



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, February 28, 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:**

NO SCHEDULE

**5.2. Non-Confirming Appointments:**

NO SCHEDULE

**6. PETITIONS**

**6.1. Applications:**

6.1.1. Renewal Application for Coin-op: *Brother's Pizza*, 755 Main st, 1 Coin-Op Attachment

6.1.2. Renewal Application for Coin-op: *Ari's Pizza + Subs*, 402 S Main st, 3 Coin-Ops Attachment

6.1.3. Renewal Application for Sunday License: *Brother's Pizza*, , 1 Coin-Op Attachment

6.1.4. Application for New Drainlayer 2012, Richard Granese Attachment

6.1.5. Petition from I. Wimberley Burton on behalf of the Rocks Village Memorial Association, Inc. requesting approval of the Preservation Restriction to be recorded at the Southern Essex Registry of Deeds regarding the Rocks Village Hand Tub House Attachment

6.1.5.1. Order authorize Mayor to enter into/execute Preservation Restriction Agreement on behalf of City with Commonwealth of Mass Historical Commission for purpose of securing funds to improve Rocks Village Hand Tub House and also Mayor is authorized to execute any additional applications, agreements or other documents necessary to secure said funds Attachment

6.1.5.2. Related communication from Mayor Fiorentini supporting request for Preservation Restriction Agreement to secure funds from the State's historic Commission to make repairs to historic Rocks Village Hand Tub House Attachment



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- 6.1.6. Application from Attorney Michael Migliori representing applicant/owner Sylvan Hill Development, LLC, for a Special Permit to build a cluster residential development of 29 single family homes on land on Forest st; Assessors Map 588, Block 422, Lots 1A, 3A, 4, 6C, 35, 4, 6C, 35, 36, 37 and 38; located in RM (residential medium) Zoning District

**Refer to Planning Board**  
**Council Hearing May 15 2012**  
Attachment

- 6.1.7. Petition from Marjorie Squire, for Bradford Christian Academy, requesting to hang a banner to promote "Enrolling Now;" at Route 125 – Salem st and South Main st; March 5<sup>th</sup> through March 18<sup>th</sup>

**Bond on File**  
Attachment

6.2. **Monthly Reports:**

NO SCHEDULE

7. **COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**

7.1. **Communications from Councilors**

- 7.1.1. Communication from Councillor Daly O'Brien requesting to introduce Tara Ryan and recognize her for her fundraisers for Dana Farber Hospital/Cancer Center in Boston

Attachment

- 7.1.2. Communication from Councillor Scatamacchia requesting a discussion about a Home Rule Petition on behalf of William Cowl Jr

Attachment

- 7.1.2.1. Home Rule Petition – An Act Authorizing appointment of William M Cowl Jr as a Firefighter in City of Haverhill notwithstanding the maximum age requirement

Attachment

- 7.1.3. Communication from Councillor McGonagle requesting a discussion regarding the issue of public safety as it relates to the railroad tracks

Attachment

- 7.1.4. Communication from Councillor Ryan requesting a discussion about a no parking sign in the area of 15 Srybny av

Attachment

8. **HEARINGS AND RELATED ORDERS**

NO SCHEDULE



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## 9. UNFINISHED BUSINESS OF PRECEDING MEETINGS

9.1. Document 12-N, Communication from Councillor Amirian requesting to introduce Jeff Grassie from the Haverhill Farmers Market to talk about the upcoming season and to request permission for their location Attachment

9.1.1. Request from Jeff Grassie for permission to use the parking lot at 40 Bailey blvd and adjacent sidewalks for the Haverhill Farmers' Market, every Saturday, June 23-October 27 9 a.m. to 1 p.m. Attachment

9.1.2. Related communication from Haverhill Police Department stating no objection to the Farmer's Market Location and related stipulations Attachment

9.1.3. Petition from Jeff Grassie, for Haverhill Farmer's Market, requesting to hang a banner promoting their *Haverhill Farmer's Market*; Rt 125 Deck—Salem St & So Main St , June 4<sup>th</sup> through June 15<sup>th</sup>, 2012 Attachment

9.2. Document 12-Q, Communication from Councillor Hart requesting a discussion regarding dangerous traffic intersections in the City Attachment

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

## 9.4. Parking Ordinances

9.4.1. Document 21-D, Ordinance re: Parking, 25 Hillside st – **Add** Handicap Parking **Filed 2/8/2012**  
Attachment

9.4.2. Document 21-E, Ordinance re: Parking, 16 Jackson st – **Add** Handicap Parking **Filed 2/8/2012**  
Attachment

9.4.3. Document 21-F, Ordinance re: Parking, 64 Grove st – **Add** Handicap Parking **Filed 2/8/2012**  
Attachment

9.4.4. Document 21-G, Ordinance re: Parking, 97 Laurel av – **Delete** Handicap Parking **Filed 2/8/2012**  
Attachment

## 10. MOTIONS, ORDERS AND RESOLUTIONS

10.1. Order city appropriate \$400,000 to pay costs of emergency temporary repairs at the Caleb Dustin Hunking Middle School, located at 98 Winchester st **(File 10 days)**  
Attachment



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## **11. COUNCIL COMMITTEE REPORTS**

- 11.1. Councillor LePage submits Minutes of Administration & Finance Committee meeting held on February 23<sup>rd</sup> 2012 [Attachment](#)

## **12. COMMITTEE STUDY LISTS**

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

## **13. ADJOURN**

\$100 per

# City of Haverhill

6.1.1

Date 2-17-12

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

Effective Date: 2-17-12 Expiration Date:         

NEW/RENEWAL:  Fee: 100

Vendor's Name: BROTHERS PIZZA

Vendor's Address: 755 MAINS ST

Business Name: BROTHERS PIZZA

Business Address: SAME

Owner's Name: ASPROCIANNI EVANGELLO

Applicant's Name: ASPROCIANNI Applicant's Signature: DIMITRIO S

Applicant's Address: 26 ALVANS DR

Applicant's Date of Birth: 1-4-88

Recommendation by Police Chief           Approved  Denied

          
Police Chief

In Municipal Council,         

Attest:           
City Clerk

# City of Haverhill

6.1.2

Date 2/17/12

Honorable President and Members of the Municipal Council:

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

- COIN-OPERATED MACHINE 3 Coin-ops
- PINBALL MACHINE \_\_\_\_\_
- OTHER \_\_\_\_\_

Effective Date: Jan 1 2012

Expiration Date: Dec 31 2012

NEW RENEWAL

Fee: \$300.00

Vendor's Name: SEACOAST AMUSE.

Vendor's Address: \_\_\_\_\_

Business Name: ART'S PIZZA + SUBS

Business Address: 402 S. MAW ST BRAD, MA. 01835

Owner's Name: Aristides Paredes

Applicant's Name: ARISTIDES PAREDAES Applicant's Signature: Aristides Paredes

Applicant's Address: 402 S. MAW ST BRAD, MA. 01835

Applicant's Date of Birth: 12/01/67

Recommendation by Police Chief [Signature] ✓  
Approved Denied

[Signature]  
Police Chief

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

Attest:

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

\$ 20.00 per

# City of Haverhill

# 6.1.3

## APPLICATION FOR SUNDAY LICENSE

Date 2-17-12

Honorable President and Members of the Municipal Council:

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

- COIN-OPERATED MACHINE (1)
- PINBALL MACHINE \_\_\_\_\_
- OTHER \_\_\_\_\_

Effective Date: 2-17-12 Expiration Date: \_\_\_\_\_

NEW/RENEWAL Fee: 20

Vendor's Name: BROTHERS PIZZA

Vendor's Address: 755 MAIN ST

Business Name: SAW

Business Address: SAW

Owner's Name: ASSOCIACION EVANGELOS

Applicant's Name: ASSOCIACION Applicant's Signature: DIMITRIOS

Applicant's Address: 26 ALVARES DR

Applicant's Date of Birth: 1-4-86

Recommendation by Police Chief ✓ Approved \_\_\_\_\_ Denied \_\_\_\_\_

MR T. B.  
Police Chief

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

Attest:

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

CITY OF HAVERHILL

DATE Feb 17, 2012

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a license for

DRAINLAYER

Drainlayer's Name Richard Granese PRINTED Signature [Signature]

Home Address: Street 36 Daniel Lucy Way PO box City/Town Newburyport State MA Zip Code 01950 Tel No. 978-463-9601 Cell No. 617-540-1554

Business Name Rick Granese General Contractor, Inc

Business Address: Street 36 Daniel Lucy Way PO Box City/town Newburyport State MA Zip Code 01950 Tel No. 978-463-9601 FAX No. 978-463-9602

New/Renewal Fee 100.-

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

Attest: APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

CITY CLERK CITY ENGINEER [Signature]

All Bonds on file.

6.1.5

**Rocks Village Memorial Association, Inc.  
47 East Main Street  
Haverhill, Massachusetts 01830  
978-521-55721  
wimburt59@comcast.net**

22 February 2012

The Honorable Haverhill City Councilors  
Haverhill City Hall  
4 Summer Street  
Haverhill, Massachusetts 01830

re: Rocks Village Memorial Association, Inc. Hand Tub House

Dear Madam and Sirs:

I am writing on behalf of the Rocks Village Memorial Association, Inc. {hereinafter R.V.M.A.}, a one-hundred and four year old neighborhood organization, who has been the administrator of the Rocks Village Hand Tub House (photo attached as Exhibit A) since 9 September 2009 (City Council Appointment attached as Exhibit B). The R.V.M.A. has either leased or been the administrator of the Hand Tub House for more than thirty years. As such, we have maintained the exterior of the building and property and worked on the interior in order for this 1840 historic fire house to continue to exist. The R.V.M.A., through donations and various fundraisers, has paid to have the exterior painted, provided volunteers for landscaping and completed small carpentry projects. The Hand Tub House is currently being used as a place to gather the neighborhood and the citizens of Haverhill, for local outreach as well as preserve the history of the Rocks Village Historic District.

The R.V.M.A. is pleased to report that the Secretary of the Commonwealth, William F. Galvin, has awarded the City of Haverhill a \$20,000.00 Emergency/Matching grant "towards emergency repairs to the Rocks Village Hand Tub House. The requested funding will cover a portion of the emergency repairs to the stone masonry foundation and brick piers." (Galvin's letter attached as Exhibit C) The Honorable James J. Fiorentini signed a contract with the Secretary of the Commonwealth/Massachusetts

Historic Commission on 21 June 2011. Since that date, the R.V.M.A. with separate funds, which did not require bidding, hired Gregory M. Nowak, E.I.T., of Structures North Consulting Engineers, Inc. The documents to be put out for municipal bidding were recently completed. Finally, the contract with the Massachusetts Historic Commission requires a Preservation Restriction {hereinafter P.R.} which must be signed by the Mayor after approval of the City of Haverhill City Council. (a copy of the Preservation Restriction is attached as Exhibit D).

The R.V.M.A. is coming before the Haverhill City Council at 7:00 p.m. on Tuesday 28 February 2012 and requesting an approval of the Preservation Restriction to be recorded at the Southern Essex Registry of Deeds regarding the Rocks Village Hand Tub House which must be signed by Mayor Fiorentini. The P.R. has been reviewed by the City Solicitor who has directed us to now appear before the City Council. The P.R. is similar in restrictions currently in place by the Rocks Village Historic District and M.G.L. c. 40C. Without the approval of the P.R., the City of Haverhill and ultimately the R.V.M.A. and the citizens of Rocks Village will lose the \$20,000.00 grant and the Hand Tub House will fall into further disrepair. Specifically, the Hand Tub House has substantial instability with its masonry foundation wall that includes, but not limited to, a hole in the foundation, bowing of the foundation and general disintegration of the foundation. Additionally, due to water run off, the basement itself is filling with mud and dislodging existing brick pier lally columns. (Copies of photos of the disrepair will be presented if requested at the City Council meeting).

The R.V.M.A. is respectfully requesting that the City Council approve the P.R. in order that work can begin on the Rocks Village Hand Tub House.

Respectfully submitted,



I. Wimberley Burton, Esq.  
R.V.M.A., Inc.  
Clerk of Corporation



Exhibit A



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

September 4, 2009

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

**RE: Hand Tub House, Rocks Village**

Dear Mr. President and City Council Members:

I am attaching an order to appoint the Rocks Village Memorial Association (RVMA) and the Rocks Village Historic District Commission (RVHDC) as the administrators of the Rocks Village Hand Tub and Meeting House on behalf of the City.

Under this partnership, the City would retain ownership of the Hand Tub House, but the RVMA and the RVHDC would have custody and control over the facility and its day-to-day upkeep and operations. This would allow for the RVMA and RVHDC to relieve the City of many burdens and obligations of maintenance for this important historic treasure.

This arrangement would make the Association eligible for certain grants and fundraising that would provide important capital improvements and structural upgrades to the facility, which is still used today. At the same time, it would save the City money that we do not have to maintain this facility.

For well over a century, the Hand Tub House has served as a central point in the historic Rocks Village neighborhood. I support the dedicated and passionate efforts of the RVMA and RVHDC to preserve this facility for future generations.

Very truly yours,

James J. Fiorentini  
Mayor

JJF/akh

Exhibit B

40-F



DOCUMENT 40-F

# CITY OF HAVERHILL

In Municipal Council September 8 2009

ORDERED:

That the Mayor be authorized to appoint the Rocks Village Memorial Association and the Rocks Village Historic District Commission as the administrators of the Rocks Village Hand Tub and Meeting House on behalf of the City.

PASSED Yeas 9, Nays 0

Attest:

*Margaret A. Toomey*  
City Clerk

APPROVED: September 9 2009

*[Signature]*  
Mayor

A True Copy Attest

*Margaret A. Toomey*

Margaret A. Toomey  
City Clerk, Haverhill



*The Commonwealth of Massachusetts*

*Secretary of the Commonwealth*

*State House, Boston, Massachusetts 02133*

RECEIVED

MAY 16 2011

*William Francis Galvin*  
*Secretary of the Commonwealth*

May 12, 2011

MASS. HIST. COMM

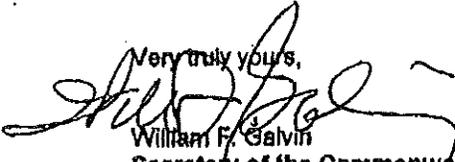
The Honorable James J. Fiorentini  
Mayor of Haverhill  
City of Haverhill  
Four Summer Street  
Haverhill, MA 01830

Dear Mayor Fiorentini:

Under 950 CMR section 73.08 of the Massachusetts Preservation Projects Fund regulations, I am pleased to award the City of Haverhill an emergency grant in the amount of \$20,000 towards emergency repairs to the Rocks Village Hand Tub House. The requested funding will cover a portion of the emergency repairs to the stone masonry foundation and brick pliers.

The Hand Tub House was built in 1840 as a two story wood-frame structure with double fire doors, gable roof and a centrally located bell tower. The Hand Tub House is the focal point of the Rocks Village Historic District which is included in the National Register of Historic Places. Your commitment to historic preservation will ensure that the Hand Tub House will continue to serve the residents of Haverhill.

In order to expedite the emergency grant process, please have the appropriate person contact Brona Simon, Executive Director of the Massachusetts Historical Commission at (617) 727-8470 to answer any questions and to make arrangements to sign the required documents.

Very truly yours,  
  
William F. Galvin  
Secretary of the Commonwealth  
Chairman of the Massachusetts  
Historical Commission

cc: Michael A. Maresco, Assistant Secretary of the Commonwealth  
Brona Simon, Executive Director  
Brian S. Dempsey, Chairman

Exhibit c

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the *Executive Office for Administration and Finance (ANF)*, the *Office of the Comptroller (CTR)* and the *Operational Services Division (OSD)* for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For Instructions and hyperlinks (italics), please view this form at: [www.mass.gov/osc](http://www.mass.gov/osc) under *Guidance For Vendors - Forms* or at [www.mass.gov/osd](http://www.mass.gov/osd) under *OSD Forms*.

→ <b>Contractor Legal Name (and d/b/a):</b> City of Haverhill → <b>Legal Address (from W-9):</b> 4 Summer Street, Room 100, Haverhill, MA 01830 → <b>Payment Remittance Address (from W-9):</b> → <b>Contract Manager:</b> I. Wimberley Burton, Esq., R.V.M.A., Inc., Clerk → <b>E-Mail Address:</b> wimburlon59@comcast.net    → <b>Phone:</b> 978-521-5572 → <b>Fax:</b> N/A    → <b>TTY:</b> → <b>State of Incorporation (if a corporation) or "N/A":</b> N/A → <b>Vendor Code:</b> VC8000192190 <b>MMARS Object Code:</b> P01	<b>Department MMARS Alpha Code and Name:</b> SEC/MHC <b>Business Mailing Address:</b> State Archives Bldg., 220 Morrissey Blvd., Boston, MA 02125 <b>Billing Address (if different):</b> <b>Contract Manager:</b> Paul A. Holz, Historical Architect <b>E-Mail Address:</b> paul.holz@sec.state.ma.us <b>Phone:</b> 617-727-8470 <b>Fax:</b> 617-727-5128 <b>TTY:</b> <b>MMARS Doc ID(s):</b> <b>RFR/Procurement or Other ID Number (if applicable):</b> <b>Account(s) Funding Contract:</b> 05262012
<b><u>X</u> NEW CONTRACT</b> <b>COMPENSATION (Check only one):</b> <input checked="" type="checkbox"/> <b>Total Maximum Obligation of this Contract \$ 20,000</b> ___ <b>Rate Contract (Attach details of rate(s) units and any calculations):</b> The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> for this Contract has been executed and filed with CTR (Check only one): <input checked="" type="checkbox"/> <b>Commonwealth Terms And Conditions</b> ___ <b>Commonwealth Terms And Conditions For Human And Social Services</b> <b>PROCUREMENT OR EXCEPTION TYPE (Check one option only):</b> ___ <b>Single Department Procurement/Single Department User Contract</b> ___ <b>Single Department Procurement/Multiple Department User Contract</b> ___ <b>Multiple Department Procurement/Limited Department User Contract</b> ___ <b>Statewide Contract (OSD or an OSD-designated Department)</b> <input checked="" type="checkbox"/> <b>Grant (as defined by 815 CMR 2.00)</b> ___ <b>Emergency Contract (attach justification)</b> ___ <b>Contract Employee (Complete <i>Employment Status Form</i>)</b> ___ <b>Collective Purchase (attach OSD approval)</b> ___ <b>Legislative/Legal Exemption (attach authorizing language)</b> ___ <b>Other (Specify and attach documentation):</b> <b>ANTICIPATED START DATE:</b> 6/22/2011 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.) <b>CONTRACT END DATE:</b> 8/30/2011	<b>___ CONTRACT AMENDMENT/RENEWAL</b> ENTER <b>CURRENT CONTRACT START and END DATES</b> (prior to amendment) Current Start Date: _____ Current End Date: _____ <b>COMPENSATION: (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.)</b> ___ <b>NO Compensation Change (Skip to "OTHER" section below and select change)</b> ___ <b>Redistribute Budget Line Items (No Maximum Obligation Change)</b> ___ <b>Maximum Obligation Change.</b> a) <b>Current Total Contract Maximum Obligation: \$ _____</b> (Total Contract Maximum Obligation, including all prior amendments). b) <b>Amendment Amount ("+" or "-"): \$ _____</b> c) <b>NEW TOTAL CONTRACT MAXIMUM OBLIGATION: \$ _____</b> ___ <b>Rate Changes to Rate Contract</b> <b>OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)</b> ___ <b>Amend Duration Only (No Compensation or Performance Change)</b> ___ <b>Amend Scope of Services/Performance Only (no budget impact.)</b> ___ <b>Interim Contract (Temporary Extension to complete new Procurement)</b> ___ <b>Other: (Describe Details and Attach documentation):</b> <b>ANTICIPATED START DATE:</b> _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.) <b>NEW CONTRACT END DATE:</b> _____
→ <b>PROMPT PAYMENT DISCOUNTS.</b> Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See <i>Prompt Payment Discount Policy</i> : ___ % Within 10 Days ___ % Within 15 Days ___ % Within 20 Days ___ % Within 30 Days OR, Check off the following if: ___ Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT (Reference to attachments is insufficient):</b> Rocks Village Hand Tub House (FY11 EMER) – Emergency grant funding will assist with emergency repairs to the stone masonry foundation and brick piers. Please see Attachment A. <span style="float: right;">mb/6.17.11</span>	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached <i>Contractor Certifications</i> , and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at <a href="http://www.mass.gov/osc">www.mass.gov/osc</a> under <i>Guidance For Vendors - Forms</i> or at <a href="http://www.mass.gov/osd">www.mass.gov/osd</a> under <i>OSD Forms</i> , the terms of the attached <i>Instructions</i> , the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. <b>THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only):</b> 1. <input checked="" type="checkbox"/> the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR 2. ___ any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> → X: <u><i>James J. Fiorentini</i></u> Date: <u>6/11/11</u> (Signature and Date Must Be Handwritten At Time of Signature) → <b>Print Name:</b> James J. Fiorentini → <b>Print Title:</b> Mayor	<b>AUTHORIZING SIGNATURE FOR THE DEPARTMENT:</b> X: <u><i>Paul A. Holz</i></u> Date: <u>6/28/11</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Paul A. Holz Print Title: Budget Director

LF



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.



# COMMONWEALTH TERMS AND CONDITIONS

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be

superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_ (Signature)

Print Name: James J. Fiorentini

Title: Mayor

Date: 4/21/2011

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: City of Haverhill

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: VC6000192099

Address: 4 Summer Street, Room 100, Haverhill, MA 01830

Telephone: 978-374-2300 FAX: 978-373-7544

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

## ATTACHMENT A

### SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS FOR

Rocks Village Hand Tub House  
Main and River Streets  
Haverhill, Massachusetts 01830

#### **Purpose:**

The Hand Tub House serves as a museum to the history of the hand-pumped fire truck or "hand tub". The Hand Tub House was built in 1840 as a two story wood-frame structure with double fire doors, gable roof, and a centrally located belltower. The Hand Tub House is owned by the City of Haverhill and is administered by the Rocks Village Memorial Association, Inc. (RVMA), which is a non-profit organization committed to the preservation of the history of the surrounding historic district as well as to promote education and social functions for the citizens of Haverhill. Community events held at the Hand Tub House included various fundraisers for local charities, food drives, community days, local clean-ups, and numerous presentations involving public outreach. The Hand Tub House is the focal point of the Rocks Village Historic District which is included in the National Register of Historic Places.

The Rocks Village Hand Tub House has significant masonry needs relating to the foundation walls that include a hole in the foundation wall, bowing of the foundation wall, and general disintegration. The building has been evaluated by Structures North of Salem, a consulting structural engineering firm. Necessary repairs include the repair or replacement of the brick piers, repairs to the existing stone foundation walls, replacement of the foundation at the southeast corner, and evaluation and possible reinforcement of the first floor framing. More than 22 feet of the total 110 feet of foundation wall are in need of rebuilding or shoring to prevent further deterioration.

#### **Description of Work:**

The proposed grant-funded project work will include: **1) Masonry Foundation Repairs,**

- 1) Masonry Foundation Repairs:** emergency stone masonry foundation repairs and structural stabilization of the brick piers.

#### **Per Plans and Specifications described as and incorporated by reference:**

**The following conditions and an Emergency Fund Request dated March 7, 2011 prepared by Local Project Coordinator/Clerk I. Wimberley Burton with the Rocks Village Memorial Association, Inc. refer to Contract Document MPPF #2966, Document No. 01, Contract Date: June 22, 2011.**

## ATTACHMENT A - CONTINUED

### Special Conditions:

- 1) **Masonry Repointing/Rebuilding**: Prior to work being undertaken, MHC will review and approve sample panels representative of mortar removal/repointing/rebuilding, as well as approve selected brick/stone masonry units for proposed replacement.
- 2) The project scope will be further defined with the involvement of MHC, and **Construction plans and specifications** will be submitted and approved by MHC prior to implementation.
- 3) **No matching emergency** funds will be released unless the fully executed MHC contract, procurement documents, recorded Preservation Restriction, and Endowment Fund materials, if applicable, are received and on file at the Massachusetts Historical Commission.
- 4) In addition to **completing a minimum of \$20,000 worth of MHC-eligible work**, Grantee agrees to document a minimum of \$20,000 (over and above the \$20,000 emergency grant expenditure) in allowable project costs and submit acceptable financial documentation of these costs to the Massachusetts Historical Commission within three (3) years or by June 22, 2014.

Hereafter the Contractor (grant recipient) shall be referred to as the "Grantee."

The Department (Massachusetts Historical Commission) and the Grantee also agree to the following terms:

1. **Standards of Work**: The Grantee agrees that the performance of work and services under this Agreement shall conform to high professional standards in accordance with the Secretary of the Interior's Standards for Archaeology and for the Treatment of Historic Properties.
2. **Preservation Restriction**: The Grantee agrees to execute and record a Preservation Restriction for the subject property in a form satisfactory to the Commission. This will provide for the maintenance and administration of the Property and, where applicable, shall include a public benefit clause, including public access, or other special provisions. The Grantee will record the preservation restriction and provide the Massachusetts Historical Commission with a copy of the fully executed and duly recorded restriction. The Grantees shall hold the Massachusetts Historical Commission harmless of any and all legal costs related to the execution and recording of the Preservation Restriction. In instances where the Grantee does not have clear title to the property, the Grantee shall cause the Preservation Restriction to be executed by any and all persons having or claiming to have an interest therein. The Grantee understands that the Preservation Restriction shall run with the land and is intended to be binding upon all future owners for the term of the Restriction, and is a condition of the transfer of any Massachusetts Preservation Project Fund grant award.

## ATTACHMENT A - CONTINUED

3. Acknowledgment of Commonwealth Assistance: The Grantee shall post a sign made to MHC specifications for size, material and color on the Property in a conspicuous location, approved by the Massachusetts Historical Commission, acknowledging funding assistance in a form as follows:

**This Property, which is listed in the State Register of Historic Places, has received a matching emergency grant from the Massachusetts Preservation Projects Fund through the Massachusetts Historical Commission, Secretary of the Commonwealth, William Francis Galvin, Chairman.**

The sign shall remain in place from the commencement of work on the project until the final payment on the project to the Grantee from the Commission. In addition, any publications, exhibits, public announcements, news releases, or presentations related to the Project shall acknowledge state assistance as follows:

**This Project has been funded with the assistance of matching emergency funds from the Massachusetts Historical Commission, a division of the Office of the Secretary of the Commonwealth, William Francis Galvin, Secretary.**

4. Notification: The Grantees agrees to promptly notify the Massachusetts Historical Commission should the following conditions become known:

- a) Problems, delays or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules or preclude the completion of attained work;
- b) The need for adjustment to the approved budget.

5. Notice: Persons to receive any notice as specified in section 4 shall be the Assistant Director, Massachusetts Historical Commission, 220 Morrissey Boulevard, Boston, MA 02125, and the Chair, Board of Selectmen or Mayor (whichever applies) of the Grantee.

6. Preservation Consultant: The Grantee shall retain one or more preservation consultants whose professional qualifications have been approved by the Commission prior to the commencement of work on the Project. The Recipient shall enter into a contract with the preservation consultant whereby the consultant shall be responsible for preparing the project documentation, monitoring work during the project, and certifying work during and at the completion of the project.

7. Project Completion Report: The Grantee shall submit to the Commission a Project Completion Report ("the Report") within thirty (30) days of the last day of the Performance Period.

## ATTACHMENT A - CONTINUED

The Report shall be in accordance with the "Completion Report" guidelines attached hereto as "Attachment C."

8. Independent Contractor: Grantee is an independent contractor and not an employee or agent of Department. The Grantee shall be as fully responsible to the Massachusetts Historical Commission for the acts and omissions of its subcontractor, including the preservation consultant, and/or persons directly employed by them as it is for acts and omissions of persons directly employed by it. Department shall not be obligated under any contract, subcontract or commitment made by Grantee.

**ATTACHMENT B**

**APPROVED EXPENDITURES FOR  
(Estimated Project Budget)**

**Rocks Village Hand Tub House  
Main and River Streets  
Haverhill, Massachusetts 01830**

<u>Work Categories</u>	<u>Estimated Costs</u>
DIVISION 4 – MASONRY	\$20,000.00
<b>TOTAL PROJECT COST</b>	<b><u>\$20,000.00</u></b>

Summary of Funding Sources

State Share: \$20,000.00  
Grantee Share: \$20,000.00 (To be matched on approved work prior to 6/22/14)

**TOTAL PROJECT COST** **\$20,000.00**

Payment Schedule:

In accordance with this Agreement, the Commission will pay to the Grantee emergency funding in the amount of TWENTY THOUSAND dollars (\$20,000.00). Disbursement of funds may be in two payments.

The first payment of FIFTEEN THOUSAND dollars (\$15,000.00) may be released after full execution of the MHC contract and the procurement documents and recorded Preservation Restriction have been received at MHC. The second and final payment of FIVE THOUSAND dollars (\$5,000.00) may be released after submission and approval of the project completion report.

Payment requires Architect's Certification and Commission approval.

No matching emergency funds will be released unless the fully executed contract, procurement documents, recorded Preservation Restriction, and Endowment Fund materials, if applicable, are received and on file at the Massachusetts Historical Commission.

In addition to completing a minimum of \$20,000 worth of MHC-eligible work,

**ATTACHMENT B - CONTINUED**

Grantee agrees to document a minimum of \$20,000 (over and above the \$20,000 emergency grant expenditure) in allowable project costs and submit acceptable financial documentation of these costs to the Massachusetts Historical Commission within three (3) years or by June 22, 2014.

## ATTACHMENT C

### PROJECT COMPLETION REPORT

In order to warrant a project complete for release of final payment, the Massachusetts Historical Commission requires a Project Completion Report and documentation of cost expenditures. The report and documentation should be one (1) original and one (1) photo-copy.

The "closing out" of some grants has been delayed because reports and financial documentation have been inadequate resulting in delay of final payment. This section is intended to clarify project completion requirements. Please read it carefully and contact a member of the grants staff if you have any questions.

Please be familiar with your contractual requirements pertaining to project period, scope of work, approved budget, plans and specifications, any special conditions. Please use the following Completion Report format found within the Local Project Coordinators' Manual (an electronic version of the formatting example is available; please contact your grants manager):

#### **Cover Sheet:**

#### **Completion Report Summary or Title Page:**

#### **Introduction, Purpose of Project, and Use of Property:**

A brief history of the Property and a brief narrative stating the goals of the grant project and description of the property use before and after grant project work.

#### **Section I: Comparative Budget and Financial Documentation**

A line-by-line comparison of the projected versus actual must be included using the form from the LPC Manual. The actual project cost must be supported by adequate financial documentation. This generally consists of photocopies of signed and certified itemized invoices or requisitions along with copies of related cancelled checks (both sides of the check) or bank statements.

Municipalities may submit city or town warrants in lieu of cancelled checks. Invoices must be sufficiently detailed to verify applicability to this project. Similarly, cancelled checks must be labeled to demonstrate their relationship to the invoice.

A neatly organized summary of these actual expenditures keyed to the line items shown on the approved project budget is a good way to present this information.

## ATTACHMENT C - CONTINUED

Remember that work accomplished and paid for outside the project scope and budget shown in your contract is not eligible for matching funds.

Please describe any major line item differences by comparing projected costs (as shown in the contract) to actual costs (completed work).

Any changes in the approved work items, cost projections or time schedule must be adequately explained with evidence of prior MHC approval noted and described for such changes (please see section on Changes to Approved Projects in the LPC Manual).

### **Section II: Public Benefit Statement**

Please use MHC form from the LPC Manual and include a copy of the recorded Preservation Restriction, showing the registry stamped book and page number.

### **Section III: Narrative Description of the Project Work**

Include photographs documenting before, during, and after project work.

**The Narrative:** It is preferable to provide a clear, detailed description of each of the major work items performed as listed in the project budget. The description may be a couple of paragraphs for simple activities with more complex work requiring a page or more.

Note conditions before, during, and at completion by the work and budget categories. Include, if applicable, information on test results or special research studies such as paint, mortar, masonry cleaning or other materials analyses, or archaeology work. Please comment on products and materials, and the performance of the contractors, consultants, architect. You should explain any problems, delays, adverse conditions or favorable developments. Also, please describe any concurrent work outside the scope of the MHC-funded project.

**Photographs:** A representative selection of before, during and after photos (preferably from the same orientation) are required. One set of originals should be submitted with the original report and one set of clear, high-quality photocopies submitted with the second report copy. Photographs will be either black and white or color and mounted on 8-1/2" x 11" paper (or inserted into plastic photo sleeves) labeled with the project name, date, photographer and be numbered and keyed into the text of the report wherever possible. Photos will be 4" x 6". High quality digital images printed onto photographic-quality paper are also acceptable. For archival purposes, digital images should be printed using the same manufacturer of printer, paper, and inks. Submit cd with all of the digital images along with the completion report (no generic cds, within jewel case). Also, two Black and White (B&W film) or color (digital images printed in the archival format) 8" x 10" facade views, from different angles, are required of the completed project. A photograph of the project sign is also required. Please contact your MHC project manager if you have any questions regarding the photographic requirement.

## ATTACHMENT C - CONTINUED

(Note: Photos submitted with the original application may be reused as part of the Completion Report).

### **Section IV: MHC Site Visit Reports.**

These will be added by MHC staff.

### **Section V: Other information if applicable.**

If the work included Special Conditions, describe what they were and how they were achieved.

### **Appendices:**

#### **Architect/Preservation Consultant Certification of Completion:**

Submit written certification on the firms' letterhead, signed by the approved preservation professional who supervised project work. The certification must include the following statement: **"The project was accomplished according to the plans and specifications approved by the Commission as described in the project contract and met the Secretary of Interior's *Standards for the Treatment of Historic Properties.*"**

#### **Paint, mortar or other materials analyses as applicable:**

See comments under Section III. Include mortar recipe(s) and copy of historic paint analysis report (original copy with actual photos and paint chips).

#### **Endowment information if applicable:**

Please establish documentation requirements with a member of the grants division.

#### **List of contractors and sub-contractors:**

Please provide names, addresses, telephone and fax numbers, indicating their responsibility for the project work.

#### **Completed and/or updated MHC Inventory Form specific to this property:**

Complete the MHC inventory Form B – Building (if applicable). Project involving monuments, archaeological or cultural landscapes should consult with MHC staff to obtain the appropriate form. Electronic versions of the inventory forms are available for download from the MHC website. Please contact your MHC project manager for a copy of the instructions. The photograph requirement for this form is a 3" x 3" or 3-1/2" x 5" Black and White (B&W film) or color (digital image printed in the archival format) photo of the property (after work has been completed). **If an up-to-date Inventory Form is not currently on file at the MHC, it must be updated and submitted with the Completion Report.**

**ATTACHMENT C - CONTINUED**

**Supporting financial documentation:**

A complete set of materials referenced in Section I. should be carefully organized and submitted with the completion report.

PRESERVATION RESTRICTION AGREEMENT  
between the COMMONWEALTH OF MASSACHUSETTS  
by and through the MASSACHUSETTS HISTORICAL COMMISSION  
and the City of Haverhill

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the City of Haverhill, 4 Summer Street, Haverhill, Massachusetts 01830, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of land bounded and described as set forth in Exhibit A, and more particularly shown in Exhibit B, which are attached hereto and made part hereof, which is a portion of certain real property with improvements known as the Rocks Village Hand Tub House, located at Main-RV Street, Haverhill, Massachusetts 01830, hereinafter referred to as the Premises..

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

WHEREAS, the Premises is listed in the State Register of Historic Places as a contributing resource to the Rocks Village National Register Historic District; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions, which shall apply in Perpetuity to the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed in the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises

include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.

2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.

4. Notice and Approval: Whenever approval by the Commission is required under this restriction, Grantor shall request specific approval by the Commission not less than (30) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the grantor shall be reasonably sufficient as a basis for the Commission to approve or disapprove the request. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Commission to make an informed judgment as to its consistency with the purposes of this Preservation Restriction. Within (30) days of receipt of Grantor's reasonably sufficient request for said approval, the Commission shall, in writing, grant or withhold its approval, or request

additional information relevant to the request and necessary to provide a basis for its decision. However, should the Commission determine that additional time is necessary in order to make its decision the Commission shall notify the Grantor. The Commission's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the purpose of this Preservation Restriction. Failure of the Commission to make a decision within sixty (60) days from the date on which the request is accepted by the Commission or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

5. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

6. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

8. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 8, inclusive, shall run with the land and is binding upon future owners of an interest therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Haverhill

By: \_\_\_\_\_

Name: James J. Fiorentini

Title: Mayor

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_,ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By \_\_\_\_\_  
Brona Simon  
Executive Director and Clerk  
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was ~~(a current driver's license)~~ ~~(a current U.S. passport)~~ (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

## RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the premises. Under this section permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require MHC review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the MHC, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

### PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

### WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

### EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

### LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

## WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

## HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction, such changes must be reviewed by the MHC and their impact on the historic integrity of the premise assessed.

It is the responsibility of the property owner to notify the MHC in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the Commission to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. MHC staff will attempt to work with property owners to develop mutually satisfactory solutions, which are in the best interests of the property.

## EXHIBIT A

“...said land being situated in the Easterly part of said City of Haverhill near the Rocks Bridge and bounded as follows: on the North by land of James Oakes, on the East by the Merrimac River, on the South by the road leading from the Rocks Bridge to Plaistow, New Hampshire, and on the West by the road leading from the Rocks Bridge to Merrimac.”

471

RECEIVED

OCT 05 2011

MASS. HIST. COMM

RIVER

K

Rocks Bridge

CITY LAI  
NO.2

**EXHIBIT B**

Rocks Village Hand Tub House  
Main-RV Street, Haverhill, MA

City of Haverhill Assessor's Map  
Map 471, Block 4, Lot 1

CITY  
LANDING  
NO.1

FILE  
DEPT.

1A  
5,100  
S.F.

68A

Peter  
Wilkinson

2 CIV  
22,120\$

0.5A

3  
18,130\$

~~WILKINSON ET AL~~

7

Katherine E. Butler

12

5  
7,800\$

6  
13,800\$

JOEL F RUBINSTEIN  
ET AL

JOH  
MON

2  
11,147\$

Richard  
6,235\$

Charles G. Stuar



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

**That the Mayor be and is hereby authorized to enter into and execute Preservation Restriction Agreement on behalf of the City of Haverhill with the Commonwealth of Massachusetts by and through the Massachusetts Historical Commission for the purpose of securing funds to improve the Rocks Village Hand Tub House located at Main-RV Street as detailed in Exhibits A and B of the Agreement. Said Agreement is attached hereto and incorporated herein. Further, the Mayor is also authorized to execute any additional applications, agreements or other documents necessary to secure said funds.**

PRESERVATION RESTRICTION AGREEMENT  
between the COMMONWEALTH OF MASSACHUSETTS  
by and through the MASSACHUSETTS HISTORICAL COMMISSION  
and the City of Haverhill

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the City of Haverhill, 4 Summer Street, Haverhill, Massachusetts 01830, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of land bounded and described as set forth in Exhibit A, and more particularly shown in Exhibit B, which are attached hereto and made part hereof, which is a portion of certain real property with improvements known as the Rocks Village Hand Tub House, located at Main-RV Street, Haverhill, Massachusetts 01830, hereinafter referred to as the Premises..

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. chapter 184, section 32, hereinafter referred to as the Act; and

WHEREAS, the Premises is listed in the State Register of Historic Places as a contributing resource to the Rocks Village National Register Historic District; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions, which shall apply in Perpetuity to the Premises.

These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed in the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises

include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

The terms of the Preservation Restriction are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes." The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.

2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.

4. Notice and Approval: Whenever approval by the Commission is required under this restriction, Grantor shall request specific approval by the Commission not less than (30) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the grantor shall be reasonably sufficient as a basis for the Commission to approve or disapprove the request. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Commission to make an informed judgment as to its consistency with the purposes of this Preservation Restriction. Within (30) days of receipt of Grantor's reasonably sufficient request for said approval, the Commission shall, in writing, grant or withhold its approval, or request

additional information relevant to the request and necessary to provide a basis for its decision. However, should the Commission determine that additional time is necessary in order to make its decision the Commission shall notify the Grantor. The Commission's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the purpose of this Preservation Restriction. Failure of the Commission to make a decision within sixty (60) days from the date on which the request is accepted by the Commission or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

5. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.

6. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7. Recording: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission.

8. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 8, inclusive, shall run with the land and is binding upon future owners of an interest therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Haverhill

By: \_\_\_\_\_

Name: James J. Fiorentini

Title: Mayor

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_,ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By \_\_\_\_\_  
Brona Simon  
Executive Director and Clerk  
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

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471

Rocks Bridge

RIVER

K

RECEIVED  
OCT 05 2011  
MASS. HIST. COMM

EXHIBIT B  
Rocks Village Hand Tub House  
Main-RV Street, Haverhill, MA  
City of Haverhill Assessor's Map  
Map 471, Block 4, Lot 1

CITY LAI  
NO.2

CITY  
LANDING  
NO.1

FILE  
DEPT.

1A  
5,100  
S.F.

1  
68A

Peter  
Wilkinson

2 CIVI  
22,120\$

FILE DEPT.

0.5A

~~THOMAS LARRY ET AL~~

3  
18,130\$

Katherine E. Butler  
12

5  
7,800\$

6  
13,800\$

JOEL F. RUDINSTEIN  
ET AL

JOH.  
MON

2  
11,147\$

RICHARD  
6,123\$  
WARNOCK

Charles G. Stuart

7  
1,610\$

2a  
1,106\$



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

February 24, 2012

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

**RE: Rocks Village Hand Tub House**

Mr. President and Members of the City Council:

I support the request before you for authorization to enter into and execute the Preservation Restriction Agreement for the purpose of securing funds from the Secretary of State's historic Commission to make repairs to the historic Rocks Village Hand Tub House.

Very truly yours,

James J Fiorentini, Mayor

JJF/sf

# Maps on file in City Clerk's Office

*Hearing*  
**FIORIELLO & MIGLIORI**  
ATTORNEYS AT LAW

6.1.6  
*May 15 2012*

KAREN L. FIORELLO  
kfiorello@fimilaw.com

MICHAEL J. MIGLIORI  
mmigliori@fimilaw.com

FIREHOUSE CONDOMINIUMS  
18 ESSEX STREET  
HAVERHILL, MASSACHUSETTS 01832  
TEL 978/373-3003 FAX 978/373-3066  
February 22, 2012

John Michitson, President  
Haverhill City Council  
City Hall, 4 Summer Street  
Haverhill, MA 01830

Re: Sylvan Hill Crossing  
Owner: Sylvan Hill Development, LLC  
1501 Main Street, Unit 47, Tewksbury, MA 01876

Land on Forest Street  
Special Permit, Cluster Residential Development

Dear Mr. Michitson:

Please be advised this office represents Sylvan Hill Development, LLC, Applicant/Owner regarding the property located on Forest Street and being shown as Haverhill Assessor's Map 588 Block 422 Lots 1A, 3A, 4, 6C, 35, 36, 37 and 38.

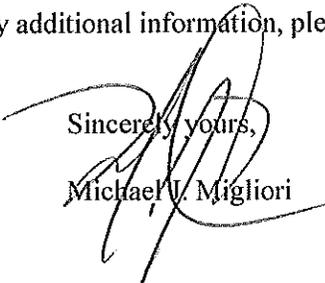
Sylvan Hill Development LLC is requesting a Special Permit from the City of Haverhill to construct twenty-nine (29) single family homes in a cluster residential development as set forth in the Haverhill Zoning Ordinance Chapter 255 Section 94.

The property is shown in Haverhill Assessor's Map 588 Block 422 Lots 1A, 3A, 4, 6C, 35, 36, 37 and 38 and is located in RM Zoning District.

Kindly refer this matter to the Planning Board for its review. I have enclosed the appropriate plans and fees in connection with the requested Special Permit.

Should you have any questions, or need any additional information, please don't hesitate to contact me.

Sincerely yours,

  
Michael V. Migliori

MJM/dma

Enc.

c.c.: Russell Ahern  
Robert Ahern  
Stephen Stapinski

**Legal Description**

See Haverhill Assessor's Map 588 Block 422 Lots 1A, 3A, 4, 6C, 35, 36, 37 and 38.

# Certificate of Insurance on File

6.1.7

Honorable President and Members of the City Council:

Date: 2/24/12

The undersigned respectfully asks permission to hang a **BANNER** over a sidewalk or public way.

Bradford Christian Academy  
Organization

Enrolling Now - Bradford Christian Academy  
Wording on Banner

MARJORIE SQUIRE [Signature]  
Applicant - Print Name Applicant - Signature

97 Oxford Ave Bradford, MA 978-373-7907  
Applicant - Address Applicant - Phone #

as soon as possible - March 5  
Dates (maximum two-week period starting on a Monday) through  
March 18

Location/s:

- Route 125 - at Salem Street and South Main Street
- Goecke Parking Deck - Main Street
- Goecke Parking Deck - Merrimack Street

Certificate of Insurance Liability Naming the City of Haverhill as Additional Insured on File

Additional Comments:

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

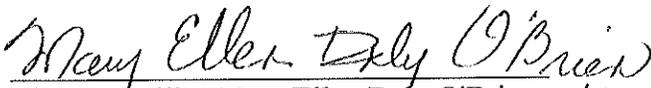
7.1.1

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

February 17, 2012

TO: Mr. President and Members of the City Council

Councillor Mary Ellen Daly O'Brien would like to introduce Tara Ryan and recognize her for her successful fundraisers for the Dana Farber Hospital/Cancer Center in Boston.

  
City Councillor Mary Ellen Daly O'Brien

CITY COUNCIL

JOHN A. MICHITSON  
PRESIDENT

ROBERT H. SCATAMACCHIA  
VICE PRESIDENT

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



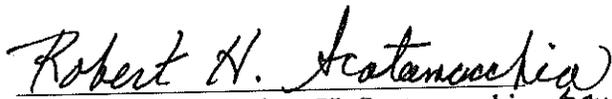
CITY OF HAVERHILL  
HAVERHILL, MASSACHUSETTS 01830-5843

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

February 21, 2012

TO: Mr. President and Members of the City Council

Councillor Robert H. Scatamacchia requests a discussion about a Home Rule Petition on behalf of William Cowl, Jr.

  
City Councillor Robert H. Scatamacchia

**WILLIAM M. COWL, JR.**

18 KALI WAY  
BRADFORD, MA 01835  
978-521-1020

Mr. President and City Counsel Members  
4 Summer St.  
Haverhill, Ma. 01830:

February 21, 2012

Dear Mr. President and City Counsel Members,

Please accept this letter as my formal request for Home Rule Petition notwithstanding the maximum age requirement for the Fire Fighter position in the City of Haverhill.

I plan on taking the Fireman Civil Service Exam in April and the Entry Level Physical Abilities Test (ELPAT) in March of this year.

I am currently 39 years old. I live in Haverhill, Massachusetts with my wife, Joanne, and our two daughters, Meghan, age 11, and Macey, age 9. Meghan currently attends Hunkin-North and Macey attends Bradford Elementary School. My wife is very active in the Bradford Elementary PTO and Hunkin PTO. We have been active members of the Bradford Swim Club, where my wife serves as a board member, and I am an active volunteer. Prior to moving to Haverhill, we lived briefly in Newton, New Hampshire. Prior to moving to New Hampshire, we lived in Peabody, Massachusetts for five (5) years, where my wife's family grew up and currently resides.

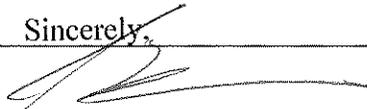
I served honorable with the United States Navy. From 1993 through 1996, I was stationed onboard the AS-33 Simon Lake. While stationed on the AS-33 Simon Lake, I was part of the Fire Brigade, which responded to fires and floods. From 1996 through 1997, I was stationed on the U.S.S. Constitution in Charlestown, Massachusetts. While stationed on the U.S.S. Constitution, I served as Public Affairs Officer and was part of the Fire Brigade. I worked closely with the public and public officials.

I have been employed with Boston Local Union 56 as a commercial diver for the 13 years. The position requires me to be in top physical condition and possess active certification in First Aid, CPR, O2 Provider, and many others. I have worked in everything from Boston's Big Dig, to multiple nuclear power plants throughout New England to large sewer plants in Austin, Texas.

I have always aspired to be a fireman, and I believe that my experience, strong work ethic, physical condition, and dedication make me an ideal candidate for Haverhill Fire Department.

I hope you will grant my request of the Home Rule Petition, and give me the opportunity to pursue my dream of becoming part of the Haverhill Fire Department.

Sincerely,



William M. Cowl

# WILLIAM M. COWL

---

18 Kali Way  
Bradford, Massachusetts  
Cellular Phone: 978.210.2618  
Home: 978.521.1020.

Over 12 years in underwater construction industry with NDT experience. Currently employed as a commercial diver and seeking a permanent NDT position in the New England area.

## CERTIFICATIONS

- NDT Level III Certification Course
- Trained in ultrasonic, magnetic particle and liquid penetrate testing through level 2 academics per ASNT-SNT-TC-1A
- FHWA-NHI-130091 Underwater Bridge Inspection Certification
- 6-week training and orientation to surface/wet welding and cutting
- Massachusetts State Certified Welder
- OSHA 30hr Safety and Health Certification
- Permit Required Confined Space in compliance with CFR 1910.146(g) (1) and CFR 1926.21 (b) (6)
- Commercial Diver per ACDE/ANSI 01-1993

## WORK EXPERIENCE

### **DRYDEN DIVING, Woolwich Township, New Jersey**

2008-2010

#### Diver/NDT Technician

- Ultrasonic NDT testing on steel thickness.
- Dive Foreman during the Downcomers Project and clean out at Indian Point Power Plant, Buchanan, NY
- Dive Foreman during the repair and replacement of traveling screen at John Fitzpatrick Power Plant, Oswego, NY
- Video inspection of nuclear power plant intake structure.
- Cleaning and removal of zebra mussels in intake structure
- Remove and installed new flange in Marlborough reservoir, Marlborough Ma.

### **BUFFALO INDUSTRIAL DIVING CORP, Buffalo, New York**

2006-2010

#### Diver/NDT Technician

- NDT ultrasonic testing on steel thickness.
- Chamber operator.
- Removal and placement of sub-mar mats.
- New England Gateway Gas Transmission pipeline.
- Inspection of misalignment flange.
- Dove on Algonquin Gas Transmission Company, 2002 Hubline Project
- Pipeline tie-in

### **BLACK DOG DIVERS, PORTSMOUTH, NEW HAMPSHIRE**

2006-2010

#### Diver

- Remove old pile wrap and install new fiberglass jackets in, Portsmouth, NH
  - Remove and installed new flange in Marlborough reservoir, Marlborough MA.
-

- SPECIALTY DIVING**, North Kingston, Rhode Island 2003-2006  
Dive Foreman/Diver/Welder/Equipment Tech.
- NDT ultrasonic testing.
  - Diver and Dive Foreman during installation of 72" concrete pipe using hydra pull system and placement of sub-mar mats.
  - Dive Foreman during extensive recovery and demolition of Old Jamestown Bridge, Jamestown, Rhode Island.
  - Dive Foreman for excavation at Warren Bridge, Warren, Rhode Island.
  - Repair graving dock, cell, and Electric Boat for Kiewit Construction.
  - Placement of underwater explosives.
  - Acted as Dive/Pile Driving Foreman for pile jacket repair job at Quincy TRT in Quincy, Ma.
- J.F. WHITE**, Framingham, Massachusetts 2000-2003  
Lead Diver/Welder
- 2,500 ft penetration dive in a 32 inch fiberglass pipe to install Miller clamps
  - Environmental diving for Battelle Environmental Restoration
  - Sewer inspection Govellet Tunnel Project, Austin, Texas
  - Confined Space Supervisor, Onion Creek Project, Austin, Texas
- CRC CONSTRUCTION**, Quincy, Massachusetts 1998-2000  
Diver/Welder
- Dove on Central Artery Project of the Big Dig
  - Topside and underwater welding and underwater burning
- MODERN CONTINENTAL**, Boston, Massachusetts 1997-1998  
Diver/Welder
- Dove on Central Artery Project of the Big Dig
  - Dove on Diffusers for Deer Island Project
  - Topside and underwater burning
- UNITED STATES NAVY** 1993-1997
- Extensive welding and rigging experience
  - Worked with underwater demolition teams
  - Heavy crane operator
  - Maintained a secret clearance throughout military career
  - Performed installation, operation and 3M (maintenance material management)

## EDUCATION

**THE OCEAN CORPORATION**, Houston, Texas  
Graduated in the top 10% of class UDT 285 in November of 1998

---



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

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

**HOME RULE PETITION**

**AN ACT AUTHORIZING THE APPOINTMENT OF WILLIAM M. COWL, JR. AS A FIREFIGHTER IN THE CITY OF HAVERHILL NOTWITHSTANDING THE MAXIMUM AGE REQUIREMENT.**

*Be it enacted, etc. as follows:*

Section 1. The personnel administrator of the human resources division shall certify notwithstanding any general or special law or rule or regulation to the contrary William M. Cowl, Jr. to be eligible for original appointment to the position of firefighter in the city of Haverhill according to the grade he received on the examination for firefighter held in April of 2012, notwithstanding the maximum age for that position. If William M. Cowl, Jr. meets all other requirements for certification as a firefighter, the city of Haverhill may appoint him.

Section 2. This act shall take effect upon its passage.

## 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

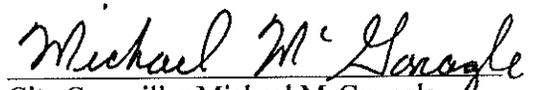
HAVERHILL, MASSACHUSETTS 01830-5843

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

February 14, 2012

TO: Mr. President and Members of the City Council

Councillor Michael McGonagle would like to discuss the issue of public safety as it relates to the railroad tracks.

  
City Councillor Michael McGonagle 302

CITY COUNCIL

JOHN A. MICHITSON  
PRESIDENT

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HAVERHILL, MASSACHUSETTS 01830-5843

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citycncl@cityofhaverhill.com

February 23, 2012

TO: Mr. President and Members of the City Council

Councillor William H. Ryan requests a discussion about a no parking sign in the area of 15 Srybny Avenue.

*William H. Ryan*  
City Councillor William H. Ryan *sw*

12-N

CITY COUNCIL

JOHN A. MICHITSON  
PRESIDENT

ROBERT H. SCATAMACCHIA  
VICE PRESIDENT

MICHAEL J. HART  
WILLIAM H. RYAN  
SVEN A. AMIRIAN  
MICHAEL S. MCGONAGLE  
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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

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January 31, 2012

Mr. President and Members of the City Council

Councillor Sven Amirian requests to introduce Jeff Grassie from the Haverhill Farmer's Market to talk about the upcoming season and to request permission for their location.

*Sven Amirian*  
City Councillor Sven A. Amirian *ss*

IN CITY COUNCIL: February 7 2012  
POSTPONED TO FEBRUARY 28 2012

Attest:

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

Jeff Grassie  
1153 West Lowell Ave.  
Haverhill, MA 01835  
(978) 374-5962

Honorable President and Members of the City Council  
4 Summer Street, Room 204  
Haverhill, MA 01830

Feb. 28<sup>th</sup>, 2012

Dear members of the Council:

As one of the leaders of the Haverhill Farmers' Market, we respectfully request permission to use the parking lot at 40 Bailey Boulevard (next to the Haverhill Police Station) and the adjacent sidewalks for the Haverhill Farmers' Market. The 2012 season will begin on June 23<sup>rd</sup> and will include every Saturday through October 27<sup>th</sup>. The hours of the market are 9 a.m. to 1 p.m.

Please be advised we are securing an umbrella insurance policy through the Massachusetts Federation of Farmers' Markets that includes coverage for the City of Haverhill.

If you have any questions or concerns, please don't hesitate to contact me.

Very Truly Yours,

  
Jeff Grassie



**CITY OF HAVERHILL  
POLICE DEPARTMENT**

40 Bailey Boulevard  
Haverhill MA 01830

Captain Michael Wrenn  
Patrol Commander  
(978) 722-1512  
[Mwrenn@HaverhillPolice.com](mailto:Mwrenn@HaverhillPolice.com)

February 08, 2012

To Whom It May Concern:

The Police Department has no objection to the Haverhill Farmers Market utilizing the parking lot adjacent to police department for the upcoming season. The market will be open on Saturdays from 9AM – 1PM beginning June 23, 2012 and ending on October 27, 2012.

Last year (2011) was the markets first year in this location and to my knowledge there were no issues. As was the case last year we would again ask that the vendors police themselves and the customers of the market so as not to adversely impact the operations of the police department. This would include:

- 1) Seeing to it that no vendors or customers of the farmers' market park in the rear parking lot of the police station or in the on street parking spaces located along the police station reserved for "police department business only".
- 2) Vendors may not use electrical outlets outside the police station or run any extension cords on the grounds of the police department.

If you have any further questions feel free to contact me.

Capt. Michael J. Wrenn

Honorable President and Members of the City Council:

Date: 2/28/12

The undersigned respectfully asks permission to hang a **BANNER** over a sidewalk or public way.

Haverhill Farmers Market  
Organization

Haverhill Farmers Market open Saturdays June - October  
Wording on Banner

Jeff Grassie  
Applicant - Print Name

Jeffrey Grassie  
Applicant - Signature

June ~~1st~~<sup>4th</sup> to June 15<sup>th</sup>  
Dates (maximum two-week period)

Location/s:

- Route 125 - at Salem Street and South Main Street
- Goecke Parking Deck - Main Street
- Goecke Parking Deck - Merrimack Street

- Certificate of Insurance Liability Naming the City of Haverhill as Additional Insured on File

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

## CITY COUNCIL

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PRESIDENT

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VICE PRESIDENT

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HAVERHILL, MASSACHUSETTS 01830-5843

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www.ci.haverhill.ma.us  
citycncl@cityofhaverhill.com

February 10, 2012

TO: Mr. President and Members of the City Council

Councillor Michael J. Hart requests a discussion regarding dangerous traffic intersections in the City.

*Michael J. Hart*  
City Councillor Michael J. Hart

IN CITY COUNCIL: February 14 2012  
POSTPONED TO FEBRUARY 28 2012  
Attest:

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

20

September 7, 2011

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

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

Dear City Council:

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

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

Sincerely,



Marie Shepard

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

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

Attest:

---

City Clerk

RETURN TO:

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

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

HOME INVESTMENT PARTNERSHIPS PROGRAM

CONFIRMATORY  
AFFORDABLE HOUSING RESTRICTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Borrower:

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

If to Lender:

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

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

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

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

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

Marie Shepard  
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.

Mary P. Zarba  
Notary Public  
My commission expires:

April 2, 2010

ACCEPTANCE OF GRANT BY LENDER  
AND RELEASE OF PRIOR RESTRICTION

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

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

  
James J. Fiorentini, Mayor City of Haverhill

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

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

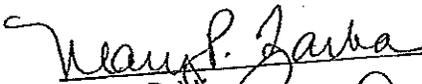
  
Notary Public  
My commission expires April 2, 2010

Exhibit A

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

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

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

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

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

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

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

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

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

**AFFORDABLE HOUSING RESTRICTION**

*For Projects in Which  
Affordability Restrictions Survive Foreclosure*

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2)

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

Others:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed as a sealed instrument this 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

My commission expires:

Susan M. Wetherbee, Notary Public  
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

21-D



DOCUMENT 21-D

**CITY OF HAVERHILL**

In Municipal Council February 7 2012

CHAPTER

~~ORDERED~~ MUNICIPAL ORDINANCE

An Ordinance Relating to Parking  
(25 Hillside Street-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 inserting the following:

LOCATION	REGULATION	HOURS/DAYS
25 Hillside Street	No Parking	24 Hours
In front of No. 25 Hillside Street except For 1-24 Hour handicapped Parking space at No. 25		

APPROVED as to legality:

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

PLACED ON FILE FOR AT LEAST 10 days

Attest:

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



# Haverhill

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

February 2, 2012

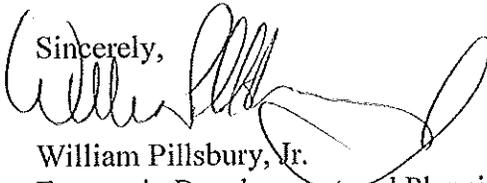
Mr. John A. Michitson, Council President  
City Council Members  
City Hall-Room #204  
City of Haverhill

**RE: ESTABLISHMENT OF HANDICAP PARKING – 25 HILLSIDE STREET**

Dear Council President & Councilors:

As per your request dated, February 2, 2012, I am submitting a Municipal Ordinance that will allow for handicap parking in front of 25 HILLSIDE STREET.

Sincerely,



William Pillsbury, Jr.  
Economic Development and Planning Director

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  
FEB 02 2012

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

February 2, 2012

TO: Mr. William Pillsbury  
Planning and Development Director

RE: Documents to Establish Handicap Parking Ordinances – 16 Jackson Street,  
64 Grove Street and 25 Hillside Street

Dear Mr. Pillsbury:

At the City Council meeting held on January 31, 2012, the following requests for handicap parking spaces were approved and submitted by Chief DeNaro:

- 16 Jackson Street
- 64 Grove Street
- 25 Hillside Street

The City Council concurred with these requests and asks that the proper documents be prepared and placed on the Council agenda for action.

Thank you for your continued cooperation, consideration and assistance. It is appreciated.

Sincerely yours,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

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



21-E



CITY OF HAVERHILL

In Municipal Council February 7 2012  
CHAPTER

~~ORDERED~~ MUNICIPAL ORDINANCE

An Ordinance Relating to Parking  
(16 Jackson Street-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 inserting the following:

LOCATION	REGULATION	HOURS/DAYS
16 Jackson Street	No Parking	24 Hours
In front of No. 16 Jackson Street except For 1-24 Hour handicapped Parking space at No. 16		

APPROVED as to legality:

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

PLACED ON FILE for at least 10 days

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



# Haverhill

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

February 2, 2012

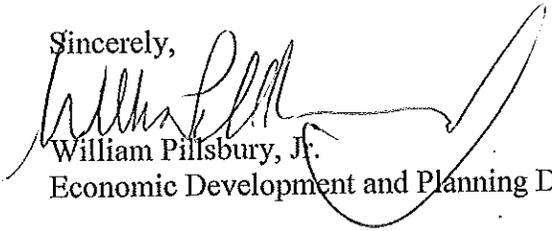
Mr. John A. Michitson, Council President  
City Council Members  
City Hall-Room #204  
City of Haverhill

**RE: ESTABLISHMENT OF HANDICAP PARKING – 16 JACKSON STREET**

Dear Council President & Councilors:

As per your request dated, February 2, 2012, I am submitting a Municipal Ordinance that will allow for handicap parking in front of 16 JACKSON STREET.

Sincerely,



William Pillsbury, Jr.

Economic Development and Planning Director

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  
FEB 02 2012

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

February 2, 2012

TO: Mr. William Pillsbury  
Planning and Development Director

RE: **Documents to Establish Handicap Parking Ordinances – 16 Jackson Street,  
64 Grove Street and 25 Hillside Street**

Dear Mr. Pillsbury:

At the City Council meeting held on January 31, 2012, the following requests for handicap parking spaces were approved and submitted by Chief DeNaro:

- 16 Jackson Street
- 64 Grove Street
- 25 Hillside Street

The City Council concurred with these requests and asks that the proper documents be prepared and placed on the Council agenda for action.

Thank you for your continued cooperation, consideration and assistance. It is appreciated.

Sincerely yours,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

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

CITY OF HAVERHILL  
APPLICATION FOR HANDICAP PARKING SIGN

\*NEW  \_\_\_\_\_  
\*RENEWAL  \_\_\_\_\_

DATE OF REQUEST 11-10-11 DATE OF APPROVAL \_\_\_\_\_

NAME: Donna M Stasio

ADDRESS: 16 Jackson St Apt 1

x Donna M Stasio  
Applicant Signature

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

Approve  Denied

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

Alan R. P. P.  
Chief of Police Signature

Approve  Denied

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

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

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

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

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

Complete Application on file in Clerk's Office

DOCUMENT 21-F

CITY OF HAVERHILL

In Municipal Council February 7 2012  
CHAPTER

~~ORDERED~~ MUNICIPAL ORDINANCE

An Ordinance Relating to Parking  
(64 Grove Street-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 inserting the following:

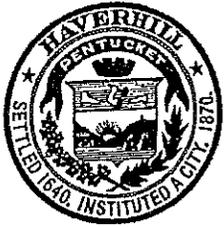
LOCATION	REGULATION	HOURS/DAYS
64 Grove Street	No Parking	24 Hours
In front of No. 64 Grove Street except For 1-24 Hour handicapped Parking space at No. 64		

APPROVED as to legality:

\_\_\_\_\_  
City Solicitor  
PLACED ON FILE for at least 10 days  
Attest:

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





# Haverhill

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

February 2, 2012

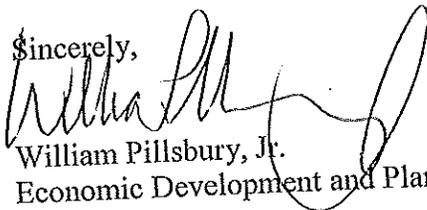
Mr. John A. Michitson, Council President  
City Council Members  
City Hall-Room #204  
City of Haverhill

**RE: ESTABLISHMENT OF HANDICAP PARKING – 64 GROVE STREET**

Dear Council President & Councilors:

As per your request dated, February 2, 2012, I am submitting a Municipal Ordinance that will allow for handicap parking in front of 64 GROVE STREET.

Sincerely,



William Pillsbury, Jr.  
Economic Development and Planning Director

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  
FEB 02 2012

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

February 2, 2012

TO: Mr. William Pillsbury  
Planning and Development Director

RE: Documents to Establish Handicap Parking Ordinances – 16 Jackson Street,  
64 Grove Street and 25 Hillside Street

Dear Mr. Pillsbury:

At the City Council meeting held on January 31, 2012, the following requests for handicap parking spaces were approved and submitted by Chief DeNaro:

- 16 Jackson Street
- 64 Grove Street
- 25 Hillside Street

The City Council concurred with these requests and asks that the proper documents be prepared and placed on the Council agenda for action.

Thank you for your continued cooperation, consideration and assistance. It is appreciated.

Sincerely yours,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

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

CITY OF HAVERHILL  
APPLICATION FOR HANDICAP PARKING SIGN

\*NEW  \_\_\_\_\_  
\*RENEWAL  \_\_\_\_\_

DATE OF REQUEST 12-4-11 DATE OF APPROVAL \_\_\_\_\_

NAME: Judith FRANCIS

ADDRESS: 64 Grove Street Haverhill

Marian Francis  
Applicant Signature

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

Approve  Denied

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

Al R. [Signature]  
Chief of Police Signature

Approve  Denied

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

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

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

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

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

Complete application on file in Clerk's Office

DOCUMENT 21-G

CITY OF HAVERHILL

In Municipal Council February 7 2012

CHAPTER

~~ORDERED~~ MUNICIPAL ORDINANCE

An Ordinance Relating to Parking  
(97 Laurel Avenue-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
97 Laurel Avenue	No Parking	24 Hours
In front of No. 97 Laurel Avenue except For 1-24 Hour handicapped Parking space at No.97		

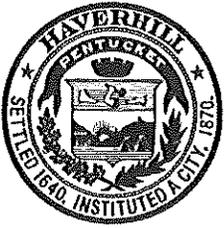
APPROVED as to legality:

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

PLACED ON FILE for at least 10 days

Attest:

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



# Haverhill

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

February 2, 2012

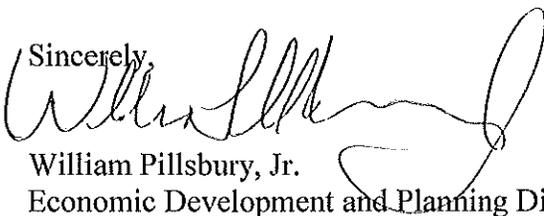
Mr. John A. Michitson, Council President  
City Council Members  
City Hall-Room #204  
City of Haverhill

**RE: Handicap Parking – Delete Handicapped Parking @ 97 Laurel Avenue**

Dear Council President:

As per your request dated, February 2, 2012, I am submitting a Municipal Ordinance that will delete handicap parking at 97 Laurel Avenue.

Sincerely,



William Pillsbury, Jr.  
Economic Development and Planning Director

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

February 2, 2012

RECEIVED  
FEB 02 2012

Econ Devlp & Planning  
& B.O.A.

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

RE: Delete Handicap Ordinance – 97 Laurel Avenue

Dear Mr. Pillsbury:

At the City Council meeting held on January 31, 2012 the following item was placed on the agenda by Councillor McGonagle:

- Doc. #12-M - Request for removal of a handicap parking space at 97 Laurel Ave.

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

Sincerely,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

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

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



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



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

February 24, 2012

City Council President John Michitson  
And Members of the Haverhill City Council

**RE: Bond Authorization Order**

Mr. President and Members of the City Council:

Enclosed please find a bond authorization order authorizing the City to spend up to \$400,000 for immediate temporary emergency repairs to the Hunking School.

As you know, Superintendent Scully is examining many different alternatives as to what to do with the Hunking School. He intends to discuss these alternatives with the School Committee and with the City Council in the near future.

Although we have not yet had a full discussion on these issues, my preliminary view, subject to change, is that the most reasonable alternative is to make emergency temporary repairs to school.

Any bond order must stay on file with the City Council for two weeks. I want to give the City Council an adequate opportunity to fully discuss and debate all of the alternatives. I do not want the Council to be rushed into a decision.

Accordingly, I am placing this bond order on file now so that in the event the Council, School Committee, Mayor and Superintendent decide to go in this direction, you have had adequate opportunity to debate this and the bond order is ready so that repairs could begin immediately.

The Superintendent's estimate is that it will require approximately \$350,000 for emergency repairs to the school. I've asked for an authorization of up to \$400,000 in the event of contingencies.

This order must be placed on file for two weeks. I recommend you have a full discussion of this issue along with any possible alternatives.

Very truly yours

James J. Fiorentini, Mayor

JJF/lk

Encl.



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

ORDERED: That the City appropriates the sum of Four Hundred Thousand Dollars (\$400,000) to pay costs of repairs at the Caleb Dustin Hunking Middle School, located at 98 Winchester Street and, including the payment of all costs associated therewith (the "Project"), which proposed Project would materially extend the useful life of the school buildings described above and preserve assets that otherwise are capable of supporting the required educational program, said sum to be expended under the direction of the Superintendent; to meet said appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said sum under M.G.L. Chapter 44, or any other enabling authority; that the City acknowledges that the Massachusetts School Building Authority's ("MSBA") grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; provided further that any grant that the City may receive from the MSBA for the Project shall not exceed the lesser of (1) percentage grant of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any amounts set forth in the Project Funding Agreement or Agreements that may be entered into by the City and the MSBA in connection with the Projects.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

File 10 DAYS

## CITY COUNCIL

JOHN A. MICHITSON  
PRESIDENT

ROBERT H. SCATAMACCHIA  
VICE PRESIDENT

MICHAEL J. HART

WILLIAM H. RYAN

SVEN A. AMIRIAN

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WILLIAM J. MACEK

COLIN F. LEPAGE

MARY ELLEN DALY O'BRIEN



## CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

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**MINUTES OF THE ADMINISTRATION AND FINANCE COMMITTEE  
MEETING HELD ON FEBRUARY 23, 2012**

An Administration and Finance Committee Meeting was held on Thursday, February 23, 2012 at 7:00P.M. in the City Council office, Room 204.

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

The following item was discussed:

1.) Rules and Regulations of the City Council. *The current Rules and Regulations were reviewed by all Councillors present. Additions and deletions were suggested and discussed. All motions passed unanimously. Proposed changes are to: Rule 2, Rule 10, Rule 18, Rule 28 and Rule 33.*

Respectfully submitted,

Colin LePage, Chairperson  
Administration and Finance Committee

February 24, 2012

## RULES AND REGULATIONS OF THE CITY COUNCIL

### ORGANIZATION

Rule 1. The City Council shall meet for organization at ten o'clock in the forenoon on the first Monday of January following the regular municipal election and the members of the City Council shall severally make oath, before the City Clerk or a justice of the peace, to perform faithfully the duties of their respective office, except any member-elect not present shall make oath at the first regular meeting of the City Council thereafter which s/he attends.

For the purpose of organization, the City Clerk shall be temporary Chairperson until the President and Vice President are elected.

The City Council shall, by majority vote of all members elected, elect a President and Vice President from its own members; and the persons elected shall likewise make oath to perform faithfully the duties of the respective offices to which they are so elected at the same meeting, except any member-elect not present shall make oath at the first regular meeting of the City Council thereafter which s/he attends.

The following year, the first Tuesday of January at 7:00 o'clock P.M., the members of the City Council shall meet for the purpose of organization.

Within the first sixty (60) days of each term of a City Council, the members of the City Council shall vote to approve, amend, add, or disapprove of its Rules and Regulations.

### REGULAR MEETINGS

Rule 2. Regular meetings of the City Council shall be held every Tuesday at 7:00 o'clock P.M. except in June there shall be a meeting on the first, second and fourth Tuesday except when June has five Tuesdays then it will be first, third and fifth. From July through Labor Day, the Council shall meet every other week beginning with the second Tuesday of July. In September, after Labor Day, the Council shall return to its regular weekly schedule. The meeting(s) scheduled for the Tuesday after the President's Day holiday in February, Tuesday before Thanksgiving and the Tuesday of the Christmas holiday week shall be cancelled. The meetings shall be held in the City Council Chambers, City Hall. The City Council may at any meeting, by a majority vote, discontinue any further meetings herein before scheduled.

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### MEETINGS OPEN TO PUBLIC

Rule 2A. Except in the case of executive sessions, all meetings of the City Council and of City Council Committees thereof shall be open to the public, and the City Council shall provide that citizens shall have up to three (3) minutes, unless a longer

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Revised 2/24/12

period is deemed necessary by the presiding Councillor to be heard at any such meeting in regard to any matter considered there. All meetings of the City Council shall conform to the Massachusetts Open Meeting Law (G.L. c.39).

### SPECIAL MEETINGS

Rule 3. The President, or in his/her absence the Vice President, of the City Council, or any three members thereof, may at any time call a special meeting by causing written notices, stating the time of holding such meeting and signed by the person or persons calling the same, to be delivered in hand or by electronic communication to each member of the City Council at least twenty-four hours before the time of such meeting.

Every notice for a special meeting shall specify the subject to be acted upon and the place where the meeting is to take place.

### HOLIDAYS

Rule 4. Whenever the day set by these rules for any meeting of the City Council shall fall upon a holiday, then such meeting shall be cancelled by order of the Council.

### QUORUM

Rule 5. Five (5) members of the City Council shall constitute a quorum.

### PRESIDING OFFICER

Rule 6. The President, if present, shall preside at the meetings. In the absence of the President, the Vice President of the City Council shall preside or, in the absence of both, the next available Councillor in a downward sequential order as determined by the voting results of the last City Council election shall preside during the absence of both the President and the Vice President.

### VACANCY IN THE OFFICE OF PRESIDENT OR VICE PRESIDENT

Rule 7. If the office of President becomes vacant, the Vice President shall assume duties of the President or if the office of Vice President becomes vacant, the City Council, in the manner provided in Rule 1, shall elect one of its members to fill such office for the unexpired term, provided that no such vacancy shall be filled so long as there is a vacancy in the City Council.

### DUTIES OF PRESIDING OFFICER

Rule 8. The presiding officer shall preserve decorum and order, may speak to points of order in preference to other members; shall decide all questions of order, subject to any appeal to the City Council, regularly seconded; and no other business shall be in order until the question on the appeal shall have been decided. The vote upon the appeal from the ruling of the chair shall be by roll call and shall stand unless a majority of the votes are to the contrary. The chair shall be allowed to vote on any question of appeal.

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The presiding officer shall declare all votes and, if the result be in doubt, may call for a roll call vote. Such declaration, if not the result of a roll call, shall stand unless it is reversed by a roll call called for by any member.

**RELINQUISHING THE CHAIR**

Rule 9. When the presiding officer desires to relinquish the chair, s/he shall call upon the Council Vice President, and, if not present, s/he shall call upon the next available Councillor in a downward sequential order as determined by the voting results of the last City Council election but such substitution shall not continue beyond the will of the presiding office so relinquishing the chair or beyond any adjournment, except as hereafter provided.

If the presiding officer wishes to express an opinion on any subject under debate, s/he shall relinquish the chair as above provided and shall not resume the chair until s/he is through speaking and all points of order arising therefrom have been decided.

The presiding officer may, however, express a final opinion on any subject in which debate has concluded, without relinquishing the chair.

**COMMITTEES**

Rule 10. The President of the City Council shall appoint all standing committees, all special committees, shall fill any committee vacancy and designate the rank of the members of each committee unless specifically directed otherwise by a majority of the council. There shall be the following standing committees:

1. Administration & Finance Committee: Department of Finance & Records; and Law
2. Natural Resources & Public Property Committee: Water and Wastewater; Energy Conservation; Conservation Commission; Department of Public Buildings; Assessors.
3. Planning & Development Committee: Department of Community Planning and Development; Planning Department; Engineering.
4. Public Health, Safety & Works Committee: Department of Law Enforcement; Department of Fire Safety Services; Public Works; Public Health.

The City Councillor responsible for initiating an item at an official Council meeting which is then forwarded to a Committee for further study and review must make him/herself available at the Committee meeting upon which said item is to be reviewed. Failure or inability of procuring Councillor to attend the meeting to which the item is scheduled to be heard shall result in said item being tabled to the next meeting of the Committee, or the Committee may report the item back to the Council with or without recommendation.

The Committee Chairperson shall ensure items referred to Committee be reported on as soon as reasonably possible after item is referred. Any item submitted to sub-committee of the City Council shall be reported back to the City Council with recommendation(s) for action, if any.

The meetings of the standing committees of the City Council shall be held on Wednesdays or Thursdays no earlier than 7:00 P.M. in the City Council office, Room 204,

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except in cases where the subject matter to be discussed is deemed by the Committee Chairperson to be more appropriate at another day, time or place.

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**SUFFICIENCY OF VOTE**

Rule 11. The affirmative vote of a majority of all the members elected to the City Council shall be necessary for the passage of any order, ordinance, resolution, or vote except as noted herein or otherwise provided by the General Laws. The affirmative vote of a majority of the members present shall be sufficient to adjourn any meeting of the City Council.

**COUNCIL VOTES NECESSARY PLAN A**

	Annual Budget	Majority	5 votes
	Salary Appropriation	Majority	5 votes
	Salary Ordinance (increase)	2/3	6 votes
	Loan Orders	2/3	6 votes
	Transfer from one department to another (C.44 S.33B)	2/3	6 votes
	Transfer within department	Majority	5 votes
	Eminent Domain	2/3	6 votes
*	Zoning ordinances and amendments	2/3	6 votes
**	Zoning Special Permits	2/3	6 votes
	Suspend Rules	2/3	6 votes
	To amend a document	Majority	5 votes
	To rescind a document	2/3	6 votes
	To expunge a document	2/3	6 votes
	To override a Mayor's veto	2/3	6 votes
	Motion to censure	2/3	6 votes
*	If a petition signed by the owners of 20% of the property abutting is presented to the Clerk prior to the close of the hearing, protesting a change, the document requires 7 votes, (see G.L. C.40A s.5)		
**	Cluster Residential Development, Planned Unit Development and Multifamily dwellings (see G.L. c.40A), Used and New Car Dealerships (see Zoning Regulations Ch.255-16, Table of Use and Parking Regulations)		

**EVERY MEMBER SHALL VOTE EXCEPT AS PROVIDED IN THIS RULE**

Rule 12. Every member present when a question is put shall vote, unless any Councillor for special reasons stated before the roll call vote and decided upon without debate shall be excused. No member shall leave the Council Chambers without permission of the chair if his/her presence is necessary to make a quorum.

**MANNER OF VOTING  
YES - NO - VOICE VOTE**

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Rule 13. Final votes of the City Council shall be by individual voice vote by YES or NO and shall be entered on the records. The presiding officer shall always vote last.

With the exception of votes for orders, ordinances and Council votes necessary under the Plan A form of government, the President may proceed by voice vote of the City Council unless objected to by another member of the City Council in which case the vote shall be recorded as stated above.

Notwithstanding the language contained in Rule 12, no member shall vote on any question or serve on any committee where his/her private right is immediately concerned, distinct from the public interest.

Rule 14. Prior to the announcement by the Chair of the result of a roll call vote, any Councillor may ask to have his/her name called again in order to record him/herself differently.

**GAINING THE FLOOR**

Rule 15. Every Councillor, when wishing to speak, shall raise his/her hand respectfully or, if available, signal the Chair by some other acceptable manner, asserting his/her desire to gain the floor and wait until s/he is recognized.

**EVERY ORDER OR RESOLUTION MUST BE ENDORSED**

Rule 16. No order or resolution shall be received or acted upon unless endorsed by a member of the Council.

**WITHDRAWING NOTICE**

Rule 17. After a motion is stated or read by the Chair and properly seconded, it shall be deemed to be in possession of the Council, and shall be disposed of by vote, but the mover or seconder may withdraw it at any time before a decision or amendment.

**PETITIONS ONCE REJECTED**

Rule 18. Except as otherwise might be provided specifically in the Massachusetts General Laws, whenever final action on any order, ordinance, petition or question has been taken by the City Council, no further order, ordinance, petition or question which in substance is the same as heretofore acted upon, shall be resubmitted to the Council within six months from the time of the Council's previous action thereon unless ~~two-thirds of the Council consents in writing for its resubmission.~~

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Nothing in this rule shall be intended to waive provisions of Rules 22 and 23 and said rule shall not be considered inconsistent with said rules numbered 22 and 23.

**ORDINANCE AND BOND ORDERS REFERRED TO CITY SOLICITOR**

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Rule 19. Every ordinance and every order for a bond issue shall, before its passage, be referred to the City Solicitor, who shall forthwith examine the same as to its legality and notify the Council of his/her findings.

That it be a standing rule of this Council that no final or definite action be passed by this Council in the matter of abatement of betterment assessments until such time as the legality of a proposed abatement be approved by the City Solicitor.

#### ENACTING STYLE

Rule 20. All by-laws passed by the City Council shall be entitled ordinances and the enacting style be "Be it ordained by the City Council of the City of Haverhill". In all votes by which the City Council expresses anything by order or by command, the enacting style shall be "Ordered:" and in all votes by which the City Council expresses opinions, principles, facts or purposes, the enacting style shall be "Resolved".

Rule 21. When a question is under debate, the chair will receive motions in accordance with Order of Precedence outlined in "Robert's Rules of Order".

#### PREVIOUS QUESTION

Rule 22. The previous question shall be put in the following form: "Shall the main question be now put?" and all further amendment or debate of the main question shall be suspended until the previous question is decided.

On the previous question, not exceeding five minutes shall be allowed for debate, which shall be confined to giving reasons why the main question should not be put, and no member shall speak more than two minutes.

#### RECONSIDERATION

Rule 23. After a vote has been taken, it shall be in order for any member voting with the prevailing side to move reconsideration thereof at the same meeting at which the vote was taken, or to file with the City Clerk, not later than twelve o'clock noon of the second business day following such meeting, written notice of a motion to reconsider such vote. After receiving such written notice of reconsideration, the Clerk shall place it on the calendar for the next regular meeting or for any intervening special meeting, provided the same is included in the call thereof.

Whenever a written notice of a motion to reconsider has been filed as aforesaid, the Clerk shall notify all of the members of the City Council and any parties that spoke at the Council meeting when the original vote was taken. In the case of a question decided by a tie vote, the prevailing side shall be considered to be the one in whose favor the question was decided. Not more than one motion for reconsideration of any vote shall be entertained, and no vote upon either of the following motions shall be reconsidered: viz: to adjourn; to lay on the table; to take from the table and the previous question.

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**KEEPER OF THE RECORD**

Rule 24. The Clerk or her/his designee shall attend and keep the records of all meetings of the Council. S/he shall record the names of the members present, and shall have the care and custody of the city records, and all documents, maps, plans and papers pertaining to the business of the City Council. The City Council Administrative Assistant or her/his designee shall assume the duties of the Clerk in her/his absence.

**PAPERS MUST BE FILED BEFORE 11:00 A.M. FRIDAY BEFORE MEETING**

Rule 25. All papers of whatever description which may require action by the City Council shall be presented to the City Clerk not later than 11:00 A.M. on the Friday preceding the day of each regular meeting, except when such preceding day is a holiday or City Hall is closed, then they shall be presented at the same hour on the Thursday preceding the day of the meeting. Papers presented after that hour on such day will not be considered until the next meeting, unless admission is approved by two-thirds of the City Council.

**CLERK SHALL PREPARE A LIST OF ALL MATTERS**

Rule 26. The City Clerk shall prepare a list of all matters to come before the City Council at each meeting in accordance with the established order of business and shall deliver to the Council office for each Councillor, a copy of the same on the same day that the agenda is prepared.

As part of the agenda for each meeting, on a separate sheet in a suitable format, there shall be a list of all orders, documents, reports and communications which have been referred to a Council committee for report or action, along with the date submitted to the committee.

Rule 26A. No business or document scheduled to come before the City Council may be removed or omitted from the agenda prior to a meeting.

Rule 26B. The City Council shall allow for re-reading of all back up material related to any Ordinance before the vote is taken for passage.

Rule 26C. The President of the City Council shall not allow any communication or other matter to be placed on the agenda that does not conform with the City Council's Rules and Regulations or, if not governed by a rule or regulation, that does not conform with Robert's Rules of Order.

**EXAMINATION OF RECORDS OF PREVIOUS MEETING**

Rule 27. At each meeting of the Council, the records for the meeting shall be referred to a member thereof (excepting to the President) for examination; and for the next Council meeting s/he shall report the results thereof to the Chair who shall accept the minutes for the file unless objected by any City Councillor whereupon the Chair shall then place before the meeting the question of approval of the same.

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**ORDER OF BUSINESS**

Rule 28. At every regular meeting of the City Council the order of business shall be as follows:

- 1. Opening Prayer
- 2. Pledge of Allegiance
- 3. Approval of the records of previous meeting
- 4. Assignment of minutes review for next meeting
- 5. Communications from the Mayor
- 6. Utility hearing(s) and related order(s)
- 7. Appointments
- 8. Petitions
- 9. Hearings and related Orders
- 10. Motions and Orders
- 11. Unfinished business of preceding meetings
- 12. Communications and reports from city officers and employees
- 13. Resolutions and Proclamations
- 14. Council committee reports and announcements

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Deleted: 10. Hearings and related Orders]]

11. Unfinished business of preceding meetings ]]

Deleted: 12. Motions, Orders and

Deleted: 13

The above shall not be departed from except by permission of the presiding officer.

Any public hearing that is expected to exceed more than two hours in duration in the opinion of the City Council President, may be scheduled by the President as a special meeting to be held other than at the time of a regularly scheduled City Council meeting, provided that special Council meeting can be televised by the local cable channel.

**PASSAGE AT ONE SESSION**

Rule 29. Except as otherwise might be provided specifically in the Massachusetts General laws, any ordinance after having been placed on file for at least 10 days, and any order or resolution may be passed through all its stages of legislation at one session, provided that no member of the Council objects thereto; but if any member of the Council objects, the measure shall be postponed for that meeting.

**PARLIAMENTARY PRACTICE**

Rule 30. In all matters of parliamentary practice not provided for in these rules, the City Council shall use "Robert's Rules of Order", the latest edition, as a guide.

Rule 31. Insofar as these rules are not of statutory source or origin, the same may be suspended at any meeting by a two-thirds vote of all Councillors present, but not otherwise. Suspension of rules shall apply only for the subject matter under consideration, which must be stated prior to voting for said suspension of rules.

These rules may be amended or repealed by the vote of five Councillors, but said amendment or repeal shall not be effective until the next regular meeting.

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If any action is taken inconsistent with these rules, the same shall be construed to have been taken in suspension thereof provided there is a two-thirds consent of all members of the Council, or there is no objection raised prior to the meeting being adjourned.

### COUNCIL BUDGET

Rule 32. Each Councillor shall be allowed to provide his/her input to the City Council budget.

### HEARINGS

Rule 33. All public hearings of the City Council will have the following guidelines. The proponent or petitioner will have up to thirty minutes to make their presentation. The opposition will have up to thirty minutes to make their presentation. Each side, proponent and opposition, will have up to five minutes each for rebuttal after initial presentations.

If a petitioner needs more time for a presentation, the presiding officer may at his/her discretion allow for additional time for any proponent or petitioner to complete a presentation, provided that an equal amount of time be granted to the opposition.

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### INDOCTRINATION OF NEW COUNCILLORS

Rule 34. It shall be the responsibility of the Council President to hold indoctrination for all new Councillors within thirty days of the final election. This also includes making available to Councillors Robert's Rules of Order in the City Council office and any other information that is pertinent for a smooth transition.

Deleted: petitioner must make a written request a minimum of ten days prior to hearing date specifying reasons for request. Written request must be filed with the City Clerk to be placed on Council agenda. A unanimous vote of the Council is required to extend the thirty minute limit. At all times, the opposition will have equal time.¶

### INTRADEPARTMENTAL COMMUNICATION

Rule 35. Any individual Councillor or the Council body may make a formal request for information or ask pertinent questions of the Mayor, City Department Heads, Boards or Commissions pursuant to a matter placed on the Council meeting agenda provided, that, in all cases, the information requested or questions asked, be in accordance with the manner provided in Section 19 of the City Charter as follows:

Deleted: The presiding officer may at his/her discretion allow for additional time for any proponent or petitioner to complete a presentation, provided that an equal amount of time be granted to the opposition.¶

The City Council at any time may request from the Mayor, or, under Plan D or E, from the city manager, specific information on any municipal matter within its jurisdiction, and may request him to be present to answer written questions relating thereto at a meeting to be held not earlier than one week from the date of the receipt by the Mayor, or under Plan D or E, by the city manager, of said questions. The Mayor, or, under Plan D or E, the city manager, shall personally, or through the head of a department or a member of a board, attend such meeting and publicly answer all such questions. The person so attending shall not be obliged to answer questions relating to any other matter. The Mayor, or, under Plan D or E, the city manager, may attend and address the City Council in person or through the head of a department, or a member of a board, upon any subject. (1915, 267, 1, § 19; 378, § 8; 1948, 459, § 6.)

### USE OF CITY COUNCIL STATIONERY

Rule 36. The use of City Council stationery with official letterhead shall be afforded to the Council President to communicate with any City Department, citizens, private businesses or

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State and Federal entities as s/he deems necessary. However, any communication issued by any other Council member on said stationery with respect to an issue previously, presently or potentially under the auspices of the City Council, Mayor or any commission, committee, authority, board, task force or any other decision making body on the local, state or federal level, must be through the Council Administrative Assistant and must be copied to the Council President.

The Council President shall be responsible for alerting each newly elected Councillor of this rule during the orientation period outlined in Rule 34.

### **SPECIAL ELECTION AND BALLOT QUESTIONS**

Rule 37. Whenever the City Council votes for any special election or question to be placed on a ballot, the City Clerk shall immediately enter into the agenda for the following week an agenda item that would require providing a copy of the certified mail receipt to each Councillor. This would prove that the proper departments in local or state government have been notified of the special election or of the ballot question.

### **MOTIONS TO CENSURE**

Rule 38. A communication to place a motion to censure a member of the City Council on the agenda must be filed with the City Clerk in a timely manner and must be in writing and signed by no less than six members of the City Council and must specify egregious behavior and/or conduct unbecoming of a City Councillor.

## 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

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**DOCUMENTS REFERRED TO COMMITTEE STUDY**

#5-L/10	Communication from Councillor Macek requesting to propose the enactment of a Safe Building Ordinance.	NRPP	2/23/10
74-P/11	Communication from Councillor Amirian requesting a discussion about possible revenue stream by supplying water/wastewater services to Plaistow NH and other communities	Planning & Dev.	9/6/11
74-W/11	Communication from Councillor Daly O'Brien requesting a discussion about lights at Kenoza Avenue and Webster Street	Public Safety	9/27/11
74-X/11	Communication from Co. Amirian requesting a discussion about proposed pig farm at Boxford Road	Planning & Dev.	9/27/11
97-C/11	Communication from Councillor Hall requesting a discussion about the odor from the Covanta plant in Ward Hill	Public Safety	10/18/11
97-Q/11	Communication from Councillor Amirian requesting a discussion regarding Santa Parade's 2012 route and the possible impact of construction	Planning & Dev.	11/29/11
4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
97-T/11	Communication from Councillor Scatamacchia requesting a discussion regarding parking on River Street	Pubic Safety	1/3/12
119/11	Ordinance regarding Parks and Recreation: Amend Ch.11, Article II, Sections 4 through 8 of the City Code	Administration & Finance	1/3/12
10	Petition from Marlene Stasinos, Stasinos Farms, requesting to hang banner promoting their Pumpkin Festival; hang over intersection of Rte. 125 and Salem St. in Bradford, Oct. 1- Oct. 13, 2012	A & F	1/10/12
12-E	Communication from Councillor Scatamacchia requesting to introduce Vincent Kissel to speak regarding safety issues at Kenoza Avenue and Newton Road	Planning & Dev	1/17/12
	Chapter 191, Peddling and Soliciting, Hawkers and Peddlers Licenses	A & F	1/24/12
12-O	Communication from Councillor LePage requesting a discussion regarding City financial obligations and deficit projections for current fiscal year & beyond	A & F	2/7/12
16-D	Order that the sum of \$34,623.00 be transferred from Capital Account – Rail Trail to new Capital Account – Backup Generator-Highway Building	A & F	2/7/12
26	Order to adopt recommendation of Water Supply Committee and adopt for implementation by the Water Department, subject to appropriation where necessary by the Mayor and City Council	Planning & Dev	2/14/12