

CITY COUNCIL “HYBRID”

MEETING AGENDA

April 25, 2022

City Council Meeting 7:00 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

- ORDR00345_04_25_2022 Intermunicipal Agreement by and between Salisbury North Jetty Dredging Project
- APPT00317_04_25_2022 Lynn Schow 75 High St. ZBA 5/15/2023

5. PUBLIC COMMENT

6. MAYOR'S COMMENT

CONSENT AGENDA

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

7. APPROVAL OF MINUTES

- April 11, 2022 (Approve)

8. COMMUNICATIONS

- APPL00072_04_25_2022 Block Party 8/4/25 (YHC) 6pm-10pm Temple St. b/w Federal & Lime (PS)
- APPL00073_04_25_2022 Olive's Backyard Artisans Market 7/16/22 10am-3pm 341 High St. (PS)
- COMM00408_04_25_2022 Retirement Board COLA Meeting Amended Public Hearing (R&F)

9. TRANSFERS

10. APPOINTMENTS

- APPT00313_04_25_2022 Joe Carper 8 Fruit St. Cultural Council 4/29/2025
- APPT00314_04_25_2022 Daniel A. Simon 11 Jackson St. Water/Sewer Comm. 4/30/2024 (PU)
- APPT00315_04_25_2022 Chris Charos 10 82nd St. Harbor Comm. 5/1/2025 (PD)
- **Re-Appointment:**
- APPT00316_04_25_2022 Stephen Moore 10 N. Atkinson St. Conservation Comm. 5/1/2025 (PD)

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

BUDGET & FINANCE

- ORDR00334_03_28_2022 ARPA Sea Wall Joppa Park 100K
- TRAN00123_04_11_2022 Fire-Foam & Equip \$2000, Fire-New Hose Fit \$3,000, and
Fire-Protective Clothing \$3,100 to Fire-Software \$8,100
- COMM00403_04_11_2022 Annual Audit of City's FY2021 Financial Statements
- ORDR00342_04_11_2022 CPC-FY22-Supplementary Bartlet Mall-Historic Restoration
Walkway Improvements

GENERAL GOVERNMENT

- COMM00404_04_11_2022 KP Law Opinion RE: Property Disposition & Votes

NEIGHBORHOOD & CITY SERVICES

- ODNC102_11_08_2021 Ch. 17 Stormwater Management Revisions

PLANNING & DEVELOPMENT

- COMM00382_01_31_2022 Update from Global re 107 State Street
- APPT00305_03_14_2022 Dan Mello 2 B Fulton St. Waterfront Trust 3/31/2027

PUBLIC SAFETY

- APPL00068_04_11_2022 Flag Day 5K June 11th 4-8 pm
- APPL00069_04_11_2022 Newburyport Pioneer League Tag Day May 7th 9am-1pm
- APPL00070_04_11_2022 Spring Fest Chamber of Commerce May 14th-15th 10am-8pm
- ORDR00339_04_11_2022 Authorizing Agreement between City and Daily News re Lot

END OF CONSENT AGENDA

REGULAR AGENDA

9. PRESENTATION - CAPITAL FACILITIES MASTER PLAN

10. MAYOR'S UPDATE

11. FIRST READING APPOINTMENTS

- APPT00317_04_25_2022 **LATE FILE** Lynn Schow 75 High St. ZBA 5/15/2023

12. COMMUNICATIONS

13. TRANSFERS

14. SECOND READING APPOINTMENTS

- APPT00308_04_11_2022 Marci Neville 16 Morin Rd. Council on Aging 4/29/2027
- APPT00309_04_11_2022 Jeanette Isabella 100 Water St. Emma Andrews Lib. Comm. 4/29/2023
- APPT00310_04_11_2022 Rebecca Regnet 25 Barton St. Trust Fund Comm. 4/15/2025
- APPT00311_04_11_2022 Nicole Whalen 12 Lafayette St. Parks Comm. 4/29/2027
- APPT00312_04_11_2022 George Aranea 19 Essex St. Cultural Council 4/29/2025

15. ORDERS

- ORDR00344_04_25_2022 Harbormaster Truck Appropriation
- ORDR00345_04_25_2022 **LATE FILE** Intermunicipal Agreement by and between Salisbury North Jetty Dredging Project

16. ORDINANCES

- ODNC00109_03_14_2022 **2nd Reading** Amendment to Sidewalks Specifying Sidewalk Materials

17. COMMITTEE ITEMS

Ad Hoc Committee on Economic Development

In Committee:

Ad Hoc Committee on Market Landing Park and COTW

In Committee:

Budget & Finance

In Committee:

- ORDR00334 03 28 2022 ARPA Sea Wall Joppa Park 100K
- TRAN00123 04 11 2022 Fire-Foam & Equip \$2000, Fire-New Hose Fit \$3,000, and Fire-Protective Clothing \$3,100 to Fire-Software \$8,100
- COMM00403 04 11 2022 Annual Audit of City's FY2021 Financial Statements
- ORDR00342 04 11 2022 CPC-FY22-Supplementary Bartlet Mall-Historic Restoration Walkway Improvements
- ORDR00336_03_28_2022 ARPA Amesbury 250K
- TRAN00124_04_11_2022 RRFA Sale of Municipal Buildings \$30K to NYS Center Schematic Design \$30K (COTW)
- ORDR00338_04_11_2022 Capital Improvement Program FY2023-2027 (COTW)

Education

In Committee:

- ORDR00343_04_21_2022 2022 SOI to MSBA

General Government

In Committee:

- COMM00404 04 11 2022 KP Law Opinion RE: Property Disposition & Votes
- ORDR00319_02_14_2022 Kelley School Funds Order
- COMM00402_04_11_2022 12 Cushing Ave Paper St. Inquiry
- COMM00405_04_11_2022 Mayor's Strategic Plan (COTW)
- ORDR00340_04_11_2022 Fair Share Resolution (COTW)

License & Permits

In Committee:

- ODNC047_01_27_2020 General Ordinance - Short Term Rental Units Rules
- COMM00385_01_31_2022 STRU Fire Sprinkler Systems
- COMM00388_01_31_2022 UPDATED STRU Fire Sprinkler Systems

Neighborhoods & City Services

In Committee:

- ODNC102 11 08 2021 Ch. 17 Stormwater Management Revisions
- COMM299_02_08_2021 Phillips Dr. Neighborhood Committee Ltr
- ODNC00103_01_10_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- COMM00406_04_11_2022 Pioneer League Letter re: Pickleball

Planning & Development

In Committee:

- **COMM00382 01 31 2022 Update from Global re 107 State Street**
- **APPT00305 03 14 2022 Dan Mello 2 B Fulton St. Waterfront Trust 3/31/2027**
- ODNC00105_02_14_2022 Zoning Amendment Business Park Uses (COTW)
- ODNC046_01_27_2020 Zoning Amendment Short Term Rental Unit (STRU) (COTW)
- COMM00398_03_28_2022 Memo DHCD MBTA Housing Choice Briefing (COTW)
- ORDR00330_03_28_2022 License Agreement between City and Friends of Plum Island Light
- ORDR00341_04_11_2022 Blue Wave Solar Pilot Negotiation

Public Safety

In Committee:

- **APPL00068 04 11 2022 Flag Day 5K June 11th 4-8 pm**
- **APPL00069 04 11 2022 Newburyport Pioneer League Tag Day May 7th 9am-1pm**
- **APPL00070 04 11 2022 Spring Fest Chamber of Commerce May 14th-15th 10am-8pm**
- **ORDR00339 04 11 2022 Authorizing Agreement between City and Daily News re Lot**
- COMM00396_03_14_2022 Ltr. Stephen Comley
- COMM00390_02_28_2022 Gregory Caplan Ltr-Low St./Bright Horizons access to Fuller Field
- APPL00071_04_25_2022 Nourishing the North Shore Walk for Hunger 5/1/22 10am-12pm

Public Utilities

In Committee:

Rules

In Committee:

- ORDR239_02_8_2021 Council Rule 7 and 10B

18. GOOD OF THE ORDER

- 19. EXECUTIVE SESSION** – Pursuant to G.L.c.30A, s.21 et al Exemption #6 of the Open Meeting Law this discussion will relate to the purchase, exchange, lease of value of real property if the chair declared that an open meeting may have a detrimental effect on the negotiating position of the public body. The locus is Coffin Street.

20. ADJOURNMENT

CONSENT AGENDA

CITY COUNCIL “HYBRID”

MEETING MINUTES

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Or Telephone US: +1 929 205 6099

Webinar ID: 812 9999 0548

1. MOMENT OF SILENCE

Remembering Hans Erwich

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

The City Council President Heather Shand called the meeting to order at 7:00 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present: Preston, Vogel, Wallace, Wright, Zeid, Cameron, Donahue, Khan, Lane, McCauley, and Shand. 11 present.

4. LATE FILE

- ORDR00341_04_11_2022 Blue Wave Solar Pilot Negotiation
- ORDR00342_04_11_2022 CPC-FY22-Supplementary Bartlet Mall-Historic Restoration Walkway Improv.
- COMM00395_03_14_2022 St. & Sidewalk Repair Plan (Neighborhood & City Services/COTW)
- COMM00406_04_11_2022 Pioneer League Letter re: Pickleball

Motion to waive the rules and accept the late files by Councillor Zeid, seconded by Councillor Lane. So voted.

5. PUBLIC COMMENT

Gary Karelis 15, 17, 19-21 Prospect St./La Jolla, CA

Claire Papanastasiou 3 Orange St.

Glenn Richards 6 Kent St.

Nicole Whelan 12 Lafayette St.

Steve Knipmeyer 4 Otis Pl.

Sean Sullivan 9 Prospect St.

Ann Maciejewski 3 Garden St.

Paula Renda 16 Otis St.

Jared Hubbard 49 Boardman St.

Sarah Hall 8 Arthur Welch Dr.

Rick Taintor 10 Dexter St.

Peter Mackin 13 Prospect St.

Jarred Mercer 125 Low St.

Peter McNamee 9 Otis Pl.

Mark Griffin 3 Orange St.

Anne Clausen 3 Otis Pl.

Adam Costa Institution for Savings

Nicholas Metcalf 27 Fair St.

Richard Mallozzi 16 Prospect St.

6. MAYOR'S COMMENT

CONSENT AGENDA

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7. APPROVAL OF MINUTES

- March 28, 2022 (Approve)

8. COMMUNICATIONS

- COMM00402_04_11_2022 12 Cushing Ave Paper St. Inquiry (GG)
- APPL00068_04_11_2022 Flag Day 5K June 11th 4-8 pm (PS)
- APPL00069_04_11_2022 Newburyport Pioneer League Tag Day May 7th 9am-1pm (PS)
- COMM00403_04_11_2022 Annual Audit of City's FY2021 Financial Statements (B&F)
- APPL00070_04_11_2022 Spring Fest Chamber of Commerce May 14th-15th 10am-8pm (PS)
- COMM00404_04_11_2022 KP Law Opinion RE: Property Disposition & Votes (GG)
- COMM00405_04_11_2022 Mayor's Strategic Plan (GG&COTW)

9. TRANSFERS

- TRAN00123_04_11_2022 Fire-Foam & Equip \$2000, Fire-New Hose Fit \$3,000, and Fire-Protective Clothing \$3,100 to Fire-Software \$8,100 (B&F)
- TRAN00124_04_11_2022 RRFA Sale of Municipal Buildings \$30K to NYS Center Schematic Design \$30K (B&F)

10. APPOINTMENTS

- APPT00308_04_11_2022 Marci Neville 16 Morin Rd. Council on Aging 4/29/2027
- APPT00309_04_11_2022 Jeanette Isabella 100 Water St. Emma Andrews Lib. Comm. 4/29/2023
- APPT00310_04_11_2022 Rebecca Regnet 25 Barton St. Trust Fund Comm. 4/15/2025
- APPT00311_04_11_2022 Nicole Whalen 12 Lafayette St. Parks Comm. 4/29/2027
- APPT00312_04_11_2022 George Aranea 19 Essex St. Cultural Council 4/29/2025

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

Ad Hoc Committee on Market Landing Park and COTW

- ORDR00326_03_14_2022 To Approve Sasaki Design Progress

BUDGET & FINANCE

- ORDR00333_03_28_2022 CPC FY22 Supplementary Nock Tennis Restoration
- ORDR00335_03_28_2022 ARPA 2.4M Streets Sidewalks

GENERAL GOVERNMENT

- ORDR00324_03_14_2022 Ad Hoc on Adaptive Reuse of Brown School
- COMM00401_03_28_2022 Ltrs. IFS Settlement
- ORDR00332_03_28_2022 Authorizing the Settlement - IFS and Planning Board Appeal (COTW)
- ORDR00337_03_28_2022 Settlement High Street Paving 150K (COTW)

NEIGHBORHOOD & CITY SERVICES

- ODNC00109_03_14_2022 Amendment to Sidewalks Specifying Sidewalk Materials
- COMM00395_03_14_2022 St. & Sidewalk Repair Plan (COTW)

PLANNING & DEVELOPMENT

- COMM00382_01_31_2022 Update from Global re 107 State Street
- ODNC00105_02_14_2022 Zoning Amendment Business Park Uses
- APPT00305_03_14_2022 Dan Mello 2B Fulton St. Waterfront Trust 3/31/2027

PUBLIC SAFETY

- APPL00067_03_28_2022 Newburyport Lions Club Road Race 8/2/2022
- ORDR00331_03_28_2022 Loading Zone Green Street

END OF CONSENT AGENDA

At the request of Councillor Vogel TRAN00124_04_11_2022 was removed from the Consent Agenda.

Motion to approve the Consent Agenda as amended by Councillor Khan, seconded by Councillor Cameron. So voted.

REGULAR AGENDA

Motion to move ORDR00332_03_28_2022 to the beginning of the agenda by Councillor McCauley, seconded by Councillor Preston. So voted.

- **ORDR00332 03 28 2022 Authorizing the Settlement - IFS and Planning Board Appeal (COTW)**

Motion to amend by Councillor Shand, seconded by Councillor Preston. So voted, 1 no (BL). Motion to approve as amended by Councillor Shand, seconded by Councillor Preston. Roll call vote. 7 yes, 4 no (BV, JD, AK, BL). Motion passes.

9. MAYOR'S UPDATE

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

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

- COMM00406_04_11_2022 **LATE FILE** Pioneer League Letter re: Pickleball

Motion to refer to Neighborhood & City Services by Councillor Zeid, seconded by Councillor Lane. So voted.

12. TRANSFERS

- TRAN00124_04_11_2022 RRFA Sale of Municipal Buildings \$30K to
NYS Center Schematic Design \$30K

Motion to refer to Budget & Finance and COTW by Councillor Vogel, seconded by Councillor Cameron. So voted.

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR00338_04_11_2022 Capital Improvement Program FY2023-2027

Motion to refer to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor Cameron. So voted.

- ORDR00339_04_11_2022 Authorizing Agreement between City and Daily News re Lot

Motion to refer to Public Safety by Councillor McCauley, seconded by Councillor Cameron. So Voted.

- ORDR00340_04_11_2022 Fair Share Resolution

Motion to refer to General Government and COTW by Councillor Cameron, seconded by Councillor Vogel. Roll call vote. 7 yes, 4 no (MW, SZ, BL, JM). Motion passes.

- ORDR00341_04_11_2022 **LATE FILE** - Blue Wave Solar Pilot Negotiation

Motion to refer to Planning & Development by Councillor Zeid, seconded by Councillor Cameron. So voted.

- **ORDR00342_04_11_2022 LATE FILE CPC-FY22-Supplementary Bartlet Mall-Historic Restoration Walkway Improvements**

Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor Lane. So voted.

15. ORDINANCES

- **ODNC00106_02_14_2022 2nd Reading CH2 COA Ordinance Amendment**
Motion to approve on second reading by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.

16. COMMITTEE ITEMS

Ad Hoc Committee on Economic Development

In Committee:

Ad Hoc Committee on Market Landing Park and COTW

In Committee:

- **ORDR00326 03 14 2022 To Approve Sasaki Design Progress**

Motion to approve by Councillor McCauley, seconded by Councillor Cameron. So voted. 4 no (MW, SZ, JD, BL).

Budget & Finance

In Committee:

- **ORDR00333 03 28 2022 CPC FY22 Supplementary Nock Tennis Restoration**

Motion to approve as amended in committee by Councillor Zeid, seconded by Councillor Cameron. So voted. 1 no (BL).

- **ORDR00335 03 28 2022 ARPA 2.4M Streets Sidewalks**

Motion to approve by Councillor Zeid, seconded by Councillor Khan.

Motion to amend to include the language:

The City's SLFRF allocation, as well as, the submission to and receipt by the City Council of both the updated 5 year rolling street and sidewalk plan and the prior year's accounting.

by Councilor McCauley, seconded by Councillor Zeid. So voted. 1 no (BV). Motion to approve amended by Councillor Zeid, seconded by Councillor Khan. So voted.

- **ORDR00334_03_28_2022 ARPA Sea Wall Joppa Park 100K**
- **ORDR00336_03_28_2022 ARPA Amesbury 250K**

Education

In Committee:

General Government

In Committee:

- **ORDR00324 03 14 2022 Ad Hoc on Adaptive Reuse of Brown School**

Motion to approve by Councillor Shand, seconded by Councillor Cameron. Motion to amend to strike NYS from #2 and #3 by Councillor Zeid, seconded by Councillor Vogel. So voted. 2 no (HS, CP). Motion amend to strike all parenthesized examples in #2 and #3 by Councillor Khan, seconded by Councillor Preston. Roll call vote 7 yes, 4 no (BV, SZ, EC, JD). Motion passes. Motion to amend to add the language and/or sale to the end of #4 after "reuse (s)" by Councillor Lane, seconded by Councillor Wallace. So voted. Motion to amend to strike #4a "Preservation of the Main Building and Playground Area", 4b "appropriate unit/parking count, target population" and "%/level of affordability/affordability mix" by Councillor Zied, seconded by Councillor Donahue. Councillor Donahue withdrew second. Seconded by Councillor Lane. Roll call vote. 5 yes (CW, MW, SZ, AK, JM) 5 no (CP, BV, EC, JD, HS) 1 present (BL). Motion fails. Motion to approve as amended by Councillor Shand, seconded by Councillor Cameron. So voted. 2 no (SZ, BL).

- **COMM00401 03 28 2022 Ltrs. IFS Settlement**

Motion to receive and file by Councillor Shand, seconded by Councillor Cameron. So voted.

- **ORDR00337 03 28 2022 Settlement High Street Paving 150K (COTW)**

Motion to approve with the amended language "Said funds shall be placed into a receipts reserved for appropriation and be subject to future appropriation by the Mayor and subject to approval by the City Council" by Councillor Shand, seconded by Councillor Zeid. So voted.

- **ORDR00319_02_14_2022 Kelley School Funds Order**

License & Permits

In Committee:

- **ODNC047_01_27_2020** General Ordinance - Short Term Rental Units Rules
- **COMM00385_01_31_2022** STRU Fire Sprinkler Systems
- **COMM00388_01_31_2022** UPDATED STRU Fire Sprinkler Systems

Neighborhoods & City Services

In Committee:

- **ODNC00109 03 14 2022 Amendment to Sidewalks Specifying Sidewalk Materials**

Motion to approve on first reading by Councillor Wallace, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 no (CP, AK). Motion passes.

- **COMM00395 03 14 2022 St. & Sidewalk Repair Plan (COTW)**

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

- **COMM299_02_08_2021** Phillips Dr. Neighborhood Committee Ltr
- **ODNC102_11_08_2021** Ch. 17 Stormwater Management Revisions
- **ODNC00103_01_10_2022** Streets, Sidewalks, and Other Public Places Alterations & Maintenance

Planning & Development

In Committee:

- **COMM00382 01 31 2022 Update from Global re 107 State Street**

Motion to collectively refer COMM00382 and APPT00305 back to committee by Councillor Cameron, seconded by Councillor Vogel. So voted.

- **ODNC00105 02 14 2022 Zoning Amendment Business Park Uses**

Motion to refer to Planning & Development and COTW by Councillor Cameron, seconded by Councillor Vogel. Councillor Lane recused. So voted. 1 no (JM), 1 recused (BL).

- **APPT00305 03 14 2022 Dan Mello 2 B Fulton St. Waterfront Trust 3/31/2027**

Motion to collectively refer COMM00382 and APPT00305 back to committee by Councillor Cameron, seconded by Councillor Vogel. So voted.

- **ODNC046_01_27_2020** Zoning Amendment Short Term Rental Unit (STRU) (COTW)
- **COMM00398_03_28_2022** Memo DHCD MBTA Housing Choice Briefing (COTW)
- **ORDR00330_03_28_2022** License Agreement between City and Friends of Plum Island Light

Motion to waive Rule 2B to extend the meeting past 10:30 pm. So voted. 1 no (BL)

Public Safety

In Committee:

- **APPL00067 03 28 2022 Newburyport Lions Club Road Race 8/2/2022**

Motion to approve by Councillor McCauley, seconded by Councillor Cameron. So voted.

- **ORDR00331 03 28 2022 Loading Zone Green Street**

Motion to approve by Councillor McCauley, seconded by Councillor Lane. So voted.

- **COMM00396_03_14_2022** Ltr. Stephen Comley
- **COMM00390_02_28_2022** Gregory Caplan Ltr-Low St./Bright Horizons access to Fuller Field

Public Utilities

In Committee:

Rules

In Committee:

- ORDR239_02_8_2021 Council Rule 7 and 10B

17. GOOD OF THE ORDER

Councillor Lane expressed his dissatisfaction with the meeting.

Councillor Cameron spoke of the upcoming Special City Council Meeting.

18. ADJOURNMENT

Motion to adjourn at 10:36 pm by Councillor Lane, seconded by Councillor McCauley. So voted.

COMMUNICATIONS



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2022 APR 20 AM 10:31

CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT, MA 01950

BLOCK PARTY APPLICATION

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

DATE OF REQUEST:

April 19, 2022

CONTACT INFORMATION

FIRST AND LAST NAMES:

Gilee Woodworth (Susan Crawford) 52 Temple

MAILING ADDRESS:

52 Temple St

PHONE NUMBER:

978 462-2010

E-MAIL ADDRESS:

pcbahati@yahoo.com

BLOCK PARTY INFORMATION

BLOCK PARTY DATE:

August 4, Thursday (YH Bedrace)

DESIRED STREET CLOSING LOCATION:

Temple - one way between

Please indicate cross streets when requesting the closing of street sections

STREET TO BE BARRICADED:

Temple

Federal + Lime

DESIRED STREET CLOSING TIME:

6 pm to 10 pm -

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

We supply cones and sawhorses
about 15 children play in street safely!

REGULATIONS

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

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

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

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

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

Applicant signature: _____

Date: _____

4/20/2022

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE

CITY MARSHALL

4 Green Street

FIRE CHIEF

0 Greenleaf Street

DEPUTY DIRECTOR

16A Perry Way

CITY CLERK

60 Pleasant Street

[Signatures]
4/20/19
Dep Dir 4/19/22
[Signature]

City use only:

Approved _____

Denied _____

Date _____

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT:

~~Olive's Backyard Artisan's Market~~
~~Backyard Pop-Up at Olives~~Date: 7/16/22 Time: from 10:00 to 3:00Rain Date: 7/17/22 Time: from 10:00 to 3:002. Location*: Olive's Coffee & Bakehouse 341 High Street

*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Commercial Property with yard in back Public ☐ Private ☒4. Name of Organizer: Debra Ball City Sponsored Event: Yes ☐ No ☒

Contact Person

Address: 341 High Street Telephone: 978-697-9138E-Mail: olivescoffee2@gmail.com Cell Phone: Day of Event Contact & Phone: same as above5. Number of Attendees Expected: 100 people6. MA Tax Number: 84-49396997. Is the Event Being Advertised? yes Where? social media8. What Age Group is the Event Targeted to? all ages9. Have You Notified Neighborhood Groups or Abutters? Yes ☐ No ☐ Who? I plan to tell neighbors

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

A. Vending: Food ☐ Beverages ☐ Alcohol ☐ Goods ☒ Total # of Vendors 15B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☐ DJ ☐ Radio/CD ☐
Performers ☐ Dancing ☐ Amplified Sound ☐ Stage ☐C. Games /Rides: Adult Rides ☐ Kiddie Rides ☐ Games ☐ Raffle ☐
Other ☐ Total # ☐Name of Carnival Operator: ☐Address: ☐Telephone: ☐

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

Will you be conducting the clean-up for this event? Yes ☒ No ☐We have our own staff & dumpster

- 2
- a) How many trash receptacles will you be providing? _____
- b) How many recycling receptacles will you be providing? _____
- c) Will you be contracting for disposal of: **Trash** Yes _____ No _____ **Recycling** Yes _____ No _____
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
- ii. Name of disposal company: **Trash** _____ **Recycling** _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes _____ No _____
- iv. If no, where will the trash & recycling be disposed? _____

If no:

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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

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

4. Date of Event: _____ Expected Number of Participants: _____

5. Start Time: _____ Expected End Time: _____

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

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

8. Will Detours for Motor Vehicles Be Required? _____ If so, where? _____

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

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

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

CITY MARSHAL

4 Green St.

FIRE CHIEF

0 Greenleaf St.

DEPUTY DIRECTOR

16A Perry Way

CITY CLERK

60 Pleasant St.

Updated March 14, 2019

* COPY insurance

DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval
Required

Date: _____ Signature: _____

1. Special Events: _____
2. Police: _____
Is Police Detail Required: _____ # of Details Assigned: _____
3. Traffic, Parking & Transportation: _____
4. ISD/Health: _____
5. Recycling: _____
6. ISD/Building: _____
7. Electrical: _____
8. Fire: _____
Is Fire Detail Required: _____ # of Details Assigned: _____
9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*
Yes: \$ _____ due on _____ No Fee for Special Events applies
Other requirements/instructions per DPS _____
10. Parks 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



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 25, 2022

OLIVES COFFEE & BAKEHOUSE
341 HIGH ST
NEWBURYPORT MA 01950

Policy Information:

Policy Number:	76 WEG AJ9CFP
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Contact Us

Visit <https://business.thehartford.com>

24/7 access to pay bills, view policy documents,
get your certificate of insurance and more.

Need Help? Start a live chat online or call us at
(877) 287-1312. We're here weekdays from 8:00
AM to 8:00 PM ET



INSURANCE ENDORSEMENT ATTACHED

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes, Please contact us.

Thank you for allowing us to service your business needs.

Sincerely,

Your Hartford Service Team



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: Hartford Accident and Indemnity Company

NCCI Company Number: 10448

Policy Effective Date: 12/26/21

Policy Number: 76 WEG AJ9CFP

Effective Date: 12/26/21

Named Insured and Address:

Endorsement Number: 1

Effective hour is the same as stated on the Information Page of the policy.

OLIVES COFFEE & BAKEHOUSE

341 HIGH ST

NEWBURYPORT MA 01950

Audit Period: ANNUAL

Policy Expiration Date: 12/26/22

FEIN Number: 84-4939699

Producer Name: PAYCHEX INSURANCE AGENCY INC

Producer Code: 76210760

It is agreed that the policy is amended as follows:

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford.

In consideration of a return premium of (\$1,041), it is agreed that:

Policy is amended to reflect an adjustment in premium basis due to a recent audit completed for this Insured.

Policy is amended to change the payroll associated to 9079 for MA, Schedule Number 01-20-01 from 314,300.00 to 191,894.00

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

WC990006A(.2)

WC990006A(.1P)

Countersigned by

Suean L. Castaneda

Authorized Representative

CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 76 WEG AJ9CFP

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

CLASS CODE NUMBER AND DESCRIPTION	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER 100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUMS
MA - Location 1			
9079	191,894.00	0.920000	1,765
RESTAURANT NOC			
9079	314,300.00	0.920000	-2,892
RESTAURANT NOC			
Total State Summary			
Total Class Premium			-1,127
Rate Deviation Premium Credit	0.00	0.150000	169
Terrorism Risk Insurance Program Reauthorization Act	-122,406.00	0.030000	-36
Disclosure Endorsement			
MA DIA Private/Public Assessment (CBAI 62) Surcharge	0.00	4.180000	-47
Massachusetts Total Cost			-1,041

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

(10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

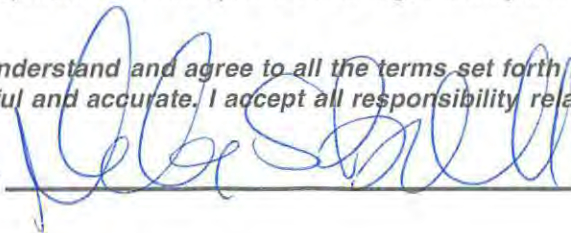
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

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

Signed:



Date:

3/28/22

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

*Newburyport Retirement Board
16 Unicorn Street
Newburyport, MA 01950*

NOTICE OF PUBLIC HEARING - Amended

A hearing on the Annual Cost-of-Living Adjustment (COLA) will be held before the regularly scheduled meeting of the Board of the Newburyport Retirement System to be held on:

Date: Thursday, May 27, 2021
Time: 9:00 a.m. COLA Hearing
Place*: To Be Conducted Remotely Via ZOOM

*Pursuant to the “Order Suspending Certain Provisions of the Open Meeting Law”, issued by Governor Baker on March 12, 2020, this meeting of the Newburyport Retirement Board will be conducted remotely. For this meeting, individuals interested in listening and participating in this ZOOM meeting – the Meeting ID is 725 756 3329.

Pursuant to Massachusetts General Law, Chapter 32, Section 103(i), the Retirement Board Members may elect to increase the Annual Cost-of-Living Adjustment (COLA) of up to three percent (3%) for eligible retirees of the Newburyport Retirement System, to be effective as of July 1, 2021, in a public hearing, properly posted, and upon notification to the legislative body at least thirty (30) days before the election. If approved, this increase will be applicable only to eligible retirees (and survivors) who retired on or before June 30, 2020.

The meeting is available for listening and/or participation in by the public remotely via ZOOM Meeting ID referenced above, and the Board also invites comments on the proposed Annual COLA increase, which may be submitted in advance of the hearing to the address below or via email to LaurieBurton@NewburyportRetirement.org.

Newburyport Retirement Board
Laurie J. Elliott
Executive Director
16 Unicorn Street
Newburyport, MA 01950
Telephone: 978-465-6619

*Newburyport Retirement Board
16 Unicorn Street
Newburyport, MA 01950*

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2022 MAR 24 PM 2:27

NOTICE OF PUBLIC HEARING

A hearing on the Annual Cost-of-Living Adjustment (COLA) will be held before the regularly scheduled meeting of the Board of the Newburyport Retirement System to be held on:

Date: Thursday, April 28, 2022
Time: 10:00 a.m. COLA Hearing
Place: Newburyport Retirement Office & Via ZOOM
Zoom Meeting ID: 725 756 3329
Zoom Passcode: 478813

Pursuant to Massachusetts General Law, Chapter 32, Section 103(i), the Retirement Board Members may elect to increase the Annual Cost-of-Living Adjustment (COLA) of up to three percent (3%) for eligible retirees of the Newburyport Retirement System, to be effective as of July 1, 2022, in a public hearing, properly posted, and upon notification to the legislative body at least thirty (30) days before the election. If approved, this increase will be applicable only to eligible retirees (and survivors) who retired on or before June 30, 2021.

The meeting is available for listening and/or participation in by the public remotely via ZOOM Meeting ID referenced above, and the Board also invites comments on the proposed Annual COLA increase, which may be submitted in advance of the hearing to the address below or via email to LaurieBurton@NewburyportRetirement.org.

Newburyport Retirement Board
Laurie Burton
Executive Director
16 Unicorn Street
Newburyport, MA 01950
Telephone: 978-465-6619

MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director

RE: Clarification of Previous COLA Notice Memo

DATE: January 12, 2022

This memo is intended to clarify PERAC Memorandum No. 4 of 2022, which was published to retirement boards on January 10, 2022.

Due to the Social Security Administration's ("SSA") recent Cost of Living Adjustment, COLAs undertaken pursuant to G.L. c. 32, § 103(c) do not require that the legislative body be notified. PERAC encourages boards to make such notifications, considers such notifications to be good public policy, but it is not *required*.

Notification is only required if a COLA is adopted which is above the CPI. However, because of the particular circumstances of this year, there can be no COLA above the CPI so G.L. c. 32, § 103(i) will not be utilized.

If you have any questions about this, please contact PERAC General Counsel Judith Corrigan at (617) 591-8904 or at jacorrigan@per.state.ma.us.



TRANSFERS

APPOINTMENTS
FIRST READING



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2022 APR 19 AM 8:23

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: April 22, 2022
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on April 29, 2025.

Joe Carper
8 Fruit Street
Newburyport, MA 01950

Dear Ms. Jackson:

I am writing to express my interest in serving as a volunteer on the Newburyport Cultural Commission. My wife and I have lived at 8 Fruit St. since the spring of 2013, and I currently serve on the Fruit Street Historic Commission.

When we investigated possible locations to live in our retirement, we were drawn to Newburyport for its vibrant year-round cultural and arts scene. We have become enthusiastic "consumers" of the products of cultural Newburyport, attending performances at the Firehouse, the Newburyport Chamber Music Festival, Maudslay summer programming, the Literary Festival, viewing exhibitions at Newburyport Art Association, etc.

Shortly after our arrival, I became involved in the Belleville Roots Music Series and have served on its board since 2014. On behalf of Belleville Roots, I have pursued and received several rounds of funding from the NCC; I know firsthand how important these funds are to community arts organizations, especially smaller ones, trying to meet expenses and to expand audiences. I have also volunteered for several Americana Rhythm and Roots festivals on the waterfront, organized by the Friends of Newburyport Parks.

I am especially interested in programming that encourages young people to participate in the arts and that can encourage traditionally underserved audiences to attend in greater numbers.

I have attached a brief biographical statement, which summarizes my management experience in cultural and environmental not-for-profit organizations. I believe my work experience, lifelong interest in the arts as a participant and audience member, and commitment to community service would prove beneficial to the Cultural Commission.

Thank you for your consideration.

Joe Carper
8 Fruit St.
781-223-8253

Bio Statement - Joe Carper

Since moving to Newburyport in 2013 following his retirement, Joe has volunteered for several local organizations, including:

- Fruit Street Historic District (committee member)
- Pennies for Poverty (board member)
- Belleville Roots Music Series (board member)
- Newburyport Parks Department Hiking Club (trip organizer and hikes leader)
- Americana Rhythm and Roots Festival (social media and event management)
- Nourishing the North Shore (school food recovery and summer VegOut food pantry distribution)
- First Parish Newbury food pantry (food delivery to clients)

Prior to retirement, Joe enjoyed a successful career overseeing the operations of several not-for-profit organizations, in the environmental, educational and recreational, cultural, and mental health fields. These include Earthwatch Institute (vp of operations and finance); the Smithsonian Institution (director of membership and public programming, director of business development, director of retail operations); Parks and History Association (executive director); International Spy Museum (chief administrative officer); and the Appalachian Mountain Club (director of operations).

Joe graduated from Harvard College, earned an MBA in public and non-profit management from Boston University, and holds Masters degrees in mental health counseling from Boston University and Lesley University.

Joe is married to Susan McKittrick, and they have 2 grown children. In addition to his volunteer work, Joe enjoys playing music (guitar, uke, banjo), canoeing, cycling, and hiking locally and abroad. For the past 35 years, he has organized and guided hiking trips throughout the British Isles; in the Swiss, Italian, Austrian and French Alps; in Spain; and in Canada and New Zealand.



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2022 APR 19 AM 8:23

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: April 25, 2022
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Water/Sewer Commission. This term will expire April 30, 2024.

Daniel A. Simon
11 Jackson Street
Newburyport, MA 01950

Daniel A. Simon
11 Jackson Street
Newburyport, MA 01950

March 14, 2022

Christine Jackson
Executive Assistant to the Mayor
Mayor's Office
City Hall
60 Pleasant Street
Newburyport, MA 01950

Dear Christine,

I am interested in the city commissions and seeking to be a volunteer for the Water/Sewer Commission and the Newburyport Trees Commission. Here is my resume with details of my expertise and experiences.

I am most interested to serve on the Water/Sewer Commission. I think I can use my skills best for this commission. If I am not chosen for the Water/Sewer Commission, I want to volunteer for the Newburyport Trees Commission.

I am a 33-year resident of Newburyport and recently retired from professional life. I want to give back to the community and use my expertise for community benefit. I am very interested and excited for the opportunity to serve on the commissions.

Please submit my resume to the mayor and appropriate commissions leaders. I look forward to hearing whether I am selected to serve on the commissions.

Sincerely,

Daniel A. Simon

DANIEL A. SIMON

11 Jackson Street
Newburyport, MA 01950

978-494-3651
dasimon978@gmail.com

EXPERTISE

40-year career in industry, commercial, and governmental leadership. Consulting services and customer services expertise with successful history in business operations, budgets, policies and procedures.

- Water and wastewater operator, previous certifications
- Management level experience for large city municipal water treatment facility
- Operations and policy development manager for industrial wastewater and pollution controls
- Environmental compliance director for industrial companies
- Industry consulting services and customer services expertise for communication, customer satisfaction, and business success
- Teams management for consulting service and customer service product development, marketing and sales

PROFESSIONAL EXPERIENCE

Applied Materials / Varian Semiconductor **Global Services Director**

Gloucester, MA
Jan 2007 – March 2021

Led global teams for semiconductor equipment customer services and consulting services business growth

- Developed customer services and consulting services business Annual Operations Plan tied to company growth strategy and budgets
- Implemented policies and plans to meet \$350 million per year revenue and profit goals
- Drove all customer deals and final pricing in customer negotiations
- Developed and managed internal business systems, data systems, pricing programs, and deal making analytics

Axcelis Technologies, Inc. **Global Services Senior Product Manager**

Beverly, MA
May 2004 – December 2006

Managed team for services marketing strategy, product positioning, pricing, and communications development. Directed business operations for service delivery to meet services product objectives.

EMC Corporation (now Dell Technologies) **Global Services – Marketing Manager**

Hopkinton, MA
May 1999 – October 2003

Led Information Technology consulting services product marketing programs.

The BTI Consulting Group **Senior Manager Consultant Services**

Boston, MA
October 1998 – May 1999

Led environmental consulting services market analysis and delivered presentations at large customer industry events.

DANIEL A. SIMON

978 -494-3651

Digital Equipment Corporation

Environmental Compliance Manager / Chemical Processes Manager

Maynard, MA

Sept 1987 – Sept 1998

Led programs for wastewater and air emissions controls and ultrapure water treatment. Environmental compliance manager for worldwide operations.

- Led teams for pollution control operations, policies and procedures
- Led advanced analytical laboratory operations to assure compliance
- Provided environmental expertise to worldwide manufacturing operations and audited compliance to regulations

GCI, Inc. and Circuits, DMA

Chemical Process Engineering Manager

Ft. Wayne, IN and Livonia, MI

June 1982 – August 1987

Chemical process engineering manager for printed circuit boards manufacturing.

- Responsible for all chemical operations and analytical laboratory to assure quality manufacture of circuit boards products
- Responsible for all wastewater and air emissions controls operations and regulatory compliance

City of Fort Wayne Water Treatment Utilities

Analytical Chemist

Ft. Wayne, IN

June 1981 – July 1982

Analytical laboratory and water treatment chemical controls manager to assure clean drinking water to city of 300,000.

- Developed and performed lab procedures for chemical and bacteriological analysis to assure compliance to clean drinking water standards.
- Member of management team for operations controls and on management track to become utility director.

ACADEMICS

Boston University Graduate School of Management

Master of Business Administration - Honors Graduate in Marketing

Boston, MA

May, 1995

Indiana University School of Arts and Sciences

Bachelor of Chemistry and Environmental Science

Bloomington, IN

May, 1981

PERSONAL

- Newburyport resident for 33 years with two children successfully graduating from the Newburyport School System
- Great desire to give back to the community
- Cub scout leader 1990s
- Newburyport Youth Services ski club chaperon for 7 years
- Participating in all the great recreational activities available in Newburyport area



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: April 25, 2022
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as an alternate member of the Harbor Commission. This term will expire on May 1, 2025.

Chris Charos
10 82nd Street
Newburyport, MA 01950

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2022 APR 19 AM 8:23
[Signature]

To Whom It May Concern ~

The well-being of Newburyport Harbor and its waterways is very important to me as the owner and operator of a third-generation business on Plum Island and in Newburyport.

As a resident of Plum Island for 30+ years running daily trips out of Newburyport Harbor, I have a vast knowledge of the harbor and waterways. Spending summers on Plum Island as a child and then becoming a key member of my family's business, I have an advantage of thoroughly understanding the river and its conditions, as well as the history of how the harbor and waterfront have developed over the years.

Attached please find my resume for your review. If you have any questions about my qualifications or need further information, please contact me at (978) 361-6300.

Thank you.

Sincerely,
Chris Charos

CHRIS CHAROS

10 82nd Street, Plum Island, Newburyport, MA 01950 (978) 361-6300
Captaincfp@aol.com

Third-generation owner and operator of successful, profitable fishing, dinner cruise, and whale watch businesses with 26 years' experience operating a fully owned fleet of technologically advanced passenger vessels.

EXPERIENCE

2013 - PRESENT

OWNER/OPERATOR, NEWBURYPORT WHALE WATCH

- Own and operate flourishing whale watch business carrying more than 16,000 passengers on approximately 150 trips per season.
- Increased passenger count from time of purchase in 2013 through present more than 200%.
- Maintain fleet of the newest and most advanced vessels in the surrounding area to ensure safety of equipment, comfort of passengers, and integrity of family pride.
- Manage six full-time staff during demanding summer season, all of whom are trained in first aid and CPR.
- Active member of Whale Sense.

1990 - PRESENT

OWNER/OPERATOR, CAPTAIN'S FISHING PARTIES

- Operate 50-year-old family fishing business as third-generation owner.
- Schedule and coordinate 500+ trips on four boats during summer season.
- Recruit, hire, and manage six full-time and multiple part-time seasonal employees.
- Organize and oversee all vessel maintenance, annual inspections, fire inspections, and applications for, and proper record keeping of, all required permits.
- Participated in the design and development of three newly built custom boats in 1985, 1991, and 2005.

EDUCATION

ARCHITECTURAL & STRUCTURAL ENGINEERING, FRANKLIN SCHOOL OF TECHNOLOGY

CERTIFICATIONS & LICENSES

- Merchant Marine Captain's License - 100-ton master's license
- Towing endorsement
- Welding certification
- Open water diving certification
- Heavy equipment hoisting license



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: April 25, 2022

Subject: Re-Appointment

I hereby re-appoint, subject to your approval, the following named individual as a member of the Conservation Commission. This term will expire on May 1, 2025.

Stephen Moore
10 North Atkinson Street
Newburyport, MA 01950

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2022 APR 19 AM 8:23

From: scan-moores@juno.com <scan-moores@juno.com>

Sent: Monday, November 8, 2021 9:27 AM

To: NBPT Mayor <Mayor@CityofNewburyport.com>

Subject: [Ext]Reappointment to Conservation Commission

external e-mail use caution opening

Hi Donna,

My appointment to the Conservation Commission expires on 12/1. I would like to be reappointed and was hoping you could take care of that before leaving office. Thanks in advance and thanks for your years of service to the city.

Steve Moore

Approved

Juhai Godfredsen
e-mailed me to
follow-up on
this re-appointment.

Stephen J. Moore
10 North Atkinson St.
Newburyport, MA 01950
(978) 462-8059
scan-moores@juno.com

PROFESSIONAL EXPERIENCE

Measured Progress, Inc., Dover, NH **2002 – 2014**
Responsible for creating and maintaining schedules for large scale educational assessments.

AT&T Bell Laboratories/Lucent Technologies, N Andover, MA **1985 - 2001**
Held many positions over the years of employment, starting as a Technical Trainer and progressing to System Tester, Software Developer, Project Manager and ending as a Systems Engineer.

Essex Technical Institute, Hathorne, MA **1978 - 1984**
Taught courses in Botany, Geology and Coastal Ecology at the Junior College level.

Texas Instruments, Inc. Dallas, Texas **1976 - 1978**
Senior Marine Biologist for 2 projects at power plants and 2 oceanographic cruises

EDUCATION

MS, Software Engineering, Boston University
AS, Computer Technology, Northern Essex Community College
MS, Marine Science, University of South Florida
BA, Botany, Minor in Geology, University of New Hampshire

COMMUNITY SERVICE

Vice Chairman Newburyport Conservation Commission, 2006 - Present
Vice Chairman Newburyport Open Space Committee, 2002 - 2006
Newburyport Public Library Board of Directors, 1999 - Present
Technology Task Force, Newburyport Public Schools, 1992-1993

END OF CONSENT AGENDA

BEGINNING OF REGULAR AGENDA

PRESENTATION



City of Newburyport: Capital Facilities Master Plan

4/19/2022

What is the Facilities Master Plan?

List of all facilities the City owns or occupies, with information on needed improvements and expected years of replacement or maintenance

School and City
Facilities

Vehicles and
Equipment

Vacant Land, Parks
and Open Space

Other City Owned
Properties

How is this different from the Capital Improvement Plan?

- This is a full universe of projects, needs, and assets of the City. There are many, many more things on here that aren't on the CIP.
- It's a comprehensive snap shot of what the City owns and what the City needs.
- It's been cross referenced between: Department Heads, City Insurance Policies, Assessor Databases, and folks that maintain our equipment and properties.

How will this be used?

- I can see us using this to strategize priorities, to navigate pathways toward funding (grant applications, earmark requests, and City budget allocations), and to better utilize our vehicles and equipment (for example, one department may have use for a piece of equipment that another may need to trade for a newer model).

Next Steps

- We need to take a deeper dive into the Complete Streets and traffic calming line item needs.
- We need to look at the full universe of these projects and prioritize them so we can schedule design and estimate budgets moving forward.
- There are also some items on here that need cost estimates (or better cost estimates).

APPOINTMENTS
FIRST READING



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2022 APR 21 PM 4:31

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: April 25, 2022

Subject: Appointment

I hereby appoint, subject to your confirmation, the following named individual as a member of the Zoning Board of Appeals. This term will expire on May 15, 2023.

Lynn Schow
75 High Street
Newburyport, MA 01950

Christine Jackson

From: Lynn Schow <lynnanneschow@gmail.com>
Sent: Friday, April 8, 2022 6:48 PM
To: Christine Jackson
Subject: ZBA Statement of Interest
Attachments: 20220408142524.pdf

ZBA?

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Dear Christine,

My name is Lynn Schow and I have been a resident of Newburyport since 2007. I am interested in serving on the City's Zoning Board of Appeals. I am an attorney and, as the General Counsel of an investment company and family office, have experience in real estate acquisitions, construction and management.

I am attaching my resume for your consideration. I am also providing a summary in case it is useful (it was prepared for a charitable board position so I thought I'd include it here in case it was useful).

“Ms. Schow is an attorney (licensed in New York) living in Newburyport, Massachusetts, and is a Director, General Counsel and Executive Vice President of 1922 Investment Company LLC and Woodland Advisors LLC (investment and administrative offices for an ultra high net worth family) and 1922 Trust Company LTA. Ms. Schow's current role includes work related to private equity, , exchange traded, venture and hedge fund investments; U.S. and international real estate and art acquisitions and management; SEC reporting and compliance; executive compensation structuring; family office, entity, trust and charitable governance issues; and estate, gift, generation-skipping transfer and income tax planning and compliance for U.S. and international individuals, trusts, estates, entities and charitable organizations. She previously practiced with the law firm of Sullivan & Cromwell, LLP in New York. Ms. Schow is currently Vice-Chair of the Board of Johns Hopkins University's Blue Jays Unlimited, a Trustee Associate at St. John's Preparatory School in Danvers, Massachusetts and a member of the Duke Law School Alumnae Council. She is a past board member of the Newburyport Youth Soccer Association, Newburyport Girls Basketball Association and the American Fund for the South Bank Centre as well as a current volunteer coach for the Newburyport Youth Soccer Association (since 2010). Ms. Schow's educational background includes: Duke University, School of Law, J.D. (Order of the Coif; Magna Cum Laude; Estate Planning Award, 1996; Outstanding Tax Scholar Award, 1996; Duke Law Journal, 1994 to 1996 (Editorial Board, 1995-96); Duke Journal of Gender Law & Policy, 1993 to 1996 (Editor-in-Chief, 1995-96)); Duke University,

Terry Sanford Institute of Public Policy, M.A.; Johns Hopkins University, School of Arts and Sciences, B.A. , Political Science (Phi Beta Kappa; University and Departmental Graduation Honors, Women's Soccer & Phi Mu). She is a member of the New York Bar, Society of Trusts and Estates Practitioners, American Bar Association (Tax and Real Property sections), and the Association of the Bar of the City of New York. “

Lynn-Anne M. Schow
(978) 463-1770 (Direct)
(917) 686-2766 (Cell)

LYNN-ANNE M. SCHOW
75 HIGH STREET
NEWBURYPORT, MASSACHUSETTS 01950
T: (978) 463-1776
F: (978) 463-1766
CELL: (917) 686-2766

EXPERIENCE

1922 INVESTMENT COMPANY LLC, Houston, Texas

Director, November 2011 to present

Compensation Committee, January 2012 to Present

Executive Vice President and General Counsel, July 2012 to Present

Created and executed strategic plan involving the creation of a family investment office exempt from SEC registration as an investment advisor to provide captive investment advice, including attention to governance, regulatory and tax compliance and legal issues. Experience related to international and domestic real estate acquisitions and construction projects, including in international historic centers with historic and artistic restrictions; SEC and CFTC reporting and compliance; executive compensation structuring and monitoring for investment advisory personnel; tax and investment structuring advice; review of real estate, private equity and secondary fund partnership investment documents, venture capital, other private and exchange traded fund investment documents, fine art acquisition documents (including import/export restrictions and CITES treaty compliance) and negotiation of same; monitoring the transition of management of legacy family investments; attention to know your customer, anti-money laundering, Bank Secrecy Act and OFAC compliance; counsel to affiliated family members for a variety of matters.

WOODLAND ADVISORS LLC, Houston, Texas

Director, September 2017 to present

Compensation Committee, February 2018 to Present

Executive Vice President and General Counsel, May 2018 to Present

Created and executed strategic plan involving the creation of a single family office (sister company of 1922 Investment Company LLC) for an ultra high net worth family upon the dissolution of Timmons Advisors to provide consulting, structuring, administrative, bookkeeping, compliance, investment monitoring, real estate management and financial services to the trustees of multiple domestic, generation-skipping transfer tax exempt trusts (and related individuals, business entities and charitable entities) for the benefit of family members and affiliates. Experience includes U.S. and international real estate and art acquisitions and management; creation and management of an international subsidiary office; executive compensation structuring and monitoring; family office, entity, trust and charitable governance issues; charitable and gift structuring and reporting; immigration and marital planning; and estate, gift, generation-skipping transfer and income tax planning and compliance for U.S. and international individuals, trusts, estates, entities and charitable organizations; counsel to affiliated family members for a variety of matters.

1922 TRUST COMPANY LTA, Houston, Texas

Director and Member, Investment Committee, April 2008 to present

Executive Vice-President & General Counsel, January 2021 to present

Vice-President, Secretary and Cashier, May 2008 to December 2020/December 2017/December 2019

Worked on structuring and formation and continuing management of a Texas Department of Banking regulated "private trust company" designed to serve as trustee of multiple generation-skipping transfer tax exempt trusts for the benefit of members of a single private family.

TIMMONS ADVISORS LLC, Houston, Texas

Managing Director, January 2007 to June 2012

Extensive and broad experience involving the creation of Timmons Advisors, LLC to serve as a multi-family "family office" to provide consulting, structuring, administrative, bookkeeping, compliance,

investment monitoring, real estate management, tax and financial services using best practices to the trustees of several hundred domestic, generation-skipping transfer tax exempt trusts (and related individuals, business entities and charitable entities) for the benefit of members of certain, related ultrawealthy families for whom I acted as attorney at Sullivan & Cromwell and related implementation.

LINN THURBER LLP, HOUSTON, TEXAS

Tax Director, January 2007 to June 2012

Managing Director, March 2005 to December 2006

Extensive and broad experience relating to the provision of tax advice relating to estate, gift, generation-skipping transfer and income tax planning and compliance for U.S. and international trusts, estates, individuals and charitable organizations for the benefit of, or affiliated with, the same family members whose trustees utilized the services of Timmons Advisors LLC, with a special focus on foreign trust issues and tax issues incident to trust disputes. Experience included monitoring and assisting in the implementation of a family settlement agreement, the creation of Timmons Advisors LLC, investment entities, other service providers and several Texas "private trust companies" to serve as trustees of trusts for the benefit of these same family members.

SULLIVAN & CROMWELL, New York, New York

Consulting Attorney, May 2003 to February 2005

Associate, Estates and Personal Group, September 1996 to April 2003

Associate, Executive Compensation and Benefits Group, May 2000 to April 2003

Summer Associate May 1995 to June 1995

Extensive and broad experience involving: **U.S. estate, gift and generation-skipping transfer taxation and income taxation** of individuals, trusts and estates, with special focus on "foreign trust" issues and rules (including tax treaties) applicable to multinational individuals; **Litigation, Settlement Negotiations and Settlement Implementation** in U.S. and foreign jurisdictions involving foreign and domestic trust disputes regarding alleged breaches of fiduciary duties, and certain other disputes, including guardian *ad litem* proceedings, and the implementation of multi-year settlements; **Estate and tax planning** for U.S. Persons and multinational individuals; **Exempt Organizations**, including creation of, and representation involving excise and other tax, state law compliance, expenditure responsibility and miscellaneous advice applicable to, private foundations (trusts and not-for-profit corporations); **Probate** (original and ancillary) in a variety of United States and foreign jurisdictions; **Trust and Estate administration** of large trusts and estates (e.g., *Estate of Paul Mellon*) involving charitable and noncharitable beneficiaries, prudent investor issues and settlement of fiduciary accounts; **Executive Compensation** related to tax and estate planning (and administration) involving nonqualified stock options, restricted stock units, stock appreciation rights and Qualified (including IRAs, 401(k), 403(b) and cash balance plans) and Non-Qualified Retirement Plans; and **Residential and commercial real estate**, including representation of individual, LLC and corporate clients buying, selling, leasing and assigning interests in residences, condominiums, cooperative apartments and commercial office buildings. First Associate to telecommute regularly to the Firm's New York office.

Other Firm duties and positions included:

- Member, Associate Quality of Life Committee, Spring 2000 to April 2003
- Summer Associate Assignment Coordinator, Estates & Personal Group, Summers 2000 to 2002
- Law School Recruiting Coordinator (Duke), Fall 2001
- On Campus Recruiter (Duke, Yale, University of North Carolina, Cornell, Harvard, Columbia, New York University, University of Pennsylvania Law Schools), Fall 1996 to Fall 2002
- Speaker, "U.S. Taxation for Mexican Citizens" Seminar, Mexico City, Mexico (co-hosted with Chevez, Ruiz, Zamarrípa y Cia), April 2000

CHARITABLE

NEWBURYPORT YOUTH SOCCER ASSOCIATION

Coach and Assistant Coach (Girls, Boys and Tots), Fall 2010 to present
Girls Travel Director, Fall 2016- Spring 2019

JOHNS HOPKINS UNIVERSITY, BLUE JAYS UNLIMITED, BOARD OF ADVISORS, July 2016 to present

Executive Committee, Fall 2017 to present
Vice Chair, Fall 2019 to present

ST. JOHN'S PREPARATORY SCHOOL, *Trustee Associate*, June 2020 to present

DUKE UNIVERSITY SCHOOL OF LAW, ALUMNAE LEADERSHIP COUNCIL, February 2021 to present

NEWBURYPORT GIRLS BASKETBALL ASSOCIATION, *Director and Registrar*, August 2015 to August 2019

OYSTER RIVER YOUTH ASSOCIATION, Durham, NH, *Coach (Boys Soccer)*, Spring 2006 to Spring 2007

AMERICAN FUND FOR THE SOUTH BANK CENTRE, New York, New York

Director and Treasurer, May 2001 to December 2005

Member: Newburyport Art Association, Customs House Maritime Museum, Friends of Newburyport Public Library, Museum of Old Newbury (Historic New England)

EDUCATION

DUKE UNIVERSITY, School of Law, J.D., May 1996

Cumulative G.P.A.: 3.68

Awards: Order of the Coif; *Magna Cum Laude*; Estate Planning Award, 1996; Outstanding Tax Scholar Award, 1996; Merit Scholarship Recipient, Summer 1993 to Spring 1996

Activities: Duke Law Journal, Fall 1994 to Spring 1996; *Editorial Board, Fall 1995 to Spring 1996*
Duke Journal of Gender Law & Policy, Fall 1993 to Spring 1996; *Editor-in-Chief, Fall 1995 to Spring 1996*; *Business Manager and Research Editor, Fall 1994 to Spring 1995*;
Gender and Sports Conference Co-Chair, Fall 1994 to Spring 1995
Duke Law Soccer, Intramural and County League Participant

DUKE UNIVERSITY, Terry Sanford Institute of Public Policy, M.A., Public Policy, May 1996

JOHNS HOPKINS UNIVERSITY, School of Arts and Sciences, B.A., Political Science, May 1992

Cumulative G.P.A.: 3.71

Awards: Phi Beta Kappa; University and Departmental Graduation Honors

Activities: Johns Hopkins University Women's Soccer Team, Fall 1988 to Spring 1992
Phi Mu Fraternity, Spring 1989 to Spring 1992; *Fundraising Chair, Fall 1991 to Spring 1992*;
Board of Intramural Athletics Representative, Fall 1990 to Spring 1991

OXFORD UNIVERSITY, St. Anne's College, Oxford, England, January 1991 to April 1991

Cumulative G.P.A.: 3.68

Activities: Lady Margaret Hall Women's Football (soccer) Team, Spring 1991
Oxford Union Society

BAR ADMISSIONS New York

PROFESSIONAL ASSOCIATIONS

SOCIETY OF TRUSTS AND ESTATES PRACTITIONERS (STEP), TEP

PRIVATE INVESTOR COALITION

THE ASSOCIATION OF THE BAR OF THE CITY OF NEW YORK

THE AMERICAN BAR ASSOCIATION, TAX AND REAL PROPERTY & PROBATE SECTIONS

COMMUNICATIONS

TRANSFERS

**APPOINTMENTS
SECOND READING**

APPOINTMENTS SECOND READING

- APPT00308_04_11_2022 Marci Neville 16 Morin Rd. Council on Aging 4/29/2027
- APPT00309_04_11_2022 Jeanette Isabella 100 Water St. Emma Andrews Lib. Comm. 4/29/2023
- APPT00310_04_11_2022 Rebecca Regnet 25 Barton St. Trust Fund Comm. 4/15/2025
- APPT00311_04_11_2022 Nicole Whalen 12 Lafayette St. Parks Comm. 4/29/2027
- APPT00312_04_11_2022 George Aranea 19 Essex St. Cultural Council 4/29/2025

In City Council April 11, 2022:

At the request of Councillor Vogel TRAN00124_04_11_2022 was removed from the Consent Agenda.

Motion to approve the Consent Agenda as amended by Councillor Khan, seconded by Councillor Cameron.
So voted.



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2022 APR -5 AM 8:00

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: April 5, 2022
Subject: Appointment

I hereby appoint, subject to your approval the following named individual as a member of the Council on Aging. This term will expire on April 29, 2027.

Marci Neville
16 Morin Road
Newburyport, MA 01950

Sean Reardon, Mayors Office

City Hall, 60 Pleasant Street

Newburyport MA 01950

Dear Mr. Reardon,

Through your social media post, I saw there was a need for volunteers for Newburyport Boards and Commissions. I am very interested in volunteering my time for the Council on Aging. While I have only lived in Newburyport for about 10 years, we have felt so lucky to have the opportunity to live here and do not take for granted how truly great this town is.

Just about 3 years ago, my parents did something they swore they would never do....leave NH (after 40 years) and move to Massachusetts, and here to Newburyport. It was after seeing this town through my husband Mark and I that they fell in love with it. Now in their 70's, renting a tiny apartment on Dove Street (after leaving a large home in NH), I have never seen them happier. Before Covid they took advantage of so much this town has to offer and they did so much in such a short amount of time before things started to shut down. I want to make sure other seniors have the opportunity for these experiences and to ensure there are programs and resources in place for seniors to do so.

We know the above would not be possible without the hard work of volunteers and many others. Now that I work remotely (I was commuting to Boston) I do feel like I have the time back in my life to finally be able to volunteer more. It is something I am passionate about and something I have always wanted to do.

While I do not have direct experience with seniors, I would love to learn, and I would be honored to become more involved in our community and to help out in any way I can. Please see my resume for more information. I do believe I have skills and experience that would be helpful to our town and to its seniors. Please let me know if you have any questions.

Thank you for your consideration,

Marci Neville

16 Morin Road

Newburyport

Marci Neville

Education University of Connecticut Storrs, Connecticut

Bachelor of Arts in Political Science

Professional Experience October 2011- Present

Mass General Brigham/MGH, Boston MA

Promotion to Senior Allied Health Staffing Specialist/Nurse Recruitment – below duties as Allied Health Staffing Specialist/Nurse Recruitment still performed as well

- Continue to act as point person in my manager's absence for all aspects of internal staff as well as temporary employees.
- Network and attend meetings to build stronger relationships with other Partners Affiliates
- As of 2017 meeting with Senior Leadership at B&W Hospital to create a temp RN pool as we have at MGH.
- Assisted in the creation of the new grad float pool, inpatient staffing at MGH
- Help Create new policies and procedures for our office.
- Covid Specific – Helped bring an in person office remote during a very busy hiring time, starting in March 2020 in which no previous remote hiring processes were in place
- Covid Specific – Helped Hire 60 RN's for emergency call centers set up during Covid
- Covid Specific – Helped Hire Staff for the Quality Inn Quarantine center in Revere (MA's, PA's, RN's and NP's)
- Covid Specific - Assisted in our office hiring 500 people in one month's period for the Hope Hospital at the Boston Convention Center.
- Covid Specific - Worked on Staffing Urgent Needs in MAB (Monoclonal Antibody) clinics and Blood Donor Services

September 2006- Present

MGB/MGH Human Resources - Boston, MA

Allied Health Staffing Specialist/Nurse Recruitment

- Responsible for full life cycle recruiting, sourcing, phone screening, interviewing, and hiring of Allied Health Professionals and Nurses.
- Work directly with Hiring Managers to identify candidates for open temporary positions
- Coordinate the placement of up to approximately 200 temporary employees into open temp jobs within all Partners Affiliates, constantly changing, agency like, very fast paced environment
- Implement Corrective Action policy/track when needed, warnings given up to termination
- Manage schedules for Medical Assistants as well as Registered Nurses by staffing them into open positions and shifts.
- Attend Job Fairs and networking events to assist with hiring temporary employees and promote our department.
- Responsible for ensuring fair pay rates by calculating hourly rates for temporary allied health staff using MGH pay scales
- Was on the 2008 Medical Assistant Training Committee to help implement a MA orientation to MGH which is still in place today.
- Act as primary contact at Bulfinch to assist with the Partners wide flu initiative to provide additional staffing of RN's during flu season. Staff flu shifts at MGH and Brigham and Womens
- Served on OFCCP Interview Note group to ensure all managers were obtaining and storing interview notes for all candidates to ensure compliance
- Responsible for maintaining and keeping accurate files for all Allied Health Staff to meet MGH's hiring guidelines
- Coordinate the hires of employees that the department has identified to work directly with them, Professional level

as well as additional research and clinical positions.

- Responsible for daily administrative tasks, for example assisting with payroll, staying on top of weekly reports due as well as other administrative work.

February 2005-September 2006 Interim Healthcare Staffing Boston, MA

Nurse Recruiter/Staffing Specialist

- Responsible for all recruiting, cold calling, hiring and orienting of Clinical staff including RN's, LPN's and Medical Assistants.
- For the past 9 months I have been the only person in our office acting as the primary contact for both our clients and employees, while continuing my previous role in business development..
- Directly manage 20 temporary employees while continuing to hire.
- Responsible for planning recruitment activities, attending networking events such as job fairs / conferences to promote brand awareness.
- Responsible for all scheduling needs, including on-call duties - I have been on-call 24 hours per day for the last 4 months.
- Responsible for all Human Resources functions.

Business Development Manager

- Hired to open the Interim Healthcare Staffing office, responsible for all aspects of sales activities (sole salesperson), built business from ground up – office was in a start up situation. Grew business from zero clients to thirty five clients within the first year.
- Directly responsible for opening, closing and maintaining all accounts, including large hospitals, doctors offices and community health centers. Calling on D.O.N's, Directors of HR and Senior Level Decision Makers.
- During 2006 I consistently brought in \$20,000-\$30,000 of new business each week, totaling over 1 million in business for the first half of 2006, my goal was 1.2 million for the year, set by the Senior Director of Business Development.
- For the past 9 months while the office has been in transition I acted as the recruiter, staffing specialist, scheduler and sales person.

June 2003 - Feb 2005 Medical Records Institute Boston, MA

Sales Representative

- Directly responsible for sales (inside and outside) of corporate sponsorships and exhibit space for three annual Healthcare Technology industry events both nationally and internationally
- Directly opened, closed and managed over 150 client accounts
- Developed clients internationally to build awareness of MRI's services
- Sponsorship Proposal creation for large client accounts, created new sponsorship packages on a quarterly basis.
- Consistently exceed monthly sales quota and received two promotions, within first year of employment
- Responsible for lead generation and "cold-calling"
- Worked directly with high level decision makers within the Health IT vending community
- Traveled to competing events to promote the Medical Records Institute trades shows and conferences
- Onsite Account Management of over 175 client accounts

June 2002-June 2003 Remington International Boston, MA

IT Recruiter

- Generated leads, opened, maintained and closed accounts directly with Information Technology hiring managers
- Worked directly with hiring managers to place qualified senior systems administrators and network engineers into full-time positions
- Acted as point person and direct contact for all aspects of the sales cycle on both managers and candidates side
- Extensive experience on maintaining and closing business relationships.
- Exceeded one hundred cold calls per day
- Received distinction of highest biller nation wide for all employees under six months
- Responsible for recruiting Senior Level Technologists to fill the positions I generated, ran my own desk.

Computer Programs Microsoft Word, Microsoft Excel, and Microsoft Power Point, EBMS, Sales Net, Act, Arête, Peoplesoft, Access, Kronos, Survey Monkey, Skill Survey, HireRight, Taleo, OnBase

Volunteer – Newburyport Education Foundation – Volunteered on Donation Committee to obtain donations from Business in the town of Newburyport – Fall/Winter 2021

University Of Connecticut Women's Rugby (Div.1) May 97-May01 -Held Leadership roles such as President and Co-Captain



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2022 APR -5 AM 8:00

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: April 4, 2022
Subject: Appointment

I hereby appoint, subject to your approval, the following
named individual as a member of the Emma L. Andrews
Branch Library Commission. This term will expire on April
29, 2023.

Jeanette Isabella
100 Water Street
Newburyport, MA 01950

100 Water Street
Newburyport, MA 01950
March 10, 2022

Sean Reardon, Mayor
Newburyport City Hall
Newburyport, MA 01950

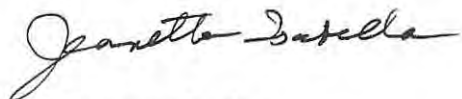
Dear Mayor Reardon,

It has come to my attention that, with the resignation of Donna Conway from the Emma Andrews Library Commission, there is an opening on the Commission. I am writing you to express my desire to be placed in that position.

As a 37 year Newburyport resident and business owner, I have (and continue to) volunteered in many community projects and entities over the years. One such is as a long-time (and current) member of the Emma Andrews Library Association. I have also been an active volunteer and monetary donor to our beloved Emma. As a matter of interest in the Emma, (and being completely unaware of the possibility of an opening) I attend Commission meetings. I do so because I am interested in knowing how the Commission's responsibilities come to fruition through the interaction and guidance it has from the City.

I don't know what you might want from me in order for you to consider my application, but I would be happy to furnish you with the names of boards, committees, etc. on which I have served. References would be provided as well. That said, I would particularly enjoy meeting with you to introduce myself so that you can determine whether or not you would consider me to be a good fit for the Commission. I can be reached at 786-246-2422 or at redchair123@comcast.net.

Sincerely,

A handwritten signature in cursive script that reads "Jeanette Isabella". The signature is written in dark ink and is positioned above the printed name.

Jeanette Isabella

Jeanette Isabella
100 Water Street
Newburyport, MA 01950



tedchair123@comcast.net 786-246-2422

Education:

Lesley University, Cambridge, MA
BA: Human Development

*Carl and
rattle
Expects for more
some money*

Employment /Business Experience:

Harvard University Printing Office
MA Institute of Technology
Slenderizers, Newburyport
Life Coach, Newburyport
Author: *Someday is Here!*

Print Jobs Coordinator
Administered Theatre and Dance Programs
Owned & Operated an Exercise Facility
Worked with clients to achieve their goals
30 days of motivational success planning

Volunteer/Community Experience:

Actors Studio
Custom House Maritime Museum
Emma Andrews Library
Gr. Newburyport Village
Gr. Newburyport Ovarian Cancer
Newburyport Bank
Newburyport Senior Center
Salisbury Council on Aging

Past President, Board of Directors
Established an Art Conservation Fund
Association Member/ Volunteer
Past Member, Member Care Team
Volunteer/Lantern Festival, Bartlet Mall
Past Corporator (10 year term)
Proof reader: Bi-monthly Newsletter
President, Friends

References:

Debra Green, Business Owner
978-225-6700

Greeting by Design
6 Market Square, Newburyport

Elizabeth Valeriani
978-465-0715

28 Oak Street, Newburyport
Commission Mbr., Emma Andrews Library

Alfred Cox
978-992-1409

28 Purchase Street, #6, Newburyport
Newburyport Resident/Long-time Friend



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2022 APR -5 AM 8:00

To: President and Members of the City Council

From: Sean R. Reardon, Mayor

Date: April 4, 2022

Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Trust Fund Commission. This term will expire on April 15, 2025.

Rebecca Regnet
25 Barton Street, Unit 1
Newburyport, MA 01950

Dear Christine,

This email and my attached resume indicate my interest in a volunteer Board position for the Board of Registrars in Newburyport, MA.

I am a new resident in the city, residing at 25 Barton St., Unit 1 having arrived here January 1, 2021. My current community activities include:

- Friends of William Lloyd Garrison. I was a committee member last year and now am the 2022 chairperson of the third annual lecture series to be presented at Old South Presbyterian on December 10;
- Founder of the Diversity, Equity and Inclusion Book Group that meets monthly at the Newburyport Public Library. This is a collaboration of community, church and Newburyport Bank employees who have an interest in reading and learning more about diversity.
- New member of the Saturday morning women's walking club. 6-8 women who meet at 6 AM on Saturday mornings and walk in Newburyport, Newbury, Amesbury and Salisbury trails.

The reason for my interest in the Board of Registrars stems from the 2020 national elections. I worked as an unpaid, part-time volunteer during the pandemic for my local Board of Elections in Sandusky, OH. At a time when I was unable to travel for my consulting business, I could contribute in my local communities to support a fair and free election. I was honored to work with dedicated employees and volunteers. I was also able to see firsthand how carefully they all, regardless of party affiliation, protected our democracy.

Rebecca Regnet
EVP, Chief Talent Officer

REBECCA OELTJENBRUNS REGNET

25 Barton St., Unit 1, Newburyport, MA 01950

Email Address: rebecca@cf-pm.com

Cell: (978) 895-7340

PROFESSIONAL PROFILE

Improving a company's bottom line requires attention to programs that improve the customer experience and engage the employee in the company's vision, mission, and core values. As a management consultant and coach with executive experience, I challenge leaders to create behavior and cultural change, nudging employees outside their comfort zone with practical ideas and tools. The work I do in the classroom and in the boardroom helps teams and individuals meet company sales goals, satisfaction standards, and retention objectives.

- ✓ Development of high performing teams
- ✓ Client loyalty programs
- ✓ Management, sales, product training
- ✓ Public speaking and presentations
- ✓ Strategic planning and execution
- ✓ Revenue growth strategies

PROFESSIONAL ACHIEVEMENTS

Newburyport Bank

2021 - Present

EVP, Chief Talent Officer

- Responsible for development of human capital and succession planning for leadership team and board of directors.
- Lead Retail Banking, Marketing, Learning and Development and Human Resources Departments.

Center for Practical Management

2011 - 2022

Owner and President

- Consult with organizations to maximize the potential of their existing staff.
- Facilitate and train managers, and sales and service personnel to deepen customer relationships.
- Develop and deploy performance management programs, curriculum and tools (behavioral job descriptions, activity trackers, self assessments, etc.) so that managing people becomes a repeatable system of activities.
- Coach senior leaders to more effectively clarify expectations, observe behaviors, and provide balanced feedback to drive improved performance.
- Collaborate with senior leaders on strategic initiatives, communication and marketing plans, resource alignment, process improvement opportunities, etc. by facilitating brainstorming sessions and developing action plans.
- Manage client engagements from beginning of sales process through contract renewal, achieving a 95% renewal rate for existing client relationships.
- Responsible for business development and marketing efforts, including sales support for channel partner.

Brink's Incorporated, Coppell, TX

2009

Vice President Sales – Financial Institution Market

- Coached and managed team of ten Brinks sales professionals responsible for 150 financial institutions, focusing on customer satisfaction, value delivery and cross selling to Tier I, II and III banks and credit unions.

Business Efficacy, Inc., Minneapolis, MN

2004 - 2008

Senior Sales Consultant (future ownership planned)

- Delivered sales engineering solutions (sales process design, management coaching practices, sales training programs) and sales execution solutions (workshop facilitation, executive coaching, toolkits, etc.) to clients including: Wells Fargo, Citizens/Charter One (RBS), ABN-AMRO (LaSalle Bank), Thrivent Financial Services and Brinks, Inc.
- Achieved 100% of target sales result measure desired (number of referrals, percentage of sales professionals hitting target goals, pipeline growth, etc.) in all assigned projects, typically in 90 days or less.

Fiserv CBS Worldwide, Lake Mary, FL

2002 - 2004

National Director, Sales Support, Consulting and Marketing

- Hired, coached and managed high performing sales support team that assisted in closing eight new business deals in 2002, exceeding any one year in CBS USA history and in achieving 130% of cross sell quota in existing client base.
- Managed and directed Fiserv CBS Worldwide corporate marketing activities and a profitable and effective training and consulting business.

Metavante Corporation (f.k.a. M&I Data Services), Milwaukee, WI

1999 - 2002

Regional Sales Manager; Director of Strategic Alliances

- Managed client base of 65 financial organizations core outsourcing processing functions to Metavante. Executed strategic relationship management with direct reporting responsibility for team of ten account executives. Met cross sell objectives in first year of position (2000), attaining 200% of goal.
- Developed Metavante Business Win Review, leading to retention of 100% of financial institution customers in three-year period and designed Showcase Account Program to leverage client relationships to win more prospects and strengthen client loyalty.
- Designed strategic alliance program to acquire and manage additional revenue source and sales channels.

Bankers Systems, Inc., St. Cloud, MN

1993 - 1999

Director Sales Training; Product Manager; Product Development Attorney

- Managed sales training, coaching and development function for sales organization of 150 inside and outside sales representatives plus customer support, and sales management teams. Acted as product owner. Served as development attorney.
- Managed \$10 million deposit product line at Bankers Systems, including preprinted documents and software. Created advertising and promotional materials to support product line. Implemented process and product improvements based on market research to generate revenue increases of 18% during first year.
- Researched, developed, and market-tested deposit and lending product line for credit unions, achieving increased credit union sales from \$800,000 in 1993 to \$6 million in 1994.

EDUCATION

Juris Doctorate, cum laude
B.A., Graphic Design

William Mitchell College of Law
Iowa State University



CITY OF NEWBURYPORT

OFFICE OF THE MAYOR

SEAN R. REARDON, MAYOR

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2022 APR -5 AM 8:00

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: April 5, 2022

Re: Appointment

I hereby appoint, subject to your approval, the following
named individual as a member of the Parks Commission.
This term shall expire on April 29, 2027.

Nicole (Niki) Whelan
12 Lafayette Street
Newburyport, MA 01950

A large, handwritten signature in black ink, which appears to read "Sean R. Reardon", is written vertically along the right side of the document.

Mayor Sean Reardon
City of Newburyport
60 Pleasant St.
Newburyport,
MA 01950

Yes

(Parks)

Re: Serving on the Parks Commission

Dear Mayor Reardon,

I reached out to Kim Turner about a year ago to express my interest in joining the Newburyport Parks Commission, but at that time there was not a vacancy. She reached out to me last week to inform me of a current vacancy, and so I am writing to express my interest. I am a public school teacher, a life-long resident of Newburyport, and have a deep appreciation for public service and preserving and enhancing our amazing public parks in Newburyport.

I am a gardener and feel fortunate to live on the same property as my mother. We share gardening joys and struggles. And I have kids in town so I feel I bring a unique perspective of considering the older and younger generations simultaneously. I have also done some diversity and racial equity work and I'd be interested in how we can improve access for all in our city.

I believe my skill set to be complementary to the Commission. I very much look forward to hearing from you. Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Niki Whelan

email
Sent on 3/23

NICOLE WHELAN

12 Lafayette Street, Newburyport, MA 01950

nwhelanpavao@yahoo.com, 617.694.9927

EXPERIENCE

- 2002-present **Curtis Guild Elementary, East Boston, MA**
Data Team, Universal Design for Learning Team, School Site Council
Math Leadership Team, Instructional Leadership Team,
Lighthouse Team Facilitator, Math Facilitator/Lead Teacher
- 2008-present **Teacher, 4th Inclusion (SEI, Gen Ed.)**
- teach/have taught *Everyday Math*, *Engage NY Math*, *Investigations*, *Reading Street*, *Expeditionary Learning*, *Writers' Express*, *Writers' Workshop*, *History Alive*, as well as plan and implement supplemental lessons as needed to meet Massachusetts/Common Core State standards
 - design lessons for whole-group and small group with attention to needs of individual learners.
- 2002 - 2008 **Theater/Arts Teacher**
- created performances for all grade levels while guiding children to create props and choreography
 - designed and implemented the visual art curriculum for grades K-5
 - created lessons that incorporate literacy, motor-skill development and math skills
- 2002 - 2006 **Henderson Elementary School (formerly O' Hearn School), Dorchester, MA**
Arts Specialist
- created art lessons for grades K-0 through 5
 - served as Art Director for school performances; painting sets and creating props
 - created accommodated lessons for students with moderate to severe disabilities in inclusion setting
- 2004-2010 **Visual Thinking Strategies (Museum of Fine Arts), Boston, MA**
Site Coordinator
- trained to guide student conversations when viewing fine art as well as train teachers in the process.

EDUCATION & LICENSURE

- 2002 - 2004 **Lesley University, Cambridge, MA**
Masters of Education (Pre K-8)
- professional licensure, Visual Arts, PreK-8
 - initial licensure; Elementary, 1-6;
 - initial licensure; **English as a Second Language**, PreK-12
 - initial licensure; **Moderate Disabilities**, K-6 (pending completion of course work 6/15)
- 1994 - 1998 **William Smith College, Geneva, NY**
Bachelor of Arts: Studio Art, Writing (Independent) Dean's List: 1994, 1996, 1998
- Study Abroad; Advanced Studies in England/University College, Oxford, Bath, England, 1996

VOLUNTEER, RECOGNITION & CONTACT WORK

- 2010-2013 **Board of Educators, Museum of Fine Arts, Board Member**
- work with other educators from various districts to promote and develop educational connections between schools and the museum
- 2010-2018 **Frederick Sontag Prize for Urban Education, Award Winner (2010-2018)**
- awarded by Harvard Business School, Harvard Graduate School of Education and Boston Public Schools to share effective teaching strategies and conduct lessons during Acceleration Academics to prepare students for MCAS
- 2012 **Boston Public Schools Math Workgroups, Grade 4 Team member**

- co-wrote the Scope and Sequence for Boston Public Schools to connect current curriculum to new Common Core State Standards

Summer 2012 **Consultant for the Writers Express Curriculum, Cambridge, MA**

- Advised curriculum developers regarding adaptations and accommodations for English Language Learners and students with special needs



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2022 APR -5 PM 4:11

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: April 5, 2022
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on April 29, 2025.

George Araneo
19 Essex Street, #4
Newburyport, MA 01950

Hello Ms. Jackson,

How are you? I am interested in a volunteer position with the Newburyport Cultural Council.

Having been out of the day to day work world for awhile now I have nothing close to a current resume. So, hoping this note will suffice as my cover letter and resume.

I moved to town almost four years ago from downtown Boston and fell in love with Newburyport on the day I arrived. Feeling the strong sense of community I jumped right in hoping to make a contribution.

Today, I am on the Steering Committee of the Newburyport Documentary Film Festival. I am also a member of the Newburyport Art Association and the Firehouse Center for the Arts. I contribute to The Screening Room beyond simply buying tickets.

I spent the last twenty years of my work life as an independent film producer. You can learn more about my film work here; www.lifeskillsproductions.com. As part of my film career I was a producer for the PBS television series Visionaries.

Prior to attending film school, in my early forties, I was a corporate sales person for 15 years. Eleven of those years were spent as a television account executive, or, one who sells television advertising.

My film education journey brought me to Boston, from Denver, 22 years ago to attend Suffolk University. There I received a masters degree in Philanthropy and Media.

I live downtown and look forward to more opportunities to contribute to our vibrant cultural scene. I would welcome a position with the Newburyport Cultural Council!

Thanks,
George Araneo
19 Essex St., #4
617-710-6732

Life Skills Productions

powerful storytelling for positive change

- [Home](#)
- [About](#)
- [the Team](#)
- [the Work](#)
- [Testimonials](#)
- [Short Essays](#)
- [Contact Us](#)

The Team:



"Unity is strength, when there is teamwork and collaboration, wonderful things can be achieved." -- Mattie Stepanek (1990-2004) American Teenage Poet

Each of us work as independent media production professionals who share a passion for using the moving image to make a difference. Over the years, we have come together in various combinations to produce the films listed on the Work page.

We met each other through our work on the award winning PBS series Visionaries. Visionaries presents the stories of social impact organizations around the world and is hosted by actor Sam Waterston.

George Araneo

Producer/Director



George spent five years producing for the award-winning public television series Visionaries. He has produced shows on such diverse subjects as mental health, Alaskan wilderness, addiction, urban renewal, education, and entrepreneurship in the



developing world. Prior to attending film school, he worked for 11 years in broadcast television as an account executive for the ABC and CBS affiliates in Denver, Colorado. He has a masters degree in Media and Nonprofit Management from Suffolk University.

Aleksandar Lekic

Editor, Camera, Director



Aleksandar has been an all-around video production person for the past 14 years. As a producer/videographer/editor, he has focused on documentary profiles of several non-profit organizations that have done good work around the globe. His documentary shorts have appeared on PBS, WorldlinkTV, as well as on Serbian national television. Aleksandar has also edited and co-produced short fiction films for the LA-based film company, Anima Films.

Kelly Doran

Location Sound Recordist

Kelly has recorded audio for over 20 years. She works on movies, television, documentaries, commercials, and music recording. She's dealt with a variety of situations, from recording dialogue on a multi-million dollar film to capturing the sounds of rush hour traffic in Delhi, India. The challenge of each different experience is the reward, and the accurate recreation of each sound is always her goal. Kelly has a fascination with sound, music and dialogue. She is always amazed at the subtle ways in which what we hear affects us. She loves to capture those created emotions and allow them to tell different stories.

© 2022 Life Skills Productions [admina \[slab\]site](https://www.lifeskillsproductions.com/index.php?page=about&family=team)

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 25, 2022

THAT, the City Council of the City of Newburyport, at the recommendation of the Harbor Commission and Mayor, authorizes an appropriation from Harbormaster Retained Earnings in the amount of \$60,000 to purchase a new heavy duty truck for use by the department.

FURTHER, THAT, the City Council hereby rescinds the following amounts that have been authorized to be borrowed through lease purchase financing agreements, but which are no longer needed for the purpose(s) for which they were originally approved:

<u>Equipment/capital asset</u>	<u>Borrowing Amount</u>	<u>Maximum Term</u>	<u>Authorized Department</u>
Heavy Duty Truck	\$60,000	5 years	Harbormaster

 Councillor Sharif I. Zeid

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 25, 2022

The City Council of the City of Newburyport hereby approves the Intermunicipal agreement by and between Salisbury with respect to a north jetty dredging project. Said agreement is attached hereto and incorporated herewith and marked exhibit 'A'.

Councillor Heather S. Shand

**INTERMUNICIPAL AGREEMENT
BETWEEN
THE CITY OF NEWBURYPORT AND
THE TOWN OF SALISBURY
FOR NORTH JETTY/MERRIMACK RIVER
DREDGING PROJECT**

This Intermunicipal Agreement (the “Agreement”), is made and entered into this ____ day of _____, 2022, pursuant to Massachusetts General Laws, Chapter 40, Section 4A, by and between the City of Newburyport, a municipal corporation acting by and through its Mayor, hereinafter referred to as “Newburyport”, and the Town of Salisbury, a municipal corporation acting by and through its Board of Selectmen, hereinafter referred to as “Salisbury”, both hereafter referred to collectively as the “Municipalities”.

W I T N E S S E T H

WHEREAS, Newburyport and Salisbury each have an interest in the North Jetty/Merrimack River Dredging Project (the “Project”); and

WHEREAS, Newburyport and Salisbury agree to share the costs for design, engineering, and permitting services for the project as specified herein based on mutual interest in the services and deliverables; and

WHEREAS, the Municipalities intend to apply for grant funding to perform the aforementioned dredging through the Massachusetts Dredging Program.

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

1. Newburyport will contract with GZA Environmental, Inc. (“GZA”) for design, engineering, and permitting services for the Project. The contract between Newburyport and GZA is included as Attachment A to this Agreement.

2. Newburyport and Salisbury agree to share the cost of the work performed by GZA for design and permitting services as specified in Attachment A. Newburyport shall pay the contract costs, and be reimbursed by Salisbury in the amount of \$20,845.
3. Newburyport and Salisbury further agree to share the cost of the supplemental dredging, the price of which is currently to be determined. Should the Municipalities secure grant funding for the work, Newburyport and Salisbury agree to each pay half of the difference between the total cost of the work and any grant amount received. The Municipalities also agree to equally provide any matching funds required for the grant. Any payment obligations in excess of the grant agreement(s) pursuant to this Agreement shall be limited to the extent that funds are appropriated therefor. This Agreement shall not preclude Newburyport or Salisbury from applying for other funding from the Commonwealth of Massachusetts, or any other sources. The above cost sharing may be amended or modified upon the written agreement of both parties.
4. Newburyport and Salisbury agree to adhere to the guidelines provided by the USACE 204 Beneficial Use Project for 100% sand placement at North Point on Plum Island in Newburyport, as set forth in the Detailed Project Report and Environmental Assessment for such project. A copy of this such report is incorporated as Attachment B to this Agreement.
5. The terms of this Agreement shall not become effective until approved by the City Council and signed by the Mayor of Newburyport and approved by the Board of Selectmen of the Town of Salisbury. This Agreement shall remain in full force and effect and shall be binding on the parties for the period of twenty five (25) years from the date first above written.
6. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Municipalities submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

7. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
8. If any provision of this Agreement 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 Agreement shall be enforced to the fullest extent permitted by law.
9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hands and seals on the date and year first above written.

CITY OF NEWBURYPORT
CITY COUNCIL

TOWN OF SALISBURY
BOARD OF SELECTMEN

MAYOR

806357/NBPT/0001

ATTACHMENT A

ATTACHMENT B

CITY OF NEWBURYPORT, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 15th day of **February, 2022** by and between the CITY OF NEWBURYPORT, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 60 Pleasant Street, Newburyport, Massachusetts, hereinafter referred to as the "CITY", and **GZA Environmental, Inc.** having a usual place of business at **144 Elm Street, Amesbury, MA 01913**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY requested proposals for

***design, engineering and permitting services
for the North Jetty/Merrimack River Dredging Project***

at the entrance to the Merrimack River, as further described in Section 2 below, entitled "The Work" (hereinafter "the Project"); and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the CITY has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and the CONTRACTOR'S proposal letter, an 11-page document (including attachments), dated February 14, 2022. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work (Scope of Services) consists of **all consultant services** more fully described in the Contract Documents as defined above. This AGREEMENT and said Scope of Services may be extended upon mutual agreement of the CITY and CONTRACTOR to include additional work upon negotiation of a supplemental fee in accordance with Section 4 below.

For all tasks and deliverables, the Contractor shall deliver both hard-copy and electronic versions of all files (plans, reports, etc.) in agreed-upon standard file formats accessible by the City (Word, Excel, JPEG, PDF, PPT, AutoCAD, ArcGIS, etc.). At its discretion, acting through the Director of Planning and Development, the CITY may waive submission of hard copy documents upon request. Specifically, all inventories and tables shall be provided in Word or Microsoft Excel format, all text documents shall be provided in Microsoft Word format, all presentations shall be

provided in Microsoft PowerPoint format, and all photographs or scanned media shall be provided in JPEG image format. All survey information, site plans, architectural drawings, schematic or otherwise shall be delivered via email, internet download link or on USB thumb drive viewable and editable in PDF form as well as AutoCAD software. Original/native file formats shall be provided along with the PDF versions. An alternative program or electronic plan format may be used subject to approval by the City's Director of Planning & Development. Any and all such plans, reports and deliverables shall become the property of the City and shall be available for use by the City as necessary in the future without limitation.

3. TERM OF CONTRACT. This Agreement shall be in effect from **February 15, 2022** and shall expire on **December 31, 2022** unless terminated earlier pursuant to the terms hereof. Written agreement between the City and the Contractor is required to extend the timeframe if completion is not achieved by said date.

4. COMPENSATION.

- A. The CITY shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above (RFP Tasks 1-6) the contract sum of **\$41,690.00**, inclusive of all reimbursable and out-of-pocket expenses. Payment shall be made by the CITY in response to invoices from the CONTRACTOR indicating percentage of Task(s) completed.

This AGREEMENT and said work (Scope of Services) may be extended upon mutual agreement of the CITY and CONTRACTOR upon negotiation of a supplemental fee.

The Contractor's documents are expected to be reasonably sufficient and complete. The Contractor and its subconsultants shall provide revisions to correct any errors, inconsistencies and/or omissions in their documents without additional compensation.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the CITY from any and all claims and liabilities under this Agreement.
- C. Neither the CITY's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the CITY under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The CITY shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).

5. PAYMENT OF COMPENSATION. The CITY shall make payments within thirty (30) days after its receipt of Invoice.

6. LIABILITY OF THE CITY. The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
------------------	----------------------------

- B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a

material breach of this Agreement and shall be grounds for immediate termination. The Contractor shall also carry insurance in a sufficient amount to ensure the restoration of any plans, drawings, computations or other similar data relating to the services covered by this Agreement in the event of loss or destruction until all data is turned over to the City.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.

B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written noticespecifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of his operation under this Contract in such detail and with such information as the CITY may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the CITY harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties

with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this
Contract.

Ethan Manning
Finance Director/City Auditor
City of Newburyport

CITY OF NEWBURYPORT, MA

By its: MAYOR

Sean R. Reardon

CONTRACTOR:

(Signature)

Anders B. Bjarngard 2/19/22
Anders B. Bjarngard, P.E., Principal
GZA Environmental Inc.

ORDINANCES



CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

March 14, 2022

Sec. 12-54. Street, way or grounds specifications.

- (a) *Design and methods specifications.* Any change in grade of any such street, way or grounds, or of any sidewalk of any such street, way or grounds, or the width of any such sidewalk, including, without limitation, by installing, constructing, maintaining, repairing, replacing, reconstructing installing a sidewalk and/or a driveway opening, or in any manner alter the grade, width or direction of any curbstone of such sidewalk, including when undertaken by the department of public services itself, shall be undertaken in compliance with both this section and also the "Construction and Traffic Standard Details" promulgated by the department of public services.
- (1) For the purposes of clarification, neither the Clipper City Rail Trail nor the Harbor Walk constitute sidewalks under the meaning of this section.
- (2) The department of public services may amend its Construction and Traffic Standard Details, from time to time, provided, however, that no such amendment shall take effect until a copy has first been posted on the city website for a period of thirty (30) calendar days to solicit comment from interested parties, including other city departments, and has been approved by order of the city council.
- (b) *Sidewalk materials.*

~~(1) —Brick or cement surfaces only~~ **Required and permitted materials.** At the time of installation, construction, maintenance, repair, replacement, or reconstruction of any sidewalk located in the city and open to public travel, whether such sidewalks are located on public or private land, the surface material shall be **either brick or cement, and no other materials,** as follows:

- a. *Downtown.* Brick shall be the required surface material for all sidewalks located within the Downtown Overlay District, established under section XXVIII of the zoning ordinance.
- b. *Historic areas outside of downtown.* Brick shall be the encouraged surface material for all sidewalks located outside of the Downtown Overlay District but within the Newburyport Historic District, which was listed on the National Register of Historic Places and the State Register of Historic Places on August 2, 1984, and both brick and cement shall be permitted therein.
- c. *All other areas.* Cement shall be the required surface material for all sidewalks located outside of the Newburyport Historic District.

d. **Exception:** Asphalt may be used as an alternative material anywhere in the City upon obtaining a waiver granted by City Council Order.

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e. Asphalt or stone dust as a sidewalk material to go over tree roots anywhere in the City where it is deemed that such material would ensure the continued good health of the tree.

- (2) *Existing nonconforming sidewalk surfaces.* Any sidewalk open to public travel whose surface does not comply with this section as of its effective date may remain in such noncompliance until such time as it is maintained, repaired, replaced, and reconstructed, at which time it shall be brought into compliance.
- (3) *Temporary asphalt surfaces.* Notwithstanding anything in this section to the contrary, the department of public services may, in its discretion, permit the temporary use of asphalt surface material for sidewalks: (A) for a period no than two (2) months, tolled from November 1 through April 30; and/or (B) for sidewalks abutting undeveloped parcels until issuance of a certificate of occupancy. The department shall specify in writing the time by which brick or cement surface material, as the case may be, shall replace the temporary asphalt material.
- (c) *City supervision.* In all cases, any work subject to this section 12-54 shall be performed by the department or a licensed contractor of the city supervised by the department.

- (2) *Existing nonconforming sidewalk surfaces.* Any sidewalk open to public travel whose surface does not comply with this section as of its effective date may remain in such noncompliance until such time as it is patched, substantially repaired, replaced, and reconstructed, at which time it shall be brought into compliance.

For the purposes of this section, "patches" shall mean repairs that involve 25 sq ft. of sidewalk area or less. Generally, patches are intended to address immediate public safety and accessibility issues. Patches shall not be performed together on the same block face so avoid the requirements of a non-substantial repair.

For the purposes of this section, non-substantial repairs shall constitute repairs of a continuous stretch of sidewalk where the linear distance of the repair is no more than thirty-five (35) feet in length, and all other repairs shall be deemed to be "substantial repairs." Non-substantial repairs shall not be performed together on the same block face and so avoid the requirements of a substantial repair.

- (3) *Temporary asphalt surfaces.* Notwithstanding anything in this section to the contrary, the Department of Public Services may, in its discretion, permit the temporary use of asphalt surface material in areas of the City where asphalt would otherwise not be permitted under this section but solely in the following two instances:
 - a. Temporary patches, as defined in subsection (2) above, provided that the material is restored to the materials required or permitted under subsection (1), above, as soon as is practicable, and in no case later than one (1) year from the date such temporary patch is installed; or
 - b. Temporary non-substantial repairs, as defined in subsection (2) above, where the surface material being repaired is existing asphalt.
- (4) *Special material allowance for sidewalks with tree roots.* Notwithstanding anything to the contrary in this section, 12-54, the Department of Public Services may utilize asphalt or stone dust as a sidewalk material to go over tree roots anywhere in the City where it is deemed that such material would ensure the continued good health of the tree

Sharif I. Zeid, Ward 1 City Councillor

James J McCauley, Ward 5 City Councillor

ODNC00109_03_14_2022
Amended 04_05_2022

In City Council March 14, 2022:

Motion to refer to Neighborhood & City Services by Councillor Zeid, seconded by Councillor McCauley. So voted.

In City Council April 11, 2022:

Motion to approve on first reading by Councillor Wallace, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 no (CP, AK). Motion passes.

COMMITTEE ITEMS

Committee Items-April 25, 2022

Budget & Finance

In Committee:

- ORDR00334_03_28_2022 ARPA Sea Wall Joppa Park 100K
- TRAN00123_04_11_2022 Fire-Foam & Equip \$2000, Fire-New Hose Fit \$3,000, and
Fire-Protective Clothing \$3,100 to Fire-Software \$8,100
- COMM00403_04_11_2022 Annual Audit of City's FY2021 Financial Statements
- ORDR00342_04_11_2022 CPC-FY22-Supplementary Bartlet Mall-Historic Restoration
Walkway Improvements

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 28, 2022

THAT, at the recommendation of the American Rescue Plan Act (ARPA) Ad Hoc Committee, \$100,000 is hereby appropriated from the City's allocation of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to pay costs of replacing and stabilizing the walkway, which runs along the Joppa Park sea wall, including the installation of accessible paver aprons that are needed to bring the park into compliance with the Americans with Disabilities Act (ADA) standards. It is the intent that any funds remaining upon completion of this project shall be reappropriated to another project as recommended by the ARPA Ad Hoc Committee.

Councillor Bruce L. Vogel

Councillor Christine E. Wallace

In City Council March 28, 2022:

Motion to refer ORDR00333, ORDR00334, ORDR00335, and ORDR00336 collectively to Budget & Finance by Councillor Zeid, seconded by Councillor Cameron. So voted.

American Rescue Plan Act: State and Local Fiscal Recovery Funds

City of Newburyport Allocation Recommendations

March 22, 2022

ARPA Background

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) are a part of the American Rescue Plan Act (ARPA) and it delivered over \$350 billion to state, local, and Tribal governments across the country. The funds are meant to support the local response to and recovery from the COVID-19 public health emergency, and the Treasury department has allowed for significant flexibility in the use of these funds. The January 6 2022 Final Rule on the SLFRF stated that any municipality's first \$10M can be used for "Replacing Lost Public Sector Revenue," a broad category that permits most uses. Newburyport's entire allocation is under this amount, and can all be spend on this category.

Newburyport will receive \$5,466,707 total in SLFRF allocations, with the first half already received and the remaining \$2,733,353 coming in August 2022. These funds need to be obligated by December 31, 2024, and expended by December 31, 2026. An ARPA Ad Hoc Committee was convened in summer 2021 and approved an expenditure of \$1,000,000 to support the Phillips Drive Drainage Project. Mayor Reardon reconvened the Committee in February 2022 to discuss how to spend the remaining funds. The Committee is comprised of Councillors Bruce Vogel, Christine Wallace, and Sharif Zeid.

The Committee decided in their second meeting that based on the needs of the City, they should prioritize infrastructure projects for these funds. The Department of Public Services and the Mayor's Office provided the Committee a list of priority projects taken from the Capital Improvement Plan and others flagged by the Mayor's Capital Facilities Planning process. The Committee is recommending three projects for funding at this time. Should any of these projects come in under the allocated amount, the funds will be reallocated toward another infrastructure project recommended by the ARPA committee.

Recommended Projects

Streets and Sidewalks Improvements (\$1,200,000 now, \$2,400,000 total)

The City will appropriate \$2,400,000 to pay costs of maintaining and/or repairing public streets, ways, walkways, and sidewalks in accordance with years one and two of the City's five-year street and sidewalk improvement plan. Fifty percent of the appropriation will take place upon the City Council's vote, and the remaining fifty percent will take effect upon receipt of the second tranche of the City's SLFRF allocation in August 2022.

This plan was introduced to the City Council in their 3/14 Council Packet and is under consideration by the Neighborhoods and City Services Committee. The City is sharing information about the plan on its website and through social media, and has a petition program in place for residents to request reconsideration of the order of street and sidewalk repair.

Amesbury Emergency Interconnection Project (\$250,000)

The Department of Public Services has recommended approval, which was echoed by the ARPA Committee, of appropriating \$250,000 to pay costs of constructing and installing water line connection points in Newburyport and Amesbury. This will create hookups for an emergency interconnection line that will be utilized should Newburyport's water not be drinkable in the event of an algae bloom or another toxic event. Should an emergency occur, DPS will purchase the piping necessary to connect to

these connection points and install it so the City can utilize Amesbury's water until the emergency conditions have subsided. The City is completing an Intermunicipal Agreement with Amesbury so that the terms of such an arrangement are negotiated well in advance of needing to use it. Attached is a memo from Environmental Partners with more information about the project and why it has been recommended.

Joppa Park Sea Wall (\$100,000)

The Committee is recommending \$100,000 be appropriated to pay costs of replacing and stabilizing the walkway, which runs along the Joppa Park sea wall, including the installation of accessible paver aprons that are needed to bring the park into compliance with the Americans with Disabilities Act (ADA) standards. The sea wall will be stabilized using a specialized hardscape detail that is designed to prevent future degradation due to tidal action and increasingly intensified storms and tidal action of the Merrimack River. This will be supplemented by \$60,000 from the Morrill Foundation, and the ARPA funding will expedite the timeline for the project's completion. The project will go to bid after the ARPA funds are transferred and project construction can begin this season, shortly after the contractor is selected. We anticipate the project can be completed in this calendar year, as long as there are not too many delays due to supply chain issues.

Remaining Funding and Next Steps

Should these projects be funded, the City will have \$1,716,707 left to disburse after receiving its second tranche of funding. We have attached a list of potential infrastructure projects that are under consideration, as well as the full listing of costs. As stated earlier, the ARPA Committee has reached consensus that the remaining funds would best be used on infrastructure projects. These may include design costs for larger projects so that they could be made shovel ready in case of additional funding becoming available. The Committee has also discussed the possibilities of funding traffic safety projects, and the Central Waterfront Bulkhead should more funding be needed. The Committee will plan to meet after this allocation is complete to discuss the strategy on the remaining funds.

ARPA candidates

			Department or division				
Department	Contact Person	Asset Name	What type of asset is this?	maintains the asset?	If there is anything else to consider regarding this asset, please describe:	Priority Year (1-5)	Estimated Cost
DPS SEWER	Jamie Tuccolo	WATER ST	Building	SEWER	Currently being designed, this station might (should) be relocated to State property due to current proximity to Merrimac (8') and lack of access. Jamie is putting together a package of info.	1	\$1,000,000
DPS WATER	Jamie/Tom	WTP/SPRING LN	Building	WATER	SCADA, controls, water treatment etc. Upgrades phase 1	1	\$170,000
DPS WATER	Jamie/Tom	PLUM ISLAND STATION UPGRADE	Building	WATER	Chlorine booster	1	\$100,000
DPS SEWER	Jamie /Chris	WWTF/WATER ST	Building	SEWER	WWTF and sewer system resiliency plan	1	\$2,200,000
DPS SEWER	Jamie/Chris	WWTF/WATER ST	Building	SEWER	Aeration system upgrade	1	\$125,000
DPS SEWER	Jamie/Chris	WWTF/WATER ST	Building	SEWER	Effluent channel coatings repair	1	\$120,000
DPS SEWER	Jamie/Chris	WWTF/WATER ST	Building	SEWER	New clarifier FY23	1	\$590,000
DPS	Jamie Tuccolo	16 A/B/C PERRY WAY	Building	DPS	Salt shed	1	\$360,000
DPS	Jamie Tuccolo	CITY HALL	Building	DPS	City Hall roof replacement	1	\$424,250
DPS	Jamie Tuccolo	STREETS	Streets	DPS	Requests in CIP	1	\$2,000,000
DPS	Jamie Tuccolo	STREETS	Streets	DPS	Requests in CIP 2022- Phillips Drive, Hale St	1	\$4,275,000
DPS	Jamie Tuccolo	DAM	Bridge	DPS	Lower Artichoke reservoir dam improvement	1	\$500,000
DPS	Jamie Tuccolo	BRIDGES	Bridge	DPS	Plummer Spring Bridge	1	\$700,000
DPS	Jamie Tuccolo	SIDEWALKS	Sidewalks	DPS	Requests in CIP	1	\$500,000
DPS	Jamie Tuccolo	UTILITIES	Utilities	DPS	Water main replacement	1	\$250,000
DPS	Jamie Tuccolo	UTILITIES	Utilities	DPS	Indian Hill Water Line Phase 1	1	\$450,000
DPS	Jamie Tuccolo	UTILITIES	Utilities	DPS	Emergency water connection with Town of Amesbury	1	\$200,000
DPS	Jamie Tuccolo	UTILITIES	Utilities	DPS	Replace aging water, sewer and drainage systems in downtown area	1	\$1,500,000

DPS	Jamie Tuccolo	WATER	Water Supply Protection	DPS	Requests in CIP	1	\$250,000
POLICE	Mark Murray	POLICE STATION	Building	POLICE	Dispatch upgrade	1	\$475,000
PARKS	Lisë Reid	ATKINSON COMMON, LOWER	Park	PARKS	Drainage and parking safety improvements	1	\$800,000
PARKS	Lisë Reid	INN ST MALL/ BYRON'S COURT	Park	PARKS	Elevated walkway repairs	1	\$50,000
PARKS	Lisë Reid	JOPPA PARK	Park	PARKS	Walkway repairs along seawall, damage due to tidal action	1	\$100,000
HBR	Paul Hogg	CHANNEL DREDGE	Other	HBR	Channel dredge		\$150,000
PLANNING	Andy Port	BULKHEAD	Other	PLANNING	Central waterfront, east bulkhead	1	\$3,000,000

\$20,239,250



CITY OF NEWBURYPORT FY 2022

TRANSFER/APPROPRIATION REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2022 APR -5 PM 3:53

Department: Fire Department

Submitted by: Christopher J. LeClaire, Fire Chief

Date Submitted: 4/11/2022

Transfer From:

Account Name:	Fire-Foam & Equipment	Balance:	\$ 2,000.00
Account Number:	01220004-54319	Category:	\$ 55,413.28
Amount:	\$2,000.00	Trans I/O:	\$ -

Why Funds Are Available:

A surplus is anticipated in this line item at year-end.

Transfer From:

Account Name:	Fire -New Hose-Fittings	Balance:	\$ 3,000.00
Account Number:	01220004-54316	Category:	\$ 55,413.28
Amount:	\$3,000.00	Trans I/O:	\$ -

Why Funds Are Available:

A surplus is anticipated in this line item at year-end.

Transfer From:

Account Name:	Fire-Protective Clothing	Balance:	\$ 30,000.00
Account Number:	01220004-54317	Category:	\$ 55,413.28
Amount:	\$3,100.00	Trans I/O:	\$ -

Why Funds Are Available:

A surplus is anticipated in this line item at year-end.

Transfer To:

Account Name:	Fire-Software	Balance:	\$ -
Account Number:	New account	Category:	\$ 49,120.22
Amount:	\$8,100.00	Trans I/O:	\$ -

Why Funds Are Needed:

To fund the initial costs of implementing the First Due software in the Newburyport Fire Department. See attached explanatory memorandum including a summary of costs for FY22, as well as, future budget years.

Sean R. Reardon, Mayor:

Date:

4/5/22

Ethan R. Manning, Auditor:

Date:

4/5/22

City Council Action:

Newburyport Fire Department

Office of the Fire Chief

To: Mayor Reardon & the Newburyport City Council
From: Chief Christopher J. LeClaire
Date: April 5, 2022
Re: **First Due Software/Related Hardware**

The Newburyport Fire Department's data collection and generation program is hindered by the lack of 21st Century technology both in our apparatus and in our fire stations. We need to update our data collection systems so that we can improve pre-fire planning, hazard recognition and emergency response to the varied properties within our community. We currently have no way of accessing property GPS data, building plans, hazardous materials information and special information unless it is accessed by dispatch. Even there, our abilities are limited.

The FD has been researching software to assist us with day-to-day operations, emergency response, pre-planning, inspections and reports, scheduling and training. The firefighters assigned to this project have identified a program known as [First Due](#). This program is specifically designed for fire department operations and is used in many departments throughout Massachusetts, including: Peabody, Salem, Danvers, Saugus, Salisbury, Gloucester, Groveland, Georgetown, Reading, North Reading, Nahant, Haverhill, Lynn, Belmont, Arlington, Weymouth, Shrewsbury and Westborough. Other communities, such as Amesbury, Foxborough, Mansfield, Easton, Norton and Worcester are in the enrollment process.

The First Due software will allow us to have better response plans and response tactics due to immediate access to building and occupancy related data. The software allows for easy access to vital information regarding building use, hazardous materials/processes contained therein.

This software will allow us to:

- Have instant access to critical structure and occupant data at the time of response
- Pre-plan hazardous occupancies
- Update and have access to inspection records
- Track and report on fire/EMS training hours and continuing education credits

- Track and report fire prevention activity, including: inspections, permits, investigations, violations, etc.
- Track inventory
- Track apparatus and equipment maintenance records; provides work order system
- Provide access to the National Fire Incident Reporting System (NFIRS) to meet mandatory reporting requirements
- Schedule and manage personnel hours and staffing levels
- Receive real-time alerts for emergency incidents in our city and area
- Provide community access to the FD through the Community Connect program, which allows residents and business owners to interact with us through the program
- Have interoperability with neighboring departments utilizing the same software
- Access mapping and hydrant locations through GPS

This software is accessed through tablets (in the apparatus) and desktop computers (in the stations). The initial expense will be the initial partial-year agreement, the purchase of five (5) iPads with mounting hardware and monthly data plans and two (2) desktop computers. As shown on the attached cost summary, this initial investment is approximately \$8,100 for FY22. For FY23 and beyond, the estimated annual cost is \$22,200, which includes an annual subscription fee of \$20,400 plus \$1,800 for the five (5) monthly data plans through the City's existing wireless contract.

Thank you for your consideration.

**Fire Response Technology
Cost Summary**

<u>Equipment</u>	<u>Qty</u>	<u>Cost</u>	<u>Total</u>
iPads	5	\$ 800.00	\$ 4,000.00
Desktop PCs/monitors	2	\$ 1,000.00	\$ 2,000.00
Mounting hardware	5	\$ 500.00	\$ 2,500.00
Total Equipment			\$ 6,000.00

Data Plan for iPads	5	\$ 360.00	\$ 1,800.00
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Start-up cost			\$ 1,650.00
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Annual Fee			\$ 20,400.00
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FY22 Funding Need

Equipment			\$ 6,000.00
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Data Plan for 3 months			\$ 450.00
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Start-up cost			\$ 1,650.00
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Total FY22			\$ 8,100.00
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FY23 Funding Need

Data Plan for iPads			\$ 1,800.00
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Annual Fee			\$ 20,400.00
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Total FY23			\$ 22,200.00
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Total FY22 + FY23			\$ 30,300.00
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CITY OF NEWBURYPORT FINANCE DEPARTMENT

60 PLEASANT STREET
NEWBURYPORT, MA 01950
PHONE: 978-465-4404

WWW.CITYOFNEWBURYPORT.COM/FINANCE

SEAN R. REARDON
MAYOR

ETHAN R. MANNING
FINANCE DIRECTOR/CITY AUDITOR

To: President and Members of the Newburyport City Council

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

Date: April 5, 2022

Subject: Annual Audit of the City's FY2021 Financial Statements

The certified public accounting firm, Melanson, has completed the annual audit of the City's FY2021 financial statements. This audit must be performed by an independent CPA firm and is required by bond rating agencies, financial institutions, local charter and various state and federal agencies. The City's financial statements, as well as, the Popular Annual Financial Report (PAFR) can be located electronically in the "Financial Reports Center" section of the Finance Department website at: <https://www.cityofnewburyport.com/financials>.

The FY2021 audit was conducted in accordance with auditing standards generally accepted in the United States and standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. These standards require that the audit is planned and performed in order to obtain a reasonable assurance that the City's financial statements are free of material misstatements. In addition, the audit assesses the accounting principles used and significant estimates made by City management.

The scope of the audit is discussed in the independent auditor's report, which prefaces the financial statements. With respect to the FY2021 financial statements, it is the opinion of the independent auditor that they "present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Newburyport, Massachusetts, as of June 30, 2021."

The audit also includes a management report that contains recommendations for strengthening internal controls and operating efficiency. Significant progress has been made by the City in implementing the recommendations of the independent auditors. For FY2021, one prior year

recommendation was resolved and one new recommendation was added. Below is a summary of the recommendations that appear in the FY2021 management letter:

1) Improve Compensated Absences Accounting (Prior Year)

The auditors recommend that the City centralize and automate the accounting for employee compensated absences (i.e. vacation, sick time), which will increase the accuracy, efficiency, and controls over the payment of compensated absences.

The City continues to review time and attendance platforms that would automate the approval and tracking of employee compensated absences. Such platforms have been rolled out departmentally, however the City is working to streamline into one platform that could be used City-wide (with the exception of the schools).

Human Resources and Finance are currently working on testing a platform called “EasyWorkforce” that has been used by DPS for tracking employees’ time and can integrate with the City’s payroll system.

2) Improve Bank Account Reconciliations (Prior Year)

The auditors recommend that the City continue to address some lingering prior year reconciling items despite the overall number of items and the time outstanding decreasing over the past several years.

The Treasurer’s and Auditor’s offices have made strides in the current fiscal year to identify and remove prior year adjustments from bank reconciliations and continue to meet regularly to address issues. We are mindful of the need to simplify the process and have streamlined bank accounts to scale down the lengthy process of reconciling accounts. We have since implemented tailings processes and reconciling procedures into the City’s Financial Policies.

3) Consider Improving Segregation of Human Resources and Payroll Duties (Prior Year)

In the prior year, the auditors recommended the City review control activities and related monitoring activities to ensure that fundamental controls are implemented over payroll processing.

Changes to departmental processes and reporting structure were made based on this recommendation and the auditors consider this matter to be sufficiently resolved.

4) Reconcile and Maintain Investment Accounts at Fair Value (New)

With respect to the City’s trust funds, the auditors recommend that all investment accounts are reported at fair value on both the accounting records (general ledger) and treasury

records (bank accounts). Currently, adjustments are required to reflect the fair value of investments at year-end.

This recommendation is based on Governmental Accounting Standards Board Statement (GASB) No. 72, *Fair Value Measurement and Application*. The City Treasurer is working with the auditors and investment advisors to recognize, implement and monitor the investment portfolio at fair value. Accounting and treasury will continue to coordinate on the regular reconciliation of trust funds to avoid having to make adjustments at year-end to reflect any differences.

5) Prepare for Implementation of GASB Statement No. 87 (Informational)

GASB has issued Statement No. 87, *Leases*, that will apply to the City's FY2022 financial statements; a change to the way certain leases are to be accounted for. The auditors recommend that the City prepare to implement this new statement. The Finance Department is aware of this statement and is working to ensure compliance with the new guidance.

As always, please do not hesitate to contact me with any questions.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 11, 2022

That the City Council appropriate from the Community Preservation Act Community Preservation Fund Balance, in accordance with the provisions of M.G.L. Chapter 44B, additional funding for the following FY2020 project, based upon the Community Preservation Committee's recommendation. The source of funds shall be the Community Preservation Fund Balance. Said appropriation shall be considered a separate appropriation or reservation in the amount indicated [below]:

Project No.	Project Title	Applicant	Request	Recommendation
5	<u>Bartlet Mall Historic Restoration-Walkway Improvements</u>	Newburyport Parks Department & Newburyport Parks Commission	\$51,000	\$51,000

 Councillor Sharif I. Zeid
In City Council April 11, 2022:

Motion to refer to Budget & Finance by Councillor Zeid, seconded by Councillor Lane. So voted.

NEWBURYPORT COMMUNITY PRESERVATION COMMITTEE
Supplemental Recommendation for FY20 Appropriations
(Bartlet Mall Historic Restoration – Walkway Improvements)

The Newburyport Community Preservation Committee recommends that the City Council appropriate from the Community Preservation Fund Balance additional funding for the following listed FY20 project(s):

- **FY2020: Project 5:** Bartlet Mall Historic Restoration – Walkway Improvements

This supplemental funding is subject to the terms and conditions set forth in the 2019 signed Grant Agreement. Applications for all projects are available for review in the Office of Planning & Development.

Respectfully submitted by:

Community Preservation Committee Members

Michael Dissette, Chair	Jane Healey, Vice Chair
Mark Rosen	Paul Healy
Tom O'Brien	Don Walters
Don Little	Joe Morgan
Charles Griffin	

PROJECT NO. 5
Bartlet Mall Historic Restoration – Walkway Improvements

The CPC recommends the appropriation of an additional \$51,000 from the Community Preservation Fund Balance to the Newburyport Parks Department and Newburyport Parks Commission for the Bartlet Mall Historic Restoration – Walkway Improvements Project.

The CPA category for this appropriation is Historic Preservation.

Project Summary:

The Newburyport Parks Department and Newburyport Parks Commission have submitted a supplemental funding application for the Bartlet Mall Historic Restoration – Walkway Improvements Project to fund the balance needed for a contract to replace the Bartlet Mall walkway that stretches along Pond Street from Greenleaf Street to High Street. The original budget estimate, which was funded by CPC in 2020, was \$83,000. This estimate was based on a portion of the work being performed in-house. The Parks Department reports that the ability to perform this work in-house is no longer feasible, and contractor costs have risen resulting in higher overall project cost. The Parks Department recently completed a sealed bid for this project. The lowest bidder offered \$121,658.42, leaving an unfunded difference of \$38,658.42. The Parks Department has added a 10% project contingency of \$12,165.84 to the project budget giving the Parks Department a total balance needed of just under \$51,000.

The CPC voted at the meeting of 4/7/22 to recommend the appropriation of an additional \$51,000 from the Community Preservation Fund Balance.

Committee Items-April 25, 2022

General Government

In Committee:

- COMM00404_04_11_2022 KP Law Opinion RE: Property Disposition & Votes

From: Mark R. Reich <MReich@k-plaw.com>
Sent: Thursday, March 31, 2022 1:30 PM
To: Heather Shand
Cc: Ethan Manning; Richard Jones; Sean Reardon
Subject: RE: MGL Ch 44, Sec 63 - Sale of real estate proceeds

Councilor –

As I understand the circumstances, the City Council approved ORDR074_08_29_16, which addressed the disposition of the former Kelley School. The Ordinance included provisions of the transfer of the care, custody, and control of the former school property from its then-current use to the purpose of disposition by the Mayor. Please be aware that the provisions of G.L. c. 40, sec. 15A address the process for transferring municipal property, and specify a two-thirds vote requirement for such transfer. It is my understanding that this Ordinance was approved with the requisite two-thirds vote by the City Council.

As the City's Chief Financial Officer points out in the below e-mail, the proceeds derived from sale of municipal property are to be used in accordance with the provisions of G.L. c. 44, sec. 63. The intent of ORDR319_02_14_2022 is to revise the allowable use of those sale proceeds. I have not been asked to examine those uses in the context of G.L. c. 44, sec. 63, which I believe have been reviewed by the Chief Financial Officer, but have been specifically asked if passage of ORDR319_02_14_2022 requires a two-thirds vote of the City Council in the same manner as was required for passage of ORDR074_08_29_16.

In my opinion, the passage of ORDR074_08_29_16 was subject to the two-thirds vote requirement as the Ordinance involved the transfer of property from one use to another, in accordance with the provisions of G.L. c. 40, sec. 15A. The subsequent ORDR319_02_14_2022 does not address the issue of property disposition and the transfer of interests, but instead deals with the use of proceeds obtained from the disposition of the subject property. In my opinion, the transfer of property was appropriately addressed through passage of ORDR074_08_29_16 by a two-thirds majority vote. In my further opinion, ORDR319_02_14_2022, addressing and amending the use of proceeds, does not itself involve the transfer of the subject property and so is subject to a simple majority vote requirement for passage.

I hope this discussion is helpful in resolving this issue. Please let me know if you have any further questions or concerns.

Thank you.

Mark

Mark R. Reich, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 556 0007

F: (617) 654 1735

mreich@k-plaw.com

www.k-plaw.com

Committee Items-April 25, 2022

Neighborhood & City Services

In Committee:

- ODNC102_11_08_2021 Ch. 17 Stormwater Management Revisions

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Introduced November 8, 2021

As Amended in committee on April 12, 2022

ORDERED:

AN ORDINANCE OF THE CITY COUNCIL TO UPDATE SECTIONS OF CHAPTER 17 STORMWATER MANAGEMENT

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

THAT the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended for Chapter 17 – Stormwater Management as follows for the specific sections noted here; 17-1 – Authority, Section 17-2 – Definitions (formerly Section 17-3), Section 17-3 – Purposes, Objectives and Intent (formerly Section 17-2), Section 17-4 - Applicability, Section 17-6 - Regulations, Section 17-8 – Prohibited Activities, Section 17-9 - Exemptions, Section 17-11 – Notification of Spills, Section 17-12 – Permit Required, Section 17-13 – Exemptions and Section 17-14 - Waivers. These amendments are to read as follows, with deletions ~~double-stricken through and italicized~~, and additions double-underlined and italicized:

Sec. 17-1. - Authority.

This chapter is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution, the Home Rule statutes, and pursuant to M.G.L. c. 83, §§ 1, 10, and 16, as amended by St. 2004, c. 149, §§ 135-140, and pursuant to the regulations of the Federal Clean Water Act (40 CFR 122.34).

Sec. 17-~~23~~. - Definitions.

Best Management Ppractice (BMP) An activity, procedure, restraint, or structural or nonstructural improvement that helps to reduce the quantity or improve the quality of stormwater runoff.

Certified Professional in Erosion and Sediment Control (CPESC). A certified specialist in soil erosion and sediment control. This certification program, sponsored by the Soil and Water Conservation

Society in cooperation with the American Society of Agronomy, provides the public with evidence of professional qualifications.

Discharge of pollutants. The addition from any source of any pollutant or combination of pollutants into ~~a the municipal storm drainage system~~ or into the waters Waters of the United States or Commonwealth of Massachusetts from any source.

Erosion and Sediment Control Plan. A document containing narrative, drawings, and details developed by a Massachusetts Registered Professional Engineer (P.E.) or a Certified Professional in Erosion and Sediment Control (CPESC), which includes BMPs, or equivalent measures designed to control surface runoff, erosion and sedimentation during pre-construction and construction-related land disturbances. The plan is required as part of the application for a stormwater management permit.

Illicit connection. A surface or subsurface drain or conveyance, which allows an illicit discharge into ~~the municipal a~~ storm drainage system, including without limitation sewage, process wastewater, or wash water and any connections from indoor drains, sinks, or toilets, regardless of whether said connection was previously allowed, permitted, or approved before the effective date of this chapter.

Illicit discharge. Direct or indirect discharge to ~~a the municipal storm drainage system~~ that is not composed entirely of stormwater, except as exempted in section 17-9. The term does not include a discharge in compliance with a NPDES Stormwater Discharge Permit or a Surface Water Discharge Permit, or resulting from ~~fire fighting~~ fire fighting activities exempted pursuant to section 17-9.

Land disturbance. Any action that causes a change in the position, location, or arrangement of the land such as, soil, sand, rock, gravel, or similar earth material.

Low Impact Development (LID). Systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat.

Massachusetts DEP Stormwater Management Policy Standards. The ~~policy performance standards~~ as further defined by the Massachusetts Stormwater Handbook, issued by the department of environmental protection, and as amended, that coordinates the requirements prescribed by state regulations promulgated under the authority of the Massachusetts Wetlands Protection Act M.G.L. c. 131 § 40 and Massachusetts Clean Waters Act M.G.L. c. 21, § 23-56. ~~The policy addresses stormwater impacts through implementation of performance standards to reduce prevent or prevent-reduce pollutants from reaching water bodies and control the quantity of runoff from a site. In January 2008, this policy was incorporated into the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.00 et seq).~~

MS4 Permit — United States Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) general permits for stormwater discharges from small municipal separate storm sewer systems (MS4) in Massachusetts.

Municipal separate storm sewer system (MS4) or municipal storm drainage system. ~~A~~ The system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by the city.

Nonstormwater discharge. Discharge to ~~a the municipal storm drainage system~~ not composed entirely of stormwater.

Operation and maintenance plan. A plan setting up the functional, financial, and organizational mechanisms for the ongoing operation and maintenance of a stormwater management system to ~~insure~~ ensure that it continues to function as designed.

Owner A person with a legal or equitable interest in property.

Ordinance. Refers to chapter 17, stormwater management ordinance of the "Code of Ordinances of the City of Newburyport, Massachusetts".

Pollutant. Any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any ~~sewage treatment works~~ stormwater drainage system or waters of the Commonwealth of Massachusetts. Pollutants shall include without limitation:

- (g) Dissolved and or toxic particulate metals;
- (i) Rock, sand, salt, soils, sediment;

Redevelopment. Development, rehabilitation, expansion, demolition, construction, land alteration or phased projects that disturb the ground surface, ~~including increase the impervious area surfaces, on~~ previously developed sites. The creation of new areas of impervious surface or new areas of land disturbing activity on a site constitutes development, not redevelopment, even where such activities are part of a common plan which also involves redevelopment. Redevelopment includes maintenance and improvement of existing roadways including widening less than a single lane, adding shoulders, correcting substandard intersections, improving existing drainage systems and repaving; and remedial projects specifically designed to provide improved stormwater management such as projects to separate storm drains and sanitary sewers and stormwater retrofit projects. For purposes of this chapter redevelopment shall apply to both upland and land under the jurisdiction of the Wetlands Protection Act.

Storm Drainage System — A stormwater system comprised of all features and components, in its entirety to the final discharge into Waters of the Commonwealth, including, but not limited to, the collection systems (eg. catch basins, gutter inlets), treatment and attenuation systems (eg water quality unit, detention/retention pond, infiltration unit), conveyance systems (eg swales, pipes, culverts, roadway gutters, pumping stations) to the final discharge into Waters of the Commonwealth of Massachusetts.

Stormwater Management Plan. A plan required as part of the application for a stormwater management permit.

~~*Stormwater.* Stormwater runoff, snow melt runoff, and surface water runoff and drainage.~~

Surface water discharge permit. A permit issued by the department of environmental protection (DEP) pursuant to 314 CMR 3.00 that authorizes the discharge of pollutants to Waters of the Commonwealth of Massachusetts.

Toxic or hazardous material or waste. Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous materials include any synthetic organic chemical, petroleum product, heavy metal, radioactive or infectious waste, acid and alkali, and any substance defined as Toxic or Hazardous under M.G.L. c. 21C and c. 21E, and the regulations at 310 CMR 30.000 and 310 CMR 40.0000.

Waters of the Commonwealth of Massachusetts. All waters within the jurisdiction of the Commonwealth of Massachusetts, including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, ~~coastal~~ coastal waters, and groundwater.

Wetlands. Coastal and freshwater wetlands, including wet meadows, marshes, swamps, and bogs, as defined and determined pursuant to M.G.L. c. 131, § 40 and 310 CMR 10.00 et seq.

Sec. 17-32. - Purposes, objectives and intent.

Increased and contaminated stormwater runoff is a major cause of impairment of water quality and flow in lakes, ponds, streams, rivers, wetlands and groundwater; contamination of drinking water supplies; alteration or destruction of aquatic and wildlife habitat; and flooding. Regulation of illicit connections and discharges to a the municipal storm drainage system is necessary for the protection of the city's water bodies and groundwater, and to safeguard the public health, safety, welfare and the environment.

The purposes, objectives and intent of this chapter are as follows:

(a) *Detection and elimination of illicit discharges, connections and/or obstructions.*

- (1) To minimize adverse impacts resulting from stormwater runoff;
- (2) To prevent pollutants from entering storm drainage systems the city's municipal separate storm sewer system (MS4) and Waters of the Commonwealth of Massachusetts;
- (32) To prohibit illicit discharges, connections and obstructions to the storm drainage systemsMS4;
- (43) To require the removal of all such illicit discharges, connections and/or obstructions;
- (54) To comply with state and federal statutes and regulations relating to stormwater discharges; and
- (65) To establish the legal authority to ensure compliance with the provisions of this chapter through inspection, monitoring, and enforcement.

(b) *Control of construction and post-construction run-off.*

- (4) To encourage require that the use of nonstructural stormwater management practices or (i.e., "low-impact development" practices(LID) and numerous related BMPs) are incorporated into the design", wherever practicable;
- (6) To prevent pollutants from entering the city's municipal separatea storm sewer drainage system and Waters of the Commonwealth.(MS4).

Sec. 17-4. - Applicability.

- (1) Municipal separate storm sewer system (MS4)Storm drainage systems and Waters of the Commonwealth of Massachusetts. This chapter shall apply to flows all stormwater entering a storm drainage system or entering, directly or indirectly, into the city's municipal separate storm sewer system (MS4) and the Waters of the Commonwealth of Massachusetts, except as explicitly exempted in this chapter or where the department of public services has issued a waiver in accordance with Sec. 17-14.
- (2) Construction and post-construction activities. ~~Any~~ This chapter applies to any construction and/or land-disturbance activity, including clearing, grading, and excavation that will disturb equal to or greater than ten thousand (10,000) square feet of land or will disturb less than ten thousand (10,000) square feet of land but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than ten thousand (10,000) square feet of land in the City of Newburyport.

After the initial common plan construction activity is completed for a particular parcel, any subsequent development or redevelopment of that parcel would be regarded as a new plan of development. For example, after a house is built and occupied, any future construction on that lot (e.g., reconstructing after fire, adding a pool or parking area, etc.), would stand alone as a new common plan for purposes of calculating area disturbed to determine if a stormwater management permit is required. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or the original purpose of the site.

Sec. 17-6. - Regulations.

The department of public services may adopt and periodically amend rules and regulations, not inconsistent herewith, to effectuate the purposes of this chapter. Said regulations may include, but shall not be limited to provisions regarding: Administration; application requirements and fees; permitting procedures and requirements; design standards; surety requirements; inspection and site supervision requirements; waivers and exemptions; and enforcement procedures. ~~Said~~ These regulations shall be adopted within ninety (90) days of the effective date of this chapter in consultation with the stormwater advisory committee appointed by the mayor which must include a representative from the department of public services, the office of planning and development and the health department. Failure by the department of public services to adopt such rules and regulations or a legal declaration of their invalidity by a court of law shall not have the effect of suspending or invalidating this chapter.

Sec. 17-7. - Enforcement.

The department of public services shall enforce this chapter and any regulations, orders, violation notices, enforcement orders and permit conditions on behalf of the ~~city, and~~ city and may pursue all civil and criminal remedies for such violations pursuant thereto.

(2) Criminal Penalty. Any person who violates any provision of this chapter and/or any regulations, orders, violation notices, enforcement orders and permit conditions issued hereunder, shall be punished by a fine of \$300. Each day or part thereof that such violation occurs or continues to occur by failure to comply with an order or notice from the Department of Public Services shall constitute a separate violation.

(32) Orders.

a. The department of public services may issue a written order to enforce the provisions of this chapter and any regulations, orders, violation notices, enforcement orders and permit conditions hereunder, which may include requirements to:

(i) Cease and desist from construction or land disturbance until there is compliance with this chapter, and an approved Sstormwater Mmanagement Ppermit, including the Sstormwater Mmanagement Pplan and the Eerosion and Ssediment Ccontrol Pplan;

(v) Elimination of illicit discharges, connections and/or obstructions to a storm drainage system~~the MS4~~;

(vi) ~~Performance~~ Elimination of discharges to a storm drainage system or, directly or indirectly, into a watercourse or into the waters of the commonwealth of monitoring, analyses, and reporting;

(3) ~~Criminal Penalty.~~ Any person who violates any provision of this chapter and/or any regulations, orders, violation notices, enforcement orders and permit conditions issued hereunder, shall be punished by a fine of three hundred dollars (\$300.00). Each day or part thereof that such violation occurs or continues to occur by failure to comply with an order or notice from the department of public services shall constitute a separate violation.

(4) Non-criminal disposition. As an alternative to criminal prosecution or civil action, the city may elect to utilize the noncriminal disposition procedure set forth in M.G.L. c. 40, § 21D and adopted by the city as a general ordinance [†] in which case the department of public services of the city shall be the enforcing person. The penalty for the 1st violation (failure to comply with an order or notice from the department of public services) shall be one hundred dollars (\$100.00). The penalty for the 2nd violation shall be two hundred dollars (\$200.00). The penalty for the 3rd and subsequent offenses shall be three hundred dollars (\$300.00). Each day or part thereof that such violation occurs or continues to occur shall constitute a separate offense.

(6) Appeals. Decisions or orders of the director of public services and department of public services shall be final. Further relief of a decision made under this chapter shall be reviewable in Superior Court in an action filed in accordance with M.G.L. c. 249, § 4.

(7) Remedies not exclusive. The remedies listed in this section are not exclusive of any other remedies available under any applicable federal, state or local law.

ARTICLE II. - NON-STORMWATER DISCHARGES, CONNECTIONS AND OBSTRUCTIONS

Sec. 17-8. - Prohibited activities.

(a) Illicit discharges. No person shall dump, discharge, spill, cause or allow to be discharged any pollutant or non-stormwater discharge into the ~~municipal separate~~ storm sewer drainage system (MS4), onto an impervious surface directly connected to a storm drainage system, or, directly or indirectly, into a watercourse, or into the waters of the Commonwealth of Massachusetts.

- (b) *Illicit connections.* No person shall construct, use, allow, maintain or continue any illicit connection to ~~the municipal~~ storm drainage system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.
- (c) *Obstruction of municipal storm drainage system.* No person shall obstruct or interfere with the normal flow of stormwater into or out of the municipal storm drainage system without prior written approval from the department of public services.

Sec. 17-9. - Exemptions.

The following exemptions are applicable to section 17-8:

- (a) Discharge or flow resulting from ~~fire fighting~~ fire fighting activities.
- (b) The following non-stormwater discharges or flows are exempt from the prohibition of non-stormwaters provided that the source is not a significant contributor of a pollutant to a the municipal storm drainage system or, directly or indirectly, the Waters of the Commonwealth of Massachusetts:

Sec. 17-11. - Notification of spills.

Notwithstanding other requirements of local, state or federal law, as soon as a person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of or suspects a release of materials at that facility or operation resulting in or which may result in discharge of pollutants to a storm ~~the municipal~~ drainage system or Waters of the Commonwealth of Massachusetts, the person shall take all necessary steps to ensure containment, and cleanup of the release. In the event of a release of oil or hazardous materials, the person shall immediately notify the fire and police departments, health department, and the department of public services. In the event of a release of nonhazardous material, the reporting person shall notify the department of public services no later than the next business day. The reporting person shall provide to the department of public services written confirmation of all telephone, facsimile or in-person notifications within three business days thereafter. If the discharge of prohibited materials is from a commercial or industrial facility, the facility owner or operator of the facility shall retain on-site a written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

ARTICLE III. - CONSTRUCTION AND POST CONSTRUCTION STORMWATER MANAGEMENT OF NEW DEVELOPMENTS AND REDEVELOPMENTS

Sec. 17-12. - Permit required.

No person may undertake any construction and/or land-disturbance activity (as defined stated in subsection 17-4(2), "applicability"), without first obtaining a including clearing, grading, and excavation that will disturb equal to or greater than ten thousand (10,000) square feet of land or will disturb less than ten thousand (10,000) square feet of land but is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than ten thousand (10,000) square feet of land in the City of Newburyport without a stormwater management permit from the department of public services pursuant to this Article ~~this chapter~~ and regulations promulgated hereunder.

Sec. 17-13. - Exemptions.

The following exemptions are applicable to section 17-12:

- (3) Maintenance of existing landscaping, gardens or lawn areas associated with a single family ~~single-family~~ dwelling that will not alter existing terrain or drainage patterns;

Sec. 17-14. - Waivers.

The following exemptions are applicable to section 17-12:

- (a) The director of public services may waive strict compliance with any requirement of section 17-12, or the rules and regulations promulgated hereunder, where:
- (1) allowed by federal, state and local statutes and/or regulations;
 - (2) is such action is in the public interest; and
 - (3) is not inconsistent with the purpose and intent of this chapter; and

Councillor Afroz K. Khan

In City Council November 8, 2021:

Motion to refer to Neighborhood & City Services by Councillor Khan, seconded by Councillor Wallace. So voted.

In City Council December 13, 2021:

Motion to invoke Rule 7H to move collectively to the next City Council Session by Councillor Connell, seconded by Councillor Devlin. So voted.

Committee Items-April 25, 2022

Planning & Development

In Committee:

- COMM00382_01_31_2022 Update from Global re 107 State Street
- APPT00305_03_14_2022 Dan Mello 2 B Fulton St. Waterfront Trust 3/31/2027

Richard Jones

From: Jeffrey Roelofs <jlr@roelofslaw.com>
Sent: Wednesday, March 30, 2022 9:17 AM
To: Richard Jones
Cc: jenniedonahue2021@gmail.com; Andrew Port; Jennifer Blanchet; Jeffrey T. Blake; Councillor Shand; Sean Reardon; Jaclyn Harrison; Sean Geary; Steve Barakian; Ryan Lawlor; Dino DeThomas; Jeffrey Roelofs
Subject: Global - Site Conditions After Tank Pull

Richard:

As requested at Monday's City Council meeting, I am writing to clarify the anticipated condition of Global's property after it has pulled the tanks and implemented any required remediation measures to accomplish the residential cleanup standards. The plan is (1) to bring the site to grade with stone – avoiding exposed soils that would be prone to erosion during rain events, and (2) to leave the building and sign in place to be conveyed with the property to the buyer.

Global will be coordinating with the Fire Department as related to the planned tank pull and will provide notice of the work to City representatives and immediate neighbors prior to commencement. Data collected during these activities will be compiled in reports to be submitted to MassDEP. Global will also provide copies of those reports to City representatives.

Please circulate this to all Councilors and let me know if you or the Councilors have any follow-up questions.

Thank you,

Jeff

Jeffrey L. Roelofs
LAW OFFICES OF JEFFREY L. ROELOFS, P.C.
44 Merrimac Street
Newburyport, MA 01950
Tel (978) 462-7600 | Fax (978) 462-7610
jlr@roelofslaw.com | www.roelofslaw.com

From: Jaclyn Harrison <jaclyn.harrison@globalp.com>
Sent: Thursday, March 17, 2022 9:03 AM
To: Richard Jones
Cc: Jeffrey Roelofs; Sean Geary; Steve Barakian; Ryan Lawlor; Dino DeThomas; jenniedonahue2021@gmail.com; Andrew Port; Jennifer Blanchet; Jeffrey T. Blake; Councillor Shand; Sean Reardon
Subject: Global Efforts Related to Potential Residential Use of Property - March 2022 Update

Hi 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 continue to make meaningful progress with ExxonMobil. They are in the process of drafting the deed modification agreement consistent with our earlier updates.
2. The 107 State St, Newburyport property has been listed for sale with an area broker since February 22. The property is being advertised for residential use, pending the successful modification of the ExxonMobil deed restriction. To date, Global Partners has received multiple offers, and we are working with the broker to actively engage with the prospective buyers regarding potential sale terms and proposed scope of each buyer's anticipated redevelopment. Once we identify the prospective offer Global is interested in pursuing, we will encourage the selected prospective buyer to meet with Newburyport officials to discuss their redevelopment plans.

Jeff Roelofs, Ryan Lawlor, and I will be attending the March 28 City Council Meeting in person.

Thanks,

Jaclyn Harrison
Corporate Communications & PR Manager

C 774.463.7130 | W www.globalp.com
Global Partners LP | 800 South Street, Suite 500 | Waltham, MA 02453



From: Jaclyn Harrison <jaclyn.harrison@globalp.com>
Sent: Friday, February 11, 2022 4:42 PM
To: Richard Jones
Cc: Jeffrey Roelofs; Sean Geary; Steve Barakian; Ryan Lawlor; Dino DeThomas; jenniedonahue2021@gmail.com; Andrew Port; Jennifer Blanchet; Jeffrey T. Blake; Councillor Shand; Sean Reardon
Subject: Global Efforts Related to Potential Residential Use of Property - February 2022 Update

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. ExxonMobil

- ExxonMobil has completed their environmental review and has agreed to lift the deed restriction against residential uses without limitation.
- ExxonMobil will require some additional requirements on any residential development, such as vapor barrier controls under any building and any planned landscaped areas and additional safeguards in the event any basement-level areas are contemplated.
- ExxonMobil is willing to finalize the deed modification **without** reviewing final plans for residential development, which deed modification can be held in escrow prior to the redevelopment of the site. This is a significant win for Global – in other similar projects, ExxonMobil has wanted to see final development plans before agreeing to deed modification.
- ExxonMobil has instructed their attorneys to begin preparing deed modification language.

2. Sale of Property

- Global was unable to finalize an acceptable listing agreement with the initial broker.
- Global is working with a new broker, and the broker's counsel is reviewing the listing agreement. The expectation is that the listing agreement will be finalized in the next week or so.

Regards,

Jaclyn Harrison

Corporate Communications & PR Manager

C 774.463.7130 | W www.globalp.com
Global Partners LP | 800 South Street, Suite 500 | Waltham, MA 02453



From: Jaclyn Harrison <jaclyn.harrison@globalp.com>
Sent: Monday, January 10, 2022 11:23 AM
To: Richard Jones
Cc: Jeffrey Roelofs; Sean Geary; Stacey Hickey; Steve Barakian; Ryan Lawlor; Dino DeThomas; jenniedonahue2021@gmail.com; Andrew Port; Jennifer Blanchet; Jeffrey T. Blake; Councillor Shand; Sean Reardon
Subject: Global Efforts Related to Potential Residential Use of Property - January 2022 Update

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

C 774.463.7130 | W www.globalp.com

Global Partners LP | 800 South Street, Suite 500 | Waltham, MA 02453





RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2022 MAR -8 AM 11:40

CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
SEAN REARDON, MAYOR
60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX
WWW.CITYOFNEWBURYPORT.COM

To: President and Members of the
City Council

From: Sean Reardon, Mayor

Date: March 8, 2022

Subject: Re-Appointment

I hereby reappoint, subject to your approval the following named individual as a member of the Waterfront Trust. This term will expire on March 31, 2027.

Dan Mello
2B Fulton Street
Newburyport, MA 01950

Dan Mello

SUMMARY OF RELATED EXPERIENCE

Dan Mello helps states and districts transform their data systems to promote systematic and high-quality data collection, management, and use for the improvement of outcomes to meet and exceed federal requirements. He leads with expert technical and adaptive skills to bring collaborators together to address the most pressing issues of the day with an eye toward systemic change. In his technical assistance work Dan identifies needs in fiscal and program IDEA data systems, aligns resources, plans technical assistance and delivers center resources to meet states' technical and adaptive needs.

For the past 8 years, Dan has focused on the improvement of IDEA data systems. Currently he co-leads a subcontract for the IDEA Data Center (IDC), where he provides expertise on the IDEA Part B Data System Framework, IDEA Section 618 data processes, IDEA Section 618 and Section 616 public reporting, and data visualization. Similarly Dan leads the subcontract for the Center for Integration of IDEA Data (CIID) and leads the team's targeted and universal technical assistance efforts to build capacity for data systems integration.

In addition to his IDEA data work, through the Regional Education Laboratories, Dan has also supported state and district leadership to plan and implement systemic improvements to address emerging data quality challenges, such as English learner, social-emotional ("soft") skills, and project-based learning data. Further, Dan has a rich history of providing evaluation and monitoring services. Currently, he serves as a lead monitor for the Department of Education's Charter School Program (CSP) Monitoring grant, where he ensures programmatic and fiscal accountability among CSP grantees.

EDUCATION

2008 BS, Mathematics, Northeastern University

PROFESSIONAL EXPERIENCE

2008–Present

Senior Research Associate, Special Education Policy & Practice
WestEd, San Francisco, CA

Dan's work to lead/co-lead the subcontracts for CIID and IDC has ensured effective collaboration among staff to deliver high quality support to state offices of special education

across the country. Dan has managed resources to ensure quality support to states that are improving opportunities for students with disabilities using IDEA data.

As the lead of the CIID targeted and universal TA efforts Dan has brought together experts to prepare states for major data system integration efforts. In his role as a technical assistance provider for IDC, Dan has collaborated with his colleagues to develop and implement the Part B Data Systems Framework. Further, in his work, Dan has facilitated intensive technical assistance services – helping states identify needs, aligning center resources, and building teams to deliver high quality support.

In his work as a TA Facilitator on the Center for IDEA Fiscal Reporting, Dan builds state technical capacity to address federal fiscal reporting requirements and challenges that have arisen due to pandemic conditions. Dan's most recent work addresses the need for standardization and integration of IDEA fiscal and programmatic data.

2017-Present

Lead Monitor, Charter School Monitoring Program

WestEd, San Francisco, CA

As Lead Monitor, Dan has worked for 4 years under project management to plan, implement, and report on monitoring for innovating and expanding charter schools, charter management organizations, and SEAs supporting the development and expansion of charters in their states. Dan works with organizations to understand grant program and fiscal implementation through document review and extensive interviewing and analysis. Dan leads teams to develop reports for the U.S. Department of Education.

2008-2018

Technical Assistance Provider, Regional Education Laboratory, REL-Northeast and Islands and REL-Mid Atlantic, funded by U.S. Department of Education, National Center for Education Evaluation and Regional Assistance

WestEd, San Francisco, CA

In this work, Dan engaged educators to bridge education research and practice. Dan successfully facilitated collaborative partnerships to develop and deliver onsite and virtual technical assistance to improve data in emergent education fields such as equity for English Learners, social emotional (soft-) skills, early learners, and proficiency based learning portfolios. To accomplish this, Dan developed expertise and led using the Common Education Data Standards to promote data alignment and data quality.

SELECTED PUBLICATIONS AND PRESENTATIONS

Edora, F., Mello, D., Johnson, L. (2018) Part B Indicator Data Display Wizard (for of Special Education Programs, U.S. Department of Education). Rockville, MD: IDEA Data Center.

Mello, D., Long, T. (2018) Local APR Public Reporting Infographic (for of Special Education Programs, U.S. Department of Education). Rockville, MD: IDEA Data Center

Mello, D., Wise, L. (2016), IDEA Section 618 Public Reporting Checklist (for of Special Education Programs, U.S. Department of Education). Rockville, MD: IDEA Data Center

Mello, D., Watson, M., Lysy, C. (2015) IDEA Section 618 Public Reporting Requirements (for of Special Education Programs, U.S. Department of Education). Rockville, MD: IDEA Data Center

Henry, S. F., Mello, D., Avery, M.-P., Parker, C., & Stafford, E. (2017). Home Language Survey Data Quality Self-Assessment (REL 2017–198). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Northeast & Islands. Retrieved from <http://ies.ed.gov/ncee/edlabs>.

Petrosino, A., and Mello, D. (2014). "Institutional Review Boards" Encyclopedia of Criminal Justice Ethics (as edited by Bruce A. Arrigo, University of North Carolina, Charlotte)

Bocala, C., Morgan, C., Mundry, S., and Mello, D. (2010). Do states have certification requirements for preparing general education teachers to teach students with disabilities? Experience in the Northeast and Islands Region (Issues & Answers Report, REL 2010 – No. 090). Washington, DC: US Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Northeast and Islands. Retrieved from <http://ies.ed.gov/ncee/edlabs>

Bocala, C., Mello, D., Reedy, K., and Lacireno-Paquet, N. (2009). Features of state response to intervention initiatives in Northeast and Islands Region states (Issues & Answers Report, REL 2009 – No. 083). Washington, DC: US Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Northeast and Islands. Retrieved from <http://ies.ed.gov/ncee/edlabs>

Committee Items-April 25, 2022

Public Safety

In Committee:

- APPL00068_04_11_2022 Flag Day 5K June 11th 4-8 pm
- APPL00069_04_11_2022 Newburyport Pioneer League Tag Day May 7th 9am-1pm
- APPL00070_04_11_2022 Spring Fest Chamber of Commerce May 14th-15th 10am-8pm
- ORDR00339_04_11_2022 Authorizing Agreement between City and Daily News re Lot

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax: 2022 MAR 31 PM 1:20

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: Flag Day 5KDate: Saturday June 11, 2022 Time: from 4PM to 8PMRain Date: None Time: from _____ to _____2. Location*: Cashman Park

*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Soccer Field Public ☒ Private _____4. Name of Organizer: 1st Lt. Derek Hines Soldiers Fund City Sponsored Event: Yes _____ No ☒

Contact Person

Address: Steven Hines Telephone: 617 700-6980E-Mail: hin57@comcast.net Cell Phone: _____Day of Event Contact & Phone: Steve Hines 617 799-69805. Number of Attendees Expected: 1000-14006. MA Tax Number: #26-07527827. Is the Event Being Advertised? Yes Where? Social Media and newspaper8. What Age Group is the Event Targeted to? All ages9. Have You Notified Neighborhood Groups or Abutters? Yes ☒ No _____, Who? Residents along the route**ACTIVITIES:** (Please check where applicable.) Subject to Licenses & Permits from Relevant City DepartmentsA. Vending: Food ☒ Beverages ☒ Alcohol ☒ Goods _____ Total # of Vendors 4B. Entertainment: (Subject to City's Noise Ordinance.) Live Music ☒ DJ _____ Radio/CD _____Performers _____ Dancing _____ Amplified Sound ☒ Stage ☒

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

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

1st Lt Derek Hines Soldiers Fund

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

54 Ferry Rd Newburyport 617 799-6980

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

Same as above

4. Date of Event: June 11 Saturday Expected Number of Participants: 1000-1400

5. Start Time: 4 PM Expected End Time: 5 PM

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): Cashman Park, left on Merrimac St to Jefferson, up Jefferson, left on High St to Kent St, left on Kent to Washington, left on to the rail trail back to Cashman Park.

7. Locations of Water Stops (if any): Top of Jefferson St and Washington St

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

9. Formation Location & Time for Participants: Cashman Park 3 PM

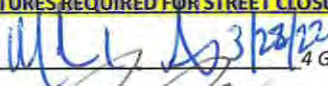
10. Dismissal Location & Time for Participants: Cashman Park 4 PM

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 _____

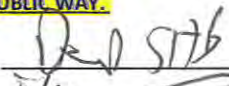
APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY.

CITY MARSHAL



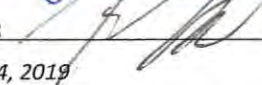
4 Green St.

FIRE CHIEF



0 Greenleaf St.

DEPUTY DIRECTOR



16A Perry Way

CITY CLERK



60 Pleasant St.

Updated March 14, 2019

3/31/22

If yes:

- a) How many trash receptacles will you be providing? 15
- b) How many recycling receptacles will you be providing? 15
- c) Will you be contracting for disposal of : **Trash** Yes X No **Recycling** Yes X No
- i. If yes, size of dumpster(s): **Trash** X **Recycling** X
- ii. Name of disposal company: **Trash** Mello **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)

10 Standard # 2 ADA accessible

Name of company providing the portable toilets: Red's

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

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

Signed: Steve Kimis Date: 3/30/22

DEPARTMENT APPROVAL (for Committee Member use only):

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

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

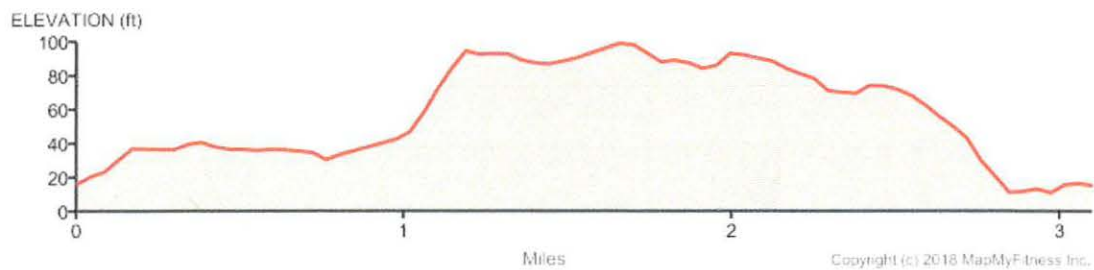
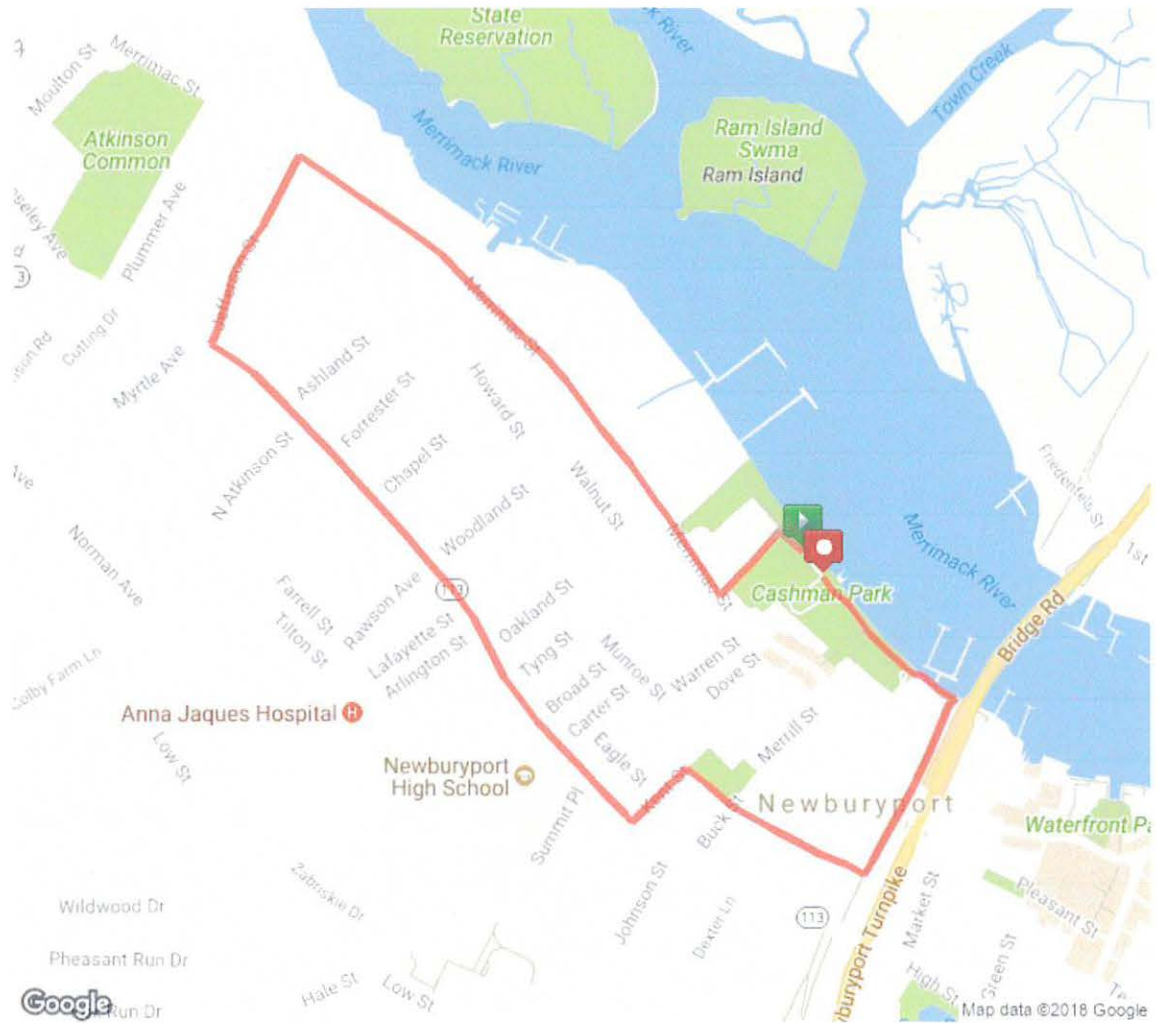
Flag Day 5K

Distance: 3.10 mi

Elevation Gain: 93 ft

Elevation Max: 100 ft

Notes



0.00 mi	Head northwest on Sally Snyder Way
0.04 mi	Turn left to stay on Sally Snyder Way
0.16 mi	Turn right onto Merrimac St
1.01 mi	Turn left onto Jefferson St
1.25 mi	Head south on Jefferson St toward High St
1.30 mi	Turn left onto High St
2.18 mi	Turn left onto Kent St
2.28 mi	Turn right onto Washington St Destination will be on the right
2.32 mi	Head southeast on Washington St toward Buck St
2.57 mi	Turn left at Clipper City Rail Trail
2.59 mi	Head northeast
2.84 mi	Head northeast
2.84 mi	Turn left
2.93 mi	Head northwest toward Sally Snyder Way
3.07 mi	Continue onto Sally Snyder Way
3.10 mi	Destination

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.1
For coursework completed on March 30, 2022
provided by Health Communications, Inc.
is hereby granted to:

Derek LeClair

Certification to be sent to:

Black Cow Tap & Grill

80 Merrimac St

Newburyport MA. 01950-2533 USA

HCI

HEALTH COMMUNICATIONS, INC.

The eTIPS On Premise 3.1 course is a trademark of Health Communications, Inc.



Vendors Area 1:

- Newburyport Five Cents
- Grit
- Institution for Savings

Vendors Area 2:

- Xfinity
- Veterans Coffee Social
- Refresh IV
- Veterans Trailer





One-Day Use Permit Application

Applicant Information

Name of organization 1st Lt. Derek Hines Fund
Contact name Steven Hines
Address 54 Ferry Rd.
City Newburyport
State MA Zip 01950
Phone 617-799-6980 Fax _____
Email hin57@comcast.net

Scheduling Information

Date of Application 3/16/22

We request use of:

- ☐ Atkinson Common
☐ Atwood Park
☐ Garrison Gardens
☐ Bartlet Mall
☐ Brown Square
☒ Cashman Park
☐ Basketball ☐ Tennis ☐ Ball field ☒ Soccer
☐ Cherry Hill Athletic Fields
☐ Clipper City Rail Trail
☐ Cornelius Doyle Triangle
☐ Cushing Park

- ☐ Inn Street
☐ Jason Sawyer Playground
☐ Joppa Park
☐ March's Hill
☐ Market Square/Bullnose
☐ Moseley Woods Pavilion
☐ Moulton Square
☐ Newburyport Skate Park
☐ Patrick Tracy Square
☐ Perkins Park
☐ Basketball ☐ Tennis ☐ Ball field
☐ Woodman Park
☐ Other _____

Dates/days requested June 11, 2022

Time slot requested 12 - 8 PM
(1 1/2 hour blocks)

Activity Road race Number of attendees 1000

Authorized Applicant Signature Steve Hines

FOR INTERNAL USE ONLY

Approval is contingent upon approval from the following authorities:

- ☒ Health Department IF SELLING FOOD
☐ Fire Department
☒ Police Department
☒ Licensing Commission IF SELLING ALCOHOL
☒ City Council IF IMPACTING PUBLICWAY
☒ Harbormaster

ADDITIONAL COMMENTS:

NO TENTS, STAKES OR
VEHICLES OF ANY KIND ON FIELD.
NO EXCEPTIONS. SEE INSURANCE
REQUIREMENT

**ALL APPLICATIONS MUST INCLUDE A CURRENT CERTIFICATE OF
INSURANCE NAMING THE CITY AS INSURED IN THE
AMOUNT OF TWO MILLION DOLLARS.**

Submit completed form to
Newburyport Parks Dept
60 Pleasant Street
Newburyport, MA 01950
parks@cityofnewburyport.com
978-465-4462

See page 2 for Rules and Regulations and contacts for use of other parks and recreational facilities

For Parks Commission Use	
Date reviewed	<u>9-28-22</u>
Approved	<input checked="" type="checkbox"/>
Rejected	<input type="checkbox"/>
Comments	<u>SEE ABOVE</u>
Donation received _____	

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

2022 APR -5 PM 2:29

NAME OF EVENT: Newburyport Pioneer League Tag Day

Date: May 7 Time: from 9a to 1p

Rain Date: _____ Time: from _____ to _____

2. Location*: 10 local businesses

*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: Will be standing in front of local businesses Public _____ Private _____

4. Name of Organizer: Newburyport Pioneer League City Sponsored Event: Yes _____ No ☒

Contact Person

Address: Jackie Savastira Telephone: (860) 280-7811

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

Day of Event Contact & Phone: Jackie Savastira

5. Number of Attendees Expected: any shoppers

6. MA Tax Number: 22-2494469

7. Is the Event Being Advertised? yes Where? Pioneer League email + social media

8. What Age Group is the Event Targeted to? Any

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

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

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

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

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

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

Will you be conducting the clean-up for this event? Yes ☒ No Not Necessary

If yes:

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

If no:

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

- ① Dunkin Donuts - State St. Rotary
- ② Starbucks
- ③ Olives - High St.
- ④ Market Basket
- ⑤ Shaw's
- ⑥ Port City Sandwich
- ⑦ CVS - Pond St.
- ⑧ Angie's - Pleasant St.

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

NEWBURYPORT SPECIAL EVENT APPLICATION

AM 11:28

Tel.

Fax.

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

NAME OF EVENT: Spring Fest 2022

Date: MAY 14 + 15, 2022 Time: from 10AM to 8pm

Rain Date: N/A Time: from _____ to _____

2. Location: Waterfront Park, Bullnose, Inn Street Fountain Area

3. Description of Property: Arts + Culture Festival Public ☒ Private ☐

4. Name of Organizer: Gracie Nbp Chamber City Sponsored Event: Yes ☐ No ☒

Contact Person: ERIN DUGGAN

Address: 388 Pherrimas St Telephone: 415 577 4112

E-Mail: eduggan@newburyportchamber.org Cell Phone: id

Day of Event Contact & Phone: ERIN DUGGAN 415 577 4112

5. Number of Attendees Expected: 800-1000

6. MA Tax Number: _____

7. Is the Event Being Advertised? Yes Where? Social Media, Local Papers

8. What Age Group is the Event Targeted to? All Ages - Family Friendly

9. Have You Notified Neighborhood Groups or Abutters? Yes ☐ No ☐ Who? Not yet. We will notify as instructed.

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

A. Vending: Food ☒ Beverages ☒ Alcohol ☒ Goods ☒ Total # of Vendors 20-30

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

Performers ☒ Dancing ☒ Amplified Sound ☒ Stage ☒

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

Other _____ Total # _____

Name of Carnival Operator: N/A

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? TBD @ 20 DPS
- b) How many recycling receptacles will you be providing? TBD @ 20 DPS
- c) Will you be contracting for disposal of: Trash Yes ☒ No ☐ Recycling Yes ☒ No ☐
- i. If yes, size of dumpster(s): Trash _____ Recycling TBD
- 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? TBD

*Recycling
DPS
Topmide*

If no:

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

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

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

_____ Standard # _____ ADA accessible

N/A

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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

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

4. Date of Event: _____ Expected Number of Participants: _____

5. Start Time: _____ Expected End Time: _____

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

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

8. Will Detours for Motor Vehicles Be Required? _____ If so, where? _____

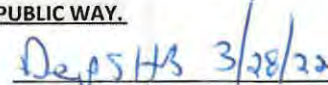
9. Formation Location & Time for Participants: _____

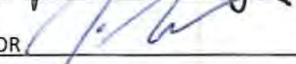
10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

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

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

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

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

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

13-101 Enforcement

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

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

Signed: _____

Date: _____

2/9/22



Newburyport Parks

One-Day Use Permit Application

Applicant Information

Name of organization Greater Newburyport Chamber of Commerce
 Contact name ERIN DOUGAN
 Address 508 MERRIMAC ST
 City NBPT
 State MA Zip 01950
 Phone 415 577 4112 Fax N/A
 Email edugan@newburyportchamber.org

Scheduling Information

Date of Application February 9th, 2022

We request use of:

- ☐ Atkinson Common
☐ Atwood Park
☐ Garrison Gardens
☐ Bartlet Mall
☐ Brown Square
☐ Cashman Park
☐ Basketball ☐ Tennis ☐ Ball field ☐ Soccer
☐ Cherry Hill Athletic Fields
☐ Clipper City Rail Trail
☐ Cornelius Doyle Triangle
☐ Cushing Park

- ☒ Inn Street
☐ Jason Sawyer Playground
☐ Joppa Park
☐ March's Hill
☒ Market Square/Bullnose
☐ Moseley Woods Pavilion
☐ Moulton Square
☐ Newburyport Skate Park
☐ Patrick Tracy Square
☐ Perkins Park
☐ Basketball ☐ Tennis ☐ Ball field
☐ Woodman Park

☒ Other WATERFRONT PARK

Dates/days requested May 14 + 15, Set up May 13

Time slot requested 8AM - 10PM May 13 - 15
 (1 1/2 hour blocks)

Activity Arts + Culture Festival Number of attendees 800 - 1000

Authorized Applicant Signature _____

FOR INTERNAL USE ONLY

Approval is contingent upon approval from the following authorities: ADDITIONAL COMMENTS:

- ☐ Health Department
☐ Fire Department
☐ Police Department
☐ Licensing Commission
☐ City Council
☐ Harbormaster

ALL APPLICATIONS MUST INCLUDE A CURRENT CERTIFICATE OF INSURANCE NAMING THE CITY AS INSURED IN THE AMOUNT OF TWO MILLION DOLLARS.

Submit completed form to
 Newburyport Parks Dept
 60 Pleasant Street
 Newburyport, MA 01950
 parks@cityofnewburyport.com
 978-465-4462

See page 2 for Rules and Regulations and contacts for use of other parks and recreational facilities

For Parks Commission Use
 Date reviewed _____
 Approved _____
 Rejected _____
 Comments _____

Donation received _____



Spring Festival 2022 DRAFT PROGRAM OVERVIEW

Overview

The Greater Newburyport Chamber of Commerce, in partnership with the Newburyport Arts Collaborative is working to develop an interactive arts & culture program in May 2022. This 2 day program will highlight Newburyport's rich culture through the arts and will in turn have a significant economic impact.

Now more than ever, our arts and culture members need our support.
We will support these organizations through storytelling, and interactive, unforgettable experiences.

Program Details

Dates:	Saturday May 14 th & Sunday May 15 th
Main Stage:	10AM – 8PM behind Sea Level in Waterfront Park
All Day:	Various programs throughout Newburyport in NAC Member based spaces
Afternoon/Evening:	Performing Arts in Parks Info booths and art vending opportunities

Location Preferences

- Waterfront Parks
 - Behind the firehouse
 - Next to Harbor Master Headquarters
- Inn Street near fountain
- Bull Nose/Market Square
- Along riverfront
- Within existing businesses

Involvement

1. Become a sponsor
2. Host a live performance
 - a. On Main Stage
 - b. Within your own or shared space
3. Host an information table

What is the benefit of being Involved?

- Marketing, Exposure and Increasing foot traffic
- Opportunity to showcase support and integration with NAC & GNCCI

Next Steps: Be In Touch [HERE](#)

- Participate with a Performance or as a Vendor
- Sponsor the 2 Day Festival: EMAIL ERIN DUGGAN: eduggan@newburyportchamber.org
- Volunteer to help organized, execute or market the festival

**2022 Newburyport Spring Festival
Preliminary NAC Participation
Updated 1/21/22**

Outdoor Entertainment/Demonstration/Interactive Events

Dance, *The Dance Place*. They will need about a 20x20 or larger space to dance safely.

Children's Theater, *Acting Out*.

Children's Choir, Musical Theater Vocals, *The Performing Project*

Theater, *Theater in the Open*

Music Performance/Demonstration, *Zach Fields Studios*

Adult and Children's Craft Making, *Tinkerhaus*

Children's Craft Making and promotion of services, *Newburyport Youth Services*

Visual Artists Working and Selling Wares (perhaps using shanties), *Newburyport Art Association*

Children's Chorus (3 age groups) and individual youth performances, *Greater Newburyport Childrens Chorus*

Musical Theater Performances or Short Play Performances, *Firehouse Center for the Arts*

Take-Away Craft and library card sign-up, *Newburyport Public Library*

Possible Merchandises Sales/Raffle (depending on staff availability), *The Documentary Film Festival*

Added or Existing Free or Ticketed Events in Member Venues the Weekend 5/14-5/15

The Firehouse has existing events

The Screening Room will add a film during the festival weekend

The Actor's Studio of Newburyport will add an event that weekend

Paula Estey Gallery has an existing exhibit but will add a special closing reception

The Newburyport Art Association will add special events in their venue that weekend

Newburyport Youth Services will add an event, possibly a dance party.

The Custom House will participate but does not have details at this time

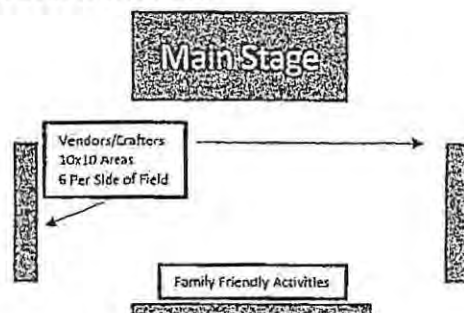
The Newburyport Public Library will likely have events



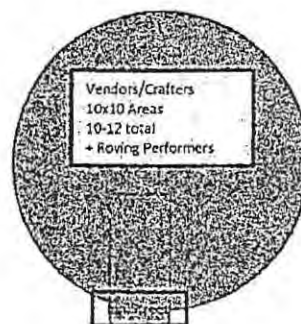
Greater Newburyport Chamber of Commerce & Industry is collaborating with Newburyport Arts Collective to bring Arts & Culture celebration for 2 days this May 14 & 15 2022.

Day	Time	Action Item
Friday May 13 th	All Day	Stage, Sound, Vendor Load In Mapping for Vendors
Saturday & Sunday May 14 & 15	1. 8AM 2. 10AM – 12PM 3. 12PM – 3PM 4. 5PM – 8PM	1. Vendor and Talent Load In 2. Main Stage Youth Programming 3. NAC Performances 4. Local Bands
Sunday & Monday	All Day	Clean Up/Equipment Removal

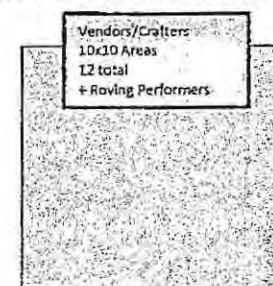
Waterfront Park



Market Square/Bullnose



Inn Street Fountain Area



NEWBURYPORT CHAMBER OF
COMMERCE PRESENTS

SPRING FEST 2022

OUR ANNUAL SPRING FESTIVAL!



MAY 14 + 15, 2022

10 AM TO 8 PM

NEWBURYPORT WATERFRONT

*Join us for a weekend jam-packed with arts,
culture, and entertainment!*

#NBPTSOARTSY

Learn more at
newburyportchamber.org/events





Volunteers Needed

Please join us as we celebrate Arts & Culture along the Mighty Merrimac.

This May 14 & 15 we will host artisans, crafters and performers throughout the weekend.

In celebration of all that Newburyport and the Region has to offer.

Please help us bring this interactive program back to Newburyport.

Scan:



Or Visit:

<https://www.signupgenius.com/go/10c0e4ca4a92da6f8c25-spring>

For more information on Spring Fest 2022:

business.newburyportchamber.org/events/details/gncci-nac-spring-fest-2022-85034

#NBPTSOARTSY

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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

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

4. Date of Event: _____ Expected Number of Participants: _____

5. Start Time: _____ Expected End Time: _____

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

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

8. Will Detours for Motor Vehicles Be Required? _____ If so, where? _____

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

• Number of Floats: _____

• Locations of Viewing Stations: _____

• Are Weapons Being Carried: Yes _____ No _____

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

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF Deputy HS 3/28/22 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.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2022

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Select Department PHONE (A/C, No, Ext): 800-333-7234 E-MAIL ADDRESS: selectwork@easterninsurance.com FAX (A/C, No): 781-586-8244
INSURED GREANEW-03 Greater Newburyport Chamber of Commerce Newburyport Chamber of Commerce 38 R Merrimac Street Newburyport MA 01950	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INS CO INSURER B: Norguard Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23850 31470

COVERAGES**CERTIFICATE NUMBER:** 2049328463**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2141627	8/5/2021	8/5/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N	N / A	GRWC291781 GRWC332958	4/23/2021 4/23/2022	4/23/2022 4/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Non-Profit Organization
EVENT: SPRING FESTIVAL
EVENT DATES: MAY 13-15, 2022
CITY OF NEWBURYPORT IS LISTED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF NEWBURYPORT
60 PLEASANT STREET
NEWBURYPORT MA 01950

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Newburyport

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 11, 2022

AN ORDER TO AUTHORIZE THE AGREEMENT BY AND BETWEEN THE CITY AND NORTH OF BOSTON MEDIA GROUP RELATING TO THE MANAGEMENT OF A PARKING LOT

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

THAT the City Council of the City of Newburyport hereby approves the terms and conditions contained in the attachment "A" with respect to the parking lot located at 23 Liberty Street, Newburyport containing more or less 23 parking spaces.

FURTHER the City Council authorizes the Parking Clerk to negotiate the final written contract containing substantially the aforementioned terms and conditions and authorizes the Mayor to execute this same contract.

Councillor James J. McCauley

In City Council April 11, 2022:

Motion to refer to Public Safety by Councillor McCauley, seconded by Councillor Cameron.
So Voted.

“A”

Proposal for the Lease of the Daily News Lot

Date: April 4, 2022

To: Bob Reneson, Operations Director, North of Boston Media Group.

From: Richard B. Jones, Parking Clerk, City of Newburyport

The City of Newburyport (“City”) by and through its Parking Department proposes to lease the parking lot from North of Boston Media Group (“Daily News”) located at 23 Liberty Street, Newburyport containing more or less 25 parking spaces and operate the same as a parking lot within its existing system.

- Term: Two (2) years with Two (2) year possible renewal
- Condition: Thirty (30) day unilateral notice of termination
- Snow removal: City provides snow removal
- Maintenance: City will clean and maintain the lot
- Consideration: City will pay to the Daily News the amount of \$3,000/mo
- Enforcement: City will monitor lot with parking officers on foot patrol and LPR vehicle.
- Kiosk: City will install one Solar-powered Kiosk
- Collection: City will provide timely collection from the Kiosk
- Signage: City will install necessary signage on and about lot.
- Methods of Payment: City will offer the following methods of payment: cash/credit card/pay-by-phone.
- Insurance: City will provide certificate of insurance
- Daily News Spaces: City will provide digital permits per license plate for up to thirteen (13) employees’ vehicle and set aside three marked parking spaces for Daily News employees. Of the 13 people, 8 are in the lot most days, the others work from home and rarely come to the office. During the daytime hours there would be the most overlap. Below is a snapshot of a typical day.

2 Circulation (delivery) 4am and leave before 10am

2 Reporters 8am-5pm

1 Reporter 2pm-Midnight

1 Editor (Lisa) 10am-7pm

2 Advertising Sales 8am - 5pm

Most are in and out all day depending on what they are reporting or selling. Also, the News doesn’t publish on Tuesdays and Saturdays so Mondays and Fridays the lot should be pretty empty, with the exception of the delivery folks early in the morning.

There will be curtesy digital permits given to the G.M, Publisher, Maintenance, Director of Operations.

- Subject to: Contract needs to be approved by City Council