

# CITY COUNCIL MEETING

## AGENDA

June 26, 2023 7:00 pm

City Council Chambers, City Hall

60 Pleasant Street, Newburyport

\*\*\*\*\*

Zoom details for City Council Meeting:

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

Or One tap mobile:

US: +19292056099,81299990548#

Or Telephone US: +1 929 205 6099

Webinar ID: 812 9999 0548

### 1. MOMENT OF SILENCE

### 2. PLEDGE OF ALLEGIANCE

### 3. CALL TO ORDER

### 4. LATE FILE

- APPT00414\_06\_26\_2023 Charles S. Palmisano 3 Jefferson Ct. Planning Board 7/31/2028 (P&D)
- APPT00415\_06\_26\_2023 Stephen H. Bradbury III 24 Howard St. Emergency Mgt. Dir. 5/31/2028 (PW&S)
- Revised 06\_20\_2023 Exhibit A Estimated Costs to ORDR00455\_05\_08\_2023 ACO Intermunicipal Agreement
- ORDR00470\_06\_12\_2023 Market Landing Park Gap Funding for Construction (COTW)

### 5. PUBLIC COMMENT

### 6. MAYOR'S COMMENT

## CONSENT AGENDA

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

### 7. APPROVAL OF MINUTES

- June 12, 2023 (Approve)

### 8. COMMUNICATIONS

- APPL00145\_06\_26\_2023 Walk Against Domestic Violence Sunday, Oct. 1st 8-11 am Waterfront Park (L&P)
- APPL00146\_06\_26\_2023 11<sup>th</sup> Annual Car Show Aug 10<sup>th</sup> 5-8pm (L&P)

### 9. TRANSFERS

### 10. APPOINTMENTS

#### *Re-Appointments*

- APPT00407\_06\_26\_2023 Jean Costello 522 Merrimac St. Human Rights Comm. 7/1/2026
- APPT00408\_06\_26\_2023 Paula Estey 3 Pine St. Cultural Council 7/31/2026
- APPT00409\_06\_26\_2023 Roger E. Jones 37 Storeybrooke Dr. Water/Sewer Comm. 7/31/2025 (PW&S)
- APPT00410\_06\_26\_2023 Patricia Peknik 4 Dove St. ZBA 7/31/2024 (P&D)
- APPT00411\_06\_26\_2023 Lynn Schow 75 High St. ZBA 7/31/2024 (P&D)
- APPT00412\_06\_26\_2023 Ryan Kelley 24 School St. Cultural Council 7/31/2026
- APPT00413\_06\_26\_2023 Andrew Casson 240 Merrimac St. Harbor Commission 7/31/2026 (PW&S)

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

#### **BUDGET & FINANCE**

- TRAN00153\_05\_08\_2023 Mayor: Multiple \$3,483,773 to Multiple \$3,483,773 (COTW) *Revised 6/15/2023*
- TRAN00159\_06\_12\_2023 Harbormaster: Harbormaster Retained Earnings \$15K to HBR Assistant Harbormasters \$12,5000, HBR Cashman Park Attendants \$2K, & HBR PI Parking Lot Attendants \$500
- TRAN00160\_06\_12\_2023 Police: POL Fuel/Oil Vehicle(s) \$2,500, POL Office Supplies \$2,500, & POL Ammunition/Weapons \$5,300 to POL Maint-Building \$10,300
- TRAN00161\_06\_12\_2023 Mayor: ASR Appraisal System \$7K and HLH Sal Public Health Nurse \$10,758.24 Multiple (see attached) \$17,758.24
- ORDR00467\_06\_12\_2023 Parking Enforcement Officers Teamster's Union Local 170 Contract
- ORDR00459\_06\_12\_2023 Opioid Stabilization Fund
- COMM00488\_06\_12\_2023 Memo Annual City Audit FY2022 Financial Statements
- ORDR00461\_06\_12\_2023 Port Parks Alliance Gift Acceptance \$1,013.65
- ORDR00462\_06\_12\_2023 Anna Jaques Newburyport Pride Gift Acceptance \$2,000
- ORDR00463\_06\_12\_2023 Belleville Improvement Society Gift Acceptance \$4,700
- ORDR00464\_06\_12\_2023 Friends of Newburyport Youth Services Gift Acceptance \$23,200
- ORDR00465\_06\_12\_2023 Inclusive Playground Gift Acceptance \$8,867.86
- ORDR00466\_06\_12\_2023 Children's Health Care Gift Acceptance \$12,500
- ORDR00460\_06\_12\_2023 Water Sewer Rate (COTW)

#### **COMMUNITY SERVICES**

- COMM00489\_06\_12\_2023 Acting Head Librarian Jessica Atherton
- COMM00490\_06\_12\_2023 Bike Feasibility: Locations, Estimate, March's Hill Bike Park Concept Plan, & Study
- ORDR00455\_05\_08\_2023 ACO Intermunicipal Agreement
- ORDR00468\_06\_12\_2023 Wheelabrator North Andover Contract

#### **GENERAL GOVERNMENT**

- APPT00402\_05\_08\_2023 Steven Wallace 20 Allen St Waterfront Trust 6/1/2026

#### **LICENSES & PERMITS**

- COMM00487\_06\_12\_2023 Firefighters of Local 827 "Fill the Boot Drive" August 3, 4, & 5 10am-4pm
- APPL00144\_06\_12\_2023 Greek Church Food Festival July 28th-30th 11am-9pm

#### **PLANNING & DEVELOPMENT**

- APPT00404\_05\_22\_2023 Edward Noymer 8 Lucey Dr. Historical Comm. 6/1/2026

#### **PUBLIC WORKS & SAFETY**

- COMM00483\_05\_08\_2023 Residential HP App 12 Merrill St.
- ORDR00469\_06\_12\_2023 Handicapped Space - 12 Merrill Street
- ODNC00156\_06\_12\_2023 Amend Ch 13-168 Parking Restriction Fair St.

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

#### **REGULAR AGENDA**

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

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

12. TRANSFERS

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR00471\_06\_26\_2023 Preservation Restriction 21 Malcolm Hoyt Dr.
- ORDR00472\_06\_26\_2023 Streets Sidewalks Loan Order \$6,000,000

15. ORDINANCES

16. COMMITTEE ITEMS

Ad Hoc Market Landing Park

*In Committee:*

- ORDR00470\_06\_12\_2023 Market Landing Park Gap Funding for Construction (COTW)

Budget & Finance

*In Committee:*

- TRAN00153 05 08 2023 Mayor: Multiple \$3,483,773 to Multiple \$3,483,773 (COTW) Revised 6/15/2023
- TRAN00159 06 12 2023 Harbormaster: Harbormaster Retained Earnings \$15K to HBR Assistant Harbormasters \$12,5000, HBR Cashman Park Attendants \$2K, & HBR PI Parking Lot Attendants \$500
- TRAN00160 06 12 2023 Police: POL Fuel/Oil Vehicle(s) \$2,500, POL Office Supplies \$2,500, & POL Ammunition/Weapons \$5,300 to POL Maint-Building \$10,300
- TRAN00161 06 12 2023 Mayor: ASR Appraisal System \$7K and HLH Sal Public Health Nurse \$10,758.24 Multiple (see attached) \$17,758.24
- ORDR00467 06 12 2023 Parking Enforcement Officers Teamster's Union Local 170 Contract
- ORDR00459 06 12 2023 Opioid Stabilization Fund
- COMM00488 06 12 2023 Memo Annual City Audit FY2022 Financial Statements
- ORDR00461 06 12 2023 Port Parks Alliance Gift Acceptance \$1,013.65
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- ORDR00464 06 12 2023 Friends of Newburyport Youth Services Gift Acceptance \$23,200
- ORDR00465 06 12 2023 Inclusive Playground Gift Acceptance \$8,867.86
- ORDR00466 06 12 2023 Children's Health Care Gift Acceptance \$12,500
- ORDR00460 06 12 2023 Water Sewer Rate (COTW)
- ODNC00129\_11\_01\_2022 Defining Conflict Rule for Dept. Heads (COTW)
- ORDR00336\_03\_28\_2022 ARPA Amesbury 250K (COTW)

Community Services

*In Committee:*

- COMM00489 06 12 2023 Acting Head Librarian Jessica Atherton
- COMM00490 06 12 2023 Bike Feasibility: Locations, Estimate, March's Hill Bike Park Concept Plan, & Study
- ORDR00455 05 08 2023 ACO Intermunicipal Agreement
- ORDR00468 06 12 2023 Wheelabrator North Andover Contract
- COMM00474\_04\_10\_2023 Newburyport Public Art Policy
- ODNC00157\_06\_12\_2023 Public Art Policy (COTW)

## General Government

### *In Committee:*

- **APPT00402 05 08 2023** **Steven Wallace 20 Allen St Waterfront Trust 6/1/2026**
- COMM00461\_02\_27\_2023 Brown School Gymnasium Considerations (COTW)
- COMM00468\_03\_13\_2023 Brown School Proposal (COTW)
- COMM00491\_06\_12\_2023 Letter from Owen Smith re: Tree Warden
- ODNC00146\_03\_13\_2023 Amend Ch 2-34 Responsibilities of Committee on Community Services
- ORDR239\_02\_8\_2021 Council Rule 7 and 10B

## Licenses & Permits

### *In Committee:*

- **COMM00487 06 12 2023** **Firefighters of Local 827 "Fill the Boot Drive" August 3, 4, & 5 10am-4pm**
- **APPL00144 06 12 2023** **Greek Church Food Festival July 28th-30th 11am-9pm**
- APPL00142\_06\_12\_2023 Port Vida Outdoor Dining Application
- COMM00492\_06\_12\_2023 Letter from Ashley Morton Comtois & Zach Comtois-Port Vida
- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules

## Planning & Development

### *In Committee:*

- **APPT00404 05 22 2023** **Edward Noymer 8 Lucey Dr. Historical Comm. 6/1/2026**
- COMM00486\_05\_22\_2023 Newburyport Comprehensive Economic Development Strategy
- ODNC00141\_02\_27\_2023 Zoning Amendment STRU (COTW)

## Public Works & Safety

### *In Committee:*

- **COMM00483 05 08 2023** **Residential HP App 12 Merrill St.**
- **ORDR00469 06 12 2023** **Handicapped Space - 12 Merrill Street**
- **ODNC00156 06 12 2023** **Amend Ch 13-168 Parking Restriction Fair St.**
- COMM00412\_05\_31\_2022 Ltr Ann Jarocyk re: Traffic Safety
- COMM00414\_05\_31\_2022 Ltr. Emily Dunn re: Traffic on Merrimac Street
- COMM00459\_01\_30\_2023 Ltr. Residents concerned with speeding on Arlington St.
- COMM00462\_02\_27\_2023 Ltr. From Kathleen O'Connor Ives re: drinking water concerns
- COMM00479\_04\_24\_2023 Ward 4 Street Sidewalk Traffic Safety Priorities
- COMM00480\_04\_24\_2023 Merrimac St. Safety Items
- COMM00482\_04\_24\_2023 Constructions projects at the Central Waterfront
- ODNC00103\_01\_10\_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- ODNC00152\_05\_08\_2023 Amend Ch 13-181 Municipal Parking Facilities (COTW)
- ORDR00449\_04\_24\_2023 Approving Shared Streets Grant, High Street Traffic Calming

## 17. GOOD OF THE ORDER

## 18. ADJOURNMENT



**LATE FILE ITEMS**



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

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

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: June 26, 2023  
Subject: Appointment

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUN 22 P 12:31

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I hereby appoint, subject to your approval, the following named individual as a member of the Planning Board. This term will expire on July 31, 2028.

Charles S. Palmisano  
3 Jefferson Court  
Newburyport, MA 01950

# LIBERTY LAW & TITLE, LLC.

**ROBERT CIAMPITTI, JR., ESQ.**  
Direct Dial: 978-462-8488 x4  
Rob@LibertyLawMA.com

**MICHAEL B. MCCARTHY, ESQ.**  
Direct Dial: 978-462-8488 x7  
Mike@LibertyLawMA.com

**CHARLES S. PALMISANO, ESQ.**  
Direct Dial: 978-462-8488 x3  
Charlie@LibertyLawMA.com

11A LIBERTY STREET  
NEWBURYPORT, MA 01950

TELEPHONE (978) 462-8488  
FACIMILE (800) 706-2393  
WWW.LIBERTYLAWMA.COM

January 11, 2023

Attn: Sean Reardon, Mayor

City of Newburyport

Dear Mayor Reardon,

I would welcome the privilege of your appointment to the Planning Board. Being a working member of this community for over a decade and a resident for over two decades, it would be my pleasure to provide my personal and professional experience in the furtherance of Newburyport's aspiring future. I believe my work as a residential and commercial estate attorney may be a valuable resource to you, the Board, and the community.

Kindly consider this letter as my formal request to be considered for a Planning Board appointment.

\*Resume link: <https://libertylawma.com/charles-s-palmisano-esq/>

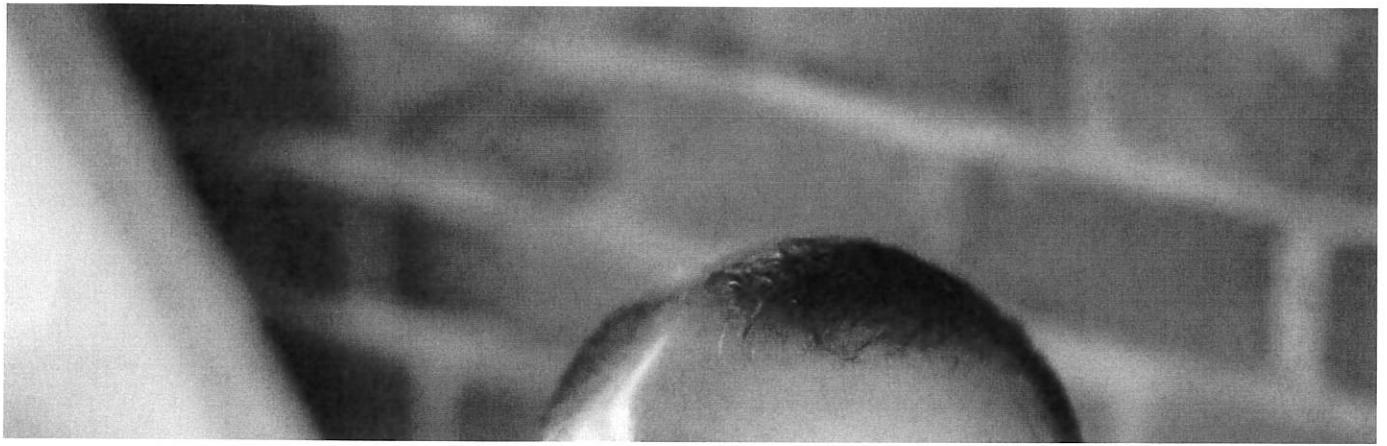
Thank you.

Sincerely,



Charles S. Palmisano, Esq.

m. 978-994-5997



## Charles S. Palmisano, Esq.

Attorney Palmisano has a wealth of experience assisting individuals and corporations with both purchases and sales of residential homes, multi-family, condominiums, and commercial buildings. Additionally, Attorney Palmisano is frequently consulted by real estate investors in the acquisition, sale, or financing of investment properties. Attorney Palmisano is also a guest lecturer for numerous Realtor groups in the region.

Attorney Palmisano graduated from Saint Michael's College with a B.S. degree in Economics and went on to graduate from New England School of Law. For over twenty-five years Attorney Palmisano has been involved in commercial and residential real estate matters including the representation of commercial and residential lenders, buyers, and sellers in connection with the financing, acquisition, and sale of commercial and residential properties. In this time Attorney Palmisano has personally handled over ten thousand residential closings in the greater Massachusetts region.

Attorney Palmisano currently lives in Newburyport, Massachusetts with his family. He is active outside of work participating in tennis, mountain biking, skiing, and boating.

## Bar Admissions

- Commonwealth of Massachusetts, 1989
- U.S. District Court, District of Massachusetts, 1989
- U.S. Court of Appeals, 1990

## Education

- Juris Doctorate, 1989, New England School of Law, Boston, Massachusetts
- B. S. in Economics, 1985 Saint Michael's College, Williston, VT

## Counsel and Representation

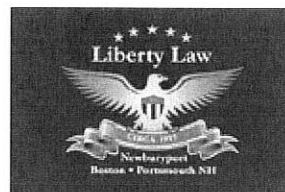
- Residential Mortgages
- Purchase and Sales for Buyers and Sellers
- Commercial Buyer/Seller Representation
- Condominium Conversions
- Conveyancing and Closings

## Bar Admissions

- Commonwealth of Massachusetts, 1989
- U.S. District Court, District of Massachusetts, 1989
- U.S. Court of Appeals, 1990

<< HOME | ATTORNEYS >>

Photography by Amanda Ambrose Photography



🏠 11A Liberty Street, Newburyport, MA 01950

☎ 978-462-8488

✉ info@libertylawma.com

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

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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUN 22 P 12:34

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: June 26, 2023  
Subject: Appointment

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I hereby appoint, subject to your approval, the following named individual as Emergency Management Director for the City of Newburyport. This term will expire on May 31, 2028.

Stephen H. Bradbury III  
24 Howard Street  
Newburyport, MA 01950

# STEPHEN H BRADBURY III

24 Howard Street, Newburyport, MA 01950 · (978) 265-4174  
Sbradbury@cityofnewburyport.com

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Dedicated, dynamic, and proven leader with 29 years of fire rescue experience with deep roots and ties to the City of Newburyport. High degree of knowledge in all aspects of fire department operations acquired through working over 22 years as a Chief Officer. Highly competent in fire administration, budget management, emergency scene operation, and investigation. Seeking to apply my knowledge and leadership skills to ensure the safety of the greater Newburyport community as the Fire Chief.

## EXPERIENCE

### JULY 2022 – PRESENT

#### ACTING FIRE CHIEF/EMD, CITY OF NEWBURYPORT, MA

- Providing leadership and supervision to the department staff of 46 personnel as Incident Commander at all major emergencies
- Oversee spending of the \$4.2M fire and emergency management budget
- Directing the preparation of FY24 departmental budget to ensure integration with overall city budget
- Responsible for planning and designing the new \$9.2M substation, with relocation of staff to fire headquarters
- Implementing department policy changes to ensure efficiency and standardization
- Overseeing implementation of our FIRST DUE SOFTWARE, the department's first software update in 20 years
- Consistently securing grants for the department including SENIOR SAFE for the first time
- Working to update the Comprehensive Emergency Operations Plan
- Managing Tier 2 chemical inventory reporting for industrial park and other required entities
- Working to reduce overtime levels
- Submitted a detailed capital improvement plan
- Secured funding for a Zetron alerting system for city headquarters
- Formed a committee to replace the fire boat
- Added a second member from our department to the state hazardous material team

### SEPTEMBER 2000 – JULY 2022

#### DEPUTY FIRE CHIEF/ASSISTANT EMD, CITY OF NEWBURYPORT, MA

- Managed the day-to-day operations of the department that would include emergency response, fire prevention, inspections, budget planning, and training
- Formed a partnership with local police as the lead fire investigator for the last 10 years, and filed all required fire reports
- Incident commander of numerous fires, explosions, and other emergencies
- 2013 winner of Chief Michael Maloney 260 Forever "Heroes in Action"
- Fire inspector responsible for the completion of inspections, building permits, and certificates of occupancy in the City of Newburyport while following up for compliance
- Reviewed and approved commercial and residential building plans



- Oversaw the life safety requirements in the building/remodeling of all three schools, Anna Jaques Hospital, and several large apartment complexes
- Partnered with all local departments in the City of Newburyport to ensure public safety
- Assisted the Emergency Management Director with planning for emergencies from natural and manmade disasters
- IC and/or assistant IC to numerous storms on Plum Island
- Original member of the cities Technical Review Committee
- Member of the TSAC Committee
- Participated in Seabrook station drills

**AUGUST 1996 – SEPTEMBER 2000**

**FIREFIGHTER, CITY OF NEWBURYPORT, MA**

- EMT that trained in all aspects of firefighting
- Completed the Flammable Gas Firefighting program in 1997
- Appointed Chairperson of Fire Department Muscular Dystrophy Association in 1997
- Santa Clause Parade Chairperson since 1999
- Board of Director for the Sick Benefit Association
- Editor of Newburyport Fire Department yearbook

**DECEMBER 1993 – AUGUST 1996**

**CALL FIREFIGHTER, CITY OF NEWBURYPORT, MA**

- Member of Ladder Company No. 2
- Completed the Protective Breathing, Search and Rescue Program in 1994

**EDUCATION**

**1988**

**BACHELOR OF SCIENCE IN BUSINESS, SALEM STATE COLLEGE, SALEM, MA**

**1992**

**ASSOCIATES IN FIRE SCIENCE TECHNOLOGY, NORTH SHORE COMMUNITY COLLEGE, DANVERS, MA**

**1996**

**EMERGENCY MEDICAL TECHNICIAN (EMT)**

**CERTIFICATIONS**

- Massachusetts Emergency Management Director Program
- The Fire Officers Academy
- Fire Prevention Officer
- Basic Fire Investigation
- Hazardous Material – First Responder Operational
- Arson Awareness for The First Responder
- Emergency Response to Terrorism: Basic Concepts
- Fire Alarm Course
- Vehicle Extraction: New Technology

## **SKILLS**

- Budget management and organization
- Implementation of fire department policies and procedures
- Incident command and emergency scene operations
- Solution driven leader
- Oral and written communication
- Fire prevention
- Fire laws and regulations
- Code enforcement
- Investigations
- Labor relations/union contracts
- Fleet management
- Supervision

## **ACTIVITIES**

- 20-year co-chair of Santa for Kids
- 14-year treasurer of Fireman's Association
- Past chairman of firefighters Muscular Dystrophy Association
- Past board member of Fireman's Sick Benefit Association
- Member of Restore Our Stadium committee
- Building committee member for World War Memorial Stadium

**Exhibit A: Shared Animal Control Services, Total Program Costs**

<b><u>Estimated Costs</u></b>		
	<b><u>FY2024</u></b>	<b><u>FY2025</u></b>
Animal Control Officer*	61,300	62,986
Assistant ACO	12,500	12,750
Overtime	3,600	3,600
Clothing Allowance	800	825
Building & Grounds	2,000	2,000
Care of Animals	2,750	2,750
Dead Animal Removal	100	100
Fuel/Oil Vehicle	1,500	1,500
Dues/Licenses	100	100
Health Insurance	7,416	7,713
Workers Comp	578	601
FICA (Medicare) Taxes	889	913
<b>Sub-Total Newburyport Costs</b>	<b><u>93,533</u></b>	<b><u>95,838</u></b>
West Newbury Vehicle	2,181	1,963
<b>Sub-Total West Newbury Costs</b>	<b><u>2,181</u></b>	<b><u>1,963</u></b>
<b>Total Program Cost</b>	<b><u>95,714</u></b>	<b><u>97,801</u></b>
<b><u>65/35 split based on actual costs</u></b>		
	<b><u>FY2024</u></b>	<b><u>FY2025</u></b>
<b><u>West Newbury's Share</u></b>		
Direct Costs	2,181	1,963
Assessment (Estimated**)	27,443	32,268
<b>Total West Newbury</b>	<b><u>29,624</u></b>	<b><u>34,230</u></b>
<b>% of Total Program Cost</b>	<b><u>31.0%</u></b>	<b><u>35.0%</u></b>
<b><u>Newburyport's Share</u></b>		
Direct Costs	93,533	95,838
Less: Payment from WNBY	-27,443	-32,268
<b>Total Newburyport</b>	<b><u>66,090</u></b>	<b><u>63,571</u></b>
<b>% of Total Program Cost</b>	<b><u>69.0%</u></b>	<b><u>65.0%</u></b>

\*Current employee is Teamsters Grade F, Hire Date 11/12/2019.

\*\*Newburyport will invoice West Newbury for actual costs incurred as of December 31 and June 30 for all expenses indicated above.

## CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 12, 2023

**AN ORDER TO ACCEPT STATE GRANTS, AND TO APPROVE OR REALLOCATE GAP FUNDING,  
FOR CONSTRUCTION OF THE MARKET LANDING PARK EXPANSION PROJECT**

ORDERED:

**THAT, The CITY COUNCIL of the City of Newburyport** hereby approves the following related actions, for the purpose of timely advancing construction of the Market Landing Park Expansion Project:

**1. Acceptance of State Grant Funding:**

The Council accepts, and authorizes use of, the following state grants in accordance with M.G.L. Chapter 44, Section 53A:

- a. State Grant (*approved*): PARC Grant
  - i. State Agency: Executive Office of Energy and Environmental Affairs (EOEEA), Division of Conservation Services (DCS)
  - ii. Amount (*awarded*): \$400,000
  - iii. Purpose: Construction of Market Landing Park Expansion
- b. State Grant (*pending approval*): MassTrails Grant
  - i. State Agency: Executive Office of Energy and Environmental Affairs (EOEEA), Department of Conservation and Recreation (DCR)
  - ii. Amount (*requested*): \$399,936
  - iii. Purpose: Construction of Market Landing Park Expansion (*use of this grant limited to shared use path, shoulder plazas and related work only through this "corridor" of the larger project*)

**2. Acceptance of Private/Non-Profit Grant:**

The Council accepts, and authorizes use of, the following grant in accordance with M.G.L. Chapter 44, Section 53A:

- a. Grant/Donation (*approved*): Coastal Trails Coalition (CTC)
    - i. Amount (*awarded*): \$10,000
    - ii. Purpose: Construction of Market Landing Park Expansion (*shared use path*)
3. **Reallocation of Culvert Funding to both Culvert and Park Construction:**  
 The Council hereby approves and authorizes a *reallocation* of funding previously approved pursuant to TRAN00139\_11\_01\_2022 (*i.e. a General Fund – Free Cash transfer to the Waterfront Culvert Replacement Project*) such that said funds may be used both for the installation of said culvert, or a portion thereof (*as described in the original transfer*), and for construction of improvements associated with the Market Landing Park Expansion Project.
4. **Appropriation of 5% Construction Contingency:**  
 The Council hereby appropriates \$294,614 from Waterfront Parking Revenues towards construction of the Market Landing Park Expansion Project (*representing a 5% construction contingency*), with any unused funds remaining at the completion of construction to be returned to said account for Waterfront Parking Revenues accordingly.

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Councillor Heather L. Shand

**In City Council June 12, 2023:**

Motion to waive the rules and accept the late files by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

Motion to refer to Ad Hoc on Market Landing Park and COTW by Councillor Shand, seconded by Councillor Preston. Roll call vote 11 yes. Motion passes.



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

**MEMORANDUM**

**TO: Honorable Members of the Newburyport City Council**

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

**CC: Sean R. Reardon, Mayor**  
**Heather L. Shand, City Council President/Chair, Ad Hoc Committee on Market Landing Park Expansion**  
**Ethan Manning, Director of Finance**  
**Andrew Levine, Chief of Staff**

**RE: Market Landing Park Expansion Project**  
**Status Update & Request for Gap Funding to Advance Construction**

**DATE: June 10, 2023**

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As you know, this Department has been overseeing design, funding and other aspects of the long-awaited Market Landing Park Expansion project working with our design team at Sasaki. The purpose of this memorandum is to provide background, context and status updates regarding the Market Landing Park Expansion Project in relation to the associated gap funding Order this report accompanies. This Order, and the attached supplementary/supporting materials will be submitted as a "Late File" for the June 12, 2023 Council Meeting, for timely referral to Committee. Due to crucial timelines associated with the project I respectfully request that this Order be reviewed by the Committee/Council at your earliest convenience, at which time members of the design and project management team can answer related questions you may have.

**Historical Background & Context**

It should go without saying that completion of this project (*in particular the park expansion areas along the water's edge*) represents the culmination of decades of debate about the central waterfront, and important closure and resolution of those debates and uncertainties. Even after establishment of a central boardwalk, lawn and perpendicular walkways to the water's edge, and creation of the Newburyport Waterfront Trust (WFT) to protect these, a substantial investment of time, effort and public funds have been spent to dissolve the former Newburyport Redevelopment Authority (NRA), to transfer land and revenues to the City, to construct a new parking garage to allow for relocation of an expansive central waterfront parking "footprint," and to create a park expansion plan which has broad community consensus for this flagship community space. It is important to remember the longer historical context involved, and the time and resources so many have invested until now to reach a point where decades-old "temporary" gravel parking lots behind the boardwalk can become an expansive arc of waterside park space, with maritime views, for public enjoyment in perpetuity. As such there is an intangible cost to the community should this project be delayed or its outcome remain unclear for years to come.

## **Status Update – From Final Design Through Permitting & Two Rounds of Contractor Bidding**

As you know, the Council approved a final design for the expansion of Market Landing Park on November 1, 2022. Reaching this point, and advancing bid plans for construction earlier this year, involved a lengthy review and approval process by the Council itself (*facilitated through the designated Ad Hoc Committee*) and multiple levels of local and state permitting by the Planning Board, Conservation Commission, Department of Environmental Protection (DEP), Massachusetts Environmental Policy Act (MEPA) and others. Multiple stakeholders and professionals have been engaged in this plan review process throughout, including but not limited to the Waterfront Trust, Harbormaster/Harbor Commission, Parking Clerk, Department of Public Services, Parks Department/Division, Licensed Site Professionals (LSPs), and our design team at Sasaki, which has helped to integrate so many points of input into the detailed plans for permit approvals and construction. Only after these approvals from multiple authorities with overlapping jurisdictions, could Sasaki provide a set of plans suitable for bidding and construction of the project.

Our first round of bidding earlier this year resulted in a higher than anticipated contractor pricing based on Sasaki's pre-bid design estimates. As you may recall, we decided to combine the Market Landing Park Expansion Project with the Market Square Drainage Culvert Replacement Project for the purposes of bidding and contractor mobilization, with the presumption that this would reduce our overall costs, and avoid the construction management problems typically associated with overlapping contractors and construction work areas. Through this first round of bidding, review of the low bid received, and even discussions with all other contractors who reviewed the bid package but did not submit a bid, it became apparent that the drainage culvert scope was driving most of the cost increases we were seeing, particularly the quantities for contaminated soil management involved with such a large pipe traversing through an AUL (Activities and Use Limitation) area, and the concerns and risks associated with installing such a large subsurface pipe tight between two historic buildings approaching Market Square. The attached sketch plan has been updated since you last saw it - with the Culvert funding transfer request last year – to include a few additional notations that are key to understanding our new approach to the integration of these two projects (*one as the primary park project, and the other as a distinct DPS infrastructure project that was recommended for install/burial prior to grade-level park and walkway improvements*).

It is possible that the culvert project itself will cost more than our municipal and consulting engineers originally estimated. Additionally, it is possible that the design approach here will be revised to align the "60%" segment (*see sketch plan*) easterly through the main driveway entrance to the NRA East Lot (*so as to avoid work of significant depth tight between historic building foundations*). As depicted and labeled on the sketch plan, a new drain manhole has been located, and slightly adjusted in its location during our second bid for the park project, so as to allow installation of the culvert segment beneath new park space now, while providing a convenient point of connection for the phased abandonment of an older undersized granite box culvert, with future extension of the new culvert (*abandoning the rest of the granite box culvert at such time*) to Market Square. In the attached sketch plan the old granite box culvert can be seen as a faint grey dashed line type to the left of the new culvert alignment. It is apparent that further adjustments in design and/or alignment for that section, and potentially additional funding, will be necessary to advance the remainder of the culvert installation. However, given that this infrastructure can be installed in two phases, it is not necessary to delay the long-awaited park project while these details of the DPS project are resolved. However, it would make sense to delay constructing the final brick work and surface improvements of Ferry Wharf Way approaching Market Square until the subsurface work in this area is complete. As noted in the sketch, the existing concrete walkway installed by DPS several years ago could remain in place until then.

In response to the high bid received during our first round of bidding, we revised our project plans to reduce the primary/mandatory culvert work, and break the Phase I area into smaller areas (*as "base bid" park expansion along the water's edge and "alternates" for the new perpendicular walkways*) to provide us with options should

contractor bids remain high. Our second round of bidding also resulted in a higher than anticipated contractor prices (*with our reference point being Sasaki's design estimates*). This remained the case for park work, despite our efforts to eliminate the more debatable scope and costs associated with culvert work through the AUL to Market Square. It should be noted here that three higher bids were also received, beyond that of the lowest bid. All four suggest consistency as to increased market prices for the associated construction work. As such, we have been reviewing our pre-bid estimates from Sasaki with the low bid, in order to determine what the primary cost drivers are, and the extent to which our plans could undergo any further "value engineering" to reduce costs. We are still engaged in discussions with the design team, and the low bidder, to flush out these details, but thus far it does not seem likely that any of these minor adjustments (*even in combination*) would result in a substantial reduction to the scope of work or contractor costs. As you know, we already broke the larger project into three phases (*i.e. park areas, parking lot upgrades, and visitor center/restrooms, respectively*), and during round two of bidding we isolated the two new perpendicular walkaways as secondary bid "alternates" that could be postponed should bid prices come in high again.

### **Budget Overview, Available Options, Related Considerations & Next Steps**

Based on the above information, it is unlikely that we would see a substantial reduction in construction costs if the current bids were to be rejected in favor of further design changes and relatively minor "value engineering" adjustments prior to another bid round. And although there continues to be speculation as to whether, and when, changes in the economy may result in better prices, it is a risky proposition to anticipate that favorable trajectory for market prices, recognizing the typical pattern of inflation and cost increases over time. These inflationary costs are typically represented as an "escalation contingency" in design estimates during early design, in advance of bidding. It should be noted here that further design changes would require scope increases and contract extensions (*i.e. costs to the City*) associated with work by the design team beyond what has already been funded, and for which services have already been rendered. These cost drivers must be considered as part of the larger financial picture. The main point here being that unless substantial changes are involved, further value engineering to attempt another bid may not in fact produce better contractor bids in the end. Notwithstanding the foregoing, we have identified a few areas where smaller adjustments could be made via change orders at the outset of bid award and construction startup, to reduce our project costs as much as is reasonably feasible. This includes, but is not limited to, those listed here, which have thus far been identified by the design and project management team:

1. Minor adjustments to irrigation system – stubs/reductions at certain landscape planting beds
2. Minor adjustments to screening fences to be installed around raised electrical transformers
3. Potential National Grid assistance with pull boxes and concrete transformer pads
4. Reduction in initial planting sizes (e.g. 1 gal shrub vs. 2 gal. shrub)
5. Reduction in planting warranty periods (trees and/or shrubs, with ongoing watering/maintenance by the City/WFT immediately following construction)
6. Asphaltic Subbase in lieu of Concrete Base (beneath new brick walkways/plaza/shoulder pavers)
7. Direct drilling of new water line vs. trench/excavation work

Other potential changes (*cost reductions to be taken in total*) are still being considered. These could be achieved through one or more Change Orders with the contractor once a base contract is executed. The final cumulative number (*total cost reductions/savings*) would be confirmed at that time. As such, I would not recommend reducing the 5% construction contingency to be addressed through the associated Order at this time, but rather that any unused funds be returned to Waterfront Parking Revenues upon completion of the project as noted.

Pending Council approval of the associated Order, and thus our ability to proceed with a contract for the low bid, we intend to pursue the above, and any other similar adjustments for cost savings to the extent feasible, in coordination with the contractor. And while it may be possible to reduce the overall project cost by say \$100-200K



(maximum ballpark at this time), it is still important to have a reasonable (i.e. 5% minimum) construction contingency available at the time of contract execution, in order to avoid additional costs that would otherwise be created by the delays to our contractor associated with awaiting Council action later (i.e. committee referrals, etc.) during the middle of construction.

In light of this context regarding the potential for cost reductions by further “value engineering,” we must now consider whether impacts to the timeline of this project (necessary to delay or rebid the project, or to make substantial design changes) would adversely impact the project budget. This is where two state grants we have applied for come into key consideration, as combined they represent an order of magnitude notably higher than any cumulative “value engineering” design adjustments we believe would be feasible without jeopardizing the scope and quality of this project.

The below table provides a summary of the current construction phase costs, and funding that has been appropriated for the project. Also noted here are the specific actions requested of the Council now, as outlined in the accompanying omnibus Order, to address gap funding to advance construction at this time, and in light of the crucial timeline associated with access to and use of significant state funding.

Project Costs for Construction	
<i>(as outlined herein, not including design, permitting, bidding costs to date)</i>	
Base Bid (Onyx)	\$5,590,000
Construction Contingency (5%)	\$279,500
Construction Administration (Sasaki)	\$220,575
<b>TOTAL</b>	<b>\$6,090,075</b>

Funding Sources Available for Construction	
<i>(as outlined herein, with pending grant award and Council actions from the accompanying Order as noted)</i>	
CPA Bond	\$3,000,000
CPA FY22	\$250,000
Herman Roy Trust Fund	\$1,000,000
Grant - Coastal Trails Coalition (CTC) (awarded)*	\$10,000
Grant – MA EOEEA DCS PARC (awarded)*	\$400,000
Grant – MA EOEEA DCR MassTrails (pending)*	\$399,936
Council/WFT Appropriations - Temporary Power	\$80,000
Council Appropriation – Market Sq. Culvert**	\$655,525
Waterfront Parking Revenues***	\$294,614
<b>TOTAL</b>	<b>\$6,090,075</b>

Footnotes to Tables Above:

- \* The associated Order includes acceptance of these three outside grants/donations. Both state grants must be used within FY’24. Technically a prior Council Order approved acceptance of the PARC grant, but it is included again here for consistency and comprehensiveness, particularly in the context of the current request for timely gap funding. While not yet officially announced, we anticipate state approval shortly for the MassTrails grant request.
- \*\* The associated Order would reallocate approximately 60% of the previously approved culvert funding/scope to the park project, as outlined here and in the attached sketch.
- \*\*\* The associated Order would allocate funding necessary to ensure a 5% construction contingency until the work is complete, with all remaining funds to be returned to said account. Pursuant to the Special Act for NRA dissolution, these parking revenues from the NRA East and West lots can only be used for construction and/or maintenance of the expanded park. The current account balance is approximately \$505,489, with approximately \$215,251 in revenues from the prior fiscal year. As such the appropriation for construction here is not likely to have any adverse impact on the remaining account balance or revenues required to maintain the expanded park after construction.

The accompanying Order will provide the gap funding necessary to complete construction of primary park space along the water’s edge, and the connecting shared use path “spine,” from our Phase I plan approved by the Council. And while I don’t think anyone would indicate pleasure with higher than anticipated contractor bids, this is not entirely unusual, both pre- and post-pandemic in particular (consider for instance supplemental funding

recently appropriated for the Cutter/West End Fire Station project). Incidentally, when discussing our grant, project status and timeline with the PARC grant Administrator this week, she indicated that this pattern of higher bids was being seen by other municipalities across the spectrum of projects they have provided FY'24 funding for. And while we might debate the ability and responsibility of Sasaki's cost estimators to anticipate substantial cost increases (whether pre- or post-pandemic) the market forces "are what they are," and I remain skeptical about relying on potential future bid rounds or mobilizations of a contractor, to provide an overall reduction in project costs to the City significant enough to justify walking away from \$800K in state funding available only for use within FY'24. I have asked whether any extension of the grant timelines would be possible, and for both PARC and MassTrails this is not an option. Additionally, I should note that cancelling our use of these state grants in FY'24 may have adverse implications for future grant applications associated with this, or similar, projects from Newburyport.

Recognizing the need for late summer/fall 2023 construction work to ensure that a spring (*i.e.* FY') 2024 completion remains feasible for the project, DCS expected contract execution by June 30, 2023, just a few weeks away. I have confirmed that we can delay execution of a construction contract for a few more weeks, but extending that timeframe further is problematic and may put our access to PARC grant funds for this project in jeopardy. Please note that in either event, both state grants applicable to this project must be used and reimbursed prior to June 30, 2024 (*including a site visit to inspect the completed work and new public facilities created*). Waiting to engage and mobilize a contractor makes that timeline progressively more difficult to achieve, even from a practical perspective.

### **Conclusion**

The design and project management team will be available for Committee/Council review of this request, and any related questions you may have. It is my intention with this memorandum to provide you as comprehensive an update on status, project details and context necessary to make a timely decision in any event, and regardless of the outcome of such vote. As noted herein, overlapping consideration of multiple factors and variables, including but not limited to timely contractor bids and the constraints associated with state grants awarded specifically for this project to be constructed in FY'24, suggest that the attached Order (*and the path forward it represents*) should be presented to the Council forthwith, and that a decision on how to proceed should be made as soon as possible.

Thank you in advance for your consideration. As noted in my introductory comments above, while no one would express enthusiasm for higher than anticipated construction costs, I do believe (*in the context of, and with full consideration for, the various factors involved*) that approval of the attached Order and construction of primary park space in FY'24 would be the best course of action for the City at this time.



# Existing Conditions



AREAS OF INTEGRATION

Waterfront Trust

Waterfront Trust

AREAS OF INTEGRATION

NRA Parcel - West

Waterfront Trust

AREAS OF INTEGRATION

NRA Parcel - East

Waterfront Trust



# Proposed Plan



Somersby  
Sculpture  
Plaza

Drop Off  
Area

Seating  
Area

Embayment

West  
Embayment  
Plaza

Shared Use Path

Harbormaster  
Entry Drive

Harbormaster

Somersby Way

West Lot

Central Wharf Way

Stage  
Newburyport  
Waterfront Trust  
Property  
*Existing to remain*

Ferry Wharf Plaza

East Lot

Custom House Way

Visitors Center +  
Restrooms

Upper Railroad Way

Lower Railroad Way

Deliveries+  
Dumpster  
Enclosure

Ferry Wharf Way

Custom  
House

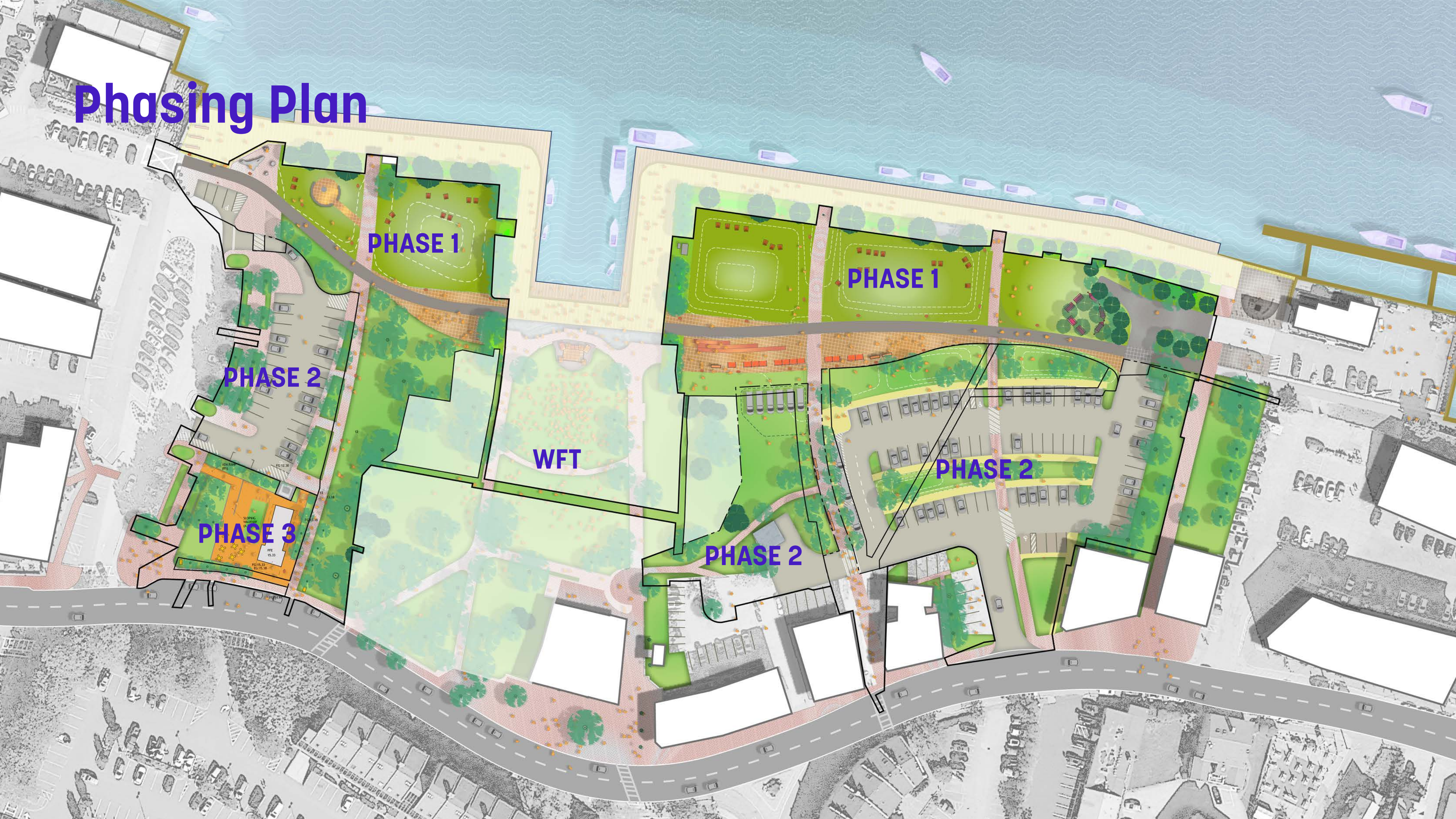
Fire  
House

0 25 50 100 ft





# Phasing Plan



PHASE 1

PHASE 1

PHASE 2

WFT

PHASE 2

PHASE 3

PHASE 2



# Phase 1 with Interim Parking Layout

Interim conditions until Phase 2 parking areas are complete



	NRA East	NRA West	WFT	Total
2021 Parking Count (after 2019 interim lawn installation)	126 (4 HP Spaces)	65 (3 HP Spaces)	54 (3 HP Spaces)	245
Parking Count Phase 1 (after Market Landing Park Expansion Phase 1)	80 (1 HP Spaces)	33 (1 HP Spaces)	54 (3 HP Spaces)	167
Total Proposed Parking Count	75 (3 ADA)	35 (2 ADA, 2 EV)	54 (3 HP Spaces)	164



# Revised Alternates

MERRIMACK RIVER

**BASE BID  
WATERFRONT PARK EAST+CULVERT  
CONNECTION TO EXISTING**

**BASE BID  
WATERFRONT  
PARK WEST**

MERRIMACK RIVER

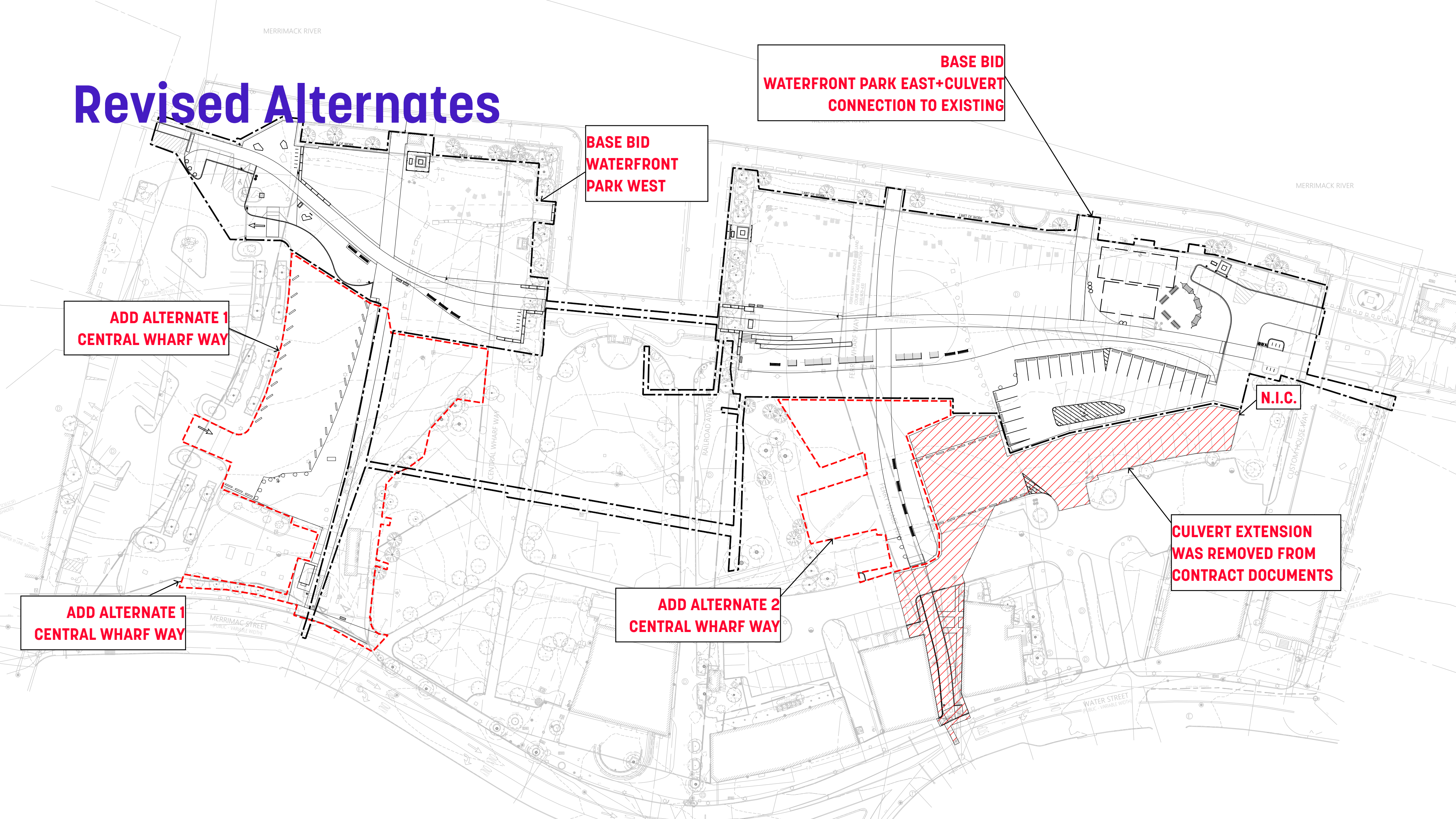
**ADD ALTERNATE 1  
CENTRAL WHARF WAY**

**N.I.C.**

**CULVERT EXTENSION  
WAS REMOVED FROM  
CONTRACT DOCUMENTS**

**ADD ALTERNATE 1  
CENTRAL WHARF WAY**

**ADD ALTERNATE 2  
CENTRAL WHARF WAY**





# Revised Phasing Plan

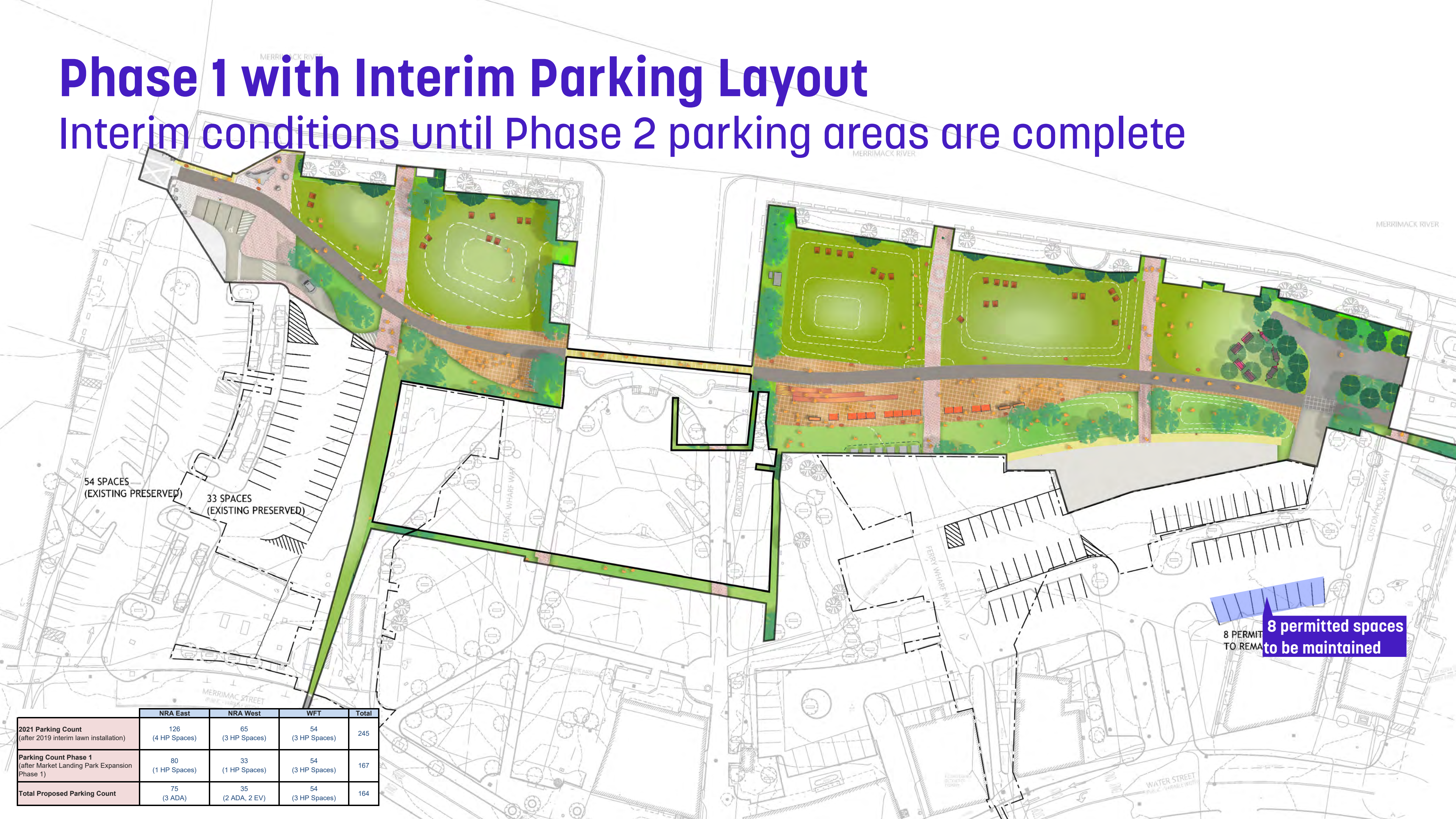


Prior to Phase 2 construction, geotechnical investigations should be completed in this area to inform the culvert extension work.



# Phase 1 with Interim Parking Layout

Interim conditions until Phase 2 parking areas are complete



54 SPACES  
(EXISTING PRESERVED)

33 SPACES  
(EXISTING PRESERVED)

8 PERMITTED  
TO REMAIN  
**8 permitted spaces  
to be maintained**

	NRA East	NRA West	WFT	Total
<b>2021 Parking Count</b> (after 2019 interim lawn installation)	126 (4 HP Spaces)	65 (3 HP Spaces)	54 (3 HP Spaces)	245
<b>Parking Count Phase 1</b> (after Market Landing Park Expansion Phase 1)	80 (1 HP Spaces)	33 (1 HP Spaces)	54 (3 HP Spaces)	167
<b>Total Proposed Parking Count</b>	75 (3 ADA)	35 (2 ADA, 2 EV)	54 (3 HP Spaces)	164



Market Landing Park  
Expansion Project

&

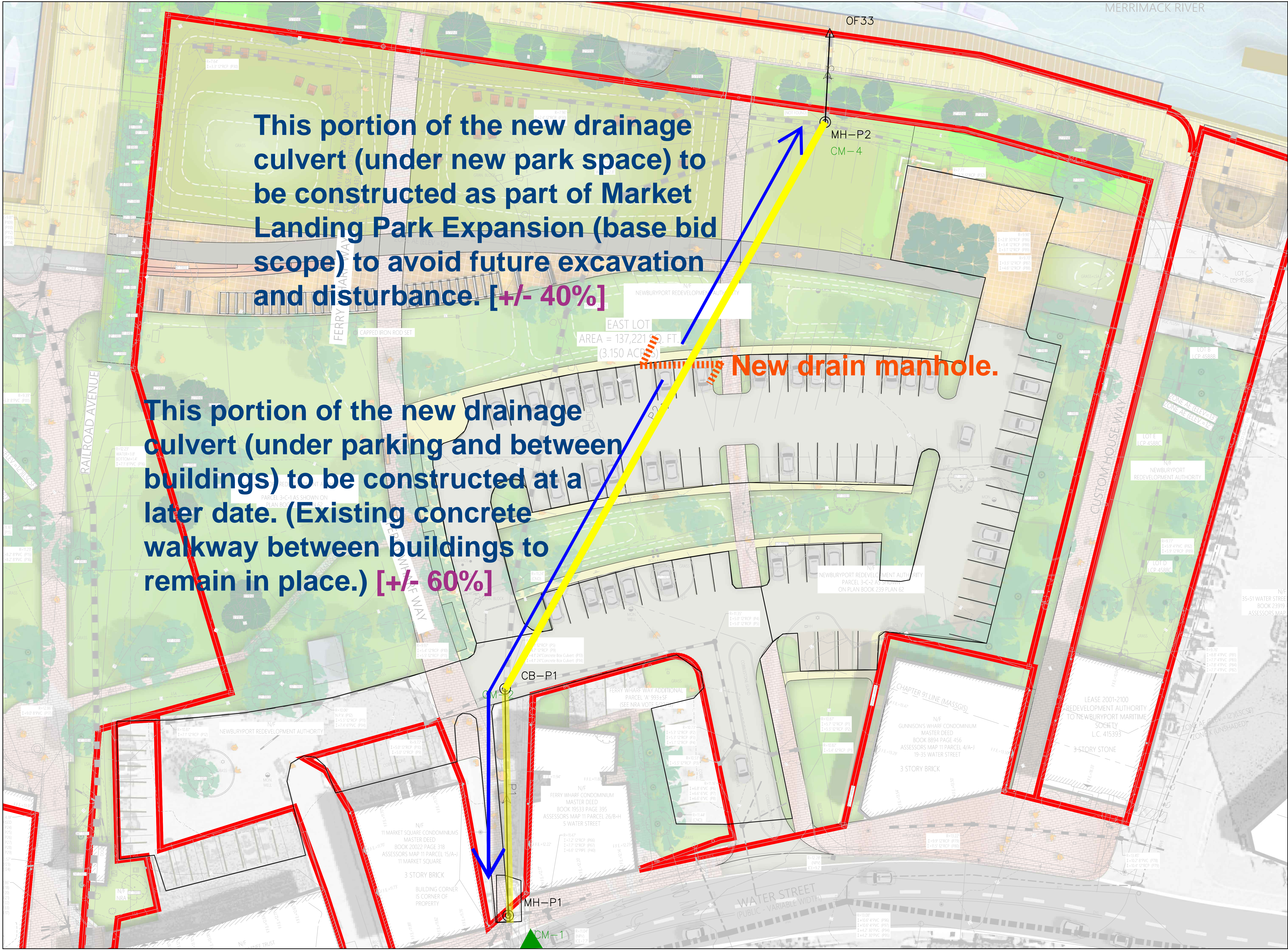
Market Square  
Drainage Culvert  
Replacement Project

Sketch to Accompany  
Update to City Council,  
Memorandum Date 6/10/2023

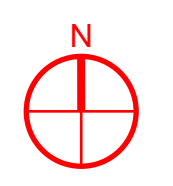
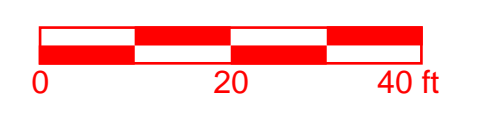
This portion of the new drainage culvert (under new park space) to be constructed as part of Market Landing Park Expansion (base bid scope) to avoid future excavation and disturbance. [+/- 40%]

This portion of the new drainage culvert (under parking and between buildings) to be constructed at a later date. (Existing concrete walkway between buildings to remain in place.) [+/- 60%]

New drain manhole.



Market Landing Park  
Drainage Sketch  
Sasaki  
3/17/22  
1" = 20'





# **CONSENT AGENDA**

# CITY COUNCIL MEETING

## MINUTES

June 12, 2023 7:00 pm

City Council Chambers, City Hall

60 Pleasant Street, Newburyport

\*\*\*\*\*

Zoom details for City Council Meeting:

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

Or One tap mobile:

US: +19292056099,81299990548#

Or Telephone US: +1 929 205 6099

Webinar ID: 812 9999 0548

### 1. MOMENT OF SILENCE

### 2. PLEDGE OF ALLEGIANCE

**CALL TO ORDER** 7:00 pm City Clerk Richard B. Jones called the role, the following City Councillors answered present: Wallace, Wright, Zeid, Cameron, Donahue, Lane, McCauley, Preston, Vogel, and Shand. 10 present (3 remote: BL, JM, BV), 1 absent (AK). Councillor Khan present at 7:05 pm.

### 3. LATE FILE

- COMM00492\_06\_12\_2023 Letter from Ashley Morton Comtois & Zach Comtois-Port Vida
- ORDR00470\_06\_12\_2023 Market Landing Park Gap Funding for Construction

Motion to waive the rules and accept the late files by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

### 4. PUBLIC COMMENT

Rick Taintor	10 Dexter St.
Owen Smith	175 Storey Ave.
Zach Comtois	32 Water St.
Nicholas Metcalf	27 Fair St.
Bonnie Sontag	21 Smith St.
Ben Iacono	4 Hallisey Dr.

### 5. MAYOR'S COMMENT

## CONSENT AGENDA

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

### 6. APPROVAL OF MINUTES

- May 22, 2023 (Approve)

### 7. COMMUNICATIONS

- APPL00142\_06\_12\_2023 Port Vida Outdoor Dining Application
- APPL00143\_06\_12\_2023 Block Party 10 Tyng St. June 16th 5:00pm
- APPL00144\_06\_12\_2023 Greek Church Food Festival July 28th-30th 11am-9pm (L&P)
- COMM00487\_06\_12\_2023 Firefighters of Local 827 "Fill the Boot Drive" August 3, 4, & 5 10am-4pm
- COMM00488\_06\_12\_2023 Memo Annual City Audit FY2022 Financial Statements (B&F)
- COMM00489\_06\_12\_2023 Acting Head Librarian Jessica Atherton (CS)
- COMM00490\_06\_12\_2023 Bike Feasibility: Locations, Estimate, (CS)  
March's Hill Bike Park Concept Plan, & Study
- COMM00491\_06\_12\_2023 Letter from Owen Smith re: Tree Warden

## 8. TRANSFERS

- TRAN00159\_06\_12\_2023 Harbormaster: Harbormaster Retained Earnings \$15K to HBR Assistant Harbormasters \$12,5000, HBR Cashman Park Attendants \$2K, & HBR PI Parking Lot Attendants \$500 (B&F)
- TRAN00160\_06\_12\_2023 Police: POL Fuel/Oil Vehicle(s) \$2,500, POL Office Supplies \$2,500, & POL Ammunition/Weapons \$5,300 to POL Maint-Building \$10,300 (B&F)
- TRAN00161\_06\_12\_2023 Mayor: ASR Appraisal System \$7K and HLH Sal Public Health Nurse \$10,758.24 Multiple (see attached) \$17,758.24 (B&F)

## 9. APPOINTMENTS

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

### BUDGET & FINANCE

- TRAN00154\_05\_22\_2023 DPS: General Fund-Free Cash \$253,294.14 & Snow & Ice-Labor \$17,840.72 to Snow & Ice-Expenses \$271,134.86
- TRAN00155\_05\_22\_2023 Health Insurance: General Fund-Free Cash \$61,195 to Health Insurance Premiums \$61,195
- TRAN00156\_05\_22\_2023 Fire Dept: FIR Dues & Memberships \$1,291.54 to Emergency Mgmt. Coordinator \$922.58 & Emergency Mgmt. Deputy Coordinator \$368.96
- TRAN00157\_05\_22\_2023 Police: POL Fuel/Oil Vehicle \$8K, POL Misc. Supplies \$2K, & POL MIS/Comm. \$2K to POL Maint-Equipment \$12K
- TRAN00158\_05\_22\_2023 Library: LIB Salary Librarian \$7K & LIB Salaries Staff \$13K to LIB Purchase Books \$3K, LIB Heat/Electricity \$12K, & LIB Maint-Equipment \$5K
- ORDR00451\_05\_08\_2023 PEG Center Gift Acceptance
- ORDR00457\_05\_22\_2023 FY24 Revolving Funds Spending Limits

### GENERAL GOVERNMENT

- APPT00390\_04\_24\_2023 Caitlin Haire 43 Prospect St. Board of Registrars 5/1/2026
- APPT00406\_05\_22\_2023 Murphy Hesse Toomey & Lehane LLP City Solicitor 7/1/2023-1/31/2024  
50 Braintree Hill Office Park Suite 410 Braintree MA 02184

### LICENSES & PERMITS

- APPL00140\_05\_22\_2023 Block Party 51 Prospect St. August 3rd 6:30pm
- APPL00141\_05\_22\_2023 Block Party 14 Dove St. August 5th 5:30pm-10pm

### PUBLIC WORKS & SAFETY

- APPT00399\_05\_08\_2023 Brett Carrier 231 Middle Rd. Byfield Asst Hrbrmstr/Shlfsh Cnstbl/SpPO 6/1/2026
- APPT00400\_05\_08\_2023 Robert Dow 185 Storey Ave Harbor Comm. 6/1/2026
- APPT00404\_05\_08\_2023 *Re-appointment* James Knapp 24 Cutting Dr. Harbor Comm. 6/1/2026
- APPT00405\_05\_22\_2023 Ronald Thurlow 28 Hancock St. Harbor Comm. 6/1/2026
- COMM00456\_12\_12\_2022 Letters re: Curb Cut 4 Wilkinson Dr. & 34 Hale St.
- ORDR00454\_05\_08\_2023 Storey Avenue bicycle lane
- ORDR00458\_05\_22\_2023 Hale Street Resolution
- COMM00483\_05\_08\_2023 Residential HP App 12 Merrill St.

### END OF CONSENT AGENDA

- APPL00143\_06\_12\_2023 Block Party 10 Tyng St. June 16th 5:00pm  
Removed from the Consent Agenda at the request of Councillor.
- APPL00143\_06\_12\_2023 Block Party 10 Tyng St. June 16th 5:00pm

- COMM00487\_06\_12\_2023 Firefighters of Local 827 "Fill the Boot Drive" August 3, 4, & 5 10am-4pm
  - COMM00491\_06\_12\_2023 Letter from Owen Smith re: Tree Warden
- Removed from the Consent Agenda by Councillor Wallace.

Motion to accept the Consent Agenda as amended by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

## REGULAR AGENDA

### 9. MAYOR'S UPDATE

Motion to receive and file by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

### 10. FIRST READING APPOINTMENTS

### 11. COMMUNICATIONS

- APPL00142\_06\_12\_2023 Port Vida Outdoor Dining Application  
Motion to refer to License & Permits by Councillor Wallace, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 recused (BV). Motion passes.
- APPL00143\_06\_12\_2023 Block Party 10 Tyng St. June 16th 5:00pm  
Motion to waive the rules, declare an emergency, and approve by Councillor Donahue, seconded by Councillor Zeid. Roll call vote. Motion passes.
- COMM00487\_06\_12\_2023 Firefighters of Local 827 "Fill the Boot Drive" August 3, 4, & 5 10am-4pm  
Motion to refer to License & Permits by Councillor Wallace, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 recused (BV). Motion passes.
- COMM00491\_06\_12\_2023 Letter from Owen Smith re: Tree Warden  
Motion to refer to General Government by Councillor Wallace, seconded by Councillor Wright. Roll call vote. 10 yes, 1 no (SZ). Motion passes
- COMM00492\_06\_12\_2023 Letter from Ashley Morton Comtois & Zach Comtois-Port Vida  
Motion to refer to License & Permits by Councillor Wallace, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 recused (BV). Motion passes.

### 12. TRANSFERS

### 13. SECOND READING APPOINTMENTS

### 14. ORDERS

- ORDR00459\_06\_12\_2023 Opioid Stabilization Fund
- ORDR00460\_06\_12\_2023 Water Sewer Rate
- ORDR00461\_06\_12\_2023 Port Parks Alliance Gift Acceptance \$1,013.65
- ORDR00462\_06\_12\_2023 Anna Jaques Newburyport Pride Gift Acceptance \$2,000
- ORDR00463\_06\_12\_2023 Belleville Improvement Society Gift Acceptance \$4,700
- ORDR00464\_06\_12\_2023 Friends of Newburyport Youth Services Gift Acceptance \$23,200
- ORDR00465\_06\_12\_2023 Inclusive Playground Gift Acceptance \$8,867.86
- ORDR00466\_06\_12\_2023 Children's Health Care Gift Acceptance \$12,500
- ORDR00467\_06\_12\_2023 Parking Enforcement Officers Teamster's Union Local 170 Contract  
Motion to collectively refer ORDR00459, ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466, and ORDR00467 to Budget & Finance, and ORDR00460 to Budget & Finance & COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.
- ORDR00468\_06\_12\_2023 Wheelabrator North Andover Contract  
Motion to refer to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 11yes. Motion passes.
- ORDR00469\_06\_12\_2023 Handicapped Space - 12 Merrill Street

Motion to refer to Public Works & Safety by Councillor Wallace, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

- **ORDR00470\_06\_12\_2023** Market Landing Park Gap Funding for Construction

Motion to refer to Ad Hoc on Market Landing Park and COTW by Councillor Shand, seconded by Councillor Preston. Roll call vote 11 yes. Motion passes.

## 15. ORDINANCES

- **ODNC00150\_05\_08\_2023** 2<sup>nd</sup> reading Amend Municipal Fees Street Permits and Employee Permits (COTW)  
Motion to approve on 2<sup>nd</sup> reading by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 8yes, 3 no (SZ, JD, BL). Motion passes.

- **ODNC00151\_05\_08\_2023** 2<sup>nd</sup> reading Amend Ch 13-180 Residential Permits (COTW)  
Motion to approve on 2<sup>nd</sup> reading by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

- **ODNC00153\_05\_08\_2023** 2<sup>nd</sup> reading Amend Ch 13-166 Anti-Shuffling (COTW)  
Motion to approve on 2<sup>nd</sup> reading by Councillor Cameron, seconded by Councillor Khan. Roll call vote. 6 yes, 5 no (SZ, JD, BL, CP, BV). Motion passes.

- **ODNC00156\_06\_12\_2023** Amend Ch 13-168 Parking Restriction Fair St.  
Motion to refer to Public Work & Safety by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

- **ODNC00157\_06\_12\_2023** Public Art Policy  
Motion to refer to Community Services and COTW by Councillor Preston, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.

## 16. COMMITTEE ITEMS

### Budget & Finance

#### *In Committee:*

- **TRAN00154\_05\_22\_2023** **DPS: General Fund-Free Cash \$253,294.14 & Snow & Ice-Labor \$17,840.72 to Snow & Ice-Expenses \$271,134.86**

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

- **TRAN00155\_05\_22\_2023** **Health Insurance: General Fund-Free Cash \$61,195 to Health Insurance Premiums \$61,195**

Motion to approve collectively TRAN00155, TRAN00156, TRAN00157, and TRAN00158 by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.

- **TRAN00156\_05\_22\_2023** **Fire Dept: FIR Dues & Memberships \$1,291.54 to Emergency Mgmt. Coordinator \$922.58 & Emergency Mgmt. Deputy Coordinator \$368.96**

Motion to approve collectively TRAN00155, TRAN00156, TRAN00157, and TRAN00158 by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.

- **TRAN00157\_05\_22\_2023** **Police: POL Fuel/Oil Vehicle \$8K, POL Misc. Supplies \$2K, & POL MIS/Comm. \$2K to POL Maint-Equipment \$12K**

Motion to approve collectively TRAN00155, TRAN00156, TRAN00157, and TRAN00158 by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.

- **TRAN00158\_05\_22\_2023** **Library: LIB Salary Librarian \$7K & LIB Salaries Staff \$13K to LIB Purchase Books \$3K, LIB Heat/Electricity \$12K, & LIB Maint-Equipment \$5K**

Motion to approve collectively TRAN00155, TRAN00156, TRAN00157, and TRAN00158 by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.

- **ORDR00451\_05\_08\_2023** **PEG Center Gift Acceptance**

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

- **ORDR00457\_05\_22\_2023** **FY24 Revolving Funds Spending Limits**

Motion to approve as amended in committee to adjust the FY2024 Spending Limit on Recreational Services \$550,00 no change from FY2023 by Councillor Zeid, seconded by Councillor Wright. Councillor Zeid Roll call vote. 11 yes. Motion passes.

- **ODNC00129\_11\_01\_2022** Defining Conflict Rule for Dept. Heads (COTW)

- ORDR00336\_03\_28\_2022 ARPA Amesbury 250K (COTW)
- ORDR00452\_05\_08\_2023 FY2024 Budget Order (COTW)
- ORDR00453\_05\_08\_2023 FY2024-2028 Capital Improvement Program (COTW)
- TRAN00153\_05\_08\_2023 Mayor: Multiple \$3,483,773 to Multiple \$3,483,773 (COTW)

## Community Services

### *In Committee:*

- COMM00474\_04\_10\_2023 Newburyport Public Art Policy
- ORDR00455\_05\_08\_2023 ACO Intermunicipal Agreement

## General Government

### *In Committee:*

- **APPT00390 04 24 2023 Caitlin Haire 43 Prospect St. Board of Registrars 5/1/2026**  
Motion to approve by Councillor Shand, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.
- **APPT00406 05 22 2023 Murphy Hesse Toomey & Lehane LLP City Solicitor 7/1/2023-1/31/2024 50 Braintree Hill Office Park Suite 410 Braintree MA 02184**  
Motion to approve by Councillor Shand, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.
- APPT00402\_05\_08\_2023 Steven Wallace 20 Allen St Waterfront Trust 6/1/2026
- COMM00461\_02\_27\_2023 Brown School Gymnasium Considerations (COTW)
- COMM00468\_03\_13\_2023 Brown School Proposal (COTW)
- ODNC00146\_03\_13\_2023 Amend Ch 2-34 Responsibilities of Committee on Community Services
- ORDR239\_02\_8\_2021 Council Rule 7 and 10B

## Licenses & Permits

### *In Committee:*

- **APPL00140 05 22 2023 Block Party 51 Prospect St. August 3rd 6:30pm**  
Motion to approve collectively APPL00140 and APPL00141 by Councillor Vogel, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.
- **APPL00141 05 22 2023 Block Party 14 Dove St. August 5th 5:30pm-10pm**  
Motion to approve collectively APPL00140 and APPL00141 by Councillor Vogel, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.
- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules

## Planning & Development

### *In Committee:*

- APPT00404\_05\_22\_2023 Edward Noymer 8 Lucey Dr. Historical Comm. 6/1/2026
- COMM00486\_05\_22\_2023 Newburyport Comprehensive Economic Development Strategy
- ODNC00141\_02\_27\_2023 Zoning Amendment STRU (COTW)

## Public Works & Safety

### *In Committee:*

- **APPT00399 05 08 2023 Brett Carrier 231 Middle Rd. Byfield Asst Hbrmstr/ShlfshCnstbl/SpPO 6/1/2026**  
Motion to approve by Councillor Wallace, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.
- **APPT00400 05 08 2023 Robert Dow 185 Storey Ave Harbor Comm. 6/1/2026**  
Motion to approve by Councillor Wallace, seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes.
- **APPT00404 05 08 2023 Re-appointment James Knapp 24 Cutting Dr. Harbor Comm. 6/1/2026**  
Motion to approve by Councillor Wallace, seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes.
- **APPT00405 05 22 2023 Ronald Thurlow 28 Hancock St. Harbor Comm. 6/1/2026**  
Motion to approve by Councillor Wallace, seconded by Councillor Donahue. Roll call vote. 11 yes. Motion passes.
- **COMM00456 12 12 2022 Letters re: Curb Cut 4 Wilkinson Dr. & 34 Hale St.**  
Motion to receive and file by Councillor Wallace, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.
- **ORDR00454 05 08 2023 Storey Avenue bicycle lane**



Motion to approve by Councillor Wallace, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.

- **ORDR00458\_05\_22\_2023      Hale Street Resolution**

Motion to approve by Councillor Wallace, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

- **COMM00483\_05\_08\_2023      Residential HP App 12 Merrill St.**

Motion to refer back to Public Works & Safety by Councillor Wallace, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.

- COMM00412\_05\_31\_2022      Ltr Ann Jaroncyk re: Traffic Safety
- COMM00414\_05\_31\_2022      Ltr. Emily Dunn re: Traffic on Merrimac Street
- COMM00459\_01\_30\_2023      Ltr. Residents concerned with speeding on Arlington St.
- COMM00462\_02\_27\_2023      Ltr. From Kathleen O'Connor Ives re: drinking water concerns
- COMM00479\_04\_24\_2023      Ward 4 Street Sidewalk Traffic Safety Priorities
- COMM00480\_04\_24\_2023      Merrimac St. Safety Items
- COMM00482\_04\_24\_2023      Constructions projects at the Central Waterfront
- ODNC00103\_01\_10\_2022      Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- ODNC00152\_05\_08\_2023      Amend Ch 13-181 Municipal Parking Facilities (COTW)
- ORDR00449\_04\_24\_2023      Approving Shared Streets Grant, High Street Traffic Calming

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

## **18. ADJOURNMENT**

Motion to adjourn at 8:41 pm by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

# COMMUNICATIONS

# 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:** Walk Against Domestic Violence

Date: Sunday, October 1, 2023 \_\_\_\_\_ Time: from 8:00 a.m. \_\_\_\_\_ to 11:00 a.m. \_\_\_\_\_

Rain Date: Walk rain or shine \_\_\_\_\_ Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location\*: Start/end at Newburyport Waterfront Park - 36 Merrimac St, Newburyport, MA 01950

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

3. Description of Property: Newburyport Waterfront, 36 Merrimac St, Newburyport, MA 01950 Park, 3.1 mile walk  
Public  Private \_\_\_\_\_

4. Name of Organizer: Jeanne Geiger Crisis Center \_\_\_\_\_ City Sponsored Event: Yes \_\_\_\_\_ No  \_\_\_\_\_

Contact Person: Kelly Majewski

Address: 2 Harris St. Newburyport, MA, 0195 Telephone: (978) 465-0999 E-Mail: kmajewski@jeannegeiger.org

Cell Phone: (978) 764-8162 \_\_\_\_\_

Day of Event Contact & Phone: Kelly Majewski - 978-764-8162

5. Number of Attendees Expected: 200-400 \_\_\_\_\_

6. MA Tax Number: 22-2474823 \_\_\_\_\_

7. Is the Event Being Advertised? Yes \_\_\_\_\_ Where? Online (social media, email blasts) postcards, press release  
Jeanne Geiger Website also on chambers of commerce

8. What Age Group is the Event Targeted to? All ages \_\_\_\_\_

9. Have You Notified Neighborhood Groups or Abutters? Yes  No \_\_\_\_\_, Who? Applying or permit with  
Waterfront Park & Rec

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

A. Vending\*: Food \_\_\_\_\_ Beverages \_\_\_\_\_ Alcohol \_\_\_\_\_ Goods \_\_\_\_\_ Total # of Vendors 0

\*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? N/A \_\_\_\_\_
- b) How many recycling receptacles will you be providing? N/A \_\_\_\_\_
- c) Will you be contracting for disposal of : **Trash** Yes \_\_\_\_\_ No X\_\_\_\_\_ **Recycling** Yes \_\_\_\_\_ No X\_\_\_\_\_
  - 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 Existing barrels will suffice \_\_\_\_\_
- 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: N/A, We will provide extra toilet paper for public restrooms as we have done in the past

# FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE \_\_\_\_\_

ROAD RACE \_\_\_\_\_

WALKATHON X \_\_\_\_\_

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

\_\_\_\_\_

2. Name, Address & Daytime Phone Number of Organizer: 32<sup>nd</sup> Annual Walk Against Domestic Violence \_\_\_\_\_

\_\_\_\_\_

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

Jeanne Geiger Crisis Center (Kelly Majewski (978) 764-8162) 2 Harris St., Newburyport, MA, 01950

\_\_\_\_\_

4. Date of Event: Sunday, October 1, 2023 \_\_\_\_\_ Expected Number of Participants: 200-400 people \_\_\_\_\_

5. Start Time: 8:00 a.m. \_\_\_\_\_ Expected End Time: 11:00 a.m. \_\_\_\_\_

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

7. Locations of Water Stops (if any): \_\_\_\_\_

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

9. Formation Location & Time for Participants: Waterfront Park 8:00 a.m. registration, 9:00 a.m. start time.

10. Dismissal Location & Time for Participants: Route ends at Waterfront Park between 10:00 a.m. and 11:00 a.m. \_\_\_\_\_

11. Additional Parade Information:

• Number of Floats: N/A \_\_\_\_\_

• Locations of Viewing Stations: N/A \_\_\_\_\_

• Are Weapons Being Carried: Yes \_\_\_\_\_ No X \_\_\_\_\_

• Are Marshalls Being Assigned to Keep Parade Moving: Yes X \_\_\_\_\_ 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] APD 6/15/23 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.

<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.**

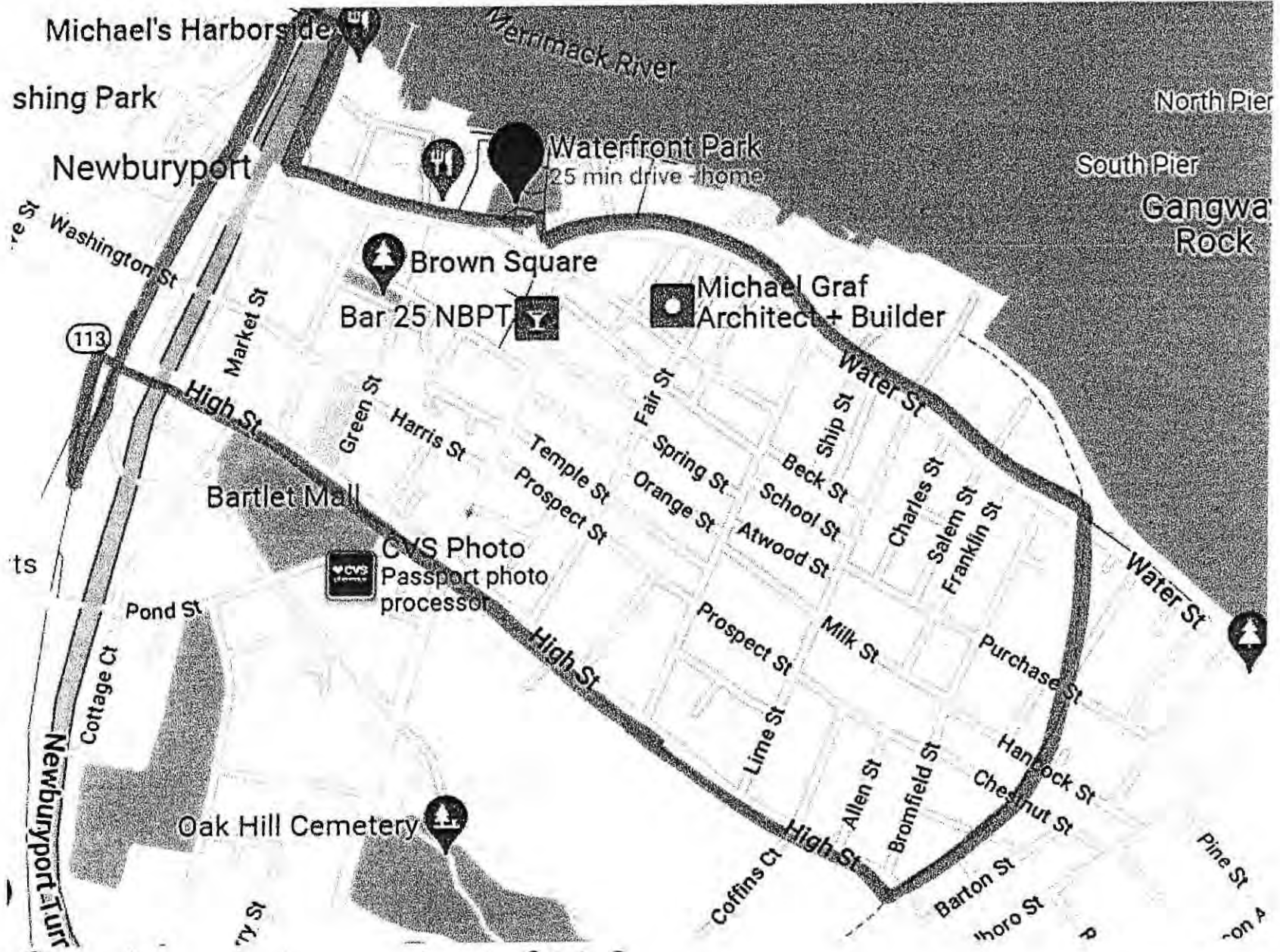
Signed: \_\_\_\_\_

*Kelly Maguire*

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

*6/15/23*





Michael's Harborside

shing Park

Newburyport

Merrimack River

Waterfront Park  
25 min drive home

North Pier

South Pier

Gangway  
Rock

Brown Square

Bar 25 NBPT

Michael Graf  
Architect + Builder

113

Washington St

Market St

High St

Green St

Harris St

Temple St  
Prospect St

Fair St

Spring St  
Orange St

Beck St  
School St  
Atwood St

Ship St

Charles St

Salem St  
Franklin St

Bartlet Mall

CVS Photo  
Passport photo processor

High St

Prospect St

Milk St

Purchase St

ts

Pond St

Cottage Ct

Newburyport Turnpike

Oak Hill Cemetery

Coffins Ct  
High St

Allen St

Bromfield St

Hancock St  
Chestnut St

Barton St

thoro St

Pine St  
on A



# NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 617-771-4431 Fax.

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

NAME OF EVENT: 11th Annual Car Show

Date: Aug 10th Time: from open to 5pm to 8pm (Breakdown) 8pm-9pm  
Rain Date: Aug 17th Time: from 2pm to 9pm  
Setup to begin at 2pm  
Public  
same as above

2. Location\*: State St, Pleasant St, Unicorn St, Inn St, Market Sq. Trolley Park  
\*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: City of Newburyport Streets Public  Private

4. Name of Organizer: Chamber of Commerce City Sponsored Event: Yes  No

Contact Person: Sarah Motzkin / Nate Allard  
Address: 19 Inn St. Telephone: 617-771-4431 & 978-270-5219  
E-Mail: events@newburyportchamber.org Cell Phone: 617-771-4431 & 978-270-5219  
Day of Event Contact & Phone: Sarah Motzkin 617-771-4431 sarah Nate

5. Number of Attendees Expected: 5000+

6. MA Tax Number: \_\_\_\_\_

7. Is the Event Being Advertised? Yes Where? Social media, Newsletter, Flyers

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

9. Have You Notified Neighborhood Groups or Abutters? Yes  No  Who? \_\_\_\_\_  
we will provide flyers to business & residents & post parking signs in advance.

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

A. Vending\*: Food \_\_\_\_\_ Beverages \_\_\_\_\_ Alcohol  Goods  Total # of Vendors 10-12  
\*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? 10
- 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 ? TBD - New England Development

**If no:**

- a) # of trash container(s) to be provided by DPS ~~0~~
- 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: n/a



FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

Car Show

PARADE \_\_\_\_\_

ROAD RACE \_\_\_\_\_

WALKATHON \_\_\_\_\_

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

2. Name, Address & Daytime Phone Number of Organizer: Sarah Matzkin - Nate Allard  
19 Inn St. Newburyport  
617-771-4431 978-270-5219

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up Sarah Matzkin  
617-771-4431

4. Date of Event: Aug 10th 2023 Expected Number of Participants: 5000+

5. Start Time: 2pm Expected End Time: 9pm 15-8

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): State St, Pleasant St, Unicorn Place, Inn St.  
One lane of Memmac St needs to be closed  
at 2pm to load in cars

7. Locations of Water Stops (if any): n/a

8. Will Detours for Motor Vehicles Be Required? yes If so, where? bottom of State St, along State & Pleasant St.

9. Formation Location & Time for Participants: vehicles arrive between 2pm-3pm

10. Dismissal Location & Time for Participants: vehicles depart at 8pm

11. Additional Parade Information:
- Number of Floats: around 250 cars invited
  - Locations of Viewing Stations: State St, Pleasant St & Unicorn Place  
Inn St.
  - Are Weapons Being Carried: Yes \_\_\_\_\_ No X
  - Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No X

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF Chief Bud - 6/2/23 0 Greenleaf St.

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

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

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.

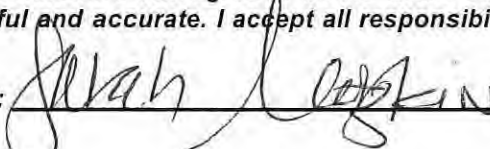
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance 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: \_\_\_\_\_

6/12/23



**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,

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

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

<i>Approval Required</i>	Date: _____	Signature _____
___	1. Special Events: _____	_____
___	2. Police: _____	_____
	Is Police Detail Required: _____	# of Details Assigned: _____
___	3. Traffic, Parking & Transportation: _____	_____
___	4. ISD/Health: _____	_____
___	5. Recycling: _____	_____
___	6. ISD/Building: _____	_____
___	7. Electrical: _____	_____
___	8. Fire: <u>NA</u>	_____
	Is Fire Detail Required: <u>NA</u>	# of Details Assigned: <u>NA</u>
___	9. Public Works: <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**







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2023

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).

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central St Natick MA 01760	<b>CONTACT NAME:</b> Select Department <b>PHONE (A/C, No, Ext):</b> 800-333-7234 <b>E-MAIL ADDRESS:</b> selectwork@easterninsurance.com	<b>FAX (A/C, No):</b> 781-586-8244
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> GREANEW-03 Greater Newburyport Chamber of Commerce Newburyport Chamber of Commerce 38 R Merrimac Street Newburyport MA 01950	<b>INSURER A :</b> PHILADELPHIA IND INS CO <b>NAIC #</b> 18058	
	<b>INSURER B :</b> Norguard Insurance Company <b>NAIC #</b> 31470	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 1099810431      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		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	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			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)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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.  
 City of Newburyport is Additional Insured for General Liability where required by written contract or agreement.  
 Event Date: August 10, 2023  
 Rain Date: August 17, 2023

<b>CERTIFICATE HOLDER</b>  City of Newburyport 60 Pleasant Street Newburyport MA 01950	<b>CANCELLATION</b>  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 

# Cruise the 50's Car Show - 2023

## Timeline

12:00pm: Chamber Employee meet at Market Square with walkies and clipboards

Nate Allard

Sarah Motzkin

Cori Stevens

Jacob Hoffman

Jessie Reardon

12:30pm: Volunteers meet in Market Square for set up directions

Dennis Palazzo

Tracy Glynn

Jill Carey

Ashley Guild

2:00pm: Roads officially closed and volunteers put out cones/blockades on all sides of streets

(Cones/blockades provided by DPS ahead of time at each location)

2:00-3:00pm: Sponsors/Vendors arrive and set up at their location

3:00pm: Classic Cars begin to arrive

4:00pm:

5:00pm: Show officially opens to the public and band performs

5:00pm-6:00pm: Second shift of volunteers arrive

8:00pm: End of Show! Cars have one hour to exit for streets to reopen at 9:00pm

9:00pm: Streets re-open to the public

#### Notes about Streets/Parks

- The following roads and parks will close at 2:00pm sharp and re-open to the public at 9:00pm
- The cars participating in the show are instructed to enter downtown Newburyport by following Green Street to Merrimac Street to Market Square to State Street. Check-in for car is Market Square
- Band will be playing at Tracey Park from 5:00pm-8:00pm

#### Market Square

- 6/8 Vendors will be set up with tables and tents

#### Temple Street

- If anyone lives on Temple Street they can drive to their home
- People asking how to leave Temple Street can cut through the Newburyport Bank lot to Charter Street
- Prince Place residents are permitted but to cut across. Need to nifty PD and volunteer across the street

#### Essex Street

- Guests of the Essex Street Inn can drive down Essex Street but cannot turn onto State Street
- Please advise residence and hotel guests that they may only exit by cutting through the TD Bank lot

#### Liberty at Center Street

- No cars are to enter the show from Liberty Street

#### End of Harris at State Street

- Please help cars turning from Harris Street safely avoid pedestrians when turning on to State Street. Most will turn into Harris Street lot of Institution for Saving

#### Prince Place

- Please make a path for residence crossing from Temple to Prince Place

#### Harris Street at Park

- This is a very busy intersection that is for residence/local traffic only and not to be a cut through to avoid downtown
- Classic cars may enter Green Street and have been instructed to do so as they are being parked at Institution for Savings and the State/Harris lot
- VERY Important to limit traffic to residents returning home or classic cars because we want to prevent vehicles from turning on to State due to the number of pedestrians on State Street.

**APPOINTMENTS  
FIRST READING**





CITY OF NEWBURYPORT RECEIVED  
OFFICE OF THE MAYOR CITY CLERK'S OFFICE  
SEAN R. REARDON, MAYOR NEWBURYPORT, MA  
2023 JUN 15 A 10:03

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  
Subject: Re-appointment  
Date: June 12, 2023

-----  
I hereby re-appoint, subject to your confirmation, the following  
named individual as a member of the Human Rights Commission.  
This term will expire on July 1, 2026.

Jean Costello  
522 Merrimac Street  
Newburyport, MA 01950

**JEAN M. COSTELLO**  
522 Merrimac Street • Newburyport, MA 01950

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### PROFESSIONAL EXPERIENCE

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**SYSTEMS ANALYST/SYSTEM ADMINISTRATOR** 2007 – present  
Massachusetts Medical Society, Waltham, MA

Established in 1781, the Massachusetts Medical Society is the oldest medical society in the United States. The Society owns and publishes the *New England Journal of Medicine*, the most widely read, cited and influential medical journal in the world.

My role is to engage people, data systems and suppliers to figure out ways to get work done. It involves lots of communication, teamwork, trial and error.

---

### EDUCATION

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**MOUNT HOLYOKE COLLEGE** 2002 – 2005  
South Hadley, MA

Earned a B.A. in Science and Technology Studies – a self-designed, interdisciplinary major that examined science as a social practice. For this special major, I integrated classes in History of Science, Medical Anthropology and Feminist Science Studies into the standard Biology curriculum.

---

### CIVIC EXPERIENCE

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**Human Rights Commission, Newburyport** 2020 – present  
Vice-chair

**Superintendent's Advisory Council, Newburyport** 2023 – present  
Member

**Museum of Old Newbury, Newburyport** 2023 – present  
Docent

**NCM Hub, Newburyport** 2023 – present  
Film crew, tech direction

**Consultant to Town Administrator, West Boylston** 2016 – 2017  
Volunteer consultant for Communications and Operations





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

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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUN 20 P 3:37

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: June 26, 2023  
Subject: Re-Appointment

-----  
I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on July 31, 2026.

Paula Estey  
3 Pine Street  
Newburyport, MA 01950

**Paula Estey**  
**3 Pine Street**  
**Newburyport, MA 01950**  
**978-376-4746**  
[Paula.estey@yahoo.com](mailto:Paula.estey@yahoo.com)  
[www.paulaesteygallery.com](http://www.paulaesteygallery.com)

**Founder, Executive Director**  
**The PEG Center for Art and Activism**  
**3 Harris Street**  
**Newburyport, MA 01950**  
**2014 to present**

- Curate multiple exhibitions per year
- Create and coordinate community events
- Off-site art locations throughout the region
- Manage a stable of more than 30 artists

**Founder, The Women in Action Huddle of Greater Newburyport**  
**3 Harris Street**  
**Newburyport, MA 01950**  
**2017- present**

- Leader of women's activist and support group
- Responsible for speakers, events, initiatives, including the Edible Avenue of Indigenous Plants on a section of Newburyport's Rail Trail
- Responsible for liaison between activist groups in our area and the Huddle
- Organize marches, gatherings for climate causes

**Independent Art Contractor**  
**2008-2012**

- Responsible for pop-up art events throughout Metro Boston and Essex County
- Showcased the works of more than 100 artists to creative venues, from existing art venues to restaurants and event halls
- Curated, installed and produced art pop ups from inception to completion

**Artist in Residence, Unity on the River Spiritual Center**

**2000-2008**

**58 Macy Street**

**Amesbury, MA 01913**

- Produced two major collections for the center's permanent archives
- Taught multiple creative and spiritual classes
- Taught painting
- Facilitated Julia Cameron's "The Artist's Way" more than ten times to hundreds of participants
- Created and ran the Unity Art Gallery for ten years, producing more than 50 shows open to the public

**Founder/Owner Paula Estey Designs**

**1995-2000**

**13 Cedar Street**

**Amesbury, MA 01913**

- Wholesale functional pottery business, employing up to twelve people
- Responsible for five new design series per year
- Responsible for attending wholesale shows in Boston, New York and Philadelphia
- Clients included QVC and Nordstrom

**Education**

Goddard College, Plainfield, VT 1972-1975

Pingree School, South Hamilton, MA Graduated 1971

- President of the Student Council, 1970 & 1971



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

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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUN 20 P 3:37

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: June 26, 2023  
Subject: Re-Appointment

---

I hereby re-appoint, subject to your approval, the following named individual as a member of the Water/Sewer Commission. This term will expire July 31, 2025.

Roger E. Jones  
37 Storeybrooke Drive  
Newburyport, MA 01950



# Resume Roger E. Jones

---

## Personal

Birth date: August 23, 1947  
Marital Status: Married, three children  
Residency: Newburyport, Mass, since 1975  
Address: 37 Storeybrooke Drive  
Newburyport, Mass. 01950  
Telephone: home 978-465-5132  
Cell 978-621-4223

## Education

Brunswick High School, Brunswick, Maine – 1965  
Bachelor of Science in Mechanical Engineering (BSME), University of Maine, 1969  
Master of Science Mechanical Engineering (MSME) Northeastern University, 1976

## Professional Experience

2009 – Present                      Gear Consultant (part-time)  
Current part-time consulting activities, with GE and other gear manufacturers, include design, manufacture, and operation of propulsion gearing.

1969 - 2009                          General Electric Company, Lynn, Mass.  
Retired after 40 years in ship propulsion gear design. Positions included gear design engineering, management (12 years), and retired as Principal Engineer - Marine Drives and Gear Systems. Responsibilities included all GE ship propulsion gearing, but primarily to U.S. Navy. Designs included U.S. Navy ships the SSN-688 and Trident class submarines, the Nimitz and Ford class aircraft carriers, the DDG-51 Class destroyers, and the Freedom class Littoral Combat Ships, as well as the PGG-511 and PCG-612 class ships for the Saudi Arabian Navy.

## Professional Affiliations

Professional Engineer – Licensed in Massachusetts, since 1979  
American Society of Mechanical Engineers (ASME), since 1967 (student member) to current status as Life Member.  
American Society of Metals (ASM), from 1982 to retirement  
GE local representative to American Gear Manufacturers Association (AGMA) prior to retirement.  
Member of American Society of Naval Engineers (ASNE) from 1997 to retirement  
Member of Naval League from 2000 to retirement

## Resume Roger E. Jones

---

### Community Activities

Newburyport Water & Sewer Commissioner (2014 - present) – Current Chair of Commission

Newburyport Lions Club (1987 – Present) Current Treasurer

Main Street Congregational Church, Amesbury (2007 – 2020)

Newburyport Water Commissioner (2011 - 2014)

School Building Committee, Newburyport (2011)

NHS Building Committee, Newburyport (2000 – 2006) Served as Secretary

Belleville Elementary School (Newburyport) PTA (1975 – 1986)

Massachusetts State PTA (1981 – 1982)

R.A.N. Middle School (Newburyport) PTO (founding member 1982)

Newburyport High School APT (founding member 1986)

Senior Celebration Committee (founding Co-Chair 1989 - 1990)

Citizens Advisory Committee, Newburyport (1979 – 1982)

School Improvement Council, RAN Middle Newburyport (1986 – 1987)

Designer Selection Board for School Committee Newburyport (intermittent from 1987 to 2000)

NHS Band Parents and Booster's Newburyport (Co-Manager refreshment stand from 1984 – 2011)

Pioneer League, Newburyport (Coach/Manager 1980 – 1988)

Senior Girls Softball League, Greater Newburyport (Manager/President 1985 – 1994)

Newburyport Jaycees (1978 – 1985)

St Paul's Episcopal Church, Newburyport (1975 – 1987)

Central Congregational Church, Newburyport (1991 – 2005)





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

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

To: President and Members  
of the City Council

From: Sean R. Reardon, Mayor

Date: June 26, 2023

Subject: Re-Appointment

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUN 20 P 3:37

---

I hereby re-appoint, subject to your confirmation, the following named individual as a member of the Zoning Board of Appeals. This term will expire on July 31, 2024.

Patricia Peknik  
4 Dove Street  
Newburyport, MA 01950

A handwritten signature in cursive script, appearing to read "S R Reardon".

Patricia J. Peknik  
4 Dove Street  
Newburyport, MA 01950  
(978) 376-6275  
ppeknik@berklee.edu

**BERKLEE COLLEGE OF MUSIC, Liberal Arts & Sciences Department,**  
**Associate Professor**

Teach courses in American history and American legal history: “The History of Music Cities,” an interdisciplinary course focusing on the historical development of American cities that became centers of musical creation, production and consumption; “America from the Jazz Age to the MTV Age,” a survey of 20<sup>th</sup>-century intellectual and cultural history; “Law and Disorder” and “Law and Civil Liberties,” introductory courses on constitutional, criminal and civil law in American history (2005-present)

Recipient of three Faculty Development grants for research at the Library of Congress; Smithsonian Center for Folklife and Cultural Heritage; Museum of the City of New York; Rock and Roll Hall of Fame; New Orleans Historic Collection. 2015 Recipient of the Newbury Comics Faculty Fellowship. Nominated for Distinguished Faculty Award.

Co-Host, with President Roger Brown: “Conversations with Senator Ed Markey”(April 2021) “Making Sense of American Politics with Senator Tim Kaine” (April 2020); “A Conversation with Dean Alan Solomont, former U.S. Ambassador to Spain, About Civic Engagement” (October 2020)

Co-Producer, Co-Narrator: “Berklee Votes” (2018; 2020), an informational video providing students with information about voting rights and processes

Creator, “Jazz in the Courts,” an exchange that brings Berklee jazz musicians to perform in the Boston Municipal Court and Chief Justice Robert Ronquillo to Berklee annually during National Judicial Outreach Week

Invited Facilitator for Community Conversation Series: “Talking Politics in the Classroom”; “How to Engage in Constructive Dialogue in a Highly-Politicized Era”; “The Election”; “Community Organizing” (2020, 2021)

Invited Lecturer for annual Special Lecture: “Popular American Music in Historical Context: Jazz and Modernism,” David Friend Recital Hall

(October 2019) and for The Pedagogy Arts Collective (October 2021), among others.

Worked on new home construction with Berklee's Habitat for Humanity cohort, Lower Ninth Ward of New Orleans, Musicians' Village (2008)

Author of "The Faculty Experience," a guide to best principles and practices of classroom teaching; Faculty Advisory Board member (Evergreen Project of the Office of Faculty Development); Co-Chair of a Faculty Learning Community that brought together faculty from very different disciplines (science, jazz composition, music business) to develop faculty training materials, from print to podcasts. This faculty committee was recognized by Faculty Development as the longest-lasting and most productive committee in the program's history (2010-2018).

### **UNIVERSIDAD PANAMERICANA, Visiting Professor**

Teach "Analyzing Music in Historic Context: Contemporary Popular Music" at the School of Fine Arts of the Universidad Panamericana, Mexico City (virtual) Spring semester 2021, 2022

\*

### **BOSTON UNIVERSITY, Senior Lecturer**

School of Law and Center for English and Orientation Programs, Special Programs

Taught "Introduction to the American Legal System," in the L.L.M. program. Historical foundations of American jurisprudence and the cultural foundations of criminal law and civil procedure. (2001-2005)

Questrom School of Business

Taught client-based communications writing to management students (2004-2005)

College of Communication

Taught public relations, marketing, and media writing to graduate journalism and advertising majors (2000-2005)

### **BOSTON ARCHITECTURAL COLLEGE, Lecturer**

Taught "Civilization and Ideas" and graduate "Ideas and Design," focusing on the connections between American intellectual culture and the development of a distinctly American design aesthetic. Topics include the Founders' neoclassicism, Romanticism, modernism, and postmodern design. (2002-2003)

## **PUBLICATIONS:**

French Louisiana Music and Its Patrons: The Popularization and Transformation of a Regional Sound (Palgrave-Macmillan, 2019)

“*City of the World!': A New Generation's American Exceptionalism,*” in The Impact of 9/11 on Psychology and Education, edited by Matthew Morgan, Palgrave-MacMillan, September 2009.

“*Historical Perspectives on Liberal Arts and Professional Education at American Colleges,*” in Shaping the Future of Business Education, edited by Dan Everett and Gordon Hardy, Palgrave-MacMillan, October 2012.

## **CONFERENCE PAPERS:**

“Great American Collaborations: The Tragic, the Comic and the Revolutionary,” at the University of Bielefeld, Germany, 2011.

“Historical Perspectives on American Privacy: Anonymity, Surveillance and the Supreme Court,” American and Popular Culture Associations Conference, Albuquerque, New Mexico, 2012.

“Music Cities and Urban Culture,” Places, Spaces and Musical Consumptions Panel, American and Popular Culture Associations Conference, Albuquerque, New Mexico, 2013.

“Walt and Whitman: “Breaking Bad” and American Legal Traditions,” American and Popular Culture Associations Conference, Albuquerque, New Mexico, 2014.

“The Common Law v. Uncommon Practice: Views of American Law from Nomiocracy to Netflix, and How Undergraduate Legal Education Can Bridge the Divide,” American and Popular Culture Associations Conference, San Diego, 2017.

“Attractive Nuisances: The Literature of Trespassing and Transgressing in 19<sup>th</sup>-century America,” ACA/PCA Conference, 2022 (virtual).

## **SERVICE TO THE PROFESSION:**

National Chair of Law and Popular Culture Area for the American Culture Association and Popular Cultural Associations (2018-present). Organize the Law Area for the annual conference: read conference paper submissions; organize session panels of legal scholars, attorneys, judges; organize roundtable discussions on current issues and enduring questions; provide commentary on papers and presentations; work with national organization's leadership on



conference Area planning (Washington, D.C. 2019; Boston virtual 2021; Seattle 2022)

Peer review of Don't Stop Thinking About the Music: The Politics of Songs and Musicians in Presidential Campaigns, Benjamin S. Schoening and Eric T. Casper (Lanham: Lexington Books, 2011).

Peer review of "Acadian Airwaves: A History of Cajun Radio" for *Journal of Radio and Audio Media* (UK), November 2021.

Peer review of The Sixties, Terry Anderson, 4<sup>th</sup> edition, for Routledge, in preparation for 5<sup>th</sup> edition. February, 2016; of the 5<sup>th</sup> edition, for Taylor & Francis, November 2021, in preparation for the 6<sup>th</sup> edition.

Research assistant to Tomorrow Foundation Professor of History Jon H. Roberts for "Science and Christianity in America: A Limited Partnership," in American Christianities: A History of Dominance and Diversity, edited by Catherine A. Brekus and W. Clark Gilpin (Chapel Hill: The University of North Carolina Press, 2011).

Editorial assistant to Richard Wightman Fox, Director of American Studies Program at Boston University, on Trials of Intimacy: Love and Loss in the Beecher-Tilton Scandal (Chicago: University of Chicago Press, 1999).

Referee for Tenure and Promotion candidate in the Speech, Communication, and Theatre Arts Department, Borough of Manhattan Community College, City University of New York (Spring 2021)

#### PROFESSIONAL DEVELOPMENT:

Attended 5-day virtual conference of the National Alliance of Preservation Commissions (August 2020), including the following workshops: "What Do the Secretary's Standards Mean to You?"; "Best Practices in Conservation Districts"; "Do You Have a Permit for That? Enforcement and Violations"; "Planning for Climate Change and Cultural Heritage"

Attended conference of the Association for the Study of Law, Culture and the Humanities (Washington, D.C. April 2019)

Organizational Memberships: National Alliance of Preservation Commissions; National Trust for Historic Preservation; Melville Society; American Culture Association and Popular Culture Association

#### SERVICE TO THE COMMUNITY:

Served on the Newburyport Historical Commission August 2019-October 2021 (as Vice Chair from January 2020-October 2021)

Worked with “Next Generation Preservationist” high school students at Newburyport High School on, among several projects, the founding of the William Lloyd Garrison Lecture Series, and organized the Inaugural Lecture, Kate Clifford Larson’s “Lloyd and Moses: The Remarkable Friendship of William Lloyd Garrison and Harriet Tubman” at the Newburyport Public Library (virtual), December 2020.

EDUCATION:

Bachelor of Science in Journalism, Ohio University  
Certificat de Français Langue Étrangère, Université de la Sorbonne Nouvelle, Paris  
Master’s in Creative Writing/Poetry, Boston University, thesis advisor Nobel Laureate Derek Walcott  
Master’s in American History (19<sup>th</sup> century), Boston University  
Ph.D. in American Intellectual History (fields: law and literature) Boston University, 2015; awarded Teaching Fellow Prize for Innovation and Excellence





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

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

To: President and Members  
of the City Council

From: Sean R. Reardon, Mayor

Date: June 26, 2023

Subject: Re-Appointment

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUN 20 P 3:37

I hereby re-appoint, subject to your confirmation, the following named individual as a member of the Zoning Board of Appeals. This term will expire on July 31, 2024.

Lynn Schow  
75 High Street  
Newburyport, MA 01950

A large, stylized handwritten signature in black ink, appearing to read 'S R Reardon'.

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

## EXPERIENCE

1922 INVESTMENT COMPANY LLC, Houston, Texas

*Director*, November 2011 to present

*Compensation Committee*, January 2012 to Present

*Executive Vice President and General Counsel*, July 2012 to Present

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

WOODLAND ADVISORS LLC, Houston, Texas

*Director*, September 2017 to present

*Compensation Committee*, February 2018 to Present

*Executive Vice President and General Counsel*, May 2018 to Present

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

1922 TRUST COMPANY LTA, Houston, Texas

*Director and Member, Investment Committee*, April 2008 to present

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

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

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

TIMMONS ADVISORS LLC, Houston, Texas

*Managing Director*, January 2007 to June 2012

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

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

LINN THURBER LLP, HOUSTON, TEXAS

*Tax Director*, January 2007 to June 2012

*Managing Director*, March 2005 to December 2006

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

SULLIVAN & CROMWELL, New York, New York

*Consulting Attorney*, May 2003 to February 2005

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

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

*Summer Associate* May 1995 to June 1995

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

Other Firm duties and positions included:

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

## CHARITABLE

NEWBURYPORT YOUTH SOCCER ASSOCIATION

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

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

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

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

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

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

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

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

*Director and Treasurer, May 2001 to December 2005*

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

## EDUCATION

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

Cumulative G.P.A.: 3.68

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

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

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

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

Cumulative G.P.A.: 3.71

Awards: Phi Beta Kappa; University and Departmental Graduation Honors

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

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

Cumulative G.P.A.: 3.68

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

## BAR ADMISSIONS New York

## PROFESSIONAL ASSOCIATIONS

SOCIETY OF TRUSTS AND ESTATES PRACTITIONERS (STEP), TEP

PRIVATE INVESTOR COALITION

THE ASSOCIATION OF THE BAR OF THE CITY OF NEW YORK

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





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

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

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: June 26, 2023  
Re: Re-Appointment

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUN 21 11:49

-----  
I hereby re-appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term shall expire on July 31, 2026.

Ryan Kelley  
24 School Street  
Byfield, MA 01922

Ryan Kelley (b. 1993)

24 School Street

Byfield, MA 01922

ryan@wirebyryan.com

[www.wirebyryan.com](http://www.wirebyryan.com)

978-417-1892 (cell)

#### Awards-

2022- **Newburyport Art Association 25<sup>th</sup> Regional Juried Show Part 1** Honorable Mention: Sculpture "Bent Not Broken"

2019- **Newburyport Art Association Fall Members' Juried Show Part 1** The Hemphill Family Foundation Award for Best in Sculpture "Copper Gale"

2019- **Rockport Art Association Grassroots: An Emerging Artists Exhibition** Honorable Mention Certification of Excellence "Regal Night"

2018- **Rockport Art Association Grassroots: An Emerging Artists Exhibition** Honorable Mention Certification of Excellence "Precarious"

2015- **Newburyport Art Association Fall Members' Juried Show Part 1** Strem Chemicals, Inc. Award for Best Work in Sculpture "Docce Autunno"

2015- **Newburyport Art Association Winter Members' Juried Show Part 1** Sam Sargent Award for Best in Show "Reaching Out"

2015- **Newburyport Art Association Winter Members' Juried Show Part 1** Newburyport Development Award for Best Work in Sculpture "Latched"

2014- **Newburyport Art Association Fall Members' Juried Show Part 2** Strem Chemicals, Inc. Award for Best work in Sculpture "Silver Majesty"

2014- **Newburyport Art Association 17th Annual Regional Juried Show** Philip J. and Maria Stern Memorial Award for work in Sculpture "Lonely"

2012- **Newburyport Art Association Winter Member's Juried Show Part 2** Newburyport Five Cents Savings Bank Award for work in Mixed Media "Tree-O"

2011- **Newburyport Art Association Spring Members' Juried Show** Newburyport Institution for Savings Charitable Foundation Award for work in Sculpture or Fine Crafts "Written in Stone"

2011- **Newburyport Art Association 13th Annual Young and Budding Artist Show** Susan Pursell Award for Excellence "Wild Mantis"

2011- **The Scholastic Art and Writing Awards** Silver Key for Excellence in Sculpture

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Exhibitions-

- 2023- **Newburyport Art Association Regional Juried Show Part 1**
- 2023- **Marblehead Arts Association Exhibition**, group show
- 2022- **Newburyport Art Association Flowers For The Hills**, group show
- 2022- **Newburyport Art Association Regional Juried Show Part 1**
- 2021- **Switchboard Haverhill**, artist residency
- 2020- **Morton Contemporary Gallery**, group show
- 2019- **Feldspar Gallery "Nature's Hold" Exhibition**, group show
- 2019- **Newburyport Art Association Fall Members' Juried Show Part 1**
- 2019- **Newburyport Art Association Three Under Thirty**, group show
- 2019- **Rockport Art Association Grassroots: An Emerging Artists Exhibition**
- 2018- **Rockport Art Association Grassroots: An Emerging Artists Exhibition**
- 2015- **Newburyport Art Association Fall Members' Juried Show Part 1**
- 2015- **Newburyport Art Association Winter Members' Juried Show Part 1**
- 2015- **Newburyport Art Association Winter Members' Juried Show Part 1**
- 2014- **Newburyport Art Association Fall Members' Juried Show Part 2**
- 2014- **Newburyport Art Association 17th Annual Regional Juried Show**
- 2012- **Newburyport Art Association Winter Member's Juried Show Part 2**
- 2011- **Newburyport Art Association Spring Members' Juried Show**
- 2011- **Newburyport Art Association 13th Annual Young and Budding Artist Show**
- 2011- **The Scholastic Art and Writing Awards**

Bibliography-

- 2022- Stacey Marcus, "Branching Out", *New England Living*, January 4
- 2022- Nancy Gordon, "Wirey", *Creative Maine*, January 12



2020- Morgan Hume, "This Bay State Artist Calls on an Unusual Material to Craft His Sculptures", Boston Home, May 21

2020- Society of Arts and Crafts, "Interview with CraftBoston Artist Ryan Kelley on Artists Using Social Media", Society of Arts and Crafts, April 24

2019- Jennifer Solis, "Byfield Sculptor Leads Workshop", The Daily News, April 16

2018- Carol Feingold, "Down to the wire: Sculptor Ryan Kelley visits Amesbury Middle School", Wicked Local Newburyport, November 13

2018- The Coastal Life, "Ryan Kelley: Sculptor & Artist", The Coastal Life, November 8

2018- Bella Nadeau, "Meet Our Members: Ryan Kelley", Newburyport Art Association, October 21

2018- Andrew Dexter, "Wire By Ryan Visits NRHS", Art With Mr. Dexter, March 29

2014- Alexandra Pecci, "Byfield's Wire Artist Ryan Kelley", Northshore Magazine, September 17





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

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

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: June 26, 2023  
Subject: Re-Appointment

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUN 21 P 3:10

-----  
I hereby re-appoint, subject to your approval, the following named individual as member of the Harbor Commission. This term will expire on July 31, 2026.

Andrew Casson  
240 Merrimac Street  
Newburyport, MA 01950

FROM THE DESK OF

---

ANDREW B CASSON

June 21, 2023

Mayor Sean Reardon &  
The Newburyport City Council  
City of Newburyport  
60 Pleasant Street  
Newburyport, MA 01950

RE: Request for Resume or Background for reappointment to the Newburyport Harbor Commission

Dear Mayor and City Councilors,

As you are aware, I have served on the Newburyport Harbor Commission for the past seventeen years, serving three administrations. I am very proud of what we as a commission have accomplished over those years and look forward to continuing to guide and support the Harbor Commission and the Harbormasters Department.

As I have been self-employed almost my entire adult career, please see below a brief bio about me.

I am currently the Managing director of Castle Point Fitness, the exclusive franchisee for Planet Fitness in New Zealand and the Chairman of Lightship Enterprises. For the past fourteen years, I have served as Chairman and Managing Partner of the Fresnel Companies. Prior to forming The Fresnel Companies, I founded and managed several successful start-ups in the financial, technology and communications industries, including serving as the CEO of Fleet Signal Corporation, a national public safety equipment provider to multiple states, municipalities and the federal government, CEO of Digitic Systems, LLC, a specialist in the workflow management software market, and as the CEO of C-Comm, Inc., focused on the telecommunications services industry.

Additionally, I have served on several companies' boards and currently serve on the board of directors on Wallit, Inc and Pendant Technologies.

Should you need any additional information, please don't hesitate to ask.

I look forward to serving the city in the capacity as commissioner for the foreseeable future.

Sincerely,



Andrew B. Casson

**END OF CONSENT AGENDA**

**BEGINNING OF REGULAR AGENDA**

# **ORDERS**





**IN CITY COUNCIL**

**ORDERED:**

June 26, 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 approve and authorize the acceptance of land by deed to the City, for conservation purposes, and with no monies other than nominal consideration paid to grantor, as follows:

That parcel of land known as 21 Malcolm Hoyt Drive, Newburyport Essex County, Massachusetts, an open space parcel containing approximately 5.425 acres of wetland resource area, forested upland habitat, stormwater conveyances and flood storage, and depicted as "Lot A4 21 Malcolm Hoyt Drive" on a plan of land, entitled "Plan of Land in Newburyport, MA Surveyed for Hale Business Park Realty Trust dated March 7, 2023, prepared by Winter GEC, LLC 44 Merrimac Street Newburyport, MA 01950, recorded at the Essex South District Registry of Deeds at Book 41592, Page 022, (the "Plan"), to which reference may be made for a more detailed description.

FURTHER, THAT said land accepted by the City shall be kept free of permanent structures and open to the public as permanent open space subject to the protections afforded by Article 97 of the Amendments to the Massachusetts Constitution, for the purposes of conservation; and

FURTHER, THAT upon acceptance said land shall be transferred to the Conservation Commission for care and custody consistent with the foregoing purposes and restrictions; and

FURTHER, THAT the Mayor of the City of Newburyport is hereby authorized to act on behalf of the City and enter into any and all instruments, including acceptance of a deed to the property for conservation purposes, and to take any other actions necessary to execute this acceptance accordingly.

---

Councilor Heather L. Shand



Mead, Talerman & Costa, LLC  
Attorneys at Law

---

30 Green Street  
Newburyport, MA 01950  
Phone 978.463.7700  
Fax 978.463.7747

[www.mtclawyers.com](http://www.mtclawyers.com)

June 5, 2023

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

Heather Shand, President  
City Council  
City of Newburyport  
60 Pleasant Street  
Newburyport, MA 01950

Re: Donation of 21 Malcolm Hoyt Drive, Newburyport

Dear Mayor Reardon and President Shand,

Reference is made to the above-captioned matter. In that connection, I am attaching a deed hereto for approval by the City Council. We have been retained by the current owners of 21 Malcolm Hoyt Drive to permit the development of their property, now at 21 Hale Street.

The Planning Board approved 21 Hale Street's Site Plan Review pursuant to Newburyport Zoning Ordinance Section IX-B-2 on April 5, 2023, contingent on the Approval Not Required Plan they endorsed on April 6, 2023, to split 21 Malcolm Hoyt Drive into two parcels. The Zoning Board of Appeals approved a variance from the Zoning Ordinance's Section VI-A front yard setback requirement pursuant to Section X-H-3-C on October 11, 2022. And on April 18, 2023, the Conservation Commission approved the owners' plans for work on 21 Hale Street by issuing an Order of Conditions. Each permit conditions its approval on the owners offering to convey and providing a deed to the open space parcel remaining at 21 Malcolm Hoyt Drive to the City for conservation purposes.

I have attached a proposed deed from Craig Pessina and Patrick Reddy, Trustees of the Hale Business Park Realty Trust, of 21 Malcolm Hoyt Drive, consistent with the conditions in the permits. Attached as exhibits are the ANR plan showing the property, recorded at the Essex South District Registry of Deeds at Book 41592, Page 022, the Zoning Board of Appeals' decision, recorded at Book 41574, Page 020, granting a variance, the Planning Board's decision, recorded at Book 41574, Page 003, approving the site plan review, and the Conservation Commission's order of conditions, recorded at Book 41567, Page 171, approving the development at 21 Hale Street.

---

*Millis Office*

730 Main Street, Suite 1F  
Millis, MA 02054  
Phone/Fax 508.376.8400

---

*New Bedford Office*

227 Union Street, Suite 606  
New Bedford, MA 02740

I hope that the foregoing explains the situation clearly, and please do not hesitate to contact me with questions. On behalf of the owners, I would request you place this matter on the City Council agenda as appropriate in order to take action thereon.

Respectfully submitted,



Lisa L. Mead

cc: Richard Jones, City Clerk  
Andy Port, Planning Director  
Julia Godtfredsen, Conservation Administrator

# **EXHIBIT A**



## QUITCLAIM DEED

**We, Craig Pessina and Patrick Reddy, Trustees of the Hale Business Park Realty Trust** u/d/t dated May 20, 2016 as evidenced by a Trustee Certificate recorded in the Essex South Registry of Deeds in Book 34937, Page 564 of Newburyport, Massachusetts (hereinafter “Grantor”), for consideration paid in the amount of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and pursuant to the conditions of the Site Plan Review Decision issued by the City of Newburyport Planning Board on April 24, 2023 and recorded in the Essex South Registry of Deeds Book 41574, Page 3, as amended by a Variance Decision recorded in Book 41574, Page 20, hereby grants, for conservation purposes, to the **City of Newburyport**, a Massachusetts municipal corporation, acting by and through its Mayor, with an address of 60 Pleasant Street Newburyport, Massachusetts,

with QUITCLAIM COVENANTS,

That parcel of land known as 21 Malcolm Hoyt Drive, Newburyport Essex County, Massachusetts, an open space parcel containing approximately 5.425 acres of resource area, habitat, upland and wet meadow, and flood storage and depicted as “Lot A4 21 Malcolm Hoyt Drive” on a plan of land, entitled “Plan of Land in Newburyport, MA Surveyed for Hale Business Park Realty Trust dated March 7, 2023, prepared by Winter GEC, LLC 44 Merrimac Street Newburyport, MA 01950, recorded at the Essex South District Registry of Deeds at Book 41592, Page 022, (the “Plan”), to which reference may be made for a more detailed description.

The conveyance is subject to a 50’ Wide Easement as shown on the Plan and as shown on a plan recorded in the Essex South Registry of Deeds in Plan Book 199 Plan 1.

Being a portion of the land conveyed to Grantor by deed, recorded with the Essex Southern District Registry of Deeds in Book 34937, Page 566.

The City’s acceptance of the deed is attached hereto and incorporated herein.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, § 1.

*[signatures on following page]*

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Craig Pessina, Trustee

**COMMONWEALTH OF MASSACHUSETTS**

ESSEX, ss:

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Craig Pessina, Trustee of the Hale Business Park Realty Trust, who 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 Trustee of the aforesaid Trust.

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

My commission expires: \_\_\_\_\_

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Patrick Reddy, Trustee

**COMMONWEALTH OF MASSACHUSETTS**

ESSEX, ss:

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Patrick Reddy, Trustee of the Hale Business Park Realty Trust, who 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 Trustee of the aforesaid Trust.

\_\_\_\_\_  
Notary Public:  
My commission expires: \_\_\_\_\_

**ACCEPTANCE OF DEED**

The foregoing Quitclaim Deed from **Craig Pessina and Patrick Reddy**, Trustees of the Hale Business Park Realty Trust, is hereby accepted pursuant to the authority granted by the vote of the Newburyport City Council dated \_\_\_\_\_, an attested copy of which is recorded herewith and any other authority in any way appertaining, for open space, conservation, resource area, habitat, upland and wet meadow, and flood storage purposes.

EXECUTED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF NEWBURYPORT  
By its Mayor,

\_\_\_\_\_  
Sean Reardon

**COMMONWEALTH OF MASSACHUSETTS**

ESSEX, ss:

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Sean Reardon, Mayor of the City of Newburyport, who 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, on behalf of the City of Newburyport.

\_\_\_\_\_  
Notary Public:  
My commission expires: \_\_\_\_\_

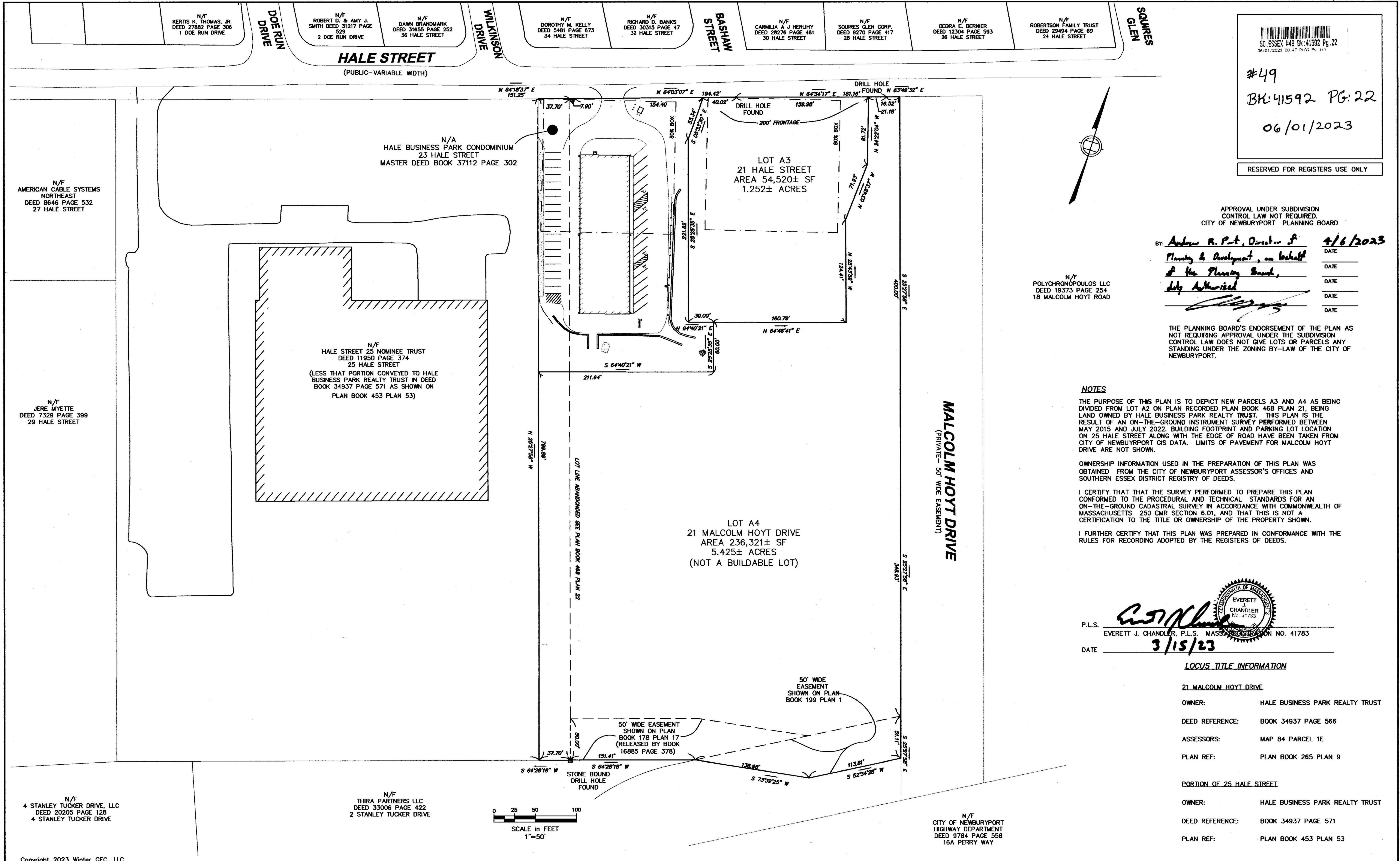


# **EXHIBIT B**



#49  
BK: 41592 PG: 22  
06/01/2023

RESERVED FOR REGISTERS USE ONLY



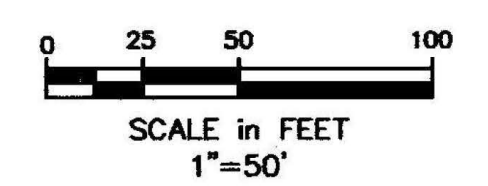
APPROVAL UNDER SUBDIVISION CONTROL LAW NOT REQUIRED.  
CITY OF NEWBURYPORT PLANNING BOARD  
BY: Andrew R. Post, Director of Planning & Development DATE: 4/6/2023  
of the Planning Board, DATE: \_\_\_\_\_  
deputy authorized DATE: \_\_\_\_\_  
DATE: \_\_\_\_\_

THE PLANNING BOARD'S ENDORSEMENT OF THE PLAN AS NOT REQUIRING APPROVAL UNDER THE SUBDIVISION CONTROL LAW DOES NOT GIVE LOTS OR PARCELS ANY STANDING UNDER THE ZONING BY-LAW OF THE CITY OF NEWBURYPORT.

**NOTES**  
THE PURPOSE OF THIS PLAN IS TO DEPICT NEW PARCELS A3 AND A4 AS BEING DIVIDED FROM LOT A2 ON PLAN RECORDED PLAN BOOK 468 PLAN 21, BEING LAND OWNED BY HALE BUSINESS PARK REALTY TRUST. THIS PLAN IS THE RESULT OF AN ON-THE-GROUND INSTRUMENT SURVEY PERFORMED BETWEEN MAY 2015 AND JULY 2022. BUILDING FOOTPRINT AND PARKING LOT LOCATION ON 25 HALE STREET ALONG WITH THE EDGE OF ROAD HAVE BEEN TAKEN FROM CITY OF NEWBURYPORT GIS DATA. LIMITS OF PAVEMENT FOR MALCOLM HOYT DRIVE ARE NOT SHOWN.  
OWNERSHIP INFORMATION USED IN THE PREPARATION OF THIS PLAN WAS OBTAINED FROM THE CITY OF NEWBURYPORT ASSESSOR'S OFFICES AND SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS.  
I CERTIFY THAT THAT THE SURVEY PERFORMED TO PREPARE THIS PLAN CONFORMED TO THE PROCEDURAL AND TECHNICAL STANDARDS FOR AN ON-THE-GROUND CADASTRAL SURVEY IN ACCORDANCE WITH COMMONWEALTH OF MASSACHUSETTS 250 CMR SECTION 6.01, AND THAT THIS IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN.  
I FURTHER CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE RULES FOR RECORDING ADOPTED BY THE REGISTERS OF DEEDS.

P.L.S. Everett J. Chandler  
EVERETT J. CHANDLER, P.L.S. MASS. REGISTRATION NO. 41783  
DATE: 3/15/23

**LOCUS TITLE INFORMATION**  
**21 MALCOLM HOYT DRIVE**  
OWNER: HALE BUSINESS PARK REALTY TRUST  
DEED REFERENCE: BOOK 34937 PAGE 566  
ASSESSORS: MAP 84 PARCEL 1E  
PLAN REF: PLAN BOOK 265 PLAN 9  
**PORTION OF 25 HALE STREET**  
OWNER: HALE BUSINESS PARK REALTY TRUST  
DEED REFERENCE: BOOK 34937 PAGE 571  
PLAN REF: PLAN BOOK 453 PLAN 53



N/F  
4 STANLEY TUCKER DRIVE, LLC  
DEED 20205 PAGE 128  
4 STANLEY TUCKER DRIVE

N/F  
THIRA PARTNERS LLC  
DEED 33006 PAGE 422  
2 STANLEY TUCKER DRIVE

N/F  
CITY OF NEWBURYPORT  
HIGHWAY DEPARTMENT  
DEED 9784 PAGE 558  
16A PERRY WAY

Copyright 2023 Winter GEC, LLC

Winter GEC, LLC

44 MERRIMAC STREET  
NEWBURYPORT, MA 01950  
978-270-8626

NO.	DATE	BY	REVISIONS

FIELD: EC/PFS  
CALCS: EC  
CHECKED: EJC  
APPROVED: EJC

APPROVAL NOT REQUIRED  
PLAN OF LAND

21 MALCOLM HOYT DRIVE

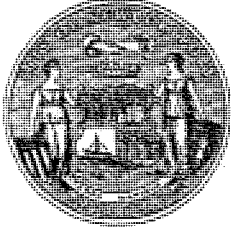
PLAN OF LAND IN  
NEWBURYPORT, MA  
SURVEYED FOR  
HALE BUSINESS PARK REALTY TRUST

PROJECT NO.  
2022-21MALCOLM  
DATE: MAR 7, 2023  
SHEET NO.  
1 OF 1



# **EXHIBIT C**

2022 NOV -8 AM 11:45



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

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**RECORD OF PROCEEDINGS AND  
VARIANCE DECISION**

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**APPLICANT:** Hale Business Park LLC, c/o Lisa Mead, Mead, Talerman & Costa LLC  
30 Green Street, Newburyport, MA 01950

**PROPERTY OWNER:** Hale Business Park LLC

**FILE No.:** VAR-22-5

**PROPERTY ADDRESS:** **21 Malcolm Hoyt Rd. (21 Hale Street)**

**DECISION DATE:** 10/11/2022

**MAP/PARCEL(S):** 84-1-E

**BOOK/PAGE:** 34937/566

**ZONING DISTRICT:** I1

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**PROCEDURAL HISTORY**

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The above referenced application for a Variance was submitted on 09/09/2022 for relief from Newburyport's Zoning Ordinance Section VI.A Dimensional Controls for the following request: *construct industrial services building within front yard setback*. The application was determined complete and filed with the City Clerk on 09/09/2022. Notice of the public hearing was published on 09/26/2022 and 10/03/2022 in the Newburyport Daily News. A public hearing on the application was held on 10/11/2022.

After the close of the public hearing, upon a motion to approve made by Ken Swanton and seconded by Gregory Benik, the Board voted as follows:

Rob Ciampitti, Jr., Chair	<u>Yes</u>	Stephen DeLisle	<u>Yes</u>	Ken Swanton	<u>Yes</u>
Walter Chagnon	<u>Yes</u>	Gregory Benik	<u>Yes</u>	Lynn Schow, Assoc.	<u>Not Voting</u>
Patricia Peknik, Assoc.	<u>Not Voting</u>				

Having received the necessary two-thirds super majority vote of the Zoning Board of Appeals, in accordance with M.G.L. Chapter 40A Section 9, as amended, the petition was therefore **APPROVED**.



## PLANS AND DOCUMENTS

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The Board approved the project subject to the following plans attached hereto:

- “Zoning Plan, 21 Hale Street, Newburyport, MA” prepared by Winter GEC, LLC and dated September 6, 2022 and revised on October 3, 2022; and
- “Proposed Exterior Elevations, 21 Hale Street, Newburyport, MA” prepared by Graf Architects and dated September 6, 2022 consisting of sheets A01 and A02.

This application was also accompanied by the following plans, drawings, documents, and submittals, which are hereby incorporated into this decision:

- “Existing Conditions Plan of Land, 23 Hale Street, Newburyport, MA” prepared by Winter GEC, LLC and dated November 30, 2015;
- ZBA Presentation from 10/11/22.

Throughout its deliberations, the Board has been mindful of the statements of the applicants and their representatives, and the comments of the general public, as made at the public hearing.

## FINDINGS

---

In order to grant a Variance, the Board must first determine that the applicant’s project meets specific criteria, as provided in Section X-H (6) of the NZO. These criteria and the Board’s project specific findings for each are enumerated here:

- 1. Conditions and circumstances are unique to the applicant's lot, structure or building and do not apply to the neighboring lands, structures or buildings in the same district.**

The property is located in the I1 zoning district and is unique in that it is a large lot with only two upland areas, one at the front portion adjacent to Hale Street within the front yard setback and another to the southeast rear which would require a wetlands crossing that would remove wildlife habitat in order to develop. Soil conditions, mainly the jurisdictional wetlands, and exceptional physical situation of the site prevents the applicant from locating the building at the required front yard setback.

- 2. Strict application of the provisions of this chapter would deprive the applicant of reasonable use of the lot, structure, or building in a manner equivalent to the use permitted to be made by other owners of their neighboring lands, structures, or buildings in the same district.**

Imposing strict application of the Ordinance would deprive the applicant of the most modicum use of the property that is a prime location within the Industrial Park.

- 3. The unique conditions and circumstances are not the result of actions of the applicant taken subsequent to the adoption of this chapter.**

Resource areas on the property are naturally occurring and not created by the applicant.

- 4. Relief, if approved, will not constitute a grant of special privilege inconsistent with the limitations upon other properties in the district.**

Relief, if approved, will not constitute a grant of special privilege inconsistent with the limitations upon other properties in the district.

## STANDARD CONDITIONS

---

In view of the foregoing findings, the Zoning Board of Appeals hereby grants a Variance subject to the terms and conditions stated below:

1. Recording of Decision and Approved Plans: The applicant shall file this decision with the Southern Essex County Registry of Deeds (or Land Court if registered land) and a copy of the decision stamped with the recording information (Book/Page or Land Court document number) shall be included with the application for any related Building Permits. To ensure compliance with this decision, site/construction plans issued to any contractors shall make clear reference to this written decision and conditions of approval contained herein.
2. Permit Lapse: This permit will lapse after one year from the date of granting and shall no longer be valid if a substantial use has not commenced except for good cause or, in the case of a permit for construction, if construction has not commenced except for good cause, within this period. Excluded from any lapse period is the time required to pursue or await the determination of any appeal taken pursuant to MGL Chapter 40A Section 17.
3. Modifications to Approved Plans: The applicant, property owner, and their successors or assigns, shall adhere to the above referenced and approved plans which are incorporated herein by reference. Should the applicant and/or property owner determine that a plan(s) needs to be modified, they shall notify the ZBA and Office of Planning and Development (OPD) of the proposed modifications in writing and obtain approval from the ZBA (or OPD as specified herein) for such modifications prior to making any changes in the field. The OPD shall determine whether such modifications are minor or major (material) in nature. The ZBA shall schedule a public hearing for review and approval of any changes deemed major or material in nature to the permit originally issued. Any major or material alterations or changes to the above referenced plans shall require prior approval by the ZBA. Minor changes may be approved in writing by the OPD without further review by the ZBA. The determination as to whether an alteration or change in plans is material and therefore subject to ZBA review shall be made at the discretion of the OPD.
4. Curb Cuts: Any new driveway opening or curb cuts that have egress to the public right of way must be approved by the Director of Public Services or Designee in advance of construction.
5. Fire Department Review and Approval: The applicant, owner, successors, or assigns shall be responsible for designing the utilities to meet City standards and ensuring compliance with fire codes prior to commencing work under this approval.
6. Stormwater Management Permit: If the project involves more than 10,000 square feet of land disturbance, the applicant, owner, his successors or assigns, shall obtain a Stormwater Management Permit under the City of Newburyport Stormwater Management Ordinance (Code of Ordinances, Chapter XVII) from the Department of Public Services prior to beginning any site work, including tree clearing and/or regrading. The applicant shall provide a copy of said permit to the Building Commissioner and Zoning Administrator with the application for any related Building Permits.
7. Submission of As-Built Foundation Plan: A copy of the as-built foundation plan shall be provided to the Office of Planning and Development and Building Department upon foundation completion.

8. Site Lighting: All lighting fixtures, including but not limited to, signage, building, parking lot, site, decorative, and security, shall feature cut off fixtures so that the lights are pointed downward reducing light pollution and glare onto abutting properties.
9. Hours of Construction: The developer shall take reasonable care not to disturb surrounding properties and property owners during construction. Construction work shall be limited to the hours between 7 a.m. and 5 p.m. Monday through Friday and 8 a.m. and 4 p.m. on Saturday.
10. Trees and Sidewalks: The applicant shall be responsible for compliance with the applicable provisions of Sections II-B.46a, X-H.6.Q, and X-H.7.B.10 of the Newburyport Zoning Ordinance. If at least one (1) dwelling unit is added or if the cost of the project exceeds more than 50% of the physical value of the entire property, the applicant shall obtain the written recommendation from the Newburyport Tree Warden and Department of Public Services prior to building permit with respect to plans and specifications for (1) the reconstruction, repair, and/or replacement, where appropriate, of all city-owned sidewalks actually adjoining the project Property, in accordance with Sections 12-54 and 12-55 of the Newburyport Code of Ordinances; and (2) the planting, preservation, and/or replacement, where appropriate, of street trees along all public rights-of-ways actually adjoining the project Property, in accordance with article VI of chapter 12 of the Newburyport Code of Ordinances. Said improvements shall be completed prior to occupancy or a proposal shall be submitted to the Zoning Administrator indicating proposed completion schedule.
11. Submission of As-Built Site Plans: A copy of the as-built site plan stamped by a professional engineer shall be submitted to the Office of Planning and Development at the completion of the construction.

## **SPECIAL CONDITIONS**

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In addition to the foregoing standard conditions, the Zoning Board of Appeals hereby grants approval subject to the special conditions stated below:

1. *Prior to the issuance of Building Permit for the proposed project, the applicant shall submit to the City Council a plan and deed/conveyance for approval and acceptance of the open space parcel labeled as Lot A4 on the above referenced plan (5.425 acres of resource area, habitat, upland and wet meadow, and flood storage) adjacent to the project site and as referenced in the applicant's presentation to the Zoning Board of Appeals on October 11, 2022.*
2. *Prior to the issuance of Occupancy Permit for the proposed project, the applicant shall provide the Zoning Administrator proof of recording of the fee interest transfer and deed to the City of Newburyport of the open space parcel labeled as Lot A4 on the above referenced plan (5.425 acres of resource area, habitat, upland and wet meadow, and flood storage) adjacent to the project site to the City of Newburyport, in the event that the City Council votes to accept said offer as noted above.*

## **CONCLUSION AND DECISION**

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For all of the reasons stated herein, the petition for a Variance is therefore **APPROVED**.

## **APPEALS**

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Appeals shall be made within twenty (20) days after the date of filing of this decision in the Office of the



City Clerk directly to a court of competent jurisdiction in accordance with the provision of M.G.L. Chapter 40A Section 17.

**SIGNATURE OF THE BOARD**

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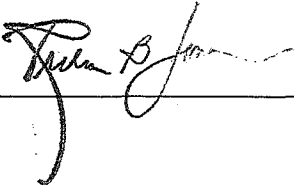
  
\_\_\_\_\_  
Ken Swanton, Vice-Chair

11/8/2022  
\_\_\_\_\_  
Date

**CITY CLERK CERTIFICATION**

---

I, Richard Jones, City Clerk of the City of Newburyport, hereby certify pursuant to M.G.L. Chapter 40A Section 17, that the Variance decision for the property known as 21 Hale Street (21 Malcolm Hoyt Rd.) was filed in the Office of the City Clerk on November 8, 2022. Twenty (20) days have elapsed since the decision was filed and no appeal has been filed.

  
\_\_\_\_\_  
City Clerk

May 22, 2023  
\_\_\_\_\_  
Date

project:

# 21 HALE STREET

Newburyport, MA

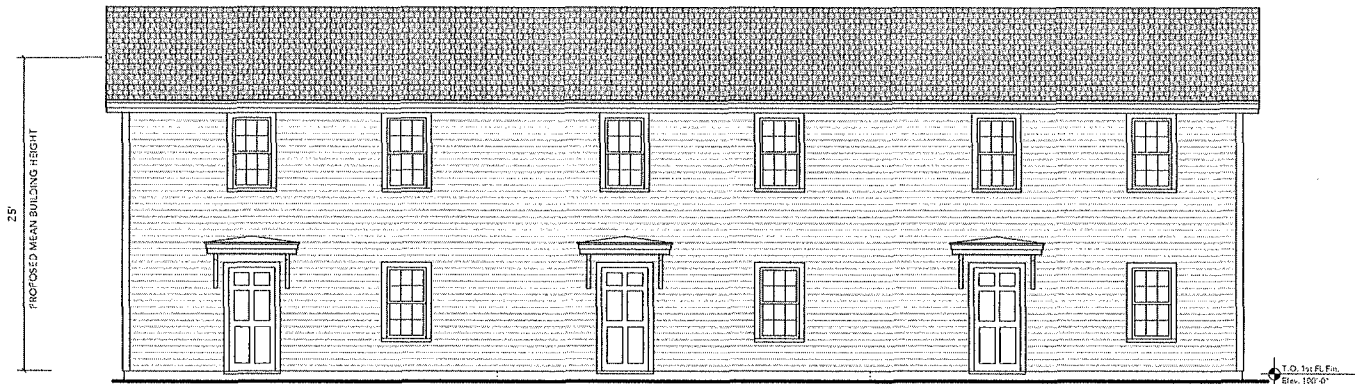
architect:

**GRAF  
ARCHITECTS**

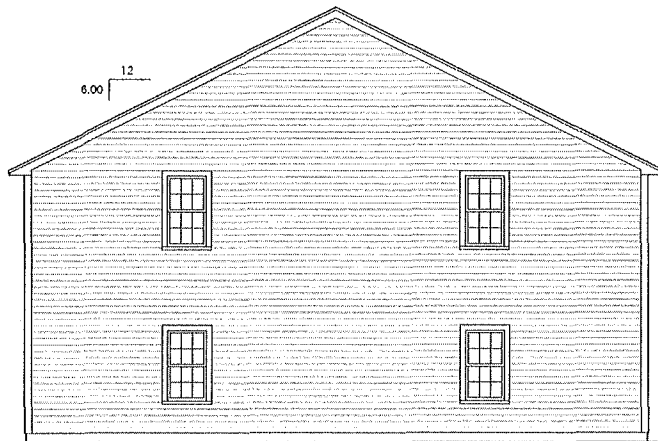
2 Library Street  
Newburyport, MA  
01950

T 978 499 9442

[www.grafarch.com](http://www.grafarch.com)



1 Exterior Elevation - REAR  
SCALE: 1/8" = 1'-0"



2 Exterior Elevation - SIDE  
SCALE: 1/8" = 1'-0"

PROPOSED  
Exterior Elevations

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

0 sept 2022

A01

project:

# 21 HALE STREET

Newburyport, MA

architect:

**GRAF  
ARCHITECTS**

2 Liberty Street  
Newburyport, MA  
01950

T 978 499 9442

[www.grafarch.com](http://www.grafarch.com)

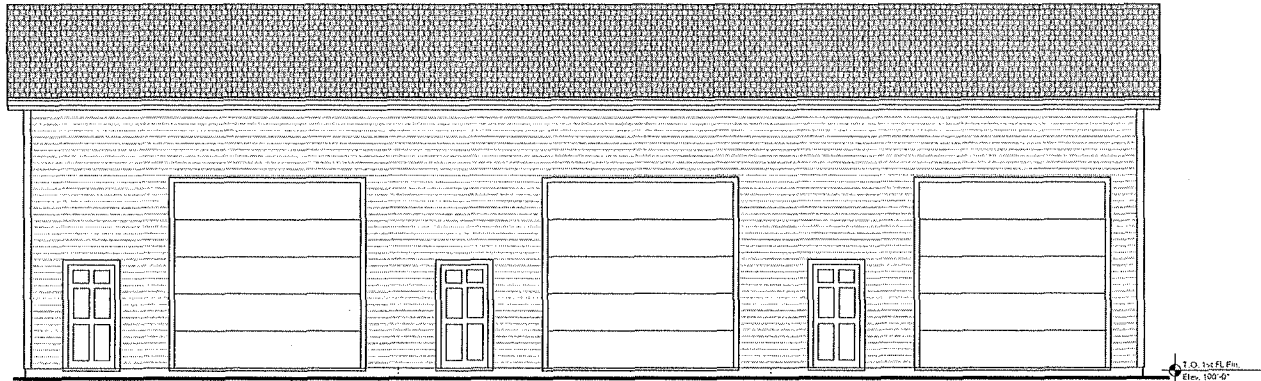
**PROPOSED  
Exterior Elevations**

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

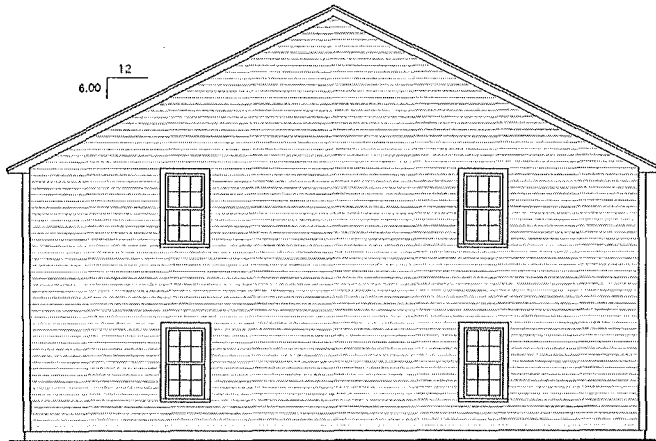
6 sept 2022

**A02**

THE ARCHITECTURE FIRM



**1** Exterior Elevation - REAR  
SCALE: 1/8" = 1'-0"



**2** Exterior Elevation - SIDE  
SCALE: 1/8" = 1'-0"



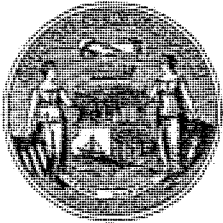
# **EXHIBIT D**

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2023 APR 24 A 11: 35



SO.ESSEX #87 Bk:41574 Pg:003  
05/22/2023 10:58 AM DCSN Pg 1/17  
eRecorded



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

---

**RECORD OF PROCEEDINGS AND  
SITE PLAN REVIEW DECISION**

---

**APPLICANT:** Hale Business Park LLC, c/o Lisa Mead, Mead, Talerman & Costa, LLC  
30 Green Street  
Newburyport, MA 01950

**PROPERTY OWNER:** PESSINA CRAIG TRS

**FILE NO.:** SPR-23-1

**PROPERTY ADDRESS:** **21 Hale Street (formerly part of 21 Malcolm Hoyt Road)**

**DECISION DATE:** 04/05/2023

**MAP/PARCEL(S):** 84-1-E

**BOOK/PAGE:** 34937/566

**ZONING DISTRICT:** I1

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**PROCEDURAL HISTORY:**

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The above referenced application for Site Plan Review was submitted on 2/2/2023 for relief from the Newburyport's Zoning Ordinance Section XV Site Plan Review for the following request: *Major site plan review for construction of industrial service building*. The application was determined complete and filed with the City Clerk on 2/2/2023. Notice of the public hearing was published on 2/20/2023 and 2/27/2023 in the Newburyport Daily News. The public hearing was held on 3/1/2023 and continued to 3/15/2023 and 4/5/2023.

At the close of the public hearing, upon a motion to approve made by Don Walters and seconded by Alden Clark, the Planning Board voted as follows:

Rick Taintor, Chair	<u>Yes</u>	Don Walters	<u>Yes</u>	Elisabeth DeLisle	<u>Absent</u>
Alden Clark	<u>Yes</u>	Robert Koup	<u>Yes</u>	Heather Rogers	<u>Yes</u>
Jamie Pennington	<u>Yes</u>	Richard Yeager	<u>Yes</u>		

Having received the necessary majority vote of the Planning Board, in accordance with M.G.L. Chapter 40A Section 9, as amended, the petition was therefore **APPROVED**.

## **PLANS AND DOCUMENTS:**

---

The Board approved the project subject to the following plans, drawings, documents, and/or submittals:

- A comprehensive plan set for the proposed project entitled, “Industrial/Office Building, 21 Hale Street (21 Malcolm Hoyt Drive) in Newburyport, MA” prepared by GM2 Associates, Inc. consisting of the following sheets:

<b>Sheet No.</b>	<b>Sheet Title</b>	<b>Date</b>
T-1	Title Sheet	7/28/22 (rev. 3/30/23)
S-1	Existing Conditions Plan of Land (20 Scale)	5/31/22
S-2	Existing Conditions Plan of Land (50 Scale)	5/31/22
C101	Erosion Control Plan	7/28/22 (rev. 3/30/23)
C102	Civil Site Plan	7/28/22 (rev. 3/30/23)
C103	Landscape Plan	7/28/22 (rev. 3/30/23)
C501	Civil Details	7/28/22 (rev. 3/30/23)
C502	Civil Details	7/28/22 (rev. 3/30/23)

- “Proposed Exterior Elevations, 21 Hale Street, Newburyport, MA” prepared by Graf Architects and dated September 6, 2022 consisting of sheets A01 and A02.

This application was also accompanied by the following, which are hereby incorporated into this decision:

- Project Narrative and Stormwater Analysis, 21 Malcolm Hoyt Drive, Newburyport prepared by GM2 Associates, Inc. revised on March 30, 2023; and
- Waiver Request dated February 2, 2023; and
- Trip Generation Memorandum prepared by Stephen Sawyer, P.E/ GM2 Associates, Inc. dated February 1, 2023; and
- Review Responses and Updated Submission, prepared by GM2 Associates, Inc. dated March 30, 2023; and
- Approval Not Required Plan of Land, 21 Malcolm Hoyt Drive, Newburyport, MA prepared by Winter GEC, LLC and dated March 7, 2023; and
- Proposed Lighting Spec Sheets submitted with the application

A peer review of engineering and stormwater design was conducted by Christiansen & Sergi, Inc., on behalf of the Planning Board. Additional City Department comments were received on the draft plans which were subsequently revised to address outstanding issues. A full copy of this documentation is on file with the City of Newburyport Office of Planning & Development, 60 Pleasant Street, Newburyport, MA 01950; and

Throughout its deliberations, the Planning Board has been mindful of the statements of the applicants and their representatives, and the comments of the general public, as made at the public hearing.

## **FINDINGS:**

---

**In order to grant Site Plan approval, the Board must first determine that the applicant’s project meets specific criteria, as provided in Section XV-G of the NZO. These criteria and the Board’s project specific findings for each are listed here:**



### **Community Character**

As shown in the accompanying plans and elevations, the proposed building has a footprint of 2,880 square feet. The structure will have a height of 25 feet and the front façade design will be residential in appearance with garage doors in the rear in order to better blend in with the residential area across the street. The proposed building height, size, massing, and materials will allow it to fit well into the immediate neighborhood across Hale Street and with the other industrial buildings in the industrial park.

### **Traffic, Parking, and Public Access**

There will be negligible traffic impacts to Hale Street given the modest size and proposed use of the property. The project minimizes vehicular traffic and safety impacts on adjacent roadways and maximizes the convenience and safety of vehicular, bicycle, and pedestrian movements within the site and neighborhood. The proposed project minimizes adverse impacts on neighborhood parking through the provision of adequate off-street parking. 15 parking spaces along with 2 handicapped spaces will be provided. The site includes two means of egress to Hale Street at the request of the Newburyport Fire Department.

### **Health, Public Services and Utilities**

The project will provide for the appropriate handling of hazardous materials and minimize adverse air quality impacts, noise, glare, and odors. The proposed facility plans demonstrate adequate water supply, wastewater, and solid waste disposal systems service and connections; is well within the capacity of the city's infrastructure; includes appropriate stormwater management; and demonstrates a strong effort to conserve energy.

### **Land Use Planning**

The project is fully consistent with the uses in the industrial park, the zoning ordinance and land use planning and development goals of the 2017 Master Plan. The low impact development of industrial land while preserving open space is in keeping with the planning goals of the city.

### **Open Space and Environmental Protection**

There is no negative impact on Open Space. The proposal includes the preservation of over 5 acres of open space by deeding same to the Conservation Commission and preventing development to the rear of the lot. The developed portion of the property is 5.3% lot coverage which is below the 30% which is allowed by the district. The applicant has been sensitive to the topography and surrounding non-disturbed areas of the site. Donating the remainder of the open space to the Conservation Commission will allow the City to properly maintain important existing drainage channels.

**Development and Performance Standards– This project meets the performance standards as listed in Section XV-H of the Newburyport Zoning Ordinance in the following ways:**

#### **Pedestrian and Vehicular Access and Traffic Impacts**

The site plan shows adequate vehicular access and safe site distance when exiting to Hale Street. The proposed site plan assures safe interior circulation by separating walkway areas and vehicular traffic within the site. 15 parking spaces along with 2 handicapped spaces will be provided. There are two means of egress in accordance with the direction of the Newburyport Fire Department. Two means of egress prevents firetrucks from backing out on to Hale Street and also for access of all sides of the building.

### **Site Plan and Architectural Design**

The proposed building is of appropriate scale, height, bulk and general massing. The architectural style and site placement of the structure is consistent with and complementary to the general area, surrounding topography and natural condition of the site.

### **Lighting**

The proposed building-mounted lights identify and accent key elements of the building such as exterior doors. The lighting uses low level, LED lights which are dark sky compliant.

### **Landscaping**

Landscaping is an integral part of the protection of the resource areas around the site. All plantings are in keeping with the requirements of the Conservation Commission. Parking areas meet the landscape requirements of the zoning ordinance.

### **Stormwater Runoff, Water Quality, Wetlands, and Erosion Control**

The proposed project will include measures to prevent stormwater pollution, minimize erosion and potential flooding as described in the Stormwater Management Report dated March 16, 2023. There will be no adverse impacts on nearby water bodies, subsurface groundwater or neighboring properties are anticipated.

### **Environmental performance standards**

The proposed plans address the development and performance standards referenced within Section XI of the Newburyport Zoning Ordinance. The proposed project and use will not be conducted in a manner "as to create any dangerous, noxious, injurious, or otherwise objectionable fire, explosion, radioactive or other hazard; noise, or vibration, smoke, dust or other form of air pollution; electrical or other disturbance; glare, liquid or solid, refuse or wastes; conditions conducive to the breeding of insects, rodents, or other substance, conditions or element in a manner or in an amount as to affect adversely the surrounding areas."

### **Utilities**

The proposed facility will be served with adequate water supply, wastewater, and solid waste disposal systems; is well within the capacity of the city's infrastructure; includes appropriate stormwater management; and demonstrates a strong effort to conserve energy.

## **WAIVERS:**

---

The Board reviewed and granted the following waivers as requested in the applicant's submission:

- Section XV-E, a, 4 - Landscape Plan Stamped by Landscape Architect
- Section XV-E, b, 3 – Environmental and Community Impact Analysis
- Section XV-E, b, 4 – Traffic Impacts (waiver from submitting a full traffic report)
- Section XV-H, a, 6 – Tree and Sidewalk Ordinance

## **STANDARD CONDITIONS:**

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In view of the foregoing findings, the Planning Board hereby grants a Site Plan approval subject to the terms and conditions stated below:

1. Recording of Decision and Approved Plans: The applicant shall file this decision with the Southern Essex County Registry of Deeds (or Land Court if registered land) and a copy of the decision stamped with the recording information (Book/Page or Land Court document number) shall be included with the application for any related Building Permits. To ensure compliance

with this decision, site/construction plans issued to any contractors shall make clear reference to this written decision and conditions of approval contained herein.

2. Permit Lapse: This permit will lapse after three years from the date of granting and shall no longer be valid if a substantial use has not commenced except for good cause or, in the case of a permit for construction, if construction has not commenced except for good cause, within this period. Excluded from any lapse period is the time required to pursue or await the determination of any appeal taken pursuant to MGL Chapter 40A Section 17.
3. Modifications to Approved Plans: The applicant, property owner, and their successors or assigns, shall adhere to the above referenced and approved plans which are incorporated herein by reference. Should the applicant and/or property owner determine that a plan(s) needs to be modified, they shall notify the Planning Board and Office of Planning and Development (OPD) of the proposed modifications in writing and obtain approval from the Planning Board (or OPD as specified herein) for such modifications prior to making any changes in the field. The OPD shall determine whether such modifications are minor or major (material) in nature. The Planning Board shall schedule a public hearing for review and approval of any changes deemed major or material in nature to the permit originally issued. Any major or material alterations or changes to the above referenced plans shall require prior approval by the Planning Board. Minor changes may be approved in writing by the OPD without further review by the Planning Board. The determination as to whether an alteration or change in plans is material and therefore subject to Planning Board review shall be made at the discretion of the OPD.
4. Curb Cuts: Any new driveway opening or curb cuts that have egress to the public right of way must be approved by the Director of Public Services or Designee in advance of construction.
5. Fire Department Review and Approval: The applicant, owner, successors, or assigns shall be responsible for designing the utilities to meet City standards and ensuring compliance with fire codes prior to commencing work under this approval.
6. Stormwater Management Permit: If the project involves more than 10,000 square feet of land disturbance, the applicant, owner, his successors or assigns, shall obtain a Stormwater Management Permit under the City of Newburyport Stormwater Management Ordinance (Code of Ordinances, Chapter XVII) from the Department of Public Services prior to beginning any site work, including tree clearing and/or regrading. The applicant shall provide a copy of said permit to the Building Commissioner and Zoning Administrator with the application for any related Building Permits.
7. Submission of As-Built Foundation Plan: A copy of the as-built foundation plan shall be provided to the Office of Planning and Development and Building Department upon foundation completion.
8. Site Lighting: All lighting fixtures, including but not limited to, signage, building, parking lot, site, decorative, and security, shall feature cut off fixtures so that the lights are pointed downward reducing light pollution and glare onto abutting properties.
9. Hours of Construction: The developer shall take reasonable care not to disturb surrounding properties and property owners during construction. Construction work shall be limited to the hours between 7 a.m. and 5 p.m. Monday through Friday and 8 a.m. and 4 p.m. on Saturday.
10. Submission of As-Built Site Plans: A copy of the as-built site plan stamped by a professional engineer shall be submitted to the Office of Planning and Development at the completion of the construction.



## **SPECIAL CONDITIONS**

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In addition to the foregoing standard conditions, the Planning Board hereby grants approval subject to the special conditions stated below:

1. Prior to the issuance of Building Permit for the proposed project, as proposed by the applicant, the applicant shall submit to the City Council a plan and deed/conveyance for approval and acceptance of the open space parcel labeled as Lot A4 on the proposed ANR Plan (5.425 acres of resource area, habitat, upland and wet meadow, and flood storage) adjacent to the project site.
2. A Stormwater Pollution Prevention Plan (SWPPP) for the project shall be submitted prior to the start of construction.
3. Prior to the issuance of Occupancy Permit for the proposed project, as proposed by the applicant, if the City Council accepts the deed for open space, the applicant shall provide the Zoning Administrator proof of recording of the fee interest transfer and deed to the City of Newburyport of the open space parcel labeled as Lot A4 on the proposed ANR Plan (5.425 acres of resource area, habitat, upland and wet meadow, and flood storage) adjacent to the project site to the City of Newburyport. In the event that the City Council does not vote to accept said offer as noted above, the provision shall be null and void and an Occupancy Permit may be issued in the regular course of business.
4. Prior to grant of an Occupancy Permit the applicant shall provide the Zoning Administrator with written confirmation from the City Engineer that the plantings along the Hale Street frontage and vehicular access to the site have been installed consistent with the approved plans so as to maintain the intended sight line distances for vehicles exiting the site.

## **CONCLUSION AND DECISION:**

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For all of the reasons stated herein, the petition for a Site Plan Review is therefore **APPROVED**.

## **APPEALS:**

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Appeals of this decision may be made in accordance with applicable law.

## **SIGNATURE OF THE BOARD:**

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The following signature is made in accordance with M.G.L. c.110G and pursuant to the Planning Board's electronic signature authorization vote recorded on Jun 12, 2020 in Book 38602 Page 210 at the Southern Essex Registry of Deeds.

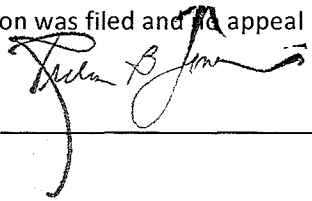
  
Frederick S. Taintor (Apr 21, 2023 11:16 EDT)  
Rick Taintor, Chair

Apr 21, 2023  
Date

**CITY CLERK CERTIFICATION:**

---

I, Richard Jones, City Clerk of the City of Newburyport, hereby certify pursuant to M.G.L. Chapter 40A Section 17, that the Site Plan Review decision for the property known as 21 Malcolm Hoyt Road was filed in the Office of the City Clerk on April 24, 2023. Twenty (20) days have elapsed since the decision was filed and no appeal has been filed.



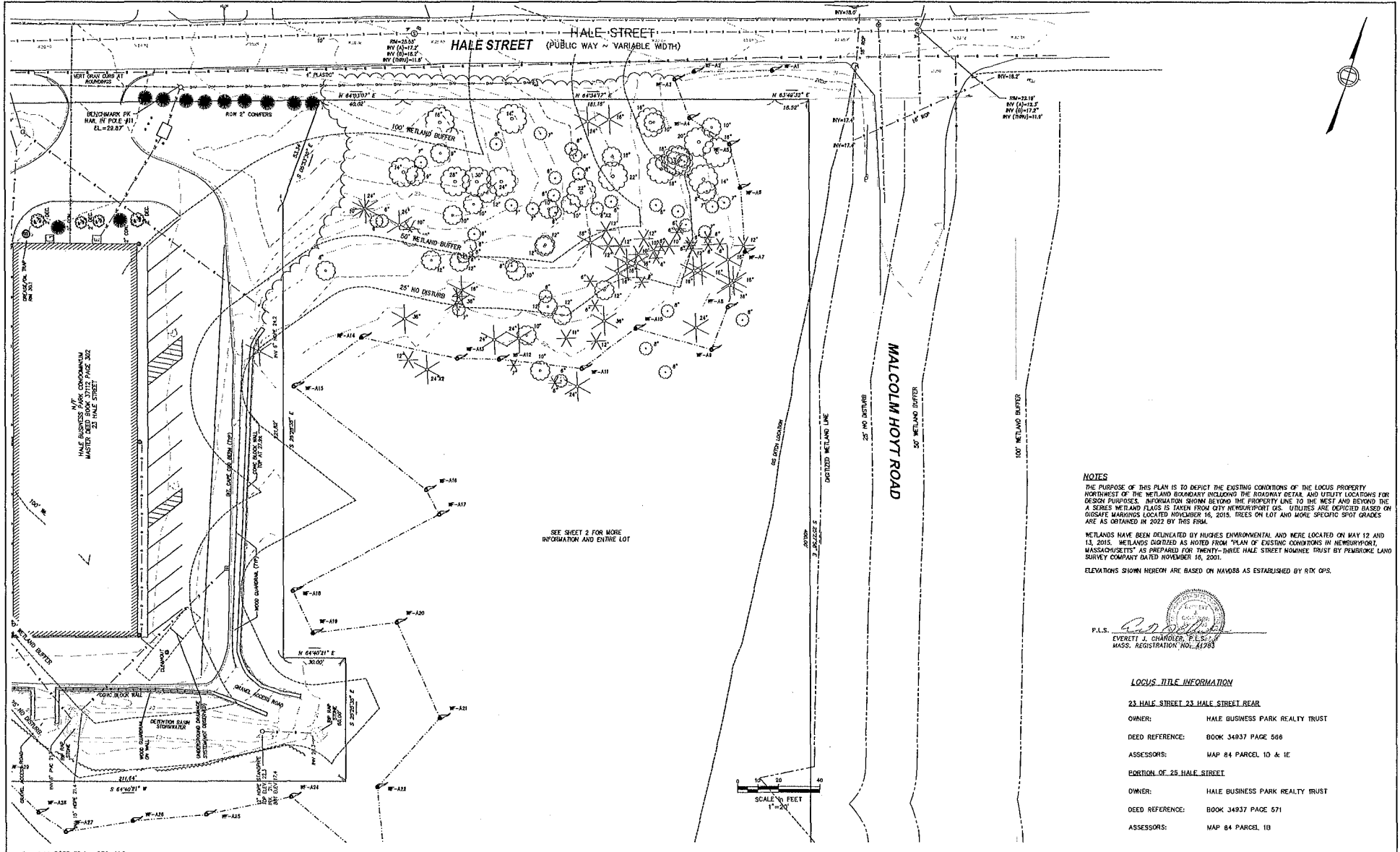
---

City Clerk

May 22, 2023  
Date







**NOTES**

THE PURPOSE OF THIS PLAN IS TO DEPICT THE EXISTING CONDITIONS OF THE LOCUS PROPERTY NORTHWEST OF THE WETLAND BOUNDARY INCLUDING THE ROADWAY DETAIL AND UTILITY LOCATIONS FOR DESIGN PURPOSES. INFORMATION SHOWN BEYOND THE PROPERTY LINE TO THE WEST AND BEYOND THE A SERIES WETLAND FLAGS IS TAKEN FROM CITY NEWBURYPORT GIS. UTILITIES ARE DEPICTED BASED ON GROUND SURVEYS LOCATED NOVEMBER 16, 2015. TREES ON LOT AND MORE SPECIFIC SPOT GRADES ARE AS OBTAINED IN 2022 BY THIS FIRM.

WETLANDS HAVE BEEN DELINEATED BY HUGHES ENVIRONMENTAL AND WERE LOCATED ON MAY 12 AND 13, 2015. WETLANDS Delineated AS NOTED FROM "PLAN OF EXISTING CONDITIONS IN NEWBURYPORT, MASSACHUSETTS" AS PREPARED FOR TWENTY-THREE HALE STREET HOMEOWNERS TRUST BY PEMBROKE LAND SURVEY COMPANY DATED NOVEMBER 16, 2001.

ELEVATIONS SHOWN HEREON ARE BASED ON NAVD83 AS ESTABLISHED BY 6TK OPS.

P.L.S.   
 EVERETT J. CHANDLER, P.L.S.  
 MASS. REGISTRATION NO. 41793

**LOCUS TITLE INFORMATION**

**23 HALE STREET 23 HALE STREET REAR**

OWNER: HALE BUSINESS PARK REALTY TRUST

DEED REFERENCE: BOOK 34937 PAGE 568

ASSESSORS: MAP 84 PARCEL 10 & 1E

**PORTION OF 25 HALE STREET**

OWNER: HALE BUSINESS PARK REALTY TRUST

DEED REFERENCE: BOOK 34937 PAGE 571

ASSESSORS: MAP 84 PARCEL 10

Copyright 2022 Winter GEC, LLC

**Winter GEC, LLC**  
 44 MERRIMAC STREET  
 NEWBURYPORT, MA 01950  
 978-270-9828

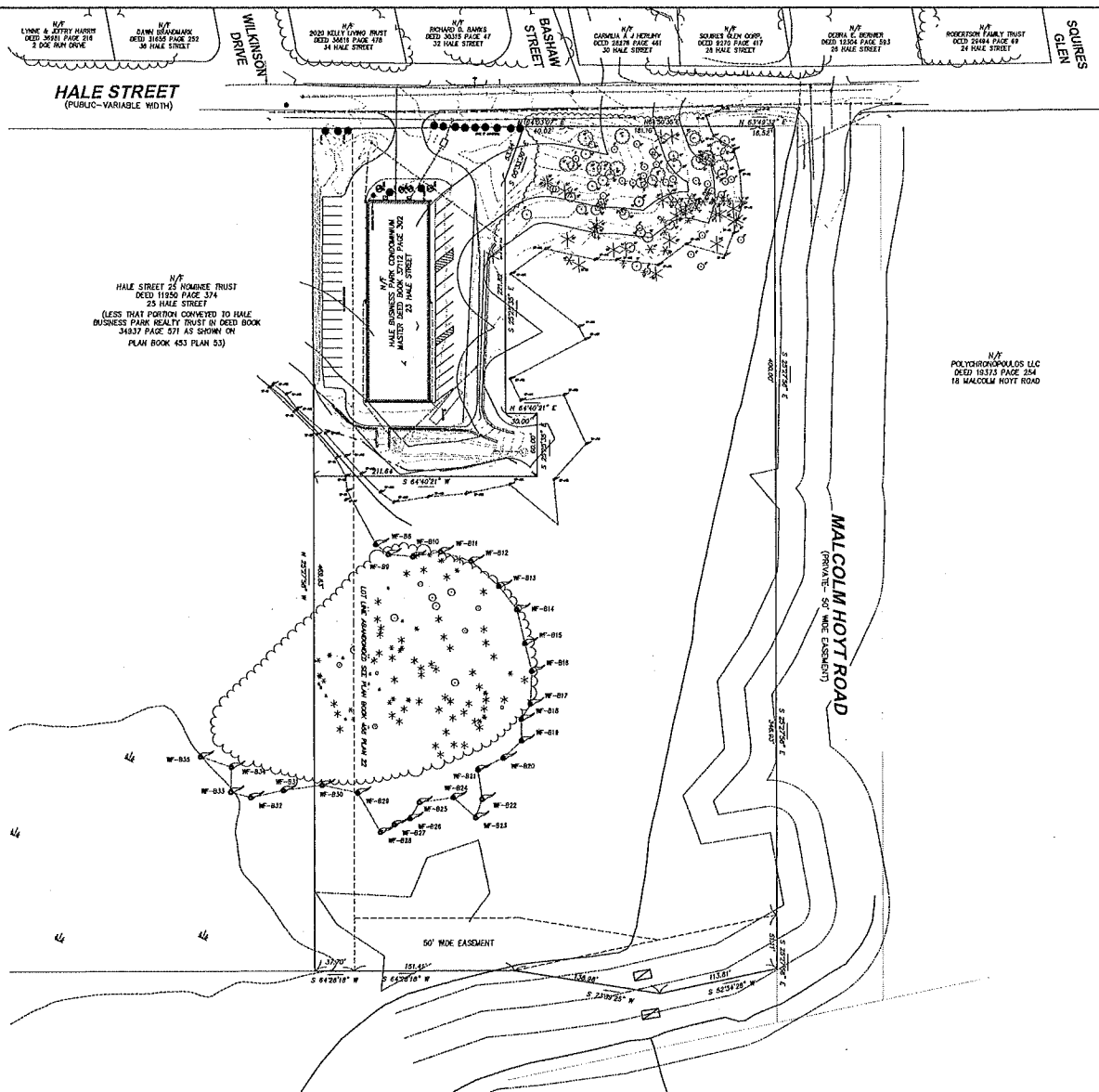
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HORIZ: 1" = 20'			
VERT: _____			
NO.	DATE	BY	REVISIONS

FIELD: EC/SS/CO  
 CALCS: EC  
 CHECKED: EJC  
 APPROVED: EJC

EXISTING CONDITIONS  
 PLAN OF LAND  
 21 MALCOLM HOYT ROAD

PLAN OF LAND IN  
 NEWBURYPORT, MA  
 SURVEYED FOR  
 HALE BUSINESS PARK REALTY TRUST

PROJECT NO.  
 21MALCOLMHOTT  
 DATE: MAY 31, 2022  
 S-1



WILKINSON DRIVE  
 N/T LINDS & JERRY HAVERT DEED 3941 PAGE 214 2 DOE RUN DRIVE  
 N/T CLAY BISHAWMAN DEED 1165 PAGE 292 36 HALE STREET

N/T 2081 KELLY LYING DEED 3061 PAGE 478 34 HALE STREET  
 N/T RICHARD L. BARRIS DEED 1015 PAGE 47 32 HALE STREET

N/T CAROL A. J. HERBAY DEED 3528 PAGE 481 30 HALE STREET  
 N/T SQUIRES GLEN CORP. DEED 8270 PAGE 483 28 HALE STREET

N/T DEBRA E. BURNER DEED 12554 PAGE 583 26 HALE STREET  
 N/T ROBERTSON FAMILY TRUST DEED 5044 PAGE 49 24 HALE STREET

N/T POLYCHROMAPOS LLC DEED 19312 PAGE 254 18 MALCOLM HOYT ROAD

**HALE STREET**  
 (PUBLIC-VARIABLE WIDTH)

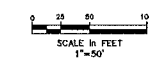
**MALCOLM HOYT ROAD**  
 (PRIVATE - 50' WIDE EASEMENT)

N/T HALE STREET 25 NOMANEE TRUST DEED 11550 PAGE 374 25 HALE STREET  
 (LESS THAT PORTION CONVEYED TO HALE BUSINESS PARK REALTY TRUST IN DEED BOOK 34937 PAGE 571 AS SHOWN ON PLAN BOOK 453 PLAN 53)

**NOTES**  
 SHEET 2 OF 2 IS FOR GENERAL DRAINAGE REFERENCE ONLY. INFORMATION NOT SHOWN ON SHEET 1 OF 2 HAS BEEN TAKEN FROM THE CITY OF NEWBURYPORT AS NOTED ON SHEET 1.  
 SEE SHEET 1 OF 2 FOR ADDITIONAL NOTES.

P.L.S.   
 EVERETT J. CHARUKER, P.L.S.  
 MASS. REGISTRATION NO. 81283

**LOCUS TITLE INFORMATION**  
 23 HALE STREET 23 HALE STREET BEAR  
 OWNER: HALE BUSINESS PARK REALTY TRUST  
 DEED REFERENCE: BOOK 34937 PAGE 569  
 ASSESSORS: MAP 64 PARCEL 1D & 1E  
 PORTION OF 25 HALE STREET  
 OWNER: HALE BUSINESS PARK REALTY TRUST  
 DEED REFERENCE: BOOK 34937 PAGE 571  
 ASSESSORS: MAP 64 PARCEL 1B



Copyright 2022 Winter GEC, LLC

Winter GEC, LLC  
 44 MERRIMAC STREET  
 NEWBURYPORT, MA 01950  
 978-270-6626

SCALE:			
HORIZ: 1" = 30'			
VERT: _____			
NO.	DATE	BY	REVISIONS

FIELD: EG/SS/CO  
 CALCS: EC  
 CHECKED: EJC  
 APPROVED: EJC

EXISTING CONDITIONS  
 PLAN OF LAND  
 21 MALCOLM HOYT ROAD

PLAN OF LAND IN  
 NEWBURYPORT, MA  
 SURVEYED FOR  
 HALE BUSINESS PARK REALTY TRUST

PROJECT NO.  
 21MALCOLMHOYT  
 DATE: MAY 31, 2022  
 S-2





**GENERAL NOTES**

ALL WORK PERFORMED AS PART OF THIS PROJECT SHALL CONFORM TO THE CITY OF NEWBURYPORT, DEPT. OF PUBLIC WORKS AND ANY OTHER AGENCY WITH AUTHORITY IN THIS AREA.

CONTRACTOR TO MAINTAIN WORK AREA IN A CLEAN CONDITION. NO CONSTRUCTION DEBRIS SHALL BE ALLOWED TO ACCUMULATE WITHIN THE WORK SITE AND NO DIRT, GRAVEL, ETC. SHALL BE ALLOWED TO ACCUMULATE ON THE PUBLIC RIGHT-OF-WAY.

AREAS OUTSIDE THE LIMITS OF PROPOSED WORK OBTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THE ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

A TYPICAL 6" CURB REVEAL SHALL BE MAINTAINED WHERE POSSIBLE. THE CONTRACTOR SHALL IDENTIFY AREAS WHICH CANNOT MAINTAIN 6" OF REVEAL. THE CONTRACTOR WILL REVIEW THESE AREAS WITH THE ENGINEER PRIOR TO PLACEMENT OF CURB.

A 1.5% CROSS SLOPE SHALL BE MAINTAINED ON ALL PROPOSED SIDEWALKS.

**SIGHT DISTANCE NOTE:**  
UPON COMPLETION OF SITE ENTRY APRONS THE DESIGN ENGINEER SHALL MEET WITH CITY ENGINEERING STAFF TO ESTABLISH LIMIT OF ANY CLEARING REQUIRED TO PROVIDE ADEQUATE SIGHT LINES FOR SAFE VEHICLE EXIST FROM DRIVEWAYS. THIS LIMIT OF CLEAR SIGHT LINE MUST BE MAINTAINED BY THE PROPERTY OWNER.

**PIPE MATERIALS:**

- DOMESTIC WATER SERVICE: 2 INCH COPPER TUBING TYPE K
- FIRE SERVICE: 4" DIOL PIPE. (POLYWRAP ALL DUCTILE IRON PIPE)
- ALL WATER LINES SHALL HAVE A MINIMUM OF FIVE (5) FEET OF COVER
- SEWER: 6 INCH PVC SERVICE (MINIMUM SLOPE= 0.020)
- ASTM D3034-SDR 35
- STORM DRAIN: 12 INCH HDPE (MINIMUM SLOPE= 0.020)
- ROOF DRAIN: 6 INCH PVC ASTM D3034-SDR 35 (MINIMUM SLOPE= 0.010)

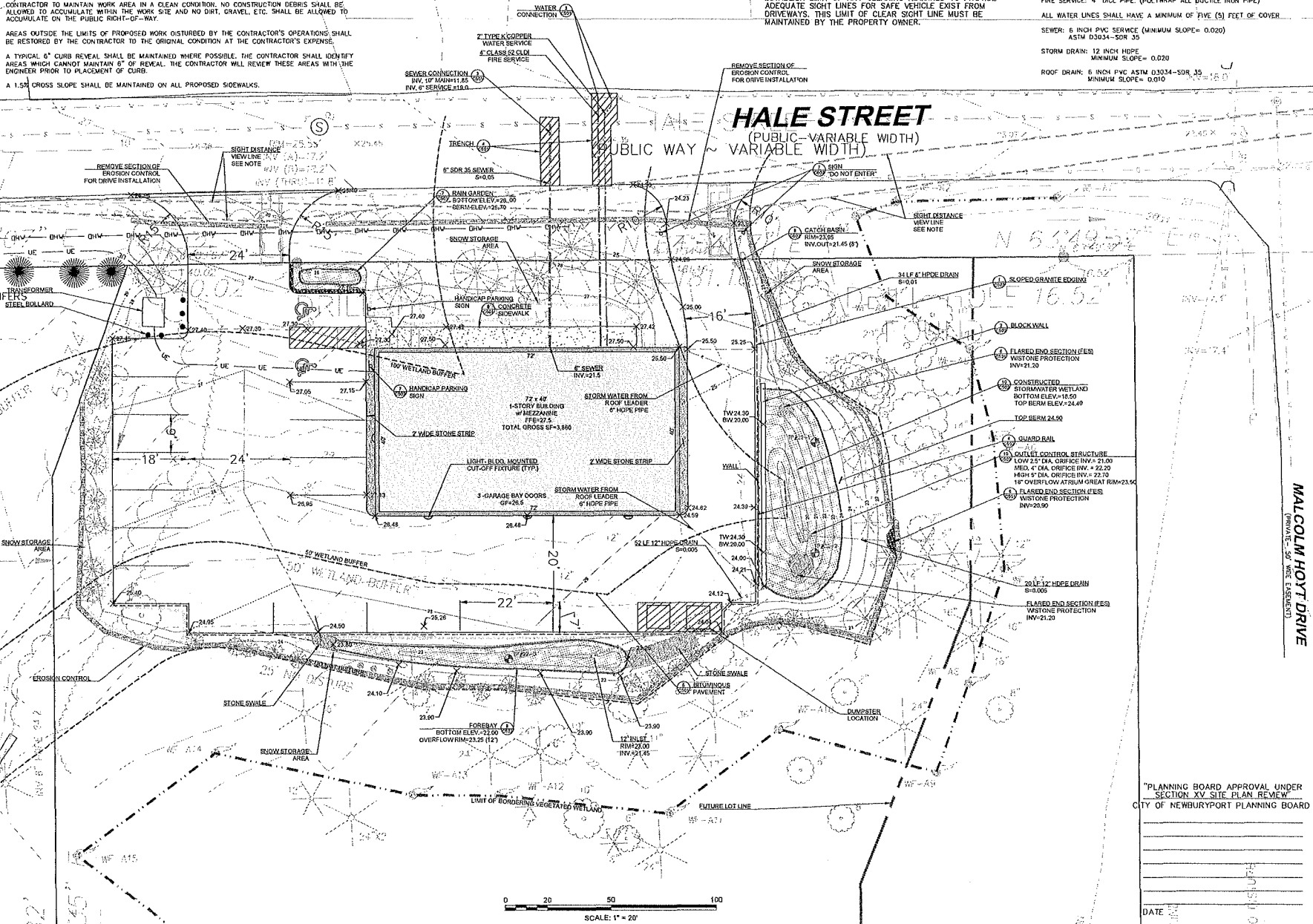
OWNER  
CHART HOUSE  
DEVELOPMENT, LLC  
234 MIDDLE ST  
WEST NEWBURY, MA 01965

PROJECT TEAM

21 HALE STREET  
(21 MALCOLM HOYT DRIVE)  
2-STORY BUILDING  
& PARKING  
NEWBURYPORT, MA

REV	DESCRIPTION	DATE
1.	CITY & PEER REVIEW	3/20/23
1.	PEER REVIEW	3/16/23
2.	TECH. REVIEW	3/14/23
1.	SPR. SUBMISSION	10/10/22

MALCOLM HOYT DRIVE  
(FORMERLY 50' WIDE EXPANDED)



STAMP

CIVIL SITE &  
LANDSCAPE  
PLAN

SHEET NAME:

**C102**

DR BY: GS  
CHK BY: SS  
PROJ NO: 40874  
DATE: 07/28/2022  
SCALE: 1"=10'

"PLANNING BOARD APPROVAL UNDER SECTION XV SITE PLAN REVIEW"  
CITY OF NEWBURYPORT PLANNING BOARD

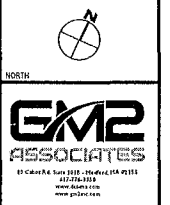
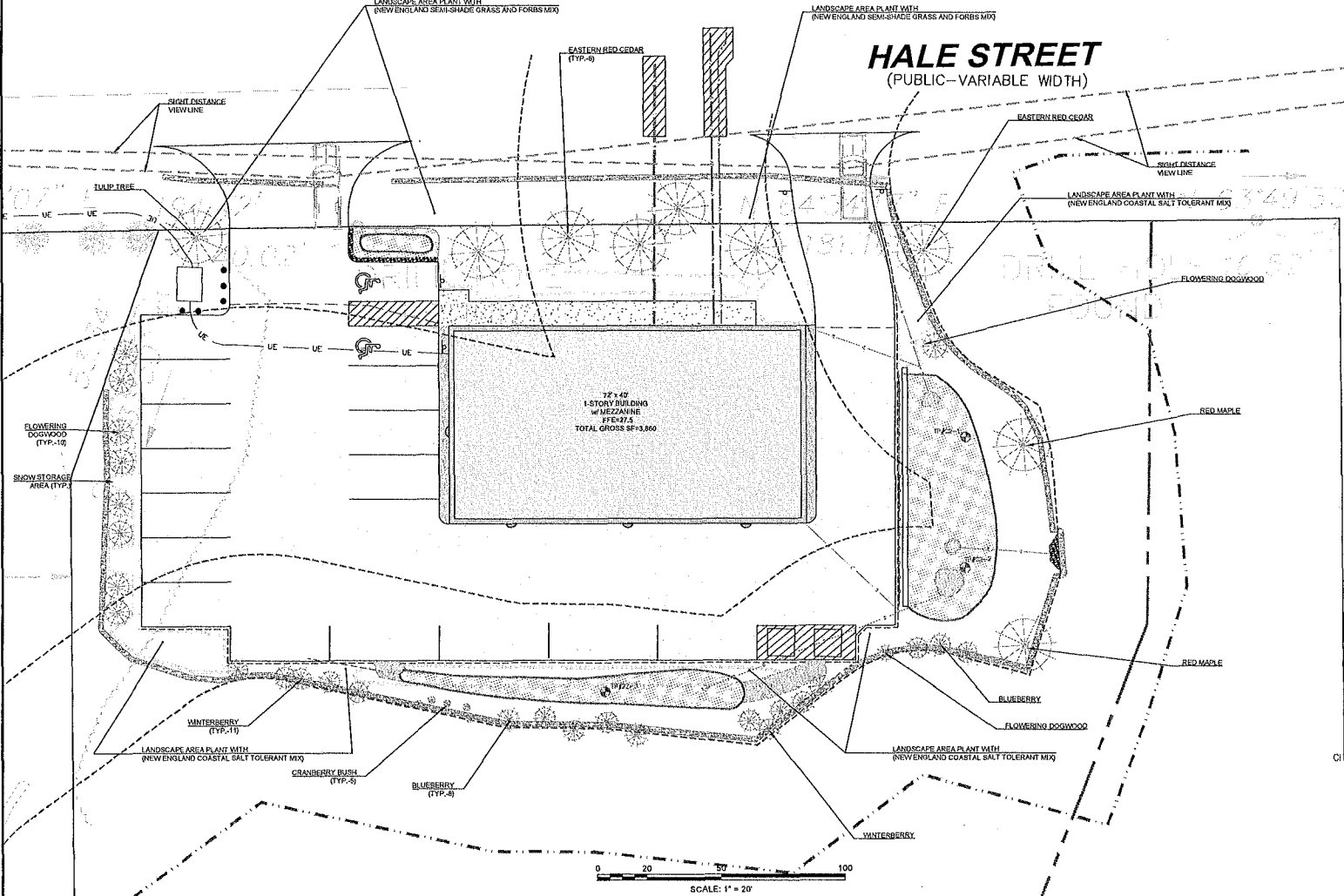
DATE

P:\2022 Projects\08274-00 Newburyport 31 New St\Civil\Engineering\Drawings\08274\_C102\_S1.dwg

P:\2022 Projects\0827100 - Newburyport 21 Hale St\CD\Drawings\CD\_C103\_LANDSCAPE.dwg

PLANTING NOTE:  
PLANTS SHOWN ON THIS PLAN WERE PROVIDED UNDER THE  
DIRECTION OF HUGHES ENVIRONMENTAL CONSULTING

Landscape Plant Schedule			
Common Name	Latin Name	Size	Quantity
Tulip Tree	Liriodendron tulipifera	1.5" dbh	1
Red Maple	Acer Rubrum	1.5" dbh	2
Eastern Red Cedar	Juniperus virginiana	6-8' height	6
Flowering Dogwood	Cornus Florida	5-7" height	10
Cranberry Bush	Viburnum trilobum	1 Gallon Pot	5
Winterberry	Ilex verticillata	1 Gallon Pot	11
Blueberry	Vaccinium corymbosum	1 Gallon Pot	8
Seed Mixes		Area of use	
New England Semi- Shade Grass and Forbs		Front of site landscape area	Rate per New England Wetland Plants Spec Sheet
New England Coastal Salt Tolerant Grass Mix		Perimeter of remaining site	Rate per New England Wetland Plants Spec Sheet



OWNER  
CHART HOUSE  
DEVELOPMENT, LLC  
234 MIDDLE ST  
WEST NEWBURY, MA 01885

PROJECT TEAM

21 HALE STREET  
(21 MALCOLM HOYT  
DRIVE)  
2-STORY BUILDING  
& PARKING  
NEWBURYPORT, MA

PROJECT INFO

REV	DESCRIPTION	DATE
1.	CITY & PIER REVIEW	3/8/23
1.	P&L PIER REVIEW	3/16/23
2.	TECH. REVIEW	2/14/23
1.	SPR. SUBMISSION	1/19/23



STAMP:

MALCOLM HOYT DRIVE  
(PRIVATE - 50' WIDE EASEMENT)

LANDSCAPE PLAN

SHEET NAME:  
**C103**

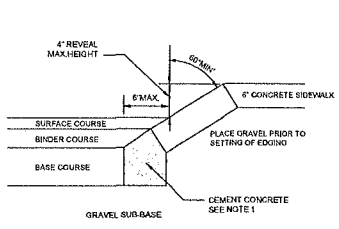
SHEET NO:  
DR BY: GS  
CHK BY: SS  
PROJ NO: 40874  
DATE: 07/28/2022  
SCALE: 1"=10'

"PLANNING BOARD APPROVAL UNDER  
SECTION XV, SITE PLAN REVIEW"  
CITY OF NEWBURYPORT PLANNING BOARD

DATE

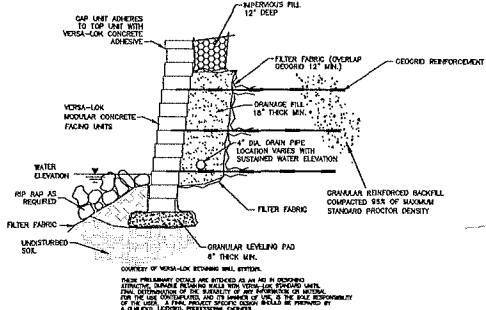




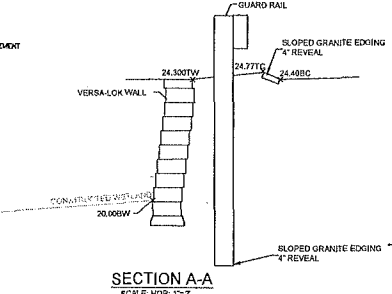


1. ANY DESIGNATED CEMENT CONCRETE THAT IS ACCEPTABLE TO MASSDOT UNDER SECTION 114 OF THE STANDARDS SPECIFICATIONS; ALL TEST REQUIREMENTS ARE WAIVED, NOT W/ ASPHALT SHALL NOT BE USED AS A SUBSTITUTE.
2. THE REVEAL IS TO BE A MAXIMUM OF 1" UNDER ALL CONDITIONS, THE ANGLE IS TO BE A MINIMUM OF 60° FROM VERTICAL UNDER ALL CONDITIONS.

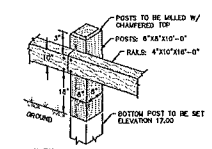
1 SLOPED GRANITE CURB  
NOT TO SCALE



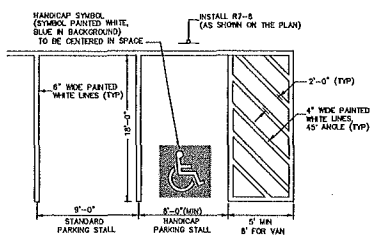
2 WALL DETAIL  
NOT TO SCALE



3 WALL SECTION  
NOT TO SCALE

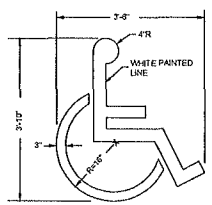


4 WOOD GUARD RAIL - TYPE 1  
NOT TO SCALE

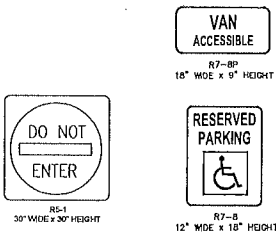


- NOTE:
1. ALL PAINT SHALL BE FAST DRYING WHITE TRAFFIC PAINT, MEET THE REQUIREMENTS OF AASHTO M248-TYPE II. PAINT SHALL BE APPLIED AS SPECIFIED BY MANUFACTURER.
  2. SYMBOLS & PARKING STALLS SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.

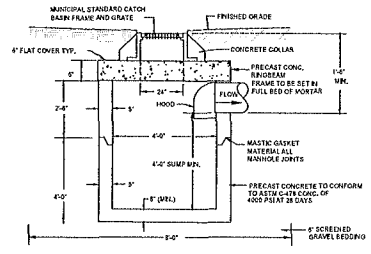
5 PARKING STALL STRIPING  
NOT TO SCALE



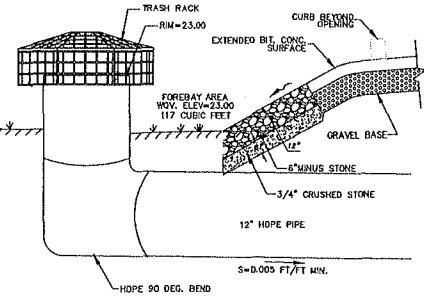
6 PAINTED HANDICAP SYMBOL  
NOT TO SCALE



7 SIGNS  
NOT TO SCALE



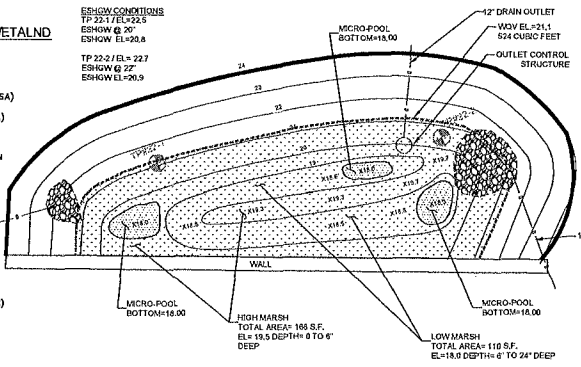
8 FLAT TOP CATCH BASIN FOR H-20 LOADING WITH HOODED OUTLET  
NOT TO SCALE



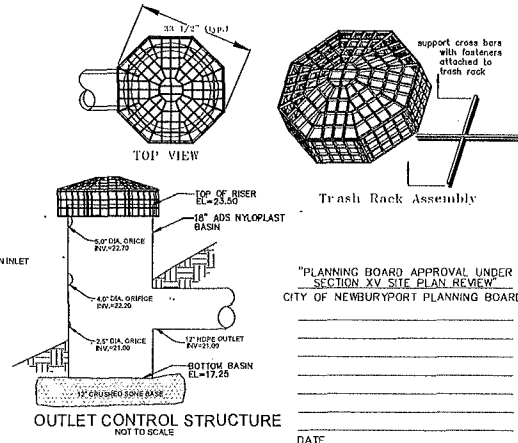
9 FOREBAY AND INLET/OUTLET DETAIL  
NOT TO SCALE

PLANTING LIST FOR CONSTRUCTED POCKET WETLAND

- LOW MARSH PLANTINGS:  
 BUTTONBUSH (CEPHALANTHUS OCCIDENTALIS) SIX TO EIGHT FOOT CENTERS  
 ALDER (ALNUS SERRULATA OR REGOSA) TEN FOOT CENTERS  
 QUICK POTATO (SAGITARIA LATIFOLIA) ONE FOOT CENTERS
- HIGH MARSH PLANTINGS:  
 PUSSY WILLOW (SALIX DISCOLOR) TEN FOOT CENTERS  
 BLACK WILLOW (SALIX NIGRA) EIGHT FOOT CENTERS
- SEED MIX:  
 TUSSOCK SEDGE (CAREX STRICTA)  
 FOX SEDGE (CAREX MUPHONDEA)  
 LURID SEDGE (CAREX LURIDA)  
 SOFT RUSH (JUNCUS EFFUSUS)  
 FROVED SEDGE (CAREX GRINKE)  
 SWEETFLAG (ACORUS AMERICANUS)  
 JOE PYE WEED (EUPATORIUM MACULATUM)  
 BONESET (EUPATORIUM PERFLATUM)  
 GREEN BULRUSH (SCIRPUS ATROVIRENS)  
 WOODGRASS (SCIRPUS CYPENSIUS)  
 BLUE VERNAIN (VERBENA HASTATE)



10 CONSTRUCTED POCKET WETLAND  
NOT TO SCALE



OUTLET CONTROL STRUCTURE  
NOT TO SCALE

"PLANNING BOARD APPROVAL UNDER SECTION XV, SITE PLAN REVIEW"  
CITY OF NEWBURYPORT PLANNING BOARD

REV	DESCRIPTION	DATE
1	CITY & PEER REVIEW	2/10/23
2	PK & PEER REVIEW	2/16/23
3	TECH. REVIEW	2/14/23
4	SPR SUBMISSION	10/19/22



OWNER  
 CHART HOUSE  
 DEVELOPMENT, LLC  
 234 MIDDLE ST  
 WEST NEWBURY, MA 01985

PROJECT TEAM

21 HALE STREET  
 (21 MALCOLM HOYT DRIVE)  
 2-STORY BUILDING & PARKING  
 NEWBURYPORT, MA  
 PROJECT 549

REV	DESCRIPTION	DATE
1	CITY & PEER REVIEW	2/10/23
2	PK & PEER REVIEW	2/16/23
3	TECH. REVIEW	2/14/23
4	SPR SUBMISSION	10/19/22



STAMP

CIVIL  
 DETAILS

SHEET NAME:  
**C502**  
 SNT NO:  
 DR BY: GS  
 CHK BY: SS  
 PROJ NO: 40874  
 DATE: 07/28/22  
 SCALE: NOT TO SCALE

project:

# 21 HALE STREET

Newburyport, MA

architect:

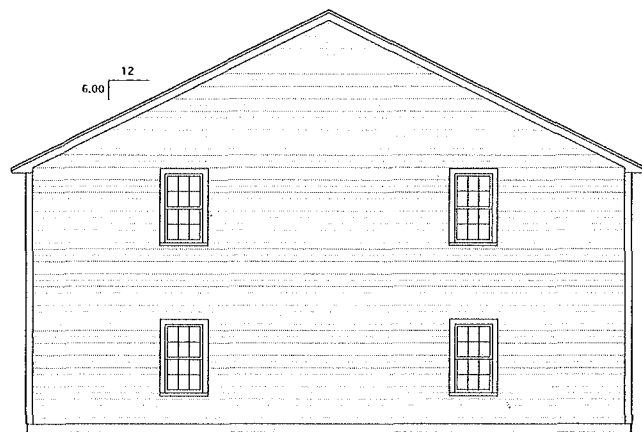
**GRAF  
ARCHITECTS**

2 Liberty Street  
Newburyport, MA  
01950  
T. 978 499 9442

[www.grafarch.com](http://www.grafarch.com)



① Exterior Elevation - REAR  
SCALE: 1/8" = 1'-0"



② Exterior Elevation - SIDE  
SCALE: 1/8" = 1'-0"

PROPOSED  
Exterior Elevations

SCALE: 1/8" = 1'-0"  
6 sept 2022

A01





# **EXHIBIT E**



SO.ESSEX #192 Bk:41567 Pg:171  
 05/17/2023 01:14 PM CONDN Pg 1/18  
 eRecorded



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 051-1067  
 MassDEP File #  
 eDEP Transaction #  
 Newburyport  
 City/Town

**A. General Information**

Please note:  
 this form has  
 been modified  
 with added  
 space to  
 accommodate  
 the Registry  
 of Deeds  
 Requirements

**Important:**  
 When filling  
 out forms on  
 the  
 computer,  
 use only the  
 tab key to  
 move your  
 cursor - do  
 not use the  
 return key.

1. From: Newburyport  
 Conservation Commission

2. This issuance is for (check one):  
 a.  Order of Conditions b.  Amended Order of Conditions

3. To: Applicant:  
Craig Pessina  
 a. First Name b. Last Name

Hale Business Park Realty Trust  
 c. Organization

23 Hale Street Unit A  
 d. Mailing Address

Newburyport MA 01950  
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):  
 a. First Name b. Last Name

c. Organization

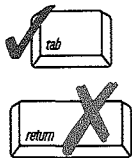
d. Mailing Address

e. City/Town f. State g. Zip Code

5. Project Location:  
21 Malcolm Hoyt Road Newburyport  
 a. Street Address b. City/Town

84 1-E  
 c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known:  
 d m s d m s  
 d. Latitude e. Longitude





**Massachusetts Department of Environmental Protection**  
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**A. General Information (cont.)**

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):  
 Essex  
 a. County Essex b. Certificate Number (if registered land) \_\_\_\_\_  
 c. Book 34937 d. Page 566
7. Dates: 7/29/2022 4/18/2023 5/3/2023  
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):  
 Plan of Land in Newburyport, MA, Surveyed for Hale Business Park Realty Trust, sheets C101 to C103  
 GM2, Inc. Stephen B. Sawyer  
 b. Prepared By c. Signed and Stamped by  
7/28/2022, 3/30/2023 e. Scale \_\_\_\_\_  
 d. Final Revision Date
- f. Additional Plan or Document Title \_\_\_\_\_ g. Date \_\_\_\_\_

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:  
 Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- a.  Public Water Supply b.  Land Containing Shellfish c.  Prevention of Pollution  
 d.  Private Water Supply e.  Fisheries f.  Protection of Wildlife Habitat  
 g.  Groundwater Supply h.  Storm Damage Prevention i.  Flood Control
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

**Approved** subject to:

- a.  the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.





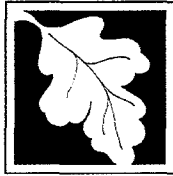
**B. Findings (cont.)**

Denied because:

- b.  the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c.  the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
- 3.  Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 25  
 a. linear feet

**Inland Resource Area Impacts:** Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet e. c/y dredged	b. square feet f. c/y dredged	c. square feet	d. square feet
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



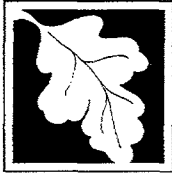
**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 051-1067  
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 eDEP Transaction # \_\_\_\_\_  
 Newburyport  
 City/Town

**B. Findings (cont.)**

**Coastal Resource Area Impacts:** Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	_____	_____	_____ cu. yd	_____ cu. yd
	a. square feet	b. square feet	c. nourishment	d. nourishment
14. <input type="checkbox"/> Coastal Dunes	_____	_____	_____ cu. yd	_____ cu. yd
	a. square feet	b. square feet	c. nourishment	d. nourishment
15. <input type="checkbox"/> Coastal Banks	_____	_____		
	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	_____	_____		
	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	_____	_____		
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	_____	_____		
	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	_____	_____		
	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	_____	_____	_____	_____
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	_____	_____	_____	_____
	g. square feet	h. square feet	i. square feet	j. square feet



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**B. Findings (cont.)**

\* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

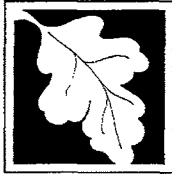
23. <input type="checkbox"/> vv Restoration/Enhancement *:	0	0
	a. square feet of BVW	b. square feet of salt marsh
24. <input type="checkbox"/> Stream Crossing(s):	0	0
	a. number of new stream crossings	b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. The work is a maintenance dredging project as provided for in the Act; or
  - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
  - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 5/3/2026 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.





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**C. General Conditions Under Massachusetts Wetlands Protection Act**

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,  

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
"File Number            051-1067            "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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Bureau of Resource Protection - Wetlands  
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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
  - (1)  is subject to the Massachusetts Stormwater Standards
  - (2)  is NOT subject to the Massachusetts Stormwater Standards

**If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
  - i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
  - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
  - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
- i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
  - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.





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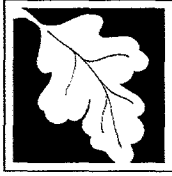
**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission (“Commission”) upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

See Attached

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable?  Yes
2. The Newburyport Conservation Commission hereby finds (check one that applies):  
Conservation Commission
  - a.  that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:  
1. Municipal Ordinance or Bylaw \_\_\_\_\_ 2. Citation \_\_\_\_\_

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b.  that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:  
1. Municipal Ordinance or Bylaw \_\_\_\_\_ 2. Citation \_\_\_\_\_
3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.  
The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):  
  

---



CITY OF NEWBURYPORT  
CONSERVATION COMMISSION  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950  
978-465-4400

---

**Order of Conditions for 21 Malcolm Hoyt Road**

Electronic Signature Page

**Standard and Special Conditions for 21 Malcolm Hoyt Road**

**DEP File Number:** 051-1067

**Date:** April 18, 2023

**Applicant:** Craig Pessina, Hale Business Park Realty Trust

**Property Owner:** Same

**Project Location:** 21 Malcolm Hoyt Road      **Map:** 84      **Lot:** 1E

**Project Description:** Construction of a new two-story commercial building with a footprint of 2,880 square feet, driveway, 17-space parking area, and associated stormwater management systems. 5.425 acres of the site is to be donated to the City of Newburyport as open space.

**E-Signatures:**

The name(s) typed below represent the intent to sign the foregoing document:

Stephen Moore, Vice Chair

Charles Aloviseti, Member

Dan Warchol, Member

David Vine, Member

**Date Signed:** April 18, 2023

*Vote to adopt MGL c.110G and use electronic signatures recorded at:  
S. Essex Dist. Reg. Deeds Book 40811, Page 353*





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**E. Signatures**

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

5/3/2023

1. Date of Issuance

Please indicate the number of members who will sign this form.

4

This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

---

Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name

by hand delivery on

by certified mail, return receipt requested, on

Date

5/3/2023  
Date



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
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City/Town

## F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 051-1067  
 MassDEP File # \_\_\_\_\_  
 eDEP Transaction # \_\_\_\_\_  
 Newburyport  
 City/Town

**G. Recording Information**

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Newburyport  
 Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location MassDEP File Number

Has been recorded at the Registry of Deeds of:

County Book Page

for: Property Owner

and has been noted in the chain of title of the affected property in:

Book Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

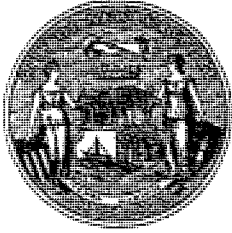
Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant





CITY OF NEWBURYPORT  
CONSERVATION COMMISSION  
60 PLEASANT STREET • P.O. BOX 550  
NEWBURYPORT, MA 01950  
(978) 465-4400  
[WWW.CITYOFNEWBURYPORT.COM](http://WWW.CITYOFNEWBURYPORT.COM)

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## Standard and Special Conditions for 21 Malcolm Hoyt Road

**DEP File Number:** 051-1067

**Date:** May 3, 2023

**Applicant:** Craig Pessina, Hale Business Park Realty Trust

**Property Owner:** Same

**Project Location:** 21 Malcolm Hoyt Road      **Map:** 84      **Lot:** 1E

**Project Description:** Construction of a new two-story commercial building with a footprint of 2,880 square feet, driveway, 17-space parking area, and associated stormwater management systems. 5.425 acres of the site is to be donated to the City of Newburyport as open space.

These conditions are in addition to and part of the Order of Conditions (WPA Form 5) for the property located at 21 Malcolm Hoyt Road, Newburyport, MA 01950.

This project shall conform to the following documents and plans unless otherwise specified:

1. WPA Form 3 Notice of Intent, Project Narrative and Supporting Documentation, prepared by Hughes Environmental Consulting, dated July 29, 2022.
2. 21 Malcolm Hoyt Drive, 2-Story Building and Parking, Newburyport, MA, Sheets C101-C103, prepared by Design Consultants Inc., signed by Stephen Sawyer, dated 07/28/2022. Revised 3/30/2023.

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### A. General Conditions

19. The Conservation Commission shall be informed of all changes that may be made to the Plan(s) of Record by any other Board, Commission or Authority or as a result of changes by the Applicant. All changes shall require additional approvals from the Conservation Commission.
20. A member of the Newburyport Conservation Commission (the Commission) or its administrator may enter and inspect the property and the activity that are the subjects of this Order at all reasonable times, with or without probable cause or prior notice, and until a Certificate of Compliance is issued, for the limited purpose of evaluating compliance with this Order.
21. With respect to all conditions the Conservation Commission designates the Conservation Administrator as its agent with full powers to act on its behalf in administering and enforcing this Order.
22. The term "Applicant" as used in this Order of Conditions shall refer to the owner, any successor in interest or successor in control of the property referenced in the Notice of

Intent, supporting documents and this Order of Conditions. The Commission shall be notified in writing within 30 days of all transfers of title of any portion of property that take place prior to the issuance of the Certificate of Compliance.

23. This document shall be included by reference in all contracts, plans and specifications dealing with the activity that is the subject of this Order, and that are created or modified after the issuance date of this Order, along with a statement that this Order shall supersede any conflicting contractual arrangements, plans or specifications.
24. The applicant shall provide a copy of this Order to the person or persons supervising the activity that is the subject of this Order, and shall be responsible for ensuring that all persons performing the permitted activity are fully aware of the terms and conditions of this Order.
25. Any person performing work on the activity that is the subject of this Order is individually responsible for understanding and complying with the requirements of this Order, the Act, 310 CMR 10.00.
26. The Commission reserves the right to impose additional conditions on this project, including but not limited to, additional or modified erosion/siltation controls during construction, if it deems that site conditions warrant such measures to mitigate potential impacts.
27. If any changes are made in the above-described plan(s) which, in the Commission's opinion, may alter an area subject to protection under the Wetlands Protection Act, 310 CMR 10.00 or the Newburyport Wetlands Ordinance, the applicant shall inquire from this Commission or its agent, prior to implementing the change in the field, whether the change is significant enough to require the filing of a new Notice of Intent. Any errors in the plans or information submitted by the applicant shall be considered changes and the above procedures shall be followed. Approval of changes must be granted by the Conservation Commission before such work may continue.
28. This Order authorizes only the activity described on the approved plan(s) and approved documents referenced in this Order. Any other or additional activity in areas within the jurisdiction of the Commission shall require separate review and approval by the Commission or its agent.
29. The limits of work in the field shall be clearly marked and all workers shall be instructed not to work beyond the specified limits. Resource area flags shall be maintained and replaced as necessary until a final Certificate of Compliance is issued for the project.

#### **B. Pre-Construction**

30. Prior to the commencement of any activity on this site, the applicant or owner shall complete and submit the attached "Permit Compliance Contact Form," providing the name(s), address(es), phone number(s) and email address(es) of a contact person or persons responsible for compliance with this Order. Should the responsible parties change during the course of the project, the Commission shall be notified as soon as practical of such change.
31. The applicant shall display the Department of Environmental Protection (DEP) file number for this Order on a sign within the minimum dimensions of two feet by two feet at a location clearly visible from the street. This sign shall remain in place and visible until a Certificate of Compliance is issued for the activity.

32. The applicant shall arrange for a pre-construction meeting with the Conservation Commission or its designated representative(s) no less than 72 hours prior to the commencement of construction. Commencement of construction includes any site clearing or grading. The purpose of this meeting is to inspect the erosion controls and to review all conditions of this Order of Conditions with the applicant, contractor and sub-contractors as appropriate to ensure they are understood.
33. The Commission shall be notified at least 48 hours in advance of the commencement of work at the site.

### **C. During Construction**

34. A copy of this Order of Conditions and approved Plan(s) of Record shall be on the site upon commencement and during any site work for contractors to view and adhere to.
35. Any material placed in wetland resource areas or outside the Limit of Work by the applicant without express authorization under this Order shall be removed as soon as possible by the applicant upon the request of the Conservation Commission or its administrator.
36. All construction materials, earth stockpiles, landscaping materials, slurry pits, waste products, refuse, debris, stumps, slash, or excavate may only be stockpiled or collected in areas as shown and labeled on the approved plan(s), or if no such areas are shown must be placed or stored outside all resource areas and associated buffer zones under cover and surrounded by a double-staked row of hay bales or other approved erosion control device to prevent contact with rain water.
37. As soon as possible, all disturbed areas shall be brought to final grade and shall be permanently stabilized within 30 days of that time by measures acceptable to the Commission.
38. The project manager shall be responsible for regular inspections of the erosion controls on at least a weekly basis and after each rain storm. Necessary repairs and maintenance of the erosion control devices shall be made expeditiously.
39. Any and all demo/construction debris resulting from the approved construction shall be placed in an enclosed covered container or removed from the site daily.
40. Trash dumpsters shall be located as far away from the resource areas as possible and shall be emptied at least once a week during construction.
41. No material of any kind may be buried, placed or dispersed in areas within the jurisdiction of the Commission by activities that are the subject of this Order.
42. No fuel, oil, urethanes, or other pollutants shall be stored in any resource area or the buffer zone.

### **D. Special Conditions**

43. Prior to the initiation of work on the site, the applicant shall convey ownership of the rear lot, labeled Lot A4 and referenced on the Approval Not Required project plans dated July 27, 2022, to the City of Newburyport for conservation purposes.
44. Prior to the transfer of Lot A4 to the City, the applicant shall establish by mowing the proposed maintenance and monitoring pathway leading from Malcolm Hoyt Road to the



upland island within the site and such pathway shall include a bridge to provide access to the site by a mower of approximately four feet in width.

45. The applicant shall install permanent markers at the boundaries of the City property as well as the boundary of the 25-foot no-disturb zone and these markers shall be presented to the Commission on a monument plan for review and approval and shall be established in the field prior to the completion of work on the site.

#### **E. Post Construction**

46. After the completion of construction and prior to the expiration date of this Order of Conditions, the applicant shall submit the following to the Conservation Commission:
  - a. A completed Request for a Certificate of Compliance – WPA form 8A.
  - b. A letter from a registered professional engineer certifying compliance of the property with this Order of Conditions and detailing any deviations that exist and their potential effect on the project. A statement that the work is in “substantial compliance” with no detailing of the deviations shall not be accepted.
  - c. Photos of the completed project (including photos of first floor elevations for projects on Plum Island) and an “As-Built” plan showing post-construction conditions, stamped and signed by a professional engineer or land surveyor. This plan shall note any deviations from the original plans/profiles and shall include final lot elevations when grades have been changed.

#### **F. Perpetual Conditions**

47. As the project has impacted greater than 20% of the pre-existing buffer zone on the site, no additional expansion of the footprint or impact to the buffer zone shall be permitted in perpetuity.



**IN CITY COUNCIL**

**ORDERED:**

June 26, 2023

That, \$6,000,000 is appropriated to pay costs of improving, maintaining and/or repairing public streets, ways, walkways, and sidewalks under the jurisdiction of the city, including, without limitation, to pave, set curbs, stripe, re-grade, and/or install drainage infrastructure within the public way, and including the payment of all costs incidental or related thereto, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote.

Further Ordered: That Order 119\_06\_10\_19 of the City Council amended on October 28, 2019 appropriating \$6,000,000 to maintain and/or repair public streets, ways, walkways, and sidewalks under the jurisdiction of the city is hereby rescinded.

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Councillor Sharif I. Zeid

## **COMMITTEE ITEMS**

# Committee Items – June 26, 2023

## Budget & Finance

### *In Committee:*

- TRAN00153\_05\_08\_2023 Mayor: Multiple \$3,483,773 to Multiple \$3,483,773 (COTW) *Revised 6/15/2023*
- TRAN00159\_06\_12\_2023 Harbormaster: Harbormaster Retained Earnings \$15K to HBR Assistant Harbormasters \$12,5000, HBR Cashman Park Attendants \$2K, & HBR PI Parking Lot Attendants \$500
- TRAN00160\_06\_12\_2023 Police: POL Fuel/Oil Vehicle(s) \$2,500, POL Office Supplies \$2,500, & POL Ammunition/Weapons \$5,300 to POL Maint-Building \$10,300
- TRAN00161\_06\_12\_2023 Mayor: ASR Appraisal System \$7K and HLH Sal Public Health Nurse \$10,758.24 Multiple (see attached) \$17,758.24
- ORDR00467\_06\_12\_2023 Parking Enforcement Officers Teamster's Union Local 170 Contract
- ORDR00459\_06\_12\_2023 Opioid Stabilization Fund
- COMM00488\_06\_12\_2023 Memo Annual City Audit FY2022 Financial Statements
- ORDR00461\_06\_12\_2023 Port Parks Alliance Gift Acceptance \$1,013.65
- ORDR00462\_06\_12\_2023 Anna Jaques Newburyport Pride Gift Acceptance \$2,000
- ORDR00463\_06\_12\_2023 Belleville Improvement Society Gift Acceptance \$4,700
- ORDR00464\_06\_12\_2023 Friends of Newburyport Youth Services Gift Acceptance \$23,200
- ORDR00465\_06\_12\_2023 Inclusive Playground Gift Acceptance \$8,867.86
- ORDR00466\_06\_12\_2023 Children's Health Care Gift Acceptance \$12,500
- ORDR00460\_06\_12\_2023 Water Sewer Rate (COTW)





# CITY OF NEWBURYPORT FY 2023 TRANSFER/APPROPRIATION REQUEST

**\*\*REVISED 6/15/2023\*\***

**Department:** Mayor's Office  
**Submitted by:** Sean R. Reardon, Mayor **Date Submitted:** 5/8/2023

**Transfer From:**

Account Name:	Multiple - See attached	Balance:	n/a
Account Number:	Multiple - See attached	Category:	n/a
Amount:	<del>\$3,483,773.73</del> <u>\$3,042,651.73</u>	Trans I/O:	n/a

**Why Funds Are Available:**

Funding from Free Cash, Retained Earnings, closed-out capital projects and other available funds. See attached detail.

**Transfer To:**

Account Name:	Multiple - See attached	Balance:	n/a
Account Number:	Multiple - See attached	Category:	n/a
Amount:	<del>\$3,483,773.73</del> <u>\$3,042,651.73</u>	Trans I/O:	n/a

**Why Funds Are Needed:**

Funding for FY2024 capital and reserves. See attached detail.

Sean R. Reardon, Mayor:

\_\_\_\_\_

Date:

6/15/2023

Ethan R. Manning, Auditor:

\_\_\_\_\_

Date:

6/15/2023

City Council Action:

FY2024 Capital and Reserve Funding Recommendations (Submitted: May 8, 2023) **Revised June 15, 2023**

Project Listing with Funding Sources

CIP #	Pg. #	Department	Project / Source	Amount	Rationale
n/a	n/a	Finance	<b>OPEB Trust Fund</b> <i>Free Cash</i> <i>Water Retained Earnings</i> <i>Sewer Retained Earnings</i> <i>Harbor Retained Earnings</i>	<b>100,000.00</b> 94,240.00 3,330.00 2,250.00 180.00	Recommend appropriation of \$100,000 split pro rata between funds based on share of OPEB liability.
n/a	n/a	Finance	<b>Compensated Absences</b> <i>Free Cash</i>	<b>350,000.00</b> 350,000.00	To pay contractual earned leave upon an eligible employee's retirement. This amount funds 2 retirements that occurred in FY2023 and approximately 4 in FY2024.
IT01	17	Information Technology	<b>Data Center Rebuild</b> <i>ARPA (2111)*</i>  <b>6/15/2023: Reduced from \$935,500.00 to \$594,378.00</b>	<b>594,378.00</b> <u>594,378.00</u>	Replacement of the city's virtual server environment. The current hardware has 41 virtual servers, and an additional 12 are needed. To prevent data loss and downtime, the 8-year-old VMware datacenter needs to be replaced. This project includes upgrading network switching, implementing a two-firewall setup, and utilizing proper monitoring and reporting systems.
IT02	18	Information Technology	<b>IT Workstation/Equipment Replacements</b> <i>Free Cash</i> <i>Water Retained Earnings</i> <i>Sewer Retained Earnings</i> <i>Harbor Retained Earnings</i>	<b>25,000.00</b> 18,742.00 2,668.00 3,366.00 224.00	Planned annual replacement and upgrades of user workstations and network equipment.
PL03	21	Planning & Development	<b>Complete Streets Transportation Projects</b> <i>DPS Salt Shed Replace/Upgrade (3211)</i> <i>Safe Routes To School Design (3903)</i>	<b>27,009.31</b> 4,799.31 22,210.00	Contracting with an outside engineering firm to design a project eligible for participation in the state's Complete Streets grant program. The balance of the \$50,000 amount appearing in FY2024 will be covered with in-house engineering services or the DPS Highway budget.
PG01	26	Parking Clerk	<b>Parking Hybrid Vehicle</b> <i>Rsv Green Initiatives (2755)</i>	<b>50,000.00</b> 50,000.00	Replacement of the Ford Focus with a Ford Escape Hybrid. The current vehicle has reached the end of its usefulness, no longer holds a charge effectively and has issues with the heating and air conditioning system. Aa larger LPR (License Plate Recognition) vehicle is needed, as some of our parking officers face difficulty getting in and out of the Volt. The Ford Escape is an ideal size for our needs.

CIP #	Pg. #	Department	Project / Source	Amount	Rationale
FD01	27	Fire	<b>Apparatus Floor Drains</b>	<b>45,000.00</b>	The apparatus floor drains are collapsing, resulting in clogged pipes and dirty water overflowing onto the apparatus floor. Despite multiple temporary repairs and drain unclogging by DPS carpenters, the problem persists. To address this issue, a professional company is required to replace the five drains, which would entail jackhammering a portion of the concrete floor.
			<i>Rev Wire Inspection Fees (2806)</i>	<i>25,000.00</i>	
			<i>Rev Plumbing Inspect Fees (2807)</i>	<i>10,000.00</i>	
			<i>Rev Sr Community Ctr Maintenance (2841)</i>	<i>10,000.00</i>	
HW06	47	DPS - Highway	<b>Downtown Lighting</b>	<b>199,594.42</b>	Phase 2 of the downtown lighting LED replacement project. This project addresses approximately 89 lights at State St, Pleasant St, & Green St parking lot. Newburyport's historic street lights have outlived their useful life and are quickly becoming an environmental hazard due to their 50-year-old ballasts.
			<i>LED Street Lights (20020019)</i>	<i>35,568.56</i>	
			<i>Paid Parking Fund (2739)</i>	<i>161,909.86</i>	
			<i>Pick-Up Truck (3207)</i>	<i>2,116.00</i>	
HW08	49	DPS - Highway	<b>Stump Grinder</b>	<b>80,000.00</b>	Currently, DPS pays \$25,000 to \$30,000 annually for outsourced stump grinding services. Buying a new stump grinder will save future highway operating budgets about \$300,000 over 12 years, with a payback period of 2.5 to 3 years. Replacement is planned for years 10 to 12. The new equipment will also save on stump grinding in parks.
			<i>40R District Zoning Incentive (20020029)</i>	<i>80,000.00</i>	
PK02	51	DPS - Parks	<b>Lower Atkinson Common Improvements</b>	<b>600,000.00</b>	Parking safety and drainage improvements at Lower Atkinson Common. ARPA funding is recommended to address this urgent safety need along one of the City's main corridors. A balance remains from the Joppa Park Walkway, also ARPA-funded, which we recommend reappropriating to this project.
			<i>ARPA (2111)</i>	<i>569,512.09</i>	
			<i>Joppa Park Walkway (3210)</i>	<i>30,487.91</i>	
PK15	64	DPS - Parks	<b>Infield Groomer</b>	<b>12,300.00</b>	After City Council approved FY22 funding of \$15,000 to purchase a new groomer. We have since found that prices have essentially doubled and this piece of equipment performed better than what we had planned to replace. This equipment can be shared with schools who would also contribute towards the cost of the equipment.
			<i>40R District Zoning Incentive (20020029)</i>	<i>12,300.00</i>	

CIP #	Pg. #	Department	Project / Source	Amount	Rationale
WA07	74	DPS - Water	Plum Island Chlorine Booster Station <i>Plum Island Hydrant Replacement (4005)</i>	50,000.00 <i>50,000.00</i>	The project aims to reconfigure the main piping and chemical feed to accommodate fire flows, as proposed by the engineering team and submitted to MassDEP. It also involves reprogramming the logic on the Programmable Logic Controller (PLC) and setting up redundant chemical feed pumps without the flow pace lead-lag scenario. The need for this project is primarily driven by the requirement of fire protection flows for Plum Island. \$50,000 was funded in FY2023, however an additional \$50,000 is needed to begin the project.
WA08	75	DPS - Water	Water Main Replacement <i>Water Retained Earnings</i>	250,000.00 <i>250,000.00</i>	DPS is committed to improving the aging water distribution infrastructure, and has developed a schedule for planned distribution replacements. To minimize the impact on the annual operating budget, funds are allocated each year into a capital Water Main Replacement fund.
SW01	79	DPS - Sewer	Clarifier Upgrades <i>Sewer Retained Earnings</i>	590,000.00 <i>590,000.00</i>	Design and permitting for upgrades to the clarifiers at the Water Pollution Control Facility, including construction of a third clarifier and retrofit of the two existing clarifiers.
LB02	87	Library	<del>HVAC Boiler Replacement</del> <i>Free Cash</i>	<del>100,000.00</del> <i>100,000.00</i>	The HVAC system installed in 1999-2001 is now 21 years old, has required numerous repairs, and is still problematic for both cooling and heating. In FY20, over \$54,650 was spent on maintenance and repairs, with annual contracted HVAC maintenance fees of \$14,250 in FY21. An assessment completed in 2019 recommended replacing boilers and pumps by 2024 due to their poor condition.
					<b>6/6/2023: Request withdrawn at this time.</b>
SC01	92	Schools	NHS-Elevator Controls Replacement <i>Free Cash</i>	69,370.00 <i>69,370.00</i>	This project aims to replace the elevator controls at the high school. During an inspection, all three elevators in the Newburyport Schools failed to meet state requirements. The Bresnahan and Nock elevators were repaired, but the high school elevator controller, due to its age, needs to be replaced along with some other components to comply with the state mandate.
<b>Total</b>				<b>3,042,651.73</b>	

\*Subject to concurrence of the ARPA Ad Hoc Committee.



**FY2024 Capital and Reserve Funding Recommendations (Submitted: May 8, 2023) Revised June 15, 2023**

Overview of Funding Sources

<b>Source</b>	<b>Current Balance</b>	<b>Appropriation Amount</b>	<b>Remaining Balance</b>
Free Cash	1,907,195	532,352	1,374,843
Water Retained Earnings	851,918	255,998	595,920
Sewer Retained Earnings	1,396,385	595,616	800,769
Harbor Retained Earnings	753,356	404	752,952
ARPA (2111)*	1,966,707	1,163,890	802,817 †
DPS Salt Shed Replace/Upgrade (3211)	4,799	4,799	0
Safe Routes To School Design (3903)	22,210	22,210	0
Paid Parking Fund (2739)	766,906	161,910	604,996
Rev Wire Inspection Fees (2806)	95,593	25,000	70,593
Rev Plumbing Inspect Fees (2807)	64,689	10,000	54,689
Rev Sr Community Ctr Maintenance (2841)	75,814	10,000	65,814
LED Street Lights (20020019)	35,569	35,569	0
Rsv Green Initiatives (2755)	161,910	50,000	111,910
Pick-Up Truck (3207)	2,116	2,116	0
40R District Zoning Incentive (20020029)	92,300	92,300	0
Joppa Park Walkway (3210)	30,488	30,488	0
Plum Island Hydrant Replacement (4005)	422,543	50,000	372,543
<b>Total Appropriation Amount:</b>		<b>3,042,652</b>	

\*Subject to concurrence of the ARPA Ad Hoc Committee.

†Remaining balance includes \$250,000 pending for ARPA Amesbury Interconnection project (ORDR00336\_03\_28\_2022).

<b>IT Datacenter Refresh</b>											
<b>CapEx (Purchase, On Premise)</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	
Backup + Data Archiving	\$68,840	\$3,000	\$3,000	\$11,000	\$33,000	\$11,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Power - Primary DC, Power Management, Environmental Monitoring	\$79,700					\$25,000					
Servers - Primary, Secondary, ROBO	\$557,411					\$112,400	\$8,000	\$8,400	\$8,820	\$9,261	
Microsoft Licenses	\$56,460				\$67,751				\$81,302		
Network Security SW + Monitoring Software	\$59,553	\$8,933	\$9,380	\$9,849	\$10,341	\$10,858	\$11,401	\$11,971	\$12,569	\$13,198	
Consulting	\$45,170	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	
<b>Revised Total (6/14)</b>	<b>\$867,133</b>	<b>\$19,933</b>	<b>\$20,380</b>	<b>\$28,849</b>	<b>\$119,092</b>	<b>\$167,258</b>	<b>\$30,401</b>	<b>\$31,371</b>	<b>\$113,691</b>	<b>\$33,459</b>	
<b>Original Total</b>	<b>\$898,189</b>	<b>\$19,933</b>	<b>\$20,380</b>	<b>\$20,849</b>	<b>\$119,092</b>	<b>\$167,258</b>	<b>\$30,401</b>	<b>\$31,371</b>	<b>\$113,691</b>	<b>\$33,459</b>	
<b>ApEx (Purchase + Subscriptions, On Premise)</b>											
<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>		
Backup + Data Archiving	\$68,840	\$3,000	\$3,000	\$11,000	\$33,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000
Power - Primary DC, Power Management, Environmental Monitoring	\$74,900					\$25,000					
Servers - Primary, Secondary, ROBO	\$319,626			\$92,619	\$92,619	\$119,619	\$97,250	\$97,250	\$97,250	\$102,112	
Microsoft Licenses	\$56,460				\$67,751				\$81,302		
Network Security SW + Monitoring Software	\$59,553	\$8,933	\$9,380	\$9,849	\$10,341	\$10,858	\$11,401	\$11,971	\$12,569	\$13,198	
Consulting	\$15,000										
<b>Revised Total (6/14)</b>	<b>\$594,378</b>	<b>\$11,933</b>	<b>\$12,380</b>	<b>\$113,467</b>	<b>\$203,711</b>	<b>\$166,477</b>	<b>\$119,651</b>	<b>\$120,221</b>	<b>\$202,121</b>	<b>\$126,310</b>	
<b>Original Total</b>	<b>\$629,453</b>	<b>\$11,933</b>	<b>\$12,380</b>	<b>\$113,467</b>	<b>\$203,711</b>	<b>\$166,477</b>	<b>\$119,651</b>	<b>\$120,221</b>	<b>\$202,121</b>	<b>\$126,310</b>	
<b>Delta</b>	\$35,075	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	5.57%										
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Grand Total</b>
<b>CapEx</b>	\$867,133	\$19,933	\$20,380	\$28,849	\$119,092	\$167,258	\$30,401	\$31,371	\$113,691	\$33,459	\$1,431,566
<b>APEX (Revised)</b>	\$594,378	\$11,933	\$12,380	\$113,467	\$203,711	\$166,477	\$119,651	\$120,221	\$202,121	\$126,310	\$1,670,649
<b>Summary</b>											
	<b>5 Year</b>	<b>10 Year</b>									
<b>CapEx</b>	\$1,055,386	\$1,431,566									
<b>APEX</b>	\$935,869	\$1,670,649									
<b>UPS and Power Managment : Primary UPS/Power \$14000 Reduction</b>											
<b>Primary/Secondary: Reduced by \$4012.25 total over 3 Year Term</b>											
<b>Data Backup Hardware: Reduced \$1,906.20</b>											
<b>Data Backup Software: Reduced Term + Additional Savings: \$15,150.10</b>											



# CITY OF NEWBURYPORT FY 2023

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## TRANSFER/APPROPRIATION REQUEST

JUN -6 P 3:20

**Department:** Harbormaster

**Submitted by:** Paul Hogg, Harbormaster

**Date Submitted:** 6/12/2023

**Transfer From:**

Account Name:	Harbormaster Retained Earnings	Balance:	\$ 753,356.00
Account Number:	6520-35920	Category:	n/a
Amount:	\$15,000.00	Trans I/O:	\$ (20,000.00)

**Why Funds Are Available:**

The Massachusetts Department of Revenue certified Retained Earnings for the Harbormaster Enterprise Fund for FY2023 at \$773,356.00. 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:	HBR Assistant Harbormasters	Balance:	\$ 1,421.50
Account Number:	652001-51102	Category:	\$ 39,435.77
Amount:	\$12,500.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

Additional funds are needed to cover the remaining pay periods through June 30, 2023. The anticipated budgetary shortfall is driven by an increase in hours and wages.

**Transfer To:**

Account Name:	HBR Cashman Park Attendants	Balance:	\$ 2,733.36
Account Number:	652001-51185	Category:	\$ 39,435.77
Amount:	\$2,000.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

Additional funds are needed to cover the remaining pay periods through June 30, 2023. The anticipated budgetary shortfall is driven by an increase in hours and wages.

**Transfer To:**

Account Name:	HBR PI Parking Lot Attendants	Balance:	\$ 5,893.95
Account Number:	652001-51187	Category:	\$ 39,435.77
Amount:	\$500.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

Additional funds are needed to cover the remaining pay periods through June 30, 2023. The anticipated budgetary shortfall is driven by an increase in hours and wages.

Sean R. Reardon, Mayor:

\_\_\_\_\_

Date: 6/6/2023

Ethan R. Manning, Auditor:

\_\_\_\_\_

Date: 6/16/2023

City Council Action:



# CITY OF NEWBURYPORT FY 2023

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## TRANSFER/APPROPRIATION REQUEST

2023 JUN -6 P 3:20

**Department:** Police

**Submitted by:** Mark Murray, Marshal

**Date Submitted:** 6/12/2023

**Transfer From:**

Account Name:	<u>POL Fuel/Oil Vehicle(s)</u>	Balance:	\$ 15,326.75
Account Number:	<u>01210004-54801</u>	Category:	\$ 45,520.31
Amount:	<u>\$2,500.00</u>	Trans I/O:	\$ -

**Why Funds Are Available:**

A surplus is anticipated at year-end.

**Transfer From:**

Account Name:	<u>POL Office Supplies</u>	Balance:	\$ 4,389.50
Account Number:	<u>01210004-54200</u>	Category:	\$ 45,520.31
Amount:	<u>\$2,500.00</u>	Trans I/O:	\$ -

**Why Funds Are Available:**

A surplus is anticipated at year-end.

**Transfer From:**

Account Name:	<u>POL Ammunition/Weapons</u>	Balance:	\$ 10,537.48
Account Number:	<u>01210004-55801</u>	Category:	\$ 45,520.31
Amount:	<u>\$5,300.00</u>	Trans I/O:	\$ -

**Why Funds Are Available:**

A surplus is anticipated at year-end.

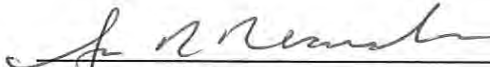
**Transfer To:**

Account Name:	<u>POL Maint-Building</u>	Balance:	\$ (15,932.35)
Account Number:	<u>01210002-52401</u>	Category:	\$ 102.67
Amount:	<u>\$10,300.00</u>	Trans I/O:	\$ -

**Why Funds Are Needed:**

This account is in a deficit and there is only \$103 left in the overall purchase of services category. We recently transferred \$12,000 to the Maint-Equipment line item to help cover the unforeseen expense of repairing the building's generator and replacing the oil tank. However, after reconciling all remaining activity, it appears an additional \$10,300 will be needed to pay all expenses and utilities through June 30th.

Sean R. Reardon, Mayor:

  
\_\_\_\_\_

Date:

6/6/2023

Ethan R. Manning, Auditor:

  
\_\_\_\_\_

Date:

6/6/2023

City Council Action:





# CITY OF NEWBURYPORT

## FY 2023

### TRANSFER/APPROPRIATION REQUEST

**Department:** Mayor

**Submitted by:** Mayor Sean R. Reardon

**Date Submitted:** 6/12/2023

**Transfer From:**

Account Name:	ASR Appraisal System	Balance:	\$ 7,000.00
Account Number:	01141002-53001	Category:	\$ 10,415.00
Amount:	\$7,000.00	Trans I/O:	\$ -

**Why Funds Are Available:**

A contingency was budgeted for moving the appraisal system to the cloud. Funds are no longer needed for FY2023.

**Transfer From:**

Account Name:	HLH Sal Public Health Nurse	Balance:	\$ 45,414.06
Account Number:	01510001-51711	Category:	\$ 76,164.66
Amount:	\$10,758.24	Trans I/O:	\$ -

**Why Funds Are Available:**

A surplus is anticipated at year-end due to staffing changes and a reduction in hours for this position.

**Transfer To:**

Account Name:	Multiple (see attached)	Balance:	\$ -
Account Number:	Multiple (see attached)	Category:	\$ -
Amount:	\$17,758.24	Trans I/O:	\$ -

**Why Funds Are Needed:**

A deficit is anticipated at year-end due to staffing changes and additional coverage needed in the City Clerk's Office throughout FY2023. See attached detail.

Sean R. Reardon, Mayor:

*Sean R. Reardon*

Date: 6/2/2023

Ethan R. Manning, Auditor:

*Ethan R. Manning*

Date: 6/8/2023

City Council Action:

Transfer Detail - City Clerk Personnel June 12, 2023

ORG	OBJ	ACCOUNT DESCRIPTION	REVISED BUDGET	EXPENDED THROUGH 6/30/23	TRANSFER NEED
01111001	51162	CCN SAL CLK COMMITTEE	\$679.25	\$742.84	\$63.59
01161001	51102	CLK SAL ASST CITY CLERK	\$84,226.63	\$96,690.03	\$12,463.40
01161001	51103	CLK SAL OFFICE MGR	\$63,209.42	\$63,663.48	\$454.06
01161001	51166	CLK SAL PT ADMIN ASST	\$40,384.85	\$43,590.94	\$3,206.09
01161001	51167	CLK SAL ADMIN ASST/PASSPORT	\$46,239.39	\$47,810.49	\$1,571.10
				<b>TOTAL</b>	<b>\$17,758.24</b>



**IN CITY COUNCIL**

**ORDERED:**

June 12, 2023

**THAT** funding for cost items contained in the collective bargaining agreement between the City of Newburyport and the Parking Enforcement Officers, Teamster’s Union Local 170, is hereby approved in accordance with Massachusetts General Laws Chapter 150E, Section 7. This agreement takes effect on July 1, 2023 and expires on June 30, 2026. Said bargaining agreement entitled “Parking Enforcement Officers Tentative Agreement, 6-6-2023” is attached hereto and incorporated herewith.

---

Councillor Sharif I. Zeid

**In City Council June 12, 2023:**

Motion to collectively refer ORDR00459, ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466, and ORDR00467 to Budget & Finance, and ORDR00460 to Budget & Finance & COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.



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

To: President and Members of the Newburyport City Council

From: Mayor Sean R. Reardon

Date: June 6, 2023

Subject: FY24-26 Parking Enforcement Officers, Teamsters Local 170

---

Consistent with the requirements of MGL Chapter 150E, Section 7, I hereby submit the recently negotiated Tentative Agreement between the City of Newburyport and the Parking Enforcement Officers, affiliated with the Teamster's Union Local 170.

Enclosed herewith, you will find the Tentative Agreement that outlines all of the changes that were mutually bargained between the parties. The budget proposal for FY2024, presently under review, has duly accounted for all cost items pertaining to the first year. Therefore, no additional appropriation is being requested at this time.

Thank you for your consideration.



City of Newburyport  
and  
Teamsters Local 170/Newburyport Parking Control  
Tentative Agreement  
April 13, 2023

**Article VIII - Hours of Work:**

**Section 1.** All Holidays worked shall be paid at time and one half (1 ½) for all hours worked.

These Holidays are New Years Day, MLK Day, Presidents Day, Patriots Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Working hours are 8am-8pm Monday to Sunday.

**Article XI - Leaves:**

**B, Personal Leave** - Change from six (6) hours each year to twelve (12) hours each year.

**Article XII - Wages:**

Year	Starting Rate	1 Year Service
FY 2024	\$20.00	\$21.75
FY 2025	\$20.50	\$22.29
FY 2026	\$21.01	\$22.85

Employees shall receive premium pay for working extended seasonal hours between 5-8pm of an additional \$3.00 an hour.

**Article XIV - Miscellaneous**

**Section 1. Clothing Allowance**

Clothing allowance will consist of the rates in the below chart.

Year	Starting Rate
FY 2024	\$400
FY 2025	\$425
FY 2026	\$450

**Section 4 - Call-in Pay**

In the case that the parking enforcement officer is called in for unscheduled maintenance of a parking kiosk, such union member will be paid a 2-hour minimum of pay at time and one half (1 ½) for getting called in.

Any hours worked after the first two hours shall be paid at the employee's regular rate.

**New Section - Body Cameras**


The parties agree to the implementation of Body Camera tracking system for the purpose of efficient management of its vehicles and personnel. The Body Camera Tracking system will not be used for disciplinary purposes. The gathering of Body Camera information may only be utilized for corroborating purposes when dealing with the safety of the city employees and the public. Officers, when possible are expected to turn on cameras at the beginning of any interactions with members of the public that are or may be about to become contentious. All videos will be saved for 30 days in ease of complaint. Enforcement officers, when possible are expected to take all efforts to video interactions that may lead to a complaint.

**Article XXII Duration:**

This Agreement shall become effective on July 1, 2023 and expires on June 30, 2026.

Signatures:

  
James Marks,  
Teamsters Local 170

  
Sean R. Reardon, Mayor



**IN CITY COUNCIL**

**ORDERED:**

June 12, 2023

**THAT** the City Council of the City of Newburyport hereby establishes, by a two-thirds vote, an Opioid Stabilization Fund in accordance with Massachusetts General Laws Chapter 40, Section 5B. Said fund shall be utilized for implementing abatement programs and strategies related to areas such as prevention, harm reduction, community, treatment and recovery in accordance with the terms of the statewide settlement agreements with opioid industry participants.

**FURTHER THAT** the City Council of the City of Newburyport hereby dedicates 100% of the Opioid Settlement Abatement funds to the Opioid Stabilization Fund effective for the fiscal year 2024 beginning on July 1, 2023.

---

Councillor Sharif I. Zeid

**In City Council June 12\_2023:**

Motion to collectively refer ORDR00459, ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466, and ORDR00467 to Budget & Finance, and ORDR00460 to Budget & Finance & COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.



CITY OF NEWBURYPORT  
FINANCE DEPARTMENT

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

WWW.CITYOFNEWBURYPORT.COM/FINANCE

SEAN R. REARDON  
MAYOR

ETHAN R. MANNING  
FINANCE DIRECTOR/CITY AUDITOR

To: President and Members of the Newburyport City Council

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

Date: May 24, 2023

Subject: Opioid Stabilization Fund

---

During FY2023, the first round of payments was made to municipalities in relation to the statewide settlements with opioid industry participants, including manufacturers, distributors, and pharmacies. Attached are Newburyport's estimated allocations resulting from the settlement agreements. The City has received \$128,485 to date and is expected to receive approximately \$1.1 million in total over the 17-year payment period.

As part of the settlement agreements, municipalities are required to expend the opioid funds on abatement and remediation efforts based on guidance from the Attorney General's Office and the Executive Office of Health and Human Services (EOHHS). To ensure that funds are expended for allowable purposes, the Division of Local Services advises cities and towns to establish special purpose stabilization funds with dedicated revenue from the opioid settlement payments in accordance with [MGL Chapter 40, Section 5B](#). This is the same process that was used to earmark parklet-use fees, as well as a portion of revenue collected from the parking lots on Plum Island.

As outlined in [IGR 17-20](#), the vote to establish the fund and dedicate the respective revenue stream must take place before July 1 of the fiscal year in which the fund and dedication is to begin. Therefore, only payments received on or after July 1, 2023 would go directly into this fund, whereas funds received during FY2023 will, by default, close to the general fund and will need to be appropriated back to this stabilization fund from free cash once certified in the fall.

Here are some links to additional information:

[MA Statewide Subdivision Agreement 3/7/2022](#)  
[Ask DLS: Treatment of Opioid Settlement Payments 7/7/2022](#)  
[Presentation Slides from Statewide Virtual Forum 3/7/2023](#)

Thank you for your consideration.



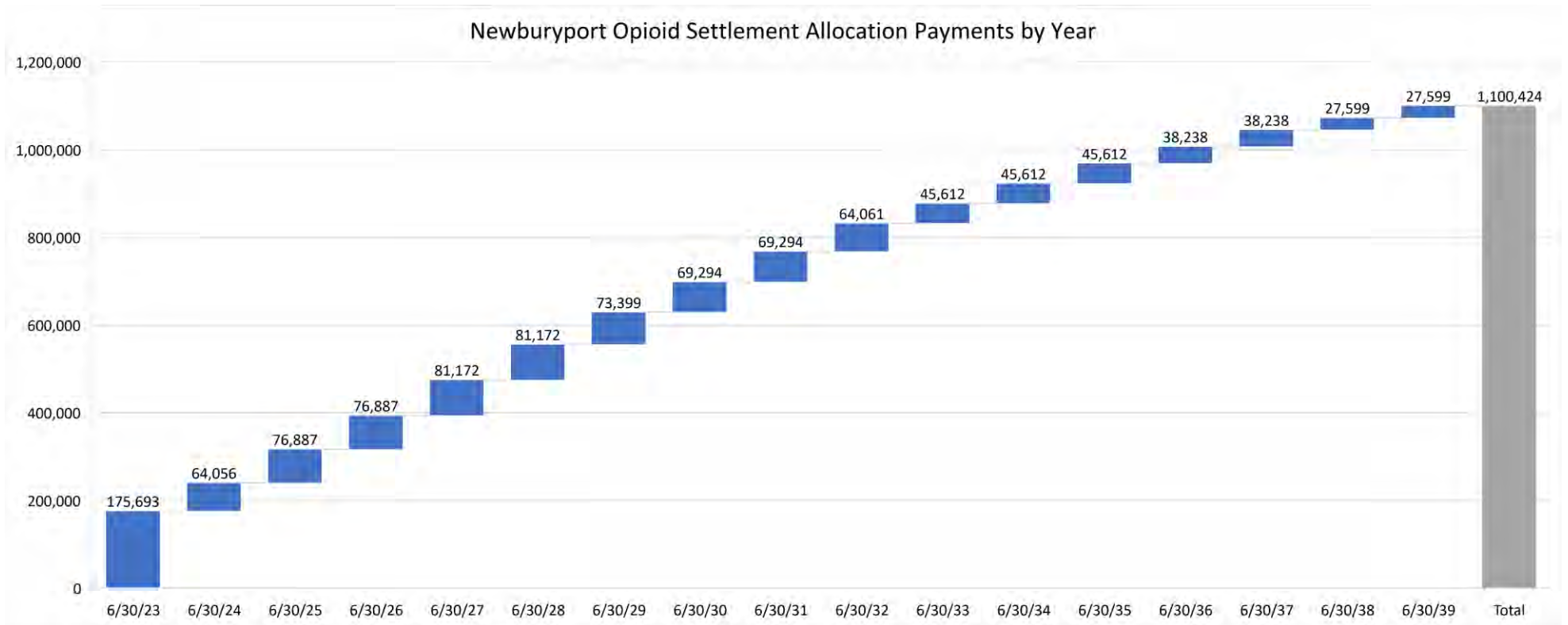
## Newburyport Opioid Settlement Allocations

Estimated as of 5/24/2023

Payment Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Total
Company / Year Ending	6/30/23	6/30/24	6/30/25	6/30/26	6/30/27	6/30/28	6/30/29	6/30/30	6/30/31	6/30/32	6/30/33	6/30/34	6/30/35	6/30/36	6/30/37	6/30/38	6/30/39	
Walmart	11,968	11,968	11,968	11,968	11,968	11,968												71,808
Teva	7,374	7,374	7,374	7,374	7,374	7,374	7,374	7,374	7,374	7,374	7,374	7,374	7,374	7,374				95,864
Allergan	8,159	8,159	8,159	8,159	8,159	8,159	8,159											57,111
CVS	9,068	7,230	14,448	14,448	14,448	14,448	13,726	12,993	12,993	12,993								126,795
Walgreens	10,639	7,023	7,023	7,023	7,023	7,023	7,023	10,639	10,639	10,639	10,639	10,639	10,639	10,639	10,639			137,888
Johnson & Johnson	84,960					4,285	4,285	4,285	5,456	5,456	5,456							114,183
Distributors	43,525	22,303	27,915	27,915	27,915	27,915	32,832	32,832	32,832	27,599	27,599	27,599	27,599	27,599	27,599	27,599	27,599	496,773
<b>Total</b>	<b>175,693</b>	<b>64,056</b>	<b>76,887</b>	<b>76,887</b>	<b>81,172</b>	<b>81,172</b>	<b>73,399</b>	<b>69,294</b>	<b>69,294</b>	<b>64,061</b>	<b>45,612</b>	<b>45,612</b>	<b>45,612</b>	<b>38,238</b>	<b>38,238</b>	<b>27,599</b>	<b>27,599</b>	<b>1,100,424</b>

Average Annual Payment 64,731

Already Paid to City: 128,485





CITY OF NEWBURYPORT  
FINANCE DEPARTMENT

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

WWW.CITYOFNEWBURYPORT.COM/FINANCE

SEAN R. REARDON  
MAYOR

ETHAN R. MANNING  
FINANCE DIRECTOR/CITY AUDITOR

To: President and Members of the Newburyport City Council

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

Date: June 5, 2023

Subject: Annual Audit of the City's FY2022 Financial Statements

The certified public accounting firm, Melanson, has completed the annual audit of the City's FY2022 financial statements. This audit must be performed by an independent CPA firm and is required by bond rating agencies, financial institutions, local charter and various state and federal agencies. The City's financial statements, as well as the Popular Annual Financial Report (PAFR) can be located electronically in the "Financial Reports Center" section of the Finance Department website at: <https://www.cityofnewburyport.com/financials>.

The FY2022 audit was conducted in accordance with auditing standards generally accepted in the United States and standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. These standards require that the audit is planned and performed to obtain reasonable assurance that the City's financial statements are free of material misstatements. In addition, the audit assesses the accounting principles used and significant estimates made by City management.

The scope of the audit is discussed in the independent auditor's report, which prefaces the financial statements. With respect to the FY2022 financial statements, it is the opinion of the independent auditor that they "present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Newburyport, Massachusetts, as of June 30, 2022."

The audit also includes a management report that contains recommendations for strengthening internal controls and operating efficiency. Significant progress has been made by the City in implementing the recommendations of the independent auditors. For FY2022, one prior-year recommendation was resolved, with two items remaining.

Below is a summary of the recommendations that appear in the FY2022 management letter:

1) Improve Compensated Absences Accounting (Prior Year) - Ongoing

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

During FY2023, the Human Resources Department has worked to further roll out a web-based time and attendance platform to all City departments that did not have an electronic platform already in place. As of June 30, 2023, we believe that automated reports will be able to be generated for approximately 95% of all employees rather than relying on the old Excel-generated tool that was previously utilized by many departments and is being phased out.

2) Improve Bank Account Reconciliations (Prior Year) - Ongoing

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

The City has worked to resolve a number of the older reconciling items during fiscal year 2023. The reconciliation process has been improved by promoting greater use of the electronic cash management system (Zobrio) by departments, replacing the manual "9-10 form." Having departments enter receipts directly into the system is a more streamlined process that results in more descriptive entries and much easier research when needed.

3) Reconcile and Maintain Investment Accounts at Fair Value (Prior Year) - Resolved

In the prior year, the auditors recommended that the City establish and implement formal reconciliation procedures between the general ledger and Treasury records while maintaining applicable investments at fair value, in accordance with Governmental Accounting Standards Board Statement No. 72, Fair Value Measurement and Application.

The auditors consider this matter to be sufficiently resolved.

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



**IN CITY COUNCIL**

**ORDERED:**

June 12, 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:	Port Parks Alliance
Amount:	\$1,013.65
Purpose:	Unrestricted donation in support of Newburyport Parks

---

Councillor Sharif I. Zeid

**In City Council June 12, 2023:**

Motion to collectively refer ORDR00459, ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466, and ORDR00467 to Budget & Finance, and ORDR00460 to Budget & Finance & COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.



Newburyport City Council  
60 Pleasant Street Newburyport, MA 01950

Subject: **Unrestricted** Donor Gifts from the Port Parks Alliance

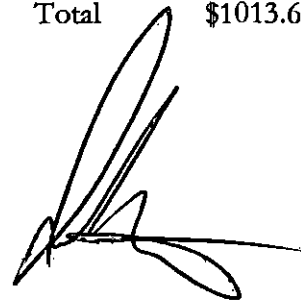
24 May 2023

Dear Councilors,

On behalf of the donors listed below please accept our check (#103) in the amount of \$1013.65 in support of Newburyport Parks. Please deposit in City account #29929201-48300.

Date of Donation	Donor Name/Method	Total Amount Given	Fees and PPA Op Expenses	Net Amount sent to City Council
5 May 23	McCarthy Check #7296	\$1000.00	\$30.00	\$970.00
23 Apr 23	Naylor Check #219	\$45.00	\$1.35	\$43.65

Total \$1013.65



Jim McCarthy  
Treasurer  
Port Parks Alliance  
(978) 417-9373



**IN CITY COUNCIL**

**ORDERED:**

June 12, 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: Anna Jaques Hospital

Amount: \$2,000.00

Purpose: Reimbursement for Newburyport Pride events and programming

---

Councillor Sharif I. Zeid

**In City Council June 12, 2023:**

Motion to collectively refer ORDR00459, ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466, and ORDR00467 to Budget & Finance, and ORDR00460 to Budget & Finance & COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.



**IN CITY COUNCIL**

**ORDERED:**

June 12, 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: Belleville Improvement Society

Amount: \$4,700.00

Purpose: Funding source for (Upper) Atkinson Common Tennis Court Resurfacing Project

---

Councillor Sharif I. Zeid

**In City Council June 12, 2023:**

Motion to collectively refer ORDR00459, ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466, and ORDR00467 to Budget & Finance, and ORDR00460 to Budget & Finance & COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.



**IN CITY COUNCIL**

**ORDERED:**

June 12, 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  
Amount: \$23,200.00  
Purpose: Funds raised for Senior Celebration 2023

---

Councillor Sharif I. Zeid

**In City Council June 12, 2023:**

Motion to collectively refer ORDR00459, ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466, and ORDR00467 to Budget & Finance, and ORDR00460 to Budget & Finance & COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.





**IN CITY COUNCIL**

**ORDERED:**

June 12, 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: Inclusive Playground Support Fund  
(Organizers: Jason LeBlanc, Chris & Kasey Edwards, Kristen Farrell)

Amount: \$8,867.86

Purpose: Funding support to Parks Commission for the Bartlet Mall inclusive playground

---

Councillor Sharif I. Zeid

**In City Council June 12, 2023:**

Motion to collectively refer ORDR00459, ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466, and ORDR00467 to Budget & Finance, and ORDR00460 to Budget & Finance & COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.



**IN CITY COUNCIL**

**ORDERED:**

June 12, 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: Children's Health Care

Amount: \$12,500.00

Purpose: Unrestricted donation to Newburyport Youth Services for programming and services

---

Councillor Sharif I. Zeid

**In City Council June 12, 2023:**

Motion to collectively refer ORDR00459, ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466, and ORDR00467 to Budget & Finance, and ORDR00460 to Budget & Finance & COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.



**IN CITY COUNCIL**

**ORDERED:**

June 12, 2023

**THAT**, the City of Newburyport establishes the following water and sewer rates effective July 1, 2023:

	<u><b>FY2023 Approved</b></u>	<u><b>FY2024 Proposed</b></u>
<u><b>Water Rate</b></u>		
<u>Consumption</u>		
First 3,000 cubic feet:	\$6.61 per 100 cu. ft.	\$6.88 per 100 cu. ft.
3,001 cubic feet and over:	\$7.37 per 100 cu. ft.	\$7.92 per 100 cu. ft.
<u>Service Charge (Residential)</u>		
Customers with meters 1 inch or smaller:	\$25.00 per quarter	\$25.00 per quarter
Customers with meters larger than 1 inch:	\$125.00 per quarter	\$125.00 per quarter
<u>Service Charge (Non-Residential)</u>		
Customers with meters 1 inch or smaller:	\$30.00 per quarter	\$30.00 per quarter
Customers with meters larger than 1 inch:	\$125.00 per quarter	\$125.00 per quarter
<u><b>Sewer Rate</b></u>		
<u>Consumption</u>		
First 3,000 cubic feet:	\$9.84 per 100 cu. ft.	\$10.18 per 100 cu. ft.
3,001 cubic feet and over:	\$10.60 per 100 cu. ft.	\$11.21 per 100 cu. ft.
<u>Service Charge</u>		
Newburyport/Plum Island customers:	\$25.00 per quarter	\$25.00 per quarter
Newbury (Old Town) customers:	\$30.00 per quarter	\$30.00 per quarter

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Councillor Sharif I. Zeid

**In City Council June 12, 2023:**

Motion to collectively refer ORDR00459, ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466, and ORDR00467 to Budget & Finance, and ORDR00460 to Budget & Finance & COTW by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.

# FY2024 Water & Sewer Rate Recommendation – June 2023

## **Rate Setting Goals**

- 1) Plan for necessary upgrades to the city's infrastructure
- 2) Begin to implement recommendations of Water/Sewer Rate Study that was conducted by Environmental Partners
- 3) End continuous use of retained earnings for annual rate setting
- 4) Mitigate impact on ratepayers to avoid any large one year fluctuations in water/sewer rates



# Environmental Partners Study

## Scope/Process

- Conducted alternatives analysis
  - Looked at five rate adjustment scenarios ranging from minimum rate increase to funding all capital, while building an additional \$500K per year in retained earnings
- Reviewed historical consumption trends
- Reviewed spending and revenue trends
- Reviewed needs identified in capital improvement program

## Main Takeaways/Recommendations

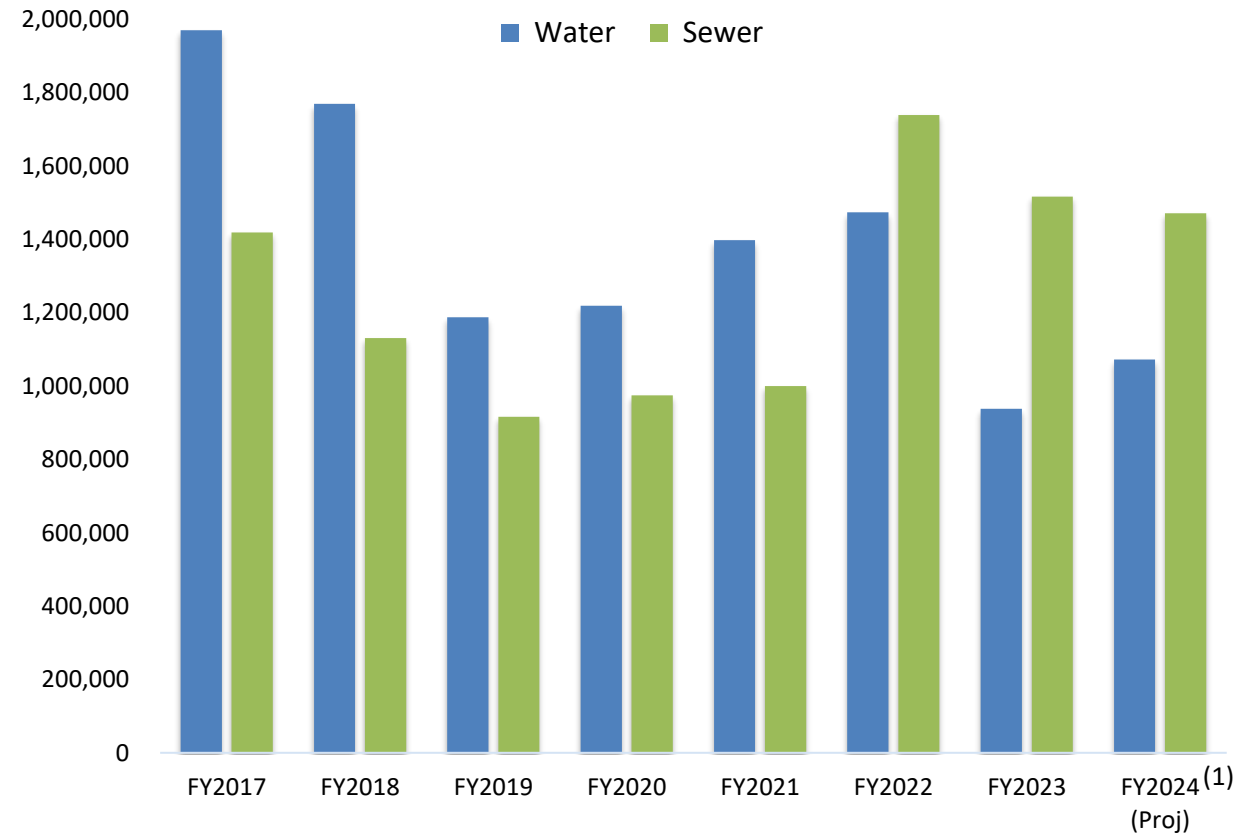
- Increase the difference between the two block rates (tiers); Newburyport's upper block is ~110% of the lower block rate, whereas similar utilities are ~150% of the lower block rate
- End continuous use of retained earnings to offset necessary rate adjustments
- Increase the amount of the fixed customer service charge
- Implement consistent rate increases based on anticipated capital needs

# FY2023 Year-End & Retained Earnings Balances

	Water	Sewer
7/1/2022 Balance	937,918	1,516,385
Approved Transfers	(86,000)	(120,000)
Current Balance	851,918	1,396,385
Pending Transfers	(255,998)	(595,616)
<b>Net Remaining</b>	<b><u>595,920</u></b>	<b><u>800,769</u></b>
<b>FY2023 Year-End Projected</b>		
Revenue	6,451,290	8,410,572
Expenses	5,974,682	7,740,369
<b>Turnback</b>	<b><u>476,608</u></b>	<b><u>670,203</u></b>
<b>FY2024 Projected<sup>(1)</sup></b>	<b><u>1,072,528</u></b>	<b><u>1,470,972</u></b>

	Water	Sewer
FY2017	1,970,192	1,419,115
FY2018	1,769,560	1,131,128
FY2019	1,188,081	916,043
FY2020	1,219,425	974,540
FY2021	1,398,128	999,799
FY2022	1,474,050	1,738,991
FY2023	937,918	1,516,385
FY2024 (Proj) <sup>(1)</sup>	1,072,528	1,470,972

**Retained Earnings**



Use of Retained Earnings to Offset Rate Increases:

Water	0	0	100,000	100,000	171,322	100,000	100,000	0
Sewer	0	675,000	375,000	300,334	321,784	100,000	300,000	0

<sup>(1)</sup> Note: FY2024 projected balance is an estimate and is shown for illustrative purposes only.

# Water Revenue/Expense Projection

	Growth Factor	Actual FY2019	Actual FY2020	Actual FY2021	Actual FY2022	Revised FY2023	Budget FY2024	Projected FY2025	Projected FY2026	Projected FY2027	Projected FY2028
<b>Revenue</b>											
Meter/CSC Revenue (Line 1)		4,829,654	4,809,726	5,265,975	5,039,260	5,534,526	6,020,029	6,651,816	7,079,564	7,511,714	7,948,398
Misc Fees		232,450	185,540	233,387	273,568	295,071	250,000	250,000	250,000	250,000	250,000
Special Assessments		195,486	156,846	215,957	149,124	150,000	150,000	150,000	150,000	150,000	150,000
Liens		84,213	68,371	89,708	61,711	90,000	70,000	70,000	70,000	70,000	70,000
Interest/Penalties		44,835	29,350	29,254	26,002	27,017	30,000	30,000	30,000	30,000	30,000
Non-Recurring Revenue		19,203	38	5,537	1,383	0	0	0	0	0	0
<b>Total</b>		<b>5,405,840</b>	<b>5,249,871</b>	<b>5,839,817</b>	<b>5,551,049</b>	<b>6,096,614</b>	<b>6,520,029</b>	<b>7,151,816</b>	<b>7,579,564</b>	<b>8,011,714</b>	<b>8,448,398</b>
<b>FY24 Mayor's Budget Proposal</b>											
<b>Expenses</b>											
Personnel Services	3.0%	2,030,480	1,990,268	2,165,568	2,208,432	2,456,395	2,572,883	2,650,069	2,729,572	2,811,459	2,895,802
Purchase of Services	3.0%	866,157	831,236	872,581	1,154,077	1,257,279	1,249,723	1,287,214	1,325,831	1,365,606	1,406,574
Supplies	3.0%	183,508	159,560	180,943	175,245	297,214	307,214	316,430	325,923	335,700	345,772
Other Charges & Expense	3.0%	92,857	96,280	94,653	101,161	109,044	111,655	115,005	118,455	122,008	125,669
Capital Outlay	3.0%	166,375	14,494	105,197	280,187	382,000	440,000	453,200	466,796	480,800	495,224
Debt Service		1,854,139	1,818,110	1,807,253	1,657,598	1,780,682	1,770,592	2,259,896	2,540,886	2,821,876	3,102,865
Existing		1,854,139	1,818,110	1,807,253	1,657,598	1,780,682	1,770,592	1,743,399	1,743,400	1,743,400	1,743,400
New		0	0	0	0	0	0	516,497	797,486	1,078,476	1,359,465
Transfers Out	3.0%	0	0	0	15,604	0	67,963	70,002	72,102	74,265	76,493
<b>Total</b>		<b>5,193,516</b>	<b>4,909,947</b>	<b>5,226,195</b>	<b>5,592,305</b>	<b>6,282,614</b>	<b>6,520,029</b>	<b>7,151,816</b>	<b>7,579,564</b>	<b>8,011,714</b>	<b>8,448,398</b>
(From Line 1) Amount to Raise Through Rates and Fixed Charge:							<u>6,020,029</u>	<u>6,651,816</u>	<u>7,079,564</u>	<u>7,511,714</u>	<u>7,948,398</u>

FY24-28 CIP  
(Increased in  
Equal  
Increments)

# Water Rate Projection

Growth Factor	Actual FY2019	Actual FY2020	Actual FY2021	Actual FY2022	Revised FY2023	Budget FY2024	Projected FY2025	Projected FY2026	Projected FY2027	Projected FY2028						
Amount to Raise Through Rates and Fixed Charge:						<u>6,020,029</u>	<u>6,651,816</u>	<u>7,079,564</u>	<u>7,511,714</u>	<u>7,948,398</u>						
Build/(Use of) Retained Earnings:						0	(217,705)	(193,148)	(145,510)	(91,166)						
Fixed Charge:						\$ 100.00	\$ 100.00	\$ 120.00	\$ 120.00	\$ 140.00						
Customers:						8,450	8,450	8,450	8,450	8,450						
Fixed Charge Revenue:						845,000	845,000	1,014,000	1,014,000	1,183,000						
Amount to Raise Through Rates:						5,175,029	5,589,111	5,872,416	6,352,203	6,674,233						
% by Tier																
68%																
32%																
Total Consumption (cf):						71,722,454	71,722,454	71,722,454	71,722,454	71,722,454						
Block 1 Consumption (cf):						48,771,269	48,771,269	48,771,269	48,771,269	48,771,269						
Block 2 Consumption (cf):						22,951,185	22,951,185	22,951,185	22,951,185	22,951,185						
Block 2 % of Block 1:						115.1%	117.5%	125.0%	127.5%	132.5%						
Fixed Charge:						\$ 100.00	\$ 100.00	\$ 120.00	\$ 120.00	\$ 140.00						
Block 1 Rate (per 100 cf):						\$ 5.54	\$ 5.63	\$ 5.63	\$ 5.94	\$ 6.61						
Block 2 Rate (per 100 cf):						\$ 6.29	\$ 6.38	\$ 6.38	\$ 6.70	\$ 7.37						
Average Customer <sup>(1)</sup> :						137 gal/day	\$472	\$478	\$478	\$498	\$543	\$562	\$595	\$628	\$666	\$705
Change to Average Customer (\$):						\$18	\$6	\$0	\$21	\$45	\$18	\$34	\$33	\$38	\$39	
Change to Average Customer (%):						4.0%	1.3%	0.0%	4.4%	9.0%	3.3%	6.0%	5.6%	6.0%	5.9%	
Average Comm/Ind <sup>(1)</sup> :						625	\$1,927	\$1,955	\$1,955	\$2,050	\$2,255	\$2,389	\$2,588	\$2,782	\$3,015	\$3,216
Change to Average Comm/Ind (\$):						\$13	\$27	\$0	\$96	\$205	\$134	\$199	\$194	\$234	\$201	
Change to Average Comm/Ind (%):						0.7%	1.4%	0.0%	4.9%	10.0%	5.9%	8.3%	7.5%	8.4%	6.7%	

<sup>(1)</sup> Source: Environmental Partners Newburyport Water & Sewer Rate Studies March 17, 2022.



# Sewer Revenue/Expense Projection

	Growth Factor	Actual FY2019	Actual FY2020	Actual FY2021	Actual FY2022	Revised FY2023	Budget FY2024	Projected FY2025	Projected FY2026	Projected FY2027	Projected FY2028
<b>Revenue</b>											
Meter/CSC Revenue (Line 1)		6,380,565	6,655,115	7,280,386	7,032,983	6,741,981	7,571,921	8,149,022	8,399,660	8,713,668	8,925,233
Misc Fees		136,005	125,255	142,818	155,810	215,000	250,000	250,000	250,000	250,000	250,000
Special Assessments		415,938	258,299	341,829	231,229	360,000	150,000	150,000	150,000	150,000	150,000
Liens		114,795	99,721	132,590	89,372	149,685	70,000	70,000	70,000	70,000	70,000
Interest/Penalties		53,724	41,913	47,981	46,789	60,674	30,000	30,000	30,000	30,000	30,000
Non-Recurring Revenue		9,656	35,127	29,087	287,191	0	0	0	0	0	0
<b>Total</b>		<b>7,110,682</b>	<b>7,215,429</b>	<b>7,974,691</b>	<b>7,843,373</b>	<b>7,527,340</b>	<b>8,071,921</b>	<b>8,649,022</b>	<b>8,899,660</b>	<b>9,213,668</b>	<b>9,425,233</b>
<b>FY24 Mayor's Budget Proposal</b>											
<b>Expenses</b>											
Personnel Services	3.0%	2,224,681	2,237,471	2,267,734	2,421,595	2,597,010	2,628,937	2,707,805	2,789,039	2,872,710	2,958,892
Purchase of Services	3.0%	1,235,914	1,049,824	1,137,684	1,350,711	1,412,070	1,422,770	1,465,453	1,509,416	1,554,699	1,601,340
Supplies	3.0%	442,428	471,980	441,611	485,657	609,500	621,975	640,634	659,853	679,649	700,038
Other Charges & Expense	3.0%	94,703	80,315	84,517	91,480	105,684	108,280	111,528	114,874	118,320	121,870
Capital Outlay	3.0%	151,859	111,767	183,913	158,091	287,000	308,500	317,755	327,288	337,106	347,219
Debt Service		3,002,881	3,030,638	3,018,533	2,932,120	2,927,576	2,895,705	3,317,519	3,408,212	3,557,476	3,599,356
Existing		3,002,881	3,030,638	3,018,533	2,932,120	2,907,576	2,890,705	2,876,971	2,684,168	2,684,168	2,684,168
New		0	0	0	0	20,000	5,000	440,548	724,043	873,308	915,188
Transfers Out	3.0%	0	0	0	18,202	0	85,755	88,328	90,977	93,707	96,518
<b>Total</b>		<b>7,152,465</b>	<b>6,981,995</b>	<b>7,133,990</b>	<b>7,457,856</b>	<b>7,938,840</b>	<b>8,071,921</b>	<b>8,649,022</b>	<b>8,899,660</b>	<b>9,213,668</b>	<b>9,425,233</b>
(From Line 1) Amount to Raise Through Rates and Fixed Charge:							<u>7,571,921</u>	<u>8,149,022</u>	<u>8,399,660</u>	<u>8,713,668</u>	<u>8,925,233</u>

FY24-28 CIP  
(Increased in  
Equal  
Increments)

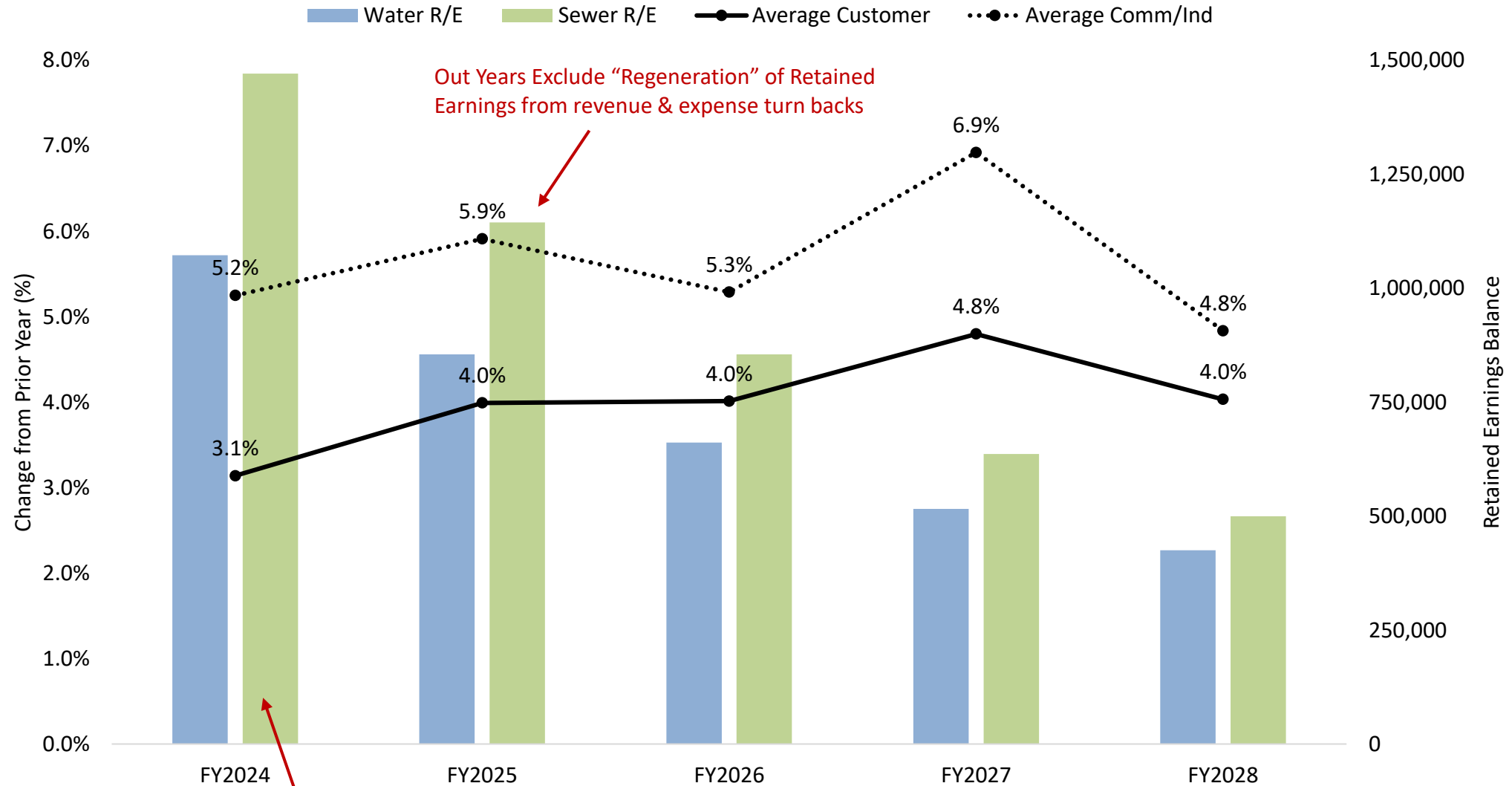
# Sewer Rate Projection

Growth Factor	Actual FY2019	Actual FY2020	Actual FY2021	Actual FY2022	Revised FY2023	Budget FY2024	Projected FY2025	Projected FY2026	Projected FY2027	Projected FY2028					
Amount to Raise Through Rates and Fixed Charge:						<u>7,571,921</u>	<u>8,149,022</u>	<u>8,399,660</u>	<u>8,713,668</u>	<u>8,925,233</u>					
Build/(Use of) Retained Earnings:						0	(326,557)	(289,722)	(218,266)	(136,749)					
Fixed Charge:						\$ 100.00	\$ 100.00	\$ 120.00	\$ 120.00	\$ 140.00					
Customers:						7,800	7,800	7,800	7,800	7,800					
Fixed Charge Revenue:						780,000	780,000	936,000	936,000	1,092,000					
Amount to Raise Through Rates:						6,791,921	7,042,465	7,173,937	7,559,402	7,696,485					
% by Tier															
68%						Total Consumption (cf):	64,598,625	64,598,625	64,598,625	64,598,625	64,598,625				
32%						Block 1 Consumption (cf):	43,927,065	43,927,065	43,927,065	43,927,065	43,927,065				
						Block 2 Consumption (cf):	20,671,560	20,671,560	20,671,560	20,671,560					
						Block 2 % of Block 1:	110.2%	112.5%	117.5%	120.0%	125.0%				
Fixed Charge:						\$ 100.00	\$ 100.00	\$ 120.00	\$ 120.00	\$ 140.00					
Block 1 Rate (per 100 cf):						\$ 9.01	\$ 9.55	\$ 9.55	\$ 9.84	\$ 9.84					
Block 2 Rate (per 100 cf):						\$ 9.76	\$ 10.31	\$ 10.31	\$ 10.59	\$ 10.60					
gal/day															
Average Customer <sup>(1)</sup> : 137						\$704	\$741	\$741	\$760	\$760	\$783	\$803	\$826	\$858	\$880
Change to Average Customer (\$):						\$65	\$36	\$0	\$19	\$0	\$23	\$20	\$23	\$32	\$22
Change to Average Customer (%):						10.2%	5.1%	0.0%	2.6%	0.0%	3.0%	2.6%	2.8%	3.9%	2.6%
Average Comm/Ind <sup>(1)</sup> : 625						\$2,985	\$3,151	\$3,151	\$3,238	\$3,239	\$3,393	\$3,536	\$3,667	\$3,879	\$4,012
Change to Average Comm/Ind (\$):						\$223	\$166	\$0	\$87	\$1	\$154	\$143	\$130	\$213	\$133
Change to Average Comm/Ind (%):						8.1%	5.6%	0.0%	2.7%	0.0%	4.8%	4.2%	3.7%	5.8%	3.4%

<sup>(1)</sup> Source: Environmental Partners Newburyport Water & Sewer Rate Studies March 17, 2022.

# Combined Water/Sewer Rate Projection

## *Use of Retained Earnings to Stabilize Rates*



Projected Retained Earning Balances 7/1/2023

# FY2024 Water & Sewer Rate Recommendation

Water & Sewer Rates		FY2022 Approved	FY2023 Approved	FY2024 Recommended	FY2024 Alternative A	FY2024 Alternative B	FY2024 Alternative C	FY2024 Alternative D	Change
		Use of R/E to Offset Increase: Water \$100K & Sewer \$100K	Use of R/E to Offset Increase: Water \$100K & Sewer \$300K	No Change in Service Charge, No Use of R/E to Offset Increase	No Change in Service Charge, Build \$100K in R/E for Water Only	Increase Service Charge, No Use of R/E to Offset Increase	Increase Service Charge, Build \$250K in R/E for Water & Sewer	EP Study: Baseline (Scenario 3)	FY'24 Rec. / FY'23 Approved
<b>Water Rate</b>									
<u>Consumption per 100 cf</u>	First 3,000 cf	\$5.94	\$6.61	\$6.88	\$7.02	\$6.66	\$6.99	\$7.18	\$0.27
	3,001 cf and over	\$6.70	\$7.37	\$7.92	\$8.08	\$7.67	\$8.05	\$8.62	\$0.55
<u>Service Charge (per quarter)</u>									
Residential	Meters 1" or smaller	\$25	\$25	\$25	\$25	\$30	\$30	\$30	\$0
	Meters over 1"	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$0
Non-Residential	Meters 1" or smaller	\$30	\$30	\$30	\$30	\$30	\$30	\$35	\$0
	Meters over 1"	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$0
<b>Sewer Rate</b>									
<u>Consumption per 100 cf</u>	First 3,000 cf	\$9.84	\$9.84	\$10.18	\$10.18	\$9.95	\$10.32	\$11.16	\$0.34
	3,001 cf and over	\$10.59	\$10.60	\$11.21	\$11.21	\$10.96	\$11.37	\$12.58	\$0.61
<u>Service Charge (per quarter)</u>	Newburyport/Plum Island	\$25	\$25	\$25	\$25	\$30	\$30	\$30	\$0
	Newbury (Old Town)	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$0
<b>Water/Sewer Combined</b>									
<u>Average Customer</u> 137 gallons/day	Annual Charge	\$1,259	\$1,303	\$1,344	\$1,354	\$1,354	\$1,401	\$1,470	\$41
	Quarterly Charge	\$315	\$326	\$336	\$338	\$339	\$350	\$368	\$10
	Change from Prior Year	3.3%	3.6%	3.1%	3.9%	3.9%	7.5%	12.8%	3.1%
<u>Average Commercial/ Industrial</u> 625 gallons/day	Annual Charge	\$5,288	\$5,494	\$5,782	\$5,829	\$5,676	\$5,906	\$6,379	\$288
	Quarterly Charge	\$1,322	\$1,374	\$1,446	\$1,457	\$1,419	\$1,477	\$1,595	\$72
	Change from Prior Year	3.6%	3.9%	5.2%	6.1%	3.3%	7.5%	16.1%	5.2%

*Recommended Rates Approved by Water & Sewer Commission (6-0) June 5, 2023*



# FY2024 Rate Recommendation

- ✓ No use of retained earnings to fund rate
  - Preserves retained earnings to stabilize rate increases once the debt service kicks in for planned water/sewer capital projects
- ✓ Increases the difference between the two consumption block rates
  - Provides moderate increase for average customer with higher increase for larger users
  - Incremental change (upper block as % of lower block)
    - Water: 111% → 115%, Sewer: 108% → 110%
    - Can work to get closer to 150% EP benchmark over time
- ✓ Keeps the service charge level, which benefits users with lowest usage (e.g. small households, seniors)

# Committee Items – June 26, 2023

## Community Services

### *In Committee:*

- COMM00489\_06\_12\_2023      Acting Head Librarian Jessica Atherton
- COMM00490\_06\_12\_2023      Bike Feasibility: Locations, Estimate,  
March's Hill Bike Park Concept Plan, & Study
- ORDR00455\_05\_08\_2023      ACO Intermunicipal Agreement
- ORDR00468\_06\_12\_2023      Wheelabrator North Andover Contract



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

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

June 7, 2023

Dear Clerk Jones,

Pursuant to Section 3-5 of the City Charter, I am designating Jessica Atherton to perform the duties of the office of Head Librarian on a temporary basis beginning June 8<sup>th</sup> until the office can be filled by the selection of the Library Board of Directors. I certify that Ms. Atherton is qualified to perform the duties which will be required and that I make this designation solely in the interests of the City of Newburyport.

The Library Board of Directors is assembling a search committee and plans to post this position in the coming weeks. The search committee will interview candidates and recommend finalists for the full board. The Board will then select a Head Librarian to fill the position.

This Acting Head Librarian Appointment is valid for 90 days and may be given two 30-day extensions, according to our Charter. I will be in communication should an extension be necessary.

Respectfully,

A handwritten signature in black ink that reads 'Sean R. Reardon'.

Sean R. Reardon  
Mayor

**Jessica Atherton, MLIS** [jatherton@newburyportpl.org](mailto:jatherton@newburyportpl.org) 207-216-0854

## Employment History

*Newburyport Public Library, MA*

**Assistant Head Librarian August 2022 - Present**

**Senior Librarian for Information Services** September 2014 – August 2022

**Staff Librarian for Information Services** August 2012 – September 2014

### Assistant Head Librarian

- Manages all aspects of library administration in absence of Head Librarian for the four floor, 38,000-square foot facility with 19.5 staff positions
- Collaborates with Head Librarian on policy development, long-range planning, data collection and analysis, ARIS reporting, including an Access for All LSTA grant to add a hearing loop to the library's program room
- In conjunction with the Head Librarian, hires, trains, and provides ongoing support for library staff
- Manages and implements all technology including networking, hardware and software, including a data migration for the library's time management and printing software

**Senior Librarian for Information Services Department** (also called the Reference Department)

- Lead a team of 4 full-time professional librarians
- Assisted with patron and building needs
- Coordinated reference-based tasks, such as adult programming, social media, and outreach
- Acted as backup webmaster

*Bangor Public Library, ME*

**Youth Services Librarian and Head of Public Relations** July 2011 – August 2012

**Reference Librarian** April 2011 – June 2011

**Library Assistant** October 2010 – March 2011

- Designed, ran, and did press for all adult events
- Ran twice weekly story times that provided literacy skills for birth through 2-year-olds

*Ha Phala, Lesotho*

**Peace Corps Volunteer** November 2006 – December 2008

- Taught English as a second language for high school aged students and built, managed, and wrote grants for the first library in the rural African village of Ha Phala

### Professional Activities

Member of the MBLC's Database Selection Committee 2022

Former Co-Chair of the MVLC Reference User Group 2019- 021

Member of the Massachusetts Library System Continuing Education Committee 2019 – present

Member of VOYA (Voices of Youth Advocates) Top Shelf Committee 2017-2019 & VOYA reviewer 2012 - 2019

Graduate of NELLs (New England Library Leadership Symposium) 2015

### Education

MLIS - University of Pittsburgh (2010), BA - Allegheny College





**POWDER HORN LLC**

P.O. Box 951  
BELMONT, NH 03220

**WILL CONROY, OWNER**

(860) 930 5240

WILL@POWDERHORN.BIKE

*Estimate\**

---

***Multi-site Feasibility Study for New Mountain Bike Recreation Area Construction***

*Prepared for:*      **Town of Newburyport, MA**

***Scope***

- Work in conjunction with the town of Newburyport administration to determine suitable sites for consideration
- Assess 3-5 sites for suitability of a Bike Park installation including, but not limited to, a pump track, skills practice facilities, and freeride zone.
- Conduct Soil analysis, environmental overview, and determine possible limiting factors of each site
- Compare and contrast sites to develop order of preference

***Cost Estimate***

\$1150 per site      3 – 5 sites

*\$1150 x 3 sites = \$3450*

*\$1150 x 4 sites = \$4600*

*\$1150 x 5 sites = \$5750*

***Timeline***

3 – 4 weeks (*from date of contract signing*)

*\*estimate subject to change at any time prior to completion of binding agreement*



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN R. REARDON

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NEWBURYPORT, MA 01950  
(978) 465-4413 • (978) 465-4452 (FAX)  
WWW.CITYOFNEWBURYPORT.COM

MEMORANDUM

To: Councillor Jim McCauley, Community Services Chair  
From: Kim Turner, Manager of Special Projects  
CC: Councillor Heather Shand, Council President  
Richard Jones, City Clerk  
RE: Bike Feasibility Study  
Date: June 21, 2023

---

This memo provides additional context and information on the Bike Feasibility Study Communication before the Council, COMM00490, which was referred out of the Committee on Community Services on June 20<sup>th</sup>.

In 2020, during the height of the COVID-19 pandemic, youth in the community asked the Parks Commission if they could create bike trails at March's Hill for recreation. The Parks Commission approved their use of the park for this purpose, however, tensions arose between abutters and bikers, and the item was brought back to the Parks Commission for reconsideration. The contention of the neighbors was that the trails were being expanded beyond what was originally approved, causing safety concerns, environmental disruption, and noise. However, there was support from many residents to allow youth in the community to have an outlet for outdoor recreation, ingenuity, and socialization.

In the summer of 2022, the Parks Commission hired a consultant to study the site at March's Hill and provide a report on the conditions and recommendations. This report was included in your packet and provides a site analysis and recommendations for relocating and redesigning some trails. The report was reviewed during a Parks Commission meeting, and the abutters asked the Commission to study other locations for biking recreation in order to do their 'due diligence'.

In December of 2022, the Parks Commission applied for a CPA grant to study 5 alternative locations for biking recreation. The intent was to have the consultant, Powderhorn, LLC, help the Commission identify and assess alternative locations for biking. The CPC approved of \$5,700 to study five sites. The City Council, however, approved the allocation with the condition that the **5 sites would be identified up front**.

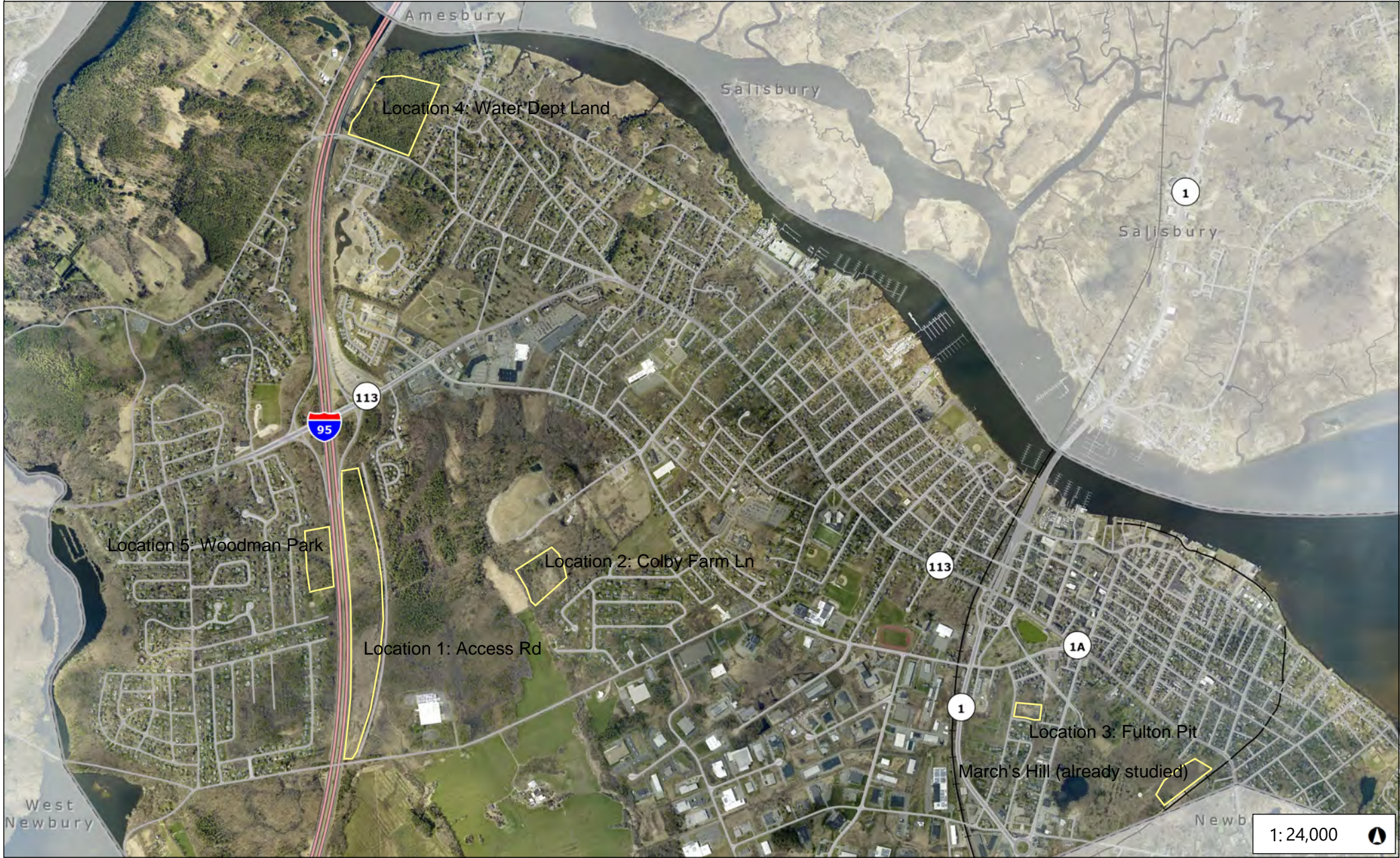
In May of 2023, the Parks Commission identified five locations for the consultant to study. These locations are provided in your packet. These City-owned sites were selected based on their undeveloped open space. If approved by the Council to proceed, the consultant will provide a similar report to March's Hill for the five alternative locations. Once the Parks Commission has all 6 reports, they can deliberate on how to proceed.

Please do not hesitate to contact me should you require additional information or clarification regarding the project.



# City of Newburyport

6/6/2023

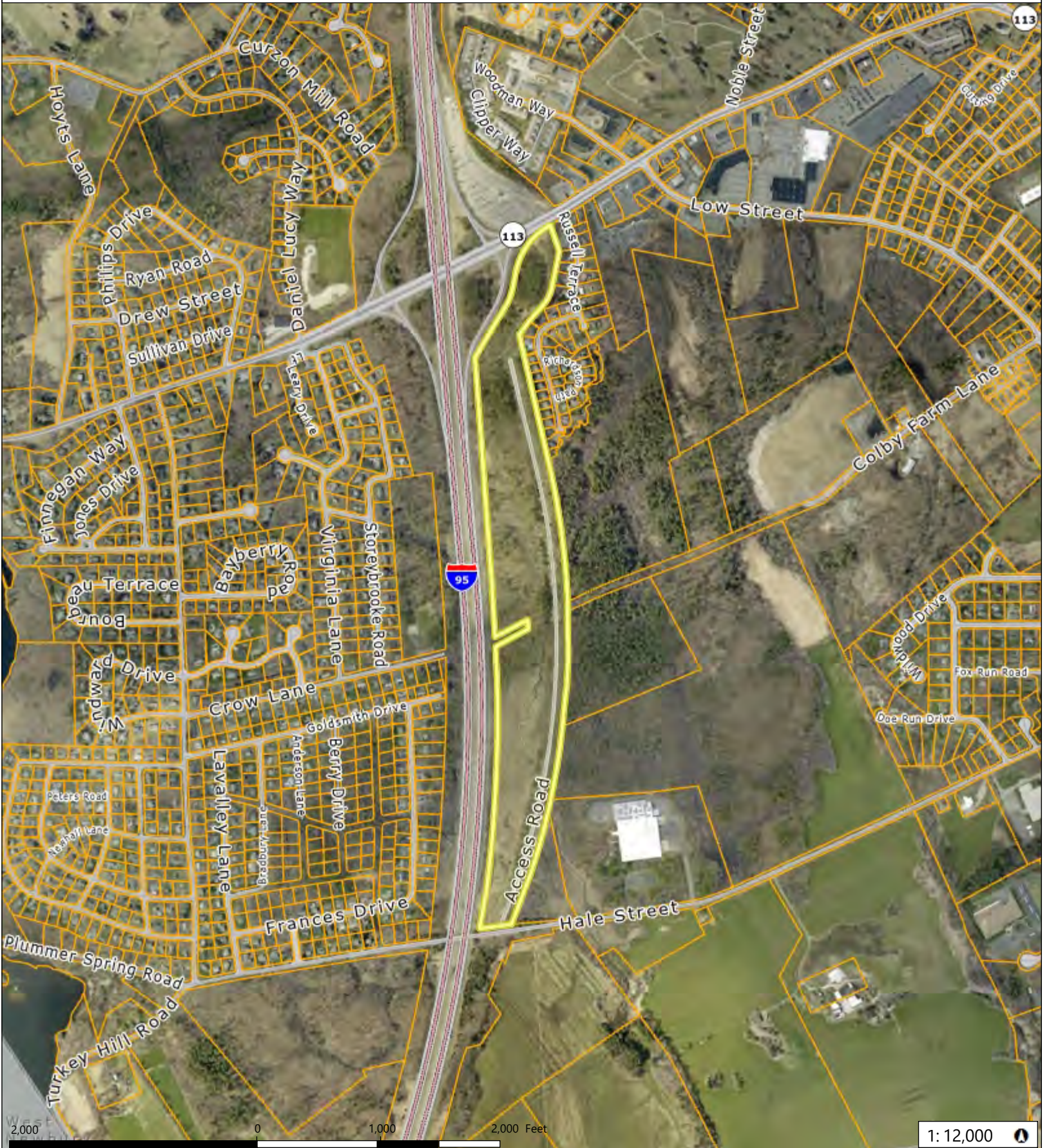


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Municipal Boundary	Roads	Interstate	<b>Legend</b>		Local Road	Railroad	Road Right of Way
Paved	Unpaved		Major Road	Local Road			







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Legend					
Municipal Boundary	Roads	Interstate	Major Road	Local Road	Railroad
Parcels	Road Right of Way	Paved	Unpaved		

## Location 1: 95 Access Rd





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<p>Municipal Boundary Parcels</p>		<p>Roads Road Right of Way</p>		<p>Interstate Paved</p>		<p>Major Road Unpaved</p>		<p>Local Road Railroad</p>	
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**Legend**

## Location 2: Colby Farm Ln





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<p><b>Legend</b></p> <ul style="list-style-type: none"> <li><span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Municipal Boundary</li> <li><span style="border: 2px solid orange; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Parcels</li> <li><span style="border-bottom: 1px solid gray; width: 20px; display: inline-block; margin-right: 5px;"></span> Roads</li> <li><span style="border-bottom: 1px solid gray; width: 20px; display: inline-block; margin-right: 5px;"></span> Road Right of Way</li> <li><span style="border-bottom: 1px solid gray; width: 20px; display: inline-block; margin-right: 5px;"></span> Interstate</li> <li><span style="background-color: gray; width: 10px; height: 10px; display: inline-block; margin-right: 5px;"></span> Paved</li> <li><span style="border-bottom: 1px solid gray; width: 20px; display: inline-block; margin-right: 5px;"></span> Major Road</li> <li><span style="background-color: yellow; width: 10px; height: 10px; display: inline-block; margin-right: 5px;"></span> Unpaved</li> <li><span style="border-bottom: 1px solid gray; width: 20px; display: inline-block; margin-right: 5px;"></span> Local Road</li> <li><span style="border-bottom: 1px dashed gray; width: 20px; display: inline-block; margin-right: 5px;"></span> Railroad</li> </ul>	
<h2 style="margin: 0;">Location 3: Fulton Pit</h2>	





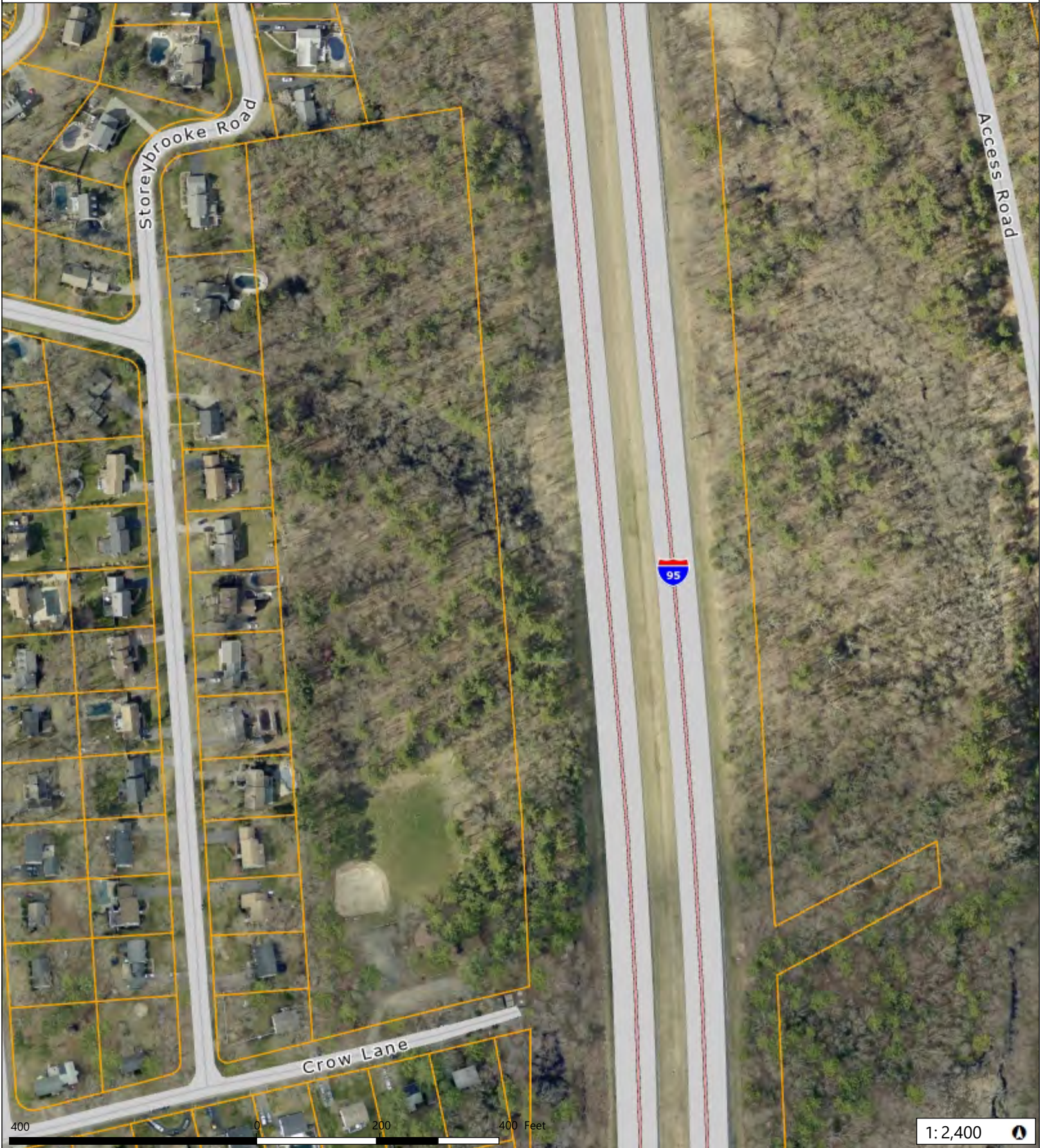
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Location 4: Water Dept Land





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Location 5: Woodman Park





# MARCH'S HILL BIKE PARK CONCEPT PLAN

*Revised 10/19/2022*

*Prepared By:*

*Powder Horn LLC // PO Box #951 Belmont, NH 03220*

[Will@powderhorn.bike](mailto:Will@powderhorn.bike)

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## ***Introduction***

- 1.1. Powder Horn LLC was contacted by interested parties in the town of Newburyport, MA to conduct an analysis of existing facilities and determine suitability of a single site for the installation of a public bike park.
- 1.2. Powder Horn LLC conducted an initial assessment of the site within the scope of its business, recreational facilities, to make recommendations and estimate the cost and resources of such an installation.

## ***Site Analysis: General Information***

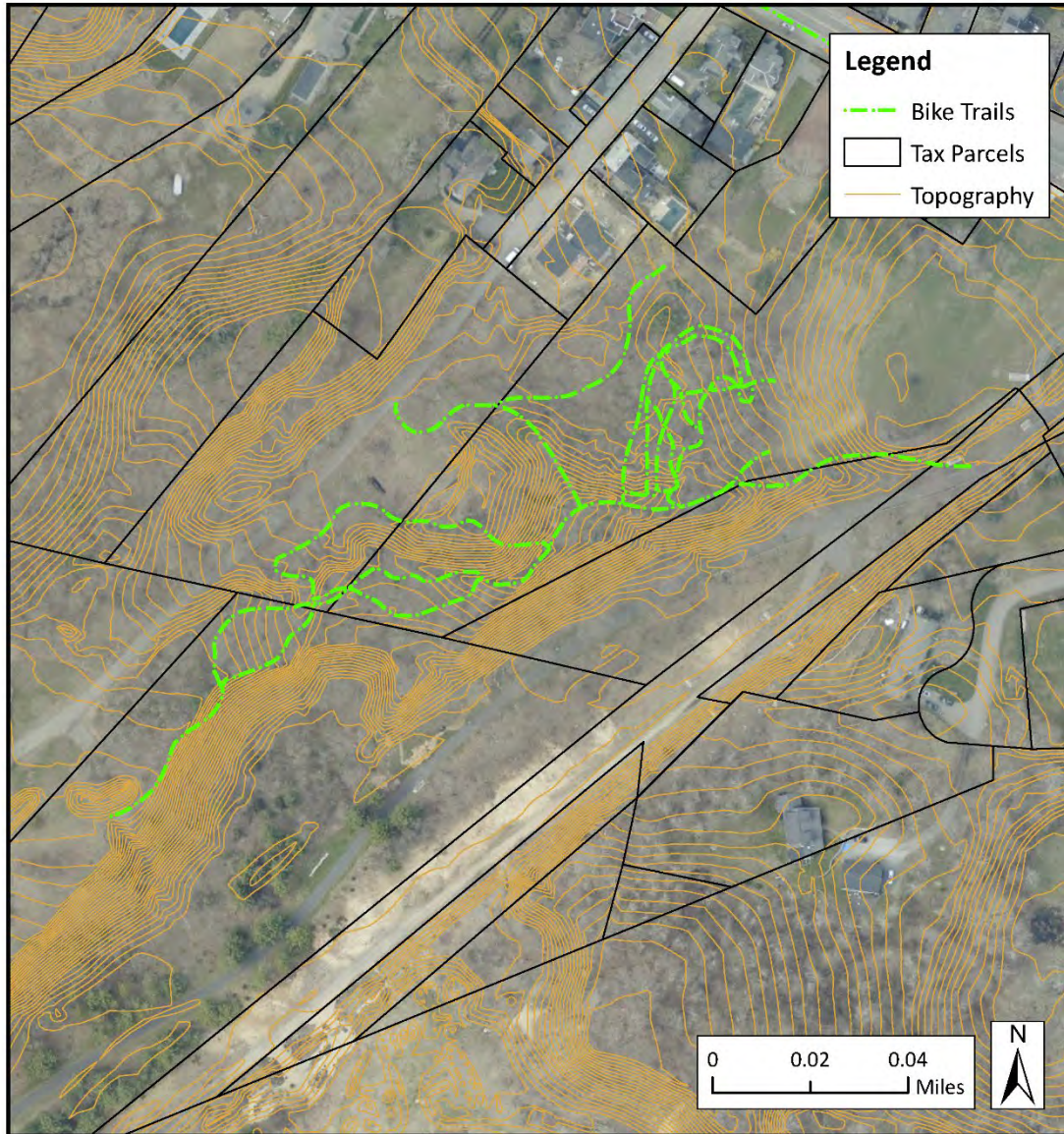
### *Description*

*The Area of Scope (AOS) is referred to as March's Hill Park in the town of Newburyport, MA. The property is located at High St. at Bromfield ST., parallel to the Rail Trail running NE-SW.*

Usable Area:	Roughly 2 Acres
Total Elevation Change:	+/- ~25'
Wetlands present:	No
Zoning Class:	A/C, DCOD (need clarification)

## ***Site Analysis: Current State & Activities***

*In its current state, the Area of Scope has seen increased mountain bike usage and trail building activities in the last several years. Community members who expressed interest in creating a mountain bike jump zone approached the Town Administration and were granted verbal permission to construct trails & features. Conflict has arisen over the scope, location, and size of features that have been installed. Remedial attention is recommended to balance the needs of abutters, users, and Town Administration.*

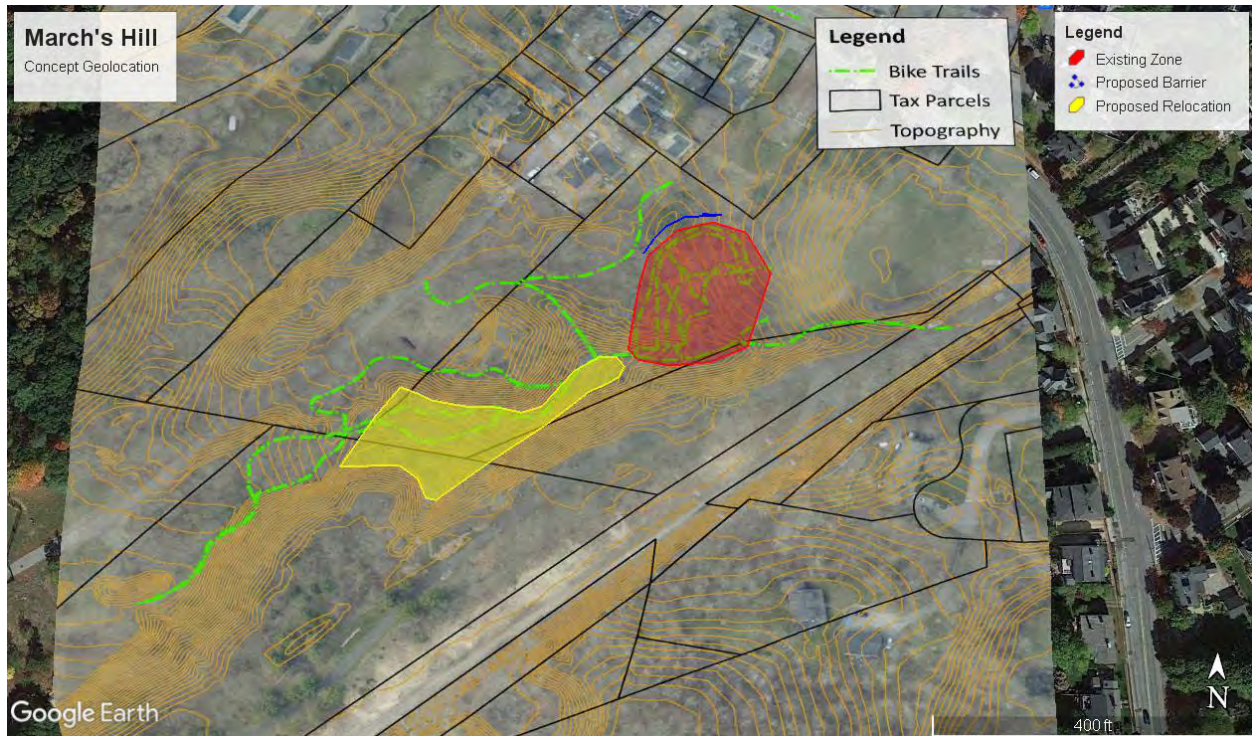


***Possible Solutions (order does not reflect recommendations):***

1. Installation of barrier on existing facility to block noise and views from abutting property
  - a. Tall fence
  - b. Organic barrier (tall shrubs, trees, or vegetative buffer)
2. Re-location of Mountain Bike Facility to another section of the property



### 3. Removal of existing facility & revegetation of area.



It is recommended that combination of these items be utilized to create a location that is **Safe, Fun, and Sustainable**.

- **Safe:** The facility needs to adhere to industry standards & best practices to protect users from unnecessary harm. While threat of injury or death is an inherent risk of participating in the sport of mountain biking, minimizing risk, and resulting liability should be a priority for stakeholders.
  - **Safer Design:** Currently there are several features in the park that have mandatory gaps and airs – this is only acceptable in certain situations on advanced sections of the facility. Most features installed should be ‘table-top’ style, meaning that the middle of the jump is filled in to minimize risk of injury to riders.
  - **Maintenance:** Increased oversight of the facility will be needed to ensure cleanliness, notify users of features that are closed for service or rebuilding, and prevent unauthorized changes. Organizing volunteer days to keep the community involved is a great way to strengthen bonds between users and stakeholders. Storage facilities for tools and materials are also recommended to ensure site cleanliness.
- **Fun:** The park should include features of progressive difficulty levels to ensure enjoyment by participants of all ages and ability levels. Size & cost limitations may place boundaries on the amount of features installed, however consideration should be taken in the design phase to maximize the range of offerings.
- **Sustainable:** A broad term that applies to multiple facets of the project.

- **Environmental Sustainability:** Care must be taken during the design and planning phases to ensure that the desired result is achieved without unnecessary harm to the surrounding ecosystem. At a minimum Stormwater control, vegetation removal, and revegetation plans should be in place prior to construction. Local and state regulations may apply based on area classification and presence of sensitive areas.
- **Functional Sustainability:** The facility must be designed with proper grade angles, drainage, and surface quality. Neglect of installation guidelines will result in rapid surface degradation and the inability to use the facility without an overburden of maintenance. Improper drainage can lead to pooling, erosion, and loss of grade angles. In addition, it is recommended that a maintenance plan be in place prior to installation.
- **Communal Sustainability:** The most successful mountain bike parks & facilities have a large volunteer corp. and the guidance of one or more experienced builders. The symbiotic relationship between the stakeholders and users is most often successfully achieved by partnering with a local bike club, bike shop, or mountain-bike specific non-profit to organize volunteer days, maintenance schedules, and communicate the needs of users to stakeholders.

## Soil Analysis



	to 25 percent slopes		
600	Pits, gravel	12.4	72.7%
<b>Totals for Area of Interest</b>		<b>17.1</b>	<b>100.0%</b>

## Conclusions from Soil Survey:

- The area of concern related to the scope of this project is entirely contained within the classification of “Gravel Pits”, indicating that the area is previously disturbed by industrial use.
- No sensitive areas, wetlands, or highly unfavorable classifications of soil appear to exist within the scope of the areas in question, based on publicly available mapping resources.
- Low to average annual rainfall and a moderately weak frost season mean decreased maintenance, less erosion, and increased tread stability.

## *Environmental*

### *Categories of consideration:*

- **Wetland conservation**
  - There are no delineated wetland boundaries within or proximal to the project scope. Any seasonal/temporary pools or streams will be observed and, if necessary, avoided until drained or bridged and realigned.
- **Stormwater runoff and erosion control**
  - Area of Scope boundaries exceed the baseline riparian buffer (50 ft) size surrounding any permanent or semi-permanent stream, brook, or waterway.
  - Urban landscaping and development exists between the park and any permanent or semi-permanent stream or brook, further reducing the risk of a detrimental stormwater discharge to any waters of the city.
  - Standard erosion control measures should be taken in order to minimize general soil loss and movement.
- **Wildlife impact and habitation**
  - Typical wildlife considerations would include locating and preserving den sites (Fox, Bear, Coyote, etc.), presence of endangered species, predator sighting, or aviary habitat (elevated hawk & owl nests)
  - There are no official records or common sightings of endangered species, seasonal breeding grounds, or pristine environments within the scope of the project.
  - Wildlife habitation is fluid, and it is recommended to the contractor to be aware of how to spot dens, nests, or endangered species in order to prevent any future debilitation.
- **Observation of endangered or invasive species of Plantae**
  - There are no publicly recorded endangered species of plant life within the project boundary.



## Design Concepts



*Screenshot from Powder Horn LLC's design of the Keene Bike Park in Keene, NH*

Municipal Bike parks typically contain the following Zones:

**Pump Track** (All Skill Levels)

**Skills Training Zone** (Beginner/Intermediate)

**Freeride Zone** (Intermediate/Expert)

These zones together meet the interests of large portions of modern riders, on many different types of bicycles. It is critical to offer zones for riders of ALL skill levels, from Beginner through Expert. While the focus of this park is to offer riders a fun place to practice their skills, there is an ever-growing number of expert riders in New England and around the globe that are interested in advanced-level riding.

### Pump Track

A pump track is a closed loop circuit installed on a level surface, containing features such as rollers, banked corners, table-tops, and start/rest areas. This type of zone is designed for short-travel bikes such as BMX, hardtail MTB, and slopestyle bikes. The intention is for the rider to 'pump' the rollers and corners to gain speed and carry momentum without pedaling. This creates an exhilarating, yet non-intimidating experience that delivers an incredible cardio workout, advances motor skills and reaction time in all ages, and





develops fundamentals essential skills for all styles of riding.

**Toddler/Beginner Pump Track Characteristics:**

- 12-18” Rollers
- 30-degree continuous banked corners
- Simplified oval design with minimal variation
- Separated from larger pump track to ensure comfortable environment for young children and first-time riders

**Intermediate/Expert Pump Track Characteristics:**

- 16-24” Rollers
- 45 Degree and steeper banked corners containing rollers
- Variations, doubles, tabletops, and wall rides
- Designed to allow intermediate riders to challenge their skills and improve cornering, jumping, and pumping skills

Pump Tracks can be constructed with several different material types. The (3) main surface types are:

- Natural earthen surface (dirt, clay, earthen mix)
  - Prefabricated (concrete or composite surface)
  - Asphalt
- See ‘Surface Types’ on page 18 for details*



Earthen Pump Track



## Skills Training Zone

Skills Training zones are designed for beginners who look to learn the fundamentals of riding varied terrain features. The features in this zone are designed to imitate those that the rider will find on the trail, in the pump track, or at other bike parks; the intent is to familiarize beginner riders with all different surface types and shapes. Rollers, rock gardens, wooden bridges, drops, table-tops, and banked corners are all included in this type of zone.

### Nessy

Item	Height	Length	Width 18"	Width 24"	Width 30"	Width 36"
Nessy 2 Bumps (2'P, 1'V)	2'	31.7'	\$3,393.47	\$3,817.66	*\$4,241.84	\$4,666.02
Nessy 3 Bumps (2'P, 1'V)	2'	44.7'	\$4,963.10	\$5,583.49	\$6,203.88	\$6,824.27
Nessy 4 Bumps (2'P, 1'V)	2'	57.7'	\$6,532.74	\$7,349.33	\$8,165.92	\$8,982.51



### Split Decision

Item	Height	Length	Width 18"	Width 24"	Width 30"	Width 36"
Split Decision	2'	48.8'	\$5,885.63	\$6,621.34	*\$7,357.04	\$8,092.74

(Left layout shown. Orders need to specify left or right layout.)



### Straight Ladder

Item	Height	Length	Width 8"	Width 12"
Straight Ladder (3.5 Deg)	1'	27.7'	\$1,892.38	\$2,102.64
Straight Ladder (15 Deg)	1'	15.4'	\$1,315.01	\$1,461.12
Straight Ladder (11 Deg)	2'	27.7'	\$1,918.58	\$2,131.76
Straight Ladder (15 Deg)	2'	22.9'	\$1,747.87	*\$1,942.08



Features sourced from Progressive Bike Ramps© LLC

## Freeride Zone



Freeride, Flow, or Jump Zones are often the main attraction of a bike park, where many intermediate and advanced riders will seek to hone their skills on advanced features such as jumps, table-tops, gaps, drops, hips, wall-rides, and bridges. In most cases these types of zones are what generate popular content and draw riders from far away. Well-built flow zones are often recognized world-wide, and there are examples of these that have garnered extraordinary exposure through the social media & YouTube channels of professional and well-known riders. While there is increased amplitude in advanced riding features, the associated skill level of the participating riders means no real increase in risk.



## *Design Recommendations*

Based on the site survey & analysis, the following concepts are recommended

1. Access Routes
  - Current hiking trails exist to provide access for users on foot as well as mountain bike riders. It is recommended that the access trail be expanded to better accommodate all users, or a separate MTB-only access trail be installed.
2. Beginner Skills Zone
  - Proximity to parking areas means ease of access for families and young children who need supervision
3. Freeride Zone
  - Large open areas allow for creative freedom and maximizing use of space
4. Hub Areas
  - Bike Park & Trail Hub
    - Rules & Etiquette sign located here, along with maps and directional signage to inform & guide users to each zone
    - Serves as the main access point to reduce cross-traffic and unwanted merges
  - Parking/ Access Hubs
    - Existing parking areas will likely be sufficient to handle the volume of park users, with the highest strain on parking coming during special events or in conjunction with events happening nearby.

## *Signage*

1. Access Points:
  - Rules & Etiquette
  - Informational maps & directional signs
  - MTB only vs. Multi-use vs. Hike only explanation
2. On- Trail:
  - Trail/zone difficulty level

- Intended user (MTB vs. Hike-only)
- Caution & Warning (merge, exit, etc.)

### ***Cost & Timeline Projection\****

Design (MTB infrastructure only)

**\$6-8,000**

**1-2 months**

Construction

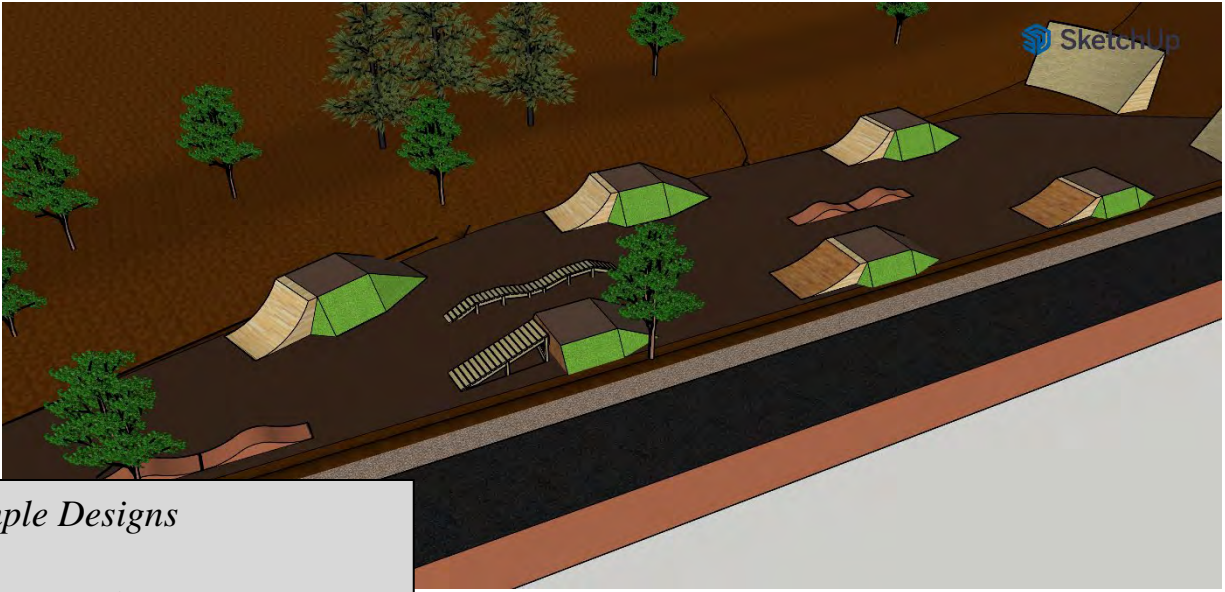
**Skills Zone & Jump Lines**

**\$60-100,000+                      4-6 Weeks**

**Removal & revegetation of existing facilities (if required)**

**\$15,000-\$18,000                      1-2 weeks**

\*Cost Projection is designed to give rough numbers for reference, not an official estimate.



*Sample Designs*  
*Powder Horn LLC ©*



# ***Exhibit A: Sample Construction Plan & Surface Types***

## **A. Site Clearing & Preparation**

First, the area is outlined and enclosed per OSHA regulations with signage, fencing (if necessary) and gates to ensure a safe and secure job site.

Vegetation and surface organics are removed from the work area. Timber is either staged to mill or chipped and stacked for later use. Turf, surface organics, and loam are staged to be used in the landscaping process or exported for disposal.

## **B. Design Layout**

Once the work area is prepared and compacted to the foundation level, the track dimensions and utility/drainage additions are located and marked. Any necessary erosion control measures are installed (silt fence, matting, hay booms, etc.).

## **C. Drainage, Utilities, & Sub-base**

**Material Staging & Sorting** Imported aggregate is staged and moved as close as possible to the work area. If possible, any imported material is unloaded directly into the work area to minimize shuttling time. Aggregate generated on-site is processed as needed and staged as close as possible to final location.

## **D.**

With the area surveyed and marked, excavation begins on the drainage system. Silt collection areas and pipes are installed with the necessary material, and all systems are measured to ensure proper slope and outflow distribution of storm water. Conduit, foundations, and bases of permanent structures are also excavated and installed (i.e. concrete bases for lights, footings for support structure, etc.). All riding areas are checked to ensure ground material stability, and if necessary are modified to meet structural requirements.

## **E. Base Shaping**

First layer of track material is moved into position, compacted, and shaped in preparation for the surface material. Different types of riding surface will require different types of base material (see Asphalt Construction)

## **F. Surface Application**

The high-quality surface material is deposited onto the pre shaped base. This material will be the final layer and the surface that is ridden on. This material can be either screened dirt, or asphalt depending on the design choice. This material is precision-shaped by a combination of machines and hand laborers, then compacted to a smooth and consistent finish.

## **G. Landscaping & Finishing**



All non-riding areas are backfilled to specification in the design. Grade on the non-riding surface is brought up to match the grade of the riding surface to eliminate any sudden drops or inconsistencies that may cause difficulties if a rider mistakenly goes off-track. These non-riding areas are revegetated with grass or turf to eliminate erosion and create a sharp, detailed look

## *Surface Types*

### Dirt / Aggregate

As implied, this method uses the native or imported material that has been screened clean of stone and other unwanted particles to create a homogeneous mix. Typically, mineral soil or a high clay content is desired to help sustain the final shape of the track. While easy to change and repair, dirt surfaces have the highest levels of required maintenance and typically need an annual overhaul. Untreated dirt is also the option with the lowest cost.

### Treated Earth

This method uses the same material as option #1, but is treated with an organic, non-toxic solution to harden and increase the durability of the surface material. There are several different brands of solution that are made specifically for this purpose; “DirtGlue” brand solution was used in our construction of the Keene pump track with positive results.

### Asphalt

Asphalt surfaces are the costliest, yet most sustainable option. Asphalt requires little to no maintenance for years after the original construction if applied properly. This surface type has been popularized in recent years by several global construction companies (i.e. Velosolutions). Using asphalt is highly recommended for its low maintenance levels, traction while riding, and clean finished look.

### Prefabricated

Prefabricated pump tracks can be made of precast concrete, or timber-framed with a hard composite molded surface. These options, while somewhat restrictive in design flexibility, provide a fantastic balance between maintenance / lifespan and cost. While less expensive than an asphalt hard surface track that allows full design customization with a hard surface, prefabricated pump tracks are leaps and bounds more durable than earthen surfaces and require very little maintenance. Ease of installation is also a plus.

POWDER HORN  
TRAIL COMPANY

# Bike Feasibility Study





# Bike Feasibility Study: brief history

- Fall, 2020: in reaction to the COVID-19 pandemic, a group of resident children asked the Parks Commission to use existing trails at March's Hill for biking.
- May, 2021: access granted, uptick in biking at March's Hill, Woodman Park and Atkinson Common.
- Summer, 2021-Summer 2022: Youth looking for challenging dirt trails to balance, jump and create with dirt and natural materials. Parents and others encouraged their ingenuity but abutters concerned about expansion of activity, safety, noise and environmental impact.
- Summer, 2022: Parks Commission hired consultant to assess the trails at March's Hill and explore options for developing and potentially relocating some trails in a low-impact manner, abutters asked Commission to look at other locations.
- December, 2022: Parks Commission submitted CPC request to hire consultant to review alternative locations.



# Bike Feasibility Study: scope

- Assess 3-5 locations for suitability for a biking facility: pump track, skills practice and/or free riding.
- Assess soils, environment, accessibility and safety.
- Identify and rank where activity is best suited, how to better manage it, and how to proceed.
- Cost: \$5,750



# Bike Feasibility Study: public benefit

- Provide youth with opportunities for biking recreation that offers multiple levels of challenge, ability to socialize in the outdoors, and become stewards of/connect with the environment.
- OSRP Goal 2: “To maintain and improve high quality parks and recreational areas which are safe, attractive and **provide a range of active and passive recreational opportunities** for all residents.”
- Help the Commission and the community reach consensus on this issue.





**IN CITY COUNCIL**

**ORDERED:**

May 8, 2023

THAT the City Council of the City of Newburyport hereby approves the attached Intermunicipal Agreement between the Town of West Newbury and the City of Newburyport for Shared Animal Control Services.

---

Councillor Heather L. Shand

**In City Council May 8, 2023:**

Motion to waive the rules, accept the late files, and refer to the recommended committees (ORDR00455 to Community Services) by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.



**IN CITY COUNCIL**

**ORDERED:**

May 8, 2023

**CITY OF NEWBURYPORT AND TOWN OF WEST NEWBURY**

**INTERMUNICIPAL AGREEMENT FOR THE ADMINISTRATION OF SHARED ANIMAL CONTROL SERVICES**

**Article 1. Purpose**

This agreement is entered into, pursuant to Massachusetts General Laws Chapter 40, Section 4A, by and between the City of Newburyport, as authorized by its City Council and approved by its Mayor, and the Town of West Newbury, as authorized by its Select Board.

WHEREAS, the City of Newburyport and the Town of West Newbury are each obligated to provide animal control services to their residents; and

WHEREAS, the City of Newburyport and the Town of West Newbury have determined that their residents can more efficiently and effectively be served with such services through a joint undertaking between the communities; and,

WHEREAS, the City of Newburyport and the Town of West Newbury have determined to join together to establish and administer a program of shared Animal Control Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

**Article 2. Definitions**

Participating Governmental Units: the City of Newburyport and the Town of West Newbury. Animal Control Services: Any and all services as required of an Animal Control Officer under applicable Massachusetts Laws and regulations, including but not limited to MGL Chapter 140, Section 151 et seq. and MGL Chapter 129, Section 15 et seq.

**Article 3. Term**



This Agreement shall take effect on the 1st day of July 2023 and shall remain in effect for two (2) years from the effective date. Either party may terminate the Agreement by providing at least six (6) months' notice prior to the start of a new fiscal year that it does not intend to participate in this Agreement.

#### **Article 4. Lead Party**

The City of Newburyport shall act as the "Lead Party" for the Participating Governmental Units, by employing the necessary officers and providing the necessary equipment, vehicles and kennel to perform said Animal Control Services. Said officers shall be considered employees of the City of Newburyport and be accorded all applicable benefits enjoyed by other Newburyport municipal employees as they are or shall be established. Each such officer must be a Massachusetts certified Animal Control Officer (excepting that new employees may acquire such certification within two years of the commencement of employment). Said certification must be maintained during the term of this Agreement. The office where such officers shall be primarily located will be in Newburyport.

#### **Article 5. Funding Contribution**

- A. The Lead Party shall establish for each fiscal year, subject to appropriation, the annual operating budget for the provision of shared Animal Control services (hereinafter "Budget"). The Budget shall include costs for Animal Control Officer and Assistant ACO Wages, Overtime, Clothing Allowance, Buildings & Grounds, Care of Animals, Dead Animal Removal, Fuel/Oil, Dues/Licenses, Health Insurance, Workers Comp, and FICA, as enumerated in Exhibit A: Shared Animal Control Services, Total Program Costs. The Town of West Newbury shall receive a credit for its provision of the ACO vehicle, including insurance, as provided in Article 8.
- B. The Municipalities shall share the cost of the total Budget in proportion to the percentages set forth in Exhibit A: Shared Animal Control Services, Total Program Costs.
- C. Twice a year during each year of this Agreement, the Lead Party shall prepare and distribute to West Newbury invoices, accompanied by an expense report summarizing the incurred costs of the program for the prior six months. Said invoices will be distributed by the Lead Party no later than January 31<sup>st</sup> for services rendered from July 1 through December 31 and no later than July 31<sup>st</sup> for services rendered from January 1 through June 30.
- D. By February 1<sup>st</sup> of each fiscal year, the designees of the Municipalities shall meet to agree on the proposed Budget for the next fiscal year. The Budget and Fee Structure shall be reviewed and adjusted, if necessary, in accordance with each Municipality's typical annual budget process.
- E. Notwithstanding any other provision in this Agreement to the contrary, the Municipalities agree that, following dissolution or termination of this Agreement, each shall be responsible for continuing their shared respective contribution for the Animal Control Officer's unemployment and/or workers' compensation benefits that may accrue while the Municipality was a party to this Agreement.
- F. Nothing herein shall prevent the parties from mutually agreeing in writing to change the funding contribution during the initial term or any extended term of this agreement, subject to available appropriation.

#### **Article 6 Financial Safeguards**

Under the provisions of M.G.L. Chapter 40, §4A, the City of Newburyport Director of Public Health shall provide to the Town of West Newbury periodic financial statements that shall include: accurate and comprehensive records of the services performed under this agreement; the costs incurred; and the reimbursements and contributions received. Such reports shall be compiled and distributed by the Finance Department with the invoices referenced in Article 5. In addition, all bills and payrolls submitted for work done under this regional agreement shall be plainly marked to indicate that the work was done under the authority of this agreement.

The accounting records of the Newburyport Animal Control Services, working under the direction of the Newburyport Director of Public Health, shall be subject to the City's annual audit process and shall be subject to periodic audit by the Newburyport City Auditor as is current practice.

#### **Article 7 Hours of Services and Service Requirements**

The City of Newburyport shall provide Animal Control Services under this Agreement on an as-needed basis, seven days a week, twenty four hours a day. Animal Control Services shall be provided on an equal basis between the communities.

#### **Article 8 Vehicle Usage**

The Town of West Newbury shall provide a 2021 Ford F150. This vehicle shall be made available for the use of the Animal Control Officers. Collision and liability insurance for the vehicle shall continue to be paid by the Town of West Newbury. The City of Newburyport shall be responsible for the maintenance and upkeep of West Newbury's vehicle. The City shall maintain records of all vehicle maintenance and, within its periodic expense reports provided to the Town of West Newbury per Article 5.C., shall provide a record of maintenance undertaken within the prior reporting period.

#### **Article 9 Fines**

Any fines, exempting boarding fees, collected will be collected on behalf of and returned to the Participating Governmental Unit from within the municipal boundaries of which the animal was taken, or in the case of an animal not taken, returned to the Participating Governmental Unit in which the animal resides or is kept.

#### **Article 10 Indemnification**

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this agreement, and to the extent permitted by Massachusetts General Laws chapter 258 and other applicable law, a Participating Governmental Unit shall indemnify, defend and hold harmless the other participating Government Unit from and against any such claims, demands, suits, causes of actions, costs and expends, including reasonable attorneys' fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the first Participating Governmental Unit, or its agents, servants, or employees, or from or in relation to actions

taken by the Animal Control Officer on behalf of or at the direction of the first Participating Governmental Unit. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of liability or damages which may be extended to them by operation of law. This Agreement is for the benefit of the parties hereto and is not intended to confer third party beneficiary status on any other person or entity.

#### **Article 11 Operation of Animal Shelter Facilities**

The City of Newburyport shall maintain and operate an Animal Shelter Facility under the following terms and conditions.

- I. OPERATIONS:
  - A. The Animal Shelter Facility shall be accessible to the citizens of each Participating Governmental Unit for the retrieval of impounded animals during normal business hours, Monday through Wednesday 8AM to 4PM, Thursday 8 AM to 7 PM, and Friday 8 AM to 12 PM by appointment. Weekend hours will be provided by appointment only. Notice shall be posted conspicuously and in a readily accessible format in the main municipal building of both Participating Governmental Units which states the hours of operation and an emergency telephone number for use by residents to retrieve their pets. Such information shall also be made available on each respective Participating Governmental Unit website. The animal shelter shall be able to accept impounded animals 24 hours a day, 365 days a year.
  - B. Newburyport will provide daily supervision, food, water and humane care to animals boarded at the shelter.
  - C. All Animal Control Officers will log in each time they enter the Animal Shelter Facility. The sign-in sheets will be submitted monthly to the Director of Public Health.
  - D. The Animal Shelter Facility is to be solely used for the impounding of animals and to be used by Animal Control Officers only. There shall be no entry of other persons in the shelter without the consent of the City of Newburyport Director of Public Health.
  - E. Newburyport will be responsible for the Animal Shelter Facility cleaning/sanitizing supplies, maintenance, heat, water, electric and other utility costs incurred in connection with the operation of the Facility.
  - F. Newburyport will be responsible to keep the Animal Shelter Facility and associated kennels maintained, clean, and sanitary on a daily basis. Excreta and food waste shall be removed from primary enclosures daily and from under enclosures as often as necessary to prevent an excessive accumulation of feces and food waste, to prevent soiling of the animals contained in the enclosures, and to reduce disease, hazards, insects, pests, and odors. The condition of the kennels and quality of care is to be of a high caliber and performed to the standards established by the City of Newburyport Director of Public Health.

- G. Boarding facilities shall include a sheltered kennel unit with cages and/or runs that protect the animals from precipitation, and extreme hot (100°F or greater) and cold (45°F or less) conditions. Except in emergency situations, as determined by the Newburyport Animal Control Officer, no more than one adult animal shall be kept per cage.
  - H. Newburyport will be responsible for ensuring that an ill or injured animal is treated promptly by the respective Participating Governmental Unit's contracted licensed veterinarian, depending on the nature and/or seriousness of the illness or injury, and that any prescribed medication is promptly obtained and administered.
- II. FEES:
- A. Owners who reclaim animal(s) shall make payment to the City of Newburyport prior to reclaiming their animal(s) for all boarding fees (\$35.00 per day for each animal) and all other fees related to shelter services provided per day per animal.
  - B. Newburyport shall provide invoices, collect monies and keep records of all required fees received from owners. Invoices provided to owners who are retrieving their animal shall include the date that the animal was delivered to the shelter, the per day shelter rate, the number of days that the animal was sheltered, medical bills as applicable, and total fee due and collected.
  - C. Each Participating Governmental Unit shall be responsible for the direct costs to care for the animals which originate from said community, including but not limited to flea treatments and any veterinary costs. For the purposes of this agreement, "veterinary costs" shall include rabies vaccinations, health evaluation, treatment of minor curable diseases and euthanasia.
  - D. Each Participating Governmental Unit shall pay any additional costs associated with the transport and removal of animals from their community if an animal is not claimed or is injured.
  - E. Newburyport may add a surcharge of up to ten (10) percent (not to exceed \$25.00) to medical bills to cover certain incidental costs relating to transportation of an animal to a veterinarian's office, telephone expenses incurred in connection with medical treatment, and any special care involved. Bills must support all medical charges and receipts bearing the name of the veterinarian or firm from whom they were obtained.
  - F. Fees for animals that are unclaimed by the owner at the end of the maximum seven (7) day holding period shall be paid by the Participating Governmental Unit where the animal originated.



G. All fees and receipts from boarding and all other services related to the shelter shall be submitted monthly to the City of Newburyport Health Department.

III. RECORD KEEPING: Each Participating Governmental Unit's Animal Control Officers shall maintain an impound record on each animal delivered to the Animal Shelter Facility. The impound record will be prepared and filled out by the appropriate Animal Control Officer and delivered to the Facility with the animal.

Upon discharge, one (1) copy of the animal's completed record shall be provided to the person claiming the animal and one (1) copy of each discharged animal's record shall be provided to Newburyport. If the agreement is terminated, all impound records shall be transmitted to the appropriate town.

IV. DISCHARGE:

A. Claimed animals: Each Participating Governmental Unit will require the person claiming the animal to show identification (preferably a driver's license). In the case of a dog, a certificate of license is required of all dogs six (6) months of age or older for release.

In the event of non-licensure of a dog, the owner or person claiming the dog will be required to show proof of licensure prior to release by the Animal Control Officer. The Animal Control Officer will not be responsible for ensuring licensure of the dog.

In addition, the Animal Control Officer will provide the person claiming the animal with a full disclosure of any medical treatment rendered by a veterinarian and/or the Animal Shelter Facility and by whom it was rendered and a complete identification of any prescription or non-prescription medicine(s) administered to the animal while in custody. Finally, the Animal Shelter Facility must obtain the signature and the driver's license number of the person to whom the animal is released on the Impound Record.

B. Unclaimed animals: Unless requested by the Newburyport Director of Public Health or West Newbury Police Chief to retain the animal for a longer period (2 to 4 additional days), animals will be picked up on or immediately following the seventh (7th) day of confinement by the Animal Control Officer. The written notice to extend shelter services from the Newburyport Director of Public Health or West Newbury Police Chief must accompany the reports to the city or town. The shelter may place such animals as are deemed suitable up for adoption in accordance with MGL Chapter 140, section 136A.

## **Article 12 Miscellaneous**

a. This agreement may be amended in writing by vote of both of the Participating Governmental Units. Should additional municipalities seek to join this program of shared Animal Control Services, the terms agreed to herein, including apportionment of expenses, for such additional municipalities shall be negotiated and approved by both of the Participating Governmental Units.

- b. This agreement represents the entire understanding of the parties with respect to its subject matter.
- c. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- d. If any of the provisions of this agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under such provision, provided, however, that the remainder of the Agreement shall be enforced.

TOWN OF WEST NEWBURY

CITY OF NEWBURYPORT

By Town Manager

By Mayor

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Duly authorized by unanimous 3-0 vote

of Select Board on April 24, 2023

**Exhibit A: Shared Animal Control Services, Total Program Costs**

<b><u>Estimated Costs</u></b>		
	<b><u>FY2024</u></b>	<b><u>FY2025</u></b>
Animal Control Officer*	61,300	62,986
Assistant ACO	12,500	12,750
Overtime	3,600	3,600
Clothing Allowance	800	825
Building & Grounds	2,000	2,000
Care of Animals	2,750	2,750
Dead Animal Removal	100	100
Fuel/Oil Vehicle	1,500	1,500
Dues/Licenses	100	100
Health Insurance	7,416	7,713
Workers Comp	578	601
FICA (Medicare) Taxes	889	913
<b>Sub-Total Newburyport Costs</b>	<b><u>93,533</u></b>	<b><u>95,838</u></b>
West Newbury Vehicle	2,181	1,963
<b>Sub-Total West Newbury Costs</b>	<b><u>2,181</u></b>	<b><u>1,963</u></b>
<b>Total Program Cost</b>	<b><u>95,714</u></b>	<b><u>97,801</u></b>
<b><u>65/35 split based on actual costs</u></b>		
	<b><u>FY2024</u></b>	<b><u>FY2025</u></b>
<b><u>West Newbury's Share</u></b>		
Direct Costs	2,181	1,963
Assessment (Estimated**)	31,319	32,268
<b>Total West Newbury</b>	<b>33,500</b>	<b>34,230</b>
<b>% of Total Program Cost</b>	<b>35.0%</b>	<b>35.0%</b>
<b><u>Newburyport's Share</u></b>		
Direct Costs	93,533	95,838
Less: Payment from WNBY	-31,319	-32,268
<b>Total Newburyport</b>	<b>62,214</b>	<b>63,571</b>
<b>% of Total Program Cost</b>	<b>65.0%</b>	<b>65.0%</b>

\*Current employee is Teamsters Grade F, Hire Date 11/12/2019.

\*\*Newburyport will invoice West Newbury for actual costs incurred as of December 31 and June 30 for all expenses indicated above.



**IN CITY COUNCIL**

**ORDERED:**

June 12, 2023

**THAT, The CITY COUNCIL of the City of Newburyport** hereby approves Amendment #2 to the contract entitled “Amendment #2 to the City of Newburyport Contract for Municipal Solid Waste Disposal ” originally dated July 22, 2013 by and between the City of Newburyport and Wheelabrator North Andover, Inc.

Said contract is attached hereto and incorporated herewith and marked ‘Contract: Municipal Solid Waste Disposal City of Newburyport and Wheelabrator North Andover, Inc.’ and dated July 22, 2013.

---

Councillor James J. McCauley

**In City Council June 12, 2023:**

Motion to refer to Community Services by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 11yes. Motion passes.



**AMENDMENT #2 TO THE CITY OF NEWBURYPORT <sup>1</sup>  
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

This Amendment #2 to the City of Newburyport Contract for Municipal Solid Waste Disposal (this “Amendment #2”) is dated as of July 1, 2023 (the “Effective Date”), by and between the City of Newburyport, Massachusetts, a municipal corporation organized and existing under the laws of The Commonwealth of Massachusetts (the “Municipality”), and Wheelabrator North Andover Inc., a Delaware corporation (the “Contractor”). Municipality and Contractor are sometimes referred to herein individually as a “party” and collectively as the “parties.”

**WHEREAS**, the Municipality and the Contractor are parties to that certain Contract for Municipal Solid Waste Disposal dated as of July 18, 2013, as amended by that certain Amendment #1 to City of Newburyport Contract for Municipal Solid Waste Disposal dated as of June 29, 2018 (collectively, the “Contract”); and

**WHEREAS**, the parties now wish to amend the Contract on the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Contract. The Recitals above are incorporated into this Amendment #2.

2. Amendments.

a. The Cover Page and Preamble of the Contract shall be amended by replacing the words “July 1, 2013 through June 30, 2023” and replaced with “July 1, 2013 through June 30, 2028”; and further, the Preamble of the Contract is amended by replacing the words “June 30, 2023” appearing the last sentence thereof with the words “June 30, 2028.”

b.

Section 2 of the Contract is hereby deleted in its entirety and replaced with the following:

“The Contract shall commence work on July 1, 2013 and the Work shall continue through June 30, 2028.

The Municipality and the Contractor may by mutual consent renew the Contract for two (2) additional one (1) year terms. The renewal option shall be exercised by mutual written consent, in subject to applicable law, within ninety (90) days of the expiration date of this Contract. All terms and conditions contained in this Contract, including those set forth on Appendix A, shall continue in full force and effect during any renewal period.”

c. The second paragraph of Section 15.A. of the Contract is hereby deleted in its entirety and replaced with the following:

“The tipping fee shall be paid within thirty (30) days of the Municipality’s receipt of a proper monthly invoice and accompanying materials, as described below that includes the total tons

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<sup>1</sup> 6/6/2023

of material delivered for the monthly period, fee per ton, and total monthly fee (tons X fee = total fee). The invoice shall also include the daily tonnage report of Acceptable Solid Waste delivered and accepted by the Contractor for the monthly period invoiced.”

d. Appendix A to the Contract is hereby deleted in its entirety and replaced by Appendix A attached hereto.

3. Limited Effect. This Amendment #2 is limited in effect and, except as specifically set forth above, shall apply only as expressly set forth in this Amendment #2 and shall not constitute a consent, waiver, modification, approval or amendment of any other provision of the Contract. Except as modified and amended by this Amendment #2, the terms and conditions of the Contract remain in full force and effect and are hereby ratified and affirmed.
4. Severability. In case any one or more of the provisions contained in this Amendment #2 should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired hereby. The parties shall enter into good faith negotiation to replace the invalid, illegal or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
5. Headings. The headings used herein have been inserted in this Amendment #2 as a matter of convenience for reference only and are not a part of this Amendment #2 and shall not be used in the interpretation of any provision of this Amendment #2.
6. Governing Law. This Amendment #2 and the rights and duties of the parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of The Commonwealth of Massachusetts, and the parties hereby agree that any unresolved dispute arising under this Amendment #2 shall be only submitted in a court of competent jurisdiction located in The Commonwealth of Massachusetts.
6. Binding Effect; Counterparts. This Amendment #2 may be executed in one or more duplicate counterparts and by facsimile or other electronic transmission, each of which shall constitute an original but all of which shall become effective as provided above. Delivery of any executed signature page to this Amendment #2 by email transmission shall be as effective as delivery of a manually signed counterpart of this Amendment #2.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have caused this Amendment #2 to be executed by their duly authorized officers as of the Effective Date.

**WHEELABRATOR NORTH ANDOVER INC.**

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

**CITY OF NEWBURYPORT**

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

## **Appendix A**

### **Contract Fees**

The Municipality agrees to pay the Contractor \$90.00 per ton (“short ton” of 2000 pounds) of Acceptable Solid Waste delivered to the Facility during the period beginning on July 1, 2023 and ending on June 30, 2024 (the “Tip Fee”) Once per year, beginning on the first anniversary of the Effective Date, the Tip Fee, not including the per-ton environmental fee of \$1.25 per ton, shall be increased by 5% (five percent). In addition, thereto, customer shall also pay a per-ton environmental fee of \$1.25 per ton, which shall escalate by \$0.50 per ton on each anniversary of the Effective Date but which is not added to the tip fee increase per year. See chart below for clarification. In addition, thereto, customer shall also pay a per ton fuel fee based on the U.S. Energy Information Administration’s (EIA) Weekly Retail Diesel Prices Index, which you can view at [www.eia.gov/petroleum/gasdiesel](http://www.eia.gov/petroleum/gasdiesel). This rate will be adjusted monthly using the index as posted on the third Tuesday of each month.



	FY23	FY24	Increase	FY25	Increase	FY26	Increase	FY27	Increase	FY28	Increase
Per ton fee	\$75.75	\$90.00		\$90.00		\$94.50		\$99.23		\$104.19	
5% CPI yrly				\$4.50		\$4.73		\$4.96		\$5.21	
Tip fee		<b>\$90.00</b>		<b>\$94.50</b>		<b>\$99.23</b>		<b>\$104.19</b>		<b>\$109.40</b>	
Environ fee: \$1.25 of tip + \$0.50 per year escalation		\$1.25		\$1.75		\$2.25		\$2.75		\$3.25	
Fuel fee per ton based on EIA adjusted monthly		\$2.42 as of June 2023									
<b>Total Tip fee w/out Fuel fee</b>	75.75	<b>\$91.25</b>	20%	<b>\$96.25</b>	5.48%	<b>\$101.48</b>	5.43%	<b>\$106.94</b>	5.38%	<b>\$112.65</b>	5.34%

## MEMORANDUM

**To:** City Council President Heather Shand and Members  
**From:** Mayor Sean Reardon  
Energy and Sustainability Manager Molly Ettenborough  
**Date:** June 6, 2023  
**Re:** Solid Waste Disposal Contract July 2023

Below please find background information for the requested approval of a five (5) year contract for The City of Newburyport and Wheelabrator North Andover, the city's current solid waste disposal site.

### Waste Disposal Background

In our region, there are two waste combustors that accept municipal solid waste, Covanta Haverhill and Wheelabrator North Andover. Newburyport has been bringing its solid waste to the Wheelabrator North Andover combustion facility since 2013. We originally signed a five-year contract which was then extended for five years. We are requesting a second amendment to our contract, which would extend the contract another five years.

Since last year, we have been working with the Massachusetts Department of Environmental Protection (DEP) and a solid waste contracting group consisting of two DEP regional groups: Northeast District 1 and 2 (cumulative total of 75 cities and towns). All members of this group have reported on the same trends, which are price increases and a reduction in capacity and increases in wait times at both facilities.

Across the board we are seeing all new disposal pricing coming in well over \$90/ton and in some cases over \$100/ton. One company has been quoting solid waste disposal trucking/rail out of the region at prices well over \$120/ton. Capacity in the region is strained and we are fortunate to have had a long-term relationship with Wheelabrator to continue as our disposal site. Please also note that solid waste disposal, collection and transport are exempt from 30B procurement laws.

### Selection

Wheelabrator North Andover manages 1500 tons per day on site and landfills the residual ash locally. As reviewed with the Newburyport City Council several years ago, solid waste disposal capacity in Massachusetts and throughout the Northeast is and has continued to shrink as more landfills close. We believe continuing with Wheelabrator is the best choice at this time, as their rates are competitive compared with the other options in our region and their price escalation is consistent with the market.

### Long-Term waste reduction

This tightening of disposal capacity has weakened the resiliency of Massachusetts waste disposal infrastructure and facility outages that were routine in the past are causing frequent operational problems. In response, MassDEP recently issued its final **2030 Solid Waste Master Plan**, which established goals for reducing disposal statewide by 30 percent (from 5.7 million tons in 2018 to 4 million tons in 2030) over the next decade. It set a long-term goal of achieving a 90 percent reduction in disposal to 570,000 tons by 2050.

This contract is our first step towards securing solid waste disposal. We are also working on trash collection, recycling processing and collection and hauling RFPs with a start date of July 1, 2024.

**Contract:**  
**Municipal Solid Waste Disposal**  
**City of Newburyport**  
**and**  
**Wheelabrator North Andover, Inc.**  
July 1, 2013 through June 30, 2018

7/18/2013  
City of Newburyport  
Health Department

**CITY OF NEWBURYPORT  
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

**July 2013 through June 30, 2018  
Contract for Municipal Solid Waste Disposal  
City of Newburyport and Wheelabrator North Andover, Inc.**

This Contract for Disposal of Municipal Solid Waste hereinafter referred to as "THE CONTRACT" is made and entered into as of the first day of July 2013 by and between the City of Newburyport, Massachusetts, a political subdivision of the Commonwealth of Massachusetts hereinafter referred to as "THE MUNICIPALITY" with address as follows: City of Newburyport, 60 Pleasant Street, Newburyport, Massachusetts 01950 acting through its Mayor, as applicable, and its contractor, Wheelabrator North Andover, Inc., hereinafter referred to as "THE CONTRACTOR" with a waste-to-energy facility located at 285 Holt Road, North Andover, Massachusetts 01845 (the "Facility") agree to the terms of this contract with an expiration date of June 30, 2018 and the costs of the contract in accordance with Appendix A attached.

**1. Definitions**

Whenever the following terms, or pronouns in place of them, are used in this Contract, the intent and meaning shall be interpreted as follows:

**ACCEPTABLE SOLID WASTE or ACCEPTABLE WASTE:** means all household garbage, trash, rubbish, refuse, normally or which may be hereinafter collected and disposed of by or on behalf of Municipality, but excluding, without limitation (i) Hazardous Waste (as defined below), explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, nonburnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (ii) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (iii) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (iv) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (v) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; and (vi) all other items of waste which Contractor reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. In addition, the parties recognize that some substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, may be determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, or harmful, and at the time of such determination, such substances shall cease to be Acceptable Waste.



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- ALTERATION:** Change in the form or character of any work performed or to be performed or any change in the terms of the contract.
- CONTRACT:** The written agreement executed between the Municipality and the Contractor setting forth the obligations of the parties hereunder, including, but not limited to, the performance of the work, the furnishing of all labor, vehicles, equipment and materials, and the basis of payment.
- The Contract includes this signed contract, Wage Rates, Performance Bonds, General and Detailed plans, any Extra Work orders and agreements, the Invitation for Information and Contractor's response thereto, the pertinent Municipal Policies that are required to complete the work in an acceptable manner, if any, including authorized extensions thereof, all of which constitute one instrument. All of the documents listed above shall be incorporated herein by reference and made a part hereof. In the event that the Invitation for Information or the Contractor's response to the Invitation for Information conflicts with the language, terms and conditions of this signed contract, then the terms of this signed contract shall control and supersede all other documents.
- CONTRACTOR:** The company designated under this agreement to perform the work in accordance herewith, referred to herein as "Contractor," "he," "him," or "it."
- DEPARTMENT:** The Newburyport Health Department- Sustainability Office.
- DIRECTOR:** The Recycling and Energy Coordinator and/or Health Agent, acting directly or through an authorized representative, provided such representative is acting within the scope of his or her delegated authority
- HAZARDOUS WASTE OR HAZARDOUS MATERIAL:** (i) any waste identified as a hazardous waste in 40 CFR Part 261 or in any applicable state or local hazardous waste regulatory program; (ii) any waste that is mixed with a listed Hazardous Waste as regulated in 40 CFR Part 261.3(a)(2)(iv) or any applicable state or local hazardous waste regulatory program; (iii) any waste containing polychlorinated biphenyls in concentrations that are subject to regulation under the federal Toxic Substances Control Act; (iv) any waste containing radioactivity at levels that are subject to regulation under federal, state, or local law; or (v) any other waste that is regulated as a hazardous waste by any applicable federal, state, or local statutory or common laws, regulations, rules, or ordinances.
- MAYORS OFFICE:** The Office of the Mayor for City of Newburyport.
- MUNICIPALITY:** The City of Newburyport, Massachusetts, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts.
- OWNER:** The City of Newburyport, Massachusetts as applicable.
- RECYCLABLE MATERIALS:** Municipal recycling material as may be defined by the Massachusetts Department of Environmental Protection, and shall mean newspaper, mixed paper, junk mail, cardboard, green, brown, and clear glass containers; bottles and jars, number one through seven (#1-7) plastic containers, aluminum and steel cans, and metal food containers.

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**SURETY:**

The Company issuing the bonds required of the Contractor under the terms of this Contract.

**TON:**

A short ton of two thousand (2,000) pounds.

**UNACCEPTABLE SOLID WASTE or UNACCEPTABLE WASTE:** Waste banned by Massachusetts Department of Environmental Protection. Any waste other than Acceptable Waste.

**UNCONTROLLABLE CIRCUMSTANCES:** Any act or event, other than an increase in the cost of Contractor's performance of its obligations under this Contract or a change in Contractor's financial condition, that has or will have a material adverse effect on the Contractor's rights or obligations under this Agreement, but only to the extent such act or event is (1) beyond the reasonable control of Contractor; and (2) not the result of any fault, negligence or misconduct of the Contractor. Such acts or events may include, but shall not be limited to, the following:

- (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood, or civil disturbance, strike, lockout, work slowdown, or similar industrial or labor action or any other similar occurrence;
- (ii) the order and/or judgment of any federal, state, local or foreign court, administrative agency or governmental officer or body after the date hereof;
- (iii) suspension, termination, interruption or failure of renewal, through no fault of Contractor, of any permits, license, consent, authorization or approval essential to the operation, ownership and possession of the Facility;
- (iv) adoption, promulgation, modification of or change in interpretation after the date hereof of any federal, state, local or foreign rule or law, regulation or ordinance, by the relevant federal, state, local or foreign authority, to the extent that the effect of such change cannot be reasonably accommodated and such change results in a material adverse effect on the rights or obligations of the Contractor;
- (v) the failure, through no fault of Contractor, of the community in which the Facility is situated or the appropriate federal or state agencies or public or private utilities having operational jurisdiction over the Facility to provide reasonably adequate utilities, sewerage and water lines to the Facility required for the operation of the Facility, provided they are essential to the operation of the Facility. Contractor represents that it has taken reasonable steps to inform itself regarding the existing utilities, sewerage and water lines serving or that will serve the Facility and that, as of the date of this Contract, to the knowledge of Contractor, the existing utilities, sewerage and water lines are adequate for the performance of the work under this Contract.

**WORK:**

The Work shall mean the services to be performed by the Contractor under the Contract, including, but not limited to, the furnishing of all materials, labor, tools, vehicles, equipment and incidentals, and everything else required of the Contractor under, and reasonably inferable from, the terms of this Contract, provided that the words "as permitted," "as required," "as approved" or words of like effect shall mean that the direction, permission, approval or requirement of the Director is intended, unless otherwise provided herein. The words "necessary," "suitable," "equal" or like words shall mean necessary, suitable or equal in the reasonable opinion of the Municipality.

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**2. Term of Contract**

The Contract shall commence work on July 1, 2013 and the Work shall continue through June 30, 2018.

The Municipality and the Contractor may by mutual consent, renew the Contract for two (2) additional one (1) year terms. The renewal option shall be exercised by mutual consent, in writing within ninety (90) days of the expiration date of this Contract.

**3. Services to be provided**

**A. Solid Waste Disposal**

This contract and the pricing hereunder, are not based upon and do not require an annual guaranteed tonnage from the Municipality. Wheelabrator North Andover, Inc. and its parent company Waste Management Company shall not impose a charge, fee, or penalty upon the Municipality due to any reduction of solid waste tonnage received from the Municipality for the life of this contract.

To the extent that a beneficial reuse of specific waste stream items is or becomes available, the Municipality may divert such items for such beneficial reuse, including collection thereof by an alternate contractor, notwithstanding any provision of this Contract to the contrary.

The Contractor shall provide to the Municipality all labor, services, equipment, vehicles and material required for five-days-per-week (Monday through Friday) receipt of Acceptable Solid Waste, as defined herein, and generated within the Municipality. In the event there is a weekday holiday, the drop-off schedule will be advanced one day (e.g. Monday pick-up will be on Tuesday, Friday pickup will be on Saturday). No drop-offs will be made on the following legal holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Municipality reserves the right to add holidays at its discretion. In this case holiday schedule pickup will be implemented.

The Contractor understands and agrees that the Accepted Solid Waste received pursuant to this Contract shall be disposed of in compliance with all applicable laws, rules, regulations and permit requirements.

**B. Transportation/Drop Off**

All Acceptable Solid Waste collected for the Municipality, the disposal of which is controlled by the Municipality, shall be transported to the Contractor, at the Facility, by a vendor chosen by and contracted with the Municipality (hereinafter referred to as the "Collection and Transportation Vendor" or "Vendor"). Deliveries shall be made between the hours of 7:00AM and 5:00PM Monday through Friday, and in the event of a weekday holiday, 6:00AM to 5:00PM on Saturday.

The Municipality, through its agreement with its Collection and Transportation Vendor, shall require that such vendor deliver Acceptable Waste in a clean, orderly and safe manner, including, without limitation, in a manner such that the Acceptable Waste will not be spilled (other than on the tipping floor) or blown on the site of the Facility. If, through no fault of Contractor, Acceptable Waste is so spilled or blown because the Collection and Transportation Vendor failed to take reasonable steps to prevent such spillage and blowing, the Municipality shall, upon written request of Contractor together with evidence of negligence of the Collection and Transportation Vendor, direct its Collection and Transportation Vendor to collect and remove such spilled or blown Acceptable Waste, and if the Vendor fails to do so, the Municipality shall direct the Collection and Transportation Vendor to reimburse Contractor for reasonable and necessary costs of such clean-up incurred

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and paid by Contractor. The vehicles shall have the capability of dumping directly into a waste pit, and bear the name and contact information of the Vendor and other markings so deemed appropriate by the Municipality.

Contractor shall have the right upon reasonable advance written notice to the Municipality to designate certain highway routes within the vicinity of the Facility to be used by the Municipality to deliver Acceptable Waste to the Facility if and to the extent such designation is required of Contractor by the City of Andover, the location of the Facility. The Municipality shall use only those designated routes to the Facility.

Contractor shall have the right without any liability to the Municipality to refuse, provided such refusal is reasonable, deliveries of:

- (i) Unacceptable Solid Waste;
- (ii) any waste delivered by or on behalf of the Municipality not at least substantially in conformity with the terms of this Agreement; or
- (iii) any other Acceptable Waste which Contractor is unable to accept as the result of an Uncontrollable Circumstance.

Upon written request from Contractor, the Municipality shall remove, at its sole cost, any Unacceptable Solid Waste delivered by Municipality to the Facility and, if Municipality fails to do so within a reasonable period of time, the Municipality shall, upon additional written notice from Contractor, reimburse Contractor for the reasonable and necessary costs incurred and paid by Contractor in removing and disposing (and, if necessary, storing) of such Unacceptable Solid Waste. The Municipality shall not be obligated to pay a Tipping Fee for the Unacceptable Solid Waste.

The Contractor shall receive and accept title to all solid waste and recyclable material upon its acceptance at the Facility.

### **C. Proper Equipment**

All equipment used to deliver Acceptable Waste to the Facility shall be maintained in efficient and safe and good condition.

If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Contractor shall immediately notify the Collection and Transportation Vendor **and** the Municipality. The Municipality shall direct the Vendor to correct the unsafe condition, including the removal and replacement of any unsafe equipment or operators, and to replace any unsafe equipment or operator with equipment or an operator capable of performing the scope safely and properly to the reasonable satisfaction of the Contractor and the Municipality.

### **D. Weather Conditions**

Contractor represents that it is familiar with all weather conditions prevailing in this area and will provide proper equipment and sufficient labor to perform Work under the Contract.

### **E. Licenses and Permits**

The Contractor shall obtain and assume all cost for all Local, State and/or Federal licenses and permits that are or may become necessary for receipt and disposal of Acceptable Solid Waste at the Facility as required under this Contract.



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The Contractor and Municipality shall, and the Municipality shall request its Collection and Transportation Vendor to comply with all federal, state and local laws, regulations, rules, ordinances applicable to it in the performance of its obligations under this Agreement.

The Municipality has, and will renew or maintain in full force and effect, all permits, licenses or permissions or registrations with, or the consent of, governmental authorities necessary in the performance of its obligations under this Agreement, except if and where Contractor is, by this Agreement, required to obtain, renew and/or maintain any such permits, licenses, permissions or registrations.

**F. Compliance with Regulations**

At all times the Facility shall be operated in compliance with all applicable Federal and State and local laws, rules and regulations, and codes. The Contractor is responsible for compliance with any and all regulations regarding the proper disposal of Acceptable Waste at the Facility.

The delivery of Acceptable Waste to the Facility by or on behalf of the Municipality shall be conducted in compliance with all applicable Federal and State and local laws, rules and regulations, and regulations.

**G. Mercury Program**

The Municipality shall participate in the Contractor's Mercury Removal Program, as described in Appendix B, at no additional cost to the Municipality. The cost of the Contract is inclusive of this program and the Municipality shall have the option each year to participate in any or all of the activities described in the Mercury Removal Program.

**4. Municipality's Contracts With Other Firms**

Contractor understands and acknowledges that Municipality is, or will be, under contract with other firms regarding the collection and disposal of solid waste. Contractor agrees that it shall take all reasonable steps to cooperate, and harmonize its work, with such other firms for the safe and efficient collection, transportation and disposal of Municipality's waste. Contractor understands and acknowledges that its failure to comply with the provisions of this Section 3 and the other terms of this Contract may result in claims for damages being asserted by such other firms against Municipality. Contractor agrees to indemnify Municipality for any and all such claims, including any attorneys' fees incurred by Municipality in connection therewith, arising out of Contractor's failure to comply with this Section 3 and the other terms of this Contract.

**5. Contractor's General Obligations**

**A. Performance of Work**

The Contractor shall perform all Work and furnish all labor, materials, vehicles, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract. Said work shall be performed within the time herein specified, in accordance with the provisions of this Contract and specifications and in accordance with the directions of the Municipality as given from time to time during the progress of the Work.

**B. Personnel and Performance**

The Contractor shall furnish personnel for all services rendered under this Contract, including supervisory, clerical, and working personnel. Contractor shall furnish such number of qualified personnel as may at any

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time be necessary to accomplish the Work in accordance with the terms of this Contract. All such personnel must be qualified to perform and capable of performing their assigned work. The Contractor shall provide the Municipality with the name and direct contact information, including email address and direct company phone number, of a designated Supervisor. In the event of a change, the Contractor shall notify the Municipality immediately in writing.

All employees (excluding administrative staff) must be OSHA certified.

**C. Performance of Contractor**

The Contractor shall give personal attention constantly to the faithful prosecution of the Work, shall keep the same under direct control, and shall neither legally nor equitably assign any of its rights or obligations under this Contract, including, but not limited to, its right or claims to any monies payable under this Contract, without the advance written consent of the Municipality, which shall not be unreasonably withheld.

The Contractor shall be responsible for the acts and omissions of subcontractors, and of any and all persons directly or indirectly employed by Contractor in connection with the Work.

The Contractor shall not assign by power of attorney or otherwise, or subcontract out the Work encompassed by this Contract.

**D. Equal Opportunity Employment Requirements**

The Contractor shall not discriminate against any of its employee or an applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age, or national origin.

The Contractor shall take steps to ensure that its employees are treated fairly during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following activities: *EMPLOYMENT, PROMOTING, DEMOTING, or TRANSFERAL, RECRUITMENT or RECRUITMENT ADVERTISING, LAYOFF or TERMINATION, RATES of PAY or OTHER FORMS of COMPENSATION, SELECTION for TRAINING, INCLUDING APPRENTICESHIP.*

The Contractor shall be prepared to sign an Affirmative Action Affidavit at the time of contract execution. The Contractor will comply with all requirements under applicable laws with respect to Minority/Women Business Enterprise programs.

The Contractor shall at all times observe and comply with all Federal, State and Local laws, by-laws, ordinances, and regulations in any matter which affects the conduct of the work or applies to its employees under contract. Similarly, the Contractor shall comply with all orders or decrees which have been promulgated or enacted by any other legal body or tribunal having the authority or jurisdiction over the work, materials, its employees, or the contract.

**6. Compliance with Terms of the Contract**

The Contractor shall observe, comply with, and be subject to all terms, conditions; requirements and limitations of the Contract and specifications set forth therein, and shall do, carry on, and complete the entire Work to the reasonable satisfaction of the Municipality.

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**7. Acknowledgement of Acts for Agents, Employees and Subcontractors**

The Contractor acknowledges and agrees that he is an Independent Contractor, and that he is and shall be responsible for all his acts and omissions and all the acts and omissions of his agents, employees and subcontractors hereunder.

**8. Knowledge of Laws/Notice of Inconsistencies to the Municipality**

The Contractor shall keep himself fully informed of all Federal, State, and Local laws, ordinances, regulations and policies affecting in any manner those engaged or employed in the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and conform to and abide by the same. If any discrepancy or inconsistency is discovered by the Contractor between the Contract for this Work and any such law, ordinance, regulation, policy, order or decree, he shall forthwith report the same to the Municipality in writing. The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, policies, orders and decrees, and Contractor assumes the risk for changes in laws, regulations and policies that affect the Work or costs of fulfilling this contract. The Contractor shall defend and indemnify the Municipality and their officers, agents and employees for, from and against any damages, expenses, including attorneys' fees, claim or liability arising from or based on the violation of any such law, ordinance, regulation, policy, order or decree, whether by himself or his agents, employees or subcontractors.

**9. Proper Licenses and Permits**

The Contractor shall secure, at its own expense, all necessary permits and licenses and comply with all local, State, and Federal codes and regulations necessary for the receipt and disposal of Acceptable Waste at the Facility. The Contractor must provide and pay for all vehicles, materials, equipment, labor, tools, temporary construction of every nature, changes, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever for his performance of the Contract within the specified time, and required for the receipt and disposal of Acceptable Waste at the Facility.

**10. Work to be Prosecuted**

The Contractor agrees that it shall prosecute the Work regularly, diligently, and without interruption.

**11. Reports, Records and Data**

**A. Solid Waste Reporting**

The Contractor shall utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Solid Waste to the Facility in accordance with applicable laws. Each vehicle delivering Acceptable Solid Waste shall be weighed at the Contractor's facility, and the gross weight, tare weight, date and time of delivery and truck identification shall be indicated on a weight record. The Contractor shall provide the Municipality with a monthly written report of the daily tonnage delivered and disposed under this Contract.

The Contractor shall keep detailed daily records of solid waste accepted, and the Municipality shall have the right to inspect the same at all reasonable times. The records shall show the type (regular solid waste, bulky items, yard waste, etc.) and weight of materials accepted under this Contract, and all other information customarily recorded for work of the kind required by this Contract.

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Notwithstanding anything to the contrary in this Contract, if and to the extent the Contractor is eligible, by the terms of this Contract, for reimbursement or payment from the Municipality of any costs, expenses or fees, the Contractor shall first substantiate, to the City's reasonable satisfaction, and through original invoices and other data, any and all such costs, expenses and fees as a condition precedent to reimbursement or payment.

**12. Protection of Health and Safety**

Contractor shall comply with all Federal, State and Local laws and regulations, including without limitation the United States Department of Labor Occupational Safety and Health Act and all amendments thereto, applicable to the operation of the Facility and the Work, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment on the Work under this Contract. The Contractor alone shall be responsible for any damages, losses and expenses that may result from its failure to properly construct, maintain and/or operate the Facility.

**13. Insurance**

**A. Contractor Insurance Requirements:**

During the term of this Agreement, Contractor shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "A-" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>		
Workers' Compensation Insurance	Statutory		
Employers' Liability Insurance	Per Occurrence	\$1,000,000	
Commercial General Liability Insurance, including contractual and products/completed operations	Per Occurrence	\$1,000,000	
	General Aggregate	\$2,000,000	
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage			For bodily injury and property damage
	Per Occurrence	\$1,000,000	
Excess Umbrella	Per Occurrence	\$4,000,000	
Pollution Liability Aggregate	Per Occurrence	\$1,000,000	General
		\$2,000,000	

The commercial general liability and excess umbrella insurance policies maintained by the Contractor shall be specifically endorsed to provide coverage for any contractual liability accepted by the Contractor in this Agreement. In addition, the commercial general liability and excess umbrella policies shall be endorsed with, and the certificates of insurance required hereunder shall contain, language clearly identifying the Municipality as a certificate holder under, **and as an additional insured, on those policies.**

Upon execution of this Agreement and prior to commencement of the services contemplated herein, the Contractor shall furnish the Municipality with certificates of insurance indicating that the insurance required by this Agreement has been procured. The certificates of insurance provided by the Contractor and Municipality shall also contain the following express obligation:



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“In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days’ prior written notice will be given the certificate holder.”

**B. Municipality’s Collection and Transportation Vendor Insurance Requirements**

Municipality agrees that it shall require its Collection and Transportation Vendor to maintain the following minimum insurance with insurance companies rated “B+” or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>	
Workers' Compensation Insurance	Statutory	
Employers' Liability Insurance	Per Occurrence	\$1,000,000
Commercial General Liability Insurance, including contractual and products/completed operations	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage Per Occurrence	\$1,000,000
Excess Umbrella	Per Occurrence	\$2,000,000

Municipality shall also require that its Collection and Transportation Vendor’s commercial general liability and excess umbrella policies be endorsed with, and the certificates of insurance required hereunder contain, language identifying Wheelabrator North Andover, Inc., as a certificate holder under, and as an additional insured on, those policies. Municipality shall deliver to Contractor, or require that its Collection and Transportation Vendor deliver to Contractor, copies of such endorsement to Contractor prior to the delivery of Acceptable Solid Waste to the Facility by such Collection and Transportation Vendor.

Municipality shall also require that its Collection and Transportation Vendor furnish certificates of insurance indicating that the insurance required by this paragraph 7B has been procured by the Vendor, and that the certificates of insurance contain the following express obligation:

“In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days’ prior written notice will be given the certificate holder.”

**14. Uncontrollable Circumstances**

Contractor is excused for failure or delay in performance of any Work required herein if such failure or delay is the direct result of an Uncontrollable Circumstance. This provision shall not, however, relieve Contractor from using all reasonable efforts to overcome or remove such Uncontrollable Circumstance. Contractor shall give prompt written notice of such failure or delay to the Municipality. Contractor shall attempt to remedy with all reasonable dispatch the cause or causes constituting the Uncontrollable Circumstance; however, the settlement of strikes, lockouts and other industrial disturbances or of any legal actions or administrative proceedings shall be entirely in the reasonable discretion of Contractor, and it shall not be required to make settlement of strikes, lockouts, and other industrial disturbances or legal actions or administrative proceedings when such settlement is unfavorable, in the reasonable judgment of Contractor.

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**15. Payment; Acceptance of Final Payment Constitutes Release of Municipality;  
Subject to Appropriation**

**A. Payment**

The Municipality agrees to pay and the Contractor agrees to accept a tipping fee, set and adjusted annually as indicated in Appendix A, for each Ton of Acceptable Solid Waste delivered to and accepted by the Contractor, as full compensation for performing and completing the Work contemplated by this Contract.

The tipping fee shall be paid within 30 (thirty) days of the Municipality's receipt of a proper monthly invoice and accompanying materials, as described below, that includes the total tons of material delivered for the month, fee per ton, and total monthly fee (tons X fee = total fee). The invoice shall also include the daily tonnage report of Acceptable Solid Waste delivered and accepted by the Contractor for the month invoiced.

The tipping fee includes any and all Federal Social Security and Manufacture, Excise, State Unemployment, Sales, Use and Income Taxes imposed in connection with all of the labor performed and services, materials and equipment furnished under this Contract.

In the event that funds are not appropriated or otherwise made available by the Municipality to support the continued performance of this Contract after the first year of this agreement, the Municipality shall terminate this Contract without further liability to Contractor for future payments hereunder. Contractor shall be entitled to payment for services rendered hereunder prior to the end of the agreement year for which funds were appropriated and available.

The Municipality shall make payments to the Contractor only.

**B. Withholding Payment**

The Municipality may keep any monies which would otherwise be payable at any time hereunder and apply the same, or as much as may be deemed by the Municipality as reasonably necessary, to pay any costs, expenses, including attorneys' fees, losses or damages incurred and sustained by the Municipality, its officers, agents, employees or servants, and resulting from Contractor's acts and omissions or willful misconduct, or any material breach of this Contract. Any monies kept hereunder shall be deemed not due and payable to the Contractor until final disposition of any such costs, expenses, losses or damages, and not then if such disposition consumes all such monies, or if there exists any other lawful reason for continued withholding of any such monies.

**C. Faithful Payment**

So long as the Contractor shall faithfully do everything required of him by this Contract, the Municipality shall pay the Contractor each month, the tipping fee due for each ton of material delivered to and accepted by the Contractor as stated herein, after deducting from the total amount thereof the amount of any claims, expenses, or losses that the Municipality may deem proper to retain as provided aforesaid.

**D. Final Payment**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Municipality of all claims and all liability to the Contractor for all things done or furnished in connection with the work and for every act and neglect of the Municipality and others relating to or arising out of this Work.

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**E. Final Estimate**

A Final Estimate shall be provided by the Contractor to the Municipality. Such Final Estimate shall be certified by the Contractor to the effect that all just and lawful bills against the Contractor for labor, materials, and expendable equipment covered by the estimate have been paid in full, and that the amount stated as due the Contractor for payment is full compensation for all work done under the terms of the Contract, including orders for Extra Work, and all damages, losses and expenses incurred by the Contractor in doing the Work, and that the Contractor waives all rights to claim or receive any further compensation in addition to that provided in the Final Estimate.

**16. Additional Equipment**

If the Contractor fails to supply sufficient equipment and manpower to dispose solid waste each day, then Contractor is required to provide additional equipment to perform the required Work at its own expense.

**17. Failure to Perform Work**

If, other than as a result of Uncontrollable Circumstances, the Contractor fails or refuses to accept delivery of Acceptable Solid Waste, per the terms of this Contract, the Municipality may, without prior notice to Contractor, invoke any remedy available to it under this Contract and at law to address that failure, including, but not limited to, engaging another contractor to perform the obligations of the Contractor, or disposing of materials by any means, and all reasonable costs and expenses incurred thereby will be deducted from amounts payable to the Contractor:

If the Contractor refuses to accept any Acceptable Solid Waste in violation of the terms and conditions of this Contract, then the Municipality may elect to engage another contractor to perform the required work. Costs incurred by Municipality in engaging another contractor shall be deducted from the monthly amount of monies due the Contractor.

**18. Default.**

In the event that, other than if the result of an Uncontrollable Circumstance, the Contractor does not perform the Work and maintain all operations in accordance with all applicable laws and regulations; and such failure continues for twenty-four hours or more, the Municipality may, after notice to Contractor, engage another contractor, or elect to conduct disposal of waste by any means, and the cost of such contractor or disposal will be deducted from amounts otherwise payable to Contractor, in addition to any other right or remedy available to the Municipality under this Contract and at law.

**A. Default; Municipality's Right to Terminate; Damages**

- 1) The following shall constitute events of default by the Municipality:
  - a. the failure of the Municipality, after receipt of written notice from Contractor that payment has not been made, to make any payment required to be made to Contractor under this

Agreement within thirty (30) days after receipt of written notice from Contractor that such amount is due;

**CITY OF NEWBURYPORT  
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

- b. the failure of the Municipality, after receipt of written notice of default from Contractor, to perform any of its other obligations under this Agreement, and which failure is not cured within sixty (60) days, or, if a cure is not reasonably possible within such 60-day period, the failure of the Municipality, after receipt of such written notice, to commence and diligently pursue a cure to completion; or
  - c. in the event the Municipality shall make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, be adjudicated a bankrupt or insolvent, file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, file any answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, liquidator or receiver of it or of all or any substantial part of the properties of it.
- 2) The following shall constitute events of default by Contractor:
- a. the failure of Contractor, after receipt of written notice of default from Municipality, to perform any of its material obligations under this Agreement, and which failure is not cured within sixty (60) days, or, if a cure is not reasonably possible within such 60-day period, the failure of Contractor, after receipt of such written notice, to commence and diligently pursue a cure to completion or
  - b. in the event Contractor shall make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, be adjudicated a bankrupt or insolvent, file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, file any answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, liquidator or receiver of it or of all or any substantial part of the properties of it.
- 3) Upon the occurrence of an event of default, the party not in default may terminate this Agreement by written notice to the defaulting party.
- 4) Any obligation to pay any fixed sum of money that may have accrued and be due and payable hereunder, and the obligations of the Municipality contained in Section 8 hereof, and any indemnification obligations of the Contractor contained in this Contract, shall survive the termination or expiration of this Agreement.

Notwithstanding anything to the contrary herein, in the event this Contract is terminated by the Municipality, the Municipality may, in addition to any other rights and remedies available to it under this Contract and at law, perform and complete the Work by any means necessary, and charge all costs and expenses of doing so to the Contractor, including, but not limited to, costs for labor and equipment, and reasonable attorneys' fees.

**19. Retainage for Claims**

The Municipality may, after the final completion of the Work, retain out of the moneys due to the Contractor under this Contract such sum of money as may, in the reasonable judgment of the Municipality, be required to cover the payment of claims arising from, and payable by the Contractor under, the provisions of the Contract



**CITY OF NEWBURYPORT  
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

but remaining unsatisfied. Contractor shall be entitled to a reasonably detailed statement of any retainage by the Municipality thirty (30) days of requesting same.

**20. Suspension of Work; Abandonment of Work**

Should the Work be prevented or enjoined from proceeding either before or after the start of performance of this Contract by reason of any litigation or other reason beyond the control of the Municipality, the Contractor shall not be entitled to make or assert any claims for damage by reason thereof.

Notwithstanding anything to the contrary in this Contract, the Municipality may notify the Contractor by written order to discontinue all Work, or any part thereof, and may terminate this Contract if:

- (a) The Contractor abandons the Work, or any part thereof;
- (b) The Contractor sublets the Contract or any part thereof without the advance written consent of the Owner;
- (c) The Contractor assigns its rights or obligations, or any claim it may have, under the Contract to any person without the advance written consent of the Municipality; or
- (d) The Contractor, in the reasonable opinion of the Municipality, has failed to perform the Work at the rate of progress specified in the Contract, or the Work or part thereof is unnecessarily or unreasonably delayed, or the Contractor has materially violated any of the provisions of this Contract, or

Thereupon, the Contractor shall discontinue such Work or such part thereof as the Municipality may designate, and the Municipality may, by Contract or otherwise, as it may determine, complete the Work, or such part thereof, and charge the entire expense of so completing the Work or part thereof, including any attorneys' fees, to the Contractor.

Notwithstanding anything to the contrary herein, the Municipality reserves the right to, at all times and for any reason, call upon Contractor's Surety to perform and complete the Work.

All expenses charged under this provision shall be deducted and paid by the Municipality out of any moneys then due or to become due to the Contractor under this Contract, or any part thereof. Notwithstanding anything to the contrary in this Contract, in performing the Work or other services under this provision or any other provision in this Contract, the Municipality shall not be held to obtain the lowest cost for the performance of such Work and services. In case the expenses so charged to the Contractor do not exceed amounts otherwise payable to Contractor, the Contractor shall be entitled to receive the difference, provided there exists no other lawful reason for continued withholding of such amounts, and in the case such expenses shall exceed the amount so charged, the Contractor shall promptly pay the amount of the excess to the Municipality.

**21. Claims for Extra Work**

No claim for Extra Work or cost shall be allowed unless the same was done pursuant to a written order of the Municipality issued before such work has begun, and a written claim for such work-and presented with the first

estimate after the Extra Work is done. The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and, when requested by the Municipality, shall provide the Municipality access to all other information reasonably relating thereto, including, but not limited to, Contractor's financial and accounting data pertaining to the claim.

**CITY OF NEWBURYPORT  
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

**22. Subcontracting or Assignment of Contract**

The Contractor shall give his direct attention constantly to the faithful prosecution of the Work, shall keep the same under his direct control. Other than in connection with a sale of all or substantially all of Contractor's assets, the Contractor shall not assign or subcontract the Work, or any part thereof, without the prior written consent of the Municipality (not to be unreasonably withheld). The Contractor shall not either legally assign any of the monies payable under this Contract, or any claim thereon, without the previous written consent of the Municipality. The Contractor shall be responsible for the acts and omissions of his subcontractors, if any and of all persons directly or indirectly employed by him or them in connection with the Work.

This Agreement may not be assigned by the Municipality without the prior written consent of Contractor, which shall not be unreasonably withheld

**23. Performance Bond and Guarantee**

The Contractor shall furnish a Performance Bond in the penal sum of the greater of 100 percent of the annual Contract sum or Fifty Thousand Dollars (\$50,000). The bond shall be from a bonding company licensed by the Massachusetts Division of Insurance and reasonably satisfactory to the Municipality.

The Contractor must submit to the Municipality an original of the Performance Bond and valid power of attorney indicating the signatory for the surety is authorized to sign the bond. Any renewal bond shall be delivered to the Municipality at least thirty (30) days prior to expiration of the existing bond. Failure to deliver the renewal bond shall be cause for the Municipality to either cancel the Contract or withhold payments to be made hereunder.

**24. Damages, Suits and Claims; Indemnification**

No officer, official, agent or employee of the Municipality shall be held personally responsible for any liability arising under the Contract. The Contractor shall indemnify, defend and hold harmless the Municipality, its Mayor and Municipal Councilors, its Department of Public Works, and all of its and their officers, agents and employees, for, from and against all suits, damages, costs, losses, expenses, including attorneys' fees, claims and liability of every name and nature arising out of or in consequence of (i) the negligence or intentional misconduct of the Contractor, its agents, employees, and (ii) any breach of this Agreement by Contractor, its agents and employees; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims demands, suits and proceedings brought against the Municipality by a third party. Notwithstanding anything to the contrary in this provision or this Contract, this indemnification obligation of the Contractor is in addition to any other right or remedy available to the Municipality under this Contract and at law.

The Contractor agrees to indemnify and hold the Municipality harmless from all and claims, liens, demands or bills for labor and/or materials furnished or delivered in the performance of this Contract, and agrees also to indemnify the Municipality against all loss, damage or cost, legal or otherwise, ensuing from the same, including attorneys' fees.

The Contractor also shall be responsible for paying any fines assessed to the Municipality for the Contractor's failure (other than as a result of Uncontrollable Circumstances) to provide required services under this Contract.

Municipality shall require that its Collection and Transportation Vendor agree, in its contract with Municipality, to indemnify, defend and hold harmless the Contractor, its officers, agents and employees against all suits,

**CITY OF NEWBURYPORT**  
**CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

claims or liability from and on account of any injuries to persons or damage to property or nuisances or trespasses, and specifically including death or injuries, arising out of the negligence or intentional misconduct of the collection and transportation Vendor, its agents, employees and subcontractors, in connection with the delivery of Acceptable Solid Waste to the Facility by the Collection and Transportation Vendor .

In the event that the Municipality is sued or becomes subject to administrative action because the Contractor has failed to properly process or dispose of the Municipality's solid waste or recyclable material, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges incurred.

**25. Representations**

**A. Representations of the Municipality**

The Municipality makes the following representation as the basis for the undertakings on the part of the Contractor under this Contract:

- 1) The Municipality is a municipal corporation and political subdivision of the Commonwealth.
- 2) The Municipality has power and legal authority to enter into this Contract, to carry out the transactions contemplated by this Contract, and to perform its obligations in accordance with terms of this Contract.
- 3) The Municipality makes no representation or guarantee as to the quality of Solid Waste or other materials that may be delivered and/or accepted by Contractor pursuant to this Contract.

**B. Representations of the Contractor**

The Contractor makes the following representation as the basis for the undertaking on the part of the Municipality under this Contract:

- 1) The Contractor is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and is in the business of providing Solid Waste Services.
- 2) The Contractor has the authority and legal capacity to enter into this Contract and perform its obligation hereunder in accordance with the terms of this Contract.

Each party may change the address to which notices shall be sent by filing written notice thereof with the other party.

**26. Applicable Law**

This Contract shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Each of the parties, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of the Commonwealth and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations arising hereunder or with respect to the transactions contemplated hereby and the adjudication of any disputes arising hereunder, and expressly waives any and all objections which it may have as to the venue in any such courts.

**CITY OF NEWBURYPORT  
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

**27. Discrepancies, Errors and Omissions**

The provisions of this Contract are intended to be explanatory of the Work to be done and of each other, but should any discrepancies or errors appear or any omissions be made, they shall be called to the attention of the Municipality and shall be subject to his correction and interpretation, thereby defining and fulfilling the intent of this Contract.

**28. Provisions Required By Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and through mistakes or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall be forthwith physically amended to make such insertion or correction.

**29. Severability**

If any provision of this Contract is held invalid or unenforceable, such provisions shall be modified consistent with the original intent of the parties so as to be enforceable and the remainder of the Contract shall remain in full forces and effect.

If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof adjudicated to be invalid had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with intent of the parties to this Contract.

Any provision of this Contract which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, but shall remain effective in any other jurisdiction where such provision is not prohibited, unenforceable or unauthorized.

**30. Amendment of Contract**

This Contract may not be amended except in writing executed in the same manner as the Contract itself and delivered by the parties hereto. It is contemplated by both parties that amendment of this Contract may be necessary during the term of this Contract.

**31. Beneficiaries**

The parties intend that there shall not be any third party beneficiaries to this Contract.

**32. Interpretation and Rules of Construction**

References herein to articles and paragraph numbers shall refer to articles and paragraphs in this Contract unless reference to another document is clearly stated and shall be solely for the convenience of reference and shall not affect the meaning or the construction, interpretation or effect of this Contract. The words "here", "hereby", and "hereof" and such general terms of reference as may be utilized in this Contract shall refer and pertain to this Contract as a whole, including any exhibits, attachments, schedules or annexed material forming part of this



**CITY OF NEWBURYPORT  
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

Contract and referenced in it. All exhibits attached hereto are incorporated herein by reference but to the extent of a conflict between an exhibit and the Contract, the terms of this Contract shall govern. The singular of any term defined in this Contract shall encompass the plural, and the singular, unless the context clearly indicates otherwise.

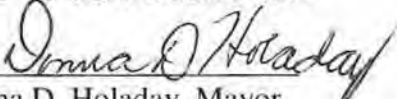
**33. Entire Agreement**

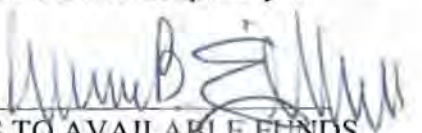
This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

The parties hereto indicate their approval of this Contract by their authorization signatures below.

Executed as a Seal Instrument this 22nd Day of July, 2013

CITY OF NEWBURYPORT


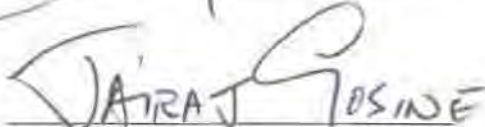
  
Donna D. Holaday, Mayor

  
AS TO AVAILABLE FUNDS  
Chief Financial Officer

60 Pleasant Street  
Newburyport, MA 01913

  
AS TO FORM  
Kopelman & Paige, P.C.  
101 Arch Street  
12th Floor  
Boston, MA 02110

CONTRACTOR

  
  
Print Name

Wheelabrator North Andover, Inc.  
Regional Vice President  
285 Holt Road  
North Andover, MA 01845

**APPENDIX A  
CONTRACT COST**

	Description							Option to Renew	Option in Renew
Escalator effective start date:		July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2019
* Incentive	\$21,041.24								
Service		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020
Municipal Solid Waste Disposal Fee	Per ton <sup>1</sup>	\$61.00	\$62.22	\$63.46	\$64.73	\$66.03	\$67.35	\$68.70	\$68.70

- \* Cash Incentive is the equivalent of offering the new contract rate starting 1/1/13. The amount is equal to the current rate of \$69.40/ton minus the new rate of \$61/ton for the 5 year, multiplied by 6 months deliveries, or 5,000 tons.
- \* Cash Incentive payable to City–Within \*\*30 days of receipt of the signed amendment, WNA will pay the City of Newburyport a cash incentive of \$21,041.24. If at any time and for any reason the agreement is terminated prior to June 30, 2018, the City of Newburyport shall repay WNA within 30 days a pro-rata portion of the incentive based on the unfulfilled commitment, calculated as follows:

$$\frac{((60 \text{ Months} - \text{Actual Months Contract was Fulfilled}) / 60 \text{ Months}) \times \$4,000}{}$$

\*\* At the discretion of the City of Newburyport, the incentive payment can be made in installments agreed upon by WNA and the City of Newburyport.

**Notes:**

1. A ton shall be defined as a “short ton” meaning 2,000 pounds.
2. Tonnage fee will be increased by the actual escalator table above.
3. The escalators shall take effect July 1 of each fiscal year contract.

**CITY OF NEWBURYPORT  
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

# CITY OF NEWBURYPORT

## CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

### **APPENDIX B MERCURY RECOVERY PROGRAM**

#### **1. Community based collection program/thermometer exchange**

Each community has at least one and often two collection locations in the community. These locations are normally located at the Health Department and/or the Recycling Center on Crow Lane. A five-gallon plastic pail is at each location. Resident are encourage to bring items such as mercury thermometers, thermostats, switches, sphygmomanometers (blood pressure units) and other devices that contain mercury (Universal Waste) to these locations for safe disposal.

Each location is supplied with digital thermometers. When a resident brings in a mercury thermometer, they are given a new digital thermometer in exchange.

When the pail is full, the 800 number on the pail is called and the service provider, Enviro Safe, will come and pick up the pail and leave an empty.

#### **2. School Clean Sweeps**

Each school system is offered the Clean Sweeps Program in an effort to remove mercury and items containing mercury from the schools. Mercury items will be removed free of charge. Certain devices, such as lab thermometers, sphygmomanometers and barometers, will be replaced on a one to one basis.

#### **3. Fluorescent Lamp Reimbursement Program**

The fluorescent lamp reimbursement program is offered to each community. The program coordinator will assist the community in establishing a collection program for fluorescent lamps in the municipal buildings and schools. Some communities offer the program to small businesses and residents as well. All the bulbs are collected and shipped to a processor. The community is reimbursed 100% of the invoiced amount for the recycling of the fluorescent lamps.

Each community is offered an 8 foot by 10 foot storage shed for the storage of fluorescent lamps and other Universal Wastes. These sheds are valued at approximately \$2,300 each.

#### **4. Button-Cell Battery Fund Raising Opportunity**

Each community is offered a program for the collection of button-cell batteries. A local organization is identified. That group would place small collection boxes at appropriate locations in the community for the collection of button-cell batteries. Button-cell batteries are the small batteries commonly found in watches, hearing aides, cameras, etc. The local group will periodically collect the batteries from the collection sites and place them in the pail at the Health Department office. These batteries will be weighed when the pail is picked up and the group will received \$100 per pound, up to a maximum of \$500 in any calendar year.



## CITY OF NEWBURYPORT

### CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

#### **APPENDIX B**

#### **Continued**

##### **5. Thermostat Program**

Each community is offered a program to notify contractors concerning the need to safely dispose of thermostats. This program is operated in conjunction with the Health and the Building Department. All costs of printing and mailing are covered by the program.

##### **6. Bulk Collection**

If a large quantity of elemental mercury is found in the City, the Mercury Recovery Program will remove the mercury free of charge.

##### **7. Advertising**

The Mercury Recovery Program conducts regional advertising on area radio stations such as WBZ and WEEI. Advertisements are also placed in the local newspapers promoting each community's specific program. Ads are also available in support of local Household Hazardous Waste Programs.

##### **8. Additional Shed**

Wheelabrator will supply an additional shed for each city for the use in collection and storage of mercury containing items or to be used during the Hazardous Waste Collection process. These sheds are supplied by Wheelabrator, used by the municipalities and replaced as needed by Wheelabrator.

## CITY OF NEWBURYPORT

### CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

#### **APPENDIX C INCENTIVE**

This Contract includes an incentive, a value added item to be provided to the Cities by Wheelabrator when awarded the contract.

One item listed is an incentive, with an explanation that the payment is based upon the prior year usage and will result in a reduction in the Cities' costs for that prior year, dating back to January 1, 2013, from the rate charged under the prior contract to the lower rate proposed in the proposal. Thus, a maximum payment of \$42,000 based on a five year contract is being offered, with the rebate to be paid as a lump sum upon contract execution.

Jan. 1, 2013 per ton rate = \$69.40  
New Five yr. per ton rate = \$61.00

Difference = \$8.40 per ton

*Newburyport:*

*Tons delivered from January 1, 2013 to June 30, 2013 = 2504.91 tons*

*Newburyport Total: \$21,041.24*

**CITY OF NEWBURYPORT**

**CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

**APPENDIX D**

**Hazardous Waste Clean Up Day**

Wheelabrator will support one Hazardous Waste Clean Up Day in Newburyport each year for the duration of the contract. (Up to \$5000 per year). Advertising for this event will be included as part of the advertising for the Mercury Source Separation Program (see below).

From:

**APPENDIX B**

**MERCURY RECOVERY PROGRAM**

**7. Advertising**

The Mercury Recovery Program conducts regional advertising on area radio stations such as WBZ and WEEL. Advertisements are also placed in the local newspapers promoting each community's specific program. Ads are also available in support of local Household Hazardous Waste Programs.

**CITY OF NEWBURYPORT**

**CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

**APPENDIX E**

**Sharps Collection Program**

Wheelabrator will sponsor a sharps collection program in Newburyport. Wheelabrator will provide one kiosk per city and collect the sharps on an as needed basis. The cost of the Contract is inclusive of this program and the Municipality shall have the option each year to participate in this Program. Typically the kiosk will be located in a secure location at a local pharmacy, the fire station, the police station or the City's Health Department where it can be monitored. Location is to be determined and agreed upon by the Health Department and the Public Health Nurse.



## CITY OF NEWBURYPORT

### CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL

#### APPENDIX F

#### **Educational Programs, Tours and Community Outreach**

##### Educational Programs

Wheelabrator is the proud sponsor of the "Science Screen Report" video series. This video series is provided to schools in our contract communities. The Science Screen Report series is a resource for the schools to use to assist in the classroom. Each year a new set of DVD's is made and distributed to the schools. This year's series includes units on chemistry, electronics, radio astronomy, aeronautics, physics and energy. The DVD library continues to grow and the schools keep the DVD's and build their own library of resources. This program has received numerous awards and we get great feedback from schools that we serve.

This program will continue for age appropriate schools in Newburyport.

##### Tours

Wheelabrator provides facility tours to help educate our customers, schools and various groups on solid waste disposal issues. Tours are followed by a sometimes lively question and answer period where many solid waste concerns are discussed. Typically when people see our operation they are very impressed by the highly technical nature of the whole process. We can schedule tours to suit the needs of the cities, but typically they are held Tuesday through Thursday between 10 a.m. and 3 p.m.

##### Community Outreach

Wheelabrator also does community Outreach in each of our contract communities that include sponsoring local charitable organizations and earth day activities among others. In Amesbury, we have been active with the Chamber of Commerce and Youth Sports. In Newburyport we have been active with the Jeanne Geiger Crisis Center and Yankee Homecoming.

**CITY OF NEWBURYPORT**

**CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

**APPENDIX G**

**Approximate Value Added for items listed above (Appendix A-F)**

		<b>1 X Cost</b>	<b>Annual</b>	<b>5 Year</b>
1	Mercury Source Separation Program – Appendix B		\$5K	\$25K
2	Science Screen Report Videos (for Schools) – Appendix F		\$2K	\$10K
3	Hazardous Waste Cleanup Day – Appendix D		\$10K	\$50K
4	Facility Tours for Groups - at no cost – Appendix F			
5	Sharps Program – Appendix E	\$4K	\$2K	\$14K
6	Additional Shed for each City – Appendix B	\$5K		\$5K
7	Earth Day Cleanup Sponsors – Appendix F		\$2K	\$10K
8	Incentive - Appendix A & C	\$21,041.24		\$42K
9	Community Outreach Programs** - Appendix F		<b>Varies</b>	
	<b>Totals</b>	<b>\$30,041</b>	<b>\$21K</b>	<b>*\$156K</b>

\*Corrected total from Wheelabrator Proposal

\*\*Community Outreach Programs: See Appendix F

**AMENDMENT #1 TO CITY OF NEWBURYPORT  
CONTRACT FOR MUNICIPAL SOLID WASTE DISPOSAL**

This Amendment #1 to the City of Newburyport Contract for Municipal Solid Waste Disposal is entered into as of June ~~21~~<sup>29</sup>, 2018, by and between the City of Newburyport, Massachusetts, a political subdivision of the Commonwealth of Massachusetts (the "Municipality") and Wheelabrator North Andover, Inc., a Delaware corporation ("Wheelabrator").

**WHEREAS**, the Municipality and Wheelabrator are parties to that Contract for Municipal Solid Waste Disposal dated July 18, 2013 (the "Contract"); and

**WHEREAS**, the parties now wish to amend the Contract on the terms and conditions contained herein;

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Contract.
2. Cover Page and Heading. The "July 1, 2013 through June 30, 2018" dates set forth on the cover page of the Contract and the subtitle on the page 1 of the Contract shall be amended and replaced with "July 1, 2013 through June 30, 2023."
3. Preamble. The June 30, 2018 expiration date in the preamble of the Contract shall be amended and replaced with June 30, 2023.
4. Section 2. Term of Contract. Section 2 of the Contract is hereby deleted in its entirety and replaced with the following:

The Contract shall commence work on July 1, 2013 and the Work shall continue through June 30, 2023.

The Municipality and the Contractor may by mutual consent renew the Contract for two (2) additional one (1) year terms. The renewal option shall be exercised by mutual consent, in writing within ninety (90) days of the expiration date of this Contract. The rate for each additional year will be subject to a 3.5% increase over the prior years' rate.

5. Section 15. A. Payment. The second paragraph of Section 15.A. of the Contract is hereby deleted in its entirety and replaced with the following:

The tipping fee shall be paid within thirty (30) days of the Municipality's receipt of a proper monthly invoice and accompanying materials, as described below that includes the total tons of material delivered for the monthly period, fee per ton, and total monthly fee (tons X fee= total fee). The invoice shall also include the daily tonnage report of Acceptable Solid Waste delivered and accepted by the Contractor for the monthly period invoiced.

6. Appendix A Contract Cost. Appendix A to the Contract is hereby deleted in its entirety and replaced by Appendix A attached hereto.

7. Appendix B Mercury is part of this contract attached hereto.
8. Appendix C Incentive. Appendix C to the Contract is hereby deleted in its entirety.
9. Appendix D HHW Clean-up Day is part of this contract attached hereto.
10. Appendix E Sharps is part of this contract attached hereto.
11. Appendix F Educational Programs, Tours and Community Outreach. Appendix F to the Contract is hereby deleted in its entirety.
12. No Other Changes. Except as specifically amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

*[Signature Page Follows]*



WITNESS the execution hereof as of the date first above written.

~~WHEELABRATOR NORTH ANDOVER, INC.~~

By: \_\_\_\_\_

Name: Bill Stagar

Title: Corp VP Fuel Sen

CITY OF NEWBURYPORT

By: \_\_\_\_\_

Name: Donna D Holaday

Title: mayor

Appendix A

Contract Cost

Year	Estimated Annual Tons	Tip Fee per Ton
7/1/2018-6/30/2019	5,000	\$67.35

Year	Estimated Annual Tons	Tip Fee per Ton
7/1/2019-6/30/2020	5,000	\$68.70

Year	Estimated Annual Tons	Tip Fee per Ton
7/1/2020-6/30/2021	5,000	\$71.25

Year	Estimated Annual Tons	Tip Fee per Ton
7/1/2021-6/30/2022	5,000	\$73.50

Year	Estimated Annual Tons	Tip Fee per Ton
7/1/2022-6/30/2023	5,000	\$75.75

# Committee Items – June 26, 2023

## General Government

*In Committee:*

- APPT00402\_05\_08\_2023

Steven Wallace 20 Allen St

Waterfront Trust 6/1/2026



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2023 MAY -3 A 8:47

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: May 8, 2023

Subject: Appointment

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I hereby appoint, subject to your approval the following  
named individual as a member of the Waterfront Trust. This  
term will expire on June 1, 2026.

Steven Wallace  
20 Allen Street  
Newburyport, MA 01950






## CONTACT

70 Allen Street  
Newburyport, MA 01950

Stevenwallace3@gmail.com  
Mobile - (617) 794-2286

 [LinkedIn.com/StevenPWallace](https://www.linkedin.com/StevenPWallace)

# STEVEN WALLACE

11/7/2022

Dear Christine and Mayor Reardon,

I'm writing to express my interest in a volunteer position with the city. Based on the IG post, there are several openings available and I am excited at the prospect of contributing to the betterment of Newburyport. I hope my attitude, board/committee experience, and desire to get more deeply involved aligns with the type of person you're looking for.

My wife and I moved here from Boston in June of 2020 with the plan to start a family and become apart of a community. We've fallen in love with the city, have 1 year-old twin future Clippers, and feel the only part missing is a stronger connection to the people and having a positive impact.

I currently work in the commercial construction and real estate space for a national tile and stone company. More relevantly, I've served five years as VP of Communications on the board of the International Interior Design Association (New England Chapter), co-founded The Next Thirty, a career-advancement dinner club, and was Chairman of the Lisburn Street Cricket Club while living in Australia.

These volunteer roles have given me experience in outreach, collaboration, and goal execution. Based on my skillset and interests, I feel I could be a positive contributor to the Affordable Housing Trust or Community Preservation Act Committee. That said, I would love to get involved any way I can.

In the last 17 months, Newburyport has provided my family with happiness and memories we will be forever grateful for. We know there are many more years of this ahead. I'd love and welcome the opportunity to give back.

I look forward to meeting you and hope there's an opportunity to contribute. I've also attached my resume and can provide references. Please feel free to reach out any time with questions or requests.

Thank you for your time and consideration,

Steven Wallace



# STEVEN WALLACE



## CONTACT

20 Allen Street  
Newburyport, MA 01950

Stevenwallace3@gmail.com  
Mobile - (617) 794-2286

[LinkedIn.com/StevenPWallace](https://www.linkedin.com/StevenPWallace)

## EDUCATION

**The George Washington University**  
2007 Graduate  
B.A. Psychology  
4-year Letter - Baseball

**Phillips Exeter Academy**  
2003 Graduate

## STEVEN IS

A proud husband to Colleen,  
Senior Associate @ Gensler  
Boston, father to identical twins,  
Ailish and Sadie Shea, and  
goldendoodle, Sammy.

Division-I collegiate catcher.

A sub-90s Rubiks Cube solver.

A Guinness World Record holder

The Co-Founder of incorporated  
start-up, TagThread.

Is inspired by:

- [This scene](#) in Ted Lasso
- [The Book of Joy](#)
- [How I Built This](#) podcast
- [Chef's Table](#) docuseries
- [Jim Hackett](#)

## PROFESSIONAL PROFILE

Steven has a conscious and curated approach to all aspects of his business management, externally and internally. An empathetic leader and contributor to every group he's involved in whether it be as an employee or volunteer. Is looking for an opportunity to be more engaged in the betterment of the local community.

## EXPERIENCE

### Regional Sales Manager - New England

*Nemo Tile // New England // 01.2017 - Present*

Conceived and launched Nemo's expansion to the New England market. Built three sales channels; retail, commercial, and distribution. Leads an external brand, internal culture, and ever-evolving strategy for continued profitable growth. Region's success is built around empathy, tri-level self-awareness, personal and professional growth, and all forms of inspiration.

- Set and manage region's yearly forecast, budget, and P&L
- Sourced locations, negotiated leases, and opened both downtown-Boston showroom (1,500 sft) and suburban-Boston warehouse (7,500 sft).
- Oversee all regions sales, operations, and logistics team.
- Disrupted region's market by exposing competitive weakness and complacency.

### SENIOR ARCHITECTURAL REPRESENTATIVE

*Daltile // Boston, MA // 04.2014 - 4.2016*

Currently service 125 design firms in the greater Boston area with dedicated daily focus on client service, creative problem solving, and expanding business. Additionally, manage Daltile's internal training program, Sell with Confidence (SwC). Continually motivated by the company's motto, *Imagine What's Possible*.

- Closed/Won \$3.9m in sales in 2015.
- Increased spec revenue at 18% of client base including 55% of top 20 firms.
- Hosted/managed first SwC for 13 attendees and 9 facilitators in January 2016.
- Expanded SwC by adding back-end structure, a logo, Twitter handle, section in monthly Commercial Connection, and all-encompassing curriculum.

### CONTRACTS SPECIALIST

*Patcraft, a division of Shaw // Boston, MA // 06.2012 - 04.2014*

Serviced existing and prospective clients in three segments; Corporate Real Estate, A&D, and Dealer/Distribution. Apart of three-person team, in which essential aspects included communication, strategy, and networking while maintaining company's core values.

- Reached 101% of 2013 goal of \$1M in revenue.
- Established strong Patcraft/IIDA relationship through Board of Directors election.
- Prospected, built, and maintained sales w/ 12 firms with no prior Patcraft history.

### ASSISTANT GENERAL MANAGER

*Australian Baseball League (MLB) // Brisbane, AUS // 06.2010 - 03.2012*

Responsible for execution of Major League Baseball's international franchise start up initiative. Successfully built network through grassroots outreach. Oversaw ticketing, sponsorship, and corporate hospitality sales.





## Leadership / Management

### AWARDS

2x First Place - DalTile's Give Us Your Best 30 Seconds competition.

2014 IIDA Large Chapter of the Year

3x Movember 99% Award Winner

IIDA Certificate of Appreciation

Sadaharu Oh Commendation Letter

'09 #1 Sales Producer - North Amer.

'09 Mid-Atlantic Salesman of the Year

President's Club

Lindsay Ferris Excellence in Leadership Award

### SKILLS

Scaling a multi-million dollar business unit in-market.

Proactive responsiveness and pessimistic optimism

International business

LinkedIn research/ eliminating cold calls

Building regional national network

Creative writing and video editing

Mustache growing

### CREATOR/CO-FOUNDER

*The Next30 // Boston, MA // 2015 - Present*

Conceived and organized a group of professionals from non-competing roles/industries with similar career aspirations. Goal is to identify opportunities to leverage transferable skills, knowledge, and experience to collectively improve each member's long-term professional outlook. Unique perspectives equal improved worldly vision.

- Meets every third Wednesday of the month.
- Currently has 8 members ranging from Harvard Law student to Radiologist.
- Dinner is divided into two parts: short-term quick solutions & long-term goals.

### VICE PRESIDENT - COMMUNICATIONS

*INTERNATIONAL INTERIOR DESIGN ASSOCIATION // Boston, MA // 2013 - 2018*

Inherited role as sole committee member and grew into a self-sustaining team.

Drastically improved outreach, open/view rates, and value to 600+ members.

Accomplished this by strategizing, creating focus groups, and rebranding. Committee is responsible for the multiple new concept initiatives.

- Currently manage team of 14 committee members.
- New England received *2015 IIDA Chapter of the Year* at NeoCon.
- Initiatives include *Positively Productive*, newsletter & blog releases, digital yearbook, and new website launch.

### VOLUNTEER CHAIR/LOCAL LIAISON

*Movember Foundation // Boston, MA // 2012 - 2019*

Facilitate local meetings and fundraising efforts for Foundation's employees. Push local grassroots efforts by being a perpetual word-spreader.

- To date, have raised \$16,073 for the world's foremost men's health charity.
- Host annual Beer, BBQ & Mustache Bash in November.
- Invited/attended Movember's National Champions Summit in July 2013.

### CHAIRMAN

*Lisburn Street Cricket Club // Brisbane, QLD, AUS // 2011 - 2012*

Responsible for finances and logistics of the club for two seasons. Organized weekly roster, yearly dues, and local sponsorship.

- Significantly better at club management than on-field

### PRESIDENT

*Student-Athlete Advisory Council // Washington, DC // 2004 - 2007*

Liaison between 450 Division I student-athletes and University's administration.

Organized and supervised meetings and events promoting community service and intra-team unity.

- Raised more than \$4,000/year for various charities
- In 2006, the board of 6 students created the Talent Show and Semi-Formal

*References available upon request.*

Thank you for your consideration.

# Committee Items – June 26, 2023

## Licenses & Permits

*In Committee:*

- COMM00487\_06\_12\_2023 Firefighters of Local 827 "Fill the Boot Drive" August 3, 4, & 5 10am-4pm
- APPL00144\_06\_12\_2023 Greek Church Food Festival July 28th-30th 11am-9pm





**CITY OF NEWBURYPORT**

**FIRE DEPARTMENT**

0 Greenleaf Street, Newburyport, MA 01950  
(978) 465-4427 FAX (978) 463-9177

**Stephen H. Bradbury**  
Fire Chief

**Barry Salt**  
Acting Deputy Chief

**June 5, 2023**

**Mr. Richard Jones, City Clerk**  
City of Newburyport

**Barry Salt, Acting Deputy Fire Chief**  
Newburyport Fire Department

**Muscular Dystrophy Support Letter**

**Mr. Jones,**

**This letter is to acknowledge that the Newburyport Fire Department Supports the Firefighters of Local 827 Annual "Fill the Boot drive" in Market Square during Thursday, Friday and Saturday of Yankee homecoming and therefore request permission from the City Council.**

**This is a long-standing tradition of fund raising for such a worthy cause. We look to continue this tradition on August 3, 4 and 5 from 10 am-4 pm.**

**As always, we thank you for your support of this continued event.**

**Barry Salt**

A handwritten signature in black ink, appearing to read "Barry Salt", written over a faint, larger version of the same signature.

**Acting Deputy Chief**

## NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

CITY CLERK'S OFFICE  
NEWBURYPORT, MA Fax.

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

NAME OF EVENT: ANNUNCIATION CHURCH GREEK FOOD FESTIVALDate: JULY 28-30, 2023 Time: from 11:00 AM to 9:00 PMRain Date: NOT APPLIC. Time: from \_\_\_\_\_ to \_\_\_\_\_2. Location\*: 7 HARRIS ST.

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

3. Description of Property: CHURCH + ADJACENT HALL Public \_\_\_\_\_ Private X4. Name of Organizer: ANNUNCIATION GREEK CHURCH City Sponsored Event: Yes \_\_\_\_\_ No XContact Person JAMES SPERELAKISAddress: 7 HARRIS ST, NBPT, MA 01950 Telephone: 978-479-6372E-Mail: JAMES.SPERELAKIS@COVESTRO.COM Cell Phone: SAME AS ABOVEDay of Event Contact & Phone: SAME AS ABOVE, PLEASE5. Number of Attendees Expected: SEVERAL HUNDRED TO A THOUSAND, OVER 3 DAYS6. MA Tax Number: 110502697. Is the Event Being Advertised? YES Where? DAILY NEWS, SOCIAL MEDIA, LOCAL RADIO8. What Age Group is the Event Targeted to? ALL AGE GROUPS, PRIMARILY ADULTS, FAMILY FRIENDLY9. Have You Notified Neighborhood Groups or Abutters? Yes X No \_\_\_\_\_, Who? ALL ABUTTERS, PARK & HARRIS STS  
ABUTTERS HAVE BEEN, OR WILL BE, NOTIFIED. GOOD RELATIONS WITH NEIGHBORS

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

A. Vending\*: Food X Beverages X Alcohol X Goods X Total # of Vendors 1 (INDOOR)

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

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music X DJ \_\_\_\_\_ Radio/CD \_\_\_\_\_Performers X Dancing \_\_\_\_\_ Amplified Sound X Stage \_\_\_\_\_  
\* LIVE GREEK BAND (2 PERSON) FRI + SAT FROM 5-9 PM

C. Games /Rides: Adult Rides \_\_\_\_\_ Kiddie Rides \_\_\_\_\_ Games \_\_\_\_\_ Raffle \_\_\_\_\_

Other \_\_\_\_\_ Total # \_\_\_\_\_

Name of Carnival Operator: NOT APPLICABLE

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

**If yes:**

- a) How many trash receptacles will you be providing? 15+
- b) How many recycling receptacles will you be providing? 10+
- c) Will you be contracting for disposal of: **Trash** Yes  No  **Recycling** Yes  No
- i. If yes, size of dumpster(s): **Trash** 20' x 30' **Recycling** SIMILAR
- ii. Name of disposal company: **Trash** MELLO **Recycling** MELLO
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes  No
- iv. If no, where will the trash & recycling be disposed? \_\_\_\_\_

**If no:**

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

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

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

# \_\_\_\_\_ Standard      # \_\_\_\_\_ ADA accessible

Name of company providing the portable toilets: \_\_\_\_\_

**FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY**

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

1. Name of the Group or Person Sponsoring the Road-Race, Parade, Walkathon: GREEK FOOD FESTIVAL

2. Name, Address & Daytime Phone Number of Organizer: JAMES SPERELAKIS, c/o  
ANNUNCIATION GREEK ORTHODOX CHURCH, 7 HARRIS ST.  
NEWBURYPORT, MA 01950  
CELL: 978-479-6372

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up SAME AS #2 ABOVE  
WE RESPECTFULLY REQUEST STREET CLOSURE (SEE #6 BELOW)

4. Date of Event: JULY 28-30, 2023 Expected Number of Participants: SEVERAL HUNDRED

5. Start Time: 11:00 AM Expected End Time: 9:00 PM

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): NOT APPLIC

WE KINDLY REQUEST TWO ITEMS:

- 1.) NO PARKING ZONE ON SOUTH (CHURCH FACING) SIDE OF HARRIS ST., DIRECTLY IN FRONT OF CHURCH FROM FRI. 7/28 9 AM TO SUN. 7/30 4 PM.
- 2.) CLOSURE OF HARRIS ST (FROM GREEN TO PARK) ON FRI. 7/28, 5-9 PM + SAT. 7/29, 5-9 PM.

7. Locations of Water Stops (if any): NOT APPLICABLE

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

9. Formation Location & Time for Participants: NOT APPLICABLE

10. Dismissal Location & Time for Participants: NOT APPLICABLE

11. Additional Parade Information:

- Number of Floats: NOT APPLICABLE
- Locations of Viewing Stations: \_\_\_\_\_
- Are Weapons Being Carried: Yes \_\_\_\_\_ No X
- Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No NOT APPLIC

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 5/23/23 0 Greenleaf St.  
 DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 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.

<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**

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.

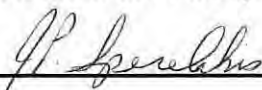
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance 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: \_\_\_\_\_

6/5/2023

**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,





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2023

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).

<b>PRODUCER</b> American Church Group of New England, LLC 5001 Craig Rath Blvd  Midlothian VA 23112		<b>CONTACT NAME:</b> Brooklyn Sult <b>PHONE (A/C, No, Ext):</b> (877) 343-7599 <b>E-MAIL ADDRESS:</b> bsult@americanchurchgroup.com		<b>FAX (A/C, No):</b>
<b>INSURED</b> Greek Church Of The Annunciation 7 Harris St Newburyport MA 01950-2645		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> BROTHERHOOD MUT INS CO <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 13528

**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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	20M5A0507800	04/28/2023	04/28/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	DED    RETENTION \$					AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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				PER STATUTE    OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

The City of Newburyport is listed as additional insured in respect to the general liability, subject to the terms and conditions of the policy for the annual Greek Food Festival on July 28-30, 2023.

**CERTIFICATE HOLDER**

City of Newburyport  
  
60 Pleasant Street  
  
Newburyport MA 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**  
Carol Sanford



Google Maps 4 Park St #6



# Committee Items – June 26, 2023

## Planning & Development

*In Committee:*

- APPT00404\_05\_22\_2023      Edward Noymer 8 Lucey Dr. Historical Comm.      6/1/2026



CITY OF NEWBURYPORT RECEIVED  
OFFICE OF THE MAYOR CITY CLERK'S OFFICE  
SEAN R. REARDON, MAYOR NEWBURYPORT, MA

2023 MAY 12 A 9:58

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: May 22, 2023

Subject: Appointment

---

I hereby appoint, subject to your approval the following named individual as an alternate member of the Historical Commission. This term will expire on June 1, 2026.

Edward Noymer  
8 Lucey Drive  
Newburyport, MA 01950

Hello Christine,

I am interested in serving the City of Newburyport and volunteering to fill an appropriate vacancy on one of the city's boards and committees, following up the article that I saw in The Daily News.

I moved to Newburyport within the past year and retired from a successful sales career, and I now have the time and energy to give back. My resume is attached.

Prior to retirement, my schedule was full while raising two daughters, spending 10 years caring for two elderly parents, and a career that required business travel.

My roles in sales and sales management involved complex solutions, being part of virtual teams, and managing alliance partners. I highlight this in order to emphasize my ability to focus on customers, to work with teams, and to lead small groups.

Thank you for your consideration and I look forward to scheduling time to meet in order to further discuss the City's boards and committees and how I can help.

Sincerely,

Ed Noymer

M 978-361-7830



# EDWARD NOYMER

(978) 361-7830 ♦ Newburyport, MA 01950 ♦ ednoymer@gmail.com ♦ www.linkedin.com/in/ednoymer/

## ACCOUNT MANAGER

Accomplished sales professional that excels at selling contact center applications and complex IT solutions and Services. Demonstrated success covering a large territory, selling into multiple vertical markets and leading new product introductions. Proficient in leading the development of new and custom applications. Skilled at building relationships with decision makers and presenting to executives. Expertise in complex and multi-vendor environments.

### KEY COMPETENCIES

- Developing executive relationships
- Utilizing consultative sales skills
- Working with alliance partners
- Negotiating agreements
- Introducing new offerings to market
- Managing relationships at all Levels
- Leading complex opportunities
- Guiding internal resources

## PROFESSIONAL EXPERIENCE

**Avaya, Inc. – Andover, MA**

**2017 – 2018**

### Senior Account Manager

Sold Avaya Professional Services for Unified Communications and Contact Center Solutions in New England and New York. Partnered with Channels, Account Managers and Sales Engineers to qualify, define and deliver professional services, including discovery sessions, installation and custom application development.

Collaborated with delivery teams to develop and present Statement of Work (SOWs).

- Closed third largest professional services deal for Avaya North America in Q1 for \$500K.
- Increased region bookings for custom Professional Services for Contact Center and UC by 50%.
- Developed \$8 Million pipeline of all Professional Services including packages and security services.
- Managed multiple third-parties to close business in order to meet customer requirements.

**Sonus Networks – Westford, MA**

**2014 – 2016**

### Senior Account Manager

Developed and managed enterprise sales directly and through channel partners in the east region with a practice or concentration in, Unified Communications, Contact Center, and SIP Trunking. Led channel and enterprise sales for Session Border Controllers (SBCs), which provided security and interoperability. Directed joint sales activities with partners. Engaged in direct positioning products and solutions with end user customers in multiple vertical markets.

- Increased east region revenue generating fivefold; achieved 108% of quota.
- Recruited and developed six new channels into consistent revenue generating partners.
- Negotiated and signed agreements with three of the major DMR's, turning them into revenue generating relationships.
- Launched one national channel to revenue generating state with full accreditation.
- Sold first enterprise Monitoring as a Service (MaaS) customer.

**Verizon Enterprise Solutions – Andover, MA**

**2013 – 2014**

### Senior Client Executive

Sold Verizon Enterprise Solutions offerings consisting of Network, Cloud, Security Services, Contact Center, and Unified Communications.

- Achieved 105% of quota.
- Closed deal for new Fiber Network for with major health insurance company.
- Expanded MPLS network for leading multi-site medical practice.
- Renewed multi-year contract for Security Services contract with a multinational pharmaceutical.

**AudioCodes – Marlboro, MA**

**2005 – 2013**

**Enterprise Account Manager, 2009- 2013**

Managed direct and channel sales in the east for media gateway and SBC products along with associated professional services. Recruited and managed channel partners. Conducted high touch direct sales. Initiated and managed regional alliance with Microsoft and Genesys to develop pipeline and close business for unified communications and contact center solutions.

- Recruited and developed nine new revenue producing channel partners.
- Achieved 128% of quota in 2012.
- Collaborated with HP and Microsoft to close largest deal for Lync deployment, valued at \$800K.
- Developed and secured the first major contact center win at Ticketmaster with Genesys.
- Achieved 110% of quota by generating more than \$5M sales to enterprise customers in the Eastern Region in 2010.
- Closed first customer for Network Readiness Assessment as a professional service offering in 2012 that launched a new offer and revenue stream.

**OEM Account Manager, 2005 - 2009**

Pursued and developed new accounts as design wins, managed existing accounts, penetrated and grew existing accounts with new products.

- Managed largest CPE OEM customer by doubling revenue to \$3M, increased product SKU's 30%.
- Initiated Interactive Intelligence IP PBX relationship, resulting in revenue of \$1M.
- Design win with Aspect, including private labeling multiple configurations, peaking at \$750K annually.
- Exceeded quota each year; annual quota range \$4.1M – \$4.6M.

**Excel Switching – Andover, MA**

**2003 – 2005**

**Sales Director**

Sold open service platforms deployed as differentiated media gateways, media servers, and signaling servers for service providers as an enhance service platform. Managed direct and channel sales to Service Providers, ASP's and Application Developer / VARs.

- Closed three new design account wins in first 12 months, leading North American sales in new business.
- Achieved 105% quota objective during 2004.
- Generated \$1.8 million in revenue in 2003.

**PRIOR RELEVANT CAREER HISTORY**

**Cisco Systems – Chelmsford, MA**

Account Manager

**EDUCATION**

Bachelor of Science - Business and Economics

Lehigh University

# Committee Items – June 26, 2023

## Public Works & Safety

### *In Committee:*

- COMM00483\_05\_08\_2023 Residential HP App 12 Merrill St.
- ORDR00469\_06\_12\_2023 Handicapped Space - 12 Merrill Street
- ODNC00156\_06\_12\_2023 Amend Ch 13-168 Parking Restriction Fair St.



CITY CLERK'S OFFICE  
60 Pleasant St.  
Newburyport, MA 01950  
978-465-4407  
978-462-7936  
clerk@cityofnewburyport.com

### RESIDENTIAL HANDICAPPED PARKING APPLICATION

Applicant's Name: CARLOS PEREZDEGAST

Applicant's Street Address: 12 MERRICK ST  
Newburyport, MA 01950

Phone Number: \_\_\_\_\_ Cell Phone: 978 270 4687

Email: CLIPPERCITYK9@GMAIL.COM

Vehicle Registration Number: 38744

Disabled Parking Placard Number: PL 5900382

You must provide a written statement from the owner of your home that you have either no off-street parking where you live, or why the available off-street parking is inadequate or unavailable. (Both are subject to verification.)

Off street parking is too far from the door.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use the back if you need more space.)

I have read the City of Newburyport's policy for establishing handicapped parking spaces on public streets in residential areas, and I understand the conditions required for this handicapped parking space. I also understand that if I fail to meet the eligibility requirements, I will have the opportunity to appeal for a waiver.

I certify that the information provided is correct. I also give permission for the Newburyport City Clerk to obtain all information necessary to verify my need for this parking space.

[Signature]  
Signature

May 1 2023  
Date





CITY CLERK'S OFFICE  
 60 Pleasant St.  
 Newburyport, MA 01950  
 978-465-4407  
 978-462-7936  
 clerk@cityofnewburyport.com

**RESIDENTIAL HANDICAP PARKING APPLICATION**

Applicant's Name: CARLOS FREYDERGAST

Applicant's Street Address: 12 MERRILL ST  
Newburyport, MA 01950

**TO BE COMPLETED BY ATTENDING PHYSICIAN or OTHER HEALTHCARE PROFESSIONAL**

**To Physician:** Approval for a Residential Handicapped Parking Space is based in part on information provided by you. If this applicant (your patient) has a "hidden" disability (i.e.: one that is not visibly obvious), it will be incumbent on you to specify the extent to which the disability limits the person's mobility in order for our Review Committee to make a fair evaluation of this application. Residential Handicapped Parking Spaces are available only to those with substantial functional limitations that affect mobility for more than **six months**.

**Please answer the following:**

Does the applicant have mobility impairment?  No  Yes

Note which, if any, of the following impairments is attributable to the applicant and explain:

- Loss of use of one or more limbs FEET
- Vision impairment \_\_\_\_\_
- Knee, ankle, hip dysfunction \_\_\_\_\_
- Respiratory, heart or circulatory disorder \_\_\_\_\_

Are mobility aids prescribed?  No  Yes; please specify:

- cane  crutches  walker  wheelchair

Ambulatory range of the applicant: Without rest distance in feet 20  
 With intermittent rest distance in feet 40+

Describe any other functional limitations that make having a Residential Handicap Parking Space desirable:

Physician's name (please print): JON MARCOT, DO

Phone: 877-379-5522

Medical specialty: Family Medicine Registration # 76720

Address: 414 Liverhill St. Rowley MA 01969

I hereby certify that the above information is correct.

Physician's signature: [Signature] Date 4/27/25

**PLEASE MAIL TO:** City of Newburyport, City Clerk's Office  
 60 Pleasant St., Newburyport, MA 01950  
 ATTN: Richard Jones



**IN CITY COUNCIL**

**ORDERED:**

June 12, 2022

AN ORDER TO ADD A NEW HANDICAPPED PARKING SPACE BY AMENDING CHAPTER 13 (TRAFFIC AND MOTOR VEHICLES) OF THE MUNICIPAL CODE

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

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

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

<p><u>Merrill Street</u></p> <p><u>One (1) space at 12 Merrill Street through June 30, 2025</u></p>
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\_\_\_\_\_  
Councillor Jennie L. Donahue

**In City Council June 12, 2023:**

Motion to refer to Public Works & Safety by Councillor Wallace, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

# CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 12, 2023

## AN ORDINANCE TO LIMIT ON-STREET PARKING ON FAIR STREET

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

THAT Chapter 13 Article IV of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended to read as follows, with ~~deletions double-stricken and in-italicized~~, and additions double-underlined and italicized:

### Sec. 13-168. - Parking limited—Generally.

No person shall park any vehicle on the following streets or portions of streets as indicated below:

Street	Zones
Fair Street	On the westerly side at the intersection of Essex St for a distance of <del>twenty</del> <u>(20) fifty-six (56)</u> feet running in a northerly direction.

\_\_\_\_\_  
Councillor Jennie L. Donahue

**In City Council June 12, 2023:**

Motion to refer to Public Work & Safety by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.