



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, January 31, 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:

NO SCHEDULE

5.2. Non-Confirming Appointments:

5.2.1. Forestry Management Committee: *Leonard Russo* (Exp: January 31, 2013)

Attachment

6. PETITIONS

6.1. Application from *Ryan Wilson of Alfa Aesar* requesting to modify Flammable Storage License - limits of existing Flammable Storage at 30 Bond st (**Hearing Apr 10 2012**) Attachment

6.2. Handicap Parking

6.2.1. Renewal Application for Handicap Parking Sign for Carol Gaudette, 95 Bellevue av
Attachment

6.2.2. New Application for Handicap Parking Sign for Donna M Stasio, 16 Jackson st
Attachment

6.2.3. New Application for Handicap Parking Sign for Judith Francis, 64 Grove st
Attachment

6.2.4. New Application for Handicap Parking Sign for Lester Karniej, 25 Hillside st
Attachment

6.3. Petition from Thomas B Hodgson/Livingston Development Corp requesting permission to open Birch av to install water & sewer hook-ups for 2 new single family homes
Attachment

6.3.1. Order, grant permission to Thomas B Hodgson to excavate on 39 Birch av to install water & sewer services to 2 new single family homes
Attachment



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, January 31, 2012 at 7:00 PM
City Council Chambers, Room 202

7. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

7.1. Communications from Councilors

- 7.1.1. Communication from Councilor Michitson requesting to introduce Mary Beth Maranto, Tilton School Principal & Diane Franz of Team Haverhill to discuss the youth mentoring program at Tilton School during National Mentoring Month Attachment
- 7.1.2. Communication from Councilor Daly O'Brien requesting to introduce members of the Haverhill High School Building Committee Attachment
- 7.1.3. Communication from Councilor Daly O'Brien requesting a discussion regarding street signage on Merrill av Attachment
- 7.1.4. Communication from Councilor McGonagle requesting the removal of a handicap parking space at 97 Laurel av Attachment

8. HEARINGS AND RELATED ORDERS

8.1. Zoning Amendment Change

- 8.1.1. Document 117-B/11, petition from William Pillsbury Jr Economic Development and Planning Director for Hearing for a Zoning Amendment – Change Affordable Housing *Favorable recommendation from Planning Board* Attachment
- 8.1.2. Document 117-B/11, Ordinance re: Zoning, Amend section 255-97 Affordable Housing **(Filed 12/21/11)** Attachment

8.2. Special Permit Modification

- 8.2.1. Document 3, petition Attorney Gary Sackrider for applicant Ken Stoll of White Cedar, LLC requesting Special Permit Modification for project granted in 2005 at 68-75 River st; to modify the 2005 parking arrangements **(Maps on File)** Attachment
- 8.2.2. Comments from Department(s) Attachment

8.3. Special Permit to Build Multi Family Housing

- 8.3.1. Document 71/2011, application for Special Permit from Attorney Waldron for applicant Michael Lefevre to build multi family housing—9 residential condos Units for property on River st Assessors Map 534, block 4, Lot 19 Attachment
- 8.3.2. Memo from Planning Board, Re: Special Permit for River Street Attachment
 - 8.3.2.1. Communication from Attorney James Waldron for applicant MCL Contracting requesting to *Continue* Hearing to April 10 2012 Attachment



CITY OF HAVERHILL CITY COUNCIL AGENDA

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8.4. Ordinance Naples Road

8.4.1. Document 72/2011, Petition from Attorney Waldron for applicant Joseph DiPrimo requesting to Discontinue a portion of Naples rd
Attachment

8.4.2. Document 72/B/11, Order: That the following street herein described be discontinued;
Naples rd Attachment

8.4.2.1. Communication from Attorney James Waldron for applicant MCL contracting requesting to *Continue* Hearing to April 10 2012
Attachment

9. UNFINISHED BUSINESS OF PRECEDING MEETINGS

9.1. Document 20, Petition from Marie Shepard requesting City/North Shore Home Consortium release and remove the Affordable Housing Restrictions as recorded at the Essex South Registry of Deeds for her condo Unit 107 at 70 Washington st; Book 26415, Page 153 and Book 26864, Page 564
Attachment

9.1.1. Related communication from William Pillsbury/Economic Development & Planning Director to *approve* the request to remove the Affordable Housing Restrictions as stated
Attachment

10. MOTIONS, ORDERS AND RESOLUTIONS

10.1. Ordinance re: Parking, **Delete** Handicap Parking, 35 Oak ter **(File 10 days)**
Attachment

10.2. Appropriate & Transfer \$21,705.87 from Insurance Reimbursement Exceeding \$20,000 to Capital Project – Fire Department Ladder Truck
Attachment

10.3. Proclamation – National Mentoring Month, January 2012
Attachment

11. COUNCIL COMMITTEE REPORTS

NO SCHEDULE

12. COMMITTEE STUDY LISTS

12.1. Documents referred to Committee Study
Attachment

13. ADJOURN



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

January 23, 2012

City Council President John Michitson
& Members of the City Council

RE: Forestry Management Committee

Dear Council President & Members of the City Council:

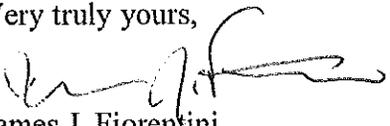
I hereby appoint:

Leonard Russo of 20 Fairmount Ave.

to the Forestry Management Committee.

This is a non-confirming appointment. This appointment takes effect immediately and expires January 31, 2013.

Very truly yours,


James J. Fiorentini
Mayor

JJF/lk

cc: Leonard Russo
Rob Moore, Conservation Officer

Hearing April 10 2012 6.1

Note: Complete upper portion of form and forward to local fire department. Do not make application to Department of Fire Services.

100.00



Commonwealth of Massachusetts

Department of Fire Services - Office of the State Fire Marshal



City or Town _____ Date _____

APPLICATION FOR LICENSE

For the lawful use of the herein described building... or other structure..., application is hereby made in accordance with the provisions of Chapter 148 of the General Laws, for a license to use the land on which such building... or other structure... is/are or is/are to be situated, and only to such extent as shown on plot plan which is filed with and made a part of this application.

Location of land 30 BOND STREET (Street & Number) Nearest cross street SHELLEY ROAD

Owner of land JES REALTY TRUST Address PO Box 949 MIDDLETON MA 01949

Number of buildings or other structures to which this application applies ONE

Occupancy or use of such buildings CHEMICAL STORAGE / WAREHOUSE

Total capacity of containers in gallons: - Aboveground CLASS 1A 2,000 Gal CLASS 1B 3,000 Gal Underground CLASS 1C 6,000 Gal

Kind of fluid to be stored in containers: - Flam Solids 7,000 lbs.

Approved [Signature] Disapproved [Signature] (Head of Fire Dept.) 3 2012 (Date)

[Signature] (Signature of Applicant) 978-521-6494 30 BOND ST WARD HILL (Address)



Commonwealth of Massachusetts

Department of Fire Services - Office of the State Fire Marshal



City or Town _____ Date _____

LICENSE

In accordance with the provisions of Chapter 148 of the General Laws, a license is hereby granted to use the land herein described for the lawful use of the building... or other structure... which is/are or is/are to be situated thereon, and as described on the plot plan filed with the application for this license.

Location of land 30 Bond Street (Street & Number) Nearest cross street Shelley Road

Owner of land Jes Realty Trust Address PO Box 949 Middleton MA 01949

Number of buildings or other structures to which this application applies One

Occupancy or use of such buildings Chemical Storage/Warehouse

Total capacity of containers in gallons: - Aboveground Class 1A 2,000 Gal Class 1B 3,000 Gal Underground Class 1C 6,000 Gal Flam Solids 7,000 lbs

Kind of fluid to be stored in containers: -

Restrictions - If any: _____

Signature of licensing authority _____ Title _____

THIS LICENSE OR A PHOTOSTATIC OR CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY POSTED IN A PROTECTED PLACE FOR WHICH IT IS GRANTED.

Alfa Aesar®

A Johnson Matthey Company

RECEIVED

2012 JAN 25 A 11: 08

CITY CLERKS OFFICE
HAVERHILL, MASS.

26 Parkridge Road
Ward Hill, MA 01835 USA

T: 1-978-521-6300

F: 1-978-521-6350

E: info@alfa.com

www.alfa.com

January 24, 2012

City Clerk
City of Haverhill
City Hall, Room 118
Haverhill, MA 01830-5876

RE: Application to Modify Flammable Storage License

Dear Sir or Madam,

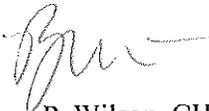
Alfa Aesar has submitted an application to modify the flammable storage limits at its 30 Bond Street warehouse in Ward Hill, Massachusetts. Alfa Aesar has been in operation in Ward Hill for 22 years supplying laboratory chemicals and materials for research and development. Flammable materials stored on-site consist of an inventory of research chemicals stored in non-bulk aboveground containers ranging from 1 gram to 4 liters. In addition, a limited number of 55-gallon drums are temporarily stored on-site. All materials are stored in flammable rooms with extensive fire detection, suppression and containment systems.

Alfa Aesar has submitted an application to modify its flammable storage license for 30 Bond Street dated September 6, 1989.

Type	1989 Storage Limit	Modified Storage Limit
Flammable Liquid Class IA	1,900 gallons	2,000 gallons
Flammable Liquid Class IB	900 gallons	5,000 gallons
Flammable Liquid Class IC	400 gallons	6,000 gallons
Flammable Solids	3,000 pounds	7,000 pounds

Please review the application to modify our flammable storage license. If you have any questions, don't hesitate to contact me.

Sincerely,



Ryan P. Wilson, CHMM
QEHS & Sustainability Manager
Alfa Aesar, a Johnson Matthey Company
26 Parkridge Road
Ward Hill, MA 01835 USA
tel. 1-978-521-6484 / fax 1-978-521-6421e

Form FP-2, 10-1-73-10310

BACK-UP

28-C

OLD License



The Commonwealth of Massachusetts DEPARTMENT OF PUBLIC SAFETY—DIVISION OF FIRE PREVENTION 1010 COMMONWEALTH AVENUE, BOSTON

Haverhill Sept 6, 1989 (City or Town) (Date)

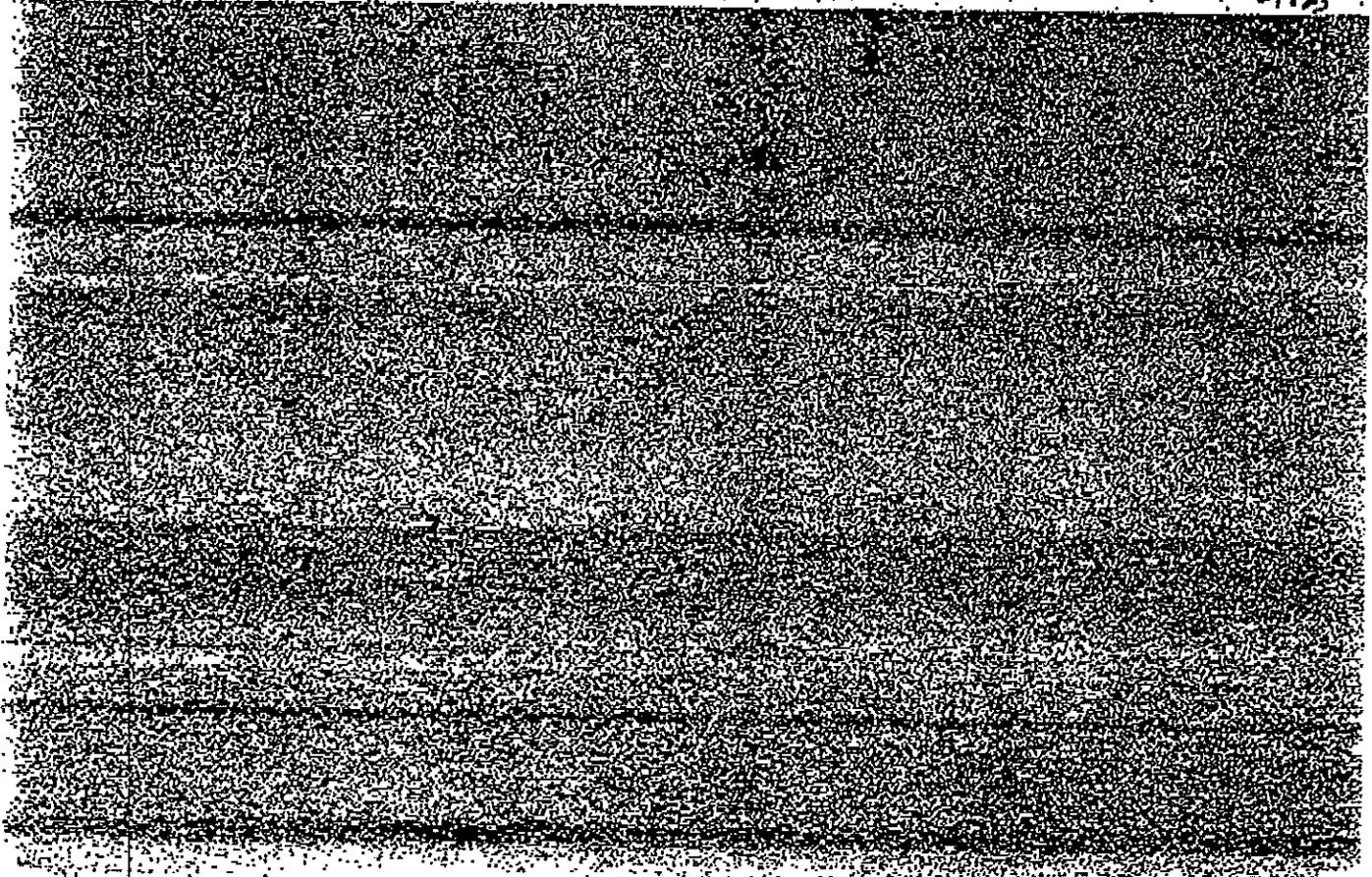
APPLICATION FOR LICENSE

AM CITY COUNCIL: September 12, 1989 VOTED: That Hearing be held October 3 1989 Attest: Nancy J. ...

For the lawful use of the herein-described building... or other structure... application is hereby made in accordance with the provisions of Chapter 148 of the General Laws, for a license to use the land on which such building... or other structure... is/are to be situated, and only to such extent as shown on plot plan which is filed with and made a part of this application.

Location of land: 30 Bond Street; Nearest cross street: Shelley Road; Owner of land: JES Realty Trust; Address: Box 949 Middleton, MA 01949; Occupancy or use of each building: Office, Warehouse; Kind of fluid to be stored in tanks: Class A 1900 gal, Class B 400 gal, Class C 400 gal; Approved—Disapproved: 09-08-89; Signature: Warren E. ...; Signature of Applicant: Johnson Matthew Catalog Co. ...

IN CITY COUNCIL: October 3, 1989 HEARING CLOSED AND GRANTED RECEIVED



CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

*NEW _____
*RENEWAL X

DATE OF REQUEST 11/8-11 DATE OF APPROVAL _____

NAME: Carol Sawdette

ADDRESS: 95 Bellevue Ave

TELEPHONE #: 603-560-6954

VEHICLE TYPE: Kia Sedona Min-van

PLATE #: 8407-EE

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

If yes, why is there a need for a handicap parking sign? _____
I have limited walk mobility.

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

If yes, location? in front of house

X Carol Sawdette
Applicant Signature

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

✓ Approve _____ Denied

_____ Reason for denial

Alan R. P. [Signature]
Chief of Police Signature

_____ Approve _____ Denied

_____ Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

Complete Application on File in Clerk's Office

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

6.2.2

*NEW _____
*RENEWAL _____

DATE OF REQUEST 11-10-11 DATE OF APPROVAL _____

NAME: Donna M Stasio

ADDRESS: 16 Jackson St Apt 1

TELEPHONE #: 978-914-7472

VEHICLE TYPE: PT Cruiser (saden)

PLATE #: 32TP33

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

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

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

If yes, location? _____

x Donna M Stasio
Applicant Signature

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

Approve _____ Denied

_____ Reason for denial

Alan R. P. [Signature]
Chief of Police Signature

_____ Approve _____ Denied

_____ Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

Complete Application on file in Clerk's Office

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

*NEW _____
*RENEWAL _____

DATE OF REQUEST 12-4-11 DATE OF APPROVAL _____

NAME: Judith FRANCIS

ADDRESS: 64 Grove Street Haverhill

TELEPHONE #: 978-3727462

VEHICLE TYPE: SATURN AURA

PLATE #: 37JL40

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

If yes, why is there a need for a handicap parking sign? she goes to Sarah's Monthw Fri AND when it snow's and we clean out front so the Handicap Van, can get her, some one else takes the space

Did you have a handicap parking sign at a previous address? Yes No AND the van ends up in the Road

If yes, location? _____ I do have a card some leave them out front for days

x Marian Francis my husband Paul
Applicant Signature and I have Permanent Guardianship

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

Approve Denied

Reason for denial

Alan R. P. P.
Chief of Police Signature

Approve Denied

Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

Complete application on file in Clerk's Office

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

*NEW
*RENEWAL

DATE OF REQUEST 11-26-11 DATE OF APPROVAL _____

NAME: LESTER MARWIEJ

ADDRESS: 25 HILLSIDE ST HAVERHILL MA

TELEPHONE #: 978-556-9443

VEHICLE TYPE: TOYOTA CAMRY

PLATE #: HP 95 AT

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

If yes, why is there a need for a handicap parking sign? People park blocking my entry to my house. MANY TIMES I use a walker and I can not get by.

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

If yes, location? _____

x [Signature]
Applicant Signature

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

Approve Denied

Reason for denial

[Signature]
Chief of Police Signature

Approve Denied

Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

Complete application on file in Clerk's Office

LIVINGSTONE DEVELOPMENT CORP.
P.O. BOX 50
TEWKSBURY, MA 01876
(978) 640-1611
Fax (978) 640-1611

RECEIVED
JAN 26 2012
OFFICE OF CITY ENGINEER
Haverhill, MA

January 20, 2012

Honorable City Council
4 Summer Street
Haverhill, MA 01830

Re: Street Opening 39 Birch Ave.

Dear Council Members:

I respectfully request permission to open Birch Ave for the purpose of installing water and sewer hook-ups for two new single family homes to be built.

All work will be done in accordance with the Engineering and Highway Departments Standards under the direct supervision of the Highway Department.

Thank you in advance for your anticipated cooperation in this matter. If you have any questions or concerns feel free to contact me (978) 815-4847.

Sincerely,



Thomas B. Hodgson
President

Cc: Engineering Dept.



Haverhill

Engineering Department, Room 214
Tel: 978-374-2335 Fax: 978-373-8475
John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

January 26, 2012

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
MEMBERS OF THE CITY COUNCIL**

Subject: *Birch Avenue, 2 Lots at formerly #39*

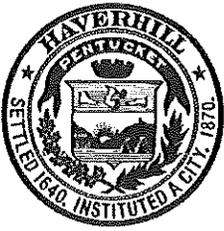
I am supportive of the request to open Birch Avenue for sewer and water services for the proposed dwellings at the subject lots. Site plans have been submitted for the lots and are currently going through the approval process. The contractor has committed to performing the work in accordance with our standards.

Please contact me if you have any questions.

Sincerely,

John H. Pettis III, P.E.
City Engineer

C: Mayor Fiorentini, Stankovich, Ward, Cox
Livingstone Development



Document

CITY OF HAVERHILL

In Municipal Council

ORDERED: That the City Council approve the request of Thomas Hodgson to Excavate on Birch Ave at #39 for the purpose of installing water & sewer services to two new single family homes. Birch Ave has been rebuilt within the last 5 years and in accordance with the Chapter 222, Section 11, Notice abutters; restrictions on future paving of the 1981 Municipal Ordinances. Council approval is necessary.

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT

ROBERT H. SCATAMACCHIA
VICE PRESIDENT

MICHAEL J. HART
WILLIAM H. RYAN
SVEN A. AMIRIAN
MICHAEL S. MCGONAGLE
WILLIAM J. MACEK
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

7.1.1

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

January 26, 2012

TO: Members of the City Council

Council President John A. Michitson wishes to introduce Mary Beth Maranto, Tilton School Principal, and Diane Franz of Team Haverhill to discuss the youth mentoring program at Tilton School during National Mentoring Month.

John A. Michitson, President
City Council

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT

ROBERT H. SCATAMACCHIA
VICE PRESIDENT

MICHAEL J. HART
WILLIAM H. RYAN
SVEN A. AMIRIAN
MICHAEL S. MCGONAGLE
WILLIAM J. MACEK
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

7.1.2

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

January 27, 2012

TO: Mr. President and Members of the City Council

Councillor Mary Ellen Daly O'Brien would like to introduce members of the Haverhill High School Building Committee.

Mary Ellen Daly O'Brien
City Councillor Mary Ellen Daly O'Brien

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT

ROBERT H. SCATAMACCHIA
VICE PRESIDENT

MICHAEL J. HART
WILLIAM H. RYAN
SVEN A. AMIRIAN
MICHAEL S. MCGONAGLE
WILLIAM J. MACEK
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

7.1.3

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

January 27, 2012

TO: Mr. President and Members of the City Council

Councillor Mary Ellen Daly O'Brien requests a discussion regarding street signage on Merrill Avenue.

Mary Ellen Daly O'Brien
City Councillor Mary Ellen Daly O'Brien

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT

ROBERT H. SCATAMACCHIA
VICE PRESIDENT

MICHAEL J. HART
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CITY OF HAVERHILL

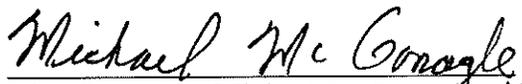
HAVERHILL, MASSACHUSETTS 01830-5843

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4 SUMMER STREET
TELEPHONE: 978-374-2328
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www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

January 27, 2012

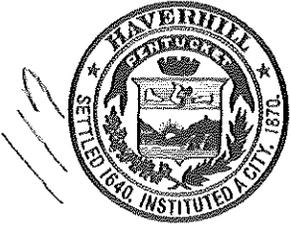
TO: Mr. President and Members of the City Council:

Councillor Michael McGonagle requests the removal of a handicap parking space at 97 Laurel Avenue as it is no longer needed.


City Councillor Michael McGonagle *652*

Name of Street Location	Regulation	Hours/Days
From the intersection of Winter Street to the driveway to Nos. 111 to 113, east side [Added 8-27-2002 by Doc. 137]	No parking	24 hours/Mon. through Sun.
From the intersection of Granville Street to the intersection of Hilldale Avenue; east side [Added 8-27-2002 by Doc. 137-E]	No parking	24 hours/Mon. through Sun.
From the intersection of Broadway to 60 ft. south of the intersection of Hillside Street; west side [Added 8-27-2002 by Doc. 44-W]	No parking	24 hours/Mon. through Sun.
Lamoille Avenue [Added 10-12-1993 by Doc. 26-R]		
In front of No. 6 Lamoille Avenue (except 1 24-hour handicapped parking space at No. 6)	No parking	8:00 a.m. through 6:00 p.m.
Laurel Avenue		
From No. 113 to No. 97 (a distance of 180 ft.), east side	No parking	—
* In front of No. 97 Laurel Avenue, except for 1 24-hour handicap parking space at No. 97 [Added 8-10-2010 by Doc. 16-S]	No parking	24 hours
From South Elm Street to the north property line of No. 98, west side	No parking	—
In front of No. 113 Laurel Avenue [Added 2-17-1998 by Doc. 23-D; repealed 12-10-2002 by Doc. 137-V]		
Along the east side of Laurel Avenue from 97 to 117 [Added 3-20-2001 by Doc. 8-D ¹³]	Resident only parking	24 hours
Lawrence Street [Added 1-23-1996 by Doc. 18]		
In front of No. 24 Lawrence Street (except for 1 24-hour handicapped parking space at No. 24) [Added 10-8-2002 by Doc. 29-W]	No parking	24 hours
In front of No. 36 Lawrence Street [Added 8-10-2004 by Doc. 12-J; repealed 11-10-2009 by Doc. 58-H]		
Both sides, from Kenoza Avenue to a point 80 ft. north of Kenoza Avenue	No parking	—
LeBlanc Street [Added 3-15-2005 by Doc. 32-B; repealed 2-27-2007 by Doc. 14-D]		
LeRoy Avenue [Added 7-22-1997 by Doc. 47-B]		

13. Editor's Note: Resident-only parking in front of No. 113 Laurel Avenue was repealed 12-10-2002 by Doc. 137-X.



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

December 16, 2011

TO: City Council President Michael J. Hart and members of the Haverhill City Council

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

SUBJECT: Zoning Amendment—Change to Affordable Housing

As a result of the significant changes in market conditions as it relates to affordable housing, and based on concerns raised by the current language of the ordinance which does not contain a waiver provision, after consultation with the city Solicitor and the Mayor, I am filing the attached proposed zoning amendment for review by the council.

Please refer the matter to the planning board for a hearing on January 11, 2012, and schedule a hearing for the city council on the matter on January 31, 2012. Thank you for your attention to this matter.

IN CITY COUNCIL: December 20 2011

REFER TO PLANNING BOARD and

VOTED: that COUNCIL HEARING BE HELD JANUARY 31 2012

Attest:

City Clerk

*See Ordinance
Dnc. 117-B/11*



CITY OF HAVERHILL
MASSACHUSETTS 01830

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

PLANNING BOARD

January 17, 2012

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

RE: Zoning Ordinance Amendment for Affordable Housing—255-97

Members Present: Timothy Connors, Celeste Hynick, Roy Wright, James Cronin, Jack Everette, Joseph Sullivan, Bob Driscoll and Paul B. Howard

Members Absent: NONE

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

Dear City Council President & City Councilors:

The Haverhill Planning Board at its regularly scheduled meeting held on 1/11/12, Wednesday Evening, at 7:00 p.m. in the City Council Chambers, Room 202, motioned to send a favorable recommendation to the City Council for the above-cited zoning ordinance amendment. Jack Everette read the rules for a public hearing and informed the people in the audience to leave their name and address if they wanted to be informed of any appeal filed for hearings held at this meeting. Paul Howard chaired the meeting and asked the petitioner to come forward.

Planning Director William Pillsbury spoke on this matter for the affordable housing zoning ordinance amendment. He informed the board and the people in the audience that he would be presenting this evening on behalf of the city. It was noted what the city was doing. This request was characterized as a technical amendment to the zoning ordinance which was really a stop gap measure which he guessed was the way he would explain it. He noted that the city has some issues with our affordable housing ordinance the way that it was currently written and the way that it was structured right now that really makes it ineffective. There were some initiatives underway to rewrite that and actually had a consultant that was working with us in zoning to re-write that and to come up with a very good state of the art inclusionary

**Zoning Amendment for Affordable Housing—Chapter 255 -97
1/11/12 Planning Board Meeting**

zoning ordinance. It was just not done... it is not complete but in the meantime the city solicitor wanted us to move forward with this amendment which basically does one thing. This zoning amendment would allow the City Council in their review of any multifamily project to entertain the granting of a waiver to the affordable housing requirement based on market conditions. The reason it was based on that was because of the way the ordinance in many cases right now the way the formula works out the affordable units must be sold to the higher price than the market rate unit. So that obviously is not creating affordable housing but creating a mess. So we were trying to correct that in interim basis with this minor amendment, a technical amendment and hoped that we would be back fairly soon with a full blown inclusionary ordinance that would be really the best practices that were out there right now in terms of trying to create affordable housing in the regular mainstream projects that cities and towns do. The planner noted that he would answer any questions that you have but would also ask for a favorable recommendation to the City Council on this zoning amendment for affordable housing.

Chairman Paul B. Howard asked if there were any questions from the board members. There were no questions asked from the board members. No one in the audience came forward to speak in favor or in opposition. The chairman closed the public portion of the hearing and turned it over to a vote. The chairman asked for a motion.

MOTION

Member Bob Driscoll motioned to send a favorable recommendation to the City Council on this zoning amendment to affordable housing. Member Celeste Hynick seconded the motion. Members Timothy Connors, Celeste Hynick, Roy Wright, James Cronin, Jack Everette, Joseph Sullivan, Bob Driscoll and Paul B. Howard voted to send a favorable recommendation to the City Council. No Members were absent. Motion passed.

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

Signed,


Paul B. Howard
Chairman 

Cc: Zoning Ordinance Amendment File 2012 for Affordable Housing
Mayor James Fiorentini
City Council (original)
City Clerk (copy)
City Engineer
City Solicitor William Cox

RECEIVED

2011 DEC 21 P 3: 07



CITY CLERK'S OFFICE
HAVERHILL, MASS.
CITY OF HAVERHILL
MASSACHUSETTS 01830

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

PLANNING BOARD

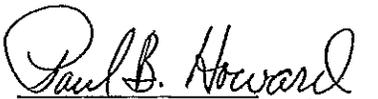
**Haverhill Planning Board
PUBLIC HEARING NOTICE
1/11/12 Planning Board Meeting**

The Haverhill Planning Board will hold its public hearing on Wednesday, January 11, 2012, Wednesday Evening at 7:00 P.M. in Room 202, Haverhill City Hall to hear the petitions listed below.

Zoning Amendment for Affordable Housing—The City of Haverhill forwards a request to the City Council to amend the existing zoning ordinance Chapter 255-97. (Advertise: 12/29/11 & 1/5/12)

River Street Special Permit—The applicant, MCL Contracting/Michael Lefevre and owner, Joseph DiPrimo, requested that the board forward a recommendation to the City Council to allow construction of 9 residential units on a vacant parcel of land in the RU Zone. See Assessors Map 534, Block 4, Lot 19. Merrimack Engineering Services prepared the plan. (Continued from 8/10/11, 10/12/11, 12/14/11)

Street Discontinuance for portion of Naples Road—The applicant/owner, Joseph DiPrimo requested that the board forward a recommendation to the City Council to discontinue a portion of Naples Road, Merrimack Engineering Services prepared the plan. (Continued from 8-10-11, 10/12/11, 12/14/11)


Paul B. Howard
Chairman 

Dated: 12/21/11
Advertise: 12/29/11 & 1/5/12

CC: File Copy
Mayor James Fiorentini
City Depts. Via e-mail
Owner/Applicants/Representatives
Surrounding Towns
E.O.C.D
Ron Tuell
Ed English
Community development—Room 309
John Pettis III, City Engineer



James J. Florentini
Mayor

Richard B. Borden
Fire Chief

Haverhill Fire Department

Fire Prevention / Investigation Unit

D/C William F. Laliberty
Lieut. Richard Beaudoin
Insp. Steven Trocki



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

RECEIVED
DEC 28 2011

Econ Devlp & Planning
& B.O.A.

December 28, 2011

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

Re: Zoning Ordinance Amendment/ 255-97/ Affordable Housing

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

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

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

So as long as the waiver provisions for Affordable Housing do not include the ability to waive Public Safety Regulations as set forth in 780 CMR, MSBC, 527 CMR, Massachusetts Fire Prevention Regulations and any other state or city ordinance, the fire department does not have any other objections to the zoning ordinance amendment of 255-97.

Respectfully,

William F. Laliberty
Deputy Fire Chief



R E C E I V E D
DEC 22 2011

Econ Devlp & Planning
& B.O.A.

Haverhill

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

MEMO TO: William Pillsbury, Economic Development and Planning Director
FROM: Robert E. Moore, Jr., Environmental Health Technician 
DATE: December 22, 2011
RE: Zoning Ordinance Amendment – City of Haverhill
Section 255-97J, Affordable Housing

I have reviewed the forwarded information pertaining to the subject application. On behalf of the Conservation Commission, I offer no objections to this proposal.



Haverhill

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

Doc # 117
?

December 16, 2011

TO: City Council President Michael J. Hart and members of the Haverhill City Council

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

SUBJECT: Zoning Amendment—Change to Affordable Housing

As a result of the significant changes in market conditions as it relates to affordable housing, and based on concerns raised by the current language of the ordinance which does not contain a waiver provision, after consultation with the city Solicitor and the Mayor, I am filing the attached proposed zoning amendment for review by the council.

Please refer the matter to the planning board for a hearing on January 11, 2012, and schedule a hearing for the city council on the matter on January 31, 2012. Thank you for your attention to this matter.

117-B 2011



DOCUMENT 117-B //

CITY OF HAVERHILL

In Municipal Council December 20 2011

ORDERED:

AN ORDINANCE RELATING TO ZONING

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 255, Section 97 of the Code of the City of Haverhill, as amended, being and is hereby further amended by adding the following:

§255-97. Affordable housing.

J. "Any of the above requirements for affordable housing may be waived by application to the City Council. Said applications shall only be granted for reasons of general and/or site specific economic conditions which make the imposition of these requirements overly burdensome and not in the best interests of the City."

APPROVED AS TO LEGALITY:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk

for hearing Jan 31 2012

Gary S. Sackrider
 Attorney at Law
 6 Harris Street
 Newburyport, Massachusetts 01950

Hearing 8.2.1
 January 31
 2012

Tel: 978-352-2741
 Email: sackrider@verizon.net

December 6, 2011

Michael J. Hart, President
 Haverhill City Council
 4 Summer Street
 Haverhill, Massachusetts 01830

RE: Special Permit Modification for 68-74 River Street

Dear Mr. President and Members of the City Council:

I represent Ken Stoll of White Cedar, LLC. In 2005, the Haverhill City Council granted a special permit on the application of River Rock Realty Trust for use changes at 68-74 River Street in Haverhill, Massachusetts. (See Certificate of Decision attached.) The original application called for the creation of 10 residential units and a parking deck. The work on the primary structure is almost totally complete. However, it has recently been determined that the construction of the parking deck is not economically feasible.

White Cedar, LLC (or its nominee) has a written agreement to purchase 68-74 River Street, (Assessor's Map 501, Block 227, Lots 2 & 3) with certain contingencies. White Cedar, LLC (or its nominee) also has a written agreement with contingencies to purchase from the City of Haverhill a near by vacant lot (Assessor's Map 500, Block 228, Lot 6) consisting of 6,295 square feet. Title for both parcels is intended to be taken in the name of SFRE, LLC, if all of the contingencies can be worked out. The primary contingency is to obtain approval from the Haverhill City Council to modify its 2005 decision so as to allow:

- (a) the applicant to modify the 2005 parking conditions so that the parking deck will not be constructed and instead, the land upon which the garage was to be located and the off-site land located approximately 600 feet away at 210-218 Washington Street will be substituted to meet the parking requirements and
- (b) the modified special permit is to be granted in the name of SFRE, LLC.

The 2005 plan and approval called for 15 spaces of off street parking. The proposed modification would provide 21 spaces of off street parking.

3
For your review, I am attaching a copy of a plan prepared by Robert M. Grasso of Engineering Land Services, L.C. showing the off site parking on 210-218 Washington Street, as well as at 68-74 River Street.

The property at 68-74 River Street borders the Merrimack River and both properties are located within the CG zoning district. The existing structure is a 4 story, brick building consisting of 10 residential units.

We believe that the proposed changes will not be detrimental to the public good nor derogate from the intent and purposes of the zoning by-laws for several reasons:

- (a) The total number of off street parking spaces would be 21;
- (b) A city owned property (on Washington Street) would be returned to productive use and added to the tax base.
- (c) This currently vacant building would no longer be an attraction for vandals or trespassers who might use it for illegal purposes;
- (d) The neighborhood's view of the river from River Street would be open and not obstructed by a parking deck; and
- (e) There will be fewer water drainage issues to address.

We request that you grant this modification of your 2005 decision and allow SFRE, LLC to proceed to convert these essentially unused properties into productive properties. This would serve the best interests of the community as a whole.

Yours truly,



Gary S. Sackrider

IN CITY COUNCIL: January 3 2012
VOTED: that COUNCIL HEARING BE HELD
JANUARY 31 2012

Attest:

City Clerk

27
24
76



2006010900244 Bk:25268 Pg:509
01/09/2006 11:49:00 OTHER Pg 1/27

RECEIVED

2005 SEP 28 A 11:04

CITY OF HAVERHILL
MASSACHUSETTS

CITY CLERKS OFFICE
HAVERHILL, MASS.

CERTIFICATION OF DECISION

I, the City Clerk of the City of Haverhill, hereby certify that the City Council NOTICE OF DECISION on the application of:

River Rock Realty Trust Alan Aulson "River Rock Condominiums"

APPLICANT & OWNER (IF DIFFERENT)

for a special permit to: Build condos - convert 4 comm units to residential

at: 68-74 River st -Assessors Map 501, Block 227, Lots 2 & 3 has been filed with this

STREET NAME and NUMBER

office on: September 28 2005 and that
DATE OF FILING

(1) Twenty (20) days have elapsed from the date the Decision was filed and no appeal notice to the District or Superior Court has been received by this office.

(2) If an appeal had been taken, notice has been received that said appeal has been dismissed or denied.

(3) The application was denied.

As a condition of the Special Permit becoming effective, the applicant must record this NOTICE OF DECISION and CERTIFICATION OF DECISION at the Registry of Deeds as required and in compliance with Chapter 40A of the M.G.L. and to file evidence with the City Clerk attesting that said NOTICE OF DECISION and CERTIFICATION OF DECISION have been duly recorded as cited above.

Upon receipt by the City Clerk of evidence that the NOTICE OF DECISION AND CERTIFICATION OF DECISION of the City Council has been duly recorded and indexed in the Grantor Index under the name of the Owner of Record (registered land to be noted on the Owner's Certificate of Title) and the Essex County South District Registry of Deeds, such evidence will be placed on file in the office of the City Clerk.

A fee of ten dollars (\$10.00) has been paid by the applicant and a copy of this Certification will be kept on file with the City Clerk.

December 27 2005
Date

M. G. Thomas
City Clerk

#3

NO ENV.

RECEIVED



2005 MAY 31 P 2:10

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

CITY CLERKS OFFICE
HAVERHILL, MASS.



NOTICE OF DECISION

YOU ARE HEREBY NOTIFIED OF THE DECISION OF THE BOARD OF APPEALS ON THE APPLICATION OF:
RIVER ROCK REALTY TRUST

APPLICANT AND (OWNER IF DIFFERENT)

68-74 RIVER STREET 501 227 02 & 03
SITE LOCATION AND ASSESSOR'S MAP, BLOCK, PARCEL NUMBER (S)

Which was filed with the Board on March 31, 2005
As signified by the City Clerk's date stamp.

The BOARD, as authorized by §15, Chapter 40A of the M.G.L. held a PUBLIC HEARING on:
May 18, 2005

DATE OF HEARING (CONTINUANCE IF APPLICABLE)

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

STIPULATION (S):

SECOND: KISSEL

VOTE ON MOTION WITH/WITHOUT STIPULATIONS:

BOARD	YES	NO	ABSTAIN	ABSENT	NOT SITTING
CHAIRPERSON MCGUIRE	/				
MEMBER SMITH				/	
MEMBER PISTONE, SR.	/				
MEMBER SWARTZ	/				
MEMBER DOUGLAS	/				
ASSOC. MEMBER KISSEL	/				
ASSOC. MEMBER SCALESE					

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

Applicant seeks to construct parking deck to provide for adequate on-site parking for units in conformance with §255 - 41. Parking deck of adequate size cannot meet side yard setback requirement, 4' where 20' required in CG Zone. The ZBA voted 5-0 to grant the petition. The ZBA found the provisions of §255-75 C. (1) through (5) were met. There was no opposition to this petition.

KENNETH A. STOLL
SFRE, LLC AND WHITE CEDAR, LLC
PO BOX 181
SWAMPSCOTT, MA. 01907

Tel: 781-595-0100
Email: impactproperty@comcast.net

December 20, 2011

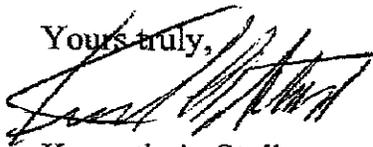
Michael J. Hart, President
Haverhill City Council
4 Summer Street
Haverhill, Massachusetts 01830

RE: Special Permit Modification for 68-74 River Street

Dear Mr. President and Board Members:

In regards to the above noted modification I hear by waive the sixty-five day hearing requirement.

Yours truly,



Kenneth A. Stoll



Haverhill

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

MEMO TO: President John A. Michitson and Haverhill City Councilors

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

DATE: January 23, 2012

RE: City Council Special Permit Modification - Parking Requirements
White Cedar, LLC / SFRE, LLC for 68-74 River Street

The Conservation Commission is currently reviewing the changes to the proposed on-site parking. Minor plan revisions were recently made and I anticipate the Commission's approval at its January 26th meeting. There are no wetland resource areas associated with the new Washington Street parking component. I offer no objection to the modification of the special permit parking arrangements.

C: Ken Stoll (email)

7/1/2011

71 / 11

Hearing September 8.3.11
(978) 373-4539
FAX 888 742 2637 2011

**JAMES F. WALDRON
ATTORNEY
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

July 14, 2011

City Council
City of Haverhill
City Hall
Haverhill, MA 01830

**APPLICATION FOR SPECIAL PERMIT
FOR MULTI-FAMILY HOUSING
RIVER STREET**

An Application is hereby made for a Special Permit for multi-family housing under the terms and provisions of Ch. 255 for property at River Street. The Applicant is MCL Contracting, Michael Lefevre, 3 Sandpiper Lane, Seabrook, NH 03874.

The property is shown on Assessors Plans Map 534 Block 4 Lot 19.

. The majority of the parking is in the lower level of the building. The property is currently vacant. The units will be marketed as condominiums.

The site plans, building plans, filing fees and Memorandum in support of the Application are attached hereto.

Respectfully submitted,
James F. Waldron
James F. Waldron Attorney
For Applicant

IN CITY COUNCIL: July 26 2011
REFER TO PLANNING BOARD and
VOTED: that COUNCIL HEARING BE HELD
SEPTEMBER 6 2011
Attest:

City Clerk

GRANTED TO MOVE SPECIAL PERMIT HEARING TO OCTOBER 25 2011
PER REQUEST ATTY WALDRON LETTER DATED 8/11/11
GRANTED TO CONTINUE SPECIAL PERMIT HEARING TO JANUARY 17 2012
PER REQUEST ATTY WALDRON COUNCIL MEETING 10/18/11
GRANTED TO CONTINUE SPECIAL PERMIT HEARING TO JANUARY 31 2012
PER REQUEST ATTY WALDRON COUNCIL MEETING OF Dec 20 2011

Copy Backup

71-BB

**ATTORNEY
JAMES F. WALDRON
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

**(978) 373-4539
Fax 1 888 742 2837**

City of Haverhill
City Council
City Hall
Haverhill, MA 01830

12-14-2012

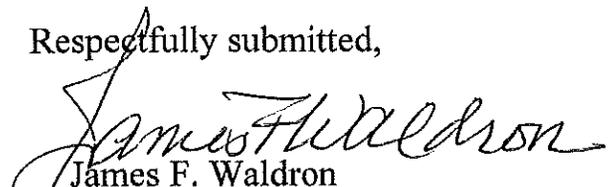
REQUEST TO CONTINUE PUBLIC HEARINGS

**MCL CONTRACTING-RIVER STREET SPECIAL PERMIT
MCL CONTRACTING-NAPLES ROAD DISCONTINUANCE**

The Applicant requests that the above hearings on both matters set for January 17, 2012 , be continued to January 31, 2012

The reason for this request is because the Planning Board special permit hearing has been continued to January 11, 2012 and the petition to discontinue Naples Road will also be heard by the Planning Board on January 11, 2012.

Respectfully submitted,


James F. Waldron
Attorney for Applicant

IN CITY COUNCIL: DECEMBER 20 2011

GRANTED TO CONTINUE HEARINGS:

Doc 71/11 MCL CONTRACTING RIVER STREET SPECIAL PERMIT and
Doc 72/11 MCL CONTRACTING - NAPLE ROAD DISCONTINUANCE to
JANUARY 31 2012

Attest:

City Clerk

71-A

**ATTORNEY
JAMES F. WALDRON
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

**(978) 373-4539
Fax 1 888 742 2837**

City of Haverhill
City Council
City Hall
Haverhill, MA 01830

COPY

8-11-2011

**REQUEST TO CONTINUE
SPECIAL PERMIT HEARING RIVER STREET
DISCONTINUE HEARING NAPLES ROAD
APPLICANT: MCL CONTRACTING-JOSEPH DIPRIMO**

DOC 71
DOC 72

The above Applicants request that both matters be continued from the meeting of September 6 2011 to the meeting of October 25, 2011.

The reason for this request is that the Planning Board meeting on the matters has been continued to September 12, 2011.

Respectfully submitted,
James F. Waldron
James F. Waldron
Attorney for Applicants

IN CITY COUNCIL: August 23 2011
GRANTED TO MOVE SPECIAL PERMIT HEARINGS TO
OCTOBER 25 2011
Attest:

Margaret A. Torrey

City Clerk

**ATTORNEY
JAMES F. WALDRON
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

**978 373-4539
Fax 373-3339
jflemingwaldron@yahoo.com**

**MEMORANDUM IN SUPPORT OF APPLICATION
SPECIAL PERMIT FOR RIVER STREET**

This is an application for a Permit to construct nine residential units on a vacant parcel of land on River Street in an RU zone.

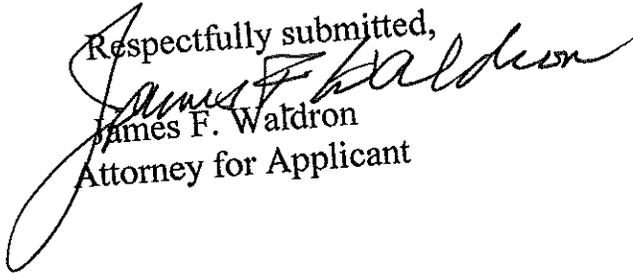
The zone allows multi family housing with a Special Permit from the City Council. No variances from the Zoning Ordinances are required.

The property is presently undeveloped with an assessed value of \$37,900.00. When completed as condominiums the assessed value of the parcel would be over \$1,500,000.

This development, on a major public artery, serviced by municipal water and sewer, would provide affordable housing for the City and increase the real estate tax base. It would also provide a significant employment opportunity in the City.

Attached is an aerial view of the location of the property.

Respectfully submitted,


James F. Waldron

Attorney for Applicant

COPY
BACKUP

71-B/2011

**ATTORNEY
JAMES F. WALDRON
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

**(978) 373-4539
Fax 1 888 742 2837**

10-11-2011

City of Haverhill
City Council
City Hall
Haverhill, MA 01830

REQUEST TO CONTINUE PUBLIC HEARINGS

**MCL CONTRACTING-RIVER STREET SPECIAL PERMIT
MCL CONTRACTING-NAPLES ROAD DISCONTINUANCE**

*Ducs: 71
+ 72*

The Applicant requests that the above hearings set for October 25, 2011 be continued to *JAN 17, 2012*

The reason for this request is because the Planning Board special permit hearing has been continued to December 14, 2011 and the petition to discontinue Naples Road will also be heard on December 14, 2011

Respectfully submitted,

James F. Waldron
James F. Waldron
Attorney for Applicant

IN CITY COUNCIL: October 18 2011
REQUEST GRANTED TO CONTINUE HEARING TO
JANUARY 17 2012

Attest:

City Clerk

**ATTORNEY
JAMES F. WALDRON
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

**(978) 373-4539
Fax 888-742-2637**

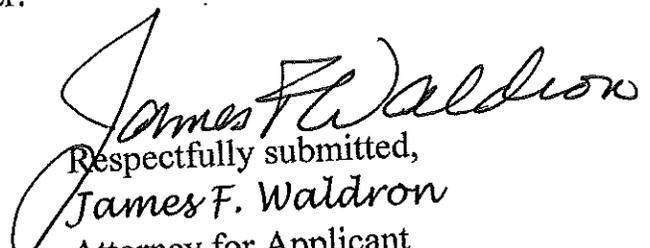
7-14-2011

City Council
City of Haverhill
City Hall
Haverhill, MA 01830

**WAIVER FOR APPLICATION
SPECIAL PERMIT
MCL CONTRACTING RIVER STREET**

Reference is hereby made to an application for a Special Permit for the above property dated July 14, 2011.

The Applicant hereby waives any statutory requirement for holding the hearing or the filing of a Decision in said matter.


Respectfully submitted,
James F. Waldron
Attorney for Applicant



CITY OF HAVERHILL
MASSACHUSETTS 01830

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

PLANNING BOARD

City Council President Michael Hart
& City Councilors
City of Haverhill

December 15, 2011

RE: Special Permit for River Street
Applicant: MCL Contracting, Michael Lefevre; Owner, Joseph DiPrimo;
Merrimack Engineering Services prepared the plans

Members Present: Timothy Connors, Celeste Hynick, Roy Wright, James Cronin,
Jack Everette, Joseph Sullivan, Bob Driscoll, and Paul B.
Howard

Members Absent: none

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

Dear City Council President and City Councilors:

The Haverhill Planning Board at its meeting held on 12/14/11, Wednesday Evening, at 7:00 p.m. in Room 202, Haverhill City Hall continued the above-cited petition for Special Permit for River Street. Chairman Paul B. Howard chaired the meeting.

Planning Director William Pillsbury noted that the next two items, numbers 3 & 4 were traveling together. One involves a street discontinuance for a portion of Maples Road and the other is a special permit request to make a recommendation to City Council for an 11 unit project on River Street. We continue to work within the city departments and the applicant and there has been some progress made but there was a meeting that was due to happen that did not occur in a timely fashion so that there could be final feedback. They submitted revised plans. This is a work in progress and as he told the board over the years his benchmark on that is the question as to whether we are making progress on these projects and if we are then he was amenable to bring a continuation. He felt that progress was being made on both of these projects. The planner recommended that we accept the request of the applicant and Attorney James Waldron to table to the January meeting for items 3 and 4. It was the recommendation of the planner to take separate votes for each hearing. The director informed the board that an extension form was also submitted

River Street Special Permit
12-14-11 Planning Board Meeting

granting a continuance to the January 11, 2012 meeting with a deadline of 2/9/11 for filing the decision.

MOTION

After board consideration, Member Joseph Sullivan motioned to continue this hearing for the River Street Special Permit to the January 11, 2012 Planning Board meeting. Member Bob Driscoll seconded the motion. Members that voted in favor of the continuance were the following: Timothy Connors, Celeste Hynick, Roy Wright, James C. Cronin, Jack Everette, Joseph Sullivan, Bob Driscoll and Paul B. Howard. No members were absent. Motion passed.

Signed,



Paul B. Howard
Chairman

Cc: River Street Special Permit
Owner/Applicant
James Waldron, Esquire
City Solicitor William Cox
City Council
City Clerk
City Engineer John Pettis—Room 214
City Departments via e-mail



CITY OF HAVERHILL
MASSACHUSETTS 01830

CITY HALL, ROOM 201
FOUR SUMMER STREET
HAVERHILL, MASSACHUSETTS 01830
TELEPHONE (978) 374-2330
FAX (978) 374-2315

PLANNING BOARD

EXTENSION FORM
PLANNING BOARD HEARINGS

RE: MCL River St 11-14-2011
(Project Name) Special Permit (Date)

MCL River St
Discontinuance

James F. Waldron consent to an extension of time
(Name of applicant/owner) Atty for MCH

for filing of a decision with the Haverhill City Clerk to 2/9/11, which

is twenty (20) business days after the 1/11/12 Planning Board Meeting.

Signed,

James F. Waldron
Authorized Signature
Atty

RECEIVED
2011 DEC 20 P 3:49
CITY CLERK'S OFFICE
HAVERHILL, MASS.

RECEIVED
DEC 14 2011

Econ Devlp & Planning
& B.O.A.

8.3.2.1

**ATTORNEY
JAMES F. WALDRON
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

**(978) 373-4539
Fax 1 888 742 2837**

City of Haverhill
City Council
City Hall
Haverhill, MA 01830

1-26-2012

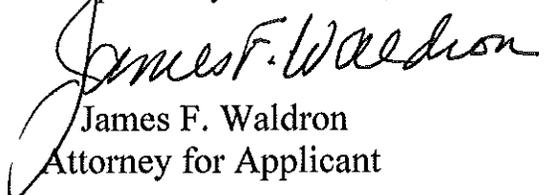
REQUEST TO CONTINUE PUBLIC HEARINGS

**MCL CONTRACTING-RIVER STREET SPECIAL PERMIT
MCL CONTRACTING-NAPLES ROAD DISCONTINUANCE**

The Applicant requests that the above hearings on both matters set for January 31, 2012 , be continued to April 10 2012

The reason for this request is because the Planning Board special permit hearing has been continued to March 14 2012 and the petition to discontinue Naples Road will also be heard by the Planning Board on March 14 2012.

Respectfully submitted,


James F. Waldron
Attorney for Applicant

7/2/2011

7/2/2011

8.4.1
Hearing September 6
2011

**ATTORNEY
JAMES F. WALDRON
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

**(978) 373-4539
Fax 1 888 742 2837**

(need
abstract
order
70-B

City of Haverhill
Haverhill City Council
City Hall
Haverhill, MA

7-14-2011

**PETITION FOR DISCONTINUANCE
PORTION OF NAPLES ROAD
PETITIONER JOSEPH DIPRIMO**

The Petitioner hereby requests that the City Council discontinue a portion of Naples Road as described in Exhibit A attached hereto.

The portion of Naples Road described in Exhibit A is a private way laid out in 1908 and shown on Exhibit B attached. It has never been developed.

The portion of Naples laid out as a public way in 1998 is shown on Exhibit C attached.

Enclosed are the plans required for the Petition as well as the filing fee.

IN CITY COUNCIL: July 26 2011
REFER TO PLANNING BOARD and
VOTED: that COUNCIL HEARING BE HELD
SEPTEMBER 6 2011

Attest:

City Clerk

GRANTED TO MOVE SPECIAL PERMIT HEARINGS TO
OCTOBER 25 2011

PER REQUEST FROM Atty WALDRON COUNCIL MEETING OCTOBER 18 2011
CONTINUE TO JANUARY 12 2012

PER REQUEST FROM ATTY WALDRON COUNCIL MEETING DECEMBER 20 2011
CONTINUE HEARING TO JANUARY 31 2012

Respectfully submitted,
Joseph Diprimo
By his Attorney

James F. Waldron
James F. Waldron

RECEIVED
JUL 15 P 1:35
CITY CLERK

Legal Description
Naples Road Discontinuance
Haverhill, Ma

Beginning at the southeast corner at a point on the north side of River Street, at land of Riverview Condominiums, running:

N50°-48'-35"W	42.00'	along River Street to a point at land of DiPrimo, thence
N21°-26'-45"E	234.82'	along land of DiPrimo to a point at land of The Church At Haverhill, thence
S68°-33'-15"E	40.00'	along Naples Road to a point at land of Callistus Corp, Thence
S21°-26'-45"W	247.62'	along land of Callistus Corp and land of Riverview Condominiums to a point on the north side of River Street, said point being the point of beginning.

Said area of discontinuance contains 9,649 square feet of area and is shown as Lot X and Lot Y and is subject to an access and utility easement to Riverview Condominiums and a 25' wide Drainage Easement to the City of Haverhill, all as shown on Plan of Land in Haverhill, Massachusetts showing discontinuance of a portion of Naples Road Dated March 28, 2011 Revised January 5, 2012, prepared by Merrimack Engineering Services, 66 Park Street, Andover, Ma 01810



71-B/2011

BACKUP
COPY

**ATTORNEY
JAMES F. WALDRON
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

**(978) 373-4539
Fax 1 888 742 2837**

10-11-2011

City of Haverhill
City Council
City Hall
Haverhill, MA 01830

REQUEST TO CONTINUE PUBLIC HEARINGS

**MCL CONTRACTING-RIVER STREET SPECIAL PERMIT
MCL CONTRACTING-NAPLES ROAD DISCONTINUANCE**

DOCS: 71
& 72

The Applicant requests that the above hearings set for October 25, 2011 be continued to *JAN 17, 2012*

The reason for this request is because the Planning Board special permit hearing has been continued to December 14, 2011 and the petition to discontinue Naples Road will also be heard on December 14, 2011

Respectfully submitted,

James F. Waldron
James F. Waldron
Attorney for Applicant

IN CITY COUNCIL: October 18 2011
REQUEST GRANTED TO CONTINUE HEARING TO
JANUARY 17 2012

Attest:

City Clerk

71-A

BACKUP
COPY

**ATTORNEY
JAMES F. WALDRON
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

**(978) 373-4539
Fax 1 888 742 2837**

City of Haverhill
City Council
City Hall
Haverhill, MA 01830

8-11-2011

REQUEST TO CONTINUE
SPECIAL PERMIT HEARING RIVER STREET DOC 71
DISCONTINUE HEARING NAPLES ROAD DOC 72
APPLICANT: MCL CONTRACTING-JOSEPH DIPRIMO

The above Applicants request that both matters be continued from the meeting of September 6 2011 to the meeting of October 25, 2011.

The reason for this request is that the Planning Board meeting on the matters has been continued to September 12. 2011.

Respectfully submitted,

James F. Waldron
James F. Waldron
Attorney for Applicants

IN CITY COUNCIL: August 23 2011
GRANTED TO MOVE SPECIAL PERMIT HEARINGS TO
OCTOBER 25 2011

Attest:

Margaret A. Rooney

City Clerk

Backup
COPY

**ATTORNEY
JAMES F. WALDRON
70 BAILEY BOULEVARD
HAVERHILL, MA 01830**

**(978) 373-4539
Fax 888-742-2637**

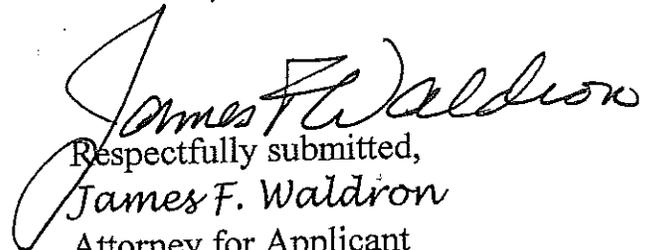
City Council
City of Haverhill
City Hall
Haverhill, MA 01830

7-14-2011

**WAIVER FOR APPLICATION
SPECIAL PERMIT
MCL CONTRACTING RIVER STREET**

Reference is hereby made to an application for a Special Permit for the above property dated July 14, 2011.

The Applicant hereby waives any statutory requirement for holding the hearing or the filing of a Decision in said matter.


Respectfully submitted,
James F. Waldron
Attorney for Applicant

72-13/11

8.4.2

Document



CITY OF HAVERHILL

In Municipal Council

IT APPEARING that the common convenience and necessity require it,
It is hereby

Ordered: That the following street herein described be discontinued;

Naples Road

Beginning at the southeast corner at a point on the north side of River Street, at land of Riverview Condominiums, running:

N50°48'35"W 42.00 feet along River Street to a point at land of DiPrimo;

Thence N21°26'45"E 234.82 feet along land of DiPrimo to a point at land of the The Church At Haverhill;

Thence S68°33'15"E 40.00 feet along Naples Road to a point at land of Callistus Corp;

Thence S21°26'45"W 247.62 feet along land of Callistus Corp and land of Riverview Condominiums to a point on the north side of River Street, said point being the point of beginning.

Said area of discontinuance contains 9,649 square feet of area and is shown as Lot X and Lot Y and is subject to an access and utility easement to Riverview Condominiums and a 25 foot wide Drainage Easement to the City of Haverhill, all as shown on Plan of Land in Haverhill, Massachusetts showing discontinuance of a portion of Naples Road dated March 28, 2011 Revised January 5, 2012, prepared by Merrimack Engineering Services, 66 Park Street, Andover, MA 01810

**ATTORNEY
JAMES F. WALDRON
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City of Haverhill
City Council
City Hall
Haverhill, MA 01830

1-26-2012

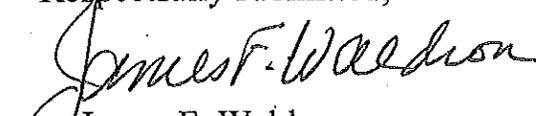
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Respectfully submitted,


James F. Waldron
Attorney for Applicant

20

September 7, 2011

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

Re: Marie Shepard
70 Washington Street, Unit 107
Haverhill, MA 01830

Dear City Council:

In 2006, I purchased the above referenced condominium unit under the Home Investment Partnerships Program. As a result of my participation in that program, an Affordable Housing Restriction was placed on my unit and later modified by the City. In preparing to sell my unit, I have learned that property values have severely decreased in this area making a condominium with such a restriction difficult to market. I respectfully request that the City of Haverhill/North Shore Home Consortium release and remove the Affordable Housing Restrictions as recorded at the Essex South Registry of Deeds at Book 26415, Page 153 and Book 26864, Page 564.

Please do not hesitate to contact me with any questions regarding this matter at (603)490-5552.

Sincerely,



Marie Shepard

cc: Mary Zarba
City of Haverhill
Community Development
City Hall, Room 309
4 Summer Street
Haverhill, MA 01830-5843

IN CITY COUNCIL: January 24 2012
ASK FOR LEGAL OPINION & COMMENTS FROM COMMUNITY DEVELOPMENT AND
POSTPONE to January 31 2012

Attest:

City Clerk

RETURN TO:

Dept. of Community Dev.
Room 304, City Hall
4 Summer Street
Haverhill, MA 01820

2007052400270 Bk:26864 Pg:584
05/24/2007 12:18:00 OTHER Pg 1/11

HOME INVESTMENT PARTNERSHIPS PROGRAM

CONFIRMATORY
AFFORDABLE HOUSING RESTRICTION

L
Marie Shepard, with an address of 70 Washington Street, Unit #1-7, Haverhill, MA 01832 (the "Borrower") grants with quitclaim covenants, to the North Shore HOME Consortium, acting by and through the City of Haverhill, having a mailing address of 4 Summer Street, Room 310, Haverhill, MA 01830, its successors and permitted assigns (the "Lender"), exclusively for the purpose of ensuring the sale of housing for homeownership by low income persons and families, the following described Affordable Housing Restriction on land located in Haverhill, Massachusetts, having an address of 70 Washington Street, Unit #1-7, said land being described in Exhibit A, ("Premises").

The terms of this Affordable Housing Restriction, authorized by G.L., c. 184, ss. 31-33, and otherwise by law, are as follows:

1. The purpose of this Affordable Housing Restriction, which releases and replaces that certain Affordable Housing Restriction granted by the Borrower to the Lender recorded with the Essex South District Registry of Deeds at Book 26415, Page 153 is to assure that the Premises will be retained as affordable housing for occupancy by low and very low income families.
2. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises in perpetuity, binding upon the Borrower's successors in title and all subsequent owners of the Premises, (ii) are not merely personal covenants of the Borrower, and (iii) shall bind the Borrower and its successors and assigns (and the benefits shall inure to the Lender and to any past, present or prospective tenant of the Premises). The Borrower acknowledges that it has received assistance from the Lender in purchasing the Premises as affordable housing for homeownership, which assistance includes a loan from the Lender under the HOME Investment Partnerships Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.
3. This Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Borrower hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land.

4. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.

5. The Premises shall be used as the location for a single-family occupied, dwelling. The Premises shall contain complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on an owner occupied basis. The Premises shall meet the housing quality standards set forth in the regulations of the Department of Housing and Urban Development as 24 C.F.R. Sec. 982.401 or any successor thereto.

6. (a) The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin, or any other basis prohibited by law in the sale, lease, use and occupancy of the Premises or in connection with the employment or application for employment of persons for the operation and management of the Premises. The Borrower shall not discriminate against, or refuse to sell, lease, rent or otherwise make available the Premises to, a holder of a certificate of family participation under the Federal Rental Certificate Program (24 C.F.R. Part 882) or a rental voucher under the Federal Rental Voucher Program (24 C.F.R. Part 887) or a holder of a comparable document evidencing participation in a HOME Program tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

(b) The Borrower shall adopt and submit to Lender for approval sale selection policies and criteria acceptable to Lender that are consistent with 24 CFR 92.254.

7. (a) During the term of this Affordable Housing Restriction, the Premises shall be marketed as Affordable Housing for purchase exclusively by Families (as defined below) whose annual incomes are eighty percent (80%) or less of the median income for the Area ("Low Income Families") based on family size as determined by HUD. A "Family" is defined as one or more individuals occupying a unit and satisfying the standard adopted by HUD for the so-called Section 8 program under the United States Housing Act of 1937 and promulgated at 24 C.F.R. Part 812. The "Area" is defined as Boston PMSA. A Family's annual income shall be anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 year), including all net income derived from assets for the twelve-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R., Sec. 813.106 (or any successor regulations).

(b) The Premises will have an initial purchase price and estimated appraised value at acquisition that does not exceed 95% of the median purchase price for the Area, for the type of dwelling for the jurisdiction as determined by HUD, which amount may be appealed in accordance with 24 CFR 203.18 (b).

(c) Upon resale the maximum resale price shall be the sum of (i) the Area Median Income for a family of four (at the time of resale) multiplied by the number calculated by dividing the Premises initial sale price by the Area Median Income for a family of four at the time of the initial sale to the first purchaser, plus (ii) any resale fees and necessary marketing expenses (including broker's fees) as may have been approved by the Lender, plus (iii) capital improvements, if any, approved by the Lender (the "Maximum Resale Price"). In no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy purchaser earning eighty percent (80%) of the Area Median Income could obtain mortgage financing. The Maximum Resale Price shall not be less than the purchase price paid for the Premises by the Seller unless the Seller agrees to accept a lesser price. A Resale Price Multiplier of 3.04 is hereby assigned to the Property. The foregoing Resale Price Multiplier is based on an initial base sales price of \$181,395.

(d) The Premises shall be the principal residence of the owner whose family qualifies as a low-income family at the time of purchase.

8. The Borrower represents, warrants and covenants that the determination of whether a Family meets the income requirements set forth herein shall be made by Borrower at the time of sale of the Premises.

9. In the event that the Borrower is unable to sell the Premises as set forth above, with the consent of the Lender, the Borrower may rent the Premises but only to tenants on the terms and conditions set forth in 24 CFR 92.

10. The Premises shall be available for subsequent purchase, after the initial sale by the Borrower, only to a low income family which will use the property as its principal residence and only in compliance with the requirements set forth in Section 7 above. Any such subsequent sale must be approved in writing by the Lender, which must determine in granting such approval that the owner will receive in such subsequent sale a fair return on investment including any improvements made by the owner.

11. The Borrower shall not include in any agreement for the sale of a unit or lease for a unit in the Premises any of the following provisions:

(i) Agreement by the buyer or tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the deed or lease.

(ii) Agreement by the tenant that the Borrower may take, hold or sell personal property of household members without notice to the buyer or tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with state law.

(iii) Agreement by the buyer or tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

(iv) Agreement of the buyer or tenant that the Borrower may institute a lawsuit without notice to the buyer or tenant.

(v) Agreement by tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

(vi) Agreement by the buyer or tenant to waive any right to a trial by jury.

(vii) Agreement by the tenant to waive the buyer's or tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the purchase and sale agreement or lease.

(viii) Agreement by the buyer or tenant to pay attorney's fees or other legal costs even if the buyer or tenant wins in a court proceeding by the Borrower against the buyer or tenant. The buyer or tenant, however, may be obligated to pay costs if the tenant loses.

12. The Borrower shall not demolish any part of the Premises or substantially subtract from any real or personal property of the Premises except in conjunction with renovation or rehabilitation of the Premises subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's sole judgment. The Borrower shall not permit the use of any residential unit for any purpose other than single family home ownership or rental housing.

13. The Borrower represents, warrants and agrees that if the Premises, or any part thereof, shall be damaged or destroyed, the Borrower (subject to the approval of the Lender(s) which will provide the financing) will use reasonable efforts to repair and restore the Premises to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Premises shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

14. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations

described in 24 C.F.R., Sec 92.350 (equal opportunity and fair housing), Sec. 92.351 (affirmative marketing), Sec. 92.353 (displacement, relocation and acquisition), Sec. 92.355 (lead-based paint), Sec. 92.356 (conflict of interest), Sec. 92.357 (debarment and suspension and Sec. 92.358 (flood insurance). Borrower, during its ownership hereby grants to Lender and its duly authorized representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction or any other agreement between Borrower and Lender and (b) after thirty (30) days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Affordable Housing Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

15. The rights hereby granted shall include the right of Lender to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Lender will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower, during its ownership covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.

16. The Lender is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Borrower on behalf of itself and its successors and assigns appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request. The benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the Lender. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

17. The holder of record of any mortgage on the Premises (each, a "Mortgagee") shall notify the Lender, any agent appointed by the Lender to monitor this Affordable Housing Restriction (the "Monitoring Agent") and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Lender as set forth in this Affordable Housing Restriction, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Borrower or his or her

successor-in-interest (the "Owner") expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Affordable Housing Restriction.

(b) The Owner grants to the Lender or its designee the right and option to purchase the Premises upon receipt by the Lender of the Foreclosure Notice. In the event that the Lender intends to exercise its option, the Lender or its designee shall purchase the Premises within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the maximum resale price specified in Paragraph 7(c) above (the "Maximum Resale Price") calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Premises by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Premises shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Premises having priority over such foreclosing Mortgagee's mortgage, and further subject to an Affordable Housing Restriction identical in form and substance to this Affordable Housing Restriction which the Owner hereby agrees to execute, to secure execution by the Lender or its designee, and to record with the deed, except that (1) during the term of ownership of the Premises by the Lender or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an eligible purchaser as specified in Paragraph 7(c) above), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Premises by the Lender or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Affordable Housing Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Lender or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Lender and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Premises shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Premises having priority over the

foreclosing Mortgagee's mortgage, and further subject to an Affordable Housing Restriction, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Premises is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Lender for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Premises, that the Lender is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Lender. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Lender.

(e) If any Mortgagee shall acquire the Premises by reason of foreclosure or upon conveyance of the Premises in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Premises from such Mortgagee, and the Premises shall be conveyed subject to an Affordable Housing Restriction identical in form and substance to this Affordable Housing Restriction, which the Mortgagee that has so acquired the Premises agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Premises by such Mortgagee the owner-occupancy requirements of Paragraph 7(d) above shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Premises by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Affordable Housing Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Premises by reason of foreclosure or upon conveyance of the Premises in lieu of foreclosure, the Premises shall be conveyed subject to an Affordable Housing Restriction identical in form and substance to this Affordable Housing Restriction, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is not an eligible purchaser, then during the term of ownership of the Premises by such ineligible purchaser, the owner-occupancy requirements of Paragraph 7(d) above shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Premises by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 17, the Lender or the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon

recording in the appropriate Registry of Deeds, may be relied upon as conclusive evidence that the conveyance of the Premises pursuant to this Section 17 is in compliance with the rights, restrictions, covenants and agreements contained in this Affordable Housing Restriction.

(h) The Owner understand and agrees that nothing in this Affordable Housing Restriction (I) in any way constitutes a promise or guarantee by the Lender or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Premises or any other price for the Premises, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

In the event such holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Lender by such holder, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto). To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

18. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower:

Marie Shepard
70 Washington Street, Unit #1-7
Haverhill, MA 01832

If to Lender:

The North Shore HOME Consortium,
acting by and through the
City of Haverhill
4 Summer Street, Room 310
Haverhill, MA 01830

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

19. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender, which consent shall not be unreasonably withheld or delayed.

No documentary stamps are required as this Affordable Housing Restriction is not being purchased by the Lender.

Executed under seal this 25th day of April, 2007.

Marie Shepard
Marie Shepard

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 25th day of April, 2007, before me, the undersigned notary public, personally appeared Marie Shepard, proved to me through satisfactory evidence of identification, which was Andrews License, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

Mary P. Zarba
Notary Public
My commission expires:

April 2, 2010

ACCEPTANCE OF GRANT BY LENDER
AND RELEASE OF PRIOR RESTRICTION

The above Affordable Housing Restriction, which releases and replaces in all respects that certain Affordable Housing Restriction granted by the Borrower to the Lender recorded with the Essex South District Registry of Deeds at Book 26415, Page 153, is accepted this 24 day of April 2007.

THE NORTH SHORE HOME CONSORTIUM,
ACTING BY AND THROUGH THE
CITY OF HAVERHILL


James J. Fiorentini, Mayor City of Haverhill

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 24 day of April, 2007, before me, the undersigned notary public, personally appeared James J. Fiorentini, as Mayor of the City of Haverhill, proved to me through satisfactory evidence of identification, which was license; driver, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

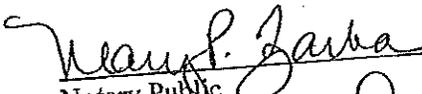

Notary Public
My commission expires April 2, 2010

Exhibit A

Property Description
70 Washington Street, Unit 1-7, Haverhill, MA

Unit #1-7 (the "Unit") in Riverside Place Condominium, a condominium located at 70 Washington Street, Haverhill, Essex County, Massachusetts, 01832, created by Master Deed dated September 29, 2006 and recorded with Essex South District Registry of Deeds in Book 26141, Page 146, together with a 1.59% undivided interest in the common areas and facilities of the condominium and subject to and with the benefit of the Master Deed and any amendments thereto.

Together with the exclusive right and easement to use indoor **Parking Space No. 10**, as shown on the Plans filed with said Master Deed.

The Unit is conveyed with the benefit of and subject to: (a) the provisions of Massachusetts General Laws, Chapter 183A, as the same may now or hereafter be amended (b) the Master Deed and any amendments thereto, and all matters of record stated or referred to therein, as completely as if each were fully set forth herein, (c) the terms and conditions of Riverside Place Condominium Trust, the By-Laws contained therein and any rules and regulations promulgated pursuant thereto, (d) subject to real estate taxes attributable to the Unit for the current year which are not now due and payable.

The Grantee(s), by acceptance and recording of the Deed, agree to assume and perform all the conditions of the Deed and of the Master Deed as completely as if each were fully set forth herein.

The Unit is laid out on the Unit plan recorded herewith, which is a copy of a portion of the plans filed with the Master Deed, to which is affixed a verified statement in the form provided in Massachusetts General Laws, Chapter 183A, Section 9, and the Unit contains the approximate area shown on said plan.

The mailing address of the Unit is: 70 Washington Street, No. 107, Haverhill, MA 01832.

The City of Haverhill Assessor's Parcel Identification No. For the Unit is 309-1-5A-17.

For Grantor's title, see Deed recorded December 22, 2006 with the Essex South District Registry of Deeds at Book 26415, Page 150.

AFFORDABLE HOUSING RESTRICTION

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

THIS AFFORDABLE HOUSING RESTRICTION (this "Restriction") is:
[x] incorporated in and made part of that certain deed (the "Deed") of certain property (the "Property") from Pasquale Franchi, Trustee of Haverhill Realty Development Trust, under Declaration of Trust dated November 30, 1987 and recorded at Essex South District Registry of Deeds, Book 9674, Page 340 ("Grantor") to Marie Shepard ("Owner") dated December 8, 2006;
or

[] being granted in connection with a financing or refinancing secured by a mortgage on the Property dated _____, 20___. The Property is located in the City/Town of Haverhill (the "Municipality").

RECITALS

WHEREAS, the Owner is purchasing the Property, or is obtaining a loan secured by a mortgage on the Property that was originally purchased, at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

(i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit"); and/or

(ii) subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [] the Massachusetts Department of Housing and Community Development ("DHCD") [] the Municipality; and [] _____, dated _____, and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and/or

(iii) subsidized by the federal or state government under _____, a program to assist construction of low or moderate income housing the "Program"; and

(iv) pursuant to the Haverhill Zoning Code §255-89.1.

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, City of Haverhill (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Restriction, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value (if this Restriction is attached to the Deed), or as further consideration for the ability to enter into the financing or refinancing transaction, the Owner (and the Grantor if this Restriction is attached to the Deed), including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. **Definitions.** In this Restriction, in addition to the terms defined above, the following words and phrases shall have the following meanings:
Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.
Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.
Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.
Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is Lowell, Massachusetts.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning eighty percent (80%) of the Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided

that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Restriction among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2.5% [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Restriction, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of 2.32 is hereby assigned to the Property. The foregoing Resale Price Multiplier is based on an initial base sales price of \$181,395. If resale includes the parking space easement granted in the initial purchase, the Resale Price Multiplier assigned to the Property is 2.51.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Restriction executed by the purchaser in form and substance substantially identical to this Restriction establishing a new term.

2. **Owner-Occupancy/Principal Residence.** The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date of the delivery of the Deed in connection with the conveyance of the Property from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled

to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Restriction and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Restriction or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. **Delivery of Deed.** (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Restriction, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Restriction shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Restriction, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. **Resale and Transfer Restrictions.** (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and unless there is also recorded a new Restriction executed by the selected purchaser, which new Restriction is identical in form and substance to this Restriction.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the Restriction, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. **Survival of Restrictions Upon Exercise of Remedies by Mortgagees.** (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Restriction, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Restriction.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances; accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (j) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the

preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the

owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction.

(h) The Owner understands and agrees that nothing in this Restriction or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Restriction, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Restriction has been approved by the Director of DHCD.

(b) In confirmation thereof the Owner (and the Grantor if this Restriction is attached to the Deed) intend, declare and covenant (i) that this Restriction, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Restriction to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality: City of Haverhill
P.O. Box 969
4 Summer Street
Haverhill, MA 01830

Grantor: Pasquale Franchi, Trustee of
(applicable only Haverhill Realty Development Trust
if this Restriction 182 West Central Street
is attached to the Natick, MA 01760
Deed)

Owner: Marie Shepard
Riverside Place Condominium
70 Washington Street, Unit 107
Haverhill, MA 01832

Monitoring Agent[s]
(1) City of Haverhill
4 Summer Street, Room 309
Haverhill, MA 01832

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. **Further Assurances.** The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material

information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. **Enforcement.** (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Restriction, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Restriction;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Restriction; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Restriction in the absence of a Compliance Certificate, by an action in equity to enforce this Restriction; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Restriction against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Restriction as provided in this Section, DHCD, if it is not named as Monitoring

Agent, shall have the same rights and standing to enforce this Restriction as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Restriction.

12. **Monitoring Agent Services; Fees.** The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Restriction. As partial compensation for providing these services, a Resale Fee [x] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Restriction. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. **Actions by Municipality.** Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. **Severability.** If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. **Independent Counsel.** THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. **Binding Agreement.** This Restriction shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Restriction.

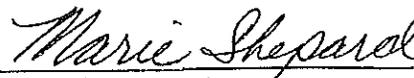
17. **Amendment.** This Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this 22nd day of December, 2006.

Grantor: HAVERHILL REALTY
DEVELOPMENT TRUST
(applicable only if this
Restriction is attached to the Deed)

Owner:

By: 
Pasquale Franchi, Trustee

By: 
Marie Shepard

[Space Below This Line for Acknowledgement]

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 8th day of December, 2006, before me, the undersigned notary public, personally appeared Pasquale Franchi, as Trustee of Haverhill Realty Development Trust, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] (my personal knowledge), to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his free act and deed.

Susan M. Wetherbee
Notary Public Susan M. Wetherbee, Notary Public
My commission expires: Commonwealth of Massachusetts
My Commission Expires 8/14/2009

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this 2^d day of December 2006, before me, the undersigned notary public, personally appeared Marie Shepard, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be her free act and deed.

Scot E. Gabriel
Notary Public
My commission expires:

Scot E. Gabriel
NOTARY PUBLIC
My commission expires Apr. 30, 2010

Doc #258620 - 5411/0007



9.1.1
Haverhill

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

January 24, 2012

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

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

SUBJECT: 70 Washington Street(unit 107) —Remove Affordable Housing Restriction

As a result of the significant changes in market conditions as it relates to affordable housing, the request to remove the affordability restriction on this particular property as requested is appropriate and should be granted.



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

~~ORDAINED~~ MUNICIPAL ORDINANCE

CHAPTER 240

**An Ordinance Relating to Parking
(35 Oak Terrace—Delete Handicap Parking)**

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

LOCATION	REGULATION	HOURS/DAYS
<u>35 Oak Terrace</u> In front of No. 35 Oak Terrace except for 1-24 hour handicap parking space at No. 35	No Parking	<u>24 Hours</u>

APPROVED as to legality:

 City Solicitor



Haverhill

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

January 26, 2012

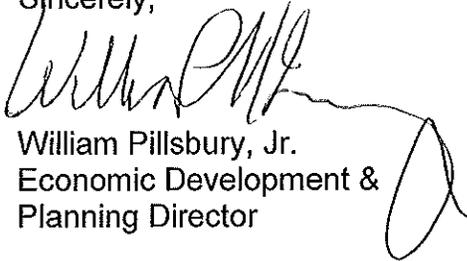
John A. Mitchitson, Council President
& City Council Members
City Hall—Room 204
City of Haverhill

**RE: REQUEST TO DELETE A HANDICAP PARKING SPACE--AT NUMBER
35 Oak Terrace**

Dear Council President Mitchitson & Councilors:

As per your request dated 1/26/12 and the request of Councilor Hart dated 1/19/12, I am submitting a Municipal Ordinance amending a previously approved ordinance, which will delete a handicap parking space in front of No. 35 Oak Terrace.

Sincerely,



William Pillsbury, Jr.
Economic Development &
Planning Director

WP/lw

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT

ROBERT H. SCATAMACCHIA
VICE PRESIDENT

MICHAEL J. HART
WILLIAM H. RYAN
SVEN A. AMIRIAN
MICHAEL S. MCGONAGLE
WILLIAM J. MACEK
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN



CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

RECEIVED
JAN 26 2012

Econ Devlp & Planning
& B. CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978-374-2328
FACSIMILE: 978-374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

January 26, 2012

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

RE: **Delete Handicap Ordinance -- 35 Oak Terrace**

Dear Mr. Pillsbury:

At the City Council meeting held on January 17, 2012 the following item was placed on the agenda by Councillor Hart:

- Doc. #12-I - Request for removal of a handicap parking space at 35 Oak Terrace

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

Sincerely,

John A. Michitson, President
Haverhill City Council

JAM/bsa

encl.

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

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT

ROBERT H. SCATAMACCHIA
VICE PRESIDENT

MICHAEL J. HART

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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978-374-2328
FACSIMILE: 978-374-2329
www.ci.haverhill.ma.us
cityenc1@cityofhaverhill.com

January 19, 2012

TO: Mr. President and Members of the City Council

Councillor Michael Hart requests a discussion regarding the removal of a handicap parking space at 35 Oak Terrace as it is no longer needed.


City Councillor Michael J. Hart 534

RECEIVED
JAN 26 2012

Econ Devlp & Planning
& B.O.A.

Oak Terrace

East side
[Added 11-18-1997 by Doc. 52-P; amended
12-15-1998 by Doc. 40-R] No parking 24 hours

From Broadway to the St. Joseph School
property line, both sides No parking 8:00 a.m. to 3:00 p.m.,
school days; 10:00 a.m. to
11:30 a.m., Sun.



One space in front of No. 35 Oak Terrace,
except for 1 24-hour handicap parking space
at No. 35 Oak Terrace No parking 24 hours
[Added 12-14-2010 by Doc. 16-T]



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of **\$21,705.87** be appropriated and transferred from the Insurance Reimbursement Exceeding \$20,000 to Capital Project – *Fire Department Ladder Truck*



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

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

January 27, 2012

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

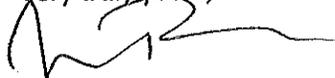
RE: Transfer order

Dear President Michitson:

Enclosed, please find a transfer order in the amount of \$21,705.87. This transfer is from insurance proceeds to pay for damage to the Fire Department's ladder truck.

I recommend approval.

Very truly yours,



James J. Fiorentini, Mayor

JJF/lk

Encl.

 **James Page** INSURANCE AGENCY, INC.

191 Merrimack Street • Post Office Box 111 • Haverhill, Massachusetts 01831
Telephone: 978-373-3893 • Fax: 978-373-9321 • e-mail: jpi@jamespageins.com
www.jamespageins.com

December 2, 2011

City of Haverhill
Charles Benevento
4 Summer St.
Haverhill, MA 01830

Re: Loss Payment
Fire Dept
DOL 8/31/11

Dear Chuck,

Enclosed is a check for the damages to the 2009 KME Fire Truck, from the Argonaut Insurance Company in the amount of \$21,705.87 minus \$2,000 deductible.

Please call with any questions that you may have.

Thank you.

Sincerely,
JAMES PAGE INSURANCE
JAMES PAGE INS. AGENCY, INC.



/ds

encl.

TRIDENT INSURANCE SERVICES OF NEW ENGLAND, INC.
AND METROGARD AND DIPLOMAX PROGRAMS
ON BEHALF OF ARGONAUT GROUP, INC.

065794

Insured

Haverhill, City of (MA)

Claimant

City of Haverhill
4 Summer Street, Rm 106
Haverhill, MA 01830

Payable Comment

Collision Loss, 2009 KME fire truck

Check No: 65794

Check Amt: \$21,705.87

Check Date: 11/28/2011

Claimant: City of Haverhill

Claim No: TNT-0094111

Date of Loss: 08/31/2011 12:00 AM

Adjuster: Mark Howard

Payee Name: City of Haverhill

Producer: James Page Ins. Agency Inc.

Service Dates: 11/28/2011 To 11/28/2011

12-12-11

*Deposit to 2702090.1.6066.9651
Insurance Proceeds over \$20,000*

TRIDENT INSURANCE SERVICES OF NEW ENGLAND, INC.
AND METROGARD AND DIPLOMAX PROGRAMS
ON BEHALF OF ARGONAUT GROUP, INC.

065794

Insured

Haverhill, City of (MA)

Claimant

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Adjuster: Mark Howard

Payee Name: City of Haverhill

Producer: James Page Ins. Agency Inc.

Service Dates: 11/28/2011 To 11/28/2011

THIS DOCUMENT HAS A COLORED BACKGROUND WHICH PRINTS BORDER LINES THAT ARE HEAT SENSITIVE AND NOT VISIBLE TO THE PAPER CONTAINS AN OFFICIAL WATERMARK HOLD AT AN ANGLE TO VIEW

TRIDENT INSURANCE SERVICES OF NEW ENGLAND, INC.
AND METROGARD AND DIPLOMAX PROGRAMS
ON BEHALF OF ARGONAUT GROUP, INC.

JPMORGAN CHASE BANK, N.A.
DALLAS, TEXAS 75201
88-88/1113

065794

Claim No: TNT-0094111

Check Date: 11/28/2011

Date of Loss: 08/31/2011

VOID AFTER 90 DAYS

Pay Twenty-One Thousand Seven Hundred Five and 87/100 Dollars

\$21,705.87

To The
Order
Of:

City of Haverhill
C/O James Page Insurance
PO Box 111
Haverhill, MA 01830

TWO SIGNATURES ARE REQUIRED FOR CHECKS \$5000 AND OVER

Mark Howard
David M. Dawson



065794 1113008801

708316781



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

~~ORDERED~~Proclamation

WHEREAS, the citizens of Haverhill recognize that our success depends on helping every child succeed in school and reach their full potential in life, and realize that young people need a solid foundation of support that will help them become well-educated, confident, and productive citizens; and

WHEREAS, mentoring is a proven, effective strategy that helps children and young adults by matching them with a caring, responsible adult who can provide guidance and direction, and build their confidence; and

WHEREAS, mentors build character, encourage success, boost confidence, lift expectations, and expand the universe of a child, serving as friends, role models, teachers, and sources of stability and support during a critical time in a child's life; and

WHEREAS, research shows that mentoring has beneficial and long-term effects on youth by increasing their chances of high school graduation and college attendance and decreasing the likelihood of substance abuse and other risky behaviors, and

WHEREAS, mentoring strengthens our Haverhill's economic and social well-being by helping young people fulfill their potential while helping maintain healthy families and promoting more vibrant communities; and

WHEREAS, every day residents of Haverhill are making a profound difference in the lives of our young people by serving as mentors, supported by many private and public sector organizations that offer mentoring opportunities for youth; and

WHEREAS, hundreds of Haverhill's children are in need of a caring adult mentor in their lives, and closing this mentoring gap will take more investment, partnerships, and volunteers ready to make a difference in a child's life; and

WHEREAS, the Obama Administration is working to expand mentoring and other volunteer opportunities across America through its United We Serve initiative, the Corporation for National and Community Service, and other agencies and programs; and

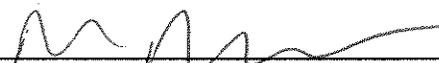
WHEREAS, National Mentoring Month is an opportunity to raise public awareness of the importance of mentoring, recognize the dedicated individuals who serve mentors, and encourage more citizens to help build a brighter future for Haverhill's youth through mentoring;

NOW, THEREFORE, I, James J. Fiorentini, Mayor of Haverhill, proclaim January 2012 as

NATIONAL MENTORING MONTH

and call upon the people of the Haverhill to recognize the importance of mentoring, to look for opportunities to serve as mentors in their communities, and to observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January, in the year of our Lord two thousand twelve



JAMES J. FIORENTINI, MAYOR



CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT

ROBERT H. SCATAMACCHIA
VICE PRESIDENT

MICHAEL J. HART
WILLIAM H. RYAN
SVEN A. AMIRIAN
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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

12.1

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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-P/11	Communication from Councillor Amirian requesting a discussion about possible revenue stream by supplying water/wastewater services to Plaistow NH and other communities	Planning & Dev.	9/6/11
74-W/11	Communication from Councillor Daly O'Brien requesting a discussion about lights at Kenoza Avenue and Webster Street	Public Safety	9/27/11
74-X/11	Communication from Co. Amirian requesting a discussion about proposed pig farm at Boxford Road	Planning & Dev.	9/27/11
97-C/11	Communication from Councillor Hall requesting a discussion about the odor from the Covanta plant in Ward Hill	Public Safety	10/18/11
97-Q/11	Communication from Councillor Amirian requesting a discussion regarding Santa Parade's 2012 route and the possible impact of construction	Planning & Dev.	11/29/11
4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
97-T/11	Communication from Councillor Scatamacchia requesting a discussion regarding parking on River Street	Pubic Safety	1/3/12
119/11	Ordinance regarding Parks and Recreation: Amend Ch.11, Article II, Sections 4 through 8 of the City Code	Administration & Finance	1/3/12
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	A & F	1/10/12
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
	Chapter 191, Peddling and Soliciting, Hawkers and Peddlers Licenses	A & F	1/24/12