

CITY COUNCIL “HYBRID”

MEETING AGENDA

November 8, 2021

**Proposed Executive Session
re Proposed Settlement with Institution for Savings 6:30 pm to 7:30 pm**

**City Council Regular Meeting 7:30 pm
LOCATION: City Council Chambers, City Hall
60 Pleasant Street, Newburyport**

Zoom Details:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87977934012>

Or One tap mobile :

US: +13017158592

Or Telephone:

US: +1 301 715

Webinar ID: 879 7793 4012

- 1. MOMENT OF SILENCE**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. LATE FILE**

- ORDR300_11_08_2021 Low St and Brown School Gym Order
- ORDR301_11_08_2021 Authorizing-Acquisition-57-Low-St
- ORDR302_11_08_2021 Stop Sign at the Intersection of Rawson and Highland Aves.
- ORDR303_11_08_2021 Local Acceptance MGL Ch 60, Sec. 23B
- ORDR304_11_08_2021 Evergreen Conservation Restriction
- ORDR305_11_08_2021 Evergreen-Parcel-A
- ORDR306_11_08_2021 Evergreen-Parcel-C
- ORDR307_11_08_2021 EvergreenTrail Easement
- ORDR308_11_08_2021 Evergreen Utilities Access Easement
- ORDR309_11_08_2021 57 Low Street
- TRAN112_11_08_2021 Gen. Fund Free Cash \$250,000 to
Compensated Absences Reserve Fund \$250,000
- ODNC102_11_08_2021 Ch. 17 Stormwater Management Revisions

- 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**
 - October 25, 2021

(Approve)

- 8. COMMUNICATIONS**

9. TRANSFERS

10. APPOINTMENTS

- APPT286_11_08_2021 Sarah Holden 34 Toppans Ln. Housing Authority 12/1/2026

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

Budget and Finance

- ORDR280_09_13_2021 Cutter Fire Station Loan Order
- ORDR281_09_13_2021 Authorizing Land Taking w/Waiver of Appraisal & Damages w/Bond
- ORDR292_10_25_2021 Supplemental Budget #2 FY2022

General Government

- ORDR291_10_12_2021 Authorizing Settlement between IFS and City
- ORDR285_09_27_2021 Re-precincting Plan 2020
- ORDR294_10_25_2021 Legal Boundary Descriptions (Ward & Precincts)

Planning & Development

- APPT285_10_25_2021 Mary E. Young 11 Jefferson Ct. Aff. Housing Trust 11/10/2023

Public Safety

- APPL054_10_25_2021 11/28/21-12/19/21 Pop Park Merrimac St. & Market Sq.
- ODNC086_08_09_2021 Loading Zone - Liberty Street
- ODNC096_09_13_2021 Late File Codification of Parking Orders
- ODNC099_10_12_2021 Parking Restriction Carter Street
- ODNC100_10_25_2021 Amended Parking Union St
- ODNC101_10_25_2021 Bus Stop Designation Low St

END OF CONSENT AGENDA

REGULAR AGENDA

9. MAYOR'S UPDATE

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

12. TRANSFERS

- TRAN112_11_08_2021 Late File - Gen. Fund Free Cash \$250,000 to Compensated Absences Reserve Fund \$250,000

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR297_11_08_2021 FY22 Residential Factor
- ORDR298_11_08_2021 FY22 Tax Rate
- ORDR299_11_08_2021 Prior Year Bills City Solicitor
- ORDR300_11_08_2021 Late File - Low St and Brown School Gym Order
- ORDR301_11_08_2021 Late File - Authorizing-Acquisition-57-Low-St
- ORDR302_11_08_2021 Late File - Stop Sign at the Intersection of Rawson and Highland Aves.
- ORDR303_11_08_2021 Late File - Local Acceptance MGL Ch 60, Sec. 23B

- ORDR304_11_08_2021 Late File - Evergreen Conservation Restriction
- ORDR305_11_08_2021 Late File - Evergreen-Parcel-A
- ORDR306_11_08_2021 Late File - Evergreen-Parcel-C
- ORDR307_11_08_2021 Late File - EvergreenTrail Easement
- ORDR308_11_08_2021 Late File - Evergreen Utilities Access Easement
- ORDR309_11_08_2021 Late File - 57 Low Street

15. ORDINANCES

- ODNC084_07_12_2021 Streets, Sidewalks, & Other Public Places Alterations & Maintenance 1st reading
(Moved to a date certain on 10/25/2021)
- ODNC097_09_13_2021 Proposed Zoning Clarifications re Public Purpose Takings 2nd reading
- ODNC102_11_08_2021 Late File - Ch. 17 Stormwater Management Revisions

16. COMMITTEE ITEMS

Ad Hoc Committee on Economic Development

In Committee:

- ODNC098_10_12_2021 Permanent Parklets Legislation

Ad Hoc Committee on Market Landing Park and COTW

In Committee:

- COMM261_08_31_2020 Proposed Timeline, Waterfront
- ORDR227_12_14_2020 Appropriate NRA funds for RFP award
- ORDR296_10_25_2021 Additional funding the market landing park restroom facility

Budget & Finance

In Committee:

- **ORDR280_09_13_2021 Cutter Fire Station Loan Order**
- **ORDR281_09_13_2021 Authorizing Land Taking w/Waiver of Appraisal & Damages w/Bond**
- **ORDR292_10_25_2021 Supplemental Budget #2 FY2022**
- ORDR277_08_30_2021 Municipal Fee Schedule Fiscal Year 2022
- ODNC094_08_30_2021 Municipal Fee Schedule
- COMM360_10_25_2021 Memo Conf. Water Main Replacement Phillips Dr.

Education

In Committee:

- COMM273_10_13_2020 Ltr of Non-Support from Mayor on Acts of 1987
- COMM329_05_24_2021 Statement of Interest, School Building Authority
- COMM358_10_12_2021 School Strategic Plan documents

General Government

In Committee:

- **ORDR291_10_12_2021 Authorizing Settlement between IFS and City**
- **ORDR285_09_27_2021 Re-precincting Plan 2020**
- **ORDR294_10_25_2021 Legal Boundary Descriptions (Ward & Precincts)**
- COMM325_05_10_2021 Ordinance Review Committee Report
- COMM330_05_24_2021 Code of Ordinances Edited May 2021

License & Permits

In Committee:

- ODNC047_01_27_2020 General Ordinance - Short Term Rental Units Rules
- COMM229_02_24_2020 Ltr re: Implementation of Short-Term Rental Ordinance

Neighborhoods & City Services

In Committee:

- ODNC091_08_30_2021 Street, way or grounds specifications
- COMM299_02_08_2021 Phillips Dr. Neighborhood Committee Ltr
- COMM337_07_12_2021 Central Congregational Request crosswalk painting
- ORDR288_10_12_2021 Establishing Pickleball Courts

Planning & Development

In Committee:

- **APPT285 10 25 2021 Mary E. Young 11 Jefferson Ct. Aff. Housing Trust 11/10/2023**
- ODNC046_01_27_2020 Zoning Amendment Short Term Rental Unit (STRU)
- COMM231_03_09_2020 Ltr re: Short-Term Rental Ordinance
- COMM346_08_30_2021 Ltr. Jane Snow Coffin St. safety concerns
- ODNC092_08_30_2021 Zoning Amendment Encouraging Outdoor and Recreational Activities
- COMM338_08_09_2021 Blight at State & High, Abandoned Global Oil Service Station
- COMM351_09_13_2021 Notice of Public Hearing Pursuant 107 State St. (Oct 12, 2021 7 pm)
- COMM352_09_13_2021 ORDER Pursuant to G.L. c.139, §1 on Dangerous Building at 107 State St.
- ORDR281_09_13_2021 Authorizing Land Taking w/Waiver of Appraisal & Damages w/Bond

Public Safety

In Committee:

- **APPL054 10 25 2021 11/28/21-12/19/21 Pop Park Merrimac St. & Market Sq.**
- **ODNC086 08 09 2021 Loading Zone - Liberty Street**
- **ODNC096 09 13 2021 Late File Codification of Parking Orders**
- **ODNC099 10 12 2021 Parking Restriction Carter Street**
- **ODNC100 10 25 2021 Amended Parking Union St**
- **ODNC101 10 25 2021 Bus Stop Designation Low St**
- APPT165_04_13_2020 Dr. Robin Blair 18 Market St. Board of Health 4/30/2023
- ORDR200_07_30_2020 List of Crosswalks Amended
- COMM283_01_27_2021 Ltr from Jim McCarthy-speed limit
- COMM334_06_28_2021 Crosswalk Rawson Ave/High St/Highland Ave
- COMM335_06_28_2021 Safety Review Rawson Ave Ltr. Daniel Blest
- COMM345_08_30_2021 Public Safety Concern, Parker Street
- COMM346_08_30_2021 Ltr. Jane Snow Coffin St. safety concerns

Public Utilities

In Committee:

- COMM290_02_08_2021 Falmouth Broadband Feasibility Study (full text in Clerk's office)
- COMM295_02_08_2021 Best Best & Krieger Small Cells Order Annual Meeting
- COMM296_02_08_2021 Natoa FCC Small Wireless Facilities Rules Compliance Guide

Rules

In Committee:

- COMM220_01_27_2020 Proposed City Council Rule 9F
- ORDR170_02_24_2020 Amendment Council Rules 2020 (COTW)
- ORDR171_02_24_2020 Amendment to Rule 17B (COTW)
- ORDR239_02_8_2021 Council Rule 7 and 10B

17. GOOD OF THE ORDER

18. ADJOURNMENT

CONSENT AGENDA

CITY COUNCIL “HYBRID”

MEETING MINUTES

October 25, 2021

City Council Regular Meeting 7:30 pm

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

Zoom Details:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87977934012>

Or One tap mobile :

US: +13017158592

Or Telephone:

US: +1 301 715

Webinar ID: 879 7793 4012

1. MOMENT OF SILENCE

Remembering Geraldine Dorr and David Sheppard.

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

The City Council President Jared Eigerman called the City Council meeting to order at 7:30 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present Connell, Khan, Lane, McCauley, Shand, Tontar, Vogel, Wallace, Zeid, and Eigerman. 10 present (1 remote BL), 1 absent (JD).

4. LATE FILE

- COMM373_10_25_2021 IFS Ltr. From Pamela Kipp
- COMM374_10_25_2021 IFS Ltr. From Steve and Sharon Knipmeyer
- COMM375_10_25_2021 IFS Ltr. From Mary Lyon
- COMM376_10_25_2021 IFS Ltr. From Barbara Oswald
- COMM377_10_25_2021 IFS Ltr. From Sean Sullivan
- ODNC097_09_13_2021 Proposed Zoning Clarifications re Public Purpose Takings
- APPT283_10_12_2021 Robert Currier 3 Summit Pl. Affordable Housing Trust 10/29/2023
- COMM359_10_12_2021 City Solicitor Opinion on Residency Requirements
- ORDR294_10_25_2021 Legal Boundary Descriptions (Ward & Precincts)
- ORDR295_10_25_2021 Order re Toppans Lane Pavement Markings
- ORDR296_10_25_2021 Additional funding the market landing park restroom facility

Motion to waive the rules and accept the late files by Councillor Zeid, seconded by Councillor Shand. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

5. PUBLIC COMMENT

Mary Young 11 Jefferson Court
Ted Boretti 67 Marlboro Street

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

- October 12, 2021 (Approve)

8. COMMUNICATIONS

- COMM360_10_25_2021 Memo Conf. Water Main Replacement Phillips Dr. (PU)
Removed from the Consent Agenda at the request of Councillor Khan.
- APPL054_10_25_2021 11/28/21-12/19/21 Pop Park Merrimac St. & Market Sq. (PS)

9. TRANSFERS

10. APPOINTMENTS

- APPT285_10_25_2021 Mary E. Young 11 Jefferson Ct. Aff. Housing Trust 11/10/2023
Removed from the Consent Agenda at the request of Councillor Shand.

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

Budget and Finance

- ORDR265_08_09_2021 CPC-FY22 Recommendations
#11 Restoration of Nock Middle School Tennis Courts
- COMM353_09_27_2021 Newburyport Public Library Annual Report
- TRAN111_09_27_2021 Transfer Multiple \$42,327.42 to Multiple \$42,327.42
Collective Bargaining Agreement Teamsters Union Local 170
- ORDR287_10_12_2021 Approval to Pay Prior Year Bills
- ORDR289_10_12_2021 FY22 Supplemental Budget Request #1
- ORDR290_10_12_2021 Anna Jaques Hospital Gift Acceptance

General Government

- COMM359_10_12_2021 City Solicitor Opinion on Residency Requirements

Neighborhoods & City Services

- ODNC084_07_12_2021 Streets, Sidewalks, and Other Public Places Alterations and Maintenance
- COMM343_08_30_2021 Congregation Ahavas Achim sign at High & Olive Sts
- ORDR276_08_30_2021 Crosswalk at Pleasant St and Inn St

Planning & Development

- ODNC097_09_13_2021 Proposed Zoning Clarifications re Public Purpose Takings
- APPT283_10_12_2021 Robert Currier 3 Summit Pl. Affordable Housing Trust 10/29/2023

Public Safety

- COMM243_05_11_2020 Ltr from Jane Rascal re: NMMCD
- COMM216_01_13_2020 Ltr re: Ban the Use of Glyphosate
- APPL052_10_12_2021 Youth Hockey League Tag Day 11/20/2021 8am-2pm
- APPL053_10_12_2021 Greater Newburyport Children's Chorus Candy Shop Sing

END OF CONSENT AGENDA

Motion to approve as amended by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

REGULAR AGENDA

9. MAYOR'S UPDATE

Motion to receive and file by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

10. FIRST READING APPOINTMENTS

APPT285_10_25_2021 Mary E. Young 11 Jefferson Ct. Aff. Housing Trust 11/10/2023

Motion to refer to Planning & Development by Councillor Shand, seconded by Councillor Zeid. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

11. COMMUNICATIONS

- COMM360_10_25_2021 Memo Conf. Water Main Replacement Phillips Dr.

Motion to refer to Budget & Finance by Councillor Khan, seconded by Councillor Vogel with Chair of Budget & Finance Councillor Zeid inviting Ward 6 Councillor Lane to participate in the discussion at the committee meeting. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

- COMM373_10_25_2021 IFS Ltr. From Pamela Kipp
- COMM374_10_25_2021 IFS Ltr. From Steve and Sharon Knipmeyer
- COMM375_10_25_2021 IFS Ltr. From Mary Lyon
- COMM376_10_25_2021 IFS Ltr. From Barbara Oswald
- COMM377_10_25_2021 IFS Ltr. From Sean Sullivan

Motion to collectively receive and file COMM373, COMM374, COMM375, COMM376, COMM377 by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

12. TRANSFERS

13. SECOND READING APPOINTMENTS

- | | | | Re-Appointments | |
|----------------------|--------------|--------------|------------------|------------|
| • APPT281_10_12_2021 | Scott Hanley | 1 Milk St. | Tree Comm. | 11/1/2024 |
| • APPT282_10_12_2021 | Pat Cannon | 185 High St. | Cultural Council | 10/15/2024 |

- APPT284_10_12_2021 Ted Boretti 67 Marlboro St. Parks Comm. 10/29/2026

Motion to approve collectively by Councillor Zeid, seconded by Councillor Vogel. Roll call vote 10 yes, 1 absent (JD). Motion passes.

14. ORDERS

- ORDR292_10_25_2021 Supplemental Budget #2 FY2022

Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Khan. Roll call vote. 8 yes, 1 no (SZ), 1 absent (JD). Motion passes.

- ORDR293_10_25_2021 Order re Auburn St Pavement Markings
- ORDR295_10_25_2021 Order re Toppans Lane Pavement Markings

Motion to waive the rules, declare an emergency, and approve collectively by Councillor McCauley, seconded by Councillor Shand. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

- ORDR294_10_25_2021 Legal Boundary Descriptions (Ward & Precincts)

Motion to refer to General Government by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

- ORDR296_10_25_2021 Additional funding the market landing park restroom facility

Motion to move to Ad Hoc Committee on Market Landing Park by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 10 yes, 1 absent. Motion passes.

15. ORDINANCES

- ODNC089_08_09_2021 VII-A-Off-street parking regulations 2nd reading

Motion to approve on second reading by Councillor Zeid, seconded by Councillor Vogel. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

- ODNC090_08_09_2021 Proposed Electrical Fee Schedule 2nd reading
Motion to approve on second reading by Councillor Khan, seconded by Councillor Tontar. Roll call vote. 9 yes, 1 no (SZ), 1 absent (JD). Motion passes.
- ODNC100_10_25_2021 Amended Parking Union St
- ODNC101_10_25_2021 Bus Stop Designation Low St
Motion to refer ODNC100 and ODNC101 collectively to Public Safety by Councillor McCauley, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

16. COMMITTEE ITEMS

Ad Hoc Committee on Economic Development

In Committee:

- ODNC098_10_12_2021 Permanent Parklets Legislation

Ad Hoc Committee on Market Landing Park and COTW

In Committee:

- COMM261_08_31_2020 Proposed Timeline, Waterfront
- ORDR227_12_14_2020 Appropriate NRA funds for RFP award
- ORDR284_09_27_2021 Approving Market Landing Park Expansion Conceptual Plan
Motion to waive the rules to remove from committee by Councillor Eigerman, seconded by Councillor Connell. Roll call vote. 10 yes, 1 absent (JD). Motion passes. Motion to waive the rules to accept the late file or proposed floor amendment by Councillor Eigerman, seconded by Councillor Connell. Roll call vote. 9 yes, 1 present (BV), 1 absent (JD). Motion to amend ORDR284 based on the received late file floor amendment by Councillor Eigerman, seconded by Councillor McCauley. Roll call vote. 9 yes, 1 present (BV), 1 absent (JD). Motion passes. Motion to approve amended by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 9 yes, 1 present (BV), 1 absent (JD). Motion passes.
Council President Eigerman acknowledges the hard work put in by the City Council and remembering Bill Harris.

Budget & Finance

In Committee:

- **ORDR265 08 09 2021 CPC-FY22 Recommendations**
#11 Restoration of Nock Middle School Tennis Courts
Motion to approve project # 11 by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (JD). Motion passes. Motion to amend to add project #16 by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 9 yes, 1 no (JM), 1 absent (JD). Motion to amend to correct the total amounts to the estimated revenues by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (JD). Motion passes.
- **COMM353 09 27 2021 Newburyport Public Library Annual Report**
Motion to receive and file by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (JD). Motion passes.
- **TRAN111 09 27 2021 Transfer Multiple \$42,327.42 to Multiple \$42,327.42**
Collective Bargaining Agreement Teamsters Union Local 170
Motion to approve by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (JD). Motion passes.
- **ORDR287 10 12 2021 Approval to Pay Prior Year Bills**
Motion to approve by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 10 yes, 1 absent (JD). Motion passes.
- **ORDR289 10 12 2021 FY22 Supplemental Budget Request #1**
Motion to approve by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

8:32 pm Councillor Devlin is present.

- **ORDR290 10 12 2021 Anna Jaques Hospital Gift Acceptance**
Motion to approve by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 11 yes. Motion passes.

- ORDR277_08_30_2021 Municipal Fee Schedule Fiscal Year 2022
- ODNC094_08_30_2021 Municipal Fee Schedule
- ORDR280_09_13_2021 Cutter Fire Station Loan Order
- ORDR281_09_13_2021 Authorizing Land Taking w/Waiver of Appraisal & Damages w/Bond

Education

In Committee:

- COMM273_10_13_2020 Ltr of Non-Support from Mayor on Acts of 1987
- COMM329_05_24_2021 Statement of Interest, School Building Authority
- COMM358_10_12_2021 School Strategic Plan documents

General Government

In Committee:

- **COMM359 10 12 2021 City Solicitor Opinion on Residency Requirements**

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

- COMM325_05_10_2021 Ordinance Review Committee Report
- COMM330_05_24_2021 Code of Ordinances Edited May 2021

- **ORDR285 09 27 2021 Re-precincting Plan 2020**

Motion to waive the rules to remove ORDR 285 and ORDR294 from committee, and to approve collectively by Councillor Eigerman, seconded by Councillor McCauley. Motion withdrawn.

- ORDR291_10_12_2021 Authorizing Settlement between IFS and City

License & Permits

In Committee:

- ODNC047_01_27_2020 General Ordinance - Short Term Rental Units Rules
- COMM229_02_24_2020 Ltr re: Implementation of Short-Term Rental Ordinance

Neighborhoods & City Services

In Committee:

- **ODNC084 07 12 2021 Streets, Sidewalks, and Other Public Places Alterations and Maintenance**

Motion to approve on 1st reading by Councillor Connell, seconded by Councillor McCauley.

Motion to amend by Councillor Wallace, seconded by Councillor McCauley to modify Sec. 12-202 1c to read: "Changes in signage, signals, pavement markings, or anything that changes traffic flow or on-street parking patterns done in the context of an alteration.", the insertion of 12-202 2c that would add "Emergency work as determined by Department of Public Services.", to add to Sec. 12-202 2d which would read:

"Changes in signage, signals, pavement markings, or anything that changes traffic flow or on-street parking patterns done in the context of a maintenance.", and in Sec. 12-204 2i to replace the word "approval" with the word "review". Motion to continue to November 8th by Councillor Vogel, seconded by Councillor Connell. Motion withdrawn. Motion to refer back to Neighborhood and City Services with the condition to come out on November 8th by Councillor Connell, seconded by Councillor Vogel. Roll call vote 5 yes (BC, AK, HS, CT, BV), 6 no. Motion fails. Motion to postpone to a date certain, November 8th, by Councillor Zeid, seconded by Councillor Shand. Roll call vote 7 yes, 4 no (JD, BL, JM, JE). Motion passes.

- **COMM343 08 30 2021 Congregation Ahavas Achim sign at High & Olive Sts**

Motion to approve by Councillor Connell, seconded by Councillor Zeid. Motion to amend to include that the sign may be no larger than any other comparable house of worship signs by Councillor Zeid, seconded by Councillor Connell. Motion to approve amended by Councillor Connell, seconded by Councillor Connell, seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes.

- **ORDR276 08 30 2021 Crosswalk at Pleasant St and Inn St**

Motion to approve by Councillor Connell, seconded by Councillor McCauley. Roll call vote. 10 yes, 1 no (SZ). Motion passes.

- ODNC091_08_30_2021 Street, way or grounds specifications
- COMM299_02_08_2021 Phillips Dr. Neighborhood Committee Ltr
- COMM337_07_12_2021 Central Congregational Request crosswalk painting
- ORDR288_10_12_2021 Establishing Pickleball Courts

Planning & Development

In Committee:

- **ODNC097_09_13_2021 Proposed Zoning Clarifications re Public Purpose Takings**
Motion to approve on 1st reading by Councillor Shand, seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes.
- **APPT283_10_12_2021 Robert Carrier 3 Summit Pl. Affordable Housing Trust 10/29/2023**
Motion to approve by Councillor Shand, seconded by Councillor Shand, seconded by Councillor Tontar. Roll call vote. 11 yes. Motion passes.
- **ODNC046_01_27_2020 Zoning Amendment Short Term Rental Unit” (STRU)**
Councillor Shand noted the scrivener’s error in omitting ODNC046 from Council Agenda. Motion to waive the rules to remove from committee, add COTW, and refer back to Planning & Development by Councillor Shand, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.
- COMM231_03_09_2020 Ltr re: Short-Term Rental Ordinance
- COMM346_08_30_2021 Ltr. Jane Snow Coffin St. safety concerns
- ODNC092_08_30_2021 Zoning Amendment Encouraging Outdoor and Recreational Activities
- COMM338_08_09_2021 Blight at State & High, Abandoned Global Oil Service Station
- COMM351_09_13_2021 Notice of Public Hearing Pursuant 107 State St. (Oct 12, 2021 7 pm)
- COMM352_09_13_2021 ORDER Pursuant to G.L. c.139, §1 on Dangerous Building at 107 State St.
- ORDR281_09_13_2021 Authorizing Land Taking w/Waiver of Appraisal & Damages w/Bond

Public Safety

In Committee:

- **COMM243_05_11_2020 Ltr from Jane Rascal re: NMMCD**
- **COMM216_01_13_2020 Ltr re: Ban the Use of Glyphosate**
Motion to receive and file collectively by Councillor McCauley, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 no (BC, CT). Motion passes.
- **APPL052_10_12_2021 Youth Hockey League Tag Day 11/20/2021 8am-2pm**
- **APPL053_10_12_2021 Greater Newburyport Children's Chorus Candy Shop Sing**
Motion to approve collectively by Councillor McCauley, seconded by Councillor Vogel. Roll call vote. 11 yes. Motion passes.
- APPT165_04_13_2020 Dr. Robin Blair 18 Market St. Board of Health 4/30/2023
- ORDR200_07_30_2020 List of Crosswalks Amended
- COMM283_01_27_2021 Ltr from Jim McCarthy-speed limit
- COMM334_06_28_2021 Crosswalk Rawson Ave/High St/Highland Ave
- COMM335_06_28_2021 Safety Review Rawson Ave Ltr. Daniel Blest
- ODNC086_08_09_2021 Loading Zone - Liberty Street
- COMM345_08_30_2021 Public Safety Concern, Parker Street
- COMM346_08_30_2021 Ltr. Jane Snow Coffin St. safety concerns
- ODNC096_09_13_2021 Late File Codification of Parking Orders
- ODNC099_10_12_2021 Parking Restriction Carter Street

Public Utilities

In Committee:

- COMM290_02_08_2021 Falmouth Broadband Feasibility Study (full text in Clerk’s office)
- COMM295_02_08_2021 Best Best & Krieger Small Cells Order Annual Meeting
- COMM296_02_08_2021 Natoa FCC Small Wireless Facilities Rules Compliance Guide

Rules

In Committee:

- COMM220_01_27_2020 Proposed City Council Rule 9F
- ORDR170_02_24_2020 Amendment Council Rules 2020 (COTW)
- ORDR171_02_24_2020 Amendment to Rule 17B (COTW)
- ORDR239_02_8_2021 Council Rule 7 and 10B

17. GOOD OF THE ORDER

Councillor Connell mentioned that the race signage over the weekend was excellent.

Councillor Zeid suggested that late files be provided in a separate folder for more convenient access.

Councillor Wallace inquired to the procedure for department head representation at committee meetings.

18. ADJOURNMENT

Motion to adjourn at 10:10 pm by Councillor Zeid, seconded by Councillor Tontar. Roll call vote. 11 yes. Motion passes.

**APPOINTMENTS
FIRST READING**



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. Box 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX

To: President and Members
of the City Council

From: Donna D. Holaday, Mayor

Date: October 27, 2021

Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Housing Authority. This term will expire on December 1, 2026.

Sarah Holden
34 Toppans Lane
Newburyport, MA 01950

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2021 NOV - 1 AM 11:44

SARAH E. HOLDEN, LEED AP BD+C

34 Toppans Lane
Newburyport, MA 01950
978.335.0745(M) 480.287.8375
sholden@fishboneprojectmanagement.com

Profile

Project Management executive with over thirty years of demonstrated success in managing complex construction projects and multi-disciplinary teams while also creating a collaborative culture among team members. Demonstrated ability to manage large budgets and critical schedules.

Leadership Instills sustainability goals into projects through LEED Certification or general sustainable design. Leads teams of architects, contractors and consultants to successful project conclusion.

Complexity Managing multi-faceted 58 unit Net-Positive, Passive House rental community. Led project team to success in meeting challenging schedule for Class 1,000 Clean Room construction. Managed multi-million dollar energy conservation project through an ESCO.

Consistency Successfully managed annual facility operating budget of \$6 million and annual capital improvement budget of \$2+ million for several years. Managed reduction of more than \$400K in utility costs in one year.

Collaboration Achieved collaboration in challenging environments: worked with City, contractors, architects, engineers and non-profit clientele through challenging construction projects; managed high end corporate headquarters renovation in zero downtime environments.

Experience

Fishbone Project Management, Newburyport, MA

2003 to Present

Founder and Sole Proprietor

Fishbone Project Management represents owners during the planning, implementation and completion of relocation and construction projects.

Managed renovation and new building projects for Corporate and Non-Profit Clients consisting of leading a project team of architects, engineers, interior designers, consultants, suppliers and general contractors. Frequent site visits and full attention paid to contracts, RFI's, change orders, requests for payment, bank inspections, project meetings, punch list and project close-out.

- Managing Net Positive 58 unit rental community in Newburyport MA. Pursuing Passive House US (PHIUS) and LEED for Homes Platinum. Includes one ten room lodging house of deeply affordable SRO units.
- Management of two Affordable Housing projects in Newburyport area. Projects included one 10 unit project as a renovation and expansion to a historical building, and one 42 unit project consisting of renovation and expansion of decommissioned school (24 units) as well as 16 ground up units.

- Coordinated installation of multiple high end clean rooms for SBB Inc., including extensive drawing and certification paperwork, schedule and budgeting.
- Completed \$4M renovation and expansion to YWCA of Greater Newburyport, including challenging existing conditions, and tight budget and management of multi-discipline team.
- Completed \$2.8M renovation of corporate headquarters building in Hampton, NH, including integration of new technologies and modular furniture into existing traditional colonial style building.
- Completed several energy efficiency projects for the City of Newburyport under the Green Communities Grant Program, involving public bidding and multi-disciplinary implementation projects.

Textron Systems, Wilmington, MA

1982 to 2002

Facility Manager of 800,000sf facility

1997 to 2002

- Managed facility professionals including engineers, project and construction managers.
- Implemented annual \$2M+ capital plan, including industrial and office projects.
- Managed installation of multi-million \$ ESCO funded energy conservation project, with several ECM's and planned and installed over multi-years.
- Developed systems for budgeting, scheduling and project implementation.
- Managed Real Estate functions, including lease management and negotiation, and easement management with neighbors and Town.
- Used knowledge of building codes, ADA, environmental regulations and municipal by-laws to effectively work with government agencies.

Project Manager for 1 million+ square feet of facilities.

1982 to 1997

- Acted as Focal point for planning and design of all office, conference and common areas.
- Strengthened verbal and written communications with users, management, contractors and internal team members.
- Tracked budgets and schedules.

Education

Master of Business Administration

Northeastern University, Boston, MA

1991

Bachelor of Architecture

University of Maryland, College Park, MD

1982

Professional and Community Affiliations

LEED Accredited Professional (LEED AP, BD+C)

WBE Certified

Member of the Affordable Housing Committee, YWCA Greater Newburyport

Member of the Board of Library Trustees for the Newburyport Public Library

Member of the Board of Directors for Tinkerhaus Maker Space in Newburyport

President and Board Member of Piney Wood Cranberry Company

END OF CONSENT AGENDA

BEGINNING OF REGULAR AGENDA

TRANSFERS



CITY OF NEWBURYPORT FY 2022

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

TRANSFER/APPROPRIATION REQUEST

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor

Date Submitted: 11/8/2021

Transfer From:

Account Name:	General Fund - Free Cash	Balance:	\$ 2,684,068.00
Account Number:	01-35910	Category:	\$ -
Amount:	\$250,000.00	Trans I/O:	\$ -

Why Funds Are Available:

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

Transfer To:

Account Name:	Compensated Absences Reserve Fund	Balance:	\$ 12,131.23
Account Number:	8270-49700	Category:	\$ -
Amount:	\$250,000.00	Trans I/O:	\$ -

Why Funds Are Needed:

To fund the payment of accrued liabilities for compensated absences, such as sick leave and vacation time, that are contractually obligated to be paid upon an employee's separation from the City. An appropriation of \$175,000 was made at the end of FY2021, of which only \$12,131 remains due to a higher than anticipated number of retirements.

Donna D. Holaday, Mayor:

Donna D. Holaday

Date: 11/8/21

Ethan R. Manning, Auditor:

Ethan R. Manning

Date: 11/8/21

Sponsor: Charles F. Tontar, Councillor At-Large

City Council Approval:

ORDERS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 8, 2021

THAT, all property within the City of Newburyport be taxed equally and that the method to determine this percentage of the local tax levy to be assessed by each class of property is established by the adoption of a **Residential Factor** of [] for **Fiscal Year 2022** in the City of Newburyport.

Councillor Sharif I. Zeid, Chair Budget and Finance

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 8, 2021

THAT, the City of Newburyport **Tax Rate** for **Fiscal Year 2022** will be \$[] for all classes of property.

Councillor Sharif I. Zeid, Chair Budget and Finance

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 8, 2021

THAT the City Council of the City of Newburyport authorizes the payment of the following prior year bills in accordance with M.G.L. Chapter 44, Section 64:

Department	Vendor	Amount
City Solicitor	KP Law (May 2021)	\$13,135.96
	Total:	\$13,135.96

Councillor Sharif I. Zeid, Chair Budget and Finance

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 8, 2021

AN ORDER (1) AUTHORIZING PURCHASE OF A 2.7-ACRE PORTION OF 57 LOW STREET, (2) APPROPRIATING \$225,000 TO PURCHASE AND REMEDIATE SUCH PROPERTY FOR IMMEDIATE OCCUPANCY BY YOUTH SERVICES, (3) ASSIGNING CUSTODY TO YOUTH SERVICES, AND (4) APPROPRIATING \$200,000 TO REOPEN THE BROWN SCHOOL GYMNASIUM

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

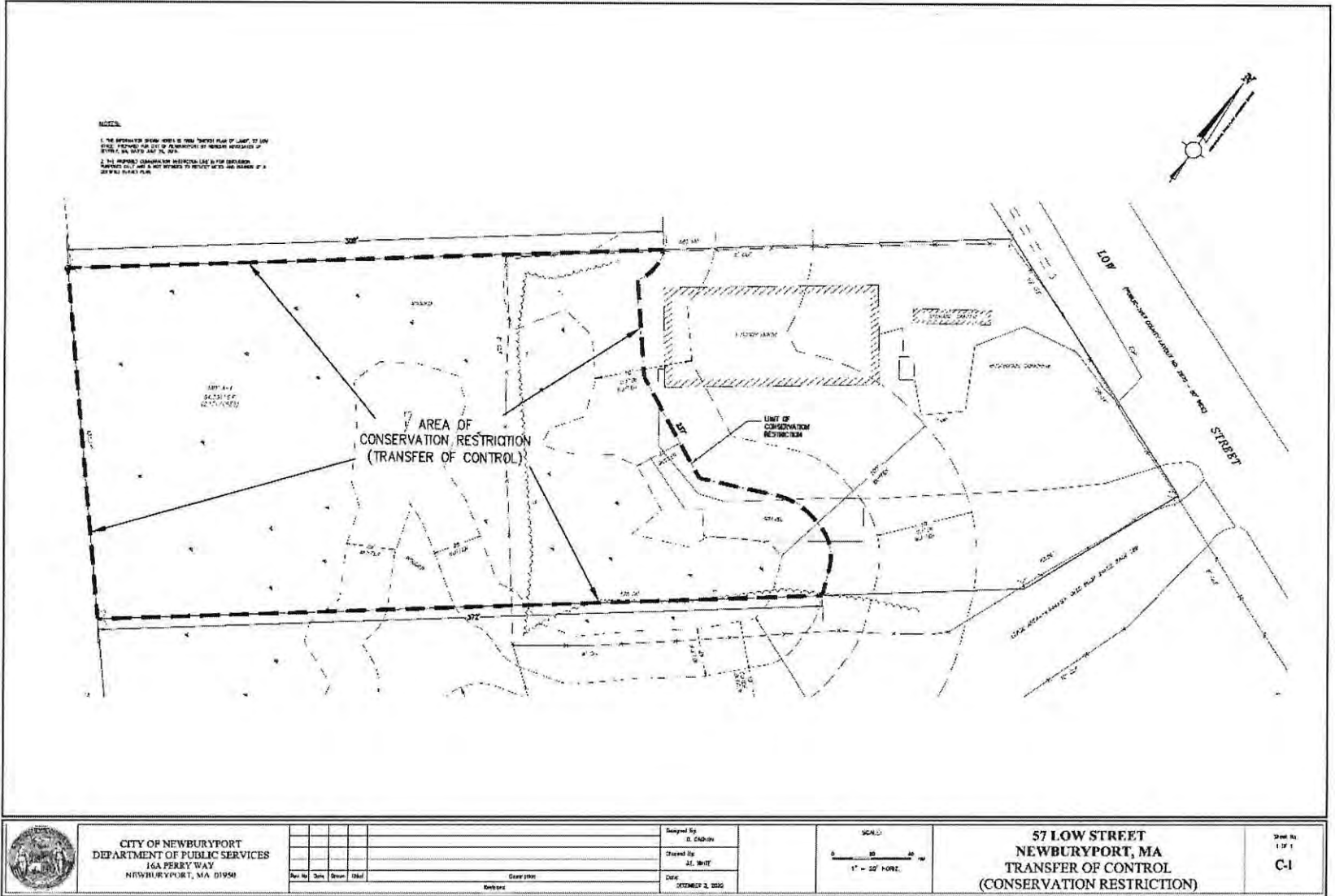
- 1) The City Council approves and authorizes the purchase of that portion of the real property commonly known as 57 Low Street, depicted in the attached plan as Lot A-1, for the sale price of Two-Hundred and Twenty Thousand Dollars and (\$220,000): (a) for general municipal purposes, with the exception of that portion of Lot A-1 to be reserved for open space and conservation purposes; and (b) for open space and conservation purposes as to that portion of Lot A-1 depicted in the attached "Area of Conservation Restriction.
- 2) The City Council appropriates the sum of **Two-Hundred and Twenty-Five Thousand Dollars (\$225,000)** from Special Revenue Fund No. 2760 (Sale of Municipal Buildings) to pay the costs (a) to purchase Lot A-1, and (b) to remediate mold and otherwise prepare, as soon practicable, the building at Lot A-1 for safe occupancy by the Newburyport Youth Services department.
- 3) Upon acquisition of Lot A-1, pursuant to M.G.L c. 40, § 15A, the City Council authorizes transfer of care, custody, management, and control of such Lot A-1 to the Youth Services department.
- 4) The City Council appropriates the sum of **Two-Hundred Thousand Dollars (\$200,000)** from Special Revenue Fund No. 2760 (Sale of Municipal Buildings), to pay the costs to repair and/or improve: (a) the gymnasium of the former Brown School to enable its reopening for municipal purposes (including installation of a heating system), as soon as practicable; and (b) to secure the remainder the former Brown School, now unoccupied, against weather, trespass, and damage.
- 5) The remaining balance in Special Revenue Fund No. 2760 (Sale of Municipal Buildings) of **Two-Hundred and Sixty-Eight Thousand, Five Hundred Dollars (\$268,500)** shall remain available for future appropriation by vote of the City Council.

Councillor Sharif I. Zeid, Ward 1

Councillor Jared J. Eigerman, Ward 2

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

ORDR300_11_08_2021
Late File



CITY OF NEWBURYPORT



IN CITY COUNCIL

November 8, 2021

ORDERED:

THAT the City Council of the City of Newburyport hereby approve and authorize the purchase of a portion of that property located at 57 Low Street (*depicted as Lot A-1 on the attached plan*) for general municipal purposes.

FURTHER ORDERED THAT, at the recommendation of the Mayor, \$220,000 is appropriated from free cash to pay costs of purchasing a portion of that property located at 57 Low Street (*depicted as Lot A-1 on the attached plan*), on the terms and conditions contained in: (a) the attached Letter of Intent (*dated July 10, 2020*), notwithstanding an extended date to be granted by the Commonwealth for the closing of this real estate transaction; and (b) the attached draft deed to the City provided by the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM), for "general municipal purposes," and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this Order.

Councillor Heather L. Shand

Councillor Charles F. Tontar

Councillor Bruce L. Vogel

Councillor Barry N. Connell

DRAFT

RELEASE DEED

THE COMMONWEALTH OF MASSACHUSETTS, acting by and through the Commissioner of its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, having an address at One Ashburton Place, Boston, Massachusetts 02108 (the "Grantor"), acting under the authority of Massachusetts General Laws Chapter 33, Section 126, for consideration of Two Hundred Twenty Thousand Dollars (\$220,000.00), the receipt and sufficiency of which the Grantor hereby acknowledges, does hereby grant and release to the CITY OF NEWBURYPORT, with a mailing address of 60 Pleasant Street, Newburyport, Massachusetts 01950 (the "Grantee"), without covenants, a certain parcel of land, known as Lot A-1, with existing improvements located thereon (the "Premises"), located at 57 Low Street, Newburyport, Massachusetts, containing 2.17± acres, more or less, and being shown on that certain plan entitled "Plan of Land located in Newburyport, Massachusetts (Essex County), Prepared for the City of Newburyport", Scale 1" = 80', dated June 5, 2019 and prepared by Meridian Associates, Inc., 500 Cummings Center, Suite 5950, Beverly, MA 01915, and recorded herewith at the Southern Essex District Registry of Deeds in Plan Book _____ Plan _____ (the "Plan").

The Premises are conveyed subject to all matters of record to the extent the same are in force and effect and subject to applicable laws, rights, and encumbrances.

The Premises are conveyed subject to the restriction that the Premises shall be used for general municipal purposes. If the Premises cease to be used for general municipal purposes, title to the Premises shall, upon the Commonwealth's recording of a notice with the Southern Essex District Registry of Deeds, revert to the Commonwealth of Massachusetts.

For the Commonwealth's title see Deed recorded with the Southern Essex District Registry of Deeds in Book 3799, Page 270.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has executed this Release Deed as a sealed instrument as of the _____ day _____, 2020.

COMMONWEALTH OF MASSACHUSETTS acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance

By: _____
Carol W. Gladstone, Commissioner

The undersigned certifies under penalties of perjury that I have fully complied with Sections 32 and 38 of Chapter 7C of the Massachusetts General Laws in connection with the property described herein.

By: _____
Carol W. Gladstone, Commissioner, Division of Capital Asset Management and Maintenance

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared Carol W. Gladstone, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily, in her capacity as Commissioner of the Division of Capital Asset Management and Maintenance, for its stated purpose.

Notary Public

My Commission Expires _____



The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

Boston, Massachusetts 02108

Tel: (617) 727-4050

Fax: (617) 727-5363

MICHAEL J. HEFFERNAN
SECRETARY
ADMINISTRATION & FINANCE

CAROL W. GLADSTONE
COMMISSIONER

July 10, 2020

Donna D. Holaday, Mayor
City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

Dear Mayor Holaday:

Pursuant to M.G.L. Chapter 33, Section 126 the Commonwealth of Massachusetts is willing to convey to the City of Newburyport 2.17± acres of state-owned land and improvements located thereon located at 57 Low Street in the city of Newburyport, Massachusetts. The Division of Capital Asset Management and Maintenance ("DCAMM"), as the agency charged with the disposition of surplus state property, is handling this transaction on behalf of the Massachusetts Military Division,

Martha McMahon, Deputy General Counsel, of DCAMM and I will be responsible for the closing for the Commonwealth. I can be contacted at (857) 204-1565 or by e-mail at warren.madden@mass.gov. Martha McMahon can be contacted at (857) 204-1312 or by e-mail at martha.mcmahon@mass.gov.

For the closing, the City of Newburyport will be required to provide the closing funds via a wire transfer or a bank check in the amount of \$220,000 payable to the Commonwealth of Massachusetts. In addition, the City of Newburyport will be required to execute and deliver the following documents to DCAMM:

- Beneficial Interest Disclosure Statement (document to be provided by DCAMM)
- MEPA Agreement (document to be provided by DCAMM)

The closing of this real estate transaction will be scheduled for no later than December 31, 2020.

Thank you.

Sincerely,

Warren A. Madden
Project Manager
Office of Real Estate Management

Cc: Paul M. Crowley, Deputy Commissioner, DCAMM
Stephen R. Andrews, Director, DCAMM
Nicholas J. Tsaparris, Deputy Director - Asset Management, DCAMM
Martha J. McMahon, Deputy General Counsel, DCAMM
Colonel Timothy A. Mullen, State Quartermaster, Massachusetts Military Division
File



IN CITY COUNCIL

ORDERED:

November 8, 2021

AN ORDER TO DESIGNATE A STOP SIGN AT THE INTERSECTION OF
RAWSON AVE. AND HIGHLAND AVE.

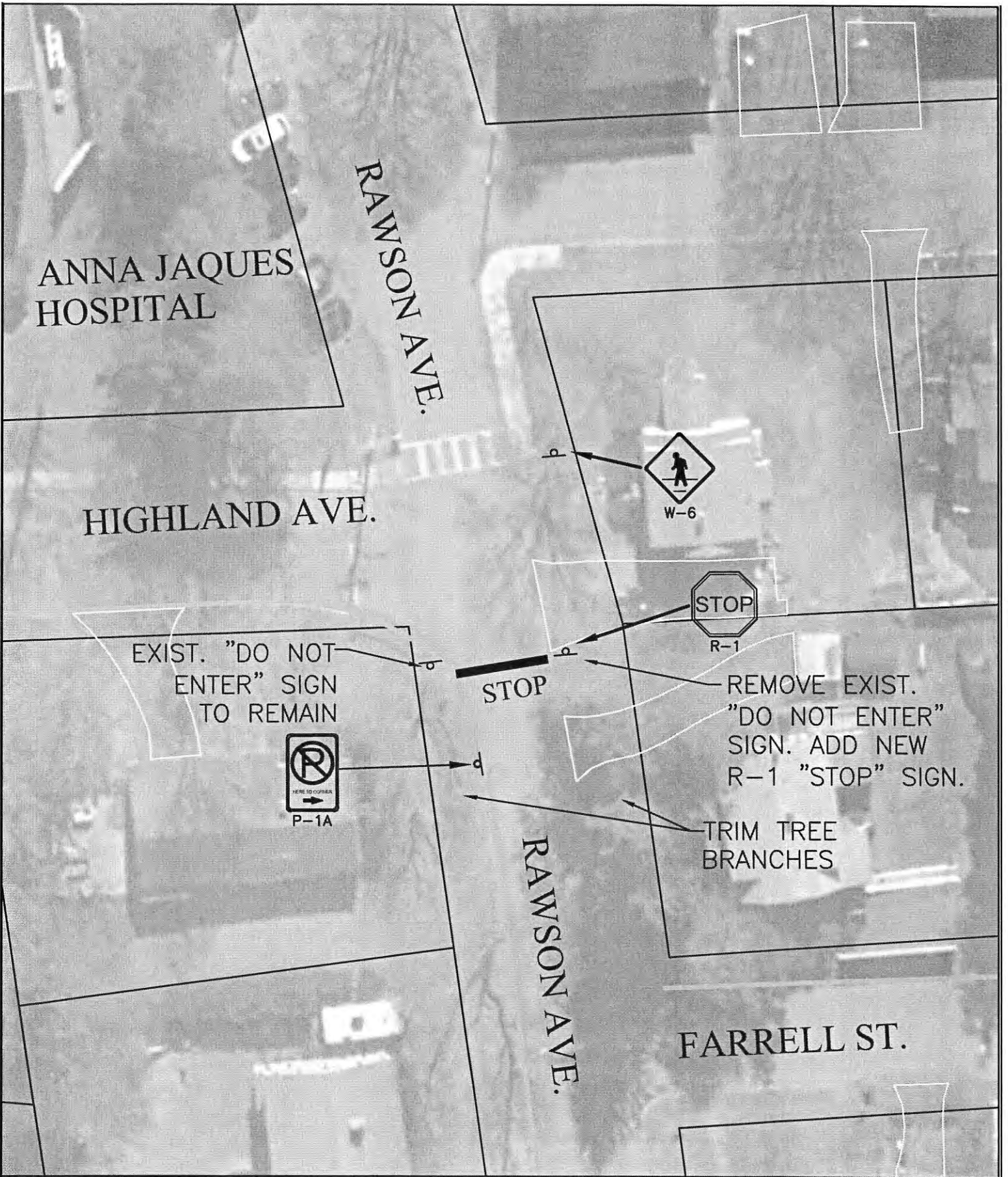
Be it ordained by the City Council of the City of Newburyport as follows:

Chapter 13	Traffic and Motor
Article 4	Vehicles Specific Street
Division 4	Schedules Stop and Yield
Section 13-136	Intersections Stop signs designated.

Pursuant to Section 13-136 of the Newburyport Code, the list of stop signs shall amended to include Rawson Avenue at the intersection of Highland Avenue as shown on Sheet: Traffic Signage Plan Rawson Ave. @ Highland Ave and dated 09-21-2021 and marked 'Attachment A'.

Furthermore the Do Not Enter sign shall be removed.

Councillor Christine E Wallace



CITY OF NEWBURYPORT
 DEPARTMENT OF PUBLIC SERVICES
 16A PERRY WAY
 NEWBURYPORT, MA 01950

RAWSON AVE. @ HIGHLAND AVE.
 TRAFFIC SIGNAGE PLAN

DATE ISSUED:
 09-21-21
 SCALE: NTS

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 8, 2021

THAT, the City Council of the City of Newburyport votes to accept the provisions of M.G.L. c.60, §23B relative to a fee schedule for the issuance of municipal lien certificates by the collector of taxes.

Councillor Afroz K. Khan

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 8, 2021

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of a perpetual Conservation Restriction (CR) between the City, acting through the Newburyport Conservation Commission ("Grantee"), and Evergreen Commons, LLC ("Grantor"), as owners of 22.816 acres of property in the City of Newburyport, being bounded and described in Exhibit A therein, said CR to be substantially in the form attached hereto; and

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

Councillor Heather L. Shand

GRANTOR: Evergreen Commons, LLC

GRANTEE: City of Newburyport

ADDRESS OF PREMISES: 18 Boyd Drive and 5 Brown Avenue

FOR GRANTOR'S TITLE SEE: Essex South Registry of Deeds at Book 36573, pages 88 and 92.

CONSERVATION RESTRICTION

Evergreen Commons, LLC, of 487 Groton Road, Suite A, Westford, Middlesex County, Commonwealth of Massachusetts, 01886, a Limited Liability Corporation, being the sole owner of the below described Premises, and intending hereby to bind itself and its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, and in furtherance of the Newburyport Zoning Ordinance Section XIV-I (vii) (1), hereby grants, with QUITCLAIM COVENANTS to the City of Newburyport, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, at 60 Pleasant Street, Newburyport, Massachusetts 01950, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, and its successors and permitted assigns (“Grantee”), for consideration of less than \$100.00 (one hundred dollars), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on a parcel of land in Newburyport consisting of approximately 22.816 acres, being bounded and described in Exhibit A, which exhibit is attached hereto and incorporated herein, and shown collectively as “Open Space 1,” “Open Space 2,” and “Open Space 3” on a plan of land entitled “Plan of Land in Newburyport, Massachusetts Surveyed For Evergreen Commons, LLC” prepared by Design Consultants Inc., 68 Pleasant Street, Newburyport, MA 01950, dated May 22, 2017 and recorded in Plan Book 464, Page 53 in the Essex South Registry of Deeds, a reduced copy of which is attached hereto as Exhibit B and incorporated herein (the “Premises”).

The Grantor has previously hereto recorded in the Essex South Registry of Deeds at Book 36573 Page 163 a Declaration of Restriction (“Declaration”) which specifically contemplated and which by its terms is superseded by the execution and recording of this Conservation Restriction. The Declaration incorporates an Open Space Conservation Restriction Use Plan, dated December 18, 2017, which is recorded in the Essex South Registry of Deeds at Book 36573, Page 173 and which is attached hereto and incorporated as Exhibit C.

This Conservation Restriction shall supersede and replace the Declaration.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic, and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (“conservation values”).

This Conservation Restriction is required by the following permits:

- 1) Newburyport Planning Board, XIV OSRD Special Permit, File No. 2016-SP-03a, recorded in the Essex South Registry of Deeds at Book 36573, Page 94 (“OSRD Special Permit”), for an Open Space Residential Development;
- 2) Newburyport Planning Board, Definitive Subdivision Plan, File No. 2017-DEF-01, dated January 30, 2018 and recorded in the Essex South Registry of Deeds at Book 36573, Page 115, for a 38 lot subdivision (“Subdivision Approval”); and
- 3) Newburyport Planning Board, XIX Water Resource Protection District Special Permit, File No. 2017-SP-05, recorded in the Essex South Registry of Deeds at Book 36573, Page 128 (“Water Resource Protection District Special Permit”); and
- 4) Newburyport Conservation Commission Order of Conditions, DEP File Number 051-0973, dated February 6, 2018 and recorded in the Essex South Registry of Deeds at Book 36573, Page 141 (“Order”), allowing construction of a 38-home subdivision within a Zone II Wellhead Protection Area.

The three Open Space parcels comprising the Premises provide a range of conservation values (as further described below) that provide a general public benefit that will be protected by this Conservation Restriction.

The conservation values include the following:

- Open Space Protection. The protection of the Premises contributes to the protection of the scenic and natural character of the City of Newburyport and will enhance the open-space value of these and nearby lands. The Premises is located near existing trail networks and provides a destination for residents utilizing those trails. Open Space 1 contains extensive open space for passive recreation, including trails that both loop and connect through the Premises, connecting the Brown Avenue neighborhood to the north with the Boyd Drive neighborhood to the south.
- Flood Plain Protection. Portions of Open Space 1 are considered Isolated Land Subject to Flooding, containing flood waters generated on site and in surrounding catchment areas composed of residential city streets. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- Protection of Wildlife Habitat. The Premises consists of pollinator meadow habitat. Pollinator habitat is of increasing importance to a healthy and biologically diverse ecosystem. Additionally, the Premises contains approximately 2 acres of isolated wetland consisting of open marsh habitat, which is frequented by waterfowl.
- Public Access. Public access to the Premises will be allowed for recreational activities. The Premises includes trails which, once a planned connection is completed, will provide access to the Garrison Trail, a multi-use trail in the City of Newburyport that connects to a broader coastal trail network.

- Water Quality Protection.
 - Wellhead Protection. The Premises is located within the Zone 2 of a Wellhead Protection Area, as designated by the Massachusetts Department of Environmental Protection.
 - Stormwater Wetlands Protection. Open Space 1 includes a large stormwater wetland that treats municipal stormwater from a drainage system that enters through Boyd Drive and five additional rain gardens that treat stormwater from Duffy Drive and Gabaree Court. The isolated wetland provides further water quality protection. Open Space 2 and Open Space 3 further contribute to the protection of groundwater quality by preserving open space within the aquifer.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth in Paragraph II.B below, the Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited in, on, under, and over the Premises:

- (1) Constructing or placing or allowing to remain any temporary or permanent building, structure, facility, or improvement, including but not limited to tennis courts, landing strips or pads, greenhouses, mobile homes, swimming pools, fences, asphalt, concrete or other forms of impervious pavement, billboards or other advertising displays, antennae or dishes, utility poles, towers, conduits, lines, solar panels or solar arrays, storage tanks, or any other temporary or permanent building, structure, facility, or improvement;
- (2) Mining, excavating, dredging, cutting, destroying or removing from any portion of the Premises or bodies of water thereon, of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, yard wastes such as lawn clippings, leaves, branches (other than those naturally deposited in the area), vehicle bodies

or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever;

- (4) Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation;
- (5) Subdivision or conveyance of a part or portion of the Premises;
- (6) Using any portion of the Premises hereafter towards building or development requirements on this or any other parcel;
- (7) Conducting activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, archaeological conservation, plants, or wildlife habitat;
- (8) Using the Premises for residential, commercial, or industrial purposes;
- (9) Using, parking, or storage of motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, recreational vehicles, trail bikes or snowmobiles;
- (10) The disruption, removal or destruction of the stone walls or granite fence posts on the Premises;
- (11) Using herbicides, fungicides, and pesticides;
- (12) Hunting and trapping except as may be permitted by the Grantee for ecosystem protection, preservation of flood storage capacity, and management purposes;
- (13) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.

B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph II.A, the Grantor reserves the right to conduct or expressly permit in writing, except as provided in Paragraph IV, the following acts and uses on the Premises, but only if such acts or uses do not materially impair the conservation values or purposes of this Conservation Restriction:

- (1) Vegetation management. In accordance with best management practices, selective pruning and cutting of trees and other vegetation to control or remove hazards, invasive species, or damage caused by disease, insects, or fire, or to preserve the present condition of the Premises;
- (2) Required Property Maintenance. Maintenance of the Premises in accordance with the Operations and Maintenance Plan dated May 7, 2017, last revised April 14th, 2021 as approved by the Order, attached hereto as Exhibit D. Such maintenance shall be consistent with the Open Space Maintenance requirements of the OSRD Special Permit.

- (3) Signs. The erection, maintenance and replacement of signs by the Grantor with respect to ownership, boundaries, trails, natural features, flora and fauna, regulations governing public use and the protected conservation values;
- (4) Minor Educational and Recreational Structures. With prior written notice to and written approval by the Grantee, the construction, maintenance, repair, and replacement of “Minor Structures” for use by the public for educational and recreational purposes, including but not limited to the structures and other improvements shown on Exhibit C, including the playground structure, water feature, interpretive signs, exhibits, benches, and the patio, pergola, and fire pit in the Central Green (Open Space 3) (collectively “Minor Structures”);
- (5) Recreational and Educational Activities. Walking, hiking, horseback riding, nature study and other non-motorized outdoor recreational and educational activities that do not materially alter the landscape, nor degrade environmental quality, nor involve commercial recreational use. Limited to the area depicted on Exhibit C as the Central Green (Open Space 3), organized or pick-up recreational and athletic activities, such as soccer games, ultimate frisbee, and other team sports events.
- (6) Special Events. Limited to the area depicted on Exhibit C as the Central Green (Open Space 3), and with prior written notice to and written approval by the Grantee, special events including concerts, gatherings, and formal organized activities such as dances, weddings, and the like;
- (7) Composting. With prior written notice to and written approval by the Grantee, stockpiling and composting of stumps, trees brush limbs and similar biodegradable materials originating on the Premises, in locations where the presence of such materials will not materially impair the conservation values;
- (8) Permit Compliance. Activities necessary to comply with the Order, the Subdivision Approval, the OSRD Special Permit, and the Water Resource Protection District Special Permit;
- (9) Trails, Stone Walls, and Gates. The construction, maintenance, and marking of trails for pedestrian and emergency vehicle use, provided that the Grantor shall provide written notice to the Grantee prior to initiating any new trail construction. The maintenance and repair of existing stone walls on the Premises, and the placement, maintenance, repair, and replacement of gates to control unauthorized access to the Premises.
- (10) Wildlife Habitat Management and Improvement. With prior written notice to and written approval by Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species;
- (11) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).

- (12) Stormwater Control Facilities. The maintenance of the stormwater facilities located on the Premises in accordance with the approved Stormwater Management Operation and Maintenance Plan approved as part of the OSRD Special Permit, the Subdivision Approval, the Water Resource Protection District Special Permit, and the Order, including the use of heavy equipment such as a backhoe and dump truck;
- (13) Flood Storage Maintenance or Improvements. With prior written notice to and written approval by the Grantee, activities designed to maintain or improve existing flood storage capacity;
- (14) Environmental Restoration or Improvement Projects. With prior written notice to and written approval by the Grantee, all acts and uses which are necessary to restore any environmental damage or degradation and/or improve the Premises to more fully align with the purposes hereunder;
- (15) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of nuisance species, all in a manner that minimizes damage to surrounding, non-target species and preserves water quality. No activities under this subsection may be conducted unless, prior to initiating any such activities, the Grantor shall provide written notice to the Grantee for its review and receive written approval therefor. Activities authorized under this subsection may include the use of herbicides or other chemicals, provided that Grantor shall provide additional written notice, at the same time as notice is provided to Grantee, to the City of Newburyport Water and Sewer Commission for its review and to the City of Newburyport Department of Public Services, Water Division, for its review and written approval by the Water Superintendent, and that no such activities shall occur without approval by the Water Superintendent;
- (16) Forestry and Cutting. Conducting or permitting others to conduct sound silvicultural uses of the Premises, including the right to commercially harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) and the establishment of new woods roads in accordance with prudent and sound silvicultural practices that conform at least to the minimum standards set forth in the Massachusetts Forest Cutting Practices Act (Chapter 132 of the Massachusetts General Laws, or its successor) and carried out pursuant to a Forest Management Plan.

Before any harvest of forest products occurs on the Premises, Grantor shall submit a Forest Management Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (or appropriate successor agency) and to any other required state agencies for their approval. The Forest Management Plan shall be prepared by a forester licensed through the Massachusetts Department of Conservation and Recreation in conformance with the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” and such statutes, regulations and directions in effect at the time of the approval of said Forest Management Plan. The Forest Management Plan shall include provisions designed to minimize soil erosion, conserve surface and groundwater

quality, scenic views, wildlife habitat, and to protect the conservation values of this Conservation Restriction.

The Forest Management Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional timber harvests occur. All cutting plans and designated access routes shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester.

- (17) Motorized Vehicles. The use of motorized vehicles for the following purposes:
- a. Access to the Premises by fire, police, ambulance, or other government officials in carrying out their official duties;
 - b. As necessary for activities related to the Grantor's maintenance and upkeep of the Premises; and
 - c. As necessary for persons with mobility impairments
- (18) Other. Such other non-prohibited activities requested by the Grantor and expressly approved in writing by the Grantee, in its sole and exclusive discretion, which permission may only be given if the Grantee expressly finds that the activity is consistent with, and does not materially impair, the purposes or conservation values of the Premises.

C. Permits, Regulations, Laws

The exercise of any right reserved by Grantor under Paragraph II(B) shall be in compliance with the Order, the Special Permit, zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

D. Monuments and Signage

The Grantor and its successors and assigns shall maintain in good condition any bounds, monuments, markers, and signs shown on Exhibit B, demarcating the boundaries of the Premises, and shall repair and or replace said monuments and signage on an as needed basis.

E. Notice and Approval

1. Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be

unreasonably withheld but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

2. Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction. This Paragraph II(E)(2) shall not apply to Paragraph II(B)(18), in which case the failure of Grantee to respond in writing within 60 days shall be deemed to constitute denial of the request as submitted.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph II(B)(5) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph II(B)(5). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

V. EXTINGUISHMENT

- A.** If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V(B), subject, however, to any

applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

- B. Proceeds. Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.
- C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V(B), after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

- A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.
- B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.
- C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the assignee is not an owner of the fee in the Property, and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts

General Laws. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON-MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the Massachusetts General Laws. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or

entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Essex South Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Essex South Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Evergreen Commons, LLC
487 Groton Road, Suite A
Westford, MA 01886

To Grantee: City of Newburyport
Attn: Conservation Commission
60 Pleasant Street
Newburyport, MA 01950

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

- A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

- C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.
- D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

- A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.
- B. Subordination. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.
- C. Non-Exclusive Construction Easement. This Conservation Restriction does not affect the rights conveyed to the City of Newburyport in a Non-Exclusive Construction Easement recorded in the Essex South Registry of Deeds immediately prior hereto.
- D. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor
Grantee Acceptance
Approval by City Council and Mayor
Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises
Exhibit B: Reduced Copy of Plan of the Premises
Exhibit C: Open Space Conservation Restriction Plan of the Premises
Exhibit D: Operations and Maintenance Plan

WITNESS my hand and seal this ____ day of _____, 2021,

Evergreen Commons, LLC
by its Managers

Howard Johnstone Hall, Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Howard Johnstone Hall, Manager of Evergreen Commons, LLC, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Evergreen Commons, LLC.

Notary Public
My Commission Expires:

**ACCEPTANCE OF GRANT BY CITY OF NEWBURYPORT CONSERVATION
COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the City of Newburyport, Massachusetts, hereby certify that at a public meeting duly held on _____, 2021, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Evergreen Commons, LLC pursuant to Section 8C of Chapter 40 and Section 32 of Chapter 184 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

NEWBURYPORT CONSERVATION
COMMISSION:

_____	_____
_____	_____
_____	_____
_____	_____

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY MAYOR OF CITY OF NEWBURYPORT

The undersigned, Mayor of the City of Newburyport, Massachusetts, hereby approve the foregoing Conservation Restriction from Evergreen Commons, LLC, to the City of Newburyport, acting by and through its Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

By: _____

Donna Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared, Donna Holaday, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY CITY COUNCIL OF CITY OF NEWBURYPORT

We, the undersigned, being a majority of the City Council of the City of Newburyport, Massachusetts, hereby certify that at a public meeting duly held on _____, 2021, the City Council voted to approve the foregoing Conservation Restriction from Evergreen Commons, LLC, to the City of Newburyport, acting by and through its Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

NEWBURYPORT CITY COUNCIL:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared, _____

_____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Evergreen Commons, LLC to the City of Newburyport, acting by and through its Conservation Commission, has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2021

KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

Open Space Parcel 1

Beginning at a point on the sideline of Boyd Drive as shown on Plan Book 464 Plan 53, thence;

By Boyd Drive on a curve turning to the left with an arc length of 20.10', with a radius of 63.00' to land N/F Blanchette, thence;

N 68°49'26" W a distance of 76.30' by land N/F Blanchette, thence;

S 18°25'35" W a distance of 246.76' by N/F Blanchette to land N/F Advance Investment Properties, thence;

N 68°48'36" W a distance of 664.87' by land N/F Advance Investment Properties and land N/F The Village at Newburyport Condominium, thence;

S 11°41'16" W a distance of 394.52' by land N/F The Village at Newburyport Condominium to the sideline of the State Highway Layout for US Route 95 Northbound, thence;

By the state highway layout with a curve turning to the right with an arc length of 493.17', with a radius of 5239.49', thence;

N 00°05'52" W a distance of 1082.42' by the state highway layout, thence;

N 29°23'05" E a distance of 250.76' by the state highway layout to land N/F Hall, thence;

S 85°52'10" E a distance of 106.16' by land N/F Hall to land N/F McCarthy, thence;

S 89°03'30" E a distance of 71.35' by land N/F McCarthy, thence;

N 08°59'40" E a distance of 139.73' by land N/F McCarthy to land N/F Walsh, thence;

S 46°27'13" E a distance of 110.00' by land N/F Walsh, thence;

N 28°59'50" E a distance of 164.19' by land N/F Walsh to Brown Avenue, thence;

S 72°20'35" E a distance of 13.24' by Brown Avenue to Duffy Drive, thence;

By Duffy Drive with a curve turning to the right with an arc length of 24.19', with a radius of 15.00', thence;

S 20°03'16" W a distance of 14.25' by Duffy Drive, thence;

By Duffy Drive with a curve turning to the right with an arc length of 44.49', with a radius of 130.00', thence;

S 39°39'49" W a distance of 101.34' by Duffy Drive, thence;

S 39°39'49" W a distance of 31.82' by Duffy Drive, thence;

By Duffy Drive with a curve turning to the left with an arc length of 216.29', with a radius of 145.00', thence;

S 45°48'05" E a distance of 81.32', thence;

By Duffy Drive with a curve turning to the right with an arc length of 24.87', with a radius of 380.00' to lot 24, thence;

S 51°07'13" W a distance of 109.47' by lot 24, thence;

S 32°54'55" E a distance of 81.02' by lot 24 to lot 23, thence;

S 30°11'08" E a distance of 92.60' by lot 23 to lot 22, thence;

S 39°41'51" E a distance of 95.22' by lot 22 to lot 21, thence;

S 40°03'10" E a distance of 80.56' by lot 21, thence;

N 67°26'28" E a distance of 112.57' by lot 21 to Duffy Drive, thence;

By Duffy Drive with a curve turning to the right with an arc length of 10.01', with a radius of 230.00' to Lot 20, thence;

S 67°26'28" W a distance of 113.59' by lot 20, thence;

S 12°44'42" E a distance of 90.52' by lot 20 to lot 19, thence;

S 17°00'28" E a distance of 107.68' by lot 19 to lot 17, thence;

S 16°31'50" W a distance of 115.13' by lot 17, thence;

S 73°30'41" E a distance of 108.71' by lot 17 to Duffy Drive, thence;

By Duffy Drive with a curve turning to the left with an arc length of 10.01', with a radius of 145.00' to lot 16, thence;

N 73°30'41" W a distance of 108.37' by lot 16, thence;

S 16°49'54" W a distance of 134.10' by lot 16 to lot 14, thence;

S 57°01'55" W a distance of 110.54' by lot 14 to lot 13, thence;
S 33°21'31" W a distance of 149.83' by lot 13 to lot 12, thence;
S 20°58'58" E a distance of 170.24' by lot 12 to lot 11, thence;
S 74°47'49" E a distance of 167.04' by lot 11 to lot 10, thence;
N 48°50'58" E a distance of 145.95' by lot 10 to lot 9, thence;
N 12°29'22" E a distance of 99.99' by lot 9 to lot 8, thence;
S 69°20'18" E a distance of 100.32' by lots 8 and lot 7 to lot 3, thence;
S 10°31'16" W a distance of 79.87' by lot 3, thence;
S 65°20'06" E a distance of 128.02' by lot 3 to the point of beginning.
Having an area of 827,454 square feet, 18.997 acres.

Open Space Parcel 2

Beginning at a point on the sideline of Brown Avenue and Duffy Drive as shown on Plan Book 464 Plan 53, thence;
S 72°20'35" E a distance of 16.70' by Brown Avenue to land N/F Asprogiannis, thence;
S 29°20'30" W a distance of 208.98' by land N/F Asprogiannis, thence;
S 46°27'13" E a distance of 142.70' by land N/F Asprogiannis and land N/F of Chambers, thence;
S 45°30'50" E a distance of 214.28' by land N/F of Chambers and land N/F of Matthews to land N/F City of Newburyport, thence;
S 52°16'58" E a distance of 74.75' by land N/F City of Newburyport to parcel A, thence;
S 19°45'53" E a distance of 99.28' by parcel A, thence;
S 36°15'48" E a distance of 131.24' by parcel A, thence;
S 54°58'06" E a distance of 114.71' by parcel A, thence;
S 72°21'16" E a distance of 114.64' by parcel A, thence;
S 84°10'08" E a distance of 84.94' by parcel A to land N/F City of Newburyport, thence;

S 52°16'58" E a distance of 140.21' by land N/F City of Newburyport to land N/F Bailly, thence;
S 17°46'08" E a distance of 142.47' by land N/F Bailly to land N/F Soares, thence;
S 40°07'14" W a distance of 146.53' by land N/F Soares and land N/F Koen to lot 37, thence;
N 14°03'02" E a distance of 125.94' by lot 37 to lot 36, thence;
N 26°35'46" W a distance of 141.04' by lot 36 to lot 35, thence;
N 51°49'21" W a distance of 132.67' by lot 35 to lot 34, thence;
N 84°50'09" W a distance of 125.67' by lot 34 to lot 33, thence;
S 77°49'24" W a distance of 109.95' by lot 33 to lot 31, thence;
N 15°33'20" W a distance of 71.89 by lot 31 to lot 30, thence;
N 18°17'20" W a distance of 98.49' by lot 30 to lot 29, thence;
N 34°49'19" W a distance of 98.43' by lot 29 to lot 28, thence;
N 42°37'44" W a distance of 88.94' by lot 28 to lot 27, thence;
N 32°51'28" W a distance of 88.52' by lot 27 to lot 26, thence;
N 32°56'37" W a distance of 93.79' by lot 26 to lot 25, thence;
N 61°35'20" W a distance of 130.27' by lot 25, thence;
S 46°52'35" W a distance of 76.25' by lot 25 to Duffy Drive, thence;
N 45°48'05" W a distance of 18.32' by Duffy Drive, thence;
By Duffy Drive with a curve turning to the right with an arc length of 156.62', with a radius of 105.00', thence;
N 39°39'49" E a distance of 29.11' by Duffy Drive, thence;
N 39°39'49" E a distance of 104.06' by Duffy Drive, thence;
By Duffy Drive with a curve turning to the left with an arc length of 58.18', with a radius of 170.00', thence;
N 20°03'16" E a distance of 17.18' by Duffy Drive, thence;

By Duffy Drive with a curve turning to the right with an arc length of 22.93', with a radius of 15.00' to the point of beginning;

Having an area of 77,410 square feet, 1.777 acres.

Open Space Parcel 3

Beginning at a point on the sideline of Duffy Drive opposite the tee from Boyd Drive as shown on Plan Book 464 Plan 53, thence;

S 38°44'07" W a distance of 136.66' by Duffy Drive, thence;

By Duffy Drive with a curve turning to the right with an arc length of 178.63', with a radius of 105.00', thence;

N 43°47'26" W a distance of 41.11' by Duffy Drive, thence;

By Duffy Drive with a curve turning to the right with an arc length of 181.78', with a radius of 105.00', thence;

N 55°24'01" E a distance of 34.08' by Duffy Drive, thence;

By Duffy Drive with a curve turning to the left with an arc length of 50.15', with a radius of 220.00', thence;

N 42°20'22" E a distance of 102.19' by Duffy Drive, thence;

By Duffy Drive with a curve turning to the right with an arc length of 168.44', with a radius of 105.00', thence;

S 45°44'50" E a distance of 11.61' by Duffy Drive, thence;

By Duffy Drive with a curve turning to the right with an arc length of 154.82', with a radius of 105.00', thence;

S 38°44'07" W a distance of 74.64' to the point of beginning.

Having an area of 88,941 sf, 2.042 acres.

EXHIBIT B

Reduced Copy of Plan of Premises (see attached)

For official full size plan see South Essex Registry of Deeds Plan Book 464 Page 53

52
466 (6/2018)

PLAN BOOK NO. PLAN 5
 TITLE: PORT PLACE
 DATE: 2/16/18
 DRAWN BY: J. BOGARD
 CHECKED BY: J. BOGARD
 DESIGNED BY: J. BOGARD
 REGISTERED PROFESSIONAL ENGINEER
 MASS. REG. NO. 10111

RESERVED FOR REGISTER USE ONLY

NOTES

THE PURPOSE OF THIS PLAN IS TO SHOW THE PRELIMINARY LOT LAYOUT FOR A DEFINITIVE SUBDIVISION OFF BOYD DRIVE AND LAUREL ROAD IN NEWBURYPORT, MASSACHUSETTS. IT IS THE RESULT OF AERIAL MAPPING PERFORMED IN 2013 BASED ON 2013 PLANTS AS SHOWN BY AN ACTUAL ON THE GROUND SURVEY PERFORMED BETWEEN NOVEMBER 2013 AND SEPTEMBER 2014 AND ROADWAY AND LOT LAYOUT BY DESIGN CONSULTANTS, INC. IN SEPTEMBER 2016.

OWNERSHIP INFORMATION USED IN THE PREPARATION OF THIS PLAN WAS OBTAINED FROM THE CLIENT AND THE CITY OF NEWBURYPORT ASSESSOR'S OFFICE IN NOVEMBER 2016.

ALL PLUM AND SEWER REFERENCES REFER TO THE SOUTHWEST ESSEX DISTRICT REGISTRY OF DEEDS.

UTILITIES SHOWN HEREON ARE BASED ON RECORD PLANS OBTAINED FROM THE RESPECTIVE UTILITY OWNERS WHEREAS ARE BASED ON ACTUAL FIELD MEASUREMENTS.

THE LOCUS PROPERTY IS LOCATED IN ZONE X AREA OF MINIMAL FLOODING, AS GRAPHICALLY SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM) 250000000W WITH AN EFFECTIVE DATE OF 07/24/2005. THE FLOOD ZONE DETERMINATION WAS MADE BY GRAPHIC PLOTTING ONLY AND NO FIELD SURVEYING WAS COMPLETED TO MAKE THIS DETERMINATION.

SEE COVER SHEET FOR LIST OF WARNERS REQUIRED.

I CERTIFY THAT THE SURVEY INFORMATION TO PREPARE THIS PLAN CONFORMED TO THE PROCEDURAL AND TECHNICAL STANDARDS FOR AN ON-THE-GROUND CASUALTY SURVEY IN ACCORDANCE WITH COMMONWEALTH OF MASSACHUSETTS 250 CMR SECTION 8.01 AND THAT THE CERTIFICATION SHOWN HEREON IS INTENDED TO MEET REQUIREMENTS OF DEED REQUIREMENTS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN.

I CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE RULES FOR RECORDS ADOPTED BY THE REGISTER OF DEEDS.

FILE # 2/16/18

EVERETT J. BOGARD, P.E.
 MASS. REGISTRATION NO. 4783

LOCAL TITLE INFORMATION

18 BOYD DRIVE, "EVERGREEN COMMONS"

OWNER: EGM LLC

DEED REFERENCE: BOOK 29288 PAGE 376

ASSESSORS: MAP 110 PARCEL 30

5 BROWN AVENUE

OWNER: HOWARD J. HALL

DEED REFERENCE: BOOK 23708 PAGE 385

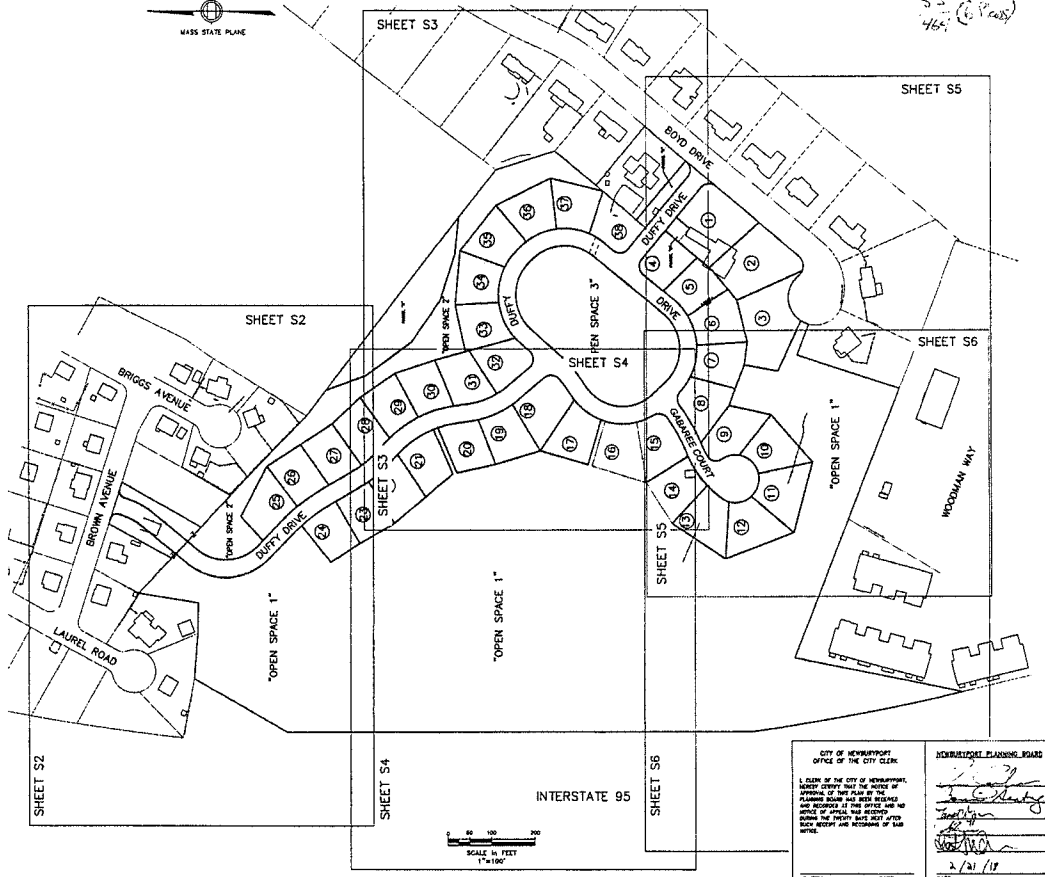
ASSESSORS: MAP 111 PARCEL 117

Copyright 2017 Winter GEC, LLC
 Copyright 2017 Design Consultants, Inc. DC PROJ. NO. 2018-063

Design Consultants, Inc.
 Consulting Engineers and Surveyors

130 WOODLEY AVENUE
 NEWBURYPORT, MA 01950
 978-778-3300

69 PLEASANT STREET
 NEWBURYPORT, MA 01950
 978-354-7112



CITY OF NEWBURYPORT
 OFFICE OF THE CITY CLERK

NEWBURYPORT PLANNING BOARD

I, CLERK OF THE CITY OF NEWBURYPORT, HAVE REVIEWED THIS PLAN BY APPROVING OF THIS PLAN BY SIGNING HEREON AND HAVE RECORDED AND RECORDED IN THIS OFFICE AND NO OTHER RECORDS OF THIS PLAN HAVE BEEN MADE AND NO OTHER RECORDS OF THIS PLAN HAVE BEEN MADE AND NO OTHER RECORDS OF THIS PLAN HAVE BEEN MADE.

CLERK: _____ DATE: 2/16/18

Winter GEC, LLC
 34 WINTER STREET
 NEWBURYPORT, MA 01950
 978-270-8626

SCALE:	
HORIZ. 1" = 100'	
VERT. 1" = 100'	
NO. 1 DATE 1 BY	NEWBURYPORT

FIELD: <u>EG</u>	
CALC.: <u>EG</u>	
CHECKED: <u>EG</u>	
APPROVED: <u>EG</u>	

LOT LAYOUT KEY PLAN	PLAN OF LAND IN NEWBURYPORT, MASSACHUSETTS	PROJECT NO. 18001
PORT PLACE	SURVEYED FOR EVERGREEN COMMONS, LLC	DATE: <u>MAY 22, 2017</u>
18 BOYD DRIVE & 5 BROWN AVENUE		SHEET NO. 1 OF 5

S1

EXHIBIT C - Open Space Conservation Restriction Plan
L0 OM plan 4-14-21 RENDERED



LEGEND

- Open Space (Active Recreation)
- Open Space (Passive Recreation)
- Open Space (Conservation Area)
- Existing No Cut Woodland Zone
- Land Conveyed to City of Newburyport

FOR REGISTRY OF DEEDS USE ONLY

N
↑
NORTH

DCi
Design Consultants Inc.
Exeter • Quincy • Newburyport
www.dci-ma.com

PROJECT TEAM

16 BOYD DRIVE,
SUBDIVISION
NEWBURYPORT, MA

PREPARED FOR
EVERGREEN
COMMONS, LLC

PROJECT REG

REV.	DESCRIPTION	DATE



**OPEN SPACE
CONSERVATION
RESTRICTION
USE PLAN**

SHEET NAME

OS1

SHEET NO.

TW BY: SSJ

PROJECT NO: 2015-003

DATE: Dec 18, 2017

SCALE: AS SHOWN 1"=30'

CITY OF NEWBURYPORT
OFFICE OF THE TOWN CLERK

NEWBURYPORT PLANNING BOARD

I, CLERK OF THE CITY OF NEWBURYPORT, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

CLERK: _____ DATE: _____

EXHIBIT D – Operations and Maintenance Plan (see attached)

	AREA 1 WETLAND	AREA 2 RESTORATION	AREA 3 STORMWATER	AREA 4 POLLINATOR MEADOW	AREA 5 OPEN/MANAGED LAWN	AREA 6 MANICURED AND BUFFER AREAS
PLANT MATERIAL	NATIVE	NATIVE	NATIVE	NATIVE	NATIVE	NATIVE & CULTIVATED
	NE Wetmix, native shrubs and trees	NE Roadside Matrix Upland Seed Mix, NE Conservation/Wildlife Mix, shrubs and trees	NE Roadside Matrix Upland Seed Mix	Showy NE Native Wildflower or equivalent seed mix	Fescue blend	Lawn, trees, evergreens, ornamentals
ACCESS	NONE	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PRIVATE
MANAGEMENT	ANNUAL	BI-ANNUAL	SEE STORMWATER O&M	ANNUAL	BI-WEEKLY	WEEKLY & AS NEEDED
	Inspect annually. Maintenance limited to restoration and plant health, including invasive removal and replanting of native plants as needed. Herbicides to be used only in accordance with a City approved plan.	Inspect spring and fall. Maintenance limited to plant health, including invasive removal and replanting of native plants as needed. Herbicides to be used only in accordance with a City approved plan.	Limited to functional issues and plant health, including measures in Stormwater O&M manual, including invasive removal and replanting of native plants as needed. Herbicides to be used only in accordance with a City approved plan.	Inspect spring and fall, maintenance limited to maintaining meadow health. After establishment, mowing annually in the spring and invasive removal or reseeding efforts. See the separate protocol for meadow seeding and initial mowing guidelines. Herbicides to be used only in accordance with a City approved plan.	Bi-weekly mowing during the growing season. Best management practices including organic lawn fertilizer and organic controls. Overseeding in spring and fall as needed. Invasive removal and replanting of native plants as needed. Herbicides to be used only in accordance with a City approved plan.	Weekly mowing of lawn areas during the growing season. Regular application of organic lawn fertilizer. Required maintenance of vegetation including organic controls. Pruning as needed.
RESOURCE VALUE	NATURAL RESOURCE	NATURAL RESOURCE	STORMWATER	NATURAL RESOURCE	NATURAL RESOURCE	NATURAL RESOURCE
	Wildlife, flood storage, visual	Wildlife, visual	Wildlife, visual	Wildlife, visual	Wildlife, visual	Visual
USE	PASSIVE	PASSIVE	PASSIVE	PASSIVE	PASSIVE AND ACTIVE	PASSIVE AND ACTIVE
	Visual enjoyment Nature study	Visual enjoyment Nature study	Visual enjoyment Nature study Water quality	Visual enjoyment Nature study	Visual enjoyment Nature study Recreation	Visual enjoyment Recreation Group & family activities

NOTE MAINTAIN TRANSITIONAL MEADOW AREA AT SAME TIME AS POLLINATOR MEADOW. NOTE IN ALL AREAS MOW AROUND SHRUBS AND TREES. REVISED 4-16-21



- OPEN SPACE/WETLAND AREA**
- NE HOADSIDE MIX (PINES/SEED MIX 1:1) 1250 SQ FT. NE WETLAND PLANTS
 - NE CONDORVATE/WILDERNESS MIX 1:1 1875 SQ FT. NE WETLAND PLANTS
 - SHOWY NORTHEASTERN NATIVE WILDFLOWER & GRASS MIX, EARLY SEEDS, OR EQUIVALENT
 - NEW ENGLAND WETMAX 1:1 2500 SQ FT. NE WETLAND PLANTS
 - OPEN LAWN - FESCUE BLEND
 - SHRUBS/SAPLINGS WITH ISOLATED WETLAND AREA (SEE BELOW FOR LIST)
 - TRANSITIONAL MEADOW (SEE SEPARATE SKETCH BY OTHERS)

- SHRUBS/SAPLINGS WITH HATCHED ISOLATED WETLAND AREA**
- SHADE TREES QTY 23
 - EVERGREEN TREES QTY 16
 - FLOWERING TREES QTY 25
 - SHRUBS QTY 252

- BUFFER PLANTINGS**
- SHADE TREES QTY 3
 - EVERGREEN TREES QTY 4
 - FLOWERING TREES QTY 4
 - SHRUBS QTY 21
 - EVERGREEN BUFFER QTY 3
- STREET TREE PLANTINGS**
- SHRUBS/SAPLINGS WITH HATCHED ISOLATED WETLAND AREA
 - SHADE TREES
 - FLOWERING TREES (CUL DE SAC)

- CENTRAL GREEN**
- SHADE TREES
 - FLOWERING TREES
 - SHRUBS
 - TOT LOT
 - SHADE TREES
 - FLOWERING TREES
 - EVERGREEN BUFFER
- INDIVIDUAL LOTS: SEE DETAIL SHEET

INTERSTATE 95 NORTH BOUND

INTERSTATE 95 NORTH BOUND

INTERSTATE 95 NORTH BOUND

L-0

KD Turner Design
Landscape Architecture
27 High St
Newburyport, MA 01960
PH: 781.632.6864

PORT PLACE
by Evergreen Commons, LLC
Newburyport, MA

OPERATIONS & MAINTENANCE PLAN
Scale: 1"=100'-0"

ISSUED:	FOR REVIEW:
1-17-17	1-17-17
2-14-17	2-14-17
3-14-17	3-14-17
4-14-17	4-14-17

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 8, 2021

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of land by deed to the City on the so-called "Evergreen Commons" property or "Cottages at Port Place" development, identified as Parcel A on the attached Quitclaim Deed and recorded plan referenced therein, and containing 29,776 square feet, more or less, as requested by the Newburyport Department of Public Services (DPS) Water Division, and consistent with an Open Space Residential Development (OSRD) Subdivision and Special Permit issued by the Newburyport Planning Board; 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, substantially in the form attached hereto, and to take any other actions necessary to execute this acceptance accordingly; and

Further, that upon recording of the subject deed to the City, said property (adjacent to the so-called "Well # 2" property at 75 Ferry Road) shall be transferred to the Newburyport Water Department for further care and custody.

Councillor Heather L. Shand

QUITCLAIM DEED

Evergreen Commons LLC, a Massachusetts limited liability corporation, having an address of 25 Storey Avenue, Newburyport, Massachusetts 01950 (the “Grantor”), for nominal consideration of less than One Hundred and 00/100 Dollars (<\$100.00)

Grants to

The City of Newburyport, a municipal corporation, having an address of 60 Pleasant Street, Newburyport, Massachusetts 01950, acting by and through its Department of Public Services Water Division,

with QUITCLAIM COVENANTS

The land in Newburyport, Essex County, Massachusetts shown as **Parcel A** on a plan of land entitled “Plan of Land in Newburyport, Mass. Surveyed for Evergreen Commons LLC”, dated May 2, 2017, prepared by Design Consultants, Inc., Consulting Engineers and Surveyors, 120 Middlesex Avenue, Somerville, MA 02145, and recorded with Southern Essex District Registry of Deeds in Plan Book 464, Plan 53. Said **Parcel A** contains 29,776 square feet, more or less, according to said Plan.

Being a portion of the premises conveyed to the Grantor by deed recorded with Southern Essex District Registry of Deeds in Book 365737, Page 88 and Book 36573 Page 92.

Executed as a sealed instrument this ____ day of _____, 2021.

Evergreen Commons LLC

By:
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2021, before me, the undersigned notary, personally appeared _____, 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 Manager of Evergreen Commons LLC.

Notary Public
My Commission Expires:

GRANTEE: CITY OF NEWBURYPORT

By: _____
Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the above-named Donna Holaday, proved to me by satisfactory evidence of

identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

(Print Name of Notary Public): _____

My commission expires: _____

CITY OF NEWBURYPORT



—
IN CITY COUNCIL

ORDERED:

November 8, 2021

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of land by deed to the City on the so-called "Evergreen Commons" property or "Cottages at Port Place" development, identified as Parcel C on the attached Quitclaim Deed and recorded plan referenced therein, and containing 1,597 square feet, more or less, and including a new sewer lift station constructed in accordance with City requirements for the applicable new neighborhood; 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, substantially in the form attached hereto, and to take any other actions necessary to execute this acceptance accordingly; and

Further, that upon recording of the subject deed to the City, said property shall be transferred to the Newburyport Department of Public Services for further care and custody.

Councillor Heather L. Shand

QUITCLAIM DEED

Evergreen Commons LLC, a Massachusetts limited liability corporation, having an address of 25 Storey Avenue, Newburyport, Massachusetts 01950 (the “Grantor”), for nominal consideration of less than One Hundred and 00/100 Dollars (<\$100.00)

Grants to

The City of Newburyport, a municipal corporation, having an address of 60 Pleasant Street, Newburyport, Massachusetts 01950, acting by and through its Department of Public Services Sewer Division,

with QUITCLAIM COVENANTS

The land and building thereon in Newburyport, Essex County, Massachusetts shown as **Parcel C** on a plan of land entitled “Plan of Land in Newburyport, Mass. Surveyed for Evergreen Commons LLC”, dated May 2, 2017, prepared by Design Consultants, Inc., Consulting Engineers and Surveyors, 120 Middlesex Avenue, Somerville, MA 02145, and recorded with Southern Essex District Registry of Deeds in Plan Book 464, Plan 53. Said Parcel C contains 1,597 square feet, more or less, according to said Plan.

Being a portion of the premises conveyed to the Grantor by deed recorded with Southern Essex District Registry of Deeds in Book 365737, Page 88 and Book36573 Page 92.

Executed as a sealed instrument this ____ day of _____, 2021.

Evergreen Commons LLC

By:
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2021, before me, the undersigned notary, personally appeared _____, 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 Manager of Evergreen Commons LLC.

Notary Public
My Commission Expires:

GRANTEE: CITY OF NEWBURYPORT

By: _____
Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the above-named Donna Holaday, proved to me by satisfactory evidence of

identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

(Print Name of Notary Public): _____

My commission expires: _____

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 8, 2021

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of a Non-Exclusive Construction Easement to the City for future trail construction on the so-called "Evergreen Commons" property or "Cottages at Port Place" development, identified as "Easement Area" in the attached Non-Exclusive Construction Easement and plan referenced therein, and containing 21,467 square feet, more or less, consistent with an Open Space Residential Development (OSRD) Subdivision and Special Permit issued by the Newburyport Planning Board; 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 said Non-Exclusive Construction Easement, substantially in the form attached hereto, and to take any other actions necessary to execute this acceptance accordingly.

Councillor Heather L. Shand

NON- EXCLUSIVE CONSTRUCTION EASEMENT

This Non-Exclusive Construction Easement (the “Easement”) is granted this ___ day of _____, 2021 by Evergreen Commons, LLC, being duly authorized to do business in the Commonwealth of Massachusetts, and having a mailing address of 25 Storey Avenue, Essex County, Commonwealth of Massachusetts, 01950, a Limited Liability Corporation as declarant for the Port Place Home Owner’s Association, recorded in the Essex South Registry of Deeds Book 37023 Page 029 as amended by that First Amendment recorded in said Registry at Book 40031 and Page 406 (“Grantor”), as the owner of those parcels of land in Newburyport consisting of approximately 22.816 acres, and shown as “Open Space 1”, “Open Space 2” and “Open Space 3” on a plan recorded in said Registry at Plan Boo, 464 Plan 53 prepared by Design Consultants Inc., 68 Pleasant Street, Newburyport, MA 01950, dated May 22, 2017 (the “Grantor’s Property”), to the City of Newburyport, an municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 (together with its successors and assigns, “Grantee”).

WHEREAS, Grantor is the owner of the Grantor’s Property;

WHEREAS, pursuant to a Newburyport Planning Board, XIV OSRD Special Permit, File No. 2016-SP-03a, recorded in the Essex South Registry of Deeds at Book 36573, Page 94 (“Special Permit”), for an Open Space Residential Development, Finding No. 8 specified that the Project would include 5,700 linear feet of bike and walking paths “that will connect to the City’s multi-use path that runs adjacent and parallel to Interstate 95” (the “Garrison Trail”);

WHEREAS, pursuant to Newburyport Conservation Commission Order of Conditions, DEP File Number 051-0973, dated February 6, 2018 and recorded in the Essex South Registry of Deeds at Book 36573, Page 141 (“Order”), allowing construction of a 38-home subdivision within a Zone II Wellhead Protection Area and anticipating connection to the Garrison trail (the “Bike Path Connection”);

WHEREAS, the Order of Conditions and Special Permit have been amended and no longer require the Grantor to construct a connection to the City’s multi-use path that runs adjacent to Interstate 95 however, require the creation of a plan to provide for said connection. (the “Easement Area”) said Easement Area shown on Exhibit A attached hereto and grant said easement to the Grantee.

WHEREAS, this Non-Exclusive Construction Easement is to authorize and enable the City of Newburyport to construct the bike path connection in the future, once permission is secured from all pertinent landowners, consistent with the path proposed and approved in the Order and Special Permit;

NOW THEREFORE, for nominal consideration the receipt and sufficiency of which is hereby acknowledged and for the promises set forth below, Grantor does hereby grant to Grantee the following rights and easement:

1. Grant of a Non-Exclusive Construction Easement. Grantor does hereby grant to Grantee the following non-exclusive construction easement to run with the land as follows:

(a) The right for the City of Newburyport, its assigns, contractors and successor, to construct a bike path connection consistent that that shown on Exhibit A in the Easement Area consisting of 21,467 square feet +/- . This Construction Easement and conditions provided herein shall be perpetual and irrevocable and shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon the Grantee and the Grantor and their respective successors and assigns.

2. Limitations and Restrictions. The rights and easements granted in Section 1 above shall become effective only if and when Grantor has recorded the Plan. The rights and easements granted in Section 1 hereof shall be limited to use of the Easement Area, including access thereto over the land of the Grantor's Open Space Area for construction of the bike path connection.

The rights and easements granted in Section 1 in no way curtail or nullify the rights granted to the City of Newburyport Conservation Commission in that certain Conservation Restriction recorded immediately hereafter.

Nothing in this Grant of Easements shall limit the ability of the Grantor and Grantee to avail themselves of the protections provided by any applicable law affording immunity to either party including, to the extent applicable, M.G.L. c 21, §17C(a), the so-called "Recreational Use Statute". This Grant of Easements is made for the express purpose of permitting the Grantee to construct a bike path connection which will in turn enable members of the public to use such land for recreational purposes, at their own risk, without the imposition of a charge or fee therefor, and neither Grantor nor Grantee shall at any time impose a charge or fee on members of the public for the use of the public bike path to be created on the Easements or for any other purpose.

3. Maintenance.

(a) Maintenance of the Easement Area. Grantor shall be responsible for maintaining the Easement Area and improvements thereon at Grantor's sole cost and expense.

4. Insurance. Prior to exercising any rights under this Agreement, Grantee shall obtain, and thereafter shall maintain in effect, a policy of public liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the use and/or exercise of rights and/or obligations under this Agreement, including but not limited to use, construction of the bike bath connection and access to and from. Such insurance policy shall name Grantor (and following notice, any holders of mortgages on

Grantor's Land), as an additional insured. Said insurance shall be carried by a financially responsible insurance company or companies qualified to do business in the Commonwealth of Massachusetts and having a single limit for loss of life or bodily injury and for property damage of not less than \$3,000,000. Grantee shall furnish to Grantor a certificate of insurance evidencing the existence of the insurance required to be carried pursuant hereto. Such policy shall contain a provision that it shall not be cancelled or terminated without at least thirty (30) days advance written notice to each insured.

5. No Liability: The Grantor does not assume any responsibility to the Grantee, the general public, or anyone else in connection with its or their use of this Non-Exclusive Construction and Maintenance Easement which use shall be at its and their discretion and risk.

6. No Representations or Warranties. Grantor makes no representation or warranty, either express or implied, with respect to the condition of any portion of Grantor's Land or the improvements now or hereafter constructed thereon.

7. Compliance with Law. In the performance of its obligations hereunder, Grantee shall comply promptly with all laws, regulations and governmental permits and approvals and matters of record existing prior to the recording of this Agreement.

8. Amendment. Except as otherwise expressly set forth in this Agreement, no amendments or modifications of this Agreement shall be effective without the prior written consent of each party at the time of such amendment or modification.

9. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Governing Law. This Agreement shall be construed and interpreted under the laws of the Commonwealth of Massachusetts.

11. Notices. Unless otherwise specified herein, any notice to be given hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail return receipt requested, or (c) when sent by overnight delivery (such as FedEx), or (d) when sent by daytime courier, addressed as follows:

If to Grantor: Trustee
Port Place Homeowners Association Trust
25 Storey Ave.
Newburyport MA 01950

If to Grantee: City of Newburyport
Mayor

City Hall
60 Pleasant Street
Newburyport, MA 01950

Each party's notice address may change upon twenty (20) days prior written notice to the other party. Notices shall be deemed delivered on the date received or rejected or on the date noted that the addressee has refused delivery, or on the date that the notice is returned to sender due to the inability of the postal authorities to deliver.

Port Place Homeowners Association Trust
By Evergreen Commons LLC
Its Original Declarant

By: _____
Howard Johnstone Hall

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Howard Johnstone Hall, proved to me through satisfactory evidence of identification, which were driver's licenses, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that he signed it in his capacity, and that by his signature on the instrument, the individual, or the person upon whose behalf of which the individual acted, executed the instrument voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

GRANTEE: CITY OF NEWBURYPORT

By: _____
Donna Holaday, Mayor

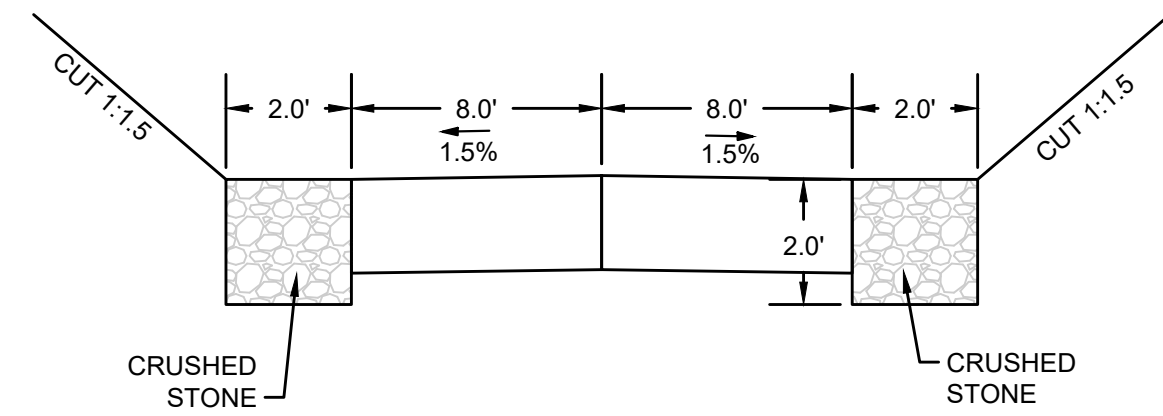
COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

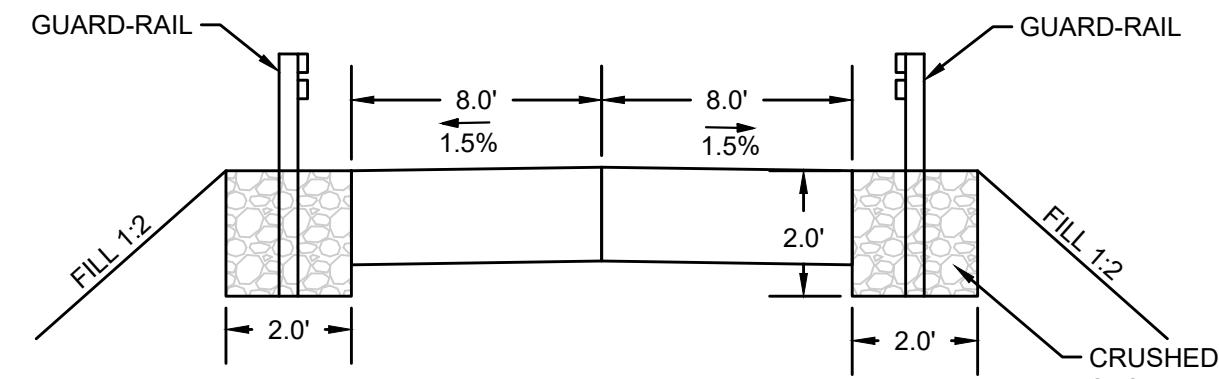
On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared the above-named Donna Holaday, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

(Print Name of Notary Public): _____
My commission expires: _____

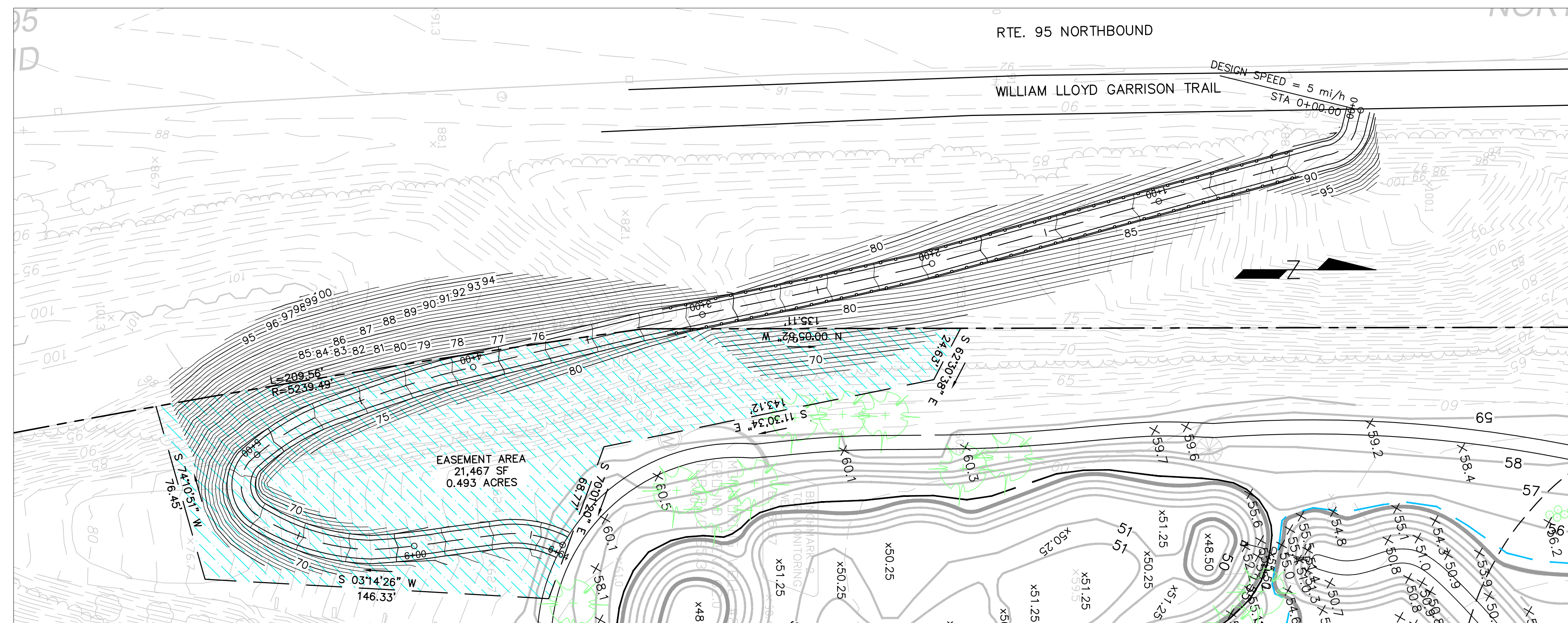
EXHIBIT A



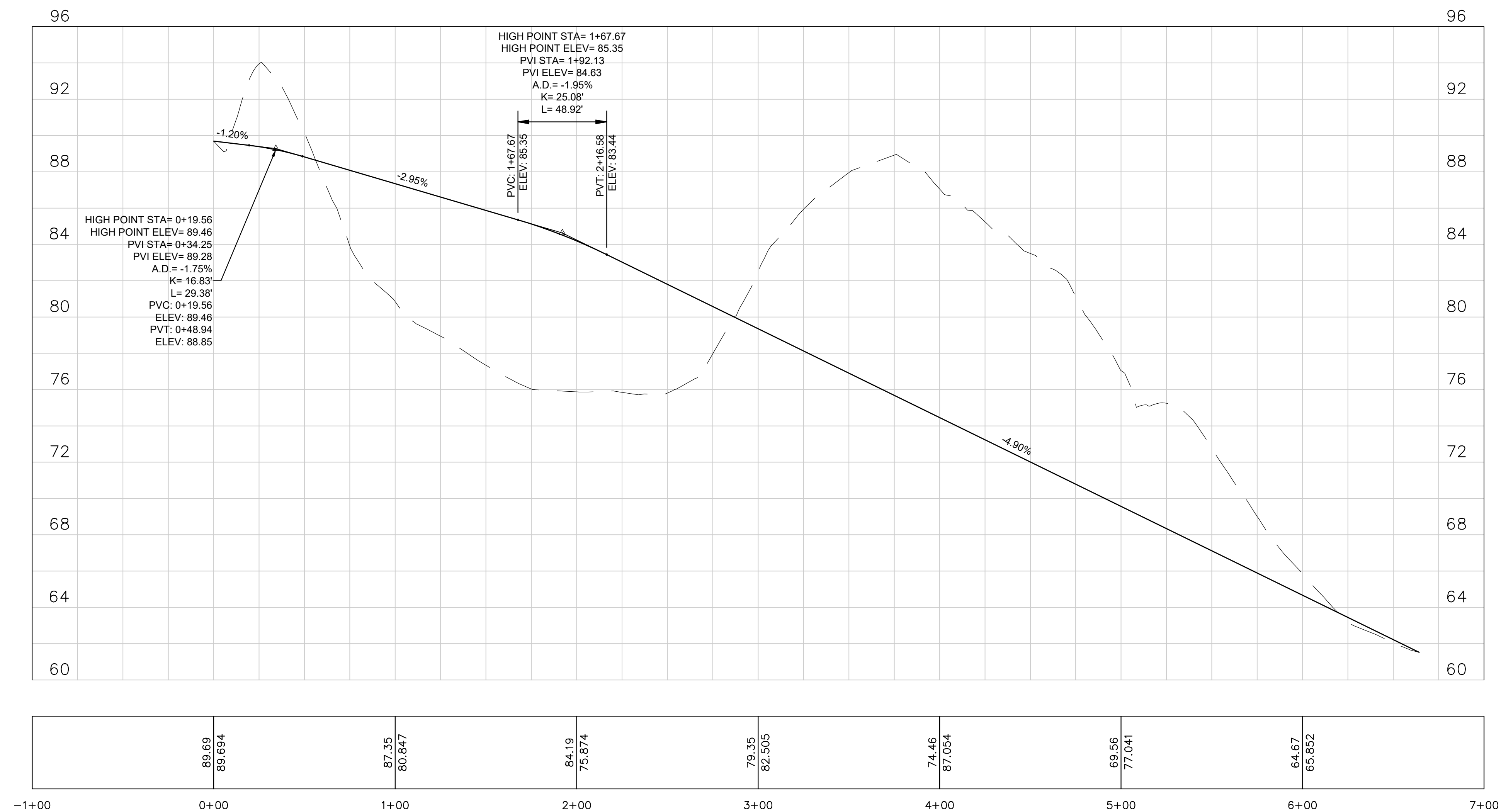
SHARE PATH-CROSS SECTION
NOT TO SCALE



SHARE PATH-CROSS SECTION
NOT TO SCALE



SHARE PATH-PLAN VIEW
SCALE 1"=30'



SHARE PATH-PROFILE VIEW
H 1"=40'
V 1"=4'



PROJECT TEAM

18 BOYD DRIVE,
SUBDIVISION
NEWBURYPORT, MA

PREPARED FOR
EVERGREEN
COMMONS, LLC

PROJECT INFO

REV	DESCRIPTION	DATE
1.	ADD EASEMENT INFO	9/14/21



STAMP:

SHARE PATH
PLAN &
PROFILE VIEW

SHEET NAME:

C101

SHEET NO.:

PROJ NO: 2015-063
DATE: JUNE 16, 2021

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 8, 2021

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of an Easement to the City for emergency access to any and all stormwater facilities and private ways within the so-called "Evergreen Commons" property or "Cottages at Port Place" development, pursuant to the attached Easement Agreement and plan referenced therein, consistent with an Open Space Residential Development (OSRD) Subdivision and Special Permit issued by the Newburyport Planning Board; 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 said Easement Agreement, substantially in the form attached hereto, and to take any other actions necessary to execute this acceptance accordingly.

Councillor Heather L. Shand

EASEMENT AGREEMENT

Evergreen Commons LLC, a Massachusetts limited liability corporation, having an address of 25 Storey Avenue, PMB 319, Newburyport, Massachusetts (the "Grantor"), for nominal consideration of less than One Hundred and 00/100 Dollars (<\$100.00)

grants to

The City of Newburyport, a Massachusetts municipal corporation, having an address of 60 Pleasant Street, Newburyport, Massachusetts 01950, acting by and through its Department of Public Services (the "Grantee"),

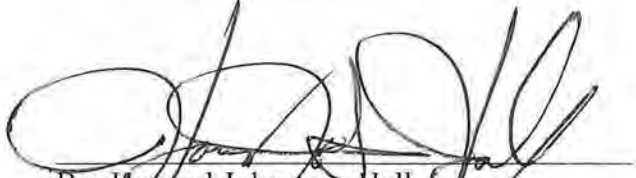
The perpetual right and easement to enter upon land of the grantor as shown upon plan entitled "Plan of Land in Newburyport, Mass. Surveyed for Evergreen Commons LLC", dated May 2, 2017, prepared by Design Consultants, Inc., Consulting Engineers and Surveyors, 120 Middlesex Avenue, Somerville, MA 02145, for the purpose of emergency access to any and all stormwater facilities and private ways both during and after construction within the subdivision known as Port Place by Evergreen Commons LLC subdivision (the "Subdivision"). Said Plan is recorded with Southern Essex District Registry of Deeds in Plan Book 464, Plan 53.

In return for the perpetual easements granted herein the Grantee agrees that any area disturbed by Grantee's exercise of its rights herein will be restored, as near as possible to its original condition, at the Grantee's expense, and the Grantee further agrees to the extent permitted by law, indemnify and hold harmless the Grantor, its successors and/or assigns for any action of Grantee pursuant to the exercise of its rights hereunder. The Grantee further agrees to provide the Grantor, its successors and/or assigns, an annual Certificate of Insurance naming the Grantor, its successors and/or assigns as a loss payee thereon.

For Grantor's title, see deeds recorded with Southern Essex District Registry of Deeds in Book 36573, Pages 88 and 92.

Executed as a sealed instrument this 10th day of September, 2020.

Evergreen Commons LLC

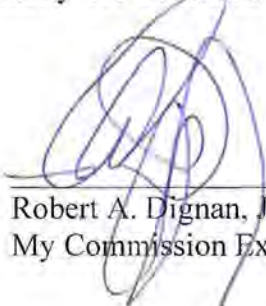


By: Howard Johnstone Hall
Its: Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 10th day of September, 2020 before me, the undersigned notary, personally appeared Howard Johnstone Hall, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Manager of Evergreen Commons LLC.



Robert A. Dignan, Jr., Notary Public
My Commission Expires: October 8, 2021



GRANTEE: CITY OF NEWBURYPORT

By: _____
Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this ____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared the above-named Donna Holaday, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose.

(Print Name of Notary Public): _____
My commission expires: _____
Qualified in the Commonwealth of Massachusetts

CITY OF NEWBURYPORT



IN CITY COUNCIL

November 8, 2021

ORDERED:

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

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

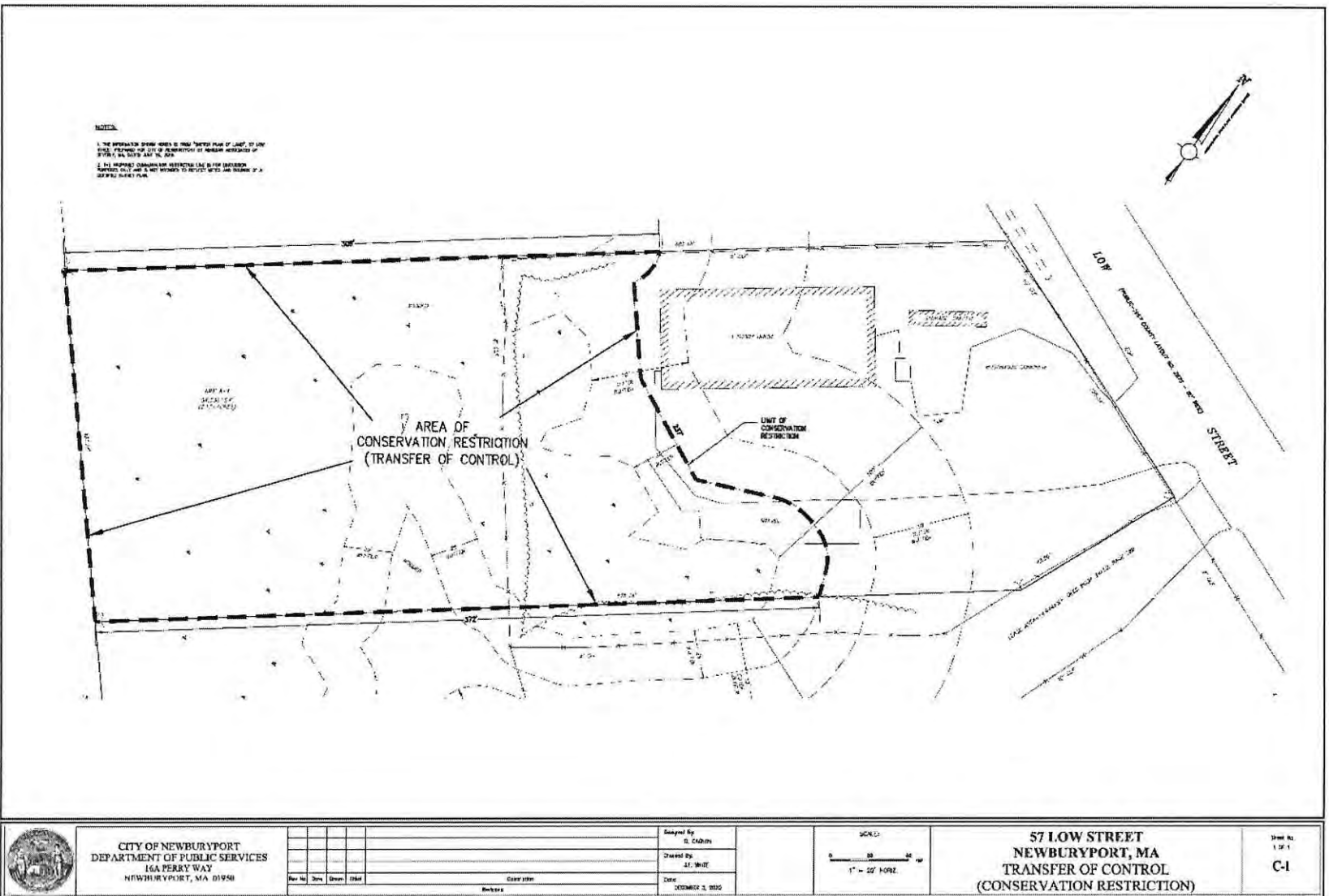
- 1) The City Council approves and authorizes the purchase of that portion of the real property commonly known as 57 Low Street, depicted in the attached plan as Lot A-1, for the sale price of Two-Hundred and Twenty Thousand Dollars and (\$220,000): (a) for general municipal purposes, with the exception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

Councillor James J McCauley, Ward 5

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

ORDR309_11_08_2021

Late File



NOTES:
 1. THE APPROXIMATE BOUNDARY OF THIS "TRANSFER OF CONTROL" IS SHOWN BY THE DASHED LINE. THE BOUNDARY OF THE CONSERVATION RESTRICTION IS SHOWN BY THE SOLID LINE.
 2. THE PROPERTY OWNER HAS BEEN ADVISED BY THE ENGINEER THAT THE PROPERTY IS NOT ELIGIBLE TO RECEIVE A DEVELOPMENT PERMIT.



CITY OF NEWBURYPORT
 DEPARTMENT OF PUBLIC SERVICES
 16A PERRY WAY
 NEWBURYPORT, MA 01950

Rev	Date	Drawn	Check

Drawn: []
 Checked: []
 Date: []

Designed By: D. CASHIN
 Checked By: AT. WHITE
 Date: OCTOBER 2, 2020

SCALE:
 0 10 20 30 FT
 1" = 20' HORZ.

57 LOW STREET
 NEWBURYPORT, MA
 TRANSFER OF CONTROL
 (CONSERVATION RESTRICTION)

Sheet No. 1 OF 1
 C-1

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

AN ORDINANCE REGARDING ALTERATION AND MAINTENANCE OF THE PUBLIC RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO STREETS AND SIDEWALKS

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

THE Code of Ordinances, City of Newburyport, Massachusetts, is amended to add the following:

Chapter 12 – Streets, Sidewalks, and Other Public Places

Article VII – Alterations and Maintenance

Section 12-200 – Purpose.

The intent of this section to create a transparent process for street and sidewalk projects.

Section 12-201 – Definitions.

The following definitions allow to this Article VII:

- 1) **“Alteration”** shall be defined consistently with applicable U.S. Department of Justice and U.S. Department Transportation regulations to mean a change that affects or could affect the usability of all or part of a public street, sidewalk, or within the right-of-way. Alterations include activities such as construction, reconstruction, rehabilitation, resurfacing, widening, grade changes, and projects of similar scale and effect. Some examples of alterations include but are not limited to:
 - a) Street resurfacing or reconstruction, curb and sidewalk installation or reconstruction, drainage and utility installation or reconstruction;
 - b) Crosswalk changes, intersection improvements, complete streets projects or traffic calming retrofits;
 - c) Changes in signage, signals, pavement markings, or anything that changes traffic flow or on-street parking patterns done in the context of an alteration.
- 2) **“Maintenance”** shall be defined consistently with applicable U.S. Department of Justice and U.S. Department Transportation regulations to mean as activities on public streets, sidewalks, or within the right-of-way that do not significantly affect the public's access to or usability of the road. Maintenance includes smaller scale repairs such as emergency work, pavement patching, crack filling and sealing, sidewalk or curb repairs, minor drainage and utility repairs, re-painting of existing markings, and projects of similar scale and effect. Some examples of maintenance include but are not limited to:

- a) Sidewalk or curb reconstruction as part of the city sidewalk partnership replacement program;
- b) Right-of-way, utility, trench work or driveway opening permits approved separately by the Department of Public Services;
- c) Emergency work as determined by the Director of the Department of Public Services;
- d) Changes in signage, signals, pavement markings, or anything that changes traffic flow or on-street parking patterns done in the context of a maintenance.

Section 12-202 – Approval required.

- a) Alteration of a public street, sidewalk, or right-of-way requires approval by an Order by the City Council.
- b) Maintenance of a public street, sidewalk or within the right-of-way does not require City Council approval.

Section 12-203 – Approval Process.

Prior to any alteration of a public street, sidewalk or within the right-of-way, the applicant (including, without limitation, when a City agency or officer is the applicant) shall submit in writing to the City Council the following:

- a) Scope of work, sketch, approximate project schedule, project manager;
- b) Project cost estimates and funding sources;
- c) Construction abutter notification and public communication methods;
- d) Construction staging areas, pedestrian safety, detour routes, and police details;
- e) Location of proposed curb, sidewalk, limits of paving, materials, pavement markings, crosswalks, ADA ramps, signage, traffic-calming elements, complete streets elements, and utilities (if applicable);
- f) Trees being removed or planted

Section 12-204 – Annual Reporting and Planning.

By February 1st of each year, the Department of Public Services, the Planning Department, and any other applicable city department shall submit in writing to the City Council the following information:

- a) A list of street and sidewalk projects completed in the preceding fiscal year (including funds expended broken down by source);
- b) Any request-for-proposals and bid documents generated during the preceding fiscal year;
- c) Any grant submissions or award documents generated or received during the preceding fiscal year;
- d) An up-to-date, street and sidewalk project list for the current calendar year and proposed for the next calendar year that includes approximate scope, costs, and funding sources.

Councillor Christine Wallace, Ward 4

Councillor James McCauley, Ward 5

CITY OF NEWBURYPORT



 IN CITY COUNCIL

ORDERED:

September 13, 2021

A ZONING ORDINANCE TO CLARIFY THE EFFECT OF PUBLIC PURPOSE TAKINGS

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

Amend (1) existing Section VI-A – General regulations, and (2) existing Section VI-B – Lot areas, as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

VI-A. – General regulations.

Any structure hereafter altered, constructed, erected, placed, or converted for any use in any district shall be located on a lot only in conformance with the minimum requirements listed on the Table of Dimensional Requirements, below, and the other regulations under this Section VI~~dimensional controls table and regulations in section VI-B~~ unless specifically allowed by special permit or variance under the provisions of M.G.L. c. 40A, §§ 9 and 10 and of this Zoning Ordinance~~, the special permit granting authority under a variance procedure or~~, in the case of nonconforming uses, structures or lots, in accordance with the provisions of M.G.L.A. c. 40A, § 6 and of this Zoning Ordinance~~section IX of the ordinance~~.

Minimum lot area, street frontage, setbacks, heights, lot coverage, and useable open space shall be as set forth in Table of Dimensional Requirements, below, which is hereby made part of this ordinance. In the case of a dimensional requirement under this Zoning Ordinance that conflicts with that set forth in such Table, the more restrictive shall apply.

No building, structure, or part thereof shall be constructed, altered, moved, added, or reconstructed, except in accordance with the Table of Dimensional Requirements, below, or as exempt therefrom by other provisions of this ordinance, and no buildable or built-upon lot shall be subdivided, altered, or reduced, except by taking by eminent domain or conveyance for a public purpose for which a taking by eminent domain could have been made, so as to result in a violation of the requirements of such Table~~No lot upon which any building or structure stands in conformance with this ordinance shall be changed for any reason in size or shape so as to violate the provisions of this ordinance.~~

...

VI-B. – Lot areas.

- A. The lot or yard areas required for any new building or use may not include any part of a lot that is required by any other building or use to comply with any provisions of this ordinance, nor may these areas include any property of which the ownership has been transferred subsequent to the effective date of this ordinance if such property was a part of the area required for compliance with the dimensional regulations applicable to the lot from which such transfer was made.
- B. Lots shall not be separated or transferred in ownership with the result that they no longer ~~so as not to~~ comply with the provisions of this ordinance, except by taking by eminent domain or conveyance for a public purpose for which a taking by eminent domain could have been made.
- C. In addition to the minimum lot area and frontage requirements, lots shall be laid out in such a manner so that a square, with sides equal to eighty (80) percent of the minimum frontage requirement for the zoning district in which it is located, can be placed within the lot with at least one point of the square lying on the front lot line with no portion of the square extending beyond the boundaries of the lot.

 Councillor Jared J. Eigerman
In City Council September 13, 2021:

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

In City Council October 25, 2021:

Motion to approve on 1st reading by Councillor Shand, seconded by Councillor Zeid. Roll call vote. 11 yes.
Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Introduced November 8, 2021

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

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

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

Sec. 17-1. - Authority.

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

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

Best ~~M~~management ~~P~~practice (BMP) An activity, procedure, restraint, or structural or nonstructural improvement that helps to reduce the quantity or improve the quality of stormwater runoff.

Certified ~~P~~professional in ~~E~~rosion and ~~S~~ediment ~~C~~ontrol (CPESC). A certified specialist in soil erosion and sediment control. This certification program, sponsored by the Soil and Water Conservation Society in cooperation with the American Society of Agronomy, provides the public with evidence of professional qualifications.

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

Erosion and ~~S~~ediment ~~C~~ontrol ~~P~~lan. A document containing narrative, drawings, and details developed by a Massachusetts Registered Professional Engineer (P.E.) or a Certified Professional in

Erosion and Sediment Control (CPESC), which includes BMPs, or equivalent measures designed to control surface runoff, erosion and sedimentation during pre-construction and construction-related land disturbances. The plan is required as part of the application for a stormwater management permit.

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

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

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

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

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

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

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

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

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

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

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

(g) Dissolved and or toxic particulate metals;

(i) Rock, sand, salt, soils, sediment;

Redevelopment. Development, rehabilitation, expansion, demolition, construction, land alteration or phased projects that disturb the ground surface, including or increase the impervious area surfaces, on previously developed sites. The creation of new areas of impervious surface or new areas of land disturbing activity on a site constitutes development, not redevelopment, even where such activities are

part of a common plan which also involves redevelopment. Redevelopment includes maintenance and improvement of existing roadways including widening less than a single lane, adding shoulders, correcting substandard intersections, improving existing drainage systems and repaving; and remedial projects specifically designed to provide improved stormwater management such as projects to separate storm drains and sanitary sewers and stormwater retrofit projects. For purposes of this chapter redevelopment shall apply to both upland and land under the jurisdiction of the Wetlands Protection Act.

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

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

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

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

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

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

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

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

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

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

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

- (1) To minimize adverse impacts resulting from stormwater runoff;
- (2) To prevent pollutants from entering storm drainage systems ~~the city's municipal separate storm sewer system (MS4)~~ and Waters of the Commonwealth of Massachusetts;
- (3~~2~~) To prohibit illicit discharges, connections and obstructions to ~~the~~ storm drainage systems~~MS4~~;
- (4~~3~~) To require the removal of all such illicit discharges, connections and/or obstructions;
- (5~~4~~) To comply with state and federal statutes and regulations relating to stormwater discharges; and

- (65) To establish the legal authority to ensure compliance with the provisions of this chapter through inspection, monitoring, and enforcement.
- (b) *Control of construction and post-construction run-off.*
 - (4) To ~~encourage~~ require that the use of nonstructural stormwater management practices or (i.e., "low-impact development practices (LID) and numerous related BMPs) are incorporated into the design", wherever practicable;
 - (6) To prevent pollutants from entering the city's municipal separate storm sewer drainage system and Waters of the Commonwealth. (MS4).

Sec. 17-4. - Applicability.

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

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

Sec. 17-6. - Regulations.

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

Sec. 17-7. - Enforcement.

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

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

~~(32)~~ *Orders.*

- a. The department of public services may issue a written order to enforce the provisions of this chapter and any regulations, orders, violation notices, enforcement orders and permit conditions hereunder, which may include requirements to:
 - (i) Cease and desist from construction or land disturbance until there is compliance with this chapter, and an approved ~~S~~stormwater ~~M~~management ~~P~~permit, including the ~~S~~stormwater ~~M~~management ~~P~~plan and the ~~E~~rosion and ~~S~~ediment ~~C~~ontrol ~~P~~lan;
 - (v) Elimination of illicit discharges, connections and/or obstructions to a storm drainage system~~the MS4~~;
 - (vi) ~~Performance~~ Elimination of discharges to a storm drainage system or, directly or indirectly, into a watercourse or into the waters of the commonwealth~~of monitoring, analyses, and reporting~~;

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

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

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

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

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

Sec. 17-8. - Prohibited activities.

- (a) *Illicit discharges.* No person shall dump, discharge, spill, cause or allow to be discharged any pollutant or non-stormwater discharge into ~~the municipal separate storm sewer drainage system (MS4), onto an impervious surface directly connected to a storm drainage system, or, directly or indirectly, into a watercourse, or~~ into the waters of the Commonwealth of Massachusetts.
- (b) *Illicit connections.* No person shall construct, use, allow, maintain or continue any illicit connection to ~~the municipal~~ storm drainage system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.
- (c) *Obstruction of municipal storm drainage system.* No person shall obstruct or interfere with the normal flow of stormwater into or out of the municipal storm drainage system without prior written approval from the department of public services.

Sec. 17-9. - Exemptions.

The following exemptions are applicable to section 17-8:

- (a) Discharge or flow resulting from ~~fire fighting~~ fire fighting activities.

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

Sec. 17-11. - Notification of spills.

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

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

Sec. 17-12. - Permit required.

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

Sec. 17-13. - Exemptions.

The following exemptions are applicable to section 17-12:

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

Sec. 17-14. - Waivers.

The following exemptions are applicable to section 17-12:

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

Councillor Afroz K. Khan

COMMITTEE ITEMS

Committee Items- November 08, 2021

Budget & Finance

Budget & Finance

In Committee:

ORDR280_09_13_2021	Amended	Cutter Fire Station Loan Order
ORDR281_09_13_2021	Amended	Authorizing Land Taking w/Waiver of Appraisal & Damages w/Bond W P&D
ORDR292_10_25_2021	Amended	Supplemental Budget Request #2

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

September 13, 2021

THAT, \$5,930,000 is appropriated to pay costs of design, bidding, construction administration, owner's project manager/clerk of the works, construction, furnishing, and outfitting of an approximately 6,800 square foot new Cutter West End Fire Station, substantially similar to the plans prepared by Winter Street Architects dated March 2021 and presented in concept form to the Council on August 9th, 2021, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote. Any premium received upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Councillor James J. McCauley, Chair Public Safety

Councillor Sharif I. Zeid, Chair Budget and Finance

In City Council September 13, 2021:

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

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Introduced September 13, 2021

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

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

THAT the City Council of the City of Newburyport by virtue of and in accordance with the authority of the provisions of Chapter 79 of the Massachusetts General Laws, as amended, and of any and every other power and authority which is hereunto in any way enabling, adopts an Order of Taking to acquire the entire fee interest for municipal purposes a new fire station public safety facility of that certain real estate depicted as "_____" "Lot A," on the plan entitled "_____" "Approval Not Required Plan of Land 153 Storey Avenue & 1 Lt. Leary Drive," prepared by _____, Winter GEC, LLC, dated _____, September 14, 2021, having an area of 7,443.92 7,535 square feet (the "Taking Parcel"), and to authorize the City Council President to execute any Order(s) of Taking to effectuate the purposes of this vote; and

THAT damages are awarded in the amount of _____ Four-Hundred-Thousand (\$_____) (\$400,000.00), the Owners of said property having waived their respective rights to an appraisal and acknowledged such amount as full compensation for all damages sustained, pursuant to a Waiver of Appraisal and Damages, a copy of which is appended to this order as Exhibit A.

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

applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Councillor Jared J. Eigerman

Councillor James J. McCauley

Councillor Sharif I. Zeid

EXHIBIT A

Waiver of Appraisal and Damages

KNOW ALL MEN BY THESE PRESENTS, that we, James M. Gabriel and Donna Gabriel, having an address of 1 Lieutenant Leary Drive, Newburyport, MA 01950, being the record owners of that same property (the "Property") by way of a deed recorded with the Essex South Registry of Deeds in Book 15636, Page 18 ("Owners"), in consideration of the sum of _____ (\$_____.00) paid and such further good and valuable consideration set forth on Exhibit 1, attached hereto, hereby acknowledged as full compensation for all damages sustained by said Owner on account of a taking made or to be made by the City of Newburyport ("City"), of that portion of the Property depicted as "_____", on the plan entitled: "_____", prepared by _____, dated _____, 2021, having an area of 7,443.92 square feet (the "Taking Parcel"), by way of an order of taking in substantially the form attached hereto as Exhibit 2, for ourselves and our successors and assigns, pursuant to Massachusetts General Laws Chapter 79, §7A, waive, release and forever discharge the City of Newburyport, its successors and assigns, from all debt, demands, actions, reckonings, bonds, covenants, contracts, agreements, promises, damages, and liabilities and any and all other claims of every kind, nature and description whatsoever, both in Law and Equity, arising from or in consequence of said taking, consent to said taking, and waive all right to an appraisal of damages for said taking (this "Waiver").

EXECUTED UNDER SEAL this _____ day of _____, 2021.

Witness

James M. Gabriel

Witness

Donna Gabriel

EXHIBIT 1

Further Consideration

As further consideration given by the City for the granting of the Waiver to which this Exhibit A is attached:

1. Prior to adopting the order of taking, the City shall amend Section VI-A of the Newburyport Zoning Ordinance to add the underlined language substantially as follows:

No building, structure, or part thereof shall be constructed, altered, moved, added, or reconstructed, except in accordance with the Table of Dimensional Requirements, below, or as exempt therefrom by other provisions of this ordinance, and no buildable or built-upon lot shall be subdivided, altered, or reduced, except by taking by eminent domain or conveyance for a public purpose for which a taking by eminent domain could have been made, so as to result in a violation of the requirements of such Table.

2. Prior to commencement by the City of any construction at the Taking Parcel or the real property commonly known as 153 Storey Avenue, Assessor's Parcel ID 101-23 (the "Cutter West End Fire Station Parcel"), the City shall, at its sole cost, cause the flagpole existing at the Taking Parcel as of the date of this Waiver to be relocated and reinstalled in-kind at a reasonable location selected by the Owners on that portion of the Property over which they retain fee ownership.
3. Prior to commencement by the City of any construction at the Taking Parcel or the Cutter West End Fire Station Parcel, the City shall, at its sole cost, cause a temporary construction barrier to be erected along the boundary line between the Taking Parcel and that portion of the Property over which the Owners retain fee ownership, in order to mitigate construction-related noise and dust.
4. Prior to issuance of a certificate of occupancy to the City for any new building or structure at the Taking Parcel or the Cutter West End Fire Station Parcel, the City shall, at its sole cost, cause a permanent fence or wall, not fewer than six (6) feet and not more than seven (7) feet in height, to be erected along the boundary line between the Taking Parcel and that portion of the Property over which the Owners retain fee ownership, in order to mitigate construction-related noise and dust.

EXHIBIT 2

Order of Taking

{to be inserted behind}

In City Council September 13, 2021:

Motion to refer to Budget & Finance and Planning & Development by Councillor Zeid, seconded by Councillor Devlin. So voted.

Image Description: A signed waived of Appraisal and Damages, executed by the Property Owners and the Mayor.

ORDR281_09_13_2021 EXHIBIT A:

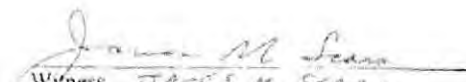
CITY OF NEWBURYPORT, MASSACHUSETTS


Friendly Taking of Parcel of Land Located at 1 Lieutenant Leary Drive

Waiver of Appraisal and Damages

KNOW ALL MEN BY THESE PRESENTS, that we, James M. Gabriel and Donna Gabriel, having an address of 1 Lieutenant Leary Drive, Newburyport, MA 01950, being the record owners of that same property (the "Property") by way of a deed recorded with the Essex South Registry of Deeds in Book 15636, Page 18 ("Owners"), in consideration of the sum of Four Hundred Thousand and No Cents (\$400,000.00) Dollars paid by the City of Newburyport ("City") and such further good and valuable consideration set forth on Exhibit A, attached hereto, hereby acknowledged as full compensation for all damages sustained by said Owners on account of a taking made or to be made by the City of Newburyport ("City"), of that portion of the Property depicted as "Lot A", on the plan entitled: "Plan of Land in Newburyport, Massachusetts, Surveyed for City of Newburyport, 153 Storey Avenue & 1 Lt. Leary Drive", prepared by Winter GEC, LLC, dated Sept. 14, 2021, having an area of 7,535 s.f., for ourselves and our successors and assigns, pursuant to Massachusetts General Laws Chapter 79, §7A, waive, release and forever discharge the City, its successors and assigns, from all debt, demands, actions, reckonings, bonds, covenants, contracts, agreements, promises, damages, and liabilities and any and all other claims of every kind, nature and description whatsoever, both in Law and Equity, arising from or in consequence of said taking, consent to said taking, and waive all right to an appraisal of damages for said taking.


EXECUTED UNDER SEAL this 22nd day of October, 2021.


Witness JAMES M. SEAVEY


James M. Gabriel


Witness JAMES M. SEAVEY


Donna Gabriel


Witness Andrew R. Post

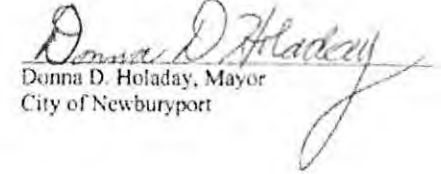

Donna D. Holaday, Mayor
City of Newburyport

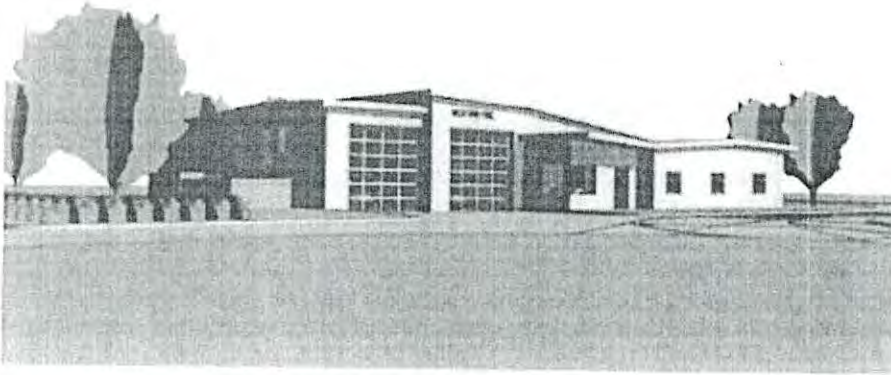
EXHIBIT A

As further consideration given by the City of Newburyport for the granting of the Friendly Order of Taking and Waiver attached hereto:

1. Prior to adopting the Order of Taking, the City shall amend Section VI-A of the Newburyport Zoning Ordinance to add the language substantially as follows:

No building, structure, or part thereof shall be constructed, altered, moved, added, or reconstructed, except in accordance with the Table of Dimensional Requirements, below, or as exempt therefrom by other provisions of this ordinance, and no buildable or built-upon lot shall be subdivided, altered, or reduced, except by taking by eminent domain or conveyance for a public purpose for which a taking by eminent domain could have been made, so as to result in a violation of the requirements of such Table
2. City to move and relocate existing flagpole to remaining land of Owners.
3. City to remove existing fence between current lots and to install a new composite white fence along the rear boundary of Lot A as part of the building project to provide privacy to Owners, such fence to be at least six (6) feet in height as allowed under applicable law without the necessity of seeking structural reviews, waivers, variances, or special permits.
4. Owners to provide clear title to Lot A at closing, free of all mortgages and liens, together with written waivers from Owners' mortgagees and lienholders to the City of all claims and damages arising from the City's acquisition of Lot A by eminent domain.
5. As part of the construction of a new fire station facility on Lot A, the City shall make reasonable efforts to preserve the three existing mature maple trees along Lt. Leary Drive on Lot A if feasible and compatible with a safe and efficient layout of the new facility's parking, circulation, and building.
6. The City acknowledges that Owners may seek to construct a pool on the Property following the taking. Obtaining approvals and satisfying all applicable legal requirements for such installation is the sole responsibility of Owners.
7. The City intends to construct a new one-story fire station facility on Lot A and the City's adjoining land similar in scale and massing to the conceptual rendering attached hereto as Exhibit B, and agrees that the height of said facility on Lot A as first constructed shall not vary substantially from what is depicted thereon. Owners understand and acknowledge that the City's agreement to limit the height as set forth herein is provided solely as consideration for the waiver, and shall not operate as a restriction on the City's title acquired in reliance hereon.

EXHIBIT B



Conceptual Study Rendering (March 4, 2021) by Winter Street Architects of the John F. Cutter, Jr. Station 2 for the City of Newburyport.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 25, 2021

THAT the City Council of the City of Newburyport approves the Mayor's **Fiscal Year 2022 Supplemental Budget Request #2** in the total amount of ~~\$65,000~~ \$44,000, to be appropriated as shown below, to be funded by FY2022 General Fund revenue.

Account Number	Description	Amount	Source
		65,000.00	
01151001-51102	IT SAL SUPPORT ANALYST	<u>44,000.00</u>	General Fund
	Total	<u>65,000.00</u> <u>44,000.00</u>	

Councillor Charles F. Tontar

Committee Items
November 8, 2021
General Government

1. ORDR291_10_12_2021 Authorizing Settlement between IFS and City (including several letters from abutters)
2. ORDR285_09_27_2021 Re-precincting Plan 2020 (including both MAP and metes and bounds)
3. ORDR294_10_25_2-21 Legal Boundary Description (Ward & Precincts)/Re-precincting Plan 2020

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 12, 2021

AN ORDER TO AUTHORIZE THE SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY AND THE INSTITUTION FOR SAVINGS RELATING TO AN APPEAL TO LAND COURT OF A PLANNING BOARD DECISION

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

THAT the City Council of the City of Newburyport hereby accepts and recommends to the Planning Board the Settlement Agreement dated October 4, 2021 and attached hereto and referred to as Attachment 'A'. Said Settlement Agreement was entered into after a Mediation with the Honorable Mitchell H. Kaplan (Ret.) serving as mediator and it was by and between the City of Newburyport and the Institution for Savings and relates to an appeal to the Land Court Docket No. 21 MISC 000237 of a Planning Board Decision by The Institution For Savings and further includes the following, to wit:

1. Exhibit 1 – the colored renderings of the proposed changes

Councillor Jared J. Eigerman

Councillor Heather L. Shand

SETTLEMENT AGREEMENT

WHEREAS the Institution for Savings in Newburyport and its Vicinity (the "INSTITUTION"), the City of Newburyport (the "CITY") and the City of Newburyport Planning Board and its Members (the "PLANNING BOARD") (together with the CITY, the "CITY DEFENDANTS") (collectively, the "PARTIES") are parties to that certain action captioned Institution for Savings in Newburyport and its Vicinity v. City of Newburyport, et al., Land Court Docket No. 21 MISC 000237 (HPS), (the "LAWSUIT") wherein the INSTITUTION seeks to overturn the PLANNING BOARD's denials of a special permit and site plan approval for an addition to the INSTITUTION's banking headquarters in downtown Newburyport, but also including a challenge to the CITY's Downtown Overlay District; and

WHEREAS the INSTITUTION and the undersigned CITY officials (the "CITY PARTIES"), on behalf of the CITY DEFENDANTS, duly-authorized, have engaged in mediation with the Honorable Mitchell H. Kaplan (Ret.), serving as mediator, and now agree to resolve the LAWSUIT, pending PLANNING BOARD approvals on remand, on the following terms and conditions, which are the product of negotiation and compromise, deemed by the PARTIES to be in their mutual interest;

NOW, THEREFORE, the PARTIES hereby agree as follows:

1. That, upon joint Motion submitted by the PARTIES by and through their respective counsel-of-record, the LAWSUIT shall be remanded to the PLANNING BOARD for a further consolidated public hearing on the INSTITUTION's special permit and site plan approval applications; and the PLANNING BOARD shall use best efforts to conclude its review in one (1) meeting if reasonably possible. The PLANNING BOARD shall reconsider its votes on said applications; it being anticipated that the PLANNING BOARD will vote to approve the same based on the materials and plans last before the PLANNING BOARD before it voted to deny, i.e. on March 17, 2021, see Exhibit I to the Complaint filed in the LAWSUIT, but subject to the following negotiated revisions thereto and other commitments:

- (a) The INSTITUTION has committed to, and will, incorporate the design changes shown on the renderings annexed hereto as **Exhibit 1**, to give the appearance of height reductions for both the addition and its connector to the existing Bank building. These changes include a lowering of the addition's cornice height; as well as continuance of said cornice height through the aforesaid connector, replacing the exterior treatment above said cornice with copper.¹ The INSTITUTION's architect shall present the PLANNING BOARD with two (2) options for copper detailing.
- (b) Along the addition's Prospect Street façade, the so-called central bay

¹ During and between mediation sessions, the INSTITUTION did establish, and support by statements from its engineer and architect, that any further reduction in the (eave) height of the addition and/or connector presents numerous challenges implicating means of egress, stormwater management, site grading and emergency access. The cost and uncertainty associated with such an attempted reduction outweighs any *de minimus* height reduction that might be achieved, which would be imperceptible to the average person.

will be given a recessed appearance by extending the building facades toward Prospect Street to provide an 18-inch return, as shown on the rendering annexed hereto as **Exhibit 1**.

- (c) The INSTITUTION confirms that the façade of the addition will utilize brick of a different color variation than that comprising the existing, i.e. circa-1980, addition to the Bank, so as to distinguish it visually; provided, however, that the brick façade of the connector shall be consistent with the brick of the 1980s addition.
- (d) First-floor, i.e. on-grade, windows on the addition's Prospect Street façade will be comprised of spandrel glass. Spandrel glass is opaque glass that is often used to conceal structural building components such as columns, floors, HVAC systems, vents, electrical wiring and plumbing, preventing these from being visible from the exterior of the building. It will also function to prevent the spill of light from vehicles (or other sources) onto Prospect Street. The INSTITUTION will provide a sample of the glass to be used.
- (e) The INSTITUTION will present to the PLANNING BOARD, on remand, a comprehensive planting plan prepared by its landscape consultant including the areas immediately adjacent to the addition along both Prospect Street and Otis Place; it being understood the the PLANNING BOARD is expected to request dense plantings to soften the appearance of the addition.
- (f) The INSTITUTION will also present the PLANNING BOARD, on remand, as a part of the aforesaid planting plan, a proposal for separating the aforementioned planting beds from the adjacent sidewalks, e.g. by raising them by approximately six (6) inches above the grade of the sidewalk.
- (g) A noise and exhaust study will be provided as requested, to verify no meaningful impact(s) on the neighborhood or the City. Specifically, the INSTITUTION will measure pre- and post-developpment noise and exhaust, using a professional qualified to complete the same, and will submit the results thereof to the CITY.² Should mitigation be required, the INSTITUTION will work with the CITY DEFENDANTS in good faith to effectuate the same.

2. All CITY PARTIES agree to recommend and support the approval of the special permit and site plan upon the terms set forth herein.

3. That the within Agreement (the "AGREEMENT") and the PARTIES'

² The INSTITUTION expects a reduction in noise and exhaust, where the Bank's generator, presently outdoors, will be relocated to the interior of the structure; where vehicle parking will likewise be moved inside; and where a new mechanical exhaust system will be installed.

respective obligations hereunder are expressly contingent upon the PLANNING BOARD issuing a special permit and site plan approval to the INSTITUTION on the terms described above, and none other. The PARTIES further agree that, if the special permit and site plan approval have not been filed with the City Clerk by December 16, 2021, this AGREEMENT shall become null and void unless extended by agreement of the PARTIES.

4. That, upon the PLANNING BOARD's approvals and passage of the appeal periods without appeals, and the subsequent and immediate recording of the PLANNING BOARD's decisions with the Essex South District Registry of Deeds, the PARTIES shall forthwith file with the Land Court a Stipulation of Dismissal of the LAWSUIT, with prejudice and with all rights of appeal waived, each PARTY to be responsible for its own costs, expenses and attorney's fees incurred in connection with the LAWSUIT, whether in advance thereof, during the litigation or otherwise associated therewith, including for mediation.

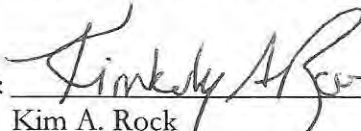
IN WITNESS WHEREOF, the PARTIES execute this AGREEMENT, under seal, as of and effective on the date indicated below.

INSTITUTION


Date: October 4, 2021

By: 
Michael J. Jones
President and Chief Executive Officer

Date: October 4, 2021

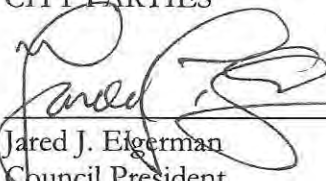
By: 
Kim A. Rock
Executive Vice-President and Chief
Operating Officer

Date: October 4, 2021



Adam J. Costa, Esq.
Counsel

CITY PARTIES

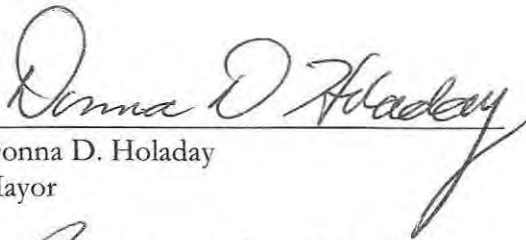
Date: October 4, 2021


Jared J. Eigerman
Council President

Date: October 4, 2021

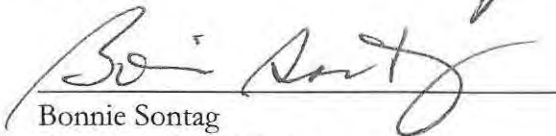

Heather L. Shand
Councilor

Date: October 4, 2021



Donna D. Holaday
Mayor

Date: October 4, 2021



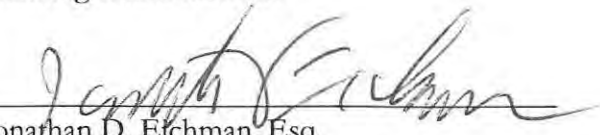
Bonnie Sontag
Planning Board Chair

Date: October 4, 2021



M.J. Verde
Planning Board Member

Date: October 4, 2021



Jonathan D. Eichman, Esq.
City Solicitor

MEDIATOR

Date: October 4, 2021



Honorable Mitchell H. Kaplan (Ret.)

Paula A. Renda
16 Otis Place
Newburyport, MA 01950

Newburyport City Council
Newburyport City Hall
Newburyport, MA 01950

November 3, 2021

Attention: Council President Jared Eigerman

RE: Institution for Savings Settlement

I want to thank you for dedicating your time to the city of Newburyport. Over the last fourteen months, I have observed the way the Newburyport Councilman, Planning Board and Historic Commission have carefully examined issues that came before them. You make well informed, intelligent and fair decisions based on your dedication to Newburyport, the amazing city we all love. You are clearly representing the people of Newburyport and its neighborhoods, all ensuring Newburyport remains the quaint and comfortable city we all cherish.

Now we are faced with a true test to the democratic structure of our fair city. A powerful institution, the Institution for Savings, is attempting to undermine the dedicated members of volunteer boards such as the Planning Board and Historic Commission. Through countless meetings, the Planning Board has listened, processed, and given feedback to the Institution for Savings. All the while, the Planning Board has carefully examined the IFS building expansion's impact on the people, neighborhood, and historic character of the area. Constructive and detailed feedback was given, but not taken seriously and the bank proceeded to return time and time again with only cosmetic changes to their expansion. The addition is still too massive and

remains the same size which the Planning Board rejected on March 17, 2021.

Approving the IFS settlement would set a dangerous precedent. I am afraid it would create a loss of trust in city boards and government. Newburyport Councilmen, The Planning Board, the Historic Commission have worked long and hard to establish trust and respect among those it represents. The citizens of Newburyport take great pride in this process which is both fair and unbiased.

Certainly, the neighborhood of Prospect, Garden and Otis Streets will be most affected if the expansion is built as it stands now, however, more importantly the long-term impact would be detrimental to the heart of Newburyport, specifically to its historic downtown and surrounding neighborhoods.

I urge you to please deny the settlement and send it back to the land court to play out openly and fairly.

Sincerely,
Paula A. Renda

From: Claire Papanastasiou <claire.p.claire@gmail.com>

Sent: Thursday, October 28, 2021 12:11 PM

To: Jared Eigerman; Richard Jones

Subject: [Ext]Opposition to the city's settlement with the Institution for Savings

external e-mail use caution opening

Oct. 28, 2021

Dear Council Chair Jared Eigerman and City Councilors,

I am writing to urge the City Council to reject the Oct. 4 settlement between the City of Newburyport and the Institution for Savings regarding its proposed 2-story, 16,000-square-foot expansion to its State Street headquarters.

As a Newburyport citizen and former abutter who has devoted more than 14 months to ensure that the process would be fair and that the expansion's size would be sensitive to the surrounding historic neighborhood, I am disheartened that city representatives have agreed to a settlement that only addresses cosmetic changes and keeps the size of the proposed addition the same.

I am also concerned with the speed in which this settlement was reached. According to one of the negotiators for the city, settlement discussions lasted only 13 hours – compared to more than a year of several hundred or perhaps thousands of hours spent by abutters, Newburyport citizens, bank officials, and volunteer public board members from January 2020 to March 17, 2021. The negotiation team on behalf of the city also included the current mayor, who spoke in support of the IFS addition before the Planning Board – the first time in her 11-year tenure. While the mayor is required to be part of settlement talks involving the city, one wonders how knowing that one of the city negotiators – a powerful one at that -- publicly endorsed the controversial project would impact and play out in settlement-talk dynamics.

In addition to being premature and rushed (as the Planning Board has only until Dec. 16 to decide whether to formally accept the conditions), the settlement is one-sided and unfair. It also provides challengers to the Downtown Overlay District a blueprint on how to circumvent the ordinance protecting our city's historic center, thus exposing the city to more litigation. Disturbingly, the settlement also undermines the hard work of our volunteer Historical Commission and the Planning Board. Even more disturbingly, if the settlement is approved, it would undermine the integrity of our local government and leadership. Newburyport deserves better. Our city leaders can do better.

The city can avoid these unfortunate scenarios by rejecting the proposed settlement and sending the litigation back to the land court to play out openly and fairly while the City Council revisits the DOD. City and bank officials involved in the litigation can always revisit settling at a later date, and hopefully the city will better stand its ground and negotiate from a position of strength instead of fear.

Thank you.

Claire Papanastasiou
3 Orange St., Newburyport

-- Jared Eigerman, Newburyport City Council (Ward 2)
President
Chair, Committee on General Government
Member, Committee on Planning & Development
Member, Committee on Rules

On Nov 7, 2021, at 9:31 AM, Rick Pollak <rpollak2@yahoo.com> wrote:

11/7/2021

Dear Jared Eigerman, President City Council and City Clerk Richard Jones.

Subject: IFS Expansion Settlement.

I urge the City Council to vote against the expansion and be in agreement with the decision of the Planning Board and Historical Commission Recommendations. These two groups spend many hours working with the Bank and neighborhood in an effort to establish a workable plan that met requirements of the Downtown Overlay District and Historical Character of the neighborhood and City. The Bank made limited concessions and did not address the main issues of mass, size scale, thus the planning board denied the Special Permit.

The following is a note that I sent to the Planning Board for the last meeting. As far as I know the same issues exist.

As an abutter of the proposed Institution for Savings Bank, we would again like to state our opinion of this most recent plan filed on 3/11/2021. We have sent a number of letters concerning the effects of this new structure on our property and the neighborhood. We continue to have the same main objection that the structure is too massive, too tall and does not fit into the historic neighborhood. This recent design does not address the "massive" concerns that are and have been the issue through out the many reviews by the neighborhood, historical commission, and planning board. I don't see how the massive issue has been addressed. As we have said before if this present plan was presented to the neighborhood a year ago our comments would have been same. In appearance this structure does not fit into the historical character that Newburyport tries to maintain and certainly does not belong in a neighborhood setting. To summarize with the several plans that have been presented, not one changes our objections, too big, too tall, too massive, and too close.

Again as previously stated, it is disheartening to know that our neighbor, Institution for Savings, has so little regard for the area that they reside and for the neighbors that live around them. As a long time bank doing business in Newburyport, it would seem that the management would be more concerned about the effect that this plan would have on the nature of the city and direct surroundings.

Has the IFS ever replied to the suggestion of placing the structure on state street where the clock tower presently sits?

Sincerely,
Richard and Mary Pollak, owners of 1,3,5,7 Garden St. Newburyport, Ma.

From: Peter Mackin [<mailto:petemackin@gmail.com>]
Sent: Sunday, November 07, 2021 9:40 AM
To: Jared Eigerman
Cc: Richard Jones
Subject: [Ext]Citizen Comments Regarding the Proposed Settlement

Newburyport City Government Officials should be aware of the what people are saying. Please distribute prior to the Monday Nov. 8th Meeting .

CITIZEN COMMENTS REGARDING

THE PROPOSED SETTLEMENT AGREEMENT:

Ingrid Cyros

The scale of this development is too large, for the neighborhood, and location.

Jim Roy

If the city does not support its citizen-member committees, it's time for change. The IFS has made NO effort at outreach, or shown any desire to communicate with its neighbors.

Barbara Baatz

We need to preserve our historic past. We have much we could learn from Europeans in this regard.

Michael Sales

This proposal is not in keeping with the historic character of downtown.

Anika Savage

This was not a collaborative process with the neighborhood. Any input was poorly considered. Residential bay windows on a brick garage as a nod to the neighborhood are inappropriate.

Stephanie Niketic

Newburyport's historic neighborhoods matter. Businesses rely on residents to maintain the city's money-making historic charm. And, on top of investing in their homes, residents pay property taxes making up 90% of the city's revenue.

Kathleen Schoonmaker

The bank has many other locations to expand. I'm opposed to expansion in the historic downtown

Clare Keller

I want the DOD strengthened, not obliterated by \$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$!

Diane Koziel

I want to maintain the character and history of Newburyport

Donna Minatra

I love Newburyport! I support this petition.

Anne Clausen

My family and I are signing because we believe in respecting our neighbors, The Historic Commission, the Planning Board, and the integrity of our community. IFS has been disregarding all of the above mentioned. The city of Newburyport is being pushed around by the IFS, which is effecting the people who support them. The size, mass, and design do not fit within the neighborhood, for some reason the IFS does not care as they proclaim they care about our community. The IFS does not live our city, even more importantly, our neighborhood. The proposed design of the new building does not fit the character of the original building. We moved to Newburyport in 1998 because of the design, people, integrity - I do not see the integrity regarding this project.

Barbara Oswald

This structure remains just TOO large for this historic neighborhood. There are no meaningful changes to what was proposed in the past by the bank.

Jack Santos

Reduce the mass! The bank can build AND be a good neighbor. It needs to listen and act accordingly.

This will a precedent for for all the parking lots behind buildings on State street, which were historically primarily residential. It's a small ask to have a proposed building be more in line, by size and scale, with the homes surrounding it on THREE sides. Do the right thing!

Kevin Bannigan

The Bank is arrogant, inconsiderate of it's neighbors and needs to be taught a lesson. I myself, have a possible suit against the Bank for THEIR legal error that they refuse to correct. The President needs to resign, be fired and be replaced!

Peter Mackin
13 Prospect Street

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

September 27, 2021

THAT the City Council of the City of Newburyport hereby accepts the 2020 Re-Precincting Plan for the City of Newburyport.

Council President Eigerman

In City Council September 27, 2021:

Motion to refer to General Government by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.

In City Council October 25, 2021:

Motion to waive the rules to remove ORDR 285 and ORDR294 from committee, and to approve collectively by Councillor Eigerman, seconded by Councillor McCauley. Motion withdrawn.



CITY OF NEWBURYPORT
MASSACHUSETTS
CITY COUNCIL
NEWBURYPORT CITY HALL
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
TEL: 978-465-4407 • FAX: 978-462-7936

September 27, 2021

Local Election Districts Review Commission
Office of the Secretary of the Commonwealth
c/o Elections Division
One Ashburton Place, Room 1705
Boston, MA 02108

RE: ***CITY OF NEWBURYPORT - 2020 RE-PRECINCTING***

We, the undersigned, hereby certify that at a meeting held on *(date)*, the *City Council* voted to accept as presented by the CITY CLERK the 2020 Re-Precincting Plan for the CITY OF NEWBURYPORT .

A true copy. ATTEST:

CITY CLERK

SIGNED: _____
Council President Eigerman.

CITY OF NEWBURYPORT



 IN CITY COUNCIL

ORDERED:

October 25, 2021

Newburyport Legal Boundary Descriptions (Wards and Precincts)

Newburyport Ward 1 Precinct 1

All of that portion of Essex County bounded and described as follows: Beginning at the point of intersection of Federal St and Atwood St, and proceeding northerly along Federal St to Water St, and proceeding easterly along Water St to Ship St, and proceeding northerly along Ship St to bank of the Merrimack River boundary, and proceeding northerly across the Merrimack River to the boundary of the Salisbury/Newburyport town/city line, and proceeding easterly in the Merrimack River along the Salisbury/Newburyport town/city line to the Newburyport census county division/city line at the mouth of the Merrimack River, and proceeding southerly on the Atlantic Ocean side of Plum Island to the Newburyport census county division/city line to the Newbury/Newburyport town/city line, and proceeding westerly along the Newbury/Newburyport town/city line to High St, and proceeding northerly along High St to Bromfield St, and proceeding northerly along Bromfield St to Milk St, and proceeding westerly along Milk St to Lime St, and proceeding northerly along Lime St to Atwood St, and proceeding westerly along Atwood St to the point of beginning.

Newburyport Ward 2 Precinct 1

All of that portion of Essex County bounded and described as follows: Beginning at the point of intersection of Newburyport Tpke and Pond St, and proceeding northerly along Newburyport Tpke to High St, and proceeding easterly along High St to Market St, and proceeding northerly along Market St to Merrimac St, and proceeding easterly along Merrimac St to Brown's Wharf Way boundary, and proceeding northerly along a straight line to the bank of the Merrimack River, and proceeding northerly along straight line in the Merrimack River to the Salisbury/Newburyport town/city line, and proceeding easterly along the Salisbury/Newburyport town/city line to a point opposite Ship Street, and proceeding southerly along a straight line in the Merrimack River to Ship St, and proceeding southerly along Ship St to Water St, and proceeding westerly along Water St to Federal St, and proceeding southerly along Federal St to Atwood St, and proceeding easterly along Atwood St to Lime St, and proceeding southerly along Lime St to Milk St, and proceeding easterly along Milk St to Bromfield St, and proceeding southerly along Bromfield St to High St, and proceeding southerly along High St to the Newbury/Newburyport town/city line, and proceeding westerly along the Newbury/Newburyport town/city line to Newburyport Tpke, and proceeding northerly along Newburyport Tpke to the intersection of Parker

Street and the Newburyport Tpke, and proceeding northerly along Cherry St to Bricher St, and proceeding westerly along Bricher St to Hill St, and proceeding northerly along Hill St to Pond St, and proceeding westerly along Pond St to the point of beginning.

Newburyport Ward 3 Precinct 1

All of that portion of Essex County bounded and described as follows: Beginning at the point of intersection of Plummer Spring Rd and the West Newbury/Newburyport town/city line, and proceeding easterly along Plummer Spring Rd to Turkey Hill Rd, and proceeding easterly along Turkey Hill Rd to Hale St, and proceeding easterly along Hale St to Toppans Ln, and proceeding northerly along Toppans Ln to High St, and proceeding northerly along High St to Tyng St, and proceeding easterly along Tyng St to Merrimac St, and proceeding southerly along Merrimac St to Sally Snyder Way, and proceeding easterly along Sally Snyder Way to the Merrimack River, and proceeding northerly across the Merrimack River boundary to the Salisbury/Newburyport town/city line, and proceeding southerly along the Salisbury/Newburyport town/city line to a point opposite Bown's Wharf Way and turning a proceeding , and proceeding southerly across the Merrimack River to the bank of the Merrimack River and then proceeding southerly along Brown's Wharf Way to Merrimac St, and proceeding westerly along Merrimac St to Market St, and proceeding southerly along Market St to High St, and proceeding westerly along High St to Newburyport Tpke, and proceeding southerly along Newburyport Tpke to Pond St, and proceeding easterly along Pond St to Hill St, and proceeding southerly along Hill St to Bricher St, and proceeding easterly along Bricher St to Cherry St, and proceeding southerly along Cherry St to Newburyport Tpke, and proceeding southerly along Newburyport Tpke to the Newbury/Newburyport town/city line, and proceeding westerly along the Newbury/Newburyport town/city line to the West Newbury/Newburyport town/city line, and proceeding northerly along the West Newbury/Newburyport town/city line to the point of beginning.

Newburyport Ward 4 Precinct 1

All of that portion of Essex County bounded and described as follows: Beginning at the point of intersection of the Amesbury Town/Newburyport city line and Spofford St, and proceeding easterly along the Amesbury Town/Newburyport city line to the Salisbury/Newburyport town/city line, and proceeding easterly along the Salisbury/Newburyport town/city line in the Merrimack River to a point opposite Sally Snyder Way and turning and proceeding westerly across the Merrimack River to Sally Snyder Way, and proceeding westerly along Sally Snyder Way to Merrimac St, and proceeding northerly along Merrimac St to Tyng St, and proceeding westerly along Tyng St to High St, and proceeding southerly along High St to Toppans Ln, and proceeding southerly along Toppans Ln to Low St, and proceeding westerly along Low St to Hunter Dr, and proceeding easterly along Hunter Dr to Lois St, and proceeding easterly along Lois St to Rawson Ave, and proceeding northerly along Rawson Ave to Sylvester St, and proceeding westerly along Sylvester St to the end of Sylvester St and proceeding northerly through foot path connecting Sylvester Street and Charron Dr onto to Charron Dr, and proceeding westerly along Charron Dr to N Atkinson St, and proceeding northerly along N Atkinson St to High St, and proceeding northerly along High St to Moseley Ave, and proceeding northerly along Moseley Ave to Chase St, and proceeding northerly along Chase St to Cushing Ave, and proceeding

westerly along Cushing Ave to New St, and proceeding southerly along New St to Moseley Ave, and proceeding northerly along Moseley Ave to the Round About, and proceeding northerly along the Round About to Spofford St, and proceeding northerly along Spofford St to the point of beginning.

Newburyport Ward 5 Precinct 1

All of that portion of Essex County bounded and described as follows: Beginning at the point of intersection of Storey Ave and Turkey Hill Rd, and proceeding easterly along Storey Ave to High St, and proceeding easterly along High St to N Atkinson St, and proceeding southerly along N Atkinson St to Charron Dr, and proceeding easterly along Charron Dr the end of Charron Dr and then proceeding southerly across walking path to Sylvester St, and proceeding easterly along Sylvester St to Rawson Ave, and proceeding southerly along Rawson Ave to Lois St, and proceeding westerly along Lois St to Hunter Dr, and proceeding westerly along Hunter Dr to Low St, and proceeding southerly along Low St to Hale St, and proceeding westerly along Hale St to Turkey Hill Rd, and proceeding northerly along Turkey Hill Rd to the point of beginning.

Newburyport Ward 6 Precinct 1

All of that portion of Essex County bounded and described as follows: Beginning at the point of intersection of the Amesbury Town/Newburyport city line and the West Newbury/Newburyport town/city line, and proceeding easterly along the Amesbury Town/Newburyport city line to Spofford St, and proceeding southerly along Spofford St to the Round About, and proceeding southerly along the Round About to Moseley Ave, and proceeding southerly along Moseley Ave to New St, and proceeding northerly along New St to Cushing Ave, and proceeding easterly along Cushing Ave to Chase St, and proceeding southerly along Chase St to Moseley Ave, and proceeding southerly along Moseley Ave to High St, and proceeding westerly along High St to Storey Ave, and proceeding westerly along Storey Ave to Turkey Hill Rd, and proceeding southerly along Turkey Hill Rd to Plummer Spring Rd, and proceeding westerly along Plummer Spring Rd to the West Newbury/Newburyport town/city line, and proceeding northerly along the West Newbury/Newburyport town/city line to the point of beginning.

Council President Eigerman

In City Council October 25, 2021:

Motion to waive the rules to remove ORDR 285 and ORDR294 from committee, and to approve collectively by Councillor Eigerman, seconded by Councillor McCauley. Motion withdrawn.

**Committee Items-
November 8, 2021
Planning & Development**

In Committee:

APPT285_10_25_2021 Mary E. "Meo" Young Affordable Housing Trust



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. BOX 550
NEWBURYPORT, MA 01950
978-465-4413 PHONE
978-465-4402 FAX

To: President and Members of the
City Council

From: Donna D. Holaday, Mayor

Date: October 21, 2021

Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of Affordable Housing Trust. This term will expire on November 10, 2023.

Mary E. "Meo" Young
11 Jefferson Court
Newburyport, MA 01950

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2021 OCT 20 PM 3:32

Donna Musumeci

From: Meo <meyoung@comcast.net>
Sent: Friday, October 8, 2021 12:49 PM
To: Donna Musumeci
Subject: [Ext]Affordable Housing Trust Membership
Attachments: Mary E-10-8-21.pdf

external e-mail use caution opening

Hello Donna,

My name is Meo Young and John Feehan sent me your email regarding new members for the AHT. I am interested.

I have been on both the YWCA's Board of Directors and the YWCA's affordable housing committee for the last 6 years. I have also been on the Board of Roof Overhead for the last 8 years. During that time Newburyport housing prices have gone through the roof. This has made the need for affordable housing critical. I would love to expand my work in this area by joining the AHT.

I have attached a copy of my professional resume. I have been retired since 2012.

Thank you for your consideration

Meo Young

>

>

Mary E. Young

11 Jefferson Court Newburyport, MA 01950

Phone: 978-457-6406 E-Mail: meyounge@comcast.net

SUMMARY

Business professional with diverse experience in domestic and international environments and business partnering through cross-functional teams. With particular experience in:

- Financial Analysis
- Grant Management
- Planning/Budgeting/Forecasting
- Accounting/Bookkeeping
- New product valuation
- Capital spending/investment analysis

PROFESSIONAL EXPERIENCE

JEANNE GEIGER CRISIS CENTER, Newburyport, MA 2009- 2012

Director of Finance

Management and administration of accounting, finance, payroll, budgeting, reporting, forecasting and reporting.

COASTAL EDUCATION COLLABORATIVE, Amesbury, MA 2007-2009

Finance Manager

Management and administration of accounting, finance, payroll, HR and budgeting/reporting.

CABHAIL MOULDING, Foxboro, MA 2005-2007

Accounting Manager

Day to Day accounting, AR &AP, bank reconciliation, invoicing & payroll

ATH POWER CONSULTING CORPORATION, Andover, MA 2002-2004

Manager of Accounting and Business Reporting

AR &AP, bank reconciliation, payroll, budgeting & management reporting

THE GEM GROUP, Lawrence, MA 2000-2001

Sales & Market Analyst

Sales & Market Analysis, catalog pricing, sales territory reporting, customer analysis

CABOT CORP., Billerica, MA 1981-1999

Senior Business Analyst

Financial and Market analysis of new business opportunities. Implementation of new company wide management reporting system.

Global Services Manager

Managed day to day \$35mm export operation to over 25 different countries.

Market Analyst – Special Black's Business

Market & product profitability analysis, strategic planning & budgeting for \$190mm division

Treasury Analyst, Finance and Foreign Exchange Manager

Corporate borrowing, FX hedging, implemented world wide netting system.

EDUCATION

Masters in International Management, Thunderbird , Glendale, AZ
BA, Modern Languages, St. Michael's College, Winooski, VT

Committee Items-October 25, 2021

Public Safety

In Committee:

COMM243_05_11_2020

COMM216_01_13_2020

APPL052_10_12_2021

APPL053_10_12_2021

Ltr from Jane Rascal

Ltr re: Ban the Use of Glyphosate

Youth Hockey League Tag Day 11/20/2021 8am-2pm

Greater Newburyport Children's Chorus Candy Shop Sing

NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED
CITY CLERK
NEWBURYPORT, MA
FAX

Tel. _____

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

OCT 13 AM 10:35

NAME OF EVENT: Pop Up Park: Non Profit Holiday Programing

Date: 11/28/21 - 12/19/21 Time: from 10 Am to 3 Pm
 Rain Date: N/A Time: from _____ to _____

2. Location: In front of Info booth @ Park Space

3. Description of Property: Park Area on Merrimac Public Private _____

4. Name of Organizer: Chamber of Commerce City Sponsored Event: Yes _____ No
 Contact Person: ERIN DUGGAN
 Address: 382 Merrimac St Telephone: 415 577 4112
 E-Mail: eduggan@newburyportchamber.org Cell Phone: _____
 Day of Event Contact & Phone: Erin Duggan 415 577 4112

5. Number of Attendees Expected: 40-60 Rolling Attendance

6. MA Tax Number: 04 2384 695

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

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

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

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

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

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

If no:

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

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

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

0 Standard # 0 ADA accessible

Name of company providing the portable toilets: _____

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE X ROAD RACE _____ WALKATHON _____

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

2. Name, Address & Daytime Phone Number of Organizer: DENNIS PALAZZI 978 417-6118
ERIN DIGGAN, Marketing Dir @ GNCCI
382 Merrimac ST NHBPT
415-577-4112 / ediggan@newburyportchamber.org

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

4. Date of Event: Sunday Nov 28 Expected Number of Participants: 200

5. Start Time: 3pm Expected End Time: 8pm

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

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

8. Will Detours for Motor Vehicles Be Required? Yes If so, where? Tircomb + STATE Intersection

9. Formation Location & Time for Participants: Market Square 3-8pm

10. Dismissal Location & Time for Participants: Market Square 8pm

11. Additional Parade Information:
- Number of Floats: 2-3 MAX
 - Locations of Viewing Stations: Along Merrimac
 - Are Weapons Being Carried: Yes _____ No X
 - Are Marshalls Being Assigned to Keep Parade Moving: Yes X No _____

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

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

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

10-7-21

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>	_____	
	<input type="checkbox"/> Yes: \$_____ due on _____	<input type="checkbox"/> No Fee for Special Events applies	
	Other requirements/instructions per DPS _____	_____	
___	10. Recreation Department:	_____	
___	11. License Commission	_____	

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

Limitations

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

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

13-101 Enforcement

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

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

Signed: Eric Deegan Date: 9/20/21

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 9, 2021

AN ORDINANCE TO ADD A SERVICE AREA ON LIBERTY 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. 13-171. – Service zones..

No person shall park a vehicle other than a commercial vehicle used exclusively for loading and unloading for a period of time longer than one-half hour between the hours of 9:00 a.m. and 4:00 p.m. excluding Sundays and holidays in the following designated service zones:

Street	Zones
<u>Liberty Street</u>	<u>The first space on the northerly side running for a distance of 25 feet beginning at the corner of State Street and Liberty Street</u>

Submitted,

Councillor Jared J. Eigerman

In City Council August 9, 2021:

Motion to refer to Public Safety by Councillor Zeid, seconded by Councillor Lane. So voted.

In City Council September 13, 2021:

Motion to return to committee by Councillor Devlin, seconded by Councillor Tontar. So voted.

CITY OF NEWBURYPORT



 IN CITY COUNCIL

ORDERED:

Introduced September 13, 2021

Amended in committee on 11/4/21

AN ORDINANCE TO CODIFY ORDERS OF THE CITY COUNCIL REGARDING STOPPING, STANDING AND PARKING, AND MAKE FURTHER CORRECTIONS

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

THAT the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended by amending Sections 13-29 – Snow emergencies, 13-168 – Parking restricted on certain streets, 13-169 – Bus stops; parking restricted, 13-171.1 – Pick-up and drop-off areas, 13-172 – Taxicab stands, 13-174 – Parking limited—Generally, 13-175 – Same—Two hours, 13-176 – Same—One hour, 13-176.1 – Same—Thirty minutes, 13-176.2 – Same—Fifteen minutes, 13-179 – Handicapped parking, 13-180 – Resident parking, 13-180.1 – Paid parking permits, 13-183a – Plum Island parking, and 13-184 – Handicapped parking regulations, all of Division 6 – Stopping, Standing and Parking, of Article IV. – Specific Street Schedules, of Chapter 13 – Traffic and Motor Vehicle, and by adding new Section 13-185 to Division 6 – Stopping, Standing and Parking, of Article IV. – Specific Street Schedules, of Chapter 13 – Traffic and Motor Vehicles, to read as follows, with deletions ~~double-stricken-through-and-italicized~~, and additions double-underlined and italicized:

Sec. 13-29. – Snow emergencies.

Upon the declaration of a snow emergency by the Director of the Department of Public Services~~superintendent of the department of public works~~, no parking shall be allowed on any street or way in the city unless specifically allowed by order of the City Council. The ~~directors~~superintendent, upon such declaration, shall cause notice of the snow emergency to be given by posting notice on the city's website, as well as radio broadcast or other suitable media. Upon the declaration of the end of the snow emergency by the ~~directors~~superintendent, parking shall be allowed on any street or way in the city. Provided, however, that this section shall not be construed to permit parking where it is specifically prohibited by the provisions of this chapter:

Sec. 13-168. – Parking restricted on certain streets.

No person shall park any vehicle on the following streets or portions of streets as indicated below:

Street	Restriction
...	...
<u>Birch Street</u>	<u>On the southerly side, for its entirety.</u>
...	...
<u>Charter Street</u>	<u>On the northeasterly side, for its entirety.</u>
...	...
Cherry Street	<u>On the westerly side Both sides from the intersection of Route 1 <u>Bypass</u> north and continuing approximately <u>four hundred and fifty-two (452)</u>452 feet in a northerly direction, <u>and on the easterly side for its entirety.</u></u>
<u>Center Street</u>	<u>On the westerly side from Water Street to Middle Street.</u>
...	...
<u>Crow Lane</u>	<u>No parking during prescheduled, licensed events at Woodman Park on the northerly side starting a point <u>two hundred and fifty-seven (257) feet east of Storeybrook Drive and running easterly to a point three hundred and ninety-four (394) feet from said drive, and on the southerly side starting at a point three hundred and fifty-one (351) feet east of Storeybrook Drive and running easterly to a point four hundred and thirty-six (436) feet from said drive.</u></u>
...	...
<u>Fair Street</u>	<u>On the westerly side for a distance of <u>forty-seven (47) feet running in a southerly direction from the intersection of Middle Street.</u></u>
<u>Fair Street</u>	<u>On the westerly side at the intersection of <u>Essex Street for a distance of twenty (20) feet running in a northerly direction.</u></u>

...	...
<u>Fruit Street</u>	<u>On the westerly side from a point one hundred and sixty-two (162) feet north of High Street for a distance of nine (9) feet.</u>
...	...
Green	East side from High Street to a point 135 feet north of High Street.
Green	East side from a point 50 feet south of Harris Street to a point 75 feet north of Harris Street.
...	...
<u>Golden Street</u>	<u>On both sides for a distance of six (6) feet at the end of certain pathways maintained by the Newburyport Housing Authority, as marked on the street surface.</u>
...	...
Harris	Southwesterly side from Park Street in a northwesterly direction for a distance of 100 feet.
Harris	South side from Green Street to a point 35 feet east of Green Street.
Harris	North side from Green Street to a point 30 feet west of Green Street.
Harris	South side from Park Street to a point 110 feet east of Park Street (Bus stop).
<u>Harrison Street</u>	<u>On both sides from a point two hundred and ten (210) feet northerly of the intersection of Purchase Street to Purchase Street. No parking on easterly side from a point 100 feet west of Water Street to Water Street.</u>
...	
<u>High Street</u>	<u>On the northerly side for a distance of forty (40) feet from Kent Street running in an easterly direction; and twenty (20) feet from Kent Street running in a westerly direction.</u>
<u>High Street</u>	<u>On the northerly side beginning at a point one hundred and eighty (180) feet east of Ashland Street and running for a distance of</u>

	<u>thirty-five (35) feet.</u>
...	...
<u>Johnson Street</u>	<u>On the westerly side from a point three hundred and forty-two (342) feet northerly of Low Street to a point three hundred and sixty-nine (369) feet northerly of Low Street, and on the easterly side from a point three hundred and forty (340) feet north of Low Street to a point three hundred and sixty-nine (369) feet northerly of Low Street, to accommodate a crosswalk across Johnson Street at this location.</u>
...	...
<u>Howard Street</u>	<u>On the southwesterly side beginning at Chapel Street and running southeasterly for a distance of one hundred and thirty (113) feet</u>
...	...
Liberty <u>Independent Street</u>	<u>On the southeasterly side from Water Street to Liberty Street, and both sides from Liberty Street to Middle Street</u>
<u>Lime Street</u>	<u>On the northwesterly side from Water Street to Milk Street</u> Between School and Purchase Streets.
Lime	Southwesterly side of Lime Street from Water to School Streets.
Lime	Northeasterly side from Prospect Street to Milk Street.
Lime	Southwesterly side of Lime Street from School Street to Milk Street.
...	...
Merrimac Street	On the south <u>westerly</u> side from the intersection of Boardman Street for a distance of 40 <u>forty (40)</u> feet in an <u>the</u> <u>southeasterly</u> direction <u>and for a distance of thirty-nine (39) feet in the northwesterly</u>

	<u>direction.</u>
...	...
<u>M Street</u>	<u>On both sides, starting a point three hundred and seven (307) feet from the intersection of Old Point Road and running southwesterly for a distance of one hundred and eighty (180) feet.</u>
...	...
<u>North Atkinson Street</u>	<u>No parking from 7:00 am to 9:00 am and from 12:00 pm to 4:00 pm on school days only, on the northwesterly side starting at the intersection of High Street and running southwesterly for a distance of nine hundred and twenty-five (925) feet, and on the southeasterly side starting a point eighty-five (85) feet southwesterly of the intersection of High Street and running northeasterly to the intersection with High Street.</u>
...	...
<u>Park Street</u>	<u>On the southeasterlyEast side from High Street to Harris Street.</u>
Park	East side from High Street to Pond Street
...	...
<u>Pike Street</u>	<u>On the easterly side for its entirety, and on the westerly side from the southwesterly lot line of 10 Pike Street (Map 008, Lot 013) to Water Street</u>
...	...
<u>Plum Island Turnpike</u>	<u>On the southwesterly side at the driveway to the Parker River National Wildlife Refuge Visitor Center, located at 4 Plum Island Turnpike (Map 032, Lot 002), and running northwesterly from such driveway for a distance of two hundred (200) feet.</u>
...	...
<u>Salem Street</u>	<u>On the southeasterly side, for its entirety.</u>
...	...

<u>Simmons Drive</u>	<u>On the northerly side starting at point five hundred and seventy-four (574) feet from the intersection of North Atkinson Street and running in an easterly direction for a distance of ten (10) feet, with the intention to restrict parking in front of the walkway to 13 Simmons Drive (Map 040, Lot 082).</u>
...	...
<u>State Street</u>	<u>On the northwesterly side starting at the intersection of Prince Place and running northeasterly past 88 State Street (Map 001, Lot 016) and 84-86 State Street (Map 001, Lot 015 A/D) for a distance of forty-three (43) feet.</u>
<u>State Street</u>	<u>On the easterly side starting at the northerly edge of the driveway at 143A State Street (Map 034, Lot 018) and extending northeasterly for a distance of ten (10) feet.</u>
...	...
<u>Water Street</u>	<u>On both the northerly and southerly sides starting at the intersection of Fair Street and running in an easterly direction for a distance of twenty-six (26) feet, to accommodate a crosswalk six (6) feet in width across Water Street.</u>
...	...

Sec. 13-169. – Bus stops; parking restricted.

...

(c) The following streets or portions of streets shall be designated as a bus stop:

Street	Extent
State Street	Westerly side from Harris Street to the entrance of the <u>municipal</u> parking lot at the corner of Harris and State Streets.
<u>Water Street</u>	Northerly side opposite Charles Street within an area designated by the City Engineer for a distance of 80 feet
<u>Merrimac Street</u>	Southeasterly side beginning at a point 25 feet from Titcomb Street and running westerly for a distance of 60 feet.

Sec. 13-171. - Service zones.

No person shall park a vehicle other than a commercial vehicle used exclusively for loading and unloading for a period of time longer than one-half hour between the hours of 8:00 a.m. and 6:00 p.m. excluding Sundays and holidays in the following designated service zones:

EXPAND

Street	Extent
Ashland	Easterly side from a point 25 feet from the intersection of High Street to a point 75 feet from the intersection of High Street.
Green Street	Westerly side adjacent to 26 Green Street for a distance of 60 feet. 9:00 a.m. — 4:00 p.m. Monday through Friday.
<u>Liberty Street</u>	<u>The first space on the northerly side running for a distance of 25 feet beginning at the curb extension at the corner of State Street and Liberty Street</u>
Municipal Parking Lot Green Street	Alter size of existing service zone on easterly side to 475-60 60 feet allowing for appropriate space for existing handicapped parking sites.
Pleasant	Relocate service zone at Inn and Pleasant Streets by moving this zone easterly to allow for access to handicapped ramp. This service zone shall be 70 feet 8 inches long. Northerly side running easterly for a distance of 80 feet from Inn Street.
State St.	Easterly side from a point 421 feet north of Parker Street to a point 481 feet north of Parker Street, between the hours of 7:00 a.m. — 6:00 p.m. weekdays.
State	Easterly side from Middle Street northerly towards Liberty Street for a distance of approximately 50 feet.
State St.	Westerly side opposite Threadneedle Alley for a distance approximately 75 feet in the southerly direction.
Warren St.	Easterly side from a point 100 feet west of the intersection of Merrimac Street to a point 140 feet west of the intersection of Merrimac Street.

Sec. 13-171.1. – Pick-up and drop-off areas.

~~(a)(1)~~ A designated area located on the north side of Low Street from the Low Street entrance of the main parking lot to the exit of the circular driveway in front of the Rupert A. Nock Middle School and Edward G. Molin Upper Elementary School, for the express purpose of allowing vehicles to stop temporarily for pick-up and drop-off of persons utilizing the middle school facilities. The driver of the vehicle must remain in the vehicle at all times while in this designated area. There is a twenty-five dollar (\$25.00) fine for violation of this section.

~~(b)(2)~~ A designated area consisting of one (1) parking space on the ~~easterly~~East side of Summer Street at the entrance to St. Paul's Episcopal church, 35 Summer Street (Map 046, Lot 036), for the express purpose of allowing vehicles to stop temporarily for pick-up and drop-off of persons. There is a twenty-five dollar (\$25.00) fine for violation of this section.

~~Sec. 13-172. Taxicab stands.~~

~~(a) — No person shall park a vehicle other than a taxicab upon any street within a business district in any taxicab stand for a period of time longer than fifteen (15) minutes except while actually engaged in loading or unloading provided that such loading and unloading does not exceed a period of time longer than one-half hour.~~

~~(b) — No person shall park a taxicab upon any street within a business district at any place other than the taxicab stand or stands designated for the use of his taxicab or taxicabs except while engaged, or while waiting for an opportunity to use a taxicab stand designated for his use.~~

~~(c) — The following portions of streets are designated as taxicab stands:~~

Street	Taxicab Stand
Morrinac	At 42 Morrinac Street northerly for a distance of 60 feet.

Sec. 13-174. – Parking limited—Generally.

No person shall park any vehicle on the following streets or portions of streets during the times indicated below:

Street	Extent
Atkinson Common (in front of)	From a point approximately <u>seventy-five (75)</u> 75 feet west of Plummer Avenue along front of Atkinson Common northeasterly <u>northwesterly</u> side of High Street and thence along Moseley Avenue to Chase Street between the hours of 8:00 p.m. and 6:00 a.m.
Carter Street	Carter Street on the easterly side from High Street to a point <u>seventy-five (75)</u> 75 feet north of the intersection <u>corner</u> of Eagle Street and Carter Street during school hours.
Green	For longer than 15 minutes on the northwesterly side of 31 Green Street for 1 space.
Greenleaf <u>Street</u>	Northeasterly side from Pond Street to Auburn Street between the hours of 8:00 p.m. and 6:00 a.m.

Hale Street	At the entrances to Little River nature trails between dusk and dawn. Dusk and dawn are defined as civil twilight, respectively.
Harris	For longer than 15 minutes on the northerly side 2 parking spaces in front of 2 Harris Street (Newburyport Health Center). This limitation to be effective only as long as Newburyport Health Center is located at 2 Harris Street.
High	Southwesterly side from Auburn Street for a distance of 100 feet west, between the hours of 8:00 a.m. to 4:00 p.m. on any day except Saturdays, Sundays and holidays.
High <u>Street</u>	One-hour parking <u>only</u> , northerly side from Broad Street to Oakland Street, between the hours of 8:00 a.m. to 6:00 p.m.
High <u>Street</u>	For a period of no longer than <u>fifteen (15)</u> minutes on the northerly side from a point <u>twenty (20)</u> 20 feet east of Ashland Street to a point <u>sixty (60)</u> 60 feet east of Ashland Street.
High <u>Street</u>	South side from Toppans Lane to a point <u>one hundred and seventy (170)</u> 170 feet in a westerly direction, while school is in session, 7:00 a.m. to 3:30 p.m.
Highland Avenue	One-hour parking, northeasterly side from Rawson Avenue in a southeasterly direction towards Toppans Lane for a distance of <u>five hundred and twenty-five (525)</u> 60 feet between the hours of 8:00 a.m. to 8:00 p.m.
Low <u>Street</u>	Northeasterly Westerly side from a point commencing at the <u>southeasternmost driveway</u> entrance to the <u>Rupert A. Nock Middle School and Edward G. Molin Upper Elementary School</u> and continuing <u>northwesterly</u> for approximately <u>three hundred (300)</u> 300 feet between the hours of 7:00 a.m. and 4:00 p.m., weekdays only.
Low <u>Street</u>	Southwesterly Easterly side from a point commencing across from the <u>Rupert A. Nock Middle School and Edward G. Molin Upper Elementary School</u> driveway closest to Hale Street and continuing <u>southeasterly</u> for approximately <u>three hundred (300)</u> 300 feet between the hours of 7:00 a.m. and 4:00

	p.m. weekdays only.
Merrimae	One-hour parking, for longer than 1 hour between the hours of 7:00 a.m. and 5:00 p.m. during weekdays on both sides between Warren Street and Oakland Street.
Merrimae	Both sides, between Broad and Tyng Streets, during the period from 4:45 p.m. to 5:15 p.m. weekdays.
Prospect	On the north side beginning at a point 160 feet east of Lime Street and continuing east for 70 feet between the hours of 8:00 a.m. and 4:00 p.m. when school is in session.
Salem Street	One-hour parking, westerly side from Water Street to Purchase Street between the hours of 6:00 a.m. to 6:00 p.m.

Sec. 13-175. – Same–Two hours.

No person shall park a vehicle for longer than two (2) hours between the hours of 8:00 a.m and 8:00 p.m. May 1st to September 30th and between the hours of 8:00 a.m. and 6:00 p.m. October 1st to April 30th except Sundays and holidays in the following described streets or parts thereof:

Street	Extent
Ashland Street	Both sides in a northerly direction from High Street, east side to Stanley Avenue, west side to a point at the northern boundary of property known as 36 Ashland Street (<u>Map 068, Lot 143</u>) 8:00 a.m. to 8:00 p.m.
Charter	Its entire length
Dawes Street	Both sides from Ashland Street to end of property at 16 Dawes Street (<u>Map 068, Lot 133</u>) 8:00 a.m.—6:00 p.m.
Essex Street	Its entire length.
Garden Street	Both sides from State Street to Otis Place.
Green Street	From Harris Street to Merrimae Street.
Green Street	From Pleasant Street to Merrimae Street
High Street	Northerly side from Ashland Street for a distance northwesterly of approximately <u>one hundred and thirty-five (135)</u> 135 feet.
Independent	Water to Liberty Street, northwesterly side.

<u>Liberty</u>	From State Street to Center Street.
<u>Merrimac Street</u>	On the northerly side from Somerby Landing easterly for a distance of two hundred (200) feet to the crosswalk; Northwest side from west corner of Market Landing to the east side of Riverside Park.
<u>Merrimac Street</u>	On the northerly side from the intersection with McKay's Wharf Way and running westerly for one hundred and eighty (180) feet.
<u>Middle</u>	From State Street to Federal Street.
<u>Orange Street</u>	Its entire length.
<u>Otis Place</u>	Both sides.
<u>Pike Street</u>	Westerly side from Liberty Street to Water Street
<u>Pleasant Street</u>	From State Street to Titeomb-Green Street both sides, exclusive of existing thirty minute, one hour, service zone, and handicapped parking restrictions and northerly side in front of City Hall.
<u>Prospect</u>	Southerly side from State Street to Fruit Street.
<u>State Street</u>	From Garden Market Street Square to Garden Street Market Square, both sides.
<u>Unicorn</u>	Both sides from Pleasant Street to municipal parking lot.
<u>Water Street</u>	Northerly side from intersection of Fair Street to a point three hundred and thirty-five (335) feet westerly of Fair Street.
<u>Water Street</u>	Southerly side from Market Square Elbow Lane easterly to Center Street.

Sec. 13-176. – Same–One hour.

No person shall park a vehicle for longer than one (1) hour in the following described streets or parts thereof:

Street	Extent
Atkinson <u>Street</u>	On the northwesterly side, and also on the southeasterly side 30 feet from Strong Street.
Beacon Avenue	Northeastbound and southwestbound drivers on Beacon Avenue at Oak Street.
Bromfield <u>Street</u>	Northerly side from Water Street to Purchase Street.
Bromfield <u>Street</u>	Southerly side from Purchase Street to Water Street.
Buck <u>Street</u>	Westerly side from High Street to Washington Street.
Center <u>Street</u>	Between Middle and Liberty Street in an easterly direction.
Congress <u>Street</u>	Southerly side from Olive Street to Buck Street, and northerly side from Olive Street to Kent Street.
Dove <u>Street</u>	Easterly and westerly sides from Munroe Street to Merrimac Street.
Eagle <u>Street</u>	Southerly and northerly sides from Kent Street to Carter <u>Charter</u> Street.
Franklin <u>Street</u>	Southerly side of Franklin Street from Purchase Street to Water Street.
Garden Street	Both sides from State Street to Otis Place.
High <u>Street</u>	Northerly sides from Carter Street to Broad Street.
Highland Avenue	Northeasterly and southwesterly sides from a distance of 125 [feet] to a distance of 500 feet from Toppans Lane.
Lime	Westerly side from Water to School Streets.
Lime	Southeasterly side from Prospect Street to Purchase Street.
Market	Westerly side from Birch Street to Washington Street.
Merrill <u>Street</u>	Easterly and westerly sides from Congress Street to Merrimac Street.
Merrimac <u>Street</u>	Southerly side and northerly side between

	Titcomb and Green Streets.
<u>Merrimac Street</u>	Southwesterly side, beginning at the point at which the northwesterly side of Strong Street intersects Merrimac Street and ending at a point on the southwesterly side of Merrimac Street, 213 feet northwest of the point of beginning.
<u>Merrimac Street</u>	Northerly side, commencing at the corner of Summer Street and proceeding in an easterly direction for a distance of 300 feet.
Northern Blvd.	Westerly side of Northern Blvd., P.I., from 76th Street—150 feet in a southerly direction.
Oak Street	Northwestbound and southeastbound drivers on Oak Street at Beacon Avenue.
<u>Ocean Avenue</u>	Southerly and northerly sides from Warren Street to Carter Street.
Pleasant Street	North-Southerly from Hale's Court to the Post Office driveway
<u>Purchase Street</u>	Southwesterly side between Lime and Salem Streets.
<u>Purchase Street</u>	Easterly side from Lime to Salem Streets.
<u>Salem Street</u>	<u>Westerly side from Water Street to Purchase Street between the hours of 6:00 a.m. to 6:00 p.m.</u>
Summit Place	Northwesterly side from High Street for a distance of approximately 500 feet.
<u>Warren Street</u>	Easterly side from Munroe Street to Merrimac Street, and westerly side from Eagle Street to Merrimac Street.
Washington	Northerly side from a point approximately 150 feet west of Green Street to a point approximately 195 feet west of Green Street.
<u>Washington Street</u>	Southerly side from Olive Street to Kent Street, and northerly side from Olive Street to Buck Street.
<u>Water Street</u>	Northeasterly side of Water Street from Federal Street to Ship Street.

Sec. 13-176.1. - Same—Thirty minutes.

No person shall park a vehicle for longer than thirty (30) minutes in the following described streets or parts thereof:

Street	Extent
<u>Green Street</u>	Easterly Post office side, from <u>United States Postal Service</u> end of post office driveway to intersection of Pleasant Street.
Pleasant Street	South side from the <u>United States Postal Service driveway</u> Office Driveway to Green Street.
<u>Pleasant Street</u>	Northerly side, <u>two (2)</u> 3 spaces in front of City Hall.
Pleasant	Southwesterly side from Unicorn Street to Green Street.
Water Street	From a point <u>twenty (20)</u> 20 feet east of Independent Street to the westerly edge of the Water Street entrance to <u>the parking lot at 54 Water Street (Map 016, Lot 063)</u> the Tannery parking lot and <u>one no parking at anytime (1)</u> space between <u>said Water Street</u> entrance and <u>the exit from said parking lot.</u> exit of the Tannery parking lot. 8:00 a.m. — 4:00 p.m. <u>all days</u>

Sec. 13-176.2. - Same—Fifteen minutes.

No person shall park a vehicle for longer than fifteen (15) minutes in the following described streets or parts thereof:

Street	Extent
Green Street	One (1) space on the easterly side directly in front of 31 Green Street (Map 002, Lot 011) so long as such parcel is occupied by an Entertainment/club use, during those hours that such use is open for business.
<u>Liberty Street</u>	One Two (2) <u>spaces</u> on the northerly southerly side located west of the entrance to the parking lot at 15 Liberty Street (Map 009, Lot 037). <u>at the intersection of State Street.</u>

<u>Merrimac Street</u>	One (1) space on the northerly side directly in front of 226 Merrimac Street <u>so long as such parcel is occupied by a retail use, during those hours that such retail use is open for business.</u>
<u>Pleasant Street</u>	One (1) space on the northerly side directly in front of 92 Pleasant Street (Map 047, Lot 33A) <u>so long as such parcel is occupied by a food service use, during those hours that such food service use is open for business.</u>

Sec. 13-179. – Handicapped parking.

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

Beacon Avenue:

~~Two~~ One spaces on the southerly side in an easterly direction at the entrance to Perkins Playground.

Boardman Street:

One (1) space at 17 Boardman, end unit.

~~Central business district,~~ Green Street municipal parking lot:

Two (2) van accessible spaces ~~behind in the southeast corner the Unitarian Church.~~

Two (2) spaces ~~on either end~~ in the northwest corner at the end of the building known as One Merrimac Street.

One (1) van accessible space in the northeast corner at the end of the building known as One Merrimac Street.

One (1) space, southwest corner

Green Street:

Westerly side, one (1) space at the handicapped ramp entrance to City Hall.

Westerly side, one (1) space at the handicapped ramp entrance to the police station.

Westerly side, two (2) spaces adjacent to the Immaculate Conception Church.

~~Green Street Municipal Parking Lot:~~

~~One (1) space, southwest corner.~~

Hale's Court Lot:

One (1) space southeast corner of lot adjacent to the kiosk.

Harris Street:

One (1) space at intersection of State Street on north side adjacent to library children's room.

~~*High Street:*~~

~~One (1) space on the northerly side of High Street proximate to 102 High Street. Said space to expire on October 1, 2009.~~

Liberty Street:

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

Lime Street

One (1) space at 70 Lime Street ~~until June 30, 2016.~~

Lower Custom House Way:

One (1) space at the southerly and proximate to Water Street.

Merrill Street:

One (1) space in front of 12 Merrill Street.

Otis Place

One (1) space in front of 21 Otis Place.

Pike Street:

Two (2) spaces on the east side adjacent to the Salvation Army building.

Pleasant Street:

One (1) space in front of the General Store, 16 Pleasant Street.

Two (2) spaces in front of City Hall at 60 Pleasant Street.

The first space after the driveway leading from the U.S. Post Office Building.

Plum Island Point Parking Lot:

Five (5) handicapped spaces.

Pop Crowley Way parking lot at Cashman Park Playground:

One (1) space in the parking lot on the northerly side of Pop Crowley Way meaning and intending said space to be the last space before the Way turns and runs in a southeasterly direction.

Purchase Street:

One (1) space in front of the Emma Andrews Library at 77 Purchase Street.

Prince Place Municipal Parking Lot~~Tracey Place:~~

Two (2) spaces at the northern end of lot.

~~Riverside~~ Market Landing Park:

~~Two (2) spaces on the east side of the Park between the two access drives to the Newburyport Redevelopment Authority west lot.~~

Three (3) spaces northwest corner along the berm for the boardwalk, after the entrance to the lot from Waterfront Trust Lot.

Two (2) spaces in the southeast corner abutting walkway and pop-up park.

One (1) space south side of the lot, first parking space upon entering the lot on the west side.

Three (3) spaces along the boardwalk on the north side of the lot.

Two (2) spaces on the east side and one (1) on the west side of the egress/walkway for the boardwalk.

One (1) space south side of the lot, first parking space upon entering the lot on the west side.

State Street:

~~At~~ On the westerly side the corner of State Street at the corner of and Pleasant Streets.

Adjacent to ~~the First & Ocean~~ TD Bank.

State Street:

One (1) space at intersection of Harris Street adjacent to library main entrance walkway.

State Street:

One (1) space on the west side of State Street; said space is the first legal space on the south side of the Market Square nubbin.

State Street Parking Lot:

Two (2) van accessible spaces at the northeast corner of the municipal lot.

Summit Place:

One (1) space on the southerly side starting at a point 437 feet east of Toppans Lane and extending easterly for a distance of twenty (20) feet.

Titcomb Street:

One (1) space on the east side adjacent to the Garrison Inn.

~~*Tracey Place:*~~

~~Two (2) spaces at the northern end of lot.~~

Unicorn Street:

Two (2) side by side van accessible spaces located on the southeast end of Unicorn, adjacent to Pleasant Street. One (1) space on the westerly side of Unicorn Street in front of #22 Unicorn Street.

~~One (1) space on the east side of the south end, adjacent to Pleasant Street.~~

~~One (1) additional space creating side by side spaces located on the east side of the south end of Unicorn Street adjacent to Pleasant Street.~~

Waterfront Trust Lot

Two (2) van accessible spaces northwest corner, first 2 spaces entering the lot from Merrimac Street.

One (1) space northeast side adjacent to handicap ramp to sidewalk. First space on the northwesterly side of the Waterfront Trust Parking Lot upon entry from Merrimac Street.

~~*Woodland Street*~~

~~One (1) space at 4 Woodland Street until July 1, 2016.~~

Sec. 13-179.1. – Temporary handicapped parking permit.

~~(a) Short title. This ordinance may be cited as the "Temporary Handicapped Parking Permit."~~

~~(b) Purpose and intent. Notwithstanding the restrictions promulgated in City Ordinance [section] 13-179 the City of Newburyport adopts the "Temporary Handicapped Parking Ordinance."~~

~~(1) From time to time citizens in the City of Newburyport suffer injury or other acute health episode of such magnitude that their quality of life, mobility and reasonable access to their homes is adversely affected;~~

- ~~(2) — And that this lack of mobility is of a sudden onset and temporary in nature;~~
- ~~(3) — And that the condition of these residents will improve sufficiently that a disabled veteran or handicapped registration plate or placard normally issued by the Commonwealth of Massachusetts is not a timely or suitable response to their condition;~~
- ~~(4) — And that the City of Newburyport in many cases is laid out in such a manner that certain residents do not have off street parking;~~
- ~~(5) — And that the acute nature of the health problem is such that immediate action is warranted;~~
- ~~(6) — And that this ordinance is limited to the designation and use of a handicapped parking space as near as practicable to the resident's home for the express reason of aiding in their mobility during their recovery process.~~

~~Therefore let it be ordained that:~~

~~The city clerk may issue a temporary handicapped space specific parking permit not to exceed forty-five (45) days.~~

The city clerk may, from time to time, in the sole judgment of that office permit a temporary handicapped parking space for the use of a resident at their home for a period not to exceed forty-five (45) days, when:

~~(a)(e)~~ Limitations.

...

~~(b)(d)~~ Findings of the city clerk.

...

~~(c)(e)~~ Enforcement. This section shall be enforced in the same manner as all handicapped parking spaces.

Sec. 13-180. – Residential ial parking zones.

Preamble. Residential ial parking zones may be established: (1) where a *bona fide* hardship exists caused by unique or special conditions; and/or (2) where the city has imposed one- or two- or four- hour parking limits on residential streets bordering commercial zones; and/or (3) where the residents of these residential districts suffer from unreasonable burdens in gaining access to their residences.

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

~~(1) Residential parking zone shall mean a contiguous or nearly contiguous area containing public highways or parts thereof primarily abutted by residential property or residential and business property.~~

(1~~2~~) Residential parking permit zone shall mean a residential district where curbside parking on public highways is limited to not more than two (2) or four (4) consecutive hours between 8:00 a.m. and 6:00 p.m. Monday—Saturday from October 1 through April 30, and between 8:00 a.m. and 8:00 p.m. Monday—Saturday from May 1 through September 30, excepting Sundays and holidays throughout the year, and unless a parking permit authorized by this section has been validly issued for the parked vehicle.

(2~~3~~) Resident only parking zones shall mean a residential district where curbside parking on public highways is restricted to vehicles of residents that properly display a parking permit authorized by this section.

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

(b) Posting of residential parking permit signs.

...

(c) Issuance of residential parking permits.

...

(2) Limited eligibility. Notwithstanding anything in this Code to the contrary, ~~no residential parking permit shall be issued to a household with access to two (2) or more off-street parking spaces located at or adjacent to the lot where such household resides, such as within a private or shared garage or driveway, shall be issued no more than two (2) vehicle parking permits. Reserved.~~

...

(4) Whenever the Parking Clerk or their parking clerk or his designee shall find that the applicant qualifies under the provisions of this section for a residential parking permit and that the vehicle registration and license show the same address, they~~he~~ shall issue to the applicant one (1) residential parking permit for the vehicle described in the application.

...

(d) *Renewal and transfer of permits.*

- (1) Upon submission of evidence to the Parking Clerk that the ~~parking clerk that he or she is still qualified for a residential parking permit, a~~ holder of a valid permit for the previous year remains eligible for a residential parking permit, such holder shall be entitled to a new residential parking permit for the current year.
- (2) Upon ~~surrender of a holder's his or her existing residential parking permit and~~ completion of a new application, the holder of a valid residential parking permit shall receive a new parking permit to be transferred to another qualifying vehicle.
- ...
- (f) *Visitor parking permits.* The Parking Clerk~~parking clerk~~ shall also coordinate the issuance of one (1) ~~portable~~ visitor parking permit ~~placards~~ per household which shall be used by visitors of the residents of the zone. Visitor permits will not be replaced if lost. The visitor permit shall be used only while visitors are actually visiting the household to which the permits are issued. ~~The permit must be fully visible and readable from the exterior of the vehicle. Such placards are to be displayed on the front dashboard, directly above the steering mechanism of the vehicle. Such placards shall be returned to the resident at the conclusion of the visit.~~ Any abuse in the use of a visitor parking permit ~~placard~~ shall result in the revocation of the permit by the parking clerk.
- (g) *Designation of two-hour residential parking permit zones.*
- (1) *Zone 1:* Includes the following streets between State Street, Water Street, Federal Street and Fair Street, and High Street:
- Center Street, on the easterly side from Liberty Street to Middle Street.
- Charter Street, on the southwesterly side for its entirety.
- Essex Street, on both sides for its entirety.
- Fair Street, on the southeasterly side from Water Street to Prospect Street, and on the northwesterly side the southwesterly edge of the driveway at 2 Fair Street (Map 008, Lot 028) to Prospect Street.
- Fruit Street, on both sides for its entirety.
- Garden Street, on both sides for its entirety.
- Independent Street, on the northwesterly side from Water Street to Liberty Street.
- Liberty Street, on both sides from Fair Street to Independent Street, and on the southwesterly side only from Independent Street to Federal Street.
- Middle Street, on the southwesterly side from State Street to Federal Street.
- Orange Street, on both sides for its entirety.
- Otis Place, on both sides for its entirety.
- Pike Street, on the westerly side from Liberty Street to the southwesterly lot line of 10 Pike Street (Map 008, Lot 013).

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

Spring Street, on both sides for its entirety.

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

(2) Zone 2: Includes the following streets between State Street, Merrimac Street, Boardman Street, and High Street~~Fair and Federal~~:

Birch From Market Street to Summer Street, northerly side

Court From High Street to Washington Street, southeasterly side

~~Green From Harris Street to Merrimac Street~~

Green From High Street to Merrimac Street, both sides~~From Washington Street, except westerly side to Loading Zone in front of 26 Green Street~~

Harris ~~From Green Street to State Street, both sides~~ on the northeasterly side for its entirety

Market From ~~High~~Washington Street to Merrimac Street, both sides

Park ~~From High Street to Harris Street~~ on the northeasterly side for its entirety

Pleasant From property at 66 Pleasant Street to Summer Street, both sides

Summer From property at 31 Summer Street to Merrimac Street, easterly side

Titcomb From Merrimac Street to Washington Street, both sides

~~Washington From Green Street to WinterMarket Street, both sides~~northwesterly side

Washington Street, on the northerly side running in a westerly direction from Green Street to Market Street, and on the southerly side running in a westerly direction from Court Street to Market Street.

~~Washington From Court Street to Market Street, Southeasterly side~~

Winter From Washington Street to High Street, westerly side

~~Birch Street, on the northerly side for its entirety.~~

~~Green Street, on the northwesterly side from Washington Street to the service zone at 26 Green Street (Map 047, Lot 003).~~

~~Harris Street, on the northeasterly side for its entirety.~~

~~Market Street, on both sides from Washington Street to Merrimac Street.~~

~~Park Street, on the northwesterly side for its entirety.~~

~~Pleasant Street, on both sides from Titcomb Street to Summer Street exclusive of 15-minute restrictions.~~

~~Summer Street, on the easterly side for its entirety.~~

~~Titcomb Street, on both sides for its entirety.~~

~~Washington Street, on the northerly side running in a westerly direction from Green Street to Market Street, and on the southerly side running in a westerly direction from Court Street to Market Street.~~

~~Winter Street, on the northwesterly side from Washington Street to High Street.~~

~~Middle Street.~~

~~Temple Street.~~

~~Spring Street.~~

(3) Zone 3:

- Arlington From Highland Avenue, both sides to northerly end of those properties known as #23 and #24 on each side of street respectively
- Ashland Beginning at the lower end of Ashland Court and proceeding northerly on the westerly side of Ashland Street to a point of six (6) feet north of the property line between 2 Ashland Street and 345 Merrimac Street
- Ashland Beginning at the lower corner of Ashland Court and proceeding northerly on the easterly side of Ashland Street and Merrimac Street
- Bricher All
- Cherry All
- Ferry In front of property known as 1 Ferry Road, southerly side
- Hill All
- Lafayette From Highland Avenue, both sides in a northerly direction from Washington Street for a distance of one hundred (100) feet
- State Beginning at 184 State Street and proceeding southerly to the end of said State Street on the westerly side

~~Arlington Street, on both sides from Highland Avenue to the northerly end of those properties known as #23 and #24 on each side of the street respectively.~~

~~Bricher Street, on both sides for its entirety.~~

~~Cherry Street, on the westerly side from Bricher Street to a point four hundred and fifty two (452) feet northerly of the intersection with the Route 1 Bypass.~~

~~Ferry Road, on the southerly side in front of 1 Ferry Road (Map 070, Lot 010).~~

~~Hill Street, on both sides for its entirety.~~

~~Lafayette Street, on both sides from Highland Avenue for a distance of two hundred and fifty (250) feet.~~

~~a. Fair Street, on the easterly side between Liberty Street and Water Street, and on the westerly side, between Liberty Street and southerly edge of driveway at 2 Fair Street.~~

~~(4) Zone 4: Includes the following streets or portions thereof designated:~~

~~a. Arlington Street, both sides from Highland Avenue to the northerly end of those properties known as #23 and #24 on each side of the street respectively.~~

~~b. Lafayette Street, both sides from Highland Avenue to the northerly end of those properties known as #18 and #25 on each side of the street respectively.~~

~~c. Cherry Street.~~

~~d. Hill Street.~~

~~e. Bricher Street.~~

~~f. Titcomb Street, both sides from the way known as Brown Square to Washington Street.~~

~~g. Green Street, on the west side running in a northerly direction from Washington Street for a distance of one hundred (100) feet.~~

~~h. Washington Street, on the north side running in a westerly direction from Green Street for a distance of one hundred twenty (120) feet.~~

~~i. Pleasant Street, both sides from the property at 66 Pleasant Street to Titcomb Street.~~

~~j. Winter Street, beginning at the corner of Washington Street and proceeding southerly on Winter Street to High Street.~~

~~k. State Street, beginning at 184 State Street and proceeding southerly to the end of said State Street on the westerly side.~~

(h) Designation of four-hour residential parking permit zones.

(1) ~~Zone 45:~~ Includes the following streets or portions thereof designated:

State Street, on the westerly side from the intersection of Parker Street ~~Route 1 and State Street~~ and continuing in a northerly direction approximately one thousand, two hundred and fifty (1,250) feet.

(i) Resident only parking.

~~(1) Zone 5—Includes the following streets or portions thereof designated:~~

~~*Ashland Street, on the westerly side from Ashland Court and proceeding northerly to a point six (6) feet northerly of the property line between 2 Ashland Street (Map 068, Lot 157) and 345 Merrimac Street (Map 068, Lot 028).*~~

~~*Ashland Street, on the easterly side from Merrimac Street to 19-21 Ashland Street (Map 067, Lot 022 A/B).*~~

~~*Ashland Street.*~~

~~*Beginning at the lower corner of Ashland Court and proceeding northerly on the westerly side of Ashland Street to a point six (6) feet north of the property line between 2 Ashland Street and 345 Merrimac Street.*~~

~~*Beginning at the lower corner of Ashland Court and proceeding northerly on the easterly side of Ashland Street to Merrimac Street.*~~

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

- (1) Applicants under this subsection ~~(j)~~ may apply, and renew or transfer such permits pursuant to subsections (c) and (d), respectively, but shall remain ineligible always for visitor parking permits pursuant to subsection (f).
- (2) A parking permit under this subsection ~~(j)~~ shall not guarantee or reserve a parking space within the Green Street Parking Lot, nor shall it excuse the permit holder from observance of any traffic or parking regulation other than the time limit on parking, or from having to move all vehicles from the Green Street Parking Lot as ordered by the ~~City~~ during a declared snow emergency.
- (3) It shall be a violation of this section to use a parking permit issued under this subsection in any residential parking permit zone.
- (4) ~~The sticker is to be placed on the front windshield, driver's side, lower left corner.~~
- (5) The ~~Parking Clerk or their parking clerk or his~~ shall issue parking permits under this subsection on a first-come, first-served basis, or by lottery if more than four (4) complete applications are filed on the same day.

Sec. 13-180.1. – Paid parking permits.

Preamble . Resident parking permits may be issued to residents of Newburyport and employee parking permits to Downtown ~~Employees~~ ~~Business employees and employers~~.

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

- (1) *Paid municipal parking facilities* ~~parking lots~~: Green Street Lot, Harris Street Lot, Prince Place Lot, Market Landing Park East Lot, Market Landing Park West Lot, Somerby Landing Lot, Titcomb Street Garage, and Hales Court Lot pursuant to the City's license from the United States Postal Service ~~Central Business District Lot, State Street Lot, Tracey Place Lot, Newburyport Redevelopment Authority East Lot, Newburyport Redevelopment Authority West Lot, Waterfront Trust Lot.~~
- (2) *All day municipal parking facilities* ~~parking lots~~: Prince Place Lot, Market Landing Park East Lot, Market Landing Park West Lot, Titcomb Street Garage, and Hales Court Lot pursuant to the City's license from the United States Postal Service ~~Tracey Place Lot, Newburyport Redevelopment Authority East and West Lots.~~
- (3) *Resident*: A person who is sixteen (16) years of age or older, licensed to operate a motor vehicle in the Commonwealth of Massachusetts, and resides permanently primarily in the City of Newburyport.
- (4) *Senior Resident*: A person who is sixty-five (65) years of age or older, licensed to operate a motor vehicle in the Commonwealth of Massachusetts, and resides permanently primarily in the City of Newburyport.
- (5) *Downtown Employee*: An ~~employer or~~ employee of a Downtown Business.
- (6) *Downtown Business*: A business duly licensed by the City of Newburyport and located in the area bounded by High Street, Federal Street, the Merrimack River and Boardman Street ~~Winter Street~~.

(b) *Posting of paid parking permit*.

- (1) The permit is to be placed on or linked electronically to the state registration number for the vehicle pursuant to regulations issued by the parking clerk.

(c) *Issuance of resident and employee paid parking permits*.

- (1) A resident or downtown employee may apply for a one-year parking permit for one (1) or more vehicles by completing and signing an application designed to provide the following information:

...

e. For downtown employees, such parking permits may be issued on a quarterly basis (i.e. for a period of three months).

- (2) For all permit applicants, whenever the Parking Clerk or their parking clerk or his designee shall find that the applicant qualifies under the provisions of this section 13-180.1 for a paid parking permit, ~~they~~ he shall issue to the applicant one (1) paid parking permit for the one (1) vehicle described in the application.
- ...
- (e) *Use of parking permits.*
- (1) A parking permit shall not guarantee or reserve a parking space nor shall it excuse the observance of any traffic or parking regulation, including but not limited to time restrictions, other than the requirement to pay the hourly parking fee for use of paid municipal parking facilities~~paid parking lots~~ with the exception of the Somerby Landing Lot and the Titcomb Street Garage~~Waterfront Trust Lot~~.
 - (2) The parking permit does not excuse the holder from moving all vehicles from public ways, private ways open to public travel, and municipal parking facilities~~public streets~~ during a declared snow emergency.
 - (3) A downtown employee paid parking permit is only valid in the designated spaces in the all-day municipal parking facilities~~parking lots of the Tracey Place lot, Newburyport Redevelopment Authority East Lot and Newburyport Redevelopment Authority West Lot~~.
 - (4) Resident parking permits are valid in all the paid municipal parking facilities~~paid parking lots~~ with the exceptions of the Somerby Landing Lot and the Titcomb Street Garage~~Waterfront Trust Lot~~.
- (f) *Fees*~~Cost~~, *dates of issuance and prorations.*
- (1) The fees for annual cost~~of~~ of said permits shall be established by order of the City Council, but, except for the fee paid by senior residents, such fees shall be no less than five dollars (\$5.00) per vehicle per permit~~city council~~.
 - (2) The issuance date of said permits~~the annual permits~~, discount incentive programs, amnesty periods, temporary parking permits and any proration of the permit cost shall be pursuant to regulations promulgated by the Parking Clerk~~parking clerk~~.

Sec. 13-181. – Municipal parking facilities~~Parking lots~~.

- (a) No person shall park a vehicle between the hours of 8:00 a.m. to 8:00 p.m. (6:00 p.m. from January 1st through March 31st)~~6:00 p.m.~~ Monday through Saturday, and Sunday between the hours of noon to 6:00 p.m. in the following described municipal parking facilities~~lots~~ without first satisfying the payment required by the City of Newburyport.
- (1) Prince Place~~Tracey Place~~ Lot.
 - (2) Harris Street~~State Street~~ Lot.
 - (3) Green Street Lot~~Central Business District~~ Lot.

- (4) Market Landing Park East Lot~~Newburyport Redevelopment Authority East Lot.~~
- (5) Market Landing Park West Lot~~Newburyport Redevelopment Authority West Lot.~~
- (6) Somerby Landing Lot~~Waterfront Trust Lot.~~
- (7) Titcomb Street Garage.
- (8) Hales Court Lot pursuant to the City's license from the United States Postal Service.
- (b) In order to facilitate turn-over of parking spaces, no person shall park a vehicle for a period of time longer than three (3) consecutive hours between the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday, and Sunday between the hours of noon to 6:00 p.m. in the following described lots.
- (1) Harris Street~~State Street~~ Lot.
- (2) Green Street Lot~~Central Business District~~ Lot.
- (3) Somerby Landing Lot~~Waterfront Trust Lot.~~
- (4) Hales Court Lot pursuant to the City's license from the United States Postal Service.
- A person whose vehicle remains in one of the above-listed lots beyond the three (3) consecutive hour time limit will be subject to fines for violation of this section as provided in Section 1-18 of this Code, even if payment is made for additional time.
- (c) No campers or other vehicles designed to accommodate sleeping shall park in any municipal parking facility~~lot~~ described in subsection (a) above from 8:00 p.m. to 7:00 a.m. daily.-
- (d) In the case of a declared snow emergency, vehicles may remain in any lot described in subsection (a) above for the duration of the declared snow emergency and for twelve (12)~~twenty-four (24)~~ hours after the declaration of the end of the snow emergency without paying a parking fee. At the end of the declared snow emergency, any vehicle entering a paid parking lot without a paid parking permit shall pay the required parking fee.
- (e) Four (4) spaces on the westerly side of the Green Street Lot~~Central Business District Lot~~ shall be designated for police vehicles only, and the time limit and payment requirement shall not apply to police vehicles parked in these designated spaces.
- (f) The area known as Unicorn Street with the adjacent parking spaces shall be regulated as part of the Green Street Lot~~become part of the Central Business District Lot.~~
- (g) No person shall park a vehicle for longer than one (1) hour in the four (4) spaces on the westerly side of the Somerby Landing Lot~~Waterfront Trust Lot~~ immediately adjacent to the easterly side of the Brown's Wharf building (Map 48, Lot 25) and in the four (4) spaces at the northerly end of said lot adjacent to the boardwalk.

...

Sec. 13-183a. -- Plum Island parking.

Any person who shall park a vehicle unlawfully on Plum Island shall be subject to a parking fine of fifty dollars (\$50.00). Handicap parking violations are specifically excluded from this section.

Sec. 13-184. – Handicapped parking regulations.

...

b. The penalty for a violation made under this section is one hundred dollars (\$100.00) for the first offense and two hundred dollars (\$200.00) for each subsequent offense; and the vehicle may be removed in accordance with section 22D. This penalty is not a surchargeable offense under section 113B of chapter 175.

Councillor Jared J. Eigerman

Councillor Afroz K. Khan

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 12, 2021

AN ORDINANCE TO LIMIT ON-STREET PARKING ON CARTER 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
<u>Carter Street</u>	<u>Beginning on the westerly side of Carter Street at the intersection of Carter St and Griffin Ct and running in a northerly direction for a distance of 30 feet.</u>

Submitted,

Councillor Heather Shand

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 25, 2021

AN AMENDMENT TO AN ORDINANCE TO LIMIT ON-STREET PARKING ON UNION 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
<u>Union Street</u>	<u>Both sides, beginning at the westerly bound of 18 Union Street and running easterly for a distance of 226 feet</u>

Submitted,

Councillor Sharif I. Zeid

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 25, 2021

AN AMENDMENT TO AN ORDINANCE ESTABLISHING CERTAIN BUS STOPS

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. 13-169. – Bus Stops; parking restricted.

(c) The following streets or portions of streets shall be designated as a bus stop:

<i>Street</i>	<i>Zones</i>
<u>Low Street</u>	<u>North side, beginning at the easterly side of the entrance to the Fuller Field parking lot located at 40 Low Street and running easterly for a distance of 348 feet</u>

Submitted,

Councillor Heather L. Shand