

**CITY COUNCIL MEETING AGENDA - VERSION 1**  
**REMOTE**

**October 13, 2020**

**Link to join Webinar**

<https://us02web.zoom.us/j/86454283302>

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669 900 6833

Webinar ID: 864 5428 3302

**7:30 PM**

**Council Meeting**

- 1. MOMENT OF SILENCE**
- 2. CALL TO ORDER**
- 3. LATE FILE ITEMS** ORDR215\_09\_29\_2020 57 Pres Restriction Central Cong Church  
COMM274\_10\_13\_20 Ltr from Storm Surge
- 4. PUBLIC COMMENT**
- 5. MAYOR'S COMMENT**

**CONSENT AGENDA**

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

- 6. APPROVAL OF MINUTES**
  - September 29, 2020 (Approve)
- 7. COMMUNICATIONS**
  - COMM268\_10\_13\_2020 Ltr from Rita Mihalek (R&F)
  - COMM269\_10\_13\_2020 DPS Snow and Ice Plan (PS)
  - COMM271\_10\_13\_2020 Coastal Trails Coalition (R&F)
  - COMM272\_10\_13\_2020 Whittier Voc Tech Nbpt Assessment – revised (R&F)
- 8. TRANSFERS**
  - None
- 9. APPOINTMENTS**

**First Reading**

  - APPT190\_10\_13\_2020 Elizabeth Valeriani 29 Oak St, Nbpt Emma Andrews 10/29/2021
  - APPT191\_10\_13\_2020 Elizabeth L. Watson 53 Warren St, Unit 315, Nbpt Emma Andrews 10/29/2021
  - APPT192\_10\_13\_2020 Aine G. Ellrott 43 Purchase St, Nbpt Emma Andrews 10/29/2021
  - APPT193\_10\_13\_2020 Virginia R. Champi 84 Purchase St, Nbpt Emma Andrews 10/29/2021
  - APPT194\_10\_13\_2020 Donna Conway 27 Marlboro St, Nbpt Emma Andrews 10/29/2021

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

**Budget & Finance**

- ORDR212\_09\_29\_2020 Prior Fiscal Year Bills
- COMM263\_08\_31\_2020 Budget Revision -Vocational School Assessments

**Neighborhoods & City Services**

- ODNC050\_02\_24\_2020 Curb Cuts and Notice of Work Involving Sidewalks

**Planning & Development**

- COMM257\_08\_20\_2020 Ltr re: Harrison Street, J Tymon
- ORDR211\_09\_29\_2020 Preservation Restriction 272 High Street (Kemble Widmer II Trust)

**Public Safety**

- APPL010\_03\_09\_2020 Witches' Night Out - 10/23/2020
- APPL011\_03\_09\_2020 Downtown Trick or Treat - 10/30/2020

**Public Utilites**

- TRAN085\_09\_29\_2020 Multiple (attached) \$484K to WWTF Resiliency/CCRT Project \$484K
- ORDR213\_09\_29\_2020 Resiliency Project Grant Acceptance

**END OF CONSENT AGENDA  
REGULAR AGENDA**

**10. MAYOR'S UPDATE**

**11. SECOND READING APPOINTMENTS**

**12. COMMUNICATIONS**

- COMM270\_10\_13\_2020 Ltr To DCAM\_ Jeigerman
- COMM273\_10\_13\_2020 Ltr of Non-Support from Mayor on Acts of 1987

**13. ORDERS**

- ORDR214\_10\_13\_2020 57 Low Street Purchase
- ORDR215\_10\_13\_2020 57 Pres Restriction Central Cong LATE FILE
- ORDR216EP\_10\_13\_2020 57 Emergency Preamble Supplemental Budget Charter Sec. 2-4
- ORDR216\_10\_13\_2020 57 Supplemental Budget Charter Sec. 2-4

**14. ORDINANCES**

**15. COMMITTEE ITEMS**

**Ad Hoc Committee on Economic Development**

*In Committee:*

- COMM262\_08\_31\_2020 Gasbarro Ltr re: Awareness

## Ad Hoc Committee on Waterfront and COTW

### *In Committee:*

- COMM261\_08\_31\_2020 Proposed Timeline, Waterfront

## Budget & Finance

### *In Committee:*

- ORDR132\_07\_15\_19 CPC FY2020 Recommended Appropriations (COTW)  
Project No. 9 held in committee.
- ORDR136\_08\_19\_19 Fuller Track Phase II Loan Order
- COMM189\_09\_09\_19 CPC Revised Recommendation for FY2020 Appropriations
- COMM263\_08\_31\_2020 Budget Revision – Vocational School
- **ORDR212\_09\_29\_2020 Prior Fiscal Year Bills**
- **COMM263\_08\_31\_2020 Budget Revision -Vocational School Assessments**
- COMM264\_09\_29\_2020 Colleen Turner Letter
- ODNC063\_09\_29\_2020 Bond and Transfer Limit

## Education

### *In Committee:*

- COMM235\_03\_30\_2020 Ltr re: SC Appt. of Brett Murphy to Whittier Vo-Tech Cmte
- COMM240\_04\_27\_2020 Memo re: SOI Submission Info

## General Government

### *In Committee:*

- COMM241\_05\_11\_2020 Charter Review Final Report
- COMM242\_05\_11\_2020 Confirmatory Legal Opinion from KP Law re: Charter Changes

## License & Permits

### *In Committee:*

- ODNC047\_1\_27\_20 General Ordinance - Short Term Rental Units Rules
- COMM229\_02\_24\_2020 Ltr re: Implementation of Short-Term Rental Ordinance
- COMM230\_03\_09\_2020 Yearly Report, Section 16A of the Liquor Control Act
- APPL014\_06\_08\_2020 Outdoor Seating application from Vera Ristorante LLC
- APPL015\_06\_08\_2020 Ltr with Layout from Ted Epstein re: Outdoor Seating

## Neighborhoods & City Services

### *In Committee:*

- COMM197\_10\_28\_19 Ltr re: Phillips Drive Neighborhood Drainage (COTW)
- **ODNC050\_02\_24\_2020 Curb Cuts and Notice of Work Involving Sidewalks**
- COMM233\_03\_09\_2020 Ltr re: MVRTA State Street Bus Stop Shelter
- COMM234\_03\_30\_2020 Ltr from Newburyport Livable Streets March 11, 2020
- COMM252\_07\_30\_2020 Ltr re: Face Masks in public

## Planning & Development

### *In Committee:*

- COMM214\_01\_13\_2020 Ltr from Central Cong Church re: CPA Funding, Historic Pres
- COMM215\_01\_13\_2020 Ltr re: Colby Farm Open Space Beautification
- ODNC046\_1\_27\_20 Zoning Amendment - Short Term Rental Units Definition

- COMM231\_03\_09\_2020 Ltr re: Short-Term Rental Ordinance
- ODNC054\_03\_09\_2020 Enforcement of the State Building Code
- ORDR196\_07\_13\_2020 Open Space and Recreation Plan 2020 (COTW)
- **COMM257 08 20 2020 Ltr re: Harrison Street, J Tymon**
- APPT187\_08\_31\_2020 Robert Armstrong 35 Louise Ave. Bldg Commissioner 1/1/2023
- **ORDR211 09 29 2020 Preservation Restriction 272 High Street (Kemble Widmer II Trust)**

## Public Safety

### *In Committee:*

- COMM216\_01\_13\_2020 Ltr re: Ban the Use of Glyphosate
- COMM221\_01\_27\_2020 Letter re: Sign at 43 Pine Hill Road
- COMM227\_02\_10\_2020 Update and Request from Waste Stream Task Force
- **APPL010 03 09 2020 Witches' Night Out - 10/23/2020**
- **APPL011 03 09 2020 Downtown Trick or Treat - 10/30/2020**
- APPL012\_03\_09\_2020 Invitation Nights - 12/4, 12/11, 12/18 2020
- COMM243\_05\_11\_2020 Ltr from Jane Rascal re: NMMCD
- ODNC059\_06\_29\_2020 Truck Routes
- ODNC062\_09\_29\_2020 Residential Permit Zones seasonal hours extension
- APPT165\_04\_13\_2020 Dr. Robin Blair 18 Market St Board of Health 4/30/2023
- COMM254\_08\_10\_2020 Moseley Ave Ltr re: Sidewalk Safety and Roadway Speeding
- ORDR200\_07\_30\_2020 List of Crosswalks Amended

## Public Utilities

### *In Committee:*

- **TRAN085 09 29 2020 Multiple (attached) \$484K to WWTF Resiliency/CCRT Project \$484K**
- **ORDR213 09 29 2020 Resiliency Project Grant Acceptance**

## Rules

### *In Committee:*

- COMM220\_01\_27\_2020 Proposed City Council Rule 9F
- ORDR170\_02\_24\_2020 Amendment Council Rules 2020 (COTW)
- ORDR171\_02\_24\_2020 Amendment to Rule 17B (COTW)

## 16. GOOD OF THE ORDER

## 17. ADJOURNMENT



October 8, 2020

Newburyport City Council  
60 Pleasant St  
Newburyport, MA 01950

**RE: Newburyport Shoreline Resiliency Critical Infrastructure Protection Project**

Dear President and City Council Members:

Storm Surge would like to urge the City Council to approve the funds and proceed in H1CY2021 with the first phase of the Shoreline Resiliency Critical Infrastructure Protection Project to protect the Wastewater Treatment Facility.

Storm Surge is an all-volunteer community organization that started in Newburyport over 7 years ago. We have gained reputability from our Speaker Series that offers science-based educational programs and our other programs in the greater Newburyport area. We have also encouraged our City officials to establish resiliency plans to protect our citizens and city infrastructure.

In this regard, the information which is most relevant to our area is presented in the 2016 report of the NH Coastal Risk and Hazards Commission, which estimated that sea level would rise approximately 1 foot by 2050 in the intermediate scenario and 2 feet in the high scenario. The impact of these rising sea levels will be exacerbated by flooding coming from the increasing frequency and intensity of storms due to climate change, putting the Wastewater Treatment Facility at even greater risk. Newburyport has a wonderful opportunity to protect the Wastewater Treatment Facility from shoreline erosion caused by storms and sea level rise by accepting the grant monies.

We applaud the efforts of the Mayor, the Newburyport City Council and the Public Utilities Committee for their leadership in the protection of the Wastewater Treatment Facility as a critical infrastructure asset. Further we'd like to congratulate the City on securing a \$1 million grant from the FY21 MVP Action grant program, and the \$100,000 grant from Commonwealth's MassTrails Grant program. Of course we recognize the challenges to the Fiscal 2021 Budget due to COVID-19 and the many critical demands on available funds. However we believe that mitigating the risk of flooding to the Wastewater Treatment Facility -- one of our City's most vulnerable assets -- will help prevent raw sewage overflows into the river and streets. The needed funds clearly will be money well spent to protect our City, the environment, and our people.



We look forward to the completion of this first phase of the work required to protect the Wastewater Treatment Facility.

Thank you for your favorable consideration.

Storm Surge Steering Committee:

Ken Ayvazian

Bill Clary (chair)

Chris Czernik

Vern Ellis

Sheila Taintor

Sarah Tappan

Bob Young

[www.storm-surge.org](http://www.storm-surge.org)

[stormsurge9@gmail.com](mailto:stormsurge9@gmail.com)

**CONSENT AGENDA**

**CITY COUNCIL MEETING AGENDA - VERSION 1**  
**REMOTE**

**September 29, 2020**

**Link to join Webinar**

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

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1  
346 248 7799

Webinar ID: 848 4186 4777

International numbers available: <https://us02web.zoom.us/j/84841864777>

**7:30 PM**

**Council Meeting**

**1. MOMENT OF SILENCE**

**2. CALL TO ORDER**

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

**3. LATE FILE ITEMS**

COMM264\_09\_29\_2020 Colleen Turner Letter

COMM265\_09\_29\_2020 Sean Reardon Letter

COMM266\_09\_29\_2020 School Committee Letter

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

**4. PUBLIC COMMENT**

1. Jay Iannini, 26 Summit Pl.
2. Bruce Menin, 148 High St.
3. Brian Callahan, 29 Warren St.
4. Josh Mayfeld, 75 High St.
5. Arissa Ibrahim, 85 Prospect St.
6. Lynn Schow, 75 High St.
7. Joan Sheehan, 66 Longfellow Dr.
8. Matthew Kane, 63 Curzon Mill Rd.
9. Renee Ames, 17 Forrester St.
10. Stephanie Niketic, 93 High St.
11. Dylan Peacock, 209 Congress St. Providence, RI
12. Juliet Walker, 13 Eagle St.
13. Jennifer Groskin, 11 Myrtle Ave.
14. Susan Acquaviva, 62 Bromfield St.
15. John Elwell, 266 High St.
16. Jodi Tamayoshi, 52 Forrester St.
17. Paul Acquaviva, 62 Bromfield St.
18. Elizabeth Goullaud, 9 Marquand Ln.
19. Christian Kjaer, 19 Frances Dr.



- 20. Patricia Boatenig, 18 Merrill St.
- 21. David Hochheiser, 2 Forrester St.
- 22. Jane Snow, 9 Coffin St.
- 23. Boyd Hancock, 4 Tilton St.
- 24. Charles Grossman, 2 Cutting Dr.
- 25. Michelle Hastings, 37 Franklin St.
- 26. Beth Platow, 17 Plummer Ave.
- 27. Rick Hastings, 37 Franklin St.
- 28. Shelia Spalding, 10 Fair St.
- 29. Laura Bentley, 121 Prospect St.
- 30. Emily Sheehan, 1 Rawson Hill Rd.

**5. MAYOR'S COMMENT**

**CONSENT AGENDA**

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**6. APPROVAL OF MINUTES**

- September 14, 2020 (Approve)

**7. COMMUNICATIONS - None**

**8. TRANSFERS**

- TRAN085\_09\_29\_2020 Multiple (attached) \$484K to WWTF Resiliency/CCRT Project \$484K (B&F)  
Removed from Consent Agenda to Regular Agenda

**9. APPOINTMENTS - none**

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

**Budget & Finance**

- ORDR206\_08\_20\_2020 FY 21 Budget Order (Second Submission) & COTW
- ORDR209\_09\_14\_2020 Borrowing Authorization 9/14/20
- COMM260\_08\_31\_2020 FY2020 Year-End Financial Report

**Neighborhoods & City Services**

- ODNC050\_02\_24\_2020 Curb Cuts and Notice of Work Involving Sidewalks

**Planning & Development**

- COMM257\_08\_20\_2020 Ltr re: Harrison Street, J Tymon

**Public Utilities**

- APPT156\_03\_09\_2020 John Tomasz 38 Storeybrooke Dr Water/Sewer Comm 3/31/2023
- APPT166\_04\_13\_2020 Robert A. Cook 19 Everette Dr Water/Sewer Comm 3/1/2023
- APPT166\_04\_13\_2020 Robert A. Cook Resume

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

## **END OF CONSENT AGENDA REGULAR AGENDA**

### **10. MAYOR'S UPDATE**

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

### **11. SECOND READING APPOINTMENTS**

- APPT189\_08\_31\_2020 Karen Sakaniwa 71 Middle St. Comm. on Disabilities 9/30/2023  
CONTINUED FROM SEPTEMBER 14, 2020 on a motion by Councillor Tontar, seconded by Councillor Khan. So voted.

Motion to approve by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

### **12. COMMUNICATIONS**

- COMM263\_08\_31\_2020 Budget Revision – Vocational School Assessments  
Motion to receive and file by Councillor Zeid, seconded by Councillor Tontar. So voted.
- COMM264\_09\_29\_2020 Colleen Turner Letter  
Councillor Eigerman left meeting. Councillor Connell became President pro tempore.  
Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor Tontar. So voted.
- COMM265\_09\_29\_2020 Sean Reardon Letter  
Motion to receive and file by Councillor Zeid, seconded by Councillor Khan. So voted.
- COMM266\_09\_29\_2020 School Committee Letter  
Motion to receive & file by Councillor Khan, seconded by Councillor Tontar. 10 yes, 1 no (McCauley)  
Motion passes.

### **13. TRANSFERS**

TRAN085\_09\_29\_2020 Multiple (attached) \$484K to WWTF Resiliency/CCRT Project \$484K  
Motion to refer to Public Utilities by Councillor Zeid, seconded by Councillor Tontar. So voted.

### **14. ORDERS**

- ORDR211\_09\_29\_2020 Preservation Restriction 272 High Street (Kemble Widmer II Trust)  
Motion to waive the rules, sponsor not present by Councillor Zeid, seconded by Councillor Khan. So voted.  
Motion to refer to Planning & Development Councillor Shand, seconded by Councillor Khan. So voted.
- ORDR212\_09\_29\_2020 Prior Fiscal Year Bills  
Council President Eigerman returned to the meeting.  
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Khan. So voted.
- ORDR213\_09\_29\_2020 Resiliency Project Grant Acceptance  
Motion to Public Utilities by Councillor Zeid, seconded by Councillor Tontar. So voted.

### **15. ORDINANCES -**

- ODNC062\_09\_29\_2020 Residential Permit Zones seasonal hours extension  
Motion to refer to Public Safety by Councillor Eigerman, seconded by Councillor Zeid. So Voted.
- ODNC063\_09\_29\_2020 Bond and Transfer Limit  
Motion to Budget & Finance by Councillor Zeid, seconded by Councillor Tontar. So voted.

## 16. COMMITTEE ITEMS

### Ad Hoc Committee on Economic Development

#### *In Committee:*

- COMM262\_08\_31\_2020 Gasbarro Ltr re: Awareness

### Ad Hoc Committee on Waterfront and COTW

#### *In Committee:*

- COMM261\_08\_31\_2020 Proposed Timeline, Waterfront

### Budget & Finance

#### *In Committee:*

- ORDR132\_07\_15\_19 CPC FY2020 Recommended Appropriations (COTW)  
Project No. 9 held in committee.
- ORDR136\_08\_19\_19 Fuller Track Phase II Loan Order
- COMM189\_09\_09\_19 CPC Revised Recommendation for FY2020 Appropriations
- **COMM260 08 31 2020 FY2020 Year-End Financial Report**  
Motion to receive and file by Councillor Tontar, seconded by Councillor Khan. So voted.
- **ORDR206 08 20 2020 FY 21 Budget Order (Second Submission) & COTW**

Motion to Remove by Councillor Zeid, seconded by Councillor Tontar

Motion to Approve by Councillor Tontar, seconded by Councillor Khan

City Council

Motion to Cut 42,000 Line 51101 SZ/JD 7Y, 4 N(BC,HS,CT,BV) Motion Passes

Motion to Cut 73 Line 51160 SZ/JD 7Y, 4 N(BC,HS,CT,BV) Motion Passes

Motion to Cut 32 Line 51162 SZ/JD 2Y (SZ,CW), 9N Motion Fails

City Clerk

Motion to Cut 1,995 Line 51101 SZ/JD Withdrawn

Parking Clerk

Motion to Cut 6,220 Line 51134 SZ/JD Withdrawn

Motion to Cut 3,000 Line 51168 SZ/JD 8Y 3N (BC,CT,BV) Motion Passes

Motion to Cut 4,000 Line 51901 AK/SZ 7Y 4N (BC,HS, CT,BV) Motion Passes

Motion to Cut 16,000 Line 53000 SZ/JD 1Y(SZ) 10N Motion Fails

Motion to Cut 500 Line 54200 SZ/JD 7Y 4N(CT,BV,AK,BL) Motion Passes

Motion to Cut 3,000 Line 55801 SZ/JD 8Y 4N(CT,BV,AK,BL) Motion Passes

Mayor's Office

Motion to Cut 5,000 Line 57801 SZ/JD 6Y 5N(CT,BV,AK,HS,BC) Motion Passes

General Administration

Motion to Cut 8,000 Line 52101 SZ/JD 8Y 3N(CT,BV,HS) Motion Passes

Motion to Cut 10,000 Line 53004 SZ/JD 2Y(SZ,JD) 9N Motion Fails

Motion to Cut 10,000 Line 53400 SZ/JD 10Y 1N(BV) Motion Passes

Motion to Cut 2,500 Line 54200 SZ/JD 9Y 2N(CT,BV) Motion Passes

Auditors

Motion to Cut 500 Line 55800 SZ/JD 8Y 3N(BC,CT,BV) Motion Passes

Treasurer

Motion to Cut 500 Line 54200 SZ/JD 9Y 2N(CT,BV) Motion Passes

Emergency Management

Motion to Cut 500 Line 54200 SZ/JD 6Y 5N(JM,HS,CT,BV,CW) Motion Passes

Motion to Cut 500 Line 57409 SZ/JD 7Y 4N(CT,BV,AK,BL) Motion Passes

## Animal Control

Motion to Cut 1,000 Line 51301 SZ/JD 8Y 3N(BC,CT,BV) Motion Passes

## Planning and Development

Motion to Cut 500 Line 54200 SZ/JD 7Y 4N(BC,CT,BV,JE) Motion Passes

Motion to Cut 500 Line 55800 SZ/JD 7Y 4N(BC,CT,BV,JE) Motion Passes

## Parks

Motion to Cut 6,100 Line 51162 SZ/JD 5Y(JM,CW,SZ,JD,BL) 6N Motion Fails

Motion to Cut 3,900 Line 51404 SZ/JD 5Y(JM,CW,SZ,JD,BL) 6N Motion Fails

## Youth Services

Motion to Cut 5,000 Line 51166 SZ/JD 2Y(JM,SZ) 9N Motion Fails

Motion to Cut 15,667 Line 51163 SZ/JD 1Y(SZ) 10N Motion Fails

Motion to Waive the Rules to Continue beyond 11:00 pm SZ/JD So voted.

## Veterans

Motion to Cut 11049 Line 51102 HS/AK 7Y 4N(BC,CT,BV,JE) Motion Passes

Motion to Cut 500 Line 55800 SZ/JD 7Y 5N(BC,CT,BV,CW) Motion Passes

## Human Resources

Motion to Cut 37913 Line 51166 SZ/JD 3Y(SZ, JD, JE) 8N Motion Fails

## Insurance Group

Motion to Cut 75,000 Line 51700 SZ/JD 2Y(SZ, JD) 8N 1 Abstain (JE) Motion Fails

Motion to Cut 20,000 Line 51700 SZ/JD 2Y(SZ, JD) 8N 1 Abstain (JE) Motion Fails

## School

Motion to Cut 5,000,000 Line 53201 JM/BL 4Y(JM, SZ, JD, BL) 7N Motion Fails

## Whittier

Motion to Cut 22,306 Line 53201 CT/BV So voted. Motion Passes

- 
- 5 min recess called by the President during which the Finance Director and the Chair of Budget and Finance consulted. The Clerk read into the minutes the completed Budget Order with amounts entered.
- 
- Motion to Approve Order 206 As Amended, CT/AK Roll Call 10Y 1 N (SZ)
- **ORDR209 09 14 2020 Borrowing Authorization 9/14/20**  
Motion to approve by Councillor Tontar, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

## Education

### *In Committee:*

- COMM235\_03\_30\_2020 Ltr re: SC Appt. of Brett Murphy to Whittier Vo-Tech Cmte
- COMM240\_04\_27\_2020 Memo re: SOI Submission Info
- ORDR178\_04\_27\_2020 Acts of 1987 (w/ B&F)

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### *In Committee:*

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- COMM242\_05\_11\_2020 Confirmatory Legal Opinion from KP Law re: Charter Changes

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Held in Committee
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- COMM252\_07\_30\_2020 Ltr re: Face Masks in public
- ODNC061\_07\_30\_2020 Amendment to Ch. 11 Parks and Recreation for Covid-19

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- APPT187\_08\_31\_2020 Robert Armstrong 35 Louise Ave. Bldg Commissioner 1/1/2023

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## Public Utilities

### *In Committee:*

- **APPT156\_03\_09\_2020 John Tomasz 38 Storeybrooke Water/Sewer Comm 3/31/2023**
- **APPT166\_04\_13\_2020 Robert A. Cook 19 Everette Dr Water/Sewer Comm 3/1/2023**
- **APPT166\_04\_13\_2020 Resume of Robert Cook, Water/Sewer Commission**

Motion to approve by Councillor Zeid , seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

## **Rules**

### ***In Committee:***

- COMM220\_01\_27\_2020 Proposed City Council Rule 9F
- ORDR170\_02\_24\_2020 Amendment Council Rules 2020 (COTW)
- ORDR171\_02\_24\_2020 Amendment to Rule 17B (COTW)

## **17. GOOD OF THE ORDER**

Motion to adjourn at 1:36am by Councillor Tontar, seconded by Councillor Vogel. So voted.

## **18. ADJOURNMENT**

## COMMUNICATIONS

To: Jared Eigerman - and all City councilors  
Re: Tax increases - 9-29-2020

Dear City Council Councilors

I would like to send you my thoughts on raising taxes on Newburyport residents.

I think a tax increase for Newburyporters should be discussed and determined by the city councilors with great restraint and extreme scrutiny of the budget. Budgeting measures should consider the current unprecedented economical struggles of the community versus budgeted capital improvement expenditures that could be delayed a year.

I am for a clear budget plan that supports no new taxes, even if it means dialing back some projects. I am for a clear budget plan that puts people before profits. These are tough times and there is no indication it's going to change anytime soon.

I thank all the councilors for their hard work and dedication. Thank you for taking the time to read this.

Sincerely,

Rita Mihalek, 53 Warren St., 219, Newburyport MA 01950

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2020 OCT -5 PM 2:42





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

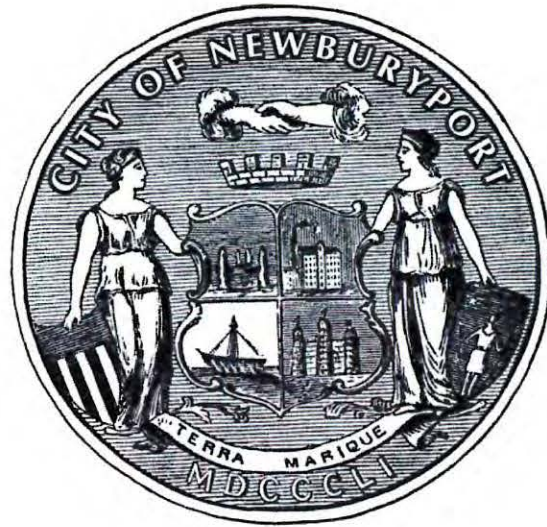
60 PLEASANT STREET - P.O. BOX 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
978-465-4402 FAX

*Donna D. Holaday*

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: October 6, 2020  
Subject: DPS Snow and Ice Plan

-----  
Please see attached to review the City of Newburyport Department of Public Services Snow and Ice Plan for 2020 and 2021 Season.

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NEWBURYPORT, MA  
2020 OCT -6 PM 2:13



*City of Newburyport*  
*Department of Public Services*

**SNOW AND ICE PLAN**

**2020 / 2021 Season**

Donna D. Holaday, Mayor

Anthony J. Furnari, Director

Jamie Tuccolo, Deputy Director

Ronald Keefe, General Foreman

## Introduction:

The City of Newburyport takes great pride in making our public roadways as safe as possible under the worst of winter conditions. Keeping our public ways safe and accessible during snow and ice events is of highest priority in order to reduce the likelihood of personal injury to the general public, automobile accidents and property damage. The City's goal is to quickly open the streets and make them passable so that essential vehicular traffic can safely negotiate roadways. Residents can help us do this by working together.

## Snow Emergency Parking Ban:

The City of Newburyport implements a snow emergency parking ban when it is predicted that we will receive three or more inches of snow accumulation. If there is a parking ban in effect, it will appear on the City's website [www.cityofnewburyport.com](http://www.cityofnewburyport.com). To get email notifications from the website be sure to select the "Notify Me" button on the front page and sign up.

In addition, eleven flashing blue lights will be activated throughout the city at the following locations, usually at least six hours before a declared snow emergency:

**March's Hill at Bromfield St.**

**Route 113 at Hoyt's Lane**

**Water St. at Shandel Dr.**

**Market Square**

**Storey Ave, Ferry Rd and Moseley Ave Intersection**

**Malcolm Hoyt Dr. at Parker St.**

**High St. @ State St.**

**Route 1 Rotary and State St.**

**Route 1 and Merrimac St.**

**Merrimac, Moseley and Spofford (Roundabout)**

**Storey Ave. across from Daniel Lucy Way**

You may also contact The Department of Public Services Weather Event and Emergency Information Line at 978-463-0472 to find out the status of the parking ban. Parking regulations are strictly enforced to ensure that streets remain accessible for snowplows, fire apparatus and other emergency vehicles. **Any vehicle that impedes the snow removal process will be towed at owner's expense.**

### Alternate Delegated Parking Areas:

The City of Newburyport offers alternative designated parking areas for on-street cars that include the following: Titcomb Street Parking Garage, Green Street Municipal Lot (except in areas posted no parking during snow emergency), Cashman Park (off Merrimac Street), Cushing Park (Washington Street) NRA Waterfront Lots East and West, Hales Court Lot (corner of Hales Court and Prince Place) and State Street Lot (corner of Harris Street and State Street). In order for DPS to clear these lots, temporary parking bans and vehicle removal may be posted and announced on the City website and Weather Event and Emergency Information Line at 978-463-0472. After snow removal is complete in a lot, it will open for parking.

**PLEASE NOTE: All vehicles must be removed from the above listed lots within 12 hours following the cancellation of the snow emergency (weekends included) or vehicles will be ticketed and towed at the owner's expense.**

**SNOW EMERGENCY CANCELLATION INFORMATION** can be obtained by checking [www.cityofnewburyport.com](http://www.cityofnewburyport.com) or calling the Weather Event and Emergency Information Line at 978-463-0472.

DPS will do its best to lift the city-wide Snow Emergency parking restriction as soon as possible. The city-wide parking restriction will only be lifted when the DPS Director or Deputy Director determine that on-street parking will not cause a public safety issue to emergency response vehicles. We may seek advice from the City Marshal or Fire Chief to assist us in making this determination.

On some narrow streets, the DPS may post temporary no parking signs after the snow emergency has been lifted in order to maintain a safe and adequate vehicle travel lane. Many of these streets are located in Wards 1, 2 and 3. We will evaluate these streets on a daily basis to see if these signs may be removed once the roadway has an adequate travel lane width.

### Snow Plowing:

The following is a general description of how the Department of Public Services plows snow from city streets.

#### **Step 1. Pretreatment (1"-2" of accumulated snow)**

When a snowstorm begins, the department responds by pretreating the main roads. This serves two purposes: to keep traffic safely moving and to prevent the snow from bonding to the pavement. If the snow event is less than 2" or 3" inches of accumulated snow. We may halt operation after all the roads have been pretreated and evaluate if additional treatment is required.

## **Step 2.** Snow clearing (2" or greater)

Snow plowing begins when snow accumulates or is predicted to be two (2) or more inches. Over 48 city and privately operated pretreatment and snow clearing vehicles/equipment may be dispatched to respond to a snow emergency. DPS crews and private contractors will continue to plow until the snow event ends. We will continue to monitor the conditions of the roadways and determine if additional snow clearing equipment is needed or if equipment may need to be reassigned to another section of the city.

## **Step 3.** Post storm clean-up and clearing

Once the snow event has concluded, DPS conducts our city-wide final snow clearing operation. This operation includes one last round of snow clearing and general cleanup to make the roadways safe for vehicular and pedestrian traffic. This operation may take days or weeks, depending on total amount snow accumulation. DPS will prioritize this operation based on the following in order of importance.

1. Main streets and school routes are treated to achieve the safest possible conditions.
2. Inclines and major intersections are treated to improve safety.
3. Flat streets are treated only if icy conditions exist.
4. Downtown and other business areas treated and snow removal may take place if needed.
5. Snow piles at intersections are pulled away from the corners to improve sight lines for existing vehicles. Snow may need to be removed judiciously from these intersections. Snow may be removed from narrow streets to improve the access for emergency and public service vehicles. Snow removal is time consuming and labor intensive; the DPS Director or Deputy Director will prioritize these streets solely based on public safety.
6. Lack of parking is not a safety issue. Nevertheless, if time, staffing and funds allow, we may clear snow from other narrow streets. These streets are determined from input from the Mayor's Office, City Councilors, residents, and emergency agencies.

**SAFETY REMINDER:** When driving, please stay 200 feet behind any snowplow and NEVER pass a plow truck. Visibility is not good for the snowplow operator.

### **Sidewalks:**

The removal of the snow and ice from sidewalks is the responsibility of tenants, occupants and property owners. The City of Newburyport clears designated sidewalks following each storm, but only after all of the roads has been cleared. These sidewalks are in the downtown areas, surrounding schools and other city-owned property.

The City's Code of Ordinances (Sec. 12-52) requires tenants, occupants and property owners to remove snow and ice from their bordering sidewalks within six hours after the snow ceases to fall if it ceases to fall in the daytime and before 12:00 noon if it ceases to fall in the nighttime. If a property owner/occupant neglects to do so, he/she shall be fined \$50. Violations of this section may be enforced by any police officer, the

health director or his designees.

### Driveways

DPS tries to minimize the amount of snow that gets plowed across driveways, but snow plows cannot “go around” driveways. Plow blades cannot be lifted as they pass by a driveway. Unfortunately, snow will be plowed into driveways as we perform curb-to-curb plowing. You may wish to clear your driveway several times during the storm or wait until the storm and plowing activities have ended.

**Snowplowing, shoveling, or throwing snow back onto the street when clearing driveways, yards, roofs or sidewalks is prohibited by City Ordinance Sec. 12-7 and violators can be fined \$50.**

### Mailboxes, Fences & Shrubbery Damage

The City will not pay for damaged mailboxes, fences, and shrubbery unless actual contact is made. Residents should mark out such items in drift prone areas. Claims for these damages should be submitted to the Auditor’s Office no more than 30 days to be considered for replacement or payment at the City’s option.

### Notifications

All residents and business owners are strongly urged to sign up for announcements or urgent alerts from any or all City departments. On the City of Newburyport’s website homepage, click on the large gray button that reads “Notify Me” to choose your notification preferences. Weather-related and other emergency notifications are provided by the City via news announcement posted to the website. If you are signed up for notifications, you will receive an e-mail alert letting you know that a new announcement has been posted by the City. This is especially useful in receiving the latest messages about parking restrictions and other information.

### GPS Communications:

This assists the DPS of keeping record of time, area, fuel consumption and safety of all city and contracted plowing vehicles. This helps also with making sure roads are cleared in a fair amount of time, any damage to property and break downs.

Please note that this plan is always a work in progress. As we learn from our experiences and technology changes, we may find different ways to conduct pretreatment, snow clearing and snow removal with greater efficiency and lower cost.



# Coastal Trails Coalition

www.coastaltrails.org

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2020 OCT -5 AM 9:20

October 5, 2020

President and Members of the Newburyport City Council  
60 Pleasant Street  
Newburyport, MA 01950

Re: \$1 Million MVP Action Grant Award, \$100K MassTrails Grant Award, CPA Funds, and Local Match Funds for Critical Infrastructure Protection of Waste Water Treatment Facility (WWTF) and Clipper City Rail Trail

Dear Sirs and Madams,

We are writing this letter to urge you to take action as expeditiously as possible to accept \$1.1 million of state MVP Action Grant and MassTrails Grant funding and to approve spending \$150K of Newburyport CPA funds and \$484K of Newburyport DPS, CIP and sewer retained earnings. These funds would be used by the City of Newburyport to construct a stone revetment along the Merrimack River shoreline adjacent to the WWTF and a flood protection berm topped by a missing section of the Clipper City Rail Trail along the harbor front.

This project presents an incredible opportunity to protect the WWTF from continued shoreline erosion from storms and sea level rise and to complete and protect the Clipper City Rail Trail which has become a major community asset.

The WWTF is vital to the continued functioning of the city and the well-being of its citizens. Millions and millions of federal, state and city funds have been invested in the WWTF and in the Clipper City Rail Trail along the harbor front. Winter storms pound and erode the shoreline protecting the WWTF and the rail trail and have destroyed the existing revetment. With sea levels rising and storms intensifying, the WWTF and the trail are vulnerable to catastrophic damage from future erosion and storm surges. The proposed revetment and elevated berm will provide the protection needed and having a paved rail trail atop the berm will provide further protection against erosion and damage during major storm events.

The state grants being offered to the city will cover 64% of the cost of the project. It is vital to accept the grants and provide the additional city funding needed to complete the project as soon as possible. We urge you to do so.

Board of Directors of Coastal Trails Coalition, Inc.

Elizabeth Marcus, Newburyport

Michele Norton, Newburyport

Cyd Raschke, Newburyport

David Hall, Newbury

P. O. Box 1016, Newburyport, MA 01950

Debi Libuda, Newbury

Jerry Klima, Salisbury

Greg Rundlett, Salisbury

Tracey Chalifour, Amesbury

Ed Driscoll, North Hampton

Coastal Trails Coalition, Inc. is a 501(c)(3) non-profit charitable organization formed by citizens and communities in the Lower Merrimack Valley. Its mission is to advocate for the Coastal Trails Network, a public system of interconnected bicycle and pedestrian trails that will link the unique coastal features, town centers, neighborhoods and transportation hubs in the communities of Amesbury, Newbury, Newburyport and Salisbury and will enhance recreation, conservation, health, education and tourism opportunities throughout the area. The Clipper City Rail Trail is an integral part of the network.





# Whittier Regional Vocational Technical High School

RECEIVED  
NEWBURYPORT, MA

2020 SEP 29 AM 7:58

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

Maureen Lynch  
Superintendent

Kara M. Kosmes  
Business Manager

Kevin F. Mahoney  
Treasurer

9/15/2020

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

Dear Ms. Languirand,

On 9/9/2020 the Whittier Regional Vocational Technical High School Committee voted to revise the approved FY2020-2021 budget. This revised budget will result in a decrease from the original assessment in the letter dated June 28, 2020. The **Revised 2020-2021 Gross Budget** in the amount of \$26,563,882.00, which consists of \$22,267,327.00 for the Required Net School Spending as defined under the Ed Reform formula; \$1,351,536.00 for Other Assessments, Assessment Transportation & Community Education; \$695,000.00 for Capital Assessments; \$2,250,019.00 for Other Educational Assessment. The estimated receipts for the school year are \$11,611,634.00, resulting in a **Total Revised Approved Assessment for 2020-2021 at \$14,952,248.00.**

This is to certify that the **revised 2020-2021** net assessment for the **City of Newburyport** is **\$638,712.00.**

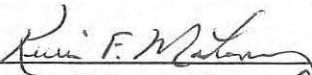
NEWBURYPORT		TOTAL DUE
25%	Due August 15, 2020	\$165,255.00
25% minus Revision	Due November 1, 2020	\$142,949.00
35%	Due February 1, 2021	\$231,356.00
15%	Due April 1, 2021	<u>\$99,152.00</u>
<b>TOTAL:</b>		<b>\$638,712.00</b>

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

Sincerely,  
Kevin F. Mahoney, Treasurer

Cc: Mayor, Town Manager/Administrator, President City Council, Chairman Board of Selectmen, Chairman Finance Committee

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

  
Kevin F. Mahoney, Treasurer

**APPOINTMENTS  
FIRST READING**



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

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

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: October 6, 2020  
Re: Re-Appointment

-----  
I hereby re-appoint, subject to your approval, the following named individual as a member of the Emma L. Andrews Library and Community Center Commission. This term will expire on October 29, 2021.

Elizabeth Valeriani  
29 Oak Street  
Newburyport, MA 01950

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NEWBURYPORT, MA  
2020 OCT -5 PM 2:34

29 OAK ST. NEWBURYPORT, MA 01950  
508 284 3589: MVALERIANI@HOTMAIL.COM

## ELIZABETH VALERIANI

### OBJECTIVE

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To continue serving on the Emma L. Andrews Library and Community Center Commission

### PROFESSIONAL EXPERIENCE

---

#### **Educator**

- 1999-2007 Malden Catholic High School. French 1-AP
- 1993-1996 Franklin Pierce University French I several semesters
- 1989-1993 G.W. Brown School FUNDamental French after school
- 1977-1994 French tutoring at home
- 1977-1980 substitute teaching at Woburn High School and Pentucket
- 1984-1985 Cashman School Amesbury After School French Program
- 1965-1969 Amesbury High School French 1-4
- 1964-1965 Tewksbury Junior High French
- 

### LIBRARY VOLUNTEER EXPERIENCE

- To present Member of the Emma L. Andrews Library and Community Center Commission
- 1980 to present Member of Newburyport Public Library Board of Directors
- 1970's to present As a member, and as president for 20 years, of the Emma Andrews Association, I have worked on fundraising to expand programs and award scholarships. The Emma Association currently provides volunteers who run all programs, staff the circulation desk and make book purchases.

### EDUCATION

May 1996 Northern Essex Community College Associate Degree  
June 1977 Boston College M.A. in French Literature with Distinction  
1960-1964 Boston College B.S.Ed. cum laude

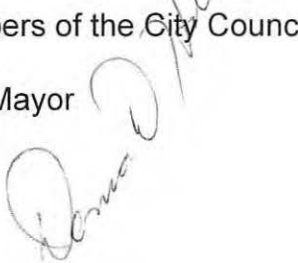
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Date: October 6, 2020  
Subject: Re-Appointment



-----  
I hereby reappoint, subject to your approval, the following named individual as a member of the Emma L. Andrews Library and Community Center Commission. This term will expire on October 29, 2021.

Elizabeth L. Watson  
53 Warren Street, Unit 315  
Newburyport, MA 01950

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2020 OCT -5 PM 2:33

## **ELIZABETH L. WATSON**

---

53 Warren Street, Unit 315, Newburyport, MA 01950 (978-463-3071)

### Experience:

2012 to Present - Retired.

Volunteer at the Emma L. Andrews Library and Community Center and responsible for:

- Meeting and greeting visitors to the library and assisting them in their needs during weekly desk duty
- Processing and covering new books to the library
- Serving as Corresponding Secretary on the Association Board
- Attending monthly board meetings
- Participating in annual fund raising events such as Souper Saturdays, Rails and Sails, and the Cookie Walk
- Recording Secretary of the Commission since 2014

Volunteer for the Pettengill House Saturday Night Meal Program

Current Member of the Board of Trustees of Courtyard II Condo Association, Newburyport

1998 to 2012 - Director of Admission at The Pike School, Andover, MA, responsible for:

- keeping the school at full enrollment of over 428 students in Pre-kindergarten through Grade 9
- managing a support staff member
- staying within the budget for my department which included the marketing budget for the school
- coordinating parent volunteer efforts
- coordinating faculty in their role of assessing the applicants viability for success at Pike
- participating in the Administrative Team's responsibility to operate the daily life of the school and its students as well as visioning the future of the school



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Subject: Re-Appointment

*Donna D. Holaday*

I hereby re-appoint, subject to your approval, the following named individual as a member of the Emma L. Andrews Library and Community Center Commission. This term will expire on October 29, 2021.

Aine G. Ellrott  
43 Purchase Street  
Newburyport, MA 01950

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## **ANNA (Áine) GREANEY ELLROTT**

LinkedIn: <https://www.linkedin.com/in/ainegreaney/>

### **Summary**

Versatile and deadline-driven writer, researcher and communications professional. Proven capacity to present complex health and social science research and data via plain-language writing, videos and info graphics for diverse internal and external audiences. Builds thoughtful, enduring relationships with diverse internal and external constituents.

### **Professional Experience**

**Journalist, Communications Consultant, Author, Public Speaker, April 2000- present**

**PUBLIC SPEAKING AND PROFESSIONAL DEVELOPMENT TRAINING:** Facing History and Ourselves; Carver School of Medicine Examined Life Conference; Youth at Risk Conference, Salem State U; North Shore Cancer Resource.

**COMMUNICATIONS CLIENTS:** North Shore Community Health Network, DanversCARES, Wellspring House, Vinfen, BoardVitals, Mullen Consulting and others

**Marketing Communications Specialist, Care Dimensions, Danvers, MA, June 2019 – March 2020** (palliative medicine and hospice care)

-Content development for various digital and print platforms, including social media channels and organizational website

-Researched, wrote and edited volunteer, donor and employee stories and articles— including profiles, interviews, blog and newsletter features

-Led all media relations activities, including press releases, media alerts, SME interviews and tracking metrics and reports

**Communications Manager, Lahey Health Behavioral Services, Danvers, MA, July 2010 – November 2018**

*Oversaw print and digital marketing and educational collateral for 45 behavioral and integrated (primary care) practices and community-based clinics*

-Managed, sourced, wrote and edited e-newsletters, brochures and feature articles, fact sheets, info graphics, patient profiles, web content and event materials

-Interviewed patients, donors, physicians and others to create compelling narratives

-Planned and executed communications messaging for EHR rollout (900 end users)

**Key projects: (1)** Appointed writer for interdisciplinary project on qualitative and quantitative research findings re: digital health resources for high-risk patients

**(2)** Editor for grant-funded research program on population health

**(3)** Project editor and writer for high-impact governmental RFPs and grant proposals



## **AINE GREANEY**

Áine Greaney is an Irish-born author who now lives in Massachusetts. In addition to her five books, her essays and stories have appeared in Creative Nonfiction, NPR/WBUR, The Boston Globe Magazine, The New York Times, Salon, Litro, The Wisdom Daily and other outlets. Greaney's awards and shortlists include a citation in "Best American Essays" and a Pushcart Prize nomination.

Áine has led creative and expressive writing workshops at various venues, colleges and conferences, including the Writers Digest Conference, Emerson College, The Cape Cod Writers Conference and The Examined Life Conference. She currently teaches at the Pioneer Valley Writers Workshop and the Narrative Medicine Certificate Program at Baypath University. Her website is at [www.ainegreaney.com](http://www.ainegreaney.com).



CITY OF NEWBURYPORT  
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DONNA D. HOLADAY, MAYOR

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NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
978-465-4402 FAX

To: President and Members of the City Council  
From: Donna D. Holaday, Mayor  
Date: October 6, 2020  
Subject: Re-Appointment

I hereby reappoint, subject to your approval, the following named individual as a member of the Emma L. Andrews Library and Community Center Commission. This term will expire on October 29, 2021.

Virginia R. Champi  
84 Purchase Street  
Newburyport, MA 01950

RECEIVED  
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NEWBURYPORT, MA  
2020 OCT -5 PM 2:33

October 17, 2017

Donna Holaday, Mayor  
City Hall  
Pleasant Street  
Newburyport, MA

Dear Mayor Holaday,

Recently I was asked by Donna Conway to serve on the Emma Andrews Library Commission for the city. I would be glad to serve on this committee.

My personal involvement with this library goes back to the early 90s when I was hired to be its librarian by Dottie LaFrance. At that time I worked shifts at both the Emma Andrews Branch and the downtown Library. While there I was the only employee that was responsible for running the Emma library. This job included circulation at the library desk, selecting and purchasing books, running story hours, keeping records and attending meetings of the Andrews Branch Improvement Association. I took this job very personally, even to the extent of shoveling snow when no one else showed up to do that in order to keep the library open.

When Dottie LaFrance offered me the position of Children's Cataloging Librarian at the main library in 2001, I gladly accepted the position. Although I was no longer the Emma librarian, I did continue to be very involved at the Emma Library. I became the treasurer of the association and a member of the board and also worked on every fundraising activity. When the Emma Andrews Library became independent from the main library, I also continued to be an active member of the board.

I retired from the main library in 2012 but I still work there as a substitute librarian.

Because I only live a stone's throw from the Emma library, I still keep my eye out for the little library from my kitchen window. I feel it is an important and beloved institution in the South End Community.

Hopefully this letter will also serve as my resume regarding the Commission position as it entails all my experience at the Emma Andrews Library and my willingness to maintain its importance in the community.

I appreciate your consideration of this application.

Sincerely,

Virginia R. Champi



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

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To: President and Members of the City Council  
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Subject: Re-Appointment

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I hereby re-appoint, subject to your approval, the following named individual as a member of the Emma L. Andrews Library and Community Center Commission. This term will expire on October 29, 2021.

Donna Conway  
27 Marlboro Street  
Newburyport, MA 01950

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NEWBURYPORT, MA  
2020 OCT -5 PM 2:34

# Donna Conway

27 Marlboro Street ♦ Newburyport, MA 01950 ♦ (603) 553-8311 ♦ nanadonner@yahoo.com

## Profile

Motivated, personable business professional with varied, multi-dimensional skill set and a successful track record of supervising and coordinating complex, high-stress departments. Talent for quickly mastering technology. Diplomatic and tactful with professionals and non-professionals at all levels. Accustomed to handling sensitive, confidential records.

Flexible and versatile – able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to organize many projects and tasks simultaneously. Thrive in deadline-driven environments. Excellent team-building skills.

## Skills Summary

- ♦ Project Management
- ♦ Organizational Skills
- ♦ General Office Skills
- ♦ Computer Savvy
- ♦ Customer Service
- ♦ Scheduling
- ♦ Supervision
- ♦ Front-Office Operations
- ♦ Team Building

## Professional Experience

### EMMA L.ANDREWS LIBRARY

NEWBURYPORT, MA

Event Coordinator, 2012-2018

Created or expanded the following community events for children and teenagers:

- ♦ Expanded and created multiple story hours for 3-6 year olds
- ♦ Created tween program designed for 11-13 year olds run by high school volunteer who lead art lessons, crafts, book clubs, and other self-directed activities
- ♦ Established walking field trips for kindergarten classes from the Brown school during both the fall and spring
- ♦ Worked with Newburyport youth services to offer walking field trips for the summer camps
- ♦ Created and expanded the programs: Summer fun in Emma's back yard, Newburyport firefighters visits, Debbie O'Carroll Magic Show, and Curious Creatures

Created or expanded the following community events for all ages:

- ♦ Multiple book clubs
- ♦ Local author book readings events

Created or expanded the following fund raising programs:

- ♦ Souper Saturday fundraiser
- ♦ Cookie walk & Craft fair fundraiser
- ♦ Worked with art teacher to create fundraiser selling Christmas card made by the kindergartens

### COMPUWORKS SYSTEMS, INC.

WAKEFIELD, MA

Training Coordinator, 2000-2005

- ♦ Managed constantly evolving schedule of over 40 daily events
- ♦ Performed account management activities, including coordinating training event details, communicating with trainers and booking new events
- ♦ Responsible for ordering, organizing and disseminating all training materials

### ELLIOT HOSPITAL AND CATHOLIC MEDICAL CENTER

MANCHESTER, NH

Emergency Room Unit Coordinator, 1995-2000

- ♦ Served as liaison to all hospital departments
- ♦ Pivotal communication link between multiple disciplines associated with patient care and the smooth functioning of the unit
- ♦ Handled multiple priorities simultaneously under stressful situations
- ♦ Tracked and coordinated patient care for billing purposes

# Donna Conway

## ST. MARY'S HOSPITAL

EVANSVILLE, IN

Emergency Room Unit Coordinator, 1981-1994

- ◆ Served as liaison to all hospital departments
- ◆ Pivotal communication link between multiple disciplines associated with patient care and the smooth functioning of the unit
- ◆ Handled multiple priorities simultaneously under stressful situations
- ◆ Tracked and coordinated patient care for billing purposes
- ◆ Responsible for training new unit coordinators

## NEWBURGH PRESCHOOL

NEWBURGH, IN

Preschool Teacher, 1976-1981

- ◆ Created engaging and educational lesson plans
- ◆ Conducted day-to-day activities
- ◆ Researched and implemented new educational projects

## NEW ENGLAND TELEGRAPH & TELEPHONE

LOWELL, MA

Operator Supervisor, 1962-1975

- ◆ Managed staff of operators
- ◆ Coordinated staff schedule

## Education

---

LOWELL HIGH SCHOOL – Lowell, MA

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

**APPOINTMENTS  
SECOND READING**



## COMMUNICATIONS

January 22, 2020

OREM

Division of Capital Asset Management  
One Ashburton Place, 15<sup>th</sup> Floor  
Boston, MA 02108  
Attn.: Warren A. Madden, Project Manager

**RE: 57 Low Street Conveyance**

Dear Mr. Madden:

This written comment elaborates upon the verbal testimony I gave at the public hearing conducted by DCAMM on the proposed conveyance of 57 Low Street to the City of Newburyport, held on January 8, 2020, in our City Hall. You had suggested I write in.

Among the purposes of Massachusetts Environmental Protection Act (MEPA) and the MEPA Regulations at 301 CMR 11.00 is to provide meaningful opportunities for public review of the potential environmental impacts of Projects for which Agency Action is required. (301 CMR 11.01(1)(a).) In an era when our natural environment, worldwide, is in dire crisis, the proposed transfer of 2.17 acres by the Commonwealth to the City of Newburyport has so far neglected to analyze such impacts, contrary to MEPA's command, and denying meaningful public review.

Specifically, there is a mandatory requirement to prepare and file both an Environmental Notification Form (ENF) and an Environmental Impact Report (EIR) where alteration of property to be conveyed entails a variance in accordance with the Wetlands Protection Act. (301 CMR 11.03(3)(a)(2).) Here, a professional delineation (attached) indicates that the vast majority of the land to be transferred by the Commonwealth to the City is wetland or unbuildable buffer zone, per the Wetlands Protection Act. The prospective transferee of the acreage plans to fill or otherwise encroach on these wetlands, as stated publicly by its officials, and to intensify development there.

It does not matter that the Commonwealth will not itself alter the wetland after the proposed land transfer.

In determining whether a Project is subject to MEPA jurisdiction or meets or exceeds any review thresholds, and during MEPA review, the Proponent, any Participating Agency, and the Secretary shall consider the entirety of the Project, including any likely future Expansion, and not separate phases or segments thereof. The Proponent may not phase or segment a Project to evade, defer or curtail MEPA review. The Proponent, any Participating Agency, and the Secretary shall consider all circumstances as to whether various work or activities constitute one Project, including but not limited to: whether the work or activities, taken together, comprise a common plan or independent undertakings, regardless of whether there is more than one Proponent; any time interval between the work or activities; and whether the environmental impacts caused by the work or activities are separable or cumulative. Examples of work or activities that constitute one Project include work or activities that: ... meet or exceed one or more review thresholds on an area previously subject to a Land Transfer, provided that not more than five years have elapsed between the Land Transfer and the work or activities.

(301 CMR 11.02(2)(c) [emphasis added].)

OREM  
re 57 Low Street Conveyance  
January 22, 2020  
Page 2

The same, continuous wetland is located behind the Massachusetts Military Division (National Guard) facility that will remain. MEPA imposes a legal duty to review publicly the effects of such wetlands alteration on the National Guard facility, which is listed on *Inventory of Historical and Archeological Assets* maintained by the Massachusetts Historical Commission, and on other properties, such as the River Valley Charter School, private businesses, and the City's own Department of Public Services facility nearby, before any land transfer may proceed. Yet, to my knowledge, DCAM has yet to file even an Environmental Notification Form (ENF) with the MEPA Office.

Wetlands alteration are only the trigger. MEPA jurisdiction is "broad" when a Project is undertaken by an Agency or involves Financial Assistance. (301 CMR 11.01(2)(a)(2).) Broad, or full scope, jurisdiction means that the Scope, if an EIR is required, shall extend to all aspects of a Project that are likely, directly or indirectly, to cause Damage to the Environment. (*Id.*)

The proposed land conveyance must comply with MEPA. Thank you for accepting this written elaboration on my verbal testimony, given earlier this month.

Sincerely,



Jared Eigerman  
Newburyport City Council (Ward 2)

Enclosure: Wetlands Sketch Plan (Colored), June 27, 2019

cc (email):  
Tori Kim, Director, MEPA Office  
Brona Simon, Executive Director, Massachusetts Historical Commission  
Hon. Donna D. Holaday, Mayor, City of Newburyport  
Hon. Heather Shand, Chair, City Council, City of Newburyport  
Julia Godtfredsen, Conservation Agent, City of Newburyport

**RE: FW: Newburyport: 57 Low Street (2.17+/- acres) - Public Hearing Testimony Letter**

Jared Eigerman

**Sent:** Wednesday, February 26, 2020 5:17 PM**To:** Julia Godtfredsen; Andrew Port; Matthew Coogan**Cc:** Donna Holaday

Thanks for clarifying the record on status.

-- Jared Eigerman, Newburyport City Council (Ward 2)  
President  
Chair, Committee on General Government  
Member, Committee on Rules

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**From:** Julia Godtfredsen**Sent:** Wednesday, February 26, 2020 3:34 PM**To:** Jared Eigerman; Andrew Port; Matthew Coogan**Cc:** Donna Holaday**Subject:** RE: FW: Newburyport: 57 Low Street (2.17+/- acres) - Public Hearing Testimony Letter

Councilor Eigerman,

I'd just like to clarify that the Planning Office presented an informal overview of the proposed relocation of Youth Services to the Low Street property at a public meeting of the Conservation Commission on May 21, 2019. The informal presentation was posted on the agenda and consisted of a brief discussion of the existing conditions of the site and general location of a potential new Youth Services facility. The Commission was asked about their willingness to consider a variance for impacts to 25-foot buffer zone and BVW, assuming the City could meet the replication requirements under the WPA. Given the public benefit associated with the project, the already developed nature of the site, and potential opportunities for wetland replication within the watershed, the Commission agreed to consider an application that would propose a new YS facility and acknowledged that a variance request would likely be necessary. No vote or other form of approval was involved. The Notice of Intent process would consist of public hearings on all of the details of the project, its impacts and proposed mitigation measures. Only then would the Commission vote on an Order of Conditions and potential variance from the Newburyport Wetlands Ordinance. There was never a suggestion that a variance from provisions of the WPA would be necessary or requested. To my knowledge, the Commission has never issued one. They are extremely rare and not often upheld by DEP.

I hope that helps clarify the Commission's position on this.

Let me know if you have any questions.

Julia

**Julia Godtfredsen**

Newburyport Conservation Administrator

Email: [jgodtfredsen@cityofnewburyport.com](mailto:jgodtfredsen@cityofnewburyport.com)

Phone: 978-465-4400

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**From:** Jared Eigerman**Sent:** Wednesday, February 26, 2020 2:19 PM**To:** Andrew Port; Matthew Coogan**Cc:** Julia Godtfredsen; Donna Holaday**Subject:** RE: FW: Newburyport: 57 Low Street (2.17+/- acres) - Public Hearing Testimony Letter

(I took Andi off because MEPA is not her bailiwick, and she is on leave, anyway.)

I think we are talking past one another. I will make just three points:

1. The 5,000 sf cap on replication is at 310 CMR 10.55(4)(b). However, as I already wrote, 310 CMR 10.05(10), entitled "Variance," provides at subsection (a) that "The Commissioner may waive the application of any regulation(s) in 310 CMR 10.21 through 10.60. Therefore, it follows that any waiver of a regulation 310 CMR 10.21 through 10.60 is a "variance in accordance with the Wetlands Protection Act." Are you saying that you already know that no waivers of any kind would be needed from any other provisions at 310 CMR 10.21 through 310 CMR 10.60? If only 310 CMR 10.55(4)(b) is relevant to this project, then please say so.
  
2. If the answer to No. 1 is "Yes," meaning that the 5,000 sf cap on replication at 310 CMR 10.55(4)(b) is the only relevant WPA regulation, how do you know without finishing the feasibility study that you can meet every single one of its requirements, namely?:
  - A. You need to fill only 5,000 sf.
  
  - B. the surface of the replacement area to be created ("the replacement area") shall be equal to that of the area that will be lost ("the lost area")
  
  - C. the ground water and surface elevation of the replacement area shall be approximately equal to that of the lost area;
  
  - D. The overall horizontal configuration and location of the replacement area with respect to the bank shall be similar to that of the lost area;
  
  - E. the replacement area shall have an unrestricted hydraulic connection to the same water body or waterway associated with the lost area;
  
  - F. the replacement area shall be located within the same general area of the water body or reach of the waterway as the lost area;
  
  - G. at least 75% of the surface of the replacement area shall be reestablished with indigenous wetland plant species within two growing seasons, and prior to said vegetative reestablishment any exposed soil in the replacement area shall be temporarily stabilized to prevent erosion in accordance with standard U.S. Soil Conservation Service methods; and
  
  - H. the replacement area shall be provided in a manner which is consistent with all other General Performance Standards for each resource area in Part III of 310 CMR 10.00.
  
3. The public is entitled to know all the costs of the YS project, and some of those costs are environmental, not merely hard dollars. I am willing to go along with the mandatory trigger for an ENF under 301 CMR 11.03(10)(b)(1) [ demolition of all or any exterior part of any Historic Structure listed in or located in any Historic District listed in the State Register of Historic Places or the Inventory of Historic and Archaeological Assets of the Commonwealth] because I am told that listing of the utility building was erroneous. I am not willing to look the other way on potential wetlands impacts, nor should anyone.

You write that "I have already met with the Conservation Commission informally and confirmed their willingness to allow such wetlands alteration/replication pursuant to the WPA, and our local wetlands regulations (*which are not similarly invoked by MEPA regulations or thresholds*)."

Seeing that you have had pre-application meetings, and that the Conservation Commission has already given you the "green light" is exactly why I am harping on MEPA. The purpose of that legislative scheme is for environmental issues associated with a project to be studied publicly and honestly before state government aids -- through funding, land transfer, or discretionary approval -- a given project.

If you already have a replication plan -- with at least enough information to satisfy Point No. 2, just above -- then it must be considered now per 301 CMR 11.02(2)(c).

Thanks.

-- Jared Eigerman, Newburyport City Council (Ward 2)  
President  
Chair, Committee on General Government  
Member, Committee on Rules

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**From:** Andrew Port  
**Sent:** Wednesday, February 26, 2020 11:41 AM  
**To:** Jared Eigerman; Matthew Coogan  
**Cc:** Julia Godtfredsen; Donna Holaday; Andrea Egmont  
**Subject:** RE: FW: Newburyport: 57 Low Street (2.17+/- acres) - Public Hearing Testimony Letter

Hi Jared –

I disagree with your interpretation of MEPA standards as they make reference to the WPA and “Variances” therefrom. This has nothing to do with any opinion relative to where NYS should be located, which is a separate discussion and should be informed by additional factors like costs for land acquisition, construction, and the alternative option of remaining at the Brown School. The feasibility study will provide more reliable numbers, and design options, so that comparison can be made.

I confirmed with Julia my understanding of the term “Variance” as used in the Wetlands Protection Act (WPA), and the related “trigger” you cited from the MEPA regulations at 301 CMR 11.03 (3)(a)(2), which reads in relevant part as follows: “Alteration requiring a variance in accordance with the Wetlands Protection Act.” While the City may need to alter and replicate (replace) wetlands on the property after acquisition from the state, in order to construct a municipal facility (NYS or anything else), at no point have we indicated, nor do we intend, to request a so-called “Variance” under the WPA. In the most extreme case our request for wetlands alteration/replication on the site would be under 5K sq.ft. in size. The WPA allows up to 5k sq.ft. of wetlands alteration upon approval by the local Conservation Commission, and subject to mitigation by replication of new wetlands. I have already met with the Conservation Commission informally and confirmed their willingness to allow such wetlands alteration/replication pursuant to the WPA, and our local wetlands regulations (*which are not similarly invoked by MEPA regulations or thresholds*). I think your interpretation of anticipated activities at the site, and the nature of regulatory relief [potentially] required by the City, is incorrect. Alteration of wetlands, and replication thereof, under the 5K sq.ft. threshold is not a “Variance” as that term is used in relation to the WPA. Conversely, a request to alter more than 5K sq.ft. would require such a Variance (from the 5K sq.ft. “cap”).

Hope this helps to clarify. I’m always open to further discussion of this and other regulatory provisions, their interpretation and application.

Best –  
Andy

**Andrew R. Port, AICP**  
Director of Planning & Development

Office of Planning & Development  
City of Newburyport  
60 Pleasant Street  
Newburyport, MA 01950

Phone (978) 465-4400  
Fax # (978) 465-4452

Email [aport@cityofnewburyport.com](mailto:aport@cityofnewburyport.com)

Web [www.cityofnewburyport.com](http://www.cityofnewburyport.com)

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**From:** Jared Eigerman

**Sent:** Tuesday, February 25, 2020 4:55 PM

**To:** Matthew Coogan; Andrew Port

**Subject:** RE: [Ext]FW: Newburyport: 57 Low Street (2.17+/- acres) - Public Hearing Testimony Letter

Matt and Andy,

Just to circle back, Andy had posited that the mandatory Environmental Impact Report (EIR) trigger under MEPA for a "variance" from the Wetlands Protection Act only exists for those projects that propose to replicate more than 5,000 sf of regulated wetlands. I have re-read the MEPA regulations, MassDEP's Wetlands Protection Act Regulations, the Newburyport Wetlands Protection Ordinance, and the Newburyport Wetlands Protection Regulations, and I cannot see merit that argument.

"Variances" do not have so limited a meaning. For example, 310 CMR 10.05(10), entitled "Variance," provides at subsection (a) that "The Commissioner may waive the application of any regulation(s) in 310 CMR 10.21 through 10.60 when he or she finds that..." (emphasis added). 310 CMR 10.21 through 10.60 cover a lot more than replication. Section 6.5-30 of our own Wetlands Protection Ordinance uses the term "variance" to cover any deviation from normal standards.

I realize that this is all very inconvenient, but MEPA says what it says: if we buy 57 Low Street, then for the next five years, if we seek a variance from wetlands protection standards, we have to do an EIR as if we were DCAMM in spring 2020, meaning the EIR would have a "board" scope. (301 CMR 11.01(2)(a)(2).) Broad-scope EIRs, must extend to all aspects of a project that are likely, directly or indirectly, to cause damage to the environment. (Id.) That means an EIR that covers not just wetlands concerns, but traffic, noise, parking, etc.

Thank you.

-- Jared Eigerman, Newburyport City Council (Ward 2)  
President  
Chair, Committee on General Government  
Member, Committee on Rules

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**From:** Jared Eigerman

**Sent:** Thursday, February 13, 2020 5:41 PM

**To:** Matthew Coogan; Andrew Port

**Subject:** FW: [Ext]FW: Newburyport: 57 Low Street (2.17+/- acres) - Public Hearing Testimony Letter

Matt and Andy,

Please focus on this correspondence dated January 22 / 27 with DCAMM, rather than whatever is in the local newspaper. The Mayor, Julia, and Councillor Shand (as Chair of our Cmte. on Planning & Development) were all copied, at that time.

Thank you.

-- Jared Eigerman, Newburyport City Council (Ward 2)  
President  
Chair, Committee on General Government  
Member, Committee on Rules

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**From:** Madden, Warren (DCP) [warren.madden@state.ma.us]

**Sent:** Monday, January 27, 2020 10:15 AM

**To:** Jared Eigerman

**Cc:** Crowley, Paul M (DCP); Andrews, Stephen (DCP); Tsapalis, Nicholas (DCP); McMahon, Martha (DCP); Meeker, Carol (DCP); Cocciardi, Matthew (DCP); Prudente, John (DCP); Kim, Tori (ENV); Simon, Brona (SEC); Donna Holaday; Heather Shand; Julia Godtfredsen

**Subject:** [Ext]FW: Newburyport: 57 Low Street (2.17+/- acres) - Public Hearing Testimony Letter

*external e-mail use caution opening*

Hello Councilor Eigerman:

Thank you for your testimony letter from the Public Hearing on January 8, 2020 relative to the proposed conveyance of the above referenced property to the City of Newburyport.

**WARREN A. MADDEN**

Project Manager



Division of Capital Asset Management & Maintenance

PHONE 617-727-8090 x 31565

DIRECT 857-204-1565

**From:** Jared Eigerman <JEigerman@CityofNewburyport.com>

**Sent:** Wednesday, January 22, 2020 6:27 AM

**To:** Madden, Warren (DCP) <warren.madden@mass.gov>; Madden, Warren (DCP) <warren.madden@mass.gov>

**Cc:** Kim, Tori (EEA) <tori.kim@mass.gov>; Brona.Simon@state.ma.us <brona.simon@sec.state.ma.us>; Donna Holaday <DHoladay@CityofNewburyport.com>; Heather Shand <HShand@CityofNewburyport.com>; Julia Godtfredsen <JGodtfredsen@CityofNewburyport.com>

**Subject:** 57 Low Street Conveyance (Newburyport)

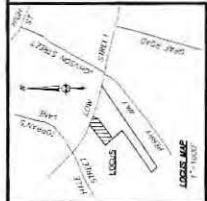
Dear Mr. Madden,

As you suggested after the January 8, 2020, public hearing on the matter identified above, here is my live testimony in restated, letter form.

Thank you.

-- Jared Eigerman  
Newburyport City Council, Ward 2





- NOTES:**
1. THE PURPOSE OF THIS PLAN IS TO DEMONSTRATE THE PROPOSED 57 LOW STREET AND ADJACENT ALIENATED ZONING IN THE VICINITY OF LOT 19 AND LOT 20 IN THE CITY OF NEWBURYP. THIS PLAN IS SUBJECT TO THE CITY OF NEWBURYP'S ZONING BY-LAW AND THE CITY OF NEWBURYP'S ORDINANCES.
  2. THE SUBJECT PROPERTY IS LOCATED ON LOT 19 OF THE CITY OF NEWBURYP.
  3. THE LIMITED SITE OF THE PROPOSED PROJECT HAS BEEN MADE BY THE CITY OF NEWBURYP.
  4. THE LAYOUT OF THE PROPOSED PROJECT HAS BEEN MADE BY THE CITY OF NEWBURYP.
  5. THIS PLAN SHOWS THE PROPOSED PROJECT AND THE ADJACENT ALIENATED ZONING.
  6. THE CITY OF NEWBURYP HAS REVIEWED THIS PLAN AND HAS APPROVED IT.

**RECORD OWNER:**  
LOWELL HOLDINGS, INC.  
1000 MARKET STREET, SUITE 200  
LOWELL, MA 01852

**REFERENCES:**

- 1. MASSACHUSETTS GENERAL STATUTES, CHAPTER 266, SECTION 27A
- 2. MASSACHUSETTS GENERAL STATUTES, CHAPTER 266, SECTION 27B
- 3. MASSACHUSETTS GENERAL STATUTES, CHAPTER 266, SECTION 27C
- 4. MASSACHUSETTS GENERAL STATUTES, CHAPTER 266, SECTION 27D
- 5. MASSACHUSETTS GENERAL STATUTES, CHAPTER 266, SECTION 27E
- 6. MASSACHUSETTS GENERAL STATUTES, CHAPTER 266, SECTION 27F

**57 LOW STREET**  
SKETCH PLAN OF LAND  
LOCATED IN  
NEWBURYP, MASSACHUSETTS  
(ESSEX COUNTY)

PREPARED FOR  
**CITY OF NEWBURYP**

DATE: JUNE 30, 2019  
SCALE: 1" = 40'

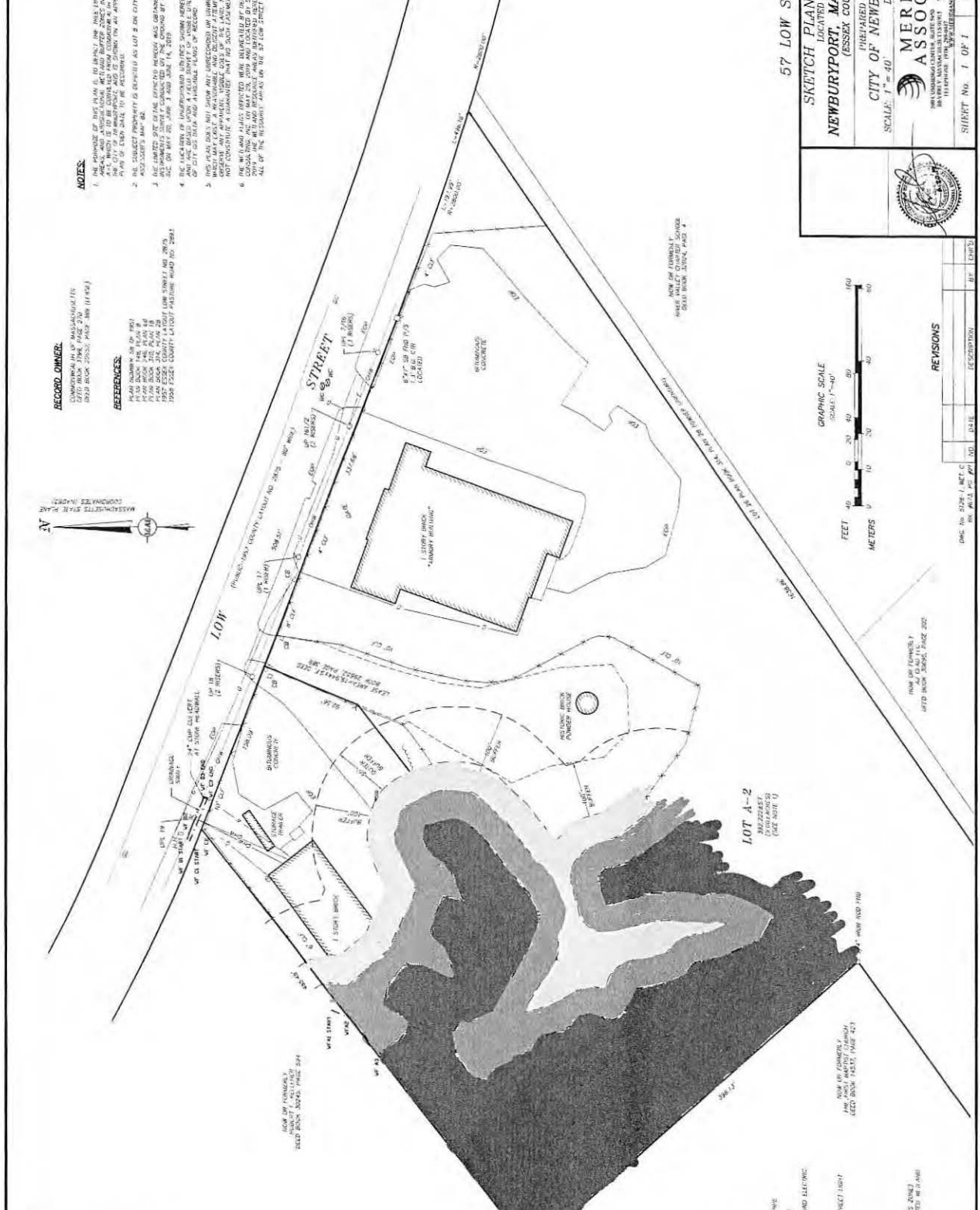
**MERIDIAN ASSOCIATES**  
1000 STATE STREET, SUITE 200  
LOWELL, MASSACHUSETTS 01852  
PHONE: (978) 451-1000  
WWW.MERIDIANASSOCIATES.COM

SHEET No. 1 OF 1 PROJECT No. 5128-1



**REVISIONS**

NO.	DATE	DESCRIPTION	BY	CHK'D



- LEGEND:**
- 3/8" = 3/8" (WELL)
  - 1/2" = 1/2" (WELL)
  - 3/4" = 3/4" (WELL)
  - 1" = 1" (WELL)
  - 1 1/2" = 1 1/2" (WELL)
  - 2" = 2" (WELL)
  - 3" = 3" (WELL)
  - 4" = 4" (WELL)
  - 6" = 6" (WELL)
  - 8" = 8" (WELL)
  - 12" = 12" (WELL)
  - 18" = 18" (WELL)
  - 24" = 24" (WELL)
  - 30" = 30" (WELL)
  - 36" = 36" (WELL)
  - 42" = 42" (WELL)
  - 48" = 48" (WELL)
  - 60" = 60" (WELL)
  - 72" = 72" (WELL)
  - 90" = 90" (WELL)
  - 108" = 108" (WELL)
  - 126" = 126" (WELL)
  - 144" = 144" (WELL)
  - 162" = 162" (WELL)
  - 180" = 180" (WELL)
  - 216" = 216" (WELL)
  - 252" = 252" (WELL)
  - 288" = 288" (WELL)
  - 324" = 324" (WELL)
  - 360" = 360" (WELL)
  - 432" = 432" (WELL)
  - 504" = 504" (WELL)
  - 576" = 576" (WELL)
  - 648" = 648" (WELL)
  - 720" = 720" (WELL)

**METLAND BUFFERS:**

50' WIDE BUFFER (DRAINAGE AND BUFFER ZONE)

100' WIDE BUFFER (DRAINAGE AND BUFFER ZONE)

150' WIDE BUFFER (DRAINAGE AND BUFFER ZONE)



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

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

Oct. 1, 2020

Dear President Eigerman and City Councillors:

This letter is written in response to the City Council vote on September 14<sup>th</sup>, 2020 to approve the Acts of 1987, Chapter 329 to allow the City Council to increase the annual school budget. We have accomplished much together in the past decade in advancing our School District, including building a much needed new elementary school and renovations to the Nock/Molin. Additionally, we have increased the operational budget of our school district by nearly 50% in the past decade. I appreciate your tremendous advocacy and support for the education of our children. The development of the annual budget is a very detailed and complex process requiring months of work with input from the school's Leadership Team, School Councils, the School Committee and families. I do not see any reason to alter this extensive process and the resultant final budget developed. The Mayor is obligated by law to present a balanced annual budget. This can be very challenging particularly in the current pandemic and economic downturn. Predictions are bleak for next year's budget. Consequently, being in a leadership role with deep understanding of the city and school budgets, the Mayor and his or her Finance Team are in the best position to address these difficult decisions. Therefore, for the reasons cited above, I cannot support the City Council's vote to accept the Acts of 1987.

Sincerely,

Donna D. Holaday, Mayor

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2020 OCT - 1 PM 4: 05

# ORDERS

CITY OF NEWBURYPORT



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IN CITY COUNCIL

October 13, 2020

ORDERED:

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

**THAT** the City Council of the City of Newburyport hereby approve and authorize the purchase of a portion of that property located at 57 Low Street (*depicted as Lot A-1 on the attached plan*) for general municipal purposes.

**FURTHER ORDERED THAT**, at the recommendation of the Mayor, \$220,000 is appropriated from free cash to pay costs of purchasing a portion of that property located at 57 Low Street (*depicted as Lot A-1 on the attached plan*), on the terms and conditions contained in the attached Letter of Intent (*dated July 10, 2020*) and draft deed to the City provided by the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM), for "general municipal purposes," and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this Order.

---

Councillor Charles F. Tontar  
Chair, Budget & Finance Committee



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

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

MEMORANDUM

*Donna D. Holaday*

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2020 OCT -6 PM 2:14

TO: **President and Members of the City Council**

FROM: **Donna D. Holaday, Mayor**

RE: **57 Low Street Property – Acquisition from National Guard**

DATE: **October 6<sup>th</sup>, 2020**

As you know, I have been in negotiations with the National Guard for about two years now regarding the City's acquisition of the brick garage building located at 57 Low Street. The attached plans and illustrations clarify the building and associated property to be acquired (*depicted as Lot A-1*), which is currently a portion of the larger National Guard Armory property. The remaining portion of the Armory property to be retained by the National Guard is depicted as Lot A-2.

While the Council may have questions or concerns regarding future municipal use(s) of the subject property, given typical market values for property here in Newburyport, there should be no question that the City benefits from timely acquisition of this property after several years of active negotiation with state officials for an advantageous purchase price. Questions pertaining to possible use of this site for a relocated NYS program should be reserved for discussion when the NYS Feasibility Study is presented in a few weeks' time. To be clear, we strongly recommend municipal purchase and acceptance of this property regardless of whether the property is ever used for a relocated NYS program.

All substantive details of this transfer, including lengthy procedural requirements and prerequisite actions by the National Guard, have been negotiated in coordination with the Massachusetts Department of Capital Asset Management and Maintenance (DCAMM). The City is now in a position to purchase this building and property (2.17 acres) at a reduced (municipal/intergovernmental) rate. For \$220,000 the City will obtain fee ownership of the building and property. For years now, City officials have made partial use of the building and land with permission from the National Guard. Municipal uses have included Emergency Management operations, storage of parks department equipment and related operations, storage of emergency response vehicles, and other needs that occasionally arise. While the National Guard currently uses approximately one-third of the building for equipment storage, our acquisition will provide the City with direct control over the entire building and all activities on the property.

Although our initial goal was to acquire this property as a new home for the Newburyport Youth Services (NYS) program, undertaking such a project would require further review and concurrence from the Council, in particular the funding and/or bonding necessary to construct this new facility. A full presentation and report from the NYS Feasibility Study, now being completed, will be forthcoming in the next few weeks. The NYS Feasibility Study will provide extensive detail on existing conditions at both the 57 Low Street Site and the former Brown School (*where NYS currently resides*). The intent of the NYS Feasibility Study was to generate conceptual plans for renovation or relocation of NYS at both sites, and estimated costs therefor, for comparison purposes. The study and its findings will provide City officials with options for adaptive reuse and upgrade of both sites, along with an analysis of the benefits and constraints each property has for use by NYS. However, irrespective of the NYS Feasibility Study, and the City's preferred home for NYS operations (TBD), it seems clear that the City should move forward with acquisition of the 57 Low Street Site from the National Guard. The utility of this site for current and potential future City operations cannot be overstated. Regardless of whether NYS is relocated to 57 Low Street Site or is maintained at the Brown School, the City will have another viable site on which to construct new municipal facilities or maintain existing operations. While the building has not been used for emergency management operations for some time, it is currently being used by several City departments for storage and other operations, including but not limited to the Fire Dept, Parks Dept., Health Dept., Recycling, and DPS.

Attached is the draft deed to 57 Low Street provided to us by DCAMM on behalf of the Massachusetts National Guard. As noted, the deed would restrict future uses of the property only to "general municipal purposes." This limitation is explicitly included within the deed to the City in conjunction with our purchase at a reduced price, given that the land could not be used in the future for private residential, commercial or industrial development, which would undoubtedly result in a higher appraisal and purchase price to the City.

Please also note that we have engaged Licensed Site Professionals (LSPs) from Credere Associates, LLC to inspect the property, undertake limited testing and estimate the cost of any remediation work the City may now, or in the future, need to undertake related to lead, asbestos and/or PCB containing materials. At this time we are awaiting execution of a formal Site Access License Agreement from DCAMM authorizing Credere's work. Testing and inspection results are expected within a few weeks' time. While Credere does not anticipate significant costs in association with this Hazardous Building Materials Survey (HBMS), we have engaged their services as part of our responsible due diligence activities prior to acquisition.

I request Council review and approval of the subject acquisition, including the associated transfer, appropriation, and acceptance of the attached deed. Our timeline with DCAMM anticipates a closing and transfer of the deed to this property by December 31, 2020.

Thank you in advance for your consideration. I will be available to discuss this property and its acquisition with you at your convenience, along with Director of Planning & Development, Andrew Port, and Director of Municipal Finance, Ethan Manning.

National Guard Maintenance Building – 57 Low Street



57 Low Street, Newburyport, MA

National Guard / Emergency Management Site

Proposed Area for City Acquisition

9.08 Acres (Approx.)

**Remaining Property/Area to be Retained**  
by National Guard /DCAM  
(Includes Powder House Lease Area)

2.17 Acres (Approx.)

**Area to be Acquired by City of Newburyport**  
Exact Metes & Bounds to be Provided  
on Survey/ANR Plan for Recording Purposes

**Existing Easement to City for Power House Historical Site**  
Dated July 16, 2010  
(Southern Essex Registry of Deeds Book 29652 Page 389)





**DRAFT**

**RELEASE DEED**

57 Low Street (Lot A-1), Newburyport, MA

THE COMMONWEALTH OF MASSACHUSETTS, acting by and through the Commissioner of its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, having an address at One Ashburton Place, Boston, Massachusetts 02108 (the "Grantor"), acting under the authority of Massachusetts General Laws Chapter 33, Section 126, for consideration of Two Hundred Twenty Thousand Dollars (\$220,000.00), the receipt and sufficiency of which the Grantor hereby acknowledges, does hereby grant and release to the CITY OF NEWBURYPORT, with a mailing address of 60 Pleasant Street, Newburyport, Massachusetts 01950 (the "Grantee"), without covenants, a certain parcel of land, known as Lot A-1, with existing improvements located thereon (the "Premises"), located at 57 Low Street, Newburyport, Massachusetts, containing 2.17± acres, more or less, and being shown on that certain plan entitled "Plan of Land located in Newburyport, Massachusetts (Essex County), Prepared for the City of Newburyport", Scale 1" = 80', dated June 5, 2019 and prepared by Meridian Associates, Inc., 500 Cummings Center, Suite 5950, Beverly, MA 01915, and recorded herewith at the Southern Essex District Registry of Deeds in Plan Book \_\_\_\_\_ Plan \_\_\_\_\_ (the "Plan").

The Premises are conveyed subject to all matters of record to the extent the same are in force and effect and subject to applicable laws, rights, and encumbrances.

The Premises are conveyed subject to the restriction that the Premises shall be used for general municipal purposes. If the Premises cease to be used for general municipal purposes, title to the Premises shall, upon the Commonwealth's recording of a notice with the Southern Essex District Registry of Deeds, revert to the Commonwealth of Massachusetts.

For the Commonwealth's title see Deed recorded with the Southern Essex District Registry of Deeds in Book 3799, Page 270.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has executed this Release Deed as a sealed instrument as of the \_\_\_\_ day \_\_\_\_\_, 2020.

COMMONWEALTH OF MASSACHUSETTS acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner

The undersigned certifies under penalties of perjury that I have fully complied with Sections 32 and 38 of Chapter 7C of the Massachusetts General Laws in connection with the property described herein.

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner, Division of Capital Asset Management and Maintenance

**THE COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared Carol W. Gladstone, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily, in her capacity as Commissioner of the Division of Capital Asset Management and Maintenance, for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

CITY OF NEWBURYPORT



—  
IN CITY COUNCIL

October 13, 2020

**ORDERED:**

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

**THAT** the City Council of the City of Newburyport hereby approve and authorize the acceptance of a Preservation Restriction between the City, acting through the Newburyport Historical Commission, and the Central Congregational Church UCC, for the property located at 14 Titcomb Street (a.k.a. Central Congregational Church); 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 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.

Councilor Heather L. Shand

**PRESERVATION RESTRICTION AGREEMENT**

**Between**

**Central Congregational Church, UCC**

**and the**

**CITY OF NEWBURYPORT, MASSACHUSETTS**

**BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION**

THIS PRESERVATION RESTRICTION is made this \_\_\_ day of \_\_\_\_\_ 2020 (this "Restriction") by and between Central Congregational Church UCC, 14 Titcomb Street, (P. O. Box 372), Newburyport, MA ("Grantor"), and the CITY OF NEWBURYPORT ("Grantee"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION (the "Commission"), located at 60 Pleasant Street, Newburyport, Massachusetts, 01950.

WHEREAS, the Grantor is the owner in fee simple of certain real property located at 14 Titcomb Street, Newburyport, Massachusetts (hereinafter referred to as "the Property"), being that same Property conveyed by the Central Congregational Society to Grantor in a deed recorded with the Essex South Registry of Deeds on March 2, 1927 in Book 2713, Page 387 ("Parcel 1") and from Mary Cortes to the Grantor in a deed recorded on May 6, 1963 recorded in the Essex South Registry of Deeds Book 5058 Page 52 ("Parcel 2") in Exhibit A, attached hereto and incorporated herein by reference, said Property improved by one (1) principal building thereon, referred to hereinafter as "the Building", described as follows:

The Building at 14 Titcomb Street consists of two connected parts. The portion of the Building which includes the Steeple tower and the Sanctuary with the main entrance facing east, toward Titcomb Street was constructed in 1861 (the "1861 Portion"). The rear addition of the Building housing classrooms and administrative offices was later added in 1910 (the "1910 Portion").

The present appearance of the 1861 Portion corresponds to the reconstruction of the church in 1861 after it was largely destroyed by fire that same year. The new church was constructed reusing the brick walls although the entrances and windows were redesigned in the Italianate style rather than the Gothic style of the original building. The rectangular 1861 Portion is covered with a slate gabled roof. The steeple tower is at the East Elevation, and contains the main entrance to the sanctuary. This East Elevation contains a variety of features including a transom, door-side lights and semi-circular arched stained glass windows. The Italianate style is evident in the wide eaves and decorative and functional corbels, brackets and broken-pediment rakes.

The Steeple tower is 157 feet tall measuring from the ground to the tip of the spire, which is topped by a gold plated globe and weathervane with cardinal points indicator. The steeple houses four clock faces- one on each side- with Roman numerals. The hands and minute markers are gold leafed.

The Building rests on a granite foundation and the red brick is laid in a stretcher bond alternating nine courses of stretchers, to a single course alternating headers and stretchers, all laid in red mortar.

Characteristic of the Italianate style, the eaves of the 1861 Portion display a broad overhang accented by brackets and cornice moldings which are paired at the corners, with single brackets in between. The North and South elevations of the 1861 Portion contain three two-story-tall, stained glass windows with

stone sills and semi-circular arches with brick corbelled hoods. Each window contains two narrow arched panels topped by a centered circular pane. These are protected by storm windows. The stained glass windows date to 1910. Single windows of the same design are located on the East elevation of the Sanctuary flanking the Steeple tower.

The Building's main entrance on the East elevation of the 1861 Portion is set in a deeply recessed, arched opening, with the wood-paneled, double main entrance doors flanked by multi-pane side-lights and set under a semi-circular fan transom. The side walls of the entry recess are wood panels and the arched ceiling is constructed of narrow wood slats. The front stoop is granite paved, with wrought iron railings. Foot traffic approaches the stoop and entrance from either side: a concrete handicap ramp leads to the south side and has a stairway to Titcomb Street and to the north side granite steps with concrete landings connect to the front sidewalk.

Above the entrance the large, two story tall, arched stained glass window is filled with four narrow vertical panels of colored leaded glass and is protected by an outer storm window. The opening is capped by a brick lintel.

The first stage of the brick Steeple tower is punctuated by a pair of round-arched stained glass windows. A keystone arch in brick is centered on the façade. The second stage of the steeple is also square in plan with chamfered corners. The steeple façade displays three stories of stained glass windows, with higher openings being unglazed. Each side of the octagonal wooden belfry is punctuated by three open arches with large consoles at the corners. Resting on the belfry is an octagonal drum and a shingled spire.

Inserted low in the front wall to the left of the front door is a marble tablet reading "Congregational Society. Founded 1768. Erected 1826 on the site of the old church". This marble memorial stone was restored to the building in 1959 after an absence of nearly 100 years. The stone was formerly placed above the entrance of the church but was omitted when the church was rebuilt after the 1861 fire.

The 1910 Portion of the Building was added to the worship space to accommodate a larger, merged congregation. It houses offices, classrooms, rest rooms, social hall and two parlors. The exterior walls are brick laid in a stretcher bond alternating eight courses of stretcher to a single course alternating headers and stretchers with beige mortar in parts, red in others. The West Elevation displays evidence of a redesign which is defined by newer bricks and mismatched gray mortar. All window sills are granite, some are painted white.

The 1910 Portion is two stories high covered by a sloping, single-plane lean-to roof on the South section and a gable roof with the ridge line running East-West on the North section.

Second-story windows are all set in slightly arched openings, with six-over-six, double-hung sash.

There are entrances on the East, North and West elevations.

The East Elevation extends a short wall from the South Elevation of the 1861 Portion. The East entrance is sheltered under a porch with shed roof supported by four posts, and with wood railing along the garden edge. The East facing porch entry from the pedestrian access ramp has a small, broken-pediment gable over it. The upper portion of the entry door is glass with a single row of side lights to the left, and a blind, semi-circular fan above. The door is flanked by a double casement window with wood trim set in a slightly arched opening. The two windows on the second story are six-over-six, double hung sash set in slightly arched openings.

On the South Elevation, four of the six windows on the first story are six-over-six, double-hung sash set in semi-circular arched openings. A triple-wide, six-paned, casement window located nearest the southeast corner is set in a slightly arched opening. The sixth window is located in a former entry

opening that has been partially walled off on the interior. The windows at this former entrance are made up of the upper part of the old door, with a stationary semi-circular topped window filling the top section. The six windows on the second floor are six-over-six, double-hung sash set in slightly arched openings. The upper southwest corner of this elevation has some areas of damage from the removal of an old fire escape. Some bricks and mortar are missing or broken, especially around windows.

On the West Elevation, the entry is accessed by a concrete ramp and a stairstep with wrought iron railings. There are seven windows on both the first and second stories. An additional window is located midway between the floors to light a stairway. This window matches the second story windows, with six-over-six, double-hung sash set in slightly arched openings. There is a single attic window, which also matches those on the second story. The first story windows are all six-over-six, double-hung sash set in semi-circular arched openings.

The North Elevation contains a single door with a semi-circular transom window. The entry is accessed by two granite steps. There are four six-over-six, double-hung sash windows set in semi-circular arched openings to the west of the door. Five second story windows are consistent on configuration with the other second story windows of the 1910 Portion.

Twenty-two (22) original windows in the 1910 Portion of the Building have been replaced with similar but modern versions as follows: East Elevation, 1910 Portion: all three (3) windows; South Elevation, 1910 Portion: all twelve (12) windows - six (6) each on the ground and the second floor; West Elevation, 1910 Portion: all seven (7) windows on the ground floor. All remaining windows on the 1910 Portion, that is, nine (9) on the North Elevation and nine (9) on the West Elevation (those above the ground floor), are believed to be original to the 1910 construction.

The Building is more fully described in a series of documents included in the Baseline Documentation attached hereto and incorporated herein by this reference as Exhibits B, C, and D.

WHEREAS, the cultural, historical and architectural significance of the Building and Property emanates from its long associations as a house of worship and community meeting facility. The imposing Italianate architecture (designed by A.G. Perkins, with woodwork by Arthur Currier and masonry by Cashman Brothers) the Building contributes to the historic downtown streetscape providing an imposing edifice at the west end of Brown Square. The steeple seen from afar is a prominent feature of the city skyline and along with the other skyline profile landmarks which represent much of the historical development of Newburyport and more generally to the historic architectural character of the Newburyport Historic District, the Building and the Property being important to the public enjoyment and appreciation of their architectural and historical heritage; and

WHEREAS, the Building and the Property are a contributing resource to the Newburyport Historic District, listed in the State and National Registers of Historic Places on August 4, 1984, are historically significant for their architecture, associations and/or archeology, and qualify for the protections of perpetual preservation restrictions under Massachusetts General Laws, Chapter 184, sections 31, 32 and 33; and

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

WHEREAS, the preservation values of the Building and the Property values are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached hereto as Exhibits A, B, C, D, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date hereof.

WHEREAS, the Baseline Documentation shall consist of the following:

- Legal Property Description attached hereto as Exhibit A;
- Newburyport Assessor's Parcel Map for Parcel 47-31 attached hereto as Exhibit B;
- Massachusetts Historical Commission Inventory Form B dated June 1999, attached hereto as Exhibit C;
- A set of twenty-three (23) photographs of the Building taken [November 2019 (12) and January 2020 (11)] attached hereto as Exhibit D.

WHEREAS, the Building is in need of preservation and restoration; and

WHEREAS, the Grantor, in further consideration of the grant of funds by the Newburyport Community Preservation Fund for the restoration and rehabilitation of the steeple agrees and desires to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building;

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

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

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

1. Purpose: It is the Purpose of this Restriction to assure that the architectural, historic and cultural features of the exterior of the Building 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. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:
  - a. Any alteration to the appearance, materials, workmanship, condition or structural stability of

the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with requirements in paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit E.

- b. Any other act or use that may be harmful to the historic preservation of the Building or the Property.
  - c. Notwithstanding anything to the contrary in this section 2, in the event the Grantor is required by law to make improvements to the Building or Property or is required in writing by its insurance carrier to make improvements to the Building or Property in order to avoid revocation of insurance and the Grantor has exhausted all methods of variance or appeal process related to either applicable law or insurance qualifications, the Grantee and the Grantor agree that the Grantee may not forbid or limit the Grantor's ability to make the improvements. Said changes or improvements shall comply with the Secretary of Interior's Standards for the Rehabilitation of Historic Buildings, and shall be designed in consultation with and subject to reasonable review by Grantee.
3. Grantor's Covenants: Covenant to Maintain: Subject to paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair existing as of the date of this Restriction. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").
4. Grantor's Covenants: Prohibited Activities: The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:
- a. The Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
  - b. The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
  - c. No above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
  - d. No additions and/or outbuildings may be attached to the Building or erected on the Property without prior approval of the Grantee, with the exception of temporary structures necessary for the maintenance, restoration or repair of the Building, including but not limited to containers for the temporary storage of construction debris, as approved by local permitting authorities;



and

- e. Moving the Building to another location shall be forbidden without prior approval of the Commission.
5. Conditional Rights Requiring Grantee Approval: Subject to Paragraphs 2 and 4, and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the 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 except those currently in existence, 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 without approval of the Commission.

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

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4, the following rights, uses and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:
- a. The right to engage in all those acts and uses that:
    - i. Are permitted by governmental statute or regulation;
    - ii. Do not substantially impair the preservation values of the Building and Property;  
and
    - iii. Are not inconsistent with the Purpose of this Restriction;
  - b. Pursuant to the provisions of paragraph 3, 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.
  - c. In the event the Grantor is required by law to make improvements to the Building or Premises or is required in writing by its insurance carrier to make improvements to the Building or Premises in order to avoid revocation of insurance and the Grantor has exhausted all methods of variance or appeal process related to either applicable law or insurance qualifications, the Grantee and the Grantor agree that the Grantee may not forbid or limit the Grantor's ability to make the improvements which are required by law or by insurance qualifications and which are to maintain or improve the safe operation of the Grantor's business and provision of services for its employees and visitors. Said changes or improvements shall be subject to reasonable review by the Grantee.

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days 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, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.
8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.
9. Casualty Damage or Destruction: In the event the 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 damage or destruction, such notification including what, if any, temporary emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which Commission approval shall not be unreasonably withheld, which report shall include the following:
  - a) An assessment of the nature and extent of damage;
  - b) A determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
  - c) A report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.
10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/ reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/ reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction 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 seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

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

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire, injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, *if any*, of the mortgagee/lender to the insurance proceeds.
12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commission, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.
13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor:

Central Congregational Church UCC  
14 Titcomb Street  
PO Box 372  
Newburyport, MA 01950

Grantee:

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

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

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

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or Property received by Grantor from any government authority within five (5) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.
18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.
19. Runs with the Land: Except as provided in paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property 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 tide to the Property subject to the terms of respective successors in interest and all persons hereafter claiming

under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

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

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government, to a local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, the preservation of buildings or sites of historical significance. Conveyance, assignation, or transfer of this Restriction requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantee shall seek Grantor's approval of said conveyance, assignment or transfer and Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.
21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law. In the event Grantee does so remove, the Grantee shall provide notice of same to the Grantor and shall forthwith provide the Grantor with the name, address and further contact information of the designee.
22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Newburyport and approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex District Registry of Deeds.
23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.
24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interest in the Property that are subject to the taking and all incidental and direct damages resulting from taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.
25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

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

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

- 26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
- 27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.
- 28. Archeological Activities: The conduct of archaeological activities on the Property, including

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

29. Free Exercise of Religion: Grantor and Grantee agree that nothing herein is intended to limit the rights that Grantor may have under the First Amendment of the United States Constitution, Article 46 of the Amendments to the Massachusetts Constitution, and Article 2 of the Massachusetts Declaration of Rights. No provision of this Preservation Restriction shall impact, restrict, or restrain Grantor's right to alter, utilize and maintain the Property in keeping with its religious principles, practices or beliefs.

IN WITNESS WHEREOF, the Grantor sets its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
By:

GRANTOR:

CENTRAL CONGREGATIONAL CHURCH UCC

\_\_\_\_\_  
Stuart Johnson, Moderator  
Central Congregational Church UCC

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared Stuart Johnson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
Carol Daigle, Treasurer  
Central Congregational Church UCC

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared Carol Daigle, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION**

I, Glenn Richards, Chair of the Newburyport Historical Commission, hereby certify that at a meeting duly held on \_\_\_\_\_, 20\_\_\_\_, the Commission voted to accept the foregoing Preservation Restriction Agreement.

\_\_\_\_\_  
Glenn Richards, Chair, duly authorized  
Newburyport Historical Commission

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me, the undersigned notary public, personally appeared Glenn Richards, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Newburyport Historical Commission.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT**

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on \_\_\_\_\_, 2020, 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.

\_\_\_\_\_  
Richard B. Jones, City Clerk

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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:

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 \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared, Donna D. Holaday, proved to me through satisfactory evidence of identification, which was (a current driver’s license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Newburyport.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION**

**COMMONWEALTH OF MASSACHUSETTS**

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

MASSACHUSETTS HISTORICAL COMMISSION

\_\_\_\_\_  
Brona Simon  
Executive Director and Clerk

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**List of Attached Exhibits**

**Exhibit A**

Legal Property Description

**Exhibit B**

Newburyport Assessor's Map

**Exhibit C**

Massachusetts Historical Commission Inventory Form B

**Exhibit D**

Photos

**Exhibit E**

Restriction Guidelines

**Exhibit A**  
Legal Property Description

**Parcel 1**

The land in said Newburyport with the church building and vestry thereon bounded and described as follows:

Viz:

Northeasterly by Pleasant Street one hundred sixty seven feet;

Southeasterly by Titcomb Street one hundred four feet;

Southwesterly by the land of the heirs of Charles C. Stockman one hundred sixty-seven and 5/10 feet; and

Northwesterly in part by land of the Young Woman's Christian Association, and in part by the land of John Cortes, (formerly land of Paul Adams) one hundred four feet.

All of said measurements being more or less.

Source: Southern Essex District Registry of Deeds, Book 2713, Page 387.

**Parcel 2**

The land in Newburyport with buildings thereon, bounded and described as follows, viz –

Northwesterly            in part by land now or formerly of Mary C. Bridges, and in part by land of the Young Women's Christian Associations 45 feet 11 inches;

Southwesterly            by land of said Association 46 feet, 3 inches;

Southeasterly            by land of the Central Congregational Society, 59 feet, 10 inches; and

Northeasterly            by Pleasant Street, 42 feet, 8 inches.

All of said measurements being more or less.

Source: Southern Essex District Registry of Deeds, Book 5058, Page 52.

Exhibit B

Newburyport Assessor's Map – Parcel 47-31

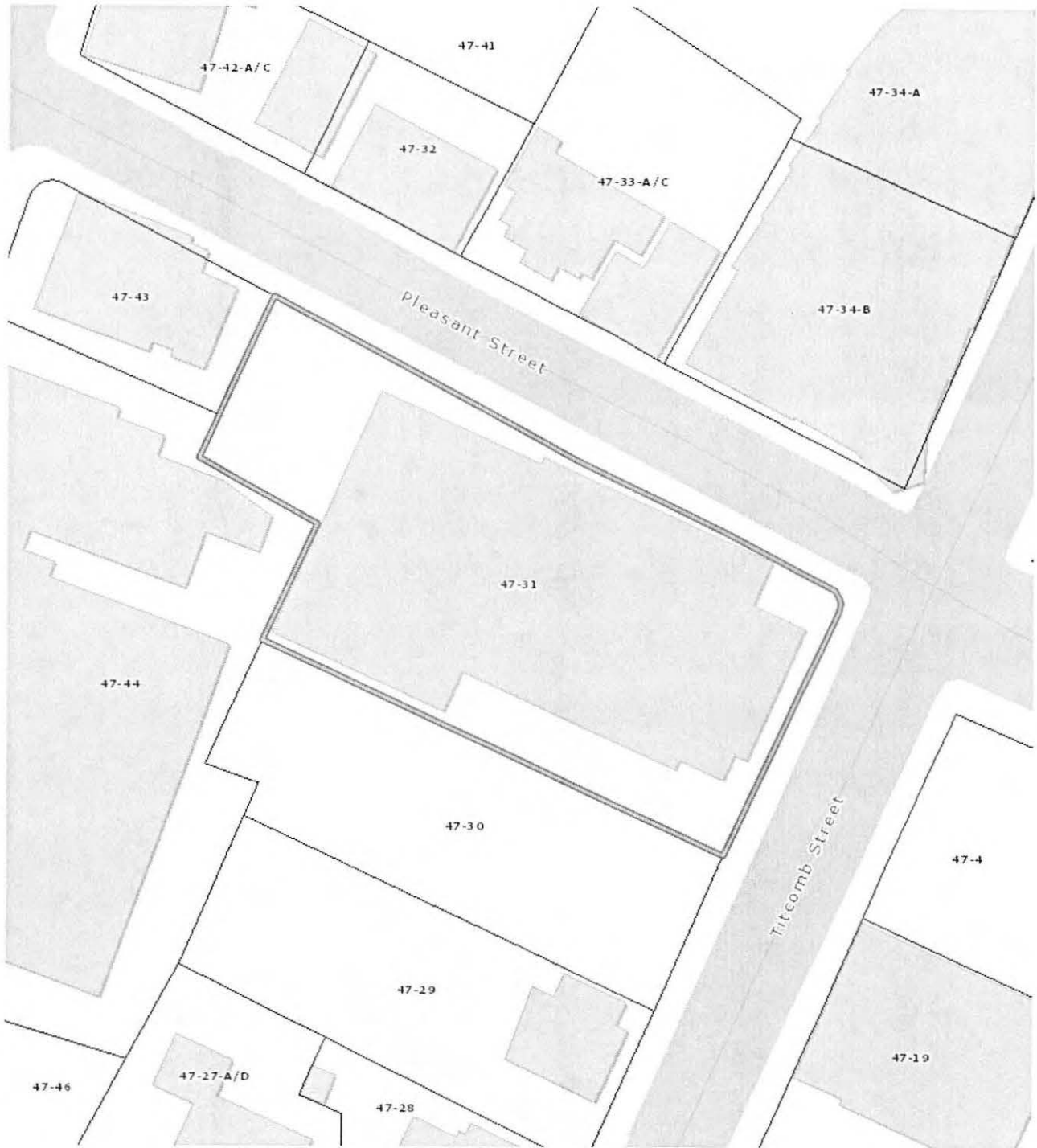


Exhibit C

Massachusetts Historical Commission Inventory Form B

FORM B - BUILDING

NRDIS 8/2/1984

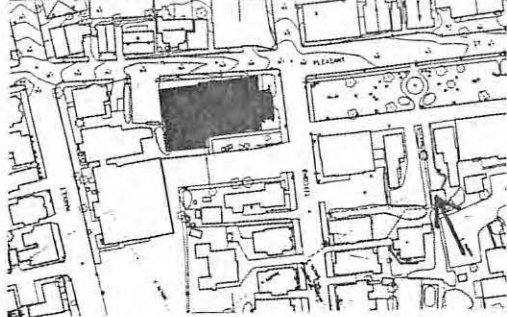
Assessor's number  
47-31

USGS Quad  
Newburyport

Area(s)  
L

Form Number  
482

Massachusetts Historical Commission  
Massachusetts Archives Building  
220 Morrissey Boulevard  
Boston, Massachusetts 02125



Town Newburyport

Place (neighborhood or village)

Address 14 Titcomb Street

Historic Name North Congregational Church  
(Central Congregational Church)

Uses: Present Church

Original Church

Date of Construction 1861

Source Currier, History of Newburyport

Style/Form Italianate

Architect/Builder unknown; 1911 addition - A.G. Perkins

Exterior Material:

Foundation Granite

Wall/Trim Brick

Roof Slate

Outbuildings/Secondary Structures

none

Major Alterations (with dates) 1911 - vestry addition,  
mastic removed from exterior stained glass windows;  
c.1960 - entrance; 1971 - steeple; various interior renov.

Condition good

Moved  no  yes Date

Acreage 16600 SF

Setting facing Brown Square

Recorded by Lisa Mausolf

Organization Newburyport Historical Commission

Date (month/year) June 1999

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

## BUILDING FORM (14 Titcomb Street)

### ARCHITECTURAL DESCRIPTION

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

The present appearance of the North Congregational Church (now the Central Congregational Church) corresponds to the reconstruction of the church in 1861 after it was largely destroyed by fire that same year. The new church was reportedly constructed reusing the brick walls although the entrances and windows were redesigned in the Italianate style rather than the Gothic style of the original building. The building rests on a granite foundation and the red brick is laid in a stretcher bond alternating nine courses of stretchers to a single course alternating headers and stretchers, all laid in red mortar. The exterior of the building was originally covered with mastic. The church is oriented with its steepled facade facing Brown Square Park.

Characteristic of the Italianate style, the eaves of the church display a broad overhang accented by brackets which are paired at the corners, with single brackets in between. The windows openings are all arched with the curve echoed in the roofline of the sections flanking the front tower and the curved molding above the clock.

At the base of the front tower the arched entrance is filled with c.1960 doors and is fronted by modern brick and concrete steps which are semi-circular in plan. Above the entrance the large arched window is filled with four narrow panels filled with colored leaded glass and is protected by an outer window. The opening is capped by a brick lintel. The first stage of the brick tower is punctuated by a pair of round-arched windows. The second stage of the steeple is also square in plan and is covered in a "rusticated" metal with chamfered corners. Each side of the belfry is punctuated by three open arches with large consoles at the corners. Resting on the belfry is an octagonal drum and a shingled spire. The predominant window on the outer bays of the facade and the side elevations is an arched stained glass window containing two arched panels with a circular pane centered at the top and stone sills. The gable roof is covered with slate shingles. Inserted on the front wall is a marble tablet reading "Congregational Society. Founded 1768. Erected 1826 on the site of the old church".

To the rear of the church building is a two-story section serving as a hall/Sunday School. This section measures five bays wide on the Pleasant Street elevation. The first floor openings arched with multi-paned windows capped by three-light curved transoms. The openings on the upper level are segmental with brick lintels and contain 6/6 sash. A two-story, flat-roofed vestry addition is located to the south of the sanctuary.

### HISTORICAL NARRATIVE

*Describe 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.*

A meetinghouse was first constructed on this site in 1768 by a group which had separated from the First Religious Society. In 1794 the group was incorporated as the Third Religious Society in Newburyport. The wood-frame building was oriented facing the Merrimack River and stood until 1826 when a new brick meetinghouse was built on the site. In 1860 the name of the Society was changed to the North Congregational Society of Newburyport. The Gothic-style building was destroyed by fire during a blizzard on March 21, 1861, leaving only the brick walls.

The brick walls were incorporated into the new building which was dedicated on October 23, 1861. (Unfortunately the Newburyport Public Library does not have the microfilm of the newspaper for that period.) As originally constructed, the exterior of the building was covered with mastic and the steeple was painted dark blue. The clock, known as "Old Betsey" was presented to the church by Miss Elizabeth Gerrish of Rings Island, Salisbury, in 1877. It replaced a clock destroyed by the 1861 fire. The bell in the tower was made in Sheffield, England and was presented to the church by Captain Joshua Hale and Josiah L. Hale. It reportedly first rang out on July 4, 1861. The church's original bell was made by Revere & Sons.

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



## INVENTORY FORM CONTINUATION SHEET

Town  
NewburyportProperty Address  
14 Titcomb Street  
Area(s) Form No.Massachusetts Historical Commission  
Massachusetts Archives Building  
220 Morrissey Boulevard  
Boston, Massachusetts 02125

L	482
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## HISTORICAL NARRATIVE:

In 1910 the three downtown Congregational Churches (the others being the Whitefield Church on State Street and the Prospect Street Society) decided to unite, keeping the North Church as their meetinghouse. Considerable changes were made to the North Church building to prepare it to become the Central Congregational Church. The mastic and outer course of bricks was stripped away and a new outer shell of bricks was set in place. A large addition was made to the existing vestry, according to plans by A.G. Perkins. The two-story, 34 x 53' addition was located on the southwest side of the old vestry, part of which was removed. Arthur Currier was responsible for the woodwork and the Cashman Brothers were the masons. The stained glass windows were added at the same time, the church was refrescoed and the steeple was painted a lighter shade of blue.

In 1931 a major remodeling of the interior of the church was completed including the reconstruction of the pulpit, redecorating and a new floor. At the rear of the pulpit the Bliss Memorial window was installed in honor of Charles Bliss (c. 1920). The architects for the renovations were Mowl & Rand of Boston and the window was designed by the Alfred Bell studio of Boston. Unfortunately a short time later, in 1932, the interior of the church had to be largely replaced after the ceiling crashed, crushing chandeliers, wiring, cornices, pulpit, pews and the choir loft. Additional alterations were made to the sanctuary in 1952 and 1963. State inspection records indicate that alterations were made to the building in 1953 according to the designs of Bourne, Connor, Nichols & Whiting of Boston. The marble memorial stone on the facade of the church was restored to the building in 1959 after an absence of nearly 100 years. The stone was formerly placed above the entrance of the church but was omitted when the church was rebuilt after the 1861 fire. The church steeple was restored in 1969 according to plans by Gilbert Small & Co. of Boston. In 1971 a new steeple was installed, a replica of the original.

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## Maps

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*Plan of Newburyport*. Philadelphia: H. McIntyre, 1851.  
Sanborn Insurance Maps. Massachusetts State Library, Boston, Massachusetts.

**EXHIBIT D**  
**Photos**

- Photo 1. East and North Elevations, 1861 Portion, January 2020
- Photo 2. North Elevation, 1861 Portion, January 2020
- Photo 3. North Elevation Window Details, 1861 Portion, January 2020
- Photo 4. North Elevations, 1861 Portion and 1910 Portion, January 2020
- Photo 5. East and North Elevations, 1861 Portion, January 2020
- Photo 6. East and North Elevations, 1861 Portion, January 2020
- Photo 7. East and North Elevations, 1861 Portion, January 2020
- Photo 8. East Elevation, 1861 Portion, January 2020
- Photo 9. East Elevation, 1861 Portion, November 2019
- Photo 10. East Elevation, 1861 Portion, November 2019
- Photo 11. East Elevation, 1861 Portion, November 2019
- Photo 12. East Elevation, 1910 Portion, and South Elevation, 1861 Portion, November 2019
- Photo 13. South Elevation, 1910 Portion, November 2019
- Photo 14. South and East Elevations, 1910 and 1861 Portions, November 2019
- Photo 15. East Elevation, 1910 Portion, South Elevation 1861 Portion, November 2019
- Photo 16. South and East Elevations, 1861 Portion, November 2019
- Photo 17. South Elevation, 1861 Portion, November 2019
- Photo 18. South Elevations, 1910 Portion and 1861 Portion, November 2019
- Photo 19. South and East Elevations, 1861 Portion, November 2019
- Photo 20. North Elevations, 1910 Portion and 1861 Portion, January 2020
- Photo 21. North Elevations, 1861 Portion and 1910 Portion, January 2020
- Photo 22. North Elevations, 1861 Portion and 1910 Portion, January 2020
- Photo 23. West Elevation, 1910 Portion, November 2019



Photo 1. East and North Elevations, 1861 Portion, January 2020



Photo 2. North Elevation, 1861 Portion, January 2020

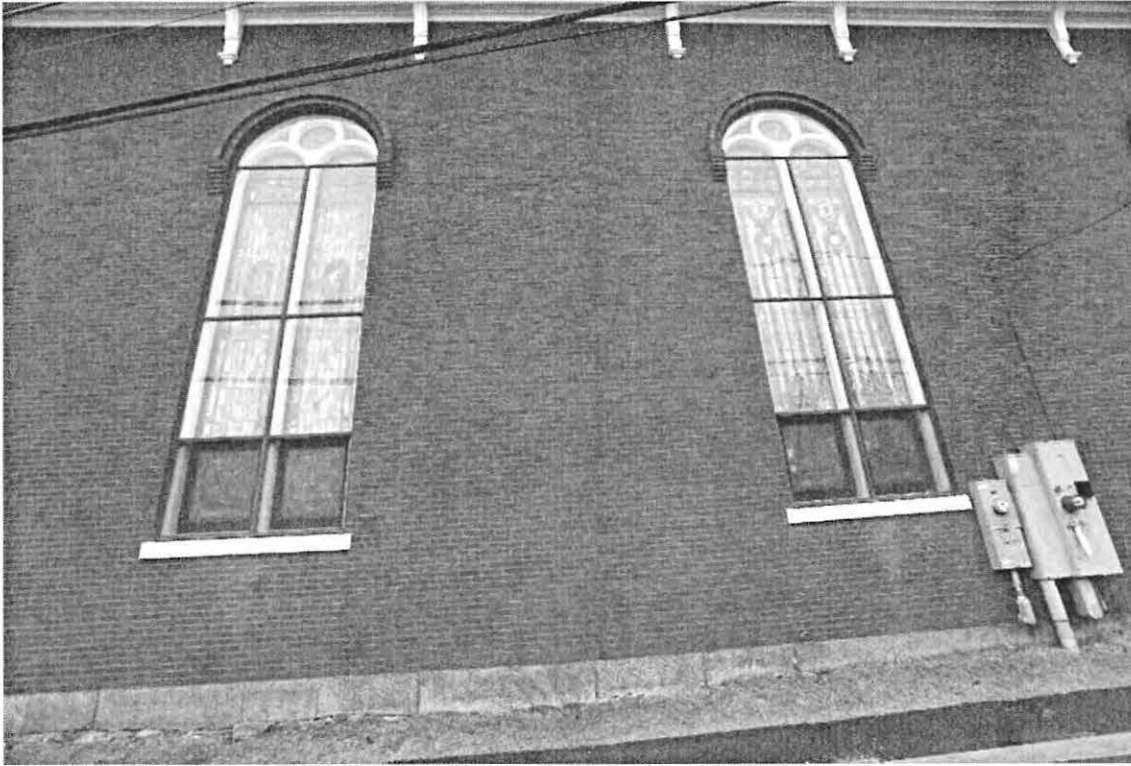


Photo 3. North Elevation Window Details, 1861 Portion, January 2020



Photo 4. North Elevations, 1861 Portion and 1910 Portion, January 2020



Photo 5. East and North Elevations, 1861 Portion, January 2020

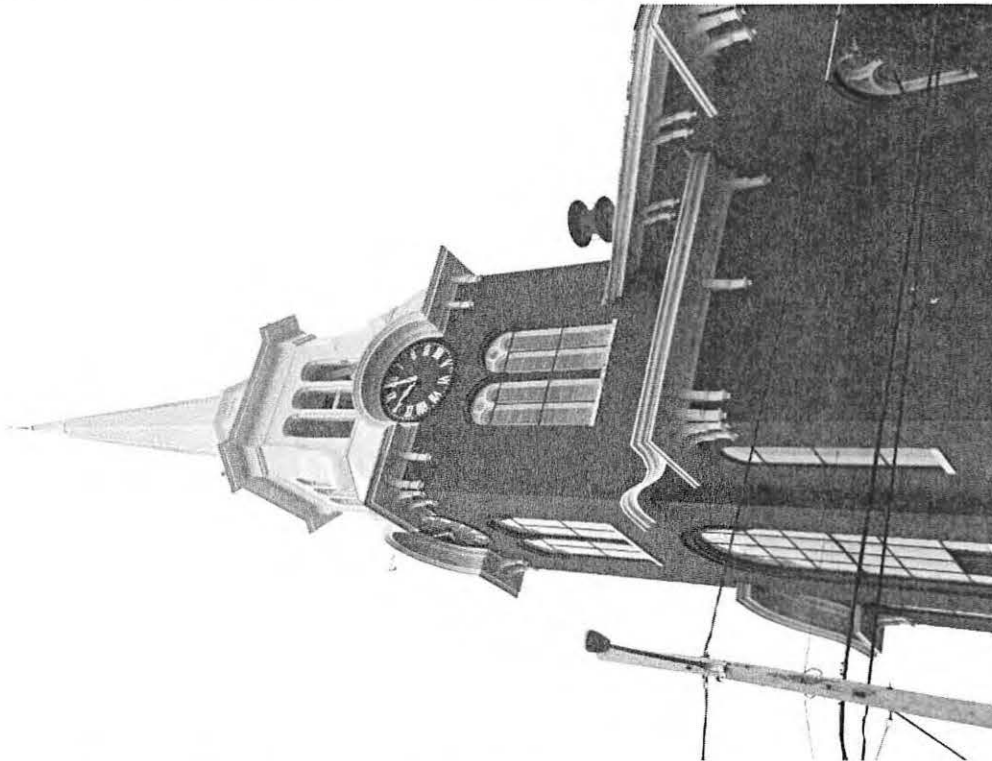


Photo 6. East and North Elevations, 1861 Portion, January 2020

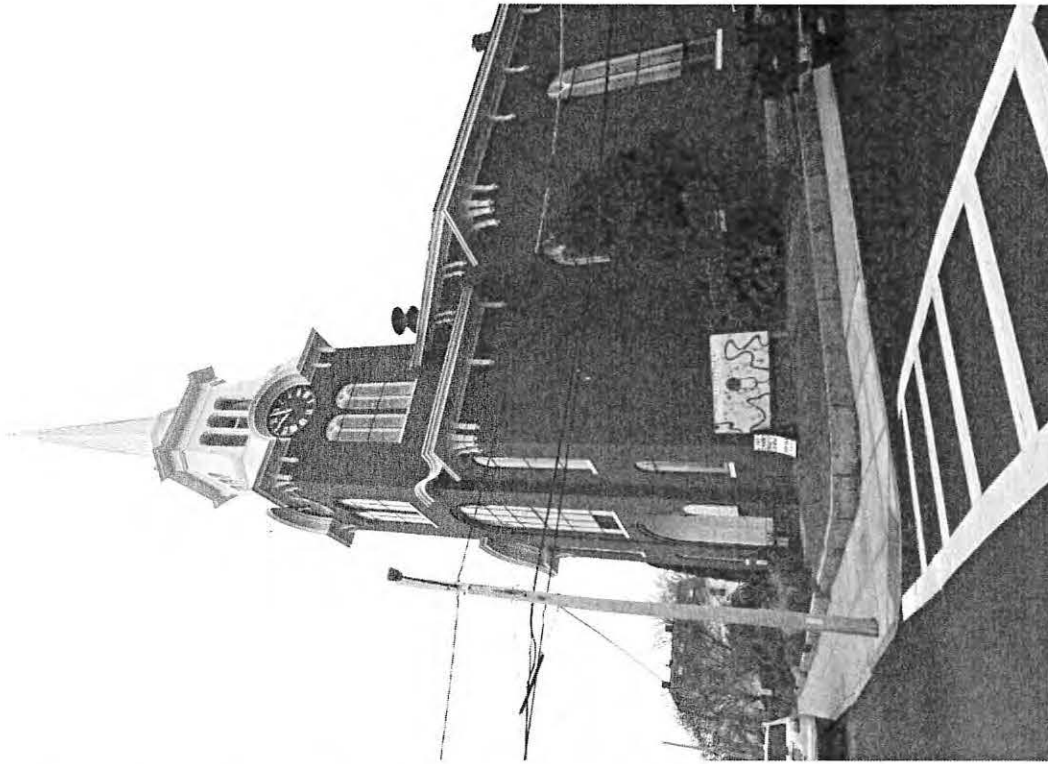


Photo 7. East and North Elevations, 1861 Portion, January 2020



Photo 8. East Elevation, 1861 Portion, January 2020

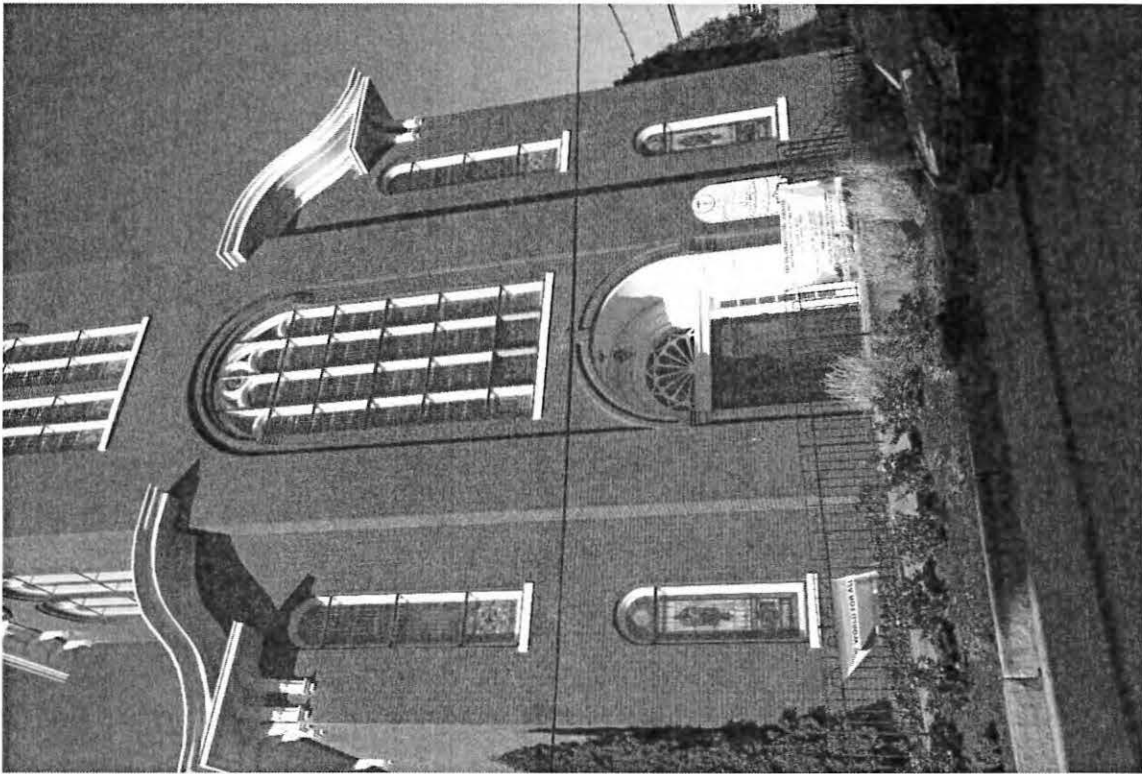


Photo 9. East Elevation, 1861 Portion, November 2019

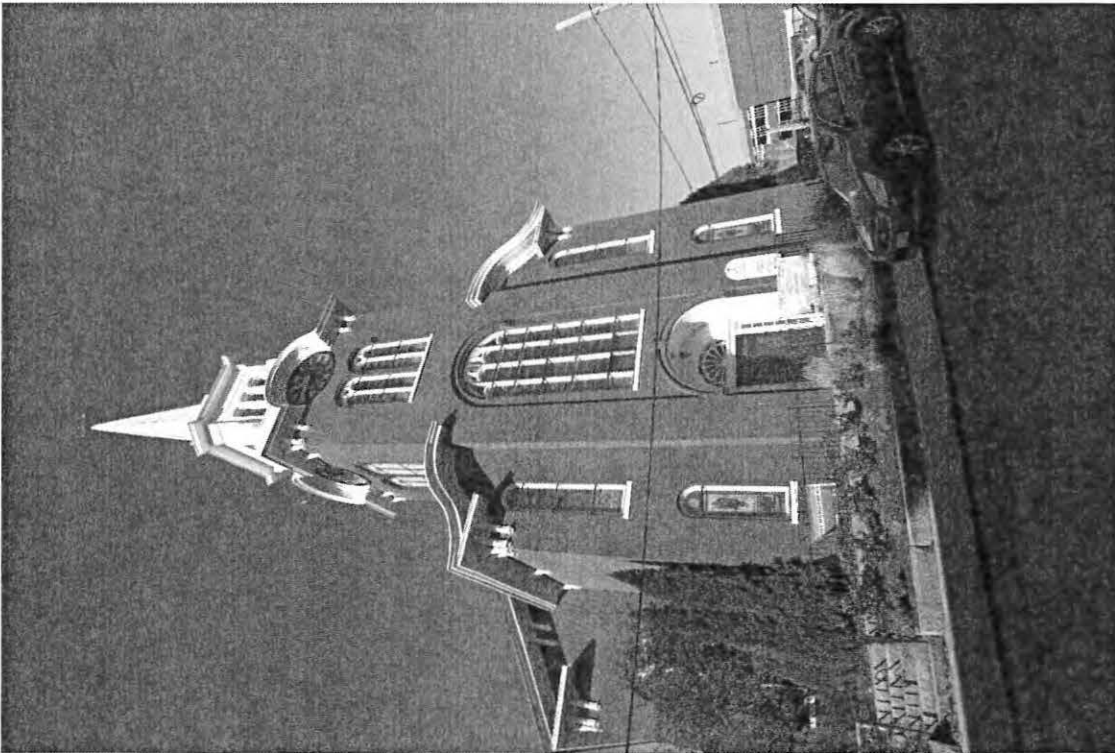


Photo 10. East Elevation, 1861 Portion, November 2019

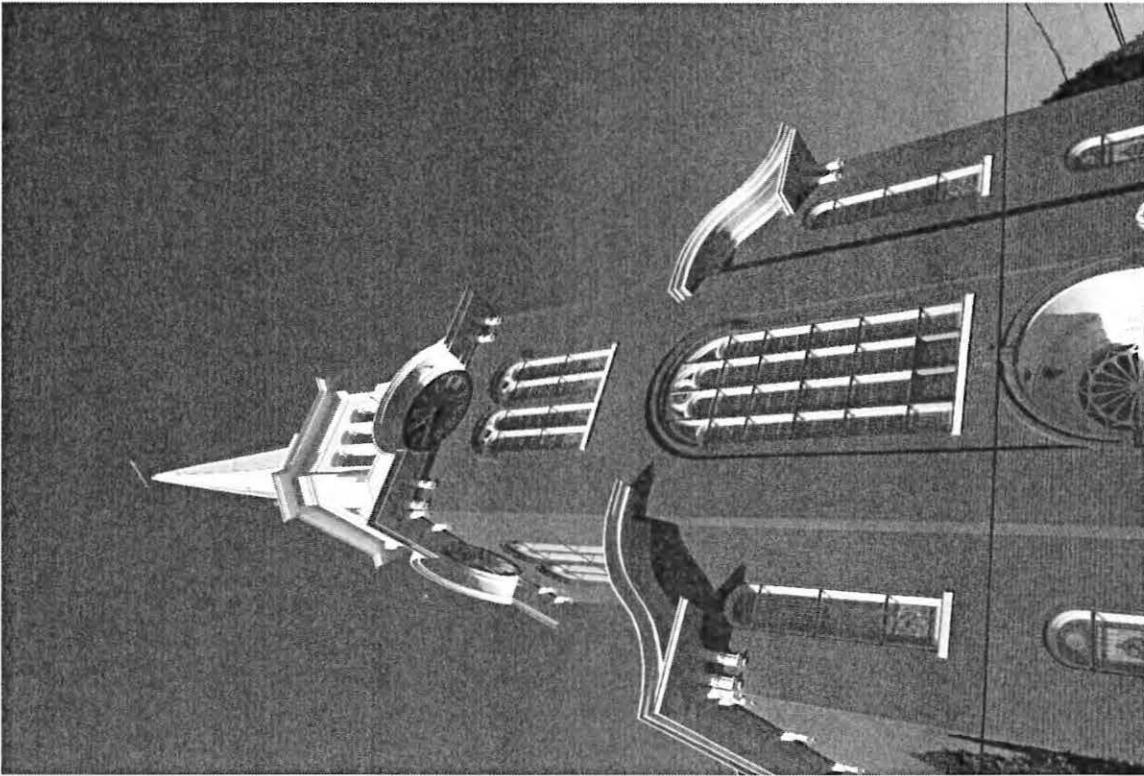


Photo 11. East Elevation, 1861 Portion, November 2019



Photo 12. East Elevation, 1910 Portion and South Elevation, 1861 Portion, November 2019





Photo 13. South Elevation, 1910 Portion, November 2019

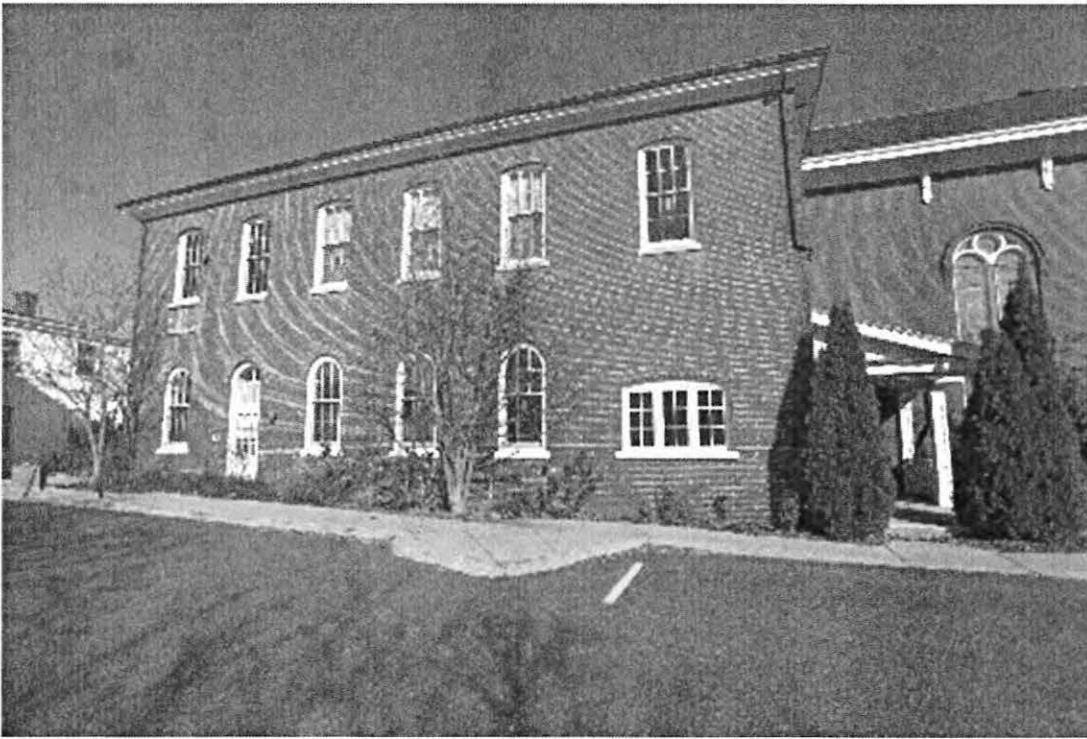


Photo 14. South Elevations, 1910 Portion and 1861 Portion, November 2019

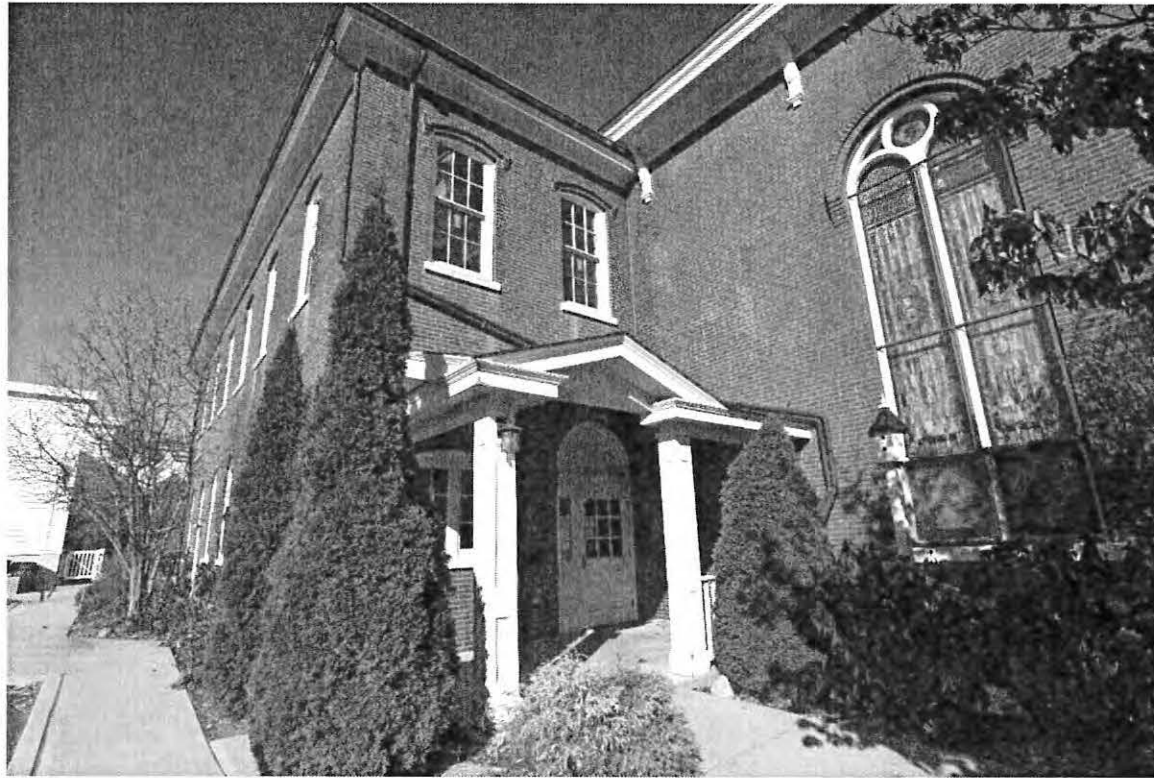


Photo 15. East Elevation, 1910 Portion, South Elevation 1861 Portion, November 2019



Photo 16. South and East Elevations, 1861 Portion, November 2019

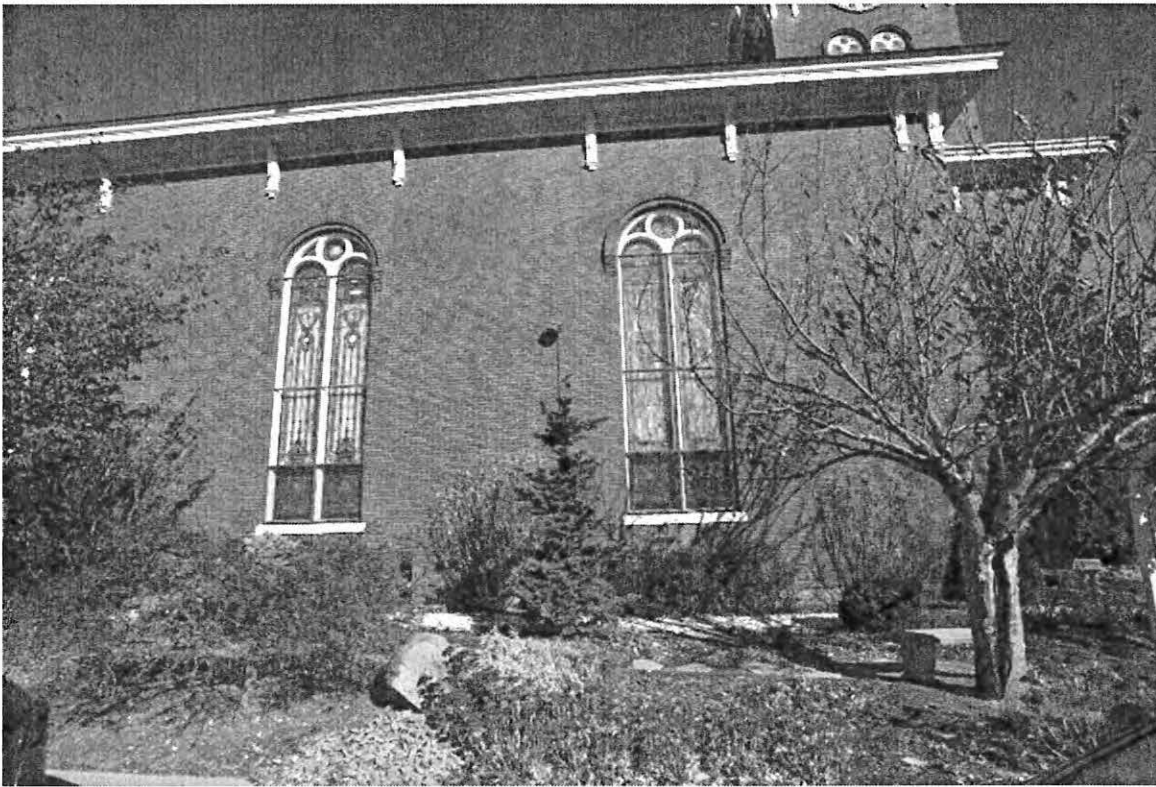


Photo 17. South Elevation, 1861 Portion, November 2019

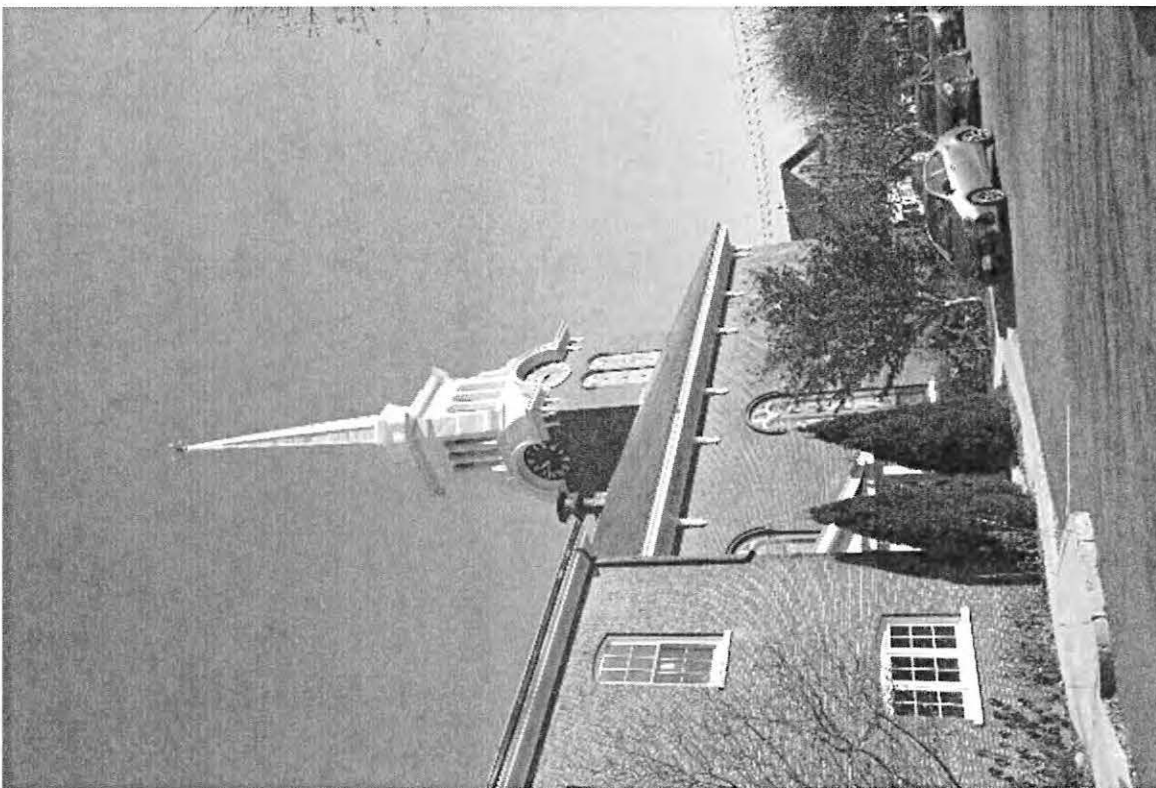


Photo 18. South Elevations, 1910 Portion and 1861 Portion, November 2019



Photo 19. South and East Elevations, 1861 Portion, November 2019



Photo 20. North Elevations, 1910 Portion and 1861 Portion, January 2020



Photo 21. North Elevations, 1861 Portion and 1910 Portion, January 2020



Photo 22. North Elevations, 1861 Portion and 1910 Portion, January 2020

## **Exhibit E Restriction Guidelines**

The purpose of the Restriction Guidelines is to clarify paragraphs 5 (five) and 6 (six) of the terms of the preservation restriction which deal with alterations to the Property. Under these sections permission from the Newburyport Historical Commission (NHC) is required for any major alteration. Alterations of a minor nature which are part of ordinary maintenance and repair do not require NHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change which must be reviewed by the NHC, 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 exterior decorative surfaces or distinctive exterior stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

### **Windows and Doors**

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

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

### **Exterior**

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

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

### **Landscape/Outbuildings**

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

Major - Moving or subdividing buildings or Property; altering or removing significant landscape features such as trees, gardens, vistas, and large plantings where such changes would alter the view of the Building; ground disturbance affecting archeological resources.

### **Heating/Air Conditioning/Electrical/Plumbing Systems**

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. dropped ceilings, disfigured walls or floors visible from the exterior through windows) or may potentially affect the physical characteristics or long-term structural integrity of the building. For example, adding air conditioning or humidification to an historic building may result in detrimental condensation within exterior walls.

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

It is the responsibility of the property owner to notify the NHC in writing when any major alterations are contemplated. Major alterations will necessitate review of plans and specifications by NHC.

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 Building, 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.

CITY OF NEWBURYPORT **ORDR216EP\_10\_13\_2020**



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IN CITY COUNCIL

**EMERGENCY PREAMBLE**

**ORDERED:**

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 ORDR216\_10\_13\_20, a Fiscal Year 2021 supplemental budget request, requires approval in order to meet the next regularly scheduled payroll in accordance with Charter Section 2-4.

Therefore, the City Council hereby affirmatively declares that an emergency exists such that ORDR216\_10\_13\_20 may be voted upon at its first introduction to this Council.

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Councillor Charles F. Tontar

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Councillor Afroz Khan





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: Mayor Donna D. Holaday  
Date: October 6, 2020  
Subject: Supplemental Budget Request #1

I hereby submit a FY2021 supplemental budget totaling \$42,000 in proposed expenditures. This request restores the reduction that was made to the line item for City Council salaries, which is required to maintain compliance with provisions of Newburyport City Charter. While it is likely that another supplemental budget request will be submitted prior to approval of the FY2021 tax rate, it was important to submit this particular item independently in order to meet the next regularly scheduled payroll on October 16, 2020

Specifically, section 2-4 of the Newburyport City Charter provides that:

*"The members of the city council shall receive such salary for their services as may from time to time be set by ordinance. No ordinance increasing or reducing the salary of the members of the city council shall be effective unless it shall have been adopted by a two-thirds vote of the full city council. No increase or reduction in such salary shall take effect during the term in which such increase or reduction is voted, and no change in such ordinance shall be made between the election of a new council and the qualification of the new council. Subject to appropriation, members of the city council shall be entitled to reimbursement of their actual and necessary expenses incurred in the performance of their duties."*

As such, I kindly request that the City Council approves this measure in one reading so that we can proceed with the regularly scheduled payroll and maintain compliance with Newburyport City Charter.

Thank you for your consideration.

CITY OF NEWBURYPORT

ORDR216\_10\_13\_2020



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IN CITY COUNCIL

ORDERED:

October 13, 2020

**THAT** the City Council of the City of Newburyport approves the Mayor's **Fiscal Year 2021 Supplemental Budget Request** in the total amount of \$42,000, to be appropriated as follows:

<b>Org</b>	<b>Object</b>	<b>Account Description</b>	<b>Amount</b>
01111001	51101	CCN SAL COUNCIL	\$42,000.00

\_\_\_\_\_  
Councillor Charles F. Tontar

\_\_\_\_\_  
Councillor Afroz Khan

## ORDINANCES