



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, February 11, 2014 at 7:00 PM
City Council Chambers, Room 202

1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING

2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

3. COMMUNICATIONS FROM THE MAYOR

NO SCHEDULE

4. UTILITY HEARING(S) AND RELATED ORDER(S)

NO SCHEDULE

5. APPOINTMENTS

5.1. Confirming Appointments:

NO SCHEDULE

5.2. Non-Confirming Appointments:

NO SCHEDULE

5.3. Resignations:

NO SCHEDULE

6. PETITIONS

6.1. Petitions:

NO SCHEDULE

6.2. Applications:

6.2.1. Applications for Tag Days 2014:

AMVETS Veterans

Aug 15th & 16th

6.2.2. Annual License Renewals:

6.2.2.1. Hawker Peddlers License Renewals 2014:

NO SCHEDULE

6.2.2.2. Coin-Op License Renewals 2014:

NO SCHEDULE



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6.2.2.3. Sunday Coin-Op License Renewals 2014:

NO SCHEDULE

6.2.2.4. Drainlayer Renewals 2014:

NO SCHEDULE

7. HEARINGS AND RELATED ORDERS:

- 7.1. Document 2, Petition from Dave Traggorth, Manager for 37 Washington st LLC for a *special permit* for redevelopment and restoration of exterior and interior of 34-47 Washington st, known as “Surplus Office Building”, Plat 301, Block 53, Lot 9; to create up to 19 residential units and approximately 4,000 SF of ground floor retail space

Favorable recommendation from Planning Board to incorporate the comments of the Planning Director and Favorable recommendation from Planning Director with conditions/stipulations – based on an assumption that all items in the letters from the City Departments along with all requirements for special permits would be made part of the Special Permit for the project

- 7.2. Document 84-A/2013, Petition from City of Haverhill requesting Hearing re: Zoning, Amend City Code Chapter 255, Table of Use and Parking Regulations to allow Medical Marijuana Dispensaries/Treatment Centers to be located in our business parks only

Hearing continued from November 19 2013

- 7.2.1. Document 84/2013, Ordinance re: Zoning, Amend City Code Chapter 255, Table of Use and Parking Regulations, Page 8 to allow Medical Marijuana Dispensaries/Treatment centers to be located only in our business parks

Filed August 7 2013

8. MOTIONS AND ORDERS

- 8.1. Order – authorize payment of bills of the previous years and further authorize payment from current year departmental appropriations as listed below:

Cascade School Supplies	\$ 110.34	School Department
J Bresnahan Company	\$12,766.00	School Department
Ram Mailing Service	\$ 516.03	School Department
Ram Printing	\$ 3,325.00	School Department
Ricoh America’s Corporation	<u>\$21,719.85</u>	
	\$38,437.22	

- 8.2. Order – emergency be declared involving the health and safety of the public in accordance with Section 31 D, of Chapter 44, General Laws as amended, providing for payment in excess of appropriation for Snow & Ice removal



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, January 28, 2014 at 7:00 PM
City Council Chambers, Room 202

8.3. Order – transfer \$170,000 from Salary Reserve account in the amount stated to the following General Fund Accounts: Police Salaries \$170,000

8.4. Order – transfer \$30,322 from Sidewalk Repairs to 16th Street apparatus bay floor

8.5. Ordinances (File 10 Days)
NO SCHEDULE

9. UNFINISHED BUSINESS OF PRECEDING MEETINGS

9.1. Document 9-E, Communication from Councillor Michitson requesting to have Robert Ward, Deputy DPW Director, give an update on the Haverhill Landfill Closure and Combined Sewer Outflow (CSO) projects **Cont'd from Feb 4 2014**

9.2. Document 12-C, Ordinance re: Parking—Delete Handicap Parking Space, *50 Franklin st*
Filed Jan 29 2014

10. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

10.1. **Monthly Reports:**

10.1.1. Abatement report from Board of Assessor for month of January 2014

10.2. **Communications from Councillors:**

10.2.1. Communication from Councillor Michitson requesting to discuss extension of moratorium on Medical Marijuana Dispensaries in Haverhill

10.2.2. Communication from Councillor Daly O'Brien requesting a discussion about snow removal

10.3. **Communications from City Employees:**

10.3.1. Communication from Mary Carrington, Human Resources Director submitting Memorandum of Agreement and Salary Ordinance for the AFSCME Group (Wastewater Treatment Plant)

10.3.1.1. Ordinance re: Salaries – AFSCME Group (Wastewater Treatment Plant) **File 10 days**

11. Resolutions and Proclamations

NO SCHEDULE



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12. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

12.1. **Council Committee Reports:**

NO SCHEDULE

12.2. Documents referred to Committee Study

13. ADJOURN



RECEIVED
2014 JAN 28 AM 10 07
CITY CLERKS OFFICE
HAVERHILL, MA.

Haverhill

City Clerk's Office, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

Date: Jan 28 14

Honorable President and Members of the Municipal Council:

The Undersigned respectfully asks to receive a license for TAG DAYS:

Organization: AMVETS Veterans

Applicant's Name: Maurice Bisson

Applicant's Residence: 331 Groveland St

Applicant's Signature: Maurice Bisson

(3 Consecutive Days Only, **One** of which may include solicitation on a Public Way)

Date of Tag Day Request(s): FRI, SAT Aug 15th - 16th Date-solicitation on Public Way: N/A

Canister: Tag: Fee: \$ 10 -

Street Locations (Select Below):

Rosemont St and Main St:

Water St and Mill St:

South Main St & Salem St:
(Bradford Common)

Main St & Kenoza Ave:
(Monument Square)

Off Street Locations (Specify Other):

Market Baskets (all)

Office Use Only

Recommendation by Police Chief: 2/3/14 Approved

 Denied

Police Chief

In Municipal Council:

Attest:

City Clerk

2
Hearing
February 11 2014

7.1

37 Washington Street LLC
c/o Traggorth Companies LLC
20 Park Plaza, Suite 833
Boston, MA 02116

December 18, 2013

Haverhill City Council
4 Summer Street
Room 204
Haverhill, MA 01830

RE: 37 Washington Street Redevelopment

Dear Council President & Members of the City Council:

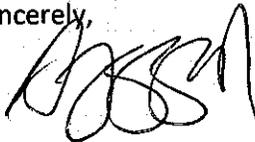
We are pleased to be submitting our application for a special permit related to the redevelopment and restoration of 37-47 Washington Street known as the Surplus Office Building. The land to be developed is on Plat 301, Block 53, and Lot 9.

The work at 37-47 Washington Street will consist of the rehabilitation of the exterior and interior to create up to 19 residential rental units and approximately 4,000 SF of ground floor retail space. Renovations will be completed in compliance with the Massachusetts Historic Commission and National Park Service guidelines. The exterior renovation includes repair and repointing of the brickwork, new windows, and restoration of the storefront to closely match its original appearance. The interior residential units will be accessible by code compliant stairs and an elevator. Professionally designed common areas will highlight historic materials and uses of the building. In addition, residential unit interiors will feature tall ceilings, exposed brick, energy efficient heating and cooling systems, and high quality finishes.

Enclosed you will find the plans and outline specifications along with a legal description of the land.

We appreciate your consideration of this submission and look forward to working with you to restore this landmark building.

Sincerely,



Dave Traggorth
Manager for 37 Washington Street LLC

IN CITY COUNCIL: January 7 2014
REFER TO PLANNING BOARD AND
VOTED: that COUNCIL HEARING BE HELD FEBRUARY 11 2014
Attest:

City Clerk

Land Description
Special Permit Submission for 37 Washington Street LLC

The land with the buildings thereon situated in Haverhill, Essex County, Commonwealth of Massachusetts, bounded and described as follows:

A certain parcel of land, with the brick building thereon, situated in said Haverhill on the North side of Washington Street and bounded and described as follows, namely:

Beginning at the southwest corner thereof by said Washington Street and land now or formerly of Newcomb; thence running

NORTHERLY by said land now or formerly of Newcomb ninety (90) feet to land now or formerly of Arnold; thence
EASTERLY by said land now or formerly of Arnold sixty-six (66) feet and in the same direction across the Southerly end of a way nineteen (19) feet wide laid down by said Arnold, John J. Marsh and Mary F. Ames, to the Northwest corner of a way in the rear of a building formerly owned by the Second National Bank, and owned now or formerly by Nealley; thence
SOUTHERLY by said last mentioned way nineteen (19) feet to the Northwest corner of said bank's building; thence
SOUTHERLY by the westerly end of said building seventy-four (74) feet to said Washington Street; and thence
WESTERLY by said Street seventy-eight (78) feet to said land now or formerly of Newcomb and the point begun at.

As the same may have been effected by an Order of Taking by the City of Haverhill recorded in the Essex Registry of Deeds at Book 6455, Page 256-257.

Date: 12/18/13

City Clerk's Office
Haverhill City Hall
4 Summer street, Room 118
Haverhill, MA 01830

RE: 37-47 Washington St.

TO WHOM THIS MIGHT CONCERN:

I am requesting to waive all time constraints for the filing of the above cited
37-47 Washington St special permit that will be before the planning
board on 3/18/14 and before the city council on 2/5/14.

If you have any questions or concerns regarding this matter please contact me at telephone
number 617-542-6500 or at the following e-mail address: dan@traagorthcompanies.com

Sincerely,



Dan Hubbard

Traagorth Companies LLC



Haverhill

Economic Development and Planning
 Phone: 978-374-2330 Fax: 978-374-2315
 wpillsbury@cityofhaverhill.com

February 7, 2014

TO: City Council President John Michitson and members of the Haverhill City Council

FROM: William Pillsbury, Jr. Economic Development and Planning Director

SUBJECT: 37 Washington Street Special permit- 19 market rate residential units plus commercial units on the Washington Street level

At its meeting of January 8, 2014 the Haverhill Planning Board voted a unanimous favorable recommendation to the City Council for the proposed mixed-use **market rate** project containing 19 residential units with continued commercial uses on the Washington street level. The minutes of the public hearing are attached for your review.

The role of the Board was to conduct a public hearing to make a recommendation to the city council relative to the special permit. The proposed project represents an excellent development consistent with all of the goals of the city to revitalize the downtown. The redevelopment of the former "**Surplus Office Supply**" building into a mixed-use market rate project is a strong positive indication of the private sector confidence in investing in Haverhill.

The city departments have reviewed the project and their reports are contained in your packages. No objections have been received. The project if approved for a special permit by the city council must then be filed for a full definitive plan with the planning board at which time the detailed design will be presented pursuant to the city of Haverhill subdivision regulations.

Specifically, I recommend that the Council approve the special permit as proposed and further recommend that the city council approve a waiver from the affordability requirement in our current ordinance. As the council is aware we are revising this antiquated part of our zoning and will be replacing the affordability language that currently does not meet current market conditions with new language that represents

market conditions. The city council has approved this waiver process to use in the interim period and utilized it on several occasions when appropriate and I believe this is an appropriate request based on market conditions and I recommend approval of the waiver.

The council may include in its approval any additional comments from the letters of the City departments; any additional comments/ conditions deemed necessary by the city council; and an umbrella condition that the project comply with all the requirements of zoning code 255-94.

Each of the above specific items if adopted as conditions will be required to be incorporated into and complied with in the definitive plan filing.

As Planning Director, I believe this project is in the best interest of the City of Haverhill in that it provides needed market rate housing in the inner city area without the requirement to add additional utilities to service the project.

Specifically, pursuant to zoning ordinance Ch. 255-80 (as applicable) the following findings must be made by the City Council relative to the project:

the request meets all pertinent conditions listed in article XI of the ordinance;
the request is desirable to the public convenience or welfare;

the request will not impair the integrity or character of the district or adjoining zones nor be detrimental to the health, morals or welfare and will be in conformity with the goals and policies of the master plan;

The requested use provides for the convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent streets;

The requested use provides for adequate methods of disposal for sewage refuse and other wastes and adequate methods for storm water and drainage;

The requested use provides for adequate off street loading and unloading of service vehicles;

The requested use preserves historical buildings and uses.

Proposed conditions and stipulations:

I offer the following recommended conditions be made part of the special permit approval:

While developer has provided a 15 year commitment for lease of parking spaces at the new downtown garage, The applicant shall further be responsible to provide assurance to the city that a renewals are in place to

assure the continuation the parking leases beyond the 15 years. This information shall be provided to the building inspector.

Require that the developer comply with all of the additional requirements of the City's subdivision regulations for water and sewer and drainage improvements as contained within those regulations and further detailed in the above listed and attached letters from the departments. These items shall be reflected in the definitive plan to be filed with the Planning board.

Recommendation

As Planning Director, I concur with the favorable recommendation based on an assumption that all items in the letters from the City Departments along with all requirements for special permits would be made part of the special permit for the project.

This project with the incorporation of the recommended conditions is generally in conformity with the City's master plan as well as providing sufficiently for traffic, public safety and other utility considerations. The project as proposed appears to conform to all other special permit requirements. On the basis of adopting the proposed conditions/stipulations, I recommend that the council act favorably on this project.



CITY OF HAVERHILL
MASSACHUSETTS 01830

CITY HALL, ROOM 201
FOUR SUMMER STREET
HAVERHILL, MASSACHUSETTS 01830
TELEPHONE 374-2330
FAX 374-2315

PLANNING BOARD

January 29, 2014

City Council President John Michitson
& City Councilors
City of Haverhill

**RE: Special Permit for 37-47 Washington Street
37 Washington Street LLC, C/O Traggorth Companies LLC, owner/applicant;
for property the cited property**

Members Present: Krystine Hetel, Jack Everette, Karen Buckley, James C. Cronin, Paul B. Howard, Kenneth Cram, Timothy Connors, April DerBoghosian and Bob Driscoll

Members Absent: None

Also Present: William Pillsbury, Director of Economic Development & Planning
Lori A. Woodsum, Office Manager/Planning Department

Dear City Council President & Councilors:

The Haverhill Planning Board at its meeting held on 1-8-14, Wednesday Evening, at 7:00 p.m. in Room 202, Haverhill City Hall heard the above-cited petition for a special permit. Member Jack Everett read the rules for a public hearing. Paul Howard chaired the meeting. Chairman Howard explained that the board did not deny or approve special permits but forwarded a recommendation since the city council had the ultimate authority. The chairman announced the above cited public hearing. He asked the petitioner to come forward.

Before the petitioner came forward, Director William Pillsbury, Jr. informed the board that the role of the planning board in this particular type of request with a special permit is to make a recommendation to the city council. The city council will hear this in early February. The role of the planning board is to review the project and to make recommendations to the city council.

The petitioner, Dave Traggorth of the Traggorth Companies, came forward to speak. He was with Traggorth Companies and said thank you for the opportunity to be here to present

**Special Permit for 37-47 Washington Street
1-8-2014 Planning Board Meeting**

this project. They were excited to be here... excited to be thinking about this building and imagining what the future could hold for it. He introduced the team that was here as follows: his colleague Dan Hubbard, Andre (Inaudible) with Rode Architects, and Jim Murphy who is their attorney that is also working with them. They brought the full team to answer any questions that you might have and would go through as much detail as you would like regarding what they have planned.

He wanted to explain a little bit about who they were and what they do. They do real estate development and consulting only in Massachusetts almost entirely in the Boston Metropolitan area but have done some work out in the Berkshire County. A lot of their work is historic buildings such as this adapted reuse. They were actually working with Eric and his team on a project at a school in Jamaica Plain right now. It's a late 1800 school that they were converting into a 21 loft apartments. They were working on one in the Berkshire County that has a variety of different buildings that have wonderful character and bones and were very excited to bring it back to life to create some vibrancy.

He was going to give a quick run through the building and then Eric will describe a little bit more on what exactly what they would be doing. As everyone knows the surplus office supply store operated there for a very long time. There was storage on the upper levels. He thought that the 4th level was vacant and thought that everyone knew the upper stories... those windows have been boarded up for quite some time. They propose to create 19 residential apartments ranging from one bedroom to two bedrooms. They would also be putting in an elevator, a nice residential entry and then a retail floor with about 4K square feet and they were really excited about the type of tenant that they will hopefully attract to this space... inaudible... there is some beautiful tin work in there and some beautiful woodwork that they were going to preserve. Everything that they do on these projects complies with National Park Service Standards and Historic Rehabilitation. It was a very big piece of this for us everything down to the details and every little piece. Once the commence construction and get it built and people moving in... and they have signed a parking agreement for the MVRTA lot for 19 parking spaces and under a 20 year lease. They were excited to offer that to our residents. It was noted that he would hand it over to Eric and have him go through a little bit more... inaudible. Thank you again.

Eric... asked if they had this package that has quite a bit more information than what was on the boards. He would save and flip through so they can see some information about... (working with the boards) ...so to your left you will see a ground floor and was mentioned by Dave earlier that you were looking at about 3500 square feet of retail divided into two different potential retailers. Half of the project at this point is being conceived of a single retailer. There is an elevation change within the floor plate between all three bays. The change between Bay 1 and Bay 2 is somewhat manageable... so they were looking for a larger retailer on that edge. They think that it is a great opportunity to reactivate this pathway between Washington Street and the parking lot in the rear. The windows that you see currently are actually there and they were going to re-open that and it will be really an amazing sort of improvement he thought to that sort of moment that you can cross between the main street in the rear and just sort of brings some vitality to that.

They were looking at sort of... there was obviously a handful of different options and the operator will sort of end up there will organize the interior space but we do quite a bit of restaurants and we sort of took an initial pass to see that a restaurant would really actually function quite well in this particular retail unit. There is about 500 square feet so it's a bit

**Special Permit for 37-47 Washington Street
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smaller and thinks that it would be a nice sort of spot for professional, an artist that would be accessed through the upper entrance which is a shared entry with the residential lot. The thinking behind that is definitely due to the grade of the street and the accessibility issues associated with the building and bringing that up to code. He noted that there was a residential entry and would have a nice experience coming in on that corner and will sort of ascend into the building a little bit to just to manage some of the height variations into a common elevator and that will take you up to the upper levels.

They were proposing a single residential unit on the first floor that was sort of pushed into the back which would actually have some nice windows on it. They were seeing some precedent for small residential units with even some potential of live work arrangement no matter how formal that might be we don't know but so there is something interesting sort of dynamics that might occur at that point as well. So there is somewhat left to be determined but they think it is a nice moment for that to happen. As you move up to the upper three levels they are identical in the way that they are laid out. He explained that as you come up there are four one bedroom units that are about 650 sq. ft. each. Then the two bedroom units are around 800 sq. ft. There are an amazing amount of windows and the spaces are going to be just unbelievably beautiful and what they were really hoping to... (inaudible)...as the exterior... in this rendering sort of bringing back the real prominence of this building which they think is just an unbelievable building and the detailing is something that they do not get to interact with enough these days with sort of the newer construction. They were really excited to bring back the prominence of this building. On the interior too there are some really great moments and you could see the renderings on the far side and were hoping to use a lot of the old brick on the old side and sort of really create a very nice move to create warm and inviting units while modernizing them with respect to windows and systems and everything so they will be sort of state of the art with respect to that but architecturally they will sort of really celebrate the history of the building. Some of the other things in the front on the commercial level... we've done some research on this... really kind of digging into what the building was historically and some of the exterior treatment that you see now is not necessary historical so we were trying to be very careful and work understanding the historical aspect of it and saving what we can save and then anything that is redone will sort of be respectful for the history. Mr. Traggorth asked if anyone had any specific questions, and noted that he would be happy to answer them.

Chairman Paul B. Howard asked... mechanical on the roof or a mechanical system.

(Eric) ...yes, the slope of the roof was actually okay for that so it will not be visually form Washington Street so that would actually be nice.

Member Bob Driscoll asked if they had met with the Historical Society yet.

Mr. Traggorth (?) he thought we certainly shared some plans with the Historical Society but we have not met in person with them. We have been working a lot with the National Park Service and the Massachusetts Historical Commission.

Director Pillsbury noted that you have had communication with the Haverhill Historic Commission but also I think what you are asking have they gone officially before the

**Special Permit for 37-47 Washington Street
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Washington Street District Commission which they have not done yet. We just have not scheduled that meeting yet. They have not met considering the holidays and things like that but they are kind of on an on call basis and expect to have that meeting very soon as soon as these guys are ready to do it and he thinks that is probably going to be pretty soon so we will have that meeting coming up where they will get their Certificate of Appropriateness from the Washington Street crew.

Member Timothy Connors asked about the parking situation for the 19 residential units.

Mr. Traggorth answered that it would be in the new garage.

Member Krystine Hetel wanted to know if the units would be at market rate.

Mr. Traggorth answered yes.

Director Pillsbury noted that one of the things is exciting about this project from the city's perspective noted that we recently were successful with working with the Department of Housing and Community Development to get one of the first market rate programs approved in the state. So we do have the opportunity for market rate tax credits to be granted to our projects like this because we have district approval by the state. This will be the first one that we are actually dealing with as a market rate project. Obviously we have had other projects which have gone other routes by way of affordable housing and things like that but this will be the first one that is designated to be strictly market housing and was excited about that.

Member Hetel asked how they were on the (inaudible... use?) scale.

Mr. Traggorth in terms of sustainability...

Member Hetel noted in terms of use and sustainability.

Mr. Traggorth noted that they were shooting for to be certifiable on the energy star so we won't necessarily get the plaque on the wall from (inaudible). But because it costs a fair bit of money just for that stamp but certainly energy star and (inaudible) certain level where you'd be certifiable. One of the things that they are always excited about in the existing buildings is that reusing something is one of the best environmental things that you can do. Certainly a lot of the systems that we put in all of our buildings have very, very high energy efficiency utilities. The plan is that all the utilities will be individually controlled by each of the tenants so you obviously will receive a bill for their electric they are much more conscience of gas and expect that all of these units will be gas fired heat.

Member Karen Buckley wanted to know what the length of time you are expecting to restore... (Inaudible)...

Mr. Traggorth noted that they think it is probably about 9 to 10 months construction period and would obviously like to start as soon as possible but the time that it takes to acquire some of the status for tax credits is the thing that takes the longest period of time. Once

**Special Permit for 37-47 Washington Street
1-8-2014 Planning Board Meeting**

they get into the ground and in the building with a contractor 9 months from there will be opening the doors. One of the opportunities that they were really looking forward to is restoring this retail space with modern finishes and modern code required items... modern build-outs so that it makes it very easy for a tenant to move in and to afford, which is also one of the things that we were focused on in terms of that small retail space is that because it is small but will also be very efficient it is very affordable. So we would love to see a micro entrepreneur make that who space a live/work space where obviously it becomes much more affordable if it is also... maybe you're an artist, maybe you are selling a craft or something and the front of the store has what you are selling and it's a very manageable size and you have your living space in the back as well. It was something that we were seeing across the country in terms of some main streets and how trying to get vibrancy in the main streets is... one of the real keys is making spaces work and that is what we are trying to do here not only for the big space but really for the small space.

Member Karen Buckley (inaudible) asked about other projects that they could see.

Mr. Traggorth answered that he would love to have you anytime and mentioned Jamaica Plain and the Norbert School that he was talking about that is under construction. One that they have completed and actually had some cut sheets of projects that they have done. The did one in the South End and completed in 2011, 8 units, historic (inaudible) credit, renovation, 2200 sq. ft. per unit for (inaudible) units and those leased up immediately and doing very, very well right in the South End, off of Washington Street near the Boston Medical Center.

(Someone spoke... inaudible)

Mr. Traggorth: I'll give you the sheets with the (inaudible) yes, absolutely, and certainly our website has a lot of pictures of the projects that we have done as well. I am at www.atlas_lots.com (also try www.traggorthcompanies.com) there is a 53 unit conversion of a brick warehouse in Chelsea completed in 2010 and also we... (Inaudible) and manage it.

Member Karen Buckley asked if he would be managing this.

Mr. Traggorth noted that they actually do not do property management. We do ownership asset management so we would most likely hire a third party property management where property management is their business and is what they do. We would continue to own it, yes, that is the plan and certainly there's for a lot of these a tax credit buildings and they must own it for five years. Their intention at this point is to own it for the long term.

Director Pillsbury noted that we could actually make that website information available... (Inaudible).

Member Kenneth Cram was looking at the floor plans and sees that you have gas fired furnaces in each unit. He was guessing that there is no heat plan associated with the floor plan?

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Mr. Traggorth answered right.

Member Cram noted that he would have to assume that one of the small boxes is either the furnace and the other small box is the washer/dryer system and asked which is which.

Mr. Traggorth noted that these were schematics so what they have done with past projects... we have a couple of different options that we have and our plan was to have a washer and dryer to be in each unit so they will have their own laundry. He thought that a lot of what you see as a small closet is a washer and dryer. So then that leads you past where the mechanicals and usually what we do is put them over the bathroom, because one of the things that was great about this building was that you have really tall ceilings between each floor and so you can keep your bathroom at say 8 feet and then have a loft essentially above that is enclosed that has all your mechanicals. It is what we have done in (inaudible) and we are about to do that at the Norbert School but we switched actually to wall mounted instant gas fired system which actually takes up even less space. So if that works at Norbert and if that works at our other project that we are building right now in Chelsea then we may go that way. So either way it is a gas fired system and it is pretty compact and we can tuck it up in different spaces especially in this building.

Member Timothy Connors wanted to know what the square footage will be... he knew it would be different with either one or two bedrooms but what is the range for square footage per unit and wanted to know if he had an idea of that right now.

Mr. Traggorth was pretty sure that it was about 650 sq. ft. for one bedroom and for 2 bedrooms it gets up to 900 sq. ft.

Member Connors referred to stairs in the east portion of that building and wanted to know if there were elevators in the plan for (Inaudible).

Mr. Traggorth answered yes, there is an elevator that serves that connects into the residential lobby on the ground floor and then takes it up to the residential floor.

Member Connors answered excellent and thanked Mr. Traggorth.

Chairman Howard opened the hearing for comments. He asked if there was anyone that wanted to speak in favor. No one came forward to speak in favor. Chairman Howard asked if there was anyone that wanted to speak in opposition.

Lou Fossarelli, came forward to speak. He had an interest in the abutting building and had been there for 15 years. It was very easy to get young; intelligent men like this excited to get me excited is amazing. He was excited and the only way that he could get this forum is to say that he is in opposition. He was in opposition to some small facets of this project that he wanted to talk to them about. He was going to start a little philosophically.

The building that he has his units in it is approximately 12 to 14% smaller than this building. It has 2 commercial interests and 11 residential interests. They have 19 residential interests and have 3 and a 500' piece in the back what the Appeals Board said was going to be residential but they waffled a little bit because they heard this speech way

**Special Permit for 37-47 Washington Street
1-8-2014 Planning Board Meeting**

before. They have actually not a whole lot more space and we were talking about 600 square foot residential units, which they were all over town and 800 square foot two bedroom units. He asked himself a question... we've haven't arrived yet but we are doing better as a community. We have the new development, the new buildings and asked if we always have to develop them to the lowest common denominator. He mentioned the Franchi Building that was a cross the street... even though it is condos it has rentals because it hit the market at the wrong time and could not sell half of the units. They went from 12 to 1400 dollars a month and were 1200 square feet and 1400 square feet with garage parking underneath. They are not luxury but they are kind of neat and have a scenario that gives us some mix. If we talk about diverse in terms of other things we talk about it in terms of economics. It is a diverse entering into the Washington Street, Wingate neighborhood. You know Dr. Messenger developed the top three floors of his building and could have gone to 500 sq. ft. units, 600 sq. ft. units etc. but he did not do that... his townhouses have 1200 sq. ft. and has sold them. He also hit the market at the wrong time but he sold them 250 to 300K dollar range. It was a nice mix... do we need the 500's? Yes we do. But could we have more of the 12's, 14's... I think that we can. And... I am excited about this building. It does nothing but help, very selfishly, what he was trying to do. I own a restaurant across the street... bring more people... that is a wonderful thing but as a community do we always have to enter the fray at the lowest possible level. You could not make it any smaller. You couldn't cramp those units into a less square footage and have anything that was viable to the market place. We are at the lowest common denominator here. He felt we deserve more. There's Haverhill Planning and it's not just about rules and regulations... it's a look into our future. How are we going to develop there? What is the mix going to be? This is a critical part of this. There are some specifics that I want to talk about.

There are no residential units on the first floor on Washington Street or Wingate Street. He felt that was absurd and felt that it cheapened the building. In the Joe Bevilacqua era of planning when they first did development on Washington Street they made all the first levels commercial. Even Haverhill Housing Authority had commercial interest on the first floor. They do not have residential. They have a residential unit on that back corner and thought it would be a real put down (inaudible) with the sound simulated... an incredibly impressive project and he has some ideas about that. They talked about enhancing the walkway of the old Pedro Diego's and their building... it was a wonderful thing to open the windows and see brick façade. Take the dumpster and the restaurant canisters and put them way in the back and do what the Viewpoint does... they have a room and they open the doors and in goes the containers and the dumpster and you have a nice vista. It's a parking lot that can only improve, and they are going to be the probably the largest instrument of that improvement if they make that alley really viable again and they improve the sidewalk... A residential unit does not belong there and they told you it was 4K square feet... its 3500 for the restaurant, 500 for the professional office that faces out onto the street which leaves another 500 sq. ft. unit. These units next door where he has his interest the laundry in that building is in the basement. Inconvenient and it hurts a little bit in the marketing the units but it doesn't take up a piece of the unit. This is 600 sq. ft. with laundries in it and the unit just keeps shrinking and it is as small as it possibly could be. He would really like to see the community... he asked that they look at the density of the project and if you can't get past that at least do not allow residential on the first floor.

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Lastly, he has taken up a little time but wanted to talk about one more thing. There were great questions asked relative to parking which arises all of the time. It is critical to us. There are 64 spaces in the Wingate Street parking, there is 150 residential units and of the 64 spaces there are probably 20 or 25 that are (inaudible) permit allowed and there are such competition for those when the pay portion of the cycle is in action it is incredible. Human nature, people doing what they do and being who they are and they are all going to drop off there and he did not care where the parking spaces were located because they will only go to the garage if they have to. Your recommendation to the city council should include as a must that it be long term and not we change our mind in 2 years from now... (inaudible...) price was wrong so we can go there and now all their 19 units have a car and a half a piece and are now (inaudible) for the same spaces that people have that have been there for 30 years that struggled for those spaces. If you send a recommendation and even if you send in tact the way they were requesting and not the way that I am asking that you send it then please make the parking a long term thing, a must. You have to have it and you have to have at least 10 to 20 years of shelf life before you can get out of that arrangement and hopefully the circumstances in the district will have improved and there will be other solutions. But those are the points that I am interested in and thought that they are critical and are not so much his own interest and really believed that they were in the interest of the community and the (inaudible...) and you have to keep one other factor in mind... the people that go down there and live there... yes they are affordable and it is a wonderful thing but affordable if it is just barely affordable it leaves you with no discretionary income. My question is if you are in a 500 sq. ft. unit and it is all you can afford then will you be able to go to Keon's or could you go to Wang's Table? Or... how often could they do it. We need diversity down there. We need a little bit of the subway, a little bit of Wang's Table but that is only arrived at by taking some of the density out of projects like this and embrace them, help them, give them all their tax credits, make a lot of money but make them a little more diverse. He thanked the board and returned to his seat.

Chairman Howard asked if there was anyone else that wanted to speak in opposition.

Peter Carbone, 48 Colby Street, Haverhill, MA came forward to speak. He also was only present in opposition because it was the only forum that you have available to speak when you do have some concerns. He echoed what Lou (Fossarelli) had already said so he will not repeat what was said and will touch on a few of the highlights that he is mostly concerned of.

His first concern has to do with the diversity of the neighborhood and affordable is great and for all those who know him he is all for affordable housing for almost anyone that there is but for downtown to thrive you need some space that is a little more upscale so people will actually be spending money at some of the places in the neighborhood downtown. Certainly not everything but it is time for us to kind of reverse the trend of everything affordable and through in a couple of places that are in a couple of hundred, three hundred thousand dollar range to bring that clientele into the downtown mix now. Secondly, the residential on the first floor... he would be dead set against that. He did not believe that it was a good precedent to make. He felt that businesses should be on the first floor and should be mixed use and should have retail on your first floor. If you want to have office space that should be in the back or upstairs and residential above that. He felt that is the way to go. Parking? He has always been a big parking person and felt that it should

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be 1.5 spaces per unit but he was no longer that person. He can learn also... more and more people he knows move downtown and many of them do not even own a vehicle. He was not opposed to the one space per unit at all. The convenience of the parking garage to the units... sure that is a concern like Mr. Fossarelli had said the people will find the place closest that they are able to park and park there but he did not think that was our concern really in this case. The parking should come with a long term commitment not just a two year or five year commitment. It does not mean that they have to commit to the parking garage for 20 years or forever but there should be some provision that says if you purchase this unit... are these rentals? If you are renting this unit...

Director Pillsbury answered no... they would not be purchasing them... these are rentals.

Peter Carbone if you are renting this unit...

Chairman Howard believed that they said that they would do a 20 year lease at the garage.

Peter Carbone answered yes, and that is great but at the end of 20 years is there a revision that says you need to continue that or least review it again with the board before you eliminate it. Not that this has to do with anything with parking but off the top of his head could only think of One Water Street where their agreement with the city ended whatever number of years ago and it's nothing to do with parking here it's just that is not the same place that it was when it was built and the clientele is not the same as when it was built and the city had no control over that. So somehow that has to enter into it.

His last two points... just listening to the comments... the utilities above the bathroom is a great idea but... he did not know if they were doing hot water tanks or if you are doing tankless which can certainly go anywhere but hot water tanks and speaks from experience... above anything is a recipe for disaster when your unit goes so does your ceiling, your walls and whatever is underneath it. He asked them to keep that in mind unless they have some type of containment mechanism there and a warning system that tells you because you cannot see above your ceiling until it is too late and the water is already gone all over the place.

The other point is regarding the washer/dryer interior... these are now stackable today and had no problem with that and they do not take up that much space. Especially in a unit that is only going to house a couple of people if that and was not a big concern of his.

He had one other small thing... solar. He asked if there was any consideration for solar on the roof. He did not know... it (inaudible) slants from the river but you can slant your panels towards the river and did not know if they looked into that or not.

Mr. Traggorth would love to respond to all these good questions.

Mr. Carbone left it at that and returned to his seat.

Chairman Howard asked if there was anyone else that wanted to speak in opposition. Seeing none he wanted to interject something before the rebuttal. He heard what Mr. Fossarelli and Mr. Carbone said but he thought it was just the opposite. They talk about there are units that are 1200 sq. ft. and other units that are larger that are already in the area to me this does make it more diverse. It is almost the exact opposite of what they

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were saying that it gives opportunity for... if you want a 1200 sq. ft. unit you can go buy one of those but if you want a 500 or an 800 sq. ft. unit then this is the building that you would want to be in, so he just did not see what they were saying. He turned it over to the proponent do a rebuttal.

Mr. Traggorth said thank you for the questions, thoughts and the comments. Certainly they know Haverhill very well and we've been thinking about the comments that Mr. Fossarelli and Mr. Carbone gave just now but would like to talk a little about each one of them. The easy one in terms of solar... noted that they had solar on about 2 to 3 of their buildings and we were looking at doing more any way that they could and there were a bunch of considerations. One of them would be is what you can see from the street from the historic perspective. The next is the weight of the solar panels and different things like that. They have done that on other buildings and would love to do it here. They have not looked into it extensively except for the fact that they are preparing the roof as much as they could to accept solar. So they were going to be putting conduits into the electric room and from the roof and things like that.

Regarding hot water... they did have pans underneath their hot water tanks if we do have tanks. We have also done instant hot so we would figure that out as we go but it is a great point because it is never fun when that decides to go.

Mr. Traggorth did want to talk a little bit about of finishes in terms of quality. He noted that they were just in the schematic stage but it was something that they have done on all the other buildings that they do of this type. We pay a lot of attention to acoustics between units. We pay a lot of attention the details of the finishes so a lot of what we do is a solid surface countertop, high quality kitchen cabinet, many times hardwood floor and if we can reclaim floors... at the (inaudible) school we were actually using the old floor that was originally there after we peeled up layers of other flooring and create a really high quality unit. He thought what people are demanding now a days is that very efficient spaces that are high quality so things that we are doing now too are putting USB plugs in the kitchens because people will have their I-Phone or whatever and that is what they actually need they do not need the conventional thing. So thinking about all the little things that we can do to make people feel like that this was really thought through and that goes from what we put on the ground to what we put on the counter to the cabinets and certainly encourages everyone to look at their website and what they have done in terms of the finishes.

We started the parking at a 20 year lease with the garage. One of the things that we would usually do relative to what Mr. Fossarelli mentioned regarding trash, they usually require our commercial retail tenants, like in the South End, that they keep it internal the night before the trash truck comes to take the trash out, then they roll it out and then put it back in the back into their storage within their building. We are very interested in making that back area as attractive as it possible can be and certainly we would encourage any potential tenants to use it as an active place not as just a dumping ground. Finally he just wanted to show a little bit of an antidote in terms of the studio space and the retail space on the ground floor. He informed the board members and people in the audience that he had a friend who just started a terrarium business where they have a very small shop in the front that sells terrariums... these little ornate things that includes plants and all the other things... she is a horticulturist and has about 500 sq. ft. in the front and in the back is where her husband and her newborn daughter live. There is just one antidote obviously... it does

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not cover everything but that business is viable because that is live work space. She had people coming right off of Main Street into the section where she lives and works. She is able to make that happen and provides obviously some diversity of commercial interest. It provides something that is interesting and that people really... she has been very successful in the first phase of her business. Certainly we understand the concerns and we think that is probably why we said up to 19 units as things occur we want to make sure that that space works for everyone. Not only for us but for... our most important thing is to make it work for Main Street. One of the things that I want to make sure for a lot of our buildings... the amenity facing us is Washington Street. A lot of apartment buildings today create all these amazing interiors spaces of pool tables, TV Rooms and things like that but we want people to love living here but to love being out on Washington Street because that not only makes... and we think that Washington Street is great but it helps business owners and that just re-enforces the cycle. It makes it more vibrant. It makes it more diverse and we are excited about that possibility and we want to push people out onto the street and get them out there and go down and eat where ever. He would be happy to take any further questions.

Chairman Paul Howard asked if there was any way to tie the retail and residential unit together that it... you must... it is a package deal. So you do not have someone renting a 500 sq. ft. and then you have a studio out there that they have nothing to do with.

Mr. Traggorth answered right... they could certainly be tied together. He noted that wall right there could go or obviously could put a door there so that... so you would have a counter and a door and...

Chairman Howard thought it was a neat idea but would not want to see it just the 500 foot of retail rented then someone renting the studio apartment but if it were tied together... I think that is sort of a neat...

Mr. Traggorth answered certainly.

Member Timothy Connors (Tape Change to Side 2) ... (inaudible)...

Mr. Traggorth... (Inaudible).

Member Karen Buckley... (Inaudible) ...asked about a market study.

Mr. Traggorth noted that there is a lot of demand for units this size and quality.

Member Buckley had a concern about keeping the garbage on the side... and the picture of the river and garbage brings little critters (inaudible... voice is too faint)...

Mr. Traggorth answered yes... couple of things that we do to those rooms is ventilate them. Obviously, heat does not help. Certainly as part of our operating... to how we operate as to pest control is included but one of the things certainly to be helpful in keeping the pests out is fixing up the building. (Inaudible)...

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Member Karen Buckley mentioned the person that does the laundry in her house and had a small wireless network installed a USB port and likes to work late and would like to see washer and dryers within the units.

Chairman Howard asked if there were any other questions or comments. No one else wanted to speak. He closed the public portion of the hearing and turned it over to comments from the planning director.

Economic Development/Planning Director William Pillsbury thanked the chairman and noted that we had the occasion to work with Dave (Traggorth) and his team. It started in a kind of unique fashion and thought that they arrived here on a bus tour when we originally met. It was noted that Mass Development had a bus tour that they sponsored and Dave came to that and we hosted an opportunity to travel throughout our downtown. He believed that they came across this building on that particular tour.

Mr. Traggorth answered yes.

Director Pillsbury noted it was an unique way to introduce you to Haverhill but we were able to do it with a bunch of different developers and bring some outside folks into the city and have a chance to show off what we believe is an area in transformation. He thanked him for getting on the bus.

Beyond that we have had a chance to work with Dave's team from a technical perspective and try to look at this building and the challenges of it. We all know it as what he considers an iconic building in downtown and has been sitting there for a long time. Mr. Rullo has spent a lot of time in his office telling him that we need to sell this building and spent a lot of time working on it. He thinks it will be a tremendous building to restore and thought that was the strength of it. He thought that the market now will determine the rents and thought that was important.

He did want to talk about the first floor, and noted that he and Dave Traggorth have talked about this... about the first floor residential unit. He thought it was a change to our methodology which Mr. Fossarelli referred to as the "Bevilacqua Years" (no residential on the first floor) and noted that Joe Bevilacqua was a friend but thought we have continued that with the businesses on the first floor and it was really something that... he would like to as going forward... to the framing of a recommendation to the city council would like to suggest between now and the City Council meeting that you really give some consideration to making that a commercial space. It is just inconsistent with what we have done throughout the downtown for some time. He understood the concept and understood the living work space... now living work space is allowed in the zone so maybe it could be a live-in and work space but as of now it's a straight up residential 500 sq. ft. unit.

The director proposed his recommendation but noted that they would be able to look at that between now and the council hearing. He suggested that would be the time to take the opportunity to make some modifications should you choose to do so. If you do not decide to make that modification then you would just show up at the council meeting and that is what it would be before them. He thought overall the redevelopment of this surplus office/supply building into market rate units... again... to the audience... these are not affordable units. These units are market rate units and wanted to make sure that was clear

**Special Permit for 37-47 Washington Street
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regarding that, and noted that there was no affordable housing in this project at all... none... zero. He just wanted that point to be clear to everyone.

Mr. Carbone... (Inaudible).

Director Pillsbury noted that the idea that this market rate project... we are excited that it was market rate and that we were pursuing the market rate program... this is a strong indication of the of private sector's desire to invest in Haverhill and thought that was a very positive indication to meet.

Again... with the parking he believed that we pushed you in the direction of a long term commitment with the garage, 20 years, which is a very reasonable timeframe and think we would want to add to that any expectation that would continue beyond the 20 years and that there would be a mechanism to do that. He noted that would be another element that we would want to look at as part of the recommendation. The project is to strengthen the downtown and it was going to take a project that has been sitting vacant for way too long and this would bring it back to life. The historic aspects of the renovation are very important to Downtown Haverhill and it is one of those prime Queen Anne Buildings that was built during the historic renovation of the downtown that was originally built so bringing that back is very important.

The director strongly recommended that the planning board send a favorable recommendation to the City Council on this project condition on the fact that there would be a look between now and an analysis or discussion and would be happy to be part of that between now and the council meeting looking to deal with that ground floor residential unit because the fact is there are none in Haverhill and perhaps should not be and that is his personal statement to you Dave but at the same time it was not the first time you've heard it. Again... he recommended a favorable recommendation with that condition and a long term commitment to parking with a mechanism to go beyond the 20 years which would be very important to do. We stand committed to work with you on filling the retail space, working with you to get those two retailers in there and hopefully a high quality restaurant as you've projected would be just what the... we even have some members that want to call out the type of food that you have there and did not know if you wanted to get into that or not but might want to suggest something. To close... he asked for a favorable recommendation to the city council.

The chairman noted that a motion was in order.

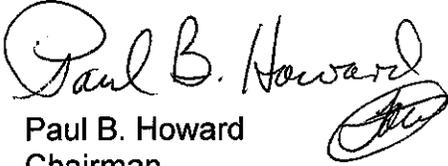
Motion

After board consideration Member Timothy Connors motioned to incorporate the comments of the planning director with respect to long term parking as well as including the opposition received by Mr. Fossarelli and Mr. Carbone not to have a residential unit on the first floor. Member Krystine Hetel seconded the motion with Members Karen Buckley, April DerBoghosian, Kenneth Cram, Krystine Hetel, Timothy Connors, James C. Cronin, Jack Everette, Bob Driscoll and Paul B. Howard. No members were absent. Motion passed to forward a favorable recommendation to the City Council.

City department reports are attached to these minutes and considered part of this decision.

**Special Permit for 37-47 Washington Street
1-8-2014 Planning Board Meeting**

Signed,


Paul B. Howard
Chairman

Cc: Special Permit for 37-47 Washington Street File
Mayor James Fiorentini
City Council (copy)
City Clerk (original)
Owner/Applicant
City Engineer John Pettis, III—Room 214
Engineer/Surveyor



Haverhill

Paul J. Jessel, Collection System Supervisor
Water/Wastewater Division
Phone: 978-374-2382 Fax: 978-521-4083
pjessel@haverhillwater.com

January 7, 2013

To: William Pillsbury
Planning Director/ Grants Coordinator

Subject: Special Permit 37-47 Washington Street
Map 301 Block 53 Lot 9

Water and Wastewater Divisions do not object with an issue with the granting a Special Permit and shall provide additional comments once a site plan is submitted.

If you have any questions please do not hesitate to call me at (978) 374-2382.

Sincerely,

Paul J. Jessel
Collection System Supervisor

WWTP File #:

ID: 301-53-9

cc:

Bob Ward, W/WWTP
John Pettis, III, City Engineer
John D'Aoust, Water



Haverhill

Economic Development and Planning
Conservation Department
Phone: 978-374-2334 Fax: 978-374-2337
rmoore@cityofhaverhill.com
conservation@cityofhaverhill.com

MEMO TO: William Pillsbury, Economic Development and Planning Director

FROM: Robert E. Moore, Jr., Environmental Health Technician 

DATE: January 6, 2014

RE: 37 Washington Street LLC for #37 Washington Street
Parcel ID: 301-53-9
Special Permit

RECEIVED
JAN 07 2014

Econ Dev & Planning
& B.O.A.

There do not appear to be any wetland issues associated with the applicants' proposal. Therefore, on behalf of the Conservation Commission, I offer no objections to this proposal.



Haverhill Fire Department

Fire Prevention / Investigation Unit



James J. Fiorentini
Mayor

Richard B. Borden
Fire Chief

D/C William F. Laliberty
Lieut. Roger E. Moses
Insp. Steven Trocki

4 Summer St, Room 113
Tel: (978) 373-8460
Fax: (978) 521-4441

December 31, 2013

William Pillsbury, Planning Director
4 Summer Street, room 201
Haverhill, MA 01830

RECEIVED
DEC 31 2013

Econ Devlp & Planning
& B.O.A.

Re: Marsh Building Renovation/ 37 Washington Street/ 301-53-9/ Special Permit

The planning, design and construction of new buildings, renovation of existing buildings and structures to provide egress facilities, fire protection and built-in fire protection equipment shall be in accordance with 780 CMR; and any alterations, additions or changes in buildings required by the provisions of 527 CMR which in the scope of 780 CMR, 8th edition, shall be made in accordance therewith. (527 CMR 1.04(4) and 780 CMR 101.2)

Plans approved by the fire department are approved with the intent they comply in all respects to 780 CMR, 527 CMR, MGL Chapter 148 and any City of Haverhill ordinance. Any omissions or errors on the plans do not relieve the applicant of complying with applicable requirements.

I have reviewed the submitted renovation plans for the address stated above for a special permit and in the interest of public safety, have the following comments:

- The proposed renovations constitute a change of occupancy from the existing use of the building to the intended use of the building. The first floor was used as a "used office supply" retail business and the remaining floors were used for storage.
- The new use of the building is primarily proposed to be used as residential occupancies on the upper floors with one studio unit in the rear of the first floor. The remaining first floor is proposed to be used as retail space and the basement as storage.
- The building shall be renovated to provide the required fire protection systems as required by the Eight Edition of the Massachusetts State Building Code for Existing Buildings.
- The applicant has not indicated as to which compliance method they intend to apply, Prescriptive or Performance.

Respectfully,

William F. Laliberty
Deputy Fire Chief



CITY OF HAVERHILL
 BOARD OF APPEALS FOR ZONES
 CITY HALL - 4 SUMMER STREET

FYI

Re: info from
 Board of Appeals
 Approval

NOTICE OF DECISION

YOU ARE HEREBY NOTIFIED OF THE DECISION OF THE BOARD OF APPEALS ON THE APPLICATION OF:

37 WASHINGTON STREET LLC

APPLICANT AND (OWNER IF DIFFERENT)

37 WASHINGTON STREET 301 53 9

SITE LOCATION ASSESSOR'S MAP, BLOCK, PARCEL NUMBER
 DEED OF PROPERTY RECORDED IN: SOUTHERN ESSEX REGISTRY BOOK: 6523 PAGE: 683

This was filed with the Board on OCTOBER 18, 2013 as signified by the City Clerk's date stamp.

The BOARD, as authorized by §15, Chapter 40A of the M.G.L. held a PUBLIC HEARING on:
November 20, 2013

DATE OF HEARING (CONTINUANCE IF APPLICABLE)

The BOARD'S DECISION by vote to GRANT/DENY said application is as follows: KISSEL
 RECORD OF PROCEEDINGS: SEE BELOW MOTION*:

STIPULATION (S):

SECOND: PISTONE

VOTE ON MOTION WITH/WITHOUT STIPULATIONS:

BOARD	YES	NO	ABSTAIN	ABSENT	NOT SITTING
CHAIRPERSON MORIARTY	✓				
MEMBER SORAGHAN	✓				
MEMBER PISTONE, SR.	✓				
MEMBER KISSEL	✓				
MEMBER SABLICH				✓	
ASSOC. MEMBER SIMPSON	✓			✓	
ASSOC. MEMBER LaPLUME				✓	

THE BOARD CITES THE FOLLOWING AS REASON (S) FOR ITS DECISION:

Applicant seeks relief from dimensional requirements for change of use from an existing building from commercial to commercial/residential; Special Permit for construction of 19 residential units in existing commercial building. The applicant provided a slide presentation showing the proposed changes to the exterior and interior of the building. The footprint of the building will remain unchanged. The building is exempt from any parking requirements, based on a provision in the zoning code; however, the applicant intends to lease 19 spaces in the MBRT garage, through a signed agreement that is good for 20 years. The applicant has paid \$129,000 in back taxes. The building will have mixed use, with retail use on the street level and residential unit on the other floors. One residential unit will be located on the first floor. There will be six units on each floor, consisting of approximately 760 square feet for each one-bedroom unit and 1,000 square feet for two-bedroom units. The application has gone through a code review and seismic upgrades. The Board granted the Special Permit on a vote of 5-0.

An Appeal of this Decision shall be made pursuant to §17 of Chapter 40A and shall be filed with Superior or District Court within twenty (20) days after the date of filing of the above cited decision with the Office of the City Clerk. Procedural appeals shall be taken in accordance with §17 of Chapter 40A.

November 20, 2013

DATE

CHAIRPERSON

*See record of evidence, findings of fact and detailed record of proceedings of the Board of Appeals presented at the hearing and filed with the City Clerk and Planning Board, which is being incorporated herein by reference and considered a part thereof.

Memo

FYT
Bill Pillsbury's
Recommendation
to Board of
Appeals
on
37 Washington
St.

To: George Moriarty Chairman and Members of the Haverhill Board of Appeals

From: William Pillsbury, Jr., Planning Director

Date: 11/20/13

Re: Board of Appeals Meeting-November 20, 2013

37 Washington Street

The applicant proposes to rehabilitate the former Surplus Office supply building on Washington Street into street level commercial units and 19 market rate rental units.

The applicant has purchased the building and is proposing a historic rehab which will result in an excellent reuse of a building which has been severely disinvested over the recent years. The building will be serviced by an elevator and will provide parking in the new parking garage.

From an economic prospective this reinvestment in downtown Haverhill will bring new life and vibrancy to the district and represents the reuse of an otherwise blighting influence into high quality residential units and new commercial space.

I strongly support this project and respectfully request that the Board of Appeals approve the variance package as request as presented.

Recommendation: Approve the variances as requested.

84-A

84-A

Hearing October 1 2013 7.2



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

August 2, 2013

City Council President Robert Scatamacchia
and Members of the Haverhill City Council

RE: Ordinance relating to zoning

Dear Mr. President and Members of the Council:

Enclosed, please find an ordinance that would allow Marijuana Dispensary/Treatment centers to be located only in our business parks. This must be sent to the Planning board and public hearings must be held after which time I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/IK

Encl.

IN CITY COUNCIL: August 20 2013
REFER TO PLANNING BOARD AND
VOTED: that COUNCIL HEARING BE HELD October 1 2013
Attest:

Maria J. Bevilacqua
Acting City Clerk

IN CITY COUNCIL: October 1 2013
CONTINUED TO NOVEMBER 12 2013
Attest:

[Signature]
Acting City Clerk

IN CITY COUNCIL: November 12 2013
HEARING CONTINUED TO NOVEMBER 19 2013 and
MORATORIUM CONTINUED TO NOVEMBER 19 2013
Attest:

[Signature]
Acting City Clerk

IN CITY COUNCIL: November 19 2013
COUNCIL HEARING BE CONTINUED
TO FEBRUARY 25 2014 and
MORATORIUM CONTINUED TO FEB 25 2014
Attest:

[Signature]
Acting City Clerk

also Ordinance: Dec 8 2013



Haverhill

Economic Development and Planning
Phone: 978-374-2330 Fax: 978-374-2315
wpillsbury@cityofhaverhill.com

November 12, 2013

TO: City Council President Robert Scatamaccia and members of the Haverhill City Council

FROM: William Pillsbury, Jr. Economic Development and Planning Director

SUBJECT: POSTPONE HEARING TO NOVEMBER 19, 2013 Zoning –Medical Marijuana Dispensaries

At this time I respectfully requested that the zoning hearing on the above subject be postponed to the meeting of November 19, 2013 and further that the city council vote to extend the existing moratorium to that date.

This additional time will enable the reconvening of the committee advising the mayor on this matter and provide time to review new and additional information from the Attorney General and from the Department of Public Health.

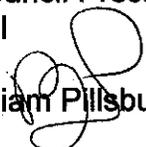


Haverhill

Economic Development and Planning
Phone: 978-374-2330 Fax: 978-374-2315
wpillsbury@cityofhaverhill.com

September 27, 2013

TO: City Council President Robert Scatamaccia and members of the Haverhill City Council

FROM:  William Pillsbury, Jr. Economic Development and Planning Director

SUBJECT: Zoning –Medical Marijuana Dispensaries

On September 11, 2013 the Haverhill Planning Board held a public hearing on the proposed zoning amendment. At the conclusion of the hearing the board voted a conditional favorable recommendation to be forwarded to the City Council. The minutes have been filed with the council.

The proposed conditions involved establishing the IG zone on Hale Street as the location for Registered Marijuana Dispensaries. Any such project proposed would require a special permit of the City Council. This would be the only IG zone to be allowed, and no other IG zone would be affected. Previous discussion about the BP zone should not be acted upon at this time.

Additionally, the Planning Board raised concerns that any special permit granted should require a Payment in Lieu of Taxes Agreement (PILOT) to be submitted and approved by the Council.

As Planning Director, I concur with the planning board and request that the city council vote to approve the zoning amendment with the proposed modifications as requested.

Recommendation: Approve the zoning amendment with modifications as requested.



CITY OF HAVERHILL
MASSACHUSETTS 01830

CITY HALL, ROOM 201
FOUR SUMMER STREET
HAVERHILL, MASSACHUSETTS 01830
TELEPHONE 374-2330
FAX 374-2315

PLANNING BOARD

September 18, 2013

City Council President
& City Councilors
City of Haverhill

RE: Zoning Amendment—MEDICAL MARIJUANA ZONING AMENDMENT—to amend the City Code, Chapter 255, to allow Medical Marijuana Dispensary/Treatment Centers to be located only in Business Parks (BP ZONE)

City Council President and City Councilors:

The Haverhill Planning Board at its regular meeting held on 9/11/13 voted to send a favorable recommendation to the City Council to amend the Haverhill Zoning Ordinance for the location of medical marijuana dispensing facilities in BP Zone (Business Parks).

William Pillsbury, Jr. Economic Development/Planning Director reminded the board members that a few months ago the board had a zoning amendment to create an interim or a short term moratorium on the locations of these facilities as the regulations were being promulgated by the commonwealth. Subsequent to that the Mayor has brought forward a committee and had a committee take a look at possible locations and also worked with the city solicitor on a drafted document that subsequently has been filed with the city council. The role for the planning board this evening in looking at a zoning amendment would be to make a recommendation to the city council on the proposed zoning. The proposed zoning as written in the ordinance allows these state regulated medical marijuana dispensaries to be located in what is currently showing the BP Zones which is the Business Parks Zones of the city by special permit by the city council. He noted that would be the category of use and then that would be the method for approval for these projects. It has come to his attention and the attention of the city solicitor and the mayor as well that there really seems to be some concerns since the initial

Zoning Amendment
Location of Medical Marijuana Dispensaries
9/11/13 Planning Board Meeting

discussions of this strictly being in the business park zones. Specifically some of the business park zones being in close proximity to residential areas and that has raised some concerns. The sense is that we still need to go forward and the sense is that some zoning amendment needs to be under taken but it was his sense that we should really look at more specifically some other zones perhaps the industrial general zones being a possibility or at least some of those zones. This is where we stand right now. The mayor is reconvening his committee to take another look at this. The reason we are not just tabling this tonight and the reason that we are not just postponing which would be the logical thing to do was because of the way the timeframe works with the city council hearing is that the planning board has to have their input and then the council has their hearing and if we do not act tonight we don't meet again until after their hearing so this is the opportunity for the board to take input from the public if there is any and then also to make a recommendation or a conditional recommendation changing and making some suggestions along the way. He was going to stop there and the chairman can open it up to the rest of the hearing and we can discuss some possible conditions that the board would want to make. One of the things that I want to make sure of and there are some things that are unclear to me right now as to some of the inquiries that he was getting is whether the facilities can be split into cultivation component and a manufacturing component. He was not exactly sure and we were checking with the solicitor and with the legal folks to see whether that bifurcation of the use is what the law allows and what the regulations that are coming out of the commonwealth allows. There is some unclearness there but it was unclear to him what exactly what the answer is to that question because we do have a proposal along those lines somebody suggesting that is how they want to do it. He was not exactly sure that this zoning envisions that properly. So again some questions, some need to look further and investigate further but at the same time we want to continue to move forward with the zoning process and give the city council some feedback so that they can give some consideration... The city council could still table this too... they could at their stage table it which would be good to know in advance but we do not so the bottom line we need to have the opportunity for the hearing, have people be heard and have the opportunity to reflect back to the council some thoughts.

Chairman Paul Howard: just because the state allows it does that mean we have to live by that or could the board, in our own zoning, say no you cannot.

Director Pillsbury felt that was a good question. The state law is generally the way the state law works with zoning Chapter 40A is if you don't regulate it and put it into a specific zone where that zone allows it and regulates it and says how it gets approved then by case law and by court cases that have come down it was allowed anywhere... you could put them anywhere. So if you do not have it in the zone then it needs to be... we do need to specify something. We do need to move forward with some type of regulation if we choose to do so... Or...

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Chairman Howard was saying if the state allows it to be vacated and expect to can we say just no, well you allow it but we are not going to allow it in our city.

Director Pillsbury did not know the answer to that question and was not sure if you could deviate that far from the state... whether you can tighten down the local regulation beyond what the state allows... he was not exactly sure. We have run into that with other situations like with the solar projects. Sometimes in the solar projects we are trying to tighten down and do it a little more restrictively and the state says no, you cannot do that you have to allow them under the state law... Telecommunications is the same way and we run into some problems there as well. It is such a new field that we are dealing with and there are not all the answers there that we would like to have. He apologized to a degree because we really are dealing with a hearing that we are really not totally prepared to have so at this point but we still have a timeframe that we have to comply with so thought we would open it up for discussion.

Chairman Howard asked if there was anyone in the audience that wanted to speak on this. No one in the audience wanted to come forward to speak (there were 2 people in audience).. We can go to the board members and see what the board members have to say.

Member Kenneth Cram noted that Bill (Pillsbury) said something in your statement about growing the marijuana yet the ordinance the way that it is written says dispensary/treatment and wanted to know how that was clarified.

Director Pillsbury noted that the definition of a dispensary to his knowledge until I got into some of these other types of inquiries was that a dispensary by definition was vertically integrated from everything from growing i.e. cultivating to putting it out the door and delivering it, which was his understanding or what they needed to be... one unit doing everything. The questions that we are getting are such as... we want to put the cultivation over in Ward Hill and over at Broadway we want to put the manufacturing. He noted that is a different proposition that he did not think that we do not fully define here. We need further guidance from the state in terms of what their allowing and suggesting is the direction that they want to see it go. It was the planner's sense that it was going to be very tightly defined to a single site, a secure site that was going to do all things. You were going to cultivate there, it had to be grown there, processed there, manufactured there and put it into whatever final form it was put into and then dispense to farm there, which was the idea. In other states they have had issues where they had a kind of a looser structure than that which has not really worked out that well.

Chairman Howard noted in Colorado when his daughter lived out there for a while for five years and they popped up on every street corner. Then they had to finally zone where they had to be located and had to be so many blocks apart. It was taken over the open store fronts.

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Director Pillsbury noted this again was the intent to limit it to the business park zones which obviously by definition takes it out of all the residential areas and takes it out of downtown and that is what the thinking was about... because you do not want to end up with a store front scenarios that some of the other states had to contend with... that was the thinking, so it was noted that thinking was open to further discussion.

Member Bob Driscoll had two concerns and one of them was the neighborhood aspect of it and the closeness to playgrounds, families, homes and all those types of things. A lot of our industrial parks back into homes and so forth and some of those parks are still being developed and with all of the other activities in some of those locations this might not be the appropriate place for it. He was thinking something more in line with the IG the Industrial General Zoning, which might be a better alternative than what is presently being the BP Zoning. The other thing is without the rules and regulations that we know what we are agreeing to or suggesting then we are kind of shooting in the dark here because we don't know what the state rules and regulations are... so his consideration would be that we should let it go back to the city council with a conditional recommendation with the condition being we need to know what the state is going to finally set forth as the rules and regulations addressing your complaint about separating the product from the delivery and was not sure that was the proper place to put them.

Chairman Paul Howard noted that the mayor may convene another study group...

Director Pillsbury has indicated that he was going to be bringing that committee back together for further deliberations on this point. It was certainly an appropriate condition to suggest back to the council.

Member Driscoll wanted to make sure that our comments go forward to that committee.

Director Pillsbury noted that they would get the minutes and they could have the minutes and have the benefit of those minutes.

Member Tim Connors asked if the city council meeting was next Tuesday.

Director Pillsbury answered no... he thought it was the following week.

Member Connors wanted to know if any other communities in Essex County have dealt with this issue and if you know...

Director Pillsbury answered yes. Some communities have banded it saying that they do not want it, and that is a choice and or option. Some communities are still wrestling as to where should it go and they are trying to figure out where to put it. Some communities have actually gone with the Business Park Zoning type of scenario. It was a bit of a mixed bag in terms of what they have done. He did not have all the results in every community but we could get that for you.

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Member Connors thought it might be interesting to see and help the city council make a decision about it. He recalled correctly the state mandated three dispensaries in each county.

Director Pillsbury answered that number is five dispensaries. The maximum number is five in each county.

Member Connors noted that if everyone through their city government voted to ban these centers, dispensaries, and cultivation centers in Essex County then it's kind of a moot point is it not?

Director Pillsbury asked the question... if everyone bans?

Member Connors answered yes, it was unlikely but...

Chairman Howard noted if everyone bans except a few then they would all go to those few communities.

Member Connors noted so just if we agree to ban... if we do not find a suitable place for the marijuana it might not negate the states over riding the need to follow what they...

Director Pillsbury noted that one of the considerations that has to be dealt with here that the proposal as the state has brought it forward mandates that these projects be done by none profit co-operations. Whoever steps up to the plate as a non-profit cooperation... if they were to buy an industrial building in the industrial park in Ward Hill as a non-profit cooperation we will not get any taxes. So it would basically take it off the tax rolls almost like a school. So there is a consideration there of that aspect of our industrial base our buildings that are there specifically in Ward Hill to house industry and we are working as hard as we can and was not the busiest time to restore industry but we have some industry coming back reassuring bringing companies back from other companies and seeing that type of industrial growth again, manufacturing again not wildly over whelming but at the same time we are starting to see some of that but if we take some of these buildings and make them non-profit not paying any taxes then that creates another dynamic for us in terms of some of the space that we have allocated for industry.

Chairman Howard thought that the advent of robotics that we are going to see huge parts of manufacturing coming back to the united states because the robotics allow us to do it comparable costs to labor overseas so if you can control it, control the quality he thought over the next 20 years or so you are going to see a huge resurgence of manufacturing in this country. We still have the ability to exclusions like that is in the... (inaudible) ... so we can say it is in a zone but could exclude certain... (inaudible) ... form that.

Director Pillsbury answered sure... we could begin to get that specific... then we can.

Zoning Amendment
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Member Driscoll referred to what the chairman said and asked if what you said to the planning director was that in a particular zone we could further redefine that within that zone to limit it.

Director Pillsbury noted... or you could limit it to... rather than saying all BP Zones you could limit it to a small select number of BP Zones or Industrial General Zones you could say it only was going to be one Industrial General Zone. It is possible to do that type of selection. You are clearly delineating what zone you want to see it in.

Chairman Paul Howard you would get it to a parcel that where we exclude places that are near neighborhoods or schools or...

The director noted by putting in a standard in there that says that you must be greater than 500 feet or 1000 feet from a residential neighborhood, a school, or those kinds of considerations can also be put on the conditions for the zoning.

Member Driscoll also noted that one of our options was to opt out of the whole process.

Director Pillsbury noted that was a possibility...

Chairman Paul Howard noted that if we are not going to get any tax revenue from it... then what is the benefit. Unless we can drive some revenue from it what is the benefit to have it in the city. He could see no benefit.

The planning director noted that one of the things that we are looking at is the idea of the possibility of a payment in lieu of taxes... a pilot. You can do that with a lot of different types of projects where it was not expressly prohibited in the law. You can do that with solar projects. The director explained that right now some of the solar projects that we have seen coming through have payment in lieu of taxes. Again, they are not paying industrial rate but they are paying a rate that is agreed to on the encumbered land with the solar panels. So the same kind of thing could be looked at here... it was a possibility.

The chairman would take it to the point of making that a recommendation from us. Does anyone on the board see a benefit to any of these unless we are going to get some revenue from it.

Member Connors completely agreed with the chairman. He thinks that unless there is some type of revenue coming in...

Member James Cronin wanted to clarify a question. He wanted to know if the city could limit the number of these establishments to 20% of those in Essex County so that we do not become the dumping ground for all of these things. If it goes to 10 or to 50 that we

Zoning Amendment
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could say we will take 20% which is one of five and on that relationship... wanted to know if that was possible to limit it that way.

Director Pillsbury noted that was a good question but did not know the answer to that. It certainly is... if you create the zone and the zone allows more than one you would have to have additional criteria within the special permit that says that we would not grant more than one per community or whatever. We can certainly look at that and does not think that we have explored that question. He was not going to try to give you a good answer on that because he did not have one.

Chairman Paul Howard thought that in Colorado how they did that was they made it a distance between facilities that it had to be.

Member Cronin noted that the rest of the county bans and we give them some opportunity he would not want to see 100% of these things in Haverhill. He would vote to ban in Haverhill under those circumstances.

Director Pillsbury noted that was a good question as to whether we can limit internally within the county. He noted that is a question for more research.

The chairman asked if there were any more comments from the board members.

Member Timothy Connors asked the director if besides the payment in lieu of taxes wanted to know if there was any other way to generate revenue from this non-profit cooperation possibility.

The chairman's answer was rent. Could we implement a marijuana sales tax in the City of Haverhill? You have a restaurant sales tax so why couldn't we have a marijuana sales tax.

Member Cronin mentioned a city sales tax like other cities like New York.

Director Pillsbury noted those were questions that were way beyond my ability to give you a real serious answer right now.

Member Driscoll asked the chairman if we could put into our recommendation to city council or a conditional recommendation that, that be one of the conditions that we have payment in lieu of taxes.

Chairman Paul Howard answered or something revenue generating and if it did not generate revenue then we don't recommend allowing it.

Member Driscoll could see no benefit to it at all if that is what is presented.

Zoning Amendment
Location of Medical Marijuana Dispensaries
9/11/13 Planning Board Meeting

The chairman noted that it actually not only a benefit it is a detriment because it keeps someone that would open a manufacturing facility in that spot that would generate revenue and joining in to that spot, so it actually is a detriment to the city.

Member Tim Connors Agreed.

Planning Director Pillsbury noted that those were all excellent suggestions and will pass them back to the committee as well because I am on that committee and will make sure that the Mayor gets the comments also. He knew he wanted to get this kind of input and the city solicitor wanted to get this kind of input also. You could formulate it into some specific recommendations or you could just include everything as it was presented and just make them all recommendations, which would get forwarded to the city council as suggested course of action with these areas that are for inclusion in the ultimate zoning ordinance.

Member Timothy Connors had another comment. If we do allow a center to be brought into Haverhill do you think that we will have to hire additional law enforcement. The first thing that he thinks of is going to be additional marijuana users for medicinal purposes and was concerned of the people that are reliant upon medicinal marijuana get behind the wheel of a motor vehicle, drive around, under the influence of drugs... it was just an idea and did not know if other municipalities have thought of this and have recommended if we do this that perhaps there should be some type of increase in law enforcement and other people hired from the city to maintain, to supervise... it's just an idea.

The planner noted those were good thoughts. You could always make an argument for the additional police, which he thought was always an argument for law enforcement but he thought in this particular case there was no provision for that in the statute as he knew it. So it would have to be saying locally that there would be a payment... maybe a payment in lieu of taxes is incorporated to include some of those elements like additional law enforcement that would be directed towards law enforcement. Again... that is completely outside... that would be up to the mayor and the city council to decide how they would incorporate any funds but it is an area to definitely keep in mind. He knew that was why the mayor had the police represented on that committee. Detective Burrill was on that committee with us. They have been trying to get educated themselves in terms of what this was going to be like in terms of once the prescriptions are able to be issued and to whom and that type of thing.

The chairman asked Director Pillsbury how he would like to see the motion formulated... that will incorporate all of these or to be specific.

Director Pillsbury thought Bob had ticked off several of those as Lori (the planning board secretary/office manager) transcribes those and combine those with what everyone has said as a whole package... if that is agreeable then I think we can just present the whole thing to the council.

Zoning Amendment
Location of Medical Marijuana Dispensaries
9/11/13 Planning Board Meeting

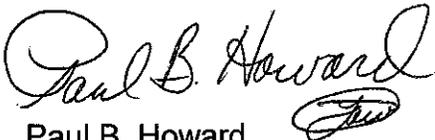
Chairman Paul Howard I would prefer to just present the whole thing.

The director answered yes, rather than try to restate the individual items. He understood them and knew what he was talking about but it does make good sense to get the whole package to the council and to the mayor and to the committee.

Chairman Paul B. Howard asked for a motion.

After board consideration Member Bob Driscoll motioned to go forward with a conditional recommendation to the city council with outlining those recommendations and comments from the board along with those of the planning director. Member April DerBoghossian seconded the motion. Members that vote in favor were: April DerBoghossian, Kenneth Cram, Tim Connors, James C. Cronin, Bob Driscoll and Paul B. Howard. Members absent were Jack Everette and Krystine Hetel. Motion passed to forward a conditional recommendation to the city council.

Signed,

A handwritten signature in cursive script that reads "Paul B. Howard". The signature is written in black ink and is positioned above the printed name.

Paul B. Howard
Chairman

Cc: Zoning Amendment File
Mayor James Fiorentini
City Council
William Cox, Jr., City Solicitor



Haverhill

City Clerk's Office, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

September 13, 2013

Notice is hereby given that a hearing will be held for all parties interested, in the Council Chambers, City Hall Building, on Tuesday, October 1 2013 at 7:00 o'clock P.M. on Document 84-A, being a petition from City of Haverhill to Amend City Zoning Code: Chapter 255, Table of Use and Parking Regulations to allow Medical Marijuana Dispensaries/Treatment centers to be located in our business parks only

Description of area, maps and plans are on file in the City Clerk's Office.

Heather M Budrewicz

Heather M Budrewicz
Acting City Clerk

Advertise: September 13 and September 20 2013

65

Back-up
copy



DOCUMENT 65

CITY OF HAVERHILL

In Municipal Council May 28 2013

BRB/BEK

MUNICIPAL ORDINANCE

CHAPTER 255

AN ORDINANCE RELATING TO ZONING

PREAMBLE

Whereas, on November 6, 2012 Massachusetts voters approved Ballot Question 3, also known as the Massachusetts Medical Marijuana Initiative or "Law for the Humanitarian Medical Use of Marijuana" (hereinafter the "Medical Marijuana Law"); and

Whereas, the Medical Marijuana Law took effect on January 1, 2013; and

Whereas, under the Medical Marijuana Law a "Medical Marijuana Treatment Center shall mean a not-for-profit entity, as defined by Massachusetts law only, registered under this law, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers."; and

Whereas, the Medical Marijuana Law enables the Massachusetts Department of Public Health (DPH) to register up to 35 such centers within the first year of enactment, with a minimum of one and a maximum of five located within each county; and

Whereas, DPH issued regulations for the implementation of the Medical Marijuana Law on May 8, 2013; therefore

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 255 of the Code of the City of Haverhill, as amended, being and is hereby further amended by adding the following:

"§255-16.1 Temporary Moratorium on Medical Marijuana Uses

A. Purpose and Justification – The purpose of the temporary moratorium is to give

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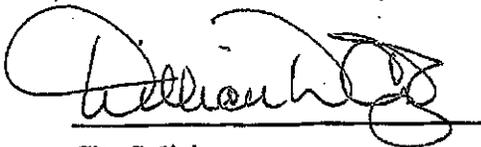
Backup Copy

the City of Haverhill sufficient time after the promulgation of DPH regulations to evaluate the potential land use impacts of Medical Marijuana Treatment Centers as such term is defined under the Medical Marijuana Law, and, if necessary and appropriate, to prepare and adopt zoning standards for Medical Marijuana Treatment Centers.

B. Temporary Moratorium Provision – For the duration of this Temporary Moratorium a Medical Marijuana Treatment Center as defined in the Medical Marijuana Law shall be prohibited as a PRINCIPAL and ACCESSORY USE in all zoning districts, and no use variance shall be granted to allow a Medical Marijuana Treatment Center.

C. Temporary Moratorium Expiration - Unless extended, continued or modified by a subsequent action of the City Council and Mayor, the provisions of this Temporary Moratorium shall expire upon either of the first to occur of: (a) the adoption by the City Council and Mayor of an amendment to this ordinance that explicitly rescinds or replaces this moratorium, or (b) October 1, 2013.”

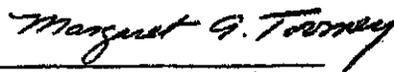
APPROVED AS TO LEGALITY:



City Solicitor

PLACED ON FILE for at least 10 days

Attest:

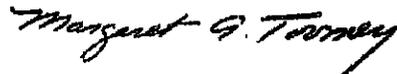


City Clerk

IN CITY COUNCIL: July 23 2013

PASSED

Attest:



City Clerk

APPROVED:



Mayor



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

October 1, 2013

TO: City Council President Robert Scatamacchia and members of the Haverhill City Council

FROM: Mayor James J Fiorentini

**SUBJECT: POSTPONE HEARING AND EXTEND MORATORIUM TO
NOVEMBER 12, 2013 Zoning –Medical Marijuana Dispensaries**

At this time I respectfully requested that the zoning hearing on the above subject be postponed to the meeting of November 12, 2013 and that the city council vote to extend the existing moratorium to that date .

This additional time will enable the reconvening of the committee advising me on this matter and provide tome to review new and additional information from the Department of Public Health.

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CITY OF HAVERHILL

In Municipal Council August 6 2013

~~ORDER~~

MUNICIPAL ORDINANCE

CHAPTER 255

AN ORDINANCE RELATING TO ZONING

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 255, Zoning, Table of Use and Parking Regulations, Page 8, as amended, be and is hereby further amended as follows:

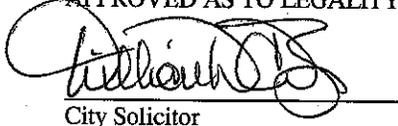
By adding the following at the end of the sub-section "OTHER COMMERCIAL":

	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	IG	BP*	SC
"Registered													1	
Marijuana													S	
Dispensary/ Treatment Centers														
	Parking Code or Minimum													
	C													

*Excluding the Newark Street Business Park."

Further, upon the enactment of this ordinance, the temporary zoning moratorium on Medical Marijuana Treatment Centers adopted as §255-16.1 of the Code, is hereby rescinded and deleted.

APPROVED AS TO LEGALITY



City Solicitor

IN CITY COUNCIL: October 1 2013
CONTINUED TO NOVEMBER 12 2013

Attest:


Acting City Clerk

PLACED ON FILE for at least 10 days

Attest:

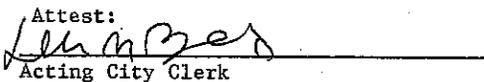

Acting City Clerk

IN CITY COUNCIL: November 12 2013
CONTINUED TO NOVEMBER 19 2013 AND
MORATORIUM CONTINUED ALSO TO NOV 19 2013.

Attest:


Acting City Clerk

IN CITY COUNCIL: November 19 2013
HEARING CONTINUED TO FEBRUARY 25 2014 and
MORATORIUM CONTINUED TO FEBRUARY 25 2014

Attest:


Acting City Clerk

Heather Budrewicz

New Amendments Doc 84

From: BILLCOXLAW@aol.com
Sent: Monday, November 18, 2013 4:05 PM
To: scatamacchiafh@aol.com; kenoza105@mva.net; michitson@mitre.org;
roundpond@comcast.net; MIKE@MCSITEMPS.com; wjm227@gmail.com;
clepage@cityofhaverhill.com; medobrn@aol.com; tom@tsullivanlaw.com
Cc: mayor@cityofhaverhill.com; wpillsbury@cityofhaverhill.com;
cityclerk@cityofhaverhill.com; citycncl@cityofhaverhill.com
Subject: Amendment to Medical Marijuana Zoning Ordinance
Attachments: COHMMOverlayDistrictMap.pdf; COHordinanceMedMJamendment.pdf

Dear Councillors:

A meeting of the Mayor's Medical Marijuana Zoning Committee was held last Friday to address several concerns that had been raised and to review an overlay district procedure which has been used successfully in several other communities. As a result of the meeting, it was agreed that the attached proposal would be put forward to the Council tomorrow evening as an alternative to the original proposal.

The use of an overlay district provides for more structure and oversight with regards to any allowed uses within the district. This proposal also eliminates the Ward Hill Business Park as an available area.

Bill Pillsbury and myself will be present to answer any questions you may have with regards to this matter. In the meantime, feel free to contact me should you wish to discuss the proposal.

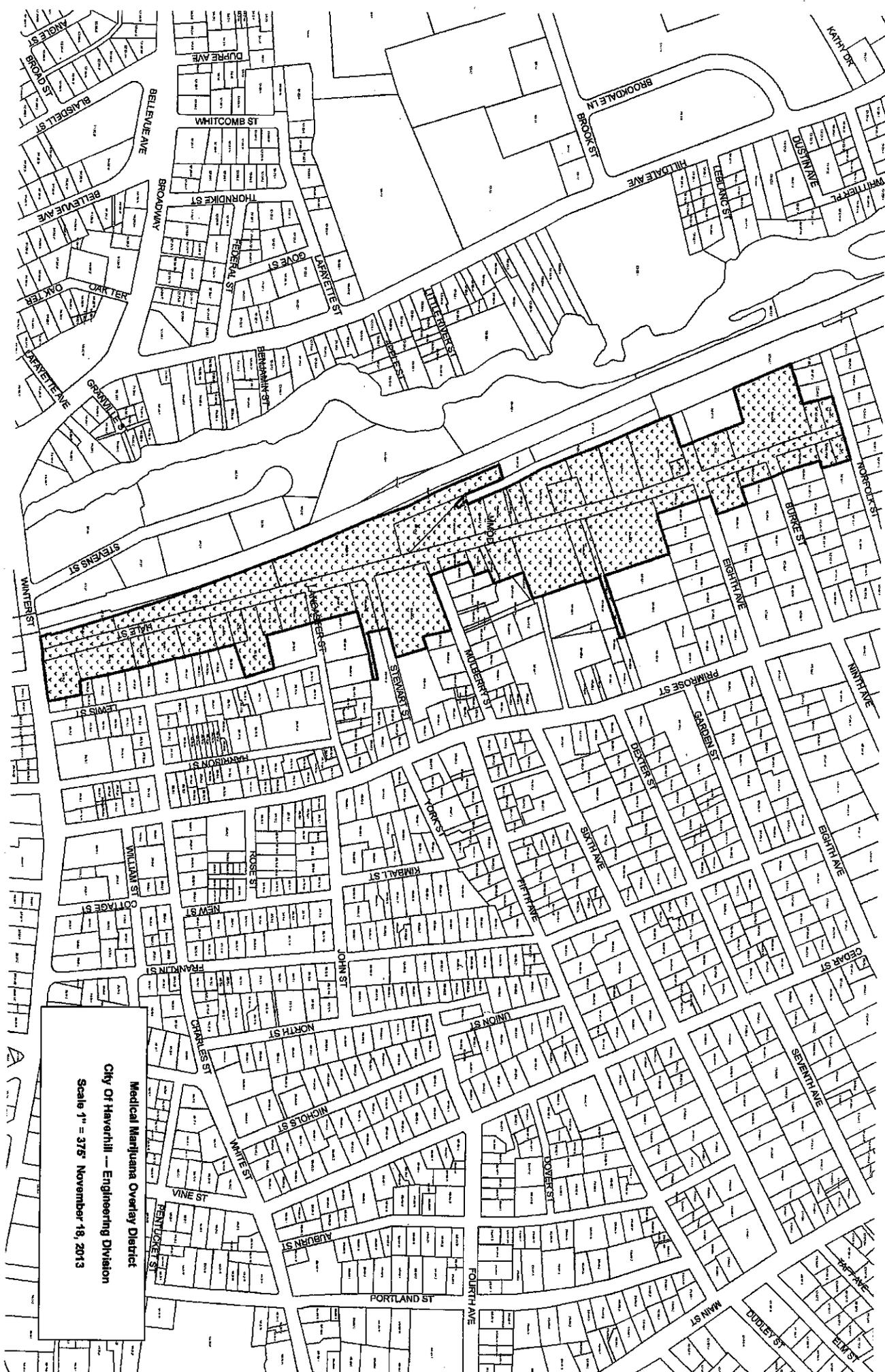
Bill Cox

**WILLIAM D. COX, JR., ESQ.
City Solicitor - City of Haverhill
145 South Main Street
Bradford, MA 01835
(978) 373-2360
(978) 891-5424 - Fax
Email: billcoxlaw@aol.com**



City of Havertill — Engineering Division
Scale 1" = 375' November 18, 2013

Medical Marijuana Overlay District



City Of Haverhill — Engineering Division
Medical Marijuana Overlay District
Scale 1" = 375' November 18, 2013

Amendment to Document 84 of 2013: That the proposed amendment to Chapter 255, Zoning Table of Use and Parking Regulations, Page 8, shall be deleted and the following inserted in place thereof:

"Article XVII - Medical Marijuana Overlay District

255-175: **Establishment** - The Medical Marijuana Overlay District ("MMOD") is established as an overlay district. The boundaries of the MMOD are shown on the Zoning Map on file with the City Clerk. Within the MMOD, all requirements of the underlying district(s) remain in effect, except where these regulations provide an alternative to such requirements. Land within the MDOD may be used either for (1) a Registered Marijuana Dispensary ("RMD"), in which case the requirements set forth in this section shall apply; or (2) a use allowed in the underlying district, in which case the requirements of the underlying district shall apply. If the provisions of the MMOD are silent on a zoning regulation, the requirements of the underlying district shall apply. If the provisions of the MMOD conflict with the requirements of the underlying district, the requirements of the MMOD shall control.

255-176: **Purpose** - To provide for the placement of RMDs, in accordance with the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq., in locations suitable for lawful medical marijuana facilities and to minimize adverse impacts of RMDs on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, security, and removal of RMDs.

255-177: **Definitions** - Where not expressly defined in the Zoning Ordinance, terms used in the MMOD Ordinance shall be interpreted as defined in the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq. and the Department of Public Health Regulations promulgated thereunder, 105 CMR 725.001, et seq., and otherwise by their plain language.

- a. **Registered Marijuana Dispensary:** also known as a Medical Marijuana Treatment Center, means a not-for-profit entity registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as edible marijuana-infused products ("MIPs"), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

255-178: Location –

- a. RMDs may be permitted in the MMOD pursuant to a Special Permit.
- b. RMDs may not be located within 500 linear feet of the following:
 - (1) School, including a public or private elementary, vocational, or secondary school or a public or private college, junior college, or university;
 - (2) Child Care Facility;
 - (3) Library;
 - (4) Playground;
 - (5) Public Park;
 - (6) Youth center;
 - (7) Public swimming pool;
 - (8) Video arcade facility; or
 - (9) Similar facility in which minors commonly congregate.
- c. The distance requirement may be reduced by twenty-five percent or less, but only if:
 - (1) The applicant demonstrates that the RMD would otherwise be effectively prohibited within the municipality;
 - (2) The applicant demonstrates that the RMD will employ adequate security measures to prevent diversion of medical marijuana to minors who are not qualifying patients pursuant to 105 CMR 725.004.

255-179: Procedure - The City Council shall be the Special Permit Granting Authority (SPGA) for a RMD special permit.

- a. Application: In addition to the materials required under Section 255-80 of the Zoning Ordinance, the applicant shall include:
 - (1) A copy of its registration as an RMD from the Massachusetts Department of Public Health ("DPH");
 - (2) a detailed floor plan of the premises of the proposed RMD that

- (3) identifies the square footage available and describes the functional areas of the RMD, including areas for any preparation of MIPs;
- (4) detailed site plans that include the following information:

 - (a) Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, and all other provisions of this Ordinance;
 - (b) Convenience and safety of vehicular and pedestrian movement on the site and for the location of driveway openings in relation to street traffic;
 - (c) Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected be substantially affected by on-site changes;
 - (d) Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises, including designated parking for home delivery vehicle(s), as applicable;
 - (e) Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and
 - (f) Adequacy of water supply, surface and subsurface drainage and light.
- (5) a description of the security measures, including employee security policies, approved by DPH for the RMD;
- (6) a copy of the emergency procedures approved by DPH for the RMD;
- (7) a copy of the policies and procedures for patient or personal caregiver home-delivery approved by DPH for the RMD;
- (8) a copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between RMDs approved by DPH;
- (9) a copy of proposed waste disposal procedures; and

(10) a description of any waivers from DPH regulations issued for the RMD.

- b. The SPGA shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, the Conservation Commission, the Department of Public Works, and the Planning Board. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 35 days of referral of the application shall be deemed lack of opposition.
- c. After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other City boards and departments, the SPGA may act upon such a permit.

255-180: Special Permit Conditions on RMDs - The SPGA shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's RMD, the SPGA shall include the following conditions in any special permit granted under this Bylaw:

- a. Hours of Operation, including dispatch of home deliveries.
- b. The permit holder shall file a copy of any Incident Report required under 105 CMR 725.110(F) with the Zoning Enforcement Officer and the SPGA within 24 hours of creation by the RMD. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations.
- c. The permit holder shall file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by DPH or the Division of Administrative Law Appeals, as applicable, regarding the RMD with the Zoning Enforcement Officer and SPGA within 48 hours of receipt by the RMD.
- d. The permit holder shall provide to the Zoning Enforcement Officer and Chief of the Police Department, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.

- e. The special permit shall lapse within five (5) years of its issuance. If the permit holder wishes to renew the special permit, an application to renew the special permit must be submitted at least 120 days prior to the expiration of the special permit.
- f. The special permit shall be limited to the current applicant and shall lapse if the permit holder ceases operating the RMD.
- g. The special permit shall lapse upon the expiration or termination of the applicant's registration by DPH.
- h. The permit holder shall notify the Zoning Enforcement Officer and SPGA in writing within 48 hours of the cessation of operation of the RMD or the expiration or termination of the permit holder's registration with DPH.

255-181: Exemption from RMD Special Permit Requirement - RMDs that demonstrate that they are protected pursuant to the agricultural exemption under G.L. c.40A §3 are not required to obtain a special permit, but shall apply for Site Plan Approval pursuant to Section 255-68 of the Zoning Ordinance.

255-182: Prohibition Against Nuisances - No use shall be allowed in the MMOD which creates a nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

255-183: Severability - The provisions of this Ordinance are severable. If any provision, paragraph, sentence, or clause of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

CITY OF HAVERHILL

MASSACHUSETTS CITY SOLICITOR'S OFFICE

145 South Main Street
Bradford, MA 01835
(978) 978.891.5424
EMAIL: billcoxlaw@aol.com

**WILLIAM D. COX, JR.
CITY SOLICITOR**

November 4, 2013

TO: Robert H. Scatamacchia, President, City Council

FR: William D. Cox, Jr., City Solicitor 

RE: Zoning Ordinance - Registered Marijuana Dispensary/Treatment Centers

As a result of the deliberations of the Mayor's Registered Marijuana Dispensary/Treatment Centers Committee, they have requested several changes in the proposed zoning ordinance as to the location of such facilities. Specifically, the Committee has recommended that such facilities be located in either the Hale Street IG zone or the Ward Hill Business Park only, and, that no such facility be located within 1,500 feet of a residential dwelling or school/educational building.

Attached are proposed amendments which would accomplish the Committee's recommendations.

Should you have any questions or concerns, please feel free to contact me.

cc: James J. Fiorentini, Mayor

(1st old amendment)

Amendment
to Dec 84

That the ordinance be amended as follows:

By adding “*” after the IG Zone and “S¹ “ under the IG zone; and,

By adding “*Hale Street in the Hale Street IG Zone only.”

By deleting “*” after the BP zone and inserting “” in place thereof, and,**

By deleting the words “*Excluding the Newark Street Business Park.” and inserting in place thereof the words “Ward Hill Business Park only.”, and,**

By adding the words “No Dispensary/Treatment Center shall be located within 1,500 feet of a residential dwelling or a school/educational building.”



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

That in accordance with General Laws, Chapter 44, Section 64, authorize the payment of bill(s) of the previous years and to further authorize the payment from current year departmental appropriations as listed below:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Cascade School Supplies	\$ 110.34	School Department
J Bresnahan Company	\$ 12,766.00	School Department
Ram Mailing Service	\$ 516.03	School Department
Ram Printing	\$ 3,325.00	School Department
Ricoh America's Corporation	\$ 21,719.85	School Department
	\$ 38,437.22	

INVOICE

6/19/13

PLEASE PAY FROM THIS INVOICE - NET 30 DAYS FROM:



CASCADE SCHOOL SUPPLIES, INC.

1 BROWN STREET - NORTH ADAMS, MA. 01247
(TOLL FREE) 1-800-628-5078

INVOICE # 83770

CLAIM FORMS

PURCHASE ORDER # 13007453

CASCADE ORDER # N6589

ACCOUNT # 363904

PAGE

REMIT TO - CSSI, PO BOX 780, NORTH ADAMS MA 01247

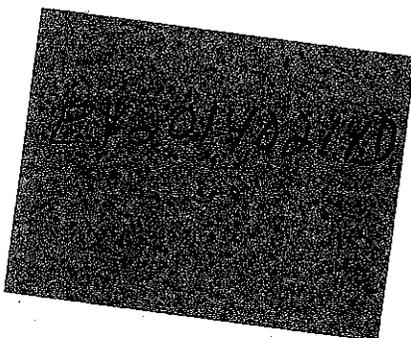
SOLD TO

SHIP TO

HAVERHILL CITY HALL--PURCH--RM 105
FOUR SUMMER STREET
HAVERHILL, MA 01830

TRICIA BURTON
HAVERHILL HIGH SCHOOL
137 MONUMENT STREET
HAVERHILL, MA 01832

LINE NO.	ORDERED	SHIPPED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL P
1	3	3	RM	PAPER DRAWING WHITE 12X18 80 LB 110787 W380-B	31.29	93.
2	1	1	SET	PENCILS PRISMCLR 24 CLR 953 0003 150018	16.47	16.



PAID
FEB 14 2014

BY:

SHIPPED VIA	INVOICE NO.	SUB TOTAL	FREIGHT	INVOICE TOT
ORDER SHIPPED COMPLETE FEDEX 06/19/13	83770	110.34	NONE	110.

B/O ANY ITEMS NOT SHIPPED ARE ON BACK ORDER AND WILL BE SHIPPED AS SOON AS THEY ARE AVAILABLE, UNLESS WE HAVE MARKED THEM CANCELLED OR DISCONTINUED
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J. BRESNAHAN COMPANY

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Since 1890

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Haverhill, MA 01830
(978) 372-4291

155 Plaistow Road
Plaistow, NH 03865
(603) 382-1320

29 Kingston Road
Plaistow, NH 03865
(603) 382-1320

December 12, 2013

Thomas F. Geary, Supervisor of Facilities
City of Haverhill
School Department
4 Summer Street
Haverhill, MA 01830

*Cannot pay without
a P.O. #.*

INVOICE

FOR PROFESSIONAL SERVICES RENDERED:

STORAGE SERVICES: FISCAL YEAR July 1, 2012 – ~~June 30, 2013~~

Room 823P (Pallets/Computers)

\$269.00 per month

9/27/12 – 6/26/13 (9 months)

\$ 2,421.00

Room H116, 332, G2 (Office Furniture)

\$458.00 per month

10/7/12 – 6/6/13 (8 months)

\$ 3,664.00

Room H304, 311, 343 (Office Furniture)

\$458.00 per month

Vacated on 5/16/13

9/27/12 – 5/26/13 (8 months)

\$ 3,664.00 (final bill for this unit)

Room H122, 310, 324, 326, 336 (Office Furniture)

\$458.00 per month

Vacated on 3/7/13

9/24/12 – 3/23/13 (6 months)

\$ 2,748.00 (final bill for this unit)

Greenleaf School Library

\$269.00 per month

Vacated on 10/2/12

9/26/12 – 10/25/12

\$ 269.00 (final bill for this unit)

TOTAL BALANCE DUE

\$12,766.00

THANK YOU

PAID
FEB 14 2014
BY:

d



INVOICE

010695

Invoice Date:
May 23, 2013

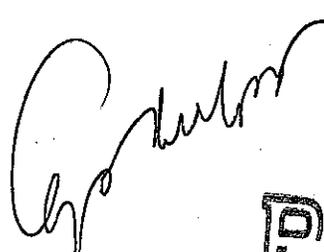
Sold To:

HAVERHILL PUBLIC SCHOOLS
21 ATLANTA AVENUE
HAVERHILL, MA 01832

Customer ID	Customer PO	Sales Rep	Payment Terms	
14681			Net 30 Days	
			Ship Date	Due Date
			5/6/13	6/22/13

Quantity	Item	Description	Amount
29,168		EDDM MAILER - COUNT, BAND & SACK	640.00
	P	POSTAGE	4,346.03
	L	LESS PAID	-4,470.00

Nancy
 Please pay per highlights
 Jane said you need
 to pay separate.
 Thanks
 Kathy

(2)

PAID
 FEB 14 2014
 BY:

1010000.4.1410.6425.32.310.00.10

TOTAL

516.03

RAM Printing Inc. • 5 Commerce Park, P.O. Box 900
 RAM Mailing Service East Hampstead, NH 03826
 Highstead Print & Copy T 603.382.7045 • F 603.382.7629
 Guestmark International www.TheRamCompanies.com



INVOICE

Invoice Number
203653

Invoice Date:
May 7, 2013

PRINTING ●
IMAGING ●
INNOVATION ●

Sold To:

HAVERHILL PUBLIC SCHOOLS
 21 ATLANTA AVENUE
 HAVERHILL, MA 01832

Customer ID	Customer PO	Payment Terms	
4681		Net 30 Days	
Sales Rep ID		Ship Date	Due Date
BC			6/6/13

Quantity	Description	Amount
30,000	17 X 11 THE RENAISSANCE OF HAVERHILL HIGH FLYER	3,250.00
	AUTHOR ALTERATIONS	75.00

Nancy - ⁽¹⁾
 Please pay per
 Leighton.
 Jane said you need
 to pay separate.
 Thanks
 Kathy

ma Goshorn

PAID
 FEB 14 2014

BY:

1010000.4.1410.6425.32.310.00.10

Shipping & Handling

Please make checks payable to Ram Printing Inc.
 P. O. Box 900
 East Hampstead, NH 03826

TOTAL DUE

3,325.00

J



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

That an emergency be declared involving the health and safety of the public in accordance with Section 31D, of Chapter 44, General Laws as amended, providing for payment in excess of appropriation for Snow & Ice removal.



Haverhill

Office of the City Auditor, Room 106
Phone: 978-374-2306 Fax: 978-373-8476
cbenevento@cityofhaverhill.com

MEMO

TO: James Fiorentini, Mayor
FROM: Charles Benevento
SUBJECT: Snow & Ice Deficit
DATE: February 7, 2014
CC:

In accordance with Massachusetts General Law (MGL) Chapter 44 Section 31D I am requesting Council approval to expended funds in excess of appropriation for the Snow and Ice budget. Under MGL Chapter 44 Section 31D a community is allowed to overspend the Snow and Ice budget under the condition the current appropriation is equal or above the previous year appropriation. The City is in compliance with this provision. To date (see attached) the Snow & Ice expenditures total \$995,774.3 and encumbrances of \$43,341.75 leaving a balance of only \$39,936.87.

It is my recommendation that in order to protect the life and safety of it's inhabitants the City of Haverhill be authorize to overspend the Snow & Ice budget for FY2014. The amount expended in excess of the budget is to be raised by the Assessors on next year's tax recap as prescribed by MGL Chapter 44 Section 31D. We currently have allocated funds within the FY15 budget estimate totaling \$750,000 to cover the Snow & Ice account deficit.

City of Haverhill Massachusetts

Budget Control Group Report

Fiscal Year: 2013-2014

DAC:

Budget Control Group: Snow & Ice

- Show Account Detail
 Show Transaction Detail Show Encumbrance
 Range Dates:

Page Break on Budget Control Group

Account	FTE	Budget Amt	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: Snow & Ice						
1010000.1.0423.5110.00.000.00.00	0.00	\$9,996.48	\$6,048.66	\$3,947.82	\$0.00	\$3,947.82
1010000.1.0423.5130.00.000.00.00	0.00	\$220,703.00	\$110,700.53	\$110,002.47	\$0.00	\$110,002.47
1010000.1.0423.5251.00.000.00.00	0.00	\$68,224.00	\$58,257.44	\$29,966.56	\$19,036.62	\$10,929.94
1010000.1.0423.5400.00.000.00.00	0.00	\$74,279.44	\$630,276.36	-\$555,996.92	\$0.00	-\$555,996.92
1010000.1.0423.5534.00.000.00.00	0.00	\$85,750.00	\$190,491.31	-\$104,741.31	\$24,205.13	-\$128,946.44
1010000.1.0946.5799.00.000.00.00	0.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00	\$600,000.00
		1,078,952.92	\$995,774.30	\$83,178.62	\$43,241.75	39,936.87

Snow & Ice Sub Total:

End of Report

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

February 7, 2014

Council President John A. Michitson and
Members of the Haverhill City Council

RE: Transfer Order

Dear Mr. President and Members of the Haverhill City Council:

Enclosed please find a request to expend funds in excess of appropriation for the Snow and Ice Budget.

The Order is enclosed and I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/ah

Encl.



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of **\$170,000** be transferred from the *Salary Reserve* account in the amounts stated to the following General Fund Accounts:

*Police Salaries****\$170,000***

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

February 7, 2014

Council President John A. Michitson and
Members of the Haverhill City Council

RE: Transfer Order

Dear Mr. President and Members of the Haverhill City Council:

Enclosed, please find a transfer order in the amount of \$170,000 from Salary Reserve to Police Salary. This is for the purpose of funding the City of Haverhill Police Patrolmen's retroactive pay increase from FY13 into FY14.

The Order is enclosed and I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/ah

Encl.



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

That Council Order 104-E be amended as follows:

To transfer \$30,322 from Sidewalk Repairs to 16th Street apparatus bay floor

104-2



BJE # 151

CITY OF HAVERHILL

In Municipal Council December 10 2013

Ordered:

That the City transfer the sum of \$780,500 from the Capital Budget to the Capital projects as listed below:

3414630 ✓	Dog Park Fence <i>Other</i>	\$6,000
3414549 ✓	Citizen Center Improvements <i>Bldg</i>	\$200,000 -
3414192 ✓	City Hall Exterior Repairs <i>Bldg</i>	\$20,000
3414131 ✓	Rail Trail Extension <i>Other</i>	\$107,000
3414420 ✓	Electrical Work Highway Generator <i>Bldg</i>	\$16,000
371453 ✓	Route 97 improvement project <i>Other</i>	\$100,000
3714422 ✓	Sidewalk Repairs <i>Other</i>	\$100,000
3414222 ✓	Water St. Greenway Project <i>Other</i>	\$35,000
3414230 ✓	Water St. Fire Station Boiler <i>Bldg</i>	\$15,000
3414221 ✓	Water St. 'hose tower' Assessment <i>Bldg</i>	\$6,500
3414223 ✓	16 th Ave apparatus bay floor <i>Bldg</i>	\$115,000
3414155 ✓	Replace/Upgrade technology & <i>Other</i>	\$10,000
3414156 ✓	Disaster recovery for city servers <i>Other</i>	\$15,000
7414300 ✓	High school curbing & cement decking <i>Other</i>	\$35,000

PASSED :

APPROVED:

Attest:

[Signature]
Acting City Clerk

[Signature]
Mayor

3713000

1084.31



Haverhill

Office of the City Auditor, Room 106
Phone: 978-374-2306 Fax: 978-373-8476
cbenevento@cityofhaverhill.com

MEMO

TO: James Fiorentini, Mayor
FROM: Charles Benevento
SUBJECT: 16th Ave bay floor repair costs estimate
DATE: February 7, 2014
CC:

As you are aware the public safety department has requested additional funds for the 16th Ave. apparatus bay floor repairs. The total project estimate is as follows:

Design Partnership Architects	\$2,550
Floor finishing Estimate	\$10,000 need to bid
L&L construction amendment	\$2,972
L&L construction contract	\$129,800
Total for project	\$145,322
Amount available from Order 104-E	\$115,000
Amount needed to complete project	\$30,322



City of Haverhill
Articles of Agreement

Structural Floor Repairs at 16th Ave Fire Station
IFB017.14

This agreement is made and entered into this 10th day of December 2013 by and between the CITY OF HAVERHILL ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and L & L Contracting, Inc., a corporation duly organized and existing under the laws of the Commonwealth/State of _____ or as a D/B/A duly registered at: 25 Hayward Street, Braintree, MA 02184 ("The CONTRACTOR").

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR's bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR's bid or proposal.

ARTICLE II. DURATION. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on June 30, 2014.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver materials, supplies or equipment to Haverhill, MA (delivery point) all in accordance with the bid documents of November 25, 2013 (bid opening date).

CONTRACT VALUE: \$129,800.00 U.S. Dollars. See attached Appendix B.

ARTICLE IV. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR's bid.

- A. Upon substantial completion of the work required by a contract, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.
- B. Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage on that work, including the quantity, price and all but one per cent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts, but no contract shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.
- C. Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.
- D. Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain

- L. Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority.
- M. Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- N. Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- O. Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section. If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.
- P. Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
- Q. The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.
- R. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.
- S. The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct

incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

- E. The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.
- F. No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.
- G. Substantial completion shall mean either that the work required by the contract has been completed except for work having a contract price of less than one per cent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.
- H. Within fifteen days after receipt from the contractor of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.
- I. The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.
- J. All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.
- K. A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall be conclusive.

payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

- (a) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).
- (b) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.
- (c) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.
- (d) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).
- (e) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The CITY may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed

prior to the termination date as determined by the CITY. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. LIQUIDATED DAMAGES: If the CONTRACTOR fails to achieve Final Completion by _____, it shall be liable to pay the City the daily amount specified in the Agreement, not as a penalty, but as a fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the City's actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Agreement. The City may elect to withhold said amount from periodic or final payments due to the CONTRACTOR, in addition to retainage and other backcharges.

ARTICLE VIII. INTERPRETATIONS AND APPROVALS: Every contract which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE IX. CHANGE ORDERS AND ADJUSTMENTS:

The Contractor shall perform all the Work required by this Contract in conformity with the Drawings and Specifications contained herein. No willful and substantial deviation from said Drawings and Specifications shall be made unless authorized in writing by the Engineer and the City. In order to avoid delays in the prosecution of the Work required by such Contract, such deviation from the Drawings or Specifications may be authorized by a written order of the City. Within thirty (30) days thereafter, such written order shall be confirmed by a certificate of the City stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures, or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the Project as a whole; (3) that either the work substituted for the Work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the City and the Contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the City.

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Every contract shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

ARTICLE X. CONFLICT. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these Articles.

ARTICLE XI. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE XII. PAYMENT BONDS: The Contractor must furnish the City a Payment Bond for fifty (50) percent of the full amount of the guaranteed maximum price.

ARTICLE XIII. FOREIGN CORPORATIONS: CONTRACTORS and subcontractors that are incorporated outside of Massachusetts must certify compliance with certain corporation laws and submit to the City a certificate of the state secretary stating that the corporation has complied with requirements and the date of compliance, and further has filed all annual reports required.

ARTICLE XIV. FINANCIAL REPORTING: The CONTRACTOR will maintain certain financial records and make them available for inspection by certain state agencies and file periodic financial reports.

ARTICLE XV. TAX COMPLIANCE: The CONTRACTOR must certify in writing that they complied with all state laws relating to taxes, reporting of employees and contractors and child support.

ARTICLE XVI. EMPLOYMENT: The CONTRACTOR must comply with the provisions relating to wages and employment conditions including, but not limited to, the payment of prevailing wages rates as set by the Department of Labor and Workforce Development, and workers' compensation coverage.

ARTICLE XVII. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XVIII. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seal the day first above written.

Approved as to Form:

City of Haverhill:

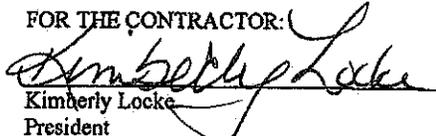
William D. Cox, Jr., Esq.
City Solicitor

James J. Fiorentini
Mayor

Witness

Robert DeFusco
Purchasing Director

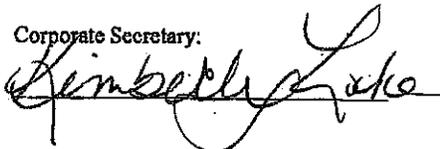
FOR THE CONTRACTOR:



Kimberly Locke
President
L&L Contracting

Alan DeNaro
Public Safety Commissioner

Corporate Secretary:



Kimberly Locke

Certified as to Availability of Funding:

Charles Benevento, Director of Finance & City Auditor

**Appendix B
Bid Pricing Sheet
IFB017.14**

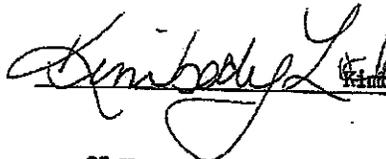
Scope of Work	Total Cost
The Scope of work for the project of Structural Repairs of the first floor of Fire Station No. 2 at 13-16 th Avenue of Haverhill, MA that directly supports a fire truck apparatus and other fire station vehicles consists mainly on retrofitting the existing structural framing members of the first floor which are currently presenting signs of rust and deterioration, adding some reinforced concrete base protection of the existing structural steel tube columns, adding some new galvanized metal deck, structural steel beams, connections, replacing the deteriorated floor drains, and fixing the currently cracked portions of the reinforced concrete slab of the first floor.	\$ 129,800.00
	\$
	\$
	\$
Total Cost	\$ 129,800.00

This Bid Includes Addendum: #1

Name of General Bidder

L&L Contracting, Inc.

Name of Person Signing Bid and Title


Kimberly Locke, President

Business Address

25 Hayward Street

City and State

Braintree, MA

E-Mail Address

klocke@landlcontracting.com

Date

November 25, 2013

IFB017.14
Structural Floor Repairs at 16th Ave Fire Station
Open: 11-25-13 @ 2PM

Company Name & Address	Bid Bond	Addendum	Total Cost	DCAM Cert.
Village Forge Inc.	✓	✓	168,000	No
CARROLL + Mc Gowan Const	✓	✓	147,714	✓
D.C. Williams	✓	✓	94,750	No
LEG CONTRACTOR	✓	✓	130,800	✓
Meadows Construction	✓	✓	137,000	✓
Patrol Restoration	✓	✓	146,000	✓
Holzer Company	✓	✓	219,800	No
Christens Bechtel	✓	✓	142,750	✓

Witness: *[Signature]* Date: 11/25/13
[Signature] Date: 11/25/13

* 10% contingency cost (unforseen)
 Anti salt mixture



CONTRACTING, INC.

Phone: (781) 849-0770 Fax: (781) 849-0727

CHANGE ORDER

ADDITIONAL WORK ORDER

TO City of Haverhill Purchasing Department City Hall, Room 105 4 Summer Street Haverhill, MA 01830-5875	PHONE	DATE 2/3/2014
	JOB NAME / LOCATION Structural Floor Repairs at 16th Ave Fire Station	
	CONTRACT / JOB NUMBER IFB017.14	JOB PHONE

We hereby agree to the change(s) or additional work specified below:

Change Order #1

Additional Work at Overhead Door

Demo and remove 48 sq.ft. of steel reinforced concrete at \$9/sq.ft.	\$432.00
Drill-out counter sunk anchors and remove 3 metal plates	\$250.00
Install #4 rebar at 12" on center both directions	\$300.00
Place and finish 48 sq.ft. of 4,000 psi concrete at \$10/sq.ft.	\$480.00
Construct one 12' high x 28' long insulated enclosure at overhead door to provide heat and access to finish new concrete	
Miscellaneous materials and consummables	\$200.00
1 carpenter 8 hours to install at \$60/hr.	\$480.00
1 carpenter 4 hours to disassemble and remove at \$60/hr.	\$240.00
28% labor burden on carpenter hours	\$201.60
Subtotal for the above	\$2,583.60
15% Overhead and Profit	\$387.54

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE Agree hereby to make the change(s) specified above at this price

\$2,971.14

Date of agreement: _____	PREVIOUS CONTRACT AMOUNT	
Authorized Signature: _____ (CONTRACTOR)	REVISED CONTRACT TOTAL	

Payment will be made as follows:

Accepted - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature _____ (Owner)
Date of acceptance: _____

Design Partnership Architects Inc.

85 Brockton Ave. on Pentucket Lake • Haverhill, MA 01830 • 978*372*9400 • Fax: 978*373*6779 • E-Mail: designpartnership@verizon.net
We invite you to visit us at www.designpartnershiparchitects.com

May 8, 2013

Haverhill Police Department
Attn: Officer Scott Ziminski
40 Bailey Boulevard
Haverhill, MA 01832

Re: Proposed Construction Administration Services for
Haverhill Fire Department, 16th Street Fire House 1st Floor Repairs

Dear Officer Ziminski:

Design Partnership Architects, Inc. (DPA) is pleased to submit this Proposal to you to provide Construction Administration Services at the Haverhill Fire Department, 16th Street Fire House 1st Floor Repairs. We understand our Scope of Work for the proposed project to be as follows:

1. DPA will provide 3 Site Visits to meet with the selected Contractor and will review progress of installation of structural framing and concrete floor surface finish repairs on the project. The Site Visits will be conducted as follows:
 - One Site Visit at the commencement of the Project.
 - One Site Visit during the installations of repair work at the Project.
 - One Site Visit after Substantial Completion Phase of the Project to make a final review to determine that work has been completed in conjunction with the Contract Documents and relevant Building Codes and warranties required under the Contract Documents have been provided to the Haverhill Police Department.
2. DPA will provide 3 short-form Field Reports, one following each Site Visit, making relevant comments and observations to you, Officer Ziminski, at the Haverhill Police Department.

Design Partnership Architects, Inc. proposes a fee in the amount of Two Thousand, Five Hundred Fifty ~~(\$2,550.00)~~ Dollars to provide the services listed above. Invoices will be submitted as the project progresses in accordance with Paragraph 1 above.

Design Partnership Architects, Inc. is protected by Worker's Compensation Insurance and Professional Liability Insurance. Our services to our clients are performed in accordance with the provisions of the A.I.A. B141, 1987 Ed., which terms and Requirements are incorporated herein by reference. We shall be happy to submit a copy of these documents to you upon request.

The client agrees to limit architect's and/or his consultants' liability to the client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of the architect's and/or his consultants' performance of his/their services, such that aggregate liability of architect and/or his consultants for any and all claims and/or damages of any nature whatsoever, arising out to the performance of architect's and/or his consultants' services on the project, shall not exceed fifty-thousand dollars and zero cents (\$50,000.00) or architect's total fee for services rendered on the project, whichever is greater.

We look forward to working with you to serve the City of Haverhill. Please feel free to call if you have any questions.

Respectfully submitted,

DESIGN PARTNERSHIP ARCHITECTS, INC.

HAVERHILL POLICE DEPARTMENT

Angelo Petrozzelli, President
Member NCARB/AIA/BSA

Officer Scott Ziminski

PREMIER CONCRETE CONSTRUCTION, LLC

614 Gibbons Highway
Wilton, NH 03086

Estimate

DATE	ESTIMATE NO.
11/5/2012	3299

NAME / ADDRESS
Haverhill Police Department C/O: Scott A. Ziminski 40 Bailey Blvd Haverhill, MA 01830

DESCRIPTION	PROJECT
	Haverhill Fire Dept. 16th Ave
	TOTAL
Provide labor and material to grind starting with an 80 grit metal bond diamond, denisfy, hone, polish to an 800 grit salt and pepper aggregate exposure, seal and burnish 2,095 sq.ft of existing concrete slab	8,590.00
<p>NOTES:</p> <ul style="list-style-type: none"> -140 lineal feet of joint fill/ crack repair and 25 divot repairs are included in cost of job -Premier Concrete Construction, LLC will provide own electrical power 	

Net: 30 days, 5% retainage, 1.5% interest per month			
Phone #	(603) 654-2471	Fax #	(603) 654-2306

TOTAL ~~8,590.00~~

Handwritten notes:
~~8,590.00~~
 40,000
 OLD EST
 New
 COST
 EST.

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

February 7, 2014

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: Transfer Order

Dear Mr. President and Members of the Haverhill City Council:

Enclosed please find a transfer order to transfer for the sum of \$30,000 from capital projects high school curbing to capital projects 16th Ave., apparatus bay floor.

The estimate to replace the floor at the 16th Ave. Fire Station came in \$30,000 higher than we budgeted. I spoke with Mr. Scully about the curb repairs at the High School. He indicated that, as a practical matter, he cannot start them until the children are out of school in late June or early July. This item will be placed in the FY15 budget so that the work can start in July.

The Order is enclosed and I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/ah
Encl.

9.1

City Hall, Room 204
 4 Summer Street
 Telephone: 978 374-2328
 Facsimile: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

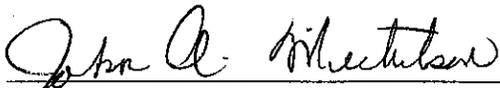


CITY OF HAVERHILL
 Haverhill, Massachusetts 01830-5843

January 31, 2014

TO: Members of the City Council

Councillor John A. Michitson would like to have Robert Ward, Deputy DPW Director, give an update on the Haverhill Landfill Closure and Combined Sewer Outflow (CSO) projects.


 City Councillor John A. Michitson

IN CITY COUNCIL: February 4 2014
 POSTPONED TO FEBRUARY 11 2014

Attest:

City Clerk



Haverhill

Robert E. Ward, Deputy DPW Director
Water/Wastewater Division
Phone: 978-374-2382 Fax: 978-521-4083
rward@haverhillwater.com

January 16, 2014

To: John A. Michitson, City Council President, and
Members of the City Council

From: Robert E. Ward *REW*
Deputy DPW Director

Subject: Haverhill Landfill Closure Project - Update

In response to Councilor Scatamacchia's memo dated December 6, 2013 this memo is to provide City Council with an update on the Haverhill Landfill closure project.

Background

The 71-acre landfill site is located in the eastern part of Haverhill off Old Groveland Road between Old Groveland Road and the Merrimack River adjacent to the Groveland town line. The site is comprised of a number of parcels owned by the City and Aggregate Industries – Northeast Region, Inc.

The City and Aggregate are under an Administrative Consent Order (ACO) executed in January 1999 with the Massachusetts Department of Environmental Protection (MassDEP) to close the landfill in accordance with Massachusetts Solid Waste Management Regulations. The landfill closure is also under the jurisdiction of the US Environmental Protection Agency (EPA) because the site is listed on the National Priorities List (NPL) under the Superfund program.

In 2008 the site was separated for closure purposes into two portions – the Southern Mound and Northern Mound. The Southern Mound would be capped first. The capping of the Northern Mound would be completed in a later phase because of the complications related to ecological risk assessment and the lengthy permitting process. The Northern Mound capping will require extensive stabilization of the Merrimack River bank.

Closure Status

The Southern Mound closure is substantially complete. This assessment work began in 1999 and construction of the cap completed in 2013. The final closure or cap is a flexible membrane liner covered with drainage sand, topsoil and grass over the entire 35-acre mound. The top the Southern Mound is a flat plateau providing approximately 7.5 acres for potential post-closure use. (i.e., passive recreation, solar panels, etc.) The plateau was created by bringing in shaping and grading materials which also provided approximately \$1.5 million in value to the City: approximately \$625,000 in revenues and \$887,346 as a credit against the City's portion of the Southern Mound construction cost.

The recommended corrective action for the 20-acre Northern Mound is to construct a landfill cap similar to the Southern Mound. The status of the key project tasks involved with closing the Northern Mound are as follows:

- Drum removal is complete – 2003 through 2007
- No shaping and grading materials on the Northern Mound – not feasible due to limited capacity
- Environmental assessment substantially complete
- Submitted ecological risk assessment to DEP and EPA (requires follow-on study)
- Preparation of a draft Corrective Action Alternatives Analysis (CAAA) and Draft Environmental Impact Report
- Permitting, design and construction – schedule is not yet determined

Upon completion of the closure, future maintenance will include mowing the site once or twice per year, continued environmental monitoring and site maintenance and repairs.

Project Costs

The City and Aggregate share equally in the assessment and closure costs of the landfill. This Cost Sharing Agreement was executed by the City and Aggregate in 1998. The past and future costs are shown in the table below.

Summary of Historic and Estimated Future Costs		
	Total City & Aggregate	City Share
Costs Incurred to Date	\$14,182,296	\$7,091,148
Estimated Future Costs	\$31,200,000	\$15,600,000

The original Cost Sharing Agreement provided for the City and Aggregate to share the benefits of the state’s low interest State Revolving Fund (SRF) loan program. In 2010 Aggregate and the City agreed Aggregate would not share in further SRF loans. The table below shows a summary of the SRF loans to date.

Summary of SRF Loan Amounts		
	Total Loan Amount	City Share
Loans Shared with Aggregate	\$6,363,610	\$3,181,805
City Only Loan		\$3,300,957
Total		\$6,482,762

As an environmental justice community the City received “principal forgiveness” on the SRF loan for the Southern Mound construction in the amount of \$999,043. This one-time grant program through DEP and American Recovery and Reinvestment Act of 2009 (ARRA) was a City-only benefit.

Public Information Program

An information repository remains in effect at the Haverhill Public Library to make information available to the public. The City's consultant also maintains a website where landfill documents are available for viewing. Access to this "e-room" is available upon request.

Please note this is a brief summary of a very complicated project. If you have questions, please call or email me.

Cc: Mayor James J. Fiorentini
Mike J. Stankovich, DPW Director



DOCUMENT 12-C

CITY OF HAVERHILL

In Municipal Council January 28 2014

Chapter 240

ORDAINED:

**An Ordinance Relating to Parking
(50 Franklin Street—Delete Handicap Parking)**

BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-85 Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended, by deleting the following:

LOCATION	REGULATION	HOURS/DAYS
<u>50 Franklin Street</u>		
In front of No. 50 Franklin St. Street except for 1-24 hour handicap parking space at No. 50	No Parking	24 Hours

APPROVED as to legality:

City Solicitor
William D. Cox, Jr.

PLACED ON FILE for at least 10 days

Attest:

City Clerk



Haverhill

Economic Development and Planning
Phone: 978-374-2330 Fax: 978-374-2315
wpillsbury@cityofhaverhill.com

November 21, 2014

John A. Michitson, Council President
& City Council Members
City Hall—Room 204
City of Haverhill

RE: 50 Franklin Street—DELETE—Handicap Parking Space

Dear Council President Michitson & Councilors:

As per your request dated January 16, 2014, and as requested by Councilor Colin LePage in the attached request dated 1/9/14, I am submitting the Municipal Ordinance that will delete handicap parking at No. 50 Franklin Street.

Sincerely,

William Pillsbury, Jr.
Economic Development &
Planning Director

WP/lw

City Council

John A. Michitson
President
Robert H. Scatamacchia
Vice President
Melinda E. Barrett
William J. Macek
William H. Ryan
Thomas J. Sullivan
Mary Ellen Daly O'Brien
Michael S. McGonagle
Colin F. LePage



Copy

City Hall, Room 204
4 Summer Street
Telephone: 978 374-2328
Facsimile: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

CITY OF HAVERHILL
Haverhill, Massachusetts 01830-5843

January 16, 2014

TO: Mr. William Pillsbury, Jr.
Planning Director and Grants Coordinator

RE: **Delete Handicap Ordinance – 50 Franklin St.**

Dear Mr. Pillsbury:

At the City Council meeting held on January 14, 2014 the following item was placed on the agenda by Councillor LePage:

- Doc. #9-B - Request for removal of a handicap parking space at 50 Franklin St.

The Council would appreciate it if you would prepare the necessary ordinance and place it on the next Council agenda. Thank you for your assistance.

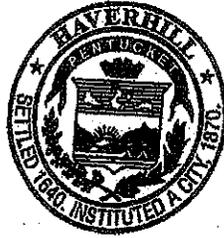
Sincerely,

John A. Michitson, President
Haverhill City Council

JAS/bsa

c: Mayor James J. Fiorentini
City Councillors
Police Officer Edward Watson

City Council
John A. Michitson
President
Robert H. Scatamacchia
Vice President
Melinda E. Barrett
William J. Macek
William H. Ryan
Thomas J. Sullivan
Mary Ellen Daly O'Brien
Michael S. McGonagle
Colin F. LePage



COPY

City Hall, Room 204
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Telephone: 978 374-2328
Facsimile: 978 374-2329
www.ci.haverhill.ma.us
citycncd@cityofhaverhill.com

CITY OF HAVERHILL
Haverhill, Massachusetts 01830-5843

11.2.1

January 9, 2014

TO: Mr. President and Members of the City Council:

Councillor Colin LePage requests the removal of a handicap parking space at 50 Franklin Street as it is no longer needed.

Colin LePage
City Councillor Colin LePage

VEHICLES AND TRAFFIC

Name of Street Location	Regulation	Hours/Days
2 Forrest Avenue [Repealed 6-29-2010 by Doc. 16-M]		
Fountain Street [Added 2-17-1998 by Doc. 23-C]	No parking	24 hours
In front of 26 Fountain Street, except for 1 24-hour handicapped parking space at No. 26		
In front of 91 Fountain Street, except for 1 24-hour handicapped parking space at No. 91 [Added 5-22-2001 by Doc. 49-H]	No parking	24 hours
Fourth Avenue	No parking	24 hours
In front of 19 Fourth Avenue, except for 1 24-hour handicap parking space at No. 19 [Added 5-17-2011 by Doc. 7-N]		
In front of No. 44, south side	No parking	—
In front of No. 46 (except 1 24-hour handicapped parking space at No. 46) [Added 10-30-1990 by Doc. 34-Q]	No parking	24 hours
From its intersection with Main Street westerly for 50 feet, south side [Added 4-22-1997 by Doc. 52-D]	No parking	—
From its intersection with Main Street westerly for 100 feet, north side [Added 4-22-1997 by Doc. 52-D]	No parking	—
67 Fourth Avenue [Added 7-28-1998 by Doc. 23-F; repealed 8-10-2010 by Doc. 16-Q]		
Franklin Street	No parking	—
From Winter Street to Charles Street, both sides		
Franklin Street on east side from Charles Street to 5th Avenue [Added 8-22-2006 by Doc. 29-S]	No parking	24 hours
* In front of 50 Franklin Street except for 1 24-hour handicapped parking space at No. 50 [Added 12-9-2003 by Doc. 15-T]	No parking	24 hours
59 Franklin Street [Added 4-29-2003 by Doc. 15-E; repealed 12-7-2004 by Doc. 12-S]		



10.1.1

CITY OF HAVERHILL

ASSESSORS OFFICE - ROOM 115

01 2 11 Phone: 978-374-2316 Fax: 978-374-2319

Assessors@cityofhaverhill.com

February 4, 2014

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

In accordance with Municipal Ordinance, Chapter 7,
entitled "Assessor" as follows:

The Board of Assessors shall file monthly with the
City Council a copy of the report submitted to the
Auditor showing a summary of the above abated
amounts for that month.

Attached herewith is the report for the month of
January as filed in the Assessors Office.

Very truly yours,

Stephen C. Gullo, MAA
Assessor

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
THOMAS J. SULLIVAN
MARY ELLEN DALY O'BRIEN
MICHAEL S. MCGONAGLE
COLIN F. LEPAGE



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

10.2.1

CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycnd@cityofhaverhill.com

February 7, 2014

TO: Members of the City Council:

Councillor John A. Michitson wishes to discuss extension of moratorium on Medical Marijuana Dispensaries in Haverhill.

City Councillor John A. Michitson

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
THOMAS J. SULLIVAN
MARY ELLEN DALY O'BRIEN
MICHAEL S. MCGONAGLE
COLIN F. LE PAGE



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycnci@cityofhaverhill.com

February 6, 2014

TO: Mr. President and Members of the City Council:

Councillor Mary Ellen Daly O'Brien requests a discussion about snow removal.


City Councillor Mary Ellen Daly O'Brien



Haverhill^{10.3.1}

Human Resources Department, Room 306

Phone: (978) 374-2357 Fax: (978) 374-2343

Mary Carrington, HR Director - mcarrington@cityofhaverhill.com

Denise McClanahan, HR Technician - dmcclanahan@cityofhaverhill.com

TO: Mayor James J. Fiorentini

FROM: Mary Carrington, Human Resources Director

DATE: February 5, 2014

RE: Salary Ordinance & MOA submission

Attached please find the ordinance and Memorandum of Agreement for the AFSCME Group (Wastewater Treatment Plant) as a result of their recent negotiations.

Please submit these documents to the Haverhill City Council for action.

MC/dlm

Memorandum of Agreement
Between
The City of Haverhill
And
AFSCME, Council 93, Local 949/AFL-CIO

1. Terms: Effective from July 1, 2012 through June 30, 2013
Effective from July 1, 2013 through June 30, 2014

2. Wages: General wage increase as follows:

Effective July 1, 2012	1.5%
Effective July 1, 2013	1.5%

3. Bi-weekly Payroll

The City reserves the right to change its weekly payroll process to a bi-weekly basis for the employees of the City of Haverhill. The City will provide written notice to the Union ninety (90) days prior to implementation of the bi-weekly process.

4. Time and Attendance Software

The City reserves the right to implement a time and attendance software program to help monitor employee time and attendance, which will simplify timecard and attendance tracking, data entry and time-off approval processing. The City will provide written notice to the Union ninety (90) days prior to the implementation of this software.

5. Article XII:

Health Reimbursement Account

Plan requirements are subject to change if there are plan design changes to the eligible health plans offered. All full-time employees are eligible for the existing health insurance offerings by the City of Haverhill.

Delete from contract:

Both parties understand and agree that the city, apart from this contract, is currently negotiating with the Public Employee Commission (PEC) to join the Group Insurance Commission (GIC). Both parties also understand that there is currently legislation pending before the State legislature that will allow cities to join the GIC.

In the event that the city joins the GIC during the term of this contract and in the event that the city's percentage contribution is 80% or less, the parties agree that as of the date the city joins the GIC, the union members will receive an additional 2% pay increase.

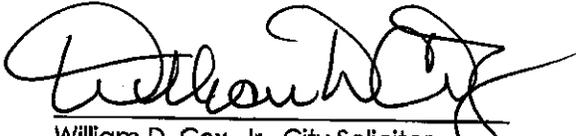
Date: January 15, 2014



James J. Fiorentini, Mayor



Jim Breslin, AFSCME Agent



William D. Cox, Jr., City Solicitor



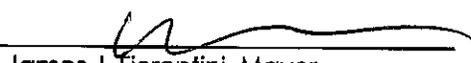
James Beyelaqua, Shop Steward

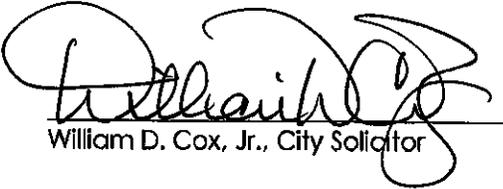
**Side Letter Agreement
Between
The City of Haverhill
And
AFSCME, LOCAL 939/AFL-CIO**

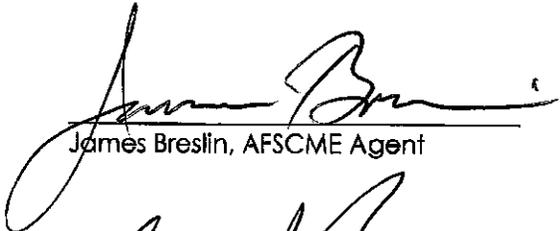
In resolution of an outstanding matter related to a grievance filed by the Union, the parties agree to the following:

The position of the Senior Maintenance Mechanic shall include a standby provision. The Senior Maintenance Mechanic shall be officially on standby twenty-four (24) hours per day to keep abreast of arising problems and to coordinate the solution of them. In exchange for the extra duties the amount of \$1.00 per hour shall be added to the current Senior Maintenance Mechanic's salary. This change shall take effect upon the passage of Memorandum of Agreement by the Haverhill City Council.

Date: January 15, 2014


James J. Fiorentini, Mayor


William D. Cox, Jr., City Solicitor


James Breslin, AFSCME Agent


James Beyelacqua, Shop Steward

**Side Letter Agreement
Between
The City of Haverhill
And
AFSCME, LOCAL 939/AFL-CIO**

In resolution of an outstanding matter related to a grievance filed by the Union, the parties agree to the following:

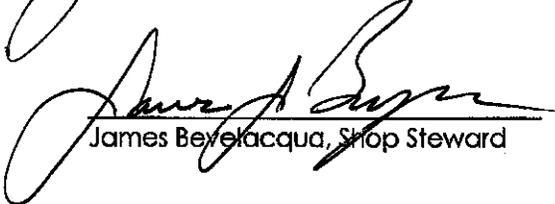
The position of the WWTP storekeeper shall include the additional duties (see attached document). In exchange for the extra duties, a step 6 at \$21.92 per hour shall be added to the salary ordinance. This change shall take effect upon the passage of Memorandum of Agreement by the Haverhill City Council.

Date: January 15, 2014


James J. Florentini, Mayor


William D. Cox, Jr., City Solicitor


James Breslin, AFSCME Agent


James Beyerlacqua, Shop Steward



City of Haverhill

Position:

Storekeeper/Purchaser/Shipper/Receiver
Wastewater Treatment Plant

Hours of Work:

7:00 AM – 3:00 PM Monday - Friday
(40 hours per week)

GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES:

Controls the operation and maintenance of the treatment plant stockroom. Writes and receives purchase orders and inputs purchase orders into computer. Completes storeroom inventory once a year. Makes out storeroom reports; fuel oil, vehicles, and gasoline reports. Computes a quarterly report for gasoline usage and any other required by supervisor. Distributes interoffice mail throughout the city and other assigned errands. Additional computer entry as is required.

SUPERVISION RECEIVED:

Works under general supervision of Facility Manager who gives general instructions and reviews work for effectiveness by means of reports and conferences.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

- Controls the operation and maintenance of the treatment plant stockroom; makes estimates of stock needs, consults with superiors as to changes in inventory levels; inspects goods received for quality, quantity, and conformance with specifications.
- Performs maintenance of inventory and other store records involving stock of goods and supplies of varied nature; maintains inventory control for stock ordering, and prepares reports as prescribed by superiors.
- Controls the receipt, storage, issuance and delivery of varied stock, such as spare parts, maintenance, and engineering equipment, supplies and forms, frequently requiring special care for proper storage.
- Purchases spare parts, maintenance and engineering equipment, supplies, safety equipment and gear.
- Generates vendor reports, balance reports, expenditure summary reports and activity reports by fiscal year or calendar year as requested by supervisors.
- Performs all duties associated with shipping and receiving.
- Provides office coverage for the Wastewater Treatment Plant, Water/Wastewater Billing Office and Water Garage.
- Provide backup to Administrative Clerk by performing weekly bill schedule, warrants, vouchers, line item transfers and payrolls.
- Performs vendor services such as, invoice tracking, payment issues parts searches.
- Courier services for document deliveries to City Hall, MDEP, USEPA, Registry of Deeds and other off-sites locations.
- Controls the issuance of tools and stock in accordance with established policy.
- Performs a variety of skilled and unskilled manual duties in the maintenance and care of the treatment plant grounds and buildings.
- Performs other related unskilled labor duties as cleaning debris and shoveling snow.

- May be required to operate motor equipment in connection with such assigned duties.
- Additional duties that are assigned by the supervisor.
- Writes and receives purchase orders and inputs purchase orders into computer.
- Completes storeroom inventory once a year.
- Computes annual reports for gasoline usage and any other required by supervisor.
- Monitors monthly gasoline usage and confirms mileage readings.
- Monitors the diesel and gasoline usages and refilling of the caddys.
- Computes annual reports for heating oil or natural gas usage by facility and function and any other required by supervisor.
- Secures storeroom and maintains it in a clean and orderly manner.
- Distributes interoffice mail throughout the city and other assigned errands.
- Additional computer entry as is required.
- Laborer's duties as are needed.

The duties listed above are intended only as illustrative of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

QUALIFICATIONS:

Applicants must have at least five (5) years of full-time paid employment as a Storekeeper in the processing of material related to mechanical trades, such as heavy machinery, conveying equipment, pipe fitting, electrical equipment, and engines.

SUBSTITUTION:

Full-time high school or equivalent education may be substituted for the required experience on the basis of one year education for three months of experience. Civil Service eligibility. Computer experience necessary.

SPECIAL QUALIFICATIONS, KNOWLEDGE AND ABILITIES:

1. Thorough knowledge of storekeeping methods and procedures in the receipt, storage and distribution of a large quantity and variety of goods using current computers and software.
2. Working knowledge of purchase and requisition procedures.
3. Ability to keep perpetual inventory records and makes inspections for quality and quantity of stocks against purchase orders and specification.
4. Ability to operate computers.
5. Knowledge of nomenclature of machinery, and replacement parts for engines, pumps, conveyors, electrical controllers, piping systems, tools, stores, etc.
6. Ability to perform physical labor.

PHYSICAL REQUIREMENTS:

Capable of performing light lifting during normal duties. Movement required in and out of equipment and vehicles. Climbs stairs as part of normal duties.

“The City of Haverhill is an EEO/AA/ADA Employer”



JAMES J. FIORENTINI
MAYOR

May 7, 2010

**CITY OF HAVERHILL
MASSACHUSETTS**

*Backup
reference*

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
WWW.CI.HAVERHILL.MA.US

City Council President Michael J. Hart
& Members of the City Council

RE: AFSCME Contract

Dear Mr. President and City Council Members:

Enclosed, please find an agreement with the AFSCME, Local 939/AFL-CIO to be placed on file. This represents the fourth small union to accept the revised health care plan which I first proposed some months ago. I congratulate them and thank them for working with us.

The agreement provides for health care changes, higher co-pays and deductibles as well as an increase in the employee contribution from 20% to 25%, all beginning on July 1, 2010. In return the City has agreed to a 2% increase in wages on July 1, 2011. The agreement also provides for the elimination of merit pay, an increase in the employee contribution from 20% to 30%, and a decrease in personal and sick leave days for any new employees.

Finally, The City and the Union have agreed to a settlement of a four year dispute, currently pending in Essex Superior Court, involving the City's installation of new equipment and the ongoing upgrade of the City's Wastewater Treatment Facility - Combined Sewer Overflow Abatement Program (CSO). Both parties compromised as to an increase in wages, which reflects the additional duties and responsibilities resulting from the more sophisticated and advanced equipment.

We will be coming in shortly with ordinances that are required in order to implement the contract. In the meantime, I recommend that this matter be placed on file.

If there are any questions, please do not hesitate to contact me.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lk
Encl.

PROPOSED TENTATIVE AGREEMENT
 BETWEEN
 THE CITY OF HAVERHILL
 AND
 AFSCME, LOCAL 939 / AFL-CIO
 April 21, 2010

*Backup
reference*

1. CONTRACT DURATION – ARTICLE XXV
(TWO SEPARATE AGREEMENTS)

Change title of Article to read: Duration

Amend to reflect a two (2) year Agreement effective July 1, 2008 to June 30, 2010
 (No other changes to CBA)

Amend to reflect a two (2) year Agreement effective July 1, 2010 to June 30, 2012

2. WAGES & CLASSIFICATION – ARTICLE VI

A. Base Wages

7-1-11 2 %

3. HEALTH INSURANCE

Effective July 1, 2010 the City's contribution to the HMO shall be 75% and the employee contribution shall be 25%.

Effective July 1, 2010

	HMO	PPO
	Increased Deductibles	
Office Visits	\$15/25	\$25
Emergency Room Visits	\$100	\$100
Inpatient Co-pay	\$250	\$250
Outpatient Co-pay Surgery	\$150	\$150
CT, PET, and MRI	\$75	\$75
Retail Rx	\$10/25/45	\$10/25/45
Mail-order RX	\$20/50/90	\$20/50/90

Both parties understand and agree that the city, apart from this contract, is currently negotiating with the Public Employee Commission (PEC) to join the Group Insurance Commission (GIC). In the event that the city joins the GIC during the term of this contract and in the event that the city's percentage contribution is 80% or less, the parties agree that as of the date the city joins the GIC, the union members will receive an additional 2% pay increase.

4. HOURS OF WORK & OVERTIME - ARTICLE V

*Backup
reference*

Section 9E Add to end of Section: Senior Shift Operators

A. Effective July 1, 2010, all Senior Operators at the top step of the pay scale shall be transferred from hourly employees to weekly employees as to rate of pay. In making this change, it is the intent of the parties to incorporate the actual wages earned on a weekly basis, which includes the regularly scheduled overtime, differential, FLSA, holiday, and pay defined in Section 4(b), such that the employees are paid no more or no less than if paid at the current Senior Operator hourly rate according to their current work schedule.

The regular scheduled hours for the A, B, C, and D schedules for a four (4) week cycle shall be as shown in the table below and shall determine the weekly salary for each of the shifts.

	<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>
Shift A	44	40	44	42.67
Shift B	42.67	44	44	44
Shift C	40	44	42.67	44
Shift D	44	42.67	40	40

	<u>Weekly Salary</u>
Shift A	\$1,172
Shift B	\$1,243
Shift C	\$1,185
Shift D	\$1,220

B. Senior Shift Operators shall continue to be paid at the Senior Operator hourly rate for all overtime worked beyond their regular schedule shift as defined above.

C. An employee not regularly scheduled to work the A, B, C, or D schedule and who is temporarily filling a vacancy on one of these shifts (e.g., vacation, personal leave or other authorized leave) will continue to be paid at the out of class rate where applicable in accordance with Article V, Section 6 of the Agreement, which provides that Operators with grades VI or VII license shall be paid at the top step Senior Operator hourly rate when replacing a Senior Operator.

5. Merit Pay

Effective July 1, 2010 the merit bonus is eliminated and in lieu of same 3% shall be added to the current base rate of pay for each current employee. The above 3% percent shall not be added to the base pay of new employees hired after July 1, 2010. The current performance appraisal program will remain in effect, unless the parties mutually agree to a new system of performance appraisal.

6. New Employees

*Backup
reference*

New Employee Benefit Changes – Hired after January 1, 2010

Health Insurance

New employees hired after January 1, 2010 shall pay a **thirty percent (30%)** Employee Health Insurance Contribution rate for both the PPO and HMO products.

Personal Days

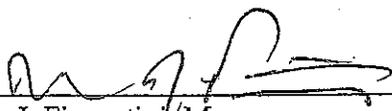
All employees shall be entitled to **three (3) personal days** with pay in each calendar year for personal reasons. An employee must work six (6) months prior to becoming eligible to use these three (3) Personal Days - One (1) of the three (3) days to be used the day after *Thanksgiving. During the first six (6) months of employment, a Personal Day may be granted on an emergency basis by the Department Head. The employee must notify the Department Head or his/her designee a reasonable time in advance. The Department Head or designee shall not unreasonably withhold personal leave.

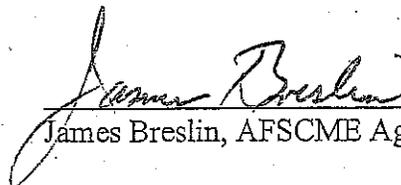
Sick Days

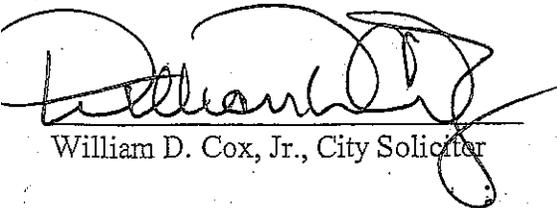
All full-time and permanent part-time employees shall be credited with sick leave with pay not to exceed **nine (9) working days** for each year of service, at the rate of three-quarters (.75) day per month, provided that said leave is caused by sickness or injury which incapacitates the employee in the performance of his or her duties.

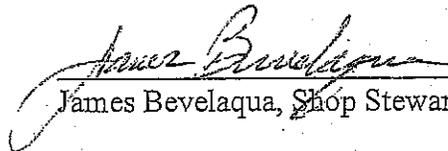
FOR THE UNION:

FOR THE CITY OF
HAVERHILL:


James J. Fiorentini, Mayor


James Breslin, AFSCME Agent


William D. Cox, Jr., City Solicitor


James Bevelaqua, Shop Steward

DATE: April 21, 2010

*Backup
reference*

Side Letter of Agreement
Between
The City of Haverhill
And
The Wastewater Treatment Plant Group

New Equipment

Upon successful ratification of both parties of this Tentative Agreement, the parties will enter into a Side Letter of Agreement to settle the Essex Superior Court (No. ESCV 2008-01535-D) concerning the following six (6) bargaining unit positions:

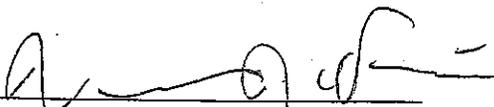
- WWTP Electrician
- Senior WWTP Operator
- WWTP Operator
- Sr. Maintenance Mechanic
- Maintenance Mechanic
- Mechanic Helper

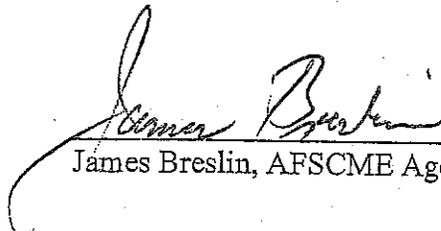
These positions shall receive a \$ 1.00 per hour adjustment to all steps within their classification retroactive from July 1, 2009.

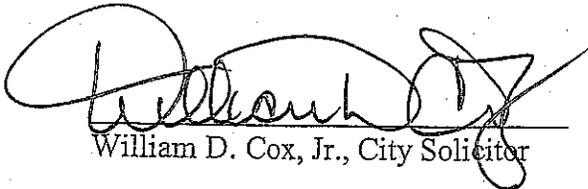
Article V – Section 5

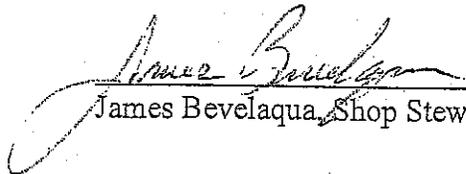
Amend to reflect that any employee called for emergency work outside his/her working schedule shall be paid for four (4) hours of pay at the applicable rate.

Date: April 21, 2010


James J. Fiorentini, Mayor


James Breslin, AFSCME Agent


William D. Cox, Jr., City Solicitor


James Bevelacqua, Shop Steward

DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
AFSCME GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 67-G of 2010 is hereby amended as follows:

EFFECTIVE 7/1/2012 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$22.13	\$23.49	\$24.86	\$25.87	\$25.97	\$28.26
Senior WWTP Operator	\$22.13	\$23.49	\$24.86	\$25.87	\$25.97	\$28.26
Senior Maintenance Mechanic	\$22.13	\$23.49	\$24.86	\$25.87	\$27.03	\$28.26
WWTP Operator	\$19.07	\$20.11	\$21.16	\$21.94	\$23.07	\$24.06
Lab Technician	\$18.00	\$19.03	\$20.09	\$20.87	\$22.00	\$22.99
Maintenance Mechanic	\$19.53	\$20.72	\$21.93	\$23.06	\$24.24	
Mobil Equipment Operator	\$14.18	\$14.84	\$15.34	\$16.47	\$17.26	
WWTP Storekeeper	\$17.70	\$18.26	\$18.80	\$19.92	\$20.65	
Maintenance Mechanic Helper	\$17.29	\$18.24	\$19.34	\$20.46	\$21.52	
Senior Collection Operator*	\$22.13	\$23.49	\$24.86	\$25.87	\$25.97	\$28.26
Collection Operator	\$18.00	\$19.03	\$20.09	\$20.87	\$22.00	\$22.99
Collection Operator/C.B. Cleaner	\$176.34	\$19.03	\$20.09	\$20.87	\$22.00	\$22.99
WWTP MEO-Cust./Laborer	\$14.18	\$14.83	\$15.34	\$16.47	\$17.26	
Shift A Sr. Operator	\$1,298.69					
Shift B Sr. Operator	\$1,377.36					
Shift C Sr. Operator	\$1,313.17					
Shift D Sr. Operator	\$1,350.46					

FOR NEW HIRES AFTER 7/1/10 RATES EFFECTIVE 7/1/2012 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$21.49	\$22.81	\$24.13	\$25.12	\$26.24	\$27.44
Senior WWTP Operator	\$21.49	\$22.81	\$24.13	\$25.12	\$26.24	\$27.44
Senior Maintenance Mechanic	\$21.49	\$22.81	\$24.13	\$25.12	\$26.24	\$27.44
WWTP Operator	\$18.51	\$19.52	\$20.54	\$21.30	\$22.39	\$23.36
Lab Technician	\$17.48	\$18.48	\$19.51	\$20.26	\$21.36	\$22.32
Maintenance Mechanic	\$18.96	\$20.12	\$21.29	\$22.39	\$23.53	
Mobil Equipment Operator	\$13.77	\$14.40	\$14.90	\$16.00	\$16.75	
WWTP Storekeeper	\$17.19	\$17.73	\$18.25	\$19.34	\$20.05	
Maintenance Mechanic Helper	\$16.78	\$17.70	\$18.77	\$19.87	\$20.89	
Senior Collection Operator*	\$21.49	\$22.81	\$24.13	\$25.12	\$25.21	\$27.44

2014

Collection Operator	\$17.48	\$18.48	\$19.51	\$20.26	\$21.36	\$22.32
Collection Operator/C.B. Cleaner	\$17.48	\$18.48	\$19.51	\$20.26	\$21.36	\$22.32
WWTP MEO-Cust./Laborer	\$13.77	\$14.40	\$14.90	\$16.00	\$16.75	
Shift A Sr. Operator	\$1,254.78					
Shift B Sr. Operator	\$1,328.29					
Shift C Sr. Operator	\$1,268.24					
Shift D Sr. Operator	\$1,304.48					

EFFECTIVE 7/1/2013 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$22.47	\$23.84	\$25.23	\$26.26	\$26.35	\$28.68
Senior WWTP Operator	\$22.47	\$23.84	\$25.23	\$26.26	\$26.35	\$28.68
Senior Maintenance Mechanic	\$22.47	\$23.84	\$25.23	\$26.26	\$27.44	\$28.68
WWTP Operator	\$19.36	\$20.41	\$21.48	\$22.27	\$23.41	\$24.42
Lab Technician	\$18.27	\$19.32	\$20.39	\$21.18	\$22.32	\$23.34
Maintenance Mechanic	\$19.82	\$21.03	\$22.26	\$23.41	\$24.60	
Mobil Equipment Operator	\$14.40	\$15.06	\$15.57	\$16.72	\$17.52	
WWTP Storekeeper	\$17.97	\$18.54	\$19.08	\$20.22	\$20.96	\$21.92
Maintenance Mechanic Helper	\$17.55	\$18.51	\$19.63	\$20.77	\$21.84	
Senior Collection Operator*	\$22.47	\$23.84	\$25.23	\$26.26	\$26.35	\$28.68
Collection Operator	\$18.27	\$19.32	\$20.39	\$21.18	\$22.32	\$23.34
Collection Operator/C.B. Cleaner	\$178.98	\$19.32	\$20.39	\$21.18	\$22.32	\$23.34
WWTP MEO-Cust./Laborer	\$14.40	\$15.05	\$15.57	\$16.72	\$17.52	
Shift A Sr. Operator	\$1,318.17					
Shift B Sr. Operator	\$1,398.02					
Shift C Sr. Operator	\$1,332.86					
Shift D Sr. Operator	\$1,370.71					

FOR NEW HIRES AFTER 7/1/10 RATES EFFECTIVE 7/1/2013 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$21.82	\$23.15	\$24.49	\$25.49	\$26.64	\$27.85
Senior WWTP Operator	\$21.82	\$23.15	\$24.49	\$25.49	\$26.64	\$27.85
Senior Maintenance Mechanic	\$21.82	\$23.15	\$24.49	\$25.49	\$26.64	\$27.85
WWTP Operator	\$18.79	\$19.81	\$20.85	\$21.62	\$22.73	\$23.71
Lab Technician	\$17.74	\$18.76	\$19.80	\$20.56	\$21.68	\$22.66
Maintenance Mechanic	\$19.24	\$20.42	\$21.61	\$22.73	\$23.89	
Mobil Equipment Operator	\$13.98	\$14.62	\$15.12	\$16.24	\$17.00	
WWTP Storekeeper	\$17.44	\$18.00	\$18.53	\$19.63	\$20.35	

2014

Maintenance Mechanic Helper	\$17.03	\$17.97	\$19.05	\$20.17	\$21.21	
Senior Collection Operator*	\$21.82	\$23.15	\$24.49	\$25.49	\$25.59	\$27.85
Collection Operator	\$17.74	\$18.76	\$19.80	\$20.56	\$21.68	\$22.66
Collection Operator/C.B. Cleaner	\$17.74	\$18.76	\$19.80	\$20.56	\$21.68	\$22.66
WWTP MEO-Cust. /Laborer	\$13.98	\$14.62	\$15.12	\$16.24	\$17.00	
Shift A Sr. Operator	\$1,273.61					
Shift B Sr. Operator	\$1,348.21					
Shift C Sr. Operator	\$1,287.27					
Shift D Sr. Operator	\$1,324.05					

Add the following paragraph to Section 12 of Article V: HOURS OF WORK & OVERTIME

The position of the Senior Maintenance Mechanic shall include a standby provision. The Senior Maintenance Mechanic shall be officially on standby twenty-four (24) hours per day to keep abreast of arising problems and to coordinate the solution of them. In exchange for the extra duties the amount of \$1.00 per hour shall be added to the current Senior Maintenance Mechanic's salary. This change shall take effect upon the passage of Memorandum of Agreement by the Haverhill City Council.

Approved as to legality:

City Solicitor



BACKUP
Reference

CITY OF HAVERHILL

In Municipal Council June 15 2010

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
AFSCME GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 8-D of 2007 is hereby amended as follows:

	0%					
EFFECTIVE 7/1/2008	0%					
EFFECTIVE 7/1/2009	0%					
EFFECTIVE 7/1/2010 (NEW EQUIPMENT & MERIT PAY INCREASE-CURRENT EMPLOYEES ONLY)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$21.38	\$22.69	\$24.01	\$24.99	\$25.08	\$27.30
Senior WWTP Operator	\$21.38	\$22.69	\$24.01	\$24.99	\$25.08	\$27.30
Senior Maintenance Mechanic	\$21.38	\$22.69	\$24.01	\$24.99	\$26.11	\$27.30
WWTP Operator	\$18.42	\$19.42	\$20.44	\$21.19	\$22.28	\$23.24
Lab Technician	\$17.39	\$18.39	\$19.41	\$20.16	\$21.25	\$22.21
Maintenance Mechanic	\$18.86	\$20.01	\$21.18	\$22.28	\$23.41	
Mobil Equipment Operator	\$13.70	\$14.33	\$14.82	\$15.91	\$16.67	
WWTP Storekeeper	\$17.10	\$17.64	\$18.16	\$19.24	\$19.95	
Maintenance Mechanic Helper	\$16.70	\$17.61	\$18.67	\$19.77	\$20.79	
Senior Collection Operator*	\$21.38	\$22.69	\$24.01	\$24.99	\$25.08	\$27.30
Collection Operator	\$17.39	\$18.39	\$19.41	\$20.16	\$21.25	\$22.21
Collection Operator/C.B. Cleaner	\$17.39	\$18.39	\$19.41	\$20.16	\$21.25	\$22.21
WWTP MEO-Cust./Laborer	\$13.70	\$14.33	\$14.82	\$15.91	\$16.67	
Shift A Sr. Operator	\$1,254.40					
Shift B Sr. Operator	\$1,330.40					
Shift C Sr. Operator	\$1,268.40					
Shift D Sr. Operator	\$1,304.40					

FOR EMPLOYEES HIRED AFTER 7/1/10 RATES EFFECTIVE 7/1/10 (NEW EQUIPMENT CLAUSE ONLY)						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$20.76	\$22.03	\$23.31	\$24.26	\$25.35	\$26.50
Senior WWTP Operator	\$20.76	\$22.03	\$23.31	\$24.26	\$25.35	\$26.50
Senior Maintenance Mechanic	\$20.76	\$22.03	\$23.31	\$24.26	\$25.35	\$26.50
WWTP Operator	\$17.88	\$18.85	\$19.84	\$20.57	\$21.63	\$22.56
Lab Technician	\$16.88	\$17.85	\$18.84	\$19.57	\$20.63	\$21.56
Maintenance Mechanic	\$18.31	\$19.43	\$20.56	\$21.63	\$22.73	
Mobil Equipment Operator	\$13.30	\$13.91	\$14.39	\$15.45	\$16.18	
WWTP Storekeeper	\$16.60	\$17.13	\$17.63	\$18.68	\$19.37	
Maintenance Mechanic Helper	\$16.21	\$17.10	\$18.13	\$19.19	\$20.18	
Senior Collection Operator*	\$20.76	\$22.03	\$23.31	\$24.26	\$24.35	\$26.50
Collection Operator	\$16.88	\$17.85	\$18.84	\$19.57	\$20.63	\$21.56
Collection Operator/C.B. Cleaner	\$16.88	\$17.85	\$18.84	\$19.57	\$20.63	\$21.56
WWTP MEO-Cust./Laborer	\$13.30	\$13.91	\$14.39	\$15.45	\$16.18	
Shift A Sr. Operator	\$1,212.00					
Shift B Sr. Operator	\$1,283.00					
Shift C Sr. Operator	\$1,225.00					
Shift D Sr. Operator	\$1,260.00					

Backup Reference

60-0

EFFECTIVE 7/1/2011 2%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$21.81	\$23.14	\$24.49	\$25.49	\$25.58	\$27.84
Senior WWTP Operator	\$21.81	\$23.14	\$24.49	\$25.49	\$25.58	\$27.84
Senior Maintenance Mechanic	\$21.81	\$23.14	\$24.49	\$25.49	\$26.63	\$27.84
WWTP Operator	\$18.79	\$19.81	\$20.85	\$21.61	\$22.73	\$23.70
Lab Technician	\$17.73	\$18.75	\$19.79	\$20.56	\$21.67	\$22.65
Maintenance Mechanic	\$19.24	\$20.41	\$21.60	\$22.72	\$23.88	
Mobil Equipment Operator	\$13.97	\$14.62	\$15.12	\$16.23	\$17.00	
WWTP Storekeeper	\$17.44	\$17.99	\$18.52	\$19.62	\$20.35	
Maintenance Mechanic Helper	\$17.03	\$17.97	\$19.05	\$20.16	\$21.20	
Senior Collection Operator*	\$21.81	\$23.14	\$24.49	\$25.49	\$25.58	\$27.84
Collection Operator	\$17.73	\$18.75	\$19.79	\$20.56	\$21.67	\$22.65
Collection Operator/C.B. Cleaner	\$173.73	\$18.75	\$19.79	\$20.56	\$21.67	\$22.65
WWTP MEO-Cust./Laborer	\$13.97	\$14.61	\$15.12	\$16.23	\$17.00	
Shift A Sr. Operator	\$1,279.50					
Shift B Sr. Operator	\$1,357.00					
Shift C Sr. Operator	\$1,293.76					
Shift D Sr. Operator	\$1,330.50					

FOR NEW HIRES AFTER 7/1/10 RATES EFFECTIVE 7/1/2011 2%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$21.18	\$22.47	\$23.78	\$24.75	\$25.86	\$27.03
Senior WWTP Operator	\$21.18	\$22.47	\$23.78	\$24.75	\$25.86	\$27.03
Senior Maintenance Mechanic	\$21.18	\$22.47	\$23.78	\$24.75	\$25.86	\$27.03
WWTP Operator	\$18.24	\$19.23	\$20.24	\$20.98	\$22.06	\$23.01
Lab Technician	\$17.22	\$18.21	\$19.22	\$19.96	\$21.04	\$21.99
Maintenance Mechanic	\$18.68	\$19.82	\$20.97	\$22.06	\$23.18	
Mobil Equipment Operator	\$13.57	\$14.19	\$14.68	\$15.76	\$16.50	
WWTP Storekeeper	\$16.93	\$17.47	\$17.98	\$19.05	\$19.76	
Maintenance Mechanic Helper	\$16.53	\$17.44	\$18.49	\$19.57	\$20.58	
Senior Collection Operator*	\$21.18	\$22.47	\$23.78	\$24.75	\$24.84	\$27.03
Collection Operator	\$17.22	\$18.21	\$19.22	\$19.96	\$21.04	\$21.99
Collection Operator/C.B. Cleaner	\$17.22	\$18.21	\$19.22	\$19.96	\$21.04	\$21.99
WWTP MEO-Cust./Laborer	\$13.57	\$14.19	\$14.68	\$15.76	\$16.50	
Shift A Sr. Operator	\$1,236.24					
Shift B Sr. Operator	\$1,308.66					
Shift C Sr. Operator	\$1,249.50					
Shift D Sr. Operator	\$1,285.20					

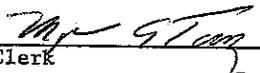
Amend Article XII by deleting the 2nd and 3rd paragraphs and in its place insert the following:
 Effective July 1, 2010 the City's contribution to the HMO shall be 75% and the employee contribution shall be 25%.
 New employees hired after January 1, 2010 shall pay a thirty percent (30%) Employee Health Insurance Contribution rate for both the PPO and HMO products.

Delete Article VI Section 6 - Performance Evaluation and Merit Bonus

Approved as to legality:

City Solicitor

PLACED ON FILE for at least 10 days

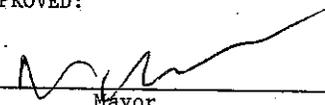
Attest:


 City Clerk

IN CITY COUNCIL: June 29 2010
PASSED

Attest:


 City Clerk

APPROVED:


 Mayor



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
WWW.CI.HAVERHILL.MA.US

June 11, 2010

City Council President Michael J. Hart
& Members of the City Council

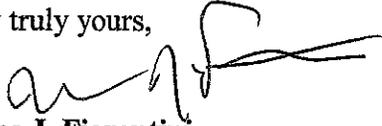
RE: AFSCME Group

Dear Mr. President and City Council Members:

Enclosed, please find the ordinance for the AFSCME Group as a result of their recent Memorandum of Agreement. Please place these on file for 2 weeks at which time I recommend approval.

Also enclosed is the Memorandum of Agreement which was presented to the Council on May 7th and was placed on file.

Very truly yours,


James J. Fiorentini
Mayor

JJF/lk

Encl.



DOCUMENT 8-D

Backup reference

CITY OF HAVERHILL

In Municipal Council August 28 2007

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
WASTEWATER TREATMENT PLANT/AFSCME Local 939

BE IT ORDAINED by the City Council of the City of Haverhill that Document 51-L of 2005 is hereby amended as follows:

EFFECTIVE 7/1/2007 2.5%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
WWTP Electrician	\$19.76	\$21.03	\$22.31	\$23.26	\$24.35	\$25.50
Senior WWTP Operator	\$19.76	\$21.03	\$22.31	\$23.26	\$24.35	\$25.50
Senior Maintenance Mechanic	\$19.76	\$21.03	\$22.31	\$23.26	\$24.35	\$25.50
WWTP Operator	\$16.88	\$17.85	\$18.84	\$19.57	\$20.63	\$21.56
WWTP Operator-Trainee	\$13.52	\$14.02	\$14.92	\$15.95	\$16.76	
Lab Technician	\$16.88	\$17.85	\$18.84	\$19.57	\$20.63	\$21.56
Maintenance Mechanic	\$17.31	\$18.43	\$19.56	\$20.63	\$21.73	
Mobil Equipment Operator	\$13.30	\$13.91	\$14.39	\$15.45	\$16.17	
WWTP Storekeeper	\$16.60	\$17.13	\$17.63	\$18.68	\$19.37	
Maintenance Mechanic Helper	\$15.21	\$16.10	\$17.13	\$18.19	\$19.18	
Senior Collection Operator*	\$18.84	\$20.03	\$21.24	\$22.14	\$23.20	\$24.29
Collection Operator	\$16.88	\$17.85	\$18.84	\$19.57	\$20.63	\$21.56
Collection Operator/C.B. Cleaner	\$16.88	\$17.85	\$18.84	\$19.57	\$20.63	\$21.56
WWTP MEO-Cust./Laborer	\$13.30	\$13.91	\$14.39	\$15.45	\$16.17	

Approved as to legality:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk

IN CITY COUNCIL: September 11 2007

PASSED

Attest:

City Clerk

APPROVED:

Mayor

City Council

John A. Michitson

President

Robert H. Scatamacchia

Vice President

Melinda E. Barrett

William J. Macek

William H. Ryan

Thomas J. Sullivan

Mary Ellen Daly O'Brien

Michael S. McGonagle

Colin F. LePage



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CITY OF HAVERHILL
Haverhill, Massachusetts 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
9-T	Communication from Councillor Sullivan requesting a discussion regarding a comprehensive improvement and restoration plan for Winnekenni Park & Plug Pond Recreation area	NRPP	3/26/13
83	Petition from Lap Nguyen requesting to purchase City property; a dead-end section of Worcester St., Map 534, Block 16, Lot 29	NRPP	8/6/13
51-B	Order: That the City Council of the City of Haverhill accept the provisions of Ch. 188, Section 19, of the Acts of 2010 which would increase the cost of living adjustment base of \$1,000 increments each for FY14, FY15, FY16 such that any cost of living adjustment granted by the Haverhill Retirement Board will be based upon \$13,000 for FY14, \$14,000 for FY15 and \$15,000 for FY16	Administration & Finance	9/10/13
57-S	Communication from Councillor Daly O'Brien wishing to introduce Dave LaBrode to discuss public signage	NRPP	9/10/13
57-Z	Communication from Councillor Sullivan requesting to discuss parking ordinances on Hillside Place and Hillside Street. (Public parking lot, Map 516, Bl. 303, Lot 4A, referred to NRPP)	NRPP	10/8/13
102	Communication from Councillor Macek requesting to discuss the Taxicab and Buses Ordinance	Administration & Finance	10/15/13
102-H	Communication from Councillor Macek requesting to propose the establishment of an Adult and Senior Fitness Park	NRPP	10/29/13
84	Ordinance re: Zoning, Amend City Code, Ch. 255, Table of Use & Parking Regulations Page 8; to allow Medical Marijuana Dispensary/Treatment centers to be located only in our business parks	Planning & Dev.	11/19/13
15	Communication from Councillor LePage requesting a discussion regarding the Rules and Regulations of the City Council	Administration & Finance	1/14/14
	Central Business District Parking Map and Ordinances	Administration & Finances	1/28/14