

**CITY COUNCIL “HYBRID”**

**MEETING AGENDA**

**January 31, 2022**

**City Council Meeting 7:30 pm**

**LOCATION: City Council Chambers, City Hall  
60 Pleasant Street, Newburyport**

Zoom details:

<https://us02web.zoom.us/j/81299990548>

Or One tap mobile :

US: +19292056099,81299990548#

Or Telephone:

US: +1 929 205 6099

Webinar ID: 812 9999 0548

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE --- COMM00386\_01\_31\_2022** Girl Scout Cookie Booth Sat.2/19/22 Market Sq.
- 5. PUBLIC COMMENT**
- 6. MAYOR'S COMMENT**
- 7. PRESENTATION: BULKHEAD PROJECT**

**CONSENT AGENDA**

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

**8. APPROVAL OF MINUTES**

- January 10, 2022 (Approve)

**9. COMMUNICATIONS**

- APPL00064\_01\_31\_2022 Newburyport Spring Half Marathon 4/24/2022 (PS)
- COMM00384\_01\_31\_2022 FY2022 Mid-Year Budget Report (B&F)
- COMM00385\_01\_31\_2022 STRU Fire Sprinkler Systems (L&P)

**10. TRANSFERS**

- TRAN00115\_01\_31\_2022 Receipts Reserved for Appr. Fuel \$50,000 to DPS Highway Fuel & Oil \$50,000 (B&F)
- TRAN00116\_01\_31\_2022 General Fund-Free Cash \$15,000 to PRK Maint-Trees \$15,000 (B&F)

**11. APPOINTMENTS**

*Re-Appointment*

- APPT00298\_01\_31\_2022 Joseph Grande 62 Russell St. Asst. Harbormaster/Shellfish 12/31/2024  
North Andover Sp. Police Officer

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

#### **BUDGET & FINANCE**

- ORDR300\_11\_08\_2021 Low St and Brown School Gym Order (amended 1/13/2022 in Cmte.)
- ORDR301\_11\_08\_2021 Authorizing-Acquisition-57-Low-St
- ORDR309\_11\_08\_2021 57 Low Street
- ORDR00314\_01\_10\_2022 West End Fire Station Land Eminent Domain Action

#### **LICENSE & PERMITS**

- APPL00060\_01\_10\_2022 State Automotive 2nd Hand MV License
- APPL00061\_01\_10\_2022 LCA Motors 2nd Hand MV License
- APPL00062\_01\_10\_2022 Newburyport Sunoco 2nd Hand MV License

#### **PUBLIC SAFETY**

- APPL00063\_01\_10\_2022 28th Frigid Fiver 2/6/22 11am-1pm 5K Rail Trail at Riverwalk
- APPT000297\_01\_10\_2022 Dr. Robin Blair 10 Dexter Ln. Board of Health 1/10/2025

#### **PUBLIC UTILITIES**

- Pole Hearing Storey Ave.

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

#### **REGULAR AGENDA**

### **9. MAYOR'S UPDATE**

### **10. FIRST READING APPOINTMENTS**

### **11. COMMUNICATIONS**

- COMM00382\_01\_31\_2022 Update from Global re 107 State Street
- COMM00383\_01\_31\_2022 NFD/OEM FY2021 Report to City Council
- COMM00386\_01\_31\_2022 Girl Scout Cookie Booth 2/19/22 Market Sq.

### **12. TRANSFERS**

- TRAN00117\_01\_31\_2022 Harbormaster-Retained Earnings \$54,900 to Navigation Channel Dredge Project \$54,900

### **13. SECOND READING APPOINTMENTS**

### **14. ORDERS**

- ORDR00317\_01\_31\_2022 \$600,000 Loan Order-Bulkhead Project
- ORDR00318\_01\_31\_2022 Authorizing Senior Comm. Ctr. Lease to Port Media/NCH

### **15. ORDINANCES**

- ODNC00104\_01\_31\_2022 Handicapped Parking Space – Liberty Street

### **16. COMMITTEE ITEMS**

## **Ad Hoc Committee on Economic Development**

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

- ODNC098\_10\_12\_2021 Permanent Parklets Legislation

## **Ad Hoc Committee on Market Landing Park and COTW**

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

## **Budget & Finance**

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

- ORDR300 11 08 2021 Low St and Brown School Gym Order (amended 1/13/2022 in Cmte.)
- ORDR301 11 08 2021 Authorizing-Acquisition-57-Low-St
- ORDR309 11 08 2021 57 Low Street
- ORDR00314 01 10 2022 West End Fire Station Land Eminent Domain Action

## **Education**

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

## **General Government**

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

- APPT00296\_01\_10\_2022 KP Law 101 Arch St. 12<sup>th</sup> Fl. Boston City Solicitor 2/1/23

## **License & Permits**

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

- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules
- APPL00060 01 10 2022 State Automotive 2nd Hand MV License
- APPL00061 01 10 2022 LCA Motors 2nd Hand MV License
- APPL00062 01 10 2022 Newburyport Sunoco 2nd Hand MV License

## **Neighborhoods & City Services**

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

- COMM299\_02\_08\_2021 Phillips Dr. Neighborhood Committee Ltr
- ODNC102\_11\_08\_2021 Late File - Ch. 17 Stormwater Management Revisions
- ODNC00103\_01\_10\_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance

## **Planning & Development**

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

- ODNC046\_01\_27\_2020 Zoning Amendment Short Term Rental Unit (STRU)

## **Public Safety**

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

- APPL00063 01 10 2022 28th Frigid Fiver 2/6/22 11am-1pm 5K Rail Trail at Riverwalk
- APPT000297 01 10 2022 Dr. Robin Blair 10 Dexter Ln. Board of Health 1/10/2025

## **Public Utilities**

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

- Pole Hearing Storey Ave.

## **Rules**

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

- ORDR239\_02\_8\_2021 Council Rule 7 and 10B

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

## **18. ADJOURNMENT**





## **CONSENT AGENDA**

**CITY COUNCIL “REMOTE”**

**MEETING MINUTES**

**January 10, 2022**

**City Council Meeting 7:30 pm**

**LOCATION: City Council Chambers, City Hall**

**60 Pleasant Street, Newburyport**

\*\*\*\*\*

**Remote Joint Meeting of the City Council and the School Committee 6:30 pm**

Zoom Details:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89498517476>

Or One tap mobile :

US: +13126266799,

Or Telephone:

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

US: +1 312 626 6799

Webinar ID: 894 9851 7476

International numbers available: <https://us02web.zoom.us/j/89498517476>

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**Remote Pole Hearing 7:15 pm**

**Remote Regular City Council Meeting 7:30 pm**

\*\*\*\*\*

Zoom details:

<https://us02web.zoom.us/j/81299990548>

Or One tap mobile :

US: +19292056099,81299990548# or +13017158592,81299990548#

Or Telephone:

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: 812 9999 0548

International numbers available: <https://us02web.zoom.us/j/81299990548>

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**POLE HEARING:**

**CALL TO ORDER**

The City Council President Heather Shand called the hearing to order at 7:40 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present Cameron, Khan, Lane, McCauley, Preston, Vogel, Wallace, Wright, Zeid, and Shand. 10 present using Zoom as a platform. The Clerk read the notice. Councillor Donahue present 7:45 pm

**PUBLIC COMMENT**

1. Paulo Sathler of National Grid presented the petition.
2. Patti Ann Lastennett of 14 Storey Ave

**DISCUSSION**

Paulo Sathler answered questions, then Councillor Lane spoke. Council President Shand closed the hearing. Motion to refer to Public Utilities by Councillor McCauley, seconded by Councillor Lane. Roll call vote. 11 yes. Motion passes.

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE

**3. CALL TO ORDER**

**4. COMMITTEE ASSIGNMENTS TO BE ANNOUNCED**

Council President Shand read the 2022 City Council Committee Assignments

**5. LATE FILE**

- APPT000297\_01\_10\_2022 Dr. Robin Blair Board of Health  
Motion to waive the rules and accept the late file by Councillor Zeid, seconded by Councillor McCauley.  
Roll call vote. 11 yes. Motion passes.

**6. PUBLIC COMMENT**

Jimmy Stewart 351 High Street

**7. MAYOR'S COMMENT**

**CONSENT AGENDA**

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**8. APPROVAL OF MINUTES**

- December 13, 2021 (Approve)
- January 3, 2022 School Committee Inauguration (Approve)
- January 3, 2022 City Council Inauguration (Approve)
- January 3, 2022 Mayoral Inauguration (Approve)

**9. COMMUNICATIONS**

- APPL00060\_01\_10\_2022 State Automotive 2nd Hand MV License (L&P)
- APPL00061\_01\_10\_2022 LCA Motors 2nd Hand MV License (L&P)
- APPL00062\_01\_10\_2022 Newburyport Sunoco 2nd Hand MV License (L&P)
- APPL00063\_01\_10\_2022 28th Frigid Fiver 2/6/22 11am-1pm 5K Rail Trail at Riverwalk (PS)

**10. TRANSFERS**

**11. APPOINTMENTS**

- APPT00296\_01\_10\_2022 KP Law 101 Arch St. 12<sup>th</sup> Fl. Boston City Solicitor 2/1/23 (GG)

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

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

**END OF CONSENT AGENDA**

**REGULAR AGENDA**

**9. MAYOR'S UPDATE**

**10. FIRST READING APPOINTMENTS**

- APPT000297\_01\_10\_2022 Dr. Robin Blair 10 Dexter Ln. Board of Health 1/10/2025  
Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

## 11. COMMUNICATIONS

## 12. TRANSFERS

## 13. SECOND READING APPOINTMENTS

- APPT295\_12\_13\_2021 David Zinck 6 Laurel Rd. Electrical Inspector 1/1/2023  
Motion to approve on second reading by Councillor Zeid, seconded by Councillor McCauley. Roll call vote.  
11 yes. Motion passes.

## 14. ORDERS

- ORDR00314\_01\_10\_2022 West End Fire Station Land Eminent Domain Action  
Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor McCauley. Roll call vote.  
11 yes. Motion passes.
- ORDR00315\_01\_10\_2022 City Council Meetings 2022  
Motion to approve as amended to move the meeting date 9/26/2022 to 9/27/2022 due to Rosh Hashanah by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes
- ORDR00316\_01\_10\_2022 City Council Rules 2022  
Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes

## 15. ORDINANCES

- ODNC084\_07\_12\_2021 (Veto) Streets, Sidewalks, and Other Public Places Alterations & Maintenance  
Motion to receive and file by Councillor Wallace, seconded by Councillor McCauley. Roll call vote. 11 yes.  
Motion passes
- ODNC00103\_01\_10\_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance  
Motion to refer to Neighborhood & City Services by Councillor Wallace, seconded by Councillor McCauley.  
Roll call vote. 11 yes. Motion passes

## 16. COMMITTEE ITEMS

### Ad Hoc Committee on Economic Development

#### *In Committee:*

- ODNC098\_10\_12\_2021 Permanent Parklets Legislation

### Ad Hoc Committee on Market Landing Park and COTW

#### *In Committee:*

### Budget & Finance

#### *In Committee:*

- ORDR300\_11\_08\_2021 Low St and Brown School Gym Order
- ORDR301\_11\_08\_2021 Authorizing-Acquisition-57-Low-St
- ORDR309\_11\_08\_2021 57 Low Street

### Education

#### *In Committee:*

### General Government

#### *In Committee:*

### License & Permits

#### *In Committee:*

- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules

## **Neighborhoods & City Services**

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

- COMM299\_02\_08\_2021 Phillips Dr. Neighborhood Committee Ltr
- ODNC102\_11\_08\_2021 Late File - Ch. 17 Stormwater Management Revisions

## **Planning & Development**

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

- ODNC046\_01\_27\_2020 Zoning Amendment Short Term Rental Unit (STRU)

## **Public Safety**

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

## **Public Utilities**

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

## **Rules**

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

- ORDR239\_02\_8\_2021 Council Rule 7 and 10B

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

Councillor Vogel mentioned the efforts of Global on the corner of State St. to keep the sidewalk clear of snow. Councillor Donahue gave a brief update regarding Global at 107 State St. and Mobil. After some discussion, Council President Shand announced that the City Council Retreat will take place on Saturday, January 29<sup>th</sup> at 10:00 am at the Senior & Community Center.

## **18. ADJOURNMENT**

Motion to adjourn at 8:28 pm by Councillor McCauley, seconded by Councillor Lane. Roll call vote. 11 yes. Motion passes.

# COMMUNICATIONS

## NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Tel. 603.601.5757

Fax.

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

- NAME OF EVENT: Newburyport Spring Half Marathon
- Date: April 24, 2022 Time: from 7:30 to 12:00
- Rain Date: N/A Time: from \_\_\_\_\_ to \_\_\_\_\_
2. Location: Cashman Park
3. Description of Property: \_\_\_\_\_ Public \_\_\_\_\_ Private \_\_\_\_\_
4. Name of Organizer: C5K & Sub 5 Racing City Sponsored Event: Yes \_\_\_\_\_ No X
- Contact Person
- Address: 14 Skyview Drive, Rindge NH Telephone: 603.899.3210
- E-Mail: chris@sub5racing.com Cell Phone: 603.801.5757
- Day of Event Contact & Phone: Chris Bernier 603.801.5757 or Ed O'Connor 978.235.3397
5. Number of Attendees Expected: 1200
6. MA Tax Number: \_\_\_\_\_
7. Is the Event Being Advertised? not yet Where? \_\_\_\_\_
8. What Age Group is the Event Targeted to? Adults 18+
9. Have You Notified Neighborhood Groups or Abutters? Yes \_\_\_\_\_ No \_\_\_\_\_, Who? not yet, but will when approved

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

- A. Vending: Food x Beverages x Alcohol x Goods \_\_\_\_\_ Total # of Vendors 5
- B. Entertainment: (Subject to City's Noise Ordinance.) Live Music \_\_\_\_\_ DJ x Radio/CD \_\_\_\_\_
- Performers \_\_\_\_\_ Dancing \_\_\_\_\_ Amplified Sound \_\_\_\_\_ Stage \_\_\_\_\_
- C. Games /Rides: Adult Rides \_\_\_\_\_ Kiddie Rides \_\_\_\_\_ Games \_\_\_\_\_ Raffle \_\_\_\_\_
- Other \_\_\_\_\_ Total # \_\_\_\_\_
- Name of Carnival Operator: \_\_\_\_\_
- Address: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes x No \_\_\_\_\_

**If yes:**

- a) How many trash receptacles will you be providing? 20
- b) How many recycling receptacles will you be providing? 20
- c) Will you be contracting for disposal of : **Trash** Yes x No      **Recycling** Yes x No
- i. If yes, size of dumpster(s): **Trash**                      **Recycling**
- ii. Name of disposal company: **Trash**                      **Recycling**
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes      No
- iv. If no, where will the trash & recycling be disposed ?

**If no:**

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

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

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

# 20 Standard      # 2 ADA accessible

Name of company providing the portable toilets: Red's



**FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY**

PARADE \_\_\_\_\_

ROAD RACE   x  

WALKATHON \_\_\_\_\_

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

Chris Bernier & Ed O'Connor

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

Chris Bernier 14 Skyview Drive Rindge NH 603.801.5757

Ed O'Connor 978.235.3397

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

Chris Bernier 603.801.5757

4. Date of Event: April 24, 2022 Expected Number of Participants: 1200

5. Start Time: 7:30am Expected End Time: 12 noon

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

Attached

7. Locations of Water Stops (if any): See attached

8. Will Detours for Motor Vehicles Be Required? no If so, where? \_\_\_\_\_


9. Formation Location & Time for Participants: Cashman Park; 6 am

10. Dismissal Location & Time for Participants: Cashman Park; noon

11. Additional Parade Information:

- Number of Floats: \_\_\_\_\_
- Locations of Viewing Stations: \_\_\_\_\_
- Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_
- Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No \_\_\_\_\_

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

CITY MARSHAL \_\_\_\_\_ 4 Green St. FIRE CHIEF  0 Greenleaf St.

DEPUTY DIRECTOR \_\_\_\_\_ 16A Perry Way CITY CLERK \_\_\_\_\_ 60 Pleasant St.

**FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY**

PARADE \_\_\_\_\_

ROAD RACE   x  

WALKATHON \_\_\_\_\_

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

Chris Bernier & Ed O'Connor

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

Chris Bernier 14 Skyview Drive Rindge NH 603.801.5757

Ed O'Connor 978.235.3397

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

Chris Bernier 603.801.5757

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CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF \_\_\_\_\_ 0 Greenleaf St.

DEPUTY DIRECTOR \_\_\_\_\_ 16A Perry Way CITY CLERK \_\_\_\_\_ 60 Pleasant St.

**FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY**

PARADE \_\_\_\_\_

ROAD RACE   x  

WALKATHON \_\_\_\_\_

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Chris Bernier & Ed O'Connor

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

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- Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_
- Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No \_\_\_\_\_

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

CITY MARSHAL \_\_\_\_\_

4 Green St.

FIRE CHIEF \_\_\_\_\_

0 Greenleaf St.

DEPUTY DIRECTOR \_\_\_\_\_

16A Perry Way

CITY CLERK \_\_\_\_\_

60 Pleasant St.

## DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

<b>Approval Required</b>	<b>Date:</b> _____ <b>Signature:</b> _____
_____	1. Special Events: _____
_____	2. Police: _____
	Is Police Detail Required: _____ # of Details Assigned: _____
_____	3. Traffic, Parking & Transportation: _____
_____	4. ISD/Health: _____
_____	5. Recycling: _____
_____	6. ISD/Building: _____
_____	7. Electrical: _____
_____	8. Fire: _____
	Is Fire Detail Required: _____ # of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>
	<input type="checkbox"/> Yes: \$ _____ due on _____ <input type="checkbox"/> No Fee for Special Events applies
	Other requirements/instructions per DPS _____
_____	10. Recreation Department: _____
_____	11. License Commission _____

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

### Limitations

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

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

### 13-101 Enforcement

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

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

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

10/21/21





# CERTIFICATE OF INSURANCE

PRINT DATE: 1/13/2022

CERTIFICATE NUMBER: 20220113876517

**AGENCY:**

Edgewood Partners Insurance Center  
5909 Peachtree Dunwoody Road, Suite 800  
Atlanta, GA 30328  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc. C5K Sports  
130 East Washington Street, Suite 800  
Indianapolis IN 46204

**INSURERS AFFORDING COVERAGE:**

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379  
INSURER B: Allied World National Assurance Company NAIC# 19489

**EVENT INFORMATION:**

Newburyport Spring Half Marathon (4/24/2022 - 4/24/2022)

**POLICY/COVERAGE INFORMATION:**

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

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TPM-IN-17-01268997	11/1/2021 12:01 AM	11/1/2022 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TPM-IN-17-01268998	11/1/2021 12:01 AM	11/1/2022 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2021 12:01 AM	11/1/2022 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

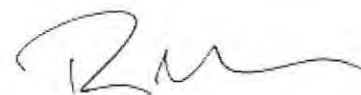
Excess policy follows form of underlying General Liability.

**CERTIFICATE HOLDER:**

City of Newburyport  
PO Box 550  
Newburyport MA 01950

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**



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

SEAN R. REARDON  
 MAYOR

ETHAN R. MANNING  
 FINANCE DIRECTOR/CITY AUDITOR

To: Mayor Sean R. Reardon  
 President and Members of the Newburyport City Council

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

Date: January 25, 2022

Subject: FY2022 Mid-Year Budget Report

Attached is the FY2022 Mid-Year Budget Report that includes a summary of budget expenditures for the period of July 1, 2021 through December 31, 2021. The report covers expenditures within the General Fund and the Water, Sewer, and Harbormaster Enterprise Funds. Also included is an update on the City's revenue collections.

**FY2022 Mid-Year Expenditures**

Mid-year expenditures were at 47.4% of budget for the General Fund, 59.0% for the Water Enterprise Fund, 56.5% for the Sewer Enterprise Fund and 53.5% for the Harbormaster Enterprise Fund. It is typical that expenditure levels are not exactly 50% at mid-year as major expenditures occur during various times of the year depending on the department or cost center. Below is a summary of the mid-year expenditures by fund, which is broken out in greater detail in the reports that follow.

	REVISED BUDGET	YTD EXPENDED	REMAINING BUDGET	% USED
001 GENERAL FUND	\$75,066,632	\$35,583,209	\$39,483,422	47.4%
060 WATER ENTERPRISE FUND	\$5,751,985	\$3,392,047	\$2,359,938	59.0%
061 SEWER ENTERPRISE FUND	\$7,898,758	\$4,465,019	\$3,433,739	56.5%
6520 HARBORMASTER ENTERPRISE FUND	\$522,232	\$279,577	\$242,655	53.5%
<b>TOTAL BUDGETARY FUNDS</b>	<b>\$89,239,607</b>	<b>\$43,719,853</b>	<b>\$45,519,754</b>	<b>49.0%</b>

While most department/cost centers show expenses below or near 50% of appropriations, those that were higher than 60% included:

- **General Administration (76.1%)**: The largest part of this cost center are municipal insurance premiums, which are paid at the start of the fiscal year.



- **Human Resources (61.0%):** A large component of this cost center are workers' compensation insurance premiums, which are paid at the start of the fiscal year.
- **Board of Registrar's (73.6%):** Elections work during the first half of the fiscal year was higher due to municipal election.
- **Conservation Commission (83.3%):** Funding for minute takers is drawn first from the General Fund budget and then from the revolving fund.
- **Planning Board (66.7%):** Funding for minute takers is drawn first from the General Fund budget and then from the revolving fund.
- **Zoning Board of Appeals (83.3%):** Funding for minute takers is drawn first from the General Fund budget and then from the revolving fund.
- **Legal (83.8%):** Due to higher utilization of City Solicitor services, including, but not limited to, planning and zoning-related matters.
- **Building Department (61.0%):** The local building inspector salary is drawn first from the General Fund and then from the revolving funds.
- **Historical Commission (75.0%):** Funding for minute takers is drawn first from the General Fund budget and then from the revolving fund.
- **Retirement Board (100.0%):** The City's appropriation to the Newburyport Retirement System is paid on July 1<sup>st</sup>.

Additional funding may be required in some accounts, such as snow and ice, legal services and overtime, due to the unpredictability of those line items. In accordance with state law, the City is allowed to exceed the budgetary appropriation for snow and ice removal as it is a matter of public safety. However, any deficit must be removed prior to year-end through the use of reserves or other available funds. If the deficit is not removed prior to year-end, then the shortage must be made-up in the next fiscal year's tax rate. In past years, Free Cash has been the primary source of funding to cover snow and ice, as well as, overtime deficits.

### **FY2022 Mid-Year Revenue**

Mid-year revenue was at 48.3% of the FY22 estimate for the General Fund, 52.6% for the Water Enterprise Fund, 54.6% for the Sewer Enterprise Fund and 65.9% for the Harbormaster Enterprise Fund. Below is a summary of the mid-year revenue by fund, which is broken out in greater detail in the reports that follow.

	<b>ESTIMATE</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% COLL</b>
001 GENERAL FUND	\$73,694,915	\$35,619,378	\$38,075,537	48.3%
060 WATER ENTERPRISE FUND	\$5,677,519	\$2,985,912	\$2,691,607	52.6%
061 SEWER ENTERPRISE FUND	\$7,575,758	\$4,139,441	\$3,436,317	54.6%
6520 HARBORMASTER ENTERPRISE FUND	\$522,232	\$343,932	\$178,301	65.9%
<b>TOTAL BUDGETARY FUNDS</b>	<b>\$87,470,424</b>	<b>\$43,088,662</b>	<b>\$44,381,762</b>	<b>49.3%</b>

A full copy of this report is available in the Financial Reports Center, located at:

<https://www.cityofnewburyport.com/financials>



## City of Newburyport FY2022 Mid-Year Report Overview

### Expenditures:

- Mid-year expenditures were at 47.4% of budget for the General Fund, 59.0% for the Water Ent. Fund, 56.5% for the Sewer Ent. Fund, 53.5% for the Harbormaster Ent. Fund.
- We anticipate the potential for operating budget transfers in the following line items by year-end:

Line Item	Potential Transfer	Reason
Legal	\$75,000	Variable based on activity
Snow & Ice	\$50,000	Variable - \$180,976 remaining as of 1/20/22
Fire Overtime	\$50,000	Variable based on coverage needs
Purchase Fuel/Oil	\$50,000	From RRFA Fuel Fund
Parks Maint/Trees	\$20,000	Tree removals; landscape materials
Legal Ads	\$2,000	Variable based on required notices
<b>Total</b>	<b>\$247,000</b>	

### Revenue:

- Mid-year revenue was at 48.3% of the FY22 estimate for the General Fund, 52.6% for the Water Ent. Fund, 54.6% for the Sewer Ent. Fund and 65.9% for the Harbormaster Ent. Fund.
- Personal Property Tax collections were down 3.3%; primarily driven by pandemic-related abatements for businesses that were closed in calendar year 2020. Higher collections are anticipated in the 2<sup>nd</sup> half of the fiscal year due to 2 new state directives taking effect, which change how assessors classify second homes and the methodology for assessing utility companies.
- Meals Excise Tax collections were up 37.9% and Room Occupancy Excise Tax collections were up 94.0% returning closer to pre-pandemic levels. Note that actual receipts included some prior year activity due to extended filing and payment deadlines put in place by the Department of Revenue.
- Penalties & Interest were down 17.5% due to fewer penalties and interest owed, predominantly on motor vehicle excise tax bills and accounts in tax title.
- Fee collections were down 37.6% due to lower tax title receipts (First half tax title revenue for the past three years: FY20 \$86,617, FY21 \$101,383, FY22 \$29,726).
- Licenses & Permits were up 69.7%; this is primarily driven by the building permit fees for a development at 3 Boston Way that were paid in October 2021 totaling \$240,000. Backing that payment out, receipts were up 12.2% compared to the first six months of the prior year. Collections in this category have not returned to pre-pandemic levels due to the continued suspension of Licensing Commission fees, which generate approximately \$195,000 in annual revenue for the General Fund.
- Medicaid reimbursements were up 69.2% due to prior year reimbursement requests that were submitted by the school district earlier in the fiscal year.
- The Water Fund was down 7.8% and the Sewer Fund was down 6.6% returning closer to pre-pandemic usage levels. At this time last year, the Water and Sewer Funds were up 11.7% and 11.5%, respectively, due to consumers staying home resulting in greater usage.
- The Harbormaster Fund was down 12.6% returning closer to pre-pandemic levels. At this time last year, Harbormaster receipts were up 50.0% due to a change in fee schedule and higher than normal boating activity.



# City of Newburyport FY2022 Mid-Year Expenditure Summary

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	REMAINING BUDGET	% USED
<b>001 GENERAL FUND</b>						
111 CITY COUNCIL	97,864	0	97,864	44,672	53,192	45.6%
121 MAYOR'S DEPARTMENT	341,652	0	341,652	153,040	188,612	44.8%
129 GENERAL ADMINISTRATION	364,545	0	364,545	277,337	87,208	76.1%
132 BUDGET CONTINGENCY	325,770	(325,588)	181	0	181	0.0%
135 AUDITOR'S DEPARTMENT	351,622	0	351,622	172,433	179,189	49.0%
141 ASSESSORS DEPARTMENT	256,093	3,057	259,150	120,563	138,587	46.5%
145 TREASURER'S DEPARTMENT	407,587	4,132	411,719	203,761	207,957	49.5%
151 INFO TECHNOLOGY DEPT	337,676	48,322	385,998	194,679	191,319	50.4%
152 HUMAN RESOURCES	316,791	8,500	325,291	198,391	126,899	61.0%
161 CITY CLERK'S DEPARTMENT	308,464	17,020	325,484	157,744	167,740	48.5%
163 BOARD OF REGISTRARS	71,940	0	71,940	52,977	18,964	73.6%
165 LICENSE COMMISSION	8,500	0	8,500	4,264	4,236	50.2%
171 CONSERVATION COMMISSION	1,800	0	1,800	1,500	300	83.3%
175 PLANNING BOARD	1,800	0	1,800	1,200	600	66.7%
176 ZONING BOARD	1,800	0	1,800	1,500	300	83.3%
182 PLANNING & DEVELOPMENT	476,802	11,335	488,137	249,728	238,410	51.2%
191 LEGAL DEPARTMENT	100,000	0	100,000	83,799	16,201	83.8%
210 POLICE DEPARTMENT	4,288,073	135,305	4,423,378	2,245,651	2,177,728	50.8%
220 FIRE DEPARTMENT	4,110,873	220,118	4,330,990	2,115,939	2,215,052	48.9%
241 BUILDING DEPARTMENT	184,635	0	184,635	112,719	71,916	61.0%
291 EMERGENCY MANAGEMENT	20,000	0	20,000	9,996	10,004	50.0%
292 ANIMAL CONTROL	66,499	0	66,499	32,387	34,112	48.7%
293 PARKING CLERK DEPARTMENT	594,794	0	594,794	260,254	334,540	43.8%
300 SCHOOL DEPARTMENT	33,485,466	0	33,485,466	13,662,641	19,822,825	40.8%
398 ESSEX NORTH SHORE TECH SCHOOL	105,000	0	105,000	56,697	48,303	54.0%
399 WHITTIER VO TECH SCHOOL	654,314	0	654,314	327,158	327,156	50.0%
421 PUBLIC SERVICES DEPARTMENT	3,342,391	34,866	3,377,257	1,774,668	1,602,590	52.5%
423 SNOW & ICE	290,000	0	290,000	60,257	229,743	20.8%
510 HEALTH DEPARTMENT	268,057	1,618	269,675	105,895	163,780	39.3%
519 SUSTAINABILITY	1,782,227	0	1,782,227	702,019	1,080,208	39.4%
541 COUNCIL ON AGING	308,874	3,620	312,494	152,863	159,630	48.9%
542 YOUTH SERVICES	437,121	0	437,121	184,140	252,981	42.1%
543 VETERANS' DEPARTMENT	286,673	1,492	288,166	127,126	161,040	44.1%
610 LIBRARY DEPARTMENT	1,445,978	6,400	1,452,378	698,540	753,839	48.1%
630 PARKS COMMISSION	400,475	1,824	402,299	211,536	190,763	52.6%
691 HISTORICAL COMMISSION	1,800	0	1,800	1,350	450	75.0%
710 DEBT EXCLUSION	3,171,735	0	3,171,735	1,289,218	1,882,518	40.6%
720 ORDINARY DEBT SERVICE	962,598	0	962,598	409,892	552,706	42.6%
911 RETIREMENT BOARD	4,768,156	0	4,768,156	4,767,617	539	100.0%
914 INSURANCE GROUP	9,895,472	0	9,895,472	4,105,747	5,789,725	41.5%
921 COMMISSION ON DISABILITY	2,693	0	2,693	1,310	1,382	48.7%
990 INTERFUND TRANSFERS OUT	0	250,000	250,000	250,000	0	100.0%
<b>001 GENERAL FUND Total</b>	<b>74,644,612</b>	<b>422,020</b>	<b>75,066,632</b>	<b>35,583,209</b>	<b>39,483,422</b>	<b>47.4%</b>
<b>060 WATER ENTERPRISE FUND Total</b>	<b>5,751,985</b>	<b>0</b>	<b>5,751,985</b>	<b>3,392,047</b>	<b>2,359,938</b>	<b>59.0%</b>
<b>061 SEWER ENTERPRISE FUND Total</b>	<b>7,675,758</b>	<b>223,000</b>	<b>7,898,758</b>	<b>4,465,019</b>	<b>3,433,739</b>	<b>56.5%</b>
<b>6520 HARBORMASTER ENTERPRISE FUND Total</b>	<b>522,232</b>	<b>0</b>	<b>522,232</b>	<b>279,577</b>	<b>242,655</b>	<b>53.5%</b>
<b>Grand Total</b>	<b>88,594,587</b>	<b>645,020</b>	<b>89,239,607</b>	<b>43,719,853</b>	<b>45,519,754</b>	<b>49.0%</b>



# City of Newburyport

## FY2022 Mid-Year Expenditures by Category

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	REMAINING BUDGET	% USED
<b>001 GENERAL FUND</b>						
<b>111 CITY COUNCIL</b>						
001 PERSONNEL SERVICES	83,864	0	83,864	30,672	53,192	36.6%
002 PURCHASE OF SERVICES	14,000	0	14,000	14,000	0	100.0%
<b>111 CITY COUNCIL Total</b>	<b>97,864</b>	<b>0</b>	<b>97,864</b>	<b>44,672</b>	<b>53,192</b>	<b>45.6%</b>
<b>121 MAYOR'S DEPARTMENT</b>						
001 PERSONNEL SERVICES	271,040	0	271,040	108,549	162,491	40.0%
002 PURCHASE OF SERVICES	62,612	0	62,612	36,491	26,121	58.3%
007 OTHER CHARGES & EXPENSES	8,000	0	8,000	8,000	0	100.0%
<b>121 MAYOR'S DEPARTMENT Total</b>	<b>341,652</b>	<b>0</b>	<b>341,652</b>	<b>153,040</b>	<b>188,612</b>	<b>44.8%</b>
<b>129 GENERAL ADMINISTRATION</b>						
001 PERSONNEL SERVICES	7,500	0	7,500	3,250	4,250	43.3%
002 PURCHASE OF SERVICES	146,500	0	146,500	70,316	76,184	48.0%
004 SUPPLIES	6,000	0	6,000	189	5,811	3.2%
007 OTHER CHARGES & EXPENSES	204,545	0	204,545	203,582	963	99.5%
<b>129 GENERAL ADMINISTRATION Total</b>	<b>364,545</b>	<b>0</b>	<b>364,545</b>	<b>277,337</b>	<b>87,208</b>	<b>76.1%</b>
<b>132 BUDGET CONTINGENCY</b>						
007 OTHER CHARGES & EXPENSES	325,770	(325,588)	181	0	181	0.0%
<b>132 BUDGET CONTINGENCY Total</b>	<b>325,770</b>	<b>(325,588)</b>	<b>181</b>	<b>0</b>	<b>181</b>	<b>0.0%</b>
<b>135 AUDITOR'S DEPARTMENT</b>						
001 PERSONNEL SERVICES	302,917	0	302,917	147,396	155,521	48.7%
002 PURCHASE OF SERVICES	46,500	0	46,500	24,000	22,500	51.6%
004 SUPPLIES	1,750	0	1,750	582	1,168	33.3%
007 OTHER CHARGES & EXPENSES	455	0	455	455	0	100.0%
<b>135 AUDITOR'S DEPARTMENT Total</b>	<b>351,622</b>	<b>0</b>	<b>351,622</b>	<b>172,433</b>	<b>179,189</b>	<b>49.0%</b>
<b>141 ASSESSORS DEPARTMENT</b>						
001 PERSONNEL SERVICES	222,633	3,057	225,690	107,518	118,172	47.6%
002 PURCHASE OF SERVICES	29,877	0	29,877	10,682	19,195	35.8%
004 SUPPLIES	3,000	0	3,000	1,801	1,199	60.0%
007 OTHER CHARGES & EXPENSES	583	0	583	563	20	96.6%
<b>141 ASSESSORS DEPARTMENT Total</b>	<b>256,093</b>	<b>3,057</b>	<b>259,150</b>	<b>120,563</b>	<b>138,587</b>	<b>46.5%</b>
<b>145 TREASURER'S DEPARTMENT</b>						
001 PERSONNEL SERVICES	349,737	4,132	353,869	174,847	179,022	49.4%
002 PURCHASE OF SERVICES	53,500	0	53,500	26,008	27,492	48.6%
004 SUPPLIES	2,250	0	2,250	1,023	1,227	45.5%
007 OTHER CHARGES & EXPENSES	2,100	0	2,100	1,884	216	89.7%
<b>145 TREASURER'S DEPARTMENT Total</b>	<b>407,587</b>	<b>4,132</b>	<b>411,719</b>	<b>203,761</b>	<b>207,957</b>	<b>49.5%</b>
<b>151 INFO TECHNOLOGY DEPT</b>						
001 PERSONNEL SERVICES	106,018	48,322	154,340	53,759	100,581	34.8%
002 PURCHASE OF SERVICES	229,658	0	229,658	139,811	89,847	60.9%



# City of Newburyport

## FY2022 Mid-Year Expenditures by Category

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	REMAINING BUDGET	% USED
004 SUPPLIES	2,000	0	2,000	1,109	891	55.5%
<b>151 INFO TECHNOLOGY DEPT Total</b>	<b>337,676</b>	<b>48,322</b>	<b>385,998</b>	<b>194,679</b>	<b>191,319</b>	<b>50.4%</b>
<b>152 HUMAN RESOURCES</b>						
001 PERSONNEL SERVICES	157,218	0	157,218	62,896	94,322	40.0%
002 PURCHASE OF SERVICES	157,873	8,500	166,373	134,766	31,607	81.0%
004 SUPPLIES	1,500	0	1,500	530	970	35.3%
007 OTHER CHARGES & EXPENSES	200	0	200	200	0	100.0%
<b>152 HUMAN RESOURCES Total</b>	<b>316,791</b>	<b>8,500</b>	<b>325,291</b>	<b>198,391</b>	<b>126,899</b>	<b>61.0%</b>
<b>161 CITY CLERK'S DEPARTMENT</b>						
001 PERSONNEL SERVICES	294,964	17,020	311,984	151,606	160,379	48.6%
002 PURCHASE OF SERVICES	13,500	0	13,500	6,138	7,362	45.5%
<b>161 CITY CLERK'S DEPARTMENT Total</b>	<b>308,464</b>	<b>17,020</b>	<b>325,484</b>	<b>157,744</b>	<b>167,740</b>	<b>48.5%</b>
<b>163 BOARD OF REGISTRARS</b>						
001 PERSONNEL SERVICES	4,440	0	4,440	2,214	2,226	49.9%
007 OTHER CHARGES & EXPENSES	67,500	0	67,500	50,762	16,738	75.2%
<b>163 BOARD OF REGISTRARS Total</b>	<b>71,940</b>	<b>0</b>	<b>71,940</b>	<b>52,977</b>	<b>18,964</b>	<b>73.6%</b>
<b>165 LICENSE COMMISSION</b>						
001 PERSONNEL SERVICES	7,500	0	7,500	3,750	3,750	50.0%
007 OTHER CHARGES & EXPENSES	1,000	0	1,000	514	486	51.4%
<b>165 LICENSE COMMISSION Total</b>	<b>8,500</b>	<b>0</b>	<b>8,500</b>	<b>4,264</b>	<b>4,236</b>	<b>50.2%</b>
<b>171 CONSERVATION COMMISSION</b>						
001 PERSONNEL SERVICES	1,800	0	1,800	1,500	300	83.3%
<b>171 CONSERVATION COMMISSION Total</b>	<b>1,800</b>	<b>0</b>	<b>1,800</b>	<b>1,500</b>	<b>300</b>	<b>83.3%</b>
<b>175 PLANNING BOARD</b>						
001 PERSONNEL SERVICES	1,800	0	1,800	1,200	600	66.7%
<b>175 PLANNING BOARD Total</b>	<b>1,800</b>	<b>0</b>	<b>1,800</b>	<b>1,200</b>	<b>600</b>	<b>66.7%</b>
<b>176 ZONING BOARD</b>						
001 PERSONNEL SERVICES	1,800	0	1,800	1,500	300	83.3%
<b>176 ZONING BOARD Total</b>	<b>1,800</b>	<b>0</b>	<b>1,800</b>	<b>1,500</b>	<b>300</b>	<b>83.3%</b>
<b>182 PLANNING &amp; DEVELOPMENT</b>						
001 PERSONNEL SERVICES	428,677	5,335	434,012	211,461	222,551	48.7%
002 PURCHASE OF SERVICES	45,075	6,000	51,075	37,731	13,344	73.9%
004 SUPPLIES	3,050	0	3,050	536	2,514	17.6%
<b>182 PLANNING &amp; DEVELOPMENT Total</b>	<b>476,802</b>	<b>11,335</b>	<b>488,137</b>	<b>249,728</b>	<b>238,410</b>	<b>51.2%</b>
<b>191 LEGAL DEPARTMENT</b>						
002 PURCHASE OF SERVICES	100,000	0	100,000	83,799	16,201	83.8%
<b>191 LEGAL DEPARTMENT Total</b>	<b>100,000</b>	<b>0</b>	<b>100,000</b>	<b>83,799</b>	<b>16,201</b>	<b>83.8%</b>



**City of Newburyport**  
**FY2022 Mid-Year Expenditures by Category**

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	REMAINING BUDGET	% USED
<b>210 POLICE DEPARTMENT</b>						
001 PERSONNEL SERVICES	3,946,731	135,305	4,082,036	2,097,875	1,984,161	51.4%
002 PURCHASE OF SERVICES	169,887	0	169,887	84,326	85,561	49.6%
004 SUPPLIES	70,100	0	70,100	18,840	51,260	26.9%
007 OTHER CHARGES & EXPENSES	21,630	0	21,630	15,953	5,677	73.8%
008 CAPITAL OUTLAY	79,725	0	79,725	28,657	51,068	35.9%
<b>210 POLICE DEPARTMENT Total</b>	<b>4,288,073</b>	<b>135,305</b>	<b>4,423,378</b>	<b>2,245,651</b>	<b>2,177,728</b>	<b>50.8%</b>
<b>220 FIRE DEPARTMENT</b>						
001 PERSONNEL SERVICES	3,832,823	220,118	4,052,940	1,997,100	2,055,840	49.3%
002 PURCHASE OF SERVICES	199,500	0	199,500	102,106	97,394	51.2%
004 SUPPLIES	73,000	0	73,000	13,503	59,497	18.5%
007 OTHER CHARGES & EXPENSES	5,550	0	5,550	3,230	2,320	58.2%
<b>220 FIRE DEPARTMENT Total</b>	<b>4,110,873</b>	<b>220,118</b>	<b>4,330,990</b>	<b>2,115,939</b>	<b>2,215,052</b>	<b>48.9%</b>
<b>241 BUILDING DEPARTMENT</b>						
001 PERSONNEL SERVICES	182,635	0	182,635	111,188	71,448	60.9%
004 SUPPLIES	2,000	0	2,000	1,532	468	76.6%
<b>241 BUILDING DEPARTMENT Total</b>	<b>184,635</b>	<b>0</b>	<b>184,635</b>	<b>112,719</b>	<b>71,916</b>	<b>61.0%</b>
<b>291 EMERGENCY MANAGEMENT</b>						
001 PERSONNEL SERVICES	18,000	0	18,000	9,000	9,000	50.0%
004 SUPPLIES	500	0	500	97	403	19.3%
007 OTHER CHARGES & EXPENSES	1,500	0	1,500	900	600	60.0%
<b>291 EMERGENCY MANAGEMENT Total</b>	<b>20,000</b>	<b>0</b>	<b>20,000</b>	<b>9,996</b>	<b>10,004</b>	<b>50.0%</b>
<b>292 ANIMAL CONTROL</b>						
001 PERSONNEL SERVICES	59,099	0	59,099	30,480	28,619	51.6%
002 PURCHASE OF SERVICES	4,950	0	4,950	1,050	3,900	21.2%
004 SUPPLIES	2,100	0	2,100	683	1,417	32.5%
007 OTHER CHARGES & EXPENSES	350	0	350	174	176	49.7%
<b>292 ANIMAL CONTROL Total</b>	<b>66,499</b>	<b>0</b>	<b>66,499</b>	<b>32,387</b>	<b>34,112</b>	<b>48.7%</b>
<b>293 PARKING CLERK DEPARTMENT</b>						
001 PERSONNEL SERVICES	250,594	0	250,594	113,010	137,584	45.1%
002 PURCHASE OF SERVICES	272,700	0	272,700	127,907	144,793	46.9%
004 SUPPLIES	71,500	0	71,500	19,337	52,163	27.0%
<b>293 PARKING CLERK DEPARTMENT Total</b>	<b>594,794</b>	<b>0</b>	<b>594,794</b>	<b>260,254</b>	<b>334,540</b>	<b>43.8%</b>
<b>300 SCHOOL DEPARTMENT</b>						
002 PURCHASE OF SERVICES	33,485,466	0	33,485,466	13,662,641	19,822,825	40.8%
<b>300 SCHOOL DEPARTMENT Total</b>	<b>33,485,466</b>	<b>0</b>	<b>33,485,466</b>	<b>13,662,641</b>	<b>19,822,825</b>	<b>40.8%</b>
<b>398 ESSEX NORTH SHORE TECH SCHOOL</b>						
002 PURCHASE OF SERVICES	105,000	0	105,000	56,697	48,303	54.0%
<b>398 ESSEX NORTH SHORE TECH SCHOOL Total</b>	<b>105,000</b>	<b>0</b>	<b>105,000</b>	<b>56,697</b>	<b>48,303</b>	<b>54.0%</b>



# City of Newburyport

## FY2022 Mid-Year Expenditures by Category

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	REMAINING BUDGET	% USED
<b>399 WHITTIER VO TECH SCHOOL</b>						
002 PURCHASE OF SERVICES	654,314	0	654,314	327,158	327,156	50.0%
<b>399 WHITTIER VO TECH SCHOOL Total</b>	<b>654,314</b>	<b>0</b>	<b>654,314</b>	<b>327,158</b>	<b>327,156</b>	<b>50.0%</b>
<b>421 PUBLIC SERVICES DEPARTMENT</b>						
001 PERSONNEL SERVICES	2,132,404	34,866	2,167,270	1,023,844	1,143,426	47.2%
002 PURCHASE OF SERVICES	577,487	0	577,487	208,983	368,504	36.2%
004 SUPPLIES	255,000	0	255,000	176,059	78,941	69.0%
008 CAPITAL OUTLAY	377,500	0	377,500	365,781	11,719	96.9%
<b>421 PUBLIC SERVICES DEPARTMENT Total</b>	<b>3,342,391</b>	<b>34,866</b>	<b>3,377,257</b>	<b>1,774,668</b>	<b>1,602,590</b>	<b>52.5%</b>
<b>423 SNOW &amp; ICE</b>						
001 PERSONNEL SERVICES	115,000	0	115,000	6,530	108,470	5.7%
002 PURCHASE OF SERVICES	175,000	0	175,000	53,727	121,273	30.7%
<b>423 SNOW &amp; ICE Total</b>	<b>290,000</b>	<b>0</b>	<b>290,000</b>	<b>60,257</b>	<b>229,743</b>	<b>20.8%</b>
<b>510 HEALTH DEPARTMENT</b>						
001 PERSONNEL SERVICES	231,243	1,618	232,861	95,940	136,921	41.2%
002 PURCHASE OF SERVICES	31,314	0	31,314	8,901	22,413	28.4%
004 SUPPLIES	4,500	0	4,500	1,014	3,486	22.5%
007 OTHER CHARGES & EXPENSES	1,000	0	1,000	40	960	4.0%
<b>510 HEALTH DEPARTMENT Total</b>	<b>268,057</b>	<b>1,618</b>	<b>269,675</b>	<b>105,895</b>	<b>163,780</b>	<b>39.3%</b>
<b>519 SUSTAINABILITY</b>						
001 PERSONNEL SERVICES	129,977	0	129,977	82,572	47,406	63.5%
002 PURCHASE OF SERVICES	1,650,750	0	1,650,750	618,936	1,031,814	37.5%
004 SUPPLIES	1,500	0	1,500	511	989	34.1%
<b>519 SUSTAINABILITY Total</b>	<b>1,782,227</b>	<b>0</b>	<b>1,782,227</b>	<b>702,019</b>	<b>1,080,208</b>	<b>39.4%</b>
<b>541 COUNCIL ON AGING</b>						
001 PERSONNEL SERVICES	277,374	3,620	280,994	135,123	145,871	48.1%
002 PURCHASE OF SERVICES	21,500	0	21,500	15,153	6,347	70.5%
004 SUPPLIES	10,000	0	10,000	2,588	7,412	25.9%
<b>541 COUNCIL ON AGING Total</b>	<b>308,874</b>	<b>3,620</b>	<b>312,494</b>	<b>152,863</b>	<b>159,630</b>	<b>48.9%</b>
<b>542 YOUTH SERVICES</b>						
001 PERSONNEL SERVICES	355,321	0	355,321	157,131	198,190	44.2%
002 PURCHASE OF SERVICES	26,300	0	26,300	11,711	14,589	44.5%
007 OTHER CHARGES & EXPENSES	55,500	0	55,500	15,298	40,202	27.6%
<b>542 YOUTH SERVICES Total</b>	<b>437,121</b>	<b>0</b>	<b>437,121</b>	<b>184,140</b>	<b>252,981</b>	<b>42.1%</b>
<b>543 VETERANS' DEPARTMENT</b>						
001 PERSONNEL SERVICES	145,345	1,492	146,838	71,438	75,400	48.7%
002 PURCHASE OF SERVICES	7,268	0	7,268	2,091	5,177	28.8%
007 OTHER CHARGES & EXPENSES	134,060	0	134,060	53,597	80,463	40.0%
<b>543 VETERANS' DEPARTMENT Total</b>	<b>286,673</b>	<b>1,492</b>	<b>288,166</b>	<b>127,126</b>	<b>161,040</b>	<b>44.1%</b>



# City of Newburyport

## FY2022 Mid-Year Expenditures by Category

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	REMAINING BUDGET	% USED
<b>610 LIBRARY DEPARTMENT</b>						
001 PERSONNEL SERVICES	1,072,551	6,400	1,078,951	501,875	577,076	46.5%
002 PURCHASE OF SERVICES	373,427	0	373,427	196,664	176,763	52.7%
007 OTHER CHARGES & EXPENSES	0	0	0	0	0	
<b>610 LIBRARY DEPARTMENT Total</b>	<b>1,445,978</b>	<b>6,400</b>	<b>1,452,378</b>	<b>698,540</b>	<b>753,839</b>	<b>48.1%</b>
<b>630 PARKS COMMISSION</b>						
001 PERSONNEL SERVICES	309,425	1,824	311,249	143,344	167,905	46.1%
002 PURCHASE OF SERVICES	32,600	0	32,600	25,142	7,458	77.1%
004 SUPPLIES	46,000	0	46,000	37,196	8,804	80.9%
007 OTHER CHARGES & EXPENSES	450	0	450	450	0	100.0%
008 CAPITAL OUTLAY	12,000	0	12,000	5,404	6,596	45.0%
<b>630 PARKS COMMISSION Total</b>	<b>400,475</b>	<b>1,824</b>	<b>402,299</b>	<b>211,536</b>	<b>190,763</b>	<b>52.6%</b>
<b>691 HISTORICAL COMMISSION</b>						
001 PERSONNEL SERVICES	1,800	0	1,800	1,350	450	75.0%
<b>691 HISTORICAL COMMISSION Total</b>	<b>1,800</b>	<b>0</b>	<b>1,800</b>	<b>1,350</b>	<b>450</b>	<b>75.0%</b>
<b>710 DEBT EXCLUSION</b>						
009 DEBT SERVICE	3,171,735	0	3,171,735	1,289,218	1,882,518	40.6%
<b>710 DEBT EXCLUSION Total</b>	<b>3,171,735</b>	<b>0</b>	<b>3,171,735</b>	<b>1,289,218</b>	<b>1,882,518</b>	<b>40.6%</b>
<b>720 ORDINARY DEBT SERVICE</b>						
009 DEBT SERVICE	962,598	0	962,598	409,892	552,706	42.6%
<b>720 ORDINARY DEBT SERVICE Total</b>	<b>962,598</b>	<b>0</b>	<b>962,598</b>	<b>409,892</b>	<b>552,706</b>	<b>42.6%</b>
<b>911 RETIREMENT BOARD</b>						
001 PERSONNEL SERVICES	4,768,156	0	4,768,156	4,767,617	539	100.0%
<b>911 RETIREMENT BOARD Total</b>	<b>4,768,156</b>	<b>0</b>	<b>4,768,156</b>	<b>4,767,617</b>	<b>539</b>	<b>100.0%</b>
<b>914 INSURANCE GROUP</b>						
001 PERSONNEL SERVICES	9,490,925	0	9,490,925	3,701,200	5,789,725	39.0%
010 OTHER FINANCING USES	404,547	0	404,547	404,547	0	100.0%
<b>914 INSURANCE GROUP Total</b>	<b>9,895,472</b>	<b>0</b>	<b>9,895,472</b>	<b>4,105,747</b>	<b>5,789,725</b>	<b>41.5%</b>
<b>921 COMMISSION ON DISABILITY</b>						
001 PERSONNEL SERVICES	2,693	0	2,693	1,310	1,382	48.7%
<b>921 COMMISSION ON DISABILITY Total</b>	<b>2,693</b>	<b>0</b>	<b>2,693</b>	<b>1,310</b>	<b>1,382</b>	<b>48.7%</b>
<b>990 INTERFUND TRANSFERS OUT</b>						
010 OTHER FINANCING USES	0	250,000	250,000	250,000	0	100.0%
<b>990 INTERFUND TRANSFERS OUT Total</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>0</b>	<b>100.0%</b>
<b>001 GENERAL FUND Total</b>	<b>74,644,612</b>	<b>422,020</b>	<b>75,066,632</b>	<b>35,583,209</b>	<b>39,483,422</b>	<b>47.4%</b>

### 060 WATER ENTERPRISE FUND

#### 450 WATER DEPARTMENT





**City of Newburyport**  
**FY2022 Mid-Year Expenditures by Category**

	ORIGINAL APPROP.	TRANSFERS/ ADJUST.	REVISED BUDGET	YTD EXPENDED	REMAINING BUDGET	% USED
001 PERSONNEL SERVICES	2,287,613	26,683	2,314,296	1,230,766	1,083,530	53.2%
002 PURCHASE OF SERVICES	1,159,756	0	1,159,756	479,905	679,850	41.4%
004 SUPPLIES	191,370	0	191,370	75,597	115,773	39.5%
007 OTHER CHARGES & EXPENSES	136,861	(26,683)	110,178	90,164	20,013	81.8%
008 CAPITAL OUTLAY	315,000	0	315,000	39,519	275,481	12.5%
009 DEBT SERVICE	1,645,782	0	1,645,782	1,460,491	185,291	88.7%
010 OTHER FINANCING USES	15,604	0	15,604	15,604	0	100.0%
<b>450 WATER DEPARTMENT Total</b>	<b>5,751,985</b>	<b>0</b>	<b>5,751,985</b>	<b>3,392,047</b>	<b>2,359,938</b>	<b>59.0%</b>
<b>060 WATER ENTERPRISE FUND Total</b>	<b>5,751,985</b>	<b>0</b>	<b>5,751,985</b>	<b>3,392,047</b>	<b>2,359,938</b>	<b>59.0%</b>
<b>061 SEWER ENTERPRISE FUND</b>						
<b>440 SEWER DEPARTMENT</b>						
001 PERSONNEL SERVICES	2,513,863	28,577	2,542,440	1,329,841	1,212,598	52.3%
002 PURCHASE OF SERVICES	1,310,711	40,000	1,350,711	579,588	771,123	42.9%
004 SUPPLIES	487,950	0	487,950	189,396	298,554	38.8%
007 OTHER CHARGES & EXPENSES	133,729	(28,577)	105,152	84,605	20,548	80.5%
008 CAPITAL OUTLAY	271,000	0	271,000	57,065	213,935	21.1%
009 DEBT SERVICE	2,940,303	0	2,940,303	2,023,322	916,980	68.8%
010 OTHER FINANCING USES	18,202	183,000	201,202	201,202	0	100.0%
<b>440 SEWER DEPARTMENT Total</b>	<b>7,675,758</b>	<b>223,000</b>	<b>7,898,758</b>	<b>4,465,019</b>	<b>3,433,739</b>	<b>56.5%</b>
<b>061 SEWER ENTERPRISE FUND Total</b>	<b>7,675,758</b>	<b>223,000</b>	<b>7,898,758</b>	<b>4,465,019</b>	<b>3,433,739</b>	<b>56.5%</b>
<b>6520 HARBORMASTER ENTERPRISE FUND</b>						
<b>295 HARBORMASTER DEPARTMENT</b>						
001 PERSONNEL SERVICES	331,135	1,828	332,963	181,083	151,880	54.4%
002 PURCHASE OF SERVICES	51,750	0	51,750	15,858	35,892	30.6%
004 SUPPLIES	13,600	0	13,600	9,082	4,518	66.8%
007 OTHER CHARGES & EXPENSES	16,328	(1,828)	14,500	9,488	5,012	65.4%
008 CAPITAL OUTLAY	30,000	0	30,000	946	29,054	3.2%
009 DEBT SERVICE	78,098	0	78,098	61,799	16,299	79.1%
010 OTHER FINANCING USES	1,322	0	1,322	1,322	0	100.0%
<b>295 HARBORMASTER DEPARTMENT Total</b>	<b>522,232</b>	<b>0</b>	<b>522,232</b>	<b>279,577</b>	<b>242,655</b>	<b>53.5%</b>
<b>6520 HARBORMASTER ENTERPRISE FUND Total</b>	<b>522,232</b>	<b>0</b>	<b>522,232</b>	<b>279,577</b>	<b>242,655</b>	<b>53.5%</b>
<b>Grand Total</b>	<b>88,594,587</b>	<b>645,020</b>	<b>89,239,607</b>	<b>43,719,853</b>	<b>45,519,754</b>	<b>49.0%</b>



# City of Newburyport

## FY2022 Mid-Year Revenue Summary

CATEGORY	FY2021 Mid-Year Revenue				FY2022 Mid-Year Revenue				FY21 vs. FY22 +/-	
	ESTIMATE	6MO ACTUAL	REMAINING	% COLL	ESTIMATE	6MO ACTUAL	REMAINING	% COLL	\$	%
<b>Tax Revenue</b>										
Real Estate Tax	60,036,691	30,142,239	29,894,452	50.2%	62,389,727	30,317,319	32,072,407	48.6%	175,081	0.6% ↑
Personal Property Tax	680,936	337,893	343,043	49.6%	818,870	326,717	492,153	39.9%	(11,177)	-3.3% ↓
<b>Total Tax Revenue</b>	<b>60,717,627</b>	<b>30,480,132</b>	<b>30,237,495</b>	<b>50.2%</b>	<b>63,208,597</b>	<b>30,644,036</b>	<b>32,564,560</b>	<b>48.5%</b>	<b>163,904</b>	<b>0.5%</b> ↑
<b>Local Receipts</b>										
Motor Vehicle Excise (1)	2,675,305	379,437	2,295,868	14.2%	2,800,000	469,806	2,330,194	16.8%	90,369	23.8% ↑
Room Occupancy Excise	200,000	137,086	62,914	68.5%	260,000	265,995	(5,995)	102.3%	128,909	94.0% ↑
Meals Excise	491,000	319,049	171,951	65.0%	600,000	439,879	160,121	73.3%	120,830	37.9% ↑
Pen & Int on Tax & Exc	280,000	179,514	100,486	64.1%	325,000	148,067	176,933	45.6%	(31,446)	-17.5% ↓
Payments in Lieu of Taxes (2)	40,000	0	40,000	0.0%	27,000	20,144	6,856	74.6%	20,144	n/a ↑
Fees (3)	255,000	211,872	43,128	83.1%	298,000	132,127	165,873	44.3%	(79,745)	-37.6% ↓
Other Dept. Revenue (4)	50,000	35,841	14,160	71.7%	60,000	36,620	23,381	61.0%	779	2.2% ↑
Licenses and Permits	750,000	417,176	332,824	55.6%	861,300	707,931	153,369	82.2%	290,755	69.7% ↑
Fines & Forfeits	10,000	3,880	6,120	38.8%	5,000	3,678	1,323	73.6%	(203)	-5.2% ↓
Investment Income	90,000	31,446	58,554	34.9%	60,000	26,289	33,711	43.8%	(5,157)	-16.4% ↓
Medicaid Reimbursement	110,000	12,169	97,831	11.1%	110,000	20,586	89,414	18.7%	8,416	69.2% ↑
Miscellaneous Recurring (5)	176,729	66,634	110,095	37.7%	170,700	83,228	87,472	48.8%	16,594	24.9% ↑
Miscellaneous Non-Recurring	0	3,226	(3,226)	100.0%	0	61,065	(61,065)	100.0%	57,839	1792.8% ↑
<b>Total Local Receipts</b>	<b>5,128,034</b>	<b>1,797,331</b>	<b>3,330,703</b>	<b>35.0%</b>	<b>5,577,000</b>	<b>2,415,414</b>	<b>3,161,586</b>	<b>43.3%</b>	<b>618,084</b>	<b>34.4%</b> ↑
<i>Local Receipts Excluding MV Excise</i>	<i>2,452,729</i>	<i>1,417,893</i>	<i>1,034,836</i>	<i>57.8%</i>	<i>2,777,000</i>	<i>1,945,608</i>	<i>831,392</i>	<i>70.1%</i>	<i>527,715</i>	<i>37.2%</i> ↑
<b>Net State Aid</b>	<b>4,892,878</b>	<b>2,475,768</b>	<b>2,417,110</b>	<b>50.6%</b>	<b>4,909,318</b>	<b>2,559,927</b>	<b>2,349,391</b>	<b>52.1%</b>	<b>84,159</b>	<b>3.4%</b> ↑
<b>Total General Fund Revenue</b>	<b>70,738,539</b>	<b>34,753,231</b>	<b>35,985,308</b>	<b>49.1%</b>	<b>73,694,915</b>	<b>35,619,378</b>	<b>38,075,537</b>	<b>48.3%</b>	<b>866,147</b>	<b>2.5%</b> ↑
<b>Enterprise Funds</b>										
Water Fund Revenue	5,249,764	3,237,921	2,011,843	61.7%	5,677,519	2,985,912	2,691,607	52.6%	(252,009)	-7.8% ↓
Sewer Fund Revenue	7,215,261	4,429,644	2,785,617	61.4%	7,575,758	4,139,441	3,436,317	54.6%	(290,203)	-6.6% ↓
Harbormaster Fund Revenue	465,250	393,671	71,579	84.6%	522,232	343,932	178,301	65.9%	(49,739)	-12.6% ↓
<b>Total Budgetary Funds</b>	<b>83,668,813</b>	<b>42,814,467</b>	<b>40,854,347</b>	<b>51.2%</b>	<b>87,470,424</b>	<b>43,088,662</b>	<b>44,381,762</b>	<b>49.3%</b>	<b>274,196</b>	<b>0.6%</b> ↑

(1) Motor vehicle excise tax bills mailed out by end of February.

(2) Payments in lieu of taxes paid in March; category includes any roll back taxes as well.

(3) Municipal liens, off duty fees, registry fees, tax title, fire alarm box fees.

(4) Copies/recordings, zoning/ordinances, business certificates.

(5) Police incident/accident, cell tower lease payments, Animal Control, Veterans' Services, FWS refuge revenue sharing.

January 19, 2022

To: City Council President Shand

From: Deputy Chief Steve Bradbury  
Building Commissioner Greg Earls

Re: Short Term Rental Units and Automatic Fire Sprinkler Systems

The following are the requirements to provide automatic fire sprinklers in one- and two-family dwellings being used as Short-Term Rental Units.

One- and Two-Family Dwellings are covered by the 2015 International Residential Code and is revised in Massachusetts by 780 CMR 9<sup>th</sup> Edition.

780 CMR defines "Lodging House" as:

A one-family dwelling with five or fewer guest rooms where one or more occupants is primarily permanent in nature and compensation is provided for the guest rooms. A building licensed as a "lodging house" in accordance with M.G.L. c 140 22 through 31 shall comply with 780 CMR requirements according to its appropriate use and occupancy classification.

**780 CMR R313.2 One- and Two-Family Dwellings Automatic Fire Systems.** One- and two-family dwellings used as a lodging house shall be equipped with an automatic sprinkler system installed in accordance with NFPA 13D. Only one- and two-family dwellings having and aggregate area greater than 14,400 square feet shall have fire sprinklers installed in accordance with NFPA 13D.

The definition is contrary to the highlighted portion of the code for lodging houses as it is defined as an owner-occupied single-family dwelling yet is referred in 780 CMR Building Code as a one- or two-family dwelling.

Furthermore, the second sentence of 780 CMR R313.2, referenced above and not highlighted, requires a one- and two - family dwelling only greater than 14,400 sq ft to have an automatic fire sprinkler system.

In short, we have determined that 780 CMR stipulates that owner-occupied STRUs require sprinklers yet "investment properties", in which the owner does not use as a primary residence, there is no such requirement.

Given the ambiguity and contrary nature of 780 CMR in this specific case, we respectfully request that the City Council not act on the licensing of STRUs until the Commonwealth defines its position with more clarity.

  
Deputy Fire Chief Steve Bradbury  
Building Commissioner Greg Earls

cc. Mayor Sean Reardon  
Any Port, Planning Director  
Jennifer Blanchet, Zoning Administrator and Enforcement Officer

## **TRANSFERS**



**CITY OF NEWBURYPORT  
FY 2022**

**TRANSFER/APPROPRIATION REQUEST**

TRAN00115\_01\_31\_2022

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 JAN 25 PM 12:36

**Department:** Department of Public Services

**Submitted by:** Anthony Furnari, DPS Director

**Date Submitted:** 1/31/2022

**Transfer From:**

Account Name:	Receipts Reserved for Appr. Fuel	Balance:	\$ 169,209.01
Account Number:	2722-59600	Category:	\$ -
Amount:	\$50,000.00	Trans I/O:	\$ -

**Why Funds Are Available:**

This is the standard method of funding the DPS fuel and oil account. As City departments pay for gasoline, the funds are deposited into this reserve for appropriation account and then transferred into the fuel and oil expenditure account within the Highway budget to purchase more fuel.

**Transfer To:**

Account Name:	DPS Highway Fuel & Oil	Balance:	\$ 7,175.69
Account Number:	01421004-54801	Category:	\$ 68,296.38
Amount:	\$50,000.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

Funds are required to buy gasoline and oil that is used by City vehicles.

Sean R. Reardon, Mayor:

Date:

1/25/2022

Ethan R. Manning, Auditor:

Date:

1/20/22

City Council Action:





# CITY OF NEWBURYPORT

## FY 2022

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

### TRANSFER/APPROPRIATION REQUEST

01-31-2022 PM: 36

**Department:** Parks

**Submitted by:** Lise Reid, Parks Director

**Date Submitted:** 1/31/2022

**Transfer From:**

Account Name:	General Fund - Free Cash	Balance:	\$ 2,419,068.00
Account Number:	01-35910	Category:	\$ -
Amount:	\$15,000.00	Trans I/O:	\$ (250,000.00)

**Why Funds Are Available:**

The Massachusetts Department of Revenue certified Free Cash for FY2022 at \$2,684,068. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council.

**Transfer To:**

Account Name:	PRK Maint-Trees	Balance:	\$ (285.00)
Account Number:	01630002-52404	Category:	\$ 6,891.15
Amount:	\$15,000.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

Drought conditions and wind events in recent years continue to have a negative impact on our urban tree population. We are finding more and more dead or unhealthy trees that pose a hazard to public safety than we anticipated. Our crew has dealt with many trees internally, and DPS has assisted when they could, but in many cases we are forced to call in a tree contractor to address the problems sufficiently in a timely manner. This line item is currently running a deficit and additional funding is needed for tree maintenance and emergency removals through the end of the fiscal year.

Sean R. Reardon, Mayor:

Date:

1/25/2022

Ethan R. Manning, Auditor:

Date:

1/20/22

City Council Action:

**APPOINTMENTS**  
**FIRST READING**



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 JAN 18 PM 1:40

60 PLEASANT STREET - P.O. Box 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the  
City Council

From: Sean R. Reardon, Mayor

Date: January 18, 2022

Subject: Re-Appointment

*Sean R. Reardon*  
1/18/2022

-----

I hereby re-appoint, subject to your approval, the following named individual as Assistant Harbormaster/Shellfish Constable and Special Police Officer for the purposes of local, State and Federal laws and regulations with respect to waterways, marine activities and boating. This term will expire on December 31, 2024.

Joseph Grande  
62 Russell Street  
North Andover, MA 01845



## JOSEPH A. GRANDE

~~52 Linwood Ave~~ 62 Russell St  
~~Methuen, MA 01844~~ North Andover MA  
508-523-7578 • JAG125@comcast.net 01845

### PROFILE

Certified T4 and D2 operator with extensive experience and knowledge in operations and maintenance of water treatment facilities. Skilled in a variety of water quality testing including chlorine residual, turbidity, pH, phosphoric acid, fluoride, and bacteria. Results-focused and adept at problem solving, prioritizing and meeting timelines. Highly effective communicator and collaborator within the water department. Self-motivated and committed to excellence.

### PROFESSIONAL EXPERIENCE

#### TOWN OF NORTH ANDOVER, North Andover, MA

2015 - 2020

##### Water Treatment Plant Operator/Maintenance

Monitor the operation of the town's water supply, treatment plant and related facilities. Maintain the water treatment plant to ensure a safe working environment. Follow all DEP and Federal regulations that apply to ensure and provide safe drinking water.

- Utilize SCADA system to ensure proper chemical dosage and treatment of water, water chemicals and feed equipment.
- Collect and analyze water samples to adjust chemical levels. Maintain, calibrate and service laboratory equipment.
- Service and maintain Ozone generator. Perform maintenance, replacement, and repair of chemical feed pumps, and raw and finished water pumps at remote locations.
- Respond to emergency calls from operators, public or public safety personnel as required and after normal working hours.

#### CITY OF NEWBURYPORT, Newburyport, MA

##### Water Treatment Plant Operator/Maintenance

2008-2015

Monitor the operation of the city's water supply, treatment plant and related facilities. Maintain the water treatment plant to ensure a safe working environment. Follow all DEP and Federal regulations that apply to ensure and provide safe drinking water.

- Prepare reports for the superintendent for records of pumping statistics, weather and chemical usage, and input data as required into the computer system.
- Introduced an automatic water level shutoff valve to eliminate spillage of potassium permanganate by operators when refilling tank.

**Welder Department of Public Services** 2007-2008  
Provided all welding services on equipment for police, fire, and DPS departments.

**Tree Truck Operator/Tree Warden Foreman** 2006-2007  
Responsible for tree removal, pruning, planting and delegating of maintenance activities for city trees and public parks.

**Heavy Equipment Operator, Water Construction Division** 2005-2006  
Repaired and installed water main; maintained and repaired hydrants; installed home services for water department.

**Heavy Equipment Operator, Department of Public Services** 2004-2005  
Operated front end loader, excavator, backhoe, and plowing for DPS. Installed city drains and culverts.

**Assistant Harbor Master/Special Police** 2000-Present  
Part time position patrolling Merrimack River and city docks. Mapping and assigning of moorings for public boaters. Provide office and customer support for boat owners and charter captains.

#### **ADDITIONAL EXPERIENCE**

**Owner and Manager**, Grande Carpentry, Lawrence MA; *Supervising of employees, job estimates, billing and marketing for family owned business.*

#### **COMPUTER SKILLS**

Microsoft Office Suite  
SCADA System Software

#### **EDUCATION & TRAINING**

Basic Course of Training for Reserve/Intermittent Police Officers, Reading Police Academy, MA  
EMT B Certified, Northern Essex Community College, MA  
Law Enforcement Control and Restraint, Peabody Police Department, MA  
Methuen High School, Methuen, MA

#### **PROFESSIONAL LICENSES**

Massachusetts Drinking Water T4 Full License  
Massachusetts Drinking Water D2 Full License  
Hoisting Engineer License 2A  
CDL A with PXT Endorsements  
US Coast Guard Certified Captain

#### **PROFESSIONAL ASSOCIATIONS**

American Water Works Association  
North Shore Harbor Master Association

**END OF CONSENT AGENDA**

**BEGINNING OF REGULAR AGENDA**

## **COMMUNICATIONS**

**From:** Jaclyn Harrison <[jaclyn.harrison@globalp.com](mailto:jaclyn.harrison@globalp.com)>  
**Sent:** Monday, January 10, 2022 11:23 AM  
**To:** Richard Jones <[RJones@CityofNewburyport.com](mailto:RJones@CityofNewburyport.com)>  
**Cc:** Jeffrey Roelofs <[jlr@roelofslaw.com](mailto:jlr@roelofslaw.com)>; Sean Geary <[SGeary@globalp.com](mailto:SGeary@globalp.com)>; Stacey Hickey <[shickey@globalp.com](mailto:shickey@globalp.com)>; Steve Barakian <[sbarakian@globalp.com](mailto:sbarakian@globalp.com)>; Ryan Lawlor <[ryan.lawlor@globalp.com](mailto:ryan.lawlor@globalp.com)>; Dino DeThomas <[dino.dethomas@globalp.com](mailto:dino.dethomas@globalp.com)>; [jenniedonahue2021@gmail.com](mailto:jenniedonahue2021@gmail.com); Andrew Port <[APort@CityofNewburyport.com](mailto:APort@CityofNewburyport.com)>; Jennifer Blanchet <[JBlanchet@CityofNewburyport.com](mailto:JBlanchet@CityofNewburyport.com)>; Jeffrey T. Blake <[JBlake@k-plaw.com](mailto:JBlake@k-plaw.com)>; Councillor Shand <[heather.shand@gmail.com](mailto:heather.shand@gmail.com)>; Sean Reardon <[SReardon@CityofNewburyport.com](mailto:SReardon@CityofNewburyport.com)>  
**Subject:** [Ext]Global Efforts Related to Potential Residential Use of Property - January 2022 Update

*external e-mail use caution opening*  
Richard,

Please find below Global's monthly written report regarding the status of its efforts under Paragraph 1(B) of the Maintenance and Cooperation Agreement.

1. We have negotiated a preliminary agreement with ExxonMobil pursuant to which ExxonMobil will begin their preliminary environmental review of the existing conditions at Newburyport property, a precondition of their approval to lift the deed restriction prohibiting residential uses of the property. The agreement will be executed this week. Pursuant to the agreement, we have agreed to pay ExxonMobil \$20,000 to cover their costs of completing their environmental review and engaging outside counsel to review and prepare a proposed deed modification.
2. We are finalizing a listing agreement with a real estate broker to begin marketing the property for residential redevelopment, subject to ExxonMobil's agreement to remove the residential deed restriction. We expect to execute the listing agreement week of 1/17.

Regards,

**Jaclyn Harrison**

Corporate Communications & PR Manager

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**C** 774.463.7130 | **W** [www.globalp.com](http://www.globalp.com)  
Global Partners LP | 800 South Street, Suite 500 | Waltham, MA 02453



***Newburyport Fire Department/  
Office of Emergency Management***

**Report to City Council for Calendar Year 2021**

January 18, 2022

The Newburyport Fire Department operates out of two fire stations utilizing a crew of 9 on duty at all times – 6 personnel at Headquarters and 3 at Station 2. Headquarters companies cover from PI point to the high school, Station 2 companies cover from the hospital to the West Newbury line. The FD is first-due to all fire calls, car accidents, hazardous materials calls and emergency medical calls in the city and runs mutual aid to all surrounding communities in multiple states. The department operates 4 engines, 2 aerial ladder trucks, a forestry truck, a fire boat, and several support vehicles.

All crews operate on a 24 hour work day that rotates through the month. The administrative staff (Chief, Deputy Chief, and Executive Assistant) works an administrative schedule, Monday through Friday. The Chief and Deputy Chief are on-call 24/7, so office hours may vary.

The department utilizes shifts of 9 personnel per Group, including a dispatcher. Of the 8 floor personnel assigned, 7 are guaranteed through a minimum staffing clause in the contract. This allows for both front line engines to be staffed with 3 personnel and the front-line ladder to be staffed with 1. Due to the number of vacancies caused by illness, injury, vacation time, etc., the ladder is normally staffed with 1.

National Fire Protection Association (NFPA) standards clarify what we already knew; we are under-staffed. NFPA 1710 calls for 4-person engine companies, and at least 4 on the ladder truck. In order to meet this standard, we would need an additional 4 personnel per group (4 groups). Although the city may never be able to meet this standard, it should attempt to comply with the intent (firefighter safety). I have attempted to get 4 additional firefighter/EMTs through the budget process in the past, but it fails to garner support with the administration or council.

**Call Volume** (See Attachment)

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 JAN 27 AM 10:50

City of Newburyport  
City Clerk  
60 Pleasant Street  
Newburyport Ma, 01950

Dr. Michelle R. LaFlamme  
18 North Rd.  
Kensington, NH 03833

Dear Council,

January 23, 2022

I am the troop co-leader of a local Girl Scout troop and we respectfully request permission to have a cookie booth in Market Square Saturday February 19th from 10 am to 2 pm. We will only have one table and 4 girls at the event. We will not obstruct pedestrian traffic nor will be loud or disrespectful in any way. I thank you for your time and consideration.

V/R



Michelle R. LaFlamme

Leader Girl Troop 65442

978-518-7917

dvlafamme@gmail.com

## **Covid-19**

The fire department/EMA worked closely with the Health Department responding to the Covid-19 pandemic, and the FD/EMA took the lead on organizing and managing the operational aspects of the city's vaccination clinics and the vaccination of the city's shut-in population utilizing our EMTs.

The FD never failed, throughout the pandemic, to answer each and every request for assistance, medical or fire. Through strict internal policies, we managed to keep our staff healthy and available to answer calls throughout the first round of Covid-19 infection.

The FD has amassed a stockpile of Personal Protective Equipment (PPE) to protect our personnel while responding and treating patients.

## **Annual Grants/Revenue**

The department obtains minimal dollars through grant funds. The lower-tier grants for emergency management and through the fire marshal's office total less than \$20k. Large, federal grants for SCBA purchases or additional staffing have proven evasive to us for unknown reasons. We are hoping for success in this cycle.

## **Cancer**

Occupational cancer is an epidemic in the fire service, and our department is no exception. We are now on our 7<sup>th</sup> cancer diagnosis and have seen 2 of our personnel die from occupational cancer and another is suffering from bladder cancer. On July 1, 2021, Firefighter Brett Burkinshaw succumbed to brain cancer at the age of 46. Retired Fire Chief Steven Cutter died of the same brain cancer in 2020.

Both of the city's fire stations are substandard and non-code compliant and both need to be replaced/renovated. Station 2 is up for funding now, but the intent was to do the renovation/replacement on both stations in the same project. The headquarters station needs to be addressed in the near future as it is an unsafe and unhealthy environment to live/work in. I believe that our firefighters' health is priceless. In my career, I have buried 6 from occupational cancer and I don't want to do it again. It is time for the administration and city council to take this seriously to save the lives of our personnel.



## **Apparatus Fleet**

Although the city council has been supportive with equipment purchases in the past, we are in need of a new engine (pumper) and a new ladder. The Achilles heel of any fleet is the reserve apparatus, and we need these two purchases to improve the apparatus fleet and to maintain readiness.

The city runs two front-line engines (pumpers) and one front-line ladder truck. We have two engines in reserve (back-up) and one ladder truck in reserve. Our oldest engine in reserve is 13 years old and the reserve ladder is 26 years old. The reserve ladder (Ladder 2) also runs as our heavy rescue, carrying large equipment for technical rescues, overturned vehicle stabilization, etc.



## **Equipment Needs**

We will continue to apply for grants to replace the firefighter's breathing equipment, but this will need to be funded through the budget process. This project is already in the CIP at a cost of \$400,000.00.

Additionally, the departments (fire and EMA) are way behind on technology. Every attempt to put technology in our personnel's hands is met with a negative response and the project being cut. Even today, we are the only FD that doesn't have mobile data terminals in our apparatus and command vehicles. We need to embrace technology and give the firefighters the tools they need to be able to access important information about occupancies, hazards, fire suppression systems, etc. when they arrive on an emergency scene.

A high-water vehicle is needed for storm-related issues on Plum Island. This is a refurbished vehicle that is surplus from the military and set up for fire department use in evacuating and transporting people.



### **Capital Needs**

Pumper	\$650,000
Ladder	\$1,400,000
SCBA	\$400,000
Technology	\$100,000
High Water Vehicle	\$250,000

### **Fire Based-EMS/Staffing**

The city needs to embrace and push for fire-based transporting EMS services. The private ambulance companies are overwhelmed and understaffed which is resulting in longer wait times for patient transport, tying up our personnel and trucks. The NFD is already the initial responder and caregiver, and we can provide better care in a quicker, more efficient way.

The NFD already responds to all medicals, but does not transport the patient to the hospital. The agency that transports gets the billing rights. We find ourselves waiting for the contracted provider to send an ambulance from farther away or a mutual-aid FD-based unit from a neighboring community. The city is losing hundreds of thousands in revenue from ambulance billing as the transporting agency or department retains the billing rights to that patient. The revenue generated will offset the cost of extra personnel and two new ambulances.

### **Protocol/Decorum**

The Newburyport Fire Department is a para-military organization with a rank structure and a chain of command. As is true in any unit, there are some members who wish to air their grievances directly with the Mayor or members of the city council.

Recently, this method of communication has been accepted by some council members and has resulted in misinformation getting directly to council members and then repeated in public. This is unacceptable and degrades order in the NFD. Any city councilor or member of the administration seeking information about the fire department or emergency management should come directly to me or the Deputy Chief. Likewise, any NFD members seeking an audience with individual city councilors should be turned away and told to follow their chain of command.

## **Conclusion**

The FD/EMA has been busy attending to thousands of requests from the public for emergency calls, inspections, trainings, investigations, etc., all while dealing with the effects of a pandemic. Throughout the pandemic, the FD never wavered from its mission.

We have endured the loss of FF Brett Burkinshaw who passed from occupational brain cancer at the age of 46. We attended to our sick and injured and continued to train, both for our continuing education credits toward our certifications, but also for new technologies and techniques.

Fending off challenges is what we do. Our personnel never shy away from any challenge. Their dedication to their mission is commendable. What is a constant challenge is shoring up the support of the city council. To date, we have had strong support from the Mayor and I look forward to an even stronger relationship with Mayor Reardon and the new city council.

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

Christopher J. LeClaire, CFO  
Chief of Department  
Emergency Management Director  
[cleclaire@cityofnewburyport.com](mailto:cleclaire@cityofnewburyport.com)  
978-270-8003

## **Attachment A**

### **Call Volume 2021**

Assist Other Agency	27
Building Check	0
Carbon Monoxide Alarm	69
Complaint	4
Fire, Alarm	280
Fire, Alarm Detail	1
Fire, Brush Fire	5
Fire, Detail	17
Fire, Gas Investigation	20
Fire, Investigation	102
Fire, Car Fire	6
Fire, Demo	4
Fire, Detail	17
Fire, Drill	16
Fire, Structure	6
Fire, Other	32
Fire, Master Box	174
Fire, Mulch	12
Fire, Mutual Aid	61
Fire, Odor Investigation	31
Fire, Water Problem	15
Fire, Illegal Burn	14
Fire, Wires Down	65
Haz Mat Incident	19
Fuel Spills	5
Med Flight	62
Medical Emergency	1831
Missing Person	1
Motor Vehicle Accident	206
Water Rescue	2
Lock Outs	10
Overdose	6
<hr/>	
Total Incidents	3193

### **Fire Prevention/Inspections**

Family Homes	725
Hospitals	4

Nursing/Rest Homes	24
Health Centers	4
Community Residences	2
Restaurants	60
Clubs	10
Schools/Kindergartens	15
Pre School/Daycare	10
Adult Daycare	2
Industrial	50
Mercantile	25
Marina/Boat Yards	9
Service Stations	4
Commercial	40
Theaters	2
Inns/Bed & Breakfast/Boarding	4
Churches	8
Community/Assembly	10

#### Plan Reviews

Conducted	150
-----------	-----

#### Fire Drills

Hospitals	12
Nursing/Rest Homes	20
Factories	10
Schools	12
Pre School	10

#### Permits Issued

Oil	39
Unvented Gas	8
Propane	43
Flammable Liquids	26
Flammable Materials	1
Flammable Solids	3
Fuel (Not Home Heating Oil)	6
Welding	24
Open Burning	44
Marine Fixed Fueling	1
Marine Mobile Fueling	1

Sprinkler Systems	28
Fire Alarm Systems	22
Ansul Systems	1
Fire Works	1
Flammable Gas	6
Open Flame/Campfires/Cooking	3
Tents/Awnings	3
Demolition	7
Haz Mat Processing	10
Temporary Liquor	41
Tank Removals	23
Combustible Fibers	1
Fumigation	1
Tar Kettle	1

## **TRANSFERS**



# CITY OF NEWBURYPORT FY 2022 TRANSFER/APPROPRIATION REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2022 JAN 25 PM 3:53

**Department:** Office of Planning & Development

**Submitted by:** Andrew R. Port, Director

**Date Submitted:** 1/31/2022

**Transfer From:**

Account Name:	Harbormaster - Retained Earnings	Balance:	\$ 814,152.00
Account Number:	6520-35920	Category:	\$ -
Amount:	\$54,900.00	Trans I/O:	\$ -

**Why Funds Are Available:**

The Massachusetts Department of Revenue certified Harbormaster Retained Earnings for FY2022 at \$814,152. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council.

**Transfer To:**

Account Name:	Navigation Channel Dredge Project	Balance:	\$ -
Account Number:	New	Category:	\$ -
Amount:	\$54,900.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

Design and permitting services for the Navigation Channel "Side Dredge" Project. See attached explanatory memorandum.

Sean R. Reardon, Mayor:

Date: 1/25/2022.

Ethan R. Manning, Auditor:

Date: 1/25/22

City Council Action:





**CITY OF NEWBURYPORT**  
**OFFICE OF PLANNING AND DEVELOPMENT**  
**60 PLEASANT STREET • P.O. BOX 550**  
**NEWBURYPORT, MA 01950**  
*(978) 465-4400*

**MEMORANDUM**

**TO: Newburyport City Council**

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

**CC: Sean R. Reardon, Mayor**  
**Paul Hogg, Harbormaster**

**RE: Transfer/Appropriation of Funds – Navigation Channel “Side Dredge” Project**

**DATE: January 25, 2022**

---

As you may know, the United States Army Corp of Engineers (USACE) is planning to dredge the navigation channel between the north and south jetties at the end of this year, continuing in the off-season into early 2023. This dredge project was rescheduled from its originally planned timeline, last year, due to the receipt of bids that were significantly over budget given their late solicitation. An earlier bidding process this spring is expected to keep their project budget and schedule within scope this time around.

In recent months our Harbormaster and Harbor Commission have determined that the City, and its boating community, would benefit from additional dredging beyond the scope covered by the USACE contract. The area in question is roughly identified on the attached drawing, and is located between the USACE navigation channel and the north jetty. While the USACE is unable to fund dredge work outside of the navigation channel and their specific charter (*purposes and authority*) it is possible for us to “piggy back” our own bidding and construction timeline to take advantage of the substantial equipment mobilization (*and costs*) needed to support this supplemental dredging. This smaller project, executed in conjunction with the USACE project would provide two notable benefits:

1. Increased safety for Newburyport boaters navigating through the jetties into the Merrimack River.
2. Additional sand that can be placed along the Plum Island Point beach where there has been significant erosion and continued threat to public and private infrastructure, including several homes and the Plum Island water and sewer system.

In order to meet the bidding and construction timeframe being used by the USACE we must begin design and permitting for this additional scope of work immediately. As such, a proposal has been obtained from GZA Environmental, Inc. to provide this scope of services. Upon completion of design and permitting, we would work with the USACE and their selected (*“low bid”*) contractor to undertake the work on schedule. At this time it is assumed, and will be confirmed during permitting, that any dredge material will be placed at the same disposal site being used by the USACE, which is illustrated on the attached two sketch plans.

The associated transfer and appropriation request here is for prerequisite design and permitting services by GZA, in the amount of **\$54,900**. Please note that we plan to apply for a 2022 dredging grant this spring, through the Massachusetts Executive Office of Housing and Economic Development (EOHED), to cover the construction cost. In essence, an expenditure of design funds now will, upon successful completion, leverage substantial contractor mobilization costs paid for by the USACE and a \$125-275K grant from the Commonwealth.

I, Harbormaster Paul Hogg and members of the Harbor Commission will be available should the Council have any questions regarding this transfer at the time of Budget & Finance Committee review. Please reach out to us if you have any questions or need additional information prior to that time.

Thank you in advance for your consideration.



NOTE:  
IMAGERY FROM MASSGIS, DATED 2019.

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS SOLELY FOR USE BY GZA'S CLIENT ON THE CLIENT'S ASSIGNED RESPONSIBILITY FOR THE PROJECT AND LOCATION COVERED BY THE DRAWING. THE DRAWING IS NOT TO BE REPRODUCED, COPIED, OR A REPRODUCED OR ADAPTED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF GZA. ANY REPRODUCTION OR ADAPTATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF GZA WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO GZA.

MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION  
PROJECT P21-3412-D01 (4050-D) NFS PERMITTING OF DREDGE SPOIL BENEFICIAL USE  
PLUM ISLAND RESERVATION, NEWBURYPORT, MASSACHUSETTS

AERIAL PHOTO

NO.		ISSUE/DESCRIPTION		BY	DATE
PREPARED BY:		GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR: dcr MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION	
PROJ MGR:	DAS	REVIEWED BY:	ABB	CHECKED BY:	ABB
DESIGNED BY:	DAS	DRAWN BY:	JJZ	SCALE:	N.T.S.
DATE:	JUNE 2021	PROJECT NO.	18.0175103.00	REVISION NO.	-
FIGURE					2
SHEET NO.					2 OF 5



# Massachusetts Mouth of Coastal River Maps

M.G.L. c.131, s.40

310 CMR 10.58

Town: NEWBURYPORT / SALISBURY

River: MERRIMACK RIVER

March 1, 2005

ID: NEWBURYPORT-SALISBURY MOR-1



APPROXIMATE  
PROJECT LOCATION

## Map Legend

- Mouth of River
- Town Boundary
- State Boundary



Mitt Romney, Governor  
Ellen Roy Herzfelden, Secretary  
Executive Office of the Governor

1:15,000  
0 250 500 1,000 1,500 2,000 2,500 3,000 Feet  
1 inch equals 1,250 feet

Mouth of River lines delineated  
by DEP Wetlands Program.

Color OrthoPhoto base map from  
MassGIS, 2001-2003.

Mass DEP GIS Program

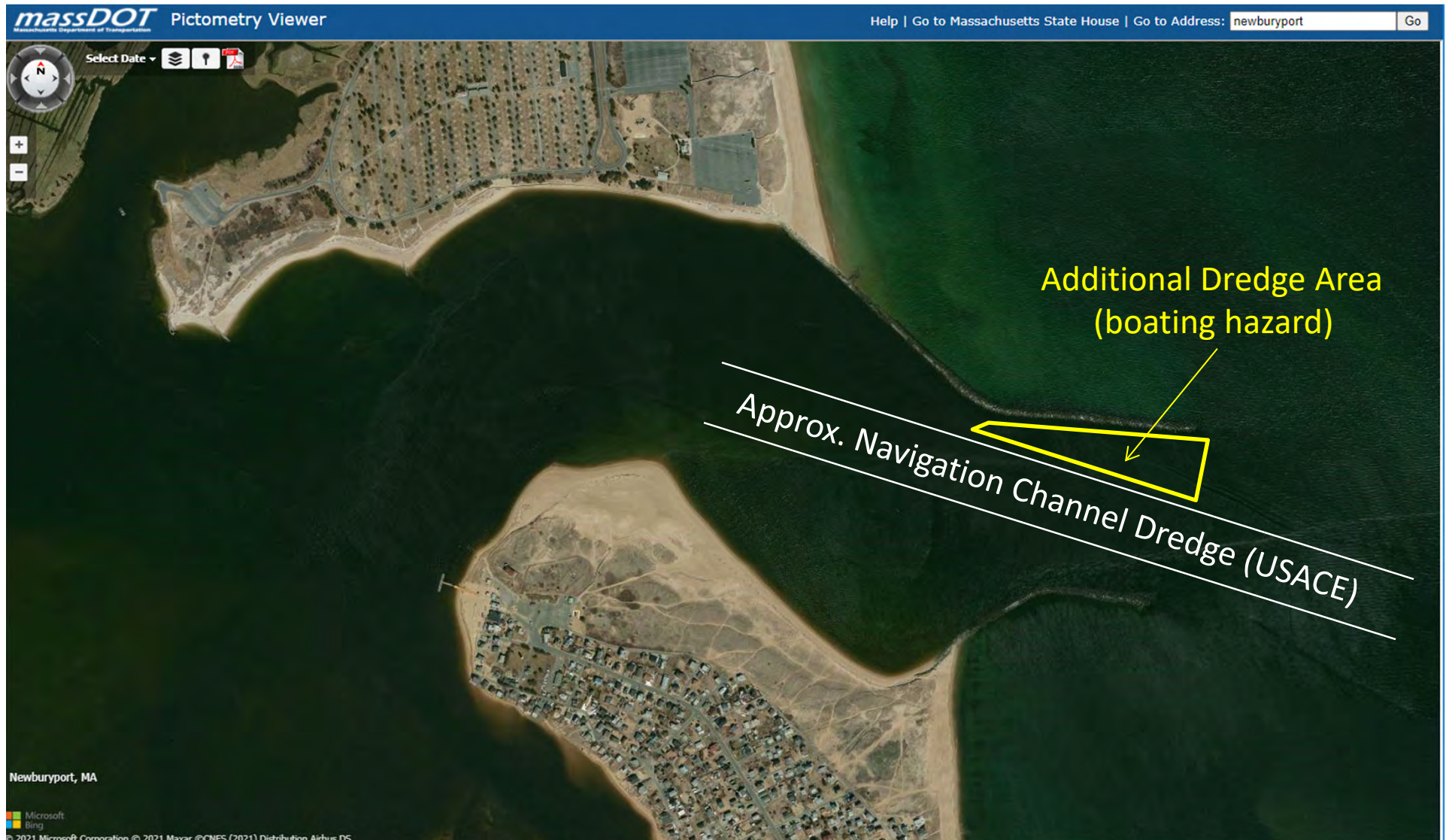
UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS BASED ON DATA SUPPLIED BY THE CLIENT. GZA MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR QUALITY OF THE INFORMATION. GZA SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE INFORMATION. GZA SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DRAWING. GZA SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DRAWING. GZA SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DRAWING.

MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION  
PROJECT P21-3412-D01 (4050-D) NFS PERMITTING OF DREDGE SPOIL BENEFICIAL USE  
PLUM ISLAND RESERVATION, NEWBURYPORT, MASSACHUSETTS

## MOUTH OF COASTAL RIVER MAP

NO.	ISSUE/DESCRIPTION	BY	DATE
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com			
PREPARED FOR: MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION			
PROJ MGR: DAS	REVIEWED BY: ABB	CHECKED BY: ABB	FIGURE <b>4</b>
DESIGNED BY: DAS	DRAWN BY: JJZ	SCALE: N.T.S.	
DATE: JUNE 2021	PROJECT NO. 18.0175103.00	REVISION NO. -	
SHEET NO. 4 OF 5			

# Location of Navigation Channel “Side Dredge” Project



# ORDERS



## CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

January 31, 2022

**THAT**, \$600,000 is appropriated to pay costs of the Central Waterfront Bulkhead Repair project, including the payment of all costs incidental and related thereto, to serve as the local contribution should the City of Newburyport be awarded a grant through the U.S. Economic Development Administration's (EDA) Travel Tourism and Outdoor Recreation program. To meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote.

---

Councillor Jennie L. Donahue

---

Councillor Sharif I. Zeid



CITY OF NEWBURYPORT  
OFFICE OF PLANNING AND DEVELOPMENT  
60 PLEASANT STREET • P.O. Box 550  
NEWBURYPORT, MA 01950  
(978) 465-4400

SEAN REARDON  
MAYOR

---

MEMORANDUM

---

TO: NEWBURYPORT CITY COUNCIL  
FROM: GEORDIE VINING, SENIOR PROJECT MANAGER  
SUBJECT: CENTRAL WATERFRONT BULKHEAD REPAIR PROJECT (PHASE II)  
DATE: 1/25/22

The City is planning to submit a \$3,000,000 grant application in February to the U.S. Economic Development Administration (EDA) Travel Tourism and Outdoor Recreation grant program of the American Rescue Plan Act to support a substantial portion of the construction of the Central Waterfront Bulkhead Repair project. We hope to bid and initiate the construction of this project during the fall of 2022, due in particular to the poor condition of the deteriorating bulkhead, and this is the largest source of funding we have been able to identify to date. This particular federal grant requires documentation of a 20% match authorization and commitment, and we respectfully request the City Council's authorization of \$600,000 in order to facilitate this project and the grant request. The grant application must be submitted in February 2022.

The exposed steel of the 1977 bulkhead that supports the edge of Newburyport's central waterfront is now 45 years old and is at the end of its service life. Corroding holes in the old steel sheet piles are growing visibly larger, and the more they expand the more they allow fill material to escape into the river, which will eventually undermine the Boardwalk's foundations and the edge of the waterfront park if left unchecked. Please see the attached photographs. An inspection during the summer of 2021 revealed that the exposed tie back anchor bolts in the embayment's bulkhead, which structurally support the sheet piles and prevent them from peeling off, have begun to corrode, break and fail in recent years. The Harbormaster is now monitoring them every three months so we can be alerted to the need to initiate interim repairs if absolutely necessary. In addition, the deteriorated old steel mooring piles, which are attached to the bulkhead and anchor the seasonal floats for visiting boaters, have been breaking underwater, including those where we have welded patches.

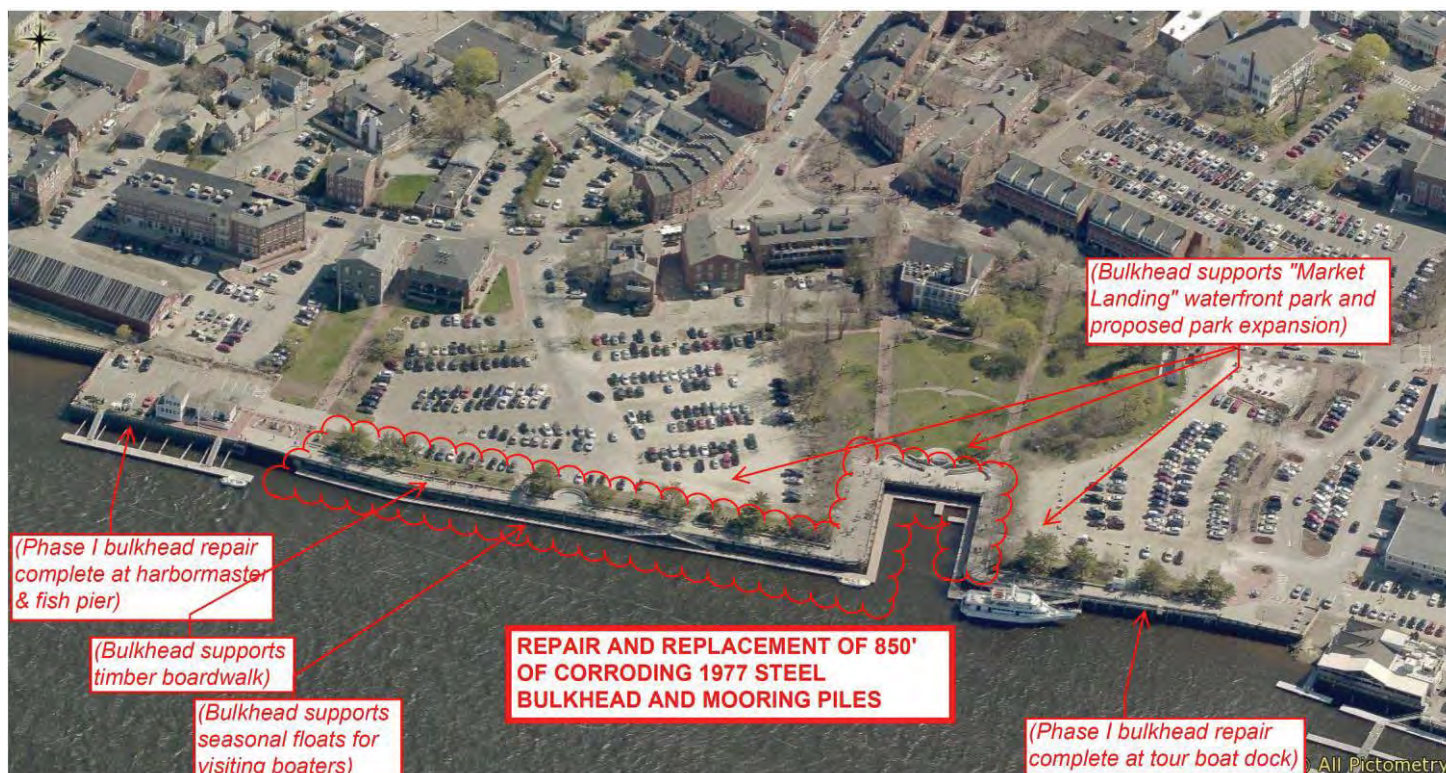
The City conducted a Phase I central waterfront bulkhead repair project in 2013-2014 based on available funding and the sections in the worst condition. We have pushed off completing the project for a number of years due to the cost, but the City cannot afford to continue to delay indefinitely as the system deteriorates more and more. The public infrastructure at the central waterfront is central to Newburyport's tourism economy as well as the character and identity of our City. It is the City's "flagship" public space, and the bulkhead is an essential foundation for the entire area. The design and permitting phase of the project is funded and we are in the process of updating the plans and specifications with our consulting marine engineers at GEI, Inc. The repairs primarily consist of driving new fiber-reinforced polymer (FRP) sheet piles in front of the old system and infilling between them and the old sheet piles with concrete, which will encapsulate the old steel and arrest its corrosion. Once repaired, the bulkhead system is anticipated to function for many decades in its structural capacity, and the FRP sheets will not corrode. In addition, we anticipate raising the bulkhead's concrete cap approximately 18" higher to 10' in order to address future sea level rise. The current Highest Astronomical Tide at the bulkhead and boardwalk (the "HAT" is the highest tide expected under average conditions in the spring) is at 6.1', and the existing cap is at 8.4'. By 2040, however, the



state's projections for "extreme" sea level rise are an additional 2.2' which would bring regular spring tides all the way up to the level of the existing boardwalk and cap if no work is done and associated regular and chronic flooding. By 2070, the intermediate to high sea level rise projections for the HAT are between 9'-10'. The bulkhead's concrete cap can be elevated higher in the future, as needed.

The full itemized cost estimate for repairing the bulkhead in the embayment and the entire eastern section over towards the harbor master's office, including raising the concrete cap in anticipation of future sea level rise, is now at approximately \$6M with a contingency. We anticipate applying for an additional grant from the state Seaport Economic Council in May, and are hoping that there could be additional federal funding available as well. The mobilization costs for bringing a crane barge to Newburyport to drive the sheet piles and mooring piles are particularly high, and ideally the City should complete the repairs as one full project rather than additional future phases which will cost the City considerably more. Regardless, we need to do as much as possible during the next construction season in order to address the critical areas of repair.

Thank you for your consideration.





**Newburyport Central Waterfront Bulkhead  
Existing Conditions (2013 vs. 2021)**



**2013 typical conditions: corroding weep hole**



**2021 typical conditions: corroding weep hole**



**March, 2021**



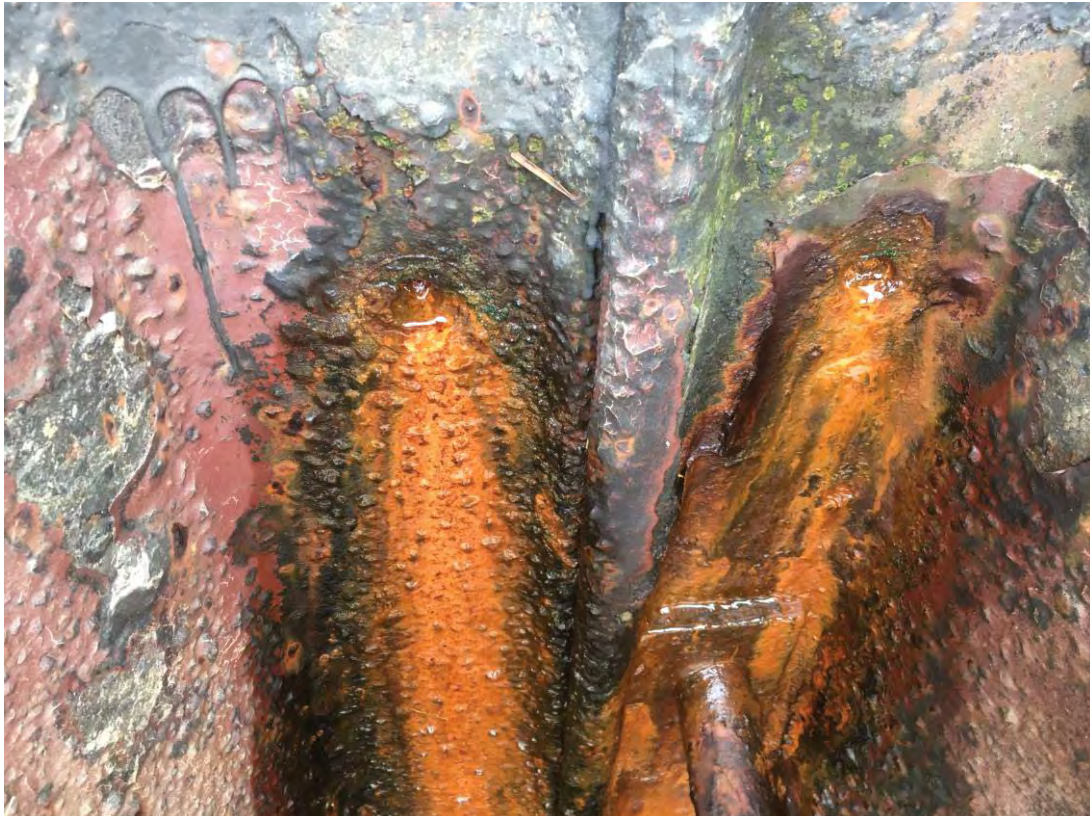
**April, 2021**



**Newburyport Central Waterfront Bulkhead  
Existing Conditions (2021) – Embayment**



***Missing Tie Back Anchor Bolts***



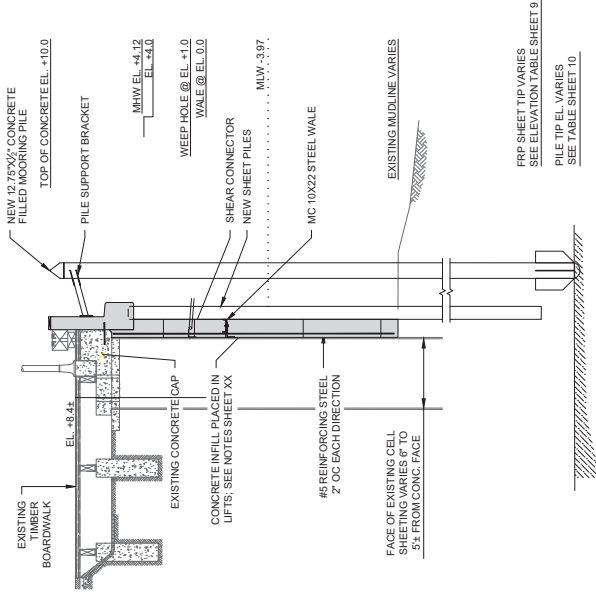


**Newburyport Central Waterfront Bulkhead  
Existing Conditions (2021) – Repaired Transportation Dock Section of Bulkhead**

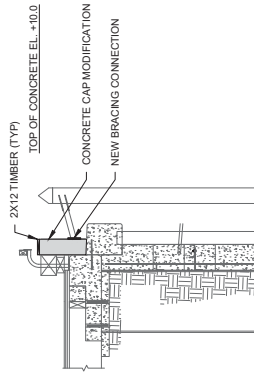


**FRP sheet piles with concrete  
infill and mooring pilings**

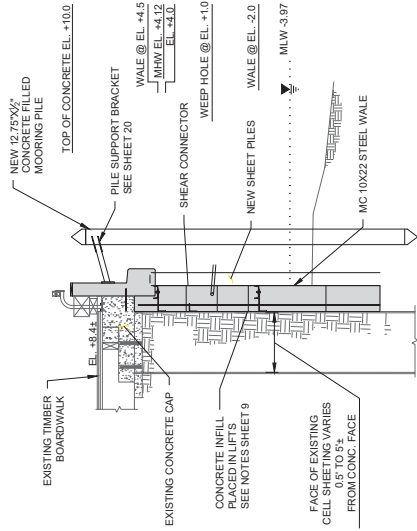




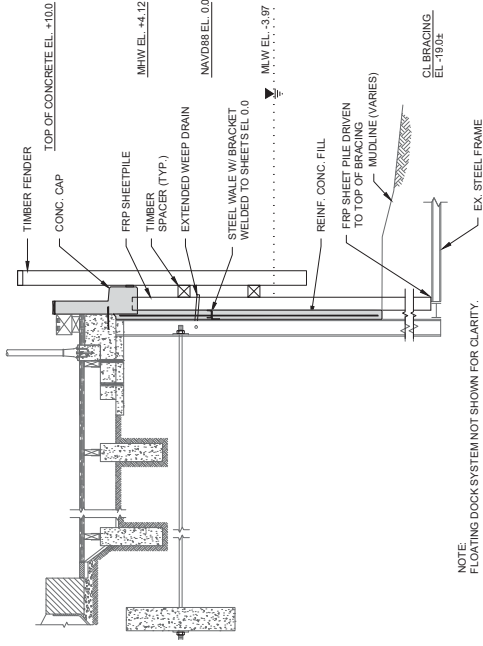
**(A) CELLULAR BULKHEAD REPAIR (TYP.) - SECTION**  
CP-101 SCALE: 1/4" = 1'-0"  
CP-102



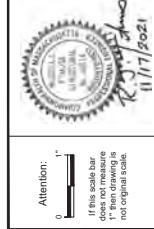
**(B) WEST BULKHEAD PILE CAP MODIFICATION (TYP.) - SECTION**  
CP-104 SCALE: 1/4" = 1'-0"



**CELLULAR BULKHEAD REPAIR SECTION -**  
CP-101 SCALE: 1/4" = 1'-0"



**(C) EMBAYMENT BULKHEAD REPAIR (TYP.) - SECTION**  
CP-103 SCALE: 1/4" = 1'-0"



DATUM  
HTL. +6.09  
MW EL. +4.12  
NGVD29 -0.78  
MLW -3.97

0 4 8  
SCALE: 1/4" = 1'-0"

Designed: A/JG  
Drawn: ASC  
Checked: R/JT  
Approved: R/JT  
P.E. No.:  
GEI Project 2102556



CITY OF  
NEWBURYPORT  
60 PLEASANT ST  
NEWBURYPORT, MA  
01950

CENTRAL WATERFRONT  
BULKHEAD REPAIR  
PHASE II  
NEWBURYPORT, MA

NO.	DATE	NOTICE OF INTENT	ISSUE/REVISION	APP.
0	11/15/2021			

SHEET NAME  
BULKHEAD REPAIR  
SECTIONS  
SHEET NO.  
CP-301

FOR PERMITS ONLY  
NOT FOR CONSTRUCTION

City of Newburyport  
Central Waterfront Bulkhead Rehabilitation  
75% Design Cost Estimate  
Phase 2 Project



12/23/2021

Item	Quantity	Unit	Rate	Total	
Mobilization	1	LS	\$500,000.00	\$500,000.00	\$500,000.00
Site Preparation	1	LS	\$250,000.00	\$250,000.00	\$250,000.00
<b>Steel Cells - East Bulkhead - 530 LF</b>					
Demolition					
Demolition 2012 Bids					
Existing mooring piles	41	EA	\$810.00	\$33,210.00	
Pile brackets	41	EA	\$810.00	\$33,210.00	
Ladders	2	EA	\$270.00	\$540.00	
Gangway Landings	1	EA	\$270.00	\$270.00	
Cleaning existing steel	17905	SF	\$2.70	\$48,343.50	
Composite Sheet Pile Bulkhead					
FRP Sheeting	17905	SF	\$67.50	\$1,208,600.00	
Steel inserts	180	EA	\$270.00	\$48,600.00	
Steel wale	11600	LB	\$5.40	\$62,700.00	
Steel wale brackets	85	EA	\$540.00	\$45,900.00	
Steel connection to cell	85	EA	\$202.50	\$17,300.00	
Concrete infill	1335	CY	\$675.00	\$901,200.00	
Reinforcing steel	26900	LB	\$4.73	\$127,200.00	
Concrete cap	98	CY	\$1,500.00	\$147,700.00	
Concrete cap extension	54	CY	\$2,500.00	\$133,900.00	
Timber cap on concrete	1626	BFM	\$15.00	\$24,400.00	
Weepholes	44	EA	\$405.00	\$17,900.00	
Concrete headwall	1	EA	\$9,000.00	\$9,000.00	
Ladders	2	EA	\$2,200.00	\$4,400.00	
Gangway landings	1	EA	\$30,000.00	\$30,000.00	
Electrical utilities	11	EA	\$950.00	\$10,500.00	
Water line	1	LS	\$3,500.00	\$3,500.00	
Modify Bollards at removed piles	41	EA	\$700.00	\$28,700.00	
Piles	686	LF	\$310.00	\$212,700.00	
Pile vanes	4	EA	\$5,000.00	\$20,000.00	
Timber rail reinstall	542	LF	\$10.00	\$5,500.00	
Pile brackets top	20	EA	\$1,200.00	\$24,000.00	
Pile brackets low	2	EA	\$1,800.00	\$3,600.00	
Pile caps	20	EA	\$800.00	\$16,000.00	
					\$3,218,880.00
continued below					

City of Newburyport  
Central Waterfront Bulkhead Rehabilitation  
75% Design Cost Estimate  
Phase 2 Project



12/23/2021

Item	Quantity	Unit	Rate	Total	
<b>Center Embayment - 310 linear feet</b>					
Demolition					
Timber fender piles	30	EA	\$780.00	\$23,400.00	
Timber wales	610	LF	\$16.00	\$9,800.00	
Ladders	2	EA	\$270.00	\$600.00	
Cleaning existing steel	7750	SF	\$2.70	\$21,000.00	
FRP Sheeting	8050	SF	\$67.50	\$543,400.00	
Steel inserts for fenders	30	EA	\$270.00	\$8,100.00	
Steel wale	8820	LB	\$5.40	\$47,700.00	
Steel wale brackets	68	EA	\$300.00	\$20,400.00	
Concrete infill	300	CY	\$675.00	\$202,500.00	
Reinforcing steel	12100	LB	\$4.73	\$57,200.00	
Concrete cap	56	CY	\$2,000.00	\$112,700.00	
Concrete cap extension	31	CY	\$2,500.00	\$76,600.00	
Timber cap on concrete	930	BFM	\$15.00	\$14,000.00	
Weepholes	35	EA	\$405.00	\$14,200.00	
Concrete headwall	1	EA	\$9,000.00	\$9,000.00	
Ladders	2	EA	\$2,200.00	\$4,400.00	
Electrical utilities	3	EA	\$950.00	\$2,900.00	
Water line	1	LS	\$3,500.00	\$3,500.00	
Fender Piles	30	EA	\$3,500.00	\$105,000.00	
Fender pile attachment	30	EA	\$500.00	\$15,000.00	
					\$1,291,400.00
<b>West Bulkhead</b>					
Concrete cap extension	23	CY	\$6,500.00	\$150,900.00	
Ladders	3	EA	\$1,500.00	\$4,500.00	
Electrical utilities	3	EA	\$3,000.00	\$9,000.00	
Mooring pile brackets	14	EA	\$1,500.00	\$21,000.00	
Water line	1	LS	\$3,500.00	\$3,500.00	
					\$188,900.00
Sub Total					<b>\$5,449,180.00</b>
Contingency 15.00%					<b>\$817,380.00</b>
<b>Total for Phase 2</b>					<b>\$6,266,560.00</b>

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

January 31, 2022

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 lease of tenant space at the Senior Community Center, 331 High Street, to PortMedia/Newburyport Community Media Center, Inc. (NCM) in accordance with the attached draft lease agreement, which will extend NCM's current lease of said premises until September 2025.

**FURTHER ORDERED THAT**, the Mayor is hereby authorized to execute the attached draft lease in its final form and to take any other action necessary or convenient to carry out this Order.

---

Councillor James J. McCauley



**CITY OF NEWBURYPORT**  
**at 331 High Street, Newburyport, MA 01950**  
**Senior Community Center**

## ARTICLE I: SUMMARY

### 1.1 Key Terms

a. DATE OF LEASE: July 1, 2022

b. LANDLORD: CITY OF NEWBURYPORT

c. LANDLORD'S ADDRESS: Newburyport City Hall  
60 Pleasant Street  
Newburyport, MA 01950  
Attn: Mayor's Office

d. TENANT: PortMedia  
Newburyport Community Media Center, Inc.  
d/b/a PortMedia

e. TENANT ADDRESS: 3 Graf Road, Suite #11  
Newburyport, MA 01950  
Attn: Sarah Hayden, Executive Director

f. PROPERTY: Senior Community Center  
331 High Street  
Newburyport, MA 01950

g. LEASED PROPERTY DESCRIPTION: Approximately 1,475 square feet of space at the Senior Community Center at 331 High Street, Newburyport, Massachusetts.

h. RENT: As set forth in section 3.1 of this Lease below.

i. TERM OF LEASE: This Lease shall run from July 1, 2022 and shall terminate on September 30, 2025, unless renewed as provided in Section 3.1.c below or sooner terminated as provided in Articles VI and VII below.

## ARTICLE II: PREMISES

### 2.1 Premises

Landlord does hereby demise and lease unto Tenant those premises ("Premises") described in Section 1.1.g.

Tenant shall have, as appurtenant to the Premises, the right to use all sidewalks, parking amenities, any common entrances and exits, and also any pipes, ducts, conduits, wires, and equipment serving the Premises, in common with others entitled thereto.

The Tenant shall use the Premises to operate a public community media center including facilities, equipment and training for the production and distribution of media content including, but not limited to, PEG programming in accordance with the Articles of Organization of the Corporation.

## ARTICLE III: RENT; DATE OF OCCUPANCY

### 3.1 Rent Payment

a. Throughout the term of this Lease, the Tenant shall pay rent ("Rent") on the first day of each and every calendar month, in advance. All such payments to be delivered to the Landlord at the mailing address aforesaid or at such other place as the Landlord shall from time to time designate in writing, without notice, demand, off-set or deduction (unless herein specifically authorized).

b. The Rent shall be paid as follows:

7/1/2021 through 6/30/2022	\$ 1,105.81/month **
7/1/2022 through 6/30/2023	\$ 1,127.93/month
7/1/2023 through 6/30/2024	\$ 1,150.49/month
7/1/2024 through 6/30/2025	\$ 1,173.50/month
7/1/2025 through 9/30/2025	\$ 1,196.97/month

\*\* This monthly rate shall supersede the prior month-to-month lease payment of \$1,084.13 applicable from the initial lease (2016-2021), said rate to be effective on the date of lease execution noted below.

Tenant shall have the right to occupy the premises at the commencement date.

c. After the initial term as outlined in section b., and provided that the tenant is not otherwise in default of any provisions of this lease, Tenant may request an extension of the term of the Lease for up to five (5) additional years at a rent payment, and on terms, mutually agreeable to both parties. Said extension shall be at the sole discretion of the Landlord. No extension shall be for a term in excess of five (5) years. In the event Landlord decides to grant such an extension, the parties shall execute an amendment to this Lease which shall extend the term of the Lease upon terms and conditions mutually acceptable to the parties.

## ARTICLE IV: LANDLORD'S COVENANTS

### 4.1 Ownership and Title

The Landlord warrants and represents that it is the owner of the Premises.

### 4.2 Quiet Enjoyment

The Landlord hereby warrants and covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of the Landlord, or by any other person(s) for whose actions the Landlord is legally responsible.

The Landlord or its agents may, at reasonable times and without interfering with Tenant's operations, enter the Premises to make repairs or to view the Premises. Landlord shall give Tenant a minimum of twenty-four (24) hours notice for such visits, provided however that Landlord may enter the Premises at any hour and without twenty-four (24) hours notice in the case of an emergency affecting the Premises or the Property.

Landlord may enter to show the Premises to prospective tenants only during the last six (6) months of the term of the Lease, and to prospective purchasers only after a minimum of twenty-four (24) hours notice to Tenant.

## ARTICLE V: TENANT'S COVENANTS

### 5.1 Use of Premises

Tenant shall use the Premises only for the Permitted Uses. The Tenant shall, at its expense, obtain any and all licenses and permits necessary for such use and comply with all governmental laws, ordinances and regulations applicable to the use of the Premises. The Tenant shall not use the Premises in any manner that constitutes a nuisance. The Tenant shall not permit the Premises to be used in any way which would, in the opinion of the Landlord, be extra-hazardous or which would increase or render void the fire insurance on the Premises.

### 5.2 Compliance With Applicable Laws and Removal of Liens

Tenant shall comply with all laws, orders and regulations of federal, state, county and city authorities, and with any of Landlord's rules and regulations which may be set forth in this Lease, all of which are applicable to Tenant's use of the Premises.

### 5.3 Assignment and Subleasing

Tenant shall not assign the lease without the Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the Tenant's interest in the Lease by operation of law.

### 5.4 Improvements, Alterations and Additions

a. The Tenant may make non-structural alterations or additions to the Premises without the Landlord's prior written consent. The Tenant may make structural alterations or additions to the Premises, provided Tenant shall first obtain the Landlord's prior written consent thereto, which consent shall not be unreasonably withheld. All such allowed or required alterations or additions shall be at Tenant's expense, and shall be in quality at least equal to the present construction. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to Landlord. Landlord acknowledges that Tenant shall be required to enter into a loan agreement with a commercial lending institution for the purposes of providing funding for the construction build-out of Tenant's improvements to be made on the premises.

b. The Tenant shall procure all necessary permits before undertaking any work on the Premises, including without limitation any structural alterations, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify the Landlord from all injury, loss or damage to any person or property occasioned by such work. The Tenant shall at all times comply with, to the extent the same are applicable, (i) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (ii) plans and specifications (which shall be prepared by and at the expense of the Tenant and approved by the Landlord prior to beginning any work). The Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to the Landlord and agrees to submit certificates evidencing such coverage to the Landlord prior to the commencement of and during the continuance of such work.

c. Should any improvements, alterations or repairs be made to the Premises or material be furnished or labor be performed therein or thereon by or on behalf of the Tenant, as permitted under the terms of this Lease, the Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such improvements, alterations and repairs shall be done and materials and labor furnished at

the Tenant's expense, and the laborers and materialmen furnishing labor and materials to the Premises or any part thereof shall release the Landlord and the Premises from any liability.

d. All structural alterations and additions made by Tenant shall become the exclusive property of the Landlord upon completion. All nonstructural alterations and additions made by Tenant shall remain the exclusive property of the Tenant. The Tenant may at any time, at its sole option, remove any such alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

#### 5.5 Utilities; Maintenance and Repairs

a. The Landlord shall have no obligation to provide utilities for the Premises or for general maintenance of the Premises. The Tenant shall be responsible for one hundred percent (100%) of its telephone, data, water, sewer, electricity and gas bills. The Tenant shall, if requested by Landlord, provide the Landlord with evidence of payment of utilities. If Tenant fails to pay the same when due, Landlord shall have the right, but not the obligation to pay the same, and to charge the Tenant the costs thereof, which shall be paid promptly by Tenant upon demand. The Landlord shall have the same remedies as to nonpayment of utility charges as it has for nonpayment of Rent.

b. Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises. Tenant shall keep the Premises, including, without limitation, the electrical fixtures, windows, halls, stairwells, lavatories and all other areas of the Premises, the landscaping, the parking areas of the Premises, all pipes, wiring and lighting, all plumbing and utility lines serving the Premises, the boilers and the heating and ventilating system and the fire protection equipment and systems serving the Premises, in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant.

c. If repairs are required to be made by the Tenant pursuant to the terms hereof, the Landlord may demand that the Tenant make the same forthwith, and, if the Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within thirty (30) days after such demand, or forthwith in the case of emergency repairs, the Landlord may (but shall not be required to do so) make or cause such repairs to be made and shall not be responsible to the Tenant for any loss or damage that may accrue to the Tenant property or business by reason thereof. Except in the case of emergency repairs, such repairs made or caused to be made by the Landlord shall not unreasonably interfere with the Tenant's operation of the permitted uses in the Premises. If the Landlord makes or causes such repairs to be made, the Tenant agrees that the Tenant will forthwith, on demand, pay to the Landlord the cost thereof and, if the Tenant shall

default in such payment, the Landlord shall have the remedies provided herein as for default of the Lease.

d. Notwithstanding the Tenant's maintenance and repair obligations set forth above, the Landlord agrees, at its expense and upon written notice of the need therefor from the Tenant, to make all major structural repairs reasonably determined by the Landlord to be necessary, including the building exterior, the roof, framing, floor slabs, and foundation of the Premises, the heating and ventilation system, and the septic system serving the Premises. Notwithstanding the foregoing, the Tenant shall bear the cost and expense of any repairs to the Premises necessitated due to the acts or omissions of the Tenant or its agents, servants, employees or invitees. The Landlord shall make such repairs within a reasonable time, consistent with the Landlord's budgetary, appropriation and borrowing requirements and with the Landlord's obligation to comply with legal requirements relating to public building projects and public procurement.

#### 5.6 Yield Up at Termination of Lease

Tenant shall at the expiration or other termination of this Lease remove all Tenant's effects from the Premises. Tenant shall deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted and fire and other casualty excepted.

#### 5.7. Indemnification

a. The Tenant shall, during the term hereof, assume and maintain exclusive control of the Premises and, to the maximum extent this Lease may be made effective according to law, the Tenant agrees to defend, indemnify and save harmless the Landlord from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of the Tenant, the Tenant's contractors, licensees, agents, servants, employees, customers, and invitees, or anyone claiming by, through or under the Tenant, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after the date that Tenant occupies the Premises and until the end of the term of this Lease and, thereafter, so long as the Tenant or any occupant claiming under the Tenant is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of the Tenant or Tenant's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under the Tenant.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys fees, and the defense thereof with counsel acceptable to the Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

b. To the maximum extent this Lease may be made effective according to law, the Tenant agrees to use and occupy the Premises at the Tenant's own risk, and the Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of the Tenant or any person claiming by, through or under the Tenant. Without limitation, the Tenant agrees that the Landlord shall not be responsible or liable to the Tenant, or those claiming by, through or under the Tenant, for any loss or damage resulting to the Tenant or those claiming by, through or under the Tenant, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

c. The provisions of this Section 5.7 shall survive any termination of this Lease.

#### 5.8. Insurance

a. The Tenant agrees to maintain in full force from the date upon which the Tenant first enters the Premises for any reason, until the expiration of the term of this Lease, and there-after so long as the Tenant is in occupancy of any part of the Premises, a policy of comprehensive public liability and property damage insurance under which the insurer agrees to indemnify and hold the Landlord, and those in privity of estate with the Landlord, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in Section 5.7 above, in the broadest form of such coverage from time to time available in Massachusetts. Each such policy shall be non-cancellable and non-amendable with respect to the Landlord and the Landlord's designees without thirty (30) days prior written notice to the Landlord and the Landlord's designees, and a duplicate original or certificate thereof shall be delivered to the Landlord within ten (10) business days from the date of this Lease.

b. The minimum limits of Tenant's comprehensive general liability insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence for Bodily Injury and Property Damage, Combined Single Limit with a \$2,000,000 Annual Aggregate limit, Umbrella Liability of at least \$2,000,000/occurrence, \$2,000,000 aggregate, and Workers' Compensation coverage as required by law. However, the Landlord shall have the right to require the Tenant to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require the Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

c. The Landlord shall have the same rights and remedies for the non-payment by the Tenant to the Landlord of amounts due on account of insurance premiums as the Landlord has under this Lease for the failure of the Tenant to pay the Rent.

d. The Tenant agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by the

Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Within a reasonable time after the Tenant enters the Premises, no less often than annually thereafter, and at any other time upon the request of the Landlord, the Tenant shall furnish to the Landlord evidence of such continuous insurance coverage satisfactory to the Landlord. It is understood and agreed that the Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

e. Lessor shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as the Tenant shall select.

f. The proceeds of such insurance, subject to the requirements of any mortgage on the Premises, shall be a trust fund for the purpose of covering the cost of restoration or repair of the Premises to its former condition in accordance with the terms and provisions of this Lease, all as hereafter provided, and any balance remaining after full payment of all such cost and expense of restoration or repair shall be paid over to the Tenant.

g. Throughout the term of this Lease, the Tenant shall furnish to the Landlord all policies of insurance or renewal policies or certificates of insurance, all as may be required by any of the foregoing provisions, not later than thirty (30) days prior to the date when other insurance coverage maintained in accordance with their terms of this Lease is scheduled to expire. Without limiting the Landlord's other rights under any other provisions of this Lease, if the Tenant shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period of ten (10) days following written notice by the Landlord to the Tenant thereof, then the Landlord, without further notice to the Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as additional Rent on demand.

h. Tenant hereby waives any and all rights of recovery which it might otherwise have against the Landlord, its agents, employees and other persons for whom the Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

i. The Landlord agrees to maintain a policy of insurance upon the Premises, with such deductibles as the Landlord deems advisable, insuring against fire and the risks covered by extended coverage endorsements, subject to appropriate co-insurance requirements, as well as insurance against breakdown of boilers and other machinery as customarily insured against, but specifically excluding any property of the Tenant or fixtures installed by the Tenant.



## ARTICLE VI: CASUALTY; EMINENT DOMAIN

### 6.1 Casualty Loss; Taking by Eminent Domain

a. For the purposes of this section, "substantial part" shall be defined as that portion of the property which if damaged or taken by eminent domain would materially affect the use of the property for the purposes set forth in Section 5.1 above.

b. If a substantial part of the Premises shall be destroyed or damaged by fire or other casualty, or if a substantial part of the Premises shall be taken for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Premises for the purposes for which it is then being used by the Tenant, then this Lease shall terminate at the election of either the Landlord or the Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

c. If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Landlord shall proceed with reasonable diligence to repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking.

d. In the event of a taking by eminent domain, the Landlord shall have, and hereby reserves and excepts, and the Tenant hereby grants and assigns to the Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. The Tenant covenants to deliver such further assignments and assurances thereof as the Landlord may from time to time request, hereby irrevocably designating and appointing the Landlord as its attorney-in-fact to execute and deliver in the Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent the Tenant from prosecuting in any condemnation proceedings a claim for the value of any of the Tenant's usual trade fixtures installed in the Premises by the Tenant at the Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by the Landlord from the taking authority.

## ARTICLE VII: TERMINATION; DEFAULT

a. Notwithstanding anything herein to the contrary, Landlord reserves the right to terminate this Lease, at any time, by giving the Tenant at least one year prior written notice thereof, whereupon this Lease shall be null and void, except for those provisions that are expressly stated to survive termination.

b. In the event that:

i. Tenant fails to pay Rent, other charges or additional rent within the time specified in this Lease and such default continues for ten (10) days after written notice thereof,

ii. Tenant defaults in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days after written notice,

iii. Tenant files a petition in bankruptcy under any bankruptcy act or makes an assignment for the benefit of creditors, or

iv. Involuntary proceedings under any bankruptcy law are initiated against the Tenant or a receiver or trustee is appointed for the Tenant and such proceedings are not dismissed or the receivership or trusteeship vacated within thirty (30) days, then Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. Tenant shall indemnify Landlord against all loss of rent and other payments, which Landlord may incur by reason of such termination during the residue of the term. If Tenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any provision of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest and costs, shall be paid to Landlord by Tenant as additional Rent.

c. The Landlord shall not be in default in the performance of any of the Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

d. Without limiting any of the Landlord's rights and remedies hereunder, and in addition to all other amounts the Tenant is otherwise obligated to pay, it is expressly agreed that the Landlord shall be entitled to recover from the Tenant all costs and expenses, including reasonable attorneys' fees, incurred by the Landlord in enforcing this Lease from and after the Tenant's default.

## ARTICLE VIII: MISCELLANEOUS

### 8.1 Changes in Lease

None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

### 8.2 Holding Over

If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of rent by Landlord, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance of rent by Landlord the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month.

### 8.3 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

### 8.4 Force Majeure

In any case where either party hereto is required to do any Act, delays caused by or resulting from war, fire, flood or other casualty, unusual regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

### 8.5 Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act,

which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the City of Newburyport shall be personally liable to the Tenant or any partner thereof, or any successor in interest or person claiming through or under the Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

#### 8.6 Notice

Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in Section 1.1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

#### 8.7 Exhibits and Riders

The Exhibits and Riders attached hereto are made a part of this Lease for all purposes.

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, underseal.

LANDLORD:

CITY OF NEWBURYPORT  
by its MAYOR

By: \_\_\_\_\_  
Sean R. Reardon, Mayor

DATE: \_\_\_\_\_, 2022

TENANT:

By: \_\_\_\_\_  
Name:  
Title:

DATE: \_\_\_\_\_, 2022

## **ORDINANCES**

# CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

January 31, 2022

AN AMENDMENT TO AN ORDINANCE TO ADD A NEW HANDICAPPED PARKING SPACE PURUSANT TO SECTION 179 OF CHAPTER 13 (TRAFFIC AND MOTOR VEHICLES) OF THE MUNICIPAL CODE

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

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-179	Handicapped Zones

***Amend Section 13-179 by inserting a new line, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:***

No person, without a duly authorized handicapped vehicle registration or placard, as described in M.G.L.A. c. 90, § 2 shall park a vehicle in any of the following described parking spaces as designated by signs and symbols:

Liberty Street

One (1) space on the northerly side east of the driveway at 23 Liberty Street.

---

Councillor James J. McCauley

## **COMMITTEE ITEMS**



# **Committee Items-January 31, 2022**

## **Budget & Finance**

### **Budget & Finance**

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

ORDR300_11_08_2021	Low St and Brown School Gym Order
ORDR301_11_08_2021	Authorizing-Acquisition-57-Low-St COTW
ORDR309_11_08_2021	57 Low Street COTW
ORDR00314_01_10_2022	West End fire Station Land Eminent Domain Action

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

#### AN ORDER (1) AUTHORIZING PURCHASE OF A 2.7-ACRE PORTION OF 57 LOW STREET AND (2) ASSIGNING TEMPORARY USE.

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

- 1) The City Council appropriates the sum of **Two-Hundred and Twenty Thousand Dollars (\$220,000)** from free cash to pay the costs to purchase Lot A-1 (depicted on the attached map) on the terms and conditions contained in the attached Letter of Intent (dated July 10, 2020), notwithstanding an extended date to be granted by the Commonwealth for the closing of this real estate transaction as well as the attached draft deed to the City provided by the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) for general municipal purposes. The Mayor and Treasurer are authorized to take any action necessary to carry out this purchase.
- 2) Upon acquisition of Lot A-1, pursuant to M.G.L c. 40, § 15A, the City Council authorizes transfer of care, custody, management, and control of such Lot A-1 to the Department of Public Services to be shared with the Parks Department on a temporary basis until such time as permanent or other use such as Newburyport Youth Services is determined and approved by the Council.
- 3) Further, the City Council appropriates the sum of **Twenty-Five-Thousand Dollars (\$25,000)** from free cash pursuant to the Credere presentation dated 12/2/2021 to remediate (1) "visible mold identified in the Men's Bathroom" (2) "PCB-containing materials..." and (3) "manage painted surfaces that contain lead...".
- 4) Mayor and the City Council agree that the City Engineer will complete an engineering site plan (including a yield analysis) for the 57 Low St. property to guide future decisions on the final use of the property by March 31, 2022.
- 5) Mayor and City Council agree that for the Brown School (1) a plan and associated costs are needed as soon as is practicable for consideration (2) there may be public value in restoring the gym for use and (3) there is an immediate need to weatherize and protect the building from further deterioration.

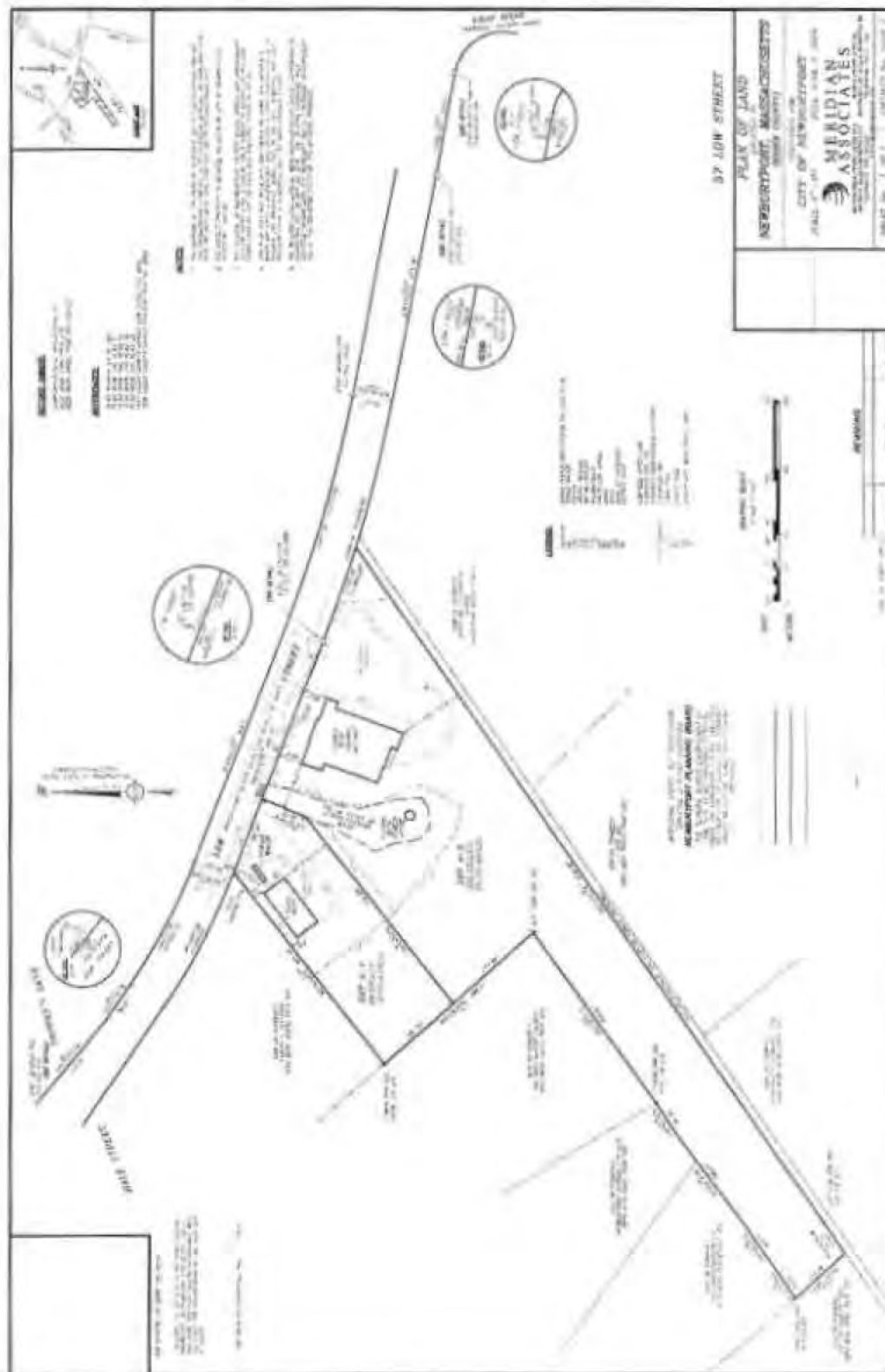
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Councillor Sharif I. Zeid, Ward 1 Councillor

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Councillor Bruce L. Vogel, Councillor At-Large

**Exhibit 1: Map depicting Lot A1**



**Exhibit 2: Draft Deed**

**RELEASE DEED**

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]

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

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

## ORDERED:

November 8, 2021

**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: (a) the attached Letter of Intent (*dated July 10, 2020*), notwithstanding an extended date to be granted by the Commonwealth for the closing of this real estate transaction; and (b) the attached 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.

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Councillor Heather L. Shand

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Councillor Charles F. Tontar

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Councillor Bruce L. Vogel

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Councillor Barry N. Connell

### In City Council November 8, 2021:

Motion to refer ORDR300, ORDR301, and ORDR309 to Budget & Finance and COTW collectively by Councillor Zeid, seconded by Councillor Vogel. So voted.

**In City Council December 13, 2021:**

Motion to invoke Rule 7H to collectively move to next City Council Session by Councillor Zeid, seconded by Councillor Devlin. Motion to separate the question by Councillor Tontar, seconded by Councillor Khan. Roll call vote. 6 no, 5 yes (HS, CT, BV, BC, AK). Motion fails. Motion on floor. Roll call vote. 6 yes, 5 no (HS, CT, BV, BC, AK). Motion passes.



# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

November 8, 2021

**AN ORDER (1) AUTHORIZING PURCHASE OF A 2.7-ACRE PORTION OF 57 LOW STREET,  
(2) APPROPRIATING \$900,000 TO PURCHASE SUCH PROPERTY, REMOVE THE EXISTING STRUCTURE,  
AND CONSTRUCT A 5000SF METAL GARAGE (WITH CONCRETE PAD) FOR USE BY THE DEPARTMENT OF  
PUBLIC SERVICES,**

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

- 1) The City Council approves and authorizes the purchase of that portion of the real property commonly known as 57 Low Street, depicted in the attached plan as Lot A-1, for the sale price of Two-Hundred and Twenty Thousand Dollars and (\$220,000): (a) for general municipal purposes, with the exception of that portion of Lot A-1 to be reserved for open space and conservation purposes; and (b) for open space and conservation purposes as to that portion of Lot A-1 depicted in the attached "Area of Conservation Restriction.
- 2) The City Council appropriates the sum of Nine Hundred Thousand Dollars (\$900,000) from the sale of a Municipal Bond to pay the costs (a) to purchase Lot A-1, and (b) remove the existing building, and (c) to construct a 5000sf metal building with concrete pad for use as a parking garage for DPS and Parks Dept vehicles.

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Councillor James J McCauley, Ward 5

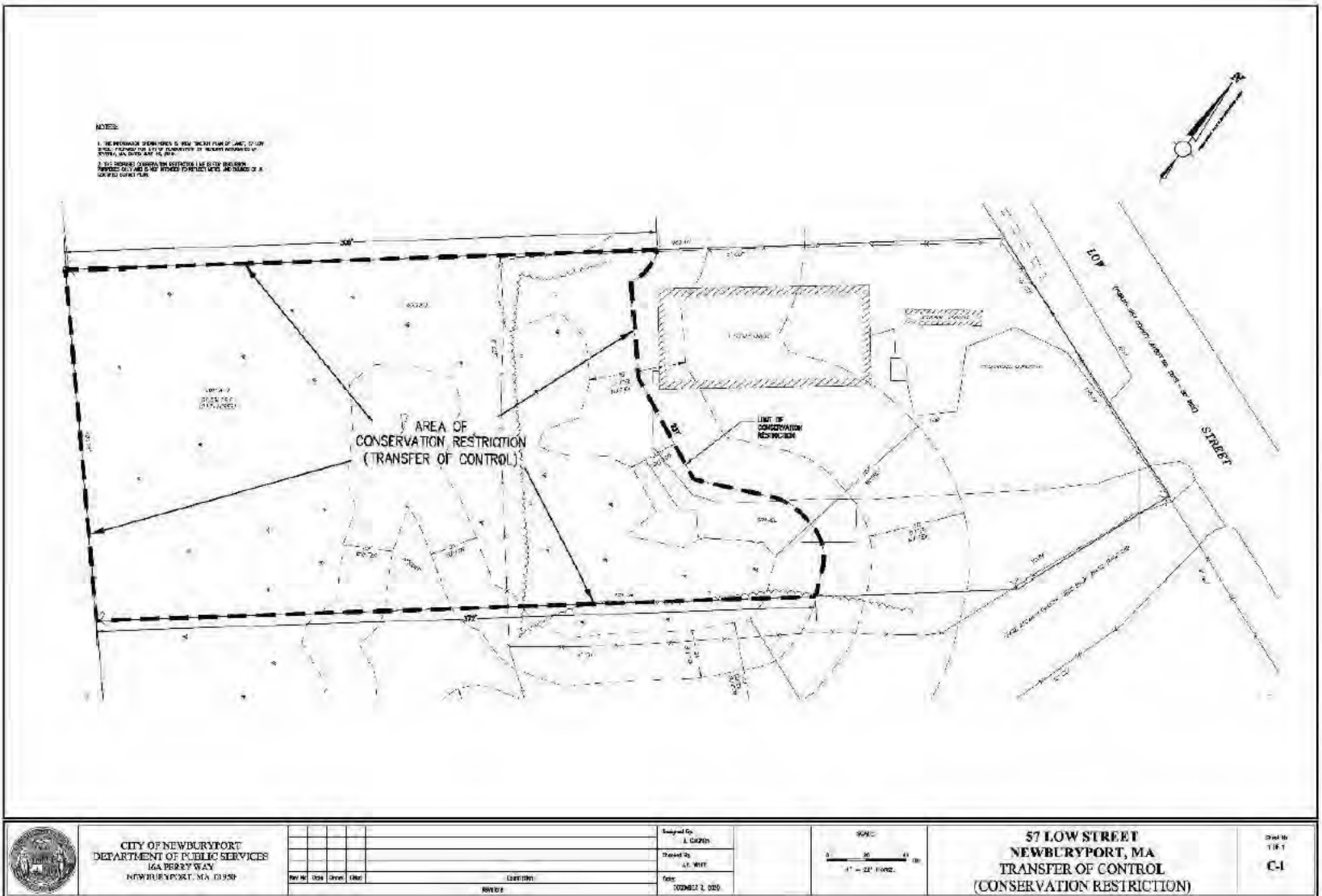
### **In City Council November 8, 2021:**

Motion to refer ORDR300, ORDR301, and ORDR309 to Budget & Finance and COTW collectively by Councillor Zeid, seconded by Councillor Vogel. So voted.

**In City Council December 13, 2021:**

Motion to invoke Rule 7H to collectively move to next City Council Session by Councillor Zeid, seconded by Councillor Devlin. Motion to separate the question by Councillor Tontar, seconded by Councillor Khan. Roll call vote. 6 no, 5 yes (HS, CT, BV, BC, AK). Motion fails. Motion on floor. Roll call vote. 6 yes, 5 no (HS, CT, BV, BC, AK). Motion passes.

Plan of "Area of Conservation Restriction (Transfer of Control)"



## CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

January 10, 2022

AN ORDER TO AUTHORIZE ACQUISITION OF LAND IN CONNECTION WITH  
RECONSTRUCTION OF THE CUTTER WEST END FIRE STATION AND TO  
APPROPRIATE FUNDS FOR THE SAME

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

**THAT** the City Council of the City of Newburyport by virtue of and in accordance with the authority of the provisions of Chapter 79 of the Massachusetts General Laws, as amended, and of any and every other power and authority which is hereunto in any way enabling, having by its vote under Section 26 of the Newburyport City Council Rules (2021) suspended application of Rule 7I of such Rules requiring submission of an appraisal as it may apply to the following disposition of land, hereby adopts this Order of Taking to acquire the fee in that certain real estate depicted as "Lot A," on the plan entitled "Plan of Land in Newburyport, Massachusetts, Surveyed for City of Newburyport, 153 Storey Avenue & 1 Lt. Leary Drive," prepared by Winter GEC, LLC, dated September 14, 2021, having an area of 7,535 square feet (the "Taking Parcel"), for public safety purposes, including the construction of a municipal fire station, and to authorize the City Council President to execute an Order(s) of Taking to effectuate the purposes of this vote; and

**THAT** upon the recording of such order, in reliance upon and subject to the conditions set forth in a certain Waiver of Appraisal and Damages titled "Friendly Taking of Parcel of Land Located at 1 Lieutenant Leary Drive – Waiver of Appraisal and Damages" and executed by said Owners and the City of Newburyport on October 22<sup>nd</sup>, 2021, on file with the City Clerk, compensation in the amount of Four Hundred Thousand Dollars (\$400,000.00), be paid to the Owners of said property as full compensation for all damages sustained by them as a result of said taking; and

**THAT**, Four-Hundred-Thousand Dollars (\$400,000.00) is appropriated to pay the compensation indicated above, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote. Any premium received upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

---

Councillor James J. McCauley

---

Councillor Sharif I. Zeid

**In City Council January 10, 2022:**

Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor McCauley.  
Roll call vote. 11 yes. Motion passes.



CITY OF NEWBURYPORT  
OFFICE OF PLANNING AND DEVELOPMENT  
60 PLEASANT STREET • P.O. Box 550  
NEWBURYPORT, MA 01950  
(978) 465-4400

SEAN REARDON  
MAYOR

---

MEMORANDUM

---

TO: NEWBURYPORT CITY COUNCIL  
FROM: GEORDIE VINING, SENIOR PROJECT MANAGER  
SUBJECT: ACQUISITION OF PROPERTY FOR NEW JOHN F. CUTTER JR. FIRE STATION (WEST END)  
DATE: 1/3/22

As recommended by the City Solicitor and Bond Counsel, we respectfully request that the City Council vote again on the Order authorizing the acquisition by friendly taking of 7,535 square feet of property adjacent to the existing John F. Cutter Jr. Fire Station in the west end to facilitate designing and building a modern new facility.

The City of Newburyport has been working for some time to develop a new west end fire station. The current facility is inadequate in nearly every respect, as it has no separation between the living quarters and the carcinogens of the Apparatus Room and equipment area. The facility has no insulation, no cooling system, no fire protection sprinkler system, no handicapped accessibility, no accommodation for a multi-gendered fire service staff, no storage space, and almost no parking. Renovation and reuse of the existing facility is not economically feasible or desirable.

The City reached a written agreement with the owners of the property adjacent to the station on 10/22/21 for \$400,000 along with several other considerations. On 11/29/21, the City Council unanimously authorized the acquisition of the adjacent property as well as borrowing funds to pay the compensation. However, the City ran out of time to complete all the required steps to record a taking at the Registry of Deeds within 30 days of the authorization (per state law MGL Chapter 79, Section 3).

Please note that once any such borrowing is authorized, there is a 20-day referendum period until the authorization becomes valid during which time the City's Bond Counsel reviews all of the required documentation in order to issue an opinion as to its validity, enforceability and tax status of the debt issuance. The City received a letter from its Bond Counsel indicating the need to provide a copy of an appraisal per City Council Rule 7I, or document a vote to waive the rule. The City Council orally reached a consensus while deliberating on this matter that Rule 7I requiring an appraisal should be waived for this project for a number of reasons. However, when the Council unanimously authorized acquisition of the property on 11/29/21, the Council did not formally vote to waive Rule 7I.

In addition, the sellers and their attorney provided documentation of their mortgage assignment later than originally anticipated just as the Christmas holiday began (as the City needs the mortgage to be fully paid off by the proceeds and released). A new mortgage payoff statement is required past 12/25/21. These procedural requirements caused insufficient time in the remaining days of the 30-day period to complete the process, including securing the City Council's vote waiving the appraisal rule, securing a new mortgage payoff

statement, mailing the Mylar plan and all certified documents to the title examiner, and then sending them to the Registry for recording prior to 12/29/21.

This is not the first time that the City has had to vote again to confirm a property acquisition, and with your support these steps should not delay the closing on the property by more than a few weeks. Enclosed with this memo is the updated Order from the City Solicitor with a reference to a vote under Section 26 of the Newburyport City Council Rules (2021) suspending the application of Rule 71 requiring submission of an appraisal as it may apply to this disposition of land. The City Solicitor recommends a separate vote to suspend the application of Rule 71.

Thank you for your consideration.

\

## **Committee Items- January 31, 2022 License & Permits**

APPL 00060 1-10-22 State Automotive 2<sup>nd</sup> Hand MV License

APPL 00061 1-10-22 LCA Motors 2<sup>nd</sup> Hand MV License

APPL 00062 1-10-22 Newburyport Sunoco 2<sup>ND</sup> Hand MV License



THE COMMONWEALTH OF MASSACHUSETTS

City OF NewburyportRECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 DEC 15 PM 12:44

**APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE  
OR ASSEMBLE SECOND HAND MOTOR VEHICLES  
OR PARTS THEREOF**

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a 2 class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? State Automotive Repair LLC

Business address of concern. No. 196 Route One St.,  
Newburyport MA 01950 City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? LLC (single member)

3. If an individual, state full name and residential address.  
LLC Manager: Andrew J. de Bernardo  
16 Hickory Lane, Topsfield MA 01983

4. If a co-partnership, state full names and residential addresses of the persons composing it.  
N/A

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? No

If so, is your principal business the sale of new motor vehicles? No

Is your principal business the buying and selling of second hand motor vehicles? No

Is your principal business that of a motor vehicle junk dealer? No

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.  
196 Route One, Newburyport is located just south of the  
Route One traffic circle. State Automotive Repair LLC  
occupies approximately 1/2 of a shared building with a retail  
vendor. Auto repair bays contain lifts, tools, and equipment consistent  
with any typical auto repair shop. Parking is in front, to the  
side, and to the rear of the building.

8. Are you a recognized agent of a motor vehicle manufacturer? No  
(Yes or No)

If so, state name of manufacturer \_\_\_\_\_

9. Have you a signed contract as required by Section 58, Class 1? N/A  
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? yes  
(Yes or No)

If so, in what city — town Newburyport, MA

Did you receive a license? yes For what year? 2016-2020  
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof  
ever been suspended or revoked? No  
(Yes or No)

Sign your name in full Frederic J. Desrosiers, LLC Manager  
(Duly authorized to represent the concern herein mentioned)

Residence 16 Hickory Lane, Topsfield MA

### IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH  
FULL INFORMATION, AND FALSE STATEMENTS  
HEREIN MAY RESULT IN THE REJECTION OF  
YOUR APPLICATION OR THE SUBSEQUENT  
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the  
application with the registrar. (See Sec. 59)

## APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation \_\_\_\_\_  
(Approved or Disapproved)

License No. \_\_\_\_\_ granted \_\_\_\_\_ 20 \_\_\_\_\_ Fee \$ \_\_\_\_\_

Signed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which will expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

APPLICATION FOR A LICENSE TO BUY, SELL,  
EXCHANGE OR ASSEMBLE SECOND HAND  
MOTOR VEHICLES OR PARTS THEREOF.

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application No. \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Name \_\_\_\_\_

St. and No. \_\_\_\_\_

City — Town \_\_\_\_\_

Date Issued \_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2021

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

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

<b>PRODUCER</b> Bernard M. Sullivan Insurance Agency 12 Market St. P.O. Box 568 Ipswich MA 01938	<b>CONTACT NAME:</b> Jeremiah Lewis <b>PHONE (A/C, No, Ext):</b> (978) 356-5511 <b>E-MAIL ADDRESS:</b> jllewis@sullivaninsurance.com <b>FAX (A/C, No):</b> (978) 356-0214																					
<b>INSURED</b> State Automotive Repair, LLC. 196 Route One Newburyport MA 01950	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Commerce Insurance Company</td><td>34754</td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Co of CT</td><td>25682</td></tr><tr><td>INSURER C:</td><td>C N A Surety</td><td>CNAS01</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Commerce Insurance Company	34754	INSURER B:	Travelers Indemnity Co of CT	25682	INSURER C:	C N A Surety	CNAS01	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER: CL21121506482

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BHTRGQ	12/28/2021	12/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-5K937614-21-42	07/01/2021	07/01/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Used Auto Dealer Bond			62659263	02/01/2022	02/01/2023	Bond Penalty \$25,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Newburyport City Council 60 Pleasant Street Newburyport MA 01950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Massachusetts



# Western Surety Company

## SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. 62659263

KNOW ALL PERSONS BY THESE PRESENTS:

Effective Date: February 1st, 2016

That we, State Automotive Repair, LLC,

as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against this bond or the number of years this bond remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at \_\_\_\_\_

60 Pleasant St, Newburyport, MA 01950

by First Class U.S. Mail.

Address \_\_\_\_\_

Dated this 1st day of February, 2016

State Automotive Repair,  
LLC.

Principal

By: [Signature]

WESTERN SURETY COMPANY, Surety

By: [Signature]

Paul T. Bruflat, Senior Vice President

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One Second Hand Motor Vehicle Dealer

bond with bond number 62659263

for State Automotive Repair, LLC

as Principal in the penalty amount not to exceed: \$ 25,000.00

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 1st day of February,  
2016

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

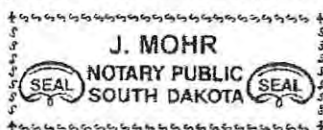
Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 1st day of February, 2016, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson

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



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Contact Dana  
de Bernardo with  
any questions:

781-334-8077

~~dana@~~  
dana@bulldawgsa  
.com



THE COMMONWEALTH OF MASSACHUSETTS

City

OF

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Newburyport

2022 JAN - 6 AM 8:04

**APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE  
OR ASSEMBLE SECOND HAND MOTOR VEHICLES  
OR PARTS THEREOF**

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a second class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? LCA Motors

Business address of concern. No. 4 Lt. Leary Drive St.,  
Newburyport City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? individual

3. If an individual, state full name and residential address.

Charles Ciovacco 4 Lt. Leary Drive Newburyport

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

Sale of used automobiles. Business is conducted  
online. No inventory is kept on the premises.

8. Are you a recognized agent of a motor vehicle manufacturer? No

(Yes or No)

If so, state name of manufacturer \_\_\_\_\_

9. Have you a signed contract as required by Section 58, Class 1? N/A

(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? Yes

(Yes or No)

If so, in what city — town Newburyport

Did you receive a license? Yes

(Yes or No)

For what year? 2005 — present

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? No

(Yes or No)

Sign your name in full Clay Cima

(Duly authorized to represent the concern herein mentioned)

Residence 4 Lt. Leary Drive Npt

### IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH  
FULL INFORMATION, AND FALSE STATEMENTS  
HEREIN MAY RESULT IN THE REJECTION OF  
YOUR APPLICATION OR THE SUBSEQUENT  
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)



## APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation \_\_\_\_\_

(Approved or Disapproved)

License No. \_\_\_\_\_ granted \_\_\_\_\_ Fee \$ \_\_\_\_\_

Signed \_\_\_\_\_

### CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which will expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

APPLICATION FOR A LICENSE TO BUY, SELL,  
EXCHANGE OR ASSEMBLE SECOND HAND  
MOTOR VEHICLES OR PARTS THEREOF.

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APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application No. \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Name \_\_\_\_\_

St. and No. \_\_\_\_\_

City — Town \_\_\_\_\_

Date Issued \_\_\_\_\_

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Remarks \_\_\_\_\_

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\_\_\_\_\_

# **CNA SURETY**

CNA Plaza, Chicago IL 60685-0001

Jennifer B. Schaller  
Counsel  
Telephone 312-822-7049  
Facsimile 312-755-3737

Re: Second Hand Motor Vehicle Dealer Bond Certificate of  
Continuance for Western Surety Bonds

Western Surety is an underwriting company of CNA Surety and we are contacting your office because several of our bond principals received correspondence indicating the need for a Certificate of Continuance for their Second Hand Motor Vehicle Dealer Bonds issued by Western Surety.

Western Surety's standard bond form expressly states: "This bond shall be continuous and may be cancelled by the Surety by giving (30) days' written notice of cancellation to the municipal licensing authority at (address) by First Class Mail." (emphasis added)." Since, Western Surety's bond form is continuous, it would be inappropriate for Western Surety to issue a Continuation Certificate.

The Commonwealth of Massachusetts, Registry of Motor Vehicles has reviewed Western Surety's bond form and has clearly stated that municipalities do not need to require additional evidence that the bond is in effect. (See attached letter from Attorney William McVey dated November 19, 2004).

If you have any questions, or we can be of any further assistance, please feel free to contact me at (312) 822-7049.

Sincerely,

*Jennifer B. Schaller*

Jennifer B. Schaller



# *The Commonwealth of Massachusetts*

## *Registry of Motor Vehicles*

*One Coryley Place, Boston 02116*

Kimberly Hinton  
Registrar

Mail:  
P.O. Box 199100  
Boston, MA 02119-0100  
[www.state.ma.gov/mv](http://www.state.ma.gov/mv)

November 19, 2004

Jennifer B. Schaller, Esq.  
Law Department  
CNA Surety, 13<sup>th</sup> Floor  
CNA Plaza 13 South  
Chicago, IL 60685

Re: Western Surety Company Bond for Massachusetts

Dear Attorney Schaller:

1. This is in response to your inquiry concerning the bond required by Class 2 motor vehicle dealers in Massachusetts. You have indicated that licensing authorities in some municipalities have insisted that dealers attempting to renew a "Class 2 Dealer's License" must provide proof that the dealer's existing bond is still valid and will remain so throughout the renewal term of one calendar year (January 1, to December 31).

2. Chapter 422 of the Acts of 2002 does state that:  
A municipal licensing authority shall not issue or renew a Class 2 license unless it is satisfied that a bond or equivalent proof of financial responsibility meeting the requirements of this section is in effect during the term under which the license shall be issued or renewed....

3. I have reviewed a copy of a bond you have provided which is issued by Western Surety Company (apparently a related company to CNA). The Form Number of the Western Surety Second Hand Motor Vehicle Dealer Bond is F6333-7-2003 and you have provided oral assurance that this is the only bond form used in Massachusetts by Western Surety Company for Class 2 dealers.

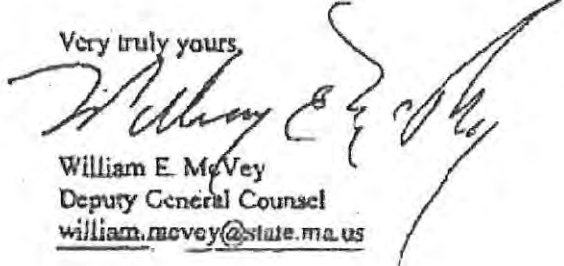
4. The last paragraph of the Western Surety Second Hand Motor Vehicle Dealer Bond states:

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days written notice of cancellation to the municipal licensing authority at \_\_\_\_\_ by First Class U.S. Mail.

5. Based upon the wording contained in the Bond as stated in paragraph # 4, the Registrar is satisfied that the above identified Western Surety Second Hand Motor Vehicle Dealer Bond (F6333-7-2003) provides continuous coverage under the law (unless the municipality is notified of cancellation). As such, a municipality in Massachusetts that is processing a renewal for a Class 2 Dealer License from a dealer who has a Western Surety Second Hand Motor Vehicle Dealer Bond (F6333-7-2003) on file with the municipality, should not require additional evidence that the bond is still valid.

6. I trust this is responsive to your inquiry.

Very truly yours,



William E. McVey  
Deputy General Counsel  
[william.mcvay@state.ma.us](mailto:william.mcvay@state.ma.us)

Massachusetts

# Western Surety Company

## SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. 69923000

KNOW ALL PERSONS BY THESE PRESENTS:

Effective Date: June 9, 2005That we, Charles Ciovacco dba LCA Motors

as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against this bond or the number of years this bond remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at City Hall, 60 Pleasant St., Newburyport, MA 01950

by First Class U.S. Mail.

Address

Dated this 9th day of June, 2005.

Charles Ciovacco dba LCA

Motors, Principal

By:

WESTERN SURETY COMPANY, Surety

By:

Paul T. Brufat, Senior Vice President



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity, policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail, and surety and fidelity bonds; indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 9th day of June, 2005.

ATTEST

L. Nelson  
Assistant Secretary

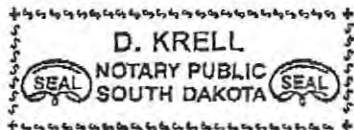
WESTERN SURETY COMPANY

By

Paul T. Brufat  
Paul T. Brufat, Senior Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 9th day of June, 2005, before me, a Notary Public, personally appeared Paul T. Brufat and L. Nelson, who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires November 30, 2008

D. Krell

Notary Public

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

THE COMMONWEALTH OF MASSACHUSETTS

City OF Newburyport 2022 JAN -3 PM 12:35APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE  
OR ASSEMBLE SECOND HAND MOTOR VEHICLES  
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a II class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? GNFD inc DBA.Newburyport SunocoBusiness address of concern. No. 59 St.,Storey ave, Newburyport MA, 01950 City — Town.2. Is the above concern an individual, co-partnership, an association or a corporation? Corporation

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President Georges Daaboul: 44 Clipper way, Newburyport MA 01950

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? NoIf so, is your principal business the sale of new motor vehicles? No, Gas station, car dealer & inspection station.Is your principal business the buying and selling of second hand motor vehicles? NoIs your principal business that of a motor vehicle junk dealer? No

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

59 Storey Ave, Newburyport MA 01950  
Sunoco Gas station in town, to be used as  
a Repair facility & Car ~~lot~~ dealer lot, for  
the purpose ~~also~~ mentioned.  
Gas station, Vehicle inspection station, Car Repairs.

8. Are you a recognized agent of a motor vehicle manufacturer? No  
(Yes or No)

If so, state name of manufacturer \_\_\_\_\_

9. Have you a signed contract as required by Section 58, Class 1? \_\_\_\_\_  
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? Yes  
(Yes or No)

If so, in what city — town Newburyport

Did you receive a license? Yes (Yes or No) For what year? 2021

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof  
ever been suspended or revoked? No  
(Yes or No)

Sign your name in full

Georges Daaboul  
(Date authorized to represent the concern herein mentioned)

Residence 44 clipper way Newburyport  
MA 01950

### IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH  
FULL INFORMATION, AND FALSE STATEMENTS  
HEREIN MAY RESULT IN THE REJECTION OF  
YOUR APPLICATION OR THE SUBSEQUENT  
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the  
application with the registrar. (See Sec. 59)



**APPLICANT WILL NOT FILL THE FOLLOWING BLANKS**

Application after investigation \_\_\_\_\_  
(Approved or Disapproved)

License No. \_\_\_\_\_ granted \_\_\_\_\_ Fee \$ \_\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)**

**SECTION 57.** No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

**SECTION 58.** Licenses granted under the following section shall be classified as follows:

**Class 1.** Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

**Class 2.** Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

**Class 3.** Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

**SECTION 59.** The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which will expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

APPLICATION FOR A LICENSE TO BUY, SELL,  
EXCHANGE OR ASSEMBLE SECOND HAND  
MOTOR VEHICLES OR PARTS THEREOF.

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APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application No. \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Name \_\_\_\_\_

St. and No. \_\_\_\_\_

City — Town \_\_\_\_\_

Date Issued \_\_\_\_\_

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Remarks \_\_\_\_\_

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SELECTMEN

MAY 16 2004

RECEIVED

Memorandum

To: Municipal Licensing Authorities of Motor Vehicle Dealers

From: William E. McVey, Deputy General Counsel

Date: May 2004

Re: Issues Relating to Class 2 Dealers under G.L. 140, Section 58

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1. Purpose

The primary purpose of this Memorandum is to provide information to Cities and Towns about the amendments relative to Class 2 dealers that were made to G.L. c. 140, §58 by Chapter 422 of the Acts of 2002 (a copy of which is enclosed). The Legislature amended Section 58 to require Class 2 dealers to post and maintain a bond (or, if permitted, equivalent proof of financial responsibility, e.g., certificate of deposit or letter of credit) with the municipal licensing authority in the amount of \$25,000. The amendments also authorize the licensing of two additional types of businesses engaged in used vehicle sales. The amendment became effective almost a year ago, on March 24, 2003, but some municipalities may be unaware of it and some other issues remain to be clarified.

2. Bond Requirement

The bond requirement is only applicable to Class 2 dealers. It is not applicable to a Class 1 dealer who buys and sells used vehicles and it is not applicable to a Class 3 dealer who sells used vehicles. The bond is for the benefit of a person who purchases a vehicle from the Class 2 licensee and suffers a financial loss. The list of intended beneficiaries is contained within the Act. The bonding requirement modifies the municipal licensing process for Class 2 dealers (and affects the dealer's ability to retain the license). It also affects the RMV, since the agency is prohibited from knowingly issuing or renewing Dealer Plates if it becomes aware that a Class 2 dealer lacks the legally required bond. The RMV will revoke the General Registration and Dealer Plates when it becomes aware the dealer does not have a bond or when it is informed by a municipality that it has revoked a Class 2 license. The RMV has become aware that some municipalities are not enforcing the bond requirement and have been licensing Class 2 dealers without a bond. **A municipality that fails to enforce the bond requirement faces potential liability from claimants under the bond.**

3. Dealers Subject to Bond Requirement

All Class 2 dealer-licensees (no exceptions) renewing or obtaining a new license in 2004 (and in future years) are subject to the bonding requirement of \$25,000. This is true even if the dealer is not selling vehicles covered by the warranty requirements of G.L. c.90, §7N ¼. G.L. c.140, §58 (c)(1) states:

The person shall obtain a bond, or equivalent proof of financial responsibility as described in paragraph (5), and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth.

The law prohibits a city or town licensing authority from issuing or renewing a Class 2 license unless it is satisfied that a bond or the equivalent meeting the requirements of the law is in effect during the term under which the license shall be issued or renewed. Note also that if a dealer has more than one location in a City or Town and goes by a different name at the other location(s), the dealer needs a separate bond for each location

at which it uses a different name. If a dealer has locations in more than one City or Town, separate bonds must be obtained for each municipality.

4. **Bond Issue Clarifications**

Two issues needing clarification have recently been raised as to the bond/equivalent requirement.

(a) **Certificates of Deposit and Letters of Credit:** The first has to do with the place where certificates of deposit or irrevocable letters of credit may be deposited. Section 58 (c)(1) states, in part:

In lieu of the bond required by this section, the municipal licensing authority may allow the dealer to deposit collateral in the form of a certificate of deposit or irrevocable letter of credit, as authorized by the banking laws of the commonwealth.... The collateral may be deposited with or executed through any authorized state depository designated by the commissioner....

The statute does not define "authorized state depository" but the Massachusetts Commissioner of Banks has issued an opinion to the Registrar, dated March 5, 2004, stating that "the definition covers any state or federally chartered bank or credit union with a banking office in the Commonwealth which has federal deposit insurance." The Commissioner has recommended that if a "Certificate of Deposit" is used, it should be titled:

"Commonwealth of Massachusetts, name of municipality, In Trust for (dealer) under Massachusetts General Laws chapter 140, section 58"

The Commissioner also recommends that an assignment should be executed, and that a municipality wishing to do so should contact the State Treasurer's Office to discuss the mechanics of that option. The Treasurer's Office is familiar with Certificates of Deposit and other alternative collateral since that office holds such collateral for certain licensees of the Commissioner of Banks.

(b) **Filing the Bond with Licensing Authorities:** The second issue relates to the manner in which the bond should be filed and filled out. The original of the bond needs to be filed with the City or Town when an initial Class 2 license is issued. On renewal, the licensing authority should insist on either a new original bond with power of attorney attached or an original continuation certificate showing that the existing bond is valid through the end of the next license period. Bonds may be written for more than one year so a municipality should be sure the bond covers the whole period during which the Class 2 license will be in effect. The amended statute does not specify the manner in which the bond should be filled out. However, a bond should clearly identify the parties and the purpose of the bond. For example:

Town of Willingboro, as obligee for the benefit of a person who purchases a vehicle from (name of dealer) and suffers a loss as defined by G.L. 140, Section 58.

5. **Class 2 Licensee Definition Expanded**

The definition of a Class 2 dealer was expanded to include two additional categories of used vehicle sellers that were not previously required to obtain a Class 2 license. A Class 2 licensee had always been defined as a person whose principal business is the buying or selling of second hand motor vehicles. The amended law allows a license to be issued even though it is not the applicant's principal business or he/she is not actually a seller. G.L. c. 140, §58 (c) now reads, in part:

(c) Class 2. A person whose principal business is the buying or selling of second hand motor vehicles, a person who purchases and displays second hand motor vehicles for resale in retail transactions, and any other person who displays second hand motor vehicles not owned by him pursuant to an agreement in which he receives compensation, whether solely for displaying the vehicles, upon the sale of each vehicle, or otherwise, may be granted a used car dealer's license ....

6. **Comment on the Expanded Definition of Class 2 Licensee**

(i) "... a person who purchases and displays second hand motor vehicles for resale in retail transactions." This seller is a dealer of motor vehicles at retail even though it may not be his/her principal business and buys vehicles in order to sell them at retail to make a profit. A person who is selling or negotiating the casual sale of his/her own vehicle (one registered to him/her or to a spouse, another relative, a friend, etc.) is not required to obtain a Class 2 license, in the view of the RMV. Nor is a company that leases



vehicles for the use of its employees and then allows the employee to purchase the vehicle at the expiration of the lease. This provision may be applicable to a local garage or other business that purchases vehicles at auction (or from other sources) and repairs or reconditions them and offers them for sale. Any vehicles this licensee sells to a consumer will be subject to the state-mandated warranty protection of G.L. c.90, §7N¼, and the dealer must maintain or demonstrate access to repair facilities sufficient to enable him/her to satisfy the warranty repair obligations imposed by that section. The licensee must comply with the Consumer Protection Act, G.L. 93A and the Regulations of the Attorney General, and must post the required warranty notices on vehicles offered for sale. As a Class 2 licensee, this dealer is also required to maintain a Used Vehicle Record Book pursuant to G.L. 140, §62. The "authorized officers" identified in G.L. c.140, §66 (State Police, Attorney General, Chief of Police, Police Commissioner in Boston, the Selectmen of a Town, or police officers authorized by said officials) "may at any time enter upon any premises used by any person licensed under section fifty-nine for the purpose of carrying on his licensed business, ascertain how he conducts the same and examine all second hand motor vehicles or parts thereof kept or stored in or upon the premises, and all books, papers and inventories relating thereto."

(ii) "...any other person who displays second hand motor vehicles not owned by him pursuant to an agreement in which he receives compensation, whether solely for displaying the vehicles, upon the sale of each vehicle, or otherwise." This is a person who does not own the vehicles he displays on his property but he receives compensation for the display or the sale from the vehicle's owner. These are usually consignment sales and they should only involve privately owned vehicles. RMV regulations prohibit the holder of a dealer plate from offering vehicles for sale anywhere other than the licensed premises of the dealer (except for sales at recognized automobile auction facilities or at combined-dealer special sale events). Therefore, a dealer who has been issued Dealer Plates may not display other dealer's vehicles on his/her own lot or display his own vehicles on other dealers' lots. However, any licensed Class 2 dealer who has received Dealer Plates from the RMV may display vehicles for sale on the dealer's lot that are owned by a private party and held for consignment, but the vehicle must be entered in the dealer's Used Vehicle Record Book as a consignment vehicle. (The dealer cannot, however, attach its own Dealer Plate to allow a test drive of the consigned vehicle because the dealer does not own the vehicle. If a test drive is contemplated, the vehicle's owner may opt to leave his/her own valid registration plates on the vehicle if the owner's liability insurance will cover a test drive). The record keeping and inspection requirements as contained in 6.(i) (above) are applicable here also.

7. **Local Review Needed** Municipalities are urged to review the Class 2 licenses they have issued in 2004 to ensure that the bond requirement has been met for each license.

8. **A Note About Licensees Working From Home**

The RMV is aware that some municipalities have been issuing Class 2 licenses even though the applicant is doing business from his/her home. Class 2 licensees almost always apply to the RMV for Dealer Plates. The process is that the RMV asks the State Police to perform a site visit to determine if the dealer has a facility that is appropriate for the issuance of such plates. After the visit, the Trooper makes a report and recommendation to the RMV. If the licensed premises do not comply with the relevant provisions of G.L. c.90 and the Regulations of the Registrar at 540 CMR 18.00, the application for plates will be denied.

**Definition of "Dealer."** M.G.L. c. 90, 1, defines a "dealer" as: "any person who is engaged principally and substantially in the business of buying, selling or exchanging motor vehicles or trailers or motor vehicle bodies who maintains a facility dedicated to carrying out said business...." (Emphasis added). An applicant for General Registration Dealer Plates must be principally and substantially engaged in the business and have the required dedicated facility. Even a dealer who sells solely on a "wholesale basis" (although no such Class 2 license category exists) must have the required dedicated facility. The RMV will not issue Dealer Plates to an applicant if his/her business is located within the personal living



quarters of a residential building, whether or not the dealer or someone else actually resides there or whether no one resides there. The law regarding the issuance of dealer plates is clear and plates will not be issued even if the municipality has issued a dealer's license for that location.

Further, the regulations at 540 CMR 18.02(2)(a) were adopted under the Registrar's authority and contain the requirements that a dealer must meet to receive or retain Dealer Plates. These requirements indicate the nature of the required "facility." Generally, the following are relevant to a used vehicle dealer:

- > The dealer's business is situated within a permanent building or permanently affixed structure, including an office trailer, owned or leased by the dealer for his exclusive use and located at the address of record noted on the dealer's license issued under the provisions of M.G.L. 140, §59. Except for a dealer who exchanges vehicles or trailers solely on a wholesale basis, the dealer shall be open to the public.
- > The building, structure or office trailer must have adequate office space to conduct the business.
- > If more than one business is located within the same building or structure, the dealer shall maintain a separate and exclusive entrance, unless the multiple businesses are owned or controlled by the same principals.
- > Subject to local law, and except for a dealer who exchanges vehicles or trailers solely on a wholesale basis, the dealer shall display a permanently affixed exterior sign of sufficient size and design, to give the general public notice of the name and nature of the business.
- > The dealer must have a display area/lot to display the vehicles being offered for sale unless the dealer exchanges vehicles or trailers solely on a wholesale basis.

#### 9. Summary

Personal living quarters cannot be the site of a Class 2 dealer's business because the law requires a dealer to maintain a facility dedicated to carrying out that business and that facility must be used exclusively for the dealer's business. It is possible that a dealer may have premises either attached to or detached from a residential building that could be deemed suitable by the RMV. The State Police site inspection may help to determine suitability. The premises would have to be separate and distinct from any personal living quarters (e.g., it would have to be a secure facility with solid floor-to-ceiling walls, adequate office space to conduct the business, direct access from the outside of the building, not be used or shared with any other person or with any portion of personal living quarters and be licensed by the municipality at that location). The licensee must post and maintain reasonable business hours so that State and local police can accomplish the required facility and record book checks when required.

10. New License Application in Draft Stage G.L. 140, §59 states, in part: ...“application for license shall be made in such form as shall be approved by the registrar of motor vehicles...” The RMV is drafting a proposed new version of an *Application for a License as a Motor Vehicle Dealer*. The purpose is to update and standardize the *Application* to include significantly more information about the applicant (including background information on all principals) so that licensing authorities are better informed before issuing or renewing a license. The RMV is willing to receive and discuss suggestions for the proposed new *Application* that local licensing officials may wish to provide. Please email me with your suggestions at: [william.mcvey@state.ma.us](mailto:william.mcvey@state.ma.us) or write to me at the above address.

Thank you. If you have any questions about this Memorandum you may email or write. You may also call me at: 617-351-9950.



UTICA MUTUAL INSURANCE COMPANY  
NEW HARTFORD, NEW YORK  
**EXECUTION REPORT FOR BOND**

U/W Code

<b>CODING SOURCE</b> <b>0# Acct Number:</b>		<b>EFFECTIVE DATE</b> 12/19/2021
<b>POLICY NUMBER</b> SU4490005		<b>EXPIRATION DATE</b> 12/19/2022
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/> ENDORSEMENT		<b>TRANS. EFFECTIVE DATE</b>
<b>INSURED</b> GNFD, Inc. dba Newburyport Sunoco		<b>BOND AMOUNT</b> \$25,000.00
<b>ADDRESS</b> 59 Storey Avenue Newburyport MA 01950		<b>TOTAL PREMIUM</b> \$250.00
		<b>CSP/POLICY TYPE</b>
		<b>TRANS.</b> 2111 <b>POLICY CT</b> 1 <b>UND.</b> 4
		<b>SIC #</b> 55211 <b>BILL CODE</b> 1
<b>OBLIGEE</b> (FULL ADDRESS REQUIRED) Commonwealth of MA, Registry of Motor Vehicles One Copley Place Boston MA 02119		<b>LINE</b> 2273
		<b>STATE OR FOREIGN COUNTRY</b> 20
		<b>TAX TOWN</b> (Required for AL, FL, GA, KY, LA, SC)
		<b>PLAN</b> 01
<b>NATURE OF RISK</b> Dealer Bond		<b>PLAN WITH SURCHARGE</b> (Required for KY)
<b>SERIES X</b>	<b>COMPANY CODE</b> 1	<b>COMMISSION</b> 30%
<b>REG. OFF.</b> 04	<b>AGENT NO.</b> 70135	<b>CLASS CODE</b> 927
<b>AGENT</b> MACDONALD & PANGIONE		<b>FIDELITY FORM</b> (Col. 48)
<b>ADDRESS</b> 104 MAIN ST NORTH ANDOVER MA 01845		<b>SURETY TYPE OF CONTRACT</b> (Col. 50)
		<b>GROSS LIMIT</b> 000 <b>TREATY LIMIT</b>
		<b>ENDORSEMENT</b>
<b>RENEWAL METHOD:</b> <input checked="" type="checkbox"/> COLLECTION OF PREMIUM <input type="checkbox"/> CONTINUATION CERTIFICATE <input type="checkbox"/> NEW BOND		
<b>BOND APPROVED BY:</b>		<b>BOND SIGNED BY:</b> Lauri A. Emmerich (Attorney-in-Fact)
		<b>DATE</b> 10/12/2021
<b>REMARKS:</b>		

Contact #15

978-462-9169

Business

603-760-8441

Elias

## **PUBLIC SAFETY**

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

2022 JAN -5 AM 11:40

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

**NAME OF EVENT:** 28<sup>th</sup> Annual Newburyport Frigid Fiver (5k Rail Trail)

Date: 2/6/22 Time: from 11:00 AM to 1:00 PM

Rain Date: N/A Time: from to

2. Location: 40 Parker St, Newburyport Ma, (Riverwalk Brewery)

3. Description of Property: Riverwalk Brewery Public Private ☒

4. Name of Organizer: Newburyport Rotary Club & Joppa Flats Running Club City Sponsored Event: Yes No ☒

Contact Person Bob Manning Or (Nikki Misenheimer)

Address: 1 Lorum St, NBPT Telephone:

E-Mail: Robert.F.Manning@comcast.net Cell Phone: 978 270 7455 or (978-270-9282)

Day of Event Contact & Phone:

5. Number of Attendees Expected: 200

6. MA Tax Number: 21938749

7. Is the Event Being Advertised? yes Where? Social media

8. What Age Group is the Event Targeted to? 4-75

9. Have You Notified Neighborhood Groups or Abutters? Yes No ☒ Who? Will do prior to event

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

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

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

C. Games /Rides: Adult Rides Kiddie Rides Games Raffle  
Other Total #

Name of Carnival Operator:

Address:

Telephone:

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

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



**If yes:**

- a) How many trash receptacles will you be providing? 3
- b) How many recycling receptacles will you be providing? 3
- c) Will you be contracting for disposal of : **Trash** Yes ☐ No ☒ **Recycling** Yes ☐ No ☒
- i. If yes, size of dumpster(s): **Trash** - **Recycling** -
- ii. Name of disposal company: **Trash** - **Recycling** -
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes T No ☐
- iv. If no, where will the trash & recycling be disposed ? Riverwalk Brewery dumpster

**If no:**

- a) # of trash container(s) to be provided by DPS 0
- b) # of recycling container(s) to be provided by Recycling Office 0
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

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

# 0 Standard # - ADA accessible

Name of company providing the portable toilets: -

# FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE \_\_\_\_\_ ROAD RACE X WALKATHON \_\_\_\_\_

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

Riverwalk Brewery & Joppa Flats Running Club

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

Bob Manning, 1 Lorum St, NBPT, 978 270 7455

Nikki Misenheimer 978-270-9282

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

Bob Manning, 1 Lorum St, NBPT, 978 270 7455

4. Date of Event: 2/6/22 Expected Number of Participants: 200

5. Start Time: 11:00 AM Expected End Time: 2:00 pm

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

Manning to provide

Map Attached ✓

7. Locations of Water Stops (if any): Yes, Cashman Park

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

9. Formation Location & Time for Participants: Rail Trail, Parker St

10. Dismissal Location & Time for Participants: Riverwalk Brewery, Parker St

11. Additional Parade Information:

- Number of Floats: \_\_\_\_\_
- Locations of Viewing Stations: \_\_\_\_\_
- Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_
- Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No \_\_\_\_\_

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 0 Greenleaf St.

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

12-30-21



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

### 13-101 Enforcement

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

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

Signed: \_\_\_\_\_

*Walter F. Murray*

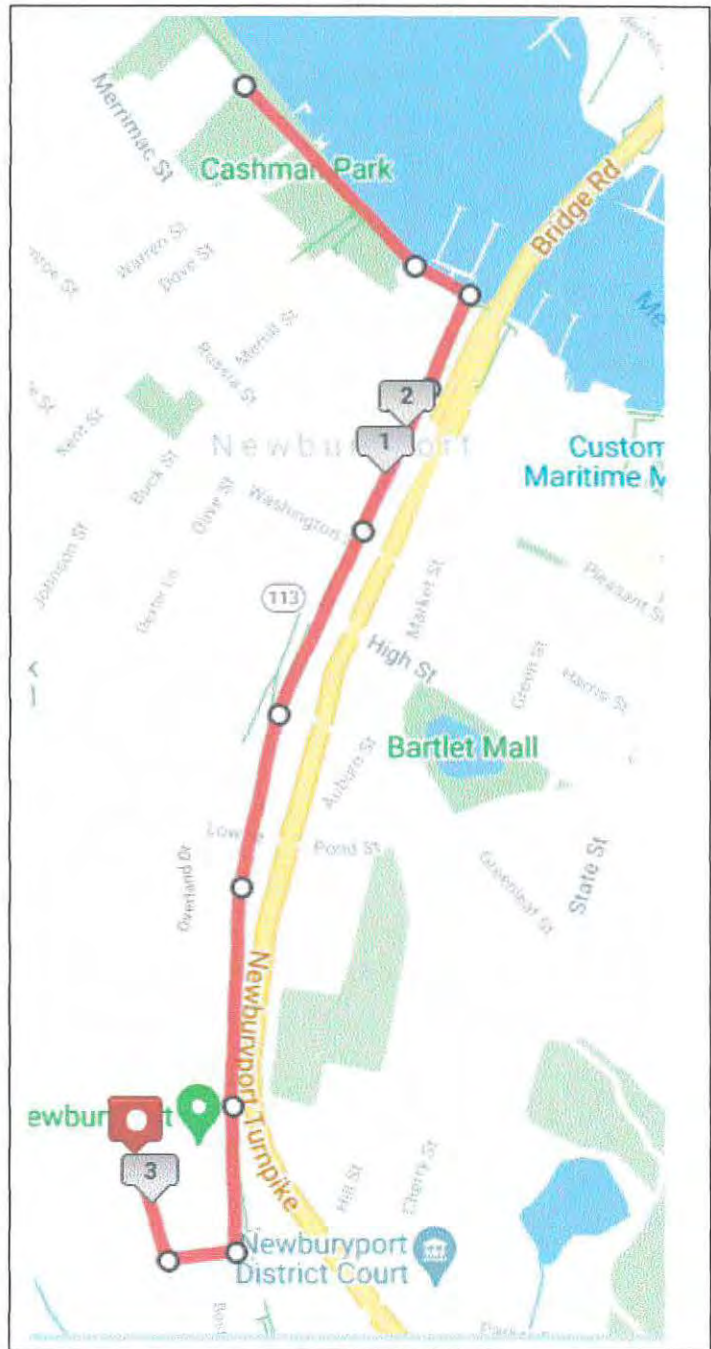
Date: \_\_\_\_\_

*11-3-21*

## Frigid Fiver 5K Course Map

- Course starts in Riverwalk Parking Lot
- Proceed to rail trail via Mark Richey's property
- North on rail trail to the Merrimac River
- Left at the river to Cashman Park
- Turn around point in Cashman Park
- Return to the Riverwalk Brewery returning via the Rail Trail

Note: the only street crossing is Washington St which will be manned with crossing guards





CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON, MAYOR

60 PLEASANT STREET - P.O. BOX 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: January 10, 2022  
Subject: Re-Appointment

A handwritten signature in black ink, appearing to read "Sean R. Reardon", is written over a horizontal dashed line.

I hereby reappoint, subject to your approval, the following named individual as a member of the Board of health. This term will expire on January 10, 2025.

Dr. Robin Blair  
10 Dexter Lane  
Newburyport, MA 01950

BIO

April 7 2020

DR. ROBN BLAIR

Member of the Newburyport Board of Health for the past 20 years

Current Chairperson – Newburyport Board of Health

Con Com 15 years

Retired Optometrist 2017- Present

Anna Jaques Hospital Volunteer 2020

Optometrist 1974-2017

Boards of various philanthropic organizations

## **Committee Items-January 31, 2022**

### **Public Utilities**

In Committee:

Storey Ave.-

National Grid & Verizon to relocate

(1) JO pole 8-84 on Storey Ave



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 DEC -1 PM 2:06

**nationalgrid**

November 29, 2021

City Council of Newburyport, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit, please contact:

John Butler 978-725-1415

Please notify National Grid's Lisa Ayres of the hearing date / time.

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

National Grid: Lisa Ayres, 1101 Turnpike Street; North Andover, MA 01845  
978-725-1418

Very truly yours,

*Dave Johnson/lla*

Dave Johnson  
Supervisor, Distribution Design

Enclosures



Questions contact John Butler 978-725-1415

## PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council  
Of Newburyport, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Storey Ave. - National Grid to relocate (1) JO pole 8-84 on Storey Ave. beginning at a point approximately 173 feet west of the centerline of the intersection of Park Circle and approximately 23 feet in a north direction; per customer request to relocate from private property to public property.

Location approximately as shown on plan attached.

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

**30409295**

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

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

Massachusetts Electric Company d/b/a  
NATIONAL GRID *Dave Johnson/lla*

BY \_\_\_\_\_  
Engineering Department

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

November 29, 2021

Questions contact – John Butler 978-725-1415

**ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS**

To the City Council - Newburyport, Massachusetts

Notice having been given and public hearing held, as provided by law,

IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 29th day of November 2021.

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

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Storey Ave. - Newburyport, Massachusetts.

**30409295** Filed with this order:

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

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

Storey Ave. - National Grid to relocate (1) JO pole 8-84 on Storey Ave. beginning at a point approximately 173 feet west of the centerline of the intersection of Park Circle and approximately 23 feet in a north direction; per customer request to relocate from private property to public property.

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

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

Massachusetts

City/Town Clerk.

20\_\_

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

Attest:  
City/Town Clerk

I hereby certify that on \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ o'clock, M  
At \_\_\_\_\_ a public hearing was held on the petition of  
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND,  
INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded,  
and that we mailed at least seven days before said hearing a written notice of the time and place of  
said hearing to each of the owners of real estate (as determined by the last preceding assessment  
for taxation) along the ways or parts of ways upon which the Company is permitted to erect  
Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....  
.....  
.....  
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:  
City/Town Clerk



# CITY OF NEWBURYPORT

MASSACHUSETTS

CITY CLERK'S OFFICE

NEWBURYPORT CITY HALL

60 PLEASANT STREET • P.O. BOX 550

NEWBURYPORT, MA 01950

TEL: 978-465-4407 • FAX: 978-462-7936

RICHARD B. JONES  
CITY CLERK

December 14, 2021

Dear Property Owner:

Notice is hereby given that a public hearing will be held on the petition of National Grid and Verizon New England Inc., request to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Storey Ave.-

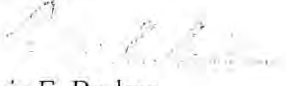
National Grid to relocate (1) JO pole 8-84 on Storey Ave., beginning at a point approximately 173 feet west of the centerline of the intersection of Park Circle and approximately 23 in a north direction, per customer request to relocate from private property to public property.

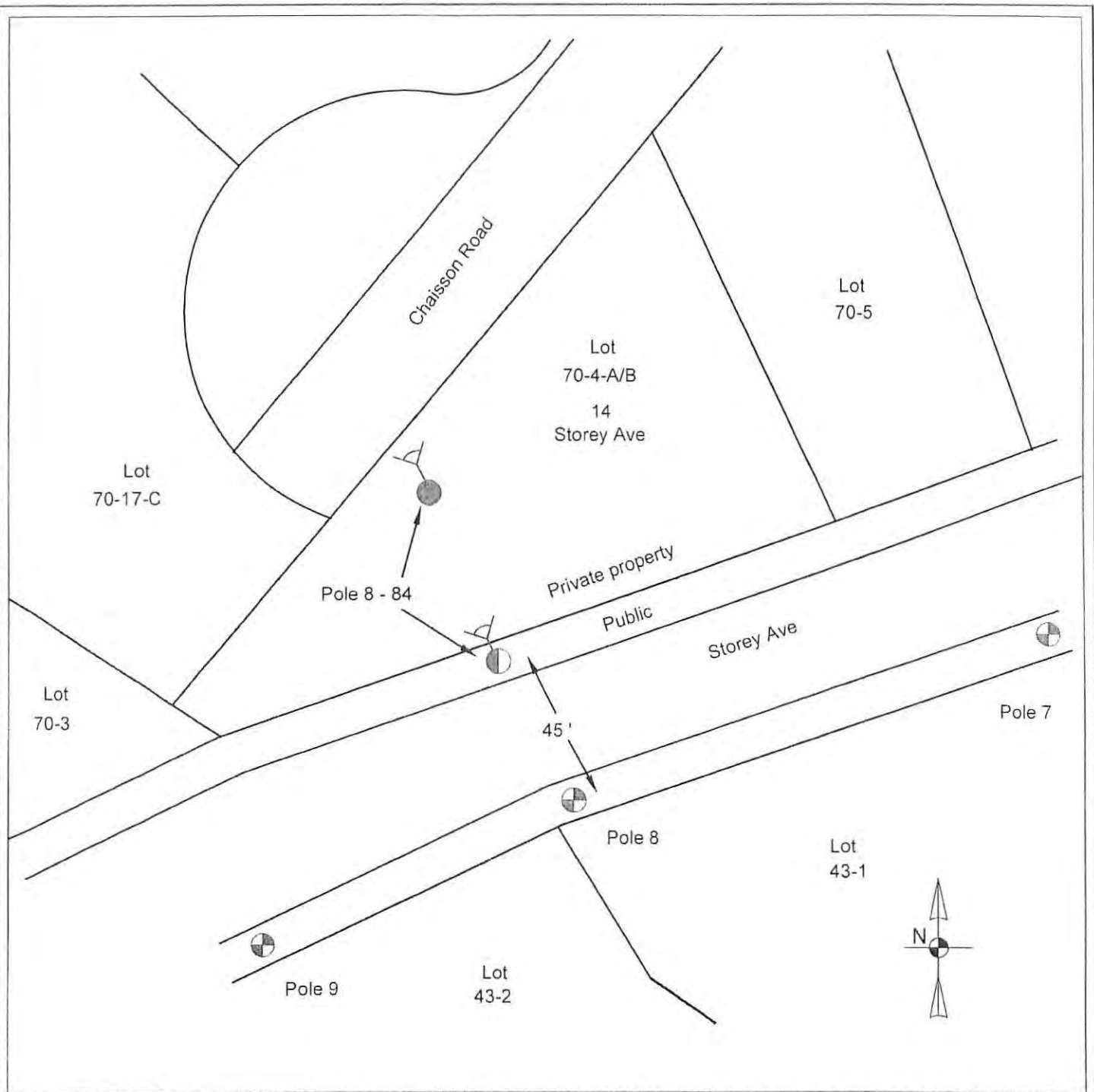
Location approximately as shown on the plan attached.

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


Said hearing will be held on Monday, January 10, 2022 at 7:15 pm, in the City Council Chamber, City Hall, Newburyport, MA. At that time, all interested parties will have an opportunity to be heard.


Sincerely,


  
Tricia E. Barker  
Assistant City Clerk



## JOINT OWNED POLE PETITION

 Proposed J.O. Pole Relocation

 Existing J.O. Pole Locations Private

 Existing J.O. Pole Locations

Request from home owner at 14 Storey Ave to relocate support pole from their property.

DISTANCES ARE APPROXIMATE

**nationalgrid**  
And  
Verizon New England, Inc.

Date: November 23, 2012

Work Request Number: WR 30409295

To Accompany Petition Dated: November 23, 2012

To The: City Of Newburyport, Ma.

For Proposed: Pole relocation Location: Storey Ave



# CITY OF NEWBURYPORT

OFFICE OF THE  
ASSESSOR

JILL BRENNAN  
CITY ASSESSOR

NEWBURYPORT CITY HALL

60 PLEASANT STREET

NEWBURYPORT, MA 01950

TEL: 978-465-4403

FAX: 978-462-8495

[WWW.CITYOFNEWBURYPORT.COM](http://WWW.CITYOFNEWBURYPORT.COM)

December 3, 2021

---

**TO:** Richard Jones, City Clerk

**FROM:** Board of Assessors

**RE:** Storey Avenue – Relocate (1) JO pole 8-84 on Storey Avenue beginning at a point approximately 173 feet west of the centerline of the intersection of Park Circle and approximately 23 feet in a north direction; per customer request to relocate from private property to public property.

---

The attached are the abutters to the above described location:

*Jill Brennan*



43/ 1/ / /  
NEWBURYPORT HOUSING AUTHORITY  
25 TEMPLE ST  
NEWBURYPORT, MA 01950

43/ 2/ / /  
MERCHANTS NATL BANK OF NBPT  
C/O EASTERN BANK ATTN: GENERAL S  
195 MARKET ST  
LYNN, MA 01901

70/ 4/A / /  
KOOPMAN BETH B  
7 CHAISSON RD  
NEWBURYPORT, MA 01950

70/ 4/B / /  
MORSE PATTI-ANN  
14 STOREY AVE  
NEWBURYPORT, MA 01950

70/ 5/ / /  
ALLEN JAY W  
LINDA A EICHEL-ALLEN T/E  
12.5 STOREY AVE  
NEWBURYPORT, MA 01950