



CITY OF HAVERHILL  
CITY COUNCIL AGENDA

Tuesday, July 22, 2014 at 7:00 PM  
City Council Chambers, Room 202

LINDA

1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING

2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

3. COMMUNICATIONS FROM THE MAYOR

3.1. Communication from Mayor Fiorentini submitting the Memorandum of Agreement and Salary Ordinance for City of Haverhill and Water/Wastewater Office & Technical Group

3.1.1. Ordinance – Ordinance re: Salaries – Water/Wastewater Office & Technical Group

File 10 days

Attachments

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

No SCHEDULE

5. APPOINTMENTS

5.1. Confirming Appointments:

5.1.1. *Haverhill Historic Commission*, Judith Evanko expires July 22 2015

Attachment

5.2. Non-Confirming Appointments:

5.2.1. *Taskforce on Technology*, Edward Oelerich expires July 22 2015

5.2.2. *Energy Taskforce Committee:*

1. Stephen Paraskivas

2. Colin LePage

3. Patrick Lawlor all to expire July 22 2015

Attachments

5.2.2.2. *Route 110 Park Advisory Committee:*

1. James Ferguson III

2. Stephen Breen

3. Vinny Ouellette

4. Richard LeBlond all to expire July 22 2015

Attachments



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**5.3. Resignations:**

NO SCHEDULE

**6. PETITIONS**

**6.1. Petitions:**

6.1.1. Petition from City Engineer John Pettis requesting a Revised Layout for Countess Street  
**Refer to Planning Board and  
Council Hearing October 7th**

6.1.2 Petition from Verizon New England and Mass Electric Co North Andover requesting Joint pole location on Salem st; plan 744  
**Hearing August 19<sup>th</sup>**

**6.2. Applications:**

6.2.1. Application from Obdulio Mercado for a handicap parking sign at 55 Franklin st  
Related communication from Police Chief Alan DeNaro Attachments

**6.3. Tag Days**

6.3.1. *HHS Football*; August 3<sup>rd</sup> Attachment

**6.4. Annual License Renewals:**

**6.4.1. Roller Skating Rink**

6.4.1.1. *Skateland*, 19 Railroad av

6.4.1.2. *Sunday skating – Skateland*, 38 Sundays Attachments

**6.4.1.3. Hawker Peddlers License Renewals 2014:**

NO SCHEDULE

**6.4.1.4. Coin-Op License Renewals 2014:**

NO SCHEDULE

**6.4.1.5. Sunday Coin-Op License Renewals 2014:**

NO SCHEDULE

**6.4.1.6. Drainlayer Renewals 2014:**

1. Shawqi Alsarabi Attachment



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## 7. HEARINGS AND RELATED ORDERS:

7.1. Document 43, Petition from John H Pearson Jr for Magnum Partners LLC requesting City *accept Perspective Drive and Magnavista Drive*; part of Magnavista subdivision; as *public ways*

7.1.1. Document 43-B, Order accept Perspective dr as a public way

7.1.2. Document 43-BB, Order accept Magnavista dr as a public way

Related communication from Stephen J Doherty Sr, Member, *Magnum Partners LLC*, requesting to *postpone hearing until August 19<sup>th</sup>*, to ensure all outstanding items required by Conservation have been completed Attachments

## 8. MOTIONS AND ORDERS

8.1. Order – Authorize Mayor on behalf of City to accept 3 easements from RFACO, LLC to the City relative to 2 drainage easements and a conservation easement for Riverdale Avenue Attachment

### 8.2. Ordinances (File 10 Days)

## 9. UNFINISHED BUSINESS OF PRECEDING MEETINGS

9.1. Document 12-N, Ordinance re: Parking, 102 Bellevue av, Delete Handicap Parking  
filed 7/9/2014

9.2 Document 12-O, Ordinance re: parking, 348 River st, Delete Handicap Parking  
filed 7/9/2014 Attachments

9.3 Document 105-B/2013, Order – Demolish building at 36 School st; Assessor's Map 400, Block 5, Lot 4

9.4 Document 105-A, Order – Demolish building at 2 Tyler av; Assessor's Map 515, Block 298, Lot 4  
Continued from June 17 2014

Related communication from Richard Osborne, Building Inspector Attachment

9.5 Document 16-E, Mayor Fiorentini submits petition to lay out the Bradford Rail Trail pursuant to Haverhill Ordinances Chapter 222

Favorable recommendation from Planning Board after Hearing

9.5.1 Order – to lay out and establish a non-vehicular passageway between Basiliere Bridge and South Elm st, commonly referred to as the "Bradford Rail Trail", in accordance with City Code Chapter 222 as depicted on the Bradford Rail Trail Project Layout Map Attachments



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**10. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**

**10.1. Monthly Reports:**

**NO SCHEDULE**

**10.2. Communications from Councillors:**

10.2.1. Communication from President Michitson requesting to discuss transparency in government

10.2.2. Communication from Councillor Scatamacchia requesting a discussion regarding Bradford Athletic Club's parking during the construction of the railroad bridge

10.2.3. Communication from Councillors Macek and LePage requesting to discuss potential concerns relative to the upcoming solid waste and recycling contract Attachments

**10.3. Communications from City Employees:**

10.3.1. Communication from City's Vacant Property Manager, Pedro Soto, requesting to address Council on the status of the abandoned housing initiative in Haverhill and also to provide an update on the Vacant Property Registry Attachment

**11. Resolutions and Proclamations**

**NO SCHEDULE**

**12. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**

**12.1. COUNCIL COMMITTEE REPORTS**

**NO SCHEDULE**

**12.1.1. DOCUMENTS REFERRED TO COMMITTEE STUDY**

**NO SCHEDULE**

**13. ADJOURN**

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

3.1

July 18, 2014

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 Water/Wastewater  
Office Technical Group.

The Ordinance is enclosed and I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

Memorandum of Agreement  
Between  
The City of Haverhill  
And  
The Water/Wastewater Office and Technical Teamster  
Group Local 170

1. **Terms:** Effective from July 1, 2012 through June 30, 2013  
Effective from July 1, 2013 through June 30, 2014

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

Effective July 1, 2012	1.5%
Effective July 1, 2013	1.5%

3. **Article VII - 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.

4. **Article VII - 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.

5. **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 (PEC). All full-time employees are eligible for the existing health insurance offerings by the City of Haverhill.

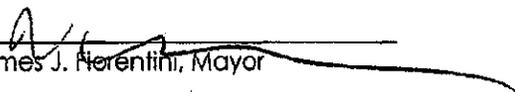
**6. Article XIII: Delete from contract:**

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: July 1, 2014

  
James J. Fiorentini, Mayor

  
Ed Adley, Teamsters Business Agent

\_\_\_\_\_  
William D. Cox, Jr., City Solicitor

  
John D'Aoust, Shop Steward



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

3.1.1

File 10 DAYS

ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
WATER/WASTEWATER  
OFFICE & TECHNICAL GROUP

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

Amend ARTICLE VIII: WAGES and CLASSIFICATIONS to read as follows:

EFFECTIVE 7/1/2012 1.5% (For current employees as of 7/1/10)

Water Maintenance Supervisor	\$1,369.57	\$1,422.93	\$1,463.30			
Treatment Plant Supervisor	\$1,369.57	\$1,422.93	\$1,463.30			
Computer Specialist	\$1,270.14	\$1,278.20	\$1,353.83			
Chemist	\$1,176.49	\$1,221.01	\$1,261.37			
Water Service Inspector	\$951.58	\$1,039.19	\$1,078.35			
Billing/Collector Manager	\$951.58	\$1,039.19	\$1,078.35			
Wastewater Facility Manager	\$1,198.26	\$1,254.78	\$1,311.28	\$1,369.57	\$1,422.95	\$1,463.30
Collection System Supervisor	\$1,198.26	\$1,254.78	\$1,311.28	\$1,369.57	\$1,422.95	\$1,463.30
Wastewater Chemist	\$894.22	\$990.69	\$1,136.36	\$1,176.49	\$1,221.01	\$1,261.37
Wastewater Head Mechanic	\$990.83	\$1,061.93	\$1,086.15	\$1,130.88	\$1,175.36	\$1,215.73
Executive Assistant to the Supt./Eng.	\$775.98	\$797.31	\$851.63	\$877.17	\$903.49	\$930.60
Chief Financial/Adminstrative Assistant	\$775.98	\$797.31	\$814.95	\$839.76	\$864.41	\$889.80

EFFECTIVE 7/1/2012 1.5% (For new hires after 7/1/10)

Water Maintenance Supervisor	\$1,329.68	\$1,381.49	\$1,420.68			
Treatment Plant Supervisor	\$1,329.68	\$1,381.49	\$1,420.68			
Computer Specialist	\$1,233.14	\$1,240.97	\$1,314.39			
Chemist	\$1,142.22	\$1,185.46	\$1,224.63			
Water Service Inspector	\$923.86	\$1,008.92	\$1,046.94			
Billing/Collector Manager	\$923.86	\$1,008.92	\$1,046.94			
Wastewater Facility Manager	\$1,163.36	\$1,218.24	\$1,273.08	\$1,329.68	\$1,381.50	\$1,420.68
Collection System Supervisor	\$1,163.36	\$1,218.24	\$1,273.08	\$1,329.68	\$1,381.50	\$1,420.68
Wastewater Chemist	\$868.17	\$961.83	\$1,103.26	\$1,142.22	\$1,185.46	\$1,224.63
Wastewater Head Mechanic	\$961.97	\$1,031.01	\$1,054.51	\$1,097.94	\$1,141.12	\$1,180.31
Executive Assistant to the Supt./Eng.	\$753.37	\$774.09	\$826.82	\$851.63	\$877.17	\$903.50
Chief Financial/Adminstrative Assistant	\$753.37	\$774.09	\$791.21	\$815.30	\$839.24	\$863.88
Business Manager	\$1,017.93	\$1,065.95	\$1,113.95	\$1,163.47	\$1,208.80	\$1,243.08

EFFECTIVE 7/1/2013 1.5% (For current employees as of 7/1/10)

Water Maintenance Supervisor	\$1,390.11	\$1,444.27	\$1,485.24
Treatment Plant Supervisor	\$1,390.11	\$1,444.27	\$1,485.24
Computer Specialist	\$1,289.19	\$1,297.37	\$1,374.13

Chemist	\$1,194.13	\$1,239.33	\$1,280.29			
Water Service Inspector	\$965.86	\$1,054.78	\$1,094.52			
Billing/Collector Manager	\$965.86	\$1,054.78	\$1,094.52			
Wastewater Facility Manager	\$1,216.23	\$1,273.61	\$1,330.95	\$1,390.11	\$1,444.29	\$1,485.24
Collection System Supervisor	\$1,216.23	\$1,273.61	\$1,330.95	\$1,390.11	\$1,444.29	\$1,485.24
Wastewater Chemist	\$907.63	\$1,005.55	\$1,153.41	\$1,194.13	\$1,239.33	\$1,280.29
Wastewater Head Mechanic	\$1,005.70	\$1,077.86	\$1,102.44	\$1,147.85	\$1,192.99	\$1,233.96
Executive Assistant to the Supt./Eng.	\$787.62	\$809.27	\$864.40	\$890.33	\$917.04	\$944.56
Chief Financial/Adminstrative Assistant	\$787.62	\$809.27	\$827.18	\$852.36	\$877.38	\$903.15

EFFECTIVE 7/1/2013 1.5% (For new hires after 7/1/10)

Water Maintenance Supervisor	\$1,349.63	\$1,402.21	\$1,441.99			
Treatment Plant Supervisor	\$1,349.63	\$1,402.21	\$1,441.99			
Computer Specialist	\$1,251.64	\$1,259.58	\$1,334.11			
Chemist	\$1,159.35	\$1,203.24	\$1,243.00			
Water Service Inspector	\$937.72	\$1,024.05	\$1,062.65			
Billing/Collector Manager	\$937.72	\$1,024.05	\$1,062.65			
Wastewater Facility Manager	\$1,180.81	\$1,236.52	\$1,292.18	\$1,349.63	\$1,402.22	\$1,441.99
Collection System Supervisor	\$1,180.81	\$1,236.52	\$1,292.18	\$1,349.63	\$1,402.22	\$1,441.99
Wastewater Chemist	\$881.19	\$976.26	\$1,119.81	\$1,159.35	\$1,203.24	\$1,243.00
Wastewater Head Mechanic	\$976.40	\$1,046.47	\$1,070.33	\$1,114.40	\$1,158.24	\$1,198.02
Executive Assistant to the Supt./Eng.	\$764.67	\$785.70	\$839.22	\$864.40	\$890.33	\$917.05
Chief Financial/Adminstrative Assistant	\$764.67	\$785.70	\$803.08	\$827.53	\$851.83	\$876.83
Business Manager	\$1,033.20	\$1,081.94	\$1,130.66	\$1,180.93	\$1,226.94	\$1,261.73

Approved as to legality:

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City Solicitor

67-H

BACKUP



DOCUMENT 67-H

# CITY OF HAVERHILL

In Municipal Council June 29, 2010

## ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
WATER/WASTEWATER OFFICE TECHNICAL GROUP

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

EFFECTIVE 7/1/2008 0%  
EFFECTIVE 7/1/2009 0%  
EFFECTIVE 7/1/2010 (CURRENT EMPLOYEES ONLY - 3% added to base)

	Step 1	Step 2	Step 3			
Finance Manager	\$ 1,620.51	\$ 1,683.68	\$ 1,731.42			
Water Maintenance Supervisor	\$ 1,322.87	\$ 1,374.42	\$ 1,413.40			
Treatment Plant Supervisor	\$ 1,322.87	\$ 1,374.42	\$ 1,413.40			
Computer Specialist	\$ 1,226.83	\$ 1,234.62	\$ 1,307.67			
Chemist	\$ 1,136.37	\$ 1,179.39	\$ 1,218.36			
Water Service Inspector	\$ 919.14	\$ 1,003.76	\$ 1,041.58			
Billing/Collector Manager	\$ 919.14	\$ 1,003.76	\$ 1,041.58			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Wastewater Facility Manager	\$ 1,157.40	\$ 1,212.00	\$ 1,266.57	\$ 1,322.87	\$ 1,374.43	\$ 1,413.40
Collection System Supervisor	\$ 1,157.40	\$ 1,212.00	\$ 1,266.57	\$ 1,322.87	\$ 1,374.43	\$ 1,413.40
Wastewater Chemist	\$ 863.72	\$ 956.91	\$ 1,097.61	\$ 1,136.37	\$ 1,179.39	\$ 1,218.36
Wastewater Head Mechanic	\$ 957.05	\$ 1,025.73	\$ 1,049.11	\$ 1,092.32	\$ 1,135.29	\$ 1,174.27
Executive Assistant to the Supt./Eng.	\$ 749.52	\$ 770.13	\$ 822.59	\$ 847.26	\$ 872.68	\$ 898.87
Chief Financial Administrative Assistant	\$ 749.52	\$ 770.13	\$ 787.17	\$ 811.13	\$ 834.94	\$ 859.46

EFFECTIVE 7/1/2010 (FOR EMPLOYEES HIRED AFTER 7/1/10)

	Step 1	Step 2	Step 3			
Finance Manager	\$ 1,573.31	\$ 1,634.64	\$ 1,680.99			
Water Maintenance Supervisor	\$ 1,284.34	\$ 1,334.38	\$ 1,372.23			
Treatment Plant Supervisor	\$ 1,284.34	\$ 1,334.38	\$ 1,372.23			
Computer Specialist	\$ 1,191.10	\$ 1,198.66	\$ 1,269.58			
Chemist	\$ 1,103.27	\$ 1,145.03	\$ 1,182.87			
Water Service Inspector	\$ 892.36	\$ 974.52	\$ 1,011.24			
Billing/Collector Manager	\$ 892.36	\$ 974.52	\$ 1,011.24			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Wastewater Facility Manager	\$ 1,123.69	\$ 1,176.70	\$ 1,229.68	\$ 1,284.34	\$ 1,334.39	\$ 1,372.23
Collection System Supervisor	\$ 1,123.69	\$ 1,176.70	\$ 1,229.68	\$ 1,284.34	\$ 1,334.39	\$ 1,372.23
Wastewater Chemist	\$ 838.57	\$ 929.04	\$ 1,065.64	\$ 1,103.27	\$ 1,145.03	\$ 1,182.87
Wastewater Head Mechanic	\$ 929.17	\$ 995.85	\$ 1,018.56	\$ 1,060.50	\$ 1,102.22	\$ 1,140.07
Executive Assistant to the Supt./Eng.	\$ 727.69	\$ 747.70	\$ 798.63	\$ 822.58	\$ 847.27	\$ 872.69
Chief Financial Administrative Assistant	\$ 727.69	\$ 747.70	\$ 764.24	\$ 787.50	\$ 810.62	\$ 834.43

EFFECTIVE 7/1/2011 2% (for current employees as of 7/1/10)

	Step 1	Step 2	Step 3			
Finance Manager	\$ 1,652.92	\$ 1,717.35	\$ 1,766.05			
Water Maintenance Supervisor	\$ 1,349.33	\$ 1,401.90	\$ 1,441.67			
Treatment Plant Supervisor	\$ 1,349.33	\$ 1,401.90	\$ 1,441.67			
Computer Specialist	\$ 1,251.37	\$ 1,259.31	\$ 1,333.82			
Chemist	\$ 1,159.10	\$ 1,202.97	\$ 1,242.73			
Water Service Inspector	\$ 937.52	\$ 1,023.83	\$ 1,062.41			
Billing/Collector Manager	\$ 937.52	\$ 1,023.83	\$ 1,062.41			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Wastewater Facility Manager	\$ 1,180.55	\$ 1,236.24	\$ 1,291.90	\$ 1,349.33	\$ 1,401.92	\$ 1,441.67
Collection System Supervisor	\$ 1,180.55	\$ 1,236.24	\$ 1,291.90	\$ 1,349.33	\$ 1,401.92	\$ 1,441.67

2011

Wastewater Chemist	\$ 881.00	\$ 976.05	\$ 1,119.57	\$ 1,159.10	\$ 1,202.97	\$ 1,242.73
Wastewater Head Mechanic	\$ 976.19	\$ 1,046.24	\$ 1,070.10	\$ 1,114.17	\$ 1,157.99	\$ 1,197.76
Executive Assistant to the Supt./Eng.	\$ 764.51	\$ 785.53	\$ 839.04	\$ 864.21	\$ 890.14	\$ 916.85
Chief Financial Administrative Assistant	\$ 764.51	\$ 785.53	\$ 802.91	\$ 827.35	\$ 851.64	\$ 876.65

EFFECTIVE 7/1/2011 2% (For new hires after 7/1/10)

	Step 1	Step 2	Step 3			
Finance Manager	\$ 1,604.78	\$ 1,667.33	\$ 1,714.61			
Water Maintenance Supervisor	\$ 1,310.03	\$ 1,361.07	\$ 1,399.68			
Treatment Plant Supervisor	\$ 1,310.03	\$ 1,361.07	\$ 1,399.68			
Computer Specialist	\$ 1,214.92	\$ 1,222.63	\$ 1,294.97			
Chemist	\$ 1,125.34	\$ 1,167.94	\$ 1,206.53			
Water Service Inspector	\$ 910.21	\$ 994.01	\$ 1,031.47			
Billing/Collector Manager	\$ 910.21	\$ 994.01	\$ 1,031.47			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Wastewater Facility Manager	\$ 1,146.17	\$ 1,200.24	\$ 1,254.27	\$ 1,310.03	\$ 1,361.08	\$ 1,399.68
Collection System Supervisor	\$ 1,146.17	\$ 1,200.24	\$ 1,254.27	\$ 1,310.03	\$ 1,361.08	\$ 1,399.68
Wastewater Chemist	\$ 855.34	\$ 947.62	\$ 1,086.96	\$ 1,125.34	\$ 1,167.94	\$ 1,206.53
Wastewater Head Mechanic	\$ 947.75	\$ 1,015.77	\$ 1,038.93	\$ 1,081.71	\$ 1,124.26	\$ 1,162.87
Executive Assistant to the Supt./Eng.	\$ 742.24	\$ 762.65	\$ 814.60	\$ 839.04	\$ 864.21	\$ 890.15
Financial Administrative Assistant	\$ 742.24	\$ 762.65	\$ 779.52	\$ 803.25	\$ 826.84	\$ 851.11

Amend Article XIV of Wastewater Ofc & Tech Group Contract and Article XIII of Water Ofc & Tech Group Contract by deleting the 2nd, 3rd & 4th paragraphs and in its place insert the following:

Effective July 1, 2011 the City's contribution to the HMO shall be 75% and the employee contribution shall be 25%. 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.

Delete Article VIII Section 8 (WW Ofc Tech) and Article VII Section 6 (W Ofc Tech) - Merit Rating System

Approved as to legality:

*Wastewater  
Auditor  
Personnel  
Main Code*

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

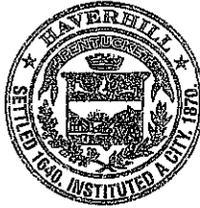
PLACED ON FILE for at least 10 days  
Attest:  
*Mr. G. Tooz*  
\_\_\_\_\_  
City Clerk

IN CITY COUNCIL: July 13 2010  
PASSED

Attest:  
*Mr. G. Tooz*  
\_\_\_\_\_  
City Clerk

APPROVED:  
*[Signature]*  
\_\_\_\_\_  
Mayor





JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

5.1.1

ROOM 100  
ER STREET  
1A 01830  
374-2300  
13-7544  
HAVERHILL.COM  
HILL.MA.US

July 17, 2014

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

**RE: Appointment – Haverhill Historic Commission**

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

I hereby appoint Judith Evanko, 9 Worthen Place, to the Haverhill Historic Commission.

This is a confirming appointment and I recommend your approval. This appointment will expire on July 22, 2015.

Very truly yours,

  
**James J. Fiorentini**  
Mayor

JJF/ah

July 3, 2014

To Whom It May Concern:

I am interested in working on the Haverhill Historical Commission. I am a retired social worker/case manager and after working for 44 years, I now have time to volunteer. I especially enjoy history and spend my vacation time visiting historic houses, cemeteries, museums and libraries. My work as a case manager required that I take family histories, help get documentation of special events, assist in tracking family members and doing research into resources. I can apply these same skills to researching historical events and people.

In the past, I have attempted to volunteer at Buttonwoods, but got little response from the people I spoke with. I have also contacted the Historical Commission, but never received a return call. Outreach to the community is most important, as we need the support of the citizens in any project that we do. Contact with the local newspaper is important, so our projects can receive good publicity. I am especially interested in signage in our historical cemeteries. My husband and I have visited many cemeteries this year and found only two cemeteries that offered something in writing, allowing us to appreciate the contributions of the people buried there.

We attended Team Haverhill and were inspired by the thoughtful insights of the people there. It led me to contact the Golden Hill School, the Pentucket Theatre and the Merrimack Valley Hospital expressing my interest in volunteering. Once again, not one return call. So, I am hoping that the article in the Boston Globe is serious and that these boards are truly looking for volunteers, perhaps for specific tasks. My time is valuable and I am not looking just to attend meetings, but to identify a specific need and address that issue.

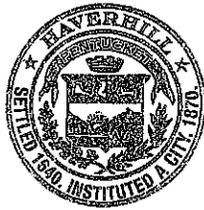
I know that Team Haverhill was going to look into a central clearing house for volunteer activities. I think that that is an excellent idea and much needed. I am open to discussing how my skills can best be utilized to help the city.

Judith Evanko

*Judith Evanko*  
978-374-6500

9 Worthen Pl  
Haverhill, ma  
01830

*Haverhill  
Historical  
Commission*



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  
CITY.HAVERHILL.MA.US

5.2.1

July 18, 2014

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

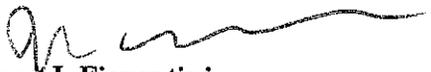
**RE: Appointment – Taskforce on Technology**

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

I hereby appoint Edward Oelerich, 21 Lincolnshire Drive, to the Taskforce on  
Technology Committee.

This is a non-confirming appointment and I recommend your approval. This  
appointment will expire on July 22, 2015.

Very truly yours,

  
**James J. Fiorentini**  
Mayor

JJF/ah

## **Edward T. Oelerich**

21 Linclonshire Dr. Bradford, MA. 01835 (508) 372-8802

### **SENIOR IT DIRECTOR**

Dynamic and resourceful IT Executive with broad background in all facets of IT management. Excels at executing and delivering complex, enterprise level initiatives. Accomplished leader who builds and strengthens collaborative relationships and partnerships. Proven track record of leading revenue generating and expense reduction initiatives. Thrives in and is a leader of change, manages diverse, geographically distributed teams and is "driven to succeed".

### **CORE COMPETENCIES**

Systems Infrastructure Management  
Solution Acquisition and Deployment  
Cost Optimization and Reduction

Service Desk Management  
Business Continuity and Crisis Response  
Enterprise Level Incident Management

Strong IT Leadership  
Data Center Migration  
Technology Integration

### **EXPERIENCE**

**BNY Mellon, Westborough, MA**

**2010 – 2013**

**Managing Director - GIS Integration Program Manager**

**2010 – 2013**

Conducted due diligence and day zero integration including HR and Finance, technology re-branding, and organizational integration. Led Phase 2 integration including scope definition, technology platform migrations, migrating 4,200+ staff to new infrastructure assets and products, data center migrations and customer/partner connectivity re-engineering. Created and implemented custom end to end integration methodology.

- Led integration team that received 2010 and 2011 'Best in Class' Award for seamless cross-department execution of day 1 technology integration and post close technology migration and standardization under very aggressive timelines.

**PNC Global Investment Servicing, Westborough, MA**

**2007 – 2010**

**Sr. Director / Vice President**

- Manager of a distributed staff of 120 System professionals within Corporate Systems. Functional responsibilities include Server and Desktop Administration, Software Control, Data Security, Production/Test Environmental Support, SuRPAS Operations and Infrastructure Management, Project Tracking, Report Output Distribution, Financial Control Reporting, Mainframe Capacity Management, and Transmission Operations.
- Responsible for the management of PNC's Corporate Service Desk, charged with providing service to over 32,000 employees and in excess of 100 external Corporate Clients.

**PFPC Inc, Westborough, MA**  
**Systems Director**

**1990 – 2007**

- Directed the efforts of staff to implement, enhance and maintain controls over software on multiple platforms to insure the integrity of changes introduced to FDISG clients; ensure the protection of FDISG and FDISG client data against accidental and/or intentional destruction or misuse through stringent security controls; provide onsite first level support for all batch application processing; and to implement, enhance, and maintain a complement of corporate support systems which facilitate project tracking, communication, report and tape output distribution, and financial control reporting.
- Responsible for the management of the relationship between FDISG and First Data Corporation's Data Center, First Data Technologies. Accountabilities in this role are performed through matrix management of systems personnel to track and resolve all FDISG / FDT Change Control and Problem Management issues.
- Initiate, coordinate, and facilitate the efforts of all systems areas to identify and implement Corporate cost saving initiatives.
- Lead contributor in the successful efforts to create and implement a corporate strategy to downsize legacy mainframe systems to a LAN based environment. This effort resulted in a Corporate model for bi-directional synchronous multi-platform software version control and configuration management.

**Bank of New England, Boston, MA**  
**Senior Systems Analyst / Systems Manager**

**1983 - 1990**

- Manager of a team of programmers and analysts responsible for the development and maintenance of financial systems. These system included Accounts Payable, Salary and Corporate Operating systems, and Electronic Funds Transfer system.
- Responsibilities included conducting and participating in planning, functional, and design meetings with all levels of bank management.
- Lead team member responsible for the design, development, and implementation of BNE's Corporate Budget System developed in a CICS environment.

**CCH Computax, Wilmington, MA**  
**Programmer Analyst**

**1980 - 1983**

- Analyzed, coded financial applications for the Tax Division in Assembler, COBOL on IBM and Prime computers.
- Designed data entry subsystem supporting online system.
- Designed high-level systems, database, and detailed specifications to convert tax applications from a Prime-750 environment to IBM using ADABAS as the DBMS.

21 Linclonshire Dr. Bradford, MA. 01835 (508) 372-8802

**EDUCATION**

1972 - State University of New York	B.S. Accounting
1979 - Grumman Data Systems Institute	Programming Degree
1995 - Boston University	Project Management Certificate

**TECHNICAL SUMMARY**

**Software:** COBOL, CICS Command Level, Assembler, OS JCL, Endeavor/MVS, Endeavor/WS, PVCS, ISPF Dialog Manager, Microsoft Office, Microsoft Project

**Hardware:** IBM Mainframes, Prime-750, NEC Image 466, IBM Compatible PC's

**References will be furnished upon request.**



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
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FAX 978-373-7544

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A  
CITY OF HAVERHILL, MA  
WWW.HAVERHILL-MA.COM  
US

5.2.2

July 17, 2014

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

**RE: Appointment – Energy Taskforce Committee**

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

I hereby appoint Stephen Paraskivas of 9 Worthen Place, to the Energy Taskforce Committee.

This is a non-confirming appointment and I recommend your approval. This appointment will expire on July 22, 2015.

Very truly yours,

  
**James J. Fiorentini**  
Mayor

JJF/ah

July 3, 2014

To Whom It May Concern:

I am looking into two committees: the Energy Taskforce Committee and the Haverhill Historical Commission. I have a strong background in air pollution, industrial wastewater treatment, chemical processing systems. I owned my own company as a manufacturer's representative and was a salesman for 25 years. My main task was to service my customers with audits, choosing the right equipment and making sure that the equipment worked properly. I want to be sure that my skills are appropriate for the committee served.

I am interested in the Historical Commission because my wife is also interested in that topic. For example, when we were in an art museum in Florida, I noticed a painting by a famous Haverhill artist, Henry Bacon. His picture is not on the wall of the Haverhill Library, so I am interested in his background and hope to acknowledge his contribution to the town's reputation. We have lived in Haverhill for 34 years and everywhere we go, we find someone who has lived or passed through our city. We are famous and people speak highly of our city.

Years ago, I worked on the Arts Commission. Working on a team is not easy. We didn't meet our goal and met with much frustration, but I am ready to try again. I am retired and able to give time to a realistic plan. I hope that I can find a good match for my skills.

Stephen Paraskivas

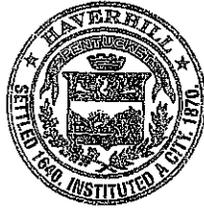
Stephen Paraskivas  
978-374-6500

9 Worthen Pl

Haverhill, ma 01830

Energy Taskforce

2



JAMES J. FIORENTINI  
MAYOR

**CITY OF HAVERHILL  
MASSACHUSETTS**

CITY HALL ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
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WWW.CI.HAVERHILL.MA.US

July 17, 2014

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

**RE: Appointment – Energy Taskforce Committee**

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

I hereby appoint Colin LePage, 5 Sunrise Drive, to the Energy Taskforce Committee.

This is a non-confirming appointment and I recommend your approval. This appointment will expire on July 22, 2015.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/ah



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
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FAX 978-373-7544  
MAYOR@CITYOFHAVERHILL.COM  
WWW.CI.HAVERHILL.MA.US

July 18, 2014

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

**RE: Appointment – Energy Taskforce Committee**

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

I hereby appoint Patrick Lawlor, 25 Lakeview Ave, to the Energy Taskforce Committee.

This is a non-confirming appointment and I recommend your approval. This appointment will expire on July 22, 2015.

Very truly yours,

  
**James J. Fiorentini**  
Mayor

JJF/ah

**Patrick J. Lawlor**  
25 Lakeview Avenue  
Haverhill, MA 01830  
978-476-2900  
[Patrickjameslawlor@gmail.com](mailto:Patrickjameslawlor@gmail.com)

## **PROFESSIONAL EXPERIENCE**

### **Commonwealth of Massachusetts Division of Insurance**

#### *Communications Specialist*

*Aug. 2013- Present*

Responsible for managing communications and press inquiries; manage and respond to legislative requests and pending legislation; track pending legislation pertaining to the insurance industry; attend legislative hearings on behalf of the Commissioner of Insurance; maintain, build and foster working relationships with legislators and their staff; develop and distribute consumer resource guides; manage the Division's outreach and consumer education programs; direct and carry out operations and administrative upgrades. Report directly to the Deputy Commissioner for Communications and Operations and the Commissioner of Insurance

#### *Communications & External Affairs Contractor*

*June 2012-July 2013*

Establish social media presence; establish legislative tracking programs; assist in communications projects that enhance consumer experience and awareness of insurance regulatory matters; brief legislative and Governor's office staff on insurance regulatory matters; create and distribute consumer education materials; direct website reconstruction.

### **The Beacon Newspaper**

#### *Editor in Chief*

*Mar. 2012- May 2013*

Served as general manager of Merrimack College's student newspaper. Responsible for the supervision of eight editors and 25 staff members; chief content manager, directing editorial decisions and coordinating major lead and investigative reports; created recruitment programs that increased staff size and leadership team; developed website and oversaw two format re-designed. Increased advertising revenue 300% and readership by 50%. Previously held positions: Associate Editor in Chief/Business Manager and staff writer.

### **Massachusetts House of Representatives**

#### **Committee on Ways and Means**

#### *Legislative Intern*

*Jan. 2011- Feb. 2012*

Assisted with constituent relations and fostered relationships with constituents on behalf of the Representative; answer requests from representatives, legislative staff and other key stakeholders about state budget considerations.

#### **Committee on Economic Development and Emerging Technologies**

#### *Legislative Intern*

Assisted with constituent relations and developed database of constituents for tracking and mass communications purposes; provided research analysis for expanded gaming legislation; oversaw two other interns.

## **EDUCATION & SKILLS**

### **Merrimack College**

*Graduated May 2013*

Bachelor of Arts in Criminology, Minor in Communications

GPA: 3.60

Awards: Travis G. Kong Award for Outstanding Service; Class of 2013 Leader Award

**Skills:**

Proficient in Microsoft Office and corresponding software, Photoshop, Quark, Instatrac , WordPress, and Adobe Suites for Mac and PC.

**DESIGNATIONS**

Associate Member, Association of Fraud Examiners

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

5.2.2.2  
7

ROOM 100  
VER STREET  
MA 01830  
3-374-2300  
373-7544  
HAVERHILL.COM  
ERHILL.MA.US

July 18, 2014

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

**RE: Appointment – Route 110 Park Advisory Committee**

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

I hereby appoint James Ferguson III, 9 Ahern Circle, to the Route 110 Advisory Committee.

This is a non-confirming appointment and I recommend your approval. This appointment will expire on July 22, 2015.

Very truly yours,

  
**James J. Fiorentini**  
Mayor

JJF/ah

# JAMES E. FERGUSON III

(339) 234-1436

E-Mail: james.e.ferguson.iii@gmail.com

9 Ahern Circle

Haverhill, MA 01832

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## SELECTED ACCOMPLISHMENTS

- Completed Property Management Certificate Program, Northern Essex Community College (2012)
- Graduated cum laude in Commonwealth (Honors) College at University of Massachusetts, Amherst with Bachelors of Science degrees in both Physics and Astronomy, with an overall GPA of 3.42 (2007)
- Salutatorian of Quaboag Regional High School graduating class (2003)

## PROFESSIONAL EXPERIENCE

### **COLDWELL BANKER COMMERCIAL (CBC), Andover, MA**

#### Sales Associate

2014

Responsible for managing transactions and contracts involving the purchase and lease of real property

- Chosen to complete 48 hours of CBC training and the CCIM Intro course to be the only certified CBC Accredited Commercial Associate in the Andover office, and an additional 6 hours of investment property and 1031 exchange education
- Currently representing four commercial buyer and tenant clients in the Andovers
- Developed enhanced APOD spreadsheet for more comprehensive property financial analysis

### **COLDWELL BANKER RESIDENTIAL BROKERAGE (CBRB), Andover, MA**

#### Sales Associate

2013-Present

Responsible for lead generation and facilitating transactions for the purchase or rental of real property

- Developed unique spreadsheet method for cross-checking expired listings with more current listings to efficiently identify a preliminary list of potential expired leads
- Receiving significant praise for open house hosting and reporting of results from affiliated agents

### **HARRIS MILLER MILLER & HANSON INC. (HMMH), Burlington, MA**

#### Senior Consultant

2007-2013

Responsible for managing personnel and system resources to facilitate the completion of highway transportation and HUD-related noise projects according to federal, state, and municipal policies

- Since July of 2011, planned, managed, and delegated tasks to up to five staff members concurrently in order to finalize two years of backlogged projects, all with tight deadlines, to the complete satisfaction of multiple DOT clients and with much praise and appreciation from senior HMMH management
- Performed field survey of existing land use and researched and reviewed proposed development plans in a high growth area near Arcola, Virginia by Buchanan Partners, KLNB Retail, and Van Metre for the Dulles Air Cargo, Passenger, and Metro Access Highway study for Whitman, Reardon & Associates, LLP
- Assumed role of project manager and effectively completed the complicated Ohio River Bridges, Utica Approach and Pennsylvania Turnpike Widening Milepost 320-326 studies under heavy deadline pressure during company emergency when several key senior personnel left simultaneously
- Presented to members of the Virginia DOT noise office and financial personnel during an interview for a 3-year on-call contract, which HMMH was awarded and has received ten substantial projects through the contract to-date, which resulted in HMMH's Highway Group's most profitable fiscal year in company history
- Authored proposal for a HUD compatibility study in Pawtucket, RI, reviewing and incorporating all subjects within the Noise Guidebook for a multi-family rehabilitation project near an interstate
- On numerous projects where HMMH was contracted with MassDOT and VDOT, coordinated with municipal building inspectors affiliated in town or county departments to research, request information, and assess noise at undeveloped, but permitted structures associated with developments within study areas

## SOFTWARE EXPERIENCE

- Windows
- Microsoft Excel
- Microsoft Word
- Microsoft Outlook
- Google Calendar
- QGIS 2.0.1
- Microstation V7, V8, V8i
- AutoCAD LT 2008, 2010
- ESRI ArcGIS 9.3, 10.0

2



JAMES J. FIORENTINI  
MAYOR

**CITY OF HAVERHILL  
MASSACHUSETTS**

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

July 18, 2014

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

**RE: Appointment – Route 110 Park Advisory Committee**

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

I hereby appoint Stephen Breen, 38 Forest Street, to the Route 110 Advisory Committee.

This is a non-confirming appointment and I recommend your approval. This appointment will expire on July 22, 2015.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/ah

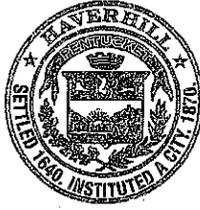
Stephen Breen  
38 Forest Street  
Haverhill, MA 01832  
978.758.8820

- 2013-2014 Volunteer at Haverhill's River Park. Opened and closed the park and assisted clean-up.
- 1990-2005 Interface Foundation in Cambridge, Newton, and Watertown MA. Program Coordinator
- Managed over 200 different programs each year, supporting national and local teachers and presenters like Deepak Chopra, Marianne Williamson, Bernie Segal, Carolyn Myss, and John Cabot-Zinn. Additional responsibilities were to receive class tuition and make bank deposits of monies from attendees at end of day. Worked with other staff to insure the safety of women attending Woman's programming also supporting LGBT individuals and classes. Helped create internal training programs regarding sexual harassment.
- I supervised 70-100 Volunteers, creating policies and training guides for new and established individuals for volunteers of all creeds and ages. These guides and policies insured a supportive environment for paid participants to attend classes and programs of social, educational, and spiritual nature. Part of my responsibilities were to document attendance, areas of training, and the awarding of volunteer benefits.
- Employee of the year, as voted by staff, in 1995
- 1990-1995 Worked with Mayor John Rabbit of Woburn doing research on Horn Pond's history and how to make it more inviting for residents and visitors. Woburn updated roads, walkways, and exercise trails around the pond. Invited residents to purchase benches dedicated to loved ones. Woburn saw an 20% increase in use by residents and visitors to Horn Pond after the improvements.
- 1980-1993 United Methodist Church, Woburn MA 01801 Lay Minister
- As a Lay Minister, I assisted the Pastoral Committee and the Minister in creating programs for members of the congregation to led worship four times a year. Co-chair of various committees and Fairs within the church reporting to the Minister increasing revenue to the church by over 30% from previous years. Co-led the Methodist Senior Youth programs.
- 1970-1977 Jaycees of Woburn, MA
- Assisted in training residents for various field volunteer opportunities within the City of Woburn, MA while supporting civic pride and local political events of interest to the community. Invited Woburn High School students to share in civic pride programming with visits to the annual Civic Awareness Day.
- 1963-1968 First Baptist Church, Stoneham, MA and United Methodist Church, Woburn, MA
- Taught Sunday School, Supported Junior and Senior High school students in their religious studies.

## References

Phil and Beverly Johnston  
Marshfield  
1.781.834.6948

Robert Irving  
Salisbury, NH  
1.603.344.6488



JAMES J. FIORENTINI  
MAYOR

**CITY OF HAVERHILL  
MASSACHUSETTS**

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HAVERHILL, MA 01830  
PHONE 978-374-2300  
FAX 978-373-7544  
MAYOR@CITYOPHAVERHILL.COM  
WWW.CI-HAVERHILL.MA.US

July 18, 2014

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

**RE: Appointment – Route 110 Park Advisory Committee**

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

I hereby appoint Vinny Ouellette, 108 Whittaker Ave, to the Route 110 Advisory Committee.

This is a non-confirming appointment and I recommend your approval. This appointment will expire on July 22, 2015.

Very truly yours,

  
**James J. Fiorentini**  
Mayor

JJF/ah

4



JAMES J. FIORENTINI  
MAYOR

**CITY OF HAVERHILL  
MASSACHUSETTS**

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WWW.CI.HAVERHILL.MA.US

July 18, 2014

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

**RE: Appointment – Route 110 Park Advisory Committee**

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

I hereby appoint Richard LeBlond, 242 Broadway, to the Route 110 Advisory  
Committee.

This is a non-confirming appointment and I recommend your approval. This  
appointment will expire on July 22, 2015.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/ah



Hearing October 7, 2014  
**Haverhill**

Engineering Department, Room 214  
Tel: 978-374-175  
John H. Pettis  
JPett

175  
eer  
jm

6.1.1.

July 9, 2014

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHII  
MEMBERS OF THE CITY COUNCIL**

**Subject: *Countess Street – Revised Layout***

It has come to our attention that access to dwellings on Countess Street is by crossing an unnamed City right of way that is adjacent to and parallel with Amesbury Road (Route 110). Northpoint Survey Services has developed the attached plan to properly address this situation. The aforementioned City right of way would become part of the Countess Street right of way. Two homes currently off of the City right of way can then be addressed with Countess Street addresses, eliminating current confusion.

Per standard procedure, please place this item on the agenda of the next City Council meeting and refer this to the August Planning Board meeting. The item can then go back to City Council for official vote regarding the layout change.

Please contact me if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox, Pillsbury, Bowden

Hearing August 19  
MUNICIPALITY  
10/4

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

Andover, Mass.,

6.12

To the City Council  
of Haverhill, Massachusetts.

VERIZON NEW ENGLAND INC. (Formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) and MASSACHUSETTS ELECTRIC COMPANY (NORTH ANDOVER) request permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:-

SALEM STREET – Place one (1) Stub Pole

Locations approximately as shown on Plans attached

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-Verizon PLAN NO. 744 Dated 06-20-2014.

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

Your petitioners agree to reserve space at a suitable point on each of said poles for the limited purpose of attaching one-way low voltage fire and pole signaling wires for public safety purposes only.

VERIZON NEW ENGLAND INC.  
(Formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH )

By Robert Gault  
Manager

MASSACHUSETTS ELECTRIC COMPANY (NORTH ANDOVER)

By Chris RAOJIN *RM*  
Distribution Engineering

# PETITION PLAN

MUNICIPALITY



Pet. #744  
Date: June 230, 2014

Municipality: HAVERHILL, Massachusetts  
Verizon New England Inc. and Massachusetts Electric Company  
Showing: **Proposed Joint Pole Location**



NOTE: Place stub pole to support pole line on Agawam Avenue.



Prepared By SC/lg

DISTANCES SHOWN ARE APPROXIMATE

Checked By *SC*  
Order #1A0CV2Q

### LEGEND

- |  |   |   |   |
|--|---|---|---|
|  | - Proposed Verizon Pole Location        |  | - Proposed Joint Pole Location              |
|  | - Verizon Pole Location to be Abandoned |  | - Existing Joint Pole to Remain             |
|  | - Verizon Co. Pole to Remain            |  | - Present Joint Pole Location to be Removed |
|  | - Existing Verizon Manhole              |  | - PROPOSED Underground Conduit              |
|  | - Proposed Verizon Manhole Location     |   |   |

CITY OF HAVERHILL  
APPLICATION FOR HANDICAP PARKING SIGN

\*NEW \_\_\_\_\_  
\*RENEWAL \_\_\_\_\_

6.2.1

DATE OF REQUEST \_\_\_\_\_ DATE OF APPROVAL \_\_\_\_\_

NAME: Obdulio Mercado

ADDRESS: 55 Franklin street, Haverhill, Ma. 01830

TELEPHONE #: Home-978-521-2079-Cell-978-290-0082

VEHICLE TYPE: 2005 Chrysler Mini Van

PLATE #: 39LY94

Do you currently have off street parking at your residence? \_\_\_ Yes  No

If yes, why is there a need for a handicap parking sign? \_\_\_\_\_

Did you have a handicap parking sign at a previous address? \_\_\_ Yes  No

If yes, location? \_\_\_\_\_

Obdulio Mercado  
Applicant Signature

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

\_\_\_\_\_ Approve  Denied

\_\_\_\_\_ Reason for denial

Alan R. [Signature]  
Chief of Police Signature

\_\_\_\_\_ Approve \_\_\_\_\_ Denied

\_\_\_\_\_ Reason for denial

\_\_\_\_\_  
City Council Approval

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

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

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

**P03794853**

**Expires:**

**05-13-16**

**Disabled Persons  
Parking Identification Placard**



**MERCADO**

**OBDÚLIO**

**Commonwealth of  
Massachusetts**





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

Alan R. DeNaro  
Chief of Police

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

July 18, 2014

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

Re: Request for Handicap Parking Space – 55 Franklin Street

Dear President Michitson & Councilors:

We have evaluated the request of Mr. Obdulio Mercado for a handicap parking spot on the west side of Franklin Street. Mr. Mercado originally advised that he had no off street parking. Upon further review, Mr. Mercado has a large driveway, which can easily hold two vehicles. When questioned, Mr. Mercado stated that those spaces were utilized by his daughter and son in law (neither of which are disabled). Franklin Street does not currently have an abundance of on street parking and to approve a handicap spot would further complicate parking for the remainder of the citizens in the area. It is my recommendation that Council deny this request. I have attached a copy of Traffic Safety Officer Powell's evaluation of the handicap parking request. Should you need any additional information please feel free to contact me.

Sincerely,

Alan R. DeNaro  
Chief of Police

Get Mail Compose Calendar Tasks Notes Documents **WorldClient**

**Message**  
 Contacts Options Help Sign Out

Destination Folder  Copy Move

From: "Officer Lance M. Powell" <lpowell@haverhillpolice.com>   
 To: "Captain Michael J. Wrenn" <mwrenn@haverhillpolice.com>  
 Cc: "Chief Alan R. Denaro" <adenaro@haverhillpolice.com>  
 Date: 07/17/2014 02:36 PM  
 Subject: Handicap parking sign request for 55 Franklin St.

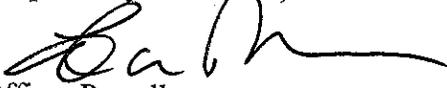
Sir,

On July 17, 2014 at approximately 1100 hrs. I went to 55 Franklin St. in regards to a handicap parking sign request. I spoke with the applicant, Mr. Obdulio Mercado. He advised me that he needs a handicap sign placed on the west side of Franklin St. He does currently have a Massachusetts handicap placard in the listed vehicle on the application. He also owns another vehicle which he parks on the street. He indicated on his application that he does not have off street parking. After further review it appears that his home at 55 Franklin St. has a fenced in driveway. The driveway has ample room for at least two (2) vehicles. He advised me that his son-in-law and daughter use those spots. He advised me that neither are disabled.

Franklin St. is a heavily congested area. There are current Haverhill City Ordinances in effect that prohibit parking on the east side, which is the side his home is located. There is also no parking in front of 60 Franklin St. The proposed location would be directly across the street from his home at 56 Franklin St. He states that this would make it more convenient for him to have a spot near his home. It is apparent that he already occupies a spot in front of his home with his 2nd vehicle and the fact that his family members park inside the gated driveway leaves no guarantee for the households 4th vehicle, his vehicle to receive premium parking in the area. I suggested that he could utilize the off street parking and that a capable member of his family could park on the street. He disagreed. He also stated that he needs this spot more so in the winter months.

At this time after reviewing the facts, in particular the fact that he owns 2 vehicles and his families unwillingness to allow him an off street parking spot, I feel that a handicap parking sign in this area would not be suitable. I do not recommend it at this time.

Respectfully Submitted,



Officer Powell

[lpowell@haverhillpolice.com](mailto:lpowell@haverhillpolice.com)

Message Listing

Previous Message

Next Message

Next Unread

Reply to Sender

Reply to All

Forward Message

Forward As Attachment

Name of Street Location	Regulation	Hours/Days
67 Fourth Avenue <b>[Added 7-28-1998 by Doc. 23-F;                      repealed 8-10-2010 by Doc.                      16-Q]</b>		
Franklin Street		
From Winter Street to Charles Street, both sides	No parking	—
Franklin Street on east side from Charles Street to 5th Avenue <b>[Added 8-22-2006 by Doc. 29-S]</b>	No parking	24 hours
50 Franklin Street <b>[Added 12-9-2003 by Doc. 15-T;                      repealed 2-11-2014 by Doc. 12-C]</b>		
59 Franklin Street <b>[Added 4-29-2003 by Doc. 15-E;                      repealed 12-7-2004 by Doc. 12-S]</b>		
60 Franklin Street <b>[Added 12-17-2013 by Doc. 32-I]</b>	No parking	24 hours
60 Franklin Street <b>[Added 6-24-2008 by Doc. 20-F;                      repealed 8-10-2010 by Doc. 16-R]</b>		
60 Franklin Street <b>[Added 4-5-2011 by Doc. 7-E;                      repealed 8-21-2012 by Doc. 21-H]</b>		
In front of Nos. 254 to 256 <b>[Added 8-25-1987 by Doc. 23-D;                      amended 7-12-1994 by Doc.                      54-G]</b>	No parking	Sat. and Sun. inclusive
In front of No. 256 <b>[Added 4-10-2007 by Doc. 14-I;                      repealed 8-11-2009 by Doc.                      58-D]</b>		
Freeman Street <b>[Added 3-7-1989 by Doc. 9-E]</b>		



**Ha** *6.2.14* **II**

Phone: 9

Room 118  
1-373-8490  
verhill.com

Date: JUN 27 2014

Honorable President and Members of the Municipal Council:

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

Organization: AHS Football Applicant's Name: Colleen Ronici  
Applicant's Residence: 236 Salem St Haverhill Applicant's Signature: Colleen Ronici

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

Date of Tag Day Request(s): SUNDAY AUGUST 3 Date-solicitation on Public Way: N/A

Canister: \_\_\_ Tag: \_\_\_ Fee: \$ NC

**Street Locations (Select Below):**

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

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

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

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

**Off Street Locations (Specify Other):**

Dunkin Donuts

Papa Gino's

Heavenly Donuts

Recommendation by Police Chief:  Approved **Office Use Only**  
 Denied Police Chief

*Al R. [Signature]*

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

Attest: \_\_\_\_\_

City Clerk

# CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

6.4.11

The undersigned respectfully asks that he may receive a License:

Roller Skating Rink (TYPE OF LI

Place of business being:

Skate land (NAME OF PLACE)

19 Railroad av (PO Box 5270) (Address)

MARC PINE  
PRINT APPLICANT NAME

HAVERHILL, June 11, 2014

## OFFICE USE ONLY

RENEW

No. \_\_\_\_\_

FEE 100.00 <sup>#</sup> annual

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_, CITY CLERK

APPROVED

DENIED \_\_\_\_\_

Al R. [Signature]

POLICE CHIEF

MORE INFO ON BACK

# CITY OF HAVERHILL

6.4.12

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a License:

Sunday - Roller Skating (TYPE OF

Place of business being: 38 Sundays

Skate Land (NAME OF PLACE)

19 Railroad av (Address)

PO Box 5270

Marc Sigurd  
PRINT APPLICANT NAME

HAVERHILL, June 11, 2014

### OFFICE USE ONLY

RENEW

10.00 <sup>#</sup> per Sunday

No. 38 Sundays

FEE \$380.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_, CITY CLERK

APPROVED

DENIED \_\_\_\_\_

AL R. R.

POLICE CHIEF



# Haverhill 1

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

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A L

64116 <sup>14</sup>  
1 <sub>YER</sub>

Drainlayer's Name: Shawqi Alsaadi Signature: [Signature]  
Business Name: Revoli Construction Co Inc  
Business Address: 90 Earls Way  
City Franklin State MA Zip 02038  
Business Phone: 508.520.2350 Fax: 508.520.2355

*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

43

43  
Hearing June 17 2014

MAGNUM PARTNERS, LLC  
10 GEORGE STREET, SUITE 210  
LOWELL, MASSACHUSETTS 01852  
(978) 452-5732  
Facsimile: (978) 453-8887

7.1

March 31, 2014

John J. Michitson, President  
Haverhill City Council  
4 Summer Street - Room 118  
Haverhill, Massachusetts 01831

RE: Magnum Partners, LLC  
Street Acceptance

Dear Mr. Michitson,

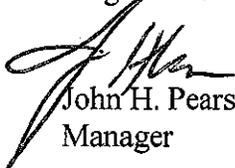
We hereby request the City of Haverhill to accept the following streets and roadways located at our Magnavista subdivision:

Perspective Drive  
Magnavista Drive

We waive the sixty-five (65) day hearing requirement.

Thank you.

Very truly yours,  
Magnum Partners, LLC

  
John H. Pearson, Jr.  
Manager

JHP, Jr:if  
Cc: Stephen J. Doherty  
Nels A. Palm  
William Pillsbury, Planning & Development  
John Pettis, Engineering

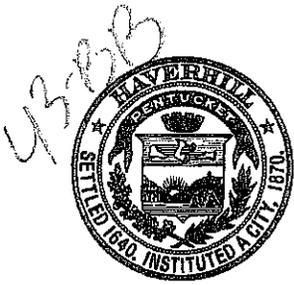
IN CITY COUNCIL: April 8 2014  
REFER TO PLANNING BOARD and  
VOTED: that COUNCIL HEARING BE HELD JUNE 17 2014  
Attest:

\_\_\_\_\_  
City Clerk  
IN CITY COUNCIL: June 24 2014  
HEARING POSTPONED TO JULY 22 2014

c:\data\MAGNUM\street acceptance request to Haverhill city council-5-5-14

IN CITY COUNCIL: May 20 2014  
HEARING POSTPONED TO JUNE 24 2014  
Attest:

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



Document 43-BB

CITY OF HAVERHILL  
In Municipal Council 43-BB

7, 1, 2

IT APPEARING that the common convenience and n  
require it,

It is hereby

Ordered: That the following street herein described be accepted as a  
Public Way

Magnavista Drive

Beginning at a stone bound, on the southwesterly sideline of Gile Street at it's intersection with the southeasterly sideline of Magnavista Drive and Lot 31 as shown on a plan entitled, Street Acceptance Plan of Magnavista Drive & Perspective Drive located in Haverhill, Ma. dated March 17,2014, by Christiansen & Sergi,Inc., Haverhill, Ma.;

Thence S 50°09'27" W a distance of 314.57 feet to a stone bound;

Thence with a curve turning to the right an arc length of 260.31 feet, a radius of 536.72 feet, with a delta angle of 27°47'19", to a stone bound;

Thence with a reverse curve turning to the left an arc length of 68.72 feet, a radius of 550.00 feet, with a delta angle of 07°09'33", to a stone bound;

Thence with a reverse curve turning to the right an arc length of 138.98 feet, a radius of 295.00 feet, with a delta angle of 26°59'34", to a stone bound;

Thence with a reverse curve turning to the left an arc length of 36.36 feet, a radius of 245.00 feet, with a delta angle of 08°30'11", to a stone bound;

Thence with a reverse curve turning to the right an arc length of 466.27 feet, a radius of 325.00 feet, with a delta angle of 82°12'03", to a railroad spike;

Thence N 08°31'21" W a distance of 68.69 feet to a stone bound;

Thence S 83°44'18" E a distance of 51.71 feet to a stone bound;

Thence S 08°31'21" E a distance of 55.50 feet to a railroad spike;

Thence with a curve turning to the left an arc length of 394.54 feet, a radius of 275.00 feet, with a delta angle of 82°12'03", to a stone bound;

Thence with a reverse curve turning to the right an arc length of 43.78 feet, a radius of 295.00 feet, with a delta angle of 08°30'11", to a stone bound;

Thence with a reverse curve turning to the left an arc length of 115.42 feet, a radius of 245.00 feet, with a delta angle of  $26^{\circ}59'34''$ , to a point;

Thence with a reverse curve turning to the right an arc length of 74.97 feet, a radius of 600.00 feet, with a delta angle of  $07^{\circ}09'33''$ , to a point;

Thence with a reverse curve turning to the left an arc length of 194.00 feet, a radius of 400.00 feet, with a delta angle of  $27^{\circ}47'19''$ , to a stone bound;

Thence N  $50^{\circ}09'27''$  E a distance of 331.46 feet to a stone bound;

Thence with a curve turning to the left an arc length of 38.84 feet, a radius of 25.00 feet, with a delta angle of  $89^{\circ}00'45''$ , to a stone bound;

Thence S  $38^{\circ}51'18''$  E a distance of 84.58 feet to a stone bound and the point of beginning;

Meaning and intending to describe Magnavista Drive as shown on a plan entitled, Street Acceptance Plan of Magnavista Drive & Perspective Drive located in Haverhill, Ma. dated March 17, 2014, by Christiansen & Sergi, Inc., Haverhill, Ma.

POSTPONED TO JULY 22 2014

Attest:

---

City Clerk

43-B



Document 43-B

**CITY OF HAVERHILL**  
In Municipal Council June 24 2014

7.1.1  
2 St. orders

**IT APPEARING** that the common convenience and need require it,

It is hereby

**Ordered:** That the following street herein described be accepted as a **Public Way**

Perspective Drive

Beginning at a stone bound, on the southwesterly sideline of Magnavista Drive at its intersection with the southeasterly sideline of Perspective Drive and Lot 23 as shown on a plan entitled, Street Acceptance Plan of Magnavista Drive & Perspective Drive located in Haverhill, Ma. dated March 17, 2014, by Christiansen & Sergi, Inc., Haverhill, Ma.;

Thence with a curve turning to the left an arc length of 36.41 feet, a radius of 25.00 feet, with a delta angle of 83°26'15", to a stone bound;

Thence S 36°14'44" W a distance of 150.76 feet to a stone bound;

Thence with a curve turning to the right an arc length of 105.03 feet, a radius of 295.00 feet, with a delta angle of 20°23'56", to a stone bound;

Thence S 56°38'41" W a distance of 75.80 feet to a stone bound;

Thence with a curve turning to the left an arc length of 23.55 feet, a radius of 25.00 feet, with a delta angle of 53°58'05", to a stone bound;

Thence with a reverse curve turning to the right an arc length of 301.53 feet, a radius of 60.00 feet, with a delta angle of 287°56'10", to a stone bound;

Thence with a reverse curve turning to the left an arc length of 23.55 feet, a radius of 25.00 feet, with a delta angle of 53°58'05", to a stone bound;

Thence N 56°38'41" E a distance of 75.80 feet to a stone bound;

Thence with a curve turning to the left an arc length of 87.23 feet, a radius of 245.00 feet, with a delta angle of 20°23'56", to a stone bound;

Thence N 36°14'44" E a distance of 153.65 feet to a stone bound;

Thence with a curve turning to the left an arc length of 34.96 feet, a radius of 25.00 feet, with a delta angle of 80°07'45", to a stone bound;

Thence with a compound curve turning to the left an arc length of 93.22 feet, a radius of 325.00 feet, with a delta angle of 16°26'00", to a stone bound and the point of beginning;

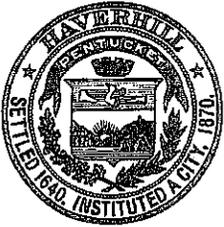
Meaning and intending to describe Perspective Drive as shown on a plan entitled, Street Acceptance Plan of Magnavista Drive & Perspective Drive located in Haverhill, Ma. dated March 17, 2014, by Christiansen & Sergi, Inc., Haverhill, Ma.

POSTPONED TO JULY 22 2014

Attest:

---

City Clerk



# Haverhill

Economic Development and Planning

Conservation Department

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

[rmoore@cityofhaverhill.com](mailto:rmoore@cityofhaverhill.com)

[conservation@cityofhaverhill.com](mailto:conservation@cityofhaverhill.com)

MEMO TO: President John A. Michitson and Haverhill City Councillors  
FROM: Robert E. Moore, Jr., Environmental Health Technician  
DATE: June 20, 2014  
RE: Street Acceptance – Steve Doherty for Magnavista and Perspective Drives

**I support the applicant's June 19<sup>th</sup> request for this item to be continued until the July 22, 2014, meeting.** This continuance allows the applicant the time necessary to obtain a Certificate of Compliance from the Conservation Commission, certifying the satisfactory completion of this project. This will also allow the applicant the time necessary to address the following outstanding items from my November 20, 2013, punchlist (new comments in italics):

1. Only the first 3 sheets of the Definitive Plan were recorded at Plan Book 403, Plan 13. Sheet 4 should be recorded, as it shows Lot 20 and the southerly end of Open Space Parcel B.
2. A final report from the Environmental Monitor should be submitted at this time in preparation for the Complete Certificate of Compliance. (Conditions VII.9.h-j & VIII.2.b)
3. Documents: (These comments must be addressed and discussed prior to recording, particularly the CR&E.)
  - Homeowners Association Agreement - obtain the necessary signatures, then submit a copy of the final recorded document to my office. *Materials have been forwarded to the City Solicitor for review.*
  - Conservation Restriction & Easement (Condition #III.2)–
    - i. Add the Assessor's identification of the parcels Map 674, Block 601, Lot 18A (2.36 acres) and Map 674, Block 601, Lot 18B (7.71 acres)
    - ii. Under condition #7, it is unclear whether public access to the open space is allowed. It also references a river. What river?
    - iii. We previously discussed the idea of deeding the open space to the Conservation Commission. What is the current plan?
    - iv. Submit a final recorded document to my office.
4. Submit a final as-built plan and calculations for the Gile St basin. (Condition #VI.5) *The March 24, 2014 as-built does not meet this requirement. The as-built does not provide the necessary calculations. Graphically, this as-built appears to be the same as that which was provided for this basin in an October 7, 2008, as-built. The 2008 as-built was not approved, as its supporting calculations confirmed the basin was smaller than designed.*
5. Lot 19 downspouts are not tied into recharge system. *A letter from the applicant's attorney will be submitted to certify the completion of this work by the homeowner.*

C: William Pillsbury, Economic Development and Planning Director (email)  
John H. Pettis, III, PE, City Engineer (email)  
Steve Doherty (email)  
File #33-1271/C

Magnum Partners, LLC  
10 George Street  
Lowell, MA 01852  
978-452-5732

7.1.2  
related  
communication

July 10, 2014

Haverhill City Council  
4 Summer St.  
Room 118  
Haverhill, MA 01830

Re: Magnum Partners, LLC  
Street Acceptance

Dear Mr. Michitson,

We are scheduled for a hearing with the city council on July 22, 2014 in reference to street acceptance for Magnavista and Perspective Drive. We would like to request postponement of our hearing until August 19, 2014 to ensure that all outstanding items required by conservation have been completed.

Sincerely,

 MEMBER  
Stephen J. Doherty, Sr., Member  
Magnum Partners, LLC

Cc: William Pillsbury  
Lori Woodsum  
Rob Moore  
Nels Palm



DOCUMENT

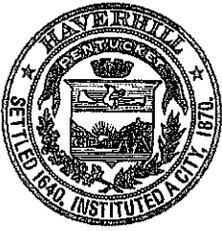
**CITY OF HAVERHILL**

In Municipal Council

8.1

ORDERED:

That the Mayor being and is hereby authorized on behalf of the City of Haverhill to accept three easements from RFACO, LLC to the City relative to two drainage easements and a conservation easement for Riverdale Avenue, copies of which are attached hereto and incorporated herein.



# Haverhill

Economic Development and Planning

Conservation Department

Phone: 978-374-2334 Fax: 978-374-2337

[rmoore@cityofhaverhill.com](mailto:rmoore@cityofhaverhill.com)

[conservation@cityofhaverhill.com](mailto:conservation@cityofhaverhill.com)

MEMO TO: Council President John A. Michitson and Haverhill City Councilors  
FROM: Robert E. Moore, Jr., Environmental Health Technician *REM*  
DATE: July 16, 2014  
RE: Open Space Conservation Easement and Drainage Easements – Riverdale Avenue

## BACKGROUND

The Conservation Commission issued an Order of Conditions approving the six-lot (11-unit) "Riverdale Place" residential subdivision in 2010. During the permitting of these lots, three easements were provided. The first is a Conservation Easement that was recorded over the rears of five of the house lots. The other easements are Drainage Easements recorded on an open space parcel associated with the project. While ownership of the open space parcel (Lot A on the attached plans) is being transferred to the Essex County Greenbelt Association, the easements are intended to allow for the continued drainage of stormwater from this project onto and through this open space parcel. The recorded "Conservation Restriction and Easement" is attached, as is a copy of the definitive plan referenced therein. Additionally, a copy of a second plan, dated February 15, 2012, is attached to show the locations of the drainage easements.

## VALUE TO CITY

The land protected by the Conservation Easement consists of a steep, forested slope on its western end; a moderately sloped mid-section, which transitions into a wetland; and a flat wetland on its eastern end. While a majority of this area falls under the jurisdiction of the Commonwealth's wetlands protection regulations, the easement further protects this area and the priority habitat that this location has historically provided the City's Bald Eagle population. This easement also adds to the value of the surrounding open space parcels accumulated by Greenbelt in recent years. Since 2004, Greenbelt has worked with the City and private landowners to protect 14.5 acres of publicly-accessible land along the Merrimack River in this densely developed section of Haverhill, while providing for the development of the more desirable building locations in this area. The Drainage Easements provide for the continuation of stormwater management, as designed by the project engineer. This design is intended to not only protect the river, but also to provide a safe roadway system for the new homes.

## ATTACHMENTS

- Recorded "Conservation Restriction and Easement"
- Recorded Definitive Plan Sheet 3
- Recorded Easement Plan

## RECOMMENDATION

**I recommend and support the City's acquisitions of these easements.**

& PLAN

10/10

4



2012092800259 Bk:31766 Pg:4  
09/28/2012 11:03 RSTR Pg 1/4

CONSERVATION RESTRICTION AND EASEMENT

RKACO, LLC, a Massachusetts Limited Liability Company with a usual place of business at 1501 Main Street, Tewksbury, MA, being the owner, fee simple, of a parcel of land shown as "Proposed Conservation Easement" on a plan of land entitled "Definitive Plan, Plan of land Riverdale Place Haverhill, Mass, for Developer owner and Applicant, RFACO, LLC" Dated July 14, 2009, Revised February 25, 2010, by Merrimack Engineering Subdivision Plan recorded with the Essex South District Registry of Deeds in Plan Book 431 Plan 9 to which Plan reference is hereby made for a more particular description of said "Proposed Conservation Easement" do hereby declare and impose upon said "Proposed Conservation Easement", Lots 1-5 (hereinafter entitled the "Conservation Area") the following Conservation Covenants and Restrictions pursuant to and in accordance to Massachusetts General Laws Chapter 184 Section 31.

1. Grantor (which term shall include for all purposes its successors, assigns, lessees and licensees) shall not at any time, construct, place or permit to remain on the said premises, any building, sign (exceeding two square foot area), outdoor advertising, mobile home, or other temporary or permanent structure of any kind, except as may be consistent with or incidental to the purposes of the Conservation Area and/or approved by the Haverhill Conservation Commission.
2. Grantor shall not permit any mining, excavating, dredging or removing from the premises any soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit in such a manner it would affect the surface thereof, except as may be consistent with or incidental to the purposes of the Conservation Area and/or approved by the Haverhill Conservation Commission.
3. Except as permitted under Order of Conditions issued by the Haverhill Conservation Commission for the premises and any amendments thereto, and as set forth in approved plans referenced in said Order of Conditions, there shall be no placing of, filling, storing or dumping the on the premises any soil, landfill, refuse, trash, motor vehicle parts or bodies, rubbish, debris, junk, waste, or other unsightly or offensive material to be placed, stored, dumped or remain on the Conservation Area except as may be consistent with and incidental to the purposes of the Conservation Area and approved by the Haverhill Conservation Commission.
4. Grantor may remove or permit removal of plants, shrubs, and trees from the Conservation Area, and may plant, replant, and selectively cut or prune trees, shrubs and brush and other vegetation on and in the Conservation Area in such manner, and at such times as may be necessary to preserve the existing and future scenic quality of the Conservation Area and to implement disease prevention measures or as may be dictated by sound agriculture, horticulture, Silva culture or wildlife management practices or as otherwise expressly approved by the

Haverhill Conservation Commission.

5. Except for such activities as may be permitted under Order of Conditions issued by the Haverhill Conservation Commission for the premises, and any amendments thereto, and as set forth in approved plans referenced in the Order of Conditions, there shall be no activities detrimental to drainage, flood control, water conservation, erosion control, or soil conservation or which disturb in any way the natural condition of the premises, including but not limited thereto, the use of motorized vehicles or equipment.
6. Grantor shall have the right to develop, construct, maintain and use trails and pedestrian rights-of-way for walking, hiking, snowshoeing, cross country skiing or other similar activities, to construct, maintain and use pedestrian bridges and walkways consistent with a Conservation Management Plan which may be adopted by and amended from time to time with the approval of the Haverhill Conservation Commission and as reasonably necessary for the use thereof here and after permitted or necessary.
7. Grantor reserves to and for the Grantor and its successors and assigns all other customary rights and privileges of ownership, including the right to privacy and the right to control public access onto the land and to construct, maintain, and use trails on the land for access on said premises and access to the river and the right to construct, use, maintain and replace culvert drainage pipes and other drainage structures and appurtenances and the right to engage in all actual uses not expressly prohibited herein provided that such actual use shall not be detrimental to the natural resources of the premises detrimental to water quality, soil conservation, wildlife conservation, or agricultural or forestry management practices.
8. Grantor shall not allow in the Conservation Area any active recreational use including, without limitation, discharging of firearms, or other projectiles, using bows and arrows or using any type of motor vehicle or boat.
9. Grantor reserves the right to also use the Conservation Area for passive recreational use.
10. Grantor also reserves the right to conduct or permit others to conduct agricultural, horticultural, or Silva cultural uses of the premises.

Notwithstanding anything herein to the contrary, any and all activities as set forth in the Order of Conditions issued by the Haverhill Conservation Commission and any amendments thereto and the approved plans by said Commission referenced in said Order of Condition shall be permitted.

These Conservation Restrictions and Covenants shall run with said land and shall be binding upon the Grantor, its successors and/or assigns.

Grantor hereby grants to the Haverhill Conservation Commission an instrumentality of the City of Haverhill, Massachusetts, established pursuant to Massachusetts General Laws Chapter 40 Section 8C, having a mailing address of 4 Summer Street, Haverhill, MA, with Quitclaim Covenants the perpetual right and easement to enter upon said premises for the

purpose of monitoring and insuring compliance with the provisions of the Conservation and Restrictions set forth above; provided, however, that the Haverhill Conservation Commission shall provide reasonable notice of entry to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and enjoyment of the land. The consideration is nominal.

Grantor and its successors and/or assigns and/or the City of Haverhill acting by and through its Conservation Commission shall have the authority and right to enforce these Conservation Restrictions and Covenants in law and/or in equity against any Party or Parties violating or attempting violate the same, and to make use of such remedies as are available under applicable law to enjoin and/or remedy such violations or attempted violations. Failure to enforce any restriction, covenant, or provision hereof shall not be deemed a waiver of the right to do so hereafter as to the same breach or to a prior subsequent breach.

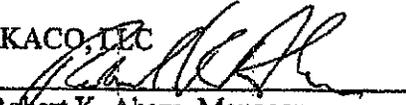
If any provision herein is determined to be invalid or unenforceable, then such provision shall be deemed to be modified automatically to conform to the requirements of validity and enforceability. In the event such validity and enforceability cannot be so modified, then the remaining provisions shall remain in full force and affect.

If any Court shall invalidate the perpetual term hereof, then the term of this Conservation easement shall be 100 years from the recording hereof.

This easement and restriction shall not be construed as granting any rights to the public with respect to the premises except for Grantees rights regarding enforcement, Grantor shall have the absolute right to control (including the right to prohibit) public access to the premises. Notwithstanding anything herein to the contrary, the Grantor reserves the right to record a special amendment to this Conservation Restriction and Easement at any time from time to time which amends this Conservation Restriction and Easement to correct clerical or typographical errors.

This Conservation Restriction and Easement may be amended with the consent of the City of Haverhill Conservation Commission. This Conservation Restriction and Easement is adopted pursuant to an Order of Conditions No. 33-1286 issued by the Haverhill Conservation Commission and duly recorded with the Essex South District Registry of Deeds in Book 29522 Page 604 as amended.

Executed as a sealed instrument this 27<sup>th</sup> day of September, 2012

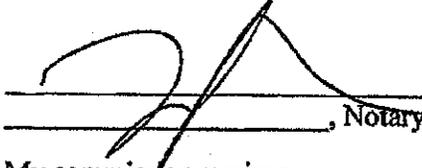
RKACO, LLC  
By:   
Robert K. Ahern, Manager

*Commonwealth of Massachusetts*

Essex, ss

September 27, 2012

On this 27 day of September, 2012, before me, the undersigned notary public, personally appeared Robert K. Ahern proved to me through satisfactory evidence of identification, which was/were drivers licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose,

  
\_\_\_\_\_, Notary Public

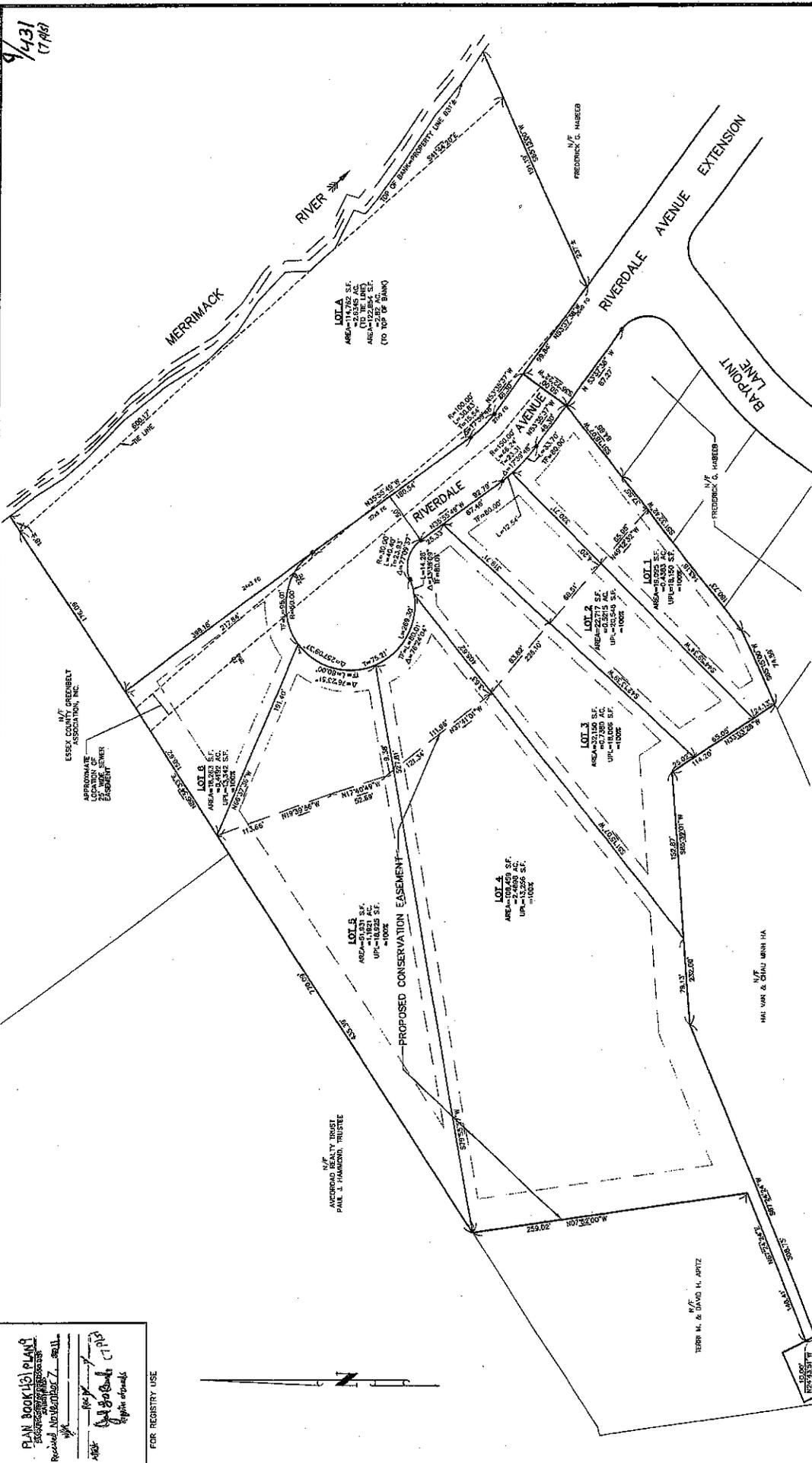
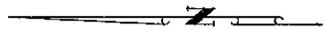
My commission expires:



9/14/31  
17489

PLAN BOOK (15) PLAND  
RECORDED IN 17489  
APPROVED BY THE CITY OF HAVERHILL  
FOR REGISTRY USE

FOR REGISTRY USE



**DEFINITIVE PLAN**  
**PLAN OF LAND**  
**RIVERDALE PLACE**  
**HAVERHILL, MASS.**  
FOR DEVELOPER, OWNER & APPLICANT  
**RFACO, LLC**  
1501 STATE STREET  
TEMBURSKY, MASSACHUSETTS 01876  
SCALE: 1" = 40'  
DATE: JULY 14, 2009  
REV: FEBRUARY 25, 2010  
**TEMPERLEY ENGINEERING SERVICES**  
1501 STATE STREET  
TEMBURSKY, MASSACHUSETTS 01876  
PHONE: (978) 419-8855 FAX: (978) 476-1448

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MASSACHUSETTS. ALL SURVEYING CONFORMS TO THE TECHNICAL STANDARDS OF THE AMERICAN SOCIETY OF PROFESSIONAL SURVEYORS AND THE AMERICAN CONGRESS ON SURVEYING AND MAPPING.

STEPHEN E. TEMPERLEY  
12/14/10  
DATE

CITY CLERK  
CITY CLERK  
DATE

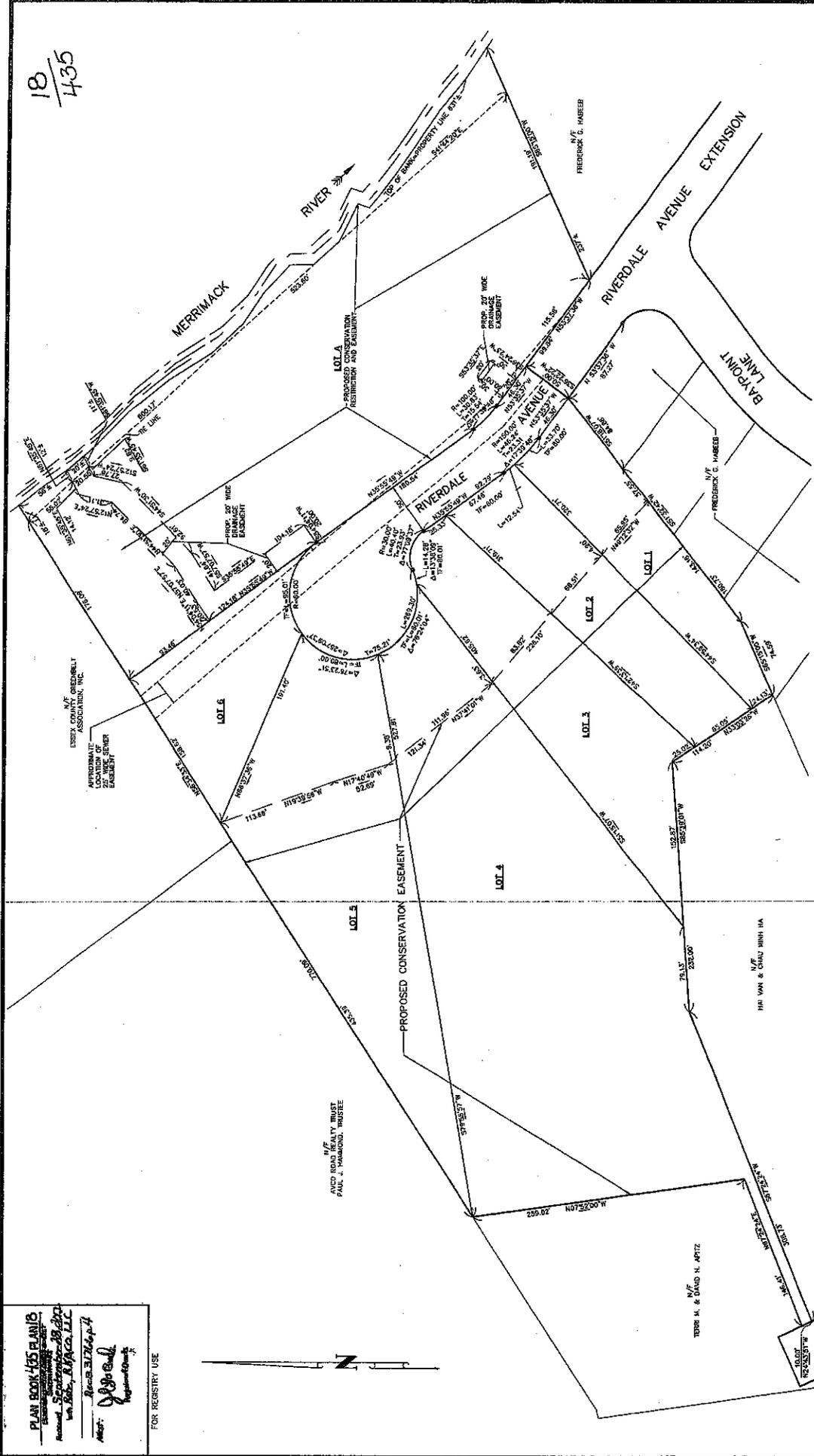
APPROVED BY THE CITY OF HAVERHILL PLANNING BOARD.  
DATE: 4/14/10  
APPROVED

HEARING: 12/9/09, 2/10/10, 3/10/10, 4/14/10  
FILED: 10/17/09  
E. J. ...

APPROVED 4/14/10, SUBJECT TO COVENANT CONDITIONS SET FORTH IN A COVENANT EXECUTED BY RFACO, LLC ON 02/25/10 AND TO BE RECORDED HERewith.

SPOTTING VIEW  
60' WIDE PAVEMENT

18 / 435



**PLAN OF LAND  
RIVERDALE PLACE  
HAVERHILL, MASS.**  
FOR DEVELOPER, OWNER & APPLICANT  
**PEACO, LLC**  
1601 MAIN STREET UNIT 47  
TEMPERSBURY, MASSACHUSETTS 01078  
SCALE: 1" = 40' DATE: FEBRUARY 15, 2012  
**MERRIMACK ENGINEERING SERVICES**  
608 PARK STREET  
HAVERHILL, MASSACHUSETTS 01830  
TEL: (978) 476-8665 FAX: (978) 476-1448

I, HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR ANY UNDIVIDED PARTS OF ANY UNDIVIDED LOTS ARE SHOWN AND THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS.  
4-6-12  
2/15/12  
DATE  
STEPHEN E. R.I.S.



**PLAN BOOK 435 PLAN 18**  
Recorded in the Registry of Deeds  
for the County of Middlesex, Massachusetts  
on the 15th day of February, 2012  
at 10:00 AM  
Notary Public  
*[Signature]*  
FOR REGISTRY USE

7/15/12 11:53:13 AM

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**CITY OF HAVERHILL**  
**DRAINAGE EASEMENT**  
**and**  
**CONSERVATION RESTRICTION and EASEMENT**

**RFACO, LLC, a Massachusetts Limited Liability Company** of 1501 Main Street, Tewksbury, MA for consideration of \$1.00 paid, the receipt and sufficiency of which are hereby acknowledged, grants with warranty covenants to the City of Haverhill, a Massachusetts municipal corporation located in Essex County and having an address of City Hall, Haverhill, Massachusetts, perpetual non-exclusive rights and easements, but not the obligation, to use, construct, inspect, repair, renew, replace, operate and forever maintain two drainage easements shown as "Drainage Easement" on Subdivision Lot A and a conservation restriction and easement shown as "Proposed Conservation Restriction and Easement" on Subdivision Lots 1 through 5, all on a plan entitled "Plan of Land, Riverdale Place, Haverhill, MA" recorded with the Essex South District Registry of Deeds in Plan Book 435, Plan 18.

For title, see deed from Barbara M. Seigert, Trustee dated \_\_\_\_\_ and recorded with said Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_\_ day of June, 2014

RFACO, LLC

By: \_\_\_\_\_  
Russell F. Ahern, Manager

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this \_\_\_\_ day of June, 2014, before me, the undersigned notary public personally appeared Russell F. Ahern as Manager of RFACO, LLC proved to me through satisfactory evidence of identification, which was a driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

12-N



DOCUMENT 12-N

**CITY OF HAVERHILL**

9.1

In Municipal Council July 8 2

~~ORDERED~~: Municipal Ordinance

**An Ordinance Relating to Parking  
(103 Bellevue Avenue—Delete Handicap Parking)**

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

LOCATION	REGULATION	HOURS/DAYS
103 Bellevue Avenue	No Parking	24 Hours
In front of No. 103 Bellevue Avenue except for 1-24 hour handicapped parking space at No. 103		

APPROVED as to legality:

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

PLACED ON FILE for at least 10 days

Attest:

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



# Haverhill

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

June 25, 2014

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

**RE: 103 Bellevue Avenue—REQUEST TO DELETE A HANDICAP PARKING SPACE**

Dear Council President Michitson & Councilors:

As per your request dated 6/19/14, I am submitting a Municipal Ordinance to DELETE a handicapped parking space at the location of 103 Bellevue Avenue.

Sincerely,

William Pillsbury, Jr.  
Planning Director/Grants Coordinator

WP/lw

**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

June 19, 2014

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

RE: **Delete Handicap Ordinance – 103 Bellevue Avenue**

Dear Mr. Pillsbury:

At the City Council meeting held on June 17, 2014 the following item was placed on the agenda by Councillor McGonagle:

- Doc. #55-G - Request for removal of a handicap parking space at 103 Bellevue Avenue

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

Sincerely,

John A. Michitson, President  
Haverhill City Council

JAS/bsa

encl.

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

12-0

9.2



DOCUMENT 12-0

**CITY OF HAVERHILL**

In Municipal Council July 8 2014

~~XXXXXX~~ MUNICIPAL ORDINANCE

CH

**An Ordinance Relating to Parking  
(348 River Street—Delete Handicap Parking)**

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

LOCATION	REGULATION	HOURS/DAYS
<b>348 River Street</b>		
In front of No. 348 River Street except for 1-24 hour handicap parking space at No. 348	No Parking	24 Hours

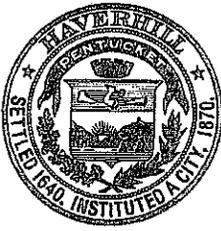
APPROVED as to legality:

\_\_\_\_\_  
William D. Cox, Jr.  
City Solicitor

PLACED ON FILE for at least 10 days

Attest:

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



# Haverhill

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

June 27, 2014

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

**RE: Request to Delete a HANDICAP PARKING SPACE  
at 348 River Street**

Dear Council President Michitson & Councilors:

As per your written request dated 6/27/14 and a request from Councillor Michael McGonagle dated 6/19/14, I am submitting a Municipal Ordinance that will delete the HANDICAP PARKING SPACE at number 348 River Street as requested.

Sincerely,

William Pillsbury, Jr.  
Director of Economic Development and Planning

105-



CITY OF HAVERHILL

In Municipal Council November 12 2013

ORDERED:

9.3

36 School St

Pursuant to Massachusetts General Law, Chapter 139, Section 1, after hearing, it is hereby adjudged that the building (s) at 36 School St., Assessor's Map #400, Block #5, Lot 4, 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.

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 DECEMBER 10 2013  
Attest:

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

IN CITY COUNCIL: December 10 2013  
POSTPONED TO JANUARY 21 2014  
Attest:

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

IN CITY COUNCIL: January 21 2014  
CONTINUE TO APRIL 29 2014  
Attest:

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

IN CITY COUNCIL: April 29 2014

ON MOTION OF COUNCILLOR MACEK TO POSTPONE TO MAY 20 2014  
MOTION PASSED and  
POSTPONED TO MAY 20 2014  
Attest:

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

IN CITY COUNCIL: May 20 2014  
POSTPONED TO JUNE 17 2014  
Attest:

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

IN CITY COUNCIL: June 17 2014  
POSTPONED TO JULY 22 2014

105-A  
2 Tyler Ave



CITY OF HAVERHILL

In Municipal Council November 12 2013

Pursuant to Massachusetts General Law, Chapter 139, Section 1, after hearing, it is hereby adjudged that the building (s) at 2 Tyler Ave., Assessor's Map #515, Block #298, Lot 4, 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.

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 DECEMBER 10 2013

Attest:

  
Acting City Clerk

IN CITY COUNCIL: December 10 2013

PASSED

Attest:

  
Acting City Clerk

APPROVED:

  
Mayor

IN CITY COUNCIL: April 22 2014

ON MOTION OF COUNCILLOR SULLIVAN TO VACATE THE DEMOLITION ORDER FOR 2 TYLER AVENUE CONDITIONED ON THE SALE PURSUANT TO THE PURCHASE AND SALE AGREEMENT THAT HAS BEEN PRESENTED TO THE BUILDING INSPECTOR AS WELL AS OTHER CITY OFFICIALS AND THAT THE MATTER BE BROUGHT BACK IN THREE WEEKS ON MAY 13 2014 and MOTION PASSED CONDITIONALLY

Attest:

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

IN CITY COUNCIL: May 13 2014

CONTINUED TO MAY 20 2014

Attest:

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

IN CITY COUNCIL: May 20 2014

POSTPONED TO JUNE 17 2014

Attest:

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

IN CITY COUNCIL: June 17 2014

POSTPONED TO JULY 22 2014

citycncl

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**From:** Richard Osborne <rosborne@cityofhaverhill.com>  
**Sent:** Friday, July 18, 2014 10:46 AM  
**To:** 'citycncl'  
**Cc:** rmacdonald@CITYOFHAVERHILL.COM  
**Subject:** demolition ordered structures

CITY COUNCIL PRESIDENT JOHN MITCHISON AND COUNCIL MEMBERS

A NEW OWNER HAS SECURED A PURCHASE AND SALE AGREEMENT TO PURCHASE THE STRUCTURE AT 2 TYLER AVE. THE NEW OWNER HAVE PRODUCE AN STRUCTURAL PLAN DESIGNED BY A MASS. CERTIFIED DESIGN ENGINEER THAT HAVE ADRESSED THE CONCERNS OF THE HAVERHILL BUILDING INSPECTORS . BUILDING PERMIT CAN BE SECURED BY A MASS.CONSTRUCTION SUPERVISOR TO RESTORE THIS BUILDING.

THE STRUCTURE AT 36 SCHOOL ST. HAS BEEN DEMOLISHED AND LOT LEVEL AND CLEARED. THE NEW OWNER IS IN THE PROCESS OF SUBMITTING FOR BUILDING PERMITS TO REBUILD ON THE TWO LOTS.

RICHARD OSBORNE

SINCERELY YOURS



STANDARD PURCHASE AND SALE AGREEMENT [#503]
(With Contingencies)

The parties make this Agreement this 7th day of July, 2014. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties.

MHI, LLC, Kevin McCarthy, Mgr [insert name], the "SELLER," agrees to sell and Sokrat Qarri, Violeta Qarri [insert name],

the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of:

(a) the land with any and all buildings thereon known as 2 Tyler Ave, Haverhill, MA 01832

, as more specifically described in a deed recorded in the Essex South Registry of Deeds at Book 30575, Page 196, [Certificate No. ], a copy of which [ ] is [X] is not [choose one] attached; and

(b) all structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarm systems, mantelpieces, wall-to-wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers; and the following built-in components, if any: air conditioners, vacuums systems, cabinets, shelves, bookcases and stereo speakers, and

but excluding [insert references to refrigerators, dishwashers, microwave ovens, washing machines, dryers or other items, where appropriate]

3. Purchase Price. The purchase price for the Premises is \$ 75,000.00 dollars of which

\$ 1,000.00 were paid as a deposit with Contract To Purchase; and

\$ 6,000.00 are paid with this Agreement;

\$ are to be paid ; and

\$ 68,000.00 are to be paid at the time for performance by bank's, cashier's, treasurer's or certified check or by wire transfer.

\$ 75,000.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Coco, Early & Associates, as escrow agent,

subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a

BUYER'S Initials BUYER'S Initials BUYER'S Initials

SELLER'S Initials SELLER'S Initials SELLER'S Initials



dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs. [If interest is to accrue on escrowed funds, indicate to whom it shall be paid.]

5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the 16th day of July, 2014, at the Essex South Registry of Deeds, or at such other time and place as is mutually agreed in writing. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Rights and obligations in party walls;
- (e) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- (f) Utility easements in the adjoining ways;
- (g) Matters that would be disclosed by an accurate survey of the Premises; and
- (h) none

[insert in (h) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney,

X JR X V.R \_\_\_\_\_  
BUYER'S Initials BUYER'S Initials BUYER'S Initials

<sup>2</sup> X JCM \_\_\_\_\_  
SELLER'S Initials SELLER'S Initials SELLER'S Initials



BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (I) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be broom clean and in the same condition as the Premises now are, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notices of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments

  SQ        V. Q      \_\_\_\_\_  
BUYER'S Initials    BUYER'S Initials    BUYER'S Initials

3      X KM      \_\_\_\_\_    \_\_\_\_\_  
SELLER'S Initials    SELLER'S Initials    SELLER'S Initials



made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Nonconformance Of Premises.** If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that is covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition nor to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

12. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties, if any, made by the SELLER shall survive delivery of the deed.

13. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, collected rents, uncollected rents (if and when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established. *[If tenants will continue to occupy the Premises, use of the Rental Property Addendum to Purchase And Sale Agreement should be considered.]*

14. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of \$7,000.00  
( Seven thousand dollars ) for professional services shall be paid by the SELLER to Coco, Early & Associates, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency

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relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that Coco, Early & Associates [insert name], a real estate broker, is seeking a fee from Coco, Early & Associates [name of listing broker, seller or buyer, if applicable] for services rendered as a  seller's subagent  buyer's agent  facilitator (non-agent) [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

15. **Buyer's Default.** If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

16. **Buyer's Financing.** ~~(Delete if Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for mortgage financing in the amount of \$ \_\_\_\_\_ at prevailing rates, terms and conditions by \_\_\_\_\_. The BUYER shall have an obligation to act reasonably diligently to satisfy any conditions within BUYER'S control. If, despite such diligent efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by \_\_\_\_\_ and acted reasonably promptly in providing any additional information requested by the mortgage lender.~~

17. **Inspections/Survey.** ~~(Delete if Waived) The BUYER has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of SELLER. Notwithstanding the foregoing, the BUYER has \_\_\_\_\_ days from the date of this Agreement to complete inspection of \_\_\_\_\_ by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

18. **Lead Paint Laws.** For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subjected to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with

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any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111, § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is attached to this agreement.

19. **Certificate of Approved Installation.** The SELLER shall equip the residential structure on the Premises with approved smoke detectors and carbon monoxide detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance.

20. **Warranties And Representations.** The SELLER represents and warrants that the Premises  is /  is not [choose one] served by a septic system or cesspool. [If yes, a copy of the Title 5 Addendum is attached.] The SELLER further represents that there  is an /  is no or  has no knowledge of an [choose one] underground storage tank or an unapproved and abandoned septic tank. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The buyer is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following:  
none

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

21. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. [If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.]

BUYER Sokrat Qarri SELLER MHI, LLC  
Violeta Qarri Kevin McCarthy, Mgr

Address: 267 Hyatt Ave Address: 164 Golden Hill Ave  
Haverhill, MA 01835 Haverhill, MA 01830

22. **Counterparts / Electronic Delivery / Construction Of Agreement.** This Agreement may be executed in counterparts. All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon

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JAMES J. FIORENTINI  
MAYOR

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*Planning Board  
Hearing July 9*

May 22, 2014

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

RE: Petition to Lay Out the Bradford Rail Trail Pursuant to Haverhill Ordinances Chapter 222

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

Please accept this Petition made to the City Council by filing with the City Clerk pursuant to the provisions of the Haverhill Ordinances Chapter 222, "Streets and Sidewalks" and the applicable provisions of Massachusetts General Laws Chapter 82 and Chapter 41. This Petition is hereby made for the laying out and acceptance as a public way of a rail trail as provided for under General Laws Chapter 82, Section 35A, which rail trail is shown as the area highlighted in red on a plan captioned "Preliminary Right of Way Location Plan" dated April 11, 2014 as revised and prepared by Stantec, 226 Causeway Street, Boston, MA, 16 copies of which are enclosed herewith, and which area is to be known as the "Bradford Rail Trail".

Pursuant to Haverhill Ordinance Section 222-1, Width of New Streets, the City Council must determine whether or not common convenience and necessity require that such way should be laid out. Upon the Council's determination, the City Engineer, pursuant to Haverhill Ordinance Section 222-2, Duties of City Engineer; Report, must mark out the area of the layout on the affected premises and must also cause a plan thereof to be prepared showing the grade and locations of the layout along with a report specifying the manner in which such layout shall be completed and containing the information and materials required under Haverhill Ordinance Section 222-3. Also, pursuant to Haverhill Ordinance Section 222-4, Notice of Intention; Hearing; Costs and General Laws Chapter 41, Section 81I, prior to any final order by the City Council for laying out the way, this Petition must be referred to the Planning Board for a noticed public hearing to make recommendations on the layout within forty-five (45) days of receipt after which Planning Board hearing the Council may proceed to act and order the layout at its own noticed public hearing.

Accordingly, I respectfully request and petition this honorable City Council to:

1. Make the determination, pursuant to Haverhill Ordinance Section 222-1, that common convenience and necessity requires that the Bradford Rail Trail as depicted on the enclosed plan should be laid out;



16-1

2. Refer, pursuant to Haverhill Ordinance Section 222-2, this matter to the City Engineer to: (i) cause to be marked out the area of the Bradford Rail Trail on the affected premises, (ii) cause a plan thereof to be prepared showing the grade and locations of the layout, and (iii) cause a report to be prepared specifying the manner in which such layout shall be completed and containing the information required by Haverhill Ordinance Section 222-3; and

3. Refer this Petition, pursuant to Haverhill Ordinance Section 222-4 and c. 41, §81I, to the Planning Board to hold a public hearing thereon within forty-five (45) days of receipt from the City Council of this Petition and to make recommendations thereon.

Upon the City Council's referral of this Petition to the Planning Board, pursuant to Haverhill Ordinance Section 222-4.D., I will cause to be prepared a list of abutters to the way based on the City's most recent tax list and a property description, both certified by a registered land surveyor to the satisfaction of the City Engineer.

As you are aware, the Bradford Rail Trail is a significant project for the City of Haverhill and its residents. Once completed, the Bradford Rail Trail will create more open, recreational space within the City and will also enhance economic development in the surrounding area by drawing more people to the area. This project will be funded, in significant part, by Federal and State grants which require strict adherence to implementation timelines. Therefore, action on this Petition at your meeting scheduled for May 27, 2014 by making the determination of public convenience and necessity and referring the proposed layout to the Planning Board is greatly appreciated.

Please do not hesitate to contact my office with any questions or comments on this Petition.

Very truly yours,



James J. Fiorentini, Mayor

IN CITY COUNCIL: May 27 2014

REFER TO PLANNING BOARD FOR HEARING JULY 9 2014

Cc: Attest:



Encl. City Clerk



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

9.5.1

ORDERED:

An Order to lay out and establish a non-vehicular passageway between the Basiliere Bridge and South Elm Street, commonly referred to as the so-called 'Bradford Rail Trail,' in accordance with City Code Chapter 222, as depicted on Bradford Rail Trail Project Layout Map.



CITY OF HAVERHILL  
MASSACHUSETTS 01830

CITY HALL, ROOM 201  
FOUR SUMMER STREET  
HAVERHILL, MASSACHUSETTS 01830  
TELEPHONE (978) 374-2330  
FAX (978) 374-2315

PLANNING BOARD

July 11, 2014

City Council President John A. Mitchison  
& City Councilors  
City of Haverhill

RE: Bradford Rail Trail/Compiled Layout Plan for Acceptance

Director William Pillsbury noted that Andrew Herlihy from the community Development Department will be coming forward to speak. Mr. Herlihy would be explaining this further. The director noted that there is a requirement for our wonderful Bradford Rail Trail to proceed for a vote and a recommendation to the city council. It was not under zoning and not one of our normal recommendations but basically was a requirement for a recommendation to the city council on what he would describe to us is acceptable and a good idea from the planning board's perspective. Andrew will describe that and then he would expect that the board forward a recommendation to the city council regarding what Andrew would be describing to us is acceptable and a good idea from the planning board's perspective. Andrew will describe that and Director Pillsbury would make his recommendation at that time.

Andrew Herlihy from the Community Development Department came forward to speak. It was somewhat duplicative that he was here before the board tonight. We were not exactly sure that we needed to come before the planning board tonight but went on to explain as follows. The Bradford Rail Trail is recognized as an official Massachusetts Department of Transportation Project. And as such there has been a great deal of public review process going through the design phase. It was noted that they were scrambling to get the project out to bid before September 30<sup>th</sup> which is the end of the Federal Fiscal Year to get construction money for next year's federal fiscal year budget to essentially construct the bridge section between the Basiliere Bridge and the Comeau Bridge. He believed that the board members all had maps in front of them. Mr. Herlihy noted that there was a layout that showed where the plan is being laid out. It was noted that outside counsel was hired to review some of the right of way issues and other issues, and MASS DOT and our outside counsel found under our own City Ordinance, Chapter 222 of the Haverhill City Code, Section IV that because the Rail Trail is laid out in a manner of somewhat of a public way technically the code says that "before any order of relocating and establishing, widening or altering, or discontinuing any street or way can be passed by the city council a public hearing of the planning board must be held to consider the project." He noted that we already had a separate review process, public meetings and hearings with things that are associated with Mass DOT but this is just the secondary step to cover ourselves. Another part of this process is almost is like the City is eminent domaining itself. Mr. Herlihy noted that part of the issue with the Bradford Rail Trail design was that they did not want to have this long stretch of mostly former railroad land along the riverbank without any other intermediate ways for people to get on or off for various reasons i.e. conveniences, emergencies or whatever. We are incorporating certain land that the City had already

**Bradford Rail Trail  
7/9/14 Planning Board Meeting  
7:00 P.M. in Room 202**

taken for tax title that is part of that project. However, when the city took these parcels of land they were not necessarily taken for this purpose or to be incorporated for recreational or passage ways or anything like that so we are now saying that these parcels of land that the city already owns are going to be incorporated as part of this plan for this reason. Technically it is the role under the 222 section 4 for the planning board to hold a public hearing, make recommendations, and send copies to the city council. The city council will then have to have its hearing and then will need to vote to approve this. Mr. Herlihy noted that he was simply just asking if the board would not make any design changes and to pass this tonight because we are deep into the design process. He explained that it was a very public design process and a matter of fact no one was here tonight because we have gone through this all before with the state and with Mass DOT. He explained to the board members that they were just covering all our bases to make sure that we were following our own city code here.

Chairman Paul Howard noted that he would want the board to make a favorable recommendation.

Director Pillsbury referred to that what Mr. Herlihy just said and that what he meant was that there be no design changes.

Andrew Herlihy noted that there be no changes to the plan from what we had before for Mass DOT. He explained that this is because you go through a 25% design and noted that we are at and beyond the 75% design stage, and closing in on the 100% design. So we really do not want any alterations at this point. We actually do not have a lot of real estate to deal with here. The rail trail is going to... it runs behind where the old Groveland Branch Line used to run. There is not a lot of real estate... with the river on one side and private properties on the other there is not a lot of ground to sort of mess around with anyway but we would appreciate just a straight recommendation to the city council so that they could proceed. Again it was questionable whether we even need to technically do this but this is what the city code says and we wanted to make sure that we are following our own city code just so the Mass Dept. of Transportation doesn't have any other issues with this. This can be confusing... and noted that it was confusing to him also.

Member Kristine Hetel wanted to know how many plots the city was looking at for access.

Mr. Herlihy's response was four. It was a small piece of land that was actually part of the Roma's parking lot. There is a piece of land at the bottom of Chadwick Street that the city has owned for many years. It was just a strip that comes out and then there is a bowl like impression behind that where Middlesex and Chadwick come together. Then we have two pieces of land... One was once known as the old Laurel Market in Bradford... long demolished. It was on South Elm Street and that was taken for tax title and then there is another piece at the end of South Prospect Street. It was noted that all of those areas are going to be access ways on and off the trail. We are working to get an easement behind and around National Grid's substation so we could come out behind where Mal's II Barbar Shop is, but in case we cannot, we also have an alternate design that would come out where that market site was near where Bradford Ave meets South Elm Street on land that the City owns. The last piece of it that was going westward would have to go through land currently owned by the MBTA. There's been a lot of negotiations with the Nat'l Grid and their poles would be on our land and we would need an easement to go onto their land.

Member Hetel referred to South Lincoln Street and noted that it looked like it went right into the trail but then it looked like that little piece of land there is owned by somebody.

**Bradford Rail Trail  
7/9/14 Planning Board Meeting  
7:00 P.M. in Room 202**

Mr. Herlihy noted that it looked like a paper street near South Lincoln... we're not going through there at this time.

Member Hetel wanted to know if there were plans to expand it either to the right or to the left.

Mr. Herlihy hoped to do that someday. Going westward they would have to connect it directly with the Bradford Train Station so we have to wait for the whole Merrimack River MBTA Railroad Bridge project to be completed. The MBTA actually owns the land for that liquor store and the Bradford Athletic Club they own that piece back there and they are using that right now. There has been a lot of activity in the last month since they started fixing the train bridge. Then we own up to about a foot or something from the side of the Basiliere Bridge so under the Basiliere Bridge and going eastward there is a lot of plans to look at that. This thing could go all the way to Georgetown someday and we are talking with Groveland and Georgetown about the possibilities of that, in conjunction with the Merrimack Valley Planning Commission.

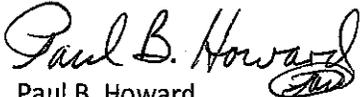
Director William Pillsbury referenced the creation of the zoning when we did the Waterfront Zoning and how we were requiring anyone that develops along that stretch to be able to dedicate a portion of that to (inaudible) ...and picking up portions of that as we see these projects coming along.

Chairman Paul B. Howard asked if there was anyone else that wanted to speak on this agenda item. No one else came forward to speak. Seeing none the chairman closed the public portion of the hearing and turned it over to comments from the planning director.

Economic Development & Planning Director William Pillsbury thanked the chairman and noted that he would recommend a favorable recommendation based on Mr. Herlihy's presentation on the items relative to the city code. So a favorable recommendation would go to the city council on matters of the layout of the ways and also the cleaning up of the title on the ways which is the way that he would characterize this. The request would be to forward a favorable recommendation to the city council.

After board consideration, Member Timothy Connors motioned to forward a favorable recommendation to the city council. Member Kenneth Cram seconded the motion. All members present voted in favor. Those members were Jack Everette, Kristine Hetel, Paul Howard, Bill Evans, April DerBoghossian, Kenneth Cram, Timothy Connors, and Bob Driscoll. Member Karen Buckley was absent. **Motion passed to forward a favorable recommendation to the city council.**

Signed,



Paul B. Howard  
Planning Board Chairman

CC: Bradford Rail Trail File  
Mayor James Fiorentini  
City Clerk  
John Pettis, III, C.E.  
William Cox, City Solicitor  
City Departments  
Andrew Herlihy—Room 309

**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



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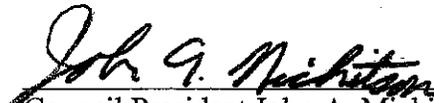
CITY HALL, ROOM 204  
4 SUMMER STREET  
PHONE: 978 374-2328  
FAX: 978 374-2329  
v.ci.haverhill.ma.us  
cityofhaverhill.com

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

July 18, 2014

TO: Members of the City Council

Council President John A. Michitson would like to discuss transparency in government.

  
\_\_\_\_\_  
Council President John A. Michitson

CITY COUNCIL

JOHN A. MICHITSON  
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



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CITY OF HAVERHILL  
HAVERHILL, MASSACHUSETTS 01830-5843

10.2.2

July 15, 2014

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

- Councillor Scatamacchia requests a discussion regarding Bradford Athletic Club's parking during the construction of the railroad bridge.

  
City Councillor Robert H. Scatamacchia

CITY COUNCIL

JOHN A. MICHITSON  
PRESIDENT  
ROBERT H. SCATAMACCHIA  
VICE PRESIDENT  
MELINDA E. BARRETT  
WILLIAM J. MACEK  
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HAVERHILL, MASSACHUSETTS 01830-5843

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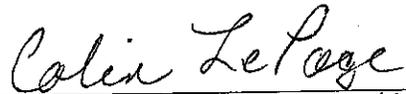
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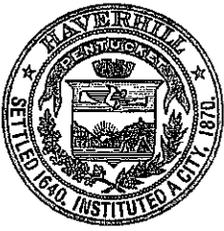
July 18, 2014

Mr. President and Members of the City Council:

Councillors Macek and LePage wish to discuss potential concerns relative to the upcoming solid waste and recycling contract.

  
City Councillor William J. Macek

  
City Councillor Colin LePage



# Haverhill

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Dear City Council President Michitson and Council Members:

I would like to respectfully request a 30-45 minute timeslot at the July 22, 2014 City Council meeting to update the Council and the general public on the status of the abandoned housing initiative in the City of Haverhill. Specifically, I would like to provide an update on the progress of the Vacant Property Registry, as well as the immediate challenges we face and/ opportunities we have in the short-term to continue addressing blight in our neighborhoods.

Thank you,

Pedro Soto

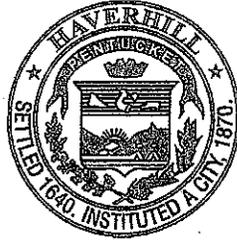
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CITY CLERKS OFFICE  
HAVERHILL, MA.

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



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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
9-T	Communication from Councillor Sullivan requesting a discussion regarding a comprehensive improvement and restoration plan for Winnekenni Park & Plug Pond Recreation area	NRPP	3/26/13
57-S	Communication from Councillor Daly O'Brien wishing to introduce Dave LaBrode to discuss public signage	NRPP	9/10/13
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
13/13-B	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
49	Ordinance Relating to Amusements – Public Shows and Exhibitions	Administration & Finance	5/13/14
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
	Ordinance Relating to Peddling and Soliciting, Section 191-9 Licenses	Administration & Finance	5/27/14
55-E	Communication from Councillor Macek – necessary repairs on the Clement Farm Property leased to American Legion	NRPP	6/17/14
55-F	Communication from Councillor Daly O'Brien re: street noise increasing on Essex St and Washington Street area	Public Safety	6/17/14