

All projects have resulted in peer-reviewed publications and presentations at national and international meetings

2013-
Present I have organized and moderated Pediatric Urology Journal Club 3 or 4 sessions per academic year in the Department of Urology, Boston Children's Hospital, Boston, Ma

Formally Mentored Medical Students

1997 JL Latini, Dartmouth Medical School Class of 1998 (article #28)

Other Mentored Trainees and Faculty

1996-2002 Bruce Slaughenhaupt, MD
Career stage: Attending Pediatric Urologist. Research advisor
Publication of article 7 and 14 p 35 +36 Fellowship in Pediatric Urology

1996 M. Curtis, MD
Career stage: Attending role Urologist. Research advisor
Published paper ref #5 p35

1997 David Cozzolino, M.D.
Career stage: Attending in Urology role. Research advisor
Published papers ref #8 p 35 and ref #1 p 36

2001-2004 Joseph F Lopes, M.D.
Career stage: Attending Urologist. Research advisor
Publication of two peer reviewed articles and presentation of one abstract
See p 33 # 34 + 35

2002-2005 Carlos Estrada, M.D., Associate in Surgery (Urology), Attending at Boston Children's Hospital, Boston, MA. Direct supervision in the operating room and in the pediatric urology clinic as well as editing and review of manuscript on vesico-ureteral reflux.
Career stage: Associate professor HMS and attending Urologist at Boston Children's Hospital.
Publication article p 34 # 45

- 2011-2012 Paul Kokorowski, M.D., MPH, Instructor in Surgery (Urology), Children's Hospital, Boston, MA. Direct supervision in the operating room and in the pediatric urology clinic. Associate professor of Urology, UCLA, Los Angeles, Ca.
- 2013-2015 Erin Mc Namara, M.D., MPH. Instructor in Surgery (Urology), Boston Children's Hospital, Boston, Ma. Supervised and mentored research project reviewing the follow-up of patients with complex hypospadias. Fellow in the department of Urology, Boston Children's Hospital.
Publication article #54
- 2013-2015 Patricia Cho, M.D. Instructor in Surgery (Urology). Boston Children's Hospital. Supervised and mentored research project on male epispadias. Fellow in the department of Urology at Boston Children's Hospital.
Publication #56
- 2013-2015 Joseph McQuai, M.D. Urology resident at Massachusetts General Hospital. Supervised and mentored research project on penile curvature in boys. Boston Children's Hospital. Publication p 39 # 45. Fellow in the department of Urology at Boston Children's Hospital.
Publication #55
- 2016-2017 Didi Teva, M.D. Urology resident at Boston Medical Center. Project on the prostatic utricle. Publication is pending.

Formal Teaching of Peers (e.g. CME and other continuing education courses)

- | | | |
|-----------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| 1994-2003 | Bladder exstrophy, UTIs, cryptorchidism, prenatal hydronephrosis. CME
Pediatric Urology Monthly Conference. | Single presentation 4-6 years
Department of Pediatrics,
Dartmouth Hitchcock Medical
Center, Lebanon, NH |
| 1998 | Urology for the Generalist Seminar, 1) Hematuria; 2) Pediatric Urology for the Generalist. CME | Single presentation
Department of Urology,
Dartmouth Hitchcock Medical
Center, Lebanon, NH |
| 1998 | Pediatric Urology: What's New?
Family Practice Grand Rounds. | Single presentation
Department of Family Practice,
Dartmouth Hitchcock Medical
Center, Lebanon, NH |
| 2001 | Long-Term Consequences of Testicular Maldescent. CME | Single presentation
New England Section of
American Urologic Association,
Newport, RI |

2001	Fertility and Malignancy, Long-Term Consequences of Cryptorchidism.	Single presentation American College of Surgeon's Meeting, New Orleans, LA
2002	Embryology of the Urinary Tract. American Urologic Association review course,	Single presentation Chicago, IL
2003	The Acute Scrotum. CME CHAD conference.	Single presentation Department of Pediatrics, Dartmouth Hitchcock Medical Center, Manchester, NH
2004	Scrotal Pathology. Frontiers in Pediatric Surgical Specialties. CME	Boston Children's Hospital, Boston, MA.
2004	Embryology of the Urinary Tract. American Urologic Association review course, CME	Chicago, IL
2008	GU Embryology.	Department of Urology, Brigham & Women's Hospital, Boston, MA
2008	Prenatal Hydronephrosis: Postnatal Management. Annual meeting, plenary session. American Urologic Association	Orlando, FL
2012	"Epispadias in Boys, review of the BCH experience". Boston Children's Hospital Grand Rounds Department of Urology	Boston, MA
2012	"Circumcision" Essential Pediatric Urology for the Primary Care Clinician. Sponsored by Harvard Medical School	Boston, MA
2014	"UTI's". Visiting specialist at Harvard Vanguard Pediatrics	Boston, MA
2014	"Circumcision and complications". Essential Pediatric Urology for Primary care Physician	Boston, MA
2014	"Varicocele in the pediatric age group". Essential Pediatric Urology for Primary care Physician	Boston, MA
2015	"Evaluation of children with UTIs". Visiting Specialist at Tricounty Pediatrics	Stoughton, MA

- 2016 Update on Pediatric Urology for the Primary care Physician. Harvard-Vanguard Boston, Ma
- 2018 Evaluation of Testicular Torsion. Pediatric Grand Rounds, Beverly Hospital Beverly, Ma

Local Invited Presentations

- 1997 Testicular Maldescent. Pediatric Grand Rounds, Department of Pediatrics, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 1997 Bladder Exstrophy: Current Concepts. Urology Grand Rounds, Department of Urology, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 1997 Hypospadias. Urology Grand Grounds, Department of Urology, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 1998 Prenatal hydronephrosis. Pediatric Conference for Family Practice residents, Department of Family Practice, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 1998 Intersex. Urology Grand Rounds, Department of Urology, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 1998 Urinary Tract Infections. Pediatric Grand Rounds, Department of Pediatrics, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 1999 Testicular Maldescent: Current Concepts. Urology Grand Rounds, Department of Urology, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 1999 Enuresis. Urology Grand Rounds, Department of Urology, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 1999 The Acute Scrotum. Pediatric Grand Rounds, Department of Pediatrics, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 1999 Pediatric UTIs. Pediatric Grand Rounds, Department of Pediatrics, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 2000 Bladder Exstrophy. Surgical Grand Rounds, Department of Surgery, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 2000 Enuresis, Current Concepts. Pediatric Grand Rounds, Department of Pediatrics, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 2000 Obstructive Uropathy. Dartmouth Medical School, medical student lecture, Hanover, NH

- 2001 Obstructive Uropathy. Dartmouth Medical School, medical student lecture, Hanover, NH
- 2001 Posterior Urethral Valves. Urology Grand Rounds, Department of Urology, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 2001 UTIs. Pediatric Acute Care Conference, Department of Pediatrics, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 2002 Newest of the New "Scrotal Pathology." Pediatric Conference, Department of Pediatrics, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 2002 Obstructive Uropathy. Dartmouth Medical School, medical student lecture, Hanover, NH
- 2003 Obstructive Uropathy. Dartmouth Medical School, medical student lecture, Hanover, NH
- 2004 Voiding Dysfunction in Children. Pediatric Grand Rounds, Department of Pediatrics, Elliott Hospital, Manchester, NH
- 2004 Circumcision. Pediatric Grand Rounds, Department of Pediatrics, South Shore Hospital, Weymouth, MA
- 2004 Vesicoureteral Reflux Update. Anesthesia Grand Rounds, Department of Anesthesia, Children's Hospital, Boston, MA
- 2007 UTI's Department of Pediatrics, Lawrence General Hospital, Lawrence, MA
- 2008 Urologic Embryology. Lecturer
Urology Teaching Conference, Brigham & Women's Hospital, Boston, MA. Department of Urology.
- 2009 Bladder Diverticula in Children. Lecturer
Urology Grand Rounds, Massachusetts General Hospital, Boston, MA. Department of Urology
- 2009 Hemorrhagic Cystitis in Children. Lecturer.
Urology Grand Rounds, Massachusetts General Hospital, Boston, MA. Department of Urology
- 2009 Evaluation and Treatment of UTI's. Department of Pediatrics, St. Joseph's Hospital, Nashua, "Prenatal hydronephrosis".
Pediatric Grand Rounds, Elliot Hospital, Manchester, NH
- 2009 "Choice Choices and Options: A Carrier in Pediatric Urology". Invited speaker at medical school reunion. Alumni Leaders in Medicine. Tufts University School of Medicine. Boston, MA

- 2012 Pediatric Grand Rounds: "Update on UTI management; the urologist's perspective". Beverly Hospital, Beverly, MA
- 2012 Pediatric Gran Rounds: "UTI in children". Lowell General Hospital, Lowell, MA
- 2012 Essential Pediatric Urology for the Primary Care Clinician "Circumcision". Sponsored by Harvard Medical School, Boston, MA.
- 2012 Essential Pediatric Urology for the Primary Care Clinician "Hypospadias, evaluation and management". Sponsored by Harvard Medical School, Boston, MA
- 2013 "Update on the AAP Guidelines for Circumcision" Peabody Boston Children's Hospital Office, Peabody, Ma.
- 2013 "Hypospadias" Brigham and Women's Hospital Department of Urology Grand Rounds: " Boston, Ma.
- 2014 "Prenatal hydronephrosis". Pediatric Grand Rounds, Elliot Hospital, Manchester, NH
- 2015 "The effects of the neurogenic bladder on the upper urinary tract in children" Department of Urology Grand Rounds at the Massachusetts's General Hospital, Boston, Ma.
- 2015 "Erectile dysfunction in boys" Department of Urology Grand Rounds at the Massachusetts's General Hospital, Boston, Ma.
- 2015 "The Page kidney". Department of Urology, Boston Medical Center, Boston, Ma.
- 2016 "The duplicated ureter". Department of Urology Grand Rounds at the Massachusetts's General Hospital, Boston, Ma.
- 2016 "Testicular Maldescent". Department of Urology, Boston Medical Center, Boston, Ma.
- 2016 "Update on posterior urethral valves" OR Nursing Grand rounds, Boston Children's Hospital in Waltham, Ma.
- 2017 "Hypospadias in 2017" Combined Urology Grand Rounds. Departments of Urology Brigham and Women Hospital and Boston Children's Hospital, Boston, Ma.
- 2017 "Infertility in the pediatric age group" Department of Urology Grand Rounds at the Massachusetts's General Hospital, Boston, Ma.
- 2018 "Pediatric Priapism" Department of Urology Grand Rounds at the Massachusetts's General Hospital, Boston, Ma.
- 2018 "Prenatal Hydronephrosis". Combined Urology Grand Rounds. Departments of Urology Brigham and Women Hospital and Boston Children's Hospital, Boston, Ma.

2018 "The Voiding Cystourethrogram". Uroradiology Conference, Boston Children's Hospital, Boston, Ma.

Report of Regional, National and International Invited Teaching Presentations:

Regional

- 1997 Voiding Dysfunction in Children. Lecturer.
Pediatric Grand Rounds, DHMC Department of Pediatrics, Manchester, NH.
- 1997 Primary Nocturnal Enuresis. Lecturer.
Rockville General Hospital Department of Pediatrics, Rockville, CT.
- 1997 What is New in Pediatric Urology? Lecturer.
Rutland General Hospital Department of Pediatrics, Rutland, VT
- 1997 Update in Pediatric Urology. Lecturer.
Pediatric Grand Rounds, Concord Hospital Department of Pediatrics, Concord NH
- 1997 UTIs: Evaluation and Treatment. Lecturer.
Grand Rounds, Springfield Hospital Department of Pediatrics, Springfield VT
- 1997 Enuresis. Lecturer.
Grand Rounds, Monadnock Regional Hospital Department of Continuing Medical Education, Peterborough, NH
- 1998 Primary Nocturnal Enuresis. Lecturer.
Grand Rounds, Eastern Maine Medical Center Department of Pediatrics, Bangor, ME
- 1999 Update on Pediatric Urology. Lecturer.
Family Practice/Pediatric Grand Rounds, Cheshire Medical Center Department of Pediatrics, Keene, NH
- 1999 Update on Pediatric Urology. Lecturer.
Pediatric Grand Rounds, Concord Hospital Department of Pediatrics, Concord, NH
- 1999 Update on Pediatric Urology. Lecturer.
Pediatric Grand Rounds, Wentworth Douglas Hospital Department of Pediatrics, Dover, NH
- 1999 Voiding Dysfunction in Children. Lecturer.
Cheshire Medical Center Department of Pediatrics, Keene, NH
- 1999 Prenatal Diagnosis of Urologic Anomalies. Lecturer.

Concord Hospital Department of Pediatric, Concord, NH

- 1999 Prenatal Diagnosis of Urologic Anomalies. Lecturer.
Wentworth Douglas Hospital Department of Pediatrics, Dover, NH
- 2000 Update on Pediatric Urology. Lecturer.
Pediatric Grand Rounds, DHMC Department of Pediatrics, Manchester, NH
- 2000 Pediatric UTIs. Lecturer.
Pediatric Grand Rounds, Exeter Hospital Department of Pediatrics, Exeter, NH
- 2000 Update on Pediatric Urology. Lecturer.
Pediatric Grand Rounds, Southern New Hampshire Regional Medical Center Department of Pediatrics, Nashua, NH
- 2000 Pediatric UTIs. Lecturer.
Pediatric Grand Rounds, Exeter Hospital Department of Pediatrics, Exeter, NH.
- 2000 Update on Pediatric Urology. Lecturer.
Pediatric Grand Rounds, Southern New Hampshire Regional Medical Center Department of Pediatrics, Nashua, NH
- 2000 Evaluation and Treatment of UTIs in Children. Lecturer.
Pediatric Grand Rounds, Concord Hospital Department of Pediatric, Concord, NH
- 2001 Childhood Urinary Incontinence. Lecturer.
Pediatric Grand Rounds, Androscoggin Valley Hospital Department of Pediatrics, Berlin, NH
- 2001 Clean Intermittent Catheterization. Lecturer.
Crotched Mountain Rehabilitation Center Department of Pediatrics, Greenfield, NH
- 2002 Enuresis. Lecturer
Pediatric Grand Rounds, Southern New Hampshire Regional Medical Center, Nashua, NH. Department of Pediatrics, Nashua, NH
- 2002 Voiding Dysfunction. Lecturer.
CHAD Currents Conference, Frisbee Memorial Hospital Continuing Medical Education, Rochester, NH
- 2007 Management of Congenital Anomalies of the Genitalia. Lecturer.
Pediatric Grand Rounds, St. Joseph's Hospital Department of Pediatrics, Nashua, NH
- 2007 Management of Prenatally Diagnosed Hydronephrosis. Lecturer.
Pediatric Grand Rounds, Lawrence General Hospital Department of Pediatrics, Lawrence, MA

- 2010 Annual NE-AUA meeting. Transitional Urology. Newport, RI.
- 2016 Update on Pediatric Urology” Harvard-Vanguard Pediatric Practice. Cambridge, Ma

National

- 1997 Pediatric Urology Trip to Vietnam. Lecturer.
American Urologic Association, New Orleans, LA.
- 1997 High Grade Vesicoureteral Reflux in the Male Child. Lecturer.
Pediatric Urology Winter Forum (PUWF), Colorado. PUWF.
- 1998 Use of Autologous Collagen in the Treatment of Vesicoureteral Reflux. Lecturer.
Pediatric Urology Grand Rounds, Children's Hospital of Philadelphia Section of Pediatric Urology., Philadelphia, PA
- 1998 Promimal/Distal Hypospadias Repair; The Dartmouth Experience. Lecturer.
Pediatric Urology Winter Forum (PUWF), Telluride, CO. PUWF
- Society for Fetal Urology: Update. Lecturer.
Pediatric Urology Winter Forum (PUWF), Telluride, CO. PUWF.
- 1999 Interview on circumcision program, "The Exchange."
National Public Radio, Concord, NH.
- 1999 Perinatal Testicular Infarction.
Pediatric Urology Winter Forum (PUWF), Telluride, CO
- Autologous Collagen in the Treatment of Incontinent and Vesico-Ureteral Reflux.
Pediatric Urology Winter Forum (PUWF), Telluride, CO
- 1999 Lower Urinary Tract Reconstruction in Children. Visiting Professor.
Brown University School of Medicine Department of Urology, Providence, RI
- 2000 The Challenge of Bladder Neck Reconstruction. Lecturer.
New England Medical Association Meeting, Steamboat, CO
- 2001 Hypospadias Repair: Current Concepts. Visiting Lecturer.
Pediatric Urology Rounds, Brown University School of Medicine, Hasbro Children's Hospital, Providence, RI
- 2002 Perinatal Vesicoureteral Reflux Panel.

- Annual meeting, plenary session. American Urologic Association, Orlando, FL
- 2003 Urethral Healing in Hypospadias Repair. Visiting Professor.
Vanderbilt School of Medicine, Nashville, TN
- 2004 Update on Enuresis. Visiting Lecturer.
Pediatric Grand Rounds, Cedar Sinai Hospital, Department of Pediatrics, Los Angeles, CA
- 2004 Update on Enuresis. Visiting Lecturer.
Pediatric Grand Rounds, Schneider Children's Hospital Department of Pediatrics, Hyde Park, NY
- 2005 Prenatal Detected Hydronephrosis: Post-Natal Diagnosis and Management.
Annual meeting, plenary session. American Urologic Association, Orlando, FL
- 2005 Prenatal Hydronephrosis. Visiting Professor.
Schneider Children's Hospital Department of Urology, Hyde Park, NY
- 2006 "Primary Hypospadias Repair in the TIP era". Visiting Lecturer.
Children's Hospital of Philadelphia Department of Urology, Philadelphia, Pa.
- 2008 "VUR Scoring System". Visiting Lecturer.
Children's Hospital Department of Pediatric Urology, Salt Lake City, UT.
- 2010 "Tale of 2 Bladders". The Pediatric Urology Winter Forum, Colorado
- 2012 "Epispadias in boys: A spectrum within a spectrum". The Pediatric Urology Winter Forum, Utah.
- 2013 "The no-knife hypospadias repair". The Pediatric Urology Winter Forum. Montana
- 2014 "Penile Curvature in boys without hypospadias". Pediatric Urology Winter Forum, Montana.
- 2015 "The no-knife hypospadias technique for hypospadias". Pediatric Urology Winter Forum, Telluride, Colorado.
- 2016 "Evaluation and treatment of the Page kidney in the pediatric population". Pediatric Urology Winter Forum, Big Sky, Montana.
- 2017 "Pelvic floor laxity in young females with urinary incontinence". Pediatric Urology Winter Forum, Big Sky, Montana.
- 2018 "Bilateral ectopic ureters: options in management". Pediatric Urology Winter Forum, Colorado.

- 2019 “Simon Duplay: the dawn of hypospadiology”. Pediatric Urology Winter Forum, Telluride, Colorado.
- 2023 “The Unloved Clinic”. Pediatric Urology Winter Forum, Big Sky, Montana

International

- 1996 Update on pediatric urological surgical care and techniques. Lecturer. Institute for the Child’s Health, Hanoi, Vietnam. Department of Pediatric Surgery
- 1997 Teaching basic pediatric surgical care and techniques. Lecturer. Haiphong’s Children’s Hospital, Haiphong, Vietnam. Department of Pediatric Surgery
- 1997 Genitoplasty in Girls with Congenital Adrenal Hyperplasia. Lecturer. Grand Rounds, Hospital for the Protection of Children’s Health, Hanoi, Vietnam. Department of Pediatric Surgery
- 1997 Combination Therapy for Primary Nocturnal Enuresis. Invited Lecturer. International Children’s Continence Society (ICCS) Meeting, Paris, France. ICCS.
- 1998 Hypospadias Repair at CHAD. French Pediatric Urology Club, London, England
- 1998 Testicular Maldescent: Current Concepts. Grand Rounds, Tanta University School of Medicine, Tanta, Egypt
- 1998 Lower Urinary Tract Reconstruction. Grand Rounds, Center for Urology and Nephrology, Mansoura, Egypt
- 1998 Prenatal Diagnosis of GU Anomalies. Grand Rounds, Al-Azhar University Medical Center, Cairo, Egypt
- 1999 Neonatal Torsion of the Testicle. Club d’Urologie Pediatrique, Lyon, France
- Rare and Unusual renal Tumors in Children. Club d’Urologie Pediatrique, Lyon, France
- 2000 “Fetal Urology in 2000”, Moderator Session on Hypospadias. Club Francophone d’Urologie Pediatrique, Lyon, France
- 2000 Adolescent Testicular Maldescent. Egyptian Urological Association Meeting, Cairo, Egypt

- 2000 Neurogenic Bladder in Children.
Egyptian Urological Association Meeting, Cairo, Egypt
- 2000 Proximal Hypospadias Management.
Egyptian Urological Association Meeting, Cairo, Egypt
- 2000 Recent Advances in Pediatric Urology.
Al-Azhar University Medical Center, Cairo, Egypt
- 2001 Healing of the Urethral Plate After Tubularized, Incised Urethral Plate,
Histopathologic
Analysis
Pediatric Urology Winter Forum (PUWF)
- 2001 Guerrisson de l'Uretere apres Operation de Snodgrass.
Club Francophone d'Urologie Pediatrique, Paris, France
- 2004 Robotic Approach to Stone Disease in Children.
Pediatric Urology Winter Forum (PUWF), Telluride, CO
- 2004 Journée Deflux: Update on endoscopic treatment of reflux.
Q Med.Conference, Paris, France
- 2005 Desmoplastic Round Cell Tumor in Children.
Pediatric Urology Winter Forum (PUWF), Whistler, British Columbia, Canada
- 2006 The History of French Pediatric Urology.
Pediatric Urology Winter Forum (PUWF), Val d'Isere France
- 2006 Chaos of Prenatally Diagnosed Hydronephrosis.
Pediatric Urology Winter Forum (PUWF), Telluride, CO
- 2007 A New Grading System for VUR.
Pediatric Urology Winter Forum (PUWF), Telluride, CO
- 2007 Mythes et Realites du Reflux Vesicoureteral.
French Pediatric Urology Club, Padova, Italy
- 2008 Vesicoureteral Reflux Score.
French Pediatric Urology Club, Marseille, France
- 2008 Testosterone in the Management of Hypospadias.
Pediatric Urology Winter Forum (PUWF) meeting, Jackson Hole, WY
- 2008 Complications of Hypospadias Surgery and How to Avoid Them.

- Asian Pacific Association for Pediatric Urology meeting, Hawaii
- 2008 Setting up a Laparoscopy Program.
Asian Pacific Association for Pediatric Urology, Hawaii
- 2009 Hypospadias Repair complications. Vietnam Urologic and Nephrologic
Association meeting/ Federation of Asian Urological Associations joint meeting.
Ho Chi Min City, Vietnam.
- 2009 Management of ureteropelvic junction obstruction in the pediatric age group:
Open versus laparoscopic versus robotic-assisted. Vietnam Urologic and Nephrologic
Association meeting/ Federation of Asian Urological
Associations joint meeting. Ho Chi Min City, Vietnam.
- 2009 Androgenic therapy for hypospadias. Club Francophone d'Urologie
Pediatrique meeting. Bruxelles, Belgium.
- 2010 25 years of Endoscopic Treatment of Vesico-ureteral Reflux. Hopital Robert Debre, Paris
France.
- 2010 Meeting of the Chilean Urologic Association and Sociedad Iberica de Urologica
Pediatria. Testicular maldescent in 2010. Wilms Tumor management. Case discussion,
Santiago, Chile
- 2010 Egyptian Urologic Association Annual Meeting. 3 lectures: Megaureter, Pediatric Renal
Tumors, The Future of Vesico-Ureteral Reflux, Charm El Shaikh, Egypt
- 2011 AUA Annual meeting. Report on the WCPU. Atlanta, Ga.
- 2012 Meeting of Sociedad Iberica de Pediatrica Urologia. 5 lectures: Bladder diverticula;
Epispadias; Hypospadias, a new technique; Robotic sling procedure for incontinence;
Update of Reflux. Punta del Estes, Uruguay
- 2012 "Sacral agenesis: urological implications." Pediatric Urology Winter Forum, Utah.
- 2012 "Update on epispadias in boys" 36th Collegio Meeting Mexicano de Urologia Nacional,
Leon, Mexico.
- 2012 "The no-knife hypospadias repair". 36th meeting of the Collegio Mexicano de Urologia
Nacional, Leon, Mexico.
- 2012 "Update on epispadias in boys". Club Francophone d'Urologie Pediatrique, Munster,
France.
- 2013 Epispadias in Boys: preoperative evaluation. Societe International d'Urologie, Vancouver,

- Canada.
- 2014 Penile curvature in boys without hypospadias. Pediatric Urology Winter Forum, Montana
- 2014 Long-term follow-up of patients with complex hypospadias. Club Francophone d'Urologie Pediatrique. Catagna, Italy.
- 2015 Management of proximal hypospadias with a 2 stage procedure: 20 year experience. Pediatric Urology Winter Forum, Montana
- 2016 Pelvic floor laxity in young girl as a cause of urinary incontinence. Club Francophone d'Urologie Pediatrique, Essaouira, Morocco
- 2016 Assessment of surgical skills in Pediatric Urology. Club Francophone d'Urologie Pediatrique, Essaouira, Morocco
- 2016 SIU-ICUD Joint Consultation on the urologic management of children with spinal cord injury. Societe International d'Urologie. Buenos Aires, Argentina
- 2017 « L'Utricule Prostatique ». Club Francophone d'Urologie Pediatrique, Montreal, Canada.
- 2017 "The Devastated Bladder Neck". American Urologic Association Annual Meeting, Boston, Ma.
- 2017 "Epispadias in boys". Visiting professor, the Italian Hospital, Buenos Aires, Argentina.
- 2017 "Prenatal Urology". Visiting professor, the Italian Hospital, Buenos Aires, Argentina.
- 2017 "Pelvic floor laxity in young females with incontinence". Pediatric Hospital, Mendoza, Argentina.
- 2017 "Neurogenic bladder secondary to sacral agenesis" Pediatric Hospital, Mendoza, Argentina.
- 2018 "The Mathieu technique applied to the surgical repair of megameatus intact prepuce variant of hypospadias. Pediatric Urology Winter Forum (PUWF), Telluride, Co.
- 2018 "Simon Duplay: the Dawn of Hypospadiology". American Urologic Association Annual Meeting, San Francisco, Ma.
- 2018 "Special Considerations in the Urologic Management of Children with SCI". Urologic Management of Patients with Spinal Cord Injury, International Conference at the Hospital del Trabajador, Santiago, Chile.
- 2018 "UTIs and Colonization of Patients with SCI". Urologic Management of Patients with Spinal Cord Injury, International Conference at the Hospital del Trabajador, Santiago, Chile.

- 2018 “Bladder neck Reconstruction in Children with SCI”. Urologic Management of Patients with Spinal Cord Injury, International Conference at the Hospital del Trabajador, Santiago, Chile.
- 2018 “Urinary Diversion in Children with SCI”. Urologic Management of Patients with Spinal Cord Injury, International Conference at the Hospital del Trabajador, Santiago, Chile.
- 2019 “Pediatric Urology Consequences of Spinal Cord Injury”. Pediatric Urology Winter Forum, Utah
- 2019 “The History of French Pediatric Urology”. European Society of Pediatric Urology Meeting, Lyon, France.

Report of Clinical Activities and Innovations:

Current Licensure and Certification

- 1984 Massachusetts Medical License (current)
- 1984 Pennsylvania Medical License (inactive)
- 1990 Maryland Medical License (inactive)
- 1993 New Hampshire Medical License (current)
- 1994 Vermont Medical License (inactive)
- 1994 American Board of Urology
- 2005 American Board of Urology Recertification
- 2008 American Board of Urology - Certificate of added qualification in Pediatric Urology
- 2018 American Board of Urology - Recertification of added qualification in Pediatric Urology

Practice Activities

Pediatric Urology

- Ambulatory care, Outpatient Clinic, Pediatric Urology, Children's Hospital, Boston, MA. Two to Three full day sessions/week.
- Surgery, ambulatory and inpatient, Pediatric Urology, Children's Hospital, Boston, MA.
- One to two sessions/week. Ambulatory surgery at the Waltham and Lexington campuses of Children’s Hospital, Boston, 1 session per week

- Ambulatory care, subspecialty clinic, Waltham Children's Hospital, Waltham, MA, Lexington Children's Hospital Specialty Clinic, Lexington, Ma, Peabody Children's Hospital, Peabody, MA, Bedford, NH, Nashua, NH.
One to two sessions per month.

Clinical Innovations:

- 1991 Invention and simple mentation of a tool box containing all necessary equipment for catheterizing patients in a busy hospital
This was reported and published in ref #7 p 32
- 1994 First reported cases of desmoplastic round cell tumor involving the urinary tract
This was reported and published in ref. # 14, p.33
- 1995 Use of an anterior bladder tube as a catheterizable stoma for clean intermittent catheterization.
This was reported and published in ref. #26 p 33
- 1995 Combination therapy for the treatment of enuresis using desmopressin and an anticholinergic agent.
This was reported and published in ref. #30 p33
- 1998 Atrophic or nubbin testicles do not need to be removed because of the very low risk for malignancy.
This was reported and published in ref. #29 p. 33
- 1999 Use of autologous collagen as a bulking agent for the treatment of vesicoureteral reflux. Use of autologous collagen for the treatment of vesicoureteral reflux. This past project Translational study of a new bulking method for the treatment of vesicoureteral reflux. This project initially started in an animal model (rabbit). Results were promising and Human studies were planned but a new product (deflux) came on the market making Autologous collagen a less viable solution to the treatment of vesico-ureteral reflux ref
This was reported and published in ref. #17 p. 32
- 2001 The role of cystoscopy prior to ureteral reimplantation in children.
This was been reported and published in ref #34 p. 33
- 2004 The vesicoureteral reflux score. This clinical tool was evaluated to help in the assessment and management of patients with vesicoureteral reflux. Several variables are included in the score so as to provide a longitudinal assessment of patients with vesicoureteral reflux.
This was been reported and published in ref #46 in p 34
- 2006 Prenatal hydronephrosis and postnatal outcome. Based on an extensive meta-analysis the information enables clinicians to predict the postnatal outcomes based on the degree of hydronephrosis. The study is important as it provides a clinical tool for prenatal

counseling.

This was been reported and published in ref #40 p 34

- 2018 A new diagnostic evaluation and diagnosis of urinary incontinence in young women with pelvic floor laxity was described and published in ref # 58 p39

Report of Technological and Other Scientific Innovation:

- A fetal lamb model of partial urethral obstruction: experimental protocol and results
- Development of an animal model of partial Urethral Obstruction in a fetal sheep. This allowed us to map out the changes in the developing urinary tract under conditions of outlet obstruction.
- This model was described in ref #13 p 35
- Is penile electrocautery safe? Temperature assessment in a sheep model.
- Development of an animal model to study the effects of electro cautery on the penis.
- This model was described and reported in ref #1 p 40
- Histologic analysis of epithelial regrowth after Tubularized, Incised Urethral Plate Urethroplasty
- Elaboration and development of an animal model of hypospadias which allowed the study of the time course of healing.
- This was reported and published in ref # 34 and 35 p 37
- A new technique for hypospadias repair
- Elaboration and development of a new hypospadias repair technique which allows for better anatomic visualization of the urethral plate and reduces the risk for injury in patients with the megameatus intact prepuce variant of hypospadias
- This was reported and published in ref. # 57 p.39

Report of Education of Patients and Service to the Community:

Activities

- 1996-1997 Humanitarian trip to Vietnam organized by Friendship Bridge (Dr. Ted Ning).
- 2006-present Pan Massachusetts Challenge (PMC). The PMC raises money (\$4500 per participants for 2015) for life-saving cancer research and treatment at Dana-Farber Cancer Institute through an annual bike-a-thon that crosses the Commonwealth of Massachusetts. This is my 9th year participating.
- 1992-current Volunteer work for the former Historical Society of Olde Newbury, now known as Museum of Old Newbury as Docent, program chairman, co-chair of the Collections Committee and member of the Board of Directors.
- 1998-2001 I have also participated in two educational trips to Egypt with the organization Physicians for Peace.
- 2022-Current Member of the Newburyport Historical Commission.

Educational Materials for Patients and the Lay Community

Books, monographs, articles and presentation in other media

1. **Cendron M.** Best Practice for Treatment of Primary Nocturnal Enuresis: Strategies for the Clinician from Leading U.S. Enuresis Clinic, 2000.
2. **Cendron M.** Nocturnal Enuresis: Practical Approaches to a Common Problem, 2001.
3. **Cendron M.** Bed wetting and children: Removing the stigma. Health News Digest. Com, March 2002.
4. **Cendron M.** Enuresis : Do's and Don't. 24Dr.Com. June 2002.
5. **Cendron M.** Vesicoureteral reflux. Review for online journal eMedicine, 2005.
6. **Cendron M.** Wilms Tumor. Review for online journal eMedicine, 2006.
7. **Cendron M.** Vesicoureteral reflux update. Review for online journal e-Medicine, 2006.

Patient educational material

- 1994-1998 Educational brochures for parents and patients regarding pediatric urologic conditions, Children's Hospital at Dartmouth (CHAD): Maldescended Testicles, Voiding Cystourethrogram (VCUG), The Child with Reflux, Pediatric Urology Home Care Instructions, Hypospadias Repair with Urethral Catheter, After Orchidopexy, Preparing Your Child for Ureteral Reimplantations, Hydronephrosis Diagnosed Prenatally, Hernias and Hydroceles, Hypospadias

- 2000-2003 Creation of parent educational material for postoperative care after pediatric urologic surgery, Dartmouth Hitchcock Medical Center.
- 2000-2003 CME program for nurse and nurse practitioners on topics of pediatric urology, Dartmouth Hitchcock Medical Center.
- 2012-present Creation and accreditation of the CME Grand Rounds Program for the Department of Urology at Boston Children's Hospital

Recognition

- 1998-2000 Board Member International Volunteers in Urology
- 1998 President of the Society of Fetal Urology
- 2000-present National Registry of Who's Who
- 2005-2006 President of the Society for Pediatric Urology
- 2013-2014-2015-2016-2017-2023 Best Doctors Boston Magazine

Report of Scholarship:

Publications

Peer Reviewed Publications in Print or other media

Research investigations

1. Deutsch E, Apffel CA, Walker JE, **Cendron M**. Immunological markers in gastric cancer secretions. *Am J Gastroenterol* 72(3):334, 1979.
2. Klempner MS, **Cendron M**, Wyler DJ. Attachment of plasma membrane vesicles of human macrophage to *Leishmania tropica* promastigotes. *Journal of Infectious Disease* 148(3):377-384, 1983.
3. Carpiniello VL, **Cendron M**, Altman HG, Malloy TR, Booth R. Treatment of urinary complications after total joint replacement in elderly females. *Urology* 23:186-188, 1988.
4. **Cendron M**, Keating M, Huff DS, Koop CE, Snyder HM, Duckett JW. Cryptorchidism, orchiopexy and infertility: a critical long-term retrospective analysis. *Journal of Urology* 142:559-562, 1989.

5. **Cendron M**, Whitmore KE, Carpiniello V, et al. Traumatic rupture of the corpus cavernosum: evaluation and management. *Journal of Urology* 144:987-991, 1990.
6. **Cendron M**, Deserable D, Malkowicz SB, Wein AJ. The urology crash box. *Journal of Urology* 146:389, 1991.
7. **Cendron M**, Leonard MP, Gearhart JP, Jeffs RD. Endoscopic treatment of vesicoureteral reflux using cross-linked bovine dermal collagen. *Pediatric Surgery International* 6:295-300, 1991.
8. Haberlik A, **Cendron M**, Sauer H. Biliovenous fistula in children after blunt liver trauma: proposed for a simple surgical treatment. *Journal of Pediatric Surgery* 27(9): 1203, 1992.
9. Turek PJ, Malloy TR, **Cendron M**, Carpiniello VL, Wein AJ. KTP-532 laser ablation of urethral strictures. *Urology* 40:330-334, 1992.
10. **Cendron M**, Huff DS, Keating MA, Snyder H, Duckett JW. Anatomical, morphological and volumetric analysis: a review of 759 cases of testicular maldescent. *Journal of Urology* 149:570-573, 1993.
11. Karim OMA, **Cendron M**, Mostwin JL, Gearhart JP. Developmental alterations in the fetal lamb bladder subjected to partial urethral obstruction in utero. *Journal of Urology* 150:1060-1063, 1993.
12. Crombleholme TM, Harris HH, Jacir NN, Lautchaw LA, Kretschmar CS, Rosenfield CG, Wolfe LC, **Cendron M**. The desmoplastic round cell tumor: a new solid tumor of childhood. *Journal of Pediatric Surgery* 28(8): 1023-1025, 1993.
13. **Cendron M**, Horton CE, Karim OMA, et al. A fetal lamb model of partial urethral obstruction: experimental protocol and results. *Journal of Pediatric Surgery* 29(1): 77-80, 1994.
14. Carroll JC, Klauber GT, Kretschmar CS, Ucci A, **Cendron M**. Urologic aspects of intra-abdominal desmoplastic small round cell tumor of childhood: a preliminary report. *Journal of Urology* 151:172-173, 1994.
15. Hiort O, Klauber GT, **Cendron M**, Sinnecker GH, Lutz K, Schwinger E, Wolfe HS, Yandell Dw. Molecular characterization of the androgen receptor in boys with hypospadias. *European Journal of Pediatrics* 153:317-321, 1994.
16. Klauber GT, **Cendron M**. Continent vericostomy using a catheterizable posterior bladder tube: Modification of the Mitrofanoff Principle. *Journal of Pediatric Surgery*, 29 (1):71-73, 1994.
17. **Cendron M**, DeVore D, Connolly R, Ucci A, Sanh G, Ucci A, Calahan R, Klauber GT, Cohen A, Heilman C, Lewis M, Harris B. The biological behavior of autologous collagen injected into the rabbit urinary bladder. *Journal of Urology* 154:808-811, 1995.
18. Crombleholme TM, D'Alton ME, **Cendron M**, et al. Prenatal diagnosis and the pediatric surgeon: the impact of prenatal consultation on perinatal management. *Journal of Pediatric Surgery* 31:156-163, 1996.
19. Morin L, **Cendron M**, Crombleholme TM, Garmel SH, Klauber GT, D'Alton ME. Minimal hydronephrosis in the fetus: clinical significance and implications for management. *Journal of Urology* 155: 2047-2049, 1996.

20. Garmel SA, Crombleholme TM, **Cendron M**, D'Alton ME. The vanishing fetal ureterocele: a cause for concern. *Prenatal Diagnosis* 16(4): 354-356, 1996.
21. Schned A, **Cendron M**. Pathologic findings in the vanishing testis syndrome. *Journal Urologic Pathology* 6:95-107, 1997.
22. Lottman HB, Melin Y, **Cendron M**, Lombrahl P, Beze-Beyrie P, Cendron J. Bladder exstrophy : evaluation of factors leading to continence with spontaneous voiding after staged reconstruction. *Journal of Urology* 158: 1041-1044, 1997.
23. Curtis MR, Mooney DP, Vaccaro TJ, Williams JC, **Cendron M**, Shorter NA, Sargent Sr. Prenatal ultrasound characterization of suprarenal mass: distinction between neuroblastoma and subdiaphragmatic extra lobar pulmonary sequestration. *Journal Ultrasound Medicine* February 16(2):75-83, 1997.
24. Lottmann HB, Archambaud F, Hellal B, Pageyral BM, **Cendron M**. 99m-Tc DMSA renal scan in the evaluation of potential long-term renal parenchymal damage associated with extracorporeal shock wave lithotripsy (ESWL) in children. *Journal of Urology* 159 :521-524, 1998.
25. **Cendron M**, Klauber G. Combination therapy in the treatment of persistent nocturnal enuresis. *British Journal of Urology* 81, suppl. 3, 26-28, 1998.
26. Merguerian PA, Merovach RA, Shortliffe LDS, **Cendron M**, Laparoscopy for the evaluation and management of the nonpalpable testicle. *Urology* 51 suppl. 3-6, 1998.
27. Latini JM, Curtis MR, **Cendron M**, Crow HC et al. The Prenatal Failure to Visualize the Kidneys: A Spectrum of Disease. *Urology* 52:2, 306-311, 1998.
28. **Cendron M**. Tratamiento quirurgico del hipospadias distal. *Archivos Espanoles de Urologia*; 51:6, 539-549, 1998.
29. **Cendron M**, Schned AR, Ellsworth, PI. Histological evaluation of the testicular nubbin in the vanishing testis syndrome. *The Journal of Urology*, 160, 1161-1163, 1998.
30. Cozzolino D, **Cendron M**, Hoopes J, DeVore D. Biological behavior of autologous collagen based extra cellular matrix injected in the rabbit's bladder wall. *Neurology and Urodynamics* Vol. 18-5, pp 487-495, 1999.
31. **Cendron M**, Ellsworth PI. Traitement des Hypospades complexes par la technique de Snodgrass (Tubularized, Incised Urethral Plate). *Annales d'Urologie* Vol. 33, no. 5, pp. 364-367, 1999.
32. Ellison L, **Cendron M**. Early diagnosis of fetal bladder outlet obstruction. *Journal of Pediatric Surgery*, Vol 35, No 3 (March), 513-514, 2000.
33. Lopes JF, Ellsworth PI, **Cendron M**. Cystoscopy at the time of ureteral reimplantation for primary vesicoureteral reflux: is it necessary? Incidence of undetected anomalies and cost. *Urology*, 57(6), 1156-1159, 2001.
34. Lopes JF, Ellsworth PI, **Cendron M**. Histologic analysis of epithelial regrowth after Tubularized, Incised Urethral Plate Urethroplasty, *Journal of Urology*, 166:1014-1017, 2001.

35. Edney MT, Lopes JF, Schned A, Ellsworth PI, **Cendron M**. Time course and histology of urethrocutaneous fistula formation in a porcine model of urethral healing. *European Urology*, 45(6), 806-810, 2004.
36. Eaton SM, Estrada CR, **Cendron M**, Bauer SB, Borer JG, Cilento BG, Diamond DA, Peters CA, Retik AB. Intermittent testicular torsion: diagnostic features and surgical outcomes. *Journal of Urology*, 174(2):1532-1535, 2005.
37. Elder JS, Diaz M, Caldamone AA, **Cendron M**, Greenfield S, Hurwitz R, Kirsch A, Koyle MA, Pope J, Shapiro E. Endoscopic therapy for VUR: a meta-analysis. I. Reflux resolution and urinary tract infection. *Journal of Urology*, 175(2):716-722, 2006.
38. Lee R, **Cendron M**, Kinnamon DD, Nguyen HT. Antenatal hydronephrosis as a predictor of postnatal outcome: a meta-analysis. *Pediatrics* 118: 586-593, 2006.
39. Lee R, Passeroti C, **Cendron M**, Estrada CR, Borer JG, Peters CA. Early results of robotic assisted laparoscopic lithotomy in adolescents. *Journal of Urology*, 177:2306-2310, 2007.
40. Higham-Kessler J, Reinert SE, Snodgrass WT, Hensle TW, Koyle MA, Hurwitz RS, **Cendron M**, Diamond DA, Caldamone AA. A review of failures of endoscopic treatment of vesicoureteral reflux with dextranomer microspheres. *Journal of Urology* 178(2):652-655, 2007.
41. Wang Il, Perrlman EJ, Zuppan C, Brundler MA, Cheung CR, Calicchio ML, Dubois S, **Cendron M** Murato-Collins J, Wenger G, Strelecki DBS, Barr FG, Collins T, Perez-Atayde AR, Kozakewch H.. Desmoplastic small round cell of the kidney in Childhood. *Am JK Surg pathol* 31(4) :576-84, 2007.
42. Passeroti C, **Cendron M**, Gargollo P, Nguyen H. Minimally invasive surgical approaches to retrovesical structures. *International Journal of Medical Robotics and Computed Assisted Surgery*, 3:307-311, 2007.
43. Nelson CP, Diamond DA, **Cendron M**, Peters CA, Cilento BG. Extracorporeal shock wave lithotripsy in pediatric patients using a late generation portable lithotripter: experience at Children's Hospital Boston. *Journal of Urology* 180(4):1865-1868, 2008.
44. Estrada C, Passerotti C, Graham D, Peters C, Bauer S, Diamond D, Cilento Jr B, Borer J, **Cendron M**. Nomograms for predicting yearly resolution of primary vesicoureteral reflux: results from 2462 children. *Journal of Urology* 182 (4 Suppl):1535-42, 2009.
45. Diamond DA, Xuewu J, Bauer SB, Cilento BG, Borer JG, Nguyen H, **Cendron M**, Rosoklija I, Retik AB. Surgery for bulbous urethral strictures in boys - what is the optimal surgical strategy? *Journal of Urology*, 182(4 Suppl): 1755-6, 2009.
46. Diamond DA, Xuewu J, Cilento BG Jr, Bauer SB, Peters CA, Borer JA, Mandell J, **Cendron M**, et al. Varicocele Surgery: A decade's experience at Children's Hospital. *British Journal of Urology International*, 104(2):246-9, 2009.
47. Passerotti C, Chow JS, Silva A, Schoettler CL, Rosoklija I, Perez-Rossello J, **Cendron M**, Cilento BG, Lee RS, Nelson CP, Estrada CR, Bauer SB, Borer JG, Diamond DA, Retik AB, Nguyen HT. The Utility of Ultrasonography in Evaluating Children with Urolithiasis: a Prospective Study Comparing Computed Tomography and Ultrasonography. *J Urol* 182(4suppl): 1829-34, 2009.

48. Nguyen HT, Herndon A, Cooper C, Gatti J, Kirsch A, Kokorowski P, Lee R, Perez-Brayfield M, Metcalfe P, Yerkes E, **Cendron M**, Campbell JB. The Society for Fetal Urology consensus statement on the evaluation and management of antenatal hydronephrosis. *Journal of Pediatric Urology* 6: 213-231, 2010
49. Hong YK, Onal B, Diamond DA, Retik AB, **Cendron M**, Nguyen HT. Robot-assisted laparoscopic excision of symptomatic retrovesical cysts in boys and young adults. *J Urol* 186: 1567-1570, 2011.
50. Zanetta VC, Rosman BM, Bromley B, Shipp TD, Chow JS, Campbell JB, Herndon DC, Passerotti CC, **Cendron M**, Retik AB, Nguyen HT. Variations in management of mild prenatal hydronephrosis among maternal-fetal medicine obstetricians, and pediatric urologists and radiologists. *J Urol*. 2012 Nov; 188 (5): 1935-9.
51. Harty, NJ, Nelson CP, **Cendron M**, Turner S, Borer JG. The impact of electrocautery method on post-operative bleeding complications after non-newborn and revision circumcision. *J Pediatr Urol*. 2013 9(5): 634-7.
52. Cho P, **Cendron M**. The surgical management of male epispadias in the new millennium. *Current Urol Rep* 2014 15(2):472.
53. Rosman BM, Barbosa JA, Passerotti CP, **Cendron, M**, Nguyen HT. Evaluation of a novel gel-based ureteral stent with biofilm resistant characteristics. *Int. Urol. Nephrol*. 2014 46(6):1053
54. McNamara ER, Schaeffer AJ, Logvineko T, Seager C, Rosoklija I, Nelson CP, Retik AB, Diamond DA, **Cendron M**. Management of proximal hypospadias with 2-stage repair: 20 year experience. *J Urol* 2015 Oct; 194 (4): 1080-5 PMID 25963188\
55. McQuaid JW, Johnson EK, Andrews E, Rosoklija I, **Cendron M**. The efficacy of congenital penile curvature repair in preadolescent males: early outcomes. *Urology*. 2016 Jun: 92:95-9 PMID 26845052
56. **Cendron M**, Cho PS, Pennison M, Rosoklija I, Diamond DA, Borer JG. Anatomic findings associated with epispadias in boys : Implications for surgical management and urinary incontinence. *J Ped Urology* 2017; 09:22. PMID 29150195
57. **Cendron M**. The megameatus, intact prepuce variant of hypospadias: use of the inframeatal vascularized flap for surgical repair. *Front. Pediatr* 2018, Mar 14; 6:55 PMID 29594086
58. Bauer SB, Vasquez E, **Cendron M**, Wakamatsu MM, Chow JS. Pelvic floor laxity: A not so rare but unrecognized form of daytime urinary incontinence in peripubertal and adolescent girls. *J Pediatr Urol*. 2018 Jun 07. PMID: 29909988.
59. Hayes L, **Cendron M**. Comorbidity of Obsessive-Compulsive Symptomatology and Bowel and Bladder Dysfunction in a Tertiary Children's Hospital: A Case Series. *Urology*, In press. URL -D-22-02166

Other peer-reviewed publications (case reports and reviews)

1. Garber BB, **Cendron M**, Cohen R, Whitmore KE. Xanthogranulomatous pyelonephritis and amyloidosis: a rare association. *Journal of Urology* 142:114-116, 1989.
2. **Cendron M**, Wein AJ, Schwartz SS, Murtagh F, Livoisi VA, Tomaszewski JE. Germ cell tumors of the testis in a patient with von Hippel-Lindau disease. *Urology* 27:69-71, 1991.
3. **Cendron M**, Garber BB. Sulfadiazine urolithiasis in a patient with AIDS. *Infectious Urology* March/April: 60-62, 1993.
4. **Cendron M**, D'Alton ME, Crombleholme TM. Prenatal diagnosis and management of the fetus with hydronephrosis. *Semin Perinatol* 18:201-220, 1994.
5. Curtis M, Schned A, Hakim S, **Cendron M**. Papillary transitional cell carcinoma of the bladder with lymphangiectasis in an eight-year-old boy. *Journal of Urology* 156(1): 202, 1996.
6. Robertson FM, **Cendron M**, Klauber GT, Harris BH. Renal cell carcinoma in association with tuberous sclerosis in children. *Journal of Pediatric Surgery* 31(5): 729-730, 1996.
7. Slaughenhaupt BL, Al-Hindi HN, Wallace EC, Ucci A, **Cendron M**. Capillary hemangioma of the testis. *Journal of Urologic Pathology* 4: 283-288, 1996.
8. Cozzolino DJ, **Cendron M**. Bilateral renal vein thrombosis in a newborn: a case of prenatal renal vein thrombosis. *Urology* 50:128-131, 1997.
9. Lerner L, **Cendron M**, Rous SN. Nephrolithiasis from Indinavir, a new human immunodeficiency virus drug. *Journal of Urology* 159, 2074-2075, 1998.
10. Ellsworth PI, **Cendron M**, Walker RD. Pediatric and adolescent gynecology for the urologist. *AUA Update Series, Lesson 36, Volume XVII*, 1998.
11. Ellsworth PI, Gormley EA, **Cendron M**. Urodynamic testing in the pediatric patient. *AUA Update Series, Lesson 12, Volume XVIII*, 1999.
12. Edney MT, Ellsworth PI, **Cendron M**, Schned AR, et al, Priapism in a 15-year old with congenital dyserythropoietic anemia, type II. *Journal of Urology*, 167:309-310, 2002.
13. Weidman E, **Cendron M**, Schned AR, Harris R, Scrotal lymphangioma: an unusual location. *Journal of Ultrasound Medicine*, 21:669-672, 2002.
14. Edney MT, Ellsworth PI, Slaughenhaupt BL, **Cendron M**. Antimicrobial Therapy in Pediatric Urology, *Contemporary Urology*, pp. 35-48, July 2002.

15. Kim S, Linden B, **Cendron M**, Puder M. Pediatric anorectal impalement with bladder rupture: case report and review of the literature. *J Pediatr Surg*; 41(9):E1-3, 2006.
16. Eaton SH, **Cendron M**. Primary desmoplastic small round cell tumor of the kidney in a 7 year old girl. *Journal of Pediatric Urology*. 2(1): 52-4, 2005
17. **Cendron M**. Antibiotic Prophylaxis in the Management of Vesicoureteral Reflux. *Advances in Urology*, 2008 - 825475, Hindawi.com. 2008
18. **Cendron M**. Reflux Nephropathy. *Journal of Pediatric Urology* 4:414-421, 2008.
19. Psutka S, **Cendron M**. Bladder diverticula in children. *Journal of Pediatric Urology*, 2013: 129-138.
20. Hartman RJ, Welchons DR, Teot L, Chow J, **Cendron M**. Incidental capture of a rarely diagnosed pediatric tumor: an infant with clear cell sarcoma of the kidney. *Urology*. 2013 82(5): 1416-8.

Non-peer reviewed scientific or medical publications/materials in print or other media

Proceedings of meetings or other non-peer reviewed research publications

1. Hoopes PJ, Cozzolino DJ, **Cendron M**, Paulsen KD et al. Is penile electrocautery safe? Temperature assessment in a sheep model. Thermal treatment of tissue: Energy delivery and assessment, Thomas P. Ryan, Editor Proceedings of SPIE, Vol. 4247, pp. 77-87, 2001.

Reviews, chapters, monographs and editorials

1. **Cendron M**, Hanno PM. Impotence: Evaluation and Treatment. *Health and Medical Horizons*, Macmillan Publishers, 1989.
2. **Cendron M**, Pollack HM. The diagnosis of seminal vesicle cyst associated with ipsilateral renal agenesis. *Contemporary Urology* June-July, 1989.
3. **Cendron M**, Payne CK, Pollack HH. Diseases of the retroperitoneum. In: Gillenwater JY, Grayhack JT, Howards SS, Duckett JW (eds). *Adult and Pediatric Urology*, 2nd ed. Chicago: Mosby Year Book Company, 1991.
4. **Cendron M**, Gearhart JP. The Mitrofanoff procedure. *Urol Clin North Am*, November 1991.
5. **Cendron M**, Duckett JW. The Maldescended Testicle. *AUA Update Series*. Lesson 28 (10) 1991.
6. **Cendron M**, Gearhart JP, Jeffs RD. Technique of Sub-trigonal Collagen Injection Therapy for Vesicoureteral Reflux. *Report on Urologic Techniques* 1(4), 1991.

7. **Cendron M.** Clinical presentation of genital anomalies in the female pediatric age group. *Dialogues Pediatric Urology* 16:6, 1993.
8. **Cendron M.** Diseases of the retroperitoneum. In: Hanno PM, Wein AJ (eds). *A Clinical Manual of Urology*, 2nd ed. Pergamon Press, 1993.
9. **Cendron M** (Guest Editor). Developmental bladder physiology: emerging concepts. In: *Dialogues in Pediatric Urology*, March 1993.
10. **Cendron M**, Grous CA. Urologic surgery. In: *Perioperative Nursing: a Comprehensive Textbook*. Philadelphia: W.B. Saunders, 1993.
11. **Cendron M**, Klauber GT. Ureteral pathophysiology. In: Sant GR (ed). *Pathophysiologic Principles of Urology*. Blackwell Scientific Publications, 1994.
12. **Cendron M**, Sant GR. Testicular disorders and disorders of the scrotal contents. In: Noble J (ed). *Primary Care in General Medicine*. Chicago: Mosby Year Book Company, 1994.
13. **Cendron M.** Temporary cutaneous diversion in children. In: **Cendron M** (ed.) *Dialogues in Pediatric Urology*, 1995.
14. Williams JC, **Cendron M.** Evaluation and management of the acute scrotum. In: Elder J (ed). *Topics in Clinical Urology*. Iga-Shoin Medical Publishers, 1995.
15. Slaughenhaupt B, **Cendron M.** Antimicrobial use in pediatric urology. *Complications in Surgery* 1996, Medscape (<http://medscape.com>)
16. **Cendron M**, Elder JS, Duckett JW: Perinatal urology. In: Gillenwater JY, Grayhack JT, Howards SS, Duckett JW (eds). *Adult and Pediatric Urology*, 3rd ed. Chicago: Mosby Year Book Co., 1996.
17. **Cendron M.** Clinical significance of prenatally diagnosed hydronephrosis. In: Rous SN (ed). *Urology Annual*. Blackwell Science, 1996.
18. **Cendron M.** La derivazione urniaria temporanea. In: U. Beseghi, V. Jasonni (eds.) *Edi-Meeting Urologia Pediatrica*. Italia: Editeam s.a.s, 1996.
19. **Cendron M.** Perinatal urology. In: Howards SS (ed). *Review of Adult and Pediatric Urology*. Chicago: Mosby Year Book Co., 1996.
20. Canning DA, Atala A, **Cendron M**, et al. Options and obstacles in bulking agent therapy. *Contemporary Urology* 8(2):36-56, 1996.
21. Sargent S, **Cendron M.** Prenatal ultrasound diagnosis of urinary tract abnormalities. In: Rous SN (ed). *Urology Annual*. Blackwell Scientific, 1997.
22. **Cendron M**, Gormley EA. Pediatric Urodynamics: how, when and for whom? *Contemporary Urology*, 9 (4):21-36. April 1997.
23. **Cendron M**, Miller R. Simple Elegance, generations of Newburyport Silversmiths. *The Historical Society of Old Newbury*, 1998.

24. **Cendron M** . Long-term follow-up after ureterocystoplasty in a small cohort of patients. *Dialogues in Pediatric Urology*, Vol. 21, No 8 (August), 1-4, 1998.
25. **Cendron M**. La Derivation Urinaire Temporaire. In: Guys JM, Aubert D (eds). *La Vessie Neurologique de l'Enfant*. Sauramps Medical, Montpellier, France, 1998.
26. Ellsworth PI, **Cendron M**, Ritland D, McCullough M. Hypospadias repair in the 1990's. *AORN J*. 69, 148-161, 1999.
27. **Cendron M**, Primary nocturnal enuresis: current concepts. *American Family Physician*, Vol. 59-5, 1205-1214, 1999.
28. **Cendron M**. Book Review: *Pediatric Surgery and Urology: Long-term Outcomes*. *Journal of Urology*, April, 161, 4 pp. 1424, 1999.
29. Ellsworth PI, **Cendron M**, McCullough MF: Surgical Management of Vesicoureteral Reflux. *AORN Journal*, Vol 71, No 3 (March) 498-513, 2000.
30. Editorial comments on Clinical Results of Fetal Obstructive Uropathy Treated by Vesicoamniotic Shunting Procedure, *Urology*, 55(1) 2000, pp 118-122.
31. **Cendron M**. Die Uberzahlize Urethra. In: Hohenfellner R, Thüroff JW, Schulte-Wissermann H (eds). *Kinderurologic in Klinik und Praxis*. Stuttgart, Germany: George Thieme Verlag, 2000.
32. **Cendron M**, John Clark, MD: New England's First Lithotomist. *Urology*, Names in Urology, 58:129-131, 2001.
33. Grous C, **Cendron M**. In Phippen, M and Papanier-Wells, M, (eds). *Perioperative Nursing Practice, Urologic Surgery*, Second Edition, 2001.
34. **Cendron M**. *Surgical Reconstruction of the Bladder Neck*. Edited by Corcos, J and Schick, E., Marcel Dekker, N.Y., N.Y., 2001.
35. **Cendron M**. *Disorders of the Penis and Scrotum.*, Gearhart JP, Rink RC, Mouriquand P. (eds). W B Sanders, Philadelphia, 2001.
36. **Cendron M**, Elder, JS. *Perinatal Urology*. Gillenwater Grayhack H, Duckett. Editors, Mosby Yearbook, 2001.
37. **Cendron M**. Editorial comment on Prospective comparison and one year follow-up of a single endoscopic subureteral polydimethylsioxane vs dextranomer/hyaluronic acid copolymer injection for the treatment of vesicoureteral reflux in children. *Urology*, 60(5), pp. 898, 2002.
38. **Cendron M**. *Prenatal Urology*. JP Gearheart, Editor, Saunders, Humana Press, 2003.
39. **Cendron M**. Editorial comment on article Desmopressin Toxicity, *Journal of Urology*, 176, 758, 2006.
40. **Cendron M**. Unusual conditions of the bladder including bladder trauma, urachal anomalies and bladder diverticula. In: Kellalis-King-Bellman Textbook of Clinical Pediatric Urology, 5th ed. Docimo, Canning, Khoury (eds), Informa, 2006.

41. **Cendron M.** Editorial: Endoscopic treatment for vesicoureteral reflux: Let's not get carried away! *Urology* 68:2, pp. 239-241, 2006.
42. **Cendron M.** Expert commentary: Sheath approximation technique. 2nd ed. of *Hinman's Atlas of Pediatric Urology*, Hinman Jr F, Baskin L (eds), 2008.
43. **Cendron M.** Expert commentary. Perimeatal-based Flap repair (Mathieu). 2nd ed. *Hinman's Atlas of Pediatric Urologic Surgery*, Hinman Jr F, Baskin L (eds), 2008.
44. **Cendron M.** Evolutionary Ideas in Pediatric Urology. *Dialogues in Pediatric Urology*. Vol. 29 (4), 2008.
45. **Cendron M.** Editorial comment. *J Urol* 2010 184(2); 680-681.
46. Chaing G, **Cendron M.** Anomalies of the penis and scrotum. Chapter 42. In: *Pediatric Urology*, 2nd ed. Gearhart, Rink, Mouriquand (eds), Elsevier, 2010
47. Letters to the Editor- **Cendron M** Editorial comment. *J Urol*. 2012 Feb; 187 (2): 681.
48. **Cendron M.** Urethral Duplication. Chapter 24. In: Thüroff/Sehulte-Wissemann. *Kinderurologic in Klinik and Praxis*. 2012
49. Gomez P, **Cendron M.** Unusual conditions of the bladder, including bladder trauma, urachal anomalies and bladder diverticula. Kellalis, King and Belman *Textbook of Pediatric Urology*. 6th edition, Informa, 2013.
50. Barnewolt C, **Cendron M.** Prenatal imaging of the genito-urinary tract in Pediatric and Adolescent Urologic Imaging. Palmer and Palmer, Editors. Springer 2014.
51. **Cendron M** Flap repair (for Hypospadias) Opposing views. *J Urol*, 2014; 193: 780
52. **Cendron M.** Reflux Nephropathy and Vesicoureteral Reflux. In: *Core Concepts in parenchymal. Kidney disease*. FC Fervenza, J Lin, S Sethi and AK Singh, editors. Springer, 2014.
53. McQuaid JW, **Cendron M.** Author reply. *Urology*. 2016 06; 92:99. PMID: 2673319
54. **Cendron M.** International Consultation on Urologic Diseases. The Urologic Management of Children with Spinal cord Injury. *Urology*, 2017
55. **Cendron, M.** Editorial comment. *J Urol*. 2018 Aug; 200(2): 446-447. Pii:S0022-5347 (18)43095-9. Pmid: 29750915
56. Eswara JR, Castellan M, González R, Mendieta N, **Cendron M.** The urological management of children with spinal cord injury. *World J Urol*. 2018 Oct; 36(10):1593-1601. PMID: 30105455.

Professional Education Materials or Reports, in print or other media

1. Syllabus. GU embryology. American Urologic Association board review course used for board certification review.

2. Syllabus. Obstructive uropathy. Dartmouth Medical School basic science course used by medical students as part of basic science curriculum.
3. Syllabus. Fluids and electrolytes. Dartmouth Medical School basic science course used by medical students as part of basic science curriculum.
4. Syllabus. Hernia and hydrocele. Societé International d'Urologie. International review course for physicians.
5. Syllabus. Cryptorchidism. Societé International d'Urologie. International review course for physicians.

Clinical Guidelines and Reports

Core Curriculum for Pediatric Urology at Children's Hospital. This material was being compiled for by pediatric urology fellows and residents to ensure that all aspects of pediatric urology are covered during their training. 2010

ICUD-SIU Joint Consultation on the Urologic Management of Children with Spinal Cord Injuries 2016

Thesis

Honors Thesis: Study of fatty acids in cell membranes in patients with Duchene muscular dystrophy. Bowdoin College, 1978.

Abstracts, Poster Presentations and Exhibits Presented at Professional Meetings (last 3 years)

1. McNamara E, Schaeffer AJ, Seager CM, Rosoklija I, Retik AB, Diamond DA, **Cendron, M.** Management of proximal hypospadias with 2-stage repair: 20 year experience. Pediatric Urology Fall Congress, Miami, 2015.
2. McQuaid, JW, Cendron, M. The efficacy of congenital penile curvature repair in pre-adolescent males without hypospadias: early outcomes. New-England AUA meeting. Providence, RI. 2015
3. Eswara J, Cendron M. The urologic management of children with spinal cord injury. Societe International d'Urologie meeting, October 2016 Buenos Aires, Argentina
4. Weiss D, Cendron M, Goetz J, Bore J, Groth T, Shukla A, Mitchell M, Canning D. Epispadias repair offers favorable continence outcomes: an 18-year multi-institutional experience. The Society for Pediatric Urology Spring Meeting, San Francisco, Ca, 2018
5. Cendron M, McNamara E, Kurtz M, Diamond D. Simon Duplay : The dawn of hypospadiology. American Urologic Association, Annual Meeting, San Francisco, Ca, 2018

Narrative Report

My carrier in pediatric urology did not start on an auspicious note: after two years of medical school in France, I simply did not make the grade and was forced to quit. Forty years later, 20 of which at Boston Children's Hospital and Harvard Medical School, it appears that I may have righted the ship. I left France and transferred to Bowdoin College where I was given the opportunity to discover research and academic pursuits which have been an integral part of my life ever since through medical school, residency, fellowship and finally into clinical practice. From exploring the molecular attachment of a parasite to developing animal models and new surgical techniques, my carrier has been driven by curiosity and motivated by the challenges of discovery.

Broadly my carrier can be divided into three parts. The first fifteen years were devoted to research focused on three areas of pediatric urology: prenatal urology, vesico-ureteral reflux and hypospadias. Through the establishment of animal models I was able to recreate clinical situations that could be studied in the laboratory.

Starting with an animal model of partial urethral obstruction which I developed during my fellowship, I have carried out both bench research and clinical studies which have subsequently been presented at various national and international meetings and published several articles, the most recent one having been published in the journal *Pediatrics*. This article provides a comprehensive meta-analysis of the current information on prenatally diagnosed hydronephrosis and its postnatal outcomes. This paper, which has been quoted widely, offers clinically relevant information which can be used as a prenatal counseling tool for parents whose fetus carries the diagnosis of hydronephrosis.

In the area of clinical research on vesico-ureteral reflux, I have carried out translational research looking to apply the use of autologous collagen for the treatment of vesicoureteral reflux. An innovative animal model was developed and studied to evaluate the use of this new bulking agent. I have also produced several clinical research articles on the topic of reflux as well as several review papers. The most recent one entitled *Reflux Nephropathy* is a comprehensive review of the long-term effects of reflux on the kidney.

My mentor John Duckett, M.D. had a lasting influence on my interest in hypospadias which led me first to organize and implement an animal model of hypospadias focused on assessing the time line and histology of the urethral healing process after hypospadias repair. Subsequently, after carrying out a retrospective review of a large series of patient with proximal hypospadias, I have set-up a prospective IRB-sponsored long-term study so as to better ascertain the factors that may positively influence the surgical outcomes of patients with complex hypospadias.

In 1998 the second phase of my carrier came to be as I was elected Program Chairman for the Society for Fetal Urology and since that time have been involved in organizing a number of national and international meetings. This administrative and leadership experience has been further expanded by my election to Program Chairman for the Annual Meeting of the Society for Pediatric Urology and subsequently to the position of Secretary/Treasurer of the Society for Pediatric Urology (SPU). During my tenure as Secretary of the SPU, the Society was completely reorganized. A new administrative structure was put in place. Fundraising was expanded and reached the level of \$150,000 per year. A new research grant award system was also initiated. In 2007, I was honored to become the president of the SPU. More recently, I have organized the Pediatric Urology Winter Forum, a meeting which invites the top pediatric urologists both from the United States, South America and Europe. This is a five day, six hours a day meeting during which cutting edge research is presented and discussed. Finally, I was the Chairman and organizer of the First World Congress of Pediatric Urology which was held in 2010 in

San Francisco. For the first time ever, this meeting brought together all of the international pediatric urology societies and showcased the most recent advances in pediatric urology. This project represented a huge political and logistical effort which was rewarded with the participation of over 1000 physicians, nurses and allied health members.

When I moved to Boston Children's Hospital for the third phase of my carrier, my focus has shifted towards clinical practice and teaching. Teaching is an activity that I enjoy probably more than anything in my day-to-day activities. The interaction with medical students, residents, fellows and colleagues has always stimulated me and provided me with further ideas for research. While at Dartmouth Hitchcock Medical Center, I set up a CME program for primary care physicians. This quarterly program provided lectures on pediatric topics. On a national level, I have taught several courses for the American Urologic Association including a board review course on urologic embryology and on the long term consequences of testicular maldescent.

At Children's Hospital, I am directly involved in the teaching of the residents and fellows, both in the operating room and in the clinics. I am responsible for the organization and planning of two CME programs within the department of urology: the weekly Grand Rounds and Indications conference. I have also initiated and implemented the pediatric urology Journal Club. Teaching medical students and residents has enabled me to share my enthusiasm for pediatric urology and have been rewarded by the fact that a number of them have gone on to successful careers in pediatric urology. In my teaching of urology residents and fellows, I like to emphasize the importance of good communication, safe practice, attention to detail and the importance of long-term follow-up as well as the importance of critical thought and a need improvement and innovation.

Educational writing has helped me focus my attention on some of the topics that I found interesting and challenging. I have been very fortunate to have had articles published in peer reviewed journals and classic textbooks in pediatric urology. The feed-back and comments that I received about these publications has been very rewarding. Furthermore, the experience has helped me with my editorial activities with the Journal of Urology and with the online peer-reviewed medical reference site, eMedicine, for which I am Editor-in-Chief for Pediatric Urology.

Over the 30 years, I have enjoyed a career in pediatric urology and have seen the sub-specialty grow enormously having become recognized as a stand alone sub-specialty sanctioned by a certificate of added qualification. I am fortunate to have thrived in an academic environment at Harvard Medical School having been able to pursue both translational and clinical research, to carry out administrative and leadership activities as well as having had the opportunity to teach and mentor a large number of young aspiring urologists and pediatric urologists here at home and abroad.



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 APR 18 A 11:49

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 24, 2023
Subject: Re-Appointment

I hereby re-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 May 1, 2024.

Jeanette Isabella
100 Water Street
Newburyport, MA 01950

Jeanette Isabella
100 Water Street
Newburyport, MA 01950
786-246-2422

Education:

Lesley University, Cambridge, MA
BA: Human Development

Employment /Business Experience:

Harvard University, Printing Office	Print Jobs Coordinator
MA Institute of Technology	Administered Theatre and Dance Programs
Slenderizers, Newburyport	Owned & Operated an Exercise Salon
Life Coach, Newburyport	Worked with clients to achieve their goals
Author: <i>Someday is Here!</i>	30 days of Motivational Success Planning

Volunteer/Community Experience

Actors Studio of Newburyport	Past President, Board of Directors
Custom House Maritime Museum	Established an Art Conservation Fund
Emma Andrews Library	Commission Member, Association Member
Gr. Newburyport Village	Past Member, Member Care Team
Gr. Newburyport Ovarian Cancer	Volunteer
Newburyport Bank	Past Corporator (10 year term)
Newburyport Senior Center	Board Member, Friends of Council on Aging
Salisbury Council on Aging	Past President, Council on Aging Friends

References:

Debra Green, Business Owner 978-225-6700	Greetings by Design 6 Market Square, Newburyport
Elizabeth Valeriani 978-465-0715	28 Oak Street, Newburyport Commission Mem, 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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 APR 14 A 8:37

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 24, 2023
Re: Re-Appointment

I hereby re-appoint, subject to your approval, the following named individual as an alternate member of the Tree Commission. This term shall expire on May 1, 2026.

Paul J. Harrington
251B High Street
Newburyport, MA 01950

March 30, 2023

Paul J. Harrington
251B High Street
Newburyport, MA 01950

Honorable Mayor Sean Reardon
City of Newburyport MA
60 Pleasant Streets
PO Box 550
Newburyport, MA 01950

Dear Mayor Reardon,

I am writing to request your consideration of my reappointment as an Alternate to the Newburyport Tree Commission. My term expired on March 1, 2023.

I have been serving on the Commission since 2012. I have served as treasurer and functioned as a purchasing agent for buying trees and procuring contracts for seasonal planting and watering of trees. My appointment was adjusted to an alternate after a fall in 2016 resulted in disabilities that prevented my regular attendance at meetings. Others assumed the financial role but I have continued to managed the purchasing each spring and fall.

I understand your interest in reaching out to the community for new and fresh volunteers and that reappointing an octogenarian might seem rather imprudent. However I think the Commission being comprised of several newly appointed Commissioners will benefit from my long association and understanding of the commission's functioning.

I have found serving over the years with several different groups of dedicated people a rewarding experience and look forward to the opportunity to continuing with this highly qualified group of commissioners.

Thank you for your time and I look forward to hearing from you.

Sincerely,


Paul J. Harrington

Paul J. Harrington

251B High Street • Newburyport, MA 01950 • (617) 799-1215 • Hbees@comcast.net

Objective

To secure a reappointment as an Alternate member of the Newburyport Tree Commission.

Profile

I am a retired construction industry business professional with over fifty years experience. I was president and CEO of E.M. Duggan, a major Boston area mechanical contractor. I was in charge of all phases of the company operations including oversight of all Project Management, Estimating, Engineering, and over 250 field trade personnel. I was responsible for sales and negotiated all contacts with our general contractor clients. I was president of the contractors association, chairman of the employers' collective bargaining committee and chairperson of the Plumbers' Local #12 health, welfare and pension fund trustees. Since my retirement, in addition to Tree Commission work, I was actively involved in the founding and development of the Greater Newburyport Village where I serve as president and treasurer. The Village is a fully volunteer driven 501.c.3 nonprofit serving seniors in the Newburyport area with services to support their needs while aging in their own homes and the social programs and events to provide the community involvement required to address the isolation common among this group.

My organizational abilities and skills working with individuals in groups through thoughtfulness, diplomacy and tactful methods and my keen sense of humor will serve me well as a member of the commission.

Professional Experience

- ◆ Business management.
- ◆ Contract negotiations.
- ◆ Project Management.
- ◆ Project Scheduling.
- ◆ Budget preparation and cost control.
- ◆ Personnel management.
- ◆ Project costs estimating.
- ◆ Sales & marketing.
- ◆ Team building
- ◆ Computer skills.
- ◆ Problem solving.

Employment History

E. M. Duggan, inc.
Canton, MA
1978 – 2011
President CEO, Principal

John J. Sullivan, Inc
Jamaica Plain, MA
1978 to 1980
Estimator, Project
Manager

**C. H. Cronin Company
(Wolff & Munier, inc.)**
Boston, Malden, MA
1961 – 1978
Plumber, Estimator

Education

Matignon High School, Cambridge, MA
Plumbers Union No.12 Apprentice Training Program
Franklin Institute, Plumbing Design and Engineering (*Non Degree Program*)
Northeastern University, HVAC Design and Engineering (*Non Degree Program*)



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 APR 18 P 2:51

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 24, 2023
Subject: Re-Appointment

I hereby re-appoint, subject to your approval the following named individual as a member of the Council on Aging. This term will expire on May 1, 2026.

John A. Green
12 Finnegan Way
Newburyport, MA 01950

April 16, 2023

John A. Green
12 Finnegan Way
Newburyport, MA 01950
(617) 680-5846

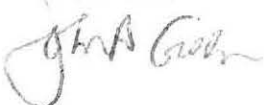
Mayor Reardon,

I am writing this letter to request reappointment to the Council on Aging. I have been involved with Seniors and the Center itself for 10 years. 5 years as a member of the C.O.A. and prior to my service on the council, I was a member of the planning committee to build the great facility we are all proud to be a part of. I also served on the committee tasked with raising private donations to close the \$385,000 budget gap between the bond and the final cost.

Recently I was able to assist in the installation of a generator for the building. I would be honored to serve again at your pleasure. I enjoy this board and take pride in our work for the City of Newburyport.

Attached you will find 2 resumes., One for my 30 year career in corporate executive management and another for my decade long teaching career after I retired from the food industry. I believe both careers are beneficial to the work of the board.

Respectfully

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

John A. Green

John A. Green
12 Finnegan Way
Newburyport, MA 01950
978 462-1917
john.green12@comcast.net

Teaching Experience

2000-2001: Internship-Nock Middle School, Newburyport, MA

- Discovery Unit- Teaching 7th and 8th Grade students with learning and behavioral challenges.

2001-2009: Bishop Fenwick High School, Peabody, MA

- Social Studies teacher- Working primarily with 9th and 10th grade students. Taught at all levels but focused on students needing basic learning skills.
- Bishop Fenwick Summer Program for incoming freshman.
- Lawrence High School Summer Program for MCAS preparation.

Additional Activities

- Bishop Fenwick- Director of Student Activities
- Student Council Advisor
- Boys Varsity Soccer Coach
- Teacher Representative to Bishop Fenwick High School Board
- Participated in numerous Drama Club productions
- Assisted in various fund raising activities
- CCD teacher from 1976-2002. Including Immaculate Conception
- Newburyport Town Soccer Coach

John A. Green

12 Finnegan Way
Newburyport, MA
(978) 462-1917

Email j.green@mediaone.net

SUMMARY

A track record of unique experience and progressive advancement in retail and wholesale management with particular strengths in sales and marketing, procurement, operations, merchandising, program development, negotiating and problem solving.

PROFESSIONAL EXPERIENCE

GOURMET AWARD FOODS / TREE OF LIFE NORTHEAST DIVISION

Director of Specialty and Gourmet Food (1999 - 2001)

Responsible for all category management in a \$200 million division of this worldwide distributor of specialty foods. Assigned as an "Account Manager" for A&P which includes responsibility for sales and chain calls for 20% of the divisions business.

SHOPRITE / BIG V SUPERMARKETS, INC.

Director of Non-Food./HBC (Jan. 99 - June 99)

Accepted a consulting position to develop a GM/HBC Program for seasonal merchandising and Super Center Category Management. Worked simultaneously as a broker for Savoy, Inc. selling imported G.M. as well as "As Seen On T.V.Products" to major chains.

RO-JACK'S SUPERMARKETS

Director of Sales and Marketing (1997-1998)

Responsible for all category management, advertising, marketing, promotions and P.O.S.. Developed programs which have resulted in P & L improvements increasing gross margin by 4% and other income by 20% in 6 months. Redesigned the advertising format which resulted in a 12% sales increase. Implemented a promotional loyalty card marketing program. Launched a comprehensive Private Label program in all categories.

SHAW'S SUPERMARKETS, INC.

Corporate Manager of Promotions/Marketing(1994-1997)

Merchandised of all store display activity including weekly advertising plan., coordination and final determination of all ad items, price points and ad focus by competitor. Identified, planned and managed sales promotions resulting in price promotions and strategies, competitive response programs, in-store demonstrations, customer loyalty programs and electronic marketing. Directed category managers to provide items at price points and margins that support the corporate marketing plan as well as specific competitive programs thereby increasing profits by working with retail operations and store managers. Developed merchandising and marketing plans, both corporate and competitor specific in consultation with store supervisors and merchandising specialists

- Supervised the activities of merchandisers and buyers with responsibilities for inventory, service level and gross profit
- Managed vendor program negotiation, seasonal programs and marketing programs.
- Responsible for the initial stage development of E.C.R. programs to improve the profitability of procurement programs.

Falk & White, Inc. Dracut, MA

Vice President, Purchasing (1990-1992)

- Directed 200 employees through 11 direct reports and a budget of \$300 million.
- Created comprehensive purchasing operation; recruited staff and developed programs and systems.
- Instituted in-house diverting program resulting in an increase of 1% GP.
- Designed private label program and instituted Cash & Carry store.
- Managed key account for major chain accounting for 11% of business.

First National Supermarkets 1984 - 1990 Windsor Locks, CT

Manager, Corporate Sales and Merchandise (1989 - 1990)

- Developed general merchandise and health & beauty care programs, increasing chain's penetration from 5% to 10.5% in five years.
- Managed merchandising, plan-o-gramming, new store layouts, advertising, sales, gross margin and directed procurement and contracts negotiation for warehouse, pharmacy, and D.S.D. programs.
- Organized and coordinated activities of three buyers, three field supervisors, three secretaries and one D.S.D. coordinator.

Direct Category Buyer and D.S.D. Coordinator (1987 - 1989)

- Bought groceries, cigarettes, film, batteries, automotives, video feminine hygiene and seasonal/promotional merchandise.
- Trained and supervised 8 general merchandise field supervisors and reset personnel.

Supervisor - Finast and Edwards Division (1986 - 1987)

- Developed programs for both stores and outside vendors including re-merchandising of thirty conventional Finast Supermarkets thereby increasing sales from 5% to 9% of total store volume.
- Developed and set-up 10 new 60,000 sq. ft. stores.

Assistant Store Manager (1984 - 1985)

Golub Corp. Price Chopper (1978 - 1984) Schenectady, NY

Coordinator of General Merchandise Promotions (1982 - 1984)

- Developed and implemented major merchandising programs including operations, advertising, warehousing and transportation of promotional goods.

Merchandising - Corporate Staff (1979 - 1982)

- Formulated start-up plans and managed opening of new "One-Stop & Shop" super-store.
- Created, developed and tested new chain-wide corporate general merchandising programs including national advertising layouts.

Manager - General Merchandise (1979)

- Directed General Merchandise business within major store that increased weekly sales volume 30%, reduced inventory levels and upgraded productivity.

Manager Trainee (1978)

Completed six month operational and merchandising program in ten weeks.

EDUCATION

B.A. Degree -SIENA COLLEGE, Loudonville, New York

ORDERS



IN CITY COUNCIL

ORDERED:

May 8, 2023

Locations for Newburyport Black History Initiative Interpretive Signs

THAT the City Council of the City of Newburyport hereby authorizes the Mayor and his designated representatives to install interpretive signs related to the Newburyport Black History Initiative in the locations defined in the attached memorandum dated 4/25/2023 and entitled “Newburyport Black History Initiative – Locations for Historic Interpretive Signs.” The signs will be sited to maximize public viewing and honor the subject matter, to encourage viewing with sufficient space to avoid conflicts, and to be near features that are related to the subject matter.

Councillor Constance Preston



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

SEAN REARDON
MAYOR

MEMORANDUM

TO: **CITY COUNCIL**
FROM: **GEORDIE VINING, SENIOR PROJECT MANAGER**
SUBJECT: **NEWBURYPORT BLACK HISTORY INITIATIVE – LOCATIONS FOR HISTORIC INTERPRETIVE SIGNS**
DATE: 4/25/23

This memo requests the City Council's approval of locations for the installation of several Newburyport Black History Initiative interpretive signs. We are grateful for the City Council's approval of CPA funding for this project on 6/13/22. We continue to work with local resident and Northeastern University Professor of History and Africana Studies Dr. Kabria Baumgartner on the project along with many others. The signs will center the stories of Black Americans who lived and worked in Newburyport from the pre-Revolutionary War era to the early 20th century. We have finalized approximately half of the signs and are working on the balance. All of the signs have gone through a rigorous research, writing, and layout process which has included significant input from the Newburyport Public Library's Archival Center and the Museum of Old Newbury, as well as a number of other historians, editors, and Black community stakeholders.

In general, the criteria for siting the signs includes:

- Locating the historic interpretive sign near features, buildings, and sites that are related to the sign's subject matter and people as much as possible.
- Locating the signs in the shared public space of Newburyport's downtown core to maximize viewing by both residents and visitors and honor the Black history subject matter.
- Siting the signs just off of sidewalks and travelled ways to encourage viewing but with enough physical space to avoid clutter or conflicts.

See the attached appendix for illustration of the sites. We anticipate that these interpretive signs will be finalized, fabricated, and installed some time in 2023, and possibly into 2024. The Parks Commission has approved the location of the other interpretive signs in parks under the Commission's jurisdiction (Tracy Park, Brown Square, Bartlet Mall, Inn Street, and Rail Trail).

Please see the project page on the City's website for more materials about the Newburyport Black History Initiative, including videos, layouts, two magazine articles, and some images from the 2/1/23 event celebrating the installation of the first sign: <https://www.cityofnewburyport.com/planning-development/newburyport-black-history-initiative>

Thank you for your consideration.

Newburyport Black History Initiative

Interpretive Sign: A Landmark within a Landmark: Moses Prophet Townes

Moses Prophet Townes (1859–1951) migrated from Virginia to Newburyport and worked for more than 50 years on this site at the historic Wolfe Tavern.

Location:

At former location of Wolfe Tavern, off sidewalk at corner of State & Harris Streets in the State Street Parking Lot planter.



MOSES PROPHET TOWNES WORKED FOR DECADES AS A DOORMAN at Newburyport's grand Wolfe Tavern, and the Black man is described as a "landmark within a landmark" due to his long years of work at the Wolfe Tavern, a landmark of the city of State and Harris Streets, known for its music and a dining room for two floors. Business declined during the Great Depression, however, and the tavern demolished the nearby building in 1951 to replace with a new structure.

Born in Virginia in 1859, Townes was the eldest of seven surviving children. His parents were formerly enslaved farmers, who had come to Newburyport. As a young child, he witnessed the death of a Black man who migrated north in the late 19th century in the presence of the Great Migration when many Black people migrated from the South to work in the North and West. Townes' father and uncle, Lewis, William, and Francis, were prominent men in Newburyport. Like the Townes siblings, some share part of Newburyport's Black history in the early 20th century were originally from the South.

By 1884, Townes had a position at Wolfe Tavern, where he welcomed guests, assisted with carrying bags, and he followed around as a porter. In 1893, he married church organist and piano teacher Ella Lee (Ella) and they had a son Thomas, who was born in 1894. In 1898, he was the target of a heated long operation during Prohibition, the bartender had on the side of alcohol. Townes was fined \$100 for possession of alcohol. The ruling was given to the court.

Townes worked at the Wolfe Tavern until 1951. In the late 1940s, he was 80 years old and he was still working 14 hours per week and he worked a year with an annual salary of \$4,000. In 1951, the last year Wolfe Tavern was open to the public, Mr. Townes died. During his 92-year career most of the employees and Kenneth L. Cousins, vice of Boston Cook County Sheriff House (Boston), St. Moses Prophet Townes is buried next to his wife in Newburyport's Highland Cemetery on Hill Street.

A GROOMING WIDOW:
Moses P. Townes and Ella, Dickson Muffin (Townes),
Portrait: Courtesy of the Wolfe Tavern

A Landmark within a Landmark
Moses Prophet Townes (1859–1951) migrated from Virginia to Newburyport and worked for more than 50 years on this site at the historic Wolfe Tavern.

Newburyport Black History Initiative

Interpretive Sign: *Caroline C. Cottrell – domestic servant in early 20th Century*

Caroline C. Cottrell (1856-1918) like most Black women of this era had few choices but to do domestic work and live away from their families – but saved money, put all her wealth in WWI Liberty War Bonds, and passed it on to her family at the end of her life. Caroline worked for the Morrill family, and raised future Mayor Gayden Morrill.

Location:

Within view of the old Baptist Church (her church, now Mission Oak Grille) off the Green St sidewalk in the grass buffer to the Green Street Parking Lot.



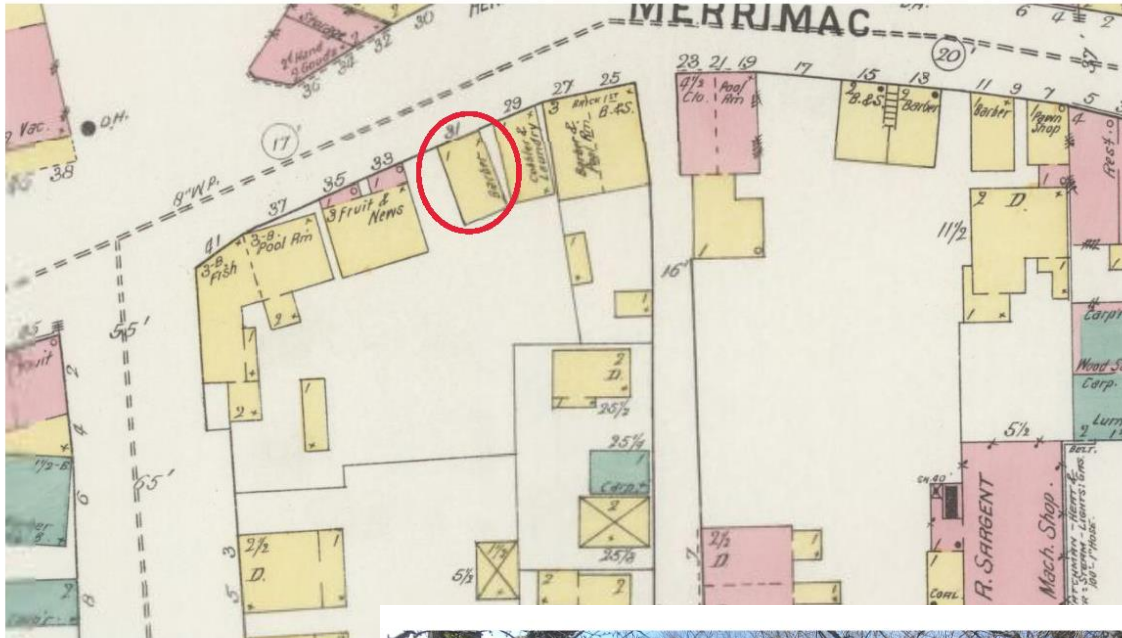
Newburyport Black History Initiative

Interpretive Sign: *Black owned Businesses in 19th Century Downtown Newburyport*

There was a significant concentration of Black-owned businesses in the area of Water Street, Liberty Street, and Elbow Lane during the 19th century that have been largely erased.

Location:

At former location of John C.H. Young's barber shop off Merrimac Street sidewalk in the grass buffer to the Green Street Parking Lot



(mock-up of sign location)

Newburyport Black History Initiative

Interpretive Sign: *The Life and Travels of Nancy Gardner Prince (1799-1859)*

Born to a sailor father in Newburyport in 1799, Nancy Prince wrote one of the few surviving autobiographies of a free Black woman in the pre-Civil War United States. Her life story is an extraordinary journey through 19th century America including travels by sailing ship to Russia and Jamaica.

Location:

In sight of the Merrimack River and its old wharves in front of the southeast corner of the Firehouse building, off of Railroad Avenue Way and Merrimac Street



(mock-up of sign location)

Old Hill Burying Ground – bronze plaque marker

There is a small unmarked section of the Old Hill Burying Ground off of Auburn Street near the historic Black neighborhood of 'Guinea' which has a concentration of gravestones from 1783-1889 for Black Newburyporters. A simple bronze plaque on a post is proposed to mark the spot.



CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

THAT, The CITY COUNCIL of the City of Newburyport accepts the following gifts and donations in accordance with M.G.L. Chapter 44, Section 53A:

Donor:	The PEG Center for Art & Activism
Amount:	\$2,000.00
Purpose:	Purchase and planting of five (5) river birch trees along the Clipper City Rail Trail (near the locomotive structure).

Councillor Sharif I. Zeid

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 8, 2023

THAT, the City of Newburyport raise and appropriate in the General Fund a sum of \$ _____ as the operating budget for Fiscal Year 2024 (July 1, 2023 to June 30, 2024), of which \$ _____ is appropriated to the School Department.

FURTHER THAT, to support said appropriations in the General Fund, the following sums shall be appropriated from other available funds:

Downtown Paid Parking Fund	\$ _____
Recreational Revolving Fund	\$ _____
Solid Waste Revolving Fund	\$ _____
Water Enterprise Fund	\$ _____
Sewer Enterprise Fund	\$ _____
Harbormaster Enterprise Fund	\$ _____

FURTHER THAT, the City of Newburyport raise and appropriate the following sums in the enterprise funds as the respective operating budget of each fund for Fiscal Year 2024:

Water Enterprise Fund	\$ _____
Sewer Enterprise Fund	\$ _____
Harbormaster Enterprise Fund	\$ _____

The appropriations above represent the annual budget for Fiscal Year 2024 as submitted by Mayor Reardon on May 8, 2023, as approved by the City Council with any amendments so voted.

Heather L. Shand, Council President

Edward C. Cameron Jr., Councillor At-Large

Afroz K. Khan, Councillor At-Large

Constance Preston, Councillor At-Large

Bruce L. Vogel, Councillor At-Large

Mark R. Wright, Councillor At-Large

Sharif I. Zeid, Ward 1 Councillor

Jennie L. Donahue, Ward 2 Councillor

Christine E. Wallace, Ward 4 Councillor

James J. McCauley, Ward 5 Councillor

Byron J. Lane, Ward 6 Councillor

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 8, 2023

THAT, the City Council of the City of Newburyport adopts the FY2024-2028 Capital Improvement Program, as submitted by Mayor Reardon on May 8, 2023 with any amendments so voted.

Councillor Sharif I. Zeid

CITY OF NEWBURYPORT

IN CITY COUNCIL

ORDERED:

May 8, 2023

AN ORDER APPROVING A BIKE LANE AND TRAFFIC CALMING ON STOREY AVENUE

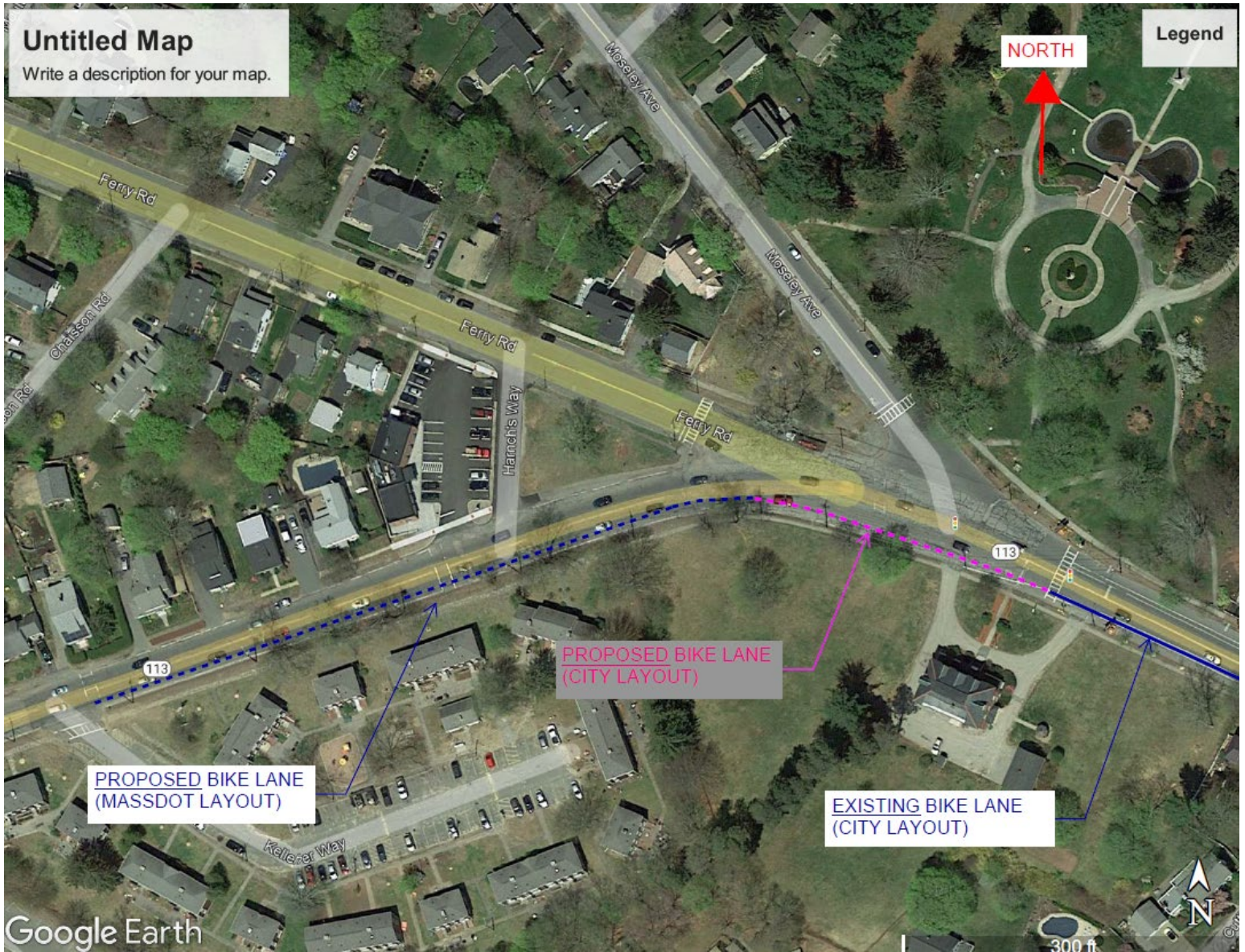
WHEREAS, the City of Newburyport (“City”) has an interest in reducing vehicle speeds and improving access for cyclists; and

WHEREAS, the Massachusetts Department of Transportation is willing to complete a bicycle lane at the intersection of Storey Ave and High Street; and

NOW, THEREFORE, the City Council hereby approves the layout plan below for the installation of a bicycle lane on the City’s right-of-way, attached hereto and incorporated herewith and marked ‘Exhibit A’

Councillor James J. McCauley

EXHIBIT A



MEMORANDUM

To: President and Members of Newburyport City Council

From: Mayor Sean R. Reardon

CC: Wayne Amaral, Director of Public Services
Geordie Vining, Senior Project Manager

Re: Storey Ave Bike Lane

Date: May 8, 2023

This cover memo serves to introduce a bike lane that has been requested by Newburyport residents and that the Massachusetts Department of Transportation (MassDOT) is willing to construct should the City sign off on this work. MassDOT informed the City on April 18th that they received a request from a group of Newburyport residents for traffic calming and incorporation of a bike lane for a small portion of Storey Avenue, just west of Ferry Road in Newburyport.

According to MassDOT, a bike lane in the eastbound direction would offer connectivity to the existing facility on High Street. To offer such a connection, however, would require MassDOT to modify pavement markings in municipal layout. Exhibit A above shows proposed and existing bike lanes, with the magenta line representing the connection needed in municipal layout. The scope of work would be limited to marking a bike lane along the southern curb line of the intersection as shown, and possibly some minor pavement marking eradication where conflicts exist.

There is still more planning taking place on the Three Roads and potential long-term configurations. The proposed work above will help with the current situation, and MassDOT is willing to perform this work with Council approval.

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 13, 2023

Appendix B Municipal Fee Schedule**Section 2 Municipal Fees by Category****Section 2-P – Water and sewer fees (department of public service – water and sewer).**

The City Council of the City of Newburyport hereby amends Appendix B Municipal Fee Schedule Ordinance Section 2-P Water and sewer fees (department of public service – water and sewer) with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

Section 2-P – Water and sewer fees (department of public service – water and sewer).

Water Consumption Usage Rates	Fee
First three thousand (3,000) cu-ft for Residential and Non-residential	\$6.61/100 cu-ft
Three thousand one (3,001) cu-ft and over for Residential and Non-residential	\$7.37/100 cu-ft
Residential Service Charge—Meters one (1) inch or smaller	\$25.00/quarter
Residential Service Charge—Meters larger than one (1) inch	\$125.00/quarter
Non-Res Service Charge—Meters one (1) inch or smaller	\$30.00/quarter
Non-Res Service Charge—Meters larger than one (1) inch	\$125.00/quarter
Sewer Usage Rates	Fee
First three thousand (3,000) cu-ft	\$9.84/100 cu-ft
Three thousand one (3,001) cu-ft and over	\$10.60/100 cu-ft

Customer Service Charge—All customers	\$25.00/quarter \$30.00/quarter (Newbury)
Customer Service Charges	Fee
Emergency Call	\$400.00
Water On/Off	\$50.00
Water off, Meter Out Water on, Meter In	\$75.00
Labor—Water	\$75.00
Cut & Cap Water Service	\$400.00
Water Reconnect	\$400.00
Property Transfer	\$60.00
New Service Connections	Fee
One (1) Inch	\$2,500.00
Two (2) Inch	\$4,270.00 <u>\$5,000</u>
Four (4) Inch	\$7,140.00 <u>\$10,000</u>
Six (6) Inch	\$10,000.00 <u>\$15,000</u>
System Development Fee This fee will be charged per unit for multiunit dwellings, in addition to the associated water service connection fee, based on size of the connection	\$1,000/unit for units permitted through June 30 th , 2024 \$1,500/unit for units permitted through June 30 th , 2025 \$2,500/unit for units permitted thereafter
Water Main Connections	Fee
Eight (8) Inch	\$13,000.00
Twelve (12) Inch	\$16,000.00
Sixteen (16) Inch	\$20,000.00
Tap Fees	Fee

Tap one (1) to two (2) inch	\$400.00
Tap four (4) to six (6) inch	\$650.00

Tap eight (8) inch	\$800.00
Greater than eight (8) inch	\$1,200.00
Meter Charge	Fee
5/8 Inch	Market Cost (Variable) *
One (1) Inch	Market Cost (Variable) *
Greater than one (1) inch	Market Cost (Variable) *
Meter horns fittings	Market Cost (Variable) *
Meter Test	\$150.00 <u>\$250</u>
Valve Repair	\$100.00
Sewer Connection Fees	Fee
Cut and Cap Service	\$1,500.00
Sewer Reconnect	\$225.00
Property Transfer	\$60.00
I/I Fee	\$300.00
Contractor Services	Fee
Hydrant Flow Test	\$150.00
Hydrant Charge (rental during construction)	\$400.00
Annual Hydrant Charge – Town of Newbury (hydrant amortization and associated costs, etc.)	\$75.00 through June 30 th , 2024 <u>\$150.00 effective July 1st, 2024</u>
Inspection	\$60.00

Councillor James J. McCauley

In City Council March 13, 2023:

Motion to collectively refer ODNC00143 to Public Works & Services, ODNC00144 to Budget & Finance, ODNC00145 to Community Services, ODNC00146 to General Government, and ODNC00147 to Community Services by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (BL). Motion passes.

In City Council April 10, 2023:

Motion to approve on first reading by Councillor Wallace, seconded by Councillor McCauley. Motion to move to a date certain April 24, 2023 by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.

In City Council April 24, 2023:

Motion to approve on 1st reading by Councillor McCauley, seconded by Councillor Zeid. Motion to amend to waive Rule 12D changing the sponsor from Councillor Wallace to Councillor McCauley by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes. Motion to amend language by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 9 yes, 2 absent (CW, BL). Motion to approve on 1st reading as amended by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 10, 2023

Appendix B Municipal Fee Schedule

Section 2 Municipal Fees by Category

Section 2-O – Recycling and solid waste fees.

The City Council of the City of Newburyport hereby amends Appendix B Municipal Fee Schedule Ordinance Section 2-O Recycling and solid waste fees with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

2-O Recycling and solid waste.

Yard Waste Facility and Landscaper Permit	Fee
Under sixty-five (65) years of age,	
First Vehicle	\$20.00
Second Vehicle	\$10.00
Sixty-five (65) years of age and older	\$5.00
Replacement Sticker	\$10.00
Landscaper Permit	\$250.00
Curbside Bulk Waste Stickers	Fee
Any furniture item	\$5.00
Mattress (trash)	\$20.00
Mattress (recycled)	\$25.00 <u>30.00</u>

Recycling Center Fees—Appliances	
Clothes Washer/Dryer (stackable)—\$20.00	Microwave—\$1.00 (metal), \$5.00 (plastic)
Clothes Washer/Dryer—\$10.00	Refrigerator—\$15.00 (regular), \$5.00 (dorm-size)
Dehumidifier—\$10.00	Room Air Conditioner—\$10.00
Dishwashers—\$5.00	Stove—\$10.00
Recycling Center Fees—Electronics	

Copier Machine—\$5.00 (<30 lbs), \$25.00 (>30 lbs)	Televisions (CRT)—\$10 (10-19"), \$15.00 (20-31")
Computer (CPU Tower)—\$5.00	Televisions (CRT)—\$20.00 (32-35"), \$25.00 (>=36")
Electronics, miscellaneous—\$0.00 to \$3.00, varies by size	Televisions (Flatscreen)—\$5.00 <= 32", \$10.00 >32"
Monitor—\$10.00 (CRT), \$5.00 (flat-screen)	TV (wood case)—\$25.00
Printer—\$5.00 (inkjet), \$10.00 (laser)	TV (Projection)—\$30.00 <= 200 lbs, \$0.22/lb > 200.00 lbs
Printer over 30 lbs—\$25.00	VCR/DVD—\$2.00
Recycling Center Fees—Miscellaneous	
Mattresses— \$15.00 30.00(recycling)	Tire—\$3.00/each (rim or no rim)
Helium Tank—\$1.00	Water Cooler—\$5.00 (small), \$10.00 (large)
Propane tank—\$1.00 (gas grill size)	Water Tank—\$3.00

(Ord. of 12-13-21(2); Ord. of 11-1-22(2))

Councillor Heather L. Shand

In City Council April 10, 2023:

Motion to refer to Community Services collectively ODNC00148 and ODNC00149 by Councillor McCauley, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

In City Council April 24, 2023:

Motion to approve on 1st reading by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 10, 2023

An Order To establish a framework for City Departments to Receive Donations from Citizen-based Fundraising Organizations

Whereas, the City of Newburyport (“City”) is appreciative of the efforts by citizen-based (“friends”) groups to raise private funds in support of public organizations including city departments, and

Whereas, the City desires to standardize rules of engagement while promoting transparency and compliance to both Massachusetts state law and City rules and regulations, and

Whereas, all Organizations of this type fall under the oversight of the Massachusetts Attorney General’s Office pursuant to G.L. c. 12 §8e-8f and G.L. c. 68 §18-35. Donations are covered under G.L. c. 44 §53A and §53A ½ as well as under the City of Newburyport’s Financial Policy Section VII (B).

Now, Therefore, The City Council of the City of Newburyport, hereby states as follows:

1. All Donating Organizations must show proof, via affidavit through the City Clerk’s office, of the following on file with the Attorney General’s Office (AGO):
 - Articles of organizations, Charter or Bylaws
 - List of current officers and their mailing addresses
 - Registration to do business within the State of MA
 - EIN, or charitable ID number
 - Filing of prior year’s tax returns.
2. All organizations must comply with Donation/Gift policy of the City and rules of the Commonwealth of Massachusetts.
3. All donations to a City Department shall be treated as a Gift.
4. All donations that total \$500 or more, separately or collectively, must be submitted by the City Department through the City Finance Director for approval by the City Council and should identify the project/need for the donation, and whether it is restricted or unrestricted.

And, Furthermore, all donor organizations are to provide a list of donations received delineated as restricted or non-restricted. Additionally, to further transparency, it is suggested that donor organizations

submit a list of names of donors categorized into ranges (ie below \$100, or above \$500). This list is requested once per year and is done via a communication to the City Financial Director and City Council.

Failure to abide by these rules of engagement may result in a donation not being accepted or a delayed acceptance.

Councillor James J. McCauley

In City Council April 10, 2023:

Motion to refer to Community Services collectively ODNC00148 and ODNC00149 by Councillor McCauley, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

Amended in CS committee 4/18/23 (3-0). Referred to Council 2-1.

In City Council April 24, 2023:

Motion to move to a date certain, Monday, May 8, 2023 by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 7 yes, 2 no (BV, AK) , 2 absent (CW, BL). Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 8, 2023

Appendix B Municipal Fee Schedule

Section 2 Municipal Fees by Category

Section – 2-I - Parking fees (permits, rates).

The City Council of the City of Newburyport hereby amends Appendix B Municipal Fee Schedule Ordinance Section 2-J Parks and Recreation fees with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

2-I - Parking fees (permits, rates).

Parking Permits	Fee
Resident Annual Permit—Paid Parking Facilities	\$15.00 \$5.00, Senior Rate
Employee Quarterly Permit, All Day Parking Facilities <u>and Titcomb Street Garage</u>	\$50.00 <u>\$60.00</u>
Resident Monthly Pass for Titcomb Street Garage	\$60.00
Non-Resident Monthly Pass for Titcomb Street Garage	\$80.00
Employee Pass for Titcomb Street Garage	\$50.00
<u>Residential Annual Street Permit (sec 13-180)</u>	<u>\$10.00</u>
<u>Residential Daily Street Permit Visitor Pass (sec 13-180)</u>	<u>\$5.00</u>

Parking, Hourly Fees in Lots	Fee
Hourly Fee—Waterfront Trust Lot, State Street Lot, Titcomb Street Garage, NRA West and East Lot	\$1.00/hour
Hourly Fee—Green Street Lot, Prince Place Lot and Hales Court Lot	\$1.50/hour
Plum Island Parking Lot	Fee
Resident	\$10.00, Weekday \$12.00, Weekend
Non-Resident	\$15.00, Weekday \$20.00, Weekend

Councillor James J. McCauley

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 8 , 2023

AN ORDINANCE TO AMEND CH. 13 SEC. 180 WITH RESPECT TO RESIDENTIAL PARKING ZONES

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

THAT Chapter 13 Section 13-180 of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended to include the following parking restrictions with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

CHAPTER 13. – TRAFFIC AND MOTOR VEHICLES

Sec. 13-180. – Residential Parking Zones

(a) *Definitions.* As used in this section:

(3) Inn Street/State Street Mixed-Use Area shall mean the contiguous area generally bounded by Market Square to the northeast, State Street to the southeast, Pleasant Street to the southwest, and the Inn Street Mall to the northwest, and including all parcels within Assessor's Block 4, with the exception of Assessor's Parcels 4-1, 4-1-A, 4-2 (Inn Street Playground), and 4-30 (Inn Street Mall itself) and all properties on the east side of State Street from the southerly side of Liberty Street to northerly side Charter Street.

(g) Designation of two-hour residential parking permit zones.

(1) Zone 1: Includes the following streets between State Street, Water Street, Federal Street, And High Street:
Center Street, on the easterly side from Liberty Street to Middle Street.
Charter Street, on the southwesterly side for its entirety.
Essex Street, on both sides for its entirety.

Fair Street, on the southeasterly side from Water Street to Prospect Street, and on the northwesterly side the southwesterly edge of the driveway at 2 Fair Street (Map 008, Lot 028) to Prospect Street.

Fruit Street, on both sides for its entirety.

Garden Street, on both sides for its entirety.

Independent Street, on the northwesterly side from Water Street to Liberty Street.

Liberty Street, on both sides from Center Street to State Street.

Liberty Street, on both sides from Fair Street to Independent Street, and on the southwesterly side only from Independent Street to Federal Street.

Middle Street, on the southwesterly side from State Street to Federal Street.

Orange Street, on both sides for its entirety.

Otis Place, on both sides for its entirety.

Pike Street, on the westerly side from Liberty Street to the southwesterly lot line of 10 Pike Street (Map 008, Lot 013).

Prospect Street, on the southerly side from State Street to Federal Street.

Spring Street, on both sides for its entirety.

Temple Street on the southwesterly side from State Street to Federal Street.

(j) ~~Inn Street/State Street Mixed-Use Area~~. A bona fide hardship exists for residents of the Inn Street/State Street Mixed-Use Area caused by unique or special conditions there that preclude designation of a residential parking permit zone incorporating any of the adjacent streets, which are commercial in nature. Notwithstanding anything in this [section 13-180](#) to the contrary, the parking clerk or their designee shall issue residential street parking permits for use ~~within the Green Street Parking Lot (Assessor's Parcel [3-28](#)) to no more than four (4) households that reside within the Inn Street Mixed-Use Area~~ within Zone 1 described above.

~~(1) Applicants under this subsection (j) may apply, and renew or transfer such permits pursuant to subsections (c) and (d), respectively, but shall remain ineligible always for visitor parking permits pursuant to subsection (f).~~

~~(2) A parking permit under this subsection (j) shall not guarantee or reserve a parking space within the Green Street Parking Lot, nor shall it excuse the permit holder from observance of any traffic or parking regulation other than the time limit on parking, or from having to move all vehicles from the Green Street Parking Lot as ordered by the city during a declared snow emergency.~~

~~(3) It shall be a violation of this section to use a parking permit issued under this subsection in any residential parking permit zone.~~

~~(4) The parking clerk or their [designee] shall issue parking permits under this subsection on a first come, first served basis, or by lottery if more than four (4) complete applications are filed on the same day.~~

Councillor James J. McCauley



IN CITY COUNCIL

ORDERED:

May 8, 2023

AN ORDINANCE TO AMEND CH. 13 SEC. 181 WITH RESPECT TO MUNICIPAL PARKING FACILITIES

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

THAT Chapter 13 Section 13-181 of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended to include the following parking restrictions with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

CHAPTER 13. – TRAFFIC AND MOTOR VEHICLES

Sec. 13-181. Municipal parking facilities.

- (a) No person shall park a vehicle between the hours of 8:00 a.m. to 8:00 p.m. (6:00 p.m. from January 1st through March 31st) Monday through Saturday, and Sunday between the hours of noon to 6:00 p.m. in the following described municipal parking facilities without first satisfying the payment required by the City of Newburyport.
- (1) Prince Place Lot.
 - (2) Harris Street Lot.
 - (3) Green Street Lot.
 - (4) Market Landing Park East Lot.
 - (5) Market Landing Park West Lot.
 - (6) Somerby Landing Lot.
 - (7) Titcomb Street Garage.
 - (8) Hales Court Lot pursuant to the city's license from the United States Postal Service.

(b) In order to facilitate turn-over of parking spaces, no person shall park a vehicle for a period of time longer than three (3) consecutive hours between the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday, and Sunday between the hours of noon to 6:00 p.m. in the following described lots.

(1) Harris Street Lot.

(2) Green Street Lot.

(3) Somerby Landing Lot.

(4) Hales Court Lot pursuant to the city's license from the United States Postal Service.

A person whose vehicle remains in one (1) of the above-listed lots beyond the three (3) consecutive hour time limit will be subject to fines for violation of this section as provided in section 1-18 of this Code, even if payment is made for additional time.

(c) No ~~campers or other vehicles designed to accommodate sleeping~~ shall park overnight in any municipal parking facility described in subsection (a) above from 11:00 ~~8:00~~ p.m. to 8:00 ~~7:00~~ a.m. ~~daily~~.

Councillor James J. McCauley



IN CITY COUNCIL

ORDERED:

May 8, 2023

AN ORDINANCE TO AMEND CH. 13 SEC. 166 WITH RESPECT TO ANTI-SHUFFLING

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

CHAPTER 13. – TRAFFIC AND MOTOR VEHICLES
ARTICLE IV. SPECIFIC STREET SCHEDULES
DIVISION 6 STOPPING, STANDING AND PARKING

THAT Chapter 13 Section 13-166 of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended to include the following parking restrictions with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

~~**Sec. 13-166. – Amendment, addition and deletion by order.**~~

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

Sec. 13-166 – Anti-Shuffling

The changing of the parked position of a vehicle from one parking space to another within a municipal parking lot or the same block on either side of the street or roadway shall be deemed one continuous time period as designated by related signs.

Councillor James J. McCauley

COMMITTEE ITEMS

Committee Items – May 8, 2023

Budget & Finance

In Committee:

- ORDR00436_03_27_2023 Katherine Day Gift Acceptance
- ORDR00437_03_27_2023 Morrill Foundation Gift Acceptance
- TRAN00151_04_24_2023 Mayor: Sewer Retained Earnings \$120,000 to SEW Plant Chemicals \$120,000 & Water Retained Earnings \$86,000 to WAT Plant Chemicals \$86,000
- TRAN00152_04_24_2023 Mayor: IT Sal Director \$14,673, AUD Sal Financial/Purchasing Analyst \$15,908, and TRS Sal Staff \$16,612.92 to IT Munis License \$14,194.06 and IT Software/Licensing \$32,999.86
- ORDR00444_04_24_2023 Central Congregational Church Gift Acceptance
- ORDR00445_04_24_2023 Friends of NYS Gift Acceptance
- ORDR00446_04_24_2023 Friends of Newburyport Trees Gift Acceptance
- ORDR00447_04_24_2023 FY23 Revolving Fund Spending Limit Increase
- ORDR00448_04_24_2023 PCB Class Action Settlement Payment Acceptance

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 27, 2023

THAT, The CITY COUNCIL of the City of Newburyport accepts with gratitude a gift from Katherine Day in the amount of \$3,000.00 to be used for the purchase and installation of a bench at Cashman Park. Said funds are accepted in accordance with M.G.L. Chapter 44, Section 53A.

Councillor Sharif I. Zeid

In City Council March 27, 2023:

Motion to refer collectively ORDR0044 to Budget & Finance and COTW, and ORDR00435, ORDR00436, ORDR00437 to Budget & Finance by Councillor Zeid, seconded by Councillor Donahue. So voted.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 27, 2023

THAT, The CITY COUNCIL of the City of Newburyport accepts with gratitude a gift from The Mayor Gayden W. Morrill Charitable Foundation in the amount of \$16,926.30 to be used for the purposes indicated below. Said funds are accepted in accordance with M.G.L. Chapter 44, Section 53A.

Purpose	Amount
Bartlet Mall	\$2,095.83
Bartlet Mall Fountain Restoration	\$7,000.00
Brick Sponsorship, Inn Street	\$775.28
Newburyport Sports	\$2,638.46
Clipper City Rail Trail	\$250.00
Field Maintenance	\$1,000.00
McCarthy Tree Planting	\$600.00
Nock Molin Tennis Court Renovation	\$1,001.85
Pickleball	\$48.60
Woodman Park	\$1,516.28
Total	\$16,926.30

Councillor Sharif I. Zeid

In City Council March 27, 2023:

Motion to refer collectively ORDR0044 to Budget & Finance and COTW, and ORDR00435, ORDR00436, ORDR00437 to Budget & Finance by Councillor Zeid, seconded by Councillor Donahue. So voted.



CITY OF NEWBURYPORT FY 2023 TRANSFER/APPROPRIATION REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 APR 18 P 2:51

Department: Mayor

Submitted by: Sean R. Reardon, Mayor

Date Submitted: 4/24/2023

Transfer From:

Account Name:	<u>Sewer Retained Earnings</u>	Balance:	<u>\$ 1,516,385.00</u>
Account Number:	<u>61-35920</u>	Category:	<u>n/a</u>
Amount:	<u>\$120,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Available:

The Massachusetts Department of Revenue certified Retained Earnings for the Sewer Enterprise Fund for FY2023 at \$1,516,385. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.

Transfer To:

Account Name:	<u>SEW Plant Chemicals</u>	Balance:	<u>\$ 5,032.03</u>
Account Number:	<u>61440004-54302</u>	Category:	<u>\$ 35,822.85</u>
Amount:	<u>\$120,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Needed:

Pricing for FY'23 came in very late last year, after the budget had already been approved and the fiscal year was underway. Chemical pricing has increased over 50%. While it is expected to level off, funding is needed to offset the inflationary pressures experienced this fiscal year. The average monthly spend is approximately \$53,000 for the sewer division and the Water/Sewer Commission voted to recommend a \$120,000 transfer from retained earnings to cover the anticipated shortfall.

Transfer From:

Account Name:	<u>Water Retained Earnings</u>	Balance:	<u>\$ 937,918.00</u>
Account Number:	<u>60-35920</u>	Category:	<u>n/a</u>
Amount:	<u>\$86,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Available:

The Massachusetts Department of Revenue certified Retained Earnings for the Water Enterprise Fund for FY2023 at \$937,918. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.


Transfer To:


Account Name:	<u>WAT Plant Chemicals</u>	Balance:	<u>\$ (37,614.18)</u>
Account Number:	<u>60450004-54302</u>	Category:	<u>\$ 6,938.87</u>
Amount:	<u>\$86,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Needed:

Water uses the same pricing and procurement method as sewer. The average monthly spend is approximately \$20,000 for the water division and the Water/Sewer Commission voted to recommend a \$86,000 transfer from retained earnings to cover the current \$37,614 deficit and anticipated shortfall.

Sean R. Reardon, Mayor:





Date: 4/18/2023

Ethan R. Manning, Auditor:

Date: 4/18/23

City Council Action:



CITY OF NEWBURYPORT FY 2023

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

TRANSFER/APPROPRIATION REQUEST

APR 18 P 2:51

Department: Mayor

Submitted by: Mayor Sean R. Reardon

Date Submitted: 4/24/2023

Transfer From:

Account Name:	<u>IT Sal Director</u>	Balance:	\$ 41,115.41
Account Number:	<u>01151001-51101</u>	Category:	\$ 59,757.74
Amount:	<u>\$14,673.00</u>	Trans I/O:	\$ -

Why Funds Are Available:

A surplus in this account exists due a position vacancy at the start of the fiscal year.

Transfer From:

Account Name:	<u>AUD Sal Financial/Purchasing Analyst</u>	Balance:	\$ 32,223.87
Account Number:	<u>01135001-51104</u>	Category:	\$ 84,549.48
Amount:	<u>\$15,908.00</u>	Trans I/O:	\$ -

Why Funds Are Available:

A surplus in this account exists due a position vacancy at the start of the fiscal year.

Transfer From:

Account Name:	<u>TRS Sal Staff</u>	Balance:	\$ 46,154.01
Account Number:	<u>01145001-51103</u>	Category:	\$ 98,126.00
Amount:	<u>\$16,612.92</u>	Trans I/O:	\$ -

Why Funds Are Available:

A surplus in this account exists due a position vacancy at the start of the fiscal year.

Transfer To:

Account Name:	<u>IT Munis License</u>	Balance:	\$ (5,403.99)
Account Number:	<u>01151002-53001</u>	Category:	\$ 25,518.07
Amount:	<u>\$14,194.06</u>	Trans I/O:	\$ -

Why Funds Are Needed:

Additional cost of migrating the City's financial software (MUNIS) to SaaS/cloud hosted by Tyler Technologies.


Transfer To:

Account Name:	<u>IT Software/Licensing</u>	Balance:	\$ (29,669.33)
Account Number:	<u>01151002-53002</u>	Category:	\$ 25,518.07
Amount:	<u>\$32,999.86</u>	Trans I/O:	\$ -

Why Funds Are Needed:

1) Subscriptions needed for email filtering, secure email sending, a disaster recovery service and archiving for the City's email platform (\$25,811.86) and 2) Subscriptions needed for public records request and social media archiving compliance (\$7,811.00)

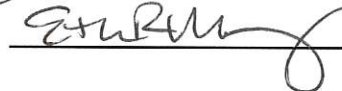
Sean R. Reardon, Mayor:



Date:

4/18/2023

Ethan R. Manning, Auditor:



Date:

4/18/23

City Council Action:

CITY OF NEWBURYPORT



ORDERED:

IN CITY COUNCIL

April 24, 2023

THAT, The CITY COUNCIL of the City of Newburyport accepts the following gifts and donations in accordance with M.G.L. Chapter 44, Section 53A:

Donor:	Central Congregational Church
Amount:	\$500.00
Purpose:	Council on Aging general supports, services and programs (see attached)

Councillor Sharif I. Zeid

In City Council April 24, 2023:

Motion to collective refer ORDR00444, ORDR00445, ORDR00446, ORDR00447, and ORDR00448 to Budget & Finance by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 24, 2023

THAT, The CITY COUNCIL of the City of Newburyport accepts the following gifts and donations in accordance with M.G.L. Chapter 44, Section 53A:

Donor:	Friends of Newburyport Youth Services (NYS)
Amount:	\$5,709.00
Purpose:	2022 Scholarships for NYS Programs (see attached)

Councillor Sharif I. Zeid

In City Council April 24, 2023:

Motion to collective refer ORDR00444, ORDR00445, ORDR00446, ORDR00447, and ORDR00448 to Budget & Finance by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 24, 2023

THAT, The CITY COUNCIL of the City of Newburyport accepts the following gifts and donations in accordance with M.G.L. Chapter 44, Section 53A:

Donor:	Friends of Newburyport Trees
Amount:	\$9,000.00
Purpose:	Spring donation for the purchase, planting and care of trees in consultation with the Newburyport Tree Commission

Councillor Sharif I. Zeid

In City Council April 24, 2023:

Motion to collective refer ORDR00444, ORDR00445, ORDR00446, ORDR00447, and ORDR00448 to Budget & Finance by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 24, 2023

THAT, the City Council of the City of Newburyport authorizes an increase to the spending limit for the following fund(s) for fiscal year 2023 in accordance with MGL, Chapter 44 Section 53E1/2:

<u>Account Name</u>	<u>Original FY2023 Spending Limit</u>	<u>Revised FY2023 Spending Limit</u>
Disabilities Commission	\$3,000	\$7,500
Health Programs	\$25,000	\$35,000
Senior/Community Center Maintenance	\$25,000	\$40,000

Councillor Sharif I. Zeid

In City Council April 24, 2023:

Motion to collective refer ORDR00444, ORDR00445, ORDR00446, ORDR00447, and ORDR00448 to Budget & Finance by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

CITY OF NEWBURYPORT



ORDERED:

IN CITY COUNCIL

April 24, 2023

THAT, The CITY COUNCIL of the City of Newburyport accepts a settlement payment of \$17,414.03 from the PCB Settlement Fund as a monitoring fund entity in the class action lawsuit *City of Long Beach, et al. v. Monsanto Company, et al.* in the United State District Court for the Central District of California. This settlement impacts all NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by polychlorinated biphenyls (PCBs). More information is available on the settlement website www.PCBClassAction.com. The settlement funds are intended to pay for PCB sampling and/or any other mitigation efforts in the City's sole discretion, as part of compliance with applicable law. Said funds will be accounted for in the general fund as miscellaneous non-recurring revenue in accordance with M.G.L. Chapter 44, Section 53.

Councillor Sharif I. Zeid

In City Council April 24, 2023:

Motion to collective refer ORDR00444, ORDR00445, ORDR00446, ORDR00447, and ORDR00448 to Budget & Finance by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 9 yes, 2 absent (CW, BL). Motion passes.

Committee Items – May 8, 2023

Licenses & Permits

In Committee:

- APPL00131_04_10_2023 GNCCI Spring Fest June 3rd-4th 12-5pm
- APPL00132_04_24_2023 Newburyport Pride Parade June 3rd 11:00am-12:45pm
- APPL00133_04_24_2023 Newburyport Lions Club Road Races August 1st 8am-8:30pm

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: GNCCL Spring Fest 2023
- Date: June 3rd & 4th Time: from 12pm to 5pm both days
 Rain Date: N/A Time: from _____ to _____
2. Location*: Water front Park, Market Sq. Inn St & State St.
 *Please Note: If the location is a public park or the rail trail, please also contact the Parks Department
3. Description of Property: Spring Fest Makers Market Public Private _____
4. Name of Organizer: Newburyport Chamber of Commerce City Sponsored Event: Yes No _____
 Contact Person Sarah Motzkin multiple sponsorship opportunities
- Address: 38R Merimac St. NBPT Telephone: 617-771-4431
 E-Mail: marketing@newburyportchamber.org Cell Phone: "
 Day of Event Contact & Phone: Sarah Motzkin 617-771-4431
5. Number of Attendees Expected: 800-1000
6. MA Tax Number: _____
7. Is the Event Being Advertised? Yes Where? _____
8. What Age Group is the Event Targeted to? all ages - Family Event
9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No _____, Who? NOT Yet, 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 30-40
 *If checked, signature from Health Director required (Page 3)
- 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: _____
 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 around 20 DPS
- b) How many recycling receptacles will you be providing? TBD around 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 ? _____

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:
Newburyport Chamber of Commerce
(Markers market at Water-front, Market Sq, Inn St & State St.)
2. Name, Address & Daytime Phone Number of Organizer:
Sarah Motzkin
38 E Mammac St. 617-771-4431
Newburyport MA 01950
3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up
Sarah Motzkin
38 E Mammac St 617-771-4431
Newburyport, MA 01950
4. Date of Event: June 3rd & 4th Expected Number of Participants: 800-1000
5. Start Time: 12pm (both days) Expected End Time: 5pm (Both days)
6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): N/A

7. Locations of Water Stops (if any): N/A

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

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information: N/A (event will take place at the Water-front park, Market Sq, Inn St & State St. in side walks)

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

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 0 Greenleaf St.
 DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.
 HEALTH DIRECTOR _____ 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

Updated April 1, 2022

** Detail Required*

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: _____	
	Is Fire Detail Required: _____	# of Details Assigned: _____
___	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	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

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: _____

Juan Lezgin

Date: _____

3-13-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2023

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
	INSURER(S) AFFORDING COVERAGE	
INSURED GREANEW-03 Greater Newburyport Chamber of Commerce Newburyport Chamber of Commerce 38 R Merrimac Street Newburyport MA 01950	INSURER A : PHILADELPHIA IND INS CO NAIC # 18058	
	INSURER B : Norguard Insurance Company NAIC # 31470	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 1608845043 **REVISION NUMBER:**

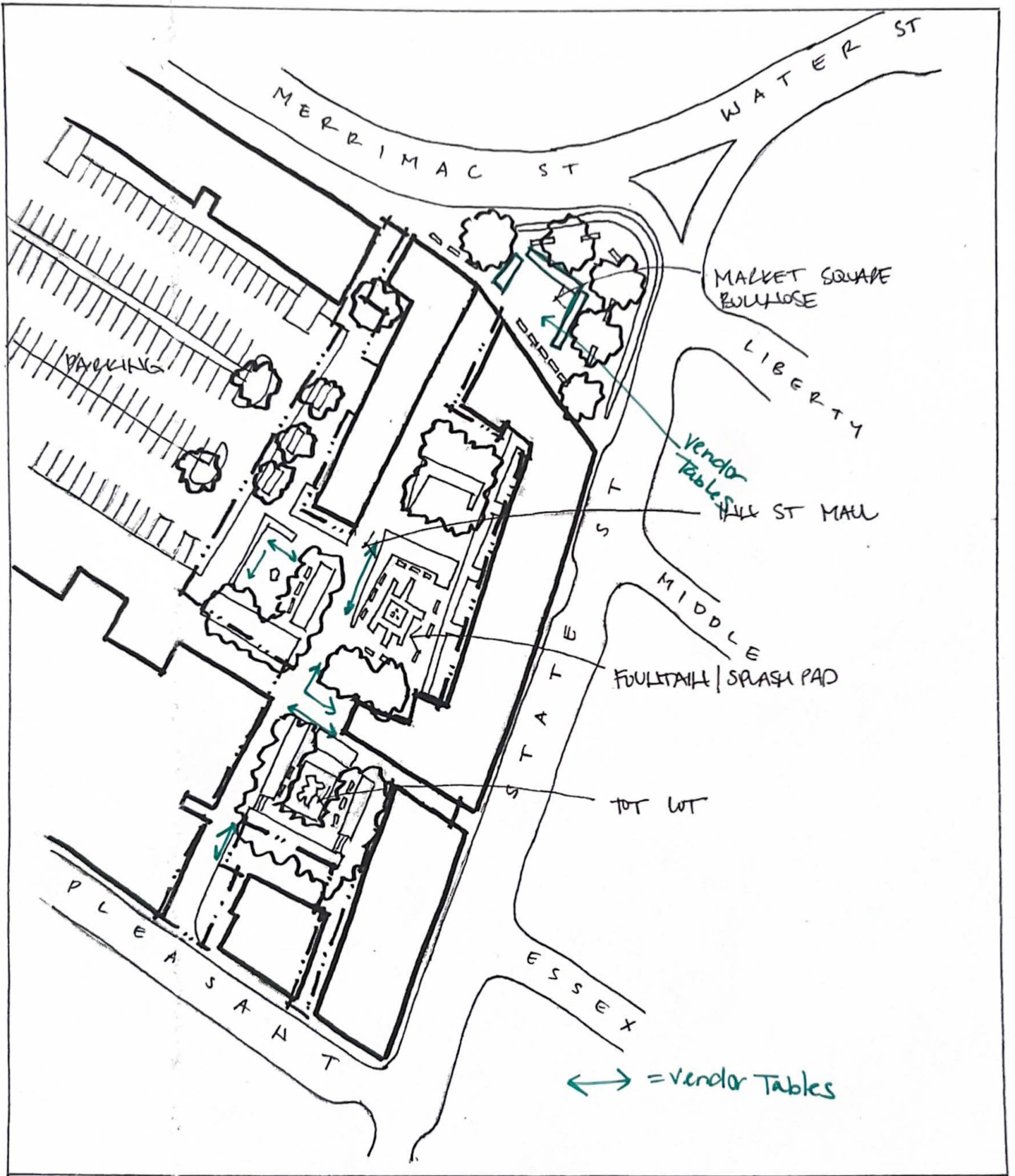
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	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		PHPK2431162	8/5/2022	8/5/2023	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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2431162	8/5/2022	8/5/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 20,000 BODILY INJURY (Per accident) \$ 40,000 PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	N/A	GRWC376044	12/13/2022	12/13/2023	<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 Fest 2023 - June 3-4th from 12-5 Daily
Greater Newburyport Chamber of Commerce; City of Newburyport; Waterfront Trust are additional insured for General Liability.

CERTIFICATE HOLDER **CANCELLATION**

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



MARKET SQUARE &
 IHH STREET

**Waterfront Park
Spring Fest 2023
Vendor Placement**

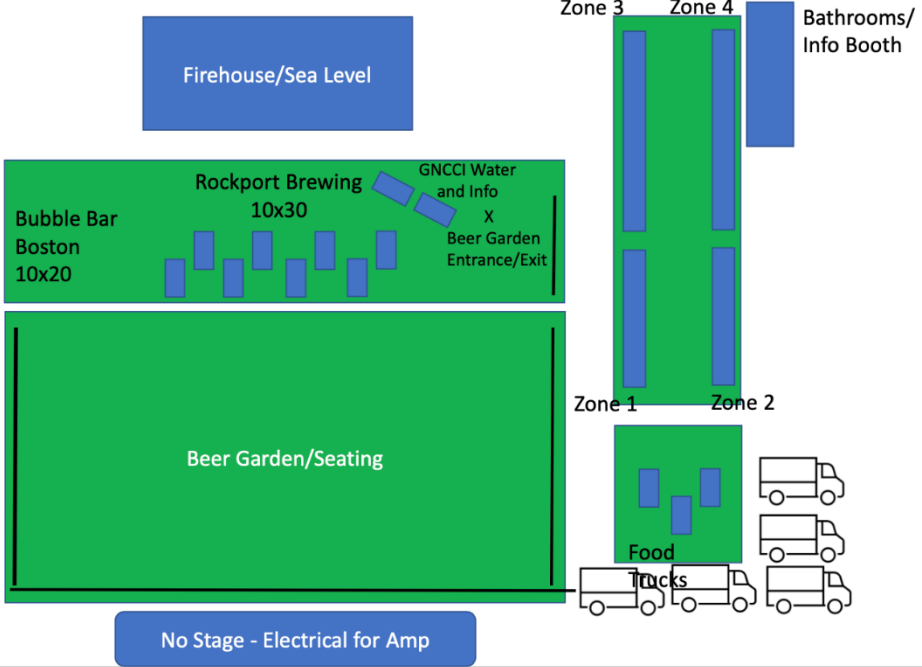
THIS EVENT IS RAIN or SHINE!

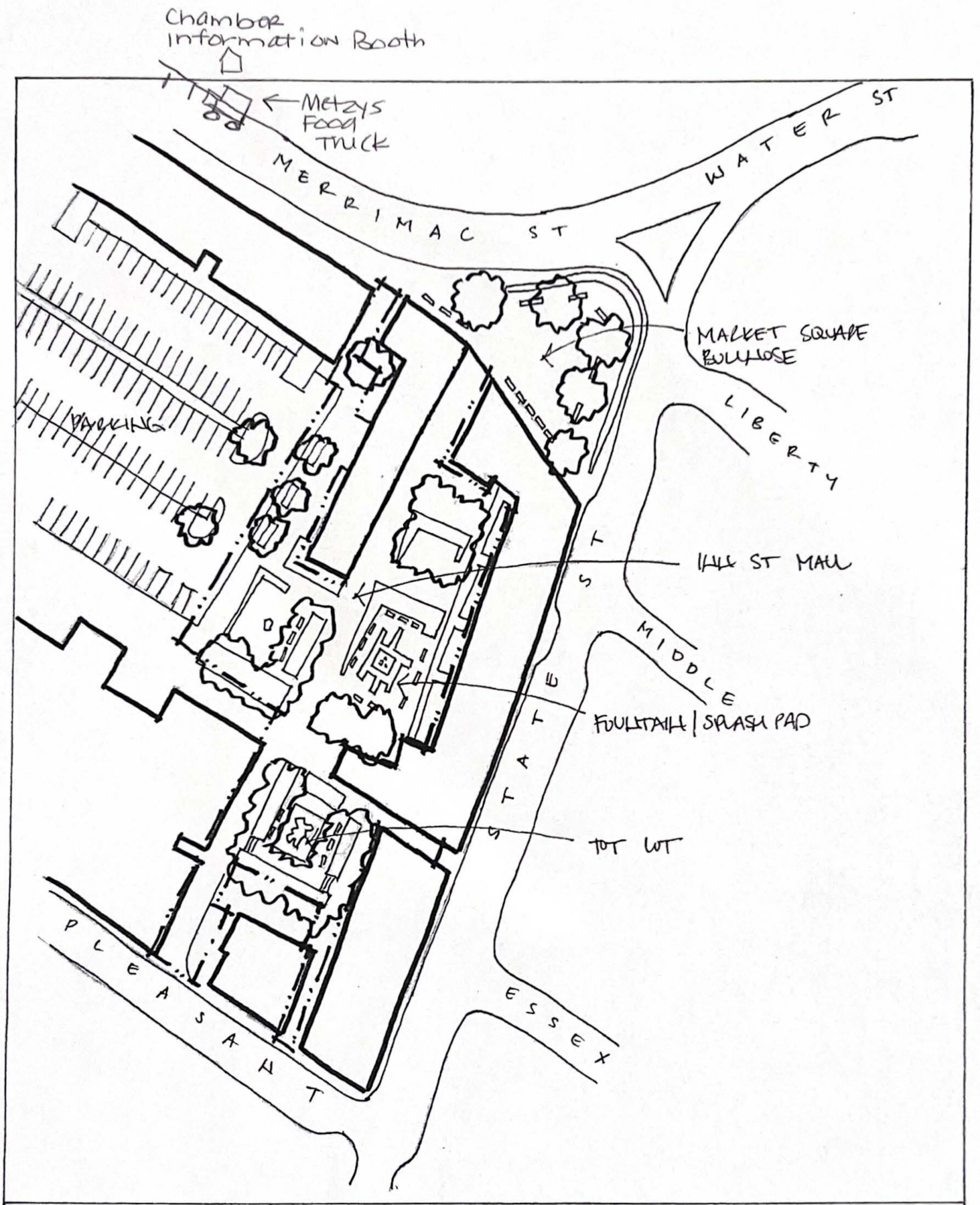
SHOW HOURS:
June 3rd & 4th
Saturday & Sunday Hours:
Vendors: 12pm to 5pm

VENDOR SET-UP TIMES:
FRIDAY June 2: 1pm to 5pm
SATURDAY June 3: 7am to 11am
All Vendors must be set-up by or Before
10am on Saturday June 3rd

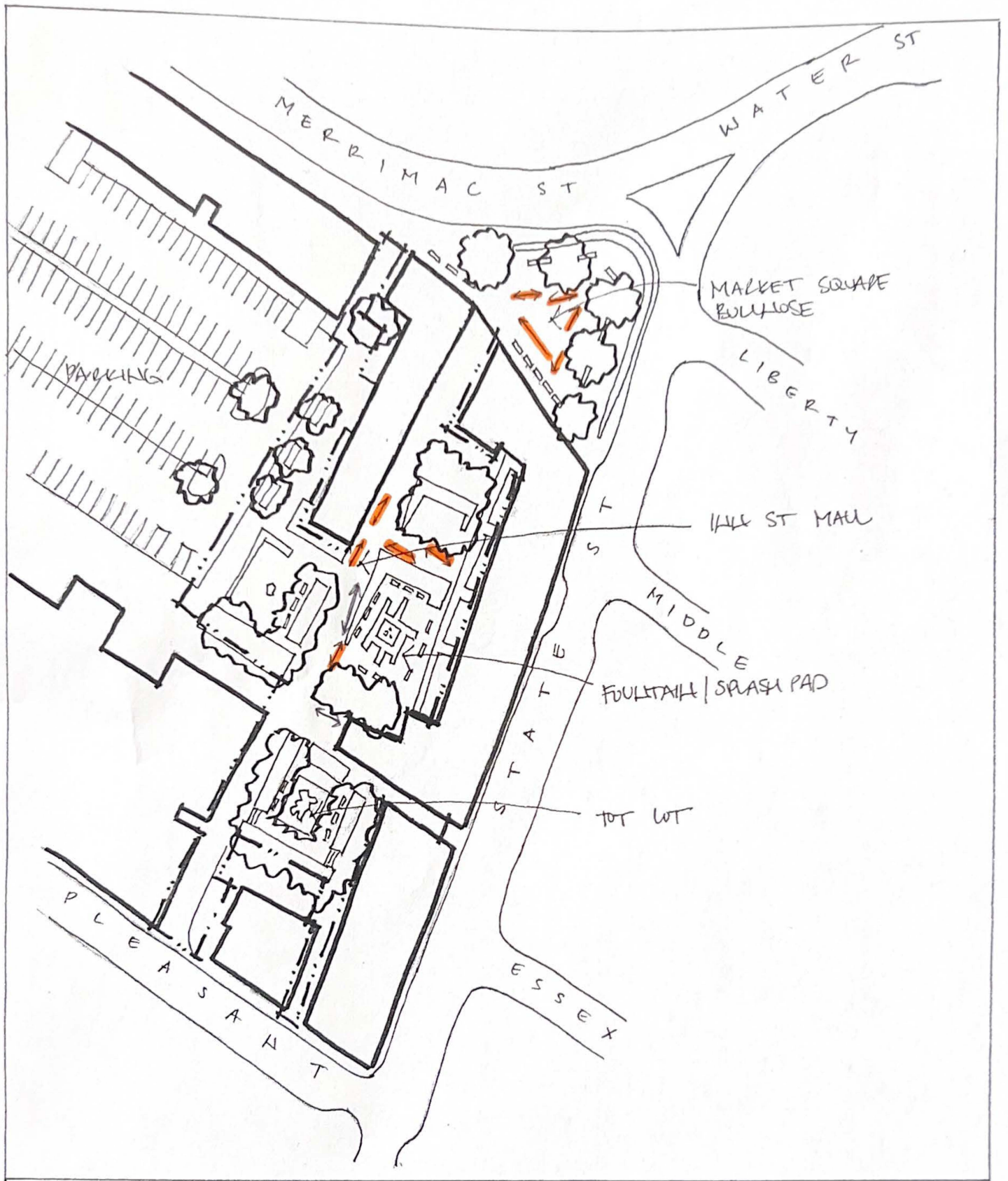
VENDOR BREAKDOWN TIMES:
Sunday 5pm to 9pm. No later.

Merrimac St. ↑
River ↓





MARKET SQUARE & HILL STREET



MARKET SQUARE &
HILL STREET

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 603-316-6065 Fax. none

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

NAME OF EVENT: Newburyport Pride Parade

Date: June 3, 2023 Time: from 12:00; 11am to 12:30; 12:45
 Rain Date: none Time: from — Start to — dismissal

2. Location*: route dependant - maps included
 *Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: _____ Public Private _____

4. Name of Organizer: Tarah MacGregor City Sponsored Event: Yes No _____
 Contact Person

Address: 1 Longwood Dr. Andover, MA. Telephone: 603-316-6065

E-Mail: tmacgregor@cityofnewburyport.com Cell Phone: _____

Day of Event Contact & Phone: Paul Goldberg 978-310-2909

5. Number of Attendees Expected: 50-100

6. MA Tax Number: _____

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

8. What Age Group is the Event Targeted to? all ages

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

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

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

*If checked, signature from Health Director required (Page 3)

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 _____

If yes:

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

If no:

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

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

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least

one ADA accessible toilet)

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

2023 APR 18 P 2:19

PARADE ROAD RACE _____ WALKATHON _____

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

2. Name, Address & Daytime Phone Number of Organizer:
Tarah MacGregor
4 Longwood Dr. Andover, MA.
603-366-6065

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up
Paul Goldberg
978-360-2969

4. Date of Event: June 3, 2023 Expected Number of Participants: 50-100

5. Start Time: 12:00 Expected End Time: 12:30

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**):
#1: Bartlet Mall, Green St., Waterfront Park * preferred
#2: Cashman Park, Rail Trail, Waterfront Park
Further Disruption means
~~CITY MARSHAL~~
~~Preferred Route~~

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

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

9. Formation Location & Time for Participants: Bartlet Mall, 11am

10. Dismissal Location & Time for Participants: Waterfront Park, 12:45 pm

11. Additional Parade Information:
- Number of Floats: 0
 - Locations of Viewing Stations: 0
 - Are Weapons Being Carried: Yes _____ No
 - Are Marshalls Being Assigned to Keep Parade Moving: Yes No _____

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

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

DEPUTY DIRECTOR [Signature] 41463 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

HEALTH DIRECTOR _____ 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

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

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 harbormasters departments prior to submission to the city clerk.

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

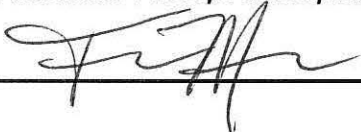
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance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

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

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

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

Signed: _____



Date: _____

4/20/2023

Proposal for First Annual Newburyport Pride Parade



When: Saturday June 3rd

Duration: 20-30 minutes set to begin between 12-1pm

Where: To be determined by City Council Approvals

- **First Choice** – Begin at Bartlet Mall (in front of the Old Courthouse), cross High St., travel down Green St., cross Merrimac St. to Boardwalk, enter Waterfront Park ending at Spring Fest (0.5 mi/10 min)
- **Second Choice** – Begin at Cashman Park by Sally Snyder Way, continue along Boardwalk waterfront, under Rt. 1 Bridge, pass Michael’s & Tuscan Grill to Boardwalk, enter Waterfront Park ending at Spring Fest (0.7 mi/16 min)

Purpose: Pride parades date back to June 28, 1970 when the Eastern Regional Conference of Homophile Organizations (ERCHO) marched in New York City to honor the one year anniversary of the Stonewall Riots, commonly seen as the catalyst of the modern queer liberation movement. Since then, annual parades in June work to honor the legacy of Stonewall and the progress of the movement. Parades also serve as visible celebrations to uplift and support our LGBTQIAP+ neighbors and community members, showing support and allyship for all to see.

As one of the main events of Newburyport Pride, the parade will encourage supporters from around the region to participate in honoring the history and celebrate the future of Pride. As a high-profile event gathering community groups, local residents, art groups, youth groups, religious organizations, elected officials, community leaders, and others to march in an age inclusive and entertaining event, Newburyport can join the ranks of established Pride Parades during the month of June.

Both proposed routes will end at Waterfront Park to join the Chamber of Commerce Spring Fest, where participants can enjoy a Pride photo booth, t-shirt sales, face painting, youth art activities, music, and so much more planned for the afternoon in partnership with the CoC.

Additionally, community officials and leaders will have the opportunity to speak at the beginning of the parade, march in the parade, and/or to speak on the stage at Waterfront Park.

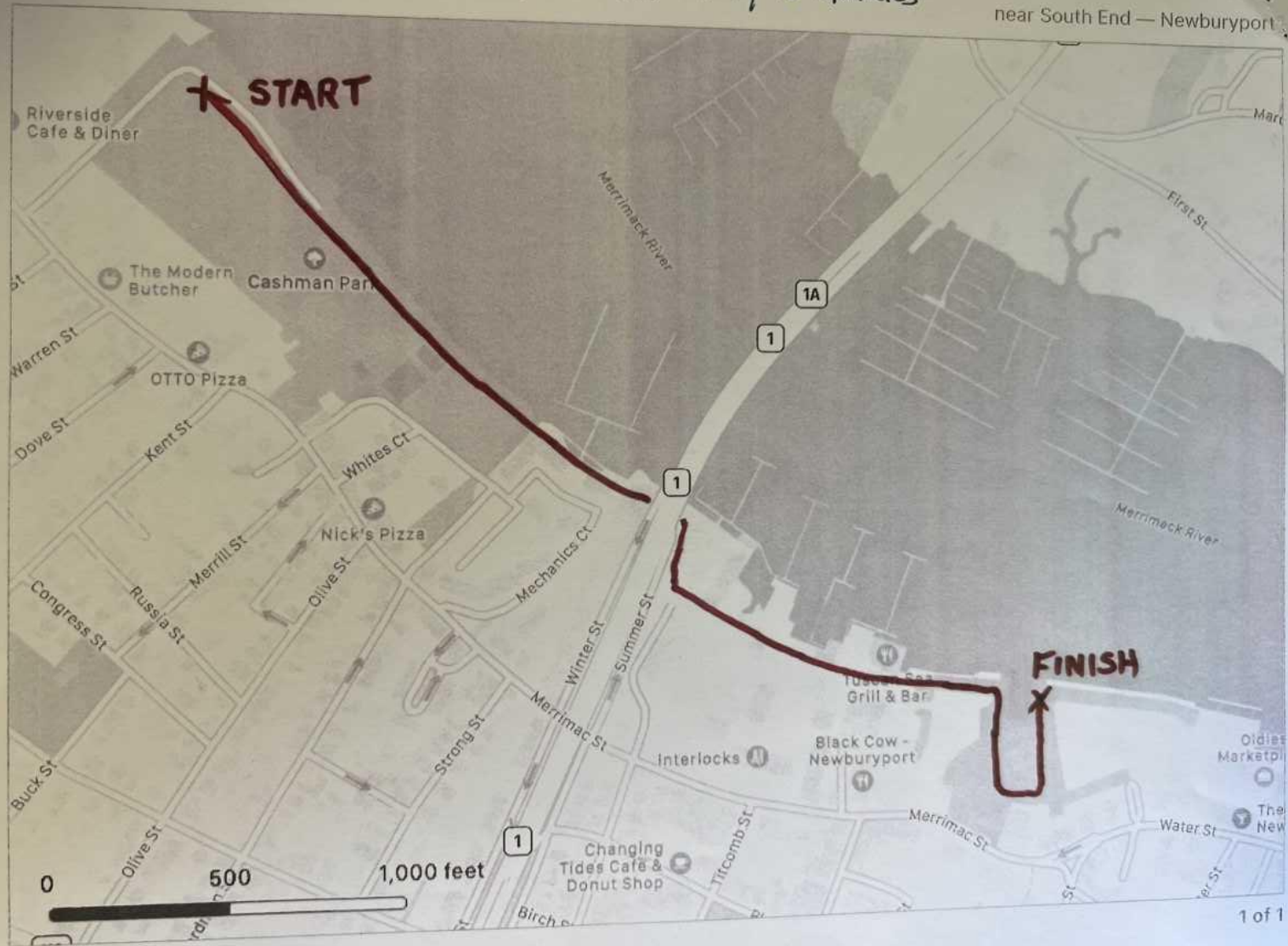
PROPOSED OPTION #1

0.5 miles / 10 minutes
near Browns Square — Newburyport



PROPOSED OPTION #2 0.7 miles / 16 minutes

near South End — Newburyport



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: Newburyport Lions Y.H. Road RACES 5K & 10Mi

Date: Aug. 1st 2023 Time: from 8:00 AM to 8:30 PM
 Rain Date: — Time: from — to —

2. Location*: Newburyport High School & NBPT Streets
 *Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: N.H.S. Grounds & 1 Room at H.S. Public Private

4. Name of Organizer: Newburyport Lions Club City Sponsored Event: Yes No
 Contact Person Robert LaFrance
 Address: 6 Gulf Winds Lane Salisbury MA Telephone: 978-270-3951
 E-Mail: omarient@icloud.com Cell Phone: 978-270-3951
 Day of Event Contact & Phone: Bob LaFrance 978-270-3951

5. Number of Attendees Expected: 2200

6. MA Tax Number: 19677606 cert.# EIN 47-3532870

7. Is the Event Being Advertised? yes Where? social media, newspaper, radio,

8. What Age Group is the Event Targeted to? 8yrs To 80yrs

9. Have You Notified Neighborhood Groups or Abutters? Yes No Who? Toppans Ln, MARLBORO ST., Ralfe's Ln, Ocean Ave, WITHCOMB AVE, CURZONDALE CT, HALLISY, Ferry Rd.

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

A. Vending*: Food Beverages Alcohol Goods Total # of Vendors
 *If checked, signature from Health Director required (Page 3)

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music NO DJ NO Radio/CD NO
 Performers NO Dancing NO Amplified Sound yes Stage NO

C. Games /Rides: Adult Rides NO Kiddie Rides NO Games NO Raffle NO
 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? 8
- b) How many recycling receptacles will you be providing? 8 MOLLY ETTENBOROUGH
- c) Will you be contracting for disposal of: **Trash** Yes No **Recycling** Yes No
- i. If yes, size of dumpster(s): **Trash** 4 yard High Schools **Recycling** AT N.H.S
- 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? city & H.S. custodians & Molly Ettenborough

If no:

- a) # of trash container(s) to be provided by DPS 8 Lions pay H.S. Custodians
- b) # of recycling container(s) to be provided by Recycling Office 8 city Health Dept
- 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)

18 Standard # 2 ADA accessible

Name of company providing the portable toilets: Reds Rest Rooms
978-904-1699

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: Newburyport Lions Club

2. Name, Address & Daytime Phone Number of Organizer: Pres. & co-chair Babba France 978-270-3951
home address 6 GOLF WINDS LANE
SALISBURY, MA

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____
Lions Club 978-270-3951
H.S. CUSTODIANS 978-465-4440

4. Date of Event: AUGUST 1ST 2023 Expected Number of Participants: 2200

5. Start Time: 6:00 PM Expected End Time: 8:30 PM

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): See attached list
and MAPS OF BOTH 5K & 10 MILE RACES

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

8. Will Detours for Motor Vehicles Be Required? NO If so, where? NPD & Newbury P.D. will coordinate

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:
- Number of Floats: N/A
 - Locations of Viewing Stations: _____
 - Are Weapons Being Carried: Yes _____ No _____
 - Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No _____

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 0 Greenleaf St.
 DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK _____ 60 Pleasant St.
 HEALTH DIRECTOR [Signature] 60 Pleasant St. (only needed when Food & Beverage Vendors are included in the event)

DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval Required	Date: _____	Signature _____
___	1. Special Events:	_____
___	2. Police:	_____
	Is Police Detail Required:	_____ # of Details Assigned: _____
___	3. Traffic, Parking & Transportation:	_____
___	4. ISD/Health:	_____
___	5. Recycling:	_____
___	6. ISD/Building:	_____
___	7. Electrical:	_____
___	8. Fire:	_____
	Is Fire Detail Required:	_____ # of Details Assigned: _____
___	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	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

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: _____

Robert LaFrance

Date: _____

03/27/23

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 APR 18 P 2:51

Newburyport Lions Newburyport Massachusetts	INSURER C: INSURER D: INSURER E: INSURER F:
------------------------------------------------	------------------------------------------------------

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

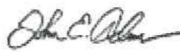
INSURER	TYPE OF INSURANCE	WHI INSR	NIPR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> HOMEOWNERS <input checked="" type="checkbox"/> OCCUPY <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC			HUO G47352241	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> THIRD AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H10761220	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE DEFENSE REIMBURSE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR PART-TIME EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - FA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Provisions of the policy apply to the named insured's participation in the following activity during the policy period shown above: Newburyport Lions Bed Race 8/3/23

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured

City of Newburyport
PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
02/23/2023

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

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

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (Int. No. Ext.): 1-800-316-6705 FAX (Int. No.): 847-934-6186 E-MAIL ADDRESS: lionsclubs@dspins.com INSURER(S) AFFORDING COVERAGE ACE American Insurance Company NAIC # 221667
--------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

"City of Newburyport is additional insured."
no other language = INSURANCE CO. LAW PUT THIS ON

From: Desiree Morris dmorris@dspins.com
 Subject: Newburyport Lions-Bed Race & Road Race
 Date: Apr 7, 2023 at 3:27:27 PM
 To: ROBERT COLOMYCKI jobobyeat@comcast.net

Here are the certificates you requested that I send to you. Thanks!



Desiree Morris | Customer Service Representative
 P: 847-485-2412 | F: 847-934-6186
 1900 East Golf Road, Suite 650, Schaumburg, IL 60173
dmorris@dspins.com | www.dspins.com | [in](#)

Receipt of email by any DSP Insurance Services employee does not constitute an agreement to bind, write or revise any type of coverage. This communication, together with any attachments hereto or links contained herein, is for the sole use of the intended recipient(s) and may contain information that is confidential or legally protected. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution or use of this communication is STRICTLY PROHIBITED. If you have received this communication in error, please notify the sender immediately by return e-mail message and delete the original and all copies of the communication, along with any attachments hereto or links herein, from your system.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2023

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

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

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams		FAX (A/C No): 847-934-6186
	PHONE (A/C No, Ext): 1-800-316-6705		
INSURED	E-MAIL ADDRESS: lloneclubs@dspins.com		INSURER(S) AFFORDING COVERAGE
			INSURER A: ACE American Insurance Company
			NAIC # 22667
		INSURER B:	

From: Desiree Morris dmorris@dspins.com
Subject: RE: Newburyport Lions-Bed Race & Road Race
Date: Apr 10, 2023 at 3:24:31 PM
To: ROBERT COLOMYCKI jobobyeat@comcast.net

I have revised the certificates to include additional insured in favor of the city as you requested. Thanks!

Desiree Morris | Customer Service Representative
P: 847-485-2412 | F: 847-934-6186
1900 East Golf Road, Suite 650, Schaumburg, IL 60173
dmorris@dspins.com | www.dspins.com | [in](#)

From: Desiree Morris
Sent: Friday, April 7, 2023 2:27 PM
To: ROBERT COLOMYCKI <jobobyeat@comcast.net>
Subject: Newburyport Lions-Bed Race & Road Race

Here are the certificates you requested that I send to you. Thanks!



Desiree Morris | Customer Service Representative
P: 847-485-2412 | F: 847-934-6186
1900 East Golf Road, Suite 650, Schaumburg, IL 60173
dmorris@dspins.com | www.dspins.com | [in](#)


Receipt of email by any DSP Insurance Services employee does not constitute an agreement to bind, write or revise any type of coverage. This communication, together with any attachments hereto or links contained herein, is for the sole use of the intended recipient(s) and may contain information that is confidential or legally protected. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution or use of this communication is STRICTLY PROHIBITED. If you have received this communication in error, please notify the sender immediately by return e-mail message and delete the original and all copies of the communication, along with any attachments hereto or links herein, from your system.

Disclaimer

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

*** City of Newburyport ***

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER	CANCELLATION
City of Newburyport 60 Pleasant St Newburyport Massachusetts 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.

ACORD 25 (2018/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2023

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

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

PRODUCER	<table border="0"> <tr> <td>INSURER NAME: John Adams</td> <td>PHONE (AKA No. City): 1-800-316-5705</td> <td>FAX (AKA No.): 847-934-6186</td> </tr> <tr> <td>E-MAIL: lionsclubs@dspins.com</td> <td colspan="2">ADDRESS:</td> </tr> </table>	INSURER NAME: John Adams	PHONE (AKA No. City): 1-800-316-5705	FAX (AKA No.): 847-934-6186	E-MAIL: lionsclubs@dspins.com	ADDRESS:	
INSURER NAME: John Adams	PHONE (AKA No. City): 1-800-316-5705	FAX (AKA No.): 847-934-6186					
E-MAIL: lionsclubs@dspins.com	ADDRESS:						
DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	INSURER(S) AFFORDING COVERAGE						
	INSURER A: ACE American Insurance Company	NAIC #: 22667					
INSURED	INSURER B:						
Newburyport Lions Newburyport Massachusetts	INSURER C:						
	INSURER D:						
	INSURER E:						
	INSURER F:						

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

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

INSR. LTR	TYPE OF INSURANCE	INDEX SUBR. (INSR. WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> TRG. UNIT <input type="checkbox"/> OCC.		HDD 647352241	02/01/2022	03/01/2023	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence): \$ 1,000,000 MED. EXP. (Any one person): \$ 5,000 PERSONAL & ADV. INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 10,000,000 PRODUCTS - COMP/OP AGG: \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ALL OWNED <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> AUTOS		ISA H10761220	09/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Eq accident): \$ 1,000,000 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 DEC. <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE: \$ AGGREGATE: \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICIS/OWNER EXCLUDED) (Mandatory in NH) YES: CIRCLES UNDER DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					WORKERS COMP. LIMITS: <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$ E.L. DISEASE - EACH POLICY: \$ E.L. DISEASE - POLICY LIMIT: \$

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2023

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

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

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (US, Int. Use): 1-800-316-6705 E-MAIL ADDRESS: lionsclubs@dspins.com	FAX (US, Int. Use): 847-934-6186
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED: Newburyport Lions Newburyport Massachusetts		

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

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


INSR. ID	TYPE OF INSURANCE	ADD. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROD. ACCT <input type="checkbox"/> LOC		HDC 647352241	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000 MED. EXP. (Any one person) \$ 5,000 PERSONAL & ADY. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISA H10761220	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Eq. accident) \$ 1,000,000 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. RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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/A				(WORKERS COMP) LIMITS OTHER FL EACH ACCIDENT \$ FL DISEASE - EA EMPLOYEE \$ FL DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required) Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Newburyport Lions Road Race						

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

Provisions of the policy apply to the named insured's participation in the following activity during the policy period shown above: Newburyport Lions Bed Race 8/3/23

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured

City of Newburyport
PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES.

CERTIFICATE HOLDER	CANCELLATION
City of Newburyport 60 Pleasant St Newburyport Massachusetts 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.

ACORD 25 (2015/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2023

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

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

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	PHONE (A/C No., Ext): 1-800-316-6705	FAX (A/C No.): 847-934-6186
	E-MAIL ADDRESS: lionsclubs@dspins.com		
INSURED Newburyport Lions Newburyport Massachusetts	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	ACE American Insurance Company	22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

INSUR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G47352241	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP OP AGG \$ 2,000,000
B	UTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H10761220	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEC <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU TORY LIMITS <input type="checkbox"/> OTH ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Newburyport Lions Road Race

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

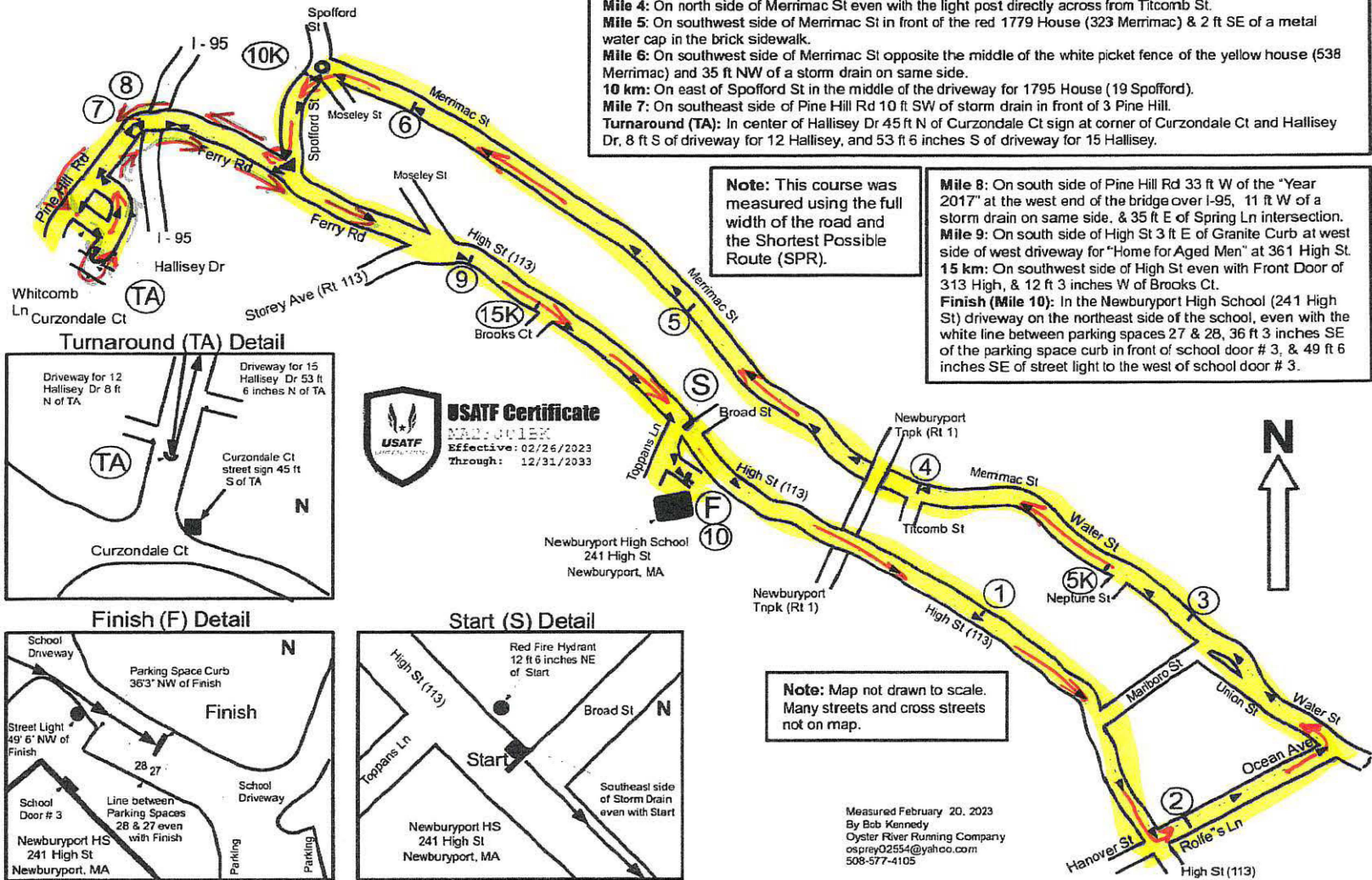
*** Newburyport Highschool ***

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER City of Newburyport Pleasant St Newburyport Massachusetts 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

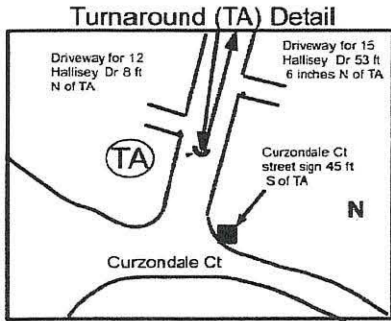
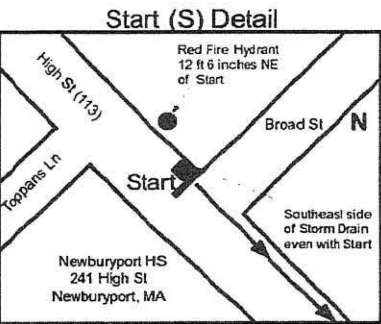
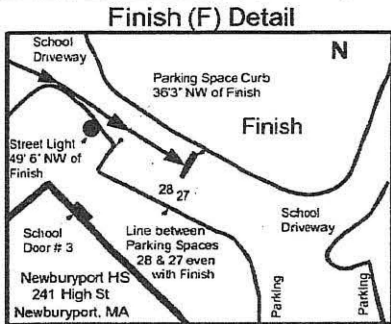
2023 Yankee Homecoming 10 Mile Road Race Newburyport, Massachusetts

Start, Start, Finish & Miles are marked with yellow paint. (UP = Utility Pole).
Start: On the northeast side of High St (Rt 113) even with the southeast side of the Storm Drain on the southwest corner of Broad St and High St, & 12 ft 6 inches SE of Red Fire Hydrant on same side.
Mile 1: On northeast side of High St even with the northwest side of the walkway to front door of 90 High St.
Mile 2: On the north side of Rolfe's Ln 10 ft E of the driveway for 3 Rolfe's Ln.
Mile 3: On northeast side of Water St 6 ft SE of the front door of 225 Water St.
5 km: On northwest side Water St 7 ft SE of UP 39 & 54 ft NW of Neptune St.
Mile 4: On north side of Merrimac St even with the light post directly across from Titcomb St.
Mile 5: On southwest side of Merrimac St in front of the red 1779 House (323 Merrimac) & 2 ft SE of a metal water cap in the brick sidewalk.
Mile 6: On southwest side of Merrimac St opposite the middle of the white picket fence of the yellow house (538 Merrimac) and 35 ft NW of a storm drain on same side.
10 km: On east of Spofford St in the middle of the driveway for 1795 House (19 Spofford).
Mile 7: On southeast side of Pine Hill Rd 10 ft SW of storm drain in front of 3 Pine Hill.
Turnaround (TA): In center of Hallisey Dr 45 ft N of Curzondale Ct sign at corner of Curzondale Ct and Hallisey Dr, 8 ft S of driveway for 12 Hallisey, and 53 ft 6 inches S of driveway for 15 Hallisey.



Note: This course was measured using the full width of the road and the Shortest Possible Route (SPR).

Mile 8: On south side of Pine Hill Rd 33 ft W of the "Year 2017" at the west end of the bridge over I-95, 11 ft W of a storm drain on same side, & 35 ft E of Spring Ln intersection.
Mile 9: On south side of High St 3 ft E of Granite Curb at west side of west driveway for "Home for Aged Men" at 361 High St.
15 km: On southwest side of High St even with Front Door of 313 High, & 12 ft 3 inches W of Brooks Ct.
Finish (Mile 10): In the Newburyport High School (241 High St) driveway on the northeast side of the school, even with the white line between parking spaces 27 & 28, 36 ft 3 inches SE of the parking space curb in front of school door # 3, & 49 ft 6 inches SE of street light to the west of school door # 3.

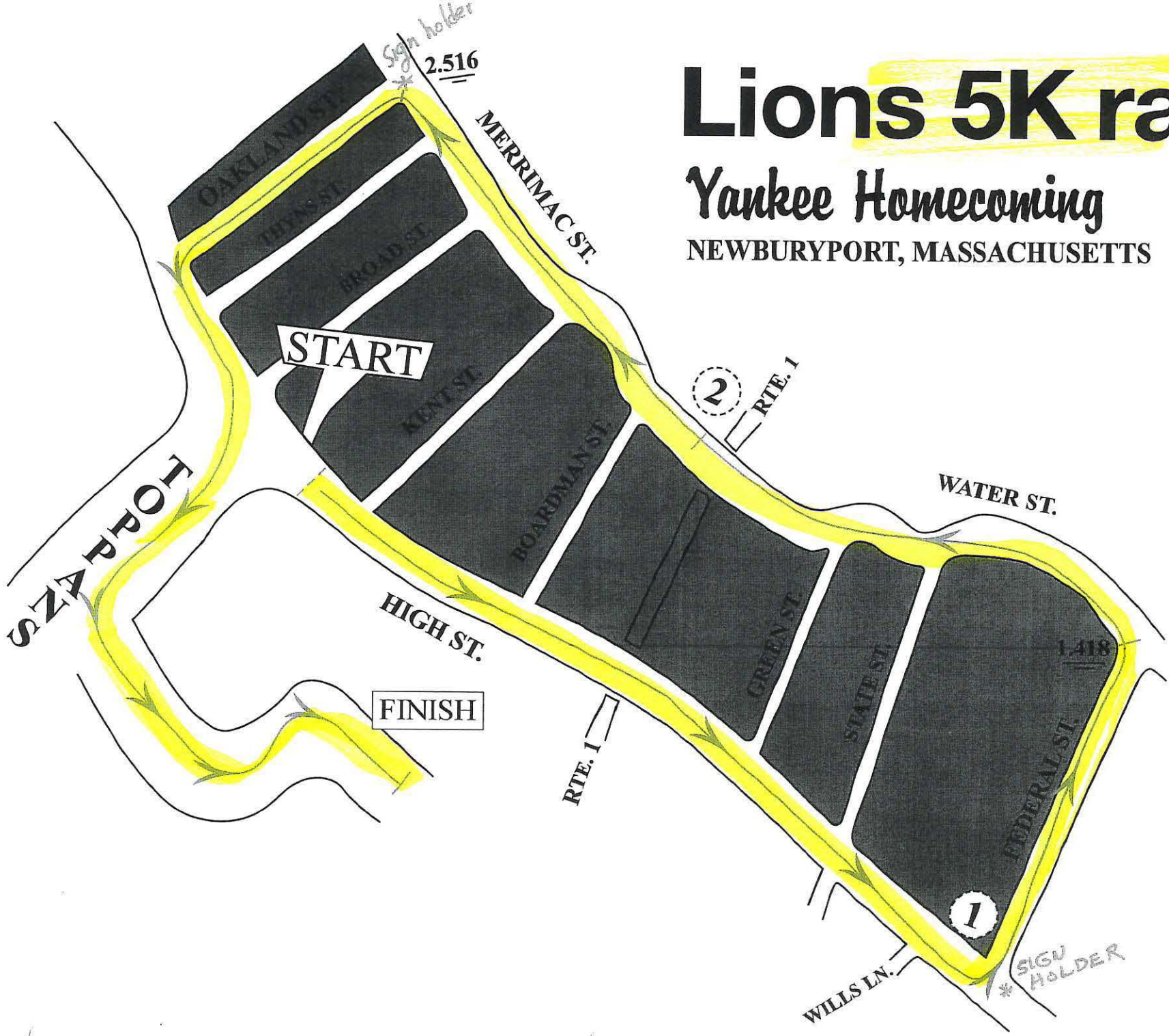
Note: Map not drawn to scale. Many streets and cross streets not on map.

Measured February 20, 2023
 By Bob Kennedy
 Oyster River Running Company
 osprey02554@yahoo.com
 508-577-4105

Lions 5K race

Yankee Homecoming

NEWBURYPORT, MASSACHUSETTS



AS of
Nov. 2022

WATER STOPS

Name	Phone	Cups	Tables	Barrels	Boards
Jack Welch 39 High ST	508-496-2254	1000	0	0	
Starb Galley		4000	6	6	8
Dave Kerry 437 Merrimac ST	978-395-5710	1000	0	0	0
Kris Farrell 28 Spofford ST	978-423-2900	1000	0	0	0
Doug Harrison Pinehill rd	978-462-1542	2000	4	4	4
Paul Dahn 343 High ST	978-869-6070	1000	0	0	0
Wallgreens Finish Line	978-462-0709				

Boy Scouts Leonard Wallace 6 Francis DR 978-465-2293
Has to be called in May to make sure to get on there schedule
To give out metals finish line

Dan Lynch 978-758-7411 danno1121@comcast.net
342 Merrimac ST IMPORTANT Dan is your person
Who will turn the 5K runners up Oakland ST
There is two sign in lock up that say 5K with a arrow turn left
Up Oakland ST

VERY IMPORTANT

Doug Harrison Pinehill RD might need help . will be set up on
Both sides of street LIST for people on course might be able to help
See #10

From: **Christine Jackson**

CJackson@cityofnewburyport.com

Subject: **Online Reservation/Registration System for the City of Newburyport Parks, Facilities or Fields**

Date: **Feb 9, 2023 at 5:03:47 PM**

Hello,

You are receiving this email because of your past reservation of City parks, facilities or fields.

We invite you to please check out the **NEW Reservation and Registration Hub** for the City of Newburyport. Our goal is to streamline community services and resources to allow for ease of access. You will be able to get to it through the City's website once the new site is live. For now you can go direct. [City of Newburyport: Online Registration by MyRec.com Recreation Management Software](#)

Please start by [creating an account](#) for your household or organization. You will then have access to sign up for **Recreation Programming**, rent **City Facilities** for events or schedule a **City Park**. If you are having trouble creating an account please read the [instructions](#) here. If you are having trouble registering, please watch the [How To Video here](#). If you are making an organization's account – you may add multiple people to the account. However one should be the primary contact and Bill Payer.

Please note- you will not receive your permit or reservation until you are paid in full. You will make a request, then receive back and approval with a cost/ balance to be paid. Once payment is received, THEN you will receive your permit.

Thank you,

Christine Jackson

Christine Jackson
Executive Assistant to the Mayor
City of Newburyport
60 Pleasant Street
Newburyport, MA 01950
978-465-4413, ext. 1203
cjackson@CityofNewburyport.com
Sign up for e-alerts and general City information on CityofNewburyport.com



Committed to Sustainability for All

Committee Items – May 8, 2023

Planning & Development

In Committee:

- ODNC00135_01_30_2023 Zoning Amendment ITIF Remove Residential Use *Amended*
- COMM00469_03_13_2023 Retail Sale of Marijuana (COTW)
- ORDR00440_04_10_2023 64 Federal St. Plummer House Preservation Restriction



IN CITY COUNCIL

January 30, 2023

(As Amended in P&D Committee 5/4/2023)

ORDERED:

A ZONING ORDINANCE AMENDMENT TO REMOVE THE ALLOWANCE OF “ITIF” SPECIAL PERMITS FOR RESIDENTIAL USES

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

Amend Section VII-A, entitled “Off-Street Parking Regulations” as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

New uses or development: No use of any premises shall be authorized or extended and no building or structure shall be erected or enlarged, unless on-site or off-site parking is provided for such extension, erection, or enlargement, as provided herein; provided, however, that for any use or structure both (1) lawfully existing as of December 17, 2017, and (ii) currently located within three hundred (300) feet of a municipal parking lot and/or municipal parking structure that is located within the Downtown Overlay District (DOD), any lawful deficiency in the number or dimensions of accessory, off-street parking spaces that existed on December 17, 2017, may be continued at the same lot by right, notwithstanding any lawful extension, alteration, or change of such use or structure at such lot, such that off-street parking regulations of this ordinance shall apply only to those parking spaces newly required by such lawful extension, alteration, or change of use or structure. Any outdoor parking spaces shall be treated with a surface binder, gravel or crushed stone surface. Except as otherwise provided under section XXIV or, alternatively, through a special permit from the planning board as set forth below, all parking spaces shall be provided as follows:

- (1.) For non-residential uses parking spaces may be (i) on site; (ii) off-site within a private parking lot or a private parking structure within three hundred (300) feet of the principal building, structure or use on the premises, by right with evidence of lease or easement of the minimum duration, as provided below; or (iii) off-site within a municipal parking lot and/or structure that is located within the Downtown Overlay District (DOD), within three hundred (300) feet of the principal building, structure or use on the premises by

special permit from the planning board with payment into the intermodal transportation improvement fund (ITIF), as provided below.

- (2.) For residential uses parking spaces may be (i) on-site; or (ii) off-site within a private parking lot or a private parking structure within three hundred (300) feet of the principal building, structure or use on the premises, by right with evidence of lease or easement of the minimum duration, as provided below; ~~or (iii) within a municipal parking lot and/or structure that is located within the Downtown Overlay District (DOD), within three hundred (300) feet of the principal building, structure or use on the premises by special permit from the planning board with payment into the ITIF, as provided below.~~

Notwithstanding the above, no development or use (residential or non-residential) may utilize, or obtain a special permit for use of, municipal parking lots and/or structures to meet the requirements of this section, where such development or use falls within the geographic boundaries of the Waterfront West Overlay District (WWOD).

When a private lot or parking structure is proposed to satisfy the parking requirements, a recordable lease or easement with a term of least five (5) years in duration must be provided to the permit granting authority.

The foregoing provisions regarding off-site parking are summarized in the following table:

	Private parking lot	<i>Private parking structure</i>	<i>Municipal parking lot that is located within the Downtown Overlay District (DOD)</i>	<i>Municipal parking structure that is located within the Downtown Overlay District (DOD)</i>
Residential use (principal building, structure or use within three hundred (300) feet)	By right, with evidence of lease or easement of minimum duration	By right, with evidence of lease or easement of minimum duration	Not Permitted Special permit from planning board with payment into ITIF	Not Permitted Special permit from Planning Board with payment into ITIF
Non-residential use (principal building, structure or use within three hundred (300) feet)	By right, with evidence of lease or easement of minimum duration	By right, with evidence of lease or easement of minimum duration	Special permit from planning board with payment into ITIF	Special permit from planning board with payment into ITIF

For the purposes of determining the distance requirement for off-street parking, the measurement shall be taken in a straight line from the ~~appropriate~~ closest lot line of the off-street parking lot or parking structure fronting on a public way to the closest lot frontage of the property containing a pedestrian entrance to the associated principal building, structure or use on the premises.

In the event a proposed development includes more than one use, the parking requirement shall be the sum total of the requirements for the individual uses.

Notwithstanding the requirements of this section, "shared" parking areas may be allowed to meet the requirements of this section (for a reduction in total parking spaces) by a special permit granted by the planning board, pursuant to this section, for uses having different peak times of parking demand. Grant of a special permit from the planning board for such "shared" parking arrangements shall be issued only after planning board review and approval of a written parking demand analysis provided by the applicant. The planning board may, at its sole discretion, require a peer review of such analysis.

Dimensional requirements: Exclusive of driveways or aisles, an area consisting of eighteen (18) feet by nine (9) feet shall be considered as one off-street parking space. The minimum aisle width for ninety-degree parking shall be twenty-four (24) feet for two-way traffic. Angle parking shall require a one-way traffic aisle with an eighteen-foot aisle width for sixty-degree parking and thirteen (13) feet for forty-five-degree parking.

Use of municipal lots: The planning board shall act as special permit granting authority (SPGA) for the purposes of permitting use of municipal parking lots and/or structures for ~~residential and~~ non-residential uses to provide required off-street parking. **For the purposes of this subsection and the subject Special Permit, Hotels and Inns (Use 105) shall be considered non-residential uses.**

The use of municipal parking lot(s) and/or structures is permitted for all ~~residential and~~ non-residential uses to provide required off-street parking by special permit from the planning board and payment into the ITIF, as provided below. The special permit for use of municipal parking lots and/or structures shall require both compliance with the requirements of the ITIF and a determination that the requested use is essential and/or desirable to the public convenience or welfare.

Intermodal transportation improvement fund (ITIF): The city hereby creates a dedicated municipal revenue fund whose purpose is to provide for necessary funding to support transportation related improvements that are necessitated by use of municipal parking lots and structures by ~~residential and~~ non-residential uses. The improvements necessitated by such uses are intended: to increase the supply of available public parking spaces which would otherwise be available if not for use of the municipal parking lots and/or structures by such non-residential users; to allow for related improvements that are necessitated by the use of municipal parking lots and/or structures by such non-residential users; and to pay for increases in the cost of operating and maintaining municipal parking lots and/or structures which said costs can be directly attributed to the use of the municipal parking lots and/or structures by such non-residential users. It is intended that all property owners that request a special permit from the SPGA to utilize a municipal parking lot(s) to meet their off-street parking requirements shall meet the requirements of this section.

Recognizing the particular intermodal transportation and parking needs of the relevant districts, the SPGA may allow an unmet parking need credit (UPNC) to be applied and deposited in the ITIF as a method of meeting the parking requirements of section VII for ~~residential and~~ non-residential uses. As provided in this section, the UPNC may only be requested by a property owner of a ~~residential or a~~ non-residential use within three hundred (300) feet of an off-street municipal parking lot and/or

structure. Applications shall be administered by the SPGA as part of the special permit process and calculated using the table listed in the intermodal transportation improvement fund.

To calculate this credit, any unmet parking need shall be calculated by multiplying the required unmet parking need by a rate of seven thousand five hundred dollars (\$7,500.00) per space in a municipal parking lot and/or structure, plus an adjustment (increase) in accordance with the consumer price index (CPI) for construction issued by the United States Bureau of Labor Statistics. Prior to the issuance of a building permit, the resulting dollar amount shall then be deposited in the ITIF. The ITIF shall be used to provide support for transportation related improvements cited above, operations and shall be controlled and administered by the city council. The use of funds collected under this ITIF limited to the above noted improvements or such other improvements that are directly necessitated by use of municipal parking structures by ~~residential or~~ non-residential uses to provide required off-street parking.

SPGA approval for the use of nearby municipal parking lots and/or structures to meet the off-street parking requirements of this section shall not constitute a permanent or exclusive right or guarantee of access to such parking spaces by the applicant, associated residents, tenants or otherwise. Rather, such SPGA approval (with corresponding payment into the ITIF) shall enable the applicant to take credit for nearby public parking spaces in fulfilling the minimum parking calculations required under this section for proposed uses at the time of permitting. Unless otherwise permitted by the City of Newburyport, all such parking spaces located in municipal parking lots shall be considered shared parking spaces, available on a first come, first served basis.

Councillor James J. McCauley

In City Council January 30, 2023:

Motion to refer collectively ODNC00135, ODNC00136, ODNC00137 to Planning and Development by Councillor Cameron, seconded by Councillor Wright. Friendly amendment by Councillor Khan to refer ODNC00136 and ODNC00137 to COTW in addition to Planning & Development. Roll call vote. 11 yes (1 remote, BL). Motion passes.

TO: Council President and City Councillors
FROM: Councillor Jennie L. Donahue
DATE: March 7, 2023
SUBJECT: Retail Sale of Marijuana

The intent of this letter is to initiate a conversation around my intentions to propose amendments to the City's code of ordinances to permit retail sales of marijuana in portions of the downtown. The **attached draft amendments** to the general ordinance and the zoning ordinance are intended to be a starting point for discussion of this proposal.

I am proposing (1) to delete the current provision in the general ordinances that prohibits non-medical retail marijuana sales, and (2) to amend the zoning ordinance to allow retail marijuana sales in the portions of the B-2 and B-3 zoning districts lying east of Titcomb Street, as shown on the **attached map**. This would limit such sales to the downtown core, the Tannery Marketplace, and the Pond Street plaza. Excluding the areas west of Titcomb Street would prevent establishment of retail shops adjacent to the YWCA and along the Route 1 corridor.

In addition, I am proposing that retail establishments not be allowed within 200 feet of an entrance to a K-12 school. This would mean that such establishments would not be allowed on Washington Street, or on Green Street between the Immaculate Conception School and the Masonic Hall.

A key benefit to the City of allowing retail marijuana sales is the potential increase in local revenues. Communities are allowed to impose a local tax of 3 percent on retail transactions of marijuana products. I have been contacting our neighboring communities to learn about their experiences with respect to the revenues and expenses generated by their retail marijuana establishments and will provide my findings when we have a Planning and Development Committee meeting or hearing on this proposal.

My draft proposal also requires that the first retail store permitted in the City, and any other store permitted within the next two years, be a "social equity" or "economic empowerment" business certified by the State. This would give the City an additional one percent of total sales revenues from those businesses.

The current prohibition on retail marijuana sales in the City was enacted by the Council in December 2019 following the results of a non-binding referendum. As stated in the **attached email** from KP Law, amending the City's ordinances to allow retail sales of marijuana does not require another referendum vote, because "regulation consistent with the statutory limitations found in G.L. c. 94G, sec. 3" is "less restrictive" than the existing prohibition on retail sales.

I request that this communication be sent to the Planning and Development Committee in order to provide opportunities for discussion on my intended proposal.

Attachments:

- Draft amendments
- Map showing areas
- KP Law opinion

KP Law Opinion Regarding Ballot Requirement for Allowing Retail Marijuana Establishments

From: Mark R. Reich <MReich@k-plaw.com>
Sent: Wednesday, January 18, 2023 6:45 PM
To: Sean Reardon <SReardon@CityofNewburyport.com>
Cc: Nicole J. Costanzo <NCostanzo@k-plaw.com>; Jonathan D. Eichman <JEichman@k-plaw.com>
Subject: RE: Cannabis Retail Zoning

Mayor –

Please be aware that prohibition of retail marijuana establishments or limitation marijuana retailers to fewer than 20 per cent of the number of package store licenses issued by the City would require passage of a ballot question by the voters pursuant to the provisions of G.L. c. 94G, sec. 3(a)(2). The City currently has an ordinance prohibiting retail marijuana retail uses in the City. Clarification will be necessary as to whether this prohibitory ordinance was supported by a ballot question approved by the voters, as this would be necessary pursuant to G.L. c. 94G, sec. 3(a)(2).

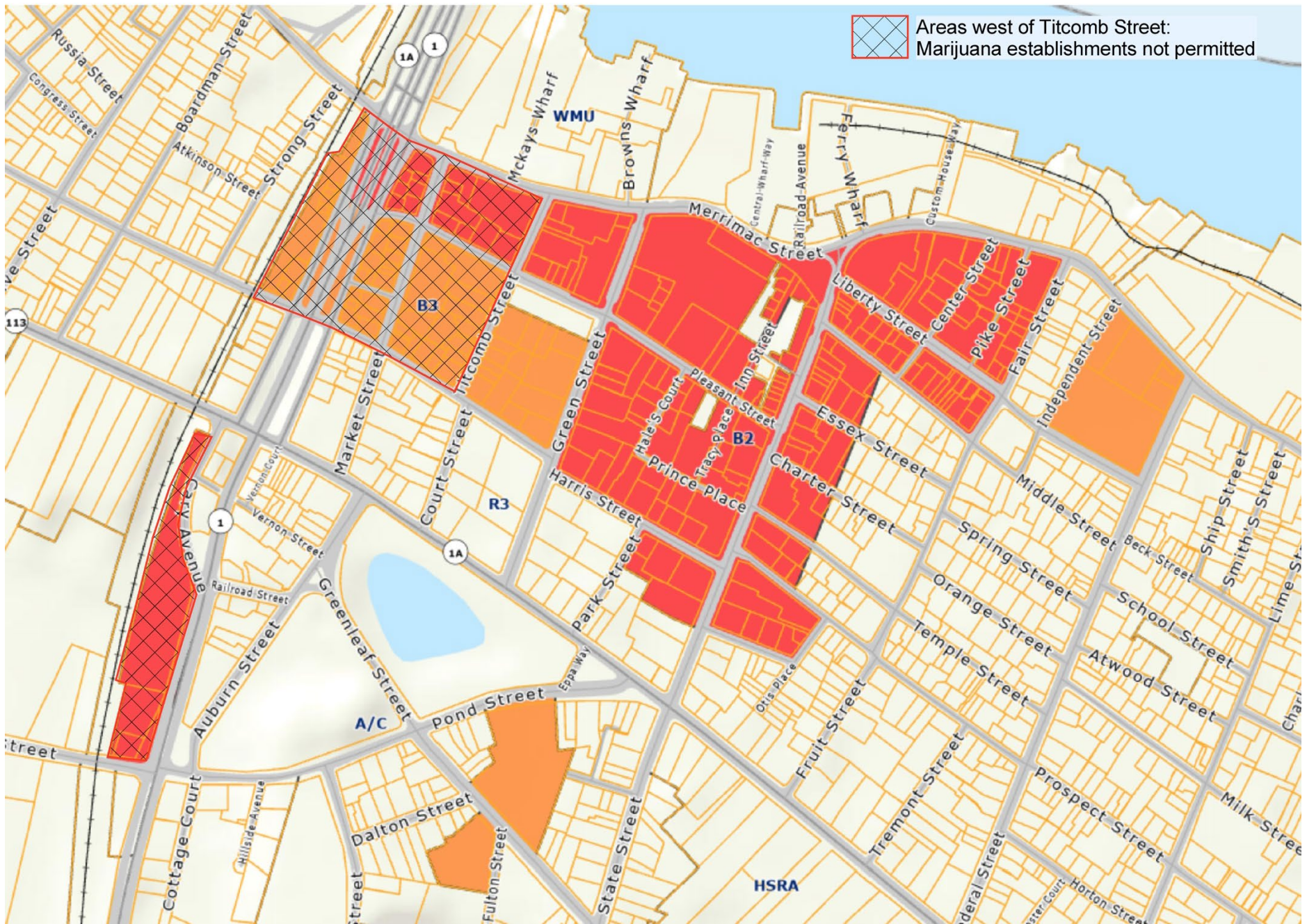
In our opinion, a new ballot question would not be required to allow for retail marijuana uses within the City. A less restrictive action, including regulation consistent with the statutory limitations found in G.L. c. 94G, sec. 3, would be permissible even if a prior ballot question prohibiting a particular type of establishment has passed.

Please contact me if you would like to discuss this matter further.

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



A GENERAL ORDINANCE AMENDMENT TO REMOVE THE PROHIBITION ON RETAIL SALES OF MARIJUANA

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

Amend the Code of Ordinances Chapter 9 Article X (Prohibition of Non-Medical Marijuana Retailers) as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

~~ARTICLE X. PROHIBITION OF NON-MEDICAL MARIJUANA RETAILERS~~

~~Sec. 9-241. In general.~~

~~Consistent with M.G.L.A. c. 94G, § 3(a)(2), "Marijuana Retailers," as defined in M.G.L.A. c. 94G, § 1, shall be prohibited within the City of Newburyport. This prohibition shall not apply to the sale, distribution manufacture or cultivation of marijuana for medical purposes.~~

Councillor Jennie L. Donahue

A ZONING ORDINANCE AMENDMENT TO ALLOW RETAIL SALES OF MARIJUANA

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

Amend Section V-D (Table of Use Regulations) as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

8. MARIJUANA-RELATED USES

USE	NUM		B-1 ±	B-2	B-3	I-1	I-1B	
Marijuana establishment (with retail sales) <u>Marijuana retailer</u>	801		SP^(h) <u>NP</u>	NP <u>P *</u>	NP <u>P *</u>	NP	NP	
Marijuana establishment (without retail sales)	802		NP	NP	NP	SP ^(h)	SP ^(h)	
Medical Marijuana treatment center or registered marijuana dispensary (with retail sales)	803		SP^(h) <u>NP</u>	NP <u>P *</u>	NP <u>P *</u>	NP	NP	

~~*Use 801 is limited to the marijuana retailer subtype. For further limitations see section XXXI.~~

*Uses 801 and 803 are not permitted in the B-2 and B-3 districts west of Titcomb Street.

Amend Section V-I (Prohibition of non-medical marijuana retailers) as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

~~V-I Prohibition of non-medical marijuana retailers.~~

~~Consistent with M.G.L.A. c. 94G, § 3(a)(2), "Marijuana Retailers," as defined in M.G.L.A. c. 94G, § 1, shall be prohibited within the City of Newburyport. This prohibition shall not apply to the sale, distribution, manufacture or cultivation of marijuana for medical purposes.~~

V-I – Initial limitation on marijuana retailers

The permit granted for the first marijuana retailer in the City, and any additional permit granted within two (2) years after said first permit is granted, shall be limited to a business that is certified by the Commonwealth’s Cannabis Control Commission (CCC) as a Social Equity Program Applicant or Economic Empowerment Applicant.

Amend Section VII-B (Parking requirements) as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

8. MARIJUANA-RELATED USES

<u>USE</u>	<u>NUM</u>	<u>PARKING REQUIREMENT</u>
<u>Marijuana retailer</u>	<u>801</u>	<u>3 per 1,000 square feet of gross floor area (GFA)</u>
<u>Marijuana establishment without retail sales</u>	<u>802</u>	<u>See Section XXXI-E</u>
<u>Medical Marijuana treatment center or registered marijuana dispensary (with retail sales)</u>	<u>803</u>	<u>See Section XXXI-E</u>

Amend Section XXXI-B (Definitions) as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

Marijuana establishment means a marijuana cultivator, craft marijuana cooperative, marijuana product manufacturer, medical marijuana treatment center (MMTC), independent testing laboratory, marijuana research facility, marijuana transporter, marijuana retailer or any other type of licensed marijuana-related establishments, as set forth in M.G.L.A. c. 94G, § 1 and regulations promulgated thereunder, ~~but not including so-called marijuana retailers.~~

Amend Section XXXI-C (Special permit required) as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

XXXI-C - Special permit required for certain marijuana establishments.

Pursuant to M.G.L.A. c. 40A, as well as under the home-rule powers of the city pursuant to Sections 1 and 6 of Article II of the Articles of Amendment of the Constitution of the Commonwealth of Massachusetts, as amended by Article LXXXIX of said Articles of Amendment, and in order to mitigate potential secondary adverse impacts, a special permit is required for a marijuana establishment within the City of Newburyport where so specified in Section V-D, Table of Use Regulations.

Amend Section XXXI-D (License requirements and conditions of use) as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

4. No marijuana establishment, with the exception of properly licensed medical marijuana treatment centers (MMTCs) and marijuana retailers, shall be permitted to conduct in-person retail sales to consumers on premises.

Amend Section XXXI-F (Required buffer zones and restrictions on use) as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

2. Protected uses. ~~Neither use number 802 (marijuana establishments without retail sales) nor use number 803 (medical marijuana treatment centers or registered marijuana dispensaries) shall be located or permitted within five hundred (500) feet of any public entrance to the following uses, regardless of whether such use is enclosed within a structure or building, except that in the Business district (B-1) centered around the intersection of State Street and Route 1 (Route 1 Traffic Circle), said minimum distance shall be two hundred fifty (250) feet~~
 - ~~a. A pre-existing public or private school providing education in kindergarten or any of grades one (1) through twelve (12);~~
 - ~~b. A pre-existing nursery school or daycare facility;~~
 - ~~c. A pre-existing public library;~~
 - ~~d. A pre-existing public park or playground;~~
 - ~~e. A pre-existing municipal youth or recreation center;~~
 - ~~f. A pre-existing public swimming pool; or~~
 - ~~g. Any similar pre-existing facility in which children commonly congregate in an organized, ongoing, formal basis.~~

No marijuana establishment shall be located or permitted within five hundred (500) feet of any School Entrance as defined in 935 CMR 500, except that in the downtown business district (B-2) and the neighborhood business district (B-3) said minimum distance shall be two hundred (200) feet.

Amend Section XXXI-G (Permitting procedure and criteria for approval) as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

XXXI-G ~~Permitting~~ Special permit procedure and criteria for approval.

The provisions of sections XXXI-G and XXXI-H shall apply to marijuana establishments for which a special permit is required by section V-D, Table of Use Regulations.

Permit granting authority. The planning board shall act as the designated special permit granting authority (SPGA) in administering this section.

Special permit required. Marijuana establishments may be permitted only pursuant to a special permit hereunder where so specified in Section V-D, Table of Use Regulations. The planning board shall review and may deny, approve, or approve with conditions all applications hereunder in accordance with the procedures listed in section X-H8. The SPGA shall approve an establishment if the SPGA determines that the proposed use meets all the requirements of this section and, in addition, the special permit criteria of section X-H7.

Councillor Jennie L. Donahue

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

April 10, 2023

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 a perpetual Preservation Restriction (PR) between the SOCIETY FOR THE PRESERVATION OF NEW ENGLAND ANTIQUITIES, D.B.A. HISTORIC NEW ENGLAND, a Massachusetts charitable corporation having an address at Harrison Gray Otis House, 141 Cambridge Street, Boston, Massachusetts 02114-2702 and Thomas and Linda Kolterjahn, trustees of the KOLTERJAHN FAMILY NOMINEE TRUST OF 2002 for the property located at 64 Federal Street (Daniel Plumer House); and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction, as may be required and to act on behalf of the City and enter into any and all instruments in accordance with Massachusetts General Laws Chapter 184 and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

Councillor Edward C. Cameron, Jr.

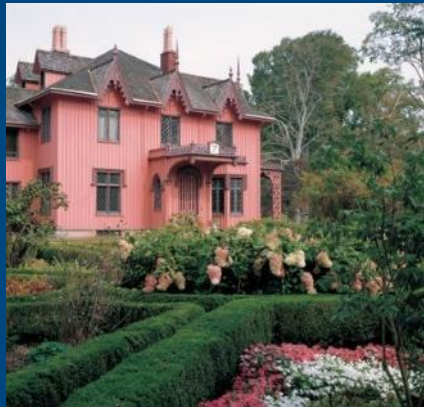
Historic New England

Mission Statement

We save and share New England's past to engage and inform present and future generations.

Our Vision

Historic New England will be a more public institution by becoming the national model for care of regional heritage buildings, landscapes, and collections and for the sharing of these resources to benefit diverse audiences.





Short House
Newbury, MA



Seddon Tavern
Newbury, MA



Thomas Emery House
272 High Street, Newburyport, MA



Daniel Plumer House
64 Federal Street (also 53 Temple Street)
Newburyport

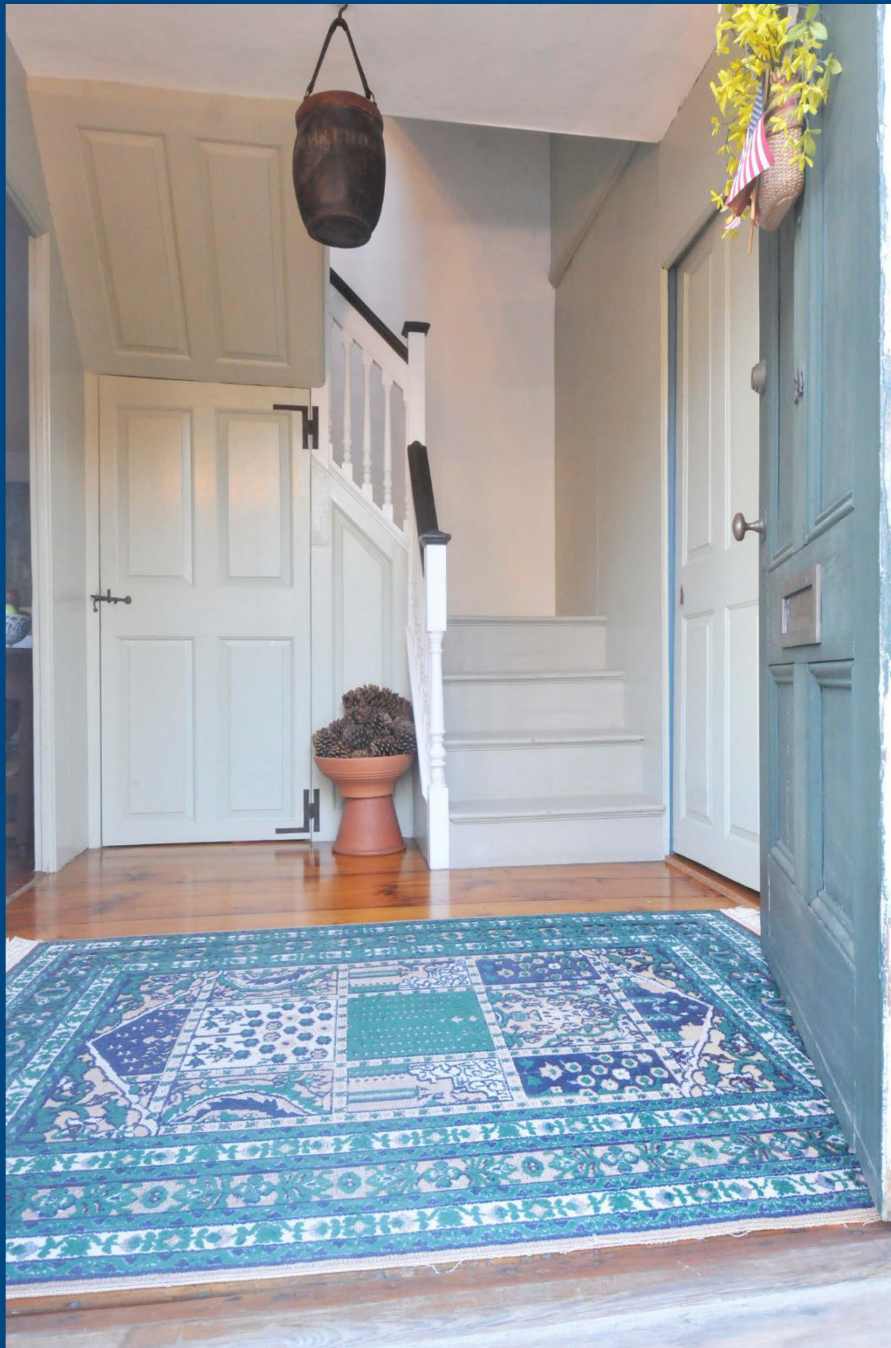


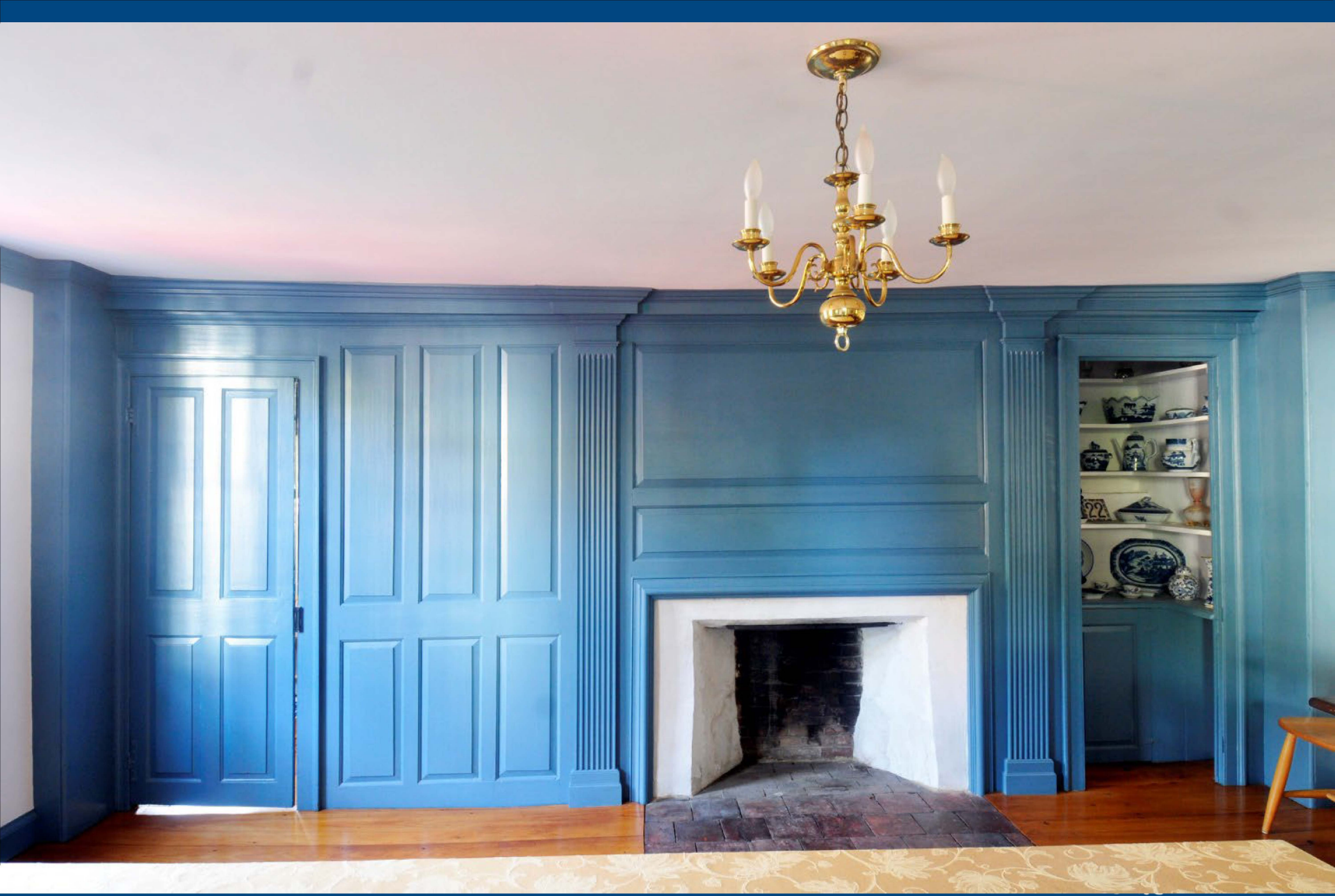




HISTORIC[®]
NEW ENGLAND

Defining the past. Shaping the future.





HISTORIC®
NEW ENGLAND
Defining the past. Shaping the future.





HISTORIC[®]
NEW ENGLAND

Defining the past. Shaping the future.



HISTORIC[®]
NEW ENGLAND

Defining the past. Shaping the future.



HISTORIC[®]
NEW ENGLAND

Defining the past. Shaping the future.



CITY OF NEWBURYPORT
HISTORICAL COMMISSION
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400
WWW.CITYOFNEWBURYPORT.COM

27 March, 2023

To: Newburyport City Council

Re: Proposed Preservation Restriction on 64 Federal Street

Dear President Shand and Newburyport City Councilors:

The Newburyport Historical Commission (NHC) has been informed of the proposal to execute a preservation restriction on the structure or property at 64 Federal Street in Newburyport, and it is our understanding that the approval of the council is required in order for such a restriction to be made perpetual rather than having a set expiration date. The NHC has reviewed the proposal and has voted unanimously its full support it, and hopes that it will be received favorably by the council. This restriction is to be between the property owners and Historic New England, and therefore does not impose any burden, financial or otherwise, upon the City.

The structure is one of the best-preserved examples of a mid-18th century residence extant in the city. As such, it is an outstanding contributor to the architectural and cultural history of our City, harkening back to a period of prosperity enjoyed in Newburyport before the "Great Fire of 1811" and the War of 1812.

The owners have invested their own resources not only for the drafting of this legal document, but also a very considerable amount of time, effort and money, spent over many years, for the restoration and rehabilitation of the structure. The commission thanks and commends the owners for their devotion to preservation and stewardship of this tangible artifact of our past and the story it tells.

We hope the Council will agree with our assessment and vote to approve the preservation restriction.

Sincerely,

Glenn Richards, Chair
Newburyport Historical Commission
(via email)

PRESERVATION RESTRICTION AGREEMENT

SOCIETY FOR THE PRESERVATION OF NEW ENGLAND ANTIQUITIES

The Parties to this Preservation Restriction Agreement (this "Agreement") are the **SOCIETY FOR THE PRESERVATION OF NEW ENGLAND ANTIQUITIES, D.B.A. HISTORIC NEW ENGLAND**, a Massachusetts charitable corporation having an address at Harrison Gray Otis House, 141 Cambridge Street, Boston, Massachusetts 02114-2702, (hereafter "Grantee") and Thomas and Linda Kolterjahn, trustees of the **KOLTERJAHN FAMILY NOMINEE TRUST OF 2002 u/d/t dated May 13, 2002 and recorded with Essex South Registry of Deeds, Book 20544, Page 345** having an address at 64 Federal Street, Newburyport, Massachusetts, 01950-2802 (herein together with their heirs, successors, administrators and assigns called "Grantor").

RECITALS

Grantor is the owner in fee simple of certain property known as the Daniel Plumer House located at 64 Federal Street, Newburyport, Massachusetts, which includes certain premises consisting of approximately 3,050 square feet of land, being more particularly described in Exhibit A attached hereto and in that certain deed (the "Deed"), recorded with the Southern Essex Registry of Deeds (the "Registry") in Book 20544, Page 349 together with all improvements thereon (the "Premises"). The Premises are also shown in the photographs and diagrams attached as Exhibits B and C hereto. The building protected by this Agreement consists of the Daniel Plumer House (the "Plumer House") as labeled and more particularly shown in Exhibits B and C.

Grantee is a charitable corporation created in 1910 and exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code. By its Articles of Organization and By-Laws, Grantee is authorized to create, impose, accept and enforce preservation restrictions to protect sites and structures historically significant for their architecture, archaeology or other associations.

The Daniel Plumer House is historically significant and worthy of preservation. The first recorded ownership of the house was by Daniel Plumer, a joiner. He and his family occupied the dwelling only briefly before selling it in 1777 to Edmund Swett, who is credited with the Plumer House's two major expansions. Swett built a ropewalk on the opposite side of Federal Street from the Plumer House. The ropewalk earned him a small fortune, which he enhanced through the purchase of several trading ships. Shortly after the Great Newbury Fire of 1811, Swett added the brick addition to the north elevation of the house presumably to house an office. When the War of 1812 ruined Edwin Swett, the property went to his creditors and thus began several decades of rapidly shifting multi-family occupation of the house, sometimes by tenants,

sometimes by owners and extended families. As a multi-family property, the Plumer house has also historically used 53 Temple Street as an alternative address to 64 Federal Street. The house was purchased by the current owners in 1973. In recognition of these qualities, and because of its architectural, historical, and cultural significance, the Daniel Plumer House is a contributing property to the Newburyport Historic District listed in the National Register of Historic Places on August 2, 1984, and is listed in the State Register of Historic Places.

The Daniel Plumer House is comprised of a two-and-a-half-story, five-bay southeast facing main block (the "Main Block") that dates to the 1730s. Attached to the west half of the northwest elevation is a southwest facing three-bay two-story gambrel-roofed ell (the "Ell") with a separate entry that faces southwest onto Temple Street. A two-story, three-bay brick addition (the "Addition") to the original house was added to the east half of the northwest elevation at the end of the eighteenth century. Attached to the northwest elevations of the Addition and the Ell is a two story extension (the "Extension") which dates to the 1930s.

Massachusetts General Laws, Chapter 184, Sections 31-33, authorizes the creation and enforcement of preservation restrictions appropriate to the preservation of a site or structure for its historical significance and for its natural, scenic and open condition.

Grantor and Grantee recognize the historic, architectural, cultural, scenic and aesthetic value and significance of the Premises, and have the common purpose of conserving and preserving the aforesaid value and significance of the Premises. To that end, Grantor desires to grant to Grantee, and Grantee desires to accept, the Preservation Restrictions set forth in this Agreement, pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, release and convey to Grantee, its successors and assigns this Preservation Restriction Agreement in perpetuity, in and to the Premises, as follows.

1. RECITALS, DEFINITIONS AND EXHIBITS.

1.1 Recitals. The parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this Agreement.

1.2 Definitions.

1.2.1 "Addition." "Addition" shall mean and include all construction attached to the Plumer House in any way, and any subsequent construction that attaches to any such addition, including, without limitation, a deck, porch, ramp, stair or landing.

1.2.2 "Structure." "Structure" shall mean any combination of materials assembled at a fixed location to give support or shelter, including, without

limitation, a building, deck, ramp, arbor, trellis, sign, paving, fencing, walls, game courts, swimming pools and poles (utility and otherwise).

1.2.3 "Facade(s) and Elevation(s)." "Facade(s) and elevation(s)" shall include, without limitation, all exterior doors, door frames, windows, window sash, window frames, transoms, sidelights, shutters, hardware, wall sheathing, clapboards, siding boards, porches, porticos, panels, cornices, balustrades, moldings and other decorative elements and all other elements, whether decorative or structural, which support any of the foregoing. For convenience of reference, the front elevations of the Plumer House facing Federal Street shall be called the south facade, the rear elevations of the Plumer House shall be called the north elevations, and the other elevations of the Plumer House shall be called the east and west elevations, based upon such elevation's orientation relative to the south facade.

1.2.4 "Protected Features." "Protected Features" shall mean those historical, architectural and landscape features protected pursuant to Sections 2 and 3 of this Agreement.

1.3 Exhibits.

1.3.1 Plans. Plans entitled "Floor Plan" and "Site Plan" are attached as Exhibit C and D respectively and incorporated herein by this reference.

1.3.2 Documentary Photographs. In order to establish with more certainty the condition of the building and the character of the Protected Features as of the date hereof, attached hereto as Exhibit B and incorporated herein by this reference are copies of 6 exterior photographs taken by Andrew Barr on October 20 to October 22, 2021, and 47 interior photographs taken by Andrew Barr on October 20 to October 22, 2023, together with an affidavit specifying certain technical and locational information with respect to such photographs. It is stipulated between Grantor and Grantee that such copies accurately represent the external and internal condition of the Plumer House and the Premises and the character of the Protected Features on the date hereof and as of the date this Agreement is first recorded with the Registry.

2. EXTERIOR RESTRICTIONS. Grantor agrees that, without the prior written approval of Grantee, no activity shall be undertaken which Grantee determines will alter or adversely affect the appearance, materials, workmanship or structural stability of the following exterior portions of the Plumer House or following site features as they exist as of the date of this Agreement, documented in the photographs attached hereto as part of Exhibit B:

- 2.1 all facades and elevations (Exhibit B, negatives 56751-A through 56756-A);
- 2.2 the massing, profile and materials of the roofs; skylights, dormers or other roof additions being expressly forbidden (Exhibit B, negatives 56751-A through 56756-A);
- 2.3 the chimneys of the Main Block and Rear Ell in their entirety (Exhibit B, negatives 56751-A, 56753-A through 56756-A);
- 2.4 all foundations (Exhibit B, negatives 56751-A through 56756-A);

Site:

- 2.5 the granite step located at the Northeast Ell entrance (Exhibit B, negatives 56755-A through 56756-A).

3. **INTERIOR RESTRICTIONS.** Grantor agrees that, without the prior written approval of Grantee, no activity shall be undertaken which Grantee determines will alter or adversely affect the appearance, materials, workmanship or structural stability of the following interior portions of the Plumer House as they exist as of the date of this Agreement, documented in the photographs attached hereto as part of Exhibit B:

Main Block and Rear Ells:

- 3.1 at the Main Block and Rear Ells and Extension, all structural members and framing, including but not limited to, interior beams, posts, girts, plates, studs, sheathing boards, rafters, purlins, masonry walls and masonry piers (Exhibit B, negatives 56761-A, 56762-A, 56766-A, 56768-A, 56772-A through 56775-A, 56777-A through 56781-A, 56784-A through 56789-A, 56791-A through 56803-A);
- 3.2 at the Main Block and Rear Ells, the space configuration and door locations of all rooms, closets, halls and stairhalls at all stories, including the attic chamber, excepting the remainder of the attic, the northeast chamber, north bathroom, west bathroom, kitchen, and cellar (Exhibit B, negatives 56757-A through 56757-A 56781-A, 56783-A through 56790-A, 56796-A, 56802-A, 56803-A);
- 3.3 at the Main Block and Rear Ells, all hardwood and softwood floors of all rooms, closets, halls and stairhalls at all stories, including the attic, excepting the north bathroom, west bathroom, kitchen, and cellar (Exhibit B, negatives 56757-A, 56759-A through 56763-A, 56765-A through 56790-A, 56796-A through 56803-A);

- 3.4 at the Main Block and Rear Ells, all plaster walls and ceilings of all rooms, closets, halls and stairhalls at all stories, including the attic chamber, excepting the remainder of the attic, the northeast chamber, north bathroom, west bathroom, kitchen, and cellar (Exhibit B, negatives 56757-A through 56763-A, 56765-A through 56781-A, 56783-A through 56790-A, 56802-A, 56803-A);
 - 3.5 at the Main Block and Rear Ells, all woodwork of all rooms, closets, halls and stairhalls at all stories, including but not limited to cornices, mantelpieces, paneling, wainscoting, baseboards, door stops, stairs, railings, balusters, newels, doors, door casings, windows, window sash, window casing, pocket shutters, and other decorative elements and any paint thereon, including the attic chamber, excepting the remainder of the attic, the northeast chamber, north bathroom, west bathroom, kitchen, and cellar (Exhibit B, negatives 56757-A through 56781-A, 56783-A through 56790-A, 56802-A, 56803-A);
 - 3.6 at the Main Block and Rear Ells, all fireplaces and hearths in their entirety, including any attached iron or brass hardware, whether decorative or functional (Exhibit B, negatives 56760-A, 56764-A, 56765-A, 56772-A, 56773-A, 56778-A, 56780-A, 56783-A, 56788-A, 56802-A);
 - 3.7 at the Main Block and Rear Ells, all door and window hardware at all rooms, closets, halls and stairhalls at all stories, including the attic and including the rim lock and key in the southwest chamber, excluding the cellar (Exhibit B, negatives 56757-A through 56762-A, 56764-A through 56767-A, 56771-A through 56773-A, 56776-A, 56778-A through 56780-A, 56783-A through 56784-A, 56786-A through 56790-A, 56802-A, 56803-A)
 - 3.9 at the Main Block, the iron hook at the ceiling of the Main Block's south entrance, (Exhibit B, negative 56757-A);
 - 3.10 at the Main Block, the paneled fireplace surround at the southwest wall of the kitchen and the eighteenth century door and associated wrought iron hardware at the southeast wall of the kitchen (Exhibit B, negative 56764-A);
 - 3.11 at the Main Block, the built-in shelving at the southeast parlor closet (Exhibit B, negative 56760-A).
4. **REVERSIBLE ALTERATIONS.** Grantee shall approve the activities identified below, except as noted below, provided that Grantee first determines that the proposed activity will not alter or adversely affect any Protected Features:
- 4.1 installation of three-tab black or charcoal asphalt shingle or wood shingle roof coverings on the roofs of the Plumer House;

- 4.2 installation of screens, storm windows, storm doors or window-mounted air-conditioning units;
- 4.3 installation of insulation at the attic floor or in the cellar, provided that no insulation shall be introduced in any way into any vertical wall cavities;
- 4.4 electrical re-wiring, provided that no electrical fixtures are in any manner imbedded in or attached to protected woodwork and structural members and other framing are not cut or otherwise altered, and protected lighting fixtures are not altered;
- 4.5 replacement of existing plumbing lines and plumbing fixtures;
- 4.6 interior and exterior painting or paint removal, provided that the material(s) and method(s) to be used to remove paint shall not damage the underlying substrate;
- 4.7 painting of, or paint removal from, softwood floors, provided that the material(s) and method(s) to be used shall allow hand-planed surfaces to remain visible and undamaged, and such that sanding, grit blasting or other abrasive methods shall not be used;
- 4.8 replacement of broken window glass;
- 4.9 interior wallpapering, provided such papering shall not dislodge, damage or destroy protected woodwork, paint, plaster, floor or hardware as identified in sections 3.4 and 3.5 above; and
- 4.11 removal of the protected built-in shelving at the southeast parlor closet, provided it is labelled and stored in a safe, dry location on site.
- 4.10 installation of a chair lift between the first and second stories at the east entry stair, subject to review of structural soundness and attachment methods.

5. **USE, MAINTENANCE AND OTHER ACTIVITIES.**

- 5.1 **Additions.** No additions to the Plumer House shall be erected hereafter without prior written approval of Grantee.
- 5.2 **Additional Structures.** No structure not on the Premises as of the date of this Agreement shall be erected or placed on the Premises hereafter without prior written approval of Grantee.
- 5.3 **Communication and Energy Source Structures.** Notwithstanding any provision in this Agreement to the contrary, freestanding or attached towers, exterior

antennas, wind turbines, solar panels, or similar communications or energy-producing structures shall not be installed or affixed on the Premises without the prior written approval of Grantee; and installing or affixing towers and wind turbines on the Main Block, Northeast Ell or Northwest Ell is prohibited.

- 5.4 Topographical Changes and Landscaping.** In order to protect the historic setting and Protected Features of the Plumer House, no alterations may be made to the topography of the Premises that either raise or lower grade levels by more than one (1) foot. No soil, loam, rock or mineral resource or natural deposit shall be excavated, dredged or removed from the Premises, no soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever shall be placed, filled, stored or dumped thereon, and no trees, hedges, shrubs, or other vegetation greater than twenty-five feet in height, shall be removed from the Premises or otherwise destroyed, provided that this Subsection shall not be deemed to prohibit improvements and activities approved under Subsection 5.1 or 5.2, if any, or permitted under Subsection 5.6. The provisions of this Subsection 5.4 shall not be deemed to restrict activities necessary and desirable (i) to preserve or protect the Premises, (ii) to maintain existing trees, lawn, garden or utilities associated with the Premises, (iii) for the planting of trees, shrubs, flowers, herbs or grasses or (iv) related to an approved Archaeology Plan or restoration after archeological activity as provided for in Subsection 5.11.
- 5.5 Demolition.** Grantor shall not permit or allow to occur, either through positive action or neglect, demolition of the Plumer House.
- 5.6 Relocation.** No portion of the Plumer House shall be moved from its present location unless such moving is required by a taking through eminent domain.
- 5.7 Signs.** No signs, billboards or other advertising displays shall be placed on, painted onto or affixed to the Plumer House or the Premises except that, subject to Grantee's prior written approval, Grantor may erect a sign or marker which is appropriate to identifying the historical significance and associations of the Premises. This paragraph shall not prevent Grantor from placing temporary, free-standing signs on the lawn, or from affixing temporary signs to any storm door, provided such signs are in accordance with local law.
- 5.8 Use.** Grantor shall not permit any use to be carried on, in or around the Premises that is unlawful, constitutes a nuisance, or which is determined by Grantee to be inconsistent with the intent of this Agreement or to adversely affect the historic significance of the Plumer House and surrounding landscape. Without limiting the generality of the foregoing, the Premises may be used for a two-family residence, which may include a portion of the Premises for a home professional office for a member of the family in residence, provided that such use is permitted by local zoning ordinances. With respect to matters not covered by this Agreement, Grantee shall have the right to operate and use the Premises in such manner as it

determines, provided that such operation and use is not inconsistent with the intent of this Agreement.

5.9 Maintenance.

5.9.1 General. Grantor covenants at all times to maintain the Plumer House and the Premises in good and sound state of repair in order to prevent the deterioration or destruction through alteration or neglect of Protected Features.

5.9.2 Cost of Maintenance. Grantor shall assume the total cost of continued maintenance, repairs and administration of the Premises in order to preserve the protected architectural and historic features, materials, appearance and workmanship of the Plumer House. Grantor covenants that it shall indemnify and hold Grantee harmless from and against any such costs. The foregoing shall not prohibit the Grantor from seeking financial assistance for the foregoing purposes from any sources available to it.

5.10 Compliance with Law. Nothing contained herein shall be interpreted to authorize or permit the Grantor to violate any law, ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any law, ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee in writing of such conflict and shall cooperate with Grantee and local authorities to accommodate the purposes of both this Agreement and such law, ordinance or regulation. No construction and no other alteration or change of use or occupancy which would create such conflict, or cause such conflicting law, ordinance or regulation to be applicable to the Plumer House or any protected element thereof, shall be undertaken without the prior written approval of Grantee.

5.11 ARCHAEOLOGY. The conduct of archaeological activities, including without limitation archaeological surveys, excavation for the purpose of archaeology and artifact retrieval may occur only in accordance with an archaeological field investigation plan (the "Archaeology Plan") prepared by or on behalf of the Grantor and approved in advance of such activity in writing by the State Archaeologist of the Massachusetts Historical Commission (or, if Massachusetts General Laws ceases to require approval by the Massachusetts Historical Commission for the perpetual enforceability of historic preservation restrictions, then by the official recognized by Grantee from time to time as having responsibilities for preservation of archaeological resources in the Commonwealth of Massachusetts). Plans for restoration of the site of archaeological activity shall be submitted to Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by Grantee.

6. **INSURANCE.**

- 6.1 **Property.** Grantor, at its expense, shall keep the Plumer House and the Landscape Features insured for the full replacement value against loss from all perils commonly covered under the broadest standard home insurance policy form in use from time to time, including without limitation fire, lightning, wind storm, hail, explosion, damage by vehicles, smoke, vandalism, malicious mischief, weight of ice, snow, or sleet, freezing of plumbing, HVAC or sprinkler systems, and sudden and accidental damage from artificial electrical current explosion.
- 6.2 **Liability.** Grantor, at its expense, shall carry and maintain at all times general liability insurance with coverage against claims for personal injury, death, and property damage, identifying the Plumer House as covered premises, and for not less than one million dollars (\$1,000,000) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. Every policy required pursuant to this Subsection 6.2 shall name Grantee as an additional insured.

[Notwithstanding anything in this Agreement to the contrary, in the event members of the public, as distinct from specific invitees, are allowed access to the Premises, the following provisions shall apply in lieu of the foregoing provision of this section 6.2:

Liability. Grantor, at its expense, shall carry and maintain at all times commercial general liability coverage identifying the Plumer House as covered premises, and with a general aggregate limit of not less than one million dollars (\$1,000,000) per person per year, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. In the event that the use of the Plumer House changes such that it is no longer open to the public, Grantor, at its expense, shall subsequently carry and maintain at all times general liability insurance, with coverage against claims for personal injury, death, and property damage, identifying the Plumer House as covered premises, and for not less than one million dollars (\$1,000,000) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. Every policy required pursuant to this Subsection 6.2 shall name Grantee as an additional insured.]

- 6.3 **Other Requirements.** Every policy required pursuant to this Section 6 shall be issued by an insurance company rated "A" or better by A.M. Best Company or equivalent rating by a comparable rating service, and shall provide for the sending of any and all notices of cancellation by the insurer to Grantee at least twenty (20) days prior to any cancellation taking effect. Grantor shall promptly provide copies of all insurance policies required by this Section and all supplements or endorsements thereto to Grantee.

6.4 Changes in Practice. Grantee reserves the right to change the coverage requirements provided under this Section 6 from time to time to reflect changes in the best practices for property and liability coverages for historic houses in New England provided Grantee first gives Grantor thirty (30) days advance notice of any such change.

7. CASUALTY DAMAGE.

7.1 Notice. In the event that the Plumer House or any portion thereof is damaged or destroyed, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, and such notification shall identify what, if any, emergency protective work has already been completed.

7.2 Restoration. Except as set forth in this Section, in the event of any casualty damage (as hereinafter defined), (a) Grantor shall submit to Grantee a proposal in accordance with Section 12 of this Agreement for Grantee's approval to restore the Plumer House using similar materials, workmanship and design and in a manner which shall protect those Protected Features which have not been totally destroyed, and (b) Grantor shall then restore the Plumer House in accordance with such proposal as Grantee has approved.

7.3 Substantial Casualty. Notwithstanding any other provision of this Agreement to the contrary, in the event of substantial casualty damage to the Plumer House, Grantor may request the approval of Grantee not to restore the Plumer House pursuant to this Agreement. If Grantee determines that the extent or nature of such casualty damage would prevent restoration in a manner which would protect the remaining Protected Features, then Grantee may grant such approval and Grantor may elect not to restore the Plumer House pursuant to this Agreement. In the event of such approval not to restore, before any remaining portion of the Plumer House is relocated or otherwise altered, Grantor shall allow Grantee to enter onto and into the Premises for the purpose of choosing and removing for posterity any such Protected Features, or portions thereof, together with the materials in which such features are set, that Grantee desires to salvage.

7.4 Damage Defined. For the purposes of this Agreement casualty damage shall be defined as such sudden damage or loss which would qualify for a loss deduction pursuant to Section 165(c)(3) of the Internal Revenue Code (construed without regard to the legal status, trade, or business of the Grantor or any applicable dollar limitations).

8. CONDEMNATION. If the Premises, or any substantial portion thereof, shall be made the subject of a procedure threatening a taking through eminent domain, or if Grantor shall receive notice from a governmental authority of the intent to institute such proceeding, Grantee shall immediately be given notice thereof by Grantor. Grantee shall have the right to enter its name as an additional party in eminent domain proceedings,

pursuant to Massachusetts General Laws, Chapter 79, Section 5A, but shall not have the right to any monetary award which would diminish the award to be made to Grantor resulting from such taking. In the event of such taking, Grantee shall have the right to enter onto and into the Premises (or portion thereof subject to such taking) for the purpose of choosing and removing for posterity any Protected Features, or portions thereof, together with the materials in which such features are set, that Grantee desires to salvage, prior to the effective date of such taking.

9. **TAXES.** Grantor shall pay on or before the due date all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges which may become a lien on the Premises.
10. **INDEMNIFICATION.** Grantor shall indemnify, defend with counsel acceptable to Grantee, and hold Grantee harmless from and against any claims, liability, costs, attorneys' fees, judgments or expenses to Grantee or any officer, employee, agent or independent contractor of Grantee resulting from actions or claims of any nature by third parties arising in connection with or out of this Agreement, including without limitation claims related to the presence of oil or hazardous substances.
11. **INSPECTION.** Grantee may inspect the Premises at least annually to ensure that the Grantor is in compliance with the preservation restrictions hereby imposed. In addition, Grantee may inspect the Premises more frequently during periods of repair, renovation or reconstruction as Grantee deems appropriate for the nature of the work being conducted. Grantor agrees to grant Grantee free access to all areas of the Premises. Such inspections shall be made at reasonable hours and only after prior notice to the Grantor. This right of inspection shall be assignable by Grantee to any governmental body or qualified non-profit entity whose purposes include preservation of structures or sites of historic or aesthetic significance. The failure of Grantee to exercise this right of inspection for any period of time, however, shall under no circumstances be construed as a waiver of such right.
12. **WRITTEN APPROVAL.**
 - 12.1 **Approval.** Whenever Grantor desires to undertake any activity which, by the terms of this Agreement, is not to be undertaken without Grantee's approval, Grantor shall first deliver to Grantee a written request for approval, describing the specific activity proposed (including, but not limited to, the nature, scope, schedule, budget and, if applicable, materials, design and location thereof, and by whom the activity will be performed) in sufficient detail as determined by Grantee to enable it to evaluate the proposed activity and the potential effect thereof upon the features and interests protected by this Agreement (a "Request for Approval"). Grantor shall supplement the written Request for Approval with any and all supplementary documentation, including, but not limited to, architectural drawings, site plans, photos or digital images, as Grantee determines are necessary to fully describe the proposed activity for the purposes of this Section

12. In exercising its discretion, Grantee shall apply standards that it establishes from time to time of general applicability to similar historic properties on which it holds preservation restrictions. Approval by Grantee for any such activity shall be in recordable form, executed and acknowledged by any one or more of the President, Treasurer, Director or such officer or officers who may succeed to their responsibilities under other titles.

12.2 Waiver; Other Approval. Grantee may, in its sole discretion, waive the submittal of a Request for Approval or the issuance of a recordable approval, or both, for any activity described in Section 4. Notwithstanding any other provision of this Agreement to the contrary, Grantee may, in its sole discretion, grant written approval for any other activity by Grantor which is restricted by any provision of this Agreement in addition to those activities which are not to be undertaken without approval by Grantee, but only in accordance with the procedures set forth in Subsection 12.1.

12.3 Timing. Grantee shall grant or deny its approval for such proposed activity not later than sixty (60) days after the later of the date (i) Grantee has received a Request for Approval or (ii) Grantee either inspects the Premises, as mutually and reasonably agreed upon by Grantee and Grantor, for the purpose of evaluating such proposal or delivers to a Grantor a written waiver of such inspection. If Grantee does not give the Grantor a written request for such inspection within sixty (60) days after Grantee has received a Request for Approval, Grantee shall be deemed to have waived such inspection for such proposal. The provisions of this Subsection 12.3 shall not apply to any proposed activity that is prohibited by the terms of this Agreement.

12.4 Conditions. Grantee may approve or deny all or any portion of the activity set forth in a Request for Approval, or grant its approval subject to conditions, or any combination thereof. Such conditions may include the expiration of such approval to activity conducted within a certain period of time or prior to conveyance of the Premises. If an activity is conditionally approved, such activity shall not be undertaken except in compliance with such condition(s) and the failure to conform to such condition(s) shall be a breach of this Agreement. Approval as to any activity shall under no circumstances be construed to waive the requirement for approval for any other activity or for a duplication of the same activity at a later time or affecting any other portion of the Premises.

13. DISPUTE RESOLUTION.

13.1 Submittal. Grantor agrees that if any dispute shall arise between it and Grantee concerning the terms or conditions of this Agreement or their application in any instance, Grantor and Grantee shall submit such dispute for resolution by arbitration in Boston, Massachusetts, by the American Arbitration Association, its successor, or other arbitral forum as mutually agreed by Grantor and Grantee (the

"Arbitration Association"), and such arbitration shall be submitted, commenced, held and determined in accordance with the Commercial rules and regulations of the Arbitration Association, as hereby modified. The provisions of this Section 13 shall not, however, limit the provisions of Section 14, and if Grantor shall submit any such dispute to arbitration as aforesaid and Grantee shall elect to seek injunctive relief or otherwise litigate the subject matter of such dispute, Grantee shall give notice of such election to the Arbitration Association. In such circumstances, the arbitration shall be recessed or adjourned if the outcome of the action brought by Grantee may render the arbitration moot. Once arbitrated, the decision of arbitration shall be binding and enforceable in any court of competent jurisdiction, subject to Subsection 14.2 hereof.

13.2 Appointment and Procedure. In the arbitration of any dispute involving Sections 2, 3, 4, 5, 7, 8 or 16.1 hereof, all arbiters shall have a bachelor's or graduate degree in architecture, art history or historic preservation and at least ten years' experience in the field of preservation of historically significant structures or artifacts. Each party shall nominate a qualified arbiter by notice to the Arbitration Association and the other party within thirty (30) days of the initial demand for arbitration, describing such qualifications. All challenges to a proposed arbiter's qualifications shall be submitted to the Arbitration Association within ten (10) days thereafter and all such challenges shall be decided by the Arbitration Association. The two arbiters appointed by the parties shall name a third neutral arbiter within ten (10) days after such challenge period expires. Within thirty (30) days of the appointment of the third arbiter, the panel of arbiters shall take evidence and argument and close the hearing, and they shall decide the matter and issue their decision within thirty (30) days after close of the hearing. Without limiting the generality of this Section, the fees and expenses of arbitration charged by the Arbitration Association shall be borne equally between Grantee and Grantor unless the arbiters determine that some other division shall under the circumstances be more equitable and such determination of the arbiters shall be conclusive and binding upon the parties. Notwithstanding anything to the contrary in this Subsection 13.2, if Grantor shall fail to name a qualified arbiter in the time allotted, there will be only one arbiter, appointed by Grantee.

13.3 Communications. The provisions of this Subsection 13.3 shall not limit the generality of any other provision of this Agreement. If Grantee elects to give Grantor written notice that Grantor has failed to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed (a "Violation Letter"), Grantor may respond in writing within thirty (30) days of the giving of such notice, disputing the existence of such failure and demanding arbitration thereof (an "Objection Letter"). Grantee may record notice of such Violation Letter with the Registry. Notwithstanding the provisions of Subsection 13.1, Grantor may not thereafter demand arbitration of the subject matter of the Violation Letter unless Grantor's Objection Letter includes such demand for arbitration. If Grantor does not timely deliver an

Objection Letter to Grantee, Grantor shall conclusively be deemed to agree with the contents of the Violation Letter and to waive all right thereafter to dispute the existence of such failure. If an arbitration finds that the failure that is the subject of a Violation Letter does not exist, the arbitrators may require Grantee to record with the Registry a rescission or extinguishment of any notice of such Violation Letter recorded with the Registry. Whether or not Grantor delivers an Objection Letter to Grantee, if the activity that gave rise to the Violation Letter remains in progress, Grantor shall immediately cease such activity.

14. **ENFORCEMENT.**

- 14.1 **General.** If Grantor shall fail to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed, Grantor acknowledges that such a failure will cause Grantee irreparable harm, and Grantee shall have the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (Grantor agreeing that Grantee has no adequate remedy at law if Grantor shall fail to perform or observe any restriction, agreement or condition contained in this Agreement). The foregoing shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee.
- 14.2 **Venue and Jurisdiction.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Grantor hereby irrevocably consents and agrees that any legal action, suit or proceeding arising out of or in any way in connection with this Agreement may be instituted or brought in a court of appropriate jurisdiction in the Commonwealth of Massachusetts, or in the courts of any other jurisdiction wherein Grantee's business office(s) may be located, as Grantee may elect. By execution and delivery of this Agreement, Grantor irrevocably accepts and submits to the non-exclusive jurisdiction of any such court and to service of any summons, complaint and/or legal process by registered or certified United States mail, postage prepaid, to Grantor at the Premises, such method of service to constitute, in every respect, sufficient and effective service of process in any legal action or proceeding. The parties shall not seek a trial by jury in any lawsuit, proceeding, counterclaim or any litigation procedure based upon or arising out of this Agreement or the dealings or the relationship between Grantee and Grantor, or any person claiming by, through or under Grantor.
- 14.3 **Self Help.** If Grantor shall fail to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default within seven (7) days after notice from Grantee specifying the failure, Grantee may, at its option, without waiving any other remedy or any claim for damages for breach of this Agreement, at any time thereafter apply for and obtain in its own name or in

Grantor's name such permits and approvals as may be necessary to cure such failure, enter upon the Premises, and cure such failure for the account of Grantor, and any amount paid or any contractual liability incurred by Grantee in so doing shall be deemed paid or incurred for the account of Grantor, Grantor agreeing to reimburse Grantee promptly therefor and save Grantee harmless therefrom. Grantee may cure any such failure as aforesaid prior to the expiration of said waiting period, but after notice to Grantor, if the curing of such failure prior to the expiration of said waiting period is reasonably necessary to protect the Premises or any Protected Features. Without limiting the generality of this Subsection 14.3, Grantor's obligation to reimburse Grantee as aforesaid shall be entitled to the status of a contract pursuant to Massachusetts General Laws, Chapter 254, as amended from time to time (sometimes known as the Mechanics' Lien Law) and in order to cause this Agreement to constitute a Notice of Contract or such other notice as is necessary to afford Grantee the right to file a claim pursuant thereto, notice is hereby given that by virtue of this Agreement between Grantor and Grantee, as contractor for the purposes of this Subsection 14.3, Grantee may furnish labor and material or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building, structure, or other improvement on the Premises as set forth in this Section.

- 14.4 Costs and Expenses.** Grantor shall indemnify and hold harmless Grantee, and shall pay to Grantee on demand, all costs and expenses, including but without limitation attorneys' disbursements and fees, incurred by Grantee in connection with enforcement of this Agreement. If Grantor is required pursuant to this Agreement to pay a sum of money to Grantee, the obligation to pay such sum constitutes a lien upon the Premises for the amount of such sum until it is paid, and if Grantor shall fail to pay all or any portion of such sum within thirty (30) days of Grantee's written demand therefor, Grantor shall also pay to Grantee interest on the unpaid amount an annual rate equal to the lesser of five percent (5%) or the judgment interest rate then in effect under the laws of the Commonwealth of Massachusetts.
- 14.5 Mortgage Protection.** Any lien which may arise pursuant to this Section 14 shall be subject and subordinate to a first mortgage of record held by a bank, saving and loan association, trust company, credit union, insurance company, pension fund or other institutional lender to the extent of the principal amount secured by such mortgage and disbursed as of the date such notice of lien is recorded.
- 14.6 No Waiver.** Failure of Grantee to complain of any act or omission on the part of Grantor, no matter how long the same may continue, shall not be deemed to be a waiver by Grantee of any of its rights hereunder. No waiver by Grantee at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. No waiver by Grantee at any time of the requirements for submittal of a Request for

Approval or issuance of a recordable approval, pursuant to Subsection 12.2, for an activity described under Section 4 shall be deemed a waiver of such requirements as to such activity at any other time or as to any other activity. No payment by Grantor or acceptance by Grantee of a lesser amount than shall be due from Grantor to Grantee shall be deemed to be anything but payment on account, and the acceptance by Grantee of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying such check that such lesser amount is payment in full shall not be deemed an accord and satisfaction, and Grantee may accept such check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Grantee may have under this Agreement or by operation of law, either at law or in equity, upon any breach shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by Grantee or not, shall be deemed to be in exclusion of other, any two or more or all of such rights and remedies being exercisable at the same time.

14.7 Estoppel Certificate. Grantee agrees to deliver to Grantor and/or to any holder of a mortgage on the Premises identified by Grantor a statement to Grantee's knowledge whether Grantor is in compliance with this Agreement, not later than thirty (30) days after the later of the date (i) Grantee has received a written request for such statement from Grantor, or (ii) Grantee either inspects the Premises, as mutually and reasonably agreed upon by Grantee and Grantor, for the purpose of responding to such request or delivers to a Grantor a written waiver of such inspection. If Grantee does not give the Grantor a written request for such inspection within fifteen (15) days after Grantee has received such request from Grantor, Grantee shall be deemed to have waived such inspection for such request.

15. EXTINGUISHMENT. Grantor and Grantee acknowledge the possibility that circumstances may arise in the future to render the purpose of this Agreement impossible to accomplish. In addition, both parties recognize that the possibility of condemnation and casualty always exists. In the event such circumstances do in fact arise, the parties agree that those provisions of this Agreement which are rendered impossible of performance by such circumstances, condemnation or casualty, may be extinguished by judicial proceedings in a court of competent jurisdiction and in compliance with the applicable requirements of Massachusetts General Laws chapter 184, section 32, as it may be amended from time to time, including approvals by the City of Newburyport and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest. All other provisions of this Agreement shall remain in full force and effect unless and until this Agreement is terminated or extinguished in compliance with said requirements.

16. TRANSFERS.

- 16.1 Subdivision and Leasing.** The Premises shall not be subdivided for conveyance or lease, provided that this Section shall not be deemed to prohibit the leasing of the Plumer House for uses permitted by this Agreement. For the purposes of this Agreement, the definition of "to subdivide" shall include to cause any portion of the land less than the entirety thereof to be divided, conveyed or made conveyable as a distinct parcel apart from the remainder of the land, including, to submit a plan which shows the land as other than one unitary lot for the preliminary or final approval or endorsement of any governmental authority for such a division, or to cause any such plan (whether or not approved or endorsed by a governmental authority) to be filed or recorded with any land records office or registry. Any lease or occupancy agreement of the Premises or any portion thereof shall be in writing and shall include the following notice in capitalized letters: "This Lease is subject to a Preservation Restriction Agreement granted to the Society for the Preservation of New England Antiquities D. B.A. Historic New England, a copy of which is attached hereto, which substantially restricts construction, alteration and other modifications to protected features inside and outside the Premises subject to this Lease. Notwithstanding any other provision of this Lease, no such activity shall be undertaken without prior review of such restrictions and strict compliance therewith. Any failure to comply with such restrictions may, at Landlord's sole discretion, be deemed a default under this Lease."
- 16.2 Insertion in Subsequent Instruments.** Grantor shall insert a reference to this Agreement, such reference to include Registry book and page number of this Agreement, into any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises. Concurrently, with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of same. Failure by Grantor to comply with the requirements of this Subsection 16.2 shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.
- 16.3 Written Acceptance.** Before taking legal possession of the Premises or any portion thereof, each new Grantor of the Premises shall indicate its acceptance of these preservation restrictions contained herein by a letter to Grantee. Such acceptance shall include a promise to maintain at all times and in good condition, the significant historical, architectural, scenic and environmental characteristics of the Premises covered by these restrictions. Failure by any new Grantor to so indicate, and failure by Grantee to demand such indication, shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.
- 16.4 Restrictions Run with the Land.** Notwithstanding anything to the contrary contained in Section 15 above, the burden of this Agreement and the rights and obligations created or imposed by this Agreement shall be in effect in perpetuity. Grantor agrees that this Agreement shall constitute a binding servitude and shall run with the land in perpetuity and thus not subject to the limitations on the

enforceability of restrictions in G.L. c. 184, §§31-33, and, in any event, shall bind and run with the Property for a period of no less than ninety-nine (99) years from the recording hereof.

- 16.5 Assignment.** All of the rights and restrictions enforceable by Grantee pursuant to this Agreement shall be assignable by Grantee for preservation purposes only and without consideration, to any governmental body or any entity described in Section 170(b)(1)(A) of the Internal Revenue Code of 1986 as amended whose purposes include preservation of structures or sites of historic or architectural significance in perpetuity. Any such non-governmental entity must also be qualified to hold preservation restrictions under Massachusetts General Law, Chapter 184, Section 32.
- 17. NOTICES.** Every notice, request, demand, consent, waiver or other communication which either party hereto may be required to give to the other party pursuant to this Agreement, shall be in writing and shall be given either by postage prepaid registered or certified U.S. mail with return receipt requested or by a national overnight delivery service with acknowledgment of receipt required--if to Grantor, then to Grantor at the Premises, and if to Grantee, then to the Historic New England Easement Program, Historic New England, 185 Lyman Street, Waltham, Massachusetts 02452-5645. Each party may change its address set forth herein by written notice to such effect to the other party. Such notice, etc., shall be deemed given as of the sooner of the date of signed receipt or the date when delivery was first attempted.
- 18. SUBORDINATION OF PRIOR INTERESTS.**
- 18.1 Prior Liens.** Grantor represents and warrants to Grantee that the Premises are subject to no mortgages, liens, leases, restrictions, easements or encumbrances prior in right to this Agreement other than as listed in Exhibit A-1 attached hereto. In order to ensure that the conservation purposes associated with this Agreement are enforced in perpetuity and to bind all holders of those instruments, if any, listed in Exhibit A-1 hereof to the terms of this Agreement notwithstanding any inconsistent provision of any such instrument, or should any such holder exercise any right it may possess pursuant to such instrument to take possession of, control or foreclose on the Premises, attached hereto and made a part hereof is subordination of such interest, if any, to this Agreement, pursuant to I.R.C. Section 170(h) (5) and Treas. Reg. Section 1.170A-14 (1986).
- 18.2 Homestead.** Each of the individuals who constitute Grantor hereby subordinates all of his or her rights of homestead and of any and all of his or her beneficiaries, affirms under the penalties of perjury that there is no person entitled to claim the

benefit of homestead rights in the Premises other than Thomas and Linda Kolterjahn and the Kolterjahn Family Nominee Trust.

19. **MISCELLANEOUS.** The following provisions in this Section 19 shall govern the effectiveness, interpretation and duration of this Agreement:

19.1 **Counterparts.** This Agreement, with all exhibits hereto, is executed in three (3) identical counterparts. After execution hereof, one (1) such counterpart shall be held by each of Grantor and Grantee, and one (1) such counterpart shall be recorded immediately at the Registry.

19.2 **Strict Construction.** Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this Agreement, and this Agreement shall be interpreted broadly to effect its purposes, and the restrictions herein contained.

19.3 **Grantor.** This Agreement shall extend to and be binding upon the Grantor, and all persons hereafter claiming under or through the party executing this Agreement as "Grantor" and all successors in title to the Premises, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this Agreement or have an interest in the Premises at the time of execution of this Agreement or thereafter. A person who ceases to hold title to the Premises after having been a Grantor shall cease to have any liability hereunder to Grantee except that such person shall remain jointly and severally liable with the successors as Grantor for any monetary liability hereunder to Grantee that accrued during the time of such person's ownership.

19.4 **Amendment.** For purposes of furthering the preservation of the Plumer House and of furthering the other purposes of this Agreement, and of meeting changing conditions, Grantor and Grantee are free to amend jointly the terms of this Agreement in writing in accordance with the requirements of Massachusetts General Laws, Chapter 184, Sections 31-33, and such amendment shall become effective upon recording at the Registry.

19.5 **Validity of Agreement.** This Agreement is made pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33, but the invalidity of such statutes or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, successors, administrators and assigns in perpetuity to each clause of this Agreement whether it be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto. This Agreement may be re-recorded at any time by any person if the effect of such re-recording is to make more certain enforcement of this Agreement or any part thereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any

other provision of this Agreement or any ancillary or supplementary agreement relating to the subject matter herein.

- 19.6 Captions.** The captions used as headings for the various Sections and Subsections of this Agreement are used only as matter of convenience for reference, and are not to be considered a part of this Agreement or used in determining the intent of the parties to this Agreement.
- 19.7 No Warranty.** The approval by Grantee of any action by Grantor, including without limitation, the approval of the design of any alteration or construction, shall not constitute a warranty, representation or acknowledgment that any action taken in conformity with such approval shall comply with any law, regulation, order, ordinance, code or by-law or shall be suitable for any particular purpose, and Grantor shall be solely responsible for its own actions.
- 19.8 Time.** Where a specific number of days are stated for an activity to occur, time is of the essence. If any act required under this Agreement becomes due on a Saturday, Sunday or legal holiday in the Commonwealth of Massachusetts, then such act shall be due on the immediate following business day.
- 19.9 Grantee's Use of Information.** During inspection of the Property and at other times reasonably agreed upon by the Grantor, including preparation of the baseline documentation, Grantee may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the Property and may use such images and materials to promote the easement program and otherwise in support of its educational and charitable purposes, including reproduction in magazines, newsletters, or other publicly available publications.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal this _____ day of _____, 2023.

WITNESS

SOCIETY FOR THE PRESERVATION
OF NEW ENGLAND ANTIQUITIES
D.B.A. HISTORIC NEW ENGLAND

Vin Cipolla, President and CEO

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this ___ day of _____, 2023, before me, the undersigned notary public, personally appeared Vin Cipolla, President and CEO, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President and CEO of Historic New England, a corporation.

Notary Public

My commission expires:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal this _____ day of _____, 2023.

WITNESS

SOCIETY FOR THE PRESERVATION
OF NEW ENGLAND ANTIQUITIES
D.B.A. HISTORIC NEW ENGLAND

George F. Fiske, Jr., Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ___ day of _____, 2023, before me, the undersigned notary public, personally appeared George F. Fiske, Jr., Treasurer, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of Historic New England, a corporation.

Notary Public

My commission expires:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal this _____ day of _____, 2023.

WITNESS

GRANTOR

Thomas Kolterjahn as Trustee of the Kolterjahn Family Nominee Trust of 2002

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this ___ day of _____, 2023, before me, the undersigned notary public, personally appeared Thomas Kolterjahn, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal this _____ day of _____, 2023.

WITNESS

GRANTOR

Linda Kolterjahn as Trustee of the
Kolterjahn Family Nominee Trust of 2002

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this ___ day of _____, 2023, before me, the undersigned notary public, personally appeared Linda Kolterjahn, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**Daniel Plumer House
64 Federal Street
Newburyport, Massachusetts**

The undersigned Mayor of the City of Newburyport, Massachusetts hereby certifies that the foregoing Preservation Restrictions on the premises, with all improvements there, more particularly described in that certain deed recorded with the Southern Essex Registry of Deeds in Book 20544, Page 349, known as the Daniel Plumer House, so called, located at 64 Federal Street, Newburyport, Massachusetts and owned by Thomas and Linda Kolterjahn as Trustees of the Kolterjahn Family Nominee Trust of 2002 of Newburyport, Massachusetts have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

In approving these restrictions, the City of Newburyport assumes no responsibility, nor accepts any liability for enforcement.

Sean Reardon, Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this ___ day of _____, 2023, before me, the undersigned notary public, personally appeared Sean Reardon, Mayor, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Newburyport.

Notary Public

My commission expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**Daniel Plumer House
64 Federal Street
Newburyport, Massachusetts**

The undersigned Clerk of the City of Newburyport, Massachusetts, hereby certifies that the foregoing Preservation Restrictions granted by Thomas and Linda Kolterjahn as Trustees of the Kolterjahn Family Nominee Trust of 2002 to the Society for the Preservation of New England Antiquities D.B.A. Historic New England on the Daniel Plumer House located at 64 Federal Street, Newburyport, Massachusetts, consisting of approximately 0.067 acres of land, with all improvements thereon, more particularly described in that certain deed recorded with the Southern Essex Registry of Deeds in Book 20544, Page 349, have been approved by the City Council of the City of Newburyport by a vote of ____ in favor and ____ opposed at its regularly scheduled meeting that was held on _____, _____, 2023, pursuant to Massachusetts General Laws, Chapter 184, Section 32.

In approving these restrictions, the City of Newburyport assumes no responsibility, nor any liability for enforcement.

Richard Burke Jones
City Clerk
City of Newburyport

COMMONWEALTH OF MASSACHUSETTS
County of Essex, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Richard Burke Jones, City Clerk, City of Newburyport, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as City Clerk of the City of Newburyport.

Notary Public

My commission expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**DANIEL PLUMER HOUSE
64 FEDERAL STREET
NEWBURYPORT, MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing preservation restrictions on the Daniel Plumer House located at 64 Federal Street, Newburyport, Massachusetts, have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Brona Simon, Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ___ day of _____, 2023, before me, the undersigned notary public, personally appeared Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Executive Director and Clerk for the Massachusetts Historical Commission.

Notary Public

My commission expires:

EXHIBIT A

DESCRIPTIONS OF PREMISES

A certain tract or parcel of land, with any improvements thereon situate in the City of Newburyport, Essex County, Commonwealth of Massachusetts, more particularly bounded and described as follows:

Commencing at the Easterly comer thereof on Federal Street by land now or formerly of Hatch; thence running

- | | |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOUTHWESTERLY | by said Federal Street, 42 feet, 9 inches to Temple Street; thence |
| NORTHWESTERLY | by said Temple Street, 47 feet, 4 inches to an angle; thence continuing |
| NORTHWESTERLY | by said Temple Street, 34 feet, 11 inches to a division fence |
| NORTHEASTERLY | by land now or formerly of Mary E. Stickney; thence |
| SOUTHEASTERLY | by said division fence and the last mentioned land, 32 feet to land now or formerly of Hatch aforesaid; thence |
| NORTHEASTERLY | by said land of Hatch 28 feet, 2 inches to a comer; thence |
| SOUTHEASTERLY | by said land of Hatch 9 feet, 3 inches to a comer; and Thence again by said land of Hatch, 42 feet, 7 inches, to Federal Street and the point of beginning. |

Containing three thousand fifty (3,050) square feet of land more or less. Meaning and intending to describe the same premises conveyed to The Kolterjahn Family Nominee Trust of 2002 by deed of Thomas W. Kolterjahn and Linda S. Kolterjahn, dated April 8, 2003 and recorded in the Essex South District Registry of Deeds at Book 20544, Page 349.

EXHIBIT A-1

MORTGAGES

Premises is subject to a certain Mortgage dated June 4, 2014 and recorded at the Essex South Registry of Deeds, on June 9, 2014 at Book 33328, page 381. The holder of this Mortgage, Newburyport Institution for Savings, has subordinated its interest to this agreement through a subordination and assent agreement, dated November 30, 2022, which is attached as Exhibit E.

EXHIBIT B

PHOTOGRAPHER'S AFFIDAVIT

Andrew Barr, being first duly sworn, states on oath as follows:

1. This affidavit is attached to a set of fifty-three (53) photographs printed from original 4x5 negatives developed from the film exposed by me on October 20, 21, and 22, 2021. Each photograph bears a letter-number symbol in the lower left hand corner on the reverse side, Historic New England negative numbers 56751-A to 56803-A.
2. Each such exposure was made with a Walker Titan XL 4 x 5 technical camera with no filter, using Ilford HP5 400 film at normal exposure and shutter speed settings.
3. Each such negative was developed by William Harting of Plymouth, MA in a normal manner without manipulation. No negative was created by more than one exposure and each such negative was delivered to Historic New England for permanent safekeeping.
4. Manufacturers' specifications and recommendations were followed with respect to all photographic materials used, with respect to film exposure, negative developing, photograph printing, and with respect to the care and maintenance of all such materials and final products.

FURTHER AFFIANT SAYETH NOT.

2-11-22
Date

Andrew Barr
Andrew Barr

On this 11 day of Feb., 2022, before me, the undersigned notary public, personally appeared Andrew Barr, proved to me through satisfactory evidence of identification, which were a drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Cheryl A. Brownell
Notary Public

My commission expires: 12/15/2028



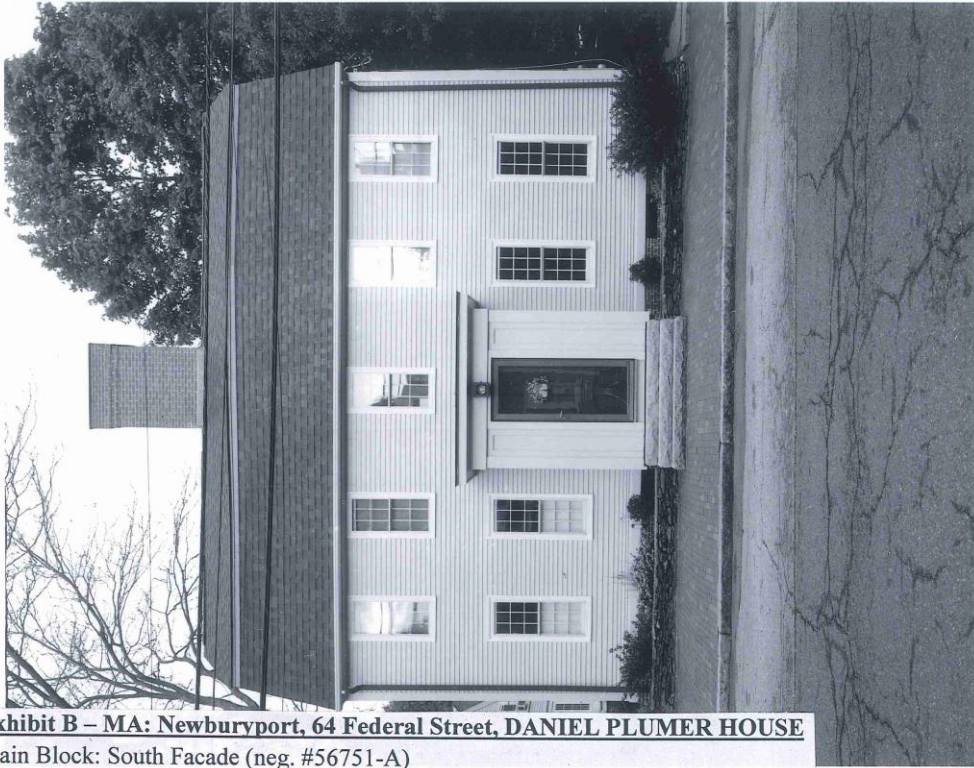


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Facade (neg. #56751-A)

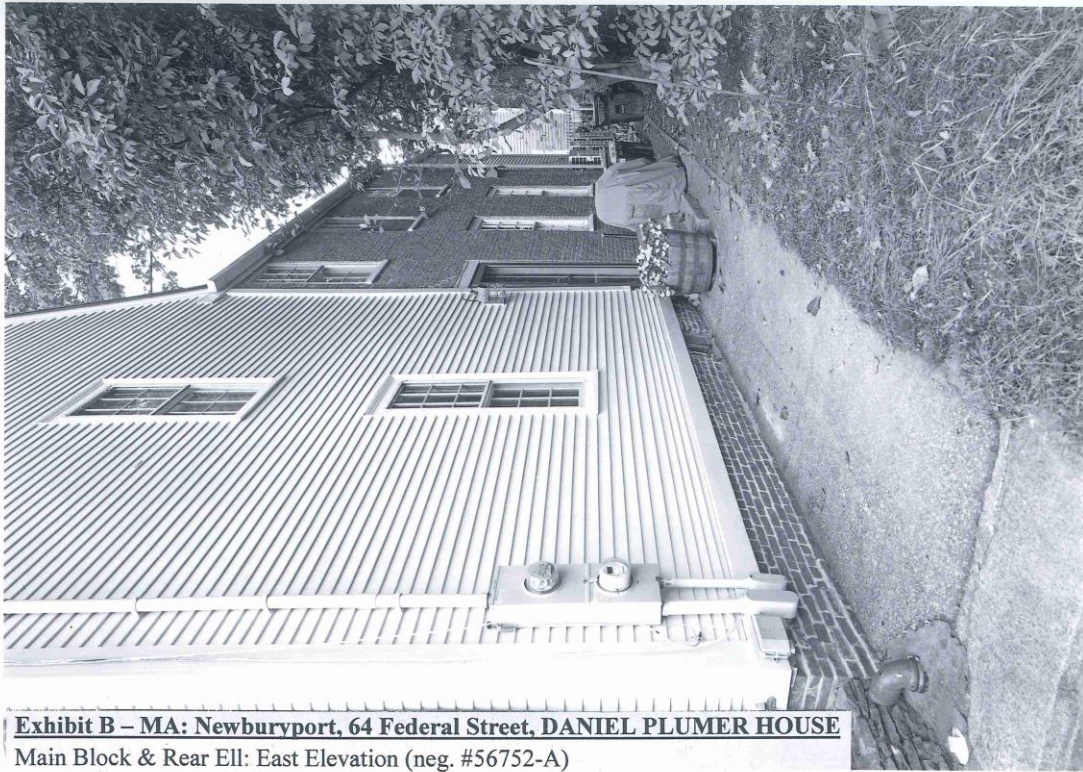


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block & Rear Ell: East Elevation (neg. #56752-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: East Elevation (neg. #56753-A)

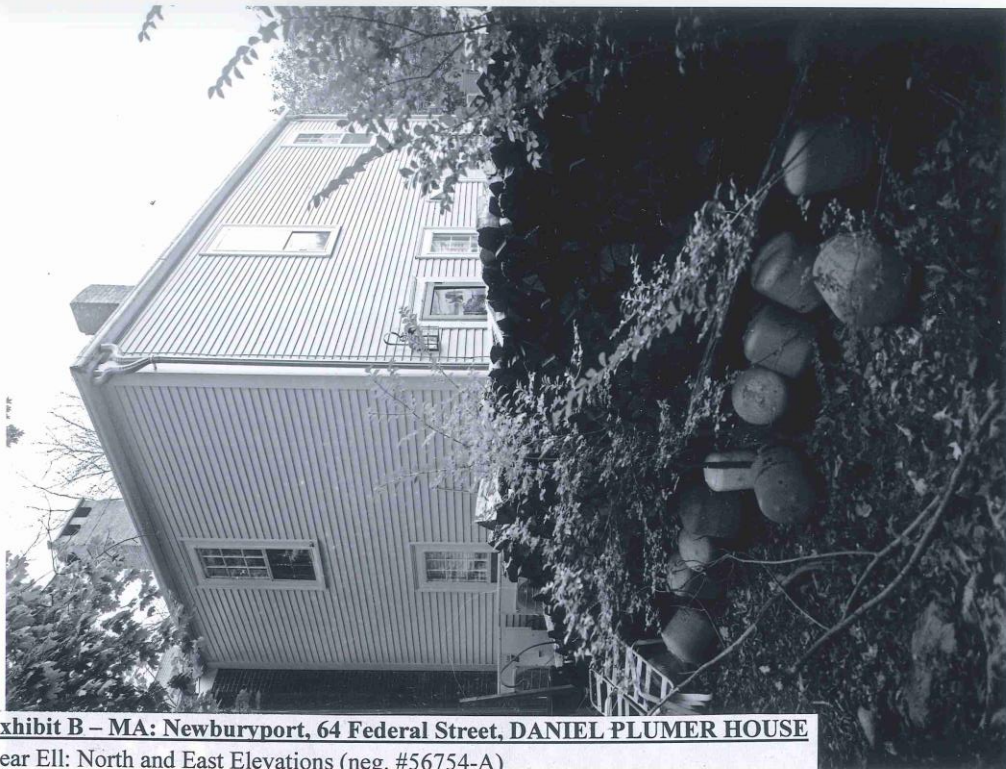


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: North and East Elevations (neg. #56754-A)

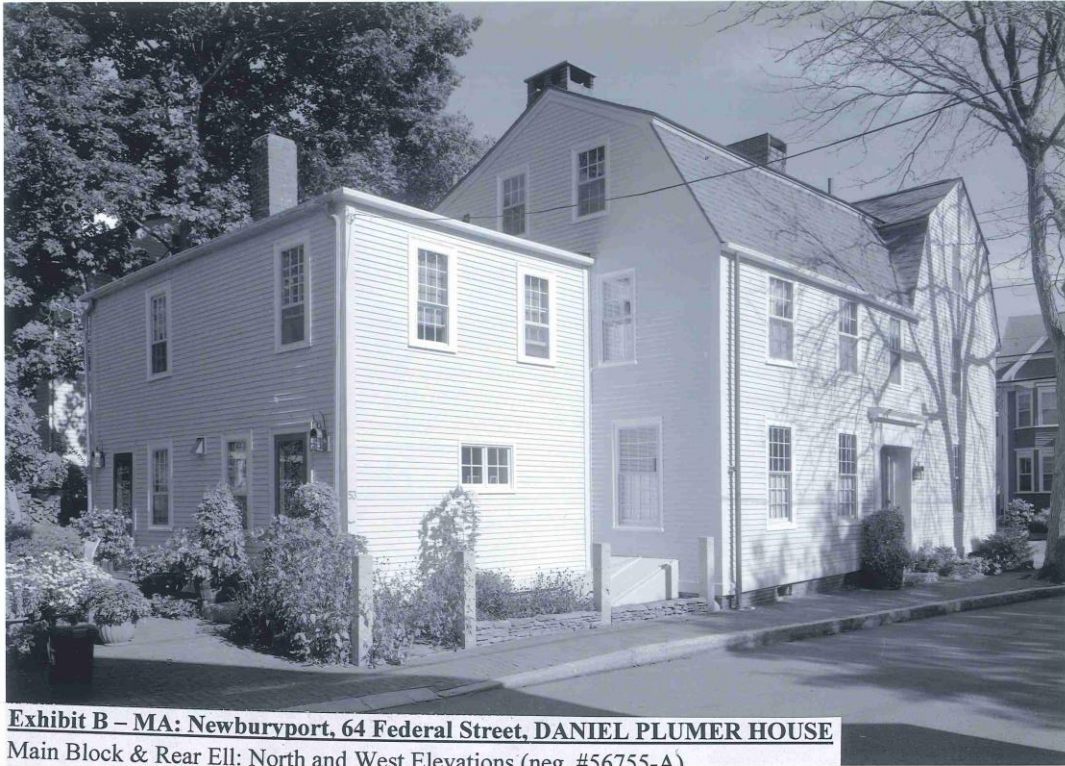


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block & Rear Ell: North and West Elevations (neg. #56755-A)

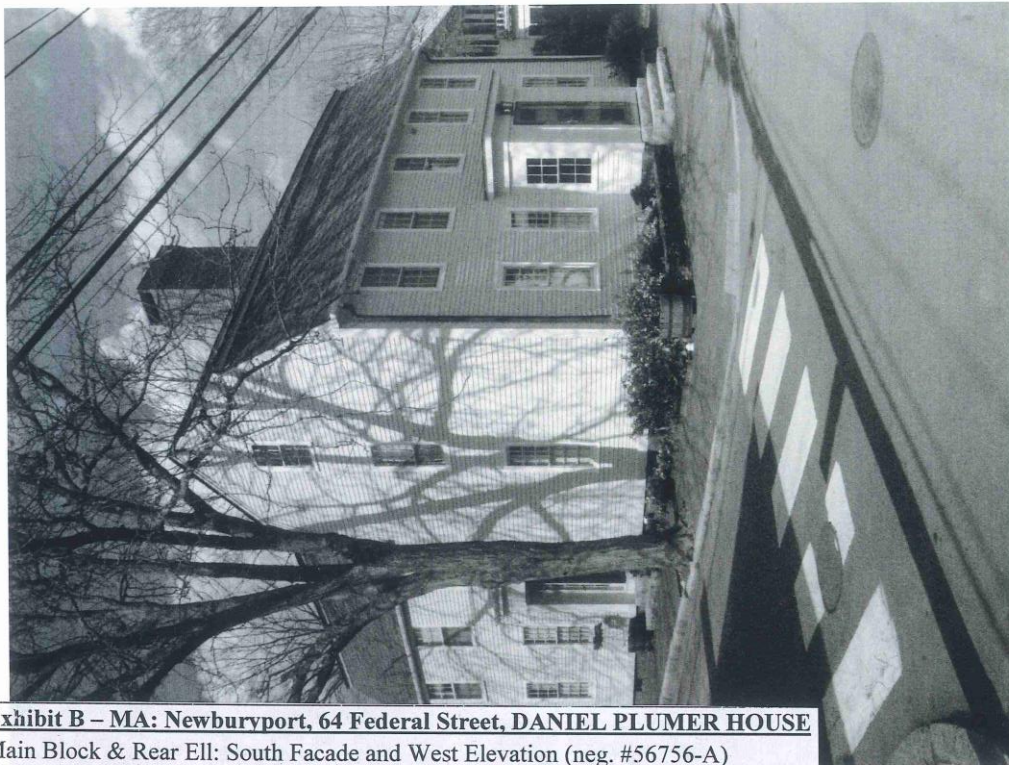


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block & Rear Ell: South Facade and West Elevation (neg. #56756-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Entry Hall – Looking Northwest (neg. #56757-A)

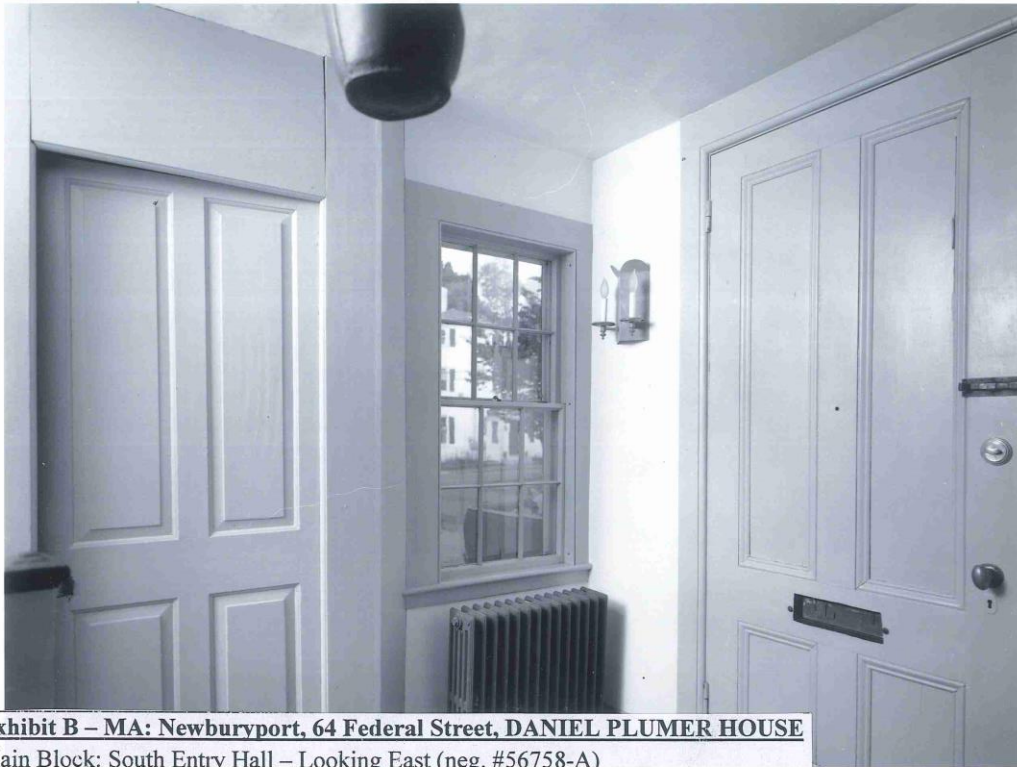


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Entry Hall – Looking East (neg. #56758-A)

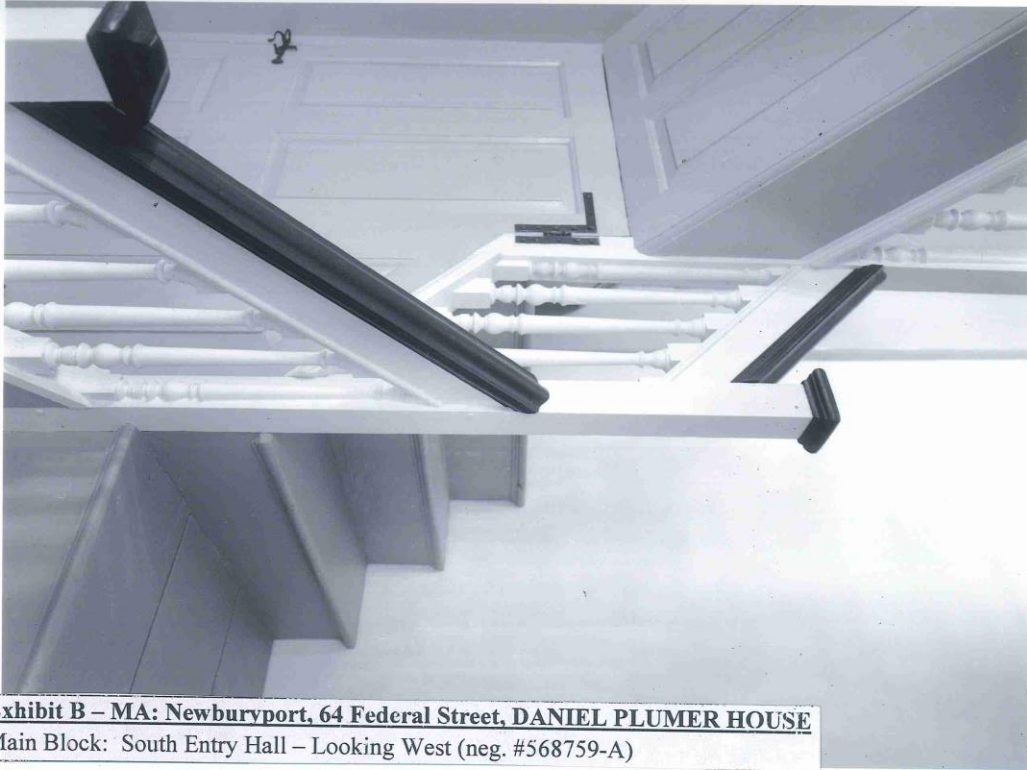


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Entry Hall – Looking West (neg. #568759-A)

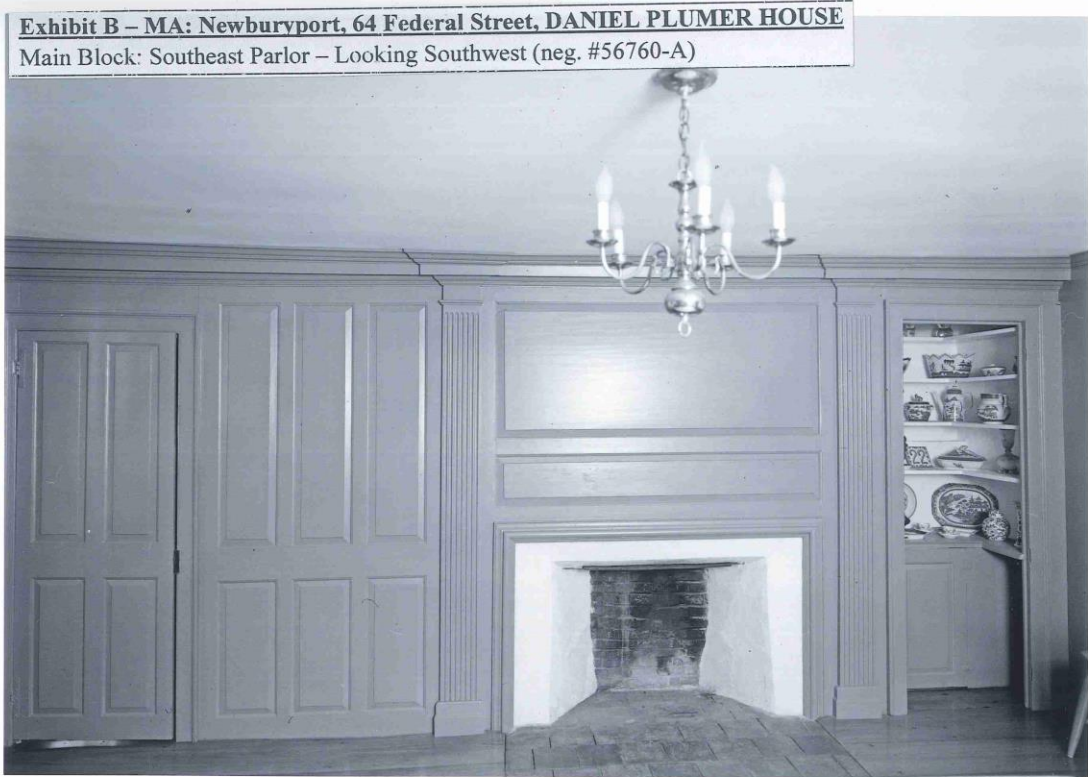


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southeast Parlor – Looking Southwest (neg. #56760-A)



Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southeast Parlor -- Looking East (neg. #56761-A)

Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southeast Parlor -- Looking North (neg. #56762-A)



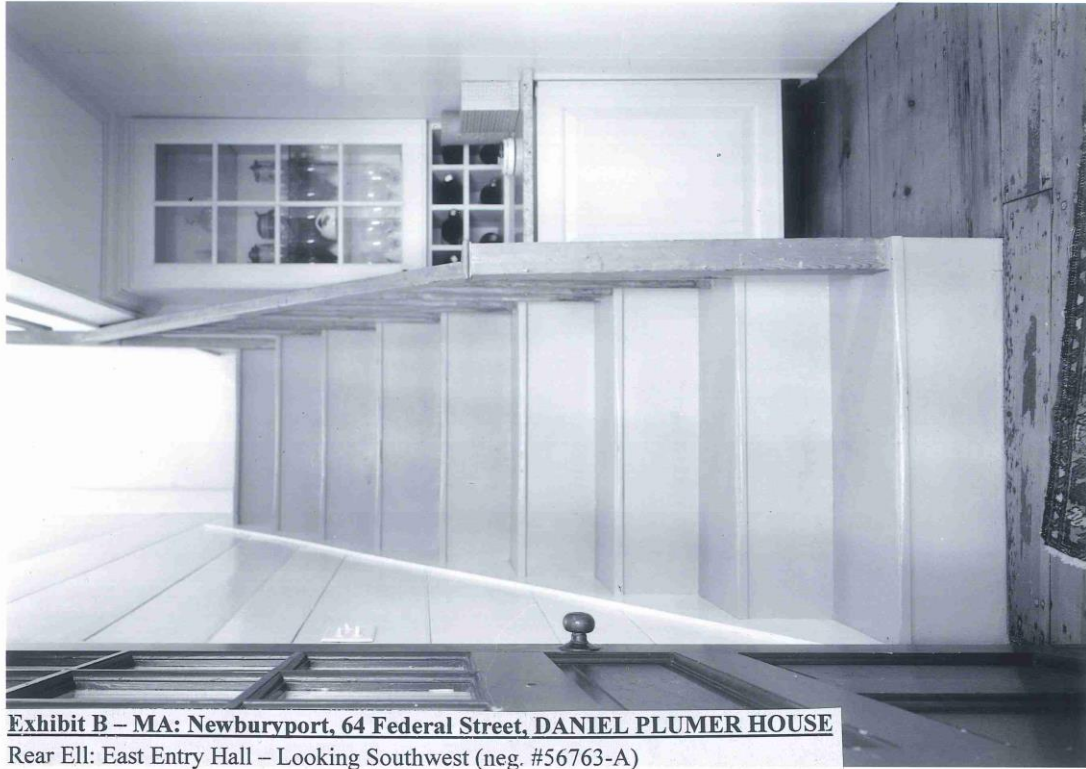


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: East Entry Hall – Looking Southwest (neg. #56763-A)

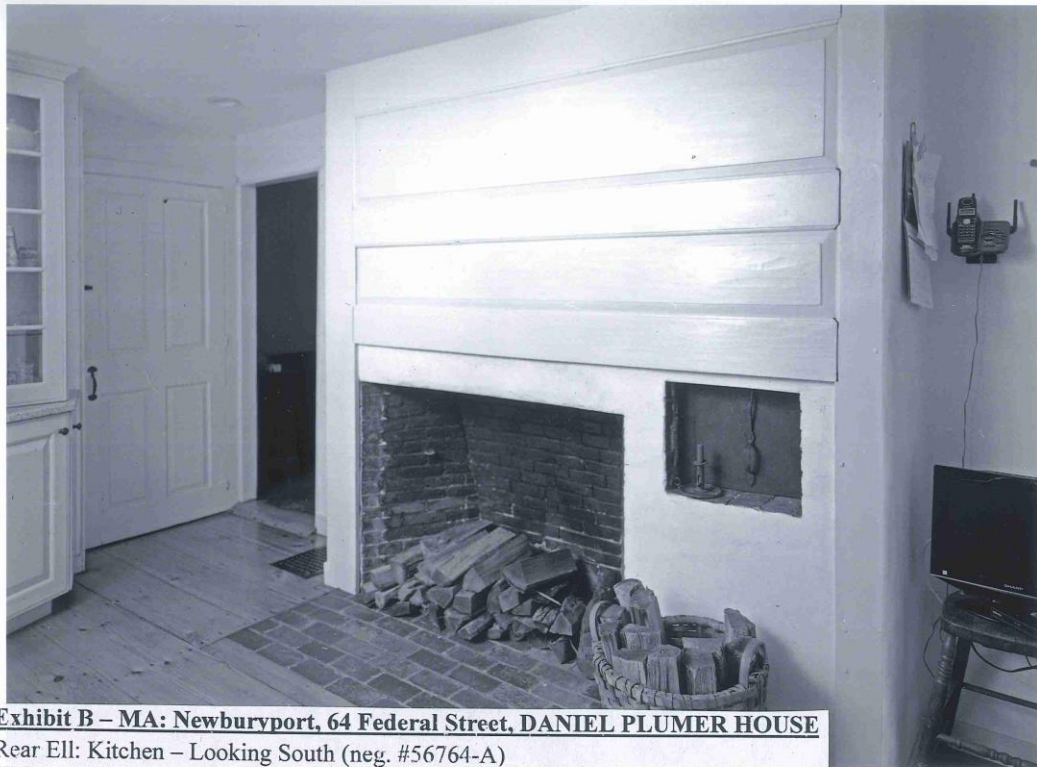


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Kitchen – Looking South (neg. #56764-A)

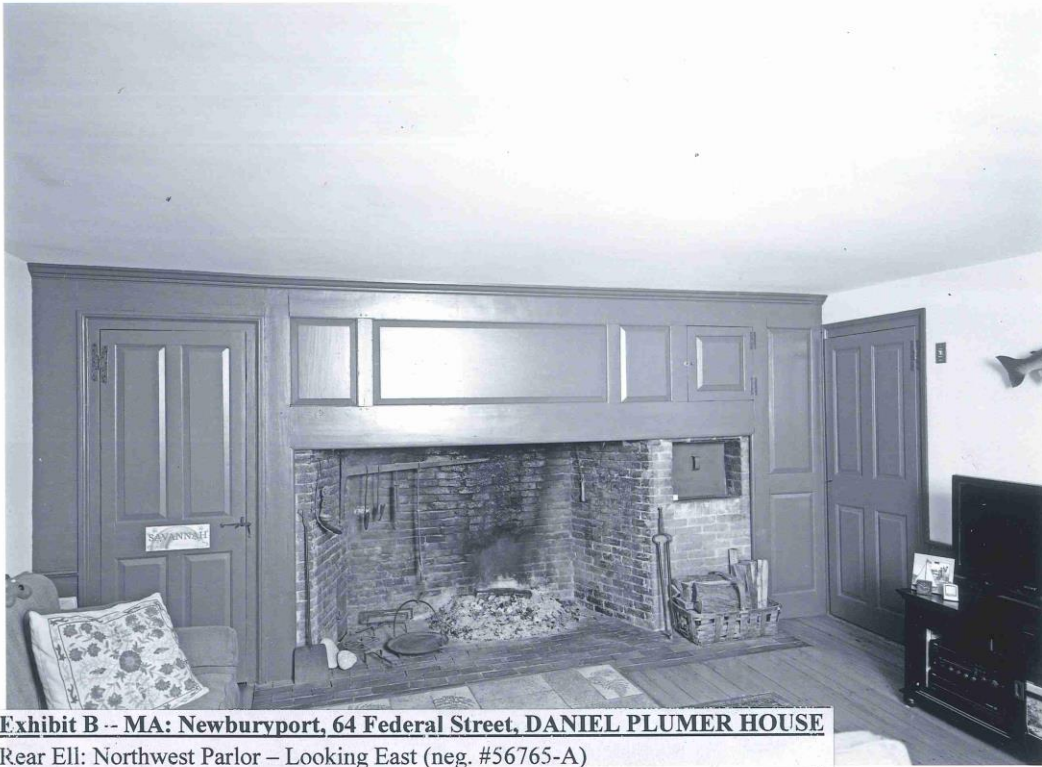


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northwest Parlor – Looking East (neg. #56765-A)

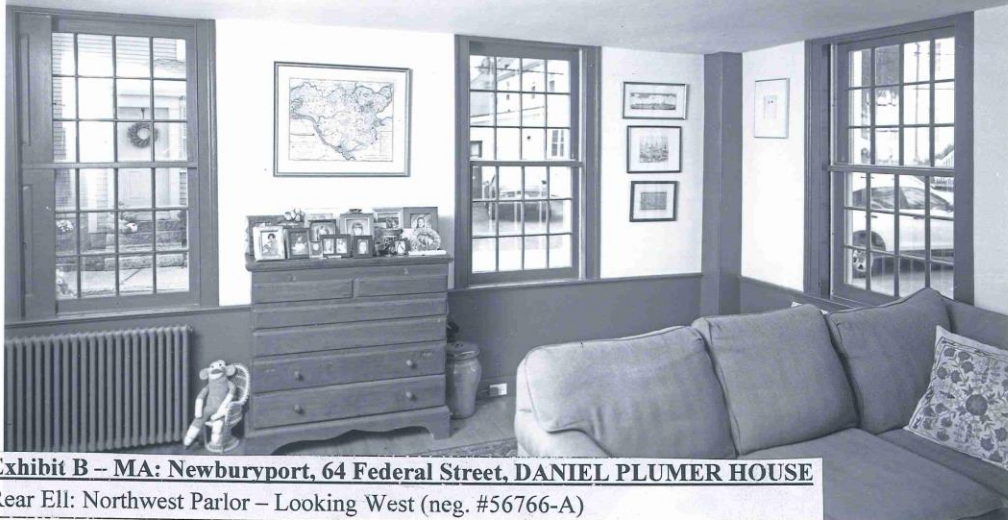


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northwest Parlor – Looking West (neg. #56766-A)

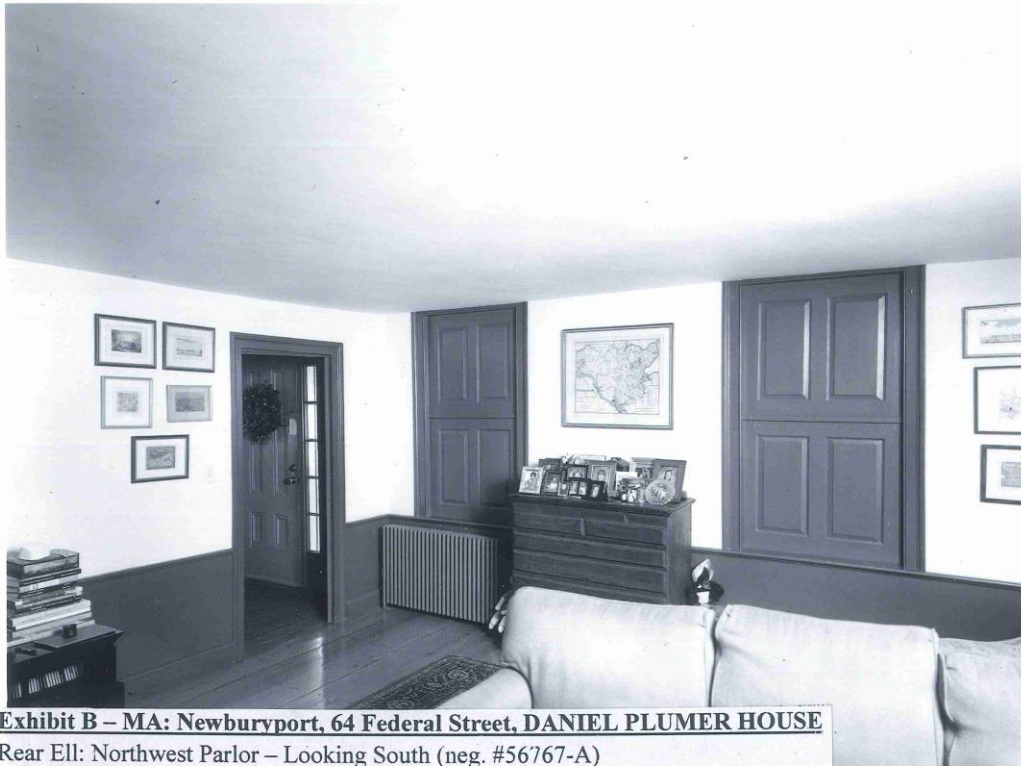


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northwest Parlor – Looking South (neg. #56767-A)

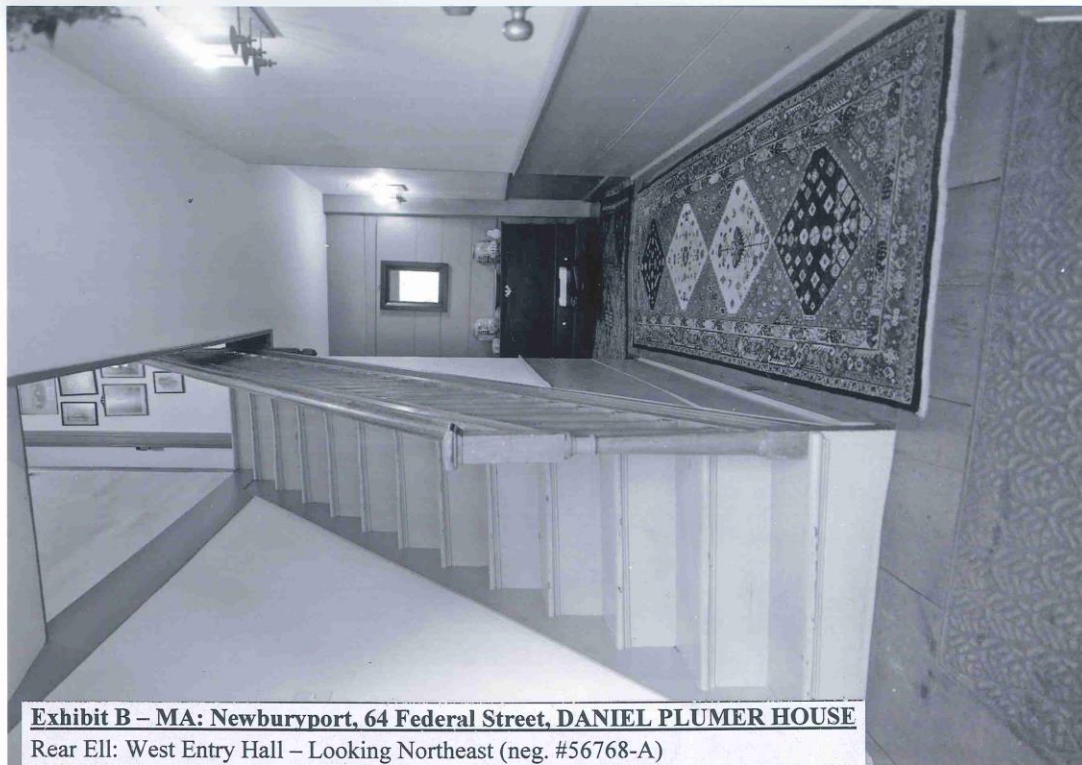


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Entry Hall – Looking Northeast (neg. #56768-A)

Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Entry Hall – Looking East (neg. #56769-A)

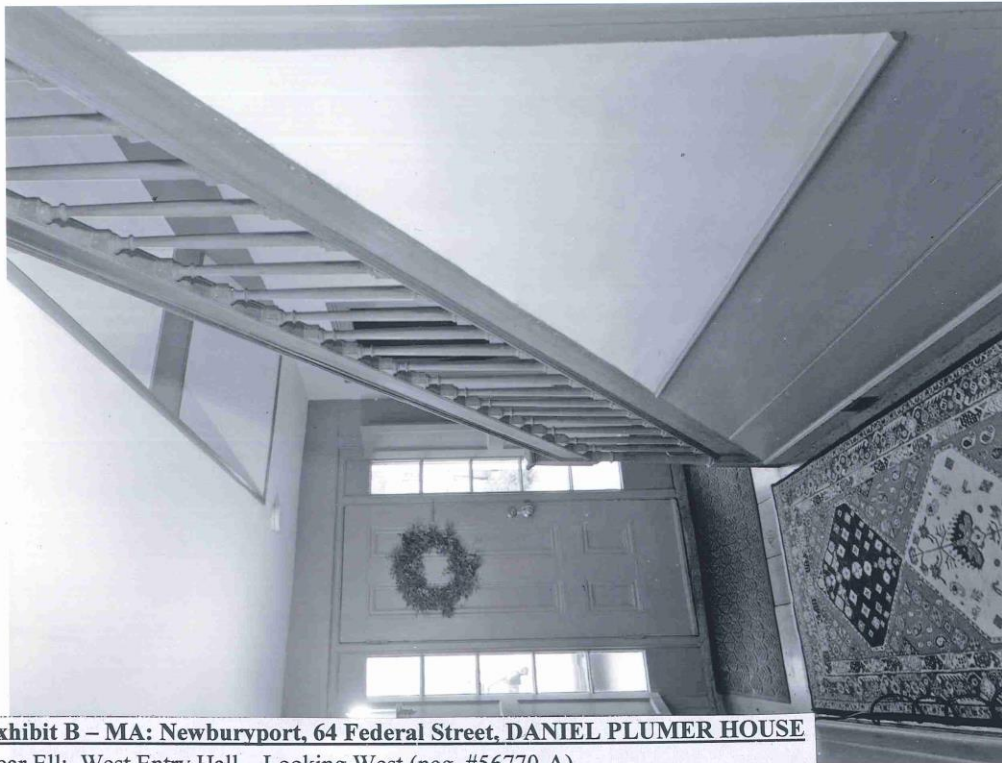
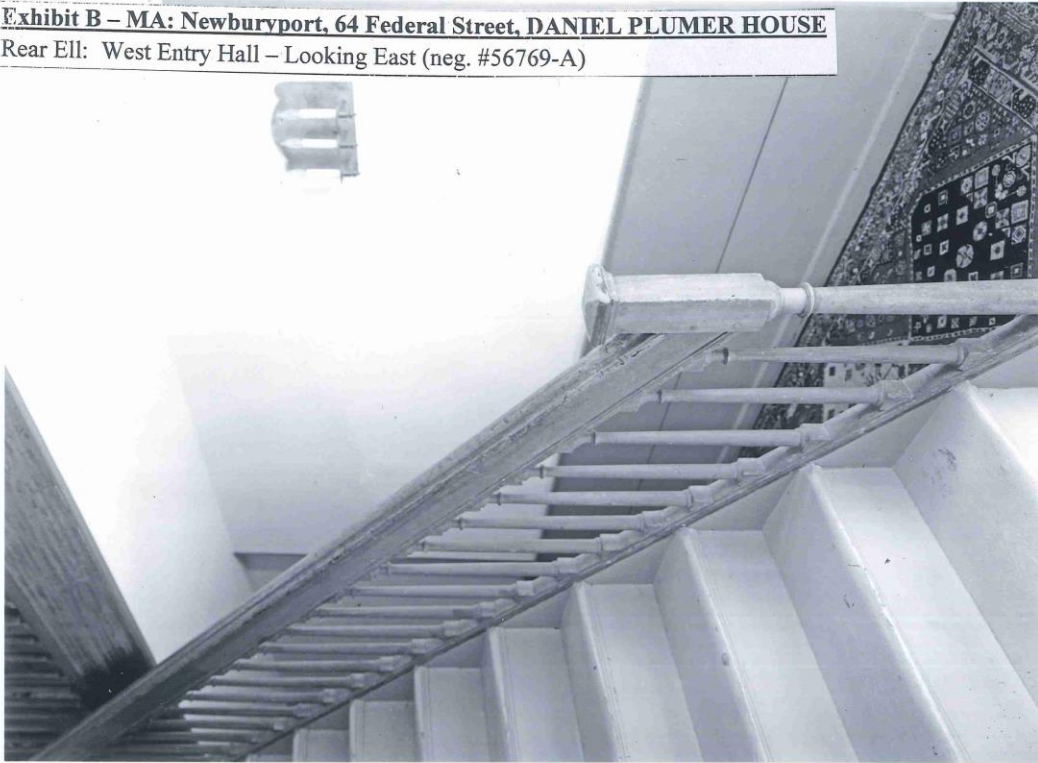


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Entry Hall – Looking West (neg. #56770-A)

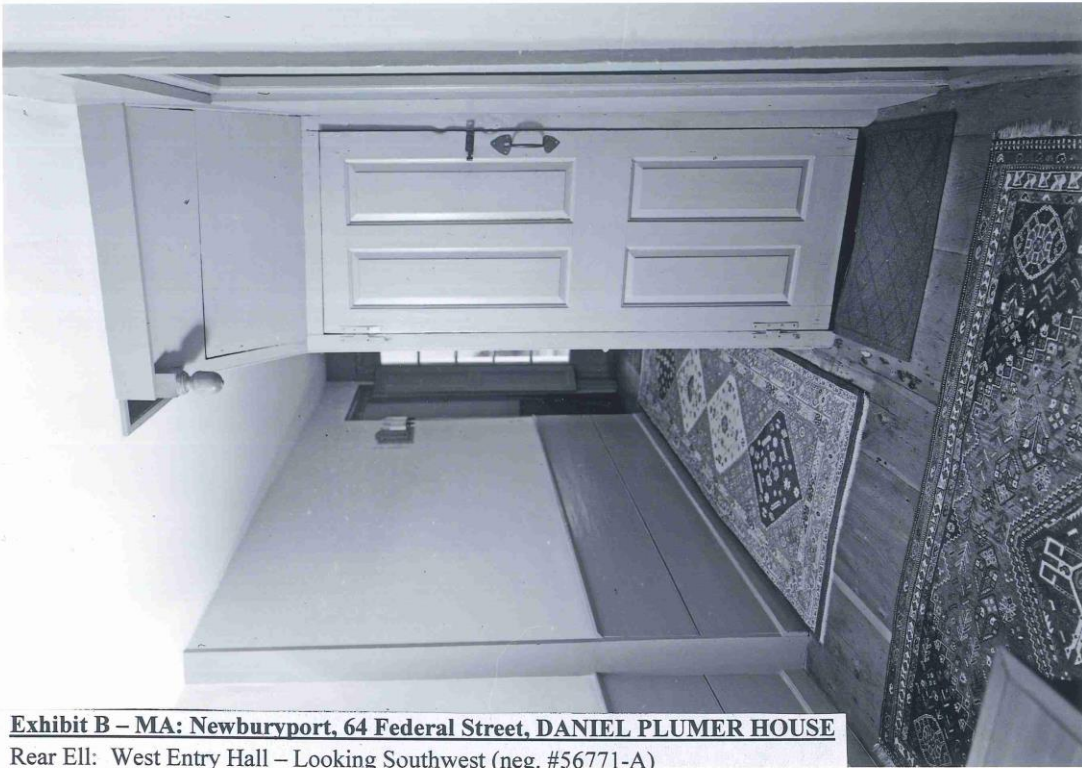


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Entry Hall – Looking Southwest (neg. #56771-A)

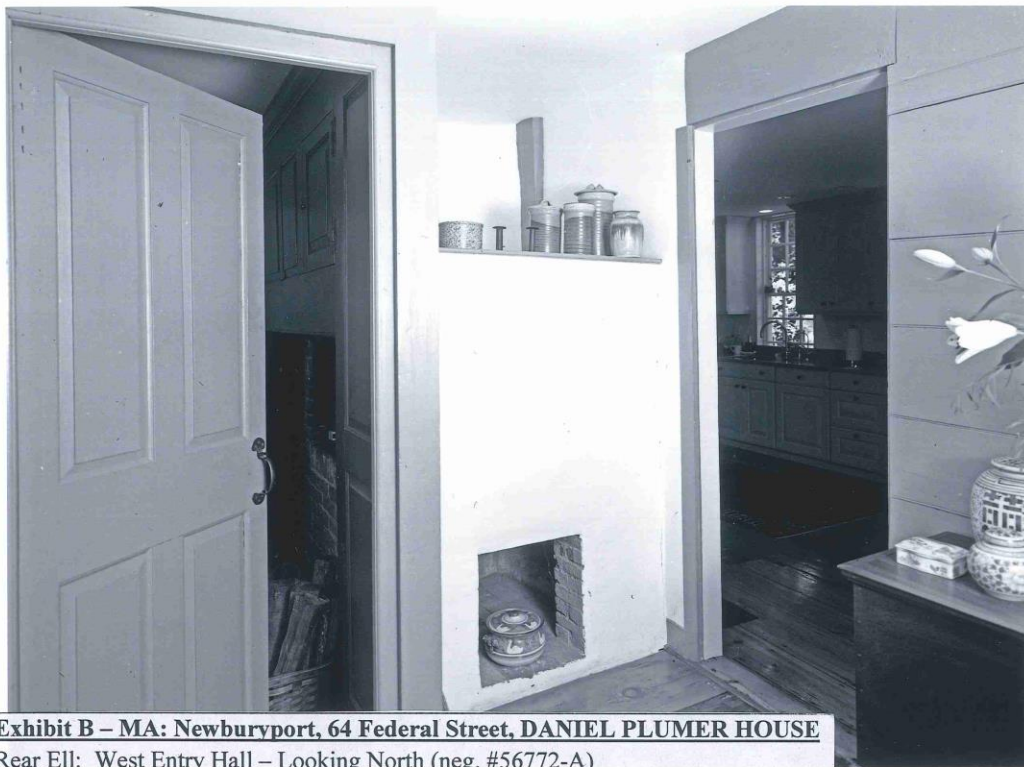


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Entry Hall – Looking North (neg. #56772-A)

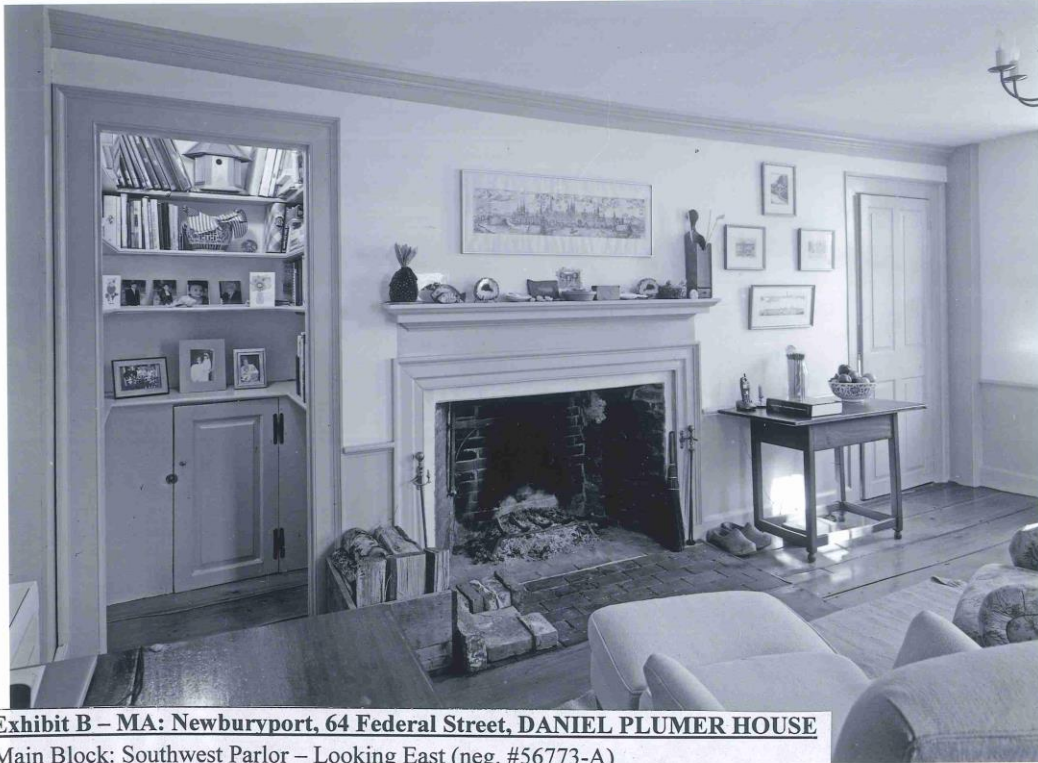


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Parlor – Looking East (neg. #56773-A)

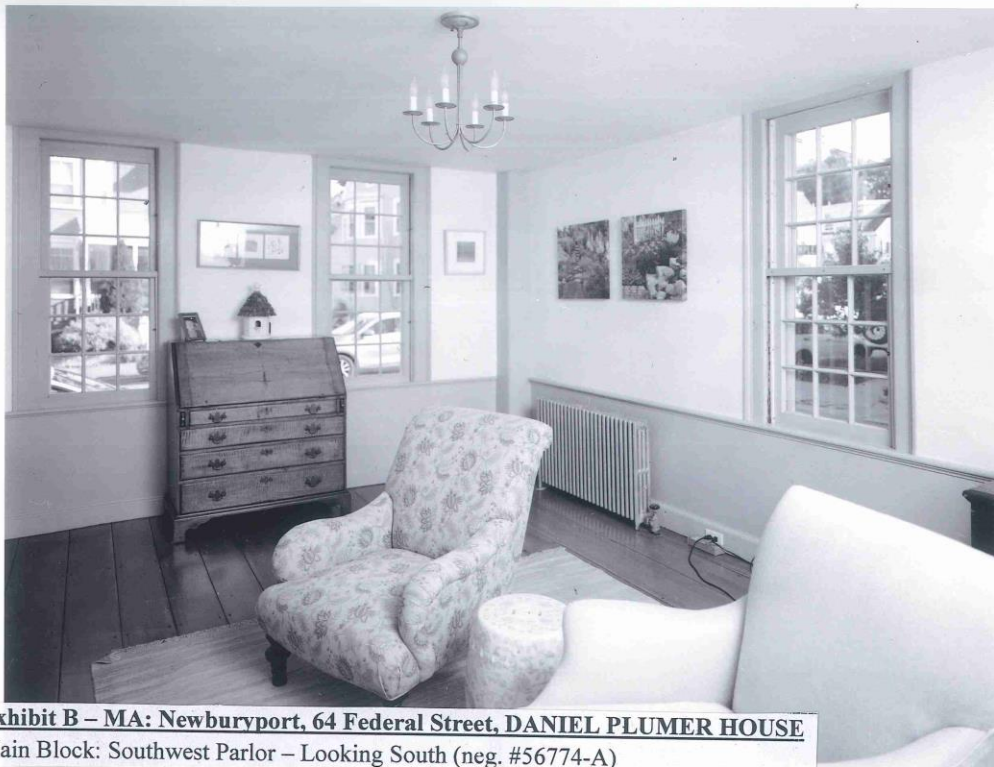


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Parlor – Looking South (neg. #56774-A)

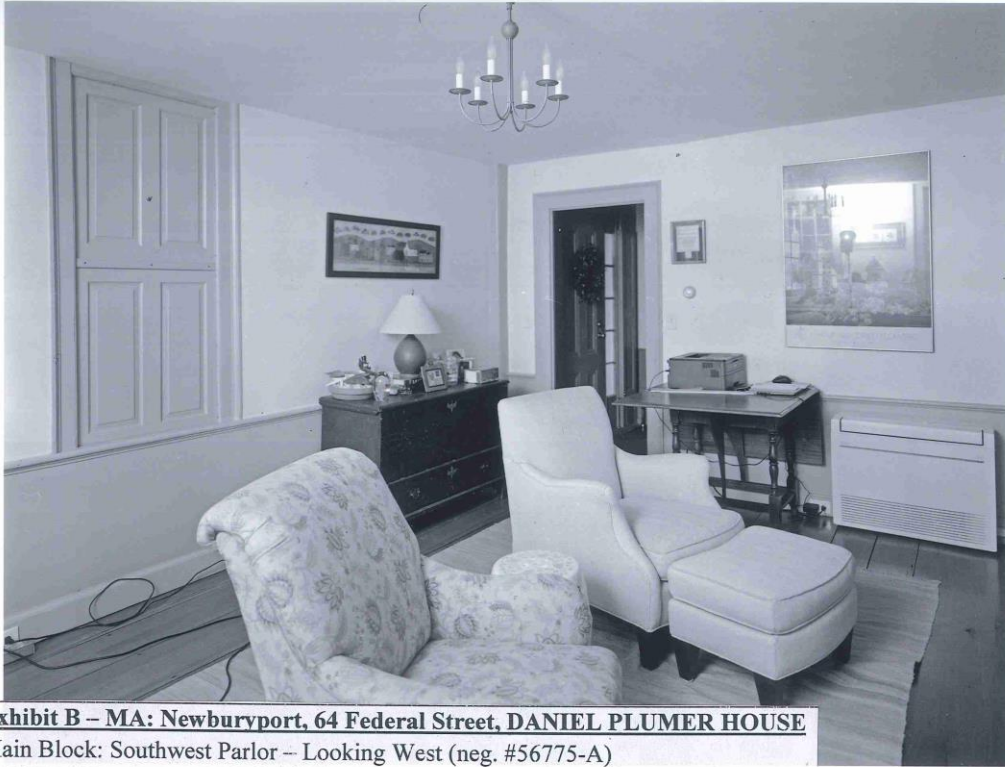


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Parlor – Looking West (neg. #56775-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Stairhall – Looking North (neg. #56776-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Stairhall – Looking West (neg. #56777-A)

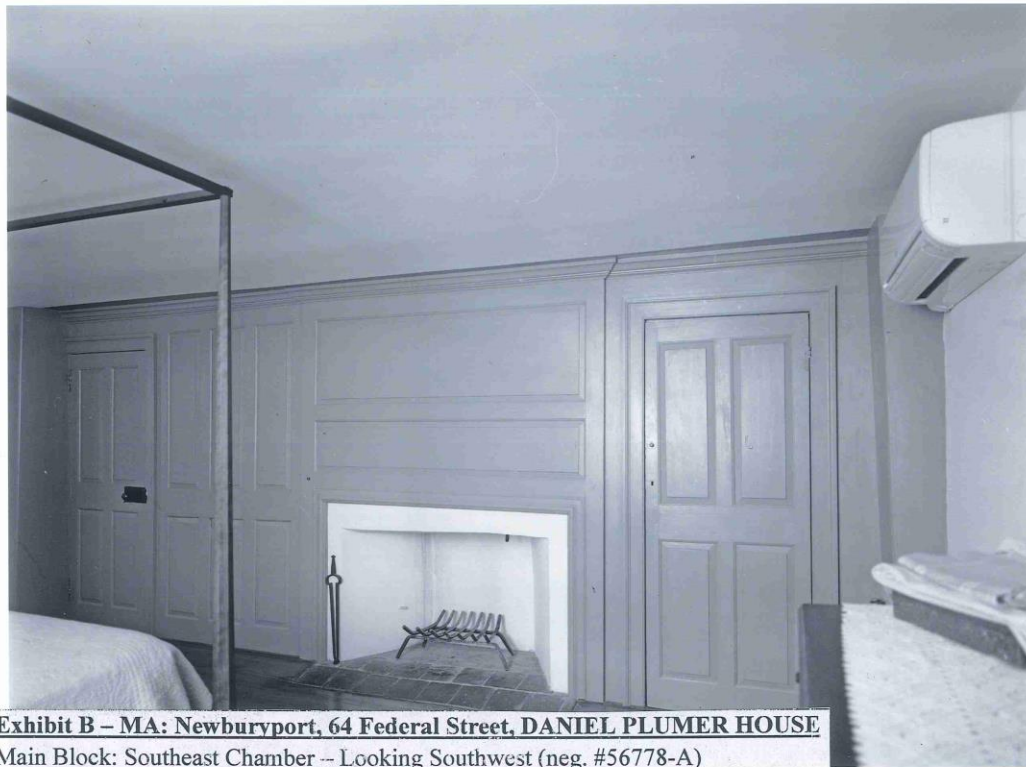


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southeast Chamber -- Looking Southwest (neg. #56778-A)

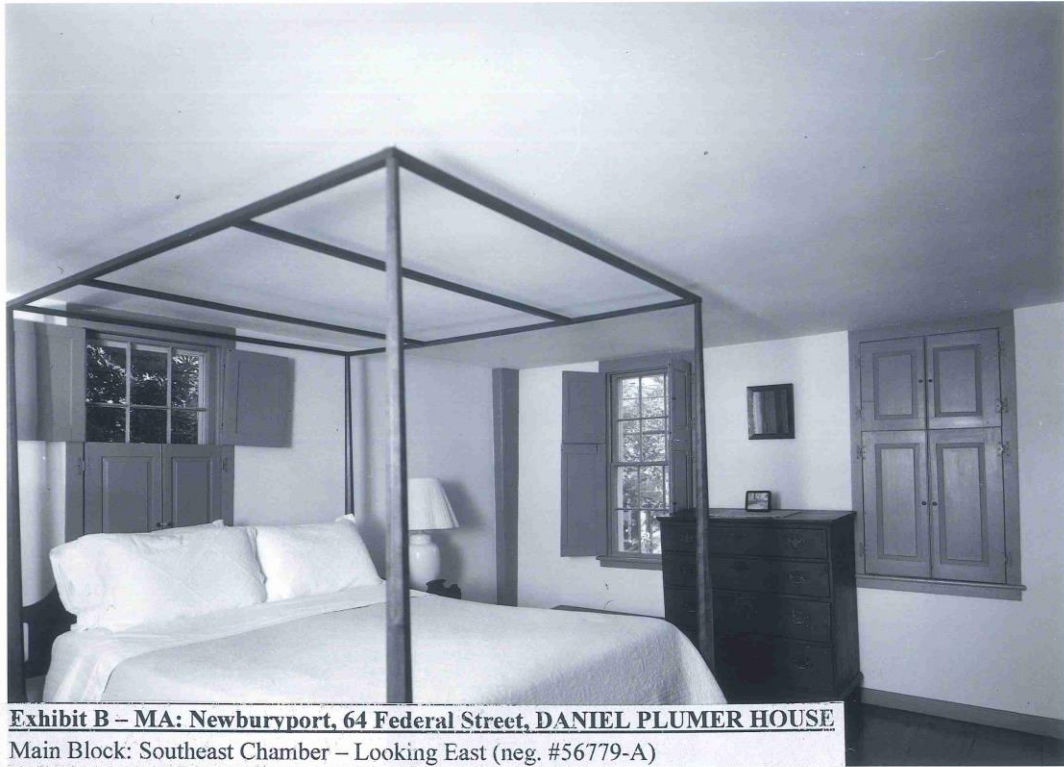


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southeast Chamber – Looking East (neg. #56779-A)

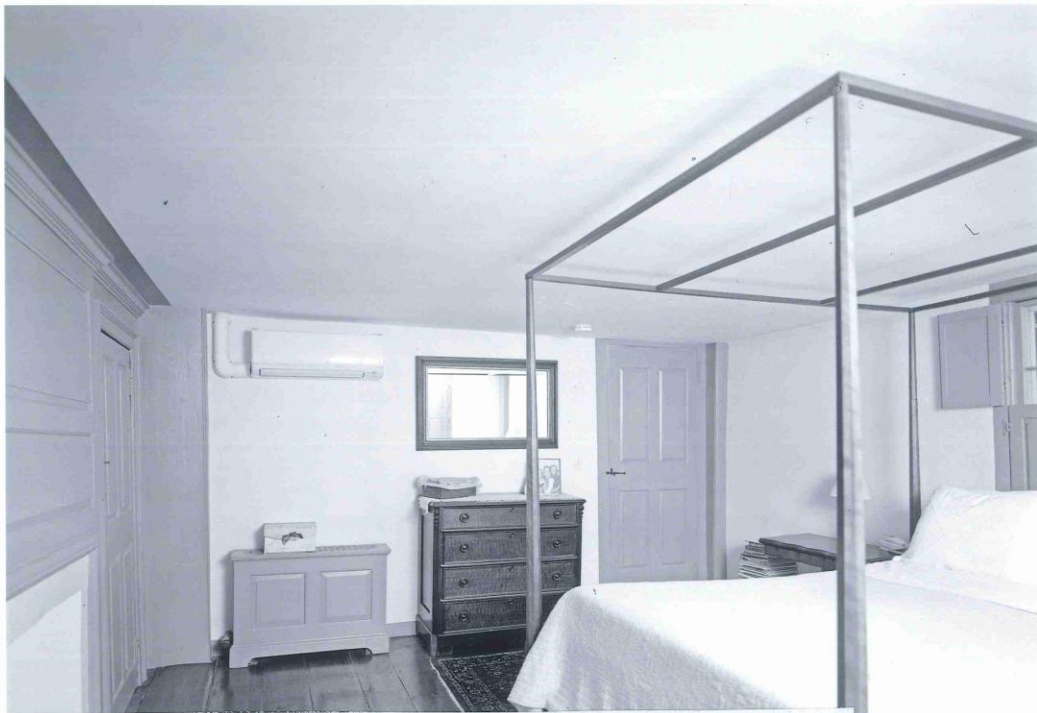


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southeast Chamber – Looking North (neg. #56780-A)

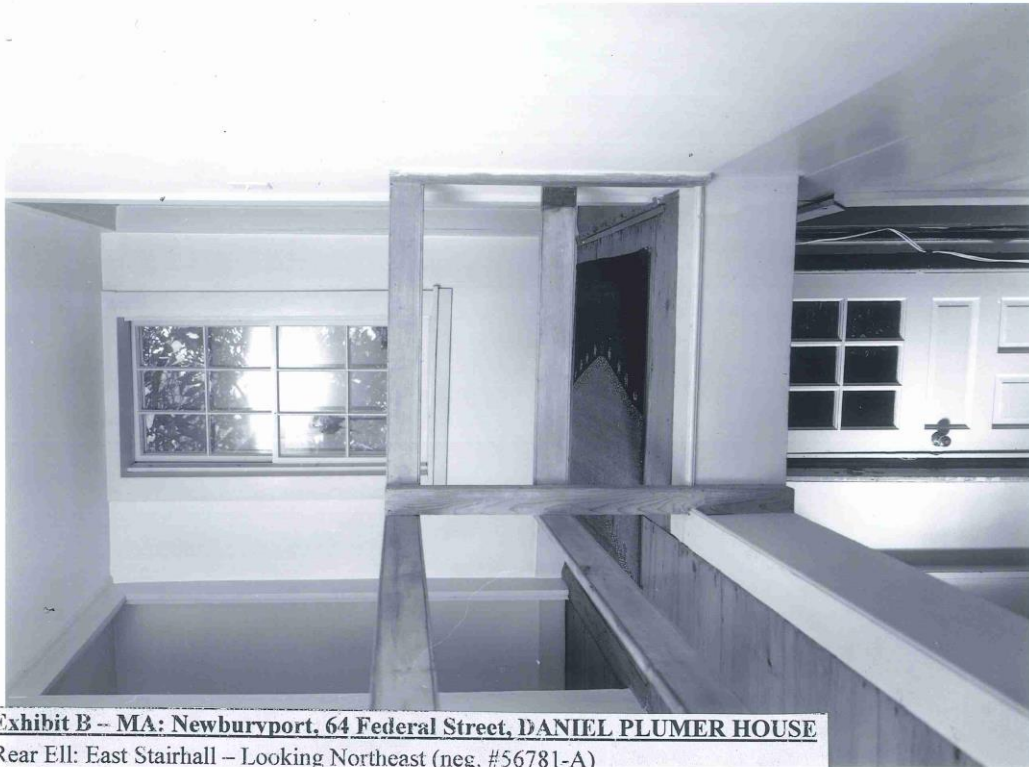


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: East Stairhall -- Looking Northeast (neg. #56781-A)

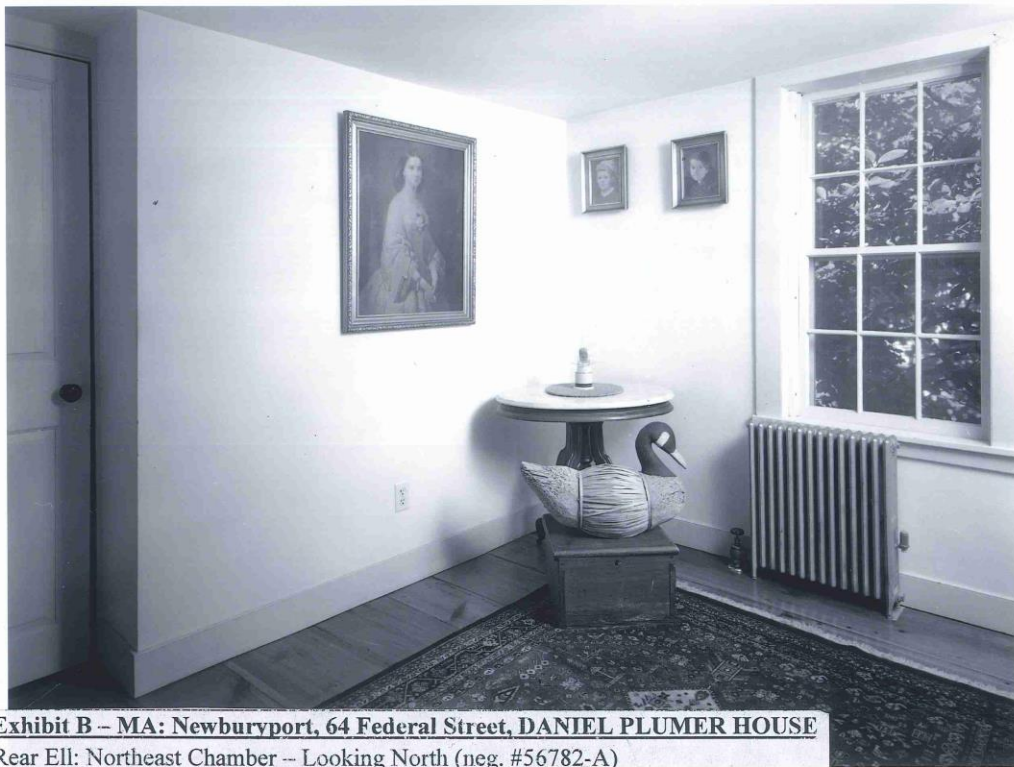


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northeast Chamber -- Looking North (neg. #56782-A)

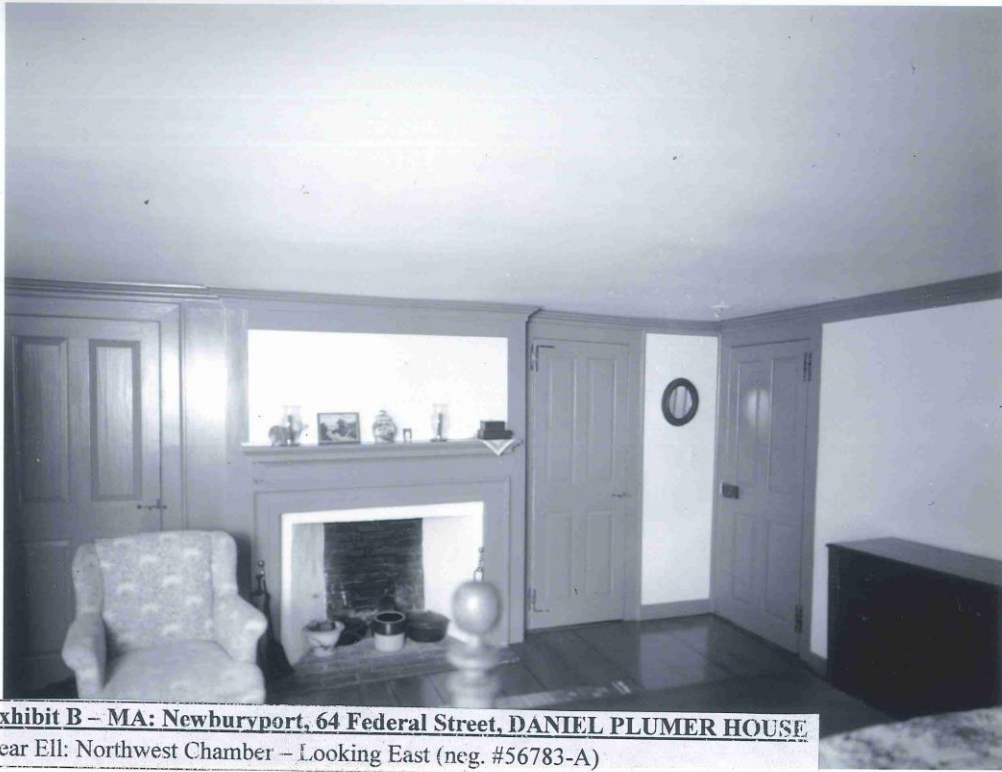


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northwest Chamber – Looking East (neg. #56783-A)

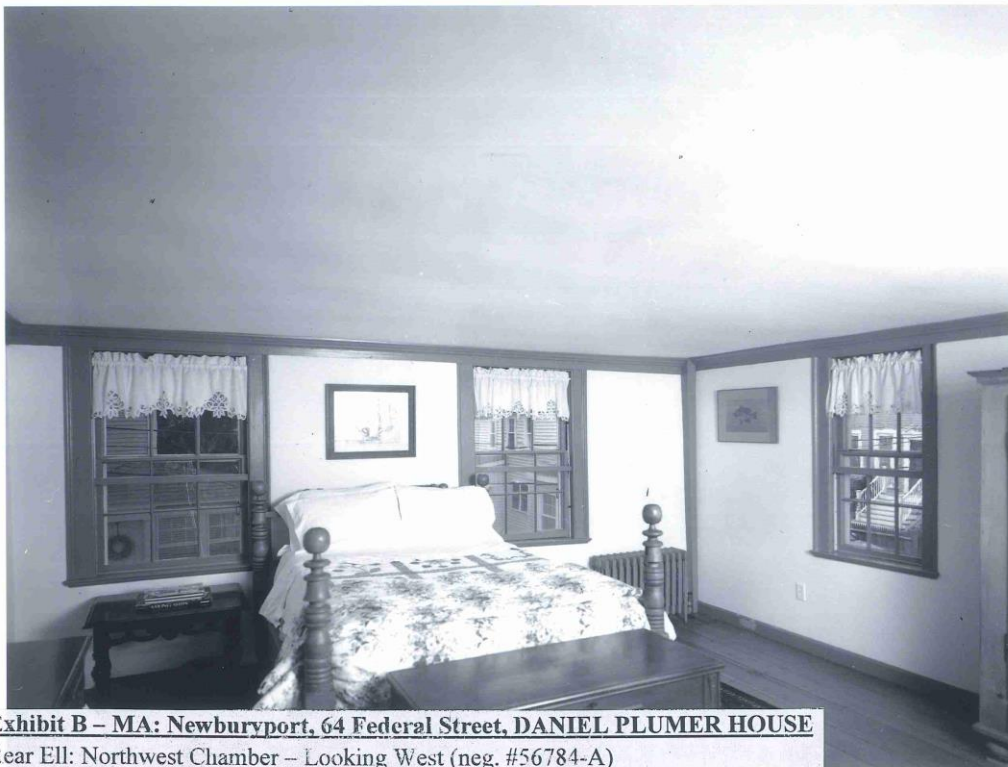


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northwest Chamber – Looking West (neg. #56784-A)

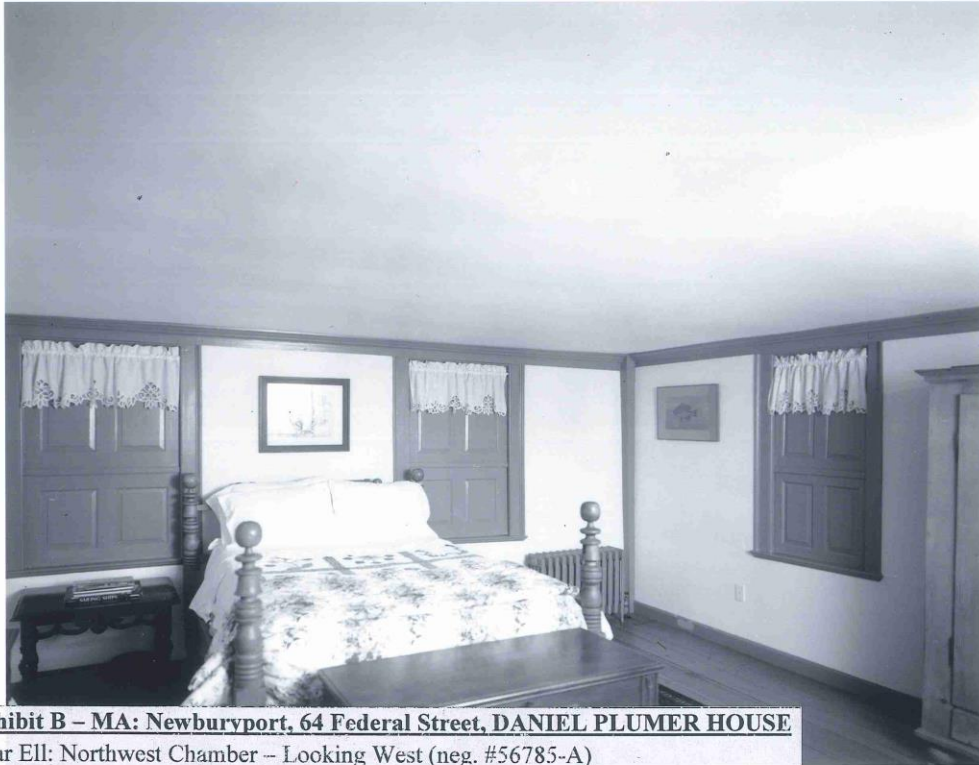


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Northwest Chamber – Looking West (neg. #56785-A)

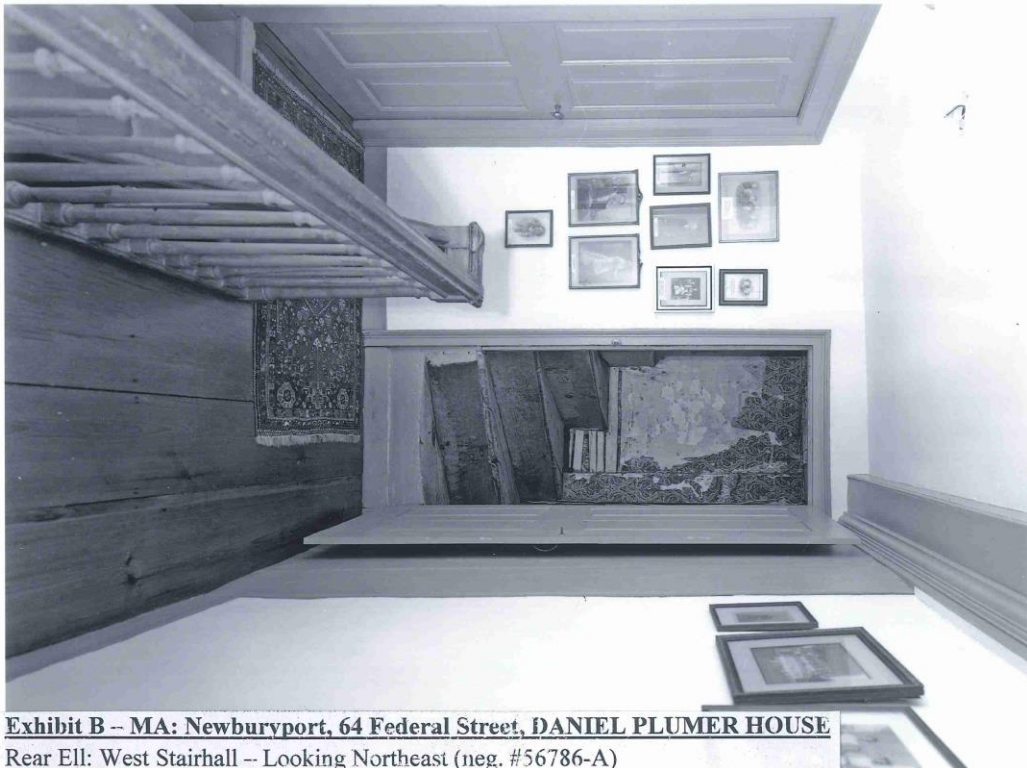


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Stairhall – Looking Northeast (neg. #56786-A)

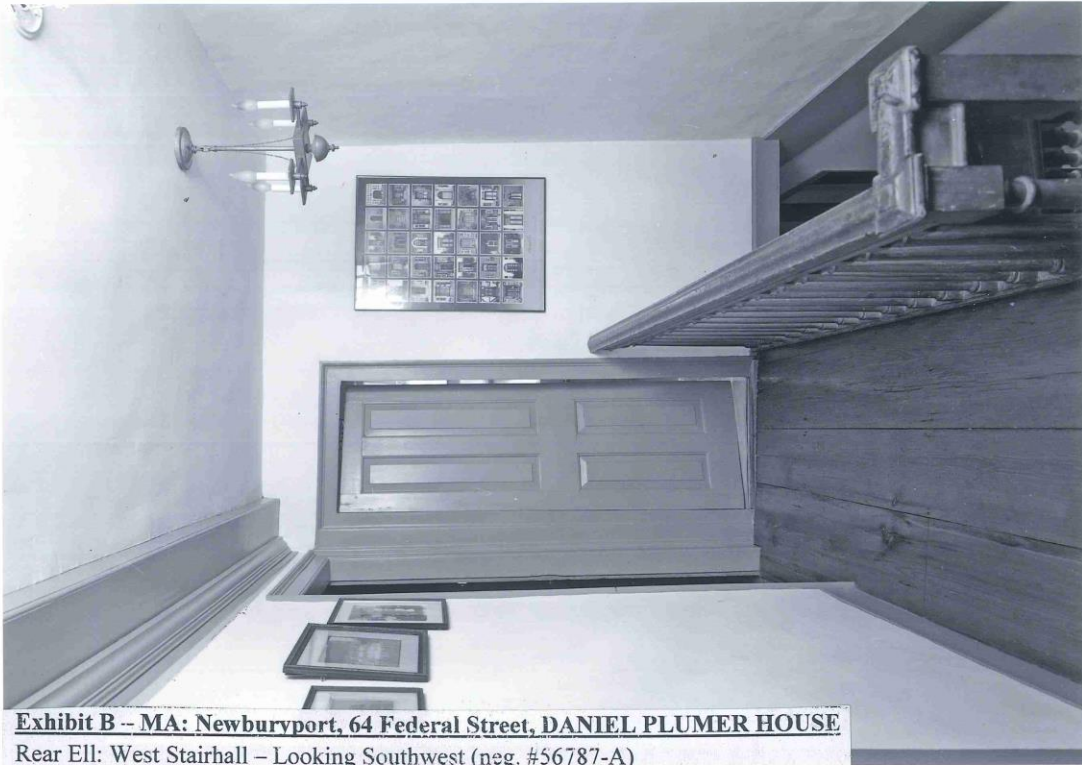


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: West Stairhall -- Looking Southwest (neg. #56787-A)

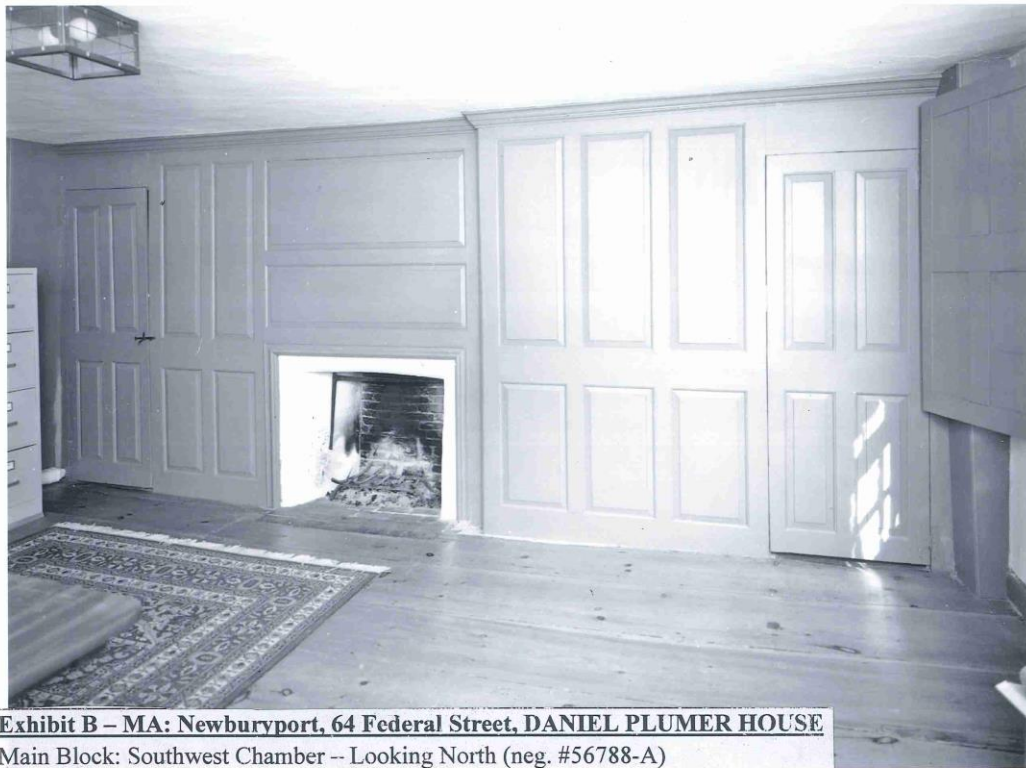


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Chamber -- Looking North (neg. #56788-A)

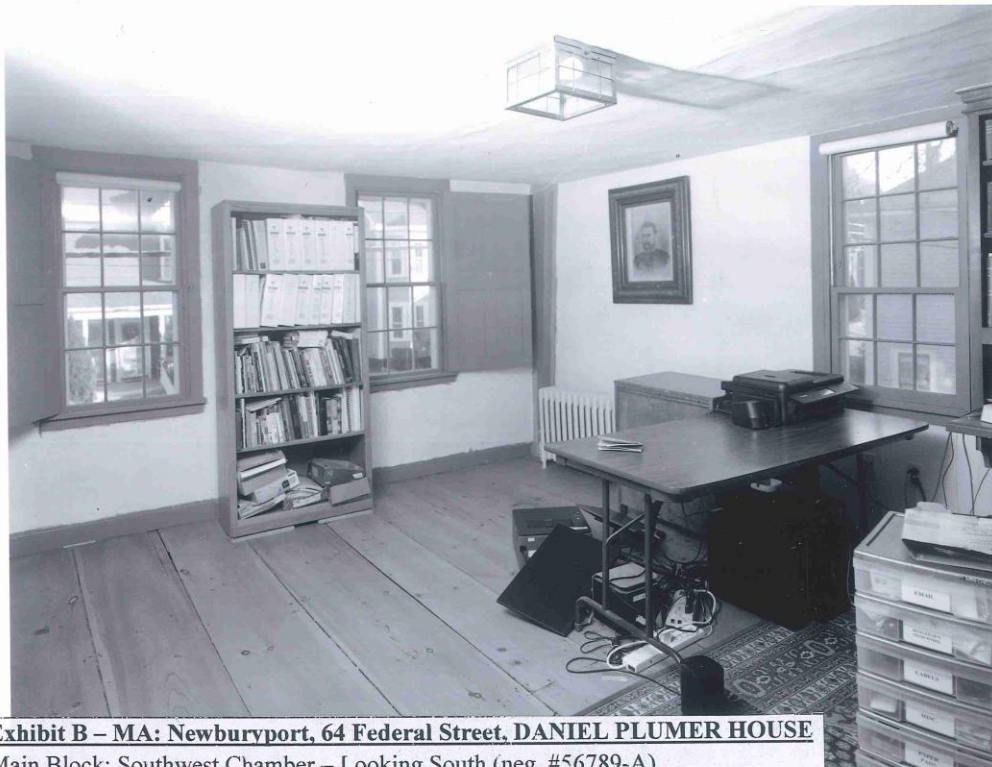


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Chamber – Looking South (neg. #56789-A)

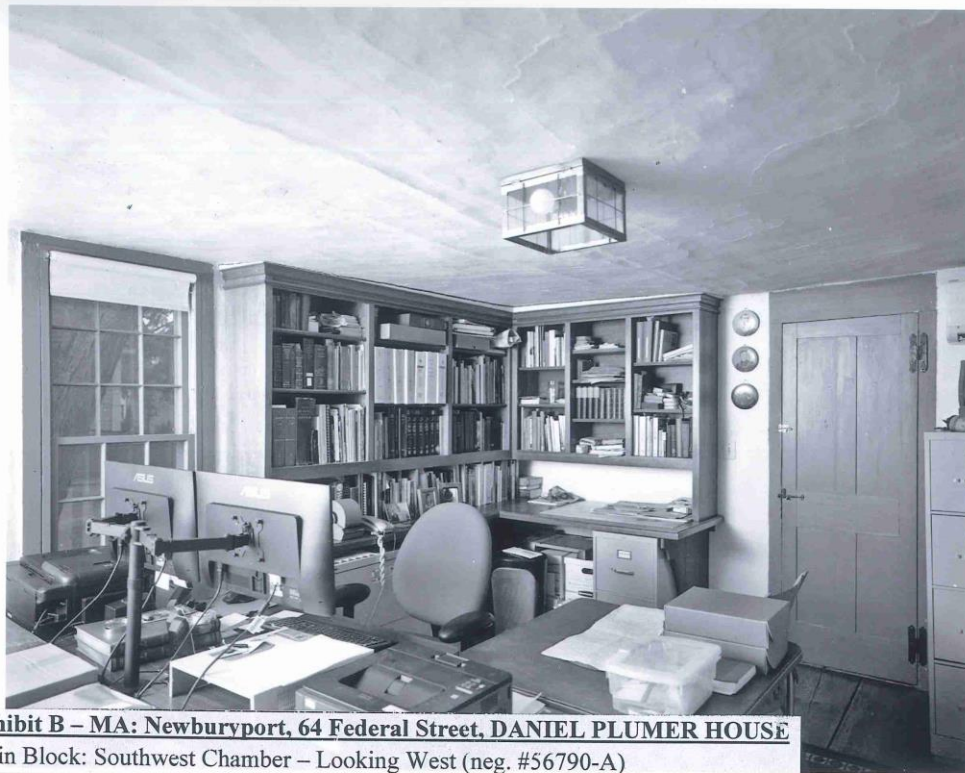


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Southwest Chamber – Looking West (neg. #56790-A)

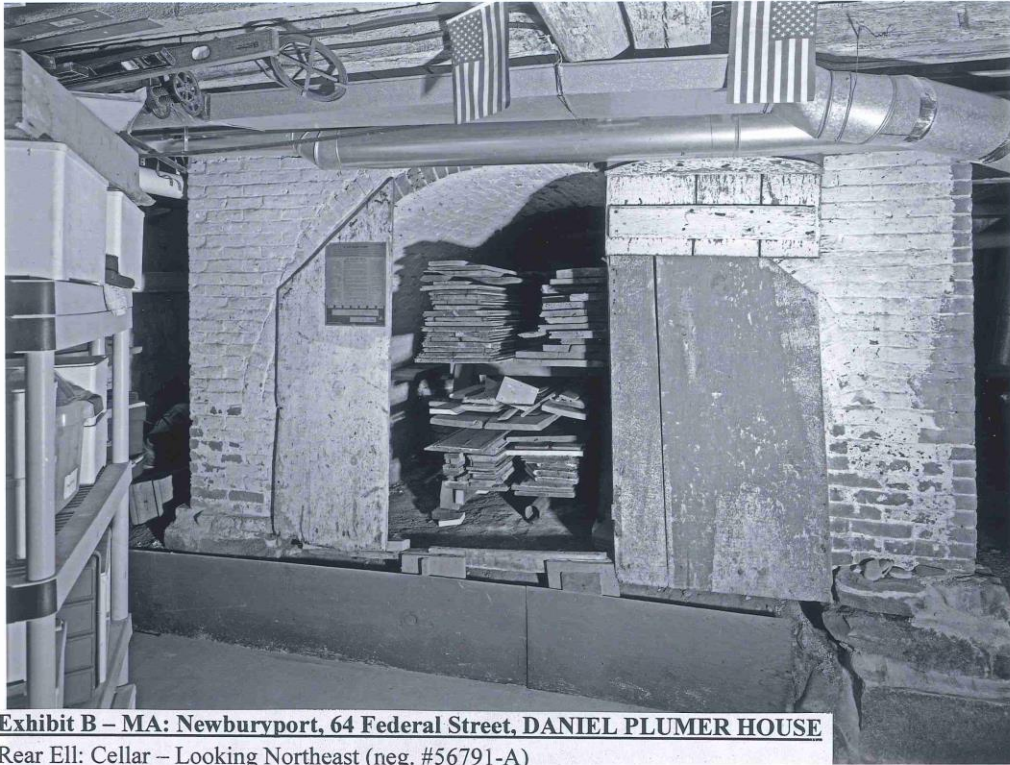


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Cellar – Looking Northeast (neg. #56791-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Cellar – Looking West (neg. #56792-A)

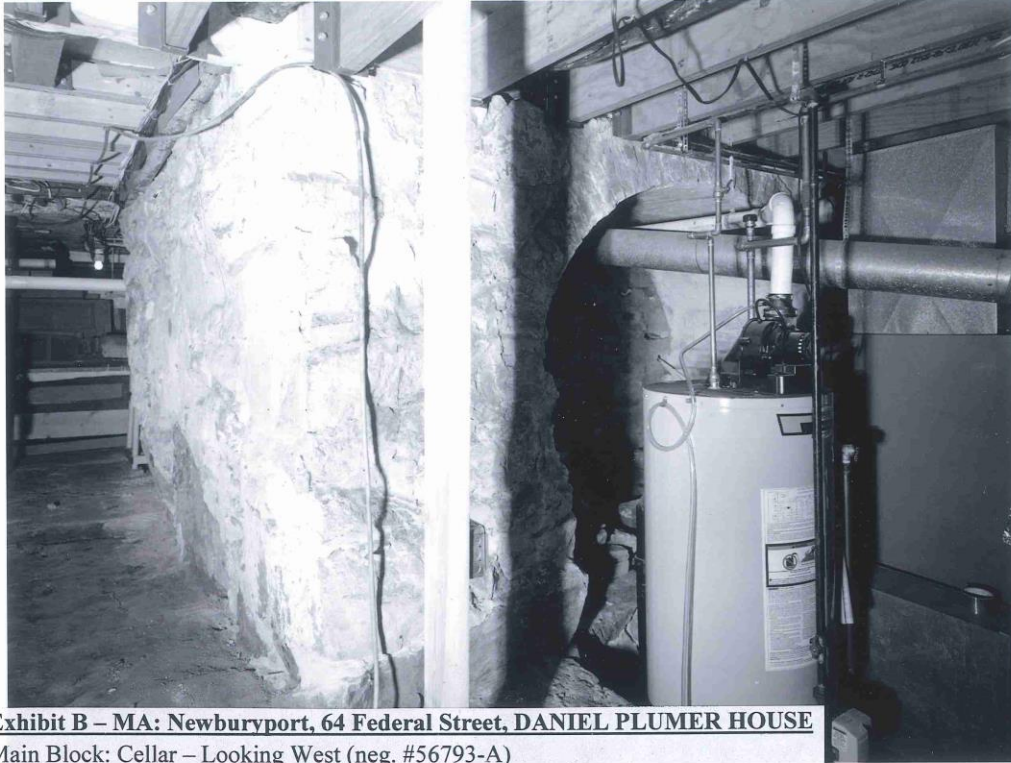


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Cellar – Looking West (neg. #56793-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Cellar – Looking South (neg. #56794-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Cellar – Looking East (neg. #56795-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: South Stairhall Attic Stair – Looking Northwest (neg. #56796-A)

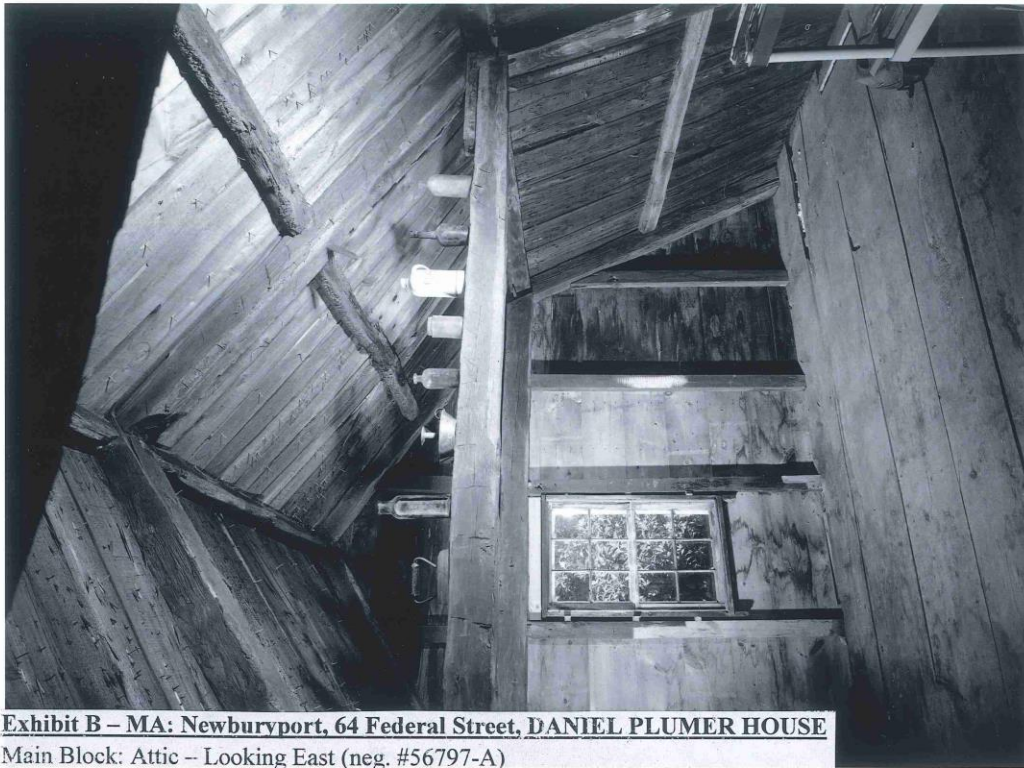


Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Attic – Looking East (neg. #56797-A)



Exhibit B – MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Attic – Looking West (neg. #56798-A)

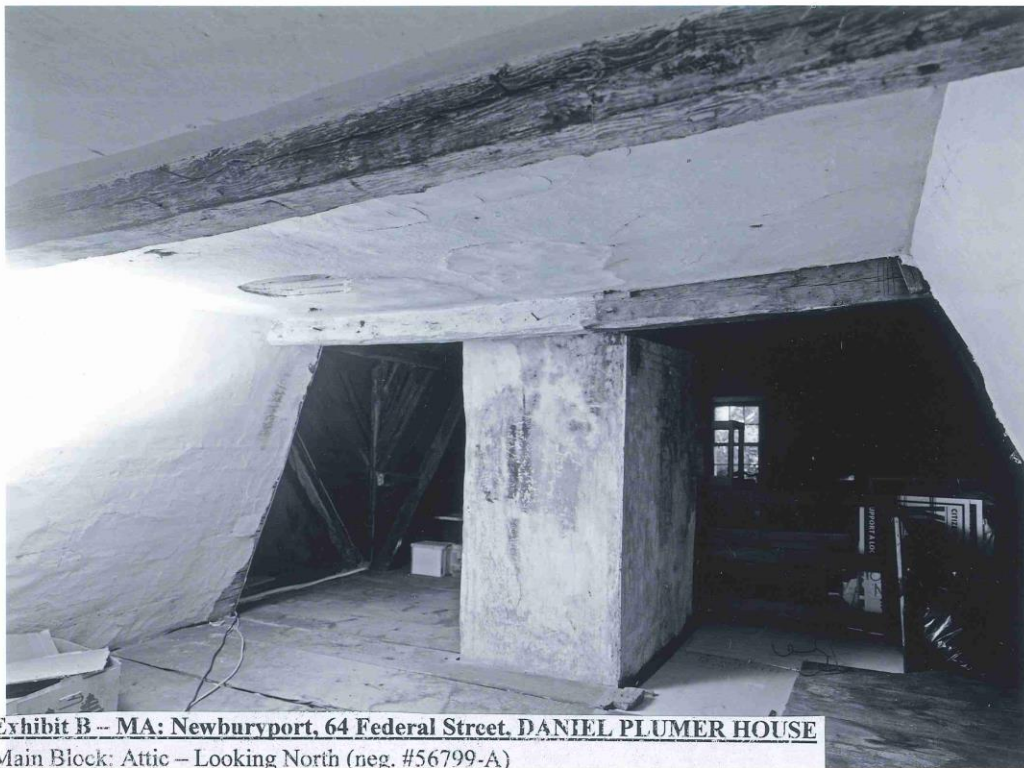


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Main Block: Attic -- Looking North (neg. #56799-A)

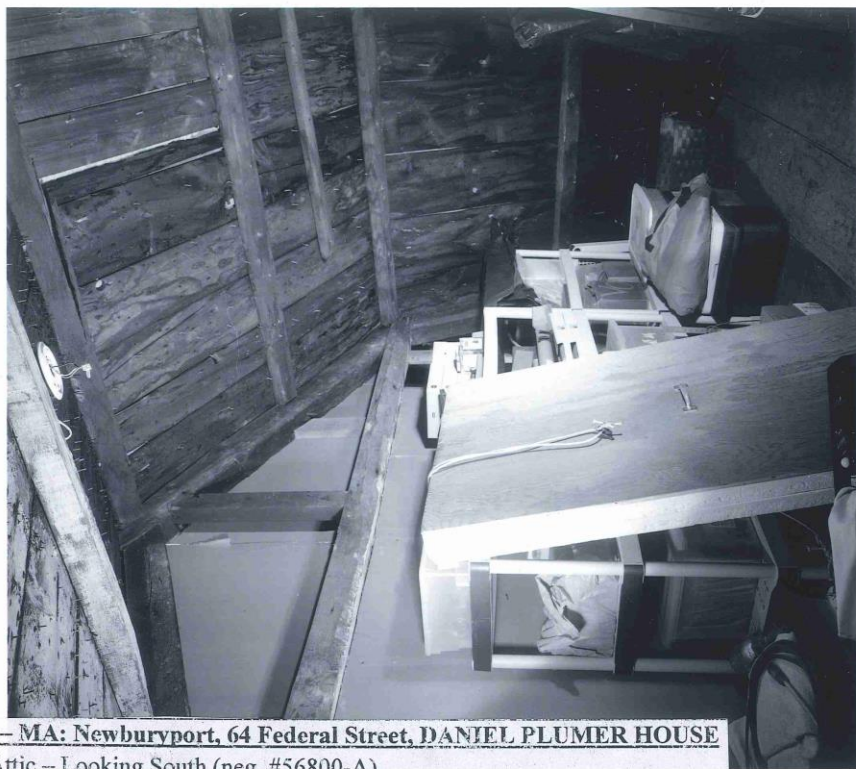


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Attic -- Looking South (neg. #56800-A)

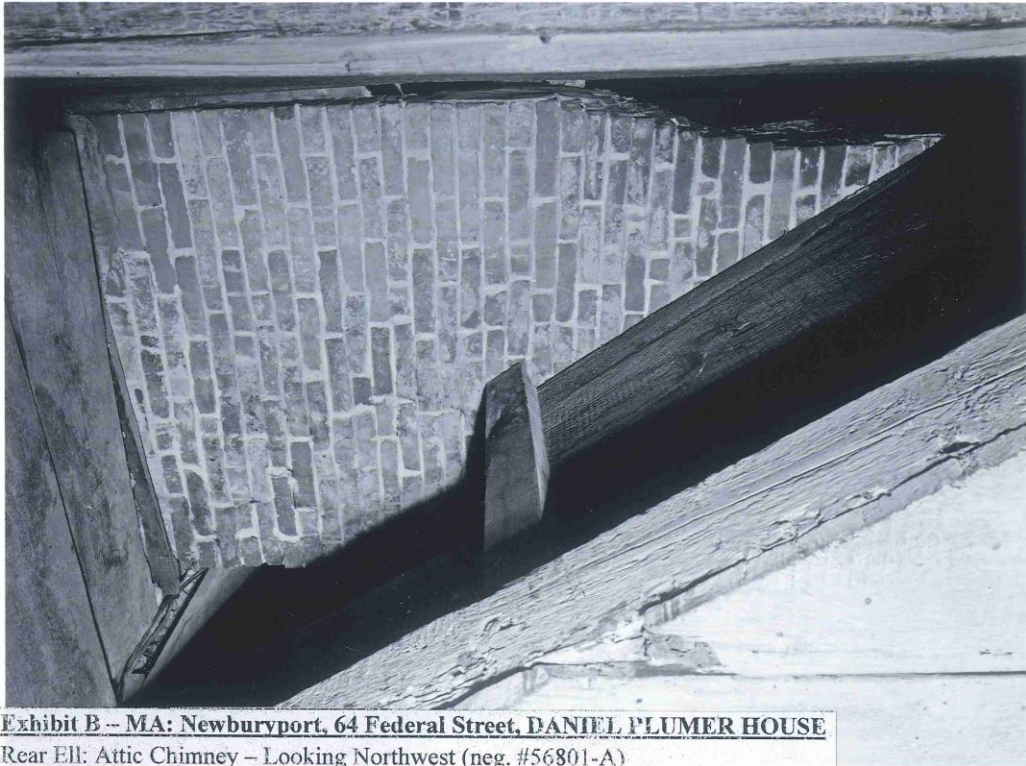


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Attic Chimney – Looking Northwest (neg. #56801-A)

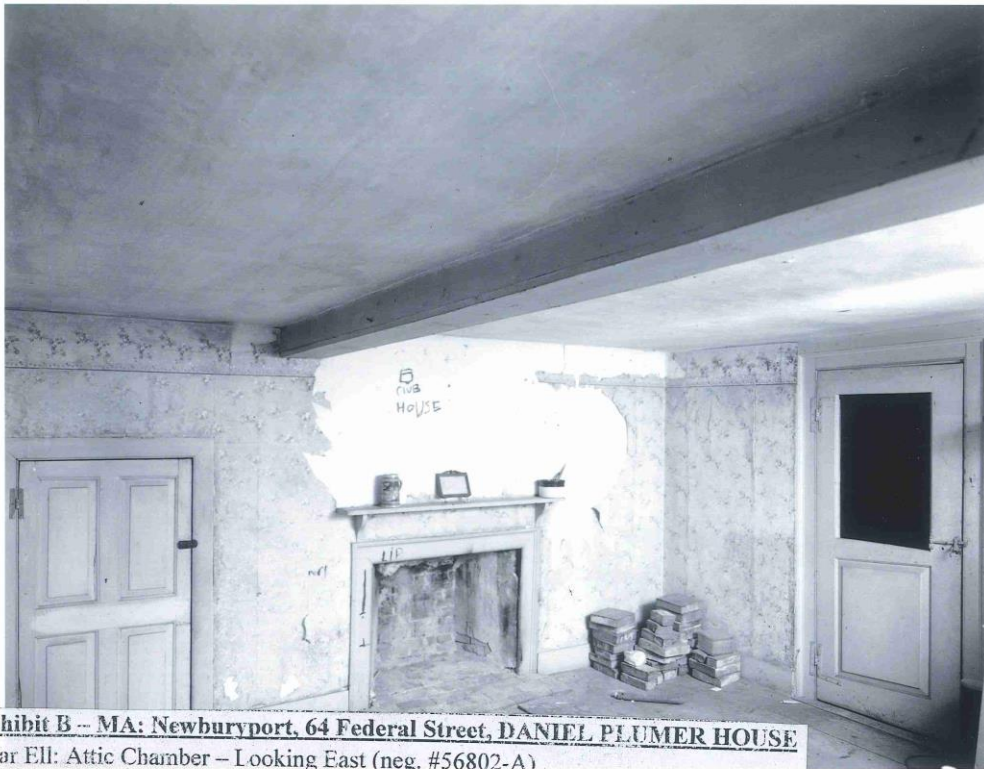


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Attic Chamber – Looking East (neg. #56802-A)

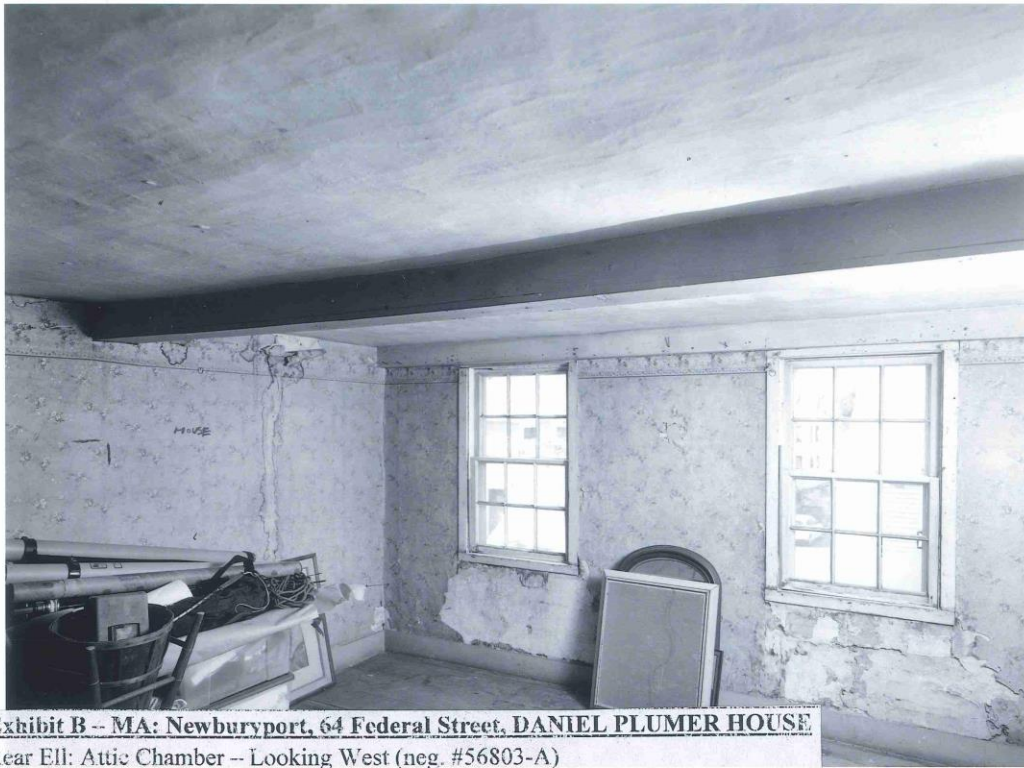


Exhibit B -- MA: Newburyport, 64 Federal Street, DANIEL PLUMER HOUSE
Rear Ell: Attic Chamber -- Looking West (neg. #56803-A)

EXHIBIT C
FIRST STORY PLAN



Daniel Plumer House
64 Federal Street
Newburyport, MA

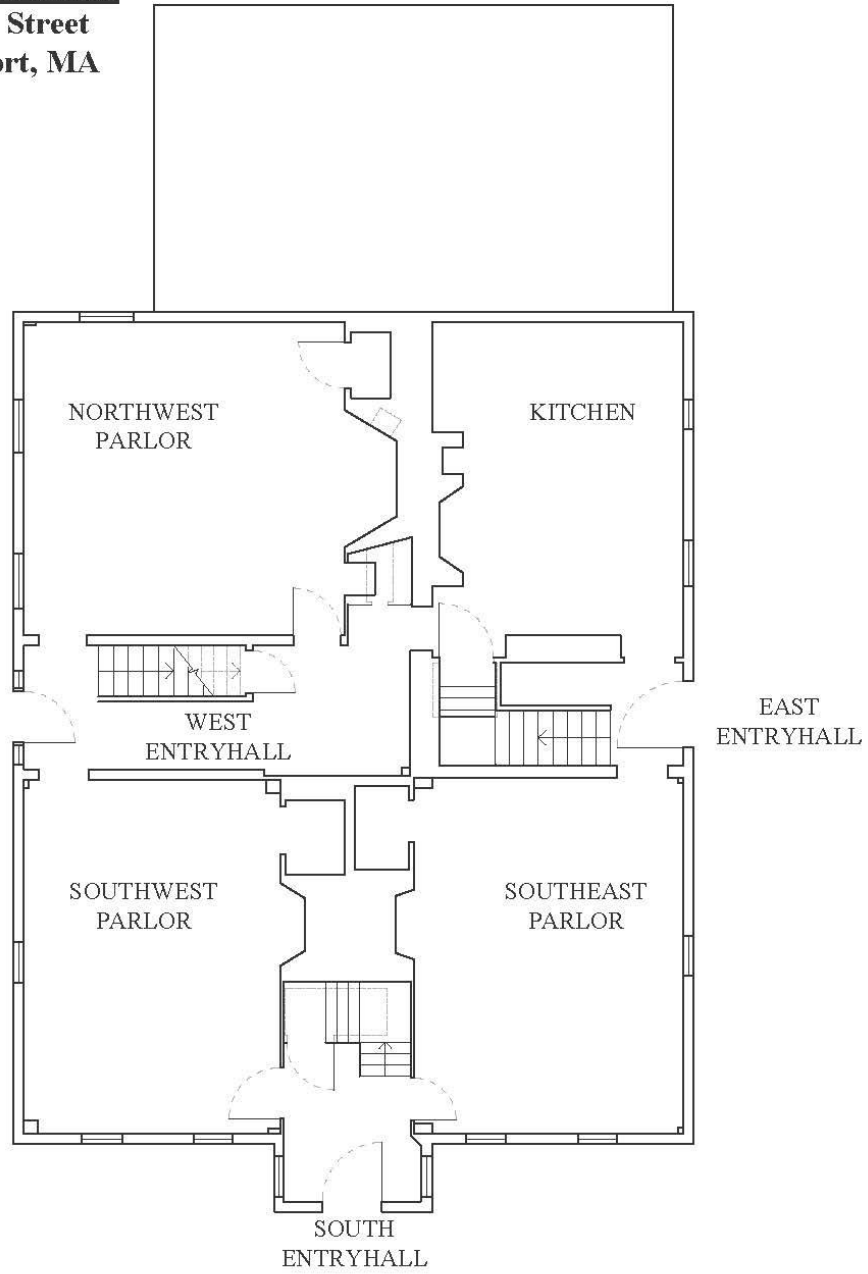


EXHIBIT C
SECOND STORY PLAN



Daniel Plumer House
64 Federal Street
Newburyport, MA

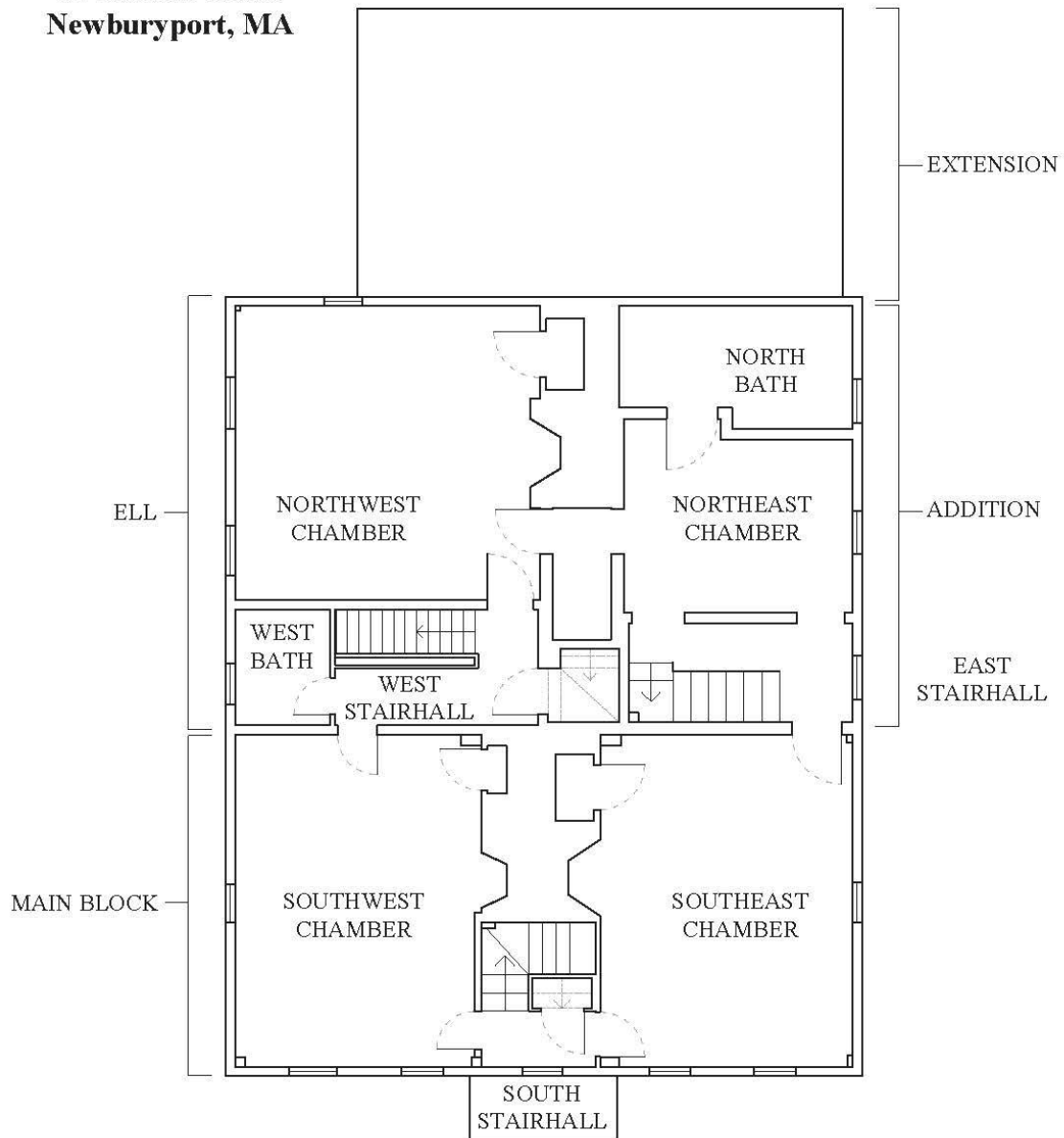


EXHIBIT C
ATTIC PLAN



Daniel Plumer House
64 Federal Street
Newburyport, MA

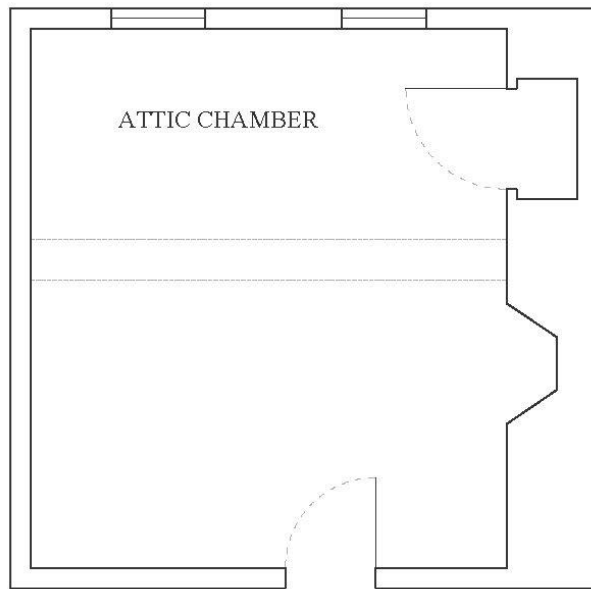
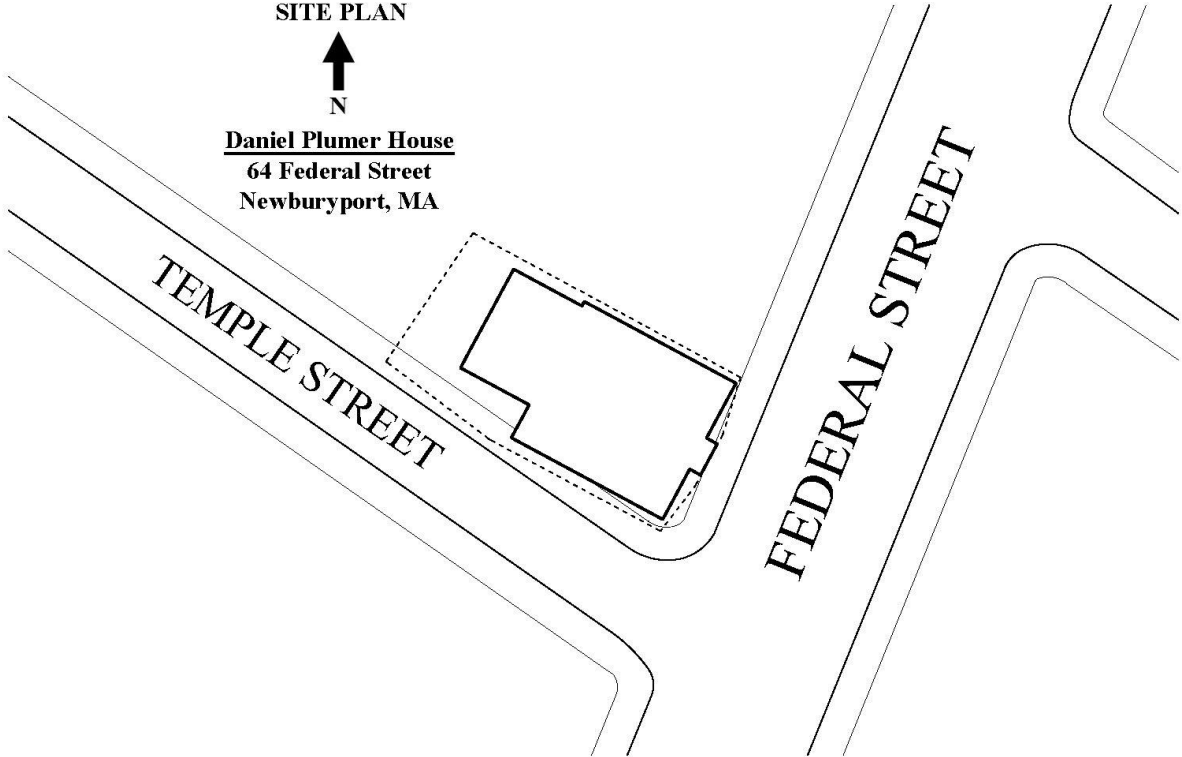


EXHIBIT D
SITE PLAN



Daniel Plumer House
64 Federal Street
Newburyport, MA




SUBORDINATION AND ASSENT

The undersigned ("Holder") is holder of that certain Mortgage [and Security Agreement] to Institution for Savings in Newburyport and Its Vicinity ("Mortgagee") of the premises known as and numbered 64 Federal Street, Newburyport MA 01950, Essex County, Massachusetts (the "Mortgaged Premises"), from Thomas W. Kolterjahn and Linda S. Kolterjahn, Trustees of The Kolterjahn Family Nominee Trust of 2022 ("Mortgagor") dated June 4, 2014, recorded with the Essex South Registry of Deeds in Book 33328 Page 381, together with any and all amendments and modifications thereto. Further reference is made to that certain Preservation Restriction Agreement from Mortgagor to the Society for the Preservation of New England Antiquities, d/b/a Historic New England, to be recorded with said Registry of Deeds, to which the Mortgaged Premises are subject (the "Preservation Restriction Agreement").

Holder hereby assents to the execution and delivery of the Preservation Restriction Agreement and agrees that the Mortgage and the lien thereof is and shall be subject and subordinate to the Preservation Restriction Agreement and all provisions thereof to the same extent, and as fully, as if the Preservation Restriction Agreement had been executed and recorded prior to the execution and recording of the Mortgage.

EXECUTED under seal as of November 30, 2022.

Institution for Savings in Newburyport
And Its Vicinity

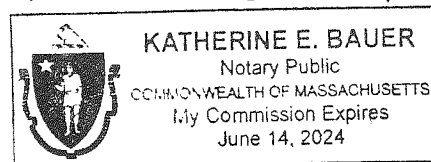
By: 
Lawrence R. Hunter:
Senior Vice President
hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this 30th day of November 2022, before me, the undersigned notary public, personally appeared Lawrence R. Hunter proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Institution for Savings in Newburyport and Its Vicinity a state-chartered bank.


Notary Public Katherine E. Bauer
My commission expires: 6-14-24



Committee Items – May 8, 2023

Public Works & Safety

In Committee:

- COMM000477a_04_10_2023 Petition for Pole on Briggs Ave



March 20, 2023

Town of Newburyport

To Whom It May Concern:

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

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time.

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

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845. Phone 978-725-1392.

Very truly yours,

Dave Johnson
Supervisor, Distribution Design

Enclosures

Questions contact – Johnny Butler 978-725-1415

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Newburyport, Massachusetts

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

Briggs Ave - National Grid to Relocate 1 JO Pole on Briggs Ave beginning at a point approximately 46 feet north from existing Pole # 5 location in order to relocate pole from private property to public way. National Grid requests to relocate Pole # 5 approximately 46' northerly from existing location on private property to public way on Briggs Ave, per request of customer at 17 Briggs Ave.

Location approximately as shown on plan attached

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

No.# 30729877 February 27, 2023

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

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

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

BY _____
Engineering Department

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

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Newburyport, Massachusetts

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

that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 27th day of February, 2023.

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

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

February 27, 2023. Filed with this order

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

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

Briggs Ave - National Grid to Relocate 1 JO Pole on Briggs Ave beginning at a point approximately 46 feet north from existing Pole # 5 location in order to relocate pole from private property to public way. National Grid requests to relocate Pole # 5 approximately 46' northerly from existing location on private property to public way on Briggs Ave, per request of customer at 17 Briggs Ave.

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

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

Massachusetts City/Town Clerk. _____
20__ .

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

Book

Page

Attest:

City/Town/City

I hereby certify that on
at
Massachusetts Electric Company d/b/a National Grid and VERIZON

20 , at
a public hearing was held on
NEW ENGLAND

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

City/Town/City

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

Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:

City/Town/City

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Newburyport, Massachusetts

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

that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 27th day of February, 2023.

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

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

February 27, 2023. Filed with this order

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

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

Briggs Ave - National Grid to Relocate 1 JO Pole on Briggs Ave beginning at a point approximately 46 feet north from existing Pole # 5 location in order to relocate pole from private property to public way. National Grid requests to relocate Pole # 5 approximately 46' northerly from existing location on private property to public way on Briggs Ave, per request of customer at 17 Briggs Ave.

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

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

Massachusetts City/Town Clerk.
20__ .

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

Book

Page

Attest:

City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

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

City/Town Clerk.

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

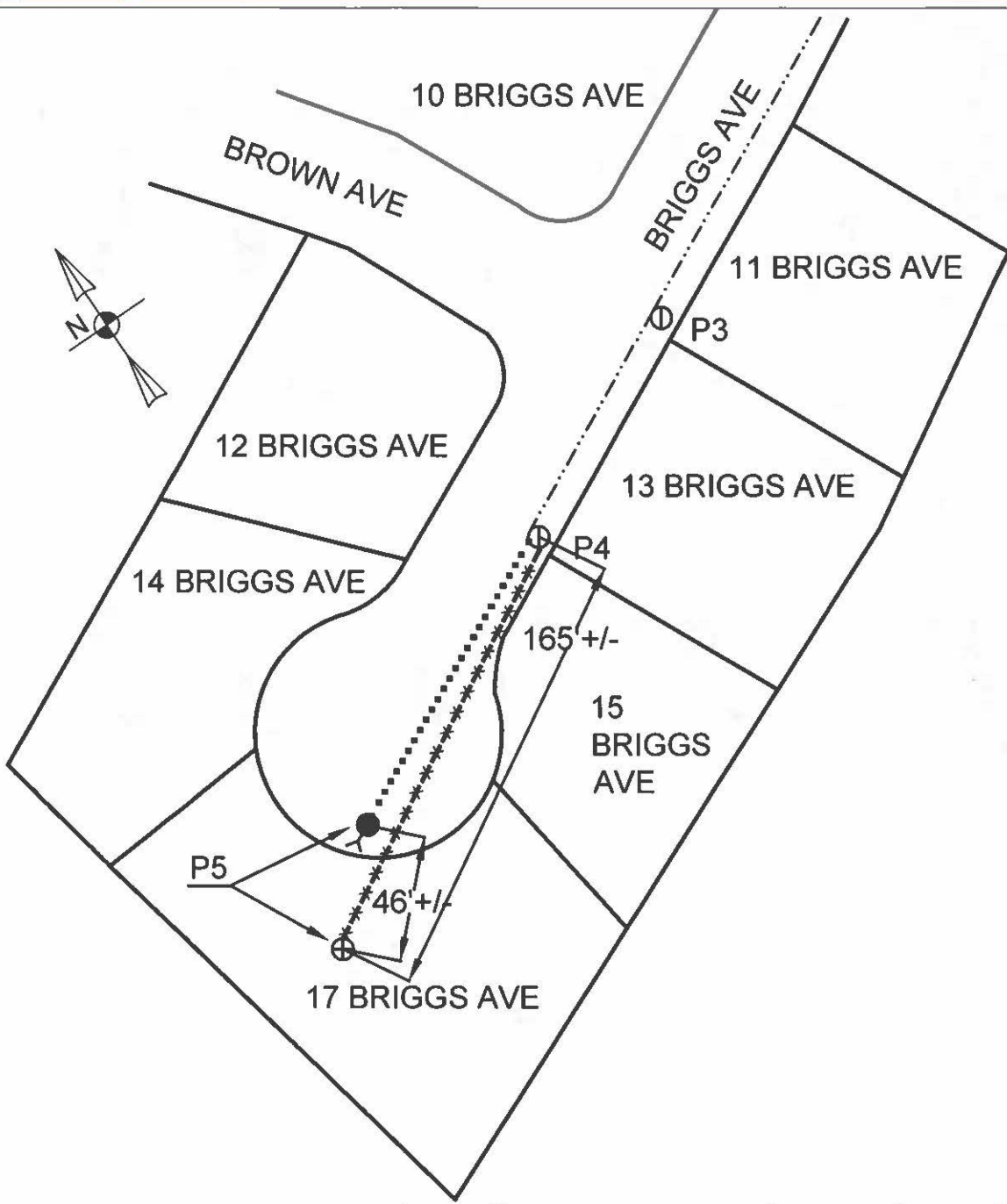
Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:

City/Town Clerk



JOINTLY OWNED POLE PETITION



- | | |
|-----------------------------------|------------------------------|
| ⓪ J.O. POLE (EXISTING) | ● PROPOSED J.O. POLE |
| ⊕ POLE TO BE REMOVED | ■ PROPOSED OVERHEAD WIRE |
| —*—*— OVERHEAD WIRE TO BE REMOVED | -·-·- EXISTING OVERHEAD WIRE |

Date: 2/13/23

Nationalgrid requests to relocate Pole 5 approximately 46' from private property to public way on Briggs Ave, Newburyport per request of customer at 17 Briggs Ave.

WORK REQUEST: 30729877

To The City Of Newburyport

For Proposed: Pole relocation Location: 17 Briggs Ave

Drawn By: S.Steeves

DISTANCES ARE APPROXIMATE

TO: Council President and City Councillors
FROM: Councillor Jennie L. Donahue
DATE: March 7, 2023
SUBJECT: Retail Sale of Marijuana

The intent of this letter is to initiate a conversation around my intentions to propose amendments to the City's code of ordinances to permit retail sales of marijuana in portions of the downtown. The **attached draft amendments** to the general ordinance and the zoning ordinance are intended to be a starting point for discussion of this proposal.

I am proposing (1) to delete the current provision in the general ordinances that prohibits non-medical retail marijuana sales, and (2) to amend the zoning ordinance to allow retail marijuana sales in the portions of the B-2 and B-3 zoning districts lying east of Titcomb Street, as shown on the **attached map**. This would limit such sales to the downtown core, the Tannery Marketplace, and the Pond Street plaza. Excluding the areas west of Titcomb Street would prevent establishment of retail shops adjacent to the YWCA and along the Route 1 corridor.

In addition, I am proposing that retail establishments not be allowed within 200 feet of an entrance to a K-12 school. This would mean that such establishments would not be allowed on Washington Street, or on Green Street between the Immaculate Conception School and the Masonic Hall.

A key benefit to the City of allowing retail marijuana sales is the potential increase in local revenues. Communities are allowed to impose a local tax of 3 percent on retail transactions of marijuana products. I have been contacting our neighboring communities to learn about their experiences with respect to the revenues and expenses generated by their retail marijuana establishments and will provide my findings when we have a Planning and Development Committee meeting or hearing on this proposal.

My draft proposal also requires that the first retail store permitted in the City, and any other store permitted within the next two years, be a "social equity" or "economic empowerment" business certified by the State. This would give the City an additional one percent of total sales revenues from those businesses.

The current prohibition on retail marijuana sales in the City was enacted by the Council in December 2019 following the results of a non-binding referendum. As stated in the **attached email** from KP Law, amending the City's ordinances to allow retail sales of marijuana does not require another referendum vote, because "regulation consistent with the statutory limitations found in G.L. c. 94G, sec. 3" is "less restrictive" than the existing prohibition on retail sales.

I request that this communication be sent to the Planning and Development Committee in order to provide opportunities for discussion on my intended proposal.

Attachments:

- Draft amendments
- Map showing areas
- KP Law opinion

KP Law Opinion Regarding Ballot Requirement for Allowing Retail Marijuana Establishments

From: Mark R. Reich <MReich@k-plaw.com>
Sent: Wednesday, January 18, 2023 6:45 PM
To: Sean Reardon <SReardon@CityofNewburyport.com>
Cc: Nicole J. Costanzo <NCostanzo@k-plaw.com>; Jonathan D. Eichman <JEichman@k-plaw.com>
Subject: RE: Cannabis Retail Zoning

Mayor –

Please be aware that prohibition of retail marijuana establishments or limitation marijuana retailers to fewer than 20 per cent of the number of package store licenses issued by the City would require passage of a ballot question by the voters pursuant to the provisions of G.L. c. 94G, sec. 3(a)(2). The City currently has an ordinance prohibiting retail marijuana retail uses in the City. Clarification will be necessary as to whether this prohibitory ordinance was supported by a ballot question approved by the voters, as this would be necessary pursuant to G.L. c. 94G, sec. 3(a)(2).

In our opinion, a new ballot question would not be required to allow for retail marijuana uses within the City. A less restrictive action, including regulation consistent with the statutory limitations found in G.L. c. 94G, sec. 3, would be permissible even if a prior ballot question prohibiting a particular type of establishment has passed.

Please contact me if you would like to discuss this matter further.

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

