

**TRANSFERS**



# CITY OF NEWBURYPORT FY 2021 TRANSFER/APPROPRIATION REQUEST

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 JUN 22 PM 12: 27

**Department:** Newburyport Public Library

**Submitted by:** Giselle Stevens, Head Librarian

**Date Submitted:** 6/28/2021

**Transfer From:**

|                 |                       |            |                     |
|-----------------|-----------------------|------------|---------------------|
| Account Name:   | <u>LIB Sal Staff</u>  | Balance:   | <u>\$ 69,604.02</u> |
| Account Number: | <u>01610001-51156</u> | Category:  | <u>\$ 74,252.97</u> |
| Amount:         | <u>\$5,000.00</u>     | Trans I/O: | <u>\$ -</u>         |

**Why Funds Are Available:**

Due to positions that were temporarily held vacant this fiscal year due to COVID-19 restrictions.

**Transfer To:**

|                 |                            |            |                       |
|-----------------|----------------------------|------------|-----------------------|
| Account Name:   | <u>LIB Maint-Equipment</u> | Balance:   | <u>\$ (10,394.69)</u> |
| Account Number: | <u>01610002-52402</u>      | Category:  | <u>\$ 8,780.53</u>    |
| Amount:         | <u>\$5,000.00</u>          | Trans I/O: | <u>\$ -</u>           |

**Why Funds Are Needed:**

The Library received a CPA grant award of \$127,525 for the Archival Center HVAC replacement project. The bid came in at \$137,670, which was higher than budgeted due to the increase in costs over the past year. This leaves a difference of \$10,095; the Head Librarian proposes funding \$5,000 from the Library budget and the remaining \$5,095 from the Library's state aid account.

*Note: MGL Ch. 44, Sec. 33B allows for year-end departmental transfers to be approved during the first 15 days of the new fiscal year (i.e. must be acted on by July 15th).*

Donna D. Holaday, Mayor:

Date:

6/22/21

Ethan R. Manning, Auditor:

Date:

6/22/21

Sponsor: Charles F. Tontar, Councillor At-Large

City Council Approval:

**APPOINTMENTS  
FIRST READING**



CITY OF NEWBURYPORT

OFFICE OF THE MAYOR

DONNA D. HOLADAY, MAYOR

60 PLEASANT STREET - P.O. Box 550

NEWBURYPORT, MA 01950

978-465-4413 PHONE

978-465-4402 FAX

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2021 JUN 22 PH 3:06

To: President and Members of the  
City Council

From: Donna D. Holaday, Mayor

Date: June 22, 2021

Subject: Appointment

-----  
I hereby appoint, subject to your approval, the following  
named individual as a member of Planning Board to fill  
the unexpired term of Tania Hartford. The term expires  
on January 31, 2024.

Robert Koup  
36 Lime Street  
Newburyport, MA 01950

11 May 2021

Mayor Donna Holaday  
Andy Port, Director of Planning and Development

Newburyport City Hall  
60 Pleasant Street  
Newburyport, Massachusetts 01950

Re: Newburyport Planning Board

Mayor Holaday, Mr. Port:

I recently became aware of a pending opening on the Planning Board and wanted to get in touch to let you know of my interest in filling that position. I have attached a CV, providing an overview of my 40 + years of professional experience, including international experience in Morocco and The Netherlands between 2013 and 2018. My wife and I moved to Newburyport from Winchester, MA in November of 2019 and we are enjoying the quality of life here very much.

I have spoken briefly about the Planning Board with Bonnie Sontag and Rick Taintor and I believe that my planning and design experience would be a good foundation for a position on the Board. They have advised that I should contact both of you as a next step.

I am currently working from home and could be available to speak on the phone or meet in person. I look forward to hearing from you.

Regards,

A handwritten signature in black ink that reads "Robert Koup". The signature is written in a cursive style with a large, prominent "R" at the beginning.

Robert Koup  
36 Lime Street  
Newburyport, MA 01950  
[rmkoup@gmail.com](mailto:rmkoup@gmail.com)  
617.771.4116

cc : Bonnie Sontag  
Rick Taintor  
Donna Musumeci, Executive Assistant

**Robert M. Koup, AIA**  
36 Lime Street  
Newburyport, Massachusetts 01950  
[rmkoup@gmail.com](mailto:rmkoup@gmail.com)  
617.771.4116

## Education

Bachelor of Building Science,  
Rensselaer Polytechnic  
Institute 1976

Bachelor of Architecture,  
Rensselaer Polytechnic  
Institute 1977

## Additional Training

LEED Accredited Professional

## Professional Associations

American Institute of  
Architects

Boston Society of Architects

International Council of  
Shopping Centers (ICSC)  
*(Prior Membership)*

Urban Land Institute (ULI)  
*(Prior Membership)*

National Association of  
Industrial and Office  
Properties (NAIOP)  
*(Prior Membership)*

## Profile

Robert M. Koup AIA, recently completed an assignment as Director of the Jacobs Buildings & Infrastructure Studio in The Hague and Project Director for the renovation and expansion of Royal Dutch Shell's World Headquarters campus, also in The Hague. He was formerly the Director of JESASTudio in Casablanca, Morocco, a joint venture of Jacobs and Office Cherifien des Phosphates (OCP), with a focus on master planning related to education, research and improved residential opportunities in Morocco. Since returning to the US, he has worked with the Gensler office in Boston, acting as a senior advisor for the firm's One Post Office Square project, a complex repositioning of an existing Boston office tower, as well as a new office tower at Parcel L5 in the Seaport District.

Prior to joining Jacobs as a Principal in their Global Buildings practice, Mr. Koup was a Vice President at Elkus Manfredi Architects in Boston, where he directed a 25-person design studio. Previous to that, Mr. Koup was a Senior Associate and served as Vice President for Professional Services at The Architects Collaborative in Cambridge, Massachusetts.

In all of these roles, Mr. Koup has provided leadership and expertise to planning and design efforts at a variety of scales. He has worked in a range of geographic regions, completing a wide variety of project types including, academic, performance, entertainment, retail, hospitality, office, multi-family residential and structured parking. All projects have represented an underlying understanding of regional influences, vernacular architecture and an emphasis on environmental, social and economic sustainability.

## Representative Project Assignments

### Gensler, 2018 - Present

One Post Office Square, Boston, Massachusetts  
Seaport Square, Parcel L5, Boston, Massachusetts

### Jacobs Global Buildings, 2007 - 2018

Royal Dutch Shell Headquarters Project, The Hague  
Technopole Fourn El-Oued, Laayoune, Morocco

### Elkus Manfredi Architects, 1992 - 2007

730 North Michigan Avenue, Chicago, Illinois  
The Peninsula Chicago at 730 North Michigan Avenue, Chicago, Illinois  
Pacific Place, Seattle, Washington  
Neiman Marcus at Natick Collection, Natick, Massachusetts  
Emerson College, Boston, Massachusetts  
Tufte Performance and Production Center  
Cutler Majestic Theater  
Paramount Center

### The Architects Collaborative, 1979 - 1992

Copley Place Central Area, Boston, Massachusetts  
Heritage on the Garden, Boston, Massachusetts

### Wallace, Floyd, Ellenzweig, Moore, 1977 - 1979

MBTA Alewife Station / Garage, Cambridge, Massachusetts

**END OF CONSENT AGENDA  
BEGINNING OF REGULAR AGENDA**

## COMMUNICATIONS



## NEWBURYPORT SPECIAL EVENT APPLICATION

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

Tel. \_\_\_\_\_

Fax. \_\_\_\_\_

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

**NAME OF EVENT:** 30<sup>th</sup> annual Walk Against Domestic Violence

Date: Sunday, 10/3/21 Time: from 8:00 AM to 11:00 AM

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

2. Location\*: Start/end @ Newburyport Waterfront

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

3. Description of Property: Newburyport Waterfront Park 3.1 mi Public  Private \_\_\_\_\_

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

Contact Person Nicole Frizzo

Address: 2 Harris Street, Newburyport Telephone: 617 849 0804

E-Mail: Nfrizzo@jeannegeiger.org Cell Phone: \_\_\_\_\_

Day of Event Contact & Phone: Nicole Frizzo 617 849 0804

5. Number of Attendees Expected: 200-400

6. MA Tax Number: 22-2474823

7. Is the Event Being Advertised?  Where? online, social media, local news

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

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

*(applying for permits w/ waterfront Park + Parks + Rec)*

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

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

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

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

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

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

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

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

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

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

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

**If yes:**

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

**If no:**

- a) # of trash container(s) to be provided by DPS existing barrels will suffice
- b) # of recycling container(s) to be provided by Recycling Office " "

c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least

one ADA accessible toilet)

# \_\_\_\_\_ Standard # \_\_\_\_\_ ADA accessible

*N/a - public restrooms  
we will provide extra toilet paper, as we have in the past*

Name of company providing the portable toilets: n/a

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE \_\_\_\_\_

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

WALKATHON  \_\_\_\_\_

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

30th annual WALK AGAINST DOMESTIC VIOLENCE

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

Jeanne Geiger Crisis Center, Nicole Frizzo  
2 Harris St. Newburyport  
Cell 7849 0804

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

" "

4. Date of Event: 10/3/21

Expected Number of Participants: 200-400

5. Start Time: 8AM

Expected End Time: 11AM

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

See attached map

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

8. Will Detours for Motor Vehicles Be Required? NO If so, where?

9. Formation Location & Time for Participants: Waterfront Park 9am start

10. Dismissal Location & Time for Participants: will end between 10-11 AM

11. Additional Parade Information:

• Number of Floats: N/A

• Locations of Viewing Stations: N/A

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

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

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

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

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

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

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

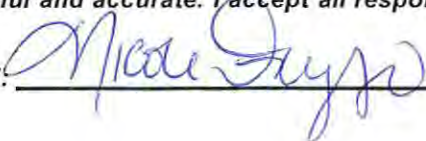
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance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

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

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

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

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



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

5/28/21

## ENJOY THE WALK!

Start at the balloon arch and take a right onto Merrimac Street, follow Merrimac Street for about .02 miles, take a right onto Tournament Wharf Road towards Michael's Harborside. Walk through the Michael's Harborside parking lot and take a left to get onto the Newburyport Rail Trail. Walk the rail trail all the way up to High Street. After you walk under the bridge there will be a set of stairs on the right that lead up to High Street. There is a handicap accessible ramp as well. Turn right on High Street and proceed for .9 miles to March's Hill. Take a left to cross the road (there is a light and a crosswalk) onto Bromfield Street. Proceed to the end of Bromfield Street and take a left onto Water Street (Water Street turns into Merrimac Street). Stay on the left hand side of the road for about .7 miles until you get to Souffle's. Cross on the crosswalk at Souffle's to get back to the finish located by Sea Level Oyster Bar.

There is 1 Water Stop: 29 High Street at March's Hill.

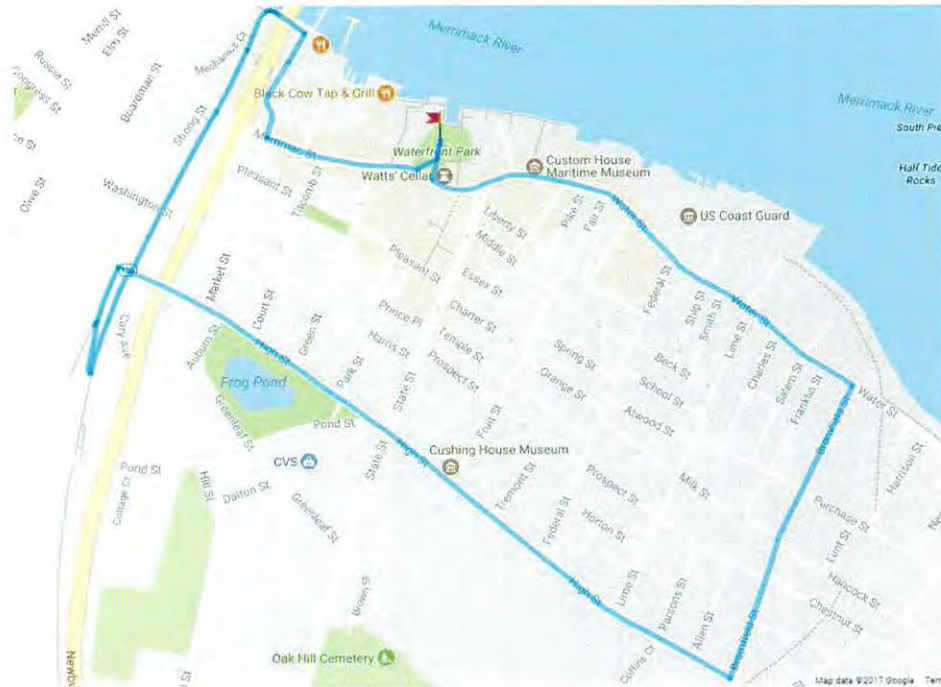
Please be careful to leave the walk route as we found it and dispose of any litter appropriately! Thank you!

## ENJOY THE WALK!

Start at the balloon arch and take a right onto Merrimac Street, follow Merrimac Street for about .02 miles, take a right onto Tournament Wharf Road towards Michael's Harborside. Walk through the Michael's Harborside parking lot and take a left to get onto the Newburyport Rail Trail. Walk the rail trail all the way up to High Street. After you walk under the bridge there will be a set of stairs on the right that lead up to High Street. There is a handicap accessible ramp as well. Turn right on High Street and proceed for .9 miles to March's Hill. Take a left to cross the road (there is a light and a crosswalk) onto Bromfield Street. Proceed to the end of Bromfield Street and take a left onto Water Street (Water Street turns into Merrimac Street). Stay on the left hand side of the road for about .7 miles until you get to Souffle's. Cross on the crosswalk at Souffle's to get back to the finish located by Sea Level Oyster Bar.

There is 1 Water Stop: 29 High Street at March's Hill.

Please be careful to leave the walk route as we found it and dispose of any litter appropriately! Thank you!





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/16/2021

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).

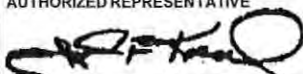
|   |   |  |
|---|---|--|
| <b>PRODUCER</b><br>Eastern Insurance Group LLC<br>233 West Central St<br>Natick MA 01760                    | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 800-333-7234      FAX (A/C, No): 781-586-8244<br>E-MAIL ADDRESS: CSR24CL@easterninsurance.com |  |
|   | <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>  |  |
| <b>INSURED</b><br>Jeanne Geiger Crisis Center<br>Attn: Liz Morin<br>2 Harris Street<br>Newburyport MA 01950 | INSURER A : Philadelphia Indemnity Insurance Company      18058   |  |
|   | INSURER B :   |  |
|   | INSURER C :   |  |
|   | INSURER D :   |  |
|   | INSURER E :   |  |
| INSURER F :   |   |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 334164621      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | PHPK2247075   | 5/7/2021                | 5/7/2022                | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |
|          |   |           |          |               |                         |                         | MED EXP (Any one person)                  | \$ 10,000    |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          |   |           |          |               |                         |                         | Professional Liab                         | \$ 1,000,000 |
| A        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>                |           |          | PHPK2247075   | 5/7/2021                | 5/7/2022                | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | PHUB759290    | 5/7/2021                | 5/7/2022                | EACH OCCURRENCE                           | \$ 4,000,000 |
|          |   |           |          |               |                         |                         | AGGREGATE                                 | \$ 4,000,000 |
|          |   |           |          |               |                         |                         |   | \$           |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N    N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | PER STATUTE                               | OTH-ER       |
|          |   |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: Walk Against Domestic Violence  
Location: Water Front Park, Newburyport, MA located behind the Firehouse Center for Arts, 1 Market Square, Newburyport, MA 01950  
Date: October 3, 2021, from 8:00AM - Noon  
The City of Newburyport is additional insured for general liability;

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



## NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT: ALL SHOOK UP

Date: FRIDAY, SATURDAY, SUNDAY, 6/18-20 Time: from 7:30pm to 9:45pm

Rain Date: \_\_\_\_\_ Time: from \_\_\_\_\_ to \_\_\_\_\_

2. Location\*: \_\_\_\_\_

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

3. Description of Property: WATERFRONT EAST PARK Public  Private \_\_\_\_\_

4. Name of Organizer: FIRCHOUSE CENTER FOR THE ARTS City Sponsored Event: Yes \_\_\_\_\_ No \_\_\_\_\_

Contact Person JOHN MOYNIHAN

Address: 1 MARKET SQUARE, NEWBURYPORT Telephone: 603-312-2917

E-Mail: john@firchouse.org Cell Phone: \_\_\_\_\_

Day of Event Contact & Phone: @JOHN MOYNIHAN/603-312-2917

5. Number of Attendees Expected: 200

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

7. Is the Event Being Advertised? YES Where? FACEBOOK, TRADITIONAL MARKETING (POSTERS ETC.)

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

9. Have You Notified Neighborhood Groups or Abutters? Yes  No \_\_\_\_\_, Who? ALL SURROUNDING BUSINESSES AND RESIDENTS

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

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

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

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

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

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

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

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

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

**If yes:**

- a) How many trash receptacles will you be providing? ALL EVENTS WILL BE CARRY IN/CARRY
- b) How many recycling receptacles will you be providing? OUT WITH THE FIREHOUSE CONDUCTING A  
POST-SHOW TRASH PICKUP.
- c) Will you be contracting for disposal of : **Trash** Yes \_\_\_\_\_ No  **Recycling** Yes \_\_\_\_\_ No
- i. If yes, size of dumpster(s): **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- ii. Name of disposal company: **Trash** \_\_\_\_\_ **Recycling** \_\_\_\_\_
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes  No \_\_\_\_\_
- iv. If no, where will the trash & recycling be disposed ? \_\_\_\_\_

**If no:**

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

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

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

# 2 Standard # 1 ADA accessible

Name of company providing the portable toilets: REDS

# FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE \_\_\_\_\_

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

WALKATHON \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Date of Event: \_\_\_\_\_ Expected Number of Participants: \_\_\_\_\_

5. Start Time: \_\_\_\_\_ Expected End Time: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Locations of Water Stops (if any):

8. Will Detours for Motor Vehicles Be Required? \_\_\_\_\_ If so, where? \_\_\_\_\_

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

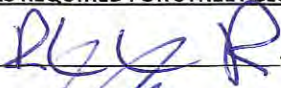
10. Dismissal Location & Time for Participants: \_\_\_\_\_

11. Additional Parade Information:

- Number of Floats: \_\_\_\_\_
- Locations of Viewing Stations: \_\_\_\_\_
- Are Weapons Being Carried: Yes \_\_\_\_\_ No \_\_\_\_\_
- Are Marshalls Being Assigned to Keep Parade Moving: Yes \_\_\_\_\_ No \_\_\_\_\_

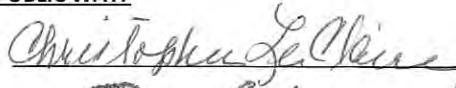
## APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY.

CITY MARSHAL



4 Green St.

FIRE CHIEF



0 Greenleaf St.

DEPUTY DIRECTOR



16A Perry Way

CITY CLERK



60 Pleasant St.

# DEPARTMENT APPROVAL (for Committee Member use only):

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

Approval Required \_\_\_\_\_ Date: \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ 1. Special Events: \_\_\_\_\_

\_\_\_\_\_ 2. Police: \_\_\_\_\_  
Is Police Detail Required: \_\_\_\_\_ # of Details Assigned: \_\_\_\_\_

\_\_\_\_\_ 3. Traffic, Parking & Transportation: \_\_\_\_\_

✓ \_\_\_\_\_ 4. ISD/Health: Frank Biacalone (en)

\_\_\_\_\_ 5. Recycling: \_\_\_\_\_

\_\_\_\_\_ 6. ISD/Building: \_\_\_\_\_

\_\_\_\_\_ 7. Electrical: \_\_\_\_\_

\_\_\_\_\_ 8. Fire: \_\_\_\_\_  
Is Fire Detail Required: \_\_\_\_\_ # of Details Assigned: \_\_\_\_\_

\_\_\_\_\_ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*  
Yes: \$ \_\_\_\_\_ due on \_\_\_\_\_ No Fee for Special Events applies  
Other requirements/instructions per DPS \_\_\_\_\_

\_\_\_\_\_ 10. Parks Department: \_\_\_\_\_

\_\_\_\_\_ 11. License Commission \_\_\_\_\_

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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


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

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

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

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

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

Signed:  \_\_\_\_\_ Date: 6/17/21



## **Arts on the Waterfront**

The Firehouse Center for the Arts requests use of Waterfront East for a six-week Arts on the Waterfront series running from June 18, 2021 through July 25, 2021. We would request use beginning June 5, 2021 for stage construction, rehearsals, and technical load-in. The intent behind this series would be to produce and present a theatrical production, *All Shook Up*, throughout the six-week period. Performances would run each week on Friday, Saturday, and Sunday (except for July 4) from 7:30pm to 10:00pm.

### **Physical Infrastructure**

The Firehouse Center for the Arts would erect a temporary 32'x20' stage that would remain throughout and setup additional structures for sound/lighting daily. Any such structure would place footings so as not to cause any damage to the grounds. Any damage caused would be the sole responsibility of the Firehouse to rectify. The Firehouse would also drop a 20' x 8' Mobile Mini behind the stage for storage.

The Firehouse is self-sufficient in terms of electrical needs and would run two "quiet" generators to power the shows.

The Firehouse would assume responsibility for returning the grounds to clean conditions following each event and would have appropriate staff onsite throughout each event day.

### **Audience Members**

All attendees would be required to register ahead of time and will be assigned a specific pod that is marked out on the grass. Total audience would be limited to the guidelines set forth by the Commonwealth of Massachusetts.

Audience members would park in lots at Waterfront Park or other parking locations throughout Newburyport providing parking revenue for the City. Additionally, they would shop and eat in town providing much needed support for the restaurants and businesses in downtown Newburyport.

We intend to use flag roping to delineate the audience area and create "entrances."

### **Food Service**

There would be no food or beverage service provided by the Firehouse Center for the Arts. Audience members would be encouraged to either dine downtown or bring takeout from downtown restaurants.

### **COVID Protocols**

The Firehouse Center for the Arts will follow all COVID mandates as laid out by the Commonwealth of Massachusetts, Centers for Disease Control and Prevention, and any local governments.

### **Economic Impact**

According to the latest Arts & Economic Prosperity V survey from Americans for the Arts, a national advocacy organization based in Washington D.C., the average spend per audience member is \$31.47 on top of their ticket purchase – directly feeding back into the local economy.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/17/2021

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).

|  |   |  |
|--|---|--|
| <b>PRODUCER</b><br>Eastern Insurance Group LLC<br>233 West Central St<br>Natick MA 01760   | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 800-333-7234      FAX (A/C, No): 781-586-8244<br>E-MAIL ADDRESS: CSR24CL@easterninsurance.com |  |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |
| <b>INSURED</b><br>Society For The Development of Arts & Humanities of Greater Newburyport Inc<br>Firehouse Center<br>One Market Square<br>Newburyport MA 01950 | INSURER A : Peerless Insurance Company      NAIC # 24198  |  |
|  | INSURER B : Peerless Insurance Company      NAIC # 24198  |  |
|  | INSURER C : AmTrust International Underwriters DAC      NAIC # 57399  |  |
|  | INSURER D : Mount Vernon Fire Insurance Co      NAIC # 26522  |  |
|  | INSURER E :   |  |
|  | INSURER F :   |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 1600448649      **REVISION NUMBER:**

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

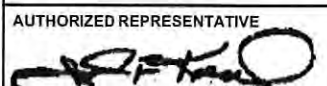
| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | BKS56739503   | 8/11/2020               | 8/11/2021               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | USO56739503   | 8/11/2020               | 8/11/2021               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$<br>\$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | TWC3896225    | 8/25/2020               | 8/25/2021               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| D        | <b>DIRECTORS &amp; OFFICERS</b>  |           |          | NDO25502721   | 2/17/2021               | 2/17/2022               | OCCURRENCE 1,000,000<br>AGGREGATE 1,000,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: Waterfront East Park  
 Ferry Wharf Road  
 Newburyport, MA 01950  
 Event Date: June 18, 2021 - July 25, 2021

City of Newburyport is included as an additional insured on the General Liability where required by written contract or agreement.

**CERTIFICATE HOLDER**      **CANCELLATION**

|   |   |
|---|---|
| City of Newburyport<br>60 Pleasant Street<br>Newburyport MA 01950 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

**APPOINTMENTS  
FIRST READING**



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

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2021 JUN 23 PM 12:35

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: January 23, 2021  
Subject: Appointment

-----  
I hereby appoint, subject to your approval, the following  
named individual as Marshal, Newburyport Police  
Department. This term will expire on June 30, 2026.

Mark Murray

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**CITY OF NEWBURYPORT**

**AND**

**CITY MARSHAL MARK MURRAY**

On this 17<sup>th</sup> day of July, 2020, the City of Newburyport, a municipal corporation (hereinafter the "City") by Mayor Donna Holaday and City Marshal Mark Murray (hereinafter the "Marshal") enter into the following Memorandum of Agreement for the purpose of extending the contract previously entered into between the parties pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the City is desirous of continuing to secure the services of the Marshal in the administration of the Newburyport Police Department (hereinafter the "Department"); and

WHEREAS, the Marshal wishes to continue to perform the duties of the position of the City Marshal as provided herein and subject hereto; and

WHEREAS, the City and the Marshal previously entered into an Employment Agreement, dated March 1, 2016 ("Original Contract"), a copy of which is attached hereto; and

WHEREAS, this Contract shall extend the terms of the Original Contract, including any term of appointment, if any, and all terms of the Original Contract shall remain in full force and effect until the termination of this Contract, unless otherwise modified herein.

NOW, THEREFORE, the City and the Marshal hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

**Section 1. TERM**

- a. The term of the Original Contract shall be extended 3 Years commencing on July 1, 2021 and ending on June 30, 2024. However, this contract may be extended as provided by its terms.
- b. Either party must provide written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms.

**Section 4. MISCELLANEOUS PROVISIONS**

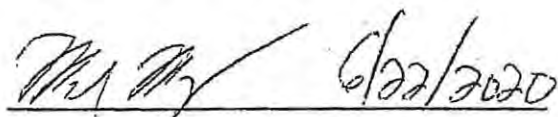
1. Section 2b is hereby amended to read, on July 1, 2020 and on each succeeding year of this contract, the Marshal shall receive a 3% raise in Salary. The City and the Marshal agree to meet prior to July 1, 2024 to discuss a raise in salary.
  - a. This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
  - b. If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
  - c. No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.
  - d. The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

For the City of Newburyport  
By: Mayor Donna Holaday



City Marshal Mark Murray





## CITY MARSHAL CONTRACT

### THE CITY OF NEWBURYPORT AND MARSHAL MARK MURRAY

On this 13th day of June, 2016, the City of Newburyport, a municipal corporation with a business address of 60 Pleasant Street, Newburyport, Massachusetts, (hereinafter the "City") by the Mayor and Marshal Mark Murray (hereinafter the "Marshal" ) enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the City is desirous of securing the services of the Marshal in the administration of the Newburyport Police Department (hereinafter the "Department"); and

WHEREAS, the City has or hereby does recognize voluntarily pursuant to M.G.L. c. 150E, § 4 and the applicable regulations of the Massachusetts Labor Relations Commission, the position of Marshal as a supervisory unit, separate and distinct from all other units in the Police Department; and

WHEREAS, the Marshal wishes to perform the duties of the position of the Marshal as provided herein and subject hereto;

NOW, THEREFORE, the City and the Marshal hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

#### 1. TERM

- a. The initial term of this Contract shall be for an initial 5 year term commencing on March 1, 2016 and ending on June 30, 2021. However, this Contract may be extended as provided by its terms.
- b. Either party must provide written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms.

#### A. Review of Performance

The Mayor will provide a written review of the Marshal's performance annually and will meet with the Marshal to discuss this review by August 1 following each Fiscal Year of

service. This performance review will be provided in summary form to the City Council annually.

## 2. COMPENSATION

- a. The City shall pay the Marshal the sum of One Hundred Thirty Five Thousand Dollars (\$135,000.00) as salary in the first year of this Contract.
- b. After the initial year of this Contract, and on each succeeding year of this Contract, the Marshal shall receive a 2% raise in his salary. The Marshal shall receive such merit increases or salary adjustments as may be made at the discretion of the Mayor based on the Marshal's annual performance evaluation and subject to appropriation.

## 3. ESSENTIAL FUNCTIONS:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not excluded them from the position if the work is similar, related, or a logical assignment to the position.

1. Plans, coordinates and directs the provision of police law enforcement and emergency medical operations for the City in order to continuously improve the training, readiness and capabilities of the police department
2. Provides and oversees the performance of all department staff including professional development, training, discipline, maintenance of equipment, crime prevention, suppression of crime, community policing as well as maintaining the efficiency and effectiveness of all personnel.
3. Prepares and coordinates the presentation of annual budgets; directs the implementation of the departments' budget; plans for and reviews specifications for new or replaced equipment and controls the expenditures of the department.
4. Reviews, administers and develops the department's operating and capital budget plan to insure adequate and timely replacement and/or repairs of department capital equipment.
5. Responds to incidents and assumes command at the scene of emergencies in accordance with department polices; provides back-up to other police personnel in accordance with NIMS and the Incident Command System.
6. Oversees the maintenance of the police department building, grounds, equipment and fleet; maintains and controls access to police department records, statistical data, evidence and property control.
7. Represents the City at various ceremonial events and other City-sponsored events.
8. Communicates with and attends public events as requested by various local organizations, service clubs and civic groups.
9. Conducts investigations of subordinates as required.
10. Reviews search and arrest warrants; appears and testifies as a witness in an official proceeding to assist the department's role in the judicial and administrative process.
11. Oversees the design and implementation of the department's community relations programs; attends related meetings as required.
12. Provides information and reports regarding the police department's activities and operations as required.
13. Conducts independent research regarding department operations as necessary.

14. Serves as a member of the Mayor's Public Safety Team, participates in all emergency team meetings and coordinates community preparedness exercises with Emergency Management Director.
15. Ensures the Department maintains accreditation
16. Cooperate with federal and state law enforcement agencies, local police departments and others on a variety of police matters, including national security programs, maintaining membership in NEMLEC and mutual aid agreements

4. BENEFITS

In addition to the foregoing, the Marshal shall receive, and be entitled to, the following benefits:

- a. Thirty (30) vacation days. Upon termination of employment, the Marshal shall be paid for any unused vacation that he previously accrued. If termination is caused by death, such payment shall be made to the Marshal's spouse or beneficiary. A maximum of ten (10) days may be carried over from one fiscal year to the next with written approval by the Mayor and must be submitted by June 30<sup>th</sup>.
- b. The following days shall be considered to be paid holidays, and the Marshal shall receive a day's pay for each, in addition to his regular pay. Holidays will be paid twice yearly, on the first pay period in December and on the second pay period in June, with all payments to be made following the date of the holiday. The eleven (11) paid holidays are as follows:

|                  |                        |
|------------------|------------------------|
| New Year's Day   | President's Day        |
| Patriots Day     | Memorial Day           |
| Independence Day | Martin Luther King Day |
| Labor Day        | Columbus Day           |
| Thanksgiving Day | Christmas Day          |
| Veterans Day     |                        |
- c. The Marshal having over twenty years of service to the City of Newburyport shall receive 8% longevity incentive annually, payable on the 1<sup>st</sup> pay period in December. When the Marshal reaches twenty -five years, he shall receive 10% longevity incentive annually.
- d. The Marshal shall receive \$1,500 for a clothing allowance annually.
- e. The Marshal shall be granted four (4) personal days annually, which shall be allotted on July 1<sup>st</sup>. In no event are unused personal days to be rolled over from one fiscal year to the next, nor shall they be paid out upon termination of employment.
- g. Bereavement leave shall be for a time not to exceed five (5) days, unless the Mayor feels that the circumstances surrounding said bereavement warrants more time. The above described bereavement leave will be granted upon the death of an immediate family member. Immediate family includes spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, great grandparents, partner, foster child, aunt, uncle and any other relative domiciled in the employee's household.



- h. Should the death occur during the Marshal's scheduled vacation or days off, then the five (5) days of bereavement leave will be substituted for said vacation or days off, and vacation or days off will be rescheduled.
- i. The Marshal will receive up to \$200 per fiscal year beyond the amount he is eligible for under the City Health Insurance plan as a reimbursement for health club membership and participation in an approved wellness clinic or classes. Proof of payment and/or participation is required and reimbursement will be issued in July of each fiscal year.
- j. The Marshal shall be granted such time for sickness or injury off the job. The Marshal shall be granted 18 days per year (1 ½ days) per month and shall be allowed to accumulate an unlimited number of sick days. The Marshal shall be eligible for sick leave buy back of 110 days as long as he has accumulated 280 days. The Marshal shall be eligible to be paid out fifty percent (50%) of his sick leave accrual, up to a maximum of twenty-five (25) days per year, with each such day valued at ninety percent (90%) of the current daily rate, provided, however, that the Marshal retains at least fifty (50) sick leave days of his accrued credit. The maximum sick leave payout for the Marshal's career working is capped at fifty (50) days. This payout is voluntary. Any sick days paid out pursuant to this section shall be deducted from the sick leave balance available for payout upon retirement or death, and will be reduced from the maximum buy back amount.
- k. The Marshal shall receive an annual 2% accreditation incentive which will be based on salary, provided that accreditation is maintained.
- l. Retirement Benefits: As a sworn police officer, the Marshal shall be entitled to retirement benefits under Massachusetts General Laws, Chapter 32.

5. HOURS OF WORK

- a. The Marshal shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Marshal under this Contract.
- b. It is recognized that the Marshal must devote a great deal of time outside normal office hours to conduct the business of the City. The Marshal, therefore, shall be allowed to alter his schedule as he deems appropriate during said normal office hours, and at such times that will least adversely impact Department operations.
- c. For the purposes of the Fair Labor and Standards Act, the Marshal shall be an exempt employee.

6. INDEMNIFICATION

The City agrees to defend, save harmless and indemnify the Marshal against any complaint, claim, demand, suit or judgment, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Marshal's duties as Marshal of the City. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the Marshal.

7. INSURANCE

- a. Professional Liability Insurance

The City agrees to furnish at its own expense, professional liability insurance for the Marshal with liability limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.

b. **Miscellaneous Insurance**

The Marshal shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The City agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Police Department.

c. **Injured on Duty Benefits**

As a sworn police officer, the Marshal shall be eligible for injured on duty benefits as provided by Massachusetts General Laws, Chapter 41, Section 111F. At the City's request, the Marshal will attend and cooperate fully with an evaluation by a City physician to determine his eligibility for benefits under M.G.L. c. 41, § 111F or to otherwise determine his fitness for duty, and/or to determine the likelihood that any incapacity will be permanent; and agrees to release to the agents of the city any medical records which are pertinent to a determination of incapacity, causation, and the likelihood of permanence.

8. **DEATH DURING TERM OF EMPLOYMENT**

If the Marshal dies during the term of his employment, the City shall pay to the Marshal's estate all the compensation which would otherwise be payable to the Marshal up to the date of the Marshal's death.

9. **AUTOMOBILE/CELL PHONE**

The City shall provide a police vehicle for use by the Marshal and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Marshal in connection with the performance of his/her duties as Marshal, and for his/her professional growth and development. The vehicle may be used by the Marshal for personal reasons, since the Marshal is "on call" in the event of an emergency. The City shall also provide the Marshal with a cell phone.

10. **PROFESSIONAL DEVELOPMENT**

a. The City agrees to budget for and pay, an appropriate amount for the professional dues and subscriptions of the Marshal for his continued and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the City, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the

Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.

- b. The City also agrees to budget and pay for travel and per diem expense as indicated by the event of the Marshal for short courses, institutes, and seminars that, in the Marshal's reasonable judgement, are necessary for his/her professional development
- c. The Mayor shall determine whether the Marshal has completed training in three of these areas by June 30th of each year. Upon completion of these courses, and substantiation of course completion, the City shall pay the Marshal Three Thousand (\$3000) in the first pay period in July of each year as compensation for completion of these trainings.

## 11. RESIGNATION / TERMINATION

### a. Voluntary Resignation

In the event the Marshal intends to resign voluntarily before the natural expiration of any term of employment, then the Marshal shall give the City a minimum of thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Marshal will be entitled to receive pay for any unused vacation time.

### b. Disciplinary Action and Dismissal

It is agreed that the Marshal may be disciplined, discharged or not reappointed only for just cause. In the event of any contemplated discipline or dismissal for just cause the Mayor shall provide the Marshal with written notification of the specific reasons (i.e. charges against the Marshal) for said action. The principles of progressive discipline will apply and the City recognizes its obligation to provide the Marshal with periodic performance evaluations.

Within forty-eight hours after receipt of said notice, the Marshal may submit in writing, to request a hearing with the Mayor regarding the contemplated discipline or dismissal. The Mayor will promptly schedule a hearing with the Marshal within 10 days. The Marshal may be placed on paid or unpaid status during this process at the discretion of the Mayor. The Marshal shall have the right to be represented by counsel of his choosing at the hearing. The Marshal shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. Failure by the Marshal to file this request for a hearing within forty-eight hours shall be deemed an acceptance by the Marshal of the contemplated discipline or dismissal.

The Marshal may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) persons. The three (3) persons shall be chosen as follows: one by the City, one by the Marshal, and one by the two so chosen. A majority of the three (3) member committee shall be sufficient to uphold or to reverse the decision. Any decision by the committee of arbitrators may be appealed by the Marshal to the district court or superior court for the judicial district where the Marshal resides, both of which shall have jurisdiction over this matter.

12. AMENDMENTS / MODIFICATION

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.

13. NO REDUCTION OF BENEFITS

The City agrees that the City shall not at any time during this Contract reduce the salary, compensation or other benefits of the Marshal, except to the extent that such reduction is evenly applied across-the-board for all non-union department heads in the City.

14. LAW GOVERNING

This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

15. SEVERABILITY OF PROVISIONS

If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

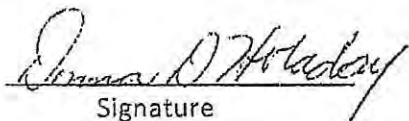
16. ENTIRE AGREEMENT

The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.

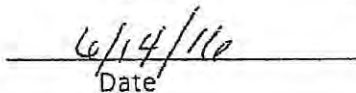
IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

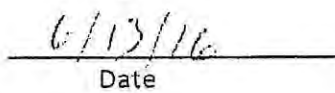
Mayor  
Donna D. Holaday  
60 Pleasant Street  
Newburyport, MA 01950

Marshal  
Mark Murray  
13 Middle Street  
Merrimac, MA 01830

  
Signature

  
Signature

  
Date

  
Date

## Amendment to City Marshal Mark Murray Contract

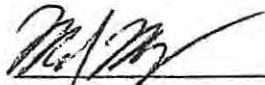
As of August 30, 2017 the contract titled, City Marshal Contract, agreement between the City of Newburyport and City Marshal Mark Murray, will be amended as follows:

Section 4 Benefits, Paragraph K will be changed; it will now read as follows:

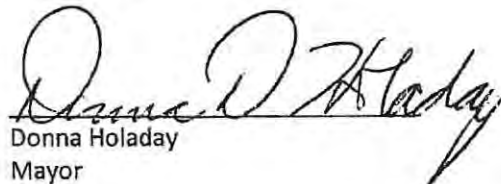
The Marshal will receive an annual accreditation incentive which will be based on salary, provided accreditation is maintained. The schedule is as follows:

Current 2%  
FY 18 3%  
FY 19 4%  
FY 20 5%

Signed and Agreed:

  
\_\_\_\_\_  
Mark Murray  
City Marshal

8/30/17  
Date

  
\_\_\_\_\_  
Donna Holaday  
Mayor

10/3/17  
Date



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: June 22, 2021  
Subject: Appointment

*Donna D. Holaday*

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA  
2021 JUN 24 PM 12: 04

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

Erin Sheehy  
2 River Street  
Newburyport, MA 01950

2 River Street  
Newburyport, MA 01950

Dear Mayor Holaday:

I am responding to your press release looking for volunteers for the Council of Aging. I moved to Newburyport from Westford, MA this past October and I am looking for opportunities to be involved in the community.

My resume is attached which provides detail on my extensive communications, marketing and business leadership experience. As part of my current responsibilities at Raytheon, I lead the community relations activities for one of our largest businesses.

I have two adult children, who I raised on my own in Westford. During this time I participated in volunteer activities related to their school and extracurricular activities. In addition, I have volunteered for a several of Raytheon's signature STEM and Veteran's programs.

I am especially drawn to this opportunity as I have been witnessing the needs of our aging population by caring for and supporting my own parents. I would welcome the opportunity to assist individuals in the Newburyport community through this board position.

Please let me know if you have any questions about my background and experience. I look forward to hearing from you. I can be reached at 978-618-6269.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin M. Sheehy". The signature is written in a cursive style with a large, looping initial "E".

Erin M. Sheehy

## **Erin M. Sheehy**

2 River Street Newburyport, MA 01950

[Berry710@comcast.net](mailto:Berry710@comcast.net) 978-618-6269

[LinkedIn Profile](#)

### **PROFESSIONAL EXPERIENCE**

**Raytheon Technologies** Tewksbury, MA 2011 - Present  
*Executive Director, Integrated Communications*

- Lead award winning team responsible for the development and execution of global integrated communications campaigns (advertising, public/community relations, brand journalism, social media, trade shows, and analyst advocacy) for company's most profitable business unit.
- Formed strategic partnership with business development to improve sales processes and better leverage communications strategies to improve win rates
- Launched country specific digital and social media strategies to engage customer stakeholders, shape market environment and build brand equity
- Manage multi-million dollar communications budget and global network of PR & advertising agencies
- Created exclusive branding program for key company franchises including messaging architectures that translate complex technical concepts into key customer benefits
- Implemented communications measurement model to analyze campaign results, react to audience engagement trends and optimize spend

**Xerox Corporation** Boston, MA 2009 - 2011  
*Vice President, Communications & Marketing*

- Created new strategic communications offering to increase revenue through client acquisition
- Built communications and marketing team and capability from the ground-up including talent, vendors, capability, workflow, pricing model and collateral
- Led all sales support efforts related to communications including proposal responses, pricing, development and delivery of site visit presentations (including successful Ford, P&G and Verizon pursuits)
- Developed state-of-the-art marketing materials to position benefits outsourcing value proposition with prospects and clients
- Responsible for the development and execution of targeted, multi-channel communications solutions for Benefits and Human Resources outsourcing clients
- Created innovate employee engagement campaigns using new technologies to educate participants on complex benefits and human resource issues

**Fidelity Investments** Marlborough, MA 1999 -2009  
*Vice President, Communications Consulting & Marketing Services*

- Led large multi-functional communications consulting and marketing operations teams responsible for developing and executing multi-media communications campaigns
- Leveraged segmentation research to develop targeted communications solutions
- Provided production expertise for large scale marketing campaigns to increase revenue
- Developed and improved workflow and reporting tools to measure team performance, manage inventory and monitor feedback on quality
- Led Communications and Education Services for 180 Defined Contribution clients in Northeast Region
- Created a multi-product communications team from ground-up to offer an integrated communications solution to benefits outsourcing. Developed and implemented the communications product offering for mid-market health and welfare and defined benefit products



**CIGNA** Hartford, CT

1997 – 1999

*Communications Consulting/Marketing Director*

- Developed and implemented successful business-to-business direct marketing campaign for start-up health & welfare benefits outsourcing business
- Led major market segmentation program to launch go-to-market strategy
- Created branding and employee engagement campaigns for Fortune 500 campaigns to promote change management and plan participation

**Aetna Health Plans** Hartford, CT

1994 - 1996

*Marketing Manager*

- Led team of marketing managers to sell and implement health benefit programs
- Developed marketing materials for nationwide network of health plan sales teams
- Transformed proposal and sales support processes to improve win rates and increase plan participation

**EDUCATION**

Rensselaer Polytechnic Institute  
Boston College

Masters in Business Administration  
Bachelors of Arts



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: June 24, 2021

Subject: Appointment

A handwritten signature in black ink, appearing to read "Donna D. Holaday", written over the printed name in the "From:" field.

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I hereby appoint, subject to your approval, the following named individual as a full-time Registrar for the Newburyport Board of Registrars. This term will expire on March 31, 2024.

Nancy K. Alcorn  
58 Merrimac Street 2-8  
Newburyport, MA 01950

58 Merrimac St. 2-8

Newburyport, MA 01950

June 24, 2021

Dear Richard,

In response to our recent phone conversation, I am writing to confirm my interest in and willingness to serve as a member of the Board of Registrars for the City of Newburyport, and in this capacity, again be part of the City Clerk's Office "team." It would be my honor to do so.

We have lived in Newburyport since 1979, and raised our family here (two kids, both NHS graduates, Brian 1992 and Kristin 1993). In 2005, I retired from the Newburyport Public Library as Assistant Head Librarian, returning as an on call "sub" until 2014. For many years now, I have worked as a Ward 3 poll worker/clerk, and have also helped with early voting when it was implemented in Massachusetts.

More recently and currently, I volunteer with several community non-profits (Friends of the Newburyport Council on Aging, Newburyport Society for the Relief of Aged Women - NSRAW, General Charitable Society of Newburyport) by serving on their boards.

I remain continually impressed by the many ways our City's government and residents/voters complement and work for one another - perhaps at the risk of sounding "hokey" - in true Of the People, By the People ways.

Thank you again for contacting me, and for considering my interest in becoming a member of the Board of Registrars.

Sincerely,

Nancy K. Alcorn

**APPOINTMENTS  
SECOND READING**

## SECOND READING APPOINTMENTS

- APPT250\_06\_07\_2021 Theresa Rooney 7R Beacon St. COA 5/31/2026
- APPT252\_06\_07\_2021 Adam Armstrong 5 Buck St Harbor Comm 4/01/2024

### **In City Council June 7, 2021:**

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

- APPT253\_06\_07\_2021 Ahmer Ibrahim 85 Prospect St HRC 6/30/2024

### **In City Council June 7, 2021:**

Councillor Khan requested removing APPT253\_03\_06\_2021 Ahmer Ibrahim from the Consent Agenda.

Councillor Khan recused.

Motion to approve 1<sup>st</sup> reading by Councillor Zeid, seconded by Councillor. Roll call vote. 10 yes, 1 absent (AK). Motion passes.

# ORDERS

CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

JUNE 28, 2021

THAT, the property tax exemption for veterans under M.G.L. Chapter 59, Section 5N be accepted with adjustments to the exemption as follows:

1. Allowing an approved representative, for persons physically unable, to provide such services to the city.
2. Allowing the maximum reduction of the real estate property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1500.

This order will take effect as of the date of passage.

Sponsored

---

Councillor Charles F. Tontar

CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

JUNE 28, 2021

THAT, M.G.L. Chapter 59, Section 5K accepted by the city on October 29, 2007 is amended to accept the adjustments to the exemption as follows:

1. Allowing an approved representative, for persons physically unable, to provide such services to the city.
2. Allowing the maximum reduction of the real estate property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1500.

This order will take effect as of the date of passage.

Sponsored

---

Councillor Charles F. Tontar



CITY OF NEWBURYPORT



\_\_\_\_\_  
IN CITY COUNCIL

ORDERED:

June 28, 2021

**WHEREAS**, Chapter 59, Section 5K of the Massachusetts General laws allows cities and towns to establish local rules pertaining to the Senior Property Tax Work-Off Program; and

**WHEREAS**, the income limit for the program is currently set at the median household income for Newburyport as determined by the U.S. Census Bureau (currently \$85,886)

**NOW, THEREFORE, be it ORDERED that** the City Council of the City of Newburyport hereby sets the income limit for the Senior Property Tax Work-Off Program to be based on the Massachusetts Senior Circuit Breaker income limits as defined under Ch. 62 Sec. 6(k)(4).

This order will take effect as of the date of passage.

Sponsored

\_\_\_\_\_  
Councillor Charles F. Tontar

CITY OF NEWBURYPORT



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IN CITY COUNCIL

ORDERED:

June 28, 2021

**THAT, The CITY COUNCIL of the City of Newburyport** accepts with gratitude a gift from the Pioneer League in the amount of \$675 in support of Lower Atkinson Common ball field irrigation and Woodman Park restrooms appropriates said funds to the Parks Department Gift Revolving Account in accordance with M.G.L. Chapter 44, Section 53A.

---

Councillor Sharif I. Zeid  
Chair, Budget & Finance Committee

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 28, 2021

**WHEREAS**, the federal government, in response to COVID-19, passed the American Rescue Plan Act of 2021 (ARPA), which provides financial support to municipalities by way of the Coronavirus Local Fiscal Recovery Fund (CLFRF); and

**WHEREAS**, the grant amount is computed on a per capita basis consisting of a municipal allocation and a county reallocation; and

**WHEREAS**, the total grant is in the amount of \$5,466,707 to cover eligible costs incurred through December 31, 2024; and

**WHEREAS**, the grant monies are restricted to the following purposes: a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and d) To make necessary investments in water, sewer, or broadband infrastructure; and

**WHEREAS**, Mayor Holaday is in the process of establishing an ad hoc committee, with representation from the City Council, to determine how the City should utilize these federal funds; and

**WHEREAS**, the timely acceptance of said grant is in the best interests of the City of Newburyport in order to ensure compliance with M.G.L. Chapter 44, Section 53A, as well as, the Uniform Administrative Requirements, Cost Principles and Single Audit Act requirements required for federal awards.

**NOW, THEREFORE, the CITY COUNCIL of the CITY OF NEWBURYPORT** hereby accepts the grant from the American Rescue Plan Act of 2021 (ARPA) by way of the Coronavirus Local Fiscal Recovery Fund (CLFRF) in the amount of \$5,466,707. Said funds are accepted in accordance with M.G.L. Chapter 44, Section 53A and pursuant to guidance and regulations issued by the US Department of the Treasury and further promulgated by the Commonwealth of Massachusetts' Executive Office for Administration and Finance (A&F) and the Director of the Division of Local Services (DLS).

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Councillor Charles F. Tontar

## CITY OF NEWBURYPORT




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 IN CITY COUNCIL

ORDERED:

June 28, 2021

**THAT**, the City of Newburyport fix the maximum amount that may be spent during fiscal year 2022 beginning on July 1, 2021 for the revolving funds established in city ordinances for certain departments, boards, committees, agencies or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E½, as follows, with any changes from fiscal year 2021 ~~double-stricken~~ and double-underlined:

| Revolving Fund                      | Department, Board, Committee, Agency or Officer Authorized to Spend from Fund | FY2022 Spending Limit                 |
|-------------------------------------|---|---------------------------------------|
| Council on Aging                    | Director of Council on Aging  | \$40,000                              |
| Recreational Services               | Director of Youth Services  | <del>\$535,000</del> <u>\$435,000</u> |
| Historical Commission               | Director of Planning & Development  | \$2,500                               |
| Electrical Inspector                | Building Commissioner   | <del>\$90,000</del> <u>\$105,000*</u> |
| Plumbing Inspector                  | Building Commissioner   | \$65,000                              |
| Gas Inspector                       | Building Commissioner   | \$55,000                              |
| Disabilities Commission             | ADA Coordinator   | \$3,000                               |
| Emma Andrews Library                | Director of Public Services   | \$30,000                              |
| Transient Vendors                   | Director of Public Health   | \$20,000                              |
| Planning & Zoning                   | Director of Planning & Development  | \$70,000                              |
| Animal Control                      | Director of Public Health   | \$6,000                               |
| Tree Commission                     | Newburyport Tree Warden   | \$10,000                              |
| Medicare/Medicaid                   | Director of Public Health   | \$25,000                              |
| Veterans Benefits                   | Director of Veteran's Services  | \$2,000                               |
| City Hall Maintenance               | Director of Public Services   | \$5,000                               |
| Senior Community Center Maintenance | Director of Public Services   | \$15,000                              |
| Parks Maintenance                   | Parks Director  | \$15,000                              |
| Solid Waste                         | Recycling/Energy Manager  | \$100,000                             |
| Assessor's Office                   | Assessor  | \$2,000                               |

\* Editorial Note: Change shown is already pending in ORDR255\_06\_07\_2021. Sponsor intends to amend this Order in Committee to reflect, pending outcome.

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Councillor Sharif I. Zeid

## CITY OF NEWBURYPORT




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 IN CITY COUNCIL

ORDERED:

June 28, 2021

**THAT The CITY COUNCIL of the City of Newburyport** hereby amends the Rule 20A of the City Council of the City of Newburyport 2021 to read as follows, with ~~deletions double-stricken and in italicized~~, and additions double-underlined and italicized:

**Rule 20A.** As with any Consent Agenda item, a single member of the Council may move such item to the regular Agenda. As provided in the Charter, the Council may elect to refer any proposed Mayoral Appointment to a standing or ad hoc Committee, which shall review such appointment and may make a recommendation to the Full Council not fewer than seven (7) nor more than 45 days after such referral. Such Committee may require any person whose name has been referred to it to appear before such Committee, or before the Full Council, to give any information relevant to the appointment that the Committee of the Full Council may require. Notwithstanding the optional referral of proposed appointments provided for in this Rule 20A, appointments and reappointments of the following officers shall always be referred through the Consent Agenda to the standing committee with oversight over such board or commission:

- Members of the Board of Health and Health Director;
- **Building Commissioner;**
- Building Inspector;
- City Auditor/Director of Finance;
- City Librarian;
- City Treasurer;
- Director of the Department of Public Services;
- Members of the Conservation Commission and Conservation Agent;
- Harbormaster;
- Members of the License Commission;
- Members of the Newburyport Redevelopment Authority board;
- Members of the Newburyport Waterfront Trust board;
- Members of the Planning Board, Planning Director, and Zoning Administrator;
- Members of the Water and Sewer Commission; and
- Members of the Zoning Board of Appeal.

Councillor Sharif I. Zeid

## ORDINANCES



# CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 10, 2021

## **AN ORDINANCE TO LIMIT ON-STREET PARKING ON MERRIMAC STREET DURING GAME TIMES AT THE LOWER ATKINSON COMMON FIELDS**

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

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

### **Sec. 13-174. - Parking limited—Generally.**

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

| <i>Street</i>                 | <i>Zones</i>   |
|-------------------------------|--|
| <u><i>Merrimac Street</i></u> | <u><i>Northerly side from Plummer Avenue to Moulton Street during prescheduled, permitted events at the Lower Atkinson Common fields</i></u>                             |
| <u><i>Merrimac Street</i></u> | <u><i>Southerly side from Moulton Street for a distance of approximately 150 feet east during prescheduled, permitted events at the Lower Atkinson Common fields</i></u> |

Submitted,

\_\_\_\_\_  
Councillor Christine E. Wallace

Approve: \_\_\_\_\_  
Donna D. Holaday, Mayor

Attest: \_\_\_\_\_  
Richard B. Jones, City Clerk

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

**In City Council May 10, 2021:**

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

**In City Council May 24, 2021:**

Motion to approve by Councillor McCauley, seconded by Councillor Tontar. Motion to amend by adding "scheduled games or events" and referencing Sec. 11-5 Parks Commission permit and posted schedule by the Parks Department by Councillor Vogel, seconded by Councillor Khan. Motion to move to a date certain, June 7, 2021 by Councillor Devlin, seconded by Councillor Lane. Roll call vote. 11 yes. Motion passes.

**In City Council June 7, 2021:**

Motion to amend to read "No parking during prescheduled, permitted events at the Lower Atkinson Common fields" by Councillor Wallace, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes. Motion to approve 1<sup>st</sup> reading as amended by Councillor McCauley, seconded by Councillor Wallace. Roll call vote. 11 yes. Motion passes.

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

**AN ORDINANCE ESTABLISHING THE AMERICAN RESCUE PLAN ACT STABILIZATION FUND**

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

Chapter 2 Administration  
Article VI Finance

**WHEREAS**, the City is expecting to receive approximately \$5 million dollars from the American Rescue Plan Act ("ARPA")

**WHEREAS**, the City's home rule Charter provides for a specific grant of power to the executive branch and separately to the legislative branch.

**WHEREAS**, the State Legislature is currently considering Bill H.3827 as to how the State allocation from ARPA will be handled

**WHEREAS**, it is in the best interest of residents to have due process, transparency, and open deliberation as it relates to the expenditure of these funds

**Sec. 2-396 – Establishment of the ARPA Stabilization Fund**

- a) There is hereby established a trust fund known as the American Rescue Plan Act Stabilization Fund ("ARPA Fund")
- b) The ARPA Fund shall consist of the City of Newburyport's receipt of American Rescue Plan Act Funds.
- c) The City Council may establish additional sources for proceeds in the future, amending this Ordinance Accordingly.
- d) The ARPA Fund shall be used in the interest of residents and in accordance with any State and Federal regulations
- e) Appropriations from this fund shall be made at the recommendation of the Mayor with the approval of a two-thirds vote of the City Council.
- f) This section is adopted pursuant to section 5B, chapter 40 of Massachusetts General Law.

Submitted:

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Councillor James J. McCauley

Ward 5 City Councillor, Chair Public Safety

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Councillor Sharif I. Zeid

Ward 1 City Councillor, Chair Budget & Finance

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

June 28, 2021

**AN ORDINANCE TO AMEND CERTAIN PROVISIONS OF THE NEWBURYPORT ZONING ORDINANCE PERTAINING TO WIND ENERGY FACILITES AND TOWERS ALONG I-95.**

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

**WHEREAS**, the City of Newburyport has a vested long-term interest in the creation and maintenance of renewable energy facilities; and

**WHEREAS**, the Commonwealth of Massachusetts, acting through the Department of Public Works and Public Works Commission, did on August 21, 1991 transfer to the City of Newburyport fee interest ownership of the so-called “Old Route I-95” Right of Way / Access Road (Assessor's Map 94 Lot 3), subject to certain restrictions and limitations; and

**WHEREAS**, the old I-95 access road land adjacent to I-95 may provide one or more viable locations for the construction of new wind turbines with little or no impact to abutters, in particular due to the lack of residential homes in the area;

**THEREFORE, LET IT BE ORDAINED THAT** uses number 616 and 617 in subsection V-D of the Zoning Ordinance entitled “Table of use regulations” be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double-stricken-through-and in bold~~, and additions double-underlined and in bold:

| 6. INDUSTRIAL/INFRASTRUCTURE            |     |                           |                 |     |     |     |     |     |     |       |       |     |    |     |     |
|---|-----|---------------------------|-----------------|-----|-----|-----|-----|-----|-----|-------|-------|-----|----|-----|-----|
| USE                                     | NUM | CON                       | HSR-A,<br>HSR-B | R-1 | R-2 | R-3 | B-1 | B-2 | B-3 | I-1   | I-1B  | I-2 | M  | WMD | WMU |
| Wind Energy Conversion Facility         | 616 | <u>NP</u><br><u>SP(g)</u> | NP              | NP  | NP  | NP  | NP  | NP  | NP  | SP(g) | SP(g) | NP  | NP | NP  | NP  |
| Wind Monitoring or Meteorological Tower | 617 | <u>NP</u><br><u>SP(g)</u> | NP              | NP  | NP  | NP  | NP  | NP  | NP  | P(g)  | P(g)  | NP  | NP | NP  | NP  |

**AND FURTHER, THAT** Footnote (g) of the “Table of use regulations” contained within Section V-D of the Zoning Ordinance be amended pursuant to Section XII-B (Adoption and

Amendment) to read as follows, with deletions ~~double stricken through and in bold~~, and additions **double-underlined and in bold**:

- (g) Subject to special permit regulations; please refer to section XXVI for further information. Site plan review is not required for wind energy conversion facilities. **Within the Agricultural/Conservation (“Ag/C” or “CON”) District Wind Energy Conversion Facilities and Wind Monitoring or Meteorological Towers shall only be permitted within the Old I-95 Right-of-Way / Access Road corridor on the East side of present day I-95 (Assessors Map 94 Lot 3).**

**AND FURTHER, THAT** Subsections 1 and 2 of Section XXVI-C (entitled “Applicability and criteria”) be amended pursuant to Section XII-B (Adoption and Amendment) to read as follows, with deletions ~~double stricken through and in bold~~, and additions **double-underlined and in bold**:

1. The construction of any wind energy conversion facility shall be permitted in the **Ag/C (“A/C” or “CON”),** I-1 and I-1B zoning districts, a minimum distance of three hundred (300) feet from a residential zoning district, subject to issuance of a special permit and provided the proposed use complies with all dimensional and special permit regulations set forth in sections F and G of this section.
2. Wind monitoring or meteorological towers shall be permitted in the **Ag/C (“A/C” or “CON”),** I-1 and I-1B zoning districts, a minimum distance of three hundred (300) feet from a residential zoning district, subject to issuance of a building permit for a temporary structure. Only one (1) monitoring or meteorological tower per lot is allowed.

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Councillor Barry N. Connell



**Proposed Zoning Change  
Old Route I-95 Right of Way / Access Road (Assessor's Map 94 Lot 3)**

