



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, February 23, 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**

3.1 Communication from Mayor Fiorentini requesting to address Council with regards to the proposed *Solid Waste and Host agreement*

3.2 Communication from Mayor Fiorentini submitting *Memorandum of Agreement* and related *Salary Ordinance for City Hall Clerks Group*

3.2.1 Ordinance re: *Salaries – City Hall Clerks*

File 10 days

**4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**  
NO SCHEDULE

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

5.1 Document 1-J; Petition from Verizon New England and Mass Electric Co requesting permission for joint pole *relocation* on Madison st; Plan P201-1AOS6SE

5.1.1 Order – grant Verizon New England & Mass Electric Co *joint pole relocation* on Madison st

Attachments

**6. APPOINTMENTS**

Confirming Appointments

*Rocks Village Historic Commission*: Ray Arsenault, *Chair*

Michael Forehand, *Assistant Chair*

Jasmine Menna Lydia Harris Cindy Dauksewicz

Jonathan Wagman

Christine Kwitchoff Bill King, *alternate* Tom Beers, *alternate*

Heather McMann, *alternate*

To Be Confirmed

Non-confirming Appointments

*Neighborhood Advisory Board*: Cynthia Martinez

Daniel Collins

*Community Affairs Advisory Board*: Angelica Acevedo

Blossom Alvaranga

Sheila Callahan

William Lapierre Lourdes Lopez J Jesse Medley

Sharon Sullivan Anne Vlack

*all to expire August 31 2016*

**CONSTABLES: Reappointments:** Ronald Bertheim

Steven Ring

Gerald Sewell

David Hall

Christian Sewell

*New Appointments:* Daryl Hines

Mike Lixandroiu

Felicita Roman

Walter Sorenson Jr

AUXILIARY POLICE:

NO SCHEDULE

Attachments

**RESIGNATIONS**

NO SCHEDULE

**7. PETITIONS:**

7.1 Petition from Attorney Michael Migliori requesting on behalf of *Hales's Landing LLC*, requesting a Waiver to the Affordable Housing Component for *Hales Landing Definitive Plan Cluster Development* located off of Groveland Road, Haverhill – originally approved by Council in 2005 for 26 single family homes, two of which were designated to be affordable *Related communication from Mayor*

Attachments



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8. APPLICATIONS/HANDICAP PARKING SIGNS  
NO SCHEDULE

9. ONE DAY LIQUOR LICENSES  
NO SCHEDULE

10. APPLICATIONS FOR PERMIT  
TAG DAYS

*Consentino School*

March 3 & 4

Attachment

11. 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 – Redbox Renewals, DVD Movies

COIN-OPS (renewals):

SUNDAY LICENSE

12. HAWKER/PEDDLER:

NO SCHEDULE

13. DRAINLAYER 2016 LICENSE:

NO SCHEDULE

14. HEARINGS & RELATED ORDERS

NO SCHEDULE

15. NEW BUSINESS/ORDERS

15.1 Order – Precinct Officers for City of Haverhill in the year 2016

15.2 Order – Transfer \$26,410.00 from General Fund, Reserve for Capital Projects to the following Capital

Account per the Capital Plan: *Health Dept Vehicle* \$26,410.00

Attachments



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15.3 Order – Appropriate \$93,000 from Free Cash and transfer to Street Light Maintenance Expenses for repairs Attachment

16. ORDINANCES (FILE 10 DAYS)

16.1 Ordinance re: Parking – 2 Irving av – Handicap parking

File 10 days

17. UNFINISHED BUSINESS OF PRECEEDING MEETINGS:

17.1 Document 8-B; Ordinance re: Alcoholic Beverages; Amend City Code Chapter 100-7 Carry In Alcoholic Beverages  
*filed February 10 2016*

17.2 Document 11-D; Order – Appropriate as part of Fiscal year 2016 Budget the sum of \$200,000 to operate the Parking Services Fund and that it be funded in the following manner:

Parking Services Receipt                      \$200,000

*Postponed from February 9 2016*

17.3 Document 21; Ordinance re: Vehicles and Traffic; Amend City Code Chapter 240-85; Schedule B: Parking Restrictions and Prohibitions; No Parking – Irving av

*filed February 3 2016*

Attachments

UNFINISHED BUSINESS continued:

17.4 Document 22; Ordinance re: Vehicles and Traffic; Amend Code Chapter 240-95 Schedule L Stop Streets; Old Amesbury Line rd; East/West at intersection of Merrimac rd

*filed February 3 2016*

Attachment

18. MONTHLY REPORTS

NO SCHEDULE

19. COMMUNICATIONS FROM COUNCILLORS

19.1 Communication from Councillor LePage requesting to have Dr. John Maddox, School Physician, announce the upcoming parent presentation for “*Substance Abuse and the Adolescent Brain*”

19.2 Communication from Councillor Sullivan requesting to introduce Andrew Fonseca and Jenny Arndt to discuss creating a disc golf course at the *Clement Farm* forest

19.3 Communication from Councillor Bevilacqua requesting to discuss a proposed amendment to the application form for an exterior vending machine license

19.4 Communication from Councillor LePage requesting to have a representative of *Team Haverhill* speak about the *Possible Dreams* event on March 14<sup>th</sup>

19.5 Communication from Councillor Bevilacqua requesting to discuss parking issues at the *Haverhill Public Library*

19.6 Communication from Councillor Bevilacqua requesting to discuss the *Wood School Playground*



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19.7 Communication from Councillor Bevilacqua requesting to discuss an Economic Development Marketing Opportunity for industrial/commercial buildings and sites Attachments

**20. RESOLUTIONS AND PROCLAMATIONS  
NO SCHEDULE**

**21. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**

21.1 Councillor LePage submits *Minutes of Administration & Finance Committee* meeting held on February 17<sup>th</sup> including the *City Council Rules & Regulations* Attachment

**22. DOCUMENTS REFERRED TO COMMITTEE STUDY**

**23. ADJOURN**

3.1

**JAMES J. FIORENTINI**  
MAYOR



**CITY OF HAVERHILL**  
**MASSACHUSETTS**

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
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February 19, 2016

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

RE: Solid Waste & Host Agreement

Dear Mr. President and Members of the Haverhill City Council:

I request permission to address the City Council on Tuesday with regards to the attached proposed Solid Waste and Host agreement.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

## SOLID WASTE & HOST AGREEMENT

THIS SOLID WASTE & HOST AGREEMENT (this "Agreement") is made and entered into as of February \_\_, 2016, by and among Covanta Haverhill Associates ("CHA"), a Massachusetts general partnership, and the City of Haverhill (the "City"), a political subdivision of the Commonwealth of Massachusetts. CHA and the City are referred to herein as the "Parties" or "Party," as dictated by the context.

### WITNESSETH:

WHEREAS, CHA is the owner and operator of a resource recovery facility located in Haverhill, Massachusetts (the "Facility") where CHA accepts Acceptable Waste (defined hereinafter) for disposal by the process of combustion, generating electricity thereby, and disposing of residue therefrom;

WHEREAS, CHA operates the Facility and an adjacent landfill (the "Landfill") at a site located in the City at 100 Recovery Way (the "Site");

WHEREAS, the City and Ogden Haverhill Associates ("OHA") are parties to that certain Solid Waste Service Agreement dated April 21, 1995 (the "Solid Waste Agreement"), pursuant to which the City agreed to deliver and pay for and OHA agreed to accept, process and dispose of solid waste;

WHEREAS, the City and OHA are parties to that certain Host Community Agreement dated April 21, 1995 (the "Host Agreement"), pursuant to which the City agreed to undertake good faith efforts to assist OHA in the permitting and development of its facilities and OHA agreed to provide certain host community benefits to the City;

WHEREAS, the Solid Waste Agreement and the Host Agreement were assigned by OHA to CHA;

WHEREAS, on April 20, 2015, by Amendment #1 to Amended and Restated Solid Waste Service Agreement, and Amendment #1 to Host Community Agreement, the Parties amended the Solid Waste Agreement and the Host Agreement, extending their respective terms until July 21, 2015;

WHEREAS, on July 20, 2015, by Amendment #2 to Amended and Restated Solid Waste Service Agreement, and Amendment #2 to Host Community Agreement, the Parties amended the Solid Waste Agreement and the Host Agreement, extending their respective terms until September 21, 2015;

WHEREAS, on September 10, 2015, by Amendment #3 to Amended and Restated Solid Waste Service Agreement, and Amendment #3 to Host Community Agreement, the Parties amended the Solid Waste Agreement and the Host Agreement, extending their respective terms until October 31, 2015;

WHEREAS, on October 30, 2015, by Amendment #4 to Amended and Restated Solid Waste Service Agreement, and Amendment #4 to Host Community Agreement, the Parties amended the Solid Waste Agreement and the Host Agreement, extending their respective terms until December 16, 2015;

WHEREAS, on December 14, 2015, by Amendment #5 to Amended and Restated Solid Waste Service Agreement, and Amendment #5 to Host Community Agreement, the Parties amended the Solid Waste Agreement and the Host Agreement, extending their respective terms until February 1, 2016;

WHEREAS, on January 29, 2016, by Amendment #6 to Amended and Restated Solid Waste Service Agreement, and Amendment #6 to Host Community Agreement, the Parties amended the Solid Waste Agreement and the Host Agreement, extending their respective terms until March 1, 2016;

WHEREAS, CHA has requested the cooperation of the City to obtain certain approvals and permits, including modifications to the site assignment approved by the City's Board of Health, such changes involving among other things, reduced monitoring requirements at the Site, and the exclusion of Recyclables (defined hereinafter) from the calculation of the daily quantity of waste accepted at the Facility;

WHEREAS, CHA and the City have agreed that in consideration of the City's agreement to cooperate and assist CHA in obtaining all requisite approvals and permits to operate the Site, and in lieu of certain compensation to which the City may be entitled under M.G.L. c. 16, § 24A, CHA shall provide the City with the host community benefits subject to the terms and conditions set forth herein;

WHEREAS, the City wishes to ensure that the disposal of Acceptable Waste collected from residents and businesses in the City occur in an environmentally safe, sound and responsible manner, and also to ensure that the costs for same are and remain cost-effective for its taxpayers; and

WHEREAS, CHA and the City now wish to enter into this Agreement, which shall supersede the Solid Waste Agreement and the Host Agreement, pursuant to which the City will deliver to the Facility and CHA will accept at the Facility, Acceptable Waste, and the Parties will memorialize the arrangements whereby the City will cooperate, assist and support the operation of the Site and CHA will provide the City with host community benefits;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual conditions and covenants contained herein, the Parties hereto, intending to be legally bound, do hereby agree as follows:

## ARTICLE I – DEFINITIONS

1. Definitions. For purposes of this Agreement, the following capitalized words and phrases shall be given the following respective meanings:

a. Acceptable Waste means all municipal solid waste, but excluding (i) explosives, ammunition and ordnance materials; pathological and biological wastes; (ii) asbestos and asbestos products, asphalt, radioactive materials, oil sludge and highly flammable substances; (iii) cesspool or other human wastes, liquid wastes, human and animal remains and leaves and yard waste (other than amounts legally acceptable in municipal solid waste); (iv) motor vehicles or large parts thereof, lead acid batteries, motorcycles, auto springs, auto transmissions, trailers, farm or other large machinery or large parts thereof and marine vehicles or large parts thereof; (v) large concentrations of plastics and tires, asphalt shingles, wallboard, sheetrock and wire and cable; (vi) non-burnable construction materials and demolition debris; (vii) cleaning fluids, crankcase oils, cutting oils, petroleum products (including without limitation, drained oil), oil-based paints, acids, caustics, pesticides, insecticides, poisons, drugs, chemicals and fine powdery earth used to filter cleaning fluid; (viii) tree logs, tree stumps and any item of waste (other than mattresses, sofas or furniture) exceeding six feet in anyone of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of twelve inches could be contained within such solid mass portion; (ix) all large household appliances, commonly referred to as "white goods," including, without limitation, refrigerators, stoves, dishwashing machines, washing machines, drying machines, water heaters, and the like; (x) any Hazardous Material or other item of waste the disposal or processing of which by CHA would be in violation of any Environmental Laws (except for *de minimis* amounts legally acceptable in municipal solid waste); and (xi) any item of waste which CHA, after consultation with the City, reasonably believes the processing of which will damage the Facility. The Parties recognize that some materials which are not, as of the Commencement Date, considered Hazardous Materials or which CHA is not prohibited from processing at the Facility under any Environmental Laws may be determined subsequent to the Commencement Date to be Hazardous Materials or which CHA may be prohibited from processing at the Facility under Environmental Laws and, at the time of such determination and upon ninety (90) days prior written notice thereof by CHA to the City, such materials shall cease to be Acceptable Waste.

b. Change in Law means (i) the enactment, adoption, promulgation, repeal, modification, interpretation (if different from existing interpretation) of any federal, state or local law, statute, act, ordinance, code, rule, or regulation not adopted or instituted on or before the date hereof; (ii) the imposition of any condition on the issuance or reissuance of any official permit, license or approval after the date hereof, which establishes requirements more burdensome than those imposed before the date hereof; or (iii) the termination, suspension, rescission, failure to review or denial of any such permits, licenses or approvals. Notwithstanding the foregoing, if one or more events specified in (i), (ii) or (iii) immediately above occurs, it shall not be deemed a Change in Law if the event (x) is the result of willful or negligent action or failure to act in accordance with this Agreement or Environmental Laws by CHA, its agents, employees, subcontractors, parent companies, subsidiaries or affiliates; provided, however, the contesting or failure to contest in good faith by any such party of any

suspension, termination, interruption or failure of issuance or renewal of any permit, license or approval shall not constitute or be construed to constitute such a willful or negligent action or inaction of such party; or (y) neither prohibits performance hereunder nor imposes requirements on CHA more costly than those in existence as of the Commencement Date.

- c. Commencement Date is defined in Section 2 hereof.
- d. Commonwealth means the Commonwealth of Massachusetts.
- e. Contract Year means a one-year period beginning on July 1 of each year during the Term hereof.
- f. CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Boston-Brockton-Nashua, MA-NH-ME-CT Area, All Items (1982-84=100), as determined and reported by the U.S. Department of Labor, Bureau of Labor Statistics, or such similar index if the CPI-W is no longer available.
- g. CPI Adjustment means the adjustment to be made to the applicable fee, such adjustment to be made once annually by the percentage increase or decrease in the CPI-W. In determining the percentage change, the base period shall at all times be the CPI-W for May, 2015, which base period shall be compared to the CPI-W for May of each year. The percentage change shall be calculated by CHA within fifteen (15) days after the May CPI-W becomes available in a particular year. The new rate shall apply beginning July 1 of the same year and shall be retroactive in the event the May CPI-W is not available until after July 1 of the same year. The Parties agree that the CPI-W for May 2015 is \$256.286.
- h. Environmental Laws means (i) all statutes, regulations, rules, ordinances, codes, licenses, permits, orders, decrees, approvals, plans, authorizations, and similar items (whether previously existing, now existing or hereafter enacted, amended, promulgated or issued, and whether or not contemplated by the Parties as of the Commencement Date) of the United States, the Commonwealth or any political subdivision thereof or of any agency, department, commission, board, bureau or other instrumentality of any of them, (ii) all binding and final judicial and administrative decrees, judgments and orders (whether previously existing, now existing or hereafter enacted, amended, promulgated, or issued, and whether or not contemplated by the Parties as of the Commencement Date), and (iii) any common law theories of liability applicable to claims, demands, requirements, damages, costs or expenses, in each case relating to or addressing the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources, which pertain to reporting, licensing, permitting, investigation, remediation, mitigation, and/or removal of any releases or threatened releases of chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes (whether solid, liquid or gaseous), into the air, surface water, groundwater or land, or otherwise relating to the processing, distribution; use, treatment, recycling, storage, disposal, transport or handling of chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes (whether solid, liquid or gaseous), including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act including the Superfund Amendments and Reauthorization Act

of 1986, 42 U.S.C. §§ 9601, *et seq.*; the Solid Waste Disposal Act including the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101, *et seq.*; the Water Pollution Control Act including the Clean Water Act, 33 U.S.C. §§ 1251, *et seq.*; the Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f), *et seq.*; the Endangered Species Act, 16 U.S.C. §§ 1531, *et seq.*; the Medical Waste Tracking Act, 42 U.S.C. §§ 6992, *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001, *et seq.*; and any analogous state or local laws or ordinances including but not limited to the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E; and any regulations promulgated pursuant to any such federal, state or local laws or ordinances.

i. Force Majeure means any act or event after the Commencement Date beyond the control of CHA which materially and adversely effects the operation of the Facility, including without limitation:

i. an act of God, epidemic, landslide, lightning, earthquake, fire or explosion (which also is not the result of the willful or negligent action of CHA or a lack of due diligence by CHA), storm or flood;

ii. an act of war or terrorism, blockade, insurrections, riots, civil disturbances, or similar occurrence;

iii. a strike, lockout, work slowdown, or similar industrial or labor action;

iv. Change in Law; or

v. the failure of the City or the appropriate federal or state agencies or public or private utilities having operational jurisdiction over the Facility to provide and maintain all utilities, services, sewerage and water lines essential to the operation of the Facility, if it is not also the result of the willful or negligent action of CHA or a lack of due diligence by CHA.

j. Hazardous Material means any substance, waste or material listed or characterized as hazardous, extremely hazardous or toxic pursuant to any Environmental Laws.

k. Host Fee means the fee more particularly described in Section 10.

l. Landfill means the landfill operated and/or utilized by CHA, including for the disposal of residue generated at the Facility, located at the Site.

m. New Revenue Generating Materials means all solid wastes, organic wastes, or other materials for which CHA charges a fee for disposal, composting or reuse at the

Site, and which are received by CHA at the Site for such disposal, composting or reuse, including without limitation all materials to be beneficially reused as landfill cover, processed in an anaerobic digestion operation, or otherwise, excluding, however, (1) Acceptable Waste delivered to and accepted and combusted at the Facility, (2) Recyclables delivered to and accepted at the Facility, and (3) any wastes or materials of a type that are listed in the responses to items C.1. (Waste Accepted for Disposal) and C.2. (Cover Material) as wastes or materials that were in fact accepted at the Site during calendar year 2014 in CHA's 2014 Solid Waste Facility Reports for the Ward Hill Neck Landfill and the Solid Waste Combustion Facility, which reports were submitted to MassDEP on February 23, 2015 (copies of the two reports are attached hereto as Exhibit 1).

n. Recyclables means items of Acceptable Waste, e.g., metals, received at the Facility and removed either before or after combustion and sent off-site for recycling or reuse.

o. Recyclable Approvals Triggering Event means the date that is the later of (i) the Board of Health's modification of the site assignment to exclude Recyclables from the calculated quantity of waste accepted at the Facility under its permit or (ii) the Massachusetts Department of Environmental Protection ("MassDEP") decision to approve exclusion of Recyclables from the calculated quantity of waste accepted at the Facility under its permit, both of which are required to permit CHA to exclude Recyclables from the calculation of the daily quantity of waste accepted at the Facility under its permit.

p. Recycle means to recover or reclaim from the waste stream, at the source and prior to collection, materials or by-products which will be (i) reused, (ii) used as an ingredient or a feedstock in an industrial or manufacturing process to make a marketable product, or (iii) used in a particular function or application as an effective substitute for a commercial product or a commodity; provided, however, that Recycle does not mean to deliver such materials or by-products to a landfill or to any Third Party for disposal or to recover energy from the combustion of such materials or by-products or to create a fuel.

q. Renewal Date means July 1, 2020.

r. Site means the currently assigned site upon which the Facility and the Landfill are situated, and such additional areas which may be assigned by the City's Board of Health in the future, all of which are located at 100 Recovery Way in the City.

s. Term means the term of this Agreement more particularly described in Section 2 hereof.

t. Third Party means any natural person, corporation, association or partnership, and any governmental agency, department, commission, board, bureau or other instrumentality, other than CHA or the City.

u. Tipping Fee means the fee more particularly described in Section 6.a.

- v. Ton means a “short ton” of 2,000 pounds.

## ARTICLE II – TERM

2. Term. This Agreement shall be effective upon execution by the Parties hereto, provided that performance hereunder shall commence on July 1, 2015 (the “Commencement Date”). The Solid Waste Agreement and the Host Agreement, each as amended, are deemed terminated as of June 30, 2015. The Parties agree to account to each other so that all payments made and received from the Commencement Date onward are based upon the terms of this Agreement.

a. Initial Term. The initial Term of this Agreement shall end on June 30, 2020.

b. Extension Term. The Parties collectively, but not individually, may, by mutual written agreement reached prior to the expiration of the initial Term, extend the Term of this Agreement for one five-year period: from July 1, 2020 to June 30, 2025.

### ARTICLE III – SOLID WASTE SERVICES

3. Delivery and Acceptance of Waste.

a. City Delivery of Acceptable Waste. The City shall deliver or cause to be delivered to the Facility within a reasonable period of time following collection, and CHA shall accept at the Facility, except as hereinafter provided, all Acceptable Waste that is not Recycled and that is collected by or on behalf of the City. It is understood and agreed by the Parties that the City's delivery of Acceptable Waste is not otherwise subject to any annual minimum Tons of Acceptable Waste. The City shall not deliver or cause to be delivered to the Facility any Acceptable Waste that is generated in any location other than within the jurisdiction of the City.

b. City Annual Estimate. On or prior to March 31 in each Contract Year, the City shall provide CHA with a written estimate of the number of Tons of Acceptable Waste it anticipates delivering to the Facility in each month of the following Contract Year. Such estimate shall not be binding on the City.

c. City Removal of Rejected Waste. The City shall promptly remove at its sole cost any waste rejected by CHA at the Facility in accordance with Section 4.a. hereof and shall be liable to CHA for all costs incurred by CHA in removing and disposing of such rejected waste if the City fails to do so. The City shall not be obligated to pay a Tipping Fee for waste so rejected.

d. Conformance with Law. CHA shall operate the Facility and perform its obligations under this Agreement in material conformance with all applicable laws, including, without limitation, Environmental Laws, and shall provide for the disposal of ash and any other by-products of the operation of the Facility at the Landfill or at landfills or other sites which are lawfully permitted and operated. The City shall perform its obligations under this Article III in material conformance with all applicable laws, including, without limitation, Environmental Laws.

e. City Haulers. For purposes of Article III of this Agreement, any reference to the City shall also include any hauler delivering waste to the Facility on behalf of the City. The City shall cause all its haulers to comply with the obligations of the City hereunder including, without limitation, the inclusion of such obligations in all of its current contracts with its haulers, to the extent such contracts may be amended by the City, and in all of its future contracts with its haulers.

f. CHA Monitoring Hazardous Materials. To the extent required by Environmental Laws, CHA shall inspect all waste delivered to the Facility and shall take such other steps as shall be necessary or appropriate to monitor discharges from the Facility for the presence of Hazardous Materials, and shall promptly notify the City if CHA becomes aware that any of the City's haulers has delivered any Hazardous Materials to the Facility.

g. Ownership of Acceptable Waste. All title in and to, all risk of loss, and all other incidents of ownership in connection with Acceptable Waste including Recyclables shall

pass to and vest in CHA after the Acceptable Waste has been delivered to and accepted at the Facility.

4. Right of Refusal.

a. Bases for CHA to Reject Waste. CHA shall have the right without any liability to the City to refuse deliveries of:

- i. waste other than Acceptable Waste;
- ii. any waste delivered at other than the receiving hours specified in Section 5.c.;
- iii. all or any portion of the Acceptable Waste collected by or on behalf of the City if as a result of an event of Force Majeure the Facility is shut down (other than in the normal course of operation and maintenance) and, as a result thereof, CHA is unable to accept and process such Acceptable Waste at the Facility; and
- iv. waste deliveries in excess of 1,000 Tons per week or 250 Tons per day.

b. Force Majeure – Facility Shut Down. If the Facility is shut down (other than in the normal course of operation and maintenance) as a result of an event of Force Majeure, CHA shall designate an alternate disposal site that is lawfully permitted and operated. To the extent reasonably practicable, CHA shall give the City not less than forty-eight (48) hours written notice of any such shutdown and designation of an alternate disposal site. The City shall pay CHA the applicable per Ton Tipping Fee for such Acceptable Waste and the incremental cost of disposal of such Acceptable Waste at such alternate site, if any, and shall bear the incremental costs, if any, that are payable by the City to cause such Acceptable Waste to be delivered to such alternate disposal site over and above the cost of delivery of such Acceptable Waste to the Facility. CHA shall be responsible for paying the disposal tipping fee applicable at the alternate site.

c. CHA Obligations to Restore Services. For any period during which CHA is unable to accept and process Acceptable Waste at the Facility due to an event of Force Majeure, CHA at its expense will promptly, diligently and in good faith take all commercially reasonable actions reasonably necessary for it to be able to accept and process such Acceptable Waste including, without limitation, to the extent commercially reasonable, all actions reasonably necessary to obtain any temporary restraining orders, preliminary or permanent injunctions, approvals, licenses or permits needed to resume acceptance and processing of such Acceptable Waste and any repairs or other improvements to the Facility and any modifications to the operation thereof required for such purpose. CHA shall, during any such period, keep the City duly notified (not less often than weekly) of all such actions, and the expected duration of any such period, and shall permit the City to participate and intervene where permissible in all such actions if the City so desires and at the City's cost; provided, however, that CHA shall have the sole right to direct the prosecution of any such action and the City shall reasonably cooperate

with CHA in connection therewith and not do anything in the course thereof contrary to the interests of CHA.

d. Force Majeure – Partial Facility Shut Down. If as a result of an event of Force Majeure the capacity of the Facility to accept and process Acceptable Waste is reduced but not completely suspended, CHA shall prioritize the Facility's receipt of the City's Acceptable Waste. If, however, the Facility's capacity is insufficient to process all of the City's Acceptable Waste, all of such excess Acceptable Waste that cannot be processed at the Facility shall be delivered to an alternate disposal site as provided in Section 4.b. CHA shall not enter into any new contracts for the disposal of Acceptable Waste at the Facility subsequent to the occurrence of such event of Force Majeure until the capacity of the Facility is sufficient to accept and process all Acceptable Waste delivered by the City in accordance with this Agreement.

e. Facility Non-Availability for Other Reasons. CHA may also refuse delivery of Acceptable Waste it is unable to process for any reason not otherwise described in Section 4.a. In such event, CHA shall designate an alternate disposal site that is lawfully permitted and operated and shall pay the cost of disposal of such Acceptable Waste at such alternate site. To the extent reasonably practicable, CHA shall give the City not less than forty-eight (48) hours' written notice of any such refusal and designation of an alternate disposal site, provided that if such refusal is due to the substitution of other Acceptable Waste for the City's Acceptable Waste, CHA shall give the City not less than seven (7) days written notice of any such refusal and designation of an alternate disposal site. The City shall pay CHA the applicable per Ton Tipping Fee for such Acceptable Waste less the reasonable incremental costs that are payable by the City to cause such Acceptable Waste to be delivered to such alternate disposal site over and above the cost of delivery of such Acceptable Waste to the Facility. The provisions of Section 4.f. regarding the termination of this Agreement shall not apply to any refusal by CHA to accept and process Acceptable Waste contemplated by this Section 4.e.

f. Force Majeure – Long-Term Facility Shut Down. Notwithstanding the foregoing provisions of this Section 4, if the period during which the Facility or any substantial portion thereof is shut down due to an event of Force Majeure equals or exceeds ninety (90) continuous days in duration, CHA may, at any time on or after such ninetieth day, upon not less than one hundred twenty (120) days written notice to the City, terminate this Agreement.

5. Manner of Delivery and Weighing.

a. City Delivery Protocols. The City shall adhere to all safety rules and regulations of CHA in delivering Acceptable Waste to the Facility, and shall deliver or cause to be delivered Acceptable Waste in a clean, orderly and safe manner, including, without limitation, in such a manner that it is not spilled other than into the waste pit of the Facility or is blown haphazardly around the Facility. The City shall promptly, at its sole cost, collect and remove Acceptable Waste that is not spilled into the waste pit or is blown haphazardly around the Facility, and if the City fails to do so, the City shall be liable to CHA for all costs incurred by CHA to clean-up the Acceptable Waste that is not spilled into the waste pit or is blown haphazardly around the Facility.

b. City Designates Delivery Routes. The Parties recognize that the City is authorized to designate certain highway routes within the vicinity of the Facility to be used by all haulers transporting Acceptable Waste to the Facility. CHA will use reasonable commercial efforts to require haulers to comply with the City's routes in delivering to and departing from the Facility in all of its contracts with haulers.

c. Hours of Operation. Subject to any necessary approval by MassDEP, unless the City shall otherwise require by regulation or written order, as of the Commencement Date, scheduled delivery days and hours shall be 2:00 a.m. to 6:00 p.m., Monday through Saturday, exclusive of any customary holiday recognized in the Commonwealth.

d. Scales. CHA shall utilize, maintain and operate motor truck scales to weigh all vehicles delivering Acceptable Waste to the Facility in accordance with applicable law. Each vehicle delivering Acceptable Waste to the Facility shall be weighed, indicating gross weight, tare weight, time and truck identification on a weight record. CHA reserves the right to modify the above arrangement with any other equivalent system designed to perform the same functions. CHA shall maintain records of the Tons delivered by the City and accepted by CHA each day and each month and will retain such record for a period of no less than three (3) years.

e. Delivery Vehicles. The City shall cause all vehicles used for delivery of Acceptable Waste to the Facility to be in safe and clean condition and in good repair and to be properly covered or enclosed so as to prevent any refuse, dirt, dust or other materials from falling or blowing out from the vehicles. The City shall use or cause to be used only vehicles with the capability of dumping directly into the waste pit at the Facility and which have a capacity of three (3) Tons or more. Such vehicles shall bear such names or means of identification as may be reasonably acceptable to CHA.

6. Tipping Fee.

a. Tipping Fee. The City shall pay to CHA within 30 days of CHA's invoice therefor a Tipping Fee of \$55.00 (expressed as of May, 2015 and adjusted by the CPI Adjustment) per Ton of Acceptable Waste delivered by the City to the Facility or to an alternate disposal site as provided in Section 4 hereof. Notwithstanding the foregoing, for the first eight months of the initial Contract Year of this Agreement (July 1, 2015 through March 1, 2016), the City shall be responsible to CHA for a Tipping Fee of \$59.00 per Ton of Acceptable Waste.

b. Alternate Disposal Site Report. For any month during which the City delivered Acceptable Waste to an alternate disposal site in accordance with Section 4 hereof, within five (5) days following the end of such month, the City shall submit to CHA a report for that month providing the incremental costs the City incurred to deliver Acceptable Waste to an alternate disposal site in accordance with Sections 4.b., 4.d. and 4.e.

c. Monthly Report and Statement. Within ten (10) days following the end of each month, CHA shall submit to the City a report on Site-related activities for the month in question and for the Contract Year to date, that provides the following data: (1) Tons of Acceptable Waste delivered by the City to the Facility or to an alternate disposal site as provided

in Section 4 hereof; and (2) such other information concerning Site operations and expenses as the City may reasonably request (provided that the City requests such information in writing not later than fifteen (15) days before the monthly report is due). CHA shall submit the report electronically and in native file format.

## ARTICLE IV – HOST COMMUNITY ARRANGEMENTS

### 7. Responsibilities of the City.

a. City Cooperation. The City agrees that throughout the Term of this Agreement it will cooperate, assist and support any reasonable request for municipal support and/or services normally provided for similar industrial users, reasonably assist and support CHA in obtaining and maintaining any permits and approvals applicable to the Site, and to provide reasonably necessary municipal utilities and other municipal services required for the operation of the Site.

b. Solid Waste Importation. The City agrees that it will not place any restrictions on the importation of solid waste to the Facility from other cities and towns and from private parties as may be required to support the efficient and economic operation of the Facility other than normal and reasonable rules to ensure the safe, sanitary and environmentally-appropriate hauling and/or disposal of waste within the City.

c. Hours. The City agrees that:

i. the hours of operation of the Landfill including use of equipment, disposal of waste and ash, spreading of daily cover and other landfill maintenance operations, shall be restricted to the hours of 6:00 a.m. to 6:00 p.m. on weekdays and 10:00 a.m. to 6:00 p.m. on weekends, unless additional hours of operation are specifically authorized by the City's Board of Health; and

ii. the Facility is allowed to operate on a 7-day per week, 24-hour per day basis, except that solid waste may be delivered to and accepted at the Facility only during the hours specified in Section 5.c.

d. Operational Changes. The City will cooperate and work with CHA in its efforts to obtain certain approvals and permits, including modifications to the site assignment approved by the City's Board of Health, such changes involving among other things, reduced monitoring requirements at the Site, and the exclusion of Recyclables from the calculation of the daily quantity of waste accepted at the Facility. CHA has submitted to MassDEP for its review and approval an updated Operation & Maintenance Plan and an updated Environmental Monitoring Plan.

### 8. Responsibilities of CHA.

a. Closure. CHA agrees that it will comply in each and every respect with state and federal requirements pertaining to the operation, closure and post-closure maintenance of landfills with respect to the Landfill, including without limitation the provisions under 310 CMR 19.000. CHA agrees to provide the City with a copy of each submission made by CHA to MassDEP including any made pursuant to 310 CMR 19.051(6) and 19.140(4) relating to financial assurance with respect to closure, and pursuant to 310 CMR 19.140(2) relating to notice of voluntary closure.

b. Recycling. CHA agrees to continue to engage in discussions in good faith with the City to investigate the feasibility of recycling and other waste-handling services and programs at the Site. Nothing contained in this Section shall be construed to impose a financial obligation upon CHA to develop additional recycling or other waste-handling capacity.

9. Host Fee.

a. Monthly Payment. Commencing on the Commencement Date and during the Term of this Agreement, CHA shall pay a Host Fee to the City on a monthly basis. The Host Fee shall be equal to \$3,45484 (expressed as of May, 2015 and adjusted by the CPI Adjustment) for each Ton received at the Facility of (1) Acceptable Waste, and (2) Recyclables. Notwithstanding the foregoing, CHA's obligation to pay a Host Fee to the City for Recyclables shall begin as of the Recyclable Approvals Triggering Event.

b. Annual Payments. On an annual basis, within three (3) months of the beginning of each Contract Year, i.e., by September 30, CHA shall pay to the City:

i. following the Recyclable Approvals Triggering Event, a Recyclables fee of \$175,000. For the Contract Year in which the Recyclable Approvals Triggering Event occurs, payment shall be pro-rated as appropriate and shall be due within ninety (90) days of the Recyclable Approvals Triggering Event.

ii. a Municipal Disposal Rate Share equal to 10% of the increase in CHA's Municipal Contract Portfolio Weighted Average Tip Fee. Exhibit 2 attached hereto establishes a weighted average tip fee for fiscal year 2015 (July 1, 2014 through June 30, 2015) of \$64.98/Ton based on receipt of approximately 153,000 Tons and revenue of approximately \$9.94 million. The amount of CHA's Municipal Contract Portfolio Weighted Average Tip Fee for the just-completed Contract Year and the Municipal Disposal Rate Share amount will be supported with a spreadsheet in substantially the same form as Exhibit 2.

iii. a community benefits fee of \$25,000. Such funds will be used for purposes and in amounts and timing entirely within the discretion of the City. When using the funds, the City will include appropriate public recognition of CHA's effort to provide benefits to the community.

c. Payment in Lieu of Taxes. Host Fees paid by CHA under this Agreement are deemed to be payment in full of (i) all taxes, fees, assessments or charges other than excise taxes, betterment assessments, or property taxes based on the value of the underlying land, made against the Facility or the Landfill (including without limitation those payments required by M.G.L. c. 16, § 24A and 310 CMR 19.050(5)), and in connection with the delivery, processing or disposal of solid waste (including metals and recyclables), and (ii) the payment in lieu of taxes payable under M.G.L. c. 16, § 24A or M.G.L. c. 111, § 150A.

d. Changes in Payment in Lieu of Taxes. In the event that any payment in lieu of taxes is mandated to be paid by CHA to the City under federal, state or local law, then CHA shall pay the greater of the Host Fee due pursuant to Section 9.a. or the mandated payment in lieu of taxes.

10. New Revenue Generating Materials. CHA expressly acknowledges and agrees that it may not receive New Revenue Generating Materials during the Term of this Agreement without: (i) notifying the City in writing not less than ninety (90) days before it intends to begin receiving such New Revenue Generating Materials at the Site; (ii) engaging in discussions with the City aimed to reach a mutually-acceptable modification to this Article IV; (iii) obtaining, as appropriate, a modification of its site assignment from the City's Board of Health; and (iv) memorializing such modification through an amendment to this Agreement.

## ARTICLE V – GENERAL

### 11. Default.

a. Events of Default by City. The following shall constitute events of default by the City:

i. The failure of the City to make any payment required to be made to CHA under this Agreement within thirty (30) days after receipt of written notice from CHA that such amount is past due;

ii. The failure of the City to perform any of its other material obligations which failure is not cured within sixty (60) days, or a cure commenced and diligently pursued within sixty (60) days and cured within ninety (90) days, after the date of written notice from CHA of such failure; or

iii. In the event the City shall make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, be adjudicated as bankrupt or insolvent, file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, file any answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding or seek consent to or acquiesce in the appointment of any trustee, liquidator or receiver of it or of all or any substantial part of the properties of it.

b. Events of Default by CHA. The following shall constitute events of default by CHA:

i. The failure of CHA to make any payment required to be made to the City under this Agreement within thirty (30) days after receipt of written notice from the City that such amount is past due;

ii. The failure of CHA to perform any of its other material obligations under this Agreement which failure is not cured within sixty (60) days, or a cure commenced and diligently pursued within sixty (60) days and cured within ninety (90) days, after the date of written notice from the City of such failure; or

iii. In the event CHA shall make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, be adjudicated a bankrupt or insolvent, file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, file any answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, liquidator or receiver of it or of all or any substantial part of the properties of it.

c. Right to Terminate. Upon the occurrence of an event of default, in addition to any other remedies available in law or equity, the Party not in default may terminate this Agreement by written notice to the defaulting Party.

d. Survival. Any obligation to pay any fixed sum of money that may have accrued and be due and payable hereunder and the obligations contained in Section 12 hereof shall survive the termination or expiration of this Agreement.

12. Indemnification.

a. CHA Indemnity Obligations. CHA shall indemnify, defend and hold harmless the City and its officers, employees and representatives from and against any and all losses, claims, demands, suits, causes of action, damages, penalties, costs and expenses including, without limitation, attorneys' fees (collectively "Claims"), incurred as a result of (i) any act or omission by CHA in connection with the performance of its obligations under this Agreement that gives rise to liability under any applicable laws, including, without limitation, Environmental Laws, (ii) injury to or death of any person (including, without limitation, persons employed by the City) or damage or destruction of property (including, without limitation, to the property of the City or Third Parties), to the extent arising out of, resulting from or in any way connected with the negligence or willful misconduct of CHA or its officers, employees or representatives, and (iii) breach of any obligation, covenant or undertaking of CHA contained herein, or (iv) any misrepresentation or breach of warranty by CHA contained herein.

b. City Indemnity Obligations. The City shall indemnify, defend and hold harmless CHA and its officers, employees and representatives from any and all Claims incurred as a result of (i) injury to or death of any person (including, without limitation, persons employed by CHA) or damage or destruction of property (including, without limitation, to the property of CHA or Third Parties), to the extent arising out of, resulting from or in any way connected with the negligence or willful misconduct of the City or its officers, employees or representatives, (ii) breach of any obligation, covenant or undertaking of the City contained herein, or (iii) any misrepresentation or breach of warranty by the City contained herein.

c. Indemnity Exclusions. The obligations of either Party (each an "Indemnitor") to indemnify, defend and hold harmless the other Party hereto and its officers, employees or representatives (each an "Indemnitee"), as set forth in Sections 13.a. or 13.b. above, shall not apply:

i. To any Claim arising out of any acts or omissions or circumstances that occurred prior to the Commencement Date;

ii. To any defense costs or expenses, including the costs of attorneys, consultants and/or investigators, unless authorized in advance and in writing by the Indemnitor;

iii. To any Claim to the extent caused by the acts or omissions of the Indemnitee.

d. Procedures for Indemnification.

i. Upon an Indemnitee being presented with notice of a Claim that may be subject to indemnification under this Agreement, the Indemnitee shall promptly give written notice thereof to the Indemnitor, together such information as the Indemnitor may reasonably request; provided, however, that the failure to promptly give such notice shall not relieve the Indemnitor from any liability for indemnification hereunder unless the Indemnitor is materially prejudiced in its ability to defend, settle or otherwise assert rights to reduce exposure presented by such notice of Claim.

ii. After notification to the Indemnitor of any Claim that may be subject to indemnification under this Agreement, the Indemnitor shall undertake the defense of the Claim, at its expense, and using counsel selected by the Indemnitor, but reasonably satisfactory to the Indemnitee. The Indemnitee may retain separate co-counsel at its sole cost and expense (unless responsibility for the cost thereof is authorized in writing by the Indemnitor pursuant to Section 13.c.ii. above) and participate in the defense of the Claim. The Indemnitee shall cooperate in such defense at the Indemnitor's request, including providing access to any of its employees, property and records for purpose of conducting an investigation of the Claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the Claim is based.

iii. As long as the Indemnitor is conducting the defense of any Claim, the Indemnitee will not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld.

13. Insurance.

a. City Haulers. The City shall at all times during the Term of this Agreement cause any hauler delivering Acceptable Waste to the Facility on behalf of the City to maintain in full force and effect the insurance coverages set forth below, and any other insurance as maybe required by applicable law. Such policies shall be issued by insurance companies that are duly licensed or authorized in the Commonwealth to issue insurance policies for the coverages and limits so required, and shall name CHA as an additional insured to the extent of the City's indemnity obligation under Section 13 of this Agreement. With respect to any claims arising from acts or omissions of the City's haulers, the City's haulers' insurance shall be primary with respect to any insurance maintained by CHA and shall not call on CHA's insurance for contributions with respect to the City's contractual liability. The City shall furnish certificates of insurance to CHA on or prior to the Commencement Date evidencing that such insurance has been procured, and thereafter it shall furnish insurance certificates that are in renewal or replacement thereof, evidencing that such insurance remains in force. The certificates shall state that coverage shall not be canceled except upon thirty (30) days notice to the City and CHA.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Environmental Liability Insurance	\$500,000
Comprehensive Motor Vehicle Liability	\$1,000,000 Per Incident \$1,000,000 Aggregate
Comprehensive General Liability Insurance including Contractual Liability	\$1,000,000 Per Incident \$1,000,000 Aggregate
Comprehensive Excess Liability (Umbrella)	\$2,000,000 Per Incident \$2,000,000 Aggregate

b. CHA. CHA shall at all times during the Term of this Agreement maintain in full force and effect the insurance coverages set forth below, and all other insurances as may be required by applicable law. Such policies shall be issued by insurance companies that are duly licensed or authorized in the Commonwealth to issue insurance policies for the coverages and limits so required, and shall name the City as an additional insured to the extent of CHA's indemnity obligation under Section 13 of this Agreement. With respect to any claims arising from the acts or omissions of CHA, CHA's insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's hauler(s)'s insurance for contributions with respect to CHA's contractual liability. CHA shall furnish certificates of insurance to the City on or prior to the Commencement Date evidencing that such insurance has been procured, and thereafter it shall furnish insurance certificates that are in renewal or replacement thereof, evidencing that such insurance remains in force.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Comprehensive Motor Vehicle Liability	\$1,000,000 Per Incident \$1,000,000 Aggregate
Comprehensive General Liability Insurance including Completed Operations and Contractual Liability	\$6,000,000 Per Incident \$6,000,000 Aggregate
Professional Liability	\$1,000,000
Comprehensive Excess (Umbrella) Liability	\$10,000,000 Per Incident \$10,000,000 Aggregate

CHA also shall maintain environmental impairment or pollution liability insurance with limits of \$10 million per incident and in the aggregate. The policy shall cover sudden, accidental and gradual occurrences, and may be written on a claims-made basis provided that coverage for occurrences happening during the Term of this Agreement be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years following the Term of this Agreement.

14. Limitation of Liability. Except for the specific obligations of the Parties provided in Section 12, in no event whether based upon contract, tort or warranty shall either Party hereto be liable to the other Party hereto for, or obligated in any manner to pay, special, consequential or indirect damages.

15. Representations and Warranties of the City. The City hereby represents and warrants to CHA as follows:

a. The City is a political subdivision of the Commonwealth and a body politic and corporate duly organized and validly existing under the constitution and laws of the Commonwealth, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

b. The City has duly authorized the execution and delivery of this Agreement and the performance by the City of its obligations hereunder and this Agreement has been duly and validly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and to the exercise of judicial discretion in appropriate cases.

c. Neither the execution nor the delivery by the City of this Agreement, nor the performance by the City of its obligations hereunder (i) conflicts with, violates or results in a breach of any law, regulation, requirement or order of any federal, state or local agency or governmental body applicable from time to time to the performance of any obligations under this Agreement, (ii) violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default thereunder, or (iii) results in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the City.

d. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution, delivery and performance of this Agreement by the City, except such as have been duly obtained or made.

e. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the City's knowledge, threatened, against the City, wherein an unfavorable decision, ruling or funding would materially adversely affect the performance by the City of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement.

f. The City has and will renew or maintain in full force and effect, all permits, licenses or permissions or registrations with or consents of governmental authorities, if any, necessary for its performance of its obligations under this Agreement.

16. Representations and Warranties of CHA. CHA hereby represents and warrants to the City as follows:

a. CHA is duly created, validly existing and in good standing under the laws of the Commonwealth, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

b. CHA has duly authorized the execution and delivery of this Agreement and the performance by CHA of its obligations hereunder and this Agreement has been duly and validly executed and delivered by CHA and constitutes a legal, valid and binding obligation of CHA, enforceable against CHA in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and to the exercise of judicial discretion in appropriate cases.

c. Neither the execution nor the delivery by CHA of this Agreement, nor the performance by CHA of its obligations hereunder (i) conflicts with, violates or results in a breach or any law, regulation, requirement, permit, license or order of any federal, state or local agency or governmental body applicable from time to time to the performance of any obligations under this Agreement, (ii) violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which CHA is a party or by which CHA or any of its properties or assets are bound, or constitutes a default thereunder, or (iii) results in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of CHA.

d. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution, delivery and performance of this Agreement by CHA, except such as have been duly obtained or made.

e. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of CHA's knowledge, threatened against CHA, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by CHA of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement.

f. CHA has, and will renew or maintain in full force and effect, all permits, licenses or permissions or registrations with or consents of governmental authorities necessary in the performance of its obligations under this Agreement.

17. Dispute Resolution.

a. All disputes arising under this Agreement shall be resolved in accordance with this Section, whether or not reference hereto is made in other provisions hereof that may be relevant to the matter under dispute.

b. The Parties will endeavor to resolve promptly through negotiation any dispute arising out of, or relating to this Agreement. If a dispute should arise, the Parties will meet at least once to attempt to resolve the dispute. For that purpose, either may request the other to meet within fifteen (15) days, at a mutually agreed upon time and place.

c. If the dispute has not been resolved within fifteen (15) days after such initial meeting, the City and CHA shall initiate mediation using an independent neutral party mutually agreeable to the Parties, and participate, in good faith, in mediation for a period of at least thirty (30) days from the initiation of mediation.

d. The mediation procedure shall be determined by the Parties in consultation with the mediator. The mediator shall attempt to facilitate a negotiated settlement of the dispute but shall have no authority to impose any settlement terms on the Parties. Before beginning any mediation, the Parties will ensure that the prerequisites for confidentiality of mediation under M.G.L. c. 233, § 23C are satisfied. The expenses of the mediation shall be borne equally by the Parties.

e. If the dispute has not been resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within sixty (60) days after the first meeting between the Parties, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association and conducted expeditiously by an independent and impartial arbitrator.

f. Arbitration shall be held in the Commonwealth, and conducted in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association. The City and CHA agree that the determination of the arbitration shall be binding upon the Parties, and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

g. The Parties shall continue to perform their obligations under this Agreement during all disputes. No work shall be delayed or postponed pending resolution of any disputes.

h. The Parties may agree in writing to extend any of the deadlines specified in this Section 17.

18. Miscellaneous.

a. Assignment. The City may not assign or transfer, directly or indirectly, its interest in and to this Agreement. Except as otherwise provided in Section 4.f.i., this Agreement may not be assigned by CHA without the prior written consent of the City, and any such assignment or attempted assignment without such written consent shall be void. Notwithstanding the foregoing, CHA may assign its interests and obligations hereunder without the prior written consent of the City to a person, firm or corporation acquiring all or substantially all of the business and assets of CHA, by merger, consolidation, transfer of assets or otherwise, or to an entity controlling or controlled by, or under common control with, CHA, provided the

proposed assignee meets the requirements of 310 CMR 19.044 and is approved as a permit transferee by MassDEP, and provided that CHA gives the City written notice of any such permit transfer and assignment not less than sixty (60) days prior to the effective date of such assignment.

b. Amendment. This Agreement may be amended from time to time by written agreement duly authorized and executed by the Parties hereto.

c. Governing Law. The laws of the Commonwealth shall govern the validity, interpretation, construction and performance of this Agreement.

d. Notices. All notices pertaining to this Agreement shall be in writing, shall be deemed delivered (i) if personally delivered, or (ii) within two (2) days after having been transmitted by prepaid registered or certified mail, return receipt requested, addressed as follows:

If to the City:

Office of the Mayor  
City of Haverhill  
City Hall, Room 100  
Four Summer Street  
Haverhill, MA 01830

with a copy to:

Michael Stankovich  
Director of Public Works  
City of Haverhill  
500 Primrose Street  
Haverhill, MA 01830

and

William D. Cox, Jr.  
City Solicitor  
145 S. Main Street  
Haverhill, MA 01835

If to CHA:

Covanta Haverhill  
100 Recovery Way  
Haverhill, MA 01838  
Attn: Business Manager

with a copy to:

Covanta Energy Corporation  
445 South Street  
Morristown, NJ 07960  
Attn: General Counsel

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either Party by notice to the other Party.

e. Entire Agreement. All prior agreements, understandings and negotiations pertaining to the subject matter hereof for the Term hereof are merged herein and superseded hereby (to the extent provisions of prior agreements do not survive), there being no other agreement or understanding than those written or specified herein.

f. Severability. If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the greatest extent permitted by law.

g. Execution of Documents. This Agreement may be executed in several counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each Party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms of this Agreement. Each Party further agrees that at the request of the other Party, it will provide an opinion of its counsel to the effect that it has the authority to enter into this Agreement, that this Agreement has been duly executed and delivered by it and that this Agreement is its valid and enforceable obligation under applicable law, subject to customary qualifications with respect to bankruptcy and the availability of equitable relief.

h. Waiver and Release. No custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either Party or waive or release either Party from any default or the performance or fulfillment of any obligation or liability or operate against either Party as a supplement, alteration or amendment, or change of any term or provision unless set forth in a written instrument duly executed by such Party expressly stating that it is intended to impose such an additional obligation or liability or to constitute such a waiver or release, or that it is intended to operate as such a supplement, alteration, amendment or change.

i. Rights and Remedies. All rights and remedies of each Party shall be cumulative and not alternative, in addition to and not exclusive of any other right or remedy to which such Party may be lawfully entitled in case of any breach or threatened breach of any term or provision herein except as otherwise expressly provided herein. The rights and remedies of each Party shall be continuing and not exhausted by anyone or more uses thereof, and may be exercised at any time or from time to time and as often as may be expedient. Any option or election to enforce any such right or remedy of each Party may be exercised or changed at any time or from time to time.

WITNESS the execution hereof as an instrument under seal, as of the day and year first above written.

**CITY OF HAVERHILL**

**COVANTA HAVERHILL ASSOCIATES**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT 1**

**2014 Solid Waste Facility Report for the Ward Hill Neck Landfill, February 23, 2015**

**2014 Solid Waste Facility Report for the Combustion Facility, February 23, 2015**

Covanta Haverhill, Inc.  
A Covanta Energy Company  
100 Recovery Way  
Haverhill, MA 01835  
Telephone #: 978-372-6288  
Facsimile #: 978-521-1359



February 23, 2015

MassDEP Boston  
One Winter Street, 7th Floor  
Boston, MA 02108  
Attn: Mr. Thomas Adamczyk

Subject: RY 2014 Annual Solid Waste Facility Reports

Dear Mr. Adamczyk:

Enclosed is the RY 2014 Annual Solid Waste Facility Reports for the following Covanta Haverhill facilities:

Ward Hill Neck Landfill:	<u>Fac Acct#</u> 132291	<u>Reg Obj Acct#</u> 173281
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If any additional information is required, please contact me at 978- 241-3069 or Mr. George Drew at 978-241-3025.

I hereby certify that I have personally examined the foregoing and am familiar with the information contained in this document and all attachments and that, based on my inquiry of those individual immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am fully authorized to make this attestation on behalf of this facility and am aware that there are significant penalties for submitting false information, including possible fines and imprisonment.

Sincerely,

  
Joseph Becker  
Facility Manager

CC: G. Drew (e-copy)  
File: Routine SW Reports

Massachusetts Department of Environmental Protection

Bureau of Waste Prevention – Solid Waste Program

2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Check the box for the disposal operation type:  Landfill  Combustion Facility

A. General Information

Please provide Site Location and Reporting Contact information below.

1. Site Location

Site Name: WARD HILL NECK LANDFILL  
Street: 100 RECOVERY WAY  
City/Town: HAVERHILL State: MA ZIP: 01835  
Phone: 9783726288 Phone Extn: 3025

2. Reporting Contact

Organization Name: COVANTA HAVERHILL INC  
Street: 100 RECOVERY WAY  
City/Town: HAVERHILL State: MA ZIP: 01835  
Contact Person: GEORGE DREW Title: REGIONAL ENVIRONMENTAL MGR.  
Email: GDREW@COVANTA.COM Phone: 978-241-3025 Phone Extn:

3. Certification

I hereby certify that I have personally examined the foregoing and am familiar with the information contained in this document and all attachments, and that based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the information is true, accurate and complete. I am fully authorized to make this attestation on behalf of this facility and am aware that there are significant penalties for submitting false information, including possible fines and imprisonment.

Signature: *Joseph Becker* Date (MM/DD/YYYY): 02/23/2015  
Print Name: JOSEPH BECKER Phone: 978-241-3069  
Title: FACILITY MANAGER Organization Name: COVANTA HAVERHILL INC.

Massachusetts Department of Environmental Protection

Bureau of Waste Prevention – Solid Waste Program

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**4. Suggestions** – comments or suggestions to improve this reporting form

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**B. Facility Details**

**1. Operational Status** – check one box only that best describes facility status during the calendar report year

<input checked="" type="checkbox"/>	Operated all of the report year.
<input type="checkbox"/>	Operated only part of the report year, Started accepting waste on date:
<input type="checkbox"/>	Operated only part of the report year, Stopped accepting waste on date:
<input type="checkbox"/>	Did not accept waste during the report year.

**2. Days of Operation** – number of days the facility accepted waste during the calendar report year

Number of Days Open: 241
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Questions #3 and 4 are for Landfill only; Combustion skip to Part C, #1.

**3. Financial Assurance** (Landfill only)

Please record the total value of financial assurance for Closure and Post-Closure effect the last day of the report year.

Total Financial Assurance Value: \$ 8.555 MILLION
---

**4. Future Capacity** (Landfill only)

Please review or fill in the landfill's projected tons per year (TPY) for disposal and the expected date to cease landfill operations based on existing permits.

Tons Per Year (TPY): 202,575
Expected Date to Cease Landfilling: 2020

Massachusetts Department of Environmental Protection  
 Bureau of Waste Prevention – Solid Waste Program

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**C. Operations**

**1. Waste Accepted for Disposal**

Please record the tons of Waste Accepted for Disposal for each Waste Type for each State of Origin. Fill in each applicable cell, then sum each waste type into the Totals column, and then sum that column into the Total Accepted box.

- Round all amounts to the nearest ton.
- List only Waste Accepted for Disposal. Do NOT include Recyclables/Compostables or Cover Material.
- If out-of-state waste is accepted, fill in each state at the top of a blank State of Origin column and then record the tons for each applicable Waste Type.
- If the waste type is not listed, use one of the "Other" lines and fill in the name of the waste. If more "Other" lines are needed, cross out an unused waste type and fill the other waste name.

Waste Type	State of Origin						Totals
	MA	CT					
MSW							
C & D Waste							
Contaminated Soil*							
Sludge (WWTP)							
Sludge (WTP)							
Wood Waste							
Tires							
Ash	138,667	21					
DPW Waste							138,689
Asbestos Waste							
Recycling Residue							
Dredge (Fresh)*							
Dredge (Marine)*							
Other:							
Other:							
Other:							
<b>Total Accepted</b>							<b>138,689</b>

\* Contaminated Soil or Fresh/Marine Dredge used as cover material or grading & shaping at a Landfill should be listed in Question #3 Cover Material on the next page.

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**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

Questions #2 - 4 are for Landfill only; Combustion skip to Question #5.

**2. Cover Material (Landfill only)**

Provide the types and tonnages (to the nearest ton) of material applied for daily, intermediate, or final cover; erosion control; or grading and shaping. Do NOT include stockpiled materials, or Contaminated Soils or Dredge listed in Part C#1 Waste Landfilled. When using 'Other', specify the material type, not its use. Attach an additional sheet, if needed.

Cover Material Types	Tons	Cover Material Types	Tons
Soil (Sand, etc)	49	TriPak (Emulsion Mix)	
Contaminated Soil		Bottom Ash	
C&D Fines		Dredge (Fresh)	
C&D Residuals		Dredge (Marine)	
Auto Shredder Residue/Auto Fluff		Other (Specify): POSI-SHELL	541
Street Sweepings		Other (Specify):	
Wood Chips		Other (Specify):	

**3. Site Capping (Landfill only)**

Total acres covered with a DEP approved cap: 50
Acres capped during the report year: 0
Acres remaining uncapped: 15.5

**4. Leachate Collection (Landfill only)**

Number of gallons of leachate collected during the report year: 14,597,454	
Leachate Treatment/Disposal – check all that apply	
<input checked="" type="checkbox"/>	On Site.
<input checked="" type="checkbox"/>	Sewer Connection.
<input checked="" type="checkbox"/>	Trucked off-site, Treatment/disposal facility name: UPPER BLACKSTONE POTW, STEWARTS SEPTIC HAVERHILL

Questions #5-9 are for Combustion only; Landfill skip to Part D, #1.

**Massachusetts Department of Environmental Protection**

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**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**5. Municipal Contract MSW (Combustion only)**

List the municipality(ies) and the tonnage (to the nearest ton) of MSW received under contracts or other formal agreements including the end date of such contracts or agreements. Attach a separate sheet if necessary.

Tons	Municipality	State	Disposal Contract End Date

**6. Pre-Combustion Handling (Combustion only)**

Please provide the following pre-combustion tonnages (to the nearest ton).

- Account only for tonnage that crosses the combustion facility's scales.
- If more than one Disposal Site or Recycler is used for each material, attach a separate sheet listing the Sites/Recyclers and the tons sent to each.

Bypass		Disposal Site Name & Town	
Metal Recovery		Recycler Name & Town	
Non-Metal		Recycler Name & Town	

**7. Capacity Utilization (Combustion only)**

Please record tons of waste burned during the report year.

Actual Tonnage Burned:

**8. Post-Combustion Residuals (Combustion only)**

Please provide the following details on residuals/ash management (to the nearest ton).

- List ash tonnages as disposed.
- If more than one Landfill or Recycler is used for each material, attach a separate sheet listing the Landfills/Recyclers and tons sent to each.

Metals Recovered*		Recycler Name & Town	
Ash Beneficially Used		Type of Use	
Ash Disposed		Landfill Name	

\* Do not include ash entrained in the metals shipped to recyclers that is later return by the recycler for disposal. This ash should be included in Ash Disposed.

Does the Combustion Facility have sufficient ash disposal capacity in accordance with the "Ash Management and Disposal Policy - SWM-7-7/88"?  Yes  No

**Massachusetts Department of Environmental Protection**

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**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**9. Materials Separation Plan (Combustion only)**

In accordance with 310 CMR 7.08(2)(i), and the Material Separation Plan Guidance for Municipal Waste Combustors, applicable facilities must submit an annual progress report on their efforts to separate mercury from their waste streams. Please attach a separate sheet(s) describing the following:

1. How funds were expended
2. Progress in achieving the goals outlined in the Material Separation Plan, including:
  - Amount of designated material diverted and/or reduced and measurement methodology
  - Access and/or participation rates achieved for each activity
  - Market sectors and service areas targeted
3. Problems encountered
4. Any recommended changes to improve the Plan

**D. Waste Bans**

Please provide load counts (numbers, not text like 'all') based on Waste Ban compliance activities. For the number of loads failing by material type, enter the number of failed loads, not the count of items or percent of the loads. For example, two failed loads for CRTs where one load has 5 CRTs and one load has 3 CRTs should be entered as 2 loads, not 8 CRTs.

**1. Monitoring and Inspections**

	Comprehensive Inspections	Ongoing Waste Stream Monitoring
Total Number of Loads Inspected	N/A ASH ONLY	
Total Number of Loads Failing		
<b>Number of Loads Failing by Material Type</b>		
Asphalt pavement, Brick and/or Concrete		
Clean Gypsum Wallboard		
CRTs		
Glass/Metal/Plastic Containers		
Lead Acid Batteries		
Leaves & Yard Waste		
Metal		
Recyclable Paper (except Corrugated Cardboard)		
Corrugated Cardboard		
White Goods		
Whole Tires*		
Wood*		
Commercial Organics		
Mixed (more than one material)		

\* Landfills only

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**E. Recycling, Composting & Conversion Operations Located at Site Assigned Solid Waste Facilities-** completion of this section satisfies the requirement for an annual certification pursuant to 310 CMR 16.04(2)(i) and 310 CMR 16.04(3)(a)10.

**1. Instructions for Table "Materials Accepted for Recycling"**

- a) Please report the amount of recyclable material received from Massachusetts sources only in the calendar year covered by this certification.
- b) Please report all quantities in TONS.
- c) All Material Types Are Mutually Exclusive. Please do not report the same tonnage in more than one category. For example, if you process 4,000 tons of wood, and 2,000 tons went to wood for fuel, and 2,000 tons were C&D wood recycled, you would report these tonnages separately.

Correct	Incorrect
C&D Wood 2,000 tons	C&D Wood 4,000 tons
Wood for fuel 2,000 tons	Wood for fuel 2,000 tons

- d) In order to avoid double counting, please do not report tonnage received from other processors. (For example, do not report any tonnage received from a Material Recycling Facility (MRF), since that material is already counted in that facility's report. However, any material received via direct haul from a generator should be counted.)
- e) If specific tonnage by material is unavailable, please report the total waste processed and the estimated amount by each material. (For example, if you recycled 10,000 tons of material total, and estimate that 75% of that material was metal and 25% was asphalt, brick, and concrete (ABC), please report 7,500 tons metal and 2,500 tons ABC.)

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**Massachusetts Department of Environmental Protection**

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**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**2. Materials Accepted for Recycling**

RECYCLED MATERIALS			
Material	Tonnage		
	Massachusetts Sources	Out of State Sources	Combined Tonnage
Asphalt, Brick & Concrete			
Asphalt shingles			
Carpet			
Ceiling Tiles			
Single Stream Recycling (formerly Commingled Materials)			
Electronics			
Glass			
Gypsum Wallboard			
Mattresses			
Metals - C&D			
Metals – Non C&D			
Paper – Except Cardboard			
Paper – Cardboard			
Plastic			
Textiles			
Tires – Non Fuel			
Tires – Fuel			
Organics - Agricultural Material			
Organics - Food Material			
Organics - Vegetative Material			
Organics - Yard Waste including Grass			
Wood – Non Fuel			
Wood – Fuel			
Other – Describe:			
<b>Totals</b>			

Massachusetts Department of Environmental Protection

Bureau of Waste Prevention – Solid Waste Program

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**3. Instructions for Table “Materials Accepted for Composting & Conversion”**

- a) Please report material collected in the applicable calendar year covered by this certification.
- b) Please report all quantities in TONS. To calculate a quantity of organic material, estimate the dimensions of the windrow(s) at the time of **their construction** (the volume can reduce by 50% during the first four to eight weeks). For a “haystack” shaped windrow, the volume is approximately equal to the height times half the base width, times the length. **PLEASE BE SURE TO EITHER MEASURE IN YARDS OR CONVERT CUBIC FEET TO CUBIC YARDS BY DIVIDING BY 27.**
- c) Please note that the in-state vs. out-of state sources of the organic materials is denoted. You should input the amount collected in the appropriate column, depending on whether material collected is from within Massachusetts or from out of state locations.
- d) Use the following factors to convert volume (cubic yards) to weight (tons):

Leaves	Brush	Grass	Food Waste
5 cy/ton	4 cy/ton	3 cy/ton	1.33 cy/ton

- e) If you are a municipal compost site serving only part of a municipality, please only account for the organic material composted at your particular site, not all of the organic material generated in the municipality.

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Massachusetts Department of Environmental Protection

Bureau of Waste Prevention – Solid Waste Program

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**4. Materials Accepted for Composting & Conversion**

**ORGANIC MATERIALS**

Material		Tonnage			Type of Generator (i.e., restaurant, residential collection, commercial food processor, etc.)
		Massachusetts Sources	Out of State Sources	Combined Tonnage	
ORGANIC MATERIALS RECEIVED FROM THE GENERATOR OF THE MATERIAL	Food Material				
	Vegetative Material				
	Agricultural Material				
	Yard Waste including Grass				
	Biodegradable Paper				
	Biodegradable Products				
	Clean Wood				
	<b>Totals</b>				

Complete and Return this form by <b>February 15, 2015</b> to:	MassDEP Boston One Winter St, 7th flr Boston, MA 02108 Attn: Thomas Adamczyk	If you have questions, please download the Instructions at <a href="http://www.mass.gov/eea/agencies/massdep/recycle/approvals/solid-waste-applications-and-forms.html">http://www.mass.gov/eea/agencies/massdep/recycle/approvals/solid-waste-applications-and-forms.html</a> or contact Thomas Adamczyk by phone (617) 574-6867 or email <a href="mailto:thomas.adamczyk@state.ma.us">thomas.adamczyk@state.ma.us</a>
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Covanta Haverhill, Inc.  
A Covanta Company  
100 Recovery Way  
Haverhill, MA 01835  
Telephone #: 978-372-6288  
Facsimile #: 978-521-1359



February 23, 2015

MassDEP Boston  
One Winter Street, 7th Floor  
Boston, MA 02108  
Attn: Mr. Thomas Adamczyk

Subject: RY2014 Annual Solid Waste Facility Reports

Dear Mr. Adamczyk:

Enclosed is the RY 2014 Annual Solid Waste Facility Reports for the following Covanta Haverhill facilities:

	<u>Fac Acct#</u>	<u>Reg Obj Acct#</u>
Solid Waste Combustion Facility:	132291	173133

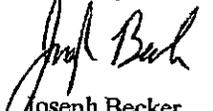
In addition to the completed MassDEP forms, this package also includes the following attachments as required:

- RY 2014 Covanta Haverhill WTE facility Mercury Product Material Separation Plan Annual Report
- RY 2014 Covanta Haverhill WTE facility RPS Class II Recycling Program Annual Report

If any additional information is required, please contact me at 978- 241-3069 or Mr. George Drew at 978-241-3025.

I hereby certify that I have personally examined the foregoing and am familiar with the information contained in this document and all attachments and that, based on my inquiry of those individual immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am fully authorized to make this attestation on behalf of this facility and am aware that there are significant penalties for submitting false information, including possible fines and imprisonment.

Sincerely,

  
Joseph Becker  
Facility Manager

CC: G. Drew (e-copy)  
File: Routine SW Reports

**Massachusetts Department of Environmental Protection**

Bureau of Waste Prevention – Solid Waste Program

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**4. Suggestions** – comments or suggestions to improve this reporting form

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**B. Facility Details**

**1. Operational Status** – check one box only that best describes facility status during the calendar report year

<input checked="" type="checkbox"/>	Operated all of the report year.
<input type="checkbox"/>	Operated only part of the report year, Started accepting waste on date:
<input type="checkbox"/>	Operated only part of the report year, Stopped accepting waste on date:
<input type="checkbox"/>	Did not accept waste during the report year.

**2. Days of Operation** – number of days the facility accepted waste during the calendar report year

Number of Days Open: 306
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Questions #3 and 4 are for Landfill only; Combustion skip to Part C, #1.

**3. Financial Assurance** (Landfill only)

Please record the total value of financial assurance for Closure and Post-Closure effect the last day of the report year.

Total Financial Assurance Value: \$
-------------------------------------

**4. Future Capacity** (Landfill only)

Please review or fill in the landfill's projected tons per year (TPY) for disposal and the expected date to cease landfill operations based on existing permits.

Tons Per Year (TPY):
Expected Date to Cease Landfilling:

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**C. Operations**

**1. Waste Accepted for Disposal**

Please record the tons of Waste Accepted for Disposal for each Waste Type for each State of Origin. Fill in each applicable cell, then sum each waste type into the Totals column, and then sum that column into the Total Accepted box.

- Round all amounts to the nearest ton.
- List only Waste Accepted for Disposal. Do NOT include Recyclables/Compostables or Cover Material.
- If out-of-state waste is accepted, fill in each state at the top of a blank State of Origin column and then record the tons for each applicable Waste Type.
- If the waste type is not listed, use one of the "Other" lines and fill in the name of the waste. If more "Other" lines are needed, cross out an unused waste type and fill the other waste name.

Waste Type	State of Origin						Totals
	MA	NH				COMMER	
MSW	148,606	11,741					
C & D Waste						437,759	598,106
Contaminated Soil*							
Sludge (WWTP)							
Sludge (WTP)							
Wood Waste							
Tires							
Ash							
DPW Waste							
Asbestos Waste							
Recycling Residue							
Dredge (Fresh)*							
Dredge (Marine)*							
Other: SPECIAL							
Other:						3995	3995
Other:							
<b>Total Accepted</b>							<b>602,101</b>

\* Contaminated Soil or Fresh/Marine Dredge used as cover material or grading & shaping at a Landfill should be listed in Question #3 Cover Material on the next page.

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

Questions #2 - 4 are for Landfill only; Combustion skip to Question #5.

**2. Cover Material (Landfill only)**

Provide the types and tonnages (to the nearest ton) of material applied for daily, intermediate, or final cover, erosion control; or grading and shaping. Do NOT include stockpiled materials, or Contaminated Soils or Dredge listed in Part C#1 Waste Landfilled. When using 'Other', specify the material type, not its use. Attach an additional sheet, if needed.

Cover Material Types	Tons	Cover Material Types	Tons
Soil (Sand, etc)		TriPak (Emulsion Mix)	
Contaminated Soil		Bottom Ash	
C&D Fines		Dredge (Fresh)	
C&D Residuals		Dredge (Marine)	
Auto Shredder Residue/Auto Fluff		Other (Specify):	
Street Sweepings		Other (Specify):	
Wood Chips		Other (Specify):	

**3. Site Capping (Landfill only)**

Total acres covered with a DEP approved cap:
Acres capped during the report year:
Acres remaining uncapped:

**4. Leachate Collection (Landfill only)**

Number of gallons of leachate collected during the report year:	
Leachate Treatment/Disposal – check all that apply	
<input type="checkbox"/>	On Site.
<input type="checkbox"/>	Sewer Connection.
<input type="checkbox"/>	Trucked off-site, Treatment/disposal facility name:

Questions #5-9 are for Combustion only; Landfill skip to Part D, #1.

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**5. Municipal Contract MSW (Combustion only)**

List the municipality(ies) and the tonnage (to the nearest ton) of MSW received under contracts or other formal agreements including the end date of such contracts or agreements. Attach a separate sheet if necessary.

Tons	Municipality	State	Disposal Contract End Date
	See attached Table 1		

**6. Pre-Combustion Handling (Combustion only)**

Please provide the following pre-combustion tonnages (to the nearest ton).

- Account only for tonnage that crosses the combustion facility's scales.
- If more than one Disposal Site or Recycler is used for each material, attach a separate sheet listing the Sites/Recyclers and the tons sent to each.

Bypass	34	Disposal Site Name & Town	LL&C, Salem, NH
Metal Recovery	172	Recycler Name & Town	Schnitzer, Everett, MA
Non-Metal		Recycler Name & Town	

**7. Capacity Utilization (Combustion only)**

Please record tons of waste burned during the report year.

Actual Tonnage Burned: 601,058

**8. Post-Combustion Residuals (Combustion only)**

Please provide the following details on residuals/ash management (to the nearest ton).

- List ash tonnages as disposed.
- If more than one Landfill or Recycler is used for each material, attach a separate sheet listing the Landfills/Recyclers and tons sent to each.

Metals Recovered*	12,793	Recycler Name & Town	See attached Table 2
Ash Beneficially Used		Type of Use	
Ash Disposed	138,667	Landfill Name	Ward Hill Neck landfill

\* Do not include ash entrained in the metals shipped to recyclers that is later return by the recycler for disposal. This ash should be included in Ash Disposed.

Does the Combustion Facility have sufficient ash disposal capacity in accordance with the "Ash Management and Disposal Policy - SWM-7-7/88"?  Yes  No

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**9. Materials Separation Plan (Combustion only)**

In accordance with 310 CMR 7.08(2)(i), and the Material Separation Plan Guidance for Municipal Waste Combustors, applicable facilities must submit an annual progress report on their efforts to separate mercury from their waste streams. Please attach a separate sheet(s) describing the following:

1. How funds were expended
2. Progress in achieving the goals outlined in the Material Separation Plan, including:
  - Amount of designated material diverted and/or reduced and measurement methodology
  - Access and/or participation rates achieved for each activity
  - Market sectors and service areas targeted
3. Problems encountered
4. Any recommended changes to improve the Plan

**D. Waste Bans**

Please provide load counts (numbers, not text like 'all') based on Waste Ban compliance activities. For the number of loads failing by material type, enter the number of failed loads, not the count of items or percent of the loads. For example, two failed loads for CRTs where one load has 5 CRTs and one load has 3 CRTs should be entered as 2 loads, not 8 CRTs.

**1. Monitoring and Inspections**

	Comprehensive Inspections	Ongoing Waste Stream Monitoring
Total Number of Loads Inspected	508	
Total Number of Loads Failing	417	2970
<b>Number of Loads Failing by Material Type</b>		
Asphalt pavement, Brick and/or Concrete	0	0
Clean Gypsum Wallboard	0	0
CRTs	13	85
Glass/Metal/Plastic Containers	1	4
Lead Acid Batteries	0	0
Leaves & Yard Waste	0	9
Metal	0	1
Recyclable Paper (except Corrugated Cardboard)	0	2
Corrugated Cardboard	394	2751
White Goods	3	60
Whole Tires*	0	0
Wood*	0	0
Commercial Organics	0	14
Mixed (more than one material)	6	44

\* Landfills only

**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**E. Recycling, Composting & Conversion Operations Located at Site Assigned Solid Waste Facilities-** completion of this section satisfies the requirement for an annual certification pursuant to 310 CMR 16.04(2)(i) and 310 CMR 16.04(3)(a)10.

**1. Instructions for Table "Materials Accepted for Recycling"**

- a) Please report the amount of recyclable material received from Massachusetts sources only in the calendar year covered by this certification.
- b) Please report all quantities in TONS.
- c) All Material Types Are Mutually Exclusive. Please do not report the same tonnage in more than one category. For example, if you process 4,000 tons of wood, and 2,000 tons went to wood for fuel, and 2,000 tons were C&D wood recycled, you would report these tonnages separately.

Correct	Incorrect
C&D Wood 2,000 tons	C&D Wood 4,000 tons
Wood for fuel 2,000 tons	Wood for fuel 2,000 tons

- d) In order to avoid double counting, please do not report tonnage received from other processors. (For example, do not report any tonnage received from a Material Recycling Facility (MRF), since that material is already counted in that facility's report. However, any material received via direct haul from a generator should be counted.)
- e) If specific tonnage by material is unavailable, please report the total waste processed and the estimated amount by each material. (For example, if you recycled 10,000 tons of material total, and estimate that 75% of that material was metal and 25% was asphalt, brick, and concrete (ABC), please report 7,500 tons metal and 2,500 tons ABC.)

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**2. Materials Accepted for Recycling**

RECYCLED MATERIALS			
Material	Massachusetts Sources	Tonnage	
		Out of State Sources	Combined Tonnage
Asphalt, Brick & Concrete			
Asphalt shingles			
Carpet			
Ceiling Tiles			
Single Stream Recycling (formerly Commingled Materials)			
Electronics			
Glass			
Gypsum Wallboard			
Mattresses			
Metals - C&D			
Metals - Non C&D			
Paper - Except Cardboard			
Paper - Cardboard			
Plastic			
Textiles			
Tires - Non Fuel			
Tires - Fuel			
Organics - Agricultural Material			
Organics - Food Material			
Organics - Vegetative Material			
Organics - Yard Waste including Grass			
Wood - Non Fuel			
Wood - Fuel			
Other - Describe:			
<b>Totals</b>			

**Massachusetts Department of Environmental Protection**

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**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**3. Instructions for Table "Materials Accepted for Composting & Conversion"**

- a) Please report material collected in the applicable calendar year covered by this certification.
- b) Please report all quantities in TONS. To calculate a quantity of organic material, estimate the dimensions of the windrow(s) at the time of **their construction** (the volume can reduce by 50% during the first four to eight weeks). For a "haystack" shaped windrow, the volume is approximately equal to the height times half the base width, times the length. **PLEASE BE SURE TO EITHER MEASURE IN YARDS OR CONVERT CUBIC FEET TO CUBIC YARDS BY DIVIDING BY 27.**
- c) Please note that the in-state vs. out-of state sources of the organic materials is denoted. You should input the amount collected in the appropriate column, depending on whether material collected is from within Massachusetts or from out of state locations.
- d) Use the following factors to convert volume (cubic yards) to weight (tons):

Leaves	Brush	Grass	Food Waste
5 cy/ton	4 cy/ton	3 cy/ton	1.33 cy/ton

- e) If you are a municipal compost site serving only part of a municipality, please only account for the organic material composted at your particular site, not all of the organic material generated in the municipality.

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**2014 Solid Waste Facility Report – DISPOSAL FACILITY (Landfill/Combustion)**

**4. Materials Accepted for Composting & Conversion**

**ORGANIC MATERIALS**

Material		Tonnage			Type of Generator (i.e., restaurant, residential collection, commercial food processor, etc.)
		Massachusetts Sources	Out of State Sources	Combined Tonnage	
ORGANIC MATERIALS RECEIVED FROM THE GENERATOR OF THE MATERIAL	Food Material				
	Vegetative Material				
	Agricultural Material				
	Yard Waste including Grass				
	Biodegradable Paper				
	Biodegradable Products				
	Clean Wood				
	<b>Totals</b>				

<p>Complete and Return this form by <b>February 15, 2015</b> to:</p>	<p>MassDEP Boston          One Winter St, 7th flr          Boston, MA 02108          Attn: Thomas Adamczyk</p>	<p>If you have questions, please download the Instructions at <a href="http://www.mass.gov/eea/agencies/massdep/recycle/approvals/solid-waste-applications-and-forms.html">http://www.mass.gov/eea/agencies/massdep/recycle/approvals/solid-waste-applications-and-forms.html</a> or contact Thomas Adamczyk by phone (617) 574-6867 or email <a href="mailto:thomas.adamczyk@state.ma.us">thomas.adamczyk@state.ma.us</a></p>
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Table 1  
 Covanta Haverhill, Inc  
 Facility # RR0128.008  
 RY 2014 Annual Solid Waste Facility Report  
 Municipal Contract MSW

Tons of MSW Accepted 2014	Municipality	State	Disposal Contract End Date
3,927	Bedford	MA	6/30/2018
6,445	Burlington	MA	6/30/2018
11,053	Chelmsford	MA	6/30/2018
9,433	Dracut	MA	6/30/2018
1,167	Essex	MA	12/31/2022
888	Groton	MA	6/30/2015
773	Harvard	MA	6/30/2015
21,071	Haverhill	MA	4/30/2015
27,374	Lawrence	MA	6/30/2015
952	Littleton	MA	6/30/2015
4,147	Lynnfield	MA	6/30/2016
7,584	Melrose	MA	6/30/2015
1,946	Middleton	MA	6/30/2016
4,298	North Reading	MA	6/30/2018
7,103	Reading	MA	6/30/2015
4,820	Salem	MA	6/30/2018
6,112	Stoneham	MA	6/30/2015
10,198	Tewksbury	MA	6/30/2018
3,660	Tyngsboro	MA	6/30/2018
8,017	Wakefield	MA	6/30/2015
7,637	Westford	MA	6/30/2015
913	Greenland	NH	6/30/2017
6,201	Hudson	NH	6/30/2013
4,627	Windham	NH	12/31/2018

**Table 2**  
**Covanta Haverhill Inc.**  
**Facility # RR0128.008**  
**Metal Recyclers 2014**

<b>Recycler</b>	<b>Location</b>	<b>Type of Metals</b>	<b>Tons</b>
Schnitzer	Everett, MA	Pre-combustion metals	172
Southern Recycling/Audubon Metals	Henderson, KY	Post combustion metals	2,348
SIMS Metal Management	Johnston, RI	Post combustion metals	17,925
SEMSS	Middleboro, MA	Post combustion metals	257
		<b>Total Post-Combustion Metal Out</b>	<b>20,530</b>
		<b>Total Ash Back</b>	<b>7,737</b>
		<b>Net Post Combustion Metal Recycled</b>	<b>12,793</b>

# Annual MSP Progress Report

**Covanta Haverhill, Inc.**  
**RR0128.008**

## **Reporting Year 2014**

In accordance with 310 CMR 7.08(2)(i) and the Material Separation Plan Guidance for Municipal Waste Combustors, please find attached the annual progress report for reporting year 2014. This report documents the efforts and progress to date on educating the public to the hazards associated with mercury and programs designed to facilitate removal of mercury from the waste stream.

## **Format for Mercury MSP Annual Reports**

The Energy Recovery Council and its members, Covanta Energy and Wheelabrator Technologies, together with MassDEP, have agreed on the following reporting format for Annual Reports of their respective Material Separation Plans submitted to the MassDEP. For the 2014 Reporting Year (January – December 2014), facilities will submit Annual Reports containing information as described below.

### **I. Summary of Plan Activities**

This summary may mirror the MSP Plan description, and would include notations of changes or alterations to that Plan description for the activity that do not rise to the level of an amendment to the plan. The description includes the following information where applicable:

- a. Summary/Goal of program/activity/task;
- b. Problems/issues experienced while trying to implement program/task;
- c. Changes to program between proposal and implementation, if appropriate;
- d. Manner of contacting appropriate audience, advertising, or providing notice of the program;
- e. Duration of program;
- f. Proposed number of individuals or organizations to be contacted, if appropriate for that task (from Plan description);
- g. Actual or estimated number of individuals or organizations contacted, if appropriate;

### **II. Spreadsheet Summary of Mercury-Containing Products Collected for each Community**

The listing will be sorted as follows:

- Listing by community or targeted audience, e.g., town, school, etc.;
- Type of product collected;
- Quantity of each product collected, and weight of mercury collected by product type.

### **III. Spreadsheet Summary of Mercury-Containing Products Collected for each Program/Activity**

The listing will be sorted as follows:

- Listing by program/activity/task, i.e., school cleanouts, thermometer exchanges household hazardous waste collection days;
- Total amount of products and total weight of mercury collected.

### **IV. Spreadsheet Summary of MSP Budget and Expenses**

The Report shall provide, at a minimum, a summary of the budget for programs and actual program costs sorted as follows:

- Administration Costs;
- Education Costs of IWSA, listed by program;
- Individual Program/Activity/Task Costs;
- Other Costs broken out as appropriate.

## **I. Summary of Plan Activities**

During 2014, Covanta Haverhill, Inc. (Covanta) continued with the implementation of the sixth Material Separation Plan (MSPVI) for mercury containing products. The MSP VI, with some variations, is a continuation of the goals and programs of the previous MSP's. MSP VI called for various Hg collection and outreach activities to be continued to be conducted in the Covanta contract communities. In addition, other activities continue to be conducted with the hope of impacting and educating a broader population base. The following is an outline of the activities that were conducted between January 1, 2014 and December 31, 2014. Also included, where possible, is a quantification of the success of the activity. Where results of activities that were conducted are of a more subjective nature, we will attempt to indicate a level of success/participation.

In 2014, Covanta Haverhill serviced 24 contracted communities with the MSP program:

- 1) Bedford, MA
- 2) Burlington, MA
- 3) Chelmsford, MA
- 4) Danvers, MA
- 5) Dracut, MA
- 6) Essex, MA
- 7) Groton, MA
- 8) Harvard, MA
- 9) Haverhill, MA
- 10) Lawrence, MA
- 11) Littleton, MA
- 12) Lynnfield, MA
- 13) Melrose, MA
- 14) Middleton, MA
- 15) North Reading, MA
- 16) Reading, MA
- 17) Salem, MA
- 18) Stoneham, MA
- 19) Tewksbury, MA
- 20) Tyngsborough, MA
- 21) Wakefield, MA
- 22) Westford, MA
- 23) Greenland, NH
- 24) Windham, NH

## **1. Mercury Products Collection Routes**

### **a) Goal of program**

The primary objective of this program is to create and coordinate a collection route system between mercury recyclers (Veolia ES Technical Solutions, LLC or Complete Recycling Solutions) and the larger, non-residential, generators of mercury content bulbs (fluorescent, HID, Metal-Halide etc.).

### **b) Success\Problems encountered**

In 2014, there continued to be a number of generators accepting the offer of a pickup at the generator's location as opposed to having them transport to a Mercury Collection Event or taking them to the DPW/Transfer Station, (if the town allowed businesses access). Pickups by the recycling company were accomplished at 39 schools, hospitals, municipal electric companies, and hardware stores participating in Covanta's program.

A review of hardware stores that agreed to participate in Covanta bulb collection program is discussed in 4c. below.

Pickups at a generator's location could be offered with no increase in costs to Covanta as there are no transportation charges for non-business locations using Mass State Contract FAC53 (Category A, Collection and recycling/Disposal of Fluorescent Lamps, Mercury Devices and Ballasts).

All businesses with greater than 36 bulbs were offered assistance in contacting Complete Recycling Solutions for their mail in program (CRS-PAK) or having a pickup at their location. Covanta offered to provide a 50% reimbursement for the 1<sup>st</sup> year of these programs.

Although this assistance was offered in all advertisements, at all outreach activities, and in notices hand delivered, no businesses accepted this option in 2014.

### **c) Changes made**

This option was continued to be offered when quantities warranted. It was stressed that this option minimized labor and breakage. Also many phone calls/e-mails were made to contacts to discuss this option or other suitable collection options.

### **d) Outreach conducted**

A mailing to a total of 160 businesses/organizations was made apprising them of upcoming collection events and offering the above option.

### **e) Duration of program**

This approach was used throughout 2014 in the contract communities.

### **f) Proposed number of participants**

Efforts were made to maximize the number of participants as time permitted.

### **g) Number of individuals\ organizations contacted**

See d) above

## 2. Mercury Product Collection Events

### a) Goal of program

The goal of this program is to hold collection events to target and facilitate the collection of mercury and mercury bearing products from small businesses, municipal departments, and residents of the Covanta contract municipalities.

These events were staged in communities that denied businesses access to the transfer station/DPW Yard. While larger businesses were allowed to participate with a maximum of 36 bulbs accepted for recycling, a separate program that was discussed earlier in this report was available and designed to more appropriately meet and satisfy their needs for the collection of mercury bearing wastes.

At the end of 2014, all contracted towns had Mercury Collection Locations, i.e. sheds, roll off boxes, or a DPW enclosure.

The twenty (20) contract communities open to businesses at the collection points:

- Bedford, MA
- Burlington, MA
- Chelmsford, MA
- Dracut, MA
- Essex, MA
- Greenland, NH
- Groton, MA
- Harvard, MA
- Lawrence, MA
- Littleton, MA
- Lynnfield, MA
- Melrose, MA
- North Reading, MA
- Reading, MA
- Salem, MA
- Stoneham, MA
- Tewksbury, MA
- Tyngsborough, MA
- Westford, MA
- Windham, NH

The four (4) Massachusetts communities not open to businesses at transfer stations:

- Danvers, MA
- Haverhill, MA
- Middleton, MA
- Wakefield, MA

These communities had special Mercury Collection Events for businesses described below (see 2b)

**b) Success\Problems encountered**

In general, Covanta observed an increase in the number of mercury products collected through this program.

During 2014, Covanta's contracted communities had extensive education/outreach conducted in their respective business communities. Collection events were conducted in a similar manner. A Mercury Collection Event is an advertised opportunity for businesses/residents to turn in spent mercury products on a scheduled day during specific hours. The Covanta MSP Coordinator manages these events. Mercury products collected would be placed into the mercury sheds for later pickup.

In April, June, August, and October events were held in Haverhill and Wakefield.

In June and October, events were held in Middleton with adjoining community Danvers invited to participate.

In April and August, events were held in Danvers with adjoining community Middleton invited to participate.

Problems continue to be the ability to attract new participants to these seasonal events. Covanta continues to make requests to municipal supervisors that businesses be accepted at transfer stations/DPW yards.

**c) Changes made**

In 2014, a mailing list of businesses with contact names continued to be used in communities that had Special Mercury Collection Events for businesses.

For 2014, the mailing lists contained:

- Haverhill: 222 entries
- Danvers: 179 entries
- Wakefield: 130 entries

In 2014, tanning salons continued to be given special attention. Tanning bulbs, as well as compact fluorescent bulbs, are given a separate accounting on spreadsheets.

A special emphasis continued to be placed on compact fluorescent bulbs. Advertising always contained pictures of cfl's. As mentioned above, a separate tally was kept regarding these bulbs that have gained in popularity over the recent past. The amount of compact fluorescent bulbs collected increased from 8,292 in 2011, 14,083 in 2012, 23,759 in 2013 to 29,614 in 2014.

**d) Outreach Conducted**

Extensive outreach was conducted before each event, including placing 28 newspaper advertisements in 2014, use of local options, i.e. town websites, senior citizen newsletters, mailings to businesses/organizations. The events were also listed on the mercury website-[www.keepmercuryfromrising.org](http://www.keepmercuryfromrising.org).

**e) Duration of program**

This approach was used throughout 2014 in target communities

**f) Proposed number of participants**

N/A

**g) Number of individuals\ organizations contacted**

As mentioned in 1d above, 654 mailings as well as ads in local papers, phone calls and personal visits were made to advertise the events.

In communities where transfer stations now accept bulbs from businesses advertisements were placed in local newspapers.

**3. Thermometer Exchanges**

**a) Goal of program**

The goal of this activity is to help educate people on the dangers of mercury type thermometers, help residents safely recycle these devices, and provide them with safe non mercury replacements.

**b) Success\Problems encountered**

Since Chapter 39 of the Act of 2002 banned the sale of mercury fever thermometers in Massachusetts, fewer and fewer fever thermometers are being exchanged. The volumes were 337 in 2011, 251 in 2012, 222 in 2013, to 154 in 2014.

**c) Changes made**

Information on thermometer exchanges were included in all outreach activities.

**d) Outreach conducted**

Permanent exchange locations maintained in each of the 24 contracted communities with advertising conducted in various ways including town websites, senior center newsletters, etc.

**e) Duration of program**

In 2014, Covanta offered this program throughout the year.

**f) Proposed number of participants**

Efforts were made to maximize the number of participants as time permitted

**g) Number of individuals\ organizations contacted**

This program was discussed at all outreach opportunities

**4. Municipal Reimbursement for Mercury Program Expenses**

**a) Goal of program**

To assist communities with the cost associated with mercury product recycling, Covanta continued to reimburse all Covanta contract communities for the cost incurred in collecting, storing, and recycling of residentially and/or municipally generated mercury

containing products (fluorescent bulbs, thermostats, thermometers, etc) collected at HHW days or at permanent facilities (Universal Waste Sheds)

**b) Success\Problems encountered**

In 2014, it was evident that this program is firmly established in contracted communities. Mercury storage sheds are used with increasing regularity. At the end of 2014, all 24 contracted communities had mercury product storage sheds (locations).

**c) Changes made**

During 2014, with the disposal prohibition becoming effective (5/1/08) and the supplying to communities of the MassDEP "It's the Law" signs, the general public was notified that recycling of mercury products to include bulbs was mandatory.

Also in 2014, Covanta continued to enlist the aid of hardware stores to collect bulbs at no cost to customers. The stores had the option of either taking the bulbs to the Covanta collection sheds at their DPW/Transfer Station or requesting pickup by the recycling company.

A total of 15 electric supply/hardware stores have joined this program thus far. Participating Stores for 2014 are:

- 1) Moison Hardware Bedford, MA
- 2) Building Center Essex, MA
- 3) Moison Hardware Groton, MA
- 4) Aubuchon Hardware Haverhill, MA
- 5) True Value Haverhill, MA
- 6) Aubuchon Hardware Littleton, MA
- 7) Reading Lumber North Reading, MA
- 8) Ace Hardware Salem, MA
- 9) Round's Hardware Stoneham, MA
- 10) Aubuchon Hardware Tewksbury, MA
- 11) Ace Hardware Tewksbury, MA
- 12) Hart's Hardware Wakefield, MA
- 13) Ace Hardware Westford, MA
- 14) MacKay Hardware Westford, MA
- 15) Ace Hardware Windham, NH

In addition, Home Depot in Reading, MA collects CFL's under their corporate program.

In 2014, employees of Covanta/Haverhill were notified again that a Universal Waste 5 gallon pail was available in the MSP Coordinator's office for mercury products from home.

Larger items, i.e. 4' and 8' bulbs could be taken to the Universal Waste Storage area.

**d) Outreach conducted**

It has been found beneficial to communicate with municipal contacts frequently to demonstrate the importance of the program and maintain their cooperation. This is done with personal visits, mailings, e-mails, and phone calls

**e) Duration of program**

This program continued throughout the year.

**f) Proposed number of participants: N/A**

**g) Number of individuals\ organizations contacted**

Besides the DPW, transfer station personnel, and the recycling coordinators, there are people with various functions within their community that take an interest and take part in assisting the program. Volunteers are included in this list.

**5. Thermostat Collection Program**

**a) Goal of program**

A significant portion of mercury contained in the municipal waste stream is entering through the improper management/disposal of mercury containing thermostats. The goal of this activity is to promote thermostat recycling by educating, providing recycling incentives and assisting area tradesmen.

**b) Success\Problems encountered**

In 2014, tradesmen turned in 1107 mercury thermostats and received the \$5/each incentive. Other collection activities added another 548 thermostats to this total. It continues to be difficult to contact these small business men as they generally work out of their homes and are reluctant to identify themselves with a particular municipality.

**b) Changes made**

In 2014, Covanta/Haverhill contracted with Center for EcoTechnology to assist in the "Outreach" program to tradesmen and supply stores. New brochures, table at tradesmen fairs in Haverhill, and other assistance resulted in an increase of 12%.

The Massachusetts Mercury Management Act of 2006 called for a phase out of mercury thermostats by May 1, 2008. This information was distributed in all correspondence to tradesmen.

**d) Outreach conducted**

In 2014, efforts continued to identify tradesmen in contract communities willing to collect spent mercury thermostats. A \$5/each incentive was offered as in past years. Many phone calls and mailings were made to increase the number of tradesmen in the program. This opportunity was particularly stressed at presentations before community groups.

**e) Duration of program**

This program was continued throughout 2014

**f) Proposed number of participants**

During 2014, the number of participating supply stores/tradesmen was 33.

**g) Number of individuals\ organizations contacted**

Efforts to contact and add to participating list are done regularly.

**6. Facility Level Outreach/Education Efforts**

Outreach activities conducted in 2014 included:

01/21/14	Presentation to Haverhill Kiwanis
01/21/14	Presentation to Pentucket Kiwanis
01/27/14	Assist at Burlington Universal Waste Day
02/21/14	Presentation to Littleton Rotary
02/24/14	Presentation to Chelmsford Rotary
02/27/14	Presentation to Harvard Lions Club
03/04/14	Presentation to Bedford Rotary
03/05/14	Assistance at Deven's Household Hazardous Waste Day
03/13/14	Booth at North Shore Chamber's Business Expo/Danvers
03/18/14	Presentation to Reading Lions Club
04/02/14	Booth at MVCC Business Expo
04/08/14	Table at Mass Recycle Expo
04/19/14	Table at Windham (NH) Goes Green
04/23/14	Presentation to Tewksbury Lions Club
04/26/14	Assist at Burlington HHW
04/27/14	Table at Haverhill Goes Green
05/01/14	Attend MassBuys Expo/Worcester
05/18/14	Table at Soroptimist Club's Flea Market/Haverhill
05/21/14	Table at Melrose DPW Day (8am-1pm)
05/21/14	Table at Senior Health and Resource Fair/Haverhill (3pm-6pm)
05/31/14	Assistance at Reading Household Hazardous Waste Day
06/03/14	Meeting of Northeast Municipal Recycling Council/Wilmington DEP
06/9-10/14	Booth at NRRA Expo/Manchester, NH
06/21/14	Table at "Festival by the Lake/Wakefield
06/29/14	Table at Harvard's Triathlon
07/20/14	Table at Littleton Rotary's Triathlon
09/06/14	Table at Dracut's Old Home Day
09/07/14	Table at Reading Street Fair
09/13-14/14	Table at Harvard Lion's Fall Festival
09/17/14	Booth at Merrimack Valley Chamber of Commerce Business Expo, Andover
09/20/14	Table at Grotonfest
10/18/14	Assistance at Haverhill's Household Hazardous Waste Day
10/23/14	Booth at Cross Border's Expo/Haverhill
11/02/14	Table at Tyngsborough's Health Fair
11/08/14	Assistance at Middleton's Household Hazardous Waste Day
11/15/14	Assistance at Lynnfield's Household Hazardous Waste Day
12/14/14	Table at "Breakfast with Santa"/Bedford High School (Rotary sponsored)

As in the past, Covanta's Material Separation Coordinator has participated in Household Hazardous Waste Days conducted by contracted communities.

With the understanding that mercury products had to be included in advertisements and notices, and had to be collected at HHW's, Covanta offered:

- 1) Loan of two (2) A-Frame signs with movable letters;
- 2) Offer to purchase fifty (50) plastic corrugated signs printed with specific information for each HHW event;
- 3) Sponsor local newspaper advertising;
- 4) Pay the portion of HHW event invoice for the recycling of mercury products; and
- 5) Offer to have MSP Coordinator volunteer at HHW event.

Covanta also donated \$1,575 to help cover the costs for two (2) Haverhill HHW events.

Assistance and outreach was provided at following Household Hazardous Waste Days:

May 31, 2014: Assisted at Reading HHW  
October 18, 2014: Assisted at Haverhill HHW  
November 8, 2014: Assisted at Middleton HHW  
November 15, 2014: Assisted at Lynnfield HHW

## Summary

Overall, the results of the second year of MSP VI were quite good.

A comparison of amounts of mercury products recycled:

	2011	2012	2013	2014
Fluorescent bulbs:	333,819 ft	360,579 ft	393,583 ft	501,710 ft
U-Tubes	6,770	6,494	8,459	6,861
Compacts	8,292	14,083	24,759	29,614
Tanning	1,256	1,821	2,510	2,308
HID	1,053	1,679	2,781	3,050
Blood Pressure Instruments	11	11	31	6
Thermostats	1,721	1,883	2,132	1,655
Thermometers	337	251	222	154
Elemental Mercury	9,443g	16,934g	16,447g	33,710g
Total #'s of mercury	46.8lbs	64.3lbs	71.3lbs	99.8lbs

## II. Spreadsheet Summary of Mercury-Containing Products Collected for each Community

COVANTA HAVERHILL Reporting Year 2014

Community	Thermometers - 4in.		Thermometers - 12in.		Thermostats		Electrical Switches/Devices		Elemental Mercury		Blood Pressure		HID		U-Tubes		CFL		Tanning Bulbs		Fluorescent Bulbs		Misc.	
	No. Collected	WT Grams	No. Collected	WT Grams	No. Collected	WT Grams	No. Collected	WT Grams	No. Collected	WT Grams	No. Collected	WT Grams	No. Collected	WT Grams	No. Collected	WT Grams	No. Collected	WT Grams	No. Collected	WT Grams	No. Collected	WT Grams	No. Collected	WT Grams
DANVERS	0	0	0	0	189	850.5	0	0	0	2270	0	0	294	10.28	498	8.715	1843	32.2625	0	0	24154	128.87	0	0
ESSEX	0	0	0	0	32	144	0	0	0	0	0	0	29	10.6	58	1.0225	1100	19.25	0	0	5045	25.225	0	0
GROTON	20	20	0	0	35	157.5	0	0	0	0	0	0	148	5.18	304	6.37	2532	44.31	0	0	18977	94.985	0	0
HAVERHILL	0	0	0	0	148	657	0	0	7433	0	0	0	503	17.605	2245	39.2875	5883	104.878	19	0.3325	11756	585.73	0	0
LAWRENCE	0	0	0	0	83	238.5	0	0	0	0	0	0	9	0.315	466	8.155	580	9.625	0	0	18083	90.415	0	0
LITTLETON	2	2	0	0	58	247.5	0	0	0	0	0	0	882	23.87	115	2.0125	1792	31.36	0	0	12319	61.595	0	0
LYNNFIELD	0	0	0	0	0	0	0	0	0	0	0	0	17	0.585	98	1.715	307	5.3725	0	0	7384	36.47	0	0
MELROSE	0	0	0	0	512	2304	0	0	0	0	0	0	171	5.965	249	4.5375	845	14.805	0	0	9576	47.88	0	0
MIDDLETON	0	0	0	0	3	13.5	0	0	1816	0	0	0	347	12.145	203	3.5525	1474	26.795	1787	31.2725	19356	96.775	0	0
READING	8	8	0	0	73	328.5	0	0	399	0	0	0	6	0.21	420	7.625	1156	20.23	0	0	7634	38.17	0	0
STONEHAM	25	25	0	0	55	247.5	0	0	0	0	0	0	16	0.56	232	4.06	1232	21.91	24	0.42	18247	91.235	0	0
WAKEFIELD	2	2	0	0	55	247.5	0	0	0	0	0	0	282	8.17	157	2.7475	1180	20.65	0	0	1424	70.62	0	0
HARVARD	40	40	0	0	51	228.5	0	0	0	0	0	0	0	0	153	2.8525	477	8.3475	0	0	7862	39.31	0	0
SALEM, MA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GREENLAND (NH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WINDHAM (NH)	0	0	0	0	58	261	0	0	0	0	0	0	59	2.065	172	3.0525	1008	17.64	177	3.0975	15722	75.67	0	0
BEDFORD	0	0	0	0	5	22.5	0	0	0	0	0	0	105	3.71	280	4.9	1081	18.9175	0	0	8801	44.005	0	0
BURLINGTON	22	22	0	0	121	544.5	0	0	0	0	0	0	0	0	33	1.4925	439	7.6525	0	0	2864	14.32	0	0
CHELMSFORD	14	14	0	0	4	18	0	0	0	0	0	0	140	4.9	182	3.185	2381	45.1675	301	5.2675	84380	321.95	0	0
DRACUT	0	0	0	0	0	0	0	0	2192	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
N. READING	0	0	0	0	8	36	0	0	0	0	0	0	19	0.665	45	0.7875	52	0.91	0	0	4824	22.12	0	0
TENKSBUARY	21	21	0	0	7	31.5	0	0	0	0	0	0	110	3.805	157	2.7475	820	14.35	0	0	9025	45.125	0	0
TYNGSBOROUGH	0	0	0	0	0	0	0	0	0	0	0	0	63	2.03	2	0.035	73	1.2775	0	0	8577	42.865	0	0
WESTFORD	0	0	0	0	153	668.5	0	0	0	0	0	0	17	0.585	173	3.0775	1362	23.835	0	0	81846	409.23	0	0
Totals	154	154	0	0	1655	7448	0	0	33740	8	660	0	3050	107	6861	120	29614	516	2308	40	501710	2509	0	0
Total Pounds	0.3	0.0	0.0	0.0	16.4	33.4	0.0	0.0	74.3	1.5	0.2	0.0	0.3	1.1	0.1	0.1	0.1	0.1	0.1	0.1	5.5	0.0	0.0	0.0



**COVANTA HAVERHILL  
ANNUAL MSP REPORT FOR 2014**

**IV. Spreadsheet Summary of MSP Budget and Expenses**

No. of Contract Communities Served	23
Tons MSW processed	601,058

	Budget Based on 1 year of MSP IV	2014
<b>Outreach/Education (CET, ERC)</b>		
CET outreach and ERC website	\$47,500	\$13,731
Subtotals per Activity	\$47,500	\$13,731

<b>Facility-Level Outreach/Education</b>		
MSP Coordinator	\$134,000	\$106,272
Consultant Outreach	\$4,500	
Special Outreach	\$10,000	\$25,726
Subtotals per Activity	\$148,500	\$131,998

<b>Hg Collection Routes and Hg Collection Events</b>		
Ads, Outreach, Recycling Contractor, labor	\$33,000	\$18,880
Subtotals per Activity	\$33,000	\$18,880

<b>Thermometer Exchanges</b>		
Thermometer Exchange Program	\$4,000	\$0
Subtotals per Activity	\$4,000	\$0

<b>Municipal Mercury Recycling Reimbursement</b>		
Municipal Mercury Recycling Reimbursement	\$14,000	\$35,843
Subtotals per Activity	\$14,000	\$35,843

<b>Thermostat Collections</b>		
Tradesmen Incentives & Hg Recycling	\$5,000	\$5,535
Subtotals per Activity	\$5,000	\$5,535

<b>School Mercury Cleanouts</b>		
Recycling & Outreach	\$15,000	\$0
Subtotals per Activity	\$15,000	\$0

<b>Health Clinic Mercury Cleanouts</b>		
Recycling & Outreach	\$15,000	\$0
Subtotals per Activity	\$15,000	\$0

<b>MSP IV TOTALS</b>	<b>\$282,000</b>	<b>\$205,987</b>
----------------------	------------------	------------------

**Covanta Haverhill Waste to Energy Facility  
310 CMR 19.303(4)(c) Information**

**1. Implementation of the Facility's approved Class II Recycling Program**

The Covanta Haverhill, Inc Waste to Energy Facility (Facility) received a Permit Modification Approval – Final Decision, effective 09/25/09, to participate in the Class II Recycling Program under 310 CMR 19.300 (Transmittal Number X229366). In accordance with this approval, Covanta hired the consulting company CEC as the Facility's Waste Ban Compliance Professional (WBCP), implemented an electronic tracking system for the enhanced waste ban inspections, and began the random WBCP inspection program pursuant to 310 CMR 303(1)(c). As required by regulation, timely quarterly reports have been submitted to the MassDEP for this inspection program.

**2. The Facility's obligations under 310 CMR 19.303(2)**

In 2014, the Facility sold RPS Class II Waste Energy Generation Attributes and received a total of \$2,574,401 gross income. 50% of this income was transferred to the Sustainable Materials Recovery Program Expendable Trust. The facility received confirmation from MassDEP that this revenue was indeed received and deposited.

**3. The waste characterization study in accordance with 310 CMR 19.303(3)**

The last Waste Characterization study was conducted in 2013.

**EXHIBIT 2**

**COVANTA HAVERHILL MUNICIPAL WASTE  
FISCAL YEAR 2015 (JULY1, 2014 TO JUNE 30, 2015)**

# Solid Waste & Host Agreement

## EXHIBIT 2

### Municipal Contract Portfolio Weighted Average Tip Fee Fiscal Year 2015 (July 1, 2014 to June 30, 2015)

	Revenue	Tons	Weighted Average Tip Fee
1	Bedford, Town of	3,952.73	
2	Bedford, NH, Town of	2,522.56	
3	Burlington, Town of	6,325.02	
4	Chelmsford, Town of	11,043.66	
5	Dracut, Town of	9,240.29	
6	Essex, Town of	1,165.61	
7	Greenland, Town of	929.30	
8	Groton, Town of	878.61	
9	Harvard, Town of	778.95	
10	Haverhill, City of	21,206.88	
11	Lawrence, City of	27,570.66	
12	Littleton, Town of	933.63	
13	Lynnfield, Town of	4,092.95	
14	Melrose, City of	7,424.63	
15	Middleton, Town of	2,008.34	
16	North Reading, Town of	4,200.10	
17	Reading, Town of	7,143.30	
18	Salem, City of	3,277.77	
19	Stoneham, Town of	5,436.58	
20	Tewksbury, Town of	9,928.67	
21	Tyngsboro, Town of	3,658.35	
22	Wakefield, Town of	7,219.70	
23	Westford, Town of	7,307.54	
24	Windham, Town of	4,695.17	
	<b>Total All Municipalities</b>	<b>152,941.00</b>	

Included for purposes of example only	<b>Prior Contract Year WATF:</b>	
	<b>Increase/(Decrease):</b>	
	<b>Municipal Disposal Rate Share:</b>	

3.2

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

February 19, 2016

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

RE: Salary Ordinance & MOA

Dear Mr. President and Members of the Haverhill City Council:

Enclosed is a Salary Ordinance and MOA between the City of Haverhill and the City Hall Clerk's Group.

The Ordinance is enclosed and I recommend approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/ah

Memorandum of Agreement  
Between  
THE CITY OF HAVERHILL and THE CITY HALL CLERKS GROUP – Teamsters Local #170

**Three year contract:**

July 1, 2014 to June 30, 2015  
July 1, 2015 to June 30, 2016  
July 1, 2016 to June 30, 2017

**Wages**

**General wage increase as follows:**

1.5% salary increase effective 7-1-2014  
1.5% salary increase effective 7-1-2015  
1.75% salary increase effective 7-1-2016

**No retro pay**

**Add new paragraph to Article VII: WAGES AND LONGEVITY Section 1:**

"No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employ of the City of Haverhill to become an active M.G.L. c. 32 retiree."

**Medical Benefits language**

**Delete all language in Article XIV MEDICAL BENEFITS: Section 1 and insert the following:**

**Health Insurance**

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before January 1, 2010 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after January 1, 2010 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Account under IRS Section 125. The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account will be \$2,500 (\$2,550 per plan year beginning 7/1/15). The maximum annual allowable amount to be deducted on a pre-tax basis for the Medical Dependent Care Account will be \$5,000.

**Health Reimbursement Account**

The City will establish Health Reimbursement Accounts pursuant to the current MGL c. 32B PEC agreement.

**Opt-Out Plan – A one-time opt out option**

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.

# MOA City Hall Clerks Group

## **New member**

Add position of Computer Operator to contract and salary ordinance

## **Bereavement Leave**

Add "significant other" to Bereavement Leave section.

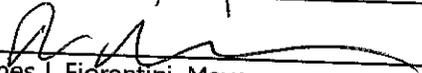
## **Professional Development**

Increase from \$500 yearly to \$10 per week (\$520).

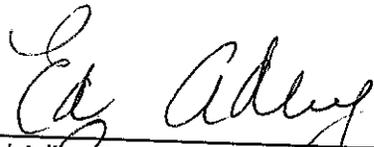
## **Notary Stipend**

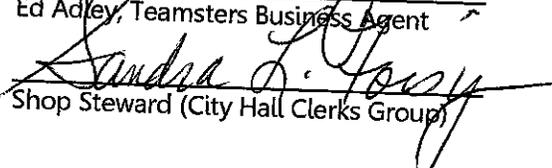
The City of Haverhill will provide a \$100 yearly stipend for clerks who maintain a notary license and advertise the availability to all customers. The City will reimburse clerks for payment of the application fee. The City will pay for the record book and up to \$25 for a notary stamp.

Date: 2/8/16

  
James J. Fiorentini, Mayor

William D. Cox, Jr., City Solicitor

  
Ed Adley, Teamsters Business Agent

  
Sandra L. Foszy  
Shop Steward (City Hall Clerks Group)



DOCUMENT

# CITY OF HAVERHILL

In Municipal Council

3.2.1

File 10 DAYS

~~ORDERED~~

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
CITY HALL CLERKS

BE IT ORDAINED by the City Council of the City of Haverhill that Document 11-F of 2014 is hereby amended by the following:

Amend ARTICLE IX: WAGES and LONGEVITY to read as follows:

EFFECTIVE 7/1/2014	1.5%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Principal Clerk		\$ 573.35	\$ 589.88	\$ 606.90	\$ 624.43	\$ 642.52	\$ 661.10	\$ 680.20	\$ 699.87
Head Clerk/Account Clerk		\$ 612.36	\$ 630.35	\$ 648.91	\$ 668.00	\$ 687.65	\$ 707.93	\$ 728.72	\$ 750.13
Office Manager/Office Account Clerk		\$ 644.55	\$ 663.51	\$ 683.05	\$ 703.20	\$ 723.90	\$ 745.25	\$ 767.15	\$ 789.66
Head Admin Clerk/Supervisor of Benefits		\$ 685.39	\$ 706.21	\$ 727.70	\$ 749.81	\$ 772.63	\$ 796.16	\$ 819.53	\$ 843.59
Chief Admin Clerk		\$ 723.10	\$ 745.07	\$ 767.72	\$ 791.06	\$ 815.13	\$ 839.94	\$ 864.60	\$ 890.00

EFFECTIVE 7/1/2015	1.5%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Principal Clerk		\$ 581.95	\$ 598.73	\$ 616.00	\$ 633.79	\$ 652.15	\$ 671.02	\$ 690.41	\$ 710.37
Head Clerk/Account Clerk		\$ 621.55	\$ 639.80	\$ 658.64	\$ 678.02	\$ 697.96	\$ 718.55	\$ 739.65	\$ 761.38
Office Manager/Office Account Clerk		\$ 654.21	\$ 673.47	\$ 693.29	\$ 713.75	\$ 734.76	\$ 756.43	\$ 778.66	\$ 801.51
Head Admin Clerk/Supervisor of Benefits		\$ 695.67	\$ 716.80	\$ 738.61	\$ 761.06	\$ 784.22	\$ 808.10	\$ 831.82	\$ 856.24
Chief Admin Clerk		\$ 733.94	\$ 756.24	\$ 779.23	\$ 802.92	\$ 827.35	\$ 852.54	\$ 877.57	\$ 903.35
Computer Operator									\$ 897.98

EFFECTIVE 7/1/2016	1.75%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Principal Clerk		\$ 592.13	\$ 609.20	\$ 626.78	\$ 644.88	\$ 663.57	\$ 682.76	\$ 702.49	\$ 722.80
Head Clerk/Account Clerk		\$ 632.42	\$ 651.00	\$ 670.17	\$ 689.89	\$ 710.18	\$ 731.13	\$ 752.60	\$ 774.70
Office Manager/Office Account Clerk		\$ 665.66	\$ 685.25	\$ 705.43	\$ 726.24	\$ 747.62	\$ 769.67	\$ 792.29	\$ 815.54
Head Admin Clerk/Supervisor of Benefits		\$ 707.84	\$ 729.35	\$ 751.54	\$ 774.38	\$ 797.94	\$ 822.24	\$ 846.38	\$ 871.23
Chief Admin Clerk		\$ 746.79	\$ 769.48	\$ 792.87	\$ 816.97	\$ 841.83	\$ 867.46	\$ 892.92	\$ 919.16
Computer Operator									\$ 913.69

Amend ARTICLE IX: WAGES AND LONGEVITY SECTION 3. Professional Development

Effective July 1, 2016 change the amount of Professional Development from \$500 per year to \$10 per week (\$520/year).

Add to ARTICLE IX: WAGES AND LONGEVITY New Section 4. Notary Stipend

The City of Haverhill will provide a \$100 yearly stipend for clerks who maintain a notary license and advertise the availability to all customers. The City will reimburse clerks for payment of the application fee. The City will pay for the record book and up to \$25 for a notary stamp.

Approved as to legality:

  
City Solicitor

11-1  
Supervisor



BACKUP  
REFERENCE

DOCUMENT 11-F

**CITY OF HAVERHILL**

9.1

In Municipal Council

ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
CITY HALL CLERKS

BE IT ORDAINED by the City Council of the City of Haverhill that Document 67-O of 2010 is hereby amended by the following:

Amend ARTICLE IX: WAGES and LONGEVITY to read as follows:

EFFECTIVE 7/1/2012 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Principal Clerk	\$556.52	\$572.57	\$589.10	\$606.11	\$623.67	\$641.70	\$660.25	\$679.34
Head Clerk/Account Clerk	\$594.39	\$611.85	\$629.87	\$648.40	\$667.47	\$687.17	\$707.34	\$728.12
Office Manager/Office Account Clerk	\$625.64	\$644.05	\$663.01	\$682.57	\$702.66	\$723.39	\$744.64	\$766.50
Head Admin Clerk/Supervisor of Benefits	\$665.28	\$685.49	\$706.35	\$727.82	\$749.96	\$772.80	\$795.49	\$818.84
Chief Admin Clerk	\$701.88	\$723.21	\$745.19	\$767.85	\$791.21	\$815.30	\$839.23	\$863.89

EFFECTIVE 7/1/2013 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Principal Clerk	\$564.87	\$581.16	\$597.93	\$615.20	\$633.02	\$651.33	\$670.15	\$689.53
Head Clerk/Account Clerk	\$603.31	\$621.03	\$639.32	\$658.13	\$677.49	\$697.47	\$717.95	\$739.04
Office Manager/Office Account Clerk	\$635.02	\$653.71	\$672.95	\$692.81	\$713.20	\$734.24	\$755.81	\$778.00
Head Admin Clerk/Supervisor of Benefits	\$675.26	\$695.77	\$716.94	\$738.73	\$761.21	\$784.39	\$807.42	\$831.12
Chief Admin Clerk	\$712.41	\$734.06	\$756.37	\$779.37	\$803.08	\$827.53	\$851.82	\$876.85

Amend ARTICLE IX: WAGES AND LONGEVITY SECTION 3. Professional Development  
Effective July 1, 2012 change the amount of Professional Development from \$350 to \$500 per year.

Add to ARTICLE IX: WAGES AND LONGEVITY new Section 6. Mileage  
Mileage - Increase the travel mileage to \$.44/mile effective July 1, 2013.

Amend ARTICLE XII: SICK AND BEREAVEMENT LEAVE SECTION 16: Furlough Days  
Any outstanding furlough days will be compensated on or after July 1, 2013 at the applicable rate. After the furlough days are paid out, Section 16 shall be deleted in its entirety.

Approved as to legality:

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

PLACED ON FILE for at least 10 days  
Attest:

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

PETITION FOR JOINT POLE RELOCATION

*1-5* Hearing February 23 2016  
MUNICIPALITY

To the City Council  
of the City 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:-

**MADISON STREET:** Relocate jointly owned pole No. 398/2 approximately 48 feet in a Northerly 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. P201-1A0S6SE dated December 29, 2015 and Revised January 8, 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.**

By: *Everette Bryan*  
E. Everette Bryan, Rights of Way Engineer

**MASSACHUSETTS ELECTRIC COMPANY**

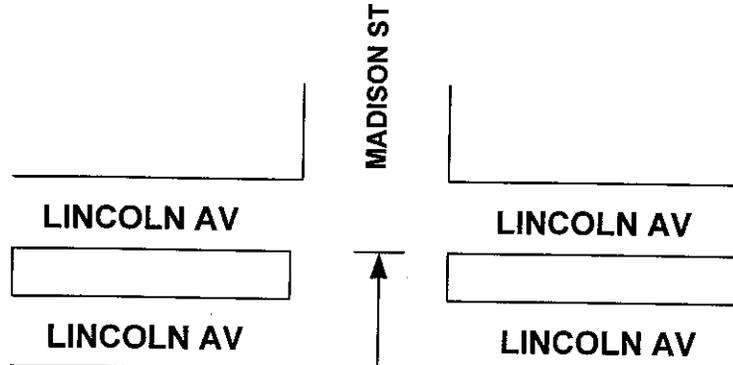
By: *Rafael Pano*  
~~Robert Nelcoski~~ – Engineering Supervisor  
*Rafael Pano*

IN CITY COUNCIL: February 2 2016  
VOTED: that COUNCIL HEARING BE HELD FEBRUARY 23 2016  
Attest:

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



MUNICIPALITY



MADISON ST

MADISON ST

Install New Pole No. 2, 48' to the north  
 due to new building and driveway  
 construction.

JO Pole # 398/3



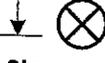
JO Pole #398/2 (New)



JO Pole # 398/2 (Old)



JO Pole # 398/1



17-19  
 N/F  
 Livingstone Development Corp.  
 1501 Main St. – Unit 4  
 PO Box 50  
 Tewksbury, MA 01876

11-13  
 N/F  
 Livingstone Development Corp.  
 1501 Main ST. – Unit 4  
 PO Box 50  
 Tewksbury, MA 01876

P/L

268'+

114'

+/- 48'

+/- 145'

3'+

<b>Petition Sketch for Verizon New England Inc. &amp; National Grid</b>			
<b>Locus: Madison Street Haverhill, MA</b>			
Scale: Not to Scale	Drawn by: E. Bryan, R/W	Verizon Job No. 1A0S6SE	Date: Dec. 29, 2015 Revised Jan. 8, 2016

- Proposed New Location
- Existing Location



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

January 25, 2016

Haverhill City Hall  
Room 118  
4 Summer Street  
Haverhill, MA 01830

RE: Petition Plan #2015-1A0S6SE – MADISON STREET

Enclosed, you will find the above referenced petition plan for relocating one (1) Jointly Owned Pole #398/2 Madison Street approximately 48 ft. in a Northerly direction.

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: Robert Coulter  
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

ORDER FOR JOINT POLE RELOCATION

MUNICIPALITY

5.1

By the City Council  
of the City of Haverhill, Massachusetts.

ORDERED: That the VERIZON NEW ENGLAND INC. and MASSACHUSETTS ELECTRIC COMPANY be and they are hereby granted a joint relocation for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 29th day of December, 2015.

All construction under this order shall be in accordance with the following conditions:-

Poles shall be of sound timber, and reasonably straight and shall be set substantially at the points indicated upon the plan marked - VERIZON NEW ENGLAND INC., No. P2015-1A0S6SE Dated December 29, 2015 and Revised January 8, 2016 filed with said petition. There may be attached to said poles by said VERIZON NEW ENGLAND INC. not to exceed 20 wires and 6 cables and by said MASSACHUSETTS ELECTRIC COMPANY, wires and cables necessary in the conduct of its business and all of said wires and cables shall be placed at a height of not less than 14 feet from the ground.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:-

MADISON STREET

Relocate jointly owned pole No. 398/2 approximately 48 feet in a Northerly direction.

Also that permission be and hereby is granted to each of said Companies 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 may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Haverhill, Massachusetts, held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint relocation order adopted by the City Council of the City of Haverhill, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and recorded with the records of location orders of said City/Town, Book \_\_\_\_\_ Page \_\_\_\_\_.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

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

February 23 2016

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

6.  
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

February 19, 2016

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

**RE: Rocks Village Historic Commission**

Dear Mr. President and Members of the Haverhill City Council:

I hereby appoint the following to the Rocks Village Historic Commission:

- Ray Arsenault, Chair, 22 Wharf Lane
- Michael Forehand, Assistant Chair, 28 River Road
- Jasmine Menna, 26 Elliot Street
- Lydia Harris, 28 River Road
- Cindy Dauksewicz, 59 Wharf Lane
- Jonathan Wagman, 38 E. Main
- Christine Kwitchoff, 14 Colbys Lane
- Bill King, 29 Wharf Lane, *alternate*
- Tom Beers, 26 Elliot Street, *alternate*
- Heather McMann, 34 Wharf Lane, *alternate*

These are confirming appointments and I recommend your approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/ah

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL  
MASSACHUSETTS**

6,  
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

February 19, 2016

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

**RE: Neighborhood Advisory Board**

Dear Mr. President and Members of the Haverhill City Council:

I hereby appoint Cynthia Martinez, 233 Franklin Street and Daniel Collins, 20-22 Blaisdell Street, to the Neighborhood Advisory Board. These are non-confirming appointments.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/ah

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

6.  
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

February 19, 2016

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

**RE: Community Affairs Advisory Board**

Dear Mr. President and Members of the Haverhill City Council:

I hereby name the following members to the CAAB:

- Angelica (Toni) Acevedo, 14 Granite Street, Apt 302
- Blossom (Blondie) Alvaranga, 56 Cedar Street
- Sheila Callahan, 27 15<sup>th</sup> Avenue
- William Lapierre, 1 Hanscom Avenue
- Lourdes Lopez, 97 Chadwick Street
- J. Jesse Medley, 41 Downing Avenue
- Sharon Sullivan, 20 Westminster Avenue
- Anne Vlack, 60 Hancock Street

These are non-confirming appointment and expire on August 31, 2016.

Very truly yours,

  
**James J. Fiorentini**  
Mayor

JJF/ah

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

6.  
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

February 19, 2016

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

RE: Constables

Dear Mr. President and Members of the Haverhill City Council:

I hereby reappoint the following individuals as constables for the City of Haverhill:

Ronald Bertheim  
16 Lenox Ave  
METHUEN, MA 01844

Steven Ring  
90 LINWOOD STREET  
HAVERHILL, MA 01830

Gerald Sewell  
264 BROADWAY  
HAVERHILL, MA 01832

David Hall  
73 EAST BROADWAY  
HAVERHILL, MA 01830

Christian Sewell  
61 SOUTH CENTRAL STREET  
HAVERHILL, MA 01835

I am also recommending the following new constables to be appointed:

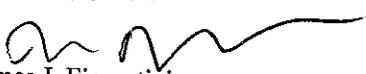
Daryl Hines  
5 Silver Leaf Way Apt 507  
Peabody, MA 01960

Mike Lixandroiu  
36 Atwood Rd  
Haverhill, MA 01830

Felicita Roman  
14 Lesley Ave  
Methuen, MA 01844

Walter Sorenson Jr  
11 Rocky Woods Rd  
Groveland, MA 01834

Very truly yours,

  
James J. Fiorentini  
Mayor

7.1  
FIORELLO & MIGLIORI  
ATTORNEYS AT LAW

KAREN L. FIORELLO  
kfiorello@fimidlaw.com

MICHAEL J. MIGLIORI  
mmigliori@fimidlaw.com

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

February 11, 2016

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

Re: Application for Waiver of Affordable Housing Component  
Hales Landing Definitive Plan, Cluster Development  
Assessor's Map 776, Block 788

Dear President Michitson and Members of the City Council:

I am hereby requesting on behalf of Hale's Landing LLC, a Waiver of the Affordable Housing Component for Hales Landing Definitive Plan Cluster Development, located off of Groveland Road, Haverhill, MA.

The project, originally approved by the City Council in 2005, consists of 26 single family homes, two of which were designated to be affordable. Since 2005, neither of the two designated affordable units have been sold. This waiver would allow those homes to be sold at market rate.

In exchange for the waiver, Hales Landing, LLC is prepared to immediately pay, to the City of Haverhill, the sum of \$57,000.00 (\$28,500.00 per unit). Additionally, my client has agreed to upgrade and enhance the trails located on the contiguous parcel that was deeded to the City as part of the original approval process, along with upgrades and enhancements to the easement connecting the cluster development to the parcel transferred to the City.

We believe that maintaining those two homes as affordable will continue to create an unnecessary economic hardship that is not in the best interests of the city.

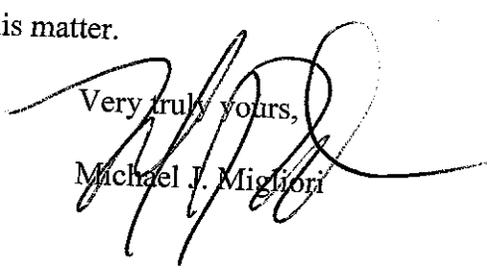
The City Council has approved similar requests in the past and therefore this request is consistent with past practice of this Council.

Page - 2 -

Would you kindly place this matter on the agenda for your February <sup>23</sup>~~16~~, 2016 hearing.

Thank you for your consideration in this matter.

Very truly yours,

  
Michael J. Migliori

MJM/dma

c.c.: Mayor James Fiorentini  
Attorney William Cox  
William Pillsbury  
Robert Pondelli



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

February 19, 2016

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

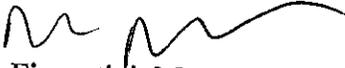
**RE: Hales Landing**

Dear Mr. President and Members of the Haverhill City Council:

With regards to the request of Hales Landing LLC to waive the affordable housing component for their development, I have been negotiating with them and am in agreement with the proposal of their counsel, Attorney Migliori to pay the sum of \$57,000 (\$28,500) per unit, and, to upgrade and enhance the trails located on the contiguous parcel deeded to the City, as well as the easement area connecting the development to the parcel. This will allow improvements to be made to this area which is envisioned as a future section of the rail trail at no cost to the City. I am in agreement with favorable action on the request, provided the work on the trails and easement area is completed by June 30, 2016.

I recommend approval.

Very truly yours,

  
James J. Fiorentini, Mayor

JJF/ah



# Haverhill

10

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

Date: 2-10-16

Honorable President and Members of the Municipal Council:

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

Organization: Consentino School

Applicant's Name: Rose Currier  
Applicant's Signature: Rose Currier

Applicant's Residence: Haverhill MA

(3 Consecutive Days Only, One of which may include solicitation on a Public Way)

Date of Tag Day Request(s): March 3 & 4

Date-solicitation on Public Way: NA

Canister:  Tag:

Fee: \$ NC

Street Locations (Select Below):

Off Street Locations (Specify Other):

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

Heavenly Donuts Bradford  
Market Basket Westgate

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

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

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

Recommendation by Police Chief:  Approved  Denied

Office Use Only  
Al R. P. A.  
Police Chief

Municipal Council: \_\_\_\_\_  
\_\_\_\_\_

City Clerk



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

151

ORDERED:

To the Honorable Members of the City Council:

Ladies and Gentleman:

By virtue of the authority vested in me, as Mayor, by the City Charter and Ordinances of the City of Haverhill, and the General Laws of the Commonwealth, I have this day appointed the following persons, as attached, to serve as Precinct Officers in the several wards of the City for the year 2016:

Guy	Berube	17 Coolidge Ave	
Stephen	Jaskelevicus	34 Commonwealth Ave	01830
Shirley	Kern	10 Thornton Ave	01830
Michelle	Rousseau	160 Hale Street	01830
Carrie	Wyse	130 Woburn st Reading MA 01867	01867
Burlinda	Cousins	60 Arch St #2	01832
Gloria	Mazza	180 Water Street #514	01830
Alison	McKay	96 Summer St	01830
Carl	Scheffy	4 Delvine Ter	01832
Alice	Tobiassen	1D 19th Ave	01830
Helen	Witham	25 Barlett Street	01830
Louis	Yarid	13 Dewey St	01844
Barbara	Praiano	28 Garrison Ave	01832
Carmen	Letizia	1 Fieldstone Way	01830
Rosalind	McKeon	7 Myles Standish Dr. Unit 1	01835
Joyce	Thibodeau	19 Shady Lane	01832
Julia	De Veaux	170 Washington Sreet #709	01830
Christena	Flynn	51 Chandler St	01835
Margaret	Gosselin	145 Kingsbury Ave	01835
Nancy	Kyle	32 Trumbull Ave	01832
Charles	Mueller	29 Lincolnshire Drive	01835
Jennifer	Doucette	156 Presidential Dr.	01835
Jane	Burgess	75 Brockton Ave	01830
James	Macdonald	22 Woodrow Ave	01830
Ann	Norman	107 Lowell Ave	01832
Gladys	Willer	12 West Meadow Road	01832

Bryan	Waters	84 Blossom St	01835-
Alicia	Haggett	154 Presidential Dr	01835
Ann	Genthner	24 Hermon Ave	01832
Carole	Pelchat	16 Farrwood Drive	01835
Germaine	Sheehan	170 Crystal Street	01832
Aileen	Swider	22 Lincolnshire Dr	01835
Ralph	Wightman	170 Washington Street #310	01832
Sheila	Babolian	100 Water Street #625	01830
Elinor	Curtin-Cameron	95 Westchester Drive	01830
Carolyn	Hannigan	21 Minot Ave	01830
Patricia	Ross	35 Evergreen Drive	01835
Carol	Tuttle	116 Whittaker Ave	01830
Milton	Twombly	35 Saltonstall Road	01830
Kerry	Fitzgerald	3 Richmond Street	01830
Raymond	Lamprey	134 Summer St #1	01830
Herb	Bergh	15 Forest Ave	01832
Stephanie	Croston	305 Farrwood Dr	01835
Kathleen	Lavallee	2 Cole Ave	01835
Virginia	Taylor	213 Groveland Street	01830
Michael	LaBonte	150 Millvale Road	01830
Joseph	Mazza	180 Water Street #514	01830
Madelaine	Thompson-Judkins	80 Auburn Street	01830
Marc	St Louis	21 Nichols st	01830
Janice	Keyser	57 Tyler Park	01830
Kathleen	Connor	13 Buttonwoods	01830
Lawrence	Hicks	21 Woodland Way	01830
Catherine M.	Hicks	21 Woodland Way	01830
Sheryl	Ross	1 Fernald Ave	01830
Dee	Vencis	23 Turner Ave	01830
Margaret	Connelly	64 Brickett Hill Circle	01830
Robert	Connelly	64 Brickett Hill Circle	01830
Kathy	Douglas	121 Brickett Hill Circle	01830
Susan	Hicks		
Julee-Ann	Saldi	75 Hunter's Run Place	01832
John	Woolf	207 Groveland Street	01830
Judith	Boksanski	6 Hawthorne St	01835
Joanne	Kennedy	64 Lamoille Ave	01835
Marilyn	Luther	16 Riverside Ave	01835
Linda	Pooler	17 Seven Sister Road	01830
David	Van Dam	396 Puritan Road	01907-
Jeannette	Woolf	207 Groveland Street	01830
Arlene	Antolewicz	65 Lansing Ave	01832
Leslie	Ellery	PO Box 64 Merrimac Ma 01860	

Richard	Klinger	24 Hancock Street	01830
Frank	Komola	17 Chadwick Street	01835
Edward	Syvinski	100 Homestead St	01830
Maureen	Vinci	162 Lowell Ave	01832
Alice	Zujewski	45 Beechwood Drive	01832
Arina	Montag	27 11th Ave	01830
Patricia	Kalashian	100 Klondike Ave	01832
Kathleen	Kimball	42 Oxford Ave	01835
Doris	McGirr	6D Kennedy Circle	01830
Margaret	Pfifferling	21 Jordan Street	01830
Susan	Powell	138 Kingsbury Ave	01835
Latifah	Cousins	79 Warrenton Rd	01832
Elaine	Frangente	132-6 West Meadow Rd	01832
Carol	Carifio Mooshia	151 Brown Street	01830
Elizabeth	Grube	7 Valleyview Ave	01835
Dale	Kershner	65 Observatory Ave	01832
Pamela	Koscielniak	70 Washington Street #507	01830
Robert	Horgan	2 Delvine Terr	01832
Francis	Buckley	17 Evergreen Dr	01835
Joseph	LoGiudice	198 Morgan Dr	01835
Irl	Clevesy	6 Columbia Ter	01830
Nelson	LaValle	47 East Broadway	01830
Maurice	McGuire	201 Jericho Road	01832
Sarah	Moore	421 Farrwood Drive	01835
Patrick	Murphy	53 Bennington St	01832
Shawna	Kelley	2 Northwood terr	01830
Catherine	Horgan	50 Lexington Ave	01835
Grace	Fortuna	4 Brandywine Lane	01844-
Robert	Gardella	54 9th Ave	01830
Kalister	Green-Byrd	1 Kennedy Circle Apt A	01830
Paula	Moore	49 Leroy Avenue	01835
Kathleen	Parker	10 Greenleaf Street	01835
Gary	Scarselletta	124 West Main Street #6	01860-
Barbara	Cote	4 Riverbank Cir	01835-
Robyanne	Cormier	6 Edmund Street	01835
Jane	Cunningham	22 Phoenix Row #606	01830
Bethel	Keller	82 South Elm Street	01835
Cheryl	Lupi	35 Barker St	01830
Mary	Von Richter	22 Phoenix Row #601	01830
Meaghan	Cormier	6 Edmond Street	01835
Mary	Buswell	87 Cogswell Street	01835
Frank	Dawkins	9 Lamoille Street	01835
Maureen	Dawkins	9 Lamoille Street	01835
Joanne	Gucciardi	120 Presidential Drive	01835
Rosemary	Scully	86 Westchester Drive	01830

Sandra	Pearl	70 Edgewood Ave	01830
Kevin	Bergin	7 Byron st	01835
Sultana	Diamontopoulos	26 Longview Street	01830
Virginia	Kelley	17 New Hampshire Ave	01835
Bruce	Nelson	8 Highland Street	01830
Natalie	Self Robinson	12 Montgomery St	01830
Pamela	Carr	58 Atlanta st	01832
Eric	Wortman	84 Blossom St	01835
Karren	McCabe	927 Hamel Mill Lofts, 40 Locke St	01830

*g a n*



DOCUMENT

15.2

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

That the sum of **\$26,410.00** be transferred from the General Fund, *Reserve for Capital Projects* to the following Capital Account per the Capital Plan

Health Department Vehicle \$26,410.00

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

February 19, 2016

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

RE: Transfer

Dear Mr. President and Members of the Haverhill City Council:

Enclosed please find a transfer order for \$26,410.00 to be transferred from the General Fund, Reserve for Capital Projects to the following Capital Account per the Capital Plan. Currently, the Health and Inspectional Services Department have 2 vehicles that are no longer operable. This transfer will cover the cost of one new vehicle.

The order is attached and I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

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

February 19, 2016

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

**RE: Street Light Appropriation**

Dear Mr. President and Members of the Haverhill City Council:

Enclosed please find a transfer order for \$93,000 from Free Cash to the Street Light Maintenance Expense Account. We have been making an effort to repair the street lights downtown and to keep them working. Because of these efforts, our street light budget has been depleted and we need this transfer to replenish the account to help maintain the street lights downtown.

The order is attached and I recommend approval.

Very truly yours,

  
James J. Fiorentini, Mayor

JJF/ah



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

*Case 1  
Make  
File 10 days  
16.1*

XXXXXXXXX MUNICIPAL ORDINANCE  
ORDERED:

CHAPTER 240

**An Ordinance Relating to Parking  
(2 Irving Avenue Street—Handicap Parking)**

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

LOCATION	REGULATION	HOURS/DAYS
<u>2 Irving Avenue</u>		
In front of No. 2 Irving Avenue except for 1-24 hour handicapped parking space at No. 2	No Parking	24 Hours

APPROVED as to legality:

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



# Haverhill

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

February 12, 2016

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

**RE: 2 Irving Avenue—REQUEST TO ADD A HANDICAP PARKING SPACE**

Dear Council President Michitson & Councilors:

As per your request dated 2/11/16, along with the request from Chief DeNaro dated 1-10-16, and communication from Officer Powell dated 2/2/16, I am submitting a Municipal Ordinance to allow a handicapped parking space at the location of 2 Irving Avenue.

Sincerely,

William Pillsbury, Jr.  
Economic Development  
Director/Planning Director

WP/lw

**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



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

**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

February 11, 2016

TO: Mr. William Pillsbury  
Planning and Development Director

RE: **Document to Establish Handicap Parking Ordinance – 2 Irving Avenue.**

Dear Mr. Pillsbury:

At the City Council meeting held on February 9, 2016, the following request for a handicap parking space was approved and submitted by Chief DeNaro:

- Doc.# 20 – 2 Irving Avenue

Would you kindly prepare the proper documents and place it on the next 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 Lance Powell

**CITY OF HAVERHILL  
APPLICATION FOR HANDICAP PARKING SIGN**

81

\*NEW   
\*RENEWAL

Back-up

DATE OF REQUEST 1-10-16 DATE OF APPROVAL \_\_\_\_\_

NAME: William Belkis

ADDRESS: 2 Irving Ave Haverhill

TELEPHONE #: 978 387 1854

VEHICLE TYPE: Dodge Van

PLATE #: LA 288

Do you currently have off street parking at your residence?  Yes  No  
If yes, why is there a need for a handicap parking sign? \_\_\_\_\_

Did you have a handicap parking sign at a previous address?  Yes  No  
If yes, location? \_\_\_\_\_

x William Belkis  
Applicant Signature

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

Approve  Denied

Reason for denial

Alan R. Powell  
Chief of Police Signature

Approve  Denied

Reason for denial

City Council Approval

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

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

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

to Officer Powell

To: Chief Denaro

From: Officer Powell

Date: February 2, 2016

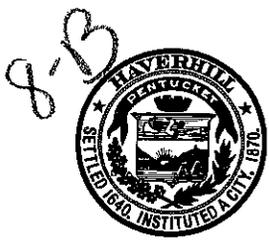
Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from William Belkus of 2 Irving Ave. He has an active Massachusetts handicap placard issued to him. I have inspected the location and his request is appropriate. He currently has no off street parking. He lives on a dead end street and actually is located at the dead end. I would recommend that a Handicap parking space be placed in front of his home located at 2 Irving Ave.

Respectfully Submitted,

 #8  
Officer Powell



DOCUMENT 8-B

# CITY OF HAVERHILL

In Municipal Council February 9 2016

17.1

ORDERED:

## MUNICIPAL ORDINANCE

## CHAPTER 100

### AN ORDINANCE RELATING TO ALCOHOLIC BEVERAGES

**BE IT ORDAINED** by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 100, as amended, is hereby further amended as follows:

By adding the following paragraph at the end of the existing text of this section:

#### **“Article IV Carry-In Alcoholic Beverages**

#### **§100-7 Carry-In Alcoholic Beverages.**

The possession and/or consumption of Carry-in Alcoholic Beverages, as defined below, by a person of lawful age at those commercial food establishments which have a common victualler license under M.G.L. chapter 140 shall be permitted provided a valid license is issued under the provisions of this section.

Carry-in Alcoholic Beverages shall be defined as wine and malt beverages only in previously unopened containers. No other alcoholic beverages shall be allowed to be possessed or consumed on the premises of commercial food establishments with a valid Carry-in Alcoholic Beverages license from the Commission.

The Haverhill License Commission is authorized to establish reasonable rules and regulations to implement this policy and to address any and all public health and safety concerns. Any license issued under this section shall be at the sole discretion of the Commission. Any establishment so issued such a license shall at all times be in strict conformity with the rules and regulations of the Haverhill License Commission.

**CITY OF HAVERHILL**

**MASSACHUSETTS**

**CITY SOLICITOR'S OFFICE**

145 South Main Street

Bradford, MA 01835

(978) 373-2360

FAX: 978/891-5424

EMAIL: billcoxlaw@aol.com

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

January 29, 2016

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

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

**RE:** Ordinance - Carry In Alcoholic Beverages

In response to your letter of January 21, 2016 I have prepared an Ordinance to provide for the regulation of Carry In Alcoholic Beverages.

Should you have any questions or concerns, please do not hesitate to contact me.

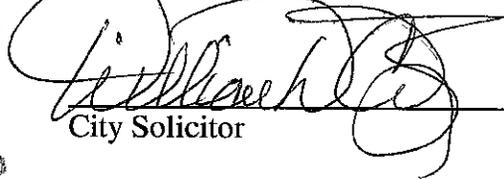
**cc:** James J. Fiorentini, Mayor

S-B

A Carry-in Alcoholic Beverages License shall be issued for no more than one year and must be reapplied for annually at the time of renewal of the common victualler's license. The hours during which the consumption of Carry-in Alcoholic Beverages is allowed shall be at the discretion of the Commission and shall be specified on the license. A Carry-in Alcoholic Beverages License shall be issued in the name of the manager at the Establishment and shall not be transferred to a new manager of the Establishment without the prior approval of the Commission.

Only those applicants operating with thirty (30) or fewer seats within the Central Business District, as defined in this Code, or operating a bona fide non-profit arts and cultural organization, are eligible for a Carry-In Alcoholic Beverage License. The Commission may consider the character of a neighborhood and/or compliance with the City's zoning code in determining whether or not to issue a Carry-In Alcoholic Beverage License."

APPROVED AS TO LEGALITY



City Solicitor

PLACED ON FILE for at least 10 days

Attest:

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

Ordinance re: Alcoholic Beverages

11-D



DOCUMENT 11-D

17.2

**CITY OF HAVERHILL**

In Municipal Council February 9 2016

**ORDERED:**

That as part of the fiscal year 2016 budget the sum of \$200,000 be appropriated to operate the Parking Services Fund and further that said appropriation be funded in the following manner:

Parking Services Receipts	\$200,000
---------------------------	-----------

POSTPONED TO FEBRUARY 23 2016

Attest:

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

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

February 5, 2016

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

RE: Appropriation

Dear Mr. President and Members of the Haverhill City Council:

Enclosed please find an order for \$200,000.00 to be appropriated to operate the Parking Services fund. This expense will be paid by parking revenues.

The order is attached and I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah



DOCUMENT 21

17B

**CITY OF HAVERHILL**

In Municipal Council February 2 2016

ORDERED:

**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, as amended, be further amended by adding the following to § 240-85 Schedule B: Parking Restrictions and Prohibitions:

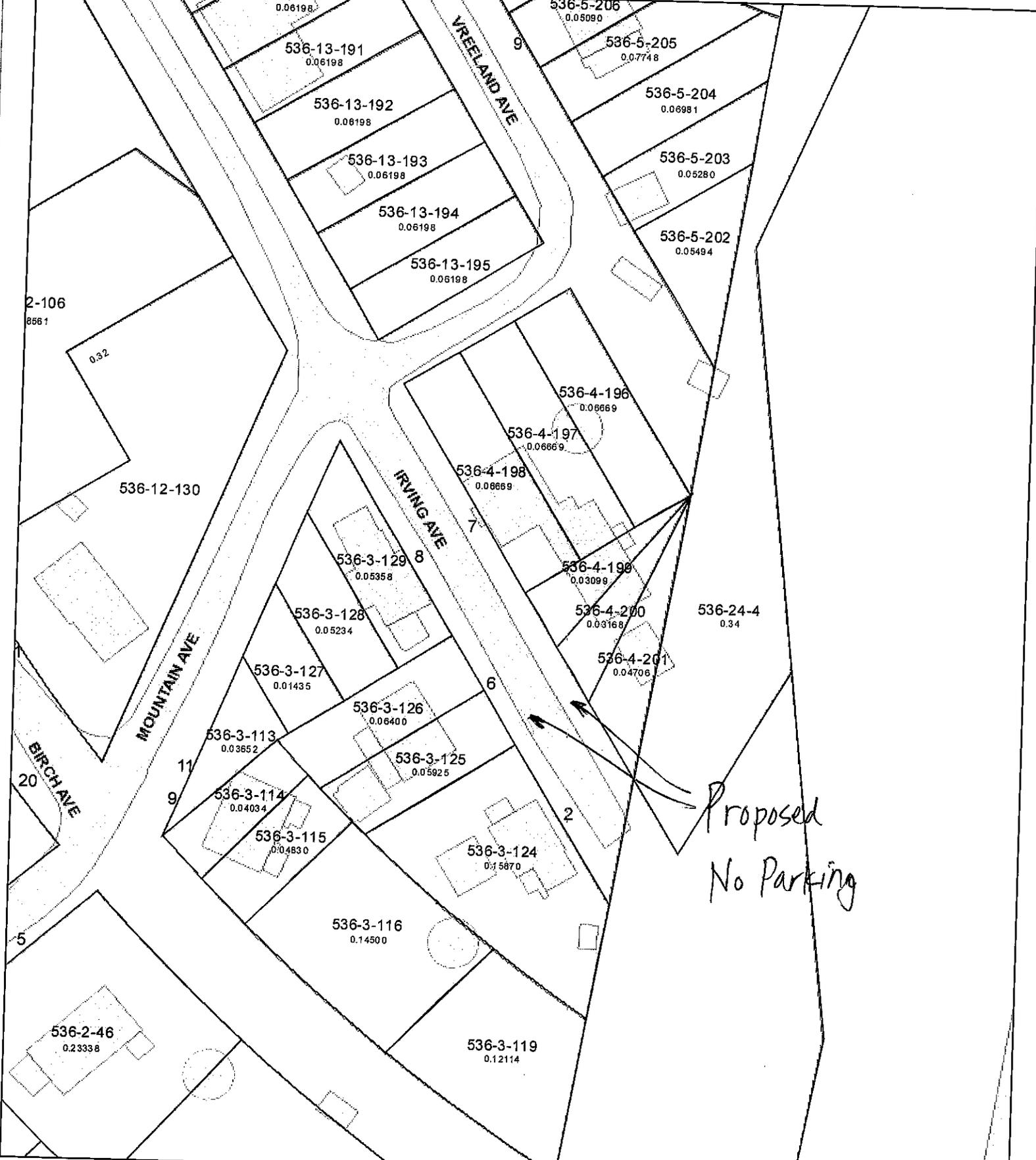
<b>Irving Avenue</b>	<b>No Parking</b>	<b>24 hrs</b>
<b>Both sides from its intersection</b>		
<b>With Mountain Avenue south</b>		
<b>For 175'</b>		

APPROVED AS TO LEGALITY:

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

PLACED ON FILE for at least 10 days  
Attest:

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

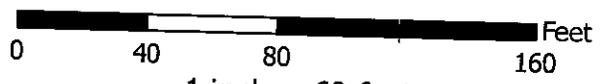


*Proposed  
No Parking*



City Of Haverhill, MA  
Engineering -- Division  
Date produced: 1/29/2016

### Irving Avenue



1 inch = 60 feet



This map was produced from the City Of Haverhill's Geographic Information System. The City expressly disclaims any liability that may result from use of this map.



# Haverhill

Engineering Department, Room 300  
Tel: 978-374-2335 Fax: 978-373-8475  
John H. Pettis III, P.E. - City Engineer  
[JPettis@CityOfHaverhill.com](mailto:JPettis@CityOfHaverhill.com)

January 29, 2016

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

**Subject: *Irving Avenue No Parking Ordinance and Old Amesbury  
Line Road Stop Ordinance***

Per the recommendations from the recent Traffic & Safety meeting, attached are the subject ordinances and maps for clarification.

Please contact me if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox

22



DOCUMENT 22

17.4

**CITY OF HAVERHILL**

In Municipal Council February 2 2016

ORDERED:

**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, as amended, be further amended by adding the following to § 240-95 Schedule L: Stop Streets:

<b>Stop Street</b>	<b>Direction of Travel</b>	<b>At Intersection of</b>
<b>Old Amesbury Line Road</b>	<b>East/West</b>	<b>Merrimac Road</b>

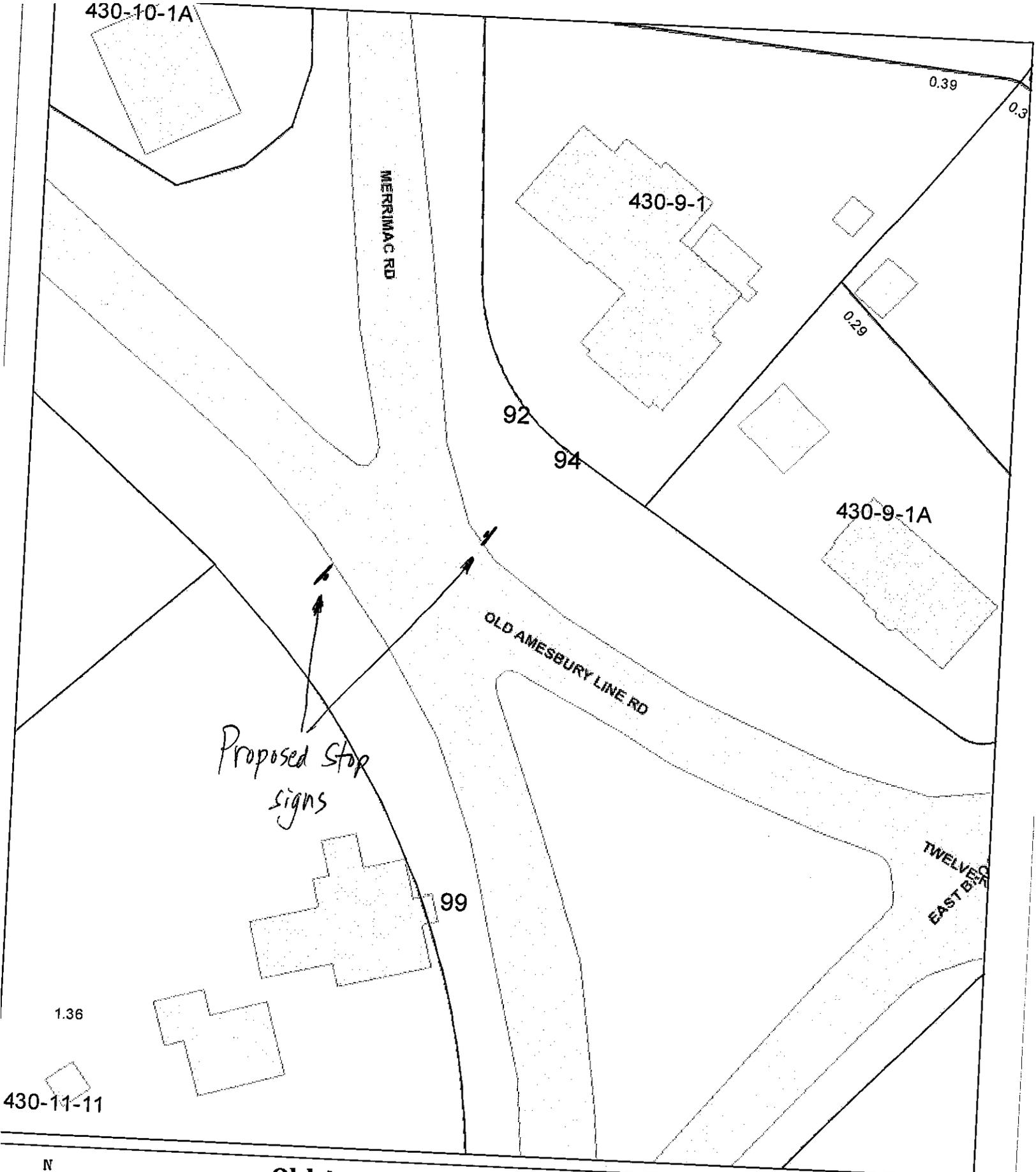
APPROVED AS TO LEGALITY:

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

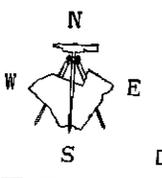
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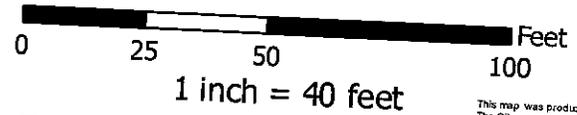
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City Clerk



### Old Amesbury Rd at Merrimac Rd



City Of Haverhill, MA  
 Engineering -- Division  
 Date produced: 1/29/2016



This map was produced from the City Of Haverhill's Geographic Information System. The City expressly disclaims any liability that may result from use of this map.

**CITY COUNCIL**

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



19.1

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

**CITY OF HAVERHILL**

HAVERHILL, MASSACHUSETTS 01830-5843

February 18, 2016

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

Councillor Colin LePage would like to have Dr. John Maddox, School Physician, announce the upcoming parent presentation for "Substance Abuse and the Adolescent Brain".

*Colin LePage*  
City Councillor Colin LePage

**CITY COUNCIL**

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*PRESIDENT*  
MELINDA E. BARRETT  
*VICE PRESIDENT*  
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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

February 17, 2016

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

Councillor Sullivan would like to introduce Andrew Fonseca and Jenny Arndt to discuss creating a disc golf course at the Clement Farm forest.

Thomas J. Sullivan

**CITY COUNCIL**

JOHN A. MICHITSON  
*PRESIDENT*  
MELINDA E. BARRETT  
*VICE PRESIDENT*  
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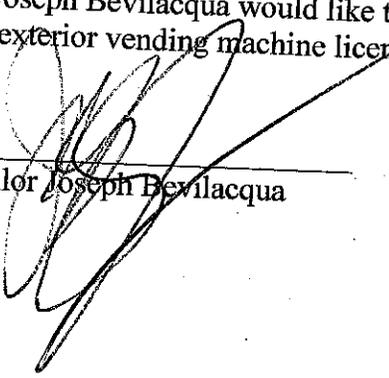
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citycnd@cityofhaverhill.com

**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

February 16, 2016

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

Councillor Joseph Bevilacqua would like to discuss a proposed amendment to the application form for an exterior vending machine license.

  
\_\_\_\_\_  
City Councillor Joseph Bevilacqua

**CITY COUNCIL**

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MELINDA E. BARRETT  
*VICE PRESIDENT*  
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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

19.4  
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citycnd@cityofhaverhill.com

February 18, 2016

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

Councillor Colin LePage would like to have a representative of Team Haverhill speak about the Possible Dreams event on March 14.

*Colin LePage*  
City Councillor Colin LePage

**CITY COUNCIL**

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*PRESIDENT*  
MELINDA E. BARRETT  
*VICE PRESIDENT*  
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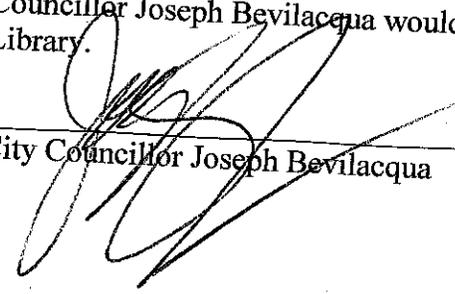
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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

February 16, 2016

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

Councillor Joseph Bevilacqua would like to discuss parking issues at the Haverhill Public Library.

  
\_\_\_\_\_  
City Councillor Joseph Bevilacqua

**CITY COUNCIL**

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VICE PRESIDENT  
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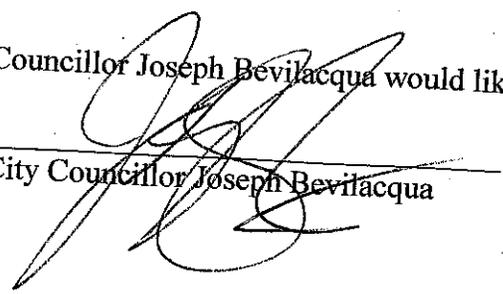
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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

February 16, 2016

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

Councillor Joseph Bevilacqua would like to discuss the Wood School playground.

  
City Councillor Joseph Bevilacqua

**CITY COUNCIL**

JOHN A. MIGHTSON  
*PRESIDENT*  
MELINDA E. BARRETT  
*VICE PRESIDENT*  
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19.7

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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

February 19, 2016

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

Councillor Joseph Bevilacqua would like to discuss an Economic Development Marketing Opportunity for industrial/commercial buildings and sites.

*Joseph Bevilacqua*  
City Councillor Joseph Bevilacqua

**CITY COUNCIL**

JOHN A. MICHITSON  
PRESIDENT  
MELINDA E. BARRETT  
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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

**MINUTES OF THE ADMINISTRATION AND FINANCE COMMITTEE**  
**MEETING HELD ON FEBRUARY 17, 2016**

An Administration and Finance Committee Meeting was held on Wednesday, February 17, 2016 at 7:00P.M. in the City Council office, Room 204.

Committee Members: Committee Chairperson Colin LePage, Council Vice President Melinda Barrett, Councillor Mary Ellen Daly O'Brien, Councillor William Macek, Council President John Michitson, Councillor Joseph Bevilacqua and Councillor Thomas Sullivan also attended.  
Department Heads: City Clerk Linda Koutoulas

The following items were discussed:

- 1.) **Doc. 11-M/2015** – Communication from Mayor Fiorentini requesting City Council join with him in investigating of taxicab rates to see if they need to be adjusted. *At the request of the Mayor, a motion was made to table the matter to the next scheduled meeting (date to be determined) to allow for further information to be obtained. Passed unanimously.*
- 2.) **Doc. 5** – Communication from Councillor LePage requesting a discussion regarding Rules & Regulations of the City Council; *The current Rules and Regulations were reviewed by all Councillors present. Additions and deletions of such Rules were suggested and discussed by all present. Recommended changes are to: Rule 1, Rule 2, Rule 3, Rule 7, Rule 8, Rule 11, Rule 12 and Rule 32.\* A motion was made to send the proposed amendments back for full Council review and approval, passed unanimously.*
- 3.) **Doc. 6-F** – Communication from Councillor Bevilacqua requesting to discuss the reporting back of items referred to Council Committees; *The Committee discussed this item as part of their review of Rules & Regulations of the City Council and included a proposed amendment to Rule 11 on this topic.*

Respectfully submitted,

Colin LePage, Chairperson  
Administration and Finance Committee  
Haverhill City Council

February 17, 2016

CL/bsa

\*encl. – Rules and Regulations

c: Mayor James J. Fiorentini  
City Council

## RULES AND REGULATIONS OF THE CITY COUNCIL

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### ORGANIZATION

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

For the purpose of organization, the City Clerk shall be temporary Chairperson until the President and Vice President are elected. President nominee(s) must have a minimum of one year's experience on the Haverhill City Council to qualify for election.

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

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

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

### **REGULAR MEETINGS**

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

### **MEETINGS OPEN TO PUBLIC**

Rule 2A. Except in the case of executive sessions, all meetings of the City Council and of City Council Committees thereof shall be open to the public, and the City

Council shall provide that citizens shall have up to three (3) minutes, unless a longer period is deemed necessary by the presiding Councillor to be heard at any such meeting in regard to any matter considered there. All meetings of the City Council shall conform to the Massachusetts Open Meeting Law (G.L. c.39).

**SPECIAL MEETINGS**

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

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

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**HOLIDAYS**

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

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**QUORUM**

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

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**REMOTE PARTICIPATION**

Rule 6. Remote participation of City Council meetings shall be conducted in accordance with the Code of the City of Haverhill, Chapter 66, Article III.

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**PRESIDING OFFICER**

Rule 7. The President, if present, shall preside at the meetings. In the absence of the President, the Vice President of the City Council shall preside or, in the absence of both, the next available Councillor in a downward sequential order as determined by the voting results of the last City Council election shall preside if s/he desires during the absence of both the President and the Vice President.

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

Rule 8. If the office of President becomes vacant, the Vice President shall assume duties of the President or if the office of Vice President becomes vacant, the City Council, in the manner provided in Rule 1, shall at the next regularly scheduled meeting elect one of its members to fill such office for the unexpired term, provided that no such vacancy shall be filled so long as there is a vacancy in the City Council.

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### **DUTIES OF PRESIDING OFFICER**

**Rule 9.** The presiding officer shall preserve decorum and order, may speak to points of order in preference to other members; shall decide all questions of order, subject to any appeal to the City Council, regularly seconded; and no other business shall be in order until the question on the appeal shall have been decided. The vote upon the appeal from the ruling of the chair shall be by roll call and shall stand unless a majority of the votes are to the contrary. The chair shall be allowed to vote on any question of appeal.

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

### **RELINQUISHING THE CHAIR**

**Rule 10.** When the presiding officer desires to relinquish the chair, s/he shall call upon the Council Vice President, and, if not present, s/he shall call upon the next available Councillor in a downward sequential order as determined by the voting results of the last City Council election but such substitution shall not continue beyond the will of the presiding officer so relinquishing the chair or beyond any adjournment, except as hereafter provided.

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

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

### **COMMITTEES**

**Rule 11.** The President of the City Council shall appoint all standing committees, all special committees, shall fill any committee vacancy and designate the rank of the members of each committee unless specifically directed otherwise by a majority of the council. There shall be the following standing committees:

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1. Administration & Finance Committee: Department of Finance & Records; and Law
2. Natural Resources & Public Property Committee: Water and Wastewater; Energy Conservation; Conservation Commission; Department of Public Buildings; Assessors; Parks and Playgrounds.

- 3. Planning & Development Committee: Department of Community Planning and Development; Planning Department; Engineering.
- 4. Public Health, Safety & Works Committee: Department of Law Enforcement; Department of Fire Safety Services; Public Works; Public Health.
- 5. Citizen Outreach Committee: Constituent and Neighborhood Groups

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

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The Committee Chairperson shall ensure items referred to Committee be reported on as soon as reasonably possible after item is referred. Any item submitted to sub-committee of the City Council shall be reported back to the City Council with recommendation(s) for action, if any. The City Council Vice President shall ensure items referred to Committee be reported on within 60 days of referral.

The meetings of the standing committees of the City Council shall be held on Wednesdays or Thursdays no earlier than 7:00 PM. in the City Council office, Room 204, except in cases where the subject matter to be discussed is deemed by the Committee Chairperson to be more appropriate at another day, time or place.

**SUFFICIENCY OF VOTE**

Rule 12. The affirmative vote of a majority of all the members elected to the City Council shall be necessary for the passage of any order, ordinance, resolution, or vote except as noted herein or otherwise provided by the General Laws. The affirmative vote of a majority of the members present shall be sufficient to adjourn any meeting of the City Council.

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**COUNCIL VOTES NECESSARY PLAN A**

Annual Budget	Majority	5 votes
Salary Appropriation	Majority	5 votes
Salary Ordinance (increase)	2/3	6 votes
Loan Orders	2/3	6 votes
Transfer from one department/ <u>or account to another (C.44 S.33B)</u>	2/3	6 votes
Transfer within department	Majority	5 votes
Eminent Domain	2/3	6 votes
* Zoning ordinances and amendments	2/3	6 votes

**	Zoning Special Permits	2/3	6 votes
	Suspend Rules	2/3	6 votes
	To amend a document	Majority	5 votes
	To rescind a document	2/3	6 votes
	To expunge a document	2/3	6 votes
	To override a Mayor's veto	2/3	6 votes
	Motion to censure	2/3	6 votes

- \* If a petition signed by the owners of 20% of the property abutting is presented to the Clerk prior to the close of the hearing, protesting a change, the document requires 7 votes, (see G.L. C.40A s.5)
- \*\* Cluster Residential Development, Planned Unit Development and Multifamily dwellings (see G.L. c.40A), Used and New Car Dealerships (see Zoning Regulations Ch.255-16, Table of Use and Parking Regulations)

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

Rule 13. Every member present when a question is put shall vote, unless any Councilor for special reasons stated before the roll call vote and decided upon without debate shall be excused. No member shall leave the Council Chambers without permission of the chair if his/her presence is necessary to make a quorum.

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

Rule 14. Final votes of the City Council shall be by individual voice vote by YES or NO and shall be entered on the records. The presiding officer shall always vote last.

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

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

Rule 15. Prior to the announcement by the Chair of the result of a roll call vote, any Councilor may ask to have his/her name called again in order to record him/herself differently.

### GAINING THE FLOOR

Rule 16. Every Councilor, when wishing to speak, shall raise his/her hand respectfully or, if available, signal the Chair by some other acceptable manner, asserting his/her desire to gain the floor and wait until s/he is recognized.

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**EVERY ORDER OR RESOLUTION MUST BE ENDORSED**

Rule 17. No order or resolution shall be received or acted upon unless endorsed by a member of the Council.

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**WITHDRAWING NOTICE**

Rule 18. After a motion is stated or read by the Chair and properly seconded, it shall be deemed to be in possession of the Council, and shall be disposed of by vote, but the mover or seconder may withdraw it at any time before a decision or amendment.

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**PETITIONS ONCE REJECTED**

Rule 19. Except as otherwise might be provided specifically in the Massachusetts General Laws, whenever final action on any order, ordinance, petition or question has been taken by the City Council, no further order, ordinance, petition or question which in substance is the same as heretofore acted upon, shall be resubmitted to the Council within six months from the time of the Council's previous action thereon unless two-thirds of the Council consents in writing for its resubmission.

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

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

Rule 20. Every ordinance and every order for a bond issue shall, before its passage, be referred to the City Solicitor, who shall forthwith examine the same as to its legality and notify the Council of his/her findings.

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

**ENACTING STYLE**

Rule 21. All by-laws passed by the City Council shall be entitled ordinances and the enacting style be "Be it ordained by the City Council of the City of Haverhill". In all votes by which the City Council expresses anything by order or by command, the enacting style shall be "Ordered:" and in all votes by which the City Council expresses opinions, principles, facts or purposes, the enacting style shall be "Resolved".

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Rule 22. When a question is under debate, the chair will receive motions in accordance with Order of Precedence outlined in "Robert's Rules of Order".

**PREVIOUS QUESTION**

Rule 23. The previous question shall be put in the following form: "Shall the main question be now put?" and all further amendment or debate of the main question shall be suspended until the previous question is decided.

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

**RECONSIDERATION**

Rule 24. After a vote has been taken, it shall be in order for any member voting with the prevailing side to move reconsideration thereof at the same meeting at which the vote was taken, or to file with the City Clerk, not later than twelve o'clock noon of the second business day following such meeting, written notice of a motion to reconsider such vote. After receiving such written notice of reconsideration, the Clerk shall place it on the calendar for the next regular meeting or for any intervening special meeting, provided the same is included in the call thereof.

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

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**KEEPER OF THE RECORD**

Rule 25. The Clerk or her/his designee shall attend and keep the records of all meetings of the Council. S/he shall record the names of the members present, and shall have the care and custody of the city records, and all documents, maps, plans and papers pertaining to the business of the City Council. The City Council Administrative Assistant or her/his designee shall assume the duties of the Clerk in her/his absence.

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

Rule 26. All papers of whatever description which may require action by the City Council shall be presented to the City Clerk not later than 11:00 A.M. on the Friday preceding the day of each regular meeting, except when such preceding day is a holiday or City Hall is closed, then they shall be presented at the same hour on the Thursday preceding the day of the meeting. Papers presented after that hour on such day will not

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be considered until the next meeting, unless admission is approved by two-thirds of the City Council.

### CLERK SHALL PREPARE A LIST OF ALL MATTERS

Rule 27. The City Clerk shall prepare a list of all matters to come before the City Council at each meeting in accordance with the established order of business and shall deliver to the Council office for each Councillor, a copy of the same on the same day that the agenda is prepared.

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

Rule 27A. No business or document scheduled to come before the City Council may be removed or omitted from the agenda prior to a meeting.

Rule 27B. The City Council shall allow for re-reading of all back up material related to any Ordinance before the vote is taken for passage.

Rule 27C. The President of the City Council shall not allow any communication or other matter to be placed on the agenda that does not conform with the City Council's Rules and Regulations or, if not governed by a rule or regulation, that does not conform with Robert's Rules of Order.

### EXAMINATION OF RECORDS OF PREVIOUS MEETING

Rule 28. At each meeting of the Council, the records for the meeting shall be referred to a member thereof (excepting to the President) for examination; and for the next Council meeting s/he shall report the results thereof to the Chair who shall accept the minutes for the file unless objected by any City Councillor whereupon the Chair shall then place before the meeting the question of approval of the same.

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### ORDER OF BUSINESS

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

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1. Opening Prayer
2. Pledge of Allegiance
3. Approval of the records of previous meeting
4. Assignment of minutes review for next meeting
5. Communications from the Mayor
6. Utility hearing(s) and related order(s)
7. Appointments

8. Petitions
9. Hearings and related Orders
10. Motions and Orders
11. Unfinished business of preceding meetings
12. Communications and reports from city officers and employees
13. Resolutions and Proclamations
14. Council committee reports and announcements

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

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

#### PASSAGE AT ONE SESSION

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

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#### PARLIAMENTARY PRACTICE

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

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

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

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

#### COUNCIL BUDGET

Rule 32. Prior to the Presidents submission of the Council annual budget to the Mayor, the President shall seek input from each Councillor and each Each Councillor shall be allowed to provide his/her input to the City Council budget.

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### HEARINGS

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

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

### INDOCTRINATION OF NEW COUNCILLORS

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

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### INTRADEPARTMENTAL COMMUNICATION

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

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

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### USE OF CITY COUNCIL STATIONERY

Rule 36. The use of City Council stationery with official letterhead shall be afforded to the Council President to communicate with any City Department, citizens, private businesses or State and Federal entities as s/he deems necessary. However, any communication issued by any other Council member on said stationery with respect to an issue previously, presently or potentially under the auspices of the City Council, Mayor or any commission, committee, authority, board, task force or any other decision making body on the local, state or federal level, must be through the Council Administrative Assistant and must be copied to the Council President.

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

**SPECIAL ELECTION AND BALLOT QUESTIONS**

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

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**MOTIONS TO CENSURE**

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

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## 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



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## CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

### DOCUMENTS REFERRED TO COMMITTEE STUDY

102-H	Communication from Councillor Macek requesting to propose the establishment of an Adult and Senior Fitness Park	NRPP	10/29/13
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.	Planning & Development	7/14/15
11-M	Communication from Mayor Fiorentini requesting City Council join with him in investigating of taxicab rates to see if they need to be adjusted	Administration & Finance	10/6/15 2/2/16
	Suspension of Rules to discuss unpermitted BnB's operating in City of Haverhill	A & F	10/20/15
5	Communication from Councillor LePage requesting a discussion regarding Rules & Regulations of the City Council	A & F	1/6/16
6-F	Communication from Councillor Bevilacqua requesting to discuss the reporting back of items referred to Council Committees	A & F	1/12/16
6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	2/9/16