

CITY COUNCIL MEETING

AGENDA

November 13, 2023 7:00 pm
City Council Chambers, City Hall
60 Pleasant Street, Newburyport

Zoom details for City Council Meeting:

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

Or One tap mobile:

US: +19292056099,81299990548#

Or Telephone US: +1 929 205 6099

Webinar ID: 812 9999 0548

1. MOMENT OF SILENCE

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

4. LATE FILE

- COMM00518_11_13_2023 Hanukkah Menorah Market Sq. Congregation Ahavas Achim

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 30, 2023 (Approve)

8. COMMUNICATIONS

- COMM00516_11_13_2023 Snow and Ice Plan 2023-2024 (PW&S)
- COMM00517_11_13_2023 AHT Letter to Mayor Reardon re Brown School (R&F)

9. TRANSFERS

- TRAN00175_11_13_2023 Mayor: General Fund Free Cash \$550,527.37 to Fire Boat Purchase \$550,527.37 (B&F)
- TRAN00176_11_13_2023 Mayor: General Fund Free Cash \$280,978 to
General Fund Budget Reserve \$280,978 (B&F)

10. APPOINTMENTS

Re-Appointments:

- APPT00438_11_13_2023 Susan Chase 44 Oak St. Emma Andrews Lib. Comm. 12/15/2025 (CS)
- APPT00439_11_13_2023 Aine Greaney Ellrott 43 Purchase St. Emma Andrews Lib. Comm. 12/15/2026 (CS)
- APPT00440_11_13_2023 Elizabeth Valeriani 29 Oak St. Emma Andrews Lib. Comm. 12/15/2026 (CS)
- APPT00441_11_13_2023 Virginia R. Champi 84 Purchase St. Emma Andrews Lib. Comm. 12/15/2025 (CS)
- APPT00442_11_13_2023 Laura Thibault 8 Kent St. Cultural Council 12/15/2026

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BUDGET & FINANCE

- ORDR00472_06_26_2023 Streets Sidewalks Loan Order \$6,000,000 (COTW) *Amended in Cmte 11/9/23*
- COMM00514_10_30_2023 Retirement Board Expense Budget C/Y 2024
- TRAN00171_10_30_2023 DPS: Water Retained Earnings \$130,000 to
Water 1-Ton Dump truck Purchase \$130,000
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- TRAN00173_10_30_2023 Mayor: General Fund Free Cash \$21,395.19, Water Retained Earnings
\$19,242.17, Sewer Retained Earnings \$54,588.08, and Harbormaster
Retained Earnings \$1,042.90 to Multiple Accounts (attached) \$96,268.34
- TRAN00174_10_30_2023 Mayor: Police Accreditation Allowance \$102,599, Budget Contingency
\$75,103, and Police Technology Stipend \$24,500 to PO Salaries \$177,906,
PO OT \$19,203, and PO Night Differential \$5,093
- TRAN00170_10_16_2023 Mayor: Paid Parking Fund \$12,5000 to HWY Portable Restrooms \$12,500

COMMUNITY SERVICES

- COMM00513_10_30_2023 Head Librarian Memo Kevin Bourque
- APPT00437_10_30_2023 Mary Louise Gagnon 126 Merrimac St. COA 12/1/2026
- ODNC00157_06_12_2023 Public Art Policy (COTW)
- COMM00474_04_10_2023 Newburyport Public Art Policy

GENERAL GOVERNMENT

- ODNC00146_03_13_2023 Amend Ch 2-34 Responsibilities of Committee on Community Services
- COMM00506_09_26_2023 Memo Brown School EOIs (COTW)

LICENSES & PERMITS

- APPL00165_10_30_2023 Non-Profit Pop-Up Park 12/2, 12/3, 12/16, 12/17 10am-4pm
- APPL00164_10_30_2023 Movable sign application Cookie Jar Kitchen at Winter St. & Washington St.
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- COMM00512_10_30_2023 Newburyport Horticultural Society fundraising table in Market Sq.
12/9 and 12/10 10am-1pm

END OF CONSENT AGENDA

REGULAR AGENDA

9. MAYOR'S UPDATE

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

- APPL00166_11_13_2023 Santa Parade 11/26/2023 3pm-4:30pm

12. TRANSFERS

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR00505_11_13_2023 Gift Acceptance Nock Tennis Courts \$21,195.00
- ORDR00506_11_13_2023 FY2024 Tax Rate Order
- ORDR00507_11_13_2023 FY2024 Residential Factor Order
- ORDR00508_11_13_2023 Approval to Pay Prior Year Bills
- ORDR00509_11_13_2023 Gift Acceptance Form Belleville Improvement Society \$895.00
- ORDR00510_11_13_2023 Public Art Committee Rules and Regulations
- ORDR00511_11_13_2023 Pink House Resolution

15. ORDINANCES

- ODNC00129_11_01_2022 **1st Reading** Defining Conflict Rule for Dept. Heads (COTW)
10/30/2023 Moved to a date certain 11/13/2023
- ODNC047_01_27_2020 **2nd Reading** General Ordinance - Short Term Rental Units Rules (COTW)
- ODNC00141_02_27_2023 **2nd Reading** Zoning Amendment STRU (COTW)
- ODNC00160_08_28_2023 **2nd Reading** Zoning Amendment Business Park Indoor Outdoor Rec (COTW)
- ODNC00161_10_16_2023 **2nd Reading** Pleasant Street 15 min parking space
- ODNC00162_10_16_2023 **2nd Reading** Amended Parking Restrictions on Toppans Lane
- ODNC00163_10_16_2023 **2nd Reading** Federal St. HP Space

16. COMMITTEE ITEMS

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- TRAN00170 10 16 2023 Mayor: Paid Parking Fund \$12,5000 to HWY Portable Restrooms \$12,500
- ORDR00336_03_28_2022 ARPA Amesbury 250K (COTW)
- ORDR00504_10_30_2023 Local Acceptance of Community Impact Fee on Short Term Rentals
- TRAN00153_05_08_2023 Mayor: Multiple \$3,483,773 to Multiple \$3,483,773 revised 6/15/2023
(Atkinson Common Request only all other matters adjudicated)

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re: Landscaping noise and air pollution
- ORDR00474_07_10_2023 Plan Approval Bartlett Mall Improvement Project (COTW)

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In Committee:

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LATE FILE ITEMS



September 28, 2023

53.5 Washington Street
Newburyport, MA 01950

978.255.3144

caa-newburyport.org

President and Members of the City Council

City Hall

60 Pleasant Street, Newburyport, MA

Dear City Council,

As in years past, Congregation Ahavas Achim requests a permit to install a Hanukkah menorah in Market Square, adjacent to the Christmas tree. This year Hanukkah begins at nightfall on Thursday, December 7th and ends Friday December 15th at nightfall. We would like to set up the menorah during the week of December 1st and will be able to take it down as early as December 18th, however we would be glad to leave it in place through New Year's if it is felt that it adds to the city's holiday display. We will need access to an electrical outlet, but will handle all of the setup directly. Thank you very much for your consideration.

Warm wishes,

Rabbi Alex Matthews

Congregation Ahavas Achim, Newburyport

rabbialex@caa-newburport.org

347-443-1970 (cell)

CONSENT AGENDA

CITY COUNCIL MEETING

MINUTES

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1. **MOMENT OF SILENCE** Remembering Jeremiah Doyle
2. **PLEDGE OF ALLEGIANCE**
3. **CALL TO ORDER** 7:00 pm the City Clerk called the roll; the following City Councillors answered present: Vogel, Wallace, Wright, Zeid, Cameron, Donahue, Khan, Lane, McCauley, Preston, and Shand. 11 present.
4. **LATE FILE**
 - COMM00515_10_30_2023 Ltr from Jean Costello re ORDR00501 Resolution on Israeli-Hamas Conflict (GG)
 - APPL00165_10_30_2023 Non-Profit Pop-Up Park 12/2, 12/3, 12/16, 12/17 10am-4pm (L&P)
 - ODNC00164_10_30_2023 Zoning-Amendment-Global-R3-Multi-Family (P&D/COTW)Motion to waive the rules and accept the late files by Councillor Zeid, seconded by Councillor Lane. So voted.

5. **PUBLIC COMMENT**

Susan Moseley 53 Warren St. #209
Judy Tymon 39 Lime St.
Reg Bacon 21 Strong St.
James Jones 2 Wills Ln.
Judy Mouradian 5 Beck St.
Diana Kerry 33 Temple St.
Ahmer Ibrahim 85 Prospect St
Alex Matthews 53.5 Washington St.
Rita Mihalek 53 Warren St.
Barbara Feldman 53 Warren St.
Leslie Eckholdt 36 Warren St.
Brett Murphy 2 Marsh St.
Sue Benveniste 51 Milk St.
Ben Harman 298 High St.
Mary Krajci 232 High St.
Nancy Caswell 3 Jefferson Ct.
Joan Dangelmaier 2 Savory St.
Ryan Burke 26 Eagle St.
Stephanie Niketic 93 High St.
Joyce Cantileno 20 Oakland St.
Jane Snow 9 Coffin St.

6. **MAYOR'S COMMENT**

Motion to waive the rules to go out of order to bring Planning & Development committee items out first by Councillor Zeid, seconded by Councillor Vogel. So voted.

- ODNC00141_02_27_2023 Zoning Amendment STRU (COTW)

Motion to approve ODNC00141_02_27_2023 on 1st reading by Councillor Zeid, seconded by Councillor Preston.

Motion to amend by striking 111B and all language related to 111B as noted in draft amendment by Councillor Cameron, seconded by Councillor Donahue.

10-minute recess to review the draft amendment.

Motion to amend the amendment to remove the removal of 111B and all language related to it, and to change V-G 5b from June 30th, 2030 to June 30th, 2027 by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 9 yes, 2 no (Donahue, Preston). Motion passes.

Motion to move the question by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 7 yes, 4 no (Wallace, Cameron, Donahue, Shand). Motion fails.

Motion to approve as amended on 1st reading by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 10 yes, 1 no (Donahue). Motion passes.

- ODNC047_01_27_2020 General Ordinance - Short Term Rental Units Rules (COTW)

Motion to approve on 1st reading by Councillor Zeid, seconded by Councillor Lane.

Friendly amendment to change the fee in Sec. 9-305 C to \$250 by Councillor McCauley.

Motion to amend to language in Sec. 9-303 by Councillor Vogel, seconded by Councillor Lane. So voted.

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

- ODNC00160_08_28_2023 Zoning Amendment Business Park Indoor Outdoor Rec (COTW)

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

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- TRAN00174_10_30_2023 Mayor: Police Accreditation Allowance \$102,599, Budget Contingency \$75,103, and Police Technology Stipend \$24,500 to Police Officer Salaries \$177,906, Police Officer Overtime \$19,203, and Police officer Night Differential \$5,093 (B&F)

10. APPOINTMENTS

- APPT00437_10_30_2023 Mary Louise Gagnon 126 Merrimac St. COA 12/1/2026 (CS)

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

BUDGET & FINANCE

- ORDR00502_10_16_2023 Grant Acceptance Form Municipal Road Safety Grant
- ORDR00498_10_16_2023 Gift Acceptance Friends of NBPT Trees \$17,000
- ORDR00499_10_16_2023 Grant Acceptance LSTA \$20,000
- ORDR00500_10_16_2023 Approval to Pay Prior Year Bills
- ODNC00129_11_01_2022 Defining Conflict Rule for Dept. Heads (COTW)

COMMUNITY SERVICES

- APPT00436_10_16_2023 Sarah Landry 462 South Main St. Nashua, NH Dir. COA 11/1/2026
- ORDR00497_09_26_2023 Sponsorship of an Administrative Order to create Recreation & Yth Ser. Dept.

PLANNING & DEVELOPMENT

- ODNC047_01_27_2020 General Ordinance - Short Term Rental Units Rules (COTW)
- ODNC00141_02_27_2023 Zoning Amendment STRU (COTW)
- ODNC00160_08_28_2023 Zoning Amendment Business Park Indoor Outdoor Rec (COTW)

PUBLIC WORKS & SAFETY

- APPL00163_10_16_2023 Bar 25 Planters Request
- ODNC00161_10_16_2023 Pleasant Street 15 min parking space
- ODNC00162_10_16_2023 Amended Parking Restrictions on Toppans Lane
- ODNC00163_10_16_2023 Federal St. HP Space

END OF CONSENT AGENDA

Motion to approve the Consent Agenda by Councillor Zeid, seconded by Councillor Lane. So voted.

REGULAR AGENDA

9. MAYOR'S UPDATE

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

10. FIRST READING APPOINTMENTS

11. COMMUNICATIONS

- COMM00508_10_16_2023 2nd 30 day Extension of Acting Head Librarian Appointment

Moved to a date certain, October 30th

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

- COMM00510_10_30_2023 Shanties request for an extension in pop-up park

Motion to refer to Licenses & Permits by Councillor Zeid, seconded by Councillor Khan. So voted.

12. TRANSFERS

13. SECOND READING APPOINTMENTS

14. ORDERS

- ORDR00501_10_16_2023 Resolution on Israeli - Hamas Conflict **Motion to Reconsider by Councillor Vogel*
Motion to waive the rules, declare an emergency, and approve by Councillor McCauley, seconded by Councillor Preston. Motion to amend to remove the 3rd Whereas statement by Councillor Khan, seconded by Councillor Preston. So voted. 7 yes, 1 no (JM), 1 present (SZ), 2 absent (CW, JD). Motion passes. Motion to amend to add “and Muslim” at the end of the And furthermore statement by Councillor Khan, seconded by Councillor Preston. So voted. 8 yes, 1 present (SZ), 2 absent (CW, JD). Motion passes. Motion to approve as amended Councillor McCauley, seconded by Councillor Preston. So voted. 8 yes, 1 present (SZ), 2 absent (CW, JD). Motion passes.
Motion to reconsider by Councillor Vogel, seconded by Councillor Khan. Roll call vote. 10 yes, 1 present (Zeid). Motion passes.
Friendly amendment to add language to resolution by Councillor Khan
Roll call vote. 10 yes, 1 present (Zeid). Motion passes.
- COMM00515_10_30_2023 Ltr from Jean Costello re ORDR00501 Resolution on Israeli-Hamas Conflict
Motion to waive the rules, asking Council President Shand to remove from COMM00515 from General Government, and receive and file by Councillor Zeid, seconded by Councillor Khan. 10 yes, 1 present (Zeid). So voted.
- ORDR00503_10_30_2023EP Authorizing Whittier Vo-Tech Letter
- ORDR00503_10_30_2023 Authorizing Whittier Vo-Tech Letter
Motion to waive the rules, declare an emergency, and approve by Councillor Vogel, seconded by Councillor Zeid.
Motion to amend the language of the letter to edit the City Council’s concerns and to authorize the Council President to sign on behalf of the City Council by Councillor Zeid, seconded by Councillor McCauley. So voted.
Motion to waive the rules, declare an emergency, and approve as amended by Councillor Vogel, seconded by Councillor Zeid. So voted.
- ORDR00504_10_30_2023 Local Acceptance of Community Impact Fee on Short Term Rentals
Motion to refer to Budget & Finance and COTW by Councillor Khan, seconded by Councillor Cameron. So voted.

15. ORDINANCES

16. COMMITTEE ITEMS

Budget & Finance

In Committee:

- ORDR00502 10 16 2023 Grant Acceptance Form Municipal Road Safety Grant
Motion to approve by Councillor Zeid, seconded by Councillor Cameron. So voted.
- ORDR00498 10 16 2023 Gift Acceptance Friends of NBPT Trees \$17,000
Motion to approve by Councillor Zeid, seconded by Councillor Khan. So voted.
- ORDR00499 10 16 2023 Grant Acceptance LSTA \$20,000
Motion to approve by Councillor Zeid, seconded by Councillor Wright. So voted.
- ORDR00500 10 16 2023 Approval to Pay Prior Year Bills
Motion to approve by Councillor Zeid, seconded by Councillor Wright. So voted.
- ODNC00129 11 01 2022 Defining Conflict Rule for Dept. Heads (COTW)
Motion to move to a date certain, November 13th, by Councillor Zeid, seconded by Councillor McCauley. So voted.
- ORDR00336_03_28_2022 ARPA Amesbury 250K (COTW)
- ORDR00472_06_26_2023 Streets Sidewalks Loan Order \$6,000,000 (COTW)
- TRAN00153_05_08_2023 Mayor: Multiple \$3,483,773 to Multiple \$3,483,773 revised 6/15/2023
(Atkinson Common Request only all other matters adjudicated)
- TRAN00170_10_16_2023 Mayor's Office: Paid Parking Fund \$12,5000 to HWY Portable Restrooms \$12,500

Community Services

In Committee:

- **APPT00436 10 16 2023** **Sarah Landry 462 South Main St. Nashua, NH Dir. COA 11/1/2026**
Motion to approve by Councillor McCauley, seconded by Councillor Donahue. Roll call vote. 11 yes. Motion passes.
- **ORDR00497 09 26 2023** **Sponsorship of an Admin. Order to create Recreation & Yth Ser. Dept.**
Motion to approve by Councillor McCauley, seconded by Councillor Preston. Roll call vote. 11 yes. Motion passes.
- **COMM00474 04 10 2023** **Newburyport Public Art Policy**
- **COMM00495 08 14 2023** **Ltr from Katherine Moore, Betty LaBaugh, and Brendan & Katy Banovic**
re: Landscaping noise and air pollution
- **ODNC00157 06 12 2023** **Public Art Policy (COTW)**
- **ORDR00474 07 10 2023** **Plan Approval Bartlett Mall Improvement Project (COTW)**

General Government

In Committee:

- **COMM00461 02 27 2023** **Brown School Gymnasium Considerations (COTW)**
- **COMM00468 03 13 2023** **Brown School Proposal (COTW)**
- **COMM00506 09 26 2023** **Memo Brown School EOIs (COTW)**
- **ODNC00146 03 13 2023** **Amend Ch 2-34 Responsibilities of Committee on Community Services**
- **ORDR239 02 8 2021** **Council Rule 7 and 10B**

Licenses & Permits

In Committee:

Planning & Development

In Committee:

- **ODNC047 01 27 2020** **General Ordinance - Short Term Rental Units Rules (COTW)**
- **ODNC00141 02 27 2023** **Zoning Amendment STRU (COTW)**
- **ODNC00160 08 28 2023** **Zoning Amendment Business Park Indoor Outdoor Rec (COTW)**
- **COMM00494 07 10 2023** **Planning Board Advisory Report STRU (COTW)**
- **COMM00500 08 28 2023** **STRU Planning Board Final Report (COTW)**

Public Works & Safety

In Committee:

- **APPL00163 10 16 2023** **Bar 25 Planters Request**
Motion to approve by Councillor Wallace, seconded by Councillor McCauley. So voted.
- **ODNC00161 10 16 2023** **Pleasant Street 15 min parking space**
Motion to approve on 1st reading by Councillor Wallace, seconded by Councillor Cameron. Roll call vote. 10 yes, 1 no (ZEID). Motion passes.
- **ODNC00162 10 16 2023** **Amended Parking Restrictions on Toppans Lane**
Motion to approve on 1st reading by Councillor Wallace, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.
- **ODNC00163 10 16 2023** **Federal St. HP Space**
- Motion to approve on 1st reading by Councillor Wallace, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes.
- **COMM00412 05 31 2022** **Ltr Ann Jaronecyk re: Traffic Safety**
- **COMM00459 01 30 2023** **Ltr. Residents concerned with speeding on Arlington St.**
- **COMM00462 02 27 2023** **Ltr. From Kathleen O'Connor Ives re: drinking water concerns**
- **COMM00479 04 24 2023** **Ward 4 Street Sidewalk Traffic Safety Priorities**
- **COMM00482 04 24 2023** **Constructions projects at the Central Waterfront**
- **COMM00505 09 11 2023** **Ltr from Kristen Hunter re Merrimac St. traffic safety progress**
- **ODNC00103 01 10 2022** **Streets, Sidewalks, and Other Public Places Alterations & Maintenance**

- ODNC00152_05_08_2023 Amend Ch 13-181 Municipal Parking Facilities (COTW)
- ORDR00449_04_24_2023 Approving Shared Streets Grant, High Street Traffic Calming

Motion to waive the rules to go past 10:30pm by Councillor Wright, seconded by Councillor Zeid. 10 yes, 1 present (Lane). So voted.

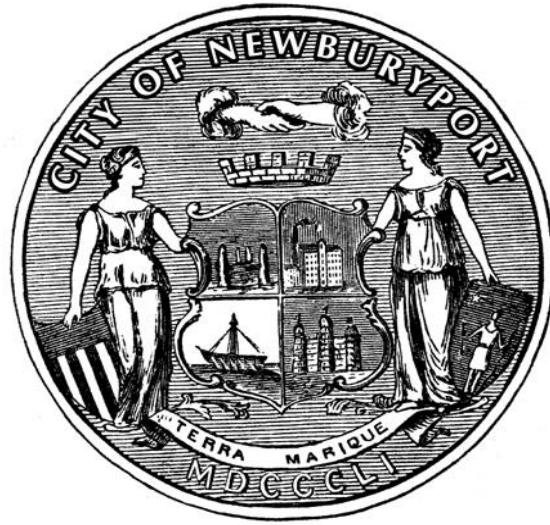
17. GOOD OF THE ORDER

Motion to go into Executive Session for the below-stated reason by Councillor Zeid, seconded by Councillor McCauley. 11 yes on a roll call vote. The President declare that an open meeting may have a detrimental effect on the litigating position of the City. The President also declared the Council would not be coming out of executive session into a public session.

18. EXECUTIVE SESSION: Pursuant to MGL c. 30A s. 21(a)(3) there will be an executive session for the purpose of discussing strategy with respect to litigation as an open meeting may have a detrimental effect on the litigating position of the City.

19. ADJOURNMENT

COMMUNICATIONS



City of Newburyport
Department of Public Services

SNOW AND ICE PLAN

2023-2024 Season

Sean Reardon, Mayor

Wayne S. Amaral, DPS Director

Jonathan U. Carey, DPS Deputy Director

Ronald Keefe, General Foreman

Jennifer Sullivan, Highway Operations Manager

Introduction:

The City of Newburyport Department of Public Services takes great pride in making our public roadways as safe as possible under the worst of winter conditions. Keeping our public ways safe and accessible during snow and ice events is of highest priority in order to reduce the likelihood of personal injury to the general public, automobile crashes and property damage. Our goal is to quickly open the streets and make them passable so that essential vehicular traffic can safely negotiate roadways. Residents can help us do this by working together.

Snow Emergency Parking Ban:

DPS will implement a Snow Emergency Parking Ban when it is predicted that we will receive two or more inches of snow accumulation. If a parking ban is in effect, it will appear on the City's website www.cityofnewburyport.com. To receive email notifications, go to the city website and select the "Notify Me" tab on the homepage and sign up. In addition, fifteen (15) flashing blue lights will be activated throughout the city, typically 6 hours in advance before a declared snow emergency. The locations of these beacons are:

March's Hill at Bromfield St.

Route 113 @ Park and Ride

Graf Rd at Low St

Route 113 at Artichoke

Water St. at Shandel Dr.

Market Square

Griffin House at Atkinson Common (3 Roads)

Malcolm Hoyt Dr. at Parker St.

High St. at State St.

Route 1 Rotary and State St.

Route 1 at Merrimac St.

Merrimac, Moseley and Spofford (Roundabout)

Storey Ave. (113 East) at 95 South Ramp Entrance

Green St. at Merrimac St

Turkey Hill at Hale St.

You may also contact The Department of Public Services Weather Event and Emergency Information Line at 978-463-0472 to find out the status of the parking ban. Parking regulations are strictly enforced to ensure that streets remain accessible for snowplows, Fire apparatus, and other emergency vehicles. **Any vehicle that impedes the snow removal process may be fined and towed at the owner's expense.**

Alternate Delegated Parking Areas:

The City of Newburyport offers alternative designated parking areas for on-street cars that include the following: Titcomb Street Parking Garage, Green Street Municipal Lot (except in areas posted no parking during snow emergency), Cushing Park (Washington Street), Waterfront Lots East and West, Hales Court Lot (corner of Hales Court and Prince Place), the Park and Ride Lot at 90 Storey Ave, and the State Street Lot (corner of Harris Street and State Street). All alternate delegated parking areas are park at own risk. In order for DPS to clear these lots, temporary parking bans and vehicle removal may be posted and announced on the City website, social media and Weather Event and Emergency Information Line at 978-463-0472. After snow removal is complete in a lot, lots will open for parking.

PLEASE NOTE: All vehicles must adhere to any parking regulation in the above listed lots within 12 hours following the cancellation of the snow emergency (weekends included) or vehicles are subject to fines.

SNOW EMERGENCY CANCELLATION INFORMATION may be obtained by checking www.cityofnewburyport.com or calling the Weather Event and Emergency Information Line at (978)-463-0472.

DPS will rescind the city-wide Snow Emergency parking restriction as soon as possible. The city-wide parking restriction will only be lifted when the DPS Director, Deputy Director or General Foreman determine that on- street parking will not cause a public safety issue to emergency response vehicles. DPS may seek advice from the City Marshal or Fire Chief to assist in making this determination.

On some narrow streets, the DPS may post temporary no parking signs after the snow emergency has been lifted in order to maintain a safe and adequate vehicle travel lane. Many of these streets are located in Wards 1, 2 and 3. DPS will evaluate these streets on a daily basis to see if these signs may be removed once the roadway has an adequate travel lane width.

Snow Plowing:

The following is a general description of how the Department of Public Services (DPS) clears snow from City streets.

Step 1. Pretreatment (1"-2" of accumulated snow)

When a snowstorm is predicted, DPS begins by pretreating all main and secondary roads prior to the storm starting. This serves two purposes: to keep traffic safely moving and to prevent the snow from bonding to the pavement. If the snow event is less than 2" inches of accumulated snow, DPS may halt salting operations once all of the roads have been pretreated and evaluate if additional treatment is required.

Step 2. Snow plowing/clearing (2" or greater)

Snow plowing begins when snow accumulates two (2) or more inches. Over 48 city and privately-operated snow clearing vehicles/equipment may be dispatched to respond to a snow plowing event. DPS crews and private contractors will continue to plow until the snow event ends. DPS will continue to monitor the conditions of the roadways and determine if additional snow clearing equipment is needed or if equipment may need to be reassigned to another section of the city.

Step 3. Post storm clean-up and clearing

Once the snow event has concluded, DPS conducts city-wide final snow clearing operations. This procedure includes one last round of snow clearing and placing salt to prevent freezing issues. General cleanup then occurs to make the roadways safe for vehicular and pedestrian traffic. Snow removal from corners, piles, etc. operation may take days or weeks, depending on total amount snow accumulation. DPS will prioritize this operation based on the following in order of importance.

1. Main streets and school routes are treated to achieve the safest possible conditions.
2. Secondary roads and major intersections are treated to improve safety.
3. Snow piles at intersections are removed from the corners to improve sight lines for existing vehicles.
Snow may be removed from narrow streets to improve the access for emergency and public service vehicles.
Snow removal is time consuming and labor intensive; the DPS Director or Deputy Director will prioritize these streets solely based on public safety.

SAFETY REMINDER: When driving, please stay 200 feet behind any snowplow and NEVER pass a plow truck. Snowplow operators do not have adequate visibility.

Sidewalks:

The removal of snow and ice from sidewalks is the responsibility of tenants, occupants and property owners. The City of Newburyport clears designated sidewalks following each storm, but only after all of the roads have been cleared. These sidewalks are in the downtown areas, surrounding schools and other city-owned property.

The City's Code of Ordinances ([Sec. 12-52](#)) requires tenants, occupants and property owners to remove snow and ice from their bordering sidewalks within six hours after the snow ceases to fall if it ceases to fall in the daytime and before 12:00 noon if it ceases to fall in the nighttime. If a property owner/occupant neglects to do so, he/she shall be subject to fine of \$50 per event. Violations of this section may be enforced by any Police Officer, Health Director or his/her designees.

Driveways

DPS tries to minimize the amount of snow that gets plowed across driveways, however, snow plows cannot "go around" driveways. Plow blades cannot be lifted as they pass by a driveway. Unfortunately, snow will be plowed into driveways during curb-to-curb plowing. You may wish to clear your driveway several times during the storm or wait until the storm and plowing activities have ended.

Snowplowing, shoveling, or throwing snow back onto the street when clearing driveways, yards, roofs or sidewalks is prohibited by City Ordinance [Sec. 12-7](#) and violators can be fined \$50.

Mailboxes, Fences & Shrubbery Damage

The City will not pay for damaged mailboxes, fences, and shrubbery **unless actual contact is made**. Residents should mark out such items in drift prone areas. Claims for these damages should be submitted to the Auditor's Office no more than 30 days to be considered for replacement or reimbursement at the City's option.

Notifications

All residents and business owners are strongly urged to sign up for announcements or urgent alerts from any or all City departments. On the City of Newburyport's website homepage, click on the large gray button that reads "Notify Me" to choose your notification preferences. Weather-related and other emergency notifications are provided by the City via news announcement posted to the website. If you are signed up for notifications, you will receive an e-mail alert letting you know that a new announcement has been posted by the city. This is especially useful in receiving the latest messages about parking restrictions and other information.

GPS Communications:

DPS has GPS units in all plowing vehicles allowing for accurate record keeping of time, location, fuel consumption, speed and safety. DPS and contracted plowing vehicles are all equipped with the units. The GPS units also help with making sure roads are cleared in a fair amount of time, helps alleviate damage claims to property and break downs.

Please note that this plan is always a work in progress. DPS learns from our experiences and technology changes, DPS may find different ways to conduct pretreatment, snow clearing and snow removal with greater efficiency and lower cost.

November 8, 2023

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

Mayor Reardon:

We, the City of Newburyport Affordable Housing Trust (the Trust), are writing to provide you with our thoughts and opinions regarding the redevelopment of the Brown School property at 42 Milk Street. As you know, this property, which has been vacant for close to a decade, represents a critical opportunity for the City to provide much needed affordable housing in our community. Given the Trust's mission to support, preserve, and create housing that is affordable to low- and moderate-income households in the City of Newburyport, and the critical nature of this opportunity, we feel it is appropriate for us to express our strong support for your office to, as expeditiously as possible, release a Request for Proposals (RFP) to the broader community of developers with expertise in historic adaptive reuse and affordable housing.

First, we would like to thank you and your staff for drafting and releasing a Request for Information (RFI) on adaptive reuse of the Brown School. We found it encouraging that four responses were received, which we believe substantiates both a general willingness by qualified developers to take on what will be a significantly challenging project and the potential for the project to include much needed affordable housing for our community. We are also encouraged that three out of the four respondents are well qualified in the field of developing affordable housing, and that two – the YWCA and Parent/Diamond/Urban Spaces – have experience successfully executing adaptive reuse redevelopment scenarios right here in Newburyport. **We feel that this momentum should not be squandered and that an RFP be issued for redevelopment of the property as soon as is practicably possible.**

Why the urgency for issuance of an RFP? In addition to not wanting to lose momentum as stated above, please consider the following:

1. There is potentially more developer interest beyond those who responded to the RFI. We know this because of feedback received from developers who were notified of the issuance of the RFI but chose not to respond. At least two of these developers noted that they would only respond to an RFP, not an RFI.
2. Per the timelines cited in the RFI responses received, after an appropriate developer is selected by the City, it could take up to four years to realize this project. A developer will need to at the very least, wait for the City to surplus and dispose of the property as well as potentially modify zoning to accommodate standards that exceed what is currently allowed under the Brown School Overlay, execute a purchase and sale agreement, line up financing (which is a particularly complex process when it comes to affordable housing), refine plans, and go through a local permitting process. This will take time, and therefore, we should get this process underway sooner than later.

3. The building ceased its use as a school and has been, for all intents and purposes, vacant for almost a decade. A vacant building with the documented presence of asbestos-containing materials, lead paint, PCBs in paint, and mold as documented in the Phase I and II Environmental Site Assessments performed by Credere Associates, is a liability for the City.
4. The City is losing money on this property given that it must maintain its security. The longer it stays vacant and unused, the more money we as taxpayers spend on it without seeing a return. The sooner we get it on the tax rolls, the sooner we can begin to realize some financial benefit from its reuse.
5. We are in the midst of a housing crisis (this is an issue statewide – not just in Newburyport) and very much need more affordable housing opportunities so that seniors can afford to remain living here.
6. Lastly, the community has painstakingly examined reuse of this property since 2014. Numerous subcommittees, ad-hoc committees, consultants, City Councilors, and a Mayor have come and gone since then. Abutters and other stakeholders throughout the city have been mined for feedback. It does not make sense to wait any longer.

As to whether the gym should be retained as part of any redevelopment of the property, the Trust does not take a position. With that said, **we do not feel that the retention of the gym should in any way hinder redevelopment of the property for affordable housing, or stand in the way of the property being redeveloped in general.** If the Administration feels that retention of the gym is in the best interests of the city, then we encourage an RFP that *rewards proposals* that demonstrate retention of the gym, *rather than requiring* it to be part of any qualified proposal. We received some very valuable feedback from the respondents of the RFI regarding the gym; notably:

1. The YWCA has a “...much lower confidence level that it [the Brown School] could be developed into 29 units of affordable housing,” which is the scenario it presented for the City retaining the gym.
2. The Diamond/Parent/Urban Spaces proposal contemplates eliminating the gym altogether in order to build approximately 32 market rate units in a separate building that would support the affordable units to be built in the Brown School building itself.
3. Atlantis Investments’ proposal calls for demolition of the gym and locker rooms.

In terms of zoning, the Trust is well aware that in 2019, the City adopted the Brown School Overlay, which allows for up to 20 units of senior affordable housing to be constructed at the site, regardless of whether the gym is retained. The Trust feels that this overlay will need to be amended in order to accommodate at least 29 senior affordable housing units, as proposed in one of the YWCA’s development scenarios. But it is important to note as well, that the YWCA indicates a low level of confidence in being able to make that scenario work, and certainly not without additional financial support coming from outside resources. Therefore, we feel that after selecting a preferred proposal resulting from an RFP process, it would be prudent to be prepared for a revision to zoning that

accommodates more units than what is currently allowed, or to likewise be prepared to engage in a “friendly 40B” process. The bottom line is, it is clear, based on the information received during this RFI process, that the development community is not able to support building only 20 units of affordable housing at the Brown School. Common sense dictates the same result if one considers that:

1. Inflation and cost escalation in labor and building materials is exceedingly high and only getting worse;
2. The cost of borrowing is also exceedingly high; and
3. Both removal of hazardous materials and historic adaptive reuse are, and always have been, expensive processes to undertake.

The City should also be prepared, to as soon as is feasibly possible, surplus and dispose of the Brown School property. Ideally, this would be done prior to issuance of an RFP in order to demonstrate to those who might submit proposals that the City is serious about moving forward with this process. Producing a response to an RFP is no small feat. It takes time, effort, and resources (both human and monetary) to develop a sound proposal that will respond to a project as complex as redevelopment of the Brown School for affordable housing. With that said, the Trust understands that current circumstances dictate that the City Council may not be willing to take such an action prior to issuance of an RFP. Therefore, we urge the Administration to prepare for this process and to pursue it once a favorable RFP proposal/response is identified.

In conclusion, the Affordable Housing Trust very much appreciates the Administration’s efforts to advance redevelopment of the Brown School property, and to do so with the intention of seeing it reused as affordable housing. Because of the complex nature of the project, the long amount of time already spent analyzing and discussing the property’s reuse, and the momentum we currently have coming out of the RFI process, we wholeheartedly encourage the Administration to issue an RFP for adaptive reuse of the Brown School for affordable housing. We do not want to see the gym held up as a distraction or non-negotiable piece of any proposed redevelopment, and we think the City needs to prepare to accommodate more affordable units on-site than what is currently allowed under the Brown School Overlay. The City should also develop a plan to surplus and dispose of the Brown School property, no later than just after a favorable RFP response is identified. Thank you for your consideration of these thoughts and comments.

Respectfully,

The City of Newburyport Affordable Housing Trust:

Susanne Cameron, Co-Chair
Madeline Nash, Co-Chair
Robert Currier
Brian Raiche
Drew Shapiro
Karen Wiener

TRANSFERS



CITY OF NEWBURYPORT FY 2024

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

TRANSFER/APPROPRIATION REQUEST

NOV 16 AM 11:44

Department: Mayor's Office

Submitted by: Sean R. Reardon, Mayor

Date Submitted: 11/13/2023

Transfer From:

Account Name:	General Fund Free Cash	Balance:	\$ 3,234,995.80
Account Number:	01-35910	Category:	\$ -
Amount:	\$550,527.37	Trans I/O:	\$ (149,880.20)

Why Funds Are Available:

The Massachusetts Department of Revenue certified Free Cash for FY2024 at \$3,384,876. 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:	Fire Boat Purchase	Balance:	\$ -
Account Number:	New Capital Account	Category:	\$ -
Amount:	\$550,527.37	Trans I/O:	\$ -

Why Funds Are Needed:

Replacement vessel for the fire boat that sank in June 2022. See attached memorandum.

Sean R. Reardon, Mayor:

Date: 11/6/2023.

Ethan R. Manning, Auditor:

Date: 11/6/2023

City Council Action:



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

To: President and Members of the City Council
From: Mayor Sean R. Reardon
Date: November 7, 2023
Subject: Purchase of SAFE 29-Foot Walk-Around Cabin Fire Boat

I am writing to request an appropriation of \$550,527 from available free cash to fund the purchase of a SAFE 29-foot walk-around cabin fire boat. This funding will cover the final cost of delivery to Newburyport from Washington State. Funding derives from an insurance settlement that the City received following the sinking of our previous fire boat in June 2022. The total insurance settlement amounted to \$574,000, with \$17,550 used for removal and towing expenses. As a result, a remaining balance of \$556,450 closed to free cash at year-end.

The deadline to secure this price and guarantee a delivery date for the fall of 2024 is December 7, 2023. However, we anticipate that the boat may arrive in time for the Yankee Homecoming Fireworks in 2024.

The SAFE 29 is a boat covered by a General Services Administration (GSA) contract, manufactured by SAFE Boats in Washington State. The full GSA quote is available [here](#). Government-set prices are effective from January, and we run the risk of facing a price increase if we do not finalize the contract before that date. Importantly, this manufacturer is the same one that recently delivered the harbormaster's patrol boat, and the cost falls within the amount recovered from insurance.

The need to replace the Fire Storm 32, which sank in June 2022, is evident. Newburyport has nine marinas, a city-owned dock capable of accommodating boats up to 200 feet in length, a gas dock, and Massachusetts' busiest boat ramp located at Cashman Park. Additionally, we have miles of river and oceanfront, along with several islands within our jurisdiction. Fighting fires in many of our waterfront buildings, bars, and restaurants is only feasible from the water. We estimate the collective value of over 1,500 boats on docks or moorings to be at least \$500 million. Some of the transient boats at the City docks are valued at over \$30 million.

Chief Bradbury established a committee within the Fire Department, in collaboration with input from the Harbormaster. We have concluded that the SAFE 29-footer is the best-suited fire boat for our diverse needs. This will be the third SAFE Boat in the city, and it has demonstrated a strong track record.

We reached out to a total of four GSA-registered companies and received responses from three; all quotes received ranged from \$500,000 to \$580,000. After consulting with several fire

chiefs in Florida and Texas, we are confident that this boat is the right choice for our department.

Over the past year, we have had four incidents of boat fires, including a fishing party boat, a boat at a marina, one boat on the city docks, and one off Salisbury Beach. During this period, the entire area was covered by Salisbury's 25-foot SAFE Boat, which boasts a pump rated at 350 gallons per minute. The SAFE 29, with a pump rated at 500 gallons per minute, is expected to meet our requirements, although this represents the minimum standard.

The boat will be staffed as it has been in the past: one engine will respond to the reported address with the ladder truck, while another engine will respond to Cashman Park with three firefighters to operate the boat. Overtime expenses will be consistent with those incurred during any house fire. Boat training will be conducted during regular shifts, eliminating the need for additional overtime costs. It's worth noting that many of our firefighters can operate the boat with minimal training. The boat will only be staffed for specific details on days such as the Yankee Homecoming Fireworks and anti-terrorism training in Gloucester.

Maintenance costs are anticipated to be minimal. The boat is trailer-mounted, eliminating costs associated with launching or hauling. During the winter, the boat will be stored indoors, obviating the need for shrink wrapping. Our projected annual costs are expected to fall between \$2,000 and \$3,000, covering maintenance of the two outboard engines and fuel expenses.

Finally, this fire boat plays a crucial role in protecting our boating community. It is used to respond to boating fires, drownings, grass fires on our islands, oil spills in our river, and is an active member of the anti-terrorism task force that trains annually out of Gloucester. It also responds to mutual aid requests as far away as Haverhill or Kittery, Maine.

It's essential to note that the US Coast Guard does not provide firefighting services for fires on boats other than their own. Newburyport's Fire Department has clear use cases for this necessary piece of equipment, and they have worked with the City's finance and purchasing staff to select the right model through the proper process. We are happy to answer any other questions you have about this request.

Thank you for your consideration.



CITY OF NEWBURYPORT FY 2024

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

TRANSFER/APPROPRIATION REQUEST

Department: Mayor's Office

Submitted by: Sean R. Reardon, Mayor

Date Submitted: 11/13/2023

Transfer From:

Account Name:	General Fund Free Cash	Balance:	\$ 3,234,995.80
Account Number:	01-35910	Category:	\$ -
Amount:	\$280,978.00	Trans I/O:	\$ (149,880.20)

Why Funds Are Available:

The Massachusetts Department of Revenue certified Free Cash for FY2024 at \$3,384,876. 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:	General Fund Budget Reserve	Balance:	\$ -
Account Number:	01-32801	Category:	\$ -
Amount:	\$280,978.00	Trans I/O:	\$ -

Why Funds Are Needed:

An appropriation from Free Cash is recommended to defray a portion of the property tax increase for fiscal year 2024.

Sean R. Reardon, Mayor:

Date:

11/7/2023

Ethan R. Manning, Auditor:

Date:

11/7/2023

City Council Action:

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 NOV - 7 P 2:30

APPOINTMENTS
FIRST READING



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 NOV -1 P 3:00

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

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: November 13, 2023
Subject: Re-Appointment

I hereby re-appoint, subject to your approval, the following named individual as a member of the Emma L. Andrews Library and Community Center Commission. This term will expire on December 15, 2025.

Susan Chase
44 Oak Street
Newburyport, MA 01950

Susan Chase
44 Oak Street
Newburyport, MA 01950

Education: Newburyport High School, Class of 1971
Cornell College, BSS in English, History, Education 1975
Salem State, M.Ed in school library Media, 1995

Work: Librarian at the Rupert Nock Middle School, 1988 - 1997
Librarian at The Governor's Academy, 1997 – retiring June 4, 2021

Volunteer: Librarian at Emma Andrews Library and Community Center
Former Chair of Emma Andrews Library and Community Center Commission

Professional organizations: Massachusetts Library Association
Massachusetts School Library Association
Cooperative Library Association of Greater Boston
New England School Library Association

Cultural organizations: Museum of Old Newbury
Maritime Society
Sons and Daughters of First Settlers of Old Newbury
Newburyport Garden Club
Daughters of the American Revolution
Jane Austen Society of North America



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 NOV -1 P 3:25

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

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: November 13, 2023
Re: Re-Appointment

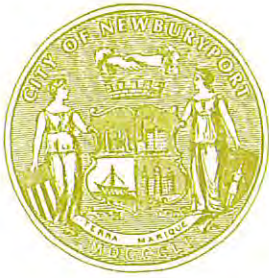
I hereby re-appoint, subject to your approval, the following named individual as a member of the Emma L. Andrews Library and Community Center Commission. This term will expire on December 15, 2026.

Aine Greaney Ellrott
43 Purchase Street
Newburyport, MA 01950

AINE GREANEY

Áine Greaney is an Irish-born author who now lives in Massachusetts. In addition to her five books, her essays and stories have appeared in Creative Nonfiction, NPR/WBUR, The Boston Globe Magazine, The New York Times, Salon, Litro, The Wisdom Daily and other outlets. Greaney's awards and shortlists include a citation in "Best American Essays" and a Pushcart Prize nomination.

Áine has led creative and expressive writing workshops at various venues, colleges and conferences, including the Writers Digest Conference, Emerson College, The Cape Cod Writers Conference and The Examined Life Conference. She currently teaches at the Pioneer Valley Writers Workshop and the Narrative Medicine Certificate Program at Baypath University. Her website is at www.ainegreaney.com.



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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 NOV -1 P 3:25

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

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: November 13, 2023
Re: Re-Appointment

I hereby re-appoint, subject to your approval, the following named individual as a member of the Emma L. Andrews Library and Community Center Commission. This term will expire on December 15, 2026.

Elizabeth Valeriani
29 Oak Street
Newburyport, MA 01950

29 OAK ST. NEWBURYPORT, MA 01950
508 284 3589: MVALERIANIJR@HOTMAIL.COM

ELIZABETH VALERIANI

OBJECTIVE

To continue serving on the Emma L. Andrews Library and Community Center Commission

PROFESSIONAL EXPERIENCE

Educator

- 1999-2007 Malden Catholic High School. French 1-AP
- 1993-1996 Franklin Pierce University French I several semesters
- 1989-1993 G.W. Brown School FUNDamental French after school
- 1977-1994 French tutoring at home
- 1977-1980 substitute teaching at Woburn High School and Pentucket
- 1984-1985 Cashman School Amesbury After School French Program
- 1965-1969 Amesbury High School French 1-4
- 1964-1965 Tewksbury Junior High French
-

LIBRARY VOLUNTEER EXPERIENCE

- To present Member of the Emma L. Andrews Library and Community Center Commission
- 1980 to present Member of Newburyport Public Library Board of Directors
- 1970's to present As a member, and as president for 20 years, of the Emma Andrews Association, I have worked on fundraising to expand programs and award scholarships. The Emma Association currently provides volunteers who run all programs, staff the circulation desk and make book purchases.

EDUCATION

May 1996 Northern Essex Community College Associate Degree
June 1977 Boston College M.A. in French Literature with Distinction
1960-1964 Boston College B.S.Ed. cum laude



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR

SEAN R. REARDON, MAYOR

60 PLEASANT STREET - P.O. Box 550

NEWBURYPORT, MA 01950

978-465-4413 PHONE

MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council

From: Sean R. Reardon, Mayor

Date: November 13, 2023

Subject: Re-Appointment

I hereby reappoint, subject to your approval, the following named individual as a member of the Emma L. Andrews Library and Community Center Commission. This term will expire on December 15, 2025.

Virginia R. Champi
84 Purchase Street
Newburyport, MA 01950

October 17, 2017

Donna Holaday, Mayor
City Hall
Pleasant Street
Newburyport, MA

Dear Mayor Holaday,

Recently I was asked by Donna Conway to serve on the Emma Andrews Library Commission for the city. I would be glad to serve on this committee.

My personal involvement with this library goes back to the early 90s when I was hired to be its librarian by Dottie LaFrance. At that time I worked shifts at both the Emma Andrews Branch and the downtown Library. While there I was the only employee that was responsible for running the Emma library. This job included circulation at the library desk, selecting and purchasing books, running story hours, keeping records and attending meetings of the Andrews Branch Improvement Association. I took this job very personally, even to the extent of shoveling snow when no one else showed up to do that in order to keep the library open.

When Dottie LaFrance offered me the position of Children's Cataloging Librarian at the main library in 2001, I gladly accepted the position. Although I was no longer the Emma librarian, I did continue to be very involved at the Emma Library. I became the treasurer of the association and a member of the board and also worked on every fundraising activity. When the Emma Andrews Library became independent from the main library, I also continued to be an active member of the board.

I retired from the main library in 2012 but I still work there as a substitute librarian.

Because I only live a stone's throw from the Emma library, I still keep my eye out for the little library from my kitchen window. I feel it is an important and beloved institution in the South End Community.

Hopefully this letter will also serve as my resume regarding the Commission position as it entails all my experience at the Emma Andrews Library and my willingness to maintain its importance in the community.

I appreciate your consideration of this application.

Sincerely,

Virginia R. Champi



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR

SEAN R. REARDON, MAYOR

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 NOV -2 P 1:36

60 PLEASANT STREET - P.O. Box 550

NEWBURYPORT, MA 01950

978-465-4413 PHONE

MAYOR@CITYOFNEWBURYPORT.COM

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: November 13, 2023
Subject: Appointment

I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on December 15, 2026.

Laura Thibault
8 Kent Street
Newburyport, MA 01950

September 20, 2023

Mayor Sean Reardon
Office of the Mayor
60 Pleasant Street
P.O. Box 550
Newburyport, MA 01950

Attention: Christine Jackson, Executive Assistant to the Mayor

Dear Mayor Reardon,

I am writing to express interest in the volunteer openings on the Newburyport Cultural Council. I moved to Newburyport in June, 2022 and have since been considering ways to become involved in the community. Your call for volunteers caught my attention and after learning more about the mission of the Massachusetts Cultural Council and our local Cultural Council, I would welcome the opportunity to become involved and lend my skills to further this important work.

In particular, my skills in grant writing as a nonprofit leader for many years as well as grant application review through my prior volunteer role on the New Hampshire Women's Foundation Grant Review Committee may be of help for the Council.

Additionally, my strong interest and commitment in ensuring that a wide range of cultural experiences are accessible for all members of Newburyport would lend well to this Council.

I would welcome the opportunity to discuss my interest further.

Sincerely,
Laura Thibault
8 Kent Street, Newburyport, MA 01950
603-254-3341

Laura Thibault
8 Kent Street, Newburyport, MA 01950
603-254-3341
LJThibault@gmail.com

Summary

Dedicated to building capacity through comprehensive fiscal management, strategic planning, staff and leadership development, communications and event planning.

Work Experience

Chief Finance Officer
Director of Special Events
Civix Strategy Group 2015 - Present

Responsible for comprehensive fiscal management and legal compliance for a wide range of clients, including nonprofit, for profit and political organizations.

Civix Strategy Group is a full-service consulting firm helping our clients to build and run high impact campaigns and initiatives to make the world a better place. Our clients include foundations, advocacy groups, non-profit organizations, and labor unions.

Previous Work Experience

10+ years experience leading state based nonprofit organizations in New Hampshire. See [LinkedIn profile](#) for more details.

Previous Volunteer Experience

Board of Trustees, Kingston Community Library	2019 - 2021
Board of Directors, New Hampshire Women's Foundation	2014 - 2017
Founder, Support SAU17	2016 - 2018

END OF CONSENT AGENDA

BEGINNING OF REGULAR AGENDA

COMMUNICATIONS

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 NOV -8 A 10:10 el.

Fax.

2023 NOV -6 A 8:32

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

NAME OF EVENT: NEWBURYPORT ROTARY SANTA PARADE

Date: 11-26-23 Time: from 3:00 to 4:30

Rain Date: NONE Time: from _____ to _____

2. Location*: OLDIES MARKET WATER STREET

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

3. Description of Property: _____ Public _____ Private _____

4. Name of Organizer: NEWBURYPORT ROTARY City Sponsored Event: Yes _____ No ☒

Contact Person MARK AUDETTE

Address: 14 FIRST STREET SALISBURY Telephone: 978-270-4834

E-Mail: MARK56@COMCAST.NET Cell Phone: _____

Day of Event Contact & Phone: MARK 978-270-4834

5. Number of Attendees Expected: 1,000

6. MA Tax Number: _____

7. Is the Event Being Advertised? YES Where? CHAMBER AND DAILY NEWS

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

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

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

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

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

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

Performers _____ Dancing _____ Amplified Sound _____ Stage YES

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

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

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

If no:

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: CITY

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE ☒

ROAD RACE ☐

WALKATHON ☐

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

NEWBURYPORT ROTARY AND CHAMBER

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

MARK AUDETTE 978-270-4834

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

4. Date of Event: 11-26-23 Expected Number of Participants:

5. Start Time: 3:00 Expected End Time: 4:30

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

7. Locations of Water Stops (if any):

8. Will Detours for Motor Vehicles Be Required? ☒ If so, where? WATER/CENTER ST

9. Formation Location & Time for Participants: MERRIMACK/GREEN ST.

10. Dismissal Location & Time for Participants:

11. Additional Parade Information:

• Number of Floats: 0

• Locations of Viewing Stations: 0

• Are Weapons Being Carried: Yes ☐ No ☒

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

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

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

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

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

DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval Required	Date: _____	Signature _____
_____	1. Special Events:	_____
_____	2. Police:	_____
	Is Police Detail Required: _____	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation:	_____
_____	4. ISD/Health:	_____
_____	5. Recycling:	_____
_____	6. ISD/Building:	_____
_____	7. Electrical:	_____
_____	8. Fire:	_____
	Is Fire Detail Required: _____	# of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$ _____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Parks Department:	_____
_____	11. License Commission	_____

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

Signed: _____

Date: _____

11-8-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008		CONTACT NAME: Gallagher Service Center PHONE (A/C No. Ext): 1-833-3ROTARY E-MAIL ADDRESS: rotary@ajg.com FAX (A/C No): 630-285-4062	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westchester Surplus Lines Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 899307648	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		G73578917 002	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			G73578917 002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER The City of Newburyport 60 Pleasant Street Newburyport, MA 01950 Rotary Club of Newburyport PO Box 831 Newburyport, MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ORDERS



ORDR00505_11_13_2023

CITY OF NEWBURYPORT
GIFT ACCEPTANCE FORM

Ordered, that, the City of Newburyport accepts the following grant in accordance with M.G.L. Chapter 44, Section 53A:

Date of Gift:	10/31/2023	
City Department:	DPS & School Department	
Staff Contact:	Steve Bergholm, School Facilities Director	
<i>Gift Overview</i>		
Gift Type:	Monetary	
Donor:	Friends of Newburyport Tennis, Institution for Savings, Gala Grove Corp (DBA The Joy Nest) and individual contributors (see attached) Website URL of donor (if available)	
Purpose: To design the addition of three tennis courts at the Nock Middle School. This funding supplements an application that is being submitted to the Community Preservation Committee to fund the full design cost. See attached letter.		
Gift Amount:	\$21,195.00	
<i>For Office Use Only</i>		
City Council Packet Date:	11/13/2023	
Emergency Measure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Councillor Sharif I. Zeid

October 31, 2023

Mayor Sean Reardon
60 Pleasant Street
Newburyport, MA 01950



Dear Mr. Mayor,

The informal group known as the Friends of Newburyport Tennis is pleased to present the City of Newburyport with a gift of \$21,195. These funds have been collected from our generous community for the express purpose of contracting Chris Huntress of Huntress and Associates to start the design process of **adding three additional tennis courts to the Nock Middle School.**

The Friends of Newburyport Tennis raised these funds from 100+ community members, including tennis enthusiasts, parents, friends, and local businesses. These funds demonstrate that there is strong community support for the need for additional tennis courts in Newburyport, and specifically at the Nock alongside the two courts that were renovated last summer. These additional three courts will help meet the demand for courts from the community at large, as well as for our students and athletes.

The City is planning to submit a grant application to the Community Preservation Commission in December asking for the full funding for this initiative. **The specific purpose of the funds raised by the Friends of Newburyport Tennis is to get the design work complete over the winter so that when the funding is received in the spring the City will be "shovel ready" once school gets out in June and work on the courts can begin.** We hope that these new courts will be operational by the summer of 2024.

The tennis community in Newburyport is strong and growing, and we are so grateful to the businesses and individuals that collectively raised the enclosed funds.

Sincerely,

Friends of Newburyport Tennis Steering Committee
Josh and Dana Bradshaw, Jill Gross, Nyla Lambert, Greg and Mariana Lynch, Mary Jane and Paul Mellet, and Rosemary Turgeon

Nock Middle School Tennis Courts Donation

Source	Amount
Friends of Newburyport Tennis	\$ 15,700.00
Institution for Savings Charitable Foundation Inc.	\$ 2,500.00
Gala Grove Corp/DBA The Joy Nest	\$ 1,145.00
Charles & Rosemary Turgeon	\$ 500.00
Michael & Tara Sullivan	\$ 500.00
Julio Fuentes & Teresa Pastore	\$ 300.00
John Bradshaw	\$ 300.00
Colden Tallman Charitable Account	\$ 250.00
Total Donation	\$ 21,195.00

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 13, 2023

THAT, the City of Newburyport adopts a **tax rate** of [\$] per thousand for the residential and open space (R&O) classes and [\$] per thousand for the commercial, industrial and personal property (CIP) classes for **fiscal year 2024**.

Councillor Sharif I. Zeid



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

To: President and Members of the City Council
From: Mayor Sean R. Reardon
Date: November 8, 2023
Subject: FY2024 Tax Rate Recommendation

Establishing the property tax rate is the final stage of our annual budget process, which allocates funds for the expenditures approved by the Mayor and City Council earlier this year. Our budget and forecasts for the upcoming year are based on taxation up to the levy limit provided by the state's Proposition 2½. I am pleased to report that we have a surplus of \$353,568¹, which does not need to be collected through taxes, thanks to City Council budget reductions, additional state aid, and higher-than-estimated new growth.

Recommendations

To fund the FY'24 adopted budget that totaled \$82,885,992 for the general fund, \$68,846,514² must be raised through the tax rate setting process. In order to fund that amount, we recommend that the City Council votes to:

1. Authorize the use of **\$280,978** in free cash to reduce the FY'24 tax rate.
2. Adopt a residential factor of **1.0** (no CIP shift).
3. Adopt a single tax rate of **\$9.97 per thousand dollars** for both the residential and open space classes, as well as the commercial, industrial, and personal property classes.

Why Use Free Cash?

Using \$280,978 in free cash will reduce the amount to be raised through taxes from \$68,846,514 to \$68,565,536. While it's not always possible to rely on free cash for tax funding, there are instances where it's justified. Last year, we had a historic free cash certification due to one-time revenue sources, allowing us to use \$706,177 to mitigate the tax rate. This year, using free cash will help fill the gap left by the significant amount of excess levy capacity for FY2023.

However, it's essential to be mindful that relying on free cash to balance the budget increases the burden on taxpayers in the following year. An increase that would typically be 3.0 to 3.5%

¹ Budgeted excess levy capacity of \$181,829, budget reductions of \$95,000, additional state aid of \$23,061 and higher-than-estimated new growth of \$226,467 less supplemental budget appropriation of \$172,789.

² FY'24 levy limit of \$69,200,082 less \$353,568 in available revenue.

becomes 4.0 to 4.5%, as we need to compensate for the untaxed amount from the prior year. Therefore, while I support using a moderate amount of free cash, I do not recommend larger allocations to set the tax rate, as it could lead to future challenges.

Why No Recommendation for a CIP Shift?

In Massachusetts, properties are grouped into two categories: residential and open space ("RO") and commercial, industrial, and personal property ("CIP"). State law allows for a "CIP shift," where more of the tax burden is shifted from RO to CIP properties. Last year, a 10% CIP shift was recommended to address an 18.3% increase in residential valuations, but it was not adopted by the City Council, leading to reduced tax bills for commercial and industrial properties.

For FY2024, the rate of increase in residential valuations has slowed to 13.6%, while assessments for commercial properties have grown by 6.1% (compared to 2.0% last year), and assessments for industrial properties have grown by 16.3% (compared to 3.9% last year). This means that tax increases are more evenly distributed among the classes, making a CIP shift potentially unfair to certain property classes. For this reason, we do not recommend a CIP shift for FY2024.

Conclusion

I deeply understand the impact of taxes on our community, particularly on those who are facing financial challenges and require support. I am also aware of the resources needed to provide essential public safety, services, and education that our residents expect from local government. It's important to highlight that new tax relief legislation has recently been signed into law by the governor. As a result, we will be actively reviewing these changes and may recommend related adjustments in the near future. I strongly believe that this year's tax rate proposal strikes a balance between supporting taxpayers and ensuring the city's fiscal stability.

Thank you for your time, review, and consideration.



City of Newburyport FY2024 Residential Factor & Tax Rate Proposal

November 2023

FY2024 Recommendations

That the City Council votes to:

1. Authorize the use of **\$280,978** in free cash to reduce the FY'24 tax rate.
2. Adopt a residential factor of **1.0** (no CIP shift).
3. Adopt a single tax rate of **\$9.97** per thousand dollars for both the residential and open space classes, as well as the commercial, industrial, and personal property classes.

FY2024 Total Valuation & Minimum Residential Factor

Class		Assessed Value	% of Total Valuation
Residential	1	6,166,884,624	89.7352%
Open Space	2	323,600	0.0047%
Total Classes 1,2 (R&O)		6,167,208,224	89.7399%
Commercial	3,7,8	386,604,576	5.6255%
Industrial	4	244,691,600	3.5605%
Personal	5	73,810,523	1.0740%
Total Class 3,4,5,7,8 (CIP)		705,106,699	10.2601%
Total All Classes		6,872,314,923	100.0000%

Max. Tax Rate ($\$69,200,082 / 6,872,314,923 \times 1000$)	\$10.06
Recommended Tax Rate	\$9.97
Maximum Share of Levy for CIP (CIP Shift = 1.5)	15.3902%
Minimum Share of Levy for R&O (CIP Shift = 1.5)	84.6099%
Minimum Residential Factor (MRF)	94.2834%

FY2024 Recommended Tax Levy

Recommended Single \$9.97/\$1000 Tax Rate



1.5% Increase (1.0% defrayed)

Proposition 2 ½ Levy Limit Calculation

	FY'24 Levy Limit	FY'24 Recommended	Difference
Prior Year Levy Limit	\$63,454,590	\$63,454,590	\$0
2 ½ % Increase	\$1,586,365	\$951,819	-\$634,546
New Growth	\$976,467	\$976,467	\$0
FY'23 Levy	\$66,017,422	\$65,382,876	-\$634,546
Excluded Debt	\$3,182,660	\$3,182,660	\$0
Total Tax Levy	\$69,200,082	\$68,565,536	-\$634,546

Offset by Available Revenue:

Budgeted Excess Levy Capacity	\$181,829
Budget Reductions	\$95,000
Additional State Aid	\$23,061
Supplemental Budget	-\$172,789
New Growth Over Estimate	\$226,467
Free Cash	\$280,978
Total Available Revenue	\$634,546

Free Cash / Excess Levy Capacity

	Use of Free Cash	Other Available Revenue	Excess Levy Capacity	Excess as a % of Maximum Levy
FY2014	\$320,374	\$29,476	\$349,850	0.7%
FY2015	\$332,237	\$26,119	\$358,356	0.7%
FY2016	\$345,466	\$5,945	\$351,411	0.7%
FY2017	\$0	\$3,051	\$3,051	0.0%
FY2018	\$373,762	\$12,336	\$386,098	0.7%
FY2019	\$0	\$326,531	\$326,531	0.6%
FY2020	\$0	\$45,317	\$45,317	0.1%
FY2021	\$0	\$869,029	\$869,029	1.4%
FY2022	\$0	\$639,637	\$639,637	1.0%
FY2023	\$706,177	\$232,875	\$939,052	1.4%
FY2024	\$280,978	\$353,568	\$634,546	0.9%



Recommended Single \$9.97/\$1000 Tax Rate

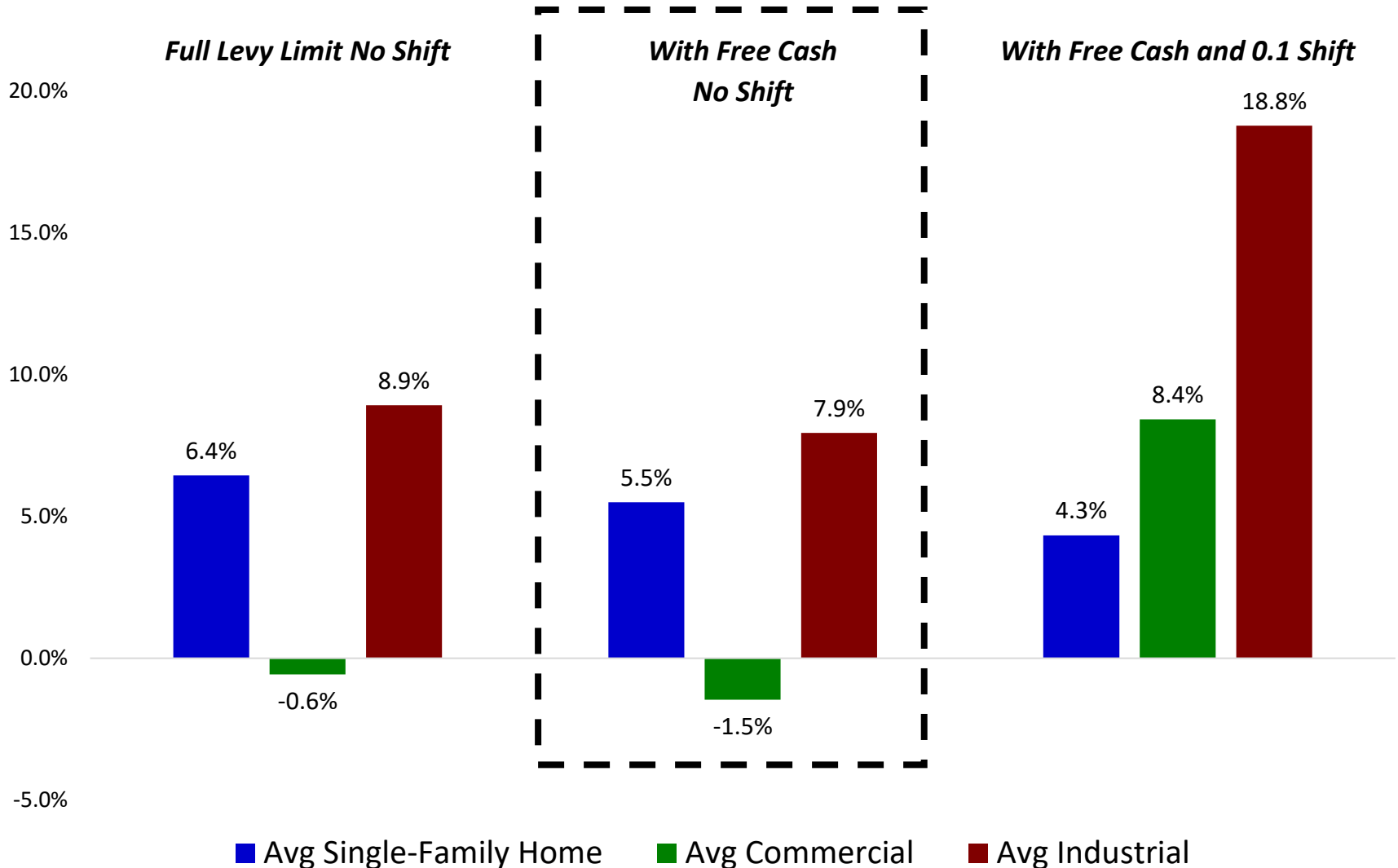
FY2024 Free Cash

7/1/2023 Balance	\$3,384,876
Prior Year Bills	\$21,395
Opioid Stabilization Fund	\$128,485
Fire Boat	\$550,527
Tax Rate	\$280,978
Total Transfers To-Date*	\$981,385
 Available Balance	 \$2,403,491
OPEB Trust Fund	\$95,000
Stabilization Trust Fund	\$50,000
Cash Capital	\$1,000,000
S&I/Overtime Contingency	\$300,000
Potential Needs	\$1,445,000
 Remaining Balance	 \$958,491

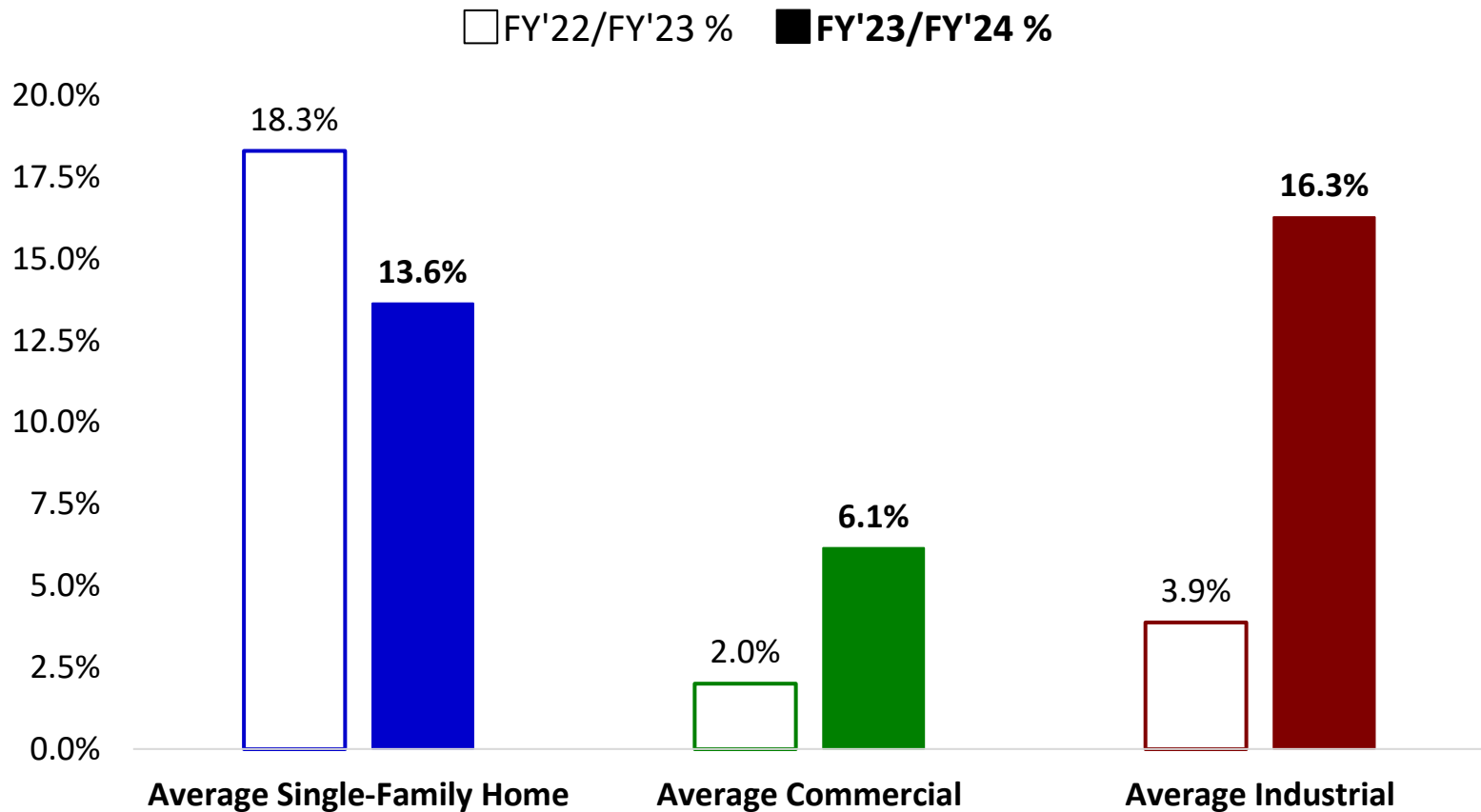
*Pending Approval

% Change in Tax Bill from FY2023 to FY2024

Recommended Single \$9.97/\$1000 Tax Rate



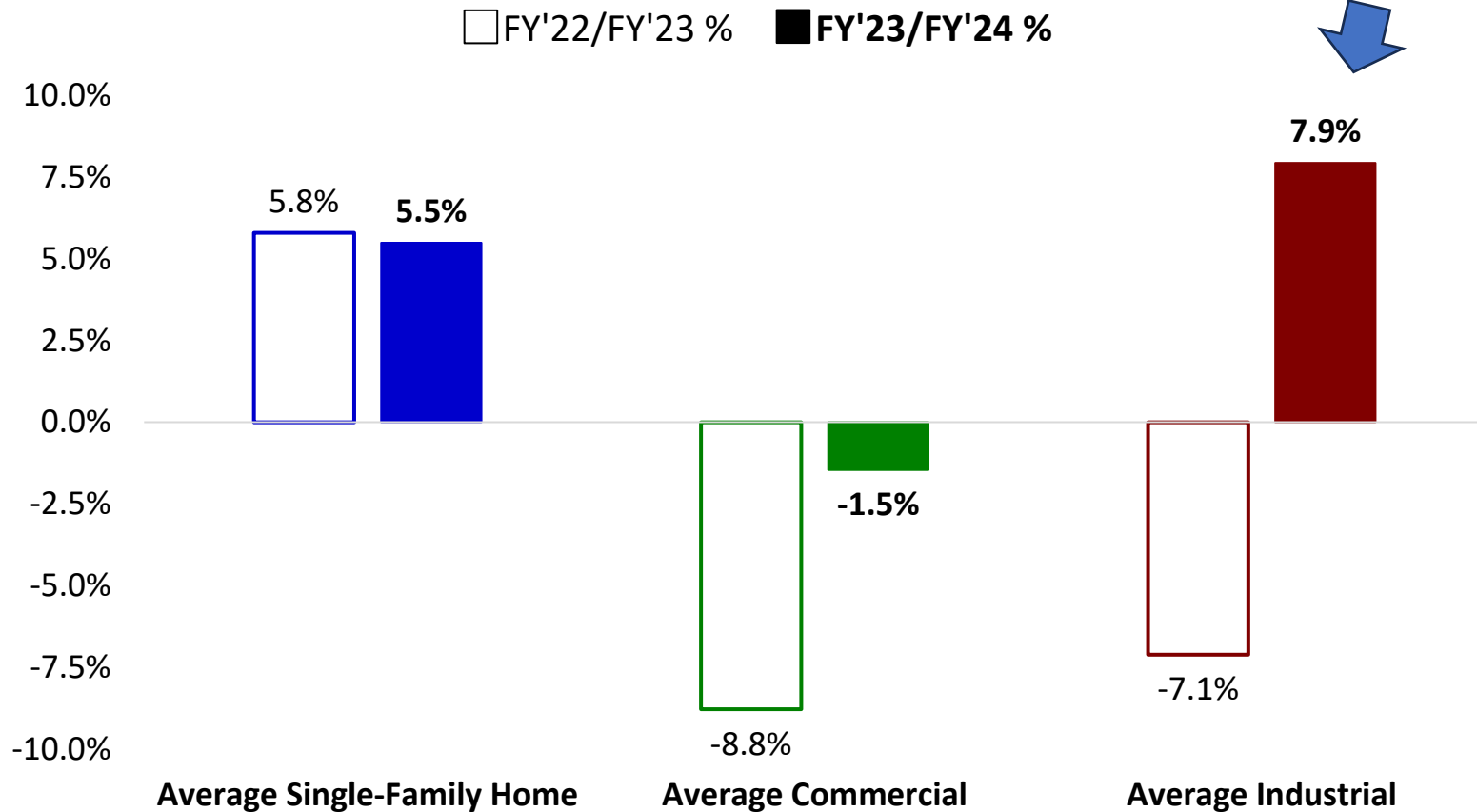
Change in “Average” Assessments



	FY'23 Assessment	FY'24 Assessment	\$ Change	% Change
■ Average Single-Family Home	830,500	943,800	113,300	13.6%
■ Average Commercial	1,351,300	1,434,400	83,100	6.1%
■ Average Industrial	2,303,300	2,678,200	374,900	16.3%

Change in "Average" Annual Tax Bills

**Recommended Single
\$9.97/\$1000 Tax Rate**



	FY'23 Tax Bill	FY'24 Tax Bill	\$ Change	% Change
■ Average Single-Family Home	8,920	9,410	490	5.5%
■ Average Commercial	14,513	14,301	-212	-1.5%
■ Average Industrial	24,737	26,702	1,964	7.9%

Residential-to-CIP Shift & Use of Free Cash FY2024 Tax Rate (Per Thousand)

Residential & Open Space (RO) Classes

FY2024 Tax Rate Per Thousand											Recommended Rate
\$ Foregone FY'24 Taxes:	\$158,636	\$317,273	\$475,909	\$634,546	\$793,182	\$951,819	\$1,110,455	\$1,269,092	\$1,427,728	\$1,586,365	
Use of Free Cash:	\$0	\$0	\$122,342	\$280,978	\$439,615	\$598,251	\$756,888	\$915,524	\$1,074,161	\$1,232,797	
% Defrayed											
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%
0.00	\$10.06	\$10.04	\$10.02	\$10.00	\$9.97	\$9.95	\$9.93	\$9.90	\$9.88	\$9.86	\$9.83
0.05	\$10.01	\$9.98	\$9.96	\$9.94	\$9.92	\$9.89	\$9.87	\$9.85	\$9.82	\$9.80	\$9.78
0.10	\$9.95	\$9.93	\$9.90	\$9.88	\$9.86	\$9.84	\$9.81	\$9.79	\$9.77	\$9.74	\$9.72
0.15	\$9.89	\$9.87	\$9.85	\$9.82	\$9.80	\$9.78	\$9.76	\$9.73	\$9.71	\$9.69	\$9.66
0.20	\$9.83	\$9.81	\$9.79	\$9.77	\$9.74	\$9.72	\$9.70	\$9.68	\$9.65	\$9.63	\$9.61
0.25	\$9.78	\$9.75	\$9.73	\$9.71	\$9.69	\$9.66	\$9.64	\$9.62	\$9.60	\$9.57	\$9.55
0.30	\$9.72	\$9.70	\$9.67	\$9.65	\$9.63	\$9.61	\$9.59	\$9.56	\$9.54	\$9.52	\$9.50
0.35	\$9.66	\$9.64	\$9.62	\$9.59	\$9.57	\$9.55	\$9.53	\$9.51	\$9.48	\$9.46	\$9.44
0.40	\$9.60	\$9.58	\$9.56	\$9.54	\$9.52	\$9.49	\$9.47	\$9.45	\$9.43	\$9.41	\$9.38
0.45	\$9.55	\$9.52	\$9.50	\$9.48	\$9.46	\$9.44	\$9.41	\$9.39	\$9.37	\$9.35	\$9.33
0.50	\$9.49	\$9.47	\$9.45	\$9.42	\$9.40	\$9.38	\$9.36	\$9.34	\$9.31	\$9.29	\$9.27

Commercial, Industrial & Personal Property (CIP) Classes

FY2024 Tax Rate Per Thousand											Recommended Rate
\$ Foregone FY'24 Taxes:	\$158,636	\$317,273	\$475,909	\$634,546	\$793,182	\$951,819	\$1,110,455	\$1,269,092	\$1,427,728	\$1,586,365	
Use of Free Cash:	\$0	\$0	\$122,342	\$280,978	\$439,615	\$598,251	\$756,888	\$915,524	\$1,074,161	\$1,232,797	
% Defrayed											
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%
0.00	\$10.06	\$10.04	\$10.02	\$10.00	\$9.97	\$9.95	\$9.93	\$9.90	\$9.88	\$9.86	\$9.83
0.05	\$10.57	\$10.54	\$10.52	\$10.50	\$10.47	\$10.45	\$10.42	\$10.40	\$10.37	\$10.35	\$10.33
0.10	\$11.07	\$11.05	\$11.02	\$11.00	\$10.97	\$10.94	\$10.92	\$10.89	\$10.87	\$10.84	\$10.82
0.15	\$11.57	\$11.55	\$11.52	\$11.50	\$11.47	\$11.44	\$11.42	\$11.39	\$11.36	\$11.34	\$11.31
0.20	\$12.08	\$12.05	\$12.02	\$12.00	\$11.97	\$11.94	\$11.91	\$11.88	\$11.86	\$11.83	\$11.80
0.25	\$12.58	\$12.55	\$12.52	\$12.50	\$12.47	\$12.44	\$12.41	\$12.38	\$12.35	\$12.32	\$12.29
0.30	\$13.09	\$13.06	\$13.03	\$13.00	\$12.97	\$12.94	\$12.91	\$12.88	\$12.85	\$12.82	\$12.79
0.35	\$13.59	\$13.56	\$13.53	\$13.50	\$13.46	\$13.43	\$13.40	\$13.37	\$13.34	\$13.31	\$13.28
0.40	\$14.09	\$14.06	\$14.03	\$14.00	\$13.96	\$13.93	\$13.90	\$13.87	\$13.83	\$13.80	\$13.77
0.45	\$14.60	\$14.56	\$14.53	\$14.50	\$14.46	\$14.43	\$14.39	\$14.36	\$14.33	\$14.29	\$14.26
0.50	\$15.10	\$15.06	\$15.03	\$15.00	\$14.96	\$14.93	\$14.89	\$14.86	\$14.82	\$14.79	\$14.75

Residential-to-CIP Shift & Use of Free Cash FY2024 Average Annual Tax Bill

Residential & Open Space (RO) Classes

AVG SINGLE FAMILY HOME

FY2024 Average Residential Tax Bill

FY'24 Value: \$943,800

Recommended Rate

\$ Foregone FY'24 Taxes:	\$158,636	\$317,273	\$475,909	\$634,546	\$793,182	\$951,819	\$1,110,455	\$1,269,092	\$1,427,728	\$1,586,365	
Use of Free Cash:	\$0	\$0	\$122,342	\$280,978	\$439,615	\$598,251	\$756,888	\$915,524	\$1,074,161	\$1,232,797	
% Defrayed	Every 0.25% defrayed saves approximately \$22/year for the average single-family home										
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%
0.00	\$9,495	\$9,476	\$9,457	\$9,438	\$9,410	\$9,391	\$9,372	\$9,344	\$9,325	\$9,306	\$9,278
0.05	\$9,447	\$9,419	\$9,400	\$9,381	\$9,362	\$9,334	\$9,315	\$9,296	\$9,268	\$9,249	\$9,230
0.10	\$9,391	\$9,372	\$9,344	\$9,325	\$9,306	\$9,287	\$9,259	\$9,240	\$9,221	\$9,193	\$9,174
0.15	\$9,334	\$9,315	\$9,296	\$9,268	\$9,249	\$9,230	\$9,211	\$9,183	\$9,164	\$9,145	\$9,117
0.20	\$9,278	\$9,259	\$9,240	\$9,221	\$9,193	\$9,174	\$9,155	\$9,136	\$9,108	\$9,089	\$9,070
0.25	\$9,230	\$9,202	\$9,183	\$9,164	\$9,145	\$9,117	\$9,098	\$9,079	\$9,060	\$9,032	\$9,013
0.30	\$9,174	\$9,155	\$9,127	\$9,108	\$9,089	\$9,070	\$9,051	\$9,023	\$9,004	\$8,985	\$8,966
0.35	\$9,117	\$9,098	\$9,079	\$9,051	\$9,032	\$9,013	\$8,994	\$8,976	\$8,947	\$8,928	\$8,909
0.40	\$9,060	\$9,042	\$9,023	\$9,004	\$8,985	\$8,957	\$8,938	\$8,919	\$8,900	\$8,881	\$8,853
0.45	\$9,013	\$8,985	\$8,966	\$8,947	\$8,928	\$8,909	\$8,881	\$8,862	\$8,843	\$8,825	\$8,806
0.50	\$8,957	\$8,938	\$8,919	\$8,891	\$8,872	\$8,853	\$8,834	\$8,815	\$8,787	\$8,768	\$8,749

Commercial, Industrial & Personal Property (CIP) Classes

AVG COMMERCIAL

FY2024 Average Commercial Tax Bill

FY'24 Commercial Value: \$1,434,400

Recommended Rate

% Defrayed											
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%
0.00	\$14,430	\$14,401	\$14,373	\$14,344	\$14,301	\$14,272	\$14,244	\$14,201	\$14,172	\$14,143	\$14,100
0.05	\$15,162	\$15,119	\$15,090	\$15,061	\$15,018	\$14,989	\$14,946	\$14,918	\$14,875	\$14,846	\$14,817
0.10	\$15,879	\$15,850	\$15,807	\$15,778	\$15,735	\$15,692	\$15,664	\$15,621	\$15,592	\$15,549	\$15,520
0.15	\$16,596	\$16,567	\$16,524	\$16,496	\$16,453	\$16,410	\$16,381	\$16,338	\$16,295	\$16,266	\$16,223
0.20	\$17,328	\$17,285	\$17,241	\$17,213	\$17,170	\$17,127	\$17,084	\$17,041	\$17,012	\$16,969	\$16,926

AVG INDUSTRIAL

FY2024 Average Industrial Tax Bill

FY'24 Industrial Value: \$2,678,200

Recommended Rate

% Defrayed											
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%
0.00	\$26,943	\$26,889	\$26,836	\$26,782	\$26,702	\$26,648	\$26,595	\$26,514	\$26,461	\$26,407	\$26,327
0.05	\$28,309	\$28,228	\$28,175	\$28,121	\$28,041	\$27,987	\$27,907	\$27,853	\$27,773	\$27,719	\$27,666
0.10	\$29,648	\$29,594	\$29,514	\$29,460	\$29,380	\$29,300	\$29,246	\$29,166	\$29,112	\$29,032	\$28,978
0.15	\$30,987	\$30,933	\$30,853	\$30,799	\$30,719	\$30,639	\$30,585	\$30,505	\$30,424	\$30,371	\$30,290
0.20	\$32,353	\$32,272	\$32,192	\$32,138	\$32,058	\$31,978	\$31,897	\$31,817	\$31,763	\$31,683	\$31,603

Residential-to-CIP Shift & Use of Free Cash

\$ Change in Annual Tax Bill From FY2023

Residential & Open Space (RO) Classes

AVG SINGLE FAMILY HOME

<u>\$ Change in Tax Bill from FY2023</u>				FY'23 Value: \$830,500		<u>Recommended Rate</u>						
				FY'23 Tax Bill: \$8,920								
\$ Foregone FY'24 Taxes:	\$158,636	\$317,273	\$475,909	\$634,546	\$793,182	\$951,819	\$1,110,455	\$1,269,092	\$1,427,728	\$1,586,365		
Use of Free Cash:	\$0	\$0	\$122,342	\$280,978	\$439,615	\$598,251	\$756,888	\$915,524	\$1,074,161	\$1,232,797		
% Defrayed	Defraying 1.0% saves \$85/year for the average single-family home compared to the maximum tax rate											
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	
0.00	\$575	\$556	\$537	\$518	\$490	\$471	\$452	\$424	\$405	\$386	\$358	
0.05	\$528	\$500	\$481	\$462	\$443	\$415	\$396	\$377	\$349	\$330	\$311	
0.10	\$471	\$452	\$424	\$405	\$386	\$367	\$339	\$320	\$301	\$273	\$254	
0.15	\$415	\$396	\$377	\$349	\$330	\$311	\$292	\$264	\$245	\$226	\$198	
0.20	\$358	\$339	\$320	\$301	\$273	\$254	\$235	\$216	\$188	\$169	\$150	
0.25	\$311	\$282	\$264	\$245	\$226	\$198	\$179	\$160	\$141	\$113	\$94	
0.30	\$254	\$235	\$207	\$188	\$169	\$150	\$131	\$103	\$84	\$65	\$47	
0.35	\$198	\$179	\$160	\$131	\$113	\$94	\$75	\$56	\$28	\$9	-\$10	
0.40	\$141	\$122	\$103	\$84	\$65	\$37	\$18	-\$1	-\$20	-\$38	-\$67	
0.45	\$94	\$65	\$47	\$28	\$9	-\$10	-\$38	-\$57	-\$76	-\$95	-\$114	
0.50	\$37	\$18	-\$1	-\$29	-\$48	-\$67	-\$86	-\$104	-\$133	-\$152	-\$171	

Commercial, Industrial & Personal Property (CIP) Classes

AVG COMMERCIAL

\$ Change in Tax Bill from FY2023				FY'23 Commercial Value: \$1,351,300							Recommended Rate	
% Defrayed			FY'23 Commercial Tax Bill: \$14,513									
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	
0.00	-\$83	-\$112	-\$140	-\$169	-\$212	-\$241	-\$269	-\$312	-\$341	-\$370	-\$413	
0.05	\$649	\$606	\$577	\$548	\$505	\$477	\$433	\$405	\$362	\$333	\$304	
0.10	\$1,366	\$1,337	\$1,294	\$1,265	\$1,222	\$1,179	\$1,151	\$1,108	\$1,079	\$1,036	\$1,007	
0.15	\$2,083	\$2,054	\$2,011	\$1,983	\$1,940	\$1,897	\$1,868	\$1,825	\$1,782	\$1,753	\$1,710	
0.20	\$2,815	\$2,772	\$2,729	\$2,700	\$2,657	\$2,614	\$2,571	\$2,528	\$2,499	\$2,456	\$2,413	

AVG INDUSTRIAL

\$ Change in Tax Bill from FY2023				FY'23 Industrial Value: \$2,303,300				Recommended Rate			
% Defrayed			FY'23 Industrial Tax Bill: \$24,737								
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%
0.00	\$2,205	\$2,152	\$2,098	\$2,045	\$1,964	\$1,911	\$1,857	\$1,777	\$1,723	\$1,670	\$1,589
0.05	\$3,571	\$3,491	\$3,437	\$3,384	\$3,303	\$3,250	\$3,169	\$3,116	\$3,035	\$2,982	\$2,928
0.10	\$4,910	\$4,857	\$4,776	\$4,723	\$4,642	\$4,562	\$4,509	\$4,428	\$4,375	\$4,294	\$4,241
0.15	\$6,249	\$6,196	\$6,115	\$6,062	\$5,982	\$5,901	\$5,848	\$5,767	\$5,687	\$5,633	\$5,553
0.20	\$7,615	\$7,535	\$7,455	\$7,401	\$7,321	\$7,240	\$7,160	\$7,080	\$7,026	\$6,946	\$6,865

Residential-to-CIP Shift & Use of Free Cash

% Change in Tax Bill from FY2023

Residential & Open Space (RO) Classes

AVG SINGLE FAMILY HOME

% Change in Tax Bill from FY2023											Recommended Rate
\$ Foregone FY'24 Taxes:	\$158,636	\$317,273	\$475,909	\$634,546	\$793,182	\$951,819	\$1,110,455	\$1,269,092	\$1,427,728	\$1,586,365	
Use of Free Cash:	\$0	\$0	\$122,342	\$280,978	\$439,615	\$598,251	\$756,888	\$915,524	\$1,074,161	\$1,232,797	
% Defrayed											
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%
0.00	6.4%	6.2%	6.0%	5.8%	5.5%	5.3%	5.1%	4.8%	4.5%	4.3%	4.0%
0.05	5.9%	5.6%	5.4%	5.2%	5.0%	4.6%	4.4%	4.2%	3.9%	3.7%	3.5%
0.10	5.3%	5.1%	4.8%	4.5%	4.3%	4.1%	3.8%	3.6%	3.4%	3.1%	2.8%
0.15	4.6%	4.4%	4.2%	3.9%	3.7%	3.5%	3.3%	3.0%	2.7%	2.5%	2.2%
0.20	4.0%	3.8%	3.6%	3.4%	3.1%	2.8%	2.6%	2.4%	2.1%	1.9%	1.7%
0.25	3.5%	3.2%	3.0%	2.7%	2.5%	2.2%	2.0%	1.8%	1.6%	1.3%	1.1%
0.30	2.8%	2.6%	2.3%	2.1%	1.9%	1.7%	1.5%	1.2%	0.9%	0.7%	0.5%
0.35	2.2%	2.0%	1.8%	1.5%	1.3%	1.1%	0.8%	0.6%	0.3%	0.1%	-0.1%
0.40	1.6%	1.4%	1.2%	0.9%	0.7%	0.4%	0.2%	0.0%	-0.2%	-0.4%	-0.7%
0.45	1.1%	0.7%	0.5%	0.3%	0.1%	-0.1%	-0.4%	-0.6%	-0.9%	-1.1%	-1.3%
0.50	0.4%	0.2%	0.0%	-0.3%	-0.5%	-0.7%	-1.0%	-1.2%	-1.5%	-1.7%	-1.9%

Commercial, Industrial & Personal Property (CIP) Classes

AVG COMMERCIAL

% Change in Tax Bill from FY2023											Recommended Rate
% Defrayed											
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%
0.00	-0.6%	-0.8%	-1.0%	-1.2%	-1.5%	-1.7%	-1.9%	-2.2%	-2.4%	-2.5%	-2.8%
0.05	4.5%	4.2%	4.0%	3.8%	3.5%	3.3%	3.0%	2.8%	2.5%	2.3%	2.1%
0.10	9.4%	9.2%	8.9%	8.7%	8.4%	8.1%	7.9%	7.6%	7.4%	7.1%	6.9%
0.15	14.4%	14.2%	13.9%	13.7%	13.4%	13.1%	12.9%	12.6%	12.3%	12.1%	11.8%
0.20	19.4%	19.1%	18.8%	18.6%	18.3%	18.0%	17.7%	17.4%	17.2%	16.9%	16.6%

AVG INDUSTRIAL

% Change in Tax Bill from FY2023											Recommended Rate
% Defrayed											
CIP Shift	0.00%	0.25%	0.50%	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%
0.00	8.9%	8.7%	8.5%	8.3%	7.9%	7.7%	7.5%	7.2%	7.0%	6.7%	6.4%
0.05	14.4%	14.1%	13.9%	13.7%	13.4%	13.1%	12.8%	12.6%	12.3%	12.1%	11.8%
0.10	19.8%	19.6%	19.3%	19.1%	18.8%	18.4%	18.2%	17.9%	17.7%	17.4%	17.1%
0.15	25.3%	25.0%	24.7%	24.5%	24.2%	23.9%	23.6%	23.3%	23.0%	22.8%	22.4%
0.20	30.8%	30.5%	30.1%	29.9%	29.6%	29.3%	28.9%	28.6%	28.4%	28.1%	27.8%

FY2017-FY2024 Historical Levy Limit & Annual Tax Rate

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>
Prior Year Levy Limit	\$47,847,641	\$49,834,938	\$52,014,405	\$54,300,695	\$56,390,995	\$58,726,600	\$61,029,959	\$63,454,590
2 ½ % Increase	\$1,196,191	\$1,245,873	\$1,300,360	\$1,357,517	\$1,409,775	\$1,468,165	\$1,525,749	\$1,586,365
New Growth	\$791,106	\$933,594	\$985,930	\$732,783	\$925,830	\$835,194	\$898,882	\$976,467
Levy Limit	\$49,834,938	\$52,014,405	\$54,300,696	\$56,390,995	\$58,726,600	\$61,029,959	\$63,454,590	\$66,017,422
Excluded Debt	\$3,192,620	\$3,166,609	\$3,178,737	\$3,165,464	\$3,171,545	\$3,171,735	\$3,167,680	\$3,182,660
Total Levy Limit	\$53,027,558	\$55,181,014	\$57,479,432	\$59,556,459	\$61,898,145	\$64,201,694	\$66,622,270	\$69,200,082
Total Assessed Value	\$3,942,342,529	\$4,132,346,602	\$4,369,487,756	\$4,634,824,144	\$4,828,252,824	\$5,292,427,743	\$6,115,755,868	\$6,872,314,923
Tax Rate	<u>\$13.45</u>	<u>\$13.26</u>	<u>\$13.08</u>	<u>\$12.84</u>	<u>\$12.64</u>	<u>\$12.01</u>	<u>\$10.74</u>	<u>\$10.06</u>
Excess Capacity*	\$3,051	\$386,098	\$326,532	\$45,317	\$869,029	\$639,637	\$939,052	\$64,594
Average Single Family Assessment	\$540,300	\$560,300	\$595,000	\$617,500	\$640,800	\$702,000	\$830,500	\$943,800
Tax Bill	<u>\$7,267</u>	<u>\$7,430</u>	<u>\$7,783</u>	<u>\$7,929</u>	<u>\$8,100</u>	<u>\$8,431</u>	<u>\$8,920</u>	<u>\$9,495</u>
Increase from Prior Yr	\$298	\$163	\$353	\$146	\$171	\$331	\$489	\$575
% Increase	4.3%	2.2%	4.8%	1.9%	2.2%	4.1%	5.8%	6.4%

*Excess levy capacity is never truly \$0 since the tax rate is rounded to two decimals

Historical Comparison for Average Single Family Home

Fiscal Year	Average Value	Tax Rate	Tax Bill	YoY Increase \$	YoY Increase %	FY'24 Funds Unappropriated	
2012	\$445,226	\$12.80	\$5,699	\$188	3.4%	Available Revenue	\$299,890.00
2013	\$438,272	\$13.32	\$5,838	\$139	2.4%	Supplemental Budget #1	(\$172,789.00)
2014	\$446,524	\$14.16	\$6,323	\$485	8.3%	New Growth Over Estimate	\$226,467.00
2015	\$501,800	\$13.34	\$6,694	\$372	5.9%	Net available to defray tax rate	\$353,568.00
2016	\$520,500	\$13.39	\$6,969	\$275	4.1%		
2017	\$540,300	\$13.45	\$7,267	\$298	4.3%		
2018	\$560,300	\$13.26	\$7,430	\$163	2.2%		
2019	\$595,000	\$13.08	\$7,783	\$353	4.8%		
2020	\$617,500	\$12.84	\$7,929	\$146	1.9%		
2021	\$640,800	\$12.64	\$8,100	\$171	2.2%		
2022	\$702,000	\$12.01	\$8,431	\$331	4.1%		
2023	\$830,500	\$10.74	\$8,920	\$489	5.8%		
2024	\$943,800	\$10.06	\$9,495	\$575	6.4%		

Maximum Prop. 2½ Tax Rate

Use of Free Cash to Defray Tax Increase (Before Shift)

For Average Single Family Home Assessed at \$943,800

% Increase	\$ Increase	Use of Free Cash	Tax Rate	Average Tax Bill	Savings	\$ Incr. From PY	% Incr. From PY	Foregone Taxes
2.50%	\$2,577,812	\$0	<u>\$10.06</u>	\$9,495	\$0	\$1,064	12.6%	\$0
2.00%	\$2,260,539	\$0	\$10.02	\$9,457	\$38	\$1,026	12.2%	\$317,273
1.50%	\$1,943,266	\$280,978	\$9.97	\$9,410	\$85	\$979	11.6%	\$634,546
1.00%	\$1,625,993	\$598,251	\$9.93	\$9,372	\$123	\$941	11.2%	\$951,819
0.50%	\$1,308,720	\$915,524	\$9.88	\$9,325	\$170	\$894	10.6%	\$1,269,092
0.00%	\$991,447	\$1,232,797	\$9.83	\$9,278	\$217	\$847	10.0%	\$1,586,365

Massachusetts Department of Revenue Division of Local Services

LA-4 Comparison Report for FY2024

Property Type	Description	FY 2023 Parcel Count	FY 2023 Assessed Value	FY 2024 Parcel Count	FY 2024 Assessed Value	Parcel Diff	Parcel % Diff	Assessed Value Diff	Assessed Value % Diff
101	Single Family	4,447	3,693,325,900	4,453	4,202,902,000	6	0.1%	509,576,100	13.8%
102	Condominiums	2,371	1,246,400,800	2,409	1,397,240,000	38	1.6%	150,839,200	12.1%
MISC 103,109	Miscellaneous Residential	20	35,606,100	22	35,781,600	2	10.0%	175,500	0.5%
104	Two - Family	271	235,152,700	270	247,875,400	-1	-0.4%	12,722,700	5.4%
105	Three - Family	53	47,372,200	50	49,617,100	-3	-5.7%	2,244,900	4.7%
111-125	Apartment	84	141,085,800	81	166,009,300	-3	-3.6%	24,923,500	17.7%
130-32,106	Vacant / Accessory Land	335	22,159,600	329	24,817,700	-6	-1.8%	2,658,100	12.0%
200-231	Open Space	10	274,300	10	323,600	0		49,300	18.0%
300-393	Commercial	365	325,191,700	375	346,799,900	10	2.7%	21,608,200	6.6%
400-442	Industrial	221	223,592,200	220	244,691,600	-1	-0.5%	21,099,400	9.4%
450-452	Industrial Power Plant	0	0	0	0	0		0	
CH 61 LAND	Forest	0	0	0	0	0		0	
CH 61A LAND	Agriculture	0	77,700	14	84,800	0		7,100	9.1%
CH 61B LAND	Recreational	0	0	0	0	0		0	
012-043	Multi-use - Residential	79	38,815,669	78	42,641,524	-1	-1.3%	3,825,855	9.9%
012-043	Multi-use - Open Space	0	0	0	0	0		0	
012-043	Multi-use - Commercial	0	37,991,431	0	39,719,876	0		1,728,445	4.5%
012-043	Multi-use - Industrial	0	0	0	0	0		0	
501	Individuals / Partnerships / Associ	420	6,116,741	435	6,914,166	15	3.6%	797,425	13.0%
502	Corporations	246	12,712,605	244	12,800,941	-2	-0.8%	88,336	0.7%
503	Manufacturing	0	0	0	0	0		0	
504	Public Utilities	2	42,683,274	2	44,975,180	0		2,291,906	5.4%
505	Centrally Valued Telephone	4	6,065,700	4	7,931,800	0		1,866,100	30.8%
506	Centrally Valued Pipelines	0	0	0	0	0		0	
508	Wireless Telephone	4	1,131,448	3	1,188,436	-1	-25.0%	56,988	5.0%
550-552	Electric Generating Plant	0	0	0	0	0		0	
EXEMPT VALUE	Exempt Property	241	461,741,600	240	510,406,000	-1	-0.4%	48,664,400	10.5%
Total Class 1	TOTAL RESIDENTIAL	7,660	5,459,918,769	7,692	6,166,884,624	32	0.4%	706,965,855	12.9%
Total Class 2	TOTAL OPEN SPACE	10	274,300	10	323,600	0		49,300	18.0%
Total Class 3	TOTAL COMMERCIAL	379	363,260,831	389	386,604,576	10	2.6%	23,343,745	6.4%
Total Class 4	TOTAL INDUSTRIAL	221	223,592,200	220	244,691,600	-1	-0.5%	21,099,400	9.4%
Total Class 5	TOTAL PERSONAL PROPERTY	676	68,709,768	688	73,810,523	12	1.8%	5,100,755	7.4%
Total Taxable	TOTAL REAL & PERSONAL	8,946	6,115,755,868	8,999	6,872,314,923	53	0.6%	756,559,055	12.4%

FY2024 Residential Assessments & Change in Tax Bill

Recommended Single \$9.97/\$1000 Tax Rate

Single Family Homes

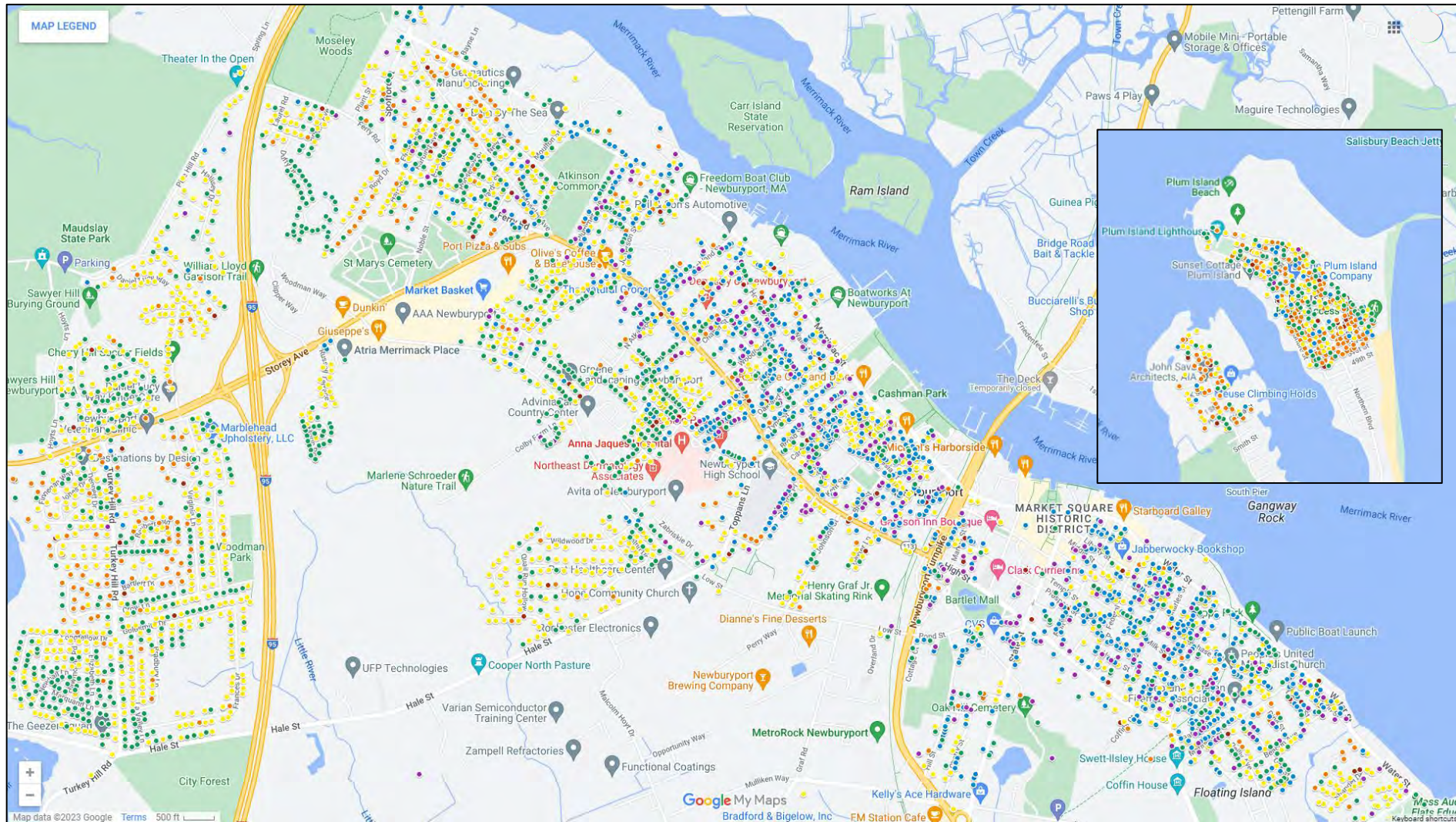


FY'24 Assessment	Count	Percentage	Avg % Chg Assessment	Avg % Chg Tax Bill
0-500K	61	1.4%	14.8%	6.6%
500K-750K	1,554	35.7%	13.4%	5.2%
750K-1M	1,374	31.6%	13.4%	5.3%
1M-1.25M	767	17.6%	14.1%	5.9%
1.25M-1.5M	297	6.8%	14.0%	5.8%
1.5M+	296	6.8%	14.7%	6.5%
Total	4,349	100.0%	13.8%	5.5%

Condos

FY'24 Assessment	Count	Percentage	Avg % Chg Assessment	Avg % Chg Tax Bill
0-500K	1,041	43.2%	10.5%	2.6%
500K-750K	834	34.6%	10.5%	2.5%
750K-1M	352	14.6%	14.1%	5.9%
1M-1.25M	109	4.5%	8.9%	1.1%
1.25M-1.5M	41	1.7%	12.2%	4.2%
1.5M+	32	1.3%	42.3%	32.1%
Total	2,409	100.0%	12.1%	4.1%

Change in Assessed Values (Single Family Homes) – FY2023 to FY2024



New Tax Reform Legislation

- \$1 billion tax reform package signed into law by Governor Healey on October 4, 2023:
 - Expands the Child & Family Tax Credit
 - Increases to Rental Deduction, Senior Circuit Breaker Tax Credit and Housing Development Incentive Program
 - Changes to the Estate Tax and Short-Term Capital Gains Tax
- Sections 2 and 3 of the Act relate to property taxes:
 - Section 2: Increases the maximum senior work off abatement program amount from \$1,500 to \$2,000
 - Section 3: Creates a new local option property tax exemption for residential unit owners who rent their units year-round to income qualifying persons at an affordable rate

Pending issuance of Informational Guideline Release (IGR). Both sections can take effect starting in FY2025.

Programs to Assist Senior Newburyport Homeowners Pay their Property Taxes exempt carrie/All exmpts

FY 2024	PROPERTY TAX RELIEF				WORK PROGRAMS	CPA
PROGRAM NAME	Surviving Spouse and Elderly Exemption Clause 17D	Exemption for the Blind Clause 37A	Elderly Exemption Clause 41C	Property Tax Deferral Clause 41A	Municipal Employment <small>Senior Property Tax Work Program</small>	Community Preservation Act
ASSISTANCE TYPE	Reduces local property tax liability for homeowner who meets qualifications	Reduces local property tax liability for homeowners who are Legally Blind.	Reduces local property tax liability of senior homeowner	Delays property tax liability by entering into a deferral & recovery agreement with the city	Provides supplemental income to help senior pay property tax	Removes local CPA liability for homeowner who meets qualifications
ELIGIBLE AGE	Surviving spouse: (any age), Senior 70 & older, minor children (less than 18)	All	65 & older	65 & older	60	Over 60 by # in household
INCOME LIMIT	none	none	Single: \$37,846 Married: \$56,770 <small>(Includes SS Income Deduction)</small>	\$64,000	Individual \$64,000 Head of household \$80,000 Married: \$96,000	1 Person: 104,500 2 Persons: 119,450 <small>Possible medical deduction</small>
ASSET LIMIT	\$67,538	none	Single: \$64,382 Married: \$88,513	A 3% annual interest & one time recording fee will be charged until passing or sale	none	none
ASSISTANCE AMOUNT	\$296 up to \$592	\$500 up to \$1,000	\$1,000 up to \$2,000	some or all of the tax	Total # of hours worked (up to 100) x state minimum wage = Tax Credit	Total
APPLICATION PROCEDURE	Senior files application at Assessor's Office, 978-465-4403	Senior files application at Assessor's Office, 978-465-4403	Senior files application at Assessor's Office, 978-465-4403	Senior files application at Assessor's Office, 978-465-4403	Senior files application at Council On Aging office, 978-462-0430	Senior files application at Assessor's Office, 978-465-4403
WHEN TO FILE	January - April 1st	January - April 1st	January - April 1st	January - April 1st	Apply @ Senior Center	January - April 1st
ADDITIONAL INFORMATION	Applicants aged 70+ must have owned and occupied the property for 5 years.	Applicant must be registered with the Massachusetts Commission for the Blind as of July 1 of the tax year. 1-800-392-6450	Applicant must have resided in Mass for the preceeding 10 years & owned and occupied the property for 5 years. Own & occupy July 1st	Applicant must have resided in Mass for the preceeding 10 years and owned and occupied the property for 5 years. Own & occupy July 1st	Applicants are expected to be the owner of the property for which they pay taxes, and be experiencing difficulty making the property tax payments due to limited financial resources.	Applicants must own & occupy, age & income as of January 1st
No corps or business*						

Visit <https://www.cityofnewburyport.com/assessor> for more information

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 13, 2023

THAT, the City of Newburyport adopts a **residential factor** of [] for **fiscal year 2024**.

Councillor Sharif I. Zeid

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 13, 2023

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
DPS-Water	John Spinale	\$1,071.70
	Total:	\$1,071.70

Councillor Sharif I. Zeid



ORDR00509_11_13_2023

CITY OF NEWBURYPORT
GIFT ACCEPTANCE FORM

Ordered, that, the City of Newburyport accepts the following grant in accordance with M.G.L. Chapter 44, Section 53A:

Date of Gift:	11/4/2023	
City Department:	DPS-Parks	
Staff Contact:	Kim Turner, Manager of Special Projects	
<i>Gift Overview</i>		
Gift Type:	In-Kind	
Donor:	Belleville Improvement Society Website URL of donor (if available)	
Purpose:	Belleville Improvement Society paid \$895.00 to APC Services, LLC out of Topsfield for work on the ceiling of the Atkinson Common Rock Tower. Work was completed while the contractor was mobilized for the restoration project funded by the Community Preservation Act.	
Gift Amount:	\$895.00	
<i>For Office Use Only</i>		
City Council Packet Date:	11/13/2023	
Emergency Measure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Councillor Sharif I. Zeid



IN CITY COUNCIL

ORDERED:

November 13, 2023

That the City Council of the City of Newburyport hereby establishes the following Rules and Regulations for the Public Art Committee pursuant to ODNC00157_06_12_2023 Section 125i.

Rules and Regulations

I. Introduction

A. Purpose

The Public Art Committee (PAC) is charged with studying the City's needs, possibilities, and resources in support of public art, and making recommendations to the City Council with respect to the acquisition, or creation and placement of said art.

B. Curatorial Vision

The Curatorial Vision for the City of Newburyport is to foster the creation and collection of artworks that reflect the people, ideas, histories, and futures of Newburyport. We seek public art that is driven by an artistically strong vision, enhances the diversity and equity of the existing collection, and possesses durability appropriate to the lifespan of the work.

C. Public Art in Newburyport

Public art is any artwork installed in a publicly accessible space where it can be experienced by everyone for free. It takes a wide range of forms, including murals, sculptures, memorials, architectural or landscape elements, and multi-media installations. The City of Newburyport recognizes the value of public art to its citizens and visitors. It is an important component of our civic and cultural fabric and an essential building block for engaging spaces that enliven the public realm, foster shared community interactions, celebrate our unique stories and collective history, and help create a unique identity for Newburyport. The City has always, and intends to continue to integrate a wide range of artworks reflecting diverse artistic disciplines and points of view into public locations throughout the community. In support of this goal, this document outlines the policies and processes that will facilitate the development of public art throughout the City. It provides a guide for City Departments, Boards and Commissions considering the placement of public art. To successfully implement this policy, City Department Heads should ensure that employees, as well as the Boards and Commissions they staff, are familiar with the procedures herein for proper compliance and execution. An FAQ for Artists (see Appendix A) is a condensed version of this document that is intended to help artists, cultural organizers

and other public art proponents who are interested in proposing public art works.

D. The Public Art Committee

On November __, 2023, the City Council adopted City Ordinance 157 6122023 creating the seven-member Newburyport Public Art Committee (PAC). The Public Art Committee (PAC) supports the commissioning, review, selection, acceptance, and care of art in public places. They aim to raise public awareness of the impact of public art and its cultural and economic contributions while establishing a diverse collection of public art that engages the community and encourages dialogue around public art. They also aim to identify and promote funding mechanisms to support public art, including grants, donations and specially designated funds. The end result of their efforts will provide a legacy of art and culture for future generations.

The Public Art Committee (PAC) holds public meetings as needed to review, discuss, and vote on matters concerning the City's public art collection. Meeting agendas are posted by the City Clerk's office at least 48 hours before the meeting. Constituents and stakeholders are encouraged to attend the PAC's public meetings and make comments on agenda items. Official votes will be conducted during the PAC's public meetings and the results will be recorded by the PAC in the meeting minutes. For a vote to take place, a quorum must be present. For a motion to pass, it must receive a majority of the votes of the Members present.

The PAC has exclusive authority to recommend approval and commissioning of artworks intended to be added to the City's collection or be placed on City property to the Mayor, subject to approval by the City Council. By centralizing the responsibility of the City's artwork to the PAC, the PAC acts as a transparent, independent entity that holds public meetings to vote on matters concerning the City's art collection. Members are nominated by their representative groups and appointed in accordance with provisions of the City Charter, and may serve for up to 3 years. The PAC is comprised of 7 members, including 2 members of the Newburyport Cultural Council, 1 member of the Newburyport Art Association, 1 local artist, 1 member of the Parks Commission, 1 City Staff and 1 representative from the Mayor's office.

E. Scope

This policy applies to all works of art that are commissioned, hosted, or displayed, including both temporary and permanent works, and meet all of the following criteria:

1. Funded in whole or in part through City funds or maintained by the City;
2. Sited on City property, building, or right-of-way;
3. Consistently accessible to the public.

F. Limitations

The policy does not extend to:

- A. Artworks on display within City offices or City buildings that have restricted public access or regulated access. This includes artworks acquired for the sole purpose of office adornment and not for overall public experience.
- B. Temporary exhibitions of artworks (such as gallery displays, booth displays at art festivals, individual artworks, or museum exhibits) displayed on City-owned or -managed property where the owner of such artwork has or intends to: retain ownership of the work or sell it; assume all responsibility associated with that display; remove it after an agreed upon duration has concluded.
- C. Public art on private property.

G. Applicability

The placement of public art on public property is a form of government speech and as such, is not subject to scrutiny under the Free Speech Clause. Therefore, the City has broad discretion to make decisions related to public art on public property. The City shall honor other local, state and federal laws that may apply. The City shall exercise final approval authority over all decisions regarding public art on City property.

H. Definitions (see also Glossary of Terms)

For the purposes of this policy, public art is defined as, but need not be limited to, unique, one-of-a-kind artwork conceived with its site in mind and of the following:

- A. Sculpture in the round, bas relief, mobiles, fountains, kinetic and electronic work in any approved material or combination of materials
- B. Paintings in all media, including oils and acrylics, that are portable or permanently affixed, such as murals
- C. Graphic arts, such as printmaking, drawing and banners
- D. Mosaics, including works executed in tile, glass, stone or other materials
- E. Crafts using clay, fiber and textiles, wood, metal, plastics, stained glass and other materials, both functional and ornamental
- F. Photography, including digital and traditional photographic print media
- G. Mixed media, which may include any combination of two- and three-dimensional forms of media, including collage
- H. Earth works, environmental installations and environmental art
- I. Ornamental or functional decorative elements designed by practicing artists or other persons submitting as artists, including design professionals who are not members of the City design team for the project
- J. Light-based or luminal art that is experiential, site-specific or installation-based work that explores optical phenomena or work composed of transmitted light, artificial or natural light sources, projections or sculpture that incorporates light sources as a major compositional and expressive element
- K. Sound art or media with primarily aural-based expressive elements, including electronic, audio media, found or experimental sound sources
- L. Video and animation, projected or displayed on a video monitor
- M. Portable art that may be displayed at locations other than a substantially permanent location or adjacent to the project site

For the purposes of this policy, the following are not considered public art:

- A. Directional elements, wayfinding, signage, color-coding (except where these elements are an integral part of the artwork.)
- B. Donor bricks and plaques
- C. Decorations
- D. Non-original works of art of all media, including reproductions
- E. Mass-produced standardized art objects such as playground equipment
- F. Public improvements for safety such as area or path lighting, protective railings, etc. (except where these elements are an integral part of the artwork)
- G. Landscape design or gardens (when used for decoration unless designed by an artist and are an integral part of the artwork)

I. Administration

The PAC holds a public informational hearing every fall to hear suggestions and proposals from applicants for submissions which will best serve the goals of the PAC and the interests of the City. The PAC then entertains project applications each winter and makes recommendations to the City Council in late spring.

PAC oversight and coordination of all works of public art acquired by the City of Newburyport, including their budgets and execution of contracts, are the sole responsibility of the Mayor's office. Staff member(s) designated by the Mayor will manage all operations and duties related to public art projects sited on or proposed for City of Newburyport property, including the maintenance of the public art collection.

J. Funding for Acquisitions

A. Sources of funding:

1. Special designated funds: From time to time, subject to appropriation, special funds may be established for the express purposes of commissioning works of art in accordance with the terms of this policy. For example, a special increment tax may be established by voters for capital projects with a portion assigned to public art.
2. Donated artwork or funds: Funds or works of art may be donated to the City in accordance with Section II.C. of this policy.
3. Public art maintenance funding: The funding to maintain and conserve acquired works of art, though not governed by this policy, is a critical component of the public art program. All applications must include details on the projected maintenance needs of the artwork. The PAC and City staff shall carefully consider the necessary time and funding to properly care for the collection under the terms found in Section IV of this policy.

K. About this Document

Our commissioning and review processes are iterative and will continue to evolve over time. We expect these policies and guidelines to change and welcome feedback on ways we can improve them. Changes to portions of this document that describe PAC reviews and approvals may be updated by the Public Art Committee for clarity and responsiveness to community needs.

II. Procedures for the acquisition of public artwork

A. Acquisition Priorities

The following priorities shall be used when considering acquisition of artwork by purchase, commission or donation. Additional priorities may be established at the discretion of the Public Art Committee (PAC) to meet the needs of individual projects.

1. Artistic aims, objectives and goals
 - What has the artist accomplished with the work and does it align with the proposed project goals?
 - Is the work relevant to the City, its values, culture and people and does it contribute to the fabric of the City? Is the work an integral component of the overall project?
 - Is the work of art appropriate for the community it serves?
2. Diversity and accessibility
 - Does the artwork reflect or advance the City's curatorial vision and policy of inclusivity?

- Does the artwork advance lesser-told or lesser-known stories, non-traditional imagery, diverse perspectives, and/or minority voices?
3. Placement/siting
 - What is the relationship of the work to the site? Is it appropriately scaled?
 - Will the work help to anchor and activate the site and enhance the surrounding area?
 - Will there be convenient public access to the site?
 - What are the utility requirements of the artwork?
 4. Fabrication, handling and installation
 - Are the projected costs accurate and realistic?
 - Have written estimates been obtained from qualified technical support and fabrication contractors?
 - Does a certain site present any special obstacles to installation?
 - Can the work easily be removed if necessary?
 5. Maintenance requirements
 - Is the work suitable for outdoor display or special indoor environments?
 - Are the materials durable and will they last? Does the work have a limited lifespan due to built-in obsolescence or any inherent weakness?
 - What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?
 - What are the artist's suggestions for protection of the work from vandalism?
 6. Liability and safety
 - Is any aspect of the work a potential safety hazard?
 - Will fencing or other types of security measures be required?
 7. Affordability
 - Is the artwork priced appropriately for the City?
 - How will the artwork impact the capacity for future acquisitions?

B. Approval and Development Process for Public Art Commissions

Public art projects shall be approved through the process outlined below. The proponent should review the City's existing collection of public art, the history of the proposed site, the current uses of the site, the community or communities who are regularly engaged with the site, and consider accessibility, future maintenance, and project longevity. Proponents should reach out to the PAC for guidance and information in the early stages of their design process.

Public art projects should be integrated into the selected site, with a preference for areas that are highly visible or highly impactful because of their cultural importance and their access to the public. Important considerations include how the artwork is physically integrated within the site and surrounding environment, how it responds to the public use of the space in which it resides, and how it compliments other public art projects in the immediate area. All artworks should be connected to their context, showing awareness of local cultures, histories, and the ways in which the community interacts with the project site.

Below is the recommended process for Public Art Commissions:

1. **Initial communication:** The proponent must first initiate communication with the City by submitting a signed letter of intent describing the project and its location.

2. **Project initiation & site selection:** The proponent shall submit a formal application (see Appendix B) to the PAC to approve the artwork design, at least one month in advance of necessary approvals, with the following information:
- contact information
 - a project description, including materials and dimensions
 - proposed project site
 - the property-owning department of the proposed project site
 - photos or drawings of the proposed artwork
 - details of the installation and/or deinstallation including any equipment required, as well as lighting and sound plans (if pertinent)
 - estimated cost and proposed funding source
 - call to Artists in the form of an RFP or RFQ, if required (see #2 below)
 - Artist resume and selected work samples
 - a maintenance plan, depending on the length and needs of the project
 - a project schedule including installation, programming and events if applicable, and deinstallation
 - insurance value and information
 - letters of support from community members or organizers, if available

The applicant shall review the application and scope of the project with the PAC, who will consult with appropriate City staff and the Mayor in order to provide guidance about approvals and permissions from other Boards, Offices, and Commissions that may be required. Approvals must be provided by the jurisdictional Board or Commission during this phase of the project. If the proponent is not self-funding the project, the PAT can assist in helping to identify funding sources for installation, understanding there is no current City fund specifically for public art projects. The Artist shall not begin fabrication until they have secured funding sufficient to cover 100% of all costs associated with the fabrication and installation of the artwork.

3. **Calls to Artists, Artist selection and Contracting:** Calls to Artists are required for Public Art projects with budgets over \$50,000 that are not initiated by an applicant that is currently working with an Artist or Artist group. Calls to Artists are the documents that describe the scope of the project and should provide Artists with everything they need to know to determine if they want to apply for a commission, including budget and schedule. Calls should be publicly accessible and shared with a wide variety of artists. The PAC shall advise the applicant in writing a Call to Artists. There is a sample Call to Artists in Appendix C of this document. For City-initiated public art projects, Calls to Artists are written by the PAC and must be advertised on the City website, Mayor's and NCC's social media accounts, and other public art platforms and listservs, and may be advertised in other places depending on the source of funding. A non-City entity proposing public art on City land, regardless of budget, shall consult with the City prior to sending out an RFP.

The primary metrics for Artist selection are the priorities outlined in the Call to Artists and the PAC Acquisition Priorities (Section II.A.). For City-Initiated public art projects, the PAC members review and rate each proposal independently, then meet publicly to review a select number of proposals that fit the priorities. At that meeting, they may select up to three finalists for interviews by the Public Art Committee. During a public meeting, the PAC may deliberate, before voting, on which Artist or team to recommend to the Mayor for execution of a contract. Once awarded a contract, the Artist or Artists will move forward to create their design proposal. If the PAC does not approve any of the Artists who answer the call, the Call to Artists may be re-issued and a new selection

process begun. The City of Newburyport, as in all contracts, RFPs, RFQs, and other Calls, retains the ability to not select any applicant for a Call to Artists or to reissue the Call to Artists for that project.

It is the sole authority of the Mayor, subject to appropriation by the City Council, to provide final approval of the PAC's selection of an artist, and direct staff to proceed with a contract. All contracts for the execution of artworks commissioned by the City of Newburyport shall be made by the Mayor. Commissioning Agreements and other contract appendices are written, reviewed, and negotiated by the City Solicitor, at the request of the Mayor. Depending on the funding mechanism, contracts and Artist Review processes may be subject to state (M.G.L. Chapter 30B, Section 2) and local procurement law in addition to the requirements of this policy. A sample commissioning agreement is included in Appendix D. Project deliverables and payment schedules, agreed upon by the PAC, the Artist or Artist Team, the Mayor and City Solicitor, will be included in the contract documents.

For non-City-initiated public art projects, the City may contract with the applicant, similar to City-initiated projects. If the applicant is already working with a funder and has a contract for the artwork, the City may instead request an MOU with the applicant, the funder, or both. Each project is unique and the legal agreements will be specific to that project, but the agreements should align with the requirements outlined in this document, clearly define each party's roles and responsibilities, and follow best practices for public art commissioning. Project deliverables and payment schedules, agreed upon by the PAT, the proponent, the Mayor and City Solicitor, will be included in the contract documents.

4. **Design and Development for Short-term Public Art:** Short-term artworks are intended to be installed for five years or less. Artists should fully design and plan their project before submitting it for review by the PAC. The PAC can guide the proponent in completing their information so their project can be reviewed and voted on at a public meeting. The PAC will provide guidance about approvals and permissions from other Boards, Offices, and Commissions that may apply to public art projects. During a public meeting, the PAC may allow public comment or ask the PAC for additional information. This public review ensures transparency in the review process.

The following is the list of information requested for review. Most short-term public art projects won't require everything described, and the PAC will help the proponent determine what they should include in their Final Design.

- *Fabrication:* The proponent and Artist should provide details of all materials and methods used in the creation, installation, and de-installation of the artwork, understanding that any significant changes may require amended approvals from the PAC to be voted on at a public meeting.
- *Community Engagement:* The applicant should provide evidence of work done to get community feedback and response, such as images from community meetings, flyers and social media postings, and letters of support from the community.
- *Installation:* The proponent and Artist will coordinate the installation of the artwork with the site owner and update the Public Art Committee. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures.
- *Maintenance:* Depending on the length and needs of the project the proponent and Artist should submit a narrative describing how they will maintain or repair the artwork if it is damaged.
- *Deinstallation:* Short-term projects have a specific, predetermined lifespan. The proponent and Artist should include details of the deinstallation of the artwork with their proposal, including any equipment and/or permitting required. The proponent and Artist are responsible for returning the project site to its original condition after deinstallation.

5. **Design and Development for Long-term Public Art:** Long-term artworks are intended to be

installed for five years or more. We encourage applicants considering long-term commissions to think about how the artwork will be experienced in the present moment, as well as the future.

The applicant will work with the PAC to develop a schedule that reflects any capital construction schedule associated with the project, Artist's contract milestones, other Board or Commission approvals, PAC reviews, a working budget, and Artist deliverables for each project phase. The PAC reviews and votes on the applicant's design at a public meeting and may allow public comment or ask for additional information. This public review ensures transparency in the commissioning process. During the presentation of the design at a public meeting, the PAC needs to understand the following:

- *Visualizations*: Drawings, maquettes, renderings, or other plans and renditions of the artwork as it will appear when installed, appropriately scaled and accurately depicting materials, colors, lighting effects, interpretive text, plaque, and/or signage text.
 - *Public Engagement*: The applicant should describe or summarize their community engagement, showing effort to connect with and involve Newburyport's residents, and should keep in mind accessibility.
 - *Fabrication Plans*: The Fabrication Plan must detail all materials and methods used in the creation of the artwork. The applicant will work with the PAC and City partner agencies to determine design deliverables requirements. Fabrication must substantially conform to the Fabrication Plan, and any significant changes may require amended approvals from the PAC to be voted on at a public meeting.
 - *Maintenance Recommendations*: The applicant must provide a written document of the Artist's maintenance recommendations for all proposed materials, and an estimated schedule for routine maintenance and preservation of the artwork.
 - *Installation Plans*: When the artwork is associated with a capital project, installation should be incorporated into the capital construction timeline to avoid additional costs and disruptions to the finished site. Detailed installation plans may include but are not limited to site preparation, equipment requirements, and site restoration, when applicable. The applicant must coordinate the installation of the artwork with the site owner, and update the PAC and any pertinent City partner agencies and their contractors. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires any temporary street closures. If the artwork installation diverges significantly from the Installation Plan, the PAC may require amended approvals to be voted on at a public meeting.
 - *Plaques and Signage*: The proponent and Artist should include images showing how they will include or otherwise display their name, the title of the artwork, the year it was installed, and the medium.
 - *Description of Artwork*: The applicant must provide a narrative description of the Artwork for the City to use as a source for descriptions of the project on the City's website, public-facing arts database, and other approved uses, including a final summary of the artwork materials, dimensions, and any collaborations or subcontractors who worked on the project.
6. **Final Acceptance**: The applicant shall submit the following within 30 calendar days of completing the installation:
- Documentation that the artwork was installed in conformance with the Installation Plan.
 - A minimum of five (5) high resolution digital files in JPG format of the installed, finished artwork.
7. **Review and Vote**: At the next public meeting after installation, the PAC will review and vote to accept the artwork into the collection via accessioning.

C. Approval Process for Donations

All proposals to donate works of art to the City must be submitted to the Public Art Committee for review.

1. **The donation request shall contain the following:**

- Provenance: includes artwork information, conservation history, and donation agreement (see Appendix E).
- Maintenance recommendations: outlines how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork (cleaning schedules and minor repairs).
- Proposed site, if any.

2. **The PAC will review the proposed donation based on the following:**

- Compliance with this policy.
- Acquisition priorities listed in section II.A.
- If a site is proposed, the residents adjacent to the site or other stakeholders of the site will be notified and public feedback will be heard.
- Depending upon the nature of the project, further public engagement and approvals by jurisdictional Boards or Commissions may be required according to the specific requirements for permit application or development review. These approvals must be obtained prior to final approval of the Mayor and City Council appropriation.

3. **All other processes and procedures**, including final approval and contract execution shall follow the guidelines outlined in this policy.

4. **Limitations:** Approved proposals for donation must complete the full process, including installation of the artwork, by no more than one year after approval. The Donor may request an extension to the deadline of no more than one additional year. The extension request must be submitted to the PAC for review and approval by the Mayor.

The City is under no obligation to consider for acquisition unauthorized and abandoned art. Instead, the Mayor may choose, at his or her full discretion, to remove and/or dispose of it or consider the work for acquisition consistent with the donation process outlined above.

D. Plaques for Public Artworks

Knowing who created an artwork and when can help provide the context needed to experience an artwork fully. Plaques help the public identify artworks and artists, and enable further explorations of artwork in our collection.

Although there are stand-alone commemorative plaques, tablets, and historic markers in the public art collection, the plaques addressed in this section are used to identify artworks and may provide additional interpretive and educational information.

The PAC will work with Artists and proponents to plan for the inclusion of plaques and other educational and interpretive materials as part of the design proposal.

1. **Standard Information for Plaques for Public Artwork:** Plaques for any artwork should be incidental to the artwork and not a competing focus for the viewer. It shall include the following:

- Artist name
- Artwork title and year
- Brief interpretive text (optional)

**Plaques for public artworks may not include logos (e.g. symbols or trademarks designed for definite recognition in order to avoid the use of public art for advertising or endorsement purposes) or any other kind of advertising or sponsorship information.*

2. **Interpretation and Education:** In addition to artwork plaques, additional educational and

interpretive information may be shared on the City of Newburyport's website. Such information may include biographical information about the Artist(s) and/or community proponent(s), descriptions and/or histories of the artwork, materials, scheduled repairs or conservation, and images of the design, fabrication, and/or installation process.

E. Mural Commissions

Murals are public art works that are directly painted on walls or other existing surfaces and can be short-term or long-term commissions. They should follow the guidelines below:

1. **Reviews for murals on City-owned sites:** The PAC will help the Artist determine which City department owns the site and obtain their permission to use it. All mural proposals will follow a modified review process at the discretion of the PAC. Mural reviews should generally follow the guidelines listed under section II.B.4, with the exception of processes that are not pertinent to mural commissions. The PAC will assist the applicant in discerning which areas of this document are pertinent.
2. **Street Murals:** Street murals are murals painted directly on a roadway. Because the wear and tear on these artworks is intense, they are usually not considered long-term projects, and should follow the process for short-term commissions described in Section II.B.3. Because they are painted on streets, the applicant and PAC shall work closely with DPS to review these projects.
3. **Murals Proposed for Private Sites:** Mural projects on private property require Artists to obtain approval from the landowner. The PAC should be notified about the project and may offer support. The PAC may be able to assist or offer guidance on approvals from other City departments, like reviews by the Historic Commission for projects in historic districts, or street occupancy permits for the installation from DPS. Murals proposed for privately owned surfaces usually don't require City review, unless they fall within special overlay districts as identified in the City's Zoning ordinance. The PAC won't review or vote on these artworks.

F. Memorial Commissions

A memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event, and may be long- or short-term. The City of Newburyport has an expansive collection of public art memorials and is unable to accept most new long-term memorial design proposals. We are most interested in those that strongly align with the Curatorial Vision, in particular those that add to the diversity of the City's public art collection.

Memorial Commissions must also meet these additional design criteria:

- **Historical Significance to Newburyport:** The memorial subject must have a direct connection to the City of Newburyport.
- **Public Interest:** Proposals should be considerate of the broader community's interests and needs, particularly the community at the proposed project site.
- **Timing and Timelessness:** Proposed long-term memorials should retain significance and relevance in the future and be meaningful to future generations. The PAC requires a minimum of five years and recommends a minimum of ten years between an event or the passing of an individual and their commemoration to allow for sufficient historical perspective.
- **Subjects Not Previously Memorialized:** The memorial should not honor living individuals or duplicate any existing memorials. We inventory all public memorials and strongly recommend applicants review our Public Art Collections database prior to submitting a memorial proposal. We give preference to proposals that memorialize subjects not currently represented or subjects that are under-represented in the City's collection.

- **Appropriate Location:** The memorial should have a historical or thematic relationship with its proposed location. We prefer proposals for locations where memorials or other artworks do not already exist.
- **Longevity:** Applicants should consider the long-term impact of the memorial and its ability to withstand conditions such as weather or vandalism, as well as changing times and attitudes about its importance, impact on the community, and relevance to the Curatorial Vision.

Artists or community proponents can submit their memorial proposals to the PAC at least one month in advance of necessary approvals. The Artist or proponent shall present their memorial proposal for the PAC to review based on the criteria above, as well as the priorities listed in Section II.A. The PAC may invite representatives from other relevant City departments, boards or commissions relevant to the proposed memorial. Memorial proposals must also include:

- Identification of the person, group, or event to be memorialized;
- A brief narrative explaining the importance of the person, group, or event and its direct, proven relationship to the City;
- A brief explanation of the visitor experience of the proposed memorial; and
- A rationale for the proposed memorial location.

If approved, the memorial project will then follow a regular commissioning outlined in Section II.B above.

III. Procedures for the deaccessioning of public artwork

A. Removal from the Collection: Deaccessioning

Deaccessioning is the formal removal of an artwork from the City's collection. Under deaccessioning, artworks are not only removed from public view but also permanently removed from the City's collection.

The decision to deaccession is only made after careful deliberation and depends in part on the artwork's accessioning. Deaccessioning requires documentation (e.g., signed Deed of Gift, bill of sale, minutes of the PAC meetings, artist's contract, etc.) proving that the PAC has the right to transfer ownership of the artwork in question. Any deaccession process should be carried out with the utmost caution, especially with regard to the determination of ownership of the artwork.

The PAC must approve the deaccessioning of an artwork by a majority vote at a public meeting. Artworks are permanently removed from the collection by sale, donation, disposal, or destruction. Additionally, the deaccessioning of all City-owned artwork may be subject to State and City procurement statutes.

The PAC will make all reasonable efforts to notify any living Artist, or the estate of any deceased Artist, whose work is being considered for deaccessioning. Any correspondence about the deaccessioning will be included in the collection file.

1. **Criteria for Deaccessioning:** Criteria for determining whether an object should be deaccessioned include, but are not limited to the following:
 - The use of the site has changed, the artwork is no longer appropriate, and the artwork cannot be reasonably protected or maintained.
 - The artwork has been damaged beyond reasonable repair and/or requires extensive conservation or restoration that is cost-prohibitive.
 - The artwork is beyond the capability of the City of Newburyport to properly display, maintain, and/or store.
 - The artwork endangers public safety in its current condition.

- The artwork was stolen from its location and cannot be retrieved.
 - The artwork was commissioned or accepted with the provision or understanding that it was to have a limited lifecycle or installation period.
2. **Requirements for Deaccessioning:** If the PAC recommends considering an artwork for deaccessioning, the Public Art Committee will draft a report including information about:
- The Artist (if living, or their estate),
 - Provenance,
 - Current condition of the artwork and the site,
 - Project stakeholders when it was commissioned, and during its' lifespan,
 - Evidence of current public opinion and recent community engagements about the artwork,
 - Recommendations from the Public Art Committee.

The PAC keeps a permanent record of the conditions and circumstances under which artworks are deaccessioned from City property. Artworks which no longer fit the Curatorial Vision, are severely deteriorated, or otherwise pose a threat to public safety will be relocated or discarded following any relevant City of Newburyport legal processes. The City of Newburyport does not sanction the sale or gift of deaccessioned artworks to its employees, officers, trustees, or to their immediate families or representatives.

3. **Process for Deaccessioning:** If the PAC recommends an artwork for deaccessioning, the following steps shall be followed:
- Notice to the Artist: Artists whose works are being considered for deaccession will be notified by all diligent means, including a legally-verifiable means of communication,
 - Review by the PAC: the PAC will provide recommendations in the form of a report including the grounds for deaccessioning, written evaluation, photo documentation of the condition of the artwork, damage and/or theft report, and proposed removal and/or demolition work plan,
 - Public Engagement: the PAC will facilitate the opportunity for the public to provide feedback on the decision with the purpose of informing the decision of the PAC,
 - Final decision: the final decision to deaccession a public art piece shall be made by the Mayor. The Mayor may decide to a) accept the recommendation, b) reject the recommendation, or c) delay the decision and request more information,

IV. Procedures for the care of public artwork

A. Collection Care

1. **Use and Activities:** The City of Newburyport shall carry out the reasonable responsibilities required to provide necessary care for all collections acquired.
2. **Maintenance Plan for New Acquisitions:** All public art commissions shall be required to include maintenance recommendations that outline how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork. A maintenance plan shall include the following elements:
 - Materials, and sources of the materials, used in the artwork,
 - Methods of fabrication and the name of any individual other than the Artist who was involved in the construction or creation of the artwork,
 - Installation specifications,
 - Method and frequency of required maintenance, including planning for protections against the

effects of tactile/public interaction and/or environmental conditions, and;

- Additional contacts for maintenance issues, if warranted.
3. **General Maintenance:** Maintenance of the artwork, as distinguished from technical maintenance, restoration or repair, shall be the responsibility of the Department of Public Services (DPS). This may include cleaning schedules and protective measures against normal wear, weather, and vandalism.
 4. **Technical Maintenance:** The City will, by its own qualified member on the PAC and/or a City staff member, be responsible for the following:
 - Maintaining a comprehensive Collection Database of all existing artwork in the City's public art collection. This inventory will include but not be limited to:
 - a. An accession number unique to the specific artwork;
 - b. Artwork information – title, year of commission, location of artwork;
 - c. Artist information – artist name, contact information, artist copyright;
 - d. Gift acknowledgement, bill of sale, Artist contract, or written justification for acquisition;
 - e. Photographs;
 - f. Significant correspondence relating to the artistic intent of the artwork, provenance of the artwork, and any associated press;
 - g. Maintenance and conservation information – materials, fabrication methods, installation specifics, ongoing photographic documentation, additional parties contact information, material-specific warranties;
 - h. Commissioning information – commission amount, contract reference number, contract amendments, final contract amount, funding source, additional departments or organizations involved, warranties and insurance.
 - The PAC will conduct biennial condition reports and periodic physical assessment of its public art collection.
 - The PAC will annually identify restoration and repair needs for the public art collection that surpass general maintenance. This reporting will be used in creating annual work plans and appropriating funding.
 5. **Funding for Public Art Maintenance:** The Department of Public Services (DPS) is responsible for the care and custody of art owned by the City of Newburyport and as such will make all reasonable efforts to maintain public artworks as determined by maintenance recommendations written by the Artist or proponent. The PAC shall carefully consider the maintenance implications of a public art piece during deliberations on its approval.
 6. **Insurance:** The City maintains an umbrella fine arts insurance policy, procured by the City's Finance Director. This policy is reviewed and updated annually by the PAC, DPS, the Mayor's Office and the Finance Director. The policy covers objects owned by the City, subject to certain limitations. Objects are covered at the Artist's stated value. In the case of damage or loss to the collections the PAC may decide to file an insurance claim. The PAC shall request through the Finance Director to file a claim and keep all appropriate documentation in the object record.

GLOSSARY OF TERMS

These are working definitions provided by the Public Art Policy Advisory Group of the Mayor's Office for use with the PAC and NCC and are subject to change.

Accession is the act of formal documentation and legal acceptance of an approved acquisition or loan to the City's collection of artwork.

Acquisition is the formal process used to accept additions to the City's art collection. It includes the initial proposal/donation, evaluation, negotiation, PAC approval, and final accessioning of works of art.

Approval is the action of officially agreeing or accepting a proposal or artwork put before the PAC.

Artist(s) refers to individuals or teams who self-define as Artists for the purpose of creating artworks for the City.

Artistic concept is an early narrative of what the artwork might be and does not include any visual design.

Artwork, alternatively **Work of Art**, refers to all paintings, mural decorations, statues, bas-reliefs, sculptures, monuments, fountains, arches, ornamental gateways, and other structures of a permanent character intended for ornament or commemoration.

Call to Artists is a public solicitation for submissions from Artists and Artist teams for a specific project or opportunity. Calls to Artists include, but are not limited to, Requests for Proposals (RFP) and Requests for Qualifications (RFQ).

Collection refers to artworks that have been commissioned, donated, purchased, or otherwise acquired by the City of Newburyport via majority vote of the PAC this includes artworks colloquially referred to as Public Art. The Public Art Committee documents artworks included within this definition as well as short-term artworks and artworks on private property such as murals and artworks that have been deaccessioned.

Collection record is a digital and adjoining hard-file that retains all physical and intellectual information regarding an individual or grouping of artwork(s).

Commission is the act of requesting and authorizing the production of a work of art.

Commissioning Agreement is a supplemental document to the City's standard contract form that outlines the project schedule, reviews, and votes by the PAC, Intellectual Property rights, and other legal rights.

Community is a group of people with a common interest, whether defined by geography, identity, experience, or activity.

Conservation is the treatment and/or stabilization of a collection object by qualified conservators, identified by the PAC.

Culture is the customs, arts, social institutions, and achievements of a particular nation, people, or other social group.

Curator is a person who researches and interprets a collection of artworks and/or objects.

Deaccessioning is the formal process used to permanently remove an object from the collection.

Diversity, in relation to artworks, means including or involving a wide range of distinct forms, peoples, and/or perspectives. In relation to people, diversity means having a high number of races, cultures, ethnicities and other demographic groups represented within a group, organization, or institution.

Donations are an existing artwork offered as a gift to the City for placement under the City's jurisdiction; alternatively, a monetary gift for the purposes of acquiring a work of art for the City.

Equity is the respectful treatment and fair involvement of all people in a society. It is the state in which everyone has the opportunity to reach their full potential.

Historic refers subjectively to a thing or an event of importance when studied as part of the past.

Historical figure is a person who lived in the past and may be perceived as having had a significant impact on people's lives and society through their deeds and accomplishments.

Inclusion means involving people of all backgrounds, abilities, perspectives, and beliefs within a group, institution, or decision. This is more than achieving diversity; it is ensuring all individuals have a true sense of belonging.

Informational plaque is signage that provides context or additional interpretive and educational information for public artworks.

Long-term refers to the projected lifespan of artworks. Long-term artworks employ durable materials and archival fabrication methods and are intended to be fixed to one site for an enduring lifespan. Long-term artworks require care and maintenance as capital assets. Long-term artworks contribute to the lasting legacy of the City's collection for a minimum of five years.

Memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event. In public art, memorials may be long or short-term.

Mural is a large painting traditionally applied to a wall or ceiling, especially in a public space. Our definition of mural extends to artworks painted or applied on the ground or other surface.

Project theme is a general idea that conceptualizes the subject matter to be expressed through a public artwork.

Proponent is an individual, group, organization, or business that proposes a work of art for placement or installation on a city-owned site, and/or, when applicable, the Artist(s) who created the proposed gift.

Provenance is the documentation of an object's origins and history of ownership.

Public Art is a colloquial term for Artworks that are intentionally experienced from, or sited upon, publicly accessible locations. These Artworks on City of Newburyport property are part of the City's formal Collection of Artworks or have been approved for temporary placement on City of Newburyport property by the PAC.

Public Art is a dynamic cultural activity from conception and design, to fabrication and installation, to formal accession or temporary approval at a PAC public meeting. Public Art may affirm or challenge existing community aesthetics and values and may critique, augment, or invite exploration of established narratives and the physical landscape.

Public Art Committee (PAC) refers to the committee that supports the commissioning, review, selection, acceptance, and care of art in public places. They have exclusive authority to recommend approval and commissioning of artworks intended to be added to the City's collection or be placed on City property. All of its members are residents of the City. Members are appointed by their representative groups, and may serve for up to 3 years. The PAC is comprised of 7 members, including 2 members of the Newburyport Cultural Council, 2 members of the Newburyport Arts Collective, 1 member of the Parks Commission, 1 City Staff and 1 representative from the Mayor's office.

Quorum is defined as a simple majority of the members of the public body, unless otherwise provided in a general or special law, executive order, or other authorizing provision.

Request for Proposals (RFP) is a call to Artists to submit a specific project proposal. The RFP outlines all the details of the project, including community values, vision, and site use.

Request for Qualifications (RFQ) is a call to Artists to submit their qualifications. The RFQ outlines all the details of the project and any qualifications needed.

Stakeholder typically refers to community groups, businesses, organizations, or individuals with explicit or implicit interest in a public art project.

Short-term refers to the projected lifespan of artworks. Works of art intended as short-term have an intended lifespan of anything from less than one day up to five years. Short-term works may be at one or more sites, and the artwork may be dynamic in nature.

APPENDIX A: FAQ FOR ARTISTS

City of Newburyport Public Art Policy

FAQs for Artists

Thank you for your interest in advancing Public Art in the City of Newburyport. The City recognizes the value of public art to its citizens and visitors. We are committed to fostering a collection of artworks and public art projects that reflect our people, ideas, histories, and futures, engage our communities and directly respond to, enrich, and enliven our environment. We seek public art that is driven by an artistically strong vision, enhances the diversity and equity of the existing collection, and possesses durability appropriate to the lifespan of the work.

In order to help streamline the process for Artists and other proponents of public art, we have created this document to answer frequently asked questions and outline the steps by which public art is approved. Newburyport's Public Art Committee (PAC) is a transparent, independent entity who has the exclusive authority to recommend approval and commissioning of public artwork. The PAC also acts as a resource for artists and proponents as they navigate this process, and we encourage you to reach out to them for assistance.

A. What does the Public Art Policy apply to?

1. This policy applies to all works of art (both temporary and permanent) that are commissioned, hosted, or displayed on public property.
2. This policy does not apply to 1. artwork that is on display within City offices/ buildings that have restricted or regulated access, or 2. temporary exhibitions such as gallery displays, booth displays at art festivals, and museum exhibits displayed on City-owned or -managed property.

B. What are the PAC's priorities for approving public art?

1. Artistic aims, objectives and goals
 - What has the artist accomplished with the work and does it align with the proposed project goals?
 - Is the work relevant to the City, its values, culture and people and does it contribute to the fabric of the City? Is the work an integral component of the overall project?
 - Is the artwork appropriate for the community it serves?
2. Diversity and accessibility
 - Does the artwork reflect or advance the City's curatorial vision and policy of inclusivity?
 - Does the artwork advance lesser-told or lesser-known stories, non-traditional imagery, diverse perspectives, and/or minority voices?
3. Placement/siting
 - What is the relationship of the work to the site? Is it appropriately scaled?
 - Will the work help to anchor and activate the site and enhance the surrounding area?

- Will there be convenient public access to the site?
- What are the utility requirements of the artwork?
- 4. Fabrication, handling and installation
 - Are the projected costs accurate and realistic?
 - Have written estimates been obtained from qualified contractors?
 - Does a certain site present any special obstacles to installation?
 - Can the work easily be removed if necessary?
- 5. Maintenance requirements
 - Is the work suitable for outdoor display or special indoor environments?
 - Are the materials durable? Does the work have a limited lifespan due to any inherent weakness?
 - What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?
 - What are the artist's suggestions for protection of the work from vandalism?
- 6. Liability and safety
 - Is any aspect of the work a potential safety hazard?
 - Will fencing or other types of security measures be required?
- 7. Affordability
 - Is the artwork priced appropriately for the City?
 - How will the artwork impact the capacity for future acquisitions?

C. How do I get my public art project approved and installed?

1. **Initial communication:** The proponent must first initiate communication with the City by submitting a signed letter of intent describing the project and its location.
2. **Project initiation & site selection:** The proponent shall submit a formal application (see attached) to the PAC to approve the artwork design, at least one month in advance of necessary approvals.

The applicant should review the application and scope of the project with the PAC, who will consult with appropriate City staff and the Mayor in order to provide guidance about approvals and permissions that may be required from other Boards, Offices, and Commissions. If the applicant is not self-funding the project, the PAC can assist in helping to identify funding sources for installation, understanding there is no current City fund specifically for public art projects.

3. **Process for Short-term Public Art:** Short-term artworks are intended to be installed for five years or less. Artists should fully design and plan their project before submitting it for review by the PAC at a public meeting. During the public meeting, the PAC may allow public comment or ask for additional information. This public review ensures transparency in the review process.

The following is the list of information requested for review. Most short-term public art projects won't require everything described, and the PAC will help the applicant determine what they should include.

- *Fabrication*: The applicant should provide details of all materials and methods used in the creation, installation, and de-installation of the artwork, understanding that any significant changes may require amended approvals from the PAC to be voted on at a public meeting.
 - *Community Engagement*: The applicant should provide evidence of effort to get community feedback (i.e. images from community meetings, social media postings, or letters of support)
 - *Installation*: The applicant is required to coordinate the installation of the artwork with the site owner and update the Public Art Committee. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures.
 - *Maintenance*: Depending on the length and needs of the project, the applicant should submit a narrative describing how they will maintain or repair the artwork if it is damaged.
 - *Deinstallation*: The applicant should include details of the deinstallation of the artwork, including any equipment and/or permitting required. The applicant is responsible for returning the project site to its original condition after deinstallation.
4. **Process for Long-term Public Art**: Long-term artworks are intended to be installed for five years or more. We encourage applicants considering long-term commissions to think about how the artwork will be experienced in the present moment, as well as the future.

The applicant will work with the PAC to develop a schedule that reflects any capital construction timelines associated with the project, contract milestones, other Board or Commission approvals, PAC reviews, a working budget, and Artist deliverables for each project phase. The PAC reviews and votes on the applicant's design at a public meeting and may allow public comment or ask for additional information, ensuring transparency in the commissioning process. During the presentation of the design at a public meeting, the applicant should provide the following:

- *Visualizations*: Drawings, maquettes, renderings, or other plans and renditions of the artwork as it will appear when installed, appropriately scaled and accurately depicting materials, colors, lighting effects, interpretive text, plaque, and/or signage text.
- *Public Engagement*: Describe or summarize community engagement, showing effort to connect with and involve Newburyport's residents, and being sensitive to accessibility.
- *Fabrication Plans*: Detail all materials and methods used in the creation of the artwork. The applicant will work with the PAC and City partner agencies to determine design deliverables requirements. Fabrication must substantially conform to the Fabrication Plan, and any significant changes may require amended approvals from the PAC.
- *Schedule*: Present a schedule detailing the artwork process, proposed installation date and budget.
- *Maintenance Recommendations*: Provide a written document of the Artist's maintenance recommendations for all proposed materials, and an estimated

schedule for routine maintenance and preservation of the artwork.

- *Installation Plans:* When the artwork is associated with a capital project, installation should be incorporated into the capital construction timeline to avoid additional costs and disruptions to the finished site. Detailed installation plans may include site preparation, equipment requirements, site restoration, etc. The applicant must coordinate the installation of the artwork with the site owner, and update the PAC and any pertinent City agencies and their contractors. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures. If the artwork installation diverges significantly from the Installation Plan, the PAC may require amended approvals.
 - *Plaques and Signage:* Include images showing how the Artist's name, title of the artwork, year it was installed, and medium used will be included or displayed.
 - *Description of Artwork:* Provide a narrative description of the Artwork for the City to use as a source for descriptions of the project on the City's website, public-facing arts database, and other approved uses, including a final summary of the artwork materials, dimensions, and any collaborations or subcontractors who worked on the project.
5. **Final Acceptance:** The applicant will submit the following within 30 calendar days of installation:
- Documentation that the artwork was installed in conformance with the Installation Plan.
 - A minimum of five (5) high resolution digital files in JPG format of the installed, finished artwork.
6. **Review and Vote:** The PAC will review and vote to accept the artwork into the collection.

D. When do I need an RFP?

Calls to Artists are required for Public Art projects with budgets over \$50,000 that are not initiated by an applicant who is currently working with an Artist. If a Call to Artists is required, the PAC will assist the applicant in developing and executing one. Applicants should not initiate RFP's for projects on City property without prior discussions with the City.

E. What kind of legal contract do I need?

Legal agreements for public artworks may be executed in several ways. The City may contract with the Artist or applicant directly. If the applicant is already working with a funder and has a contract for the artwork, the City may request an MOU with the applicant, the funder, or both. Each project is unique and the legal agreements will be specific to that project.

F. Can I make a donation of public art?

All proposals to donate works of art to the City must be submitted to the Public Art Committee for review. Donation requests to the PAC should contain the following:

- Provenance: includes artwork information, conservation history, and transfer of ownership.
- Maintenance recommendations: outlines how the artwork is to be maintained, and

what materials and maintenance procedures are needed to conduct routine maintenance of the artwork (cleaning schedules and minor repairs).

- Proposed site, if any.
- Feedback from abutters to the proposed site or stakeholders of the site, or effort shown to connect with and involve neighbors and stakeholders, including feedback and approvals from jurisdictional Boards or Commissions.
- How the art complies with the criteria listed in section B.

G. Will a plaque be allowed or required for public artworks?

Knowing who created an artwork and when can help provide the context needed to experience an artwork fully. Plaques help the public identify artworks and artists, and enable further explorations of artwork in our collection.

The PAC will work with Artists and proponents to plan for the inclusion of plaques and other educational and interpretive materials as part of the design proposal. Plaques should be incidental to the artwork and not a competing focus for the viewer. Logos, trademarks and symbols designed for recognition and advertising or endorsement are not allowed. Plaque information should include the following:

- Artist name
- Artwork title and year
- Brief interpretive text (optional)

H. Can I paint a mural?

Murals are public art works that are directly painted on walls or other existing surfaces and can be short-term or long-term commissions. For City-owned properties, the PAC will help the Artist determine which City department owns the site and obtain their permission to use it. All mural proposals will follow a modified review process, at the discretion of the PAC, to meet the guidelines of the City's Public Art Policy. The PAC will assist the applicant in the process.

Mural projects on private property require Artists to obtain approval from the landowner. The PAC should be notified about the project and may offer support. The PAC may be able to assist or offer guidance on approvals from other City departments, like reviews by the Historic Commission for projects in historic districts, or street occupancy permits from DPS. Murals proposed for privately owned surfaces usually don't require City review, unless they fall within special overlay districts as identified in the City's Zoning ordinance. The PAC won't review or vote on these artworks.

Street murals are painted directly on a roadway. Because the wear and tear on these artworks is intense, they are usually not considered long-term projects, and should follow the procedures for short-term public art approvals. The applicant should work closely with DPS to review these projects.

I. Can I propose a memorial?

A memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event, and may be long- or short-term. The City of Newburyport has an expansive collection of public art memorials and is unable to accept most new long-term memorial design proposals unless they strongly align with the City's curatorial vision, in particular those that add to the diversity of the City's public art collection. Memorials must also

meet these additional criteria:

- **Historical Significance to Newburyport:** The memorial subject must have a direct connection to the City of Newburyport.
- **Public Interest:** Proposals should be considerate of the broader community's interests and needs, particularly the community at the proposed project site.
- **Timing and Timelessness:** Proposed long-term memorials should retain significance and relevance in the future and be meaningful to future generations. The PAC requires a minimum of five years and recommends a minimum of ten years between an event or the passing of an individual and their commemoration to allow for sufficient historical perspective.
- **Subjects Not Previously Memorialized:** The memorial should not honor living individuals or duplicate any existing memorials. We inventory all public memorials and strongly recommend applicants review our Public Art Collections database prior to submitting a memorial proposal. We give preference to proposals that memorialize subjects not currently represented or subjects that are under-represented in the City's collection.
- **Appropriate Location:** The memorial should have a historical or thematic relationship with its proposed location. We prefer proposals for locations where memorials or other artworks do not already exist.
- **Longevity:** Applicants should consider the long-term impact of the memorial and its ability to withstand conditions such as weather or vandalism, as well as changing times and attitudes about its importance, impact on the community, and relevance to the Curatorial Vision.

Applicants can submit their memorial proposals to the PAC at least 3 months in advance of the requested installation date and follow the process for approval listed in C above.

Memorial proposals must also include:

- Identification of the person, group, or event to be memorialized;
- A brief narrative explaining the importance of the person, group, or event and its direct, proven relationship to the City;
- A brief explanation of the visitor experience of the proposed memorial; and
- A rationale for the proposed memorial location.

APPENDIX B: APPLICATION APPLICATION FOR PUBLIC ART

Name: _____

Address: _____

Phone: _____

Email: _____

Project Description, including title of artwork, materials and dimensions:

*please attach photos or drawings of the proposed artwork

Proposed project site:

Property-owning department:

Installation and/or deinstallation details, including equipment required, lighting
and sound plans (if pertinent):

Estimated cost and funding source:

Artist name:

*please attach resume and selected work samples

Maintenance plan:

Project schedule including installation date, programming and events if applicable,
and deinstallation date:

Insurance value:

*Please attach letters of support from community members or organizers, if available

Questions? Contact _____, at email _____@_____.com

Submit your application to:
City of Newburyport, Public Art Committee
c/o _____
60 Pleasant St.
Newburyport, MA 01950

Councillor Constance Preston

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 13, 2023

RESOLUTION

Whereas: The “Pink House”, 60 Plum Island Turnpike, Newbury, is included in the Inventory of Historic and Archaeological Assets of the Commonwealth, is significant for its architecture, associations, and/or archaeology, and qualifies for the protections of perpetual preservation restrictions under M.G.L. Chapter 184, sections 31, 32 and 33.

Whereas: On October 31, 2023, the U.S. Fish & Wildlife Service (FWS) announced that “Parker River National Wildlife Refuge has opened a 30-day public comment period on a draft Environmental Assessment (EA) that includes a proposal to demolish the house at 60 Plum Island Turnpike in Newbury, MA, commonly known at the Pink House.”

Whereas: This sudden announcement came after eight years of the non- profit Support The Pink House (STPH) working on behalf of all those who want it saved to find a solution to save and restore the house under a Mass Historical Commission Approved perpetual preservation restriction, including paying all expenses required by the US Fish & Wildlife Service to prepare the house for trade.

Whereas: More than half of the signatures gathered by STPH to keep the Pink House standing were from Newburyport including Plum Island and the so-called Mainland.

Whereas: Demolishing The Pink House goes against the core mission of the FWS to conserve and protect natural wildlife habitats.

Therefore, We, the City Council of Newburyport, direct the City Council President and City Clerk to forward this Resolution to Congressman Seth Moulton and U.S. Fish & Wildlife/ Parker River National Wildlife Refuge and encourage the relevant stakeholders to continue discussions to find a suitable land exchange which will prevent the demolition of the Pink House. And,

Therefore, We, the City Council of Newburyport, encourage the citizens of Newburyport to contact Congressman Moulton at seth.moulton@mail.house.gov and contact the Parker River Wildlife Refuge at parkerriver@fws.gov to express their support for preserving the Pink House.

Respectfully submitted on behalf of the City Councillors below.

Councillor Edward C. Cameron, Jr.

Councillor Jennie L. Donahue

Councillor Mark R. Wright

ORDINANCES

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

November 1, 2022

AN ODINANCE DEFINING RULES FOR DEPARTMENT HEADS WITH REGARDS TO CONFLICTS OF INTEREST TO CREATE CLARITY, CONSISTENCY, AND TO FOSTER A COLLABORATIVE RELATIONSHIP.

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

Chapter 2 Administration

Division 1 Generally

Article I In General

Insert Section 2 – 127

Definitions:

Department Head – An employee of the City of Newburyport employed as the leader of any department of the City of Newburyport.

Associated External Organization – Any organization whether for profit or non-profit (also referred to as a 501(c)(3)) that participates in fundraising activities in support of City departments.

Department Head Conflicts

While seeking to preserve collaboration and with appreciation to the important value brought by *associated external organizations*, the following rules are meant to promote transparency and avoid potential conflicts of interest between city departments and associated external organizations that may form to raise funds.

- (a) *Department Heads* shall be prohibited from serving on the board of directors as a voting member of any *associated external organization*.
- (b) *Department Heads* shall be prohibited from the handling, the allocation, or the disbursement of funds held by any *associated external organization*.
- (c) *Department Heads* shall be prohibited from sharing City financial resources, providing material inkind resources, or providing copies of contact lists, with any *associated external organization*.

Councillor Sharif I. Zeid

In City Council November 1, 2022:

Motion to refer collectively ODNC00129 and ODNC00130 to Budget & Finance and COTW by Councillor Zeid, seconded by Councillor Vogel. So voted.

In City Council November 30, 2023:

Motion to move to a date certain, November 13th, by Councillor Zeid, seconded by Councillor McCauley. So voted.

CITY OF NEWBURYPORT



IN CITY COUNCIL

January 27, 2020

ORDERED:

AN ORDINANCE TO LICENSE SHORT-TERM RENTAL UNITS

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 as follows, with the following addition:

Chapter 9: LICENSES, PERMITS AND BUSINESS REGULATIONS

ARTICLE XI: SHORT-TERM RENTAL UNITS

Sec. 9-300 Purposes.

To provide process, rules, and procedure for licensing short-term rental units within the City of Newburyport in concert with the associated zoning ordinance.

Sec. 9-301 Definitions.

Except as otherwise specified herein, all terms used in this Article XI shall be as defined in Newburyport Zoning Ordinance or, if not defined therein, then as defined in 830 CMR 64G.00 (Room Occupancy Excise).

Emergency Contact: A natural person who, in addition to the Operator, will be responsible to receive and act on complaints, problems or emergencies at an STRU, as described in Section 9-306(g).

Enforcement Agent: The person duly appointed by the City of Newburyport to investigate complaints and issue violation notices pursuant to the provisions of this Article XI.

Licensing Board: The Licensing Board of the City of Newburyport.

Registration Number: A unique identification number generated by the Licensing Board for each registered Short Term Rental Unit (STRU). Registration numbers shall be valid for one (1) year from the date of issuance and shall be assigned to both a single STRU and a single Operator. The registration number shall be included on any listing or advertisement for the rental of the STRU.

Short-Term Rental Registry: The database of STRUs located within Newburyport and maintained by the Licensing Board in coordination with registration or other regulation of such use by the Commonwealth of Massachusetts. The location of STRUs within the City shall be made public, as may additional information in the Short-Term Rental Registry as required by law, or otherwise at the reasonable discretion of the Licensing Board.

Sec. 9-302 Short Term Rental Units generally.

No dwelling unit within the City of Newburyport shall be offered as an STRU except in compliance with the provisions of the Newburyport Zoning Ordinance, this Article XI, and the terms of any license issued for said STRU by the Licensing Board pursuant thereto.

Sec. 9-303 Automatic revocation of license.

Sec. 9-303 Automatic revocation of license.

A dwelling unit that itself, or whose owner or Operator, is the subject of three (3) or more findings within any six (6) month period, with written notice of each, by either: (a) the Enforcement Agent that (which are not appealed); or (b) the Licensing Board or its designee, of violations of this Article XI within any six (6) month period, or three (3) or more violations within any six (6) month period of any state or any municipal law or regulation relating to excessive noise, improper disposal of trash, disorderly conduct, or other nuisances, whether private or public or private; , shall be subject to automatic and immediate revocation of any license previously issued therefor under this Article XI.

9-304 License Requirements

- a. **All STRUs.** The STRU has been registered pursuant to Section 9-307, excepting those to be rented for 14 days a year or fewer annually.
- b. **Operator certification.** An Operator shall certify under penalty of perjury at the time of registration of a STRU that the following facts are true:
 - 1. The Operator is the record owner of the Dwelling Unit offered as an STRU, or is legally authorized to act in relation to the STRU as the record owner; and
 - 2. Offering the dwelling Unit as an STRU complies with all applicable deed restrictions, mortgage covenants, condominium bylaws, or other governing legal documents.
- c. **Local contact.** At the time of registration of an STRU, the Operator shall provide their name and contact information (including a telephone number), and, in the event the Operator is unable to respond in person to any problems or emergencies that may arise regarding the STRU when it is being occupied by guests, the name and contact information (including a telephone number) of the Emergency Contact. The Operator or Emergency Contact shall be available 24-hours per day to respond to guests, neighbors, and City officials, and it shall be a violation of this Article if the Operator or Emergency Contact does not respond within 3 hours of being contacted by a City official or the police department.
- d. **No outstanding violations.** AN STRU shall not be subject to any outstanding building, sanitary, zoning, or fire code notices of violation, orders of abatement, stop work orders, or other any requirements, laws or regulations that concerns the STRU or may in any manner impede or prohibit the Operator from offering the dwelling unit as a Short-Term Rental in compliance with this Article, the Newburyport Zoning Ordinance, and all permits and approvals issued thereunder. If a notice of such violation or other order is duly issued after the dwelling unit has been listed on the Short-Term Rental Registry, the Licensing Board or its designee may suspend registration of such dwelling unit on the Short-Term Rental Registry until the corresponding violation has been cured or such order is otherwise resolved to abate any violations of law or regulation. Any City officer or department issuing said notice of violation or other order shall notify the Licensing Board and the Enforcement Agent in writing of the nature of the violation and its resolution, if any, within five (5) business days of such issuance and/or resolution.
- e. **Compliance and relationship with other laws.** Operators shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Fair Housing Act, G.L .c. 151B and local equivalents and regulations related

thereto, fire codes, health codes, zoning ordinances, the Commonwealth's lodging house licensing statutes, and all other regulations applicable to residential dwellings and the provision of lodging.

- f. **No illegal discrimination between or against guests.** Operators shall not discriminate between or against guests on the basis of race, color, religious creed, national origin, immigration status, sex, age, ancestry, sexual orientation, gender identity and expression, marital, family or military status, or source of income or disability with respect to housing, employment, education, public accommodations, City services, insurance, banking, credit, and healthcare.
- g. **Retention of records.** The Operator shall retain and make available to the Licensing Board, or its designee, upon written request, documents that demonstrate compliance with all provisions this Article, including but not limited to: documentation of the number of days that Operator has resided during the past year or will reside in the dwelling unit in the year of registration; legal instruments evidencing that the Operator is the record owner of the dwelling unit offered as an STRU; and documentation of the number of days during the year of registration that the dwelling unit was: (i) offered, and (ii) rented, as an STRU. The Operator shall retain such records for a period of three (3) years from expiration of the yearly license to which they relate.
- h. **Special conditions.** The Licensing Board may require, as a condition of any license issued under this Article, that specific improvements be made within the structure, or otherwise on the premises, as identified in the drawings submitted pursuant to section 9-307, below, and as required by the Building Commissioner, Fire Prevention Officer, and/or Zoning Administrator to achieve compliance with applicable law.
- i. **Registration number.** The Operator shall include the registration number issued by the City on any listings offering the dwelling Unit as an STRU, including by Booking Agents when their policies so permit, and shall, in all cases, post a sign inside such dwelling Unit providing information on the location of all fire extinguishers, fire exits, and pull fire alarms in such dwelling Unit.

Sec. 9-305 Registration process, certifications, and fee.

- a. **Registration process.** No Operator shall offer a dwelling Unit as an STRU without having first filed an application for approval therefor with the Licensing Board and obtaining the Licensing Board's final approval under this Section 9-307.
 - 1. A license for operation of said STRU shall be valid for one (1) year from the date of issuance.
 - 2. The Operator shall also certify under penalty of perjury that he/she and the dwelling Unit complies with all the requirements of this Article.
 - 3. An Operator registered with the Licensing Board may only hold and operate one (1) STRU license for an OO-STRU or INV-STRU as defined in Newburyport Zoning Ordinance during any licensing year.
 - 4. Upon approval by the Licensing Board, the dwelling Unit approved as an STRU shall be issued a registration number by the Licensing Board.
 - 5. Upon submission of license applications, and from time to time, as deemed necessary by the Licensing Board or its designee, the Licensing Board may compare registration information to other information managed and maintained by the City, in order to effectively verify compliance with the provisions of this Article.
 - 6. The Licensing Board shall make each approval of an STRU, and related documentation including the application, decision, and any supplemental documents, available electronically via the City website within thirty (30) days of such addition.
- b. **Application for Registration.** Each application for registration of an STRU shall include the following information:

1. Name, address, primary phone number and secondary phone number of both the Operator and the Emergency Contact, if different;
 2. Evidence that the Operator is the record owner of the STRU, or is legally authorized to act in relation to the STRU as the record owner;
 3. Address of the STRU;
 4. The zoning district(s) of the STRU, and evidence of a valid STRU special permit or that an STRU special permit application is pending (if applicable);
 5. STRU category: Owner Occupied (OO-STRU), Investor (INV-STRU), or Plum Island (PI-STRU)
 6. Massachusetts Department of Revenue identification number, if already obtained;
 7. Evidence of zoning determination or grant of any required relief from Newburyport Zoning Ordinance (e.g. special permit)
 8. Evidence of a valid liability insurance policy (INV-STRU only). Attestation of a valid liability policy (OO-STRU and PI-STRU).
- c. Application Fees.** A fee of two-hundred dollars (~~\$200~~\$250) per STRU shall be due with each application to register Rental Units as STRUs.
- d. Action Upon application.** Upon submission of a complete application, including all required materials and payment of the required fee:
1. The Licensing Board shall notify the applicant in writing of the place, date, and time of the public meeting at which it will consider and act on the application. Such meeting will be held within thirty (30) days after the date upon which the Licensing Board determines that the application is complete.
 2. The Licensing Board shall approve or approve with conditions those applications for registration that meet the requirements of this Article, and shall issue written notice of its decision within seven (7) days of its meeting, which notice shall be both (1) posted on the City website, and (2) sent by U.S. Mail to the applicant.
 3. Upon approval, the STRU shall be added to the Short-Term Rental Registry.
- e. Annual registration.** Each STRU shall apply for approval annually prior to the expiration of its annual registration, in the same manner as the original application.
- f. Registration upon sale or change of ownership.** Registration of an STRU shall not automatically transfer upon any sale or other transfer in ownership of such dwelling Unit to a new Operator. If a new Operator wishes to continue to list such dwelling Unit as an STRU, such new Operator shall apply to the Licensing Board pursuant to this Article to obtain a new, unique registration number. This requirement applies regardless of whether such sale or other transfer in ownership occurs before expiration of such dwelling Unit's year of registration as an STRU.
- g. Amending registration upon change in owner occupancy.** Unless an exception applies under Section 9-305, if an Operator offering a dwelling Unit as an STRU ceases to be a Primary Resident of such unit, then such Operator shall immediately notify the Licensing Board, which shall cancel the license of the dwelling Unit and remove the same from the Short-Term Rental Registry.
- h. Registration by booking agent.** Nothing herein shall prohibit a Booking Agent from providing registration services on behalf of an Operator with such Operator's written consent.

Sec. 9-306 Room occupancy excise.

A dwelling Unit subject to the provisions of this Article that is also subject to the Room Occupancy Excise under chapter 64G of the General Laws, or to any other excise tax or surcharge applicable to STRUs (including any local option) shall comply with the provisions of said statutes.

Sec. 9-307 Complaint process; violations.

- a. Complaint.** A complaint alleging that an STRU duly registered as provided herein is being operated in violation of the terms of its registration may be filed by any person with the Enforcement Agent, which complaint shall be mailed at the same time by such complainant to the Operator of the STRU at the address set forth in the Short-Term Rental Registry. The complaint shall be in writing and contain the address of the STRU, the date and nature of the alleged violation(s), and the name and contact information of the complainant, and shall certify that such complaint was mailed to the Operator as required.
- b. Review of complaint.** Within seven (7) days after receipt of a complaint under this section 9-308, the Enforcement Agent shall investigate the circumstances of such complaint. Within fourteen (14) days of receipt of such complaint, the Enforcement Agent shall determine if a violation has occurred, and shall provide written notice of her determination to the complainant, the Operator, and the Licensing Board. The Enforcement Agent shall keep records of all complaints received, a summary of the investigation into the same, and the determination made and reasons therefore.
- c. Appeal.** An Operator may appeal a determination of violation to the Licensing Board by filing a written notice of appeal with the Board no later than fourteen (14) days following issuance of the determination.
- d. Public hearing.** Upon the filing of an appeal from the Enforcement Agent's determination of violation, the Licensing Board shall conduct a hearing on such appeal.
 - 1. The Licensing Board shall notify the Operator in writing of the place, date, and time of the public hearing no less than seven (7) days prior to the hearing date, and no later than twenty-eight (28) days after receipt of the Enforcement Agent's determination;
 - 2. Upon holding a public hearing, the Licensing Board shall determine if a violation occurred and issue a written decision giving the Licensing Board's reasons for its decision, which decision shall be (1) posted on the city website, and (2) sent by U.S. Mail to both the applicant and the Complainant.
 - 3. If the Licensing Board determines a violation has occurred, in issuing its decision the Licensing Board may issue a warning, suspend the use of the STRU until the violation is corrected, condition the use of the STRU upon the completion of remedial action determined by the Board, or make such other order as is reasonably calculated to achieve compliance.
- e. Judicial appeal.** Any person aggrieved by a final decision of the Licensing Board may seek relief therefrom in any court of competent jurisdiction, as provided by the laws of the Commonwealth.

Sec. 9-308 Penalties

- a. Offering an ineligible unit as an STRU.** Any person who offers an STRU, or any Booking Agent who accepts a fee for so booking such real property, where such STRU is not listed on the Short-Term Rental Registry and is not eligible for such listing, shall be subject to a fine of up to three-hundred dollars (\$300) per day. Each day's failure to so comply with Section 9-303 or any other order in connection with the violation described in this subsection (a) of Section 3-309 shall constitute a separate violation. The City may also seek an injunction from a court of competent jurisdiction prohibiting the offering of the STRU.
- b. Failure to register.** Any person who offers an STRU eligible for registration under this Article without having registered the STRU, or any person who offers or rents a registered STRU that has been suspended pursuant to any applicable federal, state, or municipal law, code, or regulation, shall be fined up to three-hundred dollars (\$300) per violation per day. Each day's

failure to comply with a Violation Order or any other order in connection with the violation described in this subsection (a) of section 9-309 shall constitute a separate violation.

- c. **Failure to comply with Violation Order.** Any person who fails to comply with any notice of violation or other order issued pursuant to this Article by the Licensing Board or its designee may be fined up to three hundred dollars (\$300) per violation per day. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation.

Sec. 9-309 Enforcement

- a. **Enforcement by the City.** The provisions of this section may be enforced in accordance with the noncriminal disposition process of MGL Chapter 40, Section 21D, and if applicable, by seeking to restrain a violation by injunction in any court of competent jurisdiction.
- b. **Enforcement by Booking Agent.** The City of Newburyport may enter into agreements with Booking Agents for assistance in enforcing this Article, including, but not limited to, covenants whereby the Booking Agent shall agree: (1) to remove a listing from its platform if such listing exceeds the maximum number of days that an STRU may be offered under the provisions of this Article; (2) to remove a listing from its platform that is deemed ineligible for use as an STRU under the provisions of this Article; and (3) to prohibit an Operator from listing any STRU in the City without having first obtained a valid registration number from the Licensing Board.

Sec. 9-310 Deregistration

In the event that a Dwelling Unit will cease to be offered as an STRU, such holder of the license shall contact the Licensing Board in writing to be removed. Dwelling units attached to licenses that are not renewed shall be removed from the registry upon expiration of said license.

Sec. 9-311 Data sharing

A Booking Agent shall provide to the Licensing Board, upon request, an electronic report of the listings maintained, authorized, facilitated, or advertised by such Booking Agent within the City of Newburyport during the applicable reporting period.

Sec. 9-312 Effective date.

The provisions of Article XI shall take effect one-hundred and eighty (180) calendar days after the date of adoption.

Sec. 9-313 Severability.

The provisions of Article XI are severable. In the event that any provision of Article XI is determined by a court of competent jurisdiction to be invalid for any reason, the remaining provisions of Article XI shall remain in full force and effect.

Councillor Sharif I. Zeid

In City Council January 27, 2020:

Motion to refer to License & Permit by Councillor Devlin, seconded by Councillor Zeid. So voted.

In City Council December 13, 2021:

Motion to invoke Rule 7H to move to the next City Council Session by Councillor Devlin, seconded by Councillor Tontar. So Voted.

In City Council October 30, 2021:

Motion to approve on 1st reading by Councillor Zeid, seconded by Councillor Lane.

Friendly amendment to change the fee in Sec. 9-305 C to \$250 by Councillor McCauley.

Motion to amend to language in Sec. 9-303 by Councillor Vogel, seconded by Councillor Lane. So voted.

Motion to approve on 1st reading as amended by Councillor Zeid, seconded by Councillor Lane. Roll call vote.

11 yes. Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

February 27, 2023

ORDERED:

A ZONING AMENDMENT TO ALLOW REGULATED SHORT-TERM RENTAL UNITS IN SPECIFIED DISTRICTS

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

THAT the Zoning Ordinance of the City of Newburyport, Massachusetts (the "Zoning Ordinance") be amended to insert new rows within Section V-D (Table of use regulations), as follows:

USE	NUM	CON	HSR-A, HSR-B	R-1	R-2	R-3	B-1	B-2	B-3	I-1	I-1B	I-2	M	WMD	WMU
Owner-Occupied Short-Term Rental Unit (OO-STRU) ^(m)	111A	NP	P ^(l)	P ^(l)	P ^(l)	P ^(l)	P ^(l)	P ^(l)	P ^(l)	NP	NP	NP	NP	NP	NP
Investor Short-Term Rental Unit (INV-STRU) ^(m)	111B	NP	SP ^(k)	SP ^(k)	SP ^(k)	SP ^(k)	SP ^(k)	SP ^(k)	SP ^(k)	NP	NP	NP	NP	NP	NP
Plum Island Short-Term Rental Unit (PI-STRU) ^(m)	111C	NP	NP	NP	NP	P ⁽ⁿ⁾	NP	NP	NP	NP	NP	NP	NP	NP	NP

- (k) Subject to the STRU special permit provisions set forth in Section V-G.
- (l) Requires application for a Zoning Review and issuance of a Zoning Determination as set forth in Section V G.
- (m) In addition to approval under the Zoning Ordinance, as further noted in Section V-G, all short-term rental uses require the issuance and maintenance of a valid License from the Licensing Commission pursuant to a related General Ordinance (Chapter 9, Article XI of the Newburyport Code of Ordinances).
- (n) Plum Island Overlay District only.

THAT the Zoning Ordinance be further amended to insert new rows within Section V-E (List of allowable uses), as follows:

1. RESIDENTIAL		
USE	NUM	DESCRIPTION
Owner-Occupied Short-Term Rental Unit (OO-STRU)	111A	An STRU, as defined in Section V-G, in a dwelling unit occupied by the Operator as the Operator's Primary Residence or located on the same lot as the Operator's Primary Residence and under common ownership. When required by this Ordinance, the Operator must be physically present at the Operator's Primary Residence when the OO-STRU is occupied by renters.
Investor Short-Term Rental Unit (INV-STRU)	111B	An STRU, as defined in Section V-G, in a dwelling unit located outside of the Plum Island Overlay District (PIOD) and not occupied by the Operator as the Operator's Primary Residence and that has been registered with the State of Massachusetts's Public Registry of Lodging Operators as of February 27th, 2023. The Operator may be physically present at the lot when the INV-STRU is occupied by renters, but is not required to be so present, as set forth in this ordinance.
Plum Island Short-Term Rental Unit (PI- STRU)	111C	An STRU, as defined in Section V-G, in a dwelling unit located within the Plum Island Overlay District (PIOD). The Operator may be physically present at the lot when the PI-STRU is occupied by renters, but is not required to be so present, as set forth in this ordinance.

THAT the Zoning Ordinance be further amended to insert a new Section V-G, as follows:

V-G Short-Term Rental Units

- 1. Purposes.** The purposes of this section V-G include
 - a. To define short-term rental use and regulate the use of short-terms rentals in the City;
 - b. With the overall well-being of residents and neighborhoods in mind, to strike a balance between competing interests such as the need for long-term rental housing and the benefits of STRUs
 - c. To minimize the adverse effects on residential properties and neighborhoods that may arise from residential properties being used as STRUs.
- 2. Definitions.** Except as otherwise specified herein, all terms used in this Section V-G shall be as defined in 830 CMR 64G.00 (Room Occupancy Excise).

Short Term Rental Unit (STRU): Use of a dwelling unit, or portion thereof, consistent with Section V-G, for residential occupancy for a period of fewer than thirty (30) consecutive days per occupancy, and more than fourteen (14) cumulative days of occupancy per year in exchange for monetary payment or any other form of consideration. An STRU shall not include any other transient occupancy use listed in this Ordinance, including, without limitation, Hotel, Lodging House, or Bed and Breakfast.

Certified Plot Plan: A stamped drawing, drawn to a measurable scale by a state-registered engineer or a state-registered land surveyor that shows a parcel of land, its boundary lines and total square footage, and locates all existing structures (e.g. house, decks, pools, garages, fences, driveways, sheds, and parking spaces).

Operator: A natural person who is an owner of record of the dwelling unit or is legally authorized to act in relation to the STRU as the owner of record. Such owner may be, without limitation, an individual owner, alone or together with others, a trustee of a trust, a manager of an LLC, or an officer of a corporation. A natural person legally authorized to act for the record owner shall be duly designated by the licensing authority as the responsible party for an STRU. Only one natural person may be the Operator of any given STRU.

Operator's Agent: Any natural person who or entity that manages an STRU on behalf of an Operator, including a property manager, property management company, or real estate agency.

Primary Residence: The dwelling unit in which the Operator resides for no fewer than 183 days of every year and at which such residence the Operator certifies, under pains and penalties of perjury, that they occupy the subject property for the prescribed period. Said certification shall be submitted with any Request for Zoning Review pursuant to this section, accompanied by two (2) forms of documentation to substantiate the certification such as a valid Massachusetts Driver's License or state-issued identification card, valid motor vehicle registration, current voter registration card, or current census listing.

3. Requirements and restrictions. Each STRU shall comply with the following requirements:

	Operator Residency	Operator Presence When Guests Present	Max Occupancy	Max Days Per Year STRU may be used	Max number STRUs per Operator
Owner-Occupied Short-Term Rental Unit (OO-STRU)	Operator's Primary Residence	Owner must be physically present overnight for any short-term rental night in excess of 120 short-term rental nights during any licensed year.	3 bedrooms, and 6 guests	No Limit, provided Operator is present as required	One (1) cumulatively
Investor Short-Term Rental Unit (INV-STRU)	No restriction	No presence requirement			
Plum Island Short-Term Rental Unit (PI-STRU)	No restriction	No presence requirement	6 bedrooms, and 12 guests	No Limit	No Limit

4. STRU Zoning Review by Zoning Administrator. When Section V-D lists an STRU use as permitted by right ("P"), such use shall require the issuance in writing of a Zoning Determination as follows:

- a. Persons wishing to operate an OO-STRU, INV-STRU, or PI-STRU use shall submit an online application for a Zoning Review by the Zoning Administrator. Only upon the issuance of a written Zoning Determination by the Zoning Administrator that "no zoning relief is required" shall this use be deemed permitted at a given location.
- b. A Zoning Determination under this provision shall lapse automatically after a period of three (3) years, after which the STRU use shall terminate unless a new Zoning Determination has previously been issued to allow the STRU use to continue. In order to avoid a lapse in STRU use, such review and approval by the Zoning Administrator shall be completed upon the earlier of (i) three (3) years since the date of the prior written Zoning Determination, and (ii) immediately upon any change-of-ownership or use or issuance of a decision granting zoning relief, such as Special Permits or variances, for the subject lot or (iii) the issuance of any building permit exceeding 50% of the value of the assessed value of the structures on the subject lot.
- c. A Zoning Determination for an STRU shall constitute a decision of the Zoning Administrator appealable to the Zoning Board of Appeals pursuant to MGL Chapter 40A Section 8 and Section X-H.5 of this Ordinance. If so appealed, and if such use is approved by the Zoning Board of Appeals, the three (3) year life of such use shall begin from the date of such board's decision, rather than that of the appealed Zoning Determination.

5. STRU Special Permit. When Section V-D lists an STRU use as permitted by Special Permit ("SP"), the Zoning Board of Appeals shall be the Special Permit Granting Authority (SPGA), and the following provisions shall apply:

- a. The final deadline to apply for a Special Permit hereunder shall be six (6) months from the effective date of this Ordinance.
- b. An STRU special permit shall lapse automatically after a period of three (3) years, shall be personal to the applicant, shall not be transferable, and shall not run with the land. In this context, "personal to the applicant" means that the special permit shall lapse sooner than the normal three-year duration if the applicant ceases to have a substantial ownership interest, direct or beneficial, in the STRU. In every instance, and notwithstanding the aforementioned three (3) year term, all Special Permits issued pursuant to this section shall automatically expire

on June 30th, 2027 and may not be extended by Variance or any other means. No Special Permit shall be issued hereunder after said date or for any period extending beyond said date.

- c. In accordance with the above all Special Permits for STRU use hereunder require renewal of Special Permit approval after three (3) years, and as such said use cannot become a lawful nonconforming use beyond said three (3) year term, unless a new STRU Special Permit is applied for and approved in accordance with this Section.
- d. In order to avoid a lapse in STRU use, a new STRU special permit must be granted prior to the expiration of the special permit or change in ownership.

6. Application Requirements for Any STRU. Each application for an STRU Zoning Review and/or special permit shall include all the following information, as applicable. Additional information may be required by the non-zoning, licensing process provided for elsewhere the Newburyport Code of Ordinances:

- i. Evidence that the Operator is the record owner of the STRU (e.g an Assessors Card), or is legally authorized to act in relation to the STRU as the record owner;
- ii. Address of the STRU and proposed STRU type (OO-STRU, INV-STRU, or PI-STRU);
- iii. For OO-STRUs and PI-STRUs – Public record site plan (e.g., an export from the online municipal Geographic Information System or “GIS”) that indicates: (1) Existing structure(s) at the property; (2) Location of any proposed STRU; and (3) interior floor plan or sketch that indicate (1) the bedroom(s) proposed for use by STRU guests, the Operator, and any other person occupying the proposed STRU, and (2) the location of kitchen facilities and/or bathrooms for use by occupants; and (4) Off-street parking area(s) to accommodate all uses of the property, including the proposed STRU.
- iv. For INV-STRUs – (A) A Certified Plot Plan, (B) proposed site plan that indicates: (1) proposed structure(s) at the property; (2) location of any proposed STRU; and (3) off-street parking area(s) to accommodate all uses of the property, including the proposed STRU, and (C) interior floor plan(s) that indicate (1) the bedroom(s) proposed for use by STRU guests, the Operator, and any other person occupying the proposed STRU, and (2) the location of kitchen facilities and/or bathrooms for use by occupants; and
- v. For any OO-STRU application, the applicant must provide a minimum of two (2) forms of valid proof of residency consistent with the definition of Primary Residence provided herein.

7. General Requirements for any STRU

- a. An STRU may only be established in conjunction with a lawful dwelling unit within one of the following four principal residential uses: One family (Use 101), Two-family (Use 102), Multifamily (Use 103), and Mixed Use (Use 405).
- b. All occupants of the STRU and of the dwelling unit within which the STRU is located must have shared access to the same primary kitchen facility.
- c. The STRU shall comply with any applicable requirement for off-street parking as set forth in Section VII-B.
 - i. When the principle residential use to which the STRU is to be established in conjunction with is lawfully nonconforming as to the off-street parking requirements of this ordinance, such lawful nonconformity may continue and the addition of an STRU shall only require any additional parking spaces required by Section VII-B for the applicable STRU.
 - ii. No Variance from any off-street parking requirement shall be granted for an STRU use.

- d. The Operator shall make those specific physical improvements as required by the Building Commissioner, Fire Prevention Officer, Board of Health and/or Zoning Administrator to achieve compliance with applicable law, prior to initiating such STRU use on the subject property.
- e. In the B-2 and B-3 zoning districts, each STRU shall be located solely above the first floor of the structure.
- f. There shall be no external, physical evidence (including any signs or other advertising) of the STRU to differentiate it in appearance from the single-family, two-family, multi-family residential or mixed-use premises in which it is located, nor from other residential properties similarly situated.
- g. The STRU shall not create excessive noise, fumes, odor, dust, vibration, heat, glare, or electrical interference nor shall they create litter or other common nuisances.
- h. Using an Operator's Agent does not relieve the Operator of any of their duties to comply with every provision of this Section V-G, nor their legal liability for any failure to so comply, including the limitation on number of STRU's per Operator. An Operator's Agent is not limited in how many STRU's they may manage for different Operators.
- i. The Operator shall comply with all applicable federal, state and local laws and regulations. Notwithstanding this requirement, an STRU may be established on a lot or within a building that is lawfully nonconforming to a provision of this zoning ordinance (including off-street parking requirements) without being required to fully conform to such provision.

8. Ineligible dwelling units. Notwithstanding anything in this Zoning Ordinance to the contrary, the following dwelling units shall be ineligible for any STRU use.

- a. A dwelling unit that makes up all or part of a residential use as defined under the Newburyport Zoning Ordinance other than One-family (Use 101), Two-family (Use 102), or Multifamily (Use 103), or any such lawful uses if contained within a mixed-use structure (Use 405);
- b. A dwelling unit that has been designated as below-market or income-restricted subject to affordability covenants, or that is otherwise subject to housing or rental assistance under local, state or federal law, including, without limitation, so-called inclusionary or Section 8 housing;
- c. A dwelling unit subject to any requirement of local, state or federal law that prohibits the leasing or sub-leasing of the unit or use of the unit as an STRU;
- d. "In-law apartments" as that term is defined in the Newburyport Zoning Ordinance, or successor or similar uses, such as so-called accessory dwelling units or secondary dwelling units; and
- e. Campers, trailers, recreational vehicles, mobile homes, boats, tents, lean-tos, or any other similar space, or structure, whether temporary or permanent.
- f. Any dwelling unit located within the Smart Growth District.
- g. Any portion of a Hotel, Lodging House, or Bed and Breakfast use.
- h. Any dwelling unit where STRUs have been prohibited by a legally binding agreement, such as a condominium bylaw.

9. Effective Date & Enforcement. The provisions of this Section V-G shall take effect upon adoption of this ordinance, with all provisions becoming enforceable against all property located within the City one-hundred and eighty (180) calendar days after such effective date.

10. Severability. The provisions of this section are severable and, in the event that any provision of this section is determined to be invalid for any reason, the remaining provisions shall remain in full force and effect.

THAT the Zoning Ordinance be further amended to insert new rows within Section VII-B (Parking requirements), as follows:

USE	NUM	PARKING REQUIREMENT
Owner-Occupied Short-Term Rental Unit (OO-STRU)	111A	The minimum parking required for the principal residential use <i>(including recognition of any preexisting nonconformity for same)</i> , plus 1 additional parking space for the STRU use, except that the renting of only 1 or 2 bedrooms shall not require the additional space.
Investor Short-Term Rental Unit (INV-STRU)	111B	The minimum parking required for the principal residential use <i>(including recognition of any preexisting nonconformity for same)</i> , plus 1 additional parking space for the STRU use, except that the renting of only 1 or 2 bedrooms shall not require the additional space.
Plum Island Short-Term Rental Unit (PI- STRU)	111C	The minimum parking required for the principal residential use <i>(including recognition of any preexisting nonconformity for same)</i> .

Councillor Sharif I. Zeid

In City Council February 27, 2023:

Motion refer to Planning & Development COTW by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 11 yes. Motion passes.

In City Council October 30, 2023:

Motion to approve ODNC00141_02_27_2023 on 1st reading by Councillor Zeid, seconded by Councillor Preston.

Motion to amend by striking 111B and all language related to 111B as noted in draft amendment by Councillor Cameron, seconded by Councillor Donahue.

10-minute recess to review the draft amendment.

Motion to amend the amendment to remove the removal of 111B and all language related to it, and to change V-G 5b from June 30th, 2030 to June 30th, 2027 by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 9 yes, 2 no (Donahue, Preston). Motion passes.

Motion to move the question by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 7 yes, 4 no (Wallace, Cameron, Donahue, Shand). Motion fails.

Motion to approve as amended on 1st reading by Councillor Zeid, seconded by Councillor Preston. Roll call vote. 10 yes, 1 no (Donahue). Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

August 28, 2023

*(As Amended with the Planning Board in Committee on 10/4/2023)***ORDERED:****A ZONING ORDINANCE AMENDMENT TO PERMIT INDOOR AND OUTDOOR RECREATIONAL USES IN A LIMITED PORTION OF THE NEWBURYPORT BUSINESS PARK**

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

WHEREAS, The Newburyport City Council works to encourage indoor and outdoor and recreational activities for all residents in appropriate locations within the City; and

WHEREAS, there are currently limited areas within the City to provide for the development, creation or expansion of said indoor and outdoor recreational uses.

WHEREAS, a few similar uses already exist within a limited portion of the Newburyport Business Park *(more particularly along the corridor created by Graf Road and Parker Street)*.

THEREFORE, LET IT BE ORDAINED THAT Sections V-D (Table of Use Regulations), VI-A (Dimensional Controls), and VII-B(Parking Requirements) be amended and revised, pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~stricken through and bold~~ and additions **double underlined and in bold** as follows:

Section V-D – Table of Use Regulations

USE	NUM	CON	HSR-A, HSR-B	R-1	R-2	R-3	B-1	B-2	B-3	I-1	I-1B	I-2	M	WMD	WMU
Outdoor Health and Recreational Facility (j)	305	NP	NP	NP	SP	NP	NP	NP	NP	<u>NP</u> <u>SP</u> <u>(k)</u>	<u>NP</u> <u>SP</u> <u>(k)</u>	NP	NP	NP	NP

USE	NUM	CON	HSR-A, HSR-B	R-1	R-2	R-3	B-1	B-2	B-3	I-1	I-1B	I-2	M	WMD	WMU
Indoor Health and Recreational Facility (j)	406	NP	NP	NP	NP	SP	P	P	P	NP SP (k)	NP SP (k)	NP	NP	NP	SP(e)

Add a new footnote (k) as follows:

(k) Use permitted by Special Permit only on properties with frontage and vehicular access from Henry Graf Jr. Road, New Pasture Way and/or Parker Street (between the intersection with Henry Graf Jr. Road and easterly to the MBTA Commuter Rail Station/Clipper City Rail Trail). Otherwise prohibited in I-1 and I-1B Districts.

Section VI-A – General Regulations (Table of Dimensional Requirements)

Use	Num	District	Lot Area	Street Frontage	Height	% Lot Cov.	Open Space	Front	Side	Rear
Outdoor Health and Recreational Facility	305	R-2, <u>I-1, I-1B</u>	196,020 (4.5 acres) <u>60,000 (within the I-1 and I-1B Districts)</u>	200	30	30	NA	50	50	50
Indoor Health and Recreational Facility	406	B-1, <u>I-1, I-1B</u>	20,000	90	35 <u>(40 within the I-1 and I-1B District s)</u>	30 <u>(40 within the I-1 and I-1B District s)</u>	NA	20	20	20
	406	B-2	10,000	60	40	100	NA	0	0	0
	406	B-3	20,000	90	40	60	NA	20	20	20
	406	WMU	10,000	60	40	30	NA	20	20	20

Section VII-B – Parking Requirements

USE	NUM	PARKING REQUIREMENT
Outdoor Health and Recreational Facility	305	1 per 1,000 sq ft of court or other game play area 1 per 300 sq ft of surface pool area Parking requirements shall be cumulative for all uses on the lot <u>Note: In granting a Special Permit for this use, the Planning Board may increase these parking requirements.</u>
Indoor Health and Recreational Facility	406	1 per 1,000 square ft of court area or other game play area 1 per 300 sq ft of other indoor recreational areas Parking requirements shall be cumulative for all uses on the lot <u>Note: In granting a Special Permit for this use, the Planning Board may increase these parking requirements.</u>

AND FURTHER, THAT a new Section VI-P be inserted within the Ordinance, said section to read as follows:

Section VI-P – Setback for Outdoor Recreational Facilities

Any outdoor recreational facility shall be set back from all property lines by one-half of the required yard on the adjoining property or 25 feet, whichever is greater. This provision shall not apply to an outdoor recreational facility that (a) is accessory to a single-family or two-family dwelling, or (b) is treated as a building for setback purposes because it is enclosed for portions of the year by a retractable or mobile enclosure system.

Councillor Heather L. Shand

Councillor James J. McCauley

Councillor Edward C. Cameron Jr.

In City Council August 28, 2023:

Motion to refer to Planning & Development and COTW by Councillor McCauley, seconded by Councillor Preston. Roll call vote, 11 yes, motion passes.

In City Council October 30, 2023:

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

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 16, 2023

AN ORDINANCE TO ADD A 15 MINUTE PARKING SPACE IN DOWNTOWN

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. 13-176.2 – Same – Fifteen minutes.

No person shall park any vehicle for longer than fifteen minutes on the following described streets or parts thereof:

<i>Street</i>	<i>Extent</i>
<u><i>Pleasant Street</i></u>	<u><i>The first space on the southerly side of Pleasant Street at the intersection State Street and Pleasant Street</i></u>

Councillor Jennie L. Donahue

In City Council October 16, 2023:

Motion to collectively refer ODNC00161, ODNC00162, and ODNC00163 to Public Works & Safety by Councillor McCauley, seconded by Councillor Preston. So voted.

In City Council October 30, 2023:

Motion to approve on 1st reading by Councillor Wallace, seconded by Councillor Cameron. Roll call vote. 10 yes, 1 no (ZEID). Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 16, 2023

AN ORDINANCE TO LIMIT ON-STREET PARKING ON TOPPANS LANE

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:

<i>Street</i>	<i>Zones</i>
<u><i>Toppans Lane</i></u>	<u><i>East side of street, opposite Highland Avenue from the crosswalk to a point 45 feet south.</i></u>

Councillor James J. McCauley

In City Council October 16, 2023:

Motion to collectively refer ODNC00161, ODNC00162, and ODNC00163 to Public Works & Safety by Councillor McCauley, seconded by Councillor Preston. So voted.

In City Council October 30, 2023:

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

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

October 16, 2023

AN AMENDMENT TO AN ORDINANCE TO ADD A NEW HANDICAPPED PARKING SPACE PURUSANT TO SECTION 179 OF CHAPTER 13 (TRAFFIC AND MOTOR VEHICLES) OF THE MUNICIPAL CODE

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

Chapter 13	Traffic and Motor Vehicles
Article 4	Specific Street Schedules
Division 6	Stopping, Standing and Parking
Section 13-179	Handicapped Zones

Amend Section 13-179 by inserting a new line, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

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 as designated by signs and symbols:

Federal Street

One (1) space on the east side located in front of the between 57 feet and 77 feet south of Beck St (in the in front of 29 Federal St.). for a period of five years. Said space shall be so designated on Sundays only from 9 am to 1 pm

Councillor Sharif I. Zeid

In City Council October 16, 2023:

Motion to collectively refer ODNC00161, ODNC00162, and ODNC00163 to Public Works & Safety by Councillor McCauley, seconded by Councillor Preston. So voted.

In City Council October 30, 2023:

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

COMMITTEE ITEMS

Committee Items – November 13, 2023

Budget & Finance

In Committee:

- ORDR00472_06_26_2023 Streets Sidewalks Loan Order \$6,000,000 (COTW) *Amended in Cmte 11/9/2023*
- COMM00514_10_30_2023 Retirement Board Expense Budget C/Y 2024
- TRAN00171_10_30_2023 DPS: Water Retained Earnings \$130,000 to
Water 1-Ton Dump truck Purchase \$130,000
- TRAN00172_10_30_2023 Mayor: General Fund Free Cash \$128,485.01 to
Opioid Stabilization Fund \$128,485.01
- TRAN00173_10_30_2023 Mayor: General Fund Free Cash \$21,395.19, Water Retained Earnings
\$19,242.17, Sewer Retained Earnings \$54,588.08, and Harbormaster
Retained Earnings \$1,042.90 to Multiple Accounts (attached) \$96,268.34
- TRAN00174_10_30_2023 Mayor: Police Accreditation Allowance \$102,599, Budget Contingency
\$75,103, and Police Technology Stipend \$24,500 to PO Salaries \$177,906,
PO OT \$19,203, and PO Night Differential \$5,093
- TRAN00170_10_16_2023 Mayor: Paid Parking Fund \$12,5000 to HWY Portable Restrooms \$12,500

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 26, 2023

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

Further Ordered: That Order 119_06_10_19 of the City Council amended on October 28, 2019 appropriating \$6,000,000 to maintain and/or repair public streets, ways, walkways, and sidewalks under the jurisdiction of the city is hereby rescinded.

Councillor Sharif I. Zeid

In City Council June 26, 2023:

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

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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 OCT 26 P 12:55

Board Members

*Joseph Spaulding, Chairman
Jeffrey Cutter, Vice-Chairman
Larry Giunta, Board Appointee
Ethian Manning, City Auditor
John Moak, Mayor Appointee*

*Laurie Burton, Executive Director
LaurieBurton@NewburyportRetirement.org
Derek Minervini
Assistant to the Executive Director
DMinervini@NewburyportRetirement.org
Telephone: (978)465-6619, FAX: (978)462 4042*

Date: October 26, 2023

To: President and Members of the City Council

From: Newburyport Retirement Board

Re: Retirement Board Expense Budget C/Y 2024

Section 36 of Chapter 306 of the Acts of 1996 states that all Retirement Boards shall adopt an annual budget and supplemental budgets as deemed necessary by said Board. Said budgets shall be funded solely from the investment income account of each system and without any further appropriation from the municipality of said Board. The law states that at least 30 days prior to the adoption of said budget, the Board shall file said budgets with the appropriate legislative body.

The Newburyport Retirement Board manages a fund of approximately \$114 million, and has a monthly retiree payroll of over \$750,000. The Retirement Board's proposed 2024 budget is \$445,101. Increases over the 2023 budget are primarily due to legal expenses, and employee benefits.

This Budget is provided to City Council for informational purposes only and no action needs to be taken by the Council. The Board will vote to adopt the attached 2024 proposed budget at its meeting on November 30, 2023.

Sincerely,



Joseph Spaulding
Chairman
Newburyport Retirement Board

Proposed

Newburyport Retirement Board Budget

Calendar Year 2024

Administrative Office Expenses	25,928
Board Member Stipends	22,500
Conference & Travel	6,000
Contracts/Software	33,618
Education & Training	3,296
Fiduciary Insurance	5,500
Furniture & Equipment	515
Health Insurance Benefits	36,000
Legal	23,000
Rent	14,400
Salaries	274,344
Total Budget	\$ 445,101



CITY OF NEWBURYPORT FY 2024

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

TRANSFER/APPROPRIATION REQUEST

OCT 23 P 2:58

Department: Department of Public Services

Submitted by: Wayne S. Amaral, Director

Date Submitted: 10/30/2023

Transfer From:

Account Name:	Water Retained Earnings	Balance:	\$ 1,290,169.00
Account Number:	60-35920	Category:	\$ -
Amount:	\$130,000.00	Trans I/O:	\$ -

Why Funds Are Available:

The Massachusetts Department of Revenue certified Retained Earnings for the Water Enterprise Fund for FY2024 at \$1,290,169. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.

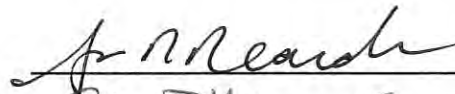
Transfer To:

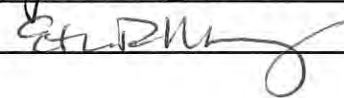
Account Name:	Water 1-Ton Dump Truck Purchase	Balance:	\$ -
Account Number:	New capital account	Category:	\$ -
Amount:	\$130,000.00	Trans I/O:	\$ -

Why Funds Are Needed:

The replacement of a Water Division one-dump truck appears in the Capital Improvement Program under WA11. Due to a change in DPS leadership, all vehicle and major equipment replacements were put on hold during the FY2024 capital funding cycle to allow the new director to evaluate departmental needs. The 2011 truck being replaced was recently taken off the road as it failed inspection. This is the only small dump truck available to the water crew and is a critical asset for daily water distribution operations. Due to current interest rates, purchasing the truck from water retained earnings is recommended instead of a three-year lease-to-purchase agreement.

Sean R. Reardon, Mayor:





Date: 10/23/2023

Ethan R. Manning, Auditor:

Date: 10/23/2023

City Council Action:



Stoneham Motor Co.

185 Main St
Stoneham, MA 02180
781-438-0490

QUOTE

QUOTE NO.
DATE

F6L-2024
10/3/2023

TO

WATER DPT TRUCK
(EMERGENCY RESPONSE)

Newburyport DPW
Ron

Quoted By:

Giovanni Martins
(978) 490-7195
giovanni@StonehamFord.com

Specs:

Notes:

Specs attached

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
2024 Ford F-600	1.00	\$63,930.00	\$63,930.00
Dump Body & Equipment	1.00	\$58,625.00	\$58,625.00
			\$0.00
LETTERING	2000		\$0.00
RADIO	7500		\$0.00
			\$0.00
			\$0.00
GPS UNITS	200		\$0.00
	4700		\$0.00
			\$0.00
TOTAL DUE			\$122,555.00

THANK YOU FOR YOUR BUSINESS!

4700
SM \$130.000

J.C. MADIGAN INC.
450 OLD UNION TURNPIKE
LANCASTER, MA.

SALES DEPT.
TEL. (978)847-2900
FAX (978)847-0068

QUOTE: TOWN OF NEWBURYPORT DEPT. OF P.W.

TO GIOVANNI @ STONEHAM FORD

FROM JOHN DWYER

- 1) 9 FT 3 TO 4 CUYD 10 GAUGE STEEL DUMP BODY WITH STRUCTURAL STEEL 12" ON CENTER CROSSMEMBERS AIR-FLO PRO-CLASS SERIES MOUNTED ON TOWN SUPPLIED CHASSIS UNDERCOATED AND PAINTED BLACK WITH THE FOLLOWING
- A) 24" STEEL CABSHIELD W/ MESH SCREEN WINDOW & (4) RECESSED LED FLASHERS (2) FRONT (2) SIDE
 - B) AERO AUTO TARPING SYSTEM W/ ALUM. ARMS & ASPHALT COVER
 - C) (2) LED FLASHERS RECESSED @ CORNER POSTS / (2) FRONT GRILL (CODE 3) SEPARATE SWITCH FOR FLASHER/WORKLIGHTS
 - D) AIR-FLO UNDERBODY HOIST ASSEMBLY
 - E) TRANSMISSION MTD. CENTRAL HYDRAULICS W/ HOTSHIFT PTO, 4-WAY PLOW, REMOTE MANUAL SANDER CONTROLS AND DUMP CONTROLS
 - F) REAR FLAPS & S/S DEFLECTOR @ REAR WHEELS / BACKUP & LIFT ALARMS
 - G) ½" PINTLE PLATE W/ 2" RECEIVER, COMBO INSERT, D-RINGS, 7 PIN TRAILER PLUG, & FACTORY ELECTRIC BRAKES WIRED IN.
 - H) SNAP-LATCH TAILGATE CLOSING MECHANISM
 - I) STAINLESS FRAME MOUNTED CURBSIDE TOOLBOX SIZED TO FIT
 - J) (3) TAILGATE MOUNTED COAL DOORS
 - k) ALUMINUM L-PAK TOOLBOX
- 2) 9' EVEREST VRL SERIES VORTEX STYLE STEEL MOLDBOARD TRIP EDGE SNOW PLOW W/ EVEREST 450/550 HITCH ASSEMBLY CONTROLLED BY CENTRAL HYDRAULIS & INSTALLED W/ CUTTING EDGE, ABL PLOWLIGHTS, AND GUIDE POLES

PRICE \$58,625.00

NEED: F600, 84"CA, 4x4, PTO PROV, DIESEL, SNOW PLOW PREP, OUTFITTER SWITCHES

APPROVAL _____ DATE _____

PO# _____ 09/25/2023



CITY OF NEWBURYPORT FY 2024

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

TRANSFER/APPROPRIATION REQUEST

2023 OCT 23 P 2:58

Department: Mayor's Office

Submitted by: Sean R. Reardon, Mayor

Date Submitted: 10/30/2023

Transfer From:

Account Name:	General Fund Free Cash	Balance:	\$ 3,384,876.00
Account Number:	01-35910	Category:	\$ -
Amount:	\$128,485.01	Trans I/O:	\$ -

Why Funds Are Available:

The Massachusetts Department of Revenue certified Free Cash for FY2024 at \$3,384,876. 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:	Opioid Stabilization Fund	Balance:	\$ 22,303.05
Account Number:	8269-49700	Category:	\$ -
Amount:	\$128,485.01	Trans I/O:	\$ -

Why Funds Are Needed:

On June 26, 2023, the City established an Opioid Stabilization Fund (ORDR00459_06_12_2023) and dedicated 100% of the opioid settlement recoveries to that fund. New stabilization funds do not take effect until the next fiscal year when voted, therefore the opioid settlement distributions totaling \$128,485.01 that were received before July 1, 2023, needed to be closed to free cash. This appropriation will allow the funds to go back into the Opioid Stabilization Fund so that they can be spent in accordance with the statewide settlement agreement. The City has received one distribution thus far in FY2024 of \$22,303.05, therefore the total balance in the fund following this transfer will be \$150,788.06.

Sean R. Reardon, Mayor:

Date: 10/23/2023

Ethan R. Manning, Auditor:

Date: 10/23/2023

City Council Action:



CITY OF NEWBURYPORT FY 2024 TRANSFER/APPROPRIATION REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2023 OCT 23 P 2: 58

Department: Mayor's Office

Submitted by: Sean R. Reardon, Mayor

Date Submitted: 10/30/2023

Transfer From:

Account Name:	General Fund Free Cash	Balance:	\$ 3,384,876.00
Account Number:	01-35910	Category:	\$ -
Amount:	\$21,395.19	Trans I/O:	\$ -

Why Funds Are Available:

The Massachusetts Department of Revenue certified Free Cash for FY2024 at \$3,384,876. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council.

Transfer From:

Account Name:	Water Retained Earnings	Balance:	\$ 1,290,169.00
Account Number:	60-35920	Category:	\$ -
Amount:	\$19,242.17	Trans I/O:	\$ -

Why Funds Are Available:

The Massachusetts Department of Revenue certified Retained Earnings for the Water Enterprise Fund for FY2024 at \$1,290,169. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.

Transfer From:

Account Name:	Sewer Retained Earnings	Balance:	\$ 1,773,561.00
Account Number:	61-35920	Category:	\$ -
Amount:	\$54,588.08	Trans I/O:	\$ -

Why Funds Are Available:

The Massachusetts Department of Revenue certified Retained Earnings for the Sewer Enterprise Fund for FY2024 at \$1,773,561. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.

Transfer From:

Account Name:	Harbormaster Retained Earnings	Balance:	\$ 847,230.00
Account Number:	6520-35920	Category:	\$ -
Amount:	\$1,042.90	Trans I/O:	\$ -

Why Funds Are Available:

The Massachusetts Department of Revenue certified Retained Earnings for the Harbormaster Enterprise Fund for FY2024 at \$847,230. These funds are available for any legal expenditure with the approval of the Mayor and a majority vote of the City Council.

Transfer To:

Account Name:	Multiple Accounts (see attached)	Balance:	\$ -
Account Number:	Multiple Accounts (see attached)	Category:	\$ -
Amount:	\$96,268.34	Trans I/O:	\$ -

Why Funds Are Needed:

Following the certification of free cash, an appropriation is recommended to true up FY2024 accounts that incurred expenses from FY2023 to prevent them from going into a deficit at year-end.

Sean R. Reardon, Mayor:

Ethan R. Manning, Auditor:

City Council Action:

Date: 10/23/2023

Date: 10/23/2023

Prior-Year Bills Account Detail

Department	Vendor	Amount	Org	Object	City Council Order
Police	MA Juvenile Police Officers Assoc.	\$329.00	01129002	53004	ORDR00483_08_14_2023
Police	Caswell Mechanical	\$1,744.14	01210002	52401	ORDR00483_08_14_2023
Police	Clipper City Car Wash	\$1,248.00	01210002	52403	ORDR00483_08_14_2023
Police	Central Square Technologies	\$2,950.00	01210002	53003	ORDR00500_10_16_2023
Fire	Ronald Goss	\$42.42	01220001	51509	ORDR00483_08_14_2023
Fire	National Grid Gas	\$294.65	01220002	52101	ORDR00483_08_14_2023
Fire	McKesson	\$1,758.68	01220004	55001	ORDR00500_10_16_2023
DPS-Highway	Pennyworth's	\$2,716.17	01421001	51405	ORDR00483_08_14_2023
DPS-Highway	Creative Touch Designs	\$306.20	01421001	51405	ORDR00483_08_14_2023
DPS-Highway	Ameresco	\$2,773.24	01421002	52102	ORDR00483_08_14_2023
DPS-Highway	The Home Depot Pro	\$83.54	01421002	52401	ORDR00483_08_14_2023
DPS-Highway	Mayer Tree Service	\$6,469.00	01421002	52404	ORDR00500_10_16_2023
DPS-Highway	Home Depot	\$31.88	01421002	52404	ORDR00500_10_16_2023
DPS-Highway	Amazon	\$199.99	01421002	52410	ORDR00483_08_14_2023
DPS-Highway	Occupational Health Services/AJH	\$206.00	01421002	53002	ORDR00483_08_14_2023
Parks	ArcSource	\$242.28	01630002	52401	ORDR00483_08_14_2023
	Total General Fund	\$21,395.19			
DPS-Water	CD US Solar/Brookfield	\$15,262.32	60450002	52102	ORDR00483_08_14_2023
DPS-Water	Weston & Sampson	\$1,950.00	60450002	52406	ORDR00500_10_16_2023
DPS-Water	Alpha Analytical	\$1,212.82	60450002	53031	ORDR00483_08_14_2023
DPS-Water	Cole-Parmer	\$97.03	60450002	53032	ORDR00500_10_16_2023
DPS-Water	US Ecology	\$720.00	60450004	54302	ORDR00500_10_16_2023
	Total Water Enterprise Fund	\$19,242.17			
DPS-Sewer	CD US Solar/Brookfield	\$45,786.98	61440002	52102	ORDR00483_08_14_2023
DPS-Sewer	Allegiance Trucks	\$1,630.52	61440002	52403	ORDR00500_10_16_2023
DPS-Sewer	T.W. Excavating	\$360.00	61440002	52408	ORDR00500_10_16_2023
DPS-Sewer	Idexx	\$1,013.70	61440002	53050	ORDR00500_10_16_2023
DPS-Sewer	Amazon	\$183.83	61440004	54201	ORDR00500_10_16_2023
DPS-Sewer	Evoqua	\$5,149.98	61440004	54302	ORDR00500_10_16_2023
DPS-Sewer	Northeast Water & Wastewater	\$250.00	61440007	57100	ORDR00500_10_16_2023
DPS-Sewer	Home Depot	\$213.07	61440008	58361	ORDR00500_10_16_2023
	Total Sewer Enterprise Fund	\$54,588.08			
Harbor	West Marine	\$1,042.90	652002	52420	ORDR00483_08_14_2023
	Total Harbormaster Enterprise Fund	\$1,042.90			
	Total Transfer	\$96,268.34			



CITY OF NEWBURYPORT FY 2024

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

TRANSFER/APPROPRIATION REQUEST

2023 OCT 23 PM 2:59

Department: Mayor's Office

Submitted by: Sean R. Reardon, Mayor

Date Submitted: 10/30/2023

Transfer From:

Account Name:	Police Accreditation Allowance	Balance:	\$ 148,189
Account Number:	01210001-51413	Category:	\$ 3,658,409
Amount:	\$102,599.00	Trans I/O:	\$ -

Why Funds Are Available:

Change in the classification of pay based on tentative agreement with New England Police Benevolent Association (NEPBA) Local 30 (Patrol Officers).

Transfer From:

Account Name:	Budget Contingency	Balance:	\$ 105,000
Account Number:	01132007-57805	Category:	\$ 105,000
Amount:	\$75,103.00	Trans I/O:	\$ -

Why Funds Are Available:

Budgeted contingency for unsettled collective bargaining agreements.

Transfer From:

Account Name:	Police Technology Stipend	Balance:	\$ 31,350
Account Number:	01210001-51330	Category:	\$ 3,658,409
Amount:	\$24,500.00	Trans I/O:	\$ -

Why Funds Are Available:

Change in the classification of pay based on tentative agreement with NEPBA Local 30.

Transfer To:

Account Name:	Police Officer Salaries	Balance:	\$ 2,436,667
Account Number:	01210001-51142	Category:	\$ 3,658,409
Amount:	\$177,906.00	Trans I/O:	\$ -

Why Funds Are Needed:

To fund first year cost items in the FY'24-FY'26 NEPBA Local 30 collective bargaining agreement.

Transfer To:

Account Name:	Police Officer Overtime	Balance:	\$ 265,664.80
Account Number:	01210001-51301	Category:	\$ 3,658,409
Amount:	\$19,203.00	Trans I/O:	\$ -

Why Funds Are Needed:

To fund first year cost items in the FY'24-FY'26 NEPBA Local 30 collective bargaining agreement.

Transfer To:

Account Name:	Police Officer Night Differential	Balance:	\$ 63,556.96
Account Number:	01210001-51401	Category:	\$ 3,658,409
Amount:	\$5,093.00	Trans I/O:	\$ -

Why Funds Are Needed:

To fund first year cost items in the FY'24-FY'26 NEPBA Local 30 collective bargaining agreement.

Sean R. Reardon, Mayor:

Date: 10/23/2023

Ethan R. Manning, Auditor:

Date: 10/23/2023

City Council Action:



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

To: President and Members of the Newburyport City Council

From: Mayor Sean R. Reardon

Date: October 23, 2023

Subject: NEPBA Local 30 Tentative Agreement FY24-FY26

The Administration has agreed to terms for a new, three-year collective bargaining agreement with the New England Police Benevolent Association (NEPBA) Local 30 (Patrol Officers) Bargaining Unit. The contract would go into effect retroactively from July 1, 2023 through June 30, 2026, subject to appropriation by the City Council. The Local 30 have voted to ratify the terms of this agreement.

Included with this memo is a transfer request that appropriates funding for the first year of the contract, as well as, a summary of the agreed changes to the contract. A redlined version showing the changes from the expired to the new contract is available [here](#).

The Administration worked diligently and collaboratively with the Local 30 to agree to terms for a new contract. My staff is available if you require any additional information regarding the appropriation request or terms of the new contract.

Thank you for your consideration.

Memorandum of Agreement between
New England Police Benevolent Association Local 30 and
the City of Newburyport

Article X – Vacations

Add paragraph to end of section:

Patrol officers hired as transfers will be granted vacation time based on their previous continuous creditable service with another police or police-related government agency (federal, state, or municipal). This service must be verified through the transferring patrol officer's previous employers using a form established by the Human Resources Department. Transfers will be placed in the above-mentioned schedule based on their verified previous service and granted a prorated amount of vacation time during their first year of employment. This prorated amount of vacation time granted during the first year cannot be used during the first 90 days of employment, except for emergency purposes and with the approval of the Marshal or their designee.

Article XI – Holidays

Add paragraph to end of section:

If the Mayor releases City employees early prior to a holiday, members shall be granted compensatory time for each hour. Any additional holidays that are not included in the most recently signed union contract or on the state holiday list, but are given to City Hall employees, will also be granted as compensatory time to officers on a one-to-one basis.

Article XII - Miscellaneous Privileges

Delete:

SECTION 7. In the event a dispatch shift is unable to be filled by dispatch staff during the months of June, July, and August, members of NEPBA LOCAL 30 will be hired on overtime on a one-for-one basis.

Replace with:

SECTION 7. Starting the Friday preceding Memorial Day and ending on Labor Day, if the dispatch shift cannot be filled by dispatch staff, members of NEPBA Local 30 will be hired on overtime on a one-to-one basis. This section applies to weekends only, starting with the second shift on Friday and ending with the second shift on Sunday, and to all weekdays during the week of Yankee Homecoming.

(No Change to Section 7A)

Article XIV – Wages

Add new section:

The patrol officer assigned by the Marshal as the School Resource Officer shall receive an annual stipend of \$2,500.00 as part of their biweekly pay.

Updated wage scale (see Appendix A):

7/1/2023 – Increase to base salary of 6.0% in recognition of amending Article XXV and adding new Article memorializing the required use of body cameras. Ends so-called “technology stipend” that was done via side letter for FY23.

Add 3.0% 15 year step effective 1/1/2024 and 3.0% 7 year step effective 1/1/2025

Note: Steps are based on service in Newburyport, not on one's entire police career. For existing members hired before July 1, 2023, the City agrees to extend the step proposal to current officers based on their service as full-time police officers. For members hired on or after July 1, 2023 step progression will be based solely on service in Newburyport.

	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
COLA	2.0%	1.5%	2.5%

Delete:

SECTION 5(C). Lateral transfers will be compensated at the regular rate of pay upon completion of probationary period based on their time with previous employer.

Replace with:

SECTION 5(C). Lateral transfers may advance up to the 100% senior officer rate based on their previous time served as a full-time police officer with another employer. However, advancement to all subsequent steps above 100% will be based on actual time served as a full-time police officer in the City of Newburyport. For example, a lateral transfer starting in Newburyport on October 1, 2023, will advance to the 7-year step on October 1, 2030, and the 15-year step on October 1, 2038.

Article XV - Special Assignments and Outside Details

Add:

SECTION 3. Officers will be hired for a minimum of four (4) hours, or eight (8) hours if the actual time worked exceeds four (4) hours. If a detail is scheduled for eight (8) hours, officers will be paid a minimum of eight (8) hours, regardless of the end time prior to the eight (8) hours.

Article XXI - Sick Leave

The City is in the process of updating and modernizing its parental and sick leave policies for all employees and agrees to work with the union to incorporate the relevant changes herein.

Article XXV - Accreditation Stipend

Delete:

An accreditation stipend will be paid to each member upon re-accreditation annually first pay period in September. This stipend will be based on salary with educational incentive. The Union and the City agree to continue to make a good faith effort to maintain accreditation. The Accreditation stipend will remain at 5%.

Add:

Effective July 1, 2023, as incorporated into Article XIV Wages, there was a one-time increase to the base salary to replace the annual stipend previously granted under this article. The Union and the City agree to continue to make a good faith effort to maintain accreditation.


New Article (After Art. XXVI - Body Armor): Body-Worn Cameras

Insert language/policy memorializing the required use of body-worn cameras.


Article XXVIII – Duration of Agreement

July 1, 2023 to June 30, 2026

For the Union:


Eric Andrukaitis, President
NEPBA Local 30
Date: 10/18/2023

For the City:


Mayor Sean R. Reardon
City of Newburyport
Date: 10/18/2023

Appendix A: Wage Scale

FY2024 1st Half (7/1/2023-12/31/2023)

		<u>Entry</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>7 Years</u>	<u>15 Years</u>
% of Sr. Officer:		80%	85%	90%	95%	100%	100%	100%
Base		58,970.90	62,656.58	66,342.26	70,027.94	73,713.62	73,713.62	73,713.62
Associate	10%	64,867.99	68,922.24	72,976.49	77,030.73	81,084.98	81,084.98	81,084.98
Bachelor	20%	70,765.08	75,187.90	79,610.71	84,033.53	88,456.34	88,456.34	88,456.34
Master/JD	25%	73,713.63	78,320.73	82,927.83	87,534.93	92,142.03	92,142.03	92,142.03

FY2024 2nd Half (1/1/2024-6/30/2024)

		<u>Entry</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>7 Years</u>	<u>15 Years</u>
% of Sr. Officer:		80%	85%	90%	95%	100%	100%	103%
Base		58,970.90	62,656.58	66,342.26	70,027.94	73,713.62	73,713.62	75,925.03
Associate	10%	64,867.99	68,922.24	72,976.49	77,030.73	81,084.98	81,084.98	83,517.53
Bachelor	20%	70,765.08	75,187.90	79,610.71	84,033.53	88,456.34	88,456.34	91,110.04
Master/JD	25%	73,713.63	78,320.73	82,927.83	87,534.93	92,142.03	92,142.03	94,906.29

FY2025 1st Half (7/1/2024-12/31/2024)

		<u>Entry</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>7 Years</u>	<u>15 Years</u>
% of Sr. Officer:		80%	85%	90%	95%	100%	100%	103%
Base		59,855.46	63,596.42	67,337.39	71,078.35	74,819.32	74,819.32	77,063.90
Associate	10%	65,841.01	69,956.06	74,071.13	78,186.19	82,301.25	82,301.25	84,770.29
Bachelor	20%	71,826.55	76,315.70	80,804.87	85,294.02	89,783.18	89,783.18	92,476.68
Master/JD	25%	74,819.33	79,495.53	84,171.74	88,847.94	93,524.15	93,524.15	96,329.88

FY2025 2nd Half (1/1/2025-6/30/2025)

		<u>Entry</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>7 Years</u>	<u>15 Years</u>
% of Sr. Officer:		80%	85%	90%	95%	100%	103%	106%
Base		59,855.46	63,596.42	67,337.39	71,078.35	74,819.32	77,063.90	79,375.82
Associate	10%	65,841.01	69,956.06	74,071.13	78,186.19	82,301.25	84,770.29	87,313.40
Bachelor	20%	71,826.55	76,315.70	80,804.87	85,294.02	89,783.18	92,476.68	95,250.98
Master/JD	25%	74,819.33	79,495.53	84,171.74	88,847.94	93,524.15	96,329.88	99,219.78

FY2026 (7/1/2025-6/30/2026)

		<u>Entry</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>7 Years</u>	<u>15 Years</u>
% of Sr. Officer:		80%	85%	90%	95%	100%	103%	106%
Base		61,351.84	65,186.33	69,020.82	72,855.31	76,689.80	78,990.49	81,360.21
Associate	10%	67,487.02	71,704.96	75,922.90	80,140.84	84,358.78	86,889.54	89,496.23
Bachelor	20%	73,622.21	78,223.60	82,824.98	87,426.37	92,027.76	94,788.59	97,632.25
Master/JD	25%	76,689.80	81,482.91	86,276.03	91,069.14	95,862.25	98,738.11	101,700.26



CITY OF NEWBURYPORT FY 2024 TRANSFER/APPROPRIATION REQUEST

Department: Mayor's Office

Submitted by: Mayor Sean R. Reardon

Date Submitted: 10/16/2023

Transfer From:

Account Name:	RRFA - Paid Parking Fund	Balance:	\$ 1,013,213.00
Account Number:	2739-59610	Category:	\$ -
Amount:	\$12,500.00	Trans I/O:	\$ -

Why Funds Are Available:

This fund is a receipts reserved for appropriation account. Funding sources include parking meter collections, violations and permits generated from the Downtown Paid Parking Program. An updated financial projection for the paid parking system can be found at: <https://www.cityofnewburyport.com/financials>

Transfer To:

Account Name:	HWY Portable Restrooms	Balance:	\$ (5,575.00)
Account Number:	01421002-52702	Category:	\$ 410,535.03
Amount:	\$12,500.00	Trans I/O:	\$ -

Why Funds Are Needed:

The original cleaning frequency for portable restrooms was 3 times per week, which is what was assumed in the FY2024 budget. The City has since switched to daily cleaning during periods of higher usage, resulting in a doubling of costs. The original budget was \$12,500. To cover the increased cleaning costs, an additional \$12,500 is requested.

Sean R. Reardon, Mayor:

Date: 10/10/2023.

Ethan R. Manning, Auditor:

Date: 10/10/2023

City Council Action:

2023 OCT 10 P 1:56

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

Committee Items – November 13, 2023

Community Services

In Committee:

- | | | | |
|------------------------|-----------------------------------|----------------------|-----------|
| • COMM00513_10_30_2023 | Head Librarian Memo Kevin Bourque | | |
| • APPT00437_10_30_2023 | Mary Louise Gagnon | 126 Merrimac St. COA | 12/1/2026 |
| • ODNC00157_06_12_2023 | Public Art Policy (COTW) | | |
| • COMM00474_04_10_2023 | Newburyport Public Art Policy | | |

MEMORANDUM

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: October 26, 2023
Re: Appointment of Head Librarian of the Newburyport Public Library

I am pleased to announce that the Newburyport Public Library Board of Directors has voted to appoint Kevin Bourque as the next Head Librarian. Mr. Bourque will take office November 6th and we look forward to him joining our talented library staff.

Mr. Bourque is a distinguished professional with a career spanning over two decades in the field of libraries. He has garnered extensive leadership experience in directing library services, overseeing library facilities, and nurturing staff to provide consistent quality service. Since May 2015, he has served as the Library Director at the Boxford Town Library. In this role, he manages library operations, develops budgets, advocates for library funding, supervises staff, and maintains library policies and procedures.

From May 2012 to April 2015, Mr. Bourque served as the Library Facility Manager at Duraleigh Road Community Library. Previously, he was a Department Manager for Adult Services at East Regional Library and North Regional Library, with all of these positions under the Wake County Public Libraries in and around Raleigh, North Carolina. He previously held positions at the Canton Public Library and at Framingham State College, and began his career in reference and information services positions. He has a Bachelor of Philosophy from Saint John Seminary, a Masters in Library Service from Rutgers University, and a Bachelor of Science in Education from Framingham State College.

The Library Board of Directors is the appointing authority for this position, and they voted on October 18th to appoint Mr. Bourque. They formed a search committee in June 2023 to screen initial candidates and held interviews with eight candidates, eventually recommending three finalists for interviews by the full board. Two candidates decided to withdraw their names from consideration prior to the final interviews, leading to Mr. Bourque being the only candidate to interview. The Board voted 9-2 to appoint him as Head Librarian. He will have a three-year appointment and our Human Resources Department is working with him to finalize his contract.

Section 12-126 of the Code of Ordinances outlines the method of selection of the Head Librarian and specifies the term as lasting three years. This appointment does not require confirmation by the City Council. Section 3-3 of the City Charter states that "The mayor shall appoint, subject to the review of such appointments by the city council under Section 2-10, all city officers and department heads and the members of multiple-member bodies for whom no other method of appointment or selection is provided by law or this charter, excepting only persons serving under the school committee, and persons serving under the city council." As there is another method of appointment for this position, and the Mayor is not the appointing authority, the Council does not vote to confirm this appointment. This was confirmed by the City Solicitor, who stated that even though the confirmation of the Head Librarian is in the Council's Rules, these Rules are subordinate to our Charter and Ordinances. We look forward to your consideration of this communication and to Mr. Bourque starting on November 6th.

Kevin J. Bourque

48 Salem Street, Apt. 3, Haverhill, MA 01835

Email: bourquekj1@yahoo.com

919-954-1436

Head Librarian

Performance Profile

20 years professional experience in libraries, with 15 years leadership experience directing library services, maintaining library facilities, and empowering staff to solve problems and provide consistent quality service. Experience managing all library operations in smaller community library branches and larger regional libraries with average monthly circulation up to 100,000 items, and evaluating, developing, and implementing policies and procedures as the needs of the library and the community evolve.

Core Competencies

Staff development

Customer service

Facility management

Collection management

Meeting management

Financial management

Marketing and merchandising

Strategic planning

Coaching for success

Web content management

Social media

Collection development

Professional Experience

Boxford Town Library, Boxford, MA

Library Director

May 2015 to Present

- Manages library operations and resources in consultation with Library Board of Trustees
- Develops and manages library operating budget of over \$500,000
- Manages the use of over \$50,000 in grants, trusts, and funds.
- Develops Library policies and procedures
- Advocates for Library funding, personnel, and resources to Town governance boards
- Supervises six full-time and two part-time employees in a collective bargaining environment
- Oversees 10,000 square feet of main library space and off-site collection storage facility
- Recruits, trains, and onboards new employees.
- Promotes the Library's services, programs, and resources at community events and to community groups
- Evaluates emerging technology for implementation in the library

Wake County Public Libraries

Library Facility Manager, Duraleigh Road Community Library, Raleigh, NC

May 2012 to April 2015

- Implemented and evaluated the library system's program of service in the community branch
- Maintained the youth and adult circulating collections
- Supervised ten staff members, providing training, coaching, and mentoring as needed
- Collaborated with Children's Librarian on implementing system initiatives
- Oversaw facility maintenance in an 8,000 square foot facility
- Addressed patron concerns making reasonable exceptions when feasible
- Conducted community outreach to local organizations and schools

Department Manager, Adult Services, East Regional Library, Knightdale, NC

July 2011 to May 2012

- Managed the circulation functions of a collection that circulated on average 45,000 items per month
- Maintained the adult fiction and non-fiction collections
- Implemented and evaluated the library system's program of service for adults
- Supervised twelve staff members, providing training, coaching, and mentoring as needed

- Collaborated with Library Manager and Youth Department Manager to oversee daily library function
- Oversaw the reporting and resolution of facility maintenance issues in a 19,000 square foot facility
- Addressed patron concerns making reasonable exceptions when feasible

Department Manager, Adult Services, North Regional Library, Raleigh, NC May 2007 to July 2011

- Managed the circulation functions of a collection that circulated on average 100,000 items per month
- Maintained the adult fiction and non-fiction collections
- Facilitated the merging of Reference and Reader Services into the Adult Services Department
- Supervised twelve staff members, providing training, coaching, and mentoring as needed
- Collaborated with Library Manager and Youth Department Manager to oversee daily library function
- Oversaw the reporting and resolution of facility maintenance issues in a 30,000 square foot facility
- Addressed patron concerns making reasonable exceptions when feasible

Electronic Resources Librarian North Regional Library, Raleigh, NC December 2005 to May 2007

- Planned for the technology installation in new library facility
- Led the implementation of the technology installation plan for the new library facility
- Supervised the installation of network cabling as part of the construction of a new library facility
- Collaborated with Library Information Technology team to maintain library technology
- Maintained the library's web presence
- Developed and delivered technology training for library system staff and patrons

Canton Public Library, Canton, MA

Automated Information Services Librarian December 1996 to July 1999

- Responsible for installation and maintenance of library technology
- Created and maintained library web presence
- Researched patron information requests
- Developed computer and technology circulating collection

Framingham State College, Henry Whittemore library

Reference Librarian / Copy Cataloguer June 1996 to November 1996

- Researched faculty and student information requests
- Created and maintained subject area Internet pathfinders
- Copied and modified OCLC records for newly acquired items
- Processed items for circulation
- Taught bibliographic instruction classes

Education

Bachelor of Philosophy, Saint John Seminary, Brighton, MA May 2001

Masters in Library Service, Rutgers University, New Brunswick, NJ May 1996

Bachelor of Science, Education, Framingham State College, Framingham, MA May 1994

Professional Associations

Association for Rural & Small Libraries Member since 2019

Continuing Education Committee member 2023

Northeast Region Focus Group member 2023

Board of Directors, Northeast Region Representative 2022

American Library Association 2015

Public Library Association 2015

Massachusetts Library Association 2015

New England Library Association 2016



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

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

To: President and Members of the City Council
From: Sean R. Reardon, Mayor
Date: October 30, 2023
Subject: Appointment

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
2023 OCT 19 A 11:36

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

Mary Louise Gagnon
126 Merrimac Street, Unit 5
Newburyport, MA 01950

Mary Louise Gagnon

126 Merrimac St., Unit 5

Newburyport, Ma 01950

marylougagnon@gmail.com

Employment:

Teacher NHS 1970-1971

Real Estate Agent 1980-present

Community Involvement

Board of Directors/ Treasurer Nbpt YWCA 1975-1983 (approximate dates)

Board of Directors Nbpt Housing Authority 2006-2014

Newburyport Community Preservation Committee 2010-2014

Newburyport Education Foundation 2013-2015

Newburyport Booster Organization 1986-1994

Newburyport PTO 1980-1990

Coach Newburyport Pioneer League 1985

Member Friend of Library present

Member MOON present

Member Custom House Maritime Museum present

Usher Newburyport Firehouse



IN CITY COUNCIL

ORDERED:

June 12, 2023

AN ORDINANCE TO AMEND CH. 2 SEC. 125g ET AL WITH RESPECT TO A PUBLIC ART COMMITTEE

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

CHAPTER 2. ADMINISTRATION
ARTICLE III. BOARDS AND COMMISSIONS
DIVISION 8. PUBLIC ART COMMITTEE

THAT Chapter 2 Section 125g et al of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended to include the following with deletions ~~double-stricken and italicized~~ and additions double-underlined and italicized:

Sec. 2-125g. Establishment of public art committee, membership and terms

There is hereby established a public art committee, in accordance with the public art policy adopted by the Newburyport city council and shall consist of seven (7) members with a composition and term as follows:

- (1) 2 members of the Newburyport Cultural Council for a term of three (3) years.
- (2) 1 member of the Newburyport Art Association for a term of three (3) years.
- (3) 1 local artist for a term of three (3) years.
- (4) 1 member of the Parks Commission for a term of three (3) years.
- (5) 1 City Staff
- (6) 1 representative from the Mayor's office for a term of three (3) years.

The appointments to the public art committee shall be made in accordance with the provisions of the city charter.

(Ord. of xx date)

Sec. 125h. Powers and duties.

A. The public art committee shall study the needs, possibilities and resources of the city regarding public art. The committee shall consult with existing municipal boards, including the city council, the planning board and the parks commission, or persons acting in those capacities or performing like duties, in conducting such studies. As part of its study, the committee shall hold one (1) or more public informational hearings on the needs, possibilities and resources of the city regarding public art possibilities and resources, notice of which shall be posted publicly and published for each of two (2) weeks preceding a hearing in a newspaper of general circulation in the town.

B. The public art committee shall make recommendations to the city council for the acquisition, creation and placement of public art.

(Ord. of xx date)

Sec. 125i. Rules and regulations.

A. By majority vote of the members of the committee, the committee may adopt and promulgate rules and regulations for the conduct of its business on any matter within the committee's jurisdiction under the Massachusetts Constitution, Massachusetts General or Special Laws, the Code of Massachusetts Regulations (CMR), ordinance, or other legal right or authority granted to or conferred upon the commission.

The proposed rule or regulation shall be submitted to all committee members at least forty-eight (48) hours prior to any vote to adopt the same; provided, however, the committee may make such amendments to the proposed rules or regulations as it deems appropriate at the said meeting.

Upon approval of any rule or regulation by the committee, a copy of the same shall be filed with the City Clerk and become effective as of the date of filing thereof unless the specific vote of the committee establishes a later effective date.

To enhance communication, minutes of each meeting shall be sent to the City Clerk for distribution to the City Council.

Councillor Constance Preston

In City Council June 12, 2023:

Motion to refer to Community Services and COTW by Councillor Preston, seconded by Councillor Wright. Roll call vote. 11 yes. Motion passes.

City of Newburyport

Public Art Policies & Processes

Prepared by the Public Art Policy Advisory
Group of the Mayor's Office

Submitted to the City Council on _____

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I. Introduction

A. Curatorial Vision

The Curatorial Vision for the City of Newburyport is to foster the creation and collection of artworks that reflect the people, ideas, histories, and futures of Newburyport. We aim to commission and approve artworks that engage communities and directly respond to, enrich, and enliven the environment. We seek public art that is driven by an artistically strong vision, enhances the diversity and equity of the existing collection, and possesses durability appropriate to the lifespan of the work.

B. Public Art in Newburyport

Public art is any artwork installed in a publicly accessible space where it can be experienced by everyone for free. It takes a wide range of forms, including murals, sculptures, memorials, architectural or landscape elements, and multi-media installations. The City of Newburyport recognizes the value of public art to its citizens and visitors. It is an important component of our civic and cultural fabric and an essential building block for engaging spaces that enliven the public realm, foster shared community interactions, celebrate our unique stories and collective history, and help create a unique identity for Newburyport. The City has always, and intends to continue to integrate a wide range of artworks reflecting diverse artistic disciplines and points of view into public locations throughout the community. In support of this goal, this document outlines the policies and processes that will facilitate the development of public art throughout the City. It provides a guide for City Departments, Boards and Commissions considering the placement of public art. To successfully implement this policy, City Department Heads should ensure that employees, as well as the Boards and Commissions they staff, are familiar with the procedures herein for proper compliance and execution. An FAQ for Artists (see Appendix A) is a condensed version of this document that is intended to help artists, cultural organizers and other public art proponents who are interested in proposing public art works.

C. The Public Art Team

The Public Art Team (PAT) is an advisory committee to the Mayor that supports the commissioning, review, selection, acceptance, and care of art in public places. They aim to raise public awareness of the impact of public art and its cultural and economic contributions while establishing a diverse collection of public art that engages the community and encourages dialogue around public art. They also aim to identify and promote funding mechanisms to support public art, including grants, donations and specially designated funds. The end result of their efforts will provide a legacy of art and culture for future generations.

The Public Art Team (PAT) holds public meetings as needed to review, discuss, and vote to make recommendations to the City Council on matters concerning the City's public art collection. Meeting agendas are posted by the City Clerk's office at least 48 hours before the meeting. Constituents and stakeholders are encouraged to attend the PAT's public meetings and make comments on agenda items. Official votes will be conducted during the PAT's public meetings and the results will be recorded by the PAT in the meeting minutes. For a vote to take place, a quorum must be present. For a motion to pass, it must receive a majority of the votes of the Members present.

The PAT has exclusive authority to recommend approval and commissioning of artworks intended to be added to the City's collection or be placed on City property to the Mayor and City Council. By centralizing the responsibility of the City's artwork to the PAT, the PAT acts as a transparent, independent entity that

holds public meetings to vote on matters concerning the City's art collection. Members are nominated by their representative groups and appointed in accordance with provisions of the City Charter, and may serve for up to 3 years. The PAT is comprised of 7 members, including 2 members of the Newburyport Cultural Council, 1 member of the Newburyport Art Association, 1 local artist, 1 member of the Parks Commission, 1 City Staff and 1 representative from the Mayor's office.

D. Powers and Duties:

The Public Art Team shall study the needs, possibilities and resources of the city regarding public art. The committee shall consult with existing municipal boards, including the City Council, the Planning Board and the Parks Commission, or persons acting in those capacities or performing like duties, in conducting such studies. As part of its study, the committee shall hold one (1) or more public informational hearings on the needs, possibilities and resources of the town regarding public art possibilities and resources, notice of which shall be posted publicly and published for each of two (2) weeks preceding a hearing in a newspaper of general circulation in the town.

The Public Art Team shall make recommendations to the City Council for the acquisition, creation and placement of public art.

E. Scope

This policy applies to all works of art that are commissioned, hosted, or displayed, including both temporary and permanent works, and meet all of the following criteria:

- A. Funded in whole or in part through City funds or maintained by the City;
- B. Sited on City property, building, or right-of-way;
- C. Consistently accessible to the public.

F. Limitations

The policy does not extend to:

- A. Artworks on display within City offices or City buildings that have restricted public access or regulated access. This includes artworks acquired for the sole purpose of office adornment and not for overall public experience.
- B. Temporary exhibitions of artworks (such as gallery displays, booth displays at art festivals, individual artworks, or museum exhibits) displayed on City-owned or -managed property where the owner of such artwork has or intends to: retain ownership of the work or sell it; assume all responsibility associated with that display; remove it after an agreed upon duration has concluded.
- C. Public art on private property.

G. Applicability

The placement of public art on public property is a form of government speech and as such, is not subject to scrutiny under the Free Speech Clause. Therefore, the City has broad discretion to make decisions related to public art on public property. The City shall honor other local, state and federal laws that may apply. The City shall exercise final approval authority over all decisions regarding public art on City property.

H. Definitions (see also Glossary of Terms)

For the purposes of this policy, public art is defined as, but need not be limited to, unique, one-of-a-kind artwork conceived with its site in mind and of the following:

- A. Sculpture in the round, bas relief, mobiles, fountains, kinetic and electronic work in any approved

material or combination of materials

- B. Paintings in all media, including oils and acrylics, that are portable or permanently affixed, such as murals
- C. Graphic arts, such as printmaking, drawing and banners
- D. Mosaics, including works executed in tile, glass, stone or other materials
- E. Crafts using clay, fiber and textiles, wood, metal, plastics, stained glass and other materials, both functional and ornamental
- F. Photography, including digital and traditional photographic print media
- G. Mixed media, which may include any combination of two- and three-dimensional forms of media, including collage
- H. Earth works, environmental installations and environmental art
- I. Ornamental or functional decorative elements designed by practicing artists or other persons submitting as artists, including design professionals who are not members of the City design team for the project
- J. Light-based or luminal art that is experiential, site-specific or installation-based work that explores optical phenomena or work composed of transmitted light, artificial or natural light sources, projections or sculpture that incorporates light sources as a major compositional and expressive element
- K. Sound art or media with primarily aural-based expressive elements, including electronic, audio media, found or experimental sound sources
- L. Video and animation, projected or displayed on a video monitor
- M. Portable art that may be displayed at locations other than a substantially permanent location or adjacent to the project site

For the purposes of this policy, the following are not considered public art:

- A. Directional elements, wayfinding, signage, color-coding (except where these elements are an integral part of the artwork.)
- B. Donor bricks and plaques
- C. Decorations
- D. Non-original works of art of all media, including reproductions
- E. Mass-produced standardized art objects such as playground equipment
- F. Public improvements for safety such as area or path lighting, protective railings, etc. (except where these elements are an integral part of the artwork)
- G. Landscape design or gardens (when used for decoration unless designed by an artist and are an integral part of the artwork)

I. Administration

The Public Art Team (PAT) will serve as an advisory group in support of the execution of this policy. Oversight and coordination of all works of public art acquired by the City of Newburyport, including their budgets and execution of contracts, are the sole responsibility of the Mayor. Staff member(s) designated by the Mayor will manage all operations and duties related to public art projects sited on or proposed for City of Newburyport property, including the maintenance of the public art collection.

J. Funding for Acquisitions

- A. Sources of funding:
 1. Special designated funds: From time to time, special funds may be established for the express

purposes of commissioning works of art in accordance with the terms of this policy. For example, a special increment tax may be established by voters for capital projects with a portion assigned to public art.

2. Voluntary allocations: Departments may deposit additional funds into existing public art accounts or create new public art accounts at the department's discretion. These funds will be spent in accordance with this policy.
3. Donated artwork or funds: Funds or works of art may be donated to the City in accordance with Section II.C. of this policy.
4. Public art maintenance funding: The funding to maintain and conserve acquired works of art, though not governed by this policy, is a critical component of the public art program. It is recommended that City staff carefully consider and implement the necessary funding to properly care for the collection under the terms found in Section IV of this policy.

K. About this Document

Our commissioning and review processes are iterative and will continue to evolve over time. We expect these policies and guidelines to change and welcome feedback on ways we can improve them. Changes to portions of this document that describe PAT reviews and approvals may be updated by the Public Art Team for clarity and responsiveness to community needs.

II. Procedures for the acquisition of public artwork

A. Acquisition Priorities

The following priorities shall be used when considering acquisition of artwork by purchase, commission or donation. Additional priorities may be established at the discretion of the Public Art Team (PAT) to meet the needs of individual projects.

1. Artistic aims, objectives and goals
 - What has the artist accomplished with the work and does it align with the proposed project goals?
 - Is the work relevant to the City, its values, culture and people and does it contribute to the fabric of the City? Is the work an integral component of the overall project?
 - Is the work of art appropriate for the community it serves?
2. Diversity and accessibility
 - Does the artwork reflect or advance the City's curatorial vision and policy of inclusivity?
 - Does the artwork advance lesser-told or lesser-known stories, non-traditional imagery, diverse perspectives, and/or minority voices?
3. Placement/siting
 - What is the relationship of the work to the site? Is it appropriately scaled?
 - Will the work help to anchor and activate the site and enhance the surrounding area?
 - Will there be convenient public access to the site?
 - What are the utility requirements of the artwork?
4. Fabrication, handling and installation
 - Are the projected costs accurate and realistic?
 - Have written estimates been obtained from qualified technical support and fabrication contractors?

- Does a certain site present any special obstacles to installation?
 - Can the work easily be removed if necessary?
5. Maintenance requirements
 - Is the work suitable for outdoor display or special indoor environments?
 - Are the materials durable and will they last? Does the work have a limited lifespan due to built-in obsolescence or any inherent weakness?
 - What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?
 - What are the artist's suggestions for protection of the work from vandalism?
 6. Liability and safety
 - Is any aspect of the work a potential safety hazard?
 - Will fencing or other types of security measures be required?
 7. Affordability
 - Is the artwork priced appropriately for the City?
 - How will the artwork impact the capacity for future acquisitions?

B. Approval and Development Process for Public Art Commissions

Public art projects that are recommended by a proponent (i.e. the City of Newburyport, Community members such as non-profits, neighborhood groups, Friends of, etc., or individual Artists or Artist groups) for long-term or short-term installations shall be approved through the process outlined below. The proponent should review the City's existing collection of public art, the history of the proposed site, the current uses of the site, the community or communities who are regularly engaged with the site, and consider accessibility, future maintenance, and project longevity. Proponents should reach out to the PAT for guidance and information in the early stages of their design process.

Public art projects should be integrated into the selected site, with a preference for areas that are highly visible or highly impactful because of their cultural importance and their access to the public. Important considerations include how the artwork is physically integrated within the site and surrounding environment, how it responds to the public use of the space in which it resides, and how it compliments other public art projects in the immediate area. All artworks should be connected to their context, showing awareness of local cultures, histories, and the ways in which the community interacts with the project site.

Below is the recommended process for Public Art Commissions:

1. **Initial communication:** The proponent must first initiate communication with the City by submitting a signed letter of intent describing the project and its location. In order to install an artwork on City property, the property-owning department (such as Parks or DPS, etc.) must first give permission for the location of the artwork. Once approval is given by the property-owning department, a formal application may be submitted.
2. **Project initiation & site selection:** The proponent shall submit a formal application (see Appendix B) to the PAT to approve the artwork design, at least one month in advance of necessary approvals, with the following information:
 - contact information
 - a project description, including materials and dimensions
 - proposed project site
 - the property-owning department of the proposed project site
 - photos or drawings of the proposed artwork

- details of the installation and/or deinstallation including any equipment required, as well as lighting and sound plans (if pertinent)
- estimated cost and proposed funding source
- call to Artists in the form of an RFP or RFQ, if required (see #2 below)
- Artist resume and selected work samples
- a maintenance plan, depending on the length and needs of the project
- a project schedule including installation, programming and events if applicable, and deinstallation
- insurance value and information
- letters of support from community members or organizers, if available

The applicant shall review the application and scope of the project with the PAT, who will consult with appropriate City staff and the Mayor in order to provide guidance about approvals and permissions from other Boards, Offices, and Commissions that may be required. Approvals must be provided by the jurisdictional Board or Commission during this phase of the project. If the proponent is not self-funding the project, the PAT can assist in helping to identify funding sources for installation, understanding there is no current City fund specifically for public art projects. The Artist shall not begin fabrication until they have secured funding sufficient to cover 100% of all costs associated with the fabrication and installation of the artwork.

3. **Calls to Artists, Artist selection and Contracting:** Calls to Artists are required for Public Art projects with budgets over \$50,000 that are not initiated by an applicant that is currently working with an Artist or Artist group. Calls to Artists are the documents that describe the scope of the project and should provide Artists with everything they need to know to determine if they want to apply for a commission, including budget and schedule. Calls should be publicly accessible and shared with a wide variety of artists. The PAT shall advise the applicant in writing a Call to Artists. There is a sample Call to Artists in Appendix C of this document. For City-initiated public art projects, Calls to Artists are written by the PAT and must be advertised on the City website, Mayor's and NCC's social media accounts, and other public art platforms and listservs, and may be advertised in other places depending on the source of funding. A non-City entity proposing public art on City land, regardless of budget, shall consult with the City prior to sending out an RFP.

The primary metrics for Artist selection are the priorities outlined in the Call to Artists and the PAT Acquisition Priorities (Section II.A.). For City-Initiated public art projects, the PAT members review and rate each proposal independently, then meet publicly to review a select number of proposals that fit the priorities. At that meeting, they may select up to three finalists for interviews by the Public Art Team. During a public meeting, the PAT may deliberate, before voting, on which Artist or team to recommend to the Mayor for execution of a contract. Once awarded a contract, the Artist or Artists will move forward to create their design proposal. If the PAT does not approve any of the Artists who answer the call, the Call to Artists may be re-issued and a new selection process begun. The City of Newburyport, as in all contracts, RFPs, RFQs, and other Calls, retains the ability to not select any applicant for a Call to Artists or to reissue the Call to Artists for that project.

It is the sole authority of the Mayor to provide final approval of the PAT's selection of an artist, and direct staff to proceed with a contract. All contracts for the execution of artworks commissioned by the City of Newburyport shall be made by the Mayor. Commissioning Agreements and other contract appendices are written, reviewed, and negotiated by the City Solicitor, at the request of the Mayor. Depending on the funding mechanism, contracts and Artist Review processes may be subject to state (M.G.L. Chapter 30B, Section 2) and local procurement law in addition to the requirements of this policy. A sample commissioning agreement is included in Appendix D. Project deliverables and payment schedules, agreed upon by the PAT, the Artist or Artist Team, the Mayor

and City Solicitor, will be included in the contract documents.

For non-City-initiated public art projects, the City may contract with the applicant, similar to City-initiated projects. If the applicant is already working with a funder and has a contract for the artwork, the City may instead request an MOU with the applicant, the funder, or both. Each project is unique and the legal agreements will be specific to that project, but the agreements should align with the requirements outlined in this document, clearly define each party's roles and responsibilities, and follow best practices for public art commissioning. Project deliverables and payment schedules, agreed upon by the PAT, the proponent, the Mayor and City Solicitor, will be included in the contract documents.

4. **Design and Development for Short-term Public Art:** Short-term artworks are intended to be installed for five years or less. Artists should fully design and plan their project before submitting it for review by the PAT. The PAT can guide the proponent in completing their information so their project can be reviewed and voted on at a public meeting. The PAT will provide guidance about approvals and permissions from other Boards, Offices, and Commissions that may apply to public art projects. During a public meeting, the PAT may allow public comment or ask the PAT for additional information. This public review ensures transparency in the review process.

The following is the list of information requested for review. Most short-term public art projects won't require everything described, and the PAT will help the proponent determine what they should include in their Final Design.

- *Fabrication:* The proponent and Artist should provide details of all materials and methods used in the creation, installation, and de-installation of the artwork, understanding that any significant changes may require amended approvals from the PAT to be voted on at a public meeting.
- *Community Engagement:* The applicant should provide evidence of work done to get community feedback and response, such as images from community meetings, flyers and social media postings, and letters of support from the community.
- *Installation:* The proponent and Artist will coordinate the installation of the artwork with the site owner and update the Public Art Team. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures.
- *Maintenance:* Depending on the length and needs of the project the proponent and Artist should submit a narrative describing how they will maintain or repair the artwork if it is damaged.
- *Deinstallation:* Short-term projects have a specific, predetermined lifespan. The proponent and Artist should include details of the deinstallation of the artwork with their proposal, including any equipment and/or permitting required. The proponent and Artist are responsible for returning the project site to its original condition after deinstallation.

5. **Design and Development for Long-term Public Art:** Long-term artworks are intended to be installed for five years or more. We encourage applicants considering long-term commissions to think about how the artwork will be experienced in the present moment, as well as the future.

The applicant will work with the PAT to develop a schedule that reflects any capital construction schedule associated with the project, Artist's contract milestones, other Board or Commission approvals, PAT reviews, a working budget, and Artist deliverables for each project phase. The PAT reviews and votes on the applicant's design at a public meeting and may allow public comment or ask for additional information. This public review ensures transparency in the commissioning process. During the presentation of the design at a public meeting, the PAT needs to understand the following:

- *Visualizations:* Drawings, maquettes, renderings, or other plans and renditions of the artwork as it will appear when installed, appropriately scaled and accurately depicting materials, colors, lighting effects, interpretive text, plaque, and/or signage text.

- *Public Engagement:* The applicant should describe or summarize their community engagement, showing effort to connect with and involve Newburyport's residents, and should keep in mind accessibility.
 - *Fabrication Plans:* The Fabrication Plan must detail all materials and methods used in the creation of the artwork. The applicant will work with the PAT and City partner agencies to determine design deliverables requirements. Fabrication must substantially conform to the Fabrication Plan, and any significant changes may require amended approvals from the PAT to be voted on at a public meeting.
 - *Maintenance Recommendations:* The applicant must provide a written document of the Artist's maintenance recommendations for all proposed materials, and an estimated schedule for routine maintenance and preservation of the artwork.
 - *Installation Plans:* When the artwork is associated with a capital project, installation should be incorporated into the capital construction timeline to avoid additional costs and disruptions to the finished site. Detailed installation plans may include but are not limited to site preparation, equipment requirements, and site restoration, when applicable. The applicant must coordinate the installation of the artwork with the site owner, and update the PAT and any pertinent City partner agencies and their contractors. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires any temporary street closures. If the artwork installation diverges significantly from the Installation Plan, the PAT may require amended approvals to be voted on at a public meeting.
 - *Plaques and Signage:* The proponent and Artist should include images showing how they will include or otherwise display their name, the title of the artwork, the year it was installed, and the medium.
 - *Description of Artwork:* The applicant must provide a narrative description of the Artwork for the City to use as a source for descriptions of the project on the City's website, public-facing arts database, and other approved uses, including a final summary of the artwork materials, dimensions, and any collaborations or subcontractors who worked on the project.
6. **Final Acceptance:** The applicant shall submit the following within 30 calendar days of completing the installation:
- Documentation that the artwork was installed in conformance with the Installation Plan.
 - A minimum of five (5) high resolution digital files in JPG format of the installed, finished artwork.
7. **Review and Vote:** At the next public meeting after installation, the PAT will review and vote to accept the artwork into the collection via accessioning.

C. Approval Process for Donations

All proposals to donate works of art to the City must be submitted to the Public Art Team for review.

1. **The donation request shall contain the following:**
 - Provenance: includes artwork information, conservation history, and donation agreement (see Appendix E).
 - Maintenance recommendations: outlines how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork (cleaning schedules and minor repairs).
 - Proposed site, if any.
2. **The PAT will review the proposed donation based on the following:**
 - Compliance with this policy.

- Acquisition priorities listed in section II.A.
 - If a site is proposed, the residents adjacent to the site or other stakeholders of the site will be notified and public feedback will be heard.
 - Depending upon the nature of the project, further public engagement and approvals by jurisdictional Boards or Commissions may be required according to the specific requirements for permit application or development review. These approvals must be obtained prior to final approval of the Mayor.
3. **All other processes and procedures**, including final approval and contract execution shall follow the guidelines outlined in this policy.
 4. **Limitations:** Approved proposals for donation must complete the full process, including installation of the artwork, by no more than one year after approval. The Donor may request an extension to the deadline of no more than one additional year. The extension request must be submitted to the PAT for review and approval by the Mayor.

The City is under no obligation to consider for acquisition unauthorized and abandoned art. Instead, the Mayor may choose, at his or her full discretion, to remove and/or dispose of it or consider the work for acquisition consistent with the donation process outlined above.

D. Plaques for Public Artworks

Knowing who created an artwork and when can help provide the context needed to experience an artwork fully. Plaques help the public identify artworks and artists, and enable further explorations of artwork in our collection.

Although there are stand-alone commemorative plaques, tablets, and historic markers in the public art collection, the plaques addressed in this section are used to identify artworks and may provide additional interpretive and educational information.

The PAT will work with Artists and proponents to plan for the inclusion of plaques and other educational and interpretive materials as part of the design proposal.

1. **Standard Information for Plaques for Public Artwork:** Plaques for any artwork should be incidental to the artwork and not a competing focus for the viewer. It shall include the following:
 - Artist name
 - Artwork title and year
 - Brief interpretive text (optional)

**Plaques for public artworks may not include logos (e.g. symbols or trademarks designed for definite recognition in order to avoid the use of public art for advertising or endorsement purposes) or any other kind of advertising or sponsorship information.*

2. **Interpretation and Education:** In addition to artwork plaques, additional educational and interpretive information may be shared on the City of Newburyport's website. Such information may include biographical information about the Artist(s) and/or community proponent(s), descriptions and/or histories of the artwork, materials, scheduled repairs or conservation, and images of the design, fabrication, and/or installation process.

E. Mural Commissions

Murals are public art works that are directly painted on walls or other existing surfaces and can be short-term or long-term commissions. They should follow the guidelines below:

1. **Reviews for murals on City-owned sites:** The PAT will help the Artist determine which City department owns the site and obtain their permission to use it. All mural proposals will follow a modified review process at the discretion of the PAT. Mural reviews should generally follow the

guidelines listed under section II.B.4, with the exception of processes that are not pertinent to mural commissions. The PAT will assist the applicant in discerning which areas of this document are pertinent.

2. **Street Murals:** Street murals are murals painted directly on a roadway. Because the wear and tear on these artworks is intense, they are usually not considered long-term projects, and should follow the process for short-term commissions described in Section II.B.3. Because they are painted on streets, the applicant and PAT shall work closely with DPS to review these projects.
3. **Murals Proposed for Private Sites:** Mural projects on private property require Artists to obtain approval from the landowner. The PAT should be notified about the project and may offer support. The PAT may be able to assist or offer guidance on approvals from other City departments, like reviews by the Historic Commission for projects in historic districts, or street occupancy permits for the installation from DPS. Murals proposed for privately owned surfaces usually don't require City review, unless they fall within special overlay districts as identified in the City's Zoning ordinance. The PAT won't review or vote on these artworks.

F. Memorial Commissions

A memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event, and may be long- or short-term. The City of Newburyport has an expansive collection of public art memorials and is unable to accept most new long-term memorial design proposals. We are most interested in those that strongly align with the Curatorial Vision, in particular those that add to the diversity of the City's public art collection.

Memorial Commissions must also meet these additional design criteria:

- **Historical Significance to Newburyport:** The memorial subject must have a direct connection to the City of Newburyport.
- **Public Interest:** Proposals should be considerate of the broader community's interests and needs, particularly the community at the proposed project site.
- **Timing and Timelessness:** Proposed long-term memorials should retain significance and relevance in the future and be meaningful to future generations. The PAT requires a minimum of five years and recommends a minimum of ten years between an event or the passing of an individual and their commemoration to allow for sufficient historical perspective.
- **Subjects Not Previously Memorialized:** The memorial should not honor living individuals or duplicate any existing memorials. We inventory all public memorials and strongly recommend applicants review our Public Art Collections database prior to submitting a memorial proposal. We give preference to proposals that memorialize subjects not currently represented or subjects that are under-represented in the City's collection.
- **Appropriate Location:** The memorial should have a historical or thematic relationship with its proposed location. We prefer proposals for locations where memorials or other artworks do not already exist.
- **Longevity:** Applicants should consider the long-term impact of the memorial and its ability to withstand conditions such as weather or vandalism, as well as changing times and attitudes about its importance, impact on the community, and relevance to the Curatorial Vision.

Artists or community proponents can submit their memorial proposals to the PAT at least one month in advance of necessary approvals. The Artist or proponent shall present their memorial proposal for the PAT to review based on the criteria above, as well as the priorities listed in Section II.A. The PAT may invite representatives from other relevant City departments, boards or commissions relevant to the proposed memorial. Memorial proposals must also include:

- Identification of the person, group, or event to be memorialized;
- A brief narrative explaining the importance of the person, group, or event and its direct, proven relationship to the City;
- A brief explanation of the visitor experience of the proposed memorial; and
- A rationale for the proposed memorial location.

If approved, the memorial project will then follow a regular commissioning outlined in Section II.B above.

III. Procedures for the deaccessioning of public artwork

A. Removal from the Collection: Deaccessioning

Deaccessioning is the formal removal of an artwork from the City's collection. Under deaccessioning, artworks are not only removed from public view but also permanently removed from the City's collection.

The decision to deaccession is only made after careful deliberation and depends in part on the artwork's accessioning. Deaccessioning requires documentation (e.g., signed Deed of Gift, bill of sale, minutes of the PAT meetings, artist's contract, etc.) proving that the PAT has the right to transfer ownership of the artwork in question. Any deaccession process should be carried out with the utmost caution, especially with regard to the determination of ownership of the artwork.

The PAT must approve the deaccessioning of an artwork by a majority vote at a public meeting. Artworks are permanently removed from the collection by sale, donation, disposal, or destruction. Additionally, the deaccessioning of all City-owned artwork may be subject to State and City procurement statutes.

The PAT will make all reasonable efforts to notify any living Artist, or the estate of any deceased Artist, whose work is being considered for deaccessioning. Any correspondence about the deaccessioning will be included in the collection file.

1. **Criteria for Deaccessioning:** Criteria for determining whether an object should be deaccessioned include, but are not limited to the following:
 - The use of the site has changed, the artwork is no longer appropriate, and the artwork cannot be reasonably protected or maintained.
 - The artwork has been damaged beyond reasonable repair and/or requires extensive conservation or restoration that is cost-prohibitive.
 - The artwork is beyond the capability of the City of Newburyport to properly display, maintain, and/or store.
 - The artwork endangers public safety in its current condition.
 - The artwork was stolen from its location and cannot be retrieved.
 - The artwork was commissioned or accepted with the provision or understanding that it was to have a limited lifecycle or installation period.
2. **Requirements for Deaccessioning:** If the PAT recommends considering an artwork for deaccessioning, the Public Art Team will draft a report including information about:
 - The Artist (if living, or their estate),
 - Provenance,
 - Current condition of the artwork and the site,
 - Project stakeholders when it was commissioned, and during its' lifespan,
 - Evidence of current public opinion and recent community engagements about the artwork,
 - Recommendations from the Public Art Team.

The PAT keeps a permanent record of the conditions and circumstances under which artworks are deaccessioned from City property. Artworks which no longer fit the Curatorial Vision, are severely deteriorated, or otherwise pose a threat to public safety will be relocated or discarded following any relevant City of Newburyport legal processes. The City of Newburyport does not sanction the sale or gift of deaccessioned artworks to its employees, officers, trustees, or to their immediate families or representatives.

3. **Process for Deaccessioning:** If the PAT recommends an artwork for deaccessioning, the following steps shall be followed:
 - Notice to the Artist: Artists whose works are being considered for deaccession will be notified by all diligent means, including a legally-verifiable means of communication,
 - Review by the PAT: the PAT will provide recommendations in the form of a report including the grounds for deaccessioning, written evaluation, photo documentation of the condition of the artwork, damage and/or theft report, and proposed removal and/or demolition work plan,
 - Public Engagement: the PAT will facilitate the opportunity for the public to provide feedback on the decision with the purpose of informing the decision of the PAT,
 - Final decision: the final decision to deaccession a public art piece shall be made by the Mayor. The Mayor may decide to a) accept the recommendation, b) reject the recommendation, or c) delay the decision and request more information,

IV. Procedures for the care of public artwork

A. Collection Care

1. **Use and Activities:** The City of Newburyport shall carry out the reasonable responsibilities required to provide necessary care for all collections acquired.
2. **Maintenance Plan for New Acquisitions:** All public art commissions shall be required to include maintenance recommendations that outline how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork. A maintenance plan shall include the following elements:
 - Materials, and sources of the materials, used in the artwork,
 - Methods of fabrication and the name of any individual other than the Artist who was involved in the construction or creation of the artwork,
 - Installation specifications,
 - Method and frequency of required maintenance, including planning for protections against the effects of tactile/public interaction and/or environmental conditions, and;
 - Additional contacts for maintenance issues, if warranted.
3. **General Maintenance:** Maintenance of the artwork, as distinguished from technical maintenance, restoration or repair, shall be the responsibility of the host department. This may include cleaning schedules and protective measures against normal wear, weather, and vandalism.
4. **Technical Maintenance:** The City will, by its own qualified member on the PAT and/or a City staff member, be responsible for the following:
 - Maintaining a comprehensive Collection Database of all existing artwork in the City's public art collection. This inventory will include but not be limited to:
 - a. An accession number unique to the specific artwork;
 - b. Artwork information – title, year of commission, location of artwork;
 - c. Artist information – artist name, contact information, artist copyright;

- d. Gift acknowledgement, bill of sale, Artist contract, or written justification for acquisition;
 - e. Photographs;
 - f. Significant correspondence relating to the artistic intent of the artwork, provenance of the artwork, and any associated press;
 - g. Maintenance and conservation information – materials, fabrication methods, installation specifics, ongoing photographic documentation, additional parties contact information, material-specific warranties;
 - h. Commissioning information – commission amount, contract reference number, contract amendments, final contract amount, funding source, additional departments or organizations involved, warranties and insurance.
- The PAT will conduct biennial condition reports and periodic physical assessment of its public art collection.
 - The PAT will annually identify restoration and repair needs for the public art collection that surpass general maintenance. This reporting will be used in creating annual work plans and appropriating funding.
5. **Funding for Public Art Maintenance:** The host department is responsible for the care and custody of art owned by the City of Newburyport and as such will make all reasonable efforts to maintain public artworks as determined by maintenance recommendations written by the Artist or proponent. Because there is no City funding mechanism geared toward public art maintenance, the PAT shall carefully consider the maintenance implications of a public art piece during deliberations on its approval.
 6. **Insurance:** The City maintains an umbrella fine arts insurance policy, procured by the City's Finance Director. This policy is reviewed and updated annually by the PAT, the host department and the Finance Director. The policy covers objects owned by the city, subject to certain limitations. Objects are covered at the Artist's stated value. In the case of damage or loss to the collections the PAT may decide to file an insurance claim. The PAT shall request through the Finance Director to file a claim and keep all appropriate documentation in the object record.

GLOSSARY OF TERMS

These are working definitions provided by the Public Art Policy Advisory Group of the Mayor's Office for use with the PAT and NCC and are subject to change.

Accession is the act of formal documentation and legal acceptance of an approved acquisition or loan to the City's collection of artwork.

Acquisition is the formal process used to accept additions to the City's art collection. It includes the initial proposal/donation, evaluation, negotiation, PAT approval, and final accessioning of works of art.

Approval is the action of officially agreeing or accepting a proposal or artwork put before the PAT.

Artist(s) refers to individuals or teams who self-define as Artists for the purpose of creating artworks for the City.

Artistic concept is an early narrative of what the artwork might be and does not include any visual design.

Artwork, alternatively **Work of Art**, refers to all paintings, mural decorations, statues, bas-reliefs, sculptures, monuments, fountains, arches, ornamental gateways, and other structures of a permanent character intended for ornament or commemoration.

Call to Artists is a public solicitation for submissions from Artists and Artist teams for a specific project or opportunity. Calls to Artists include, but are not limited to, Requests for Proposals (RFP) and Requests for Qualifications (RFQ).

Collection refers to artworks that have been commissioned, donated, purchased, or otherwise acquired by the City of Newburyport via majority vote of the PAT this includes artworks colloquially referred to as Public Art. The public art team documents artworks included within this definition as well as short-term artworks and artworks on private property such as murals and artworks that have been deaccessioned.

Collection record is a digital and adjoining hard-file that retains all physical and intellectual information regarding an individual or grouping of artwork(s).

Commission is the act of requesting and authorizing the production of a work of art.

Commissioning Agreement is a supplemental document to the City's standard contract form that outlines the project schedule, reviews, and votes by the PAT, Intellectual Property rights, and other legal rights.

Community is a group of people with a common interest, whether defined by geography, identity, experience, or activity.

Conservation is the treatment and/or stabilization of a collection object by qualified conservators, identified by the PAT.

Culture is the customs, arts, social institutions, and achievements of a particular nation, people, or other social group.

Curator is a person who researches and interprets a collection of artworks and/or objects.

Deaccessioning is the formal process used to permanently remove an object from the collection.

Diversity, in relation to artworks, means including or involving a wide range of distinct forms, peoples, and/or perspectives. In relation to people, diversity means having a high number of races, cultures, ethnicities and other demographic groups represented within a group, organization, or institution.

Donations are an existing artwork offered as a gift to the City for placement under the City's jurisdiction; alternatively, a monetary gift for the purposes of acquiring a work of art for the City.

Equity is the respectful treatment and fair involvement of all people in a society. It is the state in which everyone has the opportunity to reach their full potential.

Historic refers subjectively to a thing or an event of importance when studied as part of the past.

Historical figure is a person who lived in the past and may be perceived as having had a significant impact on people's lives and society through their deeds and accomplishments.

Inclusion means involving people of all backgrounds, abilities, perspectives, and beliefs within a group, institution, or decision. This is more than achieving diversity; it is ensuring all individuals have a true sense of belonging.

Informational plaque is signage that provides context or additional interpretive and educational information for public artworks.

Long-term refers to the projected lifespan of artworks. Long-term artworks employ durable materials and archival fabrication methods and are intended to be fixed to one site for an enduring lifespan. Long-term artworks require care and maintenance as capital assets. Long-term artworks contribute to the lasting legacy of the City's collection for a minimum of five years.

Memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event. In public art, memorials may be long or short-term.

Mural is a large painting traditionally applied to a wall or ceiling, especially in a public space. Our definition of mural extends to artworks painted or applied on the ground or other surface.

Project theme is a general idea that conceptualizes the subject matter to be expressed through a public artwork.

Proponent is an individual, group, organization, or business that proposes a work of art for placement or installation on a city-owned site, and/or, when applicable, the Artist(s) who created the proposed gift.

Provenance is the documentation of an object's origins and history of ownership.

Public Art is a colloquial term for Artworks that are intentionally experienced from, or sited upon, publicly accessible locations. These Artworks on City of Newburyport property are part of the City's formal Collection of Artworks or have been approved for temporary placement on City of Newburyport property by the PAT.

Public Art is a dynamic cultural activity from conception and design, to fabrication and installation, to formal accession or temporary approval at a PAT public meeting. Public Art may affirm or challenge existing community aesthetics and values and may critique, augment, or invite exploration of established narratives and the physical landscape.

Public Art Team (PAT) refers to the advisory committee to the NCC that supports the commissioning, review, selection, acceptance, and care of art in public places. They have exclusive authority to recommend approval and commissioning of artworks intended to be added to the City's collection or be placed on City property to the Mayor, and act as a transparent, independent entity that holds public meetings to vote on matters concerning the City's art collection. All of its members are residents of the City. Members are appointed by their representative groups, and may serve for up to 3 years. The PAT is comprised of 7 members, including 2 members of the Newburyport Cultural Council, 2 members of the Newburyport Arts Collective, 1 member of the Parks Commission, 1 City Staff and 1 representative from the Mayor's office.

Quorum is defined as a simple majority of the members of the public body, unless otherwise provided in a general or special law, executive order, or other authorizing provision.

Request for Proposals (RFP) is a call to Artists to submit a specific project proposal. The RFP outlines all the details of the project, including community values, vision, and site use.

Request for Qualifications (RFQ) is a call to Artists to submit their qualifications. The RFQ outlines all the details of the project and any qualifications needed.

Stakeholder typically refers to community groups, businesses, organizations, or individuals with explicit or implicit interest in a public art project.

Short-term refers to the projected lifespan of artworks. Works of art intended as short-term have an intended lifespan of anything from less than one day up to five years. Short-term works may be at one or more sites, and the artwork may be dynamic in nature.

APPENDIX A: FAQ FOR ARTISTS

City of Newburyport Public Art Policy

FAQs for Artists

Thank you for your interest in advancing Public Art in the City of Newburyport. The City recognizes the value of public art to its citizens and visitors. We are committed to fostering a collection of artworks and public art projects that reflect our people, ideas, histories, and futures, engage our communities and directly respond to, enrich, and enliven our environment. We seek public art that is driven by an artistically strong vision, enhances the diversity and equity of the existing collection, and possesses durability appropriate to the lifespan of the work.

In order to help streamline the process for Artists and other proponents of public art, we have created this document to answer frequently asked questions and outline the steps by which public art is approved. Newburyport's Public Art Team (PAT) is a transparent, independent entity who has the exclusive authority to recommend approval and commissioning of public artwork. The PAT also acts as a resource for artists and proponents as they navigate this process, and we encourage you to reach out to them for assistance.

F. What does the Public Art Policy apply to?

- D. This policy applies to all works of art (both temporary and permanent) that are commissioned, hosted, or displayed on public property and are 1. funded in whole or in part through City funds or maintained by the City; 2. sited on City property, building or right-of-way, or 3. consistently accessible to the public.
- E. This policy does not apply to 1. artwork that is on display within City offices/ buildings that have restricted or regulated access, or 2. temporary exhibitions such as gallery displays, booth displays at art festivals, and museum exhibits displayed on City-owned or -managed property.

B. What are the PAT's priorities for approving public art?

- 8. Artistic aims, objectives and goals
 - What has the artist accomplished with the work and does it align with the proposed project goals?
 - Is the work relevant to the City, its values, culture and people and does it contribute to the fabric of the City? Is the work an integral component of the overall project?
 - Is the artwork appropriate for the community it serves?
- 9. Diversity and accessibility
 - Does the artwork reflect or advance the City's curatorial vision and policy of inclusivity?
 - Does the artwork advance lesser-told or lesser-known stories, non-traditional imagery, diverse perspectives, and/or minority voices?
- 10. Placement/siting
 - What is the relationship of the work to the site? Is it appropriately scaled?
 - Will the work help to anchor and activate the site and enhance the surrounding area?
 - Will there be convenient public access to the site?
 - What are the utility requirements of the artwork?
- 11. Fabrication, handling and installation
 - Are the projected costs accurate and realistic?
 - Have written estimates been obtained from qualified contractors?

- Does a certain site present any special obstacles to installation?
 - Can the work easily be removed if necessary?
12. Maintenance requirements
- Is the work suitable for outdoor display or special indoor environments?
 - Are the materials durable? Does the work have a limited lifespan due to any inherent weakness?
 - What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?
 - What are the artist's suggestions for protection of the work from vandalism?
13. Liability and safety
- Is any aspect of the work a potential safety hazard?
 - Will fencing or other types of security measures be required?
14. Liability and safety
- Is the artwork priced appropriately for the City?
 - How will the artwork impact the capacity for future acquisitions?

C. How do I get my public art project approved and installed?

8. **Initial communication:** The proponent must first initiate communication with the City by submitting a signed letter of intent describing the project and its location. In order to install an artwork on City property, the property-owning department (such as Parks or DPS, etc.) must first give permission for the location of the artwork. Once approval is given by the property-owning department, a formal application may be submitted.

9. **Project initiation & site selection:** The proponent shall submit a formal application (see attached) to the PAT to approve the artwork design, at least one month in advance of necessary approvals.

The applicant should review the application and scope of the project with the PAT, who will consult with appropriate City staff and the Mayor in order to provide guidance about approvals and permissions that may be required from other Boards, Offices, and Commissions. If the applicant is not self-funding the project, the PAT can assist in helping to identify funding sources for installation, understanding there is no current City fund specifically for public art projects.

10. **Process for Short-term Public Art:** Short-term artworks are intended to be installed for five years or less. Artists should fully design and plan their project before submitting it for review by the PAT at a public meeting. During the public meeting, the PAT may allow public comment or ask for additional information. This public review ensures transparency in the review process.

The following is the list of information requested for review. Most short-term public art projects won't require everything described, and the PAT will help the applicant determine what they should include.

- *Fabrication:* The applicant should provide details of all materials and methods used in the creation, installation, and de-installation of the artwork, understanding that any significant changes may require amended approvals from the PAT to be voted on at a public meeting.
- *Community Engagement:* The applicant should provide evidence of effort to get community feedback (i.e. images from community meetings, social media postings, or letters of support)
- *Installation:* The applicant is required to coordinate the installation of the artwork with the site owner and update the Public Art Team. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks

Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures.

- *Maintenance*: Depending on the length and needs of the project, the applicant should submit a narrative describing how they will maintain or repair the artwork if it is damaged.
- *Deinstallation*: The applicant should include details of the deinstallation of the artwork, including any equipment and/or permitting required. The applicant is responsible for returning the project site to its original condition after deinstallation.

11. **Process for Long-term Public Art**: Long-term artworks are intended to be installed for five years or more. We encourage applicants considering long-term commissions to think about how the artwork will be experienced in the present moment, as well as the future.

The applicant will work with the PAT to develop a schedule that reflects any capital construction timelines associated with the project, contract milestones, other Board or Commission approvals, PAT reviews, a working budget, and Artist deliverables for each project phase. The PAT reviews and votes on the applicant's design at a public meeting and may allow public comment or ask for additional information, ensuring transparency in the commissioning process. During the presentation of the design at a public meeting, the applicant should provide the following:

- *Visualizations*: Drawings, maquettes, renderings, or other plans and renditions of the artwork as it will appear when installed, appropriately scaled and accurately depicting materials, colors, lighting effects, interpretive text, plaque, and/or signage text.
- *Public Engagement*: Describe or summarize community engagement, showing effort to connect with and involve Newburyport's residents, and being sensitive to accessibility.
- *Fabrication Plans*: Detail all materials and methods used in the creation of the artwork. The applicant will work with the PAT and City partner agencies to determine design deliverables requirements. Fabrication must substantially conform to the Fabrication Plan, and any significant changes may require amended approvals from the PAT.
- *Schedule*: Present a schedule detailing the artwork process, proposed installation date and budget.
- *Maintenance Recommendations*: Provide a written document of the Artist's maintenance recommendations for all proposed materials, and an estimated schedule for routine maintenance and preservation of the artwork.
- *Installation Plans*: When the artwork is associated with a capital project, installation should be incorporated into the capital construction timeline to avoid additional costs and disruptions to the finished site. Detailed installation plans may include site preparation, equipment requirements, site restoration, etc. The applicant must coordinate the installation of the artwork with the site owner, and update the PAT and any pertinent City agencies and their contractors. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures. If the artwork installation diverges significantly from the Installation Plan, the PAT may require amended approvals.
- *Plaques and Signage*: Include images showing how the Artist's name, title of the artwork, year it was installed, and medium used will be included or displayed.
- *Description of Artwork*: Provide a narrative description of the Artwork for the City to use as a source for descriptions of the project on the City's website, public-facing arts database, and other approved uses, including a final summary of the artwork materials, dimensions, and any collaborations or subcontractors who worked on the project.

12. **Final Acceptance**: The applicant will submit the following within 30 calendar days of installation:

- Documentation that the artwork was installed in conformance with the Installation Plan.
- A minimum of five (5) high resolution digital files in JPG format of the installed, finished

artwork.

13. **Review and Vote:** The PAT will review and vote to accept the artwork into the collection.

D. When do I need an RFP?

Calls to Artists are required for Public Art projects with budgets over \$50,000 that are not initiated by an applicant who is currently working with an Artist. If a Call to Artists is required, the PAT will assist the applicant in developing and executing one. Applicants should not initiate RFP's for projects on City property without prior discussions with the City.

E. What kind of legal contract do I need?

Legal agreements for public artworks may be executed in several ways. The City may contract with the Artist or applicant directly. If the applicant is already working with a funder and has a contract for the artwork, the City may request an MOU with the applicant, the funder, or both. Each project is unique and the legal agreements will be specific to that project.

F. Can I make a donation of public art?

All proposals to donate works of art to the City must be submitted to the Public Art Team for review. Donation requests to the PAT should contain the following:

- Provenance: includes artwork information, conservation history, and transfer of ownership.
- Maintenance recommendations: outlines how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork (cleaning schedules and minor repairs).
- Proposed site, if any.
- Feedback from abutters to the proposed site or stakeholders of the site, or effort shown to connect with and involve neighbors and stakeholders, including feedback and approvals from jurisdictional Boards or Commissions.
- How the art complies with the criteria listed in section B.

G. Will a plaque be allowed or required for public artworks?

Knowing who created an artwork and when can help provide the context needed to experience an artwork fully. Plaques help the public identify artworks and artists, and enable further explorations of artwork in our collection.

The PAT will work with Artists and proponents to plan for the inclusion of plaques and other educational and interpretive materials as part of the design proposal. Plaques should be incidental to the artwork and not a competing focus for the viewer. Logos, trademarks and symbols designed for recognition and advertising or endorsement are not allowed. Plaque information should include the following:

- Artist name
- Artwork title and year
- Brief interpretive text (optional)

H. Can I paint a mural?

Murals are public art works that are directly painted on walls or other existing surfaces and can be short-term or long-term commissions. For City-owned properties, the PAT will help the Artist determine which City department owns the site and obtain their permission to use it. All mural proposals will follow a modified review process, at the discretion of the PAT, to meet the guidelines of the City's Public Art Policy. The PAT will assist the applicant in the process.

Mural projects on private property require Artists to obtain approval from the landowner. The PAT should be notified about the project and may offer support. The PAT may be able to assist or offer guidance on

approvals from other City departments, like reviews by the Historic Commission for projects in historic districts, or street occupancy permits from DPS. Murals proposed for privately owned surfaces usually don't require City review, unless they fall within special overlay districts as identified in the City's Zoning ordinance. The PAT won't review or vote on these artworks.

Street murals are painted directly on a roadway. Because the wear and tear on these artworks is intense, they are usually not considered long-term projects, and should follow the procedures for short-term public art approvals. The applicant should work closely with DPS to review these projects.

I. Can I propose a memorial?

A memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event, and may be long- or short-term. The City of Newburyport has an expansive collection of public art memorials and is unable to accept most new long-term memorial design proposals unless they strongly align with the City's curatorial vision, in particular those that add to the diversity of the City's public art collection. Memorials must also meet these additional criteria:

- **Historical Significance to Newburyport:** The memorial subject must have a direct connection to the City of Newburyport.
- **Public Interest:** Proposals should be considerate of the broader community's interests and needs, particularly the community at the proposed project site.
- **Timing and Timelessness:** Proposed long-term memorials should retain significance and relevance in the future and be meaningful to future generations. The PAT requires a minimum of five years and recommends a minimum of ten years between an event or the passing of an individual and their commemoration to allow for sufficient historical perspective.
- **Subjects Not Previously Memorialized:** The memorial should not honor living individuals or duplicate any existing memorials. We inventory all public memorials and strongly recommend applicants review our Public Art Collections database prior to submitting a memorial proposal. We give preference to proposals that memorialize subjects not currently represented or subjects that are under-represented in the City's collection.
- **Appropriate Location:** The memorial should have a historical or thematic relationship with its proposed location. We prefer proposals for locations where memorials or other artworks do not already exist.
- **Longevity:** Applicants should consider the long-term impact of the memorial and its ability to withstand conditions such as weather or vandalism, as well as changing times and attitudes about its importance, impact on the community, and relevance to the Curatorial Vision.

Applicants can submit their memorial proposals to the PAT at least 3 months in advance of the requested installation date and follow the process for approval listed in C above. Memorial proposals must also include:

- Identification of the person, group, or event to be memorialized;
- A brief narrative explaining the importance of the person, group, or event and its direct, proven relationship to the City;
- A brief explanation of the visitor experience of the proposed memorial; and
- A rationale for the proposed memorial location.

APPENDIX B: APPLICATION

APPLICATION FOR PUBLIC ART

Name: _____

Address: _____

Phone: _____

Email: _____

Project Description, including title of artwork, materials and dimensions:

*please attach photos or drawings of the proposed artwork

Proposed project site:

Property-owning department:

Installation and/or deinstallation details, including equipment required, lighting
and sound plans (if pertinent):

Estimated cost and funding source:

Artist name:

*please attach resume and selected work samples

Maintenance plan:

Project schedule including installation date, programming and events if applicable,
and deinstallation date:

Insurance value:

*Please attach letters of support from community members or organizers, if available

Questions? Contact _____, at email _____@_____.com

Submit your application to:

City of Newburyport, Public Art Team

c/o _____

60 Pleasant St.

Newburyport, MA 01950

APPENDIX C: SAMPLE CALL TO ARTISTS

**THE CITY OF NEWBURYPORT ANNOUNCES
THE CLIPPER CITY RAIL TRAIL PHASE II
MURAL PROJECT**
in collaboration with the Newburyport Art Association

CALL FOR ARTIST PROPOSALS



Introduction

The City of Newburyport's Clipper City Rail Trail Phase II project offers an exciting opportunity for artists to contribute to the beautification of the trail corridor along a portion of the long fenced section between Harrison and Water Streets. The City of Newburyport, in collaboration with the Newburyport Art Association, invites artists and design professionals to submit proposals for this public art mural project. The murals will be permanently installed on the solid board fencing along this corridor. (Please see photographs of the site below.) The goals of the project include:

- Celebrating, improving, and enhancing the Trail corridor
- Bringing public art to people's everyday lives
- Contributing to the distinct identity of the area
- Responding to the physical, social, and historical characteristics of Newburyport
- Enlivening and activating the public space
- Celebrating the rich connection between the arts and the environment

Vision

The City of Newburyport envisions a number of distinct murals celebrating the distinct setting and City history. A range of themes and subject matter will be considered, including Newburyport's culture, maritime history, landscape and nature, although overtly political, sexual, and/or religious themes will not be appropriate for this setting. Works must be appropriate for general public viewing. The final number of murals installed will depend upon the submissions. The artists selected will work with the review committee to determine the best way to curate the submissions when installed together. An artist may be selected to create more than one panel if he or she can show that he or she can meet the stated time frame.

Site

The 500' section of the Clipper City Rail Trail Phase II corridor between Harrison and Water Streets is lined with 6' solid board white cedar fencing, some of which is raised even higher due to the mounded soil along the sides of the trail. The fence panels measure 6'x8' and have steel fence posts embedded in concrete footings. The mural panels will measure 4' x 6' and fit on the chosen fence panels between the posts.



Mural Panels

After selection of the artwork, high resolution digital files of the artwork will be digitally printed on 4'x6' low-profile ¼" Aluminum Composite Panels, laminated to protect them from ultraviolet radiation, framed with 1.5" metal trim molding, and mounted on the wood fence panels by the City of Newburyport. The City will also install plaques with the artist's name and mural title.

Anticipated Timeline (may vary)

March 23, 2017	Request for Proposals announced
Monday, May 1, 2017	Proposals due
Monday, May 22, 2017	Finalists notified
May 30-June 2, 2017	Selection Committee interviews Finalists
Week of June 19, 2017	Parks Commission public meeting & review
June 2017	Final selections (winners notified along with all finalists)
Friday, August 4, 2017	Digital files due for printing on panels
August 2017	Fabrication of mural panels
September 2017	City Hall exhibition of winning submissions
Week of October 2, 2017	Installation of murals
October 2017	Mural celebration ceremony

Eligibility

Artists and design professionals from the Greater Newburyport area are eligible to submit mural proposals. Newburyport Art Association members and non-members welcome to submit proposals. Must be 18 years or older. Artist teams are also eligible to apply. Please note that if an applicant does not have the capacity to provide a high resolution digital image with good lighting of his or her artwork, then the original art can be brought to the sign company and they can photograph it to provide the image.

Prize

In addition to publicity, the Prize for each winning mural panel is \$500 payable on delivery of a completed digital file (for reproduction on the ACM panel) satisfactory to the Committee by the delivery deadline set by the Committee.

Submission requirements

Digital proposal submissions must be received by the City's Planning Department no later than **4:00 p.m. Monday, May 1, 2017** by email at gvining@cityofnewburyport.com or submission of a labelled thumb drive to Geordie Vining at the Planning Office.

Digital proposal must include:

- an artist statement/letter of interest;

- up to 5 images of a mural design proposal (need not be final work, but a representation of the artist's vision);
- resume or curriculum vitae.

If artist is selected as a finalist, he or she will be required to have an interview with the selection committee. The selection committee, in consultation with the Mayor and the Parks Commission, will be comprised of: Geordie Vining, Senior Project Manager, Newburyport Planning Office; Lise Reid, Newburyport Parks Director; and Elena Bachrach, Executive Director, Newburyport Art Association.

Finalists are anticipated to be notified around Monday May 22, 2017, interviewed during the week after Memorial Day May 30th - June 2nd, and final selections made in June 2017.

Selection Criteria

The selection of artwork for the Clipper City Rail Trail Phase II mural project will be based on the following criteria:

Quality: Concept should draw from the vision of the City's mural project, tapping historical and cultural themes, with possible subcategories of maritime, cultural landscapes, bridges and railroads, and landscape and nature, etc.

Elements of Design: The Artist Selection Committee will review the conceptual proposals and determine those that are the most appropriate for the project.

Cooperation: The artist should have a demonstrated ability to work closely and cooperatively with the committee, volunteers, other artists, and the community.

Communication: The artist must have the ability to clearly communicate concepts visually and through clearly written materials as well as orally during the interview process.

Technical Feasibility: The artist must be able to demonstrate his or her technical ability to complete the mural project proposed.

APPENDIX D: SAMPLE COMMISSIONING AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 20____, by and between [name of city] (hereinafter the “City”), acting by and through the [appropriate department or council] with offices at _____, and [artist’s name or artist’s name d.b.a. business name] (hereinafter the “Artist”) with offices at _____.

WHEREAS, the City has implemented [name of art program] pursuant to [applicable local, state or federal laws, ordinances and/or regulations, and/or funding source] by allocating [amount or type of funding] for the establishment and display of artwork in public places; and

WHEREAS, authority lies with the City to make payments for the [acquisition, design execution, fabrication, transportation, and/or installation] of artworks, including payments for the support of an artist [selection process, design, execution and/or placement of Art]; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist was selected by the City through [commissioning method or selection procedure] adopted by the City to [design, execute, fabricate and/or install] the Artwork, as described in Exhibit 1 in a public space located at _____ (hereinafter the “Site”); and

WHEREAS, the Artist and City wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1 Scope of Services

1.1 Artist’s Obligations

- a. The Artist shall perform all services and furnish [all supplies, material and/or equipment (specify if not all)] as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist’s proposal shall be reviewed and approved by the City or Commission, other applicable city departments such as the Department of Public Services and, where appropriate, the project architect to ensure compliance with these objectives.
- c. The Artist shall prepare the design concept and the corresponding budget described in Section 1.3 of this Agreement. The design concept shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.
- d. Artist shall attend public information meetings with the general public, attend design and construction coordination meetings with City, general contractor, architect and other parties, as

appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.

- e. The Artist shall complete the fabrication of the Artwork by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement.
- f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation and maintenance of the Artwork at the Site.
- g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the City. If the Artist does not install the Artwork himself or herself, Artist shall supervise and approve the installation.
- h. Artist shall provide required insurance in amounts and limits specified in Article 6 and Exhibit 4.
- i. Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- j. Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.
- k. Artist shall provide photographic documentation of the Artwork.
- l. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

1.2 City's Obligations

- a. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- b. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform.
- c. The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.
- d. The City shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The City shall be responsible for [all expenses, labor and equipment (specify if not all)] to prepare the Site for the timely transportation and installation of the Artwork. The City shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing him or her of any delays.
- e. The City shall provide and install a plaque on or near the Artwork containing a credit to the Artist substantially in the following form: [Artist's name, date of publication].
- f. The City shall be responsible for leading the Artist through the required review process. The City shall be responsible for organizing and scheduling meetings with review entities, [listed here, for example, Public Art Team, boards, commissions, etc.] and for providing the Artist written instructions for the materials required at such meetings.

1.3 Design

- a. Concept/Schematic
 - i. The Artist submitted a design concept/schematic (the "Design") with an accompanying budget, pursuant to the City's Public Art Policy, which was (selected/approved) by the Public Art Team. The Design and Budget shall be attached to this Agreement as Exhibit 1 and Exhibit 2, respectively.
- b. Approval & Development Process

- i. The Artist followed the Approval and Development Process outlined in the City's Public Art Policy, obtaining required approvals in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, obtaining public input at public meetings and the ensuring the physical integrity of the Artwork or its installation at the Site.
- c. Design/Construction Documents
 - i. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the Site and any site preparations that may be required by the City including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary.
 - ii. If applicable, the Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings shall indicate any risks involved in the construction, integration and maintenance of the Artwork, as well as any third-party subcontractors needed to work on the project.
 - iii. Where appropriate, the Artist shall present such drawings to a qualified engineer, licensed by the state and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the City with such a certification.
 - iv. Where appropriate, the Artist shall present the Design to a qualified conservator, who will make recommendations on the maintenance of the Artwork, and the Artist shall provide a written copy of the conservator's recommendations to the City.

1.4 Budget, Payment Schedule, Construction Schedule and Progress Reports

- a. Budget
 - i. The Artist shall prepare a budget, which shall include all goods, services and materials, with such costs itemized. The Budget shall be attached to this Agreement as Exhibit 2.
 - ii. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
 - iii. The Artist shall keep a log of the Artist's project hours and shall retain all original receipts pertaining directly to the project.
 - iv. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained approval for such costs from the City.
- b. Schedule
 - i. The Artist shall notify the City of the tentative schedule for the fabrication and installation of the Artwork, including a schedule for the submission of progress reports and inspections, if any. The Schedule may be amended by written agreement.
 - ii. A schedule for the payment of budget installments is attached to this Agreement as Exhibit 3.

1.5 Fabrication Stage

- a. The Artist shall fabricate [and install] the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the Public Art Team.
- b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the City disapproves. If the

Artwork is being constructed on site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations. Prior to requesting authorization to transport and install the Artwork, the Artist shall be required to provide the City with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance prior to entering the site.

- c. The City shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
- d. If the City, upon review of the Artwork, determines that the Artwork does not conform to the Design or Revised Design, the City reserves the right to notify the Artist in writing of the deficiencies and that the City intends to withhold the next budget installment.
- e. The Artist will promptly cure the City's objections and will notify the City in writing of completion of the cure. The City shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the City's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the City within [_____] days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the City.
- f. The Artist shall notify the City in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site.
- g. The City shall inspect the Artwork within [_____] days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Artwork conforms with the Design and to give final approval of the Artwork. The City shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the City does withhold final approval, the City shall submit the reasons for such disapproval in writing within [_____] days of examining the fabricated Artwork. The Artist shall then have [_____] days from the date of the City's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the City. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.
- h. The City shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage fees incurred as a result of such delays are the responsibility of the City. The Artist shall be required to inspect the Site prior to the transportation and installation of the Artwork and shall notify the City of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction.

1.6 Changes to Design

- a. Prior to the execution of any change in the approved design, Artist shall present proposed changes in writing to the Public Art Team for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design.
- b. If the Public Art Team approves the changes, the City shall promptly notify the Artist in writing. The Artist will also make the required presentations to the approval bodies [List here].
- c. If the Public Art Team disapproves of the changes, the City shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.
- d. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or

time required for, performance of any services under this Agreement as a result of revisions made to the Design under Section 1.6(a). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within _____ days after the date of the revision by the Artist.

1.7 Installation

- a. Upon the City's final approval of the fabricated Artwork, as being in conformity with the Design, the Artist shall deliver [and install] the completed Artwork to the Site in accordance with the schedule provided for in Section 1.4(b). Transportation fees shall be paid by the [___ indicate City or Artist].
- b. The Artist will coordinate closely with the City to ascertain that the Site is prepared to receive the Artwork. Artist must notify City of any adverse conditions at the Site that would effect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the City to ensure timely coordination with the City's construction team. Artist may not install the Artwork until authorized to do so by the City.
- c. The Artist shall be present to supervise the installation of the Artwork.
- d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the City for purposes of Article 4 and Article 6 of this Agreement.
- e. Within 30 days after installation of the Artwork, the Artist shall furnish the City with five (5) high-resolution digital files in JPG format the of the Artwork as installed. The photographs must be labeled with the name of the Artwork and the date upon which the photograph was taken. The Artist shall also furnish the City with a full written narrative description of the Artwork.
- f. Prior to the installation of the Artwork, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The City is responsible for the proper care and maintenance of the Artwork.

1.8 Approval and Acceptance

- a. The Artist shall notify the City in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.
- b. The City shall promptly notify the Artist of its final acceptance of the Artwork within ____ days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Design, and that the City confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment.
- c. If the City disputes that all the services have been performed, the City shall notify the Artist in writing of those services the Artist has failed to perform within _____ days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the City.
- d. If the Artist disputes the City's determination that not all services have been performed, the Artist shall submit reasons in writing to the City within _____ days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain

with the City.

- e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the City shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).
- f. After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the City and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.
- i. During such public presentations by the Artist, the Artist shall acknowledge the City's role in funding the Artwork.
- ii. The City shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 2 Taxes

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion. The City shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

Article 3 Term of Agreement

a. Duration

This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the City under Section 1.8(b), or submission of final payment to the Artist by the City under Exhibit 3, whichever is later. Extension of time of performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule under section 1.4(b)(i) (which is attached as Exhibit ____).

b. Force Majeure

The City shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4 Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The City shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the City or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

Article 5 Artist's Representations and Warranties

5.1 Warranties of Title

The Artist represents and warrants that:

- a) the Artwork is solely the result of the artistic effort of the Artist;
- b) except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c) the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d) the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e) the Artwork is free and clear of any liens from any source whatsoever;
- f) all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- g) the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- h) all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence;
- i) these representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition

- a. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for [one] year after the date of final acceptance by the City under Section 1.8(b).
- b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).
- d. If within [one] year the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.
- e. If after [one] year the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.
- f. If within [one] year the City observes a breach of warranty described in this Section 5.2 that is not curable by the Artist, the Artist is responsible for reimbursing the City for damages, expenses and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Section 5.2 of this Agreement.

- g. Acceptable Standard of Display. Artist represents and warrants that:
 - i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
 - ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
 - iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
 - iv. Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the City.

The foregoing warranties are conditional, and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

Article 6 Insurance

6.1 General

- a. The Artist acknowledges that until final acceptance of the Artwork by the City under Section 1.8(b), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.
- b. Terms for the procurement and duration of insurance are provided in Exhibit 4.
- c. Required insurance policies are described in Exhibit 4.

6.2 Indemnity

Artist shall indemnify, protect, defend and hold harmless the City and its subdivisions, officials, employees and agents (each a "Covered Person") from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) ("collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist; or (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that its obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist.

Article 7 Ownership and Intellectual Property Rights

7.1 Title

Title to the Artwork shall pass to the City upon the City's written final acceptance and payment for the Artwork pursuant to Section 1 and Exhibit 5. Artist shall provide the City with a Transfer of Title in substantially the form attached hereto as Exhibit 5.

7.2 Ownership of Documents

One set of presentation materials prepared and submitted under this Agreement shall be retained by the City for possible exhibition and to hold for permanent safekeeping.

7.3 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.

7.4 Reproduction Rights

- a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate [three]-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
- b. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.
- c. All reproductions by the City shall contain a credit to the Artist in substantially the following form: [Artist's name, date of publication].
- d. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the City in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City."
- e. The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.
- f. If the City wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
- g. Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

Article 8 Artist's Rights

8.1 General

- a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
- b. The City agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.
- c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within [_____] days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

8.2 Alterations of Site or Removal of Artwork

- a. The City shall notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The City shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City shall make a reasonable effort to maintain the integrity of the Artwork.
- b. The City agrees not to arbitrarily remove or relocate the Artwork without first making a good faith effort to contact the Artist. The Artist shall not unreasonably withhold approval of removal or relocation of the Artwork. Should the Artist agree to such removal or relocation, the Artist shall provide the City with written handling instructions. In the event that the Artist is deceased or unable to otherwise give the Artist's consent, the current owner of the copyright of the Artwork shall not unreasonably withhold permission, keeping in mind the intentions of the Artist at the time of commission and fabrication.

Article 9 Permanent Record

The City shall maintain on permanent file a record of this agreement and of the location and disposition of the Artwork.

Article 10 Artist as an Independent Contractor

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the City with the power to bind in any manner. The Artist shall provide the City with the Artist's Tax Identification Number and any proof of such number as requested by the City.

Article 11 Nondiscrimination

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

Article 12 Assignment of Artwork

The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

Article 13 Termination

- a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than [_____] days prior to the effective date of termination.
- b. The City may terminate this Agreement without cause upon [_____] days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3 of this Agreement.
- c. If either Party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have [_____] days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.
- d. If the Artist defaults [for cause other than death or incapacitation], the Artist shall return to the City all funds provided by the City in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The City shall retain the right to have the Artwork completed, fabricated, executed, delivered and installed. However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.
- e. If the City defaults, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3. The Artist shall retain possession and title to the [studies, drawings, designs, maquettes and models] already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.
- f. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

Article 14 Death or Incapacity

If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Article 13. However, nothing in this Article shall obligate the City to accept the Artwork.

- a. In the event of incapacity, the Artist shall assign the Artist's obligations and services under this contract to another artist provided that the City, in the City's sole discretion, approves of the new artist.

Alternatively, the City may elect to terminate this Agreement. The Artist shall retain all rights under Article 7 and Article 8. The Artwork and any reproductions thereof shall contain a credit to the Artist in substantially the following form: [Artist's name, date of publication].

b. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain all rights under Article 6 and Article 7. The Artist's executor shall deliver to the City the Artwork in whatever form or degree of completion it may be at the time. Title to the Artwork shall then transfer to the City. However, the Artwork shall not be represented to be the completed Artwork of the Artist unless the City is otherwise directed by the Artist's estate.

Article 15 Notices and Documents

Notices required under this Agreement shall be delivered personally or through the [registered or certified mail, return receipt requested] mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the City:	City of Newburyport 60 Pleasant St. Newburyport, MA 01950
---------------	-----------------------------------------------------------------

For the Artist:	[Artist] [mailing address] [City, State, Zip]
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Notice shall be deemed effective on the date personally delivered or, if mailed, [three (3) days] after the postmarked date.

Article 16 Waiver

The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

Article 17 Audit

The City shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist agrees to the maintenance of such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by [the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers]. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Access to such records and documents shall also be granted to any Party authorized by the Artist, the Artist's representatives, or the Artist's successors-in-interest. The City will comply with any open records law applicable to these records.

Article 18 Conflict of Interest

The Artist and the City shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19 Arbitration

If, during the creation of the Artwork, its installation and subsequent existence, either Party breaches this Agreement, each Party agrees to submit to arbitration upon the request of the other provided that the breach is not cured within a reasonable time under paragraph (c) of Article 13.

If an ambiguity arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to the completion of a provision, the Parties shall submit to [arbitration] [mediation].

Each Party agrees to be responsible for its own attorney’s fees except as otherwise provided by statute.

Article 20 Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 21 Conflicts of Law

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Massachusetts, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 22 Choice of Law

This contract shall be governed by the laws of the State of Massachusetts both as to interpretation and performance.

Article 23 Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

For City:

Name

Title

Date

For Artist:

Name

Title

Date

Exhibit 1 Description of the Artwork

[This exhibit should provide a detailed narrative describing the proposed artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork.]

Exhibit 2 Artwork Budget

[The estimated budget for the proposed artwork should be inserted here. The following sample budget worksheet is a guide to some of the costs the budget might include.]

SAMPLE BUDGET WORKSHEET

The following sample budget worksheet is intended to assist artists in planning and developing an estimated budget for public art projects. The following worksheet is intended as a guide only and is not necessarily inclusive of all costs which may be incurred when undertaking a public art project. Not all costs listed will pertain to every project. A contingency of ten percent (10%) of the project total is highly encouraged to cover unexpected costs. The artist's fee is generally 15%–20% of the total project budget for design and fabrication projects. This fee may vary based on the actual work undertaken by the artist and according to the experience and reputation of the artist.

The fee is generally intended to cover the creative work of the artist in developing the project concept. The fee is separate from and does not cover the artist's labor if the artist is responsible for fabrication of the project. Eligible project costs may vary from program to program.

ARTIST FEE (suggested 15%–20% of total project budget)

FINAL DESIGN DEVELOPMENT

Includes final proposal, engineering and/or architectural documents, budget and schedule. Hourly fee for design
Engineering

TRAVEL

Airfare, Car Rental, Per Diem

INSURANCE

(not all insurance is required for each project)

Artwork, Inland Marine, General Liability

Workers' Compensation

Automobile/Hired Vehicle

PROFESSIONAL CONSULTANT FEES

Architect, Structural Engineer, Electrical Engineer, Conservator, Other

(Consultants must be licensed in the State of Massachusetts)

ADMINISTRATIVE EXPENSES

Shop Drawings and Contract Documents, Studio Costs

Supplies, Project Documentation

MATERIALS AND SUPPLIES

(itemize all anticipated aspects and components with per unit and total cost estimates)

FABRICATION COSTS

(include and itemize all portions of subcontracted work and work to be completed by artist)

SITE PREPARATION

(do not include costs covered by the City or others)

TRANSPORTATION

Materials and finished work to the site Storage

Other

INSTALLATION COSTS

Labor

Equipment (crane, scaffolding, or other) Base or Mounting Devices and Components Traffic Barricades/Control

Off-duty police

Landscaping, Site Restoration

Electrical modifications

ADDITIONAL LIGHTING

Design Fixtures Bulbs

Site Preparation, Installation

PERMITS AND TAXES

Sales Tax, Use Tax

Permits

OTHER COSTS CONTINGENCY

(suggested 10% of project total)

TOTAL

Exhibit 3 Payment Schedule

Payment Schedule

The City shall pay the Artist a fixed fee of \$_____, which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

- a. _____ upon the execution of this Agreement, recognizing that the Artist will invest time and expense in preparing the Design as set forth under Section 1.3;
- [b. _____ upon submission of the Design as set forth under Section 1.3;]
- [c. _____ upon the City's notification to the Artist of its approval of the Design as set forth under Section 1.3;]
- d. _____ within _____ days after the Artist notifies the City that the Artwork is fabricated and ready for delivery and installation at the Site as set forth under Section 1.5(f);
- [e. _____ within _____ days after the Artist provides the City with photographic documentation and written instructions for the maintenance and preservation of the Artwork as set forth under Section 1.7(e) and (f).]
- f. _____ upon [or within _____ days after] final acceptance of the Artwork by the City as set forth under Section 1.8(e).

Exhibit 4 Insurance

Insurance – General

- a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit 4 with insurance companies authorized to do business in Massachusetts. The required insurance shall cover the Artist's employees, agents, contractors or subcontractors. The City, its officials, employees, agents and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
- b. The duration of the general liability insurance described in Exhibit 4 shall extend for ____ years after the termination of this Agreement.
- c. The Artist and the Artist's subcontractors' insurance coverage shall be the primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the Artist's or the Artist's subcontractors' insurance and shall not contribute with the Artist's or the Artist's subcontractors' insurance. The coverage shall state that the Artist's or the Artist's subcontractors insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Prior to undertaking any Artwork under this Agreement, the Artist, at no expense to the City, shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in Exhibit 4. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist has obtained insurance in the type, amount, and classification as specified in Exhibit 4 and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after [30] days prior written notice to the City. Each certificate shall indicate that the subcontractors are additional insureds or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
- e. Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of \$[_____].
- f. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
- g. Failure of the Artist to comply with any of the terms of this Article 6 shall be considered a material breach of this Agreement and cause for its immediate termination.

Insurance Policies

- a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:
- i) premises / operations liability
 - ii) products / completed operations
 - iii) personal / advertising injury
 - iv) contractual liability
 - [v) broad-form property damage]
 - [vi) independent contractor's liability]
- Said policy must provide the following minimum coverage:
- i) \$[1,000,000] combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii) \$[1,000,000] annual aggregate
- b. Automobile liability insurance policy, including coverage for owned, non-owned, leased or hired vehicles, providing the following minimum coverage:
- i) bodily injury liability of \$[50,000] for each person,
 - ii) \$[300,000] per occurrence,
 - iii) property damage liability of \$[25,000] for each occurrence.
- The Artist agrees to keep in good standing a valid driver's license at all times, where appropriate, during the term of this Agreement.
- [c. Transportation/Cartage insurance all-risk. Coverage must include loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of loading under Exhibit 3.]
- [d. All Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of the beginning of installation of the Artwork under Exhibit 3.]
- [e. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of _____ providing coverage for any and all employees of Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$[100,000]. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself or herself for Worker's Compensation, the Artist shall sign the following statement:

["I, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above require Worker's Compensation coverage."]

(Artist's signature)

(Print Artist's name)

Exhibit 5Transfer of TitleSTATE OF MassachusettsCOUNTY OF Essex

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the City of Newburyport, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement of _____ and as described therein.

Title: _____.

Location: _____.

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the ____ day of ____, 20__.

WITNESS_____
ARTIST_____
ADDRESS

Sworn to and subscribed
before me this ____ day
of _____, 20__.

SOC. SEC. NO. _____

NOTARY PUBLIC

My Commission Expires: _____

(NOTARY SEAL)

APPENDIX E: SAMPLE DONATION AGREEMENT

City of Newburyport [Sculpture] Donation Agreement

Agreement made this _____ day of _____, 20__ by and among the City of Newburyport and _____ (the “Donor”) whose address is _____.

Whereas the Donor intends to donate a [sculpture] by the Artist _____ entitled “_____” (hereinafter the “Artwork”, a photograph of which is attached hereto as Exhibit A) as part of the permanent collection of public art to be owned by the City of Newburyport and displayed in [City Park] or at another location in accordance with the provisions of this Agreement as specified below in “Display of Artwork,” and the City of Newburyport has agreed to accept this gift;

Now therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Care and Maintenance of the Artwork:** The City of Newburyport shall provide for the care and maintenance of the Artwork as necessary.
2. **Insurance:** The City of Newburyport agrees to insure the Artwork with an insurance value of \$_____ based on documentation provided by the Donor.
3. **Display of Artwork:** The City of Newburyport agrees to display the sculpture in a public location at _____. In the future, if in the sole judgement of the City, the Artwork requires relocation, the City shall notify the Donor of its intention to move the Artwork. The Artwork may not be sold.
4. **Plaque/Sign:** The City shall arrange for a permanent plaque regarding the Artwork to be displayed with the Artwork wherever the Artwork may be located.
5. **Indemnification:** The City of Newburyport shall indemnify and hold harmless the Donor and the Artist from and against any loss, cost, damage, expense and/or claim for personal injury or other injury arising from exhibition of the Artwork in the City of Newburyport, including, without limitation, costs of defense and reasonable attorneys’ fees. The parties hereto acknowledge that G.L. c.21, Section 17C protects a property owner, manager, or agent from liability for negligence where the public is permitted to use the land for recreational or educational purposes without paying a fee.

6. **Theft, Damage or Destruction of the Artwork:** In the event the Artwork is stolen, lost, vandalized, damaged or destroyed, the City shall attempt to use available insurance payments to repair or replace the Artwork with a work of art of comparable stature and value.
7. **Publicity and Public Information:** Any online or promotional material about the Artwork should include a reference to the Donor as follows: “_____’s [sculpture] _____ was permanently gifted to the City of Newburyport in _____ by the generous donation of _____.”
8. **Photographs and other Media or Reproductions.** The City may use photographs, video or film and written information of and about the Artwork. The Artwork cannot be sold in any digital, printed or online form without written permission from and compensation to the Artist.
9. **Claims, Disputes and Controversies:** The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties submit to the jurisdiction of the courts of the Commonwealth of Massachusetts, specifically the Superior Court of Essex County, Massachusetts for all matters arising under this Agreement, and by their signatures, the parties agree to specifically exclude all other jurisdictions and venues as a choice of forum for all disputes connected to or arising from this Agreement and relationship. All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. All mediation shall be held in Essex County, Massachusetts and the parties agree to specifically exclude all other jurisdictions and venues as a choice of forum for all disputes connected to or arising from this Agreement and relationship. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but, if any such provision is held to be prohibited or invalid, such provision will be ineffective only to the extent of such prohibition invalidity, without invalidating the remainder of the Agreement. This agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, promises or warranties other than as set forth herein. All additional promises or warranties must be agreed to by the parties and attached in writing to this Agreement.

Donor(s)

Signature(s) _____

Name(s) (type or print) _____

Date _____

Address _____

Telephone _____

Email _____

Artist

Signature _____

Name (print or type) _____

Date _____

Public Art Team

Chair signature _____

Name (print or type) _____

Date _____

City of Newburyport

Mayor's signature _____

Name (print or type) _____

Date _____



Photo Credit: Bob Watts

Newburyport Public Art Policy

Presentation to City Council

June 12, 2023



Presentation Overview



WHY IS THIS
IMPORTANT?



HOW WILL IT WORK?



QUESTIONS?

Why is this important?

- Currently no clear path toward reviewing and approving public art
- Many requests go to the Parks Commission, who does not have the skill set to review works of art, expressed discomfort in doing so
- Newburyport recognizes the value of public art to its residents and visitors, its an important part of our civic and cultural fabric and an essential building block in enlivening our public spaces
- Opportunity to clearly define our process and encourage public art

How will it work?

The Public Art Team

- Advisory committee that supports commissioning, review, selection, acceptance and care of art in public spaces, raises awareness
- Publicly held meetings and votes, transparency
- 7 members: 2 Cultural Council, 1 Newburyport Art, 1 local artist, 1 Parks Commissioner, 1 City staff, 1 representative from Mayor's office



Photo Credit: Bob Watts

How will it work?

Acquisition Priorities

- Artistic aims, objectives & goals
- Diversity and accessibility
- Placement/siting
- Fabrication, handling & installation
- Maintenance requirements
- Liability & safety
- Affordability



Photo Credit: Bob Watts

What does it cover?

- All works of art that are commissioned, hosted, or displayed, including both temporary and permanent works, and meet all the following criteria:
 - Funded in whole or in part through City funds or maintained by the City;
 - Sited on City property, building, or right-of-way
 - Consistently accessible to the public.



Photo Credit: Bob Watts

What doesn't it cover?

- Artwork on display within City offices or City buildings that have restricted public access or regulated access
- Temporary exhibitions of art (gallery displays, booths at art festivals, etc.) displayed on City-owned or -managed property where the owner has or intends to retain ownership or sell it; assume all responsibility associated with the display; remove it after an agreed upon time.
- Public art on private property



Photo Credit: Bob Watts



Questions?

Newburyport Public Art Policy

Presentation to City Council

April 10, 2023



Photo Credit: Bob Watts

Presentation Overview



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Photo Credit: Bob Watts



Questions?

City of Newburyport

Public Art Policies & Processes

Prepared by the Public Art Policy Advisory
Group of the Mayor's Office

Submitted to the City Council on _____

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I. Introduction

A. Curatorial Vision

The Curatorial Vision for the City of Newburyport is to foster the creation and collection of artworks that reflect the people, ideas, histories, and futures of Newburyport. We aim to commission and approve artworks that engage communities and directly respond to, enrich, and enliven the environment. We seek public art that is driven by an artistically strong vision, enhances the diversity and equity of the existing collection, and possesses durability appropriate to the lifespan of the work.

B. Public Art in Newburyport

Public art is any artwork installed in a publicly accessible space where it can be experienced by everyone for free. It takes a wide range of forms, including murals, sculptures, memorials, architectural or landscape elements, and multi-media installations. The City of Newburyport recognizes the value of public art to its citizens and visitors. It is an important component of our civic and cultural fabric and an essential building block for engaging spaces that enliven the public realm, foster shared community interactions, celebrate our unique stories and collective history, and help create a unique identity for Newburyport. The City has always, and intends to continue to integrate a wide range of artworks reflecting diverse artistic disciplines and points of view into public locations throughout the community. In support of this goal, this document outlines the policies and processes that will facilitate the development of public art throughout the City. It provides a guide for City Departments, Boards and Commissions considering the placement of public art. To successfully implement this policy, City Department Heads should ensure that employees, as well as the Boards and Commissions they staff, are familiar with the procedures herein for proper compliance and execution. An FAQ for Artists (see Appendix A) is a condensed version of this document that is intended to help artists, cultural organizers and other public art proponents who are interested in proposing public art works.

C. The Public Art Team

The Public Art Team (PAT) is an advisory committee to the Mayor that supports the commissioning, review, selection, acceptance, and care of art in public places. They aim to raise public awareness of the impact of public art and its cultural and economic contributions while establishing a diverse collection of public art that engages the community and encourages dialogue around public art. They also aim to identify and promote funding mechanisms to support public art, including grants, donations and specially designated funds. The end result of their efforts will provide a legacy of art and culture for future generations.

The Public Art Team (PAT) holds public meetings as needed to review, discuss, and vote on matters concerning the City's public art collection. Meeting agendas are posted by the City Clerk's office at least 48 hours before the meeting. Constituents and stakeholders are encouraged to attend the PAT's public meetings and make comments on agenda items. Official votes will be conducted during the PAT's public meetings and the results will be recorded by the PAT in the meeting minutes. For a vote to take place, a quorum must be present. For a motion to pass, it must receive a majority of the votes of the Members present.

The PAT has exclusive authority to recommend approval and commissioning of artworks intended to be added to the City's collection or be placed on City property to the Mayor. By centralizing the responsibility of the City's artwork to the PAT, the PAT acts as a transparent, independent entity that holds public

meetings to vote on matters concerning the City's art collection. Members are appointed by their representative groups, and may serve for up to 3 years. The PAT is comprised of 7 members, including 2 members of the Newburyport Cultural Council, 1 member of the Newburyport Art Association, 1 local artist, 1 member of the Parks Commission, 1 City Staff and 1 representative from the Mayor's office.

D. Scope

This policy applies to all works of art that are commissioned, hosted, or displayed, including both temporary and permanent works, and meet all of the following criteria:

- A. Funded in whole or in part through City funds or maintained by the City;
- B. Sited on City property, building, or right-of-way;
- C. Consistently accessible to the public.

E. Limitations

The policy does not extend to:

- A. Artworks on display within City offices or City buildings that have restricted public access or regulated access. This includes artworks acquired for the sole purpose of office adornment and not for overall public experience.
- B. Temporary exhibitions of artworks (such as gallery displays, booth displays at art festivals, individual artworks, or museum exhibits) displayed on City-owned or -managed property where the owner of such artwork has or intends to: retain ownership of the work or sell it; assume all responsibility associated with that display; remove it after an agreed upon duration has concluded.
- C. Public art on private property.

F. Applicability

The placement of public art on public property is a form of government speech and as such, is not subject to scrutiny under the Free Speech Clause. Therefore, the City has broad discretion to make decisions related to public art on public property. The City shall honor other local, state and federal laws that may apply. The City shall exercise final approval authority over all decisions regarding public art on City property.

G. Definitions (see also Glossary of Terms)

For the purposes of this policy, public art is defined as, but need not be limited to, unique, one-of-a-kind artwork conceived with its site in mind and of the following:

- A. Sculpture in the round, bas relief, mobiles, fountains, kinetic and electronic work in any approved material or combination of materials
- B. Paintings in all media, including oils and acrylics, that are portable or permanently affixed, such as murals
- C. Graphic arts, such as printmaking, drawing and banners
- D. Mosaics, including works executed in tile, glass, stone or other materials
- E. Crafts using clay, fiber and textiles, wood, metal, plastics, stained glass and other materials, both functional and ornamental
- F. Photography, including digital and traditional photographic print media
- G. Mixed media, which may include any combination of two- and three-dimensional forms of media, including collage
- H. Earth works, environmental installations and environmental art

- I. Ornamental or functional decorative elements designed by practicing artists or other persons submitting as artists, including design professionals who are not members of the City design team for the project
- J. Light-based or luminal art that is experiential, site-specific or installation-based work that explores optical phenomena or work composed of transmitted light, artificial or natural light sources, projections or sculpture that incorporates light sources as a major compositional and expressive element
- K. Sound art or media with primarily aural-based expressive elements, including electronic, audio media, found or experimental sound sources
- L. Video and animation, projected or displayed on a video monitor
- M. Portable art that may be displayed at locations other than a substantially permanent location or adjacent to the project site

For the purposes of this policy, the following are not considered public art:

- A. Directional elements, wayfinding, signage, color-coding (except where these elements are an integral part of the artwork.)
- B. Donor bricks and plaques
- C. Decorations
- D. Non-original works of art of all media, including reproductions
- E. Mass-produced standardized art objects such as playground equipment
- F. Public improvements for safety such as area or path lighting, protective railings, etc. (except where these elements are an integral part of the artwork)
- G. Landscape design or gardens (when used for decoration unless designed by an artist and are an integral part of the artwork)

H. Administration

The Public Art Team (PAT) will serve as an advisory group in support of the execution of this policy. Oversight and coordination of all works of public art acquired by the City of Newburyport, including their budgets and execution of contracts, are the sole responsibility of the Mayor. Staff member(s) designated by the Mayor will manage all operations and duties related to public art projects sited on or proposed for City of Newburyport property, including the maintenance of the public art collection.

I. Funding for Acquisitions

- A. Sources of funding:
 - 1. Special designated funds: From time to time, special funds may be established for the express purposes of commissioning works of art in accordance with the terms of this policy. For example, a special increment tax may be established by voters for capital projects with a portion assigned to public art.
 - 2. Voluntary allocations: Departments may deposit additional funds into existing public art accounts or create new public art accounts at the department's discretion. These funds will be spent in accordance with this policy.
 - 3. Donated artwork or funds: Funds or works of art may be donated to the City in accordance with Section II.C. of this policy.
 - 4. Public art maintenance funding: The funding to maintain and conserve acquired works of art, though not governed by this policy, is a critical component of the public art program. It is recommended that City staff carefully consider and implement the necessary funding to properly care for the collection under the terms found in Section IV of this policy.

J. About this Document

Our commissioning and review processes are iterative and will continue to evolve over time. We expect these policies and guidelines to change and welcome feedback on ways we can improve them. Changes to portions of this document that describe PAT reviews and approvals may be updated by the Public Art Team for clarity and responsiveness to community needs.

II. Procedures for the acquisition of public artwork

A. Acquisition Priorities

The following priorities shall be used when considering acquisition of artwork by purchase, commission or donation. Additional priorities may be established at the discretion of the Public Art Team (PAT) to meet the needs of individual projects.

1. Artistic aims, objectives and goals
 - What has the artist accomplished with the work and does it align with the proposed project goals?
 - Is the work relevant to the City, its values, culture and people and does it contribute to the fabric of the City? Is the work an integral component of the overall project?
 - Is the work of art appropriate for the community it serves?
2. Diversity and accessibility
 - Does the artwork reflect or advance the City's curatorial vision and policy of inclusivity?
 - Does the artwork advance lesser-told or lesser-known stories, non-traditional imagery, diverse perspectives, and/or minority voices?
3. Placement/siting
 - What is the relationship of the work to the site? Is it appropriately scaled?
 - Will the work help to anchor and activate the site and enhance the surrounding area?
 - Will there be convenient public access to the site?
 - What are the utility requirements of the artwork?
4. Fabrication, handling and installation
 - Are the projected costs accurate and realistic?
 - Have written estimates been obtained from qualified technical support and fabrication contractors?
 - Does a certain site present any special obstacles to installation?
 - Can the work easily be removed if necessary?
5. Maintenance requirements
 - Is the work suitable for outdoor display or special indoor environments?
 - Are the materials durable and will they last? Does the work have a limited lifespan due to built-in obsolescence or any inherent weakness?
 - What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?
 - What are the artist's suggestions for protection of the work from vandalism?
6. Liability and safety
 - Is any aspect of the work a potential safety hazard?

- Will fencing or other types of security measures be required?
7. Affordability
- Is the artwork priced appropriately for the City?
 - How will the artwork impact the capacity for future acquisitions?

B. Approval and Development Process for Public Art Commissions

Public art projects that are recommended by a proponent (i.e. the City of Newburyport, Community members such as non-profits, neighborhood groups, Friends of, etc., or individual Artists or Artist groups) for long-term or short-term installations shall be approved through the process outlined below. The proponent should review the City's existing collection of public art, the history of the proposed site, the current uses of the site, the community or communities who are regularly engaged with the site, and consider accessibility, future maintenance, and project longevity. Proponents should reach out to the PAT for guidance and information in the early stages of their design process.

Public art projects should be integrated into the selected site, with a preference for areas that are highly visible or highly impactful because of their cultural importance and their access to the public. Important considerations include how the artwork is physically integrated within the site and surrounding environment, how it responds to the public use of the space in which it resides, and how it compliments other public art projects in the immediate area. All artworks should be connected to their context, showing awareness of local cultures, histories, and the ways in which the community interacts with the project site.

Below is the recommended process for Public Art Commissions:

1. **Initial communication:** The proponent must first initiate communication with the City by submitting a signed letter of intent describing the project and its location. In order to install an artwork on City property, the property-owning department (such as Parks or DPS, etc.) must first give permission for the location of the artwork. Once approval is given by the property-owning department, a formal application may be submitted.
2. **Project initiation & site selection:** The proponent shall submit a formal application (see Appendix B) to the PAT to approve the artwork design, at least one month in advance of necessary approvals, with the following information:
 - contact information
 - a project description, including materials and dimensions
 - proposed project site
 - the property-owning department of the proposed project site
 - photos or drawings of the proposed artwork
 - details of the installation and/or deinstallation including any equipment required, as well as lighting and sound plans (if pertinent)
 - estimated cost and proposed funding source
 - call to Artists in the form of an RFP or RFQ, if required (see #2 below)
 - Artist resume and selected work samples
 - a maintenance plan, depending on the length and needs of the project
 - a project schedule including installation, programming and events if applicable, and deinstallation
 - insurance value and information
 - letters of support from community members or organizers, if available

The applicant shall review the application and scope of the project with the PAT, who will consult

with appropriate City staff and the Mayor in order to provide guidance about approvals and permissions from other Boards, Offices, and Commissions that may be required. Approvals must be provided by the jurisdictional Board or Commission during this phase of the project. If the proponent is not self-funding the project, the PAT can assist in helping to identify funding sources for installation, understanding there is no current City fund specifically for public art projects. The Artist shall not begin fabrication until they have secured funding sufficient to cover 100% of all costs associated with the fabrication and installation of the artwork.

3. **Calls to Artists, Artist selection and Contracting:** Calls to Artists are required for Public Art projects with budgets over \$50,000 that are not initiated by an applicant that is currently working with an Artist or Artist group. Calls to Artists are the documents that describe the scope of the project and should provide Artists with everything they need to know to determine if they want to apply for a commission, including budget and schedule. Calls should be publicly accessible and shared with a wide variety of artists. The PAT shall advise the applicant in writing a Call to Artists. There is a sample Call to Artists in Appendix C of this document. For City-initiated public art projects, Calls to Artists are written by the PAT and must be advertised on the City website, Mayor's and NCC's social media accounts, and other public art platforms and listservs, and may be advertised in other places depending on the source of funding. A non-City entity proposing public art on City land, regardless of budget, shall consult with the City prior to sending out an RFP.

The primary metrics for Artist selection are the priorities outlined in the Call to Artists and the PAT Acquisition Priorities (Section II.A.). For City-Initiated public art projects, the PAT members review and rate each proposal independently, then meet publicly to review a select number of proposals that fit the priorities. At that meeting, they may select up to three finalists for interviews by the Public Art Team. During a public meeting, the PAT may deliberate, before voting, on which Artist or team to recommend to the Mayor for execution of a contract. Once awarded a contract, the Artist or Artists will move forward to create their design proposal. If the PAT does not approve any of the Artists who answer the call, the Call to Artists may be re-issued and a new selection process begun. The City of Newburyport, as in all contracts, RFPs, RFQs, and other Calls, retains the ability to not select any applicant for a Call to Artists or to reissue the Call to Artists for that project.

It is the sole authority of the Mayor to provide final approval of the PAT's selection of an artist, and direct staff to proceed with a contract. All contracts for the execution of artworks commissioned by the City of Newburyport shall be made by the Mayor. Commissioning Agreements and other contract appendices are written, reviewed, and negotiated by the City Solicitor, at the request of the Mayor. Depending on the funding mechanism, contracts and Artist Review processes may be subject to state (M.G.L. Chapter 30B, Section 2) and local procurement law in addition to the requirements of this policy. A sample commissioning agreement is included in Appendix D. Project deliverables and payment schedules, agreed upon by the PAT, the Artist or Artist Team, the Mayor and City Solicitor, will be included in the contract documents.

For non-City-initiated public art projects, the City may contract with the applicant, similar to City-initiated projects. If the applicant is already working with a funder and has a contract for the artwork, the City may instead request an MOU with the applicant, the funder, or both. Each project is unique and the legal agreements will be specific to that project, but the agreements should align with the requirements outlined in this document, clearly define each party's roles and responsibilities, and follow best practices for public art commissioning. Project deliverables and payment schedules, agreed upon by the PAT, the proponent, the Mayor and City Solicitor, will be included in the contract documents.

4. **Design and Development for Short-term Public Art:** Short-term artworks are intended to be installed for five years or less. Artists should fully design and plan their project before submitting it for review by the PAT. The PAT can guide the proponent in completing their information so their project can be reviewed and voted on at a public meeting. The PAT will provide guidance about

approvals and permissions from other Boards, Offices, and Commissions that may apply to public art projects. During a public meeting, the PAT may allow public comment or ask the PAT for additional information. This public review ensures transparency in the review process.

The following is the list of information requested for review. Most short-term public art projects won't require everything described, and the PAT will help the proponent determine what they should include in their Final Design.

- *Fabrication*: The proponent and Artist should provide details of all materials and methods used in the creation, installation, and de-installation of the artwork, understanding that any significant changes may require amended approvals from the PAT to be voted on at a public meeting.
 - *Community Engagement*: The applicant should provide evidence of work done to get community feedback and response, such as images from community meetings, flyers and social media postings, and letters of support from the community.
 - *Installation*: The proponent and Artist will coordinate the installation of the artwork with the site owner and update the Public Art Team. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures.
 - *Maintenance*: Depending on the length and needs of the project the proponent and Artist should submit a narrative describing how they will maintain or repair the artwork if it is damaged.
 - *Deinstallation*: Short-term projects have a specific, predetermined lifespan. The proponent and Artist should include details of the deinstallation of the artwork with their proposal, including any equipment and/or permitting required. The proponent and Artist are responsible for returning the project site to its original condition after deinstallation.
5. **Design and Development for Long-term Public Art:** Long-term artworks are intended to be installed for five years or more. We encourage applicants considering long-term commissions to think about how the artwork will be experienced in the present moment, as well as the future.
- The applicant will work with the PAT to develop a schedule that reflects any capital construction schedule associated with the project, Artist's contract milestones, other Board or Commission approvals, PAT reviews, a working budget, and Artist deliverables for each project phase. The PAT reviews and votes on the applicant's design at a public meeting and may allow public comment or ask for additional information. This public review ensures transparency in the commissioning process. During the presentation of the design at a public meeting, the PAT needs to understand the following:
- *Visualizations*: Drawings, maquettes, renderings, or other plans and renditions of the artwork as it will appear when installed, appropriately scaled and accurately depicting materials, colors, lighting effects, interpretive text, plaque, and/or signage text.
 - *Public Engagement*: The applicant should describe or summarize their community engagement, showing effort to connect with and involve Newburyport's residents, and should keep in mind accessibility.
 - *Fabrication Plans*: The Fabrication Plan must detail all materials and methods used in the creation of the artwork. The applicant will work with the PAT and City partner agencies to determine design deliverables requirements. Fabrication must substantially conform to the Fabrication Plan, and any significant changes may require amended approvals from the PAT to be voted on at a public meeting.
 - *Maintenance Recommendations*: The applicant must provide a written document of the Artist's maintenance recommendations for all proposed materials, and an estimated schedule for routine maintenance and preservation of the artwork.
 - *Installation Plans*: When the artwork is associated with a capital project, installation should be incorporated into the capital construction timeline to avoid additional costs and disruptions to

the finished site. Detailed installation plans may include but are not limited to site preparation, equipment requirements, and site restoration, when applicable. The applicant must coordinate the installation of the artwork with the site owner, and update the PAT and any pertinent City partner agencies and their contractors. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires any temporary street closures. If the artwork installation diverges significantly from the Installation Plan, the PAT may require amended approvals to be voted on at a public meeting.

- *Plaques and Signage*: The proponent and Artist should include images showing how they will include or otherwise display their name, the title of the artwork, the year it was installed, and the medium.
 - *Description of Artwork*: The applicant must provide a narrative description of the Artwork for the City to use as a source for descriptions of the project on the City's website, public-facing arts database, and other approved uses, including a final summary of the artwork materials, dimensions, and any collaborations or subcontractors who worked on the project.
6. **Final Acceptance**: The applicant shall submit the following within 30 calendar days of completing the installation:
 - Documentation that the artwork was installed in conformance with the Installation Plan.
 - A minimum of five (5) high resolution digital files in JPG format of the installed, finished artwork.
 7. **Review and Vote**: At the next public meeting after installation, the PAT will review and vote to accept the artwork into the collection via accessioning.

C. Approval Process for Donations

All proposals to donate works of art to the City must be submitted to the Public Art Team for review.

1. **The donation request shall contain the following**:
 - Provenance: includes artwork information, conservation history, and donation agreement (see Appendix E).
 - Maintenance recommendations: outlines how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork (cleaning schedules and minor repairs).
 - Proposed site, if any.
2. **The PAT will review the proposed donation based on the following**:
 - Compliance with this policy.
 - Acquisition priorities listed in section II.A.
 - If a site is proposed, the residents adjacent to the site or other stakeholders of the site will be notified and public feedback will be heard.
 - Depending upon the nature of the project, further public engagement and approvals by jurisdictional Boards or Commissions may be required according to the specific requirements for permit application or development review. These approvals must be obtained prior to final approval of the Mayor.
3. **All other processes and procedures**, including final approval and contract execution shall follow the guidelines outlined in this policy.
4. **Limitations**: Approved proposals for donation must complete the full process, including installation of the artwork, by no more than one year after approval. The Donor may request an extension to the deadline of no more than one additional year. The extension request must be submitted to the PAT for review and approval by the Mayor.

The City is under no obligation to consider for acquisition unauthorized and abandoned art. Instead, the Mayor may choose, at his or her full discretion, to remove and/or dispose of it or consider the work for acquisition consistent with the donation process outlined above.

D. Plaques for Public Artworks

Knowing who created an artwork and when can help provide the context needed to experience an artwork fully. Plaques help the public identify artworks and artists, and enable further explorations of artwork in our collection.

Although there are stand-alone commemorative plaques, tablets, and historic markers in the public art collection, the plaques addressed in this section are used to identify artworks and may provide additional interpretive and educational information.

The PAT will work with Artists and proponents to plan for the inclusion of plaques and other educational and interpretive materials as part of the design proposal.

1. **Standard Information for Plaques for Public Artwork:** Plaques for any artwork should be incidental to the artwork and not a competing focus for the viewer. It shall include the following:

- Artist name
- Artwork title and year
- Brief interpretive text (optional)

**Plaques for public artworks may not include logos (e.g. symbols or trademarks designed for definite recognition in order to avoid the use of public art for advertising or endorsement purposes) or any other kind of advertising or sponsorship information.*

2. **Interpretation and Education:** In addition to artwork plaques, additional educational and interpretive information may be shared on the City of Newburyport's website. Such information may include biographical information about the Artist(s) and/or community proponent(s), descriptions and/or histories of the artwork, materials, scheduled repairs or conservation, and images of the design, fabrication, and/or installation process.

E. Mural Commissions

Murals are public art works that are directly painted on walls or other existing surfaces and can be short-term or long-term commissions. They should follow the guidelines below:

1. **Reviews for murals on City-owned sites:** The PAT will help the Artist determine which City department owns the site and obtain their permission to use it. All mural proposals will follow a modified review process at the discretion of the PAT. Mural reviews should generally follow the guidelines listed under section II.B.4, with the exception of processes that are not pertinent to mural commissions. The PAT will assist the applicant in discerning which areas of this document are pertinent.
2. **Street Murals:** Street murals are murals painted directly on a roadway. Because the wear and tear on these artworks is intense, they are usually not considered long-term projects, and should follow the process for short-term commissions described in Section II.B.3. Because they are painted on streets, the applicant and PAT shall work closely with DPS to review these projects.
3. **Murals Proposed for Private Sites:** Mural projects on private property require Artists to obtain approval from the landowner. The PAT should be notified about the project and may offer support. The PAT may be able to assist or offer guidance on approvals from other City departments, like reviews by the Historic Commission for projects in historic districts, or street occupancy permits for the installation from DPS. Murals proposed for privately owned surfaces usually don't require City review, unless they fall within special overlay districts as identified in the City's Zoning ordinance. The PAT won't review or vote on these artworks.

F. Memorial Commissions

A memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event, and may be long- or short-term. The City of Newburyport has an expansive collection of public art memorials and is unable to accept most new long-term memorial design proposals. We are most interested in those that strongly align with the Curatorial Vision, in particular those that add to the diversity of the City's public art collection.

Memorial Commissions must also meet these additional design criteria:

- **Historical Significance to Newburyport:** The memorial subject must have a direct connection to the City of Newburyport.
- **Public Interest:** Proposals should be considerate of the broader community's interests and needs, particularly the community at the proposed project site.
- **Timing and Timelessness:** Proposed long-term memorials should retain significance and relevance in the future and be meaningful to future generations. The PAT requires a minimum of five years and recommends a minimum of ten years between an event or the passing of an individual and their commemoration to allow for sufficient historical perspective.
- **Subjects Not Previously Memorialized:** The memorial should not honor living individuals or duplicate any existing memorials. We inventory all public memorials and strongly recommend applicants review our Public Art Collections database prior to submitting a memorial proposal. We give preference to proposals that memorialize subjects not currently represented or subjects that are under-represented in the City's collection.
- **Appropriate Location:** The memorial should have a historical or thematic relationship with its proposed location. We prefer proposals for locations where memorials or other artworks do not already exist.
- **Longevity:** Applicants should consider the long-term impact of the memorial and its ability to withstand conditions such as weather or vandalism, as well as changing times and attitudes about its importance, impact on the community, and relevance to the Curatorial Vision.

Artists or community proponents can submit their memorial proposals to the PAT at least one month in advance of necessary approvals. The Artist or proponent shall present their memorial proposal for the PAT to review based on the criteria above, as well as the priorities listed in Section II.A. The PAT may invite representatives from other relevant City departments, boards or commissions relevant to the proposed memorial. Memorial proposals must also include:

- Identification of the person, group, or event to be memorialized;
- A brief narrative explaining the importance of the person, group, or event and its direct, proven relationship to the City;
- A brief explanation of the visitor experience of the proposed memorial; and
- A rationale for the proposed memorial location.

If approved, the memorial project will then follow a regular commissioning outlined in Section II.B above.

III. Procedures for the deaccessioning of public artwork

A. Removal from the Collection: Deaccessioning

Deaccessioning is the formal removal of an artwork from the City's collection. Under deaccessioning,

artworks are not only removed from public view but also permanently removed from the City's collection. The decision to deaccession is only made after careful deliberation and depends in part on the artwork's accessioning. Deaccessioning requires documentation (e.g., signed Deed of Gift, bill of sale, minutes of the PAT meetings, artist's contract, etc.) proving that the PAT has the right to transfer ownership of the artwork in question. Any deaccession process should be carried out with the utmost caution, especially with regard to the determination of ownership of the artwork.

The PAT must approve the deaccessioning of an artwork by a majority vote at a public meeting. Artworks are permanently removed from the collection by sale, donation, disposal, or destruction. Additionally, the deaccessioning of all City-owned artwork may be subject to State and City procurement statutes.

The PAT will make all reasonable efforts to notify any living Artist, or the estate of any deceased Artist, whose work is being considered for deaccessioning. Any correspondence about the deaccessioning will be included in the collection file.

1. **Criteria for Deaccessioning:** Criteria for determining whether an object should be deaccessioned include, but are not limited to the following:
 - The use of the site has changed, the artwork is no longer appropriate, and the artwork cannot be reasonably protected or maintained.
 - The artwork has been damaged beyond reasonable repair and/or requires extensive conservation or restoration that is cost-prohibitive.
 - The artwork is beyond the capability of the City of Newburyport to properly display, maintain, and/or store.
 - The artwork endangers public safety in its current condition.
 - The artwork was stolen from its location and cannot be retrieved.
 - The artwork was commissioned or accepted with the provision or understanding that it was to have a limited lifecycle or installation period.
2. **Requirements for Deaccessioning:** If the PAT recommends considering an artwork for deaccessioning, the Public Art Team will draft a report including information about:
 - The Artist (if living, or their estate),
 - Provenance,
 - Current condition of the artwork and the site,
 - Project stakeholders when it was commissioned, and during its' lifespan,
 - Evidence of current public opinion and recent community engagements about the artwork,
 - Recommendations from the Public Art Team.

The PAT keeps a permanent record of the conditions and circumstances under which artworks are deaccessioned from City property. Artworks which no longer fit the Curatorial Vision, are severely deteriorated, or otherwise pose a threat to public safety will be relocated or discarded following any relevant City of Newburyport legal processes. The City of Newburyport does not sanction the sale or gift of deaccessioned artworks to its employees, officers, trustees, or to their immediate families or representatives.

3. **Process for Deaccessioning:** If the PAT recommends an artwork for deaccessioning, the following steps shall be followed:
 - Notice to the Artist: Artists whose works are being considered for deaccession will be notified by all diligent means, including a legally-verifiable means of communication,
 - Review by the PAT: the PAT will provide recommendations in the form of a report including the grounds for deaccessioning, written evaluation, photo documentation of the condition of the artwork, damage and/or theft report, and proposed removal and/or demolition work plan,

- **Public Engagement:** the PAT will facilitate the opportunity for the public to provide feedback on the decision with the purpose of informing the decision of the PAT,
- **Final decision:** the final decision to deaccession a public art piece shall be made by the Mayor. The Mayor may decide to a) accept the recommendation, b) reject the recommendation, or c) delay the decision and request more information,

IV. Procedures for the care of public artwork

A. Collection Care

1. **Use and Activities:** The City of Newburyport shall carry out the reasonable responsibilities required to provide necessary care for all collections acquired.
2. **Maintenance Plan for New Acquisitions:** All public art commissions shall be required to include maintenance recommendations that outline how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork. A maintenance plan shall include the following elements:
 - Materials, and sources of the materials, used in the artwork,
 - Methods of fabrication and the name of any individual other than the Artist who was involved in the construction or creation of the artwork,
 - Installation specifications,
 - Method and frequency of required maintenance, including planning for protections against the effects of tactile/public interaction and/or environmental conditions, and;
 - Additional contacts for maintenance issues, if warranted.
3. **General Maintenance:** Maintenance of the artwork, as distinguished from technical maintenance, restoration or repair, shall be the responsibility of the host department. This may include cleaning schedules and protective measures against normal wear, weather, and vandalism.
4. **Technical Maintenance:** The City will, by its own qualified member on the PAT and/or a City staff member, be responsible for the following:
 - Maintaining a comprehensive Collection Database of all existing artwork in the City's public art collection. This inventory will include but not be limited to:
 - a. An accession number unique to the specific artwork;
 - b. Artwork information – title, year of commission, location of artwork;
 - c. Artist information – artist name, contact information, artist copyright;
 - d. Gift acknowledgement, bill of sale, Artist contract, or written justification for acquisition;
 - e. Photographs;
 - f. Significant correspondence relating to the artistic intent of the artwork, provenance of the artwork, and any associated press;
 - g. Maintenance and conservation information – materials, fabrication methods, installation specifics, ongoing photographic documentation, additional parties contact information, material-specific warranties;
 - h. Commissioning information – commission amount, contract reference number, contract amendments, final contract amount, funding source, additional departments or organizations involved, warranties and insurance.
 - The PAT will conduct biennial condition reports and periodic physical assessment of its public art collection.

- The PAT will annually identify restoration and repair needs for the public art collection that surpass general maintenance. This reporting will be used in creating annual work plans and appropriating funding.
5. **Funding for Public Art Maintenance:** The host department is responsible for the care and custody of art owned by the City of Newburyport and as such will make all reasonable efforts to maintain public artworks as determined by maintenance recommendations written by the Artist or proponent. Because there is no City funding mechanism geared toward public art maintenance, the PAT shall carefully consider the maintenance implications of a public art piece during deliberations on its approval.
 6. **Insurance:** The City maintains an umbrella fine arts insurance policy, procured by the City's Finance Director. This policy is reviewed and updated annually by the PAT, the host department and the Finance Director. The policy covers objects owned by the city, subject to certain limitations. Objects are covered at the Artist's stated value. In the case of damage or loss to the collections the PAT may decide to file an insurance claim. The PAT shall request through the Finance Director to file a claim and keep all appropriate documentation in the object record.

GLOSSARY OF TERMS

These are working definitions provided by the Public Art Policy Advisory Group of the Mayor's Office for use with the PAT and NCC and are subject to change.

Accession is the act of formal documentation and legal acceptance of an approved acquisition or loan to the City's collection of artwork.

Acquisition is the formal process used to accept additions to the City's art collection. It includes the initial proposal/donation, evaluation, negotiation, PAT approval, and final accessioning of works of art.

Approval is the action of officially agreeing or accepting a proposal or artwork put before the PAT.

Artist(s) refers to individuals or teams who self-define as Artists for the purpose of creating artworks for the City.

Artistic concept is an early narrative of what the artwork might be and does not include any visual design.

Artwork, alternatively **Work of Art**, refers to all paintings, mural decorations, statues, bas-reliefs, sculptures, monuments, fountains, arches, ornamental gateways, and other structures of a permanent character intended for ornament or commemoration.

Call to Artists is a public solicitation for submissions from Artists and Artist teams for a specific project or opportunity. Calls to Artists include, but are not limited to, Requests for Proposals (RFP) and Requests for Qualifications (RFQ).

Collection refers to artworks that have been commissioned, donated, purchased, or otherwise acquired by the City of Newburyport via majority vote of the PAT this includes artworks colloquially referred to as Public Art. The public art team documents artworks included within this definition as well as short-term artworks and artworks on private property such as murals and artworks that have been deaccessioned.

Collection record is a digital and adjoining hard-file that retains all physical and intellectual information regarding an individual or grouping of artwork(s).

Commission is the act of requesting and authorizing the production of a work of art.

Commissioning Agreement is a supplemental document to the City's standard contract form that outlines the project schedule, reviews, and votes by the PAT, Intellectual Property rights, and other legal rights.

Community is a group of people with a common interest, whether defined by geography, identity, experience, or activity.

Conservation is the treatment and/or stabilization of a collection object by qualified conservators, identified by the PAT.

Culture is the customs, arts, social institutions, and achievements of a particular nation, people, or other social group.

Curator is a person who researches and interprets a collection of artworks and/or objects.

Deaccessioning is the formal process used to permanently remove an object from the collection.

Diversity, in relation to artworks, means including or involving a wide range of distinct forms, peoples, and/or perspectives. In relation to people, diversity means having a high number of races, cultures, ethnicities and other demographic groups represented within a group, organization, or institution.

Donations are an existing artwork offered as a gift to the City for placement under the City's jurisdiction; alternatively, a monetary gift for the purposes of acquiring a work of art for the City.

Equity is the respectful treatment and fair involvement of all people in a society. It is the state in which everyone has the opportunity to reach their full potential.

Historic refers subjectively to a thing or an event of importance when studied as part of the past.

Historical figure is a person who lived in the past and may be perceived as having had a significant impact on people's lives and society through their deeds and accomplishments.

Inclusion means involving people of all backgrounds, abilities, perspectives, and beliefs within a group, institution, or decision. This is more than achieving diversity; it is ensuring all individuals have a true sense of belonging.

Informational plaque is signage that provides context or additional interpretive and educational information for public artworks.

Long-term refers to the projected lifespan of artworks. Long-term artworks employ durable materials and archival fabrication methods and are intended to be fixed to one site for an enduring lifespan. Long-term artworks require care and maintenance as capital assets. Long-term artworks contribute to the lasting legacy of the City's collection for a minimum of five years.

Memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event. In public art, memorials may be long or short-term.

Mural is a large painting traditionally applied to a wall or ceiling, especially in a public space. Our definition of mural extends to artworks painted or applied on the ground or other surface.

Project theme is a general idea that conceptualizes the subject matter to be expressed through a public artwork.

Proponent is an individual, group, organization, or business that proposes a work of art for placement or installation on a city-owned site, and/or, when applicable, the Artist(s) who created the proposed gift.

Provenance is the documentation of an object's origins and history of ownership.

Public Art is a colloquial term for Artworks that are intentionally experienced from, or sited upon, publicly accessible locations. These Artworks on City of Newburyport property are part of the City's formal Collection of Artworks or have been approved for temporary placement on City of Newburyport property by the PAT.

Public Art is a dynamic cultural activity from conception and design, to fabrication and installation, to formal accession or temporary approval at a PAT public meeting. Public Art may affirm or challenge existing community aesthetics and values and may critique, augment, or invite exploration of established narratives and the physical landscape.

Public Art Team (PAT) refers to the advisory committee to the NCC that supports the commissioning, review, selection, acceptance, and care of art in public places. They have exclusive authority to recommend approval and commissioning of artworks intended to be added to the City's collection or be placed on City property to the Mayor, and act as a transparent, independent entity that holds public meetings to vote on matters concerning the City's art collection. All of its members are residents of the City. Members are appointed by their representative groups, and may serve for up to 3 years. The PAT is comprised of 7 members, including 2 members of the Newburyport Cultural Council, 2 members of the Newburyport Arts Collective, 1 member of the Parks Commission, 1 City Staff and 1 representative from the Mayor's office.

Quorum is defined as a simple majority of the members of the public body, unless otherwise provided in a general or special law, executive order, or other authorizing provision.

Request for Proposals (RFP) is a call to Artists to submit a specific project proposal. The RFP outlines all the details of the project, including community values, vision, and site use.

Request for Qualifications (RFQ) is a call to Artists to submit their qualifications. The RFQ outlines all the details of the project and any qualifications needed.

Stakeholder typically refers to community groups, businesses, organizations, or individuals with explicit or implicit interest in a public art project.

Short-term refers to the projected lifespan of artworks. Works of art intended as short-term have an intended lifespan of anything from less than one day up to five years. Short-term works may be at one or more sites, and the artwork may be dynamic in nature.

APPENDIX A: FAQ FOR ARTISTS

City of Newburyport Public Art Policy

FAQs for Artists

Thank you for your interest in advancing Public Art in the City of Newburyport. The City recognizes the value of public art to its citizens and visitors. We are committed to fostering a collection of artworks and public art projects that reflect our people, ideas, histories, and futures, engage our communities and directly respond to, enrich, and enliven our environment. We seek public art that is driven by an artistically strong vision, enhances the diversity and equity of the existing collection, and possesses durability appropriate to the lifespan of the work.

In order to help streamline the process for Artists and other proponents of public art, we have created this document to answer frequently asked questions and outline the steps by which public art is approved. Newburyport's Public Art Team (PAT) is a transparent, independent entity who has the exclusive authority to recommend approval and commissioning of public artwork. The PAT also acts as a resource for artists and proponents as they navigate this process, and we encourage you to reach out to them for assistance.

E. What does the Public Art Policy apply to?

- D. This policy applies to all works of art (both temporary and permanent) that are commissioned, hosted, or displayed on public property and are 1. funded in whole or in part through City funds or maintained by the City; 2. sited on City property, building or right-of-way, or 3. consistently accessible to the public.
- E. This policy does not apply to 1. artwork that is on display within City offices/ buildings that have restricted or regulated access, or 2. temporary exhibitions such as gallery displays, booth displays at art festivals, and museum exhibits displayed on City-owned or -managed property.

B. What are the PAT's priorities for approving public art?

- 8. Artistic aims, objectives and goals
 - What has the artist accomplished with the work and does it align with the proposed project goals?
 - Is the work relevant to the City, its values, culture and people and does it contribute to the fabric of the City? Is the work an integral component of the overall project?
 - Is the artwork appropriate for the community it serves?
- 9. Diversity and accessibility
 - Does the artwork reflect or advance the City's curatorial vision and policy of inclusivity?
 - Does the artwork advance lesser-told or lesser-known stories, non-traditional imagery, diverse perspectives, and/or minority voices?
- 10. Placement/siting
 - What is the relationship of the work to the site? Is it appropriately scaled?
 - Will the work help to anchor and activate the site and enhance the surrounding area?
 - Will there be convenient public access to the site?
 - What are the utility requirements of the artwork?
- 11. Fabrication, handling and installation
 - Are the projected costs accurate and realistic?
 - Have written estimates been obtained from qualified contractors?

- Does a certain site present any special obstacles to installation?
 - Can the work easily be removed if necessary?
12. Maintenance requirements
- Is the work suitable for outdoor display or special indoor environments?
 - Are the materials durable? Does the work have a limited lifespan due to any inherent weakness?
 - What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?
 - What are the artist's suggestions for protection of the work from vandalism?
13. Liability and safety
- Is any aspect of the work a potential safety hazard?
 - Will fencing or other types of security measures be required?
14. Liability and safety
- Is the artwork priced appropriately for the City?
 - How will the artwork impact the capacity for future acquisitions?

C. How do I get my public art project approved and installed?

8. **Initial communication:** The proponent must first initiate communication with the City by submitting a signed letter of intent describing the project and its location. In order to install an artwork on City property, the property-owning department (such as Parks or DPS, etc.) must first give permission for the location of the artwork. Once approval is given by the property-owning department, a formal application may be submitted.
9. **Project initiation & site selection:** The proponent shall submit a formal application (see attached) to the PAT to approve the artwork design, at least one month in advance of necessary approvals.

The applicant should review the application and scope of the project with the PAT, who will consult with appropriate City staff and the Mayor in order to provide guidance about approvals and permissions that may be required from other Boards, Offices, and Commissions. If the applicant is not self-funding the project, the PAT can assist in helping to identify funding sources for installation, understanding there is no current City fund specifically for public art projects.

10. **Process for Short-term Public Art:** Short-term artworks are intended to be installed for five years or less. Artists should fully design and plan their project before submitting it for review by the PAT at a public meeting. During the public meeting, the PAT may allow public comment or ask for additional information. This public review ensures transparency in the review process.

The following is the list of information requested for review. Most short-term public art projects won't require everything described, and the PAT will help the applicant determine what they should include.

- *Fabrication:* The applicant should provide details of all materials and methods used in the creation, installation, and de-installation of the artwork, understanding that any significant changes may require amended approvals from the PAT to be voted on at a public meeting.
- *Community Engagement:* The applicant should provide evidence of effort to get community feedback (i.e. images from community meetings, social media postings, or letters of support)
- *Installation:* The applicant is required to coordinate the installation of the artwork with the site owner and update the Public Art Team. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks

Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures.

- *Maintenance*: Depending on the length and needs of the project, the applicant should submit a narrative describing how they will maintain or repair the artwork if it is damaged.
- *Deinstallation*: The applicant should include details of the deinstallation of the artwork, including any equipment and/or permitting required. The applicant is responsible for returning the project site to its original condition after deinstallation.

11. **Process for Long-term Public Art**: Long-term artworks are intended to be installed for five years or more. We encourage applicants considering long-term commissions to think about how the artwork will be experienced in the present moment, as well as the future.

The applicant will work with the PAT to develop a schedule that reflects any capital construction timelines associated with the project, contract milestones, other Board or Commission approvals, PAT reviews, a working budget, and Artist deliverables for each project phase. The PAT reviews and votes on the applicant's design at a public meeting and may allow public comment or ask for additional information, ensuring transparency in the commissioning process. During the presentation of the design at a public meeting, the applicant should provide the following:

- *Visualizations*: Drawings, maquettes, renderings, or other plans and renditions of the artwork as it will appear when installed, appropriately scaled and accurately depicting materials, colors, lighting effects, interpretive text, plaque, and/or signage text.
- *Public Engagement*: Describe or summarize community engagement, showing effort to connect with and involve Newburyport's residents, and being sensitive to accessibility.
- *Fabrication Plans*: Detail all materials and methods used in the creation of the artwork. The applicant will work with the PAT and City partner agencies to determine design deliverables requirements. Fabrication must substantially conform to the Fabrication Plan, and any significant changes may require amended approvals from the PAT.
- *Schedule*: Present a schedule detailing the artwork process, proposed installation date and budget.
- *Maintenance Recommendations*: Provide a written document of the Artist's maintenance recommendations for all proposed materials, and an estimated schedule for routine maintenance and preservation of the artwork.
- *Installation Plans*: When the artwork is associated with a capital project, installation should be incorporated into the capital construction timeline to avoid additional costs and disruptions to the finished site. Detailed installation plans may include site preparation, equipment requirements, site restoration, etc. The applicant must coordinate the installation of the artwork with the site owner, and update the PAT and any pertinent City agencies and their contractors. The applicant is responsible for securing any permits or approvals that are required by other City agencies. This may include approval from the Parks Commission or DPS, depending on the project site, how the project affects access to the public right of way, or if the installation of the project requires temporary street closures. If the artwork installation diverges significantly from the Installation Plan, the PAT may require amended approvals.
- *Plaques and Signage*: Include images showing how the Artist's name, title of the artwork, year it was installed, and medium used will be included or displayed.
- *Description of Artwork*: Provide a narrative description of the Artwork for the City to use as a source for descriptions of the project on the City's website, public-facing arts database, and other approved uses, including a final summary of the artwork materials, dimensions, and any collaborations or subcontractors who worked on the project.

12. **Final Acceptance**: The applicant will submit the following within 30 calendar days of installation:

- Documentation that the artwork was installed in conformance with the Installation Plan.
- A minimum of five (5) high resolution digital files in JPG format of the installed, finished

artwork.

13. **Review and Vote:** The PAT will review and vote to accept the artwork into the collection.

D. When do I need an RFP?

Calls to Artists are required for Public Art projects with budgets over \$50,000 that are not initiated by an applicant who is currently working with an Artist. If a Call to Artists is required, the PAT will assist the applicant in developing and executing one. Applicants should not initiate RFP's for projects on City property without prior discussions with the City.

E. What kind of legal contract do I need?

Legal agreements for public artworks may be executed in several ways. The City may contract with the Artist or applicant directly. If the applicant is already working with a funder and has a contract for the artwork, the City may request an MOU with the applicant, the funder, or both. Each project is unique and the legal agreements will be specific to that project.

F. Can I make a donation of public art?

All proposals to donate works of art to the City must be submitted to the Public Art Team for review. Donation requests to the PAT should contain the following:

- Provenance: includes artwork information, conservation history, and transfer of ownership.
- Maintenance recommendations: outlines how the artwork is to be maintained, and what materials and maintenance procedures are needed to conduct routine maintenance of the artwork (cleaning schedules and minor repairs).
- Proposed site, if any.
- Feedback from abutters to the proposed site or stakeholders of the site, or effort shown to connect with and involve neighbors and stakeholders, including feedback and approvals from jurisdictional Boards or Commissions.
- How the art complies with the criteria listed in section B.

G. Will a plaque be allowed or required for public artworks?

Knowing who created an artwork and when can help provide the context needed to experience an artwork fully. Plaques help the public identify artworks and artists, and enable further explorations of artwork in our collection.

The PAT will work with Artists and proponents to plan for the inclusion of plaques and other educational and interpretive materials as part of the design proposal. Plaques should be incidental to the artwork and not a competing focus for the viewer. Logos, trademarks and symbols designed for recognition and advertising or endorsement are not allowed. Plaque information should include the following:

- Artist name
- Artwork title and year
- Brief interpretive text (optional)

H. Can I paint a mural?

Murals are public art works that are directly painted on walls or other existing surfaces and can be short-term or long-term commissions. For City-owned properties, the PAT will help the Artist determine which City department owns the site and obtain their permission to use it. All mural proposals will follow a modified review process, at the discretion of the PAT, to meet the guidelines of the City's Public Art Policy. The PAT will assist the applicant in the process.

Mural projects on private property require Artists to obtain approval from the landowner. The PAT should be notified about the project and may offer support. The PAT may be able to assist or offer guidance on

approvals from other City departments, like reviews by the Historic Commission for projects in historic districts, or street occupancy permits from DPS. Murals proposed for privately owned surfaces usually don't require City review, unless they fall within special overlay districts as identified in the City's Zoning ordinance. The PAT won't review or vote on these artworks.

Street murals are painted directly on a roadway. Because the wear and tear on these artworks is intense, they are usually not considered long-term projects, and should follow the procedures for short-term public art approvals. The applicant should work closely with DPS to review these projects.

I. Can I propose a memorial?

A memorial is a public expression designed to shape and honor a shared memory of a particular person, group, or event, and may be long- or short-term. The City of Newburyport has an expansive collection of public art memorials and is unable to accept most new long-term memorial design proposals unless they strongly align with the City's curatorial vision, in particular those that add to the diversity of the City's public art collection. Memorials must also meet these additional criteria:

- **Historical Significance to Newburyport:** The memorial subject must have a direct connection to the City of Newburyport.
- **Public Interest:** Proposals should be considerate of the broader community's interests and needs, particularly the community at the proposed project site.
- **Timing and Timelessness:** Proposed long-term memorials should retain significance and relevance in the future and be meaningful to future generations. The PAT requires a minimum of five years and recommends a minimum of ten years between an event or the passing of an individual and their commemoration to allow for sufficient historical perspective.
- **Subjects Not Previously Memorialized:** The memorial should not honor living individuals or duplicate any existing memorials. We inventory all public memorials and strongly recommend applicants review our Public Art Collections database prior to submitting a memorial proposal. We give preference to proposals that memorialize subjects not currently represented or subjects that are under-represented in the City's collection.
- **Appropriate Location:** The memorial should have a historical or thematic relationship with its proposed location. We prefer proposals for locations where memorials or other artworks do not already exist.
- **Longevity:** Applicants should consider the long-term impact of the memorial and its ability to withstand conditions such as weather or vandalism, as well as changing times and attitudes about its importance, impact on the community, and relevance to the Curatorial Vision.

Applicants can submit their memorial proposals to the PAT at least 3 months in advance of the requested installation date and follow the process for approval listed in C above. Memorial proposals must also include:

- Identification of the person, group, or event to be memorialized;
- A brief narrative explaining the importance of the person, group, or event and its direct, proven relationship to the City;
- A brief explanation of the visitor experience of the proposed memorial; and
- A rationale for the proposed memorial location.

APPENDIX B: APPLICATION

APPLICATION FOR PUBLIC ART

Name: _____

Address: _____

Phone: _____

Email: _____

Project Description, including title of artwork, materials and dimensions:

*please attach photos or drawings of the proposed artwork

Proposed project site:

Property-owning department:

Installation and/or deinstallation details, including equipment required, lighting
and sound plans (if pertinent):

Estimated cost and funding source:

Artist name:

*please attach resume and selected work samples

Maintenance plan:

Project schedule including installation date, programming and events if applicable,
and deinstallation date:

Insurance value:

*Please attach letters of support from community members or organizers, if available

Questions? Contact _____, at email _____@_____.com

Submit your application to:

City of Newburyport, Public Art Team

c/o _____

60 Pleasant St.

Newburyport, MA 01950

APPENDIX C: SAMPLE CALL TO ARTISTS

**THE CITY OF NEWBURYPORT ANNOUNCES
THE CLIPPER CITY RAIL TRAIL PHASE II
MURAL PROJECT**
in collaboration with the Newburyport Art Association

CALL FOR ARTIST PROPOSALS



Introduction

The City of Newburyport's Clipper City Rail Trail Phase II project offers an exciting opportunity for artists to contribute to the beautification of the trail corridor along a portion of the long fenced section between Harrison and Water Streets. The City of Newburyport, in collaboration with the Newburyport Art Association, invites artists and design professionals to submit proposals for this public art mural project. The murals will be permanently installed on the solid board fencing along this corridor. (Please see photographs of the site below.) The goals of the project include:

- Celebrating, improving, and enhancing the Trail corridor
- Bringing public art to people's everyday lives
- Contributing to the distinct identity of the area
- Responding to the physical, social, and historical characteristics of Newburyport
- Enlivening and activating the public space
- Celebrating the rich connection between the arts and the environment

Vision

The City of Newburyport envisions a number of distinct murals celebrating the distinct setting and City history. A range of themes and subject matter will be considered, including Newburyport's culture, maritime history, landscape and nature, although overtly political, sexual, and/or religious themes will not be appropriate for this setting. Works must be appropriate for general public viewing. The final number of murals installed will depend upon the submissions. The artists selected will work with the review committee to determine the best way to curate the submissions when installed together. An artist may be selected to create more than one panel if he or she can show that he or she can meet the stated time frame.

Site

The 500' section of the Clipper City Rail Trail Phase II corridor between Harrison and Water Streets is lined with 6' solid board white cedar fencing, some of which is raised even higher due to the mounded soil along the sides of the trail. The fence panels measure 6'x8' and have steel fence posts embedded in concrete footings. The mural panels will measure 4' x 6' and fit on the chosen fence panels between the posts.



Mural Panels

After selection of the artwork, high resolution digital files of the artwork will be digitally printed on 4'x6' low-profile ¼" Aluminum Composite Panels, laminated to protect them from ultraviolet radiation, framed with 1.5" metal trim molding, and mounted on the wood fence panels by the City of Newburyport. The City will also install plaques with the artist's name and mural title.

Anticipated Timeline (may vary)

March 23, 2017	Request for Proposals announced
Monday, May 1, 2017	Proposals due
Monday, May 22, 2017	Finalists notified
May 30-June 2, 2017	Selection Committee interviews Finalists
Week of June 19, 2017	Parks Commission public meeting & review
June 2017	Final selections (winners notified along with all finalists)
Friday, August 4, 2017	Digital files due for printing on panels
August 2017	Fabrication of mural panels
September 2017	City Hall exhibition of winning submissions
Week of October 2, 2017	Installation of murals
October 2017	Mural celebration ceremony

Eligibility

Artists and design professionals from the Greater Newburyport area are eligible to submit mural proposals. Newburyport Art Association members and non-members welcome to submit proposals. Must be 18 years or older. Artist teams are also eligible to apply. Please note that if an applicant does not have the capacity to provide a high resolution digital image with good lighting of his or her artwork, then the original art can be brought to the sign company and they can photograph it to provide the image.

Prize

In addition to publicity, the Prize for each winning mural panel is \$500 payable on delivery of a completed digital file (for reproduction on the ACM panel) satisfactory to the Committee by the delivery deadline set by the Committee.

Submission requirements

Digital proposal submissions must be received by the City's Planning Department no later than **4:00 p.m. Monday, May 1, 2017** by email at gvining@cityofnewburyport.com or submission of a labelled thumb drive to Geordie Vining at the Planning Office.

Digital proposal must include:

- an artist statement/letter of interest;

- up to 5 images of a mural design proposal (need not be final work, but a representation of the artist's vision);
- resume or curriculum vitae.

If artist is selected as a finalist, he or she will be required to have an interview with the selection committee. The selection committee, in consultation with the Mayor and the Parks Commission, will be comprised of: Geordie Vining, Senior Project Manager, Newburyport Planning Office; Lise Reid, Newburyport Parks Director; and Elena Bachrach, Executive Director, Newburyport Art Association.

Finalists are anticipated to be notified around Monday May 22, 2017, interviewed during the week after Memorial Day May 30th - June 2nd, and final selections made in June 2017.

Selection Criteria

The selection of artwork for the Clipper City Rail Trail Phase II mural project will be based on the following criteria:

Quality: Concept should draw from the vision of the City's mural project, tapping historical and cultural themes, with possible subcategories of maritime, cultural landscapes, bridges and railroads, and landscape and nature, etc.

Elements of Design: The Artist Selection Committee will review the conceptual proposals and determine those that are the most appropriate for the project.

Cooperation: The artist should have a demonstrated ability to work closely and cooperatively with the committee, volunteers, other artists, and the community.

Communication: The artist must have the ability to clearly communicate concepts visually and through clearly written materials as well as orally during the interview process.

Technical Feasibility: The artist must be able to demonstrate his or her technical ability to complete the mural project proposed.

APPENDIX D: SAMPLE COMMISSIONING AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 20____, by and between [name of city] (hereinafter the “City”), acting by and through the [appropriate department or council] with offices at _____, and [artist’s name or artist’s name d.b.a. business name] (hereinafter the “Artist”) with offices at _____.

WHEREAS, the City has implemented [name of art program] pursuant to [applicable local, state or federal laws, ordinances and/or regulations, and/or funding source] by allocating [amount or type of funding] for the establishment and display of artwork in public places; and

WHEREAS, authority lies with the City to make payments for the [acquisition, design execution, fabrication, transportation, and/or installation] of artworks, including payments for the support of an artist [selection process, design, execution and/or placement of Art]; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Artist was selected by the City through [commissioning method or selection procedure] adopted by the City to [design, execute, fabricate and/or install] the Artwork, as described in Exhibit 1 in a public space located at _____ (hereinafter the “Site”); and

WHEREAS, the Artist and City wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1 Scope of Services

1.1 Artist’s Obligations

- a. The Artist shall perform all services and furnish [all supplies, material and/or equipment (specify if not all)] as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist’s proposal shall be reviewed and approved by the City or Commission, other applicable city departments such as the Department of Public Services and, where appropriate, the project architect to ensure compliance with these objectives.
- c. The Artist shall prepare the design concept and the corresponding budget described in Section 1.3 of this Agreement. The design concept shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.
- d. Artist shall attend public information meetings with the general public, attend design and construction coordination meetings with City, general contractor, architect and other parties, as

appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.

- e. The Artist shall complete the fabrication of the Artwork by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement.
- f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation and maintenance of the Artwork at the Site.
- g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the City. If the Artist does not install the Artwork himself or herself, Artist shall supervise and approve the installation.
- h. Artist shall provide required insurance in amounts and limits specified in Article 6 and Exhibit 4.
- i. Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- j. Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.
- k. Artist shall provide photographic documentation of the Artwork.
- l. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

1.2 City's Obligations

- a. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- b. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform.
- c. The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.
- d. The City shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The City shall be responsible for [all expenses, labor and equipment (specify if not all)] to prepare the Site for the timely transportation and installation of the Artwork. The City shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing him or her of any delays.
- e. The City shall provide and install a plaque on or near the Artwork containing a credit to the Artist substantially in the following form: [Artist's name, date of publication].
- f. The City shall be responsible for leading the Artist through the required review process. The City shall be responsible for organizing and scheduling meetings with review entities, [listed here, for example, Public Art Team, boards, commissions, etc.] and for providing the Artist written instructions for the materials required at such meetings.

1.3 Design

- a. Concept/Schematic
 - i. The Artist submitted a design concept/schematic (the "Design") with an accompanying budget, pursuant to the City's Public Art Policy, which was (selected/approved) by the Public Art Team. The Design and Budget shall be attached to this Agreement as Exhibit 1 and Exhibit 2, respectively.
- b. Approval & Development Process

- i. The Artist followed the Approval and Development Process outlined in the City's Public Art Policy, obtaining required approvals in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, obtaining public input at public meetings and the ensuring the physical integrity of the Artwork or its installation at the Site.
- c. Design/Construction Documents
 - i. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the Site and any site preparations that may be required by the City including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary.
 - ii. If applicable, the Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings shall indicate any risks involved in the construction, integration and maintenance of the Artwork, as well as any third-party subcontractors needed to work on the project.
 - iii. Where appropriate, the Artist shall present such drawings to a qualified engineer, licensed by the state and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the City with such a certification.
 - iv. Where appropriate, the Artist shall present the Design to a qualified conservator, who will make recommendations on the maintenance of the Artwork, and the Artist shall provide a written copy of the conservator's recommendations to the City.

1.4 Budget, Payment Schedule, Construction Schedule and Progress Reports

- a. Budget
 - i. The Artist shall prepare a budget, which shall include all goods, services and materials, with such costs itemized. The Budget shall be attached to this Agreement as Exhibit 2.
 - ii. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
 - iii. The Artist shall keep a log of the Artist's project hours and shall retain all original receipts pertaining directly to the project.
 - iv. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained approval for such costs from the City.
- b. Schedule
 - i. The Artist shall notify the City of the tentative schedule for the fabrication and installation of the Artwork, including a schedule for the submission of progress reports and inspections, if any. The Schedule may be amended by written agreement.
 - ii. A schedule for the payment of budget installments is attached to this Agreement as Exhibit 3.

1.5 Fabrication Stage

- a. The Artist shall fabricate [and install] the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the Public Art Team.
- b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the City disapproves. If the

Artwork is being constructed on site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations. Prior to requesting authorization to transport and install the Artwork, the Artist shall be required to provide the City with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance prior to entering the site.

- c. The City shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
- d. If the City, upon review of the Artwork, determines that the Artwork does not conform to the Design or Revised Design, the City reserves the right to notify the Artist in writing of the deficiencies and that the City intends to withhold the next budget installment.
- e. The Artist will promptly cure the City's objections and will notify the City in writing of completion of the cure. The City shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the City's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the City within [_____] days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the City.
- f. The Artist shall notify the City in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site.
- g. The City shall inspect the Artwork within [_____] days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Artwork conforms with the Design and to give final approval of the Artwork. The City shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the City does withhold final approval, the City shall submit the reasons for such disapproval in writing within [_____] days of examining the fabricated Artwork. The Artist shall then have [_____] days from the date of the City's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the City. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.
- h. The City shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage fees incurred as a result of such delays are the responsibility of the City. The Artist shall be required to inspect the Site prior to the transportation and installation of the Artwork and shall notify the City of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction.

1.6 Changes to Design

- a. Prior to the execution of any change in the approved design, Artist shall present proposed changes in writing to the Public Art Team for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design.
- b. If the Public Art Team approves the changes, the City shall promptly notify the Artist in writing. The Artist will also make the required presentations to the approval bodies [List here].
- c. If the Public Art Team disapproves of the changes, the City shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.
- d. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or

time required for, performance of any services under this Agreement as a result of revisions made to the Design under Section 1.6(a). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within _____ days after the date of the revision by the Artist.

1.7 Installation

- a. Upon the City's final approval of the fabricated Artwork, as being in conformity with the Design, the Artist shall deliver [and install] the completed Artwork to the Site in accordance with the schedule provided for in Section 1.4(b). Transportation fees shall be paid by the [___ indicate City or Artist].
- b. The Artist will coordinate closely with the City to ascertain that the Site is prepared to receive the Artwork. Artist must notify City of any adverse conditions at the Site that would effect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the City to ensure timely coordination with the City's construction team. Artist may not install the Artwork until authorized to do so by the City.
- c. The Artist shall be present to supervise the installation of the Artwork.
- d. Upon written acceptance of the installation, the Artwork shall be deemed to be in the custody of the City for purposes of Article 4 and Article 6 of this Agreement.
- e. Within 30 days after installation of the Artwork, the Artist shall furnish the City with five (5) high-resolution digital files in JPG format the of the Artwork as installed. The photographs must be labeled with the name of the Artwork and the date upon which the photograph was taken. The Artist shall also furnish the City with a full written narrative description of the Artwork.
- f. Prior to the installation of the Artwork, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The City is responsible for the proper care and maintenance of the Artwork.

1.8 Approval and Acceptance

- a. The Artist shall notify the City in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.
- b. The City shall promptly notify the Artist of its final acceptance of the Artwork within ____ days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Design, and that the City confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment.
- c. If the City disputes that all the services have been performed, the City shall notify the Artist in writing of those services the Artist has failed to perform within _____ days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the City.
- d. If the Artist disputes the City's determination that not all services have been performed, the Artist shall submit reasons in writing to the City within _____ days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain

with the City.

- e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the City shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).
- f. After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the City and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.
- i. During such public presentations by the Artist, the Artist shall acknowledge the City's role in funding the Artwork.
- ii. The City shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 2 Taxes

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion. The City shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

Article 3 Term of Agreement

a. Duration

This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the City under Section 1.8(b), or submission of final payment to the Artist by the City under Exhibit 3, whichever is later. Extension of time of performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule under section 1.4(b)(i) (which is attached as Exhibit ____).

b. Force Majeure

The City shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4 Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The City shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the City or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

Article 5 Artist's Representations and Warranties

5.1 Warranties of Title

The Artist represents and warrants that:

- a) the Artwork is solely the result of the artistic effort of the Artist;
- b) except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c) the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d) the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e) the Artwork is free and clear of any liens from any source whatsoever;
- f) all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- g) the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- h) all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence;
- i) these representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition

- a. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for [one] year after the date of final acceptance by the City under Section 1.8(b).
- b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).
- d. If within [one] year the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.
- e. If after [one] year the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.
- f. If within [one] year the City observes a breach of warranty described in this Section 5.2 that is not curable by the Artist, the Artist is responsible for reimbursing the City for damages, expenses and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Section 5.2 of this Agreement.

- g. Acceptable Standard of Display. Artist represents and warrants that:
 - i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
 - ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
 - iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
 - iv. Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the City.

The foregoing warranties are conditional, and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

Article 6 Insurance

6.1 General

- a. The Artist acknowledges that until final acceptance of the Artwork by the City under Section 1.8(b), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.
- b. Terms for the procurement and duration of insurance are provided in Exhibit 4.
- c. Required insurance policies are described in Exhibit 4.

6.2 Indemnity

Artist shall indemnify, protect, defend and hold harmless the City and its subdivisions, officials, employees and agents (each a "Covered Person") from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) ("collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist; or (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that its obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist.

Article 7 Ownership and Intellectual Property Rights

7.1 Title

Title to the Artwork shall pass to the City upon the City's written final acceptance and payment for the Artwork pursuant to Section 1 and Exhibit 5. Artist shall provide the City with a Transfer of Title in substantially the form attached hereto as Exhibit 5.

7.2 Ownership of Documents

One set of presentation materials prepared and submitted under this Agreement shall be retained by the City for possible exhibition and to hold for permanent safekeeping.

7.3 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.

7.4 Reproduction Rights

- a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate [three]-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
- b. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.
- c. All reproductions by the City shall contain a credit to the Artist in substantially the following form: [Artist's name, date of publication].
- d. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the City in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City."
- e. The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.
- f. If the City wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
- g. Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

Article 8 Artist's Rights

8.1 General

- a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
- b. The City agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.
- c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within [_____] days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

8.2 Alterations of Site or Removal of Artwork

- a. The City shall notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The City shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City shall make a reasonable effort to maintain the integrity of the Artwork.
- b. The City agrees not to arbitrarily remove or relocate the Artwork without first making a good faith effort to contact the Artist. The Artist shall not unreasonably withhold approval of removal or relocation of the Artwork. Should the Artist agree to such removal or relocation, the Artist shall provide the City with written handling instructions. In the event that the Artist is deceased or unable to otherwise give the Artist's consent, the current owner of the copyright of the Artwork shall not unreasonably withhold permission, keeping in mind the intentions of the Artist at the time of commission and fabrication.

Article 9 Permanent Record

The City shall maintain on permanent file a record of this agreement and of the location and disposition of the Artwork.

Article 10 Artist as an Independent Contractor

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the City with the power to bind in any manner. The Artist shall provide the City with the Artist's Tax Identification Number and any proof of such number as requested by the City.

Article 11 Nondiscrimination

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

Article 12 Assignment of Artwork

The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

Article 13 Termination

- a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than [_____] days prior to the effective date of termination.
- b. The City may terminate this Agreement without cause upon [_____] days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3 of this Agreement.
- c. If either Party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have [_____] days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.
- d. If the Artist defaults [for cause other than death or incapacitation], the Artist shall return to the City all funds provided by the City in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The City shall retain the right to have the Artwork completed, fabricated, executed, delivered and installed. However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.
- e. If the City defaults, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3. The Artist shall retain possession and title to the [studies, drawings, designs, maquettes and models] already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.
- f. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

Article 14 Death or Incapacity

If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Article 13. However, nothing in this Article shall obligate the City to accept the Artwork.

- a. In the event of incapacity, the Artist shall assign the Artist's obligations and services under this contract to another artist provided that the City, in the City's sole discretion, approves of the new artist.

Alternatively, the City may elect to terminate this Agreement. The Artist shall retain all rights under Article 7 and Article 8. The Artwork and any reproductions thereof shall contain a credit to the Artist in substantially the following form: [Artist's name, date of publication].

b. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain all rights under Article 6 and Article 7. The Artist's executor shall deliver to the City the Artwork in whatever form or degree of completion it may be at the time. Title to the Artwork shall then transfer to the City. However, the Artwork shall not be represented to be the completed Artwork of the Artist unless the City is otherwise directed by the Artist's estate.

Article 15 Notices and Documents

Notices required under this Agreement shall be delivered personally or through the [registered or certified mail, return receipt requested] mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the City:	City of Newburyport 60 Pleasant St. Newburyport, MA 01950
---------------	-----------------------------------------------------------------

For the Artist:	[Artist] [mailing address] [City, State, Zip]
-----------------	-----------------------------------------------------

Notice shall be deemed effective on the date personally delivered or, if mailed, [three (3) days] after the postmarked date.

Article 16 Waiver

The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

Article 17 Audit

The City shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist agrees to the maintenance of such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by [the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers]. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Access to such records and documents shall also be granted to any Party authorized by the Artist, the Artist's representatives, or the Artist's successors-in-interest. The City will comply with any open records law applicable to these records.

Article 18 Conflict of Interest

The Artist and the City shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19 Arbitration

If, during the creation of the Artwork, its installation and subsequent existence, either Party breaches this Agreement, each Party agrees to submit to arbitration upon the request of the other provided that the breach is not cured within a reasonable time under paragraph (c) of Article 13.

If an ambiguity arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to the completion of a provision, the Parties shall submit to [arbitration] [mediation].

Each Party agrees to be responsible for its own attorney’s fees except as otherwise provided by statute.

Article 20 Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 21 Conflicts of Law

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Massachusetts, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 22 Choice of Law

This contract shall be governed by the laws of the State of Massachusetts both as to interpretation and performance.

Article 23 Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

For City:

Name

Title

Date

For Artist:

Name

Title

Date

Exhibit 1 Description of the Artwork

[This exhibit should provide a detailed narrative describing the proposed artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork.]

Exhibit 2 Artwork Budget

[The estimated budget for the proposed artwork should be inserted here. The following sample budget worksheet is a guide to some of the costs the budget might include.]

SAMPLE BUDGET WORKSHEET

The following sample budget worksheet is intended to assist artists in planning and developing an estimated budget for public art projects. The following worksheet is intended as a guide only and is not necessarily inclusive of all costs which may be incurred when undertaking a public art project. Not all costs listed will pertain to every project. A contingency of ten percent (10%) of the project total is highly encouraged to cover unexpected costs. The artist's fee is generally 15%–20% of the total project budget for design and fabrication projects. This fee may vary based on the actual work undertaken by the artist and according to the experience and reputation of the artist.

The fee is generally intended to cover the creative work of the artist in developing the project concept. The fee is separate from and does not cover the artist's labor if the artist is responsible for fabrication of the project. Eligible project costs may vary from program to program.

ARTIST FEE (suggested 15%–20% of total project budget)

FINAL DESIGN DEVELOPMENT

Includes final proposal, engineering and/or architectural documents, budget and schedule. Hourly fee for design
Engineering

TRAVEL

Airfare, Car Rental, Per Diem

INSURANCE

(not all insurance is required for each project)

Artwork, Inland Marine, General Liability

Workers' Compensation

Automobile/Hired Vehicle

PROFESSIONAL CONSULTANT FEES

Architect, Structural Engineer, Electrical Engineer, Conservator, Other

(Consultants must be licensed in the State of Massachusetts)

ADMINISTRATIVE EXPENSES

Shop Drawings and Contract Documents, Studio Costs

Supplies, Project Documentation

MATERIALS AND SUPPLIES

(itemize all anticipated aspects and components with per unit and total cost estimates)

FABRICATION COSTS

(include and itemize all portions of subcontracted work and work to be completed by artist)

SITE PREPARATION

(do not include costs covered by the City or others)

TRANSPORTATION

Materials and finished work to the site Storage

Other

INSTALLATION COSTS

Labor

Equipment (crane, scaffolding, or other) Base or Mounting Devices and Components Traffic Barricades/Control

Off-duty police

Landscaping, Site Restoration

Electrical modifications

ADDITIONAL LIGHTING

Design Fixtures Bulbs

Site Preparation, Installation

PERMITS AND TAXES

Sales Tax, Use Tax

Permits

OTHER COSTS CONTINGENCY

(suggested 10% of project total)

TOTAL

Exhibit 3 Payment Schedule

Payment Schedule

The City shall pay the Artist a fixed fee of \$_____, which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

- a. _____ upon the execution of this Agreement, recognizing that the Artist will invest time and expense in preparing the Design as set forth under Section 1.3;
- [b. _____ upon submission of the Design as set forth under Section 1.3;]
- [c. _____ upon the City's notification to the Artist of its approval of the Design as set forth under Section 1.3;]
- d. _____ within _____ days after the Artist notifies the City that the Artwork is fabricated and ready for delivery and installation at the Site as set forth under Section 1.5(f);
- [e. _____ within _____ days after the Artist provides the City with photographic documentation and written instructions for the maintenance and preservation of the Artwork as set forth under Section 1.7(e) and (f).]
- f. _____ upon [or within _____ days after] final acceptance of the Artwork by the City as set forth under Section 1.8(e).

Exhibit 4 Insurance

Insurance – General

- a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit 4 with insurance companies authorized to do business in Massachusetts. The required insurance shall cover the Artist's employees, agents, contractors or subcontractors. The City, its officials, employees, agents and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
- b. The duration of the general liability insurance described in Exhibit 4 shall extend for ____ years after the termination of this Agreement.
- c. The Artist and the Artist's subcontractors' insurance coverage shall be the primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the Artist's or the Artist's subcontractors' insurance and shall not contribute with the Artist's or the Artist's subcontractors' insurance. The coverage shall state that the Artist's or the Artist's subcontractors insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Prior to undertaking any Artwork under this Agreement, the Artist, at no expense to the City, shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in Exhibit 4. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist has obtained insurance in the type, amount, and classification as specified in Exhibit 4 and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after [30] days prior written notice to the City. Each certificate shall indicate that the subcontractors are additional insureds or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
- e. Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of \$[_____].
- f. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
- g. Failure of the Artist to comply with any of the terms of this Article 6 shall be considered a material breach of this Agreement and cause for its immediate termination.

Insurance Policies

- a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:
- i) premises / operations liability
 - ii) products / completed operations
 - iii) personal / advertising injury
 - iv) contractual liability
 - [v) broad-form property damage]
 - [vi) independent contractor's liability]
- Said policy must provide the following minimum coverage:
- i) \$[1,000,000] combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii) \$[1,000,000] annual aggregate
- b. Automobile liability insurance policy, including coverage for owned, non-owned, leased or hired vehicles, providing the following minimum coverage:
- i) bodily injury liability of \$[50,000] for each person,
 - ii) \$[300,000] per occurrence,
 - iii) property damage liability of \$[25,000] for each occurrence.
- The Artist agrees to keep in good standing a valid driver's license at all times, where appropriate, during the term of this Agreement.
- [c. Transportation/Cartage insurance all-risk. Coverage must include loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of loading under Exhibit 3.]
- [d. All Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of the beginning of installation of the Artwork under Exhibit 3.]
- [e. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of _____ providing coverage for any and all employees of Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$[100,000]. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself or herself for Worker's Compensation, the Artist shall sign the following statement:

["I, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above require Worker's Compensation coverage."]

(Artist's signature)

(Print Artist's name)

Exhibit 5Transfer of TitleSTATE OF MassachusettsCOUNTY OF Essex

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the City of Newburyport, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement of _____ and as described therein.

Title: _____.

Location: _____.

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the ____ day of ____, 20__.

WITNESS_____
ARTIST_____
ADDRESS

Sworn to and subscribed
before me this ____ day
of _____, 20__.

SOC. SEC. NO. _____

NOTARY PUBLIC

My Commission Expires: _____

(NOTARY SEAL)

APPENDIX E: SAMPLE DONATION AGREEMENT

City of Newburyport [Sculpture] Donation Agreement

Agreement made this _____ day of _____, 20__ by and among the City of Newburyport and _____ (the “Donor”) whose address is _____.

Whereas the Donor intends to donate a [sculpture] by the Artist _____ entitled “_____” (hereinafter the “Artwork”, a photograph of which is attached hereto as Exhibit A) as part of the permanent collection of public art to be owned by the City of Newburyport and displayed in [City Park] or at another location in accordance with the provisions of this Agreement as specified below in “Display of Artwork,” and the City of Newburyport has agreed to accept this gift;

Now therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Care and Maintenance of the Artwork:** The City of Newburyport shall provide for the care and maintenance of the Artwork as necessary.
2. **Insurance:** The City of Newburyport agrees to insure the Artwork with an insurance value of \$_____ based on documentation provided by the Donor.
3. **Display of Artwork:** The City of Newburyport agrees to display the sculpture in a public location at _____. In the future, if in the sole judgement of the City, the Artwork requires relocation, the City shall notify the Donor of its intention to move the Artwork. The Artwork may not be sold.
4. **Plaque/Sign:** The City shall arrange for a permanent plaque regarding the Artwork to be displayed with the Artwork wherever the Artwork may be located.
5. **Indemnification:** The City of Newburyport shall indemnify and hold harmless the Donor and the Artist from and against any loss, cost, damage, expense and/or claim for personal injury or other injury arising from exhibition of the Artwork in the City of Newburyport, including, without limitation, costs of defense and reasonable attorneys’ fees. The parties hereto acknowledge that G.L. c.21, Section 17C protects a property owner, manager, or agent from liability for negligence where the public is permitted to use the land for recreational or educational purposes without paying a fee.

6. **Theft, Damage or Destruction of the Artwork:** In the event the Artwork is stolen, lost, vandalized, damaged or destroyed, the City shall attempt to use available insurance payments to repair or replace the Artwork with a work of art of comparable stature and value.
7. **Publicity and Public Information:** Any online or promotional material about the Artwork should include a reference to the Donor as follows: “_____’s [sculpture] _____ was permanently gifted to the City of Newburyport in _____ by the generous donation of _____.”
8. **Photographs and other Media or Reproductions.** The City may use photographs, video or film and written information of and about the Artwork. The Artwork cannot be sold in any digital, printed or online form without written permission from and compensation to the Artist.
9. **Claims, Disputes and Controversies:** The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties submit to the jurisdiction of the courts of the Commonwealth of Massachusetts, specifically the Superior Court of Essex County, Massachusetts for all matters arising under this Agreement, and by their signatures, the parties agree to specifically exclude all other jurisdictions and venues as a choice of forum for all disputes connected to or arising from this Agreement and relationship. All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. All mediation shall be held in Essex County, Massachusetts and the parties agree to specifically exclude all other jurisdictions and venues as a choice of forum for all disputes connected to or arising from this Agreement and relationship. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but, if any such provision is held to be prohibited or invalid, such provision will be ineffective only to the extent of such prohibition invalidity, without invalidating the remainder of the Agreement. This agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, promises or warranties other than as set forth herein. All additional promises or warranties must be agreed to by the parties and attached in writing to this Agreement.

Donor(s)

Signature(s) _____

Name(s) (type or print) _____

Date _____

Address _____

Telephone _____

Email _____

Artist

Signature _____

Name (print or type) _____

Date _____

Public Art Team

Chair signature _____

Name (print or type) _____

Date _____

City of Newburyport

Mayor's signature _____

Name (print or type) _____

Date _____

Committee Items – November 13, 2023

General Government

In Committee:

- ODNC00146_03_13_2023 Amend Ch 2-34 Responsibilities of Committee on Community Services
- COMM00506_09_26_2023 Memo Brown School EOIs (COTW)

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

March 13, 2023

AN AMENDMENT TO AN ORDINANCE DEFINING RESPONSIBILITIES THERETO
PURUSANT TO VARIOUS SECTIONS OF CHAPTER 2 ADMINISTRATION OF THE
MUNICIPAL CODE

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

Chapter 2	Administration
Article II	City Council
Section 2-34	Responsibilities of community service

***Amend Section 2-34 by deleting a clause, as follows, with deletions ~~double stricken through~~,
and additions double-underlined:***

Sec. 2-34. - Responsibilities of community services.

The committee on Community Services shall be concerned with all the activities: regarding youth services, the public library, the veterans agent, the heath department, the animal control officer, the parks commission ~~and department~~, the council on aging, the commission on disabilities, and the sustainability department. Additionally, the committee will provide oversight to the interactions related to the fundraising arms of the above departments.

Councillor Heather L. Shand

In City Council March 13, 2023:

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



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

MEMORANDUM

TO: Newburyport City Council

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

CC: Sean R. Reardon, Mayor
Andrew Levine, Chief of Staff

RE: Brown School Request for Expressions of Interest (RFI) & Expressions of Interest (EOIs) Received

DATE: September 18, 2023

Background & Summary of Expressions of Interest (EOIs) Received

As you know, the Council finalized an outline and substantive parameters for issuance of a Request for Expressions of Interest (RFI) earlier this year, which was focused on Adaptive Reuse of the [former] Newburyport Brown School. As requested, a formal RFI based thereon was subsequently finalized, posted, advertised and distributed by the Office of Planning & Development. On September 8, 2023 the City received four (4) responses to the RFI in the form of Expressions of Interest (EOIs). We have posted both the initial RFI and the EOIs on the City website [here](https://www.cityofnewburyport.com/planning-development/brown-school-adaptive-reuse-rfi-and-expressions-of-interest) for convenient viewing by members of the Council and general public. Earlier documents, studies and reports related to the Brown School remain posted in a cross-referenced archive page.

<https://www.cityofnewburyport.com/planning-development/brown-school-adaptive-reuse-rfi-and-expressions-of-interest>

Following is a brief summary of the adaptive reuse programs included within the four (4) EOIs received. We anticipate that the Council will receive this communication and the related EOIs for referral to Committee in the coming days for consideration and discussion. Since the EOIs may generate further questions for the respondents, it would be helpful to compile a list of any such questions so that they can be routed to the respondents for any desired follow-up. The RFI also contemplates potential in-person meetings/interviews with the respondents, pending a review of the written submittals. As you know, the RFI here is not as involved as the process or documentation required for a full Request for Proposals (RFP), and was intended to obtain further insight from outside adaptive reuse “partners” as to what would be feasible, prior to the issuance of a formal RFP with terms for a more definitive disposition. The Council’s RFI includes specific Redevelopment Goals for the property, and each individual EOI may be more or less “responsive” to these goals, which may necessitate further discussion, revision and/or prioritization in order to establish terms for an RFP.

Expression of Interest (EOI) – Atlantis Investments:

Concept 1: 30 studio/one bedroom single-resident occupancy units for residents with developmental disabilities; gym and locker rooms to be demolished – future use of this area TBD.

Expression of Interest (EOI) – Dillon Edward Thompson / BioFex Laboratories Inc.

Concept 1: “technology hub,” specialized research laboratories; gym retained as “innovative facility” to showcase technologies.

Expression of Interest (EOI) – Parent & Diamond LLC & Urban Spaces, LLC

Concept 1: over-62 affordable housing units, with gym retained, but with project timeline/financing/feasibility still unclear.

Concept 2: 32 over-62 affordable housing units within main school building for those making 30-80% of the area median income; demolition of gym to allow for construction of a “contextually compatible” building with an additional 32 units, 3 of which would be affordable, and 29 of which would be market-rate units to subsidize the creation of affordable units within the overall project.

Expression of Interest (EOI) – YWCA Greater Newburyport

Concept 1: 29 senior housing units within main school building for those making 30-60% of the area median income; City separately retains existing gym space.

Concept 2: 44 senior housing units within main school building and a new building addition; with demolition of existing gym space)

Advertisement/Outreach & Those Requesting A Copy of the RFI

Councilors also requested a listing of those requesting/receiving a copy of the RFI. These listings are attached hereto for your reference. The first list indicates those who directly expressed interest in the RFI by visiting our website and downloading a copy. The second list includes those entities which received direct notice of the RFI’s availability. This listing includes: (a) those entities or individuals who previously expressed interest in the Brown School (*via an earlier 2017 RFP*); and (b) entities or individuals recommended by either members of the Newburyport Affordable Housing Trust (AHT) or facilitator Christine Madore of the Massachusetts Housing Partnership (MHP), based on prior experience with similar affordable housing and/or adaptive reuse projects. Although the RFI is not a true RFP solicitation requiring advertisement under state procurement regulations, we did utilize the same process and platforms to ensure the widest possible dissemination of the RFI’s availability. This includes advertisement in the local paper (Daily News), posting on the Commonwealth’s “COMMBUYS” website, and posting on the Commonwealth’s “Central Register.”

Mayor’s Comment

I want to thank the Council for facilitating this RFI process, and the Planning Department for developing this RFI and for the Planning Department for facilitating the process and then reviewing the documents we received. Overall, this process was meant to give us more information about what may be possible at the site and what creative ideas developers may have. It should not be viewed as a comprehensive or conclusive statement about what the site can or cannot support, and should only be seen as more information at this moment in time. I

appreciate all who took time to send in responses, and look forward to continuing to work with these individuals as we move on to next steps.

There are a few particular takeaways from me from this process, which I will summarize below.

- 1. The 20-unit limit in the current zoning may be a challenge if we intend to build anything other than market rate units.
 - a. All of the responsive proposals recommended unit counts above 20, with a minimum of 29 and a maximum of 62. I do not believe the site supports come of the counts that were brought forward in these development proposals, nor do I believe they would be welcomed by the surrounding community. Still, to allow us to reach a proposal that would meet the stated goals and the needs of the community, it may be best to entertain proposals that are above 20 units. I believe something in the range of 20-30 units should be considered, and would recommend this range in an RFP document.**
- 2. A mix of affordable and market rate units may open up additional possibilities for the site.
 - a. The YWCA returned a proposal that I believe is the closest to meeting the stated goals of the Council Ad Hoc and the goals that I have laid out for development of this site. They articulated two visions, one with 29 units and one with 45. The 29-unit proposal also aimed to preserve the gym. This proposal would provide new affordable housing for the community all while staying closest to the unit count that current zoning would allow for and looking for a pathway to keeping the gym on site. Still, the proposal was dubious of the feasibility of this proposal because of the reliance on affordable housing tax credits and the number of units needed to make a project like this work financially. The Parent & Diamond proposal showed a path toward meeting additional project goals if market rate housing is also included in the mix. This could be considered to arrive at a number of units that is more in line with the current zoning and a potential community use for the gym space.**
- 3. There may still be a path forward to using the current gym space for a community gym in the future.
 - a. This has mostly been addressed by the points above, but the proposals did consider the gym's potential reuse and outlined options. We plan to move forward with a process that would prioritize proposals that can find a way to keep the gym. This may require investment from the City or grant funds in order to carry out, and we will need to continue this conversation together to find the best path forward. There are some details that will need to be provided to potential bidders in the future that impact their proposed designs, and we will need to be clear about what we want this space to look like.**

Given all this, I am planning to direct the Office of Planning and Development to draft and release a Request for Proposals that will have much of the same structure of the RFI that was released. We will plan to ask for proposals to prioritize preservation of the gym and to include as many affordable units as possible with a unit count that does not exceed 30. While any vote to approve disposition of the property will need to be approved by Council, the RFP itself can originate with the Mayor's Office, and we will plan to do that now.

Brown School Request for Expressions of Interest (RFI) - Requests / Downloads

First Name	Last Name	Email	Business Name	Business Phone	Address Line 1	Address Line 2	City	State / Province	Zip Code
Ethan	Manning	emanning@cityofnewburyport.com		9784654404	60 Pleasant St		Newburyport	Massachusetts	1950
John	Falcone	cavenvirobid@gmail.com	Envirobidnet an Entram Corp	888-888-0900	24123 Peachland Blvd	C-4 310	Port Charlotte	Florida	33954
Andrew	Port	aport@cityofnewburyport.com	City of Newburyport	9784654400	Office of Planning & Development	City of Newburyport	Newburyport	Massachusetts	1950
Stephanie	Niketic	niketic@airkiosk.com							
John	Pear	johnpear@comcast.net	Pear + Partners	978.872.5312	50 Milk Street		Newburyport	Massachusetts	1950
Richard	Lodge	richardklodge@gmail.com			15 Hancock St.		Newburyport	Massachusetts	1950
Peter	Carzasty	pcarzasty@geahltd.com	Arts & Business Council of Greater Boson	617.350.7600	15 Channel Street Unit 103		Boston	Massachusetts	2210
sivakumar	N	techzone@visualinfomedia.com	visualinfomedia	3474 801 475	5C1 VCS Nagar 1st Street, GN mills	5C1 VCS Nagar 1st Street, GN mills	5C1 VCS Nagar 1st Street, GN mills		coimbatore
Kurt	Pitzer	gbs@bidnet.com							
Jennifer	Krein	jkrein@jcj.com	JCJ Architecture	18609167405	120 Huyshope Avenue		Hartford	Connecticut	6106
Kurt	Pitzer	gbs@bidnet.com							
Tara	Mizrahi	tmizrahi@affirmativeinvestments.com	Affirmative Investments	6173674300	33 Union Street	2nd Floor	Boston	Massachusetts	2108
John	DiBella	jdibella@civicodevelopment.com	Civico Development						
Mathieu	Zahler	mzahler@mpzdevelopment.com	MPZ Development LLC	617-645-3534	499 Adams Street #527		Milton	Massachusetts	2186
Diane	Horton	diane@tisedesign.com	Tise Design Associates	4013454302	128 Westland Ave		NEWTON	Massachusetts	2465
Jonathan	Cody	jcody@atlantis-invest.com	Atlantis Investmrnts, LLC	9787670081	P.O. Box 31		Haverhill	Massachusetts	1831
Janay	Hull	jhull@pennrose.com	Pennrose		50 Milk Street	Floor 16	Boston	Massachusetts	2110
Laura	Shufelt	lshufelt@mhp.net	MHP	857 317-8582	160 Federal St		Boston	Massachusetts	2110
Dillon	Thompson	dethompson423@gmail.com	BioFex Laboratory Inc	9782709146	25 Temple Street	Apt.510	Newburyport	Massachusetts	1950
Julie	Creamer	jcreamer@poah.org		6179221132	2 Oliver Street, suite 500		Boston	Massachusetts	2109
JONathan	Cody	jcody@atlantis-invest.com	atlantis investments, LLC	9787670081	P.O. Box 31		Haverhill	Massachusetts	1831
Benjamin	Phillips	bphillips@beaconcommunitiesllc.com							
Mary	Miller	bids@pwxpress.com	PWXPress	4086768941	1900 Coffeeport Rd		Jacksonville	Florida	32208
Kenan	Bigby	bigbyk@trinityfinancial.com	Trinity Financial, Inc.	6177208400	75 Federal Street	4th floor	Boston	Massachusetts	2110
Jean	Costello	EarnestCitizen1776@gmail.com							
Elena	Russo	elena@ldrusso.com	L.D. Russo, Inc.	198 Ayer Rd			Harvard	Massachusetts	1451
Alexys	Parsons	alexys.parsons@nv5.com	NV5, Inc.	19785006327	Massachusetts	200 Brickstone Square	Andover	Massachusetts	1810
Christina	LoBiondo	christina@marblefairbanks.com	Marble Fairbanks	2122330653	27 W 20th Street	1001	New York	New York	10011
Source	management	sourcemanagement@deltek.com							
jennifer	attenborough	jatten1016@aol.com							
Judy	Avery	jujya@msn.com							
John	Pear	johnpear@comcast.net	Pear + Partners	9788725312	50 Milk Street		Newburyport	Massachusetts	1950
MERRILL	DIAMOND	MDIAMOND@PARENTDIAMOND.COM	PARENT + DIAMOND, LLC	617-512-1027	MERRILL H. DIAMOND	90 MARION STREET, SUITE ONE	BROOKLINE	Massachusetts	2446
Katie	Gething	kething@dhkinc.com	DHK Architects		54 Canal Street, Suite 200		Boston	Massachusetts	2114
Richard	Relich	rich@archcommunities.com							
Mary	Miller	bids@pwxpress.com	PWXPress	4086768941	1900 Coffeeport Rd		Jacksonville	Florida	32208
David	Pyne	David@Lobissercompanies.com							
Tom	Watkins	twatkins@cityofnewburyport.com							
David	Webster	davidwebsternbpt@gmail.com							
Suzanne	Decavele	sdecavele@thecalebgroup.org	The Caleb Grou[270 Broadway		Lynn	Massachusetts	1904
MERRILL	DIAMOND	MDIAMOND@PARENTDIAMOND.COM	PARENT + DIAMOND, LLC	617-512-1027 (MHD)	90 MARION STREET	SUITE 1	BROOKLINE	Massachusetts	2446
Bruce	Vogel	bvogel@cityofnewburyport.com							
David	Webster	David@bbhousing.org		9782708594					
Christine	Larkin	cel@deangelisiron.com	DeAngelis Iron Work, Inc.	5082384310	PO Box 350 305 Depot Street	Depot	South Easton	Massachusetts	2375
Phil	Giffee	pgiffee@noahcdc.org	NOAH	6174188240	143 Border St.		East Boston	Massachusetts	2128
Christine	Madore	cmadore@mhp.net	Massachusetts Housing Partnership	8573178538	160 Federal St		Boston	Massachusetts	2111
Isaac	Smith	ismith@bergmeyer.com	Bergmeyer	6175421025	51 Sleeper St	6th Floor	Boston	Massachusetts	2210
John	Feehan	jfeehan@ywcanewburyport.org	YWCA Greater Newburyport	978-465-9922	13 Market Street		Newburyport	Massachusetts	1950
Nat	Coughlin	nat@ldrusso.com	L.D. Russo, Inc.	9784563500	198 Ayer Rd.		Harvard	Massachusetts	1451
Jonathan	Lashley	jlashley@iconarch.com							
Jonathan	Cody	jcody@atlantis-invest.com	Atlantis Investments, LLC	9787670081	P.O. Box 31		Haverhill	Massachusetts	1831
John	Feehan	jfeehan@ywcanewburyport.org	YWCA Greater Newburyport						
JONathan	Cody	jcody@atlantis-invest.com	Atlantis Investments, LLC	9787670081					
MERRILL	DIAMOND	MDIAMOND@PARENTDIAMOND.COM	PARENT + DIAMOND, LLC	617-512-1027	90 MARION STREET	SUITE 1	BROOKLINE	Massachusetts	2446
David	Webster	David@bbhousing.org		9782708594					
David	Webster	David@bbhousing.org	B'nai B'rith Housing	9782708594	34 Washington St.		Brighton	Massachusetts	2135

Brown School Request for Expressions of Interest (RFI) - Direct Outreach Listing from AHT & MHP

(Provided by: Newburyport Affordable Housing Trust & Massachusetts Housing Partnership)

Contact	Company	Email
Merrill H. Diamond	Diamond Sinacori, LLC	mdiamond@diamondsinacori.com
Matthew Crape	Stoneridge Development	mcrape@stnrdev.com
John Feehan	YWCA	jfeehan@ywcaneburyport.org
Andrew DeFranza	Harborlight Homes	adefranza@harborlightcp.org
Mickey Northcutt	North Shore CDC	Info@northshorecdc.org
Susan Gittelman	B'nai B'rith Housing	susan@bbhousing.org
Nat Coughlin	LD Russo	nat@ldrusso.com
Kenan Bigby	Trinity Financial	kbigby@trinityfinancial.com
Rachana Crowley	The Community Builders	rcrowley@tcbinc.org
Aaron Gornstein	Preservation of Affordable Housing (POAH)	agornstein@poah.org
Julie Creamer	Preservation of Affordable Housing (POAH)	jcreamer@poah.org
Yun-Ju Choi	Coalition for a Better Acre (CBA)	yun-ju.choi@cbacre.org
Adam Stein	WinnDevelopment / WinnResidential	astein@winnc.com
Debbie Nutter	The Caleb Group	dnutter@thecalebgroup.org
Andy Waxman	TCB	andy.waxman@tcbinc.org
Charlie Adams	Pennrose LLC	cadams@pennrose.com
David Pyne	Civico Development	dpyne@civicdevelopment.com
Tara Mizrahi	Affirmative Investments Inc.	tmizrahi@affirmativeinvestments.com
Sai Boddupalli	Builders of Color	sai@buildersofcolor.com
Jason Korb	Capstone Communities	jkorb@capstonecommunities.com
Alicia Pollard	HallKeen	apollard@hallkeen.com
Benjamin Phillips	Beacon Communities	bphillips@BeaconCommunitiesLLC.com
Stephen Wilson	Stratford Capital Group	spw@stratfordcapitalgroup.com
Mathieu Zahler	MPZ Development	mzahler@mpzdevelopment.com
Andy Do	Retirement Housing Foundation	Andy.Do@rhf.org
Jim Venincasa	Elite Home Builders LLC	jimcasa@icloud.com
Richard Relich	Arch Communities LLC	rich@archcommunities.com
Philip Giffie	NOAH	philipgiffie@noahcdc.org

Committee Items – November 13, 2023

Licenses & Permits

In Committee:

- APPL00165_10_30_2023 Non-Profit Pop-Up Park 12/2, 12/3, 12/16, 12/17 10am-4pm
- APPL00164_10_30_2023 Movable sign application Cookie Jar Kitchen at Winter St. & Washington St.
- COMM00510_10_30_2023 Shanties request for an extension in pop-up park
- COMM00512_10_30_2023 Newburyport Horticultural Society fundraising table in Market Sq.
12/9 and 12/10 10am-1pm

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

CITY CLERK'S OFFICE
NEWBURYPORT, MA

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

- NAME OF EVENT: NON-Profit Pop-up Park
- Date: Dec 2-3 Dec 16-17 Time: from 10am to 4pm (all date)
- Rain Date: _____ Time: from _____ to _____
2. Location*: Pop-up Park
*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department
3. Description of Property: _____ Public _____ Private _____
4. Name of Organizer: Sarah Motzkin City Sponsored Event: Yes _____ No ☒
Contact Person Newburyport chamber of commerce
Address: 19 Inn St. Telephone: 617-771-4431
E-Mail: events@newburyportchamber.org Cell Phone: Same #
Day of Event Contact & Phone: Sarah Motzkin 617-771-4431 Maddie Dahn - Tracey - 978-808-9946
5. Number of Attendees Expected: 50+
6. MA Tax Number: _____
7. Is the Event Being Advertised? Yes Where? social media, website, newsletter
8. What Age Group is the Event Targeted to? Families / 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 5 ^{Non-profit vendors}
- *If checked, signature from Health Director required (Page 3)
- B. Entertainment: (Subject to City's Noise Ordinance.) Live Music _____ DJ _____ Radio/CD _____
Performers _____ Dancing _____ Amplified Sound _____ Stage nla
- C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____ nla
Other _____ Total # _____
Name of Carnival Operator: _____
Address: _____
Telephone: _____
- D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

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

If yes:

- a) How many trash receptacles will you be providing? 1-2
- b) How many recycling receptacles will you be providing? _____
- c) Will you be contracting for disposal of : **Trash** Yes _____ No X **Recycling** Yes _____ No X
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
- ii. Name of disposal company: **Trash** _____ **Recycling** _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes X No _____
- iv. If no, where will the trash & recycling be disposed ? _____

If no:

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

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

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

_____ Standard # _____ ADA accessible

n/a

Name of company providing the portable toilets: _____

NO Streets will be closed

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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

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

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

5. Start Time: _____ Expected End Time: _____

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

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

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

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:



• Number of Floats: _____


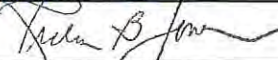
• Locations of Viewing Stations: _____


• Are Weapons Being Carried: Yes _____ No _____

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

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

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

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

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

Updated April 1, 2022

DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval Required	Date: _____	Signature _____
_____	1. Special Events: _____	
_____	2. Police: _____	
	Is Police Detail Required: _____	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation: _____	
_____	4. ISD/Health: _____	
_____	5. Recycling: _____	
_____	6. ISD/Building: _____	
_____	7. Electrical: _____	
_____	8. Fire: _____	
	Is Fire Detail Required: _____	# of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$_____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Parks Department: _____	
_____	11. License Commission _____	

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Enforcement.

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

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

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

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

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

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

Signed: _____

James Letzkin

Date: _____

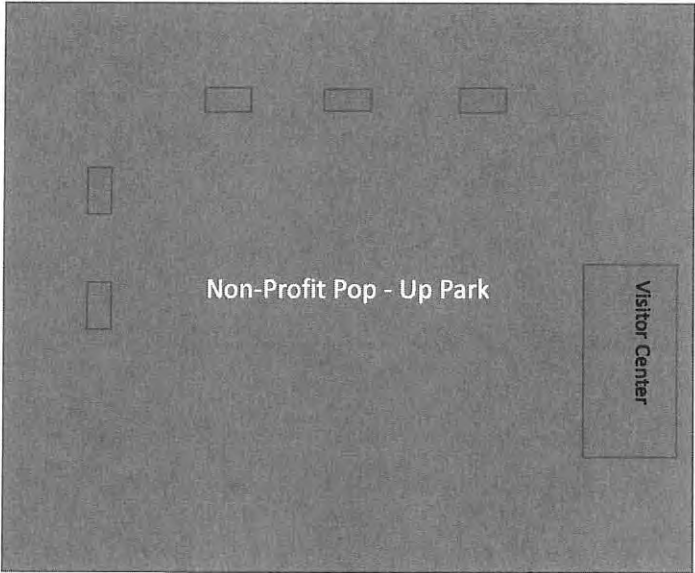
10/17/23

Non-Profit Pop Up Park

-Blue Rectangles - Vendors Popping Up
Vendors

Dates/Hours

Dec 2-3 10-4 both days
Dec 9-10 10-4 both days
Dec 16-17 10-4 both days



Sidewalk
Merrimack Street



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2023

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

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

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

COVERAGES

CERTIFICATE NUMBER: 1090067619

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2566937	8/5/2023	8/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2566937	8/5/2023	8/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	GRWC376044	12/13/2022	12/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Non-Profit Organization.
City of Newburyport is listed as additionally insured

Pop Up Park
Dec 2-3
Dec 9-10
Dec 16-17

CERTIFICATE HOLDER

CANCELLATION

City of Newburyport
60 Pleasant Street
Newburyport MA 01950

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

AUTHORIZED REPRESENTATIVE

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Permit Issued: # _____

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA**APPLICATION FOR MOVABLE SIGNAGE ON PUBLIC PROPERTY**

Application Fee \$100.00

2023 OCT 23 A 9:33

Date: 10/22/23

FOR CITY CLERK'S OFFICE ONLY

Date Recorded _____

Expiration Date: _____

Amount Paid _____

To the City Council of the City of Newburyport:

The undersigned requests that he/she may be granted permission to place one (1) movable sign on public property and private rights-of-way open to the public. This permission will only be effective for the listed location, and will be subject to all of the terms, conditions, and limitations set forth in the Newburyport Code of Ordinances, and any applicable State and Federal laws and any condition prescribed by the City Council and/or City Departments, including, but not limited to, those conditions appearing below.

Name of applicant Jennie CarensHome address of applicant 34 Johnson StreetCity, State, Zip of applicant Newburyport, MA 01950Telephone of applicant 978-609-0531Name of business Cookie Jar KitchenAddress of business 38 Washington St, Newburyport, MA 01950Telephone of business 978-992-1273

Description of the location and movable sign to placed on the Public Way.

on the corner of winter and Washington
Street, a fame sign

RELEASE AND INDEMNITY AGREEMENT TO ENCUMBER A PUBLIC WAY

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

Signature of Applicant or Duly Authorized Agent Jennie Carens Date 10/22/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2023

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

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

PRODUCER EASTERN INSURANCE GROUP LLC/PHS 08087059 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED The Cookie Jar Kitchen 38 WASHINGTON ST NEWBURYPORT MA 01950-2466	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		08 SBA AK4HU7	04/01/2022	04/01/2023	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			08 SBA AK4HU7	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Data Breach - Defense & Liab Covg			08 SBA AK4HU7	04/01/2022	04/01/2023	Limit	\$50,000

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

Those usual to the Insured's Operations. The Business Liability Coverage Part includes a Blanket Additional Insured City of Newburyport By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER

City of Newburyport
60 PLEASANT ST
NEWBURYPORT MA 01950-2627

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Lisa Wetenkamp
President

Shauna Pieniazek
Vice President

Henry Perazzelli
Treasurer

Kristen Jackman
Clerk

Board of Directors
Tom Hopp
Michelle Miakos
Lydia Pollard
Maureen Pomeroy
Kevin Stromski

Staff

John F. Moynihan
Executive Director

Christine Stover
**Director of Operations
and Administration**

Justin Knowlton
**Associate Artistic
Director**

October 25, 2023

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

Dear Councilor Shand and members of the Newburyport City Council,

I'm writing to you today regarding an artist requested extension of the current permit for use of the "Pop Up Park" on Merrimac Street. Since early June, the Firehouse Center for the Arts has been hosting the Newburyport Arts and Culture Shanties program in this location. We are grateful that City Council granted us permission to use this space in an unorthodox manner throughout the summer and, I think we can all agree, this has been a great use of the space. Aside from adding color and vibrancy to the street-scape, the location was able to continue to serve as a place for residents and tourists alike to visit, grab a bite to eat (especially during Yankee Homecoming!), and support local artisans in a unique way.

With construction beginning late in the summer, the Shanties provided a cleaner view in our downtown versus the chain link fence and have continued to be a topic of conversation throughout the community. At one point, there was an artist from North Carolina that was staying in Marblehead for the summer and happened to walk past the Shanties – she immediately rented one for the following weekend! All this to say, the Shanties have provided a positive impact in their current location and have added a vivacity to an otherwise underutilized area.

With this in mind, and at the request of several artists, the Firehouse Center for the Arts is requesting to continue using the space through **December 29, 2023**. With the Newburyport Chamber of Commerce hosting beer garden events – and their hope of using the shanties – along with the desire for a winter market within the downtown area, this seems like it would be a win-win for all parties. There are enough restrooms to accommodate and the Chamber of Commerce has provided electrical access for lighting, etc. If approved, the Firehouse would provide propane heat towers (like you see at outdoor dining) to accommodate the changing weather.

We are grateful for the consideration and I look forward to hearing from you.

With thanks,

John F. Moynihan
Executive Director

Attachments:

Updated Certificate of Insurance
Letters of Support from local artists



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2023

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: SELECT DEPARTMENT PHONE (A/C, No, Ext): 800-333-7234 E-MAIL ADDRESS: CSR24CL@easterninsurance.com FAX (A/C, No): 781-586-8244
INSURED Society For The Development of Arts & Humanities of Greater Newburyport Inc Firehouse Center One Market Square Newburyport MA 01950	INSURER(S) AFFORDING COVERAGE INSURER A: AmTrust International Underwriters DAC INSURER B: Mount Vernon Fire Insurance Co INSURER C: Ohio Security Insurance Co INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 42422290**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BKS56739503	8/11/2023	8/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL2562625	10/15/2023	8/11/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	TWC4287185	8/25/2023	8/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B C	DIRECTORS & OFFICERS Liquor Liability			NDO2550272K BKS56739503	2/17/2023 8/11/2023	2/17/2024 8/11/2024	OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000

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

NON-PROFIT COMMUNITY CIVIC CENTER/THEATER.

The City of Newburyport is included as additional insured on the General Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Newburyport
60 Pleasant Street
Newburyport MA 01950

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

AUTHORIZED REPRESENTATIVE

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It cannot be underestimated the benefits of simply meeting and working beside other artists for the duration of a weekend (or more). At first glance, it appears this program is for the artists to sell their work - but the benefits extend far beyond that and in many directions.

This program has an entrepreneurial nature allowing the artists to work together as a team to support the space (by bringing flowers, playing music, or setting up games for kids) and collaborate together to make the best possible experience for the customer, community, and families. Doing something for the community in itself has a substantial and inherent value that has been a pleasure to witness every weekend. Meeting other artists like John, Linda, Eve, Gina, Deb and more who so passionately love this community and want to give back gave me a renewed faith and energy about the work that I do and the importance of sharing it. I spoke with hundreds of people - many of them who weren't there to buy anything - but simply wanted to talk - talk about art, inspiration, beauty, even personal hardship - some just to engage with culture in silence for a short time. Art is healing and this is proof.

The unique structure and forum feel of this space is a draw over other types of exhibiting options because not only does the space allow such collaboration, but it depends on it. I have made new friends of these artists across many different mediums that I have learned from and will be incorporating their support and suggestions into my business. In fact Deb (who is a charcoal artist) made a beautiful suggestion about my work in August and I now have a whole new line of business as a result. We are in different mediums and yet her advice was invaluable. Each weekend's success is based on the skills and interest of the artists there - so each weekend is also a new and fun opportunity to be creative together in how the shanty experience is executed.

This unique collaboration opportunity also makes an interesting draw for the customer who will come back each week and have a different and new experience. After about a month of participating I noticed repeat customers coming back and checking on what's new or coming back to buy a piece they had been contemplating the week before. On a Sunday, I decided to stay throughout the rain. I had 10-15 Newburyport customers come even in the rain to look at what I was offering and give a nod of support and encouragement.

I could see momentum beginning where the community makes the shanties a weekend stop on their list to see what's new and support the artist through rain (light rain) and shine. I had a half dozen or more customers asking me if the market would be extended through the holidays remarking how festive and fun the space would be with music and twinkly lights - perfect for families out doing their holiday shopping with cups of cocoa in hand. I couldn't agree more.

I am a full-time artist so this type of work very literally puts food on the table for my family. With the rain each weekend I didn't always make big sales - but I made big connections with future clients that will add up over time and translate to meaningful business for me that isn't transient but lasting.

I genuinely appreciate this market as an opportunity for artists to grow with each other and the community. I give my full support to extend the season through the fall. Programs like this need to be protected and I am just so grateful I tripped across it one day this summer while visiting Newburyport.

Sophia Diana Creations

I was one of the artists that rented a shanty this past August. It was my first opportunity to sell my art outside of family and friends and it was a great first experience as I move from hobbyist to professional artist.

Encouraging an ongoing artist marketplace in an art minded city such as Newburyport is such a great idea! I know it is still in its "grass roots" phase but it is an idea that should be encouraged. Even the way it has changed and grown from June to October of this year with some additional advertisement, the umbrellas, artists choosing to extend their # of participating weekends, etc shows how the firehouse has listened to the suggestions of participating artists as well as the enthusiasm of some of the artists to see this idea reach its potential.

If you decide to add an extended season or special holiday market, I would love to participate.

Deb Hewey

As a previous shanty renter, I am writing to voice my support for an extension of shanties scheduling.

I had a very successful few days in the shanties, this past summer, and would love another opportunity to show and sell my work there!

Seeing as the holiday season will soon be upon us, and given Newburyport's draw for tourists, holiday shoppers, etc., it seems like a no-brainer to add to the downtown's bustling and festive nature by having the wonderful shanties up and running!

Thank you for considering the possibility of having the shanties be part of the Fall and pre-holiday activities in downtown Newburyport.

Sam Kimball

Thank you for the opportunity to exhibit my work at the Shanty installation. I had robust sales, even with sprinkles and some rain. Almost everyone commented on how great it was to casually shop and look at original art and photographs while going to lunch or dinner; many were already shopping for the holidays and asked if I would be there for the holiday season.

I would commit to any extension you can offer to exhibit in the shanty, and I would love to book the season next spring. This unique program provides:

- Shoppers and residents have a unique variety of artistic goods
- A showcase of local arts
- Places to sit and play with the games and enjoy the lovely atmosphere of Newburyport.

Gina Tzizik Studios

November 24, 2023

Bonnie W. Johnson
6 Summit Place
Newburyport, MA. 01950

Dear President and Members of the City Council,

I am writing to request your permission to set up a table in Newburyport's downtown square on Saturday and Sunday, December 9th and 10th, between 10am and 1pm, so that the Newburyport Horticultural Society (HORT) can sell fresh cut greens centerpiece arrangements and holiday ornaments. Our goal is to raise money to fund the scholarships we give out each spring to two local high school students pursuing an education in environmental science or horticulture.

Our committee has given two \$1,000 scholarships each year and we are striving to raise more money so that we can give two \$2,000 scholarships each year going forward. To do that we want to offer our community lovely, handmade centerpieces crafted by our members. All money will go to the scholarship fund; the HORT is a 501C3 organization.

Our mission states: "We stimulate and promote the knowledge and love of gardening, advocate for the natural beauty of the community, and encourage the conservation of natural resources".

I can think of no better way to use the greens from our own gardens to create centerpieces that when purchased, help support local students to pursue their interest in bettering our environment.

We are hoping that the Newburyport City Council will give us the permit needed to support local students and share the beauty of our gardens on our tables and in our home this holiday season. Please let me know if the permit will be granted; my contact information is below.

Thank you for your time and consideration,

Bonnie W. Johnson
Scholarship Chairperson
CELL PHONE: 978-771-2979
E-MAIL: bonnie@nortonpond.net