



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, September 13, 2016 at 6:30 PM  
City Council Chambers, Room 202

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## 1. EXECUTIVE SESSION - LITIGATION MATTER.

The Council will first convene in open session in the City Council office, then go into Executive Session. The Council will then reconvene in open session in the City Council Chambers to conduct all other business.

## 2. APPROVAL OF RECORDS OF THE PREVIOUS MEETING

## 3. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

## 4. COMMUNICATIONS FROM THE MAYOR:

4.1 Communication from Mayor Fiorentini announcing that he has removed Robert Scatamacchia from the *Hunking School Building Committee* pursuant to Haverhill City Code Chapter 3, Section 3-7 Attachment

## 5. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

5.1 Communication from Denise McClanahan, Human Resources Director, submitting amended Salary Ordinance for *Water Purification Group/Teamsters Local #170* (Document 28-I) that was already submitted to Council and passed August 23<sup>rd</sup>

5.1.1 Ordinance re: Salaries – Water Purification Group; amend Electrician/Carpenter step

Attachments

## 6. UTILITY HEARING(S) AND RELATED ORDER(S)

6.1 Document 93; Petition from National Grid Electric for underground conduits on Chadwick rd, Kingsbury & Lincolnshire av; Plan 17306526

6.1.1 Document 93-B; Order-grant National Grid Electric permission for underground conduits on Chadwick rd, Kingsbury & Lincolnshire av

Attachments

## 7. APPOINTMENTS

Confirming Appointments

Non-confirming Appointments

Resignations

## 8. PETITIONS

NO SCHEDULE

## 9. APPLICATIONS/HANDICAP PARKING SIGNS

NO SCHEDULE





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## 16. HEARINGS & RELATED ORDERS:

16.1 Document 84; Petition from Joseph DiFraia for Special Permit to build an addition to the building currently housing the *Chit Chat Lounge*; on the 1<sup>st</sup> and 2<sup>nd</sup> floor. Project includes addition of 4 residential one-bedroom units on the 3<sup>rd</sup> and 4<sup>th</sup> floors; to be townhouse style as rentals; with 1.2 parking spaces per unit with monthly rental of 5 spaces in the nearby parking garage

Related communication from Richard Osborne, Building Inspector  
*Favorable Conditional recommendation from Planning Board & Planning Director*

Attachment

16.2 Document 83; Communication from Building, Inspector Richard Osborne, submitting Order to demolish building at 425 Washington st; Assessor’s Map 511, Block 278, Lot 8

16.2.1 Document 83-B; Order to demolish building at 425 Washington st

*Related communication from Building Inspector, Richard Osborne requesting to continue to September 27 2016*

Attachments

## 17. NEW BUSINESS/ORDERS:

17.1 Order – Authorize Mayor to enter into and execute a “License to Occupy Real Property” on behalf of City with Commonwealth of Massachusetts/Division of Capital Asset Management and Maintenance (DCAMM) on behalf of Massachusetts Trial Court for a portion of the premises located at 4 Summer st, Second Floor; as listed in attached license and that space is hereby *declared surplus* for purpose of entering into said License

17.2 Order – Authorize payment of bills of previous years & further authorize payment from current year departmental appropriations as listed:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Reimbursement-Cell Phone (2)	\$ 456.66	School Dept
Board Stipend-Assessor	1,750.00	Assessor
North of Boston/Eagle Tribune	448.80	Planning
Bill DeLuca	17.17	Assessor
WB Mason	54.24	Conservation
WB Mason	527.95	Highway
WB Mason	409.43	Planning
Xerox Corporation	688.31	Purchasing
Conn Kavahaugh LLP	26,917.00	Legal
David F Grunebaum, Esq	2,313.50	Legal
Kopelman & Paige PC	2,637.50	Legal
Pest-End	200.00	School Dept
CREST	12,081.90	School Dept

Attachments

## 18. ORDINANCES (FILE 10 DAYS):

NO SCHEDULE



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**19. UNFINISHED BUSINESS**  
NO SCHEDULE

**20. MONTHLY REPORTS**

20.1 Abatement report from Board of Assessors for month of August 2016

Attachment

**21. COMMUNICATION FROM COUNCILLORS**

21.1 Communication from Councillor LePage requesting to introduce Dawn DiPersio, leader of Girl Scout Troop 60498, to discuss the use of disposable water bottles

21.2 Communication from Councillor Macek requesting to discuss the excessive delay associated with the zoning change, that was unanimously approved and forwarded for action a year ago, relative to properties on Lake st from West Lowell av toward Broadway

21.3 Communication from Councillor Vargas requests to introduce Carol Ireland and the VIP team to discuss the annual Walk for Peace

Attachments

**21 RESOLUTIONS AND PROCLAMATIONS**  
NO SCHEDULE

**22 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**

**23 DOCUMENTS REFERRED TO COMMITTEE STUDY**

**24 ADJOURN**



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**23 DOCUMENTS REFERRED TO COMMITTEE STUDY**

**24 ADJOURN**

2, 1



JAMES J. FIORENTINI  
MAYOR

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

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

September 2, 2016

Mr. Robert H. Scatamacchia  
30 Littlefield Court  
Haverhill, Massachusetts 01832

Dear Mr. Scatamacchia:

I want to notify you that I have removed you from the Hunking School Building Committee as I am authorized per Haverhill City Code Chapter 3, Section 3-7, Removal by Mayor. I appreciate your past service and wish you well.

Very truly yours,

  
James J Fiorentini  
Mayor

cc: Massachusetts School Building Authority



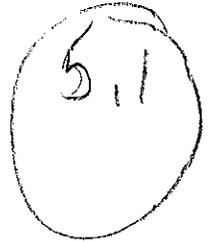
# Haverhill

Human Resources Department, Room 306

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

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

Sheila Pelczar, HR Technician – [spelczar@cityofhaverhill.com](mailto:spelczar@cityofhaverhill.com)



TO: Mayor James J. Fiorentini  
FROM: Denise McClanahan, HR Director  
DATE: September 8, 2016  
RE: Salary Ordinance corrections

Recently a salary ordinance for the Water Purification Group/Teamsters Local #170 (Document 28-I) was submitted to City Council for action. Inadvertently, a salary step was omitted. Attached please find an amendment for the correction which needs to be submitted to City Council.

5.1.1



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

**ORDERED:**  
MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
WATER PURIFICATION GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 28-I of 2016 is hereby amended by the following:

Under the section "EFFECTIVE 7/1/16 (For current employees as of 7/1/10)"

<b>Delete</b>			
Electrician/Carpenter	\$ 27.20	\$ 28.42	
<b>and insert in its place the following:</b>			
Electrician/Carpenter	\$ 27.20	\$ 28.42	29.62

Approved as to legality:

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

28-I



DOCUMENT 28-I

AUG 23



CITY OF HAVERHILL

In Municipal Council August 9 2016

ORDERED:

MUNICIPAL ORDINANCE AN ORDINANCE RELATING TO SALARIES

CHAPTER WATER PURIFICATION GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 2-D of 2015 is deleted in its entirety and insert in its place the following:

Table with 3 columns: Job Title, Step 1, Step 2, Step 3. Rows include Sr. Water Treatment Plant Operator, Chief Pumping Station Operator, Class IV-III Water Treatment Plant Operators, Maintenance Man/Operator, Custodian/Operator, Electrician/Carpenter, and Laboratory Technician (various grades).

Approved as to legality: [Signature] City Solicitor

PLACED ON FILE for at least 10 days

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

September 9, 2016

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

RE: Salary Ordinance Corrections

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

Attached is a salary ordinance correction pertaining to a recent salary ordinance that was previously submitted for the water purification group/Teamsters Local # 170 (document 28-1). Inadvertently, a salary step was omitted. Please find attached a letter from Denise McClanahan, Haverhill's Human Resource Director.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf

Hearing September 13  
2016

93

Questions contact – Dan Combes-508-935-1667

Petition of the NATIONAL GRID  
Of NORTH ANDOVER, MASSACHUSETTS  
For Electric conduit Location:

6.1

To The City Council of Haverhill Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Chadwick Road, Kingsbury Ave, Linconshire Drive-Haverhill Massachusetts

The following are the streets and highways referred to:

17306526- Chadwick Road, Kingsbury Ave, Linconshire Drive-National Grid to install 1-3"conduit between pole 47 Chadwick road and p 33 Kingsbury Ave down Lincolnshire Drive and associated side streets to install replacement conductor to the transformers between these risers that will re-feed the transformers in this area. Install a combination of 1-3" and 1-4" conduit between p 34-1 Kingsbury Ave and p 45-1 Lincolnshire Drive and associated side streets to install replacements conductor between risers. Between both sets of riser poles install 1-3" conduit from transformers to select secondary handholes. Install a total of (8) heavy duty handholes and (5) pull boxes.

Location approximately as shown on plan attached

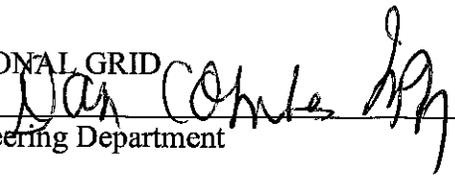
IN CITY COUNCIL: August 23 2016

VOTED: that HEARING BE HELD SEPTEMBER 13 2016

Attest:

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

NATIONAL GRID  
BY Dan Combes  
Engineering Department



**nationalgrid**

August 5, 2016

City of Haverhill Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

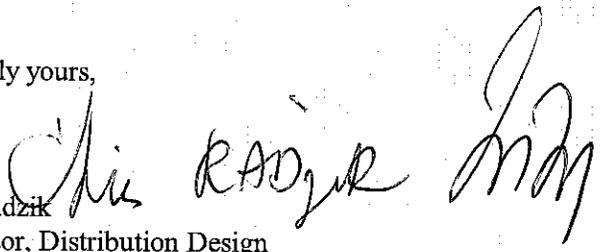
If you have any questions regarding this permit please contact:

Chris Wellington -978-725-1276

If this petition meets with your approval, please return an executed copy to:

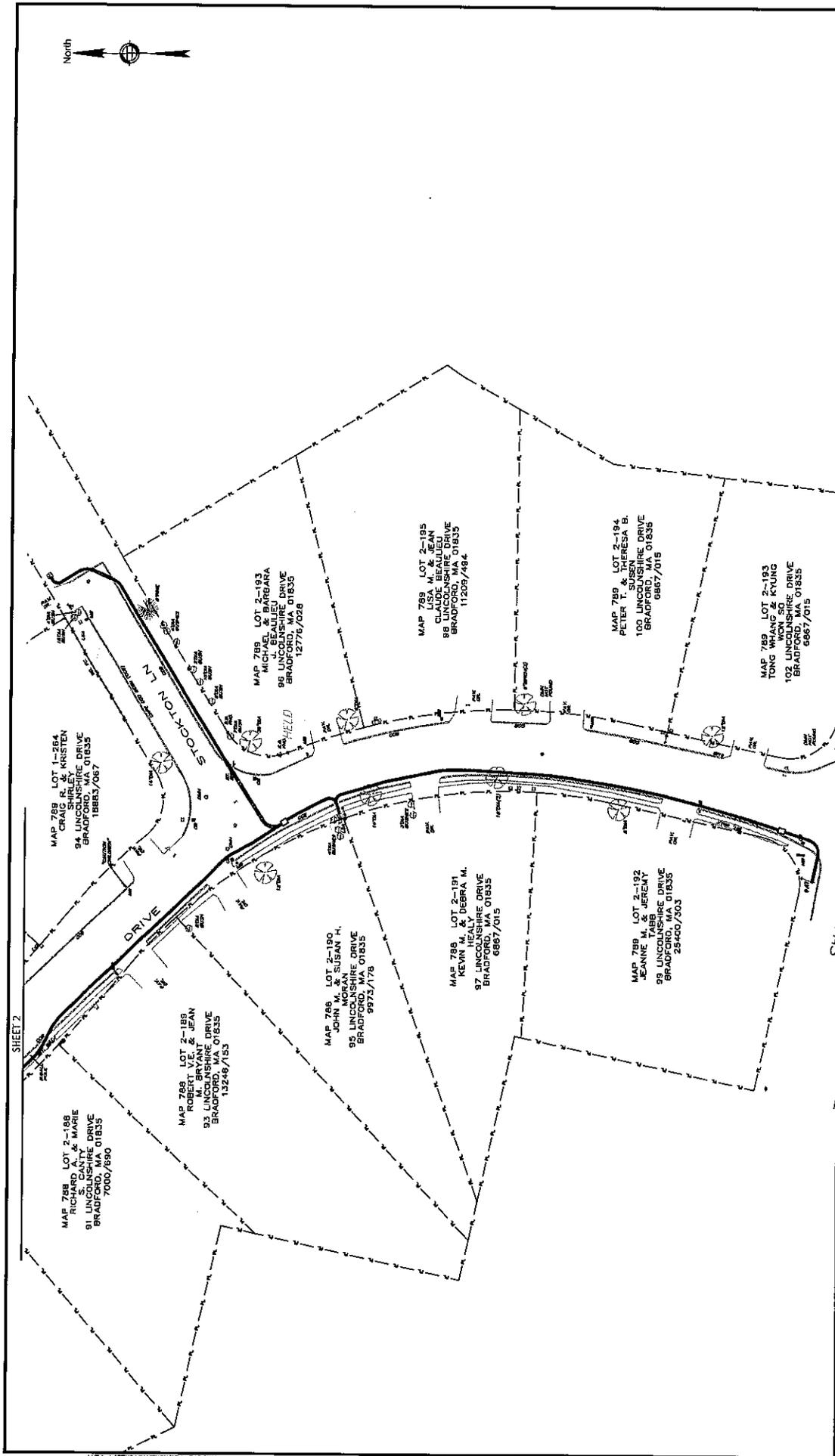
National Grid Contact: Maureen Miloro; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,

  
Chris Radzik  
Supervisor, Distribution Design

Enclosures





SHEET 2

REV	DATE	BY	APP'D	REVISION DESCRIPTION

DESIGNED	ERIC
DRAWN	MAL
APPROVED	SAS

ISSUED FOR REVIEW AND COMMENT  
NOT CONSTRUCTION DOCUMENT

**leidos**  
Engineering  
**nationalgrid**

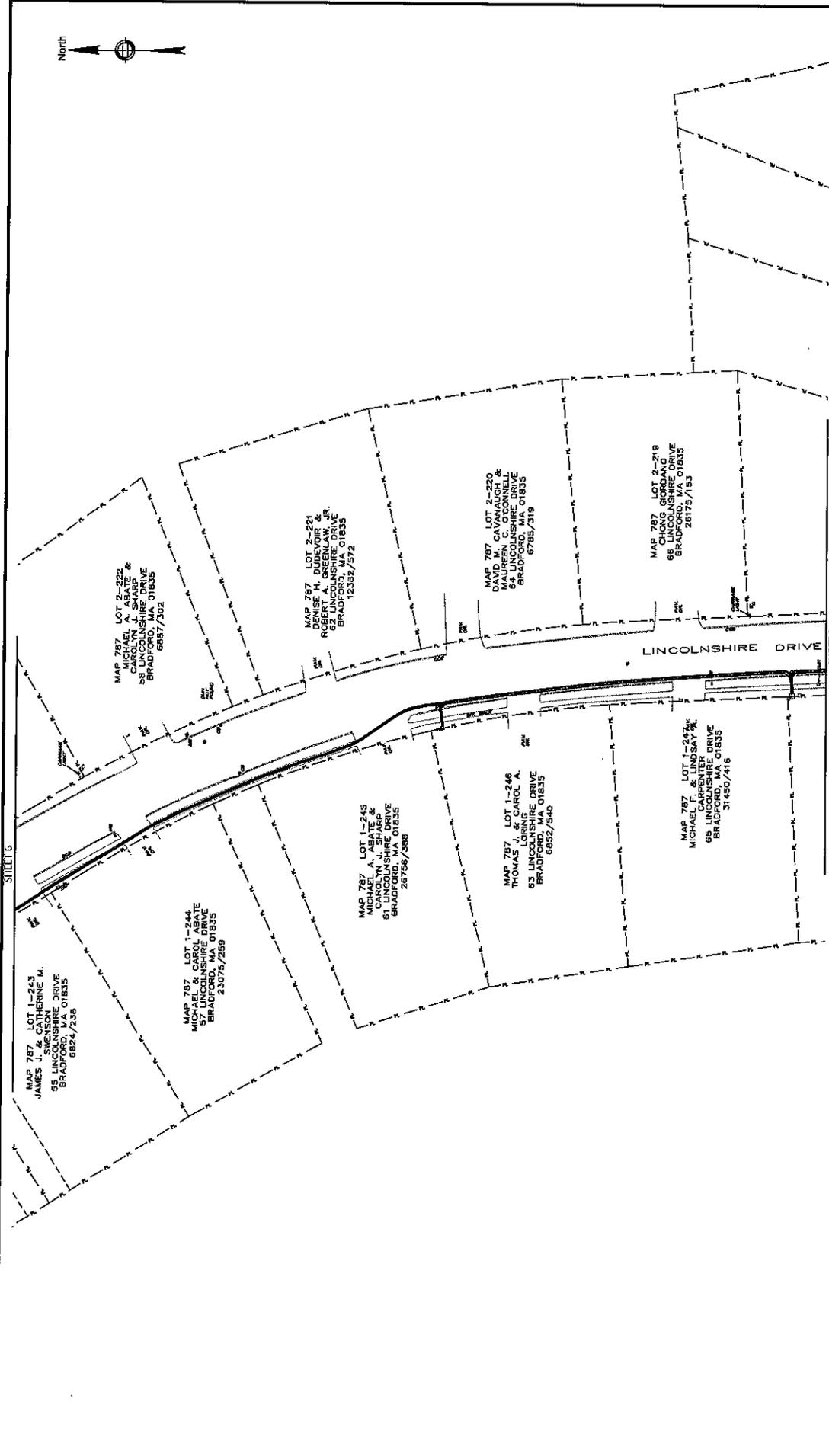
SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN CRESCENT FARMS URD, HAVERHILL, MA

DATE: 12/17/2015  
SHEET: 1 OF 20  
PAPER SIZE: ANSI B - 11 x 17  
DRAWING NUMBER: W# 1730526









SHEET 5

MAP 787 LOT 1-243  
JAMES J. & CATHERINE M.  
55 LINCOLNSHIRE DRIVE  
BRADFORD, MA 01835  
6824/238

MAP 787 LOT 1-244  
MICHAEL & CAROL ABATE  
1 LINCOLNSHIRE DRIVE  
BRADFORD, MA 01835  
23075/259

MAP 787 LOT 1-245  
MICHAEL A. ABATE &  
CAROLYN J. SHARP  
63 LINCOLNSHIRE DRIVE  
BRADFORD, MA 01835  
26726/388

MAP 787 LOT 1-246  
THOMAS J. & CAROL A.  
LORING  
63 LINCOLNSHIRE DRIVE  
BRADFORD, MA 01835  
6652/340

MAP 787 LOT 1-247  
MICHAEL F. & LINDSAY M.  
65 LINCOLNSHIRE DRIVE  
BRADFORD, MA 01835  
31450/416

MAP 787 LOT 2-220  
MICHAEL A. ABATE &  
CAROLYN J. SHARP  
58 LINCOLNSHIRE DRIVE  
BRADFORD, MA 01835  
6887/302

MAP 787 LOT 2-221  
DENISE H. DUDREY &  
ROBERT A. DUDREY JR.  
62 LINCOLNSHIRE DRIVE  
BRADFORD, MA 01835  
12382/572

MAP 787 LOT 2-222  
DANIEL M. O'NEILL &  
MAUREN O'NEILL  
64 LINCOLNSHIRE DRIVE  
BRADFORD, MA 01835  
6785/319

MAP 787 LOT 2-219  
CHONG GORDON  
66 LINCOLNSHIRE DRIVE  
BRADFORD, MA 01835  
20175/153

SHEET 3

ISSUED FOR  
REVIEW AND COMMENT  
NOT CONSTRUCTION DOCUMENT

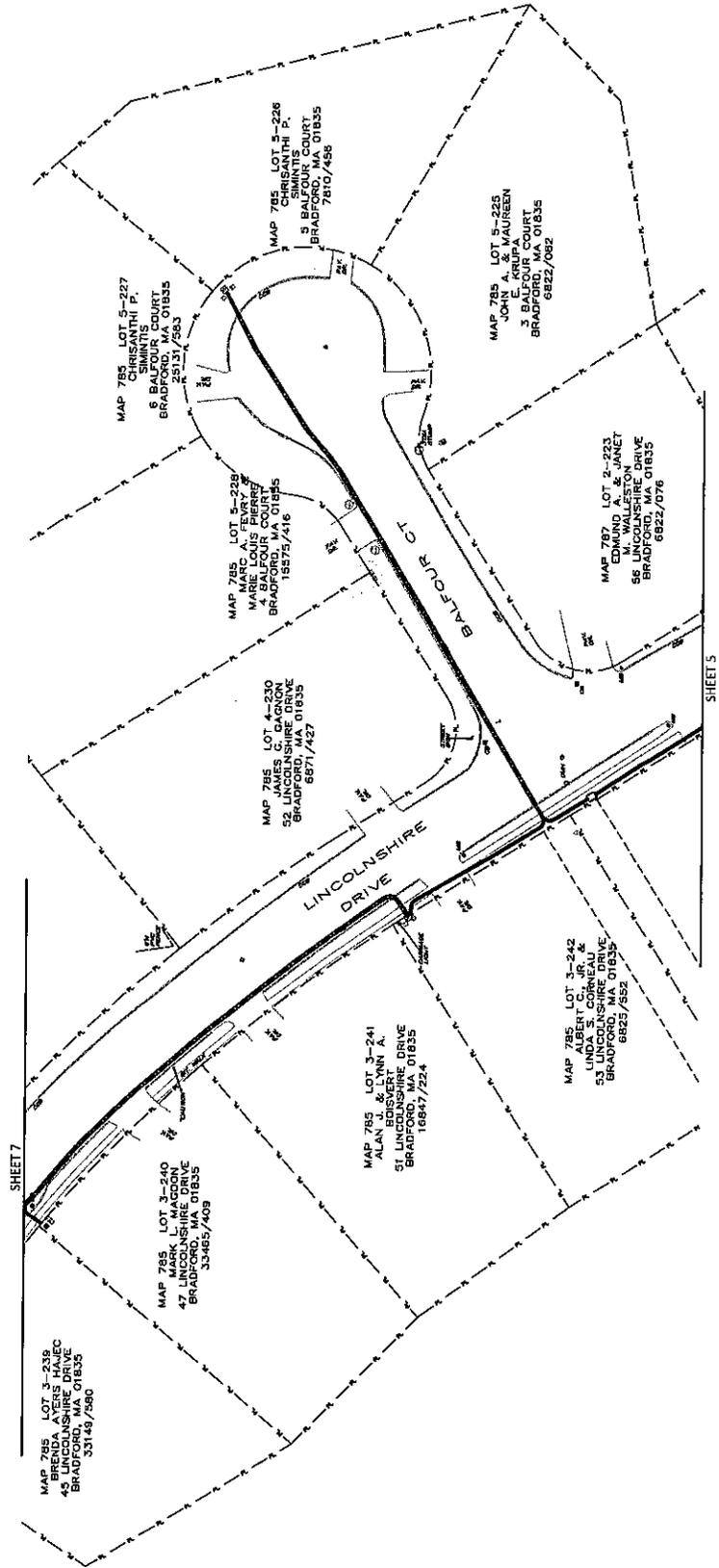
REV	DATE	BY	CHKD	APPD	REVISION DESCRIPTION

DESIGNED	GPC
DRAWN	MIL
APPROVED	SAS



SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF  
CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN  
CRESCENT FARMS URD, HAVERHILL, MA

DATE: 12/17/2015  
SHEET: 5 OF 20  
PAPER SIZE: ANSIB - 11 x 17  
DRAWING NUMBER: WR# 17396526



SHEET 7

SHEET 5

REV	DATE	CHG	APPD	REVISION DESCRIPTION	DESIGNED	DOC

ISSUED FOR  
REVIEW AND COMMENT  
NOT CONSTRUCTION DOCUMENT



DATE: 12/7/2015  
SHEET: 6 OF 20  
PAPER SIZE: ANSI B - 11 x 17  
DRAWING NUMBER: WPK 17306938

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF  
CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN  
CRESCENT FARMS URD, HAVERHILL, MA



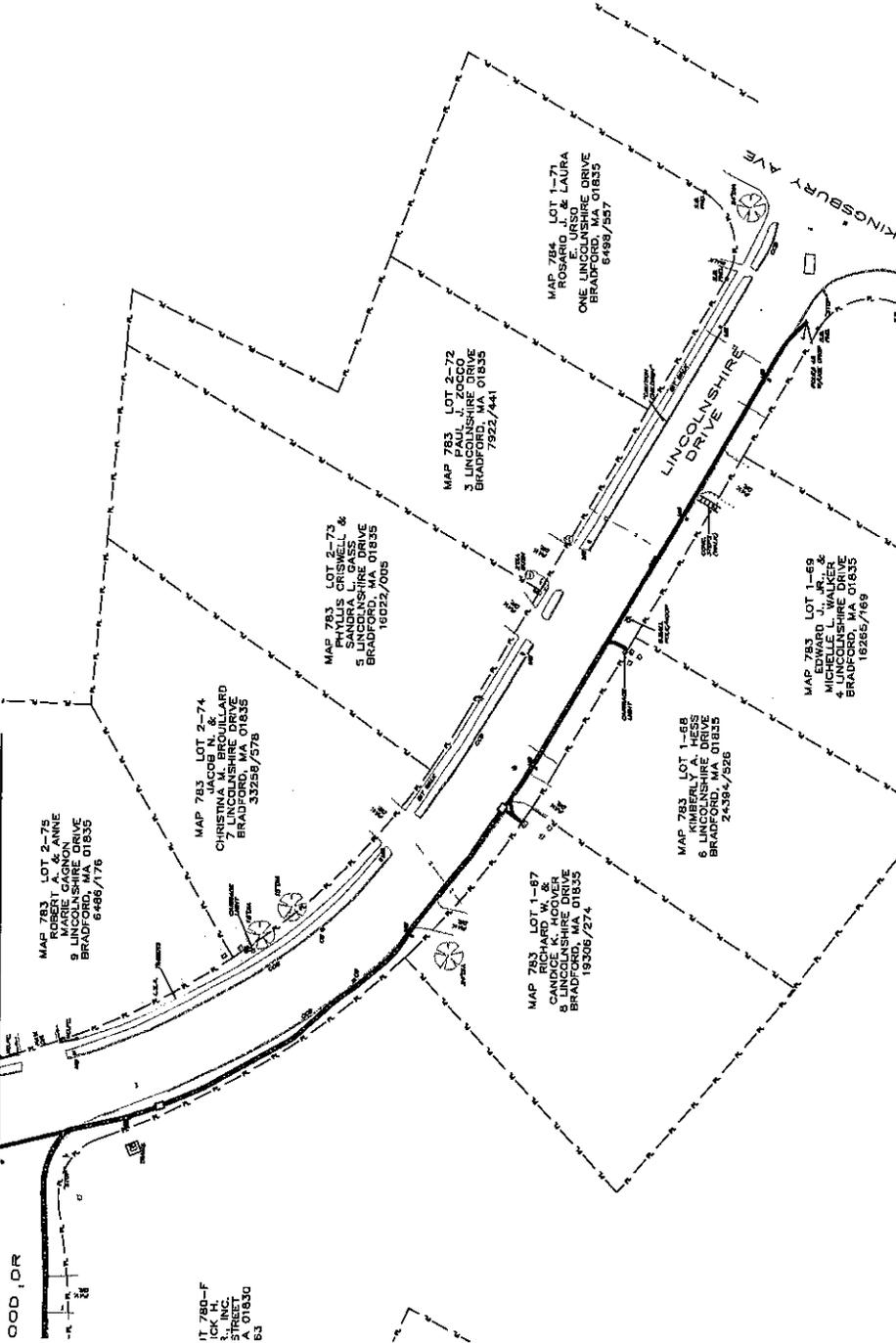








SHEET 10



REV	DATE	CHKD	APPD	REVISION/DESCRIPTION

DESIGNED	GPC
DRAWN	ALL
APPROVED	SAS

ISSUED FOR  
REVIEW AND COMMENT  
NOT CONSTRUCTION DOCUMENT



SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF  
CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN  
CRESCENT FARMS URD, HAVERHILL, MA

DATE: 12/17/2015  
SHEET: 11 OF 20  
PAPER SIZE: ANSI B - 11 X 17  
DRAWING NUMBER: -

WR# 17266528



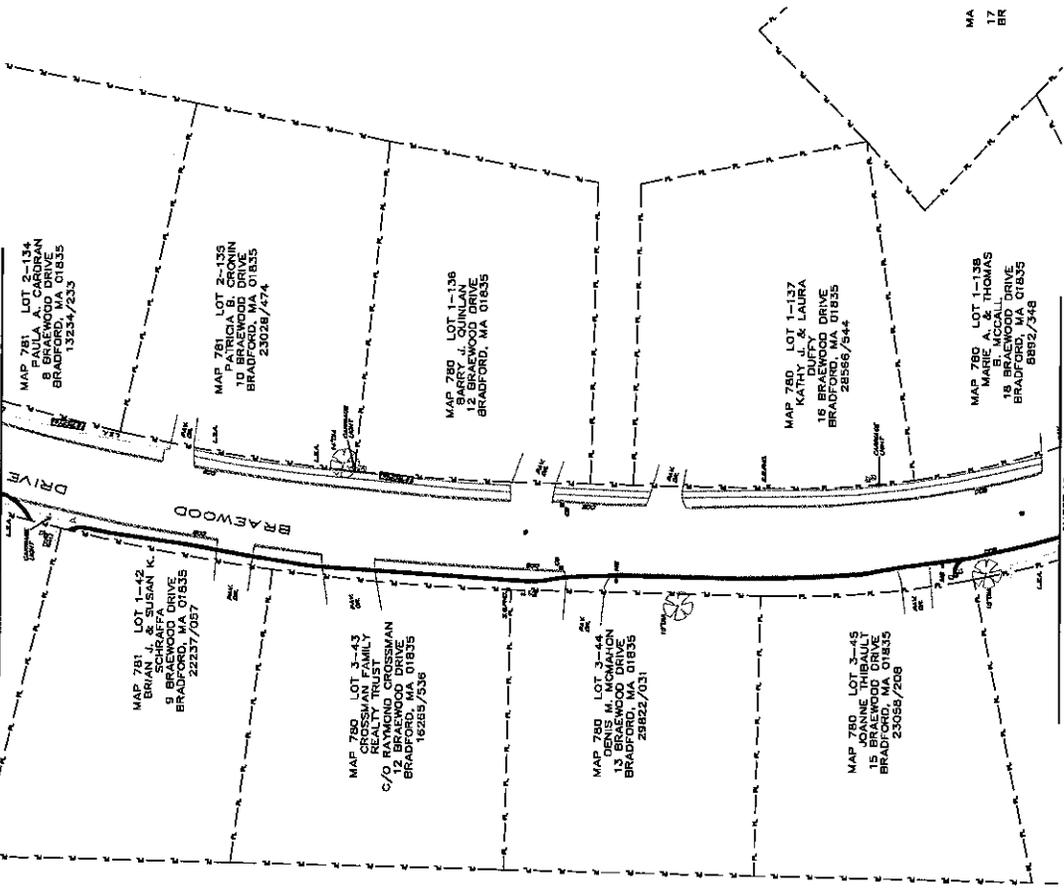




SHEET 15

BRAEWOOD DRIVE

SHEET 13



REV	DATE	CHG	BY	DESCRIPTION

DESIGNED	GC
DRAWN	ML
APPROVED	SJS

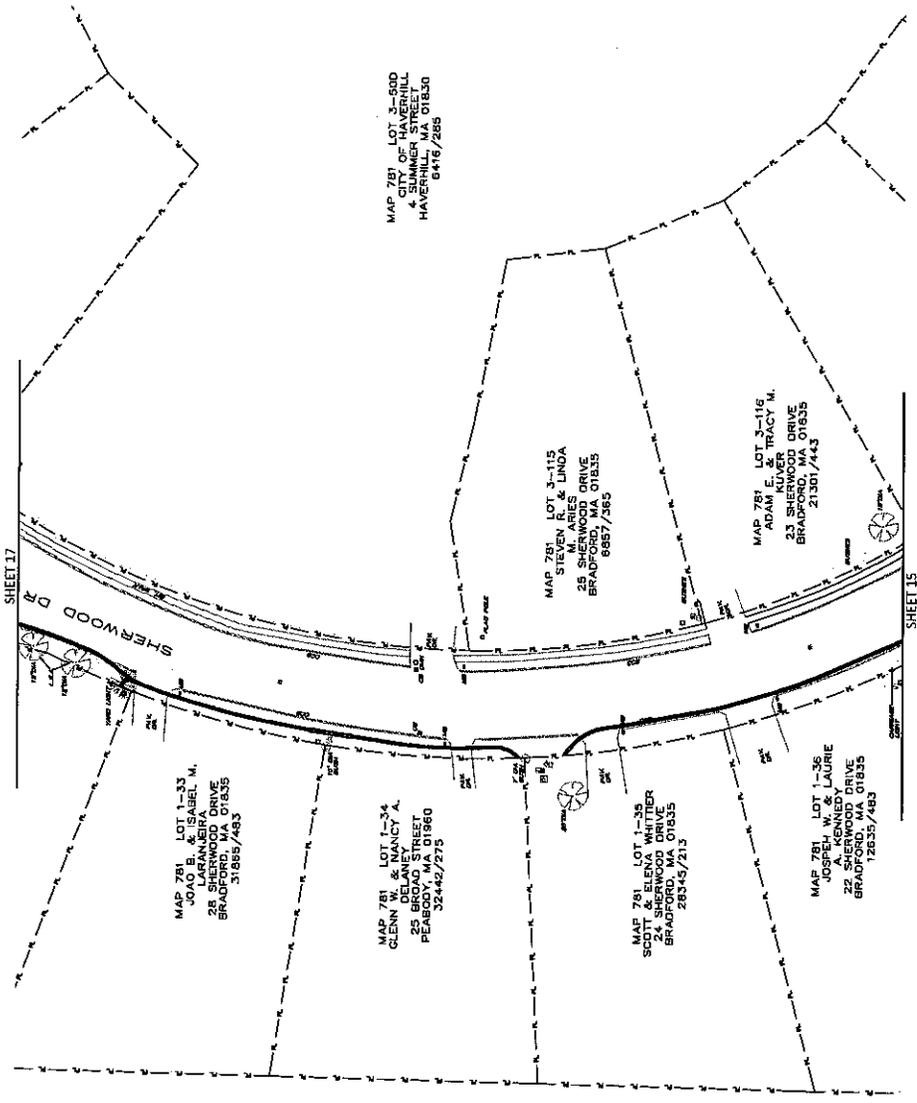
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SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF  
CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN  
CRESCENT FARMS URD, HAVERHILL, MA

DATE	12/17/2015
SHEET	14 OF 20
PAPER SIZE	ANSI B - 11 x 17
DRAWING NUMBER	WR-1730526





MAP 781 LOT 3-500  
CITY OF HAVERHILL  
4 SUMMER STREET  
HAVERHILL, MA 01830  
0415/285

MAP 781 LOT 3-115  
STEVEN R. & LINDA  
ARIES  
25 SHERWOOD DRIVE  
BRADFORD, MA 01835  
8887/385

MAP 781 LOT 3-116  
ADAM E. & TRACY M.  
KUMER  
23 SHERWOOD DRIVE  
BRADFORD, MA 01835  
21301/443

MAP 781 LOT 1-33  
JOAO B. & ISABEL M.  
28 SHERWOOD DRIVE  
BRADFORD, MA 01835  
31885/483

MAP 781 LOT 1-34  
GLENN DELANEY A.  
25 BROAD STREET  
PEARSON, MA 01860  
32442/213

MAP 781 LOT 1-35  
SUSAN M. & JEFF  
24 SHERWOOD DRIVE  
BRADFORD, MA 01835  
28345/213

MAP 781 LOT 1-36  
JOSEPH W. & LAURIE  
22 SHERWOOD DRIVE  
BRADFORD, MA 01835  
12035/483

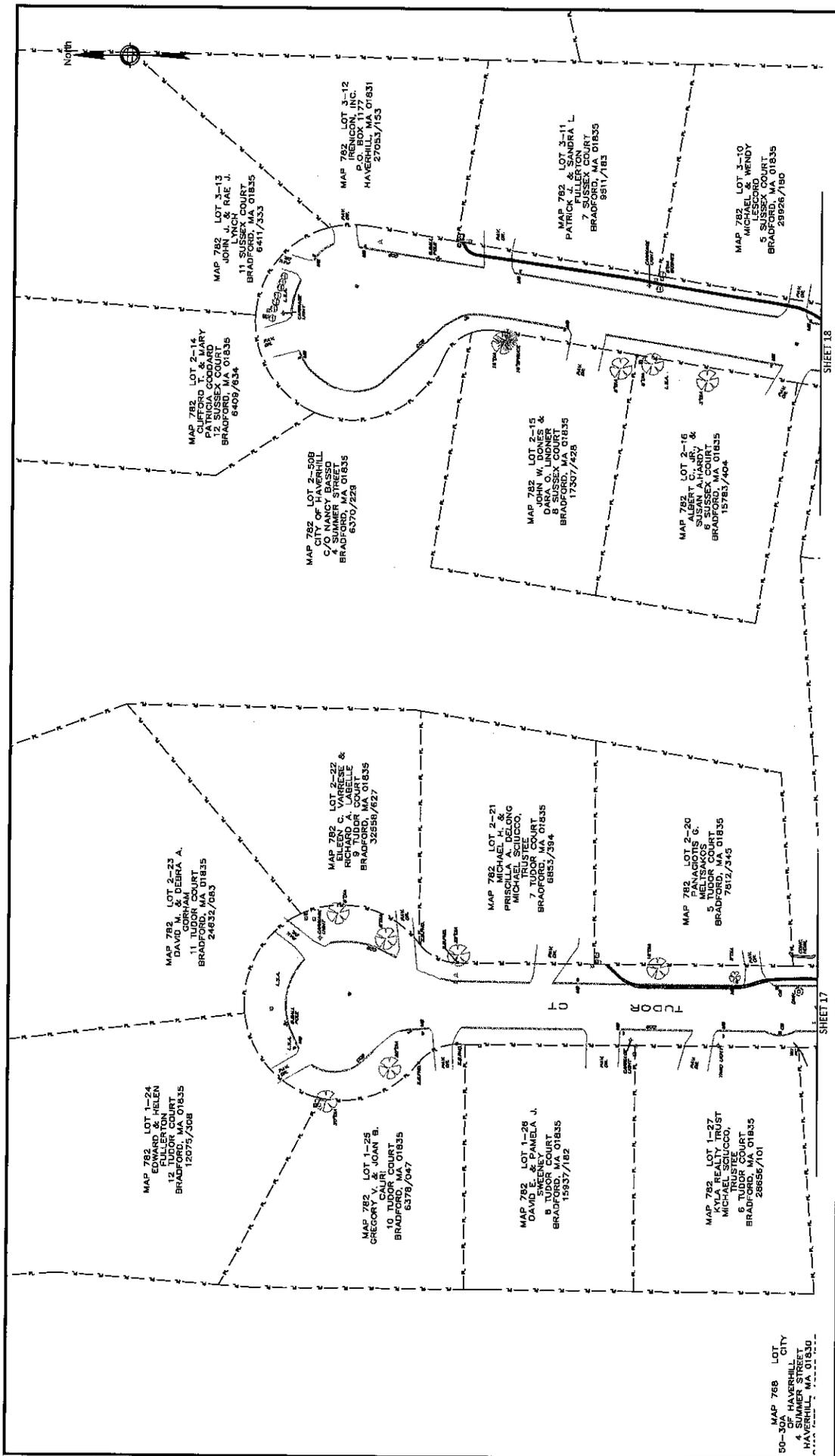
SHEET 17

SHEET 15

<p>ISSUED FOR REVIEW AND COMMENT NOT CONSTRUCTION DOCUMENT</p>		<p>leidos Engineering</p>		<p>nationalgrid</p>		<p>DATE: 12/17/2015 SHEET: 16 OF 20 PAPER SIZE: ANSI B - 11 x 17 DESIGN NUMBER: WRF 1720626</p>	
<p>SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN CRESCENT FARMS URD, HAVERHILL, MA</p>							
REV	DATE	CHANGED BY	REVISION DESCRIPTION	DESIGNED	DRAWN	APPROVED	DATE
				DOC	ALL	SAC	







SHEET 18

SHEET 17

TUDOR

North

ISSUED FOR  
REVIEW AND COMMENT  
NOT CONSTRUCTION DOCUMENT

leidos  
Engineering  
nationalgrid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF  
CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN  
CRESCENT FARMS URD, HAVERHILL, MA

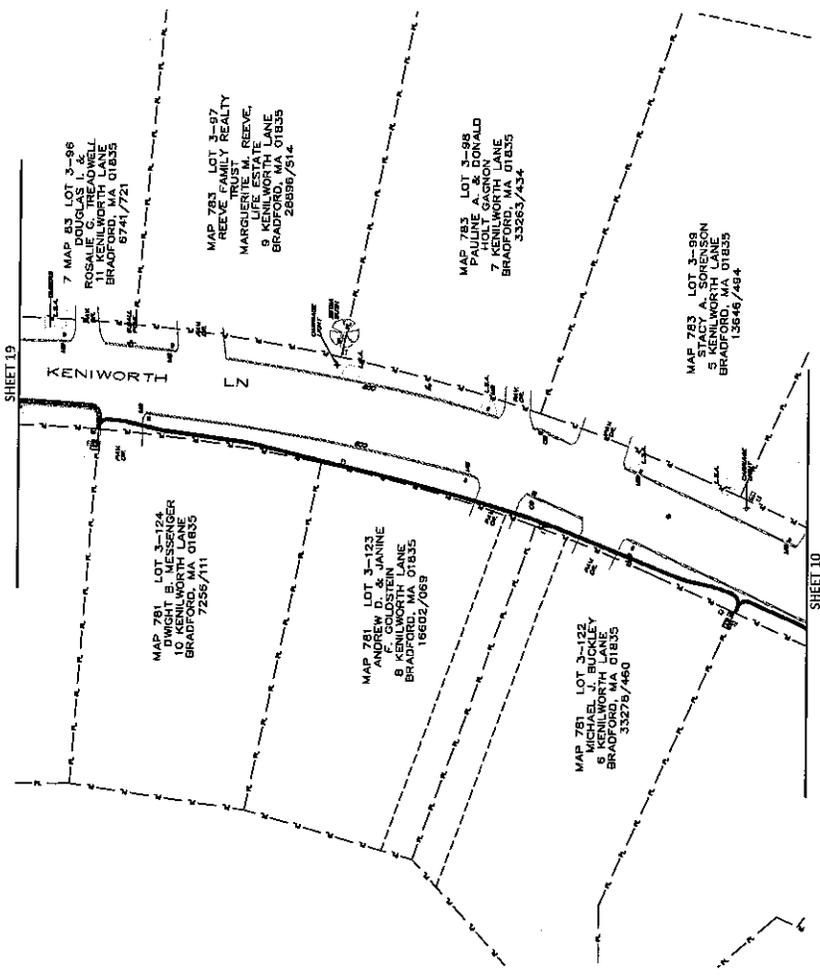
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PAPER SIZE: ANSI B - 11 x 17  
DRAWING NUMBER: -

REV	DATE	CHG/APPD	REVISION/DESCRIPTION

DESIGNED: GNC  
DRAWN: MLL  
APPROVED: SAS

MAP 768 LOT  
50-30A  
OF HAVERHILL  
CITY  
4 HICKORY  
HAVERHILL, MA 01830

PROJECT: 1049611 - 5462 - 12/17/2015 2:28 PM 1.0496111 - FILE: P:\030473\FRANCONI - NATIONAL\_CANDIDATURE\_PETITION - 8.5 X 11 CRESCENT FARMS URD - PETITION.DWG - SHEET 18 - PLAN



7 MAP 85 LOT 3-86  
ROSALE C. TREADWELL  
KENIWORTH LANE  
BRADFORD, MA 01835  
6741/721

MAP 783 LOT 3-87  
REEVE FAMILY REALTY  
TRUST  
MARGUERITE M. REEVE  
9 KENIWORTH LANE  
BRADFORD, MA 01835  
26599/514

MAP 783 LOT 3-88  
PAULINE A. & DONALD  
HOLT GAGNON  
7 KENIWORTH LANE  
BRADFORD, MA 01835  
33283/434

MAP 783 LOT 3-89  
STAY A. & JANE  
5 KENIWORTH LANE  
BRADFORD, MA 01835  
13846/444

MAP 781 LOT 3-124  
DWIGHT B. MESSENGER  
16 KENIWORTH LANE  
BRADFORD, MA 01835  
7235/111

MAP 781 LOT 3-123  
ANDREW D. & JANNIE  
FICOLSTEIN  
8 KENIWORTH LANE  
BRADFORD, MA 01835  
18602/069

MAP 781 LOT 3-122  
MICHAEL R. HUNLEY  
6 KENIWORTH LANE  
BRADFORD, MA 01835  
33278/460

SHEET 19

SHEET 10

DATE	12/17/2015
SHEET	20 OF 20
PAPER SIZE	ANSI B - 11 x 17
DRAWING NUMBER	

leidos  
Engineering  
national grid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF  
CONDUITS, HEAVY DUTY HANDHOLES AND PULLBOXES IN  
CRESCENT FARMS URD, HAVERHILL, MA  
WR# 1730626

ISSUED FOR  
REVIEW AND COMMENT  
NOT CONSTRUCTION DOCUMENT

REV	DATE	CHG	APPD	REVISION DESCRIPTION	DESIGNED	CHK	DRWN	M.E.	APPROVED	SUS

93-B

Dated: August 5, 2016

City  
6-1-1

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 5th day of August 2016.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked -Chadwick Road, Kingsbury Ave, and Linconshire Drive-Haverhill Massachusetts

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

**17306526-** Chadwick Road, Kingsbury Ave, Linconshire Drive-National Grid to install 1-3" conduit between pole 47 Chadwick road and p 33 Kingsbury Ave down Lincolnshire Drive and associated side streets to install replacement conductor to the transformers between these risers that will re-feed the transformers in this area. Install a combination of 1-3" and 1-4" conduit between p 34-1 Kingsbury Ave and p 45-1 Lincolnshire Drive and associated side streets to install replacements conductor between risers. Between both sets of riser poles install 1-3" conduit from transformers to select secondary handholes. Install a total of (8) heavy duty handholes and (5) pull boxes.

For Hearing Spt 13 2016

I hereby certify that the foregoing order was adopted at a meeting of the .....  
.....  
....., held on the ..... day of ....., 20 .....  
....., ....., 20 .....

Received and entered in the records of location orders of the City/Town of  
Book ..... Page .....

City  
6.1.11

Attest:

.....

..... hereby certify that on .....20....., at ..... o'clock, ....M  
at ....., a public hearing was held on the petition of  
NATIONAL GRID for permission to construct the underground electric conduits described in the  
order herewith recorded, and that I mailed at least seven days before said hearing a written notice  
of the time and place of said hearing to each of the owners of real estate (as determined by the last  
preceding assessment for taxation) along the ways or parts of ways upon which the Company is  
permitted to construct the underground electric conduits under said order. And that thereupon said  
order was duly adopted.

.....  
.....  
.....

10/1



# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8490  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

## ONE DAY LIQUOR LICENSE

### Business/ Organization Information

Business/Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

### Individual Applicant Information

Individual's Name: Ryan Bradley

Mailing Address: 5 Milford Street Plymouth MA 02360

Telephone: (508) 274-4209

Is the Applicant a US Citizen? Yes  No

E-Mail Address: RyGuy10891@aol.com

### Event Information

Date of Event: 09/23/16

Start Time: 4pm End Time: 9pm

Location of Event: Winnickenni Castle

Purpose of Event: Wedding Reception

Will there be music or entertainment? Yes  No

Is the event being catered? Yes  No

Name of Caterer: Simply Elegant

Approximate number of People Attending

Adults: 90 Children: 10

### Type of License (circle one)

One-Day All-Alcoholic

One-Day Beer and Wine

Charitable Wine Pouring

Charitable Wine Auction



# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
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[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

## Purchase and Service

**Alcohol for a one day license cannot be donated. The alcohol must be purchased. All receipts for purchase of alcohol must be submitted to the Clerk's Office by 4:00 PM the last business day before the event**

Where is the liquor being purchased from? Marignetti Wines & MDC

**All alcohol must be purchased by a licensed wholesaler. If the above-listed business is not a licensed wholesaler, then this application will not be approved**

Who will be serving the alcohol? Butlers & Beers

Please attach a copy of the liquor liability insurance held by server on file

**If the server does not have liquor liability insurance, then the application will not be approved**

## Determination of License Requirements

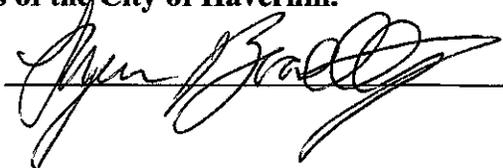
Is the event held by, or held for the benefit of a business or non-profit group?

	Yes	No
Business:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Non-Profit:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will there be a cash bar?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there an entrance fee or donation required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the event open to the general public?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**If the answer to ANY of these questions is YES:**

- A One-Day Special License is required. License applications must be put before the License Commission.
- If the event is on city property, approval from City Council and the Mayor is also required.
- The licensee must purchase all alcohol from a *licensed wholesaler*.
- *A copy of the receipts for alcohol purchases are due to the City Clerk's office no later than 4 pm on the workday before the event.*

**I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the City of Haverhill.**

Signature: 

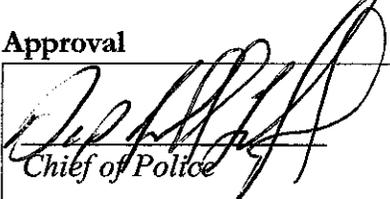


# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8490  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

## Official Use Only

### Approval

  
Chief of Police      3/11/16  
Date

  
License Commission      3/11/16  
Date

\_\_\_\_\_  
City Council (City Property)      Date

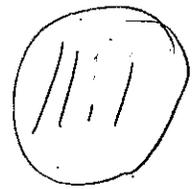
\_\_\_\_\_  
Mayor (City Property)      Date

**Additional Conditions for License:** \_\_\_\_\_

\_\_\_\_\_



**City of Haverhill**  
**Application for Permit**



Name of Organization	Haverhill Violence Prevention & Intervention Team		
Address of Organization	HHS- 137 Monument St., Haverhill, MA		
Requesting Permit for (List Type of event)	Walk For Peace	Date & Time	Sat, Oct. 15, 1:00 - 3:30 pm
Location of Event	Walk begins → Consertino School → Washington St → Tilton School		
Authorized or Contact Person	Carol Ireland	Telephone/Cell #/Pager # (Indicate if pager)	(603) 674-9323

*(To be completed for use of City Property/Outdoor Activity and other Special Events)*

Approval of Fire Chief (Where applicable)			
Approval of the Recreational Director Required for all recreational facilities		9/5/16	Comments/Restrictions 02
Approval of the Chief of Police Required for all OUTDOOR EVENTS L.e.: Parades/Carnivals/Community Events		9/7/16	

**General Release & Indemnity Agreement**

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts, dues, claims and demands both in law and equity, more especially any and all claims as a result of the issuance of this permit and or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized Agent of Organization: Carol Ireland Date: 9/7/16  
 Signature Witnessed by: Date: 9/7/16

City Council will hear request for application on: \_\_\_\_\_ (date) \_\_\_\_\_ (time)  
 Applicant must attend Yes  No

**Office Use**  
**Permit**

Permit approved on: \_\_\_\_\_ Proof of Insurance \_\_\_\_\_ # Detail Officers \_\_\_\_\_  
 Policy Number/Exp. Date \_\_\_\_\_

Attendance Limited to: \_\_\_\_\_ Other Restrictions/requirements: \_\_\_\_\_

Signed: \_\_\_\_\_ City Clerk Issued on: \_\_\_\_\_ Seal

Hearing September 13  
2016

16.1

84  
Special  
Permit

Joseph DiFraia  
50 Wild Rose Drive  
Andover, MA 01810

July 15, 2016

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

Dear City Council:

This letter is in reference to a proposed project at the building located at 101-103 Washington Street. The subject property currently houses the Chit Chat Lounge on the 1<sup>st</sup> and 2nd floor. The Chit Chat Lounge will remain in operation and the proposed project includes the addition of 4 residential one bedroom units on the 3<sup>rd</sup> and 4<sup>th</sup> (rentals) floors. The units will be townhouse style with a ½ bath, kitchenette and living room on the first floor and one bedroom and a full bath on the second floor. Design Partnership Architects will be completing the architectural plans.

The building is currently sprinkled and the existing system will be modified to cover the newly built out areas per direction from a fire protection engineer.

I've spoken with Andrew Herlihy in the Community Development office and I will need 1.2 parking spaces per apartment, which will total 5 spaces. Joe Costanzo from the MVRTA will be putting together a letter of intent for the monthly rental of 5 spaces in the nearby parking garage.

I waive the 65 day hearing period to review the project for City Council and Planning Board.

Please let me know if you need any additional information.

Sincerely,



Joseph DiFraia  
(978)618-7799

IN CITY COUNCIL: July 26 2016  
REFER TO PLANNING BOARD and  
VOTED: that COUNCIL HEARING BE HELD SEPTEMBER 13 2016

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



# Haverhill

Board of Health  
Inspection Services  
Building/Zoning  
Phone: 978-374-2325  
978-374-2341  
978-374-2338  
978-374-2430  
Fax: 978-374-2337  
bdufresne@cityofhaverhill.com

September 9, 2016

Memorandum

TO: John Michitson, City Council President and Council Members:

FROM: Richard Osborne, Building Inspector

RE: 101-103 Washington Street

The applicant purposes 4 dwelling units, with 1 bedroom each for the third and fourth floors of 103 Washington Street, with existing commercial space on the first and second floors, allowed by special permit in the WZD-A Zoning District if approved by City Council. The code analysis and design plan submitted by Design Partnership appears to meet the requirements of the applicable Building Codes.

I reserve the right to comment on the handicap accessibility of the existing conditions of the commercial use in the first and second floors. The applicant has suggested to me that he has the off street parking commitment in line for the required off street parking spaces, however I have not been able to confirm this with the application.

Please feel free to contact me if I could be of any further assistance.

Sincerely

Richard Osborne  
Building Inspector

RO/ds

C: William Pillsbury, Director, Economic Development and Planning  
Richard MacDonald, Director, Health & Inspectional Services  
William Cox, City Solicitor  
William Laliberty, Fire Chief



**CITY OF HAVERHILL**  
MASSACHUSETTS 01830

PLANNING BOARD

CITY HALL, ROOM 201  
FOUR SUMMER STREET  
HAVERHILL, MASSACHUSETTS 01830  
TELEPHONE 374-2330  
FAX 374-2315

August 11, 2016

City Council President John Michitson  
& City Councilors  
City of Haverhill

**RE: Special Permit- 101-103 Washington Street**

Members Present: Kenneth Cram (KC), Jack Everette (JE), Bill Evans (BE), Alison Colby Campbell (ACC), Bob Driscoll (BD), Paul Howard (PH), Karen Buckley (KB) and April DerBoghosian (AD)

Members Absent: Karen Peugh

Also Present: William Pillsbury, Jr., Director of Economic Development and Planning  
Lori Woodsum, Office Manager

Dear City Council President and Councilors:

Please note at the August 10, 2016 Planning Board meeting the board considered the recommendation of the Planning Director, William Pillsbury, Jr., to forward a conditional recommendation to allow four residential one bedroom units.

Mr. Joseph DiFraia (JD) owner of 101-103 Washington Street addressed the board. The building currently houses the Chit-Chat Lounge on the first and second floors. The Chit Chat Lounge will remain in operation and the proposed project includes the addition of 4 residential one bedroom units on the third and fourth floor. I have hired Angelo Pettozelli of Design Partnership Architects to put the plans together.

Mr. Angelo Pettozelli (AP) of Design Partnership Architects addressed the board on behalf of the applicant. (passed out updated plans). We are now in compliance with their wishes. We have done most of the work on Washington Street over the last 30 years. We are hoping that the board will approve this. Goes over what the existing building looks like now. The exterior of the building was done six years ago. (Shows picture of Chit Chat lounge) There is a staircase going up to the second floor and another staircase going down. After conversations with Richard Osborne, Building Inspector we are showing a lift going to the second floor which may or may not be necessary. We will go through an

appeal with the Access Board in Boston. We will see if we can get that waived. If not, that is something that we will need to do. On the second floor there is an existing stair. After many conversations with the Fire and Building Department we are proposing to put another staircase going to the third floor. So we would have two means of egress. The third floor has a common hallway which allows us to go through the existing building and down the stairs of the Classic Couple. We now have a new stair case that goes through the building and out the door. That will comply with the two means of egress. These will be all townhouse units. At the request of the Building and Fire Department we are providing four doors on the fourth floor with the aid of a spiral staircase. This will allow people to get out of the fourth floor to go to the third floor and then go out the main entrance or to the building next door. The building is fully sprinkled. When I met with the Fire Department last week they indicated that you can only go 50'. Now that this is done with two means of egress we now go back to the rule of 250'. That means the building will be in compliance with the building code. Our firm did the building next door in 1985. Those currently have townhouse units on the top floor. 62-64 Washington Street have six townhouse units. We would like to get permission to move ahead to the City Council. Mr. DiFraia is fortunate to own the building next door. It is very difficult to get a 25'x64' building with two means of egress. I am hoping eventually the City will contact their local state representatives. The exterior will remain the same.

**PH** asked if you don't get the waiver does the elevator only go to the second floor? **AP** stated yes, we don't need to go to the third or fourth floor. The law is anything over 12 units. The lift is accessibility. When they did that place over they should've put the lift in. There is a waiver process from the access board. **PH** asked is it driven by the commercial or residential? **AP** stated commercial.

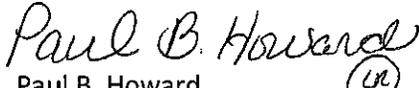
**PH** asked if there were any more comments on this hearing. Hearing none I am going to close the public portion of the hearing and turn it over for comments from the Planning Director.

Planning Director William Pillsbury stated there is probably nobody in this City, with the exception of the Mayor who wants to see properties on Washington Street be redeveloped greater than me. I certainly want to support your project and will support your project. I do think there are some unanswered questions that need to be answered. The special permit process is to get approval at a conceptual level at this stage. I am very comfortable approving this project at a conceptual level. However, as Angelo stated with his conversations with the Fire and Building Departments a lot work needs to be done between now and the City Council. **AP** stated it won't be a problem. We have to update the code review. I already addressed those concerns today. **WP** stated not in their minds. We need to have some reassurance relative to these codes. **AP** stated we are going to do it. **WP** stated otherwise when we get to the City Council meeting it will be an unfavorable recommendation. My recommendation tonight will be a conditional recommendation. Condition on the fact that in the time between now and the City Council hearing you comply with all the requirements of Fire, Building and any other City Department's comments have relative to this project. I fully support the project and what you want to do with the building. The responsibility of this board and ultimately the City Council (and then back to this board for a definitive plan) is to make sure we are in compliance with the codes. **JD** stated I sat with **AP** and the Building and Fire Department last week and I completely understand their concern for code requirements. We are going to push to make sure they are done and done to their acceptance. **WP** stated that assurance is great.

I would make a conditional recommendation to the City Council with the condition being the fulfillment of all the information of all the requirements that all of the departments have laid out.

After board consideration, Member Bob Driscoll motioned accept the recommendation of the Planning Director to forward a conditional recommendation to the City Council and adding the appropriate comments from the various department heads and what has been discussed tonight. Member Bill Evans seconded the motion. Members that voted in favor were: Bill Evans, Kenneth Cram, Alison Colby Campbell, Jack Everette, Bob Driscoll, Paul Howard, Karen Buckley and April DerBoghossian, Esq. Members Absent: Karen Peugh. Motion Passed.

Signed:

  
Paul B. Howard (LH)

Chairman

Attachments: City Department Letters

Cc: 101-103 Washington Street  
Applicant-c/o Angelo Petrozelli  
City Engineer-John Pettis-email  
City Departments-Email



# Haverhill

Board of Health  
Inspection Services  
Building/Zoning  
Phone: 978-374-2325  
978-374-2341  
978-374-2338  
978-374-2430  
Fax: 978-374-2337  
bdufresne@cityofhaverhill.com

August 10, 2016

Design Partnership Arch, Inc  
Attn: Angelo Petrocelli  
85 Brockton Ave  
Haverhill, MA 01830

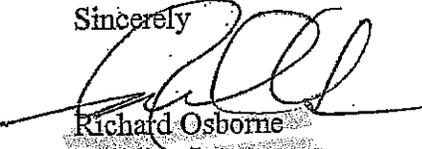
RE: 101-103 Washington Street

Dear Mr. Petrocelli:

I have reviewed your plan for 101-103 Washington Street, "Chit Chat" residential use. I would agree with your design concept with dimension showing existing conditions of egress ways and purposed new egress conditions from the fourth floor.

As discussed at the meeting with Fire Chief Laliberty, an I.E.B.C. Code Analysis & Architectural Access (521 CMR) review must be submitted to the Fire Chief and Building Inspector for review prior to approval of this project we reserve the right to further comment after review of Code Analysis.

Sincerely

  
Richard Osborne  
Building Inspector

RO/ds

C: William Laliberty, Fire Chief  
Richard MacDonald, Director, Health & Inspectional Services  
William Pillsbury, Director, Economic Development & Planning



# Haverhill

Economic Development and Planning  
Conservation Department  
Phone: 978-374-2334 Fax: 978-374-2366  
[rmoore@cityofhaverhill.com](mailto:rmoore@cityofhaverhill.com)  
[conservation@cityofhaverhill.com](mailto:conservation@cityofhaverhill.com)

MEMO TO: William Pillsbury, Economic Development & Planning Director  
FROM: Robert E. Moore, Jr., Environmental Health Technician   
DATE: August 5, 2016  
RE: Special Permit – Parcel ID: 301-52-10  
Joseph and Sheila DiFraia for #101-103 Washington Street

The Commission reviewed the forwarded information relative to the subject application at its August 4<sup>th</sup> meeting. There do not appear to be any wetland issues associated with the applicant's proposal. Therefore, the Conservation Commission offers no objections to the proposed special permit.



# Haverhill

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

September 9, 2016

TO: City Council President John Michitson and members of the Haverhill City Council

FROM: William Pillsbury, Jr. Economic Development and Planning Director

**SUBJECT: 103 Washington Street Special permit- 4 market rate residential units plus existing commercial unit on the Washington Street level**

At its meeting of August 10, 2016 the Haverhill Planning Board voted a conditional recommendation to the City Council for the proposed mixed-use **market rate** project containing 4 residential units with continued commercial uses on the Washington street level. The minutes of the public hearing are attached for your review.

The role of the Board was to conduct a public hearing to make a recommendation to the city council relative to the special permit. The proposed project represents an excellent development consistent with all of the goals of the city to revitalize the downtown. The redevelopment of the "**Chit Chat**" building into a mixed-use market rate project is a strong positive indication of the private sector confidence in investing in Haverhill.

The city departments have reviewed the project and their reports are contained in your packages. THE CONCERNS OF THE BUILDING INSPECTOR AND THE FIRE DEPARTMENT HAVE BEEN ADDRESSED SINCE THE PLANNING BOARD HEARING (SEE LETTER FROM BUILDING INSPECTOR). The project if approved for a special permit by the city council must then be filed for a full definitive plan with the planning board at which time the detailed design will be presented pursuant to the city of Haverhill subdivision regulations.

Specifically, I recommend that the Council approve the special permit as proposed and further recommend that the city council approve a waiver from the affordability requirement in our current ordinance. As the council is aware we are revising this

antiquated part of our zoning and will be replacing the affordability language that currently does not meet current market conditions with new language that represents market conditions. The city council has approved this waiver process to use in the interim period and utilized it on several occasions when appropriate and I believe this is an appropriate request based on market conditions and I recommend approval of the waiver.

The council should include in its approval any additional comments from the letters of the City departments; any additional comments/ conditions deemed necessary by the city council; and an umbrella condition that the project comply with all the requirements of zoning code 255-94.

Each of the above specific items if adopted as conditions will be required to be incorporated into and complied with in the definitive plan filing.

As Planning Director, I believe this project is in the best interest of the City of Haverhill in that it provides needed market rate housing in the inner city area without the requirement to add additional utilities to service the project.

Specifically, pursuant to zoning ordinance Ch. 255-80 (as applicable) the following findings must be made by the City Council relative to the project:

the request meets all pertinent conditions listed in article XI of the ordinance;  
the request is desirable to the public convenience or welfare;

the request will not impair the integrity or character of the district or adjoining zones nor be detrimental to the health, morals or welfare and will be in conformity with the goals and policies of the master plan;

The requested use provides for the convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent streets;

The requested use provides for adequate methods of disposal for sewage refuse and other wastes and adequate methods for storm water and drainage;

The requested use provides for adequate off street loading and unloading of service vehicles;

The requested use preserves historical buildings and uses.

**Proposed conditions and stipulations:**

I offer the following recommended conditions be made part of the special permit approval:

Require that the developer comply with all of the additional requirements of the City's subdivision regulations for water and sewer and drainage improvements as contained within those regulations and further detailed in the above listed and attached letters from the departments. These items shall be reflected in the definitive plan to be filed with the Planning board.

**Recommendation**

As Planning Director, I concur with the conditional recommendation based on an assumption that all items in the letters from the City Departments along with all requirements for special permits would be made part of the special permit for the project.

This project with the incorporation of the recommended conditions is generally in conformity with the City's master plan as well as providing sufficiently for traffic, public safety and other utility considerations. The project as proposed appears to conform to all other special permit requirements. On the basis of adopting the proposed conditions/stipulations, I recommend that the council act favorably on this project.



ASSESSORS PLAN 301  
 BLOCK 52  
 LOT 10  
 DEED BOOK 34804  
 PAGE 183  
 AREA 1,380 SQ. FT.  
 ZONE CC

**EXISTING SITE PLAN  
 OF LAND AT  
 101 – 103 WASHINGTON STREET**

HAVERHILL, MA. 01832

OWNER / APPLICANT

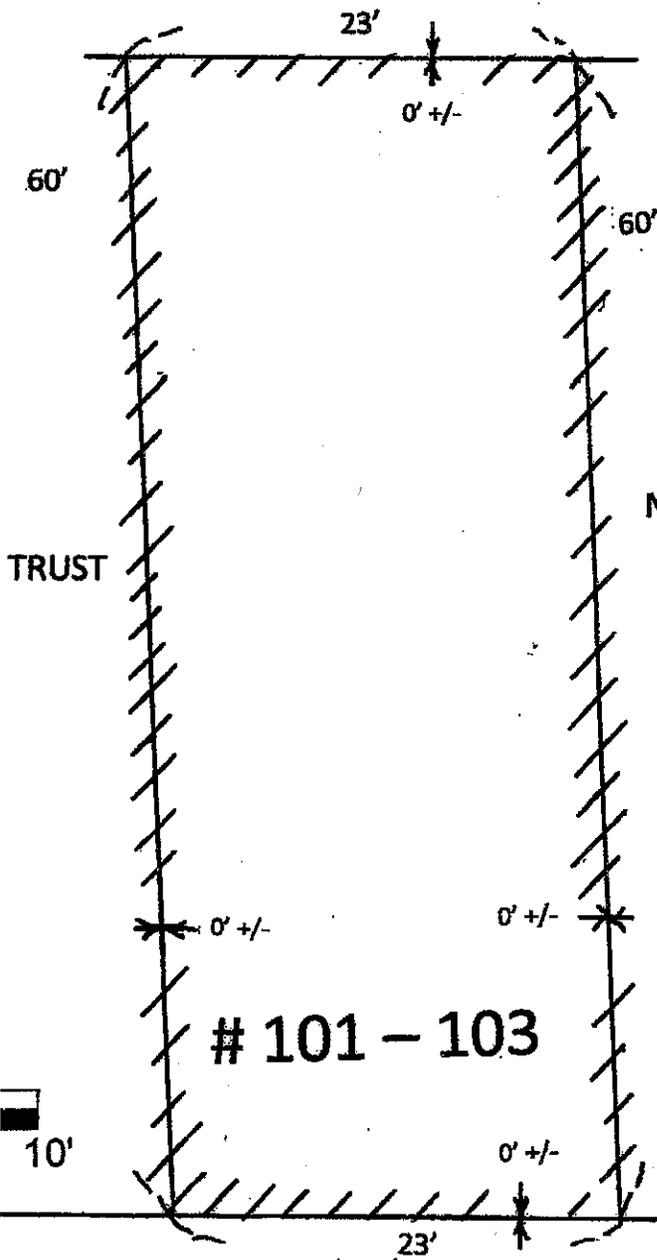
**JOSEPH M. & SHEILA D.**

**DIFRAIA**

101 – 103 WASHINGTON STREET

HAVERHILL, MA. 01832

JUNE 6, 2016



N / F WASHINGTON STREET, LLC  
 301 – 52 - 9

**ZONING REQUIREMENTS**

	REQUIRED	PROVIDED
FRONTAGE	50'	23'
DEPTH	100'	60'
AREA	5,000 SF	1,380 SF
SETBACKS		
FRONT	0'	0' +/-
SIDE	0'	0' +/-
REAR	0'	0' +/-
MAX STORIES	6	4
OPEN SPACE	0%	0%

4 SUMMER STREET  
HAVERHILL, MA 01830  
PHONE: (978) 374-2312  
FAX: (978) 373-8490

**HAVERHILL**  
**CITY CLERK'S OFFICE**  
MARGARET A. TOOMEY, CITY CLERK

# FAX

TO: KATIE - GAZETTE	FROM: MARIA BEVILACQUA			
FAX: 978-685-2432	DATE: July 28 2016			
PHONE: 978-946-2157	PAGES: 2 (INCLUDING COVER SHEET)			
RE: <u>Keany - S.P. Chit chat</u> 101-103 Washington St	CC:			
<input type="checkbox"/> URGENT	<input checked="" type="checkbox"/> FOR REVIEW	<input type="checkbox"/> PLEASE COMMENT	<input type="checkbox"/> PLEASE REPLY	<input type="checkbox"/> PLEASE RECYCLE

Hi Katie -

Please run 2 times -

Aug 26 & Sept 2 2016

Thanks!

978-420-3624

My name



# Haverhill

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

August 26 2016

Notice is hereby given that a hearing will be held for all parties interested, in the Council Chambers, City Hall Building, on Tuesday, September 13<sup>th</sup> at 7:00 o'clock P.M. on Document 84, a petition from Joseph DiFraia for a Special Permit to build an addition to the building currently housing the Chit Chat Lounge at 101-103 Washington st; on the 1<sup>st</sup> and 2<sup>nd</sup> floor. Project includes the addition of 4 residential one-bedroom units on the 3<sup>rd</sup> and 4<sup>th</sup> floors. Units will be townhouse style; with 1.2 parking spaces per unit with monthly rental of 5 spaces in the nearby parking garage

Description of area, maps and plans are on file in the City Clerk's Office.

Linda L Koutoulas  
City Clerk

**Advertise: August 26 & September 2 2016**

Hearing Sept 13 2016

**Haverhill**

October 19, 2015

City Solicitor,  
William Cox  
141 South Main St.  
Bradford, Mass. 01832

Re: Title Search

Dear Atty. Cox:

I have requested the Fire Department to conduct a structural survey of the following property in anticipation of placing it before City Council for a demolition order.

425 Washington St. Map 511 Block 278 Lot 8

The owner has failed to secure the fire damaged building or perform any repair work. Numerous safety concerns and complaints have been lodged in this department.

Would you please do the title search on this property so that I may proceed with the process.

Sincerely

Richard Osborne  
Building Inspector

RO/bld

IN CITY COUNCIL: July 26 2016

VOTED: that COUNCIL HEARING BE HELD SEPTEMBER 13 2016

Attest:

---

 City Clerk

Board of Health  
Inspection Services  
Building/Zoning  
Phone: 978-374-2325  
978-374-2341  
978-374-2338  
978-374-2430  
Fax: 978-374-2337  
bdufresne@cityofhaverhill.com

16.2



# Haverhill

Board of Health  
Inspection Services  
Building/Zoning  
Phone: 978-374-2325  
978-374-2341  
978-374-2338  
978-374-2430  
Fax: 978-374-2337  
bdufresne@cityofhaverhill.com

May 18, 2016

Public Safety Commissioner,  
Alan R DeNaro  
Room 113 - 4 Summer Street  
Haverhill, MA 01830

Re: Structural Survey

Commissioner DeNaro:

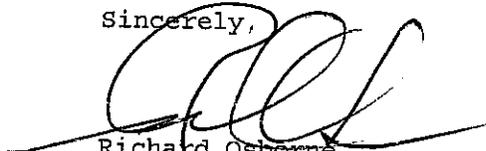
If an owner, lessee or mortgagee in possession of such unsafe structure refuses or neglects to comply with the requirements of such notice within the time limited, and such structure is not made safe or taken down as therein ordered. The head of the fire department shall survey the property(s).

There was a second fire at the above noted location on May 15, 2016. With this new development could you please have a second structural survey performed on the fire damaged building at the following location in accordance with Chapter 143, Section 8:

425 Washington St. Map 511, Blk. 278, Lot 8

If the structural survey team recommends demolition I will bring it forward to the City Council for a demolition order to remedy a public safety and public nuisance issue to the abutting properties.

Sincerely,



Richard Osborne  
Building Inspector

RO/bld

C: Andrew Herlihy, CDBG  
William Cox, City Solicitor  
Matthew Hennigan, Vacant Properties Manager  
Richard MacDonald, Director



## Bonnie Dufresne

---

**From:** Richard Osborne  
**Sent:** Wednesday, May 18, 2016 1:20 PM  
**To:** Bonnie Dufresne  
**Cc:** Richard MacDonald  
**Subject:** 425 WASHINGTON ST.

BONNIE; CAN WE MAKE A FORMAL REQUEST TO THE CITY OF HAVERHILL FIRE CHIEF FOR A STRUCTURAL SURVEY IN ACCORDANCE WITH MASS GEN. LAW CHAPT. 143 SEC 6, NUISANCE; MASS.GEN. LAW CHAPT.139 SEC 3,3A A RECENT FIRE IN THIS BUILDING HAS CAUSED CONCERNS WITH THE ABUTTERS AS TO THE STRUCTURE AND COMMON NUISANCE IT CREATES TO THE NEIGHBOORHOOD THANKS RICHARD OSBORNE

suggestions no later than **Monday, April 4<sup>th</sup>** at 4 p.m. so that I may later share with the owners the final draft of the timeline by way of telephone and mail no later than Monday (4/4) early evening:

TIMELINE OF REQUIRED TASKS FOR OWNERS, ABELARDO AND BLANCA NUNEZ

A. If the owners decide to go with 'Plan A' (i.e., renovating house and then selling it):

- **April 6, 2016:** Owners provide to Teneshia Lewis (Attorney General's Office) the name, address, and telephone number of the contractor who will perform the repairs at the property. [Note: Mr. Nunez mentioned that he already has a contractor. Just need the actual contact info]
- **April 8, 2016:** Owners confirm with Teneshia Lewis that a structural engineer will visit the property and perform an inspection of the property to prepare an analysis report
- **April 14(2), 2016:** City of Haverhill Building Inspector meets owner's structural engineer at the property for engineer's analysis.
- **April 20, 2016:** Structural Engineer's report must be submitted to Teneshia Lewis and Matt Hennigan (City of Haverhill)
- **April 26, 2016:** Owner provides Teneshia Lewis with copy of estimate budget for repairs based on Structural Engineer report, including approximately how long it will take to remediate all existing code violations. [Note: Based on the contractor's proposed time frame for completion of the work, the City and the Attorney General's Office will confer again to determine next steps]

B. If the owners decide to proceed with 'Plan B' (i.e., sell the property "as is"):

- **April 13, 2016:** Owners provide Teneshia Lewis with the name, address, and telephone number of real estate agent [Note: We start with this date to allow the owner sufficient time to shop around for a real estate agent between 4/4 and 4/13]
- **April 20, 2016:** Owners provide Teneshia Lewis with (1) written proof that they have authorized the real estate agent to market and/or list the property and (2) a copy of the actual MLS listing.

Note that if the above-referenced deadlines are met, we should discuss next steps including establishing a reasonable deadline by which the property should be sold before moving forward with the receivership petition. My initial thought is that if the property is not sold by **May 31, 2016 (and the violations continue to exist)**, we would move forward with the receivership petition. If a court appoints a receiver, we could continue the matter until late June 2016 (at the latest) before we ask that the receiver begins the actual receivership process. This would result in the owners having nearly a total of 3 months to sell the property.

As discussed, I will circle back to you with more information on how we would handle the issue of any new buyer's obligation to cure the code violations—and on a very expedited basis. In the meantime, I look forward to the City's thoughts on the above. Additionally, **Richard**, it may be helpful if you, Matt, and I had a conference call to discuss the status of this property and the above-outlined information. Please know that I can be available between **10 a.m. and 11:30 a.m. tomorrow, Thursday (3/31)**.

To: Richard Osborne, City of Haverhill Inspector of Buildings  
4 Summer Street  
Haverhill, MA 01830

As requested by the City of Haverhill a structural survey was conducted at:

425 Washington Street , Haverhill, MA on November 2, 2015.

Date of fire that caused damage, 10/09/2014

Fire has damaged the second and third floors and roof structure, leaving the building open the weather. The fire damage was limited to one area of the building on the North side. The roof is open to the weather, as well as soffits on the north side.

The property has been illegally entered in the past, but appears to be secure at the time of this survey.

It is our opinion that this building can be rehabilitated with extensive reconstruction.

Report compiled by: David W. Hewey 11/02/2015

---

---

See Attached Photos.



# Haverhill Fire Department

Fire Prevention / Investigation Unit



James J. Fiorentini  
Mayor  
  
John E. Parow  
Fire Chief

D/C William F. Laliberty  
Lieut. Roger E. Moses  
Insp. Johnathan W. Pramas

4 Summer St, Room 113  
Tel: (978) 373-8460  
Fax: (978) 521-4441

June 28, 2016

To: Richard Osborne, City of Haverhill Inspector of Buildings  
4 Summer Street  
Haverhill, MA 01830

As requested by the City of Haverhill a structural survey was conducted at:

425 Washington Street, Haverhill, MA on November 2, 2015.

Date of fire that caused damage, 10/09/2014

Fire has damaged the second and third floors and roof structure, leaving the building open to the weather. The fire damage was limited to one area of the building on the North side. The roof is open to the weather, as well as soffits on the north side. The property has been illegally entered in the past, but appears to be secure at the time of this survey.

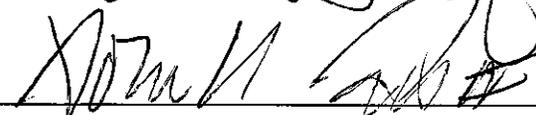
On May 15, 2016, a fire occurred in the basement of the building from an unknown cause after an investigation. It was determined that someone is gaining access into the building without the knowledge of the owner. The condition of this building has fallen into further disrepair.

This building should be demolished due to the lack of maintenance, the unwillingness of the owner to repair the build in order to render the building habitable and the lack of being accountable of who is accessing the building.

Report compiled by:

David W. Hewey, Disinterested Party  6/28/2016

William F. Laliberty, Deputy Fire Chief  6/28/2016

John Pettis III, City Engineer  6/28/2016

4 Summer Street  
Haverhill, MA 01830  
Phone: (978) 374-2312  
Fax: (978) 373-8490

# Fax

To: <u>Katie Gazette</u>	From: <u>City Clerk's Office</u>			
Fax:	Date: <u>Aug 1 2016</u>			
Phone: <u>978-946-2157</u>	Pages: <u>2</u>			
re: <u>Demo AD - 425 Washington St</u>				
<u>9-13-16</u>				
<input type="checkbox"/> Urgent	<input checked="" type="checkbox"/> For Review	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply	<input type="checkbox"/> Please Recycle

Hi Katie -

please see 9-2-2016

(Sep 2 2016)

Thanks!

Myana

978-420-3624



# Haverhill

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

September 2 2016

Notice is hereby given that a hearing will be held for all parties interested, in the Council Chambers, City Hall Building, on Tuesday, September 13, 2016 at 7:00 o'clock P.M. on Document 83 & 83-B being the following order:

Pursuant to Massachusetts General Law, Chapter 139, Section 1, after hearing, it is hereby adjudged that the building (s) at the following location in Haverhill MA, is a nuisance to the neighborhood and is dangerous, in accordance with the authority bestowed upon us by said Chapter, it is hereby ordered that said Building (s) be demolished or repaired.

Doc 83-B: 425 Washington st – Assessor's Map 511, Block 278, Lot 8

Linda L Koutoulas

City Clerk

ADVERTISE: September 2, 2016



Hearing September 13

DOCUMENT 83-B

**CITY OF HAVERHILL**

In Municipal Council July 26 2016

2016

16.2.11

ORDERED:

Pursuant to Massachusetts General Law, Chapter 139, Section 1, after hearing, it is hereby adjudged that the building(s) at 425 Washington Street St. Assessor's Map # 511, Block # 278, Lot # 8, in Haverhill, is a nuisance to the neighborhood and is dangerous, in accordance with the authority bestowed upon us by said Chapter, it is hereby ordered that said Building (s) be demolished or repaired.

In the event the owner fails to take steps to rehabilitate or remove said building (s) within 30 days, the Mayor or his agent is authorized to proceed with demolition of said building (s) and may place a lien, suit and/or attachment on the owner or properties you own to the extent of damage incurred.

VOTED: that COUNCIL HEARING BE HELD SEPTEMBER 13 2016  
Attest:

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



# Haverhill Fire Department

## Fire Prevention / Investigation Unit



James J. Fiorentini  
Mayor

John E. Parow  
Fire Chief

D/C William F. Laliberty  
Lieut. Roger E. Moses  
Insp. Johnathan W. Pramas

4 Summer St, Room 113  
Tel: (978) 373-8460  
Fax: (978) 521-4441

June 28, 2016

To: Richard Osborne, City of Haverhill Inspector of Buildings  
4 Summer Street  
Haverhill, MA 01830

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425 Washington Street, Haverhill, MA on November 2, 2015.

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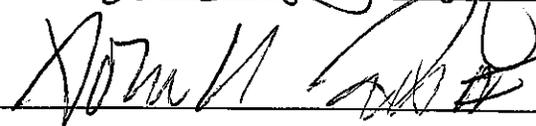
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David W. Hewey, Disinterested Party  6/28/2016

William F. Laliberty, Deputy Fire Chief  6/28/2016

John Pettis III, City Engineer  6/28/2016

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4 Summer Street  
Haverhill, MA 01830

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Report compiled by: David W. Hewey 11/02/2015

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---

See Attached Photos.



# Haverhill Fire Department

## Fire Prevention / Investigation Unit



James J. Fiorentini  
Mayor

John E. Parow  
Fire Chief

D/C William F. Laliberty  
Lieut. Roger E. Moses  
Insp. Johnathan W. Pramas

4 Summer St, Room 113  
Tel: (978) 373-8460  
Fax: (978) 521-4441

November 3, 2015

To: Richard Osborne, City of Haverhill Inspector of Buildings  
4 Summer Street  
Haverhill, MA 01830

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425 Washington Street, Haverhill, MA on November 2, 2015.

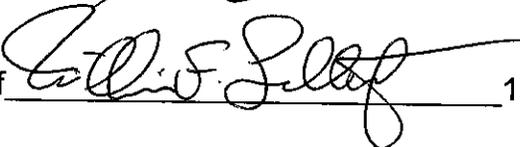
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Report compiled by:

David W. Hewey, Disinterested Party  11/02/2015

William F. Laliberty, Deputy Fire Chief  11/02/2015

John Pettis III, City Engineer \_\_\_\_\_ 11/02/2015

See Attached Photos.

suggestions no later than **Monday, April 4<sup>th</sup>** at 4 p.m. so that I may later share with the owners the final draft of the timeline by way of telephone and mail no later than Monday (4/4) early evening:

TIMELINE OF REQUIRED TASKS FOR OWNERS, ABELARDO AND BLANCA NUNEZ

- A. If the owners decide to go with 'Plan A' (i.e., renovating house and then selling it):
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As discussed, I will circle back to you with more information on how we would handle the issue of any new buyer's obligation to cure the code violations—and on a very expedited basis. In the meantime, I look forward to the City's thoughts on the above. Additionally, **Richard**, it may be helpful if you, Matt, and I had a conference call to discuss the status of this property and the above-outlined information. Please know that I can be available between **10 a.m. and 11:30 a.m. tomorrow, Thursday (3/31)**.

## Unofficial Property Record Card - Haverhill, MA

### General Property Data

Parcel ID 511-276-8	Account Number
Prior Parcel ID --	
Property Owner NUNEZ ABELARDO ETUX NUNEZ BLANCA	Property Location 425 WASHINGTON ST Property Use TWO FAM
Mailing Address 1099 WESTERN AVE	Most Recent Sale Date 1/20/2006 Legal Reference 25301-272
City HAVERHILL	Grantor NUNEZ ABELARDO,
Mailing State MA Zip 01832	Sale Price 1
Parcel Zoning	Land Area 0.125 acres

### Current Property Assessment

Card 1 Value	Building Value 75,600	Xtra Features Value 500	Land Value 63,500	Total Value 139,600
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### Building Description

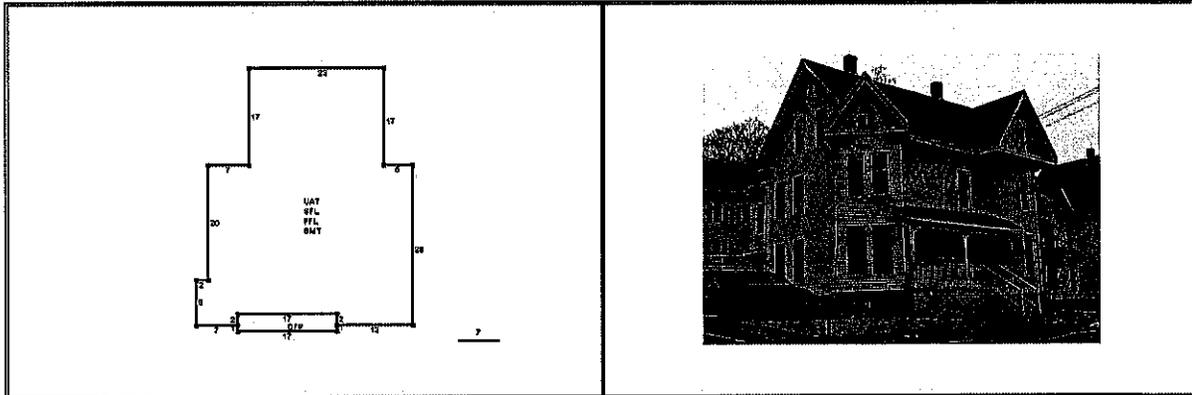
Building Style MULTI-GRDN	Foundation Type BRICKSTONE	Flooring Type SOFTWOOD
# of Living Units 2	Frame Type WOOD	Basement Floor CONCRETE
Year Built 1890	Roof Structure GABLE	Heating Type FORCED H/W
Building Grade AVERAGE	Roof Cover ASPHALT	Heating Fuel GAS
Building Condition Average	Siding VINYL	Air Conditioning 0%
Finished Area (SF) 3044.25	Interior Walls PLASTER	# of Bsmt Garages 0
Number Rooms 15	# of Bedrooms 9	# of Full Baths 2
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

### Legal Description

### Narrative Description of Property

This property contains 0.125 acres of land mainly classified as TWO FAM with a(n) MULTI-GRDN style building, built about 1890 , having VINYL exterior and ASPHALT roof cover, with 2 unit(s), 15 room(s), 9 bedroom(s), 2 bath(s), 0 half bath(s).

### Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



# Haverhill

Board of Health  
Inspection Services  
Building/Zoning  
Phone: 978-374-2325  
978-374-2341  
978-374-2338  
978-374-2430  
Fax: 978-374-2337  
bdufresne@cityofhaverhill.com

September 9, 2016

Memorandum

TO: John Michitson, City Council President and Council Members:

FROM: Richard Osborne, Building Inspector

RE: 425 Washington Street

*(continue  
to Sep 27 2016)*

I respectfully request a continuance on the demolition order for 425 Washington Street the owner Mr. Nunez has contracted New Hampshire Demolition Company to demolish the structure. A demolition permit (B-16-1473) was issued on September 9, 2016 with anticipated demolition of this structure scheduled for the week of September 12, 2016. I contacted the City Solicitor and he recommends that no further action be taken at this time by the City Council other than a continuance to allow the order to remain active until the demolition is completed.

Sincerely

Richard Osborne  
Building Inspector

RO/ds

C: Richard MacDonald, Director, Health & Inspectional Services  
William Cox, City Solicitor  
William Laliberty, Fire Chief



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

17.1

ORDERED:

**That the Mayor be and is hereby authorized to enter into and execute an "LICENSE TO OCCUPY REAL PROPERTY" on behalf of the City of Haverhill with the Commonwealth of Massachusetts/Division of Capital Asset Management and Maintenance (DCAMM) on behalf of the Massachusetts Trial Court for a portion of the premises located at 4 Summer Street, Second Floor, a copy of which is attached hereto and incorporated herein, and, that said space is hereby declared surplus for the purposes of entering into said License.**

---

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

September 9, 2016

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

RE: License to Occupy Real Property at Haverhill City Hall Regarding Haverhill District Court

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

Attached please find an order regarding a license to occupy real property on behalf of the City of Haverhill with the Commonwealth of Massachusetts' Division of Capitol Asset Management and Maintenance (DCAMM) on behalf of the Massachusetts Trial Court for a portion of the premises located at 4 Summer Street, Second Floor, Haverhill.

I recommend approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf

**THIS OFFICIAL FORM MUST NOT BE ALTERED.  
ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.**

**COMMONWEALTH OF MASSACHUSETTS  
LICENSE TO OCCUPY REAL PROPERTY**

**1. SUBJECT MATTER AND TABLE OF CONTENTS**

**1.1 Subject Matter**

Each of the references in this License to Occupy Real Property (this License) to any of the following subjects incorporates the data stated for that subject in this § 1.1 and, unless defined elsewhere in this License, constitutes the definition of the listed subject.

**DATE OF LICENSE:**

**LICENSOR:**

City of Haverhill

**ORIGINAL ADDRESS OF LICENSOR:**

City Hall  
4 Summer Street  
Haverhill, Massachusetts 01830

**LICENSEE:**

The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) on behalf of the User Agency

**ORIGINAL ADDRESS OF LICENSEE:**

Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15th Floor  
Boston, Massachusetts 02108-1518

**LICENSEE'S REPRESENTATIVE:**

Name: Christopher J. McQuade, Leased Property Manager  
Address: Massachusetts Trial Court  
Two Center Plaza, 5<sup>th</sup> Floor  
Boston, Massachusetts 02108  
and / or such other persons as Licensee may designate from time-to-time, as set forth in § 4.3

**USER AGENCY:**

Massachusetts Trial Court

ORIGINAL ADDRESS OF  
USER AGENCY:

Two Center Plaza, 5<sup>th</sup> Floor  
Boston, Massachusetts 02108

BUILDING (ADDRESS):

City Hall  
4 Summer Street  
Haverhill, Massachusetts 01830

LICENSED PREMISES:

Floor(s): Second  
Room(s)/Suite: N/A  
within the Building as shown in Exhibit A,  
together with all of the Licensor's Improvements  
(as defined in § 4.1) made within the Licensed  
Premises pursuant to the provisions of this  
License. This License must never be construed  
as creating or vesting in Licensee any estate in  
the Licensed Premises, but granting to Licensee  
only the limited privileges of entry, use, and  
occupancy as described in this License. This  
License does not constitute the granting of an  
interest in real property for any purpose, and  
Licensee does not have any right to make  
improvements to the Licensed Premises.

USABLE AREA OF LICENSED PREMISES: Office Space: 4,529 square feet  
Storage Space: -0- square feet

RESERVED PARKING SPACES:

Number:  
Location:

NON-RESERVED PARKING SPACES:

Number:  
Location:

PERMITTED USES:

Subject to the provisions of § 6.1, Licensee  
must use the Licensed Premises for the  
following purposes: Civil Court and Small  
Claims Sessions, Probation Office functions.

LICENSE TERM:

Beginning on the Date of Occupancy, as defined  
in § 3.2, and continuing until the first  
anniversary of the Date of Occupancy  
(Expiration Date). The "Expiration Date"  
includes any effective date of termination of this  
License, unless otherwise indicated.

**HOURS OF OPERATION:**

During the License Term, Licensee is permitted to operate and use the Licensed Premises for the Permitted Uses during the following times: Monday through Friday, 7:30 a.m. through 5:00 p.m.

**LICENSE FEE:**

\$24,000.00, payable in equal monthly installments of \$2,000.00.

**BUSINESS DAY:**

Unless otherwise provided by this License, "business day" means any day *other than* Saturday, Sunday, or a designated holiday of the Commonwealth of Massachusetts on which the offices of the Commonwealth of Massachusetts are closed, whether throughout the Commonwealth of Massachusetts or only in Suffolk County.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

1.2 Table of Contents

1. SUMMARY

1.1 Subjects Referred To..... 1  
1.2 Table Of Contents ..... 4

2. LICENSED PREMISES; USABLE AREA

2.1 Licensed Premises; Appurtenant Rights..... 6  
2.2 Usable Area ..... 6

3. LICENSE FEE; DATE OF OCCUPANCY

3.1 License Fee, Payment..... 6  
3.2 Date of Occupancy; Commencement of License Fee Obligation..... 7  
3.3 Licensee's Entry Before License Term Without Charge..... 7

4. IMPROVEMENTS BY LICENSOR

4.1 Licensor's Improvements..... 8  
4.2 Completion Date; Licensee Delays; Standard for Substantial Completion..... 8  
4.3 Licensee's Representative ..... 10

5. LICENSOR'S COVENANTS

5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings; Changes..... 10  
5.2 Delivery of Licensed Premises; Compliance with Law ..... 11  
5.3 Right of Entry..... 11  
5.4 Correction of Defective Work; Repair of Licensed Premises and Building ..... 11  
5.5 Delivery of Services and Utilities ..... 12

6. LICENSEE'S COVENANTS

6.1 Use of Licensed Premises..... 12  
6.2 Care of Licensed Premises ..... 13  
6.3 Compliance With Applicable Laws and Removal of Liens ..... 13  
6.4 Assignment and Sublicense..... 13  
6.5 Yield Up at Termination of License..... 14

7. CASUALTY; EMINENT DOMAIN

7.1 Damage by Fire or Other Casualty..... 14  
7.2 Eminent Domain ..... 14

8. INDEMNIFICATION AND INSURANCE

8.1 Licensee's Self-Insurance ..... 15  
8.2 Licensee's Personal Property, Assumption of Risk ..... 15  
8.3 Waiver of Subrogation ..... 15

9. TERMINATION

..... 15

10. HOLDING OVER

..... 16

11. FISCAL YEAR APPROPRIATIONS AND AUTHORIZATIONS

11.1 Licensee's Obligations Subject to Appropriations and Authorizations ..... 16  
11.2 Termination of License for Lack of Appropriations and Authorizations ..... 16

<b><u>12. PERSONAL LIABILITY</u></b>	
12.1 Liability of Licensee.....	16
12.2 Liability of Licensor.....	16
<b><u>13. NOTICE</u></b>	
13.1 Notice.....	17
13.2 Special Notice Where Failure to Reply Results in Consent or Approval.....	17
<b><u>14. FORCE MAJEURE</u></b>	
<b><u>15. MISCELLANY</u></b>	
15.1 Entire Agreement.....	18
15.2 Changes in License.....	18
15.3 Binding Agreement.....	18
15.4 Governing Law.....	18
15.5 Waiver.....	18
15.6 No Broker.....	18
15.7 Rights and Remedies Not Exclusive.....	19
15.8 Accord and Satisfaction.....	19
15.9 Debarred or Suspended Contractors.....	19
15.10 Time of Essence.....	19
15.11 Affirmative Action; Non-discrimination in Hiring and Employment.....	19
15.12 Severability.....	20
15.13 No Agreement Until Signed.....	20
15.14 State Employees Barred From Interest.....	20
15.15 Paragraph Headings.....	20
15.16 Counterparts.....	20
15.17 Rider, Certificate, Exhibits, and Other Accompanying Documents.....	20

**RIDER, CERTIFICATE, EXHIBITS, AND OTHER ACCOMPANYING DOCUMENTS**

These are incorporated into and made part of this License:

Rider to License

Certificate of Compliance with Executive Order No. 481

- Exhibit A: Plan Showing Location of the Licensed Premises within the Building
- Exhibit A-1: Licensor's Measured Drawing of the Licensed Premises
- Exhibit A-2: Site Plan Showing Location of Reserved Parking Spaces
- Exhibit B: Schematic Space Plan of the Licensed Premises
- Exhibit C: Specifications for the Licensed Premises
- Exhibit D: Construction Schedule

## 2. LICENSED PREMISES; USABLE AREA

### 2.1 Licensed Premises; Appurtenant Rights

- (a) Licensor grants to Licensee the privileges to enter upon and to use the Licensed Premises for the Permitted Uses, subject to the provisions of this License.
- (b) Licensee has as appurtenant to the Licensed Premises, the right to use in common with other occupants of the Building (and subject to the rules of the Building as set forth in § 6.3): (i) the common lobbies, malls, corridors, stairways, elevators, service areas, and loading platform of the Building; (ii) the pipes, ducts, conduits, wires, and appurtenant meters and equipment serving the Licensed Premises in common with other premises within the Building; (iii) common pedestrian walkways and landscaped areas; (iv) if the Licensed Premises include less than the entire floor area of any floor of the Building, the common restrooms, corridors, and elevator lobbies located on such floor and serving the Licensed Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by occupants of the Building.

### 2.2 Usable Area

- (a) For the purposes of this License, "Usable Area" means, with respect to the Licensed Premises or any space removed from or added to the Licensed Premises, the square footage determined by measuring the entire floor area of the Licensed Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions must not be made for columns or other projections necessary to the Building structure or systems or for partitions subdividing the Licensed Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include elevator shafts, vestibules, stair enclosures, elevator machine rooms or other building equipment areas, janitorial, electrical, or mechanical closets, loading platforms, or restrooms, irrespective of whether Licensee occupies the entire floor or the entire Building.
- (b) Licensor acknowledges that Licensee has relied upon the information contained in Exhibit A-1, Licensor's Measured Drawings of the Licensed Premises, in establishing the Usable Area of the Licensed Premises set forth in § 1.1 and that the License Fee is predicated upon the Licensed Premises having a Usable Area equal to or exceeding the Usable Area of the Licensed Premises set forth in § 1.1 as so established. Licensor warrants and represents to Licensee that Exhibit A-1 is complete and accurate in all respects. If it is determined that Exhibit A-1 is not accurate and that the Usable Area of the Licensed Premises is smaller than depicted in said Exhibit A-1 by a factor of one percent or more, then, at the option of Licensee, this License must be amended to state the actual Usable Area of the Licensed Premises, and the License Fee must be adjusted downward to reflect such actual Usable Area.

## 3. LICENSE FEE; DATE OF OCCUPANCY

### 3.1 License Fee, Payment

- (a) Licensee agrees to pay, and Licensor agrees to accept, the License Fee described in § 1.1. Equal monthly installments of the License Fee are payable on or before the tenth day of the month for which said License Fee is due unless otherwise indicated in § 1.1. If the License

Term commences other than on the first day of a month or ends other than on the last day of a month, the License Fee for such fractional month must be prorated unless otherwise provided by § 1.1. Notwithstanding the first sentence of this § 3.1, any prorated License Fee for the portion of the month in which the License Term commences must be paid at the same time as the first installment of monthly License Fee for the first full month of the License Term unless otherwise provided by § 1.1.

- (b) If any installment of License Fee is not paid when due, Licensor is entitled to late payment interest on the overdue amount in accordance with and subject to G. L. c. 29, § 29C, and any regulations or administrative bulletins promulgated under said statute.

### 3.2 Date of Occupancy; Commencement of License Fee Obligation

- (a) The obligation of Licensee to pay the License Fee begins on the Date of Occupancy. The Date of Occupancy is the earlier of (i) the 15<sup>th</sup> day after the Licensed Premises are available for Licensee's occupancy, or (ii) the day Licensee actually takes occupancy of the Licensed Premises and begins to use the Licensed Premises for any or all of the Permitted Uses.
- (b) Notwithstanding that Licensor may have met all of the requirements set forth in the preceding paragraph for establishing the Date of Occupancy, the Date of Occupancy is not deemed to occur before the Completion Date set forth in § 4.2 unless Licensee actually takes occupancy of the Licensed Premises and begins to use the Licensed Premises for any or all of the Permitted Uses before the Completion Date. Licensee agrees to execute a letter to Licensor confirming the Date of Occupancy within ten business days after the Date of Occupancy has occurred.

### 3.3 Licensee's Entry Before License Term Without Charge

- (a) With the prior approval of Licensor, Licensee may enter the Building and Licensed Premises before the Date of Occupancy without payment of any additional sums in order to install telephone equipment, cabling, furniture and fixtures, and to otherwise prepare the Licensed Premises for occupancy by Licensee. Licensor must not withhold or delay such approval, provided that Licensee coordinates Licensee's work with the construction of the Licensor's Improvements and any other work being performed by Licensor in the Building so as not to interfere with or increase the cost of such work of Licensor or delay the Completion Date. As a condition of granting such approval, Licensor may require that Licensee and Licensee's contractors be accompanied by a representative of Licensor, and Licensee agrees on behalf of itself and Licensee's contractors to comply with any and all reasonable directions given by said representative of Licensor.
- (b) In order to assist Licensee with Licensee's preparation, move into, and occupancy of the Licensed Premises, Licensor must provide Licensee and Licensee's agents and contractors with all information concerning the Building's structure, systems, utilities, equipment, and services reasonably required by Licensee. Such information must be provided within reasonable promptness following a request by Licensee, whether before or after commencement of the License Term.

#### 4. IMPROVEMENTS BY LICENSOR

##### 4.1 Licensor's Improvements

Licensor, at Licensor's sole cost and expense (except as otherwise specifically provided in this License), must furnish all labor and materials necessary to construct the Licensed Premises and to make any and all improvements or alterations to the Building and exterior areas required by the Schematic Space Plan attached as Exhibit B, the Specifications for the Licensed Premises attached as Exhibit C, and all other provisions of this License. All such alterations and improvements to be made by Licensor in or about the Licensed Premises are referred to as the "Licensor's Improvements."

##### 4.2 Completion Date; Licensee Delays; Standard for Substantial Completion

- (a) Subject to Licensee Delays, as defined in this § 4.2, and any Force Majeure Event, as defined in § 14, all of the Licensor's Improvements must be substantially completed and the Licensed Premises made available for Licensee's occupancy within \_\_\_ weeks after delivery of a fully executed copy of this License to Licensor (the Completion Date). If, at any time, it appears that this deadline will not be met, Licensor must notify Licensee immediately, in writing. Such notice must advise Licensee of each reason for delay and of the new projected Completion Date.
- (b) If the Completion Date is delayed due to a Force Majeure Event, then the Completion Date, as it may be amended from time to time, must be extended by the actual number of days the Completion Date is delayed as a result of a Force Majeure Event, but in any event, such extension of the Completion Date for Force Majeure Causes must not exceed 150 days in the aggregate without Licensee's consent, which consent may be withheld by Licensee, for any reason or for no reason, in Licensee's sole discretion.
- (c) If the Completion Date is delayed due to a Licensee Delay, then the Completion Date set forth above, as it may be amended from time to time, must be extended by the actual number of days the Completion Date is delayed by such Licensee Delay. For the purposes of this License, "Licensee Delay" means any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Licensee, provided such act or omission continues for a period of more than two business days after receipt of notice from Licensor that such act or omission is likely to cause a delay in the Completion Date (such notice to be sent to Licensee in an envelope bearing the following notice on the outside in bold-face type NOTICE OF LICENSEE DELAY -- OPEN IMMEDIATELY):
  - (i) Delays in the delivery, installation, or completion of any work performed by Licensee or Licensee's contractors; or
  - (ii) Any failure by Licensee to perform any of Licensee's obligations under this License.
- (d) The extension of the Completion Date for Licensee's Delays is Licensor's sole and exclusive remedies for Licensee's Delays, notwithstanding the provisions of § 15.7 or any other provision of this License.
- (e) The Licensor's Improvements are substantially complete for the purposes of this License only when (i) Licensor performs the work required to be performed by Licensor, including complete installation of all structural and mechanical elements, walls, partitions, windows, floor and ceiling coverings, wiring, fixtures, life-safety systems, decorations, paint, and exterior

improvements, with only Punchlist Items excepted, (ii) the water supply, sewage, heating, ventilating, air conditioning, and electric facilities are available to Licensee in accordance with the obligations assumed by Licensor under this License, and (iii) the Licensed Premises are free of debris and construction materials, are in a usable and licensable condition, and have been cleaned by Licensor.

- (f) Subject to Licensee Delays and Force Majeure Causes only, Licensor must cause the Licensor's Improvements to be completed in accordance with the Construction Schedule annexed as Exhibit D. Licensor must keep Licensee apprised of the progress of the work to be performed by Licensor under this License. If there is any delay in the progress of the work of five days or more, Licensor must notify Licensee of such delay immediately, regardless of whether Licensor anticipates that such delay causes a delay in the Completion Date. Said notice must advise Licensee of all changes or adjustments in the Construction Schedule, the cause of each change or adjustment, and the corrective efforts, if any, made or to be made by Licensor.
- (g) If, for reasons other than Licensee Delays or a Force Majeure Event, the Licensor's Improvements are not substantially completed within 60 days after the Completion Date, as it may be extended for Licensee Delays, a Force Majeure Event, or otherwise by agreement of Licensor and Licensee, Licensee has, in addition to any other remedies available to Licensee under this License, or at law or in equity, the right to terminate this License by giving Licensor a written Notice of Termination, which option may be exercised by Licensee immediately or at any time after the expiration of said 60 days and without further notice. Such termination of this License by Licensee does not relieve Licensor of its obligation to pay Licensee any and all costs, fees, and expenses that Licensee may incur as a result of Licensor's delay in making the Licensed Premises available for use and occupancy by Licensee, as provided in the preceding paragraph, and such termination does not limit any claim for damages to which Licensee may be lawfully entitled by reason of Licensor's failure to perform its obligations.
- (h) Notwithstanding Licensee's consent to any extension of the Completion Date, all Punchlist Items must be completed promptly by Licensor, and in any event such items must be completed no later than 30 days after the Date of Occupancy. For the purposes of this License, "Punchlist Items" means only minor and insubstantial details of decoration or mechanical adjustment that do not impair Licensee's ability to use and occupy the Licensed Premises in accordance with the provisions of this License. On or before the Date of Occupancy, Licensor and Licensee must conduct a walk-through of the Licensed Premises and must identify, in writing, all Punchlist Items to be completed by Licensor.
- (i) The construction of the Licensor's Improvements must be (i) coordinated with any work being performed by Licensee, provided that such coordination does not materially interfere with Licensor's construction schedule, delay the Completion Date, or increase the cost of the Licensor's Improvements, (ii) completed in a good and workmanlike manner, (iii) performed and completed in compliance with all applicable laws, ordinances, codes, and regulations, and (iv) performed and completed at Licensor's sole expense, including the cost of all design work, materials, labor, and state and local permits. Approval by Licensee of any Working Drawings or changes in Working Drawings, whether expressly given or resulting from Licensee's inaction, must never be construed as a waiver of any of the requirements of this paragraph.

#### 4.3 Licensee's Representative

Licensee designates the individual(s) named in § 1.1 as Licensee's Representative, with full power and authority to make decisions on behalf of Licensee with respect to matters pertaining to the design and construction of the Licensor's Improvements, except that Licensee's Representative has no authority whatsoever to alter, waive, or modify any provision of this License, which may only be done in accordance with the provisions of § 15.2. Licensor must rely only upon communications received from such individuals, unless otherwise notified by Licensee in writing.

## 5. LICENSOR'S COVENANTS

### 5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings; Changes

Licensor warrants and represents as follows:

- (a) Licensor has record title to the premises (or holds a current and valid lease of the premises) of which the Licensed Premises are a part, and that there are no encumbrances affecting the Licensed Premises or Building that would prohibit or interfere with the construction of the Licensor's Improvements or the use of the Licensed Premises for the Permitted Uses.
- (b) Licensor's name appears in this License exactly as Licensor's name appears on Licensor's record title to the Licensed Premises if Licensor owns the Licensed Premises, or exactly as Licensor's name appears in Licensor's lease.
- (c) Licensor has full legal capacity to enter into this License.
- (d) If Licensor is not a natural person or natural persons, but Licensor is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Licensor is validly organized and existing, Licensor is in good standing in the state, commonwealth, province, territory, or jurisdiction of its organization, and Licensor is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Licensed Premises are located.
- (e) The execution of this License is duly authorized, and each person executing this License on behalf of Licensor has full authority to do so and to fully bind Licensor.
- (f) Licensor is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.
- (g) Licensor knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting Licensor or Licensor's properties in which any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this License or Licensor's ability to carry out Licensor's obligations.
- (h) If the status of any warranty and representation by Licensor in this § 5.1 changes or ceases to be accurate during the License Term, Licensor must notify Licensee in writing of each such change or cessation within ten business days after the occurrence of such change or cessation and must thereafter, within an additional ten business days, complete and submit to Licensee all commercially reasonable documentation that is necessary and appropriate to such change or cessation, all at no cost or expense to Licensee.

## 5.2 Delivery of Licensed Premises; Compliance with Law

- (a) Licensor warrants and represents that Licensor delivers the Licensed Premises to Licensee in good, clean, and licensable condition, and otherwise in accordance with the provisions of this License, and that the construction of the Licensor's Improvements and Building common areas to which Licensee has appurtenant rights, and the use of the Licensed Premises by Licensee for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Licensor's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to handicapped accessibility) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.
- (b) If, at any time, any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance-rating body notifies Licensor or Licensee that all or any part of the Licensed Premises or Building is not constructed or maintained in compliance with any applicable law, ordinance, code, or regulation, and demands compliance, then Licensor, upon receipt of such notification, must promptly cause such repairs, alterations, or other work to be done promptly so as to bring about the compliance demanded. Licensor may defer compliance so long as the validity of any such law, order, or regulation is contested in good faith by Licensor and by appropriate legal proceedings, provided that such failure to comply must not in any way interfere with Licensee's use of the Licensed Premises for the Permitted Uses, or subject Licensee or its employees or invitees to any increased risk of injury to their persons or property, or adversely affect any other right of Licensee under this License, or impose any additional obligation upon Licensee.

## 5.3 Right of Entry

At reasonable times and without unreasonably interfering with Licensee's use, occupancy, and enjoyment of the Licensed Premises, Licensor or Licensor's agents may enter the Licensed Premises to make repairs or to view the Licensed Premises. Licensor must give Licensee a minimum of 48 hours notice for such visits (which notice may be given by "FAX" in the case of minor repairs taking one day or less to complete or to view the Licensed Premises); provided, however, that Licensor may enter the Licensed Premises at any hour and without 48 hours notice in the case of an emergency affecting the Licensed Premises.

## 5.4 Correction of Defective Work: Repair of Licensed Premises and Building

- (a) During the License Term, Licensor must promptly remedy, repair, or replace any defective aspects of the Licensor's Improvements of which Licensor becomes aware after the Date of Occupancy (Latent Defects).
- (b) Subject to Licensor's obligation to correct Latent Defects, Licensor must keep and maintain the Licensed Premises, including, without limitation, all equipment and fixtures furnished by Licensor as part of the Licensor's Improvements (whether located within or outside of the Licensed Premises) in such good repair, order, and condition as the same are in at the beginning of the License Term, reasonable wear and tear, damage caused by fire or casualty (except as provided in § 7.1), and damage caused by the negligence, breach of this License, or willful misuse of Licensee excepted. Without limiting the foregoing, but subject to any additional or limiting provisions of Exhibit C, Licensor's obligations include repair of broken glass, doors, floor coverings, interior walls and partitions, ceiling tiles, plumbing and lighting fixtures, locks,

fire protection equipment, heating, ventilation, and air conditioning equipment, and cabling. Licensor must make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as may be necessary to keep them in good condition.

- (c) Routine repairs to the Licensed Premises or to any of the Licensor's Improvements outside of the Licensed Premises must be made by Licensor within five business days after Licensor discovers or is notified by Licensee of the condition requiring repair, or within such shorter time period as may be required by applicable law, code, or regulation. "Routine repairs" means any repair that is not an "emergency repair," as defined in the next paragraph.
- (d) Emergency repairs to the Licensed Premises, the Licensor's Improvements, or any other portion of the Building must be made immediately upon notice to Licensor or Licensor's authorized representative of the condition requiring repair. As used in this License, "emergency repair" means any repair or replacement that is required to remove an immediate threat to the life, health, or safety of persons or property upon the Licensed Premises or the appurtenant areas described in § 2.1.
- (e) All repairs by Licensor must be completed (i) at Licensor's sole cost and expense, (ii) in a good and workmanlike manner, (iii) with respect to repairs of the Licensed Premises and the Licensor's Improvements only, with materials of equal or better quality than the original, and (iv) in compliance with all applicable laws, ordinances, codes, and regulations.
- (f) In (i) scheduling and carrying out the repairs required by this License, (ii) making any optional repairs, alterations, or improvements to the Building or the Licensed Premises, and (iii) performing routine maintenance of Building systems, fixtures, or equipment, Licensor must make all reasonable efforts to minimize interference with Licensee's access to and use of the Licensed Premises. If any such repairs or maintenance by Licensor causes Licensee to be deprived of the use of all or a material portion of the Licensed Premises for a period of more than two consecutive business days, the License Fee for each succeeding day must be abated in proportion to the deprivation unless said repairs or maintenance are required due to damage caused by the negligence, breach of this License, or willful misconduct of Licensee or Licensee's agents or contractors.

#### 5.5 Delivery of Services and Utilities

Licensor must furnish janitorial and other services, utilities, facilities, and supplies, as set forth in Exhibit C.

### 6. LICENSEE'S COVENANTS

#### 6.1 Use of the Licensed Premises

- (a) Licensee must use the Licensed Premises only for the Permitted Uses set forth in § 1.1, Licensee must not cause or permit any nuisance in the Building and must not conduct any activity within the Licensed Premises or Building that interferes with the rights of tenants or occupants of the Building.
- (b) Licensee covenants and agrees that Licensee must not do or permit anything to be done in or upon the Licensed Premises or Building, or bring anything on the Licensed Premises or

Building that increases the rate of insurance on the Licensed Premises or Building above the standard rate applicable to premises occupied for the Permitted Uses, or that voids such insurance. Licensee further agrees that if Licensee does any of the foregoing, Licensee must promptly pay to Licensor, on demand, any resulting increase as an additional fee, or Licensee must cease all activities that cause the increase or the voiding, as the case may be.

## 6.2 Care of the Licensed Premises

Licensee must not injure, deface, or commit waste in the Licensed Premises or any part of the Building. Licensee must exercise reasonable care to ensure that all systems, fixtures, and equipment installed by Licensor are used only for their intended purposes and that the electrical, mechanical, and structural systems of the Building and the Licensed Premises are not overloaded. Licensee must notify Licensor promptly of any damage to the Licensed Premises, malfunction of a system or fixture, or any other condition that requires repair by Licensor.

## 6.3 Compliance With Applicable Laws and Removal of Liens

Licensee must comply with all laws, orders, and regulations of federal, state, county, and city authorities, and with any of Licensor's rules and regulations that are set forth in this License or are established by Licensor, provided that they do not conflict with the provisions of this License, and further provided that they are delivered to Licensee and to the User Agency in the manner required for notices. Licensee may defer compliance so long as the validity of any such law, order, or regulation is contested in good faith by Licensee and by appropriate legal proceedings, if Licensee first gives Licensor appropriate assurance, reasonably satisfactory to Licensor, against any loss, cost, or expense on account of such deferral, and provided that such contest must not subject Licensor to criminal penalties or civil sanctions, loss of property, liens against property, or civil liability. Licensee must not cause or allow any liens of any kind to be filed against the Licensed Premises. If any liens are filed, within 15 days after receiving written notice of such filing, Licensee, at Licensee's sole cost and expense, must take whatever action is necessary to cause such lien to be bonded off or released of record without cost to Licensor.

## 6.4 Assignment and Sublicense

- (a) Licensee must not assign, sublicense, mortgage, pledge, or encumber this License (the result of any such action being referred to as a "Transfer") without Licensor's prior written consent, which consent must not be unreasonably withheld, conditioned, or delayed. By valid written instrument, any transferee must expressly assume, for itself and its successors and assigns, and for the benefit of Licensor, all of the obligations of Licensee under this License. Following such transfer, Licensee has no further obligations of Licensee under this License.
- (b) Licensor must advise Licensee in writing whether or not Licensor consents to a proposed Transfer within 30 days of receiving Licensee's request for such consent. If such consent is withheld, Licensor must specify the reasons, in writing, to Licensee. If Licensor fails to so notify Licensee within said time period, Licensor is deemed to have given Licensor's consent to the proposed Transfer.
- (c) The express or implied consent by Licensor to any Transfer does not constitute a waiver of Licensor's right to prohibit any subsequent Transfer.
- (d) Licensor acknowledges and agrees that the use or occupation of all or part of the Licensed Premises by an agency of state government other than the User Agency named in § 1.1, or the

substitution of another agency of state government for the User Agency is not a Transfer, provided that the Licensed Premises continue to be used for the Permitted Uses. Nevertheless, Licensee must advise Licensor, in writing, if any agency of state government other than the User Agency named in § 1.1 occupies all or any portion of the Licensed Premises, or if there is a substitution of any agency of state government for such User Agency.

#### 6.5 Yield Up at Termination of License

At the expiration or other termination of this License, Licensee must remove all Licensee's effects from the Licensed Premises. Licensee must surrender and deliver up the Licensed Premises to Licensor in the condition in which Licensee is required to maintain the Licensed Premises, as set forth in this License, reasonable wear and tear, and damage by fire or other casualty, excepted. Any personal property of Licensee remaining upon the Licensed Premises after Licensee has surrendered the Licensed Premises becomes the property of Licensor. If Licensor removes and disposes of any remaining property, Licensee agrees to pay the reasonable costs of removal and disposal, less any salvage value actually recovered by Licensor, provided that such claim is submitted to Licensee, in writing, within 30 days after Licensee vacates the Licensed Premises.

### 7. CASUALTY; EMINENT DOMAIN

#### 7.1 Damage by Fire or Other Casualty

If any damage to the Licensed Premises or Building or the repair of either or both by Licensor (i) renders any part of the Licensed Premises unfit for use and occupation by Licensee or otherwise materially interferes with Licensee's use and occupancy of the Licensed Premises, or (ii) causes a material cessation or reduction in the services to be provided by Licensor under this License (even if Licensee may continue to use and occupy the Licensed Premises), the License Fee or a just portion of the License Fee must be abated until the Licensed Premises and/or such services have been restored as required by this License.

#### 7.2 Eminent Domain

- (a) If all or any substantial part of the Licensed Premises or the Building is taken for any public or quasi-public use under governmental law or by right of eminent domain (the Taking), this License terminates at the election of Licensor, which may be made notwithstanding that Licensor's entire interest in the Building may not have been divested. Licensee may also elect to terminate this License if the Taking would materially interfere with Licensee's use and occupancy of the Licensed Premises (even if the Licensed Premises and Building are reconstructed by Licensor to the maximum extent practicable in the case of a partial Taking), or, in the case of a partial Taking, if (i) Licensee determines, in Licensee's reasonable business judgment, that any reconstruction of the Licensed Premises and/or the Building necessary for Licensee's use and occupancy of the Licensed Premises in accordance with the provisions of this License cannot, in ordinary course, be expected to be completed by Licensor within 150 days from the date of the Taking, or (ii) Licensor, having elected not to terminate this License, fails to complete such reconstruction within 150 days after the Taking.
- (b) If any Taking of the Licensed Premises or the Building, or the restoration of either or both by Licensor, (i) reduces the Usable Area of the Licensed Premises, (ii) renders any part of the Licensed Premises unfit for use and occupation by Licensee, or otherwise materially interferes with Licensee's use and occupancy of the Licensed Premises, or (iii) causes a material cessation

or reduction in the services to be provided by Licensor under this License (even if Licensee may continue to use and occupy the Licensed Premises), the License Fee or a just portion of the License Fee must be abated until the Licensed Premises, or their remains, and/or such services are restored, as required by this License. In the case of a Taking that reduces the Usable Area of the Licensed Premises, interferes with Licensee's use and occupancy of the Licensed Premises, or materially diminishes Licensor's services on a permanent basis, a just portion of the License Fee must be abated for the remainder of the License Term.

## 8. INDEMNIFICATION AND INSURANCE

### 8.1 Licensee's Self-Insurance

Licensor and Licensee acknowledge and agree that Licensee is self-insured and that Licensee is not required by this License to procure or maintain insurance of any kind for payment of damages to Licensor or any other party. Notwithstanding any other provision of this License, but subject to the provisions of § 12.1, Licensee's liability for injuries to persons or property is governed by the provisions of G. L. c. 258 or any successor statute.

### 8.2 Licensee's Personal Property, Assumption of Risk

All of the furnishings, equipment, effects, and personal property of every kind and nature of Licensee, and of all persons claiming by, through, and under Licensee, that, during the License Term, may be on the Licensed Premises or in the Building is at the sole risk and hazard of Licensee, except for damage or loss caused by the negligence, breach of this License, or willful misconduct of Licensor. If the whole or any part of such personal property is destroyed or damaged by fire, water, or other casualty, no part of such loss or damage is to be charged to or to be borne by Licensor, unless such loss or damage is due to the negligence, breach of this License, or willful misconduct of Licensor.

### 8.3 Waiver of Subrogation

To the extent that insurance proceeds are actually recovered under insurance maintained by or for the benefit of Licensor or Licensee (Licensee being under no obligation to maintain any insurance), Licensor and Licensee each releases the other from any and all liability paid for on account of such proceeds, and to such extent (and only to such extent), each waives all claims by way of subrogation. All insurance that is carried by Licensor with respect to the Licensed Premises, whether or not required by this License, must include provisions that deny to the insurer acquisition by subrogation of rights of recovery against Licensee to the extent such rights have been waived by Licensor, insofar as and to the extent that such provisions may be effective without making it impossible for Licensor to obtain insurance coverage from responsible companies qualified to do business in Massachusetts, even though extra premium may result from such provisions.

## 9. TERMINATION

- (a) This License expires on the date specified in § 1.1 (the Expiration Date), unless terminated earlier by either Licensee or Licensor without cause by giving written notice to the other party at least 30 days before the effective termination date stated in such written notice.

- (b) On the effective date of termination, the obligations and liabilities of Licensor and Licensee end (except for those which, under this License, continue after termination,) as if the License Term had expired on such termination date.

## 10. HOLDING OVER

Licensee agrees that Licensor may accept any License Fee tendered by Licensee after the expiration or earlier termination of this License. Nothing in this § 10 is to be construed to give Licensee a right to remain in occupancy of the Licensed Premises after the Expiration Date.

## 11. FISCAL YEAR APPROPRIATIONS AND AUTHORIZATIONS

### 11.1 Licensee's Obligations Subject to Appropriations and Authorizations

The fiscal year of the Commonwealth is the twelve-month period ending June 30 of each year. Appropriations and authorizations for expenditures by agencies of the Commonwealth are made on a fiscal-year basis. In accordance with G. L. c. 29, §27, the obligations of Licensee under this License for any fiscal year, are subject to the appropriation and the allotment of sufficient funds to the User Agency.

### 11.2 Termination of License for Lack of Appropriations and Authorizations

If, for any fiscal year during the License Term, sufficient funds for the discharge of Licensee's obligations under this License are not appropriated and authorized, then Licensee may terminate this License by written notice to Licensor, without any liability whatsoever for damages, penalties, or other charges arising from early termination, and without further recourse to either party; provided, however, that Licensee must pay the License Fee and any other charges due to Licensor for the period before Licensee's surrender of the Licensed Premises, and that Licensee must comply with the provisions of § 6.5 of this License.

## 12. PERSONAL LIABILITY

### 12.1 Liability of Licensee

No official, employee, or consultant of the Commonwealth of Massachusetts must ever be personally liable to Licensor, or to any successor-in-interest to Licensor, or to any person claiming through or under Licensor for or on account of any failure by Licensee to perform any of its obligations under this License, or for or on account of any amount that may be or may become due under this License, or for the satisfaction of any judgement against Licensee under this License, or on any claim, cause, or obligation whatsoever under the provisions of this License.

### 12.2 Liability of Licensor

No trustee, beneficiary, partner, director, officer, shareholder, or employee of Licensor must ever be personally liable to Licensee, or to any successor-in-interest to Licensee, or to any person claiming through or under Licensee for or on account of any failure by Licensor to perform any of its obligations under this License, or for or on account of any amount that may be or may become due under this License, or for the satisfaction of any judgment against Licensor under this License, or on

any claim, cause, or obligation whatsoever under the provisions of this License. Licensee must look solely to Licensor's interest in the Licensed Premises, the Building, and the land upon which the Building is located, and to the rents and profits derived from the Licensed Premises, the Building, and said land for the satisfaction of any claim or judgment against Licensor under this License. Notwithstanding the foregoing, nothing in this paragraph limits any right that Licensee may otherwise have to obtain injunctive relief against Licensor, or to claim the proceeds of any insurance maintained by Licensor for Licensee's benefit. In addition, nothing in this § 12.2 limits the recourse of Licensee on account of willful fraudulent conduct.

### 13. NOTICE

#### 13.1 Notice

- (a) Unless otherwise expressly permitted under this License, all notices or other communication required or permitted to be given under this License must be in writing, signed by a duly authorized representative of the party giving notice, and given by hand delivery (including without limitation, courier and overnight delivery service), or mailed by United States certified mail, postage prepaid, return receipt requested.
- (b) Unless otherwise expressly stated in this License, notices must be addressed and sent to Licensor at the address appearing for Licensor in § 1.1 and to Licensee at the address appearing for Licensee in § 1.1, with copies to the User Agency (i) at the address of the Licensed Premises (after the Date of Occupancy) and (ii) at the address set forth for the User Agency in § 1.1 if different from the address of Licensee.
- (c) Under this § 13, Licensor and Licensee, at any time and from time-to-time, may designate a different address or different addresses to which notices must be sent. Notices sent in this manner are deemed given, for all purposes, (i) on the date shown on the receipt for delivery or (ii) as of the date notice is sent if delivery is refused.

#### 13.2 Special Notice Where Failure to Reply Results in Consent or Approval

If the consent or approval of Licensor or Licensee is deemed under this License to be given to a request or submission following a period of non-reply, such consent or approval is effective only if the outside of the envelope containing the request or submission bears the following legend with the appropriate time period filled in, printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

**NOTICE: THIS REQUEST FOR  
APPROVAL REQUIRES  
IMMEDIATE REPLY. FAILURE  
TO RESPOND WITHIN \_\_\_\_\_ DAYS**

# RESULTS IN AUTOMATIC APPROVAL.

## 14. FORCE MAJEURE

Whenever this License requires performance on or by a fixed date, or within a fixed time or a reasonable time, if war, fire, flood, or other casualty, or strike, governmental regulation (including any delay in the payment of the License Fee caused by or resulting from an act or an omission of any branch, agency, or department of the government of the Commonwealth of Massachusetts, other than the User Agency or DCAMM), weather, or any other event that is beyond the reasonable control of the party whose performance is required (each a "Force Majeure Event") delays performance, the time for performance must be extended for a period that is equal to the duration of the delay.

## 15. MISCELLANY

### 15.1 Entire Agreement

This License contains all of the agreements between Licensor and Licensee with respect to the subject matter of this License and supersedes all prior writings and dealings between them with respect to this License.

### 15.2 Changes in License

The provisions of this License cannot be modified in any manner except by a written instrument signed, sealed, and mutually agreed upon by all the parties to this License and approved as required by law. No such instrument is void for lack of consideration.

### 15.3 Binding Agreement

This License binds and inures to the benefit of the parties to this License and to their respective representatives, successors, and assigns.

### 15.4 Governing Law

This License must be construed and governed by the laws of the Commonwealth of Massachusetts. Licensor and Licensee agree to bring any Federal or State legal proceedings arising under this License, in which the Commonwealth of Massachusetts, the User Agency, or DCAMM is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

### 15.5 Waiver

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this License does not prevent a subsequent act, that would have originally constituted a violation, from having all the force and effect of a violation. No provision of this License is deemed to have been waived by any party unless such waiver is in writing and signed by an authorized representative of the party to be bound by such waiver.

#### 15.6 No Broker

Licensor and Licensee each represents and warrants to the other that no broker, agent, commission salesman, or other person has represented Licensor or Licensee, as the case may be, in connection with the procurement or consummation of this License.

#### 15.7 Rights and Remedies Not Exclusive

Unless otherwise expressly stated in this License, no mention in this License of any specific right or remedy precludes Licensor or Licensee from exercising any other right, or from having any other remedy, or from maintaining any action to which Licensor or Licensee may otherwise be entitled, either at law or in equity.

#### 15.8 Accord and Satisfaction

No acceptance by Licensor of a lesser sum than the License Fee then due is deemed to be other than on account of the earliest installment of such License Fee due; and no endorsement or statement on any check of Licensor or Licensee, and no letter accompanying any check or payment from either Licensor or Licensee to the other, is deemed an accord and satisfaction, and Licensor and Licensee may accept such check or payment without prejudice to such party's right to recover any balance due with respect to such payment or pursue any other remedy provided in this License.

#### 15.9 Debarred or Suspended Contractors

Licensor must not accept bids or proposals from, or enter into any contract with, any person or firm for the construction (including but not limited to the Licensor's Improvements), repair, or maintenance of the Licensed Premises if such person or firm is debarred or suspended from contracting with the Commonwealth of Massachusetts, with the government of the United States of America, or with both under any applicable statute or regulation. Licensor must require each person and firm with whom Licensor contracts for the construction, repair, or maintenance of the Licensed Premises to agree with Licensor not to accept bids or proposals from, or enter into any contract with, any such debarred or suspended person or firm for all or any part of the construction (including but not limited to the Licensor's Improvements), repair, or maintenance of the Licensed Premises, and Licensor must strictly enforce each such agreement.

#### 15.10 Time of Essence

Time is of the essence to this License and to each of its provisions.

#### 15.11 Affirmative Action: Non-discrimination in Hiring and Employment

Licensor must comply with all federal and state laws, rules, and regulations promoting fair-employment practices or prohibiting employment discrimination and unfair-labor practices and must not discriminate in the hiring of any applicant for employment or demote, discharge, or otherwise subject any qualified employee to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, as defined by chapter 199 of the Acts of 2011, or for exercising any rights afforded by law. Licensor commits to exercise diligent efforts in purchasing supplies and services from certified minority or women-owned

businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

15.12 Severability

If any provision of this License is declared to be illegal, unenforceable, or void, then Licensor and Licensee are relieved of all obligations under that provision (or the application of that provision under circumstances in which that provision is illegal or unenforceable), provided, however, that the remainder of this License is enforced to the fullest extent permitted by law.

15.13 No Agreement Until Signed

No legal obligation arises with respect to the Licensed Premises or other matters covered by this License until this License is executed by Licensor, the User Agency, and the Division of Capital Asset Management and Maintenance, and delivery is made by and to each.

15.14 State Employees Barred from Interest

No official, employee, or consultant of the Commonwealth of Massachusetts must ever have any personal interest, direct or indirect, in this License or in Licensor, or participate in any decision relating to this License that affects the personal interest of such official, employee, or consultant, or that affects the interest of any corporation, partnership, or association in which such official, employee, or consultant is, directly or indirectly, interested.

15.15 Paragraph Headings

The paragraph headings in this License are for convenience of reference only and in no way define, increase, or limit the scope or intent of any provision of this License.

15.16 Counterparts

This License may be executed in any number of counterparts, each such counterpart is deemed to be an original for all lawful intents and purposes, and all such counterparts together constitute but one and the same License.

15.17 Rider, Certificate, Exhibits, and Other Accompanying Documents

Other than the "Certificate of Tax-and-Employment-Security Compliance," each exhibit and other accompanying document is an integral part of this License for all lawful intents and purposes. The "Certificate of Tax-and-Employment-Security Compliance" is required by the General Laws of the Commonwealth of Massachusetts for license agreements in which the Commonwealth of Massachusetts is the licensee, but the "Certificate of Tax-and-Employment-Security Compliance" is not part of the documents for which it is required and therefore is not attached to them.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

Licensor and Licensee have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Licensee having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

**LICENSOR: CITY OF HAVERHILL**

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

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

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

**LICENSEE: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner

**USER AGENCY: TRIAL COURT OF THE COMMONWEALTH OFFICE OF COURT MANAGEMENT**

By: \_\_\_\_\_  
Harry Spence, Court Administrator

Approved as to form:

By: \_\_\_\_\_  
Christopher J. McQuade  
Administrative Attorney/  
Leased Property Manager

Approved as to Matters of Form:

\_\_\_\_\_  
Peter A. Wilson, Deputy General Counsel  
Division of Capital Asset Management and Maintenance

RIDER TO LICENSE

DATE OF LICENSE:

LICENSOR: City of Haverhill

LICENSEE: The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance on behalf of the User Agency, the Massachusetts Trial Court

BUILDING (ADDRESS): City Hall, 4 Summer Street, Haverhill, Massachusetts 01830

LICENSED PREMISES: 4,529 usable square feet of office space on the second floor of the Building

Modify this License as follows:

1. Each reference to Exhibit A-2, Exhibit C, and Exhibit D in any provision of this License is inapplicable *per se* to this License, but any such provision is otherwise applicable to this License.
2. Substitute for § 3.2 (a) and § 3.2 (b):
  - 3.2 Date of Occupancy  
The Date of Occupancy is November 1, 2016.
3. Substitute for § 4:

Licensor must paint the entire Licensed Premises and repair and/or replace existing lighting fixtures. The Licensor's Improvements described in the previous sentence must be completed by Licensor at Licensor's sole cost and expense, on or before October 15, 2016.

Licensee is to perform minor improvements to the Licensed Premises to include installation of additional electrical outlets as needed, installation of voice/data cabling, installation of security equipment, and the replacement of carpeting within the Licensed Premises.
4. Regarding § 5.5, Licensee must provide janitorial services to the Licensed Premises. Licensor must provide janitorial services to the common areas and restrooms of the Building.
5. In § 9.(a), substitute "60" for "30."

Licensor and Licensee have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Licensee having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

**LICENSOR: CITY OF HAVERHILL**

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

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

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

**LICENSEE: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner

**USER AGENCY: TRIAL COURT OF THE COMMONWEALTH OFFICE OF COURT MANAGEMENT**

By: \_\_\_\_\_  
Harry Spence, Court Administrator

Approved as to form:

By: \_\_\_\_\_  
Christopher J. McQuade  
Administrative Attorney/  
Leased Property Manager

Approved as to Matters of Form:

\_\_\_\_\_  
Peter A. Wilson, Deputy General Counsel  
Division of Capital Asset Management and Maintenance

**COMMONWEALTH OF MASSACHUSETTS**  
**EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE**  
**DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**  
**OFFICE OF LEASING AND STATE OFFICE PLANNING**

**CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481**

Pursuant to Executive Order No. 481, \_\_\_\_\_,  
(name(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, or Prospective Lender)

\_\_\_\_\_ of \_\_\_\_\_ (Contractor),  
(title(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, or Prospective Lender) (name of Landlord, Licensor, Mortgagee, or Prospective Lender named in the document to which this Certificate is attached)

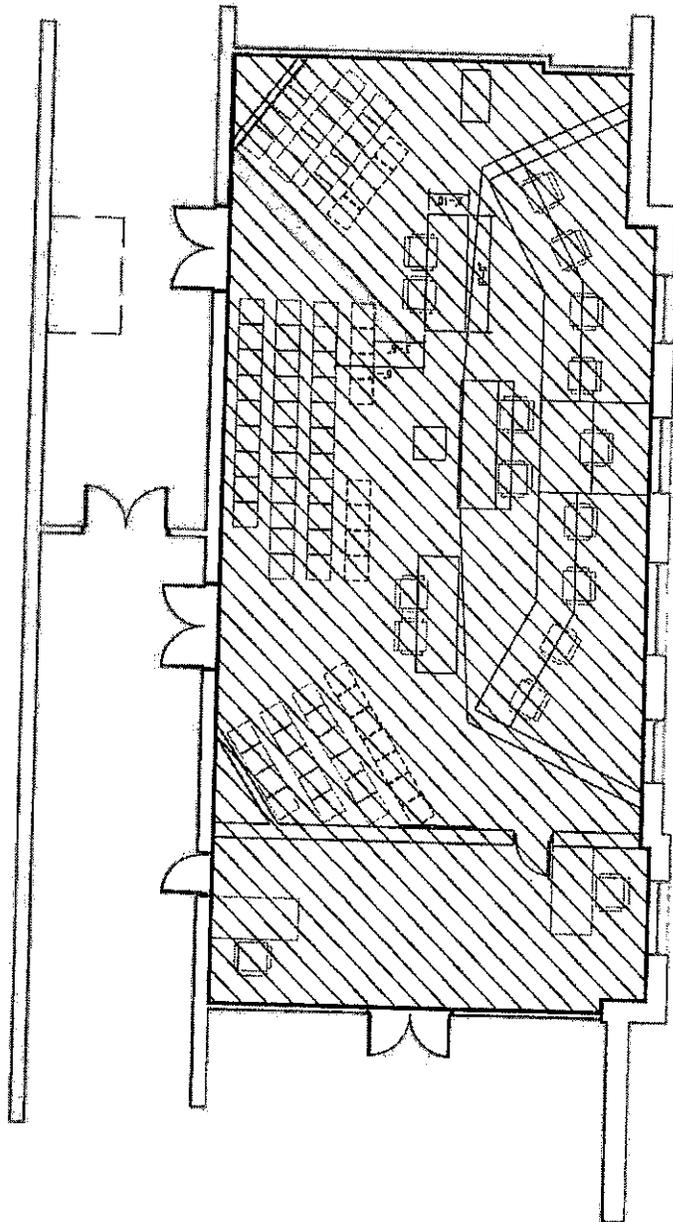
whose principal place of business is located at \_\_\_\_\_  
(address of principal place of business of Landlord, Licensor, Mortgagee or Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under (a) the lease or (b) the short-term tenancy agreement or (c) the license or (d) the amendment or (e) the subordination, non-disturbance, and attornment agreement or (f) the change-of-ownership documents to which this Certificate is attached (this Contract) for the premises located at \_\_\_\_\_  
(address of the premises as stated in \_\_\_\_\_ that: the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract.
2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.
3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant or Licensee under this Contract, at law, or in equity.

Signed under the penalties of perjury on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature(s) of person(s) whose name(s) and title(s) appear at the beginning of this Certificate)



**M** DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

**VERIFIED USABLE SQ.FT.**

HAYERHILL DISTRICT COURT  
4 SUMMER STREET  
HAVERHILL, MA

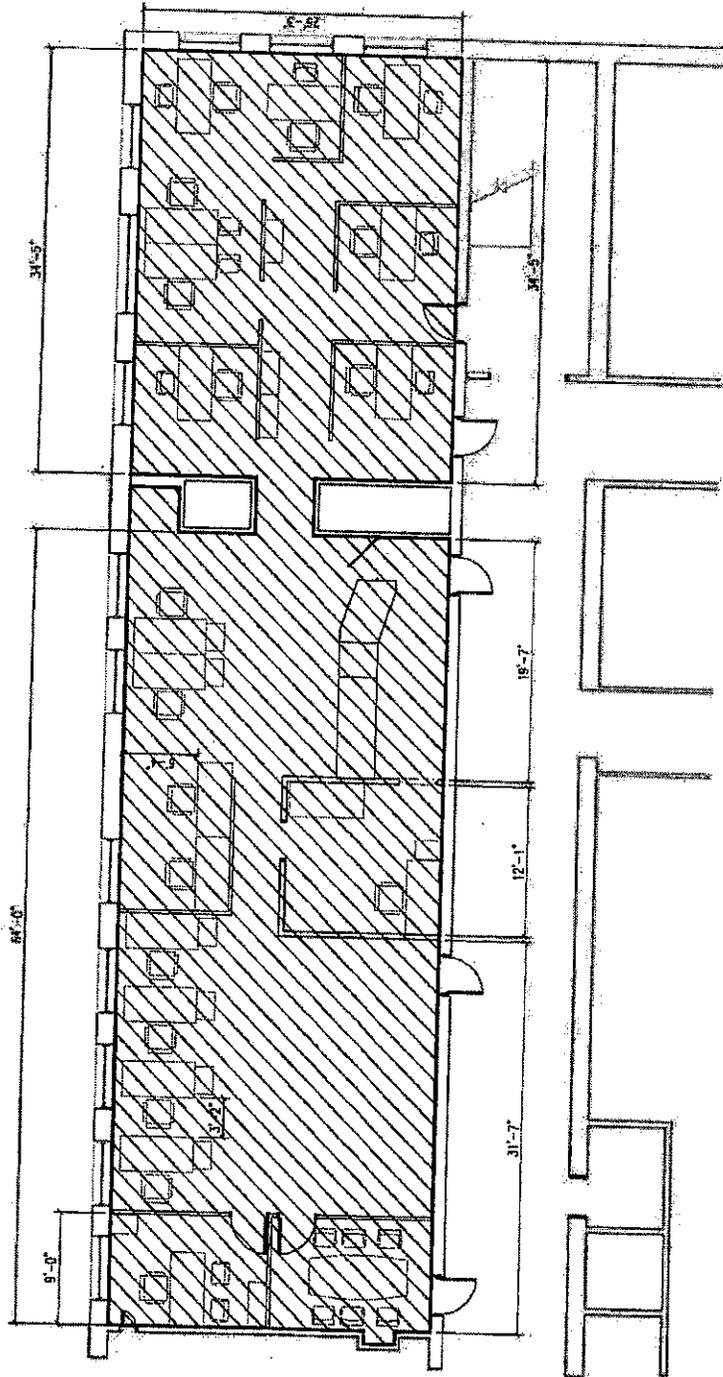
AUGUST 19, 2016, PJ

1,902± USF  
2ND FLOOR

LEASING PROJECT # 201687000

**Exhibit A, Exhibit A-1,  
and Exhibit B  
Page 1 of 2**

2016SEP08 09:02:59 AM CITYC



**M** BUREAU OF MASSACHUSETTS PLANNING & CONSTRUCTION

**VERIFIED**  
USABLE SQ.FT.

HAVERHILL DISTRICT COURT  
4 SUMNER STREET  
HAVERHILL, MA

AUGUST 19, 2016, P.J.

2.8272 USF  
2ND FLOOR

LEASING PROJECT # 20160700

Exhibit A, Exhibit A-1,  
and Exhibit B  
Page 2 of 2



Document  
CITY OF HAVERHILL  
In Municipal Council

17.2

Ordered:

That in accordance with General Laws, Chapter 44, Section 64, authorize the payment of bill(s) of the previous years and to further authorize the payment from current year departmental appropriations as listed below:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Reimbursement-Cell Phone (2)	\$ 456.66	School Dept
Board Stipend-Assessor	\$ 1,750.00	Assessor
North of Boston/Eagle Tribune	\$ 448.80	Planning
Bill DeLuca	\$ 17.17	Assessor
WB Mason	\$ 54.24	Conservation
WB Mason	\$ 527.95	Highway
WB Mason	\$ 409.43	Planning
Xerox Corporation	\$ 688.31	Purchasing
Conn Kavahaugh LLP	\$26,917.00	Legal
David F Grunebaum, Esq	\$ 2,313.50	Legal
Kopelman & Paige PC	\$ 2,637.50	Legal
Pest-End	\$ 200.00	School Dept
CREST	\$12,081.90	School Dept

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

September 9, 2016

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

RE: FY 2016 Bills

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

Enclosed, please find an order to pay bills from the previous fiscal year.

I recommend approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf



CITY OF HAVERHILL

# Expense Voucher

SEP 09 2016

MAKE CHECKS PAYABLE TO:

Doug Russell

Appropriation to be charged:

1020000.44130.6688.74.185.00.10

FY 15-16

Date 8/23/16

Reimbursement \$50.74 x 8 mos PO # 1600209 - closed in FY-16 w/no pmts NOV, Dec, 2015 - JAN, Feb, MAR, APR, MAY, June 2016	405.92
<b>TOTAL</b>	
<b>405.92</b>	

I hereby certify under penalty of perjury that the above amounts as itemized are true and correct.

Approved Kathy Smith  
Department Head



### Summary of Monthly Charges

No.	Description	Lines	
2.	Mobile Share - Data Device	1	0.00
3.	Mobile Share with Unlimited Talk & Text	5	0.00
4.	Mobile Share Value 15GB with Rollover Data	6	100.00
5.	Mobile Share Value iPhone on 4G LTE w/ VVM	5	125.00
6.	Mobile Share for iPad	1	10.00
7.	Tracking SOC for Primary Member of Mobile Share group	1	0.00
8.	ALU CTS Tracking SOC	4	0.00
9.	APL VVM Notification for devices	2	0.00
10.	International Roaming - Expanded	4	0.00
11.	International Roaming -	1	0.00

#### Manage Your Account:

Online: att.com/myatt  
Mobile App: att.com/myattapp  
Support: 800 331-0500 or 611 from your mobile device  
TTY: 866 241-6567

For Important Information about your bill, please see the **News You Can Use** section (Page 2).

Wireless Services provided by AT&T Mobility, LLC.

Printed on Recyclable Paper

**DUE BY: Dec 28, 2015**

**\$343.88**



Account Number **642440331**

Please include account number on your check.

DOUGLAS RUSSELL  
ATTN: DOUGLAS RUSSELL  
73 SNOW RD  
HAVERHILL, MA 01832-8640

CHECK FOR AUTO PAY  
(SEE REVERSE)

Make checks payable to:  
AT&T MOBILITY  
PO Box 536216  
Atlanta, GA 30353-6216

965000006424403310000000003438800000034388000



CITY OF HAVERHILL

# Expense Voucher

MAKE CHECKS PAYABLE TO:

Appropriation to be charged:

Stephanie Croston

Date Aug 29, 16

Reimbursement May & June	50.74		
TOTAL			

I hereby certify under penalty of perjury that the above amounts as itemized are true and correct.

Approved Brian A. O'Connell  
Department Head

**Pay Online**  
sprint.com/mysprint

**Pay by Phone**  
1-800-784-2608  
(\*3 from your Sprint Phone)

**Pay by Mail**  
Return the form below with  
a check payable to: Sprint

Please see the News and Notices section on page 2 for important information and changes to Sprint's policies.

Last three months (new charges)



PO Box 629023 El Dorado Hills, CA 95762



Scan to pay

Detach and return this remittance form with your payment.  
Make checks payable to Sprint in U.S. dollars. DO NOT SEND CASH.  
Account Number 474320414

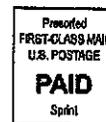
Amount Due by Aug 03

**\$98.83**

Amount Enclosed \$ \_\_\_\_\_

PO Box 4191  
Carol Stream, IL 60197-4191

STEPHAINE CROSTON  
305 FARRWOOD DR  
BRADFORD, MA 01835-8400



474320414 00000009883 000000000000 000000098832

**City of Haverhill  
Expense Voucher**

Date: Aug. 23, 2016

PAYABLE TO:

Roy Wright  
59 Woodland Park Dr  
Haverhill, MA 01830

CHARGE:

Appropriation #: 0141.5199

Line Item:

Description	Amount
Board Stipend	
1/1/2016 thru 6/30/16	\$1750.00

I hereby certify under penalty of perjury that the above amounts are true and correct.

Stephen Mullis  
Department Head (Smp)



100 Turnpike Street  
 No. Andover, MA 01845-5033  
 Tel: 978-946-2000  
 Fax: 978-685-2432

P.O.  
 #  
 171309

For Billing Questions Call: 978-725-5110

Billing Date: 06/30/16

Account Number: 3742330

Page 1 of 1

The Eagle-Tribune | The Salem News | The Daily News of Newburyport  
 Gloucester Daily Times | Andover Townsman | The Haverhill Gazette  
 Derry News | Let's Go | Carriage Towne News

Balance Brought Forward	\$369.41
Payments & Credits	-\$369.41
Charges & Adjustments	<del>\$448.80</del>
Finance Charges	\$0.00
<b>Total</b>	<b>\$448.80</b>

ADVERTISER: HAVERHILL ECONOMIC DEVELOPMENT AND PLANNING

CHARGES/CREDITS AD DESCRIPTION / PUB CODES	RUNS	RATE	SPACE	COST	DISCOUNT	AMOUNT
05/31/16 Balance Brought Forward						369.41
06/16/16 Payment						-369.41
HG - Haverhill Gazette Legals Class Display, LEG - Legals Meeting June 8 6/2/2016	1	22.00	2.50	55.00	-8.25	46.75
HG - Haverhill Gazette Legals Class Display, LEG - Legals June Agenda 6/2/2016	1	22.00	9.00	198.00	-29.70	168.30
HG - Haverhill Gazette Legals Class Display, LEG - Legals June Agenda 6/9/2016	1	22.00	9.00	198.00	-29.70	168.30
HG - Haverhill Gazette Legals Class Display, LEG - Legals Public Hearing July 13 6/30/2016	1	22.00	3.50	77.00	-11.55	65.45

\*\*\*\*\*PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT\*\*\*\*\*

Payment Due Date: 7/25/2016

Account No: 3742330

Amount Due:	\$ 448.80
Amount Paid:	\$ _____
Balances over 30 days are subject to a 1.5% finance charge or \$5.00, whichever is greater.	
Check Number:	_____



HAVERHILL ECONOMIC DEVELOPMENT AND PLANNING  
 4 SUMMER ST STE 201  
 HAVERHILL MA 01830-5843

Use Reverse side to pay by credit card

Over 30	Over 60	Over 90	Over 120
.00	.00	.00	.00



# Bill DeLuca Family of Dealerships

www.billdeluca.com

CELL: 978-479-2850

CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE NO.
2435	046001392			CHARGE	ERIK DAWKINS	06/23/16	80084
	978-374-2306						CVR

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CITY OF HAVERHILL  
4 SUMMER STREET  
HAVERHILL, MA 01830

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P  
T  
O

ACCESSORS OFFICE

SHIP QTY	E. O. QTY	PART NUMBER / DESCRIPTION	U.P.	LIST	NET	AMOUNT	EXT. COMP.	EXT. COST
1	0	12637683 GASKET 0.423	311	22.89	17.17	17.17		

THIS WARRANTY DOES NOT COVER PARTS OR ACCESSORIES THAT FAIL DUE TO ABUSE, MISUSE, NEGLIGENCE, ALTERATION OR ACCIDENT OR WHICH HAVE BEEN IMPROPERLY LUBRICATED OR REPAIRED, OR USED IN APPLICATIONS FOR WHICH THEY WERE EITHER NOT DESIGNED OR NOT APPROVED BY THE COMPANY, OR ARE CLEANED, ADJUSTED OR REPLACED AS A PART OF NORMAL MAINTENANCE, OR SPARK PLUGS THAT ARE OIL FOULED, LEAD FOULED OR WHICH FAIL DUE TO THE USE OF LOW-GRADE FUEL, IMPROPER SELECTION OF HEAT RANGE OR MISAPPLICATION.

X \_\_\_\_\_  
CUSTOMER SIGNATURE

SUBTOTAL 17.17

TAX 0.00

FREIGHT 0.00  
PAY THIS AMOUNT 17.17

ACCOUNTING COPY

## PARTS INVOICE

\*\* DUPLICATE \*\*  
08:14:53 PAGE 1 OF 1  
NET503



W.B. MASON CO., INC.  
59 Centre St - Brockton, MA 02301  
Address Service Requested

888-WB-MASON www.wbmason.com

CONSERVATION  
ATTN: ROB MOORE  
4 SUMMER ST. ROOM 300  
HAVERHILL, MA 01830

<b>Delivery Address</b>	<b>Invoice Number:</b>	<b>133598283</b>
Conservation	Customer Number:	C1016545
ATTN: ROB MOORE	Reference Number:	133598283
4 Summer St. Room 300	Invoice Date:	04/06/2016
Haverhill, MA 01830	Due Date:	05/06/2016
	Order Date:	04/05/2016
	Order Number:	S036344099
	Order Method:	WEB

W.B. Mason Federal ID #: 04-2455641

**Important Messages**

*Please send all remittance coupons with your payment to our REMITTANCE ADDRESS:*

**W.B. Mason Co., Inc.**  
**PO BOX 981101**  
**Boston, MA 02298-1101**

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
DPSR5111	TAPE,LIFTOFF,F/IBM WWW-T350LO	1	EA	5.95	5.95
FEL8038101	RISER,MONITOR,BK	1	EA	48.29	48.29

**SUBTOTAL:** 54.24  
**TAX & BOTTLE DEPOSITS TOTAL:** 0.00  
**ORDER TOTAL:** 54.24

*To ensure proper credit, please detach and return below portion with your payment*



W.B. MASON CO., INC.  
59 Centre St - Brockton, MA 02301

Address Service Requested  
888-WB-MASON

CONSERVATION  
ATTN: ROB MOORE  
4 SUMMER ST. ROOM 300  
HAVERHILL, MA 01830

**Remittance Section**

Customer Number: C1016545  
Invoice Number: 133598283  
Reference Number: 133598283  
Invoice Date: 04/06/2016  
Terms: Net 30  
Total Due: \$54.24

Amount Enclosed \$ \_\_\_\_\_

W.B. MASON CO., INC.  
PO BOX 981101  
BOSTON, MA 02298-1101



C1016545I33598283I335982830000000054243



W.B. MASON CO., INC.  
59 Centre St - Brockton, MA 02301  
Address Service Requested

888-WB-MASON www.wbmason.com

HAVERHILL HIGHWAY DEPARTMENT  
ATTN: MARIE BOISSELLE  
500 PRIMROSE STREET  
HAVERHILL, MA 01830

<b>Delivery Address</b>	<b>Invoice Number:</b>	<b>I34833503</b>
Haverhill Highway Department	Customer Number:	C1016545
ATTN: MARIE BOISSELLE	Reference Number:	I34833503
500 Primrose Street	Invoice Date:	05/25/2016
Haverhill, MA 01830	Due Date:	06/24/2016
	Order Date:	05/23/2016
	Order Number:	S037695472
	Order Method:	WEB

W.B. Mason Federal ID #: 04-2455641

**Important Messages**

*Please send all remittance coupons with your payment to our REMITTANCE ADDRESS:*

**W.B. Mason Co., Inc.**  
**PO BOX 981101**  
**Boston, MA 02298-1101**

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
HEWCE410A	TONER,BLK.F/305A-2.2K	2	EA	83.99	167.98
HEWCE411A	TONER,CYN.F/305A-2.6K	1	EA	119.99	119.99
HEWCE412A	TONER,YEL.F/305A-2.6K	1	EA	119.99	119.99
HEWCE413A	TONER,MAG.F/305A-2.6K	1	EA	119.99	119.99

SUBTOTAL: 527.95  
TAX & BOTTLE DEPOSITS TOTAL: 0.00  
ORDER TOTAL: 527.95

*To ensure proper credit, please detach and return below portion with your payment*



W.B. MASON CO., INC.  
59 Centre St - Brockton, MA 02301

Address Service Requested  
888-WB-MASON

HAVERHILL HIGHWAY DEPARTMENT  
ATTN: MARIE BOISSELLE  
500 PRIMROSE STREET  
HAVERHILL, MA 01830

**Remittance Section**

Customer Number: C1016545  
Invoice Number: I34833503  
Reference Number: I34833503  
Invoice Date: 05/25/2016  
Terms: Net 30  
Total Due: \$527.95

Amount Enclosed \$ \_\_\_\_\_

W.B. MASON CO., INC.  
PO BOX 981101  
BOSTON, MA 02298-1101



C1016545I34833503I348335030000000527954



W.B. MASON CO., INC.  
59 Centre St - Brockton, MA 02301  
Address Service Requested  
888-WB-MASON www.wbmason.com

CITY OF HAVERHILL  
4 SUMMER STREET  
HAVERHILL, MA 01830

<b>Delivery Address</b>	<b>Invoice Number:</b>	<b>131027092</b>
City Of Haverhill	Customer Number:	C1016545
ATTN.: ROOM 201 LORI WOODSUM	Reference Number:	131027092
4 Summer St. Room 104	Invoice Date:	12/29/2015
1st floor	Due Date:	12/29/2015
Haverhill, MA 01830	PO Number:	QUOTE
	Order Date:	12/09/2015
	Order Number:	S032693010
	Order Method:	PHONE

W.B. Mason Federal ID #: 04-2455641

**Important Messages**

*Please send all remittance coupons with your payment to our REMITTANCE ADDRESS:*

**W.B. Mason Co., Inc.**  
**PO BOX 981101**  
**Boston, MA 02298-1101**

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
ENVELOPE	CUSTOM PRINTED ENVELOPES 1000 #10 ENVELOPE 24#WHITE WOVEPRINTS BLACK INK - PLANNING BOARD	1	LT	73.96	73.96
ENVELOPE	CUSTOM PRINTED ENVELOPES 3000 #10 ENVELOPES 24# WHITE WOVEPRINTS BLACK INK - BOARD OF APPEALS	1	LT	123.78	123.78

SUBTOTAL: 197.74  
TAX & BOTTLE DEPOSITS TOTAL: 0.00  
ORDER TOTAL: 197.74

To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC.  
59 Centre St - Brockton, MA 02301  
Address Service Requested  
888-WB-MASON

CITY OF HAVERHILL  
4 SUMMER STREET  
HAVERHILL, MA 01830

**Remittance Section**

Customer Number:	C1016545
Invoice Number:	131027092
Reference Number:	131027092
Invoice Date:	12/29/2015
Terms:	CC
<b>Total Due:</b>	<b>\$197.74</b>

Amount Enclosed \$ \_\_\_\_\_

W.B. MASON CO., INC.  
PO BOX 981101  
BOSTON, MA 02298-1101



C101654SI31027092I310270920000000197743



W.B. MASON CO., INC.  
59 Centre St - Brockton, MA 02301  
Address Service Requested

888-WB-MASON www.wbmason.com

CITY OF HAVERHILL  
4 SUMMER STREET  
HAVERHILL, MA 01830

<b>Delivery Address</b>	<b>Invoice Number:</b>	<b>I26586964</b>
City Of Haverhill	Customer Number:	C1016545
ATTN.: LORI	Reference Number:	I26586964
4 Summer St. Room 104	Invoice Date:	06/29/2015
1st floor	Due Date:	06/29/2015
Haverhill, MA 01830	Order Date:	06/01/2015
	Order Number:	S027541858
	Order Method:	PHONE

W.B. Mason Federal ID #: 04-2455641

**Important Messages**

*Please send all remittance coupons with your payment to our REMITTANCE ADDRESS:*

**W.B. Mason Co., Inc.**  
**PO BOX 981101**  
**Boston, MA 02298-1101**

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
ENVELOPE	CUSTOM PRINTED ENVELOPES 1500 #10 Regular Envelope 24# White Wove*planning envelope*black inkcopy attached	1	LT	103.11	103.11
ENVELOPE	CUSTOM PRINTED ENVELOPES 2500 #10 Regular Envelope 24# White Wove*board of appeals*black inkcopy attached	1	LT	108.58	108.58

SUBTOTAL: 211.89  
TAX & BOTTLE DEPOSITS TOTAL: 0.00  
ORDER TOTAL: 211.69

To ensure proper credit, please detach and return below portion with your payment.



W.B. MASON CO., INC.  
59 Centre St - Brockton, MA 02301

Address Service Requested  
888-WB-MASON

CITY OF HAVERHILL  
4 SUMMER STREET  
HAVERHILL, MA 01830

**Remittance Section**

Customer Number: C1016545  
Invoice Number: I26586964  
Reference Number: I26586964  
Invoice Date: 06/29/2015  
Terms: CC  
Total Due: \$211.69

Amount Enclosed \$ \_\_\_\_\_

W.B. MASON CO., INC.  
PO BOX 981101  
BOSTON, MA 02298-1101



C1016545I26586964I265869640000000211692



Direct Inquiries and Correspondence To:  
**XEROX CORPORATION**  
 P.O. BOX 660502  
 DALLAS, TX 75266-0502

THE EASY WAY  
 TO ORDER SUPPLIES  
 CALL OUR TOLL  
 FREE NUMBER  
 1-800-822-2200

SIGNED XOA  
 Purchase Order Number

Special Reference  
 VMH00000X-000  
 Contract number  
 NET 30

Telephone: 888-435-6333  
 www.xerox.com/eSupportCentre

Terms and Condition of Payment

Ship To/Installed At  
 CITY OF  
 HAVERHILL

Bill To:  
 CITY OF HAVERHILL

04/01/16  
 Invoice Date  
 083865215  
 Invoice Number  
 721420263  
 Customer Number

4 SUMMER ST STE 114  
 HAVERHILL MA  
 01830-5841

4 SUMMER ST RM 114  
 HAVERHILL MA  
 01830-5841

W7845PT W7845PT TANDEM

SER.# MX4-735431

MAINTENANCE PLAN

	METER READ	METER READ	NET COPIES
METER USAGE	12-02-15 TO	03-21-16	
TOTAL BLACK	100	10907	10807
TOTAL COLOR	100	16471	16371
METER CHARGES			
TOTAL BLACK	10807		
BLACK BILLABLE PRINTS	10807	.003000	32.42
TOTAL COLOR	16371		
COLOR BILLABLE PRINTS	16371	.030000	491.13
NET PRINT CHARGE			523.55
OFC FINISHER LX	SER.# OFCFINRLX		INCL
	SUB TOTAL		523.55
	TOTAL		523.55

\*\* ALLOWANCE PRORATED FOR 109 DAYS  
 THIS IS A 36 MONTH AGREEMENT FOR SERVICE  
 TOTAL OF INVOICE MAY VARY ACCORDING TO METER USAGE BILLED

**DUPLICATE INVOICE**

XEROX FEDERAL IDENTIFICATION # 16-046-8020

Please detach the payment portion and return with your remittance

Ship To/Installed At  
 CITY OF  
 HAVERHILL  
 4 SUMMER ST STE 114  
 HAVERHILL MA  
 01830-5841

Bill To  
 CITY OF HAVERHILL  
 4 SUMMER ST RM 114  
 HAVERHILL MA  
 01830-5841

Send Payment To:  
 XEROX CORPORATION  
 P.O. BOX 827598  
 PHILADELPHIA, PA  
 19182-7598

For Xerox Use Only

PLEASE PAY THIS AMOUNT -> \$523.55

076596204 721420263 083865215 04/01/16

RF003991 T 010116 VMH50

04 3GSN G339 W A7310 2933 2 115

202100008070060 083865215 52355 721420263



Direct Inquiries and Correspondence To:  
**XEROX CORPORATION**  
 P.O. BOX 660502  
 DALLAS, TX 75266-0502

THE EASY WAY  
 TO ORDER SUPPLIES  
 CALL OUR TOLL  
 FREE NUMBER  
 1-800-822-2200

SIGNED XOA  
 Purchase Order Number  
 Special Reference  
 VMH00000X-000  
 Contract number  
 NET 30  
 Terms and Condition of Payment

Telephone: 888-435-6333  
 www.xerox.com/eSupportCentre

Ship To/Installed At  
 CITY OF  
 HAVERHILL

Bill To:  
 CITY OF HAVERHILL

05/01/16  
 Invoice Date  
 084270064  
 Invoice Number  
 721420263  
 Customer Number

4 SUMMER ST STE 114  
 HAVERHILL MA  
 01830-5841

4 SUMMER ST RM 114  
 HAVERHILL MA  
 01830-5841

W7845PT W7845PT TANDEM

SER.# MX4-735431

MAINTENANCE PLAN

METER USAGE	METER READ	METER READ	NET COPIES
	03-21-16 TO	04-21-16	
TOTAL BLACK	10907	11944	1037
TOTAL COLOR	16471	18163	1692
METER CHARGES			
TOTAL BLACK	1037		
BLACK BILLABLE PRINTS	1037	.003000	3.11
TOTAL COLOR	1692		
COLOR BILLABLE PRINTS	1692	.030000	50.76
NET PRINT CHARGE			53.87
OFC FINISHER LX	SER.# OFCFINRLX		INCL
	SUB TOTAL		53.87
	TOTAL		53.87

THIS IS A 36 MONTH AGREEMENT FOR SERVICE  
 TOTAL OF INVOICE MAY VARY ACCORDING TO METER USAGE BILLED

**DUPLICATE INVOICE**

XEROX FEDERAL IDENTIFICATION # 16-046-8020

Please detach the payment portion and return with your remittance

Ship To/Installed At  
 CITY OF  
 HAVERHILL

Bill To  
 CITY OF HAVERHILL

Send Payment To:  
**XEROX CORPORATION**  
 P.O. BOX 827598  
 PHILADELPHIA, PA  
 19182-7598

4 SUMMER ST STE 114  
 HAVERHILL MA  
 01830-5841

4 SUMMER ST RM 114  
 HAVERHILL MA  
 01830-5841

For Xerox Use Only

PLEASE PAY THIS AMOUNT ->

\$53.87

076596204 721420263 084270064 05/01/16

RF004167 T 010116 VMH50

04 3GSN G339 W A7310 2933 2 115

202100008070060 084270064 5387 721420263



Direct Inquiries and Correspondence To:  
**XEROX CORPORATION**  
 P.O. BOX 660502  
 DALLAS, TX 75266-0502

THE EASY WAY  
 TO ORDER SUPPLIES  
 CALL OUR TOLL  
 FREE NUMBER  
 1-800-822-2200

SIGNED XOA  
 Purchase Order Number

Special Reference  
 VMH00000X-000  
 Contract number

Telephone: 888-435-6333  
 www.xerox.com/eSupportCentre

NET 30  
 Terms and Condition of Payment

Ship To/Installed At  
 CITY OF  
 HAVERHILL  
 4 SUMMER ST STE 114  
 HAVERHILL MA  
 01830-5841

Bill To:  
 CITY OF HAVERHILL  
 4 SUMMER ST RM 114  
 HAVERHILL MA  
 01830-5841

03/02/16  
 Invoice Date  
 083693783  
 Invoice Number  
 721420263  
 Customer Number

W7845PT W7845PT TANDEM

SER.# MX4-735431

MAINTENANCE PLAN

	METER READ	METER READ	NET COPIES
METER USAGE	01-21-16 TO	02-25-16	
TOTAL BLACK	9692	10642	950
TOTAL COLOR	14102	15844	1742
METER CHARGES			
TOTAL BLACK	950		
BLACK BILLABLE PRINTS	950	.003000	2.85
TOTAL COLOR	1742		
COLOR BILLABLE PRINTS	1742	.030000	52.26
NET PRINT CHARGE			55.11
OFC FINISHER LX	SER.# OFCFINRLX		INCL
	SUB TOTAL		55.11
	TOTAL		55.11

THIS IS A 36 MONTH AGREEMENT FOR SERVICE  
 TOTAL OF INVOICE MAY VARY ACCORDING TO METER USAGE BILLED

**DUPLICATE INVOICE**

XEROX FEDERAL IDENTIFICATION # 16-046-8020

Please detach the payment portion and return with your remittance

Ship To/Installed At  
 CITY OF  
 HAVERHILL  
 4 SUMMER ST STE 114  
 HAVERHILL MA  
 01830-5841

Bill To  
 CITY OF HAVERHILL  
 4 SUMMER ST RM 114  
 HAVERHILL MA  
 01830-5841

Send Payment To:  
 XEROX CORPORATION  
 P.O. BOX 827598  
 PHILADELPHIA, PA  
 19182-7598

For Xerox Use Only

PLEASE PAY THIS AMOUNT -> \$55.11

076596204 721420263 083693783 03/02/16

RT000380 T 010116 VMH50

04 3GSN G339 W A7310 2933 2 115

202100008070060 083693783 5511 721420263



Direct Inquiries and Correspondence To:  
**XEROX CORPORATION**  
 P.O. BOX 660502  
 DALLAS, TX 75266-0502

THE EASY WAY  
 TO ORDER SUPPLIES  
 CALL OUR TOLL  
 FREE NUMBER  
 1-800-822-2200

SIGNED XOA  
 Purchase Order Number  
 Special Reference  
 VMH00000X-000  
 Contract number  
 NET 30  
 Terms and Condition of Payment

Telephone: 888-435-6333  
 www.xerox.com/eSupportCentre

Ship To/Installed At  
 CITY OF  
 HAVERHILL

Bill To:  
 CITY OF HAVERHILL

03/09/16  
 Invoice Date  
 083766269  
 Invoice Number  
 721420263  
 Customer Number

4 SUMMER ST STE 114  
 HAVERHILL MA  
 01830-5841

4 SUMMER ST RM 114  
 HAVERHILL MA  
 01830-5841

W7845PT W7845PT TANDEM SER.# MX4-735431  
 CPC SUPPLIES & MAINTENANCE

METER USAGE	12-02-15 TO 01-21-16				
METER 1	8330	9692	1362	.003000	4.09
METER 2	12379	14102	1723	.030000	51.69
			SUB TOTAL		55.78
			TOTAL		55.78

REBILLING INVOICE 083393754 DUE  
 TO INCORRECT INSTALL READ.  
 DESTRADE 202655 160303

## DUPLICATE INVOICE

XEROX FEDERAL IDENTIFICATION # 16-046-8020

Please detach the payment portion and return with your remittance

Ship To/Installed At  
 CITY OF  
 HAVERHILL  
 4 SUMMER ST STE 114  
 HAVERHILL MA  
 01830-5841

Bill To  
 CITY OF HAVERHILL  
 4 SUMMER ST RM 114  
 HAVERHILL MA  
 01830-5841

Send Payment To:  
 XEROX CORPORATION  
 P.O. BOX 827598  
 PHILADELPHIA, PA  
 19182-7598

For Xerox Use Only

PLEASE PAY THIS AMOUNT -> \$55.78

076596204	721420263	083766269	03/09/16
RR000131 T	000000-0{	GX202655	VMH50 G70000
04 3GSN G339	W **G1**	2933 2 015	62
202100008070060	083766269	5578	721420263

CITY OF HAVERHILL  
EXPENSE VOUCHER

Payable to:  
Conn Kavanaugh  
Attorneys at Law  
Ten Post Office Square  
Boston, MA 02109

Date: August 17, 2016  
Charge: Law Department  
Appropriation #01-000-115-5200  
Line Item:

---

Description	Amount
-------------	--------

~~Maroney v. Haverhill~~, CKRPF #3348-000  
For Professional Services rendered:

May 18, 2016 – June 30, 2016    \$29,167.00

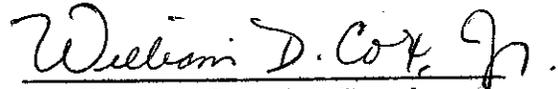
Billing Summary:

Total professional services:        \$29,167.00  
**Professional courtesy Discount    2,250.00 CR**

---

**Total of new charges for  
this invoice:                                \$26,917.00**

I hereby certify under penalty of perjury  
that the above amounts are true and correct.

  
\_\_\_\_\_  
William D. Cox, Jr., Esquire  
City Solicitor  
145 South Main Street  
Bradford, MA 01835  
978-373-2360



CITY OF HAVERHILL  
EXPENSE VOUCHER

Payable to:  
David F. Grunebaum, Esquire  
60 Dedham Avenue, Second Floor  
Needham, MA 02492

Date: 8/19/16  
Charge: Law Department  
Appropriation #01-000-115-5200  
Line Item:

Description	Amount
#5306 General Consultation: 05/05/16 – 05/27/16	
3.75 hour(s) @\$190.00 an hour:	\$712.50
05/23/16 Filing fee and subpoena charge	280.00
	<hr/>
	<hr/> \$992.50

I hereby certify under penalty of perjury  
that the above amounts are true and correct.

*William D. Cox, Jr.*  
William D. Cox, Jr., Esquire  
City Solicitor  
145 South Main Street  
Bradford, MA 01835  
978-373-2360

CITY OF HAVERHILL  
EXPENSE VOUCHER

Payable to:  
David F. Grunebaum, Esquire  
60 Dedham Avenue, Second Floor  
Needham, MA 02492

Date: 8/19/16  
Charge: Law Department  
Appropriation #01-000-115-5200  
Line Item:

Description	Amount
#5306 General Consultation: 06/01/16 – 06/27/16	
6.75 hour(s) @\$190.00 an hour:	\$1,282.50
06/27/16 Travel Expense	38.50
	<hr/>
	<hr/> \$1,321.00

I hereby certify under penalty of perjury  
that the above amounts are true and correct.

  
William D. Cox, Jr., Esquire  
City Solicitor  
145 South Main Street  
Bradford, MA 01835  
978-373-2360



CITY OF HAVERHILL  
EXPENSE VOUCHER

Payable to:  
Kopelman and Paige, P.C.  
101 Arch Street  
Boston, MA 02110

Date: 8/17/16  
Charge: Law Department  
Appropriation #01-000-115-5200  
Line Item:

Description	Amount
#5306	
Professional services through June 30, 2016:	
GENERAL LEGAL SERVICES	504.00
RAIL TRAIL PURCHASE	1,008.00
TOTAL:	<u>\$1,512.00</u>

Expenses: accumulated disbursements at cost, reproduction of documents, express mail, special postage, toll calls and on-line research.

COSTS: \$1,125.50

TOTAL DUE: \$2,637.50

I hereby certify under penalty of perjury  
that the above amounts are true and correct.

William D. Cox, Jr.  
William D. Cox, Jr., Esquire  
City Solicitor  
145 South Main Street  
Bradford, MA 01835  
978-373-2360

# INVOICE

PEST-END & PRO-TECH LAWN CARE  
P.O. BOX 185  
PLAISTOW, NH 03865  
603-382-9644

## Service Inspection Report

**ORDER #: 480527**

WORK DATE: 6/7/16

PO  
480527

**BILL-TO** 2110072

CENTRAL OFFICE  
C/O WHITTIER MIDDLE SCHOOL  
4 SUMMER ST.  
ROOM 104  
Haverhill, MA 01830

Phone: 978-374-5725

**LOCATION** 2110072

WHITTIER MIDDLE SCHOOL

256 CONCORD STREET  
Haverhill, MA 01830

Phone: 978-374-5725

**Time In:** 6/7/16 9:49 AM

**Time Out:** 6/7/16 10:35 AM

**Customer Signature**

Customer is unavailable to sign

**Technician Signature**

SEP 09 2016 6 0 33

DAVID BEAULIEU

**License #:** MA - 14704

Purchase Order	Terms	Service Description	Quantity	Amount
None	COD	WILDLIFE CONTROL	1.00	200.00
			<b>Subtotal</b>	200.00
			<b>Tax</b>	0.00
			<b>Total Due:</b>	<b>200.00</b>

### GENERAL COMMENTS / INSTRUCTIONS

Remove one way door for squirrels and screen opening  
Inspect bird problem in the front entrance canopy, measure for bird netting  
THIS IS A RETURN VISIT FROM INITIAL SERVICE ON 5/24. REMOVE AND SCREEN AREA WHERE EXCLUSION DOOR WAS. INSPECT POSSIBLE SPARROW PROBLEM AT FROM ENTRANCE.

CONDITIONS / OBSERVATIONS	Reported	Severity	Responsibility	Reviewed
None Noted.				

PRODUCTS APPLICATION SUMMARY
None Noted.

PEST ACTIVITY	# Areas	# Devices	Pest Totals
None Noted.			

DEVICE INSPECTION SUMMARY

AREA COMMENTS
None Noted.

DEVICE INSPECTION EXCEPTIONS
None Noted.



# CREST

Collaborative for Regional  
Educational Services and Training

Essex Academy Lower School

9 Branch Street

Methuen, MA 01844

Questions? Please call 978-685-3000

Bill To:

Kathy Sciacca

Haverhill Public Schools

4 Summer Street

Haverhill, MA 01830

## Invoice

Child Name : ~~Jeremy Gomez Garcia~~

Student ID : 1048412430

Invoice Date : 06/13/2016

Invoice Number : 16-0008227

Service Provided Period : 05/01/2016 to 05/31/2016

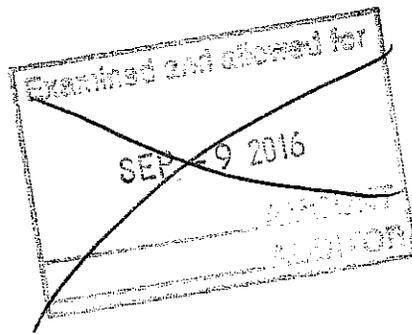
Tuition PO Number :

Invoice Number	Description	Comments	Amount
16-0008227	45 Day Member Assessment at Lower Essex Academy	5/23/2016-9/8/2016	\$12,081.90
<b>Total</b>			<b>\$ 12,081.90</b>

Note : School I.D. Code: 05280005

Start Date: 5/23/2016

PO 1600631



SEP 09 2016

~~102000.49464.6485.34.280.00.30~~



201

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

Sept 1, 2016

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Stephen C. Gullo, MAA  
Assessor

August 1, 2016

Day	2016 MVE	2015 MVE	2014 MVE	2016 REAL ESTATE	2015 REAL ESTATE	2016 BOAT	2015 BOAT	2016 PERSONAL PROPERTY	2015 PERSONAL PROP	2014 BOAT	2005 MVE UNCOL	2006 MVE UNCOL	2007 MVE UNCOL	2003 UNCL. PERS. PROP.	1999 UNCL. PERS. PROP.
1															
2	#14615-2854.26	#14808-95.21	#14822-83.12			#14817-125.00									
3															
4															
5															
6			#14683-47.50												
7															
8	#14693-1837.07														
9	#14693-1813.95														
10															
11	#14755-1037.40	#14749-59.06				#14714-15.00									
12															
13															
14															
15															
16			#14787-325.20												
17	#14791-3805.17		#14803-68.13			#14805-25.00									
18															
19															
20															
21															
22	#14844-2591.74	#14851-36.87													
23															
24															
25															
26	#14889-2450.97														
27															
28															
29															
30															
31															
Refunds															
Rec. By															
Collector															
Totals	16,189.96	191.14	523.95				165.00								

Seventeen Thousand Seventy Dollars & 05/100  
 BOARD OF ASSESSORS,

By:  Stephen G. Smith

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

**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



211

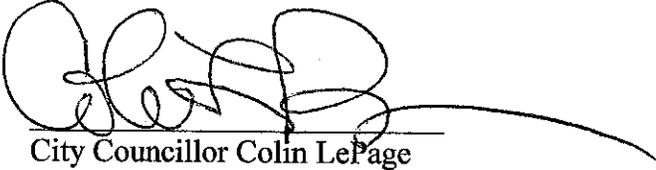
CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycncl@cityofhaverhill.com

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

September 6, 2016

TO: Mr. President and Members of the City Council

Councillor LePage would like to introduce Dawn DiPersio, leader of Girl Scout Troop 60498, to discuss the use of disposable water bottles.



City Councillor Colin LePage

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21.2

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**CITY OF HAVERHILL**  
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September 1, 2016

Mr. President and Members of the City Council

Councillor Macek wishes to discuss the excessive delay associated with the zoning change, that was unanimously approved and forwarded for action a year ago, relative to properties on Lake Street from West Lowell Avenue toward Broadway.

  
City Councillor William J. Macek

**REASON FOR VOTES - DOC. 33-B**  
**Change Zoning at 95 Lake Street from RR to RM**  
August 25, 2015

President Michitson: I voted against the rezoning because most of the property in question is in RR zone.

Councillor Scatamacchia: I voted in favor of this zoning change because it would have a positive effect on the neighborhood.

Councillor Barrett: The majority of the zone is RR and has long been such on the city's zoning map. There is no overriding need in the city for this change to occur. Any change to the zoning map to alter the RR to RM would not be of great benefit to the city and negatively impact the adjoining area of Lake Street. The change would be detrimental to the traffic on both Lake Street and Rte. 97.

Councillor Macek: The request to rezone 95 Lake Street was not in keeping with our most recent master plan changes and would create unnecessary negative impacts to the area. Therefore, I did not support the request.

Councillor Ryan: I voted against the zoning change because it is not good for the city.

Councillor Sullivan: I voted against rezoning from Residential rural (RR) to Residential Medium (RM) because I believe it is in the best interests of the neighborhood and the city to keep this area RR as stated during my remarks at the Council meeting.

Councillor Daly O'Brien: I voted against this zoning charge because it is not a change that would benefit the City and did not conform with current zoning.

Councillor McGonagle: I voted no based upon the current zoning in the Lake Street area.

Councillor LePage: I voted "not in favor" of this zoning change request designation of RR to RM for the subject property located at 95 Lake St as the vast majority of the subject property is located within the RR zone and the zone boundary line should be re-configured to match the lot lines of the abutting properties in the immediate vicinity.

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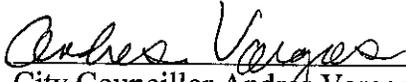
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September 7, 2016

TO: Mr. President and Members of the City Council

Councillor Andres Vargas requests to introduce Carol Ireland and the VIP team to discuss the annual walk for peace.

  
City Councillor Andres Vargas

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**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**  
**DOCUMENTS REFERRED TO COMMITTEE STUDY**

	Suspension of Rules to discuss unpermitted BnB's operating in City of Haverhill	A & F	10/20/15
6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	1/27/16 2/9/16
6-W	Communication from Councillor Bevilacqua requesting to discuss Wood School Play-ground	NRPP	2/23/16
6-Z	Communication from Council President Michitson requesting to introduce Ron MacLeod to discuss traffic & safety concerns and associated public safety resources	Public Safety	3/8/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16
51	Communication from Pres. Michitson requesting to submit petition from Burnham St. residents requesting Burnham St. be made one way coming in from Groveland St. onto Burnham	Public Safety	4/12/16
26E	City of Haverhill – Mayor's Recommendations, Capital Improvement Program – 2016-2020	A & F	5/31/16
69	Communication from John Guerin, Chair, submitting findings & recommendations of Salary Survey Commission	A & F	6/7/16
61-W	Communication from Councillor Macek requesting to introduce Roger LeMire, to discuss limited access to downtown for residents during major downtown events & to present an alternative plan	Public Safety	7/12/16
82	Communication from Councillors Vargas, Barrett, & Macek requesting discussion on city-wide design review	Planning & Development	7/12/16
	Application for Permit for Amusements, Public Shows and Exhibitions	A & F	7/26/16
31-S	Petition from Russell Chaput requesting Tag Day rules relating to soliciting on a public way be changed from 1 day to 3 days	Public Safety	8/23/16
82-T	Communication from Councillor Vargas requesting to introduce Keith Boucher of Urban Kindness to discuss "Pop-Up" City Halls	Citizen Outreach	8/23/16
82-U	Communication from Councillor Bevilacqua requesting discussion regarding street closing notifications	Public Safety	8/23/16
82-W	Communication from Councillors Daly O'Brien & Michitson requesting to introduce Ron MacLeod to discuss traffic safety issuers on streets of the North Ave. neighborhood	Public Safety	8/23/16
96-B	Communication from Councillor LePage requesting discussion regarding local regulations of building permit fees	A & F	9/6/16