

# CITY COUNCIL MEETING

## AGENDA

July 10, 2023 7:00 pm

City Council Chambers, City Hall

60 Pleasant Street, Newburyport

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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
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 20, 2023 (Approve)
- June 26, 2023 (Approve)

### 8. COMMUNICATIONS

- APPL00149\_07\_10\_2023 20th Annual Chocolate Tour 10/7 12pm-4pm (L&P)
- APPL00150\_07\_10\_2023 Block Party 10 Barton St. 8/19 1pm-7pm (L&P)
- COMM00493\_07\_10\_2023 Whittier Regional Vocational Tech HS FY24 Net Assessment (B&F)
- COMM00494\_07\_10\_2023 Planning Board Advisory Report STRU (P&D/COTW)

### 9. TRANSFERS

- TRAN00163\_07\_10\_2023 School Dept: Nock/Molin Sch Tech Fund \$56,801.81 & (B&F)  
Bresnahan Sch Tech Fund \$71,212.00 to Sch Tech Upgrades \$128,013.81

### 10. APPOINTMENTS

#### *Re-Appointment:*

- APPT00416\_07\_10\_2023 Glenn P. Richards 6 Kent St. Historical Comm. 8/1/2026 (P&D)
- APPT00417\_07\_10\_2023 Charles G. Burkhart 23 Pleasant St. Trust Fund Comm. 8/1/2026

#### *Confirmatory:*

- APPT00418\_07\_10\_2023 Patricia Peknik 4 Dove St. ZBA 7/31/2027 (P&D)
- APPT00419\_07\_10\_2023 Lynn Schow 75 High St. ZBA 7/31/2028 (P&D)
- APPT00420\_07\_10\_2023 Charles S. Palmisano 3 Jefferson Ct. Planning Board 7/31/2026 (P&D)
- APPT00421\_07\_10\_2023 Stephen H. Bradbury III 24 Howard St. Emergency Mgt. Dir. 5/31/2028 (PW&S)

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

### LICENSES & PERMITS

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

### PLANNING & DEVELOPMENT

- APPT00410\_06\_26\_2023 Patricia Peknik 4 Dove St. ZBA 7/31/2024
- APPT00411\_06\_26\_2023 Lynn Schow 75 High St. ZBA 7/31/2024
- ORDR00471\_06\_26\_2023 Deed Acceptance for Conservation Purposes 21 Malcolm Hoyt Dr.

### END OF CONSENT AGENDA

### REGULAR AGENDA

#### 9. MAYOR'S UPDATE

#### 10. FIRST READING APPOINTMENTS

#### 11. COMMUNICATIONS

- APPL00147\_07\_10\_2023 High Street Mile 8/6 9am-10am
- APPL00148\_07\_10\_2023 Misselwood Tour d'Elegance Ferry Wharf Parking Lot 7/22 10am-11:30am

#### 12. TRANSFERS

- ORDR00475\_07\_10\_2023 EP Emergency Preamble for TRAN00162\_07\_10\_2023
- TRAN00162\_07\_10\_2023 Parking: RRFA-Paid Parking Fund \$20,000 to PKG WFT Agreement \$20,000

#### 13. SECOND READING 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

#### 14. ORDERS

- ORDR00473\_07\_10\_2023 Waiver for Asphalt Sidewalk Norman Avenue
- ORDR00474\_07\_10\_2023 Plan Approval Bartlett Mall Improvement Project
- ORDR00476\_07\_10\_2023 EP Emergency Preamble for Anchor Outdoor Seating
- ORDR00476\_07\_10\_2023 Order Approving Anchor Outdoor Seating
- ORDR00477\_07\_10\_2023 EP ACO Contract
- ORDR00477\_07\_10\_2023 ACO Contract

#### 15. ORDINANCES

- ODNC00156\_06\_12\_2023 *1<sup>st</sup> Reading* Amend Ch 13-168 Parking Restriction Fair St.  
*In City Council June 26, 2023: tabled to date certain*  
Motion to approve on 1<sup>st</sup> reading by Councillor Donahue, seconded by Councillor McCauley. Scribner's error noted direction should state "in a southerly". Motion to continue to a date certain, next City Council meeting July 10<sup>th</sup> by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 9 yes, 1 no (JD), 1 absent(CW). Motion passes.

#### 16. COMMITTEE ITEMS

##### Budget & Finance

##### *In Committee:*

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

- ORDR00336\_03\_28\_2022 ARPA Amesbury 250K (COTW)
- ORDR00472\_06\_26\_2023 Streets Sidewalks Loan Order \$6,000,000 (COTW)

**Community Services**

*In Committee:*

- COMM00474\_04\_10\_2023 Newburyport Public Art Policy
- ODNC00157\_06\_12\_2023 Public Art Policy (COTW)

**General Government**

*In Committee:*

- 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:*

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

- APPT00410\_06\_26\_2023 **Patricia Peknik 4 Dove St. ZBA 7/31/2024**
- APPT00411\_06\_26\_2023 **Lynn Schow 75 High St. ZBA 7/31/2024**
- ORDR00471\_06\_26\_2023 **Deed Acceptance for Conservation Purposes 21 Malcolm Hoyt Dr.**
- COMM00486\_05\_22\_2023 Newburyport Comprehensive Economic Development Strategy
- ODNC00141\_02\_27\_2023 Zoning Amendment STRU (COTW)

**Public Works & Safety**

*In Committee:*

- APPT00409\_06\_26\_2023 Roger E. Jones 37 Storeybrooke Dr. Water/Sewer Comm. 7/31/2025
- APPT00413\_06\_26\_2023 Andrew Casson 240 Merrimac St. Harbor Commission 7/31/2026
- 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**

# **CONSENT AGENDA**

# SPECIAL CITY COUNCIL MEETING

## MINUTES

June 20, 2023 7:00 pm

City Council Chambers, City Hall

60 Pleasant Street, Newburyport

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### 1. MOMENT OF SILENCE

### 2. PLEDGE OF ALLEGIANCE

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

### 4. PUBLIC COMMENT

### 5. ORDERS

- **ORDR00453 05 08 2023                      FY2024-2028 Capital Improvement Program (COTW)**

Motion to amend PL05 to reduce to zero by Councillor Cameron, seconded by Councillor Donahue. Roll call vote. 5 yes (EC, JD, AK, CP, BV), 5 no (SZ, BL, JM, CW, HS), 1 absent (MW). Motion fails.

Motion to approve PL08 \$130,000 from Free Cash by Councillor McCauley, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (MW). Motion passes.

Motion to amend PL02 to reduce to 5.4M: 1.4M FY24, 1M FY25, 2M FY26, 1MFY28 by Councillor Lane, seconded by Councillor McCauley. Roll call vote. 6 yes (MW, SZ, JD, BL, JM, CW), 5 no (EC, AK, CP, BV, HS). Motion passes.

Motion to approve PD01 in FY24 by Councillor Lane, seconded by Councillor McCauley. Roll call vote. 8 yes, 3 no (CP, BV, HS). Motion passes.

Motion to amend PK01 to reduce to \$900,000 in FY25, FY26, and FY28 by Councillor McCauley, seconded by Lane. Roll call vote 4 yes (MW, JM, CP, CW), 7 no. Motion fails.

Motion to amend SC01 and SC09 to reduce to zero by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 4 yes (MW, SZ, JM, CW), 7 no. Motion fails.

Motion to approve as amended by Councillor Khan, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.

- **ORDR00452 05 08 2023                      FY2024 Budget Order (COTW)**

Motion\_amend 51122 to reduce to zero by Councillor McCauley, seconded by Councillor Vogel. Roll call vote. 1 yes (JM), 10 no. Motion fails.

Motion to amend 51162 to reduce to zero by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 3 yes (MW, SZ, JM), 8 no. Motion fails.

Motion to amend 51180 to reduce to zero by Councillor Khan, seconded by Councillor Vogel. Roll call vote. 7 yes, 4 no (EC, JD, BL, HS). Motion passes.

5-minute recess.

Motion to approve as amended by Councillor Vogel, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

### 6. GOOD OF THE ORDER

### 7. ADJOURNMENT

Motion to adjourn at 9:14 pm by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes. Motion passes.

# CITY COUNCIL MEETING

## MINUTES

June 26, 2023 7:00 pm

City Council Chambers, City Hall

60 Pleasant Street, Newburyport

\*\*\*\*\*

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Webinar ID: 812 9999 0548

### 1. MOMENT OF SILENCE

### 2. PLEDGE OF ALLEGIANCE

3. **CALL TO ORDER** 7:00 pm City Clerk Richard B. Jones called the roll, the following City Councillors answered present: Zeid, Cameron, Donahue, Khan, Lane, McCauley, Preston, Vogel, Wright, and Shand. 10 present 1 absent (CW).

### 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)

Motion to waive the rules and accept the late files by Councillor Cameron, seconded by Councillor Preston. Roll call vote. 7 yes, 3 no (SZ, BL, JM), 1 absent (CW). Motion fails.

### 5. PUBLIC COMMENT

Nicholas Metcalf 27 Fair St.  
Dillon Thompson 25 Temple St.  
Ed Noymer 8 Dorothy E. Lucey Dr.  
Jane Snow 9 Coffin St.  
Charles Smith 31 Fair St.

### 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., Byfield 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

APPT00412\_06\_26\_2023 removed at the request of Councillor McCauley.

Motion to approve as amended by Councillor Zeid, seconded by Councillor Preston. So voted.

## REGULAR AGENDA

### 9. MAYOR'S UPDATE

Motion to receive & file by Councillor Wright, seconded by Councillor Khan. 10 yes, 1 absent (CW). Motion passes.

### 10. FIRST READING APPOINTMENTS

- APPT00412\_06\_26\_2023 Ryan Kelley 24 School St., Byfield Cultural Council 7/31/2026

Motion to receive & file by Councillor McCauley, seconded by Councillor Zeid. 8 yes, 2 no (EC, BV), 1 absent (CW). Motion passes.

### 11. COMMUNICATIONS

### 12. TRANSFERS

### 13. SECOND READING APPOINTMENTS

### 14. ORDERS

- ORDR00471\_06\_26\_2023 Preservation Restriction 21 Malcolm Hoyt Dr.

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

- ORDR00472\_06\_26\_2023 Streets Sidewalks Loan Order \$6,000,000

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

### 15. ORDINANCES

### 16. COMMITTEE ITEMS

#### Ad Hoc Market Landing Park

##### *In Committee:*

- **ORDR00470 06 12 2023 Market Landing Park Gap Funding for Construction (COTW)**

Motion to remove from committee (Rule 7F) by Councillor Shand, seconded by Councillor Cameron. Roll call vote. 6 yes, 4 no (SZ, BL, JM, MW), 1 absent (CW). Motion passes.

Motion to approve by Councillor Vogel, seconded by Councillor Cameron.

Motion to amend to strike #3 by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 4 yes (SZ, BL, JM, MW), 6 no, 1 absent (CW). Motion fails.

Motion to amend to strike #4 by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 4 yes (SZ, BL, JM, MW), 6 no, 1 absent (CW). Motion fails.

Motion to amend #3 and #4 to reallocate 1.8M of CPA funding for Bartlett Mall project by Councillor McCauley, seconded by Councillor Wright. Roll call vote. 4 yes (SZ, BL, JM, MW), 6 no, 1 absent (CW). Motion fails.

Motion to amend to add language in #3 stating: *Upon the completion of "Phase I" park construction any unused funds from this appropriation and reallocation shall be returned to said Waterfront Culvert Replacement Project account, including any so-called "value engineering" reductions to the total construction cost achieved through Change Orders with the*



contractor by Councillor Shand, seconded by Councillor Vogel. Roll call vote. 10 yes, 1 absent (CW). Motion passes.

Motion to approve as amended by Councillor Vogel, seconded by Councillor Cameron. Roll call vote 6 yes, 4 no (SZ, BL, JM, MW), 1 absent (CW). Motion passes.

## Budget & Finance

### *In Committee:*

- **TRAN00153 05 08 2023**      **Mayor: Multiple \$3,483,773 to Multiple \$3,483,773 (COTW) Revised 6/15/2023**  
Motion to approve collectively OPEB and Compensated Absences by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (CW). Motion passes.  
Motion to approve collectively IT01 and IT02 by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (CW). Motion passes.  
Motion to approve PL03 by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (CW). Motion passes.  
Motion to approve collectively PG01 and FD01 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (CW). Motion passes.  
Motion to approve collectively HW06 and HW08 by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 10 yes, 1 absent (CW). Motion passes.  
Motion to approve PK15 by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 10 yes, 1 absent (CW). Motion passes.  
Motion to approve WA07 by Councillor Zeid, seconded by Councillor Vogel. Motion to table by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 9 yes, 1 no (BV), 1 absent (CW). Motion passes.  
Motion to approve collectively WA08 and SW01 by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 10 yes, 1 absent (CW). Motion passes.  
Motion to approve SC01 by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 8 yes, 2 no (JM, MW), 1 absent (CW). Motion passes.  
Motion to take WA07 off the table by Councillor Zeid, seconded by Councillor Wright. Roll call vote. 10 yes, 1 absent (CW). Motion passes. Motion to approve WA07 on floor by Councillor Zeid, seconded by Councillor Vogel. So voted.
- **TRAN00159 06 12 2023**      **Harbormaster: Harbormaster Retained Earnings \$15K to HBR Assistant Harbormasters \$12,500, HBR Cashman Park Attendants \$2K, & HBR PI Parking Lot Attendants \$500**  
Motion to approve by Councillor Zeid, seconded by Councillor Preston. So voted.
- **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**  
Motion to approve by Councillor Zeid, seconded by Councillor Khan. So voted.
- **TRAN00161 06 12 2023**      **Mayor: ASR Appraisal System \$7K and HLH Sal Public Health Nurse \$10,758.24 Multiple (see attached) \$17,758.24**  
Motion to approve by Councillor Zeid, seconded by Councillor Khan. So voted.
- **ORDR00467 06 12 2023**      **Parking Enforcement Officers Teamster's Union Local 170 Contract**  
Motion to approve by Councillor Zeid, seconded by Councillor Lane. So voted.
- **ORDR00459 06 12 2023**      **Opioid Stabilization Fund**  
Motion to approve by Councillor Zeid, seconded by Councillor Khan. So voted.
- **COMM00488 06 12 2023**      **Memo Annual City Audit FY2022 Financial Statements**  
Motion to receive and file by Councillor Zeid, seconded by Councillor Khan. So voted.
- **ORDR00461 06 12 2023**      **Port Parks Alliance Gift Acceptance \$1,013.65**  
Motion to collectively approve ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466 by Councillor Zeid, seconded by Councillor Khan. So voted.
- **ORDR00462 06 12 2023**      **Anna Jaques Newburyport Pride Gift Acceptance \$2,000**  
Motion to collectively approve ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466 by Councillor Zeid, seconded by Councillor Khan. So voted.
- **ORDR00463 06 12 2023**      **Belleville Improvement Society Gift Acceptance \$4,700**  
Motion to collectively approve ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466 by Councillor Zeid, seconded by Councillor Khan. So voted.

- **ORDR00464 06 12 2023** **Friends of Newburyport Youth Services Gift Acceptance \$23,200**  
Motion to collectively approve ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466 by Councillor Zeid, seconded by Councillor Khan. So voted.
- **ORDR00465 06 12 2023** **Inclusive Playground Gift Acceptance \$8,867.86**  
Motion to collectively approve ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466 by Councillor Zeid, seconded by Councillor Khan. So voted.
- **ORDR00466 06 12 2023** **Children's Health Care Gift Acceptance \$12,500**  
Motion to collectively approve ORDR00461, ORDR00462, ORDR00463, ORDR00464, ORDR00465, ORDR00466 by Councillor Zeid, seconded by Councillor Khan. So voted.
- **ORDR00460 06 12 2023** **Water Sewer Rate (COTW)**  
Motion to approve by Councillor Zeid, seconded by Councillor Khan. So voted.
- 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**  
Motion to approve by Councillor McCauley, seconded by Councillor Preston. So voted.
- **COMM00490 06 12 2023** **Bike Feasibility: Locations, Estimate, March's Hill Bike Park Concept Plan, & Study**  
Motion to receive and file by Councillor McCauley, seconded by Councillor Preston. So voted.
- **ORDR00455 05 08 2023** **ACO Intermunicipal Agreement**  
Motion to approve as amended with revised Exhibit A by Councillor McCauley, seconded by Councillor Zeid. Roll call vote 10 yes, 1 absent (CW). Motion passes.
- **ORDR00468 06 12 2023** **Wheelabrator North Andover Contract**  
Motion to approve by Councillor McCauley, seconded by Councillor Cameron. So voted.
- 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**  
Motion to approve by Councillor Shand, seconded by Councillor Cameron. Roll call vote 8 yes, 2 present (JM, BV) 1 absent (CW). Motion passes.
- 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**  
Motion to collectively approve COMM00487 and APPL00144 by Councillor Vogel, seconded by Councillor Khan. So voted.
- 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**  
Motion to approve by Councillor Cameron, seconded by Councilor Wright. Roll call vote. 10 yes, 1 absent (CW). Motion passes.
- 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**  
Motion to collectively approve COMM00483 and ORDR00469 by Councillor Donahue, seconded by Councillor McCauley. So voted.
- **ODNC00156\_06\_12\_2023**      **Amend Ch 13-168 Parking Restriction Fair St.**  
Motion to approve on 1<sup>st</sup> reading by Councillor Donahue, seconded by Councillor McCauley. Scribner’s error noted direction should state “in a southerly”. Motion to continue to a date certain, next City Council meeting July 10<sup>th</sup> by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 9 yes, 1 no (JD), 1 absent(CW). Motion passes.
- COMM00412\_05\_31\_2022      Ltr Ann Jaronyk 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 10:21 pm by Councillor Zeid, seconded by Councillor Donahue. So voted.

# COMMUNICATIONS

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax

2023 JUN 29 P 1:40

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

**NAME OF EVENT:** 20th Annual Chocolate Tour

Date: October 7, 2023 (Saturday) Time: from 12:00 PM to 4:00 PM

Rain Date: None Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location\*: Start of Tour: First Religious Society Church, 26 Pleasant St.

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

3. Description of Property: Use of sidewalks & Meetinghouse Public  Private

4. Name of Organizer: Central Congregational Church City Sponsored Event: Yes  No

Contact Person Diane Hawkins-Clark

Address: 14 Titcomb St, Newburyport MA 01950 Telephone: 978-465-0533

E-Mail: clarkj@comcast.net Cell Phone: 978-729-2263 (Primary Phone #)

Day of Event Contact & Phone: Diane Hawkins-Clark 978-729-2263

5. Number of Attendees Expected: 100 Volunteers, 300+ Event Ticket Holders

6. MA Tax Number: 222 520 650 EXP 1/2/29 (Central Congregational Church)

7. Is the Event Being Advertised? Yes Local and regional news media, Chamber of Commerce,  
Where? Social Media, Fliers, Banners, Newspapers

8. What Age Group is the Event Targeted to? Families, Adults

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

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

**Not Applicable**

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

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

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

Performers \_\_\_\_\_ Dancing \_\_\_\_\_ Amplified Sound \_\_\_\_\_ Stage \_\_\_\_\_

C. Games /Rides: Adult Rides \_\_\_\_\_ Kiddie Rides \_\_\_\_\_ Games \_\_\_\_\_ Raffle \_\_\_\_\_

Other \_\_\_\_\_ Total # \_\_\_\_\_

Name of Carnival Operator: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

Balloons, minimal trash

**If yes:**

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

**If no:**

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

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

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

# 0 Standard # 0 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:  
Central Congregational Church

2. Name, Address & Daytime Phone Number of Organizer: \_\_\_\_\_  
Diane Hawkins-Clark (Co-Chair) 978-729-2263

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up \_\_\_\_\_  
Diane Hawkins-Clark (Co-Chair) 978-729-2263

4. Date of Event: October 7, 2023 (Saturday) Expected Number of Participants: 300-400 throughout the day

5. Start Time: 12:00 PM Expected End Time: 4:00 PM

6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): \_\_\_\_\_  
20th Annual Event: Ticketholders start at 26 Pleasant St, visiting participating businesses & stores  
Walking to State St, then heading to the Tannery to complete their tour (28-35 stores participating)

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

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

9. Formation Location & Time for Participants: 26 Pleasant St: 12:00 PM

10. Dismissal Location & Time for Participants: 26 Pleasant St, 4:00 PM

11. Additional Parade Information:

• Number of Floats: 0

• Locations of Viewing Stations: None

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

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

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

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

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

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**



**Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplinary 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) *Multidisciplinary 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: Glenn H. Clark

Date: 6/6/23



# 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> Marsh & McLennan Agency LLC One South Jefferson Street Roanoke VA 24011	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Lexington Insurance Company</b>		19437
<b>INSURER B : Lexington Insurance Company</b>		19437
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**  
 P025800 CENTRAL CONGREGATIONAL CHURCH  
 PO BOX 372  
 NEWBURYPORT, MA 01950

JAMESSTEWART

**COVERAGES**                      **CERTIFICATE NUMBER: 321745441**                      **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 B	<b>COMMERCIAL GENERAL LIABILITY</b>  <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		011971558 048409888	1/1/2023 1/1/2023	1/1/2024 1/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						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  DED    RETENTION \$						EACH OCCURRENCE	\$
							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		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)  
Please contact your Insurance Board Agent, Jim Stewart at 413-788-4531 for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.

City of Newburyport as additional insured

### CERTIFICATE HOLDER

### CANCELLATION

The City of Newburyport  
60 Pleasant St  
Newburyport MA 01950

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

AUTHORIZED REPRESENTATIVE

*H. Andrew Perry*



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2023 JUL -5 A 11:46

CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950**BLOCK PARTY APPLICATION**

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

DATE OF REQUEST: 7/3/23**CONTACT INFORMATION**FIRST AND LAST NAMES: Elizabeth MarcusMAILING ADDRESS: 10 Barton St, Newburyport, MA 01950PHONE NUMBER: 978.462.1308E-MAIL ADDRESS: sucrame2001@gmail.com**BLOCK PARTY INFORMATION**BLOCK PARTY DATE: 8/19/23DESIRED STREET CLOSING LOCATION: Barton St between Alter & Barton Cts  
Please indicate cross streets when requesting the closing of street sectionsSTREET TO BE BARRICADED: Barton StDESIRED STREET CLOSING TIME: 1 to 7 PM  
Block Parties should run no later than 10:00 p.m.

**REGULATIONS**

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

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

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

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

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

Applicant signature: Elizabeth B. Marcum Date: 6/30/23

**APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE**

**CITY MARSHALL**  
4 Green Street

**FIRE CHIEF**  
0 Greenleaf Street

**DEPUTY DIRECTOR**  
16A Perry Way

**CITY CLERK**  
60 Pleasant Street

7/31/23

*[Signature]* Lt Steward

*[Signature]*

*[Signature]*

*[Signature]*

City use only:

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_



# Whittier Regional Vocational Technical High School

CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2023 JUL -5 P 2:58

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

Maureen Lynch  
Superintendent  
  
Kara M. Kosmes  
Business Manager  
  
Kevin F. Mahoney  
Treasurer

6/30/2023

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

Dear Ms. Languirand,

On 4/12/2023 the Whittier Regional Vocational Technical High School Committee voted to adopt a final **2023-2024 Gross Budget** in the amount of \$30,431,360.00, which consists of \$26,519,399.00 for the Required Net School Spending as defined under the Ed Reform formula; \$1,690,633.00 for Other Assessments, Assessment Transportation & Community Education; \$695,000.00 for Capital Assessments; \$1,526,328.00 for Other Educational Assessment. The estimated receipts for the school year are \$14,287,607.00, resulting in a **Total Approved Assessment for 2023-2024 at \$16,143,753.00.**

This is to certify that the **2023-2024** net assessment for the **City of Newburyport** is **\$611,670.00.**

NEWBURYPORT		TOTAL DUE
25%	Due August 15, 2023	\$152,918.00
25%	Due November 1, 2023	\$152,918.00
35%	Due February 1, 2024	\$214,085.00
15%	Due April 1, 2024	<u>\$91,749.00</u>
<b>TOTAL:</b>		<b>\$611,670</b>

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

Sincerely,  
Kevin F. Mahoney, Treasurer

Cc: Mayor, President City Council, Town Manager, City Clerk, Chmn. Board of Assessors, Chmn. Finance Committee, Chief Financial Officer, Superintendent of Schools, Whittier Representatives

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

  
\_\_\_\_\_  
Kevin F. Mahoney, Treasurer

**Proposed Zoning Amendment Regarding Short-Term Rental Units (ODNC00141)**  
**Planning Board Report and Recommendations**  
**June 21, 2023**

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In accordance with MGL c.40A s.5, the Planning Board submits to the City Council this report with recommendations concerning ODNC00141, a proposed amendment to the zoning ordinance to allow Short-Term Rental Units (STRUs).

The Planning Board discussed the proposed zoning ordinance amendment in a joint public hearing with the City Council’s Planning and Development Committee on April 19, 2023; and in the Board’s meetings on May 3, May 17, June 7 and June 21, 2023. The Board adopted this report at its meeting on June 21, 2023.

The Planning Board recognizes that it is necessary to adopt zoning regulations to define both the locations where STRUs may be located and the standards for such uses. The Board strongly supports the proposed ordinance’s stated purposes, as follows (emphasis added):

- To define short-term rental use and regulate the use of short-term rentals in the City;
- *With the overall well-being of residents and neighborhoods in mind*, to strike a balance between competing interests such as *the need for long-term rental housing* and the benefits of STRUs; and
- *To minimize the adverse effects on residential properties and neighborhoods* that may arise from residential properties being used as STRUs.

The Board generally supports the overall approach represented by the current proposed ordinance, which contains separate regulations and standards for three classes of STRUs: owner-occupied, investor, and Plum Island. The proposed ordinance appropriately recognizes Plum Island’s distinct history and character as a beach community with numerous seasonal short-term rentals, while being more restrictive of STRUs in mainland residential neighborhoods.

Board members (as well as residents) have raised concerns about the following specific issues with the proposed ordinance:

- Owner-Occupied STRU definition: The proposed ordinance defines “Owner-Occupied STRU” as including “a unit on the same lot as the Operator’s Primary Residence.” An STRU that is a separate unit on the same lot as the owner’s primary residence is not very different in nature or neighborhood impact from an Investor STRU, since an owner of an Investor STRU may live on an adjacent lot to the STRU or nearby in the same neighborhood.
  - The current proposed definition of “Owner Occupied STRU” combines three separate concepts from the 2021-2022 proposed ordinance: “home share,” “limited-share” and “owner-adjacent” units. An STRU that is “a unit on the same lot as the Operator’s Primary Residence” in the current proposal corresponds to the “owner-adjacent rental unit” in the 2021-2022 proposal, but the 2021-2022 proposal would have required the owner to be “personally and physically present overnight” whenever the “owner-adjacent unit” was rented as an STRU.



- If the Operator is not required to be present, a proposed STRU use of a second unit on a lot should be subject to additional scrutiny and perhaps be regulated differently than STRU use of the owner's primary residence. For example, it may be more appropriate to regulate a second unit on an owner-occupant's lot in the same way as an Investor STRU rather than treating it as an owner-occupied unit.
- Owner's absence from Owner-Occupied STRU: When an Owner-Occupied STRU is a second unit on the same lot as the owner's primary residence (as opposed to the unit that is the owner's primary residence), the 120-day allowance for the owner-occupant to be absent from the property blurs the line between owner-occupants and investors.
  - If the definition of Owner-Occupied STRU is changed to apply only to the unit that is owner's primary residence, the 120-day absence allowance could remain.
  - However, if "Owner-Occupied STRU" includes a second unit on the lot, the absence allowance should be reduced or eliminated altogether.
- Off-street parking requirements: The proposed ordinance sets limits on both the number of bedrooms and the number of guests but links the off-street parking requirement only to the number of bedrooms. This creates a potential ambiguity in determining the required number of parking spaces. This ambiguity could be resolved by tying the number of occupants to the number of bedrooms (e.g., two adult occupants per bedroom).

In addition, it is important that the ordinance clarify the intent regarding nonconforming situations with respect to off-street parking. For example, if a two-bedroom single-family dwelling does not already have two off-street parking spaces, does it need to provide only one space for the STRU use (recognizing the existing nonconformity), or does it need to fully conform to the ordinance and provide three spaces (two for the dwelling plus one more for the STRU use)?

- Neighborhood input: The proposed ordinance allows owner-occupied STRUs as of right ("P") in residential districts as well as business districts. This precludes any opportunity for input by neighbors prior to zoning approval of the STRU.
  - Some Planning Board members strongly believe that in the absence of explicit limitations or controls in the zoning ordinance, a formal process for notice to and input from abutters and other neighbors should be required for proposed STRUs in residential neighborhoods. Such a process would reinforce the ordinance's stated purposes of ensuring "the overall well-being of residents and neighborhoods" and "minimiz[ing] the adverse effects on residential properties and neighborhoods that may arise from residential properties being used as STRUs.
  - If a formal process for abutter notice and input is not included as part of the licensing ordinance, these members would oppose allowing any STRUs as of right ("P") in residential neighborhoods. In prior iterations of proposed STRU zoning, broader use of a Special Permit hearing was included, as a means by which to ensure abutter and neighborhood input. However, a primary area of debate relative to STRUs – in residential districts on the mainland, that is – has been the amount of time and process

- required to facilitate any such abutter or neighborhood input – for applicants, staff, and in particular the City’s volunteer boards.
- Conversely, some members do not think any neighborhood input is necessary, nor applicable, if an application satisfies all other codified requirements for operation of an STRU.
  - Treatment of existing STRUs: There are a number of investor-owned STRUs in the residential zoning districts, and also a number of STRUs (both owner-occupied and investor-owned) that do not comply with the off-street parking requirements of the proposed ordinance.
    - Some Planning Board members would like to see an allowance in the ordinance for continued STRU use of investor-owned properties in residential neighborhoods, which could be either a time-limited “amnesty” provision (i.e., a “sunset” provision) or an amnesty tied to the current owner (i.e., not transferable to a future owner).
    - Planning Board members generally oppose continued STRU use when off-street parking is not provided, for both owner-occupied and investor units.
    - Some Planning Board members do not agree with the concept of granting amnesty for any unit that does not comply with all provisions of the ordinance as ultimately enacted.
  - Special permit findings and criteria: The Planning Board recommends that the ordinance provide guidance to the Zoning Board of Appeals with respect to required findings for granting a special permit.
    - Sec. X-H.7.A.(7) requires a finding that “The requested use will not, by its addition to a neighborhood, cause an excess of that particular use that could be detrimental to the character of said neighborhood.” The ordinance should include a measurement or other guidance to assist the ZBA in making this finding. Examples could include (a) a limitation of one or two STRUs per block face, (b) a minimum separation of 300 feet between any two STRUs, or (c) an absolute cap on the number of STRUs in the City. These could be either established as absolute standards in the ordinance, or provided as presumptions for the ZBA to use in finding that granting a special permit for a particular property would or would not result an “excess” of STRUs in the neighborhood.
    - Sec. X-H.7.A.(2) requires a finding that “The requested use is essential and/or desirable to the public convenience or welfare.” The ordinance should include a general statement regarding the public benefits of STRUs in residential and business districts to which the ZBA can refer in making this finding.
    - Another criterion to consider in the granting of an STRU special permit could include a history of operation without issues or complaints.
  - Licensing and enforcement: Although the Planning Board’s purview is limited to advising the Council on the zoning ordinance, the issue of enforcement – and thus the licensing ordinance – is inextricable from the zoning discussion. There is a concern that the City does

not have the resources to respond effectively and expeditiously to ordinance and license violations or to neighbor complaints, particularly on weekends when problems may be more likely. Board members believe that two steps are necessary before the zoning ordinance is amended to permit STRUs:

- (1) A licensing ordinance with strong monitoring and enforcement provisions must be enacted, and
- (2) The City must provide the necessary resources (financial and/or staffing) to effectively monitor STRUs and enforce the applicable zoning and licensing requirements.

The Planning Board recommends that the above issues be further reviewed and addressed before a final ordinance is enacted.

# **TRANSFERS**



# CITY OF NEWBURYPORT FY 2024

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## TRANSFER/APPROPRIATION REQUEST - 7 A 8:04

**Department:** School Department

**Submitted by:** Sean Gallagher, Superintendent

**Date Submitted:** 7/10/2023

**Transfer From:**

Account Name:	<u>Nock/Molin School Technology Fund</u>	Balance:	\$ 181,719.24
Account Number:	<u>8286-59600</u>	Category:	\$ -
Amount:	<u>\$56,801.81</u>	Trans I/O:	\$ (68,280.76)

**Why Funds Are Available:**

In May 2016, the City established technology funds for the Nock/Molin and Bresnahan Schools as part of the two school building projects with an appropriation of \$250,000 for each school.

**Transfer From:**

Account Name:	<u>Bresnahan School Technology Fund</u>	Balance:	\$ 154,861.67
Account Number:	<u>8285-59600</u>	Category:	\$ -
Amount:	<u>\$71,212.00</u>	Trans I/O:	\$ (95,138.33)

**Why Funds Are Available:**

In May 2016, the City established technology funds for the Nock/Molin and Bresnahan Schools as part of the two school building projects with an appropriation of \$250,000 for each school.

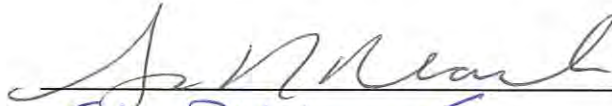
**Transfer To:**

Account Name:	<u>School Technology Upgrades</u>	Balance:	\$ -
Account Number:	<u>New Account</u>	Category:	\$ -
Amount:	<u>\$128,013.81</u>	Trans I/O:	\$ -

**Why Funds Are Needed:**

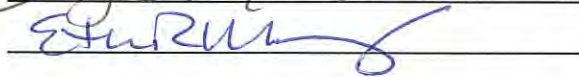
To be used for computer replacements at the Molin Upper Elementary School (165 devices) and Bresnahan Elementary School (207 devices). The technology funds were utilized to purchase the devices that are planned for replacement.

Sean R. Reardon, Mayor:



Date: 7/7/2023

Ethan R. Manning, Auditor:



Date: 7/6/2023

City Council Action:

**APPOINTMENTS  
FIRST READING**



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2023 JUN 26 A 11:36

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: July 10, 2023  
Subject: Re-Appointment

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

Glenn P. Richards  
6 Kent Street  
Newburyport, MA 01950

### Objective

---

Volunteer Member of the Newburyport Historical Commission

### General

---

Strong analytical and problem solving skills.  
Able to communicate effectively with both "technical" types and "creative" types and 'translate' between the two.  
Exceptional written communication skills, including extensive newsletter production and editing.  
Outstanding ability to build, repair and maintain positive customer relationships  
Can work effectively independently and as a member of a team.  
Highly creative and imaginative.

### Management & Project Management

---

Currently serve as Chairperson of the Newburyport Historical Commission  
As Business Analyst, translated business requirements into technical specifications for web-based applications.  
Managed an extensive intranet site, coordinating product taxonomy and content to support new product launches.  
Led a Field Communications team to develop and deliver advanced communications to support field sales.  
Developed and produced interactive multimedia training programs, audio programs  
Created content for and edited newsletters, both paper-based and web-based  
Developed and delivered classroom and multimedia based training programs for Lotus field sales and support.  
As Manager of Video Operations, was responsible for production staff and facilities with a \$2 million budget.

### Creative

---

Designed and executed custom Federal-period woodwork for ca. 1786 home.  
Designed the format for internal newsletters which became a company standard.  
Designed & created graphic art and computer graphic images to communicate abstract or technical subject matter.  
Developed and produced content for audio-based education and informational series.  
Scriptwriter/Producer/Director/Editor for corporate videotape & broadcast production.  
Created original MIDI-based electronic music composition for public performance.

### Technical & Engineering

---

Extensive background in analog, digital and computer electronics and telecommunications, including both hardware and software diagnostics and correction.  
Participated in the design and execution of web applications.  
Designed, engineered, installed and maintained a corporate video facility.  
Author of five technical training manuals and several technical training workbooks.

### Work History

---

- 2016-** Retired. Studied Federal period design using source materials such as *The American Builder's Companion* (1787, Asher Benjamin); works by Wendell Garrett, John Mead Howells, etc.  
Collaborated with restoration mason Richard Irons to rebuild a 18<sup>th</sup> century fireplace and "beehive" oven.  
Collaborated with builder John Jednak to restore original period fenestration to circa 1786 home, including custom moulding design, fabrication and installation.  
Studied Newburyport history with Currier's history, Newburyport Public Library Archival Center, etc.  
Studied "Preservation Briefs" from the U.S. National Park Service, especially re.historic mortars and plasters, repair and preservation of windows, and improvement of energy efficiency of antique properties.  
Conducted historical research at the Essex Registry of Deeds to trace a home's 'genealogy.'  
Attended workshops and lectures on maintenance of historic property, cooking with fireplaces and brick ovens, etc.
- 1996-2015 IBM Corp.** Communications Team Lead; Intranet Managing Editor; Information Architect.
- 1989-1995 Lotus Development Corp.** Sales Education Project Manager; Solution Selling trainer/coach; Instructional Media Designer and producer.
- 1979-1989 Wang Laboratories, Inc.;** Customer Engineer; Video Producer; Video Production Manager; Computer-Based Training Developer.
- 1974-1979 IBM Corp., New York City;** Field Customer Engineer; received "IBM Means Service" award; assigned to train and evaluate new hires.

### Education

---

MS Media Management program; Fitchburg State College.  
Instructional Media Design Certificate program participant; Worcester State College  
BA Music with Honors (Electronic Music/Composition), Brooklyn College (CUNY), 1978.  
Training and/or certifications in Solution Selling, Graphic Design, Instructional Media Design.





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

RECEIVED  
CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUN 30 A 9:36

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: July 10, 2023  
Subject: Appointment

-----  
I hereby appoint, subject to your approval, the following named individual as a member of the Trust Fund Commission. This term will expire on August 1, 2026.

Charles G. Burkhart  
23 Pleasant Street, Unit 307  
Newburyport, MA 01950



## CHARLES G. BURKHART

603-553-6376    [cgburkhart@me.com](mailto:cgburkhart@me.com)    23 Pleasant St., Unit 307, Newburyport, MA 01950

### Profile

Ability to work in fast paced environment. Effective time management and problem solving skills. 22 years retail experience. Strong customer service skills.

### Experience

#### **City of Newburyport. Newburyport Police Station Facilities Manager March 2022-present**

All aspects of building maintenance, repairs and renovations.

#### **Anna Jacques Hospital, 25 Highland Ave, Newburyport, MA 01950. March 2021-March 2022**

Environmental Services/Housekeeping. Maintain hallways, common areas and public restrooms. Polish floors. Clean and disinfect Covid rooms, ICU, and Cardiac care. Interact with patients

#### **JCPENNEY CORPORATION, 210 ANDOVER ST, PEABODY, MA 01960 1998 – MARCH 2021**

Visual merchandiser. Recommended, selected and helped locate merchandise based on customer needs and desires. Execute planograms. Communicated all merchandise needs or issues to appropriate manager. Determined appropriate floor space needs for each home/store category and allocated space accordingly. Directed merchandising plans for seasonal product as needed; emphasized imperative Holiday gift-giving timeframe. Supported all teams while colleagues were on personal leave and ensured business needs were met while handling new challenges; received positive feedback during that time and quarterly department

#### **SHEAR IMAGE HAIR SALON, DRACUT, MA 1995-PRESENT**

Multicertified hairstylist with a passion for delivering hair artistry and service excellence exceeding client expectations. Blend creativity, vision and skill with strengths in achieving custom cut, color and design solutions meeting client needs

### Education

Bradford College, Bradford MA – BFA - 1993

Middlesex Community College, Lowell MA Associates Degree - 1991

Middlesex Community College, Lowell MA Certificate in Small Business Management 1997

References available upon request



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: Confirmatory Re-Appointment

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUL -6 P 1:31

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, 2027.

Patricia Peknik  
4 Dove Street  
Newburyport, MA 01950

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 Nomocracy 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: Confirmatory Re-Appointment

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUL -6 P 1:31

---

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, 2028.

Lynn Schow  
75 High Street  
Newburyport, MA 01950

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, Zamarrilla 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  
Subject: Confirmatory Appointment

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2023 JUL -7 A 8:04

-----  
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, 2026.

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

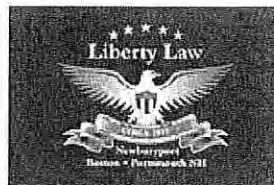
- Residential Mortgages
- Purchase and Sales for Buyers and Sellers
- Commercial Buyer/Seller Representation
- Condominium Conversions
- Conveyancing and Closings


## 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](mailto: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

-----  
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**

<u>Estimated Costs</u>	<u>FY2024</u>	<u>FY2025</u>
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>29,624</b>	<b>34,230</b>
<b>% of Total Program Cost</b>	<b>31.0%</b>	<b>35.0%</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>66,090</b>	<b>63,571</b>
<b>% of Total Program Cost</b>	<b>69.0%</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.

**END OF CONSENT AGENDA**

**BEGINNING OF REGULAR AGENDA**

**APPOINTMENTS  
SECOND READING**



# Second Reading Appointments

**July 10, 2023**

- 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

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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

# COMMUNICATIONS

**NEWBURYPORT SPECIAL EVENT APPLICATION**

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Tel.

Fax.

(For Parades, Road Races and Walkathons Only - Please complete page 3 of this application) 5!

- NAME OF EVENT:** High Street Mile  
8/6/2023 (or the same day as  
 Date: yankee homecoming parade) Time: from 9 to 10  
 Rain Date: NA Time: from \_\_\_\_\_ to \_\_\_\_\_
2. Location: High St, Newburyport by Atkinson Common
3. Description of Property: Road Public  Private \_\_\_\_\_
4. Name of Organizer: Winner's Circle Running Club City Sponsored Event: Yes \_\_\_\_\_ No   
 Contact Person Aileen Smolski  
 Address: 160 Whitehall Rd, Amesbury MA Telephone: 413-221-7606  
 E-Mail: aileensmolski@gmail.com Cell Phone: \_\_\_\_\_  
 Day of Event Contact & Phone: Sames as above
5. Number of Attendees Expected: approximately 500
6. MA Tax Number: 04-2767835
7. Is the Event Being Advertised?  Yes \_\_\_\_\_ Where? Businesses, social media, email
8. What Age Group is the Event Targeted to? All
9. Have You Notified Neighborhood Groups or Abutters? Yes \_\_\_\_\_ No , Who? \_\_\_\_\_

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

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

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



**If yes:**

- a) How many trash receptacles will you be providing? 3
- b) How many recycling receptacles will you be providing? 1
- c) Will you be contracting for disposal of: **Trash** Yes  No  **Recycling** Yes  No
- i. If yes, size of dumpster(s): **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- ii. Name of disposal company: **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes  No
- iv. If no, where will the trash & recycling be disposed? \_\_\_\_\_

**If no:**

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

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

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

# 3 Standard # 1 ADA accessible

Name of company providing the portable toilets: TBD

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

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

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

Winner's Circle Running Club

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

Traci Michel/ 88 Monroe St, Amesbury MA / 774-242-2949

Aileen Smolski/ 160 Whitehall Rd, Amesbury MA/ 413-221-7606

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up Race Organizers (see above)

4. Date of Event: 8/7/2022 or same day as YH parade Expected Number of Participants: 500

5. Start Time: 9 Expected End Time: 10

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

High Street, 1 mile race starting at Atkinson Common

7. Locations of Water Stops (if any): End of Race

8. Will Detours for Motor Vehicles Be Required? Yes If so, where? High St/Moseley Ave, Newburyport HS

9. Formation Location & Time for Participants: \_\_\_\_\_

10. Dismissal Location & Time for Participants: \_\_\_\_\_

11. Additional Parade Information:

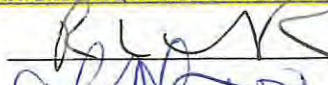
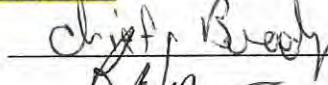

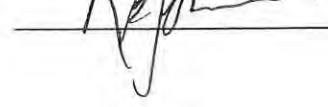
• Number of Floats: \_\_\_\_\_

• Locations of Viewing Stations: \_\_\_\_\_

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

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

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

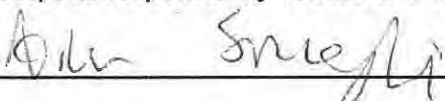
CITY MARSHAL		4 Green St.	FIRE CHIEF		0 Greenleaf St.
DEPUTY DIRECTOR		16A Perry Way	CITY CLERK		60 Pleasant St.

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

**13-101 Enforcement**

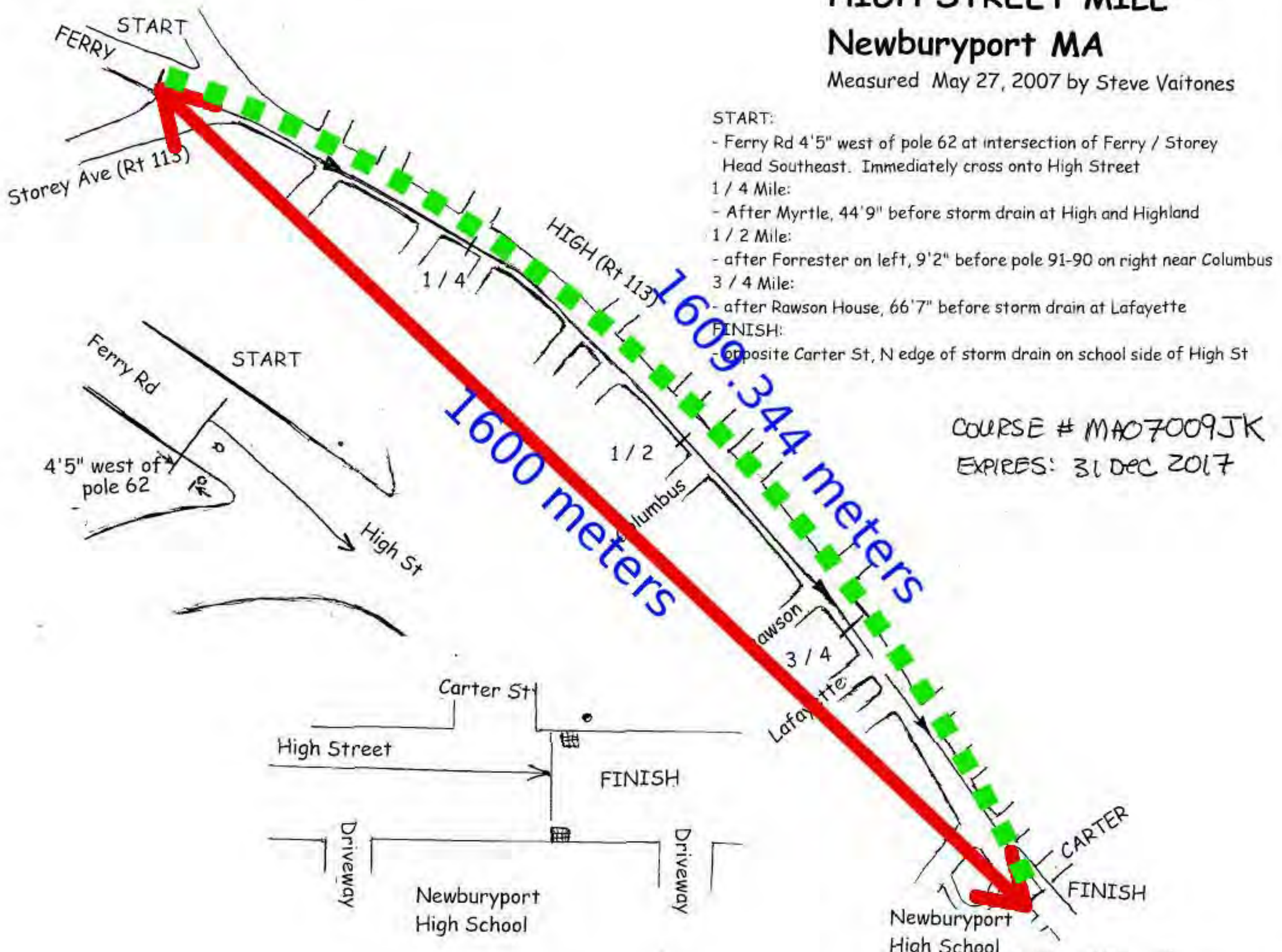
- (a) *"Regulations"* Consistent with this ordinance, the city shall promulgate regulations to enforce and otherwise implement the provisions of this ordinance upon passage by the City Council. Any event previously approved by City Council shall be deemed permitted.
- (b) *"Warning"* In the circumstance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

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

**Signed:** Aileen Smolski  **Date:** 5/23/23

# HIGH STREET MILE Newburyport MA

Measured May 27, 2007 by Steve Vaitones





## 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:** Misselwood Tour d' Elegance

Date: Sat. July 22, 2023 Time: from 10am to 11:30am  
 Rain Date: NA Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location\*: Ferry Wharf Parking Lot  
 \*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: parking lot Public  Private \_\_\_\_\_

4. Name of Organizer: Endicott College City Sponsored Event: Yes \_\_\_\_\_ No   
 Contact Person Daven Stewart  
 Address: 376 Hale St. Beverly, MA Telephone: 978-232-2347  
 E-Mail: dstewart@endicott.edu Cell Phone: 978-828-5951  
 Day of Event Contact & Phone: same

5. Number of Attendees Expected: 125-135 ppl / 50-55 Classic Cars

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

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

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

9. Have You Notified Neighborhood Groups or Abutters? Yes \_\_\_\_\_ No  Who? \_\_\_\_\_

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

No A. Vending\*: Food \_\_\_\_\_ Beverages \_\_\_\_\_ Alcohol \_\_\_\_\_ Goods \_\_\_\_\_ Total # of Vendors 0  
 \*If checked, signature from Health Director required (Page 3)

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

No 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? 2
- b) How many recycling receptacles will you be providing? 2
- 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 ? At Lindicott

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

# **TRANSFERS**



# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### **ORDERED:**

#### **EMERGENCY PREAMBLE**

Pursuant to Charter Section 2-9 (b) and as further defined in Section 1-7(7) an emergency exists due to the fact that the matter referenced in TRAN00162\_07\_10\_2023, a fiscal year 2023 transfer from the Downtown Paid Parking Fund to the Parking Budget, is time sensitive as MGL Ch. 44, Sec. 33B requires action on prior-year transfers within 15 days of the new fiscal year.

Therefore, the City Council hereby affirmatively declares that an emergency exists such that TRAN00162\_07\_10\_2023 be voted upon at its first introduction to this Council.

---

Councillor Sharif I. Zeid



**CITY OF NEWBURYPORT  
FY 2023**

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

**TRANSFER/APPROPRIATION REQUEST**

2023 JUN 29 P 1:30

**Department:** Parking

**Submitted by:** Richard B. Jones, City Clerk

**Date Submitted:** 7/10/2023

**Transfer From:**

Account Name:	RRFA - Paid Parking Fund	Balance:	\$ 779,067.71
Account Number:	2739-59610	Category:	\$ -
Amount:	\$20,000.00	Trans I/O:	\$ (161,909.86)

**Why Funds Are Available:**

This fund is a receipts reserved for appropriation account. Funding sources include parking meter collections, violations and permits generated from the Downtown Paid Parking Program.

**Transfer To:**

Account Name:	PKG Waterfront Trust Agreement	Balance:	\$ (20,000.00)
Account Number:	01293002-53002	Category:	\$ 1,205.92
Amount:	\$20,000.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

A deficit exists due to an increase in the Waterfront Trust Agreement. It was budgeted at \$70,000, but the final agreed amount came to \$90,000, which is reflected in the FY'24 approved budget. There is currently a balance of \$1,205.92 in the Purchase of Services category, however this will run negative when accounting for all year-end bills and encumbrances. Any balance remaining from this transfer will close back to the Paid Parking Fund.

Sean R. Reardon, Mayor:

Date: 6/29/2023

Ethan R. Manning, Auditor:

Date: 6/29/2023

City Council Action:

# ORDERS

# CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

July 10, 2023

## **An Order to Allow a Waiver for an Asphalt Sidewalk on Norman Avenue**

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

<b>Chapter 12</b>	Streets, Sidewalks and Other Public Places
<b>Article III</b>	Sidewalks
<b>Section 54</b>	Street, way or grounds specification
<b>Subsection (b)</b>	Sidewalk material

Pursuant to Section 12-54(b) which states as follows:

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

**The City Council of the City of Newburyport** hereby grants a waiver to use asphalt as an alternative material for the sidewalk located on or about 7 Norman Avenue.

---

Councillor James J. McCauley

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

July 10, 2023

**WHEREAS**, on September 27, 2022, the City Council, upon the recommendation of the Community Preservation Committee, appropriated \$2,574,000 by and through ORDR00355\_05\_09\_2022, and

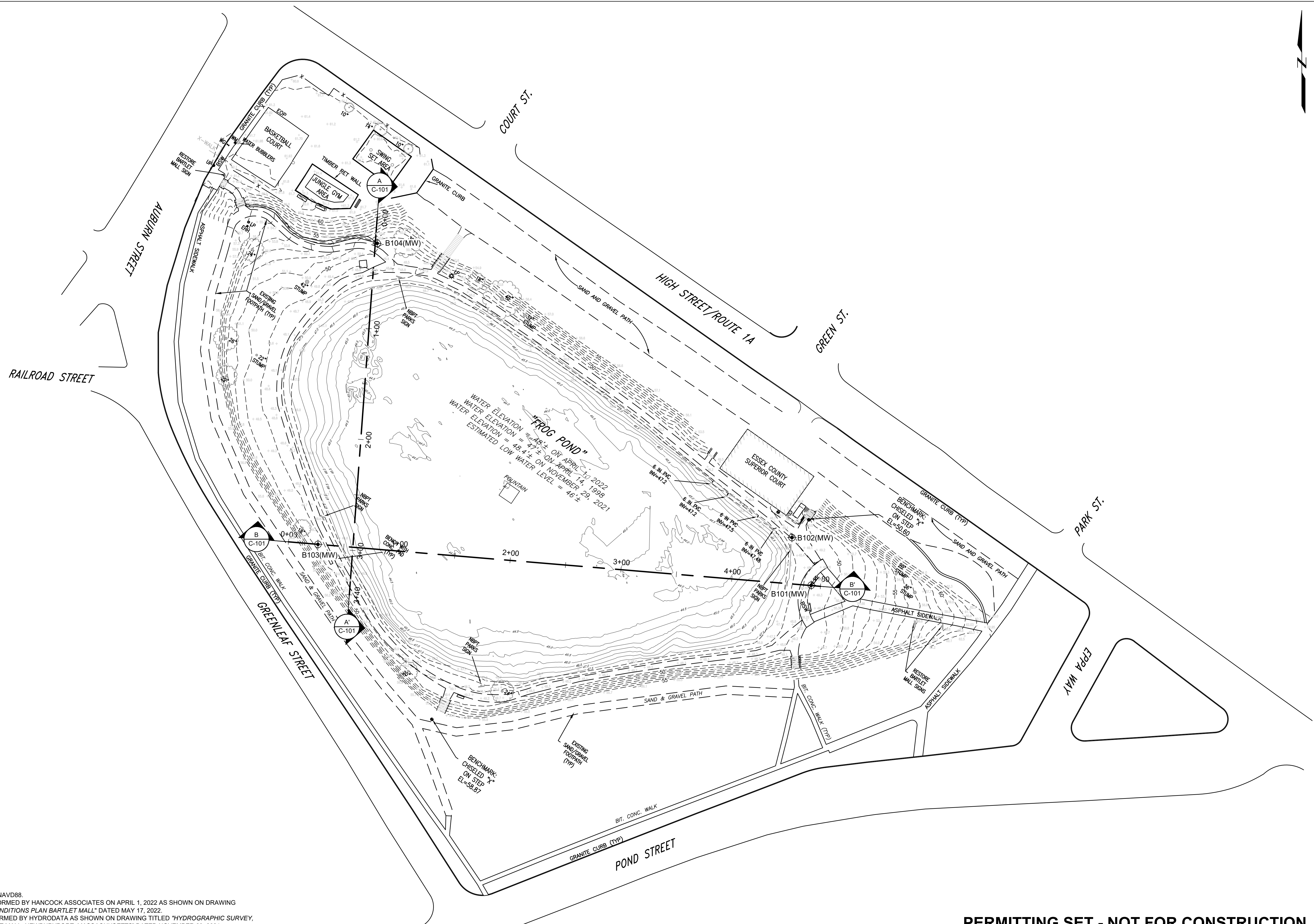
**WHEREAS**, this appropriation was subject to a final plan being presented to the Council for approval, and

**WHEREAS**, the plan is in final form without any substantial changes anticipated and is attached hereto and incorporated herewith and marked "Exhibit A".

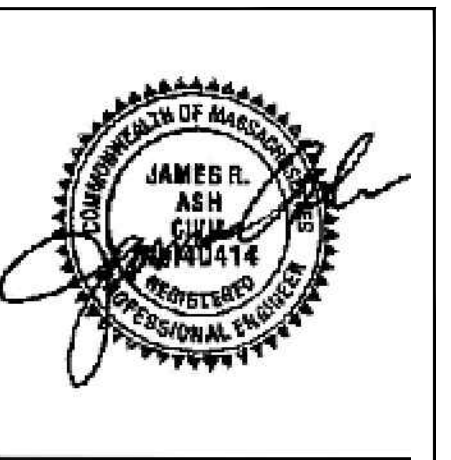
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWBURYPORT** hereby approves said plan in accordance with the requirement of ORDR00355\_05\_09\_2022 for the purpose of payment of costs of the Bartlet Mall Frog Pond Improvements project, including the payment of all costs incidental and related thereto.

---

Councilor Sharif I. Zeid



- LEGEND:**
- MONITORING WELL, GEI 2021
  - SEWER MANHOLE
  - DRAIN MANHOLE
  - CATCH BASIN
  - LIGHT POLE
  - UTILITY POLE
  - HYDRANT
  - SIGN
  - TRAFFIC SIGNAL
  - DRINKING FOUNTAIN
  - TC TOP OF CURB
  - BC BOTTOM OF CURB
  - BIT. BITUMINOUS
  - CONC. CONCRETE
  - CLF CHAIN LINK FENCE
  - DECIDUOUS TREE
  - CHAIN LINK FENCE



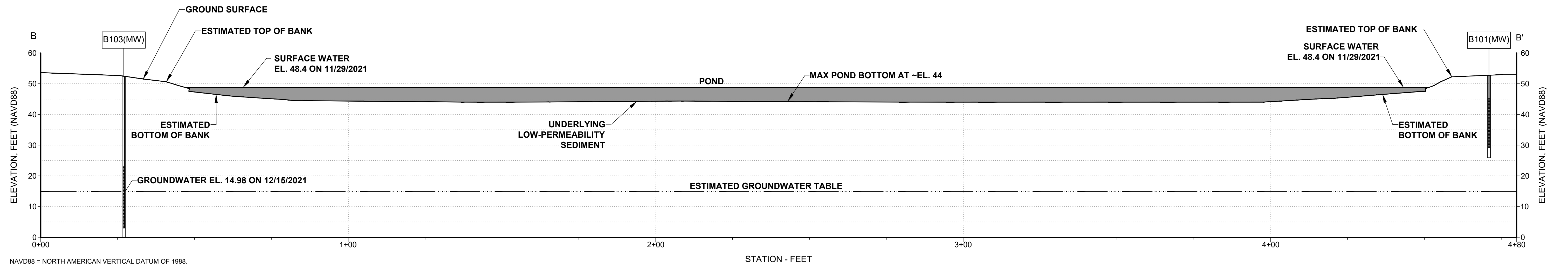
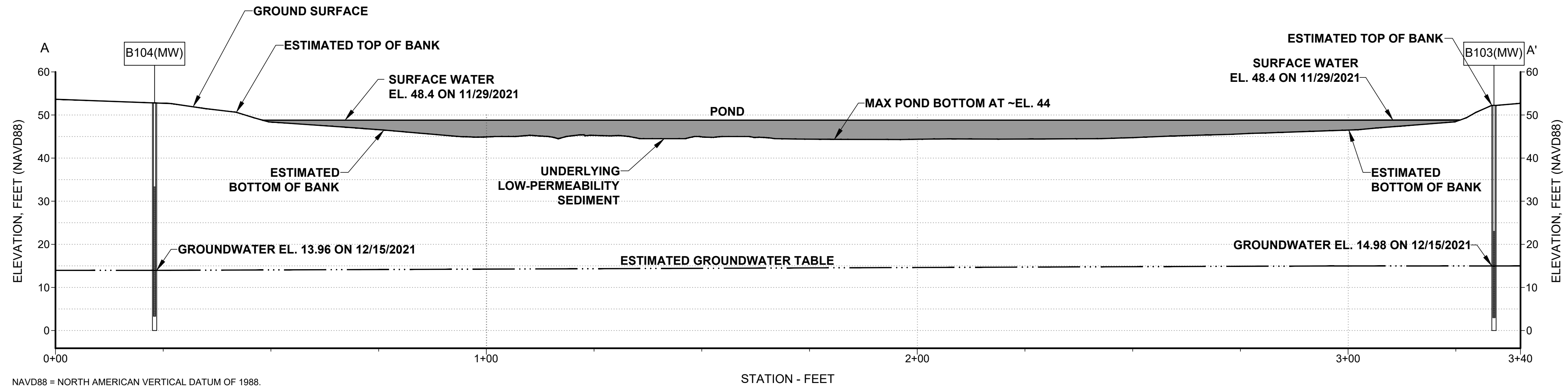
**SOURCE:**

1. ELEVATION DATUM: NAVD88.
2. FIELD SURVEY PERFORMED BY HANCOCK ASSOCIATES ON APRIL 1, 2022 AS SHOWN ON DRAWING TITLED "EXISTING CONDITIONS PLAN BARTLET MALL" DATED MAY 17, 2022.
3. BATHYMETRY PERFORMED BY HYDRODATA AS SHOWN ON DRAWING TITLED "HYDROGRAPHIC SURVEY, FROG POND, BARTLET MALL, NEWBURYPORT, MASSACHUSETTS" DATED NOVEMBER 29, 2021.

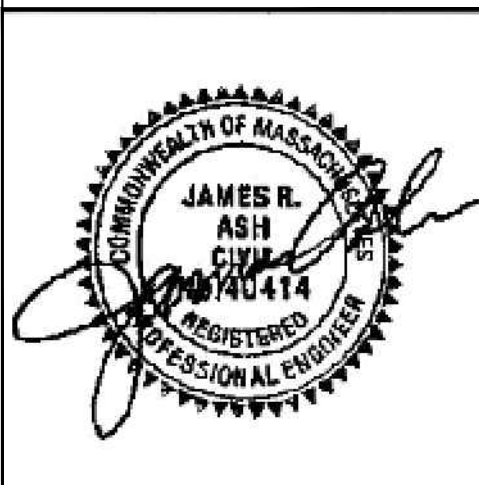
**PERMITTING SET - NOT FOR CONSTRUCTION**

	CITY OF NEWBURYPORT 60 PLEASANT STREET NEWBURYPORT, MA 01950	 GEI CONSULTANTS, INC. 400 UNICORN PARK DRIVE WOBURN, MA 01801 (781)721-4000	REVISIONS	REVISIONS	REVISIONS	Designed By: D.E.	SCALE: 1" = 40' 	<b>BARTLET MALL RESTORATION PROJECT</b>  <b>EXISTING CONDITIONS</b>	Sheet No.  <b>C-100</b>								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Rev No</th> <th>Date</th> <th>Drawn</th> <th>Chkd</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>REVI</td> <td>06/16/23</td> <td>D.E.</td> <td>K.W.</td> <td>DRAWING SET FOR NOTICE OF INTENT</td> </tr> <tr> <td>REVO</td> <td>04/14/23</td> <td>D.E.</td> <td>K.W.</td> <td>DRAWING SET FOR NOTICE OF INTENT</td> </tr> </tbody> </table>		Rev No	Date	Drawn	Chkd				Description	REVI	06/16/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT	REVO	04/14/23
Rev No	Date	Drawn	Chkd	Description													
REVI	06/16/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT													
REVO	04/14/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT													

MORIN, JOE B. Working\NEWBURYPORT, MA, CITY OF\21013333, Bartlett Mall Frog Pond\00\_CADD\Design\GISD\Permit\C-100\_2101333-EG.dwg - 6/19/2023

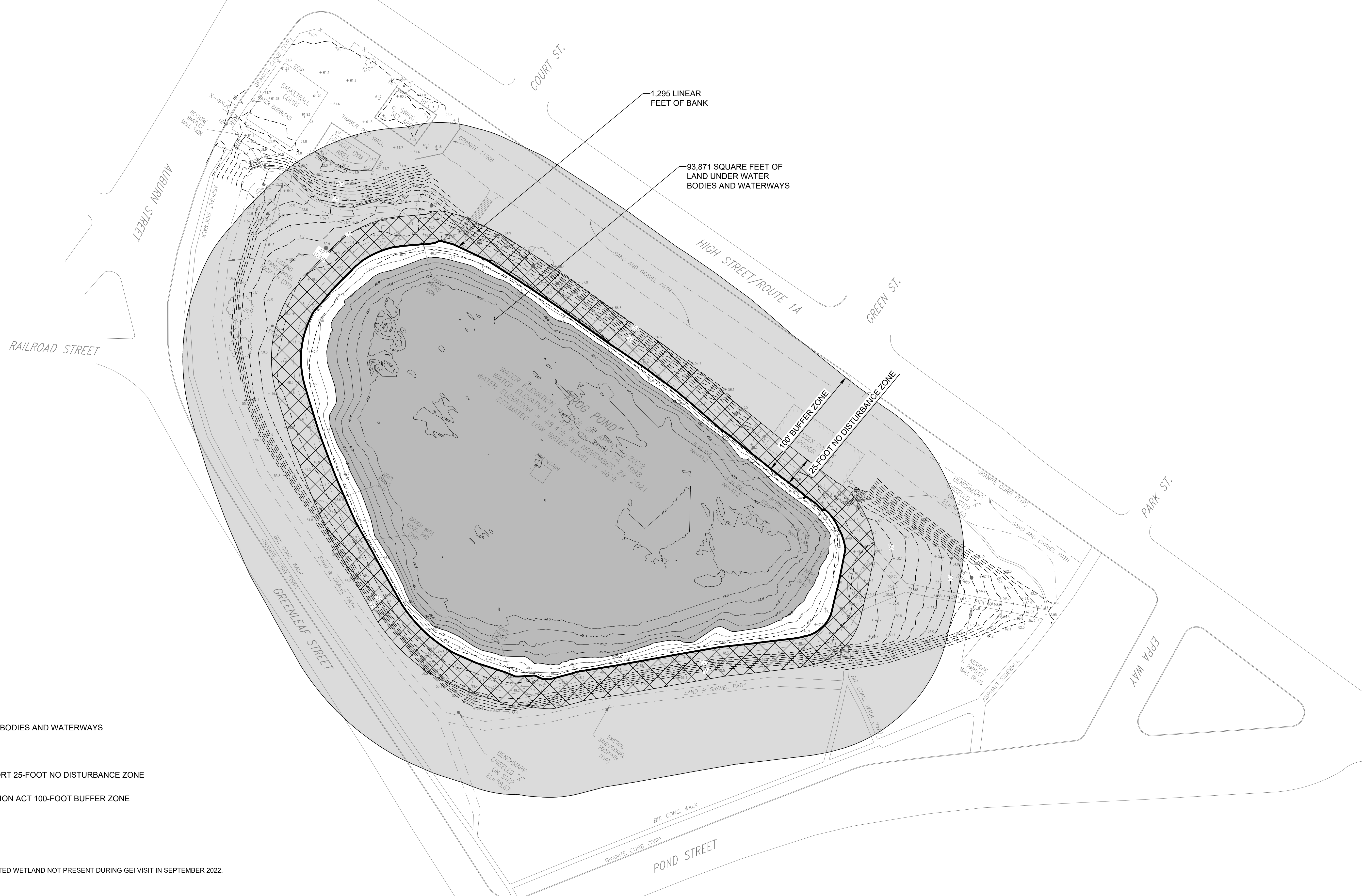


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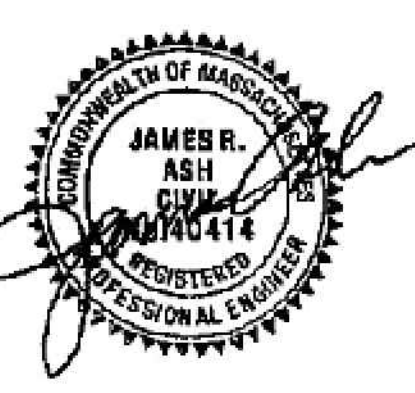


**PERMITTING SET - NOT FOR CONSTRUCTION**

<p>CITY OF NEWBURYPORT 60 PLEASANT STREET NEWBURYPORT, MA 01950</p>	<p><b>GEI</b> Consultants GEI CONSULTANTS, INC. 400 UNICORN PARK DRIVE WOBURN, MA 01801 (781)721-4000</p>	<table border="1"> <tr> <th>Rev No</th> <th>Date</th> <th>Drawn</th> <th>Chkd</th> <th>Description</th> </tr> <tr> <td>REVI</td> <td>06/16/23</td> <td>D.E.</td> <td>K.W.</td> <td>DRAWING SET FOR NOTICE OF INTENT</td> </tr> <tr> <td>REVO</td> <td>04/14/23</td> <td>D.E.</td> <td>K.W.</td> <td>DRAWING SET FOR NOTICE OF INTENT</td> </tr> <tr> <td colspan="5">Revisions</td> </tr> </table>	Rev No	Date	Drawn	Chkd	Description	REVI	06/16/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT	REVO	04/14/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT	Revisions					Designed By: D.E.  Checked By: K.W.  Date: 04-14-2023	<p><b>BARTLETT MALL RESTORATION PROJECT</b></p> <p><b>EXISTING CONDITIONS SECTIONS</b></p>	Sheet No.  <p><b>C-101</b></p>
		Rev No	Date	Drawn	Chkd	Description																			
REVI	06/16/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT																					
REVO	04/14/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT																					
Revisions																									
City of Newburyport logo and address		GEI Consultants logo and address		Project title and sheet number																					



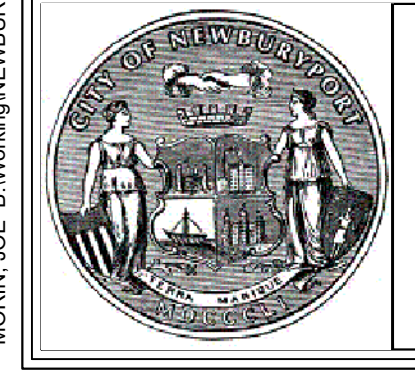
- LEGEND:**
- APPROXIMATE LAND UNDER WATER BODIES AND WATERWAYS
  - TOP OF BANK
  - APPROXIMATE CITY OF NEWBURYPORT 25-FOOT NO DISTURBANCE ZONE
  - APPROXIMATE WETLANDS PROTECTION ACT 100-FOOT BUFFER ZONE



**NOTES:**  
 1. BORDERING VEGETATED WETLAND NOT PRESENT DURING GEI VISIT IN SEPTEMBER 2022.

**SOURCE:**  
 1. ELEVATION DATUM: NAVD88.  
 2. FIELD SURVEY PERFORMED BY HANCOCK ASSOCIATES ON APRIL 1, 2022 AS SHOWN ON DRAWING TITLED "EXISTING CONDITIONS PLAN BARTLET MALL" DATED MAY 17, 2022.  
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CITY OF NEWBURYPORT  
 60 PLEASANT STREET  
 NEWBURYPORT, MA 01950

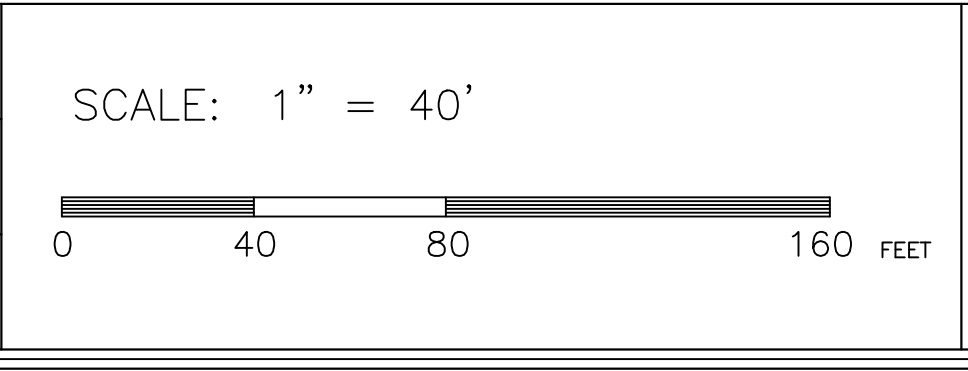


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REVI	06/16/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT
REVO	04/14/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT
Revisions				

Designed By:  
D.E.

Checked By:  
K.W.

Date:  
04-14-2023



**BARTLET MALL RESTORATION PROJECT**

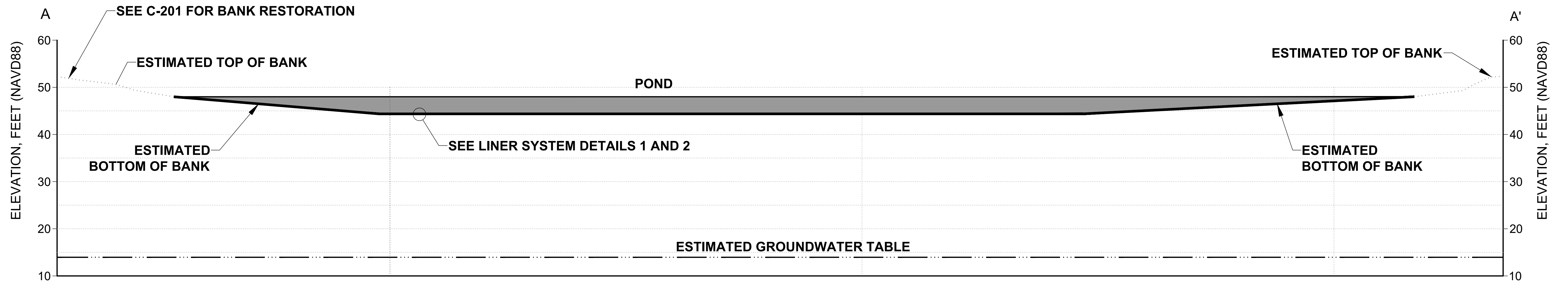
**RESOURCE AREAS**

Sheet No.  
**C-102**

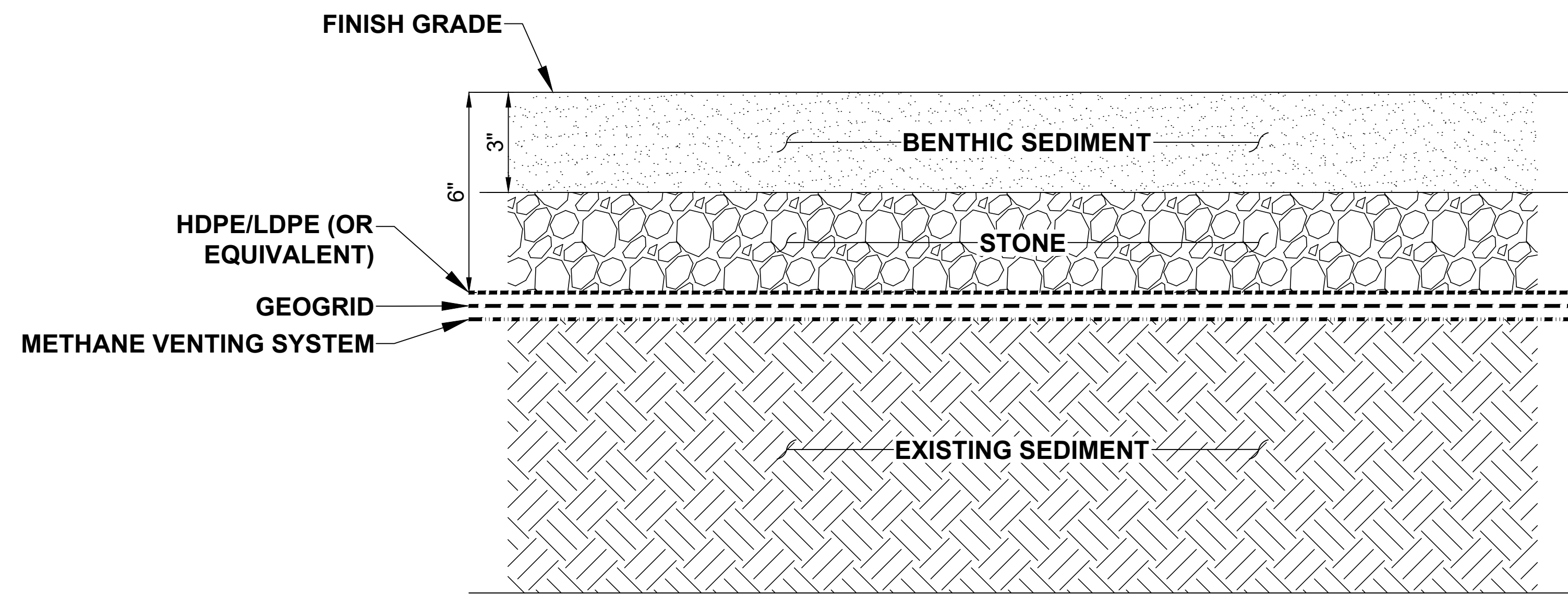
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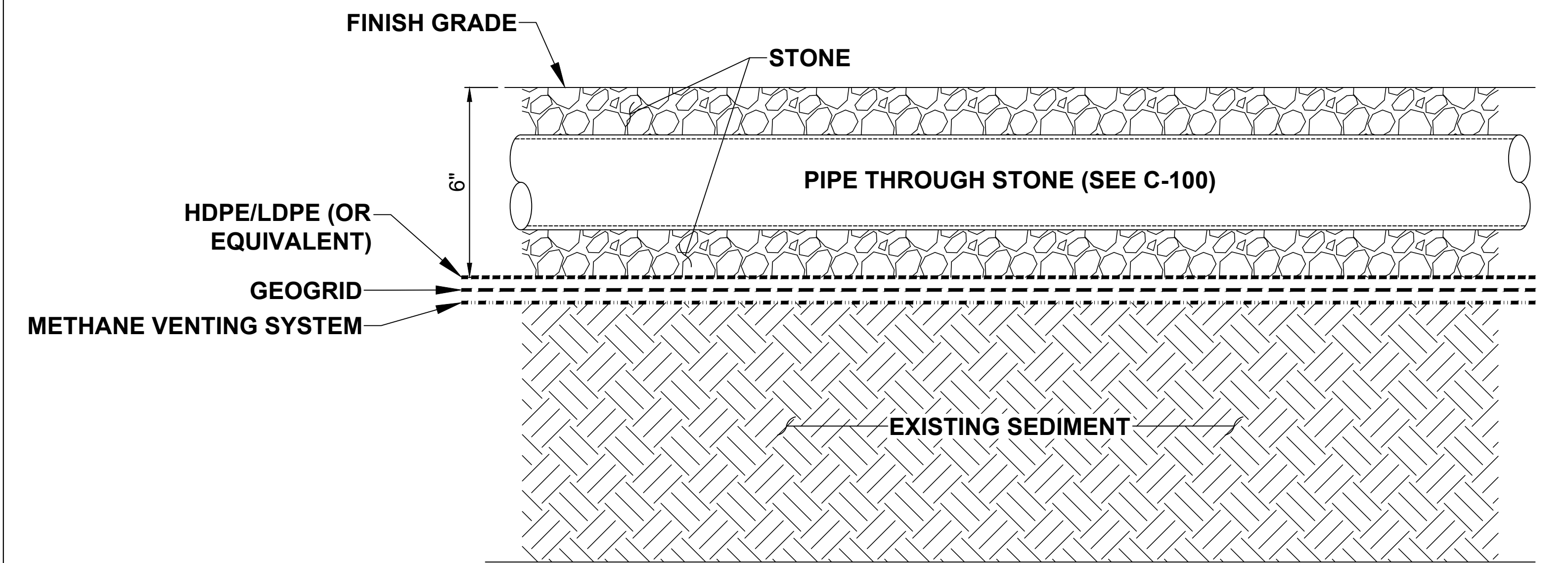




NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988.

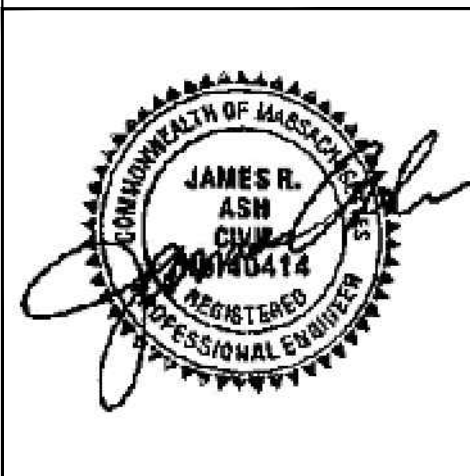


1 TYPICAL DETAIL  
C-104 LINER SYSTEM DETAIL NO SCALE



2 TYPICAL DETAIL  
C-104 LINER SYSTEM DETAIL AROUND WATER QUALITY PIPES NO SCALE

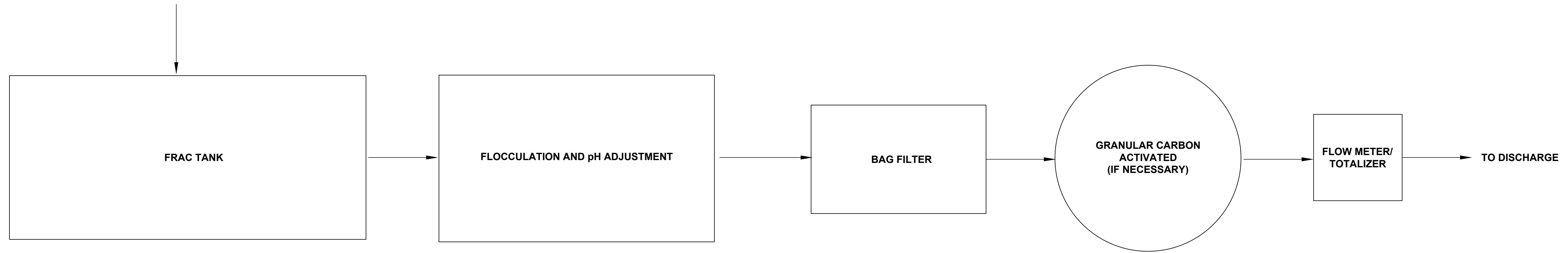
MORIN, JOE B. Working\NEWBURYPORT MA, CITY OF 21013333, Bartlett Mall Frog Pond\00\_CAD\Design\Civil\SD\Permit\C-200 21013333-Liner.dwg - 01/19/2023



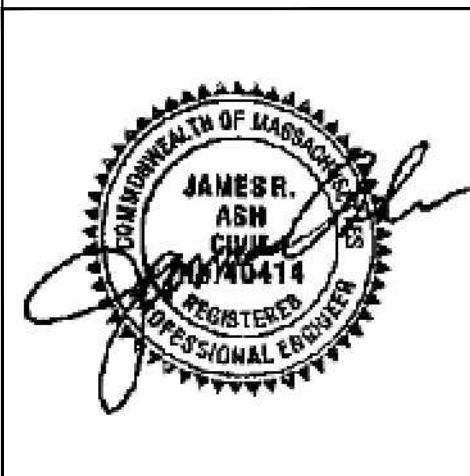
PERMITTING SET - NOT FOR CONSTRUCTION

<p>CITY OF NEWBURYPORT 60 PLEASANT STREET NEWBURYPORT, MA 01950</p>	<p>GEI Consultants GEI CONSULTANTS, INC. 400 UNICORN PARK DRIVE WOBURN, MA 01801 (781)721-4000</p>	<table border="1"> <tr> <th>Rev No</th> <th>Date</th> <th>Drawn</th> <th>Chkd</th> <th>Description</th> </tr> <tr> <td>REVI</td> <td>06/16/23</td> <td>D.E.</td> <td>K.W.</td> <td>DRAWING SET FOR NOTICE OF INTENT</td> </tr> <tr> <td>REVO</td> <td>04/14/23</td> <td>D.E.</td> <td>K.W.</td> <td>DRAWING SET FOR NOTICE OF INTENT</td> </tr> <tr> <td colspan="5">Revisions</td> </tr> </table>	Rev No	Date	Drawn	Chkd	Description	REVI	06/16/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT	REVO	04/14/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT	Revisions					<p>Designed By: D.E.</p> <p>Checked By: K.W.</p> <p>Date: 04-14-2023</p>	<p>BARTLETT MALL RESTORATION PROJECT</p> <p><b>LINER SYSTEM SECTION AND DETAILS</b></p>	<p>Sheet No. <b>C-200</b></p>
		Rev No	Date	Drawn	Chkd	Description																			
REVI	06/16/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT																					
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Revisions																									

FROM POND AND/OR BEDROCK WELL



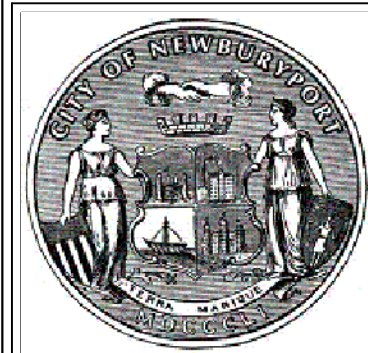
PROCESS FLOW DIAGRAM  
NO SCALE



**NOTES:**  
1. NPDES = NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM.

**PERMITTING SET - NOT FOR CONSTRUCTION**

MORIN, JOE B. Working\NEWBURYPORT MA\_CITY OF 2101333\_Bartlett Mall Frog Pond\00\_CADD\Design\Civil\ISD\Permit\C-300\_2101333-Flow.dwg - 6/15/2023



CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950



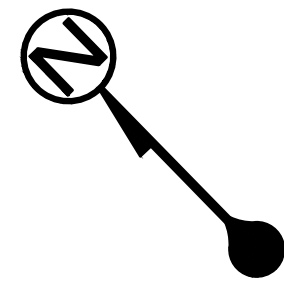
Rev No	Date	Drawn	Chkd	Description
REVI	06/16/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT
REVO	04/14/23	D.E.	K.W.	DRAWING SET FOR NOTICE OF INTENT
Revisions				

Designed By:  
D.E.  
Checked By:  
K.W.  
Date:  
04-14-2023

**BARTLET MALL RESTORATION PROJECT  
NPDES WATER TREATMENT  
SYSTEM PROCESS FLOW  
DIAGRAM**

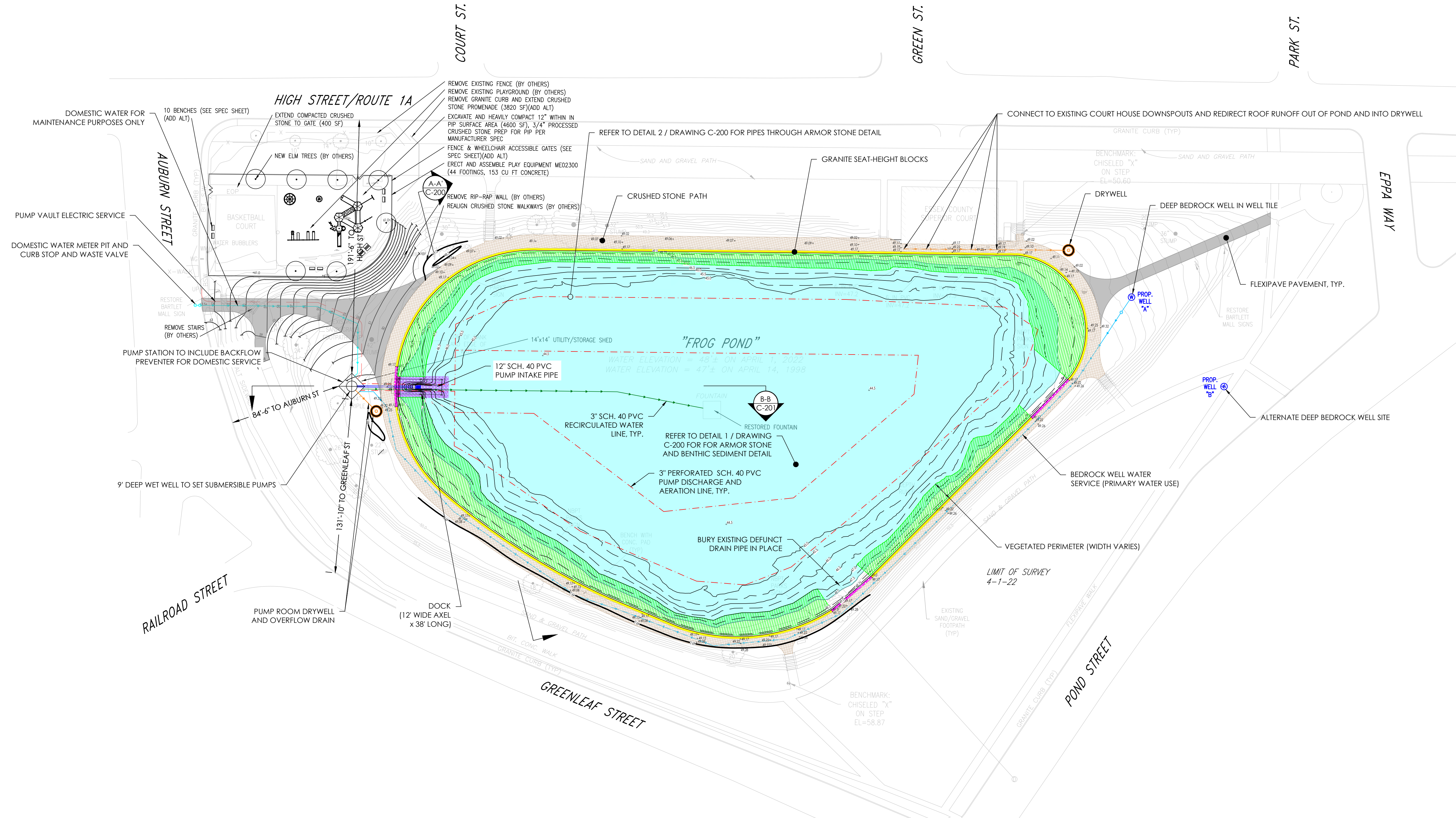
Sheet No.

**C-300**



**LEGEND**

- CRUSHED STONE PATH
- FLEXIPAVE WALKWAY
- VEGETATED PERIMETER
- GRANITE SEAT-HEIGHT BLOCKS
- PROPOSED POND ACCESS POINT
- BEDROCK WELL LINE
- DOMESTIC WATER LINE
- ELECTRICAL SERVICE
- DISCHARGE AND AERATION LINE
- RECIRCULATED WATER LINE
- PUMP INTAKE PIPE
- DRYWELL DRAIN PIPE
- SURFACE WATER (APPROXIMATE)



DESIGN BY:

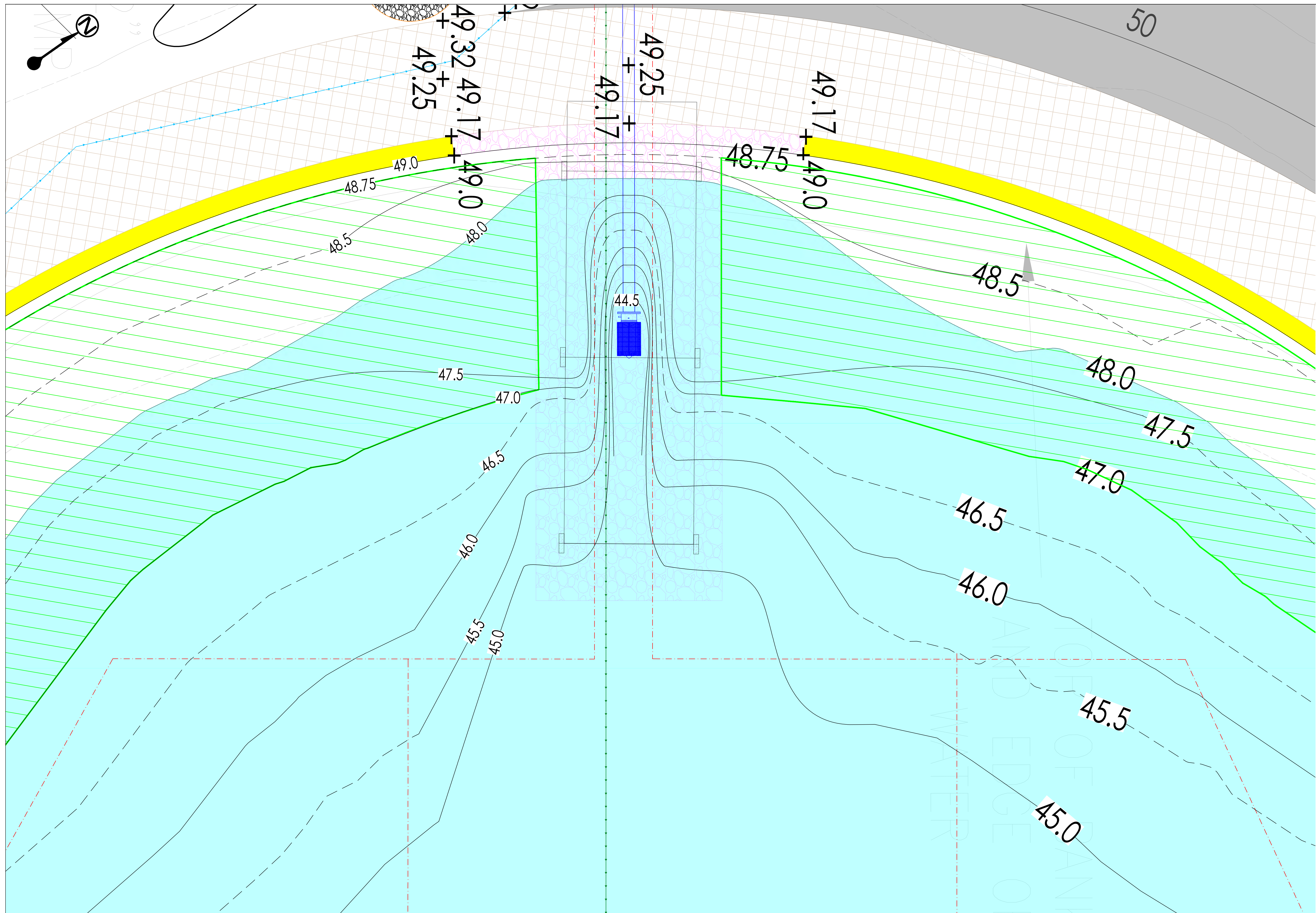
**AQUEOUS CONSULTANTS, LLC**  
 1 Dundee Park Drive, Suite 10  
 Andover, MA 01810  
 (978) 470-1695  
 www.aqueous.net

Know what's below.  
Call before you dig.

*Michael Igo*  
6/19/23

**PERMITTING SET - NOT FOR CONSTRUCTION**

	<b>CITY OF NEWBURYPORT</b>  60 PLEASANT STREET NEWBURYPORT, MA 01950	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">REV</td> <td style="width: 10%;">16/19/23</td> <td style="width: 5%;">AEH</td> <td style="width: 5%;">MI</td> <td style="width: 75%;">DRAWING SET FOR NOTICE OF INTENT</td> </tr> <tr> <td>REV</td> <td>04/14/23</td> <td>AEH</td> <td>MI</td> <td>DRAWING SET FOR NOTICE OF INTENT</td> </tr> <tr> <td>Rev No</td> <td>Date</td> <td>Drawn</td> <td>Chkd</td> <td>Description</td> </tr> <tr> <td colspan="5" style="text-align: center;">Revisions</td> </tr> </table>	REV	16/19/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT	REV	04/14/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT	Rev No	Date	Drawn	Chkd	Description	Revisions					Designed By: A. Hammond  Checked By: M. Igo  Date: 4-14-2023	<b>SCALE: PLAN</b> Scale: 1" = 40' 	<b>BARTLET MALL RESTORATION PROJECT</b>  <b>PROPOSED FINAL CONDITIONS</b>	Sheet No.  <b>C-104</b>
	REV	16/19/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT																					
	REV	04/14/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT																					
	Rev No	Date	Drawn	Chkd	Description																					
Revisions																										



**LEGEND**

- CRUSHED STONE PATH
- FLEXIPAWE WALKWAY
- VEGETATED PERIMETER
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- PROPOSED POND ACCESS POINT
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- DISCHARGE AND AERATION LINE
- RECIRCULATED WATER LINE
- PUMP INTAKE PIPE
- DRYWELL DRAIN PIPE
- SURFACE WATER (APPROXIMATE)

DESIGN BY:

**Aqueous**

**AQUEOUS CONSULTANTS, LLC**  
 1 Dundee Park Drive, Suite 10  
 Andover, MA 01810  
 (978) 470-1695  
 www.aqueous.net

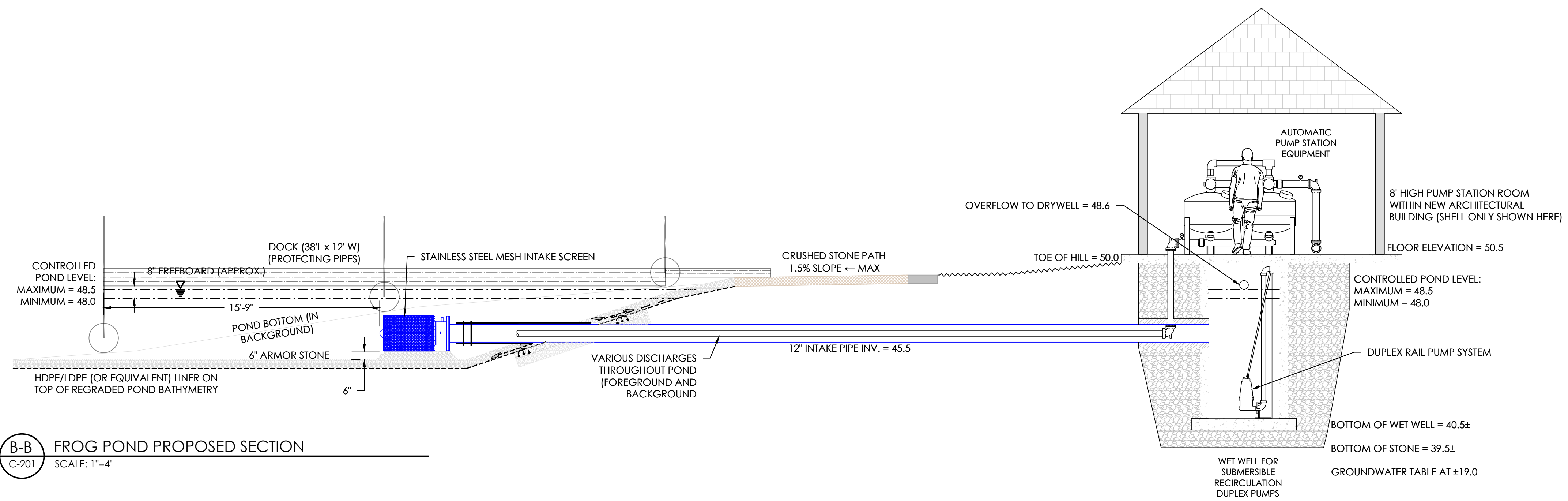
**811**  
 Know what's below.  
 Call before you dig.

**MICHAEL IGO**  
 CIVIL  
 No. 46486  
 REGISTERED PROFESSIONAL ENGINEER

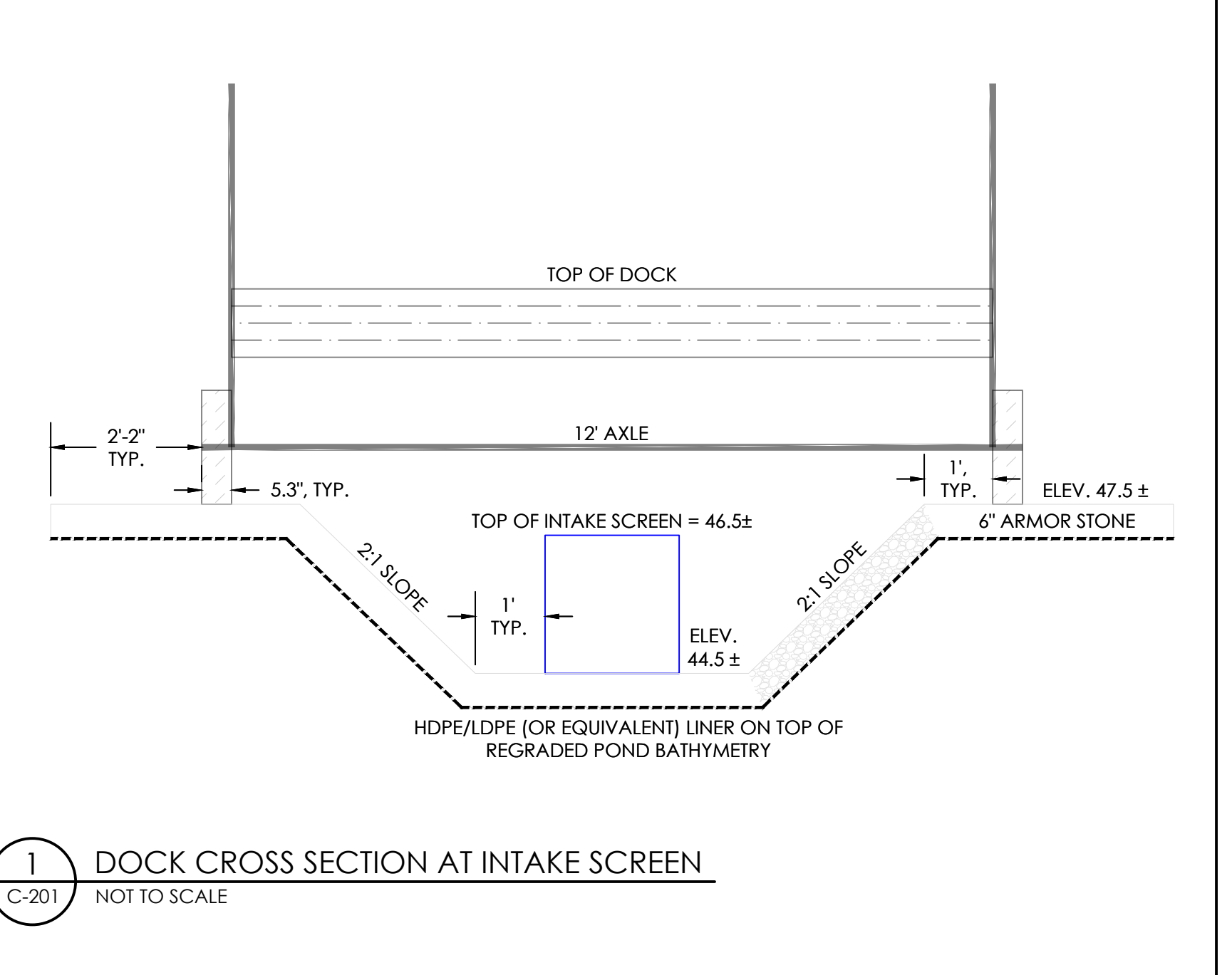
*Michael Igo*  
 6/19/23

**PERMITTING SET - NOT FOR CONSTRUCTION**

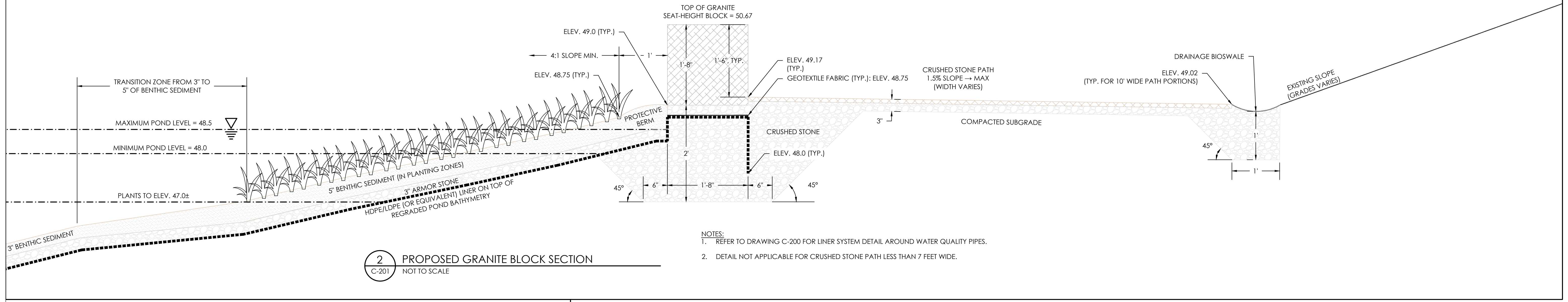
	<b>CITY OF NEWBURYPORT</b>  60 PLEASANT STREET NEWBURYPORT, MA 01950	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Rev No</th> <th style="width: 5%;">Date</th> <th style="width: 5%;">Drawn</th> <th style="width: 5%;">Chkd</th> <th style="width: 70%;">Description</th> </tr> </thead> <tbody> <tr> <td>REV 1</td> <td>6/19/23</td> <td>AEH</td> <td>MI</td> <td>DRAWING SET FOR NOTICE OF INTENT</td> </tr> <tr> <td>REV 0</td> <td>4/14/23</td> <td>AEH</td> <td>MI</td> <td>DRAWING SET FOR NOTICE OF INTENT</td> </tr> <tr> <td colspan="5" style="text-align: center;">Revisions</td> </tr> </tbody> </table>	Rev No	Date	Drawn	Chkd	Description	REV 1	6/19/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT	REV 0	4/14/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT	Revisions					Designed By: A. Hammond  Checked By: M. Igo  Date: 4-14-2023	<b>SCALE:</b> PLAN Scale: 1" = 4' 	<b>BARTLET MALL RESTORATION PROJECT</b>  <b>PROPOSED FINAL CONDITIONS</b>	Sheet No.  <b>C-104A</b>
	Rev No	Date	Drawn	Chkd	Description																					
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REV 0	4/14/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT																						
Revisions																										



**B-B** FROG POND PROPOSED SECTION  
C-201 SCALE: 1"=4'

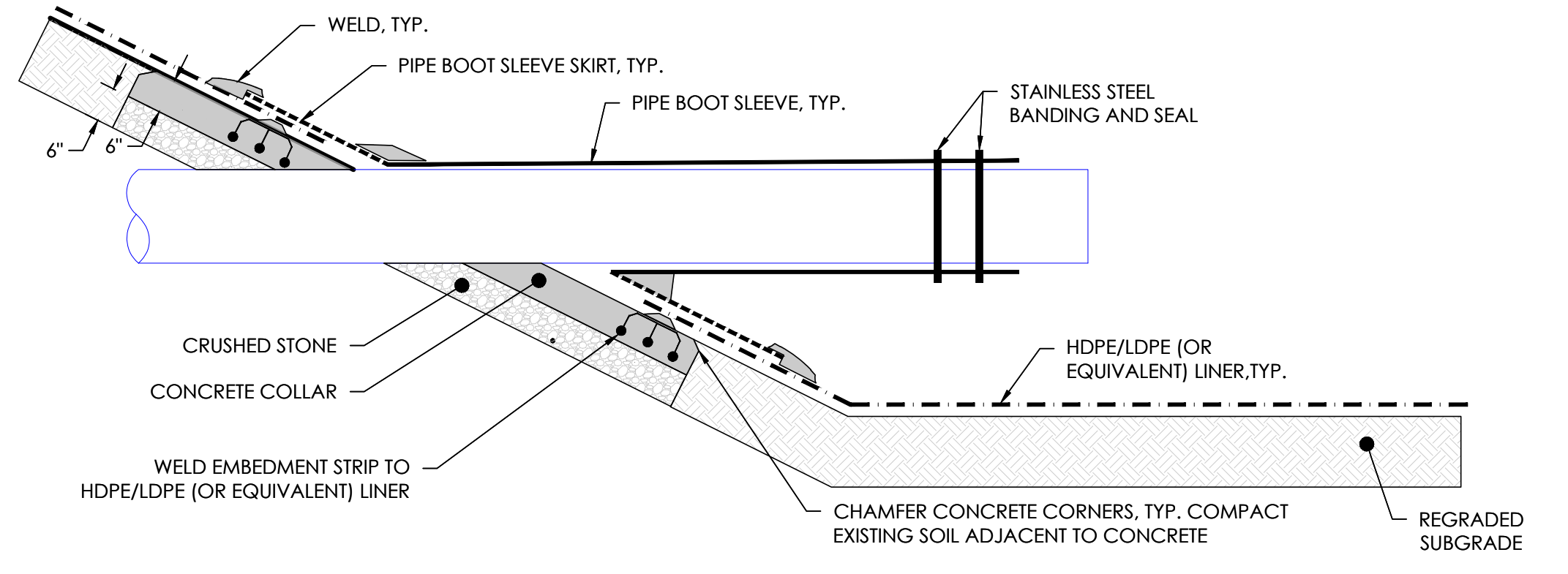


**1** DOCK CROSS SECTION AT INTAKE SCREEN  
C-201 NOT TO SCALE

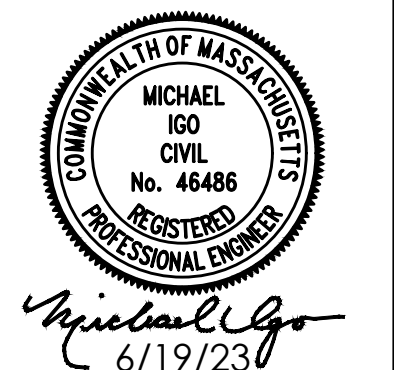


**2** PROPOSED GRANITE BLOCK SECTION  
C-201 NOT TO SCALE

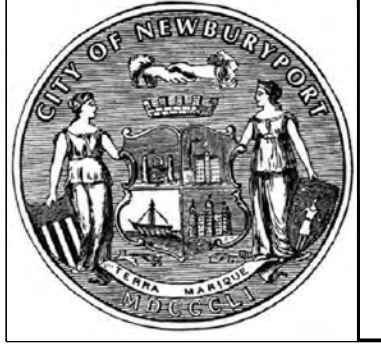
- NOTES:  
1. REFER TO DRAWING C-200 FOR LINER SYSTEM DETAIL AROUND WATER QUALITY PIPES.  
2. DETAIL NOT APPLICABLE FOR CRUSHED STONE PATH LESS THAN 7 FEET WIDE.



**3** TYPICAL PIPE PENETRATION THROUGH HDPE LINER  
C-201 NOT TO SCALE



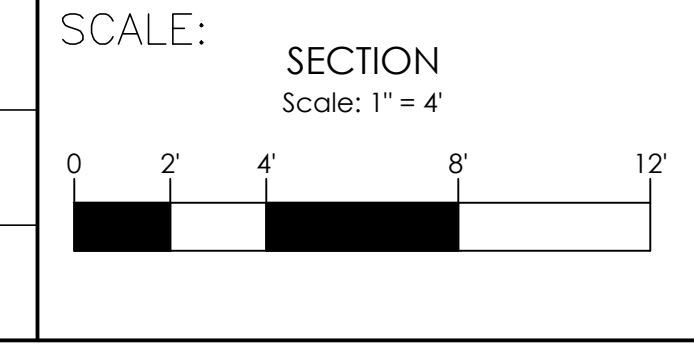
PERMITTING SET - NOT FOR CONSTRUCTION



CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

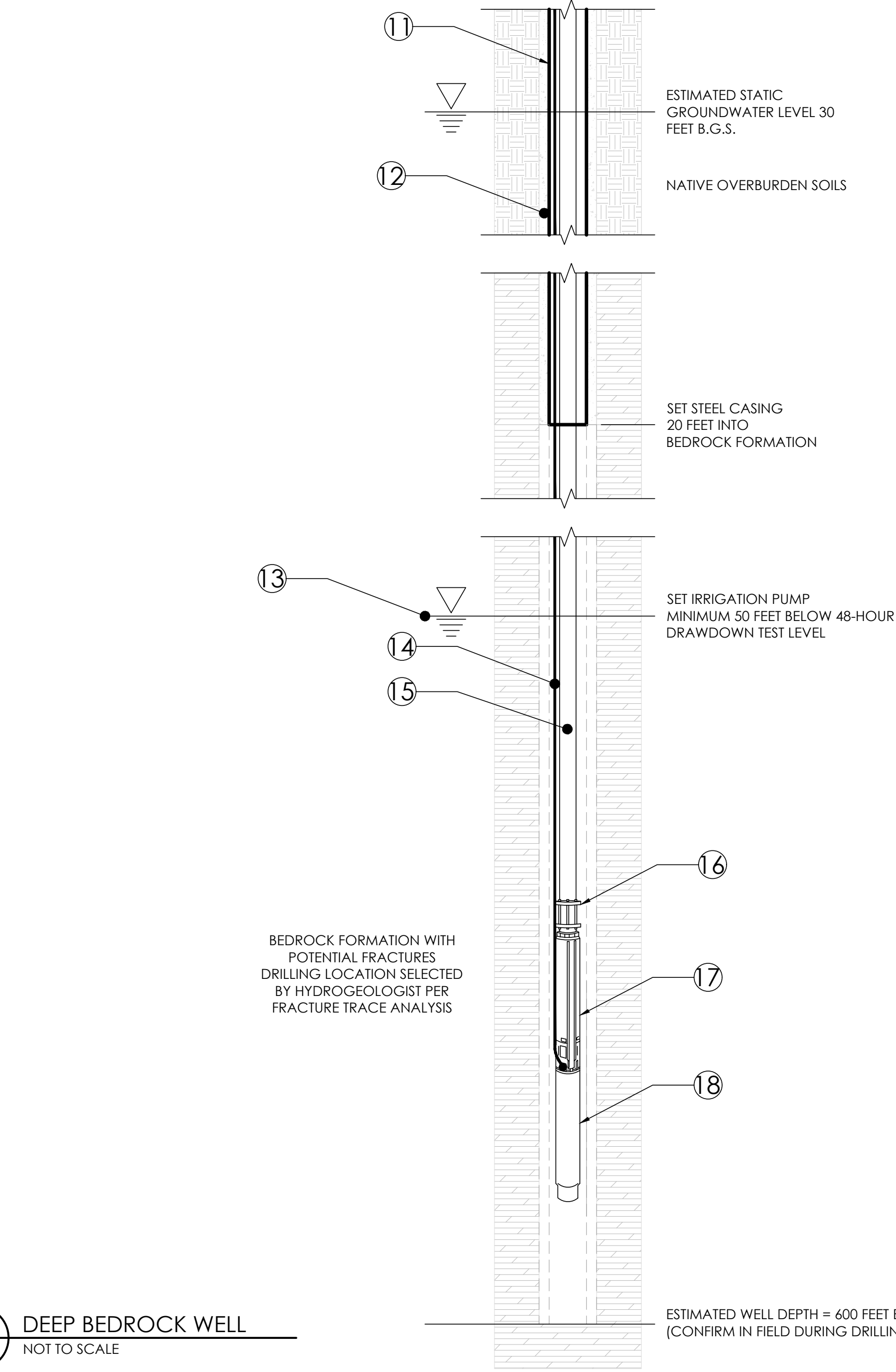
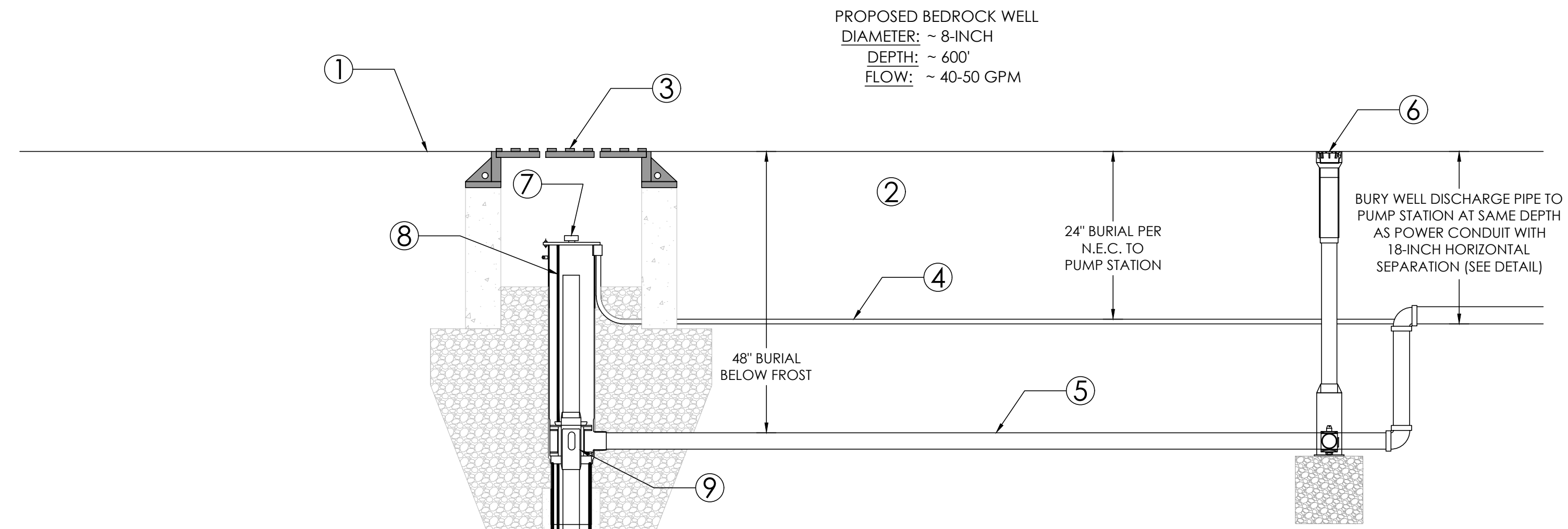
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REV 1	6/19/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT
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				Revisions

Designed By:  
A. Hammond  
Checked By:  
M. Igo  
Date:  
4-14-2023

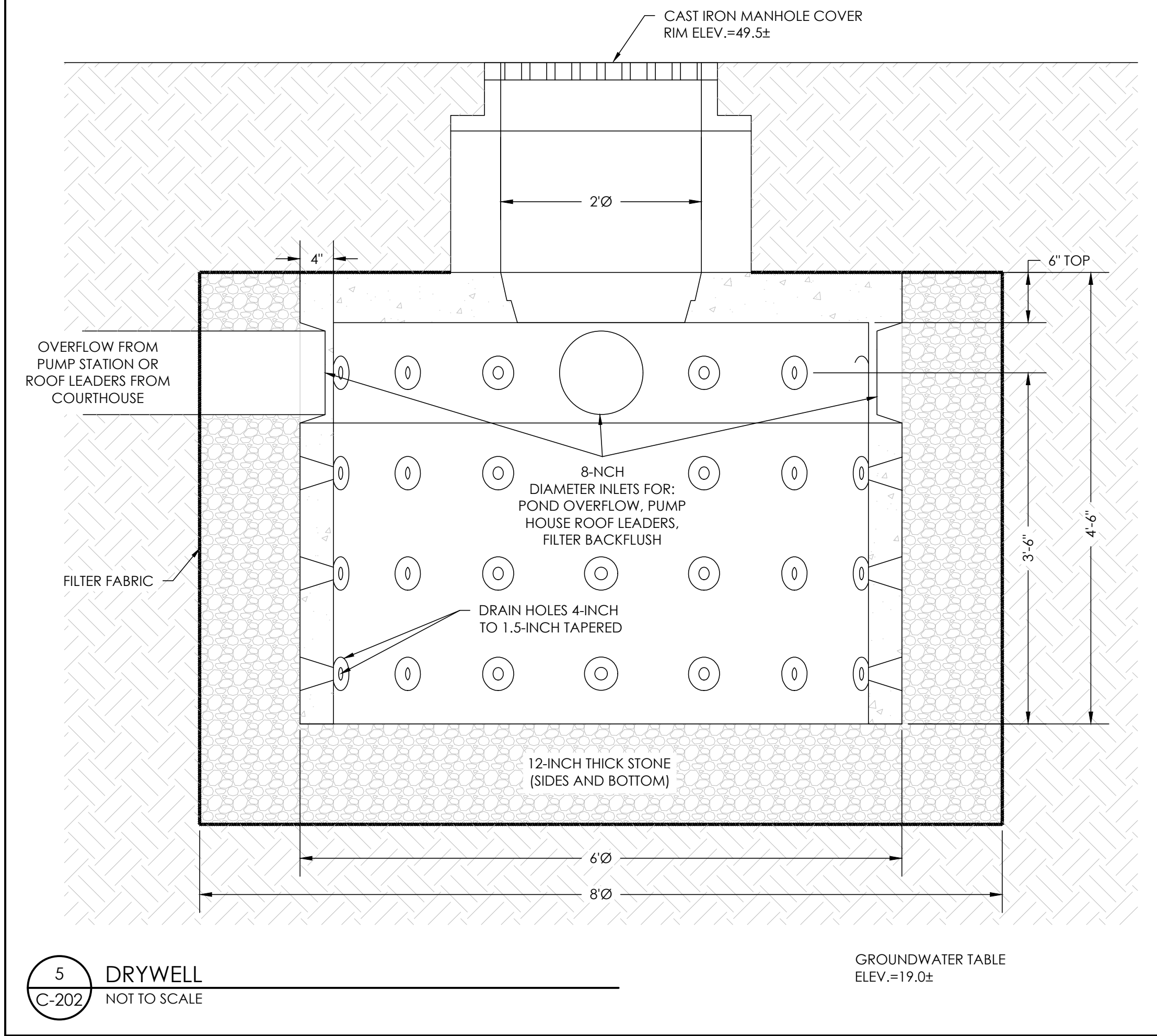


**BARTLET MALL RESTORATION PROJECT**  
**CIVIL DETAILS - 1**

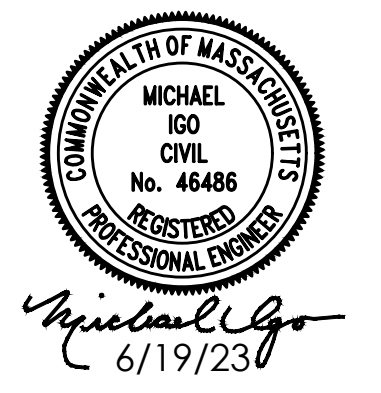
Sheet No.  
**C-201**



ITEM	PRODUCT
①	FINISH GRADE: FLEXIBLE PAVEMENT
②	COMPACTED SUBGRADE
③	30-INCH DIAMETER, 30-INCH DEEP CONCRETE WELL TILE AND VENTED CAST IRON COVER
④	1" CONDUIT (SCH. 40 PVC)
⑤	2" DISCHARGE PIPE TO PUMP STATION
⑥	STOP AND WASTE VALVE WITH 6-INCH GRAVEL SUMP FOR WINTERIZATION
⑦	WELL CASING SANITARY SEAL
⑧	8AWG SUBMERSIBLE POWER WIRE
⑨	PITLESS UNIT INTEGRAL SPOOL PIECE
⑩	WIRE SPACER
⑪	8-INCH SCHEDULE 40 PVC STEEL WELL CASING THREADED INTO PITLESS UNIT
⑫	NEAT CEMENT (5 BGS TO BOTTOM OF STEEL WELL CASING IN BEDROCK)
⑬	STEADY-STATE WELL WATER DRAWDOWN LEVEL AFTER 48 HOUR PUMP TEST
⑭	LIQUID LEVEL SENSOR WIRE IN WELL
⑮	2-INCH STEEL DISCHARGE DROP PIPE
⑯	CHECK VALVE
⑰	SUBMERSIBLE WELL PUMP WATER END WITH BEST EFFICIENCY POINT 40 - 50 GPM
⑱	SUBMERSIBLE WELL PUMP MOTOR, ESTIMATED 10 HORSEPOWER

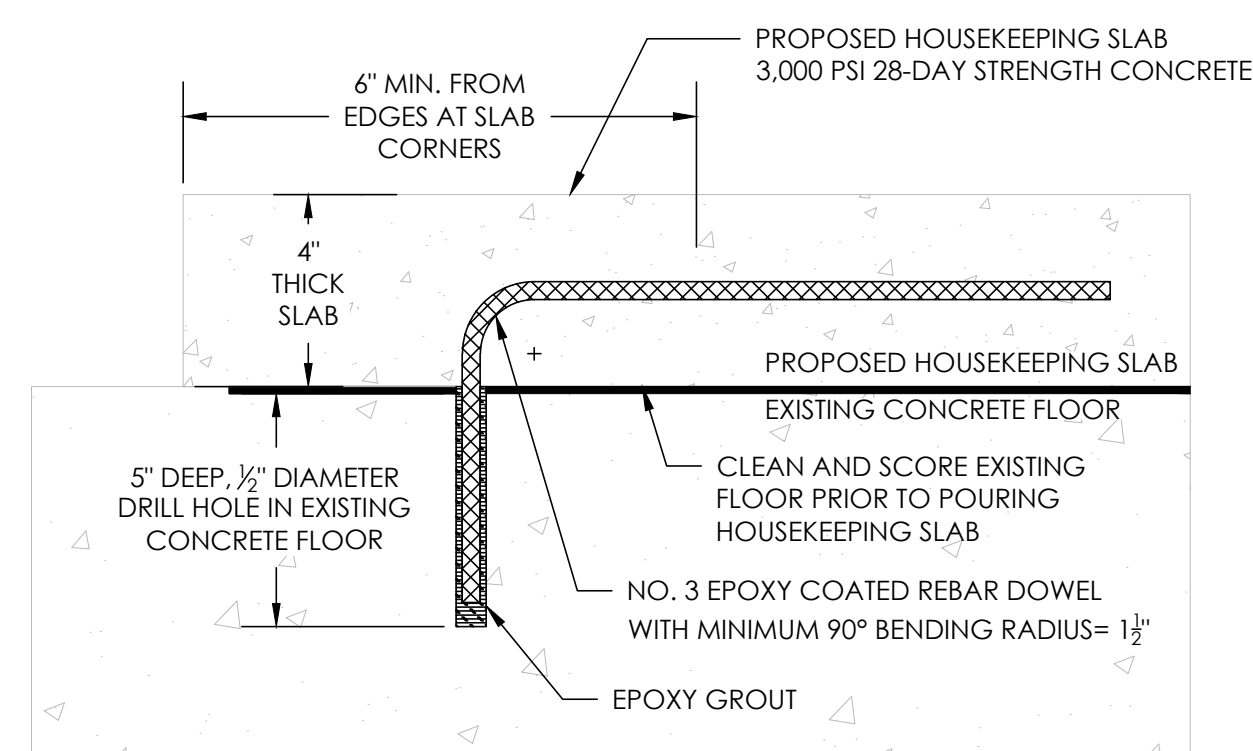


4 DEEP BEDROCK WELL  
C-202 NOT TO SCALE

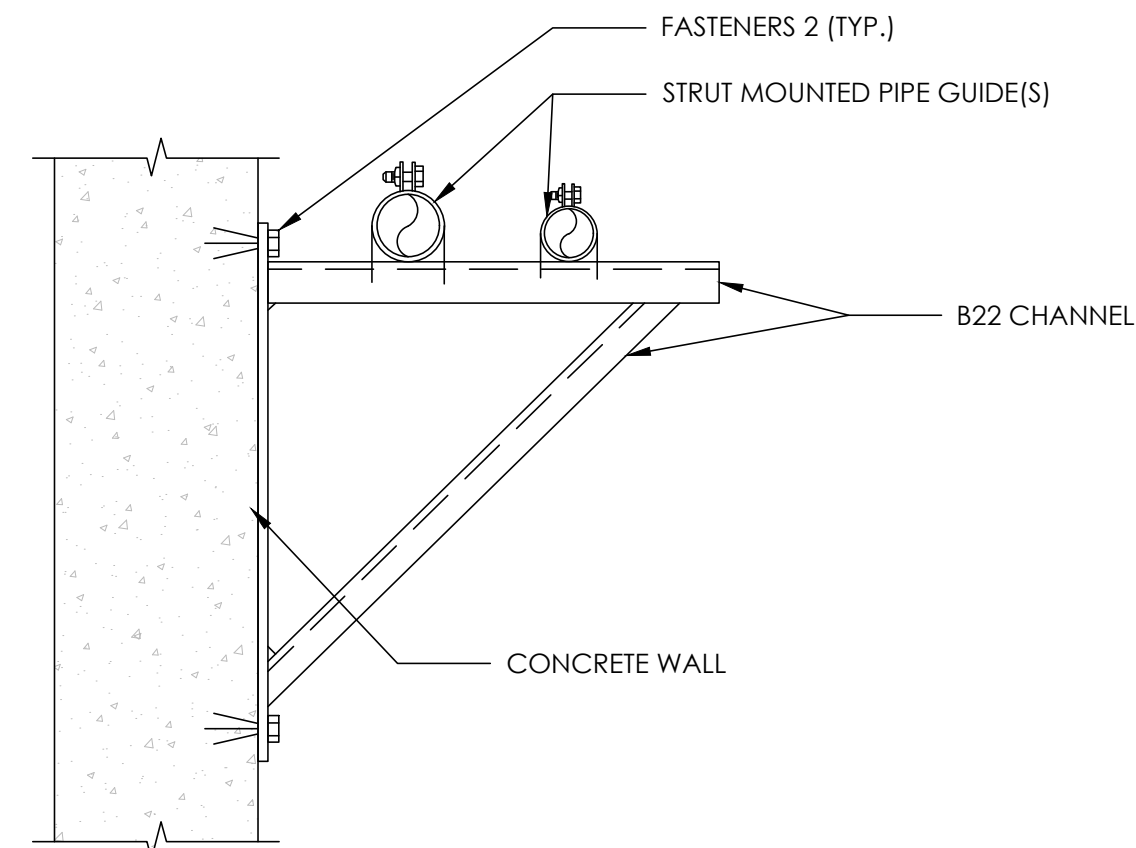


PERMITTING SET - NOT FOR CONSTRUCTION

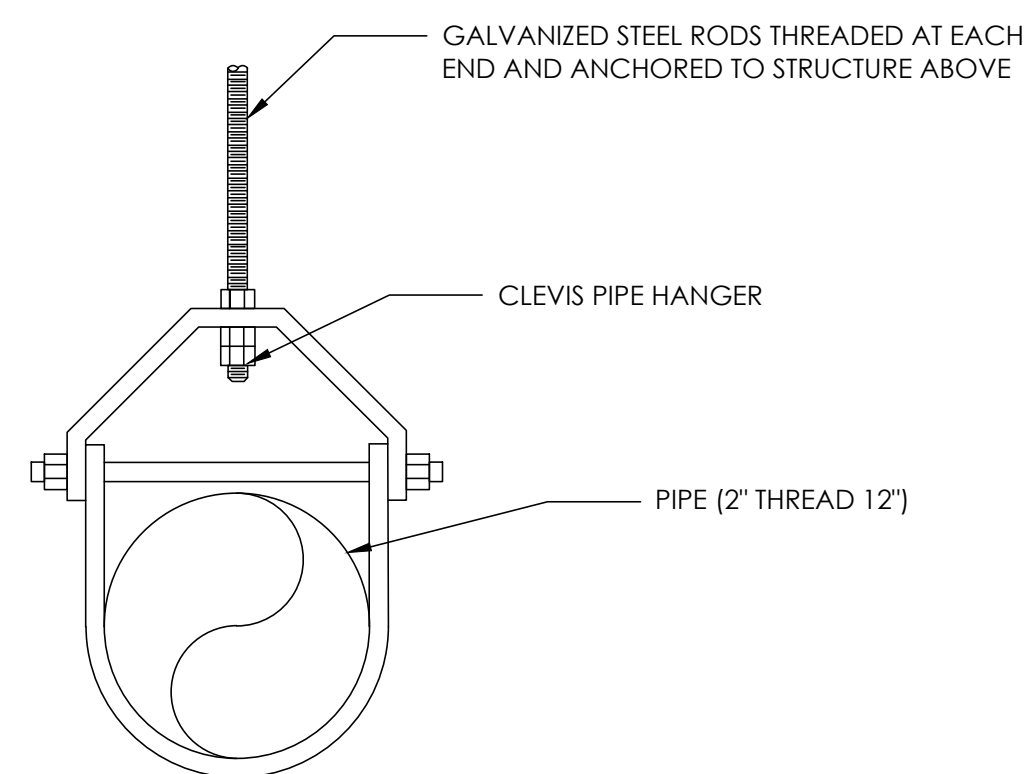
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	REV 0/4/14/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT	Checked By: M. Igo				
	Rev No	Date	Drawn	Chkd	Description				Date:
									4-14-2023



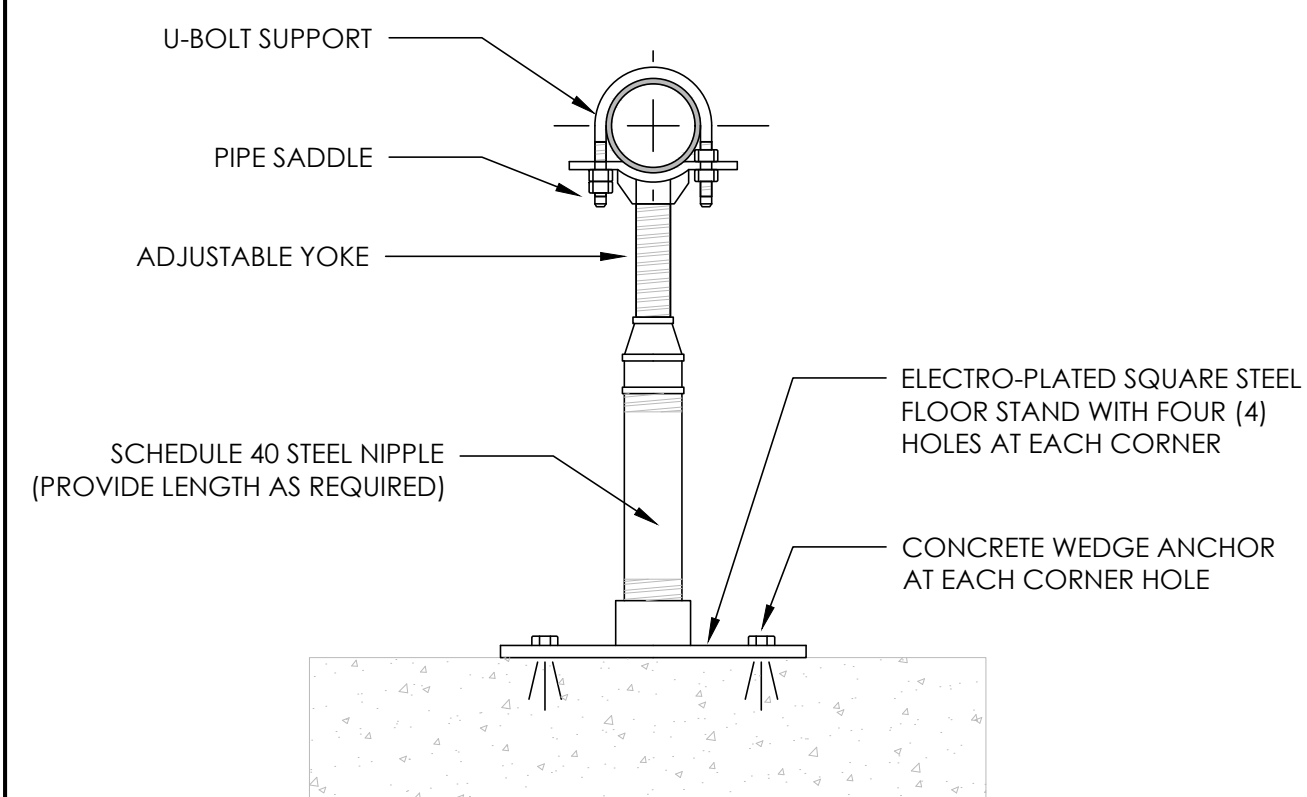
**7** TYPICAL HOUSEKEEPING SLAB ELEVATION  
C-203 NOT TO SCALE



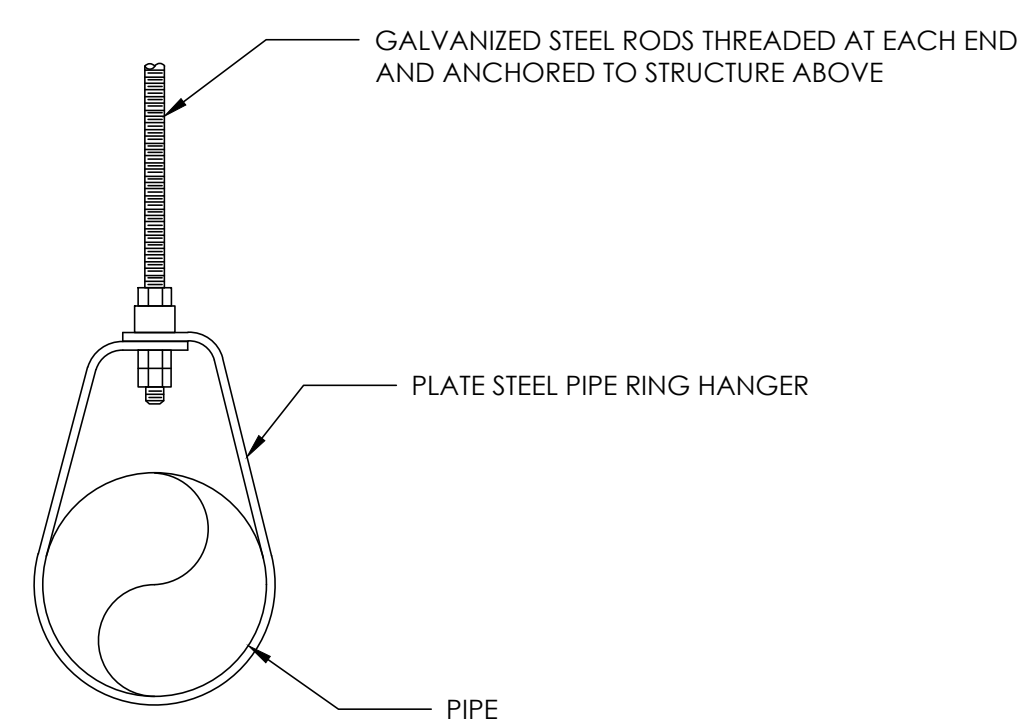
**8** WALL MOUNTED PIPE SUPPORT  
C-203 NOT TO SCALE



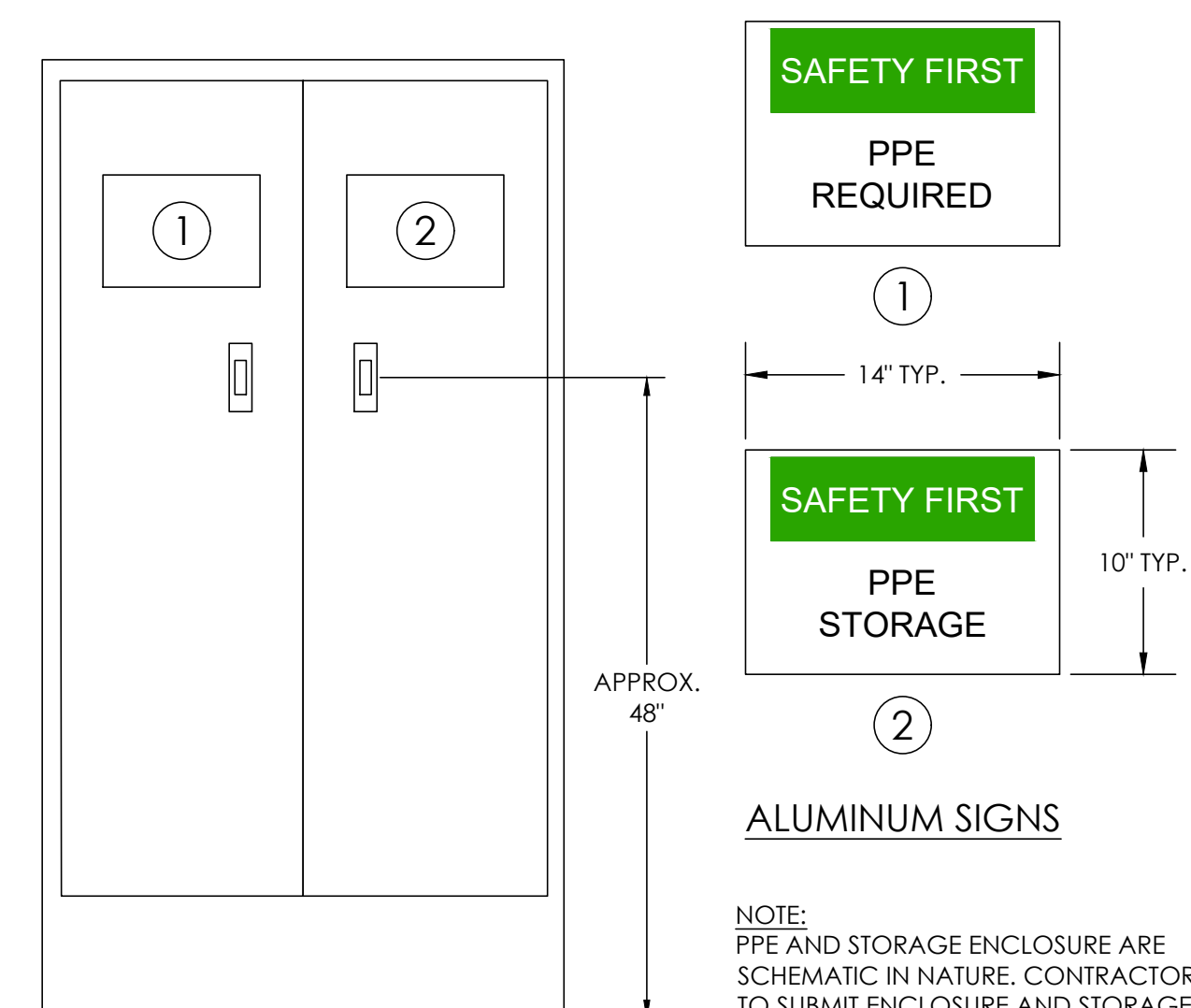
**9** CLEVIS HANGER  
C-203 NOT TO SCALE



**10** FLOOR MOUNTED PIPE SUPPORT  
C-203 NOT TO SCALE



**11** SWIVEL PIPE SUPPORT  
C-203 NOT TO SCALE



**12** PPE AND STORAGE ENCLOSURE  
C-203 NOT TO SCALE

**SAFETY FIRST**  
PPE  
REQUIRED  
①  
14" TYP.  
**SAFETY FIRST**  
PPE  
STORAGE  
②  
10" TYP.  
ALUMINUM SIGNS

NOTE:  
PPE AND STORAGE ENCLOSURE ARE  
SCHEMATIC IN NATURE. CONTRACTOR  
TO SUBMIT ENCLOSURE AND STORAGE  
ITEMS FOR REVIEW AND APPROVAL.



*Michael Igo*  
6/19/23

PERMITTING SET - NOT FOR CONSTRUCTION



CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

Rev No	Date	Drawn	Chkd	Description
REV 1	6/19/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT
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Rev No	Date	Drawn	Chkd	Description
				Revisions

Designed By:  
A. Hammond  
Checked By:  
M. Igo  
Date:  
4-14-2023

SCALE: AS SHOWN

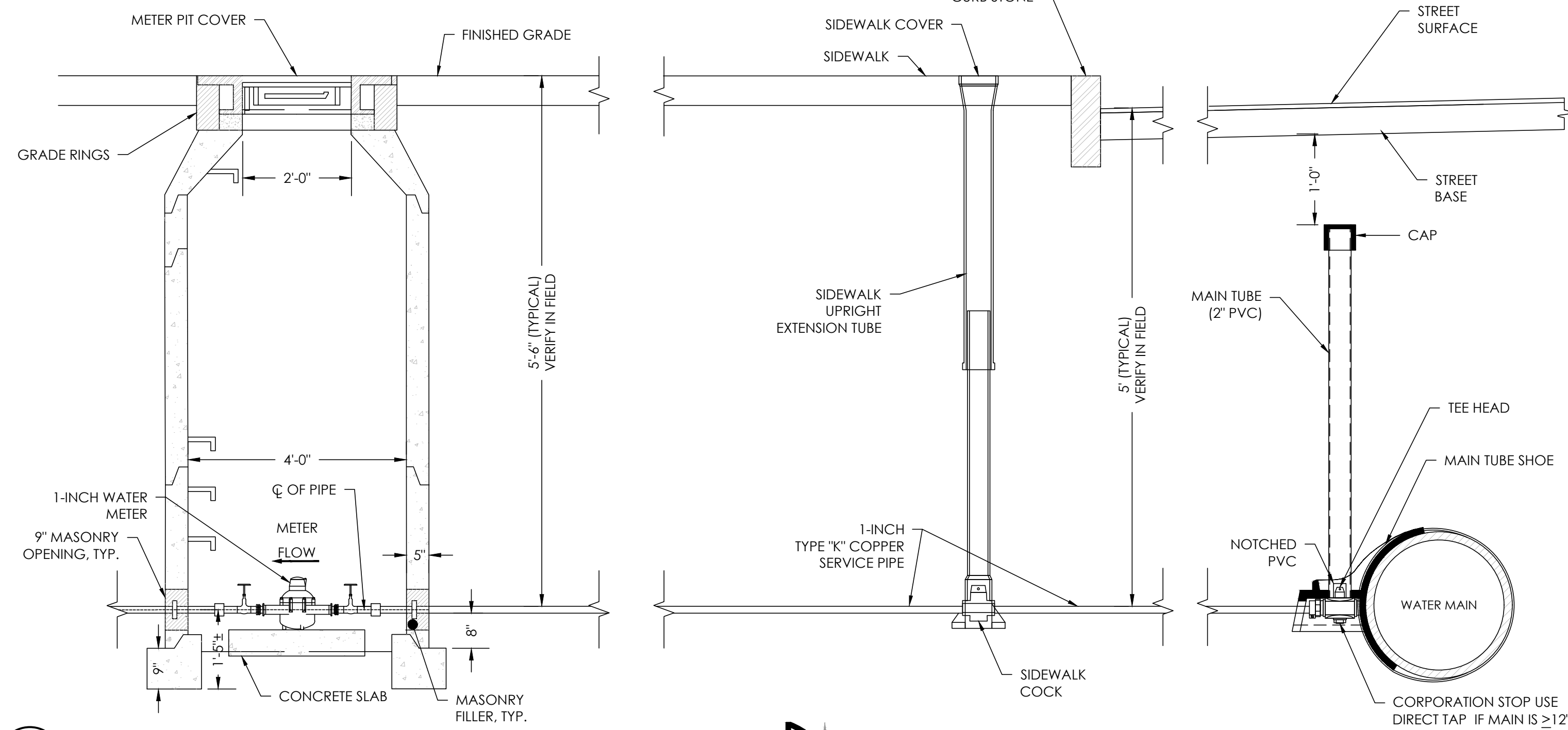
BARTLET MALL RESTORATION PROJECT

CIVIL DETAILS - 3

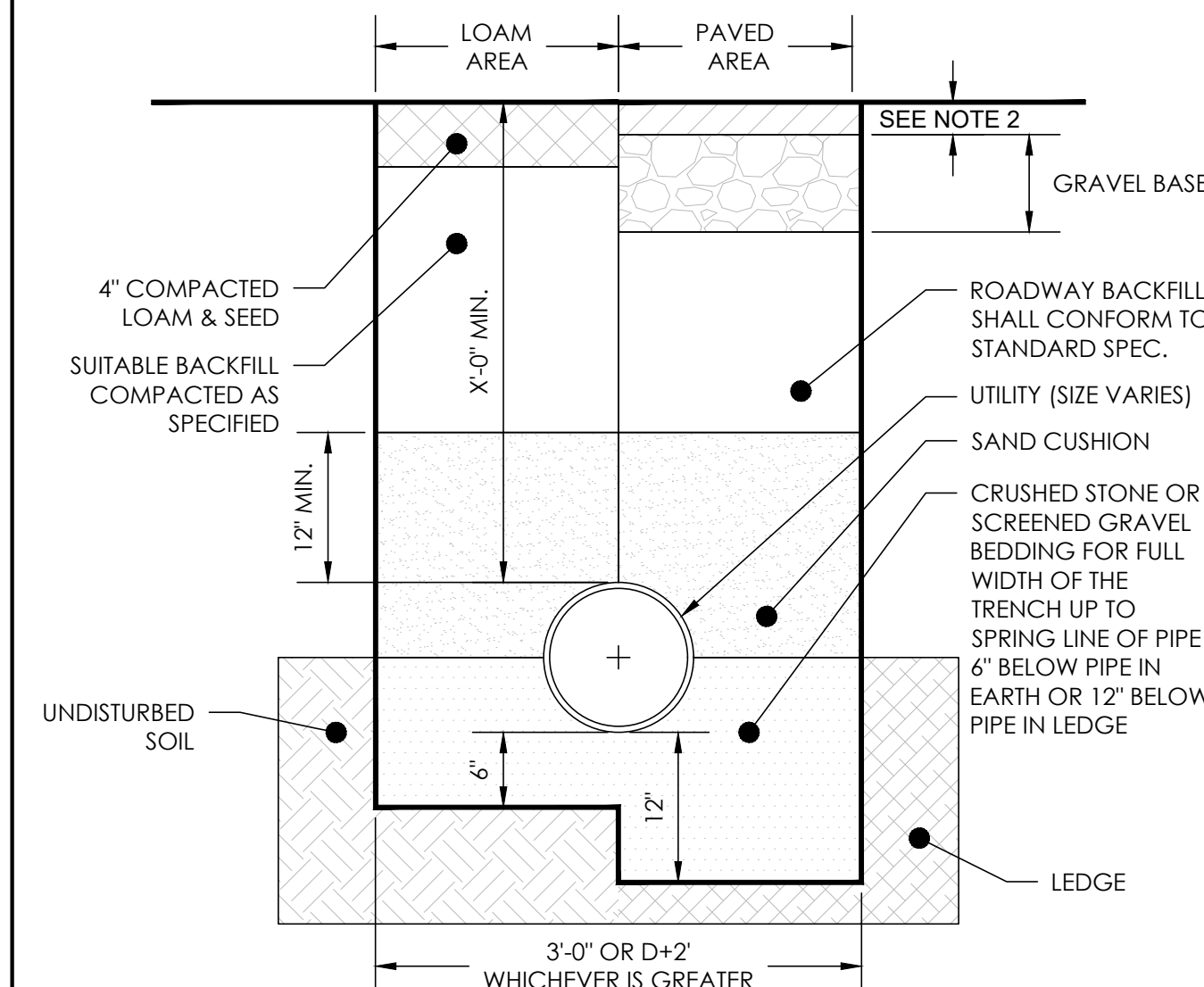
Sheet No.

C-203



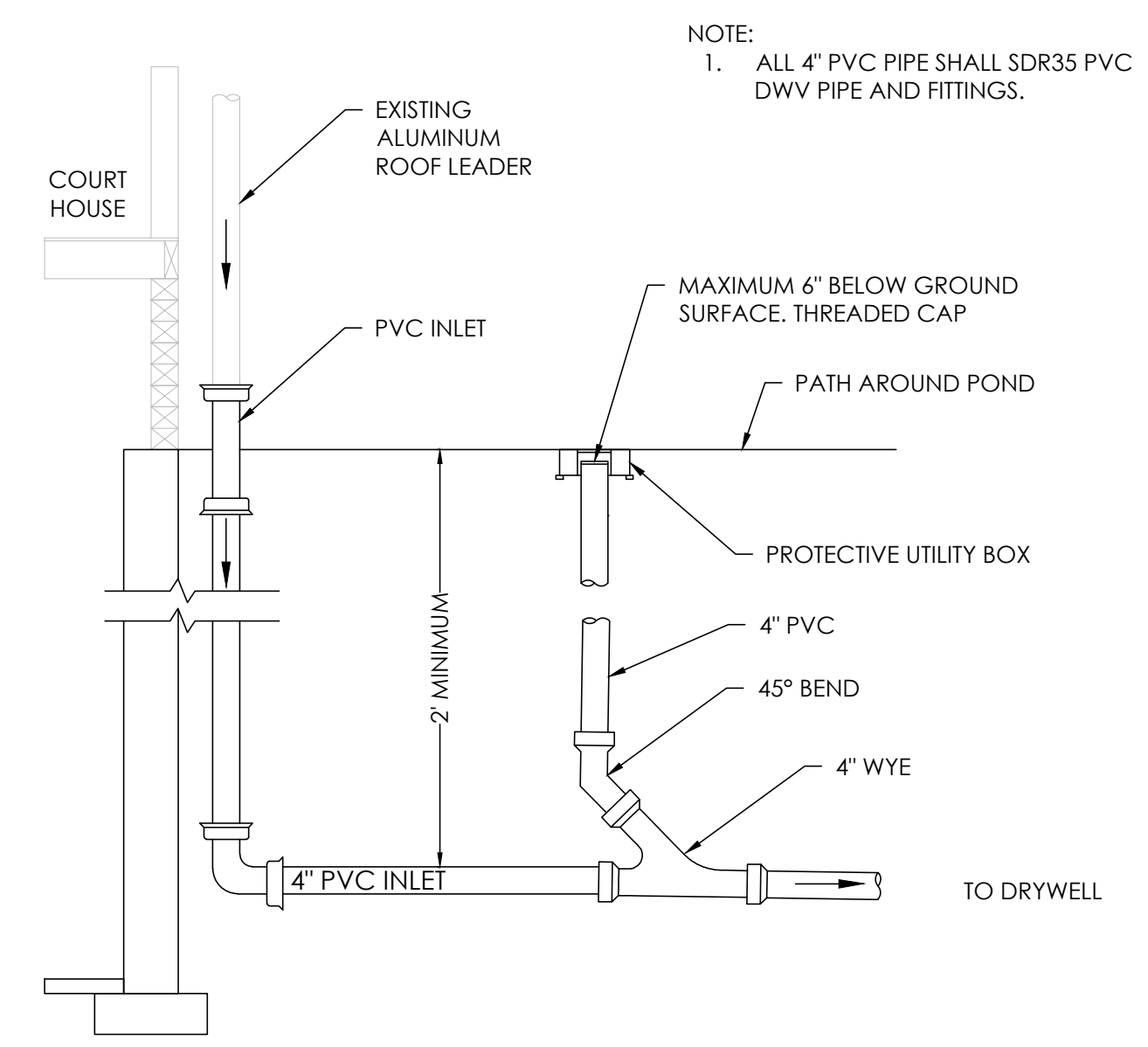


14 DOMESTIC WATER CONNECTION  
C-204 NOT TO SCALE



- NOTES:
1. ALL MATERIAL SHALL CONFORM TO CITY/TOWN OF DEPARTMENT OF PUBLIC WORKS.
  2. NEW ROADWAY CONSTRUCTION SHALL CONFORM TO CITY/TOWN SPECIFICATIONS.
  3. IN LIEU OF THE 12\"/>

17 UTILITY TRENCH DETAIL (NOT WITHIN POND LIMITS)  
C-204 NOT TO SCALE



16 ROOF LEADER TO DRYWELL  
C-204 NOT TO SCALE



CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

Rev No	Date	Drawn	Chkd	Description
REV 1	6/19/23	AEH	MI	DRAWING SET FOR NOTICE OF INTENT
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Revisions				

Designed By:  
A. Hammond  
Checked By:  
M. Igo  
Date:  
4-14-2023

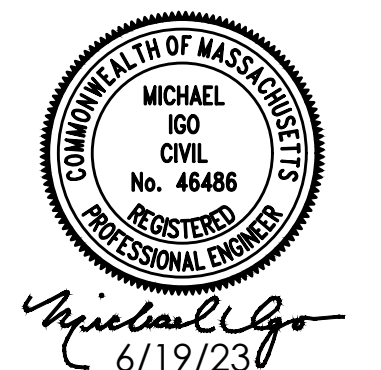
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BARTLET MALL RESTORATION PROJECT

CIVIL DETAILS - 4

Sheet No.

C-204



PERMITTING SET - NOT FOR CONSTRUCTION

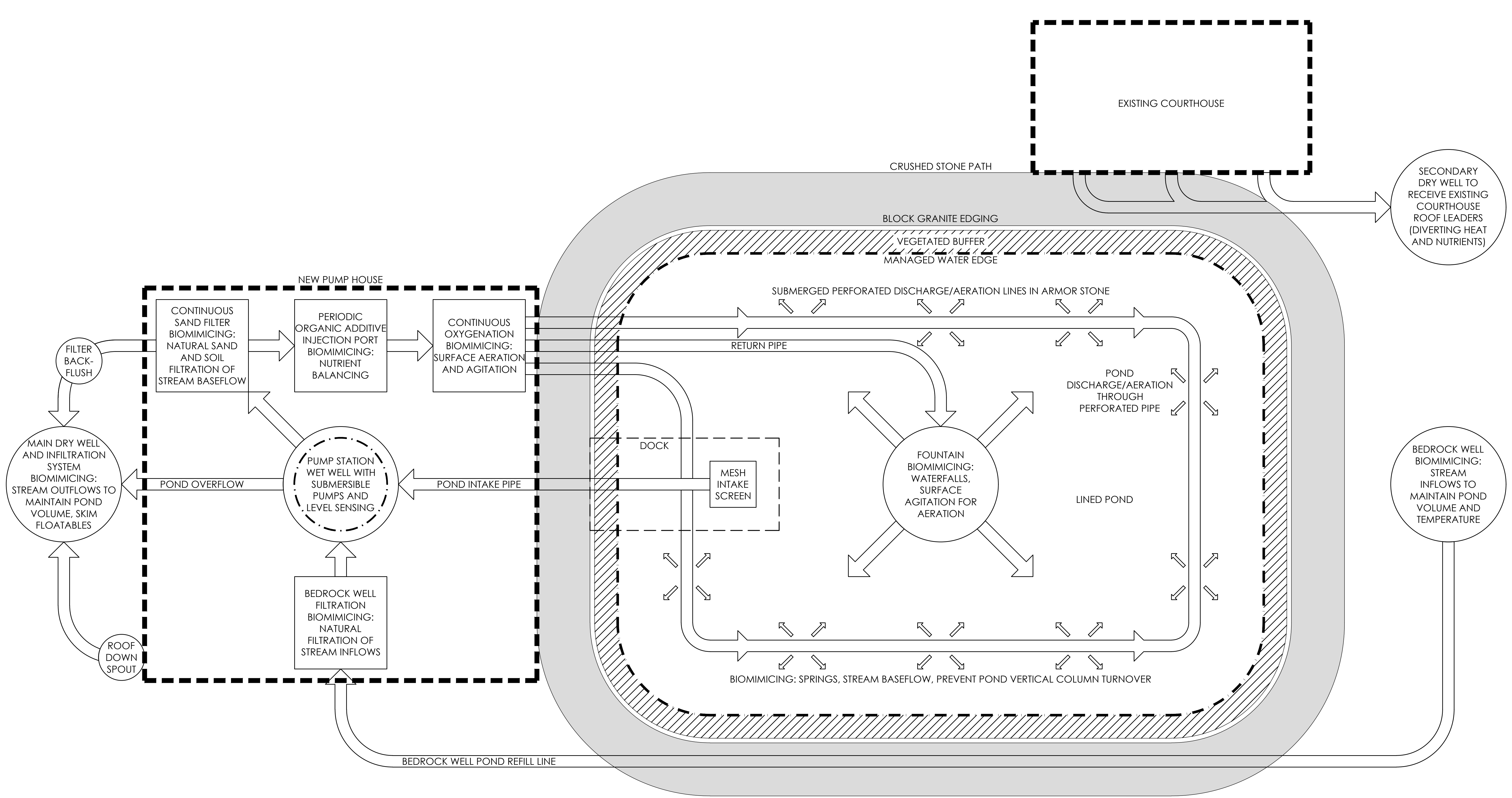
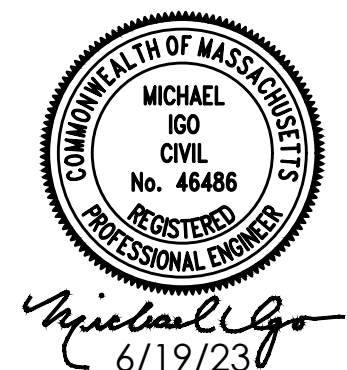
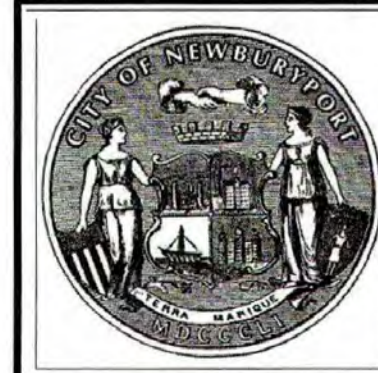


DIAGRAM NOT TO SCALE:  
 PROVIDED TO DEMONSTRATE  
 WATER FLOW PATHS FOR  
 POND WATER QUALITY



PERMITTING SET - NOT FOR CONSTRUCTION

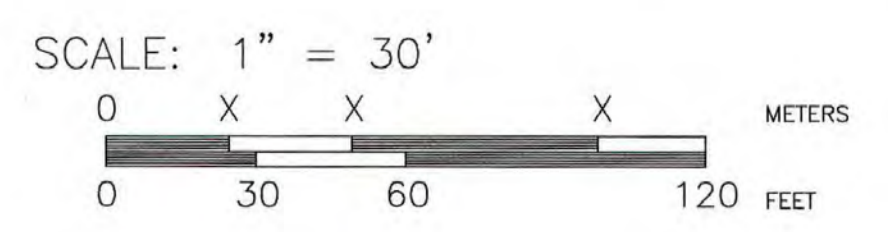
<p>CITY OF NEWBURYPORT          60 PLEASANT STREET          NEWBURYPORT, MA 01950</p>	<table border="1"> <tr> <td>REV 1</td> <td>6/19/23</td> <td>AEH</td> <td>MI</td> <td></td> </tr> <tr> <td>REV 0</td> <td>4/14/23</td> <td>AEH</td> <td>MI</td> <td></td> </tr> <tr> <th>Rev No</th> <th>Date</th> <th>Drawn</th> <th>Chkd</th> <th></th> </tr> <tr> <td colspan="5">Revisions</td> </tr> </table>	REV 1	6/19/23	AEH	MI		REV 0	4/14/23	AEH	MI		Rev No	Date	Drawn	Chkd		Revisions					<table border="1"> <tr> <td>Designed By: A. Hammond</td> <td rowspan="3">SCALE: NONE</td> </tr> <tr> <td>Checked By: M. Igo</td> </tr> <tr> <td>Date: 4-14-2023</td> </tr> </table>	Designed By: A. Hammond	SCALE: NONE	Checked By: M. Igo	Date: 4-14-2023	<p><b>BARTLET MALL RESTORATION PROJECT</b></p> <p><b>WATER QUALITY SYSTEM</b></p> <p><b>ONE LINE DIAGRAM</b></p>	<p>Sheet No.</p> <p><b>C-301</b></p>
	REV 1	6/19/23	AEH	MI																								
	REV 0	4/14/23	AEH	MI																								
	Rev No	Date	Drawn	Chkd																								
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CITY OF NEWBURYPORT  
60 PLEASANT STREET  
NEWBURYPORT, MA 01950

Rev No	Date	Drawn	Chkd	Description
4	6/26/23	KT		ADA study & granite realignment & rotate pump house
3	5/22/23	KT		Relocated utility/storage shed & dock
2	1/18/23	KT		Revised ellipse
1	12/6/22	KT		Revised granite edge
Revisions				

Designed By:  
Kim Turner  
Checked By:  
[NAME]  
Date:  
12-01-2022



**BARTLET MALL RESTORATION PROJECT**  
**CONCEPTUAL SITE PLAN**

Sheet No.  
**L-1**

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### **ORDERED:**

#### **EMERGENCY PREAMBLE**

Pursuant to Charter Section 2-9 (b) and as further defined in Section 1-7(7) an emergency exists due to the fact that the matter referenced in ORDR00476\_07\_10\_2023, related to outdoor seating for the summer/fall of 2023 and the Council does not meet again until August 14, 2023.

Therefore, the City Council hereby affirmatively declares that an emergency exists such that ORDR00476\_07\_10\_2023 be voted upon at its first introduction to this Council.

---

Councillor James J. McCauley

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

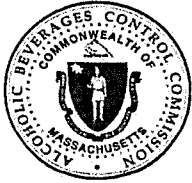
### ORDERED:

July 10, 2023

**THAT** the CITY COUNCIL of the CITY OF NEWBURYPORT hereby approves the outdoor seating for Anchor Pizza Restaurant located at 44 State Street, Newburyport, MA. Please find a draft letter of approval that will be sent to the Restaurant to eventually satisfy the License Commission and the State Alcohol Beverages Commission attached hereto and marked Exhibit 'A'.

---

Councillor James McCauley



Jean M. Lorizio, Esq.  
Commission Chairman

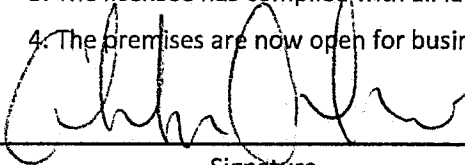
**Commonwealth Of Massachusetts**  
**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**

**2023**  
**Retail License Renewal**

License Number: 04250-RS-0796	Municipality: NEWBURYPORT
License Name : Newbury Port Artisan Pizza Company	License Class: Annual
DBA : Anchor Stone Deck Pizza	License Type: Restaurant
Premise Address: 44 State Street Newburyport, MA 01950	License Category: Wines and Malt
Manager: Ashlyn Scott Calcagni	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

  
\_\_\_\_\_

Signature

11/30/2022  
\_\_\_\_\_

Date

Ashlyn Calcagni  
\_\_\_\_\_

Printed Name

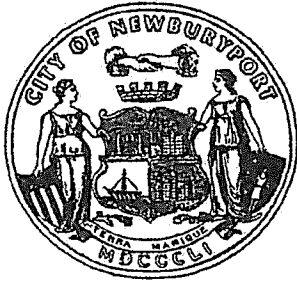
President  
\_\_\_\_\_

Title

Additional Information:

**Please complete and return this form to the Local Licensing Authority.**





**City of Newburyport**

**Application Form**  
**Restaurant License**  
**Occupy Outdoor City Property**

**\*\*DO NOT USE THIS APPLICATION FORM FOR EVENTS\*\***

Date Submitted: June 7, 2023

**Business Name:** Anchor Stone Deck Pizza

**Business Contact:** Ashlyn Calcagni

**Business Address:** 44 State Street **Phone:** (978) 463-3313 **Email:** ash@anchorpizzeria.com

**Property Owner:** 42-44 State Street Nominal Trust

**Outdoor Tables** Quantity: 5 Dimensions: (2x) 54"x24" (2x) 48"x30" Material: Metal, Wood composite

**Outdoor Chairs** Quantity: 9 Dimensions: (1x) 72"x30" 20"x18" Material: Metal  
Bench seating, (4x) 54"

**Proposed Days/Hours of Operation:** Mon-Sun 11am - 9pm (2x) 72"

**Check all that apply:**

- Applicant requests approval for food consumption.
- Applicant requests approval for alcohol consumption.
- Applicant requests approval for occupancy of public parking space(s).

**Attach the following materials:**

- 1) Evidence of liability insurance with minimum coverage in the amount of one million dollars (\$1,000,000) per occurrence, naming the City of Newburyport as co-insured, and in force for the entire approved period of occupancy.
- 2) A clear and legible 8½-inch x 11-inch diagram of the proposed area of occupancy, detailing which shall be in addition to any other requirements of law, regulation or ordinance, including state alcohol law. **Such diagram shall demonstrate compliance with MAAB CMR 521 and all other Americans with Disabilities Act (“ADA”) requirements:**
  - a) Perimeter of proposed areas of occupancy, with relevant linear dimensions;
  - b) If such area includes portions of a public street traveled by vehicles, then the public, vehicular path of travel, no less than eleven (11) feet in width, or wider as may be required by the City Engineer;
  - c) All relevant obstacles such as streetlights, signs, trees, etc.; and
  - d) All tables, chairs, seats, total seating count and total occupancy; and
  - e) The area of occupancy must be enclosed by a fence, rope or other means to control access and demarcate the area proposed for the service of food and alcohol; and
  - f) Public, pedestrian path of travel no less than five feet in width.
- 3) Written authorization signed by the Applicant’s landlord acknowledging and agreeing to the use of the adjacent portion of any public way.



**Applications shall be delivered to the Office of the City Clerk by hand, mail, or email:**

- 1) Office of the City Clerk  
Newburyport City Hall  
60 Pleasant Street  
Newburyport, MA 01950  
(978) 465-4407 ext. 1205  
[rjones@cityofnewburport.com](mailto:rjones@cityofnewburport.com)
- 2) The deadline for applications is the close of business 7:00 pm Thursday, March 10<sup>th</sup>.

**Processing:**

- 1) Application fee \$100.00  
Occupancy fee \$5/sq. ft. pending in City Council.
- 2) Applications will be reviewed by the City Council and forwarded to the Licensing Board. For applications to occupy a city park or playground, the City Council shall not consider or act upon such application until the earlier of (i) having received a recommendation by the Parks Commission regarding such application, or (ii) 30 days from the City Clerk's receipt of such complete application.
- 3) The **Licensing Board will then conduct a public hearing** on each application and determine whether to approve, approve conditionally, or deny it. The Licensing Board may not approve an application without a favorable recommendation by the City Council.
- 4) The City has no obligation whatsoever to approve any individual application, each of which shall be processed, reviewed, and a determination thereon made by the relevant City officers, boards, and commissions in their reasonable discretion.
- 5) Any condition of approval and submitted plan shall be in force for the entire duration of any validly issued license.
- 6) Any license issued may be revoked at any time by super-majority vote of the City Council, after a public hearing, for any reason, or no reason.

**RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY**

I, the undersigned Applicant or Duly Authorized Agent, hereby agree to RELEASE, DISCHARGE, and HOLD HARMLESS, the City of Newburyport, a municipal corporation of the Commonwealth of Massachusetts, and its officers, employees, agents, and servants from all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation associated with the undersigned's use of the public way or other city property as described herein.



\_\_\_\_\_  
Signature of Business Owner

June 7, 2023

\_\_\_\_\_  
DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/20/2022

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

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

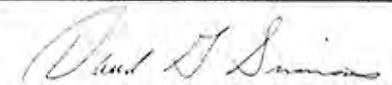
<b>PRODUCER</b> EASTERN INSURANCE GROUP 233 West Central Street Natick, MA 01760	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Newburyport Artisan Pizza Company  44 State St Newburyport, MA 01950	<b>INSURER A:</b> AmGUARD Insurance Company <span style="float: right;">NAIC # 42390</span>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" 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:			NEBP378329	06/10/2022	06/10/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ 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	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)

<b>CERTIFICATE HOLDER</b>  City of Newburyport 60 Pleasant St. 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: 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2023

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.

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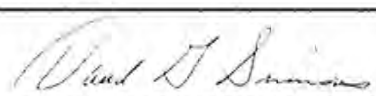
<b>PRODUCER</b> EASTERN INSURANCE GROUP 233 West Central Street Natick, MA 01760	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : AmGUARD Insurance Company</td> <td>42390</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AmGUARD Insurance Company	42390	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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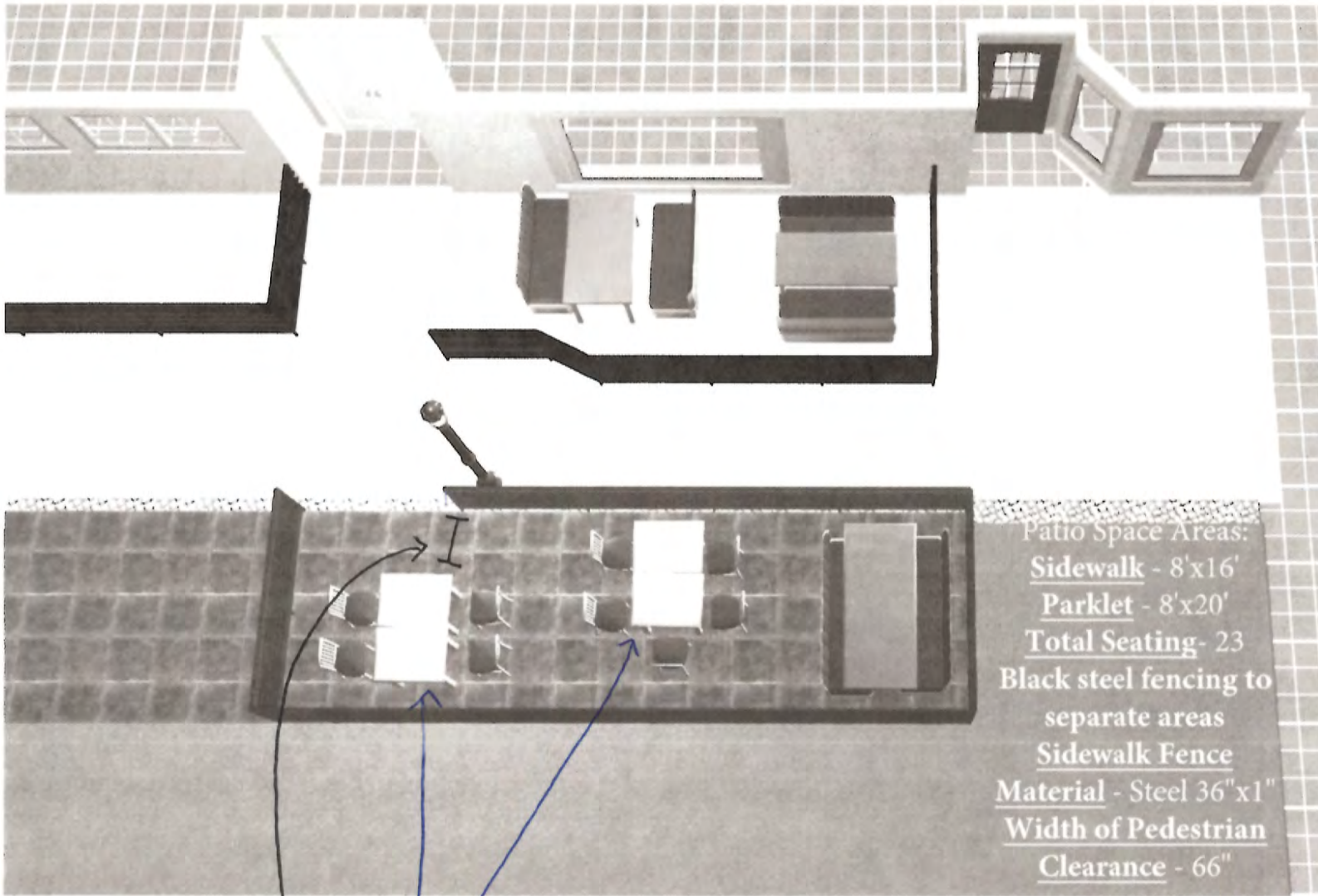
<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR 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
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ 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	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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<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: 
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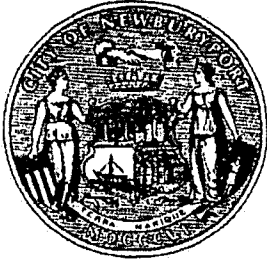


48"  
ACCESSIBLE  
PATHWAY

ADA TABLES  
29" TABLE HEIGHT

Patio Space Areas:  
Sidewalk - 8'x16'  
Parklet - 8'x20'  
Total Seating - 23  
Black steel fencing to  
separate areas  
Sidewalk Fence  
Material - Steel 36"x1"  
Width of Pedestrian  
Clearance - 66"

TOTAL OCCUPANCY = 26



CITY OF NEWBURYPORT  
CITY CLERK  
60 PLEASANT STREET • P.O. BOX 550  
NEWBURYPORT, MA 01950  
(978) 465-4407 • (978) 465-462-7936 (FAX)

March 31, 2023

Anchor Stone Pizza  
44 State Street  
Newburyport, MA 01950

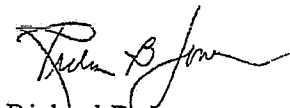
RE: Approval for Outdoor Seating 2023

Dear Restaurant Owner:

Please understand that the City of Newburyport by and through its City Council grants you the right to serve and consume alcohol on the sidewalk and parklet – your authorized tables and chairs – and to cross the sidewalk to accomplish the same pursuant to ODNC098\_10\_12\_2021.

You will receive a separate correspondence requesting insurance.

Thank you,



Richard B. Jones  
City Clerk

## COMMERCIAL LEASE

In consideration of the covenants herein, 42-44 State Street Nominee Trust ("Lessor") hereby leases to Marty & Mark, Inc., a Massachusetts corporation with an address of 4 Melvin Court, Newburyport, Massachusetts 01950 ("Lessee") the following premises, approximately 2,234 square feet of the commercial property located at 42-44 State Street, Newburyport, Massachusetts ("the Leased Premises"), as well as the right to use with others all common areas for a term of Ten (10) years commencing at noon on May 1, 2018 and ending at noon on April 30, 2028 unless sooner terminated as herein provided. Lessor and Lessee now covenant and agree that the following terms and conditions shall govern this lease.

1. **Rent.** Lessee shall pay to Lessor base rent at the rate of Seventy Five Thousand Nine Hundred Sixty and 00/100 (\$75,960.00) dollars per year payable in advance in monthly installments of \$6,330.00 on the first day of each calendar month commencing on May 1, 2018. All payments shall be made to Lessor at c/o Joseph Dussi, 19 Timbercreek Lane, Billerica, Massachusetts 01821 or at such other place as is designated in writing by the Lessor. The base rent shall remain the same for the first two years of the Lease and increase each year thereafter at the rate of 3%. The base rent for year 6 shall be the same as year 5 with a 3% increase each year for years 7 through 10. See payment schedule on Addendum 1.

2. **Security Deposit:** Lessor acknowledges that it continues to hold a security deposit in the sum of Eight Thousand Five Hundred Five (\$8,505.00) dollars upon Lessee's from the inception of the original commercial lease and that said deposit shall continue to be held by the Lessor as security for Lessee's performance hereunder and refunded to Lessee without interest at the end of the Lease, subject to Lessee's satisfactory compliance with the conditions hereof. Lessee may not apply the security deposit to any payment due under the lease. In the event of any default or breach by the Lessee, however, Lessor may elect to apply the security deposit first to any unamortized improvements completed for Lessee's occupancy, then to offset any outstanding invoice of other payment due to Lessor, and then to outstanding rent. If all of any portion of the security deposit is applied to cure a default or breach during the term of the lease, Lessee shall restore said deposit forthwith. Lessee's failure to remit the full security deposit or any portion thereof or to restore said deposit within ten (10) days after written notice thereof shall constitute a substantial lease default. If lessee fails to pay the security deposit on a timely basis, Lessor may retake possession and relet the leased premises for the Lessee's account, or declare this lease null and void for failure of consideration.

3. **Use of Premises:** Lessee shall use the basement of the leased premises for storage, the first floor of the leased premises to operate an upscale pizza restaurant which may serve alcoholic beverages and the second floor of the leased premises to operate as overflow seating for Pizza restaurant patrons, and office space.

4. Utilities, Common Area Maintenance Charges and Real Estate Taxes, Property Management Fee: Lessee shall pay to Lessor as additional annual rent in the sum of Eighteen Thousand Eight Hundred fifty-two (\$18,852.00) dollars per year (\$1,571/month) representing Lessee's pro rata share of Common Area Maintenance Charges, Property Insurance, Water and Sewer and Real Estate Taxes (collectively "CAM Charges") based upon the percentage of occupancy. Lessee shall pay to Lessor its percentage of any increase in CAM Charges after presentation of bills and checks. In addition, Lessee shall pay to Lessor a monthly management fee in the sum of \$395.00 and shall include same in the monthly lease payments. Lessor shall use its best efforts on those items over which Lessor has control to minimize CAM Charge increases. Lessee shall be solely responsible for all utilities relating to the Lease Premises.

5. Compliance with Laws: Lessee agrees not to use the leased premises in any way that may be unlawful, improper, noisy, offensive or contrary to any applicable statute, regulation, ordinance or bylaw. Lessee further acknowledges that the third floor of the property is occupied by the residential tenant and agrees not to interfere with the quiet enjoyment of said tenant. Lessee shall keep all employees working in the leased premises covered by Worker's Compensation Insurance and shall obtain any licenses and permits necessary for the Lessee use and occupancy of the leased premises. Lessee shall be responsible for causing the leased premises and any alternations by Lessee allowed hereunder to be in full compliance with any and all applicable statutes, ordinances and regulations. Lessor consents to Lessee's installation of multiple video screens and music system within the premises.

6. Fire, Casualty, Eminent Domain: Should a substantial portion of the lease premises be substantially damaged by fire or other casualty or be taken by eminent domain, Lessor may elect to terminate this lease. When such fire, casualty or taking renders the leased premises substantially unsuitable for their intended use, a proportionate abatement of rent shall be made, and Lessee may elect to terminate this lease if (a) Lessor fails to give written notice within 30 days after said fire, casualty or taking of its intention to restore the leased premises; or (b) Lessor fails to restore the leased premises to a condition substantially suitable for their intended use within 90 days after said fire, casualty or taking. Lessor reserves all rights for damages or injury to the leased premises for any taking by eminent domain, except for damage to Lessee's property or equipment.

7. Fire Insurance: Lessee shall not permit any use of the lease premises which will adversely effect or make voidable any insurance on the property of which the lease premises are a part, or on the contents of said property, or which shall be contrary to any law, regulation or recommendation made by the Insurance Services Office (or successor organization), state fire prevention agency, local fire department, Lessor's insurer or any similar entity. Lessee shall on demand reimburse Lessor and all other tenants all extra insurance premiums caused by Lessee's use of the leased premises. Lessee shall not vacate the leased premises or permit same to be unoccupied other than during Lessee's customary non-business days or hours, or cause or allow the utilities serving the leased premises to be terminated.

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8. Signs: Lessee may use its corporate logo sign package, subject to applicable municipal regulations. The Lessee shall be responsible for any and all costs associated therewith.

9. Maintenance of Premises: Except as otherwise provided for herein, Lessor will be responsible for the structural maintenance of the leased premises and for the maintenance of the roof, heating and cooling equipment, doors, locks, plumbing and electrical wiring but specifically excluding therefrom, the improvements made to the leased premises by the Lessee and any damage caused by the careless, malicious, willful or negligent acts of the Lessee or others, and chemical, corrosion or water damage from any source. Lessee agrees to maintain at its expense all other aspects of the leased premises in the same condition as they are at the commencement of the lease term or as they may be put in with the Lessor's written consent during the term of the lease, normal wear and tear excluded. Lessee shall properly control and vent all chemicals, radioactive materials, smoke, odors and other materials that may be harmful and shall not cause the area surrounding the leased premises or any other common area to be in anything other than neat and clean condition, depositing all waste in appropriate receptacles. Lessee shall be solely responsible for any damage to plumbing equipment, sanitary lines or any other portion of the building which results from the discharge or use of any substance by Lessee. Lessee shall not permit the leased premises to be overloaded, damaged, stripped or defaced nor suffer any waste, and will not keep animals with the leased premises. All maintenance shall be performed by the Lessor or its agents during Lessor's normal business hours. Anything in the foregoing paragraph to the contrary notwithstanding, Lessor acknowledges that Lessee is in the business of selling pizza which is cooked in hot ovens and results in cooking odors being emitted from the exhaust system in its kitchen. Lessee shall, however, at all times take reasonable measures to minimize said odors and to prevent them from being a nuisance to adjacent tenants at the property.

10. Assignment and Sublease: Provided that the Lessee is not in default of any terms or conditions hereof, Lessee may assign this lease or sublet or allow another entity or individual to occupy the whole or any part of the leased premises, but only with the Lessor's prior written consent. The Lessor's consent shall not be unreasonable withheld or delayed. In no case, may the Lessee assign this lease or sublet the leased premises to any other current or prospective tenant of Lessor, or any affiliate of such current or prospective tenant. Notwithstanding Lessor's consent to assignment or sublease, Lessee and Guarantor shall remain liable to Lessor for the payment of all rent and full performance of all covenants and conditions of this lease. In the event that the rent for the sublease exceeds the rent charged by the Lessor to the Lessee under this lease, the Lessee shall pay to the Lessor one half of the excess amount the Lessor concurrently with the payment of its rent obligations under this lease less any costs of Lessee in connection therewith.

11. Alterations: Lessee shall have the right to reasonable modify the premises so as to use so much of said premises as Lessee requires to operate a pizza restaurant with the prior written consent of the Lessor, said consent not be unreasonable withheld or delayed. Any such allowed alterations, additions or improvements shall be at the Lessee's expense. If Lessor or its agents provide any services or maintenance for the Lessee in connection with such alterations,

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additions, improvements or otherwise under the lease, the Lessee shall promptly pay any just invoice. Lessee shall obtain lien waivers from any contractor which it employs at the conclusion of work performed. Lessee shall not permit any mechanics' liens or similar liens to remain upon the leased premises or on the property in connection with any work performed or claimed to have been performed at the direction of the Lessee and shall cause any such lien to be released or removed forthwith without cost to Lessor. Any alterations, additions or improvements shall become part of the leased premises and the property of the Lessor. Lessor shall have the right at any time to make additions to the building, change the stairs, walkways, or other alter common areas or the exterior of the building. Lessor agrees to use reasonable efforts to reduce interference with Lessee's use of the leased premises when undertaking any such additions, changes or alterations.

12. Lessor's Access: Lessor and its agents and designees may at any reasonable time with reasonable notice and in the presence of Lessee enter to view the leased premises, to show the leased premises to others, to make repairs and alternations as Lessor or its designees elect to do for the leased premises, the common areas, or any other portion of the building; and without creating any obligation or liability for Lessor, but at Lessee's expense, to make repairs which the Lessee is required but has failed to do.

13. Snow Removal: The plowing of snow from all roadways and unobstructed parking areas, the control of snow and ice on all walkways, steps and loading areas serving the leased premises and all other areas not readily accessible to plows shall be the sole responsibility of Lessee. Lessee shall hold Lessor harmless from any and all claims by Lessee's employees, agents, callers, guests, patrons or invitees for damage or personal injury resulting in any way from snow or ice on any area serving the leased premises.

14. Liability: Lessee shall be solely responsible as between Lessor and Lessee for deaths or personal injuries to any and all persons and damage to any property including death, personal injury or property damage caused by fire or other casualty, occurring in or on the leased premises (including any common areas as described below) and arising out of the use, control, condition or occupancy of the leased premises by Lessee, except for death, personal injuries or property damage directly resulting from the sole negligence of the Lessor. Lessee agrees to hold harmless and indemnify Lessor and Owner (as defined below) from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorneys' fees caused by or in any way arising out of any of the aforesaid matters except for death, personal injuries or property damage directly resulting from the sole negligence of Lessor. All common areas, including, any stairs, corridors, roofs and walkways (herein collectively "common areas") shall be considered part of the leased premises for liability and insurance purposes when they are used by Lessee or Lessee's employees, agents, callers, guests, patrons or invitees.

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15. **Insurance:** Lessee shall secure and carry at its own expense a commercial general liability policy and liquor liability policy insuring Lessee, Lessor and Owner against any claims based upon bodily injury (including death) or property damage arising out of the condition of the leased premises (including common areas as described above) or their use by Lessee, including damage by fire or other casualty, such policy to insure Lessee, Lessor and Owner against any claim up to \$3,000,000 for each occurrence involving bodily injury (including death) and \$1,000,000 for each occurrence involving damage to property. This insurance shall be primary and not contributory with any insurance carrier by Lessor, whose insurance shall be considered excess. Prior to occupancy Lessee shall deliver to Lessor certificates and any applicable riders or endorsements showing that such insurance is in full force and effect, and thereafter will provide renewal certificates at least 15 day prior to the expiration of such policies. All insurance certificates shall provide that such policies shall not be cancelled without at least 10 days prior written notice to each insured. If Lessee fails to provide or maintain such insurance at any time during the terms of this lease, Lessor may elect to contract for such insurance, and lessee shall pay Lessor any costs that Lessee would incur for such insurance in complying with this section, plus Lessor's administrative expenses.

16. **Subordination:** This lease shall be subject and subordinate to any and all mortgages and other instruments in the nature of a mortgage, now or at any time hereafter excluding therefrom, any mortgages, notes, security interests and any and all other instruments between Lessee and its lender or secured creditors; and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages or other such instruments in the nature of a mortgage.

17. **Right of First Refusal to Purchase Property:** The Lessee shall have the right of first refusal to purchase the property located at 42-44 State Street, Newburyport, Massachusetts during the term of the Lease or any renewal or extension thereof.

18. **Lease Renewal Option:** The Lessee shall have the option of renewing this lease agreement for one five year period based upon fair market value. Lessee shall exercise its option to renew the Lease by giving written notice to the Lessor at least 6 months prior to expiration date of this Lease. Fair Market Value will be based upon base rent being charged for comparable commercial building spaces on State Street, Newburyport, Massachusetts.

19. **Default and Acceleration of Rent:** In the event that (a) any assignment for the benefit of creditors, trust mortgage, receivership or other insolvency proceeding shall be made or instituted with respect to Lessee or Lessee's property or (b) Lessee shall be in default in the observance or performance of any of Lessee's covenants, agreements or obligations hereunder, and such default shall not be cured within 10 days after written notice thereof, then Lessor shall have the right thereafter without demand or notice, to re-enter and take possession of the leased premises, to declare the term of this lease ended, and/or remove Lessee's effects, without being guilty of trespass or conversion, and without prejudice to any remedies which might be otherwise

used for arrears of rent or other default or breach of the lease. No actions taken by Lessor under this section shall terminate Lessee's obligation to pay rent under this lease as liquidated damage or otherwise. Any sums received by Lessor from or on behalf of Lessee at any time shall be applied first to any unamortized improvements completed for Lessee's occupancy, then to offset any unpaid invoice or other payment due to Lessor and then to unpaid rent. Lessee shall pay any invoice within 10 days after receipt. If any rent and/or other payment is not received by Lessor when due, then Lessee shall pay Lessor a one-time late charge for each past due payment equal to one percent of such overdue amount or \$50.00 whichever is greater. Lessee shall also pay Lessor interest at the rate of 18% per annum on any past due payment. Lessee shall have a grace period of Three (3) days after written notice of default prior to a late charge or penalty being assessed.

20. Notice: Any notice from Lessor to Lessee relating to the leased premises or this lease shall be deemed duly served when left at the leased premises, or served by a constable, or sent to the leased premises or to the last address designated by notice in accordance with this section, by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt thereof, addressed to Lessee. Any notice from Lessee to Lessor relating to the leased premises or this lease shall be deemed duly served when served by a constable, or delivered to Lessor by certified or registered mail, return receipt requested, postage prepaid, or by a recognized courier service with a receipt thereof, addressed to Lessor at 19 Timbercreek Lane, Billerica, Massachusetts 01821. No oral notice or representation shall have any force and effect.

21. Occupancy: If Lessee continues to occupy, control or encumber all or any part of the leased premises after the termination of this lease without the written consent or permission of Lessor, Lessee shall be liable to Lessor for any and all loss, damages or expenses incurred by the Lessor and all terms of this lease shall continue to apply, except that use and occupancy payments shall be due in full monthly installments at a rate which shall be 1.25 times the greater of the monthly rent due under this lease immediately prior to termination of Lessor's then current published rent for the leased premises, it being understood that such extended occupancy is a tenancy at sufferance, solely for the benefit and convenience of Lessee and of greater value. Lessee's control, occupancy or encumbrance of all or any part of the leased premises beyond noon of the last day of any monthly rental period shall constitute Lessee's occupancy for an entire additional month, and increased payment as provided in this section shall be due and payable immediately in advance. Lessor's acceptance of any payments from Lessee during such extended occupancy shall not alter Lessee's status as a tenant at sufferance.

22. Fire Prevention: Lessee agrees to use every reasonable precaution against fire, to provide and maintain approved, labeled fire extinguishers, emergency lighting equipment and exit signs, and to complete any other modifications within the leased premises as required or recommended by the Insurance Services Office (or successor organization), OSHA, the local fire department, Lessor's insurer or any similar entity.

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23. Outside Area: Anything held or stored by Lessee in any common area without the Lessor's prior written consent shall be deemed abandoned and may be removed by Lessor at Lessee's expense without notice. The Lessee shall be allowed to incorporate any outside space of the premises for outside dining providing that Lessee obtains such approvals and/or permits required by the Town of Newburyport and maintains said outside area(s) in a neat, clean and orderly manner.

24. Environment: Lessee will use the leased premises so as not to interfere in any way with the use and enjoyment of other portions of the same or neighboring buildings by others by reason of odors, smoke, exhaust, smells, vibrations, noise, pets, accumulation of garbage or trash, vermin or other pests or otherwise, and will at its expense employ a professional pest control service if determined necessary by Lessor. Lessee agrees to maintain effective devices for preventing damage to plumbing and heating equipment from deionized water, chemicals or hazardous materials which may be present at the lease premises. No hazardous materials or wastes shall be used, stored, disposed of, or allowed to remain at or on the leased premises at any time without the Lessor's specific approval, and Lessee shall be solely responsible for, and shall indemnify and hold harmless Lessor and Owner from, any and all corrosion or other damage in any way associated with the use, storage and /or disposal of same by Lessee. Reference is hereby made to Paragraph 9 hereof with regard to Lessee's use of ovens.

25. Responsibility: Neither Lessor or Owner shall be liable to anyone for, nor shall Lessee's obligations under this lease be reduced because of, loss or damage caused in any way by the use, leakage seepage, flooding or escape of water or sewage in any form or from any source, by the interruption or cessation of any service rendered customarily to the leased premises or building or agreed to by the terms of the lease, by any accident, the making of repairs, alterations or improvements, labor difficulties, weather conditions, mechanical breakdowns, trouble or scarcity in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained, by any change in any utility or service provider, or by any cause beyond Lessor's immediate control. Subject to Paragraph 6 herein, in the event of damage or casualty to the premises is not caused by the Lessee, Lessor agrees to correct said damage as soon as possible in order to lessen damage to Lessee.

26. Surrender: On or before the termination of this lease, Lessee shall remove all of Lessee's goods and effects from the leased premises, and shall deliver to Lessor actual and exclusive possession of the leased premises and all key and locks hereto. Lessee shall deliver to Lessor said leased premises in broom clean condition and in at least the same condition as they were at the commencement of the lease or as the leased premises were modified during the term of the lease, reasonable wear and tear excluded. Any of the Lessee's property that remains on the leased premises upon termination of the lease shall be deemed abandoned and shall be disposed of as Lessor sees fit, with no liability to Lessor for loss or damage thereto, and at the sole risk of Lessee. In no case shall the leased premises be deemed surrendered to Lessor until the termination date provided for herein or such other date as may be specified in a written agreement between the parties, notwithstanding the delivery of any keys to Lessor.

*J. MAT*

27. Waivers, Etc...: No consent or waiver, express or implied, by Lessor to or of any breach of any covenant, condition or duty of Lessee shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If Lessee is several persons, corporations, or other legal entities, or a partnership or some combination thereof, Lessee's obligations are joint and several. Unless repugnant to the context, "Lessor" and "Lessee" mean the person or persons, natural or corporate, named above as Lessor and Lessee respectively, and their respective heirs, executors, administrators and assigns.

28. Sale of Lessee Business: If Lessee desires to sell the Lessee's business during the term of this Lease, then any such sale and assumption of this lease must be approved by the Lessor. The Lessor shall have the right to perform due diligence to determine the creditworthiness of the prospective purchaser and guarantor as a condition to its approval of the sale. Lessee and Guarantor shall remain liable under the terms of this Lease until such time as a Lease containing the same terms herein is executed by the new purchaser as Lessee and by the Guarantor.

29. General: (a) The invalidity or unenforceability of any clause or provision of this lease shall not affect or render invalid or unenforceable any other clause or provision hereof. (b) The obligations of this lease shall run with the land, and this lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessor and Owner shall be liable for obligations occurring only while Lessor or owner of the leased premises. (c) If lessor or Owner is a trust, corporation or other limited liability entity, the obligations of Lessor shall be binding upon the trust, corporation or other entity but not upon any trustee, officer, director, shareholder, member, limited partner or beneficiary individual. (d) This lease is executed and delivered in the Commonwealth of Massachusetts and shall be interpreted, construed, and enforced in accordance with the laws thereof. (e) This lease is the result of negotiations between parties of equal bargaining strength and when executed by both parties shall constitute the entire agreement between the parties, superceding all prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. (f) Notwithstanding any other statements herein, Lessor makes no warrant, express or implied, concerning the suitability of the leased premises for Lessee's intended use. (g) Lessee agrees that if Lessor does not deliver possession of the leased premises as herein provide for any reason, Lessor shall not be liable to Lessee for such failure, but Lessor agrees to use reasonable efforts to deliver possession of the leased premises to the Lessee at the earliest practical date. A proportionate abatement of rent, excluding the cost of any amortized improvements to the leased premises, for such time as Lessee may be deprived of possession of the leased premises shall be Lessee's sole remedy, except where a delay in delivery is caused in any way by Lessee. (h) Neither the submission of this lease form or any amendment hereof, nor the acceptance of the security deposit and/or rent shall constitute a reservation of or option for the leased premises, or an offer to lease, it being expressly understood and agreed that neither this lease nor any amendment shall bind either party in any manner whatsoever unless and until it has been executed by both parties. (i) Lessee shall not be entitled to exercise any option in this lease or receive Lessor's consent as provided for herein, if Lessee is at that time in default of any terms or conditions hereof beyond the applicable cure period. (j) Except as otherwise provided herein, neither Lessor, nor Owner, nor Lessee shall be liable for any special, incidental, indirect or



consequential damages, including but not limited to lost profits or loss of business, arising out of or in any manner connected with performance or non-performance under this lease, even if any party has knowledge of the possibility of such damages. (k) The headings in this lease are for convenience only and shall not be considered part of the terms hereof. (l) No restriction, condition or other endorsement by Lessee on any check, nor Lessor's deposit of any full or partial payment, shall bind Lessor in any way or limit Lessor's rights under this lease. (m) Lessee shall pay to Lessor for all legal and administrative fees and expenses incurred by Lessor in connection with any consent requested by Lessee or in enforcement of any of Lessor's rights against the Lessee under this lease agreement. (n) Lessee's covenants under this lease shall be independent of Lessor's covenants, and Lessor's failure to perform any of its covenants under this lease, including a covenant constituting a significant inducement to Lessee to enter into this lease, shall not excuse payment of rent or any other charges by Lessee or allow Lessee to terminate this lease. (o) Lessor, Lessee, Owner and Guarantor hereby waive any and all rights to a jury trial in any proceeding in any way arising out of the subject matter of this lease.

In witness whereof, Lessor and Lessee have hereunto set their hands and common seals, intending to be legally bound hereby this 3rd day of April, 2018.

Lessor: 42-44 State Street Nominee Trust  
by its Trustee

Lessee: Marty & Mark, Inc.

Gaeta Real Estate Acquisition &  
Development, LLC  
By its Manager and Member

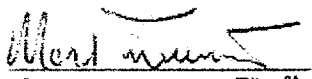
By [Signature]  
Title: PRESIDENT

By [Signature], MANAGER  
John J. Dussi


GUARANTY

In consideration of Lessor making this lease with Lessee, at the request of the undersigned (Guarantor) and in reliance on this guaranty, Guarantor(s) hereby personally guarantee(s) the prompt payment of rent by Lessee and the performance by Lessee of all terms, conditions, covenants and agreements of the lease, any amendments thereto and any extensions, renewals or assignments thereof, with respect to the leased premises and any new premises that become subject to this lease, and the undersigned promises to pay all expenses, including reasonable attorney's fees incurred by Lessor in the enforcement of all obligations of Lessee under the lease or in the enforcement of this guaranty. Lessor's consent to any assignments, subleases amendments, renewals or extensions by Lessee or to any compromise or release of Lessee's liability hereunder, with or without notice to the undersigned, or Lessor's failure to notify the undersigned of any default and/or reinstatement of the lease by Lessee, shall not relieve the undersigned from liability as Guarantor(s).

In witness whereof, the undersigned Guarantor(s) has/have hereunto set his/her/their hand and common seal, intending to be legally bound on this 3rd day of April, 2018.

  
MARK TRAMCATANA

Address: 4 Melvin Ct Newburyport MA

  
JENNIFER TRAMCATANA

Address: 4 MELVIN CT. NEWBURYPORT, MA

## SUBLEASE AGREEMENT

This Sublease Agreement made this 5<sup>th</sup> day of June, 2018, by and between MARTY & MARK, INC., a Massachusetts corporation with a principal place of business located at 4 Melvin Ct., Newburyport, Massachusetts 01950, hereinafter called the "Sublessor", which term shall include their successors and assigns where the context so admits and Newburyport Artisan Pizza Company, a Massachusetts corporation with a principal place of business located at 14 Sunset Terrace, Merrimac, Massachusetts 01860, hereinafter called the "Sublessee", which expression shall include their successors and assigns where the context so admits. Any and all references herein to the "parties" shall mean the above-named Sublessor and Sublessee.

WHEREAS, the Sublessor, as lessee and John J. Dussi, Trustee of 42-44 State Street Nominee Trust with a mailing address of 14 Morningside Circle, Boxford, Massachusetts 01921 (the "Prime Lessor") entered into a lease dated as of May 1, 2018 (the "Prime Lease"), a copy of which is annexed hereto and made a part hereof as Exhibit "A", for the premises consisting of approximately 2,234 ± square feet of usable space and consisting of the leased premises (the "Building") located at 42-44 State Street, Newburyport, Massachusetts, and as more particularly described in the Prime Lease (the "Premises"); and

WHEREAS, the Sublessor and Sublessee desire to enter into this Sublease Agreement as of the 1<sup>st</sup> day of May, 2018 pursuant to the terms contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Sublease Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sublessor and Sublessee hereby agree as follows:

1. Premises. Sublessor shall sublease to Sublessee the Premises, including the right to use in common with others the elevators, stairs and entrances and exits of the Building and restrooms on the floor(s) the Premises are situated.
2. Term. The term of this Sublease Agreement be the period of ten (10) years, unless sooner terminated under the provisions hereof (the "Term"), beginning on June 10, 2018 (the "Commencement Date") and terminating on April 30, 2028 (the "Expiration Date"). Provided that the Sublessee is not in default on any of its obligations under the terms of this Sublease, the Sublessee shall have the right at its election to extend the Term of this Sublease for one (1) five (5) year term (the "Extension Option") commencing upon the expiration of the Term, provided that the Prime Landlord shall receive written notice from Sublessee of the exercise of its election at least six (6) months prior to the expiration of the Term, and provided further that Sublessee has otherwise complied in all respects with all terms and conditions set forth in the Prime Lease which governs the Extension Option. Upon giving notice to the Prime Lessor, Sublessee shall simultaneously give notice to Sublessor of its exercise of the Extension Option. Renewal rent shall be based upon fair market value.
3. Fixed Rent. During the term of this Sublease, Sublessee covenants and agrees to pay to Sublessor, without abatement deduction or set-off, fixed rent from the Commencement Date of May 1, 2018 in accordance with the schedule attached hereto as Addendum 1, and for each and every month and year thereafter according to the schedule set forth in said Schedule. All monthly rent payments being subject to pro-rata in the case of any partial calendar month. All said rents payments being payable to Sublessor and sent to Sublessor's address as hereinabove mentioned or such other address as may be specified by Sublessor by written notice to Sublessee.
4. Additional Rent. During the Term of this Sublease, the Sublessee covenants and agrees to pay to Sublessor as Additional Rent those same items which Sublessor is required to pay to Prime Lessor as more particularly provided for in Section 4 of the Prime Lease, as same may be billed to Sublessee by Sublessor from time to time, all as further provided in the Prime Lease. Such payments of Additional Rent will be made at the times and in the manner set forth in the Prime Lease.

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5. Security Deposit Upon the execution of this Sublease Agreement, the Sublessee shall pay to the Sublessor the sum of Eight Thousand Five Hundred Five Dollars (\$8,505.00) which shall be held as security for Sublessee's performance as herein provided and refunded to the Sublessee at the end of this Sublease, without interest, subject to the Sublessee's satisfactory compliance with the conditions hereof.

6. Use.

A. Sublessee shall use and occupy the Premises for the purpose of operating a pizza restaurant and any other related business, including, but not limited to the sale of complementary products associated with a pizza restaurant, and all other uses which are incidental thereto, and such other uses, if any, as further provided for in the Prime Lease, and no other use.

B. Sublessee and Sublessor agree that Sublessor shall have no responsibility for any permits, licenses or other approvals that may be necessary for the conduct of Sublessee's business within the Premises, all such permits, licenses and approvals to be Sublessee's sole responsibility and at Sublessee's sole cost and expense.

C. Sublessee otherwise acknowledges and agrees that its use and occupation of the Premises shall be subject to those matters set forth in the Prime Lease.

7. Subject to Prime Lease.

A. This Sublease Agreement is expressly subject to the terms and provisions of the Prime Lease. For purposes of this sublease, the word "Sublessor" shall be substituted for the word "Landlord" wherever that word appears in such provisions of the Prime Lease and the word "Sublessee" substituted for the word "Tenant" wherever that word appears in such provisions of the Prime Lease.

B. Notwithstanding anything to the contrary herein, this Sublease shall terminate, and be of no further force and effect, upon termination of the Prime Lease for any reason, without liability to Sublessor whatsoever.

8. Consent. In any instance where Sublessor's consent is necessary to any act of Sublessee's under this Sublease, it is understood and agreed that Sublessor shall not unreasonably withhold such consent. The Sublessee hereby acknowledges and agrees that in any instance where both Sublessor and Prime Landlord's consent is necessary to any act of Sublessee's under this Sublease, that Sublessor's consent is expressly contingent upon Prime Landlord's giving of its consent.

9. Default. Sublessor and Sublessee each covenants and agrees not to do or commit any act which shall constitute a default under the Prime Lease and each agrees to defend and save the other harmless and indemnified from and against any and all liability, loss, cost, damage or expense, including reasonable attorney's fees, arising out of or in connection with any act or failure to act which constitutes a default under the Prime Lease.

In the event that the Sublessee shall default on the Prime Lease, and all applicable cure periods have expired, the Sublessor shall have the right thereafter to declare the Sublease Term ended and terminate the Sublease upon providing written notice to Sublessee, and subject to applicable law, to re-enter and take complete possession of the Premises and remove the Sublessee's effects therefrom (all of which remain the property of the Sublessee), without prejudice to any other remedies which might otherwise be available hereunder and under the Prime Lease.

10. Condition of Premises. Except as may be otherwise expressly set forth herein, the Sublessee shall accept the Premises "as is" in their condition as of the commencement of the Term of this Sublease, and the Sublessor shall be obligated to perform no work whatsoever in order to prepare the Premises for occupancy by the Sublessee.

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11. Broker Fee. Sublessor and Sublessee each represents and warrants that they have dealt with no broker in connection with the consummation of this Sublease and in the event of any brokerage claims and each agrees to defend and save the other harmless and indemnified from and against any and all liability, loss, cost, damage or expense, including reasonable attorney's fees in connection with this Sublease. Sublessor represents and warrants to Sublessee that there are no fees due any broker in the event Sublessor, as tenant exercises its option to extend as more particularly set forth in the Prime Lease and Sublessor agrees to defend and save harmless Sublessee from any brokerage claim therefor, as provided for in the preceding sentence.

12. Quiet Enjoyment. Sublessor covenants that if and so long as Sublessee pays the fixed rent and additional rent and performs the terms, covenants and conditions on Sublessee's part to be performed, Sublessee shall peaceably and quietly have, hold and enjoy the Premises for the term of this Sublease, subject to the provisions of this Sublease.

13. When Sublease Becomes Binding. The submission of this document for examination and negotiation does not constitute an offer to sublease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Sublessor and Sublessee and provided that Prime Landlord has executed and delivered its consent to same. All negotiations, considerations, representations and understandings between Sublessor and Sublessee are incorporated herein and this Sublease expressly supersedes any proposals or other written documents relating thereto. This Sublease may be modified or altered only by written agreement between Sublessor and Sublessee, with written consent to same by Prime Landlord.

14. Applicable Law and Construction. This Sublease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Sublease or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Sublease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

15. Paragraph Headings and Interpretation of Sections. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Sublease. The provisions of this Sublease shall be construed as a whole, according to their common meaning (except where a precise legal interpretation is clearly evidenced), and not for or against either party. Unless repugnant to the context, the words "Sublessor" and "Sublessee" appearing in this Sublease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively to there be more than one sublessee, the obligations imposed by this Sublease upon Sublessee shall be joint and several.

16. Notices. Any notice from the Sublessor to the Sublessee relating to the Premises or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed to the Sublessee, or if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Sublessee. Any notices from the Sublessee to the Sublessor relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Sublessor by registered mail or certified mail, return receipt requested, postage prepaid, addressed to the Sublessor at such address as the Sublessor may from time to time advise in writing.

Copies of all notices to Sublessee shall be sent to:

Ashlyn Scott Calcagni  
Newburyport Artisan Pizza Company  
14 Sunset Terrace  
Merrimac, MA 01860  
Tel: 978-478-8174  
ashlyncalcagni@gmail.com

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Copies of all notices to Sublessor shall be sent to:

Mark L. Janos, Esq.  
Law Office of Mark L. Janos, P.C.  
6 Harris Street  
Newburyport, Ma 01950  
Tel: 978-465-2043  
Fax: 978-465-6321  
Mark.janos@janoslaw.com

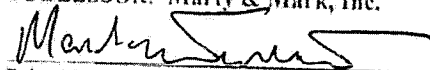
17. Liquor License. This agreement is contingent upon the approval of the City of Newburyport Licensing Authority for the transfer of the exiting liquor license. For the purposes of this agreement, state approval is not required.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Sublessor and Sublessee have duly executed this Sublease Agreement this 5<sup>th</sup>  
day of JUNE, 2018.

SUBLESSOR: Marty & Mark, Inc.

By:



Print Name: Mark S. Tramontana

Print Title: President

Hereunto duly authorized

SUBLESSEE: Newburyport Artisan Pizza Company

By:



Print Name: Ashlyn Scott Calcagni

Print Title: President/Treasurer

Hereunto duly authorized

AC MT

42-44 State Street Nominee Trust  
42-44 State Street  
Newburyport, Massachusetts 01950  
617-719-3003

June 13, 2023

City of Newburyport  
Licensing Commission  
60 Pleasant Street  
Newburyport, Massachusetts 01950

RE: Anchor Pizza  
42-44 State Street, Newburyport, MA  
Letter from Landlord approving outdoor seating

Dear Sir or Madam:

This letter is being written to you at the request of our tenant, Anchor Pizza, located at 42-44 State Street, Newburyport, MA to provide them with permission to have outdoor seating for their customers subject to the provisions of the Amendment to Commercial Lease dated June 11, 2023, a copy of which is attached hereto.

If you have further questions please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,



John J. Dussi, Trustee

42-44 State Street Nominee Trust

**COMMERCIAL LEASE AMENDMENT**

**(Outdoor Seating)**

42-44 State Street


Newburyport, MA

Outdoor Seating Area: Effective from and after the date of this Amendment, the Lessee and Occupant of the building located at 42-44 State Street, Newburyport, Massachusetts (the "Property") shall have the non-exclusive right to use the seating area adjacent to the Property. The Lessee and Occupant acknowledge that they have provided the seating and other outdoor furniture located or to be located in the seating area and shall be solely responsible for its care and maintenance including any cost and/or expense associated therewith. The Lessee and Occupant shall, at its own cost and expense: (i) be responsible for promptly cleaning any spills or waste in the outside seating area; (ii) clean and wash daily all tables, chairs, dividers, fixtures, floor mats and furnishings in the outdoor seating area; (iii) cause trash containers in the outdoor seating area to be emptied on a regular basis to their overflowing and emptied prior to the daily closing of the business; and (iv) to comply with all state, city and local rules, regulations and ordinances which govern outdoor seating in this location. The Lessee and Occupant further acknowledge that they have exclusive management, supervision, custody and control over the outdoor seating area and that they are responsible for any injury (including death) and/or damages which occur in the outdoor seating area. As such, the Lessee/Occupant hereby indemnifies and holds harmless the Lessor/Landlord from any and all damages and/or injuries (including death) which occur in the outdoor seating area.


The Lessor reserves the exclusive right to revoke outdoor seating privileges in its sole discretion without prior notification during the full term of the lease.

All other provisions of the Commercial Lease Agreement and Personal Guaranty dated April 3, 2018 shall remain in full force and affect.


Lessor/Landlord  
42-44 State Street Nominee Trust  
By Its Trustee

  
John J. Dupel, Trustee  
Dated: JUNE 11, 2023

Lessee  
Marty & Mark, Inc.

  
Mark Tramontana  
Dated: JULY 2, 2023

Occupant  
Anchor Stone Deck Pizza

  
Ashlyn Calcagni  
Dated: June 11, 2023

**COMMERCIAL LEASE AMENDMENT**

**(Outdoor Seating)**

42-44 State Street

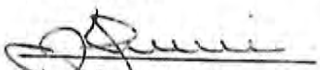
Newburyport, MA

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Lessor/Landlord  
42-44 State Street Nominee Trust  
By Its Trustee



John J. Dussi, Trustee

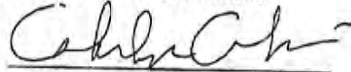
Dated: JUL 11, 2023

Lessee  
Marty & Mark, Inc.

\_\_\_\_\_  
Mark Tramontana

Dated: \_\_\_\_\_

Occupant  
Anchor Stone Deck Pizza



Ashlyn Calcagni

Dated: June 11, 2023

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### **ORDERED:**

#### **EMERGENCY PREAMBLE**

Pursuant to Charter Section 2-9 (b) and as further defined in Section 1-7(7) an emergency exists due to the fact that the matter referenced in ORDR00477\_07\_10\_2023, related to the intermunicipal Agreement between the Town of West Newbury and the City of Newburyport for the Shared Animal Control Services Contract to begin July 1, 2023 and the Council does not meet again until August 14, 2023.

Therefore, the City Council hereby affirmatively declares that an emergency exists such that ORDR00477\_07\_10\_2023 be voted upon at its first introduction to this Council.

---

Councillor James J. McCauley



**IN CITY COUNCIL**

**ORDERED:**

July 10, 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**

**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>Estimated Costs</b>		
	<b>FY2024</b>	<b>FY2025</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>65/35 split based on actual costs</b>		
	<b>FY2024</b>	<b>FY2025</b>
<b>West Newbury's Share</b>		
Direct Costs	2,181	1,963
Assessment (Estimated**)	27,443	32,268
<b>Total West Newbury</b>	<b>29,624</b>	<b>34,230</b>
<b>% of Total Program Cost</b>	<b>31.0%</b>	<b>35.0%</b>
<b>Newburyport's Share</b>		
Direct Costs	93,533	95,838
Less: Payment from WNBY	-27,443	-32,268
<b>Total Newburyport</b>	<b>66,090</b>	<b>63,571</b>
<b>% of Total Program Cost</b>	<b>69.0%</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.



# **ORDINANCES**

# 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>twenty</u> <del>(20)</del> <u>fifty-six (56)</u> feet running in a southerly 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.

**In City Council June 26, 2023:**

Motion to approve on 1<sup>st</sup> reading by Councillor Donahue, seconded by Councillor McCauley. Scribner's error noted direction should state "in a southerly". Motion to continue to a date certain, next City Council meeting July 10<sup>th</sup> by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 9 yes, 1 no (JD), 1 absent(CW). Motion passes.



Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the City of Newburyport & MassGIS. MVPC AND THE CITY OF NEWBURYPORT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE CITY OF NEWBURYPORT AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.



Legend

- Municipal Boundary
- Roads
  - Interstate
  - Major Road
  - Local Road
  - Railroad
- Parcels

**FAIL STREET - OPP SPRING STREET  
NO PARKING RESTRICTION PROPOSAL**

## **COMMITTEE ITEMS**

# Committee Items – July 10, 2023

## Licenses & Permits

### *In Committee:*

- APPL00145\_06\_26\_2023
- APPL00146\_06\_26\_2023

Walk Against Domestic Violence Sunday, Oct. 1st 8-11 am Waterfront Park  
11<sup>th</sup> Annual Car Show Aug 10<sup>th</sup> 5-8pm

# 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 \_\_\_\_\_

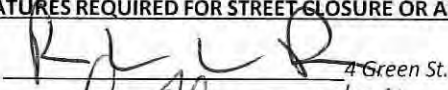
• Locations of Viewing Stations: N/A \_\_\_\_\_

• 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

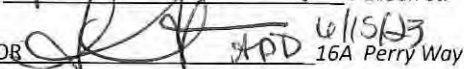
CITY MARSHAL

 4 Green St.

FIRE CHIEF

 0 Greenleaf St.

DEPUTY DIRECTOR

 16A Perry Way

CITY CLERK

 60 Pleasant St.

HEALTH DIRECTOR

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

Updated April 1, 2022

## 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.

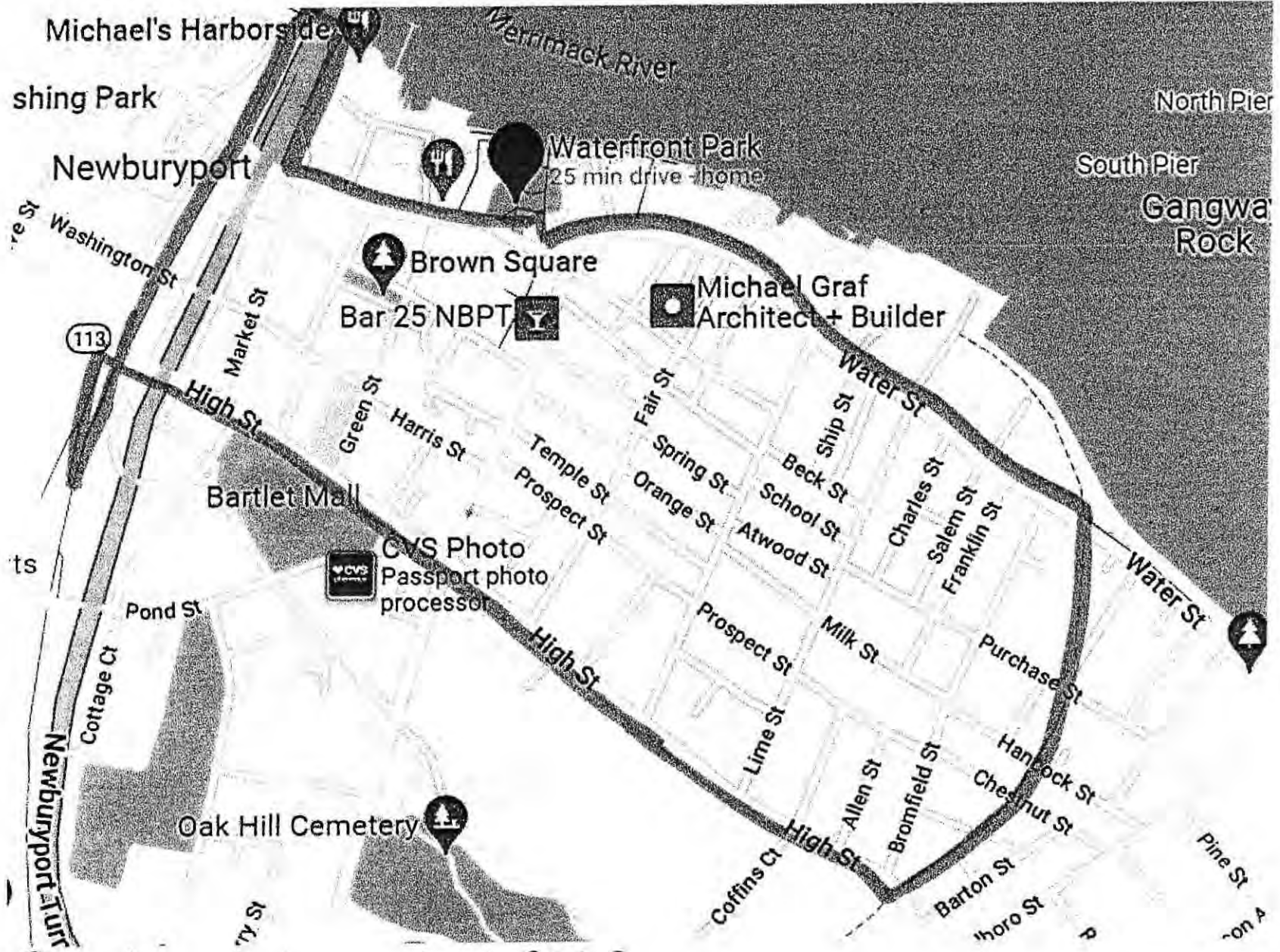
**I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.**

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

School St  
Atwood St

Beck St

Ship St

Water St

Charles St

Salem St

Franklin St

Bartlet Mall

CVS Photo  
Passport photo processor

Pond St

High St

Prospect St

Milk St

Purchase St

Water St

ts

Cottage Ct

Newburyport Turn

Oak Hill Cemetery

Coffins Ct

High St

Allen St

Bromfield St

Barton St

thoro St

P

Hancock St

Chestnut 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. Trickey 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 #  
Day of Event Contact & Phone: Sarah Motzkin 617-771-4431 sarah # 978-270-5219  
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  
is open to public

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 \_\_\_\_\_ 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.

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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.*

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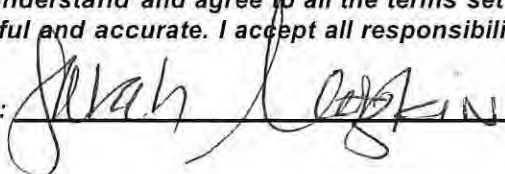
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance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

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

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

## 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"/> EXCESS LIAB 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.

# Committee Items – July 10, 2023

## Planning & Development

*In Committee:*

- APPT00410\_06\_26\_2023 Patricia Peknik 4 Dove St. ZBA 7/31/2024
- APPT00411\_06\_26\_2023 Lynn Schow 75 High St. ZBA 7/31/2024
- ORDR00471\_06\_26\_2023 Deed Acceptance for Conservation Purposes 21 Malcolm Hoyt Dr.



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

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



**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

**In City Council June 26, 2023:**

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



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, on behalf of the Planning Board, duly Authorized 4/6/2023  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_  
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 488 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.

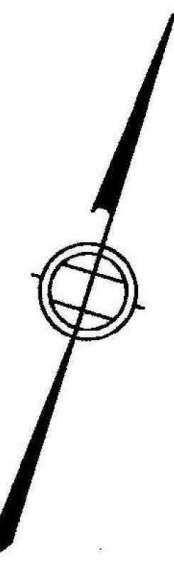
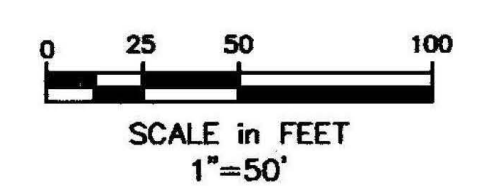
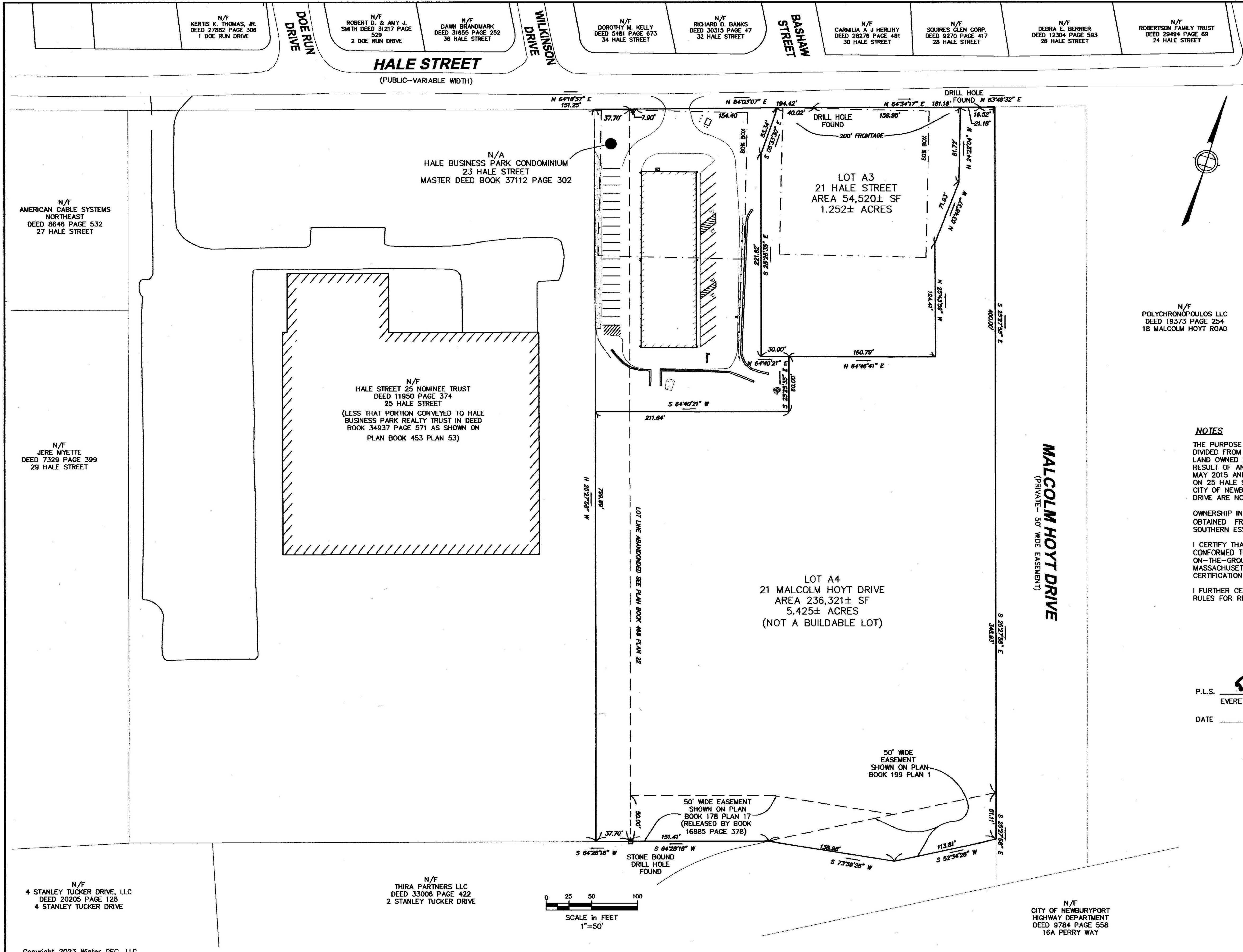
I CERTIFY THAT THAT THE SURVEY PERFORMED TO PREPARE THIS PLAN CONFORMED TO THE PROCEDURAL AND TECHNICAL STANDARDS FOR AN ON-THE-GROUND CADASTRAL SURVEY IN ACCORDANCE WITH COMMONWEALTH OF MASSACHUSETTS 250 CMR SECTION 6.01, AND THAT THIS IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY 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 POLYCHRONOPOULOS LLC DEED 19373 PAGE 254 18 MALCOLM HOYT ROAD

MALCOLM HOYT DRIVE (PRIVATE - 50' WIDE EASEMENT)

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

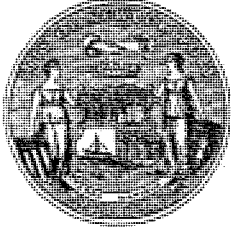
N/F CITY OF NEWBURYPORT HIGHWAY DEPARTMENT DEED 9784 PAGE 558 16A PERRY WAY

Copyright 2023 Winter GEC, LLC

Winter GEC, LLC 44 MERRIMAC STREET NEWBURYPORT, MA 01950 978-270-8626	SCALE:					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
	HORIZ: 1" = 50'								DATE: MAR 7, 2023
	VERT: _____								SHEET NO. 1 OF 1
		NO.	DATE	BY	REVISIONS				

# **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

---

**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

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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

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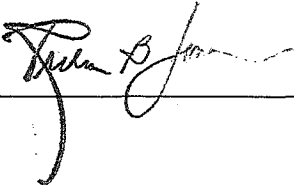
  
\_\_\_\_\_  
Ken Swanton, Vice-Chair

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

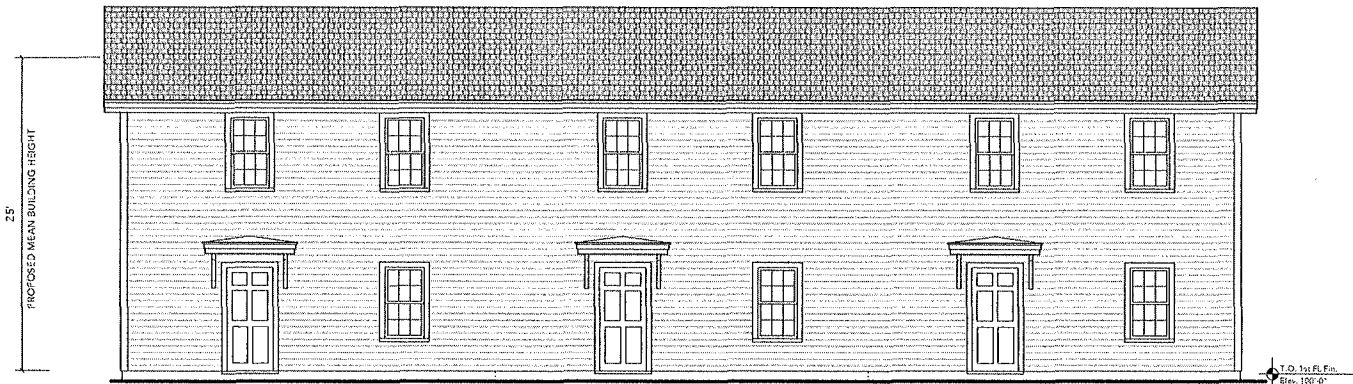
architect:

**GRAF  
ARCHITECTS**

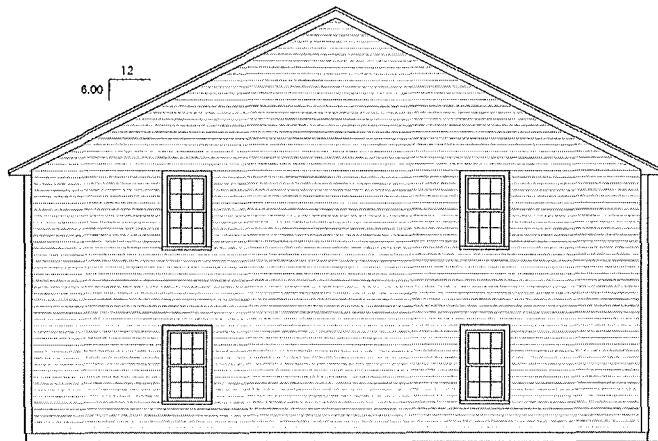
2 Library Street  
Newburyport, MA  
01950

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)

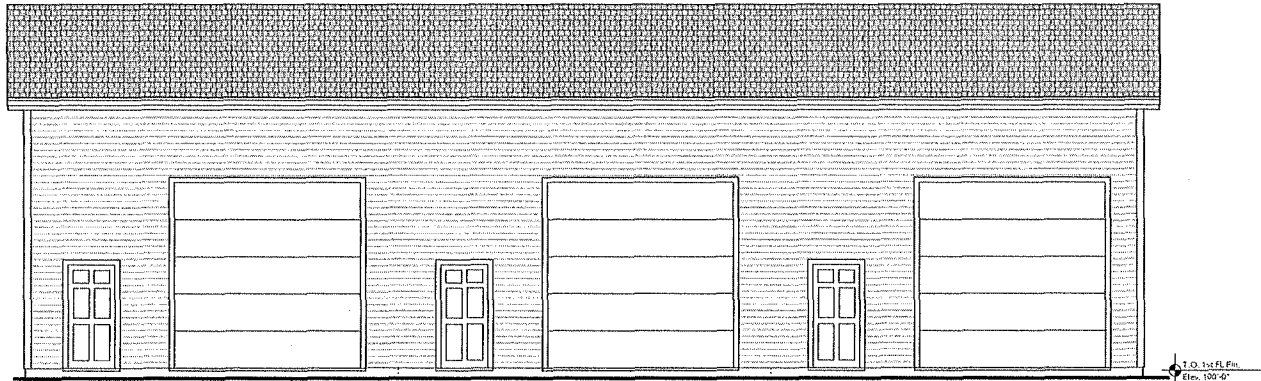
**PROPOSED  
Exterior Elevations**

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

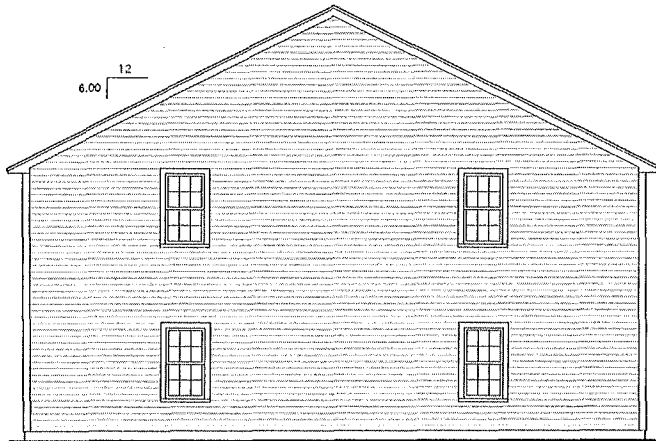
6 sept 2022

**A02**

THE ARCHITECTURE FIRM



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



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

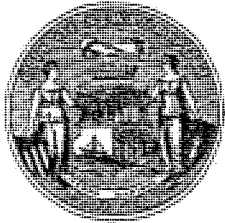
# **EXHIBIT D**

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**

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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:** 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:**

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**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:**

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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**

---

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:**

---

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

**APPEALS:**

---

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

**SIGNATURE OF THE BOARD:**

---

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.

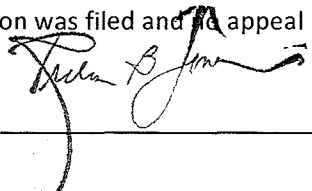
Frederick S. Taintor  
Frederick S. Taintor (Apr 21, 2023 11:16 EDT)  
Rick Taintor, Chair

Apr 21, 2023  
Date

**CITY CLERK CERTIFICATION:**

---

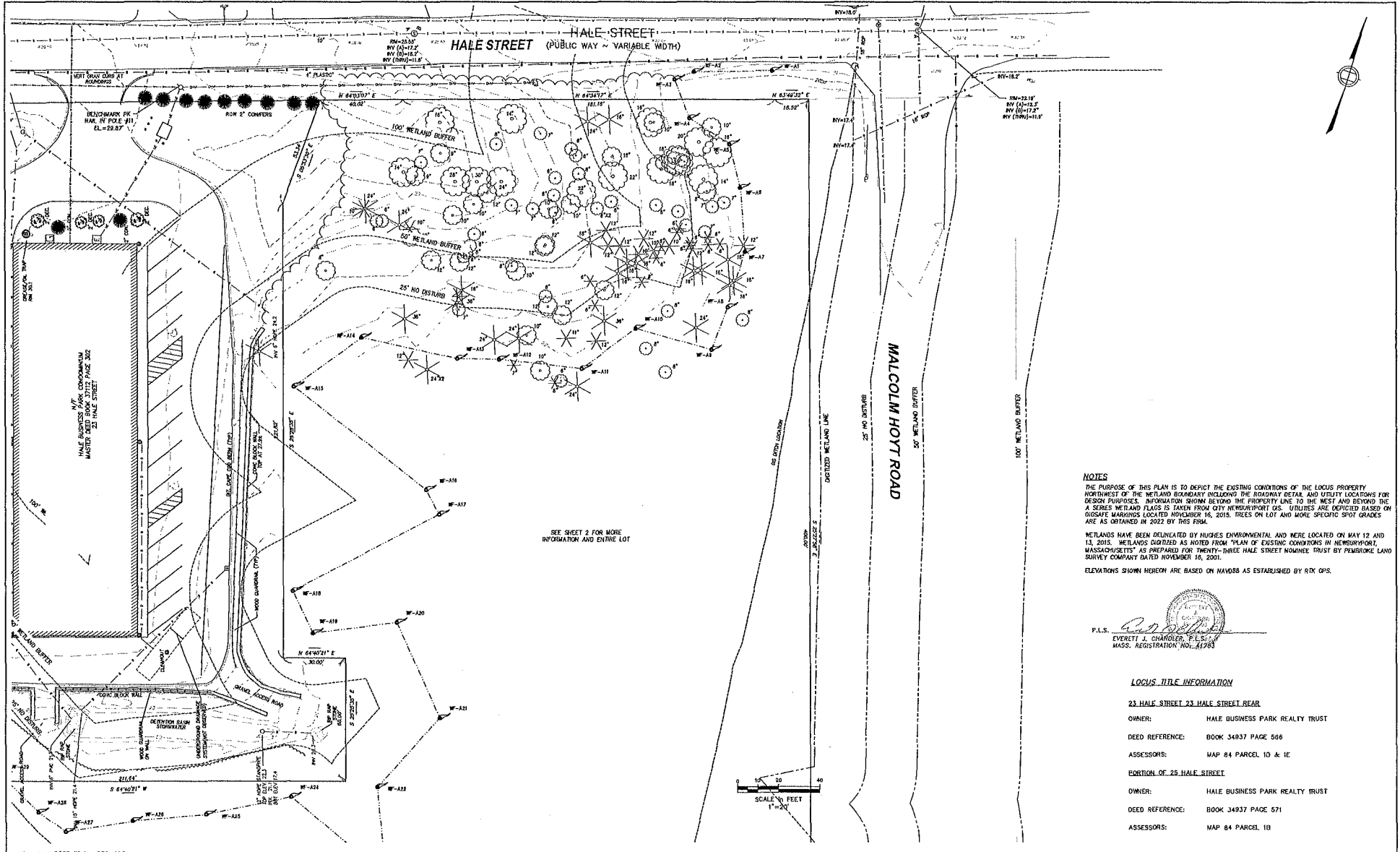
I, Richard Jones, City Clerk of the City of Newburyport, hereby certify pursuant to M.G.L. Chapter 40A Section 17, that the Site Plan Review decision for the property known as 21 Malcolm Hoyt Road was filed in the Office of the City Clerk on April 24, 2023. Twenty (20) days have elapsed since the decision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



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

May 22, 2023  
Date





SEE SHEET 2 FOR MORE INFORMATION AND ENTIRE LOT

**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 1D & 1E  
**PORTION OF 25 HALE STREET**  
 OWNER: HALE BUSINESS PARK REALTY TRUST  
 DEED REFERENCE: BOOK 34937 PAGE 571  
 ASSESSORS: MAP 84 PARCEL 1D

Copyright 2022 Winter GEC, LLC

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

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

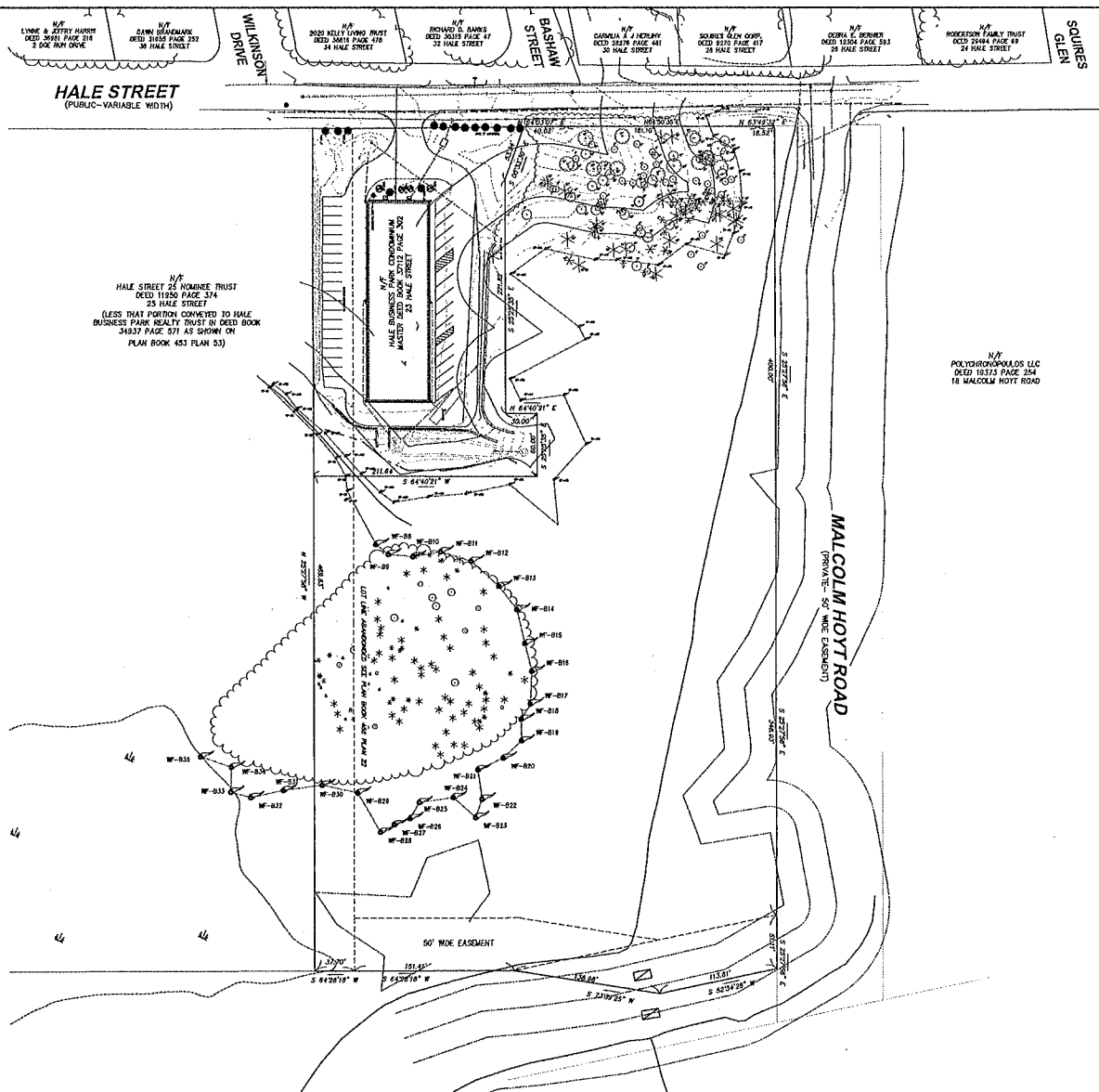
FIELD: EC/SS/CO  
 CALCS: EC  
 CHECKED: EJC  
 APPROVED: EJC

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 3081 PAGE 478 34 HALE STREET  
 N/T RICHARD J. BARRIS DEED 3015 PAGE 47 32 HALE STREET

N/T CAROL A. J. HERBAY DEED 3281 PAGE 481 30 HALE STREET  
 N/T SQUIRES GLEN CORP. DEED 8210 PAGE 419 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

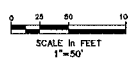
**HALE STREET**  
 (PUBLIC-VARIABLE WIDTH)

N/T HALE STREET 25 NADARRE 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



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

SCALE:			
HORIZ: 1" = 50'			
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



**GMP ASSOCIATES**  
 15 CALVERT STREET, FLOOR 10, NEWTON, MA 02459  
 TEL: 617.552.3333 FAX: 617.552.3334  
 WWW.GMPASSOCIATES.COM

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

**PROJECT**

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

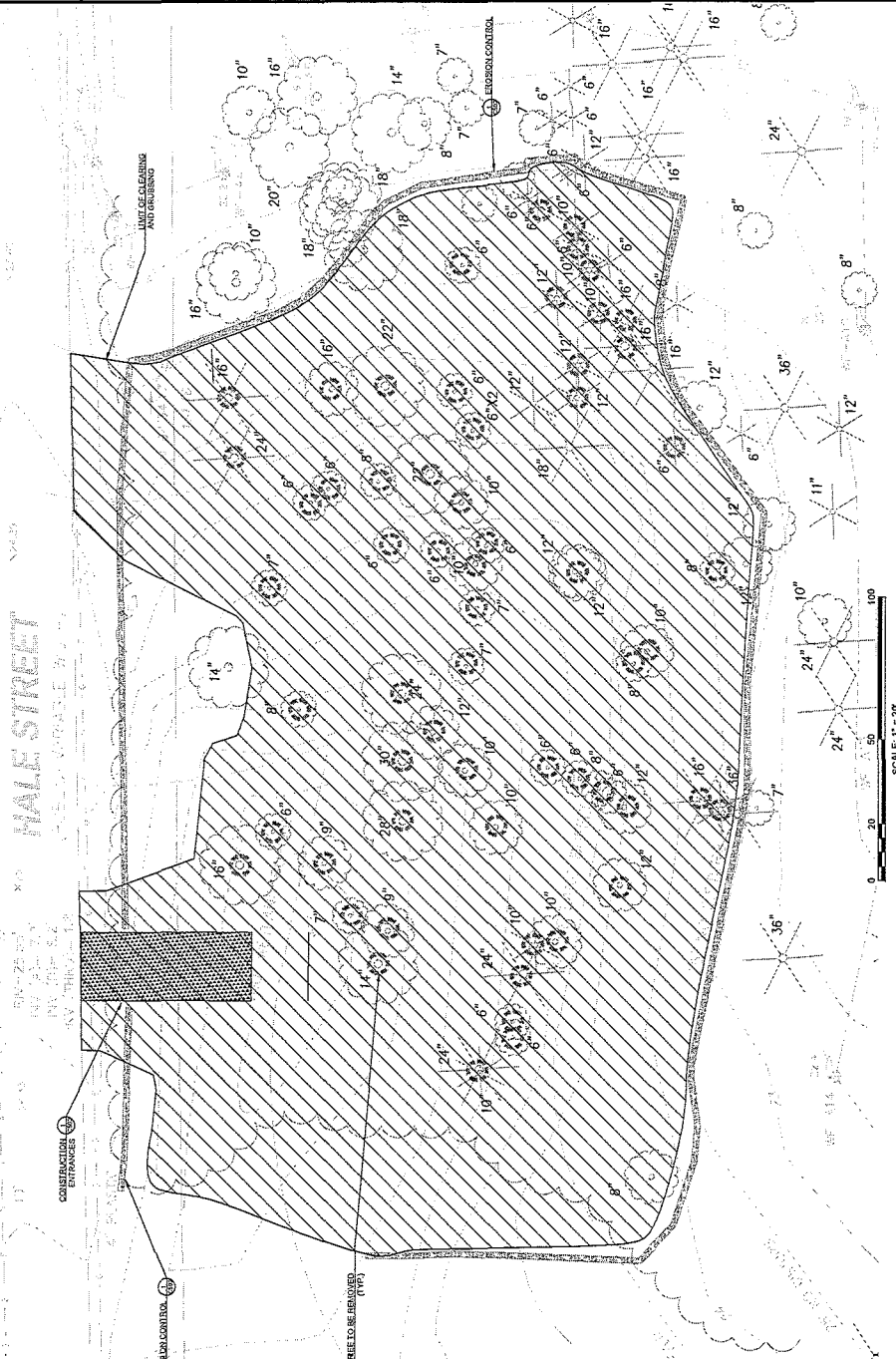
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5	01/11/2011	ISSUE FOR PERMIT
6	01/11/2011	ISSUE FOR PERMIT
7	01/11/2011	ISSUE FOR PERMIT
8	01/11/2011	ISSUE FOR PERMIT
9	01/11/2011	ISSUE FOR PERMIT
10	01/11/2011	ISSUE FOR PERMIT
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100	01/11/2011	ISSUE FOR PERMIT



**EROSION CONTROL PLAN**

**C101**

SHEET NO. 1 OF 1  
 DATE: 07/28/22  
 SCALE: 1"=10'



**EROSION CONTROL NOTES**

THE PROJECT COUNTY OF ESSEX HAS REVIEWED THIS EROSION CONTROL PLAN AND HAS APPROVED IT FOR THE CONSTRUCTION PERIOD. THIS APPROVAL IS LIMITED TO THE CONSTRUCTION PERIOD AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

THE TOTAL AREA TO BE DISTURBED IS APPROXIMATELY 14,000 SF.

- THE EROSION CONTROL PLAN SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- THE EROSION CONTROL PLAN SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- THE EROSION CONTROL PLAN SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- THE EROSION CONTROL PLAN SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

**EROSION CONTROL MEASURES**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING EROSION CONTROL MEASURES:

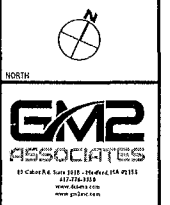
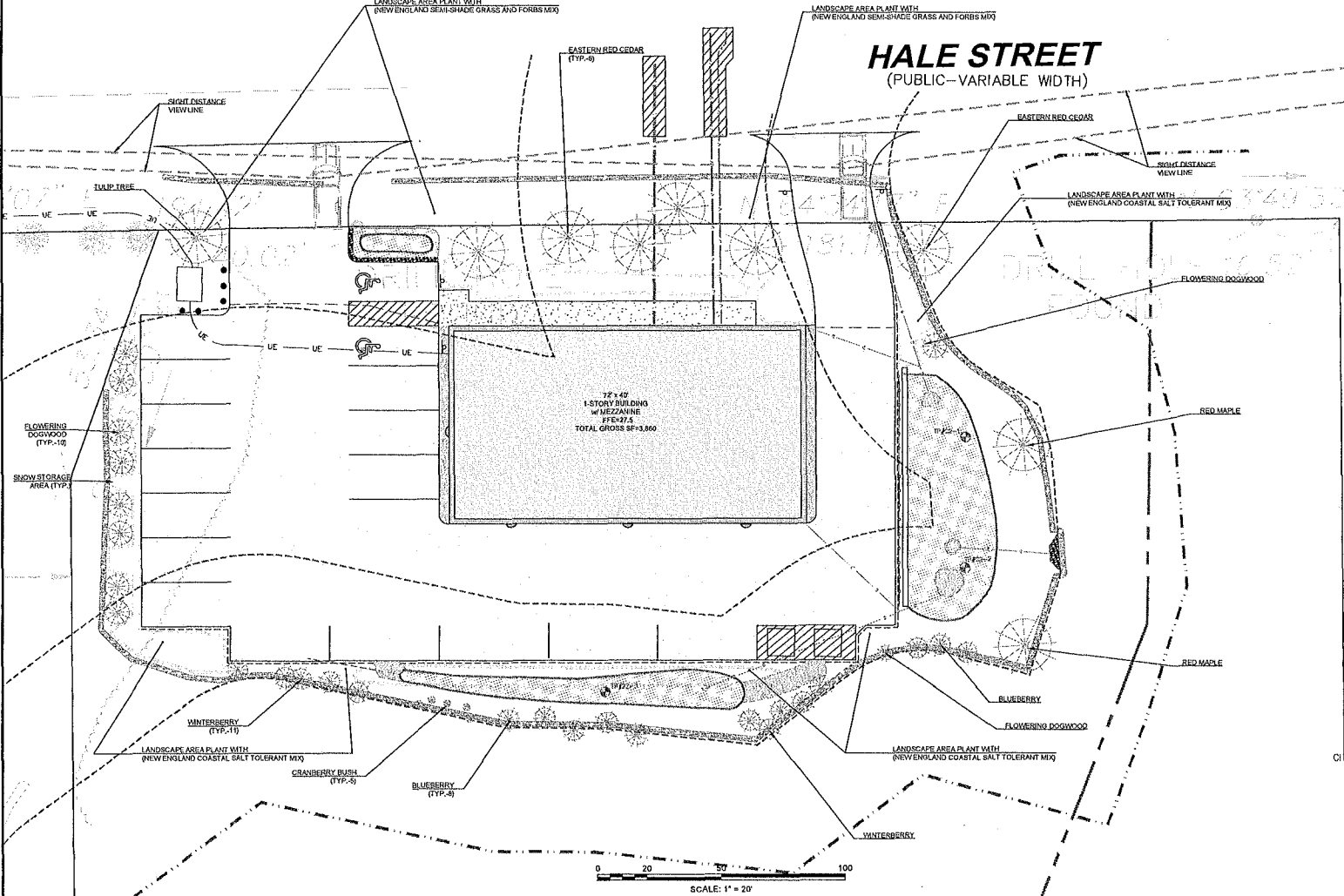
- GENERAL** - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING EROSION CONTROL MEASURES:
  - ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- VEGETATIVE STABILIZATION** - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING VEGETATIVE STABILIZATION MEASURES:
  - ALL VEGETATIVE STABILIZATION MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL VEGETATIVE STABILIZATION MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL VEGETATIVE STABILIZATION MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL VEGETATIVE STABILIZATION MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- SEDIMENTATION CONTROL** - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SEDIMENTATION CONTROL MEASURES:
  - ALL SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- WATER MANAGEMENT** - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING WATER MANAGEMENT MEASURES:
  - ALL WATER MANAGEMENT MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL WATER MANAGEMENT MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL WATER MANAGEMENT MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL WATER MANAGEMENT MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- ADDITIONAL NOTES FOR DRAINAGE INFRASTRUCTURE SYSTEMS** - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING ADDITIONAL NOTES FOR DRAINAGE INFRASTRUCTURE SYSTEMS:
  - ALL DRAINAGE INFRASTRUCTURE SYSTEMS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL DRAINAGE INFRASTRUCTURE SYSTEMS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL DRAINAGE INFRASTRUCTURE SYSTEMS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  - ALL DRAINAGE INFRASTRUCTURE SYSTEMS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.



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 P&L REVIEW	3/16/23
2.	TECH REVIEW	2/14/23
1.	SPR. SUBMISSION	1/19/23

MALCOLM HOYT DRIVE  
(PRIVATE - 50' WIDE EASEMENT)



STAMP

LANDSCAPE PLAN

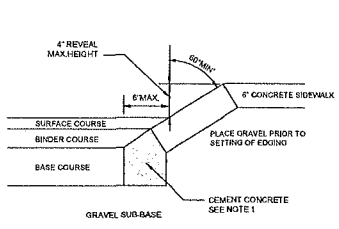
"PLANNING BOARD APPROVAL UNDER  
SECTION XV, SITE PLAN REVIEW"  
CITY OF NEWBURYPORT PLANNING BOARD

SHEET NAME:  
**C103**

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

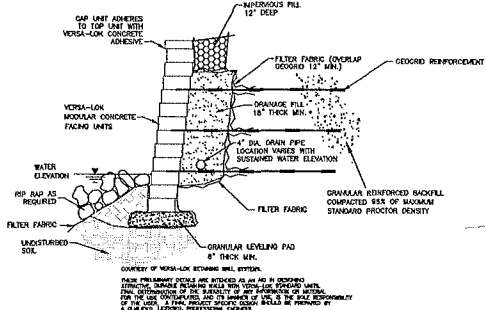
DATE



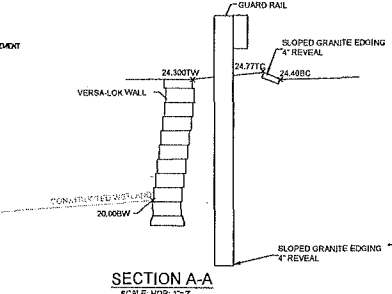


1. ANY DESIGNATED CEMENT CONCRETE THAT IS ACCEPTABLE TO MASSDOT UNDER SECTION 114 OF THE STANDARDS SPECIFICATIONS; ALL TEST REQUIREMENTS ARE WAIVED, NOT W/ ASPHALT SHALL NOT BE USED AS A SUBSTITUTE.
2. THE REVEAL IS TO BE A MAXIMUM OF 4" UNDER ALL CONDITIONS, THE ANGLE IS TO BE A MINIMUM OF 60° FROM VERTICAL UNDER ALL CONDITIONS.

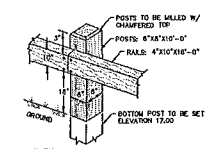
1 SLOPED GRANITE CURB  
NOT TO SCALE



2 WALL DETAIL  
NOT TO SCALE

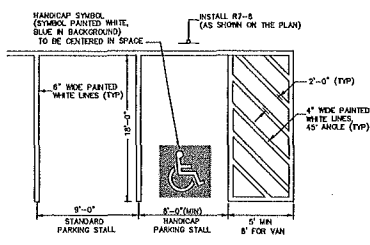


3 WALL SECTION  
NOT TO SCALE



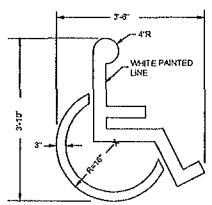
- NOTES
1. GALVANIZED BOLTS & NUTS 5/8" x 4"
  2. POSTS @ SPACING TO BE 6'-0"
  3. RAIL TO BE FLUSH MOUNTED.

4 WOOD GUARD RAIL - TYPE 1  
NOT TO SCALE

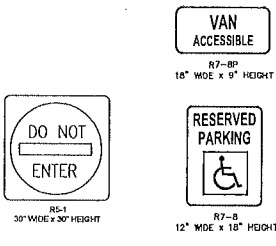


- NOTE:
1. ALL PAINT SHALL BE FAST DRYING WHITE TRAFFIC PAINT, MEET THE REQUIREMENTS OF AASHTO M248-TYPE II. PAINT SHALL BE APPLIED AS SPECIFIED BY MANUFACTURER.
  2. SYMBOLS & PARKING STALLS SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.

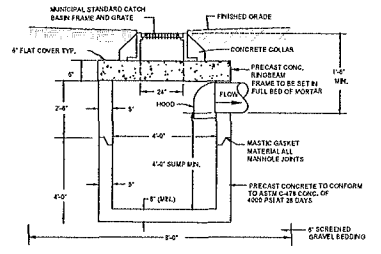
5 PARKING STALL STRIPING  
NOT TO SCALE



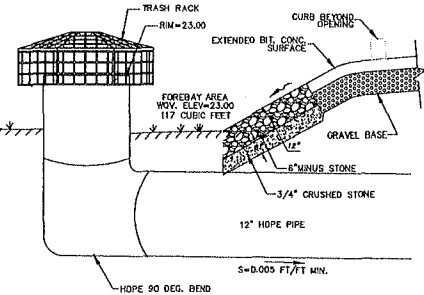
6 PAINTED HANDICAP SYMBOL  
NOT TO SCALE



7 SIGNS  
NOT TO SCALE



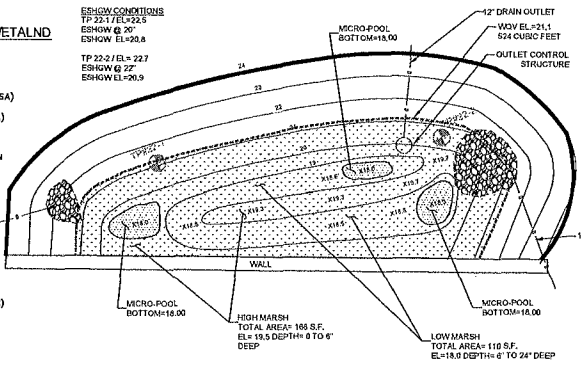
8 FLAT TOP CATCH BASIN FOR H-20 LOADING WITH HOODED OUTLET  
NOT TO SCALE



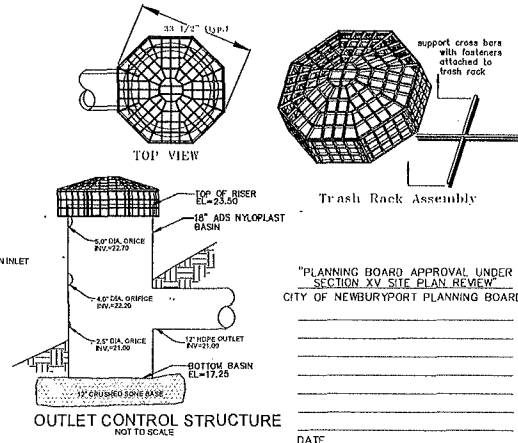
9 FOREBAY AND INLET/OUTLET DETAIL  
NOT TO SCALE

PLANTING LIST FOR CONSTRUCTED POCKET WETLAND

- ESHOW CONDITIONS  
TP 22-1/EL=22.5  
ESHGW @ 22'  
ESHGW EL=20.8
- TP 22-2/EL= 22.7  
ESHGW @ 22'  
ESHGW EL=20.9
- 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 MUPHONSEA)  
LURID SEDGE (CAREX LURIDA)  
SOFT RUSH (JUNCUS EFFUSUS)  
FRINGED SEDGE (CAREX GRINKEI)  
SWEETFLAG (ACORUS AMERICANUS)  
JOE PYE WEED (EUPATORIUM MACULATUM)  
BONASET (EUPATORIUM PERFLATUM)  
GREEN BULRUSH (SCIRPUS ATROVIRENS)  
WIGGRASS (SCIRPUS CYPENSIUS)  
BLUE VERNAIN (VERBENA HASTATE)



10 CONSTRUCTED POCKET WETLAND  
NOT TO SCALE



OUTLET CONTROL STRUCTURE  
NOT TO SCALE



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
1.	SPR SUBMISSION	10/19/22



STAMP

CIVIL  
DETAILS

SHEET NAME:

C502

SHT NO:

DR BY: GS

CHK BY: SS

PROJ NO: 40874

DATE: 07/28/22

SCALE: NOT TO SCALE

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

DATE

project:

# 21 HALE STREET

Newburyport, MA

architect:

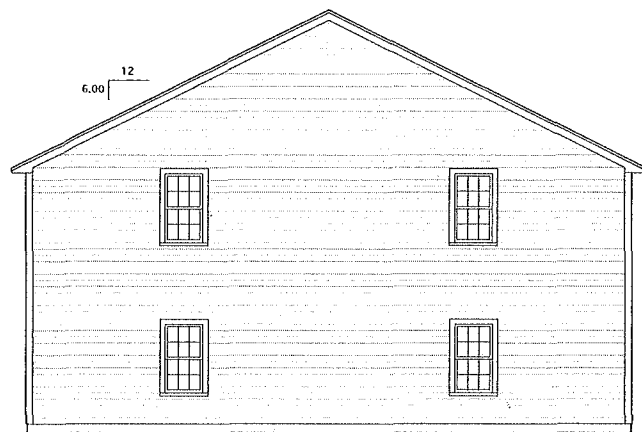
**GRAF  
ARCHITECTS**

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

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)

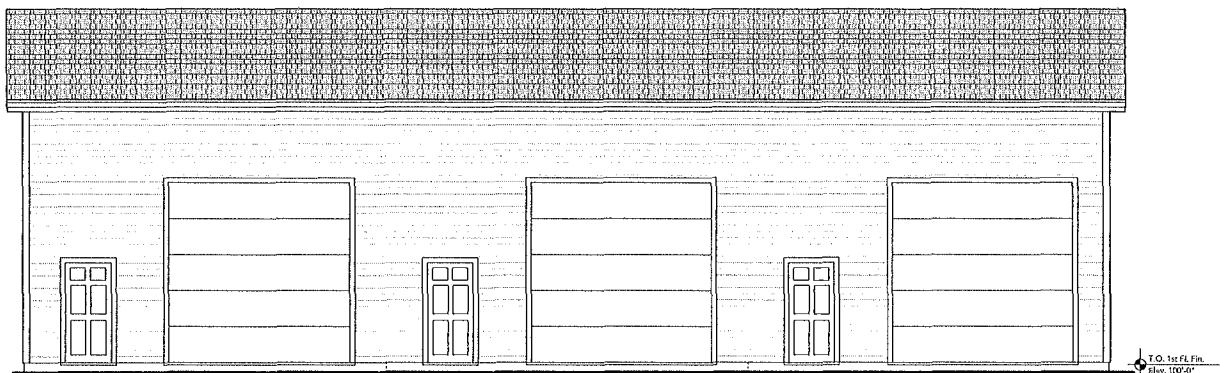
PROPOSED  
Exterior Elevations

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

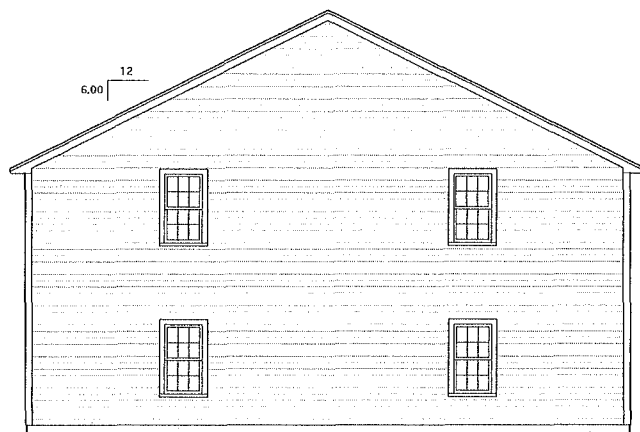
8 sept 2022

A02

MA 02510-0001-0000-1-0000-0000



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



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



# **EXHIBIT E**





**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 (cont.)**

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

Essex  
 a. County 34937 b. Certificate Number (if registered land)  
 c. Book 566 d. Page

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  
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 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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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



Massachusetts Department of Environmental Protection  
 Bureau of Resource Protection - Wetlands  
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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 (BWV) 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 BWV	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.



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:  
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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.



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

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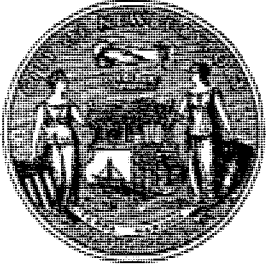
**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

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*



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

**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

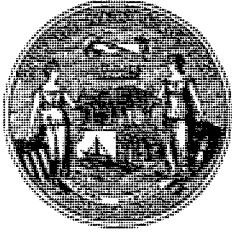
If recorded land, the instrument number identifying this transaction is:

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.