

COMMITTEE ITEMS

Committee Items- September 13, 2021

Budget & Finance

Budget & Finance

In Committee:

ORDR265_08_09_2021 CPC-FY22 Recommendations - (COTW)

ORDR274_08_30_2021 Loan Order for Police Cruisers

CITY OF NEWBURYPORT



 IN CITY COUNCIL

August 09, 2021

ORDERED:

That the City Council appropriates or reserves from the Community Preservation Act FY 2022 estimated revenues, in accordance with the provisions of M.G.L. Chapter 44B, for the following projects, based upon the Community Preservation Committee's recommendation, the total amount of **\$1,366,254**. The source of funds shall be FY2021 estimated revenues in the amount of \$1,293,240.44 and the Community Preservation Fund Balance in the amount of \$126,460. Each project listed below shall be considered a separate appropriation or reservation in the amount indicated for that project. Any conditions or stipulations indicated within the Community Preservation Committee's recommendation, incorporated herein, shall be considered a condition of this appropriation and subsequent grant award.

Project No.	Project Title	Applicant	Request	Recommendation
1	YWCA at Hillside	YWCA Greater Newburyport	\$50,000	\$50,000
2	Newburyport Rental Assistance	Affordable Housing Trust	\$200,000	\$200,000
3	Custom House Door Restoration	Newburyport Maritime Society, Inc.	\$43,832	\$43,832
4	Cushing House Landscape Restoration Phase III	Historical Society of Old Newbury	\$45,717	\$45,717
5	Garrison Birthplace Signage	Newburyport Preservation Trust	\$1,800	\$1,800
6	Open Space Reserve Fund	Open Space Committee	\$100,000	\$100,000
7	Market Landing Park Expansion	Newburyport Office of Planning & Development	\$250,000	\$250,000
8	Lower Atkinson Master Plan Amendment	Newburyport Parks Department	\$3,850	\$3,850
9	Bartlet Mall Frog Pond Improvements	Newburyport Parks Department & Commission	\$186,035	\$186,035
10	Restoration of Swan Fountain at Bartlet Mall	Newburyport Parks Department & Commission	\$126,000	\$126,000

11	Restoration of Nock Middle School Tennis Courts	Newburyport Parks Department and Friends	\$175,000	\$175,000
12	Atwood Park Lighting Improvements	Newburyport Parks Department & Commission	\$33,000	\$33,000

Total: \$1,215,234 \$1,215,234

13	NHS Stadium Bond Payment	127,080
14	Cherry Hill Soccer Field Bond Payment	\$11,940
15	Administrative Costs	\$12,000

Total: \$151,020

Councillor Charles F. Tontar

In City Council August 9, 2021:
Motion to refer to Budget & Finance by Councillor Tontar, seconded by Councillor Zeid. So voted.

Budget and Finance Committee

9/2/21 6:00 pm City Council Chambers/Hybrid

Meeting Post: <https://www.cityofnewburyport.com/city-council/events/292051>

Roll:

Councillors McCauley (in person), Zeid (in person), Connell (COTW), Wallace (COTW)
 Staff/External Joining Ethan Manning (Finance Director), Donna Muscameci (Chief of Staff), Lise Reid (Parks), Kim Turner (Chair Parks)

Matters (Green = Coming out of Committee, Yellow = Remains in Committee):

1) ORDR265_08_09_2021 CPC-FY22 Recommendations (COTW)

#	Description	Public Comment	Vote	Discussion
1	YWCA @ Hillside	Judy Tymon Jennie Donahue, 18 Cherry St. Susanne Cameron, 5 Milk St.	Recommend AK, JM (0-3)	<ul style="list-style-type: none"> From previous mtg Discussion about whether PB/ZB decision was part of this They came up short on pricing.
2	Rental Assistance	Susanne Cameron, 5 Milk St.	Recommend AK, JM (3-0)	<ul style="list-style-type: none"> From previous mtg AHT spoke, they have done this program and exhausted other funds Administered Pettengill House
3	Custom House Door	None	Recommend AK, JM (2-1)	<ul style="list-style-type: none"> From previous mtg Talked about PR
4	Cushing House	None	Recommend AK, JM (3-0)	<ul style="list-style-type: none"> From previous mtg
5	Garrison Birthplace	None	Recommend AK, JM (3-0)	<ul style="list-style-type: none"> From previous mtg Half from NBPT Bank
6	Open Space	None	Recommend AK, JM (3-0)	<ul style="list-style-type: none"> From previous mtg

				<ul style="list-style-type: none"> • 630k to meet 10% requirement of CPA • Needed reserve
7	Market Landing	None	<p>Amend: Conditions:</p> <p>Prior to expenditure of any funds or utilization of these funds as a proposed match towards any grant application under this award, the applicant shall return to the City Council for approval of said expenditure or any grant application.</p> <p>This award shall expire in 1 year following award unless otherwise extended by the City Council.</p> <p>2-0 amendment (JM, SZ)</p> <p>2-0 approve as amended (JM, SZ)</p>	<ul style="list-style-type: none"> • Discussed process • City apply for PARCC probably next Spring • Discussed language • Wanted checks and balance
8	Lower Atkinson	<ul style="list-style-type: none"> • Jane Snow, 9 Coffin St. 	<p>Motion to Approve</p> <p>0-2 (JM, SZ)</p>	<ul style="list-style-type: none"> • This is for a clubhouse • Would like include clubhouse • Would need to move the clubhouse • Initial price tag was \$3M • Debate about whether current plan is interim or final • Pioneer wants it to stay and may have even offered funds towards to it • Conference room? Is it needed? Change of use?
9	Bartlett Mall		<p>Motion to approve</p> <ul style="list-style-type: none"> • 2-0 	<ul style="list-style-type: none"> • Improve water quality

				<ul style="list-style-type: none"> • Granite – Concom? • Wells to feed fresh water? • There are 4 aerators. Keep water clean after clean • Big fountain – should we take it out and put it back in or put it back somewhere else? • Concom open is to granite but not sure
10	Restoration of Fountain		<ul style="list-style-type: none"> • Amend - The Fountain be returned as is practicable to the park. 2-0 • 2-0 	<ul style="list-style-type: none"> • Build 2 courts • Replacing two existing courts • They would be USTA approved • Youth Services could use
11	Nock Tennis	<ul style="list-style-type: none"> • Jane Snow, 9 Coffin St. – Oppose 	<ul style="list-style-type: none"> • Motion to amend to make Parks sole awardee, 2-0 • Stays in Committee, 2-0 	<ul style="list-style-type: none"> • School Committee purview • Why isn't School Committee Applying • Full funding – yes • Neighborhood impact – will check • SC 2/3/20 did approved of this • SC 2/1/21 • Schools will manage this following completion • Should School department run project • Problem with Parks not owning the land • Is this a legal issue?

12	Atwood		<ul style="list-style-type: none"> • Motion to approve, 1-1 	<ul style="list-style-type: none"> • Fix this since 2014 • 43 responded to survey who wanted lights • Do lights count as CPC? • Norwell case
13	Stadium Bond		Collective – 3-0	
14	Cherry Hill			
15	Administrative Costs			

- 2) ORDR274_08_30_2021 Loan Order for Police Cruisers
- Resulting from DOR guidance about how to process these
 - DOR now says that lease purchase should be treated like borrowing
 - Requires 2/3rds of the Council
 - This is the total amount for the 2 vehicles
 - DOR wants commitment from Council since spans multiple years
 - \$97.5k includes cost to buy and equipment, underwriting costs but not financing costs

Motion to recommend approval, 2-0

- 3) ODNC090_08_09_2021 Proposed Electrical Fee Schedule
Didn't discuss
- 4) ORDR269_08_09_2021 Friends of COA Gift Acceptance
Didn't discuss
- 5) ORDR277_08_30_2021 Late File Municipal Fee Schedule Fiscal Year 2022
Didn't discuss
- 6) ODNC094_08_30_2021 Late File Municipal Fee Schedule
Didn't discuss
- 7) COMM311_03_08_2021 Cllr Tontar letter re: KP Law Legal Opinion on Council Salaries
Chair reported that Sponsor hasn't replied regarding continued interest

Recording:

<https://us02web.zoom.us/rec/share/2Yf2osdjQYcUpomh0ZfKPlzxugvKRDaG2iG8BnpzgOhtkYLS-uC7Bcq2XMb97rIm.GuZOSezB0sKqwIPs>

Passcode: f^V6\$3ex

Adjourn, 8:37pm

CITY OF NEWBURYPORT



IN CITY COUNCIL

August 30, 2021

ORDERED:

THAT \$97,500 is appropriated to pay costs of purchasing and equipping two new police cruisers, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, which may include the use of a municipal lease purchase agreement as permitted by G.L. c. 44, §21C, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote. Any premium received upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Councillor Sharif I. Zeid



CITY OF NEWBURYPORT

POLICE DEPARTMENT

MARK R. MURRAY
CITY MARSHAL

4 GREEN STREET
NEWBURYPORT, MA 01950

TEL: 978-462-4411

FAX: 978-462-0396

TO: City Council
FROM: City Marshal Mark Murray
RE: Cruiser Purchase
DATE: August 16th, 2021

Dear Members of Council,

I am seeking the approval of a "lease to own" for 2 police cruisers. I would be borrowing the money from a local bank as I have done in the past. There will be a 3 year payment plan established which will be paid for from the purchase of vehicle line item in this current budget. Please see the attached invoice.

City Marshal
Mark Murray



CUSTOMER NAME

Contact Name: Marshall Mark Murray
 Company/Dept: Town of Newburyport / Newburyport Police Dept.
 Street Address: 4 Green St.
 City, State, Zip: Newburyport, MA. 01950
 Phone: 978 462 4411
 E-Mail:

Date: June 25, 2021
 Valid Thru :
 Customer #:
 Contract: GBPC
 Sales Rep: David Breen

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
	Vehicle :			
K8A	2021 Ford Police Interceptor UTILITY K8A - AWD	\$ 33,550.00		
500A	Order Code 500A	Included		
UM	Exterior Color: Agate Black	Included		
96	Interior : Charcoal Black Cloth Front / Rear Vinyl	Included		
99B	Engine 3.3 Liter V-6 / Direct Injection / GAS	Included		
44U	10 Speed Automatic Transmission	Included		
153	Front License Plate Bracket	Included		
18D	Global Unlock Feature	N/C		
43D	Dark Car Feature	\$ 25.00		
51R	Unity LED Driver Side Spot Light	\$ 387.00		
52P	Hidden Door Lock Plungers / Rear Handles In-op	\$ 157.00		
549	Heated Exterior Mirrors	\$ 59.00		
65L	Full Face Wheel Covers	\$ 59.00		
76R	Reverse Sensing System	\$ 270.00		
87R	Rear View Camera (Display -Located in Rear View Mirror)	Included		
	Vehicle Total	\$ 34,507.00	1	\$34,507.00

	Equipment :			
	All Black / No Paint			
Fleet	MHQ Fleet Key Code #	\$	195.00	
Graphics	Graphics Pkg B / Black Ghost Kit	\$	550.00	
1948	Front and Rear Vent Shades	\$	95.00	
1023	911 Circuit Power Distribution system	\$	750.00	
5	Whelen Liberty Light Bar Dual Color B/W - B/A -2R		N/A	
128	Whelen Front Full Inner Edge Dual Color , B/W	\$	1,375.00	
133	Whelen Rear Inner Edge Dual B/A	\$	1,250.00	
92	M4DW 400 LEDs on Push Bumper B/W	\$	410.00	
103	Whelen Under Mirror LEDs LINv	\$	455.00	
101	Whelen Under Mirror Mounts for Mirror Beams	\$	25.00	
105	Whelen Super LED IONt In Lower Lift Gate , Blue	\$	295.00	
106	Whelen Duo IONs on Side of Push Bumper , B/W	\$	460.00	
106	Whelen Duo IONs On Each Side of Rear Plate , B/W	\$	460.00	
106	Whelen Duo IONs in Rear Quarter Glass, B/W	\$	460.00	
287	Whelen Vertex Front Hide a Ways 2 , B	\$	250.00	
288	Whelen Vertex Rear Hide a Way 4 , B,R	\$	495.00	
Add	Whelen CORE Siren # C399 with Rotary Head Control		N/A	
Add	Whelen CORE Expansion Module # CEM16		N/A	
Add	Whelen CORE Gateway Kit		N/A	
381	Whelen SA 315 Siren Speaker on Push Bumper		N/A	
482	Proguard Front Prisoner Barrier / Sliding Window	\$	995.00	
484	Proguard Rear Window Barriers	\$	390.00	
521	Pro Guard Rear Transport Seat with Rear Screen	\$	1,425.00	
778	Havis Center Console 1308 / 1201 Utility	\$	475.00	
786	Arm Rest for Console Flip Up		N/A	
817	Dual Cup Holder for Center Console	\$	45.00	
1003	Hint 5502 Tablet, Key Board Mount for MDT	\$	865.00	
1131	Setina Single Gun Mount on T Rail with Universal Lock , Cuff Key	\$	385.00	
276	Nova Micro Dash Emitter	\$	357.00	
1200	Setina PB 450 Push bumper, Utility / 2 Whelen LED IONs, W	\$	960.00	
1399	Transfer 2 Way Radio Kenwood	\$	235.00	
1439	Transfer Dual Radar Unit	\$	150.00	
	Equipment Total :	\$	13,807.00	\$13,807.00
	Non Contract :			
	Whelen 3SR Dome Lights 3	\$	285.00	
Havis	Magnetic Mic Clip (2)	\$	82.00	
MHQ	MHQ Head Light Flasher	\$	52.50	
	N/C Equipment Total :	\$	419.50	\$419.50
			Qty :	2.00
			TOTAL:	\$97,467.00

TERMS AND CONDITIONS

*This quote is valid for 60 days from the date of quote. Any purchase orders or approved quotes received outside of the 60 day quote period will be subject to price

adjustments. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L. c. 30B applies to the procurement of all commodities quoted. Contract items have been collectively purchased pursuant to M.G.L. c. 30B sec 1c and M.G.L. c. 7 sec 22B. The government body is responsible to determine the applicability of M.G.L. c. 30B to off contract items, but not limited to, off contract items that have already been properly procured under M.G.L. c. 30B sec 1c and M.G.L. c. 7 sec 22A (purchases from a vendor on contract with the Commonwealth), other contracts procured under M.G.L. c. 30B sec 1c and M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x MARK MURRAY
PRINT NAME

x CITY MARSHAL
TITLE

x 
SIGNATURE

x 8/16/21
DATE

Quote provided by David Breen, Public Safety Account Manager at MHQ
(508) 573-2627 or dbreen@mhq.com

Committee Items
September 13, 2021
General Government

1. COMM331_05_24_2021 Late File Newburyport Fee Schedule
2. APPT263_08_09_2021 Donna Drelick 8 Chadwick Methuen,MA (July 1, 2024)
3. ORDR270_08_09_2021 Indigenous Peoples Day

Newburyport, Massachusetts, Code of Ordinances
APPENDIX A ZONING ORDINANCE OF THE CITY OF NEWBURYPORT

APPENDIX B
FEE SCHEDULE OF THE CITY OF NEWBURYPORT¹

SECTION I. TITLE AUTHORITY AND PURPOSE

I-A Short title.

This Appendix shall be known and may be cited as the "Fee Schedule of the City of Newburyport, Massachusetts," hereinafter referred to as "Fee Schedule."

State law reference(s)—Authority of cities as to fee schedules, M.G.L. c. 40A; petitions to determine validity of zoning laws, M.G.L. c. 240, § 14A.



I-B Authority.

This Appendix is adopted pursuant to the authority granted by M.G.L. c. 40A and amendments thereto, hereinafter called the "setting the fee schedule," and as they may be further amended from time to time.

SECTION II. FEE SCHEDULE

Chapter 3 - Animals

Sec. 3-27. (a) Licensing of dogs and kennels.

The license fees for dogs shall be as follows by April first of each year:

- (1) Neutered males and spayed females \$10.00
- (2) Unneutered males and unspayed females \$15.00

Senior citizens (aged 65 and over) who show proof of age shall be entitled to a license without paying said fees for their dogs, provided, however, that any applicable late fees shall still apply.

Sec. 3-27. (b) Licensing of dogs and kennels.

Kennel license fees shall be as follows:

- (1) Four (4) dogs \$10.00
- (2) Five (5) to ten (10) dogs \$15.00
- (3) Eleven (11) or more dogs \$100.00

Chapter 4 – Boats, Docks and Waterways

Sec. 4-73. (c) (2) Fees and permits for commercial fish pier

A fee shall be assessed by the harbor master at five cents (\$0.05) per pound for each pound in excess of twenty thousand pounds (20,000) of fish per day.

Sec. 4-207. Fees.

Commercial shellfish licenses are subject to resident, non-resident and rack fees as defined below:

- (1) Residents License \$100.00
- (2) Non-Residents License \$200.00
- (3) Rack Fee \$2.00 per rack

Chapter 5 - Buildings and Building Regulations

Sec. 5-62. Fees.

Fees for building permits for buildings and structures adopted in section 5-61 shall be pursuant as defined below. Exemptions are defined in Section 5-62.

- (1) First one thousand dollars (\$1,000) of cost estimate \$100.00
- (2) Each additional one thousand (\$1,000) of estimate or part thereof..... \$200.00

Sec. 5-111. Permit fee cost for plumbing.

Plumbing Permit Fee

Residential	Fee
Permit fee:	\$20.00
Inspection fee:	\$30.00
Charge for each fixture:	\$5.00
Replacement hot water heater:	\$30.00
Commercial	Fee
Permit fee:	\$30.00
Inspection fee:	\$30.00
Charge for each fixture:	\$10.00
Replacement hot water heater:	\$40.00

Sec. 5-112. Permit fee cost for gas.

Gas Permit Fee

Residential	Fee
Permit fee:	\$20.00
Inspection fee:	\$30.00
Appliance fee:	\$5.00
Replacement hot water heater:	\$30.00
Commercial	Fee
Permit fee:	\$30.00
Inspection fee:	\$30.00
Appliance fee:	\$10.00
Replacement hot water heater:	\$40.00

Sec. 5-113. Permit fee cost for sheet metal.

Sheet Metal Permit Fee

Residential	Fee
Permit fee:	\$75.00
Inspection fee:	\$30.00
Re-inspection fee:	\$35.00
If work started before a permit:	\$150.00
Commercial	Fee
Permit fee:	\$150.00
Inspection fee:	\$30.00
Re-inspection fee:	\$35.00
Charge for each fixture:	\$10.00
If work started before a permit:	\$300.00

Sec. 5-151. Permit fee cost for electrical permit.

Electrical Permit Fee Schedule

Residential	
New Construction (includes service)	Fee is based on the projected building cost as shown on the building permit. First \$50,000 \$150.00 Each additional \$1,000.00 or fraction thereof \$1.00
Additions/renovations (service not included)	\$50.00 for the permit plus \$3 for each plug, switch, light, appliance, special equipment, etc.= fee
Services—New, changed, or altered	Overhead (includes 1 st panel or main circuit breaker enclosure) \$45.00 Underground (includes 1 st panel or main circuit breaker enclosure) \$85.00 Each additional panel \$20.00
Garages	Attached \$60.00 Detached \$100.00
Commercial/Industrial	
New construction	Fee is based on the projected building cost as shown on the building permit. First \$100,000 \$300.00 Each additional \$1,000.00 or fraction thereof \$1.00
Additions/renovations (service not included)	\$60.00 for the permit plus \$3 for each (service not included) plug, switch, light, appliance, special equipment, etc.= fee
Services—New, changed, or altered	Each 200 amps or fraction thereof \$50.00 (includes 1 st panel or main circuit breaker enclosure) Each additional panel \$20.00
Miscellaneous	Burglar/fire alarm systems residential \$45.00
	Burglar/fire alarm systems commercial \$85.00
	Central heat or A/C residential \$45.00
	Central heat or A /C commercial \$85.00
	Swimming pool above ground \$55.00
	Swimming pool inground \$85.00
	Hot water heater replace residential \$30.00
	Hot water heater replace commercial \$40.00
	Utility lighting retrofit \$65.00
	Tel/data systems \$85.00
	Remove and reinstall for siding \$55.00
	Gas piping grounding \$30.00

Chapter 7 – Fire Prevention and Protection

Sec. 7-4. Annual master box connection fee.

Each fire alarm user shall, on or before July 1 of each year remit a fee of three hundred dollars (\$300.00) for each master box connection to the municipal fire alarm system.

Sec. 7-28. Fees.

The fee for keeping or storage of flammables or explosives as regulated by M.G.L. c. 148, § 13 shall be as follows:

Fee for storage of Class A, B and C Liquids

1 gallon to 10,000	\$ 50.00
10,001 gallons to 25,000	100.00
25,001 gallons to 50,000	200.00
50,001 gallons and over	300.00

Chapter 9 – Licenses, Permits and Business Regulations

Sec. 9-1. Lodging house licenses.

- (1) Lodging houses² \$2.00
- (2) Bed and Breakfast \$20.00

Sec. 9-42. License fee for pool and billiard tables and bowling alleys.

Annual license fee for owners of establishments with pool, billiard tables and bowling alleys shall be as follows:

- (1) Pool and Billiard tables..... \$5.00
- (2) Bowling alleys \$5.00

Sec. 9-82. License fee for pawn brokers.

Annual license fee for pawn brokers shall be as follows:

- (1) Annual fee before November 1st..... \$50.00
- (2) Annual fee on or after November 1st..... \$25.00

Sec. 9-111. Definitions.

Registered party shall mean a party that no later than the last day of February has requested in writing from the city clerk notice of transient vendor license applications for that calendar year, and paid an annual notice processing fee of \$10.00

Sec. 9-131. Fees for transient vendors, including food trucks.

Annual license fee for transient vendors shall be as follows:

- (1) Transient vendors, excluding food trucks..... \$1,000.00
- (2) Food trucks..... \$1,500.00

² Lodging houses defined under M.G.L. c. 140, § 23 and defined for a period as defined in § 4.

Sec. 9-133. Application fee for transient vendors.

- (1) Application processing fee..... \$50.00
- (2) Additional fee for notification to registered party..... \$1.00

Sec. 9-162. Fee: issuance for hawker and peddler.

- (1) License fee..... \$46.00

Sec. 9-170. (e) Limitations. Solicitor's identification card

- (1) Application fee for Identification Card..... \$50.00

Sec. 9-177. Retail Stores License procedure.

No retail store shall operate between 11:00pm and 5:00am without a license.

- (1) Annual license fee to operate between 11pm and 5am..... \$15.00

Chapter 11 – Parks and Recreation

Sec. 11-7. Fees for parks and playgrounds.

	Group/Hourly Rate							
	A	B*	C	D	E	F**	G**	H**
Athletic Fields and Courts								
Cashman Park Ballfield	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Perkins Park Ballfield	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cashman Park Soccer Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cherry Hill Soccer Field Parcel A	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cherry Hill Soccer Field Parcel B	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bradley Fuller Park Track	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bradley Fuller Park Infield	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bradley Fuller Park North Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Woodman Park Multi-use Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Cashman Park Tennis	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Perkins Park Tennis	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Bartlet Mall Basketball Courts	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00

	Group/Hourly Rate							
Athletic Fields and Courts	A	B*	C	D	E	F**	G**	H**
Cashman Park Basketball Court	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
G.W. Brown School Playground Basketball	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Perkins Park Basketball Courts	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Woodman Park Basketball Courts	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Moseley Woods Lawn	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common, Lower, Founders Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common, Lower, Pepe Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common, Lower, Hawkes Field	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Atkinson Common Tennis	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Small Parks	A	B	C	D	E	F*	G*	H*
Brown Square	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Cornelius Doyle Triangle	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Joppa Park	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Moulton Square	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Washington Park (Eppa Way, Pond Street, High Street)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
270 Water Street (Perkins Park)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Patrick Tracy Square (Tracy Place)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Newburyport Skate Park (Nock Schoolyard)	N/C	\$5.00	\$15.00	N/C	N/A	\$25.00	\$100.00	\$200.00
Mid to Large Parks	A	B	C	D	E	F*	G*	H*

	Group/Hourly Rate							
Athletic Fields and Courts	A	B*	C	D	E	F**	G**	H**
Atkinson Common, Upper (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Atkinson Common, Lower (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Atwood Park/Garrison Gardens	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	N/A
Bartlet Mall (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Cashman Park (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Clipper City Rail Trail (any segments)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Cushing Park (other than athletic fields or courts)	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Inn Street Mall	N/C	N/A	N/A	N/C	N/A	\$25.00	\$100.00	\$200.00
March's Hill	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00
Market Landing Park	[per Newburyport Waterfront Trust]							
Market Square Bullnose	N/C	N/A	N/A	N/C	N/A	\$25.00	\$100.00	\$200.00
Moseley Woods Pavilion	N/C	N/A	N/A	N/C	N/C	\$25.00	\$100.00	\$200.00

* Up to 50% of the fee may be waived in exchange for in-kind services at the sole discretion of the parks commission.

** Any charitable non-profit registered as a 501c3 may apply for a fee reduction or waiver from the parks commission. The parks commission is under no obligation to offer any reduction or waiver. Any reduction or waiver is at the sole discretion of the parks commission.

- (1) *Group A:* City of Newburyport departments, including Newburyport Public Schools; other non-profit and for-profit education located within the city; and active duty military.
- (2) *Group B:* Recurring use by exclusively youth leagues.
- (3) *Group C:* Recurring use by organizations, including adult sports leagues.
- (4) *Group D:* Recurring use by organizations that do not charge end-users any fee to participate, including pick-up leagues.
- (5) *Group E:* Special events held by individuals or groups with up to twenty-five (25) attendees.
- (6) *Group F:* Special events held by individuals or groups with twenty-six (26) to fifty (50) attendees.
- (7) *Group G:* Special events held by individuals or groups with fifty (50) to two-hundred (200) attendees.

(8) *Group H*: Special events held by individuals or groups with greater than two-hundred (200) attendees. For Groups B, C, and D (recurring field use), a fee to utilize the concession stand/restroom at Atkinson Common, Lower, shall be fifty dollars (\$50.00) per month. Group E, F, G, and H (special events), may request use of the restrooms for a one-time fee of one-hundred dollars (\$100.00)

Chapter 12 – Streets, Sidewalks and Public Places

Sec. 12-1.3. Signs in public ways.

(c) Regulations for permanent signs. The applicant shall pay an application fee to the city clerk of one hundred and fifty dollars (\$150.00), except that such fee shall be waived for an application filed by a city officer or employee.

Sec. 12-1.3. Signs in public ways.

(d) Regulations for temporary signs. (2) (c) Banners. Applicant for a banner shall pay a deposit fee to the city clerk of twenty-five dollars (\$25.00) for each banner, except that such fee shall be waived for an application filed for a city sponsored event.

(d) Regulations for temporary signs. (3) (d) Moveable signs. A moveable sign permit shall require payment of an annual fee to the city of fifty dollars (\$50.00). Each permit shall start on the first day of April and expire on March 31. The permit fee for new businesses opening during the annual period shall be prorated at a rate of \$5.00 a month.

Sec. 12-1.5. (f) Signage, merchandising and beautification on public ways.

To place an A-frame sign in a public way, the applicant shall first obtain a license, by submitting a written application to the city clerk as directed by that official, and pay a biennial licensing fee of one hundred dollars (\$100.00) per A-frame sign.

Sec. 12-70. (b) Drain layers/utility contractors license.

The fee for each drain layers/utility contractors license shall be in the amount of five hundred dollars (\$500.00) per year.

Sec. 12-101. *Cemetery fees established.*

Fees set forth are for services performed by the city in the Highland and Old Hill Cemeteries of the city,

- (1) Digging of graves and rental of lowering devices and greens..... \$200.00
- (2) Purchase of single grave \$150.00

Chapter 15 – Vehicles for Hire

Sec. 15-32. Fees and terms for permits/licenses

All permits and licenses granted under Chapter 15 shall be subject to the following fees:

- (1) The fee for a permit shall be fifty dollars (\$50.00) each year or any part of a year for each taxicab payable in advance of the application for a permit.
- (2) The fee for a license shall be twenty-five dollars (\$25.00) per year or any part of a year.
- (3) The fee for restoration of any permit that has been suspended or revoked shall be fifty dollars (\$50.00).

Gen Gort



CITY OF NEWBURYPORT RECEIVED
OFFICE OF THE MAYOR CITY CLERK'S OFFICE
DONNA D. HOLADAY, MAYOR NEWBURYPORT, MA

2021 AUG -2 PM 3:13

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

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: August 2, 2021
Subject: Appointment



I hereby appoint, subject to your approval, the following named individual as Human Resources Director. This term will expire on July 1, 2024.

Donna Drelick
8 Chadwick Street
Methuen, MA 01844

Donna Drelick

978-688-0124 | kaddrelick@comcast.net | 8 Chadwick St. Methuen, MA 01844

July 20, 2021

Mayor Donna Holaday
60 Pleasant Street
Newburyport, MA 01950

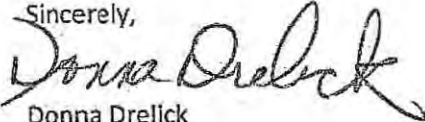
Dear Mayor Holaday,

I am writing to let you know that I am very interested in being the next Human Resource Director for the City of Newburyport. I am confident that my experience in a similar position makes me a perfect candidate.

I am a hard-working and conscientious employee. I learn and adapt quickly. My greatest strength is being able to work with others and in a busy environment. I believe that during my time here with the city I have been able to show my dedication to make our working environment a better one.

I am eager to speak with you further regarding such a welcome opportunity. Thank you for your time and consideration.

Sincerely,


Donna Drelick

Donna Drelick

8 Chadwick Street
Methuen, Ma 01844

(978)688-0124
kaddrelick@comcast.net

Objective: *To obtain a challenging and fulfilling position in a busy, caring and team-oriented environment.*

City of Newburyport, Newburyport, Massachusetts, February 2018 – Present

Human Resource Operations Specialist

- Most recently managed the Human Resource department in the absence of the Director
- Recruitment
- Manage and process all new hires through Harpers Payroll
- Process all seasonal hires
- Manager all benefits (Open enrollment through retirement)
- Process all employee changes
- Communicate benefit information to all employees

Schleifring North America, LLC, Chelmsford, Massachusetts, March 2018 – November 2018

Human Resource Consultant

- Write and edit new company handbook.
- Implement new employee policies
- Write new accounting and foreign export policies
- Manage new hire and contractor hires
- Manage benefits and open enrollment
- Manage payroll
- Handle company travel arrangements
- Plan company events

Brooks School, North Andover, Massachusetts, 2000 – August 2017

Human Resource Manager/Business Office Manager

- Recruitment, administering, processing and evaluating employee benefits, customer support and hiring/termination processing.
- Negotiate Health Insurance Plans and Rates/Initiate open enrollment and Cobra
- Establish budget and salary increases.
- Supervise account receivable, payable, student services.
- Accounts receivable & payable processing.
- Campus wide purchase process management.
- Process and manage payroll.
- Policies and procedures

KGR, Inc., Lawrence, Massachusetts, 1989 – 2000 several positions held during this time.

Human Resource Generalist

- Handled health insurance negotiations

- Worked with Management on salary increases and budgets
- Policies and procedures
- Handbook updates according to Federal and State Employment Laws

Education & Skills

Castle Junior College, Windham, NH, Associates Degree, Business Administration

Software Knowledge: MS Word, MS Excel, Google Products, Senior Systems, ADP & Harpers Payroll, ConnectPay, SAP



City of Newburyport
Employment Contract
Between the City of Newburyport
And
Donna Drelick, Human Resources Director

This Agreement is made this 2nd day of August, 2021 by and between the Mayor (herein after Mayor) and Donna Drelick, Human Resources Director (herein after HR Director).

The Mayor and the HR Director hereby agree that the following terms and conditions shall govern, subject to annual appropriation, the salary and fringe benefits to which Donna Drelick shall be entitled as the HR Director for the City of Newburyport.

1. Term of Contract and Termination

A. Term of Contract and Probation Period

This agreement is for a term of three years commencing on August 2nd, 2021 and ending on June 30, 2024. This contract can be extended and amended with terms that are agreeable to the Mayor and the HR Director. This contract is also subject to amendment in the event of any significant changes in job responsibilities or duties.

If the HR Director decides to resign from the position at any time during the (3) year contract, the HR Director *shall* provide the City at least thirty (30) calendar days written notice of said resignation.

B. Disciplinary Action and Dismissal

The Mayor reserves and retains the right to discharge, suspend, or otherwise discipline for just cause the employee covered by this agreement. The Mayor shall provide the HR Director with written notification of any contemplated discipline or dismissal for just cause. The HR Director will be given a hearing concerning said reason or reasons for just cause termination.

C. Non-Reappointment

In the event that the HR Director is not to be reappointed, the Mayor shall ordinarily notify the HR Director, in writing, ninety (90) days in advance. Such notice shall be hand delivered to the HR Director with signed confirmation by the Mayor. The City shall provide one month severance pay to the HR Director if the ninety (90) days advance written notice of non-appointment is not provided by the Mayor to the HR Director.

D. Death During Employment

If the HR Director dies during the term of his employment, the City shall pay to the HR Director's estate all the compensation which would otherwise be payable to the HR Director up to the date of the HR Director's death, including, but not limited to unused vacation, payment for any eligible sick leave buy-back, personal days, and holidays.

2. Hours of Work

The HR Director is a salaried position requiring at least a 35-hour work week. The HR Director agrees to devote the amount of time and energy that is reasonably necessary to faithfully perform the duties of HR Director under this contract. To perform his/her duties and obligations effectively, the HR Director will be required to attend meetings, and participate in community activities. During such activities, he/she shall be considered working. In any event, it is expected that the HR Director will spend as much time as necessary or reasonable required to assure the efficient operation of this Department.

It is recognized that the HR Director must devote time outside the normal office hours to the business of the City, and, to that end, the HR Director shall be allowed to take compensatory time off subject to the approval of the Mayor during said office hours at such time which the HR Director determines will not adversely impact HR operations.

3. Essential Functions

The HR Director performs the duties of the position as specified in the City ordinances and as specified in Job Description.

4. Indemnification

To the extent allowed under M.G.L. c. 258, the City shall defend, save harmless and indemnify the HR Director against tort actions, professional liability claims or demands or other civil or non-criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties as a HR Director of the Human Resources Department.

5. Life Insurance

The HR Director shall be eligible for all life insurance benefits for which other employees are eligible. This represents a life and accidental death & dismemberment insurance policy of \$5,000.00. The City agrees to contribute towards the cost of such life insurance programs an amount or percentage not less than the highest applicable amount or percentage available to any employee.

6. Compensation

A. Salary

The HR Director currently receives \$95,500 annually. Subject to annual appropriation, the HR Director will receive a 2.0% Cost of Living Adjustment for each subsequent year per the schedule below.

Fiscal Year	HR Director Salary
FY 2022	\$95,500
FY 2023	\$97,410
FY 2024	\$99,358

Health and Dental Benefits

The HR Director is eligible for all health insurance benefits in accordance with the agreement negotiated the City and the Public Employee Committee (PEC agreement) pursuant to MGL Chapter 32B, Section 19.

Professional Development

The Mayor and the HR Director will identify professional development trainings appropriate for skill development and enhancement.

Subject to an available appropriation and approval by the Mayor for travel and per diem expense, the City will reimburse the HR Director for the of short courses, institutes, and seminars that in the Mayor's or HR Director's reasonable judgment, are necessary for professional development.

7. Longevity

The HR Director hereby waives any claim to longevity payment.

8. Equipment

The City will provide the following equipment to support the Position Title in the fulfillment of their duties:

Equipment
Cell Phone
Lap top

9. Vacation, Personal, Bereavement, Sick, and Jury Duty

B. Vacation

The HR Director will be entitled to four (4) weeks' vacation, each Fiscal Year. Vacation for the fiscal year is accrued monthly beginning on July 1 of that Fiscal Year. With the Mayor permission, the HR Director may carry over ten (10) days of unused vacation from one fiscal year to the next. Upon termination of employment, the HR

Director shall be paid for any unused vacation previously accrued. If termination is caused by death, such payment shall be made to the HR Director's spouse or beneficiary.

C. Personal

The HR Director shall be entitled to four (4) personal days per Fiscal Year. Unused personal days shall not be carried from year to year. Personal days are not cumulative from one Fiscal Year to the next and unused amounts are not eligible for buy-back upon retirement or termination of employment.

D. Bereavement Leave

The HR Director shall be entitled to five (5) days of paid bereavement time, without loss of pay, vacation, or other leave. This time off will be granted upon the death of an immediate family member (spouse, parent, child, step-child, foster-child, brother, sister, mother and father in-law, grandmother, grandfather, spouse's mother father grandmother, grandfather). Should the death occur during the HR Director's scheduled vacation or days off, then the five (5) days of bereavement leave will be substituted for said vacation or days off, and the vacation.

E. Sick Leave

The HR Director has accumulated sick leave and will continue to accumulate one (1) day of sick leave each month. Sick leave is cumulative and carried forward from one Fiscal Year to the next. Upon retirement, the HR Director will be paid 50% of the number of unused sick days with a maximum of days paid not to exceed ninety (90) days. There will be no buy-back of sick leave if the employee resigns or is terminated.

F. Jury Duty

If the HR Director is requested for Jury Duty, he/she shall be given the time off without the loss of pay.

10. Holidays

The HR Director shall be entitled to twelve (12) paid holidays. These are:

1. New Year's Day,	7. Labor Day
2. Martin Day King Day	8. Columbus Day
3. Washington's Birthday	9. Veteran's Day*
4. Patriot's Day	10. Thanksgiving Day
5. Memorial Day	11. Day after Thanksgiving
6. Independence Day	12. Christmas Day
13. Juneteenth	


*Veteran's Day is only a Holiday if it falls on Monday, Tuesday, Wednesday, Thursday, or Friday.

11. Other

Other information and guidance for the HR Director *not* covered in this Agreement can be found in the Employee Handbook.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal to this instrument the date and year first above written.

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



Signature

Date 8/2/2021

HR Director
Donna Drelick
8 Chadwick St.
Methuen, MA 01844



Signature

Date 8-2-21

Committee Items- September 13, 2021 Planning & Development

In Committee:

- APPT269_08_30_2021 Elisabeth M. DeLisle, (reappointment) Planning Board
- APPT270_08_30_2021 Heather Rogers, Planning Board
- APPT271_08_30_2021 Brian Raiche, Affordable Housing Trust
- ORDR273_08_30_2021 PR Acceptance for 342 Merrimac St
- COMM338_08_09_2021 Blight at State & High, Abandoned Global Oil Service Station
- ODNC087_08_09_2021 Municipal Facility Reports
- ODNC088_08_09_2021 Municipal Building Procurement



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

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

To: President and Members of the
City Council
From: Donna D. Holaday, Mayor
Date: August 17, 2021
Subject: Appointment

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

Elisabeth M. DeLisle
50 Woodland Street
Newburyport, MA 01950

RECEIVED
CITY CLERK'S OFFICE
AUG 18 2021

011 011 011

ELISABETH M. DELISLE

50 Woodland St., Newburyport, MA 01950
617.460.5502

elisabeth.m.delisle@gmail.com

PROFESSIONAL EXPERIENCE:

Law Offices of Jeffrey L. Roelofs, Newburyport, MA

Of Counsel

July 2013 – Present

- Conducts legal research regarding various environmental law and land use related topics.
- Represents clients on environmental law matters including enforcement compliance issues and M.G.L. Chapter 21E cost recovery and property damage claims.
- Assisted significant Massachusetts residential and commercial developer in obtaining approvals for projects involving M.G.L. Chapter 40B.

Foley Hoag, LLP, Boston, MA

Associate, Administrative Law Department, Environmental Law Group

Sept. 2003 – July 2012

- Represented private and public clients on a broad array of litigation and compliance matters involving state and federal environmental laws and regulations, including the Clean Air Act, the Clean Water Act, CERCLA, M.G.L. Chapter 21E, NEPA, and MEPA.
- Litigation responsibilities included: drafting and editing pleadings, motions, memoranda and briefs; conducting all aspects of discovery, including drafting and responding to interrogatories and requests for production, reviewing documents for responsiveness, confidentiality and privilege, and preparing and deposing witnesses; preparing for and assisting in trial of cases.
- Transactional experience includes: conducting due diligence and handling permitting aspects of dispositions and acquisitions of facilities; reviewing environmental site assessments and compliance audits; advising clients regarding environmental risks associated with transactions; negotiating with opposing counsel to minimize environmental risk to client; reviewing and drafting environmental provisions of transaction documents, including environmental representations and warranties and indemnification provisions.
- Assisted clients with respect to environmental permitting matters, including reviewing and commenting on draft permits, appealing permits to administrative tribunals and representing clients in related proceedings in federal court.
- Provided compliance advice to industrial clients, including electric generating facilities.
- Communicated extensively with clients, state and federal regulators and opposing counsel. Supervised the work of junior associates and paralegals.

Business and Professional People for the Public Interest, Chicago, IL, *Legal Intern*

Summer 2001

- Conducted extensive legal research and completed writing assignments on Chicago-area transportation issues.
- Wrote memoranda analyzing various requirements for environmental impact statements under NEPA.

Jenner & Block, Chicago, IL, *Project Assistant*, Environmental Law Department

1998-2000

- Researched topics including environmental audit laws, brownfields programs, and natural resource damage claims.

EDUCATION:

University of Chicago Law School, J.D. 2003

Vice President, Environmental Law Society; Mandel Legal Aid Clinic; Member, *The University of Chicago Legal Forum*

Middlebury College, B.A., Environmental Studies, 1998

Concentration in Conservation Biology; Departmental High Honors; Honors Thesis; Dean's List; College Scholar

BAR ADMISSIONS AND INVOLVEMENT:

- Admitted to the following bars: Massachusetts; United States District Court for the District of Massachusetts; United States Court of Appeals for the First Circuit; United States Court of Appeals for the Fourth Circuit.
- Co-chair of Boston Bar Association's Environmental Law Section Public Policy Committee, 2012-2014.



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

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

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

WED AUG 19 11 51 AM

To: President and Members of the
City Council

From: Donna D. Holaday, Mayor

Date: August 19, 2021

Subject: Appointment

I hereby appointment, subject to your approval, the following named individual as a member of Planning Board. This term will expire on September 15, 2026.

Heather Rogers
15 Strong Street
Newburyport, MA 01950

Dear Mayor Holaday,

August 13, 2021

I would welcome the privilege of a your appointment to the Planning Board, as I would look forward to an opportunity to serve my community alongside other volunteers, in the hopes that my personal and professional experience and passion may be valuable in the land use planning of our City - one application at a time.

Thank you,
Heather Rogers

Heather Rogers

15 Strong St, Newburyport, MA 01950 | 978.621.1607 | Heather@Newburyport.com

SUMMARY

I swiftly built a strong and reputable career in real estate out of necessity to care for my three children. Choosing real estate met me exactly where I needed to be at this point in my life, it allows me fulfilling personal interactions, it inspires the problem solver in me and gives me satisfaction knowing I am helping people find their next home and fulfill their own desires to own a home. In my spare time I enjoy summers in Greater Newburyport boating with my children or sitting on the beach with friends and in the winter my boys and I spend many weekends skiing. I live along the rail trail and enjoy the daily sights and sounds of folks passing by. Now that my children are older teenagers I am able to contribute more time to our community.

ACCOMPLISHMENTS

I currently serve on the Board of Directors of our Greater Newburyport Realtors Assoc and also the Jeannie Geiger Development Committee.

EXPERIENCE

2018-present Top Producing realtor at Bentley's Real Estate

2016-2018 realtor at REMAX On the River

2014-2016 realtor at REMAX Main St Associates

EDUCATION

1995 Bachelors in Psychology, Honor Society from UMASS Lowell

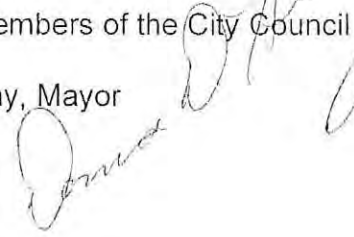
1989 Graduated High School, Pentucket Regional High School



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

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

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: August 24, 2021
Subject: Appointment



I hereby appoint, subject to your approval, the following named individual as a member of the Affordable Housing Trust. This term will expire on September 15, 2023.

Brian Raiche
223 Low Street
Newburyport, MA 01950

RECEIVED
AUG 25 2021



BRIAN RAICHE

Realtor®

PROFILE

I pride myself on using my Real Estate business skills to help people find shelter that had none: Assisting women and children who needed a safe place to shelter; Working with local governments and non-profits to make sure housing laws were fairly applied to people in need. I serve at Bread of Life food ministry in Malden and serve as the Chair of the Board of Urban Bridges in Haverhill- a non-profit center for women and children.

CONTACT

PHONE:
978-457-2198

WEBSITE:
www.BrianRaicheHomes.com

EMAIL:
brian.raiche@comcast.net

AFFILIATIONS

Urban Bridges, Haverhill
Dinah's House, Haverhill
Bread of Life, Malden
Reading Clergy Association
Episcopal Diocese of Massachusetts

EDUCATION

University of Toronto
M.Div. 1995

Catholic University America
M.A. 1993

Rensselaer Polytechnic Institute (RPI)
B.S. 1998

WORK EXPERIENCE

William Raveis Real Estate- Newburyport
May 2017- Present
Residential Real Estate Agent.
Top Producer.

Coverage areas: Newburyport, West Newbury, Newbury, Amesbury, Salisbury; Haverhill.

Church of the Good Shepherd- Reading
August 2016- Present
Currently serving as Rector.

Keller Williams Real Estate- Newburyport
April 2007- May 2017
Residential Real Estate Agent

LICENSING

Licensed in Massachusetts, New Hampshire and Maine.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 30, 2021

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

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of a perpetual Preservation Restriction (PR) between the City, acting through the Newburyport Historical Commission ("Grantee"), and the Whitmore-Currier Condominium, Daniel J. Lynch, Trustee, and Daniel J. Lynch and Judith S. Lynch as owners of Whitmore Currier Condominium Unit 342 (together "Grantor"), for the property located at 342 Merrimac Street, said PR to be substantially in the form attached hereto, and as further reviewed and approved by the Massachusetts Historical Commission (MHC) and Newburyport Historical Commission (NHC); and

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

Councilor Heather L. Shand

PRESERVATION RESTRICTION AGREEMENT

between

The Whitmore-Currier Condominium, Daniel J. Lynch, Trustee, and Daniel J. Lynch and Judith S. Lynch

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this ___ day of _____ 2021 by and between the Whitmore-Currier Condominium, Daniel J. Lynch, Trustee, and Daniel J. Lynch and Judith S. Lynch as owners of Whitmore-Currier Condominium Unit 342 (together "Grantor"), and the CITY OF NEWBURYPORT ("**Grantee**"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 ("**Commission**"),

WHEREAS, the Whitmore-Currier Condominium through the Whitmore Currier Condominium Trust, under Declaration of Trust dated May 24, 1989, and recorded with the Essex South Registry of Deeds in Book 10011, Page 221 as amended and further evidenced by the Amended and Restated Master Deed (the "Master Deed") of Whitmore-Currier Condominium dated January 14, 2021 in the Essex South Registry of Deeds in Book 39414, Page 466 is owner of the Common Area of the aforesaid Condominium (the "Common Area") as described in the Master Deed and in Exhibit A attached hereto and incorporated herein; and

WHEREAS, Daniel J. Lynch and Judith S. Lynch, husband and wife, as tenants by the entirety, are owners of Whitmore-Currier Condominium Unit #342 ("Unit #342") as described in a Deed dated January 19, 2021, and recorded with the Essex South Registry of Deeds in Book 39414, Page 511, and as further described in the Master Deed, and as depicted on a plan titled "Whitmore-Currier Condominium Phase 1 Site Plan — 342 Merrimac Street — Newburyport, Massachusetts prepared for Dan Lynch" prepared by Waypoint Surveying Services, dated January 6, 2021 and recorded with the Essex South Registry of Deeds in Book 39414, Page 482, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Plan"); and

WHEREAS, Unit #342 and the portions of the Common Area defined as the Exclusive Use Area of Unit 342 (EUA 342 and EUA 342 DECK) (Unit #342 and the Exclusive Use Area of Unit 342 comprising together the "Property") are described in the Master Deed and depicted on the Plan; and

WHEREAS, the Property is improved by a building thereon known as, Unit #342 the Jacob Whitmore House, referred to hereinafter as "the Building" and an outbuilding also referred to as a shed or barn, described as follows:

A two-story, side-gable example of a Federal-style house. A heavy brick chimney is centered on the roof ridge. It is believed that this house was updated in the mid-19th century, resulting in ornamental details which reflect the later Greek Revival style. The main building block rests on a stone foundation, and the two-story ell rests on a brick foundation. The walls are clad in wood clapboard siding spaced approximately 4" to the weather, some of which have been replaced. The building's corners are articulated with broad 16" wide pilasters with recessed panels and denticulated capitals. The roof is clad in asphalt shingles (likely wood shingles originally).

The Front Elevation:

As is typical of many Federal houses, the front elevation is five bays wide and symmetrically arrayed with a center entrance. The front entrance has what appears to be a replacement wood six-panel door flanked by partial sidelights and pilasters with recessed panels. The entrance lintel is unadorned, possibly due to the addition of the bay on the second story which is supported by square columns that rest on modern stone and concrete piers. According to the 1980 version of the Form B, this bay was added in the early-20th century. The Main Roof Cornice is made up of a 5-inch Frieze Board, Bed Molding, +/- 8" Soffit and 6" Fascia/Crown Detail. Older wooden shutters flank the front windows and triple window in the upper bay.

The West Side Elevation:

The main roof rake boards project off of the side of the building in a similar manner as the front cornice at +/-8", with similar Frieze/Bed/Soffit/Fascia/Crown detailing. Clapboards and window casings are detailed the same as at the front façade, and the Ell Addition matches this same detailing, as well. The Fascia detail changes along the rear ell to include an aluminum gutter and downspout. At the very rear of the West Side Elevation is a two-story shed-roofed unheated storage building. The simple 1-piece Rake board is flush with the side of the building here. An 8-light door with a makeshift overhang serves as an entrance to this structure, and windows on the second floor are 4-light fixed sashes – single pane.

The East Side Elevation:

The main roof rake boards project off of the side of the building in a similar manner as the front cornice at +/-8", with similar Frieze/Bed/Soffit/Fascia/Crown Detailing. Clapboards and Window Casings are detailed the same as at the front façade. Unique to this elevation is its side entrance door with 4-light transom, recessed-panel pilasters, heavy frieze and projecting cornice detail. A Second-Story Pressure Treated Deck stands behind the main structure.

The Rear Elevation:

The prominent features of the rear elevation include the second-story pressure treated deck and a patio area and lower deck beneath and to the rear of this structure. The rear of the home also features an eighteen-foot wide shed dormer at the third story on the east side of the main roof, and the gabled Ell Addition with flat rake board on the west side of the main structure. The two-story shed-roofed storage structure protrudes roughly five feet in front of this gabled Ell Addition, and a pressure-treated stairway runs along the face of this storage structure from the second-story deck down to the driveway on the west side. An 1880 "bird's eye view suggests that the two-story rear ell may date to at least the mid-19th century, with the other rear additions dating to the 20th century. The rear shed dormer at the third floor was added in 1980.

Front and Side Window Details:

Fenestration on the front and side elevations includes wood 6/1 double-hung windows on the first story and wood 6/6 double-hung windows on the second and third story. The house likely originally had wood 6/6 windows throughout. The windows are framed by unique top and side casings that incorporate inside and outside bands that reflect the recessed panel detail of the corner pilasters. Sills are 2" Historic extending slightly beyond the 4 1/2" Side Casings.

The Outbuilding:

The Property includes a 1 1/2-story outbuilding that rests on brick piers and is clad in painted wood shingles. The origins of this building are unknown. The Newburyport National Register District nomination calls it a shed and gives it a date of ca. 1845, but it is not shown on the 1851 Plan of Newburyport. It may be a remnant of the taller outbuilding with smokestack seen in the 1880 "bird's-

eye view”. The structure is a gable form with flat rakes and simple trim. On the South Side facing the driveway, a sliding barn door accesses the building on the first floor and a single-pane 9-light fixed sash window lies atop at the second-floor level, centered on the gable. A nearly-flat-roofed shed dormer of approximately 14 feet in length sits atop the east side of the structure, and a sliding French Door accesses a pressure-treated deck to the east side of the building. This door, along with the 1/1 wooden double hung windows elsewhere were added in the 1980’s at the time that the dormer was added to the rear of the main house. The North side of the outbuilding is a gable with the same shingles and windows, and the east face is a dilapidated mix of asphalt siding and wooden shingles.

WHEREAS, the cultural, historical and architectural significance of the Building emanates from its construction ca. 1785, and its location as a contributing property within the Newburyport Historic District, listed in the State and National Registers of Historical Places on August 2, 1984. The Building is important for its associations with the social and religious history of Newburyport, and to the public’s enjoyment and appreciation of Newburyport’s architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (together the "Baseline Documentation") attached hereto and incorporated herein by reference as Exhibits A, B, C, D, E, and F; and

WHEREAS, the Baseline Documentation shall consist of the following:

1. Legal Property Description of Whitmore-Currier Condominium (Exhibit A)
2. Recorded Plan recorded in Essex South Registry of Deeds in Book 39414, Plan 482 (Exhibit B)
3. Newburyport Assessor’s Parcel Map of Whitmore-Currier Condominium (Exhibit C)
4. A set of 14, (fourteen) exterior photographs of the Building taken July 2020 (Exhibit D)
5. Massachusetts Historical Commission Inventory Form B dated October 2017 prepared by Eric Dray (Exhibit E)
6. Restoration Plans titled “Preliminary Pricing Set”, Sheets D2 and A2, dated June 15, 2020, recorded as part of the Special Permit Decision File No. 2020-SP-12 recorded in Essex South District Registry of Deeds in Book 38916, Page 462 and Special Permit Restoration Stipulations (Exhibit F).

WHEREAS, the Building is in need of preservation and restoration;

WHEREAS, as a condition of Special Permit Decision File No. 2020-SP-12 issued by the City of Newburyport Planning Board on July 1, 2020 and recorded in the South Essex Registry of Deeds Book 38916 Page 462 (“Special Permit”) and which includes the restoration of the Building and permits the construction of an additional building at the rear of the Property facing Merrimac Street the Grantee has approved the proposed changes to the Building and the Property which proposed changes are documented in the set of plans and drawings (“Grantor’s Plans”) referenced in the Special Permit said referenced plans and drawings are all incorporated into this Restriction by this reference. Copies of Plan Sheets “D2 — Existing Elevations (Showing Demolition Items) and A2 — Proposed Exterior Elevations of Grantor’s Plans as well as the stipulations or Special Condition 2 of the Special Permit relating to the restoration of the exterior of the Building are attached hereto and incorporated herein by reference as Exhibit F.

WHEREAS, the Grantor in further consideration of the receipt of said Special Permit and to ensure the preservation of the aforementioned Building in accordance with the Restoration Plans attached as Exhibit F,

agrees and desires, to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building;

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act");

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Newburyport and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40, Section 8D authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Property and exterior of the Building to be administered, managed and enforced by the Commission.

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained forever substantially in its current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit G and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building or the Property.

3. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that existing following the substantial completion of restoration work to be completed according to Grantor's Plans and all stipulations and condition of the Special Permit. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

4. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Commission; and
- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, and except as set forth in the Special Permit and Grantor's Plans, the Grantor shall not alter the Building without prior express written approval of the Commission. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of paragraph 3, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit G), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:
 - (i) are permitted by governmental statute or regulation;
 - (ii) do not substantially impair the preservation values of the Building and Property; and
 - (iii) are not inconsistent with the Purpose of this Restriction;
 - (iv) without further approval, are in conformance with Grantor's Plans attached hereto as Exhibit F.
- b. pursuant to the provisions of Paragraph 3, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the

appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of paragraphs 2, 5, and 7.

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, Grantor and Grantee may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: The Whitmore-Currier Condominium Trust and Dan and Judy Lynch
 c/o Lisa Mead, Mead, Talerman & Costa, LLC
 30 Green Street
 Newburyport MA 01950

Grantee: City of Newburyport
c/o Newburyport Historical Commission
City Hall
60 Pleasant Street
Newburyport, MA 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Building and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to complete the restoration of the Building strictly according to Grantor's Plans, may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building, repayment of the Funds, and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building or Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and

all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Newburyport, and the Newburyport Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex District Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.

28. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and

the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

29. Subordination of Prior Liens: Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Restriction other than the following: Mortgage granted by Daniel J. Lynch and Judith S. Lynch to Institution for Savings in Newburyport and Its Vicinity, 93 State Street, Newburyport, MA recorded with Essex North District Registry of Deeds in Book 39570, Page 213. The Institution for Savings in Newburyport and Its Vicinity has subordinated its mortgage to this Restriction with the Assent attached hereto and recorded herewith as Exhibit H. Grantor agrees not to enter into or permit other mortgagees, liens, or leases affecting the Property prior in right to this Restriction.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Grantor sets its hand and seal this ____ day of _____, 2021.
By:

GRANTOR:

Daniel J. Lynch, Trustee
Whitmore-Currier Condominium

Daniel J. Lynch
Owner, Whitmore-Currier Condominium Unit #342

Judith S. Lynch
Owner, Whitmore-Currier Condominium Unit #342

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Daniel J. Lynch as Trustee of the Whitmore-Currier Condominium, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____,ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Daniel J. Lynch as Owner of Whitmore-Currier Condominium Unit #342, proved to me through satisfactory evidence of identification, which was (a current driver’s license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____,ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Judith S. Lynch as Owner of Whitmore-Currier Condominium Unit #342, proved to me through satisfactory evidence of identification, which was (a current driver’s license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

Glenn Richards, duly authorized
Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

_____,ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Newburyport Historical Commission.

Notary Public
My Commission Expires:

ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on _____, 2021, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF NEWBURYPORT

By its Clerk

Richard B. Jones

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Newburyport

CITY OF NEWBURYPORT

Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Richard B. Jones, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Newburyport.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared, Donna D. Holaday, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Mayor of the City of Newburyport.

Notary Public
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: _____
Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

List of Exhibits / Attachments

Exhibit A: Legal Property Description of Whitmore-Currier Condominium

Exhibit B: Recorded Plan recorded in Essex South Registry of Deeds in Book 39414, Page 482

Exhibit C: Newburyport Assessor's Parcel Map of Whitmore-Currier Condominium

Exhibit D: A set of 14, (fourteen) exterior photographs of the Building taken July 2020

Exhibit E: Massachusetts Historical Commission Inventory Form B dated October 2017 prepared by Eric Dray

Exhibit F: Restoration Plans titled "Preliminary Pricing Set", Sheets D2 and A2, dated June 15, 2020, recorded as part of the Special Permit Decision File No. 2020-SP-12 recorded in Essex South District Registry of Deeds in Book 38916, Page 462 and Special Permit Restoration Stipulations

Exhibit G: Restriction Guidelines

Exhibit H: Mortgage Subordinations

EXHIBIT A

Legal Property Description of Whitmore-Currier Condominium

As described in Exhibit A of the Amended and Restated Master Deed of the Whitmore-Currier Condominium dated January 14, 2021 in the Essex South District Registry of Deeds in Book 39414, Page 466:

The land in Newburyport, Essex County, Commonwealth of Massachusetts as shown on a Plan entitled "Site Plan, 342 Merrimac St., Newburyport, MA for Barbara and John Schopfer, Scale 1"=20' May 25, 1989, prepared by Riverside Engineering Services, Inc., 205 Groveland St., Haverhill, MA,". Said land is further bounded and described as follows:

PARCEL ONE

Commencing at the Southerly corner thereof Merrimac Street by land now or formerly of J. Albert Rand; thence running North 30 degrees 45' West by said Street sixty and 23/100 feet to land now or formerly of George Menut; thence North 63 degrees 15' East by land now or formerly of said Menut one hundred fifty-one and 52/100 feet to other land now or formerly of said Menut; thence South 22 degrees 30' East by the last mentioned land seventy-two feet to a corner; thence South 70 degrees West by land now or formerly as said J. Albert Rand to the point of beginning.

PARCEL TWO

Land in said Newburyport shown on the above described plan. Beginning Northerly by Lot 11 as shown on said Plan 82.58 feet; thence Easterly by Merrimac Court 94.25 feet; thence Southerly 30.01 feet by land formerly of Rand, now of Currier; thence Westerly 70.37 feet by land of the grantee.

Said Plan recorded with the Essex South District Registry of Deeds at Plan Book 252, Plan 53.

EXHIBIT B

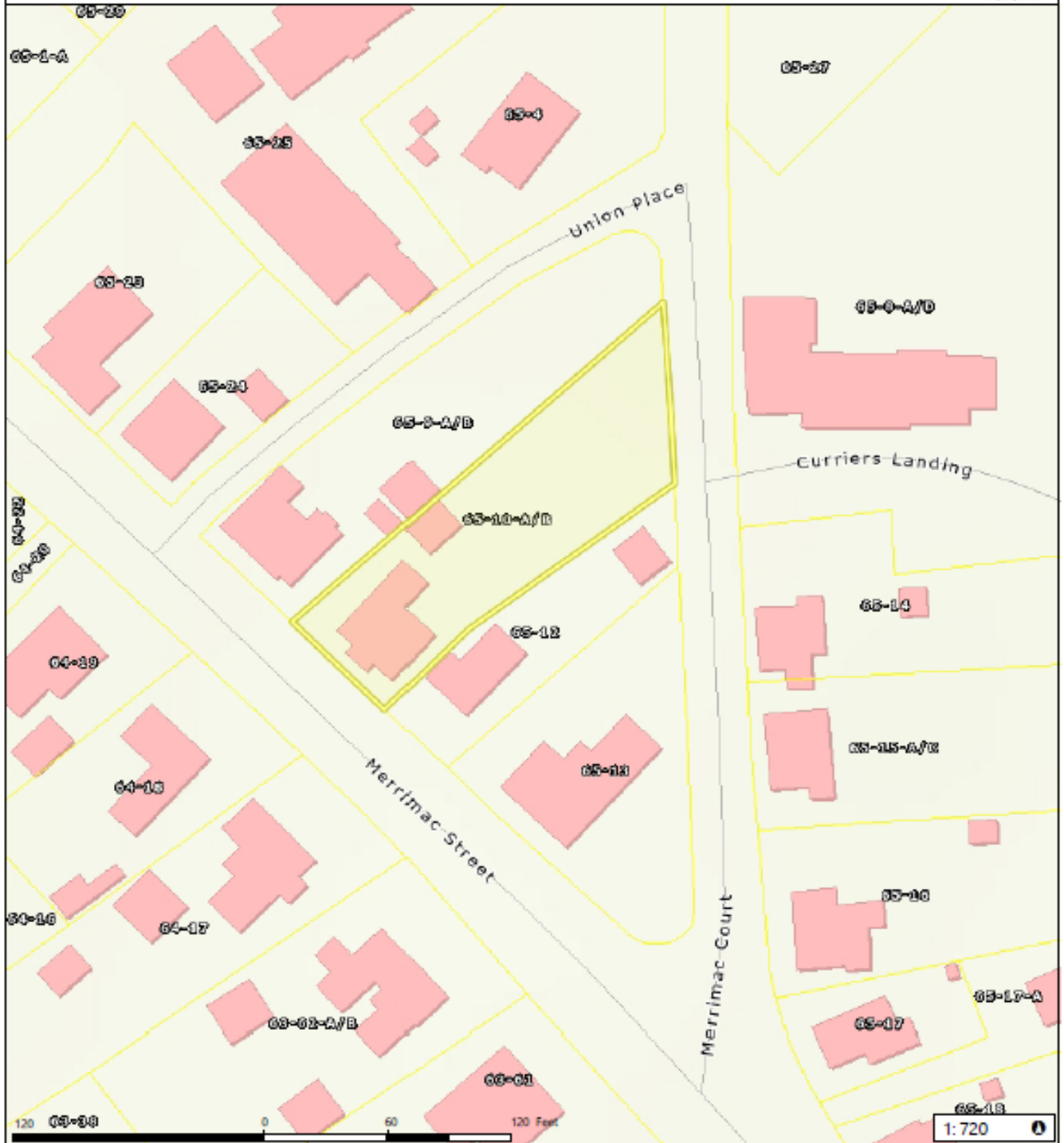
Recorded Plan recorded in Essex South Registry of Deeds in Book 39414, Page 482

EXHIBIT C

Newburyport Assessor's Parcel Map of Whitmore-Currier Condominium

City of Newburyport

03/21/2021



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



Legend

- Shaded Boundary (Pink for water)
- Scale
- North Arrow
- High Road
- Local Road
- Trail

1:720

Projection: NAD_1983_StatePlane_Massachusetts_Meters_FIPS_2001

© Merrimack Valley Planning Commission

EXHIBIT D

Exterior Photographs of the Building (July 2020)



1. South Facade



2. Front Entry, Sidelights, Panels, and Pilasters



3. South Façade



4. Fascia, Crown, Soffit, Frieze and Upper Corner Pilaster Detail



5. Fascia, Crown, Soffit, Frieze and Casing Detail



6. Fascia, Crown, Soffit, Frieze and Chimney Detail



7. West Façade – Corner Pilaster, Window Trim, Rake Detail



8. West Façade – Pilaster, Windows and Trim, Siding (Typ.)



9. West Façade – Pilaster, Windows and Trim, Siding, Rake and Return Detail



10. West Façade Windows, Trim, Siding and Rake Details.



10. East Façade



11. East Entry Door with Transom Window, Pilasters, Frieze, and Cornice Detail.



12. Corner Pilaster, Rake, Fascia and Return Detail



14. North Façade and Outbuilding

EXHIBIT E

Massachusetts Historical Commission Form B

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad Area(s) Form Number

85-10-173

Newburyport

NWB.1

NWB.272

Town/City: NEWBURYPORT

Place: (*neighborhood or village*): Merrimack Shipbuilding District

Photograph



Address: 342 Merrimac Street

Historic Name: Whitmore, Jacob House

Uses: Present: Residential

Original: Residential

Date of Construction: ca. 1785

Source: Deed research

Style/Form: Federal

Architect/Builder: Unknown

Exterior Material:

Foundation: Stone, brick

Wall/Trim: Wood clapboard/ wood

Roof: Asphalt shingles

Outbuildings/Secondary Structures:

1½-story outbuilding, possibly 19th c. (see Photo 3)

Major Alterations (*with dates*):

Rear elevation shed dormer (1980)

Extension of rear ell, exterior stairs and deck (dates unknown)

Condition: Good

Moved: no yes Date:

Acreage: 13,090 sq. ft.

Setting: This house is located on the east side of Merrimac Street near the banks of the Merrimack River. The house is set close to the street within a triangle formed by Merrimac Street, Merrimac Court and Union Place. This section of the street is densely built with 18th and 19th century houses, all set close to the street. This rectangular parcel extends from Merrimac Street to Merrimac Court. A short driveway is located along the north side of the house and a wood picket fence runs along the sidewalk.

Locus Map



Recorded by: Eric Dray, Preservation Consultant

Organization:

Date (*month / year*): October, 2018

INVENTORY FORM B CONTINUATION SHEET
MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

BREWSTER

342 MERRIMAC STREET

Area(s) Form No.

NWB.1

NWB.272

Recommended for listing in the National Register of Historic Places.

If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

This is a two-story, side-gable example of a Federal-style house. As is typical of many Federal houses, the front elevation is five bays wide and symmetrically arrayed with a center entrance. A heavy brick chimney is centered on the roof ridge. It is believed that this house was updated in the mid-19th century, resulting in ornamental details which reflect the later Greek Revival style. The main building block rests on a stone foundation, and the two-story ell rests on a brick foundation. The walls are clad in wood clapboard siding, some of which have been replaced. The building's corners are articulated with broad pilasters with recessed panels and denticulated capitals. The roof is clad in asphalt shingles (likely wood shingles originally). The roof has a slightly-projecting molded box cornice. The front entrance has what appears to be a replacement wood six-panel door flanked by partial sidelights and pilasters with recessed panels. The entrance lintel is unadorned, possibly due to the addition of the bay on the second story which is supported by columns that rest on modern stone and concrete piers. According to the 1980 version of this Form B, this bay was added in the early-20th century.

Fenestration on the front and side elevations includes wood 6/1 double-hung windows on the first story and wood 6/6 double-hung windows on the second and third story. The house likely originally had wood 6/6 windows throughout. The windows are set in frames that reflect the recessed panel detail of the corner pilasters. The rear elevation has a complicated mix of ells/addition (see Photo 3). An 1880 "bird's eye view" (see attached) suggests that the two-story rear ell may date to at least the mid-19th century, with the other rear additions dating to the 20th century. The rear shed dormer was added in 1980.

The property includes a 1½-story outbuilding that rests on brick piers and is clad in painted wood shingles. The origins of this building are unknown. The Newburyport National Register District nomination calls it a shed and gives it a date of ca. 1845, but it is not shown on the 1851 Plan of Newburyport (see attached). It may be a remnant of the taller outbuilding with smokestack seen in the 1880 "bird's-eye view" (see attached).

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

(This Historical Narrative is adapted and expanded from the 1980 version of this Form B and Area Form NWB.1)

This house is located within the Merrimack Shipbuilding District Area Form (NWB.1). This area was part of the Town of Newbury until 1851. In that year, Newburyport was incorporated and the district north of Oakland Street was annexed to Newburyport. During the second half of the 19th century, most of the shipyards in active operation were located within the Merrimack Shipbuilding District. Residential development during the late-18th and 19th centuries along Merrimac Street and the streets running from Merrimac Street toward High Street were closely associated with the shipyards. Shipbuilding remained a prosperous industry until the late-19th century.

According to the 1980 Form B, George Burroughs, a tanner, who invested heavily in land in this area, sold this parcel of land to Jacob Whitmore in 1785. Jacob Whitmore built this house shortly thereafter. The house is located in the heart of what was then Newbury's shipbuilding district and Whitmore was likely employed in the shipyards. Whitmore sold this house to Caleb Brown in 1826. Brown was a blacksmith who invested in several nearby homes during that period.

Later this house was sold to John Currier, Jr. who established a shipyard on a large tract of land he owned east of his house. He launched almost one hundred ships between the years of 1831 and 1884. His shipyard included two launching ways, a saw mill, two-story workshop with a mold loft, and a blacksmith shop. Mr. Currier had a reputation as a builder of some of the finest sailing vessels. The *Boston Traveler*, on August 8, 1860, stated, "Among shipbuilders, John Currier, Jr., of Newburyport stands

Continuation sheet 1

INVENTORY FORM B CONTINUATION SHEET
MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

BREWSTER

342 MERRIMAC STREET

Area(s) Form No.

NWB.1

NWB.272

conspicuous. His reputation both at home and in Europe as a capable shipbuilder and as an honest man is without rival." Two of Mr. Currier's notable vessels included the 1,847 ton *John Currier*, which was built in 1882 and was the largest sailing ship built on the Merrimack, and the 1,575 ton *Mary L. Cushing*, which was built in 1883 and was the last square-rigged sailing vessel to be built in Massachusetts. Currier retired in 1884 and passed away in 1887. His son, author and historian John J. Currier, worked for many years in the counting room of the Currier shipyard. Prior to 1872 this house was sold to John Merrill, a ship carpenter. The house remained in the Merrill family until 1913 when Mary S. Merrill sold the property to Mary C. Sawyer.

The house and outbuilding are listed as contributing resources in the Newburyport National Register District, established in 1984.

BIBLIOGRAPHY and/or REFERENCES

1851 Plan of Newburyport, Mass. H. McIntire

1880 Bird's eye view, E. H. Bigelow

Cheney, Robert, *History of Merrimack River Shipbuilding*, Newburyport 1964

www.clipperheritagetrail.com/tour_alongwatersedqe.php#09

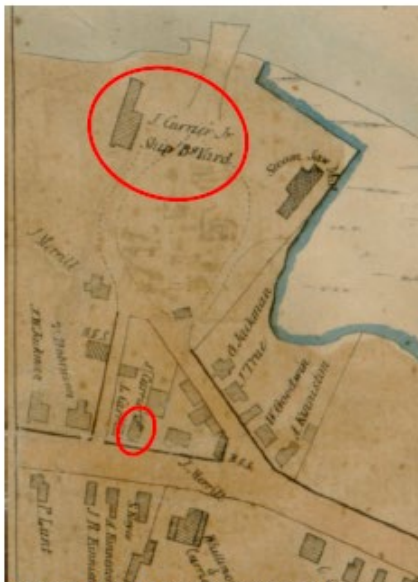


Photo 2. View looking east.

Continuation sheet 2



Photo 3. View of rear elevation and outbuilding, looking west.



Detail of 1851 Plan of Newburyport.



1880 "Bird's eye view".

EXHIBIT F

Grantor's Approved Plans and Newburyport Historical Commission Conditions from Special Permit

Existing Elevations
(Showing Demolition Items)

Address and Showing: 3142 Main Street
Newburyport, MA 01950

Project No. 1009
Scale: 1/4" = 1'-0"

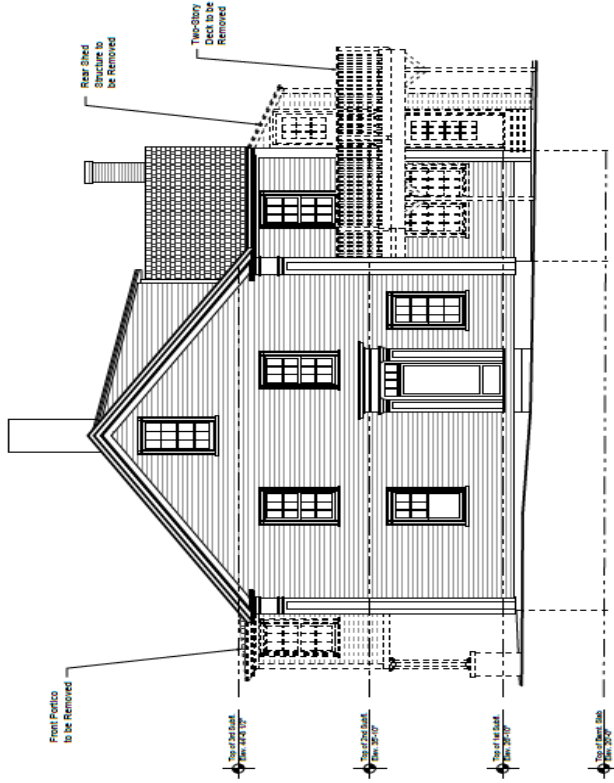
Date: June 15, 2020

EXISTING
CONDITIONS

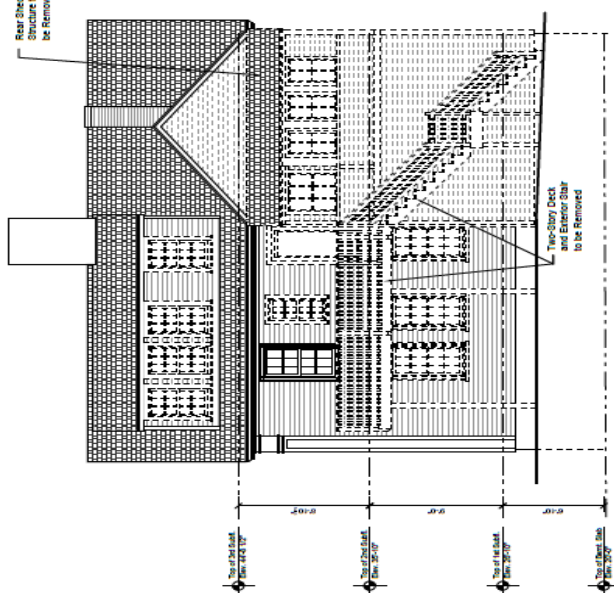


KEERY
437 Main Street
Newburyport, Massachusetts 01950

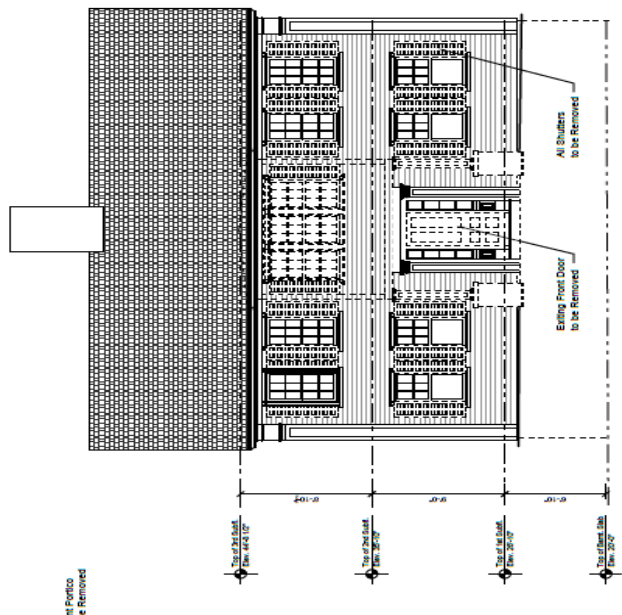
1	05/11/20	Model Reviewed/Updated Client/Owner Review
2	05/11/20	Revised Scope of Conditions
3	05/11/20	Revised Scope of Conditions



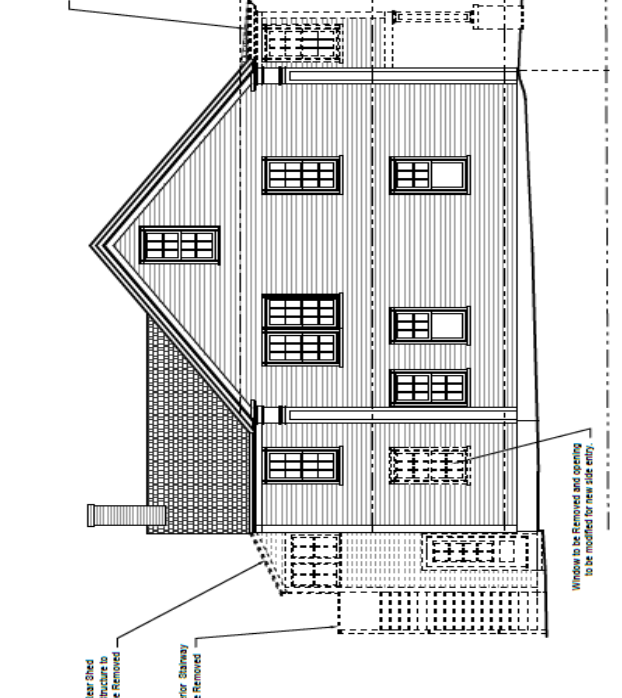
Existing North Elevation
Scale: 1/4" = 1'-0"



Existing East Elevation
Scale: 1/4" = 1'-0"

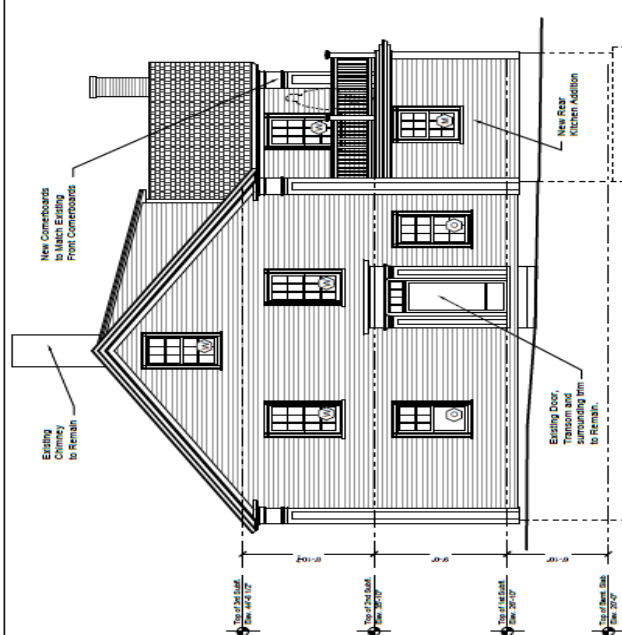


Existing West Elevation
Scale: 1/4" = 1'-0"

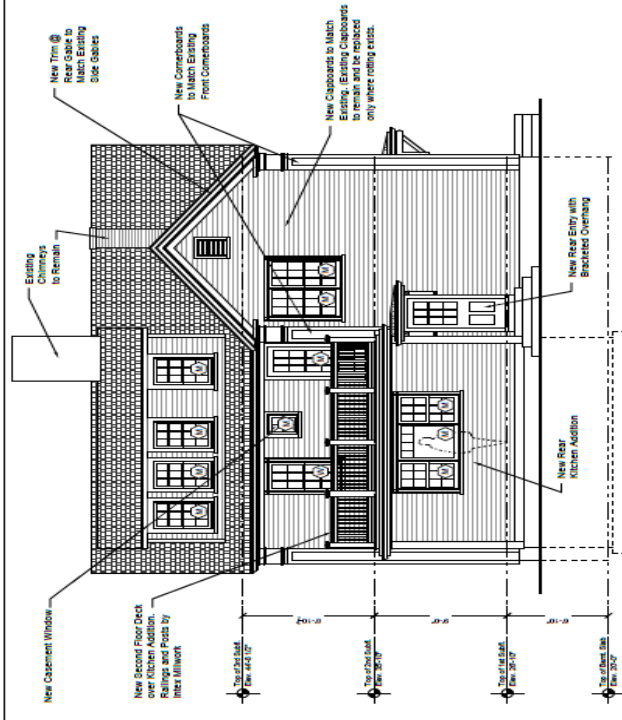


Existing South Elevation
Scale: 1/4" = 1'-0"

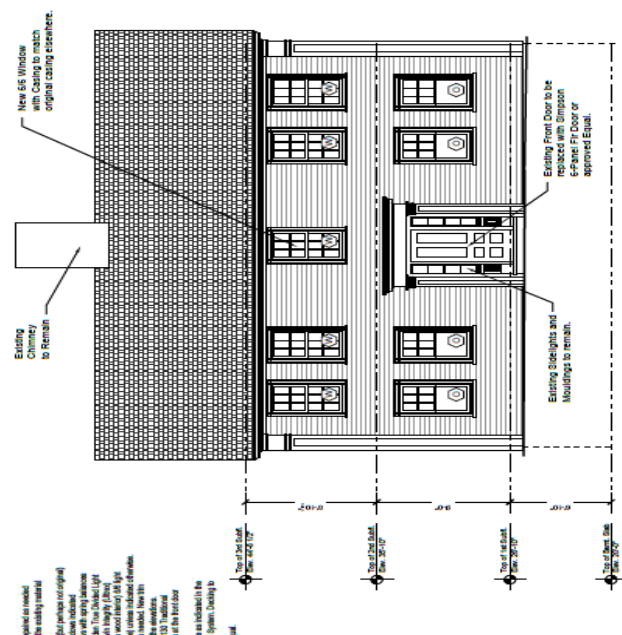
PROJECT NO.	100019
DATE	JUNE 15, 2020
SCALE	1/4" = 1'-0"
DRAWN BY	JML
CHECKED BY	JML
PROJECT NAME	3425 WESTHURON DRIVE NEWBURGH, NY 10950
PROJECT OWNER	DAN AND JUDY LYNCH



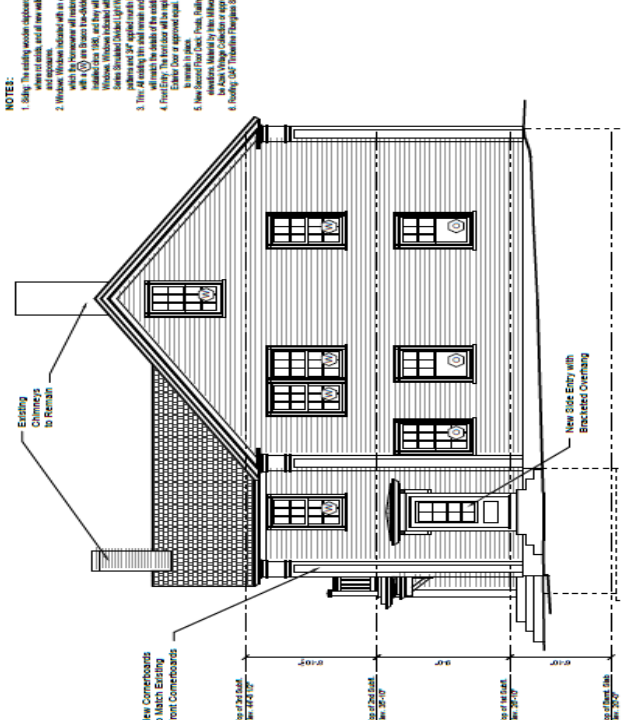
Proposed East Elevation
Scale: 1/4" = 1'-0"



Proposed North Elevation
Scale: 1/4" = 1'-0"



Proposed South Elevation
Scale: 1/4" = 1'-0"



Proposed West Elevation
Scale: 1/4" = 1'-0"

- NOTE:**
1. Siding: The existing wooden approach will remain and be repaired as needed. New vinyl or wood siding will be installed to match the existing material. Existing windows will be replaced with new vinyl windows. Windows with wood trim will be replaced with new vinyl windows with wood trim. Windows with wood trim will be replaced with new vinyl windows with wood trim.
 2. Windows: Windows indicated with a (C) are side window (24" x 36") or original windows with wood trim. Windows indicated with a (W) are new windows (24" x 36"). Windows indicated with a (D) are new double doors (24" x 36"). Windows indicated with a (S) are new side windows (24" x 36"). Windows indicated with a (T) are new transoms (24" x 36"). Windows indicated with a (B) are new bricked overhangs (24" x 36").
 3. Trim: All window and door trim will be replaced with new wood trim. New trim will match the existing trim as indicated. For windows, the trim will be replaced with a 1 1/2" x 3 1/2" x 3 1/2" trim. For doors, the trim will be replaced with a 1 1/2" x 3 1/2" x 3 1/2" trim. For bricked overhangs, the trim will be replaced with a 1 1/2" x 3 1/2" x 3 1/2" trim.
 4. Front Entry: The front entry will be replaced with a new 1 1/2" x 3 1/2" x 3 1/2" front entry. The front entry will be replaced with a new 1 1/2" x 3 1/2" x 3 1/2" front entry. The front entry will be replaced with a new 1 1/2" x 3 1/2" x 3 1/2" front entry.
 5. New Second Floor Deck: Deck, Balgates and Railings will be as indicated. The deck will be replaced with a new 2" x 6" x 8" deck. The deck will be replaced with a new 2" x 6" x 8" deck. The deck will be replaced with a new 2" x 6" x 8" deck.
 6. Roofing: GAF Timberline Heritage Single-ply or approved equal.

EXHIBIT F

Requirements of the Newburyport Historical Commission for the Restoration of the Exterior of the Building as specified in the stipulations of Special Condition 2 of the Special Permit.

All of the following architectural elements shall be maintained and preserved in accordance with the Plans included above as part of this Exhibit F:

- All the exterior historical features reflecting the Greek revival renovation carried out in 1842 shall be restored through repair or replacement in kind. No doors or window openings (except as noted below) are to be altered all in accordance with the Plans dated June 15, 2020 titled "Proposed Exterior Elevations" and "Demolition Elevations" by Keery Design LLC (collectively the "Plans") as included above.
- The front 'portico' shall be removed, and the front elevation restored according to the Plans presented and the center window on the second floor shall be a single window of the same design and configuration as the other windows on that façade as shown on the Plans.
- As shown on the Plans, all the existing historic windows - that is, windows identified as dating to sometime from 1840 to 1950, shall be repaired and/or restored. Newer windows (identified as "Brosco" replacement windows by the applicant) shall be replaced by new, historically appropriate replacement windows with wood sash and muntins and true divided lights.
- As shown on the Plans, the historic door and window (by the proposed new kitchen area) on the East elevation shall not be altered, but repaired or restored as needed.
- As shown on the Plans, the historic window lights surrounding the front entrance door shall be preserved. The door may be replaced with a historically-appropriate door pending review and approval of the commission of the specific design and reason for replacement. The entablature above the door shall be restored to a historically-appropriate design as shown in the plans.
- As shown on the Plans, the chimney will not be removed or altered.
- The shutters on the front of the house may be removed or may remain in place, at the discretion of the Applicant.

EXHIBIT G

Restriction Guidelines

ATTACHMENT TO PRESERVATION RESTRICTION AGREEMENT BETWEEN THE CITY OF NEWBURYPORT AND WHITMORE-CURRIER CONDOMINIUM TRUST AND DAN AND JUDY LYNCH

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the premises. Under this section permission from the Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Commission review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, the following list has been developed. By no means is this list comprehensive; it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

PAINT

Minor – Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental ironwork, stone, decorative or significant woodwork.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. In fact approval of such changes shall not be unreasonably withheld. Under the preservation restriction such changes must be reviewed by the Commission and their impact on the historic integrity of the Facades assessed.

It is the responsibility of the property owner to notify the Commission in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. The Commission will attempt to work with property owners to develop mutually satisfactory solutions, which are in the best interests of the property.

EXHIBIT H

Mortgage Subordination

ASSENT BY MORTGAGEE

Institution for Savings in Newburyport and its Vicinity ("Mortgagee") is the holder of a mortgage on property located at 342 Merrimac Street, Unit 342, Newburyport, Massachusetts ("Premises") from Daniel J. Lynch and Judith S. Lynch ("Mortgagor") to the Institution for Savings in Newburyport and its Vicinity dated February 19, 2021 and recorded with the Essex South Registry of Deeds in Book 39570, Page 213 ("Subordinated Mortgage"). Said Mortgagee by this instrument assents to the Preservation Restrictions from Whitmore-Currier Condominium and Daniel J. Lynch and Judith S. Lynch to the City of Newburyport as set forth in an Agreement dated _____, 2021, and recorded herewith, and agrees that upon the Mortgagee's exercise of its right to foreclosure on the mortgaged Premises it shall assume the burdens of the Preservation Restrictions accepted by the Mortgagor..

In Witness Whereof, the said Institution for Savings in Newburyport and its Vicinity has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Lawrence R. Hunter, its Senior Vice President this ____ day of _____, 2021.

Institution for Savings in Newburyport and its Vicinityby:
Lawrence R. Hunter, S.V.P.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2021 before me, the undersigned notary public, personally appeared Lawrence R. Hunter and proved to me through satisfactory evidence of identification, being (check whichever applies) [] driver's license or other state or federal governmental document bearing a photographic image, [] oath or affirmation of a credible witness known to me who knows the above signatory, or [] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose,

Notary Public
My commission expires

August 2, 2021

City of Newburyport, Massachusetts
Via Email

Re: Blight at State and High, Abandoned Global Oil Service Station

To the Mayor and City Council of Newburyport:

The intersection of State Street and High Street, a residential neighborhood and gateway to Newburyport's historic downtown, is blighted and dangerous.

The gas station at the corner was permanently closed by the owner, Global Oil, on May 7, 2018. Global Oil's grandfathered gas station use under zoning was abandoned on May 7, 2020, more than one year ago.

Global Oil have not just abandoned their use, they have abandoned the property. Landscaping and grounds are not maintained. Sidewalks are not cleared of snow and ice in the winter. The site has become an illegal parking lot.

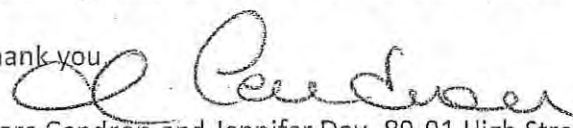
The abandoned gas station's curb cuts are regularly used by cars and trucks as an illegal cut-through, to bypass the traffic signal at State and High. Along with the long-outdated, non-ADA compliant traffic signal, this intersection is dangerous.

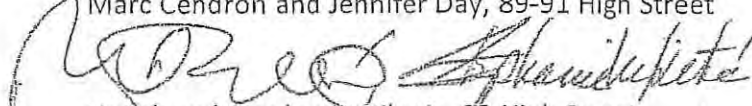
We are asking the City to:

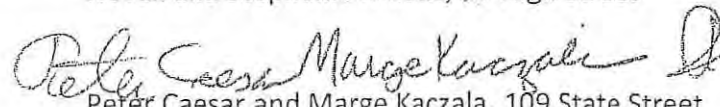
- Compel Global Oil to secure its property, including removal of fuel tanks.
- Compel Global Oil, through enforcement, to comply with Zoning (uses, parking, and performance) and public way ordinances.
- Replace the traffic signal at State and High, and close Global Oil's abandoned curb cut on High St.

We have attached a brief of the situation, including ordinance violations.

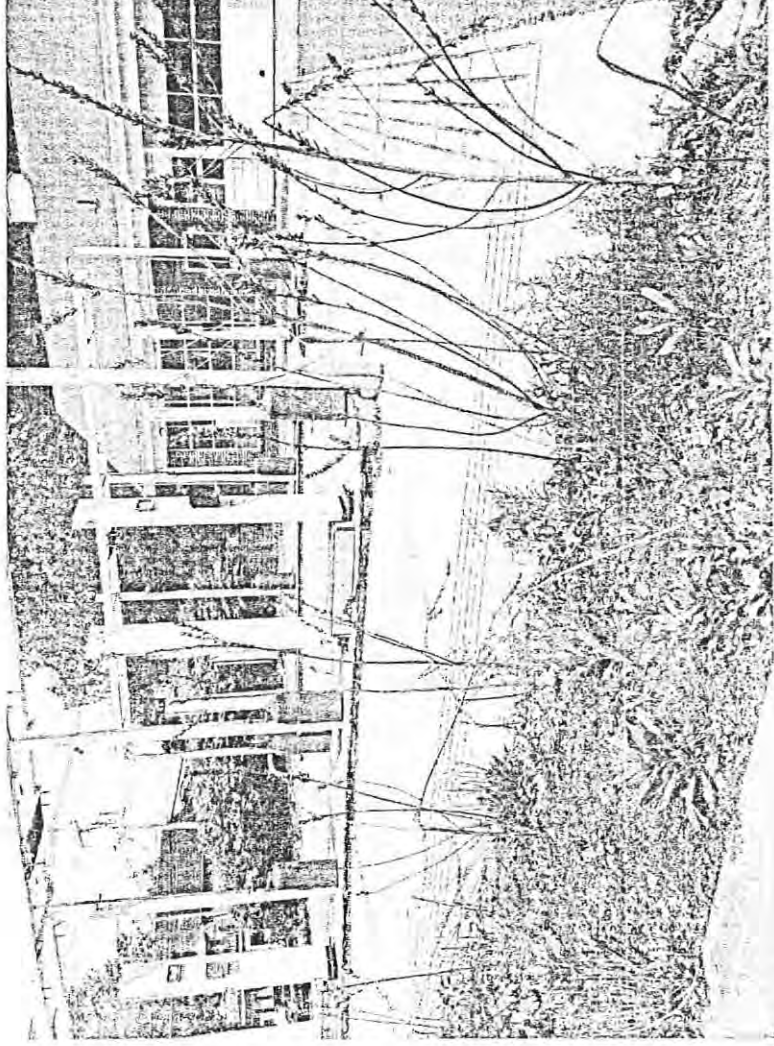
Thank you,


Marc Cendron and Jennifer Day, 89-91 High Street


Novak and Stephanie Niketic, 93 High Street


Peter Caesar and Marge Kaczala, 109 State Street

The Bight at State and High

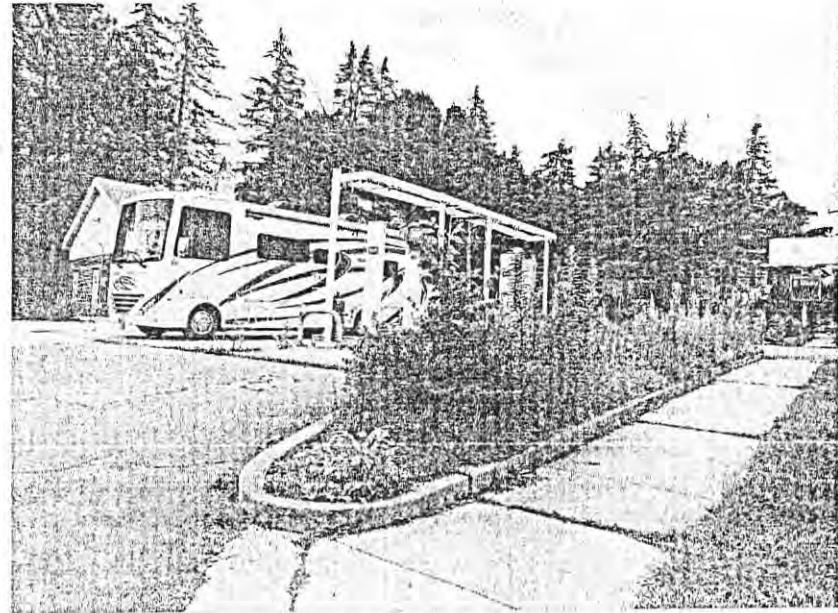


Summary

The intersection of State Street and High Street, a residential neighborhood and gateway to Newburyport's historic downtown, is blighted and dangerous.

The City needs to act to:

- Compel owner Global Oil to secure its property, including removal of fuel tanks.
- Compel Global Oil, through enforcement, to comply with Zoning (uses, parking, and performance) and public way ordinances.
- Replace the traffic signal at State and High, and close Global Oil's abandoned curb cut on High St.



Illegal Parking and Overgrown Weeds.

Brief History

The gas station property, currently owned by Global Oil (Waltham, Mass.), had been a non-conforming use (“grandfathered”) in a residential neighborhood since before WWII.

- Built in 1928 at 107 State Street by then-Mayor Bossy Gillis. He served 2 months in jail for doing this without city permits.
- Expanded in 1968 to include 95 High Street (razing a Greek Revival house), over significant community opposition.
- Substantially rehabilitated in 1992, with significant opposition from the community but also the City itself, this time. Litigation resulted in strict conditions of approval, including grounds maintenance and prohibition of public parking.

Zoning – Abandonment

- On May 7, 2018 -- more than 3 years ago -- the gas station closed permanently.
- Under our state and local zoning laws, the gas station's grandfathered use was **abandoned after two years (May 7, 2020)**.
- Newburyport Zoning Ordinance **Section IX-D – Abandonment:**
“[A nonconforming structure or use] may be continued unless abandoned or not used for a period of two (2) or more years. **If abandoned or not used for the specified period, the structure or use must be changed to conform to the provisions of this ordinance.**”

Zoning – Conforming Uses

- Current zoning along both sides of High Street for about a mile in either direction **forbid** “Service Station” and “Public Parking.”
- Permitted uses are shown at right.

High Street Residential-A (HSR-A) Uses
Allowed by Right (P) or by Special Permit (SP)

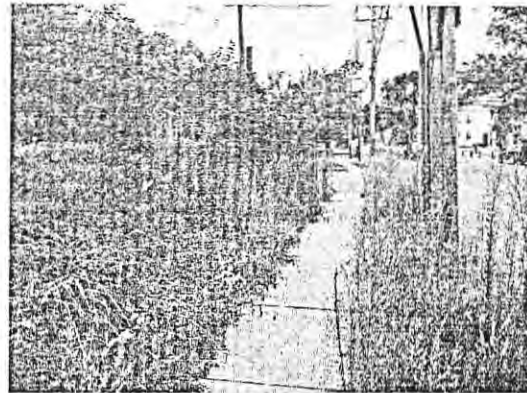
HSR-A Zoning	By Right (Permitted)	By Special Permit
One-family residential	Yes	
Church	Yes	
Schools (public)	Yes	
U.S. post office	Yes	
Private education	Yes	
Private education residence	Yes	
Agricultural	Yes	
Park/Playground	Yes	
Nursery school/day care	Yes	
Home occupation	Yes	Yes
Two-family residential		Yes
Congregate elderly housing		Yes
In-law apartment		Yes
Transformer/Pumping Station		Yes

Any and all other uses are Not Permitted.

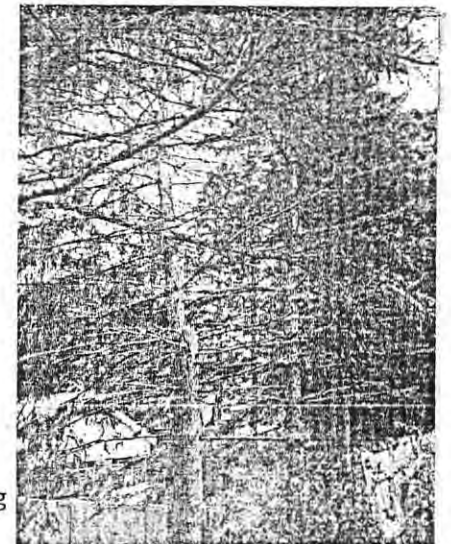
Common Nuisance

Global Oil have not just abandoned their use under Zoning, they have abandoned the property.

- Landscaping and grounds are not maintained. Sidewalks are not cleared of snow and ice in the winter.
- Unmaintained peripheral pine trees are a safety hazard. One fell on a direct abutter's garage last winter.
- Very infrequent and incomplete mowing is sometimes undertaken by the City, at taxpayers' expense and liability.



High Street Sidewalk



Diseased Pine Trees Abutting
Neighboring Properties

Recap: City Ordinance Violations

- Common Nuisance (MGL c. 139)
- Abandoned, unlawful use (Zoning Ordinance)
- Illegal public parking (Zoning Ordinance)
- Failure to remove snow and ice from sidewalks (Municipal Code)

Traffic and Safety

- The abandoned gas station's curb cuts are regularly used by cars and trucks as an illegal cut-through, to bypass the traffic signal at State and High.
- The traffic signal at State and High is outdated and not ADA-compliant. It has required replacement for years.
- The City needs to update the traffic signal and close the former gas station's abandoned curb cut on High Street.

Environmental

- The station's underground gas tanks were emptied sometime after the station's closure in May 2018.
- Since then, Global Oil have told the Massachusetts Department of Environmental Protection (MassDEP) and the Newburyport Fire Department that the tanks are only "**temporarily out of service.**" MassDEP believes this claim, giving Global Oil five years, until August 2023, to remove the tanks.
- In fact, the gas station **use has been abandoned** under our zoning, the tanks are **permanently** out of service and should be removed now.

Tax Revenue

- Not only a common nuisance and expense to the City, the abandoned gas station devalues surrounding property.
- The property also does not pull its own weight in taxes. Per square foot of land, it is assessed much lower than surrounding properties, because its buildings are assessed at only \$257,000.

• For example:

	107 State/95 High (merged lots)	89 High	93 High ¹	91 High
Land Area (Acre)	0.52	0.42	0.30	0.23
Assessment	\$1,052,500	\$1,167,100	\$1,094,500	\$1,152,800
Improvements (Buildings)	\$257,600	\$858,500	\$792,600	\$854,900
Land	\$794,900	\$308,600	\$301,900	\$297,900

Note – 93 High Street’s assessed value includes a 2021 abatement granted in part due to the “external nuisance” of the abandoned gas station.

P10

CITY OF NEWBURYPORT



IN CITY COUNCIL

August 9, 2021

ORDERED:

AN ORDINANCE REGARDING ANNUAL REPORTING ON THE CONDITION AND OPERATIONAL PERFORMANCE OF CITY-OWNED BUILDINGS

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

Amend existing Section 5-47 as follows, with additions double-underlined, and deletions ~~double-stricken out~~:

Sec. 5-47. – Municipal building reports and operational requirements.

Each year ~~all in the month of February~~ department heads whose departments have custody responsible for maintenance of municipal buildings, expressly including the Superintendent of Schools as to buildings in the custody of the School Department except schools, shall submit a report on the physical conditions and energy, water, and trash waste performance of each such municipal building to the Mayor ~~mayor~~ with a copy filed with the City Clerk and also posted in its entirety on the City's website ~~in the city clerk's office.~~ Upon receipt, the City Clerk ~~The city clerk~~ shall distribute said report to all members of the City Council ~~city councillors~~. The report shall include at a minimum information regarding but not limited to structural condition, handicapped access ~~ADA compliance and concerns,~~ plumbing, heating, electrical, and other building utilities and services in compliance with this Section 5-47, and details about personal and premises protection. Each such report shall use the Energy Star tool promulgated and maintained by the United States Environmental Protection Actions, which is linked to the MassEnergyInsight (MEI) web-based, reporting tool. Metrics to be reported include: (i) Total GHG Emissions Intensity in metric tons of CO2e per square meter of gross floor area per year; (ii) Energy Use Intensity (EUI) in gigajoules (GJ) per square meter per year; (iii) Water Use in liters per square meter per year; and (iv) Total Waste in metric tons per square meter per year.

Councillor Jared J. Eigerman

p.10

CITY OF NEWBURYPORT



August 9, 2021

IN CITY COUNCIL

ORDERED:

AN ORDINANCE REQUIRING A GHG PROTOCOL FOR SIGNIFICANT CITY PROJECTS

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

Add new Section 5-49 as follows, with additions double-underlined, and deletions ~~double-stricken-out~~:

Sec. 5-48. – GHG Protocol.

It is the policy of the City of Newburyport for its buildings and structures to consume the minimum amount of energy, with an ideal of "net zero energy" when measured across the City's entire portfolio of real property, and also for the construction, maintenance, and operation of its buildings to result in the minimal emission of greenhouse gases with an ideal of "net zero CO2 emissions" when measured across the City's entire portfolio of real property.

- (a) Definitions. The following definitions apply under this Section 5-48.
- i. City shall mean the City of Newburyport, Massachusetts.
 - ii. City Action shall mean any formal and final authorization, appropriation, execution of a contract or other decision by the City to proceed to Commencement of a Significant City Project.
 - iii. Carbon Dioxide (CO2) equivalent (CO2e) shall mean the number of metric tons of CO2 emissions with the same global warming potential as one metric ton of another greenhouse gas, and is calculated using Equation A-1 in 40 CFR Part 98.
 - iv. Commencement of Construction shall mean the initiation of on-site physical or construction work or activity. Research, design, or other work or activity necessary to evaluate a Significant City Project under this Section 5-48 shall not be considered Commencement of Construction.
 - v. Commencement of a Significant City Project shall mean the earliest of: (A) initiation of any preparatory phase of the Significant City Project, including any action or expenditure of funds on the financing, marketing, or development of the Significant City Project; (B) Commencement of Construction; and (C) initiation of the operational phase of the Significant

- xvi. Renewable Energy shall mean energy resources that are naturally replenishing but flow-limited, including, without limitation, biomass, hydro, geothermal, solar, wind, ocean thermal, wave action and tidal action.
- xvii. Routine Maintenance shall mean any maintenance work or activity carried out on a regular or periodic basis in a manner that has no potential for GHG emissions or for which performance standards have been developed that avoid, minimize, or mitigate potential GHG emissions to the maximum extent practicable.
- xviii. Significant City Financial Assistance shall mean any direct or indirect financial aid to any Person provided by the City, including, but not limited to, mortgage assistance, special taxing arrangements, grants, issuance of bonds, loans, loan guarantees, debt or equity assistance, and the allocation of municipal funds, with a value exceeding five thousand dollars (\$5,000). Financial Assistance shall not be considered to include: (A) the grant of aid for medical services or personal support, such as welfare or unemployment funds, to an individual or third party on behalf of an individual; (B) pass-through of federal or state funds or issuance of bonds solely on behalf of a local economic development or financing agency, without allocation by the City; or (C) routine assistance by City staff.
- xix. Significant City Project shall mean any Significant Construction either (A) undertaken by the City or (B) or receiving Significant City Financial Assistance.
- xx. Significant Construction shall mean: (A) the erection of a building or structure having a Gross Floor Area of five thousand (5,000) or more square feet; (B) expansion or other enlargement of an existing building or structure so as to increase its Gross Floor Area by five thousand (5,000) or more square feet; (C) to establish or change the use(s) of a Gross Floor Area of five thousand (5,000) or more square feet; or (D) Substantial rehabilitation of a building or structure having, or to have after rehabilitation, a Gross Floor Area of more than ten thousand (10,000) square feet.
- xxi. Site Energy shall mean energy consumed at the site as measured at the site boundary, including heating, cooling, ventilation, domestic hot water, indoor and outdoor lighting, plug loads, process energy, elevators and conveying systems, and intra-site transportation systems.
- xxii. Source Energy shall mean Site Energy plus the energy consumed in the extraction, processing and transport of primary fuels, such as coal, oil and natural gas, energy losses in thermal combustion in power generation plants, and energy losses in transmission and distribution to the site.
- xxiii. Substantial Rehabilitation shall mean alterations, extension, reconstruction, or repairs to a building or structure within any period of twelve (12) months that together cost more than fifty percent (50%) of the physical value of the building or structure, where physical value is based upon the assessed value by the City Assessor as of the January 1

preceding the date of determining the applicability to a Significant City Project of this Section 5-48.

- (b) Applicability of GHG Protocol. Regardless of whether a Significant City Project is subject to review under MEPA, and unless an exemption applies under subsection (b)(iii) below, every Significant City Project shall be subject to the GHG Protocol as if an Environmental Impact Report (EIR) were required under MEPA, and as such GHG Protocol is modified under this Section 5-48.
- i. Generally. The general requirement of this Section 5-48 is that the City or the Non-City Proponent of a Significant City Project quantify the potential annual GHG emissions from a proposed Significant City Project according to the quantification protocol outlined in the GHG Protocol, and report the results of that analysis in a document called a "GHG Report" to be submitted to the Mayor with a copy filed with the City Clerk, who, upon receipt, shall distribute said report to all members of the City Council. GHG emissions shall be expressed in metric tons of CO₂e.
 - ii. GHG Report. The GHG Report shall include a calculation of the Significant City Project's baseline GHG emissions in accordance with GHG Protocol, and estimated GHG emissions associated with the preferred alternative, as well as outline and commit to a series of mitigation measures that will help to reduce GHG emissions from the proposed Significant City Project. To demonstrate the efficacy of the mitigation measures, the GHG Report shall include a measurement of GHG emissions reductions and energy savings estimated to be achieved by the 's preferred alternative against the Significant City Project baseline, and also discuss the rationale and GHG emissions reduction potential of mitigation measures that were not selected for the preferred alternative. In summary, the GHG Report is intended to include a three-step analysis: (A) identify a project baseline; (B) calculate estimated GHG emissions from the project baseline condition; and (C) calculate estimated emissions reductions based on mitigation measures by comparing project alternatives to the baseline.. In addition, the GHG Report shall describe: (I) all feasible measures to be taken by the City or the Non-City Proponent of a Significant City Project receiving Significant City Financial Assistance to avoid GHG emissions, or, to the extent GHG emissions cannot be avoided, to minimize and mitigate GHG emissions to the maximum extent practicable; (II) a Person responsible for funding and implementing mitigation measures; and (III) the anticipated implementation schedule that will ensure that such described mitigation measures shall be implemented prior to or when appropriate in relation to GHG emissions.
 - iii. Exemptions. Notwithstanding anything in this Section 5-48 to the contrary, the GHG Protocol shall not apply, and no GHG Report shall be required for (A) Routine Maintenance; and (B) those Significant City Projects for which the City's Planning Director has issued a written determination that little or no GHG emissions are reasonably expected.

- (c) Design and Engineering Contracts and RFPs. Every design or engineering contract entered into by the City, as well as any Request for Proposals (RFP) issued by the City, for a Significant City Project shall require the design, engineering, or other contractor or respondent, to demonstrate experience within the past three (3) calendar years designing buildings or structures to Net Zero Energy and/or Net Zero Carbon standards, and such experience shall be included among the criteria used by the City to award any such contract or select a respondent under any such RFP.

Councillor Jared J. Eigerman

Committee Items-September 13, 2021

Public Safety

In Committee:

1. COMM339 8-9-21 High St plan
2. ODNC86 8-9-21 Loading Zone Liberty St
3. ODNC93 8-30-21 Restriction Residential Permits Campers
4. APPL49 8-30-21 Harborside Marathon (parks involved)

pk5

August 9, 2021

High Street Pavement Markings and Striping Plan

The TSAC subcommittee with City DPS staff met on the TEC project for High Street to review and finalize the plan. All pavement markings and a stamped concrete median plan for this section of High Street will cost approximately \$79K. Scope of work and pricing details is included in this communication.

The plan highlights:

- location of the work is High Street from Parsons Street to Marlboro Street;
- includes installation of two 2 Solar Powered Flashing Radar Speed Signs;
- pavement striping which will include bicycle lanes, center striping and crosswalks;
- includes location and dimensions of textured median islands (stamped concrete in a cobble pattern) and;
- location of an additional bike lane and “no parking” signage to be installed.

The plan has immediate impact on the safety of the neighborhood, adjoining park and nearby residences. The subcommittee will meet on site with neighborhood residents for final review prior to the next council meeting on August 30th. Implementation of the plan to follow.

Council President Jared J. Eigerman

Councillor James J. McCauley

Councillor Sharif L. Zeid



Felix A. Marino Co., Inc.
32 Corwin Street
Peabody, MA 01960
Phone: (978) 532-3838
Fax: (978) 532-3726

Comprehensive Pavement Contractors

July 28, 2021

via e-mail: dgagnon@cityofnewburyport.com

Ms. Diane Gagnon
City of Newburyport
Department of Public Services
16A Perry Way
Newburyport, MA 01950

**RE: HIGH STREET MEDIANS
DECORATIVE PAVEMENT SURFACING
NEWBURYPORT, MA**

Dear Diane:

Felix A. Marino Co., Inc. (FAMCO) is providing this proposal for Endurablend™ polymer modified cement decorative surfacing product for the above-reference project. The Endurablend system comes with a 3 year warranty vs. the 1 year warranty typically offered by other systems, it does not require milling or heating of the pavement surface thereby not voiding the paving warranty, is highly durable, is aesthetically more realistic, easier to maintain and repair, and is cost effective. The Endurablend system meets and exceeds most decorative surfacing systems for skid resistance and is impervious to salts and fuel oils. The following describes the scope of work and pricing should this option be chosen.

SCOPE OF WORK:

FAMCO will install approximately 3,380 SF of colored decorative surfaces on sound non-painted paved surface. The designated area to receive the decorative surface shall be clear of oil, fuel and/or emulsions, and no painted surfaces. The decorative surface should be installed on sound pavement with no cracks or apparent degradation, as this will only work its way through the surface application.

Endurablend™ will be installed in two layers with the base coat being gray and the topcoat light gray in a cobble running bond pattern in the medians as shown on the drawings. Mockup panels can be provided showing color and pattern, if necessary. The scope of work includes all mobilization, equipment, materials, and cleanup. Clear and complete access to the application area will be required to prepare the area and apply the coatings. No vehicular or pedestrian access will be allowed on the area until the application is completed and ready for traffic. Installation can not commence until 3-4 weeks following final pavement to allow the oils to release from the pavement if newly paved.

All applications are weather dependent and require adequate temperatures similar to paving applications (50°F and rising for install period, no rain within 24 hours). Work is to be performed during the daytime. Sufficient laydown and access to be provided to perform the work. The process requires approximately 2 hours to cure for each layer at 70°F, prior to accessing/traffic on the applied area. Work scheduled for later months into the fall may require additional time (eg. 4 hours to dry per coat at 50°F). No installation shall occur if temperatures are to be in frost conditions within 15 days of application to ensure proper final curing. The installed application will be sealed with a concrete sealer to protect the area for the first 24 hours, additional sealing is not necessary. The area is safe and drivable after the initial drying period but will continue curing for up to 28 days and should not be pressure washed or subjected to excessive cleaning during that time period.

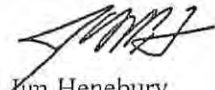
PRICING:

FAMCO will perform the above scope of work including all labor (prevailing wage), equipment, and materials for the price of \$18.00 per square foot (SF), for a total estimated price of \$60,840. FAMCO estimates a total of 1-2 days for installation. Pricing assumes access to all medians to be completed at same mobilization. This pricing assumes that the work will be completed in a single mobilization, any other mobilizations will incur a fee of \$2,100 for each additional mobilization. All police details and traffic control to be provided by the City. FAMCO will provide traffic cones and road signs to protect the work zone. Payments are due NET 30, no retainage to be withheld.

This proposal is based on current rates with installation before October 15, 2021. Please let us know if a later time is anticipated.

We currently have smock-up samples of varying colors and in a cobble pattern should you wish to review. Please let me know and would be happy to arrange a meeting or to drop off. Attached is some additional information on the product. Should you have any questions, please contact me at (401) 230-8717 (mobile), or by e-mail.

Thank you,
Felix A. Marino Co., Inc.



Jim Henebury
Vice President

Attachments

Markings Inc.

30 Riverside Drive
Pembroke, MA 02359

Complete Pavement Marking Services

TELEPHONE
(781) 826-5171
FAX (781) 826-1121

July 29, 2021

Town of Newburyport
Attn: Jennifer Sullivan

RE: High Street, Concept Plan

Jennifer,

The following is our quotation for the installation of new pavement markings on High St, as requested.

A. Thermoplastic Markings

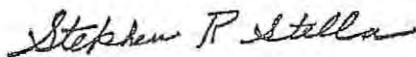
6" Double Yellow Center Line	150	LF	@	\$1.90	=	\$285.00
6" Single Yellow Center Line	2400	LF	@	\$0.95	=	\$2280.00
6" White Bike Lane Line	5000	LF	@	\$0.95	=	\$4750.00
12" White Crosswalk Line	250	SF	@	\$4.75	=	\$1187.50
Preformed Thermo Bike Rider	7	EA	@	\$348.15	=	\$2437.05
Preformed Thermo Bike Lane Arrow	7	EA	@	\$156.96	=	\$1098.72
				TOTAL	=	\$12,038.27

B. Epoxy Markings

6" Double Yellow Center Line	150	LF	@	\$0.90	=	\$135.00
6" Single Yellow Center Line	2400	LF	@	\$0.48	=	\$1152.00
6" White Bike Lane Line	5000	LF	@	\$0.48	=	\$2400.00
12" White Crosswalk Line	250	SF	@	\$3.65	=	\$912.50
Bike Rider Symbol	7	EA	@	\$75.00	=	\$525.00
Bike Lane Arrow	7	EA	@	\$70.00	=	\$490.00
				TOTAL	=	\$5614.50

If the prices are acceptable, please advise as soon as possible.

Yours Truly,



Stephen R. Stella

1. TRAFFIC CONTROL & SWEEPING ARE THE RESPONSIBILITY OF THE TOWN
2. MINIMUM MOBILIZATION CHARGE IS \$2850.00
3. THIS QUOTE IS VALID FOR 30 DAYS



Certified Women Business Enterprise
Certified Disadvantaged Business Enterprise

www.markingsinc.com

ps

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 9, 2021

AN ORDINANCE TO ADD A SERVICE AREA ON LIBERTY STREET

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

THAT Chapter 13 Article IV of the Code of Ordinances, City of Newburyport, Massachusetts, is hereby amended to read as follows, with ~~deletions double-stricken and italicized~~, and additions double-underlined and italicized:

Sec. 13-171. – Service zones..

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

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

Submitted,

Councillor Jared J. Eigerman

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

August 30, 2021

AN ORDINANCE TO AMEND THE RESIDENTIAL PARKING PERMIT PROGRAM

CHAPTER 13 TRAFFIC AND MOTOR VEHICLES
ARTICLE IV SPECIFIC STREET SCHEDULES
DIVISION 6 STOPPING, STANDING AND PARKING
SEC. 13 – 180 RESIDENT PARKING

THAT the City Council of the City of Newburyport hereby amends existing subsection (c) of section 13-180 the City of Newburyport Code of Ordinances as follows, with deletions ~~double-stricken-through~~ and in ~~bold~~, and additions double-underlined and in bold:

- (c) *Issuance of residential parking permits:*
- (2) **No residential parking permit shall be issued to a camper including without limitation a truck with a camper bed.**

Councillor Jared J. Eigerman

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT: 6th Annual Harborside Half Marthon & 5K

Date: November 21, 2021 Time: from 9AM to 12:30PM

Rain Date: N/A Time: from _____ to _____

2. Location: Start: 40 Parker St Finish: Cashman Park

3. Description of Property: As per locations above Public _____ Private Y

4. Name of Organizer: Loco Sports, LLC City Sponsored Event: Yes _____ No N

Contact Person Arlon Chaffee

Address: PO Box 423 Newmarket NH 03857 Telephone: 603-682-9954

E-Mail: arlonchaffee@gmail.com Cell Phone: 603-682-9954

Day of Event Contact & Phone: Arlon Chaffee 603-682-9954

5. Number of Attendees Expected: 1,000

6. MA Tax Number: N/A

7. Is the Event Being Advertised? Yes Where? Facebook

8. What Age Group is the Event Targeted to? Ages 16-80

9. Have You Notified Neighborhood Groups or Abutters? Yes Y No _____, Who? Notice signs on route

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

A. Vending: Food 1 Beverages 1 Alcohol 1 Goods _____ Total # of Vendors 3

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music _____ DJ _____ Radio/CD _____
Performers _____ Dancing _____ Amplified Sound Announcer Stage _____

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____
Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

- a) How many trash receptacles will you be providing? 12 managed by our staff
- b) How many recycling receptacles will you be providing? 6 managed by our staff
- c) Will you be contracting for disposal of: Trash Yes Y No Recycling Yes Y No
- i. If yes, size of dumpster(s): Trash N/A Recycling N/A
- ii. Name of disposal company: Trash Meadows Disposal Co. Recycling Meadows Disposal Co.
- 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? Collection area on site then disposal company hauls away

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)

30 @ Start 10 @ Finish Standard # 2 Start / 1 Finish ADA accessible

Name of company providing the portable toilets: United Site Services

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE Y _____

WALKATHON _____

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

2. Name, Address & Daytime Phone Number of Organizer: _____
Arlon Chaffee
PO Box 423 Newmarket NH 03857
m: 603-682-9954

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____
Arlon Chaffee
PO Box 423 Newmarket NH 03857
m: 603-682-9954

4. Date of Event: Sunday November 21, 2021 Expected Number of Participants: 1,000

5. Start Time: 9AM Expected End Time: 12:30PM

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): _____
2 distances, half marathon & 5K - see attached course maps

7. Locations of Water Stops (if any): 50 Parker St, Middle St

8. Will Delours for Motor Vehicles Be Required? N If so, where? _____

9. Formation Location & Time for Participants: 7:45-8:55AM

10. Dismissal Location & Time for Participants: 10AM to 12:30PM at Cashman Park (Finish area)

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

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

ADDRESS MANAGER _____

DEPARTMENT APPROVAL (for Committee Member use only):

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

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

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

Limitations

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

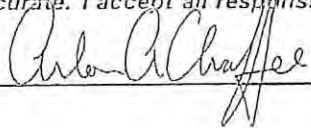
- (e) "Road Closure" No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers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

13-101 Enforcement

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

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

Signed: _____



Date: August 5, 2021

Harborside Half Marathon & 5K
November 21, 2021
9AM Race Start

Half Marathon Course



Loco contact
Mike St. Laurent
m: (603) 767-1230

START:
 40 Parker St. Newburyport
 (parking lot by windmill near Metro Rock)

- Straight: Parker
- Straight: Mulliken Way
- Right: Malcolm Hoyt Dr
- Left: Hale
- Left: Turkey Hill Rd
- Right: South
- Right: Indian Hill
- Right: Middle
- Straight: Hale
- Right: Malcolm Hoyt
- Left: Mulliken
- Straight: Parker
- Left: Rail Trail
- Finish: Cashman Park

**Harborside 5K
November 21, 2021
9AM Start**

Finish

NEWBURY PORT

- Start: Richies Woodworking (Big Windmill)**
- Parker Street - Mulliken Way**
- Left Malcom Hoyt (5K - Half splits here)**
- Left: Parker Street**
- Right: Perkins Way**
- Right to turn around by circle**
- Back to Parker Street**
- Right - Parker Street**
- Left: onto Rail trail**
- Finish: Cashman Park**

**Half Marathon
goes this way**

Start

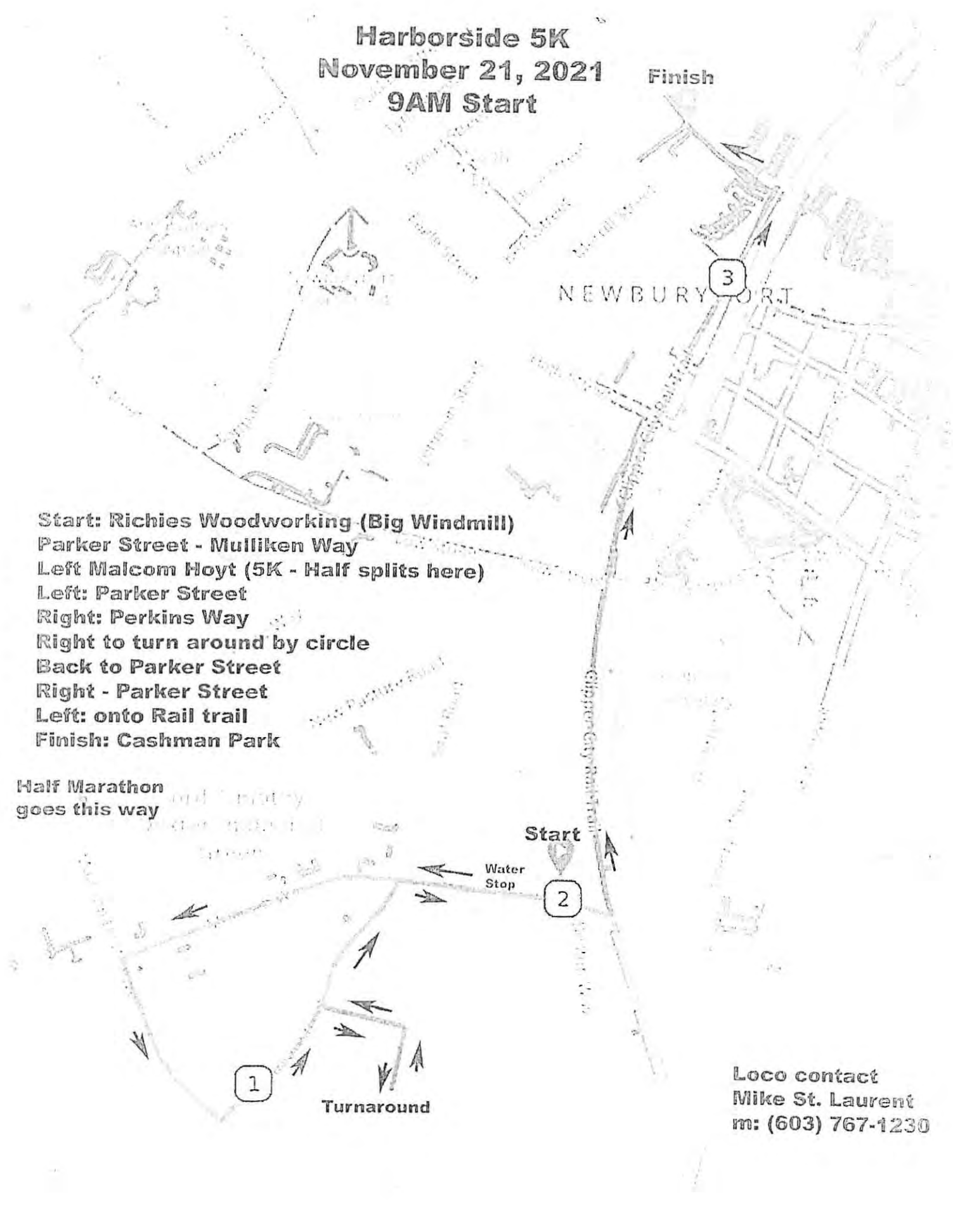
Water Stop

2

1

Turnaround

**Loco contact
Mike St. Laurent
m: (603) 767-1230**



THURSDAY
10:27 AM
10/27 AUG 12 8:11 AM



Newburyport City Council

August 12, 2021

Re: Road Race Request

Councilors,

We formally request permission to conduct a half marathon and 5K road race in Newburyport on Sunday, November 21, 2021. This will be the 6th Annual Harborside Half Marathon and 5K.

The event will start near 40 Parker Street and finish at Cashman Park. We are working with the Director of the Parks Department for the use of Cashman Park and the Clipper Trail. The event will bring many people to Newburyport to stay over for the weekend at local hotels and dine in local restaurants.

Police: We have submitted the course plan to Police Lieutenant Siemasko and will work with the department on an approved safety plan.

Insurance: The race will have a \$1 Million per occurrence and \$2 Million general aggregate liability insurance policy that names the City as additional insured. A certificate of insurance will be sent to the City Clerk's office.

Race Course: The half marathon race course spends about half of its 13-mile length on Newburyport roads, with another mile on the Clipper Trail. The remainder of the course is on rural roads in West Newbury. Both courses are essentially the same as past years. Please see course maps included with the Special Event Permit application.

ALL Police and ambulance expenses to be paid by the race.

Event Information

The event will have approximately 1,000 runners and about 1/3 of that number of spectators coming from all over New England and locally. Volunteer groups from the Newburyport area will be encouraged to help out with the race in a variety of duties including registration, water stops, start and finish areas.

Thank you for your consideration in allowing us to present this event.
We welcome your comments, suggestions and, of course, approval.

Sincerely,

A handwritten signature in cursive script that reads "Arlon A. Chaffee".

Arlon A. Chaffee
On behalf of Loco Sports, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/16/2021

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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: _____	
	PHONE (AC No. Ex): (866) 283-7122	FAX (AC No.): (800) 363-0105
E-MAIL ADDRESS: _____		
INSURED Ventures Endurance Events, LLC 85 Devonshire St. 9th Floor Boston MA 02109 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest National Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 570088847222 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.

INS LTR	TYPE OF INSURANCE	ADDITIONAL RISK	SUBRISK	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquid Liability GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			SI8GL01746211	02/25/2021	02/25/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTALS	\$100,000
							PREMISES (Ea occurrence)	
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMPROP AGG	\$1,000,000
	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)	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION			SI8EX01516211	02/25/2021	02/25/2022	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E L EACH ACCIDENT	
							E L DISEASE (EA EMPLOYEE)	
							E L DISEASE POLICY LIMIT	

Certificate No: 570088847222

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Harborside Half Marathon & 5K.
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Newburyport PO Box 550 Newburyport MA 01950 USA	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 <i>Aon Risk Services Northeast, Inc.</i>

