

The *Ad Hoc* Central Waterfront Committee was charged to develop policies and objectives regarding a long-term vision for the Central Waterfront, including number of parking spaces, land ownership, and operational and maintenance responsibilities, subject to full Council approval. The Committee recommends that the City Council endorse the following terms of a final settlement.

Executive Summary of Proposed Settlement:

- **Extraordinary treatment** for Central Waterfront to resolve 40 years of dispute
- With state approval, **City** binds self to fund maintenance of expanded public park
- **NRA** grants all but two upland parcels to Waterfront Trust for expanded public park
- **Waterfront Trust** affirms City's exclusive rights to public parking & water-dependent uses
- Construction of expanded park **contingent upon raising capital funds**

1. Master Plan reconciling Sidford-Uhlig Plan + COW Plan + Andy Port Plan

- a. Expanded **Market Landing Park**, including widened shoreline berm
- b. Reconfigured **West Parking Lot** and **East Parking Lot**
- c. Dimensions and locations of **"Ways" settled for all time**
 - i. All ways **perpendicular to shore**
 - ii. **Non-vehicular Central Wharf Way** aligned with Unicorn Street
- d. **Clipper City Rail Trail** passes through as a "loop"
- e. **Firehouse Center** controls patio as facility of public accommodation, as today
- f. **Custom House** controls its "back yard," as today
- g. **Harbor Master** controls all water-dependent uses (docks), as today
- h. City controls **upland parcel on Merrimac Street** west of Central Wharf Way
- i. City controls **upland parcel on Water Street** at entrance to East Parking Lot

2. Waterfront Trust reorganizes, such that:

- a. Board of Trustees increases to **seven (7)** by adding **1 NRA board member + 1 Settlor**
- b. No further role for **1980 litigants (Settlors) or the NRA**
- c. Primary mission = **stewardship of "public park"**
- d. **Acts as City commission:** open meeting, conflicts of interest, & public records laws
- e. Can grant **easements solely to City for public purposes**, and below market rates
- f. Duty to **charge reasonable usage fees** for public park
- g. **Audit and other enforcement rights** by City Council and citizens
- h. Amendments require **2/3 Trustees + 2/3 City Council + Attorney General**

3. City binds itself legally to fund operation and maintenance of expanded public park:

- a. **No explicit link** to parking fees, dockage fees, or any other revenue sources
- b. **Instead special state legislation** eliminates need for annual budgetary appropriation
 - i. Agreed-to park **size and basic features**
 - ii. Agreed-to **maintenance and replacement schedules**
 - iii. No less than \$70,000 and no more than \$225,000, annually
 - iv. **WT able to enforce by injunction** without normal showing
 - v. Backed by **full faith and credit of City** of Newburyport
- c. **Create ca. \$1 million endowment fund for operations and maintenance**
 - i. WT and NRA contribute their current reserves (ca. \$500,000)
 - ii. Principal cannot be spent
- d. **City not obliged to fund construction** of capital improvements

4. NRA grants 100% of its land, with no “deadline” for agency dissolution

- a. **WT accepts:**
 - i. **Bulkhead**, but City gets right to access for public water-dependent uses
 - ii. **Riverside Pk./Somerby Way**, but City gets exclusive public pkg. rights
 - iii. **West Parking Lot**, but City gets exclusive public parking rights
 - iv. **East Parking Lot**, but City gets exclusive public parking rights
 - v. Scrap of land **east of Railroad Avenue**
 - vi. Non-exclusive easement for **telecommunications at Firehouse Center**
- b. **City accepts:**
 - i. **Firehouse Center patio**, but restricted to use by City’s non-profit tenant
 - ii. **Submerged lands**, but restricted to public water-dependent uses
 - iii. **Custom Hse. backyard**, but restricted to use by City’s non-profit tenant
 - iv. **Upland parcel on Merrimac Street** west of Unicorn Street
 - v. **Upland parcel on Water Street** at entrance to East Parking Lot
 - vi. Non-exclusive easement for **Clipper City Rail Trail** (Mass. rights, too)
 - vii. Non-exclusive easement for **underground utilities**
 - viii. Non-exclusive **easement for operations and maintenance**
 - ix. **Vehicular public way through Riverside Park** (Mass. rights, too.)
 - x. Exclusive **public parking rights**, as part of City system (resident privileges)
 - xi. Exclusive **public water-dependent use rights**, under Harbor Master
 - xii. Non-exclusive access rights for **public safety services**
- c. **Accurate surveys and subdivision maps to be recorded**

5. Parties agree to cooperate reasonably regarding planned public park expansion

- a. NRA to resolve **Activities Use Limitation (AUL)** with US EPA
- b. **City to assist in identifying grants to fund construction** of capital improvements
- c. **Waterfront obliged to build capital improvements** only once funding in place