

**CITY COUNCIL “HYBRID”**

**MEETING AGENDA v3**

**March 28, 2022**

**Global Presentation on 107 State Street 7:00 pm**

\*\*\*\*\*

**City Council Meeting 7:30 pm**

**LOCATION: City Council Chambers, City Hall**

**60 Pleasant Street, Newburyport**

Zoom details:

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

Or One tap mobile:

US: +19292056099,81299990548#

Or Telephone:

US: +1 929 205 6099

Webinar ID: 812 9999 0548

**1. MOMENT OF SILENCE**

**2. PLEDGE OF ALLEGIANCE**

**3. CALL TO ORDER**

**4. LATE FILE**

- ORDR00333\_03\_28\_2022 CPC FY22 Supplementary Nock Tennis Restoration
- ORDR00337\_03\_28\_2022 Settlement High Street Paving 150K
- COMM00400\_03\_28\_2022 Ltr. Stephen Jean NYS Presentation
- COMM00401\_03\_28\_2022 Ltrs. IFS Settlement

**5. PUBLIC COMMENT**

**6. MAYOR'S COMMENT**

**CONSENT AGENDA**

NOTE: ALL ITEMS LISTED UNDER CONSENT AGENDA WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

**7. APPROVAL OF MINUTES**

- March 14, 2022

(Approve)

**8. COMMUNICATIONS**

- COMM00398\_03\_28\_2022 Memo DHCD MBTA Housing Choice Briefing (P&D/COTW)
- COMM00399\_03\_28\_2022 FY23 Capital Improvement Plan and Budget Workshop Schedule (R&F)
- APPL00067\_03\_28\_2022 Newburyport Lions Club Road Race 8/2/2022 (PS)

**9. TRANSFERS**

**10. APPOINTMENTS**

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

### **BUDGET & FINANCE**

- TRAN00122\_03\_14\_2022 Gen. Fund Free Cash \$250K to Compensated Absences Reserve Fund \$250K
- ORDR00327\_03\_14\_2022 Parklet Maintenance Fund
- ORDR00328\_03\_14\_2022 Parklet Maintenance Stabilization Fund Usage

### **LICENSE & PERMITS**

- ORDR00329\_03\_14\_2022 List of Applicants for Parklet Use

### **NEIGHBORHOOD & CITY SERVICES**

- ODNC00106\_02\_14\_2022 **\*TABLED\*** CH2 COA Ordinance Amendment

### **PLANNING & DEVELOPMENT**

- APPT00306\_03\_14\_2022 Richard Yeager 19 Water St. #2 Planning Board 3/31/2027

### **PUBLIC SAFETY**

- COMM00397\_03\_14\_2022 Laura Vlasuk Health Director

### **END OF CONSENT AGENDA**

### **REGULAR AGENDA**

#### **9. PRESENTATION ON 59 LOW STREET SITE FEASIBILITY PLAN**

#### **10. MAYOR'S UPDATE**

#### **11. FIRST READING APPOINTMENTS**

#### **12. COMMUNICATIONS**

- COMM00400\_03\_28\_2022 **Late File** Ltr Stephen Jean NYS Presentation
- COMM00401\_03\_28\_2022 **Late File** Ltrs. IFS Settlement

#### **13. TRANSFERS**

#### **14. SECOND READING APPOINTMENTS**

- APPT00304\_03\_14\_2022 Heidi Newfell 10 Orange St. Cultural Council 3/31/2025
- APPT00307\_03\_14\_2022 Sophie Korpics 26 Dove St. Comm. On Disabilities 3/31/2025

#### **15. ORDERS**

- ORDR00330\_03\_28\_2022 License Agreement between City and Friends of Plum Island Light
- ORDR00331\_03\_28\_2022 Loading Zone Green Street
- ORDR00316\_01\_10\_2022 Amended City Council Rules 2022 (**RECONSIDER PURUANT TO COUNCIL RULE 14**)
- ORDR00332\_03\_28\_2022 Authorizing the Settlement - IFS and Planning Board Appeal
- ORDR00333\_03\_28\_2022 **Late File** CPC FY22 Supplementary Nock Tennis Restoration
- ORDR00334\_03\_28\_2022 ARPA Sea Wall Joppa Park 100K
- ORDR00335\_03\_28\_2022 ARPA 2.4K Streets Sidewalks
- ORDR00336\_03\_28\_2022 ARPA Amesbury 250K
- ORDR00337\_03\_28\_2022 **Late File** Settlement High Street Paving 150K

## 16. ORDINANCES

- ODNC098\_10\_12\_2021 2<sup>nd</sup> Reading Permanent Parklets Legislation
- ODNC00107\_02\_28\_2022 2<sup>nd</sup> Reading 15 Minute Parking Spaces
- ODNC00108\_02\_28\_2022 2<sup>nd</sup> Reading City Council Meeting Start Time to 7 pm

## 17. COMMITTEE ITEMS

### Ad Hoc Committee on Economic Development

#### *In Committee:*

### Ad Hoc Committee on Market Landing Park and COTW

#### *In Committee:*

- ORDR00326\_03\_14\_2022 To Approve Sasaki Design Progress

### Budget & Finance

#### *In Committee:*

- TRAN00122 03 14 2022 Gen. Fund Free Cash \$250K to Comp. Absences Reserve Fund \$250K
- ORDR00327 03 14 2022 Parklet Maintenance Fund
- ORDR00328 03 14 2022 Parklet Maintenance Stabilization Fund Usage

### Education

#### *In Committee:*

### General Government

#### *In Committee:*

- ORDR00319\_02\_14\_2022 Kelley School Funds Order
- ORDR00324\_03\_14\_2022 Ad Hoc on Adaptive Reuse of Brown School

### License & Permits

#### *In Committee:*

- ORDR00329 03 14 2022 List of Applicants for Parklet Use
- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules
- COMM00385\_01\_31\_2022 STRU Fire Sprinkler Systems
- COMM00388\_01\_31\_2022 UPDATED STRU Fire Sprinkler Systems

### Neighborhoods & City Services

#### *In Committee:*

- ODNC00106 02 14 2022 \*TABLED\* CH2 COA Ordinance Amendment
- COMM299\_02\_08\_2021 Phillips Dr. Neighborhood Committee Ltr
- ODNC102\_11\_08\_2021 Ch. 17 Stormwater Management Revisions
- ODNC00103\_01\_10\_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- ODNC00109\_03\_14\_2022 Amendment to Sidewalks Specifying Sidewalk Materials
- COMM00395\_03\_14\_2022 St. & Sidewalk Repair Plan (COTW)

### Planning & Development

#### *In Committee:*

- APPT00306 03 14 2022 Richard Yeager 19 Water St. #2 Planning Board 3/31/2027
- ODNC046\_01\_27\_2020 Zoning Amendment Short Term Rental Unit (STRU) (COTW)
- COMM00382\_01\_31\_2022 Update from Global re 107 State Street
- ODNC00105\_02\_14\_2022 Zoning Amendment Business Park Uses
- APPT00305\_03\_14\_2022 Dan Mello 2 B Fulton St. Waterfront Trust 3/31/2027

**Public Safety**

*In Committee:*

- **COMM00397 03 14 2022 Laura Vlasuk Health Director**
- COMM00396\_03\_14\_2022 Ltr. Stephen Comley
- COMM00390\_02\_28\_2022 Gregory Caplan Ltr-Low St./Bright Horizons access to Fuller Field

**Public Utilities**

*In Committee:*

**Rules**

*In Committee:*

- ORDR239\_02\_8\_2021 Council Rule 7 and 10B

**18. GOOD OF THE ORDER**

**19. ADJOURNMENT**

# **CONSENT AGENDA**

**CITY COUNCIL “HYBRID”**

**MEETING MINUTES**

**March 14, 2022**

**City Council Meeting 7:30 pm**

**LOCATION: City Council Chambers, City Hall**

**60 Pleasant Street, Newburyport**

Zoom details:

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

Or One tap mobile:

US: +19292056099,81299990548#

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Webinar ID: 812 9999 0548

**1. MOMENT OF SILENCE**

Remembering Paul Kolman, Priscilla Morse, Gurney Arnold, and Richard O'Brien

**2. PLEDGE OF ALLEGIANCE**

**3. CALL TO ORDER**

The City Council President Heather Shand called the meeting to order at 7:30 pm and asked the City Clerk, Richard B. Jones, to call the roll. The following City Councillors answered present McCauley, Preston, Vogel, Wallace, Wright, Zeid, Cameron, Donahue, and Shand. 9 present, 2 absent (BL, AK)

**4. LATE FILE**

- ORDR00329\_03\_14\_2022 List of Applicants for Parklet Use
- ODNC00109\_03\_14\_2022 Amendment to Sidewalks Specifying Sidewalk Materials

Motion to waive the rules and accept the late files by Councillor Zeid, seconded by Councillor Cameron. Roll call vote. 9 yes, 2 absent (BL, AK). Motion passes.

**5. PUBLIC COMMENT**

**6. MAYOR'S COMMENT**

**CONSENT AGENDA**

NOTE: ALL ITEMS LISTED UNDER CONSENT AGENDA WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

**7. APPROVAL OF MINUTES**

- February 28, 2022 (Approve)

**8. COMMUNICATIONS**

- COMM00393\_03\_14\_2022 Merrimack Valley Planning Comm. FY23 City Financial Requirements (R&F)
- COMM00395\_03\_14\_2022 St. & Sidewalk Repair Plan (N&CS)
- COMM00396\_03\_14\_2022 Ltr. Stephen Comley (PS)
- COMM00397\_03\_14\_2022 Laura Vlasuk Health Director (R&F)

**9. TRANSFERS**

- TRAN00122\_03\_14\_2022 General Fund Free Cash \$250,000 to (B&F)  
Compensated Absences Reserve Fund \$250,000

**10. APPOINTMENTS**

- APPT00304\_03\_14\_2022 Heidi Newfell 10 Orange St. Cultural Council 3/31/2025

- Re-Appointment
- APPT00305\_03\_14\_2022 Dan Mello 2 B Fulton St. Waterfront Trust 3/31/2027 (P&D)
- APPT00306\_03\_14\_2022 Richard Yeager 19 Water St. #2 Planning Board 3/31/2027 (P&D)
- APPT00307\_03\_14\_2022 Sophie Korpics 26 Dove St. Comm. On Disabilities 3/31/2025

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

**AD HOC COMMITTEE ON ECONOMIC DEVELOPMENT**

- ODNC098\_10\_12\_2021 Permanent Parklets Legislation

**NEIGHBORHOOD & CITY SERVICES**

- ODNC00106\_02\_14\_2022 CH2 COA Ordinance Amendment

**PLANNING & DEVELOPMENT**

- APPT00301\_02\_28\_2022 Jamie Pennington 8 Buck St. Planning Board 3/1/2027
- APPT00302\_02\_28\_2022 Andrew F. Bernhardt 35 Oakland St. Historical Comm. 3/1/2025

**PUBLIC SAFETY**

- ODNC00107\_02\_28\_2022 15 Minute Parking Spaces
- ORDR00321\_02\_28\_2022 An Act Authorizing the Continued Employment of Officer Vorderis
- ORDR00323\_02\_28\_2022 Route 1 Speed Limit

**RULES**

- ORDR00316\_01\_10\_2022 Amended City Council Rules 2022
- ODNC00108\_02\_28\_2022 City Council Meeting Start Time to 7 pm

At the request of Councillor McCauley COMM00397\_03\_14\_2022 is removed from the Consent Agenda. Motion to approve the Consent Agenda as amended by Councillor Zeid, seconded by Councillor Cameron. So voted.

**END OF CONSENT AGENDA  
REGULAR AGENDA**

**9. MAYOR'S UPDATE**

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

**10. FIRST READING APPOINTMENTS**

**11. COMMUNICATIONS**

- COMM00397\_03\_14\_2022 Laura Vlasuk Health Director
- Motion to Table until the end of the meeting by Councillor McCauley, seconded by Councillor Vogel. So voted.

**12. TRANSFERS**

**13. SECOND READING APPOINTMENTS**

## 14. ORDERS

- ORDR00322\_02\_28\_2022 Licensed Contractor Boston North Development Excavation Services LLC  
**(TABLED)**  
Motion to remove from the Table by Councillor Vogel, seconded by Councillor Zeid. So voted. Motion to approve by Councillor Vogel, seconded by Councillor Zeid. So Voted.
- ORDR00324\_03\_14\_2022 Ad Hoc on Adaptive Reuse of Brown School  
Motion to refer to Planning & Development by Councillor Cameron, seconded by Councillor Vogel. Motion withdrawn. Motion to refer to General Government by Councillor McCauley, seconded by Councillor Vogel. So voted. 8 yes, 2 absent (BL, AK), 1 no (SZ).
- ORDR00326\_03\_14\_2022 To Approve Sasaki Design Progress  
Motion to refer to Ad Hoc Committee on Market Landing Park by Councillor McCauley, seconded by Councillor Vogel. So voted.
- ORDR00327\_03\_14\_2022 Parklet Maintenance Fund
- ORDR00328\_03\_14\_2022 Parklet Maintenance Stabilization Fund Usage  
Motion to refer collectively to Budget & Finance by Councillor Zeid, seconded by Councillor McCauley. So voted.
- ORDR00329\_03\_14\_2022 Late File List of Applicants for Parklet Use  
Motion to refer to License & Permits by Councillor Zeid, seconded by Councillor McCauley. So voted.

## 15. ORDINANCES

- ODNC00104\_01\_31\_2022 2<sup>nd</sup> reading Handicapped Parking Space – Liberty Street  
Motion to approve on second reading by Councillor Donahue, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (BL, AK). Motion passes.
- ODNC00109\_03\_14\_2022 Amendment to Sidewalks Specifying Sidewalk Materials  
Motion to refer to Neighborhood & City Services by Councillor Zeid, seconded by Councillor McCauley. So voted.

## 16. COMMITTEE ITEMS

### Ad Hoc Committee on Economic Development

#### *In Committee:*

- **ODNC098 10 12 2021 Permanent Parklets Legislation**  
Motion to waive rule 12B by Councillor Zeid, seconded by Councillor Vogel. So voted. Motion to approve on first reading by Councillor Shand, seconded by Councillor Vogel. Roll call vote. 9 yes, 2 absent (BL, AK). Motion passes.

### Ad Hoc Committee on Market Landing Park and COTW

#### *In Committee:*

### Budget & Finance

#### *In Committee:*

### Education

#### *In Committee:*

### General Government

#### *In Committee:*

- ORDR00319\_02\_14\_2022 Kelley School Funds Order

### License & Permits

#### *In Committee:*

- ODNC047\_01\_27\_2020 General Ordinance - Short Term Rental Units Rules
- COMM00385\_01\_31\_2022 STRU Fire Sprinkler Systems
- COMM00388\_01\_31\_2022 UPDATED STRU Fire Sprinkler Systems



## Neighborhoods & City Services

### *In Committee:*

- COMM299\_02\_08\_2021 Phillips Dr. Neighborhood Committee Ltr
- ODNC102\_11\_08\_2021 Late File - Ch. 17 Stormwater Management Revisions
- ODNC00103\_01\_10\_2022 Streets, Sidewalks, and Other Public Places Alterations & Maintenance
- **ODNC00106 02 14 2022 CH2 COA Ordinance Amendment**  
Motion to Table by Councillor Wallace, seconded by Councillor Zeid. So voted.

## Planning & Development

### *In Committee:*

- ODNC046\_01\_27\_2020 Zoning Amendment Short Term Rental Unit (STRU) (COTW)
- COMM00382\_01\_31\_2022 Update from Global re 107 State Street
- ODNC00105\_02\_14\_2022 Zoning Amendment Business Park Uses
- **APPT00301 02 28 2022 Jamie Pennington 8 Buck St. Planning Board 3/1/2027**  
Motion to approve by Councillor Cameron, seconded by Councillor Vogel. Roll call vote. 8 yes, 1 present (SZ), 2 absent (BL, AK). Motion passes.
- **APPT00302 02 28 2022 Andrew F. Bernhardt 35 Oakland St. Historical Comm. 3/1/2025**  
Motion to approve by Councillor Cameron, seconded by Councillor Wright. Roll call vote. 9 yes, 2 absent (BL, AK). Motion passes.

## Public Safety

### *In Committee:*

- **ODNC00107 02 28 2022 15 Minute Parking Spaces**  
Motion to approve as amended on first reading changing the directional word for Liberty Street from “westerly” to “southerly” by Councillor McCauley, seconded by Councillor Cameron. Roll call vote. 7 yes, 2 no (CP, SZ), 2 absent (BL, AK). Motion passes.
- **ORDR00321 02 28 2022 An Act Authorizing the Continued Employment of Officer Vorderis**  
Motion to add a friendly amendment to include the words “Home Rule Petition” before the words “An Act Authorizing” by Councillor Zeid, seconded by Councillor Cameron. Motion to approve as amended by Councillor McCauley, seconded by Councillor Cameron. Roll call vote. 9 yes, 2 absent (BL, AK). Motion passes.
- **ORDR00323 02 28 2022 Route 1 Speed Limit**  
Motion to approve by Councillor McCauley, seconded by Councillor Cameron. Roll call vote. 8 yes, 1 no (SZ), 2 absent (BL, AK). Motion passes.
- COMM00390\_02\_28\_2022 Gregory Caplan Ltr-Low St./Bright Horizons access to Fuller Field

## Public Utilities

### *In Committee:*

## Rules

### *In Committee:*

- ORDR239\_02\_8\_2021 Council Rule 7 and 10B
- **ORDR00316 01 10 2022 Amended City Council Rules 2022**  
Motion to approve as amended in Committee to strike “and Health Director” by Councillor Vogel, seconded by Councillor Zeid. Motion to amend to add Rule 20B “The Health Director, upon appointment by the Board of Health, shall be placed in the packet for referral to the Committee on Public Safety for review and recommendation to the full Council as a receive and file.” By Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (BL, AK). Motion to approve as amended by Councillor Vogel, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (BL, AK). Motion passes.
- **ODNC00108 02 28 2022 City Council Meeting Start Time to 7 pm**  
Motion to approve on first reading by Councillor Vogel, seconded by Councillor Donahue. Roll call vote. 8 yes, 1 no (SZ), 2 absent (BL, AK). Motion passes.

- COMM00397\_03\_14\_2022 Laura Vlasuk Health Director  
Motion to remove from the Table by Councillor McCauley, seconded by Councillor Cameron. So voted.  
Motion to refer to Public Safety by Councillor McCauley, seconded by Councillor Cameron. So voted.
- COMM00395\_03\_14\_2022 St. & Sidewalk Repair Plan  
Motion to reconsider by Councillor Wallace, seconded by Councillor Cameron. So voted. Motion to refer to Neighborhood & City Services and COTW by Councillor Wallace, seconded by Councillor Cameron. So voted.

**17. GOOD OF THE ORDER**

Councillor Zeid noted that the budget season meetings were upcoming.

Council President Shand noted that Global will be addressing the Council at 6:30 pm on Monday, March 28<sup>th</sup> prior to the 7:00 pm City Council meeting.

**18. ADJOURNMENT**

Motion to adjourn at 8:52 pm by Councillor Zeid, seconded by Councillor McCauley. So voted.

# COMMUNICATIONS



**CITY OF NEWBURYPORT**  
**OFFICE OF PLANNING AND DEVELOPMENT**  
 60 PLEASANT STREET • P.O. BOX 550  
 NEWBURYPORT, MA 01950  
 (978) 465-4400

**MEMORANDUM**

**TO: Newburyport City Council**

**FROM: Andrew R. Port, Director of Planning & Development**

**CC: Sean R. Reardon, Mayor  
Newburyport Planning Board**

**RE: 2021 Housing Choice Legislation – DHCD Guidance for MBTA Communities  
Required Local Council Briefing**

**DATE: March 15, 2022**

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The purpose of this memorandum is to request that the Council schedule a required meeting regarding the above legislation and recently issued guidance thereunder from the Massachusetts Department of Housing & Community Development (DHCD).

Background

Chapter 358 of the Acts of 2020, also referred to as “Housing Choice” legislation, included a series of revisions to MGL Chapter 40A, commonly known as the Zoning Act, which applies to 350 cities and towns in Massachusetts (excluding Boston). Section 18 of chapter 358 of the Acts of 2020 added a new section 3A to Chapter 40A, applicable to MBTA communities (*including Newburyport due to the commuter rail station*). Subsection (a) of Section 3A provides:

*“An MBTA community shall have a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, however, that such multi-family housing shall be without age restrictions and shall be suitable for families with children. For the purposes of this section, a district of reasonable size shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.”*

The purpose of Section 3A is to encourage MBTA communities to adopt local zoning districts where multi-family zoning is permitted as of right, and that meet other requirements set forth in the statute. DHCD was authorized by the legislature to promulgate guidelines to determine if an MBTA community is in compliance with Section 3A. These guidelines establish, amongst other things, thresholds for minimum district size and

gross density to achieve a “reasonable” overall multi-family buildout potential in close proximity to the MBTA Commuter Rail Station. DHCD has also established requirements for interim compliance, including submission of an action plan to identify the necessary/proposed revisions to local zoning, and timeframes for achieving full compliance (*i.e. adoption of such zoning*).

If at any point DHCD determines that an MBTA community is not in compliance with Section 3A, that MBTA community will not be eligible for funds from the following grant programs: (i) the Housing Choice Initiative; (ii) the Local Capital Projects Fund; or (iii) the MassWorks infrastructure program. DHCD may also, in its discretion, take non-compliance into consideration when making other discretionary grant awards. For practical purposes this impact on grant eligibility will take effect in 2024. However, in order to maintain “interim compliance” Newburyport must first hold a local briefing (“*presentation of the Draft Guidelines*”) in a meeting of the City Council prior to May 2, 2022. The Office of Planning & Development will note Council questions and concerns raised in relation to these DHCD guidelines, convey them to DHCD along with confirmation that this local briefing has been held, and circle back with an update and recommended “next steps” following the issuance of final DHCD guidelines later this year.

### Request & Recommendation

Based on Newburyport’s posted calendar of public meetings I recommend that the Council schedule the required meeting and briefing noted above (*as Council/COTW*) for **7pm on Wednesday, April 13, 2022**. At this time I can provide an overview of the relevant housing choice legislation, DHCD guidelines for MBTA communities and the potential implications for Newburyport specifically. Council questions and concerns will be noted, and DHCD will be advised accordingly. I anticipate that revised guidelines will be issued by DHCD later this year, following their review of local concerns across the Commonwealth from communities similarly impacted by the new DHCD expectations. Pending updated guidance from DHCD, the City will then have additional time to decide what changes, if any, to make to Newburyport’s 40R District or other zoning in proximity to the MBTA Commuter Rail Station for the purposes of achieving compliance in 2023-2024.

Please advise relative to the above meeting date at your earliest convenience. Thank you.

# Memo

To: Newburyport City Council

From: Sharif Zeid

Date: March 16<sup>th</sup>, 2022

Re: FY23 Capital Improvement Plan and Budget Workshop Schedule

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Councillors,

Attached, please find the schedule of workshops, hearings, and votes for the FY23 Fiscal Year Capital Improvement Plan and FY23 Budget.

We will follow a process similar to last year's with the following general goals:

- 1) Spread out meetings while adhering to Charter schedule, avoid Council special meetings, when possible
- 2) Put meetings together by theme so that the night has cohesiveness and aligns with City Council Committees
- 3) Do the budget deliberation and final vote on its own night to avoid other business
- 4) Align the CIP and budget as much as possible as allowed by Charter and relative to City Council regular schedule

As always, your feedback is welcome should have any suggestions on how to improve upon this process or schedule.

Respectfully,  
Sharif

# FY23 Budget Process and Schedule

- A. Charter/Statutory Deadline
- B. Regular meeting of the City Council
- C. Regular meeting of B&F Committee
- D. Mayor Action
- E. City Council Meeting
- F. City Council Vote
- G. Public Hearing

Schedule (see next page for detail):

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Mar 2022</b>		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28 (b) (D) CIP Submitted to City Council	29	30	31 (c)	1 (A) Deadline to Submit Mayor's Proposed CIP	2	3
<b>Apr 2022</b>	4 11 (b)	5	6	7 14 (c)	8	9	10
		12	13		15	16	17
	18	19	20	21	22	23	24
	25 (b)	26 (A) Advertise Public Hearing on CIP (min. 2 week notice)	27	28 (c)	29	30	1
<b>May 2022</b>	2 9 (b) (D) Budget Submitted to City Council	3	4	5 12 (c)	6	7	8
		10	11	(E) Workshop 1: Revenue Forecast, General Administration, Finance, Shared Services	13	14	15 (A) Deadline to Submit Mayor's Proposed Budget
	16	17 (A) Advertise Public Hearing on Budget (min. 2 week notice)	18 CIP Discussion (Public Services)	19 (E) Workshop 2: Education (Budget + CIP)	20	21	22
	23	24	25 CIP Discussion (Public Safety, NYS)	26 (G) CIP Public Hearing (E) Workshop 3: Planning & Development (Budget + CIP)	27	28	29
	30	31 (b) (F) Council Vote on CIP (A) Deadline for Council on CIP	1	2 (E) Workshop 4: Public Safety (Fire, Police, Harbormaster)	3	4	5
<b>Jun 2022</b>	6	7 (c)	8	9 (E) Workshop 5: Public Services (Water, Sewer, Highway)	10	11	12
	13 (b)	14	15 (E) Workshop 6: Social Services	16 (c) (G) Budget Public Hearing (E) Workshop 7: Clean up discussion	17	18	19
	20	21 (F) Special City Council Meeting to Vote on Budget	22	23 (A) 45 <sup>th</sup> day from budget submission, last day for Council to act on budget	24	25	26

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	27 (b)	28	29	30 (c)	1	2	3

### Workshop Detail:

#### Agenda:

Item	Estimated Time
Budget and Finance/COTW meeting opened and roll taken	2 minutes
Public Comment (expands to allow any member of the public an opportunity to speak)	8 minutes
Department heads of each department offer thoughts and outlook	20 minutes (~5 mins/dept.)
Line-item Review (Last year's spending, Proposed amounts, etc)	30 minutes
Discussion and Q&A	35 minutes
City-wide discussion (e.g. how does this fit into the City budget & goals)	10 minutes
Information request compilation	5 minutes
Public comment (expands to allow any member of the public an opportunity to speak)	8 minutes
Adjournment	2 minutes
<b>Total:</b>	<b>2 Hours</b>

#### Detailed Breakdown:

Workshop 1: Revenue Forecast, General Administration, Finance, and Shared Services	<ul style="list-style-type: none"> <li>• City Clerk <ul style="list-style-type: none"> <li>○ City Council</li> <li>○ Board of Registrars</li> <li>○ Parking Clerk</li> </ul> </li> <li>• Mayor's Office <ul style="list-style-type: none"> <li>○ Legal</li> <li>○ General Administration</li> </ul> </li> <li>• Information Technology (IT)</li> <li>• Auditor</li> <li>• Assessor</li> <li>• Treasurer/Collector</li> <li>• Human Resources <ul style="list-style-type: none"> <li>○ Health Insurance</li> </ul> </li> <li>• Retirement System</li> <li>• Debt Service</li> </ul>
Workshop 2: Education	<ul style="list-style-type: none"> <li>• Newburyport Public Schools</li> <li>• Essex North Shore Technical High School</li> <li>• Whittier Regional Vocational Technical High School</li> </ul>
Workshop 3: Planning and Development	<ul style="list-style-type: none"> <li>• Planning and Development</li> <li>• Building Department</li> <li>• Parks</li> </ul>
Workshop 4: Public Safety	<ul style="list-style-type: none"> <li>• Emergency Management</li> <li>• Fire</li> <li>• Police</li> <li>• Health <ul style="list-style-type: none"> <li>○ Animal Control</li> </ul> </li> <li>• Sustainability</li> <li>• Harbormaster Enterprise Fund</li> </ul>
Workshop 5: Public Services	<ul style="list-style-type: none"> <li>• DPS: Highway Division</li> <li>• Snow and Ice</li> <li>• Water Enterprise Fund</li> <li>• Sewer Enterprise Fund</li> </ul>
Workshop 6: Social Services	<ul style="list-style-type: none"> <li>• Council on Aging</li> <li>• Newburyport Public Library</li> <li>• Youth Services</li> <li>• Veteran's Services</li> </ul>
Workshop 7: Hearing/Clean-up/Discussion	<ul style="list-style-type: none"> <li>• Public Hearing</li> <li>• Open discussion/initial deliberation</li> </ul>



RECEIVED  
CITY CLERK'S OFFICE

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

PARADE \_\_\_\_\_ ROAD RACE  WALKATHON \_\_\_\_\_  
2022 MAR 22 PM 2:23

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

2. Name, Address & Daytime Phone Number of Organizer:  
Bob LaFrance  
6 GOLF WINDS LANE  
SALISBURY, MA 978-270-3951

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

4. Date of Event: AUG. 2, 2022 Expected Number of Participants: 3000

5. Start Time: 8 AM Expected End Time: 8:30 PM

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

7. Locations of Water Stops (if any): see attach map

8. Will Detours for Motor Vehicles Be Required? yes If so, where? see police dept.

9. Formation Location & Time for Participants: N.H.S Grounds

10. Dismissal Location & Time for Participants: N.H.S. Grounds

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 \_\_\_\_\_

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 3/22/22 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.

<b>Approval Required</b>	<b>Date:</b> _____	<b>Signature</b> _____
_____	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:	_____ <i>Fire Dept. provides Detail</i>
	Is Fire Detail Required:	_____ # of Details Assigned: <u>2</u>
_____	9. Public Works: Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply	
	<input type="checkbox"/> Yes: \$ _____ due on _____	<input type="checkbox"/> No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Recreation Department:	_____
_____	11. License Commission	_____

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

**Limitations**

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

# NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. 978-270-3951

Fax. N/A

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

- NAME OF EVENT: Newburyport Lions Y.H. 5K & 10 mi Road Races
- Date: August 2, 2022 Time: from 8 AM to 8 PM  
Rain Date: - Time: from - to -
2. Location: Newburyport High School and NBPT Streets
3. Description of Property: High School Grounds Public  Private
4. Name of Organizer: Newburyport Lions Club City Sponsored Event: Yes  No   
Contact Person Bob LaFrance  
Address: NBPT LIONS P.O. Box 545 Telephone: 978-270-3951  
E-Mail: YANKEESEACOAST@COMCAST.NET Cell Phone:  
Day of Event Contact & Phone: BOB LAFRANCE 978-270-3951
5. Number of Attendees Expected: 3,000
6. MA Tax Number: 47-353-2870
7. Is the Event Being Advertised? Yes Where? Lions Website, V.H. Publicity
8. What Age Group is the Event Targeted to? ALL AGE GROUPS
9. Have You Notified Neighborhood Groups or Abutters? Yes  No  Who? \_\_\_\_\_

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

- A. Vending: Food  Beverages  Alcohol NO Goods NO Total # of Vendors 0
- B. Entertainment: (Subject to City's Noise Ordinance.) Live Music NO DJ yes Radio/CD NO  
Performers N/A Dancing N/A Amplified Sound N/A Stage N/A
- C. Games /Rides: Adult Rides N/A Kiddie Rides N/A Games N/A Raffle N/A  
Other \_\_\_\_\_ Total # \_\_\_\_\_  
Name of Carnival Operator: N/A  
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? 12
- b) How many recycling receptacles will you be providing? MOLLY ETTEBOROUGH 12
- c) Will you be contracting for disposal of : Trash Yes \_\_\_ No  Recycling Yes \_\_\_ No
- i. If yes, size of dumpster(s): Trash 10 YARD Recycling AT N.H.S.
- ii. Name of disposal company: Trash G. MELLO Recycling Molly ETTenborough
- 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? Molly ETTenborough

**If no:**

- a) # of trash container(s) to be provided by DPS 12 NHS JANITORS
- b) # of recycling container(s) to be provided by Recycling Office CITY HEALTH DEPT. 12
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

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

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

# 30 Standard # 2 ADA accessible

Name of company providing the portable toilets: Red's

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

**13-101 Enforcement**

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

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

**Signed:** Robert A. Cotroneo **Date:** 03/17/22

**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,

(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.

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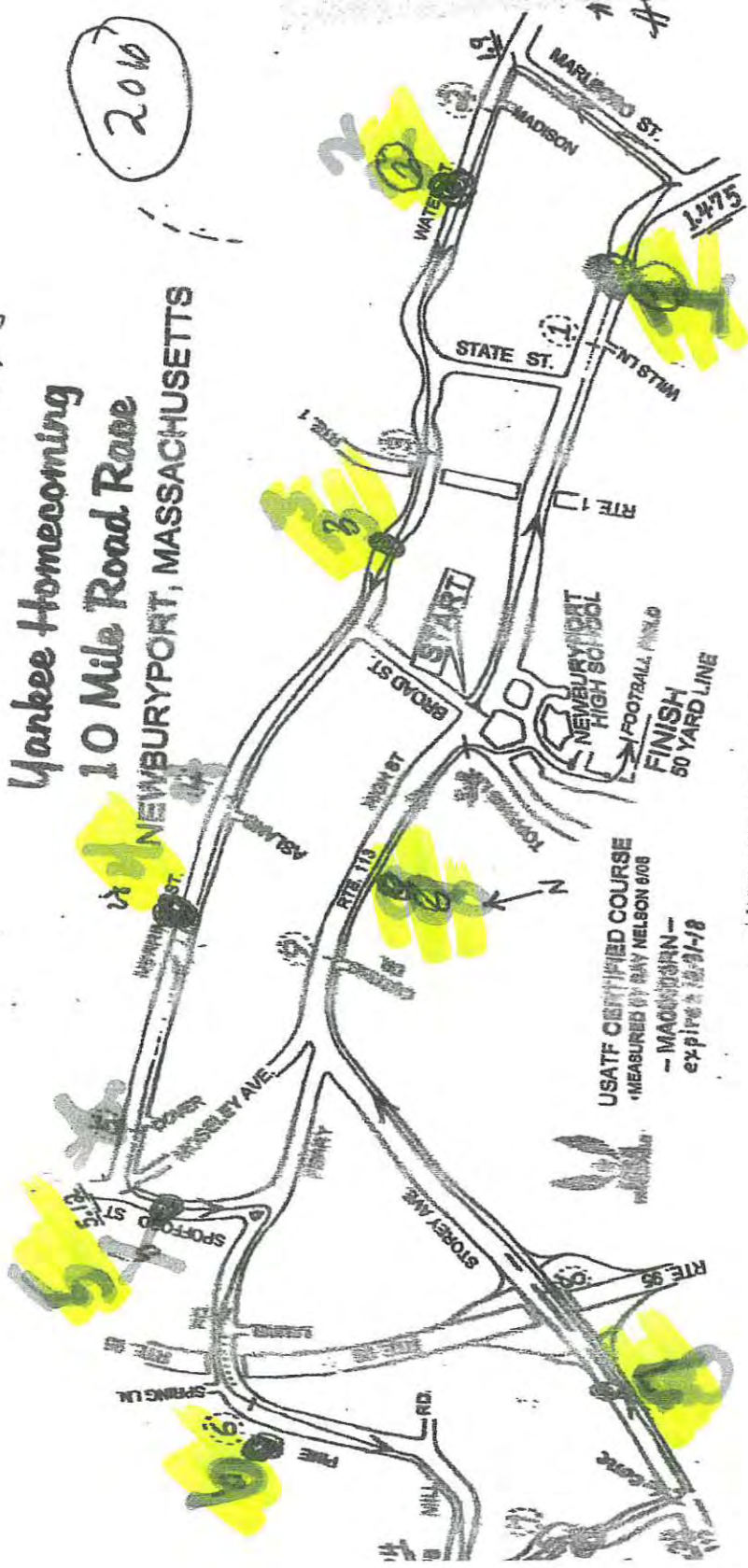
Pg 6 of 14

11/20/11

"WATER STEPS"

# Yankee Homecoming 10 Mile Road Race NEWBURYPORT, MASSACHUSETTS

2017



- #1 39 High St
- #2 59 Water St
- #3 Owen Merrimac
- #4 437 Merrimac
- #5 28 Spofford St
- #6 3 Pinehill Rd
- #7 Play To LA
- #8 West End Fire Sta
- #9 343 High St



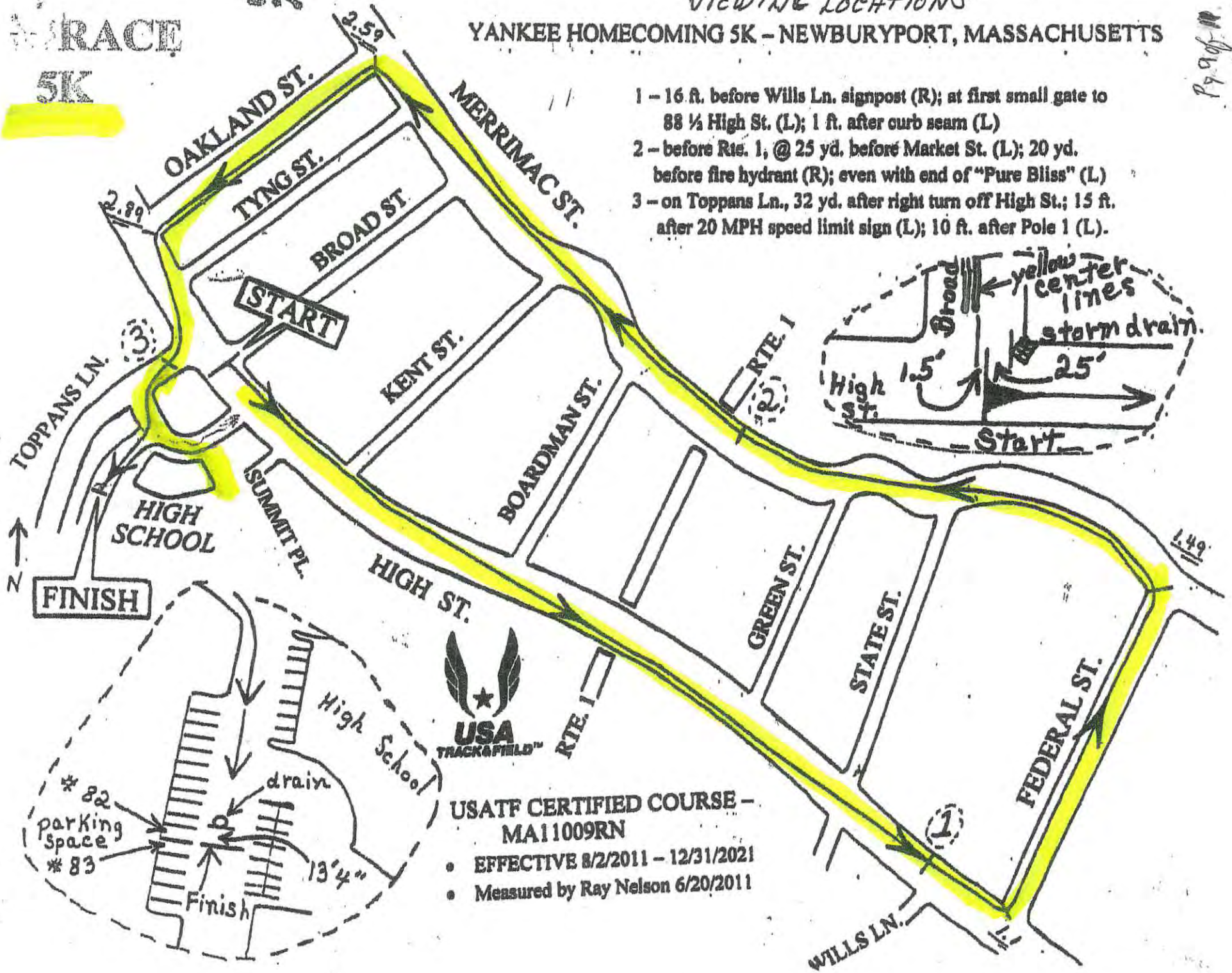
RACE

5K

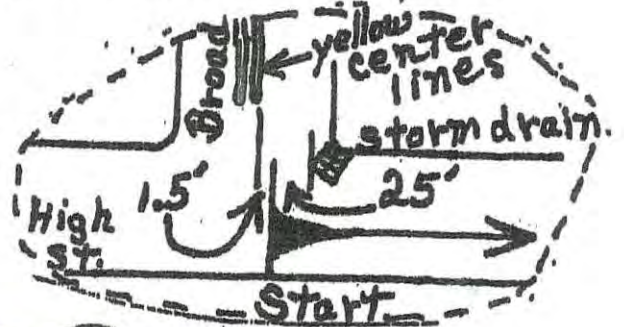
VIEWING LOCATIONS

YANKEE HOMECOMING 5K - NEWBURYPORT, MASSACHUSETTS

1/9/11



- 1 - 16 ft. before Wills Ln. signpost (R); at first small gate to 88 1/2 High St. (L); 1 ft. after curb seam (L)
- 2 - before Rte. 1, @ 25 yd. before Market St. (L); 20 yd. before fire hydrant (R); even with end of "Pure Bliss" (L)
- 3 - on Toppans Ln., 32 yd. after right turn off High St.; 15 ft. after 20 MPH speed limit sign (L); 10 ft. after Pole 1 (L).



USATF CERTIFIED COURSE - MA11009RN

- EFFECTIVE 8/2/2011 - 12/31/2021
- Measured by Ray Nelson 6/20/2011

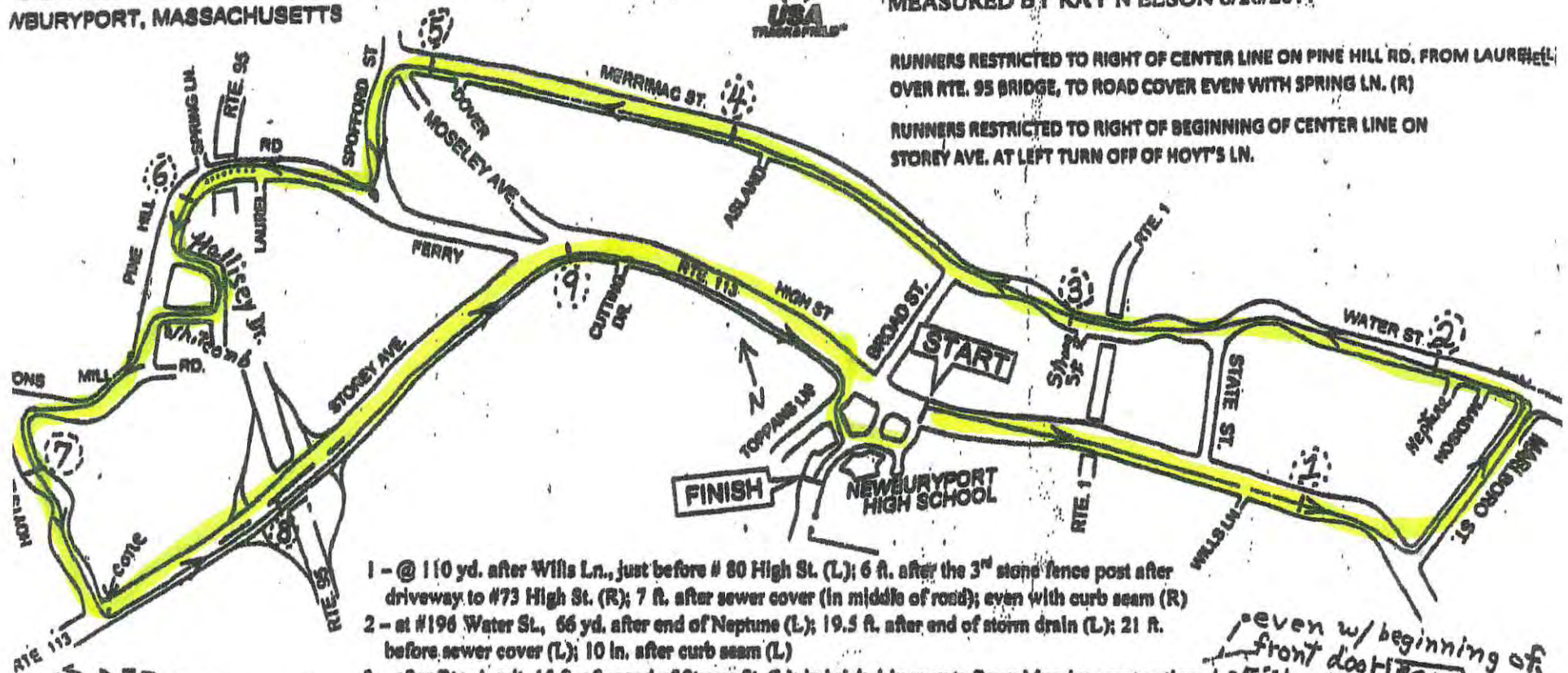
# 10M Race

**Yankee Homecoming**  
**10 Mile Road Race**  
 NEWBURYPORT, MASSACHUSETTS



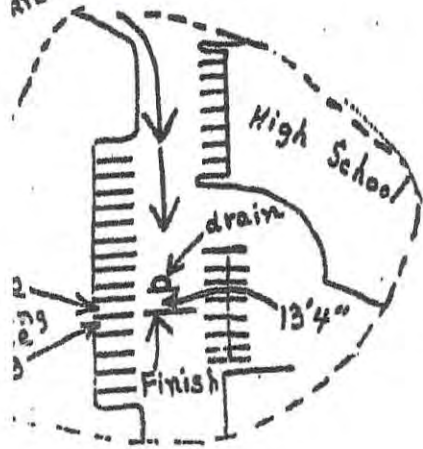
*VIEWING LOCATIONS*  
 USATF CERTIFIED COURSE - MA11008RN  
 EFFECTIVE 8/2/2011 - 12/31/2021  
 MEASURED BY RAY NELSON 6/20/2011

11/10/11



RUNNERS RESTRICTED TO RIGHT OF CENTER LINE ON PINE HILL RD. FROM LAUREL OVER RTE. 95 BRIDGE, TO ROAD COVER EVEN WITH SPRING LN. (R)  
 RUNNERS RESTRICTED TO RIGHT OF BEGINNING OF CENTER LINE ON STOREY AVE. AT LEFT TURN OFF OF HOYT'S LN.

- 1 - @ 110 yd. after Wills Ln., just before # 80 High St. (L); 6 ft. after the 3<sup>rd</sup> stone fence post after driveway to #73 High St. (R); 7 ft. after sewer cover (in middle of road); even with curb seam (R)
- 2 - at #196 Water St., 66 yd. after end of Neptune (L); 19.5 ft. after end of storm drain (L); 21 ft. before sewer cover (L); 10 in. after curb seam (L)
- 3 - after Rte. 1 exit, 15 ft. after end of Strong St. (L); in brick driveway to Perry Murphy construction; 15.5 ft. before storm drain (R)
- 4 - 70 yd. after Ashland (L); 30 ft. after Pole 79 (R); 10 ft. before beginning of big window to Mersen; 46 ft. before crosswalk; 6 ft. after end of single driveway immediately after the car repair place (L)
- 5 - just after # 968 Merrimac St. (R); 25 ft. after Pole 51B/80 / 123 (R); 37 ft. before driveway #571 (L)
- 6 - at end of property to # 13 Pine Hill Rd. (R); 23.5 ft. after Pole 12 (L)
- 7 - on Hoyts Ln. 55 ft. after Pole 12 (R)
- 8 - just before the actual bridge (with high fencing) over Rte. 95; 30 ft. after sign for Rte. 95 north, 30 ft. after end of storm drain; 15 ft. before water cover on sidewalk (R)
- 9 - just after Moseley Ave.(L); at beginning of building #361 High St. (Home for Aged Men); 4 ft. after Pole 113





**END OF CONSENT AGENDA**

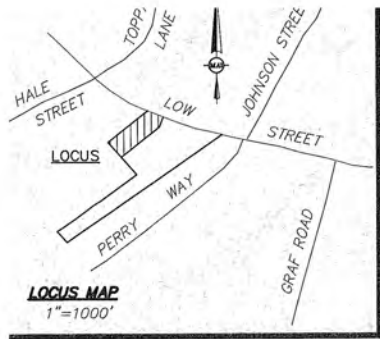
**BEGINNING OF REGULAR AGENDA**

# **PRESENTATION**

## February-March 2022 update:

- City has purchased 59 (aka 57) Low St
- City Council requested to review a 'proof plan' showing that components could be arranged/fit on site, within parameters of current zoning and wetland restrictions, prior to any zoning change
- Staff and incoming administration reviewed background information and desires for the site (Mayor's office, City Engineer, Planning Director, Conservation Agent, NYS)
- Test pits were dug to determine capacity for stormwater management
- Discussion around wetland line and the need to re-flag line after 3 years with review by Conservation Commission
- Site 'proof plan' was drawn for presentation this evening



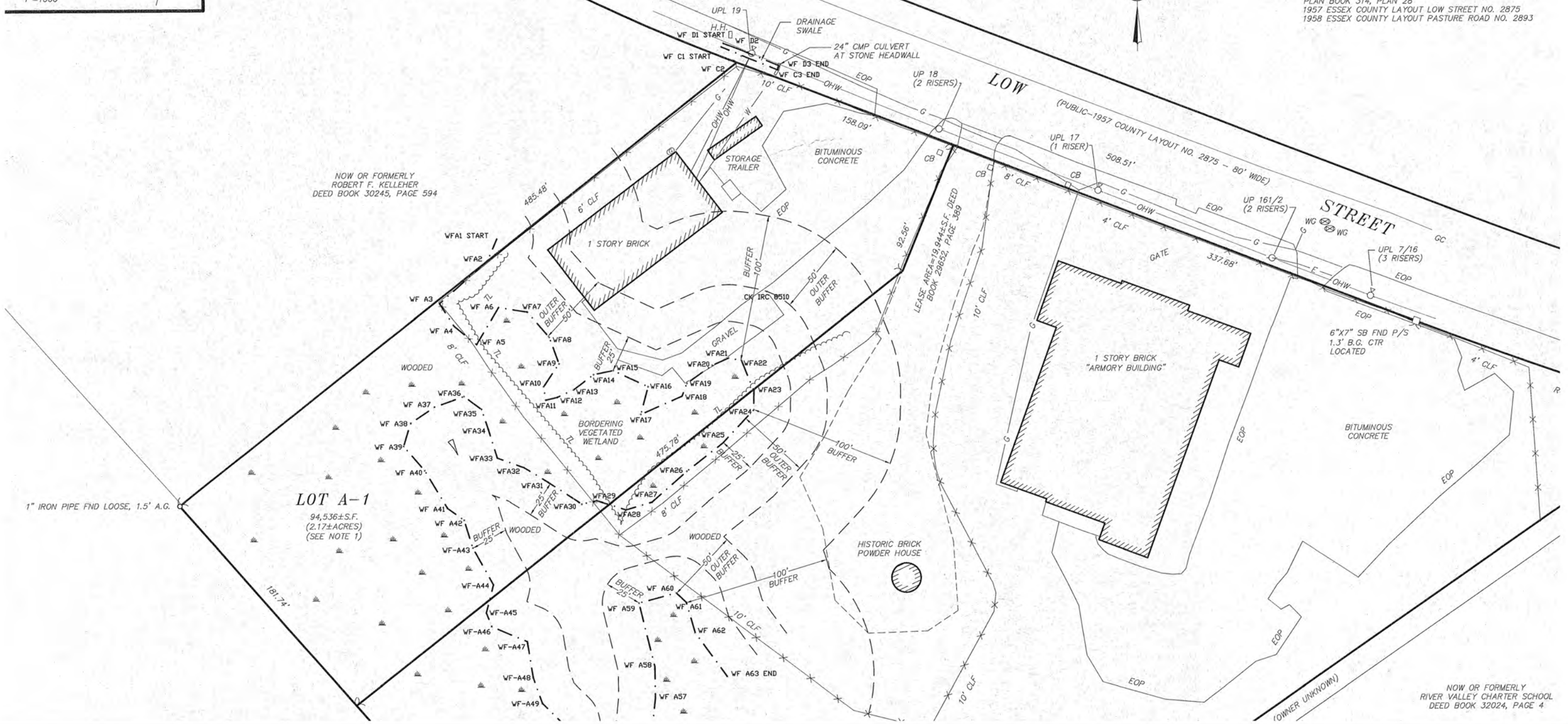


**RECORD OWNER:**

COMMONWEALTH OF MASSACHUSETTS  
 DEED BOOK 3799, PAGE 270  
 DEED BOOK 29652, PAGE 389 (LEASE)

**REFERENCES:**

PLAN NUMBER 58 OF 1951  
 PLAN BOOK 148, PLAN 8  
 PLAN BOOK 246, PLAN 6B  
 PLAN BOOK 310, PLAN 1B  
 PLAN BOOK 314, PLAN 2B  
 1957 ESSEX COUNTY LAYOUT LOW STREET NO. 2875  
 1958 ESSEX COUNTY LAYOUT PASTURE ROAD NO. 2893



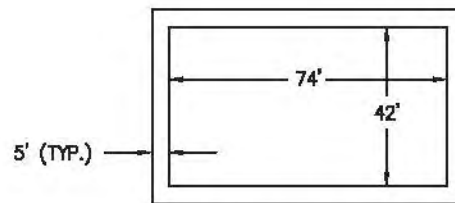


**NOTES:**

1. THE INFORMATION SHOWN HEREIN IS FROM "SKETCH PLAN OF LAND", 57 LOW STREET PREPARED FOR CITY OF NEWBURYPORT BY MERIDIAN ASSOCIATES OF BEVERLY, MA, DATED JUNE 20, 2019.
2. PROPERTY IS CURRENTLY LOCATED AT 57 LOW STREET. CITY OF NEWBURYPORT IS IN THE PROCESS OF RENUMBERING THIS SITE TO 59 LOW STREET.
3. PROPOSED GRASSED STORMWATER BASINS ARE APPROXIMATE IN SIZE. ACTUAL SIZE TO BE DETERMINED DURING DESIGN PHASE.

**AREAS:**

1. EXISTING BUILDING AREA=5,800 SF
2. PROPOSED GYM AREA=4,386 SF (52'x84' MODULAR GYM)
3. PROPOSED OUTDOOR PLAY AREA=3,500 SF



IDEAL JR HIGH BASKETBALL COURT  
74'X42' + 10" ALL AROUND

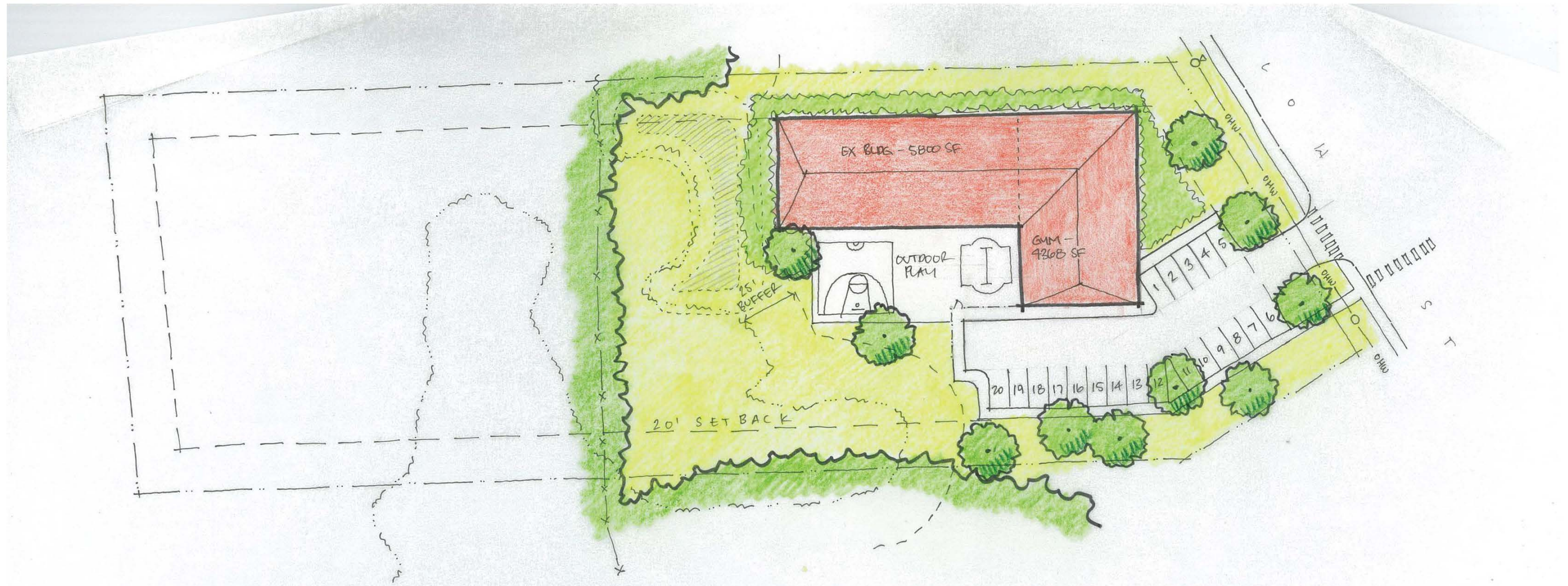
**DIMENSIONAL REQUIREMENTS:**

NEW USE: COMMUNITY CENTER DISTRICT	REQUIRED*	PROVIDED
LOT AREA (SF)	20,000	94,536±
MIN. STREET FRONTAGE (FT)	90	158
FRONT SETBACK (FT)	20	20
SIDE SETBACK (FT)	20	20
MAX. LOT COVERAGE (%)	50	11
PARKING (1 PER 500 SQ FT AREA)	20	20

\*NEWBURYPORT ZONING ORDINANCE DOES CITE SPECIFIC DIMENSIONAL STANDARDS FOR THE "COMMUNITY CENTER". ZONING REQUIREMENTS WERE ESTABLISHED PER GUIDANCE FROM THE CITY OF NEWBURYPORT PLANNING DEPARTMENT STAFF.







NOTES:

- ZONING SETBACKS INTACT
- 52' x 84' MODULAR GYM
- SURFACE DETENTION POND
- 1:500 SF PARKING - 20 SPACES
- NO ADDITIONAL ADMIN SPACE
- NO DROP-OFF
- ASSUMES ORIGINAL WETLAND DELINEATION

*2 SPACES OF SURF. DETENTION  
 (NO DROP-OFF, NO ADMIN)*

59 LOW ST



## Review:

- Reuses/rehabs existing building
- Modular/prefab gym
- Meets current zoning setbacks
- 25' wetland buffer intact (2019 flagging)
- 1 parking space per 500 sf of building footprint
- Conservatively sized surface detention basin for stormwater management
- Requires new zoning use to allow for community center



## Next steps:

- File an RDA with Conservation Commission to establish and approve wetland line (3 years old)
- Review quotes from 3 architects to provide architectural plan and estimate for re-use of the existing building for NYS, including a modular/prefab gym
- Revise site plan (MOSP and City Engineer) as additional information becomes available, with the goal of 2 design options
- Request zoning change for new use: community center district
- Prepare a phased plan with associated costs for the site
- Execute above during simultaneous review of a Parks Facility location and Brown School

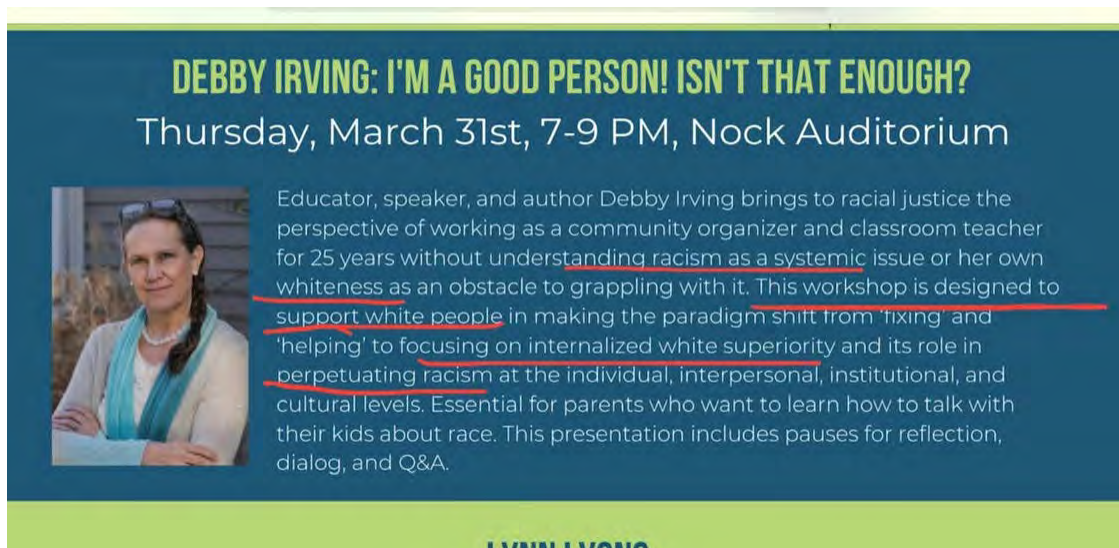


# COMMUNICATIONS


**From:** Stephen Jean <[sjhummer52@hotmail.com](mailto:sjhummer52@hotmail.com)>  
**Sent:** Sunday, March 13, 2022 2:21 PM  
**To:** Richard Jones <[RJones@CityofNewburyport.com](mailto:RJones@CityofNewburyport.com)>  
**Subject:** Newburyport Youth Services Presentation on March 31, 2022

Dear City Council Members,

I am writing to you to express my concern about the upcoming 2-hour presentation by Racial Justice Political Activist, Debby Irving at the Nock Upper Elementary School on March 31st, 2022 about "White Supremacy" that is being hosted by Newburyport Youth Services (NYS). Please find the summary of the presentation below.



**DEBBY IRVING: I'M A GOOD PERSON! ISN'T THAT ENOUGH?**  
Thursday, March 31st, 7-9 PM, Nock Auditorium

 Educator, speaker, and author Debby Irving brings to racial justice the perspective of working as a community organizer and classroom teacher for 25 years without understanding racism as a systemic issue or her own whiteness as an obstacle to grappling with it. This workshop is designed to support white people in making the paradigm shift from 'fixing' and 'helping' to focusing on internalized white superiority and its role in perpetuating racism at the individual, interpersonal, institutional, and cultural levels. Essential for parents who want to learn how to talk with their kids about race. This presentation includes pauses for reflection, dialog, and Q&A.

LYNN LYONS

The topic of "White Supremacy" is one of the primary tenets of the political ideology, Critical Race Theory. NYS should be apolitical and not be allowed to use the tax dollars of Newburyport citizens to push any form of political ideology. Please review the following with regard to Debby Irving's political activist career:

[Wisc. professors, public school leaders to help host two-day 'white privilege symposium' | The College Fix](#)

[21-Day Racial Equity Activism Self-Care Challenge© – 21-Day Racial Equity Habit Building Challenge© \(21dayequitychallenge.com\)](#)

[Debby Irving – Racial Justice Educator and Writer](#)

According to the NYS website, it is "a municipal department with the mission to create quality programs, events and services for Greater Newburyport Area youth and families in safe and supportive environments that encourage growth, self-exploration, empowerment, and community. NYS achieves this by applying positive youth development principles through recreation programs, youth and family support services, and cross-sector community and regional collaboration." Hosting a presentation on "White Supremacy" is racially divisive and does not "encourage growth, self-exploration, empowerment, and community."

If NYS wants to host presentations on the politically divisive topic of "White Supremacy", then the City should no longer fund this organization.

I would like to request that this item be added to your next meeting agenda so that it can be discussed.

Thank you for your prompt attention to this matter.

Sincerely,  
Stephen Jean  
7 Lawton Dr  
Newburyport  
617-610-2766

**From:** [steve@knipmeyer.org](mailto:steve@knipmeyer.org) <[steve@knipmeyer.org](mailto:steve@knipmeyer.org)>  
**Sent:** Sunday, March 27, 2022 9:43 AM  
**To:** Heather Shand  
**Cc:** 'Sharon Knipmeyer'; [steve@knipmeyer.org](mailto:steve@knipmeyer.org)  
**Subject:** IFS Settlement March 28, 2022

Councilor Shand,

Our family lives at 4 Otis Place where we are direct abutters to the proposed expansion of the Institution for Savings. We are writing to express our strong opposition to a settlement.

Our small house and neighborhood would be negatively impacted by the proposed building. Our house is literally in the shadow of the proposed addition, dwarfed by a structure that is far too large and inharmonious with our historic neighborhood. So many of our fellow neighbors have given thoughtful and informed opinions about the many ways the proposed design misses the mark. We agree.

We moved to Newburyport for many reasons. We were especially drawn by the beauty and architectural heritage of the city, protected by the oversight processes of the permitting boards. We trusted this commitment to historic preservation would deliver the right outcome to the proposed expansion. The Planning Board was correct in May, 2021 when it denied the proposal.

We are greatly disappointed that the city is once again considering a settlement, reversing the thoughtful decision rendered by the Planning Board. The citizens of Newburyport deserve the right to have the IFS appeal heard and judged in Land Court where we fully expect the Planning Board decision to be validated. It is a troubling distortion of process for the city not to support the Planning Board by allowing the Land Court to hear this case.

Thank you for your consideration.

Steve and Sharon Knipmeyer

4 Otis Place

Newburyport, MA 01950

**From:** Claire Papanastasiou <[claire.p.claire@gmail.com](mailto:claire.p.claire@gmail.com)>

**Sent:** Monday, March 28, 2022 9:17 AM

**To:** Jennie Donahue <[JDonahue@CityofNewburyport.com](mailto:JDonahue@CityofNewburyport.com)>; Mark Wright <[MWright@CityofNewburyport.com](mailto:MWright@CityofNewburyport.com)>; Constance Preston <[CPreston@CityofNewburyport.com](mailto:CPreston@CityofNewburyport.com)>; Ed Cameron <[ECameron@CityofNewburyport.com](mailto:ECameron@CityofNewburyport.com)>; [ecameronnbpt@gmail.com](mailto:ecameronnbpt@gmail.com); Christine Wallace <[christinewallace.ward4@gmail.com](mailto:christinewallace.ward4@gmail.com)>; [byron@byronlanenbpt.com](mailto:byron@byronlanenbpt.com); Sharif Zeid <[SZeid@CityofNewburyport.com](mailto:SZeid@CityofNewburyport.com)>; Bruce Vogel <[bruce@vogelatlarge.com](mailto:bruce@vogelatlarge.com)>; Afroz Khan <[AfrozK@cityofnewburyport.com](mailto:AfrozK@cityofnewburyport.com)>; [mccauleyward5@gmail.com](mailto:mccauleyward5@gmail.com); Heather Shand <[HShand@CityofNewburyport.com](mailto:HShand@CityofNewburyport.com)>

**Cc:** Richard Jones <[RJones@CityofNewburyport.com](mailto:RJones@CityofNewburyport.com)>; Claire Papanastasiou <[claire.p.claire@gmail.com](mailto:claire.p.claire@gmail.com)>

**Subject:** Opposition of IFS settlement order

Dear City Council members,

In the event I am unable to dial-in to tonight's City Council meeting as I am traveling, I am writing to ask City Council members to support my position now. The current settlement proposal reflects the same size of the bank's expansion that was rejected by the Planning Board. The bank has been told to reduce the size of the structure as it fails to comply with the Downtown Overlay District, yet the bank is ignoring the concerns of concerned citizens, and our city officials. Now, our very own city leadership is encouraging councilors to accept and recede from a playbook for any one seeking to circumvent the DOD by simply suing and expecting the city to agree to an unfair settlement against public faith and opinion. Sadly, it will make constituents and those considering public office to think twice about our city's future. A determined and fiscally secure opponent, it compromises the spirit of "good" government. In short, this lengthy dispute is a disservice to the community. I seriously wonder if we would be at this point if the IFS was a run-of-the-mill developer seeking to expand.

I would like to provide background to our new city councilors as they are in the position of approaching this issue with the IFS and the City of Newburyport concerning the bank's desired expansion plans to its State Street headquarters. Over 14 years ago, the Historic Commission spent numerous hours trying to negotiate with bank officials to address the massive size of the expansion. Ultimately, the Planning Board rejected the bank's request to build since the size of the proposed 2-story, 16,000-sq-ft structure, however, the size of the proposed IFS expansion still falls short of DOD requirements.

It's important to note for context that abutters, of which I was one at the time, accepted and still accept the bank's right to build. The most to the community: Size. And now, even with this proposed settlement, size remains the issue because once again the bank is ignoring the concerns of concerned citizens, and our city officials.

It's understandable that the city thinks it would lose in court, thus dismantling the DOD, though the city is better off letting the bank build this one-sided proposal. Any entity, large or small, who wants to challenge the DOD can do so now by following the bank's lead, even if it means agreeing to terms that do not comport with the DOD. I am truly disheartened by how this has played out. The Planning Board again deny this project in its current form. Unless there are meaningful revisions to the size of the IFS and the Planning Board fairly while the City Council revisits the DOD.

Thank you for your consideration.

Claire Papanastasiou  
3 Orange St., Newburyport

(Formerly of 4 Otis Place)

Claire Papanastasiou  
617.416.3377  
[claire.p.claire@gmail.com](mailto:claire.p.claire@gmail.com)



**APPOINTMENTS  
SECOND READING**

## SECOND READING APPOINTMENTS

**March 28, 2022**

- APPT00304\_03\_14\_2022 Heidi Newfell 10 Orange St. Cultural Council 3/31/2025
- 
- APPT00307\_03\_14\_2022 Sophie Korpics 26 Dove St. Comm. On Disabilities 3/31/2025

**In City Council March 14, 2022:**

Motion to approve the Consent Agenda as amended by Councillor Zeid, seconded by Councillor Cameron. So voted.



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 MAR -8 AM 11:40

CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN REARDON, MAYOR  
60 PLEASANT STREET – P.O. BOX 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
978-465-4402 FAX  
[WWW.CITYOFNEWBURYPORT.COM](http://WWW.CITYOFNEWBURYPORT.COM)

To: President and Members of the City Council  
From: Sean Reardon, Mayor  
Date: March 8, 2022  
Subject: Appointment

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I hereby appoint, subject to your approval, the following named individual as a member of the Cultural Council. This term will expire on March 31, 2025.

Heidi Newfell  
10 Orange Street  
Newburyport, MA 01950

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# BRIDGETTE HEIDI NEWFELL

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February 7 2022

Dear Mayor Reardon

I am submitting this letter of intent to express my desire to volunteer for the Newburyport Cultural Council.

As a local artist and Newburyport resident of 25 years, I have seen just how important the arts are for our city's vitality, health and growth. We are fortunate to be home to so many talented visionary individuals who consistently enhance our local quality of life, uplift our spirits and expand our cultural experiences here at home.

I am reminded of one such event last year during a personally bleak time in the COVID crisis. I was alone in my house yet again when I heard the local Chamber music group performing on the street behind my home. As I listened, I noticed the presence of something stronger than my fears. In their gift of shared artistry I discovered a new pathway to imagining hope, connection and resilience instead of isolation. That impromptu concert reminded me that I was indeed a part of a community that supports each other, sometimes in unexpectedly, joyful ways.

I would love to put my art experience to use helping other artists realize their visions. I have personally found it healing and rewarding to combine my abilities with other artists and movements to create public art projects. I have created art work for children's health facilities in San Francisco and Kobe, Japan. I have worked in collaboration with Paula Estey on three projects during the last year and a half. I have also been a member of Art jurying committees in the past. I would be very excited to join this Council.

Thank you for your consideration,

Sincerely,

Heidi Newfell

978-270 -3760

# BRIDGETTE HEIDI NEWFELL

[Bhnewfell@gmail.com](mailto:Bhnewfell@gmail.com) ♦ 10 Orange Street, Newburyport MA 01950 ♦ 978-270-3760

## RELEVANT SKILLS

Sculpture (clay, plaster) casting, mold-making, patching, finishing, metal leaf  
Carpentry (wood refurbishing, finish-matching, veneer repair, structural furniture repairs)  
Advanced painting skills in oil, acrylic, gouache, watercolor, tempura, and inks. Exceptional color-matching.  
Paper/textile experience (printmaking, silk screening, lithography, woodblock, airbrush, and papermaking)  
Working knowledge of tile mosaics, slab ceramic and finishes, weaving, upholstery, sewing.

## EXPERIENCE

### **Paula Estes Contemporary Art Gallery** ♦ Newburyport, MA Part-time Gallerist 2015 – Present

Sales of gallery art, including paintings, photography, and sculpture  
Initiate salon series (artist talks and musical events)  
Supervision of events and openings (onsite and popups)  
Cataloging of incoming and outgoing art pieces  
Shipping/delivery details.

### **Newfell Design** ♦ Newburyport, MA

Artist/Textile Designer/Vintage Furniture Dealer 1997 – Present

*Custom furnishing developer with a particular interest in antique and vintage mid-century furniture and textiles*

Customized, repaired, and restored furniture – Antique through mid-century pieces  
Designed and created sculptures – Wire, metal wood, fiber, ceramic, plaster  
Developed and made custom lighting  
Designed and developed custom silk scarves, stationary, and kids' furnishings for Boston MFA gift catalog  
Exhibited my paintings and textiles at numerous shows, including:  
De Cordova Museum Outdoor Art Festival (Lincoln, MA)  
The Isabella Stewart Gardner Museum "Living Room" project (Boston, MA)  
Allentown Art Festival (Buffalo, NY)  
Artists in the Open and The Newburyport Art Association (Newburyport, MA)  
Redesigned interior of the Newburyport Lighthouse (Interview on WCVB TV "Chronicle")

### **Red Door Design** ♦ Newbury, MA

Interior Design Associate 2008 – 2012

*Assistant to owner/lead designer in all aspects of residential interior design projects*

Created interior design project proposals which included: budget, timeline, product specs, site outline, subcontractor list, product list, installation and delivery information, among other details  
Sourced fabrics, paints, finishes, products (e.g., furniture, flooring, tiles, textiles, accessories, lighting)  
Designed and developed custom furnishings and products.



CITY OF NEWBURYPORT  
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SEAN REARDON, MAYOR  
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RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 MAR -8 PM 3:08

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: March 8, 2022  
Subject: Appointment

---

I hereby appoint, subject to your approval, the following named individual as a member of Commission on Disabilities. This term will expire on March 31, 2025.

Sophie Korpics  
26 Dove Street  
Newburyport, MA 01950

Sophie Korpics  
[korpicssophie@gmail.com](mailto:korpicssophie@gmail.com)  
26 Dove Street  
Newburyport, MA  
(m) 978-908-9658

February 28,2022

Mayor Sean Reardon  
Newburyport City Hall  
60 Pleasant St.  
Newburyport MA 01950

Dear Mayor Reardon,

As a person who's dedicated to enhancing the lives of individuals with disabilities, I'm very excited to become a member of The Newburyport Commission on Disabilities. I'm also excited to offer my unique perspective to the Commission and to gain more professional experience as an advocate. As a member, I will work with Kristen Farrell to try to make Newburyport's playgrounds more accessible. I look forward to being a reliable and effective team member helping to improve life for all citizens.

Sincerely,  
Sophie Korpics

## SOPHIE M. KORPICS

26 Dove Street, Newburyport, MA 01950 - [korpicssophie@gmail.com](mailto:korpicssophie@gmail.com) - 978.908.9658

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### SELECTED SKILLS AND EXPERIENCE

- Creating short surveys in Qualtrics and working in Google Forms
- Conducting semi-structured qualitative interviews
- Quantitative and qualitative data analysis and reporting
- Redrafting and editing policy
- Effective public speaker with strong interest in Special Education

Intern – Massachusetts State House, Boston, MA

Summer 2019

- Under the guidance of State Representative James Kelcourse, conducted research on current accessibility concerns of public transport systems including the MBTA and MBCR (Keolis) in Massachusetts
- Met with multiple stakeholders including the elderly on the Northshore and the Director of the Department of Veterans Affairs Office Administration to obtain perspectives on opportunities for improvement
- Created written log, PowerPoint presentation and video, documenting personal experiences commuting to and from the State House over a 7-week period
- Presented findings to State Governor Charlie Baker's staff

<https://m.youtube.com/watch?v=0mZKfGrZzKc>

[https://www.newburyportnews.com/news/local\\_news/local-woman-fights-for-better-mbta-access/article\\_698687db-cf57-5168-86ad-327de2a8e428.html](https://www.newburyportnews.com/news/local_news/local-woman-fights-for-better-mbta-access/article_698687db-cf57-5168-86ad-327de2a8e428.html)

Intern – Massachusetts State Representative James Kelcourse  
Newburyport, MA

Summer 2018

- Analyzed amendments to state bill affecting individuals with disabilities
- Researched state policy regarding installment of sidewalk curb cuts
- Advocated for a meeting with representatives of the Massachusetts Department of Transportation at the Massachusetts State House, presenting my case for an accessible curb cut in front of the Arc office in Newburyport
- Successfully convinced a Representative of the Office for Civil Rights to follow through on the completion of my request

[https://www.newburyportnews.com/news/local\\_news/newburyport-woman-pushes-for-improved-accessibility/article\\_6f45a3d9-ecd5-507d-bc9d-c873b132705e.html](https://www.newburyportnews.com/news/local_news/newburyport-woman-pushes-for-improved-accessibility/article_6f45a3d9-ecd5-507d-bc9d-c873b132705e.html)



**Intern – The Arc of Greater Haverhill  
Newburyport, MA**

**Summer 2018**

- Researched and documented personal experience utilizing several types of public transportation
- Collaborated with agency manager and State Representative James Kelcourse in identifying accessible transportation options offered on the Northshore
- Documented challenges regarding sidewalk accessibility via video
- Created blog for utilization as a resource for self-advocacy and independent living

**Intern – The Arc of Greater Haverhill  
Newburyport, MA**

**Summer 2017**

- Researched and advocated for better office accessibility and transportation options by reaching out to local and state representatives
- Provided input about high school to college experiences for people with disabilities
- Offered ideas for the development of recreation and enrichment programs for adults with developmental disabilities

**Speaking Engagement and City Council Involvement  
Newburyport, MA**

**2015-2016**

Attended and participated in several Newburyport City Council meetings. Acted as a strong advocate for the residents of my street by speaking up about the need for replacement and accessibility of our sidewalks. Shadowed day to day work of City Councilor Robert Cronin. Observed Chamber of Commerce meetings to gain understanding of local political processes.

## **EDUCATION**

- Master of Public Policy- University of Massachusetts, Amherst MA
- Bachelor of Science in Political Science- University of Massachusetts, Amherst MA
- Newburyport High School Honor Student 2013, 2014, 2015 and 2016

## **ACTIVITIES**

- Volunteer Dramaturg Firehouse Center For The Arts Newburyport, MA
- Member of the UMass Theatre Guild 2017-2021
- Supervised daily work of 5+ Personal Care Attendants 2016-2021

# ORDERS

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

March 28, 2022

March 24, 2022

**THAT**, the City Council of the City of Newburyport hereby approves and authorizes the Mayor of the City of Newburyport to enter into a lease with the Friends of Plum Island Light, Inc. relating to the Lighthouse and surrounding premises located at 263 Northern Boulevard, Newburyport, MA for a period of ten years commencing on May 1, 2022. Said lease is attached hereto and incorporated herewith and marked attachment 'A'.

---

Councillor McCauley

---

Councillor Zeid

"A"

LICENSE TO ENTER AND USE REAL PROPERTY

**THIS LICENSE AGREEMENT** (hereinafter, the "License") is made and entered into this 1 day of May, 2022, by and between the **City of Newburyport**, acting by and through its Mayor, with an address at 60 Pleasant Street, Newburyport, MA (hereinafter referred to as the "City") and **Friends of Plum Island Light, Inc.** with an address of 10 Davoli Way, Newbury, MA 01951 (hereinafter referred to as "Licensee");

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 MAR 17 PM 6:48

WHEREAS, the City is the owner of record of certain real property situated at 263 Northern Boulevard, Newburyport, Essex County, Massachusetts, by virtue of a deed dated 5/22/03, recorded with Essex County Registry of Deeds, Southern District, in Book 20865, Page 402, Assessors Map 77, Lot 25A (hereinafter "Premises");

WHEREAS, the Premises is improved by a lighthouse known as Newburyport Harbor Light a/k/a Plum Island Light (the "Facility"); and

WHEREAS, Licensee wishes to obtain from the City the right to occupy and use the Facility and such portions of the Premises as are reasonably and customarily incidental to such use and the City wishes to permit such use;

NOW THEREFORE, the City hereby grants to the Licensee a right of entry and license to enter upon the Premises and use the Facility, subject to the following terms and conditions:

**I. USE, PURPOSE**

Entry and use are specifically, but not exclusively, granted to the Licensee, its contractors, agents, representatives, employees, invitees, and Licensees, solely for the following uses:

- a. Operating the Facility;
- b. Secure the Facility when not in operation;
- c. Providing routine maintenance and non-structural repairs of the Facility for the benefit of the public and maritime industry with the exception of the Light and Fresnel Lens;
- d. Conducting educational and historic tours/fund raising events with and for the benefit of the general public;
- e. Other uses consistent with preservation of historic properties.

f. There shall be no use of any alcohol or controlled substances on or about the premises

Licensee shall ensure that all of its activities involving the License Premises are in conformity with the National Historic Preservation Act (including, but not limited to, Section 106 of that act) and with the requirements of Part 800 of Title 36 of the Code of Federal Regulations.

Licensee may not conduct any activities on the License Premises for the purpose of raising funds or making a profit, or for any other commercial purpose, without the express written permission of the City.

Licensee acknowledges and agrees that it accepts the License Premises in "AS IS" condition, and that the City has made no representation or warranty regarding the fitness of the License Premises for the permitted purposes.

## **II. MAINTENANCE; SECURITY**

Licensee shall be responsible, at its sole expense, for maintaining and securing the License Premises in good and safe order, condition and repair excepting only damage by fire or other casualty, and shall repair any damage to the License Premises arising from or related to the use of the License Premises by the Licensee or its agents, employees, contractors, invitees or Licensees. Licensee hereby releases the City and shall indemnify, defend and save harmless the City from any and all liability for claims arising out of Licensee's failure to adequately maintain the License Premises in a safe condition consistent with all laws, rules or regulations applicable to the Premises. Licensee agrees that the City shall have no responsibility for the condition or maintenance of the License Premises.

If maintenance or repairs are required to be made by Licensee pursuant to the terms hereof, Licensee shall make the same forthwith. If Licensee refuses or neglects to commence and diligently pursue the completion of such maintenance or repairs, the City may (but shall not be required to), after giving written notice to Licensee identifying the work to be completed and specifying a reasonable period for such completion, make or cause such repairs to be made at Licensee's expense and shall not be responsible to Licensee for any loss or damage that may accrue to Licensee's property by reason thereof.

## **III. ALTERATIONS AND IMPROVEMENTS.**

Licensee shall make no repairs or alterations to the Facility or construct any improvement on the License Premises without the prior written consent of the City.

No work of any nature will be done on any part of the License Premises that affects the identified historical aspects of the License Premises unless Licensee has the written approval of the City and the appropriate State Historical Officer. Any work which will result in alteration of the Facility shall be presumed to affect the identified historical aspects of the License Premises. The presently known historic features of the Premises can be found in the listing for Newburyport Harbor Lighthouse on the National Register of Historic Places. Should Licensee discover any item or feature on the License Premises which Licensee believes may have historical significance, Licensee shall immediately notify the City and will take no action which adversely affects said item or feature.

The Licensee shall procure all necessary permits before undertaking any work on the License Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality or such materials as are otherwise required by the City to preserve the historical features of the License Premises.

The Licensee shall not permit any mechanic's liens, or similar liens, to remain upon the Premises for labor and material furnished to the Licensee or claimed to have been furnished to the Licensee in connection with work of any character performed or claimed to have been performed at the direction of the Licensee and the Licensee shall cause any such lien to be released of record forthwith without cost to the City.

The City shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the License Premises or any part thereof on behalf of Licensee, but all such improvements and alterations shall be done and materials and labor furnished at Licensee's expense, and the laborers and materialmen furnishing labor and materials for the work shall release the City from any liability.

Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Licensee shall, unless otherwise provided by written agreement between the City and Licensee, be and become the property of the City and remain on the Premises at the expiration or earlier termination of this Agreement.

#### **IV. TERM**

The term of this License shall be ten (10) years, beginning on May 1, 2022, and ending at 12 o'clock midnight on April 30, 2032. Entry and use in accordance with the terms of this License may be exercised from the date of the execution of this License and shall continue unless and until terminated in accordance with the provisions of Section XII below.

#### **V. CONSIDERATION**

The consideration for this License shall be a fee of \$1.00, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth herein to the reasonable satisfaction of the City.

#### **VI. UTILITY.**

Licensee shall be responsible the only utility which is electricity. If Licensee fails to pay for the utility furnished to the License Premises, the City shall have the right, but not the obligation, to pay the same, and Licensee shall reimburse the City promptly upon demand for all costs, expenses and other sums of money in connection therewith.

#### **VII. HAZARDOUS MATERIALS.**

Licensee shall not keep on the License Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

#### **VIII. ASSIGNMENT**

This license may not be assigned.

#### **IX. INSURANCE**

Licensee shall obtain and keep in force at its own expense so long as this License remains in effect, and thereafter so long as Licensee, or anyone claiming by, through or under Licensee, uses or occupies the License Premises or any part thereof, public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the City: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. Prior to entering the License Premises, and on each anniversary of the commencement date or more often as the City may reasonably require, Licensee shall provide the City with a certificate of insurance in each case indicating the City is an additional insured on the policy and showing compliance with the foregoing provisions. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to the City. The foregoing insurance coverage shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A or better.

#### **X. INDEMNIFICATION**

Licensee and its contractors, agents, representatives, employees, invitees and licensees shall indemnify, defend and hold harmless the City from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the City by reason of (a) any failure on the part of Licensee, its contractors, agents, representatives, employees, invitees and licensees to perform or comply with any provision or term required to be performed or complied with by Licensee, its contractors, agents, representatives, employees, invitees, guests, and licensees under this License, (b) death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of Licensee and its contractors, agents, representatives, employees, invitees, and licensees during the term of this License, or (c) any exercise of the rights granted to Licensee hereunder. The obligations of this Section shall survive the expiration or termination of this License.

#### **XI. CONDUCT**

During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the operations of the City, and observe and obey applicable federal, state and local laws, statutes, ordinances, regulations and permitting or licensing requirements.

The Licensee, its officers, employees, contractors, agents, and guests and the participants of its activities may not bring any controlled substances or alcohol onto the installation, nor may any controlled substances be possessed, used, solicited, transferred or sold on the premises.

#### **XII. TERMINATION and REVOCATION**

This License shall be revocable by either party with or without cause upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice.

At the expiration or earlier termination of this License, Licensee shall, at Licensee's expense, remove all of Licensee's personal property, if any, and such improvements from the License Premises as the City requires be removed, and surrender the License Premises and any improvements made by Licensee to the City in the condition that Licensee is required to maintain the same under this License. Licensee shall repair any damage caused to the License Premises from such removal. All property of Licensee remaining on the License Premises after the expiration or earlier termination of this License, and all required and permitted improvements, shall be and become the property of the City. The obligations of this Section shall survive the expiration or termination of this License.

#### **XIII. RIGHTS OF THE CITY TO ENTER**



The City reserves the right and the Licensee shall permit the City to enter upon and use the License Premises at any time and for all purposes at the City's sole discretion, provided that the City does not materially interfere with Licensee's use of the License Premises.

#### **XIV. RISK OF LOSS**

Licensee agrees that it shall use and occupy the License Premises at its own risk, and the City shall not be liable to Licensee for any injury or death to persons entering the License Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the License Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of the City, or its employees, agents, contractors or invitees.

#### **XV. MODIFICATIONS and AMENDMENTS**

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

#### **XVI. NOTICE**

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

City: City Clerk  
60 Pleasant Street  
Newburyport, MA 01950

Licensee: John Vogl, President  
c/o Friends of Plum Island Light, Inc.  
10 Davoli Way  
Newbury, MA 01951

Christina Vogl, Vice-President  
10 Davoli Way  
Newbury, MA 01951

Frank Pierce, Treasurer  
5 Long Ridge Lane  
Ipswich, MA 01938

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

**XVII. NO ESTATE CREATED**

This License shall not be construed as creating or vesting in the Licensee any estate in the Premises, but only the limited right of possession as hereinabove stated.

**XVIII. EXHIBITS and ATTACHMENTS**

Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this License.

**XIX. SURVIVAL of TERMS and PROVISIONS**

All appropriate terms and provisions relating to the restoration of the License Premises affected hereby, shall survive the termination of this License.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

**LICENSOR:**

CITY OF NEWBURYPORT

\_\_\_\_\_  
By: Sean R. Reardon  
Its: Mayor

**LICENSEE:**

FRIENDS OF PLUM ISLAND LIGHT, INC.

\_\_\_\_\_  
By: John Vogl  
Its: President

447920/NBPT/0001

*Samuel W. Swartz*

# NAUTILUS INSURANCE GROUP

## POLICY BANNER PAGE

**POLICY NUMBER:** NN1295447

**INSURED:** Friends Of Plum Is. Light



POLICY NUMBER: **NN1295447**

Named Insured: Friends Of Plum Is. Light

## **SCHEDULE OF FORMS AND ENDORSEMENTS**

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IL0017	(11/98)	Common Policy Conditions
E001J	(07/20)	Nautilus Policy Jacket
E906	(02/21)	Service of Suit
E915	(07/13)	OFAC Adv Notice to Policyholder
E919	(01/20)	Privacy Notice
S013	(07/09)	Minimum Earned Premium Endt
S150	(07/09)	CGL Coverage Part Declarations
CG0001	(04/13)	Comml General Liability Cvg Form
CG2010	(12/19)	AI-Owner/Lessee/Contractor-Sched
CG2107	(05/14)	Excl-Access or Disc of Con/Pers
CG2147	(12/07)	Excl-Employmt-Related Practices
CG2173	(01/15)	Excl of Certified Acts of Terror
CG2196	(03/05)	Silica/Silica-Related Dust Excl
IL0021	(09/08)	Nuclear Energy Liab Excl Endt
L216	(04/16)	Amend of Deftns-Insd Contract
L217	(06/17)	Excl-Punitive Exemplary Dmgs
L223	(06/07)	Exclusion - Total Pollution
L241	(07/09)	Excl-Micro/Bio Organisms/Contam
L343	(06/20)	Excl-Unmanned Airc/Auto/Water
L369	(06/20)	Excl - Comm or Infectious Disease
L408	(03/12)	Changes-Civ Union/Domestic Prtnr
L601	(11/20)	Amend of Conditions - Prem Audit
L850	(05/09)	Deductible Liab Insurance
S038	(04/16)	Amendment of Liquor Liab Excl
S261	(07/09)	Exclusion - Asbestos

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

## **SCHEDULE OF FORMS AND ENDORSEMENTS** (Continued)

### **ADDITIONAL FORMS APPLICABLE:**

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

POLICY NUMBER: **NN1295447**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **MINIMUM EARNED PREMIUM ENDORSEMENT**

If this policy is cancelled at your request, there will be a minimum earned premium retained by us of \$ \_\_\_\_\_ or \_\_\_\_\_ 25 % of the premium for this insurance, whichever is greater.

Non-payment of premium is considered a request by the first Named Insured for cancellation of this policy.

If a policy fee, inspection fee or expense constant is applicable to this policy, they will be fully earned and no refund will be made.

All other terms and conditions of this policy remain unchanged.



# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: **NN1295447**

Extension of Declarations is attached.

Effective Date: 08/09/2021 12:01 A.M. Standard Time

**LIMITS OF INSURANCE**  If box is checked, refer to form **S132** Amendment of Limits of Insurance.

General Aggregate Limit (Other Than Products/ Completed Operations)	\$	2,000,000	
Products/ Completed Operations Aggregate Limit	\$	INCLUDED	
Personal and Advertising Injury Limit	\$	1,000,000	Any One Person Or Organization
Each Occurrence Limit	\$	1,000,000	
Damage To Premises Rented To You Limit	\$	100,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person

**RETROACTIVE DATE (CG 00 02 ONLY)**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: \_\_\_\_\_ (Enter Date or "NONE" if no Retroactive Date applies)

**BUSINESS DESCRIPTION AND LOCATION OF PREMISES**

BUSINESS DESCRIPTION: Museum

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY:  Location address is same as mailing address.

1. 265 Northern Boulevard Plum Island  
Newburyport MA 01950-
- 2.

Additional locations (if any) will be shown on form **S170**, Commercial General Liability Coverage Part Declarations Extension.

LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE # -	CLASSIFICATION	*	PREMIUM BASIS	RATE		ADVANCE PREMIUM
				Prem/ Ops	Prod/ Comp Ops	
46427 -	Museums - NFP	a+	2,500	441.619	INCLUDED	1,104 INCLUDED
49950 -	Additional Insured - All Other - Premium is fully earned	t	1	100.000	INCLUDED	100 INCLUDED
-						
-						

\* **PREMIUM BASIS SYMBOLS**    + = **Products/ Completed Operations are subject to the General Aggregate Limit**

a = Area (per 1,000 sq. ft. of area)	o = Total Operating Expenditures (per \$1,000 Total Operating Expenditures)	s = Gross Sales (per \$1,000 of Gross Sales)
c = Total Cost (per \$1,000 of Total Cost)		t = See Classification
m = Admissions (per 1,000 Admissions)	p = Payroll (per \$1,000 of Payroll)	u = Units (per unit)

PREMIUM FOR THIS COVERAGE PART \$ 1,204

**FORMS AND ENDORSEMENTS** (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:  
**Refer to Schedule of Forms and Endorsements**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
City of Newburyport Pleasant Street, Newburyport MA 01950	265 Northern Boulevard Plum Island Newburyport MA 01950

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF CONDITIONS - PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART

A. The Premium Audit Condition under **Section IV - Conditions** is **replaced** by the following:

**Premium Audit**

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium.

The rates for each classification shown in the Declarations are multiplied by the estimated premium bases of that classification for the term to determine the advance premium.

We may conduct an audit of your books to determine the actual premium bases developed during the policy period. To calculate the actual premium developed during the policy period we will use one, or a combination, of the following premium bases: payroll, admissions, gross sales, total cost or each exposure unit.

2. If we determine, whether by audit of your books and records or otherwise, that you are conducting operations not scheduled on this policy, we may add the appropriate classifications and compute the rates and premiums in accordance with our rules and rates in effect on the inception date of this policy, unless coverage has been restricted to "designated operations".

**3. Premium Bases.**

The premium bases are defined in accordance with our rules and the following additional definitions:

a. **Payroll** (premium basis symbol **p**): Remuneration paid to "employees", "casual laborers", "temporary workers", day laborers, statutory workers, seasonal workers or "leased workers", including but not limited to:

(1) Money or substitutes for money; commissions; bonuses; overtime; payments to statutory insurance or pension plans; profit sharing or incentive plans; pay for holidays, vacation or sickness; and fees paid to employment agencies for temporary personnel provided to you.

(2) If your operations consist of a number of separate operations classified individually in the Declarations, the payroll will be allocated to each classification where you have maintained records for each separate operation. Any such operation for which separate records are **not** maintained by you will be assigned to the highest rated classification.

(3) For premium computation purposes, the payroll of executive officers, individual insureds and co-partners is subject to a minimum annual payroll per person of:

\$ 22,000

(If no entry is made, the minimum payroll as established by our rating rules will apply.)

The rates apply per \$1,000 of Payroll.

b. **Admissions** (premium basis symbol **m**): The total number of persons, other than your "employees", admitted to the insured event or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 Admissions.

- c. **Gross Sales** (premium basis symbol **s**): The gross amount charged by you, your concessionaires or by others trading under your name for:
- (1) All goods or products, sold or distributed;
  - (2) Operations performed during the policy period; and
  - (3) Rentals; or
  - (4) Dues or fees.
- The rates apply per \$1,000 of Gross Sales.
- d. **"Total Cost"** (premium basis symbol **c**) means the total cost of all work let or sublet in connection with each specific project including:
- (1) The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work including the cost of finished equipment installed whether or not furnished by the contractor, or subcontractor, or by you; and
  - (2) All fees, bonuses or commissions made, paid or due.
- The rates apply per \$1,000 of Total Cost.
- e. **Each** (premium basis symbol **t**): This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the Declarations, such as "per person".
- The rates apply per each unit of exposure.
4. The first Named Insured, or their authorized representative, must keep accurate records of the information we need for premium computation and send us copies at such times as we may request. Failing to supply such records upon request, or providing incorrect, incomplete or false records, or omitting, misrepresenting or misstating material facts will be deemed a breach of condition and will subject this policy, and may subject any in force policy of yours, to cancellation for breach of conditions.
  5. We reserve the right to examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
  6. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. Advance premium includes any payments identified as premium paid prior to policy expiration. At the close of each audit period, we will compute the earned premium for that period. Audit premium is due and payable upon notice to the first Named Insured. Failure to pay the audit premium due will be deemed a breach of contract and subject this policy, and may subject any in force policy of yours, to cancellation for non-payment of premium.
    - a. If the actual earned premium generated as a result of an audit for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to adjustment.
    - b. If the actual earned premium generated as a result of an audit for the policy period is greater than the advance premium, then a final premium adjustment endorsement will be issued. The additional premium amount shown on the final premium adjustment endorsement is due and payable to us upon notice to the first Named Insured.
  7. **Estimated Annual Audit Procedure.**

If, after three documented attempts, we are unable to examine your books and records to obtain the information necessary to complete the audit, we may implement our estimated audit procedure as outlined below:

    - a. An Estimated Audit Endorsement will be issued reflecting a fifty percent (50%) increase in your reported premium basis. This increase is an estimate based on information we have on file, or your business operations.
    - b. If you agree with the Estimated Audit Endorsement, you must remit payment for the full amount of the estimated audit; or
    - c. If you dispute the Estimated Audit Endorsement, you must provide the requested audit information so we can calculate the proper earned premium developed for the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEDUCTIBLE LIABILITY INSURANCE  
(Including Allocated Loss Adjustment Expense)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Coverage	Amount And Basis Of Deductible		
	PER CLAIM	PER OCCURRENCE	PER ITEM
Bodily Injury Liability - OR -	\$	- OR - \$	Not Applicable
Property Damage Liability - OR -	\$	- OR - \$	- OR - \$
Bodily Injury Liability and Property Damage Liability Combined	\$ 250	- OR - \$	Not Applicable

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule as applicable to such coverages.
  - B. You may select a deductible amount on either a per claim, a per "occurrence" or per item basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule. The deductible amount stated in the Schedule applies as follows:
    - 1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule is on a per claim basis, that deductible applies as follows:
      - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
      - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
      - c. Under Bodily Injury and Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
        - (1) "Bodily injury";
        - (2) "Property damage"; or
        - (3) "Bodily injury" and "property damage" combined
 as the result of any one "occurrence".
- If damages are claimed for care, loss of services, loss of support or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages. With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule is on a per "occurrence" basis, that deductible amount applies as follows:
- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
  - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
  - c. Under Bodily Injury and Property Damage Liability Coverage Combined, to all damages because of:
    - (1) "Bodily injury";
    - (2) "Property damage"; or
    - (3) "Bodily injury" and "property damage" combinedas the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
3. **PER ITEM BASIS.** If the deductible amount indicated in the Schedule is on a per item basis, that deductible amount applies under Property Damage Liability Coverage, to each item damaged because of "property damage" sustained by one person or organization as the result of any one "occurrence".
- C. The deductible amount stated in the Schedule applies to loss, legal expense, and our "Allocated Loss Adjustment Expense" incurred, whether or not payment is made to the claimant, compromise settlement is reached or the claim is denied.
- D. The terms of this insurance, including those with respect to:
- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
  - 2. Your duties in the event of an "occurrence", claim or "suit"
- apply irrespective of the application of the deductible amount.
- E. We may, at our sole election and option, either:
- 1. Pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us; or
  - 2. Upon our receipt of notice of any claim or at any time thereafter, request you to pay and deposit with us all or any part of the deductible amount, to be held and applied according to the terms of this policy.
- F. The following is **added** to the **Definitions** section:  
"Allocated Loss Adjustment Expense" will include all costs and expenses incurred by us in investigating and adjusting any loss, with the exception of salary and overhead.

All other terms and conditions of this policy remain unchanged.

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

March 28, 2022

**ORDERED:**

**AN ORDER SUSPENDING THE SERVICE ZONE ON GREEN STREET:**

BE IT ORDERED, that:

The service zone located on the westerly side of Green Street adjacent to 26 Green Street is hereby suspended from May 1, 2022 to October 31, 2022 in order to allow the use of said zone for outdoor restaurant seating. Said service zone runs for a distance of 60 feet pursuant to Sec. 13 – 171.

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Councillor Donahue

---

Councillor McCauley



# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

### NEWBURYPORT CITY COUNCIL RULES (2022)

*Proposed Amendments as follows, with deletions ~~double-stricken-through-in-bold~~, and additions double-underlined and in bold:*

### PURPOSE

Pursuant to the City of Newburyport Home Rule Charter (Charter), except as otherwise provided by the General Laws of the Commonwealth of Massachusetts (General Laws) or by the Charter, the legislative powers of the City Council of the City of Newburyport (Council) may be exercised in a manner determined by it. The purpose of these rules of the Council (Rules) is to establish in writing the manner in which the Council shall exercise its legislative powers.

### ORGANIZATION

**Rule 1.** No later than December 31 after each regular municipal election, the City Clerk (Clerk) shall provide ~~written~~ notice to each member of the Council for the coming two-year legislative session of the date, time, and place of the first meeting of the Council in the next calendar year, to be known as the Inaugural Meeting.

**Rule 1A.** At the Inaugural Meeting, the Council shall, by majority vote of all its 11 members, notwithstanding any vacancies (Full Council), elect a President from within its membership. The City Clerk (Clerk) shall preside at the Inaugural Meeting until such time as a President is elected. The Full Council shall vote to set the date of its next regular meeting before it may vote to adjourn the Inaugural Meeting.

**Rule 1B.** No later than at its next meeting after the Inaugural Meeting, the Council shall, by majority vote of the Full Council, adopt its Rules for such calendar year.

**Rule 1C.** No later than at its next meeting after the Inaugural Meeting, the Council shall, by majority vote of the Full Council, adopt a schedule of regular meetings of the Council for the remainder of such calendar year.

**Rule 1D.** In the second year of each two-year legislative session, no Inaugural Meeting shall occur. Instead, at its first meeting of such calendar year, the Council shall, by majority vote of the Full Council: (1) elect a President from within its membership; (2) adopt its Rules for such calendar year; and (3) adopt a schedule of regular meetings of the Council for the remainder of such calendar year.

## MEETINGS

**Rule 2.** Council meetings shall be held in the Council Chamber of City Hall or as a hybrid meeting, unless the President, or a majority of the Full Council, determine by any means reasonable and practicable, and give written notice to all members, that such meeting will be held in an alternate location or as a remote meeting.

**Rule 2A.** Special meetings of the Council shall be held at the call of the President, or any six (6) or more members, for any lawful purpose, by causing a notice of such special meeting to be delivered in hand or by email to ~~the place of business or~~ residence of each member. This notice shall, except in an emergency of which the President shall be the sole judge, be delivered at least forty-eight (48) hours in advance of the time set, and shall specify the purpose or purposes for which the special meeting is to be held. The Clerk shall cause a copy of each such notice to be posted immediately, including on the City's Website, in accordance with applicable laws.

**Rule 2B.** If any meeting of the Council is in session at 10:30 ~~11:00~~ pm, said meeting shall be adjourned until 7:30pm of the following evening, unless another date and time is voted by a majority of the Full Council. The regular Council meeting shall start at 7:00 pm.

## HOLIDAYS

**Rule 3.** Except as otherwise provided in the Charter, whenever the day set by these Rules for any meeting of the Council, regular or special, shall fall upon a holiday, then such meeting shall be canceled or postponed to a date certain by majority vote of the Full Council.

## PRESIDING OFFICER

**Rule 4.** The President, if present, shall preside at all meetings. In the absence of the President, the senior-most member in terms of consecutive, uninterrupted service on the Council shall serve during the absence of the President. If more than one member has served the same length of time, the Council shall elect a President Pro Tem by majority vote from the most senior Councillors in terms of consecutive, uninterrupted service on the Council.

## DUTIES AND POWERS OF THE PRESIDING OFFICER

**Rule 5.** The presiding officer shall: preserve decorum and order; speak to points of order in preference to other members; decide all questions of order, subject to appeal to a super-majority of the Full Council; declare all votes, or permit the Clerk to do so; and perform any other duties consistent with the office that may be provided by charter, ordinance, or by other vote of the Council.

**Rule 5A.** If any member doubts a vote as declared, the presiding officer, without further debate on the question, shall require that a count be taken by roll call of the membership.

**Rule 5B.** During any meeting, whether regular or special, the presiding officer may, at any time, call for a five-minute recess.

## RELINQUISHING THE CHAIR

**Rule 6.** When the presiding officer desires to relinquish the Chair, ~~he or she~~ they may call upon any Councillor to take the Chair, but such call to the Chair shall not continue beyond the will of the presiding officer so relinquishing the Chair, or beyond an adjournment of the Council, except as hereafter provided. If the presiding officer wishes to express an opinion on any subject under debate, they shall relinquish the Chair as above provided, and shall not resume the Chair until they are ~~he or she is~~ through speaking, and all points of order arising therefrom have been decided by the Councillor presiding in their ~~his or her~~ place. Notwithstanding the foregoing, the presiding officer may, however, state facts and give opinions upon questions of order without relinquishing the Chair.

## COMMITTEES AND COMMITTEE BUSINESS

**Rule 7.** The President shall appoint all members to all City Council Committees, both standing and ad hoc, designate the Chair of each such Committee, who shall serve as its presiding officer, and fill any vacancies thereon as they arise. Likewise, the President may establish, dissolve, and/or reconfigure ad hoc Committees in ~~his~~ her discretion, provided that such ad hoc Committees shall be re-established each two-year legislative session. Ad hoc committees may include members other than members of the Council for purposes of deliberation, but they may not vote. Except as otherwise provided in Rule 12, the Council shall, by a majority vote, refer each matter newly introduced through the Council agenda (Agenda) to a single Committee, either standing or ad hoc, for review at a public meeting of such Committee, before such matter may be acted upon again by the Council. Notwithstanding the foregoing, a Councillor may make all parliamentary motions, including a motion to receive and file the newly introduced matter.

**Rule 7A.** Pursuant to the Newburyport Code (Code), there shall be nine (9) standing committees of the Council, as follows, each consisting of three (3) members of the Council, and concerned with the matters specified for it in the Code:

- Committee on Budget & Finance
- Committee on Education
- Committee on General Government
- Committee on Licenses & Permits
- Committee on Neighborhoods & City Service;
- Committee on Planning & Development
- Committee on Public Safety
- Committee on Public Utilities
- Committee on Rules

**Rule 7B.** Except as provided expressly otherwise in these Rules, a matter shall not be referred to more than one Committee, either separately or jointly, nor may a matter be referred to the Full Council sitting as the Committee-of-the-Whole except by super-majority vote.

**Rule 7C.** Committees may meet at any time, in open and/or executive session, at any place within the City of Newburyport, subject to the Massachusetts General Laws, the City Charter, and the Newburyport Code.

**Rule 7D.** Committees shall meet and review each matter referred to them by the Council no later than thirty (30) ~~fifteen (15)~~ calendar days after such referral.

**Rule 7E.** Committee meetings ~~shall~~ may be cancelled when scheduled during any time when a declared snow emergency is in effect.

**Rule 7F.** During a meeting of the Council, the Chair of a Committee, whether regular or ad hoc, may remove any matter from such Committee to bring it to the floor for discussion by the Council, upon making a motion to do so, receiving a second from any other Councillor, regardless of Committee membership, and upon affirmative vote of the Full Council. Once such matter is before the Council (on the floor), any Councillor may then make a motion regarding such matter to approve it, not approve it, or refer it back to the original or to another Committee, and all parliamentary rules, including motions to amend, to table, and so on, shall be available, subject to these Rules.

**Rule 7G.** In the event that either: (a) the Committee has failed to meet and review a matter within the required 30 ~~45~~ days under Rule 7D; or (b) the Chair of a Committee has failed to remove any matter from such Committee after (6) weeks of its original referral to such Committee, such matter may be removed from such Committee to bring it to the floor for discussion by the Council, provided that a petition signed by no fewer than two Councillors has been filed with the City Clerk- with copies to both the President and the relevant Committee Chair -- in accordance with Rule 16.

**Rule 7H.** Any matter that remains in Committee at the end of the Council's two-year legislative session shall die, unless a majority of the Full Council votes at its last meeting of such session to carry such item into the succeeding session. Any item that remains on the table at the end of the Council's two-year legislative term shall die, and may not be carried on.

**Rule 7I.** For any Committee item relating to the disposition of any real property, including, without limitation, purchase or sale, an appraisal of the fair market value of said real property, performed by a duly licensed professional based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), shall be presented to the Council no fewer than seven (7) calendar days before such Committee item can be brought to the floor. The appraisal must be dated within twelve (12) calendar months of the date the relevant item is removed from Committee. The appraisal may be presented in Executive Session and/or may otherwise remain confidential in accordance with the City's Charter, and applicable law.

**Rule 7J.** Any Measure to authorize the issuance of a bond in an amount over \$500,000 shall not be removed from the committee to which it is first referred until the greater of thirty (30) calendar days or one (1) regular meeting of the City Council has elapsed since such referral.

### **SUFFICIENCY OF VOTE**

**Rule 8.** The affirmative vote of a majority of the members present shall be sufficient to adjourn any meeting of the Council or its Committees.

**Rule 8A.** Except as expressly provided in these Rules, the affirmative vote of a majority or super-majority, as may be required by law, of the Full Council, rather than of the quorum present, shall be required to adopt any ordinance, order, or other vote or proceeding adopted, or which might be adopted

(Measure). Consistent with the Charter, Measures include, without limitation, all transfers, expenditures, and acceptance of funds, which shall be put into effect by an order of the Full Council.

### **MANNER OF VOTING**

**Rule 9.** The Council and each of its Committees, standing and ad hoc, shall vote at a duly noticed public meeting, unless otherwise permitted under the Open Meeting Law.

**Rule 9A.** A vote to confirm Mayoral Appointments on a second reading shall be by roll call of the Full Council.

**Rule 9B.** Approval of any ordinance shall require two (2) readings and two (2) roll-call votes to be held at separate City Council meetings, while approval of any other Measure requires one (1) reading and one (1) vote, which, except in the case of bond order, may be by voice vote. Amendments to any motion to approve, not approve, or to refer back to Committee may be recorded by voice vote, including such parliamentary motions in regard to an ordinance. Following its passage on first reading, such ordinance shall be timely posted to the City's Website, as defined in the Charter, in a manner prescribed by the City Clerk. Notwithstanding the foregoing, pursuant to the Charter, votes regarding Mayoral Appointments shall be treated specially under Rule 20.

**Rule 9C.** At the Inaugural Meeting, the Clerk shall begin the order of roll-call voting throughout such meeting with that Councillor whose last name is first in alphabetical order. At each successive meeting that requires a roll call vote or votes, the Clerk shall begin roll calls throughout such meeting with the Councillor whose last name follows the previous Councillor in alphabetical order until the last meeting of the two-year legislative term. Notwithstanding the foregoing, the Clerk shall, for all votes at all meetings, call the President to vote last.

**Rule 9D.** In the event that a member of the Council or one of its Committees wishes to have his or her vote recorded differently after announcement of the results of a roll call vote by the Clerk or presiding officer, the member must receive unanimous consent from every other present member of the Council or the Committee, as the case may be.

**Rule 9E.** A motion to table once seconded is not debatable, but clarifying points of information shall be allowed for the purpose of understanding the effects of such proposed tabling.

### **GAINING THE FLOOR**

**Rule 10.** All Councillors, when desiring to speak on a matter, shall raise their hands and respectfully address the President, and wait until recognized by the presiding officer.

**Rule 10A.** Once recognized by the President, the Councillor shall stand to speak on the matter. A Councillor shall remain standing while speaking, and shall sit down to indicate to the President the conclusion of the Councillor's speech.

**Rule 10B.** No Councillor shall speak a second time on any motion until each Councillor has the opportunity to speak once, however the President may permit a Councillor to speak out of turn to respond to questions directed to ~~them~~ him or her by another Councillor.

**Rule 10C.** In speaking, members shall at all times confine themselves to the motion in order, shall use parliamentary language and appropriate demeanor, and shall strive to refer to all other members by their ward or as an At-Large Councillor, or as the Chair or a member of a particular Committee, etc., rather than by their first or last names.

**Rule 10D.** No member shall leave a Council or Committee meeting while it is in session to seek or accept counsel, nor may such member while away from such meeting exchange information pertaining to an item on the meeting agenda, nor to conduct any other city business.

**Rule 10E.** The Council President and Committee Chairs, as the case may be, shall have the responsibility and discretion for recognizing speakers other than Council or Committee members. Any member of the Council or a Committee may request of the presiding officer recognition of a speaker other than a member, but the presiding officer's determination whether to grant such recognition shall not be appealed.

### **SPONSORSHIP OF MATTERS**

**Rule 11.** With the sole exception of a Mayoral Appointment, as described in Rule 20, no Measure or other matter beside a Communication, of any kind, shall be placed on the Agenda by any City official or other person, including, without limitation, the Mayor, nor may it be acted upon by the Council, unless it is sponsored by a member of the Council. Each such matter carried over from a previous, two-year legislative term must be sponsored by a current member of the Council.

**Rule 12.** Except in the case of an Emergency Measure, as regulated under the Charter, the Council shall not pass or otherwise adopt any Measure until it has first been reviewed at a public meeting of a Committee in accordance with Rule 7.

**Rule 12A.** Failure of by any person, including, without limitation, an applicant or a city official, to meet a deadline, specified by law, regulation, or rule shall not constitute an Emergency. For example, and without limitation, the Council shall not approve a license or permit, or otherwise authorize, any person to use public property for a road race or other event by Emergency Measure solely because such event is scheduled to occur before the Council's next meeting.

**Rule 12B.** Pursuant to the Charter, no Measure making a grant, renewal, or extension, whatever its kind or nature, or a franchise or special privilege, shall be passed as an emergency measure, and, except as provided by the laws of the Commonwealth, no such grant, renewal, or extension shall be made otherwise than by ordinance.

**Rule 12C.** Pursuant to the Charter, an Emergency Measure shall become effective immediately upon its adoption without signature by the Mayor, or at such later time as the emergency measure expressly provides.

**Rule 12D.** In the event that a sponsor of any Measure or other matter is not present physically or telephonically at a meeting of the Council when the Clerk reads such Measure or other matter, then the Council shall not consider such Measure or other matter, unless all sponsors of such measure have presented a written statement requesting the Council to proceed in the absence of such sponsor.

## WITHDRAWING ITEMS FROM THE AGENDA

**Rule 13.** After a Measure or other matter is reached on the Agenda and read aloud by the Clerk, it shall be deemed to be in possession of the Council, and shall be disposed of in some matter by vote. At any time prior to a Measure or other matter being brought before the Council through such reading, it may be withdrawn provided all sponsors so notify the President or the Clerk.

## RECONSIDERATION

**Rule 14.** Notwithstanding Rule 9D, after a vote has been taken on a Measure or other matter, it shall be in order for any member voting with the prevailing side to move reconsideration thereof at the same meeting at which the vote was taken, and such motion shall be disposed of accordingly. Alternatively, such member may file with the Clerk, not later than noon of the next business day following such meeting, written notice of a motion to reconsider such vote. After receiving such written notification from a member, the Clerk shall place the motion for reconsideration on the Agenda for the next regular meeting of the Council, and the Clerk shall forthwith, either verbally or in writing, notify the Full Council of such filing.

## DUTIES OF THE CLERK

**Rule 15.** The Clerk shall attend and keep all records of all meetings of the Council, shall record the names of the members present, shall record the vote of members on roll calls, and shall have the care and custody of the City records, and all documents, plans, and papers pertaining to the business of the Council. The Clerk shall also, at the request of a member, assist in the drafting of items to be presented at the meetings of the Council. The Clerk shall cause notice to be made to each Councillor of each meeting of the Council, regular and special, and of Committee meetings, and shall also post notice on the City Website at least 48 hours prior to commencement.

## DEADLINE FOR AGENDA ITEMS

**Rule 16.** Printed materials regarding any matter, including, without limitation, the full text of new Measures, to be considered by the Council at its next regular meeting shall be presented in complete form to the Clerk not later than 9:00 am on the Wednesday ~~4:00pm on the Tuesday~~ preceding such regular meeting. Notwithstanding the preceding sentence, not later than 4:00pm on the Wednesday preceding a regular meeting, Committee Chairs shall submit to the Clerk the text of any Measures they intend to remove from Committee and put into the possession of the full Council. Except as otherwise provided under Rule 18A, papers presented after these times shall be considered Late-Filed Items, which shall not be taken up without a suspension of these Rules, which requires a super-majority vote of the Council. The provisions of this Rule 16 apply to all persons, and in all cases, without exception, including to all members and other City officials, such as the Mayor and Department heads, as well as the public.

## AGENDA AND PACKET

**Rule 17.** For each meeting of the Council, the Clerk in consultation with the President shall compile the Agenda of all matters to come before the Council at such meeting, in accordance with the order of business listed below, and shall make available to the public such Agenda and all supporting documents (together, Packet) to be considered by the Council by 5:00 pm of the fourth (4<sup>th</sup>) calendar day prior to such meeting; provided, however, that in the case of a special meeting the Agenda shall be made available as otherwise provided by law

and these Rules, and no Packet shall be required. The Clerk shall cause a printed copy of the Packet to be delivered to each Councillor by their individually preferred means, and to be posted on the City Website at least 48 hours prior to commencement.

Items that are to be added to the Agenda as Late-Filed Items must be submitted for approval to be placed on the Agenda immediately following the Call to Order.

The order of business for the Agenda shall be as follows:

1. Moment of Silence
2. Pledge of Allegiance
3. Call to Order
4. Late-Filed Items
5. Public Comment
6. Proclamations
7. Mayors Comment
8. Consent Agenda
  - a) Approval of Minutes
  - b) Communications (including Applications)
  - c) Orders (including Transfers/Appropriation Orders) and Resolutions
  - d) First Reading of Mayoral Appointments
7. Second Reading of Mayor's Appointments
8. Communications
9. Orders (including Transfers/Appropriation Orders) and Resolutions
10. Ordinances
11. Committee Reports (including all Measures with any amendments or revisions for the Council to consider)
12. Good of the Order
13. Adjournment

**Rule 17A.** The Consent Agenda shall be reserved for routine and non-controversial matters that may be considered apart from the rest of the Agenda and approved collectively and without debate.

The President has the sole discretion to place matters on the Consent Agenda excepting Committee Measures. Pursuant to the deadlines set in Rule 16, Committee Chairs may ask the Clerk to place Committee Measures on the Consent Agenda. This rule shall not be construed to limit or alter other rules relating to removing measures from Committee including, without limitation, Rules 7F and 7G. The retention thereon of any measure in the Consent Agenda is subject to the unanimous consent of the members present when the Council reaches the Consent Agenda during its meeting. Committee items removed from the Consent Agenda shall be handled during the regular agenda under the measure's respective Committee report, under Rule 7F.

The Clerk shall read matters on the Consent Agenda by title only. At any time before the Council acts upon the Consent Agenda, any member of the Council may cause any matter or matters listed upon the Consent Agenda to be removed and then placed into the appropriate portion of the regular Agenda, either by providing written notice to the President and/or the Clerk, or, alternatively, by rising and so requesting by motion. The Council shall then, without debate permitted, vote collectively on all matters remaining on the Consent Agenda, by simple majority of the Full Council. Such vote may be conducted by voice vote at the discretion of the presiding officer.

**Rule 17B.** Supporting copied (paper copy) documents for Council agenda items shall be placed in the packet and provided to Council members only the first time the item is introduced to the Council. Subsequently, as items are taken up for debate, whether in committee or during regular meetings, it shall be the responsibility of each Councillor to have retained the documents for reference. Notwithstanding the foregoing, the electronic version of the packet, posted on the website, shall be complete.



## PUBLIC COMMENT

**Rule 18.** There shall be designated a Public Comment time during each meeting of the City Council. The procedure for this comment time is listed below:

1. Individuals who wish to speak before the Council, whether on their own behalf or on behalf of a group, must sign in on the door of the Council Chamber prior to the start of the Public Comment segment of the meeting. Each speaker must provide his or her name and the address where ~~they he or she~~ ~~he~~ resides permanently (i.e. legal domicile), and indicate which Agenda item ~~they he or she~~ will be speaking on. The President will advise attendees of their right to speak and responsibility to sign-up.
2. Two minutes allotted to each speaker.
3. One opportunity per individual to speak.
4. Comment must be related to an Agenda item.
5. Speakers who are attorneys shall disclose the identity of all clients whose interests are materially affected by the Agenda item upon which they speak.

**Rule 18A.** There shall be designated a Mayor's Comment time during each regular meeting of the City Council. The procedure for this comment time is listed below:

1. To address the Council during the Mayor's Comment period, the Mayor may provide notice to the President at any time prior to the Call to Order.
2. The Mayor will be allowed to speak for a total of seven (7) minutes.
3. The Mayor will be offered reserved seating on the front bench of the Council Chambers
4. Notwithstanding the normal deadline for written materials to be submitted to the City Clerk under Rule 16, the Mayor may submit a written report to the Full City Council not later than 11:00am on the day of the Council meeting, and such report shall not be deemed a Late-Filed item.
5. Nothing in this rule prohibits the Mayor from speaking otherwise in compliance with the Charter and these Rules.

## PRESENTATIONS

**Rule 19.** To be included on the Council Agenda, presentations by individuals or groups must be sponsored by a Councillor ~~in~~ writing pursuant to Rule 16, and approved by the President, in which case such presentation shall be placed in the Communications segment of the Agenda, for a period not longer than twenty (20) minutes.

## MAYORAL APPOINTMENTS

**Rule 20.** Mayoral Appointments do not require sponsorship by a member of the Council, but shall require two (2) readings and two (2) votes by the Council, the second such vote by roll call. For its first reading, each such appointment, including reappointments, shall be accompanied by submittal to the Clerk of the appointee's resume in accordance with Rule 16. The first reading shall be placed in the Consent segment of the Council's Agenda for referral to the Council's next meeting, sitting as the Committee of the Whole.

**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.

## MID-YEAR BUDGET REVIEW

**Rule 21.** Each calendar year, the Committee on Budget & Finance shall schedule and hold a public meeting to conduct a Mid-Year Budget Review as soon as practical after six (6) months of actual expenditures are available in written form, but no later than February 28. The Chair of the Committee shall cause the Finance Director to attend, pursuant to the Charter, the Chair shall invite all members of the Council, as well. Pursuant to the Charter, the Chair shall ask the Finance Director to distribute to the Full Council documentation in support of the Mid-Year Budget Review no less than two (2) weeks before such meeting, including a year-to-date actual budget summary. Further pursuant to the Charter, any member of the Council may request that a Department Head be present at the Mid-Year Budget Review meeting, by making a request through the Chair of Budget & Finance.

## ELECTRONIC COMMUNICATION DEVICES

**Rule 22.** The audible use of mobile phones, radios, and other electronic communication devices by any person, including members of the Council, but excepting on-duty public safety officers, is strictly prohibited within the Council Chamber while the Council is in session, and all such devices shall be turned off or otherwise made to be silent.

**Rule 22A.** Members of the Council may read from or listen to or otherwise obtain information from a computer, tablet, or other electronic device within the Council Chamber while the Council is in session, such as by conducting computer searches online.

**Rule 22B.** Except as otherwise permitted under the Open Meeting Law, no member of the Council shall, at any time while the Council is in session, be permitted to communicate with other people, either located within or without the Chamber, using such any electronic device, whether verbally or otherwise, audibly or inaudibly.

## PARLIAMENTARY PRACTICE

**Rule 23.** In all matters of parliamentary practice not provided for in these rules, the Council shall use Robert's Rules of Order as a guide.

## RECUSAL

**Rule 24.** Upon his or her recusal regarding a matter, a member of the Council or a Committee shall leave the room where the meeting is being conducted, and such member shall not be counted as part of the quorum on that matter. Notwithstanding the foregoing, a recused member may, if permitted under applicable law, remain in the room solely if they ~~he and she~~ wishes to give testimony on the matter.

**Rule 24A.** If the matter is to be addressed in open session, then the recusal shall be made orally and shall be included as part of the official public record. The recused member may obtain and review any records of such public discussions and/or action by the Council or Committee on the matter.

**Rule 24B.** If the matter is to be addressed in executive session, then the recusal must be made orally during the open session before the Council or Committee goes into such executive session and shall be included as part of the official public record. A member so recused shall not knowingly obtain or review a recording, minutes, or any other non-public information regarding such matter, other than the fact of his or her own recusal.

## AMENDING THE RULES

**Rule 25.** Any amendment of these Rules shall require successful passage of an order by the Full Council, by simple majority, as provided in these Rules.

**SUSPENDING THE RULES**

**Rule 26.** Except as otherwise, expressly provided in these Rules, a motion to suspend the rules shall require a two-thirds super-majority vote of the Full Council.

\_\_\_\_\_  
Councillor Heather L. Shand

**In City Council January 10, 2022:**

Motion to approve by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes.  
Motion passes

**In City Council January 10, 2022:**

Motion to approve as amended to move the meeting date 9/26/2022 to 9/27/2022 due to Rosh Hashanah by Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 11 yes. Motion passes

**In City Council March 14, 2022:**

Motion to approve as amended in Committee to strike “*and Health Director*” by Councillor Vogel, seconded by Councillor Zeid. Motion to amend to add Rule 20B “The Health Director, upon appointment by the Board of Health, shall be placed in the packet for referral to the Committee on Public Safety for review and recommendation to the full Council as a receive and file.” By Councillor Zeid, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (BL, AK). Motion to approve as amended by Councillor Vogel, seconded by Councillor Zeid. Roll call vote. 9 yes, 2 absent (BL, AK). Motion passes.

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

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

\_\_\_\_\_

## Richard Jones

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**From:** Bruce Vogel <bruce@vogelatlarge.com>  
**Sent:** Tuesday, March 15, 2022 11:36 AM  
**To:** Richard Jones  
**Cc:** Patricia Barker; Kathleen Sullivan  
**Subject:** Corrected request for reconsideration

City Clerk Jones,

Please accept this email as notice of a motion to reconsider the vote taken on March 14, 2022, on the amendment by Councillor Zeid regarding Rule 20B whereby a rule causing the Mayor's appointment and the Board of Health's approval of a Health Director to be submitted to Council for review and thereafter received and filed – or such as it was written.

This email is a correction to the early email which incorrectly stated "regarding Rule 20A".

Thank you.

Respectfully,

Bruce Vogel

Bruce L. Vogel

Newburyport City Councilor At Large

978-828-0711

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

March 28, 2022

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

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

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

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

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Councillor Heather L. Shand

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

March 28, 2022

That the City Council appropriate from the Community Preservation Act FY 2022 Community Preservation Fund Balance, in accordance with the provisions of M.G.L. Chapter 44B, additional funding for the following FY2022 project, based upon the Community Preservation Committee's recommendation. The source of funds shall be FY2022 Community Preservation Fund Balance. Said appropriation shall be considered a separate appropriation or reservation in the amount indicated [below]:

Project No.	Project Title	Applicant	Request	Recommendation
11	<u>Restoration of Nock Middle School Tennis Courts</u>	Newburyport Public Schools & Newburyport Parks Department	\$50,000	\$40,000

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Councillor Sharif I. Zeid

# CITY OF NEWBURYPORT



IN CITY COUNCIL

## ORDERED:

That the City Council further amend ORDR265\_08\_09\_2021 to appropriate from the Community Preservation Act FY 2022 estimated revenues, in accordance with the provisions of M.G.L. Chapter 44B, for the following projects, based upon the revised Community Preservation Committee's recommendations voted on at a meeting of the Community Preservation Committee on 10/13/21:

Project #11: Restoration of Nock Middle School Tennis Courts (Applicant: Newburyport Public Schools & Newburyport Parks Department)

Project #15: Fuller Field Track Renovation, Phase Two Bond Payment

The source of funds for these projects, and those previously approved under this Order, shall therefore be FY2021 estimated revenues in the amount of **\$1,284,408.24** and the Community Preservation Fund Balance in the amount of **\$126,460**. Any conditions or stipulations indicated within the Community Preservation Committee's final recommendations, incorporated herein, shall be considered a condition of this appropriation and subsequent grant award.

Project No.	Project Title	Applicant	Request	Council Appropriation
1	YWCA at Hillside	YWCA Greater Newburyport	\$50,000	\$50,000
2	Newburyport Rental Assistance	Affordable Housing Trust	\$200,000	\$200,000
3	Custom House Door Restoration	Newburyport Maritime Society, Inc.	\$43,832	\$43,832
4	Cushing House Landscape Restoration Phase III	Historical Society of Old Newbury	\$45,717	\$45,717
5	Garrison Birthplace Signage	Newburyport Preservation Trust	\$1,800	\$1,800
6	Open Space Reserve Fund	Open Space Committee	\$100,000	\$100,000
7	Market Landing Park Expansion	Newburyport Office of Planning & Development	\$250,000	\$250,000



<b>8</b>	Lower Atkinson Master Plan Amendment	Newburyport Parks Department	\$3,850	N/A
<b>9</b>	Bartlet Mall Frog Pond Improvements	Newburyport Parks Department & Commission	\$186,035	\$186,035
<b>10</b>	Restoration of Swan Fountain at Bartlet Mall	Newburyport Parks Department & Commission	\$126,000	\$126,000
<b>11</b>	Restoration of Nock Middle School Tennis Courts	Newburyport Public Schools & Newburyport Parks Department	\$175,000	\$175,000
<b>12</b>	Atwood Park Lighting Improvements	Newburyport Parks Department & Commission	\$33,000	\$33,000
		<b>Total:</b>	<b>\$1,215,234</b>	<b>\$1,211,384</b>

<b>13</b>	NHS Stadium Bond Payment	127,080
<b>14</b>	Cherry Hill Soccer Field Bond Payment	\$11,940
<b>15</b>	Administrative Costs	\$12,000
<b>16</b>	Fuller Field Track Renovation, Phase Two Bond Payment	\$48,464.24
	<b>Total:</b>	<b>\$199,484.24</b>

*Charles F. Tontar*

Councillor Charles F. Tontar

**In City Council October 25, 2021:**

Motion to approve project # 11 by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (JD). Motion passes. Motion to amend to add project #16 by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 9 yes, 1 no (JM), 1 absent (JD). Motion to amend to correct the total amounts to the estimated revenues by Councillor Zeid, seconded by Councillor Khan. Roll call vote. 10 yes, 1 absent (JD). Motion passes.

Approve: *Donna D. Holaday*  
Donna D. Holaday, Mayor

Attest: *Richard B. Jones*  
Richard B. Jones, City Clerk

Date: 11/4/21

## Community Preservation Committee Funding Recommendations - 10/13/21

### PROJECT NO. 11 RESTORATION OF THE NOCK MIDDLE SCHOOL TENNIS COURTS

The CPC recommends the appropriation of \$175,000 from the FY 2022 Estimated Revenues to the Newburyport Parks Department and Newburyport Public Schools for the renovation of Nock Middle School Tennis Courts.

The CPA category for this appropriation is Recreation.

**Project Summary:** The two existing tennis courts at the middle school have been in unusable condition for 20+ years, have never satisfied the USTA regulations for tennis court size, and have become an eyesore for the schools, neighbors and the community. The Newburyport Public Schools and Newburyport Parks Department propose that the existing courts and fence be entirely removed, and replaced with two new asphalt courts. The new courts will be rotated from the existing layout to allow for two USTA regulation-sized courts. Courts will be surrounded by new chain link fences, and will include a backboard.

The applicant's primary goals are (1) to make the property functional for recreation and (2) to enhance the property for the school and its neighbors. As the courts exist today, they are overgrown, neglected and pose a potential hazard to children. Eventually, the Newburyport School Committee would like to see a total of five courts constructed at the Middle School. There is community need for additional courts in our city. Further, a minimum of five courts are needed to host a varsity tennis match. Existing courts at Atkinson Commons have never satisfied this requirement and do not offer sufficient parking. The applicant intends to approach the court development in two phases. The first phase, and the basis of this grant, is to redesign and replace the existing courts. The second phase will include exploring the best location on the school's property for three additional courts and construction of those courts.

### PROJECT NO. 15 FULLER FIELD TRACK RENOVATION, PHASE TWO BOND DEBT PAYMENT

The CPC recommends the appropriation of \$48,464.24 from the FY 2022 Estimated Revenues to the City of Newburyport for the first annual payment of interest and principal on the Fuller Field Track Renovation, Phase Two Project Bond.

The CPA category is Recreation.

**Project Summary:** The project includes installation of a 300-person grandstand, completion of electrical connections throughout the facility for the sound and timing systems, installation of a new sound system, and renovation of the interior of the existing field house to include expanded restroom facilities.

**NEWBURYPORT COMMUNITY PRESERVATION COMMITTEE**  
**Supplemental Recommendation for FY22 Appropriations**  
*(Restoration of Nock Middle School Tennis Courts)*

The Newburyport Community Preservation Committee recommends that the City Council appropriate from the Community Preservation Fund Balance additional funding for the following listed FY2022 project(s):

- **FY2022: Project 11: Restoration of Nock Middle School Tennis Courts**

This supplemental funding is subject to the terms and conditions set forth the in the signed Grant Agreement dated December 21, 2021. Applications for all projects are available for review in the Office of Planning & Development.

Respectfully submitted by:

Community Preservation Committee Members

Michael Dissette, Chair	Jane Healey, Vice Chair
Mark Rosen	Paul Healy
Tom O'Brien	Don Walters
Don Little	Joe Morgan
Charles Griffin	

**PROJECT NO. 11**  
**RESTORATION OF THE NOCK MIDDLE SCHOOL TENNIS COURTS**

The CPC recommends the appropriation of an additional \$40,000 from the FY 2022 Community Preservation Fund Balance to the Newburyport Parks Department and Newburyport Public Schools for the renovation of Nock Middle School Tennis Courts.

The CPA category for this appropriation is Recreation.

**Project Summary:**

The Newburyport Parks Department and Newburyport Public Schools have submitted a supplemental grant application for the Restoration of the Nock Middle School Tennis Courts project. There is a cost overrun of \$50,000 that needs to be addressed as soon as possible in order to move forward with the contract award and avoid losing a critical portion of the summer 2022 construction season while school is not in session. Construction bids from contractors were due in early March. The low base bid, alternate bid #1 and contingency exceed the estimate that was developed in January of 2021 by \$50,000 due to an expanded scope of work and escalating construction costs. The CPC voted at the meeting of 3/23/22 to recommend the appropriation of an additional \$40,000 from the FY2022 Community Preservation Fund Balance recognizing that the line item for a concrete sidewalk was not critical to moving the project forward.

## Renovation of Nock Middle School Tennis Courts

### Management Plan

This is a joint project between the Newburyport Public Schools and the Newburyport Parks Department. Steve Bergholm, Director of Facilities for the schools will be the lead Project Manager with assistance from Lise Reid, Parks Director.

The project designer is Chris Huntress, from Huntress Associates, 17 Tewksbury Street, Andover MA 01810.

A contract has not yet been awarded to a contractor, but the low bidder for the project is Vermont Recreation. Bids were received on March 10, 2022. See Budget section below and attached bid results.

### Budget

Huntress Associates Fee	\$24,750.00
Legal Ad for Bid	\$198.75
Vermont Recreation Base Bid	\$186,495.00
Vermont Recreation-Alternate #1 (concrete sidewalk)	<u>\$8,900.00</u>
<b>Total Project Cost</b>	\$220,343.75
2021 CPA Grant	<u>(\$175,000.00)</u>
<b>Budget Shortfall</b>	\$45,343.75

The request for a supplemental CPA grant of \$50,000 provides a small contingency for unforeseen circumstances. An additional grant of \$40,000 would eliminate Alternate #1 but would still allow the project to proceed this summer. In that case the sidewalk outside the tennis court would be constructed with asphalt instead of concrete.

HUNTRESS *Sports*

17 Tewksbury Street  
Andover, MA 01810  
p. 978.470.8882  
f. 978.470.8890  
[www.huntressassociates.com](http://www.huntressassociates.com)

**Nock Molin Middle School**  
**Tennis Courts**  
BID RESULTS

Date  
Owner  
Address  
Address  
Phone

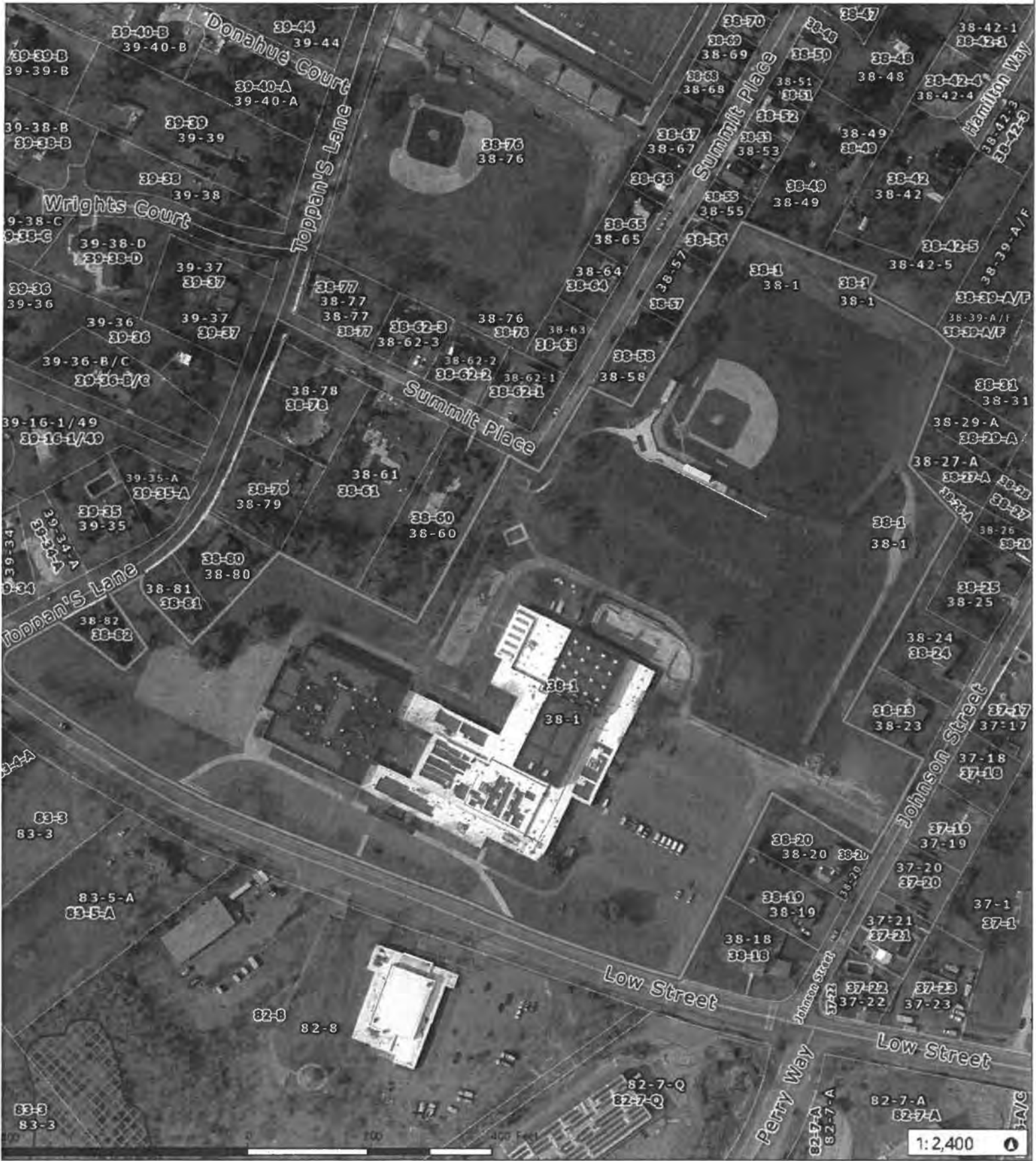
3/10/2022  
**City of Newburyport**  
60 Pleasant Street  
Newburyport, MA 01950  
978.465.4462

			<b>Total Bid</b>
<b>Green Acres Landscape &amp; Construction</b>	\$238,541.00	\$11,734.00	<b>\$250,275.00</b>
<b>Quirk Construction Corp.</b>	\$272,877.00	\$3,400.00	<b>\$276,277.00</b>
<b>Vermont Recreation</b>	\$186,495.00	\$8,900.00	<b>\$195,395.00</b>
	\$0.00	\$0.00	<b>\$0.00</b>
	\$0.00	\$0.00	<b>\$0.00</b>
	\$0.00	\$0.00	<b>\$0.00</b>

**City of Newburyport**  
*Nock Molin Middle School*  
*Tennis Court Construction*

# City of Newburyport Nock-Molin Tennis Reconstruction

01/28/2027



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



Municipal Boundary  
Parcel

Roofs  
Estimated Wetlands

### Legend

Interstate  
State Road  
Local Road  
Parcels (on aerial)

Attachment B

Photograph of existing courts, as of Fall 2020.



**Proposal for Professional Services  
between  
Huntress Associates, Inc.  
and  
Newburyport Public Schools  
for  
Landscape Architectural Services**

**October 6, 2021**

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are proposed general terms of the engagement between the Newburyport Public Schools called the "client" and Huntress Associates (HAI).

**PART I**

**PROJECT DESCRIPTION**

The project consists of design and construction documentation for work at Nock Molin Middle School located at 70 Low Street, Newburyport, Massachusetts. The scope of work includes the design and engineering associated with the renovation of two (2) existing tennis courts and construction of three (3) new tennis courts, five (5) courts in total. Work to include all drawings, details, specifications, bidding and construction administration services.

**SCOPE OF SERVICES**

**1.0 EXISTING CONDITIONS DOCUMENTATION**

City of Newburyport to provide topographic survey and documentation of existing conditions from the baseball field construction project in 2015. Survey to be provided in AutoCAD format showing the location of all structures, topographic contours at one (1') foot intervals and resource area delineation.

**Product:** Existing Conditions Survey, Provided by Owner (NIC).

**2.0 SCHEMATIC DESIGN**

HAI will prepare Schematic Design Plans to include preparation of a preliminary grading and drainage plans, subbase and under-drain details, tennis net posts, center straps, perimeter fence, walkways and associated site improvements.

**Product:** Existing Conditions Plan  
Preliminary Site Improvement Plan  
Preliminary Construction Details  
Construction Cost Estimates. (60%)

**3.0 CONSTRUCTION DOCUMENTS**

After review and approval of the schematic design plan by the client, HAI will prepare construction documents setting the location, materials and construction details for all proposed improvements. This phase will also include the preparation of material and construction specifications in CSI Format. All



front end documents, including owner/contractor agreement and insurance requirements shall be reviewed and approved by the Newburyport Public Schools and the City of Newburyport prior to bid.

**Product:**       Layout and Materials Plan  
                  Grading & Drainage Plan  
                  Construction Details  
                  Construction Specifications  
                  Construction Cost Estimates (100%)

#### **4.0 CONSTRUCTION BIDDING**

HAI will review all construction bids / proposals and help identify the lowest responsible bidder.

**Product:**       Review of bids received by Newburyport Public Schools and the City of Newburyport.

#### **5.0 CONSTRUCTION ADMINISTRATION**

Throughout the construction process HAI will attend weekly site meetings. HAI will be available to answer questions and review construction documents with the contractor, prepare weekly meeting notes and document the construction process with photographs.

**Product:**       Attendance at weekly site meetings  
                  Preparation of meeting notes  
                  Construction logs and photographs  
                  Submittal & Requisition for Payment review  
                  Punchlist & Close out coordination.

#### **6.0 SERVICES NOT INCLUDED**

- Meetings with Town officials, boards or representatives.
- Local and/or State Permitting.
- Wetland Resource Delineation
- Topographic or boundary survey.
- Application Fees / Filing Fees
- Structural Engineering and detailing for retaining walls
- Local or State permitting.
- Geotechnical and Electrical Engineering Services.

#### **7.0 SCHEDULE**

Huntress Associates anticipates performance of services, exclusive of client and agency review to be completed within two (2) months, after receipt of notice to proceed from Client. If the client requests that work under this Agreement be stopped, the schedule is subject to renegotiations when written authorization to proceed is received. The schedule is also subject to the payment schedule as noted under Compensation. If work by HAI must be stopped due to failure of the client not meeting the payment schedule, then the schedule would be subject to renegotiations.

#### **8.0 COMPENSATION**

HAI will perform the Scope of Services contained in this Agreement and shall be compensated on a fixed fee basis. The total maximum fee for Basic Services indicated in the schedule below:



Existing Conditions Survey	(NIC)
Wetland Delineation	(NIC)
Schematic Design	\$ 6,500.00
Construction Documents	\$ 9,500.00
Construction Bidding	\$ 2,250.00
Construction Administration	\$ 6,500.00
<b>TOTAL</b>	<b>\$24,750.00</b>

Additionally, any work beyond the scope of work described herein will be billed on an hourly basis. A flat \$135.00 per hour is billed.

In addition to the labor compensation, HAI shall be reimbursed for expenditures made specifically for the project such as: Application fees, printing and reprographics; shipping, postage, and courier service charges; purchase of maps and similar documents, etc. These direct expenses will be billed at cost plus 10%.

**Huntress Associates, Inc.**

December 7, 2020

Christian C. Huntress

Date

**CLIENT AUTHORIZATION**

The Newburyport Public Schools agrees with Part I which includes the Scope of Services, Schedule, Compensation, and Part II, Terms and Conditions of Agreement (attached hereto and acknowledged as being received). Together they constitute the entire agreement between Huntress Associates and the Newburyport Public Schools.

Total Upset Limit for Labor: \$ 24,750.00

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



**PART II**  
**HUNTRESS ASSOCIATES**  
**TERMS AND CONDITIONS OF AGREEMENT**  
(Page 1 of 3)

The engagement of Huntress Associates (HAI) by Client is under the following terms and conditions and is an integral part of the collective Agreement between Client and HAI.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. Payment to HAI is the sole responsibility of Newburyport Public Schools This Agreement is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement.
4. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
5. Invoices will be rendered monthly and are payable within 30 days of receipt.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, HAI shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement and likewise if Client prevails in any such collections Client shall be entitled to full reimbursement of all defense costs including reasonable attorney's fees.
7. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to HAI within 45 days of the date of invoice, HAI may, without waiving any other claim or right against Client, suspend services under this Agreement until HAI has been paid in full all amounts due HAI and/or any of its Consultants and Subcontractors.
8. HAI agrees to carry the following insurance during the term of this Agreement:
  - Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
  - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$500,000 per occurrence and in the aggregate.
  - Professional Liability Insurance with a limit of \$500,000 per claim and in the aggregate.
  - Automobile Liability Insurance including non-owned and hired automobiles with the following limits:

◇ Bodily Injury	\$300,000 each person
	\$300,000 each occurrence



◇ Property Damage \$50,000 each occurrence

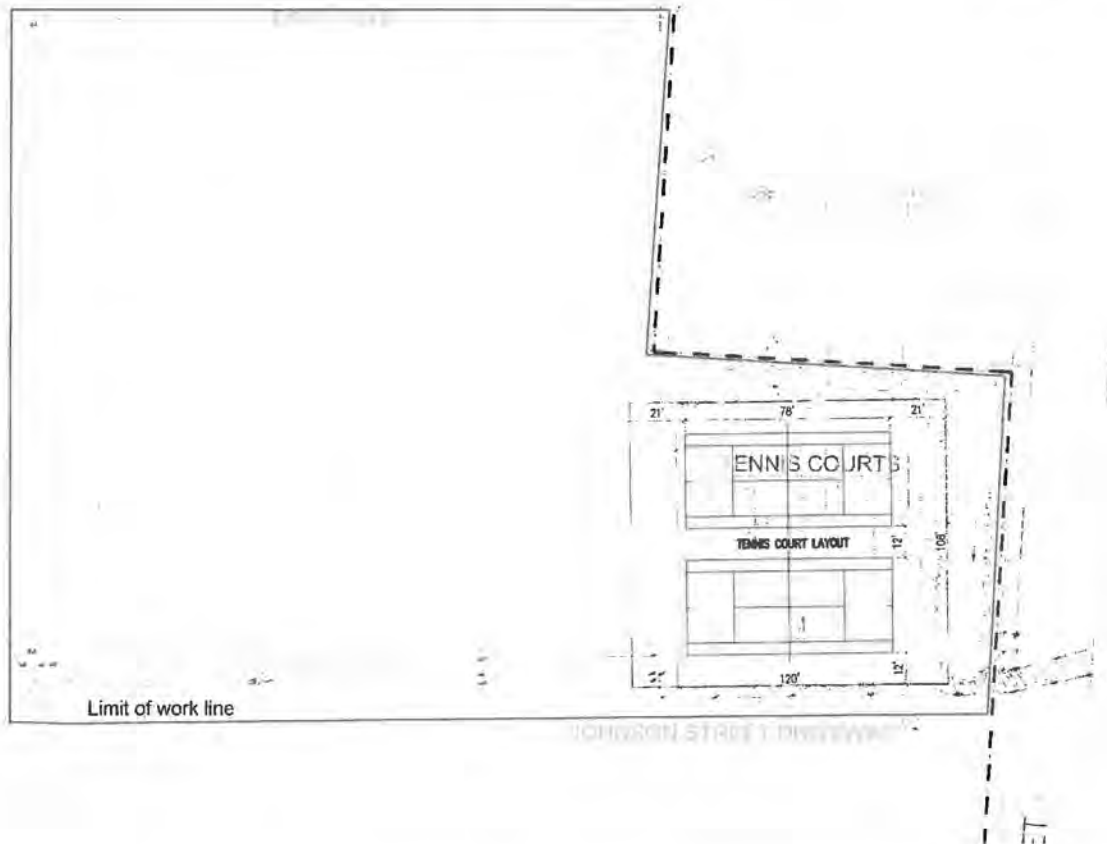
Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse HAI for such additional expense.

9. HAI shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of HAI.
10. HAI's services will be performed on behalf of and solely for the benefit and exclusive use of Client and Client's agents and designees for the limited purposes set forth in the Agreement. Client acknowledges that HAI's services require decisions which are not based upon science, but rather upon judgmental considerations.
11. Client hereby agrees that to the fullest extent permitted by law, HAI's liability to Client and any persons or entities claiming by, through or under the Client, for any and all claims, losses, expenses, or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes including, but not limited to HAI's errors, omissions, breach of contract or breach of warranty shall not exceed \$ 24,750 (Twenty-four thousand seven hundred fifty dollars).
12. All documents including Drawings and Specifications prepared by HAI pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by HAI for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to HAI; and the Client, shall release, indemnify and hold harmless HAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle HAI to additional compensation at rates to be agreed upon by HAI and the third person or entity seeking to reuse said documents.
13. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and HAI.
14. HAI agrees to comply with all Federal Equal Opportunity laws, orders and regulations. Without limiting the generality of the foregoing, HAI will not discriminate against any employee or applicant for employment by HAI because of race, creed, color, age, sex, marital status, national origin or disability. In addition, HAI will not discriminate against any employee or applicant for employment by HAI because of sexual orientation. HAI will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, sex, marital status, special disabled veteran or Vietnam war veteran status, national origin, disability or sexual orientation. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertisement; (iii) layoff transfer; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. HAI agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 15. This agreement shall be governed and construed in accordance with the laws of the State of Massachusetts.

NEWBURYPORT PUBLIC SCHOOLS - LIMIT OF WORK

EXHIBIT 'A'



P. O. Box 5  
ST. JOHNSBURY, VT 05819



(A Division of JS Zangla LLC)

1-802-748-4378  
1-800-237-6774  
1-802-748-9974 FAX

Greg Lynch

January 6, 2021

978-204-2838  
greglynch@hotmail.com

## Construction of Two Tennis Courts - Nock Middle School

- a. Excavate area of approx. 118' x 130' and stockpile material for use around the edges.
- b. Grade sub base to accommodate new grades, 1" in 10'.
- c. Supply and install stabilization mat.
- d. Haul, place, and compact 12" of bank run gravel. (95% compaction) **Compact every 4"-6" lift.**
- e. Haul, place, and compact 6" of crushed bank run gravel. (95% compaction) **Compact every 4"-6" lift.**
- f. Install drainage as needed to prevent subsurface water from migrating under court area.
- g. Fine grade area to be paved.
- h. Pave area of 108' x 120' in two lifts; 2" of 3/4" binder, and 1" of 3/8" hot plant mix.
- i. Supply & install approx. 456 lin. ft. of 10' high chain link fencing. Fencing to have 3" terminal posts, 2 1/2" line posts, 1 5/8" top rail, and 1 3/4" x 9 gauge fabric. Fence to have two (2) gates.
- j. Supply and install in sleeved, bell shaped concrete footings two (2) new sets of Edwards Classic net posts, two (2) Edwards 30LS nets, center straps and anchors.
- k. Total area to receive one (1) coat of **Premier Sports Coatings Resurfacer**.  
This will fill surface voids and act as a prime coat for the color system.  
Material manufactured by California Sports Surfaces.
- l. Total area to receive two (2) coats of **Premier Sports Coatings**. Color to be Selected By Owners.  
Texture coats to contain the proper amount of sand to provide a tough wearing base. Top coat to contain proper amount of pigment to give a long lasting and attractive surface.  
Material manufactured by California Sports Surfaces.
- m. Apply two (2) sets of hand painted, regulation, Tennis lines with white textured **Premier-Line** paint.

Estimated Cost of project: **\$140,000.00 - \$150,000.00**

**Note:** This is an estimate for budget purposes only. VTCS feels that these dollar figures represent an average cost for a project such as yours.

---

*Jeff Zangla, Representative*

**NEWBURYPORT SCHOOL COMMITTEE  
BUSINESS MEETING  
Monday, February 3, 2020**

**Senior/Community Center  
Meeting Convened at 6:32 PM**

**Mayor Donna Holaday / Bruce Menin Presided**

**Present: Brian Callahan, David Hochheiser, Bruce Menin, Mayor Donna Holaday,  
Sheila Spalding, Sean Reardon, Steve Cole**

**CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:**

**Mayor Donna Holaday** called the Business Meeting of the Newburyport School Committee to order at 6:32 PM. Roll Call found all members present. All those in attendance stood for the Pledge of Allegiance to the Flag.

At this point **Bruce Menin** took over chairmanship of the Business Meeting.

**PUBLIC COMMENT:**

**Bruce Menin** asked people to come forward to make a public comment:

- Jack Gobb, 7 Gleason St., Andover, MA He inquired if the Sailbot classes had been cancelled for the coming year. Answer - No they will be running
- Lisa Matas, 9 Washington Street She spoke about the "Fun Run" fundraiser. She stated she felt it was an exploitive fundraiser.
- Trish Boaters, 18 Merrill Street She spoke about fundraising policies, buses for field trips, for-profit companies. The "Fun Run" organizers took 49% of all the money raised.

**CONSENT AGENDA:**

**Warrants:**

On a motion by **Steve Cole** and seconded by **Mayor Holaday** it was

**VOTED:** To approve, receive and forward to the City Auditor for payment the following warrant.  
**\$7,989.15**

**Motion Passed Unanimously**

On a motion by **Steve Cole** and seconded by **Mayor Holaday** it was

**VOTED:** To approve, receive and forward to the City Auditor for payment the following warrant.  
**\$209,335.91**

**Motion Passed Unanimously**

**Minutes:**

On a motion by **Sean Reardon** and seconded by **Sheila Spalding** it was

**VOTED:** To approve, receive and file the School Committee  
Business Meeting minutes of Monday, January 21, 2020.

**Motion Passed**

**Mayor Holaday voted present**

**STUDENT & STAFF RECOGNITION:**

**Superintendent Sean Gallagher** recognized the following people:

- Nine students in the 8th grade at Nock Middle School were recognized for being Peer Mentors to students at the Bresnahan Elementary School. They visit the Bresnahan School 1x per week during their flex time with 8th grade teacher Jen Groskin.
- Christina Gentile: in recognition of six years of service as Special Education Director to the Newburyport Public Schools.

**NHS STUDENT REPRESENTATIVE REPORT:**

NHS Student Representative Peter D'Ambrosio reported on the following:

- Our Real World Design Challenge students finished first in the state competition. They will now have the opportunity to compete nationally in the Spring at Washington, D.C. A big congratulations to Ms. Leadbeater and the RWDC students on their accomplishment.
- The Student Council's February meeting will happen tomorrow. We will focus on community service and Spirit Week.
- The Theater Department will be performing Twelfth Night in less than a month. The first show will be on Wednesday, February 26 at 7:00 PM followed by Thursday night at 7:00 PM and Friday at 3:00 PM. The cast will then compete at the Drama Festival on Saturday, February 29 which will happen at Andover High School.
- This past Friday the High School's Peer Training, who had received extensive training from the ADL, during which the trainers led students in activities to help everyone gain a stronger understanding of the terms bias, prejudice and stereotype. The main outcome for students was to understand that people are much more complex than what you see on the surface.
- Alongside the peer training session on Friday, students Charlie Grossman and Lindsay Neilson along with teachers Jill Moran and Tom Abrams were interviewed on WJOP's morning show by host Mary Jacobsen. This interview highlighted the work they are doing with the Anti-Defamation League's Peer Training Program as we work to become a No Place for Hate Zone.
- Boys Basketball - 11-1 CAL, 1st Place  
Boys Basketball finished 1st place in the CAL, with an 11-1 record. Qualified for MIAA Playoffs. Defeated Masco 83-55
- Girls Basketball - 7-4 CAL, 9-4 Overall, 3rd Place  
Girls Basketball finished 3rd in the CAL, with a 7-4 record. Defeated Hamilton-Wenham 53-50, Defeated Masco 45-42
- Hockey - 4-3-1 CAL, 4-8-1 Overall, 4th Place  
Hockey finished 4th place in the CAL. Tied Masco 2-2
- Boys Track - 3-0-1, 1st Place  
Cape Ann Kinney Division Champions Defeated North Reading 51-35



- Girls Track - 4-0, 1st Place  
Cape Ann Kinney Division Champions, Defeated North Reading 61-25
- At Wednesday's Poetry Soup, there will be auditions for this year's NHS representative in the National Poetry Out-Loud contest. 7 PM - Room 118. Poetryoutloud.org for more information.

### **GALAPAGOS ISLANDS OVERNIGHT FIELD TRIP:**

NHS teacher Erin Hobbs reported that 59 students have signed up from grades 10, 11, and 12 and will go on an overnight field trip to Ecuador and the Galapagos Islands from April 16, 2020 to April 24, 2020

**Sean Reardon** asked if they have done this trip before? Answer - No

**Sheila Spalding** asked how do the students get selected. Answer - they sign up

### **Motion:**

On a motion by **Mayor Holaday** and seconded by **Sheila Spalding** it was

**VOTED:** To approve the overnight field trip to the Galapagos Islands from April 16, 2020 to April 24, 2020.

**Motion Passed Unanimously**

### **CAPITAL IMPROVEMENT PLAN:**

Director of Facilities Steve Bergholm presented the Capital Improvement Projects for the school district to the School Committee. They include the following:

1. NHS Science Wing Addition & Renovation
2. NHS Roof Replacement
3. NHS Exterior Woodwork Project
4. NHS Exterior Painting
5. NHS Engineering Services
6. NHS Bleacher Seat Replacement
7. NHS Furniture Replacement
8. NHS Lighting Upgrades
9. Pick-up Truck with Plow
10. Toro Groundsmaster 3500-D
11. Nock Molin - Walkway/Sidewalk Repairs and Repaving
12. Nock Molin Tennis Court Renovation
13. Nock Molin Furniture Replacement
14. Nock Molin Gym & Auditorium Roof Replacement
15. NHS Carpet Replacement
16. NHS Ground Floor Vestibules
17. NHS School Auditorium Plaster Repairs

**David Hochheiser** spoke of the furniture replacement - we should find people to do research on this.

**Mayor Holaday** asked Mr. Bergholm if he needed a couple of weeks to do research.

**Motion:**

On a motion by **David Hochheiser** and seconded by **Sheila Spalding** it was

**VOTED:** To approve the Capital Improvement Plan.

**Motion Passed**

**Sean Reardon** voted No

**REPAIR TENNIS COURTS NEAR JOHNSON STREET:**

Friends of Nock Tennis Court would like to request that the school district allow them to repair the courts next to Johnson Street, as well as expand them towards the school roughly 2 feet so that they are regulation sized.

**Mayor Holaday** said she wanted to make sure there would be no parking on the court as it is being renovated.

**Bruce Menin** asked who would apply for CPA Grants. Answer - Parks

**Mayor Holaday** - work with Parks - design, organize

**Motion:**

On a motion by **Mayor Holaday** and seconded by **David Hochheiser** it was

**VOTED:** To support the efforts of the Friends of Nock Tennis Court to raise funds for the Tennis Courts at the Nock/Molin Schools.

**Motion Passed Unanimously**

**2020-2021 DRAFT CALENDARS:**

**Superintendent Gallagher** presented two versions of the 2020-2021 Draft Calendars (First Reading), one showing 2 Late Starts and the other showing 4 Late Starts. **Superintendent Gallagher** gave information on attendance - beneficial to late start and moving it to Friday - information also on chronic absences.

**David Hochheiser** asked are we sure that the kids who are chronically absent would not be affected.

**Superintendent Gallagher** explained how the calendars were developed.

**Mayor Holaday** encouraged community/students to reach out to the School Committee to discuss the calendar.

**Superintendent Gallagher** said he will go back with suggestions and review.

**DISTRICT FUNDRAISING DISCUSSION:**

**Bruce Menin** asked the Superintendent to list funding by the school.

**David Hochheiser** asked how much is being raised in each school.

**Mayor Holaday** asked if there were other fundraising done by other groups.

**Steve Cole** asked if there were going to be any guidelines.

**ASSISTANT SUPERINTENDENT ANGELA BIK'S REPORT:**

**Assistant Superintendent Angela Bik** reported on the following:

- Seal of Biliteracy: NPS will participate in this Massachusetts initiative of DESE. This is an award given in recognition of students who have attained a high functional level of

proficiency in speaking, reading, writing, and listening in 2 or more languages in school or in another setting by high school graduation.

- **Edgenuity:** partners with schools and districts to provide K-12 online and blended learning solutions that propel student success and empower every teacher to deliver more effective instruction.

### **SUPERINTENDENT SEAN GALLAGHER'S REPORT:**

**Superintendent Gallagher** reported on the Strategic Plan, which included the following:

#### **Strategy 1: Reimagining Teaching and Learning**

- Skills-based instruction (also hits Strategy Two, Plan 3...competency-based learning)
- Blended Learning Committee
- NHS College and Career Pathway development
- Elementary Literacy
- Teacher Instructional Leadership Team Development (support relations and learning communities among teachers and administrators)

**Strategy II: We will offer an array of opportunities for self-discovery & personal achievement.**

**Strategy III: We will maximize all internal & external resources Strategy IV:**

**We will optimize our organizational design & operations Strategy V: We**

**will create a dynamic community among all stakeholders**

- Student Voice
- Community Voice
- Expanded Teacher Leadership and Teacher Voice

**Strategy VI: We will create a culture that cultivates the best of everyone**

- Contract Stability
- Leadership Team Development
- Budget Development
- District Systems

**Strategy VII: We will provide supports so all students are ready and able to learn**

### **SUB-COMMITTEE REPORTS:**

**Joint Ed** - Sean Reardon said they met today - MCAS presentation

**Policy** - David Hochheiser said they met Saturday - update on policy

**Mayor Holaday** reminded the Committee that the State of the City will take place on Thursday at 7:00 PM.

**Motion:**

On a motion by **Mayor Holaday** and seconded by **David Hochheiser** it was

**VOTED:** To adjourn the Business Meeting of the Newburyport School Committee at 9:00 PM.

**Motion Passed Unanimously**

**Motion:**

On a motion by **Mayor Holaday** and seconded by **David Hochheiser** it was

**VOTED:** To open the Organizational Meeting for this coming term.

**VIVA-VOCE VOTE FOR 2-2- VICE-CHAIR:**

**Motion:**

On a motion by **Mayor Holaday** and seconded by **Brian Callahan, Sean Reardon** was nominated for the Vice-Chair.

**Motion Passed Unanimously**

**Motion**

On a motion by **Mayor Holaday** and seconded by **Steve Cole, Bruce Menin** was Nominated for the Vice-Chair.

**Motion Passed Unanimously**

**Brian Callahan** stated that **Bruce Menin** has done a good job; **Sean Reardon** can do a good job too.

**Sean Reardon** stated that **Bruce Menin** has done a good job.

**Roll Call Vote:**

<b>Steve Cole</b>	-	<b>Bruce Menin</b>
<b>Mayor Holaday</b>	-	<b>Bruce Menin</b>
<b>David Hochheiser</b>	-	<b>Sean Reardon</b>
<b>Brian Callahan</b>	-	<b>Sean Reardon</b>
<b>Sean Reardon</b>	-	<b>Sean Reardon</b>
<b>Bruce Menin</b>	-	<b>Bruce Menin</b>
<b>Sheila Spalding</b>	-	<b>Bruce Menin</b>

**VOTE -** **Bruce Menin - 4 Votes**  
**Sean Reardon - 3 Votes**

**Bruce Menin is elected to serve as the Vice-Chair.**

**ORGANIZATION:**

**Mayor Holaday** recommended the following committee assignments:

**Finance:**

**Chair - Steve Cole**

**Bruce Menin**

**Brian Callahan**

**Mayor Holaday**

**Policy:**

**Chair: David Hochheiser**

**Sean Reardon**

**Sheila Spalding**

**Joint Education:**

**Chair: Sean Reardon**

**Bruce Menin**

**Brian Callahan**

**Superintendent Evaluation**

**Bruce Menin**

**Mayor Holaday**

**Liaison to NEF: Sean Reardon**

**Special ED PAC: Sheila Spalding**

**Brian Callahan** stated that the Committee doesn't get the Agenda early enough

**ADJOURNMENT:**

**Motion:**

On a motion by **Sean Reardon** and seconded by **Brian Callahan** it was

**VOTED:** To adjourn the Organizational Meeting at 9:12 PM.

**Motion Passed Unanimously**



## **Newburyport Public Schools**

Facilities Department  
241 High Street  
Newburyport, MA 01950

January 29, 2021

Community Preservation Committee  
Re: Nock Tennis Court Renovations

Dear CPC Members,

It is with great enthusiasm that I support the Parks Department's application for the renovation of the tennis courts at the R.A. Nock Middle School. This is a project that is long overdue, and will be beneficial to both the schools and the community at large. I can envision the renovated courts being used both as a practice facility for the high school teams, as well as by the Nock and Molin Physical Education Departments to introduce students to the game of tennis.

Additionally, I would like to assure the committee that the Newburyport Public Schools' Facilities Department will assume the responsibility of maintaining the courts once the renovations are completed.

Please do not hesitate to contact me if you have any questions or would like additional information.

A large, stylized handwritten number '4' in black ink, which serves as the signature of Steve Bergholm.

Steve Bergholm  
Director of Facilities  
Newburyport Public Schools

Phone (978) 465-4440 x5008

Fax (978) 465-4439

[sbergholm@newburyport.k12.ma.us](mailto:sbergholm@newburyport.k12.ma.us)

Mr. Mike Dissette, Chair  
Community Preservation Committee  
c/o Office of Planning and Development  
City of Newburyport  
60 Pleasant St  
Newburyport, MA 01950

January 16, 2021

Dear Members of the Newburyport Community Preservation Committee:

As Chair of the Parks Commission, I'd like to personally thank this Committee for your past support in helping to fund improvement projects within the Open Spaces of our great City. Without your support, many outdoor recreational opportunities for our residents would not be possible, and we would not be able to improve upon the beautiful Open Spaces we have today.

I am writing to ask for your help in connection with a long-overdue restoration of the Nock Middle School tennis courts.

As you know, our community has a large tennis population, and several of our Parks feel daily pressure to accommodate their needs. This year in particular, with the onset of COVID-19, we have witnessed even more pressure on our Parks and Open Spaces as residents seek out safe, outdoor recreational activities. We have watched the tennis court at the Nock School fall into disrepair over many years, sitting dormant as needs escalate. The renovation of the Nock tennis courts is well overdue: the schools need it and the general public needs it in order to give some relief to the modest number of tennis courts we have sprinkled within the city.

We appreciate your consideration of funding to ensure this facility can be used to its fullest potential. Your past support is greatly appreciated and we look forward to continuing to work with you.

Sincerely,



Kimberly Turner, Newburyport Parks Commission Chair  
27 High St.  
Newburyport, MA 01950  
781.632.6004

January 23, 2021

Community Preservation Committee  
c/o Office of Planning and Development  
City Hall  
60 Pleasant St.  
Newburyport MA 01950

To: Community Preservation Commission

We are very excited about the community effort to restore the two Nock Middle School tennis courts. This would be a fantastic addition to the town.

As owners of the Newburyport Tennis Club, we enthusiastically support all efforts to provide more opportunities and locations for people to play and enjoy tennis. Tennis is a great sport for all ages and abilities. The more places people have to play, the better!

There is no doubt that these courts are much needed. The high school tennis team constantly scrambles to find courts to practice and play matches on and the Newburyport Youth Services has a robust summer tennis program that would benefit from additional courts. The location of these courts is ideal for use by the middle school children both for gym classes and after school programs. Additionally, Newburyport's existing outdoor tennis courts typically have people waiting to play. It is frustrating and many people give up and go home.

During Covid-19 our Club has seen a solid uptick in the numbers of people playing tennis. It's exciting that more people are playing and that they understand that tennis is a safer sport. What we've seen at the Club is a trend across the country. The United States Tennis Association (USTA) reports an almost 30% increase in the numbers of people playing tennis in their last report! With so many new people now playing tennis there will be an even larger need for more public courts in our town.

We are VERY MUCH in favor of restoring these courts. They are sorely needed and we are thrilled to support this community effort to restore the courts at Nock Middle School!

Sincerely,

Daryl Colden, Kristen Tallman, Gary Gastman, Laura Goldberg

Owners, Newburyport Tennis Club



Dear Community Preservation Committee,

The popularity of tennis is on the rise and providing adequate facilities on school grounds to encourage and foster the love for this great game is needed. Over the years, courts have been removed from the Bresnehan school grounds (formerly Belleville), Mosley Pines and Atwood Park shrinking access. Additionally, the courts at the Middle School have been neglected and are now in severe disrepair. It is also worth considering that these broken-down courts are at common entrance point where kids enter and depart the school on a daily basis. It would be wonderful if some of the CPA money could be dedicated to brightening up this gateway to the school so that the students feel better about their school, while at the same time providing much needed courts for a game that gets kids outside and off their phones!

Thank you for your consideration!

Sincerely,

The Bradshaws  
5 Payson St.  
Newburyport, MA

20 Johnson Street  
Newburyport, MA 01950

**January 25<sup>th</sup>, 2021**

Dear Community Preservation Commission (CPC):

We were thrilled to learn that an end may be in sight for the complete restoration of the Nock Middle School tennis courts in Newburyport. As 10-year residents of abutting Johnson Street, we've been dismayed by the unsafe condition of the courts, while having witnessed unnecessary injuries to athletes during use. Today, it largely remains inactive and is nothing short of an eyesore to residents and visitors alike to our City.

As parents of an aspiring tennis player, this would selfishly be ideal! In broader context, the City is woefully short the necessary facilities to adequately host varsity/JV/middle school tennis competition. The addition of two courts would certainly be a step in the right direction in helping to realize a student/athlete's dream, additional space for Newburyport Youth Services to operate, or perhaps help rejuvenate a resident that would like to revisit their past game.

Thank you kindly for your due diligence and consideration for this project.

Sincerely,  
Jake & Meagan King

195 High Street  
Newburyport, MA  
01950

January 29, 2021

Dear Community Preservation Commission:

We are told there is renewed interest in restoring the community tennis courts at the Nock Middle School. We support this effort entirely as this is an underutilized community asset. These courts were once well maintained and constantly used for tennis or other sporting activities. Restoration of these courts would provide another public tennis venue beyond Atkinson Common, where the courts are often full. In addition, we understand that additional courts would allow Newburyport High School to host home matches, which would certainly benefit our student-athletes.

Furthermore, because of its prominent location, it seems it would benefit the community in more ways than just for those looking to play tennis. Not only do residents who have children at the school pass these courts every day, but out of town visitors who are participating in activities at the school pass by this area as well. In their present condition, these courts send the wrong message about Newburyport to our citizens and visitors to town alike.

It would be wonderful to breathe some new life into that lovely little space. We hope you will consider it.

Sincerely,  
Brin and Stephen DeLisle

From: **Sarah Holden** <[sholden@fishboneprojectmanagement.com](mailto:sholden@fishboneprojectmanagement.com)>

Date: Thu, Jan 28, 2021 at 6:39 PM

Subject: Support for Tennis Court at Middle School

To: Tara Sullivan <[trockssully@gmail.com](mailto:trockssully@gmail.com)>

To whom it may concern:

I am writing in support of updating the tennis courts at the Rupert Nock Middle School to two regulation courts with a backboard.

Although there are other courts in the City, the neighborhood around the Nock does not have easy access to acceptable courts. The existing court area has been in disrepair for many years—I have lived in the neighborhood for 23 years and it was never maintained for quality tennis play. The area around the Nock has become a vibrant area both after school and during the summer, with the skate park and the baseball and soccer/lacrosse fields and unfortunately the corner where the old court sits remains unused.

There are many tennis enthusiasts in close proximity to this area that would guarantee a return on the investment of installing and maintaining these courts. In addition, PE classes could use it for instruction to enhance the current high school tennis program.

Please support this much needed upgrade for the City!

Sarah Holden

34 Toppans Lane

978-335-0745

Sent from my iPhone

On 1/28/21, 11:33 AM, "Sara Thurston" <sk\_thurston@yahoo.com> wrote:

Hi Rosie!

Here is a copy of the letter that I just sent regarding the tennis courts at the Nock :- ) hope we can make it happen, that would be awesome!!

Sara

Dear Community Preservation Committee,

I am writing to inform you of my support to rebuild the tennis courts at the Nock Middle School in Newburyport. As a long time resident, both of my children have attended the Nock, and we have seen these courts unused and becoming an eyesore in our city.

In addition to the community at large being able to enjoy these tennis courts, Newburyport High School is lacking court space for matches and practices. The courts can be also used for gym class at the middle school (the USTA mentioned they could help provide equipment and training for physical ed. teachers).

And finally, Newburyport Youth Services could use them for camps and clinic.

I hope you will consider all the above for rebuilding the tennis courts and continuing to improve our beautiful city.

Sincerely,  
Sara Thurston

**From:** Rachel Forrest-Hay <rachelforresthay@yahoo.co.uk>  
**Date:** Thursday, January 28, 2021 at 10:41 AM  
**To:** "chuckturgeon3@comcast.net" <chuckturgeon3@comcast.net>  
**Subject:** Tennis Courts on Johnson St

Hello,

I wanted to write a quick note expressing my support for the proposal to refurbish the dilapidated tennis courts on Johnson St.

I am a Johnson St resident and know that the current site is an eyesore and hazard, with broken fencing and an uneven surface that makes it difficult to play tennis there safely. It would be great to have the courts repaired and refurbished, to allow students from the Nock / Molin and High schools to play tennis on site, and indeed all community members too!

If you want me to write another message to anyone else i am happy to do so.

Regards  
Rachel Forrest-Hay

**From:** Lindsey O'Keefe <lindsok@gmail.com>  
**Date:** Thursday, January 28, 2021 at 10:25 AM  
**To:** <chuckturgeon3@comcast.net>  
**Subject:** Middle school tennis courts

Dear CPC,

I was recently made aware of the potential restoration of the Nock Middle School tennis court.

As residents of Johnson street we really hope that this restoration goes through. The conditions of the courts now are terrible and extremely unsafe. In restoring these courts you would give the children a safe place to play.

Thank you for your consideration!

Sincerely,  
Lindsey and James Sarno at 22 Johnson street

Sent from my iPhone

**From:** Chuck Turgeon <chuckturgeon@yahoo.com>  
**Date:** Wednesday, January 27, 2021 at 8:02 AM  
**To:** Rosemary Turgeon <chuckturgeon3@comcast.net>  
**Subject:** Tennis Court Project Endorsement

Community Preservation Committee  
c/o Office of Planning and Development  
City Hall  
60 Pleasant St.  
Newburyport MA 01950

Dear CPC,

As a long time Newburyport resident, who's helped raise three children in the community, I'm writing to add support to the tennis court renovation project at the Nock/Molin school.

I'd like to strongly support the advancement of this project along several points of backing:

- 1) The high school tennis team needs 5 tennis courts for hosting proper matches and also needs more practice space.
- 2) The courts can be used for gym class at the middle school (Outside!)
- 3) NBPT Youth Services could use them for camps and clinics
- 4) The community at large can use them. With the pandemic over the last year, many have found outdoor activities like tennis (myself included!) as new and safe ways to be outside, exercising and in a safe socially distant activity. More tennis courts allows for more safe and healthy means for us all.
- 5) It seems that the current site/footprint is an eyesore and a safety hazard.

Thank you so much for your consideration of this important project.

Sincerely,  
Charles Turgeon  
20 Daniel Lucy Way  
Newburyport MA 01950  
617-852-3461



Susan Turner  
10 William Hall Dr  
Newburyport, Ma 01950

Community Preservation Committee  
% Office of Planning and Development  
City Hall, 60 Pleasant St  
Newburyport, Ma 01950

January 26, 2021

To Whom It May Concern,

I am writing on behalf of an initiative that was just brought to my attention to upgrade 2 of the Newburyport tennis courts, at the Nock Middle School on Low Street. As a parent to two girls that are currently just learning to play, I have realized over the past several months that there are very limited outdoor playing areas in a town that seems to have a lot of talented players, of all ages. The tennis courts that we do have in town (Cashman, Perkins, and Atkinson) are really run down. I would love to see the schools eventually be able to compete in tennis in their home town one day, which I believe would require 5 usable courts. Upgrading the two at the Nock Middle School would be a great start. It would also be able to be used to get more kids interested in the sport during gym class, and summer camps.

I hope that you will seriously consider the efforts that are being brought to you to fix up these two courts as soon as possible.

Thank you,  
Susan Turner

**From:** Kristin Keller <kristinkeller@gmail.com>  
**Date:** Tuesday, January 26, 2021 at 9:32 AM  
**To:** rosemaryturgeon <chuckturgeon3@comcast.net>  
**Subject:** My letter to Andy about tennis courts

Hi Rosie, I wanted to copy you on the letter I sent to Andy at Town Hall. Please let me know anything more I can do!

Hi Andy,

My family enjoys playing tennis at Atkinson Common and in the winter we play at the Newburyport Tennis Club. It has come to my attention that there is a possibility to plan and design updated tennis courts at the Nock Middle School. This would serve 4 much needed goals:

1. NBPT high school needs 5 tennis courts for hosting proper matches and for more practice space.
2. The courts can also be used for gym class at the middle school (the USTA mentioned they could help provide equipment and training for physical ed. teachers)
3. NBPT Youth Services could use them for camps and clinics.
4. And the community at large can use as the tennis courts in town are increasingly harder to get on for court time.

I believe these goals support the plan and I would be happy to support this in ongoing town meetings. Thank you in advance for your consideration.

**From:** Arik Keller <arikkeller@gmail.com>  
**Date:** Tuesday, January 26, 2021 at 8:27 AM  
**To:** Rosemary Turgeon <chuckturgeon3@comcast.net>  
**Subject:** letter of support for tennis courts

Community Preservation Committee  
c/o Office of Planning and Development  
City Hall  
60 Pleasant St.  
Newburyport MA 01950

I'm writing in support of investing in our tennis courts and tennis programs in Newburyport. Investing in this has multiple positive outcomes, Newburyport High School can properly host matches, courts could be used for gym classes and teaching kids the sport of tennis, or even pickleball. NBPT Youth Services could use them for camps and clinics. This is an investment in our kids, but also people of all ages who are often waiting around town to get onto a dilapidated court.

Arik Keller  
50 Jefferson St, Newburyport, MA 01950

**From:** Tara Sullivan <trocksully@gmail.com>  
**Date:** Monday, January 25, 2021 at 10:43 AM  
**To:** Rosemary Turgeon <chuckturgeon3@comcast.net>  
**Subject:** Letter of support for tennis court

To the Community Preservation Commission:

My name is Tara Sullivan and I reside at 41 Summit Place in Newburyport. My home abuts the Nock Middle School property including the sports fields and the old tennis courts. I am an avid tennis player (I am a member of the Newburyport Tennis Club) and it is with great excitement that I write this letter in full support of renewing the tennis courts at the Nock Middle school!

This space needs updating and I hope that the Community Preservation Commission will consider supporting this project.

Sincerely,

Tara Sullivan  
(978)618-2172

From: **Kerry Jones** <[kerry.jones.ma@outlook.com](mailto:kerry.jones.ma@outlook.com)>  
Date: Wed, Jan 13, 2021 at 9:30 PM  
Subject: Tennis courts  
To: [trockssully@gmail.com](mailto:trockssully@gmail.com) <[trockssully@gmail.com](mailto:trockssully@gmail.com)>

January 13, 2020

To whom it may concern at  
the Community Preservation Committee,

My name is Kerry Jones. I live at 39 Summit Place in Newburyport, MA. I am in full support to put in two regulation sized tennis courts and a blackboard near the Nock Middle School property.

I walk my dog by this location almost every day and the space desperately needs help. I hope the Community Preservation Committee will consider the neighborhood's support. Our community needs it!

Best,

Kerry Jones  
303.549.8295

**From:** Anders Jahn <ajahn@klonelab.com>  
**Date:** Saturday, January 9, 2021 at 1:49 PM  
**To:** <chuckturgeon3@comcast.net>  
**Cc:** Greg Lynch <greglynch@hotmail.com>  
**Subject:** Nock tennis courts

Rosemary – please see the Serve & Volley regarding the Nock Tennis Courts initiative. I will put hard copy in the US Mail to the CPC today.

I am fired up.

Anders  
45 Hill Street

Hello Rosie and Happy New Year,

My wife, Christine and I are writing to you this month to request help in the much needed repair or replacement of the tennis courts at the Nock. We supplied our own tennis net several years ago and that alone has provided many hours of play for the children in the region. As you know, there are only a handful of courts in our town, and not everyone can afford to join a tennis club. Growing up in my hometown of Melrose, we had the opportunity to play tennis outside all of high schools and middle schools, and this allowed me to learn and develop a game that we still enjoy today. Please let us know if there is anything we can do to help push this project forward in the months ahead. I appreciate any feedback and thanks again for trying to improve our community.

Sincerely,

Richard and Christine Riccardi MD  
30 Summit Place  
Newburyport, MA

Community Preservation Committee  
c/o Office of Planning and Development  
City Hall  
60 Pleasant St.  
Newburyport MA 01950

To whom it may concern,

I am writing to express my support around the proposed tennis court renovation project at the Middle School. As a lifelong tennis player, having outdoor options for tennis play have been invaluable throughout my life. When I moved to Newburyport in 2003, I was always surprised that there were not more tennis courts and with the exception of the courts at Atkinson Commons only individual courts spread around town. While it has been nice to have those options, there have been many times that we have driven court to court to find an open court at times having to then move on to another town to be able to play especially during the high school tennis season and when camps are in session.

Especially over the past year, the number of people at all age levels who I have seen playing or have expressed interest in playing, has made it more clear that Newburyport needs more courts available to accommodate the growing numbers. This need should be celebrated and focusing on restoring the Middle School courts should be a priority item. I know many people have written in support of this project and I can only reiterate the many key points that I am sure are on the table. The fact that the run down courts have been left in disarray for so long is disappointing. It does not project the pride that Newburyport typically has on maintaining quality outdoor areas. The fact that the courts could be multi-use for the school, NYS and the community at large would be another invaluable asset for our city. I applaud the committee who has put in countless hours advocating for this restoration of this space. Their efforts alone have already done much of the research and legwork of looking into cost options and layout proposals paving the way to make this a worthwhile and viable additional to our town.

Thank you in advance for considering the efforts of all those in support of this project. I am hopeful that your department will agree to prioritize this proposal and provide the funding requested.

Sincerely,  
Megan Arel  
73 Curzon Mill Road  
Newburyport, MA 01950



# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

March 28, 2022

**THAT**, at the recommendation of the American Rescue Plan Act (ARPA) Ad Hoc Committee, \$100,000 is hereby appropriated from the City's allocation of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to pay costs of replacing and stabilizing the walkway, which runs along the Joppa Park sea wall, including the installation of accessible paver aprons that are needed to bring the park into compliance with the Americans with Disabilities Act (ADA) standards. It is the intent that any funds remaining upon completion of this project shall be reappropriated to another project as recommended by the ARPA Ad Hoc Committee.

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Councillor Bruce L. Vogel

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Councillor Christine E. Wallace

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Councillor Sharif I. Zeid

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

March 28, 2022

**THAT**, at the recommendation of the American Rescue Plan Act (ARPA) Ad Hoc Committee, \$2,400,000 is hereby appropriated from the City's allocation of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to pay costs of maintaining and/or repairing public streets, ways, walkways, and sidewalks in accordance with years one and two of the City's five-year street and sidewalk improvement plan. Fifty percent (50%) of said appropriation shall take effect forthwith with the remaining fifty percent (50%) of said appropriation to take effect upon receipt of the second tranche of the City's SLFRF allocation. It is the intent that any funds remaining upon completion of this project shall be reappropriated to another project as recommended by the ARPA Ad Hoc Committee.

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Councillor Bruce L. Vogel

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Councillor Christine E. Wallace

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Councillor Sharif I. Zeid

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

March 28, 2022

**THAT**, at the recommendation of the American Rescue Plan Act (ARPA) Ad Hoc Committee, \$250,000 is hereby appropriated from the City's allocation of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to pay costs of constructing and installing water line connection points with respect to the Amesbury Emergency Interconnection project. It is the intent that any funds remaining upon completion of this project shall be reappropriated to another project as recommended by the ARPA Ad Hoc Committee.

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Councillor Bruce L. Vogel

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Councillor Christine E. Wallace

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Councillor Sharif I. Zeid

## **American Rescue Plan Act: State and Local Fiscal Recovery Funds**

### ***City of Newburyport Allocation Recommendations***

March 22, 2022

#### **ARPA Background**

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) are a part of the American Rescue Plan Act (ARPA) and it delivered over \$350 billion to state, local, and Tribal governments across the country. The funds are meant to support the local response to and recovery from the COVID-19 public health emergency, and the Treasury department has allowed for significant flexibility in the use of these funds. The January 6 2022 Final Rule on the SLFRF stated that any municipality's first \$10M can be used for "Replacing Lost Public Sector Revenue," a broad category that permits most uses. Newburyport's entire allocation is under this amount, and can all be spend on this category.

Newburyport will receive \$5,466,707 total in SLFRF allocations, with the first half already received and the remaining \$2,733,353 coming in August 2022. These funds need to be obligated by December 31, 2024, and expended by December 31, 2026. An ARPA Ad Hoc Committee was convened in summer 2021 and approved an expenditure of \$1,000,000 to support the Phillips Drive Drainage Project. Mayor Reardon reconvened the Committee in February 2022 to discuss how to spend the remaining funds. The Committee is comprised of Councillors Bruce Vogel, Christine Wallace, and Sharif Zeid.

The Committee decided in their second meeting that based on the needs of the City, they should prioritize infrastructure projects for these funds. The Department of Public Services and the Mayor's Office provided the Committee a list of priority projects taken from the Capital Improvement Plan and others flagged by the Mayor's Capital Facilities Planning process. The Committee is recommending three projects for funding at this time. Should any of these projects come in under the allocated amount, the funds will be reallocated toward another infrastructure project recommended by the ARPA committee.

#### **Recommended Projects**

##### **Streets and Sidewalks Improvements (\$1,200,000 now, \$2,400,000 total)**

The City will appropriate \$2,400,000 to pay costs of maintaining and/or repairing public streets, ways, walkways, and sidewalks in accordance with years one and two of the City's five-year street and sidewalk improvement plan. Fifty percent of the appropriation will take place upon the City Council's vote, and the remaining fifty percent will take effect upon receipt of the second tranche of the City's SLFRF allocation in August 2022.

This plan was introduced to the City Council in their 3/14 Council Packet and is under consideration by the Neighborhoods and City Services Committee. The City is sharing information about the plan on its website and through social media, and has a petition program in place for residents to request reconsideration of the order of street and sidewalk repair.

##### **Amesbury Emergency Interconnection Project (\$250,000)**

The Department of Public Services has recommended approval, which was echoed by the ARPA Committee, of appropriating \$250,000 to pay costs of constructing and installing water line connection points in Newburyport and Amesbury. This will create hookups for an emergency interconnection line that will be utilized should Newburyport's water not be drinkable in the event of an algae bloom or another toxic event. Should an emergency occur, DPS will purchase the piping necessary to connect to

these connection points and install it so the City can utilize Amesbury's water until the emergency conditions have subsided. The City is completing an Intermunicipal Agreement with Amesbury so that the terms of such an arrangement are negotiated well in advance of needing to use it. Attached is a memo from Environmental Partners with more information about the project and why it has been recommended.

#### **Joppa Park Sea Wall (\$100,000)**

The Committee is recommending \$100,000 be appropriated to pay costs of replacing and stabilizing the walkway, which runs along the Joppa Park sea wall, including the installation of accessible paver aprons that are needed to bring the park into compliance with the Americans with Disabilities Act (ADA) standards. The sea wall will be stabilized using a specialized hardscape detail that is designed to prevent future degradation due to tidal action and increasingly intensified storms and tidal action of the Merrimack River. This will be supplemented by \$60,000 from the Morrill Foundation, and the ARPA funding will expedite the timeline for the project's completion. The project will go to bid after the ARPA funds are transferred and project construction can begin this season, shortly after the contractor is selected. We anticipate the project can be completed in this calendar year, as long as there are not too many delays due to supply chain issues.

#### **Remaining Funding and Next Steps**

Should these projects be funded, the City will have \$1,716,707 left to disburse after receiving its second tranche of funding. We have attached a list of potential infrastructure projects that are under consideration, as well as the full listing of costs. As stated earlier, the ARPA Committee has reached consensus that the remaining funds would best be used on infrastructure projects. These may include design costs for larger projects so that they could be made shovel ready in case of additional funding becoming available. The Committee has also discussed the possibilities of funding traffic safety projects, and the Central Waterfront Bulkhead should more funding be needed. The Committee will plan to meet after this allocation is complete to discuss the strategy on the remaining funds.

# MEMORANDUM

**Date:** March 14, 2022

**To** Anthony Furnari, Director, Department of Public Services

**From** Eric Kelley, PE

**CC** Tom Cusick, DPS Water Treatment Superintendent  
Jon Carey, DPS Water Distribution Superintendent  
Jon-Eric White, PE, City Engineer  
Ryan Allgrove, PE

**Subject** Newburyport – Amesbury Interconnection Memorandum of Support

Environmental Partners (EP) was contacted by the City of Newburyport (City) on August 15, 2020, in an emergency on-call capacity. An algae bloom within the Upper Artichoke Reservoir had developed, and in the event of bloom spread, the City's drinking water supply may have become inadequate. EP was tasked with evaluating an emergency interconnection with the City of Amesbury, MA, via the John Greenleaf Whittier Bridge (Interstate 95). EP prepared a technical memorandum dated August 21, 2020, summarizing the basis of design findings and recommendations for the interconnection.

As shown in Figure 1, the proposed interconnection includes 2,900 linear feet of above ground high-density polyethylene pipe (HDPE) SDR 11 pipe connected to the Amesbury 12-inch ductile iron main near the intersection of Main Street and Evans Place. The proposed alignment continues south on Evans Place, crossing under Interstate 95. The alignment then utilizes the John Greenleaf Whittier Bridge to cross the Merrimac River and connect to the Newburyport 16-inch ductile iron main located approximately 500 feet beyond the bridge abutment.

Permanent connection points to the Amesbury and Newburyport

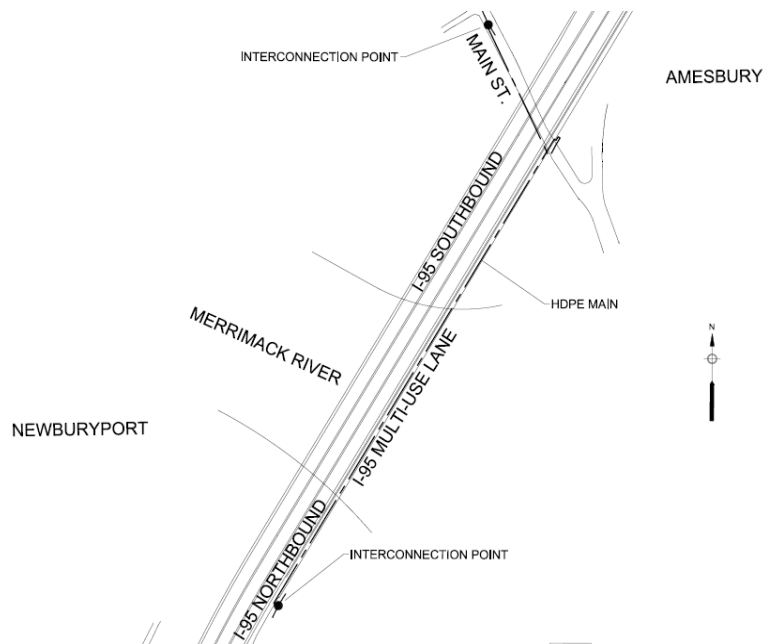


Figure 1: Proposed Newburyport to Amesbury Interconnection

distribution systems will be established under a Phase I plan. The above ground HDPE pipe installation would be completed under a Phase II plan in a future emergency scenario.

The design intent of Phase I is to install the infrastructure required for an above ground 12-inch interconnection without the need for excavation in an emergency. The proposed subsurface infrastructure includes restrained 12-inch DI pipe and fittings, isolation valves, and a manhole structure at each water system's connection points, as shown in Figure 2.

Phase II is the above ground element of the interconnection. It includes 2,900 linear feet of HDPE SDR 11 pipe and appurtenances, including a pressure reducing and flow control valve that will control the pressure and flow of water from the Amesbury water system to Newburyport.

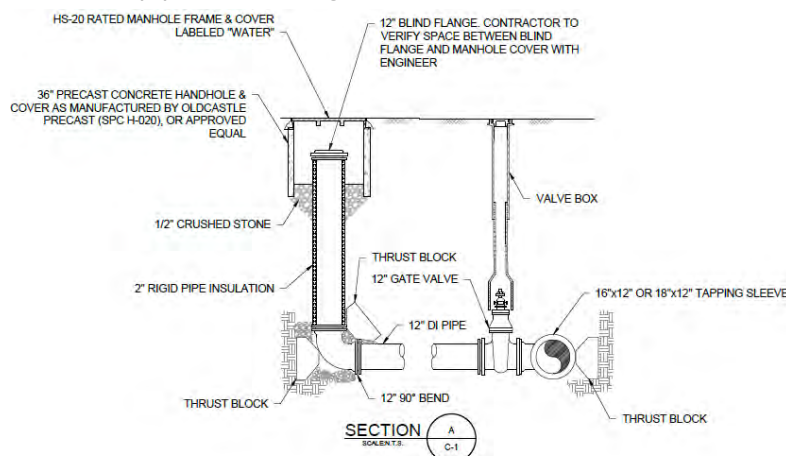


Figure 2: Proposed Subsurface Interconnection Point

Since the emergency has dissipated and time is no longer a driving factor, the City now has an expanded list of available options that were previously unattainable in emergency planning. In order to provide a high level of emergency preparedness, with minimal long-term storage impacts and at a low cost, EP recommends installing the Phase I interconnections and furnishing only essential, long lead-time equipment required for Phase II that will save the City valuable time in an emergency scenario. This option relieves the City of the burden of furnishing and storing 2,900 linear feet of HDPE pipe for a future emergency and provides the City with a high level of emergency preparedness while it investigates other potential permanent interconnection options.

EP completed an Opinion of Probable Construction Cost (OPCC) to provide the City with a funding allocation for the Phase I work and to furnish long-lead equipment for Phase II. The OPCC includes a mobilization cost and a contingency of 30% due to pandemic-related supply chain constraints. The long-lead Phase II equipment includes a pressure relief/flow control valve, a battery-powered magnetic flow meter, a check valve, and a hydrant relief valve. The OPCC does not include any additional engineering costs.

Table 1: Phase I Interconnection OPCC

Phase I	OPCC
Newburyport Interconnection	\$75,150
Amesbury Interconnection	\$69,675
Phase II long-lead equipment	\$28,425
Contingency (30%)	\$51,975
<b>TOTAL</b>	<b>\$225,225</b>

ARPA candidates

Department	Contact Person	Asset Name	What type of asset is this?	Department or division maintains the asset?	If there is anything else to consider regarding this asset, please describe:	Priority Year (1-5)	Estimated Cost
DPS SEWER	Jamie Tuccolo	WATER ST	Building	SEWER	Currently being designed, this station might (should) be relocated to State property due to current proximity to Merrimac (8') and lack of access. Jamie is putting together a package of info.	1	\$1,000,000
DPS WATER	Jamie/Tom	WTP/SPRING LN	Building	WATER	SCADA, controls, water treatment etc. Upgrades phase 1	1	\$170,000
DPS WATER	Jamie/Tom	PLUM ISLAND STATION UPGRADE	Building	WATER	Chlorine booster	1	\$100,000
DPS SEWER	Jamie /Chris	WWTF/WATER ST	Building	SEWER	WWTF and sewer system resiliency plan	1	\$2,200,000
DPS SEWER	Jamie/Chris	WWTF/WATER ST	Building	SEWER	Aeration system upgrade	1	\$125,000
DPS SEWER	Jamie/Chris	WWTF/WATER ST	Building	SEWER	Effluent channel coatings repair	1	\$120,000
DPS SEWER	Jamie/Chris	WWTF/WATER ST	Building	SEWER	New clarifier FY23	1	\$590,000
DPS	Jamie Tuccolo	16 A/B/C PERRY WAY	Building	DPS	Salt shed	1	\$360,000
DPS	Jamie Tuccolo	CITY HALL	Building	DPS	City Hall roof replacement	1	\$424,250
DPS	Jamie Tuccolo	STREETS	Streets	DPS	Requests in CIP	1	\$2,000,000
DPS	Jamie Tuccolo	STREETS	Streets	DPS	Requests in CIP 2022- Phillips Drive, Hale St	1	\$4,275,000
DPS	Jamie Tuccolo	DAM	Bridge	DPS	Lower Artichoke reservoir dam improvement	1	\$500,000
DPS	Jamie Tuccolo	BRIDGES	Bridge	DPS	Plummer Spring Bridge	1	\$700,000
DPS	Jamie Tuccolo	SIDEWALKS	Sidewalks	DPS	Requests in CIP	1	\$500,000
DPS	Jamie Tuccolo	UTILITIES	Utilities	DPS	Water main replacement	1	\$250,000
DPS	Jamie Tuccolo	UTILITIES	Utilities	DPS	Indian Hill Water Line Phase 1	1	\$450,000
DPS	Jamie Tuccolo	UTILITIES	Utilities	DPS	Emergency water connection with Town of Amesbury	1	\$200,000
DPS	Jamie Tuccolo	UTILITIES	Utilities	DPS	Replace aging water, sewer and drainage systems in downtown area	1	\$1,500,000



DPS	Jamie Tuccolo	WATER	Water Supply Protection	DPS	Requests in CIP	1	\$250,000
POLICE	Mark Murray	POLICE STATION	Building	POLICE	Dispatch upgrade	1	\$475,000
PARKS	Lisë Reid	ATKINSON COMMON, LOWER	Park	PARKS	Drainage and parking safety improvements	1	\$800,000
PARKS	Lisë Reid	INN ST MALL/ BYRON'S COURT	Park	PARKS	Elevated walkway repairs	1	\$50,000
PARKS	Lisë Reid	JOPPA PARK	Park	PARKS	Walkway repairs along seawall, damage due to tidal action	1	\$100,000
HBR	Paul Hogg	CHANNEL DREDGE	Other	HBR	Channel dredge		\$150,000
PLANNING	Andy Port	BULKHEAD	Other	PLANNING	Central waterfront, east bulkhead	1	\$3,000,000

\$20,239,250

# CITY OF NEWBURYPORT



**IN CITY COUNCIL**

**ORDERED:**

March 28, 2022

**AN ORDER TO AUTHORIZE THE SETTLEMENT AGREEMENT BY AND BETWEEN  
THE CITY AND THE RELATING TO LAWSUIT OVER THE PAVING OF HIGH STREET**

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

**THAT** the City Council of the City of Newburyport hereby approves and authorizes the Mayor of the City of Newburyport to enter into a Settlement Agreement relating to the civil action entitled "City of Newburyport v. Hi-Way Systems and Travelers Indemnity Company, Essex Superior Court C.A. 2177CV00128".

The total settlement amount is One Hundred and Fifty Thousand (\$150,000) Dollars. Once this authorization is approved, the Defendants' attorney will provide a release to the City of Newburyport..

---

Councillor Heather L. Shand



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

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

March 28, 2022

President Heather Shand  
Newburyport City Council  
60 Pleasant Street  
Newburyport, MA 01950

Dear Council President Shand and Council Members,

I am writing to inform you and the Newburyport City Council that I am recommending a settlement with Hi-Way Systems and Travelers Indemnity Company regarding the High Street Paving Project. After multiple rounds of discussions and negotiations, we arrived at an arrangement that I believe is fair and equitable. The City will receive \$150,000, which we will plan to use for improvements on High Street. I look forward to having this settlement approved by the Council, and please do not hesitate to be in touch with any questions.

Respectfully,

Sean R. Reardon  
Mayor  
City of Newburyport

# **ORDINANCES**

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

October 12, 2021

#### Sec. 12-1. Obstructing streets, sidewalks, parks generally.

- a. *Generally.* No person shall occupy, encumber or obstruct any public way (including but not limited to streets, sidewalks) or park by means of boxes, crates, advertising signs, barrels, or other things, or in any other way hinder or obstruct the convenient use of the streets or sidewalks and other ways by any vehicles or pedestrians.

#### Sec. 12-1.8 Use of the Public Way - Sidewalk

##### (a) *Food service establishments utilizing the sidewalk*

- (1) Section 12-1 shall not apply to any restaurant or food service establishment located on a sidewalk and which is restricted to pedestrian traffic only and which has a sidewalk of no less than five (5) feet in width. Any such restaurant or food service establishment seeking to place tables/chairs on a sidewalk shall apply for a license from the city council.
  - a. *Initial License.* May be issued for a period of one (1) year subject to city council approval by majority vote.
  - b. *Renewal licenses.*
    1. No material changes - may be issued for a period of two (2) years subject to administrative approval by the city clerk.
    2. Material changes - may be issued for a period of one (1) year subject to city council approval by a majority vote.
  - c. Said license shall be valid during any calendar year for which a valid license has been issued. The city clerk shall notify in writing any business with an expiring license of such expiration no later than sixty (60) days prior to the expiration date.
  - d. Any condition of approval and submitted plan shall be in force for the entire duration of any validly issued license. Any validly issued license can be revoked at any time by super majority vote of the city council.
- (2) The area occupied by said tables shall not exceed in width the frontage of said restaurant or food service on the sidewalk. Said tables shall be solely for the exclusive use of customers of said restaurant or food service establishment.
- (3) Evidence of liability insurance with minimum coverage in the amount of one million dollars (\$1,000,000), naming the city of Newburyport as co-insured, and in force for the duration of the approved period of occupancy shall be required with all applications.

- (4) Evidence that such license would not create a condition wherein the sidewalk narrowed below 5' in any position and attestation that continued internal monitoring will be done regarding maintaining the width of the sidewalk.
- (5) A signed Release and Indemnity Agreement as provided by the City Clerk shall be required with all applications.
- (b) Fees are hereby established for this subsection and are inserted accordingly into the Municipal Fee Schedule.

**Sec 12-1.9 – Use of the Public Way – ~~Streets~~All Except Sidewalks (“Parklets”)**

- a) 12-1 shall not apply to any business or other organization (hereinafter the “Applicant”) that occupies ground-level space (hereinafter the “Business Premises”) on a public street.

Such applicant may submit a written application to the city clerk on a timeline set by the city clerk to obtain a license to place and maintain tables, chairs on the public street, including, without limitation, portions of public street.

The area of a public street to be occupied by such tables, chairs, and/or merchandising displays shall not exceed in width the frontage of the Applicant’s Business Premises upon such public street.

Generally, a “parklet” is a sidewalk extension that provides more space and amenities for people using the street. Usually, parklets are installed on parking lanes and uses one or more parking spaces. Parklets typically extend out from the sidewalk at the level of the sidewalk to the width of the adjacent parking space.

**~~a)~~b) License Parameters**

- a. License area. The area of a public street to be occupied by such tables, chairs, and/or merchandising displays shall not exceed in width the frontage of the Applicant’s Business Premises upon such public street.
- b. Licenses may be requested annually for a period not to start before May 1<sup>st</sup> or to end after October 31<sup>st</sup>. Licensees may be required to remove materials in the event of a significant weather event.

**~~b)~~c) Application Process**

- a. For the use of City Land shall be made to the city clerk, on forms prepared in conformance with this section. Such application may be submitted to the Clerk in a form the Clerk so prescribed (email, paper, digital, etc).
- b. The initial deadline for the application shall be set by the City Clerk for each calendar year.
- c. Completed Applications shall be placed on the next available agenda of the City Council for referral to its Committee on License and Permits per Council Rules and procedure.
- d. After hearing by the Committee on Licenses and Permits and recommendation for approval, and upon approval by the City Council for the use of the City Land, the city clerk shall transmit such approval to the Newburyport License Commission (the “License Commission”), which shall hold a public hearing to approve, disapprove, or approve the application with conditions.
- e. The License Commission shall hold a public hearing regarding all applications wherein the City Council has approved the use of the City Land under this subsection 12-1, and may consider multiple applications at one hearing. After such hearing, the board shall render its written decision regarding each such application, which shall be to approve, to disapprove, or to approve with conditions. The License Commission shall conduct any hearing in compliance with any other governing law, regulation or ordinance.

- f. Approval of the application for use shall be at the sole discretion of the City Council, and, without limiting or defining the sole discretion of the City Council in making its decision, the City Council may but is not required to the input of neighbors, other residents and nearby business owners, the degree to which the proposed use accommodates its shared use with members of the public, and any frustration of the City Land's primary use by the public.

#### ~~d~~) Application Requirements

- a. Application shall include the following, at minimum:
- i. Written authorization signed by the Applicant's landlord acknowledging and agreeing to the use of the adjacent portion of any ~~Public~~public streetway;
  - ii. Evidence of liability insurance with minimum coverage in the amount of one million dollars (\$1,000,000), naming the city of Newburyport as co-insured, and in force for the duration of the approved period of occupancy; and
  - iii. A clear, legible diagram of the proposed area of occupancy, no smaller than 8½-inches by 11-inches, detailing the following, which shall be in addition to any other requirements of law, regulation or ordinance, including state alcohol law. Such diagram shall demonstrate compliance with MAAB CMR 521 and all other Americans with Disabilities Act ("ADA") requirements.
  - iv. The perimeter of such area, with relevant linear dimensions;
  - v. If such area includes portions of a public street traveled by vehicles, then the public, vehicular path of travel, no less than eleven (11) feet in width, or wider as may be required by the City Engineer;
  - vi. All relevant obstacles such as streetlights, signs, trees, etc.; and
  - vii. All tables, chairs, seats, total seating count and total occupancy,
  - viii. The area of occupancy must be enclosed by a fence, rope or other means to control access and demarcate the area proposed for the service of food and alcohol or the sale of retail goods;
  - ix. Proof, in the form of registered mail receipts and written attestation, as to compliance, of notice of the application sent via registered mail, return receipt requested within seven (7) days of the filing of the completed application with the city clerk, to each of the persons appearing upon the assessors' most recent valuation list as the owners of the property immediately adjacent to the Applicant's Business Premises, and to the address of any businesses within 100 feet of the Applicant's Business Premises. The notice shall set forth the name of the applicant in full, a description of the space on the Public street and area covered in the application, the use of the same, and the street and number.
  - x. Where the City Land is under the jurisdiction of another city body, commission or entity, approval of such use by the relevant city body, commission or entity.
  - xi. Whether such Applicant has applied or intends to also apply for a Sidewalk permit under 12-1.8.
  - ~~xii.~~ A signed Release and Indemnity Agreement as provided by the City Clerk.

#### ~~e~~) Fees

- a. Fees are hereby established and are inserted accordingly into the Municipal Fee Schedule. Any fees collected under this subsection shall be directed to a Parklet Receipts Reserved for Appropriation Fund.

#### ~~Sec 12-1.9 Outdoor Dining in Public Parks~~

- ~~a) Ongoing outdoor dining (this excludes dining that may occur in the context of an event) in a public park shall not be permitted with the exceptions of 1) Inn St (until such exception is eliminated by amending this ordinance) and 2) Brown Square (through 12/31/2024).~~

- ~~b) The manner of use of a public park for ongoing outdoor dining is to be prescribed by the Parks Commission and such use shall be approved by the Commission and by the City Council in accordance with the process laid out in 12-1.8.~~
- ~~c) The fee for utilization of a public park for ongoing outdoor dining is hereby established and inserted into the Municipal Fee Schedule accordingly. Any fees collected under this subsection shall be directed into the Parks Revolving Fund.~~

**Sec 12-1.10 – General License Terms, Fines, and Enforcement**

- a. Bare license. The City Council, License Commission and any other boards, commissions or city entities with jurisdiction of public street shall have no obligation whatsoever to approve any application submitted under Section 12, each of which shall be processed, reviewed, and a determination thereon made by the relevant city officers, boards, and commissions in their sole discretion.
- b. Any condition of an approved license under Section 12 shall be in force for the entire duration of any validly issued license.
- c. Any license issued under Section 12 may be revoked at any time by supermajority vote of the city council, after a public hearing, for any reason, or no reason.
- d. Prosecution of violations of this section 12-1 shall be non-criminal disposition as provided in M.G.L., c. 40, § 21D, as may be amended from time to time, the provisions of which are incorporated herein by reference. Any condition found to violate this section shall be deemed to constitute a separate offense on each day during which it exists after the giving of notice to the violator.
- ~~e.~~ Fines may also be levied under other applicable laws and ordinances such as Americans with Disabilities Act.

Finally, the following is inserted in to the Municipal Fee Schedule at the end:

**XXX. Cost of utilization of the Public Way**

Use of the Public Way – Sidewalk	\$0
Use of the Public Way – All Except Sidewalks <del>Public Way – Street (“Parklet”)</del>	<p><b>For application:</b>  <del>\$0 through 12/31/2031</del>  then \$100 per application thereafter.  <u>(waived through 12/31/2023)</u></p> <p><b>For use:</b>  <del>\$5/square foot through 12/31/2023</del>  then \$8/square foot  <del>thereafter (\$5/square foot through 12/31/2023)</del></p>
Outdoor Dining in a Park	<del>150% of the Public Way – Street (“Parklet”) rate shown above</del>



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Councillor James J. McCauley

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Councillor Byron J. Lane

**In City Council October 12, 2021:**

Motion to refer to Ad Hoc Committee on Economic Development by Councillor Vogel, seconded by Councillor McCauley. Roll call vote. 9 yes, 2 absent (JD, CW). Motion passes,

**In City Council December 13, 2021:**

Motion to invoke Rule 7H to move to next City Council Session by Councillor Zeid, seconded by Councillor Lane. Roll call vote. 11 yes. Motion passes.

**In City Council March 14, 2022:**

Motion to waive rule 12B by Councillor Zeid, seconded by Councillor Vogel. So voted. Motion to approve on first reading by Councillor Shand, seconded by Councillor Vogel. Roll call vote. 9 yes, 2 absent (BL, AK). Motion passes.

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

February 28, 2022

## AN ORDINANCE TO ADD 15 MINUTE PARKING SPACES IN DOWNTOWN

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

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

### Sec. 13-176.2 – Same – Fifteen minutes.

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

<i>Street</i>	<i>Extent</i>
<u><i>Liberty Street</i></u>	<u><i>Two spaces on the <del>westerly</del> southerly side immediately before State Street.</i></u>
<u><i>State Street</i></u>	<u><i>One space on the easterly side opposite Pleasant Street after the crosswalk and before the nubbin.</i></u>
<u><i>State Street</i></u>	<u><i>One space on the westerly side after Prince Place and the fire hydrant</i></u>
<u><i>Pleasant Street</i></u>	<u><i>One space on the southerly side immediately before Hale's Ct.</i></u>

---

Councillor James McCauley

**In City Council February 28, 2022:**

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

**In City Council March 14, 2022:**

Motion to approve as amended on first reading changing the directional word for Liberty Street from “*westerly*” to “*southerly*” by Councillor McCauley, seconded by Councillor Cameron. Roll call vote. 7 yes, 2 no (CP, SZ), 2 absent (BL, AK). Motion passes.

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

### ORDERED:

February 28, 2022

### AN ORDINANCE TO AMEND THE MUNICIPAL CODE WITH RESPECT THE START TIME OF THE CITY COUNCIL MEETINGS

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

*Amend Section 2-27 – Time and Place of Meetings as follows, with deletions ~~double-stricken through in bold~~, and additions double-underlined and in bold:*

Sec. 2-27. – Time and place of meetings

- (a) All meetings of the city council shall be held at the council chamber in city hall in the city 7:00 ~~7:30~~ p.m., except as hereinafter provided.

---

Councillor Heather Shand

### **In City Council February 28, 2022:**

Motion to refer to Rules by Councillor Vogel, seconded by Councillor Zeid. Roll call vote. 11 yes. Motion passes.

### **In City Council March 14, 2022:**

Motion to approve on first reading by Councillor Vogel, seconded by Councillor Donahue. Roll call vote. 8 yes, 1 no (SZ), 2 absent (BL, AK). Motion passes.

## **COMMITTEE ITEMS**

# **Committee Items**

## **Budget & Finance**

### **March 28, 2022**

TRAN00122_03_14_2022	General Fund Free Cash \$250,000 to Compensated Absences Reserve Fund \$250,000
ORDR00327_03_14_2022	Parklet Maintenance Fund
ORDR00328_03_14_2022	Parklet Maintenance Stabilization Fund Usage



# CITY OF NEWBURYPORT FY 2022

RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

## TRANSFER/APPROPRIATION REQUEST

PM 3:45

**Department:** Finance Department

**Submitted by:** Ethan R. Manning, Finance Director

**Date Submitted:** 3/14/2022

**Transfer From:**

Account Name:	General Fund - Free Cash	Balance:	\$ 2,143,174.00
Account Number:	01-35910	Category:	\$ -
Amount:	\$250,000.00	Trans I/O:	\$ (540,894.00)

**Why Funds Are Available:**

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

**Transfer To:**

Account Name:	Compensated Absences Reserve Fund	Balance:	\$ 7,432.17
Account Number:	8270-49700	Category:	\$ -
Amount:	\$250,000.00	Trans I/O:	\$ -

**Why Funds Are Needed:**

To replenish the fund used for the payment of accrued liabilities for compensated absences, such as sick leave and vacation time, that are contractually obligated to be paid upon separation for certain eligible employees. An appropriation of \$250,000 was made in November 2021, however was quickly exhausted due to retiring employees. Retirements of public safety officers, in particular, have been higher than normal this fiscal year with leave buybacks totaling \$341,758 for four members of the Fire Department and one member of the Police Department. For perspective, total buybacks in FY21 and FY20 totaled \$74,417 and \$115,430 respectively.

Sean R. Reardon, Mayor:



Date: 3/7/2022.

Ethan R. Manning, Auditor:



Date: 3/7/22

City Council Action:

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

March 14, 2022

**THAT** the City Council of the City of Newburyport hereby establishes, by a two-thirds vote, a Parklet Maintenance Stabilization Fund in accordance with Massachusetts General Laws Chapter 40, Section 5B. Said fund shall be utilized for ongoing maintenance and operations of city parklets, as well as, future replacement of said parklets. Appropriations into the Fund are done by a majority vote of the City Council, while appropriations out of the Fund require a two-thirds vote of the City Council.

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Councillor Sharif I. Zeid

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Councillor James J. McCauley

**In City Council March 14, 2022:**

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



# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

March 14, 2022

**THAT** the City Council of the City of Newburyport, by a two-thirds vote, hereby dedicates all or a percentage, which may not be less than 25 percent, of the Parklet Permit Fee to the Parklet Maintenance Stabilization Fund established under Massachusetts General Laws Chapter 40, Section 5B, effective for fiscal year 2023 beginning on July 1, 2022 or take any other action relative thereto.

**FURTHER THAT** 100% of the Use of the Public Way – All Except Sidewalks Fee is dedicated to the Parklet Maintenance Stabilization Fund established under Massachusetts General Laws Chapter 40, Section 5B, effective for the fiscal year 2023 beginning on July 1, 2022.

---

Councillor Sharif I. Zeid

---

Councillor James J. McCauley

**In City Council March 14, 2022:**

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

**Committee Items  
License & Permits  
March 28, 2022**

- **ORDR00329\_03\_14\_2022** List of Applicants for Parklet Use

# CITY OF NEWBURYPORT



IN CITY COUNCIL

**ORDERED:**

**AN ORDER APPROVING THE APPLICATIONS FOR THE USE OF PUBLIC PROPERTY PURSUANT TO AN ORDINANCE AND THE ESTABLISHED PROCEDURE FOR BUSINESSES AND OTHER ORGANIZATIONS TO APPLY FOR LICENSES TO OCCUPY OUTDOOR CITY PROPERTY, INCLUDING PORTIONS OF PUBLIC WAYS**

That the City Council of the City of Newburyport here been approves the attached list of applicants for a parklet upon a public way together with any application and diagram related thereto. Said list is attached hereto, and incorporated herewith.

---

Councillor Heather L. Shand



**Committee Items**  
**Neighborhood & City Services**  
**March 28, 2022**

- ODNC00106\_02\_14\_2022 \*TABLED\* CH2 COA Ordinance Amendment



**Sec. 2-82. Terms of appointees.**

~~Initially, members shall be appointed to terms in the following manner:~~

~~Two (2) members shall be appointed for a one-year term.~~

~~Two (2) members shall be appointed for two-year terms.~~

~~Two (2) members shall be appointed for three-year terms.~~

~~Two (2) members shall be appointed for four-year terms.~~

~~Three (3) members shall be appointed for five-year terms.~~

~~As the term of each member expires, Members shall be appointed their successor shall be appointed for a term of ~~five~~ three (3) years. Terms shall expire on the last day of May. No member may serve for more than three (3) consecutive terms. A member may be reappointed for successive terms.~~

**Sec. 2-85. Coordinating, carrying out programs.**

It shall be the duty of the council on aging to coordinate or carry out programs designed to meet problems of the aging in coordination with programs of the council on aging established under M.G.L. c. ~~406~~, § 8B73.

---

Councillor Afroz K. Khan

**In City Council February 14, 2022:**

Motion to refer to Neighborhood and City Services by Councillor Zeid, seconded by Councillor Lane.  
So voted

**In City Council March 14, 2022:**

Motion to Table by Councillor Wallace, seconded by Councillor Zeid. So voted.

**Committee Items**  
**Planning & Development**  
**March 28, 2022**

- APPT00306\_03\_14\_2022 Richard Yeager 19 Water St. #2 Planning Board 3/31/2027



RECEIVED  
CITY CLERK'S OFFICE  
NEWBURYPORT, MA

2022 MAR -8 PM 3:08



CITY OF NEWBURYPORT  
OFFICE OF THE MAYOR  
SEAN REARDON, MAYOR  
60 PLEASANT STREET – P.O. BOX 550  
NEWBURYPORT, MA 01950  
978-465-4413 PHONE  
978-465-4402 FAX  
[WWW.CITYOFNEWBURYPORT.COM](http://WWW.CITYOFNEWBURYPORT.COM)

To: President and Members of the City Council  
From: Sean R. Reardon, Mayor  
Date: March 8, 2022  
Subject: Appointment

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I hereby appoint, subject to your approval, the following named individual as a member of the Planning Board. This term will expire on March 31, 2027.

Richard Yeager  
19 Water Street, Apt. 2  
Newburyport, MA 01950

---

February 1, 2022

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

Mayor Reardon:

I'm writing to express my interest in being considered for the open position on the Newburyport Planning Board. I'm a resident of Newburyport, having moved to the city in August of 2020.

I believe I have the right credentials and qualifications that meet the expectations needed of serving on the Board. Although I'm a licensed architect, I've been on the "Owner's side" since 2005, working in Facility Management, first at Boston College, and now at the University of Massachusetts Amherst. My current responsibilities include that of being the chief planner for the University and leading the department responsible for the land use, real estate acquisitions, zoning, code assessment and all project planning. This also includes our current Public Private Partnership for an 800 bed undergraduate housing project with an outside developer. I'm trained as a project manager and have had experience in a number of different sectors and project types when I worked in the private sector. I also have served for twelve years, until I stepped down in 2019 as Vice-Chair of the Boston Landmarks Commission.

Thank you for your consideration. I've included my CV and Biography for your review. Please let me know if you require any additional material. I look forward to hearing from you and welcome the opportunity to be interviewed for the opening. It would be an honor to serve of the Planning Board.

Sincerely,



Richard Yeager

*Director for Campus Planning and University Architect, University of Massachusetts Amherst*

cc. Bonnie Sontag, Chair – Newburyport Planning Board  
Rick Taintor, Vice-Chair – Newburyport Planning Board

Richard A. Yeager    19 Water Street Apt. 2, Newburyport, MA 01950    770.331.3862    ryeager@umass.edu

## **Richard A. Yeager, AIA – Professional Background**

Richard Yeager has over 30 years of professional experience working as an architect and administrator for university campuses. He has contributed to and managed an extensive number of academic projects, providing a wide array of support; including design, renovation and restoration, master planning, scheduling, and budget development as well as project and construction management. He has a strong background in preservation and extensive experience in the renovation of numerous historic buildings throughout his career.

He is the University of Massachusetts, Amherst's Director for Campus Planning and University Architect in their Facilities & Campus Services Division, and oversees a campus of over 1,450 acres, and 13.4 million gross square feet of space. Yeager leads a Department of architects, designers, programmers, planners and landscape architects. He is responsible for all Master Planning, Studies, Assessments, Space Management, GIS, Real Estate and Project Initiation (both in Planning and Project Implementation).

Previously, he was the Assistant Director of Planning and Design at Boston College and led a design staff that oversaw Boston College's physical campus of over 150 buildings. He was responsible for the design and management of the Annual Capital projects on campus as well as played a critical role in BC's major projects, including architect selection and design oversight. He also had an integral role with the development of Boston College's Comprehensive Master Plan and the development of their Brighton Campus.

In 2007, Yeager was appointed a Commissioner with the Boston Landmarks Commission for the City of Boston; the official agency responsible for the stewardship of Boston's historic buildings, places and neighborhoods. In 2017, he was elected Vice-Chair of the Commission. He also served on its Design Committee as well as its Executive Committee, and numerous other sub-committees. With his departure from Boston, he stepped down from the Commission in 2019.

In 2017, he served on the Boston Society of Architects Harleston Parker Medal Annual Awards Jury, a ten member panel reviewing and determining Boston's Most Beautiful Building.

He has been a member of the Society for College and University Planning (SCUP) for over twenty years as well as a member of the Association of University Architects (AUA), and has presented at numerous conferences. He has served as Chair of the Heritage Preservation Committee for the AUA; focused on historic academic buildings, and he co-hosted their National Conference in 2013.

Yeager majored in architecture and received his Bachelor's Degree at the University of Virginia and received his Masters of Architecture degree at Yale University. He is also an adjunct faculty member of the Boston Architectural College, where he has been teaching an advanced design studio class for the past ten years.

He also is a father of two adult children who are living in Boston – both are graduates of Boston College.

# Richard A. Yeager II, AIA

## CURRICULUM VITAE

<i>Registration</i>	Registered Architect in Massachusetts since 1994 (license number 9287) Member of the AIA		
<i>Education</i>	<b>Yale University</b>	Master of Architecture	1988-1991
	<b>University of Virginia</b>	Bachelor of Science in Architecture Minor in Architectural History	1983-1987
<i>Distinction</i>	<b>UMass BRUT: Symposium on Brutalism and the Public University</b> 2019 – 2022		Amherst, MA
	Lead in creating a Think Tank that has led into a yearlong advocacy and awareness campaign recognizing UMass' Concrete Brutalist Buildings.		
	October 22-23, 2021 - Kick-off Event was a two day Symposium between UMass Amherst and UMass Dartmouth's two campuses, with outside consultant speakers and experts in their field related to Concrete Conservation. Goal was to build advocacy for the preservation of these buildings on both campuses.		
	Served on BSA <b>Harleston Parker Medal</b> Annual Awards Jury – June 2017 thru February 2018 <i>Elected 10 member panel reviewing and determining Boston's Most Beautiful Building</i>		
	<b>Association of University Architects</b> 2007 – Present		
	Served as the Co-Host along with MIT in 2013 for the national annual conference of the AUA. Responsibilities included all logistical planning, on-site needs, coordinating work responsibilities among core committee members, production of maps, program book and numerous hand-outs.		
	Served on Programming Committee for 2010 national annual conference of the AUA, held at Johns Hopkins University. Served on Programming Committee for 2018 national annual conference held in Philadelphia at the University of Pennsylvania. Chaired the Heritage Preservation Committee of the AUA from 2014 - 2018. A 26 member committee focusing on preservation of academic buildings and have presented at the national conferences.		
	Currently serve as the AIA – CEU Reporter; I manage the Continuing Education Credits and other professional requirements to support members' ongoing education, certificates and licensure requirements.		
<i>Recognition</i>	<b>Boston Landmarks Commission</b>		Boston, MA
	2007 – 2019		
	Elected to the Boston Landmarks Commission (BLC) for the City of Boston in 2007 as an alternate, elevated to full status in 2015, and elected to Vice-Chair in September 2017 - 9 member panel <i>The BLC serves as the stewards of Boston's historic buildings, places and neighborhoods.</i>		
	Elected in 2011 to serve on the Design Review committee for the Boston Landmarks Commission – 3 member panel to review design proposals for protected buildings		
	Served on Sub-Committees for Christian Science Monitor Landmark Designation, CITGO Sign Preservation, and Wolbach Building Study with Children's Hospital. Elected in 2015 to the Executive Work Plan Committee. Nominated and successfully landmarked Winthrop-Carter Building in 2016.		
	Served as a Commissioner on the Bay Village Architectural Commission and the Bay State Road / Back Bay West Architectural Conservation District Commission		

Richard A. Yeager II, AIA

CURRICULUM VITAE

*Experience  
Continued*

- Architect Selection for Annual and Majors projects
- Waterworks – High Service Building Study
- Development of BC's Capital History of its Chestnut Hill Campus (*mapped its history*)

**Ayers/Saint/Gross Architects + Planners**

Baltimore, MD

2004 – 2005

Split my time as the Business Development officer for the firm, as well as a Project Manager for a number of projects in the Student Life Architectural Studio. Coordinated the firm's objectives for a number of conferences, including SCUP and ALA. Project Management Experience includes:

- Mount Saint Mary's University, Emmitsberg, Maryland  
*The Terrace Residence Halls (\$14 million renovation)*
- Case Western Reserve University, Cleveland, Ohio  
*North Residential Village and Greek Housing Master Plan Study*
- University of Maryland Baltimore County, Baltimore, Maryland  
*University Center Student Services Feasibility Study*

**Shepley Bulfinch Richardson and Abbott**

Boston, MA

1996 – 2004

Directly involved in the Education Practice Group as a Project Manager and Business Development Officer. Responsibilities include client contact and research, proposal presentations, construction administration and project architecture with a focus on the planning and programming of Student Life buildings in Higher Education institutions. Proficient at Microsoft Office, Adobe Photoshop and Illustrator, Pagemaker, and Microstation (CADD). Project Management Experience includes:

- The Lovett School, Atlanta, Georgia  
*Athletic Feasibility Study, Campus Master Plan, New Middle School Study  
New Upper School and Loudermilk Student Activities Center (\$55 million in new construction)*
- Keene State College, Keene, New Hampshire  
*New Campus Dining Commons (\$15 million in new construction)*
- Rollins College, Winter Park, Florida  
*Cornell Campus Center and Rice Family Bookstore and Café  
Campus Master Plan*
- The Westminster Schools, Atlanta, Georgia  
*Campus Master Plan*
- Agnes Scott College, Atlanta, Georgia  
*Master Plan for Building Roofs*
- Christopher Newport University, Newport News, Virginia  
*Library and Student Center Programming*
- Macalester College, St. Paul, Minnesota  
*Student Recreation Center Study in association with Brailsford & Dunlavy*
- Dana Hall School, Wellesley, Massachusetts  
*Bardwell Hall Feasibility Study*
- Colby College, Waterville, Maine  
*Campus Master Plan*

**William Rawn Associates**

Boston, MA

1992 – 1996

Worked primarily on buildings in the Higher Education market as well as Concert and Performance Halls. Responsibilities included proposal writing, project coordination, construction administration, and presentations. Project Experience includes:

**Committee Items**  
**Public Safety**  
**March 28, 2022**

- COMM00397\_03\_14\_2022      Health Director Laura Vlasuk



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

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

March 7, 2022

Dear Councillors,

I am writing to inform you that the Newburyport Board of Health voted on March 2<sup>nd</sup> to appoint Laura Vlasuk as the City's new Health Director. She will begin her work with the City on March 21<sup>st</sup>, and was selected from a field of three qualified finalists. She will be the first woman selected to lead the Health Department.

Vlasuk most recently worked for the Town of Andover. She was contracted to oversee the Healthy Communities Tobacco Control Program, which serves the Towns of Billerica, Dracut, North Reading, Newbury, Salisbury, and the City of Newburyport. She also recently served as consultant to Boards of Health in the Towns of Saugus and North Andover.

Vlasuk began her career as a Health Inspector for the City of Everett. She later served in positions of increasing responsibility in the City of Malden and the Town of Reading.

Vlasuk obtained a Bachelor of Science degree in Business Administration from Suffolk University. She also holds numerous license and certifications, in areas including food preparation inspection, building and housing inspection, workplace safety, and critical incident response.

I believe she will be a great fit for the City and will bring a wide set of skills to the Health Department, as well as knowledge of the City through her work with the Healthy Communities Tobacco Control Program. I look forward to seeing what new initiatives she will develop to address the needs of our residents.

Please be in touch with my office with any questions, and I hope you will join me in welcoming Laura to the City.

Respectfully,

Sean R. Reardon  
Mayor

# LAURA VLASUK, CPO, CS, CP-FS

69 East Street Middleton, Ma 01949 | 617-823-5933 | lvlasuk812@yahoo.com

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## Objective

To effectively enforce the rules and regulations surrounding Public Health in the Commonwealth of Massachusetts and to educate the general public on the principles and practices of Public Health.

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## Experience

### **Saugus Board of Health | 298 Central Street, Saugus MA**

Health Consultant April 2020 – Present

- Enforce all applicable health codes within Board of Health jurisdiction including food establishments, Housing cases and nuisance complaints
- Prepare activity reports for the Health Director

### **North Andover Board of Health | 120 Main Street, No. Andover MA**

Health Consultant May 2021 – Present

- Developing Health Department Ordinances and Regulations
- Drafting public advisories
- Enforce all applicable health codes within Board of Health jurisdiction including food establishments, housing cases, pools, and nuisance complaint
- Drafting regulations for Board of Health review

### **Andover Board of Health | 36 Bartlet Street, Andover MA**

Healthy Communities Tobacco Control Program Contractor August 18, 2021 – Present

- Conducting inspections to facilitate compliance with 105 CMR 665.010 (E)
- Covering tobacco establishments in Billerica, Dracut, North Reading, Newbury, Newburyport and Salisbury

### **Reading Board of Health | 16 Lowell Street, Reading MA**

Health Agent, May 2017 - March 2021

- Lead a team of 5 public health professionals on public health initiatives including: emergency preparedness, compliance with State Sanitary Code, State Environmental Code, local bylaw regulations, and state laws/statutes as required, including food, housing, lead, nuisance, solid waste, hazardous waste, swimming pools and subdivision regulations
- Prepared, managed and presented annual budget
- Develop public health goals and implement strategies to improve the health of the community
- Plan, promote, and coordinate vaccine clinics, disease prevention programs and multi-community projects
- Oversee all licensing and permitting of all establishments pertaining to public health
- Implement and develop new health department policies and regulations for the Board of Health



Enforce all Local, State of Massachusetts State Sanitary Code, M.G.L. Chapter 111 Public Health laws and Federal Laws as it pertains to Public Health  
Prepare minutes and monthly activity reports for a 3-member Board, and report to all Town Boards and Commissions on matters pertaining to Public Health  
Attend meetings and training regarding Emergency Preparedness (Region 3B) on a monthly basis and prepare all necessary State deliverables as required by MDPH

**Malden Board of Health | 110 Pleasant Street, Malden MA**

Senior Inspector, August 2015 - May 2017

Supervised a Health Department Staff of 3

Inspected and determined if a property should be classified as "Abandoned". Issued Abandoned Property Order letters, arranged to have "board up" companies secure abandoned properties, notify necessary city departments of properties that were deemed "Abandoned".

Implemented a Certificate of Habitability program and inspected all units prior to rental to ensure units met necessary safety standards in accordance with the state sanitary code prior to occupancy

Enforced all applicable health codes within Board of Health jurisdiction including food establishments, housing cases, summer camps and tanning facilities

**Everett Board of Health | 484 Broadway, Everett MA**

Health Inspector December 2008 – August 2015

Enforced all applicable health codes within Board of Health jurisdiction including food establishments, housing cases, summer camps, nuisance complaint and tanning facilities

Was an active member of the task force that inspected illegal rooming houses, illegal massage parlors and illegal liposuction at night in conjunction with the fire department and the building department Education

**Suffolk University – Bachelor of Science Business Administration**

**Licenses/Certifications/Skills**

- Food Manager License (10752)
- Plan Review for Food Establishment License (FD207)
- Licenced Temporary Food Establishments (FD108)
- Massachusetts Allergen Awareness License
- Licensed Housing Inspector
- Licensed Housing Inspector Trainer
- Certified FDA Voluntary Retail Food Program Standards
- Massachusetts Lead Determinator (4078)
- Certified Pool Operator (3m5taxc)
- Tips Certification
- Certified Stop the Bleed administrator
- Massachusetts Dept. of Public Safety Boards of Builders Regulations and Standards Construction Supervisors License (CS-107084)
- Home Improvement Contractors License (173120)
- OSHA certified (11-004053764)
- Adult/Child CPR and Choking Certified
- National Incident Command System 100, 200, 300, 400, 700 and 800 certified
- Constable
- HIPPA: Protected Health Information for Public Entities (GNCS128)
- HACCP Manager Certified
- Fluent in Italian