



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, May 20, 2014 at 7:00 PM  
City Council Chambers, Room 202

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**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:**

6.1.1. Petition from Stephen J Doherty, Member, Magnum Partners LLC, requesting postponement of the hearing to *accept Magnavista & Perspective Drive as public ways* - as part of Magnavista subdivision; from June 17<sup>th</sup> 2014 to June 24<sup>th</sup> 2014 Attachment

6.1.2. Petition from Sven Amirian, President of Greater Haverhill Chamber of Commerce, and with the support of local sponsors is requesting to hold a *Memorial Day concert* on Sunday, May 25<sup>th</sup> from 12:00 pm to 2:00 pm at Washington Square in downtown Haverhill; and also requests any fees be waived Attachment

**6.2. Applications:**

6.2.1. Application from Front Office Events LLC requesting to hold "Color Me Rad 5K Race" event at Kimball Farm, 791 East Broadway, Saturday, May 31st, 8:00 am to 6:00 pm  
Has police approval with conditions Attachment



# CITY OF HAVERHILL CITY COUNCIL AGENDA

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**6.2.2. Applications for Handicap Parking Signs from:**

1. Delchett Inniss Asemota at 98 Temple st #2
2. David Hanscom at 21 Cedar st
3. Eugene Woodsum at 25 Auburn st

Attachments

**6.3. Annual License Renewals:**

**6.3.1.1. Hawker Peddlers License Renewals 2014:**

No Schedule

**6.3.1.2. Coin-Op License Renewals 2014:**

No Schedule

**6.3.1.3. Sunday Coin-Op License Renewals 2014:**

No Schedule

**6.3.1.4. Drainlayer Renewals 2014:**

No Schedule

**7. Hearings and Related Orders:**

No Schedule

**8. MOTIONS and ORDERS**

8.1. Order – Authorize Mayor to execute a five year rental agreement with M.F. Swimming for rental and use of the *Charles C White Pool* at Haverhill High School on behalf of the School Committee.

Attachment

8.2. Order – Appropriate \$74,976.88 and transfer from the Insurance Reimbursement Exceeding \$20,000 to School Capital Project -- FY14 Water Loss Bradford Elementary School

Attachment

**8.3. Ordinances (File 10 Days)**

No Schedule



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## 9. Unfinished Business of preceding Meetings

9.1.1.1. Document 51, Ordinance re: Peddling & Soliciting, Amend Article III, Ice Cream Vendors of Chapter 191 of City Code re: Licensing of Vendors  
*filed May 7 2014*

9.1.1.2. Document 105-A/2013, Order - Demolish building at 2 Tyler av; Assessor's Map 515, Block 2989, Lot 4  
*continued from May 13 2014*

Attachment

Attachment

9.1.2. Document 105-E/2013, Order - Demolish building at 18 Warren st; Assessor's Map 619, Block 525, Lot 11  
*continued from May 13 2014*

Attachment

9.1.3. Document 105-B/2013, Order - Demolish building at 36 School st; Assessor's Map 400, Block 5, Lot 4  
*continued from April 29 2014*

Related communication from Attorney James P Cleary III

Attachment

## 10. Communications and Reports from City Officers and Employees

### 10.1. Monthly Reports:

No Schedule

### 10.2. Communications from Councillors:

10.2.1. Communication from Councillor McGonagle requesting a No Parking sign in front of 145 Essex st

Attachment

### 10.3. Communications from City Employees:

No Schedule

Attachments



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**Tuesday, May 20, 2014 at 7:00 PM  
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## **11. Resolutions, Proclamations & Home Rule Petitions**

- 11.1. HOME RULE PETITION – An Act Authorizing that the Position of Deputy Police Chief in the City of Haverhill be removed from Civil Service

Attachment

## **12. Council Committee Reports and Announcements**

- 12.1. Council Committee Reports

No Schedule

- 12.1.1. Documents referred to Committee Study

No Schedule

## **13. Adjourn**

Magnum Partners, LLC  
10 George Street  
Lowell, MA 01852  
978-452-5732

*C. J. J.*

May 15, 2014

Haverhill City Council  
4 Summer Street – Room 118  
Haverhill, MA 01830

Re: Magnum Partners, LLC  
Street Acceptance & Bond Release

Dear Mr. Michitson,

We are scheduled for a hearing with the city council on June 17, 2014 in reference to street acceptance for Magnavista and Perspective Drive. We would like request postponement of our hearing until June 24, 2014.

Sincerely,  
  
MEMBER  
Stephen J. Doherty, Member  
Magnum Partners, LLC

Cc: William Pillsbury, Planning & Development  
Nels A. Palm

MAGNUM PARTNERS, LLC  
10 GEROGE STREET  
LOWELL, MA 01852  
978-452-5732

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FACSIMILE TRANSMITTAL SHEET

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TO: Maria Elisa

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5/15/14

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FAX NUMBER: 978-373-8490 TOTAL NO. OF PAGES INCLUDING COVER: 2

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SENDER'S REFERENCE NUMBER:

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RE: YOUR REFERENCE NUMBER:

Postponement of city council hearing –  
Magnavista/Perspective Drive street  
acceptance.

- 
- 
- URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE
- 
-

43

Hearing June 17 2014

MAGNUM PARTNERS, LLC  
10 GEORGE STREET, SUITE 210  
LOWELL, MASSACHUSETTS 01852  
(978) 452-5732  
Facsimile: (978) 453-8887

(get 2  
sheet  
orders  
engineer)

March 31, 2014

John J. Michitson, President  
Haverhill City Council  
4 Summer Street – Room 118  
Haverhill, Massachusetts 01831

RE: Magnum Partners, LLC  
Street Acceptance

Dear Mr. Michitson,

We hereby request the City of Haverhill to accept the following streets and roadways located at our Magnavista subdivision:

Perspective Drive  
Magnavista Drive

We waive the sixty-five (65) day hearing requirement.

Thank you.

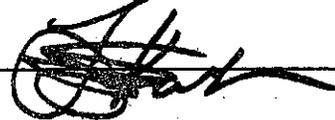
Very truly yours,  
Magnum Partners, LLC

  
John H. Pearson, Jr.  
Manager

IN CITY COUNCIL: April 8 2014  
REFER TO PLANNING BOARD and  
VOTED: that COUNCIL HEARING BE HELD JUNE 17 2014

JHP, Jr:if  
Cc: Stephen J. Doherty  
Nels A. Palm  
William Pillsbury , Planning & Development  
John Pettis, Engineering

Attest:

 City Clerk



CITY OF HAVERHILL  
MASSACHUSETTS 01830

PLANNING BOARD

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

May 15, 2014

City Council President John A. Mitchison  
& City Councilors  
City of Haverhill

**RE: Petition to Accept Magnavista & Perspective Drive as a public way  
Owner/Applicant, Magnum Partners LLC**

Members Present: Bill Evans, Karen Buckley, April DerBoghossian, Kenneth Cram,  
Jack Everette, Bob Driscoll and Paul B. Howard

Members Absent: Krystine Hetel and Timothy Connors

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

Dear City Council President & City Councilors:

The Haverhill Planning Board at its meeting held on 5/14/14, Wednesday Evening, at 7:00 p.m. in Room 202, Haverhill City Hall regarding the above-cited petition to accept Magnavista & Perspective Drives as a public ways. Member Jack Everette read the rules for a public hearing. The audience was made aware that they could leave their name and address with the clerk in case of an appeal at the end of this hearing, and if an appeal was taken the department would notify them. Chairman Paul B. Howard chaired the meeting and turned the hearing over to the planning director for his comments.

Planning Director William Pillsbury explained that the developer has a couple of items that have to be resolved relative to street acceptance for Magnavista and Perspective Drives and those will be worked on during the next month. The applicant will request an extension from the city council to a later date as well to get that accomplished. Based that the director recommended that they postpone the hearing to the June 11th Planning Board meeting that will be held at 7:00. P.M. in Room 202.

Chairman Paul Howard asked for a motion on this agenda item.

**Street Acceptance for Magnavista & Perspective Drives  
W/ the Whittier Estates Development  
5/14/14 Planning Board Meeting**

**MOTION**

After board consideration, Member Bob Driscoll motioned to table this matter to the June 11, 2014 Planning Board Meeting held at 7:00 p.m. in Room 202. Member Karen Buckley seconded the motion. Members Bill Evans, Karen Buckley, April DerBoghossian, Ken Cram, Jack Everette, Bob Driscoll and Paul B. Howard all voted in favor. Members absent were Timothy Connors and Krystine Hetel. Motion passed.

Signed,

  
Paul B. Howard  
Chairman 

Cc: Street Acceptance File Magnavista & Perspective Drives  
Mayor James Fiorentini  
City Council (copy)  
City Clerk (original)  
John Pettis III, City Engineer  
William Cox, City Solicitor  
City Departments  
Steve Doherty ([dcdevelopment@hotmail.com](mailto:dcdevelopment@hotmail.com))  
Nels Palm ([palm3168@aol.com](mailto:palm3168@aol.com))  
John H. Pearson, Magnum Partners LLC, 10 George Street, Lowell, MA 01852  
*Conservation*



6.1.2

Creative Haverhill at The Greater Haverhill Chamber of Commerce, and with the support of local sponsors, would like to hold a Memorial Day concert on Sunday, May 25<sup>th</sup> from 12:00pm-2:00pm at Washington Square in downtown Haverhill, MA. The event will feature the Patriot Brass ensemble, a 6-piece brass band made up of talented musicians from the Greater Boston area.

The mission of the Patriot Brass Ensemble is to improve the quality of life for Veterans and Military Families through musical programs and services. At the core of their values is the belief that every member of the military deserves the best music, without prejudice, and with passion and integrity. All proceeds collected at their events go towards musical programs and services for veterans.

The Memorial Day concert is a free event that is open to the public. All ages are welcomed and encouraged to attend.

The Greater Haverhill Chamber of Commerce Community Arts and Education Foundation would like to request a permit to hold this small concert in Washington Square on Sunday, May 25<sup>th</sup> from 12-2pm. We are also requesting a waiving of the fees.

Sven Amiran  
President



City of Haverhill  
Application for Permit

6.2.1

Name of Organization	Front Office Events LLC		
Address of Organization	12 South Hunt Rd Amesbury MA 01813		
Requesting Permit for (List Type of event)	Color Me Rad 5K race	Date & Time	5-31-14 8am-6pm
Location of Event	Kimball Farm 791 E. Broadway Haverhill		
Authorized or Contact Person	Meredith Robinson	Telephone/Cell #/Pager # (Indicate if pager)	603-672-1899 cell

*(To be completed for use of City Property/Outdoor Activity and other Special Events)*

Approval of Fire Chief (Where applicable)			
Approval of the Recreational Director Required for all recreational facilities	Signature	Date	Comments/Restrictions
Approval of the Chief of Police <sup>do</sup> Required for all OUTDOOR EVENTS I.e.: Parades/Carnivals/Community Events	<u>[Signature]</u> Signature	5-9-14 Date	POLICE DETAIL OFFICERS TO BE DETERMINED BY HPD

**General Release & Indemnity Agreement**

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts, dues, claims and demands both in law and equity, more especially any and all claims as a result of the issuance of this permit and or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

X  
Signature of Authorized Agent of Organization: M Fowler Date: 3/27/14  
Signature Witnessed by: M Robinson Date: 3-27-14

City Council will hear request for application on: \_\_\_\_\_  
Applicant must attend Yes [ ] No [ ] (date) (time)

**Office Use**

**Permit**

Permit approved on: \_\_\_\_\_ Proof of Insurance \_\_\_\_\_ # Detail Officers \_\_\_\_\_  
Policy Number/Exp. Date \_\_\_\_\_

Attendance Limited to: \_\_\_\_\_ Other Restrictions/requirements: \_\_\_\_\_

Signed: \_\_\_\_\_ City Clerk Issued on: \_\_\_\_\_ Seal

**MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY**

40 Wentz Avenue, Branchville, NC 27507

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

**POLICY NUMBER:** 300050025001132

**1. NAMED INSURED:** JUDY KIMBALL FARM LLC

**DBA:**

**2. LIMITS OF INSURANCE - INSURANCE APPLIES ONLY FOR COVERAGE PERMITTED BY THIS POLICY. INSURANCE IS SHOWN:**

General Aggregate Limit (Other than Products/Completed Operations)

Products/Completed Operations Aggregate Limit

Each Occurrence Limit

Personal & Advertising Injury Limit

Damage to Premises Rented to You Limit (any one person)

Medical Expense Limit (any one person)

**3. CLASS**      **PREMIUM BASIS**      **CLASSIFICATION**      **TERMINATION**

CLASS      PREMIUM BASIS      CLASSIFICATION

**Location:** 780 W. 10th Street, Branchville, NC 27507

**Address:** 780 W. 10th Street, Branchville, NC 27507



# COLOR ME RAD 5K

## Race Information Packet

### RACE DIRECTOR

Trevor White

3690 E Fort Union Blvd, #101

Salt Lake City, UT 84121

[trevor@colormerad.com](mailto:trevor@colormerad.com)

[www.colormerad.com](http://www.colormerad.com)

Cell: 801.624.9236



## RACE OVERVIEW

Color Me Rad is a 5k (3.1 mile) running event with the sole purpose of helping people smile. The event is not competitive and not timed. All types of participants are welcome from moms pushing strollers to grandmas power walking to veteran racers. The race fee for participants is \$35-\$55, depending on the date; spectators may attend at no cost.

The uniqueness of our event comes from the fact that at every kilometer (0.62 miles) we have "color stations" where volunteers throw colored cornstarch on the participants, turning them into lovely, colorful running works of art. We'll finish off the race with a final color throw at the finish line. The colored cornstarch is non-toxic and washes off with brooms and water (ingredients are listed in "colored cornstarch information" section). We hire at least 2 street sweepers for final clean up of the roads and we are absolutely committed to leaving the premises spotless, whatever the cost.

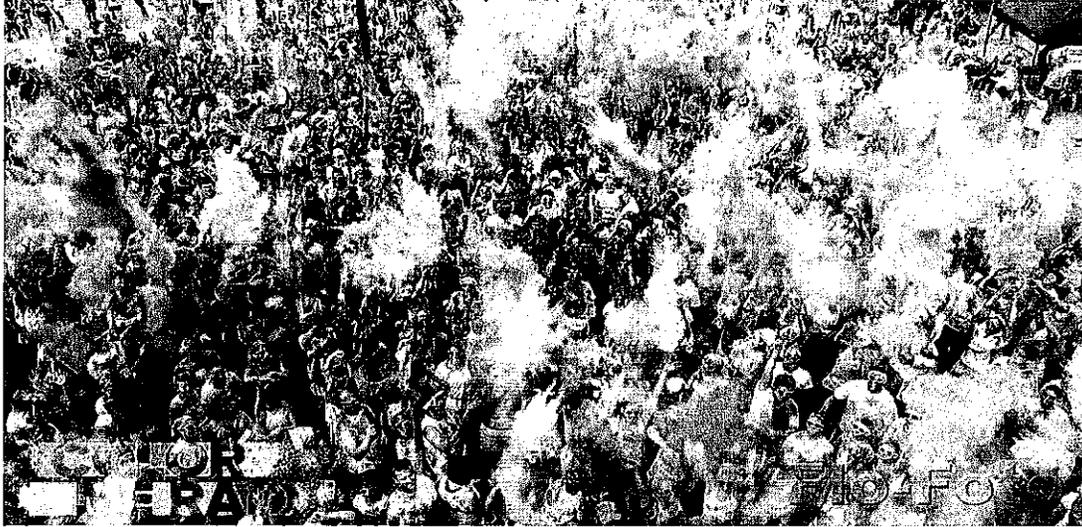


Five (5) color stations along the course consist of eight (8) 15' tall teardrop flags, four (4) on each side of the road, trash containers, 1 boom box, and twelve (12) volunteers to throw and clean color at each station. Three (3) of these color stations will be "powder color"- dry corn starch thrown by hand and hauled in boxes or 5-gallon buckets. The other two (2) color stations on the course will be in liquid form. Cornstarch is simply mixed with water and volunteers mist runners with hose attachments connected to a 500 gallon water trailer. One water station will be set up half-way through the course. Water stations typically consist of 3 tables, 8 oz water bottles, trash containers, and volunteers. Volunteers will clean up bottles after runners have discarded.



The finish line celebration will include an MC controlling music and announcements. He/she will also lead the crowd in a "color throw" every 10-15 minutes. All participants will be given a bag of color to throw during the color throw. The MC will stand on a scissor lift or a stage, thus making it easier to throw color and to save on space. There will **not** be a beer garden at the finish; we will hand out water, and color for the color throw at the finish line. We will also be selling merchandise (shirts, accessories, extra color) at the finish line.

Other than the traffic control, color stations, and single water station, we will not set up anything else (toilets, arches, etc) along the course. The start and finish will contain most of the equipment.



### **PARTICIPANTS**

We anticipate 5,000 – 7,000 participants and 150 volunteers

### **RACE SCHEDULE (example)**

- 5:00 – 9:00 am Setup Begins  
9:00 – 10:00 am Begin race. Start runners in waves of 800-1,000 runners every 5 minutes.  
9:30 - 11:30 am Finish Line Color Celebration  
10:00 – 11:30 am Clean up commences along course behind last runner. Volunteers at Color Stations tear down color stations and begin sweeping color. Street sweepers begin cleaning course.  
11:30 am – 5:00 pm Clean up at Finish Line. Wrap up cleaning of any streets/trails.

### **CHARITABLE CONTRIBUTION**

We are committed to giving back to the community, and will work closely with a local charity in order to raise funds for its good cause. We typically work with local YMCAs or Special Olympics, but if the venue or city we are working with requests a different non-profit, we are more than willing to work with them.

### **INSURANCE**

Color Me Rad is insured through Francis Dean and can provide insurance of \$1 million per occurrence and \$3 million per aggregate. (Can be adjusted to meet the venue's needs).



### **MEDICAL PLAN**

We plan on hiring 3 EMTs and at least 1 emergency vehicle to have on site at the finish line. All medical personnel will be provided with race director's direct cell phone number.

## COLORED CORN STARCH INFORMATION

### Ingredients:

Corn Starch  
FD&C Colors  
D&C Colors

### Certificates:

U.S. FDA Registration Certificate (21 CFR part 74)  
Kosher Certified

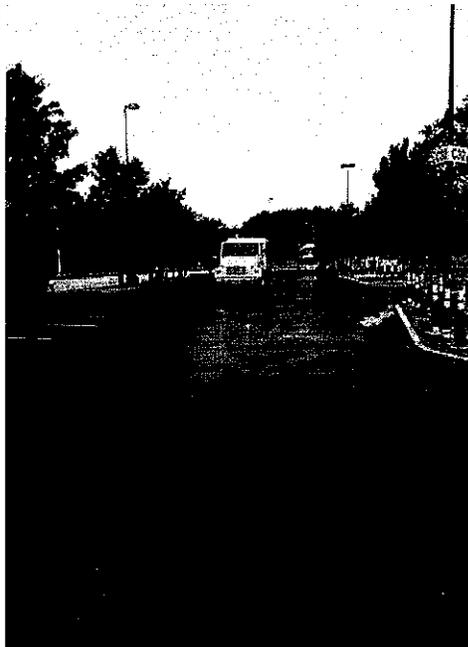
### Characteristics:

Approved for use in foods, cosmetics and/or drugs  
Non hazardous, 29 CFR 1910-1200  
Non toxic  
Edible  
Non irritating to skin  
Odorless  
Solid, fine amorphous powder



Rad Colors are a combination of Food Grade Colors and other Food ingredients. The entire product is Food Grade but not recommended for consumption. The Food Grade Colors themselves are produced by dyeing a pigment substrate (such as aluminum, calcium or barium) with an FD&C or D&C Dye. They are insoluble colors (In most solvents, including water) that provide color by dispersion, not dissolving. This means that on a microscopic level water molecules and color particles flow freely from each other unbound. This means that the color is not permanent. Sometime it appears that lake colors die clothing when applied, however, this is not the case, microscopic color particles are simply trapped in the linen fibers and need help getting out.

## CLEAN UP



Clean up process is as follows.  
Immediately following the event, volunteers and staff will sweep the bulk of the color. Next, street sweepers come in to do a dry sweep of the color. Then high-pressure water will be used to lift the remaining color and the street sweeper will then vacuum the water and color that is left.

*\*Race is occurring on Kumballe Farm Land, NOT on roads*

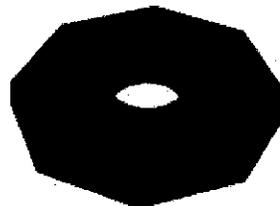
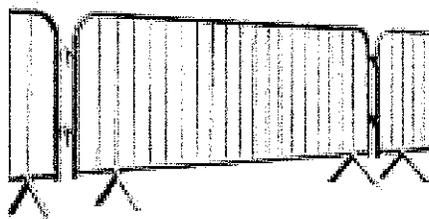
## FINISH LINE- BEFORE EQUIPMENT & RENTALS

Color Me Rad owns and will bring the following:

- ☒ 1 Box Truck
- ☒ 2 Arches (33' wide, 19' high)
- ☒ 80 15' Tear-drop Flags and stands
- ☒ 12 Tables
- ☒ 24 Chairs
- ☒ 40 Brooms
- ☒ 20 Dustpans
- ☒ 2 Leaf Blowers
- ☒ 40 backpack sprayers for liquid color stations
- ☒ 6 55 gallon trashcans filled with water for liquid color stations
- ☒ 8 55 gallon trashcans with lids for arches (unless we can stake into ground)
- ☒ 8 55 gallon trashcans for trash
- ☒ 3 Generators
- ☒ Banners for bicycle fencing

We will rent/hire: (If your venue can provide any of the following please let us know)

- ☒ 40-60 portable restrooms at start/finish line, with 1-4 ADA restrooms
- ☒ PA System
- ☒ 2 20x60 tents with walls
- ☒ 1 20x20 tent with walls
- ☒ 1 scissor lift (model JLG 40RTS or something with a LARGE platform)
- ☒ 1 stage- 32 x 16, 4 feet high, one set of stairs, railing along 3 sides
- ☒ 1 Box truck with lift gate
- ☒ 600 feet of pedestrian/bike fencing (pedestrian barriers) \*SEE IMAGE BELOW
- ☒ 100 cones with bases(candlestick or vertical panels)
- ☒ 80 additional cone bases (to weigh down tear-drop flags) \*SEE IMAGE BELOW
- ☒ 60 yards of dumpster (short dumpsters are preferred)
- ☒ 1 Forklift
- ☒ 2 Gators
- ☒ 2 500 gallon water trailers
- ☒ 30-60 stanchions
- ☒ 16oz water bottles for finish line (1.1 per participant)
- ☒ 8oz water bottles for water station (1 per participant)
- ☒ Street Sweepers
- ☒ Parking personnel
- ☒ EMTs at finish line
- ☒ Police



**Pedestrian/Bike Fencing**

**Cone Bases**



# CERTIFICATE OF LIABILITY INSURANCE

AMESB04

OP ID: AB

DATE (MM/DD/YYYY)

03/14/14

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

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

<b>PRODUCER</b> Chase & Lunt LLC 65 Parker Street Newburyport, MA 01950 Mark D. Bailey	978-462-4434 978-465-6204	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Amesbury Sports Park Event Partners, LLC dba 12 South Hunt Road Amesbury, MA 01913	<b>INSURER A: Markel Insurance Company</b>		
	<b>INSURER B: U.S. Fire Insurance Co.</b>		
	<b>INSURER C: AIM Mutual Ins Co.</b>		
	<b>INSURER D: Arbella Insurance Co.</b>		41360
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		SRPGPM1010413	12/01/13	12/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		1020020635	07/31/13	07/31/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		XONJ567313	12/01/13	12/01/14	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	AWC7025341012013	12/01/13	12/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>Eastern Propane</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>James J. Nowlett III</i>

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Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

IL 71 25  
(Ed. 03 11)

### NAMED INSURED ENDORSEMENT

It is agreed that the Named Insured shown in the Declarations is amended to read as follows:

EVENT PARTNERS, LLC  
DBA AMESBURY SPORTS PARK  
AMESBURY LAND ASSOCIATES, INC.  
FRONT OFFICE EVENTS, LLC

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

\*NEW   
\*RENEWAL

DATE OF REQUEST 3/24/14 DATE OF APPROVAL \_\_\_\_\_

NAME: DEIche H Inniss Asemota

ADDRESS: 98 Temple st #2 HAVERHILL MA 01832

TELEPHONE #: 9786419842

VEHICLE TYPE: 2008 Jeep Cherokee Lander

PLATE #: 254 HL9

Do you currently have off street parking at your residence?  Yes  No  
If yes, why is there a need for a handicap parking sign? \_\_\_\_\_

Did you have a handicap parking sign at a previous address?  Yes  No  
If yes, location? \_\_\_\_\_

x D. Inniss Asemota  
Applicant Signature

- Please include a copy of your current handicap placard or handicap registration, along with this application.

Approve  Denied  
[Signature]

Reason for denial

Chief of Police Signature  
 Approve  Denied

Reason for denial

City Council Approval

Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

6.2.2  
1

**P98059341**

**Expires:**

**05-22-15**

**Disabled Persons  
Parking Identification Placard**



INNIS

DELCHETT

A

**Commonwealth of  
Massachusetts**



To: Chief DeNaro  
From: Officer Edward Watson  
RE: Handicap-Parking 98 Temple Street  
Date: 5-11-2014

I have spoken with Delchett Asemota about her handicap parking request at 98 Temple Street. Delchett Asemota walks with a cane and has arthritis in both knees and ankles. She is unable to walk too far without stopping to rest. Neighbors park at her front entrance making it difficult for her to park and get to the house. She is unable to negotiate the rear entrance of the house. A handicap parking spot near her front entrance would be a great help. I support this request. Delchett Asemota has the proper Department of Transportation documents.



Officer Edward H. Watson #30  
Traffic and Safety

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

\*NEW   
\*RENEWAL

DATE OF REQUEST 5-10-2014 DATE OF APPROVAL \_\_\_\_\_

NAME: DAVID HANSCOM

ADDRESS: 21 CEDAR ST HAVERHILL

TELEPHONE #: 978-476-0714

VEHICLE TYPE: TOYOTA COROLA

PLATE #: NE 48DN

Do you currently have off street parking at your residence?  Yes  No

If yes, why is there a need for a handicap parking sign? \_\_\_\_\_

622  
2

Did you have a handicap parking sign at a previous address?  Yes  No

If yes, location? \_\_\_\_\_

x   
Applicant Signature

- Please include a copy of your current handicap placard or handicap registration, along with this application.

Approve  Denied

Reason for denial

  
Chief of Police Signature

Approve  Denied

Reason for denial

City Council Approval

Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

To: Chief Denaro  
From: Officer Edward Watson  
RE: Handicap-Parking 21 Cedar Street  
Date: 5-16-2014

I have spoken with David Hanscom of 21 Cedar Street about his handicap parking request. David is unable to walk very far do a blood disease. He also has had a stroke, difficulty breathing and heart surgery. Neighbors at times park in front of his house forcing him to walk a distance that is difficult for him. A handicap-parking spot at his front entrance would be a great help. The landlord supports this request. I also support this request. David Hanscom has sup plied the proper Department of Transportation documents.

A handwritten signature in black ink, appearing to read "Officer Edward H. Watson #30". The signature is stylized and cursive.

Officer Edward H. Watson #30  
Traffic and Safety

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

6.2.2  
3

\*NEW   
\*RENEWAL

DATE OF REQUEST 3-12-2014 DATE OF APPROVAL \_\_\_\_\_

NAME: EUGENE WOODSUM

ADDRESS: 25 AUBURN ST HAVERHILL MA 01830

TELEPHONE #: 978-373-9766

VEHICLE TYPE: LUMINA 1998

PLATE #: 2B23 MR

Do you currently have off street parking at your residence?  Yes  No

If yes, why is there a need for a handicap parking sign? \_\_\_\_\_

Did you have a handicap parking sign at a previous address?  Yes  No

If yes, location? \_\_\_\_\_

x Eugene Woodsum  
Applicant Signature

• Please include a copy of your current handicap placard or handicap registration, along with this application.

Approve  Denied

Reason for denial \_\_\_\_\_

[Signature]  
Chief of Police Signature

Approve  Denied

Reason for denial \_\_\_\_\_

City Council Approval \_\_\_\_\_

Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

**P02549194**

**Expires:**

**09-12-17**

**Disabled Persons  
Parking Identification Placard**



WOODSUM

EUGENE

F

**Commonwealth of  
Massachusetts**



To: Chief DeNaro  
From: Officer Edward Watson  
RE: Handicap-Parking 25 Auburn Street  
Date: 5-11-2014

I met with Eugene Woodsum about his handicap-parking request at 25 Auburn Street. Mr. Woodsum has COPD and emphazima and used a portable oxygen tank when he leaves the house. Mr. Woodsum also walks with a cane. He is unable to use the rear entrance as he is unable to negotiate the small stairs with his cane and dragging his oxygen tank. Mr. Woodsum used the front entrance and at times neighbors block his entry. A handicap parking spot at his front entrance would be a great help. I support this request. Mr. Woodsum has supplied the proper Department of Transportation documents.

A handwritten signature in black ink, appearing to read "Off. E. H. Watson #30". The signature is written in a cursive style and is positioned above a horizontal line.

Officer Edward H. Watson #30  
Traffic and Safety



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

8.1

ORDERED:

That the Mayor is authorized to execute a five year rental agreement with M.F. Swimming for rental and use of the Charles C. White pool at Haverhill High School on behalf of School Committee. A copy of which is attached and incorporated herein.



**City Of Haverhill  
Lease Agreement**

**Pool Rental  
RFP026.14**

This Lease Agreement ("Lease") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2014, by and between the Haverhill Public Schools ("Landlord") with a usual place of business at 4 Summer Street, Haverhill, Massachusetts and M.F. Swimming, LLC, ("Tenant") with its business office at 149 Main Street, Plaistow, NH 03865. Landlord is the owner of land commonly known as the Charles C. White Pool at Haverhill High School. Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed:

1. **Term.**  
Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord for a "Five Year Term". The lease will begin on July 1, 2014 and end on June 30, 2019.
2. **Rent.**  
A. Tenant shall pay to Landlord \$377,500.00 during the Term of the Lease. Fees: The Hourly Rental Fee and the Annual Custodial Fee shall be firm for the first three (3) years of the Lease Agreement. The Hourly Rental Fee will increase by five (5) percent for the final two (2) years of the Lease.  
Tenant shall pay to Landlord an annual fee of \$75,500.00 as outlined below.

Rental Option	Rental Hours	Hourly Rental	Total Annual Rent
Monday through Friday: A four (4) hour time block from 4:30pm - 8:30pm for 245 days.	980	\$55.00	\$53,900.00
Saturdays: A four (4) hour time block for 40 Saturdays.	160	\$55.00	\$8,800.00
Sundays: A four (4) hour time block for 40 Sundays.	160	\$55.00	\$8,800.00
Annual Custodial Fee			\$4,000.00
<b>Total Annual Fee</b>			<b>\$75,500.00</b>

Rent shall be paid quarterly in the amount of \$18,875.00 on the third Friday on the following Months: September 2014, December 2014, March 2015, June 2015, September 2015, December 2015, March 2016, June 2016, September 2016, December 2016, March 2017, June 2017, September 2017, December 2017, March 2018, June 2018, September 2018, December 2018, March 2019 and June 2019. Rent checks are payable to the Haverhill Public Schools, 4 Summer Street, Haverhill, MA 01830 to the attention of the Assistant Superintendent for Finance and Operations.

**3. Rental Periods and Restrictions:**

The Tenant will have access to the Leased Premises on the following time periods:

- B. A four (4) hour time block from 4:30pm - 8:30pm Monday through Friday (245 days). Renter will receive eight (8) free meet dates during the year not including custodial fees for the day.
- C. A four (4) hour time block on Saturdays (40 Saturdays). It does not include December 24<sup>th</sup> or December 31<sup>st</sup>. The Tenant must relinquish their time if an all day swim meet is to be held and the day to be made up later in the year. The Tenant may provide public lessons and public swim time at their expense with all proceeds going to the Tenant.
- D. A four (4) hour time block on Sundays (40 Sundays). It does not include December 24<sup>th</sup> or December 31<sup>st</sup>. The Tenant must relinquish their time if an all day swim meet is to be held and the day to be made up later in the year. The Tenant may provide public lessons and public swim time at their expense with all proceeds going to the Tenant. The Tenant will pay for custodial services on weekends.

All dates and times are prearranged with the Athletic Director.

**4. Terms of Use**

- A. The Space shall be used solely to operate a swimming program. There shall be no overnight component of this permitted use. The Tenant shall continuously use and occupy the premises only for the purpose stated and no other purpose whatsoever
- B. The Pool Director shall be contacted at least two (2) weeks in advance concerning proper arrangements prior to use of the pool.
- C. The Tenant shall be responsible for proper care, conduct, and discipline.
- D. This contract is limited to use as stipulated, according to the Pool Regulations.
- E. The Tenant as well as visiting groups shall not use the equipment in the pool area, which is the property of the Haverhill School Department, unless the express permission of the Pool Director has been given and the specific equipment to be used is expressly stated.
- F. The use of the Pool Offices shall not be permitted without the express permission of the Pool Director.
- G. The telephone in the Pool Office shall be used for emergency purposes only.
- H. The sale of tickets for the Pool shall be limited to 250, as stipulated on the State Building Inspection Certificate.
- I. All rental dates are weather permitting, with possible postponements due to unforeseeable circumstances. Make up rental times, due to down time, are to take place during school vacation times or other arranged times.
- J. Should a conflict arise between a school function (Swim Meets during the week) and use of school facilities by outside parties on weekends, the Tenant will have to relinquish their time and if possible the time will be made up that day or during the weekend or school vacations.
- K. The Charles C. White Pool provides all custodial services during the week.
- L. The Tenant will pay the Landlord an annual weekend custodial fee of \$4,000.00.
- M. Any individual, firm, or corporation renting the Charles C. White swimming pool shall be responsible for any and all injuries to any person or persons using the said swimming pool under his or its agreement to use said pool, and said individual, firm or corporation shall save the City of Haverhill and the School Committee harmless from any and all injuries to persons or property of said person using the swimming pool. In the event that the Haverhill School System or the City of Haverhill shall be called upon to pay for any such injuries, the individual, firm, or corporation hiring said pool shall indemnify the City of Haverhill for any losses paid by the City.
- N. The Tenant will provide a certified lifeguard for all practices and meets. All paper work for life guard's certification must be on file with the athletic director.
- O. All participants and spectators follow renter will provide locker room supervision, insure the safety and that all pool rules.

**5. Condition of Premises: Repairs & Maintenance**

- a. Condition
- b. Tenant accepts the leased premises in the condition in which they are on the date of the commencement of the term hereof, acknowledging that it has inspected the leased premises. The Landlord has made and the Tenant has relied on no representations or warranties, express or implied, as to the condition of or the rentability for a particular use of the leased premises, except as may be set forth herein.
- c. Cleanliness
- d. Tenant shall keep the sidewalks, entrances, passageways and area adjoining the leased premises in a clean and orderly condition, free from rubbish, obstructions, snow and ice during months of business operation.

**6. Alterations.**

No alterations of the premises are allowed unless approved by the Landlord. Any such approval of alterations by the Landlord is contingent upon appropriate approval from Building Inspector and other department with jurisdiction over same. Any alterations made without approval will be restored at the sole expense of the Tenant at the request of the Landlord.

**7. Inspections**

Landlord shall have access to premises during the term for purposes of enforcing the lease agreement and any other pertinent statute, code or ordinance.

**8. Insurance**

- A. If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of tenant or any of tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair.
- B. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property located in the Leased Premises.  
The Tenant shall be responsible for any and all injuries to any person or persons using the said swimming pool under this agreement to use said pool, and the Tenant shall save the City of Haverhill and Haverhill Public Schools harmless from any and all injuries to persons or property of said person using the swimming pool. In the event that the Haverhill Public Schools or the City of Haverhill shall be called upon to pay for any such injuries, the individual, firm, or corporation hiring said pool shall indemnify the City of Haverhill for any losses paid by the City.
- C. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the activities that take place on the Leased Premises, with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord. Further, such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof, with Landlord listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance. Tenant shall provide Landlord with current Certificates of Insurance naming the City of Haverhill and the Haverhill Public Schools as an additional Insured. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises of the Building.

**9. Indemnification.**

The Tenant will be required to indemnify and hold harmless the City of Haverhill and the Haverhill Public Schools for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors (if any), or any others under his control or influence as necessary to complete the project. Such indemnification shall be liability and property damage insurance in amounts or at least three million dollars (\$3,000,000), same to include the City of Haverhill and the Haverhill Public Schools as an additionally named insured. In addition, the company hereby agrees, warrants and represents to the City that it will indemnify and insure against any and all damage caused by the Company to or against another co-locator tenant on the City property site

Tenant shall at all times relieve, indemnify, protect and save harmless the Landlord and each of its boards, officers and employees from any and all claims and liability of death of and injury to persons or damage to property that may arise from or be caused by the operation, maintenance or occupation of the aforesaid premises by the Tenant under the provisions of this Lease or by the negligence of the Tenant, its agents, officers or employees.

**10. Default**

If Tenant defaults in the payment of rent when due to Landlord as herein provided, and if said default continues for fifteen (15) days after written notice has been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**11. Termination of the Lease**

Notwithstanding any other provision of this lease, Landlord shall have the right to terminate the lease with sixty (60) days written notice, unless the Tenant is in breach of this lease, then only thirty (30) days notice shall be required before the Landlord may terminate the lease. If the Tenant shall close its business as stated in paragraph four, the lease shall revert back to the Landlord.

**12. Sublease and Assignment.**

Tenant shall not have the right without Landlord's consent, to assign this Lease, in whole or in part. Landlord may withhold consent for any reason or for no reason at all.

**13. Quiet Possession**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**14. Notice**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

To the Landlord:  
Haverhill Public School  
Superintendent of Schools  
4 Summer Street, Room 104  
Haverhill, Massachusetts 01830

To the Tenant:  
M.F. Swimming, LLC  
Matthew Forrest  
149 Main Street, Apt. B  
Plaistow, NH 03865

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**15. Waiver**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**16. Headings**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**17. Compliance with Law**

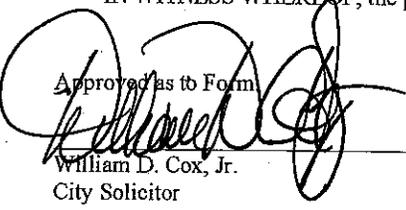
Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**18. Final Agreement**

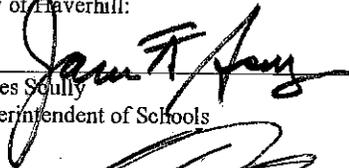
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written above.

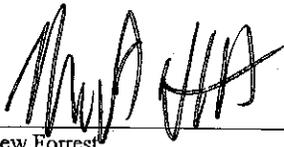
Approved as to Form

  
William D. Cox, Jr.  
City Solicitor

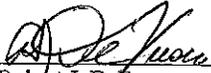
City of Haverhill:

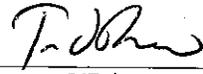
  
James Scully  
Superintendent of Schools

Witness:

  
Matthew Forrest  
M.F. Swimming, LLC

  
Shaun Toohey  
President, School Committee

  
Robert J. DeFusco  
Purchasing Director

  
Thomas O'Brien  
Athletic Director



DOCUMENT

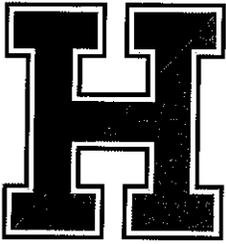
**CITY OF HAVERHILL**

In Municipal Council

8.2

ORDERED:

That the sum of **\$74,976.88** be appropriated and transferred from the Insurance Reimbursement Exceeding \$20,000 to School Capital Project – *FY14 Water Loss Bradford Elementary School*



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# Haverhill Public Schools

*Office of the Superintendent*

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May 6, 2014

On January 5, 2014 a sprinkler pipe burst in the Library Media Center at the Bradford Elementary School. There was substantial damage to the facility and its contents and an insurance claim was filed. Trident Insurance has issued two payments.

Information on the payments is listed below:

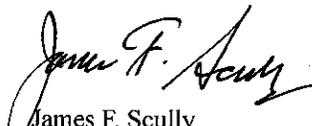
Check #: 10592  
Check date: 03/13/2014  
Amount: \$48,423.30  
Payee: City of Haverhill  
C/O James Page Insurance Agency Inc  
P.O. Box 111  
Haverhill, MA 01830  
Payment type: Property  
Comment: Water loss at Bradford Elementary - Building partial payment  
Invoice #: 1  
Invoice date: 03/13/2014  
Invoice amount: **\$48,423.30**

Check #: 10593  
Check date: 03/13/2014  
Amount: \$26,553.58  
Payee: City of Haverhill  
C/O James Page Insurance Agency Inc  
P.O. Box 111  
Haverhill, MA 01830  
Payment type: Property  
Comment: Water loss at Bradford Elementary - BPP partial payment  
Invoice #: 2  
Invoice date: 03/13/2014  
Invoice amount: **\$26,553.58**

We expect at least two more payments to cover the remaining cost of the damaged materials and the cost of replacing damaged carpeted areas.

We respectfully request that the two payments issued for a combined total of **\$74,976.88** be transferred to an account managed by the Haverhill Public Schools.

Sincerely,

  
James F. Scully  
Superintendent of Schools



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

May 16, 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 to transfer the amount of 74,976.88 from the Insurance Reimbursement Exceeding \$20,000 to School Capital Project for water loss at the Bradford Elementary School Library. Trident Insurance has issued two payments.

The Order is enclosed and I recommend approval.

Very truly yours,

James J. Fiorentini  
Mayor

JJF/ah

Encl.

9.1.1.1

51



**CITY OF HAVERHILL**

In Municipal Council May 6 2014

~~ADOPTED~~

**MUNICIPAL ORDINANCE**

**CHAPTER 191**

**AN ORDINANCE RELATING TO PEDDLING AND SOLICITING**

**BE IT ORDAINED** by the City Council of the City of Haverhill that Article III, Ice Cream Vendors of Chapter 191 of the Code of the City of Haverhill, as amended, being and is hereby further amended as follows:

**By adding the following at the end of §191-6. Licensing of Vendors:**

**“J. Any individual engaged in the sale of ice cream and related products from a vending truck must be listed on the application and shall submit a full set of fingerprints to the Haverhill Police Department for the purpose of conducting a state and national criminal history records check pursuant to M.G.L. c. 6, §168 and 172, and, 28 U.S.C. § 534 prior to the issuance of a license. The fee for this service shall be \$100 per person and shall be in addition to any fee charged for the license. \$30 of the fee shall be deposited into the Firearms Fingerprint Identity Verification Trust Fund pursuant to M.G.L. c. 29, §2LLL ”**

**and, by adding the following at the end of §191-7. Licensing of Vendors at Haverhill Municipal Stadium:**

**“H. Any individual engaged in the sale of ice cream and related products from a vending truck must be listed on the application and shall submit a full set of fingerprints to the Haverhill Police Department for the purpose of conducting a state and national criminal history records check pursuant to M.G.L. c. 6, §168 and 172, and, 28 U.S.C. § 534 prior to the issuance of a license. The fee for this service shall be \$100 per person and shall be in addition to any fee charged for the license. \$30 of the fee shall be deposited into the Firearms Fingerprint Identity Verification Trust Fund pursuant to M.G.L. c. 29, §2LLL ”**

**APPROVED AS TO LEGALITY:**

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

\_\_\_\_\_  
City Clerk



**HAVERHILL  
POLICE DEPARTMENT  
40 Bailey Blvd.  
Haverhill, Massachusetts 01830**

Alan R. DeNaro  
Chief of Police

TEL. (978) 722-1502  
FAX. (978) 373-3981

May 2, 2014

Ms. Linda Koutoulas  
Haverhill City Clerk  
4 Summer Street – Room 118  
Haverhill, MA 01830

Re: Letter of Support – Ice Cream Vendor Ordinance

Dear Ms. Koutoulas:

I am in support of the proposed Ice Cream Vendor Ordinance. For the continued safety of the children in our community I feel it is of vital importance for the vendors of these ice cream trucks to have their criminal histories verified through a NCIC fingerprint check. Should you have any questions please feel free to contact me.

Sincerely,

Alan R. DeNaro  
Chief of Police

105-A



CITY OF HAVERHILL

In Municipal Council November 12 2013

ORDERED:

9.11.2

2 Tyler Ave

Pursuant to Massachusetts General Law, Chapter 139, Section 1, after hearing, it is hereby adjudged that the building (s) at 2 Tyler Ave., Assessor's Map #515, Block #298, Lot 4, in Haverhill MA, is a nuisance to the neighborhood and is dangerous, in accordance with the authority bestowed upon us by said Chapter, it is hereby ordered that said Building (s) be demolished or repaired.

In the event the owner fails to take steps to rehabilitate or remove said building (s) within 30 days, the Mayor or his agent is authorized to proceed with demolition of said building (s) and may place a lien, suit and/or attachment on the owner or properties you own to the extent of damage incurred.

VOTED: that COUNCIL HEARING BE HELD DECEMBER 10 2013

Attest:

*[Signature]*  
Acting City Clerk

IN CITY COUNCIL: December 10 2013

PASSED

Attest:

*[Signature]*  
Acting City Clerk

APPROVED:

*[Signature]*  
Mayor

IN CITY COUNCIL: April 22 2014

ON MOTION OF COUNCILLOR SULLIVAN TO VACATE THE DEMOLITION ORDER FOR 2 TYLER AVENUE, CONDITIONED ON THE SALE PURSUANT TO THE PURCHASE AND SALE AGREEMENT THAT HAS BEEN PRESENTED TO THE BUILDING INSPECTOR AS WELL AS OTHER CITY OFFICIALS AND THAT THE MATTER BE BROUGHT BACK IN THREE WEEKS ON MAY 13 2014 and

MOTION PASSED CONDITIONALLY

Attest:

\_\_\_\_\_  
City Clerk

IN CITY COUNCIL: May 13 2014

CONTINUED TO MAY 20 2014

Attest:

2 Tyler Ave  
Demo

John

---

**From:** Linda Koutoulas [mailto:LKoutoulas@cityofhaverhill.com]  
**Sent:** Monday, May 12, 2014 3:34 PM  
**To:** Michitson, John A; Barbara Arthur  
**Subject:** FW: 2 TYLER AVE DEMOLITION

FYI – This is on the agenda for tomorrow night....

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**From:** Richard Osborne [mailto:rosborne@cityofhaverhill.com]  
**Sent:** Monday, May 12, 2014 3:25 PM  
**To:** Linda Koutoulas  
**Cc:** 'citycncl'; Richard MacDonald  
**Subject:** 2 TYLER AVE DEMOLITION

LINDA I MET WITH MR. KEVIN McCARTHEY TODAY, HE HAS INFORMED ME THAT HE HAS A PROSPECTIVE BUYER FOR 2 TYLER AVE. I BELIEVE HE IS ON THE COUNCIL AGENDA 5/13/14. HE HAS ASKED TO CONTINUE FOR A WEEK TO SUPPLY ME WITH THE AMENDED SCOPE OF WORK TO INCLUDE THE STRUCTURAL REPLACEMENT OF THE ROOF OF THIS BUILDING. I HAVE NO PROBLEM WITH ALLOWING HIM MORE TIME FOR THE REQUIRED DOCUMENTATION.

SINCERELY YOURS RICHARD OSBORNE

105-E/2013



DOCUMENT 105-E /2013

**CITY OF HAVERHILL**

In Municipal Council November 12 2013

ORDERED:

9.1.2

18 Warren St

Pursuant to Massachusetts General Law, Chapter 139, Section 1, after hearing, it is hereby adjudged that the building (s) at 18 Warren St., Assessor's Map #619, Block #525, Lot 11, in Haverhill MA, is a nuisance to the neighborhood and is dangerous, in accordance with the authority bestowed upon us by said Chapter, it is hereby ordered that said Building (s) be demolished or repaired.

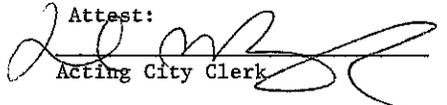
In the event the owner fails to take steps to rehabilitate or remove said building (s) within 30 days, the Mayor or his agent is authorized to proceed with demolition of said building (s) and may place a lien, suit and/or attachment on the owner or properties you own to the extent of damage incurred.

VOTED: that COUNCIL HEARING BE HELD DECEMBER 10 2013

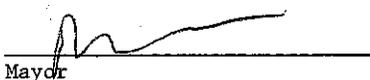
Attest:  
  
Acting City Clerk

IN CITY COUNCIL: December 10 2013

PASSED

Attest:  
  
Acting City Clerk

APPROVED:

  
Mayor

IN CITY COUNCIL: April 22 2014

ON MOTION OF COUNCILLOR SULLIVAN TO VACATE THE DEMOLITION ORDER FOR 18 WARREN STREET, CONDITIONED ON THE SALE PURSUANT TO THE PURCHASE AND SALE AGREEMENT THAT HAS BEEN PRESENTED TO THE BUILDING INSPECTOR AS WELL AS OTHER CITY OFFICIALS AND THAT THE MATTER BE BROUGHT BACK IN THREE WEEKS, ON MAY13 2014 and MOTION PASSED CONDITIONALLY

Attest:

\_\_\_\_\_  
City Clerk

IN CITY COUNCIL: May 13 2014

CONTINUED TO MAY 20 2014

Attest:

105-B / 2013



DOCUMENT 105-B /2013

**CITY OF HAVERHILL**

In Municipal Council November 12 2013

ORDERED:

36 School St

Pursuant to Massachusetts General Law, Chapter 139, Section 1, after hearing, it is hereby adjudged that the building (s) at 36 School St., Assessor's Map #400, Block #5, Lot 4, in Haverhill MA, is a nuisance to the neighborhood and is dangerous, in accordance with the authority bestowed upon us by said Chapter, it is hereby ordered that said Building (s) be demolished or repaired.

9.1.3

In the event the owner fails to take steps to rehabilitate or remove said building (s) within 30 days, the Mayor or his agent is authorized to proceed with demolition of said building (s) and may place a lien, suit and/or attachment on the owner or properties you own to the extent of damage incurred.

VOTED: that COUNCIL HEARING BE HELD DECEMBER 10 2013

Attest:

\_\_\_\_\_  
Acting City Clerk

IN CITY COUNCIL: December 10 2013

POSTPONED TO JANUARY 21 2014

Attest:

\_\_\_\_\_  
Acting City Clerk

IN CITY COUNCIL: January 21 2014

CONTINUE TO APRIL 29 2014

Attest:

\_\_\_\_\_  
City Clerk

IN CITY COUNCIL: April 29 2014

ON MOTION OF COUNCILLOR MACEK TO POSTPONE TO MAY 20 2014

MOTION PASSED and

POSTPONED TO MAY 20 2014

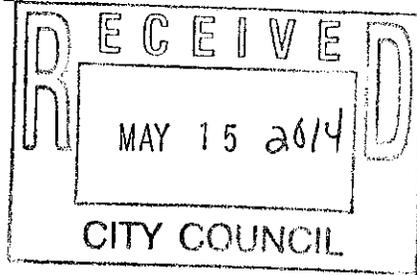
Attest:

\_\_\_\_\_

JAMES P. CLEARY III &  
JOSEPH A. CLEARY, P.C.  
Attorneys at Law

345 Main Street  
P.O. Box 730  
Haverhill, MA 01831-1303

Office: 978-373-2200  
Fax: 978-374-8449



May 14, 2014

Mr. John A. Mitchison, President  
Haverhill City Council  
4 Summer Street, Room 204  
Haverhill, MA 01830

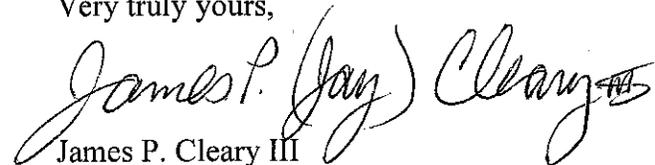
Re: The property at 36 School  
Street, Haverhill

Dear President Mitchison and Council Members:

I am writing to inform you that the real estate owned by Brian Langlois at 36 School Street, Haverhill, Massachusetts was sold on May 9, 2014 to Bradford Unlimited, Corporation of 12 Hovey's Pond Road, Boxford, Massachusetts.

It is my understanding that the new owner has engaged in discussions with Mr. Richard Osborne, Haverhill Building Inspector regarding his plans for the demolition of the building and the timetable for the same. Attorney Robert Harb represents the new owner of 36 School Street.

Very truly yours,

  
James P. Cleary III

JPC/dmd  
21.J. Mitchison City Council Ltr.doc 5-14-14

Cc: Mr. Brian Langlois

**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

ROOM 204  
ESSEX STREET  
8374-2328  
8374-2329  
haverhill.ma.us  
haverhill.com

10.2.1

May 15, 2014

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

Councillor Michael McGonagle requests a No Parking sign in front of 145 Essex Street.

*Michael McGonagle*  
City Councillor Michael McGonagle



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

**THAT THE FOLLOWING HOME RULE PETITION BE ADOPTED BY THE CITY COUNCIL AND FORWARDED TO THE GENERAL COURT**

**HOME RULE PETITION**

**AN ACT AUTHORIZING THAT THE POSITION OF DEPUTY POLICE CHIEF IN THE CITY OF HAVERHILL BE REMOVED FROM CIVIL SERVICE**

*Be it enacted, etc. as follows:*

**SECTION 1.** The position of deputy police chief in the city of Haverhill shall be exempt from chapter 31 of the General Laws.

**SECTION 2.** Section 1 shall not impair the civil service status of the person holding, on a permanent basis, the position of fire chief in the city of Haverhill on the effective date of this act.

**SECTION 3.** This act shall take effect upon its passage.



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

May 16, 2014

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

RE: Home Rule Petition

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

Enclosed, please find a Home Rule petition to authorize the position of Deputy Police Chief in the City of Haverhill be removed from Civil Service.

The Home Rule Petition is enclosed and I recommend approval.

Very truly yours,

**James J. Fiorentini , Mayor**

JJF/ah

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

**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**

**DOCUMENTS REFERRED TO COMMITTEE STUDY**

12.1.1

4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.		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		/26/13
83	Petition from Lap Nguyen requesting to purchase City property; a dead-end section of Worcester St., Map 534, Block16, 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
	Central Business District Parking Map and Ordinances	Administration & Finances	1/28/14
*84 & 84A/13	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	Transferred to Administration & Finance	2/11/14
49	Ordinance Relating to Amusements – Public Shows and Exhibitions	Administration &	5/13/14