



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, April 12, 2016 at 7:00 PM
City Council Chambers, Room 202

1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING

2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

3. COMMUNICATIONS FROM THE MAYOR

NO SCHEDULE

4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

NO SCHEDULE

5. UTILITY HEARING(S) AND RELATED ORDER(S)

5.1 Petition from Verizon New England and Mass Electric Company requesting permission for joint pole relocation on South Pearson st; Plan No. P2016-4A0D1LW **Hearing April 26th**

6. APPOINTMENTS

Confirming Appointments

NO SCHEDULE

Non-confirming Appointments

Friends of the Rail Trail Committee

Ed Buckley

Anne Sablich

Attachment

AUXILIARY POLICE:

NO SCHEDULE

RESIGNATIONS

NO SCHEDULE

7. PETITIONS:

7.1 Communication from Joan Parah, Program Director; on behalf of Rebuilding Together Greater Haverhill, Inc announcing their annual *Rebuilding Together Day* on Saturday, April 30 2016; along with several related requests including the waiving of some City fees **Attachment**

8. APPLICATIONS/HANDICAP PARKING SIGNS

NO SCHEDULE

9. ONE DAY LIQUOR LICENSES

NO SCHEDULE

10. APPLICATIONS FOR PERMIT

NO SCHEDULE

TAG DAYS

VFW Santa Parade

October 28 & 29

Attachment

TAXI LICENSE

Haverhill Taxi LLC, 195 Washington st Wisvel Joseph

Add 1 new vehicle

Attachment



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, April 12, 2016 at 7:00 PM
City Council Chambers, Room 202

ANNUAL LICENSE RENEWALS:

ROLLER SKATING RINK

POOL TABLES

BOWLING

SUNDAY BOWLING

BUY & SELL SECOND HAND CLOTHING

BUY & SELL SECOND HAND ARTICLES

JUNK DEALER

BUY & SELL OLD GOLD

PAWNBROKER

LIMOUSINES

AUCTIONEER

THEATER

EXTERIOR VENDING MACHINE LOCATIONS –Renewals, DVD Movies

NO SCHEDULE

COIN-OPS (renewals):

SUNDAY LICENSE

11. HAWKER/PEDDLER:

NO SCHEDULE

12. DRAINLAYER 2016 LICENSE:

12.1 George DeFelice III - renewal

12.2 Ryan Greenwich – renewal

Attachments

13. HEARINGS & RELATED ORDERS

NO SCHEDULE

14. NEW BUSINESS/ORDERS

14.1 Appropriate \$60,000 from *Free Cash* in order to extend the *Bradford Rail Trail*

14.2 Appropriate \$37,500.00 from *Free Cash* and transfer to *Police Dept Capital Project* for Building Repairs to fund the Gale Associates Inc contract; for design and engineering services related to window replacement at the Police Station from water damage

Attachments

15. ORDINANCES (FILE 10 DAYS)

NO SCHEDULE

16. UNFINISHED BUSINESS OF PRECEDING MEETINGS:

NO SCHEDULE



CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, April 12, 2016 at 7:00 PM
City Council Chambers, Room 202**

17. MONTHLY REPORTS

17.1 Abatement report from Board of Assessors for month of March 2016

Attachment

18. COMMUNICATIONS FROM COUNCILLORS

18.1 Communication from President Michitson requesting to submit a petition from residents of Burnham Street requesting to have Burnham Street made one-way coming in from Groveland st onto Burnham st

Attachment

19. RESOLUTIONS AND PROCLAMATIONS

19.1 *Children's Mental Health Awareness Week* May 1-7 2016

Attachment

20. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

20.1 Councillor McGonagle submits the recommendations of the *Traffic & Safety Committee* meeting held March 30 2016

20.2 Councillor LePage submits the Minutes of the *Administration & Finance Committee* meeting held April 6 2016

Attachments

21. DOCUMENTS REFERRED TO COMMITTEE STUDY

NO SCHEDULE

22. ADJOURN

Hearing April 26 2016

PETITION FOR JOINT POLE RELOCATION

MUNICIPALITY

5.1

To the City Council
of Haverhill, Massachusetts.

VERIZON NEW ENGLAND INC. and **MASSACHUSETTS ELECTRIC COMPANY** request permission to relocate poles, wires, cables and fixtures, including anchors, guys and other such necessary sustaining and protecting fixtures, along and across the following public way or ways:-

South Pearson Street Relocate existing Jointly-Owned Pole No. 4, located on Westerly side approx.. 15 ft. in a Southerly direction

Wherefore they ask that they be granted a joint relocation for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – **Verizon N.E. Inc.**, No. P2016-4A0D1LW dated February 29, 2016

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

VERIZON NEW ENGLAND INC.

Everette Bryan

By: _____
E. Everett Bryan, Rights of Way Engineer

MASSACHUSETTS ELECTRIC COMPANY

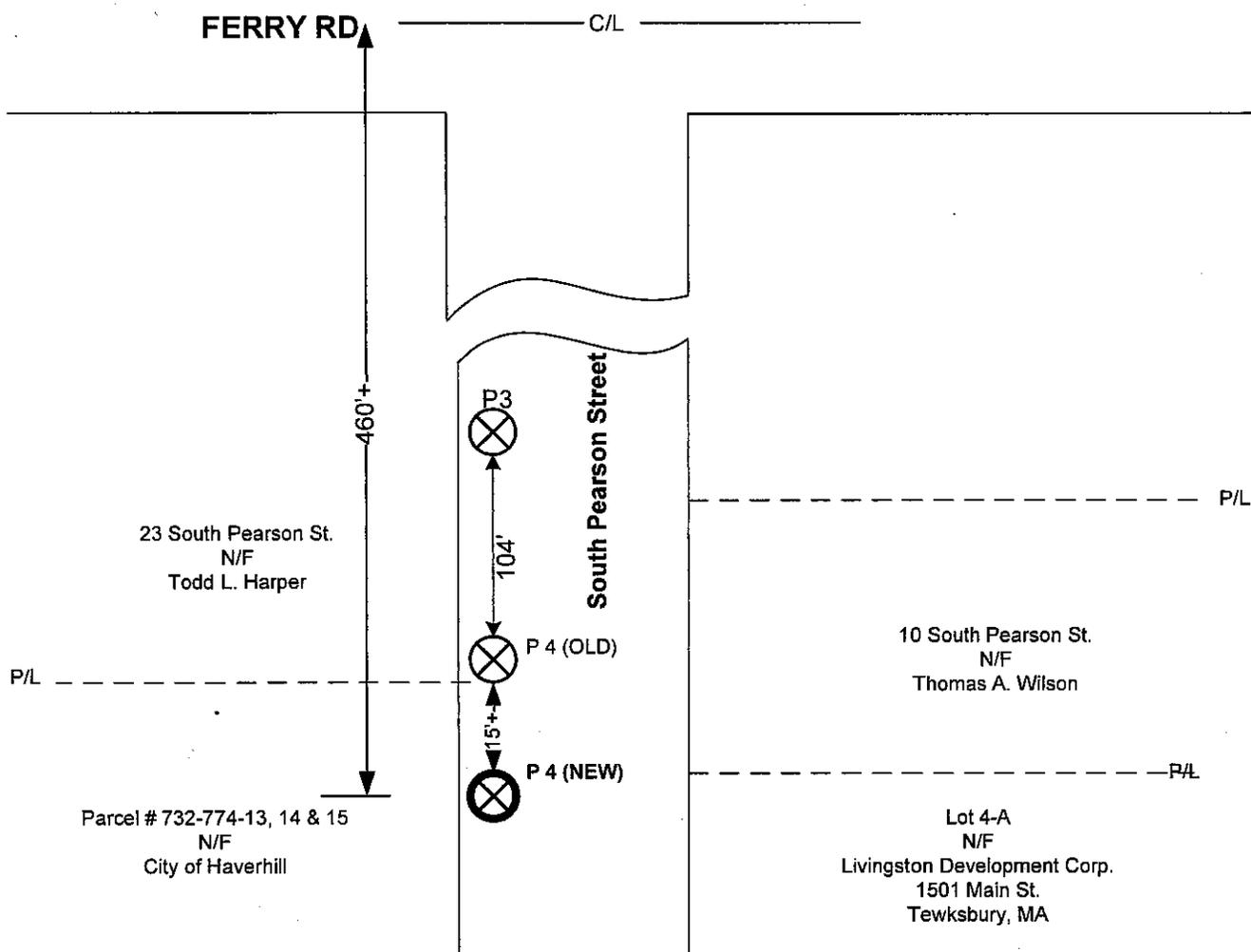
Tony Laas

By: _____
Distribution Engineering

VERIZON NEW ENGLAND INC
Petition Plan No: P2016-4A0D1LW
February 29 , 2016



MUNICIPALITY



Install New Pole No. 4, 15' to the south to eliminate aerial trespass to new homes currently under construction.

Not to Scale: Distances shown Are Approximate

-  **Proposed New Location**
-  **Existing Location**



900 Chelmsford St.
Tower 2, Floor 1
Lowell, MA 01851

April 1, 2016

Town of Haverhill
Attn: Linda Koutoulas, City Clerk
4 Summer Street, Rm. 118
Haverhill, MA 01830

RE: Petition Plan #2016-4A0D1LW-South Pearson St.

Enclosed, you will find the above referenced petition plan for relocating one (1) Jointly-Owned Pole #4, located on Westerly side approximately 15 ft. in a Southerly direction as shown on petition plan.

All questions concerning this petition should be directed to Everett Bryan @ 781-307-5286 .

Please send hearing notice and invoice to the following address:

Verizon
Attention: Engineering
900 Chelmsford St.
Tower 2, Floor 1
Lowell, MA 01851

Thank you for your attention and cooperation.

Cordially Yours,

Robin Craven
978-323-0272
Enc: Pet/Plan/Order

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

61
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

April 8, 2016

City Council President John Michitson
& Members of the City Council

RE: Friends of Bradford Rail Trail

Dear Council President and Members of the City Council:

I hereby appoint Ed Buckley, 36 S Park St, to the Friends of the Bradford Rail Trail Committee.

This is a non-confirming appointment which will take place immediately.

Very truly yours,


James J. Fiorentini
Mayor

JJF/ah

cc: Danielle Smida

61

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

April 8, 2016

City Council President John Michitson
& Members of the City Council

RE: Friends of Bradford Rail Trail

Dear Council President and Members of the City Council:

I hereby appoint Anne Sablich, 301 Ferry Road, to the Friends of the Bradford Rail Trail Committee.

This is a non-confirming appointment which will take place immediately.

Very truly yours,


James J. Fiorentini
Mayor

JJF/ah

cc: Danielle Smida



GREATER HAVERHILL, INC.

7.1

To: City Council President, John Michitson

From: Joan Parah, Program Director

Dated: March 24, 2016

RE: Rebuilding Together Greater Haverhill, Inc. /Annual Rebuilding Day Program

Dear Council President Michitson,

On behalf of Rebuilding Together Greater Haverhill, Inc., board of directors, volunteers and homeowners we serve, we are announcing our annual Rebuilding Together Day on Saturday, April 30, 2016. We have gathered volunteers on the last Saturday in April for the last twenty-three years to perform much needed repairs, modifications, and improvements to low-income homeowners. As in the past, the purpose of a representative of Rebuilding Together coming before the Council is to request 1) the endorsement of the City Council for our 24th year (First Rebuilding Together Day was in 1993); 2) invite all of the elected city officials and the members of the community to participate in the event; 3) the waiving of dumping fees for disposal of white goods (appliances), tires and leaves, relative to the program; 4) the city yard to remain open beyond regular hours so we can deliver yard waste and 5) if approved, notifying the City of Haverhill, Public Works and Health & Inspection departments of the Council's action to ensure full cooperation. We will provide a list of approved Rebuilding Together projects and addresses in advance and pay appropriate permit fees.

Each year we coordinate a community Rebuilding Day that over 100 volunteers participate in making repairs and modifications to nearly fifteen homes of those in greatest need. The event creates an opportunity for local companies and organizations to come together with members of the community to help their neighbors. The logistics of directing volunteers to each location efficiently is always a challenge. In addition to government grants, we receive foundation funding from local and national corporations, like Lowes, Sears Holdings, and local foundations and service organizations, like the George C. Wadleigh Foundation, and the Griffin-White Foundation, whose mission is to ensure the quality of life for all Haverhill citizens. The "heart" of our organization is the volunteers and smaller local businesses that donate their skills, time, building materials, supplies, food and beverages.

Please go to our web site: www.RebuildingTogetherHaverhill.org for more information about our programs and to view our many participating and supporting organizations and community groups. Anyone wishing to volunteer can register at the website as well. We thank you for your interest and we hope to continue a partnership that is beneficial and rewarding to meet the mission of our organization, the City of Haverhill and community.

Sincerely,

Joan Parah, Program Director

Email: rtogether@verizon.net

Website: www.rebuildingtogetherhaverhill.org

Address: 10 Phoenix Row, Haverhill, MA 01832

Phone: 978-469-0800

Fax: 978-469-0833



Haverhill

10

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

Date: March 28 2016

Honorable President and Members of the Municipal Council:

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

Organization: VFU Santa Parade Applicant's Name: DANIEL PLOUARD SR.
Applicant's Residence: 297 LAKE ST Applicant's Signature: [Signature]

(3 CONSECUTIVE DAYS ONLY, ONE OF WHICH MAY INCLUDE SOLICITATION ON A PUBLIC WAY)

Date of Tag Day Request(s): OCT 28 & 29 Date—Solicitation on a Public Way: FR. 1 - OCT 28

Canister: _____ Tag: Fee: \$ 20.00

STREET LOCATIONS (SELECT BELOW):

OFF STREET LOCATIONS (SPECIFY OTHER):

Rosemont St and Main St _____

Market Basket

Water st and Mill st _____

South Main St & Salem St
(Bradford Common) _____

Main St & Kenoza Ave _____
(Monument Square)

Office Use Only

Recommendation by Police Chief: Approved [Signature]
 Denied Police Chief

In Municipal Council, _____

Attest: _____
City Clerk

CITY OF HAVERHILL

978-651-3996

10

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

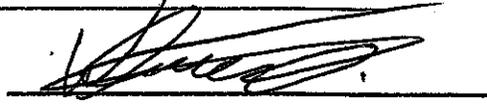
Type of license Taxi - Adding 1 new vehicle

Name of business Haverhill Taxi LLC (since 2015)

Type of business Taxi

Address of business 195 Washington St

Wisvel Joseph



PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, MAR 15 2016, 2015

OFFICE USE ONLY

RENEW

No. #

FEE 150.08

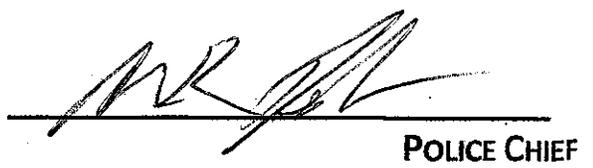
IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

APPROVED

DENIED _____

_____, CITY CLERK


POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

PLATE TYPE SPN	REGISTRATION NUMBER 104162	REGISTRATION TYPE SCHOOL PUPIL	EFFECTIVE DATE 03/04/16	EXPIRES LAST DAY OF 06 17	TRANSACTION NUMBER 01606470030121												
VEHICLE MODEL YEAR 2007	MAKE SUBA	MODEL LEGACY	BODY STYLE/TYPE WAGON	COLOR BLUE	Not valid without official signature of Registrar												
VEHICLE IDENTIFICATION NUMBER 4S4BP62C077313643		INSURANCE COMPANY SAFETY INSURANCE		TITLE NUMBER	REGISTRAR <i>Chae C. Denny</i>												
VEHICLE IDENTIFICATION ADDRESS (IF DIFFERENT)					IF VEHICLE CARRYING PASSENGERS FOR HIRE, MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED. 05												
NAME(S) OF OWNER(S) AND MAILING ADDRESS HAVERHILL TAXI LLC 195 WASHINGTON ST HAVERHILL, MA 01832-5481					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2">FEES</th></tr> <tr><td>REGISTRATION</td><td style="text-align: right;">26.50</td></tr> <tr><td>TITLE</td><td style="text-align: right;">75.00</td></tr> <tr><td>SPECIAL PLATES</td><td style="text-align: right;">0.00</td></tr> <tr><td>SALES TAX</td><td style="text-align: right;">281.25</td></tr> <tr><td>TOTAL</td><td style="text-align: right;">382.75</td></tr> </table>	FEES		REGISTRATION	26.50	TITLE	75.00	SPECIAL PLATES	0.00	SALES TAX	281.25	TOTAL	382.75
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SALES TAX	281.25																
TOTAL	382.75																

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION

The records of the RMV database constitute the official status of the vehicle registration.

<p>SPECIAL MESSAGE</p> <p>IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.</p>	<p>CHANGE OF ADDRESS</p> <p>STREET ADDRESS _____</p> <p>CITY, STATE, ZIP CODE _____</p>
---	--

Important Information for Vehicle Owners

- | | |
|--|--|
| <p>Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.</p> <p>By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.massrmv.com or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.</p> | <p>Return the registration plates to the RMV immediately if:</p> <ul style="list-style-type: none"> - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the <i>Bill of Sale, Title</i>, and completed <i>Reassignment of Title</i> for your records to document the transfer. - You move to another state and you register the vehicle in that state. - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy. |
|--|--|

Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. All of the following must be met: 1. You are at least 18 years of age and you own the motor vehicle or trailer identified on this *Registration Certificate*; 2. You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); 3. The newly acquired vehicle is of the same vehicle type (passenger vehicle to passenger vehicle, trailer to trailer, etc.); the same registration type (passenger to passenger, commercial to commercial); and has the same number of wheels; and, 4. The seller and buyer properly complete the Assignment of the Certificate of Title (for the newly acquired "used" vehicle) or Certificate of Origin (if a "new" vehicle). If all of the above are met, you may operate the newly acquired vehicle with the transferred plates up to 5:00 pm of the 7th calendar day following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you must carry the *Bill of Sale* (or the dealer's *Purchase Contract*) for the newly acquired vehicle and this *Registration Certificate* when operating the vehicle. See *FAQs About the Seven-Day Registration Transfer Law* on the RMV's website at www.massrmv.com.

No Insurance Card Required: Massachusetts's law does not require an insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this *Registration Certificate*, it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

Be first in line by going online at www.massrmv.com

- | | |
|---------------------------------|----------------------------------|
| Schedule a Road Test | Request a Duplicate Title |
| Renew Your Driver's License | Request a Duplicate Registration |
| Renew Your Registration | Change Your Address |
| Pay Citations/Court Hearing Fee | Cancel My Plate/Registration |
| Replace Your Driver's License | Order a Special Plate |

NEED TO VISIT AN RMV OFFICE?

SAVE TIME

Complete Your Application Online!

VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS



Haverhill

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

Date 4/1/16 12.1

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: George DeFelice III Signature: [Signature]

Business Name: De Felice Corporation

Business Address: 28 Silva Lane

City Dracut State MA Zip 01826

Business Phone: 978-452-6967 Fax: 978-452-6803

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

No. _____

Fee _____

Bonds on File: _____

Approved _____

Denied _____

[Signature]
City Engineer

In Municipal Council, _____ 20____

Attest:

City Clerk

(See other side)



Haverhill

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

Date 4/4/16
12.2

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: RYAN GREENWICH Signature: [Signature]
Business Name: K + R CONSTRUCTION CO
Business Address: 4 CAMPGROUND RD P.O. BOX 163
City BATFORD State MA Zip 01969
Business Phone: 978-360-0212 Fax: _____

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

No. _____
Fee 100.-
Bonds on File: ✓

Approved ✓
Denied _____

[Signature]
City Engineer

In Municipal Council, _____ 20____

Attest:

City Clerk

(See other side)



DOCUMENT

14.1

CITY OF HAVERHILL

In Municipal Council

ORDERED:

THAT the city appropriate from *Free Cash* **\$60,000.00** in order to extend the *Bradford Rail Trail*.

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

April 8, 2016

City Council President John Michitson
& Members of the City Council

RE: Bradford Rail Trail

Dear Council President and Members of the City Council:

Our Bradford rail trail is moving along very nicely. Construction has started on the first section of the trail. We are due to close next week to purchase the second section.

The railroad has just given us notice that a third section of the trail is available. We have only until April 12th to let them know if we are interested or the sale will go to someone else. I strongly recommend that we purchase this to protect our interests. Although it does not directly connect to the section we are building now, ultimately it is a critical piece for our vision of a trail that goes all the way to Groveland.

The purchase price is \$56,000. In addition, there will be closing costs and legal fees so I am recommending an appropriation of \$60,000. I recommend approval.

Very truly yours,


James J. Fiorentini
Mayor

JJF/ah



WILLIAM PILLSBURY, JR., DIRECTOR
TELEPHONE: 978-374-2344 V/TDD
FAX: 978-374-2332

**CITY OF HAVERHILL
COMMUNITY DEVELOPMENT**

CITY HALL, ROOM 309
FOUR SUMMER STREET
HAVERHILL, MA 01830-5843

TO: Mayor James J. Fiorentini
FROM: Andrew K. Herlihy, Community Development Department
DATE: April 7, 2016
RE: Possible additional purchase of Bradford Rail-Trail corridor

AH

The opportunity has arisen yet again for the City to acquire additional property that was once part of the former 'Georgetown Branch' railroad line. As you are aware, this former west-east railroad between Bradford and Georgetown has been the corridor that is being transformed into the linear park known as the Bradford Rail-Trail.

The City has purchased several sections of this officially abandoned railroad line from Pan Am Railways (previously known as Guilford and before that, B+M Railways). These sections include the so-called 'bridge-to-bridge' section along the Merrimack River opposite Downtown Haverhill currently under State construction as the Bradford Rail Trail, and more recently, the undeveloped portion extending eastward from the Basiliere Bridge through the former Taylor-Goodwin lumberyard to the Crescent Yacht Club and Washington Landing Park.

Further eastward down Railroad Street, near the former Hoyt and Worthen plant, a small section of railroad has become available. This occurred because Pan Am Railways reached a Purchase and Sale agreement with a private party to acquire for \$56,000 an 18,800 square foot corridor near the intersection of Railroad and South Grove Streets.

Governmental entities (federal, state and municipal) have the legal right to match this offer and secure the land for themselves. The State is not exercising this option but is asking if the City or other public entities are interested. The deadline to respond in April 12, 2016. Otherwise, the land will be sold to the private party.

Based on reconnaissance, planning efforts and other factors, it is recommended that the City indeed exercise its options to match this private offer and to purchase this land ourselves. This corridor would be important to either extending the Bradford Rail Trail or providing the leverage to extend the Rail-Trail on other nearby parcels.

As you are aware, officials in Groveland and Georgetown are working with the City through the Merrimack Valley Planning Commission to create a rail-trail through all three communities that would connect with the prominent 'Border-to-Boston' bike trail network being developed that would run from Salisbury to Danvers to Boston, all of which could be linked to Downtown Haverhill.

The City's challenge in extending the Rail-Trail to the Groveland Community Trail being developed lies in gaining control eastward from the Yacht Club through the residential and then industrial land past the former Haverhill Paperboard site. The City's new Waterfront Zoning Overlay district definitely helps. It should be noted that the City and/or National Grid have control of the rest of the parcels east of the Paperboard site to the Groveland line.

This proposed purchase of this corridor for \$56,000 would represent a strong strategic investment in furthering this transformative Bradford Rail-Trail project, which I believe will represent one the great open space and recreation projects in this community in this century.

We will be submitting our notification to MassDOT before the April 12 deadline, in order to give us adequate time and options.

Feel free to share this memo with members of the City Council. Thanks for your stewardship of this issue.

**THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (MASSDOT)
NOTICE OF OFFERED RAILROAD PROPERTY**

TO: Interested State and Municipal Agencies or Authorities

FROM: Tim Doherty , Director of Rail Programs -- Rail Division

DATE: March 21, 2016

File Number: 16C-1

City or Town: Haverhill

The Massachusetts Department of Transportation (MassDOT) has been offered the railroad property described on the attached "Fact Sheet" for acquisition pursuant to Massachusetts General Laws, Chapter 161C, Section 7(b). This property may be acquired on behalf of the Commonwealth by MassDOT or by any other state department, agency or authority which is designated for that purpose by MassDOT, or by any city, town or other political subdivision of the Commonwealth which is so designated by MassDOT.

Please return the enclosed "Response Sheet" by: Tuesday, April 12, 2016

Please note that the railroad is free to sell the property to a private buyer at the same terms and conditions if neither the designated party nor MassDOT has accepted the offer within ninety (90) days of the date on which MassDOT received the offer. There is no opportunity to negotiate more favorable terms or a lower price for the property. The railroad's only obligation is to offer the property at the stated price, terms and conditions for ninety days.

If your agency wishes to acquire the property, please contact MassDOT by: **Tuesday, April 12, 2016**. For more information about the property or the terms of the offer, please email Tim Doherty at timothy.doherty@state.ma.us.

MGL CHAPTER 161C-7(B) FACT SHEET

Initiated By: Tim Doherty, Director of Rail Programs -- Rail Division

File Number: 16C-1

City or Town: Haverhill

Offering Railroad: Boston and Maine Corporation

Price: \$56,000

Name of Right of Way: Georgetown Branch

Parcel is:

- Part of Former R.O.W
- Appurtenant to R.O.W
- Other

Right of Way is:

- Active
- Abandoned

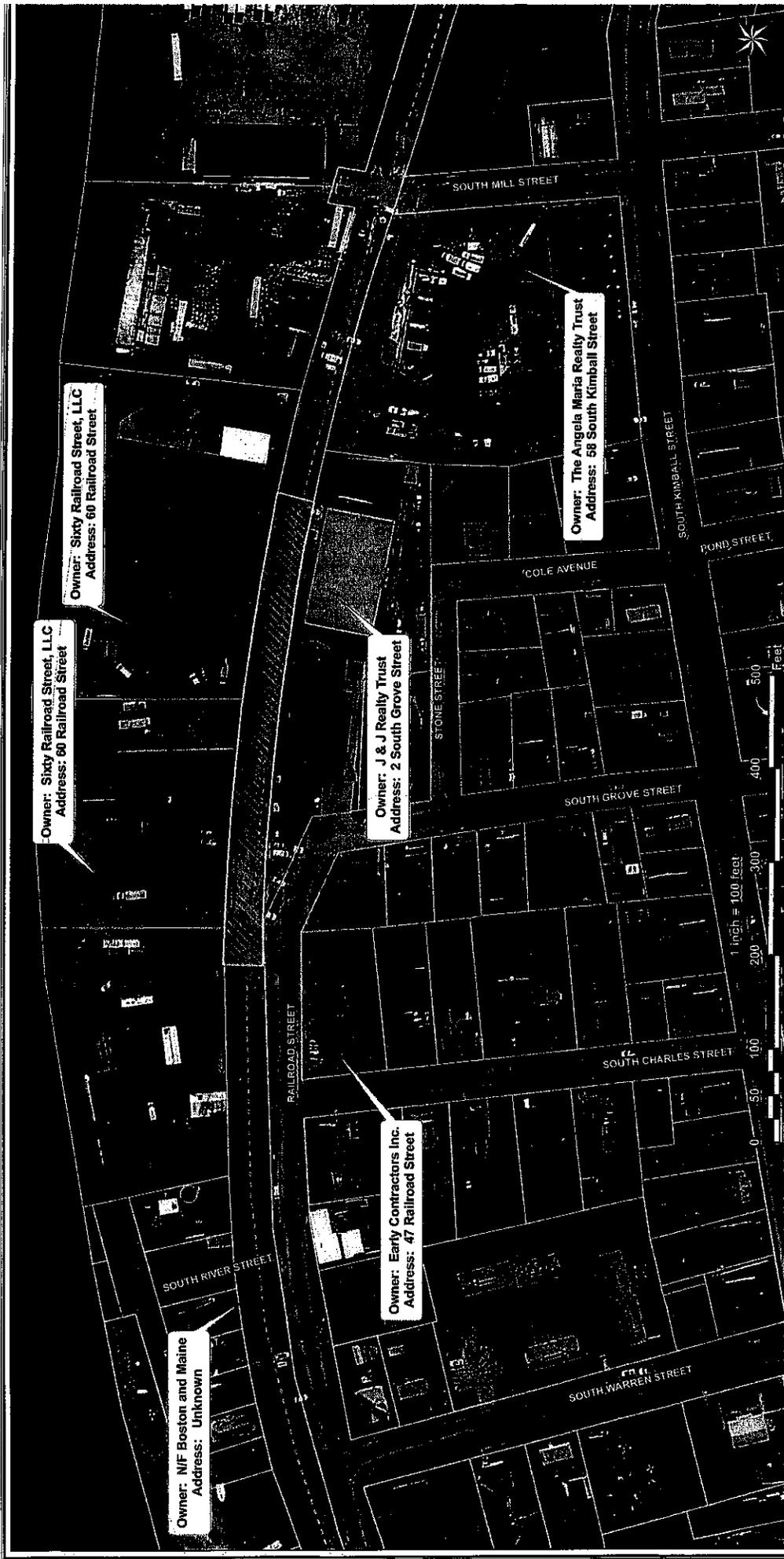
Description of Parcel: (See attached Plan)

The proposed sale is railroad property of the Boston and Maine Corporation ("B&M"). The parcel is located in Haverhill, Massachusetts. The parcel is approximately 18,800 square feet and is a section of B&M's abandoned Georgetown Branch.

POLLING RESULTS: (PENDING)

AGENCY WISHING TO PURCHASE: (PENDING)

RECOMMENDATION: (PENDING)



Owner: Sixty Railroad Street, LLC
Address: 60 Railroad Street

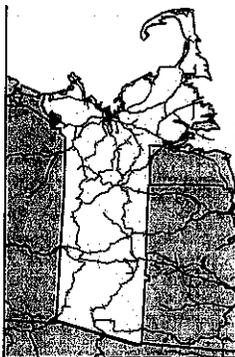
Owner: Sixty Railroad Street, LLC
Address: 60 Railroad Street

Owner: J & J Realty Trust
Address: 2 South Grove Street

Owner: The Angela Maria Realty Trust
Address: 58 South Kimball Street

Owner: Early Contractors Inc.
Address: 47 Railroad Street

Owner: N/F Boston and Maine
Address: Unknown



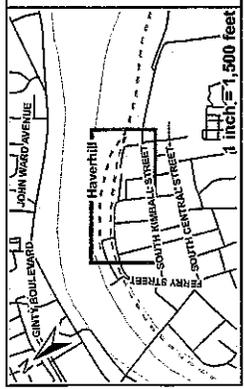
- Georgetown Branch
- Siding Centerline
- Subject Property
- Assessor's Parcel
- Town Boundary

**M.G.L. Chapter 161C Section 7(b)
File 16C-1**

Approximate Location of Subject Property
Haverhill, Massachusetts

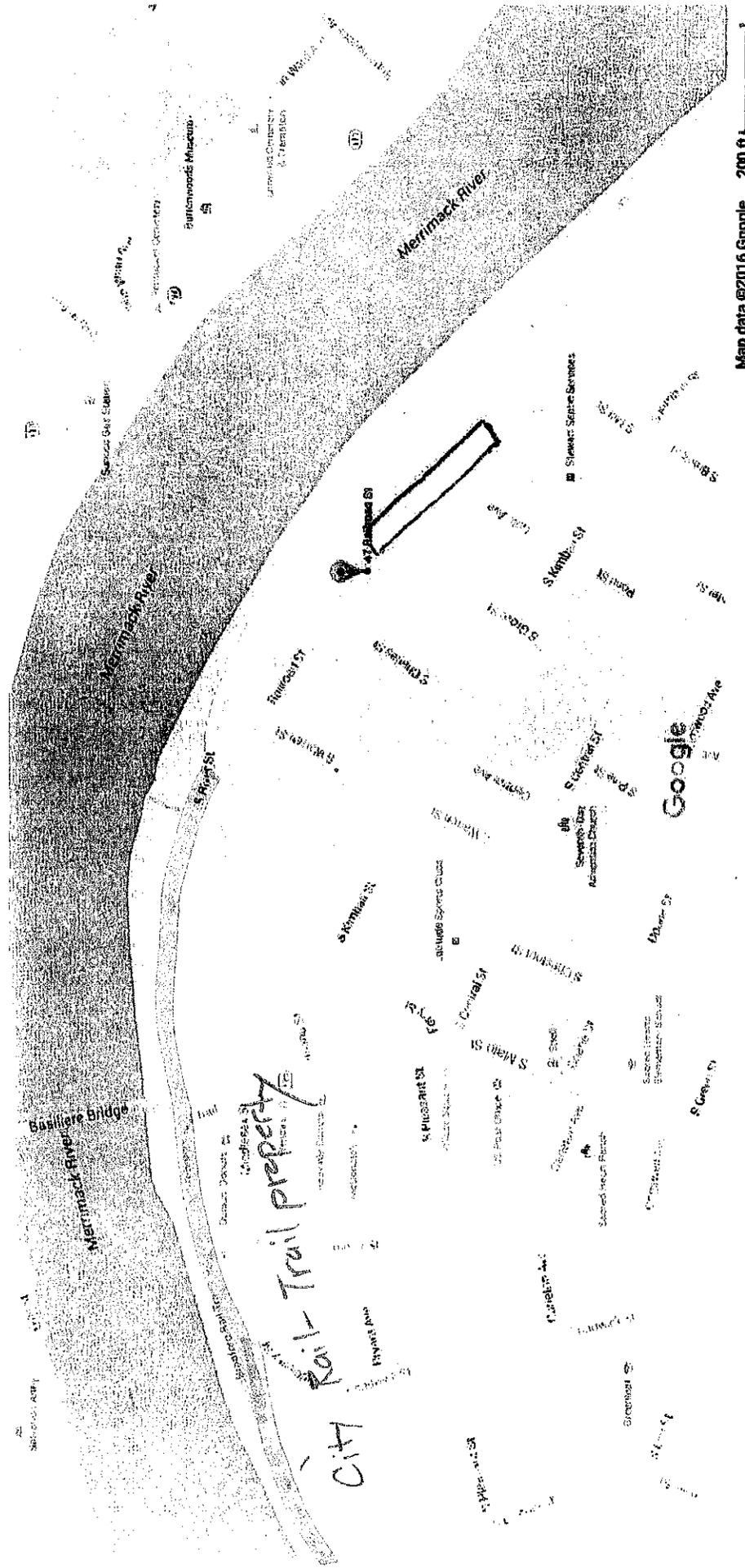


For Planning Purposes Only



Source Date Provided by: Town Boundaries (MassGIS 2014), Ortho Imagery (AcGIS 2014)
Prepared for: MassDOT by: APN
Date: March 15, 2016

Google Maps 47 Railroad St



Google Maps

Map data ©2016 Google 200 ft



PAN AM SYSTEMS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862-1681
(978) 663-6949

February 11, 2016

RETURN RECEIPT REQUESTED
CERTIFIED MAIL
7014 2120 0000 5827 1345

Stephanie Pollack, Secretary & CEO
Massachusetts Department of Transportation
10 Park Plaza - Suite 4160
Boston, MA 02116-3969

Re: Sale of Railroad Property in Haverhill, Massachusetts

Dear Ms. Pollack:

Pursuant to Massachusetts General Laws, Chapter 161C, Section 7(b), we hereby notify you of a proposed sale of Boston and Maine Corporation property for the amount of \$56,000.00. The subject property is located in Haverhill, Massachusetts, contains an area of approximately 18,800 square feet, and is shown outlined in yellow on the attached plan.

We hereby offer the subject parcel of land to the Commonwealth of Massachusetts as provided in said Section 7(b) and enclose two (2) original Purchase and Sale Agreements relative to the subject property.

Sincerely,
PAN AM SYSTEMS, INC.

By: 
Philip D. Kingman, Sr. Vice President
Real Estate & Development

Enclosures
cc: Tim Doherty, Director of Rail Programs



The Commonwealth of Massachusetts

Executive Office of Transportation & Construction
Office of the Secretary

OFFER OF RAILROAD PROPERTY PURSUANT TO M.G.L. 161C

Please complete the following questionnaire so that your offer may be processed promptly.
If a question does not apply, state N/A.

1. Offering Railroad BOSTON AND MAINE CORP
2. City or town of offered parcel HAVERTHILL
3. Purchase price \$56,000.00
4. Is the parcel part of the right-of-way? Y Adjacent to the ROW?
5. Is the ROW abandoned? Y If yes, when? 2007 How much of the line is abandoned? ALL
6. Is the track structure in place? YES
7. Is the ROW active? NO
8. What is the branch name of ROW? GEORGETOWN BRANCH
9. What are the beginning and ending towns through which this ROW runs in Mass.?
HAVERTHILL - GEORGE TOWN
10. If the ROW is a spur, with what main line does it connect and where?
11. Who is the current owner of the ROW? BOSTON AND MAINE CORP
12. What is the parcel size? 18,800 SQ. FT.

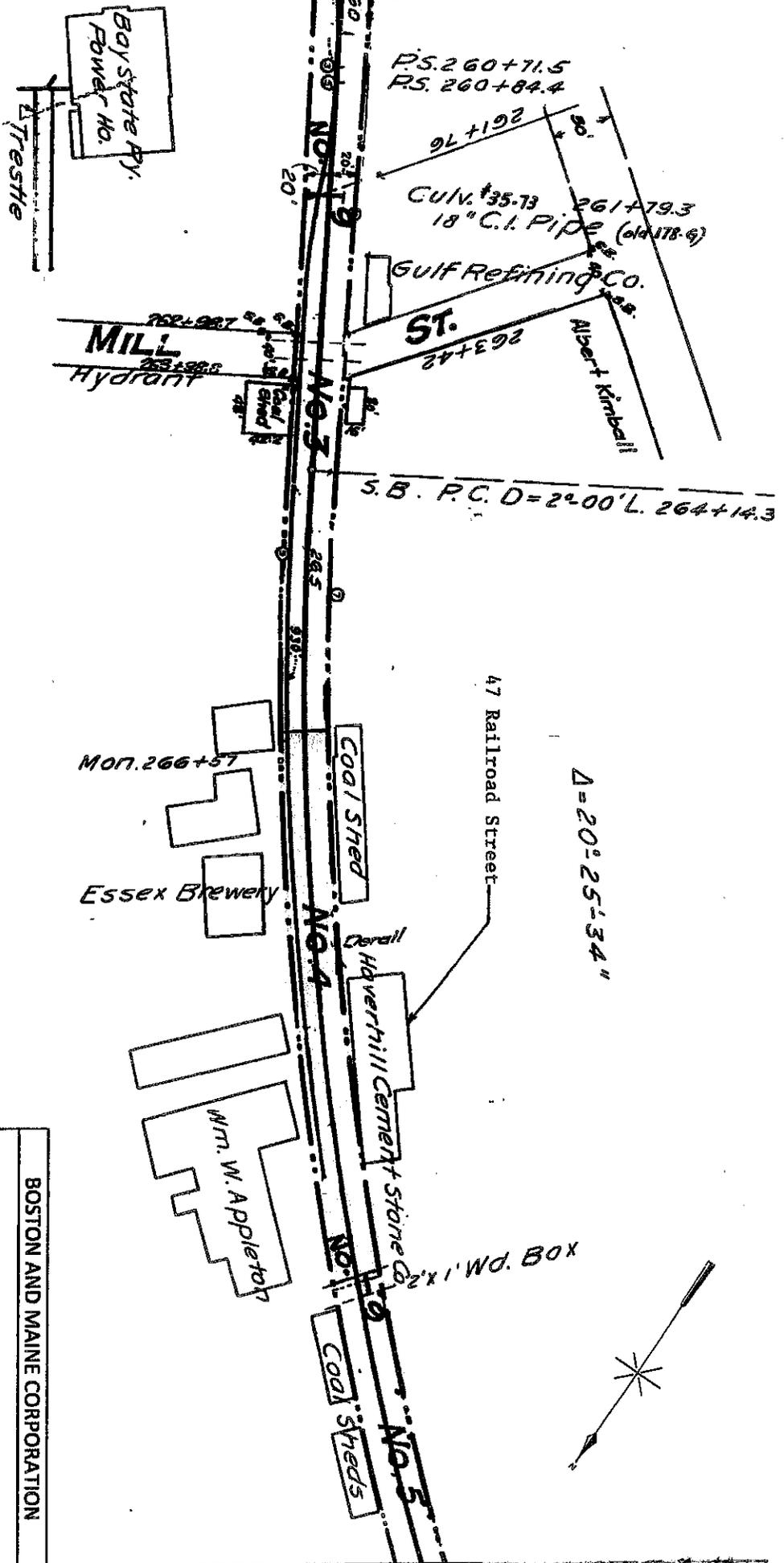
13. If the parcel is part of the ROW, what is the length to be sold? 500' +/-

14. If the parcel is adjacent to the ROW, what is the distance of the parcel from the centerline? N/A

15. What is the zoning of the parcel? N/A

16. What is the intended use of the parcel? N/A

Additional comments:



BOSTON AND MAINE CORPORATION	
LAND SALE PLAN HAVERHILL, MA	
LINE: GEORGETOWN BRANCH	MILEPOST:
V.S. 2, MAP 30B	DATE: 11/23/2015
SCALE: 1"=100'	

Sample / Draft

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made as of this _____ day of _____, 2016 by and between the **BOSTON AND MAINE CORPORATION**, a Delaware corporation with a place of business at Iron Horse Park, North Billerica, Massachusetts (the "Seller") and the party hereinafter identified in Paragraph 1(b) (the "Buyer").

WITNESSETH:

1. The following terms shall have the meanings specified whenever used in this Agreement:

(a) **SELLER:**

Boston and Maine Corporation
c/o Pan Am Systems, Inc.
Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Philip D. Kingman, Sr. Vice President
Real Estate and Development

Send a copy of any notice to:

Boston and Maine Corporation
c/o Pan Am Systems, Inc.
Iron Horse Park
North Billerica, Massachusetts 01862
Attn: Michael Twidle, Assistant to the Vice President - Real Estate

(b)

BUYER:

Massachusetts Department of Transportation
10 Park Plaza - Suite 4160
Boston, Massachusetts 02116-3969
Attn: Stephanie Pollack, Secretary & CEO

← or other governmental agency
(i.e. City)

- (c) **PREMISES:** Approximately 18,800 square feet of land, located in Haverhill, Massachusetts as more particularly shown on the sketch attached to this agreement and marked "Exhibit A".
- (d) **PURCHASE PRICE:** The agreed purchase price is Fifty-Six Thousand and 00/100 Dollars (\$56,000.00).
- (e) **DEPOSIT:** Five Thousand Six Hundred and 00/100 Dollars (\$5,600.00)
- (f) **CLOSING DATE:** May 27, 2016
- (g) **EXHIBITS:** The following exhibits are hereby incorporated by this reference into this Agreement:
 - (i) Exhibit "A": A plan of the Premises entitled: "Boston and Maine Corporation, Land Sale Plan, Haverhill, MA, Line: Georgetown Branch, V.S. 2, Map 30B, Milepost:, Scale: 1"=100', Date: 11/23/2015"
 - (ii) Exhibit "B": Deed.
 - (iii) Exhibit "C": Plan Specifications.

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

3. **TITLE.** The Premises shall be conveyed by a release deed running to the Buyer in a form substantially identical to that annexed hereto and marked Exhibit "B" (the "Deed"). The Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the following:

- (a) Provisions of existing building, land use, subdivision control and zoning laws;
- (b) Such real property taxes for the then current tax year as are not yet due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Such agreements, leases, licenses, easements, restrictions and encumbrances, if any, as may appear of record, or otherwise; and

(e) The provisions, conditions and covenants set forth in the Deed and hereby expressly incorporated by reference. The Buyer agrees to signify acceptance of such provisions, conditions and covenants contained in the Deed by executing the Deed at closing.

4. **DEED PLAN.** The Seller's obligations under this Agreement are conditioned upon the Buyer furnishing the following items to the Seller no later than ten (10) days prior to the Closing Date:

(a) A satisfactory linen or mylar deed plan of the Premises (the "Plan") which: (i) is prepared by a registered land surveyor, (ii) is suitable in all respects for recording at the local registry of deeds, (iii) contains a certification by said registered land surveyor as to the actual land area comprising the Premises, (iv) conforms to the requirements set forth in Exhibit "C", and (v) contains such other information as the Seller may reasonably require; and

(b) A description of the Premises by metes and bounds, consistent with and referring to the Plan, which description shall be attached to and become the Exhibit "A" referred to in the Deed.

The Seller agrees to reasonably cooperate with the Buyer or the Buyer's agents to furnish the information necessary for the Buyer to complete the Plan.

The Buyer agrees to indemnify the Seller for all loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising in any way out of the presence or activities upon the Premises by the Buyer, said registered land surveyor or the agents, servants, employees or contractors or any of them, whether such loss, cost, damage or expense is incurred by the Seller, the Buyer, said registered land surveyor, or the agents, servants, employees or contractors of the same, or by others.

5. **ADJUSTMENTS TO PURCHASE PRICE.** Water rates, rents, real estate and other property taxes and sewer charges (collectively, the "Taxes") shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Buyer. If the amount of Taxes is not known at the Closing Date, they shall be apportioned on the basis of the Taxes for the applicable preceding period and reapportioned as soon as verified current information can be obtained. The latter provision shall survive the delivery of the Deed.

6. **FEEES, COSTS, AND TRANSFER TAXES.** The Buyer agrees to pay all recording fees and real estate transfer taxes of any description imposed on either the Buyer or Seller on account of this transaction by any government or governmental authority.

7. **CLOSING.** The Deed shall be delivered and the Purchase Price less the Deposit shall be paid by certified or bank cashier's check (and not otherwise) at Iron Horse Park, North Billerica, Massachusetts at 10 o'clock a.m. on the Closing Date, unless the parties otherwise agree beforehand in writing. It is agreed that time is of the essence in all respects to this transaction.

8. **POSSESSION.** The Seller shall deliver possession of the Premises to the Buyer on the Closing Date, subject only to the provisions of Paragraph 3 hereof, the Premises then being in the same condition as they now are, reasonable wear and tear excepted.

9. **SELLER'S DEFAULT.** In the event that the Seller is unable to give title or make conveyance of the Premises to the Buyer in accordance with the terms of this Agreement for any reason, then any payments made by the Buyer to the Seller shall be refunded, the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

10. **REMOVAL OF ENCUMBRANCES.** The Seller may use the Purchase Price paid by the Buyer at the time of the delivery of the Deed, or any portion thereof, to clear the title of any mortgage or other title encumbrance not in accordance with the terms hereof, provided that any instrument so procured is recorded as soon as reasonably practical after the delivery of the Deed.

11. **ACCEPTANCE OF DEED.** The Buyer's acceptance of the Deed shall be deemed to be a full performance and discharge of every agreement or obligation of the Seller herein contained, except for such as are, by the terms hereof, to be performed after the delivery of the Deed.

12. **BROKER.** The parties represent and warrant to each other that neither has dealt with any broker in respect to this transaction or the Premises. The Buyer and Seller each agree to indemnify and hold harmless the other party from and against all other claims for brokerage or commission on account of this transaction.

13. **DEPOSIT.** The Deposit shall be held by the Seller subject to the terms of this Agreement and shall be duly accounted for at the time of delivery of the Deed. The parties agree that the Deposit shall not bear interest.

14. **WARRANTIES.** The Buyer acknowledges that the Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. The Buyer hereby expressly waives any claims against the Seller for any matters of public record or matters which a physical inspection of the Premises would reveal. This paragraph shall survive the delivery of the Deed.

15. **BUYER'S DEFAULT.** In the event the Buyer fails to fulfill any one or more of the Buyer's performances under this Agreement, the Seller shall retain the Deposit as liquidated damages. The parties expressly acknowledge that the Seller's damages owing to the Buyer's default hereunder are difficult to ascertain and agree that the Deposit represents a reasonable estimate of the Seller's damages.

16. **APPROVALS, RELEASES.** The Seller's obligations under this Agreement are conditioned upon the Seller obtaining any necessary releases, approvals or permits required for the sale of the Premises by the Seller from any state or federal government or governmental authority having jurisdiction over the Premises, including but not limited to M.G.L. A. 161C Section 7. Except for those permits required under M.G.L. A. 161 Section 7, Buyer shall reimburse Seller for all costs to Seller related to or concerning any such permits. The Seller agrees to proceed with reasonable diligence to obtain any such approvals. In no event, however, shall the Seller be required to obtain subdivision approval from any governmental authority. If subdivision approval is required by applicable law, the Buyer shall obtain it or shall indemnify the Seller from all loss, cost, damage, and expense arising in any way out of the conveyance of the Premises without first having obtained the same. In the event that the Commonwealth of Massachusetts or its designee exercise the option to purchase the Premises pursuant to M.G.L. A. 161C Section 7 by accepting in writing the offer tendered by the Railroad pursuant to M.G.L. A. 161C Section 7 within ninety (90) days of the date the offer is made to the Commonwealth, this agreement becomes null and void, and all deposits paid by the Buyer shall be refunded, and the parties shall have no further recourse hereto.

17. **HAZARDOUS WASTE.** The Buyer hereby agrees to indemnify, defend and hold the Seller, its successors, assigns, affiliates, officers, employees, agents, shareholders, and directors harmless from and against all loss, liability, damage, cost, and expense (including reasonable attorneys' fees and expenses) occasioned by any claims, suits, and/or enforcement actions, including any administrative or judicial proceedings and any remedial, removal, or response actions ever asserted, threatened, instituted, or requested by any person (including any government agency) on account of: (a) any release of any pollutants regulated by law or of oil or hazardous materials (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601, et seq. or any applicable state law) on, upon, or into the Premises; and (b) any and all damage to real or personal property of any description, natural resources, and/or harm to persons alleged to have resulted from such release of such pollutants or oil or hazardous materials upon the Premises. This provision shall survive the delivery of the Deed.

18. **NOTICES.** Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of receipt to the sender, at the address set forth in paragraph 1 of this Agreement. Either

party may change the address at which notices are to be received by notice given as set forth above.

19. **CONFIDENTIALITY.** The Buyer agrees and acknowledges that Information (hereinafter defined) concerning the Premises obtained by the Buyer in connection with the transaction contemplated in this Agreement (the "Transaction") is unique and confidential to the Seller. If the Transaction does not take place, for any reason whatsoever (including, but not limited to, breach of this Agreement by either party), the Buyer agrees, in addition to the provisions of paragraph 15 hereof, to turn over to the Seller all (i) plans, (ii) surveys, (iii) reports, (iv) site assessment and environmental reports of any description, (v) soil, vegetation, water, air and other samplings collected at the Premises and the fruits of any research, testing, experimentation or study conducted with the same, and (vi) all plans or other information or documents furnished by the Seller to the Buyer (collectively, the "Information"). Furthermore, in the event the Transaction does not take place, the Buyer warrants to the Seller that all Information has been paid for and is free of any and all liens, and that the Buyer, its officers, agents, employees, directors, shareholders and affiliates shall not disclose the Information to any person, entity or government. The Buyer acknowledges and agrees that the Seller may, in addition to all other remedies available to it, obtain injunctive relief against the Buyer for any breach or threatened breach of the provisions of this paragraph.

20. **RECORDING.** The parties agree that neither this Agreement nor any memorandum thereof shall be recorded at the registry of deeds and that any such recording by the Buyer shall constitute a default by Buyer.

21. **AUTHORITY OF SIGNATORY.** If the Buyer executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the Seller that he is authorized to execute, acknowledge and deliver this Agreement on behalf of the Buyer and to thereby bind the Buyer to the same. This warranty shall survive the delivery of the Deed.

22. **ASSIGNMENT.** The Buyer may not assign this Agreement, or any interest herein, without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

23. **SEVERABILITY.** If any term of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. **NO WAIVER.** No delay or omission on the part of the Seller in exercising its rights under this Agreement shall constitute a waiver of such right or any other right under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Premises lie.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by all parties.

27. **SECTION HEADINGS.** The section headings contained in the Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

28. **MISCELLANEOUS.** This Agreement shall take effect as a sealed instrument and be binding upon and inure to the benefit of the parties and their respective successors, heirs, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two counterparts, effective as of the day and year first above written.

**SELLER:
BOSTON AND MAINE CORPORATION**

Witness

By: _____
David A. Fink, President

**BUYER:
MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

Witness

By: _____
Stephanie Pollack, Secretary & CEO



DOCUMENT

14.2

CITY OF HAVERHILL

In Municipal Council

ORDERED:

THAT the city appropriate from *Free Cash* **\$37,500.00** and transfer to Police Department Capital Project for Building Repairs to fund the Gale Associates Inc. contract

Invoice

GALE ASSOCIATES, INC.
163 LIBBEY PARKWAY
P.O. BOX 890189
WEYMOUTH, MA 02189
Phone: (781) 335-6465 Fax: (781) 335-6467



March 9, 2016
Project No: 827002
Invoice No. 1602360

CITY OF HAVERHILL POLICE DEPARTMENT
ATTN: PAT NOONAN
40 BAILEY BOULEVARD
HAVERHILL, MA 01830

Project 827002 HAVERHILL POLICE DEPT WALL/WINDOW REPAIR
PARTIAL WINDOW REPLACEMENT AND MASONRY REPAIRS - HAVERHILL POLICE DEPARTMENT - HAVERHILL, MA

SUBMIT 95% DOCUMENTS

Professional Services from January 31, 2016 to February 27, 2016

Fee

Billing Phase	Fee	% Complete	Total Earned	Previously Billed	Current Billing
FOLLOW-UP FIELD INSPECTION	1,200.00	100.00	1,200.00	0.00	1,200.00
DESIGN DEVELOPMENT	10,000.00	90.00	9,000.00	1,000.00	8,000.00
BID PHASE	4,300.00	0.00	0.00	0.00	0.00
CONSTRUCTION PERIOD SERVICES	18,200.00	0.00	0.00	0.00	0.00
PROJECT CLOSE-OUT	3,800.00	0.00	0.00	0.00	0.00
Total Fee	37,500.00		10,200.00	1,000.00	9,200.00
	Total Fee				9,200.00
			Total this Invoice		\$9,200.00

Outstanding Invoices

Number	Date	Balance
1512230	1/12/2016	1,000.00
Total		1,000.00

Approved By:



Invoice

GALE ASSOCIATES, INC.
163 LIBBEY PARKWAY
P.O. BOX 890189
WEYMOUTH, MA 02189
Phone: (781) 335-6465 Fax: (781) 335-6467

January 12, 2016
Project No: 827002
Invoice No. 1512230

CITY OF HAVERHILL POLICE DEPARTMENT
ATTN: PAT NOONAN
40 BAILEY BOULEVARD
HAVERHILL, MA 01830

Project 827002 HAVERHILL POLICE DEPT WALL/WINDOW REPAIR
PARTIAL WINDOW REPLACEMENT AND MASONRY REPAIRS - HAVERHILL POLICE DEPARTMENT - HAVERHILL, MA

INITIATE AUTOCAD DRAWINGS FOR FOLLOW-UP FIELD WORK

Professional Services from November 29, 2015 to January 2, 2016
Fee

Billing Phase	Fee	% Complete	Total Earned	Previously Billed	Current Billing
FOLLOW-UP FIELD INSPECTION	1,200.00	0.00	0.00	0.00	0.00
DESIGN DEVELOPMENT	10,000.00	10.00	1,000.00	0.00	1,000.00
BID PHASE	4,300.00	0.00	0.00	0.00	0.00
CONSTRUCTION PERIOD SERVICES	18,200.00	0.00	0.00	0.00	0.00
PROJECT CLOSE-OUT	3,800.00	0.00	0.00	0.00	0.00
Total Fee	37,500.00		1,000.00	0.00	1,000.00
	Total Fee				1,000.00
			Total this Invoice		\$1,000.00

Approved By: *Bruce P. White*

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

April 8, 2016

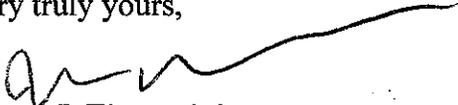
City Council President John Michitson
& Members of the City Council

RE: Transfer

Dear Council President and Members of the City Council:

Attached is a transfer from free cash to Police Department Capital Project for Building Repairs to fund the Gale Assoc. contract. This contract is for design and engineering services related to the window replacement at the Police Station from water damage.

Very truly yours,


James J. Fiorentini
Mayor

JJF/ah



CITY OF HAVERHILL
ASSESSORS OFFICE – ROOM 115
Phone: 978-374-2316 Fax: 978-374-2319
Assessors@cityofhaverhill.com

12.1

April 4, 2016

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

In accordance with Municipal Ordinance, Chapter 7, entitled "Assessor" as follows:

The Board of Assessors shall file monthly with the City Council a copy of the report submitted to the Auditor showing a summary of the above abated amounts for that month.

Attached herewith is the report for the month of March as filed in the Assessors Office.

Very truly yours,

Stephen C. Gullo, MAA
Assessor

Day	2016 MVE	2015 MVE	2014 MVE	2016 REAL ESTATE	2015 REAL ESTATE	2016 BOAT	2013 MVE	2016 PERSONAL PROPERTY	2015 PERSONAL PROP	2013 MVE CANCEL	2005 MVE UNCOL	2006 MVE UNCOL	2007 MVE UNCOL	2003 UNCL PERS. PROP.	1999 UNCL PERS. PROP.
1															
2	#2867-8419.53			#2974-4016.67											
3	#12984-9322.26			#12990-900.00											
4	#13017-160.00	#13018-240.00		#13014-400.00											
5															
6	#13031-3706.39														
7	#13049-2290.83			#13044-600.00											
8	#13063-9287.49			#13060-109.06											
9	#13089-4164.02			#13085-400.00											
10	#13103-4116.65			#13095-400.00											
11															
12															
13															
14	#13138-5763.40			#13133-1000.00											
15	#13163-2064.46														
16	#13198-889-13702.56	#13197-16.75		#13173-1890.10											
17															
18															
19															
20		#13208-4163.84													
21															
22	#13229-5937.79														
23			#13248-741.36												
24															
25	#13276-4020.30														
26															
27															
28	#13309-2211.43	#13293-132.90													
29															
30															
31				#13336-250.37											
Refunds															
Rec. by															
Collector															
Totals	74,806.11	4,575.56	741.36	9,636.20			1,351.78								

March 1, 2018

To the Auditor of Accounts:
 This is to certify that abatement as shown above, amounting in the aggregate
 have been CANCELLATION ABATEMENT ABATEMENT

Ninety One Thousand Three Hundred Eleven Dollars & 04/100

BOARD OF ASSESSORS

By: 
 Chairperson

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN
WILLIAM J. MACEK
THOMAS J. SULLIVAN



18.1

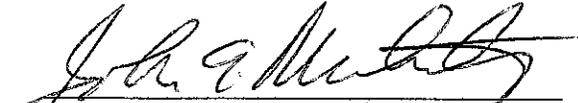
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

April 5, 2016

Members of the City Council:

President Michitson wishes to submit a petition from residents of Burnham Street requesting to have Burnham Street made a one-way coming in from Groveland Street onto Burnham Street.



Council President John A. Michitson

From: Luanne Little
Sent: Tuesday, April 05, 2016 8:48 AM
To: William Pillsbury (WPillsbury@cityofhaverhill.com)
Cc: Michitson@mitre.org; 'mayor@cityofhaverhill.com'
Subject: Emailing: SIGNATURES-BURNHAM ST

Attached are the signatures from the residents of Burnham Street. Burnham Street is already a cut thru for traffic coming and going from the Riverside plaza with cars speeding in from Lincoln Ave. The entrance is so wide no one has to come to a complete stop to make the turn. We also feel that SOME OF THE TRASH being dumped on our Street might be reduced if it could become a one way.

We are requesting that Burnham Street be a one-way coming in from Groveland Street onto Burnham Street with a DO NOT ENTER from Lincoln Ave. onto Burnham Street with the entrance closed up to a normal size Street exit.

Please forward these signatures to the correct department if not already included in above.

We would appreciate your response to this request.

Respectfully,

Luanne Little

Your message is ready to be sent with the following file or link attachments:

SIGNATURES-BURNHAM ST

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

I am a resident of Burnham Street and am concerned about the added traffic coming onto Burnham Street due to the construction of a fast food chain, Burger King.

Although I would prefer not to have a fast food chain going into this neighborhood, I am in favor of the proposal to make Burnham Street a one-way coming from Groveland Street up to and exiting out onto Lincoln Ave.

Name: Robert Bortin

Address: 10 Burnham St.

Address: Haverhill Ma 01830

Contact Number: 978 373-5414

E-mail address: RFB8857@hotmail.com

I am a resident of Burnham Street and am concerned about the added traffic coming onto Burnham Street due to the construction of a fast food chain, Burger King.

Although I would prefer not to have a fast food chain going into this neighborhood, I am in favor of the proposal to make Burnham Street a one-way coming from Groveland Street up to and exiting out onto Lincoln Ave.

Name: Eleanor & Stanley Williams

Address: 2 Burnham St.

Address: Haverhill, Ms.

Contact Number: 978-372-2654

E-mail address: _____

I am a resident of Burnham Street and am concerned about the added traffic coming onto Burnham Street due to the construction of a fast food chain, Burger King.

Although I would prefer not to have a fast food chain going into this neighborhood, I am in favor of the proposal to make Burnham Street a one-way coming from Groveland Street up to and exiting out onto Lincoln Ave.

Name: Chad Barnaby Michael Barnaby

Address: 9 Burnham Av

Address: Shirley

Contact Number: 978-837-9094

E-mail address: C.BARNABY517@hotmail.com

I am a resident of Burnham Street and am concerned about the added traffic coming onto Burnham Street due to the construction of a fast food chain, Burger King.

Although I would prefer not to have a fast food chain going into this neighborhood, I am in favor of the proposal to make Burnham Street a one-way coming from Groveland Street up to and exiting out onto Lincoln Ave.

Name: Sarah Crane & Dianna Crane

Address: 20 Burnham St.

Address: Haverhill, MA 01830

Contact Number: 978-372-4298

E-mail address: _____

I am a resident of Burnham Street and am concerned about the added traffic coming onto Burnham Street due to the construction of a fast food chain, Burger King.

Although I would prefer not to have a fast food chain going into this neighborhood, I am in favor of the proposal to make Burnham Street a one-way coming from Groveland Street up to and exiting out onto Lincoln Ave.

Name: Denise + Roberta Ruszkowski

Address: 19 Burnham St.

Address: Haverhill MA 01830

Contact Number: 978-457-5878

E-mail address: Nesie4@comcast.net

I am a resident of Burnham Street and am concerned about the added traffic coming onto Burnham Street due to the construction of a fast food chain, Burger King.

Although I would prefer not to have a fast food chain going into this neighborhood, I am in favor of the proposal to make Burnham Street a one-way coming from Groveland Street up to and exiting out onto Lincoln Ave.

Name: Karen DeColst

Address: 25 Burnham St.

Address: Naverhill MA

Contact Number: 978-490-0957

E-mail address: karen and billy@comcast.net

I am a resident of Burnham Street and am concerned about the added traffic coming onto Burnham Street due to the construction of a fast food chain, Burger King.

Although I would prefer not to have a fast food chain going into this neighborhood, I am in favor of the proposal to make Burnham Street a one-way coming from Groveland Street up to and exiting out onto Lincoln Ave.

Name: Helen Lane David F. Lane

Address: 6 Burnham St 6 Burnham St.

Address: _____

Contact Number: 978-37-33176

E-mail address: _____

I am a resident of Burnham Street and am concerned about the added traffic coming onto Burnham Street due to the construction of a fast food chain, Burger King.

Although I would prefer not to have a fast food chain going into this neighborhood, I am in favor of the proposal to make Burnham Street a one-way coming from Groveland Street up to and exiting out onto Lincoln Ave.

Name: B. Nancy Pearl

Address: 16 Burnham St

Address: Haverhill MA 01830

Contact Number: 978-521-8815

E-mail address: _____

I am a resident of Burnham Street and am concerned about the added traffic coming onto Burnham Street due to the construction of a fast food chain, Burger King.

Although I would prefer not to have a fast food chain going into this neighborhood, I am in favor of the proposal to make Burnham Street a one-way coming from Groveland Street up to and exiting out onto Lincoln Ave.

Name: Shuanne Little Shuanne Little
Address: 15 Burnham St
Address: Haverhill MA 01830
Contact Number: 978-884-3427
E-mail address: Little@mvalleycorp.com

19.1

PROCLAMATION

WHEREAS: The citizens of Haverhill value their health and mental health and that of their families, therefore, they are proud to support observances such as Children's Mental Health Week; and

WHEREAS: One in five children has a diagnosable mental health disorder and one-half of all lifetime instances of mental illness begin before age 14; and even some children and youth with the most intense needs and some who are insured may not receive services; and

WHEREAS: Children and youth with mental health needs in elementary, middle and high school are more likely to be bullied, absent, suspended, expelled or fail to graduate; and

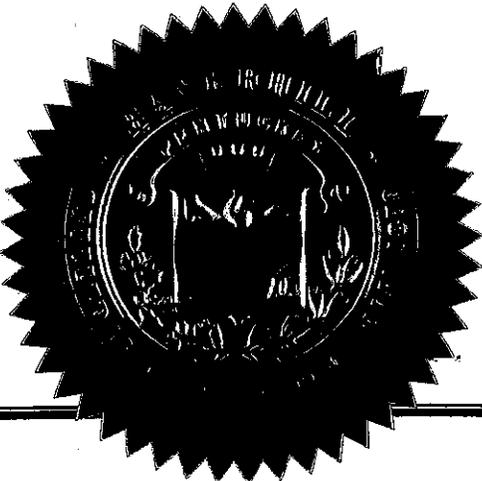
WHEREAS: Learning to recognize the early warning signs of mental health needs and where to obtain the necessary support, assistance and treatment gives children and youth better opportunities to lead full and productive lives; and

WHEREAS: Our nation's future depends on the health and well-being of its families and their children; and

WHEREAS: Children's Mental Health Week was developed by families of children with emotional, behavioral and mental health needs, to focus on the needs of their children and families; in celebrating this year's theme: "Healthy Families, Resilient Children: Mental Health is a Family Affair" it is fitting to increase public awareness among all Haverhill citizens of this important issue;

NOW, THEREFORE, I, James J. Fiorentini, Mayor of the City of Haverhill, do hereby proclaim the week of May 1 – 7, 2016 as

CHILDREN'S MENTAL HEALTH AWARENESS WEEK



IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the City of Haverhill to be affixed this 22nd day of April in the year of our Lord two thousand and sixteen


MAYOR JAMES J. FIORENTINI

CITY COUNCIL

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PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN
WILLIAM J. MACEK
THOMAS J. SULLIVAN



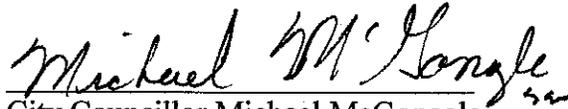
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

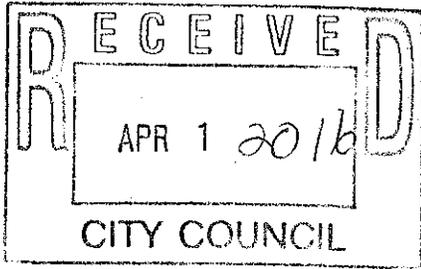
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citycncl@cityofhaverhill.com

April 7, 2016

Mr. President and Members of the City Council:

Councillor Michael McGonagle would like to submit the recommendations of the Traffic & Safety Committee held on March 30, 2016.


City Councillor Michael McGonagle



**Haverhill
POLICE DEPARTMENT**

40 Bailey Blvd.

Haverhill, Massachusetts 01830

**Alan R. DeNaro
Chief of Police**

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

April 1, 2016

Council President John Michitson
Members of the Haverhill City Council
4 Summer Street – Room 204
Haverhill, MA 01830

Re: Traffic & Safety Committee Meeting – March 30, 2016

Dear President Michitson & Councilors:

The Traffic and Safety Committee held a meeting on Wednesday, March 30, 2016. During the meeting it was determined that the following recommendations would be made to the City Council for consideration.

1. Discussion regarding making Jordan Street a one way. After a lengthy discussion in reference to other streets in the area also wanting their streets to become one way it was determined that, for the time being, it is recommended that a letter be sent to the Mayor to authorize Mr. John Pettis, the City Engineer to send a letter to the State for truck exclusion. It is also recommended that the Safety Officer perform some traffic counts on the other streets in the area, i.e. Spruce etc. It should also be noted that there will be more enforcement done.
2. Discussion regarding the traffic lights at the intersection of Emerson Street and Bailey Boulevard. After a discussion it was determined that there are conduits collapsed and has had a bad detection for years. It is being looked into for single camera detection. When the quote becomes available Chief DeNaro will send it to Councilor Mary Ellen Daley O'Brien.
3. Discussion regarding Golden Hill Avenue. After discussion it was determined that the Highway Department is working on signage for all school zones. Officer will continue with speed enforcement in the area.
4. Discussion regarding Cogswell Avenue. After a discussion it was determined that the recommendation is that the seasonal ordinance in place be deleted and an ordinance be created for no parking on the north side of Cogswell Avenue. It is also recommended that signs be posted no parking here to corner on both sides of the street.
5. Discussion regarding speed signs. During a discussion it was asked if when the signs go up to tell you how fast you're going, can a sign be put below this speed sign indicating what the speed limit should be? It was noted that there is unmarked cruisers out there enforcing the speed limit all over the city. Concern was brought up about speeding cars going into New Hampshire and coming out of New Hampshire. It was noted that Capt. Parolisi will speak to the Chief in Plaistow and see if they can coordinate enforcement on their side and us on our side.

Meeting adjourned.

Sincerely,

Alan R. DeNaro
Chief of Police

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MINUTES OF THE ADMINISTRATION AND FINANCE COMMITTEE
MEETING HELD ON APRIL 6, 2016

An Administration and Finance Committee Meeting was held on Wednesday, April 6, 2016 at 7:00P.M. in the City Council office, Room 204.

Committee Members: Committee Chairperson Colin LePage, Council Vice President Melinda Barrett, Councillor William Macek
Absent - Councillor Mary Ellen Daly O'Brien
Council President John Michitson also attended.

Department Heads: Gregg Roberts and Michael Lavoie Haverhill Fire Dept.

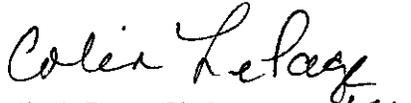
Attendees: Richard Boyle, David Santana and Amy Sullivan - National Grid; Jane Lyman - Comcast; Stephanie Lee - Verizon; Kim Dandurant

The following item was discussed:

1.) **Doc. 38-F** – Communication from Councillors Barrett and LePage requesting to discuss double poles in the City; *The Committee received double pole reports provided by both the Haverhill Fire Dept. (HFD) and Verizon on behalf of the utilities. Upon comparison of the two reports, it was identified that the HFD report listed only 289 double poles compared to 469 double poles listed in the Verizon report. Amy Sullivan of National Grid explained that the discrepancy was due to the list that the HFD provided would only contain poles that carried the fire alarm wires. She also informed that there are approximately 9,200 poles in the City and that the preferred business practice would be to not allow more than 2% of that number to be classified as double poles (184 poles). There was a lengthy review and discussion of the complete report provided by Verizon which is derived from the National Joint Utilities Notification System (NJUNS) database. The Committee was informed of the order in which the utilities transfer their wires; first, National Grid, then HFD, Comcast and Verizon. It was also noted that the HFD had no "open tickets" for the transferring of wires to new poles at this time.*

Of the 469 listed double poles, 33 poles are identified as NPMA (non-participating; meaning it is unclear which utility is responsible). Stephanie Lee of Verizon informed that they would make it an immediate priority to properly identify and classify those poles. Additionally, 131 poles are identified as PULL POLE and ready for immediate removal. David Santana of National Grid and Verizon committed to removing those poles within the next 6 months. National Grid and Verizon currently have 135 and 148 poles respectively that are ready for the transferal of their wires. Both parties stated that their goal is to complete those transfers within the next 6 to 8 months. The utilities also agreed to provide updates on the progress of double pole removals to the Council as requested. A motion was made to continue this matter on the Council Committee Study list with incremental 60 day reports given for full Council review, passed unanimously.

Respectfully submitted,



Colin LePage, Chairperson
Administration and Finance Committee
Haverhill City Council

April 7, 2016

CL/bsa
*encl. – NJUNS summary
c: Mayor James J. Fiorentini
City Council

Count of Ticket# Column Labels ▾

Row Labels	DISPUTE	DROPWORK	POLE TOP	PULL POLE	TRANSFER	Grand Total
CMCTNR					12	12
GRVLND					1	1
NGMA			6	21	135	162
NPMA					33	33
VZNEDR	3	147		110		260
VZNESE		1				1
Grand Total	3	148	6	131	181	469

CMCTNR COMCAST
GRVLND GROVELAND MUNICIPAL-NEEDS TO BE CORRECTED
NGMA NATIONAL GRID
NPMA NON-PARTICIPATING
VZNEDR VERIZON
VZNESE VERIZON-NEEDS TO BE CORRECTED

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DOCUMENTS REFERRED TO COMMITTEE STUDY

55-X	Communication from Councillor Sullivan regarding a Jr. Park Ranger Sumer Program	Public Safety	8/19/14
74-Q	Communication from Councillor Macek requesting discussion re: exploring various Possibilities for "Expanded Notification" processes for certain matters re: Zoning Changes and Special Permit application.	A&F Transferred- Planning & Development	7/14/15 2/2/16
	Suspension of Rules to discuss unpermitted BnB's operating in City of Haverhill	A & F	10/20/15 1/27/16
6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	2/9/16
6-T	Communication from Councillor Bevilacqua requesting to discuss proposed amendment to the application form for exterior vending machine license	A&F	2/23/16 3/3/16
6-W	Communication from Councillor Bevilacqua requesting to discuss Wood School Play-ground	NRPP	2/23/16
6-Z	Communication from Council President Michitson requesting to introduce Ron MacLeod to discuss traffic & safety concerns and associated public safety resources	Public Safety	3/8/16
38-B	Communication from Councillors Macek and Bevilacqua requesting discussion on current zoning regulations for housing conversions and possible changes necessary to protect integrity of existing property and neighborhoods	Planning & Dev.	3/8/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16
38-H	Communication from Councillor Bevilacqua requesting to discuss economic development Business retention promotion and assistance program	A & F	3/15/16
38-I	Communication from Councillor Bevilacqua requesting a business & industry recognition opportunity	A & F	3/15/16
38-M	Communication from Councillors Sullivan and LePage requesting a discussion relative to Open Space and Recreation Plan	NRPP	3/22/16
38-V	Communication from Councillor Daly O'Brien Daly O'Brien requesting a re-evaluation Of the City Council Rules and Regulations	A & F	4/5/16
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16