

Exhibit Q
Special Act & City Council Resolution
(portions applicable to Park Design & Construction)

Chapter 96
of the Acts of 2020

T H E C O M M O N W E A L T H O F M A S S A C H U S E T T S

In the One Hundred and Ninety-First General Court

AN ACT TO DISSOLVE THE NEWBURYPORT REDEVELOPMENT AUTHORITY AND TRANSFER ITS LANDS TO THE CITY OF NEWBURYPORT.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding section 4 of chapter 121B and section 51 of chapter 155 of the General Laws or any other general or special law to the contrary, the Newburyport redevelopment authority, established on February 1, 1960 by vote of the city council of the city of Newburyport pursuant to said section 4 of said chapter 121B, is hereby dissolved and shall not be continued as a body corporate after the effective date of this act. No approval from the department of housing and community development or any other state agency shall be necessary to effect the same.

SECTION 2. Notwithstanding any general or special law to the contrary, the entirety, without exception, of all monies, and personal and real property interests whatsoever held by the Newburyport redevelopment authority are hereby transferred and conveyed to, and shall be vested in, the city of Newburyport, with all lands whatsoever, including, without limitation, tidelands, whether flowed or filled, to be held permanently for the purposes of park and conservation uses; provided, however, that: (i) public parking shall not be an excluded use; and (ii) all existing public rights for fishing, fowling and navigation within said tidelands shall be preserved in their entirety.

The city may execute and deliver a certificate in a form suitable for recording referencing the passage of this act along with a copy of said act and the register of deeds for Essex county shall accept the same for recording and make a marginal reference thereto upon the record of all applicable deeds for real property heretofore owned by the Newburyport redevelopment authority, as provided in summary format by the city of Newburyport. The land court shall also accept said certificate and a copy of this act for the purposes of issuing a certificate of title to the city of Newburyport for any registered land heretofore owned by the Newburyport redevelopment authority.

SECTION 3. The city of Newburyport shall, for all purposes, be the successor of interest to the Newburyport redevelopment authority under the stipulation in land court case number 39539, dated March 31, 1980, and recorded in Essex South district registry of deeds at book 6695, page 428, including, without limitation, as to all outstanding obligations thereunder.

SECTION 4. The city of Newburyport shall reserve any monies transferred to the city pursuant to section 2, in addition to no less than 100 per cent of any ongoing meter revenues generated from parking on the land solely for the purposes of design, construction, maintenance or operation of an extended waterfront park and related infrastructure on: (1) the lands described in section 2; provided, however, that the lands shall be protected under article 97 of the Constitution; and (2) adjacent property as deemed necessary by the city of Newburyport for the purposes of integrating the waterfront park expansion with adjacent public parks, ways and infrastructure. Such funds shall be placed into a separate, designated receipts reserved for appropriation fund for these purposes as improvements to the public realm.

SECTION 5. If any provision of this act conflicts with any provisions of any general or special law, state agency regulations or guidelines, the provisions of this act shall govern.

If after the effective date of this act, the city of Newburyport determines that a new redevelopment authority shall be necessary in the city for any reason, it may vote to organize a new redevelopment authority in accordance with section 4 of chapter 121B of the General Laws.

SECTION 6. All members of the Newburyport redevelopment authority immediately prior to the effective date of this act shall immediately transfer all files, legal and financial records or other materials belonging to the Newburyport redevelopment authority to the city of Newburyport, acting through its office of planning and development. Such files, records and materials shall include any such items held by consultants or legal counsel to the Newburyport redevelopment authority, without reservation.

SECTION 7. The city of Newburyport shall design, fund and construct an extended waterfront park. On a best-efforts basis, the design shall be consistent with the principles and references documented in the ad hoc central waterfront committee's proposed amendment, dated May 30, 2017 agreed upon by the Newburyport city council in May 2017, which is on file with the city clerk.

SECTION 8. This act shall take effect upon its passage.

House of Representatives, June 4, 2020.

Passed to be enacted,

Paul J. Donato, Speaker.

In Senate, June 11, 2020.

Passed to be enacted,

Karen E. Spilka President.

June 19, 2020.

Approved, at 12 o'clock and 10 minutes, P. M.

Charles D. Bass
Governor.

AD HOC CENTRAL WATERFRONT COMM. – PROPOSED AMENDMENT, MAY 30, 2017

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:

- NRA grants all parcels to Waterfront Trust for public park and waterside uses, *except* Firehouse Patio (City leases to Firehouse Ctr.) and Custom Hse. land (City leases to Custom Hse.)
- City takes exclusive easement to operate public parking at West & East Parking Lots
- Submerged lands equitably split between City and Waterfront Trust
- 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 and smaller West Parking Lot and East Parking Lot
- c. Dimensions and locations of “Ways” settled for all time, with all ways perpendicular to shore, and non-vehicular Central Wharf Way aligned with Unicorn Street
- d. Clipper City Rail Trail passes through as a “loop”
- e. Firehouse Center lease with City adds patio as facility of public accommodation
- f. Custom House lease with (now) City adds land back to bulkhead, subject to current public uses
- g. Harbor Master operates all water-dependent uses (docks), as today

2. Waterfront Trust reorganizes, such that:

- a. Board of Trustees increases to seven (7). Mayor appoints four (4) and City Council appoints three (3). First two appointed by Council = 1 NRA member + 1 Settlor.
- b. One trustee serves ex-officio on Harbor Commission, and one Harbor Commissioner (or Harbor Master) serves as ex-officio on Waterfront Trust.
- c. No further role for 1980 litigants (Settlers) or the NRA
- d. Primary mission = stewardship of “public park and waterside uses”
- e. Acts as City commission: open meeting, conflicts of interest, & public records laws
- f. Can grant easements solely to government agencies for public purposes, at below market
- g. Duty to charge reasonable usage fees for public park and waterside uses
- h. Audit and enforcement rights by City Council and citizens
- i. Amendments require 2/3 Trustees + 2/3 City Council + Attorney General

3. Diverse, direct revenue streams to an autonomous Waterfront Trust

a. Existing Income to continue:

Riverside Park parking revenues
Embayment + Upriver ≈250 linear ft. dockage fees
Park usage fees, etc
Donations, etc

AD HOC CENTRAL WATERFRONT COMM. – PROPOSED AMENDMENT, MAY 30, 2017

b. New income from West & East Park Lots that increase with Park size/costs:

Park Size	West & East Pkg. Lot Revenues		City Cash Payment
4 acres (current)	10% Trust / 90% City		\$0
4.5 acres	30% Trust / 70% City	+	\$12,500
5 acres	50% Trust / 50% City		\$25,000
5.5 acres	70% Trust / 30% City		\$37,500
6+ acres (built out)	90% Trust / 10% City		\$50,000

Parking Revenue shares are fixed; require mutual City/Trust agreement to change

- c. **New income from any docks extended outward from Embayment/Upriver ≈250 linear feet, shared with City in equal proportion to City’s share of capital/grant investment.**
- d. **New income from ≈\$350,000 endowment fund created from WT and NRA reserves (Principal cannot be spent)**
- e. **City not obliged to help fund construction, maintenance, or replacement of any WT property excepting the Bulkhead**

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

- a. **WT accepts NRA land, and confirmation of the following rights:**
 - i. **Bulkhead**, but City gets right to access for public waterside uses
 - ii. **Riverside Pk./Somerby Way**, including all rights to public parking use
 - iii. **West Parking Lot**, but City gets exclusive easement for public parking use
 - iv. **East Parking Lot**, but City gets exclusive easement for public parking use
 - v. **Scrap of land east of Railroad Avenue**
 - vi. Non-exclusive easement for **telecommunications at Firehouse Center**
 - vii. **Embayment**, including all rights to use and revenue (no change)
 - viii. **Submerged lands upriver of Embayment (≈250 linear ft.)**, including use and revenue
- b. **City accepts two parcels for non-profit tenants, and confirmation of the following rights:**
 - i. **Firehouse Center patio**, but restricted to use by City’s non-profit Firehouse tenant
 - ii. **Submerged lands downriver of Embayment**, including use and revenues
 - iii. **Land behind Custom House to Bulkhead**, but restricted to use by City’s non-profit Custom House tenant, subject to existing public uses, under a new 99-year lease
 - iv. Non-exclusive easement for **Clipper City Rail Trail** (Mass. rights, too)
 - v. Non-exclusive easement for **underground utilities**
 - vi. Non-exclusive easement for **operations and maintenance**
 - vii. **Vehicular public way through Riverside Park** (Mass. rights, too.)
 - viii. Exclusive easement for **public parking use at West & East Pkg. Lots** (resident privs.)
 - ix. Non-exclusive easement to provide **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 Trust obliged to build capital improvements only once funding in place**