



JAMES J. FIORENTINI  
MAYOR

**CITY OF HAVERHILL  
MASSACHUSETTS**

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
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August 22, 2012

City Council President John Michitson  
& Members of the City Council

**RE: Zoning Code Review Committee**

Dear Mr. President and City Council Members:

I am today appointing a Zoning Code Review Committee. The Committee will be chaired by City Solicitor William D. Cox, Jr. and include City Councilors Michael Hart and William Macek, Former City Solicitor Theodore Xenakis, Planning and Economic Development Director William Pillsbury, Building Inspector Richard Osborne, and Chief of Staff David Van Dam.

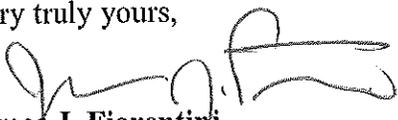
This advisory committee is charged with reviewing the text of Chapter 255 of the City Code and making recommendations to the Mayor and City Council for changes and improvements. This committee will not be reviewing the zoning map and the designation of parcels within the various districts.

As you may recall, after a multi-year review the City Council in 2007 approved an update of the entire City Code. The one exception at that time was Chapter 255 on Zoning. Given the complexity of undertaking such a review, it was felt at that time that zoning should be dealt with separately.

It is imperative that we review our zoning code at this time, not only to bring it in compliance with recent legal decisions, but to make it relevant to the City's goals, standards and requirements. I have also charged the committee with making the City's zoning code easier to work with, while at the same time providing the necessary safeguards to insure proper growth and development within our City.

I look forward to reviewing the recommendations of the committee.

Very truly yours,

  
**James J. Fiorentini**  
Mayor

JJF/lk

Cc: Committee members

JAMES J. FIORENTINI  
MAYOR



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August 21, 2012

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

**RE: Winter St. School**

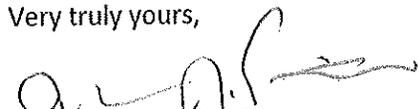
Mr. President and members of the City Council:

Before you is an order requesting City Council approval for a purchase and sale agreement with Planning Office for Urban Affairs, Inc./POUA Holdings LLC for the sale of the Winter Street School, 165 Winter Street. Previously, the City Council authorized me to negotiate this agreement based on Planning Office for Urban Affairs, Inc./POUA Holdings LLC's response to RFP#036.11.

The Planning Office for Urban Affairs, Inc./POUA Holdings LLC is proposing to rehabilitate the building and create 12 units of residential housing. The purchase price for the property is \$324,000. The closing will be 90 days after the buyer obtains all financing and approvals. If this takes more than 12 months, then the buyer will have an additional 3 month period to obtain financing and approvals by making a \$5,000 non-refundable deposit. Planning Office for Urban Affairs, Inc./POUA Holdings LLC has agreed to continue to reimburse the City for costs to insure the building up to \$9,000.

As you know, POUA successfully transformed the Hayes Building on Granite Street into a showcase development in our revitalized downtown. We have every reason to believe that their development of the Winter Street School will have the same positive effect on this property and the surrounding neighborhood. I ask for your support of this agreement.

Very truly yours,



James J. Fiorentini, Mayor

JJF/lk

Encl.

PURCHASE AND SALE CONTRACT

between

THE CITY OF HAVERHILL, MASSACHUSETTS

and

POUA HOLDINGS, LLC

165 WINTER STREET, HAVERHILL, MASSACHUSETTS

as of September \_\_\_, 2012

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Exhibit C	Form of Bill of Sale
Exhibit D	Form of FIRPTA Affidavit
Exhibit E	Seller Due Diligence Materials

## PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT (the "Contract") made as of this \_\_\_ day of August, 2012, by and between THE CITY OF HAVERHILL, a Massachusetts body politic, acting by and through its Mayor, having an address of 4 Summer Street, Haverhill, MA 01830 (hereinafter referred to as "Seller"), and POUA HOLDINGS, LLC, a Massachusetts limited liability company, having an address of 84 State Street, Suite 600, Boston, MA 02109 (hereinafter referred to as "Buyer").

### WITNESSETH:

WHEREAS, Seller owns the Property (as hereinafter defined).

WHEREAS, Seller desires to sell and Buyer desires to purchase the Property on the terms and subject to the conditions set forth herein.

NOW THEREFORE, for the consideration hereinafter named, and for other good and valuable consideration, receipt of which is acknowledged hereby, the parties do hereby agree as follows:

ARTICLE 1. Description of Property: Seller agrees to sell and Buyer agrees to buy upon the terms and conditions hereinafter set forth all of the following:

(i) Certain premises located at 165 Winter Street, Haverhill, Massachusetts, as more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all right, title and interest of Seller in and to any land lying in the bed of any street (opened or proposed) adjacent to or abutting or adjoining such premises, together with all rights, privileges, rights of way and easements appurtenant to such premises, including, without limitation, any easements, rights of way or other interests in, on, or under any land, highway, alley, street or right of way abutting or adjoining such premises (all of the foregoing, the "Real Property"), (ii) all buildings and other improvements located thereon (the "Improvements", and, together with the Real Property, the "Premises"), (iii) all items of personal property owned by Seller and located on the Premises and used in connection with the ownership or operation of the Premises, including, without limitation, all furniture, fixtures, equipment, machines, apparatus, appliances, supplies and personal property of every nature and description and all replacements thereof (collectively, the "Personal Property"), and (iv) all of Seller's right, title and interest, if any, in and to all intangible property used in connection with the operation or maintenance of the Premises, including, without limitation, all licenses, permits and warranties. All items referred to in clauses (i)-(iv) are herein sometimes collectively referred to as the "Property".

ARTICLE 2. Purchase Price and Payment: (a) The total purchase price (the "Purchase Price") for the Property is Three Hundred Twenty-Four Thousand and 00/100

Dollars (\$324,000). The Purchase Price, less the Deposit, shall be payable at the Closing (as hereinafter defined) in lawful currency of the United States of America in immediately available funds by wire transfer to an account designated by Seller.

(b) As security for Buyer's performance hereunder, on August 15, 2011, Buyer delivered to Seller a deposit of Five Thousand Dollars (\$5,000) (the "Deposit"). The Deposit shall be non-refundable to Buyer upon the expiration of the Due Diligence Period. If the transaction contemplated herein is consummated in accordance with the terms and conditions of this Agreement, the Deposit shall be a credit against the Purchase Price to be paid by Buyer.

ARTICLE 3. Conveyance of Title: (a) At Closing, Seller shall convey and transfer to Buyer fee simple marketable title to the Premises by good and sufficient quitclaim deed (the "Deed"), subject only to the Permitted Exceptions (as hereinafter defined). Notwithstanding anything contained herein to the contrary, the Premises shall be conveyed subject to the following matters, which shall be deemed to be "Permitted Exceptions:"

- (a) the lien of all real estate taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided;
- (b) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property; and
- (c) the standard preprinted form exceptions set forth in an ALTA Owner's Policy of Title Insurance (the "Title Policy"), issued by a nationally recognized title company (the "Title Company").

Buyer shall have until ten (10) business days prior to the end of the Due Diligence Period to notify Seller, in writing, of such objections to title as Buyer may have. Any title matter to which Buyer does not so object by such time shall be deemed a Permitted Exception. In the event Buyer shall so notify Seller of any objection(s) to title, Seller may elect, but shall have no obligation, to cure such objection(s), other than any defects, objections or exceptions which comprise mortgages or liens voluntarily created by Seller, and which can be satisfied by payment of a liquidated amount, which Seller agrees that it shall either pay, discharge or comply with at or before the Closing or make arrangement with the Title Company to insure (at normal rates) without such objection as an exception in Buyer's Title Policy. In the event there are any objections which Seller is not obligated to cure, then within five (5) business days after receipt of Buyer's notice of objection(s), Seller shall notify Buyer in writing whether Seller elects to attempt to cure such objection(s). Failure of Seller to give such notice shall be deemed an election by Seller not to cure such objection(s). If Seller elects to attempt to cure any such matter, Seller shall use reasonable efforts to cure such objections. If Seller elects not to cure any objection(s) specified in Buyer's notice which Seller is not required hereby to cure, or if

Seller is unable to effect a cure prior to the Closing, Buyer shall have the following options to be given by written notice within five (5) business days of Seller's notice or deemed election: (i) to accept a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Buyer which Seller is unwilling or unable to cure (which such matter(s) shall thereafter be deemed to be a Permitted Exception), without reduction of the Purchase Price, or (ii) to terminate this Contract by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Contract shall terminate and the Deposit shall be returned to Buyer, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder.

In addition, Seller shall remove any encumbrances or exceptions to title which are created by, through or under Seller arising after the date hereof. If, notwithstanding Seller's reasonable diligent efforts, the title objections which Seller has agreed to cure are not cured prior to Closing, Buyer will have the option as its sole and exclusive remedies to (i) terminate this Agreement and receive a refund of the Deposit, or (ii) proceed to close without any reduction in the Purchase Price. If Buyer elects the latter, any uncured title objections shall be deemed Permitted Exceptions, provided that Seller shall remain obligated to cure any mortgages or liens voluntarily created by Seller as set forth above, and if Seller fails to cure such liens, Buyer shall have the right to cure such liens and any amounts required to be expended to do so shall be credited against the Purchase Price.

ARTICLE 4. Closing: (a) The closing of the transactions contemplated hereunder (the "Closing") shall take place at 10:00 A.M. at the offices of the Seller's counsel on the date (the "Closing Date") that is 90 days after Buyer obtains all Financing and Approvals (as defined below), provided that if the Financing and Approvals have not been obtained within 12 months after the end of the Due Diligence Period, Buyer may extend the date for obtaining the Financing and Approvals for one (1) additional three (3) month term by making a non-refundable \$5,000 payment to Seller.

(b) At the Closing, Seller shall deliver the following documents in the forms attached hereto or otherwise, reasonably satisfactory in form and substance to Seller and Buyer and their counsel, properly executed and acknowledged as required:

- (i) A Deed in the form of Exhibit B;
- (ii) A Bill of Sale in the form of Exhibit C;
- (iii) A certification of non-foreign status in the form attached hereto as Exhibit D and incorporated herein by reference;
- (vi) Evidence satisfactory to the Title Company that all necessary approvals and/or consents by the Seller have been delivered and such other evidence satisfactory to the Title Company of Seller's authority and the authority of the signatory on behalf of Seller to convey the Premises pursuant to this Contract;

- (v) Affidavits sufficient for the Title Company to delete any exceptions for parties in possession and mechanics' or materialmen's liens from the Title Policy;
- (vi) An original of a closing statement setting forth the Purchase Price, the closing adjustments and prorations and the application thereof at the Closing (the "Closing Statement").

(c) At the Closing, Buyer shall deliver, or cause to be delivered, the following payment and documents, reasonably satisfactory in form and substance to Seller and Seller's counsel properly executed and acknowledged as required:

- (i) The Deposit and the balance of the Purchase Price, as adjusted; and
- (ii) An original of the Closing Statement.

ARTICLE 5. Approvals and Conditions to Buyer's Obligations:

(a) The Buyer proposes to redevelop the Premises into 12 units of residential rental housing with amenities and common space (the "Proposed Development"). In connection with the Proposed Development, Seller acknowledges the Buyer intends to conduct an investigation of the Property, to determine, in its sole discretion, that the Property is suitable for the intended use including, without limitation, evaluating the physical and structural condition of, and economic prospects for, the Property; examining title to the Property; conducting an historic review and environmental and hazardous waste site assessment; and conducting other such analyses, tests and engineering studies as may be deemed necessary or desirable to determine the acceptability of the Property; and such other matters as the Buyer shall determine in its sole discretion. Within ten (10) business days of the date of this Contract, the Seller shall deliver to Buyer those materials listed on Exhibit E (the "Seller Due Diligence Materials") that are readily available to Seller. The Seller shall deliver the balance of the Seller Due Diligence Materials to Buyer within ten (10) business days thereafter or provide Buyer with a list of those Seller Due Diligence Materials that cannot be provided to Buyer.

Notwithstanding anything to the contrary contained in this Agreement, Seller acknowledges the Buyer shall have the right in its sole and absolute discretion, upon its disapproval of any of the information it receives during the Due Diligence Period (as defined below), to terminate this Agreement by written notice to Seller (the "Termination Notice") for any reason, delivered to Seller at any time within ninety (90) days from the date of this Agreement (the period through and including such date, the "Due Diligence Period"). If Buyer delivers the Termination Notice prior to the expiration of the Due Diligence Period, the provisions of this Agreement shall be deemed terminated and the Deposit shall be returned to Buyer forthwith and this Agreement shall become null and void and of no further force and effect. In such case, upon the return of the Deposit by Seller to Buyer, all obligations of the parties hereto under this Agreement shall be

terminated and the parties shall be without further recourse or remedy hereunder. If Buyer does not terminate this Agreement pursuant to the terms of this paragraph prior to expiration of the Due Diligence Period, Buyer's termination option hereunder shall be null and void and of no further force or effect.

(b) Seller shall make the Property available at reasonable times to Buyer and its agents, consultants and engineers for such inspections and tests as Buyer deems appropriate, including for Buyer's engineering inspection(s), hazardous materials inspections, site evaluations, and such other inspections and tests as Buyer deems appropriate. Buyer shall be responsible for the costs of any and all repairs and restoration of any damage to the Premises caused by any due diligence testing. Buyer hereby agrees to indemnify, defend, protect and hold Seller harmless from and against any and all loss, cost or damage to the Property arising out of actions taken by Buyer or its agents, engineers or consultants, which indemnity shall survive the Closing or earlier termination of this Contract. Buyer shall provide Seller with evidence of \$1,000,000 liability insurance naming Seller as an additional insured prior to entering the Premises. Seller shall be entitled to have a representative present during any visits or tests.

(c) The execution of Contract in form and substance satisfactory to both the Buyer and Seller, and subject to the approval of the Board of Trustees of the Planning Office for Urban Affairs, Inc. and the Haverhill City Council.

(e) Buyer intends to take some or all of the following actions in order to obtain the necessary financing and approvals for the Proposed Development (i) to obtain all final permits, approvals and third party actions necessary for Buyer's intended use to develop the Proposed Development including, without limitation, variances, special permits, and/or other approvals required under applicable zoning ordinances, subdivision, historic, environmental and other like permits and approvals which may be required, with all appeal periods from any such permit or approval having expired with no appeal taken (or if such an appeal has been taken, the appeal having been finally adjudicated or dismissed to Purchaser's satisfaction), (ii) to make arrangements for parking on a long-term basis in a manner acceptable to Buyer and its financing lenders and equity partners, and (iii) to obtain binding commitments for all financing for the acquisition and development of the Premises for its intended use (collectively, (i) - (iii) are the "Financing and Approvals"). Seller agrees to execute those instruments reasonably required by Buyer in connection with the above and otherwise to cooperate with Buyer in its permitting efforts, provided, however, Seller shall have no financial responsibility whatsoever with respect to any such proceedings.

ARTICLE 6. Conditions to Closing: Without limiting any other conditions to Buyer's obligations to close set forth in this Contract, the obligations of Buyer under this Contract are subject to the satisfaction at the time of Closing of each of the following conditions (any of which may be waived in whole or in part by Buyer at or prior to Closing):

- (i) All of the representations by Seller set forth in this Contract or any Exhibit attached hereto shall be true and correct in all material respects; and
- (ii) Seller shall have performed, observed, and complied in all material respects with all covenants and agreements required by this Contract to be performed by Seller at or prior to Closing.

If any condition set forth herein is not fully satisfied on or before the Closing Date, Seller may elect to attempt to satisfy any such unsatisfied condition, and if Seller so elects, Seller shall have until the date occurring thirty days after the Closing Date, in which to satisfy such condition, and the Closing Date shall be extended for such period. In the event Seller does not satisfy such unsatisfied condition, then, at Buyer's option, this Agreement shall be terminated and Seller shall remit to the Buyer the Deposit previously paid to Seller, and the obligations of the parties shall cease and the parties shall be without further recourse or remedy hereunder. Otherwise, Buyer may elect to waive such conditions and close.

ARTICLE 7. Default: (a) In the event Seller fails to fulfill any of its obligations hereunder and such failure continues for thirty (30) days after written notice from Buyer to Seller ("Seller Default"), Buyer shall have any one of the following rights and remedies:

- (i) Buyer shall have the right to terminate this Contract by notice to Seller, in which event the Deposit shall be paid to Buyer, and all obligations of the parties under this Contract shall terminate; or
- (ii) Buyer shall have the right to waive the breach or default and proceed to Closing in accordance with the provisions of this Contract without reduction of the Purchase Price; or
- (iii) Buyer may seek specific performance for Seller's failure to execute and deliver the documents necessary to convey the Property to Buyer.

(b) IN THE EVENT THE SALE OF THE PROPERTY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS CONTRACT ON THE PART OF THE BUYER, BUYER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO DETERMINE THE AMOUNT AND EXTENT OF DETRIMENT TO SELLER. BUYER AND SELLER THEREFORE AGREE THAT, IF BUYER DEFAULTS HEREUNDER BUYER'S DEPOSIT (AND ALL ACCRUED INTEREST THEREON) IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES AND THAT SELLER SHALL BE ENTITLED TO SAID SUM AS LIQUIDATED DAMAGES, WHICH SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY, EITHER AT LAW OR IN EQUITY, AS A RESULT OF

SUCH DEFAULT. IN SUCH EVENT, THE ESCROW AGENT SHALL UPON WRITTEN DEMAND BY SELLER WITHOUT JOINDER OF BUYER, IMMEDIATELY DELIVER THE DEPOSIT (AND ALL ACCRUED INTEREST THEREON) TO SELLER. TO SIGNIFY THEIR AWARENESS AND AGREEMENT TO BE BOUND BY THE TERMS AND PROVISIONS OF THIS SECTION, BUYER AND SELLER HAVE SEPARATELY INITIALED THIS SECTION. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 8(b) SHALL LIMIT ANY RECOVERY BY SELLER UNDER ANY INDENTITIES MADE BY BUYER HEREIN OR SELLER'S RIGHTS TO ANY ATTORNEYS' FEES OR COSTS RECOVERABLE BY SELLER HEREUNDER.

ARTICLE 8. Entire Agreement Herein: The parties understand and agree that their entire agreement is contained herein and that no warranties, guarantees, statements, or representations shall be valid or binding on a party unless set forth in this Contract. It is further understood and agreed that all prior understandings and agreements heretofore had between the parties, including, that certain offer letter dated October 12, 2011, are merged in this Contract which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Contract. This Contract may be changed, modified, altered or terminated only by a written agreement signed by the parties hereto.

ARTICLE 9. Damage or Destruction; Condemnation: (a) Except as otherwise expressly provided in this Article 9, the risk of loss, damage or destruction to the Property by fire or other casualty or the taking of all or part of the Property by condemnation or eminent domain or by an agreement in lieu thereof until the Closing is assumed by Seller. Upon Closing, Buyer shall assume the risk of loss, damage or destruction to the Property by fire or other casualty or the taking of all or part of the Premises by condemnation or eminent domain or by an agreement in lieu thereof.

(b) In the event of partial damage or destruction of the Property of a type which can, under the circumstances, be expected in the reasonable judgment of Seller and Buyer to be restored or repaired at a cost of \$25,000 or less, then, this Contract shall be consummated on the Closing Date at the Purchase Price, and unless such damage has been repaired by Seller prior to Closing, Seller shall assign to Buyer the physical damage proceeds of any insurance policies payable to Seller, less any amounts expended by Seller for partial restoration and with a credit to Buyer for the amount of any deductible.

(c) In the event that the Property shall have been damaged by fire or casualty, the cost of repair or restoration of which would, in the reasonable judgment of Seller and Buyer, exceed the sum of \$25,000, then unless Seller has previously repaired or restored the Property to its former condition, at Buyer's election, Seller shall either (a) pay over or assign to Buyer, on delivery of the Deed all physical damage proceeds of any insurance policies payable to Seller, less any amounts reasonably expended by Seller for partial restoration, with a credit to Buyer for the amount of any deductible, or (b) direct Escrow Agent to return the Deposit to Buyer in which case all other obligations of the parties

hereto shall cease and this Contract shall terminate and be without further recourse or remedy to the parties hereto.

(d) If all or part of the Property is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or part of the Property is threatened or commenced, Buyer may either terminate this Contract (in which event Buyer shall be entitled to a return of the Deposit and accrued interest thereon, if any, and all other obligations of the parties hereto shall cease and this Contract shall terminate and be without further recourse or remedy to the parties hereto) or close title to the Property in accordance with the terms hereof, without reduction in the Purchase Price, together with an assignment of Seller's rights to any award paid or payable by or on behalf of the condemning authority. If Seller has received payments from the condemning authority and if Buyer elects to close title to the Property, Seller shall credit the amount of said payment against the Purchase Price at the Closing.

ARTICLE 10. Representations and Warranties of Seller: (a) In order to induce Buyer to enter into this Contract and to consummate the purchase of the Property, Seller hereby represents and warrants to Buyer as of the date of this Contract and as of the Closing Date (updated to reflect the then state of facts) as follows:

- (i) Seller is a \_\_\_\_\_. This Contract and all documents that are to be executed by Seller and delivered to Buyer at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Seller, and all consents required by law have been or will have been obtained.
- (ii) To Seller's actual knowledge, Seller has not received any written notice from governmental authorities advising Seller of, the presence, now or in the past, on, under or affecting the Property of asbestos or hazardous material, waste or substances in violation of applicable law, which remains uncured. As used in this Contract, hazardous material, waste or substances means material, waste or substances which pose a serious hazard to human health and the use, generation, processing, storage, release, discharge and presence thereof is regulated by the Commonwealth of Massachusetts or the United States of America.
- (vi) To the Seller's actual knowledge, there is not now pending nor has there been threatened, any action, suit or proceeding against or affecting Seller or the Property before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, wherein an unfavorable ruling, decision or finding, upon consummation of the sale contemplated hereby to Buyer or otherwise, may reasonably be expected to have a material adverse effect on the business or

prospects of or on the condition or operations of the Property, or would interfere with Seller's ability to consummate the transactions by this Contract.

- (vii) Seller is not a "foreign person" as defined by the Internal Revenue Code ("IRC"), Section 1445. Seller will execute and deliver to Buyer at Closing an affidavit or certification in compliance with IRC Section 1445.

(b) Any representations and warranties made to the actual knowledge of Seller, such knowledge shall be deemed to be the current, conscious knowledge of \_\_\_\_\_, without imputation of knowledge or duty of investigation or inquiry. In addition, Seller shall not be liable to Buyer for any representation or warranty which is untrue at the time of Closing and with respect to which Buyer had knowledge thereof at that time. Furthermore, any claim for a breach of representation and warranty by Seller must be commenced within six (6) months after Closing or shall be forever barred and waived.

ARTICLE 11. Operations: (a) Between the date hereof and the Closing, Seller agrees hereby that it will maintain the Property in its customary manner. Until the Closing Date, Seller shall maintain insurance on the Premises as currently insured.

(b) Seller shall not remove any material item of the Personal Property from the Property unless the same is obsolete and is replaced by tangible personal property of equal or greater utility and value.

(c) Seller shall not without the prior written consent of Buyer, which consent shall not be unreasonably withheld, enter into any contract which could bind Buyer or the Property after the Closing unless the same may be canceled on thirty (30) days notice. Failure of Buyer to respond within three (3) business days of written request from Seller for consent shall be deemed consent by Buyer.

(d) Seller, upon receipt of notice thereof, will give Buyer prompt notice of the commencement prior to Closing of any litigation affecting the Property or any part thereof which would impair Seller's right to sell the Property or be binding upon Buyer.

ARTICLE 12. Apportionment of Taxes and Other Charges: (a) All normal and customarily proratable items, including without limitation, personal property taxes, and utility bills (except as hereinafter provided), shall be prorated as of the Closing Date, with the Seller being charged and credited for all of the same relating to the period up to the Closing Date and Buyer being charged and credited for all of the same relating to the period on and after the Closing Date. Real estate taxes and assessments shall be prorated based upon customary practices in the Commonwealth of Massachusetts. Final readings and final billings for utilities will be made if possible as of the Closing Date, in which event no proration shall be made at the Closing with respect to utility bills. Otherwise, a

proration shall be made based upon the parties' reasonable good faith estimate and a readjustment made within thirty (30) days after Closing. No proration will be made in relation to insurance premiums and the insurance policies will not be assigned to Buyer. The provisions of this Article 13 shall survive the Closing for a period of ninety (90) days at which time there will be a one time readjustment, if necessary.

(b) A detailed statement shall be prepared at the Closing setting forth the manner of computation of the aforesaid pro-ratio adjustments.

ARTICLE 13. Broker: Each party represents hereby to the other that neither party has dealt with any broker, consultant, finder or like agent with respect to the transactions contemplated by this Agreement, and that no other person or firm brought about the sale or is entitled to compensation in respect to it and no brokers have been involved in the sale. Any party breaching this warranty shall indemnify and hold harmless the nonbreaching party from any claims, losses, liabilities, damages or expenses including reasonable attorneys' fees arising out of any claim by other brokers, consultants, finders or like agents which are based upon alleged dealings with said party.. The provisions of this Article 13 shall survive Closing and the delivery of the Deed hereunder.

ARTICLE 14. Recording: It is agreed hereby that this Contract shall not be filed for recording with any other governmental body.

ARTICLE 15. Notices. Any notice, consent or approval required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day deliver, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

To Seller: Mayor of Haverhill  
4 Summer Street  
Haverhill, MA 01830

With a copy to: City of Haverhill  
City Solicitor  
4 Summer Street  
Haverhill, MA 01830

To Buyer: Planning Office for Urban Affairs, Inc.  
84 State Street, Suite 600  
Boston, MA 02109  
Attention: Lisa Alberghini

With a copy to:            Planning Office for Urban Affairs, Inc.  
84 State Street, Suite 600  
Boston, MA 02109  
Attention: William Grogan  
General Counsel

or such other address as either party may from time to time specify in writing to the other.

ARTICLE 16. Captions: The captions in this Contract are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Contract or any part hereof.

ARTICLE 17. Successors and Assigns: (a) This Contract shall be binding upon the parties hereto and their respective successors and assigns.

(b) Subject to Buyer's right to designate an affiliate or a nominee to take title to the Premises, Buyer may not assign this Contract nor any of the rights or benefits thereof, including, without limitation, the benefit of the representations and warranties contained in Article 10 hereof, to any third party without the written consent of Seller which may be given or withheld in Seller's sole discretion, and any such unauthorized attempted assignment shall be null and void.

ARTICLE 18. Closing Costs: Except as hereinafter specifically provided, Seller and Buyer shall allocate all closing costs between them in accordance with standard practice in The Commonwealth of Massachusetts. Each of Seller and Buyer shall be responsible for preparing such documents as it is obligated to deliver pursuant to this Contract hereof and for its own legal expenses. Seller and Buyer agree to allocate closing costs as follows:

- (a) Buyer's Title Policy expenses and premiums shall be paid by Buyer.
- (b) Survey expenses shall be paid by Buyer.
- (c) The cost of preparation and recordation of any releases and termination statements required to clear title to the Property shall be paid by Seller.
- (d) The cost of recordation of the Deed shall be paid by Buyer.

ARTICLE 19. Governing Law: The laws of The Commonwealth of Massachusetts shall govern the validity, construction, enforcement and interpretation of this Contract.

ARTICLE 20. Multiple Counterparts: This Contract may be executed in any number of identical counterparts. If so executed, each of such counterparts shall constitute this Contract. In proving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

ARTICLE 21. Representations and Warranties of Buyer: Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

(a) This Contract and all documents executed by Buyer that are to be delivered to Seller at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Buyer. This Contract and such documents are, or at the Closing will be, legal, valid, and binding obligations of Buyer, and do not, and, at the time of Closing will not, violate any provisions of any applicable law, ordinance, statute, rule, regulation, agreement or judicial order to which Buyer is a party or to which it is subject.

(b) There are no proceedings pending or, to Buyer's knowledge, threatened against it in any court or before any governmental authority or any tribunal which, if adversely determined, would have a material adverse effect on its ability to purchase the Property or to carry out its obligations under this Contract.

(c) Buyer shall indemnify and defend Seller against and hold Seller harmless from any and all losses, costs, damages, liabilities and expenses (including, without limitation, reasonable counsel fees) arising out of any breach by Buyer of its representations and warranties hereunder.

ARTICLE 22. Post-Closing Obligations: After the Closing, Seller and Buyer shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties were originally obligated to deliver by the terms of this Contract, such cooperation shall be without additional cost or liability. The provisions of this Article 23 shall survive the Closing

**ARTICLE 23. WAIVER OF JURY TRIAL: EACH OF SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OR BOTH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.**

ARTICLE 24. TIME OF THE ESSENCE. Time is of the essence of this Contract. As used in this Contract, the term "business day" shall mean any day other than a Saturday, Sunday or recognized federal holiday or a recognized state holiday of the Commonwealth of Massachusetts. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

ARTICLE 25. INSURANCE. Buyer shall reimburse Seller for Seller's annual cost to provide property and liability insurance for the Premises, such insurance coverage to be acceptable to Buyer and Seller, provided, however, that Buyer shall not be obligated to reimburse Seller more than \$9,000 for such insurance coverage. Buyer and Seller shall execute all reasonably required documents in order to effectuate the foregoing. ARTICLE 26. TAX CREDIT REPRESENTATIONS. Seller is not a related party, as described in Section 42 (d) (2) (D) (iii) of the Internal Revenue Code of 1986, as amended, to Buyer, and the Property has been owned by the Seller for 10 years or more.

ARTICLE 27. LEASE OF PARKING SPACES. Simultaneously with the Closing, Seller hereby agrees to enter into a lease with Buyer (the "Parking Space Lease"), upon the following terms and conditions, up to twelve (12) at grade parking spaces at the property on Locke Street in Haverhill, Massachusetts commonly known as the "Locke Street Parking Lot" and the right to use associated driveways and walkways: a) the Parking Space Lease shall have a term of up to 45 years; and b) the Buyer shall pay rent to Seller in the initial amount of \$25 per space per month.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as an instrument under seal as of the day and date first written above.

SELLER:

CITY OF HAVERHILL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

BUYER:

POUA HOLDINGS LLC

By: Planning Office for Urban Affairs, Inc.

By: \_\_\_\_\_  
Name: Lisa B. Alberghini  
Title: President  
Hereunto duly authorized

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

EXHIBIT B

FORM OF DEED

EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF HAVERHILL, a Massachusetts body politic, acting by and through its Mayor (“Seller”), for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, grant, transfer, assign, and convey to POUA HOLDINGS, LLC, a Massachusetts limited liability company (“Buyer”), its successors and assigns, for its and their own use and benefit, forever, any and all personal property owned by Seller and now at, in or upon or used in connection with the premises known as 165 Winter Street in Haverhill, Massachusetts, and more particularly described in Exhibit A attached hereto (the “Premises”). Said personal property to include the following:

All items of personal property owned by Seller and located on the Premises or used in connection with the ownership or operation of the Premises, including, without limitation, all furniture, fixtures, equipment, machines, apparatus, appliances, supplies and personal property of every nature and description and all replacements thereof.

Seller makes no warranty, express or implied, as to the condition of the personal property or its merchantability or fitness for any particular purpose. By its acceptance of this Bill of Sale, Buyer acknowledges that it has fully inspected the personal property and Buyer accepts the same in its present use and “as is, where is condition”.

[Signature on next page.]

In Witness Whereof, Seller has executed this bill of sale, under seal, as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Witness:

SELLER:

CITY OF HAVERHILL

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

Name: \_\_\_\_\_

Title: Mayor

\_\_\_\_\_

EXHIBIT A

EXHIBIT D

**CERTIFICATION OF NON-FOREIGN STATUS**  
**ENTITY TRANSFEROR**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE CITY OF HAVERHILL ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is \_\_\_\_\_; and
4. Transferor's office address is 4 Summer Street, Haverhill, MA 01830.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification, and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: \_\_\_\_\_

CITY OF HAVERHILL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

## EXHIBIT E

### SELLER DUE DILIGENCE MATERIALS

1. Any current or past (within prior 24 months) notices of violations from any governmental agency.
2. Any claims from abutters, or others received within the last 5 years relating to the Seller's use of the Property, right to sell the Property, or any other similar matters.
3. Any environmental reports, soil tests, or similar reports prepared within the past 5 years.
4. A copy of the deed to Seller, and any other materials in Seller's possession related to title to the Property (including title reports, easements, title insurance policies or commitments).
5. Any surveys, plans, plats, site plans, or similar plans.
6. Copies of all current leases, license agreements, or any other agreements relating to any person's right to possession of the Property or any portion thereof.
7. Any document creating any restriction on future use of the Property.
8. Any management and service contracts, any and all agreements with vendors for services to the Property.
9. A list of all personal property included in or excluded from the sale.



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

**That the Mayor is hereby authorized to execute a Purchase and Sales Agreement with POUA Holdings LLC for the sale of real property, including the building thereon, located at 165 Winter Street, formerly known as the Winter Street School, located on Assessors' Map 303, Bock 66, Lot 1, containing approximately 0.320 acres, a copy of which is attached hereto and incorporated herein. The Mayor is also authorized to execute a deed to POUA Holdings LLC, or their assigns, pursuant to the terms of the Purchase and Sales Agreement, and any other documents necessary to effectuate the sale of said real property.**

**CITY OF HAVERHILL  
MASSACHUSETTS  
CITY SOLICITOR'S OFFICE**

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

**WILLIAM D. COX, JR.  
CITY SOLICITOR**

August 29, 2012

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

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

**RE:** Order - Sale of 165 Winter Street

After a further review of the proposed Purchase and Sale Agreement, the following language was added to Article 6:

“(iii) Buyer shall apply for and receive a comprehensive permit issued by the Board of Appeals for the redevelopment of the premises.”

Representatives of POUA and myself will be present at the meeting for any further questions or concerns. Thank you.

**cc:** James J. Fiorentini, Mayor

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

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

August 23, 2012

City Council President John Michitson  
& Members of the City Council

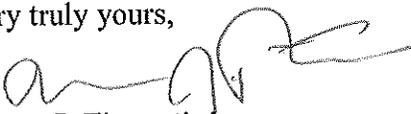
**RE: Re-appointments to the Rocks Village Historic District Commission**

Dear Council President & Members of the City Council:

I hereby re-appoint Dr. Ray Arsenault of 22 Wharf Lane, and Michael Forehand of 28 River Road, and David Marchand of 29 East Main St. to the Rocks Village Historic District Commission as members.

These are confirming appointments and I recommend your approval. These appointments take effect upon confirmation and expire September 4, 2015.

Very truly yours,



**James J. Fiorentini**  
Mayor

JJF/lk

cc: Dr. Ray Arsenault  
Michael Forehand  
David Marchand  
William Pillsbury, Director of Economic Development, City of Haverhill

## CURRICULUM VITAE

Raymond Edward Arsenault, Ph.D.  
22 Wharf Lane  
Haverhill MA 01830

Office: (978) 985-4083  
Fax: (978) 372-7563

### EDUCATION

1979	University of Michigan Ph.D. in Clinical Psychology
1976	University of Michigan M.A. in Clinical Psychology
1972	University of Massachusetts at Boston B.A. in Psychology

### Professional affiliations

Licensed Psychologist #2842 in Massachusetts  
December 1981

Licensed Psychologist #269 in New Hampshire  
June 1982

Massachusetts Psychological Association

### EXPERIENCE

February 2011 - Present Co director of Cornerstone Counseling Center, North Andover MA. Full range of psychological and EAP services.

May 1995 - Feb 2011 Founder and co-director of DBA - Cornerstone Counseling Center, Andover, MA. Full range of psychological and EAP services.

- 1983 - June 2005  
Founder and Director of Cornerstone Counseling Center, Salem, NH. Full range of Psychological services provided to individuals, couples and families, consultation to community agencies. Supervise Master's level clinicians.
- 1982 - 1983  
Chief psychologist; Center For Life Management, Salem, NH. Full range of Psychological services Supervised Psychology intern. Supervised Masters and BA level clinicians.
- 1980 - 1981  
Staff Psychologist, Inpatient Psychiatry, Wyandotte General Hospital, Wyandotte, Michigan. Group, individual, family and marital psychotherapy.
- 1980 - 1981  
East Pointe Mental Health Center, P.C., Wyandotte, Michigan. Individual, group, family and marital psychotherapy.
- 1970 - 1980  
Chief Psychologist, Northville Regional Psychiatric Hospital, Northville, Michigan. Director of Staff Education. Area supervisor, included supervising programs of Ph.D. and M.A., psychologists. Supervised clinical psychology interns. Individual and group psychotherapy, family counseling, psychological testing. Employee Advisory Committee. Hospital Education Committee.
- 1979  
Consultant, Ypsilanti Area Community Services, Ypsilanti Michigan. Designed, coordinated and supervised group therapy program. Supervised clinical psychology intern.
- Lecturer, University of Michigan  
Ann Arbor, Michigan. The Deviant Individual; Designed course, prepared and delivered lectures, supervised teaching assistant.
- 1977 - 1978  
Research Assistant, University of Michigan, Department of Psychiatry, Ann Arbor Michigan. therapist for two 30-session psychotherapy research groups. Additional duties included interviewing prospective group members, and completing an array of pre- and post-therapy evaluations.

- 1977 - 1978 Teaching Assistant, University of Michigan, Ann Arbor, Michigan. Psychology 771-772; Supervised diagnostic testing of graduate students in Clinical Psychology.
- 1976 - 1977 Teaching Assistant, University of Michigan, Ann Arbor, Michigan. Psychology 475; Led discussion groups, prepared exams, grading.
- 1975 - 1977 Psychology Intern, University of Michigan, Neuropsychiatric Institute, outpatient Department, Ann Arbor, Michigan. Intakes; long, short, and intermediate term psychotherapy, group psychotherapy, psychological testing, Chief Intern. Student representative on Field placement Committee.
- 1973 - 1975 Psychology Intern, University of Michigan Neuropsychiatric Institute Inpatient Department, Ann Arbor, Michigan. inpatient Work; Intakes, primary therapist ward management family psychotherapy marital counseling and psychological testing, outpatient Work; Long-term psychotherapy, Crisis intervention, group psychotherapy.
- 1972 - 1973 Psychology Trainee Ann Arbor Veterans Administration Hospital, Ann Arbor Michigan. vocational counseling, group psychotherapy psychological testing,

RESEARCH EXPERIENCE

- Master's Thesis "The Patient at Admission and Discharge: Differences in Perception of Ward Atmosphere".
- Candidacy Paper "Some Implications of the Split Brain and Cerebral Dominance Data for Models of Personality"
- Dissertation "The Role and Impact of the Leader in Group Psychotherapy".

REFERENCES Available upon request.

**Michael Forehand**  
28 River Road  
Haverhill, MA 01830  
mwforehand@gmail.com

I am an IT support specialist with 14 years of experience in server administration, desktop support and application support. I have strong experience on Windows, HP-UX, AIX, Solaris and Red Hat Linux platforms.

**Raytheon IDS                      Tewksbury, MA                      8/2012 – present**

- Linux and Unix system administration
- DOD secret security clearance

**MIT Lincoln Labs                      Lexington, MA                      12/2008 – 7/2012**

**System Administrator (contract)**

- Configure Windows, Red Hat Linux and SGI Irix operating systems to meet requirements for DIACAP security accreditation.
- Develop Kick Start scripts and install Red Hat Linux operating systems for work stations, servers and blade centers.
- Blade Center Diskless boot setups
- Develop and implement system backup and recovery plans.
- Create documentation for system configuration, backup operation and recovery procedures.
- Fedora Directory Server LDAP implementation and scripted user account migration
- CFEngine version 2 configuration management
- Red Hat clustered iscsi SAN configuration
- DOD secret security clearance

**Genband                      Billerica, MA                      5/2007 – 11/2008**

**System Administrator (contract)**

**-Server Administration**

- Windows, Linux and UNIX server administration.
  - Red Hat, Fedora, Solaris, Server2003
  - Red Hat Cluster and Global File System administration
  - IBM Blade Center H series, IBM DS4700 Storage array, IBM Storage Manager SAN Management
  - Active Directory, Exchange, Microsoft Services for UNIX, FlexLM, NFS, NIS, Samba
  - Backup administration, NetBackup
  - Application support for hardware simulators, Cadence NC Verilog, Lattice Semiconductor ispLever
- Desktop Support**
- Hardware and software support for desktops and laptops
  - Phone support for field sales and remote offices
  - Windows XP, Ghost, SMS, Office 2003, Office 2007, SSL and IPSEC VPN, Wireless, LAN, Blackberry, RDP,

VNC

- Desktop backup management using Symantec DLO

**RSA Security                      Bedford, MA                      11/2006-3/2007**

**Desktop Support (contract)**

- AD and Exchange account creation
- Client domain and email account migration
- Hardware support for desktops and laptops
- Software support, Windows XP, Office 2007, Oracle client, Cisco VPN, RSA Sign On Manager

**Mathworks                      Natick, MA                      11/2005-6/2007**

**System Administrator (contract)**

- Perl and shell scripting for Windows and Linux System administration
- Automation for Windows Operating system and application deployment

**RSA Security Bedford, MA**

**9/2000 – 6/2005**

**UNIX system administrator**

**5/2003 – 6/2005**

- Unix and Linux support for RSA's Engineering group
- Installation, configuration and troubleshooting for Solaris, HP-UX, AIX, RedHat and Suse operating systems and hardware
- Software and patch installation and support for all Unix/Linux platforms
- Support for Netapp F740 CIFS/NFS filer, directory structure and client/user access permissions.
- Backup management, Legato, Netbackup and UFS dump
- NIS user account management
- ACE server administration for user account creation and administration
- Shell scripting, EMC Navisphere, NFS, NIS, SAMBA

**Senior Desktop Support**

**9/2000 – 5/2003**

- Windows XP, 2000 and NT installation, configuration, troubleshooting
- Managed Connected Network Backup Server for desktop backups
- ACE server administration for user account creation and administration
- Office 2000, Office XP, Office 2003, Symantec Ghost, Symantec antivirus, Seibel Client, SAP Client, Outlook, Exchange, Active Directory, Wininstall

**Teksystems Natick, MA**

**1998 – 2000**

**IT Support (contract)**

- Hardware and software trouble shooting for PCs, laptops, printers, and peripherals
- Windows 95/98, Windows NT, Windows 3.1, DOS, Office 97, Office 2000, Outlook, Netscape, RAS, VPN, Antivirus, Netware
- Operating system upgrade rollouts for Windows 95 and 98

**Education, Certifications**

- AS**, Management Information Systems, Northeastern University, Boston MA
- Professional Certificate in UNIX**, University of Massachusetts, Lowell, Ma
- ISC<sup>2</sup> **CISSP** certification
- Comptia **Linux +** certification
- Microsoft **MCSE** Certification, Windows NT 4.0
- Microsoft **MCP** Certification, Windows 2000 Professional and Server
- Comptia **A+** Certification



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

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

August 21, 2012

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

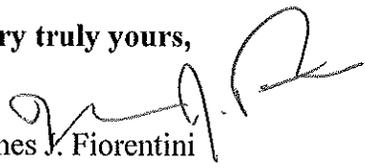
**RE: Auxiliary Police appointment**

Dear Mr. President and City Council Members:

I hereby appoint the following person as an Auxiliary Police Officer. I certify that in my opinion this individual is the appropriate person to serve the City in this capacity based on his unique qualification in the area of education, training, and experience. I make this appointment solely in the interest of the City of Haverhill. This appointment is effective immediately:

Andrew Whittier  
9 Quimby St.  
Haverhill, MA 01830

Very truly yours,

  
James J. Fiorentini  
Mayor

JJF/lk

Encl.



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

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

Alan R. DeNaro  
Chief of Police

August 15, 2012

Mayor James J. Fiorentini  
Office of the Mayor  
4 Summer Street – Room 102  
Haverhill, MA 01830

Dear Mayor Fiorentini:

I have reviewed the following applicants for the position of Auxiliary Police Officer and have found them to be suitable for appointment. I would like to make these appointments as soon as possible.

Andrew Whittier  
9 Quimby Street  
Haverhill, MA 01830  
Cell # 978-914-3784

Should you have any questions please feel free to contact me.

Sincerely,

Alan R. DeNaro  
Chief of Police

5.2.2

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

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

August 22, 2012

City Council President John Michitson  
& Members of the City Council

**RE: C. D. Hunking Middle School Building Committee**

Dear Council President & Members of the City Council:

I hereby appoint City Councilor Robert Scatamacchia, to the C. D. Hunking Middle School Building Committee:

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

Very truly yours,

  
**James J. Fiorentini**  
Mayor

JJF/lk

Cc: William Pillsbury  
Robert Scatamacchia



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

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

August 21, 2012

City Council President John Michitson  
& Members of the City Council

**RE: Constables 2013**

Dear Mr. President and City Council Members:

Please be advised that I hereby re-appoint the following individuals as constables for the City of Haverhill:

RONALD E. BERTHEIM  
16 LENOX AVENUE  
METHUEN, MA 01844

STEVEN RING  
90 LINWOOD STREET  
HAVERHILL, MA 01830

DAVID E. HALL  
73 EAST BROADWAY  
HAVERHILL MA 01830

THOMAS E. DAGGETT  
13 MADISON ST.  
HAVERHILL, MA 01830

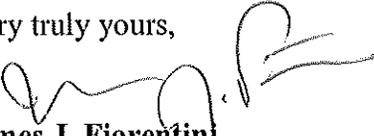
GERALD A. SEWELL  
264 BROADWAY  
HAVERHILL, MA 01832

JOSEPH M. GAURON  
18 PINE ST.  
HAVERHILL, MA 01830

WALTER F. SORENSON, JR.  
11 ROCKY WOODS ROAD  
GROVELAND, MA 01834

I certify that in my opinion the above individuals are the appropriate people to serve the City in this capacity based on his unique qualifications in the areas of education, training, and experience. I make this appointment solely in the interest of the City of Haverhill. This appointment is effective immediately and expires on September 4, 2013.

Very truly yours,

  
James J. Fiorentini  
Mayor

JJF/lk

# TJS

Thomas J. Sullivan  
Attorney at Law

5.3.1

tel: 978-521-2211  
fax: 978-521-2265  
e-mail: tom@tsullivanlaw.com

August 7, 2012

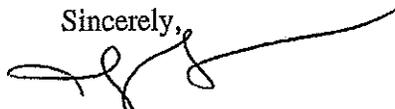
Honorable James J. Fiorentini  
City of Haverhill  
4 Summer Street  
Haverhill, MA 01830

Dear Mayor Fiorentini:

Please accept this letter as my formal resignation as a Commissioner of the Haverhill License Commission, effective August 7, 2012.

Thank you for the opportunity to serve the community as a License Commissioner. I look forward to my new position as a City Councilor and to working with you in this capacity.

Sincerely,



Thomas J. Sullivan, Esq.



the  
**Buttonwoods Museum**  
HAVERHILL *Historical* SOCIETY



240 Water Street, Haverhill, MA 01830-6433 • T: 978-374-4626 • F: 978-521-9176 • [www.haverhillhistory.org](http://www.haverhillhistory.org)

Margaret Toomey, City Clerk  
City Hall, Room 118  
4 Summer Street  
Haverhill, MA 01830

August 29, 2012

Dear Ms. Toomey,

The Buttonwoods Museum/Haverhill Historical Society requests to hang a banner promoting our annual Festival of Trees event on the parking garage in downtown Haverhill on Merrimack Street. The banner will hang from Monday, November 26 through Monday, December 9, 2012.

As usual, we will be happy to provide proof of bond insurance for liabilities potentially caused by the banner.

Sincerely,

Janice Williams, Curator  
Buttonwoods Museum  
240 Water Street  
Haverhill, MA 01830  
978-374-4626

CITY OF HAVERHILL

DATE 8-15-12

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a license for

DRAINLAYER

Drainlayer's Name William F Dunn Signature W  
PRINTED

Home Address:

Street 14 Carlida Road PO box \_\_\_\_\_

City/Town Groveland State Ma Zip Code 01834

Tel No. 978-372-5554 Cell No. 978-815-7897

Business Name William F. Dunn Landscaping & Contracting Inc.

Business Address:

Street 156 Center St PO Box \_\_\_\_\_

City/town Groveland State Ma Zip Code 01834

Tel No. 978-372-5554 FAX No. 978-374-3977

Fee \$ 100.-

New/Renewal

In Municipal Council,

20

APPROVED ✓ Attest

DENIED \_\_\_\_\_

CITY CLERK

[Signature]  
CITY ENGINEER

*All bonds on file*



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

ORDERED: That the City appropriates the amount of Eight Hundred Thousand Dollars (\$800,000) for the purpose of paying costs of a feasibility study to consider construction of a new Hunking Middle School, or the reconstruction of the existing Hunking Middle School, at 98 Winchester Street, Haverhill, including the payment of all costs incidental or related thereto, and for which City may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of School Committee. To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44, or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the City and the MSBA.

Loan Order  
File 10 DAYS

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.



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

August 29, 2012

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

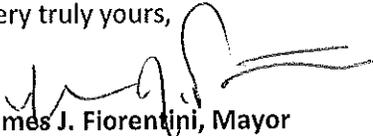
**RE: Hunking School Feasibility Study Appropriation Request**

Mr. President and Members of the City Council:

Attached is a copy of the Hunking School feasibility study appropriation request. We will be reimbursed 72% of the final cost of the study. This request needs to be placed on file for 10 days, I recommend approval of this order.

Thank you.

Very truly yours,

  
James J. Fiorentini, Mayor

JJF/dsvd

**CITY OF HAVERHILL  
MASSACHUSETTS  
CITY SOLICITOR'S OFFICE**

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

**WILLIAM D. COX, JR.  
CITY SOLICITOR**

August 29, 2012

TO: John A. Michitson, President and Members of the Haverhill City Council  
FROM: William D. Cox, Jr., Esq., City Solicitor   
RE: Ordinance - Senior Citizen Tax Incentive Program

The current Code with regards to the Senior Citizen Tax Incentive Program includes a "95" hours in a fiscal year (July 1 to June 30) limitation as to the number of hours a participant may work. The Legislature has increased the total amount of hours a participant can work to 125, upon an affirmative vote of the Council with the approval of the Mayor. This would allow a senior citizen to earn up to \$1,031.25 per fiscal year given the current minimum wage of \$8.25.

Also, the new provisions allow an approved representative, for persons physically unable, to provide such services to the city.

Enclosed are copies of the current ordinance and the M.G.L. c. 59, §5K. If I can be of further assistance, please do not hesitate to call upon me. Thank you.

cc: James J. Fiorentini, Mayor



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

~~ORDERED~~

**MUNICIPAL ORDINANCE**

**CHAPTER 206**

**AN ORDINANCE RELATING TO**  
**SENIOR CITIZEN TAX INCENTIVE PROGRAM**

**BE IT ORDAINED** by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 206, as amended, is hereby further amended as follows:

**§206-4. Description of program.**

By deleting the figure "95" after the words "School Department", and inserting in place thereof the figure "125".

Also, by adding the following at the end of this section: "Any qualified senior citizen who is physically unable to provide services may propose a representative to provide such services to the city in their place. The representative must be approved and deemed qualified to provide services by the Human Resources Director."

APPROVED AS TO LEGALITY

  
City Solicitor

GENERAL CODE



Index	City of Haverhill, MA	Search <input type="text"/>	Print
New Laws	Help	CHAPTER 208. SEWERS	
CHAPTER 204. SALES, SPECIAL			
S			

*This electronic version is provided for informational purposes only. For the official version please contact the municipality.*

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## [CHAPTER 206. SENIOR CITIZEN TAX INCENTIVE PROGRAM](#)

[§ 206-1. Definitions.](#)

[§ 206-2. Establishment; purpose.](#)

[§ 206-3. Eligibility.](#)

[§ 206-4. Description of program.](#)

## Chapter 206. SENIOR CITIZEN TAX INCENTIVE PROGRAM

[HISTORY: Adopted by the City Council of the City of Haverhill 2-4-1997 by Doc. 25 (Ch. 206 of the 1980 Code). Amendments noted where applicable.]

### § 206-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### ASSET ELIGIBLE

Individuals who have total assets, not including a principal residence, that do not exceed \$50,000.[Amended 4-22-2008 by Doc. 55]

#### INCOME ELIGIBLE

Individuals who have an annual income of \$50,000.[Amended 4-22-2008 by Doc. 55]

#### SENIOR CITIZEN

A retired citizen of Haverhill who has attained the age of 65 years old.[Amended 1-26-1999 by Doc. 145/98]

### § 206-2. Establishment; purpose.

[Amended 4-22-2008 by Doc. 55]To assist senior citizens in the payment of annual real estate taxes to the City of Haverhill, a tax incentive program is to be established in accordance with MGL c. 59, § 5K. This chapter of the Code shall serve as the local rules and regulations for said program. Should the provisions of this chapter conflict with MGL c. 59, § 5K, state law shall prevail.

### § 206-3. Eligibility.

Senior citizens who are the responsible party for the payment of real estate taxes to the City of Haverhill and who are income eligible and asset eligible shall be eligible to participate in the program.

### § 206-4. Description of program.

- A. An eligible senior citizen, as defined herein, may register and qualify to participate in this program with the Human Resources Director. The Human Resources Director shall assign the senior citizen to volunteer his or her services in municipal departments, including the School Department, for 95 hours in a fiscal year (July 1 to June 30). Upon certification of the completion of the necessary volunteer hours by the municipal department head in which the senior citizen has provided services, the Human

Resources Director shall authorize the payment for hours worked at the minimum wage rate, with the annual payment not to exceed an amount equal to the maximum prescribed by MGL c. 59, § 5K, per participant. Said recommendation shall be made to the City Tax Collector, to be applied towards the senior citizen's real estate account.

[Amended 1-26-1999 by Doc. 145/98; 7-10-2007 by Doc. 76; 4-22-2008 by Doc. 55]

- B. The program shall be limited to 25 participants in each fiscal year period.
- C. Municipal departments, including the school department, who desire to participate in this program shall provide position descriptions to the Human Resources Director. The Human Resources Director shall match senior citizen volunteers with positions available in municipal departments. Department heads shall approve the placement and retention and shall supervise senior citizen volunteers within their respective departments.

[Amended 1-26-1999 by Doc. 145/98; 7-10-2007 by Doc. 76]

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<a href="#">Change Views</a>	<a href="#">Contents</a>	
<a href="#">Privacy Policy</a>	<a href="#">Help</a>	<a href="#">Terms of Service</a>



Effective: July 27, 2010

Massachusetts General Laws Annotated Currentness

Part I. Administration of the Government (Ch. 1-182)

▣ Title IX. Taxation (Ch. 58-65C)

▣ Chapter 59. Assessment of Local Taxes (Refs & Amos)

→→ § 5K. Property tax liability reduced in exchange for volunteer services; persons over age 60

In any city or town which accepts the provisions of this section, the board of selectmen of a town or in a municipality having a town council form of government, the town council or the mayor with the approval of the city council in a city may establish a program to allow persons over the age of 60 to volunteer to provide services to such city or town. In exchange for such volunteer services, the city or town shall reduce the real property tax obligations of such person over the age of 60 on his tax bills and any reduction so provided shall be in addition to any exemption or abatement to which any such person is otherwise entitled and no such person shall receive a rate of, or be credited with, more than the current minimum wage of the commonwealth per hour for services provided pursuant to such reduction nor shall the reduction of the real property tax bill exceed \$1,000 in a given tax year. It shall be the responsibility of the city or town to maintain a record for each taxpayer including, but not limited to, the number of hours of service and the total amount by which the real property tax has been reduced and to provide a copy of such record to the assessor in order that the actual tax bill reflect the reduced rate. A copy of such record shall also be provided to the taxpayer prior to the issuance of the actual tax bill. Such cities and towns shall have the power to create local rules and procedures for implementing this section in any way consistent with the intent of this section.

In no instance shall the amount by which a person's property tax liability is reduced in exchange for the provision of services be considered income, wages, or employment for purposes of taxation as provided in chapter 62, for the purposes of withholding taxes as provided in chapter 62B, for the purposes of workers' compensation as provided in chapter 152 or any other applicable provisions of the General Laws, but such person while providing such services shall be considered a public employee for the purposes of chapter 258, but such services shall be deemed employment for the purposes of unemployment insurance as provided in chapter 151A.

A city or town, by vote of its legislative body, subject to its charter, may adjust the exemption in this clause by: (1) allowing an approved representative, for persons physically unable, to provide such services to the city or town; or (2) allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1,000.

CREDIT(S)

Added by St.1999, c. 127, § 59. Amended by St.2002, c. 184, § 52; St.2005, c. 6, § 7, eff. Feb. 24, 2005; St.2009, c. 27, § 24, eff. July 1, 2009; St.2010, c. 188, § 43, eff. July 27, 2010.

#### HISTORICAL AND STATUTORY NOTES

St.1999, c. 127, § 59, an emergency act, was approved Nov. 16, 1999, and by § 390 made effective as of July 1, 1999.

#### 2002 Legislation

St.2002, c. 184, § 52, an emergency act, approved July 29, 2002, and by § 247 made effective as of July 1, 2002, in the first paragraph, in the second sentence, substituted "\$750" for "\$500".

#### 2005 Legislation

St.2005, c. 6, § 7, an emergency act, approved Feb. 24, 2005, effective Feb. 24, 2005, rewrote the second paragraph, which prior thereto read:

"In no instance shall the amount by which a person's property tax liability is reduced in exchange for the provision of services be considered income, wages or employment for the purposes of taxation as provided in chapter 62, for the purposes of withholding taxes as provided in chapter 62B, for the purposes of unemployment insurance as provided in chapter 151, for the purposes of workers' compensation as provided in chapter 152 or any other applicable provisions of the General Laws but such person while providing such services shall be considered a public employee for the purposes of chapter 258."

#### 2009 Legislation

St.2009, c. 27, § 24, approved June 29, 2009, and by § 161 made effective July 1, 2009, in the first paragraph, in the second sentence, substituted "\$1,000" for "\$750".

#### 2010 Legislation

St.2010, c. 188, § 43, approved July 27, 2010, effective July 27, 2010, added the third paragraph. Emergency declaration by the Governor was filed July 27, 2010.

#### LIBRARY REFERENCES

Taxation  199, 212, 219.  
Westlaw Topic No. 371.  
C.J.S. Taxation §§ 215, 235, 240 to 242, 1098.

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M.G.L.A. 59 § 5K

Page 3

RESEARCH REFERENCES

Treatises and Practice Aids

4 Mass. Prac. Series § 1:4, Massachusetts Gross Income.

4 Mass. Prac. Series § 18:5, Tax Rates and Payment Dates.

18B Mass. Prac. Series § 36.43, Senior Volunteer Tax Reduction--Local Option.

M.G.L.A. 59 § 5K, MA ST 59 § 5K

Current through Chapter 141 of the 2012 2nd Annual Session

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END OF DOCUMENT



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

August 30, 2012

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

**RE: Senior Tax Incentive Program**

Dear Mr. President and Members of the City Council:

Enclosed, please find an ordinance relative to our Senior Tax Incentive Program. This order would allow seniors to work more hours and get a little more money toward their property tax. It would also allow a disabled senior to designate someone to substitute for them in this program.

This order needs to be placed on file for ten days after which I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/lk  
Encl.

CITY COUNCIL

JOHN A. MICHITSON  
*PRESIDENT*

ROBERT H. SCATAMACCHIA  
*VICE PRESIDENT*

MICHAEL J. HART  
WILLIAM H. RYAN  
~~XXXXXXXXXXXX~~

MICHAEL S. MCGONAGLE  
WILLIAM J. MACEK  
COLIN F. LEPAGE  
MARY ELLEN DALY O'BRIEN  
Thomas J. Sullivan



## 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  
cityencl@cityofhaverhill.com

August 29, 2012

TO: Mr. William Pillsbury  
Planning and Development Director

RE: Document to Establish Handicap Parking Ordinance – 131 Webster Street

Dear Mr. Pillsbury:

At the City Council meeting held on August 21, 2012, the following request for a handicap parking space was approved and submitted by Chief DeNaro:

- Doc. #25-F - 131 Webster Street

The City Council concurred with this request 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



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

~~XXXXXX~~  
ORDERED:

MUNICIPAL ORDINANCE

CHAPTER

**An Ordinance Relating to Parking  
131 Webster Street—Establish One Handicap Parking Space**

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

LOCATION	REGULATION	HOURS/DAYS
<u>131 Webster Street</u>		
Add one space in front of # 131 Webster Street except for 1-24 hour handicap parking space at 131 Webster Street	No Parking	24 Hours

APPROVED as to legality:

---

City Solicitor  
William D. Cox



# Haverhill

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

August 29, 2012

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

**RE: REQUEST TO ADD A HANDICAP PARKING SPACE AT #131 Webster Street**

Dear Council President Michitson & Councilors:

As per your request dated 8/24/12, and as requested by Chief DeNaro I am submitting a Municipal Ordinance that will allow for HANDICAP PARKING in front of Number 131 Webster Street.

Sincerely,

William Pillsbury, Jr.  
Economic Development &  
Planning Director

WB/lw



DOCUMENT 79-B

**CITY OF HAVERHILL**

In Municipal Council August 21 2012

ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
NURSES GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 51P of 2005 is hereby amended as follows:

EFFECTIVE 7/1/2008		0%						
EFFECTIVE 7/1/2009		0%						
EFFECTIVE 7/1/2010		0%						
EFFECTIVE 7/1/2011		2%						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Public Health School Nurse	\$33,581.17	\$33,581.17	\$ 34,699.28	\$36,274.48	\$37,858.65	\$ 39,436.09	\$ 41,016.89	
	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
	\$42,607.78	\$44,182.98	\$ 45,763.79	\$47,349.07	\$48,929.88	\$ 50,509.56	\$ 52,091.49	

Effective June 30, 2012 the City's contribution to the HMO shall be 75% and the employee contribution shall be 25%.

New employees hired after June 30, 2012 shall pay a thirty percent (30%) Employee Health Insurance Contribution rate for both the PPO and HMO products.

Approved as to legality:

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

PLACED ON FILE for at least 10 days

Attest:

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



# Haverhill

Human Resources Department, Room 306

Phone: (978) 374-2357 Fax: (978) 374-2343

Mary Carrington, HR Director – [mcarrington@cityofhaverhill.com](mailto:mcarrington@cityofhaverhill.com)

Denise McClanahan, HR Technician – [dmcclanahan@cityofhaverhill.com](mailto:dmcclanahan@cityofhaverhill.com)

TO: Mayor James J. Fiorentini

FROM: Mary Carrington, Human Resources Director

DATE: August 15, 2012

RE: Ordinance for the Nurses Group

Enclosed please find the ordinance for the Public Health School Nurses Group as a result of their recent Memorandum of Agreement (which is also attached). This will be the last MOA for this group as they were moved to the School Department budget effective July 1, 2012.

Please submit both of these documents to the Haverhill City Council for action.

MC/dlm

51-P



DOCUMENT 51-P

Backup  
2005

# CITY OF HAVERHILL

In Municipal Council June 14 2005

ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
NURSES GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 112-Q of 2001 is hereby deleted in its entirety and insert in its place thereof the following:

EFFECTIVE 7/1/2002 0%  
EFFECTIVE 7/1/2003 0%  
EFFECTIVE 7/1/2004 0%

EFFECTIVE 1/1/2005 3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Public Health Nurse	\$30,873.22	\$30,873.22	\$31,901.16	\$33,349.34	\$34,805.76	\$36,256.00	\$37,709.33
	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
	\$39,171.93	\$40,620.11	\$42,073.44	\$43,530.89	\$44,984.22	\$46,436.52	\$47,890.88

Effective 1/1/05

Amend Article XI Section 3 to read as follows:

Longevity

\$ 1,000.00	5<10 yrs
\$ 1,050.00	10<15 yrs
\$ 1,100.00	15<20 yrs
\$ 1,150.00	20<25 yrs
\$ 1,400.00	25+ yrs

Effective 7/1/05

One-time \$500 bonus - To all employees employed as of 6/30/04 who remain employed at the time of final approval of this agreement, provided the City receives \$2.6 million in additional state assistance (referred to as the Quincy \$).

EFFECTIVE 7/1/2005

1.50%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Public Health Nurse	\$31,336.32	\$31,336.32	\$32,379.68	\$33,849.58	\$35,327.85	\$36,799.84	\$38,274.97
	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
	\$39,759.51	\$41,229.41	\$42,704.54	\$44,183.85	\$45,658.98	\$47,133.07	\$48,609.24

EFFECTIVE 7/1/2006

2.50%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Public Health Nurse	\$32,119.73	\$32,119.73	\$33,189.17	\$34,695.82	\$36,211.04	\$37,719.84	\$39,231.84
	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
	\$40,753.50	\$42,260.15	\$43,772.16	\$45,288.45	\$46,800.46	\$48,311.39	\$49,824.47

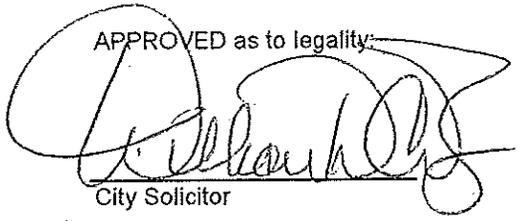
5-1-P



Backup 2005

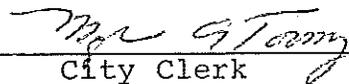
EFFECTIVE 7/1/2007	2.50%	102.50%					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Public Health Nurse	\$32,922.72	\$32,922.72	\$34,018.90	\$35,563.22	\$37,116.32	\$38,662.83	\$40,212.64
	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
	\$41,772.33	\$43,316.65	\$44,866.46	\$46,420.66	\$47,970.47	\$49,519.18	\$51,070.09

APPROVED as to legality:



City Solicitor

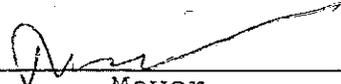
PLACED ON FILE for at least 10 days  
Attest:

  
City Clerk

IN CITY COUNCIL: June 28 2005  
PASSED

Attest:  
  
City Clerk

APPROVED:

  
Mayor

city clerk  
ben cooke  
personnel  
school  
auditor

# Proposal for the Public Health School Nurses Group June 26, 2012

**1. Terms:** Effective from July 1, 2008 through June 30, 2010  
Effective from July 1, 2010 through June 30, 2012

**2. Wages:** General wage increase as follows:

Effective July 1, 2008	0%
Effective July 1, 2009	0%
Effective July 1, 2010	0%
Effective July 1, 2011	2%

**3. Health Insurance:**

Given the transfer of funding and responsibility for employees in this group to the Haverhill School Department effective July 1, 2012, no changes in health insurance plans will be required at this time. It is understood that as of July 1, 2012 all employees within this group who enroll in an HMO shall be enrolled in the City's Value Plan. Effective June 30, 2012 the City's contribution to the HMO shall be 75% and the employee contribution shall be 25%.

### **Flexible Spending Account**

The City of Haverhill will offer by or about July 1, 2012 a Flexible Spending Account under IRS Section 125. The maximum annual allowable amount to be deducted on a pre-tax basis will be \$2,500.

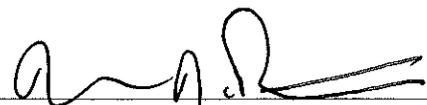
### **Opt-Out Plan**

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

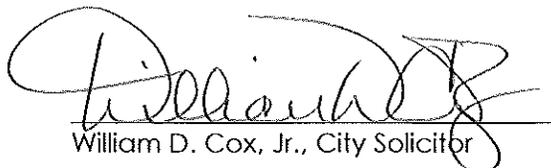
### **5. New Employee Benefit Changes – Hired after June 30, 2012**

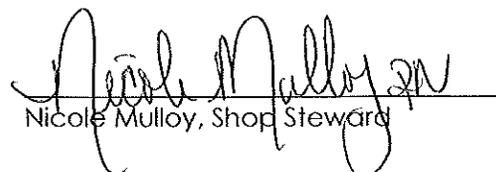
New employees hired after June 30, 2012 shall pay a **thirty percent (30%)** Employee Health Insurance Contribution rate for both the PPO and HMO products.

**Date: June 26, 2012**

  
James J. Fiorentini, Mayor

  
Ted Burke, MNA

  
William D. Cox, Jr., City Solicitor

  
Nicole Mulloy, Shop Steward

82



DOCUMENT 82

**CITY OF HAVERHILL**

In Municipal Council August 21 2012

~~PROCEED~~

**MUNICIPAL ORDINANCE**

**CHAPTER 240**

**AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC**

**BE IT ORDAINED** by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240-22, Diagonal Parking, is hereby amended as follows:

By adding the words "and Angle" after the word "Diagonal" in the heading.

By adding the words "and/or angle " after the word "Diagonal" in subsection A.

By adding the following after subsection B: "C. Angle parking is permitted upon certain sections of a number of streets as designated in Schedule B (§ 240-85), hereto appended, to which reference is made and which Schedule B, relative to angle parking, is herewith specifically incorporated in this section. Where such angle parking is permitted, vehicles shall be parked with the rear wheels of the vehicle parked directly in front of the curb and at the angle indicated by official marks and signs. The vehicle shall be parked so that all four wheels thereof shall be placed wholly within the area indicated for parking and the front of the vehicle is headed away from the curb. Angle parking shall be specifically designated as such in Schedule B (§ 240-85), otherwise all parking shall be diagonal."

APPROVED AS TO LEGALITY

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

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

**CITY OF HAVERHILL  
MASSACHUSETTS  
CITY SOLICITOR'S OFFICE**

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

**WILLIAM D. COX, JR.  
CITY SOLICITOR**

August 13, 2012

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

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

**RE:** Ordinance - Central Business District Parking Changes

At the last City Council meeting several ordinances relative to parking changes within the Central Business District were acted on. One of the proposals included angle parking on Bailey Boulevard. While the Council approved the change to the parking map for angle parking Bailey Boulevard, after a review of the actions taken, it was determined that the language change needed in Chapter 240-22 to allow for angle parking was mistakenly placed on file.

The necessary addition of language to Chapter 240-22 to allow for angle parking is being resubmitted for action by the Council. Attached is a copy of the current ordinance.

If I can be of any further assistance, kindly advise. Thank you.

**cc:** James J. Fiorentini, Mayor

**CURRENT ORDINANCE:**

**§ 240-22. Diagonal parking.**

**A. The City Council shall determine the streets upon which diagonal parking will be permitted and shall cause said streets to be designated by signs and the surfaces thereof to be marked as directed by the Chief of Police.**

**B. Diagonal parking is permitted upon certain sections of a number of streets as designated in Schedule B (§ 240-85), hereto appended, to which reference is made and which Schedule B, relative to diagonal parking, is herewith specifically incorporated in this section. Where such diagonal parking is permitted, vehicles shall be parked with one wheel within 12 inches of the curb and at the angle to the curb indicated by official marks and signs. The vehicle shall be parked so that all four wheels thereof shall be placed wholly within the area indicated for parking and headed to the curb.**

21-J



DOCUMENT 21-J

**CITY OF HAVERHILL**

In Municipal Council August 21 2012

ORDERED:

CHAPTER 240

**An Ordinance Relating to Parking  
(65 Howard Street—Delete Handicap Parking)**

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

LOCATION	REGULATION	HOURS/DAYS
<u>65 Howard Street</u>		
In front of No. 65 Howard Street .except for 1-24 hour handicap parking space at No. 65	No Parking	24 Hours

APPROVED as to legality:

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

PLACED ON FILE FOR at least 10 days  
Attest:

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

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

August 9, 2012

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

RE: Delete Handicap Ordinance – 65 Howard Street

Dear Mr. Pillsbury:

At the City Council meeting held on August 7, 2012 the following item was placed on the agenda by Councillor Hart:

- Doc. #76-H - Request for removal of a handicap parking space at 65 Howard Street

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

Sincerely,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

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

CITY COUNCIL

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PRESIDENT

ROBERT H. SCATAMACCHIA  
VICE PRESIDENT

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CITY OF HAVERHILL  
HAVERHILL, MASSACHUSETTS 01830-5843

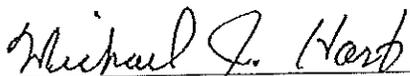
COPY

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July 27, 2012

TO: Mr. President and Members of the City Council

Councillor Michael Hart requests a discussion regarding the removal of a handicap parking space at 65 Howard Street as it is no longer needed.

  
City Councillor Michael J. Hart *MSH*



COPY

DOCUMENT 16-P

# CITY OF HAVERHILL

In Municipal Council June 22 2010

~~ORDINANCE~~ MUNICIPAL ORDINANCE

CHAPTER

## An Ordinance Relating to Parking 65 Howard Street—Add 1 Handicap Parking Space)

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 adding the following:

LOCATION	REGULATION	HOURS/DAYS
<u>65 Howard Street</u>	No Parking	24 Hours
Add one space in front of # 65 Howard Street except for 1-24 hour handicap parking space at #65 Howard Street		

APPROVED as to legality:

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

IN CITY COUNCIL: July 13 2010  
PASSED

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

PLACED ON FILE for at least 10 days  
Attest:

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

APPROVED:

\_\_\_\_\_  
Mayor



# Haverhill

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

August 14, 2012

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

**RE: 65 Howard Street—DELETE—Handicap Parking Space**

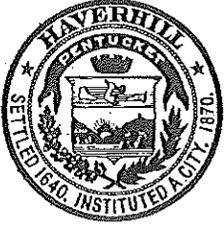
Dear Council President Michitson & Councilors:

As per your request dated August 9, 2012, and as requested by Councilor Michael J. Hart in his request dated July 27, 2012 I am submitting a Municipal Ordinance deleting handicap parking at No. 65 Howard Street.

Sincerely,

William Pillsbury, Jr.  
Planning Director/Grants Coordinator

WP/lw



# Haverhill

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

August 29, 2012

James J. Fiorentini, Mayor  
City Hall  
4 Summer Street  
Haverhill, MA 01830

Dear Mayor Fiorentini:

I have been advised by the Secretary of State's Office that it is too late to have a Debt Exclusion question placed on the November 6, 2012 state ballot. If you have any further questions, please contact me.

Very truly yours,

Margaret A. Toomey  
City Clerk



DOCUMENT

## CITY OF HAVERHILL

In Municipal Council

ORDERED:

## PROCLAMATION

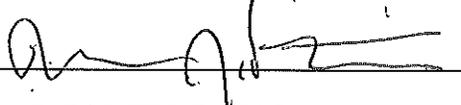
## Library Card Sign Up Month

- Whereas, the library card is the most important school supply of all;
- Whereas, children who use the library perform better in school;
- Whereas, libraries enhance the educational experience;
- Whereas, libraries meet the needs of all types of students by providing free access to educational databases, the Internet, homework help, online tutoring and books;
- Whereas, libraries provide the opportunity to pursue their own interests leading to more effective learning;
- Whereas, the a library card is the "smartest card" you can own;

NOW, THEREFORE, be it resolved that I, James J. Fiorentini, Mayor of the City of Haverhill, proclaim September Library Card Sign-Up Month in Haverhill, Massachusetts, and encourage everyone to sign up for the smartest card at your library.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Haverhill to be affixed this 29th day of August in the year of our Lord two thousand and twelve,

  
MAYOR JAMES J. FIORENTINI

## CITY COUNCIL

JOHN A. MICHITSON  
PRESIDENT

ROBERT H. SCATAMACCHIA  
VICE PRESIDENT

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**DOCUMENTS REFERRED TO COMMITTEE STUDY**

#5-L/10	Communication from Councillor Macek requesting to propose the enactment of a Safe Building Ordinance.	NRPP	2/23/10
74-X/11	Communication from Co. Amirian requesting a discussion about proposed pig farm at Boxford Road	Planning & Dev.	9/27/11
4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
12-E	Communication from Councillor Scatamacchia requesting to introduce Vincent Kissel to speak regarding safety issues at Kenoza Avenue and Newton Road	Planning & Dev	1/17/12
40-F	Communication from Councillor Daly O'Brien requesting to discuss lighting in the area of the parking garage	Public Safety	5/8/12
71	Ordinance – Waterfront Interim Planning Overlay District (WIPOD) Amend Section 255-7 and Add a new Section 255-18.2	Planning & Dev.	7/10/12