

Newburyport Waterfront Trust
September 16, 2014
Police Station Conference Room
Minutes

1. Call to Order

Chairman Doug Locy called a meeting of the Newburyport Waterfront Trust to order at 7:01 p.m.

2. Roll Call

In attendance were Trustees Doug Locy, Scott Sutherland, Joe Brown, and Steve Hines.

Geordie Vining, Senior Project Manager, Planning and Development Office, and Paul Hogg, Harbormaster, were also present.

3. Harbormaster/Visiting Boater Facility – Boating Infrastructure Grant (BIG) Partner Support Letter

The grant application for the Harbormaster/Visiting Boater Facility faced a submission deadline on Friday of this week. Geordie Vining explained the City's request for a partner's supporting letter.

A Tier 2 grant pool of \$9.5 million was available for states; municipalities were sub-grantees. The Planning Office would submit the grant and partnership letters of support. The Harbormaster was not involved in writing the grant. The City was encouraged to apply for the Boating Infrastructure Grant (BIG) by the state Division of Fish & Wildlife.

A design sketch was used to determine itemized cost estimates totaling \$1.2 million. Grant funding was needed to secure that amount. Mr. Vining described the location and showed renderings of the building that rose four feet up to meet storm surge requirements. A breezeway through the middle of the building divided two sides. On one side were two each of men's and women's public restrooms, two each of visiting boater men's and women's showers, and a laundry area. On the other side of the breezeway were a customer service area, deck, harbormaster's staff restroom, storage area, and a 2nd story Harbormaster's office.

Only the portion serving visiting boaters who paid fees was eligible for grant funding, which did not include public restrooms or the 2nd floor office. Pictures were included with the application showing existing conditions of a bustling waterfront and suggested how the waterfront was used. The City had clear instructions and guidance from the state on how to demonstrate partnerships. A letter from the Waterfront Trust would increase the City's competitiveness for the grant.

Chairman Locy said Trust members met with the NRA who was drafting their partnership letter. Trust members also met with Attorney Doug Bolick to ask how to protect the Trust's interests in the partnership letter. The Trust received a number of emails. Portions of the draft letter expressed a vote to allow: 1) the sewer line to be constructed on Trust property; 2) that the Trust retained the right to lease docks; and 3) agreed that 1,000 square feet of Trust property could be used for building equipment staging.

Newburyport Waterfront Trust
September 16, 2014

Joe Brown had several concerns. What was being pledged to the grant? Mr. Vining said the grant covered only portions of the building and nothing was pledged. Mr. Brown asked if the City would be eligible for the grant if there were no dock for transient boaters? Mr. Vining said no. Mr. Brown said the language "... does not infringe upon the trust rights...." was unclear. The letter did not specify what portions of the 1200-foot dock were used by local boating interests, transient boaters, and non-transient boaters. The letter did not mention the Trust was assured public toilets would be built or specify the problems. Mr. Brown could not support the letter.

Chairman Locy said the letter merely supported the grant application. Leasing was not the discussion tonight. He did not want the grant held hostage to the lease as had occurred with the survey plan. There had not been a lease for 20 years.

Scott Sutherland shared some concerns raised. The letter should not impact the Trust's flexibility, or restrict what the Trust was permitted to do, or say anything that could become an issue. The frustrations trying to reach an agreement with the City to run the waterfront affected wording in the letter. Language should be modified to reflect those concerns.

Mr. Brown asked if the City was amenable to spelling out concerns in the letter? The amendment needed more clarity. The 850 feet of public dock in the bulkhead and embayment area for transient boaters was owned and controlled by the Trust, and allowed for leasing on the bulkhead side.

Mr. Vining said careful wording was important to remain competitive for the grant. The concerns raised were not germane to the grant. Would Mr. Brown support a letter that supported the grant?

Chairman Locy said the Trust relinquished nothing in the letter. If Trustees did not see an interest in the boating facility as constructed, that was a legitimate concern. Was language pertaining to the leasing divisions/permissions in need of revision? Mr. Sutherland suggested indicating an area. Mr. Vining proposed, "...as it relates to the leasing divisions of docks and piers..." Steve Hines said the letter was not a legal document.

Mr. Vining asked to whom changes were directed? Mr. Brown wanted the grant administrator to know about the conflict. The Trust sought the City's support for two years without success. Mr. Vining said highlighting conflict lessened the City's competitiveness for grant funding.

Public comment opened.

William Harris, Attorney, 56 Lime Street, suggested language could be added to Article 5 stating the project would enhance the uses of the Waterfront Trust property. Newburyport had 300,000 visitors, most using Trust property. The project gained visibility for the Fish Pier where the Trust held leasing rights. It was a win-win. He suggested "...docks and other maritime facilities..." and "...will complement and enhance the value of Waterfront Trust

Newburyport Waterfront Trust
September 16, 2014

property for the hundreds of thousands of visitors we receive each year.” Mr. Vining said the grant terms were not interested in thousands of other visitors.

Rob Germinaria, 2 Ashland Street, supported the new facility and efforts to write the correct letter. How was the letter weighted in the grant application? Mr. Vining said out of 90 points, 5-15 points were allocated for letters of partnership support.

Jack Van Loan, 4 F Street, Plum Island, asked if public restrooms would be open year round? Mr. Vining said restroom funding was separate from the grant. It was hoped staffing capacity for year round restrooms could be added, but the Harbormaster’s facility was staffed only half the year. Public restrooms could not be open without staff.

Peter Fitzsimmons, 7 Arlington Street, said the facility was a significant capital improvement for the City. Was the ability to lease waterfront docking rights a justification for the building’s financing? Was the facility justifiable in the grant if the Trust decided to use it all for tour boats? Mr. Vining said the modest facility served the multiple purposes of visitors, visiting boaters, and public information. The question was abstract relative to the grant. Mr. Fitzsimmons asked if the project was typical for a harbormaster? Mr. Vining said a range of different facilities and models existed for attracting and serving boaters. Mr. Sutherland said it was appropriate for what the City offered on the waterfront. Paul Hogg, Harbormaster, said boating was increasing but without facilities, the City lost many boaters.

Public comment closed.

Chairman Locy amended the letter to reflect the discussion and read the two changes: after the article and clause to the declaration of Trust “...as relates to the leasing of docks, piers ways and other maritime facilities...” and “...the Trustees believe it would also enhance the Newburyport waterfront.”

Scott Sutherland made a motion to approve the partnership letter of support. Steve Hines seconded. **Three members voted in favor** with Joe Brown abstaining.

4. Adjournment

Scott Sutherland moved to adjourn the meeting at 8:05 p.m. Steve Hines seconded the motion. The motion was unanimously approved.