



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, July 10, 2012 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:

5.1.1. Haverhill Planning Board (Exp: July 10, 2017): *Daniel Spurling* [Attachment](#)

5.1.2. Haverhill Cultural Council (Exp: July 10, 2015): *Denise Matolcsy-Cowden* [Attachment](#)

5.1.3. Haverhill Cultural Council (Exp: July 10, 2015): *Eva Montibello* [Attachment](#)

5.2. Non-Confirming Appointments:

5.2.1. Haverhill Conservation Commission: *Angela Scarpa* [Attachment](#)

5.2.2. Mayor's Downtown Master Committee: *Patrick C. Hayes* [Attachment](#)

6. PETITIONS

6.1. Petitions:

NO SCHEDULE

6.2. Applications:

6.2.1. Application from Nick Hall to sell in a fixed location at Bradford Common as an employee of a Hawker Peddler, Jim Conroy **Bond on File** [Attachment](#)

6.2.2. Application from Suzanne Bowman on behalf of The Edge of Jordan Ministries requesting a permit to perform Church Music at Washington Park, Saturday & Sunday, August 18-19th from 2-5pm

6.2.3. Application for a Tag Day from Haverhill Fire Department on behalf of MDA *Aug 31 & Sept 1st & 2nd* [Attachment](#)

6.2.4. Application from Bob Laprel for a permit for a 4 mile road race & a 2 mile walk, beginning and ending at Haverhill High School, Sunday, September 9, 2012 at 10 am [Attachment](#)

6.3. Annual License Renewals:

6.3.1. Limousine license renewal from Baystate Limousine, 102 Hale st, 6 vehicles [Attachment](#)

6.3.2. Taxi Cab license renewal from A Family Cab, 21 White st, 12 vehicles [Attachment](#)

6.3.3. Limousine license renewal from Bon Voyage Limo Inc, 695 South Main st, 3 vehicles [Attachment](#)



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7. HEARINGS AND RELATED ORDERS

- 7.1. Document 64, Application from Sebastian C Iacono for a Special Permit to Build Within 500' of a Water Supply, Chadwick Pond – a deck extension at 42 South Lakeside av [Attachment](#)
- 7.1.1. Related Materials and Responses to Special Permit from various City Departments [Attachment](#)

8. MOTIONS AND ORDERS

- 8.1. Order to authorize Mayor to enter into and execute a “Lease Agreement” on behalf of the City of Haverhill with Roman Catholic Archbishop of Boston, a Corporation Sole, acting on behalf of St James Parish, for premises located at 415 Primrose st, also known as St James School [Attachment](#)
- 8.1.1. Related communication from William Cox, Jr, City Solicitor [Attachment](#)
- 8.2. Ordinance re: Signs - Amend Chapter 213-5; Advertising On or Over City Property **File 10 days** [Attachment](#)
- 8.2.1. Related communication from William Cox, Jr, City Solicitor [Attachment](#)
- 8.3. Transfer \$417,000 from General Fund account Benefits-Group Insurance to the School Department [Attachment](#)
- 8.4. Transfer \$691,082 to/from several City Department accounts to close out FY2012 [Attachment](#)

9. UNFINISHED BUSINESS OF PRECEDING MEETINGS

NO SCHEDULE

10. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

- 10.1. **Monthly Reports:**
NO SCHEDULE
- 10.2. **Communications from Councillors:**
- 10.2.1. Request for Reconsideration from Councillor LePage for two votes taken relative to Document 71, a Municipal Ordinance, Waterfront Interim Planning Overlay District: WIPOD (1) a vote to send the proposed Ordinance to the Planning and Development Committee of the City Council for further review; and (2) a vote on the proposed Ordinance
- 10.2.1.1. Document 71, Ordinance: Waterfront Interim Planning Overlay District; Amend Section 255-7 and Add a new Section 255-18.2 **Filed Jun 14, 2012** [Attachment](#)
- 10.2.2. Communication from Council President Michitson to introduce Mr. Edward Barrett to discuss concerns about Carrington Estates [Attachment](#)
- 10.2.3. Communication from Councillor Scatamacchia requesting a discussion regarding signage at Columbus Park [Attachment](#)



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10.2.4. Communication from Councillor Amirian requesting a discussion regarding a traffic issue at the intersection of Jaffarian rd and Main st [Attachment](#)

11. RESOLUTIONS AND PROCLAMATIONS

NO SCHEDULE

12. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

12.1. **Council Committee Reports:**

NO SCHEDULE

12.2. Documents referred to Committee Study [Attachment](#)

13. ADJOURN

5.1.1

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

July 3, 2012

City Council President John Michitson
& Members of the City Council

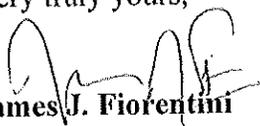
RE: Attorney Daniel Spurling, Planning Board

Dear Council President & Members of the City Council:

I hereby appoint Attorney Daniel Spurling of 9 Smythe St. to the Haverhill Planning Board. He is filling the opening resulting from the resignation of Joseph Sullivan.

This is a confirming appointment and I recommend your approval. This appointment takes effect upon confirmation and July 10, 2017.

Very truly yours,


James J. Fiorentini
Mayor

JJF/lk

cc: Daniel Spurling
William Pillsbury, Director of Economic Development, City of Haverhill
Paul Howard, Chairman, Planning Board

DANIEL M. SPURLING

9 Smythe Street, Haverhill, MA 01830 • 617 905 9374 • danielspurling@gmail.com

EDUCATION

Suffolk University Law School, Boston, MA

Juris Doctor, *cum laude*, May, 2007

GPA 3.37 / 4.0; Class Rank: Top 20%; Dean's List: 2004 – 2007

Bates College, Lewiston, ME

Bachelor of Arts, *cum laude*, May, 1999

Major: American Cultural Studies

GPA 3.41 / 4.0; Dean's List 1995 – 1999

Honors Thesis, The Politics of an American History Textbook, September, 1998 – April, 1999

Nanjing University, Nanjing, People's Republic of China

Undergraduate semester abroad studying Chinese language and economics, 1997

ADMISSION

Massachusetts, Admitted to practice, December, 2007

LEGAL EXPERIENCE

Assistant Reporter of Decisions, Office of Reporter of Decisions

Supreme Judicial Court of Massachusetts • Boston, MA • September, 2009 – present

Work with justices to edit and prepare decisions of S.J.C. and Appeals Court for release as slip opinions; draft accompanying headnotes and prepare decisions for publication in official reports.

Judicial Clerk for the Honorable Roderick L. Ireland

Supreme Judicial Court of Massachusetts • Boston, MA • August, 2008 – September, 2009

Wrote drafts of decisions in a broad range of civil and criminal appeals; wrote legal memoranda; performed legal research.

Judicial Clerk for the Honorable Gordon H. Piper

Land Court Department of the Massachusetts Trial Court • Boston, MA • September, 2007 – August, 2008

Wrote drafts of memoranda of decisions, orders and judgments; performed legal research; assisted judge in management of individually-assigned cases; clerked events in court, including hearings, motion sessions, conferences and trials; reviewed documents and plans for condominiums on registered land.

Legal Intern, Office of Chief Staff Counsel

Supreme Judicial Court of Massachusetts • Boston, MA • January, 2006 – May, 2007

Assisted justices in drafting legal memoranda and decisions; screened briefs filed in Appeals Court to identify cases to recommend to hearing list committee for *sua sponte* transfer to S.J.C.; performed legal research.

OTHER PROFESSIONAL EXPERIENCE

Sales and Marketing Coordinator, Independent Music Label

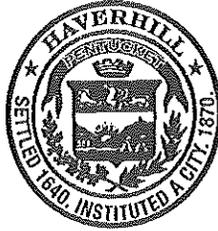
Rykodisc Label Group, Ryko Corporation • Beverly, MA • February, 2003 – July, 2004

Coordinated national retail and tour marketing campaigns for independent music label, generating sales of new releases and catalog titles through retail cooperative advertising and artist tour support.

Manager, Software Technical Support Department

VantageMed Corporation, Helper Software • Woburn, MA • January, 2000 – February, 2003

Managed fourteen-seat technical support call center for healthcare practice management software suite; successfully redesigned delivery of customer support services to end-users via phone, email and web.



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WWW.CI.HAVERHILL.MA.US

July 3, 2012

City Council President John A. Michitson
& Members of the City Council

RE: Denise Matolcsy-Cowden

Dear Mr. President and City Council Members:

I hereby appoint Denise Matolcsy-Cowden of 70 Washington St., Suite 406, Haverhill to the Haverhill Cultural Council.

This is a confirming appointment and I recommend your approval. This appointment takes effect upon confirmation and expires July 10, 2015.

I am also appointing Denise to the Washington St. Historic District Commission This appointment expires July 10, 2015. This is also a confirming appointment.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lk

cc: Denise Matolcsy-Cowden
Karren McCabe, Chair, Haverhill Cultural Council
William Pillsbury, Planning Director

JAMES J. FIORENTINI
MAYOR



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WWW.CI.HAVERHILL.MA.US

June 27, 2012

City Council President John A. Michitson
& Members of the City Council

RE: Appointments – Cultural Council

Dear Mr. President and City Council Members:

I hereby appoint Eva Montibello of 57 5th Ave., to the Haverhill Cultural Council.

This is a confirming appointment and I recommend your approval. This appointment takes effect upon confirmation and expires July 10, 2015.

Very truly yours,


James J. Fiorentini
Mayor

JJF/lk

cc: Eva Montibello
Karren McCabe, Chair, Haverhill Cultural Council

JAMES J. FIORENTINI
MAYOR



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July 3, 2012

City Council President John Michitson
& Members of the City Council

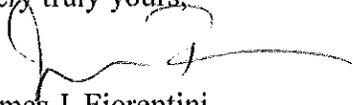
RE: Angela Scarpa, Conservation Commission

Dear Council President & Members of the City Council:

I hereby appoint Angela Scarpa of 41 Mechanic St. to the Haverhill Conservation Commission.

This is a non-confirming appointment. This appointment takes effect immediately.

Very truly yours,


James J. Fiorentini
Mayor

JJF/lk
cc: Angela Scarpa

Angela M. Scarpa
41 Mechanic Street, Haverhill, MA 01830
Home (978)372-1219 Cell (978)764-6415
angelascarpa@comcast.net

SKILLS:

- Strong communication and time management skills.
- Strong background in basic accounting.
- Team player with an excellent attendance record.
- Working knowledge of Microsoft Word, Microsoft Excel, Microsoft Outlook, Quickbooks, Quicken, AIM Software, ABC Software, Standard Conveyancer, HBOC, Paragon and IBEX.

EXPERIENCE:

Law Offices of Bryan E. Chase, P.C.

2008- Present

Paralegal

- Answer and direct calls on a multi-line telephone system with minimal hold times.
- Maintain attorney schedule including client appointments and court calendar.
- Monthly client billing for attorney's time and vendor services.
- Maintain accounts receivables and client retainer accounts.
- Prepare correspondence.
- Prepare draft motions, pleadings and complaints for attorney review and filing in various types of civil and domestic proceedings.
- Prepare documents for filing with various state agencies.
- Prepare complete residential real estate closing packages based upon lender instructions.
- Handle all accounting and reconciliation for real estate closings and general monthly accounting.
- Prepare weekly payroll along with state and federal payroll tax filings.
- Supervise and train interns.
- Oversee daily office operations.

Lawrence General Hospital

2007- 2012

Emergency Room Patient Admissions Representative, Per Diem

- Accurately obtain patient demographics and insurance information, including MSP questionnaires for Medicare recipients, to update patient files.
- Work in stressful situations such as trauma registrations in a 40 room emergency department.
- Verify patient insurance information using Nehan and Web Md programs.

Rubin, Weisman, Colasanti, Kajko & Stein, LLP

2005-2008

Real Estate Paralegal

- Prepare complete real estate closing packages accurately under minimal supervision based on lender instructions.
- Handle basic accounting and reconciliation for real estate closings.
- Schedule closings with multiple parties.
- Efficiently respond to client and borrower requests for information.
- Follow through and resolve/post closing issues.
- Maintain office supply inventory for daily activities.
- Plan and organize office events for marketing purposes.
- Back up support for co-workers.

Gold Title

2005

Real Estate Paralegal

- Prepare complete real estate closing packages accurately under minimal supervision based on lender instructions.
- Handle basic accounting and reconciliation for real estate closings.
- Schedule closings with multiple parties.
- Efficiently respond to client and borrower requests for information.
- Back-up support for co-workers.
- Supervise and train new and temporary employees.

Law Offices of Christopher M. Welch 2004-2005
Real Estate Paralegal

- Prepare complete real estate closing packages accurately under minimal supervision based on lender instructions.
- Handle basic accounting and reconciliation for real estate closings.
- Schedule closings with multiple parties.
- Efficiently respond to client and borrower requests for information.
- Back-up support for co-workers.

Alexander & Femino 1999-2004
Real Estate Paralegal

- Perform property title searches at various Registry of Deeds.
- Update titles and record mortgage transactions at various Registry of Deeds.
- Schedule real estate closings with multiple parties and maintain schedules for three attorneys.
- Respond to client and borrower requests for documents and information.
- Prepare written correspondence for attorneys such as letters, memos and pleadings.
- Supervise and train new and temporary employees.

Alexander & Femino 1998-1999
Receptionist

- Answer and direct calls on a six line telephone system with minimal hold times.
- Prepare letters, pleadings and memos for attorneys.
- Maintain office filing system.
- Secretarial support for criminal defense, general practice attorneys.

Walsh-Hanson-Gladwin 1995-1998
Receptionist

Cambridge Eye Doctors 1995-1996
Optometric Technician

Marjam Supply Company 1992-1995
Secretary/Small Claims Court Representative

EDUCATION:
Northern Essex Community College 2002
Associates Degree, Paralegal Studies

COMMISSIONS:
Massachusetts Notary Public
New Hampshire Commissioner of Deeds

MEMBERSHIPS:
Massachusetts Paralegal Association



JAMES J. FIORENTINI
MAYOR

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MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

June 25, 2012

City Council President Michael Hart
& Members of the City Council

RE: Mayor's Downtown Master Committee

Dear Council President & Members of the City Council:

I hereby appoint Patrick C. Hayes of 15 Overlook Circle, to the Mayor's Downtown Master Committee.

This is a non-confirming appointment which takes effect immediately.

Very truly yours,


James J. Fiorentini
Mayor

JJF/lk

Cc: William Pillsbury
Patrick C. Hayes

RECEIVED
Date 6-4-12
2012 JUN 28 P 2:22

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

- Hawker or Peddler
- Employee of a Hawker or Peddler

Nick Hall

same as Employee at Boston - Jim Conroy
Kind of Merchandise to be Sold

Broadford Common
Location

- New - Fixed Location
- New - Mobile Cart
- Renewal - Fixed Location
- Renewal - Mobile Cart

same as employee - Jim Conroy
Date and Time of Operation

Name Nick Hall

Residence 7 Jamb Ave
Middleton, MA 01949

Signature [Signature]

Fee 25.00

- Bond on File

See Back for Phone Number/Date of Birth/Social Security #

[Signature]
Police Chief

Approved Denied

Health Department

Approved Denied

Wire Inspector

Approved Denied

Recreation Director (Stadium Only)

Approved Denied



National Registry of Food Safety Professionals

FOOD SAFETY FIRST PRINCIPLES Food Handler Training Program

Environmental Health Testing

CERTIFICATE OF COMPLETION

Nick Hall 7/25/1992

Employee Name

has successfully completed *Food Safety First Principles: For Food Handlers*

HRTS®

Business Name

May 29, 2012

Date of Completion

Authorized/Manager Signature

May 29, 2015

Expiration Date

National Registry of Food Safety Professionals • Orlando, FL • www.NRFSP.com • 800-446-0257



National Registry of Food Safety Professionals

FOOD SAFETY FIRST PRINCIPLES Food Handler Training Program

Environmental Health Testing

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Business Name

May 29, 2012

Date of Completion

Authorized/Manager Signature

May 29, 2015

Expiration Date

National Registry of Food Safety Professionals • Orlando, FL • www.NRFSP.com • 800-446-0257

Employer/Manager - Keep this stub as proof of completion in employee's file.

Detach the certificate and wallet card and give to the employee.



National Registry of Food Safety Professionals

FOOD SAFETY FIRST PRINCIPLES Food Handler Training Program

Environmental Health Testing

Nick Hall 7/25/1992

Employee Name

Authorized/Manager Signature

May 29, 2012 May 29, 2015

Date of Completion

Expiration Date

800-446-0257

www.NRFSP.com



City of Haverhill

6.2.2

Application for Permit

Name of Organization	The Edge of The Jordan Ministries		
Address of Organization	672 main St. Haverhill		
Requesting Permit for (List Type of event)	Church Music	Date & Time	2-5pm Aug 18 th + 19 th
Location of Event	Washington Park Lot # 514-287-1		
Authorized or Contact Person	Suzanne Bowman	Telephone/Cell #/Pager # (Indicate if pager)	978-204-3919

(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 Required for all OUTDOOR EVENTS I.e.: Parades/Carnivals/Community Events	<i>[Signature]</i>	7/5/12	

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.

Signature of Authorized Agent of Organization: Suzanne A. Bowman Date: 7-2-12
 Signature Witnessed by: Paul W. Bowman Date: 7-2-12

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

Office Use

Permit

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

Attendance Limited to: _____ Other Restrictions/requirements: _____

Signed: _____ Issued on: _____ Seal _____
 City Clerk

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

Date: JUN 27 2012

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

(3 Consecutive Days Only, one of which may include solicitation on a public way)

HFD MDA (Fire Dept MDA) Aug 31 + Sept 1 + 2
Organization Date(s)

Cory Willis
Signature

(all dates)
Date - Solicitation on a Public Way

121 Oxford Ave Haverhill, MA
Residence

\$10.00
Fee

Canister _____

Tag _____

Street Locations:

- Rosemont St and Main St.
- Rte. 121 & Rte. 125 - Main St _____
- Lowell Ave and River St
- Water St and Mill St _____
- South Main St & Salem St
(Bradford Common)
- Main St & Kenosza Ave _____
(Monument Square)

Off Street Locations:

- _____
- _____
- _____
- 131 water St. / Fire station.
- 123 High St. / Fire Station

Recommendation by Police Chief:

Approved _____
Denied _____


Police Chief

In Municipal Council, _____

Attest _____
City Clerk

To Whom It May Concern:

The Haverhill Fire Dept. would like to pull permits to collect for the MDA at the following places from Aug 31 2012 until Sept. 3 2012.

Main St. @ Rosemont.
Bradford Square
River St. @ Lowell Ave
131 Water St.
123 High St.

Thank you for your time.

Corey S. Willis
HFD local 1011
C 978 833 0948



City of Haverhill

Application for Permit

Name of Organization	Bob Laprel 4 Mile Road Race & 2 Mile Walk		
Address of Organization	58 John Ward Ave Haverhill Ma 01830		
Requesting Permit for (List Type of event)	Road Race	Date & Time	Sept. 9, 2012 10:00 AM
Location of Event	Haverhill High School		
Authorized or Contact Person	Brendan Laprel	Telephone/Cell #/Pager # (Indicate if pager)	978 807 1465

(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 Required for all OUTDOOR EVENTS I.e.: Parades/Carnivals/Community Events	Signature	Date	

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.

Signature of Authorized Agent of Organization: Brendan Laprel Date: 7/8/12
 Signature Witnessed by: _____ Date: _____

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

Office Use

Permit

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

Attendance Limited to: _____ Other Restrictions/requirements: _____

Signed: _____ Issued on: _____ Seal

City Clerk

Bob Laprel Road Race

4 Mile Course(runners) : Haverhill High School, Right onto North Broadway, Right onto Vale St., Right onto Hilldale Ave, Right onto Monument St, finish on track behind high school.

2 Mile Course(walkers) : Haverhill High School, Right onto North Broadway, Right onto W Rochambault, Right onto Hilldale Ave, Right onto Monument St, finish on track behind high school.

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a License:

LIMOUSINES

Place of business being:

6 Vehicles

BAYSTATE LIMOUSINE (JOHN JALBERT)

102 Hale Street, Haverhill, MA, 01830

JUN 29 2012

JOHN F. JALBERT

PRINT APPLICANT NAME

HAVERHILL, _____

OFFICE USE ONLY

RENEW

No. _____

FEE $150.00 \times 6 = 900.00$

IN MUNICIPAL COUNCIL, _____

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____

BAYST 7	LUV
BAYST 3	LUV
BAYST 2	LUV
BAYST 6	LUV
BU20315	BUN
BAYST 9	LUV

POLICE CHIEF

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a License:

TAXI CAB

Place of business being:

12 Vehicles

A FAMILY CAB (BRIAN HOUSE)

21 White Street, Haverhill, Ma, 01830

BRIAN HOUSE

PRINT APPLICANT NAME

HAVERHILL, MA.

Brian J House

OFFICE USE ONLY

RENEW

No. _____ #

FEE 1800.00

IN MUNICIPAL COUNCIL, _____

ATTEST:

_____, CITY CLERK

APPROVED ✓

DENIED _____

[Signature]
POLICE CHIEF

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a License:

LIMOUSINES

Place of business being:

3 Vehicles

BON VOYAGE LIMO INC. (RAY WAKIM)

695 South Main st, Haverhill, Ma, 01835

Ray Wakim

PRINT APPLICANT NAME

HAVERHILL, May 9, 2012



OFFICE USE ONLY

RENEW

No. _____

FEE \$450.00

IN MUNICIPAL COUNCIL, _____

ATTEST:

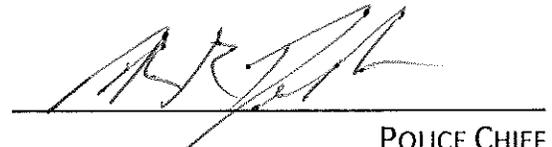
_____, CITY CLERK

APPROVED ✓

DENIED _____

Registration #'s
LV 34376
LV 49147
LV 13750

*
150.00 per vehicle



POLICE CHIEF

MORE INFO ON BACK

64
APPLICATION FOR SPECIAL PERMIT TO BUILD WITHIN 500 FEET
OF WATER SUPPLY

7.1

64

This application must be typewritten, filed in duplicate and accompanied by a plan of the affected premises

Hearing July 10 2012

May 24, 2012

To the City Council of the City of Haverhill

The undersigned petitions the City Council for a special permit to build within 500 feet of a water supply. CHADWICK POND

APPLICANT Sebastian C. Iacono 40 Meadowview Road North Andover, MA 01845
Full Name Address

OWNER Sebastian C. Iacono 40 Meadowview Road North Andover, MA 01845
Full Name Address

1. LOCATION OF PREMISES 42 South Lakeside Ave Haverhill, MA 01830

2. ASSESSORS PLAT MAP 753 Block 1, Lot 46

3. DIMENSIONS OF LOT 70.00 153.59 10,656
Frontage Depth Square Feet

4. ZONING DISTRICTS IN WHICH PREMISES ARE LOCATED RH SC

5. HOW LONG HAVE YOU OWNED ABOVE PREMISES? 50+ Years

6. HOW MANY BUILDINGS ARE NOW ON THE LOT? 1

7. GIVE SIZE OF EXISTING BUILDING 16' Wide x 37 1/2' Long

PROPOSED BUILDING 16' X 8' Deck Extension

8. STATE PRESENT USE OF PREMISES 16' x 8' Concrete Pad

9. STATE PROPOSED USE OF PREMISES 16' x 16' Deck

10. GIVE EXTENT OF PROPOSED ALTERATIONS Addition of a 16' x 8' Deck

to an existing 16' x 8' Concrete Pad. New deck would be 16'x 16'

11. STATE REASONS FOR SPECIAL PERMIT

No application will be acted upon unless the application has been reviewed by the Building Inspector and all other requirements completed.

I hereby agree to pay the City Clerk any additional necessary fee connected with this application.

Fee \$125.00

Sebastian C. Iacono
Signature

40 Meadowview Rd, N. Andover, Ma 01845
Address

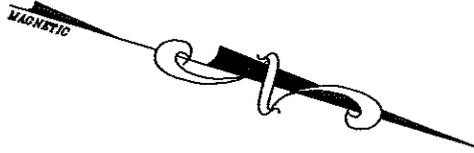
978 686-2294
Phone No.

[Signature]
Building Inspector

IN CITY COUNCIL: June 12 2012
VOTED: that COUNCIL HEARING BE HELD JULY 10 2012
Attest:

City Clerk

CHADWICK POND



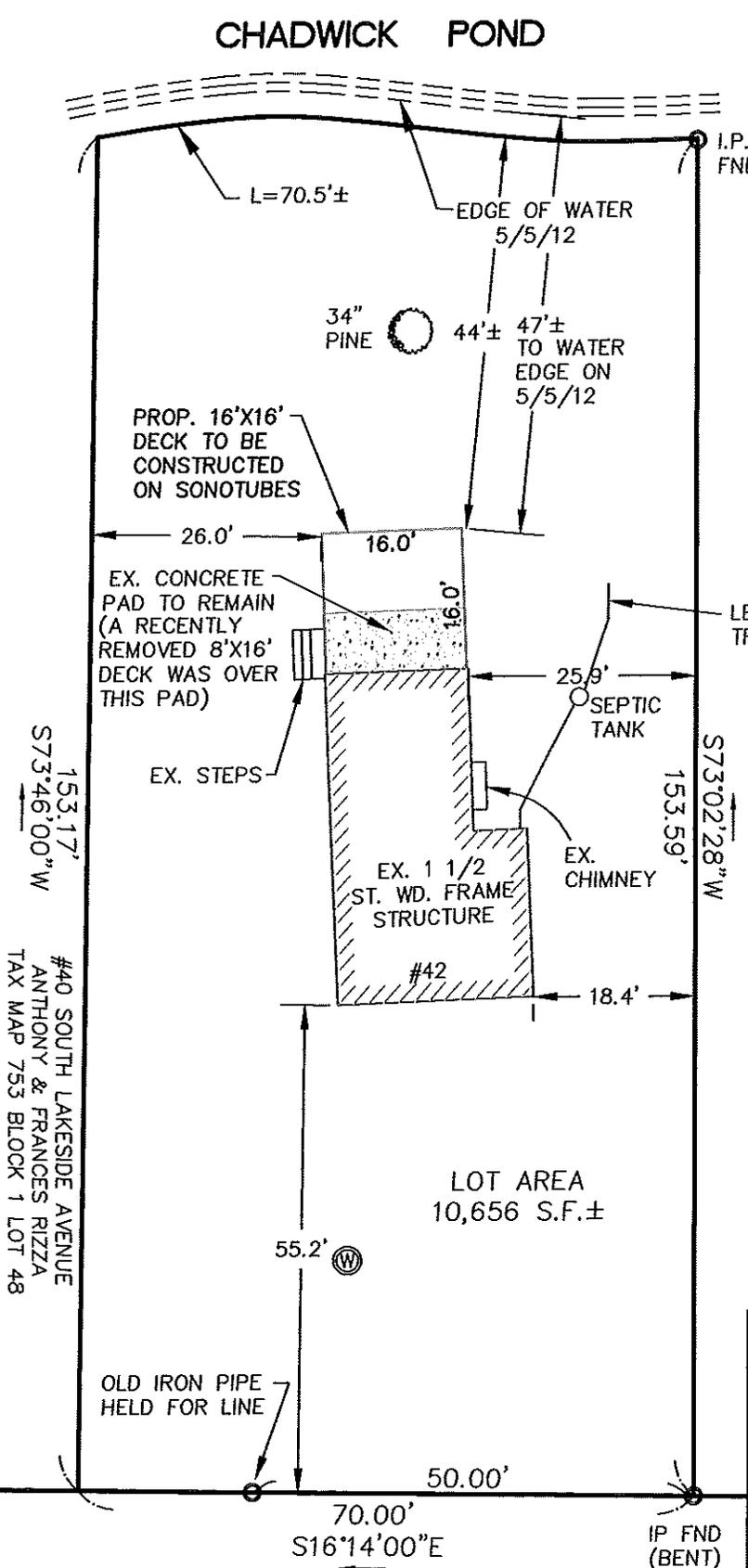
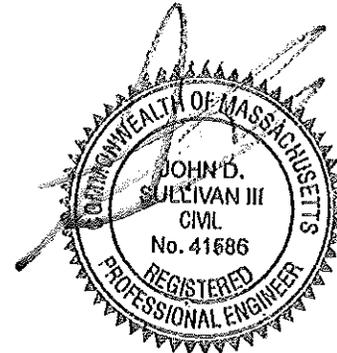
ASSESSOR INFORMATION:
TAX MAP 753 BLOCK 1 LOT 46

% LOT COVERAGE

HOUSE: 723 S.F.±
PROP. DECK: 256 S.F.±

TOTAL: 979 S.F.± (9.2%)

I CERTIFY THAT THE STRUCTURES SHOWN WERE LOCATED BY AN INSTRUMENT SURVEY AND EXIST ON THE GROUND AS SHOWN.



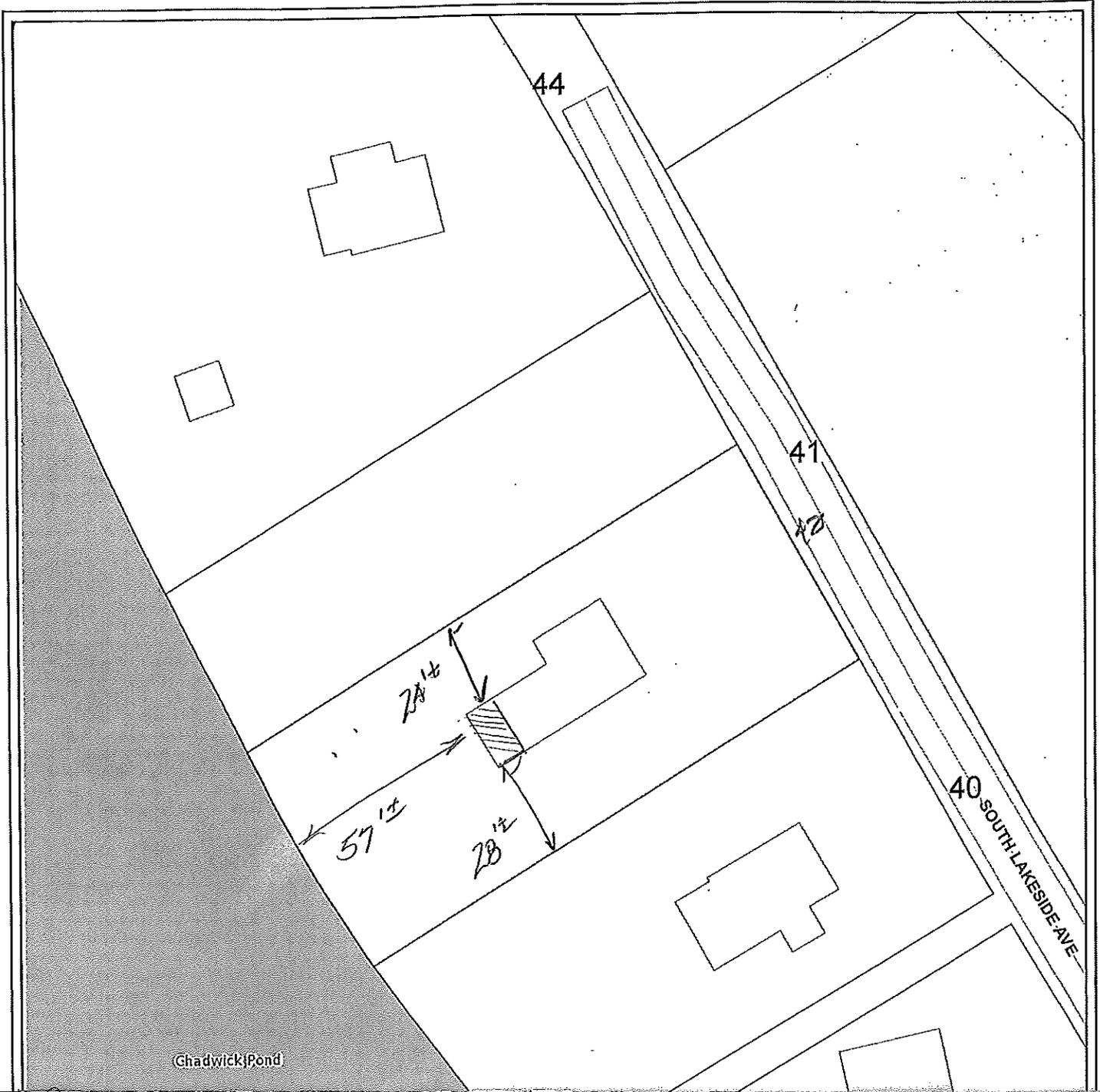
#44 SOUTH LAKESIDE AVENUE
HARRY & DONNA SHAW
TAX MAP 753 BLOCK 1 LOT 44

153.17'
S73°46'00"W
#40 SOUTH LAKESIDE AVENUE
ANTHONY & FRANCES RIZZA
TAX MAP 753 BLOCK 1 LOT 48

PLOT PLAN OF LAND
42 SOUTH LAKESIDE AVE
HAVERHILL, MASS

PREPARED BY:
JOHN D. SULLIVAN III, P.E.
22 MOUNT VERNON ROAD
BOXFORD, MA 01921
(978) 352-7871

SCALE: 1"=20' DATE: 5/7/12



Chadwick Pond

PROPOSED DECK: 8x16 OPEN DECK

Conservation Department Review

Health Department Review

L.G.
 2
 5-30-12

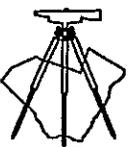
BUILDING PERMIT PLOT PLAN

Address 42 SOUTH LAKESIDE AVE

Plan 753 Block 1 Lot 46

Zone _____ Scale 1 IN. = 40 FT.

© Date 31 2/1/2012 By TCL



This sketch is based on information on file in the City Engineer's Office. The applicant is responsible for all applicable information hereon.

Revised 3-30-2012. KBJ

INVOICE

May 7, 2012

John (Jack) Sullivan
22 Mount Vernon Road
Boxford, MA 01921
(978) 352-7871

Sam Iacono
40 Meadowview Road
North Andover, MA 01845

Project: 42 South Lakeside Avenue, Haverhill

Sam;

Enclosed are two (2) copies of the Certified Plot Plan for the above referenced property. If you have any questions or need any assistance with the City just let me know.

The following is a breakdown of engineering and survey services provided to date.

<u>Task:</u>	<u>Cost:</u>
1) Prepare Certified Plot Plan showing proposed deck (16'x16')	\$800.00
Total Due:	\$800.00

Please make check payable to: John Sullivan
And mail to the above address within 30 days

Thank you

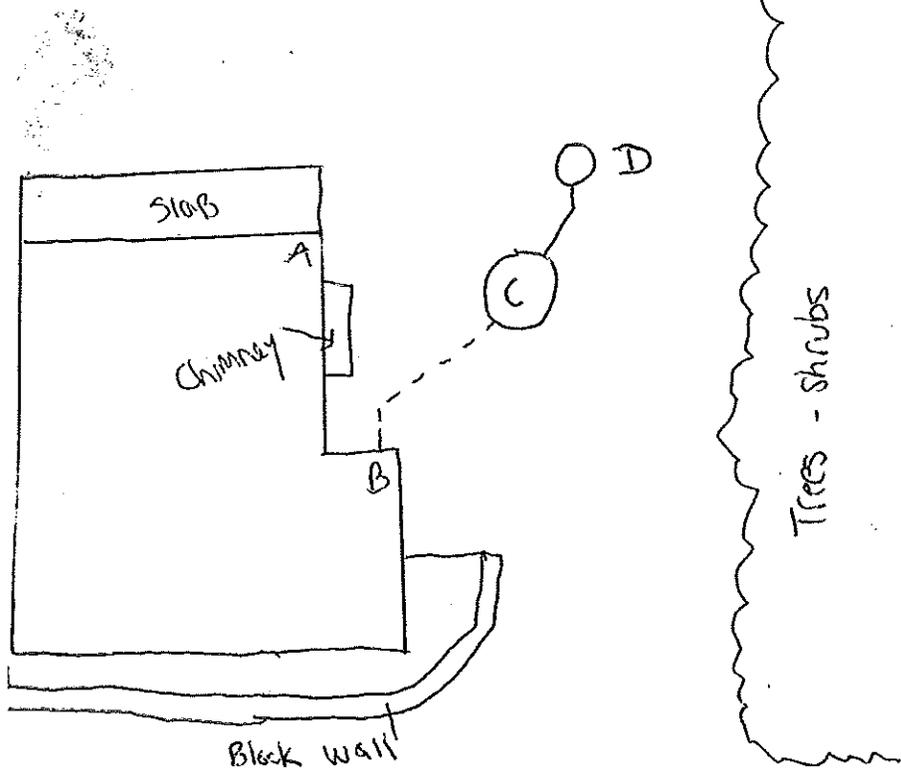
J and S Development Corp

DbA / Stewart's Septic Service

58 South Kimball Street

Bradford, MA 01835

42 SO. LAKESIDE AVE
HAVERHILL



B - C 16

A - C 13

A - D 14

B - D 30'

Front

D is end of leaching trench

C is Septic Tank

Stewart's Septic Service
(978) 372-7471

Andover Septic
(978) 475-2593

Stratham Hill Septic
(603) 772-5548

Roto-Ram
(978) 452-9022

58 South Kimball Street, Bradford, MA 01835

Date of Service 4/12/12		PAY FROM THIS BILL	
Customer Name: Tacono		<input type="checkbox"/> Reg. <input type="checkbox"/> N/C	Nature of Service <input type="checkbox"/> Reg. Maint. <input type="checkbox"/> Emergency <input type="checkbox"/> Day <input type="checkbox"/> Night
Service Location: 42 SO. Lakeside Ave		Septic Tank Pumping and Cleaning <i>"Done the Right Way"</i> Not Responsible for Covers or Irrigation Systems	
Phone: 978 686 2294			
Contact:			
Billing Address:			
City: Haverhill, MA	Zip:		
Special Instructions		<input type="checkbox"/> Completed <input type="checkbox"/> Incompleted Reason: check # 883	
Per: _____ AM/PM			
Services Rendered		Observations	Drain Cleaning
Vacuum Pumping <input type="checkbox"/> Septic Tank <input type="checkbox"/> Drywell <input type="checkbox"/> Leech Pit / Overflow <input type="checkbox"/> D-Box <input type="checkbox"/> Pump Chamber <input type="checkbox"/> Grease Trap <input type="checkbox"/> Catch Basin <input type="checkbox"/> Portable Toilet <input type="checkbox"/> Other _____ Qty: _____ Size: <input type="checkbox"/> Under 1000 gallons <input type="checkbox"/> 1000 gallons <input type="checkbox"/> 1500 gallons <input type="checkbox"/> 2000 gallons <input type="checkbox"/> 3000 gallons <input type="checkbox"/> 4000 gallons <input type="checkbox"/> 5000 gallons <input type="checkbox"/> Other _____		<input type="checkbox"/> Good Condition <input type="checkbox"/> Leechfield Runback <input type="checkbox"/> Riding High (liquid level) <input type="checkbox"/> Full to Cover <input type="checkbox"/> Excessive Solids Top / Bottom <input type="checkbox"/> Use No Powdered Soap <input type="checkbox"/> Heavy Grease <input type="checkbox"/> Roots <input type="checkbox"/> Suggest Electric Rootering <input type="checkbox"/> Van Called <input type="checkbox"/> Other _____	<input type="checkbox"/> Main Line <input type="checkbox"/> Toilet Bowl <input type="checkbox"/> Kitchen Sink <input type="checkbox"/> Bathtub / Shower <input type="checkbox"/> Vanity <input type="checkbox"/> Floor Drain <input type="checkbox"/> Vent <input type="checkbox"/> Sewer Jet <input type="checkbox"/> Other _____ Footage: _____
Misc.			
<input type="checkbox"/> Digging Charge _____ ft./in. * <input type="checkbox"/> Location _____ <input type="checkbox"/> Service Call <input type="checkbox"/> Labor <input type="checkbox"/> Waiting Time * Digging Charge is Per Driver Discretion		<input type="checkbox"/> Backhoe _____ hrs. <input type="checkbox"/> Consultation _____ hrs. <input type="checkbox"/> Estimate <input type="checkbox"/> Portable Toilet Rental <input type="checkbox"/> Baffle <input type="checkbox"/> Inspection <input type="checkbox"/> Certification: P/F Reason: _____ <input type="checkbox"/> Pump Repair <input type="checkbox"/> Repair <input type="checkbox"/> Chemical Treatment <input type="checkbox"/> Other _____	
Description of work		Locate System	
Recommendations		Terms of Payment	
Vacuum Pumping _____ Yr. _____ Month Drain Cleaning _____ Yr. _____ Month		NET 15 DAYS	
Terms & Conditions		Parts	
<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit _____		Tax	
1. Not responsible for damage beyond curb line. 2. All complaints shall be reported within 48 hours.		Discount	
3. 1.5% per month will be charged to accounts past due. 4. The purchaser agrees to pay all cost of collection.		Total	
		\$ 400. ⁰⁰	

Customer Signature *Justin Tacono*

Serviceman *Admir, Admir*



Haverhill

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

June 22, 2012

TO WHOM IT MAY CONCERN:

Notice is hereby given that a hearing will be held for all parties interested, in the Council Chambers, City Hall Building, on Tuesday, July 10 2012 at 7:00 o'clock P.M. on Document 64, being a petition from Sebastian C Iacono requesting a Special Permit to Build Within 500 feet of a Water Supply, Chadwick Pond; a deck extension at 42 South Lakeside av; Assessor's Map 753, Block 1, Lot 46

Description of area and maps are on file in the City Clerk's office.

Margaret A Toomey
City Clerk

ADVERTISE: June 22 & 29, 2012



Haverhill

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

July 6 2012

TO: President and Members of the City Council

FROM: City Clerk's Office

RE: Special Permit to *Build Within 500' Water Supply*;
Chadwick Pond; a deck extension at 42 So Lakeside av

Enclosed are all the responses, that we have to date, that relate to the special permit application Sebastian C Iacono to build within 500' of Chadwick Pond.

The date for this hearing is July 10 2012.

sample sent next



Haverhill

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

REQUEST FOR COMMENT

TO: BOARD OF HEALTH CHAIRMAN & MEMBERS
BUILDING INSPECTOR - Richard Osborne
CITY ENGINEER - John Pettis III
CONSERVATION COMMISSION CHAIRMAN & MEMBERS
FIRE CHIEF - Richard Borden
HIGHWAY SUPERINTENDENT - Michael Stankovich
PLANNING DIRECTOR - William Pillsbury
POLICE CHIEF - Alan DeNaro
SUPERINTENDENT OF SCHOOLS - James Scully
WASTEWATER/WATER ENGINEER - Robert Ward

FROM: CITY CLERK: Margaret A Toomey

DATE: June 15 2012

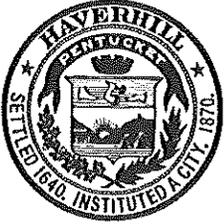
RE: Application from Sebastian C Iacono
requesting a Special Permit to Build Within
500 feet of a Water Supply, Chadwick Pond; a
deck extension at 42 South Lakeside av

Project Reference: Deck extension

Street Location: 42 South Lakeside av

*Please send reports to the City Clerk
No Later Than July 2 2012*

*The public hearing of the City Council is scheduled for
Tuesday, July 10 2012*



Haverhill

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

MEMO TO: Margaret A. Toomey, City Clerk

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

DATE: June 22, 2012

RE: City Council Special Permit – Construction within 500' of Chadwick Pond
Sebastian Iacono for 42 South Lakeside Avenue – Parcel ID: 753-1-46

The Conservation Commission reviewed the application materials at its meeting on June 21st. The Commission has no objections to this project.

C: Haverhill City Council
Sebastian Iacono, 40 Meadowview Road, North Andover, MA 01845



Haverhill

Board of Health
Inspection Services
School Nurse Leader
Community Health Coordinator
Phone: 978-374-2325
978-374-2341
978-374-2338
978-374-2430
Fax: 978-374-2337
bdufresne@cityofhaverhill.com

5/30/2012

MEMO:

To: Richard Osborne – Building Inspector
From: Les Godin – Health Department

L.G.

Re: Application for Special Permit for 42 South Lakeside Ave

I have reviewed the proposal for the construction of an open season porch at the above location. The septic system and well locations have been documented and a limited inspection has been performed on the septic system.
I expect no conflict with the septic system with regard to the proposed deck.
This Department has no objections regarding the proposed deck at this time.



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor be and is hereby authorized to enter into and execute an "LEASE AGREEMENT" on behalf of the City of Haverhill with Roman Catholic Archbishop of Boston, a Corporation Sole, acting on behalf of St. James Parish, for the premises located at 415 Primrose Street, also known as the St. James School, a copy of which is attached hereto and incorporated herein

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of July 1, 2012, by and between Roman Catholic Archbishop of Boston, a Corporation Sole, ("Landlord") with its principal office located at 66 Brooks Drive, Braintree, Massachusetts 02184-3439, acting on behalf of St. James Parish ("Parish") located in Haverhill, Massachusetts, and the City of Haverhill, ("Tenant") a Massachusetts Municipality with its principal offices located at 4 Summer Street, Haverhill, Massachusetts 01830.

NOW, THEREFORE, in consideration of the mutual conditions and agreements and covenants set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1: REFERENCE DATA & DEFINITIONS: Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1:

- 1.1 Landlord. Roman Catholic Archbishop of Boston, a Corporation Sole
- 1.2 Landlord's Address. 66 Brooks Drive
Braintree, Massachusetts 02184-3439
Attention: Chancellor's Office
- 1.3 Tenant. City of Haverhill
- 1.4 Tenant's Address. 4 Summer Street
Haverhill, Massachusetts 01830
Attention: _____
Telephone: _____
Facsimile No.: _____
Email: _____
- 1.5 Premises. The land and building located at 415
Primrose Street, Haverhill, Massachusetts all as further described in Section 2.1 hereof.
- 1.6 Commencement Date. July 1, 2012.
- 1.7 Term. As defined in Section 2.2 hereof.
- 1.8 Termination Date. June 30, 2015.
- 1.9 Lease Year. "Lease Year" means each twelve consecutive month
period during the Term commencing on the Commencement Date for the first Lease Year, and

commencing on the anniversary of the Commencement Date each Lease Year thereafter, and ending on the day immediately preceding the anniversary of the Commencement Date.

1.10 Annual Base Rent. "Annual Base Rent" means payments by Tenant to Landlord as follows:

Lease Year	Starting Date	Ending Date	Annual Rent (\$)	Monthly Rent (\$)
1	July 1, 2012	June 30, 2013	\$258,300.00	\$21,525.06
2	July 1, 2013	June 30, 2014	\$268,632.00	\$22,386.00
3	July 1, 2014	June 30, 2015	\$279,377.28	\$23,281.44
Option 1	July 1, 2015	June 30, 2016	\$290,552.37	\$24,212.70
	July 1, 2016	June 30, 2017	\$302,174.47	\$25,181.21
Option 2	July 1, 2017	June 30, 2018	\$314,261.44	\$26,188.45
	July 1, 2018	June 20, 2019	\$326,831.90	\$27,236.00

1.11 Rent. "Rent" means the Annual Base Rent plus all Additional Rent.

1.12 Additional Rent. "Additional Rent" means those additional amounts payable to Landlord as provided throughout this Lease.

1.13 Rent Payment Date. As defined in Section 3.1 hereof.

1.14 Permitted Uses. "Permitted Uses" means use of the Premises as more fully described in Section 7 hereof.

SECTION 2: PREMISES & TERM.

2.1 Premises.

(a) Lease Premises. Subject to the provisions of this Lease and all matters of public record, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises, consisting of the adjacent land and building located at 415 Primrose Street, Haverhill, Massachusetts more specifically referred to as shown on Exhibit "A" attached hereto and incorporated by reference.

(b) Common Areas. Tenant may use the common areas of the Premises to the extent necessary and appropriate in connection with tenant's use and access to the Premises and in accordance with the Permitted Uses. Such uses will be subject to reasonable rules and regulations established by Landlord from time to time by suitable notice to Tenant. Landlord may designate and change from time to time the common areas open for such use, provided that such changes do not unreasonably interfere with Tenant's Permitted Uses of the Premises.

(c) Condition of Premises. Tenant acknowledges that it has inspected the

Premises and, by execution of this Lease, agrees to accept the Premises "AS IS." Tenant agrees that Landlord has no obligation to perform any work whatsoever in order to prepare the Premises for Tenant's occupancy under this Lease.

2.2 Term. The term of this Lease (the "Term") shall be the period commencing on the Commencement Date and ending on the Termination Date, unless sooner terminated in accordance with the provisions of this Lease. Tenant shall have two separate options to extend the term for two additional years each by providing notice in writing to the Landlord on or before December 31, 2014 with respect to the first option and, if the first option is exercised, notice in writing on or before December 31, 2016 with respect to the second option.

SECTION 3: RENT, INSURANCE, REAL ESTATE TAXES AND OTHER CHARGES; PAYMENT.

3.1 Rent. Commencing on the Commencement Date, Tenant shall pay Rent without any offset or reduction (except as made in accordance with the express provisions of this Lease) in advance on the first day of each and every calendar month during the Term of this Lease in an amount equal to one-twelfth of the Annual Base Rent plus any unpaid Additional Rent then due and payable; provided, however, that if the Commencement Date falls on a day other than the first day of a calendar month, (i) Tenant's first Rent payment will be made on the Commencement Date and will be in an amount equal to one-twelfth of the Annual Base Rent, multiplied by a fraction, the numerator of which shall be the number of days remaining in the partial calendar month, and the denominator of which shall be the total number of days in such calendar month, plus any unpaid Additional Rent then due and payable and (ii) Tenant's Rent payment for the final calendar month of the Term will be made on first day of the last calendar month during the Term and will be in an amount equal to one-twelfth of the Annual Base Rent, multiplied by a fraction, the numerator of which shall be the number of days remaining in the partial calendar month, and the denominator of which shall be the total number of days in such calendar month, plus any unpaid Additional Rent then due and payable. Each date on which Rent is payable hereunder is referred to as a "Rent Payment Date."

3.2 Insurance, Real Estate Taxes & Other Charges.

(a) Tenant Insurance. Tenant shall, at Tenant's expense and at no expense to Landlord, procure and maintain, in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises, (1) policies of comprehensive general liability insurance and casualty/property insurance (including broad form contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and independent contractor's hazard and completed operations liability) with initial limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate (combined single limit) for property damage, bodily injury or death or such greater amounts as Landlord in its reasonable discretion shall from time to time request, under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional

insureds; (2) medical payment insurance with limits of \$5,000.00 each person and \$25,000 per occurrence, under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds, (3) special form (formerly known as "all-risk") property insurance on a "replacement cost" basis, insuring Tenant's Property (as defined in Section 11.8, herein) and any Improvements (as defined in Section 8, herein) located from time to time in the Premises, whether made by Tenant pursuant to Section 8 or otherwise existing in the Premises as of the Commencement Date under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds; (4) workers' compensation insurance with statutory limits, (5) employer's liability insurance with the following limits: bodily injury by disease per person \$1,000,000.00; bodily injury by accident policy limit \$1,000,000.00; bodily injury by disease policy limit \$1,000,000.00, (6) business automobile liability insurance including owned, hired and non-owned automobiles, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, with such commercially reasonable increases as Landlord may require from time to time, and (7) business interruption insurance insuring interruption or stoppage of Tenant's business at the Premises for a period of not less than twelve (12) months. Tenant may satisfy such insurance requirements by including the Premises in a so-called "blanket" and/or "umbrella" insurance policy, provided that the amount of coverage allocated to the Premises is pursuant to a "per location" endorsement and shall otherwise fulfill the requirements set forth herein. The policies of insurance required to be maintained by Tenant hereunder shall be issued by companies domiciled in the United States and qualified and licensed to conduct business in The Commonwealth of Massachusetts, and shall be rated A:X or better in the most current issue of Best's Key Rating Guide (or any successor thereto). At all times during the Term, such insurance shall be maintained, and Tenant shall cause a current and valid certificate of such policies to be deposited with Landlord. If Tenant fails to have a current and valid certificate of such policies on deposit with Landlord at all times during the Term and such failure is not cured within three (3) Business Days following Tenant's receipt of notice thereof from Landlord, Landlord shall have the right, but not the obligation, to obtain such an insurance policy, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance within ten (10) days after Tenant's receipt of Landlord's request for payment thereof. Tenant's insurance policies shall not include deductibles in excess of Five Thousand Dollars (\$5,000.00).

Such policies shall cover the use and occupation of the Premises and all operations and activities conducted at, on or from the Premises by Tenant, its agents, employees, servants or invitees. Tenant's insurance shall be primary to, and not contributory with any insurance carried by Landlord, whose insurance shall be considered excess only. Each such policy shall provide that it must not be canceled and that its limits must not be reduced without at least thirty (30) days' prior written notice to Landlord and its designees, and that the interests of Landlord and its designees thereunder or therein will not be affected by any breach by Tenant of any policy provision. Evidence of these policies, in the form of insurance certificates reasonably satisfactory to Landlord, must be submitted to Landlord no later than the earlier of thirty (30) days prior to the Commencement Date and thirty (30) days the commencement of any Improvements by Tenant in or about the Premises Tenant shall, if requested, submit the actual policies of insurance to Landlord within ten (10) days of a request therefor in writing. Tenant shall also submit to

Landlord renewal certificates of any expiring policy hereunder within ten (10) days of expiration thereof. If Tenant fails to have a current and valid certificate of such policies on deposit with Landlord at all times during the Term and such failure is not cured within three (3) Business Days following Tenant's receipt of notice thereof from Landlord, Landlord shall have the right, but not the obligation, to obtain such an insurance policy, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance within ten (10) days after Tenant's receipt of Landlord's request for payment thereof. Tenant's insurance policies shall not include deductibles in excess of Five Thousand Dollars (\$5,000.00).

Such insurance must be effected under valid and enforceable policies with insurers authorized to do business in Massachusetts as stock or mutual companies that are rated in the current edition of Best's Key Rating Guide, property and Casualty as A- and as Class VIII or higher. Landlord shall have the right from time to time to increase such minimum limits upon notice to Tenant, provided that any such increase shall provide for coverage in amounts similar to like coverage being carried on like property in the greater Boston area.

(b) Waiver of Subrogation. Notwithstanding anything herein to the contrary, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, licensees, or invitees for any loss or damage to or at the Premises or any personal property of such party therein or thereon by reason of fire, the elements, or any other cause which is covered, or would have been covered, by the insurance coverages required to be maintained by Landlord and Tenant, respectively, under this Lease, regardless of cause or origin, including omission of the other party hereto, its agents, employees, licensees, or invitees. Landlord and Tenant covenant that no insurer shall hold any right of subrogation against either of such parties with respect thereto. This waiver shall be ineffective against any insurer of Landlord or Tenant to the extent that such waiver is prohibited by the laws and insurance regulations of The Commonwealth of Massachusetts. The parties hereto agree that any and all such insurance policies required to be carried by either party shall be endorsed with a subrogation clause, substantially as follows: *"This insurance shall not be invalidated should the insured waive, in writing prior to a loss, any and all right of recovery against any party for loss occurring to the Premises described therein,"* and shall provide that such party's insurer waives any right of recovery against the other party in connection with any such loss or damage.

(c) Tenant's Risk. Tenant agrees to use and occupy the Premises and to use such other portions of the property owned by Landlord as Tenant is herein given the right to use at Tenant's own risk and Tenant assumes liability for any and all injury, loss or damage to any person or property on the Premises or other such property, whether covered by insurance or not. Landlord shall not be liable to Tenant, its employees, agents, invitees or contractors for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to Tenant's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, Improvements to any portion of the Premises or other property owned by the Landlord, any fire, robbery, theft, mysterious disappearance and/or any other crime or casualty, the actions of any other tenants of the Building (if any) or of any other person or persons, or any leakage in any part or portion of the Premises or the Building, or from water, rain or snow that may leak into, or flow from any part of the Premises or the Building, or from drains, pipes or plumbing fixtures in the Building, unless due to the gross negligence or

willful misconduct of Landlord or Landlord's agents, contractors or employees. Any goods, property or personal effects stored or placed in or about the Premises shall be at the sole risk of Tenant, and neither Landlord nor Landlord's insurers shall in any manner be held responsible therefor. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the other property owned by the Landlord or otherwise. Notwithstanding the foregoing, Landlord shall not be released from liability for any injury, loss, damages or liability to the extent arising from any gross negligence or willful misconduct of Landlord, its servants, employees or agents acting within the scope of their authority on or about the Premises; provided, however, that in no event shall Landlord, its servants, employees or agents have any liability to Tenant based on any loss with respect to or interruption in the operation of Tenant's business. The provisions of this Section 3.2(d) shall be applicable from and after the execution of this Lease and until the end of the Term of this Lease, and during any additional period as Tenant may use or be in occupancy of any part of the Premises or of the Building.

(d) Tenant's Other Liability. Tenant further covenants and agrees to restore, repair and replace any furniture, furnishings, fixtures or equipment of Landlord on the Premises which may be lost, damaged or destroyed during the Term of this Lease, except to the extent of Landlord's negligence.

(e) Taxes, Levies and Charges. Real estate taxes and all other government levies and charges, general and special, foreseen and unforeseen, assessed against or levied on the Premises or any betterments and attributable in whole or in part to the Term of the Lease with respect to the Premises, to the extent there are any, shall be imputed to the Tenant. Landlord shall present to Tenant copies of the statements for such real estate taxes and all other government levies and charges promptly after they are received. Tenant shall pay to Landlord, as Additional Rent, an amount equal to the full amount due under such statements on the Rent Payment Date next preceding the date on which such amount is due and payable in accordance with such statements. If Tenant desires to have proceedings instituted for an abatement of any real estate taxes or other such levies or charges upon the Premises and so requests in writing, Landlord may but is not obligated to institute such proceedings, provided, however, in any event, that all costs of such proceeding shall be borne by Tenant. If any abatement is received in accordance with the provisions of this Section 3.2(e), the proceeds thereof, to the extent they represent payments actually made by Tenant to Landlord in accordance with this Section 3.2(e), shall be distributed to Tenant. All remaining proceeds shall be paid to Landlord. Nothing herein shall prevent Landlord, on its own volition, from applying for an abatement of said real estate taxes, levies or charges.

SECTION 4: PAYMENTS

4.1 Payments Accepted. All payments of Annual Base Rent and Additional Rent shall be made to Landlord by check, by wire transfer of immediately available funds or by direct deposit in accordance with account information supplied by Landlord (the "Account"), or to such other person as Landlord may from time to time designate in writing. All payments

to be made hereunder shall be deemed paid when received in the Account as determined by the banking institution at which the Account is maintained.

4.2 Account Information. As indicated above, all payments hereunder shall be made by check payable to the Parish and sent in care of the pastor at the notice address for the Parish provided in Section 14.1 hereof.

4.3 Late Payments and Fees. Intentionally Omitted.

4.4 Default Interest. Any Annual Base Rent, Additional Rent or any other amounts due and payable under this Lease that have not been paid within thirty (30) calendar days of the due date thereof will bear interest from the original due date until paid in full at an annual rate equal to the prime rate as announced from time to time in the *Wall Street Journal*, or if the *Wall Street Journal* shall no longer exist any comparable financial publication, plus three percent (3%) (the "Default Rate"), which will be due and payable as Additional Rent. Such amounts will accrue on a daily basis.

SECTION 5: SECURITY DEPOSIT.

[This Section intentionally deleted]

SECTION 6: UTILITIES; CERTAIN OTHER CHARGES.

Tenant shall pay for all heating and utility costs associated with the Premises, including but not limited to gas, oil, electricity, water and sewer, cable, telephone or other such charges.

SECTION 7: PERMITTED USES

7.1 Operations. Tenant shall use the Premises solely for the purposes of operating an alternative high school and transitional learning center for students with emotional and learning disabilities and an alternative middle high school, Monday through Friday, 7:00 a.m. to 4:00 p.m. and in accordance with the terms and conditions of Section 11.4 of this Lease (the "Permitted Uses"). Tenant may from time to time have occasional use of the Premises for evening and weekend use. Tenant shall not use the Premises for any other purposes or in any way which could reasonably be considered to cause discomfort or annoyance to Landlord or to other tenants or legal occupants of the Building. It is expressly agreed and understood by and between Landlord and Tenant that only Tenant has the use, as set forth in this Lease, of the Premises leased hereunder for the purposes and uses herein stated. Tenant shall not use the Premises in any other manner.

7.2 Landlord's Use of Premises. It is understood that Landlord shall have the right to use the Premises nights and on weekends for Parish Programs or for whatever purposes it deems appropriate during those periods Tenant is not using the Premises or where joint use is possible (e.g., for parking). In the event Landlord utilizes the Premises, Landlord shall be responsible for leaving the Premises in the condition found.

7.3 Cancellation. Notwithstanding anything in this Lease to the contrary the landlord may cancel this Lease Agreement with or without cause by giving thirty (30) days prior written notice to the Tenant. At the conclusion of said thirty (30) day period the term shall expire in the same manner and to the same effect as if it were the expiration of the original term.

SECTION 8: IMPROVEMENTS

8.1 During the Term of this Lease, neither Landlord nor Tenant is obliged by this Lease to make any repairs, replacements, modifications, improvements, alterations or additions of any nature ("Improvements"), other than those specifically provided in this Lease.

8.2 Tenant shall make all essential non-structural interior repairs to the Premises necessitated by Tenant's occupancy and shall keep the Premises in good repair, excepting only ordinary wear and tear, damage caused by fire and other casualty and repairs for which Landlord is expressly responsible under this Lease.

8.3 Except with respect to necessary repairs for which Tenant is obligated to perform under Section 8.2, Tenant shall make no Improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in its sole discretion. All such Improvements will be made solely at Tenant's cost and expense (which Tenant agrees to pay promptly when due) and must be performed in accordance with plans and specifications approved in writing by Landlord, in its sole discretion, prior to being commenced. All such Improvements will be performed in such manner, and by such persons as will not cause any damage to the Premises. Except as otherwise expressly set forth herein, such work will be performed by general contractors first approved by Landlord, which approval will not unreasonably be withheld or delayed. Tenant shall secure and pay for all licenses and permits necessary for any of the foregoing Improvements. Before any such work is started, Tenant shall deliver to Landlord a statement of the names of all its contractors (as approved by Landlord) and the estimated cost of all labor and material to be furnished by them. Tenant shall cause each contractor to carry (i) workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and (ii) comprehensive public liability insurance with such limits as Landlord may reasonably require, but in no event less than a combined single limit of \$1,000,000 (all such insurance insuring Landlord and Tenant as well as the contractors), and, upon request by Landlord, to deliver to Landlord certificates of all such insurance. Landlord may, at its discretion and at the request of Tenant and at Tenant's sole cost and expense, make such Improvements requested by Tenant. All costs associated with such Improvements shall be billed to Tenant and shall constitute Additional Rent.

8.4 If any Improvements are consented to as provided in Section 8.3, Tenant shall, if Landlord notifies Tenant in writing at the time Landlord approves of an Improvement, at the end of the Term remove the same and restore the Premises to the condition and state of construction and arrangement in which they were at prior to the installation thereof, ordinary wear and tear, damage by fire and casualty only excepted (other than to the extent that such casualty is caused by Tenant, its agents, servants, employees and invitees). Landlord may, at its discretion, waive this requirement in writing upon written request from Tenant.

SECTION 9: LANDLORD'S COVENANTS DURING THE TERM

9.1 Landlord covenants during the Term or until earlier termination of this Lease, in each case except for any of the following matters being caused by Tenant, its agents, servants, employees and invitees :

(a) to maintain, repair, and replace as necessary, all structural elements of the Building and Premises, including, without limitation, the roof, the foundation, all load bearing walls and floor slabs of the Building and Premises, and all exterior elements of the Building;

(b) to maintain in good order and repair all electrical, mechanical, plumbing, heating, fire/life safety and mechanical systems serving the Premises;

(c) to repair, replace, and maintain as necessary all asphalt, brick and concrete and other areas of the sidewalks and facade of the building, and exterior and interior common area lighting; and

(d) to provide and maintain adequate connections with local water supply, sewerage systems, electrical and other utilities.

9.2 Quiet Enjoyment. Tenant, on paying the Rent and performing its obligations hereunder, shall peacefully and quietly have, hold, and enjoy the full possession and the use of the Premises throughout the Term. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

SECTION 10: INTERRUPTIONS

10.1 Landlord will not have any liability for, nor will there be any reduction in Rent on account of (a) any power losses, shortages, or any other interruption in the provision of any utilities not caused by Landlord's negligence, (b) Landlord's entering the Premises for any of the purposes authorized in this Lease, or (c) repairing the Premises or any part thereof to the extent permitted in this Lease. In case Landlord is prevented or delayed from making any Improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause beyond Landlord's reasonable control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in this Section 10 or in Section 12, shall Tenant be entitled to any abatement or reduction of Rent by reason thereof.

10.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use its commercially reasonable efforts and all reasonable diligence to avoid unnecessary inconvenience to Tenant by reason thereof.

10.3 Notwithstanding the foregoing, if as a result of negligence of Landlord, the Premises are rendered untenable to such an extent that Tenant is unable to, and does not actually, occupy and use the Premises or a portion thereof for the operation of its business, and if such problem continues for a period in excess of two (2) consecutive business days, Tenant, as its sole remedy, will be entitled to an abatement for Rent to the extent such Rent is attributable to both the portion of the Premises rendered unfit for use and the period for which it is unfit.

SECTION 11: TENANT'S COVENANTS DURING THE TERM.

Without limiting any other covenant of Tenant under this Lease, Tenant covenants, during the Term and such further time as Tenant occupies any part of the Premises:

11.1 Tenant's Payments. To pay when due (a) all Rent; (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, and (c) all other payments required to be made by Tenant under this Lease.

11.2 Yielding Up. At the expiration or termination of this Lease, to peaceably yield up the Premises, and all alterations and additions therein, in good order, repair and condition, reasonable wear and tear, casualty and condemnation only excepted. Prior to yielding up the Premises, Tenant shall remove all goods and effects of Tenant and all of Tenant's Trade Fixtures and any Improvements specified pursuant to Section 8.1 and shall repair all damage caused by such removal and shall leave the Premises in broom clean condition.

11.3 Occupancy and Use.

- (a) To use and occupy the Premises only for the Permitted Uses;
- (b) not to injure or deface the Premises;
- (c) not to use or permit any use of the Premises which will (i) make voidable the insurance covering the Building or its contents, or (ii) increase the premiums for any insurance on the Building or on the contents of the Premises (Tenant hereby agreeing that if such premiums are increased Tenant shall reimburse Landlord for the costs of all such increased insurance premiums caused by Tenant's use of the Premises and all such amounts will constitute Additional Rent and will accrue immediately) or (iii) require any alteration or addition to the Building;
- (d) not to dump, flush, or in any way introduce any hazardous substance or any other toxic substances into the septic, sewage, or other waste disposal system serving the Premises; not to generate, store or dispose of hazardous substances in or on the Premises (excluding normal office and cleaning supplies [and Tenant's inventory], without first submitting to Landlord a list of all such hazardous substances and all permits required therefor and thereafter providing to Landlord on an annual basis Tenant's certification that all such permits

have been renewed with copies of such renewed permits) or dispose of hazardous substances from the Premises to any other location without the prior written consent of Landlord and then only in compliance with the Resource Conservation and Recovery Act of 1976, as amended 42 U.S.C. § 6901 et seq., the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, as amended, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, as amended, and all other applicable laws, ordinances, and regulations;

(e) If the transportation, storage, use or disposal of hazardous substances anywhere on the Premises in connection with Tenant's use of the Premises results in (i) contamination of the soil or surface or ground water or (ii) loss or damage to person(s) or property, then Tenant agrees (1) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (2) after consultation with and approval by Landlord, to clean up all contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend, and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage, Tenant hereby agreeing that this provision shall survive the termination of this Lease and that no consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment, or other compliance with applicable law for and with respect to the foregoing and that it is the specific intent and purpose hereof to ensure that Tenant takes no actions on or at the Premises that would result in either the Premises or Tenant's activities therein failing to comply with any applicable governmental orders or regulations. ("hazardous substances" shall have the meaning as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 and regulations adopted pursuant to said Act);

(f) to notify Landlord of any incident which would require filing of a notice under applicable federal, state, or local law; and

(g) without limiting its obligations pursuant to Sections 7 or 8, (i) to conduct its operations under this Lease in strict compliance with, and not to permit any use or activity contrary to, the laws of the United States (including, without limitation, Title III of the Americans with Disabilities Act if applicable to Tenant's use of the Premises), the laws of The Commonwealth of Massachusetts and the ordinances, standards, rules, and requirements, if any, established by the City of Haverhill or any other state or municipal agency having jurisdiction; (ii) to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Premises and not to be contrary to any codes or standards from time to time established by the National Fire Protection Association (or any successor organization), (iii) to make, at its sole cost and expense, all Improvements to the Premises required by such codes, regulations, ordinances, or laws as a result of Tenant's use of the Premises, and to keep the Premises equipped with all safety appliances so required (Landlord may, if it so elects, make any of the Improvements referred to in this section that affect the Building structure or the Building systems, and Tenant shall reimburse Landlord for the cost thereof on demand, such amounts constituting Additional Rent); at Tenant's sole cost and expense, to procure and pay for all licenses, certificates, and permits necessary for the conduct of its operations hereunder and its occupancy of the Premises

(including, without limitation, payment for any Improvements of any nature which are necessary in order to obtain and maintain all such licenses, certificates, and permits);

11.4 To:

(a) keep the inside and outside of all glass in the doors and windows of the Premises reasonably clean;

(b) replace promptly any cracked or broken glass of the Premises with glass of like kind and quality;

(c) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;

(d) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed (and Tenant shall cause the Premises to be inspected and exterminated on a regular basis by a reputable, licensed exterminator and shall provide Landlord, on request, with a copy of Tenant's contract for such services);

(e) keep all mechanical apparatus free of vibration and loud noise which may be transmitted beyond the Premises; and

(f) Keep the parking areas and access to the Premises and Building free and clear of ice and snow

11.5 To not:

(a) place or maintain any trash, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any corridor, stairway, sidewalk or common area;

(b) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises;

(c) cause or permit objectionable odors to emanate or to be dispelled from the Premises; or

(d) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Building.

11.6 Rules and Regulations. To comply with rules and regulations, as may be reasonably promulgated in good faith and in writing from time to time by Landlord, for the care and use of the Premises and their facilities and approaches and provided such rules and regulations do not unreasonably interfere with the Tenant's use and enjoyment of the Premises

or impose any unreasonable additional costs on Tenant and are not applied or enforced in a discriminatory manner.

11.7 Landlord's Right of Entry. To permit Landlord and Landlord's agents, contractors, and employees entry: (a) upon reasonable notice (except no notice is required in the event of any emergency), and at reasonable times, to make repairs, alternations or substitutions for the protection and maintenance of the Building or Premises or any part thereof; (ii) to examine the Premises upon reasonable notice (except no notice is required in the event of any emergency), at reasonable times in the company of a Tenant representative; (iii) upon not less than five (5) calendar days' prior notice, to remove, at Tenant's expense, any Improvements, signs, shades, awnings, aerials, flagpoles, or the like required to be approved by and not approved by Landlord; and (iv) to show the Premises to prospective tenants during the six (6) months preceding the expiration of the Term and to any prospective mortgagees at all reasonable times upon written notice to Tenant.

11.8 Tenant's Property. All the furnishings, fixtures, furniture, equipment, inventory, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which may be on the Premises during the Term of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, as well as all property that may be brought to the Premises by Tenant ("Tenant's Property"), will remain the personal property of Tenant or such other person and will be at the sole risk and hazard of Tenant, and if the whole or any part thereof is destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause or in any other way or manner, no part of said loss or damage is to be charged to or to be borne by Landlord in any case whatsoever unless and to the extent, subject to the provisions of Section 14.19 hereof, due to the gross negligence of Landlord, its employees, agents, contractors or other representatives.

11.9 Security. To provide, at all times and under all circumstances during the Term of this Lease, adequate security to the Premises and its own personnel.

11.10 Labor or Materialmen's Liens. To pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors, unless Tenant is disputing such items in good faith; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises; and to discharge or bond off any such liens which may so attach within thirty (30) calendar days of notice of the same.

11.11 Holdover. To vacate the Premises immediately upon the expiration or sooner termination of this Lease. If Tenant retains possession of the Premises or any part thereof after the expiration or termination of the Term without Landlord's express prior written consent, Tenant shall pay Landlord Annual Base Rent at double the monthly rate specified in Section 3.1 for the time Tenant thus remains in possession and, in addition thereto, shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Section 11.11 do not exclude or be deemed to constitute a waiver of Landlord's rights of re-entry or any other right hereunder, including,

without limitation, the right to refuse triple the monthly Annual Base Rent and instead to remove Tenant through summary proceedings for holding over beyond the expiration of the Term of this Lease. Such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only.

11.12 Signs. Not to erect any signs visible from the exterior of the Building, excepting the existing sign(s) which have already been approved by Landlord, or in any way alter the exterior of the Premises without Landlord's prior written consent.

11.13 No Transfers. Not to assign, sublet, underlet, mortgage, pledge or encumber all or any part of the Lease or any of Tenant's rights or obligations hereunder.

11.14 Indemnity.

(a) Except to the extent arising from the gross negligence or willful misconduct of Landlord or its agents or employees, to defend, with counsel approved by Landlord, all actions against Landlord, any trustee, manager, member, beneficiary, agent, employee, representative or any other affiliate of Landlord (collectively, "Indemnified Parties"), and to pay, protect, indemnify and save harmless all Indemnified Parties from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature owed to or asserted by any third party arising from or related to (a) injury to or death of any person, or damage to or loss of property, occurring in or on the Premises or connected with the use, condition, or occupancy of any thereof, unless caused by the negligence of Landlord or its servants or agents; (b) violation of any of the provisions of this Lease by Tenant; (c) any act, fault, omission, or other misconduct of Tenant or its agents, employees, representatives, contractors, licensees, invitees, assignees or sublessees; (d) any violation of any federal, state, or local statute, ordinance, or bylaw, including, without limiting the generality of the foregoing, any violation of Title III of the Americans with Disabilities Act arising from or related to this Lease; (e) any charges assessed under state, local, and federal statutes and ordinances governing the use, occupancy, or both, of the Premises; or (f) Tenant's use and occupancy of the Premises.

(b) To indemnify Landlord for all costs and expenses incurred in connection with the reasonable enforcement of the terms and provisions of this Lease.

This Section 11.14 will survive expiration or earlier termination of this Lease.

11.15 Cleaning, etc. The cleaning of the Premises shall be the sole responsibility and at the sole cost and expense of the Tenant. Tenant shall at its sole cost and expense provide such cleaning, janitorial, and maintenance services of the Building and the rest of the Premises as may be reasonably required including, but not limited to, trash removal. Tenant shall also be responsible for keeping the parking areas, walkways, stairs and access to the Premises free of snow and ice.

11.16 Pets. No pets shall be allowed on or in the Premises, except in the case of service animals.

SECTION 12: DAMAGE; DESTRUCTION; CONDEMNATION

12.1 Fire or other casualty.

(a) Subject to the provisions of Section 12.1(b) hereof, in the event during the Term hereof any portion of the Building or Premises shall be partially damaged (as distinguished from "Substantially Damaged" as such term is hereinafter defined) by fire, explosion, casualty or any other occurrence covered or as may be required to be covered by Landlord's insurance as herein provided; Landlord shall forthwith proceed to repair such damage and restore the Building (including the Premises) but exclusive of Tenant's Property and leasehold improvements installed by Tenant, to substantially its condition at the time of such fire, explosion, casualty or occurrence. Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

(b) In the event of a casualty which renders the Building or the Premises unfit for use or occupancy by Tenant, then Landlord will make a determination in its reasonable judgment as to whether or not Landlord, using its commercially reasonable efforts, and proceeding diligently, can repair or restore the Building or Premises (exclusive of Tenant's Property and leasehold improvements installed by Tenant) to their condition prior to said casualty within a period of ninety (90) days from the date of such casualty. Within thirty (30) days of any such casualty, Landlord shall provide Tenant notice of its intent to repair or restore the Building or Premises to their condition prior to such casualty within such 90-day period. If, however, Landlord, exercising its reasonable judgment, determines that said repair or restoration cannot be completed within a period of ninety (90) days from the date of such casualty (in which case the Building and Premises shall be deemed to be "Substantially Damaged"), then either Landlord or Tenant, upon ten (10) calendar days' prior notice, may terminate this Lease without further obligation on either party's part, except for the return of any pre-paid Rent, pro-rated to the time of the casualty. If this Lease is not terminated pursuant to the terms of this Section 12.1(b), then Landlord shall perform such repairs set forth in Section 12.1(c) hereof and Tenant shall perform such repairs as set forth in Section 12.1(d) hereof and the Term shall continue without interruption and this Lease shall remain in full force and effect, except as otherwise expressly provided herein.

(c) If this Lease is not terminated pursuant to the terms of Section 12.1(b) hereof and if Tenant is not then in default of any of its obligations under this Lease beyond any applicable notice and cure period provided for herein, Landlord shall, provided the mortgagee of the Building makes insurance proceeds available for restoration, reconstruct the Building and Premises using such insurance proceeds only (it being understood by Tenant that Landlord shall not be responsible for any reconstruction of leasehold improvements constructed by Tenant, which reconstruction is the sole responsibility of Tenant) to substantially its condition at the time of such damage, but Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control. In the event the repairs and restoration are not completed within said period of ninety (90) days from the date of such casualty, then, at any time thereafter, Tenant may terminate the Lease at its sole election.

(d) If this Lease is not terminated as provided in Section 12.1(b) hereof, Tenant shall, at its own cost and expense, repair and restore leasehold improvements constructed by Tenant in the Premises in accordance with the provisions of this Section 12, including, but not limited to, the repairing or replacement of its merchandise, Trade Fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction. Tenant agrees to commence the performance of its work when notified by Landlord that the work to be performed by Tenant can, in accordance with good construction practices, then be commenced and Tenant shall complete such work as promptly thereafter as is practicable, but in no even more than ninety (90) days thereafter except for causes beyond the Tenant's reasonable control, including governmental permitting.

(e) All proceeds payable from Landlord's insurance policies with respect to the Building shall belong to and shall be payable to Landlord. If this Lease is not terminated as provided in Section 12.1(b) hereof, Landlord shall disburse and apply so much of any insurance recovery as shall be necessary against the cost to Landlord of restoration and reconstruction of the Building and Premises referred to in Section 12.1(c) hereof, subject to the rights of any holder of any mortgage liens against the Building.

(f) In the event that the provisions of Section 12.1(a) or Section 12.1(b) shall become applicable, the Annual Base Rent and Additional Rent will be abated or reduced proportionately during any period in which Tenant may be required to discontinue in whole or in part its business on the Premises, and such abatement or reduction will continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work of restoration or reconstruction as Landlord is obligated to do hereunder (exclusive of any of Tenant's fixtures, furnishings, equipment and the like or work performed therein by Tenant and the prompt completion of any required Tenant leasehold improvements).

12.2 Eminent Domain.

(a) If after the execution and before termination of this Lease, access to the Premises shall be materially reduced as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, or more than ten percent (10%) of the Premises is so taken or conveyed or such lesser amount, if such taking or conveyance otherwise materially interferes with the Tenant's use and enjoyment of the Premises, then, at the election of Tenant, the Lease shall terminate as of the day possession shall be taken by such authority, and Tenant shall pay Rent up to that date, with a pro-rata refund by Landlord of such Rent as will have been paid in advance for a period subsequent to the date of the taking of possession.

(b) If after the execution and before termination of this Lease, as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, access to the Premises is not materially reduced or if less than ten percent (10%) of the Premises is taken or conveyed, or if such taking does not otherwise materially interfere with Tenant's use and enjoyment of the Premises, then, at the election of Tenant, this Lease will terminate only as respects the portions so taken or conveyed, as of the day possession is taken, and Tenant shall pay Rent up to that day, with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking of possession, and thereafter the

Annual Base Rent will be equitably adjusted. Pending agreement of such Rent adjustment, Tenant agrees to pay to Landlord the Annual Base Rent in effect immediately prior to the taking by eminent domain, reduced pro-rata by the square footage taken. Landlord shall, at its expense, make all necessary repairs or alterations so as to reconstitute the remaining portion of the Premises a complete architectural unit and in substantially the same conditions as prior to the taking.

(c) If after the execution and before termination of this Lease, as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, access to the Premises is materially reduced or more than ten percent (10%) of the Premises is taken or conveyed (or if Tenant otherwise has the right to terminate this Lease pursuant to Section 12.2(a)) and Tenant has not elected to terminate, the Term will cease only as respects the part so taken or conveyed, from the day possession is taken, and Tenant shall pay Rent to that date with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking of possession, but Landlord will have the right to terminate this Lease upon notice to Tenant in writing within thirty (30) calendar days after such taking of possession. If Landlord does not elect to terminate the Lease, all of the terms herein provided shall continue in effect except that the Annual Base Rent and Additional Rent will be equitably adjusted, and Landlord shall make all necessary repairs or alterations so as to constitute the remaining portion of the Premises a complete architectural unit and in substantially the same condition as prior to the taking.

(d) All compensation awarded for any such taking or conveyance, whether for the whole or a part of the Premises, except as expressly provided below, will be awarded to Landlord. Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation except as provided below. Notwithstanding any of the foregoing, the Tenant will be entitled to seek a separate award for Tenant's leasehold improvements, leasehold interest, Trade Fixtures, relocation expenses and any other claim permitted by law. In the event of any taking of the Premises or any part thereof for temporary use, this Lease will be and remain unaffected thereby and Annual Base Rent and Additional Rent will be equitably adjusted.

SECTION 13: DEFAULT

13.1 Events of Default. If any default in the payment of Annual Base Rent, Additional Rent or any other monetary obligation due to Landlord by Tenant (a "Monetary Default") is not cured within ten (10) calendar days of written notice of such Monetary Default from Landlord to Tenant, *provided, however*, Landlord shall not be required to give more than two (2) such written notices during any twelve (12) month period, in which case Landlord may exercise its remedies under this Section 13 immediately upon any such Monetary Default; or if any other default under the terms hereof continues for more than thirty (30) calendar days following written notice thereof from Landlord to Tenant plus such additional time, if any, as is reasonably necessary to cure the default if the default is of such a nature that it can be cured but cannot reasonably be cured in thirty (30) calendar days and Tenant is diligently and continuously endeavoring to cure such default; or if Tenant files a petition under any chapter of the U.S. Bankruptcy Code, 11 U.S.C. 101 et seq., as it may be amended, or if any such petition is filed against Tenant and is not dismissed within ninety (90) calendar days; or if Tenant

commences any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment or trust mortgage for benefit of creditors; or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property of Tenant and such appointment as ordered is not dismissed within ninety (90) calendar days; or if the leasehold hereby created is taken on execution or other process of law in any action against Tenant; then, and in any such case, Landlord and the agents and servants of Landlord may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter while such default continues and without further notice, at Landlord's election, do any one or more of the following: (1) give Tenant written notice stating that the Lease is terminated, effective ten (10) calendar days after the giving of such notice or upon a date stated in such notice, as Landlord may elect, in which event the Lease shall be irrevocably terminated as stated in such notice without any further action, or (2) with an execution for possession issued by a court of competent jurisdiction, enter and repossess the Premises as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant, and remove its and their effects, without being guilty of trespass, in which event the Lease shall be irrevocably terminated at the time of such entry, or (3) pursue any other rights or remedies permitted by law. Any such termination of the Lease will be without prejudice to any remedies which might otherwise be used for arrears of Rent or prior breach of covenant, and, in the event of such termination, Tenant shall remain liable under this Lease as hereinafter provided. In any such event, Tenant hereby waives all statutory rights (including, without limitation, rights of redemption, if any) to the extent such rights may be lawfully waived, and Landlord, without notice to Tenant, may store Tenant's effects and those of any person claiming through or under Tenant at the expense and risk of Tenant and, if Landlord so elects, after not less than thirty (30) calendar days' written notice without Tenant's having removed its property from the Premises, may sell such effects at public auction or private sale and apply the net proceeds thereof to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

13.2 Tenant's Obligations after Termination. In the event that this Lease is terminated under any of the provisions contained in Section 13.1, Tenant shall pay forthwith to Landlord, as compensation, the excess of the total Rent reserved for the residue of the Term over the fair market rental value of the Premises for the residue of the Term. In calculating the Rent reserved there shall be included, in addition to the Annual Base Rent and Additional Rent, the value of all other considerations agreed to be paid or performed by Tenant during the residue of the Term. As additional and cumulative obligations after any such termination, Tenant shall also pay punctually to Landlord all the sums and shall perform all the obligations that Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Tenant shall be credited with any amount paid to Landlord pursuant to the first sentence of this Section 13.2 and also with the net proceeds of any Rent obtained by Landlord by re-letting the Premises, after deducting all Landlord's reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services, and expenses of preparing the Premises for such re-letting, it being agreed by Tenant that Landlord may (i) re-let the Premises or any part or parts thereof for a term or terms that may, at Landlord's option, be equal to or less than or exceed the period that would otherwise have constituted the

balance of the Term hereof and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to re-let the same and (ii) make such alterations, repairs, and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to re-let the same, and no action of Landlord in accordance with the foregoing or failure to re-let or to collect rent under re-letting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

13.3 Nothing contained in this Lease will limit or prejudice the right of Landlord to prove and obtain, in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to above.

13.4 Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord has failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying Landlord's defaulted obligation. Tenant shall have no right, for any default by Landlord, to offset or counterclaim against any Rent due hereunder.

SECTION 14: MISCELLANEOUS

14.1 Notices from One Party to the Other. All notices required or permitted hereunder must be addressed to the respective addresses of Landlord and Tenant indicated in Section 1 hereof and must be sent by certified or registered mail, return receipt requested or by a national overnight carrier, with copies in each instance as follows:

With respect to Landlord:

Archdiocese of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Attn: Chancellor

Archdiocese of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Attn: General Counsel

With a copy to:

St. James Parish
6 Cottage Street
Haverhill, Massachusetts 01830

With respect to Tenant:

City of Haverhill
4 Summer Street
Haverhill, Massachusetts 01830
Attn: _____

All notices will be deemed received on the day immediately following the day on which such notice is deposited with the U.S. Postal Service or national overnight carrier, as applicable.

14.2 Bind and Inure. This Lease is binding upon and inures to the benefit of the parties hereto and their respective authorized successors and assigns, except that Landlord named herein and each successive owner of the Premises will be liable only for the obligations accruing during the period of its ownership. No officer, trustee, manager, member, beneficiary, employee or any other affiliate of Landlord will be personally liable or subject to levy, execution or other enforcement procedure against their personal assets for the satisfaction of the remedies of Tenant against Landlord. The reference herein to authorized successors and assigns of Tenant is not intended to constitute consent to assignment from Landlord to Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as permitted by the provisions of this Lease.

14.3 No Surrender. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof will not operate as a termination of this Lease or a surrender of the Premises.

14.4 No Waiver, Etc. The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the rules and regulations referred to in Section 11.6 hereof, whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Annual Base Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty will be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

14.5 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease or at law or in equity.

14.6 Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord may seek injunctive relief regarding any attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any of its obligations (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

14.7 Landlord's Right to Cure. If Tenant defaults at any time in the performance of any obligation under this Lease beyond the applicable notice and grace period or cure period, if any, then, if Tenant has failed to cure or to have commenced to cure such default within five (5) calendar days following an additional written notice to Tenant (but in cases of emergency, no notice will be required), Landlord will have the right, but not the obligation, to enter upon the Premises, if necessary, and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the Default Rate and all necessary and reasonable incidental costs and expenses in connection with the performance of any such act by Landlord) shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

14.8 Estoppel Certificate. Tenant agrees, from time to time, upon not less than thirty (30) calendar days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Annual Base Rent and Additional Rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been modifications, or if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Annual Base Rent, Additional Rent and other charges have been paid. Any such statement delivered pursuant to this Section 14.8 shall be in a form reasonably acceptable to and may be relied upon by a prospective purchaser or mortgagee of the Building or the Premises or any prospective assignee of any such mortgagee.

14.9 Acts of God. In any case where either party hereto is required to do any act and delays are caused by or result from causes beyond such party's reasonable control, these delays will not be counted in determining the time during which the work or cure must be completed, whether such time be designated by a fixed date, fixed time or a "reasonable time" and such time will be deemed to be extended by the period of such delay.

14.10 Submission Not an Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease or demise the Premises, it being understood and agreed that neither Landlord nor Tenant will be legally bound with respect to the leasing of the Premises unless and until this Lease has been executed by both Landlord and Tenant and a fully executed copy has been delivered to each of them.

14.11 Service of Process; Jury Trial Waiver.

(a) TENANT AND LANDLORD EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS LEASE OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS LEASE OR ANY AGREEMENT OR TRANSACTION RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. TENANT AND LANDLORD EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT TENANT OR LANDLORD MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS LEASE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(b) Tenant and Landlord each hereby consents to the service of process in the manner provided for notices under this Lease.

14.12 Severability. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances is declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances will not be affected thereby and will continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there will be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties. Notwithstanding the previous sentence, it is expressly understood and agreed by Landlord and Tenant that if Section 7.3 is severed, found invalid or unenforceable for any reason, this Lease Agreement will terminate upon written notice from Landlord, such termination to become immediately effective upon Landlord giving notice thereof.

14.13 Integration. This Lease supersedes all prior oral or written agreements or understanding concerning the terms hereof and constitutes and represents the complete and final agreement between the parties hereto.

14.14 Headings. The titles of the several Sections contained herein are for convenience only and must not be considered in construing this Lease.

14.15 Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them, respectively.

14.16 Amendments. This Lease may be amended and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant.

14.17 Authority of Tenant. Tenant represents and warrants to Landlord (which representations and warranties shall survive the delivery of this Lease) that: (a) Tenant has the power to execute and deliver and perform its obligations under this Lease; and (b) (i) the execution, delivery, and performance by Tenant of its obligations under this Lease have been duly authorized, and will not violate the organizational documents of the Tenant or any indenture, agreement or other instrument to which it is a party or by which it is bound; and (ii) the signatory to this Lease is duly authorized to execute this Lease on the Tenant's behalf.

14.18 Authority of Landlord. Landlord represents and warrants to Tenant (which representations and warranties shall survive the delivery of this Lease) that: (a) Landlord (i) is a Corporation Sole, established and maintained as a religious corporation pursuant to Chapter 506 of the Massachusetts Acts of 1897, (ii) has the power and authority to carry on businesses now being conducted and is qualified to do business in Massachusetts, and (iii) has the power to execute and deliver and perform its obligations under this Lease; and (b) the execution, delivery and performance by Landlord of its obligations under this Lease have been duly authorized by all requisite organizational action and will not violate the organizational documents of Landlord or any indenture, agreement, or other instrument to which it is a party or by which it is bound.

14.19 Mutual Waiver of Claims. Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage from responsible insurance companies doing business in The Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their insurance companies will have no right of subrogation against the other on account thereof. In the event that an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement will cease for such period of time as such waiver will be effective, but nothing contained in this Section will be deemed to modify or otherwise affect any releases elsewhere contained in this Lease. Notwithstanding the forgoing, each party reserves any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

14.20 Counterparts. This Lease may be executed in any number of counterparts, but all of such counterparts will together constitute but one and the same agreement. In

making proof of this Lease, it will not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Lease by facsimile or other electronic method of transmission will have the same force and effect as delivery of an original executed counterpart of this Lease.

14.21 Limitation on Damages. Neither Landlord nor Tenant will be liable to the other for any consequential damages, including, without limitation, any so-called "lost profits". Nor shall Landlord be liable to Tenant for any reason for any losses resulting from any computer or electronics failures, including, without limitation, any losses or damages suffered in connection with a loss of data.

14.22 Enforcement Expenses. Unless prohibited by applicable law, Tenant agrees to pay to Landlord the amount of all fees and expenses (including, without limitation, attorneys' fees and costs) incurred by Landlord arising out of or resulting from any act or omission by Tenant with respect to this Lease or the Premises, including, without limitation, any breach by Tenant of its obligations hereunder, irrespective of whether Landlord resorts to litigation as a result thereof.

14.23 Interpretation. Unless indicated otherwise, the term "or" in this document is used in the inclusive sense.

14.24 Survival. In addition to those provisions specifically noted as surviving termination of this Lease, the following provisions will survive termination of this Lease: this Section 14.24 (Survival), Section 11.11 (Holdover), and Section 14.1 (Notices). In addition, if the Lease is terminated because of a breach of the Lease by the non-terminating party, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as an instrument under seal and delivered as of the day and year first above written.

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: _____

Title: Assistant Clerk

CITY OF HAVERHILL

By: _____
Mayor

By: _____
City Solicitor
Approved as to Form

Date: _____

HAVERHILL SCHOOL COMMITTEE

By: _____

Date: _____

CITY OF HAVERHILL
MASSACHUSETTS
CITY SOLICITOR'S OFFICE

145 South Main Street
Bradford, MA 01835
(978) 373-2360
FAX: 978/372-0688
EMAIL: billcoxlaw@aol.com

WILLIAM D. COX, JR.
CITY SOLICITOR

July 5, 2012

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

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

RE: Order - Lease of St. James School

As you are aware, the Haverhill Public Schools have been renting St. James School, Primrose Street for many years from the Roman Catholic Archbishop of Boston, acting on behalf of St. James Parish. The current lease expired on June 30, 2012. At this time, they are desirous of continuing the lease of the facility.

The Haverhill Public Schools, through the City Purchasing Agent, issued and advertised a Request for Proposals in accordance with MGL c. 30B. A proposal from the Archdiocese was the only one received.

The Haverhill School Committee approved the new lease at their June 28, 2012 meeting. The lease now requires approval by the City Council in order to allow the Mayor to execute the lease on behalf of the City. Attached hereto is a summary of the terms of the lease provided by Assistant Superintendent of Finance and Operations, Kara Kosmes.

As always, I remain available should you have any questions or concerns.

cc: James J. Fiorentini, Mayor

Haverhill Public Schools



July 5, 2012

William D. Cox, Jr.
City Solicitor
City of Haverhill Massachusetts

Dear Bill:

On June 28, 2012, the School Committee approved a lease with the ArchDiocese of Boston for renewal of the St. James School property located at Primrose Street for a period of three (3) years with two renewal options of two (2) years each.

Because the potential lease is seven (7) years in length, it will also require approval by the City Council.

Attached herein is the information that was provided to the School Committee.

Please place this item on the agenda of the next City Council meeting.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kara M. Kosmes", is written over the typed name.

Kara M. Kosmes
Assistant Superintendent for Finance and Operations

cc: Mr. Scully

Haverhill Public Schools



sc
6/28/12

MEMORANDUM

TO: James F. Scully, Superintendent of Schools
FROM: Kara M. Kosmes, Asst. Supt of Finance and Operations
RE: Renewal of St. James Lease
DATE: June 25, 2012

phm

sc

The lease agreement between the Haverhill School Department and the ArchDiocese of Boston for the St. James School located at Primrose Street is set to expire on June 30, 2012.

Attached please find a copy of the new lease agreement, which will commence on July 1, 2012.

This lease document has been reviewed by both the City Solicitor and the City Purchasing Agent, and it has been found to be in good order and consistent with the terms contained in prior leases that have been executed between both parties.

The lease term is for three (3) years with two (2) additional two (2) year renewal options.

Annual lease payments will increase by four percent (4.0%) per year which is consistent with lease increases over the past five (5) years.

The church has made over \$336,000 in repairs from 2007 through the present which are outlined in the attached letter that was received from Father Murray. In addition, there are future plans to replace all of the windows at an estimated cost of \$180,000.

The Special Ed Director has indicated that the St. James location is ideal for the alternative programs that are located there, and he has indicated that he would like these programs to remain in this building.

Please ask the School Committee to approve the renewal of this lease at the June 28, 2012 meeting.

Thank you.

St. James Parish
6 Cottage Street
Haverhill, MA 01830-4999
(978) 372-8537
www.stjamesrcc@hotmail.com

June 11, 2012

Ms. Kara Kosmes
Assistant Superintendent for Finance and Operations
Haverhill Public Schools
4 Summer Street
Haverhill, MA 01830

Dear Ms. Kosmes,

Thanks again for meeting with Dennis Donovan and myself on June 7th. I believe that the conversation was cordial and straightforward.

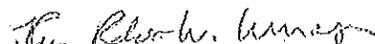
This letter serves to inform you of our choice for method of payment for the rent that we would prefer. It comes after consulting the Archdiocesan Real Estate office, the Parish Finance offices and our local Finance Council members. After consideration, we ask that you please send the payments to us at St. James in quarterly distributions the first month of each quarter. I hope that this helps to diminish the amount of bookkeeping for the Purchasing and Schools departments.

As we discussed, I am attaching a sheet that lists the upgrades and renovations that we have done since I began my term here as pastor. I believe the list is both substantial and substantive. In conversations with the window and roof vendors, both agree that the city should realize a savings for heating costs as a result of additional insulation and upgraded efficient windows.

In addition, I also wish to inform you that as a result of the knowledge that we are continuing our rental agreement, we will go ahead with the window replacement project on the school windows mentioned during the meeting. This is an \$180,500.00 project which will begin and conclude this summer. We also are continuing the asbestos floor abatement and replacing the floors with non-asbestos, industrial grade floors. We have budgeted \$20,000 a year for this until finished. Our other ongoing projects include the painting of the gym ceiling and the ongoing project of painting classrooms. I will work with John DePolo and Ken McDowell to assure a mutually beneficial time and schedule for these projects.

Wishing you a peaceful and relaxing summer, I am

Sincerely yours,


Rev. Robert W. Murray, Pastor

Enc: School expenses 7/1/11 to date

St. James Parish
School Expenses
July 1, 2007 through June 11, 2012

Date	Num	Name	Memo	Amount
07/09/2007	21383	Atlas Alarm	Account #3104	-686.00
09/01/2007	3104	Atlas Alarm	Account #3104	-686.00
10/04/2007	23051	Atlas Alarm	Account #3104	-72.50
12/01/2007	3104	Atlas Alarm	Monitoring service	-109.50
03/06/2008	3104	Atlas Alarm	Monitoring - school	-366.00
05/07/2008	26513	Atlas Alarm	Service Call	-225.00
06/01/2008	3104	Atlas Alarm	monitoring	-111.00
07/12/2008	27043	Atlas Alarm	Account #3104	-392.25
09/02/2008	3104	Atlas Alarm	Account #3104	-799.00
12/01/2008	3104	Atlas Alarm	Account #3104	-111.00
03/20/2009	3104	Atlas Alarm	3101	-376.00
05/01/2009	32020	Atlas Alarm	3104	-89.50
06/01/2009	32755	Atlas Alarm	3104	-78.00
06/01/2009	3104	Atlas Alarm	314	-111.00
09/10/2009	3104	Atlas Alarm	School svc contract 9/09-08/10	-688.00
09/10/2009	3104	Atlas Alarm	school monitoring sep - nov 09	-111.00
10/30/2009	34733	Atlas Alarm	3104	-46.00
01/22/2010	3104	Atlas Alarm	3104	-111.00
03/08/2010	3104	Atlas Alarm	Alarm Monitoring	-386.00
06/08/2010	3104	Atlas Alarm	Alarm monitoring 6/10 -8/10	-111.00
09/24/2010	3104	Atlas Alarm	Fire Alarm Service Contract 09/10 - 8/11	-688.00
09/24/2010	3104	Atlas Alarm	Alarm Monitoring Service	-111.00
12/15/2010	3104	Atlas Alarm	alarm monitoring	-111.00
02/24/2011	10506	Atlas Alarm	Deposit of Alarm Panel	-7,000.00
03/15/2011	3104	Atlas Alarm	smoke Detect SVC Contract - school	-391.00
06/10/2011	3104	Atlas Alarm	smoke Detect SVC Contract - school - repairs	-99.60
06/10/2011	110032	Atlas Alarm	balance due - school alarm syste	-7,113.00
06/30/2011	44213	Atlas Alarm	school inspection	-91.50
06/30/2011	3104	Atlas Alarm	school monitoring	-111.00
07/22/2011	10755	Atlas Alarm	Emergency Lighting repair	-1,130.00
08/18/2011	10818	Atlas Alarm	Emergency Lighting repair	-560.00
09/08/2011	3104	Atlas Alarm	school monitoring	-804.00

05 Rental Property

St. James Parish
School Expenses
July 1, 2007 through June 11, 2012

Date	Num	Name	Memo	Amount
10/21/2011	46481	Atlas Alarm	permit to replace emergency lights	-60.00
12/21/2011	47368	Atlas Alarm	State inspection	-279.00
12/21/2011	3104	Atlas Alarm	monitoring	-111.00
12/23/2011	Quote #11381-1	Atlas Alarm	new pull station	-243.00
03/22/2012	3104	Atlas Alarm	3104	-396.00
09/23/2010	10222	Bruin Corporation of Framingham	Deposit - school windows	-23,000.00
01/24/2011	10449	Bruin Corporation of Framingham	Balance- school windows	-46,000.00
05/03/2011	10622	Bruin Corporation of Framingham	School front door	-2,500.00
05/03/2011	10622	Bruin Corporation of Framingham	Deposit Foyer windows	-7,550.00
07/29/2011	10769	Bruin Corporation of Framingham	School front door	-2,800.00
01/06/2012	11090	Bruin Corporation of Framingham	Balance - Windows school foyer	-7,750.00
04/18/2012	647761-0	Catholic Purchasing Services	floor sealer	-66.65
10/01/2007	Q1023900-2650	City of Haverhill	Q1023900-26504	-994.60
11/06/2007	Q1023900-2650	City of Haverhill	Backflow	-75.00
01/04/2008	Q1023900-2650	City of Haverhill	Q1023900-26504	-461.70
04/03/2008	Q1023900-2650	City of Haverhill	Q1023900-26504	-461.70
08/22/2008	Q1023900-2650	City of Haverhill	Q1023900-26504	-739.23
10/01/2008	Q1023900-2650	City of Haverhill	Q1023900-26504	-298.06
10/10/2008	Q1023900-2650	City of Haverhill	Q1023900-26504	-75.00
01/19/2009	9259	City of Haverhill	Master Box 07322	-180.00
04/06/2009	Q1023900-2650	City of Haverhill	Q1023900-26504	-456.76
07/22/2009	Q1023900-2650	City of Haverhill	school	-672.10
10/09/2009	Q1023900-2650	City of Haverhill	A3732886-15226	-366.60
10/09/2009	Q1023900-2650	City of Haverhill	q1023900-26504	-85.00
01/22/2010	Q1023900-2650	City of Haverhill	Q1023900-26504	-672.10
07/23/2010	Q1023900-2650	City of Haverhill	School	-1,377.98
11/01/2010	Q1023900-2650	City of Haverhill	Q1023900-26504	-366.39
11/01/2010	Q1023900-2650	City of Haverhill	Q1023900-26504	-85.00
01/13/2011	Master Box 7322	City of Haverhill	School Master Box	-180.00
01/20/2011	Q1023900-2650	City of Haverhill	School	-633.15
05/18/2011	Q1023900-2650	City of Haverhill	Q1023900-26504	-872.09
08/05/2011	Q1023900-2650	City of Haverhill	Q1023900-26504	-935.29
10/14/2011	Q1023900-2650	City of Haverhill	Backflow test	-85.00

St. James Parish School Expenses

July 1, 2007 through June 11, 2012

Date	Num	Name	Memo	Amount
11/02/2011	Q1023900-2650	City of Haverhill	1023900-26504	-583.74
02/23/2012	Q1023900-2650	City of Haverhill		-726.57
05/17/2012	7322	City of Haverhill	School	-220.81
05/01/2012	Q1023900-2650	City of Haverhill	School	-689.31
01/22/2010	7322	City of Haverhill Fire Department	Master BoSchool	-180.00
09/08/2009	8673	Edwin A. Martinez	school door	-175.00
01/30/2009	60341	Harold's Locksmith		-35.00
01/23/2011	10447	Kevin Felty	reimbursement school repairs	-127.27
07/12/2007	20600	Kimball Mechanical Services	20600	-1,235.00
07/01/2008	22060	Kimball Mechanical Services	22060	-1,124.00
08/01/2009	23536	Kimball Mechanical Services	School	-1,054.90
08/20/2010	24596	Kimball Mechanical Services	replace gas valves	-920.00
08/20/2010	10184	Kimball Mechanical Services	Boiler repairs	-673.00
09/01/2010	24513	Kimball Mechanical Services	24513	-1,116.00
09/24/2010	24722	Kimball Mechanical Services	school Burner Tubes	-1,017.00
11/19/2010	24933	Kimball Mechanical Services	school - no heat	-72.50
05/13/2011	25489	Kimball Mechanical Services	replace water meter	-2,465.94
05/29/2011	25565	Kimball Mechanical Services	cleaning	-1,116.50
04/27/2009	9440	Logan Masonry & Restoration Inc.	School repair	-2,800.00
07/17/2009	9592	Logan Masonry & Restoration Inc.	School repair	-7,000.00
03/14/2011	10541	Major Clean	clean kitchen	-250.00
03/27/2011	453	Major Clean		-220.00
05/17/2011	460	Major Clean		-550.00
05/31/2011	465	Major Clean		-440.00
06/16/2011	470	Major Clean		-220.00
08/17/2009	9636	Michael A. Farello - Master Electrician	School cafe lights	-1,100.00
07/27/2009	9589	New England Equipment Rentals, LLC	lift for school repair	-646.50
08/01/2009	80532	Pigeon Electric & Appliance, Inc.	80522	-753.81
06/08/2010	81138	Pigeon Electric & Appliance, Inc.	81138	-2,593.91
09/04/2007	Payment No. 1	Professional Roofing Contractors, Inc.		-10,900.00
10/15/2007	8316	Professional Roofing Contractors, Inc.	School Roof Repair	-900.00
01/16/2008	08041	Professional Roofing Contractors, Inc.	School Roof	-1,200.00
02/20/2008	08064	Professional Roofing Contractors, Inc.	School repairs	-1,285.00

**St. James Parish
School Expenses**

July 1, 2007 through June 11, 2012

Date	Num	Name	Memo	Amount
08/28/2008	32865	Professional Roofing Contractors, Inc.	school roof	-89,226.00
08/28/2008	32865	Professional Roofing Contractors, Inc.	school roof	-57,674.00
09/11/2008	32918	Professional Roofing Contractors, Inc.	school roof	-6,136.00
03/20/2009	9072	Professional Roofing Contractors, Inc.	School	-215.00
02/24/2011	10507	Professional Roofing Contractors, Inc.	PO 20098 SNOW REMOVAL	-10,240.00
02/15/2011	4240-9554-5	Sherwin Williams Co.	School repairs	-60.21
04/01/2011	6403-54270	Sherwin Williams Co.	School repairs	-127.39
05/18/2011	97206	Sherwin Williams Co.	School repairs	-26.22
07/29/2011	2377-4	Sherwin Williams Co.	School repairs	-130.96
07/29/2011		Sherwin Williams Co.	School repairs	-365.04
01/18/2012	4240-9554-5	Sherwin Williams Co.	School repairs	-70.41
02/17/2012	4240-9554-5	Sherwin Williams Co.	School repairs	-146.56
11/01/2010	17870	Valley Tree/Ralston Tree Svc.	school	-350.00
02/10/2012	11144	W. J. Grosvenor & Co., Inc.	Tiles - 1st floor rooms school	-936.11
02/27/2012	11178	W. J. Grosvenor & Co., Inc.	Additional Tiles	0.00
02/20/2012	11182	W. J. Grosvenor & Co., Inc.	Additional Tiles	-231.36
03/22/2012	11203	W. J. Grosvenor & Co., Inc.	Tiles 1st & 2nd floor foyer	-1,611.12
Total 05 Rental Property				<u>-336,669.39</u>
TOTAL				<u><u>-336,669.39</u></u>



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

~~ORDER~~

MUNICIPAL ORDINANCE

CHAPTER 213

AN ORDINANCE RELATING TO SIGNS

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 213, as amended, is hereby further amended as follows:

§213-5 Advertising On or Over City Property.

By adding the following at the end of the current section:

“A fee of two hundred (\$200) dollars shall be charged to hang banners over a sidewalk or public way.”

The above changes to be effective upon approval.

Also,

§213-5 Advertising On or Over City Property.

By deleting the following:

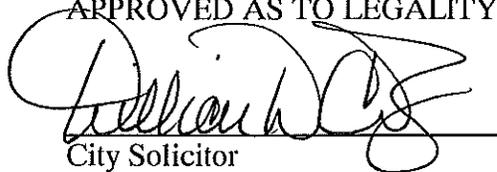
A. “...or hang any banner or sign over any sidewalk, street, highway or other public way, “

Subsection B to be deleted in its entirety and the following inserted in place thereof:

B. “Banners to be attached to a City building or facility advertising a public entertainment or event shall be allowed on a first-come basis for a period of time not to exceed two weeks prior to the event. Banners shall be hung commencing on a Monday, or Tuesday if Monday is a legal holiday, following approval. All such banners shall be hung by the Department of Public Works. The City Council shall demand a suitable surety bond or insurance indemnity policy to save the City harmless from all liability of any nature whatsoever caused directly or indirectly by the hanging of such banners. Preference for the hanging of banners shall be given to persons and/or organizations from within the City.”

The above changes to be effective January 1, 2013.

APPROVED AS TO LEGALITY

A handwritten signature in black ink, appearing to read "William H. [unclear]", written over a horizontal line. The signature is stylized and cursive.

City Solicitor

CITY OF HAVERHILL
MASSACHUSETTS
CITY SOLICITOR'S OFFICE
145 South Main Street
Bradford, MA 01835
(978) 373-2360
EMAIL: billcoxlaw@aol.com

WILLIAM D. COX, JR.
CITY SOLICITOR

July 5, 2012

TO: City Councillor Colin F. LePage,
Chairperson, Administration and Finance Committee

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

RE: Ordinance relating to Signs

Enclosed please find an ordinance I was requested to prepare as a result of an Administration and Finance Committee meeting on April 26, 2012 relative to Chapter 213-5 of the City Code concerning advertising on or over City property.

Enclosed is a copy of the current provisions of the Code, as well as the minutes of the April 26, 2012 meeting, to assist the Council in reviewing the proposed ordinance.

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

cc: Mayor James J. Fiorentini

GENERAL CODE



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CHAPTER 213. SIGNS

- [§ 213-1. Permit required for advertising devices.](#)
- [§ 213-2. Permit required for billboards and advertising devices.](#)
- [§ 213-3. Permit required for postings on fences, walls, trees and poles.](#)
- [§ 213-4. Advertising signs on vehicles.](#)
- [§ 213-5. Advertising on or over City property.](#)

Chapter 213. SIGNS

[HISTORY: Adopted by the City Council of the City of Haverhill as Secs. 23-1, 23-2, 23-3 and 22-43 of the 1963 City Code (Ch. 213 of the 1980 Code). Amendments noted where applicable.]

GENERAL REFERENCES

Projections and encroachments on public ways — See Ch. 222, Art. IV.
 Zoning — See Ch. 255.

§ 213-1. Permit required for advertising devices.

No person shall, in any street or way or other public place, post up or paint any placard, handbill, poster, notice or advertising design, or cut or carve any such notice or advertising design upon any object, nor shall any person erect or maintain any billboards or bulletin boards in any street or way or public place without first obtaining a permit therefor from the Chief of Police.

§ 213-2. Permit required for billboards and advertising devices.

No person shall post, erect, display or maintain in the City on any public way or on private property within public view from any highway, public park or reservation any billboard or advertising device without first obtaining a permit therefor from the City Council. Application for the permit shall be made to the City Council, which shall refer the same to the Planning Board of the City for hearing and report, and notice of the time and place of the hearing shall be given by the Board by publication in a local newspaper at least 10 days before the hearing. This section shall not apply to billboards, etc., already erected, nor shall it include signs, etc., exempted by provisions of MGL c. 93, §§ 29 to 33, inclusive.

§ 213-3. Permit required for postings on fences, walls, trees and poles.

[Amended 5-1-2001 by Doc. 68; 10-26-2010 by Doc. 99-BB]No person shall post on or affix to any fence, wall, tree box, post, pole, including utility poles, or other structure within or bordering on the lines of any public street, way or ground any bill, placard, notice, poster or advertising design without first obtaining from the Chief of Police a permit therefor, nor shall any such matter be posted or affixed to a billboard or bulletin board without the previously obtained consent of the owner thereof.

§ 213-4. Advertising signs on vehicles.

No person shall operate or park a vehicle on any street or highway for the sole purpose of displaying advertising signs, without a permit from the Chief of Police.

§ 213-5. Advertising on or over City property.

[Added 10-26-2010 by Doc. 99-BB]

- A. Unless otherwise provided for within this Code, no person shall place advertising on any building, facility or real property owned or controlled by the City of Haverhill, or hang any banner or sign over any sidewalk, street, highway or other public way, without a permit from the City Council.

- B. Street banners advertising a public entertainment or event shall be allowed on a first-come basis for a period of time not to exceed two weeks prior to the event. Banners shall be hung commencing on a Monday, or Tuesday if Monday is a legal holiday, following approval. All such banners which are to be hung over a sidewalk or public way or attached to a City building or facility shall be hung by the Department of Public Works. The City Council shall demand a suitable surety bond or insurance indemnity policy to save the City harmless from all liability of any nature whatsoever caused directly or indirectly by the hanging of such banners. Preference for the hanging of banners shall be given to persons and/or organizations from within the City.

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CITY COUNCIL

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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

12.1.1

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

MINUTES OF THE ADMINISTRATION AND FINANCE COMMITTEE
MEETING HELD ON APRIL 26, 2012

An Administration and Finance Committee Meeting was held on Thursday, April 26, 2012 at 7:00P.M. in the City Council office, Room 204.

Committee Members present: Committee Chairperson Colin LePage, Councillor Michael McGonagle and Councillor William Macek.

Department Heads: Margaret Toomey, City Clerk and Michael Stankovich, Director-Public Works

Attendees: Marlene Stasinos.

The following documents were discussed:

- 1.) Doc.#10 – Petition from Marlene Stasinos, Stasinos Farms, requesting to hang banner promoting their Pumpkin Festival; hang over intersection of Rte. 125 and Salem St. in Bradford, Oct. 1- Oct. 13, 2012. There was a review and discussion of surrounding communities' policies regarding the hanging of banners from street to street. DPW Director Michael Stankovich estimates it takes three hours to hang this style of banner. After much discussion of the associated costs and liability to the City on this method of displaying banners, a recommendation was made to add a fee of \$200 to each banner application for the remainder of this calendar year and to end the practice of hanging banners street to street effective January 1, 2013. Another recommendation was for the DPW Director to research the feasibility of placing two free-standing poles at a high visibility site from which a banner could be hung utilizing a ground level mounted mechanism affixed to such poles that would raise and lower a banner. It was noted in the discussions that the current ordinance does not specify the monetary value of the surety bond or insurance indemnity policy. A motion was made to recommend these changes to the full Council. Passed unanimously.
- 2.) Doc. #16-D - Order that the sum of \$34,623.00 be transferred from Capital Account – Rail Trail to new Capital Account – Backup Generator – Highway Building. DPW Director Michael Stankovich provided a report listing the minimum power requirements for the DPW facility as previously requested. After review and discussion of the estimated costs of utilizing multiple portable generators along with their limited life span and maintenance, a recommendation was made to obtain a single, permanent mounted 100KW, 3 phase commercial grade generator. Another recommendation was that the appropriation order of \$65,000 from Capital Project – Rail Trails be transferred back to its original source, General Fund Capital Projects; and that a potential acceptable funding source of the \$34,623 for the generator be the budget reserve account of fiscal year 2013 as related to the Snow and Ice account. A motion was made to recommend these changes to the full Council. Passed unanimously.



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of \$417,000 be transferred from the General Fund account *Benefits-Group Insurance* to the School Department.

Haverhill Public Schools

Office of The Superintendent



June 11, 2012

To: Mayor James Fiorentini
From: James F. Scully, Superintendent of Schools
CC: Mr. Benevento; Ms. Kosmes
Re: Transfer

It is hereby requested that the sum of four hundred and seventeen thousand dollars (\$417,000.00) be transferred from the Group Insurance Expense budget to the School Department Salaries budget.

These funds will not be needed in the Group Insurance budget as 571 employees moved to the less expensive Value Option Insurance plan on July 1, 2011 once their collective bargaining agreements were settled.

During the collective bargaining process, it was understood that the health insurance savings achieved from these negotiations would be applied to the school salary budget to offset any FY12 collective bargaining increases.

Last week, Ms. Kosmes and Mr. Benevento met to review these numbers; and Mr. Benevento is in agreement with the calculations.

Thank you.

A handwritten signature in cursive script, appearing to read "Jim Scully".



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum **\$691,082** be transferred to/from the following accounts as stated below to close out **FY2012**:

AMOUNT:	FROM:	AMOUNT:	TO:
\$ 25	Mayor Salary	\$ 2	Council Salary
\$ 250	Assessor Expense	\$ 23	Council Expense
\$ 900	HR Salary	\$ 5,002	Auditor Salary
\$ 3,460	IT Salary	\$ 250	Assessor Salary
\$ 13,550	City Clerk Salary	\$ 73,950	Legal Expense
\$ 270	Conservation Salary	\$ 5,000	Human Resource Expense
\$ 345	Planning Expense	\$ 3,460	IT Expense
\$ 1,446	Fire Expense	\$ 13,550	City Clerk Expense
\$ 528	Bldg/Zoning Salary	\$ 270	Conservation Expense
\$ 30,682	Highway Salary	\$ 345	Planning Salary
\$ 615	Refuse Collection Salary	\$ 4,015	Building Maint Salary
\$ 3,823	Park Salary	\$ 14,545	Building Maint Expense
\$ 1,052	Insp/Health Expense	\$ 1,446	Fire Salary
\$ 554	Senior Center Salary	\$ 4	Public Works Admin Salary
\$120,283	Liability Insurance	\$ 1,378	Public Works Admin Expense
\$380,657	Budget Reserve	\$ 11,450	Highway Expense
\$132,642	Snow & Ice Salary	\$316,348	Snow & Ice Expense
		\$ 63,530	Refuse Collection Expense
		\$ 21,673	Park Expense
		\$ 1,580	Insp/Health Salary
		\$ 554	Senior Center Expense
		\$ 32,424	Veterans Expense
		\$120,283	Benefits-Retirees Medical

FY2012 YEAR END COUNCIL TRANSFERS

Description	Budget	YTD Transactions	Balance	Enc	Budget Balance	Pre Encumbrance	Pending Invoices	Uncommitted Balance	COUNCIL TRANSFERS
Council-Salaries & Wages	\$102,268.03	\$102,269.68	(\$1.65)	\$0.00	(\$1.65)	\$0.00	\$0.00	(\$1.65)	2.00
Council-Office Supplies	\$400.00	\$383.53	\$16.47	\$45.54	(\$29.07)	\$0.00	\$0.00	(\$29.07)	23.00
Council-Office Equipment	\$2,000.00	\$1,991.52	\$8.48	\$0.00	\$8.48	\$0.00	\$0.00	\$8.48	
Mayor-Salaries & Wages	\$193,174.00	\$192,011.39	\$1,162.61	\$0.00	\$1,162.61	\$0.00	\$0.00	\$1,162.61	(25.00)
Auditor-Salaries & Wages	\$197,824.54	\$197,825.76	(\$1.22)	\$5,000.00	(\$5,001.22)	\$0.00	\$0.00	(\$5,001.22)	5,002.00
Assessor-Longevity	\$3,900.00	\$4,150.00	(\$250.00)	\$0.00	(\$250.00)	\$0.00	\$0.00	(\$250.00)	250.00
Assessor-Vehicular Supplies	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	(250.00)
Legal Consultant Services	\$122,047.00	\$177,278.47	(\$55,231.47)	\$0.00	(\$55,231.47)	\$0.00	\$0.00	(\$55,231.47)	55,235.00
Legal-Insurance/Deductible	\$0.00	\$19,989.54	(\$19,989.54)	\$0.00	(\$19,989.54)	\$0.00	\$0.00	(\$18,714.54)	18,715.00
HR-Employee Assis Program	\$7,500.00	\$6,583.00	\$917.00	\$0.00	\$917.00	\$0.00	\$0.00	\$917.00	(900.00)
HR-Physical Exams	\$3,991.00	\$3,989.00	\$2.00	\$0.00	\$2.00	\$0.00	\$4,968.50	(\$4,966.50)	5,000.00
HR-Record Storage	\$707.07	\$534.84	\$172.23	\$0.00	\$172.23	\$0.00	\$178.28	(\$6.05)	
HR-Office Supplies	\$732.93	\$599.18	\$133.75	\$138.93	(\$5.18)	\$0.00	\$0.00	(\$5.18)	
MIS-Salaries & Wages	\$263,352.90	\$255,455.82	\$7,897.08	\$0.00	\$7,897.08	\$0.00	\$0.00	\$7,897.08	(3,460.00)
MIS-Communications	\$73,058.34	\$74,031.42	(\$973.08)	\$0.00	(\$973.08)	\$0.00	\$1,973.38	(\$2,946.46)	3,460.00
MIS-Office Supplies	\$555.42	\$555.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$50.00)	
MIS-Computer Supplies	\$11,045.94	\$10,506.90	\$539.04	\$999.00	(\$459.96)	\$0.00	\$0.00	(\$459.96)	
Clerk-Salaries & Wages	\$190,865.68	\$190,829.11	\$36.57	\$0.00	\$36.57	\$0.00	\$0.00	\$36.57	
Clerk-Overtime	\$3,789.00	\$2,811.03	\$977.97	\$0.00	\$977.97	\$0.00	\$0.00	\$977.97	
Clerk-Precinct Officers	\$63,600.00	\$50,350.86	\$13,249.14	\$0.00	\$13,249.14	\$0.00	\$76.32	\$13,172.82	(13,550.00)
Clerk-Repairs & Maint. Office Equipment	\$2,755.88	\$2,976.67	(\$220.79)	\$0.00	(\$220.79)	\$0.00	\$0.00	(\$220.79)	
Clerk-Advertising	\$7,513.35	\$7,250.22	\$263.13	\$1,420.23	(\$1,157.10)	\$0.00	\$134.82	(\$1,291.92)	
Clerk-Election Materials/Supplies	\$11,166.70	\$10,578.13	\$588.57	\$12,604.29	(\$12,015.72)	\$0.00	\$0.00	(\$12,015.72)	13,550.00
Conservation-Salaries & Wages	\$53,739.10	\$53,231.88	\$507.22	\$0.00	\$507.22	\$0.00	\$0.00	\$507.22	(270.00)
Conservation-Office Supplies	\$110.00	\$98.08	\$11.92	\$0.00	\$11.92	\$0.00	\$0.00	\$11.92	
Conservation-Vehicular Supplies	\$693.73	\$674.48	\$19.25	\$0.00	\$19.25	\$0.00	\$0.00	\$19.25	
Conservation-Field Equipment Supplies	\$496.27	\$796.19	(\$299.92)	\$0.00	(\$299.92)	\$0.00	\$0.00	(\$299.92)	270.00
Economic Dev-Salaries & Wages	\$117,738.04	\$118,074.50	(\$336.46)	\$0.00	(\$336.46)	\$0.00	\$0.00	(\$336.46)	345.00
Economic Dev-Overtime	\$2,342.00	\$2,346.84	(\$4.84)	\$0.00	(\$4.84)	\$0.00	\$0.00	(\$4.84)	
Economic Dev-Repairs & Maint. Office Equipment	\$3,026.00	\$3,025.68	\$0.32	\$0.00	\$0.32	\$0.00	\$0.00	\$0.32	
Economic Dev-Advertising	\$3,000.00	\$2,501.55	\$498.45	\$250.00	\$248.45	\$0.00	\$0.00	\$248.45	(345.00)
Economic Dev-Office Supplies	\$1,798.72	\$1,563.68	\$235.04	\$149.35	\$85.69	\$0.00	\$0.00	\$85.69	
Economic Dev-Directors Expense	\$240.00	\$86.25	\$153.75	\$7.35	\$146.40	\$0.00	\$0.00	\$146.40	

FY2012 YEAR END COUNCIL TRANSFERS

Description	YTD		Budget		Pre		Pending		Uncommitted		COUNCIL TRANSFERS
	Budget	Transactions	Balance	Enc	Balance	Encumbrance	Invoices	Balance			
Building Maint.-Overtime	\$102.74	\$4,115.77	(\$4,013.03)	\$0.00	(\$4,013.03)	\$0.00	\$0.00	(\$4,013.03)		4,015.00	
Building Maint - Electricity	\$88,317.00	\$93,875.74	(\$5,558.74)	\$5,144.39	(\$10,703.13)	\$0.00	\$2,411.11	(\$13,114.24)		14,545.00	
Building Maint - Heat	\$57,428.09	\$58,698.04	(\$1,269.95)	\$0.00	(\$1,269.95)	\$0.00	\$0.00	(\$1,269.95)			
Building Maint-City Hall Bldg Maint	\$6,778.19	\$6,778.19	\$0.00	\$0.00	\$0.00	\$0.00	\$156.00	(\$156.00)			
Fire-EMT Stipend	\$86,008.76	\$96,008.76	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.00	(\$1,446.00)		1,446.00	
Fire-Hazardous Materials	\$69,906.46	\$63,700.00	\$6,206.46	\$0.00	\$6,206.46	\$0.00	\$0.00	\$5,320.76		(5,320.00)	
Fire-Computer Supplies	\$31,000.00	\$28,996.15	\$2,003.85	\$2,003.85	\$0.00	\$0.00	\$5,363.40	(\$5,363.40)		3,874.00	
Building Inspection-Salaries & Wages	\$209,351.05	\$208,822.86	\$528.19	\$0.00	\$528.19	\$0.00	\$0.00	\$528.19		(528.00)	
Public Works Admin - Salaries	\$37,392.86	\$37,396.50	(\$3.64)	\$0.00	(\$3.64)	\$0.00	\$0.00	(\$3.64)		4.00	
Public Works Admin - Office Supplies	\$474.73	\$506.49	(\$31.76)	\$0.00	(\$31.76)	\$0.00	\$0.00	(\$31.76)			
Public Works Admin - Travel	\$5,747.33	\$7,092.65	(\$1,345.32)	\$0.00	(\$1,345.32)	\$0.00	\$0.00	(\$1,345.32)		1,378.00	
Highway-Salaries & Wages	\$695,225.61	\$575,299.00	\$29,926.61	\$0.00	\$29,926.61	\$0.00	\$0.00	\$29,926.61		(28,953.00)	
Highway-Overtime	\$114,348.00	\$111,629.94	\$2,718.06	\$0.00	\$2,718.06	\$0.00	\$0.00	\$2,718.06		(1,729.00)	
Highway-Longevity	\$16,550.00	\$16,100.00	\$450.00	\$0.00	\$450.00	\$0.00	\$0.00	\$450.00			
Highway-Repair & Maint Equip	\$59,776.09	\$60,448.79	(\$672.70)	\$475.71	(\$1,148.41)	\$0.00	\$0.00	(\$1,148.41)		1,729.00	
Highway-Clean-Up Program	\$48,485.24	\$45,080.30	\$3,404.94	\$3,597.55	(\$192.61)	\$0.00	\$0.00	(\$192.61)			
Highway-Office Supplies	\$7,543.47	\$7,931.28	(\$387.81)	\$0.00	(\$387.81)	\$0.00	\$0.00	(\$387.81)			
Highway-Vehicular Supplies	\$51,425.03	\$61,145.55	(\$9,720.52)	\$0.00	(\$9,720.52)	\$0.00	\$0.00	(\$9,720.52)		9,721.00	
Snow/ice-Salaries & Wages	\$16,956.68	\$16,956.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Snow/ice-Overtime	\$215,408.88	\$82,766.45	\$132,642.43	\$0.00	\$132,642.43	\$0.00	\$0.00	\$132,642.43		(132,642.00)	
Snow/ice-Repairs & Maint. Vehicles	\$86,750.00	\$130,694.25	(\$43,944.25)	\$0.00	(\$43,944.25)	\$0.00	\$0.00	(\$43,944.25)			
Snow/ice-Truck Hire	\$74,087.44	\$266,244.61	(\$192,157.17)	\$0.00	(\$192,157.17)	\$0.00	\$0.00	(\$192,157.17)		316,348.00	
Snow/ice-Rock Salt & Sand	\$85,750.00	\$165,996.40	(\$80,246.40)	\$0.00	(\$80,246.40)	\$0.00	\$0.00	(\$80,246.40)			
Refuse Collection & Disp - Salaries	\$57,333.45	\$56,718.02	\$615.43	\$0.00	\$615.43	\$0.00	\$0.00	\$615.43		(615.00)	
Refuse Collection & Disp - Equipment Lease	\$6,480.00	\$6,153.72	\$326.28	\$0.00	\$326.28	\$0.00	\$0.00	\$326.28			
Refuse-Contract-Disposal Area	\$1,192,939.00	\$1,269,288.71	(\$76,349.71)	\$0.00	(\$76,349.71)	\$0.00	\$0.00	(\$76,349.71)		62,915.00	
Refuse-Contract-Pick Up & Hauling	\$1,544,000.00	\$1,543,999.92	\$0.08	\$0.00	\$0.08	\$0.00	\$0.00	\$0.08			
Refuse-Recycling	\$26,277.00	\$26,851.56	(\$574.56)	\$0.00	(\$574.56)	\$0.00	\$0.00	(\$574.56)		615.00	
Landfill Legal & Consulting	\$242,000.00	\$157,984.36	\$84,015.64	\$10,947.18	\$73,068.46	\$60,000.00	\$0.00	\$13,068.46			
Parks-Salaries & Wages	\$226,605.47	\$222,982.12	\$3,623.35	\$0.00	\$3,623.35	\$0.00	\$0.00	\$3,623.35		(3,823.00)	
Parks-Repairs & Maint. Vehicles	\$18,666.93	\$19,625.95	(\$959.02)	\$0.00	(\$959.02)	\$0.00	\$0.00	(\$959.02)			
Parks-Tree Removal	\$51,368.56	\$72,064.22	(\$20,695.66)	\$0.00	(\$20,695.66)	\$0.00	\$0.00	(\$20,695.66)		21,673.00	

FY2012 YEAR END COUNCIL TRANSFERS		YTD		Budget		Enc		Pre		Pending		Uncommitted		COUNCIL	
Description	Budget	Transactions	Balance	Enc	Balance	Encumbrance	Invoices	Balance	TRANSFERS	Balance	Invoices	Balance	TRANSFERS		
Health/Inspection-Salaries & Wages	\$164,774.74	\$164,774.74	\$0.00	\$0.00	\$0.00	\$0.00	\$740.00	(\$740.00)	1,052.00						
Health/Inspection-Longevity	\$4,250.00	\$4,200.00	\$50.00	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00							
Health/Inspection-Boot Allowance	\$1,485.34	\$2,375.00	(\$889.66)	\$0.00	(\$889.66)	\$0.00	\$0.00	(\$889.66)	528.00						
Health/Inspection-Advertising	\$500.00	\$454.42	\$45.58	\$0.00	\$45.58	\$0.00	\$0.00	\$45.58							
Health/Inspection-Office Supplies	\$3,369.25	\$3,271.25	\$98.00	\$98.00	\$0.00	\$198.00	\$0.00	(\$198.00)							
Health/Inspection-Computer Supplies	\$676.41	\$0.00	\$676.41	\$0.00	\$676.41	\$0.00	\$0.00	\$676.41							
Health/Inspection-Travel	\$1,157.05	\$310.00	\$847.05	\$0.00	\$847.05	\$0.00	\$0.00	\$847.05	(1,052.00)						
Health/Inspection-Dues and Memberships	\$825.00	\$704.00	\$121.00	\$0.00	\$121.00	\$0.00	\$0.00	\$121.00							
Senior Ctr-Salaries & Wages	\$49,773.96	\$46,202.98	\$3,570.98	\$0.00	\$3,570.98	\$0.00	\$0.00	\$3,570.98	(554.00)						
Senior Ctr-Repairs & Maint. Office Equipment	\$1,600.00	\$2,153.88	(\$553.88)	\$0.00	(\$553.88)	\$0.00	\$0.00	(\$553.88)	554.00						
Veterans-Cash Payments	\$684,474.00	\$715,315.85	(\$30,841.85)	\$0.00	(\$30,841.85)	\$0.00	\$0.00	(\$30,841.85)	32,424.00						
Veterans-Burial	\$4,968.44	\$6,000.00	(\$1,031.56)	\$0.00	(\$1,031.56)	\$0.00	\$0.00	(\$1,031.56)							
Veterans-Office Supplies	\$1,381.06	\$1,931.05	(\$549.99)	\$0.00	(\$549.99)	\$0.00	\$0.00	(\$549.99)							
Benefits-Retiree Medical Claims	\$190,750.00	\$301,352.42	(\$110,602.42)	\$0.00	(\$110,602.42)	\$0.00	\$9,680.21	(\$120,282.63)	120,283.00						
Liability Insurance Premiums	\$760,875.00	\$549,349.45	\$211,525.55	\$0.00	\$211,525.55	\$0.00	\$5,908.56	\$205,616.99	(120,283.00)						
Other-Budget Reserve	\$466,819.00	\$0.00	\$466,819.00	\$0.00	\$466,819.00	\$0.00	\$0.00	\$466,819.00	(380,657.00)						

CITY COUNCIL

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ROBERT H. SCATAMACCHIA
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citycncl@cityofhaverhill.com

June 28, 2012

TO: Margaret Toomey
City Clerk

RE: **Reconsideration - Document #71**

Dear Madame Clerk:

I respectfully request a reconsideration of two votes taken relative to Document #71, a Municipal Ordinance, Waterfront Interim Planning Overlay District; At the end of Section 255-7 add the following: Waterfront Interim Planning Overlay District, Add a new Section 255-18.2, as follows: Section 255-182. Waterfront Interim Planning Overlay District, at the City Council meeting held on June 26, 2012 at the City Council Chambers. I was on the prevailing side of both votes taken on Document #71.

The two votes taken were: 1. To send the proposed ordinance to the Planning and Development Committee of the City Council for further review, and 2. A vote on the proposed ordinance.

Sincerely,

Colin LePage
City Councillor

c: John A. Michitson, President, City Council
City Councillors

Filed June 14 2012

DOCUMENT 71

CITY OF HAVERHILL

In Municipal Council June 26 2012

~~XXXXXX~~ MUNICIPAL ORDINANCE

CHAPTER

WATERFRONT INTERIM PLANNING OVERLAY DISTRICT

TO SEE IF THE CITY COUNCIL WILL VOTE TO AMEND THE ZONING ORDINANCE BY MAKING THE FOLLOWING CHANGES REGARDING THE WATERFRONT INTERIM PLANNING OVERLAY DISTRICT:

Item 1. At the end of Section 255-7 add the following:
Special Waterfront Interim Planning Overlay District WIPOD

Item 2. Add a new Section 255-18.2, as follows:

SECTION 255-18.2 WATERFRONT INTERIM PLANNING OVERLAY DISTRICT

A. PURPOSE. The purpose of the Waterfront Interim Planning Overlay District (WIPOD) is to provide a temporary zoning and regulatory system for the development of land within the district while the City engages in comprehensive planning studies. Downtown Haverhill's waterfront along the Merrimack River has been the subject of significant commercial and residential growth. Such growth may have an adverse impact on the natural environment, the City's infrastructure and service capacity, traffic, the local economy, neighborhood character, and open space. The WIPOD provides a mechanism to allow for growth that promotes sound land use planning goals and objectives during the course of the City's comprehensive planning studies.

B. APPLICABILITY. The WIPOD shall be construed as an overlay district. All requirements of the underlying zoning districts shall remain in full force and effect, except where the requirements of the WIPOD are more restrictive; in such cases, the requirements of the WIPOD shall supersede and, where applicable, provide standards and requirements in addition to those set forth in the underlying zoning regulations.

C. USE RESTRICTIONS. The following uses shall require a special permit from the City Council pursuant to this Section 255-18.2:

1. The development of two (2) or more dwelling units, whether attached or detached, in a single calendar year on a property, or set of contiguous properties, in common ownership or control on the effective date of this Section 255-18.2;
2. The development of more than 2,000 gross square feet of nonresidential space, regardless of the use;

For Hearing Zoning- Wipod June 26 2012



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3. Alteration, expansion, or change to any existing nonresidential building, structure or use that will result in the development of more than 2,000 gross square feet of new space, regardless of the use;
4. Any nonresidential development requiring the provision of five (5) or more new parking spaces.

D. EXEMPTIONS. The following uses are specifically exempt from this Section 255-18.2:

1. Uses exempted by G.L. c.40A, s. 3; and
2. Dwelling units for low and/or moderate income families or individuals as set forth in G.L. c. 40B;

E. SPECIAL PERMIT CRITERIA. In addition to any standards and criteria set forth elsewhere in this Ordinance, the City Council shall consider, in assessing an application for a special permit in the WIPOD, the impact of the proposed development upon the following:

1. The promotion of physical access to or along the Merrimack River. The ordinance shall be interpreted so as to encourage physical access by the public to the river and to discourage developments which prevent or block physical access to the river.

Physical access may include but not be limited to the following:

- Public an/or private dock, marina and wharfs along the river;
- Public walkways along the river;
- Public access to boardwalks, walking and biking trails, and walkways along the river;
- Easements and licenses for the public to gain access to the river
- Other legal mechanisms which provide for public physical access to the river;

2. The promotion of visual access to or along the Merrimack River;
3. Downtown character, including building design, architecture, and visual aesthetics;
4. Municipal services, including water, sewer, drainage, parks, and open space;
5. Consistency with the City's Master Plan goals and objectives for the Downtown waterfront.

F. DECISION. The City Council may grant a special permit upon a determination, after consideration of all of the factors set forth in Section 255-18.2.E, that the proposed development will not adversely impact the WIPOD during the term of this Section 255-18.2, as set forth below.

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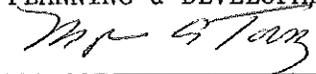
G. CONDITIONS. In addition to any other conditions authorized by the Ordinance, the City Council may grant a special permit in the WIPOD subject to on or more of the following conditions:

- 1. The provision of an easement benefiting the City to or along the Merrimack River;
- 2. The siting of buildings or improvements so as to promote visual access to the Merrimack River;
- 3. The siting of proposed construction perpendicular to the Merrimack River;
- 4. Other measures to promote the City's Master Plan goals and objectives for the Downtown waterfront.

H. TIME LIMITATION. The provisions of this Section 255-18.2 shall expire six months from the date of adoption; provided, however, that by vote of the City Council before said date, the provisions of this Section 255-18.2 may be extended for an additional six months in order to continue municipal comprehensive planning studies necessary to promote orderly growth in the WIPOD. In the event such action is taken by the City Council prior to expiration, these provisions shall not be construed to have lapsed on such date.

I. SEPARABILITY. The provisions of this Section 255-18.2 are hereby declared separable and if any provision shall be held invalid or unconstitutional, it shall not be construed to affect the validity or constitutionality of any of the remaining provisions of this Section 255-18.2.

NOT PASSED and
REFER TO PLANNING & DEVELOPMENT DEPARTMENT

Attest: 

City Clerk

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT

ROBERT H. SCATAMACCHIA
VICE PRESIDENT

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WILLIAM H. RYAN
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citycncl@cityofhaverhill.com

July 5, 2012

TO: Members of the City Council

Council President John A. Michitson wishes to introduce Mr. Edward Barrett to discuss concerns about Carrington Estates.

John A. Michitson, President
City Council

CITY COUNCIL

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July 3, 2012

TO: Mr. President and Members of the City Council

Councillor Scatamacchia would like to request a discussion about signage at Columbus Park.


City Councillor Robert H. Scatamacchia

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VICE PRESIDENT

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July 3, 2012

Mr. President and Members of the City Council

Councillor Sven Amirian would like to discuss a traffic issue at the intersection of Jaffarian Road and Main Street.


City Councillor Sven Amirian 632

CITY COUNCIL

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DOCUMENTS REFERRED TO COMMITTEE STUDY

#5-L/10	Communication from Councillor Macek requesting to propose the enactment of a Safe Building Ordinance.	NRPP	2/23/10
74-X/11	Communication from Co. Amirian requesting a discussion about proposed pig farm at Boxford Road	Planning & Dev.	9/27/11
4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
12-E	Communication from Councillor Scatamacchia requesting to introduce Vincent Kissel to speak regarding safety issues at Kenoza Avenue and Newton Road	Planning & Dev	1/17/12
12-O	Communication from Councillor LePage requesting a discussion regarding City financial obligations and deficit projections for current fiscal year & beyond	A & F	2/7/12
40-D	Communication from Councillor Daly O'Brien requesting a discussion re: the issue of charging an annual fee to non-profit properties in lieu of taxes with religious and government properties being exempt.	A & F	4/3/12
40-F	Communication from Councillor Daly O'Brien requesting to discuss lighting in the area of the parking garage	Public Safety	5/8/12