



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, January 24, 2012 at 7:00 PM  
City Council Chambers, Room 202

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**1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING**

**2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**

**3. COMMUNICATIONS FROM THE MAYOR**

NO SCHEDULE

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

NO SCHEDULE

**5. APPOINTMENTS**

**5.1. Confirming Appointments:**

5.1.1. Board of Appeals

*Ronald LaPlume*

Attachment

**5.2. Non-Confirming Appointments:**

NO SCHEDULE

**6. PETITIONS**

**6.1. Applications for Drainlayer Licenses Renewals 2012:**

- Richard Peters
- John C Jablonski

Attachment

**6.2. Applications for Hawker/Peddler Renewals 2012**

6.2.1. Paul Aliano, III, going door-to-door throughout Haverhill contacting former Comcast customers regarding signing up again for Comcast Cable Services Attachment

**6.3. Applications for Coin-Ops 2012:**

**6.3.1. Renewals**

- Papa Ginos, 782 River st, 1 Coin Op

Attachment

**6.3.2. NEW**

- The Other Place, 119 Cedar st, 1 Pool Table
- The Other Place, 119 Cedar st, 1 Coin Op

Attachment



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, January 24, 2012 at 7:00 PM**  
**City Council Chambers, Room 202**

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## 6.4. Applications for Sunday License 2012:

### 6.4.1. Renewals

- Papa Ginos, 1 Coin Op [Attachment](#)

### 6.4.2. New

- The Other Place, 1 Coin Op [Attachment](#)

## 6.5. Applications for Tag Day Licenses 2012

6.5.1. HHS Ski Team  
*February 4 & 5<sup>th</sup>* [Attachment](#)

6.5.2. Haverhill High Boy's/Girl's Indoor Track  
*February 17 & 18<sup>th</sup>* [Attachment](#)

6.5.3. HHS Classical Academy  
*March 30, 31<sup>st</sup> & April 1<sup>st</sup>* [Attachment](#)

6.5.4. Haverhill High Key Club  
*April 6, 7 & 8<sup>th</sup>* [Attachment](#)

6.5.5. HHS Outdoor Track  
*April 20 & 21<sup>st</sup>* [Attachment](#)

6.5.6. VFW Post #29  
*May 25 & 26<sup>th</sup>* [Attachment](#)

6.5.7. Haverhill Lion's Club  
*June 2<sup>nd</sup>* [Attachment](#)

6.5.8. Haverhill Veteran's Council  
*June 8, 9 & 10<sup>th</sup>* [Attachment](#)

6.5.9. Riverbandit's Baseball  
*June 22, 23 & 24<sup>th</sup>* [Attachment](#)

6.5.10. AMVETS Post 147  
*August 3 & 4<sup>th</sup>* [Attachment](#)

6.5.11. American Legion Post #4  
*August 10, 11 & 12<sup>th</sup>* [Attachment](#)



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, January 24, 2012 at 7:00 PM**  
**City Council Chambers, Room 202**

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- 6.5.12. AMVETS Ladies Auxiliary  
*August 17 & 18th* [Attachment](#)
- 6.5.13. HHS Cheerleaders  
*September 8 & 9th* [Attachment](#)
- 6.5.14. Marine Corps League  
*September 27, 28 & 29<sup>th</sup>* [Attachment](#)
- 6.5.15. HHS Boy's & Girl's Cross Country  
*October 12, 13 & 14<sup>th</sup>* [Attachment](#)
- 6.5.16. Nettle School Cheerleaders  
*October 20<sup>th</sup>* [Attachment](#)
- 6.5.17. HHS Boy's & Girl's Swim & Diving  
*December 7,8 & 9<sup>th</sup>* [Attachment](#)
- 6.6. Petition from *Stephen Defeo/Bradford Unlimited Corp* requesting a Special Permit for a Cluster Residential Development & Application for Waiver of Affordable Housing Component off Rosemont st; Assessor's Map 636, Block 1, Lot 10 & a portion of Map 651, Block 610, Lot 18  
**(Refer to Planning Board)**  
**(Council Hearing April 10<sup>th</sup>)**  
[Attachment](#)
- 6.7. **Repair Broken Sewer Line 45 Crawford Street**
- 6.7.1. Petition from Brett Berube requesting to open 45 Crawford st to repair the broken sewer line [Attachment](#)
- 6.7.2. Order: grant Brett Berube permission to excavate on 45 Crawford st to repair the sewer line [Attachment](#)
- 6.8. 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](#)
- 7. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**
- 7.1. **Communications from Councilors**
- 7.1.1. Communication from Councillor Scatamacchia requesting to discuss utility pole placement on the Route 125 reconstruction project [Attachment](#)



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, January 24, 2012 at 7:00 PM**  
**City Council Chambers, Room 202**

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- 7.1.2. Communication from Councillor Hart requesting a discussion regarding removal of a handicap parking space at 35 Oak ter Attachment

## **8. HEARING(S) AND RELATED ORDER(S)**

### **8.1. Special Permit to Build within 500' of a Water Supply, Lake Pentucket**

- 8.1.1. Document 116/2011 , application from D Palmer Lewis Jr for a Special Permit to Build Within 500' of a Water Supply , Lake Pentucket – a garage at 14 Quimby st

Attachment

- 8.1.2. Comment sheets from departments

Attachment

## **9. UNFINISHED BUSINESS OF PRECEDING MEETINGS**

NO SCHEDULE

## **10. MOTIONS, ORDERS AND RESOLUTIONS**

- 10.1. Election Warrant – Tuesday, March 6 2012 to vote for Presidential Preference, for this Commonwealth, State Committee Man for First Essex Senatorial District, State Committee Woman for First Essex Senatorial District and members of Ward Committees for City of Haverhill

Attachment

- 10.2. Ordinance re: Parking, 123 Cedar st – Delete Handicap Parking

**(File 10 Days)**  
Attachment

- 10.3. Ordinance re: Parking, Beach Street, East Side – Add Service Zone

**(File 10 Days)**  
Attachment

- 10.4. Ordinance re: Parking, 11 Mt Vernon st – Delete Handicap Parking

**(File 10 Days)**  
Attachment

## **11. COUNCIL COMMITTEE REPORTS**

NO SCHEDULE

## **12. COMMITTEE STUDY LISTS**

- 12.1. Documents referred to Committee Study

Attachment

## **13. ADJOURN**

5.1.1



JAMES J. FIORENTINI  
MAYOR

**CITY OF HAVERHILL  
MASSACHUSETTS**

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

January 18, 2012

City Council President John Michitson  
& Members of the City Council

**RE: Ronald Laplume, Board of Appeals**

Dear Council President & Members of the City Council:

I hereby appoint Ronald Laplume of 109 Lawrence Street, as a member to the Haverhill Board of Appeals.

This is a confirming appointment and I recommend your approval. This appointment takes effect upon confirmation and expires on January 24, 2015.

Very truly yours,



**James J. Fiorentini**  
Mayor

JJF/lk

cc: William Pillsbury, Director of Economic Development, City of Haverhill  
Ronald Laplume

**RONALD LAPLUME**  
**109 LAWRENCE STREET**  
**HAVERHILL, MA 01830**

### **PROFESSIONAL EXPERIENCE**

**09/86 - Present**      **LAPLUME EXCAVATING INC., Haverhill, MA**  
Owner/President of corporation, responsible for personnel, equipment, material procurement and cost analysis, planning daily work schedule, assignment of personnel and equipment, safety training on all equipment and Dig Safe training for safe excavating to ensure proper safety, onsite inspection of work, ensuring that all equipment and materials conform with federal, state and city specifications, daily written reports, obtain all state and local construction permits, work in conjunction with Departments of Conservation, Safety, Environmental Management, Police, Fire and Public Utilities.

**03/80 - 05/07**      **HAVERHILL NORTH INC., Haverhill, MA**  
Owner/President of corporation, constructed premises acting as general contractor, obtained all licenses and permits needed for building, food and alcohol sales, equipment procurement and installation, State and City regulation compliance, implemented and monitored all departments.

**07/70 - 06/85**      **COMMONWEALTH OF MASSACHUSETTS,**  
Department of Public Welfare, Haverhill, MA. Licensed Social Worker, Assistant Manager of Commodity Foods program, determine eligibility of programs, supervision of staff of twenty, monthly reports to DES, DPW and USDA.

**09/67 - 07/70**      **RAYTHEON MISSILE SYSTEMS, Lowell, MA**  
Electrical Analyzing Technician of Hawk, Sparrow and Chaparral guidance systems and monitoring system for quality assurance.

**07/65 - 09/67**      **INTERNATIONAL TELEPHONE AND TELEGRAPH CO.,**  
Lawrence, MA. Maintenance and repair of semi-conductor machinery.

### **EDUCATION**

2002      Graceland College Center for Professional Development  
1969      Fitchburg Institute, Fitchburg, MA  
1966 - 1967      Northern Essex Community College, Haverhill, MA  
1965      Haverhill High School, Haverhill, MA

### **QUALIFICATIONS**

Hoisting Engineer License, Class A Commercial Drivers License with all endorsements, Licensed Drainlayer, Licensed Construction Supervisor, Licensed Septic Installer, Deputy Sheriff Essex County, Licensed Social Worker, Food Handler License, Certificate in Managing & Eliminating Unacceptable Behavior & Other Employee Performance Barriers and Certificate from Waste Inc. of Concord, NH on OSHA'S "Competent Person" rule for Construction Standards for Excavation.

### **MILITARY**

United States Army Reserves, Honorable Discharge

CITY OF HAVERHILL

DATE 1-12-12

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a license for

**DRAINLAYER**

Drainlayer's Name Richard Pabis Signature [Handwritten Signature]  
PRINTED

Home Address:  
Street 140 Brook St PO box \_\_\_\_\_

City/Town Haverhill State MA Zip Code 01832

Tel No. \_\_\_\_\_ Cell No. 978 914 3137

Business Name Roto Rooter / Emergency Sewer

Business Address:  
Street 140 Brook St PO Box \_\_\_\_\_

City/town Haverhill State MA Zip Code 01832

Tel No. 978 914 3137 FAX No. 978 702 4793

New/Renewal (circled) Fee 100.00

In Municipal Council, \_\_\_\_\_ 20\_\_\_\_\_

APPROVED [Handwritten Checkmark] Attest: \_\_\_\_\_

DENIED \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

[Handwritten Signature]  
CITY ENGINEER

*All boxes on file*

# CITY OF HAVERHILL

DATE 12-2-11

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a license for

## DRAINLAYER

Drainlayer's Name JOHN C. JABLONSKI  
PRINTED

Signature 

Home Address:

Street 167 WILLOW AVENUE PO box 8255

City/Town WARD HILL State MA Zip Code 01835

Tel No. 978-372-7136 Cell No. 978-815-3958

Business Name JABLONSKI & SONS, INC.

Business Address:

Street 206 KENOZA STREET PO Box 8255

City/town HAVERHILL State MA Zip Code 01830

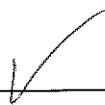
Tel No. 978-372-7136 FAX No. 978-372-9970

New/Renewal Fee 100.<sup>00</sup>

In Municipal Council,

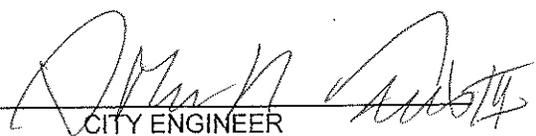
20

Attest:

APPROVED 

\_\_\_\_\_  
CITY CLERK

DENIED \_\_\_\_\_

  
CITY ENGINEER

*All Bonds on file*

Date 1-10-12

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

Hawker or Peddler

Being door-to-door throughout Haverhill contacting former Comcast customers regarding signing up again for Comcast Cable Service  
Kind of Merchandise to be Sold — /

(see above)  
Location

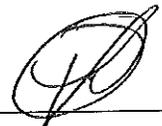
New - Fixed Location  
 Renewal - Fixed Location

New - Mobile Cart  
 Renewal - Mobile Cart

Monday thru Friday between 11:00 AM & 7:00 PM  
Date and Time of Operation  
January thru December

Name Paul Aliano III

Residence see back

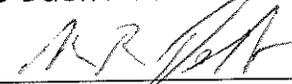
Signature 

Fee \$60.00

Bond on File

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

*only file Paul Aliano*

  
Police Chief

Approved  Denied

\_\_\_\_\_  
Health Department

Approved  Denied

\_\_\_\_\_  
Wire Inspector

Approved  Denied

\_\_\_\_\_  
Recreation Director (Stadium Only)

Approved  Denied

Date 12.8.11

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a license for a

- COIN-OPERATED MACHINE 1 Coin-op
- PINBALL MACHINE plush crane
- OTHER

Effective Date: 1.1.12

Expiration Date: 12.31.12

NEW/RENEWAL

Fee: 100.00

Vendor's Name: Melo Tone

Vendor's Address: 130 Broadway Somerville, Ma

Business Name: Papa Ginos

Business Address: 782 River Street

Owner's Name: Papa Gino's Inc.

Applicant's Name: Papa Gino's Inc Applicant's Signature: Michael Macrone (Hwy)

Applicant's Address: 1000 Providence Hwy, Dedham Ma  
02026

Applicant's Date of Birth: \_\_\_\_\_

Recommendation by Police Chief

[Signature]  
Police Chief

[Signature]  
Approved

Denied

In Municipal Council, \_\_\_\_\_

Attest:

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

# City of Haverhill

6.3.2

Date Jun 5 2012

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a license for a

COIN-OPERATED MACHINE \_\_\_\_\_

PINBALL MACHINE \_\_\_\_\_

OTHER 1 Pool Table

Effective Date: Jan 1 2012

Expiration Date: Dec 31 2012

NEW/RENEWAL

Fee: \$ 60.00

Vendor's Name: "The Other Place"

Vendor's Address: 119 Cedar St

Business Name: The Other Place

Business Address: 119 Cedar St

Owner's Name: Laurie Chiarenza

Applicant's Name: Laurie Chiarenza Applicant's Signature: Laurie Chiarenza

Applicant's Address: 23 Kendall St, Methuen, MA 01844

Applicant's Date of Birth: See Back

Recommendation by Police Chief

[Signature]  
Police Chief

Approved

Denied

In Municipal Council, \_\_\_\_\_

Attest:

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

# City of Haverhill

Date JAN 5 2012

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a license for a

- COIN-OPERATED MACHINE 1 Coin-op  
 PINBALL MACHINE \_\_\_\_\_  
 OTHER \_\_\_\_\_

Effective Date: Jun 1 2012 Expiration Date: Dec 31 2012  
Fee: \$100.00

NEW RENEWAL

Vendor's Name: L & M Amusement  
Vendor's Address: 37 Manchester St, Manchester NH  
Business Name: The Other Place  
Business Address: 119 Cedar St  
Owner's Name: Laurie Chiarenza

Applicant's Name: Laurie Chiarenza Applicant's Signature: Laurie Chiarenza  
Applicant's Address: 23 Kendall St, Methuen MA 01844  
Applicant's Date of Birth: See Back

Recommendation by Police Chief

[Signature]  
Police Chief

[Signature]  
Approved

Denied

In Municipal Council, \_\_\_\_\_

Attest:

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

**APPLICATION FOR SUNDAY LICENSE**

Date 12.8.11

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a license for a

- COIN-OPERATED MACHINE 1 Coin-op
- PINBALL MACHINE Push Crane
- OTHER

Effective Date: 1.1.12

Expiration Date: 12.31.12

NEW/RENEWAL

Fee: 20.00

Vendor's Name: Melo Tone

Vendor's Address: 130 Broadway, Somerville, Ma

Business Name: Papa Gino's

Business Address: 782 River St

Owner's Name: Papa Gino's Inc

Applicant's Name: Papa Gino's Inc Applicant's Signature: Michael Macone (Hwy)

Applicant's Address: 600 Providence Hwy, Dedham ma

Applicant's Date of Birth: 10-28-64

Recommendation by Police Chief

[Signature]  
Police Chief

[Signature]  
Approved

Denied

In Municipal Council, \_\_\_\_\_

Attest:

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

# City of Haverhill

JAN 5 2012

Honorable President and Members of the Municipal Council:

## APPLICATION FOR SUNDAY LICENSE

The undersigned respectfully asks that he may receive a license for a

COIN-OPERATED MACHINE 1 Coin-op

PINBALL MACHINE \_\_\_\_\_

OTHER \_\_\_\_\_

Effective Date Jan 1 2012 Expiration Date Dec 31 2012

NEW/RENEWAL Fee \$20.00

Vendor's Name: L + M Amusement

Vendor's Address: 37 Manchester St, Manchester NH

Business Name: The Other Place

Business Address: 119 Cedar St

Owner's Name: Laurie Chiarenza

Applicant's Name Laurie Chiarenza Applicant's Signature: Laurie Chiarenza

Applicant's Address: 23 Kendall St, Methuen MA 018 44

Applicant's Date of Birth: See Back

Recommendation by Police Chief ✓  
Approved Denied

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

Attest:

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

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

Date: JAN 06 2012

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

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

HHS Ski Team  
Organization

February 4 & 5  
Date(s)

2012

Mrs. Lynn Molloy  
Signature  
295 Willow Avenue  
Residence Bradford, MA 01835

N/A  
Date - Solicitation on a Public Way

M/C  
Fee

Canister \_\_\_\_\_

Tag \_\_\_\_\_

Street Locations:

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

Off Street Locations:

- Rite Aid \_\_\_\_\_
- Heavenly Donuts \_\_\_\_\_
- Dunkin Donuts, 110 \_\_\_\_\_
- CVS, Main St \_\_\_\_\_

Recommendation by Police Chief:

Approved  \_\_\_\_\_  
Denied  \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

Attest \_\_\_\_\_

City Clerk

CITY OF HAVERHILL

RECEIVED

Honorable President and Members of the Municipal Council:

2012 JAN 12 A 11:59

Date: 1-12-12

CITY CLERKS OFFICE  
HAVERHILL, MASS.

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

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

Hall Nicks by Girls In  
Organization

Jan 17-18 2012  
Date(s)

[Signature]  
Signature

N/A  
Date - Solicitation on a Public Way

10 So Coswell St  
Residence

Canister \_\_\_\_\_

Fee \_\_\_\_\_

Tag [Signature]

Street Locations:

Off Street Locations:

Rosemont St and Main St \_\_\_\_\_

Seawolf Donuts

Rte. 121 & Rte. 125 - Main St \_\_\_\_\_

Dunkin' Donuts

Lowell Ave and River St \_\_\_\_\_

Rite Aide

Water St and Mill St \_\_\_\_\_

Post Office

South Main St & Salem St  
(Bradford Common) \_\_\_\_\_

Main St & Kenosha Ave  
(Monument Square) \_\_\_\_\_

Recommendation by Police Chief

Approved  \_\_\_\_\_  
Denied  \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

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

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

Date: JAN 10 2012

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

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

HHS Classical Academy  
Organization

March 30, 31 & April 1  
Date(s)

[Signature]  
Signature

N/A  
Date - Solicitation on a Public Way

10 Allison Circle  
Residence Bradford 01835

N/C  
Fee

Canister \_\_\_\_\_

Tag \_\_\_\_\_

Street Locations:

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

Off Street Locations:

- Market Basket \_\_\_\_\_
- CVS \_\_\_\_\_
- Rite Aid \_\_\_\_\_
- Walgreens \_\_\_\_\_
- Heavenly Donuts \_\_\_\_\_

Recommendation by Police Chief:

Approved [Signature]  
Denied \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

CITY OF HAVERHILL

RECEIVED

Honorable President and Members of the Municipal Council:

2012 JAN -3 P 3: 14

Date: 1-3-2012

CITY CLERKS OFFICE  
HAVERHILL, MASS.

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

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

Hav 11 High Key Klee b  
Organization

April 6, 7 & 8, 2012  
Date(s)

X [Signature]  
Signature

\_\_\_\_\_  
Date - Solicitation on a Public Way

133 8th Avenue  
Residence

Canister \_\_\_\_\_

⊖  
Fee

Tag \_\_\_\_\_

Street Locations:

Off Street Locations:

Rosemont St and Main St. \_\_\_\_\_

Marked Basket

Rte. 121 & Rte. 125 - Main St \_\_\_\_\_

Lowell Ave and River St \_\_\_\_\_

Water St and Mill St \_\_\_\_\_

South Main St & Salem St  
(Bradford Common) \_\_\_\_\_

Main St & Kenoza Ave  
(Monument Square) \_\_\_\_\_

Recommendation by Police Chief

Approved [Signature]  
Denied \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

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

CITY OF HAVERHILL

RECEIVED

2012 JAN 12 A 11:59

Honorable President and Members of the Municipal Council:

Date: 1-12-12

CITY CLERKS OFFICE  
HAVERHILL, MASS.

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

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

Havill High outdortrack April 20 & 21<sup>st</sup> 2012

Date(s)

Organization

[Signature]

N/A  
Date - Solicitation on a Public Way

Signature

10 So Cogswell St

Residence

[Signature]  
Fee

Canister \_\_\_\_\_

Tag 4

Street Locations:

Rosemont St and Main St. \_\_\_\_\_

Rte. 121 & Rte. 125 - Main St \_\_\_\_\_

Lowell Ave and River St \_\_\_\_\_

Water St and Mill St \_\_\_\_\_

South Main St & Salem St  
(Bradford Common) \_\_\_\_\_

Main St & Kenosza Ave  
(Monument Square) \_\_\_\_\_

Off Street Locations:

Haverley Donuts

Dunkin Donuts

Post Office

[Signature]

Recommendation by Police Chief

Approved [Signature]  
Denied \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

Attest

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

CITY OF HAVERHILL

RECEIVED

Honorable President and Members of the Municipal Council:

Date: Jan 5, 2012

2012 JAN -5 A 9: 25

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

CITY CLERKS OFFICE  
HAVERHILL, MASS.

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

VFW Post 29  
Organization

May 25 & 26, 2012  
Date(s)

Clarence H. DeGean  
Signature

\_\_\_\_\_  
Date -- Solicitation on a Public Way

64 Kenoza Ave  
Residence

Canister \_\_\_\_\_

\$ 10.  
Fee

Tag \_\_\_\_\_

Street Locations:

Off Street Locations:

Rosemont St and Main St. \_\_\_\_\_

Market Basket  
Post Office

Rta. 121 & Rta. 125 - Main St \_\_\_\_\_

Lowell Ave and River St \_\_\_\_\_

Water St and Mill St \_\_\_\_\_

South Main St & Salem St  
(Bradford Common) \_\_\_\_\_

Main St & Kenoza Ave  
(Monument Square) \_\_\_\_\_

Recommendation by Police Chief

Approved  \_\_\_\_\_  
Denied  \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

Attest \_\_\_\_\_

City Clerk

6.5.7

CITY OF HAVERHILL

RECEIVED

2012 JAN -3 P 3:14

Honorable President and Members of the Municipal Council:

Date: 1-3-2012

CITY CLERKS OFFICE  
HAVERHILL, MASS.

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

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

Haverhill Lions Club  
Organization

June 2, 2012  
Date(s)

*[Signature]*  
Signature

June 2, 2012  
Date - Solicitation on a Public Way

133 8th Avenue  
Residence

10.  
Fee

Canister \_\_\_\_\_

Tag \_\_\_\_\_

Street Locations:

Rosemont St and Main St. \_\_\_\_\_

Rte. 121 & Rte. 125 - Main St \_\_\_\_\_

Lowell Ave and River St June 2

Water St and Mill St June 2

South Main St & Salem St  
(Bradford Common) \_\_\_\_\_

Main St & Kenosza Ave  
(Monument Square) \_\_\_\_\_

Off Street Locations:

Mail Post office

Recommendation by Police Chief

Approved   
Denied \_\_\_\_\_

*[Signature]*  
Police Chief

In Municipal Council, \_\_\_\_\_

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

CITY OF HAVERHILL

RECEIVED

Honorable President and Members of the Municipal Council:

2012 JAN -5 P 1:10

Date: 1-5-12

The undersigned respectfully asks to receive a license for TAG DAYS: CITY CLERK'S OFFICE HAVERHILL, MASS.

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

Haverhill Veterans Council  
Organization

June 8, 9 & 10, 2012  
Date(s)

Raymond Jenkins  
Signature

\_\_\_\_\_  
Date - Solicitation on a Public Way

461 Boyford Rd  
Residence

Canister \_\_\_\_\_

\$10  
Fee

Tag

Street Locations:

Off Street Locations:

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

Marked Barked  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommendation by Police Chief

Approved   
Denied \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

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

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

Date: 1-6-12

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

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

Riverbend's Baseball  
Organization

June 22, 23, 24, 2012  
Date(s)

[Signature]  
Signature

\_\_\_\_\_  
Date - Solicitation on a Public Way

10 Tappan St  
Residence

Canister \_\_\_\_\_

NC  
Fee

Tag \_\_\_\_\_

Street Locations:

- ~~Rosemont St and Main St. \_\_\_\_\_~~
- ~~Rte. 121 & Rte. 125 - Main St \_\_\_\_\_~~
- ~~Lowell Ave and River St \_\_\_\_\_~~
- ~~Water St and Mill St \_\_\_\_\_~~
- ~~South Main St & Salem St  
(Bradford Common) \_\_\_\_\_~~
- ~~Main St & Kenosha Ave  
(Monument Square) \_\_\_\_\_~~

Off Street Locations:

- 3 Market Baskets
- Dunkin Donuts
- 99 Restaurant
- Walgreens
- CVS
- Wendy's Donuts

Recommendation by Police Chief:

Approved [Signature]  
Denied \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

6.5.10

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

Date: JAN 17 2012

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

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

Amvets Post 147  
Organization

August 3 & 4 2012  
Date(s)

[Signature]  
Signature

N/A  
Date - Solicitation on a Public Way

45 Downing Ave Haverhill  
Residence

Canister \_\_\_\_\_

10.00  
Fee

Tag \_\_\_\_\_

Street Locations:

Rosemont St and Main St

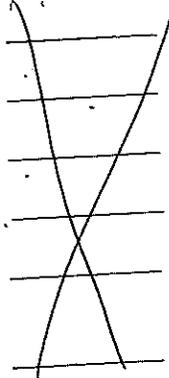
Rte. 121 & Rte. 125 - Main St

Lowell Ave and River St

Water St and Mill St

South Main St & Salem St  
(Bradford Common)

Main St & Kenosha Ave  
(Monument Square)



Off Street Locations:

(3) Market Baskets

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommendation by Police Chief

Approved [Signature]  
Denied \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

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

6.5.11

CITY OF HAVERHILL

RECEIVED

Honorable President and Members of the Municipal Council:

2012 JAN -5 P 1:15

Date: 1-5-12

CITY CLERKS OFFICE  
HAVERHILL, MASS.

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

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

American Legion Post 4  
Organization

Aug. 10, 11, 12, 2012.  
Date(s)

Raymond W. Jenkins  
Signature

\_\_\_\_\_  
Date - Solicitation on a Public Way

461. Bedford Rd  
Residence

Canister \_\_\_\_\_

\$10.  
Fee

Tag ✓

Street Locations:

Off Street Locations:

Rosemont St and Main St. \_\_\_\_\_

Market Basket

Rte. 121 & Rte. 125 - Main St \_\_\_\_\_

Lowell Ave and River St \_\_\_\_\_

Water St and Mill St \_\_\_\_\_

South Main St & Salem St  
(Bradford Common) \_\_\_\_\_

Main St & Kenoza Ave  
(Monument Square) \_\_\_\_\_

Recommendation by Police Chief

Approved ✓  
Denied \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

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

CITY OF HAVERHILL

RECEIVED

Honorable President and Members of the Municipal Council:

Date: 1-11-12

2012 JAN 11 A 10:42

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

CITY CLERK'S OFFICE  
HAVERHILL, MASS.

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

Amvets Ladies Auxiliary  
Organization

August 17+18 2012  
Date(s)

X \_\_\_\_\_  
Signature

N/A  
Date - Solicitation on a Public Way

43 Downing Ave  
Residence

Canister \_\_\_\_\_

10. -  
Fee

Tag

Street Locations:

Off Street Locations:

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

Market Basket  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommendation by Police Chief:

Approved   
Denied \_\_\_\_\_

  
Police Chief

In Municipal Council, \_\_\_\_\_

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

CITY OF HAVERHILL

RECEIVED

Honorable President and Members of the Municipal Council:

2012 JAN 12 A 9:19

Date: 1-12-12

CITY CLERKS OFFICE  
HAVERHILL, MASS.

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

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

Wash High Cheerleaders  
Organization

Sept 8 & 9, 2012  
Date(s)

X  
Signature  
55 Goodale St  
Residence

MA  
Date - Solicitation on a Public Way

[Signature]  
Fee

Canister \_\_\_\_\_  
Tag P

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

- Off Street Locations:
- Marble Barrels
  - Lite-Cide
  - Heavenly Doves
  - 99 Restaurant
  - Bradford Sq. Breakfast Place
  - Raffes Cafe

Recommendation by Police Chief:

Approved [Signature]  
Denied \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

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

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

Date: 1-4-11

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

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

Marine Corps League  
Organization

Sept 27, 28, 29  
Date(s)

[Signature]  
Signature

Sept 29  
Date - Solicitation on a Public Way

23 Chestnut St.  
Residence

\$10.00  
Fee

Canister \_\_\_\_\_

Tag \_\_\_\_\_

Street Locations:

Rosemont St and Main St. ✓

Rte. 121 & Rte. 125 - Main St ✓

Lowell Ave and River St ✓

Water St and Mill St ✓

South Main St & Salem St  
(Bradford Common) ✓

Main St & Kenosza Ave  
(Monument Square) ✓

Off Street Locations:

3 ~~at~~ <sup>marked baskets</sup>

CVS

Recommendation by Police Chief

Approved ✓  
Denied \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

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

CITY OF HAVERHILL

RECEIVED

Honorable President and Members of the Municipal Council:

2012 JAN 12 P 12:00

Date: 1-12-12

CITY CLERKS OFFICE  
HAVERHILL, MASS.

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

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

Hav'ill High Boys/Girls Cross Country October 12, 13, 14, 2012

Organization  
*[Signature]*

Date(s)

Signature

Date - Solicitation on a Public Way

Residence

*[Signature]*  
Residence

Canister \_\_\_\_\_

Tag \_\_\_\_\_

Street Locations:

Rosemont St and Main St \_\_\_\_\_

Rte. 121 & Rte. 125 - Main St \_\_\_\_\_

Lowell Ave and River St \_\_\_\_\_

Water St and Mill St \_\_\_\_\_

South Main St & Salem St  
(Bradford Common) \_\_\_\_\_

Main St & Kenosha Ave  
(Monument Square) \_\_\_\_\_

Off Street Locations:

*Rite-Aide*  
*Heavenly Donuts*  
*99 Restaurants*  
*A-1 Deli*  
*Post Office*  
*Village Square*

Recommendation by Police Chief

Approved \_\_\_\_\_  
Denied \_\_\_\_\_

*[Signature]*  
Police Chief

In Municipal Council, \_\_\_\_\_

Attest

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

6.5.16

CITY OF HAVERHILL

RECEIVED

Honorable President and Members of the Municipal Council:

Date: 1-10-12

2012 JAN -6 P 2:46

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

CITY CLERKS OFFICE  
HAVERHILL, MASS.

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

Nettle School Cheerleaders  
Organization

October 20, 2012  
Date(s)

Joanell Tarrule  
Signature

\_\_\_\_\_  
Date - Solicitation on a Public Way

5 Middle Ln  
Residence

Canister \_\_\_\_\_

0  
Fee

Tag 2

Street Locations:

Rosemont St and Main St \_\_\_\_\_

Rte. 121 & Rte. 125 - Main St \_\_\_\_\_

Lowell Ave and River St \_\_\_\_\_

Water St and Mill St \_\_\_\_\_

South Main St & Salem St  
(Bradford Common) \_\_\_\_\_

Main St & Kenoza Ave  
(Monument Square) \_\_\_\_\_

Off Street Locations:

Heavenly Donuts  
Marks Deli  
Charlie's Mistry

Recommendation by Police Chief

Approved  \_\_\_\_\_  
Denied  \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

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

6.5.17

CITY OF HAVERHILL

RECEIVED

2012 JAN 12 A 11:53

Honorable President and Members of the Municipal Council:

Date: 1-12-12

CITY CLERKS OFFICE  
HAVERHILL, MASS.

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

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

Nov '11 High Pops Swims Driving

Dec 7, 8, 9 2012  
Date(s)

City of Haverhill

N/A  
Date - Solicitation on a Public Way

Signature  
H. Leonard Cross

Residence

Canister \_\_\_\_\_

Rec: \_\_\_\_\_

Tag \_\_\_\_\_

Street Locations:

Rosemont St and Main St. \_\_\_\_\_

Rte. 121 & Rte. 125 - Main St \_\_\_\_\_

Lowell Ave and River St \_\_\_\_\_

Water St and Mill St \_\_\_\_\_

South Main St & Salem St  
(Bradford Common) \_\_\_\_\_

Main St & Kenosza Ave  
(Monument Square) \_\_\_\_\_

Off Street Locations:

Rite Aid  
Heavenly Donuts  
Dunkin Donuts  
99 Restaurants  
A-1 Deli  
Post Office  
Village Square post

Recommendation by Police Chief

Approved  \_\_\_\_\_  
Denied  \_\_\_\_\_

[Signature]  
Police Chief

In Municipal Council, \_\_\_\_\_

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

Hearing April 10 2012

Bradford Unlimited Corp.  
Stephen Defeo, President  
P.O. Box 5415  
Bradford, MA 01835

Hearing April 10, 2012

January 18, 2012

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

Subject: Application for Special Permit for Cluster Residential Development &  
Application for Waiver of Affordable Housing Component  
Off Rosemont Street (Assessor's Map 636, Block 1, Lot 10 & a Portion of Map 651,  
Block 610, Lot 18)

Dear Mr. Michitson and Members of the City Council,

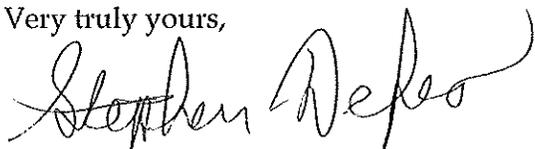
I respectfully submit this letter of application for a Special Permit for a Cluster Residential Development & for a Waiver of the Affordable Housing Component for said Cluster Development for land designated by the Assessor's office as Map 636, Block 1, Lot 10 and a portion of Map 651, Block 610, Lot 18, located off Rosemont Street, Haverhill, MA as owned by the Estate of Joseph G. Duffy.

The project consists of 6 new residential single-family house lots. All of the house lots and buildings thereon will be for sale. The parcels to be developed have a total area of 15.5 acres. Of the 15.5 acres, 12.0 acres will be used for the roadway and house lots and 3.5 acres will remain as open space.

The City Council is currently reviewing a proposed Zoning Ordinance amendment that would allow the requirements for affordable housing to be waived by application to the City Council. Should the Ordinance amendment be approved by the City Council, we believe that this proposed Cluster Residential Development qualifies for such a waiver because there exist 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.

The attached plans and documents have been prepared in support of these Applications.

Very truly yours,



Stephen Defeo  
President

## Enclosures

cc: Gordon Duffy, Co-Executor  
Stephen Duffy, Co-Executor  
Attorney Robert Harb  
Williams & Sparages, LLC

## Exhibit A Legal Description

### Parcel I

That Certain parcel of land located off Rosemont Street, Haverhill, Essex County, Massachusetts designated as Lot 10 within Block 1 on Map 636 of the City of Haverhill Assessor's Maps.

Lot 10 being the same property conveyed to Joseph G. Duffy by deed recorded with the Essex South Registry of Deeds in Book 24461, Page 59.

Lot 10 is also shown as Lot A on a plan recorded with the Essex South Registry of Deeds in Plan Book 431 Plan 70. A copy of this plan is attached hereto.

### Parcel II

That Certain parcel of land located at Spinnaker Circle, Rear, Haverhill, Essex County, Massachusetts designated as a portion of Lot 18 within Block 610 on Map 651 of the City of Haverhill Assessor's Maps.

The portion of Lot 18 described above being a portion of the same property conveyed to Joseph G. Duffy, Trustee, Pilgrim Realty Trust, by deed recorded with the Essex South Registry of Deeds in Book 11279, Page 36.

The portion of Lot 18 described above is also shown as Lot 10C on a plan recorded with the Essex South Registry of Deeds in Plan Book 431 Plan 70. A copy of this plan is attached hereto.

**Exhibit B**  
**Compliance with Zoning**  
**Cluster Residential Development**  
**off Rosemont Street**

The City of Haverhill Zoning Ordinance, Chapter 255, contains the requirements for a Cluster residential development in section 255-94, 255-90, 255-91, 255-76, and 255-97. We have transcribed these sections below in italics and have provided a summary of how this project conforms to each section of the ordinance. In addition, please note that we are requesting a waiver from the requirements of Zoning Ordinance 255-97 under a proposed Zoning Ordinance amendment currently being considered by the City Council, which states that any new residential development requiring a special permit from the City Council is required to make available 10 percent or more of the units for persons of low and moderate income.

*255-79. Affordable housing. [Added 6-27-2000 by Doc. 79-J]*

*A. Statement of purpose and definition of "affordable."*

*1. In order to meet the needs of the community for housing serving all incomes and until such time as 10% of the housing stock of the City of Haverhill determined to be available to households with incomes of 80% or less median income of the Lawrence-Haverhill Primary Metropolitan Statistical Area (PMSA), any new residential development requiring a special permit from either the City Council or the Board of Appeals is required to make available 10% or more of the units for such persons of low- and moderate-income, or make cash contribution to be designated housing entity (as described in Subsection I).*

The City Council is currently reviewing a proposed Zoning Ordinance amendment that would allow the requirements for affordable housing to be waived by application to the City Council. Such applications would 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. Should the Ordinance amendment be approved by the City Council, we believe that this proposed Cluster Residential Development qualifies for such a waiver because there exist 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.

*255-88. Cluster residential development. [Amended 8-8- 72 by Doc 197; 8-14-73 by Doc. 188; 6-6-78; by Doc. 103-C; 6-19-79 by Doc. 94-C]*

*A. A cluster residential development is a division of land into lots for use as single -family building sites where said lots are arranged into one or more groups having area and yard measurements less than the minimum required in the Table of Dimensional and Density Regulations. These clusters or groups shall be separated adjacent property and other groups of lots within the development by intervening open space land.*

The attached plans show the proposed project. The project consists of 6 lots and a total of 3.47 acres of open space. The project will be served by public water and sewer. A new, 362 foot long cul-de-sac off Rosemont Street will provide frontage for the lots. The proposed road will be designed in accordance the design standards of the Haverhill Subdivision regulations. The proposed stormwater management system drainage system is shown schematically on the site plans. The final design will be designed to meet all required stormwater management standards.

*B. Cluster residential developments may be allowed in those districts specified in Table 1: Table of Use and Parking Regulations by special permit subject to dimensional requirements less than the minimum required for the development of an individual lot in the some district, provided that the following conditions are met. (See also 255-96.)*

The project site is in an RL zone, which allows for a cluster subdivision.

*(1) The tract of single or consolidated ownership at the time of application shall be at least fifteen (15) acres.*

The parcel consists of 15.5 acres.

*(2) Each individual lot shall be subject to all requirements for a one-family detached dwelling in any RH District.*

The lots all have frontage in excess of the requirements of the RH zone and the area is in excess of the requirements of that zone.

*(3) The number of lots over the tract of land in any one zoning district shall not exceed the number of lots permitted under normal application of the area regulations of the district in which the tract of land is located, except that a ten percent (10%) unit density bonus may be granted; however, in the event that a density bonus is granted, open space land shall be at least thirty percent (30%) of the total land tract. [Amended 6-10-1992 by Doe. 52-C]*

The normal application of the area regulations would allow 14 lots to be built on this property as shown on the plan entitled, "Site Plan in Haverhill, MA Showing Cluster Subdivision – Yield Plan, dated January 10, 2012, Sheet 2 of 2, prepared by Williams & Sparages LLC." The proposed cluster subdivision plan calls for only 6 lots with no bonus densities requested as on the plan entitled, "Site Plan in Haverhill, MA Showing Cluster Subdivision, dated January 10, 2012, Sheet 1 of 2, prepared by Williams & Sparages LLC."

*(4) The proposed plan shall be in accordance with the Haverhill Master Plan as last revised.*

The plan complies with current zoning and Planning Board regulations and therefore complies with the Master Plan.

*(5) The development shall be served by both public water and sewerage systems.*

The proposed development will be served by both public water and sewerage systems.

*(6) The area of open space land when added to the area of building lots shall at least equal the area that would have been required to develop the same number of dwelling units with in a conventional, nonclustered subdivision in the zoning district. Open space land shall be at least fifty percent (50%) nonwetlands or land with a slope of five percent (5%) or greater.*

The project conforms to this requirement. The area of lots and roadway is approximately 12.0 acres and the area of open space is approximately 3.5 acres. When added together these areas equal the full acreage of the subject parcel. The open space area is approximately 55% non-wetlands and land with a slope of 5% or greater.

*(7) Open space land separating groups of lots within the development shall be left in a natural state or developed for open space recreational purposes only, such as a tot lot,*

*park playground, playfield , golf course, conservation area, etc. Open space land which separates the development from adjacent property not of the development shall be left in a natural state and shall not be developed for any purpose.*

The proposed open space parcel is proposed to be left in its natural state.

*(8) Such open space land shall simultaneously, with the Planning Board's approval of the definitive sub-division plan, either be conveyed to the City and accepted by it for park or open space use; or be conveyed to a nonprofit organization, the principal purpose of which the conservation of open space; or to be conveyed to a corporation or trust owned or to be owned by the owners of lots or residential units within the Plot. If such a corporation or trust is utilized, ownership thereof shall pass with conveyed to the city, a restriction enforceable by the city shall be recorded, provided that such land shall be kept in an open or natural state and not to be built for residential use or developed for accessory uses such as parking or roadway. Such open space land shall have suitable access to a street.*

Access is provided to the open space as shown on the attached plans. The applicant prefers to convey the open space to either the City or a non-profit organization acceptable to the City. The documents needed to convey or restrict the property can be developed during the definitive plan process.

*(9) The plan and the roadway and respective utility improvements in the tract shall be subject to the definitive plan and performance guaranty requirements of the Rules and Regulations Governing the Subdivision of Land in the City of Haverhill, Massachusetts.*

The applicant will prepare a definitive plan in accordance with 255-90 D. after securing the special permit for a cluster subdivision. The Planning Board is the approving authority for the definitive plan process. The performance guarantees will be included as part of that approval process.

*(10) The services of a consultant to act as a Clerk of the Works, directly responsible to the City Engineer, shall be required for all cluster residential developments to assure that proper construction practices are implemented according to any standards or procedures set forth by the City Council as a condition of the issuance of the required special perm it and according to the subdivision plans and specifications approved by the Planning Board. Said Clerk shall be selected and reimbursed as outlined in 255-92.1. [Added 10-14-1980 by Doe. 170-C]*

The applicant understands and agrees to this requirement.

*(11) The developer shall install street identification signs on all rights-of-way and drives within the development. Said signs shall be in place upon completion of final paving of each respective way or drive. [Added 9-25-84 by Doe. 147-C]*

The applicant understands and agrees to this requirement.

*(12) The developer shall install street lighting on all rights- of-way and drives within the development. The lighting shall be in place prior to paving of each respective way or drive. [Added 9-25-84 by Doe. 147-C]*

The applicant understands and agrees to this requirement.

*255-90. Procedure to obtain a special permit for the construction of multifamily dwelling units, cluster residential developments, residential subdivisions in Watershed Protection Overlay District or planned unit developments. [Amended 8-8-1972 by Doc. 1971*

*A. Application for permit.*

*(1) An application for a special permit when required by this chapter to construct multifamily dwelling units, cluster residential developments, residential subdivisions in the Watershed Protection Overlay District or planned unit developments shall be submitted to the City Clerk's with a complete set of plans as stipulated by 255-91. The City Clerk shall refer the application and plans to the City Council who shall refer the application and plans to the Planning Board for its review. The official date of filing shall be the date recorded by the City Clerk upon receipt of the executed forms. [Amended 6-6-1978 by Doc. 103-C; 6-27-2000 by Doc. 79-H]*

The application was filed according to the Requirements for Special Permit-City of Haverhill as issued by the City Clerk's Office.

*(2) A filing fee in an amount equal to \$250 or \$5 per dwelling unit, whichever is greater, and any additional fee necessary to cover advertising and notice costs for both the Planning Board and City Council public hearings, as determined by the City Clerk, shall accompany the application and shall cover the costs for advertising both the City Council and Planning Board public hearings and processing of the petition. [Added 5-24-1983 by Doe. 69-B; amended 4-26-1988 by Doe. 77-E]*

The applicant has included a filing fee of \$250.00 with the special permit application for the cluster subdivision.

*(3) The City Council shall refer all requests for such permit to the Conservation Commission for a review and recommendation before the City Council shall vote on the request. Any application permit under this section shall be accompanied by a report from the Conservation Commission setting forth a record of its action on and any recommendations as to the subject matter of the application. No such application shall be considered complete without such report. [Added 6-27-2000 by Doe. 79-KI]*

The wetland resources shown on the plan were established by a professional wetland scientist and located by an actual field survey. Leading up to the filing of this special permit, Williams and Sparages LLC walked the property with Robert E. Moore, Jr., the Environmental Health Technician, for the City of Haverhill. The purpose of this walk was to evaluate open space access to Little River and to identify appropriate access points to the open space from Rosemont Street and the proposed roadway.

As shown on the site plan, there is direct access to Little River through a large upland portion of the open space. In addition, the applicant has agreed to provide access easements through proposed Lots 4 and 5 to allow additional access along the river and to the existing trail system located to the south of the development. We look forward to working with the Conservation Commission on this project.

*B. Upon receipt of said application, the Planning Board shall hold a public hearing on the matter and make recommendations and shall send copies thereof to the Council and to the applicant within 35 days of receipt; provided however, that failure of the Planning Board to make recommendations within 35 days of receipt by the Planning Board of the application shall be deemed lack of opposition thereto. City Council shall hold, upon receipt of said application, a public hearing on the matter within 65 days after filing of the application with*

*the City Clerk. Both the Planning Board and the City Council shall cause notice of the time and place of their respective public hearings by publication, posting and mailings to all parties in interest, as provided for in 255-92 of this chapter. [Amended 6-6- 1978 by Doe. 103-C*

The applicant's representative shall be present for the public hearing.

*C. The City Council shall act within ninety (90) days following a public hearing for which notice has been given, as provided in 255-92. Failure by the Council to take final action upon an application a special permit within ninety (90) days following the date of public hearing shall be deemed to be a grant of the permit applied for. Special permits issued by the Council shall require a two-thirds vote of its membership. [Amended 6-6-1978 by Doe. 103-C]*

The applicant's representative shall be present for the public hearing.

*D. Upon approval of said special permit by the City Council, the applicant shall submit a definitive plan to the Planning Board as specified in the Rules and Regulations Governing the Subdivision of Land in the City of Haverhill, Massachusetts. (See also 255-63, Other approvals required) [Amended 3- 13-1979 by Doe. 299-C]*

If approved, the applicant will prepare and submit a definitive plan to the Planning Board.

*E. Special permits granted under this section shall lapse within one (1) year, and including such time required to pursue or await the determination of an appeal referred to in 255-80, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except good cause. [Added 6-6-78 by Doe. 103-C].*

The applicant acknowledges this statement.

*255-91. Preliminary plan requirements for cluster residential development, multifamily dwellings or planned unit development. [Amended 6-10-1992 by Doe. 52-C] A complete set of plans shall be submitted in accordance with 255- 76C.1 and C.2.*

*C. I. [Added 6-10-1992 by Doe. 52-CI All applications a special permit before the City Council shall be accompanied by a reproducible original and eighteen ( 18) copies of the following described certified site plan prepared by a registered professional engineer and registered land surveyor. The certified sire plan shall show the following (1) The perimeter dimensions of the lot; Assessors Map, lot and block numbers.*

The perimeter dimensions of the lot are shown on the attached plans. The assessor's reference is shown on the site plan.

*(2) All existing and proposed buildings, structures, building setbacks, parking spaces, driveway openings, distance between buildings, plan view exterior measurements of individual buildings, driveways, service areas and open areas.*

The proposed site improvements are shown on the Site plans. All buildings shown conform to the setback requirements of the zoning district.

*(3 ) Internal roads, sidewalks and parking areas (width dimensions of paving and indication of number of parking spaces).*

The proposed roadway meets the planning board requirements of 28 feet wide. Separate parking areas are not proposed because it is a single family home project. Each single family home will have a driveway with suitable off-street parking.

*(4) All facilities sewage, refuse and other waste disposal and for surface water drainage.*

A proposed sewer is shown on the attached plans. It is anticipated that refuse disposal will be provided by the City. The proposed stormwater management system drainage system is shown schematically on the site plans. The final design will be designed to meet all required stormwater management standards during the definitive plan approval process.

*(5) All proposed landscaping features, such as fences, walls, planting areas and walks on the lot and tract.*

The information is shown on the submitted plans and will be detailed on the definitive plan set.

*(6) Existing major natural features, including streams, wetlands and all trees six inches or larger in caliper (caliper is girth of the tree at approximately waist height).*

Wetland resource areas are shown. Trees over 6 inches are not shown because it would be an overwhelming task to locate so many trees on such a large parcel.

*(7) Zoning, scale and North arrow (minimum scale of one inch equals 100 feet).*

The Zoning information is on the site plan. The North Arrow is on the plans and the scale provided is 1 inch equals 50 feet.

*(8) Total site area in square footage and acres and area to be set aside as public open space, if appropriate.*

The total site area is equal to approximately 15.5 acres. The area of open space is equal to approximately 3.47 acres. This information is summarized on the site plan.

*(9) Percentage of lot coverage (including the percentage of the lot covered by buildings) and percentage of open space, if appropriate.*

The percentage of lot coverage is not applicable in this case since we are proposing small single family homes. The percentage of open space is equal to approximately 22.4%.

*(10) The proposed residential density in terms of dwelling units per acre and types of proposed commercial uses in terms of the respective floor area, and recreation areas, and number of units proposed by type: number of one-bedroom units; two-bedroom units, etc. If appropriate.*

The density provided is 0.39 units per acre if calculated on the total parcel area and 0.50 units per acre if calculated excluding the open space. Commercial space is not proposed. We propose a total of 6 single family homes containing three to four bedrooms each.

*(11) Location sketch map (indicate surrounding streets and properties and any additional abutting lands owned by the applicant).*

A locus map is shown on the site plan.

*(12) Developer's (or his representative's) name, address and phone number.*

Developer:

Bradford Unlimited Corp., Stephen Defeo, President  
PO Box 5415  
Bradford, MA 01835  
TEL: (978)375-6118

Engineers & Surveyors of Record:

Williams & Sparages LLC  
191 South Main Street, Suite 103  
Middleton, MA 01949  
TEL: (978) 539-8088

Legal Counsel:

Robert D. Harb, Cirome & Harb LLP  
17 West Street  
Haverhill, MA 01830  
TEL: (978) 373-5611

*(13) Any other -information which may include traffic, school, utilities and impact studies deemed necessary by a two-thirds vote of the City Council as the Special Permit Granting Authority (SPGA) in order to adequately evaluate the scope and potential impacts of the proposed projects.*

This information is not included with this special permit application, but can be provided as requested by the City Council.

*C.2. [Added 6-10-1992 by Doe. 52-C; amended 6-27-2000 by Doe. 79-H] The City Council shall require all petitions for special permits for cluster residential development, multifamily dwellings, residential developments in the Watershed Protection Overlay District or planned unit development to meet the certified site plan requirements of Subsection C.1 above, and attached to said plan shall be exterior facade elevation Plans and interior unit Plans prepared by a registered architect. The architectural plans shall show the following:*

*(1) Representative elevation sketches of buildings (indicate height of building and construction material of the exterior facade).*

Attached are sketches of buildings that may be built on site. The height of the buildings will not exceed 35 feet. Since it is a residential subdivision, individual lots may be sold to others. In these cases, the building may not look like the attached sketches.

*(2) Typical unit floor plan for residential uses. (Floor plan should be indicated for each type of unit proposed: either one bedroom, two bedrooms Or more.) The area in square feet of each typical unit should be indicated.*

Floor plans for each building are attached. The plans provided are not stamped by an architect since it not required for this type of residential construction.

**Exhibit C**  
**Architectural Sketches**

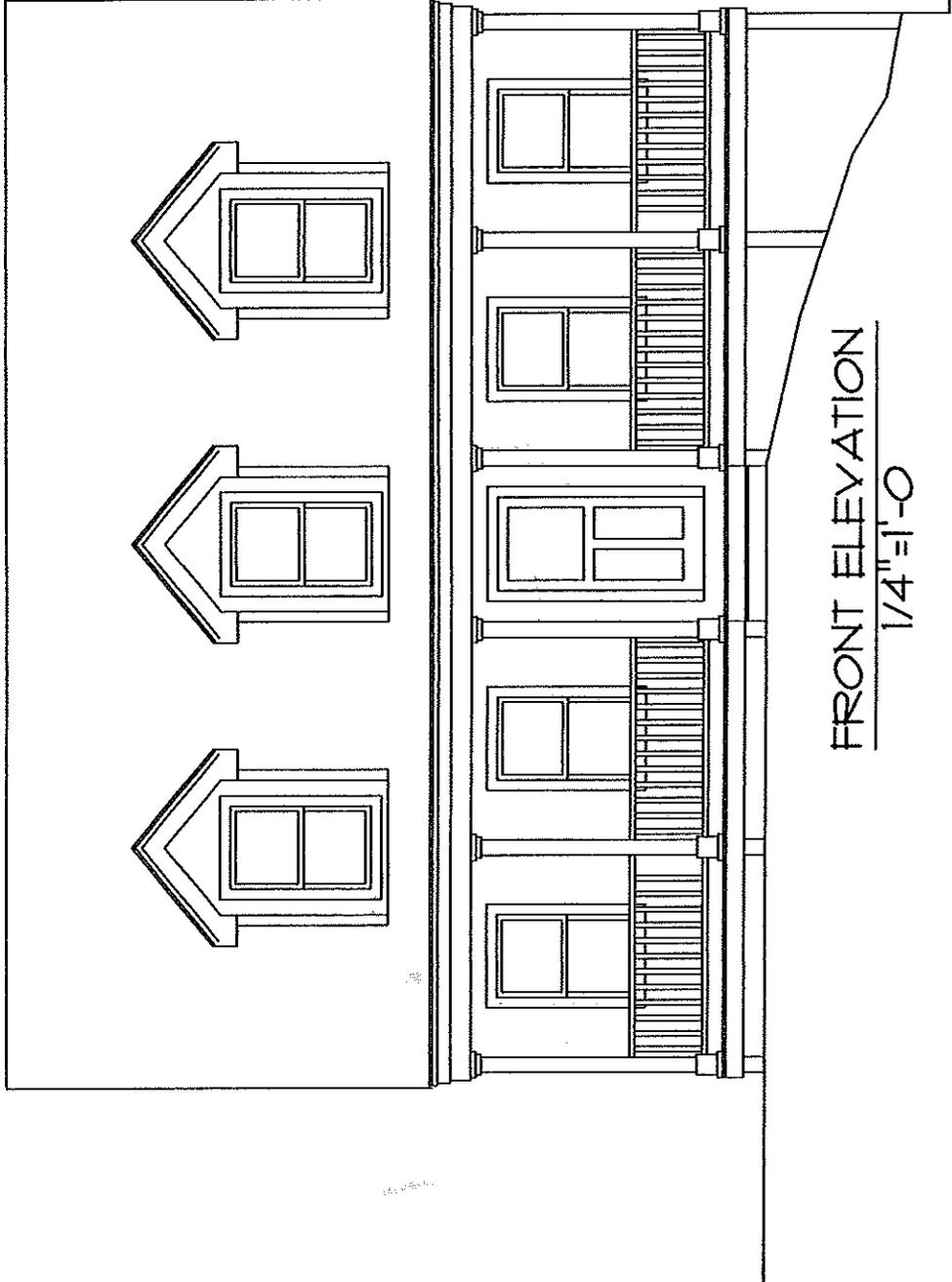
Option 1 - "Garage Under" Scenario

Option 2 - "Attached Garage" Scenario

# OPTION 1

DRAWN BY:  
MARTHA MACINNIS  
58 REGENT AVE.  
BRADFORD, MA 01835  
(978)374-8719

PROPOSED NEW CONSTRUCTION  
BRADFORD UNLIMITED CORP.



FRONT ELEVATION  
1/4"=1'-0"

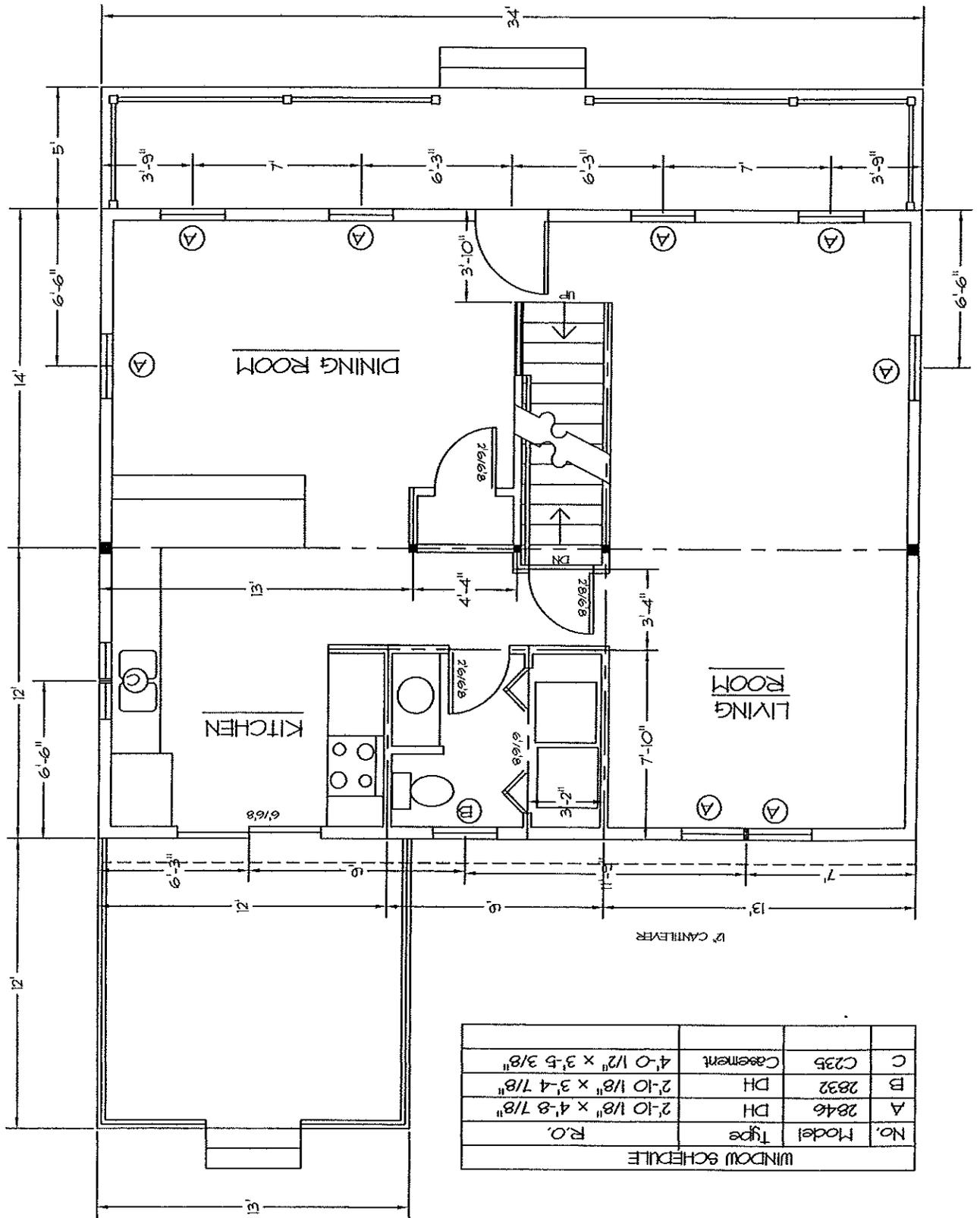
# OPTION 1

DRAWN BY:  
 MARTHA MACINNIS  
 58 REGENT AVE.  
 BRADFORD, MA. 01835  
 (978)374-8719

PROPOSED NEW CONSTRUCTION  
 BRADFORD UNLIMITED CORP.

2

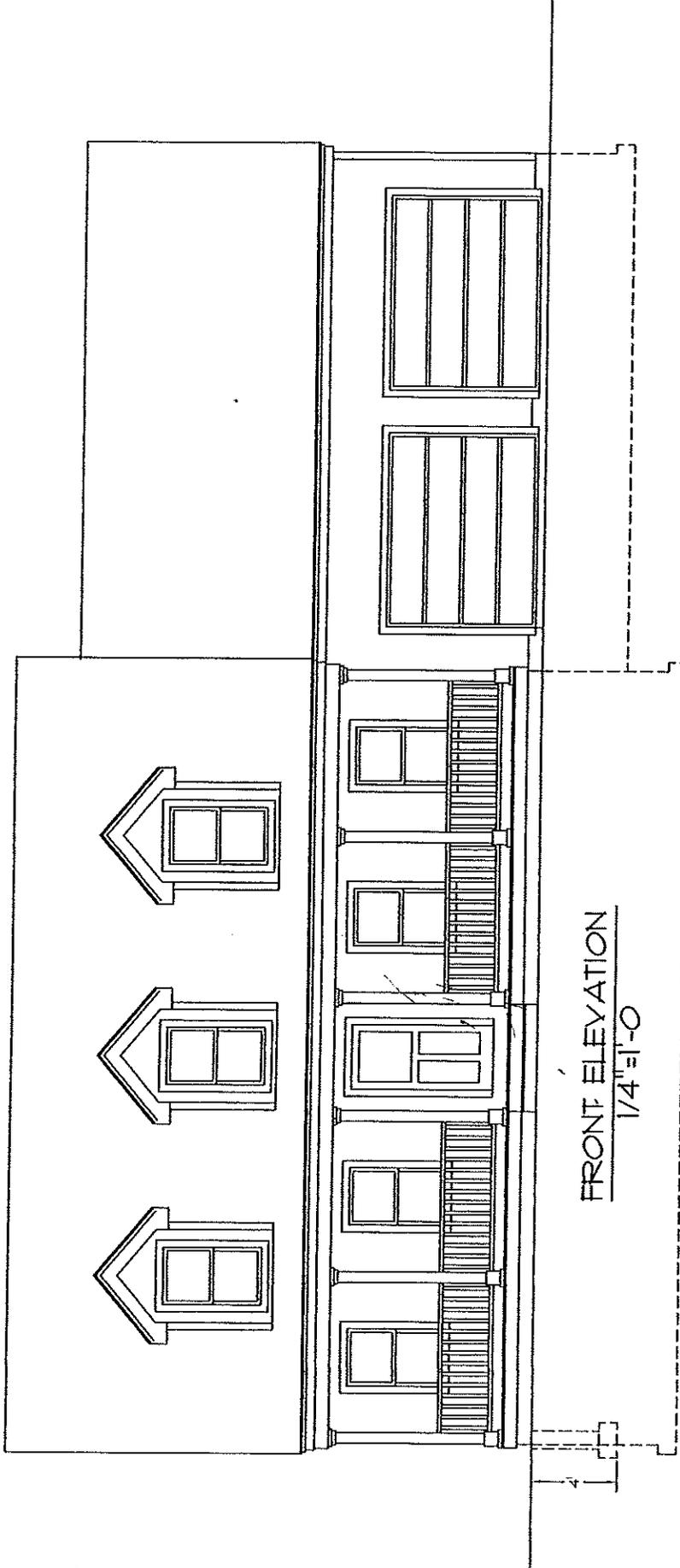
## FIRST FLOOR PLAN 1/4"=1'-0"



No.	Model	Type	R.O.
A	2846	DH	2'-10 1/8" x 4'-8 7/8"
B	2832	DH	2'-10 1/8" x 3'-4 7/8"
C	C235	Casement	4'-0 1/2" x 3'-5 3/8"



# OPTION 2



SEPT. 7, 2010

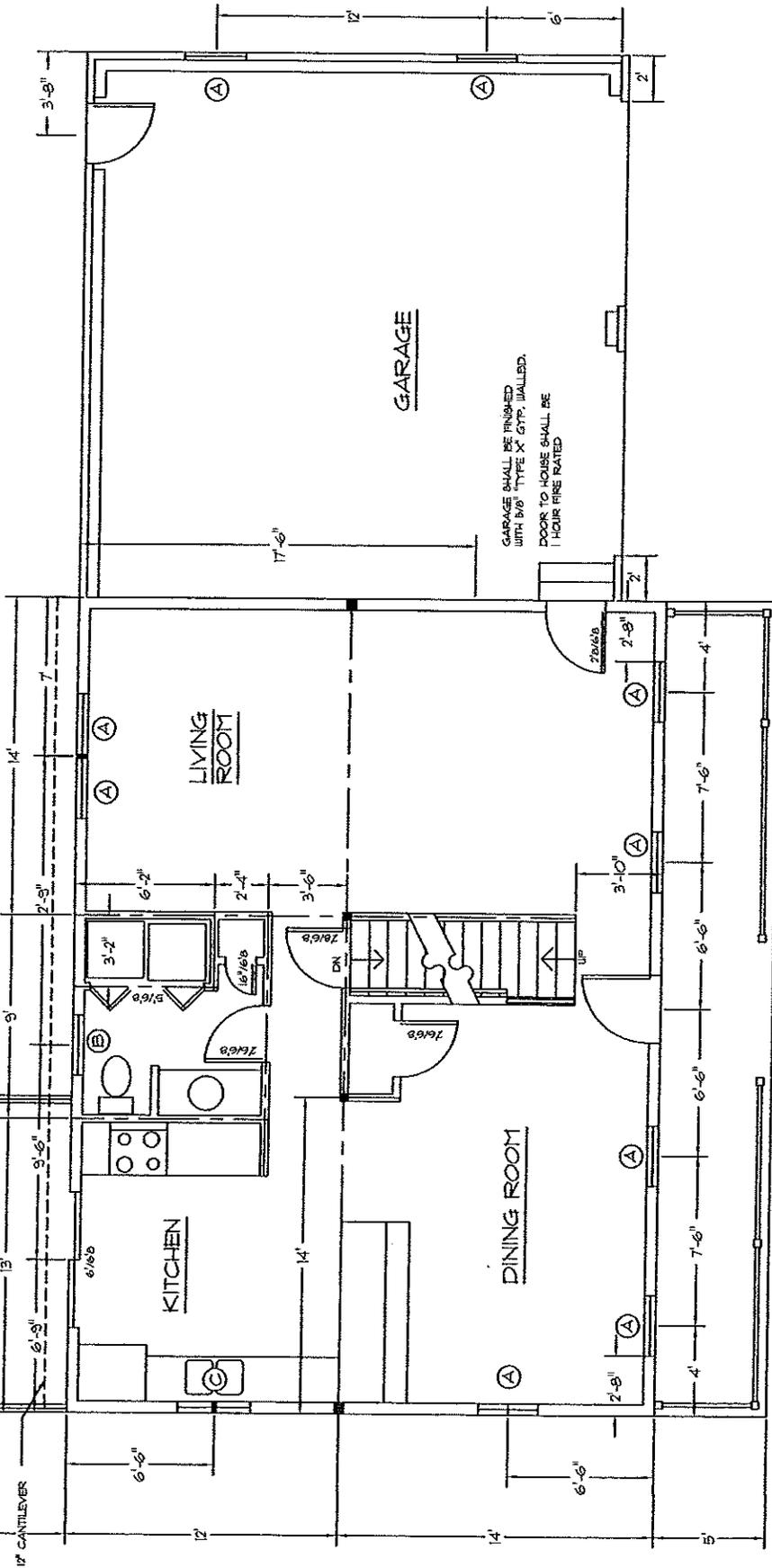
4

PROPOSED NEW CONSTRUCTION  
14 CANNON HILL  
GROVELAND, MA,  
BRADFORD UNLIMITED CORP.

DRAWN BY:  
MARTHA MACINNIS  
58 REGENT AVE.  
BRADFORD, MA. 01835  
(978)374-8719

# OPTION 2

BRACED WALL PANEL CONSTRUCTION SHALL BE IN ACCORDANCE WITH METHOD THREE, SEVENTH EDITION, MASS BUILDING CODE FOR ONE AND TWO FAMILY DWELLINGS.  
 CONTIGUOUS WOOD STRUCTURAL PANEL SUECTION SHALL BE PROVIDED AND PANEL LENGTHS SHALL BE IN ACCORDANCE WITH TABLE 6B02.0.5.  
 ALL PANELS SHALL BE INSTALLED IN ACCORDANCE WITH TABLE 6B02.3.0.



WINDOW SCHEDULE		
No.	Model	Type
A	2846	DH
B	2832	DH
C	C235	Caseament

FIRST FLOOR PLAN  
 1/4" = 1'-0"

DRAWN BY:  
 MARTHA MACINNIS  
 58 REGENT AVE.  
 BRADFORD, MA. 01835  
 (978) 374-8719

PROPOSED NEW CONSTRUCTION  
 14 CANNON HILL  
 GROVELAND, MA.  
 BRADFORD UNLIMITED CORP.

SEPT. 7, 2010

2



**Exhibit D**

**Copy of Check for Filing Fee**

**BRADFORD UNLIMITED CORP.**

P.O. BOX 5415  
BRADFORD, MASSACHUSETTS 01835  
(978) 375-6118

6635

DATE

1/18/12

53-7005-2113

PAY TO THE ORDER OF

City of Haverhill  
Five Hundred & fifty 4/5/00

\$ 250.00

DOLLARS



BRADFORD UNLIMITED CORP.



**Haverhill Bank**  
Just One Bank

FOR

Rosemont/Silings

Stephen Phelps

⑆006635⑆ ⑆211370053⑆ 11990007⑆

MP

## Exhibit E

### Owner Authorization Letter

Estate of Joseph G. Duffy  
69 Walker Road  
Atkinson, NH 03811

January 18, 2012

Haverhill City Council  
4 Summer Street  
Haverhill, MA 01830

Attn: Haverhill City Clerk

**Re: Consent and Approval of Owner**

Special Permit Application/Petition of Bradford Unlimited Corp.  
For A Cluster Residential Development and  
Application For Waiver of Affordable Housing  
Rosemont Street

We, Gordon Duffy and Stephen Duffy, Co-Executors of the Estate of Joseph G. Duffy, owners of the land located on Rosemont Street, Haverhill, MA described in the above referenced Application/Petition, hereby give our consent and approval to Bradford Unlimited, Corp. to file said Applications/Petitions and to do all things necessary to obtain said Special Permit and Waiver of Affordable Housing for the same.

Respectfully submitted,

  
\_\_\_\_\_  
Gordon Duffy, Co-Executor

  
\_\_\_\_\_  
Stephen Duffy, Co-Executor



**50 Church St, B  
Kingston, NH 03848  
603-642-7523**

Honorable City Council  
4 Summer Street  
Haverhill, MA 01830

Dear Council Members,

I respectfully request permission to open Crawford Street at #45 for the purpose of repairing the broken sewer line.

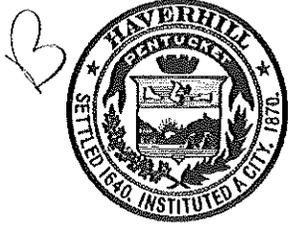
All work to be done in accordance with the Engineering and Highway Departments Standards under the direct supervision of the Highway Department.

Thank you in advance for your anticipated cooperation in this matter. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Brett Berube'. The signature is written in a cursive style with a large, prominent 'B' at the beginning.

Brett Berube



## Document

6.7.2

### CITY OF HAVERHILL

In Municipal Council

ORDERED: That the City Council approve the request of Brett Berube to Excavate on Crawford Street at #45 for the purpose of repairing a sewer service. Crawford Street has been rebuilt within the last 5 years and in accordance with the Chapter 222, Section 11, Notice to abutters; restrictions on future paving of the 1981 Municipal Ordinances. Council approval is necessary.



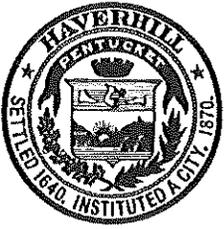
# Haverhill

Department of Public Works  
500 Primrose Street  
Haverhill, MA 01830  
Phone: 978-374-2360  
Fax: 978-374-2362  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

Michael K. Stankovich  
Director of Public Works  
[mstankovich@cityofhaverhill.com](mailto:mstankovich@cityofhaverhill.com)

Date: January 13, 2012  
To: City Council President John A. Michitson and Members of the City Council  
From: Michael K. Stankovich, Director of Public Works *MKS*  
Re: Street Opening – 45 Crawford Street

The Department of Public Works requests the City Council grant a street opening approval for 45 Crawford Street to allow the repair of a stoppage/blockage of a sewer line. This request is being made as Crawford Street has been recently paved. The DPW concurs with the Haverhill Board of Health Agent opinion that this is an immediate health hazard and must be corrected forthwith. Please be advised that the resulting trench excavation is considered to be minor.



# Haverhill

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

January 13, 2012

City Engineer, John Pettis  
Room 214 - 4 Summer Street  
Haverhill, MA 01830

Re: 45 Crawford St.

Dear Mr. Pettis:

This department has corroborated that a **stoppage/blockage** occurred at the above address. It is a health hazard and must be corrected **FORTHWITH**.

This requires the dispensation of normal procedures and must be corrected immediately.

Should you have any questions regarding this notice, please contact this office at one of the above numbers.

Sincerely,

Bonnie Dufresne  
Board of Health Agent

bld

CC: W.W.T.P.  
Highway Dept.  
Brunilda Garcia

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

RETURN TO:

Dept. of Community Dev.  
Room 309, City Hall  
4 Summer Street  
Haverhill, MA 01830

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 (I) 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:

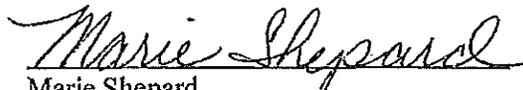
The North Shore HOME Consortium,  
acting by and through the  
City of Haverhill  
4 Summer Street, Room 310  
Haverhill, MA 01830

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.

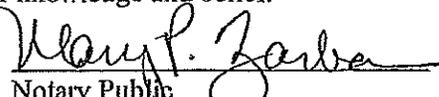
Executed under seal this 25<sup>th</sup> day of April, 2007.

  
Marie Shepard

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 25<sup>th</sup> 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.

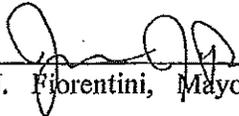
  
Notary Public  
My commission expires:

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 ; drivers, 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.

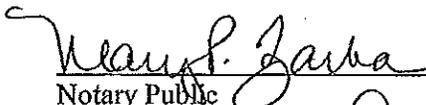
  
Notary Public  
My commission expires April 2, 2010

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.

12/22

**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 (i) 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.

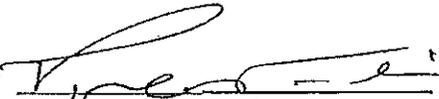
**16. Binding Agreement.** This Restriction shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Restriction.

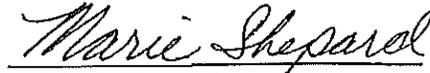
**17. Amendment.** This Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall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

Executed as a sealed instrument this 22<sup>nd</sup> 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 8<sup>th</sup> 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<sup>d</sup> 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

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](http://www.ci.haverhill.ma.us)  
[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

January 19, 2012

TO: Mr. President and Members of the City Council

Councillor Scatamacchia would like to discuss utility pole placement on the Route 125 reconstruction project.

*Robert H. Scatamacchia*  
City Councillor Robert H. Scatamacchia

CITY COUNCIL

JOHN A. MICHITSON

*PRESIDENT*

ROBERT H. SCATAMACCHIA

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WILLIAM J. MACEK

COLIN F. LEPAGE

MARY ELLEN DALY O'BRIEN



**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  
citycncl@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 354

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]

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

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

8.1.1

December 5, 2011

To the City Council of the City of Haverhill

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

APPLICANT D. Palmer Lewis 14 Quimby Street, Haverhill, MA 01830
Full Name Address

OWNER D. Palmer Lewis 14 Quimby Street, Haverhill, MA 01830
Full Name Address

1. LOCATION OF PREMISES 14 Quimby Street, Haverhill, MA 01830

2. ASSESSORS PLAT MAP 640 Block 1 Lot 43

3. DIMENSIONS OF LOT 143.05' 98.5' 16,521'
Frontage Depth Square Feet

4. ZONING DISTRICTS IN WHICH PREMISES ARE LOCATED RH

5. HOW LONG HAVE YOU OWNED ABOVE PREMISES? 18 years

6. HOW MANY BUILDINGS ARE NOW ON THE LOT? 2

7. GIVE SIZE OF EXISTING BUILDING Garage 18'x22'

PROPOSED BUILDING Garage 24' x 24'

8. STATE PRESENT USE OF PREMISES Garage

9. STATE PROPOSED USE OF PREMISES Garage

10. GIVE EXTENT OF PROPOSED ALTERATIONS Addition of 5'6" to make two stalls.

11. STATE REASONS FOR SPECIAL PERMIT

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

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

Fee \$125.00

D. Palmer Lewis, Jr. Signature

14 Quimby Street, Haverhill, MA 01830 Address

978-373-6464

Phone No.

[Signature] Building Inspector

IN CITY COUNCIL: December 20 2011

VOTED: that COUNCIL HEARING BE HELD JANUARY 24 2012

Attest:

City Clerk

1/6/2011

116/2011

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

(duplicate)

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

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Fee \$125.00

D. Palmer Lewis Jr.  
Signature

14 Quimby Street, Haverhill, MA 01830  
Address

978-373-6464  
Phone No.

  
Building Inspector

IN CITY COUNCIL: December 20 2011

VOTED: that COUNCIL HEARING BE HELD JANUARY 24 2012

Attest:

City Clerk

Hearing January 24 2012

December 14, 2011

Dear City Councilors,

Our names are Palmer and Janet Lewis. We reside at 14 Quimby Street, Haverhill, MA. We have owned our home and raised our family there for the past 18 years.

We are requesting your permission to build a standard 24'x24' garage on our property where our 18'x22' garage currently exists. We had a plot plan done by Mr. Greg Saab of Engineering & Surveying Services and we are 151.5' from Lake Pentucket (Round Pond). We originally attempted to have our existing garage repaired but given the structure is over 100 years old; it was determined by our contractor, Mr. Michael Cesati, that it would not be cost effective to make repairs. He also had two other contractors look at it, and they too felt it would not make financial sense to make repairs. Currently, the left support wall is crumbling and they feared the other walls will follow suit given that the foundation wasn't built with pressure treated wood 100 years ago.

We have met with Mr. Robert Moore, who reviewed our application with the Conservation Commission on December, 8, 2011 and they have no objection to this project. We discussed the necessary erosion control measures which would be taken until the area is permanently re-stabilized.

As you can see from the map provided by the Haverhill Engineering Department, the neighborhood is quite dense. There is a home in-front of our property in addition to Stanley Drive before the water is reached. We also have both public water and sewer and the property is surrounded by lawn on three sides. *We waive the 65 day hearing requirement.*

We appreciate your consideration and time in this matter.

Sincerely,

*Palmer Lewis, Jr / Janet A. Lewis*

Palmer Lewis, Jr. and Janet A. Lewis

Enclosed:

Application

Plot Plan and letter from Mr. Greg Saab, EES

Conservation Commission Letter, Mr. Robert Moore, Jr.

Haverhill Engineering Department Map

Plan for garage construction, Mr. Michael Cesati

Pictures of existing garage: 14 Quimby Street, Haverhill, MA



# Haverhill

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

December 9, 2011

Janet A. Duff-Lewis  
14 Quimby Street  
Haverhill, MA 01830

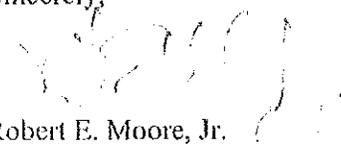
(sent 1<sup>st</sup> class and via email)

RE: City Council Special Permit Application  
Construction within 500' of a Water Supply -- Lake Pentucket  
14 Quimby Street

Dear Mrs. Duff-Lewis:

I reviewed your garage replacement project with the Conservation Commission at its meeting last evening. The Commission offered no objection to the project, on the condition that appropriate erosion control measures are used on site during construction to contain the area of work until it is permanently re-stabilized. We discussed this condition by telephone this morning. However, should you or your contractor have any questions regarding these measures, please contact me and I would be happy to meet you at your property to review this further.

Sincerely,

  
Robert E. Moore, Jr.  
Environmental Health Technician

C: Richard Osborne, Building Inspector (via email)

**Engineering & Surveying Services**

70 Bailey's Court  
Haverhill Ma 01832  
(978) 556-0284

December 8, 2011

To: City of Haverhill, Ma

Re: 14 Quimby Street Haverhill, Ma

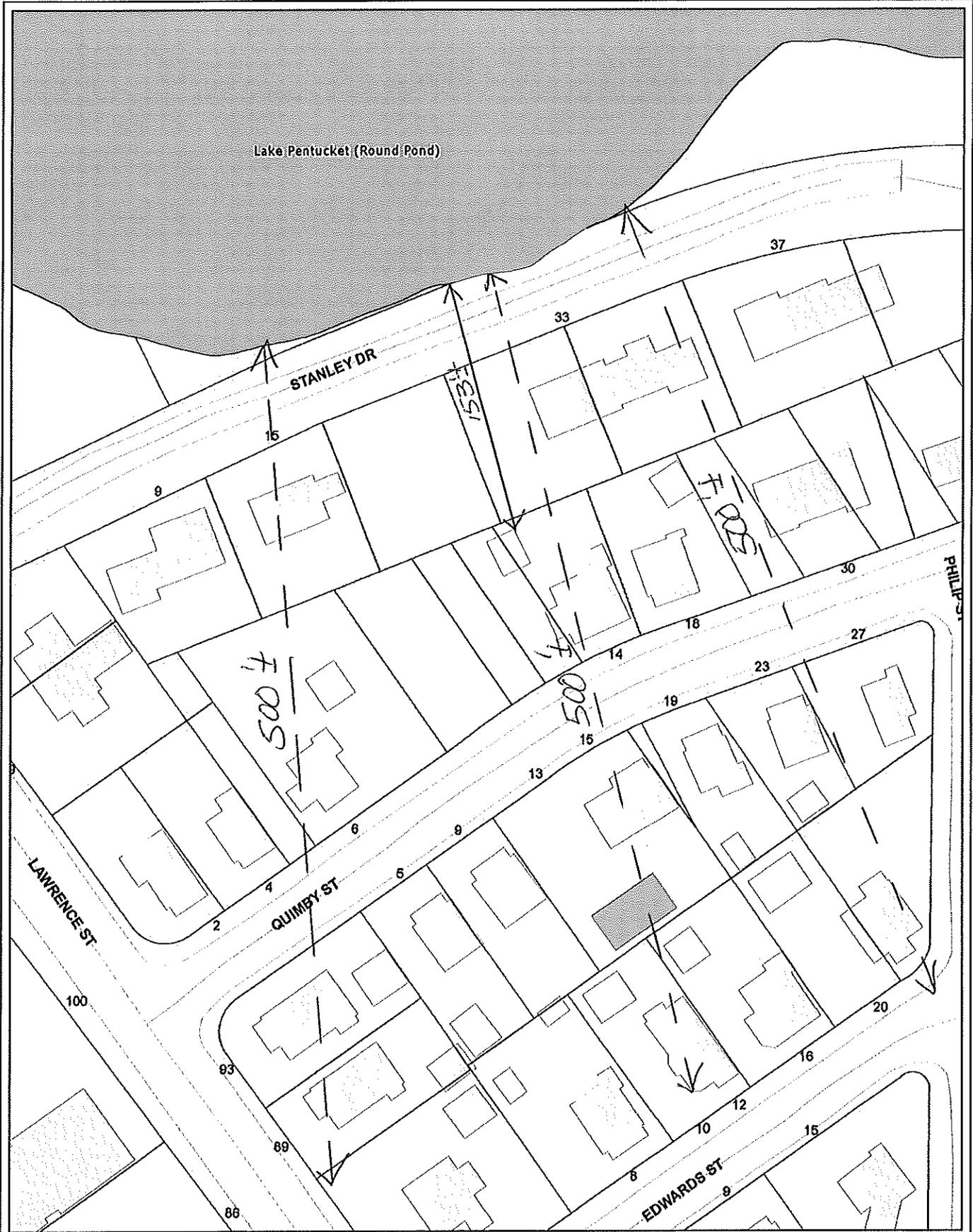
To whom it may concern, this letter is to accompany the plot plan for special permit for a proposed garage at 14 Quimby Street Haverhill, Ma

The shore line for Round Pond (Lake Pentucket) was located on the ground by an instrument survey and the distance from the proposed garage to the shore line is 151.5' at the closest point. Any questions please feel free to call me at 978.556.0284

Sincerely,

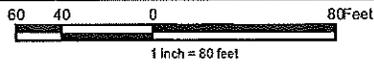
A handwritten signature in cursive script that reads "Greg Saab". The signature is written in black ink and includes a long horizontal flourish extending to the right.

Greg Saab  
ESS



**City of Haverhill, MA**

This map was produced from The City of Haverhill's Geographic Information System. The City of Haverhill expressly disclaims any liability that may result from the use of this map. Copyright © City of Haverhill, MA. All rights reserved. Printed on 12/8/2011



12/6/11 BY TCL  
ENGINEERING  
DIVISION



REFERENCES:  
 BOOK 12205 PAGE 171  
 PLAN BK 23 PLAN 13  
 CITY LAYOUT 3628

**SPECIAL PERMIT  
 PLOT PLAN**

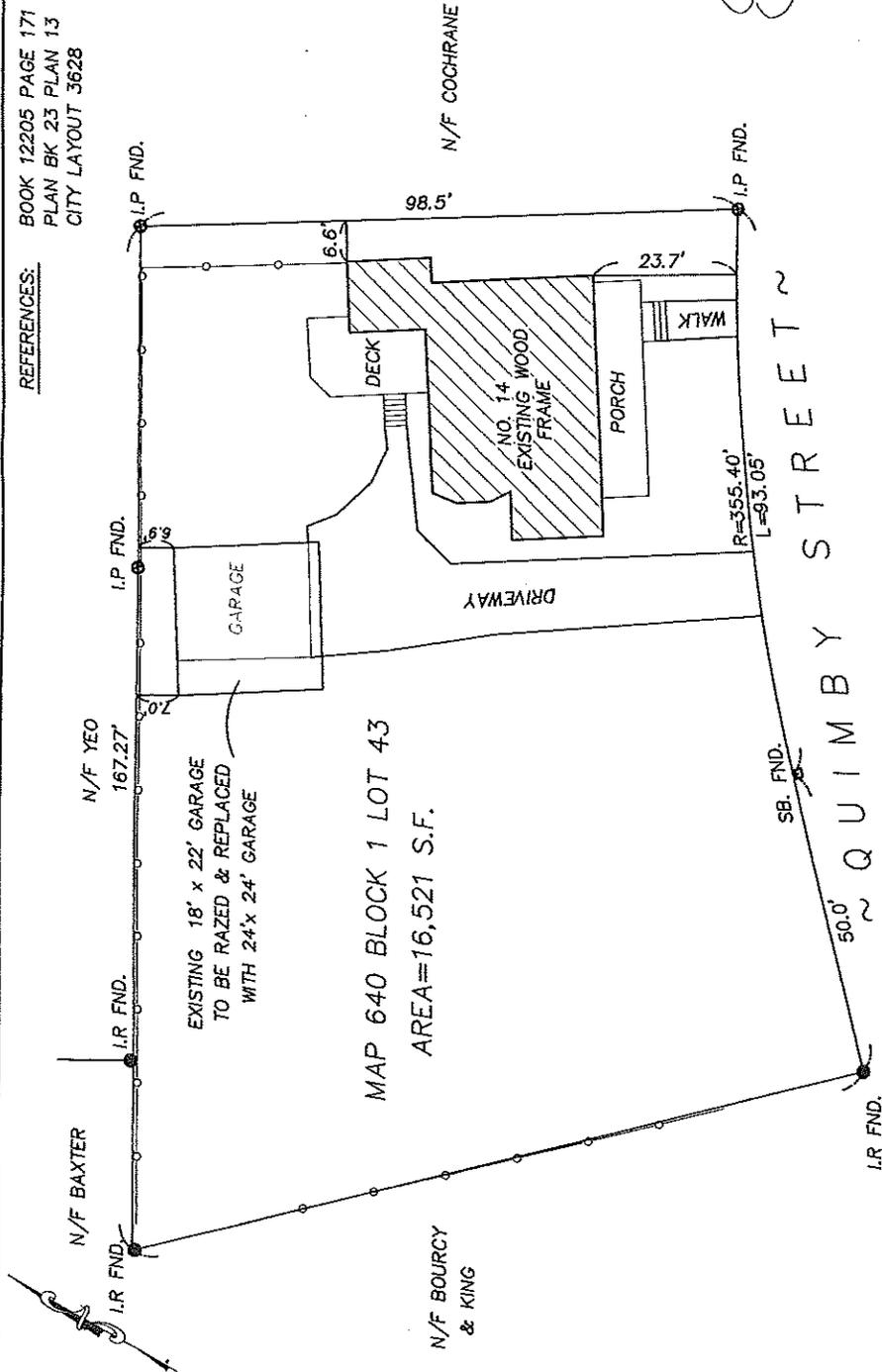
LOCATION: 14 QUIMBY STREET  
 HAVERHILL, MA.  
 DATE: NOVEMBER 21, 2011  
 SCALE: 1"=20'

ZONING DISTRICT: RH  
 MINIMUM SETBACKS:

FRONT YARD = 20'  
 SIDE YARD = 10'  
 REAR YARD = 30'

I CERTIFY THAT THE DWELLING IS LOCATED ON THE  
 GROUND AS SHOWN.

RECEIVED  
 2011 DEC 14 A 10:02  
 CITY PLANNING OFFICE  
 HAVERHILL, MASS.

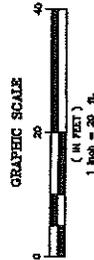


8.1

CITY OF HAVERHILL SPECIAL PERMIT

**GENERAL NOTES:**

PROPERTY HAS MUNICIPAL WATER AND SEWER.  
 % LOT COVERAGE 2,305 S.F. / 16,521 S.F. x 100% = 14.0%  
 5 PARKING SPACES AVAILABLE



APPLICANT

DATE FILE

HEARING DATE

APPROVAL DATE

PREPARED BY

**ENGINEERING & SURVEYING  
 SERVICES**

70 BAILEY COURT  
 HAVERHILL, MASSACHUSETTS 01832  
 TELEPHONE: (978)-556-0284



# Haverhill

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

January 20 2012

TO: President and Members of the City Council

FROM: City Clerk's Office

RE: Special Permit to Build Within 500' Pentucket Lake  
D. Palmer Lewis; to build a garage at 14 Quimby st

Enclosed are all the responses, that we have to date, that relate to the special permit application D. Palmer Lewis to build within 500' of Pentucket Lake.

The date for this hearing is January 24 2012.



James J. Fiorentini  
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

January 18, 2012

Margaret A. Toomey, City Clerk  
4 Summer Street, room 118  
Haverhill, MA 01830

Re: **14 Quimby Street/ 640-1-43/ Special Permit Application**

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 are in the scope of 780 CMR shall be made in accordance therewith. (527 CMR 1.04(4) and 780 CMR 102)

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:

- **At this time in the permitting process the Fire Prevention Division of the Haverhill Fire Department has no comments at this time but reserve the right to comment on the project with regards to the planning and permitting process as required by 780 CMR of the MSBC current edition and all other applicable codes, laws and city ordinances.**

Respectfully,



William F. Laliberty  
Deputy Fire Chief



# Haverhill

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

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

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

DATE: January 4, 2012

RE: City Council Special Permit Application  
Construction within 500' of a Water Supply – Lake Pentucket  
D. Palmer Lewis for 14 Quimby Street - Parcel ID: 640-1-43

I reviewed this garage replacement project with the Conservation Commission at its December 8<sup>th</sup> meeting. The Commission offered no objection to the project, on the condition that appropriate erosion control measures are used on site during construction to contain the area of work until it is permanently re-stabilized. As such, I recommend approval of the special permit with the inclusion of said condition.



# Haverhill

City Clerk's Office, Room 118  
Phone: 978-420-3622 Fax: 978-373-8490  
mtoomey@cityofhaverhill.com

January 20, 2012

**That Presidential Primaries be held in the several wards in the City on TUESDAY, THE SIXTH DAY OF MARCH 2012; the polls to open at seven o'clock in the forenoon and to close at eight o'clock in the evening, and to be held in accordance with the provisions of Chapter 53 of the General Laws and amendments thereto.**

**The voters are requested to meet at their respective ward rooms on the above date and bring in their votes to elect for their respective parties PRESIDENTIAL PREFERENCE for this Commonwealth, STATE COMMITTEE MAN for the FIRST ESSEX SENATORIAL DISTRICT, STATE COMMITTEE WOMAN for the FIRST ESSEX SENATORIAL DISTRICT and MEMBERS of the WARD COMMITTEES for the City of HAVERHILL.**

**and be it further**

**That notice of the above meeting shall be posted on the Municipal Bulletin Board and in the City Clerk's Office.**



DOCUMENT

## CITY OF HAVERHILL

In Municipal Council

CHAPTER

~~ORDERED~~

MUNICIPAL ORDINANCE

An Ordinance Relating to Parking  
 (123 Cedar Street-DELETE Handicapped Parking)

BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-1302 Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended by DELETING the following:

LOCATION	REGULATION	HOURS/DAYS
123 Cedar Street	No Parking	24 Hours
In front of No. 123 Cedar Street except For 1-24 Hour handicapped Parking space at No.123		

APPROVED as to legality:

---

 City Solicitor

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 13 2012

Econ Devlp & Planning  
& B.O.A.

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

January 13, 2012

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

RE: Delete Handicap Ordinance – 123 Cedar Street

Dear Mr. Pillsbury:

At the City Council meeting held on January 10, 2012 the following item was placed on the agenda by Councillor McGonagle:

- Doc. #12-B - Request for removal of a handicap parking space at 123 Cedar St.

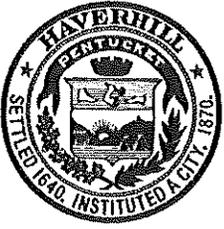
The Council would appreciate it if you would prepare the necessary ordinance and place it on the next Council agenda. Thank you for your assistance.

Sincerely,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

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



# Haverhill

Economic Development and Planning  
Phone: 978-374-2330  
Fax: 978-374-2315

January 13, 2012

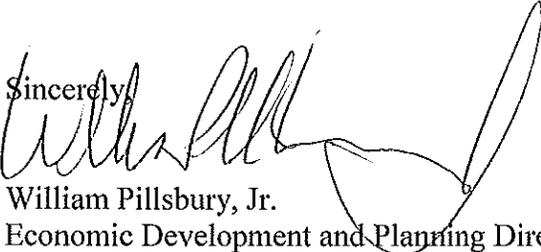
Mr. John A. Michitson, Council President  
City Council Members  
City Hall-Room #204  
City of Haverhill

**RE: Handicap Parking – Delete Handicapped Parking @ 123 Cedar Street**

Dear Council President:

As per your request dated, January 13, 2012, I am submitting a Municipal Ordinance that will delete handicap parking at **123 Cedar Street**.

Sincerely,



William Pillsbury, Jr.  
Economic Development and Planning Director



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

**An Ordinance Relating to Parking  
(Beach Street-ADD Service Zone)**

BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-84; Schedule A, Service Zones, as amended be further amended by **ADDING** the following:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
BEACH STREET	EAST	Starting 18' north of Beach Street crosswalk north of intersection with River Street, and continuing 23' northerly

APPROVED as to legality:

\_\_\_\_\_  
City Solicitor



# Haverhill

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

January 20, 2012

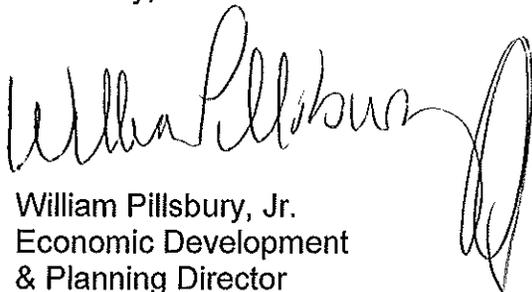
John A. Mitchitson, Council President  
& City Council Members  
City Hall—Room 204  
City of Haverhill

**RE: REQUEST TO ADD SERVICE ZONE at 373 RIVER STREET**

Dear Council President Mitchitson & Councilors:

As per the request dated 10/25/11 from Councilor Scatamacchia to add a loading zone at 373 River Street and after review by the city engineer, I am submitting a Municipal Ordinance that will add a service zone at 373 River Street (with the actual service zone location on Beach Street as shown on the attached ordinance).

Sincerely,



William Pillsbury, Jr.  
Economic Development  
& Planning Director

WP/lw



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

**An Ordinance Relating to Parking  
(11 Mt. Vernon Street—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
<p><b><u>11 Mt. Vernon Street</u></b> In front of No. 11 Mt. Vernon Street except for 1-24 hour handicap parking space at No. 11</p>	No Parking	24 Hours

APPROVED as to legality:

\_\_\_\_\_  
City Solicitor



# Haverhill

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

January 20, 2012

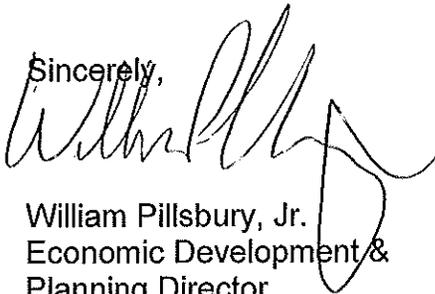
John A. Mitchitson, Council President  
& City Council Members  
City Hall—Room 204  
City of Haverhill

**RE: REQUEST TO DELETE A HANDICAP PARKING SPACE--AT NUMBER  
11 MT. VERNON STREET**

Dear Council President Mitchitson & Councilors:

As per your request dated 1/19/12 and the request of Councilor McGonagle dated 1/10/12, I am submitting a Municipal Ordinance amending a previously approved ordinance, which will delete a handicap parking space in front of No. 11 Mt. Vernon Street.

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

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

January 19, 2012

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

RE: **Delete Handicap Ordinance – 11 Mt. Vernon Street**

Dear Mr. Pillsbury:

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

- Doc. #12-G - Request for removal of a handicap parking space at 11 Mt. Vernon St.

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

Sincerely,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

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

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

12.1

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

**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