

COMMITTEE ITEMS

Committee Items-October 13, 2020

Budget & Finance

Budget & Finance *In Committee:*

ORDR212_09_29_2020

Approval to Pay Prior Year Bills

COMM263_09_29_2020

FY21 Proposed Budget Revision-Vocational School Assessments

Removal from Committee Form

Instructions: Remit to rjones@cityofnewburyport.com; pbarker@cityofnewburyport.com; cgreen@cityofnewburyport.com by Wednesday, 5 PM preceding Council meeting

Committee Name: Budget and Finance

Committee Chair: Tontar

	Measure Identifier	Measure Title	Amended in Committee? (if yes, attach final version)	Consent Agenda or Regular Agenda?
1.	COMM263_08_31_2020	Budget Revision -Vocational School Assessments	No	Consent
2.	ORDR212_09_29_2020	Prior Fiscal Year Bills	No	Consent
3.				
4.				
5.				
6.				
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11.				
12.				
13.				

6-17

CITY OF NEWBURYPORT



IN CITY COUNCIL

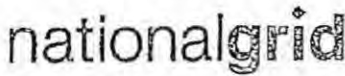
ORDERED:

September 29, 2020

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

Department	Vendor	Amount
Parking	National Grid	\$848.74
Parking	Integrated Technical Systems	\$809.00
Parking	Integrated Technical Systems	\$69.50
Parking	Creative Touch Designs	\$117.12
Youth Services	Newburyport Housing Authority	\$2,400.00
	Total:	\$4,244.36

Councillor Charles F. Tontar



SERVICE FOR
CITY OF NEWBURYPORT
83 MERRIMAC ST,
PARKING FACILITY
NEWBURYPORT MA 01950

BILLING PERIOD
May 29, 2020 to Jun 30, 2020

ACCOUNT NUMBER **PLEASE PAY BY** **AMOUNT DUE**
45272-25005 Jul 24, 2020 \$ 1,638.72

www.nationalgridus.com

CUSTOMER SERVICE
1-800-322-3223
CREDIT DEPARTMENT
1-888-211-1313

POWER OUTAGE OR DOWNED LINE

1-800-485-1212

CORRESPONDENCE ADDRESS

PO Box 980

Northborough, MA 01532-0960

ELECTRIC PAYMENT ADDRESS

PO Box 11737

Newark, NJ 07101-4737

DATE BILL ISSUED

Jun 30, 2020

ACCOUNT BALANCE

Previous Balance	1,988.26
Payment Received on JUN 15 (Check)	- 1,198.28
Balance Forward	789.98
Current Charges	+ 848.74
Amount Due	\$ 1,638.72

- **Payment concerns?** We are here to help. To learn about solutions to help you take control of your energy use and bills, visit www.ngrid.com/billhelp.
- **Go paperless!** Electronic billing and payments make managing your monthly bill easier. Save time, money, and natural resources www.ngrid.com/paperless.

DETAIL OF CURRENT CHARGES

Delivery Services

Type of Service	Current Reading	Previous Reading	Difference	Meter Multiplier	Total Usage
Energy	2008 Actual	1918 Actual	90	50	4500 kWh
Total Energy					4500 kWh

Demand-kW Demand-kVA
22.0 kW 22.0 kVA

METER NUMBER 25189084 NEXT SCHEDULED READ DATE ON OR ABOUT Jul 31

SERVICE PERIOD May 29 - Jun 30 NUMBER OF DAYS IN PERIOD 32

RATE General Service - Demand G-2 VOLTAGE DELIVERY LEVEL 0 - 2.2 kv

ACCT #: 01293002-52101

AMOUNT: \$ 848.74

SIGNATURE: DATE: 7/10/2020 PARKING

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:
Loadzone NEMA/BC3T
Acct No: 45272-25005 Cycle: 2, CITY

Electric Usage History

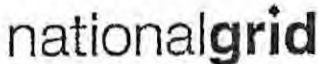
Month	kWh	Month	kWh
Jul 18	3350	Feb 20	11900
Aug 18	4950	Mar 20	11500
Sep 18	4800	Apr 20	9950
Oct 18	3800	May 20	6300
Nov 18	5500	Jun 20	4250
Dec 18	8100	Jul 20	4500
Jan 20	11550		

Billed Demand Last 12 months

Minimum	16.5
Maximum	44
Average	27.2083

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.



ACCOUNT NUMBER **PLEASE PAY BY** **AMOUNT DUE**
45272-25005 Jul 24, 2020 \$ 1,638.72

PO Box 960
Northborough MA 01532

ENTER AMOUNT ENCLOSED
\$ 848.74

1020395 01 AV 0.386 **AUTO T4 0 3039 01950-161799 J031-P28423-112

CITY OF NEWBURYPORT
60 PLEASANT ST
PARKING DEPARTMENT
NEWBURYPORT MA 01950-2627

NATIONAL GRID
PO BOX 11737
NEWARK NJ 07101-4737

000084874 45272250050000163872206

INVOICE



Invoice No: E0478

Date: 6/30/2020

Account No: JD0242

8 Capital Drive Wallingford, CT 06492
 P: 203-265-8100 F: 203-949-4710

Bill To: City of Newburyport
 Attn: Parking Department
 PO Box 550
 Newburyport, MA 01950

Ship To: City of Newburyport
 Attn: Richard Jones - Parking Office
 83 Merrimack Street
 Newburyport, MA 01950

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due
E0478	Richard Jones	UP	30 Days	7/30/2020

Remarks	Sales Person
	David Brunell

Item No	Description	Serial No	Order	Ship	BkO	UM	Amount
DP 663.0027P	Thermal Paper 2" X 6.75" Gr		24.0	24.0	0.0	each	\$809.00
9HDPT	Shipping & Handling - Dpt		1.0	1.0	0.0	each	

VENDOR # 20881 PO # _____
 ACCT #: 01293004-55802
 AMOUNT: \$ 809.00
 SIGNATURE: [Signature]
 DATE: 8/25/2020 PARKING

Subtotal	\$809.00
Sales Tax	\$0.00
Invoice Total	\$809.00
Balance Due	\$809.00

INVOICE



VENDOR # 20881 PO # _____
 ACCT # 01293002-53003
 AMOUNT: \$ 69.50
 SIGNATURE: _____
 DATE: 8/25/2020 PARKING

Invoice No: YP300
 Date: 8/12/2020
 Account No: JD0242

8 Capital Drive Wallingford, CT 06492
 P: 203-265-8100 F: 203-949-4710

Bill To: City of Newburyport
 Attn: Parking Department
 PO Box 550
 Newburyport, MA 01950

Ship To: City of Newburyport
 60 Pleasant Street
 Newburyport, MA 01950

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due			
YP300		UP	30 Days	9/11/2020			
Remarks				Sales Person			
				House Sales			
Item No	Description	Serial No	Order	Ship	BkD	UM	Amount
ONITEM	June 2020 Extend by Phone June 2020 Extend by Phone - S/N Breakout Below: 520119110349 - 19 x \$.25 = \$4.75 520119110342 - 2 x \$.25 = \$0.50 520119040090 - 2 x \$.25 = \$0.50 520119110353 - 16 x \$.25 = \$4.00 520119110352 - 3 x \$.25 = \$0.75 520119110350 - 25 x \$.25 = \$6.25 520119110348 - 41 x \$.25 = \$10.25 520119110347 - 32 x \$.25 = \$8.00 520119110345 - 24 x \$.25 = \$6.00 520119110344 - 16 x \$.25 = \$4.00 520119110343 - 3 x \$.25 = \$0.75 520119040092 - 0 x \$.25 = \$0.00 520119040091 - 7 x \$.25 = \$1.75 520119110346 - 31 x \$.25 = \$7.75 520118431586 - 37 x \$.25 = \$9.25 520119110351 - 19 x \$.25 = \$4.75 520119110354 - 0 x \$.25 = \$0.00 520119040093 - 1 x \$.25 = \$0.25		278.0	278.0	0.0	each	\$69.50

Subtotal	\$69.50
Sales Tax	\$0.00
Invoice Total	\$69.50
Balance Due	\$69.50



INVOICE # 9023273
Embroidery

Creative Touch Designs, LLC

Embroidery, Silk Screening & Promotional Products
72 Elm Street, Unit 1 Salisbury, MA 01952

P: 978-499-4444 www.ctdemb.com F: 978-517-4216

PO Terms On Receipt Created 6/30/2020 Payment Due 6/30/2020
Ref Ship Via Pick Up Ship Date Deadline

BILL TO
City of Newburyport_Parking Enforcement
60 Pleasant Street
60 Pleasant Street
Newburyport MA 01950

SHIP TO Sales Rep
City of Newburyport Parking
60 Pleasant Street
Newburyport MA 01950

Contact: Richard Jones Phone: 978-465-4407 Ext

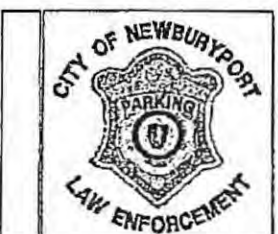
Ref:

Product ID	Description	Product Color	Size Qty.	S	M	L	XL	2 XL	3 XL	Total	Cost Ea
K500	Port Authority Silk Touch Sport Shirt	White				2	2			4	29.28

VENDOR #: 9910 PO #:
ACCT #: 01293004-55801
AMOUNT: \$ 117.12
SIGNATURE:
DATE: 7/10/2020
PARKING
FY20

Number of Print Colors				Number of Stitches				Total Units		Screens
Front	Back	Right/S	Left/S	Front	Back	Right/S	Left/S	4		Press Setup
										Shipping
										No Label
										Art
										Rush
										Define
										Total 117.12
										Tax
										Total With Tax 117.12
										Payments
										Balance 117.12

add parking enforcement where law enforcement is on bottom



The undersigned jointly and severally agree to indemnify and save harmless Creative Touch Designs, LLC and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the following: Misuse, misplacement and/or illegal use of copyright or trademarked design/s, graphic/s, logo/s, art and slogan/s supplied by the undersigned to be embroidered, digitized, silk screened, heat transferred, and/or manipulated at their request. I agree to all outlined pricing and terms of this order. All prepress work including but not limited to screens, art work, films and embroidery files are the sole property of

NEWBURYPORT HOUSING AUTHORITY

25 TEMPLE STREET
Newburyport, MA 01950

INVOICE

DATE: OCTOBER 31, 2019

TO:

Andrea Edgmont
City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

FOR:

Rent learning center, Kelleher Gardens
13 Kelleher Way

DESCRIPTION	AMOUNT
Rent: address: 13 Kelleher Way	
July, August, September 2019	\$1,200.00
October, November & December 2019	\$1200.00
TOTAL	\$2,400.00

Make all checks payable to Newburyport Housing Authority

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Kathy Leary (978)465-7216 ext. 12



CITY OF NEWBURYPORT
 OFFICE OF THE MAYOR
 DONNA D. HOLADAY
 60 PLEASANT STREET • P.O. BOX 550
 NEWBURYPORT, MA 01950
 (978) 465-4413 • (978) 465-4402 (FAX)
 WWW.CITYOFNEWBURYPORT.COM

To: President and Members of the City Council
 From: Mayor Donna D. Holaday
 Date: September 22, 2020
 Subject: FY21 Proposed Budget Revision – Vocational School Assessments

On September 9, 2020, the School Committee for Whittier Vocational Technical High School approved a \$995,574 reduction to its FY21 budget which, in turn, reduced all community assessments. These budget reductions were done in response to a reduction in Whittier's FY21 Chapter 70 funding, Net School Spending requirements and member community minimum contributions. For Newburyport, the FY21 assessment changes from \$661,018 to \$638,712 – a decrease of \$22,306.

We have also been informed that the number of students attending Essex North Shore Agricultural & Technical School for the 2020-2021 school year has increased from 4 to 5. As such, Newburyport's assessment for Essex Tech will change from approximately \$81,500 to \$99,500 – an increase of \$18,000.

As a result of these changes, I am making the following revision to the FY21 budget proposal which amends proposed General Fund spending from \$71,859,519 to \$71,855,213:

Account #	Description	FY21 Original	FY21 Revised	Change
01398002-53202	ESSEX NORTH SHORE TECH SCHOOL	\$81,500	\$99,500	\$18,000
01399002-53202	WHITTIER VO TECH SCHOOL	\$661,018	\$638,712	(\$22,306)
Total		\$742,518	\$738,212	(\$4,306)

These changes will be incorporated into the online version of the FY21 budget document.

Thank you for your consideration.

FY2021 Proposed Budget – Revised 9/22/2020

	FY2018 ACTUAL	FY2019 ACTUAL	FY2020 ACTUAL	FY2020 BUDGET	FY2021 PROPOSED	\$ CHANGE	% CHANGE
GENERAL FUND							
CITY SERVICES							
ANIMAL CONTROL	63,291	60,953	63,516	67,234	63,936	(3,298)	-4.9%
ASSESSORS DEPARTMENT	221,495	234,883	242,871	239,318	250,395	11,077	4.6%
AUDITOR'S DEPARTMENT	321,382	327,747	364,408	364,697	373,901	9,204	2.5%
BOARD OF REGISTRARS	49,008	38,833	59,239	49,333	51,883	2,550	5.2%
BUILDING DEPARTMENT	171,513	178,003	165,390	188,558	188,512	(46)	0.0%
CITY CLERK'S DEPARTMENT	252,419	263,732	281,393	277,680	291,781	14,101	5.1%
CITY COUNCIL	71,431	69,944	70,047	72,651	72,756	105	0.1%
COMMISSION ON DISABILITY	2,640	2,639	2,640	2,640	2,693	53	2.0%
CONSERVATION COMMISSION	1,800	1,800	1,800	1,800	1,800	0	0.0%
COUNCIL ON AGING	300,689	295,988	301,379	308,742	308,155	(587)	-0.2%
DEBT EXCLUSION	3,166,609	3,178,737	3,165,464	3,165,464	3,171,545	6,081	0.2%
EMERGENCY MANAGEMENT	26,381	30,430	37,379	29,100	19,000	(10,100)	-34.7%
FIRE DEPARTMENT	3,726,973	3,869,476	4,053,440	3,795,001	4,043,255	248,254	6.5%
GENERAL ADMINISTRATION	356,475	372,435	374,136	491,674	545,990	54,316	11.0%
HEALTH DEPARTMENT	211,349	232,618	223,481	254,154	254,704	550	0.2%
HISTORICAL COMMISSION	1,800	1,800	1,800	1,800	1,800	0	0.0%
HUMAN RESOURCES	268,657	308,109	315,016	326,125	290,388	(35,736)	-11.0%
INFO TECHNOLOGY DEPT	308,699	326,275	319,331	321,096	334,356	13,261	4.1%
INSURANCE GROUP	9,127,806	9,469,573	9,718,764	9,864,940	9,807,193	(57,748)	-0.6%
LEGAL DEPARTMENT	100,000	100,000	124,854	100,000	95,000	(5,000)	-5.0%
LIBRARY DEPARTMENT	1,341,994	1,373,596	1,383,300	1,416,032	1,430,665	14,633	1.0%
LICENSE COMMISSION	7,750	8,500	8,363	8,500	8,500	0	0.0%
MAYOR'S DEPARTMENT	287,094	287,086	305,824	316,377	336,669	20,292	6.4%
ORDINARY DEBT SERVICE	805,338	946,480	707,496	880,000	923,769	43,769	5.0%
PARKING CLERK DEPARTMENT	43,502	563,085	537,058	668,135	616,783	(51,352)	-7.7%
PARKS DEPARTMENT	206,367	254,491	344,377	371,814	339,969	(31,845)	-8.6%
PLANNING & DEVELOPMENT	309,965	316,877	409,017	389,874	438,930	49,056	12.6%
PLANNING BOARD	1,800	1,800	1,800	1,800	1,800	0	0.0%
POLICE DEPARTMENT	3,656,049	3,856,404	4,097,157	4,230,657	4,165,209	(65,448)	-1.5%
PUBLIC SERVICES DEPARTMENT	2,828,753	2,982,922	3,137,182	3,273,035	3,070,431	(202,604)	-6.2%
RETIREMENT BOARD	3,924,742	4,132,415	4,340,558	4,340,558	4,563,509	222,951	5.1%
SNOW & ICE	391,819	352,930	306,796	225,000	260,000	35,000	15.6%
SUSTAINABILITY	1,280,411	1,600,779	1,655,963	1,644,824	1,722,649	77,826	4.7%
TREASURER'S DEPARTMENT	286,649	296,790	310,340	310,014	400,575	90,561	29.2%
VETERANS' DEPARTMENT	262,433	234,446	248,408	288,279	286,331	(1,948)	-0.7%
YOUTH SERVICES	281,476	304,801	288,479	304,850	307,805	2,955	1.0%
ZONING BOARD	1,800	1,800	1,800	1,800	1,800	0	0.0%
CITY SERVICES Total	34,668,360	36,879,175	37,970,265	38,593,554	39,044,437	450,884	1.2%
EDUCATION							
ESSEX NORTH SHORE TECH SCHOOL	55,818	53,832	87,728	92,500	99,500	7,000	7.6%
SCHOOL DEPARTMENT	28,631,701	29,815,374	29,444,419	30,875,762	32,072,564	1,196,802	3.9%
WHITTIER VO TECH SCHOOL	568,149	622,252	697,312	697,312	638,712	(58,600)	-8.4%
EDUCATION Total	29,255,668	30,491,458	30,229,459	31,665,574	32,810,776	1,145,202	3.6%
GENERAL FUND Total	63,924,028	67,370,633	68,199,723	70,259,128	71,855,213	1,596,085	2.3%
ENTERPRISE FUNDS							
HARBORMASTER ENTERPRISE FUND Total	453,329	459,738	498,843	514,868	465,250	(49,618)	-9.6%
SEWER ENTERPRISE FUND Total	6,716,478	7,152,465	6,974,609	7,586,606	7,515,295	(71,311)	-0.9%
WATER ENTERPRISE FUND Total	4,868,205	5,193,516	4,909,947	5,371,089	5,421,087	49,998	0.9%
ENTERPRISE FUNDS Total	12,038,012	12,805,719	12,383,399	13,472,563	13,401,631	(70,932)	-0.5%
Grand Total	75,962,040	80,176,352	80,583,122	83,731,691	85,256,844	1,525,153	1.8%

Committee Items- October 13, 2020

Neighborhood & City Services

- ODNC050_02_24_2020 –Curb Cuts and Notice of Work Involving Sidewalks

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 24, 2020

Revised September 22, 2020

AN ORDINANCE TO AMEND CHAPTER 12 OF THE MUNICIPAL CODE REGARDING DRIVEWAY OPENINGS AND NOTICE OF WORK INVOLVING SIDEWALKS

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

Amend existing Section 12-5 regarding altering the grade, width, sidewalk, etc. of a public way as follows, with deletions ~~double stricken through~~, and additions double-underlined:

Sec. 12-5. – Altering grade, width, sidewalk, driveway openings, etc.

No person shall change the grade of any such street, way or grounds, or of any sidewalk of any such street, way or grounds, or the width or materials of any such sidewalk, including, without limitation, by installing or altering a driveway opening, or in any manner alter the grade, width or direction of any curbstone of such sidewalk without permission of the Department of Public Services. Unless undertaken by the Department of Public Services itself, all such changes, including, without limitation, by installing or altering a driveway opening, shall require a permit to be issued beforehand by the director of such department in compliance with all provisions of the Newburyport Code, including, without limitation, section 12-54 (street way or grounds specifications).

Amend existing Section 12-54 regarding sidewalks open to public travel, as follows, with deletions ~~double stricken through~~, and additions double-underlined:

Sec. 12-54. - ~~Sidewalk materials~~ Street, way or grounds specifications.

- (a) ~~City Design and methods specifications. The installation, construction, maintenance, repair, replacement, and reconstruction of any sidewalk located in the city and open to public travel, whether such sidewalks are located on public or private land.~~ Any change in grade of any such street, way or grounds, or of any sidewalk of any such street, way or grounds, or the

width of any such sidewalk, including, without limitation, by installing, constructing, maintaining, repairing, replacing, reconstructing installing a sidewalk and/or a driveway opening, or in any manner alter the grade, width or direction of any curbstone of such sidewalk, including when undertaken by the Department of Public Services itself, shall be undertaken in compliance with both this section and also the “Construction and Traffic Standard Details” promulgated by the Department of Public Services.

- (i) For the purposes of clarification, neither the Clipper City Rail Trail nor the Harbor Walk constitute sidewalks under the meaning of this section.
- (ii) The Department of Public Services may amend its Construction and Traffic Standard Details, from time to time, provided, however, that no such amendment shall take effect until a copy has first been posted on the city website for a period of thirty (30) calendar days to solicit comment from interested parties, including other city departments, and has been approved by order of the City Council.

(b) *Sidewalk materials.*

- (i.) *Brick or cement surfaces only.* At the time of installation, construction, maintenance, repair, replacement, or reconstruction of any sidewalk located in the city and open to public travel, whether such sidewalks are located on public or private land, the surface material shall be either brick or cement, and no other materials, as follows:
 - ~~(A)~~ *Downtown.* Brick shall be the required surface material for all sidewalks located within the Downtown Overlay District, established under section XXVIII of the zoning ordinance.
 - ~~(B)~~ *Historic areas outside of downtown.* Brick shall be the encouraged surface material for all sidewalks located outside of the Downtown Overlay District but within the Newburyport Historic District, which was listed on the National Register of Historic Places and the State Register of Historic Places on August 2, 1984, and both brick and cement shall be permitted therein.
 - ~~(C)~~ *All other areas.* Cement shall be the required surface material for all sidewalks located outside of the Newburyport Historic District.
- (ii.) *Existing nonconforming sidewalk surfaces.* Any sidewalk open to public travel whose surface does not comply with this section as of its effective date may remain in such noncompliance until such time as it is maintained, repaired, replaced, and reconstructed, at which time it shall be brought into compliance.

- (iii.) *Temporary asphalt surfaces.* Notwithstanding anything in this section to the contrary, the department of public services may, in its discretion, permit the temporary use of asphalt surface material for sidewalks located in industrial zoning districts, and for sidewalks abutting undeveloped parcels until substantial construction there is complete.: (A) for a period no than two months, tolled from November 1 through April 30; and/or (B) for sidewalks abutting undeveloped parcels until issuance of a certificate of occupancy. The department shall specify in writing the time by which brick or cement surface material, as the case may be, shall replace the temporary asphalt material.
- (c) *City supervision.* In all cases, any work subject to this Section 12-54 shall be performed by the department or a licensed contractor of the city supervised by the department.

Amend existing Section 12-55 regarding notice of work involving city-owned sidewalks, as follows, with deletions ~~double-stricken through~~, and additions double-underlined:

Sec. 12-55. – ~~Notice of work involving city-owned sidewalks~~ Permit procedures and notification of work.

- (a) *Administrative discretion.* Consistent with the city charter and the other provisions of this municipal code, the department of public services shall determine in its discretion whether to grant a permit for any change in grade of any such street, way or grounds, or of any sidewalk of any such street, way or grounds, or the width of any such sidewalk, including, without limitation, by installing, constructing, maintaining, repairing, replacing, reconstructing installing a sidewalk and/or a driveway opening, or in any manner alter the grade, width or direction of any curbstone of such sidewalk. When exercising its discretion under this Section 12-55, the department must first consider the impact that the proposed work will have on the safety and convenience of pedestrians and motor vehicles on the adjacent ways open to public travel, on the physical integrity of the adjacent ways open to public travel, on traffic and parking on the adjacent ways open to public travel, and the management of the adjacent ways open to public travel~~the proper timing for the installation, construction, maintenance, repair, replacement, and reconstruction of any and all portions of city-owned sidewalk.~~
- (b) *Notice of work.* No fewer than ~~seven (7)~~fourteen (14) calendar days before granting a permit for, or itself undertaking, as the case may be, any change in grade of any such street, way or grounds, or of any sidewalk of any such street, way or grounds, or the width of any such sidewalk, including, without limitation, by installing, constructing, maintaining, repairing, replacing, reconstructing installing a sidewalk and/or a driveway opening, or in any manner alter the grade, width or direction of any curbstone of such sidewalk~~undertaking the installation, construction, maintenance, repair,~~

~~replacement, and reconstruction of any portion of a city-owned sidewalk,~~ the Department of Public Services shall cause written notice of such permit application or planned work, as the case may be, to be posted within 20 feet of ~~delivered to each residence and place of business abutting,~~ the affected portion of sidewalk proposed to be affected, as well as delivered by hand or mail to each residence and place of business abutting such work, and to the city councillors for all wards where such area of work is located.

- (c) *Notice of brick option.* Where the Department of Public Services intends to permit the use of, or to itself use, cement surface material in the installation, construction, maintenance, repair, replacement, or reconstruction of any portion of a city-owned sidewalk that is located outside of the Downtown Overlay District but within the Newburyport Historic District, no fewer than ninety (90) calendar days before undertaking any such work, the department shall cause written notice thereof to be mailed or delivered by hand to the owner of each parcel abutting the affected portion of sidewalk, as well as to the city councillors for all wards where such area of work is located.
- (i) Such required notice shall include the estimated cost per square foot to install brick surface material instead of cement. Such estimated cost shall exclude all costs that would also be incurred to use cement_ surface material, including, without limitation, work involving grading, base material, and curbstones.
 - (ii) Each owner of an abutting parcel shall have twenty (20) calendar days from the mailing or delivery of such required notice to deliver its own written notice to the department that such owner agrees to pay the incremental cost for the use of brick surface material instead of cement for the affected portion of sidewalk abutting its parcel. It shall be the responsibility of such owner to confirm delivery to the department of such owner's agreement to pay, and to render such payment no later than the start of sidewalk construction.
 - (iii) No later than twenty (20) days after the expiration of the period in which an abutting owner may agree to pay the incremental cost of brick surface material, the department shall review all such responses, determine in its discretion the feasibility of using brick surface material instead of cement within the area of work, and cause written notice of its determination to be mailed or delivered to each owner that responded timely, as well as to the city councillors for all wards where such area of work is located. The department's determination regarding the feasibility of using brick surface material shall be final.

Councillor Jared J. Eigerman

Councillor Christine E. Wallace

Committee Items- Planning & Development October 13, 2020

- COMM257_08_20_2020
- ORDR211_09_29_2020
- Ltr re: Harrison St from J. Tymon
-
- Preservation Restriction Agreement

Judy Tymon

August 15, 2020

39 Lime Street

Newburyport,
MA 01950

978-462-2892

Jmtconsult@comcast.net

To: Mayor Donna Holaday
Members of Newburyport City Council
Members of Newburyport Zoning Board of Appeals
Members of Newburyport Historic Commission
Andrew Port, Director of Planning

I have lived in Newburyport for over 30 years and have seen more than my share of destruction of historic structures. The latest fatality is 12 - 14 Harrison St. I am sure that I am not the only Newburyport resident who is dismayed and disheartened by the constant lack of respect for the historic character of the city's structures. The guardrails that the city has put in place - demolition overlay district, additional staff - are not enough. Further action needs to be taken and the following are my suggestions:

- Special Permit decisions allow for conditions, and in light of history that Newburyport has of allowing developers to demolish and deface our historic structures, the conditions should be stated in as much detail as possible. Notations on the plans PLUS a list of detailed conditions are essential. The ZBA should ask the Historic Commission for a complete and detailed list of recommendations, as to what should be allowed and what should be required to insure that the "improvements are not more detrimental to the neighborhood...", as required by our zoning bylaw.
- Building sites must be monitored. We all know that our city staff is stretched thin and that the residential housing market in Newburyport remains strong, resulting in many projects that are in process with many more to come. The ZBA can require that a monitor be hired by the applicant to review the project on a regular basis and provide reports to the Planning Department in order to catch violations before they become a problem. The Board can require such monitors under MGL Chapter 44 (Municipal Finance), Section 53G (Outside Consultants). Consultants are routinely required, in other communities, as a condition for a special permit to monitor storm water structure construction, wetlands mitigation and many other aspects of residential construction. It is time to make use of them in Newburyport to monitor historic renovations.
- If the ZBA is still writing their own decisions, that practice needs to stop now. Over the course of 15 years as a staff planner in the state of MA, I have never encountered a community that routinely allows ZBA members to write decisions, unless the community is so small that they do not have a planning staff. Our staff is well equipped to write decisions, and as dedicated and knowledgeable as ZBA members may be, they should not be writing the decision. Use the professional Planning Staff for this task.

And finally, no more fines for violations. This applicant must be required to re-apply for the appropriate Special Permits, to restore features that were destroyed and to implement the

conditions of the permit, regardless of cost. The usual complaint that 'permitting costs are too high' simply defies belief. When was the last time an applicant provided a pro forma showing that permitting costs were so prohibitive as to make the project untenable?

The Planning Staff was able to catch this violation so that the project has been shut down and the applicant is now required to re-apply for the appropriate permits. It is time for the ZBA and the Historic Commission to put some teeth into their decisions so there is appropriate documentation to support city staff. The destruction of historic structures must be stopped. Newburyport has lost too many beautiful, historic homes and much of the character of the city has been destroyed. Let's keep what we still have.

Sincerely,

JudyTymon

cc. Tom Kolterjahn, Newburyport Preservation Trust

In City Council August 20, 2020:

Motion to P&D made by Councillor Shand, seconded by Councillor Khan. So voted.

P+D

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

THAT the City Council of the City of Newburyport approve the attached Preservation Restriction Agreement by and between the Society for the Preservation of New England Antiquities, D.B.A. Historic New England and Kemble Widmer, II Trustee of The Kemble Widmer II Revocable Trust.

Councillor Jared J. Eigerman

PRESERVATION RESTRICTION AGREEMENT

**SOCIETY FOR
THE PRESERVATION OF NEW ENGLAND ANTIQUITIES**

The Parties to this Preservation Restriction Agreement (this "Agreement") is made as of the ____ day of _____, 2020 by and between the **SOCIETY FOR THE PRESERVATION OF NEW ENGLAND ANTIQUITIES, D.B.A. HISTORIC NEW ENGLAND**, a Massachusetts charitable corporation having an address at Harrison Gray Otis House, 141 Cambridge Street, Boston, Massachusetts 02114-2702, (hereafter "Grantee") and Kemble Widmer, II, Trustee of **THE KEMBLE WIDMER II REVOCABLE TRUST**, a New Hampshire revocable trust established pursuant to a revocable trust agreement dated September 15, 2005, by and between Kemble Widmer II as Grantor and as Trustee and having an address at P.O. Box 308, Cornish Flat, New Hampshire, 03746-0308 (herein together with his heirs, successors, administrators and assigns called "Grantor").

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain property located at 272 High Street, Newburyport, Massachusetts, which includes certain premises consisting of approximately 11,843 square feet of land, more particularly described in that certain Warranty Deed (the "Deed"), recorded with the Essex South Registry of Deeds (the "Registry") in Book 24960, Page 588, and in Exhibit A attached hereto, and shown as Lot 1 on a plan entitled "272 High Street Subdivision" dated November 17, 1999, and prepared by Riverside Engineering Services, said plan being duly recorded with the Registry in Plan Book 339, Plan 74, a copy of which is attached hereto and incorporated herein as Exhibit A-1, together with all improvements thereon (the "Premises"), being subject to and having the benefit of any and all easements of record. The Premises are also shown in the photographs and diagrams attached as Exhibits B, C, and D hereto. The buildings protected by this Agreement consist of the Thomas Emery House (the "Emery House") and the Carriage Barn (the "Carriage Barn") as labeled and more particularly shown in Exhibits B, C, and D and the "Protected Features" defined below in Section 1.3.4.

WHEREAS, Grantee is a Massachusetts, non-profit charitable corporation created in 1910 and exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code. By its Articles of Organization and By-Laws, and in accordance with the applicable provisions of M.G.L. c. 184, §§ 31-33 as may be amended, replaced and/or restated (the "Act"), Grantee is authorized to create, impose, accept and enforce preservation restrictions to protect sites and structures historically significant for their architecture, archaeology or other associations.

WHEREAS, the Emery House is historically significant and worthy of preservation. The house is an important example of Federal Period architecture and building practice in Massachusetts. As a carpenter and house wright, Thomas Emery built the house to serve both as his home and his calling card. With a prime location on High Street, Newburyport's main thoroughfare, Emery's structure demonstrated to all passersby his skills as a craftsman. His workshop was located on the north side of the central staircase, where, in other circumstances he might have put another parlor. The north half of the house remained unfinished, even lacking a chimney, until after Thomas Emery's death in 1860. In 1886, the house was purchased from his descendant Rufus Emery by James Parton, who was dubbed "the father of modern biography" by historian Milton Embick Flower. He lived there until his death in 1891, at which point the house underwent some modernization when his widow Ellen Parton leased the property for five years to the Houston Cure Institute, a sanitarium for the treatment of narcotics addictions. The property was then returned to residential use and owned for several decades by former Newburyport mayor, Orrin Gurney, who was mayor for four consecutive one year terms from 1892 to 1895. Under the current owner, Grantor, the house has been restored to a more Federal appearance overall, with the removal of Victorian embellishments and the preservation of earlier details, including swipes of red and green paint on a plank wall in what was Emery's workshop.

WHEREAS, in recognition of these qualities, and because of its architectural and historical significance, the Thomas Emery House is a contributing property to the Newburyport Historic District listed in the National Register of Historic Places on August 2, 1984, and is listed in the State Register of Historic Places.

WHEREAS, the Emery House is comprised of a three story, five-bay, west-facing main block (the "Main Block"), a one-story Greek Revival portico (the "Portico") attached to the west façade of the Main Block, a one-story entry porch (the "Entry Porch") attached to the south elevation of the Main Block, a two-story rear ell (the "Rear Ell") attached to the east elevation of the Main Block, and a c. 1980, one-story enclosed sun porch (the "Sun Porch") attached to the east elevation of the Main Block and the north elevation of the Rear Ell. An 1820s Carriage Barn (the "Carriage Barn") is located several yards east of Emery House. The open space of the Premises consists primarily of lawn and gardens enclosed on the south and west side by a painted wood fence, providing a setting that complements the historic structures on the Premises, thereby endowing the Thomas Emery House and Carriage Barn with scenic, natural and aesthetic value and significance.

WHEREAS, the Act authorizes the creation and enforcement of preservation restrictions appropriate to the preservation of a site or structure for its historical significance and for its natural, scenic and open condition.

WHEREAS, Grantor and Grantee, each, recognize the historic, architectural, cultural, scenic and aesthetic value and significance of the Premises, and have the common purpose of conserving and preserving the aforesaid value and significance of the Premises, the Emery House, and the Carriage Barn.

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, the Preservation Restrictions set forth in this Agreement, pursuant to the Act.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the mutual promises, covenants and agreements contained herein this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby irrevocably grant, release and convey unto Grantee, its successors and assigns a Preservation Restriction Agreement in gross and in perpetuity, in and to the Premises, all as more fully set forth herein this Agreement as follows:

1. **RECITALS, DEFINITIONS AND EXHIBITS.**

1.1 **Purpose.** It is the purpose of this Agreement to assure that the features and characteristics that embody the architectural, historic and cultural significance of the Premises will be retained and maintained substantially in their current condition and to prevent any use or change in the Premises that will significantly impair or interfere with the preservation values of the Premises during the term of this Agreement.

1.2 **Recitals.** The parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this Agreement.

1.3 **Definitions.**

1.3.1 **"Addition."** "Addition" shall mean and include all construction attached to the Thomas Emery House or Carriage Barn in any way, and any subsequent construction that attaches to any such addition, including, without limitation, a deck, porch, ramp, stair or landing and/or any building appurtenances.

1.3.2 **"Structure."** "Structure" shall mean any combination of materials assembled at a fixed location to give support or shelter, including, without limitation, a building, deck, ramp, arbor, trellis, sign, paving, fencing, walls, game courts, swimming pools and poles (utility and otherwise).

1.3.3 **"Facade(s) and Elevation(s)."** "Facade(s) and elevation(s)" shall include, without limitation, all exterior doors, door frames, windows, window sash, window frames, transoms, sidelights, shutters, hardware, wall sheathing, clapboards, siding boards, porches, porticos, panels, cornices, balustrades, moldings and other decorative elements and all other elements, whether decorative or structural, which support any of the foregoing. For convenience of reference, the front elevation of the Thomas Emery House facing High Street shall be called the West facade, the rear elevations of the Thomas Emery House shall be called the East elevation, and the other elevations of the Thomas Emery House shall be

called the North and South elevations, based upon such elevation's orientation relative to the West facade.

1.3.4 "Protected Features." "Protected Features" shall mean those historical, architectural and landscape features protected pursuant to Sections 2 and 3 4 of this Agreement.

1.4 Exhibits.

1.4.1 Plans. Plans entitled "Floor Plan" and "Site Plan" are attached as Exhibit C and D respectively and incorporated herein by this reference.

1.4.2 Documentary Photographs. In order to establish with more certainty the condition of the building and the character of the Protected Features as of the date hereof, attached hereto as Exhibit B and incorporated herein by this reference are copies of 10 exterior photographs taken by Andrew Barr on October 14 through October 16, 2019, and 54 interior photographs taken by Andrew Barr on October 14 through October 16, 2019, together with an affidavit specifying certain technical and locational information with respect to such photographs. It is stipulated between Grantor and Grantee that such copies accurately represent the external and internal condition of the Thomas Emery House, Carriage Barn, and the Premises and the character of the Protected Features on the date hereof and as of the date this Agreement is first recorded with the Registry.

2. LAND RESTRICTIONS. Grantor covenants and agrees to maintain the Premises in accordance with the following restrictions in order to ensure that the designed landscape features of the Premises existing as of the date of this Agreement are preserved as documented in the photographs attached hereto as part of Exhibit B:

2.1 the wood fence that extends along the property boundary at High Street and Oakland Street (Exhibit B negatives 56687-A through 56691-A).

3. EXTERIOR RESTRICTIONS. Grantor covenants and agrees that, without the prior written approval of Grantee, no activity shall be undertaken which Grantee determines will alter or adversely affect the appearance, materials, workmanship or structural stability of the following exterior portions of the Thomas Emery House and Carriage Barn or following site features as they exist as of the date of this Agreement, documented in the photographs attached hereto as part of Exhibit B:

3.1 all facades and elevations (Exhibit B negatives 56687-A through 56696-A);

3.2 the massing, profile and materials of the roofs; skylights, dormers or other roof additions being expressly forbidden (Exhibit B negatives 56687-A through 56696-A);

- 3.3 the chimneys at the Main Block in their entirety (Exhibit B negatives 56688-A through 56694-A);
- 3.4 all foundations (Exhibit B negatives 56687-A through 56696-A);
- 3.5 the granite steps located at the portico on the West facade and South elevation entry of the Premises (Exhibit B negatives 56687-A through 56690-A).

- 4. **INTERIOR RESTRICTIONS.** Grantor covenants and agrees that, without the prior written approval of Grantee, no activity shall be undertaken which Grantee determines will alter or adversely affect the appearance, materials, workmanship or structural stability of the following interior portions of the Thomas Emery House and Carriage Barn as they exist as of the date of this Agreement, documented in the photographs attached hereto as part of Exhibit B, including, without limitation, as follows:

Thomas Emery House and Carriage Barn:

- 4.1 all structural members and framing, including but not limited to, interior beams, posts, girts, plates, studs, sheathing boards, rafters, purlins, masonry walls and masonry piers (Exhibit B negatives 56701-A, 56702-A, 56707-A, 56710-A, 56712-A, 56718-A, 56719-A, 56723-A, 56728-A, 56730-A, 56732-A through 56750-A);

Main Block and Rear Ell:

- 4.2 at the Main Block and Rear Ell, the space configuration and door locations of all rooms, closets, halls and stairhalls at all stories, excepting the cellar, and at the Main Block, all baths, north chamber, and third story northeast and northwest rooms, and at the Rear Ell, the east kitchen, the north entry mudroom, and the second story east chamber, closet, and bath, and at the Sun Porch (Exhibit B negatives 56697-A through negatives 56707-A, 56711-A through 56731-A);
- 4.3 all fireplaces and hearths in their entirety, including any attached iron or brass hardware, whether decorative or functional (Exhibit B negatives 56700-A, 56704-A, 56707-A, 56717-A, 56721-A, and 56727-A);

Main Block:

- 4.4 at the Main Block, all softwood floors of the south parlor, south chamber, and third story south room, and all closets, halls and stairhalls at all stories, including the attic, excepting the cellar, north parlor, all baths, north chamber, and third story northeast and northwest rooms (Exhibit B negatives 56697-A through 56703-A, 56711-A through 56720-A, 56722-A through 56731-A, 56739-A through 56741-A);

- 4.5 at the Main Block, all plaster walls of all rooms, closets, halls and stairhalls at all stories, excepting the cellar, north parlor, all baths, north chamber, and third story northeast and northwest rooms (Exhibit B negatives 56697-A through 56703-A, 56711-A through 56720-A, 56722-A through 56731-A);
- 4.6 all woodwork of all rooms, closets, halls and stairhalls at all stories, including the attic, including but not limited to cornices, mantelpieces, paneling, wainscoting, baseboards, door stops, stairs, railings, balusters, newels, doors, door casings, windows, window sash, window casing, pocket shutters and other decorative elements and any paint thereon, excepting the cellar, all baths, north chamber, third story northeast and northwest rooms, and the Sun Porch's west doors (Exhibit B negatives 56697-A through 56706-A, 56711-A through 56720-A, 56722-A through 56731-A);
- 4.7 all door hardware at all rooms, closets, halls and stairhalls at all stories, including the attic, excepting the cellar, first story hall bath, second story north bath, and the Sun Porch's west doors (Exhibit B negatives 56697-A, 56699-A through 56701-A, 56703-A through 56707-A, 56711-A through 56714-A, 56717-A through 56719-A, 56721-A, 56725-A through 56727-A, 56729-A through 56731-A);
- 4.8 the built-in shelving at the northeast closet of the south parlor and the northeast closet of the south chamber (Exhibit B negatives 56703-A and 56720-A);
- 4.9 the plank wall and the red and green paint thereon at the southwest corner of the north parlor (Exhibit B negatives 56705-A and 56706-A);
- 4.10 the original exterior shingles visible at the top of the Main Block attic stair (Exhibit B negative 56738-A);

Rear Ell:

- 4.11 at the Rear Ell, the original sliding shutter located at the interior of the first story east window (Exhibit B negative 56709-A);
- 4.12 the fireplace surround and adjacent cupboard at the west wall of the east chamber (Exhibit B negative 56721-A);
- 4.13 the fireplace surround, wainscoting, door and window surrounds, and plaster walls, at the west and south walls of the first story east kitchen (Exhibit B negatives 56707-A and 56710-A);

Carriage Barn:

- 4.14 at the Carriage Barn, the hay feed shoot at the north wall (Exhibit B negative 56746-A); and
 - 4.13 the stair between the first and second stories at the west wall and its vertical board wall and railing (Exhibit B negatives 56744-A, 56748-A, 56749-A).
5. **REVERSIBLE ALTERATIONS.** Grantee shall approve the activities identified below, except as noted below, provided that Grantee first determines that the proposed activity will not alter or adversely affect any Protected Features:
- 5.1 installation of three-tab black or charcoal asphalt shingle or wood shingle roof coverings on the roofs of the Thomas Emery House and Carriage Barn;
 - 5.2 installation of screens, storm windows, and storm doors;
 - 5.3 installation of insulation at the attic floor or in the cellar of the Thomas Emery House and Carriage Barn, provided that no insulation shall be introduced in any way into any vertical wall cavities of the House;
 - 5.4 electrical re-wiring, provided that no electrical fixtures are in any manner imbedded in or attached to protected woodwork and structural members and other framing are not cut or otherwise altered;
 - 5.5 replacement of existing plumbing lines and plumbing fixtures;
 - 5.6 interior and exterior painting or paint removal, provided that the material(s) and method(s) to be used to remove paint shall not damage the underlying substrate;
 - 5.7 painting of, or paint removal from, softwood floors, provided that the material(s) and method(s) to be used shall allow hand-planed surfaces to remain visible and undamaged, and such that sanding, grit blasting or other abrasive methods shall not be used;
 - 5.8 replacement of broken window glass;
 - 5.9 interior wallpapering, provided such papering shall not dislodge, damage or destroy protected woodwork, paint, plaster, floor or hardware as identified in section 4 above; and
 - 5.10 installation of a chair lift between the first and second stories, and between the second and third stories, at the main stair, subject to review of structural soundness and attachment methods.

6. **USE, MAINTENANCE AND OTHER ACTIVITIES.**

6.1 **Prohibitions and Covenants.** The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

6.1.1 **Additions.** No additions to the Thomas Emery House and Carriage Barn shall be erected hereafter without prior written approval of Grantee.

6.1.2 **Additional Structures.** No structure not on the Premises as of the date of this Agreement shall be erected or placed on the Premises hereafter without prior written approval of Grantee.

6.1.3 **Communication and Energy Source Structures.** Notwithstanding any provision in this Agreement to the contrary, freestanding or attached towers, exterior antennas, wind turbines, solar panels, or similar communications or energy-producing structures shall not be installed or affixed on the Premises without the prior written approval of Grantee; and installing or affixing towers and wind turbines on the Thomas Emery House or Carriage Barn is prohibited.

6.1.4 **Topographical Changes and Landscaping.** In order to protect the historic setting and Protected Features of the Emery House and Carriage Barn no alterations may be made to the topography of the Premises that either raise or lower grade levels by more than one (1) foot. No soil, loam, rock or mineral resource or natural deposit shall be excavated, dredged or removed from the Premises, no soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever shall be placed, filled, stored or dumped thereon, provided that this Subsection shall not be deemed to prohibit improvements and activities approved under Subsection 6.1 or 6.2, if any, or permitted under Subsection 6.6. The provisions of this Subsection 6.4 shall not be deemed to restrict activities necessary and desirable (i) to preserve or protect the Premises, (ii) to maintain existing trees, lawn, garden or utilities associated with the Premises, (iii) for the planting of trees, shrubs, flowers, herbs or grasses or (iv) related to an approved Archaeology Plan or restoration after archeological activity as provided for in Subsection 6.11.

6.1.5 **Demolition.** Grantor shall not permit or allow to occur, either through positive action or neglect, demolition of the Emery House or Carriage Barn.

6.1.6 **Relocation.** No portion of the Emery House or Carriage Barn shall be moved from its present location unless such moving is required by a taking through eminent domain.

6.1.7 **Signs.** No signs, billboards or other advertising displays shall be placed on, painted onto or affixed to the Emery House or Carriage Barn or the Premises except that, subject to Grantee's prior written approval, Grantor may erect a sign or marker which is appropriate to identifying the historical significance and associations of the Premises. This paragraph shall not prevent Grantor from placing temporary, free-standing signs on the lawn provided such signs are in accordance with local law.

6.1.8 **Use.** Grantor shall not permit any use to be carried on, in or around the Premises that is unlawful, constitutes a nuisance, or which is determined by Grantee to be inconsistent with the intent of this Agreement or to adversely affect the historic significance of the Emery House or Carriage Barn and surrounding landscape. Without limiting the generality of the foregoing, the Premises may be used for a single-family residence, which may include a portion of the Premises for a home professional office for a member of the family in residence, and may also include a guest or rental residential unit at the Carriage Barn provided that such use is permitted by local zoning ordinances. With respect to matters not covered by this Agreement, Grantee shall have the right to operate and use the Premises in such manner as it determines, provided that such operation and use is not inconsistent with the intent of this Agreement.

6.2 **Maintenance.**

6.2.1 **General.** Grantor covenants at all times to maintain the Emery House or Carriage Barn and the Premises in good and sound state of repair in order to prevent the deterioration or destruction through alteration or neglect of Protected Features.

6.2.2 **Cost of Maintenance.** Grantor shall assume the total cost of continued maintenance, repairs and administration of the Premises in order to preserve the protected architectural and historic features, materials, appearance and workmanship of the Emery House or Carriage Barn. Grantor covenants that it shall indemnify and hold Grantee harmless from and against any such costs. The foregoing shall not prohibit the Grantor from seeking financial assistance for the foregoing purposes from any sources available to it.

6.3 **Compliance with Law.** Nothing contained herein shall be interpreted to authorize or permit the Grantor to violate any law, ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any law, ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee in writing of such conflict and shall cooperate with Grantee and local authorities to accommodate the purposes of both this Agreement and such law, ordinance or regulation. No construction and no other

alteration or change of use or occupancy which would create such conflict, or cause such conflicting law, ordinance or regulation to be applicable to the Thomas Emery House or Carriage Barn or any protected element thereof, shall be undertaken without the prior written approval of Grantee.

- 6.4 **ARCHAEOLOGY.** The conduct of archaeological activities, including without limitation archaeological surveys, excavation for the purpose of archaeology and artifact retrieval may occur only in accordance with an archaeological field investigation plan (the "Archaeology Plan") prepared by or on behalf of the Grantor and approved in advance of such activity in writing by the State Archaeologist of the Massachusetts Historical Commission (or, if Massachusetts General Laws ceases to require approval by the Massachusetts Historical Commission for the perpetual enforceability of historic preservation restrictions, then by the official recognized by Grantee from time to time as having responsibilities for preservation of archaeological resources in the Commonwealth of Massachusetts). Plans for restoration of the site of archaeological activity shall be submitted to Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by Grantee.

7. **INSURANCE.**

- 7.1 **Property.** Grantor, at its sole cost and expense, shall keep the Emery House and Carriage Barn insured for the full replacement value against loss from perils commonly insured under the broadest standard home insurance policy form in use from time to time, including without limitation fire, lightning, wind storm, hail, explosion, damage by vehicles, smoke, vandalism, malicious mischief, weight of ice, snow, or sleet, freezing of plumbing, HVAC or sprinkler systems, and sudden and accidental damage from artificial electrical current explosion, fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Emery House and Carriage Barn without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Premises is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.
- 7.2 **Liability.** Grantor, at its expense, shall carry and maintain at all times general liability insurance with coverage against claims for personal injury, death, and property damage, identifying the Thomas Emery House and Carriage Barn as covered premises, and for not less than one million dollars (\$1,000,000) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. Every policy

required pursuant to this Subsection 7.2 shall name Grantee as an additional insured.

[Notwithstanding anything in this Agreement to the contrary, in the event members of the public, as distinct from specific invitees, are allowed access to the Premises, the following provisions shall apply in lieu of the foregoing provision of this section 7.2:

Liability. Grantor, at its expense, shall carry and maintain at all times commercial general liability coverage identifying the Thomas Emery House and Carriage Barn as covered premises, and with a general aggregate limit of not less than one million dollars (\$1,000,000) per person per year, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. In the event that the use of the Thomas Emery House and Carriage Barn changes such that it is no longer open to the public, Grantor, at its expense, shall subsequently carry and maintain at all times general liability insurance, with coverage against claims for personal injury, death, and property damage, identifying the Thomas Emery House and Carriage Barn as covered premises, and for not less than one million dollars (\$1,000,000) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date of this Agreement. Every policy required pursuant to this Subsection 7.2 shall name Grantee as an additional insured.]

7.3 **Other Requirements.** Every policy required pursuant to this Section 7 shall be issued by an insurance company rated "A" or better by A.M. Best Company or equivalent rating by a comparable rating service, and shall provide for the sending of any and all notices of cancellation by the insurer to Grantee at least twenty (20) days prior to any cancellation taking effect. Grantor shall promptly provide copies of all insurance policies required by this Section and all supplements or endorsements thereto to Grantee.

7.4 **Changes in Practice.** Grantee reserves the right to change the coverage requirements provided under this Section 7 from time to time to reflect changes in the best practices for property and liability coverages for historic houses in New England provided Grantee first gives Grantor thirty (30) days advance notice of any such change.

8. **CASUALTY DAMAGE.**

8.1 **Notice.** In the event that the Thomas Emery House or Carriage Barn or any portion thereof is damaged or destroyed, Grantor shall notify Grantee in writing within seven (7) days of the damage or destruction, and such notification shall identify what, if any, emergency protective work has already been completed.

8.2 **Restoration.** No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Emery House, Carriage Barn,

and the Protected Features and that necessary to protect public safety shall be undertaken by Grantor without Grantee's prior written approval of the restorative work. Except as set forth in this Section, in the event of any casualty damage (as hereinafter defined), (a) Grantor shall submit to Grantee a proposal in accordance with Section 14 of this Agreement for Grantee's approval to restore the Emery House or Carriage Barn using similar materials, workmanship and design and in a manner which shall protect those Protected Features which have not been totally destroyed, and (b) Grantor shall then restore the Emery House or Carriage Barn in accordance with such proposal as Grantee has approved.

8.3 **Substantial Casualty.** Notwithstanding any other provision of this Agreement to the contrary, in the event of substantial casualty damage to the Emery House or Carriage Barn, Grantor may request the approval of Grantee not to restore the Thomas Emery House or Carriage Barn pursuant to this Agreement. If Grantee determines that the extent or nature of such casualty damage would prevent restoration in a manner which would protect the remaining Protected Features, then Grantee may grant such approval and Grantor may elect not to restore the Emery House or Carriage Barn pursuant to this Agreement. In the event of such approval not to restore, before any remaining portion of the Emery House or Carriage Barn is relocated or otherwise altered, Grantor shall allow Grantee to enter onto and into the Premises for the purpose of choosing and removing for posterity any such Protected Features, or portions thereof, together with the materials in which such features are set, that Grantee desires to salvage.

8.4 **Damage Defined.** For the purposes of this Agreement casualty damage shall be defined as such sudden damage or loss which would qualify for a loss deduction pursuant to Section 165(c)(3) of the Internal Revenue Code (construed without regard to the legal status, trade, or business of the Grantor or any applicable dollar limitations).

9. **CONDEMNATION.** If the Premises, or any substantial portion thereof, shall be made the subject of a procedure threatening a taking through eminent domain, or if Grantor shall receive notice from a governmental authority of the intent to institute such proceeding, Grantee shall immediately be given notice thereof by Grantor. Grantee shall have the right to enter its name as an additional party in eminent domain proceedings, pursuant to Massachusetts General Laws, Chapter 79, Section 5A, but shall not have the right to any monetary award which would diminish the award to be made to Grantor resulting from such taking. In the event of such taking, Grantee shall have the right to enter onto and into the Premises (or portion thereof subject to such taking) for the purpose of choosing and removing for posterity any Protected Features, or portions thereof, together with the materials in which such features are set, that Grantee desires to salvage, prior to the effective date of such taking.

10. **TAXES.** Grantor shall pay on or before the due date all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges which may become a lien on the Premises.
11. **INDEMNIFICATION.** Grantor shall indemnify, defend with counsel acceptable to Grantee, and hold Grantee and/or its agents, contractors, officers, employees, boards and others acting by and through Grantee harmless from and against any claims, liability, costs, damages, losses, expenditures, attorneys' fees, judgments or expenses to Grantee its agents, contractors, officers, employees, boards and others acting by and through Grantee arising out of or in connection with, not in limitation: injury to or death of any person on or about the Premises; arising out of or in connection with this Agreement; physical damage to the Premises; the presence or release in, on, or about the Premises, at any time, of any hazardous, toxic, polluting or contaminating material or substance; or other injury or damage occurring on or about the Premises. If Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity until discharged shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien, provided, however, that nothing contained herein shall jeopardize the priority of any recorded first priority mortgage given in connection with a promissory note secured by the Premises.
12. **INSPECTION.** Grantee may inspect the Premises at least annually to ensure that the Grantor is in compliance with the preservation restrictions hereby imposed. In addition, Grantee may inspect the Premises more frequently during periods of repair, renovation or reconstruction as Grantee deems appropriate for the nature of the work being conducted. Grantor agrees to grant Grantee free access to all areas of the Premises. Such inspections shall be made at reasonable hours and only after prior notice to the Grantor. This right of inspection shall be assignable by Grantee to any governmental body or qualified non-profit entity whose purposes include preservation of structures or sites of historic or aesthetic significance. The failure of Grantee to exercise this right of inspection for any period of time, however, shall under no circumstances be construed as a waiver of such right.
13. **WRITTEN APPROVAL.**
 - 13.1 **Approval.** Whenever Grantor desires to undertake any activity which, by the terms of this Agreement, is not to be undertaken without Grantee's approval, Grantor shall first deliver to Grantee a written request for approval, describing the specific activity proposed (including, but not limited to, the nature, scope, schedule, budget and, if applicable, materials, design and location thereof, and by whom the activity will be performed) in sufficient detail as determined by Grantee to enable it to evaluate the proposed activity and the potential effect thereof upon the features and interests protected by this Agreement (a "Request for Approval"). Grantor shall supplement the written Request for Approval with any and all supplementary documentation, including, but not limited to, architectural drawings, site plans, photos or digital images, as Grantee determines are

necessary to fully describe the proposed activity for the purposes of this Section 13. In exercising its discretion, Grantee shall apply standards that it establishes from time to time of general applicability to similar historic properties on which it holds preservation restrictions. Approval by Grantee for any such activity shall be in recordable form, executed and acknowledged by any one or more of the President, Treasurer, Director or such officer or officers who may succeed to their responsibilities under other titles.

13.2 Waiver; Other Approval. Grantee may, in its sole discretion, waive the submittal of a Request for Approval or the issuance of a recordable approval, or both, for any activity described in Section 5. Notwithstanding any other provision of this Agreement to the contrary, Grantee may, in its sole discretion, grant written approval for any other activity by Grantor which is restricted by any provision of this Agreement in addition to those activities which are not to be undertaken without approval by Grantee, but only in accordance with the procedures set forth in Subsection 13.1.

13.3 Timing. Grantee shall grant or deny its approval for such proposed activity not later than sixty (60) days after the later of the date (i) Grantee has received a Request for Approval or (ii) Grantee either inspects the Premises, as mutually and reasonably agreed upon by Grantee and Grantor, for the purpose of evaluating such proposal or delivers to a Grantor a written waiver of such inspection. If Grantee does not give the Grantor a written request for such inspection within sixty (60) days after Grantee has received a Request for Approval, Grantee shall be deemed to have waived such inspection for such proposal. The provisions of this Subsection 13.3 shall not apply to any proposed activity that is prohibited by the terms of this Agreement.

13.4 Conditions. Grantee may approve or deny all or any portion of the activity set forth in a Request for Approval, or grant its approval subject to conditions, or any combination thereof. Such conditions may include the expiration of such approval to activity conducted within a certain period of time or prior to conveyance of the Premises. If an activity is conditionally approved, such activity shall not be undertaken except in compliance with such condition(s) and the failure to conform to such condition(s) shall be a breach of this Agreement. Approval as to any activity shall under no circumstances be construed to waive the requirement for approval for any other activity or for a duplication of the same activity at a later time or affecting any other portion of the Premises.

14. DISPUTE RESOLUTION.

14.1 Submittal. Grantor agrees that if any dispute shall arise between it and Grantee concerning the terms or conditions of this Agreement or their application in any instance, Grantor and Grantee shall, submit such dispute for resolution by arbitration in Boston, Massachusetts, by the American Arbitration Association, its

successor, or other arbitral forum as mutually agreed by Grantor and Grantee (the "Arbitration Association"), and such arbitration shall be submitted, commenced, held and determined in accordance with the Commercial rules and regulations of the Arbitration Association, as hereby modified. The provisions of this Section 14 shall not, however, limit the provisions of Section 15, and if Grantor shall submit any such dispute to arbitration as aforesaid and Grantee shall elect to seek injunctive relief or otherwise litigate the subject matter of such dispute, Grantee shall give notice of such election to the Arbitration Association. In such circumstances, the arbitration shall be recessed or adjourned if the outcome of the action brought by Grantee may render the arbitration moot. Once arbitrated, the decision of arbitration shall be binding and enforceable in any court of competent jurisdiction, subject to Subsection 15.2 hereof.

- 14.2 Appointment and Procedure.** In the arbitration of any dispute involving Sections 2, 3, 4, 5, 7, 8, 9 or 17.1 hereof, all arbiters shall have a bachelor's or graduate degree in architecture, art history or historic preservation and at least ten (10) years' experience in the field of preservation of historically significant structures or artifacts. Each party shall nominate a qualified arbiter by notice to the Arbitration Association and the other party within thirty (30) days of the initial demand for arbitration, describing such qualifications. All challenges to a proposed arbiter's qualifications shall be submitted to the Arbitration Association within ten (10) days thereafter and all such challenges shall be decided by the Arbitration Association. The two (2) arbiters appointed by the parties shall name a third neutral arbiter within ten (10) days after such challenge period expires. Within thirty (30) days of the appointment of the third arbiter, the panel of arbiters shall take evidence and argument and close the hearing, and they shall decide the matter and issue their decision within thirty (30) days after close of the hearing. Without limiting the generality of this Section, the fees and expenses of arbitration charged by the Arbitration Association shall be borne equally between Grantee and Grantor unless the arbiters determine that some other division shall under the circumstances be more equitable and such determination of the arbiters shall be conclusive and binding upon the parties. Notwithstanding anything to the contrary in this Subsection 14.2, if Grantor shall fail to name a qualified arbiter in the time allotted, there will be only one arbiter, appointed by Grantee.
- 14.3 Communications.** The provisions of this Subsection 14.3 shall not limit the generality of any other provision of this Agreement. If Grantee elects to give Grantor written notice that Grantor has failed to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed (a "Violation Letter"), Grantor may respond in writing within thirty (30) days of the giving of such notice, disputing the existence of such failure and demanding arbitration thereof (an "Objection Letter"). Grantee may record notice of such Violation Letter with the Registry. Notwithstanding the provisions of Subsection 14.1, Grantor may not thereafter demand arbitration of the subject matter of the Violation Letter unless Grantor's Objection Letter

includes such demand for arbitration. If Grantor does not timely deliver an Objection Letter to Grantee, Grantor shall conclusively be deemed to agree with the contents of the Violation Letter and to waive all right thereafter to dispute the existence of such failure. If an arbitration finds that the failure that is the subject of a Violation Letter does not exist, the arbitrators may require Grantee to record with the Registry a rescission or extinguishment of any notice of such Violation Letter recorded with the Registry. Whether or not Grantor delivers an Objection Letter to Grantee, if the activity that gave rise to the Violation Letter remains in progress, Grantor shall immediately cease such activity.

15. ENFORCEMENT.

- 15.1 **General.** If Grantor shall fail to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed, Grantor acknowledges that such a failure will cause Grantee irreparable harm, and Grantee shall have the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (Grantor agreeing that Grantee has no adequate remedy at law if Grantor shall fail to perform or observe any restriction, agreement or condition contained in this Agreement). The foregoing shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee.
- 15.2 **Venue and Jurisdiction.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Grantor hereby irrevocably consents and agrees that any legal action, suit or proceeding arising out of or in any way in connection with this Agreement may be instituted or brought in a court of appropriate jurisdiction in the Commonwealth of Massachusetts, or in the courts of any other jurisdiction wherein Grantee's business office(s) may be located, as Grantee may elect. By execution and delivery of this Agreement, Grantor irrevocably accepts and submits to the non-exclusive jurisdiction of any such court and to service of any summons, complaint and/or legal process by registered or certified United States mail, postage prepaid, to Grantor at the Premises, such method of service to constitute, in every respect, sufficient and effective service of process in any legal action or proceeding. The parties shall not seek a trial by jury in any lawsuit, proceeding, counterclaim or any litigation procedure based upon or arising out of this Agreement or the dealings or the relationship between Grantee and Grantor, or any person claiming by, through or under Grantor.
- 15.3 **Self Help.** If Grantor shall fail to perform or observe any restriction, agreement or condition in this Agreement contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default within seven (7) days after notice from Grantee specifying the failure, Grantee may, at its option, without waiving any other remedy or any claim for damages for breach of

this Agreement, at any time thereafter apply for and obtain in its own name or in Grantor's name such permits and approvals as may be necessary to cure such failure, enter upon the Premises, and cure such failure for the account of Grantor, and any amount paid or any contractual liability incurred by Grantee in so doing shall be deemed paid or incurred for the account of Grantor, Grantor agreeing to reimburse Grantee promptly therefor and save Grantee harmless therefrom. Grantee may cure any such failure as aforesaid prior to the expiration of said waiting period, but after notice to Grantor, if the curing of such failure prior to the expiration of said waiting period is reasonably necessary to protect the Premises or any Protected Features. Without limiting the generality of this Subsection 15.3, Grantor's obligation to reimburse Grantee as aforesaid shall be entitled to the status of a contract pursuant to Massachusetts General Laws, Chapter 254, as amended from time to time (sometimes known as the Mechanics' Lien Law) and in order to cause this Agreement to constitute a Notice of Contract or such other notice as is necessary to afford Grantee the right to file a claim pursuant thereto, notice is hereby given that by virtue of this Agreement between Grantor and Grantee, as contractor for the purposes of this Subsection 15.3, Grantee may furnish labor and material or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building, structure, or other improvement on the Premises as set forth in this Section.

- 15.4 Costs and Expenses.** Grantor shall indemnify and hold harmless Grantee, and shall pay to Grantee on demand, all costs and expenses, including but without limitation attorneys' disbursements and fees, incurred by Grantee in connection with enforcement of this Agreement. If Grantor is required pursuant to this Agreement to pay a sum of money to Grantee, the obligation to pay such sum constitutes a lien upon the Premises for the amount of such sum until it is paid, and if Grantor shall fail to pay all or any portion of such sum within thirty (30) days of Grantee's written demand therefor, Grantor shall also pay to Grantee interest on the unpaid amount an annual rate equal to the lesser of five percent (5%) or the judgment interest rate then in effect under the laws of the Commonwealth of Massachusetts.
- 15.5 Mortgage Protection.** Any lien which may arise pursuant to this Section 15 shall be subject and subordinate to a first mortgage of record held by a bank, saving and loan association, trust company, credit union, insurance company, pension fund or other institutional lender to the extent of the principal amount secured by such mortgage and disbursed as of the date such notice of lien is recorded.
- 15.6 No Waiver.** Failure of Grantee to complain of any act or omission on the part of Grantor, no matter how long the same may continue, shall not be deemed to be a waiver by Grantee of any of its rights hereunder. No waiver by Grantee at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. No waiver

by Grantee at any time of the requirements for submittal of a Request for Approval or issuance of a recordable approval, pursuant to Subsection 13.2, for an activity described under Section 5 shall be deemed a waiver of such requirements as to such activity at any other time or as to any other activity. No payment by Grantor or acceptance by Grantee of a lesser amount than shall be due from Grantor to Grantee shall be deemed to be anything but payment on account, and the acceptance by Grantee of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying such check that such lesser amount is payment in full shall not be deemed an accord and satisfaction, and Grantee may accept such check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Grantee may have under this Agreement or by operation of law, either at law or in equity, upon any breach shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by Grantee or not, shall be deemed to be in exclusion of other, any two or more or all of such rights and remedies being exercisable at the same time.

- 15.7 Estoppel Certificate.** Grantee agrees to deliver to Grantor and/or to any holder of a mortgage on the Premises identified by Grantor a statement to Grantee's knowledge whether Grantor is in compliance with this Agreement, not later than thirty (30) days after the later of the date (i) Grantee has received a written request for such statement from Grantor, or (ii) Grantee either inspects the Premises, as mutually and reasonably agreed upon by Grantee and Grantor, for the purpose of responding to such request or delivers to a Grantor a written waiver of such inspection. If Grantee does not give the Grantor a written request for such inspection within fifteen (15) days after Grantee has received such request from Grantor, Grantee shall be deemed to have waived such inspection for such request.
- 16. EXTINGUISHMENT.** Grantor and Grantee acknowledge the possibility that circumstances may arise in the future to render the purpose of this Agreement impossible to accomplish. In addition, both parties recognize that the possibility of condemnation and casualty always exists. In the event such circumstances do in fact arise, the parties agree that those provisions of this Agreement which are rendered impossible of performance by such circumstances, condemnation or casualty, may be extinguished by judicial proceedings in a court of competent jurisdiction and in compliance with the applicable requirements of Massachusetts General Laws chapter 184, section 32, as it may be amended from time to time, including approvals by the City of Newburyport and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest. All other provisions of this Agreement shall remain in full force and effect unless and until this Agreement is terminated or extinguished in compliance with said requirements.

17. **TRANSFERS.**

- 17.1 **Subdivision and Leasing.** The Premises shall not be subdivided for conveyance or lease, provided that this Section shall not be deemed to prohibit the leasing of the Thomas Emery House or Carriage Barn for uses permitted by this Agreement. For the purposes of this Agreement, the definition of "to subdivide" shall include to cause any portion of the land less than the entirety thereof to be divided, conveyed or made conveyable as a distinct parcel apart from the remainder of the land, including, to submit a plan which shows the land as other than one unitary lot for the preliminary or final approval or endorsement of any governmental authority for such a division, or to cause any such plan (whether or not approved or endorsed by a governmental authority) to be filed or recorded with any land records office or registry. Any lease or occupancy agreement of the Premises or any portion thereof shall be in writing and shall include the following notice in capitalized letters: "This Lease is subject to a Preservation Restriction Agreement granted to the Society for the Preservation of New England Antiquities D. B.A. Historic New England, a copy of which is attached hereto, which substantially restricts construction, alteration and other modifications to protected features inside and outside the Premises subject to this Lease. Notwithstanding any other provision of this Lease, no such activity shall be undertaken without prior review of such restrictions and strict compliance therewith. Any failure to comply with such restrictions may, at Landlord's sole discretion, be deemed a default under this Lease."
- 17.2 **Insertion in Subsequent Instruments.** Grantor shall insert a reference to this Agreement, such reference to include Registry book and page number of this Agreement, into any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises. Concurrently, with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of same. Failure by Grantor to comply with the requirements of this Subsection 16.2 shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.
- 17.3 **Written Acceptance.** Before taking legal possession of the Premises or any portion thereof, each new Grantor of the Premises shall indicate its acceptance of these preservation restrictions contained herein by a letter to Grantee. Such acceptance shall include a promise to maintain at all times and in good condition, the significant historical, architectural, scenic and environmental characteristics of the Premises covered by these restrictions. Failure by any new Grantor to so indicate, and failure by Grantee to demand such indication, shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.
- 17.4 **Restrictions Run with the Land.** Notwithstanding anything to the contrary contained in Section 15 above, the burden of this Agreement shall constitute a binding servitude, shall run with the land in perpetuity and thus not subject to the

limitations on the enforceability of restrictions in G.L. c. 184, §§31-33, and, in any event, shall bind and run with the Property for a period of no less than ninety-nine (99) years from the recording hereof.

- 17.5 **Assignment.** All of the rights and restrictions enforceable by Grantee pursuant to this Agreement shall be assignable by Grantee for preservation purposes only and without consideration, to any governmental body or any entity described in Section 170(b)(1)(A) of the Internal Revenue Code of 1986 as amended whose purposes include preservation of structures or sites of historic or architectural significance in perpetuity. Any such non-governmental entity must also be qualified to hold preservation restrictions under Massachusetts General Law, Chapter 184, Section 32.
18. **NOTICES.** Every notice, request, demand, consent, waiver or other communication which either party hereto may be required to give to the other party pursuant to this Agreement, shall be in writing and shall be given either by postage prepaid registered or certified U.S. mail with return receipt requested or by a national overnight delivery service with acknowledgment of receipt required--if to Grantor, then to Grantor at the Premises, and if to Grantee, then to the Historic New England Preservation Easement Program, Historic New England, 185 Lyman Street, Waltham, Massachusetts 02452-5645. Each party may change its address set forth herein by written notice to such effect to the other party. Such notice, etc., shall be deemed given as of the sooner of the date of signed receipt or the date when delivery was first attempted.
19. **SUBORDINATION OF PRIOR INTERESTS.**
- 19.1 **Prior Liens.** Grantor represents and warrants to Grantee that the Premises are subject to no mortgages, liens, leases, restrictions, easements or encumbrances prior in right to this Agreement other than those as set forth more particularly in Exhibit E attached hereto.
- 19.2 **Homestead.** Each of the individuals who constitute Grantor hereby subordinates all of his rights of homestead and of any and all of his beneficiaries, affirms under the penalties of perjury that there is no person entitled to claim the benefit of homestead rights in the Premises other than Kemble Widmer and Elizabeth Widmer.
20. **MISCELLANEOUS.** The following provisions in this Section 20 shall govern the effectiveness, interpretation and duration of this Agreement:
- 20.1 **Counterparts.** This Agreement, with all exhibits hereto, is executed in three (3) identical counterparts. After execution hereof, one (1) such counterpart shall be held by each of Grantor and Grantee, and one (1) such counterpart shall be recorded immediately at the Registry.

- 20.2 **Strict Construction.** Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this Agreement, and this Agreement shall be interpreted broadly to effect its purposes, and the restrictions herein contained.
- 20.3 **Grantor.** This Agreement shall extend to and be binding upon the Grantor, and all persons hereafter claiming under or through the party executing this Agreement as "Grantor" and all successors in title to the Premises, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this Agreement or have an interest in the Premises at the time of execution of this Agreement or thereafter. A person who ceases to hold title to the Premises after having been a Grantor shall cease to have any liability hereunder to Grantee except that such person shall remain jointly and severally liable with the successors as Grantor for any monetary liability hereunder to Grantee that accrued during the time of such person's ownership.
- 20.4 **Amendment.** For purposes of furthering the preservation of the Thomas Emery House and Carriage Barn and of furthering the other purposes of this Agreement, and of meeting changing conditions, Grantor and Grantee are free to amend jointly the terms of this Agreement in writing in accordance with the requirements of Massachusetts General Laws, Chapter 184, Sections 31-33, and such amendment shall become effective upon recording at the Registry.
- 20.5 **Validity of Agreement.** This Agreement is made pursuant to Massachusetts General Laws, Chapter 184, Sections 31-33, but the invalidity of such statutes or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their heirs, successors, administrators and assigns in perpetuity to each clause of this Agreement whether it be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto. This Agreement may be re-recorded at any time by any person if the effect of such re-recording is to make more certain enforcement of this Agreement or any part thereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any ancillary or supplementary agreement relating to the subject matter herein.
- 20.6 **Captions.** The captions used as headings for the various Sections and Subsections of this Agreement are used only as matter of convenience for reference, and are not to be considered a part of this Agreement or used in determining the intent of the parties to this Agreement.
- 20.7 **No Warranty.** The approval by Grantee of any action by Grantor, including without limitation, the approval of the design of any alteration or construction, shall not constitute a warranty, representation or acknowledgment that any action

taken in conformity with such approval shall comply with any law, regulation, order, ordinance, code or by-law or shall be suitable for any particular purpose, and Grantor shall be solely responsible for its own actions.

- 20.8 **Time.** Where a specific number of days are stated for an activity to occur, time is of the essence. If any act required under this Agreement becomes due on a Saturday, Sunday or legal holiday in the Commonwealth of Massachusetts, then such act shall be due on the immediate following business day.
- 20.9 **Grantee's Use of Information.** During inspection of the Property and at other times reasonably agreed upon by the Grantor, including preparation of the baseline documentation, Grantee may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the Property and may use such images and materials to promote the easement program and otherwise in support of its educational and charitable purposes, including reproduction in magazines, newsletters, or other publicly available publications.
- 20.10 **Notice from Government Authorities.** Except as expressly indicated in this Agreement otherwise, Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first written above.

WITNESS

SOCIETY FOR THE PRESERVATION
OF NEW ENGLAND ANTIQUITIES
D.B.A. HISTORIC NEW ENGLAND

Carl R. Nold, President and CEO

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ___ day of _____, 2020, before me, the undersigned notary public, personally appeared Carl R. Nold, President and CEO, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President and CEO of Historic New England, a corporation.

Notary Public

My commission expires:

WITNESS

SOCIETY FOR THE PRESERVATION
OF NEW ENGLAND ANTIQUITIES
D.B.A. HISTORIC NEW ENGLAND

Randy J. Parker, Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ___ day of _____, 2020, before me, the undersigned notary public, personally appeared Randy J. Parker, Treasurer, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of Historic New England, a corporation.

Notary Public

My commission expires:

WITNESS

GRANTOR

Kemble Widmer II, Trustee
The Kemble Widmer II Revocable Trust

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

On this ___ day of _____, 2020, before me, the undersigned notary public, personally appeared Kemble Widmer II, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**Thomas Emery House
272 High Street
Newburyport, Massachusetts**

The undersigned Mayor of the City of Newburyport, Massachusetts hereby certify that the foregoing Preservation Restrictions on the premises, with all improvements there, shown as Lot 1 on a plan entitled "272 High Street Subdivision" dated November 17, 1999, and prepared by Riverside Engineering Services, said plan being duly recorded with Essex South Registry of Deeds in Plan Book 339, Plan 74, and being more particularly described in that certain Deed, recorded with the Registry in Book 24960, Page 588, known as the Thomas Emery House, so called, located at 272 High Street, Newburyport, Massachusetts and owned by the Kemble Widmer II Revocable Trust of Newburyport, Massachusetts have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

In approving these restrictions, the City of Newburyport assumes no responsibility, nor accepts any liability for enforcement.

Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Essex ss.

On this ___ day of _____, 2020, before me, the undersigned notary public, personally appeared Donna D. Holaday, Mayor, to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Newburyport.

Notary Public

My commission expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

Thomas Emery House, 272 High Street, Newburyport, Massachusetts

The undersigned Clerk of the City of Newburyport, Massachusetts, hereby certifies that the foregoing Preservation Restrictions granted by the Kemble Widmer II Revocable Trust to the Society for the Preservation of New England Antiquities D.B.A. Historic New England on the Thomas Emery House located at 272 High Street, Newburyport, Massachusetts, consisting of approximately 0.27 acres of land, with all improvements thereon, shown as Lot 1 on a plan entitled "272 High Street Subdivision" dated November 17, 1999, and prepared by Riverside Engineering Services, said plan being duly recorded with Essex South Registry of Deeds in Plan Book 339, Plan 74, and being more particularly described in that certain Deed recorded with the Registry in Book 24960, Page 588, have been approved by the City Council of the City of Newburyport by a vote of ____ in favor and ____ opposed at its regularly scheduled meeting that was held on _____, _____, 2020, pursuant to Massachusetts General Laws, Chapter 184, Section 32.

In approving these restrictions, the City of Newburyport assumes no responsibility, nor any liability for enforcement.

Richard Burke Jones
City Clerk
City of Newburyport

COMMONWEALTH OF MASSACHUSETTS
County of Essex, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared Richard Burke Jones, City Clerk, City of Newburyport, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as City Clerk of the City of Newburyport.

Notary Public

My commission expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**THOMAS EMERY HOUSE
272 HIGH STREET
NEWBURYPORT, MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing preservation restrictions on the premises, with all improvements there, shown as Lot 1 on a plan entitled "272 High Street Subdivision" dated November 17, 1999, and prepared by Riverside Engineering Services, said plan being duly recorded with Essex South Registry of Deeds in Plan Book 339, Plan 74, and being more particularly described in that certain Deed, recorded with the Registry in Book 24960, Page 588, known as the Thomas Emery House, located at 272 High Street, Newburyport, Massachusetts, have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Brona Simon, Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this ___ day of _____, 2020, before me, the undersigned notary public, personally appeared Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Executive Director and Clerk for the Massachusetts Historical Commission.

Notary Public

My commission expires:



HISTORIC NEW ENGLAND

Defining the past. Shaping the future.

Lyman Estate, The Vale
185 Lyman Street
Waltham, MA 02452-5645
617-994-6640
www.HistoricNewEngland.org

Mr. Richard Burke Jones
City Clerk's Office
60 Pleasant Street
Newburyport, MA 01950

Re: Thomas Emery House, 272 High Street, Newburyport, Massachusetts

Dear Mr. Jones:

I am writing on behalf of Historic New England to request the city of Newburyport's approval of the enclosed preservation restrictions for the Thomas Emery House located at 272 High Street in Newburyport and owned by Kemble Widmer. As provided for under MGL Chapter 184, Section 32, with City Council and Commonwealth approval (the Massachusetts Historical Commission has reviewed this document and is prepared to formally approve it) this private preservation effort will be rendered perpetual, making future re-recording of the legal documents unnecessary.

Under Historic New England's restrictions, the significant exterior and interior architectural features of the Emery House will be protected against alteration, neglect and demolition. In approving this restriction, the Town of Newburyport assumes no responsibility, nor accepts any liability for enforcement.

It is Historic New England's hope to appear before the City Council at the currently scheduled September 29 meeting. We would like to present the background of this restriction and answer any questions the Council may have prior to a vote on approval of the restrictions. This restriction has been approved by the Massachusetts Historical Commission under its authority contained in the same statute, Chapter 184, Section 32, pending your approval. A copy of the Preservation Restriction Agreement is attached for your consideration, along with a DRAFT of the Approval we are seeking from you.

Please do not hesitate to contact me with any questions at dpeacock@historicnewengland.org or (617) 994-6643 and thank you for your consideration.

Sincerely,

Dylan Peacock
Senior Preservation Services Manager

encl. – Preservation Restriction Agreement & City Approval Form

Committee Items-October 13, 2020

Public Safety

In Committee:

APPL010_03_09_2020

APPL011_03_09_2020

Witches' Night Out - 10/23/2020

Downtown Trick or Treat - 10/30/2020

PS

APPL010_03_09_2020



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
60 Pleasant Street, Newburyport, MA 01950
O: 978-462-6680 F: 978-465-4145
2020 MAR -3 PM 3:46

www.newburyportchamber.org
info@newburyportchamber.org

Friday, January 24, 2020

Newburyport City Council
60 Pleasant Street
Newburyport, MA 01950

Dear Council President Eigerman and Members of the Newburyport City Council:

The Greater Newburyport Chamber of Commerce & Industry (GNCCI) kindly requests the use of downtown streets for the following GNCCI sponsored events:

- Witches' Night Out: Friday, October 23, 2020 from 6:00PM – 9:00PM

The Greater Newburyport Chamber makes every effort, in conjunction with Mayor Donna Holaday, city departments, and our members, to promote the City of Newburyport and Greater Newburyport area as a unique destination for its shopping, dining, arts & culture, and natural resources. The GNCCI, through events such as this, seeks to help promote the City of Newburyport by attracting visitors to the area, increasing foot traffic, encouraging return visits, and offering events to promote shopping locally for residents.

Witches' Night Out: A favorite of the Chamber's retail committee, this annual adult-friendly event mimics an Invitation night but with a Halloween theme. The goal of this event is to stimulate downtown foot traffic and encourage spending in the City of Newburyport on Friday, October 23, 2020 from 6:00PM – 9:00PM. Attendees walk along the downtown shops, restaurants, and cafes and are encouraged to dress in Halloween attire. No vendors will be setup and street closure is *not* required. This is simply an increase in typical foot traffic.

Sincerely,

Elisabeth Hurley
Membership Development
Greater Newburyport Chamber of Commerce & Industry

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT: Witches' Night Out

Date: Friday, October 23, 2020 Time: from 6:00PM to 9:00PM

Rain Date: _____ Time: from _____ to _____

2. Location*: Increased number of shoppers walking downtown from shop to shop esp. State, Pleasant, Inn, and Water Streets
*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: _____ Public Yes Private _____

4. Name of Organizer: Greater Newburyport Chamber of Commerce City Sponsored Event: Yes _____ No No

Contact Person Elisabeth Hurley

Address: 38R Merrimac Street, Newburyport Telephone: 978-462-6680

E-Mail: ehurley@newburyportchamber.org Cell Phone: _____

Day of Event Contact & Phone: Same as above 508-212-8289

5. Number of Attendees Expected: 150

6. MA Tax Number: 83-2884007

7. Is the Event Being Advertised? Yes Where? Social Media, E-Newsletters, Daily News Press Release, Flyers

8. What Age Group is the Event Targeted to? Adults, especially women 40-60

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No _____, Who? _____
If approved, we notify abutting residents and businesses

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments None

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

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

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

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

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

If no: None

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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

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

4. Date of Event: _____ Expected Number of Participants: _____

5. Start Time: _____ Expected End Time: _____

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

7. Locations of Water Stops (if any): _____

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

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

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

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

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF Dep STB 1/28/20 0 Greenleaf St.

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

DEPARTMENT APPROVAL (for Committee Member use only):

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

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

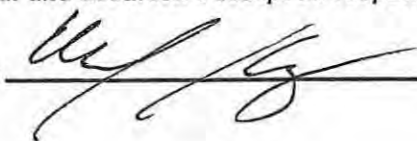
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance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

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

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

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

Signed: _____



Date: _____

01/27/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2019

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

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


PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Alex Campbell PHONE (A/C, No, Ext): (800) 333-7234 E-MAIL ADDRESS: acampbell@easterninsurance.com FAX (A/C, No): 781-586-8244																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Company</td> <td></td> <td>18058</td> </tr> <tr> <td>INSURER B: NorGuard</td> <td></td> <td>31470</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Philadelphia Insurance Company		18058	INSURER B: NorGuard		31470	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Greater Newburyport Chamber of Commerce & Industry Inc DBA: Newburyport Chamber of Commerce 38 R Merrimac Street Newburyport MA 01950																					

COVERAGES CERTIFICATE NUMBER: 19 GL WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1998920	8/5/2019	8/5/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	GRWC085162	4/23/2019	4/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		N/A					E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NON-PROFIT ORGANIZATION
CITY OF NEWBURYPORT IS RECOGNIZED AS ADDITIONAL INSURED FOR GENERAL LIABILITY.

CERTIFICATE HOLDER CITY OF NEWBURYPORT 60 PLEASANT STREET NEWBURYPORT, MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Koegel/KH3 
---	---

PS

APPL011_03_09_2020



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
38R Merrimack Street, Newburyport, MA 01950
O: 978-462-6680 F: 978-465-4145
2020 MAR -3 PM 3:46

www.newburyportchamber.org
info@newburyportchamber.org

Friday, January 24, 2020

Newburyport City Council
60 Pleasant Street
Newburyport, MA 01950

Dear Council President Eigerman and Members of the Newburyport City Council:

The Greater Newburyport Chamber of Commerce & Industry (GNCCI) kindly requests the use of downtown streets for the following GNCCI sponsored events:

- Downtown Trick or Treat: Friday, October 30, 2020 from 4:00PM – 5:00PM

The Greater Newburyport Chamber makes every effort, in conjunction with Mayor Donna Holaday, city departments, and our members, to promote the City of Newburyport and Greater Newburyport area as a unique destination for its shopping, dining, arts & culture, and natural resources. The GNCCI, through events such as this, seeks to help promote the City of Newburyport by attracting visitors to the area, increasing foot traffic, encouraging return visits, and offering events to promote shopping locally for residents.

Downtown Trick or Treat: This event was also created by the Chamber's retail committee and is targeted towards the City's youngest residents. On the Friday before Halloween, October 30, 2020, young children in costume accompanied by an adult are encouraged to visit downtown Newburyport and the Tannery from 4:00PM – 5:00PM. Chamber members provide treats to children in costume. This event is free and open to the public. No vendors will be setup and street closure is *not* required. This is simply an increase in typical foot traffic.

Sincerely,

Elisabeth Hurley
Membership Development
Greater Newburyport Chamber of Commerce & Industry

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

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

NAME OF EVENT: Downtown Trick or Treat

Date: Friday, October 30, 2020 Time: from 4:00PM to 5:00PM

Rain Date: _____ Time: from _____ to _____

2. Location*: Increased number of people downtown from shop to shop esp. State, Pleasant, Inn, and Water Streets
*Please Note: If the location is a public park or the rail trail, please also contact the Parks Department

3. Description of Property: _____ Public Yes Private

4. Name of Organizer: Greater Newburyport Chamber of Commerce City Sponsored Event: Yes No

Contact Person Elisabeth Hurley

Address: 38R Merrimac Street, Newburyport Telephone: 978-462-6680

E-Mail: ehurley@newburyportchamber.org Cell Phone: _____

Day of Event Contact & Phone: Same as above 508-212-8289

5. Number of Attendees Expected: 250

6. MA Tax Number: 83-2884007

7. Is the Event Being Advertised? Yes _____ Where? Social Media, E-Newsletters, Daily News Press Release, Flyers

8. What Age Group is the Event Targeted to? Local families

9. Have You Notified Neighborhood Groups or Abutters? Yes No , Who? _____
If approved, we notify abutting residents and businesses

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments None

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

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

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

Name of Carnival Operator: _____

Address: _____

Telephone: _____

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

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

If yes:

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

If no: None

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

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

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

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE _____

ROAD RACE _____

WALKATHON _____

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

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

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

4. Date of Event: _____ Expected Number of Participants: _____
5. Start Time: _____ Expected End Time: _____
6. Road Race, Parade or Walkathon Route: (List street names & **attach map of route**): _____

7. Locations of Water Stops (if any): _____
8. Will Detours for Motor Vehicles Be Required? _____ If so, where? _____
9. Formation Location & Time for Participants: _____
10. Dismissal Location & Time for Participants: _____
11. Additional Parade Information:
 - Number of Floats: _____
 - Locations of Viewing Stations: _____
 - Are Weapons Being Carried: Yes ___ No ___
 - Are Marshalls Being Assigned to Keep Parade Moving: Yes ___ No ___

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

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

DEPARTMENT APPROVAL (for Committee Member use only):

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

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

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

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

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

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

(c) *Definitions.*

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

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

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

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

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

(d) *Limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Enforcement.*

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

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

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

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

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

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

Signed: _____

Date: _____

01/27/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2019

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Alex Campbell	
	PHONE (A/C, No, Ext): (800) 333-7234 FAX (A/C, No): 781-586-8244 E-MAIL ADDRESS: acampbell@easterninsurance.com	
INSURED Greater Newburyport Chamber of Commerce & Industry Inc DBA: Newburyport Chamber of Commerce 38 R Merrimac Street Newburyport MA 01950	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	18058
	INSURER B: NorGuard	31470
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 19 GL WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1998920	8/5/2019	8/5/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	GRWC085162	4/23/2019	4/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NON-PROFIT ORGANIZATION
CITY OF NEWBURYPORT IS RECOGNIZED AS ADDITIONAL INSURED FOR GENERAL LIABILITY.

CITY OF NEWBURYPORT 60 PLEASANT STREET NEWBURYPORT, MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Koegel/KH3

Committee Items- October 13, 2020

Public Utilities

Public Utilities *In Committee:*

TRAN085_09_29_2020
ORDR213_09_29_2020

Multiple (attached) \$484K to WWTF Resiliency/CCRT Project \$484K
Resiliency Project Grant Acceptance



**CITY OF NEWBURYPORT
FY 2021
TRANSFER/APPROPRIATION REQUEST**

As Amended by the Committee on Public Utilities, October 5, 2020

Department: Mayor's Office
Submitted by: Donna D. Holaday, Mayor **Date Submitted:** 9/29/2020

Transfer From:

Account Name:	<u>Multiple - See attached</u>	Balance:	<u>\$ -</u>
Account Number:	<u>Multiple - See attached</u>	Category:	<u>\$ -</u>
Amount:	<u>\$484,000.00</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Available:

Funds are available for re-appropriation from closed out capital projects. Additionally, Section 6 of Chapter 53 of the Acts of 2020 authorized the expenditure of July 1, 2019 retained earnings in FY2021 until the July 1, 2020 amounts are certified by the Department of Revenue; there is \$964,040 remaining from the July 1, 2019 retained earnings for the Sewer Enterprise Fund.

Transfer To:

Account Name:	<u>WWTF Resiliency/CCRT Project</u>	Balance:	<u>\$ -</u>
Account Number:	<u>New Account</u>	Category:	<u>\$ -</u>
Amount:	<u>\$484,000.00 (see Footnote #1)</u>	Trans I/O:	<u>\$ -</u>

Why Funds Are Needed:

There is \$1,250,000 in available funding for the Wastewater Treatment Facility Resiliency and Clipper City Rail Trail Project. Based on a project budget of \$1,734,000, the remaining funding need is \$484,000. See explanatory memorandum from the Mayor's Office.

Donna D. Holaday, Mayor:

Donna D. Holaday

Date: 9/22/20

Ethan R. Manning, Auditor:

Ethan R. Manning

Date: 9/21/20

Sponsors: Charles F. Tontar, Councillor At-Large

City Council Approval:

(#1) At the completion of the project, any funds remaining from this transfer shall be reallocated back to the original funding source on a pro rata basis (i.e. 93.5% shall return to the Sewer Enterprise Fund and 6.5% shall return to the General Fund). Any unused bond proceeds shall be reallocated pursuant to G.L. c. 44, § 20.

Resilient Critical Infrastructure/Clipper City Rail Trail Project
 Transfer Submitted September 29, 2020

Funding Sources:

Completed CIP - Sewer Enterprise Fund

Fund	Description	Amount
3408	SEWER MAIN REPLACEMENT	\$ 13,081.53
3412	VACUUM TRUCK	\$ 14,081.68
041	SEWER BOND PROCEEDS	\$ 4,628.81
4101	SEWER ODOR CONTROL	\$ 11,232.07
4102	HALE/GRAF FORCE MAIN	\$ 312,050.91
4105	GRAF ROAD SEWER PUMP STATION	\$ 61,782.83
4108	PUMP & VALVE REPLACEMENTS	\$ 1,105.75
4109	1 1/2 TON DIESEL TRUCK/PLOW	\$ 46.50
4114	BOBCAT LOADER	\$ 3,506.75
4115	CRANE TRUCK	\$ 4,448.49
4118	CONCRETE WALL & CEILING REHAB	\$ 4,650.00
Total Completed CIP - Sewer Enterprise Fund		<u>\$ 430,615.32</u>

Completed CIP - General Fund

Fund	Description	Amount
3805	2 MACK DT W/PLOWING EQUIP	\$ 7,177.28
3813	FRANCES DRIVE TREES	\$ 4,000.00
3814	COA VAN	\$ 1,285.00
3821	HS BOILER #2 INTERIOR BRKWORK	\$ 896.00
3902	GENERATOR	\$ 13,005.00
3909	3/4 GAS PICK-UP TRUCK W/PLOW	\$ 5,271.73
Total Completed CIP - General Fund		<u>\$ 31,635.01</u>

Sewer Enterprise Fund Retained Earnings \$ 21,749.67

Total Appropriation \$ 484,000.00



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4413 • (978) 465-4402 (FAX)
WWW.CITYOFNEWBURYPORT.COM

To: President and Members of the City Council

From: Mayor Donna D. Holaday

Date: September 22, 2020

Subject: \$1 Million MVP Action grant award, \$100K MassTrails grant award, CPA funds, and local match for Critical Infrastructure Protection of Waste Water Treatment Facility and Clipper City Rail Trail

The City of Newburyport has been awarded an FY21 grant award of \$1,000,000 from the Commonwealth of Massachusetts' Municipal Vulnerability Preparedness Grant Program for the construction of critical infrastructure protection at the Wastewater Treatment Facility (WWTF) that includes a segment of the Clipper City Rail Trail project. This is the largest MVP grant awarded in the state. The City has also received a \$100,000 grant award from the Commonwealth's MassTrails Grant program in support of this project. I am requesting the City Council accept these grants as well as authorize the contingently approved \$150,000 CPA funding for this project.

The entire cost of this project is \$1.73 million. After applying the grants and CPA funds, there is \$484,000 of additional funding needed. We have identified balances from several DPS and CIP capital funds for completed projects that can be applied to cover the remaining cost of this project. I am submitting a transfer request to appropriate these remaining funds as well as \$22,000 of sewer retained earnings in order to fully fund this project.

The project is the construction of a sloped stone revetment to stabilize and protect approximately 900 feet of Merrimack River shoreline adjacent to the WWTF, between Joppa Park and the American Yacht Club. Also to be constructed is an elevated berm behind the revetment topped with the missing riverfront section of the Clipper City Rail Trail. This project is a critical step towards making the WWTF resilient to storm surge and sea level rise in the coming decades and completes this section of the Rail Trail.

The Federal Emergency Management Agency (FEMA)'s current Base Flood Elevation of 12 feet for the WWTF is 2-3 feet above the existing grade. Significant storms in 2018 caused erosion and flooding across the old rail corridor and up to the WWTF. Sea level has risen nearly a foot in the past hundred years in this area and the shoreline stabilization constructed in the early 20th century is inadequate and has fallen into substantial disrepair. Vulnerability will only increase as sea level is projected to continue rising in the coming decades. The final elevation of the berm and revetment for this project will be 14.5 feet; 2.5 feet over the FEMA base flood elevation.

Newburyport's WWTF handles about 3.4 million gallons per day of wastewater for all the households, businesses, and institutions in the City, as well as, certain sections of the Town of Newbury. The plant

has been in operation at this riverfront location since it was built in 1964, and in recent years about \$37 million was invested in upgrading the facility. It has an expected useful life of approximately 50 years. Not adding protection to the WWTF on the shoreside could result in severe and potentially catastrophic consequences from future storm surges and flooding, including shutting down the treatment plant, raw sewage overflows into the streets and the river, and millions of dollars of lengthy repairs.

The project has evolved based on planning efforts over the past few years. Several regional studies identified the vulnerability and priority of protecting Newburyport's WWTF. In June 2019 the engineering consultant Dewberry produced a Climate Change Vulnerability Report for the plant. It identifies several short- and long-term protection strategies to make the WWTF more resilient, including the construction of a berm on the coastal side of the property. The City has been working with the engineering firms Stantec and GZA to further develop the berm and revetment project in coordination with Dewberry. Throughout this effort has been several public meetings. Plans have been developed, and the year-long permitting process with local, state, and federal regulatory authorities is wrapping up. Building the revetment and berm structure at a cost-effective and appropriate height with some room for future sea level rise will protect the WWTF and its critical services to the City for decades, and allow the community to plan for future protection strategies.

Time is of the essence for implementing this project and not only because the plant is highly vulnerable and susceptible to storm surge and flooding. The \$1,000,000 MVP grant award is for FY21 and the construction project must be completed by June 30, 2021 in order to receive full reimbursement. It is a tight timeframe but achievable since we have been working on design and permitting all along and it is nearly complete. To capitalize on this opportunity for \$1,000,000 of outside grant funds, I request that the City Council approve the acceptance of the grants and authorizes the expenditure of the CPA funds so we that can execute the grant contract with the state by mid-October. This would allow us to initiate a two-month public bidding process in order to be able to hire a contractor by the end of the calendar year. The awarded contractor will then be in a position to construct the project between January and June of 2021. Accepting the grants and allocating the CPA funds is our priority to secure grant funds and transition into construction.

The PCB remediation project is being finalized now, and we have instructed our contractor to open the area behind the plant for informal use by the end of this week. The corridor is ready for construction of the revetment, berm and trail. The City's Licensed Site Professionals (LSPs) have determined that the cleanup has resulted in no remaining significant risk.

I have also included with the transfer request details of the funding sources from available capital funds and retained earnings and ask that the Council work quickly but diligently to review this request and approve this transfer. We are providing the itemized construction and cost estimate from Stantec and GZA, as well as a locus map, photographs and plans, attached with this memo. There is also a project webpage that can be accessed through the Planning Department website that includes all current documents including the Dewberry report. My staff, including the WWTF Superintendent Chris Pratt and Project Manager Geordie Vining, are available to answer questions and provide any additional material. I will make them available for subcommittee meetings and any deliberations by the City Council.

Thank you for your consideration.

PO

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

September 29, 2020

THAT, The CITY COUNCIL of the City of Newburyport authorizes the acceptance and expenditure of grants from the Commonwealth of Massachusetts comprised of \$1,000,000 from the Municipal Vulnerability Preparedness (MVP) Grant Program and \$100,000 from the MassTrails Grant Program.

AND FURTHER, THAT, Project 6c of the Fiscal Year 2021 Community Preservation Act Appropriations in the amount of \$150,000, previously authorized to be expended upon receipt of a \$1,300,000 MVP grant, is hereby authorized for expenditure based on the final award amount of \$1,000,000 for construction of the Critical Infrastructure Protection and Clipper City Rail Trail project.

Councillor Charles F. Tontar

1

Resilient Critical Infrastructure/Clipper City Rail Trail Project
Transfer Submitted September 29, 2020

Funding Sources:

Completed CIP - Sewer Enterprise Fund

Fund	Description	Amount
3408	SEWER MAIN REPLACEMENT	\$ 13,081.53
3412	VACUUM TRUCK	\$ 14,081.68
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Total Completed CIP - Sewer Enterprise Fund		\$ 430,615.32

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Fund	Description	Amount
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Total Completed CIP - General Fund		\$ 31,635.01

Sewer Enterprise Fund Retained Earnings \$ 21,749.67

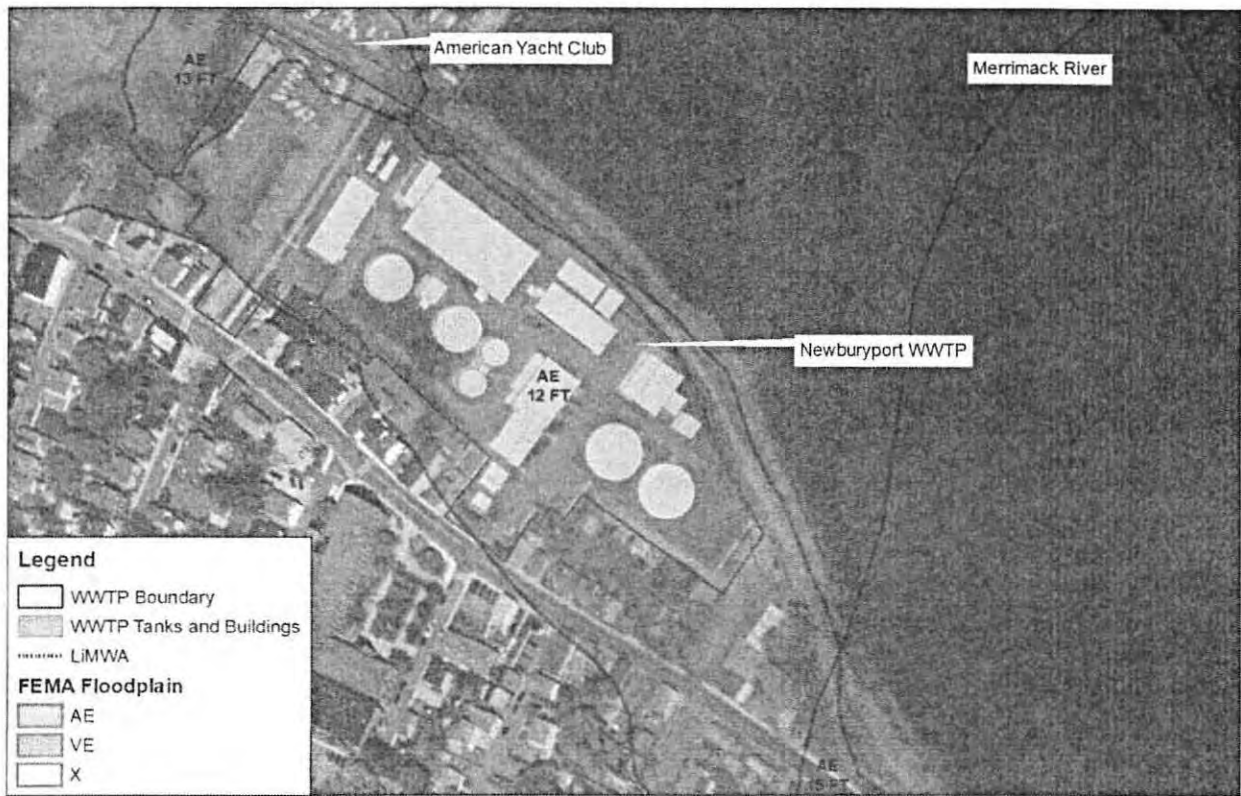
Total Appropriation \$ 484,000.00

Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



Locus Map

Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



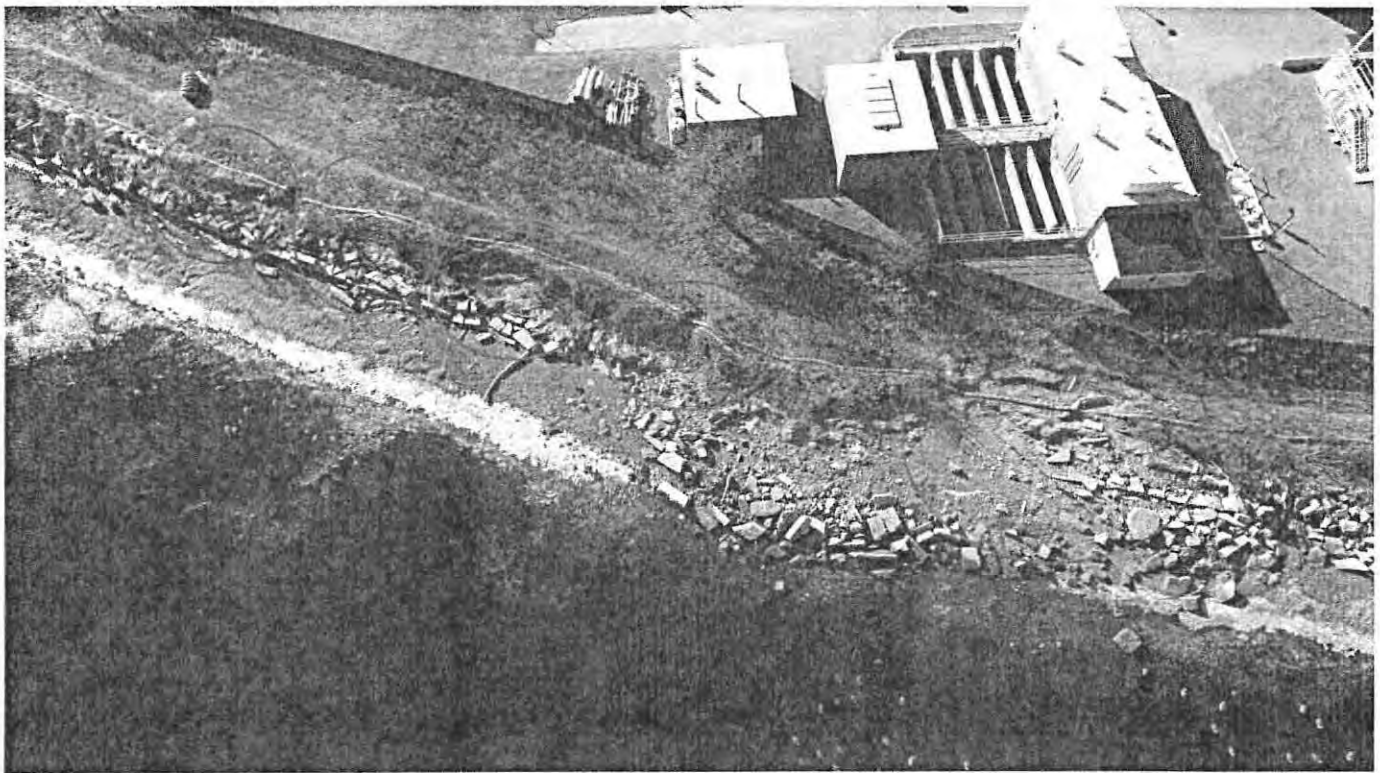
FEMA Floodplain zones with Limit of Wave Action (LiMWA) line

Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



Looking northwest along old rail corridor and WWTF - note deteriorated riprap revetment and temporary shoreline stabilization

Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



Aerial photo of part of eroded shoreline from 2018 storms – scouring into/across old rail corridor towards WWTP chlorine contact tanks (inundation at 12' flood level) and chlorination building

Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



Storm surge flooding (May 2018)

Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



Storm surge flooding at northwest corner of WWTF (May 2018)

Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



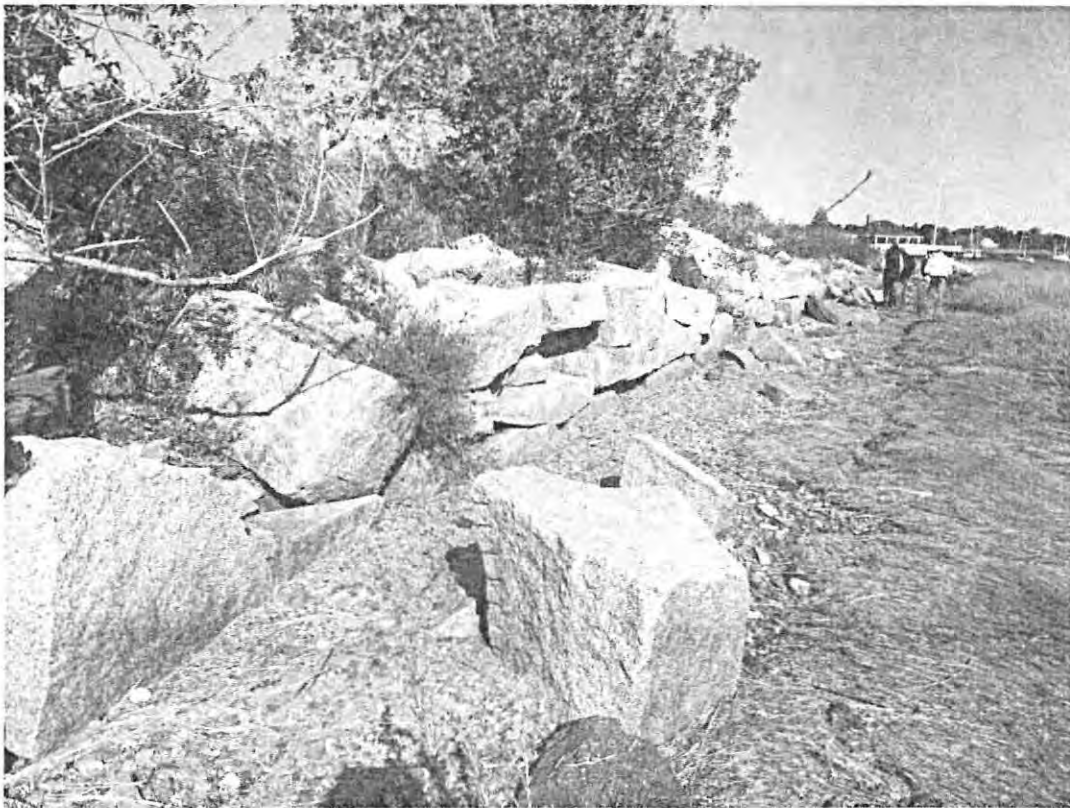
Wrack deposited from flooding across old rail corridor close to WWTF Biofilter (May 2018)

Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



Erosion of shoreline bank (May 2018) – exposed buried electric flagging and warning tape and proximity of underground electric duct bank

Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



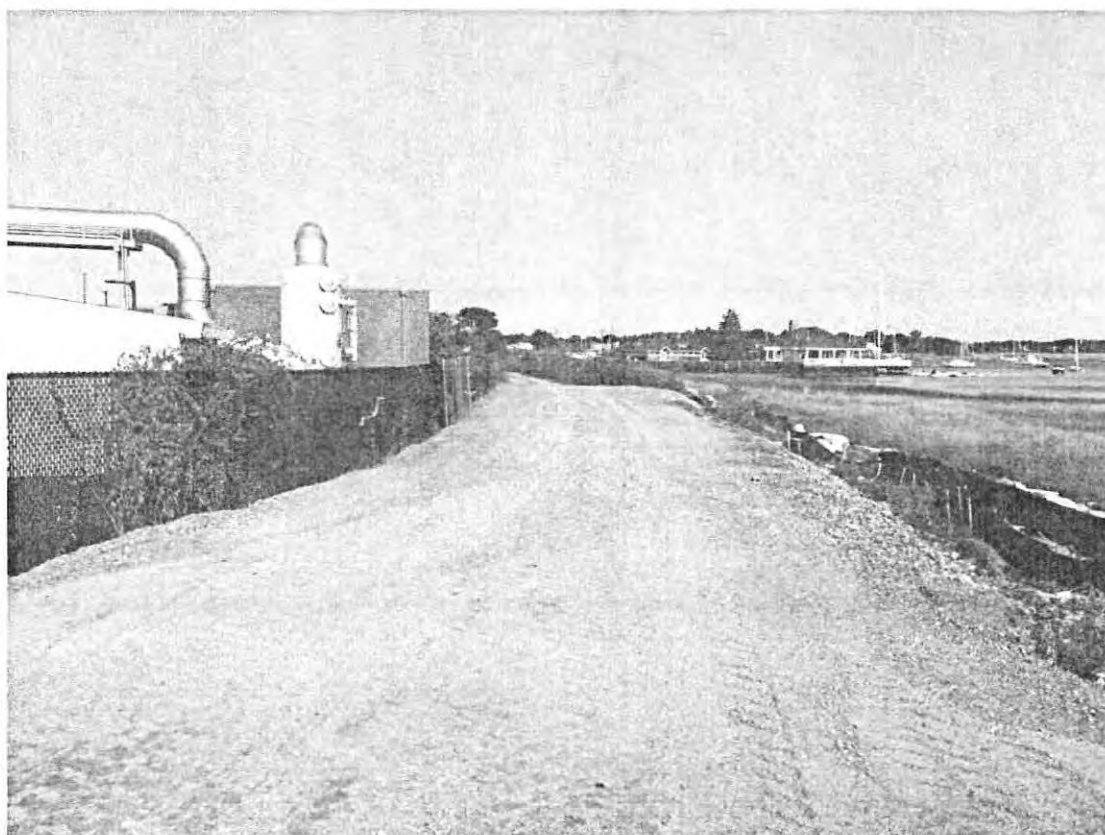
Unraveled old stone revetment

Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



New erosion above old stabilization rip rap (April 2020)

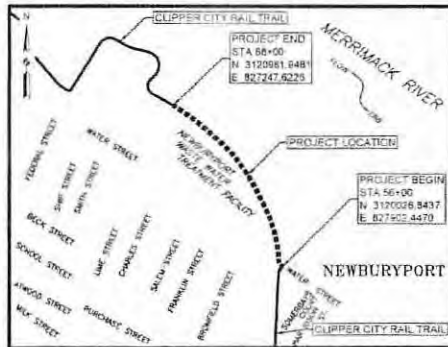
Resilient Critical Infrastructure: Adapting Wastewater Treatment Facility, Underground Electric Lines and Clipper City Rail Trail to Future Sea Level Rise and Storm Surge



Backfilled PCB Remediation area (September 2020)

PLAN AND PROFILE OF
SHORELINE RESILIENCY: CRITICAL INFRASTRUCTURE PROTECTION
AND CLIPPER CITY RAIL TRAIL PROJECT
IN THE CITY/TOWN OF
NEWBURYPORT
ESSEX COUNTY

SHEET NO.	DESCRIPTION
1	INDEX SHEET & INDEX
2	LEGEND & ABBREVIATIONS
3	KEY PLAN
4	TYPICAL SECTIONS
5-9	CONSTRUCTION PLANS
7-9	PROFILES
6-16	SHORELINE STABILIZATION PLANS
15-16	LANDSCAPE PLANS
17-18	LANDSCAPE DETAILS
19-21	CONSTRUCTION DETAILS
22-28	RAIL TRAIL CROSS SECTIONS



LENGTH OF PROJECT = 1,200.00 FEET = 0.227 MILES

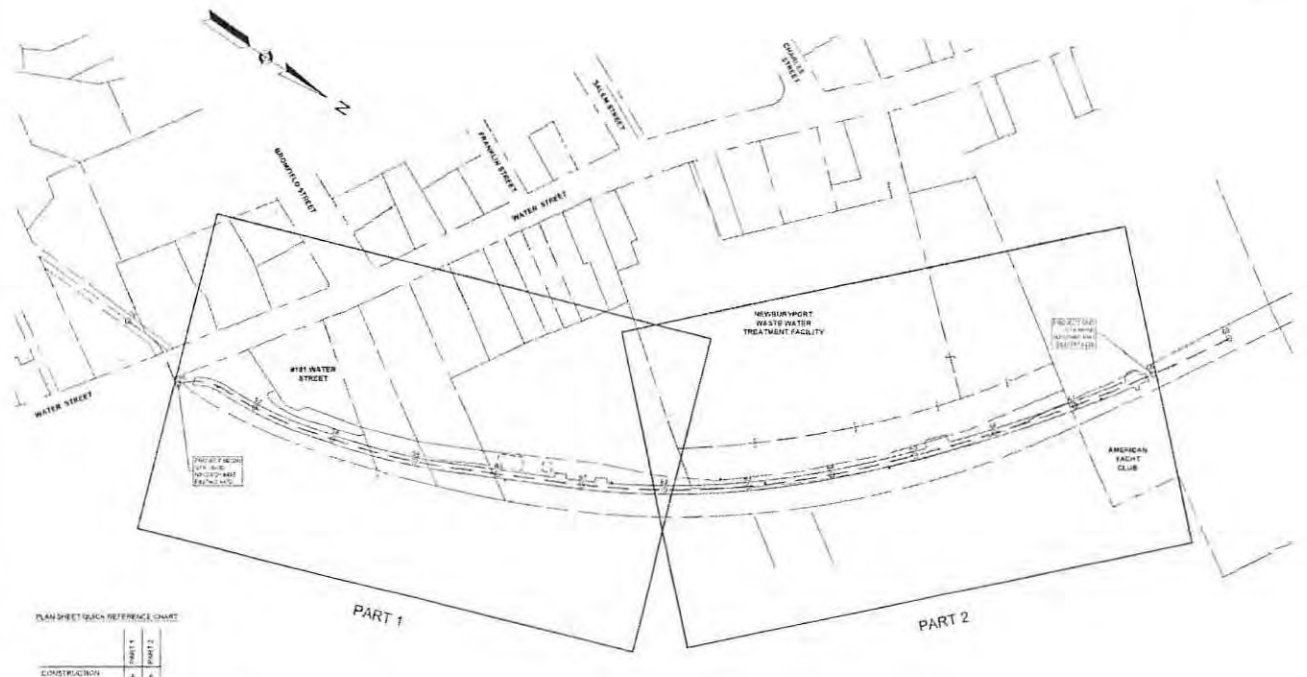
THESE PLANS ARE SUPPLEMENTED BY THE CUSTOMER'S 10% CONSTRUCTION STAGED DETAILS, THE 20% TYPICAL SECTION, STRUCTURE AND FOUNDATION STABILIZATION, DRAINAGE, IMPROVED TRAFFIC MANAGEMENT PLANS AND OTHER DRAWINGS. THE 10% STAGING DRAWINGS FOR SCENE AND SUPPORTS, THE 10% STAGING DRAWINGS FOR TRAFFIC SIGNALS AND SIGNAL LIGHTS, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR GLASSER STUDY.

DATE	DESCRIPTION	SCALE

NEWBURYPORT
SHORELINE RESILIENT CRITICAL INFRASTRUCTURE
PROTECTION AND CLIPPER CITY RAIL TRAIL PROJECT

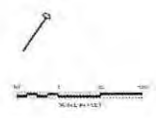
DATE	DESCRIPTION
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08/11/2020	ISSUED FOR PERMITTING

KEY PLAN

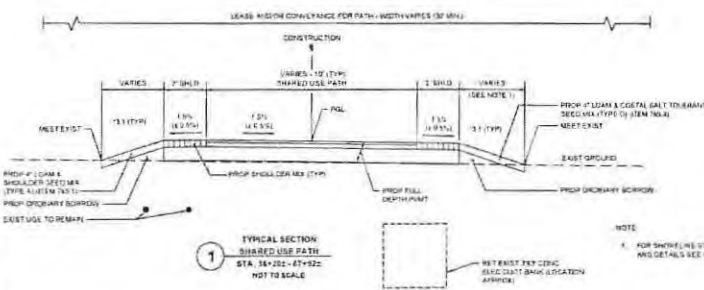


PLAN SHEET CROSS REFERENCE CHART

	PART 1	PART 2
CONSTRUCTION PLANS	5 & 6	
PROFILES	7 & 8	



MERRIMACK RIVER



PAVEMENT NOTES

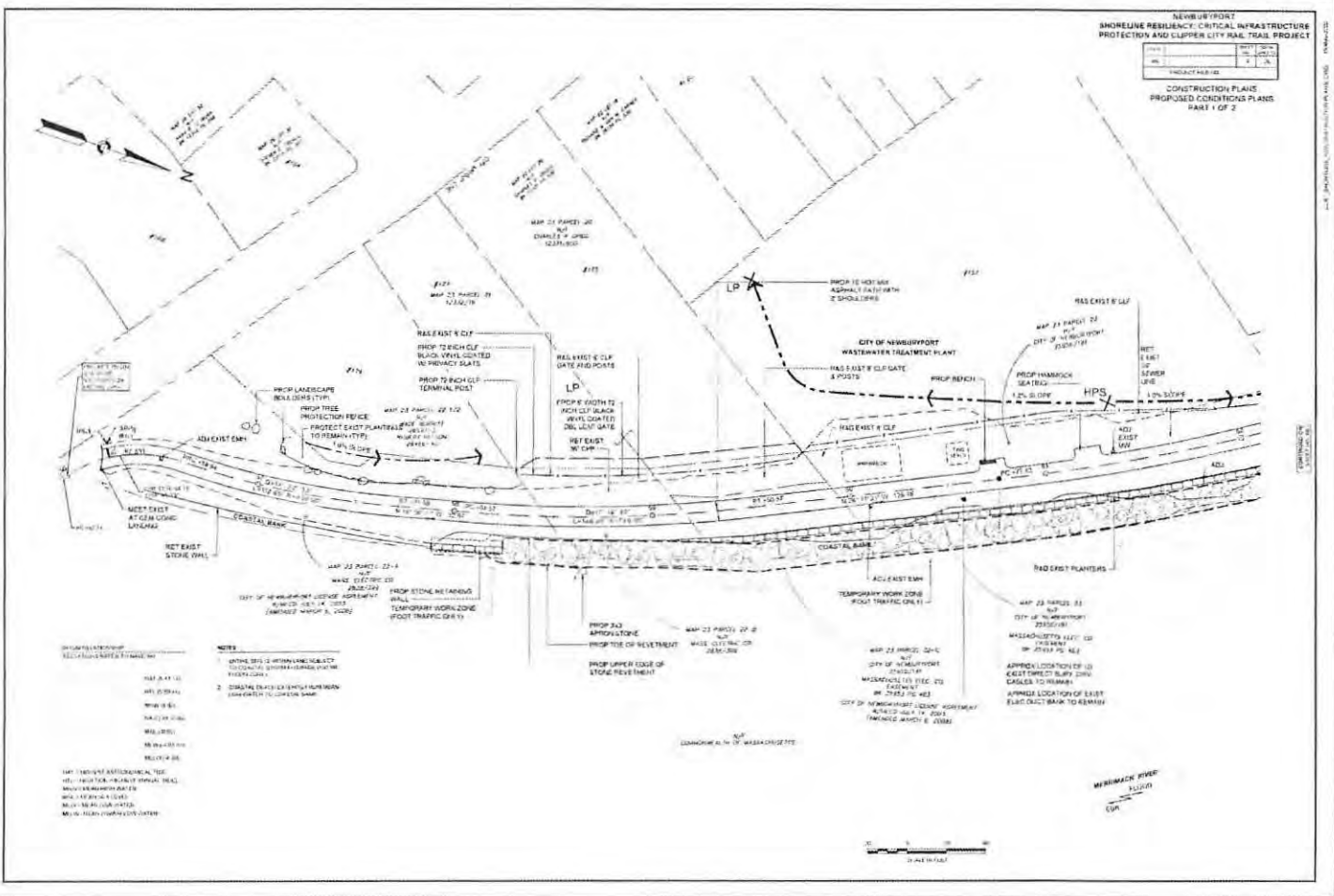
- PROPOSED FULL DEPTH PAVEMENT**
- SURFACE** 1" SUPERPAVE SURFACE COURSE 8.5 (USC 43) OVER 2.5" SUPERPAVE INTERMEDIATE COURSE 780 (USC 19)
 - BASE** 8" GRAVEL SUBGRADE TYPE 2 OR EQUIVALENT GRAVEL BOUNDARY TO REMAIN
 - SHOULDERS** 6" DEPTH CRUSHED STONE ANCHORAGE FOR SHOULDERS (ITEM 402 13) - (SEE ITEM NO. 1 CALLOUTS AND SEE 8.1 ITEM 402 4 OR TRUCK LOAD)

NOTE:
1. FOR SHORLINE STABILIZATION LIMITS AND DETAILS SEE SHEET 8-11.

1 TYPICAL SECTION SHARED USE PATH STA. 36+302 - 47+502 NOT TO SCALE



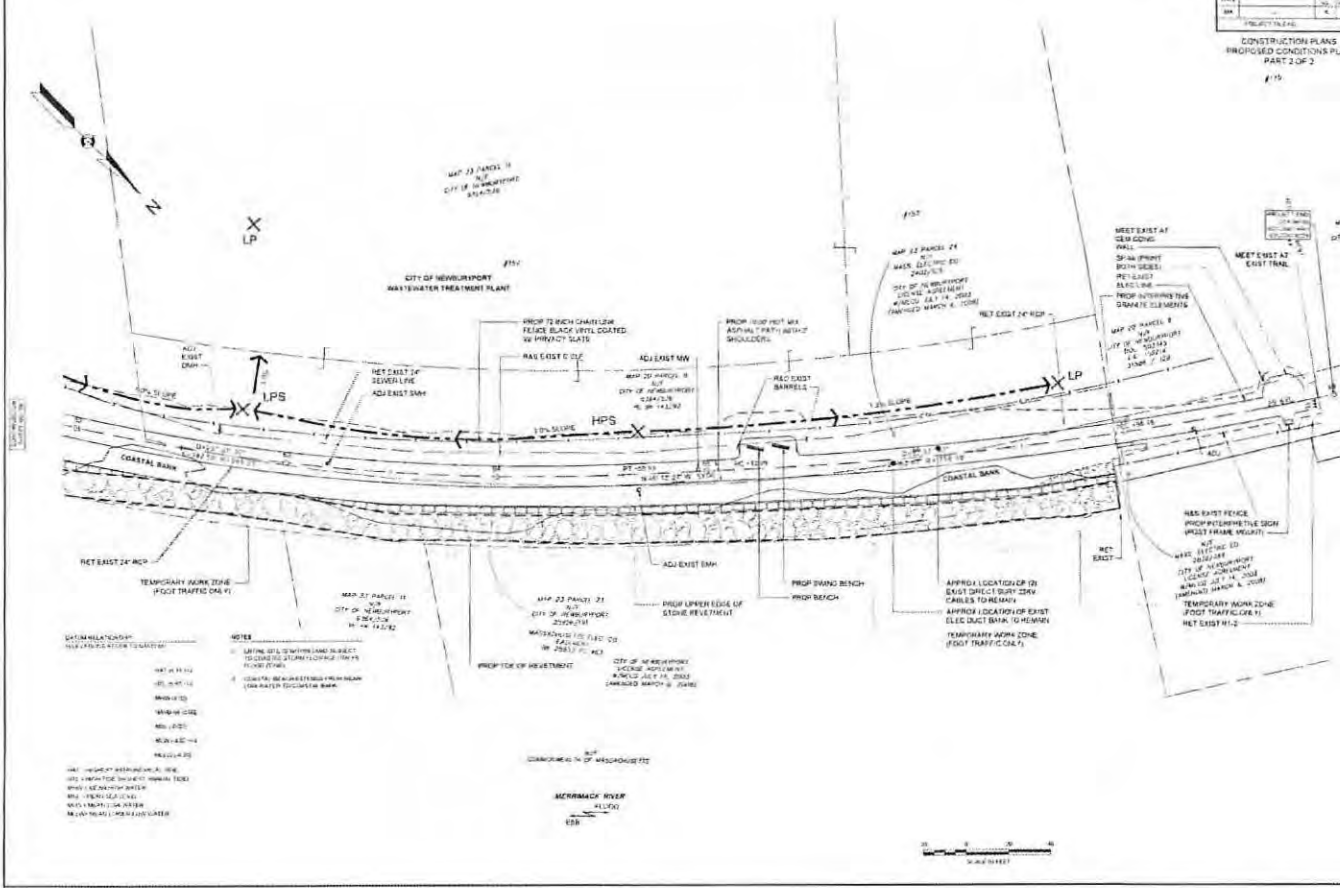
NO.	DATE	BY	APP. BY
1	10/11/2022



- EXISTING UTILITIES**
- W1 - 4" DIA. WATER MAIN
 - W2 - 6" DIA. WATER MAIN
 - W3 - 12" DIA. WATER MAIN
 - W4 - 8" DIA. WATER MAIN
 - W5 - 10" DIA. WATER MAIN
 - W6 - 12" DIA. WATER MAIN
 - W7 - 18" DIA. WATER MAIN
 - W8 - 24" DIA. WATER MAIN
 - W9 - 30" DIA. WATER MAIN
 - W10 - 36" DIA. WATER MAIN
 - W11 - 42" DIA. WATER MAIN
 - W12 - 48" DIA. WATER MAIN
 - W13 - 54" DIA. WATER MAIN
 - W14 - 60" DIA. WATER MAIN
 - W15 - 66" DIA. WATER MAIN
 - W16 - 72" DIA. WATER MAIN
 - W17 - 78" DIA. WATER MAIN
 - W18 - 84" DIA. WATER MAIN
 - W19 - 90" DIA. WATER MAIN
 - W20 - 96" DIA. WATER MAIN
 - W21 - 102" DIA. WATER MAIN
 - W22 - 108" DIA. WATER MAIN
 - W23 - 114" DIA. WATER MAIN
 - W24 - 120" DIA. WATER MAIN
 - W25 - 126" DIA. WATER MAIN
 - W26 - 132" DIA. WATER MAIN
 - W27 - 138" DIA. WATER MAIN
 - W28 - 144" DIA. WATER MAIN
 - W29 - 150" DIA. WATER MAIN
 - W30 - 156" DIA. WATER MAIN
 - W31 - 162" DIA. WATER MAIN
 - W32 - 168" DIA. WATER MAIN
 - W33 - 174" DIA. WATER MAIN
 - W34 - 180" DIA. WATER MAIN
 - W35 - 186" DIA. WATER MAIN
 - W36 - 192" DIA. WATER MAIN
 - W37 - 198" DIA. WATER MAIN
 - W38 - 204" DIA. WATER MAIN
 - W39 - 210" DIA. WATER MAIN
 - W40 - 216" DIA. WATER MAIN
 - W41 - 222" DIA. WATER MAIN
 - W42 - 228" DIA. WATER MAIN
 - W43 - 234" DIA. WATER MAIN
 - W44 - 240" DIA. WATER MAIN
 - W45 - 246" DIA. WATER MAIN
 - W46 - 252" DIA. WATER MAIN
 - W47 - 258" DIA. WATER MAIN
 - W48 - 264" DIA. WATER MAIN
 - W49 - 270" DIA. WATER MAIN
 - W50 - 276" DIA. WATER MAIN
 - W51 - 282" DIA. WATER MAIN
 - W52 - 288" DIA. WATER MAIN
 - W53 - 294" DIA. WATER MAIN
 - W54 - 300" DIA. WATER MAIN
 - W55 - 306" DIA. WATER MAIN
 - W56 - 312" DIA. WATER MAIN
 - W57 - 318" DIA. WATER MAIN
 - W58 - 324" DIA. WATER MAIN
 - W59 - 330" DIA. WATER MAIN
 - W60 - 336" DIA. WATER MAIN
 - W61 - 342" DIA. WATER MAIN
 - W62 - 348" DIA. WATER MAIN
 - W63 - 354" DIA. WATER MAIN
 - W64 - 360" DIA. WATER MAIN
 - W65 - 366" DIA. WATER MAIN
 - W66 - 372" DIA. WATER MAIN
 - W67 - 378" DIA. WATER MAIN
 - W68 - 384" DIA. WATER MAIN
 - W69 - 390" DIA. WATER MAIN
 - W70 - 396" DIA. WATER MAIN
 - W71 - 402" DIA. WATER MAIN
 - W72 - 408" DIA. WATER MAIN
 - W73 - 414" DIA. WATER MAIN
 - W74 - 420" DIA. WATER MAIN
 - W75 - 426" DIA. WATER MAIN
 - W76 - 432" DIA. WATER MAIN
 - W77 - 438" DIA. WATER MAIN
 - W78 - 444" DIA. WATER MAIN
 - W79 - 450" DIA. WATER MAIN
 - W80 - 456" DIA. WATER MAIN
 - W81 - 462" DIA. WATER MAIN
 - W82 - 468" DIA. WATER MAIN
 - W83 - 474" DIA. WATER MAIN
 - W84 - 480" DIA. WATER MAIN
 - W85 - 486" DIA. WATER MAIN
 - W86 - 492" DIA. WATER MAIN
 - W87 - 498" DIA. WATER MAIN
 - W88 - 504" DIA. WATER MAIN
 - W89 - 510" DIA. WATER MAIN
 - W90 - 516" DIA. WATER MAIN
 - W91 - 522" DIA. WATER MAIN
 - W92 - 528" DIA. WATER MAIN
 - W93 - 534" DIA. WATER MAIN
 - W94 - 540" DIA. WATER MAIN
 - W95 - 546" DIA. WATER MAIN
 - W96 - 552" DIA. WATER MAIN
 - W97 - 558" DIA. WATER MAIN
 - W98 - 564" DIA. WATER MAIN
 - W99 - 570" DIA. WATER MAIN
 - W100 - 576" DIA. WATER MAIN

- NOTES**
- UNITS: ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 - CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CONSTRUCTION SPECIFICATIONS FOR MASSACHUSETTS.





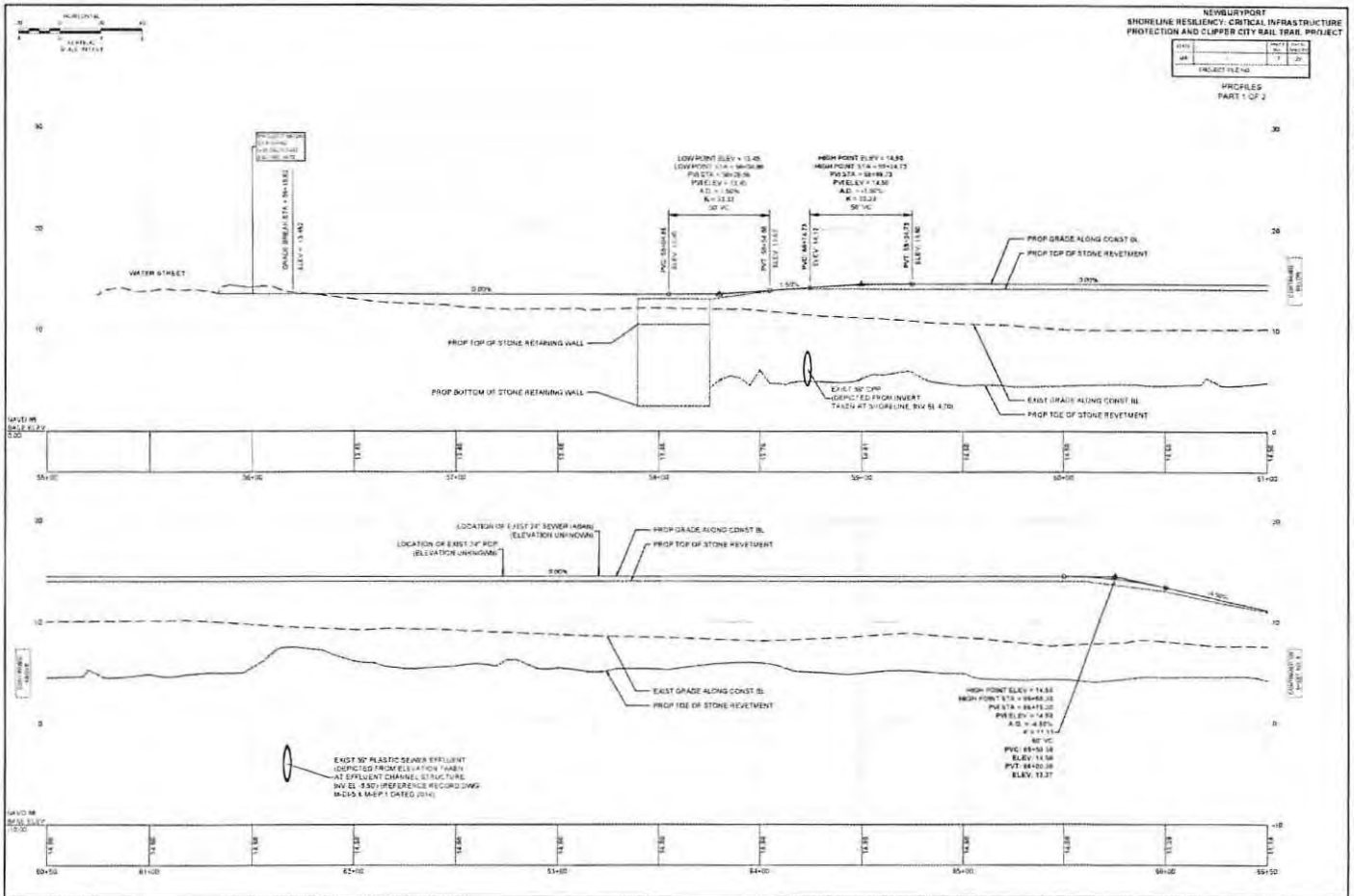
- DATE RELATIONS:**
- 10/20/20
 - 11/16/20
 - 12/16/20
 - 12/16/20
 - 12/16/20
 - 12/16/20
 - 12/16/20
- NOTES:**
1. SEE THE 2018 SURVEY AND SUBJECT TO GENERAL SURVEY PLANS FOR THIS PROJECT.
 2. COASTLINE RECONSTRUCTION FROM BEACH (SEE ASSESSMENT FOR MORE).
- DATE RELATIONS:**
- 10/20/20
 - 11/16/20
 - 12/16/20
 - 12/16/20
 - 12/16/20
 - 12/16/20
 - 12/16/20



NEWBURYPORT
SHORELINE RESILIENCY, CRITICAL INFRASTRUCTURE
PROTECTION AND CLIPPER CITY RAIL TRAIL PROJECT

DATE	NOV 14 2014
JOB	14-001
PROJECT SHEET	14-001-01

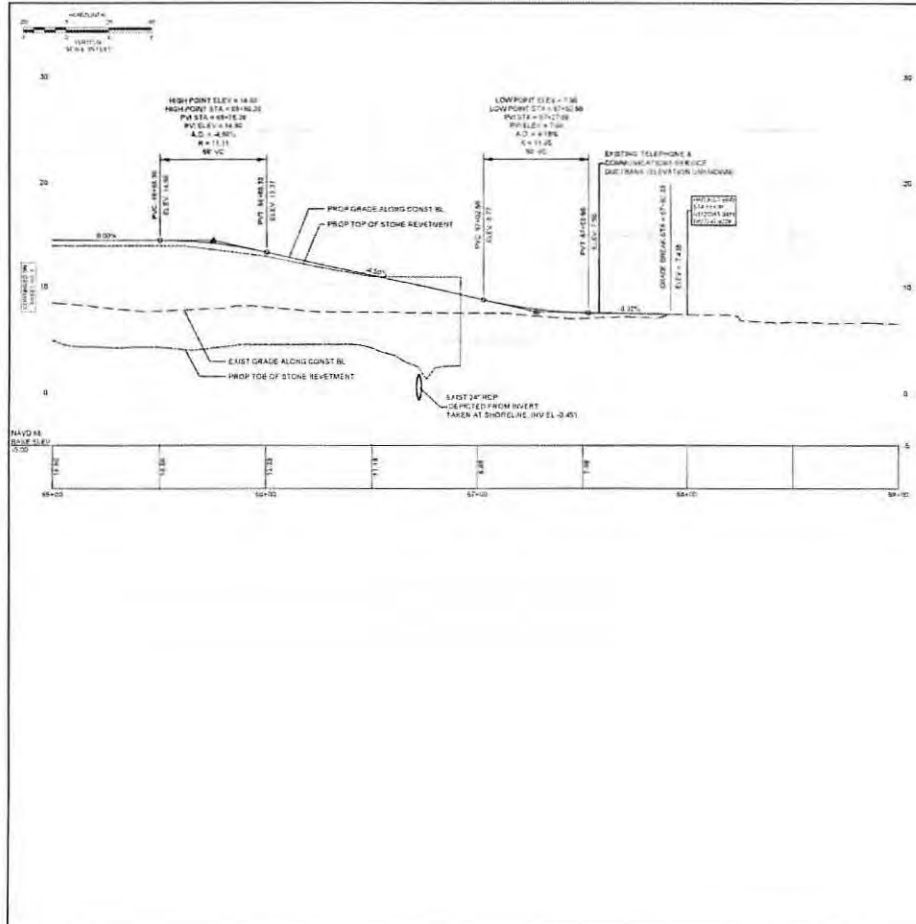
PROFILES
PART 1 OF 2



14-001-01-010

NEWBURYPORT
SHORELINE RESILIENCY CRITICAL INFRASTRUCTURE
PROTECTION AND CLIPPER CITY RAIL TRAIL PROJECT

PROFILES
PART 2 OF 2

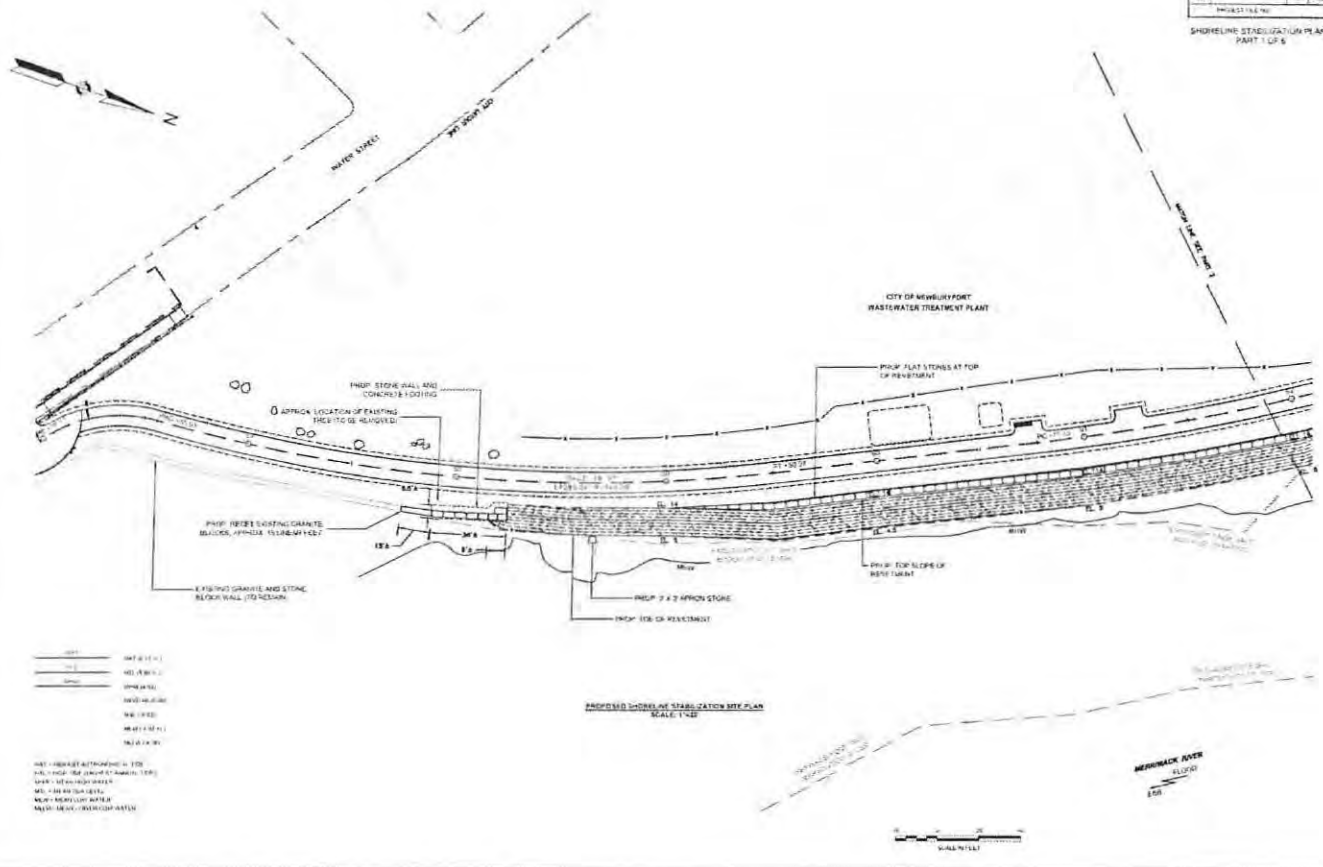


DATE: 10/15/2019 10:15:00 AM

NEWMARKET
SHORELINE RESILIENCY CRITICAL INFRASTRUCTURE
PROTECTION AND CLIPPER CITY RAIL TRAIL PROJECT

DATE	NO.	BY	CHKD.
PROJECT NO.			

SHORELINE STABILIZATION PLANS
PART 1 OF 4

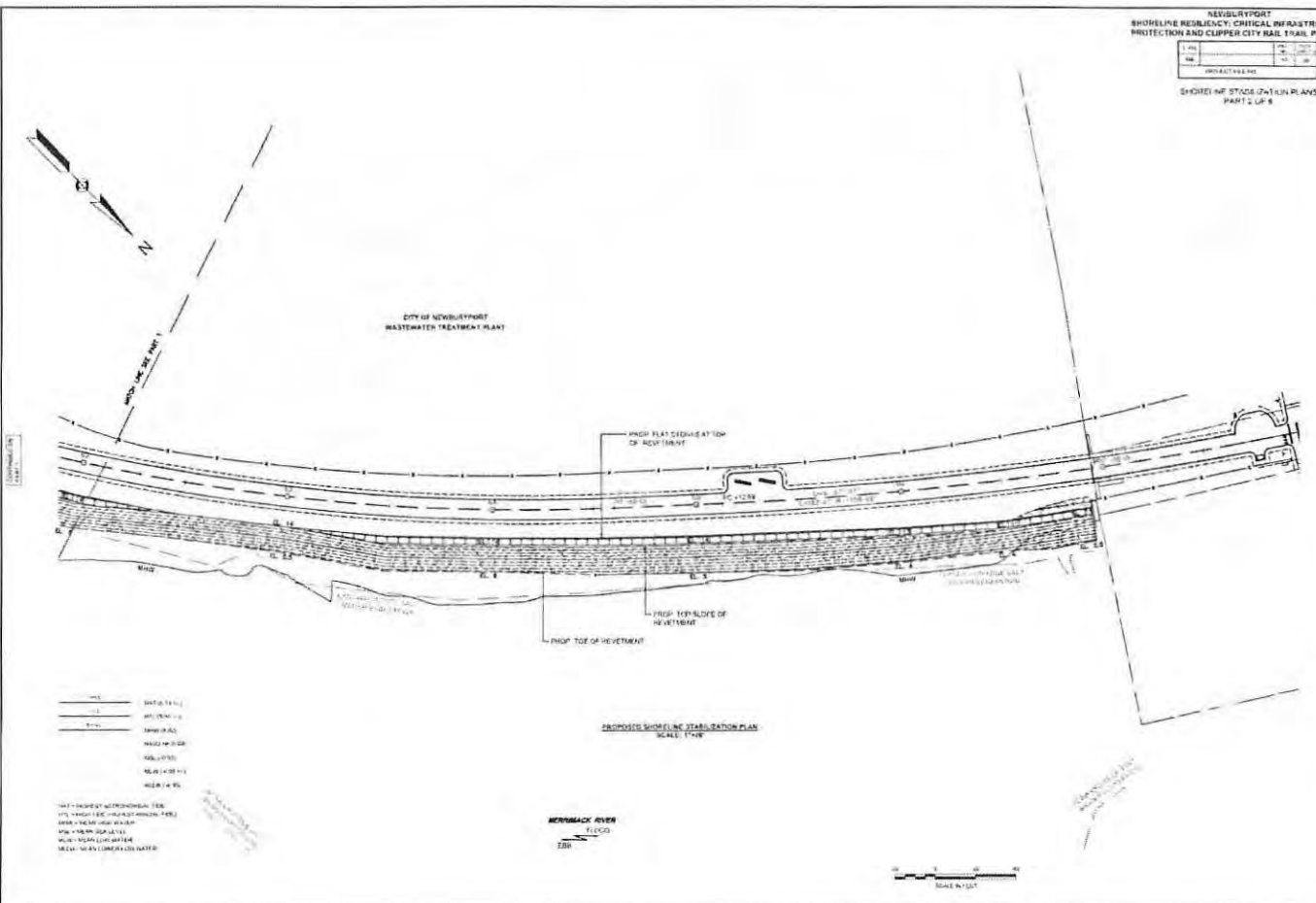


- (1) --- 10' (3.05 M)
 - (2) --- 10' (3.05 M)
 - (3) --- 10' (3.05 M)
 - (4) --- 10' (3.05 M)
 - (5) --- 10' (3.05 M)
 - (6) --- 10' (3.05 M)
 - (7) --- 10' (3.05 M)
 - (8) --- 10' (3.05 M)
 - (9) --- 10' (3.05 M)
 - (10) --- 10' (3.05 M)
- DAT - DATUM
 T&E - TOP OF EXISTING ELEVATION
 L&E - LEVEL OF EXISTING ELEVATION
 M&E - MEAN SEA LEVEL
 N&E - NEWMARKET WATER
 N&S - NEWARK SHORELINE

PROPOSED SHORELINE STABILIZATION BY PLAN
SCALE: 1"=40'



ENGINEER: [Name]
 ARCHITECT: [Name]
 SURVEYOR: [Name]



1/2"	50 FT (1:100)
1/4"	25 FT (1:100)
3/16"	12.5 FT (1:100)
1/8"	6.25 FT (1:100)
3/32"	3.125 FT (1:100)
1/16"	1.5625 FT (1:100)

NOT DIMENSIONED UNLESS SPECIFIED
 ALL DIMENSIONS IN FEET UNLESS NOTED OTHERWISE
 HWM = MEAN HIGH WATER
 MHW = MEAN HIGH WATER
 MLLW = MEAN LOW WATER
 MSL = MEAN SEA LEVEL

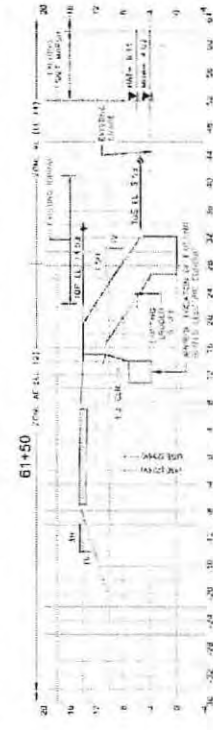
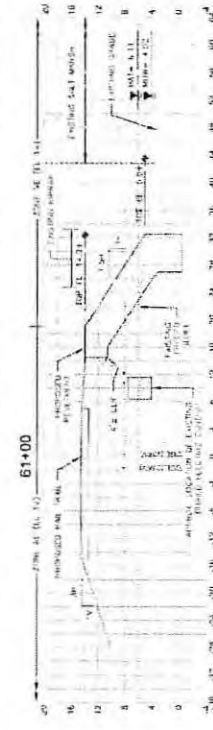
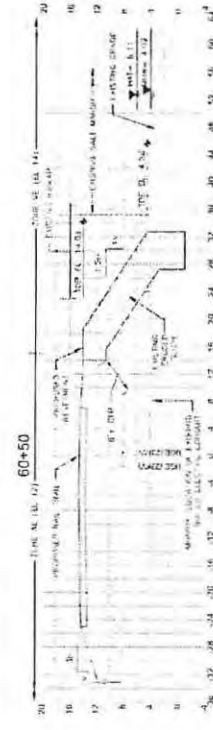
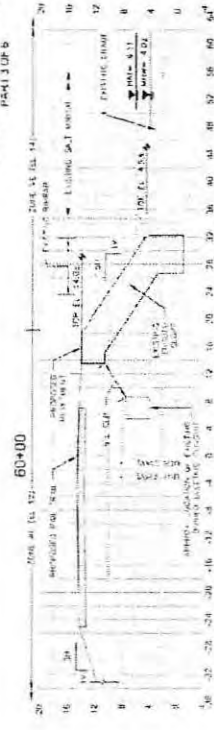
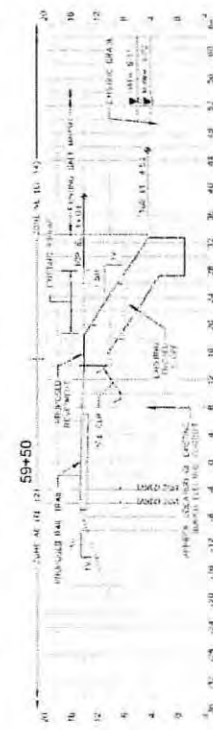
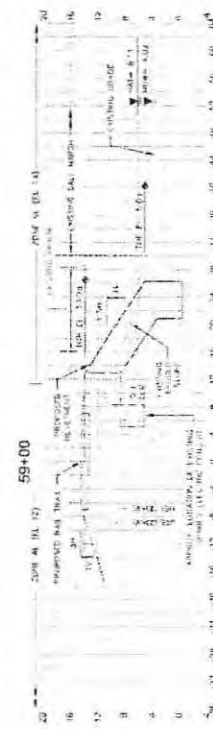
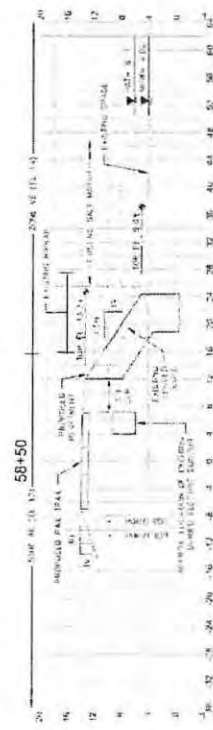
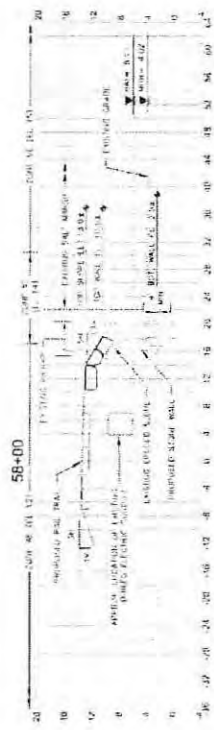
MENSAK RIVER
 FLOOD
 120'

SCALE IN FEET
 0 10 20 30 40

NEWBURYPORT
SHORELINE RESILIENCY, CRITICAL INFRASTRUCTURE
PROTECTION AND CLIPPER CITY RAIL PROJECT

PROJECT NO. 2023-001
DATE: 11/20/23
SHEET NO. 11 OF 26

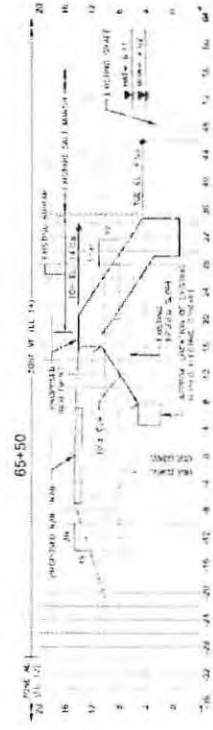
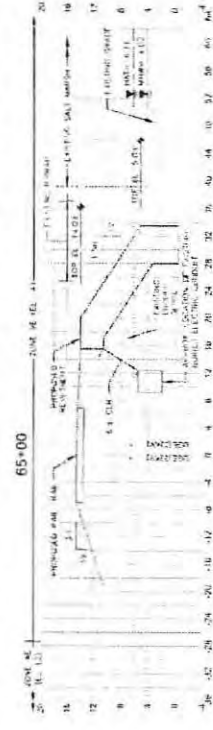
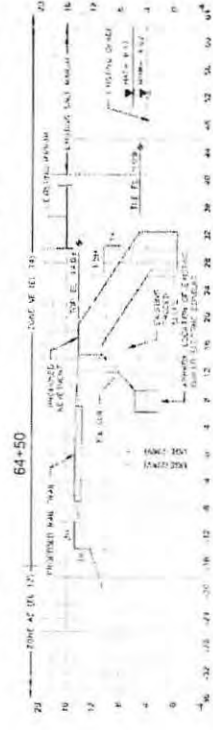
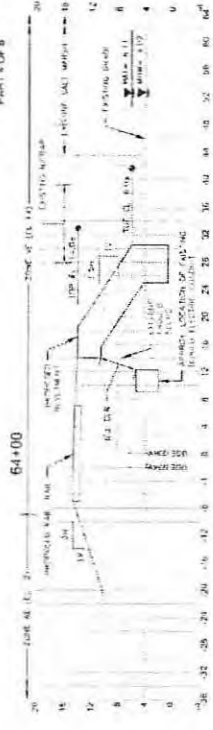
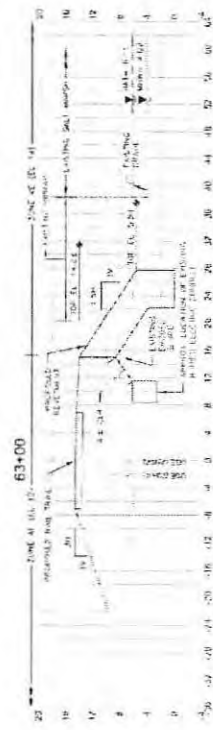
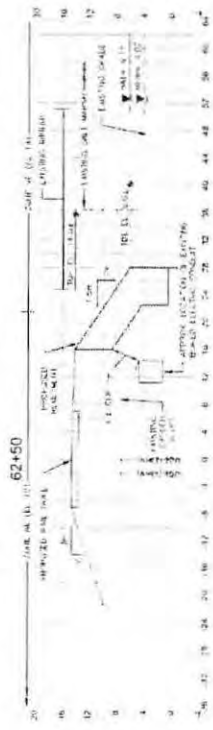
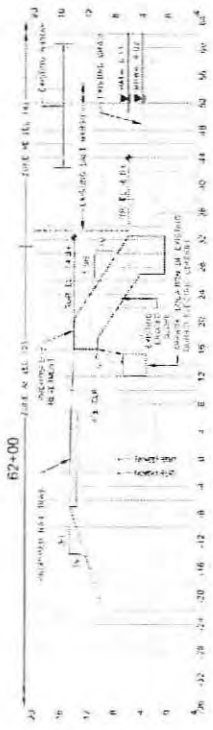
SHORELINE STABILIZATION PLANS
PART 3 OF 6



PROPOSED SHORELINE STABILIZATION SECTIONS
SCALE: 1"=8'



RESURFACING
SHORELINE RESILIENCY, CRITICAL INFRASTRUCTURE
PROTECTION AND CLIPPER CITY RAIL TRAIL PROJECT
SHORELINE STABILIZATION PLANS
PART 4 OF 8

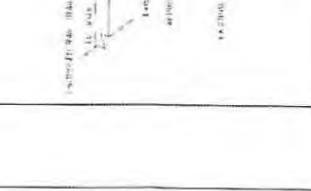
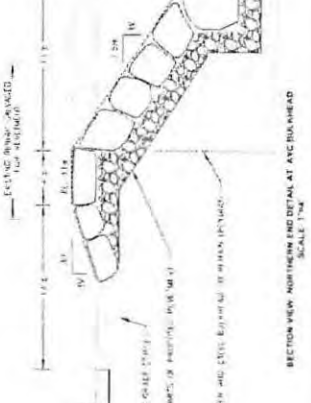
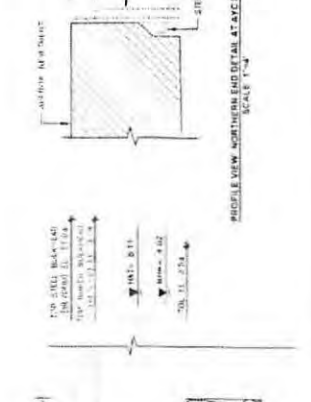
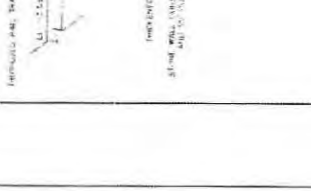
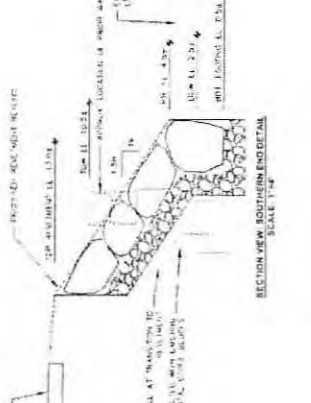
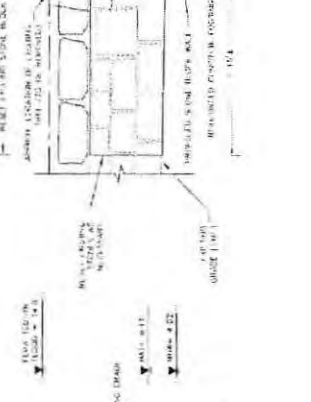
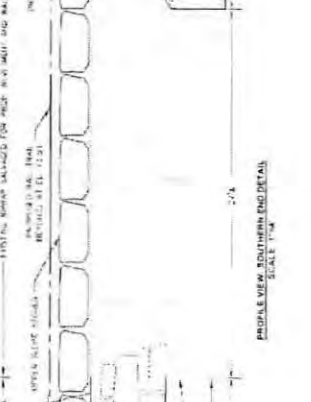
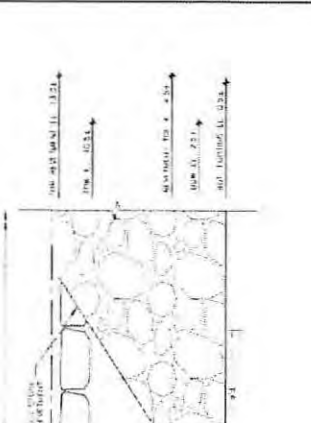
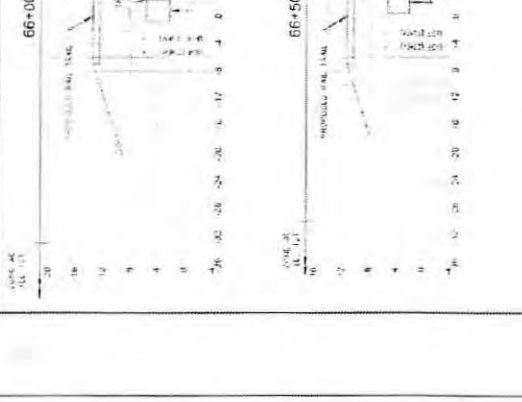
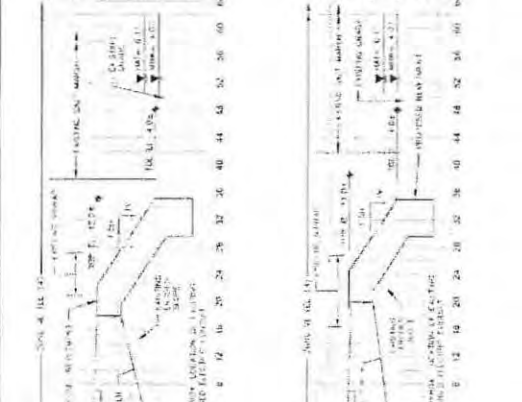
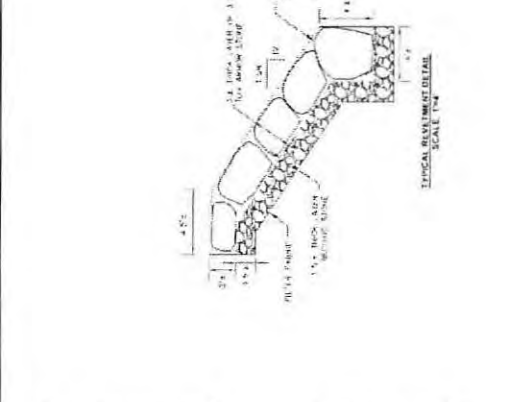
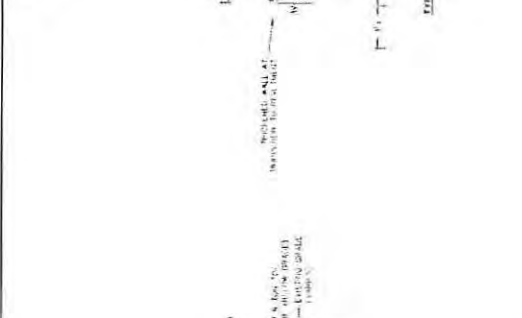


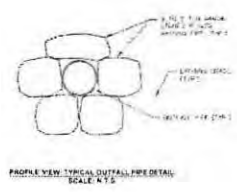
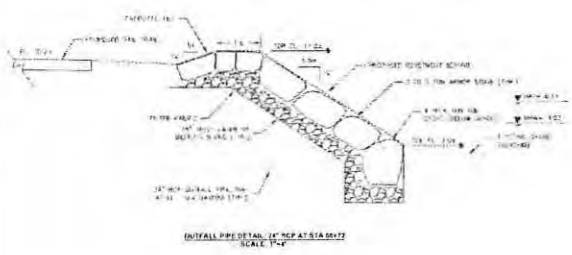
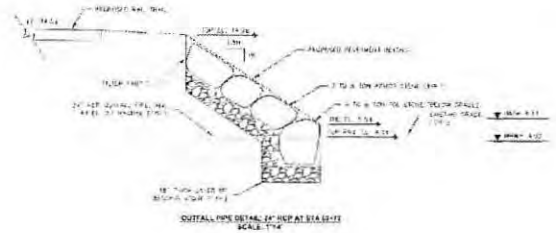
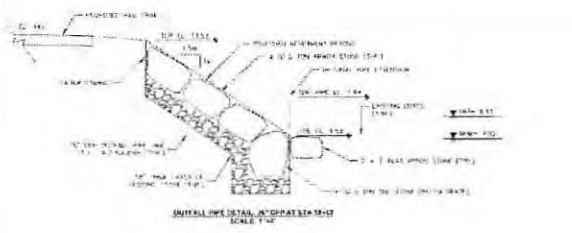
PROPOSED SHORELINE STABILIZATION SECTIONS
SCALE: 1\"/>

66-100

DATE	DESCRIPTION
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01/11/2024	ISSUED FOR PERMITTING
01/11/2024	ISSUED FOR PERMITTING

66-50



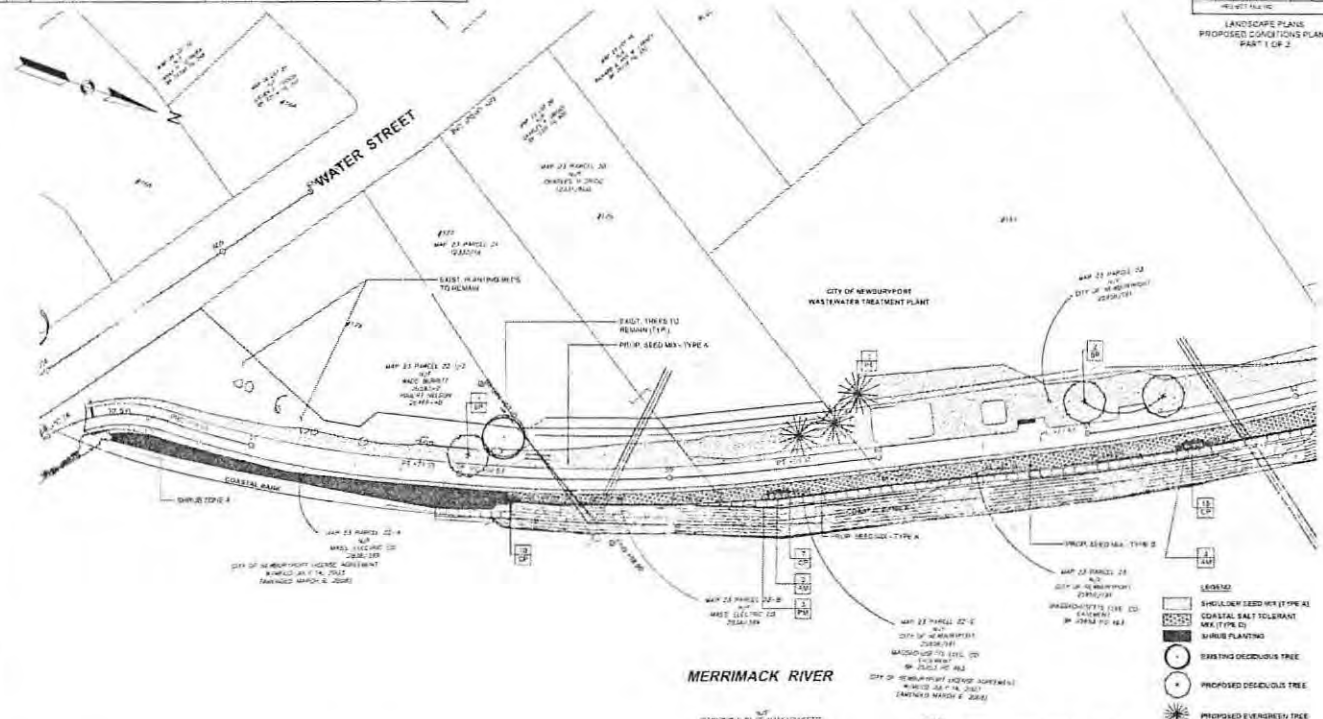


QTY	ID	BOTANICAL NAME	COMMON NAME	COMMENT
24	141	HYDRANGEA MACROPHYLLA	BLACK PINE HYDRANGEA	30' D.C.
72	142	NERA FUGGIA	REACH PIGEON	30' D.C.

QTY	ID	BOTANICAL NAME	COMMON NAME	COMMENT
3	143	ARUNDO DONAX	COMMON REED	10' D.C. ABOVE SHOWN
3	144	PHALARIS MARITIMA	SEA BEACH PINE	10' D.C. ABOVE SHOWN
3	145	SPARGANGLUM VERTICILLUM	SEA BEACH PINE	10' D.C. ABOVE SHOWN
3	146	PROSALES MARITIMA	SEA BEACH PINE	10' D.C. ABOVE SHOWN
3	147	TRIALIS THYRSIFLORA	SEA BEACH PINE	10' D.C. ABOVE SHOWN

NEWBURYPORT
SHORELINE RESILIENCY CRITICAL INFRASTRUCTURE
PROTECTION AND CLIPPER CITY HALL TRAIL PROJECT

LANDSCAPE PLANS
PROPOSED CONDITIONS PLANS
PART 1 OF 2



LEGEND

- SHALLOW SEED MIX (TYPE A)
- COASTAL SALT TOLERANT MIX (TYPE C)
- EXISTING PLANTING
- EXISTING DECIDUOUS TREE
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE

NOTES

1. TREE LOCATIONS TO BE APPROVED BY A LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. LIMITS OF SELECTIVE CLEARING TO BE DETERMINED OR APPROVED IN THE FIELD BY A LANDSCAPE ARCHITECT PRIOR TO WORK.
3. ALL AREAS SCHEDULED TO RECEIVE SHADE MIX (TYPE B) SHALL RECEIVE 2" OF COMPOST TOPSOIL.

DATE: 08/14/2024 10:00 AM

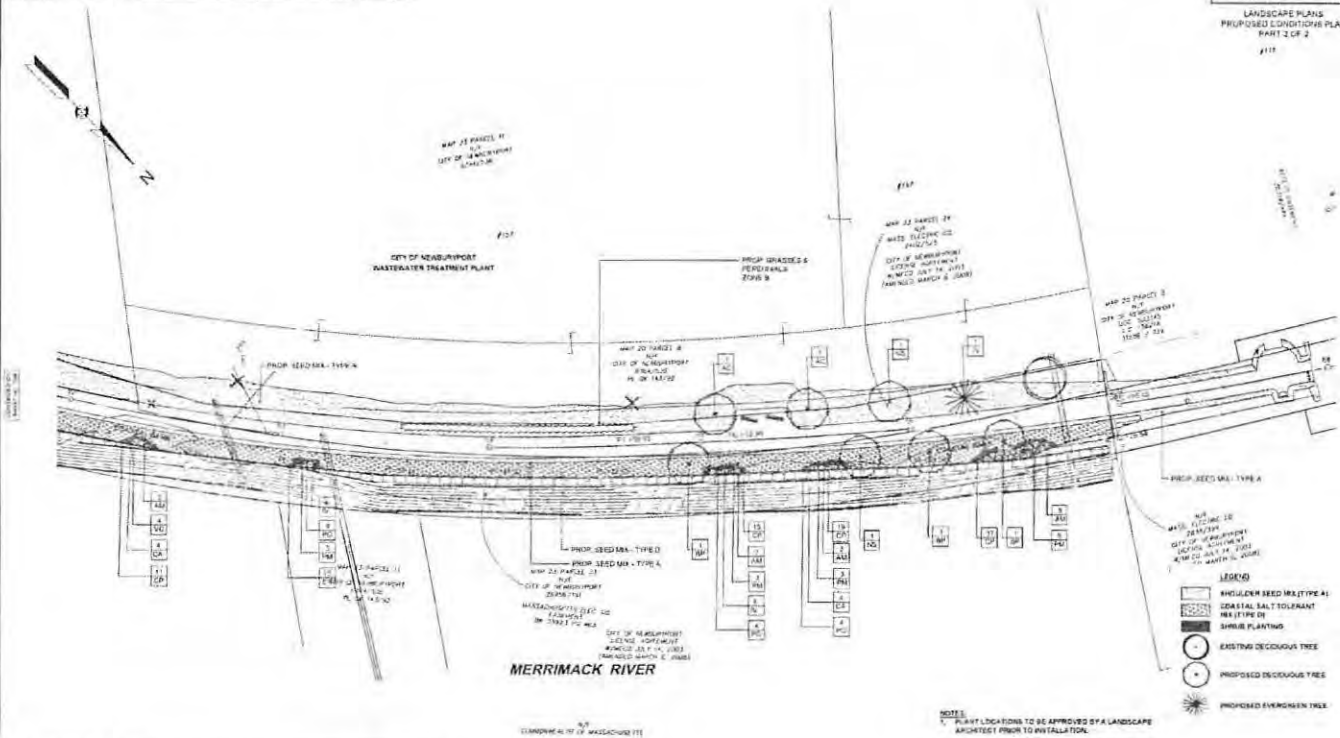
NEWBURNPORT
SHORELINE RESILIENCY CRITICAL INFRASTRUCTURE
PROTECTION AND CLIFFER CITY RAIL TRAIL PROJECT

DATE: 10/12/2023
TIME: 10:00 AM
PROJECT: 23-140

LANDSCAPE PLANS
PROPOSED CONDITIONS PLAN
PART 2 OF 2

#117

PERENNIAL SCHEDULE - ZONE B			
QTY	BOTANICAL NAME	COMMON NAME	COMMENT
30	PRUNUS SP. HYBRID	CORNUS PANDOLINI	2" CAL.
5	WATSONIA SYRIACA	LYONSIA CREEPER	SPACE TO CLEARANCE
10	SORBUS TRIANGULARIS	BIGAN GRASS	SPACE TO CLEAR FENCE



TREE AND SHRUB SCHEDULE			
QTY	BOTANICAL NAME	COMMON NAME	SIZE / COMMENTS
10	WATSONIA SYRIACA	LYONSIA CREEPER	2" CAL. - ABOUT 15 FEET
30	PRUNUS SP. HYBRID	CORNUS PANDOLINI	2" CAL.
5	WATSONIA SYRIACA	LYONSIA CREEPER	2" CAL. - ABOUT 15 FEET
10	SORBUS TRIANGULARIS	BIGAN GRASS	2" CAL.
2	WATSONIA SYRIACA	LYONSIA CREEPER	2" CAL.
10	WATSONIA SYRIACA	LYONSIA CREEPER	2" CAL.

LEGEND

[Symbol]	PROPOSED SEED MIX (TYPE A)
[Symbol]	EXISTING SEED MIX (TYPE B)
[Symbol]	SHRUB PLANTING
[Symbol]	EXISTING DECIDUOUS TREE
[Symbol]	PROPOSED DECIDUOUS TREE
[Symbol]	PROPOSED EVERGREEN TREE

- NOTES
1. PLANT LOCATIONS TO BE APPROVED BY A LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 2. LIMITS OF SELECTIVE CLEARING TO BE DETERMINED OR APPROVED BY THE FIELD BY A LANDSCAPE ARCHITECT PRIOR TO WORK.
 3. ALL AREAS SCHEDULED TO RECEIVE SHADE MIX (TYPE B) WILL RECEIVE 2" OF COMPOST TOPSOIL.

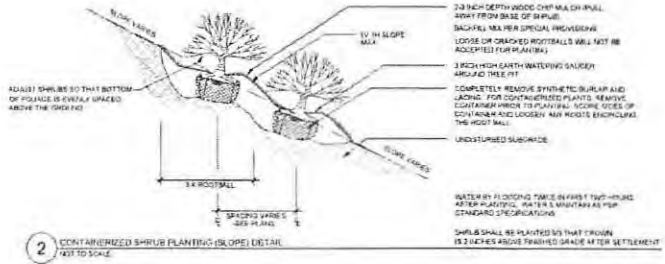
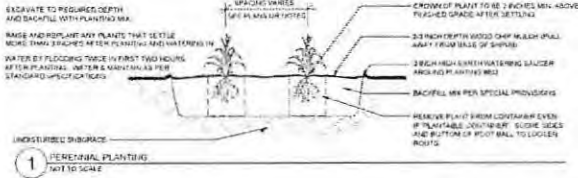


DATE PLOTTED: 10/12/2023 10:00 AM

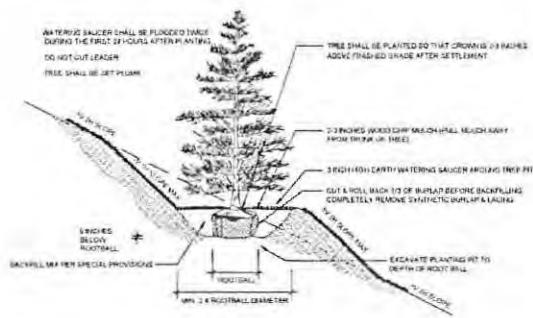
NO.	PLANT SPECIES	COMMON NAME	NO.	COMMON	PLANT	PLANT
01	SPERMATOPHYTES					
1	Pinus strobus	PINE	1000	1000	1000	1000
2	Pinus resinosa	PINE	1000	1000	1000	1000
3	Pinus strobus	PINE	1000	1000	1000	1000
4	Pinus strobus	PINE	1000	1000	1000	1000
5	Pinus strobus	PINE	1000	1000	1000	1000
6	Pinus strobus	PINE	1000	1000	1000	1000
7	Pinus strobus	PINE	1000	1000	1000	1000
8	Pinus strobus	PINE	1000	1000	1000	1000
9	Pinus strobus	PINE	1000	1000	1000	1000
10	Pinus strobus	PINE	1000	1000	1000	1000
11	Pinus strobus	PINE	1000	1000	1000	1000
12	Pinus strobus	PINE	1000	1000	1000	1000
13	Pinus strobus	PINE	1000	1000	1000	1000
14	Pinus strobus	PINE	1000	1000	1000	1000
15	Pinus strobus	PINE	1000	1000	1000	1000
16	Pinus strobus	PINE	1000	1000	1000	1000
17	Pinus strobus	PINE	1000	1000	1000	1000
18	Pinus strobus	PINE	1000	1000	1000	1000
19	Pinus strobus	PINE	1000	1000	1000	1000
20	Pinus strobus	PINE	1000	1000	1000	1000
21	Pinus strobus	PINE	1000	1000	1000	1000
22	Pinus strobus	PINE	1000	1000	1000	1000
23	Pinus strobus	PINE	1000	1000	1000	1000
24	Pinus strobus	PINE	1000	1000	1000	1000
25	Pinus strobus	PINE	1000	1000	1000	1000
26	Pinus strobus	PINE	1000	1000	1000	1000
27	Pinus strobus	PINE	1000	1000	1000	1000
28	Pinus strobus	PINE	1000	1000	1000	1000
29	Pinus strobus	PINE	1000	1000	1000	1000
30	Pinus strobus	PINE	1000	1000	1000	1000
31	Pinus strobus	PINE	1000	1000	1000	1000
32	Pinus strobus	PINE	1000	1000	1000	1000
33	Pinus strobus	PINE	1000	1000	1000	1000
34	Pinus strobus	PINE	1000	1000	1000	1000
35	Pinus strobus	PINE	1000	1000	1000	1000
36	Pinus strobus	PINE	1000	1000	1000	1000
37	Pinus strobus	PINE	1000	1000	1000	1000
38	Pinus strobus	PINE	1000	1000	1000	1000
39	Pinus strobus	PINE	1000	1000	1000	1000
40	Pinus strobus	PINE	1000	1000	1000	1000
41	Pinus strobus	PINE	1000	1000	1000	1000
42	Pinus strobus	PINE	1000	1000	1000	1000
43	Pinus strobus	PINE	1000	1000	1000	1000
44	Pinus strobus	PINE	1000	1000	1000	1000
45	Pinus strobus	PINE	1000	1000	1000	1000
46	Pinus strobus	PINE	1000	1000	1000	1000
47	Pinus strobus	PINE	1000	1000	1000	1000
48	Pinus strobus	PINE	1000	1000	1000	1000
49	Pinus strobus	PINE	1000	1000	1000	1000
50	Pinus strobus	PINE	1000	1000	1000	1000

NEWBURYPORT
SHORELINE RESILIENCY: CRITICAL INFRASTRUCTURE
PROTECTION AND CLIPPER CITY RAIL TRAIL PROJECT

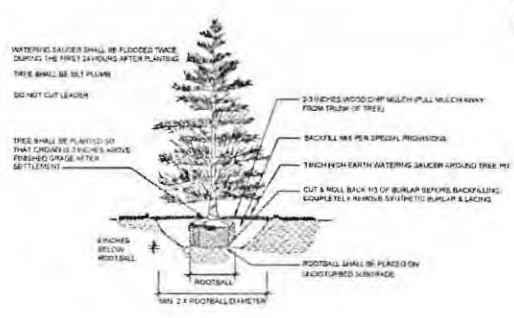
DATE: 01/15/2024
PROJECT NO.: 24-010
SHEET NO.: 101
PROJECT NAME:
LANDSCAPE DETAILS
SHEET 1 OF 2



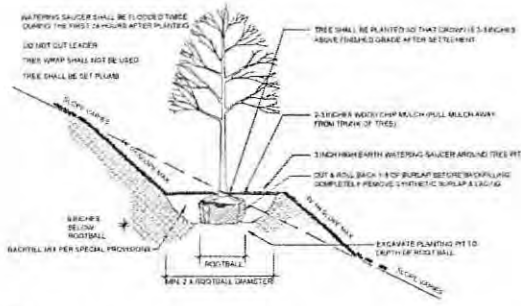
CITY OF NEWBURYPORT, MASSACHUSETTS



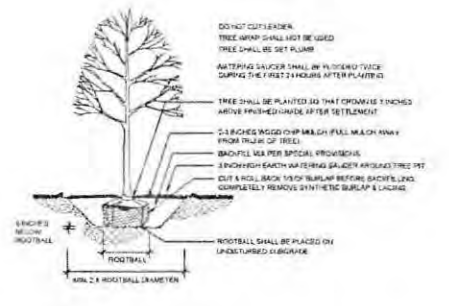
1 EVERGREEN TREE PLANTING (SLOPE)
NOT TO SCALE



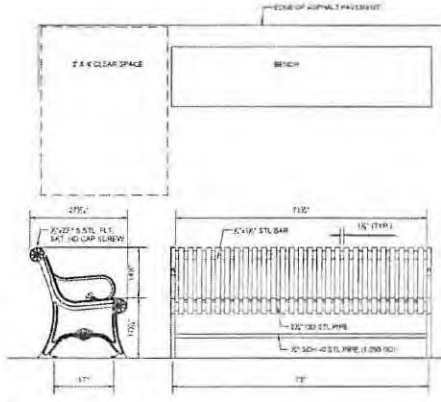
2 EVERGREEN TREE PLANTING
NOT TO SCALE



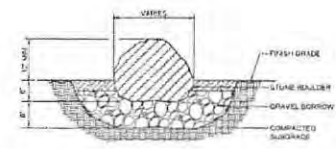
3 DECIDUOUS TREE PLANTING (SLOPE)
NOT TO SCALE



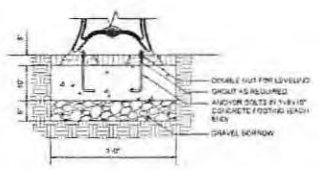
4 DECIDUOUS TREE PLANTING
NOT TO SCALE



1 B BENCH
SCALE 1/4"=1'-0"

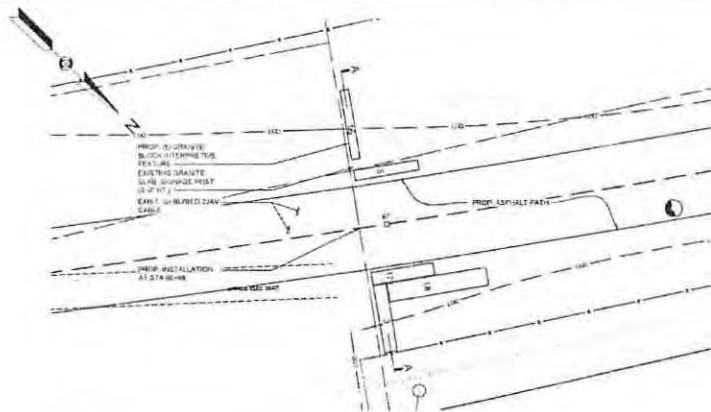


3 LANDSCAPE BOULDER RESET
NOT TO SCALE

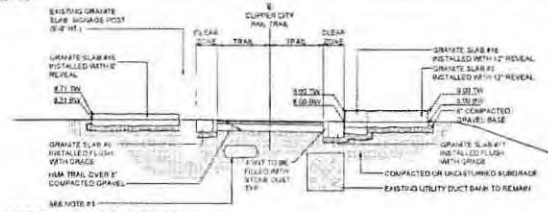


2 TYPICAL BENCH FOOTING
SCALE 1/4"=1'-0"

DATE PLOTTED: 2/15/2017 10:45:30 AM



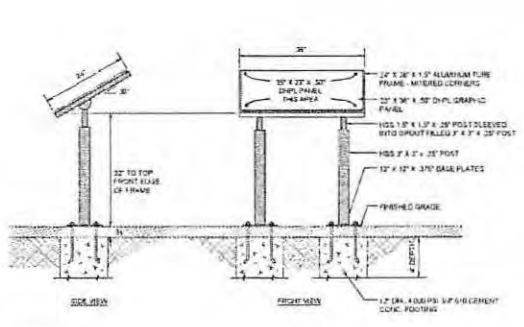
1 INTERPRETIVE GRANITE LAYOUT STA 65+00
SCALE 3/16" = 1'-0"



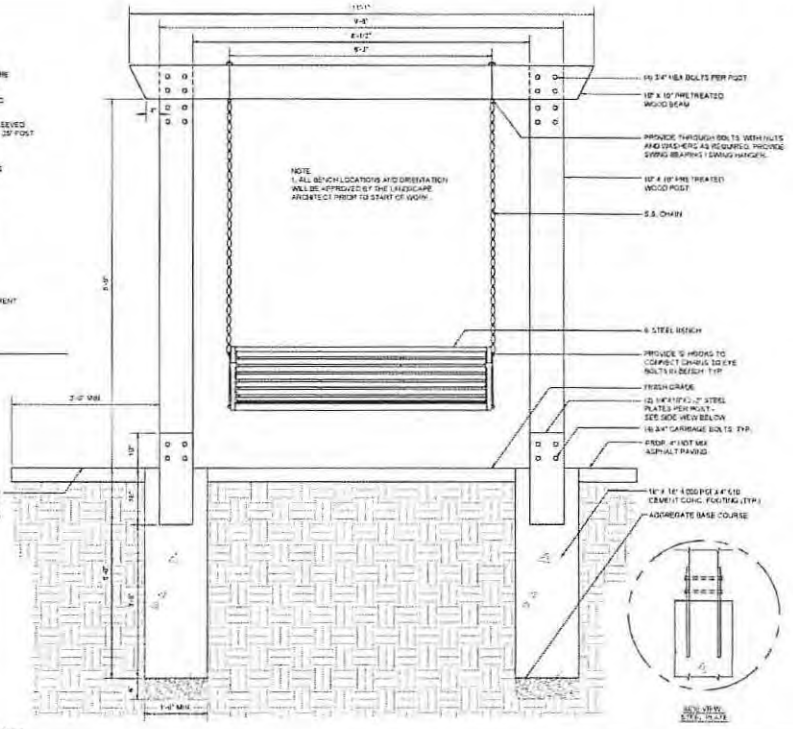
2 INTERPRETIVE GRANITE SECTION SECTION 4-4
SCALE 1/4" = 1'-0"

ITEM	DESCRIPTION	DIMENSIONS
#16	UPLAND ADDITIONAL STONE 3	12.00' x 12.00' x 1.50"
#17	FLUSH THRESHOLD STONE 10 LONG	7.00' x 1.00" x 1.50"
#18	ADDITIONAL WATER EDGE STONE 2	8.00' x 1.00" x 1.50"
#19	ADDITIONAL WATER EDGE STONE 3	7.00' x 1.00" x 1.50"
#20	RAISED SEAT HEIGHT STONE ON WATEREDGE OF THRESHOLD & GRASS EDGE	8.00' x 1.00" x 1.50"

- NOTES:
- GRANITE SLABS HAVE BEEN PRE-SELECTED AND NUMBERED BASED ON LOCATION IN THE FIELD. NUMBERING SHOULD MATCH THE LAYOUT PRINT & THE STONE SHOULD BE LABELED #1 AND THE WATER EDGE STONE SHOULD BE LABELED #2. DIMENSIONS SHOULD BE TAKEN TO ENSURE ACCURACY BEFORE THE STONE IS PLACED.
 - THE LAYOUT AND POSITIONING OF ALL GRANITE ELEMENTS SHALL BE MARKED IN THE FIELD AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 - ON EXISTING BURIED ELECTRICAL LINES, CONTRACTOR SHALL LOCATE AND PROTECT THROUGHOUT INTERPRETIVE GRANITE EXCAVATION AND INSTALLATION.

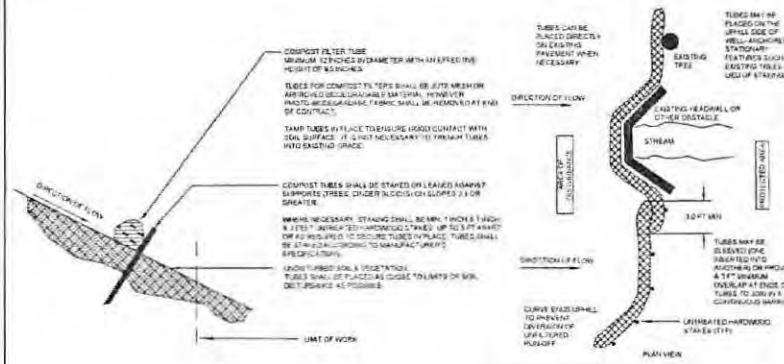


1 INTERPRETIVE SIGN
 NOT TO SCALE



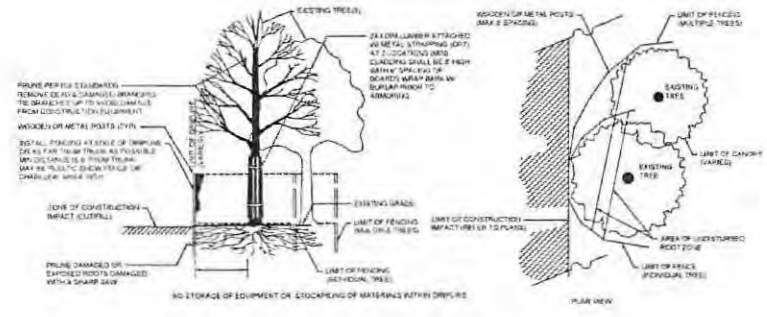
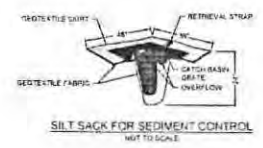
2 5' HIGH BENCH
 NOT TO SCALE

DATE PLOTTED: 10/1/2023 10:00 AM

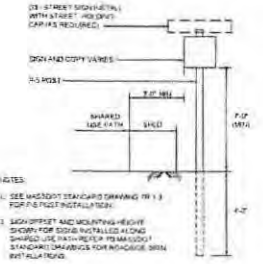


12" COMPOST FILTER TUBE DETAILS
 NOT TO SCALE

- NOTES
1. PROVIDE A MINIMUM TUBE DIAMETER OF 12 INCHES. SLOPES UP TO 10% FEET TO 20% IN LENGTH WITH A SLOPE TO TOP OF 30 IN OR STEEPER. LONGER SLOPES OF 30 IN MAY REQUIRE LONGER TUBE SPACING OR ADDITIONAL COURSING OF FILTER TUBES TO CREATE A 10% TO 20% SLOPE. REFER TO MANUFACTURER'S RECOMMENDATIONS FOR SLOPES OR STEEPER SLOPES.
 2. INSTALL TUBES ALONG CONTOURS AND PERPENDICULAR TO SLOPES OR DOWNSTREAM FLOW.
 3. TUBE LOCATIONS MAY BE ADJUSTED TO AVOID TOPOGRAPHIC FEATURES, BUT SHALL PROTECT UNDERLIES WITH A MINIMUM EXTENT POSSIBLE.
 4. DO NOT INSTALL IN PERMANENT SPENCER OR INTERMEDIATE STREAMS. ADDITIONAL TUBES SHALL BE USED AT THE DISCRETION OF THE ENGINEER.
 5. ADDITIONAL STAKING SHALL BE USED AT THE DISCRETION OF THE ENGINEER.



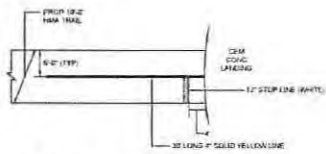
TREE PROTECTION - EXISTING TREES
 NOT TO SCALE



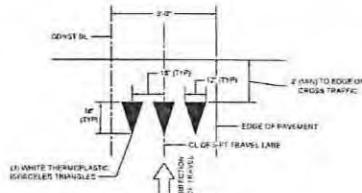
TYPICAL SIGN LOCATION
 NOT TO SCALE

DATE	PROJECT
04	04
04	04

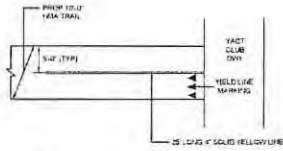
CONSTRUCTION DETAILS
PART 5 OF 5



WATER STREET INTERSECTION DETAIL
NOT TO SCALE



YIELD LINE MARKING
NOT TO SCALE



YACHT CLUB DRIVEWAY INTERSECTION DETAIL
NOT TO SCALE

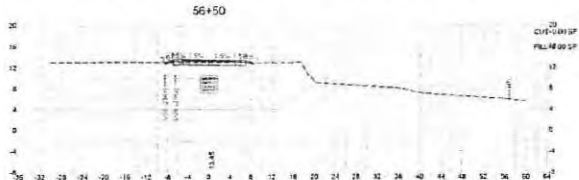
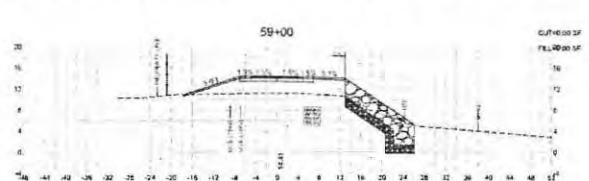
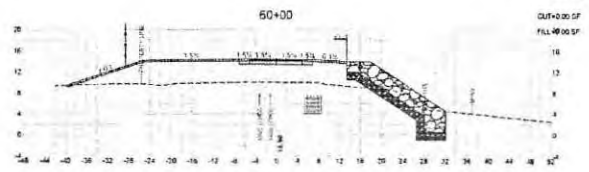
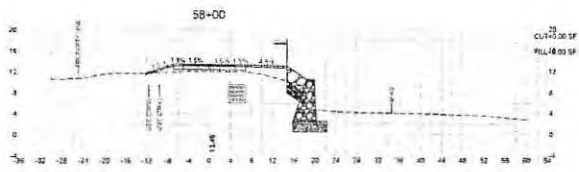
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NOTE FOR SHORELINE STABILIZATION CROSS SECTIONS SEE SHEETS 9-14

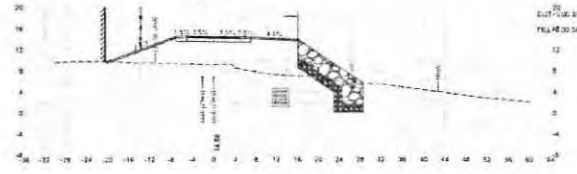
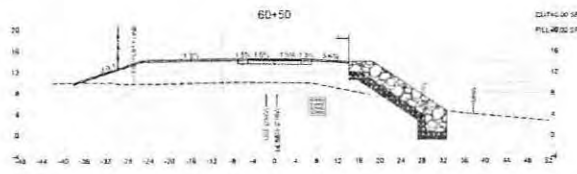
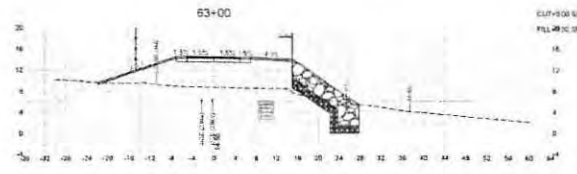
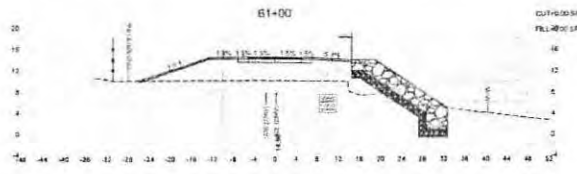
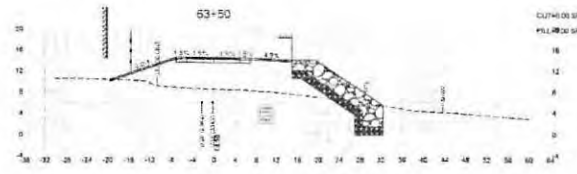
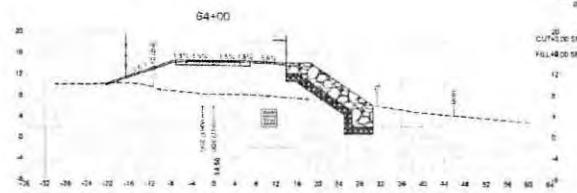
NEWBURYPORT
SHORELINE RESILIENCY CRITICAL INFRASTRUCTURE
PROTECTION AND CLIPPER CITY RAIL TRAIL PROJECT

DATE	REVISION
MM	YY

PROJECT LENGTH
RAIL TRAIL CROSS SECTIONS
PART 1 OF 3



NOTE: FOR SHORELINE STABILIZATION CROSS SECTIONS SEE SHEETS 9-14.

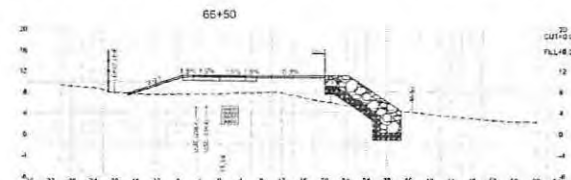
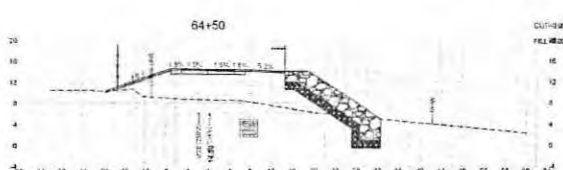
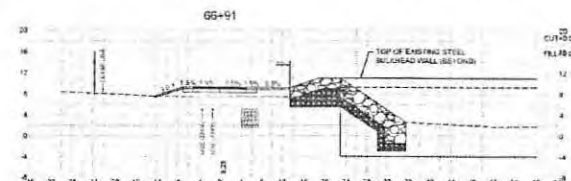
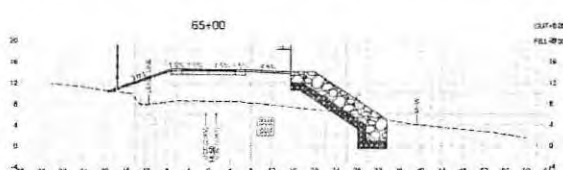
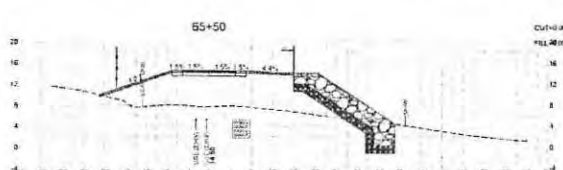
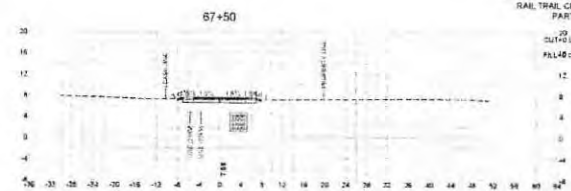
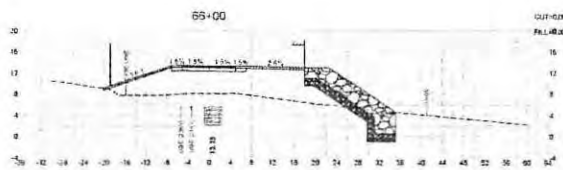


NOTE FOR SHORLINE STABILIZATION CROSS SECTIONS SEE SHEETS 9-14

NEWBURYPORT
SHORELINE RESILIENCY CRITICAL INFRASTRUCTURE
PROTECTION AND CLIPPER CITY RAIL TRAIL PROJECT

Sheet	20	21
Part	20	21
+45 CUT +6.5 FILL		

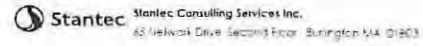
RAIL TRAIL CROSS SECTIONS
PART 3 OF 3



ENGINEER'S ESTIMATE OF QUANTITIES
PREPARED BY: STANTEC CONSULTING SERVICES INC. & GZA
SEPTEMBER 21, 2020

SPEC REQ'D	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	101.	CLEARING AND GRUBBING	A	0.50	\$ 45,000.00	\$ 22,500.00
*	102.52	TEMPORARY TREE PROTECTION FENCE	FT	115	\$ 15.00	1,725.00
	120.	EARTH EXCAVATION	CY	65	\$ 48.50	3,152.50
	121.	CLASS A ROCK EXCAVATION	CY	5	\$ 150.00	750.00
	141.1	TEST PIT FOR EXPLORATION	CY	40	\$ 125.00	7,500.00
	150.	ORDINARY BORROW	CY	6,250	\$ 22.50	140,625.00
	151.	GRAVEL BORROW	CY	530	\$ 50.00	26,500.00
	170.	FINE GRADING AND COMPACTING - SUBGRADE AREA	SY	1,995	\$ 8.75	17,456.25
*	180.01	ENVIRONMENTAL HEALTH AND SAFETY PROGRAM	LS	1	\$ 5,000.00	5,000.00
*	194.	GROUNDWATER OBSERVATION WELL ADJUSTED	EA	2	\$ 500.00	1,000.00
	220.	DRAINAGE STRUCTURE ADJUSTED	EA	1	\$ 450.00	450.00
	227.3	REMOVAL OF DRAINAGE STRUCTURE SEDIMENT	CY	4	\$ 250.00	1,000.00
	227.31	REMOVAL OF DRAINAGE PIPE SEDIMENT	FT	100	\$ 11.50	1,150.00
*	402.121	CRUSHED STONE AND LOAM MIX FOR SHOULDERS	CY	65	\$ 45.00	2,925.00
	440.	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	LB	8,975	\$ 0.40	3,590.00
	443.	WATER FOR ROADWAY DUST CONTROL	MGL	10	\$ 55.00	550.00
	450.23	SUPERPAVE SURFACE COURSE - 12.5 (5% - 12.5)	TON	125	\$ 100.00	12,500.00
	450.32	SUPERPAVE INTERMEDIATE COURSE - 19.0 (5% - 19.0)	TON	205	\$ 110.00	22,550.00
	451.	HMA FOR PATCHING	TON	5	\$ 235.00	1,175.00
	452.	ASPHALT EMULSION FOR TACK COAT	GAL	75	\$ 8.00	600.00
	453.	HMA JOINT SEALANT	FT	26	\$ 1.00	26.00
	646.172	72 INCH CHAIN LINK FENCE (PIPE TOP RAIL) VINYL COATED (LINE POST OPTION) W/ PRIVACY SLATS	FT	225	\$ 78.00	17,550.00
	650.172	72 INCH CHAIN LINK GATE WITH GATE POSTS & PRIVACY SLATS	FT	4	\$ 465.00	2,790.00
*	657.	TEMPORARY FENCE	FT	250	\$ 20.00	5,000.00
	663.	CHAIN LINK FENCE REMOVED AND STACKED	FT	285	\$ 10.00	2,850.00
	666	CHAIN LINK FENCE REMOVED AND RESET	FT	850	\$ 40.00	34,000.00
	667.	CHAIN LINK FENCE GATE W/GATE POSTS REMOVED & STACKED	EA	3	\$ 1,300.00	3,900.00
	668.	CHAIN LINK FENCE GATE W/GATE POSTS REMOVED & RESET	EA	1	\$ 2,500.00	2,500.00
*	696.	LANDSCAPE BOULDER	EA	10	\$ 400.00	4,000.00
*	697.1	SILT SACK	EA	5	\$ 180.00	900.00
	701.	CEMENT CONCRETE SIDEWALK	SY	10	\$ 112.35	1,123.50
*	706.8	GRANITE SLAB - COOMBS WHARF INTERPRETIVE STONES	LS	1	\$ 3,500.00	3,500.00
*	707.1	PARK BENCH	EA	2	\$ 500.00	1,000.00
*	707.13	PARK BENCH - SWING STYLE	EA	1	\$ 500.00	500.00
	711.	BOUND REMOVED AND RESET	EA	2	\$ 640.00	1,280.00
*	730.4	STREET NAME - SPECIAL WITH POST	EA	2	\$ 250.00	500.00
*	730.5	INTERPRETIVE PANEL (POST FRAME MOUNT)	EA	1	\$ 250.00	250.00
*	740.	ENGINEERS FIELD OFFICE AND EQUIPMENT (TYPE A)	MO	6	\$ 3,200.00	19,200.00
	748.	MOBILIZATION	LS	1	\$ 35,000.00	35,000.00
	751.	LOAM BORROW	CY	410	\$ 65.00	26,650.00
*	756.	NPDES STORMWATER POLLUTION PREVENTION PLAN	LS	1	\$ 5,000.00	5,000.00
*	765.12	SHOULDER SEED MIX (TYPE A)	SY	2,100	\$ 2.00	4,200.00
*	765.4	COASTAL SALT TOLERANT MIX (TYPE D)	SY	950	\$ 2.00	1,900.00
*	767.121	SEDIMENT CONTROL BARRIER	FT	270	\$ 11.00	2,970.00
*	772.331	EASTERN RED CEDAR 1.5-2 INCH CALIPER	EA	1	\$ 90.00	90.00
*	773.421	PINE - BLACK 1.5-2 INCH CALIPER	EA	3	\$ 340.00	1,020.00
*	778.131	BIRCH - GRAY 4-5 FOOT CLUMP	EA	6	\$ 400.00	2,400.00
*	781.161	SHADBLOW SERVICE BERRY 6-7 FEET	EA	2	\$ 700.00	1,400.00
*	783.464	BLACK TUPELO 1.5-2 INCH CALIPER	EA	2	\$ 650.00	1,300.00
*	785.811	CHOKEBERRY 18-24 INCH HEIGHT	EA	22	\$ 80.00	1,760.00
	789.431	BEACH PLUM SHRUB 18-24 INCH	EA	20	\$ 75.00	1,500.00
	792.025	HYDRANGEA - QUICK FIRE 18-24 INCH	EA	70	\$ 65.00	4,550.00
	793.028	NINEBARK SHRUB 18-24 INCH	EA	8	\$ 60.00	480.00
	793.611	SWEET PEPPERBUSH 1 GALLON	EA	8	\$ 50.00	400.00
	794.803	SWEETERN 1 GALLON	EA	124	\$ 24.78	3,072.72
	795.009	VIBURNUM - ARROWWOOD 18-24 INCHES	EA	8	\$ 51.50	412.00
	795.155	WINTERBERRY - FEMALE 18-24 INCH	EA	8	\$ 35.50	284.00
	796.071	VIRGINIA CREEPER 1 GALLON	EA	5	\$ 30.00	150.00
	796.231	RUGOSA ROSE 1 GALLON	EA	70	\$ 50.00	3,500.00
	796.428	INDIAN GRASS 1 GALLON	EA	20	\$ 40.00	800.00
	796.471	COASTAL PANICGRASS 1 GALLON	EA	30	\$ 50.00	1,500.00
	832.	WARNING-REGULATORY AND ROUTE MARKER - ALUMINIUM PANEL (TYPE A)	SF	10	\$ 14.00	140.00
	847.1	SIGN SUP (N/GUIDE)-PTE MKR W/1 BRNWAY POST ASSEMBLY - STEEL	EA	1	\$ 139.00	139.00
	852.	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	SF	20	\$ 21.00	420.00
	864.04	PAVEMENT ARROWS AND LEGENDS - REFLECTORIZED WHITE (THERMOPLASTIC)	SF	3	\$ 20.00	60.00
	866.112	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FT	5	\$ 4.00	20.00
	867.104	4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	FT	55	\$ 1.00	55.00

SHORELINE RESILIENCY: CRITICAL INFRASTRUCTURE PROTECTION AND CLIPPER CITY RAIL TRAIL PROJECT
 NEWBURYPORT, MASSACHUSETTS

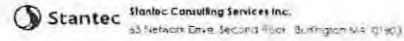


ENGINEER'S ESTIMATE OF QUANTITIES
 PREPARED BY: STANTEC CONSULTING SERVICES INC. & GZA
 SEPTEMBER 21, 2020

SPEC REQ'D	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
*	984.1	SHORELINE STABILIZATION ITEMS				
		EARTH EXCAVATION	CY	1000	\$ 48.50	\$ 48,500.00
		CORRUGATED PLASTIC PIPE EXTENSION	FT	15	\$ 100.00	\$ 1,500.00
		STONE FOR PIPE ENDS	SY	4	\$ 50.00	\$ 200.00
		STONE MASONRY WALL DRY	CY	50	\$ 600.00	\$ 30,000.00
		RESET STONE MASONRY WALL DRY	CY	15	\$ 450.00	\$ 6,750.00
		GEOTEXTILE FABRIC FOR STABILIZATION	SY	3000	\$ 8.00	\$ 24,000.00
		CONCRETE FOOTING (4000 PSI, 3/4" AGG.)	CY	20	\$ 800.00	\$ 16,000.00
		STEEL REINFORCEMENT (EPOXY COATED)	LB	600	\$ 5.00	\$ 3,000.00
		PEVETMENT ARMOR STONE (~25% EXISTING)	TON	2400	\$ 150.00	\$ 360,000.00
		MODIFIED ROCKFILL (PEVETMENT BEDDING STONE)	TON	1,900	\$ 110.00	\$ 209,000.00
		SUBTOTAL			\$	1,173,730.97
		15% CONTINGENCY			\$	176,059.65
		CONTRACT ADMINISTRATION (5%)			\$	58,686.55
		TRAFFIC POLICE			\$	—
		UTILITY FORCE ACCOUNT			\$	275,000.00
		(BASED ON GRID COORDINATION: 2 MANHOLES ADJUSTED/RAISED 3" EACH + 2 MANHOLES RAISED 5" EACH; REMOVE EXISTING ROOF OF CONCRETE DUCT BANK, PIN WALLS, FORM NEW WALLS AND ROOFS, POUR CONCRETE, REINSTALL MH)				
		TOTAL			\$	1,683,477.16
		ESCALATION ALLOWANCE (3% PER YEAR, 1 YEAR TO 2021)			\$	50,504.31
		TOTAL			\$	1,733,981.48

NOTE: UNIT PRICES BASED ON MASSDOT WEBSITE FOR DISTRICT 4 (CHART PRICES), 11 NOVEMBER 2017

SHORELINE RESILIENCY: CRITICAL INFRASTRUCTURE PROTECTION AND CUPPER CITY RAIL TRAIL PROJECT
NEWBURYPORT, MASSACHUSETTS



ENGINEER'S ESTIMATE OF QUANTITIES
PREPARED BY: STANTEC CONSULTING SERVICES INC. & GZA
SEPTEMBER 21, 2020

SPEC REQ'D	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	101	CLEARING AND GRUBBING	A	0.50	\$ 45,000.00	\$ 22,500.00
*	102.52	TEMPORARY TREE PROTECTION FENCE	FT	115	\$ 15.00	\$ 1,725.00
	120	EARTH EXCAVATION	CY	63	\$ 48.50	\$ 3,152.50
	121	CLASS A ROCK EXCAVATION	CY	5	\$ 150.00	\$ 750.00
	141.1	TEST PIT FOR EXPLORATION	CY	60	\$ 125.00	\$ 7,500.00
	150	ORDINARY BORROW	CY	6,250	\$ 22.50	\$ 140,625.00
	151	GRAVEL BORROW	CY	520	\$ 50.00	\$ 26,500.00
	170	FINE GRADING AND COMPACTING - SUBGRADE AREA	SY	1,995	\$ 8.75	\$ 17,456.25
*	180.01	ENVIRONMENTAL HEALTH AND SAFETY PROGRAM	LS	1	\$ 5,000.00	\$ 5,000.00
*	194	GROUNDWATER OBSERVATION WELL ADJUSTED	EA	2	\$ 500.00	\$ 1,000.00
	220	DRAINAGE STRUCTURE ADJUSTED	EA	1	\$ 450.00	\$ 450.00
	227.3	REMOVAL OF DRAINAGE STRUCTURE SEGMENT	CY	4	\$ 250.00	\$ 1,000.00
	227.31	REMOVAL OF DRAINAGE PIPE SEDIMENT	FT	100	\$ 11.50	\$ 1,150.00
*	402.121	CRUSHED STONE AND LOAM MIX FOR SHOULDERS	CY	65	\$ 45.00	\$ 2,925.00
	440	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	LB	8,975	\$ 0.40	\$ 3,590.00
	443	WATER FOR ROADWAY DUST CONTROL	MGL	10	\$ 55.00	\$ 550.00
	450.23	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5)	TON	125	\$ 100.00	\$ 12,500.00
	450.32	SUPERPAVE INTERMEDIATE COURSE - 19.0 (SIC - 19.0)	TON	205	\$ 110.00	\$ 22,550.00
	451	HMA FOR PATCHING	TON	5	\$ 235.00	\$ 1,175.00
	452	ASPHALT EMULSION FOR TACK COAT	GAL	75	\$ 8.00	\$ 600.00
	453	HMA JOINT SEALANT	FT	26	\$ 1.00	\$ 26.00
	646.172	72 INCH CHAIN LINK FENCE (PIPE TOP RAIL) VINYL COATED (LINE POST OPTION) W/ PRIVACY SLATS	FT	225	\$ 78.00	\$ 17,550.00
	650.172	72 INCH CHAIN LINK GATE WITH GATE POSTS & PRIVACY SLATS	FT	6	\$ 465.00	\$ 2,790.00
*	657	TEMPORARY FENCE	FT	250	\$ 20.00	\$ 5,000.00
	665	CHAIN LINK FENCE REMOVED AND STACKED	FT	285	\$ 10.00	\$ 2,850.00
	666	CHAIN LINK FENCE REMOVED AND RESET	FT	850	\$ 40.00	\$ 34,000.00
	667	CHAIN LINK FENCE GATE W/GATE POSTS REMOVED & STACKED	EA	3	\$ 1,300.00	\$ 3,900.00
	668	CHAIN LINK FENCE GATE W/GATE POSTS REMOVED & RESET	EA	1	\$ 2,500.00	\$ 2,500.00
*	696	LANDSCAPE BOULDER	EA	10	\$ 400.00	\$ 4,000.00
*	697.1	SILT SACK	EA	5	\$ 180.00	\$ 900.00
	701	CEMENT CONCRETE SIDEWALK	SY	10	\$ 112.35	\$ 1,123.50
*	706.8	GRAHITE SLAB - COOMBS WHARF INTERPRETIVE STONES	LS	1	\$ 3,500.00	\$ 3,500.00
*	707.1	PARK BENCH	EA	2	\$ 500.00	\$ 1,000.00
*	707.13	PARK BENCH - SWING STYLE	EA	1	\$ 500.00	\$ 500.00
	711	BOUND REMOVED AND RESET	EA	2	\$ 640.00	\$ 1,280.00
*	730.4	STREET NAME - SPECIAL WITH POST	EA	2	\$ 250.00	\$ 500.00
*	730.5	INTERPRETIVE PANEL (POST FRAME MOUNT)	EA	1	\$ 250.00	\$ 250.00
*	740	ENGINEERS FIELD OFFICE AND EQUIPMENT (TYPE A)	MO	6	\$ 3,200.00	\$ 19,200.00
	748	MOBILIZATION	LS	1	\$ 35,000.00	\$ 35,000.00
	751	LOAM BORROW	CY	410	\$ 65.00	\$ 26,650.00
*	756	NPDES STORMWATER POLLUTION PREVENTION PLAN	LS	1	\$ 5,000.00	\$ 5,000.00
*	765.12	SHOULDER SEED MIX (TYPE A)	SY	2,100	\$ 2.00	\$ 4,200.00
*	765.4	COASTAL SALT TOLERANT MIX (TYPE D)	SY	950	\$ 2.00	\$ 1,900.00
*	767.121	SEDIMENT CONTROL BARRIER	FT	270	\$ 11.00	\$ 2,970.00
*	772.331	EASTERN RED CEDAR 1.5-2 INCH CALIPER	EA	1	\$ 90.00	\$ 90.00
*	773.421	PINE - BLACK 1.5-2 INCH CALIPER	EA	3	\$ 340.00	\$ 1,020.00
*	778.131	BIRCH - GRAY 4-5 FOOT CLUMP	EA	6	\$ 400.00	\$ 2,400.00
*	781.161	SHADBLow SERVICE BERRY 5-7 FEET	EA	2	\$ 700.00	\$ 1,400.00
*	783.464	BLACK TUPELO 1.5-2 INCH CALIPER	EA	2	\$ 650.00	\$ 1,300.00
*	785.814	CHOCHEBERRY 18-24 INCH HEIGHT	EA	22	\$ 80.00	\$ 1,760.00
*	789.431	BEACH PLUM SHRUB 18-24 INCH	EA	20	\$ 75.00	\$ 1,500.00
	792.025	HYDRANGEA - QUICK FIRE 18-24 INCH	EA	70	\$ 65.00	\$ 4,550.00
	793.028	NINEBARK SHRUB 18-24 INCH	EA	8	\$ 60.00	\$ 480.00
	793.611	SWEET PEPPERBUSH 1 GALLON	EA	8	\$ 50.00	\$ 400.00
	794.803	SWEETCORN 1 GALLON	EA	124	\$ 24.78	\$ 3,072.72
	795.009	VIBURNUM - ARROWWOOD 18-24 INCHES	EA	8	\$ 51.50	\$ 412.00
	795.155	WINTERBERRY - FEMALE 18-24 INCH	EA	8	\$ 35.50	\$ 284.00
	796.071	VIRGINIA CREEPER 1 GALLON	EA	5	\$ 30.00	\$ 150.00
	796.231	RUGOSA ROSE 1 GALLON	EA	70	\$ 50.00	\$ 3,500.00
	796.428	INDIAN GRASS 1 GALLON	EA	20	\$ 40.00	\$ 800.00
	796.471	COASTAL PANICGRASS 1 GALLON	EA	30	\$ 50.00	\$ 1,500.00
	802	WARNING-REGULATORY AND ROUTE MARKER - ALUMINUM PANEL (TYPE A)	SF	10	\$ 14.00	\$ 140.00
	847.1	SIGN SUP. (H/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	EA	1	\$ 139.00	\$ 139.00
	852	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	SF	20	\$ 21.00	\$ 420.00
	864.04	PAVEMENT ARROWS AND LEGENDS REFLECTORIZED WHITE (THERMOPLASTIC)	SF	3	\$ 20.00	\$ 60.00
	866.112	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FT	5	\$ 4.00	\$ 20.00
	867.104	4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	FT	55	\$ 1.00	\$ 55.00



CHARLES D. BAKER
GOVERNOR

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON MA 02133
(617) 725-4000



KARYN E. POLITO
LIEUTENANT GOVERNOR

June 30, 2020

Geordie Vining
Planning Office
City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

Dear Mr. Vining,

Congratulations! I am pleased to notify you that the **Riverfront Critical Gap: Clipper City Rail Trail, Coastal Trails Regional Network, and Storm Surge/Sea Level Resiliency** project has been awarded a 2020 MassTrails Grant in the amount of \$100,000. Thank you for your commitment towards the enhancement of trails and trail access in your community. We look forward to working with you on this important project!

Your project was one of 94 proposals requesting over \$8.8 million submitted during the grant application period. This year, 54 projects will receive awards totaling \$4 million.

You will be receiving further instructions and information regarding your MassTrails Grant in the coming days. If you have any questions or would like to notify us of any changes to your grant project, please contact Amanda Lewis, MassTrails Program Manager, at 617-645-8314 or amanda.lewis@mass.gov.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Press Release: 2020-09-16

Baker-Polito Administration Awards \$11.1 Million in Climate Change Funding to Cities and Towns

Baker-Polito Administration Awards \$11.1 Million in Climate Change Funding to Cities and Towns

FITCHBURG — Continuing its historic investment in climate change resiliency, the Baker-Polito Administration today announced **\$11.1 million in grants to cities and towns through the Municipal Vulnerability Preparedness (MVP) Program.** This announcement brings total state investment in climate change resilience through the MVP program to over \$44 million since 2017. The popular grant and designation program provides communities with funding and technical support to identify climate hazards, develop strategies to improve resilience, and implement priority actions to adapt to climate change. The grants were announced by Governor Charlie Baker and Lieutenant Governor Karyn Polito in Fitchburg as part of the Baker-Polito Administration's celebration of Climate Week in the Commonwealth.

"Projects like those receiving awards today are not only critical for the resilience of our communities, but also create local jobs, contribute to the economy, and avoid future costs," **said Governor Charlie Baker.** "As we celebrate Climate Week, I am proud of the \$44 million we've invested since 2017 through MVP, and we look forward to continuing the strong partnerships we've built with cities and towns to prepare for climate change impacts throughout the Commonwealth."

“The continued success of the MVP program shows how important building resiliency in Massachusetts communities is to our municipal partners and residents,” **said Lieutenant Governor Karyn Polito**. “We are thrilled to reach 89 percent participation in this voluntary program and are excited to continue to invest in efforts to build climate resilience in the Commonwealth.”

With this announcement, 89% of Massachusetts cities and towns, or 312 municipalities, are now enrolled in the MVP program, which pairs local leadership and knowledge with a significant investment of resources and funding from the Commonwealth to address ongoing climate change impacts like sea level rise, inland flooding, storms, and extreme temperatures. The program was created was created in 2017 as part of Governor Baker’s **Executive Order 569** (<https://www.mass.gov/eea/pr-2016/governor-signs-climate-change-strategy-executive-order.html>).

The \$11.1 million announced today will go towards MVP Planning Grants and Action Grants. Planning Grants support communities in working with a state-certified technical assistance provider to lead a community-wide planning workshop to identify key climate-related hazards, vulnerabilities and strengths, develop adaptation actions, and prioritize next steps. Results of the workshops and planning efforts inform existing local plans, grant applications, and policies.

Communities are then eligible for competitive MVP Action Grant funding to implement priority on-the-ground projects. Projects are focused on proactive strategies to address climate change impacts and may include retrofitting and adapting infrastructure, actions to invest in and protect environmental justice communities and improve public health, detailed vulnerability assessments or design and engineering studies, stormwater upgrades, dam retrofits and removals, culvert upgrades, drought mitigation, energy resilience, mosquito control initiatives, and that focus on implementing nature-based solutions such as wetland restoration and floodplain protection.

“In this fourth round of MVP Action Grants, we are seeing the continuation of many projects we helped fund in the planning stage that are now ready for on-the-ground implementation,” **said Energy and Environmental Affairs Secretary Kathleen**

Theoharides. "We are pleased to see the hard work of our municipal partners pay off in this way and are also excited for the many new communities that are just starting to take action to build resilience to climate change through the MVP planning process."

The following communities will receive funding to complete the MVP planning process in 2020-2021:

Applicant	MVP Program Region	Grant Award
Ashburnham	Central	\$22,000
Ashby	Central	\$27,000
Berkley	Southeast	\$15,000
Carlisle	Northeast	\$27,000
Cheshire	Berkshires & Hilltowns	\$32,000
Chester	Berkshires & Hilltowns	\$26,500
Foxborough	Greater Boston	\$17,000
Granville	Berkshires & Hilltowns	\$27,000
Hampden	Greater Connecticut River Valley	\$40,000

Hardwick	Greater Connecticut River Valley	\$20,000
Heath	Berkshires & Hilltowns	\$27,000
Holbrook	Greater Boston	\$32,000
Hopedale	Central	\$15,000
Leyden	Greater Connecticut River Valley	\$27,000
Mount Washington	Berkshires & Hilltowns	\$20,000
New Braintree	Greater Connecticut River Valley	\$20,000
Otis	Berkshires & Hilltowns	\$20,000
Petersham	Greater Connecticut River Valley	\$20,000
Richmond	Berkshires & Hilltowns	\$20,000
Stockbridge	Berkshires & Hilltowns	\$38,000
Upton	Central	\$20,000
West Brookfield	Greater Connecticut River Valley	\$20,000
Westhampton	Berkshires & Hilltowns	\$20,000

Whitman	Greater Boston	\$29,000
Wilbraham	Greater Connecticut River Valley	\$32,000
Wilmington	Northeast	\$31,000
Total (26)		\$644,500

The following communities were awarded Action Grants:

Applicant	Project Title	Grant Award
Agawam	Agawam Stormwater Master Plan	\$216,750
Arlington & Resilient Mystic Collaborative	Wicked Hot Mystic	\$186,200
Athol & North Quabbin Community Coalition	Lord Pond Plaza Improvement Project	\$117,760
Auburn	Leesville Pond Water Quality Protection and Community-Wide Resiliency Improvements	\$209,895
Belchertown	Enhancing Water Supply Reliability: Resilient Water Storage and Water Conservation – Design & Implementation	\$698,356

Blandford	Resilient Community-Driven Master Plan + Resilient Regulatory Work	\$102,824
Bolton, Harvard, & Devens	Apple Country Ecological Climate Resiliency and Carbon Planning Assessment	\$250,000
Boston	City of Boston Heat Resilience Planning Study	\$280,070
Braintree	Monatiquot River Restoration – Construction	\$750,000
Cambridge & Metro Mayors	Building Resilience to Climate Driven Heat in Metro Boston	\$268,820
Chelsea	Urban Heat Island Mitigation Project	\$262,996
East Longmeadow	Comprehensive Master Plan	\$84,833
Easthampton	Green Infrastructure Planning and Resiliency Design for Cherry Street	\$175,957
Fall River, Dighton, Somerset, & Swansea	Regional Emergency Water System Interconnectivity Analysis	\$100,650
Fitchburg	John Fitch Highway – A Resilient Road Corridor	\$271,787
Granby	Resilient Regulatory Work and Refocusing on Climate Resilience Pathway in Master Plan	\$34,272

Great Barrington	Climate Action, Resilience, and Equity Great Barrington (CARE GB)	\$70,400
Haverhill	Little River Dam Removal Feasibility Study	\$129,693
Holyoke	Holyoke Urban Forest Equity Plan	\$135,032
Lakeville, Middleborough, Freetown, Rochester, Taunton, & New Bedford	Assawompset Ponds Complex Watershed Management and Climate Action Plan	\$93,236
Lawrence	Flood Study and DPW Yard Adaptation Plan	\$213,418
Leominster	Monoosnoc Brook Bank Stabilization Project	\$200,661
Lexington & Resilient Mystic Collaborative	Upper Mystic River Watershed Regional Stormwater Wetlands	\$670,000
Littleton	Watershed Protection for Climate Resiliency- Brown's Woods Acquisition	\$763,050
Lowell	Claypit Brook Climate Resilience Stormwater Management Capital Improvement Plan	\$138,000
Lynn	Strawberry Brook Green Infrastructure Implementation	\$199,090
Malden	Malden River Works	\$150,015

Medford	Conceptualization and Community Building for Equitable, Community-Driven Resilience Hubs in Medford	\$202,485
Milford	Green Stormwater Infrastructure in Milford Town Park	\$419,123
Millbury	Armory Village Green Infrastructure Project - Phase II	\$125,600
Natick & Charles River Watershed	Building Resilience Across the Charles River Watershed	\$264,171
Newburyport	Resilient Critical Infrastructure: Adapting a Wastewater Treatment Facility, Underground Electric Lines, and Public Rail Trail to Future Sea Level Rise and Storm Surge	\$1,000,000
Plympton	Building a Municipal Resilience Portfolio: Assessment of Critical Land in the Winnetuxet River Corridor	\$41,929
Provincetown	Permit Level Design of the Ryder Street Outfall Relocation and Drainage Improvements	\$70,465
Revere	Coastal Resilience Feasibility Study for the Point of Pines and Riverside Area	\$210,689
Salisbury	Resilient Rings Island: Preventing a Neighborhood from Being Stranded by Flooding	\$250,000

South Hadley	Climate Resilient South Hadley	\$105,000
Springfield	People-Focused Resilient Redesign and Retrofits for Community/Civic Infrastructure and Critical Facilities	\$210,422
Stow & Hudson	Assessing the Health of Lake Boon – A Key to Climate Resiliency in Stow & Hudson, MA – and Beyond	\$154,000
Williamstown & Mohawk Trail Woodlands Partnership	Mohawk Trail Woodland Partnership Forest Stewardship, Resilience, and Climate Adaptation	\$164,575
Windsor	River Road Site 1 Culvert	\$460,000
Total (41)		\$10,452,224

MVP supports implementation of the State Hazard Mitigation and Climate Adaptation Plan, released in September 2018, which provided a national model of integrating hazard mitigation priorities with forward-looking climate change data and solutions. The plan is implemented within state government by the Resilient MA Action Team, an inter-agency team led by the Executive Office of Energy and Environmental Affairs and the Massachusetts Emergency Management Agency and staffed by designated Climate Change Coordinators from each Executive Office. The Resilient MA Action Team provides guidance and decision-making for Plan implementation, further refines priority actions, and ensures actions are integrated into agency practice and policy. The RMAT is also developing climate resilience standards and guidelines for state agencies and a project climate risk screening tool for the annual

capital planning process and state-funded infrastructure grant programs to ensure that investments are climate-smart. These tools are anticipated to be launched on [ResilientMA.org \(http://resilientma.org/\)](http://resilientma.org) in early 2021.

"I am proud to be able to partner with the Governor, Lieutenant Governor, and Secretary Theoharides to promote the MVP program in the Worcester Middlesex District," **said State Senator Dean Tran (R-Fitchburg)**. "The grants issued under this program by the Baker-Polito Administration will tremendously assist cities and towns in planning for climate change resiliency and implementing priority projects."

"The Municipal Vulnerability Preparedness (MVP) Program is vital to helping cities and towns address climate change at the local level," **said State Representative Natalie Higgins (D-Leominster)**. "I am excited that Leominster secured funding for the Monoosnoc Brook Bank Stabilization Project through the MVP Program this year."

This year's Climate Week marks four years since Governor Baker **signed Executive Order 569 (https://www.mass.gov/news/governor-baker-signs-climate-change-strategy-executive-order)** which lays out a comprehensive approach to further reduce greenhouse gas emissions, safeguard residents, municipalities and businesses from the impacts of climate change, and build a more resilient Commonwealth. More recently, the Administration has committed to investing \$1 billion in climate resiliency by 2022 and achieving net-zero greenhouse gas emissions by 2050. The Commonwealth is working to determine how best to achieve this emissions limit through its 2050 Roadmap, a nation-leading quantitative and qualitative planning effort that will chart multiple technical and policy pathways by which the Commonwealth can equitably and cost-effectively achieve net zero emissions by 2050, and will conclude with the publication of a long-range 2050 Roadmap report. Additionally, the Administration is working with municipalities throughout the Commonwealth to prepare for the impacts of climate change through the nation-leading Municipal Vulnerability Preparedness (MVP) Program, which has now enrolled 89 percent of cities and towns.

Recently, the Massachusetts Emergency Management Agency announced a new federal funding opportunity through FEMA that is designed to reduce, minimize or eliminate the increasing and varied natural hazards that result from our changing climate. The Building Resilient Infrastructure and Communities (BRIC) grant program will fund construction projects might include floodplain restorations, stormwater drainage and culvert upgrades, structural retrofits and floodproofing for community lifelines, and much more. Projects funded under the program are expected to include the incorporation of nature-based approaches to mitigating hazards whenever possible. More information on the BRIC program can be found by visiting **MEMA's website (<https://www.mass.gov/service-details/pdm-fma-bric-grants>)**.