



CITY OF HAVERHILL
CITY COUNCIL AGENDA

Tuesday, January 6, 2015 at 7:00 PM
City Council Chambers, Room 202

- 1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING
- 2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING
- 3. ELECTION OF PRESIDENT OF COUNCIL
- 4. ELECTION OF VICE PRESIDENT OF COUNCIL
- 5. COMMUNICATIONS FROM THE MAYOR

5.1. Communication from Mayor Fiorentini submitting Memorandum of Agreement between City of Haverhill and Engineering Group – Teamsters Local #170 and Salary Ordinance
 5.1.2 Ordinance re: Salaries – Engineering Group

File 10 days
Attachments

6. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES
NO SCHEDULE

7. UTILITY HEARING(S) AND RELATED ORDER(S)
NO SCHEDULE

8. APPOINTMENTS

8.1. Confirming Appointments

1. *Cultural Council* Carey Sierra expires Jan 6 2018

Non-confirming Appointment

Mayor's Chief of Staff	David Van Dam
Mayor's Executive Assistant	Allison Heartquist
Treasurer	Mary E Roy
Assistant Treasurer	Sandra E Denman
City Solicitor	William D Cox Jr

expires Dec 31 2015

Attachments

One year Reappointments:

<i>Lock-up Keeper</i>	Alan DeNaro
<i>Soldier's Relief & Burial Agent</i>	Michael Ingham
<i>Tree & Forest Warden and Gypsy Moth Control Superintendent</i>	Michael Stankovich
<i>Fence Viewer</i>	Richard Osborne
<i>Poundkeeper</i>	Michelle Hamel

Attachments

Bike Committee

Kurt Johnson

Attachment

Resignations:
NO SCHEDULE



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

**Tuesday, January 6, 2015 at 7:00 PM
City Council Chambers, Room 202**

6.2.1 Petitions:

NO SCHEDULE

6.3 Applications:

6.3.1 One Day Liquor Licenses

NO SCHEDULE

6.3.2 Applications for Permit

NO SCHEDULE

6.4 Tag Days

NO SCHEDULE

6.5 Annual License Renewals:

6.5.1 Red Box Automated Retail

6.5.2 Pool Table

Coin-ops

6.5.2.1 *RG's Pub* 242 Winter st 2 Machines

Sunday License

6.5.3 *RG's Pub* 2 Sunday Machines

Attachments

6.5.2.1 Hawker/Peddler:

NO SCHEDULE

Hawker or Peddler Engaged in Door to Door Sales

NO SCHEDULE

6.5.1.1 Drainlayer 2014 License

6.5.1.1.1 George Charest

6.5.1.1.8 John C Jablonski

6.5.1.1.2 Glenn Daigle

6.5.1.1.9 John Grasso

6.5.1.1.3 Patrick T Kelly

6.5.1.1.10 John Davidowicz

6.5.1.1.4 John Sullivan

Attachments



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

**Tuesday, January 6, 2015 at 7:00 PM
City Council Chambers, Room 202**

7 HEARINGS AND RELATED ORDERS

- 7.5 Document 124, petition from Devon Tucker (dba *Ideal Service Center*) for Special Permit to sell used cars at 7-9 East Broadway; 10 cars requested

Related communication from William Pillsbury, Economic Development & Planning Director, requesting this item be postponed until January 20th to allow additional input from City Departments
Attachments

**8 MOTIONS AND ORDERS
NO SCHEDULE**

**8.1 Ordinances (File 10 Days)
NO SCHEDULE**

9 UNFINISHED BUSINESS OF PRECEDING MEETING

- 9.1 Document 134-D; License renewal: Coin-op *Brothers Pizza* 755 Main st 1 Machine
Postponed from Dec 30th

Attachment

10 COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

- 10.1 Communication from William Pillsbury, *Economic Development & Planning Director*, submitting documents for approval related to redevelopment of project at 37 Washington st (formerly Surplus Office Supply)
10.1.1 *RESOLUTION* – Tax Increment Exemption Agreement
10.1.2 *Order* – authorize Mayor to execute several easements related to 37 Washington st redevelopment

Attachments

**11. MONTHLY REPORTS
NO SCHEDULE**

11.2 Communications from Councillors

11.2.1 Communication from Councillor Macek requesting to introduce Dick LeBlond to address Council in regards to public safety
Attachment

11.2.2 Communication from Councillor Barrett requesting to discuss the lack of City representation on the *HC Media* Board of Directors
Attachment



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

**Tuesday, January 6, 2015 at 7:00 PM
City Council Chambers, Room 202**

11.3 Resolutions and Proclamations

NO SCHEDULE

12. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

12.1 COUNCIL COMMITTEE REPORTS

12.2 DOCUMENTS REFERRED TO COMMITTEE STUDY

13 ADJOURN

5.1

Memorandum of Agreement
Between
The City of Haverhill and
Engineering Group
Teamsters Local #170

Article IX: WAGES AND LONGEVITY

Two year contract: July 1, 2012 to June 30, 2013
July 1, 2013 to June 30, 2014

1.5 % salary increase effective 7-1-2012
1.5 % salary increase effective 7-1-2013

Section 4. Bi-Weekly Payroll - The City reserves the right to change its weekly payroll process to a bi-weekly basis for the employees of the City of Haverhill. The City will provide written notice to the Union ninety (90) days prior to implementation of the bi-weekly process which shall not be sooner than July 1, 2014.

Section 5. Time and Attendance Software

The City reserves the right to implement a time and attendance software program to help monitor employee time and attendance, which will simplify timecard and attendance tracking, data entry and time-off approval processing. The City will provide written notice to the Union ninety (90) days prior to the implementation of this software.

Mileage - Increase the travel mileage to \$.44/ mile effective July 1, 2013.

g

Article XIII: MEDICAL BENEFITS

Section 1. Health Reimbursement Account

Delete the following:

The City will establish a Health Reimbursement Account to reimburse co-payments that exceed \$250 per individual and \$400 per family, per calendar year, that are incurred as a result of the following co-payments: \$250 per inpatient hospitalization and \$150 for outpatient surgery.

Replace with the following:

Health Reimbursement Account

Plan requirements are subject to change if there are plan design changes to the eligible health plans offered by the Public Employee Committee. All full-time employees are eligible for the existing health insurance offerings by the City of Haverhill.

Delete from contract:

Both parties understand and agree that the city, apart from this contract, is currently negotiating with the Public Employee Commission (PEC) to join the Group Insurance Commission (GIC). Both parties also understand that there is currently legislation pending before the State legislature that will allow cities to join the GIC.

In the event that the city joins the GIC during the term of this contract, both parties agree that this will not be a violation of this contract.

In the event that the city joins the GIC during the term of this contract and in the event that the city's percentage contribution is 80% or less, the parties agree that as of the date the city joins the GIC, the union members will receive an additional 2% pay increase.

Date: _____

12/12/14

James J. Florentini, Mayor



Ed Adley, Teamsters Business Agent

William D. Cox, Jr., City Solicitor

DICK UP Jerry Personnel

DOCUMENT 67-N

CITY OF HAVERHILL

In Municipal Council December 7 2010

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
ENGINEERING GROUP

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

EFFECTIVE 7/1/2008	0%
EFFECTIVE 7/1/2009	0%
EFFECTIVE 7/1/2010	0%
EFFECTIVE 7/1/11	2%

	Step 1	Step 2	Step 3
Jr. Draftsperson	\$ 597.71	\$ 635.47	\$ 689.43
Sr. Engineering Aide	\$ 725.43	\$ 760.98	\$ 813.05
Assistant Civil Engineer	\$ 863.69	\$ 925.85	\$ 1,067.74

Add the following new section (Section 4) to Article VII Wages:

Effective January 1, 2011 All employees who are bargaining unit members, who are members as of January 1, shall receive one hundred and twenty-five dollars (\$125) per year.

Amend Article XIII - Medical Benefits - Section 1 by deleting the 2nd & 3rd paragraphs and in its place insert the following:

It is agreed that as of July 1, 2010 the Employer shall pay eighty percent (80%) of the cost of a health maintenance organization, and the Employee shall pay twenty percent (20%). As of July 1, 2011, it is agreed that the Employer shall pay seventy-five (75%) of the cost of a health maintenance organization and the Employee shall pay twenty-five (25%) percent.

As of June 2005, all new employees hired or re-hired after said date shall pay twenty-five percent (25%) of the cost of a health maintenance organization and the Employer shall pay seventy-five percent (75%), unless otherwise negotiated.

New employees hired after January 1, 2010 shall pay a **thirty percent (30%)** Employee Health Insurance Contribution rate for both the PPO and HMO products.

Approved as to legality:

City Solicitor

PLACED ON FILE for at least 10 days

Attest: *M. Stang*

City Clerk

*Auditor
Personnel
Engineer*

IN CITY COUNCIL: December 21 2010

PASSED

Attest: *M. Stang*

APPROVED:

IA



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

511.2

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
ENGINEERING GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 67N of 2010 is hereby amended as follows:

EFFECTIVE 7/1/2012 1.5%

	STEP 1	STEP 2	STEP 3
Jr. Draftsperson	\$ 606.68	\$ 645.00	\$ 699.77
Sr. Engineering Aide	\$ 736.31	\$ 772.39	\$ 825.25
Assistant Civil Engineer	\$ 876.65	\$ 939.74	\$ 1,083.76

EFFECTIVE 7/1/2013 1.5%

	STEP 1	STEP 2	STEP 3
Jr. Draftsperson	\$ 615.78	\$ 654.68	\$ 710.27
Sr. Engineering Aide	\$ 747.36	\$ 783.98	\$ 837.62
Assistant Civil Engineer	\$ 889.80	\$ 953.83	\$ 1,100.01

Add new Section 4 under Article VII: WAGES

Increase the travel mileage reimbursement amount to \$.44/mile effective July 1, 2013.

Approved as to legality:

City Solicitor

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

January 2, 2015

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

RE: Salary Ordinance & MOA

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

Enclosed is a Salary Ordinance and MOA between the City of Haverhill and the Teamsters
Engineering Group.

The Ordinance is enclosed and I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/ah

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

Confirming

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

January 2, 2015

City Council President John Michitson
& Members of the City Council

RE: Cultural Council

Dear Council President and Members of the City Council:

I hereby appoint Carey Sierra, 55 Casablanca Court, to the Cultural Council.

This is a confirming appointment and expires on January 6, 2018. I recommend your approval.

Very truly yours,


James J. Fiorentini
Mayor

JJF/ah
cc: Karren McCabe

Carey Sierra

55 Casablanca Court, Haverhill, MA 01832 | 978-891-5476 | careys123@hotmail.com

Objective

To pursue an executive level position in the managerial, operations, or administrative arena. Polished professional with good tenure and several years of high level support. Adept at working in a fast paced environment demanding strong organizational, leadership, and interpersonal skills. Detailed oriented and resourceful in spearheading, managing, and completing projects accurately and efficiently.

Professional Experience

OTIS ELEVATOR COMPANY (UNITED TECHNOLOGY CORPORATION), Needham, MA 2005 - PRESENT

Construction Coordinator

- Act as a liaison between internal department to improve workflow, and establish resolutions
- Interact with customer to achieve project goals and address issues and concerns
- Track labor and material expenditures on construction projects
- Responsible for billing, certified payroll and accounts receivable

Sr. Administrative Assistant

- Assisted regional management team with special accounting projects
- Responsibility included processing accounts payable, purchase order and accruals
- Track overhead spending to minimize cost
- Organized and schedule meetings

DATA MAIL, Newington, Connecticut

2002 - 2005

Account Executive

- Interaction with various departments in managing several marketing projects
- Coordination of creative development
- File processing letter shop production
- Adherence to postal regulations

GALLERY MARKETING COMMUNICATIONS, Salem, New Hampshire

1999 - 2002

Customer Service Manager

- Manage the progression of direct mail programs
- Responsible for hiring, training and development of employees
- Oversee the file processing and letter shop production
- Responsible for quality control, scheduling of work
- Improved workflow, status reporting and problem resolution
- Establish company policies and procedures

Education

Florida Metropolitan University, Bachelor of Science in Business Administration. Course emphasis on management and accounting. Additional training in cost control and taxes. Registrar tax preparer.

References upon request

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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FOUR SUMMER STREET
HAVERHILL, MA 01830
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MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

January 2, 2015

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

RE: Appointments

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

I hereby appoint the following:

David Van Dam, Chief of Staff
Allison Heartquist, Executive Assistant
Mary E. Roy, Treasurer
Sandra E. Denman, Assistant Treasurer
William D. Cox Jr, City Solicitor

These are non-confirming appointments. They take effect January 6, 2015 and expire
December 31, 2015.

Very truly yours,


James J. Fiorentini
Mayor

JJF/ah

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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WWW.CI.HAVERHILL.MA.US

January 2, 2015

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

RE: Appointments

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

In accordance with the City Code Chapter 3, Subsection 10: "Time of appointment and term of subordinate officers," I hereby reappoint the following:

- Alan DeNaro, Lock-Up Keeper, for one year
- Michael Ingham, Soldiers' Relief and Burial Agent, for one year
- Michael Stankovich, Tree Warden, for one year
- Michael Stankovich, Forest Warden, for one year
- Michael Stankovich, Gypsy Moth Control Superintendent, for one year
- Richard Osborne, Fence Viewer, for one year
- Michelle Hamel, Poundkeeper, for one year

Very truly yours,


James J. Fiorentini
Mayor

JJF/ah



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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WWW.CI.HAVERHILL.MA.US

January 2, 2015

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

RE: Bike Committee

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

I hereby name Kurt Johnson, 1 Ginty Boulevard, to the Bike Committee. This is a non-confirming appointment.

Very truly yours,


James J. Fiorentini
Mayor

JJF/ah



Hav

City Cl
Phone: 978-374-2
citycler

6.5.11
Date *Overlays*

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

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

Drainlayer's Name: George Charney Signature: *George Charney*
 Business Name: DAVCO EXCAVATING Co.
 Business Address: 1058 Boston Road / 480 Boxford Road
 City Haverhill State MA Zip 01835
 Business Phone: 978 373 8888 Fax: 978 521 9257

Must Complete Additional Personal Information on Back

NEW/RENEWAL: RENEWAL

No. _____
 Fee 100
 Bonds on File: _____

Approved
 Denied _____

[Signature]
 City Engineer

In Municipal Council, _____ 20____

Attest:

City Clerk

(See other side)



Haverhill

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

Date 12/9/14

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

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

Drainlayer's Name: Glenn Daigle Signature: Glenn Daigle
Business Name: Daigle Enterprises INC (dba Hooker Man)
Business Address: 46 Portland St Lawrence MA 01843
City Lawrence State MA Zip 01843
Business Phone: _____ Fax: 978 688 6675

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

No. _____
Fee 100.
Bonds on File:

Approved
Denied _____

[Signature]
City Engineer

In Municipal Council, _____ 20____

Attest:

City Clerk

(See other side)



Haverhill

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

Date 11-19-14

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

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

Drainlayer's Name: PATRICK T. KELLY Signature: [Signature]
Business Name: MARONEY CONSTRUCTION
Business Address: 940 NO. BROADWAY
City HAVRHILL State MA. Zip 01832
Business Phone: 603 765 2028 Fax: 978 420 4578

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

No. _____

Fee \$ 100.-

Bonds on File: _____

Approved ✓

Denied _____

[Signature]
City Engineer

In Municipal Council, _____

20

Attest:

[Signature]
City Clerk

(See other side)



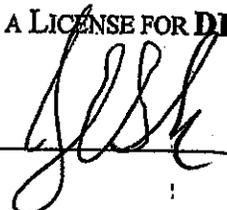
Haverhill

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

Date 12/4/14

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

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

Drainlayer's Name: John Sullivan Signature: 

Business Name: Meninno Construction Co., Inc.

Business Address: 76 Oakville Street

City Lynn State MA Zip 01905

Business Phone: 781-581-5333 Fax: 781-593-2070

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

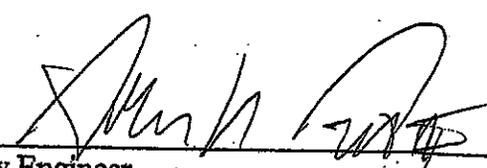
No. _____

Fee 100.-

Bond on File:

Approved

Denied _____


City Engineer

In Municipal Council, _____ 20____

Attest:

City Clerk



Haverhill

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

Date 12-12-14

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

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

Drainlayer's Name: John C. Jablonski Signature: [Signature]

Business Name: JABLONSKI & SONS, INC.

Business Address: 200 KENNA STREET

City HAVERHILL State MA Zip 01830

Business Phone: 978-372-7132 Fax: 978-372-9970

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

No. _____

Fee 100.-

Bonds on File:

Approved

[Signature]
City Engineer

Denied _____

In Municipal Council, _____ 20____

Attest:

City Clerk

(See other side)



Haverhill

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

Date 12/1/14

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

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

Drainlayer's Name: John GRASSO Signature: [Signature]

Business Name: _____

Business Address: 865 Turnpike STREET

City No. Andover State MA Zip 01845

Business Phone: 978-688-8895 Fax: 978-685-0049

Must Complete Additional Personal Information on Back

NEW RENEWAL

No. _____

Fee \$100-

Bonds on File:

Approved

Denied _____

[Signature]
City Engineer

In Municipal Council, _____ 20____

Attest:

City Clerk

(See other side)



Haverhill

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

Date 12/2/14

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

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

Drainlayer's Name: John Davidowicz Signature: [Signature]
Business Name: DAVIC EXCAVATION
Business Address: 1058 Boston Rd.
City Wardwell State MA Zip 01835
Business Phone: 978-373-8888 Fax: 978-521-9251

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

No. _____
Fee 100.
Bonds on File: _____

Approved ✓
Denied _____

[Signature]
City Engineer

In Municipal Council, _____ 20____

Attest:

City Clerk

(See other side)

Hearing January 6
2015

untitled

11/21/14

Devon Tucker
7 East Broadway
Haverhill, MA 01830

70, White St Haverhill MA 01832

To the Haverhill City Council,

#1978-337-7080

(For 7-9 i

2.5

Prany

My name is Devon Tucker d/b/a Ideal Service Center former address is 117 Winter Street, Haverhill, MA. We have relocated to 7 East Broadway, Haverhill, Ma. I have a 23 cars sales license, I am applying for a special permit for a 10 car license at our new location.

I want the 65 day hearing requirement.

Thank you,



Devon Tucker

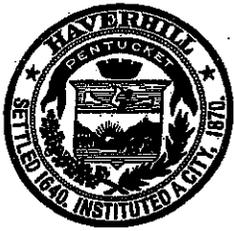
978-265-6163

IN CITY COUNCIL: December 2 2014

VOTED: that COUNCIL HEARING BE HELD JANUARY 6 2015

Attest:

City Clerk



Haverhill

Economic Development and Planning

Conservation Department

Phone: 978-374-2334 Fax: 978-373-8475

rmoore@cityofhaverhill.com

conservation@cityofhaverhill.com

MEMO TO: Linda L. Koutoulas, City Clerk

FROM: Robert E. Moore, Jr., Environmental Health Technician 

DATE: December 17, 2014

RE: Devon Tucker d/b/a Ideal Service Center for 7 – 9 East Broadway
Used Car Dealership
Special Permit

The Commission reviewed a similar proposal for this property at its May 8th meeting. There were no wetland resource areas found to be associated with this project. As such, on behalf of the Conservation Commission, I offer no objections to this similar special permit application.



Haverhill

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

January 2, 2015

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

FROM:  William Pillsbury, Economic Development and Planning Director

SUBJECT: 7-9 East Broadway-Auto Dealership

It is respectfully requested that you postpone this item until January 20th to allow additional input from City Departments.

Thank you for your attention to this matter.

134-D

Date Dec 29 9.1

unl B

Honorable President and Members of the Municipal Council:

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

- COIN-OPERATED MACHINE 1 MACHINE
- PINBALL MACHINE _____
- OTHER _____

Effective Date: 12-22-15 Expiration Date: 12-31-15

NEW/RENEWAL Fee: 100.00

paid cash 12/22/15

Vendor's Name: JOHN ASPROCIANNI

Vendor's Address: 755 MAIN ST HAVERHILL

Business Name: BROTHER PIZZA

Business Address: 755 MAIN ST

Owner's Name: JOHN ASPROCIANNI

Applicant's Name: SAM Applicant's Signature: [Signature]

Applicant's Address: 755 MAIN ST

Applicant's Date of Birth: See Back

Recommendation by Police Chief _____
Approved Denied

Police Chief

DECEMBER 30 2014

In Municipal Council, POSTPONED TO JANUARY 6 2015

Attest:

City Clerk



City clerk

DOCUMENT

CITY OF HAVERHILL

In Municipal Council

JANUARY 6, 2015

ORDERED:

CITY OF HAVERHILL

RESOLUTION

BE IT RESOLVED THAT THE City Council of the City of Haverhill:

WHEREAS, the Commonwealth has established a Housing Development Incentive Program (the "HDIP") designed to increase residential growth, expand diversity of housing stock, support economic development, and promote neighborhood stabilization in designated Housing Development (HD) Zones within Gateway municipalities by providing tax incentives to rehabilitate multiunit properties for sale or lease primarily as market rate units.

WHEREAS, the City of Haverhill strongly supports increased residential growth, expanding the diversity of its housing stock, economic development, and neighborhood stabilization; and

WHEREAS, the 37 Washington LLC has agreed to develop a proposed Certified Housing Development Project to be located at 37-47 Washington Street, Haverhill, Massachusetts, and such development will further the City's housing development plans; and

WHEREAS, on April 16, 2013, the City Council designated the Downtown Waterfront Market Rate Incentive Zone; and

WHEREAS, the Downtown Waterfront Market Rate Incentive Zone was approved by the Department of Housing and Community Development on June 20, 2013 as an area for HD housing development projects; and

WHEREAS, the City Council finds that 37 Washington LLC HDIP project will create 18 units of market rate housing which will promote neighborhood stabilization; and

WHEREAS, the Tax Increment Exemption Agreement between the City of Haverhill and 37 Washington LLC within the Downtown Waterfront Market Rate Incentive Zone supports the goals of the City; and

NOW THEREFORE BE IT RESOLVED, that the City Council authorizes the Mayor to approve and execute the Tax Increment Exemption Agreement between the City of Haverhill and 37 Washington LLC with said Agreement not being effective until the Department of Housing and Community Development approves this Tax Increment Exemption Agreement and issues a Final Certificate for the HD Project; and that the



city clerk
Haverhill

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

10.1

January 2, 2015

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

FROM: William Pillsbury, Economic Development and Planning Director

SUBJECT: UHC_TIF resolution and agreement; and related easement orders/ agreements-

I am pleased to ask for your approval for several key documents related to the exciting redevelopment of the market rate/mixed use project at 37 Washington Street (Formerly Surplus Office Supply).

I am asking the city council to approve the attached resolution authorizing the Mayor to submit documents related to the the UHC TIF zone agreement; and an order regarding the acceptance of several easements required for this project to become a reality.

I respectfully request that you approve these items tonight so that we can move forward with the continued transformation of our Washington Street downtown area.

Thank you for your attention to this matter.

Mayor is authorized to forward said agreement and any other necessary documents to the Department of Housing and Community Development for its approval and endorsement; and

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor to enter into a Tax Incremental Exemption Agreement between the City and 37 Washington LLC with said agreement providing 37 Washington LLC an exemption on property taxes based on the assessed value of the residential portion of the HD Project after Substantial Rehabilitation less the base value as agreed upon in the Tax Incremental Exemption Agreement pursuant to 760 CMR 66.

_____ X

HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION AGREEMENT

between

City of Haverhill

and

37 Washington Street, LLC

This AGREEMENT is made this ____ day of _____, 2015 by and between the City of Haverhill, ("Municipality") and 37 Washington Street LLC, a Massachusetts limited liability company with an address at 20 Park Plaza, Suite 833, Boston, MA 02116.

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding a tax increment exemption pursuant to the Housing Development (HD) Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 (HD TIE), with respect to the Property as herein defined.

Section 2 - Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

- Act: M.G.L. c. 40V as may be amended from time to time.
- Completion: Certificates of occupancy have been issued for the entire Project.
- DHCD: Department of Housing and Community Development
- Event of Default: An "Event of Default" as defined in Section 5 below.
- Final Certification: Determination by DHCD that the Sponsor has completed the substantial rehabilitation of the Property, consistent with the Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
- Fiscal Year: An annual period of July 1 through June 30.
- HDIP AMI: Housing Development Incentive Program Area Median Income as defined at 760 CMR 66.04(2)(f)(1) and set forth in Exhibit 3.

- HD Project:** A Certified Housing Development Project as defined in the Act and the Regulations.
- HD Zone:** The Housing Development Incentive Zone adopted by the Haverhill City Council on April 16, 2013 and approved by DHCD as evidenced by a Certificate of Approval dated June 20, 2013 and recorded with South Essex Registry of Deeds.
- Lead Municipality:** Not Applicable
- MRRU:** Market Rate Residential Unit(s) as defined at Section 3.B.1.
- Property:** The 37 Washington Street Property as shown in Exhibit 1, "Map of Property" and further described in Exhibit 2, "Legal Description of Property".
- Regulations:** 760 CMR 66.00.
- Rehabilitation Plans:** The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3) (a) and approved by DHCD.
- Sponsor:** 37 Washington Street LLC, a Massachusetts limited liability company with an address at 20 Park Plaza, Suite 833, Boston, MA 02116, its successors and assigns.

Section 3 – Sponsor’s Covenants

- A. Substantial Rehabilitation of the Property. Sponsor will undertake the substantial rehabilitation of the Property in accordance with the work and schedule set forth in the Rehabilitation Plans.
- B. Market Rate Residential Units.
- 1) There shall be a total of 19 residential rental units created in the Project of which 18 shall be MRRUs comprised of 12 one-bedroom units and 6 two-bedroom units. The monthly rent for such units shall be priced to be affordable to households at not less than 110% of HDIP AMI, as set forth in Exhibit 3, "Market Rate Residential Units – Pricing Plan".
 - 2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of 5 years.
- C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent

with the strategies, implementation plan and affirmative fair housing efforts set out in the Rehabilitation Plans.

D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to DHCD for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption

Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c.59 according to the following terms.

- A. Base Value. \$348,000.
- B. MRRU Percentage. 95 per cent. The MRRU Percentage shall be confirmed as required in paragraph F, below.
- C. Exemption Percentage. Commencing on the Effective Date which shall be Fiscal Year 1:

- Fiscal Year 1: 50%
- Fiscal Year 2: 40%
- Fiscal Year 3: 30%
- Fiscal Year 4: 20%
- Fiscal Year 5: 10%

- D. The Increment. As defined at 760 CMR 66.06(1)(b)(1).
- E. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.
- F. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a “Tax Increment Exemption – Confirmation of Calculation” in the form attached as Exhibit 4 (“TIE Confirmation”). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 - Default

- A. Event of Default. An “Event of Default” shall arise under this Agreement upon the occurrence of any one or more of the following events:

1. **Breach of Covenant Prior to Final Certification.** Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

2. **Breach of Covenant Subsequent to Final Certification.** Subject to the limitations set forth in the Regulations at section 66.05(5), and as determined by DHCD, Sponsor's conduct is materially at variance with the representations made in its Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

3. **Misrepresentation.** Any representation made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

B. Rights on Default.

1. **Prior to Final Certification.** Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.

2. **Subsequent to Final Certification.** Upon the occurrence of an Event of Default prior to Final Certification, then:

a. **Revocation of Certification.** Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that DHCD revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which DHCD determines that a material variance commenced.

b. **Termination of Agreement.** Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.

personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier.

1. Municipality: Economic Development and Planning, City Hall, Room 201, 4 Summer Street, Haverhill, MA 01830

2. Sponsor: 37 Washington Street LLC c/o Traggorth Companies LLC, 20 Park Plaza, Suite 833, Boston, MA 02116

3. Copy to DHCD: All such notices shall be copied to DHCD at:

Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
ATTN: Associate Director, Housing Development

4. Change of Address. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its TITLE OF CHIEF EXECUTIVE OFFICER AND LEGISLATIVE BODY as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

[MUNICIPALITY]

[SPONSOR]

BY: [CHIEF EXECUTIVE OFFICER]

By: Dave Traggorth, Agent

BY: [LEGISLATIVE BODY]

EXHIBIT 1

**MAP OF
PROPERTY**

1. The lot shown on this plan is the property of the City of Haverhill, Massachusetts.

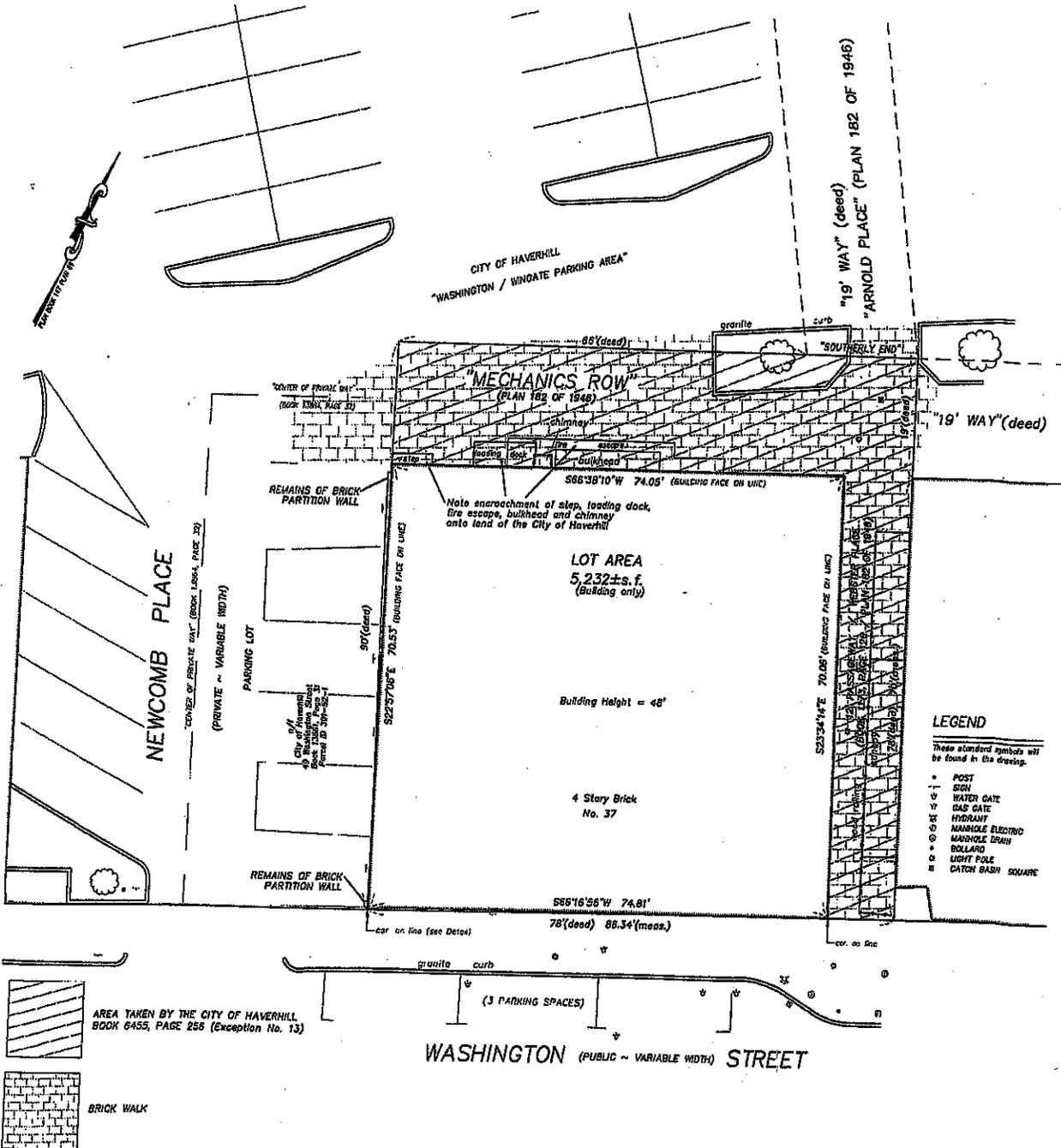


Exhibit 2 is a map of the property located at 37 Washington Street, Haverhill, Massachusetts.

EXHIBIT 2

DESCRIPTION OF PROPERTY

A .12 acre site at 37 Washington Street in Haverhill improved by an approximately 20,000 square foot, four-story, brick building.

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

HDIP AMI: \$60,611, as may be amended from time to time consistent with changes in the Pricing Area.

Pricing Area: City of Haverhill (US Census ACS 2007-2011)

Proposed Initial Monthly Rent: \$1,300 for a one-bedroom through \$1,500 for a two bedroom per month

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

In connection with the Tax Increment Exemption Agreement dated _____, 2012 by and between the City of Haverhill, and 37 Washington Street LLC, a Massachusetts limited liability company with an address at 20 Park Plaza, Suite 833, Boston, MA 02116 with respect to the property at 37 Washington Street (the "Agreement"), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

1. The effective date of the Agreement is:
2. The MRRU is:
3. The assessed value of the of the residential portion of the Property upon Completion is:

To the extent that the dates or figures in this "Tax Increment Exemption – Confirmation of Calculation" differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

[MUNICIPALITY]

[SPONSOR]

Dated:

city clerk

10.1.2



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

"That the Mayor being and is hereby authorized on behalf of the City of Haverhill to execute an easement to 37 Washington Street, LLC, 20 Park Plaza, Suite 833, Boston, MA 02116 relative the following parcels of land owned by the City, (a) Newcomb Place, off Washington Street ("the Newcomb Place Easement Area") (b) Mechanics Row, an area approximately 19 feet wide by 66 foot long, immediately to the rear of 37 Washington Street ("the Mechanics Row Easement Area"), and, (c) Webster Place, off Washington Street; the Webster Place easement area being the twelve (12) foot passageway to the east of the Grantee's building ("the Webster Place Easement Area"), a copy of which is attached hereto and incorporated herein."

GRANT OF EASEMENT

Know All Persons By These Presents that the CITY OF HAVERHILL, a municipal corporation having a usual place of business at 4 Summer Street, Haverhill, Massachusetts 01830 ("Grantor") for consideration of less than One Hundred Dollars grants to

37 Washington Street, LLC, 20 Park Plaza, Suite 833, Boston, MA 02116, and its successors and assigns ("Grantee")

the right and easement in, on and over the following parcels of land owned by Grantor, (a) Newcomb Place, off Washington Street, Haverhill, Essex County, Massachusetts, being further identified as Map 301 Block 52, Lot 1 of the Board of Assessors, see also Essex South Registry of Deeds ("the Newcomb Place Easement Area") and (b) Mechanics Row, an area approximately 19 feet wide by 66 foot long, immediately to the rear of 37 Washington Street, Haverhill, Essex County, Massachusetts, the 37 Washington Street property being further identified as Map 301, Block 53, Lot 9, and the Mechanics Row area being further shown as part of the plan recorded in Essex South Registry of Deeds as Plan 182 of 1946 ("the Mechanics Row Easement Area") and (c) Webster Place, off Washington Street, Haverhill, Essex County, Massachusetts; the Webster Place easement area being the twelve (12) foot passageway to the east of the Grantee's building, in which the Grantor may have an interest by virtue of the Order of Taking recorded at Book 6455, Page 256 ("the Webster Place Easement Area").

The right and easement with respect to the Newcomb Place Easement Area is to permit the Grantee to maintain the present brick partition wall and any remnants that may presently encroach upon Grantor's Newcomb Place land, including, but not limited to the right to permit Grantee to make new window openings, with lintels, in such brick partition wall above the first floor level, and the right, from time to time to temporarily enter upon Newcomb Place for the purpose of constructing such new window openings, and/or maintaining and/or repairing the existing window openings and brick partition wall; all such rights to enter being dependent upon obtaining and complying with the terms of such building and other permits as may be typically required for construction work of that type. In addition, Grantee shall provide Grantor, and Grantor's Department of Public Works, with reasonable advance written notice of the date and times when it will need access to the Newcomb Place Easement Area for these purposes, so that sufficient preparations may be made for notice to other users of the Newcomb Place Easement Area. To the extent that any damage is done to the Newcomb Place Easement Area, Grantee shall be responsible for repairing any such damage and returning the Newcomb Place Easement Area to the condition that existed prior to such damage occurring.

The right and easement with respect to the Mechanics Row Easement Area is to permit the Grantee to construct, maintain and repair steps, loading docks, fire

escapes, bulkheads, transformers, and downspouts, and to install underground utilities, and any necessary screening thereof as may be required by Grantor, in, along and under the Mechanics Row Easement Area to service the 37 Washington Street building for purposes consistent with the permitted uses of 37 Washington Street, Essex County, Haverhill, MA for commercial and residential purposes, including, but not limited to entry thereinto. Said easement will also include the right to place trash disposal containers in said area on the night prior to pick up by a trash hauler. Said easement shall also include the right, from time to time to temporarily enter upon Mechanics' Row for the purpose of construction of improvements to 37 Washington Street, and/or maintaining and/or repairing the 37 Washington Street building; all such rights to enter being dependent upon obtaining and complying with the terms of such building and other permits as may be typically required for construction work of that type. To the extent that any damage is done to the Mechanics Row Easement Area, including but not limited to the brick work thereon, Grantee shall be responsible for repairing any such damage and returning the Mechanics Way Easement Area to the condition that existed prior to such damage occurring.

The right and easement with respect to the Webster Place Easement Area is to permit the Grantee to maintain the present brick wall facing Webster Place, including, but not limited to the right to permit Grantee to make new window openings, with lintels, in such brick partition wall above the first floor level, and the right, from time to time to temporarily enter upon Webster Place for the purpose of constructing such new window openings, and/or maintaining and/or repairing the existing window openings and brick partition wall; all such rights to enter being dependent upon obtaining and complying with the terms of such building and other permits as may be typically required for construction work of that type. In addition, Grantee shall provide Grantor, and Grantor's Department of Public Works, with reasonable advance written notice of the date and times when it will need access to the Webster Place Easement Area for these purposes, so that sufficient preparations may be made for notice to other users of the Webster Place Easement Area. The right and easement to the Webster Place Easement Area shall also include the right to install underground utilities. To the extent that any damage is done to the Webster Place Easement Area, including but not limited to the brick work thereon, Grantee shall be responsible for repairing any such damage and returning the Webster Place Easement Area to the condition that existed prior to such damage occurring. The Grantor shall retain the right to allow third parties to place non-permanent items on or in the Webster Place Easement Area and have use of the premises within the Webster Place Easement Area.

Such easements shall also include the continuing non-exclusive right to enter and re-enter the easement areas for access thereto by foot as currently exists for such purposes within the City of Haverhill.

Executed as a sealed instrument this day of , 2014.

CITY OF HAVERHILL

James J. Fiorentini, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

, 2014

On this day of , 2014, before me, the undersigned notary public, personally appeared Mayor James J. Fiorentini, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as the free act and deed of the City of Haverhill for its stated purpose.

Notary Public: William D. Cox, Jr.
My commission expires: 9-1-2017

CITY COUNCIL



JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
THOMAS J. SULLIVAN
MARY ELLEN DALY O'BRIEN
MICHAEL S. MCGONAGLE
COLIN F. LEPAGE

CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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January 2, 2015

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

Councillor Macek requests to introduce Dick LeBlond in order that he be able to address the council in regards to public safety.

City Councillor William J. Macek

CITY COUNCIL



JOHN A. MIGHTSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
THOMAS J. SULLIVAN
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COLIN F. LEPAGE

CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

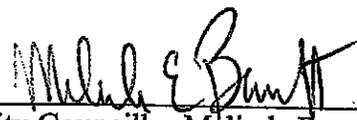
11.2.2

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December 26, 2014

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

Councillor Melinda Barrett requests to discuss the lack of city representation on the HC Media Board of Directors.



City Councillor Melinda Barrett

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
THOMAS J. SULLIVAN
MARY ELLEN DALY O'BRIEN
MICHAEL S. MCGONAGLE
COLIN F. LEPAGE



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

DOCUMENTS REFERRED TO COMMITTEE STUDY

4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
57-Z	Communication from Councillor Sullivan requesting to discuss parking ordinances on Hillside Place and Hillside Street. (Public parking lot, Map 516, Bl. 303, Lot 4A, referred to NRPP)	NRPP	10/8/13
102	Communication from Councillor Macek requesting to discuss the Taxicab and Buses Ordinance	Administration & Finance	10/15/13
102-H	Communication from Councillor Macek requesting to propose the establishment of an Adult and Senior Fitness Park	NRPP	10/29/13
	Central Business District Parking Map and Ordinances	Administration & Finance	1/28/14
84 & 84A/13	Ordinance re: Zoning, Amend City Code, Ch. 255, Table of Use & Parking Regulations Page 8; to allow Medical Marijuana Dispensary/Treatment centers to be located only in our business parks	Transferred to Administration & Finance	2/11/14
56	Home Rule Petition – An Act Authorizing that the Position of Deputy Chief in the City of Haverhill be removed from Civil Service	Public Safety	5/20/14
125	Petition from Brian S. Minkle requesting to purchase City land abutting his property on Crystal Lake Rd., Assessor's Map 566, Block 2, Lot 11, said house is at 35 Mendum Rd/ 86 Crystal Lake Rd, Assessor's Map 566, Block 2, Lot 7A	NRPP	12/2/14
	On motion of Councillor McGonagle to refer Ordinance: Chapter 191 – Peddling/Soliciting to Administration & Finance	Administration & Finance	12/9/14