



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, August 25, 2015 at 7:00 PM
City Council Chambers, Room 202

1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING

2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

3. COMMUNICATIONS FROM THE MAYOR

4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

4.1 Denise McClanahan, *Human Resources Director* submits *Memorandum of Agreement and Salary Ordinance* for the *Highway/Park Department Group* (Laborers-Local #175)

4.1.1 Ordinance re: Salaries – Highway/Park Department

File 10 days

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

5.1 Document 96, Petition from Verizon New England and Mass Electric Co (No Andover) requesting permission for joint pole location on Willow av; Plan 752

5.1.1 Document 96-B; Order – grant Verizon New England and Mass Electric Co joint pole location on Willow av

5.2 Document 97, Petition from National Grid requesting permission for sole owned pole location on South Cogswell st; Plan 17787763

5.2.1 Document 97-B; Order – grant National Grid sole owned pole location on South Cogswell st; Plan 17787763

Attachments

6. APPOINTMENTS

Confirming Appointments

NO SCHEDULE

Non-confirming Appointment

NO SCHEDULE

Resignations:

NO SCHEDULE

7. PETITIONS:

7.1 Petition from Attorney Robert Harb for Proprietors of *Linwood Cemetery* requesting the *Discontinuance of a portion of Rolfe Avenue*

**Refer to Planning Board
Council Hearing Nov 10th**

8. APPLICATIONS/HANDICAP PARKING SIGNS

8.1. *10 Church St* – Martha Kelleher, *First Church of Christ*, Bradford

8.2. *491 Washington st, Apt 1* – Lynn M. DeLaFuente

8.3. *48 Wilson st* – Fawn

8.4. *57 Beach st*- Johanna Deveau *Denied by Police Department*



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Attachments

9. ONE DAY LIQUOR LICENSES

NO SCHEDULE

10. APPLICATIONS FOR PERMIT

10.1. GREATER HAVERHILL ARTS ASSOCIATION—

Art Festival – Bradford Common, Saturday; September 12th, 10AM-4PM

Letter from First Church of Christ, Bradford, Granting Permission

Approval from Police has been received

Requesting fees be waived; non-profit status in application

10.2 Team Haverhill –

River Ruckus – Parking lot behind the Tap

Saturday, September 26th, 12 noon-8:30PM

*Approval from Fire Department – with conditions – Fire detail required for fireworks,
and will be coordinated with sponsor*

Approval from Police Department – six (6) detail officers required plus auxiliary officers

Requesting fees be waived as well as blanket vendor permit for event.

Attachments

11. TAG DAYS

11.1 *Opportunity Works*

November 6 & 7

Attachment

12. ANNUAL LICENSE RENEWALS:

POOL TABLES

NO SCHEDULE

BOWLING

NO SCHEDULE

Sunday Bowling

NO SCHEDULE

BUY & SELL SECOND HAND CLOTHING

W.W. Thrift Store, 26 Lafayette sq – James Sanechiaro

BUY & SELL SECOND HAND ARTICLES

W.W. Thrift Store, 26 Lafayette sq – James Sanechiaro

Attachments

JUNK DEALER

NO SCHEDULE



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BUY & SELL OLD GOLD

PAWNBROKER

LIMOUSINES

NO SCHEDULE

13. HAWKER/PEDDLER:

NO SCHEDULE

14. DRAINLAYER 2015 LICENSE:

NO SCHEDULE

14B. HEARINGS AND RELATED ORDERS:

14.1 Document 33; Petition from Attorney Robert Harb for applicant/owner Eileen F Petrocelli requesting a hearing to amend the Zoning District Boundary Map; for a portion of property located at *95 Lake st*; from RR (Residential Rural Density) Zone to the RM (Residential Medium) Zone; where passage would place the entire property of 7.8 acres in an RM Zone

Postponed from June 16 2015

14.1.1 **Document 33-B;** Ordinance re: Zoning, Lake Street - RR to RM

Filed April 15 2015

Attachments

Favorable recommendation from Planning Board and Planning Director William Pillsbury

14.2 Document 98; Petition from William Pillsbury, City Economic Development & Planning Director; requesting *Hearing for Zoning Amendment – Waterfront Zoning District-Merrimack Street* signage design review

Favorable recommendation from Planning Board and Planning Director William Pillsbury

14.2.1 Document 98-B; Ordinance re: Zoning –Table of Use and Parking Regulations; Amend Chapter 255, Article XVI, Waterfront Zoning District section 255:41.2(Signs permitted in the waterfront district)

Attachments

Filed July 29 2015



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14.3 **Document 99**; Petition from William Pillsbury, City Economic Development & Planning Director; requesting *Hearing for Zoning Amendment – Stevens Street/Hale Street IG (Industrial Genera Zone)*
**Recommendation from Planning Board & Planning Director to pass current Zoning Ordinance with amendment as submitted*

14.3.1 **Document 99-B**; Ordinance re: Zoning – Table of Use and Parking Regulations; Amend Chapter 255, Table 1, Section 255, Zoning Table 1: IG zone (Stevens Street/Hale Street) where table is currently “P” PERMITTED shall be changed to “S” SPECIAL PERMIT by the City Council
Filed July 29 2015

Attachments

14.4 **DOCUMENT 101-A**; Petition from William Pillsbury, *Economic Development & Planning Director*; requesting *Hearing for Street Discontinuance – A portion of Wall Street*; in the area of Harbor Place project
Favorable recommendation from Planning Board & Planning Director William Pillsbury

14.5 **Document 101**; Order – Portion of way known as *Wall Street* be *discontinued as a Public Way*; this shall be the portion of Wall Street from the Basiliere Bridge to City Landing 12

Attachments

15. MOTIONS AND ORDERS:

15.1 Order – Authorize Payment of bills of previous years and to further authorize payment from current year departmental appropriations as listed:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Stericycle	\$ 250.00	Highway/Refuse Collection
Ronald Seaboyer Electrical	1,540.00	Street Light Maintenance
Comm of MA Dept of Public Safety	50.00	Public Library
ASAP Fire Safety Corporation	870.00	“ “
David Grunebaum, Esquire	807.50	Law Department
Kopelman & Paige PC	1,585.06	“ “
Patriot Properties Inc	800.00	“ “
Poland Spring	12.95	City Clerk
CDW Government	1,138.62	School Department
“ “	529.00	“ “
Supply Works	1,636.94	Public Property
Maquire Pest Control	220.00	“ “

Attachments



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MOTIONS AND ORDERS CONTINUED:

15.2 Order – Appropriate \$9,100 and transfer from General Fund Capital Projects to Water St Heating System
Attachment

15.3 Order – Authorize Mayor execute easement: Transformer Relocation Easement Amendment: Property in Washington-Wingate Parking Lot; Washington st
Related communication from Mayor Fiorentini Attachment

15.4 Order – Authorize Mayor – accept easement from Brigham Circle Trust to City re: Boardwalk and relocation of Wall st
Attachment

15.5 Order – Authorize Mayor – accept easement from Walcott Corp to City re: Boardwalk and relocation of Wall st
Attachment

15.6 Order – Authorize Mayor – execute easement from City to Brigham Circle Trust, re: property in Riverfront Promenade Parking Lot, for purpose of re-locating vehicular parking – property is declared surplus

15.7 Order – Authorize Mayor – execute easement from City to Walcott Corp re: property in Cram Place Parking Lot and Cram Place, for purpose of re-location Salvation Army donation bins and vehicular parking – property is declared surplus
Related communication from City Solicitor, William Cox Attachment

16. ORDINANCES (FILE 10 DAYS)

16.1 Ordinance re: the Fee for Connection of New Sewer Services: Amend Haverhill Chapter 249-5B
File 10 days

16.2 Ordinance re: Combined Sewer Overflow (CSO) Fee: Amend Haverhill Chapter 249-20B
File 10 days

16.3 Ordinance re: Water Connection Fees: Amend Haverhill Chapter 250-2B(1)(b)
Related communication from Robert Ward; Deputy DPW Director regarding proposed Amendments to Chapter 249 & 250 of City Code File 10 days

16.4 Ordinance re: Fees and Receipts; Amend Haverhill Code Chapter 36-8. Waiver of fees to advance Major Economic Development Projects
Related communication from Mayor Fiorentini File 10 days

17 UNFINISHED BUSINESS OF PRECEDING MEETINGS:

18 COMMUNICATIONS FROM COUNCILLORS

18.1 Communication from Councillor McGonagle requesting a discussion regarding a request for a stop sign on Judson st as it intersects Linwood st *and* a stop sign on Merrill st as it intersects Linwood st



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Attachment

19 RESOLUTIONS AND PROCLAMATIONS

NO SCHEDULE

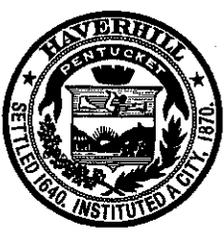
20 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

20.1 Councillor Macek submits Minutes of the *Natural Resources and Public Property Committee* meeting held August 12 2015

Attachment

21 DOCUMENTS REFERRED TO COMMITTEE STUDY

22 ADJOURN



Haverhill

Human Resources Department, Room 306

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

Denise McClanahan, HR Director – dmcclanahan@cityofhaverhill.com

Sheila Pelczar, HR Technician – spelczar@cityofhaverhill.com

4.1

TO: Mayor James J. Fiorentini
FROM: Denise McClanahan, HR Director
RE: MOA & Salary Ordinance
DATE: August 20, 2015

Attached please find a salary ordinance and Memorandum of Agreement for the Highway/Park Department Group (Laborers-Local #175) as a result of their recent negotiations. Please submit these documents to the next City Council meeting for action.

Memorandum of Agreement
Between
The City of Haverhill and The Highway/Park Department Group – Laborers – Local 175

Two year contract:

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

Wages

Replace Article VII: WAGES AND LONGEVITY Section 1 (Appendix A, B, & C) with the following:

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

No retro pay

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

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

Storm Coordinator duties

Replace current language in Appendix A Section 2 with the following:

When the Highway General Foreperson is not on duty during severe weather events, as determined by the Highway Superintendent/designee a Highway Working Foreperson position shall be paid an extra \$ 1.00 per hour differential for acting as Storm Coordinator.

Meal Allowance

Increase meal allowance to \$12.50 per occurrence of event

Safety Officer

Increase rate from \$.25 per hour to \$1.00 per hour.

Union will be responsible for training of such individuals.

Tool Allowance

Increase tool allowance to \$500 per year for eligible employees (Mechanic, Welder and Truck Maintenance Man).

MASON

DPW Director will consider and/or approve any purchases for the department over \$500.

OT pay

Employees shall have the option of choosing payment at time and one-half rate for OT worked or take “time due”.

O/C Stipend

Minimum of 4 hours

4 hour rest period

The City will provide a 4 hour rest period to be paid at straight time to those employees who have worked 24 hrs of overtime during long duration snow storms.

Medical Benefits language

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

Health Insurance

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

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

Health Reimbursement Account

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

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

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

Effective date

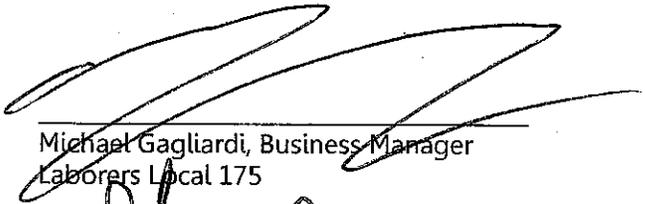
All proposals (except wage proposal and No Retro Pay) will become effective upon ratification by the Union group and approval by City Council.

Date: 8/18/15

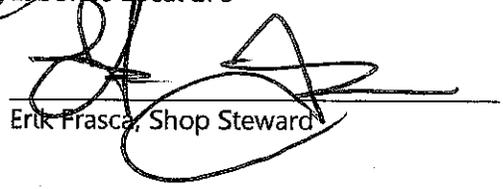
James J. Fiorentini, Mayor



William D. Cox, Jr., City Solicitor



Michael Gagliardi, Business Manager
Laborers Local 175



Erik Frasca, Shop Steward

82-B

Backup



DOCUMENT 82-B

CITY OF HAVERHILL

In Municipal Council September 10 2013

~~ORDERED~~

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
HIGHWAY/PARK DEPARTMENT

BE IT ORDAINED by the City Council of the City of Haverhill that Documents 67-B of 2010 and 67-C of 2010 are hereby amended as follows:

EFFECTIVE 7/1/2012 1.5%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Assistant Highway Superintendent	\$ 1,163.36	\$ 1,218.24	\$ 1,273.08	\$ 1,329.68	\$ 1,381.50	\$ 1,420.67
General Foreperson	\$ 23.00	\$ 24.71	\$ 25.30	\$ 26.42	\$ 27.45	
Working Foreperson (Garage)	\$ 21.78	\$ 23.48	\$ 24.07	\$ 25.18	\$ 26.25	
Working Foreperson (Traffic)	\$ 19.83	\$ 21.56	\$ 22.14	\$ 23.23	\$ 24.31	
Working Foreperson	\$ 19.21	\$ 20.93	\$ 21.50	\$ 22.60	\$ 23.69	
Welder	\$ 17.47	\$ 18.67	\$ 19.83	\$ 20.92		
ME Repairperson	\$ 17.47	\$ 18.67	\$ 19.83	\$ 20.92		
Mason	\$ 17.47	\$ 18.67	\$ 19.83	\$ 20.92		
MEO BG (Front End) Loader & BG Sweeper	\$ 16.00	\$ 17.22	\$ 18.36	\$ 19.46		
MEO LHS Crane Oper.	\$ 16.00	\$ 17.22	\$ 18.36	\$ 19.46		
P. W. Craftsperson	\$ 16.00	\$ 17.22	\$ 18.36	\$ 19.46		
Yardperson/Dispatcher	\$ 15.77	\$ 16.66	\$ 17.74	\$ 18.81		
MEO L&H (Sidewalk Plow)	\$ 15.77	\$ 16.66	\$ 17.74	\$ 18.81		
P. W. Maintenance Person	\$ 15.77	\$ 16.66	\$ 17.74	\$ 18.81		
Spray Painter	\$ 15.77	\$ 16.66	\$ 17.74	\$ 18.81		
MEO Laborer	\$ 15.19	\$ 16.08	\$ 17.16	\$ 18.25		
Laborer	\$ 14.73	\$ 15.62	\$ 16.69	\$ 17.79		
Highway/Park Maintenance Person	\$ 14.73	\$ 15.62	\$ 16.69	\$ 17.77		
Stores Delivery Person/Houseworker	\$ 13.16	\$ 13.54	\$ 13.94	\$ 13.94		
General Foreperson	\$ 23.01	\$ 24.72	\$ 25.30	\$ 26.41	\$ 27.46	
Working Foreperson/Tree	\$ 19.19	\$ 20.94	\$ 21.50	\$ 22.60	\$ 23.69	
Working Foreperson/Park Mntce Craftsperson	\$ 19.19	\$ 20.94	\$ 21.50	\$ 22.60	\$ 23.69	
Park Maintenance Craftsperson (Skylift Operator)	\$ 16.00	\$ 17.22	\$ 18.37	\$ 19.45		
Senior Groundswoker	\$ 15.77	\$ 16.66	\$ 17.75	\$ 18.80		
MEO LHS	\$ 15.77	\$ 16.66	\$ 17.75	\$ 18.80		
MEO/Groundswoker/Laborer	\$ 15.20	\$ 16.08	\$ 17.15	\$ 18.25		
Groundswoker	\$ 14.73	\$ 15.62	\$ 16.69	\$ 17.78		
Solid Waste/Recycling Coordinator	\$ 19.58	\$ 21.36	\$ 21.93			

EFFECTIVE 7/1/2013 1.5%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Assistant Highway Superintendent	\$ 1,180.81	\$ 1,236.51	\$ 1,292.18	\$ 1,349.62	\$ 1,402.22	\$ 1,441.98
General Foreperson	\$ 23.35	\$ 25.08	\$ 25.68	\$ 26.81	\$ 27.86	
Working Foreperson (Garage)	\$ 22.10	\$ 23.83	\$ 24.43	\$ 25.55	\$ 26.64	
Working Foreperson (Traffic)	\$ 20.13	\$ 21.88	\$ 22.47	\$ 23.58	\$ 24.68	
Working Foreperson	\$ 19.49	\$ 21.25	\$ 21.83	\$ 22.93	\$ 24.04	
Welder	\$ 17.73	\$ 18.95	\$ 20.13	\$ 21.24		
ME Repairperson	\$ 17.73	\$ 18.95	\$ 20.13	\$ 21.24		
Mason	\$ 17.73	\$ 18.95	\$ 20.13	\$ 21.24		

10-5

MEO BG (Front End) Loader & BG Sweeper	\$ 16.24	\$ 17.47	\$ 18.64	\$ 19.75	
MEO LHS Crane Oper.	\$ 16.24	\$ 17.47	\$ 18.64	\$ 19.75	
P. W. Craftsperson	\$ 16.24	\$ 17.47	\$ 18.64	\$ 19.75	
Yardperson/Dispatcher	\$ 16.01	\$ 16.91	\$ 18.01	\$ 19.09	
MEO L&H (Sidewalk Plow)	\$ 16.01	\$ 16.91	\$ 18.01	\$ 19.09	
P. W. Maintenance Person	\$ 16.01	\$ 16.91	\$ 18.01	\$ 19.09	
Spray Painter	\$ 16.01	\$ 16.91	\$ 18.01	\$ 19.09	
MEO Laborer	\$ 15.42	\$ 16.32	\$ 17.42	\$ 18.53	
Laborer	\$ 14.95	\$ 15.86	\$ 16.94	\$ 18.05	
Highway/Park Maintenance Person	\$ 14.95	\$ 15.86	\$ 16.94	\$ 18.04	
Stores Delivery Person/Houseworker	\$ 13.35	\$ 13.75	\$ 14.15	\$ 14.15	
General Foreperson	\$ 23.36	\$ 25.09	\$ 25.68	\$ 26.81	\$ 27.87
Working Foreperson/Tree	\$ 19.48	\$ 21.26	\$ 21.83	\$ 22.94	\$ 24.04
Working Foreperson/Park Mntce Craftsperson	\$ 19.48	\$ 21.26	\$ 21.83	\$ 22.94	\$ 24.04
Park Maintenance Craftsperson (Skylift Operator)	\$ 16.24	\$ 17.48	\$ 18.64	\$ 19.75	
Senior Groundswoker	\$ 16.00	\$ 16.91	\$ 18.01	\$ 19.08	
MEO LHS	\$ 16.00	\$ 16.91	\$ 18.01	\$ 19.08	
MEO/Groundswoker/Laborer	\$ 15.43	\$ 16.32	\$ 17.41	\$ 18.53	
Groundswoker	\$ 14.95	\$ 15.86	\$ 16.94	\$ 18.04	
Solid Waste/Recycling Coordinator	\$ 19.87	\$ 21.68	\$ 22.26		

Amend Article VI: Hours of Work and Overtime by adding the following:

Wing Plow #1 on Grader Machine and Front End loader mounted SnowGO Model MP-30 Snow Blower
A qualified employee assigned to either the Wing Plow #1 on Grader Machine or the Front Ender loader mounted SnowGo Model MP-30 Snow Blower shall receive an extra \$1.00 per hour while the equipment is being operated during winter season by the employee.

Amend Article VII: Wages by the adding the following:

Section 7: Clothing/Boot Allowance:

Effective July 1, 2013 employees after six months of service shall be allowed Clothing Allowance of Five Hundred Dollars (\$500.00) per year. This allowance shall be issued by separate check by the second Friday in July.

Section 8: Meal Allowance

As determined by the Mayor of the City of Haverhill, during extreme weather conditions which cause widespread damage in Haverhill such as blizzards, severe windstorms, etc., each employee who works during this period shall receive a meal allowance of \$10.00 for these events over 24 hours in duration. This allowance shall be paid to employee in a lump sum at the end of the fiscal year.

Amend Appendix A by deleting the following section:

Section 1. Clothing Allowance

Amend Appendix B by deleting the following section:

Section 1. Clothing Allowance

Approved as to legality:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:
Heather M. B...
Acting City Clerk

IN CITY COUNCIL: September 24 2013

PASSED

Attest:
Heather M. B...
Acting City Clerk

APPROVED:

[Signature]
Mayor



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

*file
10 days*

4, 1, 1

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
HIGHWAY/PARK DEPARTMENT

BE IT ORDAINED by the City Council of Haverhill that Document 82-B of 2013 is hereby amended as follows:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
EFFECTIVE 7/1/14 1.5%						
Assistant Highway Superintendent	\$ 1,198.52	\$ 1,255.06	\$ 1,311.56	\$ 1,369.86	\$ 1,423.26	\$ 1,463.61
General Foreperson	\$ 23.70	\$ 25.46	\$ 26.06	\$ 27.21	\$ 28.28	
Working Foreperson (Garage)	\$ 22.43	\$ 24.19	\$ 24.80	\$ 25.93	\$ 27.04	
Working Foreperson (Traffic)	\$ 20.43	\$ 22.21	\$ 22.81	\$ 23.93	\$ 25.05	
Working Foreperson	\$ 19.78	\$ 21.57	\$ 22.16	\$ 23.27	\$ 24.40	
Welder	\$ 18.00	\$ 19.23	\$ 20.43	\$ 21.56		
ME Repairperson	\$ 18.00	\$ 19.23	\$ 20.43	\$ 21.56		
Mason	\$ 18.00	\$ 19.23	\$ 20.43	\$ 21.56		
MEO B&G (Front End) Loader & BG Sweeper	\$ 16.48	\$ 17.74	\$ 18.91	\$ 20.05		
MEO LHS Crane Operator	\$ 16.48	\$ 17.74	\$ 18.91	\$ 20.05		
PW Craftsperson	\$ 16.48	\$ 17.74	\$ 18.91	\$ 20.05		
Yardperson/Dispatcher	\$ 16.25	\$ 17.16	\$ 18.28	\$ 19.38		
MEO L&H (Sidewalk Plow)	\$ 16.25	\$ 17.16	\$ 18.28	\$ 19.38		
PW Maintenance Person	\$ 16.25	\$ 17.16	\$ 18.28	\$ 19.38		
Spray Painter	\$ 16.25	\$ 17.16	\$ 18.28	\$ 19.38		
MEO Laborer	\$ 15.65	\$ 16.57	\$ 17.68	\$ 18.80		
Laborer	\$ 15.18	\$ 16.09	\$ 17.19	\$ 18.33		
Highway/Park Maintenance Person	\$ 15.18	\$ 16.09	\$ 17.19	\$ 18.31		
Stores Delivery Person/Houseworker	\$ 13.56	\$ 13.95	\$ 14.36	\$ 14.36		
General Foreperson	\$ 23.71	\$ 25.47	\$ 26.06	\$ 27.21	\$ 28.29	
Working Foreperson/Tree	\$ 19.77	\$ 21.57	\$ 22.15	\$ 23.28	\$ 24.10	
Working Foreperson/Park Mntce Craftsperson	\$ 19.77	\$ 21.57	\$ 22.15	\$ 23.28	\$ 24.41	
Park Maintenance Craftsperson (Skylift Operator)	\$ 16.48	\$ 17.74	\$ 18.93	\$ 20.04		
Senior Groundswoker	\$ 16.24	\$ 17.16	\$ 18.29	\$ 19.37		
MEO LHS	\$ 16.24	\$ 17.16	\$ 18.29	\$ 19.37		
MEO/Groundswoker/Laborer	\$ 15.66	\$ 16.57	\$ 17.67	\$ 18.80		
Groundswoker	\$ 15.18	\$ 16.09	\$ 17.19	\$ 18.32		
Solid Waste Recycling Coordinator	\$ 942.13	\$ 970.24	\$ 997.54			
EFFECTIVE 7/1/15 1.5%						
Assistant Highway Superintendent	\$ 1,216.50	\$ 1,273.89	\$ 1,331.23	\$ 1,390.41	\$ 1,444.60	\$ 1,485.56
General Foreperson	\$ 24.05	\$ 25.84	\$ 26.46	\$ 27.62	\$ 28.70	
Working Foreperson (Garage)	\$ 22.77	\$ 24.55	\$ 25.17	\$ 26.32	\$ 27.45	
Working Foreperson (Traffic)	\$ 20.74	\$ 22.54	\$ 23.15	\$ 24.29	\$ 25.43	
Working Foreperson	\$ 20.08	\$ 21.89	\$ 22.49	\$ 23.62	\$ 24.77	
Welder	\$ 18.27	\$ 19.52	\$ 20.74	\$ 21.88		
ME Repairperson	\$ 18.27	\$ 19.52	\$ 20.74	\$ 21.88		
Mason	\$ 18.27	\$ 19.52	\$ 20.74	\$ 21.88		
MEO B&G (Front End) Loader & BG Sweeper	\$ 16.73	\$ 18.01	\$ 19.20	\$ 20.35		
MEO LHS Crane Operator	\$ 16.73	\$ 18.01	\$ 19.20	\$ 20.35		
PW Craftsperson	\$ 16.73	\$ 18.01	\$ 19.20	\$ 20.35		

fully
days

Yardperson/Dispatcher	\$ 16.49	\$ 17.42	\$ 18.55	\$ 19.67	
MEO L&H (Sidewalk Plow)	\$ 16.49	\$ 17.42	\$ 18.55	\$ 19.67	
PW Maintenance Person	\$ 16.49	\$ 17.42	\$ 18.55	\$ 19.67	
Spray Painter	\$ 16.49	\$ 17.42	\$ 18.55	\$ 19.67	
MEO Laborer	\$ 15.88	\$ 16.81	\$ 17.94	\$ 19.08	
Laborer	\$ 15.40	\$ 16.33	\$ 17.45	\$ 18.60	
Highway/Park Maintenance Person	\$ 15.40	\$ 16.33	\$ 17.45	\$ 18.58	
Stores Delivery Person/Houseworker	\$ 13.76	\$ 14.16	\$ 14.58	\$ 14.58	
General Foreperson	\$ 24.06	\$ 25.85	\$ 26.46	\$ 27.62	\$ 28.71
Working Foreperson/Tree	\$ 20.07	\$ 21.90	\$ 22.48	\$ 23.63	\$ 24.46
Working Foreperson/Park Mntce Craftsperson	\$ 20.07	\$ 21.90	\$ 22.48	\$ 23.63	\$ 24.77
Park Maintenance Craftsperson (Skylift Operator)	\$ 16.73	\$ 18.01	\$ 19.21	\$ 20.34	
Senior Groundswoker	\$ 16.48	\$ 17.42	\$ 18.56	\$ 19.66	
MEO LHS	\$ 16.48	\$ 17.42	\$ 18.56	\$ 19.66	
MEO/Groundswoker/Laborer	\$ 15.89	\$ 16.81	\$ 17.93	\$ 19.08	
Groundswoker	\$ 15.40	\$ 16.33	\$ 17.45	\$ 18.59	
Solid Waste Recycling Coordinator	\$ 956.27	\$ 984.79	\$ 1,012.51		

Amend Appendix A Section 2 by deleting the words beginning with "Working Foreman (Traffic)" and ending with "Storm Coordinator" and in its place thereof insert the following:

When the Highway General Foreperson is not on duty during severe weather events, as determined by the Highway Superintendent/designee, a Highway Working Foreperson position shall be paid an extra \$1.00 per hour differential for acting as Storm Coordinator.

Amend Appendix A Section 3. Tool Allowance by the following:

Delete the rate of \$350 per year and insert in its place \$500 per year

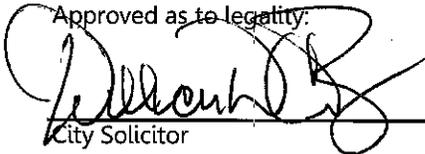
Amend Article VII: Wages Section 5. Training Officer

Delete the rate of \$.25 per hour and insert in its place \$1.00 per hour

Amend Article VII: Wages Section 8: Meal Allowance

Delete the allowance of \$10.00 and insert in its place \$12.50

Approved as to legality:



City Solicitor

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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

August 21, 2015

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

RE: Salary Ordinance & MOA

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

Enclosed is a Salary Ordinance and MOA between the City of Haverhill and the Highway/Park
Department Group (Laborers – Local 175).

The Ordinance is enclosed and I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/ah

Hearing August 25 2015

Mass. Form 559

MUNICIPALITY

9/6

PETITION FOR JOINT OR IDENTICAL POLE LOCATION

5.1

Lowell, Mass.,

06/25/2015

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:-

WILLOW AVENUE - Place one (1) Pole

Location 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. 752 Dated 06/25/2015.

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 Bob Nowalski Distribution Engineering

IN CITY COUNCIL: July 28 2015 VOTED: that HEARING BE HELD AUGUST 25 2015

Attest : City Clerk

781-376-5066 Chris

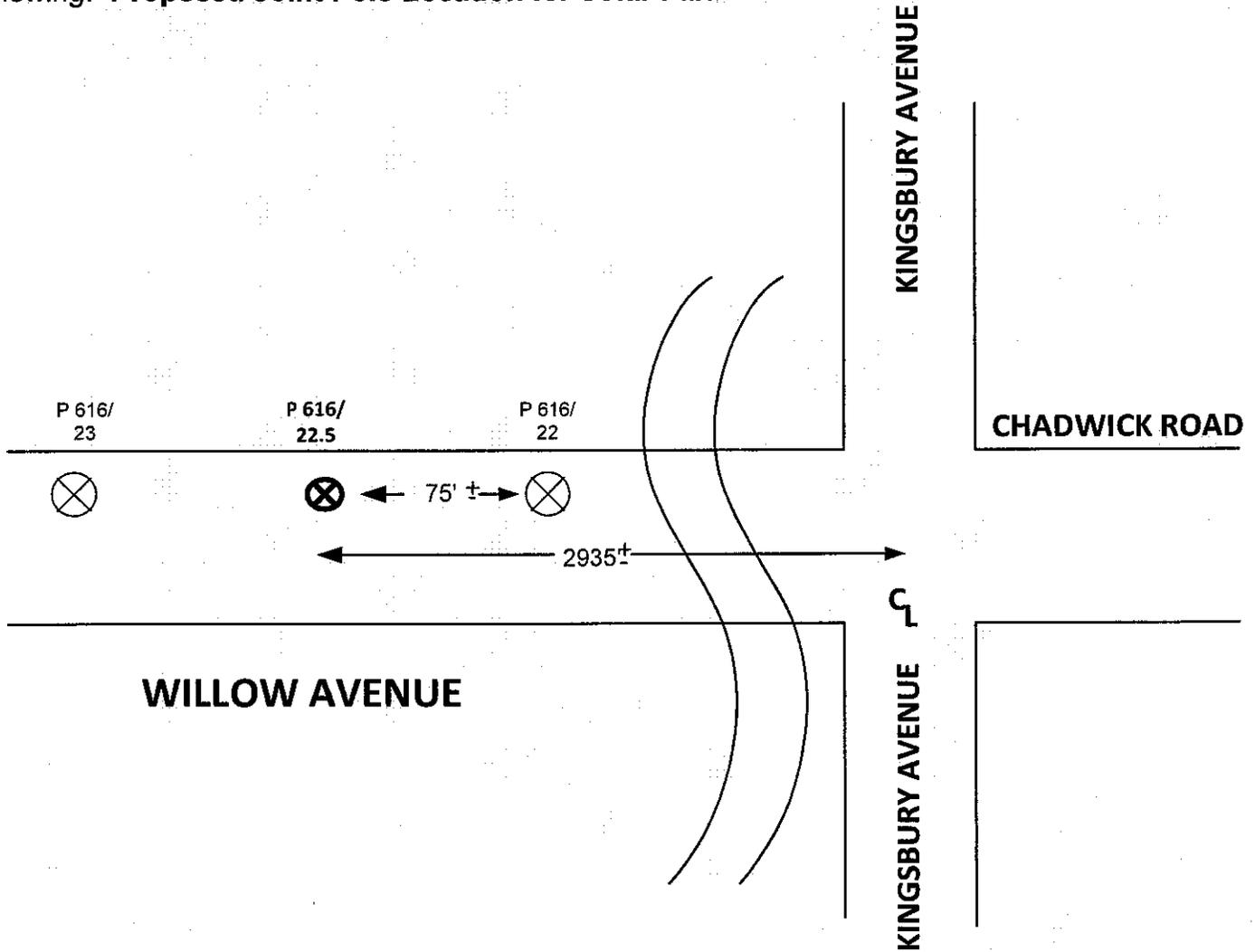


PETITION PLAN

MUNICIPALITY

Municipality: **Haverhill, Massachusetts**
Verizon New England Inc. and Massachusetts Electric Company
Showing: **Proposed Joint Pole Location for Solar Farm**

No. 752
Date: June 25, 2015



Prepared By SC/rlc

DISTANCES SHOWN ARE APPROXIMATE

Checked By **RC**
Order # 4A0BE1D

LEGEND

- | | | | |
|--|---|--|---|
| | - Proposed Verizon Pole Location | | - Existing Joint Pole to Remain |
| | - Verizon Pole Location to be Abandoned | | - Power Co. Pole Location to be Abandoned |
| | - Verizon Co. Pole to Remain | | - Present Joint Pole Location to be Abandoned |
| | - Proposed Joint Pole Location | | - Power Co. Location to be Held Jointly |
| | - Existing Verizon Manhole | | - Proposed Verizon Conduit Location |
| | - Proposed Verizon Manhole Location | | - Existing Verizon Buried Cable |
| | - Existing Verizon Conduit | | - Proposed Verizon Buried Cable Location |

96- B

MUNICIPALITY

5.4.1

FORM MASS. 560

ORDER FOR JOINT OR IDENTICAL POLE LOCATION

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

**Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:**

That VERIZON NEW ENGLAND INC. (Formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH) and MASSACHUSETTS ELECTRIC COMPANY be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors, guys and other sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said companies dated the 25TH day of June, 2015.

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

Poles shall be of sound timber and reasonably straight, and shall be set substantially at the points indicated upon the plan marked-VERIZON PLAN NO 752, dated 06/25/2015 filed with said petition. There may be attached to said poles by said VERIZON NEW ENGLAND INC. (Formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH) not to exceed 20 wires and 5 cables and by said MASSACHUSETTS ELECTRIC COMPANY such cables, wires and fixtures as are necessary in its business and all of said wires and cables shall be placed at a height to conform to the National Electric Safety Code.

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

WILLOW AVENUE – Place one (1) Pole

Location approximately as shown on Plans attached

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Haverhill, Massachusetts held on the _____ day of _____ 2015.

(over)

City Clerk

For Hearing A/c 25 2015

Hearing August 25
2015
5.2

Questions contact – Joe Ientile -978-766-3114

PETITION FOR POLE AND WIRE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Haverhill Massachusetts

NATIONAL GRID requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

South Cogswell St Ext- National Grid to install a sole owned pole 05-02 and anchor on S Cogswell Street Ext.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – South Cogswell Street Ext-Haverhill Massachusetts

17787763 July 13, 2015

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

NATIONAL GRID
BY Robert Neldash
Engineering Department

IN CITY COUNCIL: July 28 2015

VOTED: that HEARING BE HELD AUGUST 25 2015

Attest: "

City Clerk

92-B

City

5.2.1

Questions contact – Joe Ientile 978-766-3114

ORDER FOR POLE AND WIRE LOCATIONS

In the City of , Haverhill Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 13th day of July 2015.

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

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – South Cogswell Street Ext.

17787763 Dated: July 13, 2015. Filed with this order

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

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

South Cogswell St Ext- National Grid to install a sole owned pole 05-02 and anchor on S Cogswell Street Ext.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City/Town of , Massachusetts held on the day of 20 .

Massachusetts

City/Town Clerk.

20 .

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

Book

Page

Attest:

City/Town Clerk

5102 2015
Hearing Aug 25
FAP

B.

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of

NATIONAL GRID

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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

Board or Council of Town or City, Massachusetts

South Cogswell St Ext

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of Massachusetts, on the _____ day of _____ 20____, and recorded with the records of location orders of the said City, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

ROBERT D. HARB
ATTORNEY AT LAW
17 WEST STREET
HAVERHILL, MASSACHUSETTS 01830

November 10
2015

9.1

TEL: (978) 373-5611
FAX: (978) 373-7441
E-MAIL: bobharb@aol.com

OF COUNSEL
ALFRED J. CIROME

August 5, 2015

Haverhill City Council
4 Summer Street
Haverhill, MA 01830

Re: Petition of Discontinue a Portion of Rolfe Avenue, Haverhill, MA

To the Members of the Haverhill City Council:

The Proprietors of Linwood Cemetery, a Massachusetts nonprofit corporation with a principal place of business in Haverhill, MA, hereby petitions the Haverhill City Council to discontinue a portion of Rolfe Avenue as set forth in the plans filed herewith entitled "Proposed Discontinuance Plan of Land at Rolfe Avenue, Haverhill, Massachusetts, July 9, 2015 For Proprietors of Linwood Cemetery, Haverhill, MA 01830," and is more particularly described in the legal description enclosed herewith. Said portion of Rolfe Avenue to be discontinued contains 2,711 sq. ft. ± all as shown on said plan.

The Council will note that all land abutting said portion of Rolfe Avenue requested to be discontinued is owned by the petitioner, the Proprietors of Linwood Cemetery.

We waive the 65 day hearing requirement.

Respectfully submitted,

The Proprietors of Linwood Cemetery

By: 

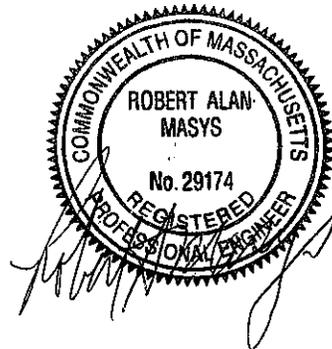
Robert D. Harb, its Attorney
17 West Street
Haverhill, MA 01830

**LEGAL DESCRIPTION
DISCONTINUANCE OF A PORTION OF
ROLFE AVENUE, HAVERHILL, MA.
BY PROPRIETORS OF LINWOOD CEMETERY**

Land as shown on a plan entitled "Proposed Discontinuance Plan of Land at Rolfe Avenue, Haverhill, MA. July 9, 2015", prepared by R.A.M. Engineering, 160 Main Street, Haverhill, MA. Said property is bounded as follows :

1. Northwesterly, by land of Proprietors of Linwood Cemetery, twenty-one and fifty two hundredths (21.52) feet, and forty-eight (48.00) feet, to a point;
2. Northeasterly, by a previously discontinued section of Rolfe Avenue, fifty (50.00) feet, to a point;
3. Southeasterly, by land of Proprietors of Linwood Cemetery, thirty-two and seventy-eight (32.78) feet, and thirty-one and three hundredths (31.03) feet, to a point;
4. Southwesterly, by John Ward Avenue, sixty-four and twenty-seven hundredths (64.27) feet, and twenty and forty hundredths (20.40) feet, to the point of beginning.

Said parcel contains 2,711 Square Feet +/-.



CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

8.1

*NEW _____
*RENEWAL _____

DATE OF REQUEST 12-11-14 DATE OF APPROVAL _____

NAME: FIRST Church of Christ-Bradford

ADDRESS: 10 Church Street Bradford, Mass. 01835

TELEPHONE #: 978-374-1114

VEHICLE TYPE: _____

PLATE #: _____
Do you currently have off street parking at your residence? CHURCH Yes _____ No
If yes, why is there a need for a handicap parking sign? we do have a parking lot in the back of the facility. for parishioners and visitor use.

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

x Maria Kelleher - Moderator First Church of Christ-Bradford
Applicant Signature

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

Approve _____ Denied

Reason for denial

Ala R. J. [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.

To: Chief Denaro

From: Officer Powell

Date: August 11, 2015

RE: Handicap Parking sign application

Sir,

I have spoken with representatives at the First Church of Christ located at 10 Church St. in regards to her application for a handicap parking signs. He advised me that they have several handicapped members. I also inspected the location. At this time I would recommend that a sign(s) be placed at the location.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'L. Powell', written over the typed name.

Officer L. Powell #8

The First Church of Christ, Bradford

10 Church Street
Bradford, Massachusetts 01835
978-374-1114
office@fccbradford.org



December 11, 2014

Dear Chief of Police:

The First Church of Christ, Bradford is currently requesting to have two spaces designated as "Handicap Parking" in front of the church facility near the ramp. We have several parishioners who are quite elderly and some who are challenged by physical limitations. Our facility is used for weekly worship services and often for funerals, weddings, and other events. Having two designated "Handicap Parking" spaces on Church Street will allow easier accessibility for those folks who need this service.

Thank You!! in advance for your understanding of this request.

Very truly yours,

Martha Kelleher, Moderator of The First Church of Christ, Bradford

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

8.2

*NEW
*RENEWAL

DATE OF REQUEST 6-22-15 DATE OF APPROVAL

NAME: Lynn M. De La Fuente

ADDRESS: 491 Washington St. Apt. 1 Haverhill, MA 01832

TELEPHONE #: 978-914-7090 or 978-476-8963

VEHICLE TYPE: SUV Pilot, black (2006)

PLATE #: 2NKP 60

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

If yes, why is there a need for a handicap parking sign? because 2nd floor residents use it. Can't walk to far. wear knee & feet

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

If yes, location?

Lynn M. De La Fuente
Applicant Signature

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

Approve Denied

 Reason for denial

Ala R. J. [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.

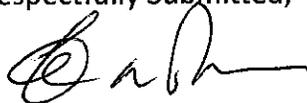
MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

To: Chief Denaro
From: Officer Powell
Date: August 11, 2015
RE: Handicap Parking sign application

Sir,

I have spoken with Lynn M. Delafuente of 491 Washington St. apt. 1 in regards to her application for a handicap parking sign. I also inspected the location. At this time it appears that she meets all the requirements for a handicap sign and I would recommend that a sign be placed at the location.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'L. Powell', written in a cursive style.

Officer L. Powell #8

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

813

*NEW New
*RENEWAL _____

DATE OF REQUEST 7-15-2015 DATE OF APPROVAL _____

NAME: Fawn Gale

ADDRESS: 48 Wilson St Haverhill Ma 01832

TELEPHONE #: 978-702-4840

VEHICLE TYPE: 2004 Jeep Cherokee

PLATE #: 1LD499

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 always had a driveway

If yes, location? _____

Fawn Gale
Applicant Signature

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

Approve Denied

Reason for denial

Ala R. P. [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.

To: Chief Denaro

From: Officer Powell

Date: August 11, 2015

RE: Handicap Parking sign application

Sir,

I have spoken with Fawn Gale of 48 Wilson St. in regards to her application for a handicap parking sign. I also inspected the location. At this time it appears that she meets all the requirements for a handicap sign and I would recommend that a sign be placed at the location.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "L. Powell", written in a cursive style.

Officer L. Powell #8

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

8.4

*NEW _____
*RENEWAL _____

DATE OF REQUEST 4/26/15 DATE OF APPROVAL _____

NAME: JOHANNA DEVEAU

ADDRESS: 57-BEACH ST. (57-59 BEACH ST.)

TELEPHONE #: 978-914-7106

VEHICLE TYPE: PLEASE SEE ATTACHED

PLATE #: _____

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

If yes, why is there a need for a handicap parking sign?
4 UNIT - 2 CARS PER UNIT - ONLY 4 CARS FIT IN DRIVEWAY.

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

If yes, location? _____

x Johanna Deveau
Applicant Signature

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

____ Approve Denied

Reason for denial

[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.

Approved by
public agency

2/26/15

A FEW YEARS AGO, I APPLIED FOR AND RECEIVED A
HANDICAPPED SIGN IN FRONT OF OUR HOUSE. WE HAVE
A 4-UNIT HOUSE - WE CURRENTLY HAVE 4 HANDICAPPED
IN OUR HOUSE - ALL WITH HANDICAP PLACKARDS.

I WOULD LIKE TO KNOW IF IT IS POSSIBLE TO HAVE
ANOTHER HANDICAPPED SIGN IN FRONT OF OUR HOUSE -
AND IF SO, WHAT I NEED TO DO TO MAKE THIS
POSSIBLE.

THANK YOU

JOHANNA DEVENAU



938-914-9106

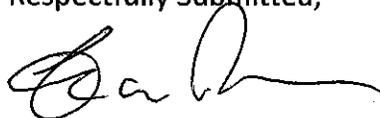
2B.01
GSC

To: Chief Denaro
From: Officer Powell
Date: August 11, 2015
RE: Handicap Parking sign application

Sir,

I have spoken with Johanna Deveau of 57 Beach St. in regards to her application for a handicap parking sign. I also inspected the location. She advised me that she has a handicap parking sign in front of her home. She is looking for an additional sign. She advised me that she lives in a four unit home. She states that each unit has two cars and only four cars fit in the driveway. She also told me that there are four handicap individuals living in the home. At first she told me that she was the owner, but she uses the handicap spot on the street. She then advised me that her son is the owner, and he uses the driveway. She advised me that the tenants that are handicapped are not allowed to use the four space driveway. The home is located on a corner with ample parking on the street. At this time I advised her that I would not recommend an additional handicap parking sign be placed at the location for her. I did advise her that other handicap tenants may apply and they would be reviewed.

Respectfully Submitted,



Officer L. Powell #8

Not to Public
DPW

8/10/15

10.1

**City of Haverhill
Application for Permit for
Amusements, Public Shows and Exhibitions**

Name of Organization: Greater Haverhill Arts Association

Address of Organization: 69 Farrwood, Ward Hill MA 01835

Is the Organization a Non-Profit? Yes No (If yes, must provide evidence of non-profit status) #1245492

*

Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and approved by the appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.

EVENT INFORMATION

Requesting permit for (List type of event):
Art Festival

Date of Event: Sept. 12 (2015) Time of Event: 10 - 4

Location of Event: Bradford Common
Indoor: Outdoor:

Name and Address of the Owner of the Property: First Church of
Christ, Bradford

* *If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.*

Number of Anticipated Attendees: 100
Number of Parking Spaces available on Site: Church Street parking & 20 spaces in church lot

Have arrangements been made for offsite parking? Yes _____ No

If yes, please give details of the offsite parking: _____

Are there charges or fees for parking? Yes _____ No If yes, list charges/fees _____

Please identify the plans for solid waste disposal and recycling: city barrels on site

Number of public restrooms available: Permanent (in church) Portable _____

Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up):
Set up 8 - 10 AM

Are you requesting that the fees be waived? Yes No _____
(City sponsored events or registered non-profit groups conducting events for wholly charitable purposes only)

Authorized Person: Ann Jones, GKAA President

Address of Authorized Person: 2 Sylvan St, Groveland MA 01834

Telephone #/Cell #/Pager # (Indicate if Pager): 978-372-2939/978-288-9009

Social Security Number of Authorized Person: 010-32-9182

Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.

M. J. [Signature]

APPROVALS:

Fire Chief:

Reviewed: Approved: Denied:

Comments/Conditions/Requirements: _____

Recreational Director: Required for all recreational facilities:

Reviewed: Approved: Denied:

Comments/Conditions/Requirements: _____

Police Chief:

Reviewed: Approved: Denied:

Comments/Conditions/Requirements: _____

Health Inspector/Board of Health:

Reviewed: Approved: Denied:

Comments/Conditions/Requirements: _____

Building Inspector:

Reviewed: Approved: Denied:

Comments/Conditions/Requirements: _____

Public Works Director:

(Make sure barriers are up prior to reporting)

Reviewed: Approved: Denied:

Comments/Conditions/Requirements: _____

Checklist for Applications For Amusements, Public Shows and Exhibitions

Completed Application – must be returned to the City Clerk’s Office (Room 118) at least thirty (30) days prior to the event.

Written permission from the owner of the property where the event will take place, including evidence of approval of the department or oversight authority of land that is protected or restricted by agreement with the state or federal government, if applicable.

~~N/A~~ Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning security, vendor, catering or food services.

Proof of adequate insurance coverage

If non-profit group, must provide evidence of non-profit status.

Upon request of any City official reviewing the application or the City Council, the applicant shall in addition furnish reasonable information concerning the conditions of the premises and the action to be taken in order to prevent danger to the public safety, health or order.

NOTE: In any calendar year, the City Council may grant a maximum for three (3) public event licenses, with a minimum of sixty (60) days between events on any privately owned land parcel(s) throughout the City.

OFFICE USE

PERMIT

Permit approved on: _____ **Number of Detail Officers:** _____

Proof of Insurance: Policy Number _____ **Expiration date** _____

Attendance Limited to: _____

Other Conditions/Requirements: _____

All permits issued fully incorporate the terms and conditions of Article IV Public Shows, Exhibitions and Events of Chapter 104 of the Code of the City of Haverhill

Signed: _____ **Issued on:** _____

City Clerk



The First Church of Christ, Bradford
10 Church Street
Bradford, Massachusetts 01835
978-374-1114/ office@fccbradford.org

August 7, 2015

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

Please be advised that the Board of Trustees, associated with the First Church of Christ- Bradford, grants permission to the Greater Haverhill Arts Association (GHAA) to hold their annual event on the Bradford Common on Sept. 12, 2015.

Our approval is contingent upon the GHAA meeting all the Haverhill City Council and Haverhill Police Department requirements.

Please contact us thru the church office (telephone number and e-mail address above) if you have any questions or concerns.

Very truly yours:

Martha Kelleher, Trustee

Martha Kelleher, Trustee

Kew

Examiner

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

LF

Name
Approved

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

ARTICLE I

The exact name of the corporation is:

Greater Haverhill Arts Association, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

To stimulate and promote the appreciation of the arts in this community and the practice of arts among the members, and to engage in any and all activities permitted by statute.

To conduct such other activities and programs in furtherance of the foregoing purposes as may be carried out by a corporation organized under Massachusetts General Laws Chapter 180 and described in Section 501 (c) (3) of the Internal Revenue Code.

- C
- P
- M
- R.A.

H
R.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

The corporation shall have members as ~~set forth~~ in its bylaws. Their terms of membership, rights, powers, privileges, and immunities shall be as from time to time stated in the bylaws.

ARTICLE IV

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

As set forth by Massachusetts General Laws Chapter 180, s.6 as amended by the Massachusetts General Laws Chapter 283 of the Acts of 1987.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

***If there are no provisions, state "None".*

Note: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

69 FARRWOOD DR., BRADFORD, MA 01835

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Ann Jones	2 Sylvan Street, Groveland, MA 01834	
Treasurer:	Joan Turner	69 Farrwood Drive, Bradford, MA 01835	PO Box 843 Plaistow NH 03865
Clerk:	Tina Fazio (secretary)	150 Newton Rd, Unit 4D	Plaistow NH 03865
Directors: (or officers having the powers of directors)	SAME AS ABOVE		

c. The fiscal year of the corporation shall end on the last day of the month of:

December

d. The name and business address of the resident agent, if any, of the corporation is:

JOAN TURNER 69 FARRWOOD DRIVE BRADFORD MA 01835

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 29th day of April, 2010.

Ann Jones

Joan Turner

Tina Fazio

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

1054

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

RECEIVED

JUN 01 2015

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 35 having been paid, said articles are deemed to have been filed with me this 1 day of June 20 15.

1245492

Effective date: _____



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Contact information:

JOAN TURNER

69 FARM WOOD DR

BRADFORD MA 01835

Telephone: 978-521-0215

Email: Jturnisa@comcast.net

A copy this filing will be available on-line at www.state.ma.us/sec/cor once the document is filed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Helios Insurance Group 1409 S. Lamar St., Suite 1007 Dallas, TX 75215	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL:	
	ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED Greater Haverhill Arts Association Subscriber Event Organizers of Helios Insurance Group Program 1409 S. Lamar St., Suite 1007 Dallas, TX 75215	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : HCC Specialty	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			Policy Number: S097001069 Policy Id: 04155	03/28/2015	03/28/2016	EACH OCCURRENCE \$ 1,000,000
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ Not Covered
	Host Liquor						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is added as an Additional Insured with respects to our Insured's operations only.
This coverage is with respect to GHAA Art Festival event to be held 09/12/2015 at Bradford Common.

CERTIFICATE HOLDER

Bradford Common member of Helios Group
75 South Main Street
Bradford, MA 01835

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2015

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Helios Insurance Group
1409 S. Lamar St., Suite 1007
Dallas, TX 75215

INSURED
Greater Haverhill Arts Association
Subscribed Event Organizers of Helios Insurance Group Program
1409 S. Lamar St., Suite 1007
Dallas, TX 75215

CONTACT NAME:		FAX (AFC. No.):	
PHONE:			
(INC. No. Ext.):			
E-MAIL:			
ADDRESS:			
PRODUCER:			
CUSTOMER ID #:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A:	HCC Specialty		
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL ISUR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		Policy Number: S097001069 Policy Id: 04155	03/28/2015	03/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is added as an Additional Insured with respects to our Insured's operations only. This coverage is with respect to GHAA Art Festival event to be held 09/12/2015 at Bradford Common.

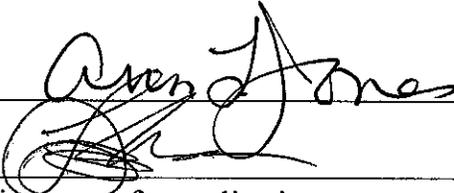
CERTIFICATE HOLDER
Greater Haverhill Arts Association member of Helios Group
Joan Turner, GHAA Treasurer
69 Farrwood Drive
Bradford, MA 01985

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

General Release & Indemnity Agreement

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

Signature of Authorized
Agent of Organization: _____



Date: 8/5/15

Signature Witnessed By: _____

Date: _____

City Council will hear this request for application on:

August 25 at 7 PM
(date) (time)

Applicant must attend: Yes _____

No _____

Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.

Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.

10.2

City of Haverhill
Application for Permit for RECEIVED
Amusements, Public Shows and Exhibitions

JUL 23 AM 10 00

Name of Organization: Team Haverhill CITY CLERKS OFFICE

HAVERHILL, MA.

Address of Organization: Leroy Ave. Haverhill, Ma. 01835

Is the Organization a Non-Profit? Yes No (If yes, must provide evidence of non-profit status)

Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and approved by the appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.

EVENT INFORMATION

Requesting permit for (List type of event):

River Ruckus

Date of Event: Sept. 26, 2015 Time of Event: 12 - 8:30p.m.

Location of Event: Parking lot behind "The Tap"
Indoor: Outdoor:

Name and Address of the Owner of the Property: City of Haverhill

If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.

Number of Anticipated Attendees: 10,000

Number of Parking Spaces available on Site: 0

Have arrangements been made for offsite parking? Yes No

If yes, please give details of the offsite parking: MEBA
Paving garage with 300
for 1 dollar

Are there charges or fees for parking? Yes No If yes, list charges/fees \$1

Please identify the plans for solid waste disposal and recycling: Team Haverhill
Volunteers will be assigned to trash pickup all day.
Covanta will supply bins and remove them at the
end of the event.

Number of public restrooms available: Permanent _____ Portable 5 Portable toilets

Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up):

Fireworks - We have contacted Fire Department and Harbor
Washington St. closure for Antique cars @ 10 a.m.
Reopen at 3:00 p.m.
Use of parking lot for set-up for food
vendors, bands and beer garden.

Are you requesting that the fees be waived? Yes No

(City sponsored events or registered non-profit groups conducting events for wholly charitable purposes only)

Authorized Person: Alice Mann

Address of Authorized Person: 51 Leroy Av, Bradford, MA

Telephone #/Cell #/Pager # (Indicate if Pager): 978-374-6367 / Cell: 617-834-3592

Social Security Number of Authorized Person: 204-38-8447

Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.

APPROVALS:

Fire Chief:

Reviewed: 6/11 Approved: 6/9/15 Denied: _____

Comments/Conditions/Requirements: Fireworks Fire Detail: necessary and will be coordinated with sponsor A/C [Signature] 6/9/15

Recreational Director: Required for all recreational facilities:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Police Chief:

Reviewed: [Signature] Approved: [Signature] Denied: _____

Comments/Conditions/Requirements: SIX (6) detail officers required plus AUX officers.

Health Inspector/Board of Health:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Building Inspector:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Public Works Director:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

General Release & Indemnity Agreement

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

Signature of Authorized
Agent of Organization:

Alie Mann

Date: 7/17/2015

Signature Witnessed By:

Gail M. Sullivan

Date: 7/17/2015

City Council will hear this request for application on:

July 28, 2015 at _____
(date) (time)

Applicant must attend: Yes _____ No _____

Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.

****Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.***

Mayor Fiorentini has included these costs in his budget.

Title: River Ruckus 2015

Event Date: Saturday, September 26, 2015

Promotion Dates: Friday 6/26 – 9/26, 2015

Concept: The River Radio will start promoting this event starting 3 months in advance with an announcement on social media and theriverboston.com, followed by a comprehensive on-air, on-site, and on-line marketing campaign to raise awareness.



Headliners: Will Dailey and Merrimack Delta Dubset
Opener: Katrina Gustafson

**WXRV will book two (2) or three (3) additional local homegrown artists to perform on 9/26/15.

Deadline: Full lineup to be provided to Team Haverhill no later than Monday June 22nd

VIP Area during the Event: Location TBD

Deadline: VIP details to be finalized no later than Monday, July 27th

Recorded On-Air Promos: The River Radio Network: 92.5 the River (Boston, MA) | 105.7 the River (Lakes and Mountains Region, NH) | 102.3 the River (Concord, NH).

The River Radio Network will produce a :60 second on-air commercial promoting the event, twenty (20x: Monday-Sunday 6a-12m) for the week leading up to the event (9/21-9/26).

- 20 per station (60 total)

Value: \$225 each / \$4,500 total promotional value

Deadline: Promotional script sent to production by Monday, September 14th for Team Haverhill to review prior to air.

LIVE On-Air Promos:

The River Radio Network: 92.5 the River (Boston, MA) | 105.7 the River (Lakes and Mountains Region, NH) | 102.3 the River (Concord, NH).

The River will feature songs from Will Dailey during daytime/prime-time hours, one month prior to the festival. Before/after each song being aired, River DJs will mention that he will be performing at River Ruckus 2015.

- A minimum of 7 per station, per week = 21 total per week / 84 over 4 weeks

• Value: \$100 per day / \$700 per week / \$2,800 total value

LIVE Concert Calendar Updates

The River Radio Network: 92.5 the River (Boston, MA) | 105.7 the River (Lake and Mountains Region, NH) | 102.3 the River (Concord, NH)

From June 26th through September 26th, the River will feature River Ruckus 2015 during the live read concert calendar (6:33 AM, 1:3 MID, 6:33 PM Monday through Friday) – which takes a look at River artists/bands that are performing in venues in and around the greater Boston area.

- A minimum of 30 times per station
- Value: \$50 each / \$1,500 total value

Digital | Social Media Promotion:

To increase website traffic and interaction for River Ruckus 2015, the River will feature a number of digital and Social Media assets on <http://www.theriverboston.com> and Facebook/Twitter/Instagram during the campaign.

- **Streaming:** Streaming audio commercials: The terrestrial broadcast of 92.5 the River is also available as a free on-line stream to its listeners – especially helpful during the 9 to 5 workday. *River Ruckus* messages and all promo messages will be streamed on-line at no charge on desktops and SmartPhones.

Value Commercial 60s (99) \$495 | Recorded and Live Promo Messages (213) \$1065 = Total \$1560

- An above the fold 940x350 pixel banner ad on www.theriverboston.com promoting River Ruckus from 9/7-9/26 with direct and trackable links to the main River Ruckus website.
- Listing on the River's Concert & Events page featuring artwork, banner ads, links and information about River Ruckus (6/26-9/26).
- Banner ads that will promote River Ruckus – rotating throughout www.theriverboston.com and link to [Team Haverhill's River Ruckus 2015 page](#)
 - Skyscraper – 160x600 pixel
 - Leaderboard – 728x90 pixel
 - Eblast banner – 560x160 pixel
- Instagram, Facebook, and Twitter postings before and during the festival (minimum of 3 per outlet)

Special coordinated posts: Week of 6/22, Week of 7/21, Week of 9/21, (lineup announcement, 2 month save the date, week of promoting)

Value \$4,500

The River On-Site:

- Two (2) 10'x10' branded tents, one for River team and one for band merchandise
- Wrapped Chevy Equinox in parking lot
- 9'x12' LogoWall with River logo for photo opportunities
- River banners/ backdrop hung on stage
- Sponsor thank you from the stage.
- Mention on Facebook and Twitter as River Ruckus Official Radio Partner
- Inclusion on all print and web ads
- 92.5 the River logo River Ruckus website
- 92.5 the River banners at Ruckus site.
- Parking at site for River Car
- **Value: \$3,000 total value**

Total Promotional value: \$17,360

Total NET Investment (paid in advance):

- Total 3 week net investment: \$10,125
- Talent Fee: \$300.00 (for 2 hour air host on site at the event)
- Note: Talent fee is invoiced and paid directly to the air host.
- Total NET Investment (Schedule and Talent Fee): \$10,425.00

- Total 3 week net investment: \$10,125
- Talent Fee: \$300.00 (for 2 hour air host on site at the event)
- Note: Talent fee is invoiced and paid directly to the air host.
- Total NET Investment (Schedule and Talent Fee): \$10,425.00
-

Accepted By Tim Jordan | Team Haverhill:

Accepted By WXRV | the River 92.5:

Date: _____

OFFICE USE

PERMIT

Permit approved on: _____ Number of Detail Officers: _____

Proof of Insurance: Policy Number _____ Expiration date _____

Attendance Limited to: _____

Other Conditions/Requirements: _____

All permits issued fully incorporate the terms and conditions of Article IV Public Shows, Exhibitions and Events of Chapter 104 of the Code of the City of Haverhill

Signed: _____ Issued on: _____
City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2015

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PRODUCER James Page Insurance Agcy. Inc. 191 Merrimack St., PO Box 111 Haverhill, MA 01830-0111 James Traver	CONTACT NAME: James Traver PHONE (A/C, No., Ext): 978-373-3893 E-MAIL ADDRESS: jtraver@jamespageins.com	FAX (A/C, No.): 978-373-9321
	INSURER(S) AFFORDING COVERAGE	
INSURED Team Haverhill, Inc, Inc. Alice Mann 51 Leroy Ave Bradford, MA 01835	INSURER A: Nautilus Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N07282015	09/26/2015	09/26/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Haverhill included as an additional insured

CERTIFICATE HOLDER City of Haverhill 4 Summer Street Haverhill, MA 01830	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 14 2013

TEAM HAVERHILL, INC
C/O TEAM HAVERHILL
51 HEROY AVE
BRADFORD, MA 01835

Employer Identification Number:

37-1665975

DIN:

102167049

Contact Person:

DANIEL RENNER

ID# 31697

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170 (b) (1) (A) (vi)

Form 990 Required:

Yes

Effective Date of Exemption:

January 12, 2012

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-EG, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (D0/EG)



Atlas PyroVision Entertainment Group, Inc.

P. O. Box 498, Jaffrey, New Hampshire 03452
Tel: (603) 532-8524 * Fax: (603) 532-4530
www.atlaspyro.com

This agreement as of this 2nd day of June, 2015 by and between Atlas PyroVision Entertainment Group, Inc., of Jaffrey, New Hampshire ("ATLAS") and Team Haverhill, Inc. ("CUSTOMER") of PO Box 5034, Haverhill, MA 01835 hereby agree as follows ("Agreement").

1. **Engagement:** CUSTOMER hereby engages ATLAS to provide to CUSTOMER a fireworks display ("Display"), and ATLAS accepts such AGREEMENT upon all of the promises, terms and conditions hereinafter set forth. The Display shall be outlined in the Bid, RFP, Quote or Proposal ("Scope of Work") and attached hereto and incorporated herein as Appendix A, if applicable.

1.1 **Atlas Duties:** Atlas shall provide all pyrotechnics, pyrotechnic equipment, arrange for barge(s), moorings, fire details, licensed and trained personnel, applications for permits (the cost of which, including all public safety and security fees, which shall be paid by Customer) including USCG permits and FAA notification (if applicable), worker compensation insurance by state statute, automobile insurance and liability insurance (solely covering pyrotechnic activity by Atlas) relating to the Fireworks Display described in this Agreement

1.2 **CUSTOMER Duties:** CUSTOMER shall give ATLAS full authority to arrange for barge, tug, marine patrol, harbor master, moorings (if required) and Fire Department detail ("Marine Expenses") for the Display. Customer shall be responsible for all Marine Expenses for the Display and security of all public viewing areas as set forth in Paragraphs 5, 6 and 7 below in this agreement. All payments for Marine Expenses and Security shall be the responsibility of CUSTOMER, including, but not limited to any fire department detail outside the jurisdiction of Display Location.

2. **Fireworks Display** CUSTOMER agrees to pay Atlas the total "Contract Amount" for a Display, on the following date(s), time, and location as follows:

Display Amount :	<u>\$15,000.00</u>	Display Date:	<u>9/26/2015</u>
Permit Fee(s):	_____	Postponement Date:	<u>9/27/2015</u>
Marine Expenses:	_____	Time of Display:	<u>8:00PM</u>
Total Contract Amount:	<u>\$15,000.00</u>	Location:	<u>Barge in Merrimack River</u>
Less Deposit Amount:	<u>\$5,000.00</u>		<u>pd \$1129 7/21/15 Haverhill MA</u>
Balance Due:	<u>\$10,000.00</u>		_____

Other: _____

2.1 **Deposit:** CUSTOMER agrees to pay ATLAS the "Deposit Amount" by 6/15/2015

2.2 **Expenses:** ATLAS shall pay all normal expenses directly related to the Display including insurance as outlined, pyrotechnic products, pyrotechnic equipment, licensed and trained personnel to set up and discharge the pyrotechnics and those additional items as outlined as ATLAS' responsibility in the Scope of Work. CUSTOMER shall pay all costs related to the Display not supplied by ATLAS including, but not limited to, those items outlined as CUSTOMER'S responsibility in this Agreement and Scope of Work.

2.3 **Interest:** In the event that the "Total Contract Amount" is not paid in full within thirty (30) days after the Date of Display, CUSTOMER will be responsible for the additional payment of 1.5% interest per month or 18% annually on the unpaid balance. If Atlas prevails in any litigation arising out of this Agreement, it shall be entitled to all costs incurred in connection with the litigation, including but not limited to reasonable attorney's fees.



6. **Security:** CUSTOMER shall provide and pay for adequate security personnel, Police Department services as may be necessary to preclude individuals other than those authorized by ATLAS from entering an area to be designated by ATLAS and the USGC, where applicable, as the area for the set-up of the Display, including a fallout area satisfactory to ATLAS where the pyrotechnics may safely be discharged and any debris may safely fall. ATLAS shall have no responsibility for monitoring or controlling CUSTOMER'S other contractors, vendors or volunteers; the public; areas to which the public, contractors, vendors or volunteers have access, including marine traffic.
7. **Cleanup:** ATLAS shall be responsible for the removal of all equipment provided by ATLAS and clean up of any "Live" or "Unexploded" pyrotechnic material (shall mean any device that contains unexploded mixtures or components) associated with the Display. CUSTOMER shall be responsible for the SITE after 9:00 a.m. the day following the Display for any other cleanup of "non-pyrotechnic" debris (non-pyrotechnic debris shall mean paper, paper disks, plastic, foil, rubber bands, etc.) that may be associated with the Display. CUSTOMER shall provide ATLAS with a trash receptacle or other suitable means for the disposal of all non-pyrotechnic material, cardboard boxes and incidental lumber from the Display.
8. **Insurance:** ATLAS agrees to provide: 1) General Liability insurance coverage for damages to persons or property arising from or related exclusively to the Display provided by ATLAS; 2) Automobile Liability Insurance; 3) Workers' Compensation Insurance (by State Statute.) The description, certificate holder and additional insured, if any, will be provided upon request and/or outlined within the Scope of Work.
9. **Indemnification:** ATLAS represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Display in a safe and professional manner. Notwithstanding anything in the Agreement to the contrary, ATLAS shall indemnify, hold harmless, and defend CUSTOMER and the additional insured's from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of ATLAS, their officers, agents, contractors, providers, or employees. CUSTOMER shall indemnify, hold harmless, and defend ATLAS from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of CUSTOMER, its officers, agents, contractors, vendors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.
10. **Limitation of Damages for Ordinary Breach:** Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 8 and 9 above, in the event CUSTOMER claims that ATLAS has breached this Agreement or was otherwise negligent in performing the Display provided for herein, CUSTOMER shall not be entitled to claim or recover monetary damages from ATLAS beyond the amount CUSTOMER has paid to ATLAS under this Agreement, and shall not be entitled to claim or recover any consequential damages from ATLAS including, without limitation, damages for loss of income, business or profits.
11. **Warranty and Disclaimer:** ATLAS acknowledges and CUSTOMER agrees that it is an acceptable industry occurrence to experience up to three percent (3%) of pyrotechnic failure-to-ignite during Display. Any amount over the acceptable industry standard may be inventoried and an equitable refund may be provided to CUSTOMER within 30 days of Display. ATLAS may make pyrotechnic substitutions to the Scope of Work of equal or greater value if, in its sole opinion, such substitutions are reasonable and necessary. ATLAS shall notify CUSTOMERS of such changes prior to Display. In the event that the Display is reduced or modified by the AHIJ or by ATLAS for safety concerns, the full dollar amounts outlined in this Agreement remain enforceable.
12. **Force Majeure:** CUSTOMER agrees to assume the risks of weather (including rough seas), strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of ATLAS which may prevent the Display from being safely discharged on any scheduled date, which may cause the cancellation of any event for which CUSTOMER has purchased the Display, or which may affect or damage such portion of the equipment as may be placed and exposed prior to the Display. If ATLAS is not reasonably able to safely discharge the Display on the scheduled date, or at the scheduled time, or should any event for which CUSTOMER has purchased the Display be canceled as a result of such causes, CUSTOMER may: 1) Reschedule the Display and pay ATLAS such sums as provided in Paragraph 3; or 2) Cancel the Display and pay ATLAS such sums as provided in Paragraph 4, based upon when the Display is canceled.
13. **Assignment -** CUSTOMER'S consent is not required for an assignment of this Agreement in connection with a sale, disposition or transfer of business assets to an affiliate company of ATLAS, which may be a majority-ownership affiliate of ATLAS. The assigned party shall unconditionally guarantee all of the provisions for the term of this Agreement.
14. **Taxes:** CUSTOMER agrees to pay all applicable sales, use, and entertainment taxes that may be required within the state the display is located and furnish ATLAS with a certificate of exemption prior to the Date of Display.

River Ruckus REV

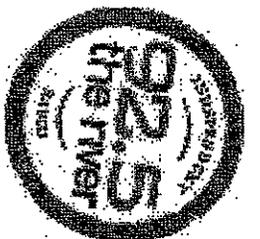
From: Cindy Gaiswold
 Phone: (978) 374-4733
 Email: cindygaiswold@river.com
 6/4/2015 11:04 AM

Flight Dates: 09/07/2015 - 09/27/2015

Demo: P 21+

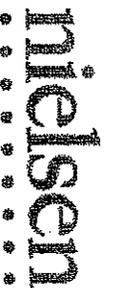
Schedule Description:
 2015

Radio Market: BOSTON
 Survey: FA14
 Geography: DMA



Radio Code	Daypart	Day of Week	Spots	Length	Rate	Total Cost	Mo	Tu	We	Th	Fr	Sa	Su	SPM
Radio Total			89		\$102.22	\$9,099.58	24	24						24
WXBV/AM			89		\$102.22	\$9,099.58	24	24						24
Radio Total			37		\$104.73	\$3,875.00	18	18						18
One Week Total			37		\$104.73	\$3,875.00	18	18						18
	M-F 6A-7P	PROT	15	60	\$150.00	\$2,250.00	122,000							1,811
	M-F 7P-12M	EVE	11	60	\$25.00	\$275.00	22,700							29,700
	Sa 9A-5P		5	60	\$150.00	\$750.00	44,300							69,000
	Su 9A-5P		6	60	\$100.00	\$600.00	27,000							44,400
One Week Total			36		\$103.47	\$3,725.00	177,400							315,800
	M-F 6A-7P	PROT	15	60	\$150.00	\$2,250.00	122,000							1,811
	M-F 7P-12M	EVE	11	60	\$25.00	\$275.00	22,700							29,700
	Sa 9A-5P		4	60	\$150.00	\$600.00	38,900							55,200
	Su 9A-5P		6	60	\$100.00	\$600.00	27,000							44,400
One Week Total			36		\$97.12	\$3,525.00	135,800							220,200
	M-F 6A-7P	PROT	15	60	\$150.00	\$2,250.00	122,000							1,811
	M-F 7P-12M	EVE	11	60	\$25.00	\$275.00	22,700							29,700

The first demo listed is the Primary Demo.
 This report was created in TRASCAM using the following Radio Information: BOSTON; FA14; DMA; Multiple Dayparts Used; P 21+; See Detailed Sourcing Page for Complete Details.
 Copyright © 2015 The Nielsen Company. All rights reserved.



Detailed Sourcing Summary

Radio Market: BOSTON
 Survey: Nielsen Radio PPM/Diary Combo Fall 2014
 Geography: DMA
 Daypart: Multiple Dayparts Used

Demographic/Population:

Demographic	Population	Percentage	Daypart
Adults 21+ (Primary)	4,939,600	4,944,700	5,945

Stations: User Selected
 Additional Notices:

Estimates reported for dayparts which start and end between 12m and 5a are based on the 5a-5a broadcast day. Estimates for all other dayparts are based on the 12m-12m calendar day. Audience estimates for eligible stations and combos (as described above) will be reported if the station or combo has met the following minimum reporting standards among Persons 12+, during the Monday-Sunday 6AM-Midnight daypart for the applicable 12-week report period:

- The station must have been credited for at least one quarter-hour in at least one In-Tab Diary or Meter; and
- The station or combo must have a Cume rating of 0.495 or greater.

The Reach and Frequency Model utilized by Nielsen is formulated on the bases of the Harris Model, a Linear Frequency reach-and-frequency model, and the Slide Rule audience (cume) growth model. Diary estimates are derived from the diaries that provided the audience data for the Nielsen Radio Market Report and are subject to the qualifications and limitations stated in that Report. PPM estimates are derived from the PPM technology and methodology and are subject to the qualifications and limitations stated in that Report. The TAPSCAN Web software product is accredited by the Media Rating Council and reports both accredited and non-accredited data. For a list of the accredited and non-accredited Nielsen radio markets and data available through TAPSCAN, click here: http://www.arbitron.com/knowledge/ABC_Accredited_Services_Markets.pdf

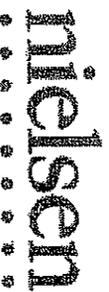
This report is based on areas measured by both PPM and diary methodologies. Audience estimates for non-encoded stations reflect listening in diary-measured areas only. Audience estimates for digital radio reflect listening in PPM-measured areas only.

Acquisition Website: <http://description.nielsen.com>
 Rating Reliability Estimator: <https://re.nielsen.com>

A Nielsen Radio eBook Special Notices and Station Activities document has been generated for each survey. Please select the hyperlink to the survey that interests you.
<https://book.nielsen.com/secure/jul12014/FAL/0013/bpifs/SpecialNotices.pdf>

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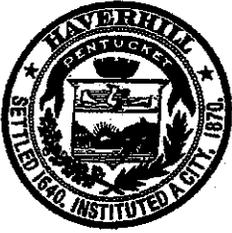
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PROMOTION



River Ruckus 2015!



Haverhill

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

Date: 8-11-15

Honorable President and Members of the Municipal Council:

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

Organization: Opportunity Works Applicant's Name: Melanie Tomlin
Applicant's Residence: 89 Pilgrim RD Haverhill MA 01832 Applicant's Signature: [Signature]

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

Date of Tag Day Request(s): NOV. 6, 7 2015 Date-solicitation on Public Way: N/A

Canister: Tag: Fee: \$ 20.00

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):

Market Basket
Westgate, Central, Riverside

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

[Signature]
Police Chief

In Municipal Council: _____

Attest: _____

City Clerk

RECEIVED
2015 AUG 11 AM 9 05
CITY CLERKS OFFICE
HAVERHILL, MA

CITY OF HAVERHILL

12

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Buy & Sell Second Hand Clothing

Name of business W.W. Thrift Store

Type of business RETAIL THRIFT STORE

Address of business 26 LAFAYETTE SQ.

JAMES SANECHIARO

James Sanechiaro

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, AUG 7th, 2015

OFFICE USE ONLY

RENEW

NO. _____

FEE \$50.00

IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

_____, CITY CLERK

APPROVED ✓

DENIED _____

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

12

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Buy & Sell Second Hand Articles

Name of business W.W. Thrift Store

Type of business RETAIL THRIFT STORE (W)

Address of business 26 LAFAYETTE SQ

JAMES SANECHIARO

James Sanechiaro

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, AVG 7th, 2015

OFFICE USE ONLY

RENEW

No. _____

FEE \$50.00

IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

_____, CITY CLERK

APPROVED ✓

DENIED _____

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

Hearing May 5 2015

plus Ordinance 33

Robert D. Harb
ATTORNEY AT LAW
17 WEST STREET
HAVERHILL, MASSACHUSETTS 01830

Of Counsel
Alfred J. Cirome

14.1

TEL: (978) 373-5611
FAX: (978) 373-7441
EMAIL: bobharb@aol.com

March 6, 2015

City Council
City of Haverhill
4 Summer Street
Haverhill, MA 01830

Re: PETITION TO AMEND THE ZONING DISTRICT BOUNDARY MAP
For A Portion of Tax Map 588 Block 422 Lot 16
Applicant and Owner: Eileen F. Petrocelli
Affected Property: 95 Lake Street, Haverhill, MA

This Petition is hereby made to Amend the Zoning District Boundary Map for a portion of the property located at 95 Lake Street, Haverhill, MA from the RR (Residential Rural Density) Zone to the RM (Residential Medium) Zone. The property is presently located in both the RR (Residential Rural Density) Zone and the RM (Residential Medium) Zones. The passage of this Amendment would place the entire property in an RM Zone.

The entire premises contains 7.8 Acres of land, more or less, as shown on the enclosed Plan.

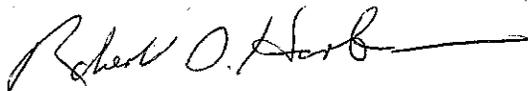
This Petition is being filed by the owner of the land to be affected by the amendment.

Submitted with this Petition is a reproducible plan and 32 copies of the same.

Also enclosed is a meets and bounds description of the property requested to be rezoned and the applicable filing fee made payable to the City of Haverhill.

The Applicant waives the 65 day hearing requirement.

Respectfully submitted,



Robert D. Harb, Attorney For Eileen F. Petrocelli



Eileen F. Petrocelli

IN CITY COUNCIL: May 5 2015
CONTINUE TO JUNE 16 2015
Attest:

City Clerk

l-city-petrocelli-petition
IN CITY COUNCIL: March 17 2015
REFER TO PLANNING BOARD and
VOTED: that COUNCIL HEARING BE HELD MAY 5 2015
Attest:

City Clerk

IN CITY COUNCIL: June 16 2015
CONTINUE TO AUGUST 25 2015r
Attest:

City Clerk

S.E.C. & Associates, Inc.
Surveying & Engineering Consultants

January 7, 2015

Proposed Relocated Zone Line Description

**Prepared for;
Eileen Petrocelli
Parcel #588-422-16
95 Lake Street
Haverhill, Ma**

To relocate the RM & RR Zone line as follows;

Beginning at a point 700' from the centerline of Lake street at the southerly lot line of lot 588-422-16 and the northerly lot line of lot 577-422-16L at the current location of the "RM & RR" zone line

Thence running along the lot line in a south westerly direction approximately 346.5'+/- to a point at lot 588-422-16D

Thence running along the lot lines of lots 588-422-16D, 588-422-16E & 588-422-16F in a north easterly direction approximately 374.5'+/- to a point at lot 588-422-16F

Thence running along the lot line in a north westerly direction approximately 49.9'+/- to a point at lot 588-422-16L

Thence running along the lot line of lot 588-422-16L in a north easterly direction 150'+/- to a point at lot 588-422-16L

Thence running along the lot lines of lots 588-422-16L & 588-422-16H in a north westerly direction approximately 304'+/- to a point at Lake Street

Thence running along Lake Street in a north easterly direction approximately 50.5'+/- to a point at lot 588-422-16J

Thence running along the lot lines of lots 588-422-16J & 588-422-16K in a south easterly direction approximately 304'+/- to a point at lot 588-422-16K

Thence running along the lot line of 588-422-16K in a north easterly direction approximately 200'+/- to a point at lots 588-422-16K, 588-422-20C & 588-422-20F

Thence running along the lot line of lot 588-422-20F in a south easterly direction approximately 389.5'+/- to a point 700' from the centerline of Lake Street at the current location of the "RM & RR" zone line at the common lot line of lots 588-422-20F & 588-422-16. Approximately 6.4+/- acres.

Intending to describe the proposed relocated zone line as depicted on the plan entitled "Plan of Land Parcel ID: 588-422-16 95 Lake Street Haverhill Massachusetts" dated December 9, 2014, scale 1"=60', prepared for Eileen Petrocelli, prepared by S.E.C. & Associates, Inc.

**P.O. Box 1337 * 138 NEWTON ROAD UNIT 33A * PLAISTOW, NH 03865
TELE: (603) 382-5065 FAX (603) 382-5216**

Robert D. Harb
ATTORNEY AT LAW
17 WEST STREET
HAVERHILL, MASSACHUSETTS 01830

TEL: (978) 373-5611
FAX: (978) 373-7441
EMAIL: bobharb@aol.com

Of Counsel
Alfred J. Cirome

August 7, 2015

City Council
City of Haverhill
4 Summer Street
Haverhill, MA 01830

REQUEST FOR CONTINUANCE TO SEPTEMBER 8, 2015

Original Scheduled Hearing Date: May 5, 2015

Continued to June 16, 2015

Continued to August 25, 2015

**Re: Eileen Petrocelli-Petition To Rezone From RR to RM
95 Lake Street**

To The Haverhill City Council:

At the request of a City Councilor who cannot be present at the August 25, 2015 meeting, Applicant respectfully requests that the hearing scheduled for August 25, 2015 be continued to September 8, 2015.

Applicant again waives the 65 day hearing requirement.

Respectfully submitted,

Eileen Petrocelli

By: 

Robert D. Harb, Her Attorney

Cc: City Council Clerk, City Clerk

Linda Koutoulas

From: City Council
Sent: Friday, August 07, 2015 8:26 AM
To: newton
Cc: Linda Koutoulas; City Council; Bill Macek (wjm227@gmail.com); Bill Ryan (roundpond@comcast.net); Colin LePage; John Michitson (michitson@mitre.org); Mary Ellen Daly O'Brien (medobrn@aol.com); Melinda Barrett; Mike McGonagle (mike@mcsitemps.com); Robert Scatamacchia; Tom Sullivan (tsullivan@cityofhaverhill.com)
Subject: RE: Zoning Issue

Dear Mr. Newton:

Thank you for your email. I will forward it to each Councillor.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: newton [<mailto:newton@originlab.com>]
Sent: Tuesday, August 04, 2015 10:43 AM
To: City Council
Cc: condoassistantwmh@comcast.net
Subject: Zoning Issue

To all the city counsel members,

This is my notice to dispute any zoning change for 95 Lake Street.

My wife and I just purchased a unit on Perkins Ct in Haverhill and the biggest attraction was the landscape and all the trees surrounding the complex.

Any zoning changes will jeopardize the area and drive down the values of each unit, which will cost the city tax dollars in the long run.

The risk of losing tax dollars from many homeowners is not offset by the possible tax revenues that might be generated by new homes in the areas.

I am not familiar with the area but I do know that there are many condos in the West Meadow development and I am willing to bet that it would take the construction of a tremendous number of homes to make up the possible loss in tax revenues for the city.

Respectfully,
Eric Newton



West Meadow Hill

CONDOMINIUM UNIT OWNERS' ASSOCIATION

800 Broadway • Haverhill, MA 01832

978-372-9064

RECEIVED

2015 AUG 19 PM 12 11

CITY CLERKS OFFICE
HAVERHILL, MA.

August 18, 2015

To: All members of the Haverhill City Council

From: The Board of Managers of West Meadow Hill Condominium Association

Re: Petition against rezoning 95 Lake Street; August 25, 2015 Council meeting

The owner-members of the West Meadow Hill Condominium Association, all of whom are legal abutters to 95 Lake Street, have requested we forward their petitions asking all Council members to vote *against* the request to rezone this property to "RM."

These petitions reflect:

- The request of the owners of 233 homes at West Meadow for all Council members to vote "**NO**" to this rezoning request.
- A total of 312 owners at West Meadow Hill have signed these petitions.
- Of these, 281 are registered to vote in the City of Haverhill.

The majority of the abutters to 95 Lake Street are against this zoning change.

We have also enclosed a copy of the City of Haverhill zoning map covering properties on or off of Lake Street, portions of West Lowell Ave, and a section of West Meadow Hill. This map has been "edited" to highlight the 95 Lake Street property, the West Meadow Hill property line, and the current zoning line reflecting the separation of RR and RM zoning.

Ron
McKinnon

We respectfully ask you to consider the following:

- It is clear that all properties westerly and south westerly of the West Meadow property line have historically been, and should continue to be, zoned RR.
- The current zoning line dividing RR/RM was drawn based on an "arbitrary" 700 foot distance from the center line of Lake Street.
- The impact of the way the line was drawn is that there are at least six properties on Lake Street that are bisected resulting in a small fraction of each falling within the RM zone while the vast majority of each property is zoned RR.
- This line also caused two portions of West Meadow property, parts of West Parish Court and Danforth Court, to erroneously fall in the RR zone when it is clear that all of West Meadow was, and should continue to be, zoned RM.
- ***All of the problems detailed above would be alleviated if the "RR/RM" zone line were to be correctly "redrawn" to mirror West Meadow's property line along the west and south westerly portion.***

Thank you,

The Board of Managers of West Meadow Hill Condominium Association;

Gary Lombardi, Chairman
William Gould
Ronald Thimot
Jayson Montebianchi
Ronald McKinnon

Enclosures:

West Meadow Hill owner's petitions.

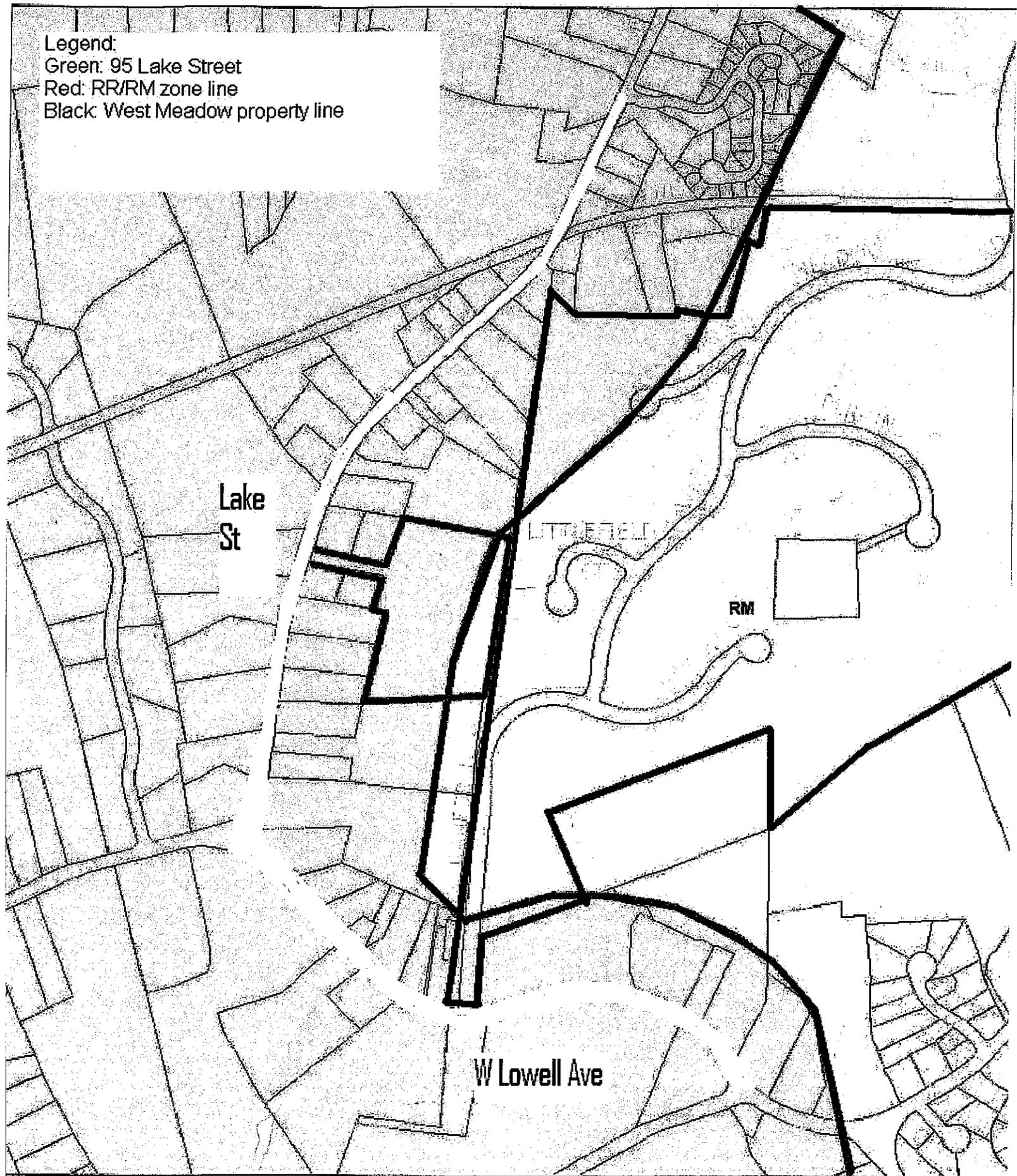
City of Haverhill zoning map with notations.

Legend:

Green: 95 Lake Street

Red: RR/RM zone line

Black: West Meadow property line



Original

Robert D. Harb
ATTORNEY AT LAW
17 WEST STREET
HAVERHILL, MASSACHUSETTS 01830

TEL: (978) 373-5611
FAX: (978) 373-7441
EMAIL: bobharb@aol.com

Of Counsel
Alfred J. Cirome

June 16, 2015

City Council
City of Haverhill
4 Summer Street
Haverhill, MA 01830

REQUEST FOR CONTINUANCE TO AUGUST 25, 2015
Original Scheduled Hearing Date: May 5, 2015
Continued to June 16, 2015

Re: Eileen Petrocelli-Petition To Rezone From RR to RM
95 Lake Street

To The Haverhill City Council:

For various reasons, including but not limited to a recent meeting with numerous neighbors held June 11, 2015, Applicant respectfully requests that the hearing scheduled for June 16, 2015 be continued to August 25, 2015.

Applicant again waives the 65 day hearing requirement.

Respectfully submitted,

Eileen Petrocelli

By:  _____
Robert D. Harb, Her Attorney

*6-16
6-30*

To The City Council of Haverhill, Mass.

June 12, 2015

From: Ronald and Elizabeth McKinnon, 47 Littlefield Ct., Haverhill, Mass.

Re: Petition to rezone 95 Lake Street from RR to RM to be heard at the June 16th meeting.

Applicant/owner Eileen Petrozelli, though her attorney Robert Harb is asking the Council to approve a rezoning of the above property from a "split" zone of RR/RM to RM.

Approximately 675 feet +/- of the property line of 95 Lake St. abuts West Meadow Hill Condominiums. We and the other **436 owners of property at West Meadow Hill are direct abutters to this property** and therefore have a significant interest in this petition.

We understand that the applicant has been before the City Council on two prior occasions and there was a "public hearing" before the Haverhill Planning Board on April 8, 2015. **None of the abutters were ever informed of any of these meetings**; we just found out about this request for rezoning by word of mouth on June 10th, 2015. We also understand that the Planning Board and Mr. Pillsbury have given a "favorable" recommendation to the City Council in support of this zoning change. As a **result no abutter had the opportunity to give any input to either the City Council or the Planning Board regarding this matter**. As "Parties of Interest" we are of the opinion that a Notice of Public Hearing should have been given to all abutters under 255-101.

Three buildings at West Meadow, containing 24 homes, are directly adjacent to the property line, some as close as 58 feet. In addition, an estimated 50-60 homes at West Meadow have a direct "line of sight" to this property.

The portion of land of 95 Lake Street that is adjacent to West Meadow is heavily wooded and abounds with wildlife. The possible development of 95 Lake Street that would result from a zoning change would likely result in the loss of these woodlands and wildlife. This would not only change rural nature of the setting but could **lower the property values 437 homeowners at West Meadow**.

We ask the Council to deny this request for the following reasons:

- Applicant states that the property is presently in 2 zones (RR and RM). Applicant further states that as general rule it is preferred that a given property be in one zone. While this is technically correct we argue that the request to change the property to RM is based on a specious argument.

-It appears that this split zoning is due to an abnormally or error in drawing the RM zoning line that goes through this property.

-Only a small fraction, roughly 10-15% of the 7.8 acres is zoned RM. The vast majority, 85-90% falls within the RR zone.

-We would argue that if the Council feels that a zoning change is desired said change should be to make the entire property RR.

- All of the properties in the surrounding area are zoned RR. Changing this property to RM would result in a “one-off” property zoned this way and would open the door for development that would be totally out of character with the surrounding neighborhood which **will result in a dramatic negative impact on the roughly 450 direct abutters to the property in question.**
- Some of the adjacent properties along Lake Street also have a small fraction of land that is also zoned RM. By approving this request **the Council would be setting a precedent** that could open the door for additional requests of this nature.
- Attorney Harb has presented documentation that attempts to show that a number of properties in the surrounding area do not meet the minimum requirement for 80,000 sq. ft. in a RR zone.

-This documentation is flawed in that it includes some 37 properties on Danielle Drive and Christian Circle which are located a half mile away, all of which are on very small lots. **These properties should be excluded from any analysis.**

-In point of fact most of the properties in the surrounding neighborhood are on large lots in a very rural setting. Rezoning this specific property would result in a dramatic change to the neighborhood.

- Applicant has stated that even without a change in zoning she could build multiple homes on the portion of the land that is currently zoned RM.

-There are significant portions of this property that contain wetlands which would preclude any building at all on the portion currently zoned RM..

For all of the above reasons we request that the City Council deny the applicant's request to rezone this property to RM.

Respectfully submitted,

Ronald and Elizabeth McKinnon

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 8:22 AM
To: 'Barbara Arthur'; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Cc: Linda Koutoulas
Subject: FW: Rezoning of property at 95 Lake Street

FYI

b

From: PATRICIA FELLER [<mailto:berry39@verizon.net>]
Sent: Saturday, June 13, 2015 2:55 PM
To: citycncl@cityofhaverhill.com
Cc: Mary Manseau
Subject: Rezoning of property at 95 Lake Street

I am a homeowner residing on Littlefield Court in the West Meadow Hill community and therefore an abutter of this property. I am writing to encourage the Council to consider the negative impact on the homes in West Meadow if a large, close density development is built right next door. There is limited space (in some cases only 50 feet) between this property and homes on Littlefield Court but for now that space is filled with a dense tree line affording privacy and a desirable environment AND that environment enhances the values of our homes. As an abutter, I should have received notice of the hearing on Tuesday but I learned of it only through a neighbor. Since I cannot attend, I ask that you deny the petition to allow greater density home building on the property in question and preserve the home values of both Lake Street and West Meadow Hill. Thank you, Patricia Feller

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 9:59 AM
To: aturcotte@comcast.net
Cc: Linda Koutoulas; citycncl@cityofhaverhill.com; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: proposed rezoning of Lake St.

Dear Mr. Turcotte:

Thank you for your email. I will forward it to each Councillor.

The Attorney has requested a postponement to August 25th.

Please contact me if you have any additional concerns.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: aturcotte@comcast.net [mailto:aturcotte@comcast.net]
Sent: Monday, June 15, 2015 8:14 PM
To: citycncl@cityofhaverhill.com
Subject: proposed rezoning of Lake St.

To all council members:

On May 13, 2015 I made a major change in my life by buying a condo in the West Meadow complex. Little did I know that not very long after I moved in that the abutting property was being seriously considered by the City Council to change the zoning class from RR to RM which could have a large impact on all the residents of West Meadow. In allowing such a change would impact the city infrastructure, fire dept., police, schools. It would affect the wildlife habitat, the water table, runoff only to name a few of the effects that would occur if this rezoning is allowed to take place. I was under the impression as a former resident of NH that ALL such considerations require notification to all of the abutters in advance of the scheduled meeting. With your recommending the change you are favoring one person to profit at the expense of more than 400 owners and voters. Elected officials represent the interests of the entire community not just one individual.

I honestly hope that you give very serious consideration to the vote you are about to take as it will have a negative impact on all of the city's resources not withstanding the abutters and the residents of West Meadow.

Please take the decision you are about to make very seriously.

Thank You
Armand Turcotte
26 Littlefield Court
Haverhill. Ma. 01832

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 8:26 AM
To: 'Sharon Yu'
Cc: Linda Koutoulas; 'Barbara Arthur'; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: 95 Lake Street Zoning

Dear Ms. Yu:

Thank you for your email. I have forwarded it to each Councillor.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: Sharon Yu [<mailto:17shly@gmail.com>]
Sent: Sunday, June 14, 2015 3:56 PM
To: citycncl@cityofhaverhill.com
Subject: 95 Lake Street Zoning

To The City Council:

As an owner at West Meadow Hill, I am an abutter to the property at 95 Lake Street and I am AGAINST this property being rezoned.

Sharon L. Yu

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 8:25 AM
To: 'Mary Mmanseau'
Cc: Linda Koutoulas; 'Barbara Arthur'; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: Petition to rezone 95 Lake St.

Dear Ms. Manseau:

Thank you for your email. I have forwarded it to each Councillor.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

-----Original Message-----

From: Mary Mmanseau [<mailto:mmanseau@verizon.net>]
Sent: Saturday, June 13, 2015 4:15 PM
To: citycncl@cityofhaverhill.com
Subject: Petition to rezone 95 Lake St.

As an owner on Littlefield Court I wish to ask the City Council to deny the petition to rezone 95 Lake St. so as to prevent a close large development next to West Meadow Hill because of the impact on our homes. A medical condition does not allow me to attend the meeting but thank you for your consideration to deny the petition. Mary M. Manseau

Sent from my iPad

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 8:27 AM
To: 'Suzanne E. MacKenzie'
Cc: Linda Koutoulas; 'Barbara Arthur'; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: Zoning Change - 95 Lake Street - June 16th

Dear Ms. MacKenzie:

Thank you for your email. I have forwarded it to each Councillor.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: Suzanne E. MacKenzie [<mailto:sue4mac@comcast.net>]
Sent: Sunday, June 14, 2015 4:14 PM
To: citycncl@cityofhaverhill.com
Subject: Zoning Change - 95 Lake Street - June 16th

To Who it May Concern:

I am a homeowner at West Meadow and as an owner and an abutter to the property at 95 Lake Street I am against 95 Lake Street being rezoned.

Thank you
Suzanne MacKenzie
14 Clement Court
Haverhill, MA 01832

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 9:47 AM
To: nanpep3@aol.com
Cc: citycncl@cityofhaverhill.com; Linda Koutoulas; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: Property Owner @ West Meadow

Dear Steve & Diane:

Thank you for your email. I will forward it to each Councillor.

The Attorney has requested a postponement to August 25th.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

-----Original Message-----

From: nanpep3@aol.com [<mailto:nanpep3@aol.com>]
Sent: Monday, June 15, 2015 4:03 PM
To: citycncl@cityofhaverhill.com
Subject: Property Owner @ West Meadow

As an owner at West Meadow we are abutters to 95 Lake St. and we would like it known we are AGAINST this property being rezoned.

Steve & Diane Lavallee

Sent from my iPhone

Robert D. Harb
ATTORNEY AT LAW
17 WEST STREET
HAVERHILL, MASSACHUSETTS 01830

TEL: (978) 373-5611
FAX: (978) 373-7441
EMAIL: bobharb@aol.com

Of Counsel
Alfred J. Cirome

June 16, 2015

City Council
City of Haverhill
4 Summer Street
Haverhill, MA 01830

REQUEST FOR CONTINUANCE TO AUGUST 25, 2015
Original Scheduled Hearing Date: May 5, 2015
Continued to June 16, 2015

Re: Eileen Petrocelli-Petition To Rezone From RR to RM
95 Lake Street

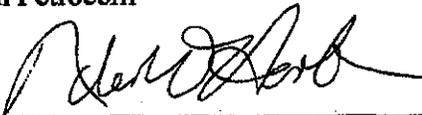
To The Haverhill City Council:

For various reasons, including but not limited to a recent meeting with numerous neighbors held June 11, 2015, Applicant respectfully requests that the hearing scheduled for June 16, 2015 be continued to August 25, 2015.

Applicant again waives the 65 day hearing requirement.

Respectfully submitted,

Eileen Petrocelli

By: 

Robert D. Harb, Her Attorney

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 8:22 AM
To: 'Barbara Arthur'; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Cc: Linda Koutoulas
Subject: FW: Rezoning of property at 95 Lake Street

FYI
b

From: PATRICIA FELLER [<mailto:berry39@verizon.net>]
Sent: Saturday, June 13, 2015 2:55 PM
To: citycncl@cityofhaverhill.com
Cc: Mary Manseau
Subject: Rezoning of property at 95 Lake Street

I am a homeowner residing on Littlefield Court in the West Meadow Hill community and therefore an abutter of this property. I am writing to encourage the Council to consider the negative impact on the homes in West Meadow if a large, close density development is built right next door. There is limited space (in some cases only 50 feet) between this property and homes on Littlefield Court but for now that space is filled with a dense tree line affording privacy and a desirable environment AND that environment enhances the values of our homes. As an abutter, I should have received notice of the hearing on Tuesday but I learned of it only through a neighbor. Since I cannot attend, I ask that you deny the petition to allow greater density home building on the property in question and preserve the home values of both Lake Street and West Meadow Hill. Thank you,
Patricia Feller

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 8:26 AM
To: 'Sharon Yu'
Cc: Linda Koutoulas; 'Barbara Arthur'; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: 95 Lake Street Zoning

Dear Ms. Yu:

Thank you for your email. I have forwarded it to each Councillor.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: Sharon Yu [<mailto:17shly@gmail.com>]
Sent: Sunday, June 14, 2015 3:56 PM
To: citycncl@cityofhaverhill.com
Subject: 95 Lake Street Zoning

To The City Council:

As an owner at West Meadow Hill, I am an abutter to the property at 95 Lake Street and I am AGAINST this property being rezoned.

Sharon L. Yu

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 8:25 AM
To: 'Mary Mmanseau'
Cc: Linda Koutoulas; 'Barbara Arthur'; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: Petition to rezone 95 Lake St.

Dear Ms. Manseau:

Thank you for your email. I have forwarded it to each Councillor.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

-----Original Message-----

From: Mary Mmanseau [<mailto:mmanseau@verizon.net>]
Sent: Saturday, June 13, 2015 4:15 PM
To: citycncl@cityofhaverhill.com
Subject: Petition to rezone 95 Lake St.

As an owner on Littlefield Court I wish to ask the City Council to deny the petition to rezone 95 Lake St. so as to prevent a close large development next to West Meadow Hill because of the impact on our homes. A medical condition does not allow me to attend the meeting but thank you for your consideration to deny the petition. Mary M. Manseau

Sent from my iPad

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 8:27 AM
To: 'Suzanne E. MacKenzie'
Cc: Linda Koutoulas; 'Barbara Arthur'; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: Zoning Change - 95 Lake Street - June 16th

Dear Ms. MacKenzie:

Thank you for your email. I have forwarded it to each Councillor.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: Suzanne E. MacKenzie [<mailto:sue4mac@comcast.net>]
Sent: Sunday, June 14, 2015 4:14 PM
To: citycncl@cityofhaverhill.com
Subject: Zoning Change - 95 Lake Street - June 16th

To Who it May Concern:

I am a homeowner at West Meadow and as an owner and an abutter to the property at 95 Lake Street I am against 95 Lake Street being rezoned.

Thank you
Suzanne MacKenzie
14 Clement Court
Haverhill, MA 01832

Linda Koutoulas

From: City Council
Sent: Thursday, July 30, 2015 8:22 AM
To: Linda Koutoulas
Subject: FW: rezoning proposal -Lake St.

Please add this to the file. I forwarded it to all.
b

From: sruss1010 [<mailto:sruss1010@aol.com>]
Sent: Tuesday, July 28, 2015 5:03 PM
To: City Council
Cc: Mayor
Subject: rezoning proposal

To City Council Members: I am writing in anticipation of a meeting on August 25th during which there will be a discussion on rezoning property at 95 Lake St. that abuts West Meadow Hill condominiums. The rural nature of this property of 438 units, as well as property values, will be greatly impacted if this zoning proposals passes.

The proliferation of subdivisions off of Rte 97, from Dunkin Donuts northbound, is profoundly affecting the area - with traffic congestion, wildlife disruption, increased need for school, fire and police services, and reduced "natural" settings. If this rezoning is permitted, what will happen in the future if other abutters also request a rezoning? You will be setting precedent that will not necessarily be a positive basis for the growth of Haverhill, and will certainly not make the 438 taxpayers at West Meadow happy Haverhill residents.

Please consider carefully.

Sharyn Russell
3 Littlefied Ct.

City Council

From: City Council
Sent: Friday, August 07, 2015 8:26 AM
To: newton
Cc: Linda Koutoulas; City Council; Bill Macek (wjm227@gmail.com); Bill Ryan (roundpond@comcast.net); Colin LePage; John Michitson (michitson@mitre.org); Mary Ellen Daly O'Brien (medobrn@aol.com); Melinda Barrett; Mike McGonagle (mike@mcsitemps.com); Robert Scatamacchia; Tom Sullivan (tsullivan@cityofhaverhill.com)
Subject: RE: Zoning Issue

Dear Mr. Newton:

Thank you for your email. I will forward it to each Councillor.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: newton [<mailto:newton@originlab.com>]
Sent: Tuesday, August 04, 2015 10:43 AM
To: City Council
Cc: condoassistantwmh@comcast.net
Subject: Zoning Issue

To all the city counsel members,

This is my notice to dispute any zoning change for 95 Lake Street.

My wife and I just purchased a unit on Perkins Ct in Haverhill and the biggest attraction was the landscape and all the trees surrounding the complex.

Any zoning changes will jeopardize the area and drive down the values of each unit, which will cost the city tax dollars in the long run.

The risk of losing tax dollars from many homeowners is not offset by the possible tax revenues that might be generated by new homes in the areas.

I am not familiar with the area but I do know that there are many condos in the West Meadow development and I am willing to bet that it would take the construction of a tremendous number of homes to make up the possible loss in tax revenues for the city.

Respectfully,
Eric Newton

To The City Council of Haverhill, Mass.

June 12, 2015

From: Ronald and Elizabeth McKinnon, 47 Littlefield Ct., Haverhill, Mass.

Re: Petition to rezone 95 Lake Street from RR to RM to be heard at the June 16th meeting.

Applicant/owner Eileen Petrocelli, though her attorney Robert Harb is asking the Council to approve a rezoning of the above property from a "split" zone of RR/RM to RM.

Approximately 675 feet +/- of the property line of 95 Lake St. abuts West Meadow Hill Condominiums. We and the other **436 owners of property at West Meadow Hill are direct abutters to this property** and therefore have a significant interest in this petition.

We understand that the applicant has been before the City Council on two prior occasions and there was a "public hearing" before the Haverhill Planning Board on April 8, 2015. **None of the abutters were ever informed of any of these meetings**; we just found out about this request for rezoning by word of mouth on June 10th, 2015. We also understand that the Planning Board and Mr. Pillsbury have given a "favorable" recommendation to the City Council in support of this zoning change. As a **result no abutter had the opportunity to give any input to either the City Council or the Planning Board regarding this matter**. As "Parties of Interest" we are of the opinion that a Notice of Public Hearing should have been given to all abutters under 255-101.

Three buildings at West Meadow, containing 24 homes, are directly adjacent to the property line, some as close as 58 feet. In addition, an estimated 50-60 homes at West Meadow have a direct "line of sight" to this property.

The portion of land of 95 Lake Street that is adjacent to West Meadow is heavily wooded and abounds with wildlife. The possible development of 95 Lake Street that would result from a zoning change would likely result in the loss of these woodlands and wildlife. This would not only change rural nature of the setting but could **lower the property values 437 homeowners at West Meadow**.

We ask the Council to deny this request for the following reasons:

- Applicant states that the property is presently in 2 zones (RR and RM). Applicant further states that as general rule it is preferred that a given property be in one zone. While this is technically correct we argue that the request to change the property to RM is based on a specious argument.

-It appears that this split zoning is due to an abnormality or error in drawing the RM zoning line that goes through this property.

-Only a small fraction, roughly 10-15% of the 7.8 acres is zoned RM. The vast majority, 85-90% falls within the RR zone.

-We would argue that if the Council feels that a zoning change is desired said change should be to make the entire property RR.

- All of the properties in the surrounding area are zoned RR. Changing this property to RM would result in a "one-off" property zoned this way and would open the door for development that would be totally out of character with the surrounding neighborhood which **will result in a dramatic negative impact on the roughly 450 direct abutters to the property in question.**
- Some of the adjacent properties along Lake Street also have a small fraction of land that is also zoned RM. By approving this request **the Council would be setting a precedent** that could open the door for additional requests of this nature.
- Attorney Harb has presented documentation that attempts to show that a number of properties in the surrounding area do not meet the minimum requirement for 80,000 sq. ft. in a RR zone.

-This documentation is flawed in that it includes some 37 properties on Danielle Drive and Christian Circle which are located a half mile away, all of which are on very small lots. **These properties should be excluded from any analysis.**

-In point of fact most of the properties in the surrounding neighborhood are on large lots in a very rural setting. Rezoning this specific property would result in a dramatic change to the neighborhood.

- Applicant has stated that even without a change in zoning she could build multiple homes on the portion of the land that is currently zoned RM.

-There are significant portions of this property that contain wetlands which would preclude any building at all on the portion currently zoned RM..

For all of the above reasons we request that the City Council deny the applicant's request to rezone this property to RM.

Respectfully submitted,

Ronald and Elizabeth McKinnon

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 11:33 AM
To: 'Ann Kucharski'
Cc: Linda Koutoulas; 'Barbara Arthur'; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: 95 Lake St. Re-Zoning

Dear Ms. Kucharski:

Thank you for your email. I am forwarding it to each Councillor.

The Attorney has requested a continuance to August 25th at 7PM.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: Ann Kucharski [<mailto:kuchann@comcast.net>]
Sent: Tuesday, June 16, 2015 11:26 AM
To: citycncl@cityofhaverhill.com
Subject: 95 Lake St. Re-Zoning

Hello,

As a homeowner at West Meadow Hill, I am against a zoning change at 95 Lake St. Although my unit is at the end of Eaton Ct., I know from firsthand experience how disruptive construction close to our property line can be. In my opinion, if the land must be developed, a substantial buffer of trees should be left in place, so that our property values do not suffer from the unsightliness of the development or its noise.

Thanks,

Ann Kucharski
kuchann@comcast.net

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 11:36 AM
To: 'Kathryn Flynn'
Cc: Linda Koutoulas; citycncl@cityofhaverhill.com; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: Rezoning of 95 Lake Street

Dear Ms. Flynn:

Thank you for your email. I am forwarding it to each Councillor.

The Attorney has requested a continuance to August 25th at 7PM.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: Kathryn Flynn [<mailto:flynnkathryn1@aol.com>]
Sent: Tuesday, June 16, 2015 11:35 AM
To: citycncl@cityofhaverhill.com
Subject: Rezoning of 95 Lake Street

Please be advised that as an abutter to the above address I am against having it rezoned. Thank you.
Kathryn Flynn...53 Clement Court...West Meadow

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 10:05 AM
To: Bstep20@aol.com
Cc: citycncl@cityofhaverhill.com; Linda Koutoulas; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: zoning change

Dear Louis and Kathleen:

Thank you for your email. I am forwarding it to each Councillor.

The Attorney has requested a continuance to August 25th.

Please contact me if you have any concerns.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: Bstep20@aol.com [<mailto:Bstep20@aol.com>]
Sent: Monday, June 15, 2015 12:08 PM
To: citycncl@cityofhaverhill.com
Subject: zoning change

Attention: City Council Members

Currently we are residents at West Meadow Hill., Haverhill, Ma. I understand that the City Council will be meeting on Tuesday evening. At this time I believe the owner of property at 95 Lake St. will be requesting a zoning change for his/her property which directly abuts West Meadow Hill. As an abutter I wish to state that I am AGAINST this zoning change being approved.

We cannot make the meeting but we wish to go on record as voting against this zoning change.

Respectfully,

Louis Stepherson
Kathleen Stepherson
46 Clement Ct.
Haverhill, Ma 01832

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 9:58 AM
To: realtorpaul@comcast.net
Cc: Linda Koutoulas; citycncl@cityofhaverhill.com; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: 95 Lake Street, Haverhill MA 01832

Dear Mr. McLellen:

Thank you for your email. I am forwarding it to each Councillor.

The Attorney has requested a postponement to August 25.

Please contact me if you have any additional concerns.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: realtorpaul@comcast.net [mailto:realtorpaul@comcast.net]
Sent: Tuesday, June 16, 2015 8:21 AM
To: citycncl@cityofhaverhill.com
Subject: 95 Lake Street, Haverhill MA 01832

To: John A. Mitchitson, City Council President & All Members of Haverhill City Council

Attached is a letter for your review regarding 95 Lake Street.

Please feel free to contact me via email realtorpaul@comcast.net or cell at 978-994-2459

Thank you
Paul B. McLellen

A proud member of P.E.T.A. to help the animals that live a hopeless existence and are suffering in agonizing pain in laboratories around the world right now...Please join the fight for those with no voice and no choice...join today @ PETA.com

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 10:07 AM
To: 'Diane Domoradzki'
Cc: Linda Koutoulas; citycncl@cityofhaverhill.com; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: Note of Objection

Dear Ms. Domoradzki:

Thank you for your email. I am forwarding it to each Councillor.

The Attorney has requested a continuance to August 25th.

Please contact me if you have any concerns.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: Diane Domoradzki [<mailto:dianed022@yahoo.com>]
Sent: Monday, June 15, 2015 11:27 AM
To: citycncl@cityofhaverhill.com
Subject: Note of Objection

I am sending this message to the Haverhill City Council to voice my objection to the rezoning of 95 Lake Street from RR to RM. The 436 property owners and registered voters here at West Meadow Hill are direct abutters to this property and our quality of life will be affected if this rezoning is granted. The residents at West Meadow were not notified of the prior public hearings before the Haverhill Planning Board about this rezoning. I was under the impression that the Planning Board and the City Council were working for the good of the people of Haverhill but it seems that one person's profit from the rezoning of this land is more important. Presenting documentation regarding properties in the surrounding area a half mile away is not relevant to the issue here at West Meadow.

People who live here chose to make this their home because of the natural landscaping of wooded areas which supports many types of wildlife. To destroy the woodlands and rural nature of this area would greatly affect the balance of nature. There is a large area of the property here classified as wetlands which nullifies the building of housing.

The additional infra-structure required for this additional housing would also put a financial burden on the Fire and Police Departments. Each department has a headcount budget and the additional manpower to support these new homes would take away from the present responsibilities to the current people of the city.

I am requesting that the City Council deny the applicant's request to rezone this property to RM.

Diane Domoradzki
West Meadow Hill
Haverhill, MA

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Wednesday, June 17, 2015 12:37 PM
To: 'Kearns, Helen'
Cc: Linda Koutoulas; citycncl@cityofhaverhill.com; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; Colin LePage; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Subject: RE: 95 Lake Street re-zoning

Dear Ms. Kearns:

Thank you for your email. I will forward it to each Councillor.

Sincerely,

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

From: Kearns, Helen [<mailto:hkearns@RDKEngineers.com>]
Sent: Wednesday, June 17, 2015 8:48 AM
To: citycncl@cityofhaverhill.com
Subject: 95 Lake Street re-zoning

I am a condo owner at West Meadow condominiums and an abutter to this property....I am **AGAINST** this property being rezoned.

Helen Kearns
70 West Meadow Road
Haverhill, MA

Linda Koutoulas

From: citycncl <citycncl@cityofhaverhill.com>
Sent: Tuesday, June 16, 2015 3:59 PM
To: Linda Koutoulas
Subject: FW: Lake St. rezoning

Linda,
I forgot to include you on this email.
b

From: citycncl [<mailto:citycncl@cityofhaverhill.com>]
Sent: Tuesday, June 16, 2015 3:58 PM
To: 'Barbara Arthur'; 'Bill Macek'; 'Bill Ryan'; Bob Scatamacchia; 'Colin LePage'; 'John Michitson'; 'Mary Ellen Daly O'Brien'; Melinda Barrett; 'Mike McGonagle'; 'Tom Sullivan'
Cc: citycncl@cityofhaverhill.com
Subject: Lake St. rezoning

I received calls/voicemails from the following residents of West Meadow Hill today objecting to the rezoning:

Their names/addresses are: John Capamaccheo – 55 Perkins Ct; Donna DePippo – 17 Littlefield Ct.; Lucille Basil – 19 Clement Ct.; Kathleen Jefferson – 46 Clement Ct.

b

Barbara S. Arthur
Administrative Assistant
Haverhill City Council
978 374-2328
citycncl@cityofhaverhill.com
www.ci.haverhill.ma.us

Linda Koutoulas

From: City Council
Sent: Monday, August 10, 2015 8:09 AM
To: City Council; Bill Macek (wjm227@gmail.com); Bill Ryan (roundpond@comcast.net); Colin LePage; John Michitson (michitson@mitre.org); Mary Ellen Daly O'Brien (medobrn@aol.com); Melinda Barrett; Mike McGonagle (mike@mcsitemps.com); Robert Scatamacchia; Tom Sullivan (tsullivan@cityofhaverhill.com)
Cc: Linda Koutoulas
Subject: FW: 95 Lake Street Petition
Attachments: Danielle Drive and Christian Circle Petition.pdf

I will print the attachment for your file.

Regards,
barbara

From: Eileen F Petrocelli [mailto:Eileen_F_Petrocelli@raytheon.com]
Sent: Friday, August 07, 2015 4:45 PM
To: michitson@mitre.org; ScatamacchiaFH@aol.com; Melinda Barrett; wjm227@gmail.com; roundpond@comcast.net; tsullivan@cityofhaverhill.com; medobrn@aol.com; mike@mcsitemps.com; Colin LePage
Cc: bobharb@aol.com; City Council; cityclerk@cityofhaverhill.com
Subject: 95 Lake Street Petition

Haverhill City Council Members,

Attorney Harb requested that I send this petition on to you. It will be filed with the City Clerk early next week.

Thank you for your attention.

Eileen Petrocelli

(See attached file: Danielle Drive and Christian Circle Petition.pdf)

Eileen Petrocelli
Quality Assurance and Process Improvement,
Test Equipment and Prototype Development
Raytheon Integrated Defense Systems
50 Apple Hill Drive
Tewksbury, MA 01876

978.858.1594 (Office)
7.225.1594 (Raytheon Tie Line)

Eileen_F_Petrocelli@Raytheon.com

To: Haverhill City Council

From: Residence of Danielle Drive and Christian Circle

Date: July 25, 2015

We do not oppose 95 Lake Street rezoning from RM/RR to all RM.

The families, residents, taxpayers, and voters of Danielle Drive and Christian Circle are signing this petition to inform City Council and our fellow Lake Street neighbors that we do have a voice in any changes or action on Lake Street that could impact our homes.

We learned that 95 Lake Street has requested to rezone the 7.8 acres from RM/RR to all RM.

A petition was submitted to the City Clerk's Office on June 11, 2015 by Paul and Janice Filteau of 87 Lake Street. This petition was signed by 29 Lake Street residence. The petition explains that including our 37 lots in graphs or charts distorts any results that describe the neighborhood because we were built as a 40B development. It goes on to say that this distortion results in an inaccurate representation of the neighborhood.

To the petition, we respond, "We chose to live in this city and raise our families. We are not a distortion, nor an inaccurate representation of the neighborhood because we were built as a 40B development. We belong in any analysis or graph that describes the neighborhood because we are your neighbors in our neighborhood! "

A letter was submitted to the City Clerk's Office on June 12, 2015 by Ron and Elizabeth McKinnon of 47 Littlefield Court in the West Meadow Hill Condominium Complex. Their letter states that a document submitted to the Planning Board that described the neighborhood is flawed in that it includes 37 properties on Danielle Drive and Christian Circle which is half a mile away. These properties should be excluded from any analysis.

To the letter, we respond, "We live off of Lake Street. We share a sewer line, water line, and our automobiles enter into the same traffic flow of our Lake Street neighbors. The 130+ acres of West Meadow Hill Condominium Complex shares a 675 foot property line with 95 Lake Street. Your developer made the decision to cut your trees to your property line and build within 60 feet of that property line. "

To City Council, we say, "As taxpayers and registered voters, please listen to our voices."

Thank you for listening.

Respectfully Submitted,

The Residence of Danielle Drive and Christian Circle

DANIELLE DRIVE / CHRISTIAN CIRCLE Petition

Location	Owner	Signature
1 DANIELLE DR	MARSHALL HEIDI E	
6 DANIELLE DR	GALIZIA PIETRO-ETAL CHAVEZ YESENIA	
7 DANIELLE DR	PALMER MICHELLE B ETUX PALMER DANIEL R	
10 DANIELLE DR	SHELTON ROGER L-ETUX SHELTON MARGUERITE M	<i>Roger L. Shelton</i> <i>Marguerite M. Shelton</i>
11 DANIELLE DR	DOWLING CHRISTINE ETUX Longo, Kenneth DOWLING CHRISTINE	<i>Christine D.</i>
14 DANIELLE DR	BERROA MIGUEL-ETUX BERROA ROSALINE	<i>Miguel Berroa</i> <i>Rosaline Berroa</i>
18 DANIELLE DR	LARKIN KATHLEEN M	<i>Kathleen Larkin</i>
19 DANIELLE DR	KELLY CHRISTINE M	<i>Christine M. Kelly</i>
22 DANIELLE DR	FERGUSON JAMES M ETUX FERGUSON ERICA LEE	
26 DANIELLE DR	DEMBOWSKI JOHN	
31 DANIELLE DR	DROUIN JEFFREY J ETUX DROUIN MARY K	<i>Jeffrey J. Drouin</i> <i>Mary K. Drouin</i>
34 DANIELLE DR	MAKAROW WILLIAM T ETUX MAKAROW MELANIE B	<i>Melanie Makarow</i>
38 DANIELLE DR	HIRTH NICHOLAS A ETUX HIRTH ANDRIANNA D	
41 DANIELLE DR	WITHAM WILLIAM R ETUX WITHAM KATHLEEN M	
42 DANIELLE DR	CRABB JASON-ETUX CRABB KRIZEL A	<i>Jason Crabb</i> <i>Krizel A. Crabb</i>
45 DANIELLE DR	TORRES KELVIN	<i>Kelvin Torres</i>
46 DANIELLE DR	CROSTON KELLY M ETUX LORNA J TAYLOR-CROSTON	<i>Kelly M. Croston</i> <i>Lorna J. Taylor-Croston</i>
47 DANIELLE DR	WASSERBOEHR ROBERT J ETUX WASSERBOEHR MARISA	<i>Robert Wasserboehr</i> <i>Marisa Wasserboehr</i>
6 CHRISTIAN CIR	INFANTE YOMAIRA	
9 CHRISTIAN CIR	SOUTHER DEBORAH L	<i>Deborah L. Southern</i>
10 CHRISTIAN CIR	MCCARTHY MARK W PASEK MARUEEN	<i>Mark W. McCarthy</i> <i>Marueen Pasek</i>
14 CHRISTIAN CIR	McANINCH JAMES M ETUX McANNICH JENNIFER M	

Move to PL

Rent

DANIELLE DRIVE / CHRISTIAN CIRCLE Petition

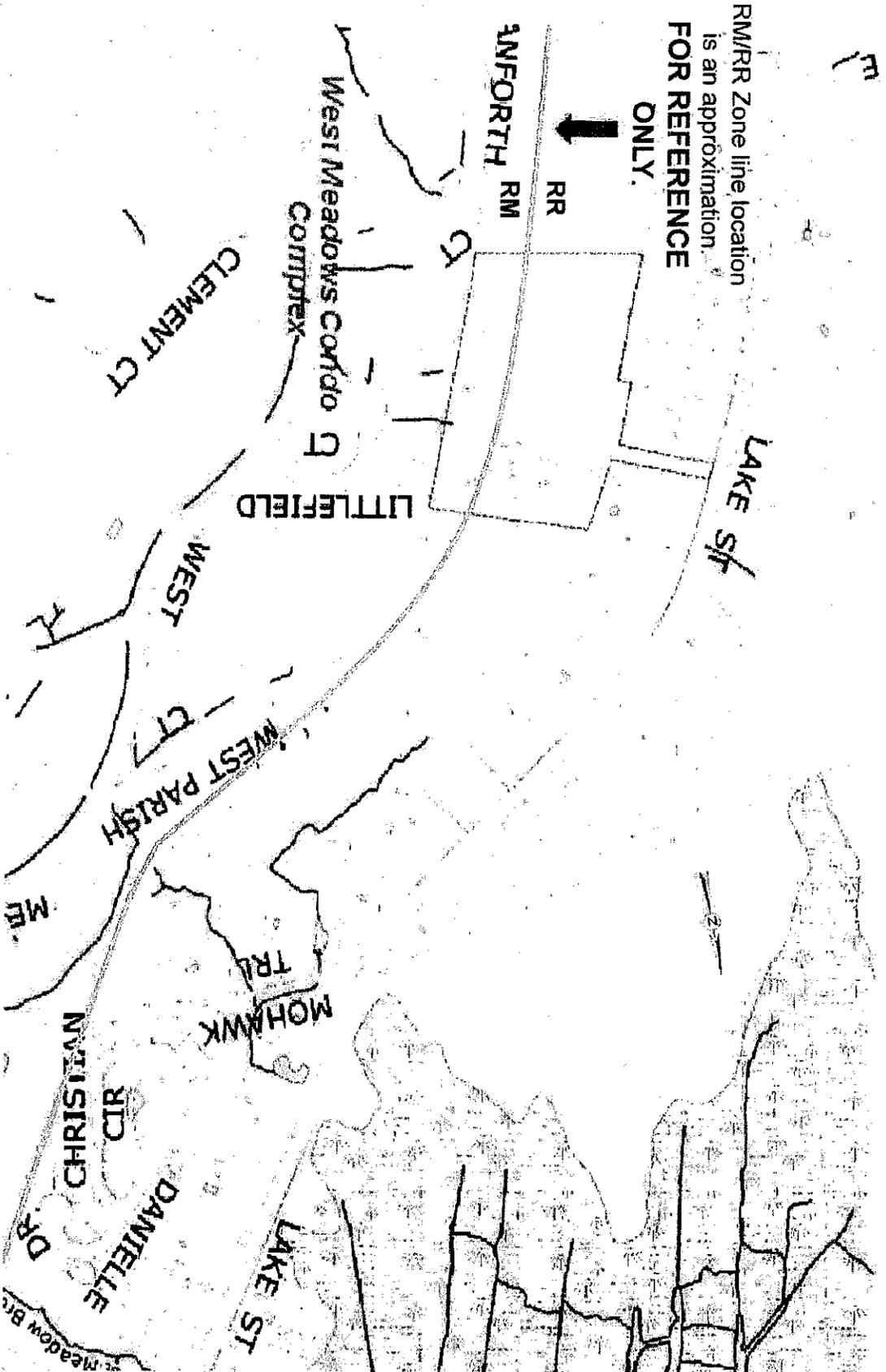
Location	Owner	Signature
15 CHRISTIAN CIR	ORIAKHI JENNIFER	
18 CHRISTIAN CIR	ANDROMIDAS LAMBROS ETUX ANDROMIDAS ANNA	<i>Andromidas Lambros</i> <i>Anna Lambros</i>
22 CHRISTIAN CIR	ODONNELL KENNETH P ETUX ODONNELL KATE E	<i>Kenneth P O'Donnell</i> <i>Kate O'Donnell</i>
23 CHRISTIAN CIR	SWARTZ STEVEN M-ETUX SWARTZ JEANNE E	<i>Steven M Swartz</i> <i>Jeanne Swartz</i>
26 CHRISTIAN CIR	CHABOT ROSE MARY	<i>Rosemary Chabot</i>
30 CHRISTIAN CIR	VELEZ NESTOR RYAN ETUX VELEZ JESICA	<i>Nestor Velez</i> <i>Jesica Velez</i>
33 CHRISTIAN CIR	BROWN KEITH ETAL BROWN KERRY	<i>Keith Brown</i> <i>Kerry Brown</i>
34 CHRISTIAN CIR	PHAM BRANDON	
38 CHRISTIAN CIR	GRANSTON WILLIAM S-ETUX ZILBERBERG TRIT	<i>William S Granston</i> <i>Trity Zilberberg</i>
42 CHRISTIAN CIR	SMALI MOHAMED M	
45 CHRISTIAN CIR	LAPSHIN YURIY-ETALI LAPSHIN LYUDMILA	
46 CHRISTIAN CIR	CASADO ALLEN	<i>Allen Casado</i>
52 CHRISTIAN CIR	LOVASCO SALVATORE P ETAL HARRAH AMY	<i>Salvatore Lovasco</i> <i>Amy Harrah</i>
54 CHRISTIAN CIR	WEST KATHERINE	<i>Katherine West</i>
55 CHRISTIAN CIR	ANTICO PAUL A-ETUX ANTICO TRICIA M	<i>Paul Antico</i> <i>Tricia Antico</i>
874 Broadway	Greg Law	<i>Gregory K Law</i>

Rent

Abandoned

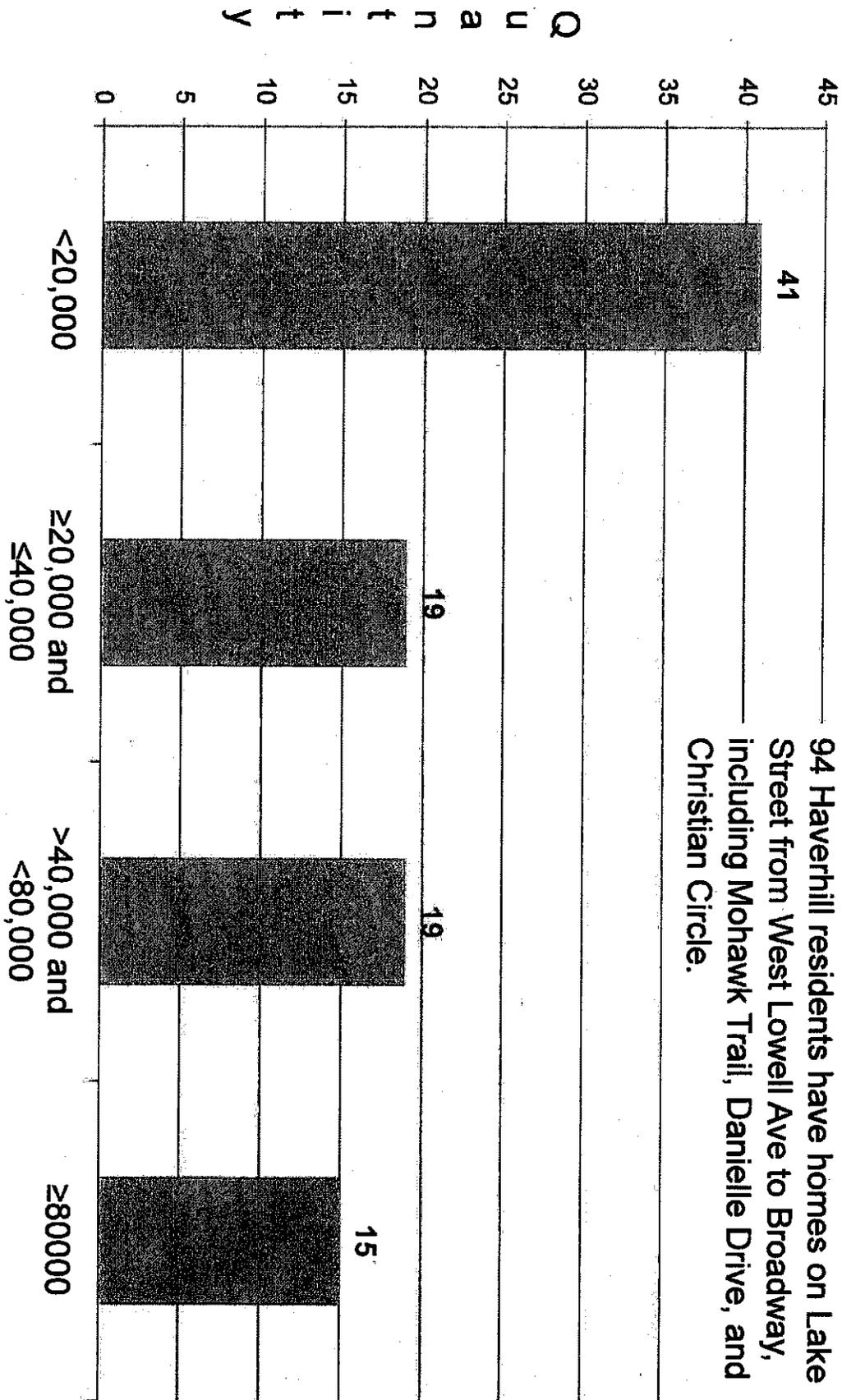
95 Lake Street (7.8 acres)

The RR/RM zoning line runs 700 feet East along the center of Lake Street.



A total of 94 Haverhill residents have homes on Lake Street from West Lowell Ave to Broadway, including Mohawk Trail, Danielle Drive, and Christian Circle.

Total Number of Home Lots Categorized by Size (sqft) Bounded by West Lowell Ave and Broadway



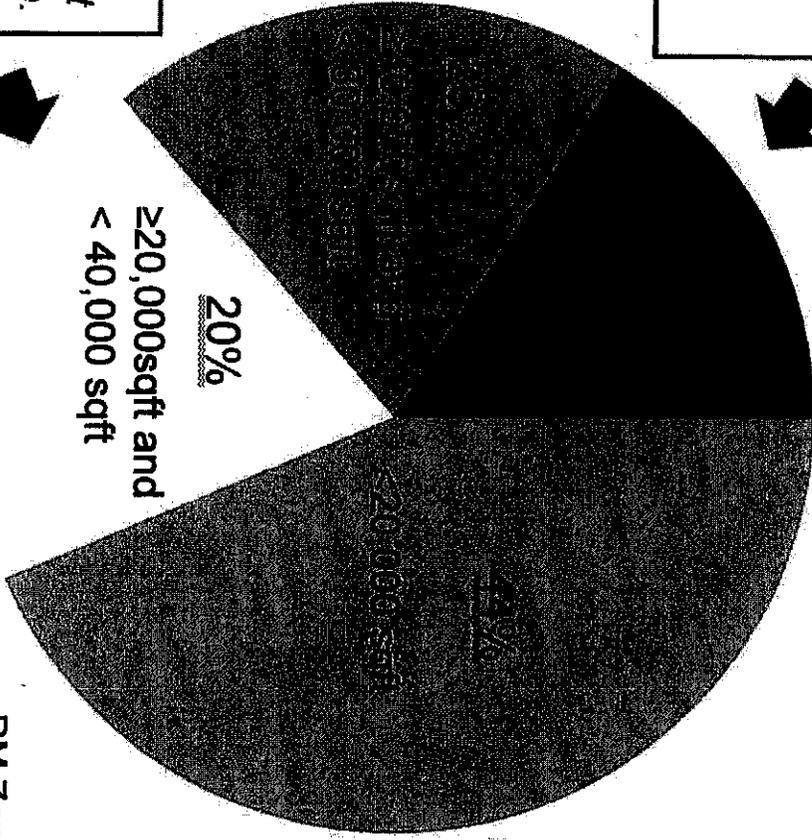
Lot Sizes- Measured in "sqft"

sqft : square feet

Percentage (%) of House Lots by Size (sqft) Bounded by West Lowell Ave and Broadway

16% of the neighborhood lots comply with the present RR zoning minimum lot size. Therefore, 84% of the neighborhood lots do not qualify with RR zoning.

40% of the neighborhood lots comply with the present RM zoning minimum lot size. (20% + 20%)

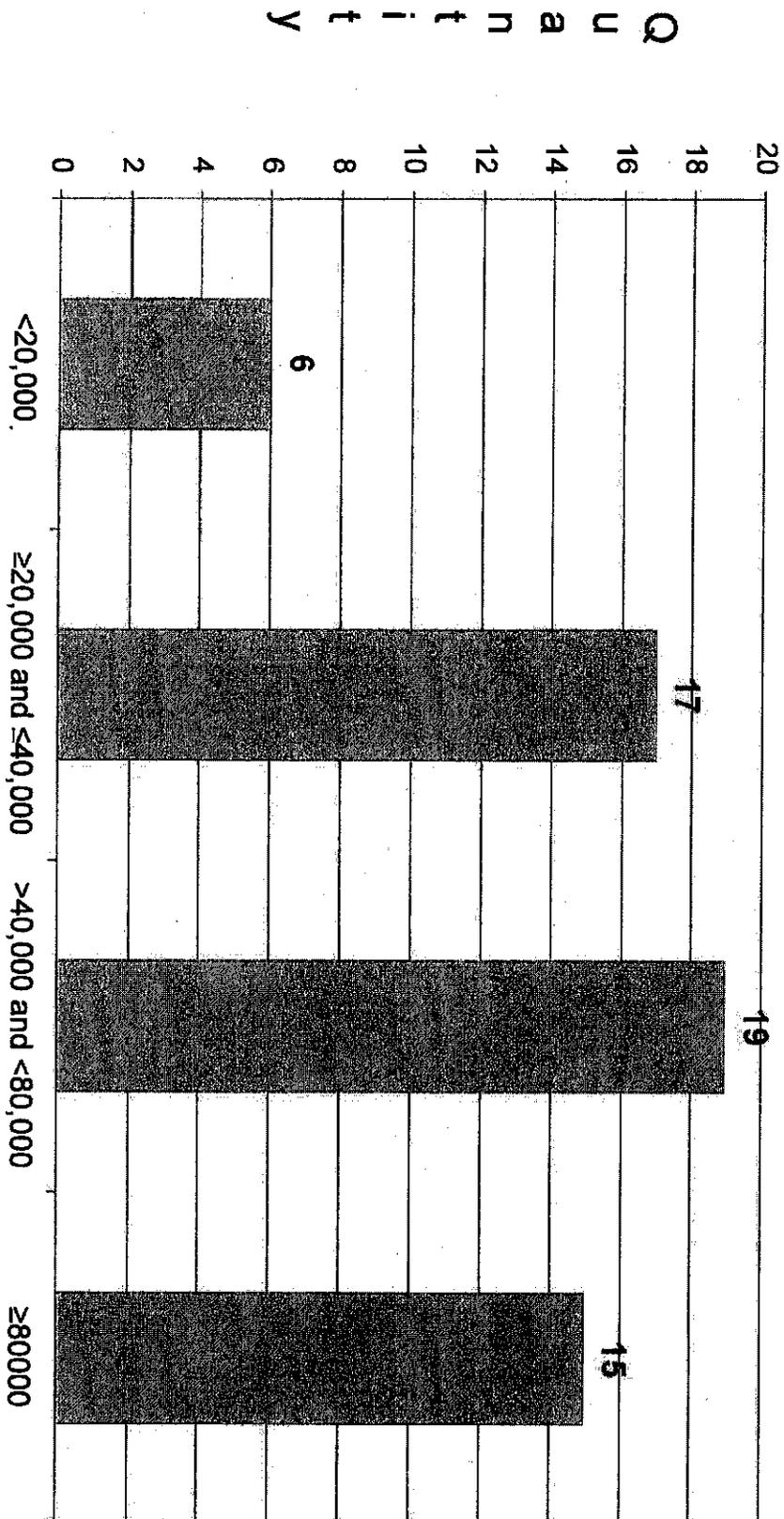


44% of the neighborhood lots do not qualify for the present zoning of RM nor RR because their size are less than 20,000 sqft.

RM Zone: 20,000 sqft minimum
RR Zone: 80,000 sqft minimum
sqft : square feet

Total Number of Home Lots Categorized by Size (sqft) Bounded by West Lowell Ave and Broadway

57 Haverhill residents have homes on Lake Street from West Lowell Ave to Broadway, including Mohawk Trail, (excluding the 37 residents of Danielle Drive and Christian Circle).

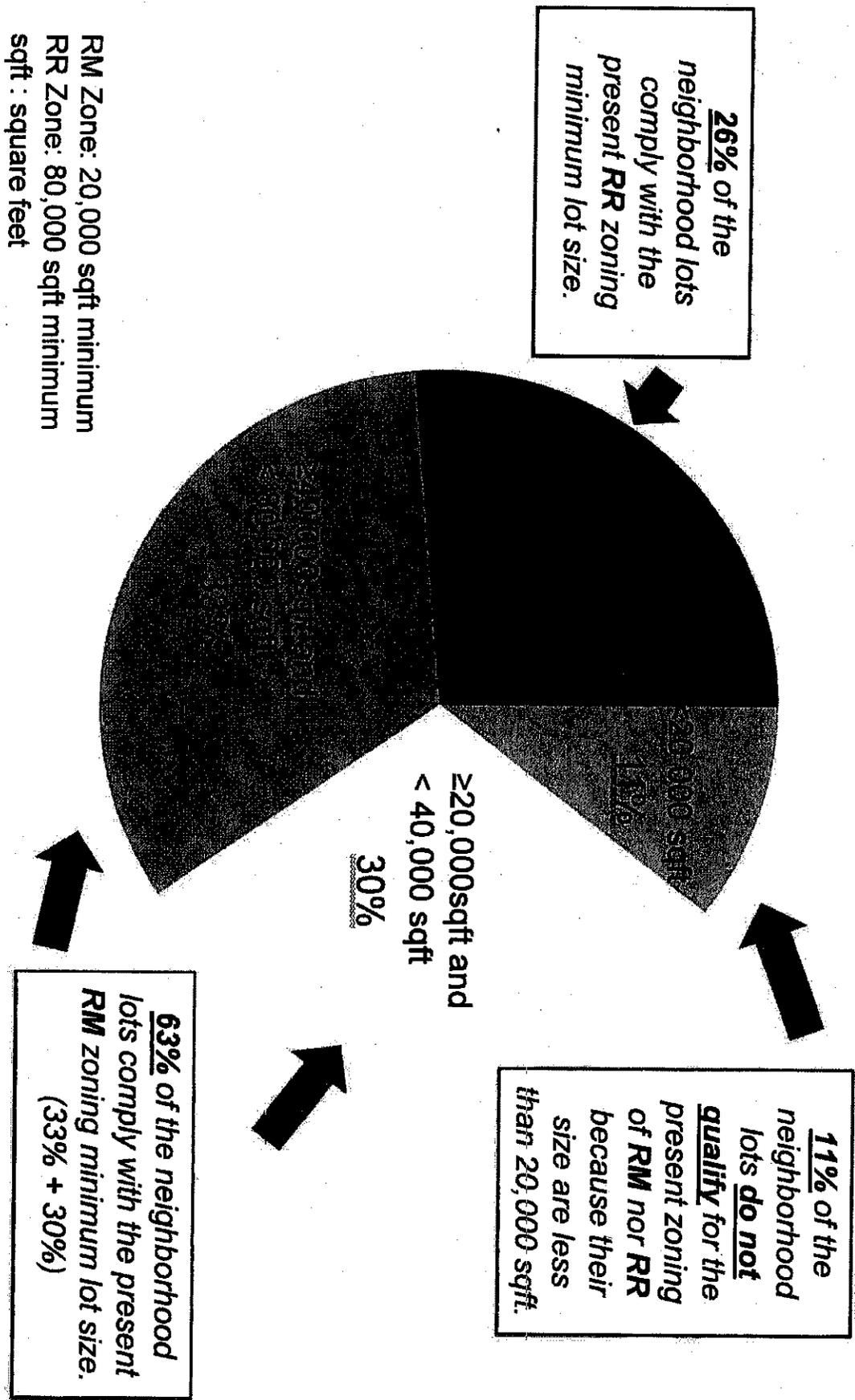


Lot Sizes- Measured in "sqft"

sqft : square feet

Percentage (%) of House Lots by Size (sqft) Bounded by West Lowell Ave and Broadway

(excluding the 37 residents of Danielle Drive and Christian Circle)



Paul and Janice Filteau
87 Lake Street
Haverhill, MA 01832
(978) 373-1628

RECEIVED
2015 JUN 11 PM 1 33
CITY CLERK'S OFFICE
HAVERHILL, MA.

June 11, 2015

City Council
City of Haverhill
4 Summer Street
Haverhill, MA 01830

Re: City Council Meeting June 16, 2015
Eileen Petrocelli – Petition to Rezone From RR to RM – 95 Lake Street

To the Haverhill City Council:

You have all had an opportunity to review the Petition material submitted by Attorney Harb.

The information presented on the petition is distorted.

Attorney Harb's graphs show that **41 of 94** lots (44%) in the subject area have lot sizes less than 20,000 sq. ft. This is distorted because **35 of those lots are located on Danielle Drive and Christian Circle, a 40B development in which the lot sizes range from 3,144 to 12,055 square feet (Appendix A).** This distortion results in an inaccurate representation of the neighborhood and incorrect conclusions.

By excluding all 37 properties on Danielle Drive and Christian Circle from the study, the results are dramatically different and more realistically demonstrate that this RR neighborhood is **NOT consistent with RM zoning.**

Of the 57 properties on Lake Street and Mohawk Trail (Appendix B)

	6	properties have lot sizes <20,000 sq. ft.	11%	
RM	16	properties have lot sizes ≥20,000 and <40,000 sq. ft.	28%	} 63%
	20	properties have lot sizes ≥40,000 and <80,000 sq. ft.	35%	
RR	15	properties have lot sizes ≥80,000 sq. ft.	26%	

It should be noted that there was a zoning change in 2001 which increased RR minimum lot size from 40,000 sq. ft. to 80,000 sq. ft. Under rules in effect prior to August 2001, 61% of properties were compliant with RR zoning, rather than just 26% today.

Average lot size (including all 57 properties) 81,370 sq. ft.

Average lot size (excluding 5 properties over 200,000 sq. ft.) 50,266.5 sq. ft.

The five largest properties on Lake Street account for 44% of the total area on Lake Street and Mohawk Trail. The attached zone map (Appendix C), which includes square footage for each property, depicts the neighborhood simply.

The petition before the Council states that the property is in two zones. City departments have not been able to provide a clear, historical explanation of how properties came to be in multiple zones, other than to explain that some time ago, someone drew a line on a map 700' from the center of Lake Street. Mr. Pillsbury and Attorney Harb have said that the City prefers to have properties in one zone. **How, when and why did the City of Haverhill allow properties to become multi-zoned in the first place?** Neighbors were unaware that some of their properties had been placed in more than one zone. How, then, does it make sense that a property owner in this situation has the opportunity to choose which zone he or she wishes to be in?

Lake Street was and is intended to be RR zoning. 95 Lake Street is approximately 80% RR and 20% RM. To change the zone at 95 Lake Street to RM would be to **spot zone**. Such a glaring change would be obvious on the zoning map (Appendix C). To suggest that the small percentage of 95 Lake Street's current RM zone that abuts West Meadow Hill's RM zone justifies a zoning change to RM, is quite a stretch.

By extension, if this Petition were approved, **it would set a precedent** for the remaining properties similarly affected by this zone line to use the same logic to apply for RM zoning.

We would advocate for the RR zoning lines of all five properties affected by this zone line to be moved back to the property lines abutting the West Meadow Hill development, where they should reasonably have been located.

The only reason the petitioner would request a change of this magnitude is that less restrictive zoning rules would allow for more development of the property, thereby yielding a greater amount of money from the development of as many homes as can possibly be squeezed onto the property.
Simply stated – this is about money, not about the neighborhood.

In summary, we believe this petition is based upon distorted data.

This change would compound a poorly drawn line on a zoning map with zoning that was clearly not intended for this area.

Neighbors oppose this effort to change their neighborhood. Please see their petitions attached.

Please vote NO on this petition.

Respectfully,



Paul Filteau



Janice Filteau

Attachments

Appendix A Residential Lots by Square Footage
Danielle Drive and Christian Circle

Appendix B Residential Lots by Square Footage
Lake Street and Mohawk Trail

Appendix C Zone Map of 95 Lake Street Neighborhood with Square Footage

Petitions

To The City Council of Haverhill, Mass.

June 12, 2015

From: Ronald and Elizabeth McKinnon, 47 Littlefield Ct., Haverhill, Mass.

Re: Petition to rezone 95 Lake Street from RR to RM to be heard at the June 16th meeting.

Applicant/owner Eileen Petrocelli, though her attorney Robert Harb is asking the Council to approve a rezoning of the above property from a "split" zone of RR/RM to RM.

Approximately 675 feet +/- of the property line of 95 Lake St. abuts West Meadow Hill Condominiums. We and the other **436 owners of property at West Meadow Hill are direct abutters to this property** and therefore have a significant interest in this petition.

We understand that the applicant has been before the City Council on two prior occasions and there was a "public hearing" before the Haverhill Planning Board on April 8, 2015. **None of the abutters were ever informed of any of these meetings;** we just found out about this request for rezoning by word of mouth on June 10th, 2015. We also understand that the Planning Board and Mr. Pillsbury have given a "favorable" recommendation to the City Council in support of this zoning change. **As a result no abutter had the opportunity to give any input to either the City Council or the Planning Board regarding this matter.** As "Parties of Interest" we are of the opinion that a Notice of Public Hearing should have been given to all abutters under 255-101.

Three buildings at West Meadow, containing 24 homes, are directly adjacent to the property line, some as close as 58 feet. In addition, an estimated 50-60 homes at West Meadow have a direct "line of sight" to this property.

The portion of land of 95 Lake Street that is adjacent to West Meadow is heavily wooded and abounds with wildlife. The possible development of 95 Lake Street that would result from a zoning change would likely result in the loss of these woodlands and wildlife. This would not only change rural nature of the setting but could **lower the property values 437 homeowners at West Meadow.**

We ask the Council to deny this request for the following reasons:

- Applicant states that the property is presently in 2 zones (RR and RM). Applicant further states that as general rule it is preferred that a given property be in one zone. While this is technically correct we argue that the request to change the property to RM is based on a specious argument.
 - It appears that this split zoning is due to an abnormally or error in drawing the RM zoning line that goes through this property.
 - Only a small fraction, roughly 10-15% of the 7.8 acres is zoned RM. The vast majority, 85-90% falls within the RR zone.**
 - We would argue that if the Council feels that a zoning change is desired said change should be to make the entire property RR.

- All of the properties in the surrounding area are zoned RR. Changing this property to RM would result in a "one-off" property zoned this way and would open the door for development that would be totally out of character with the surrounding neighborhood which ***will result in a dramatic negative impact on the roughly 450 direct abutters to the property in question.***
- Some of the adjacent properties along Lake Street also have a small fraction of land that is also zoned RM. By approving this request ***the Council would be setting a precedent*** that could open the door for additional requests of this nature.
- Attorney Harb has presented documentation that attempts to show that a number of properties in the surrounding area do not meet the minimum requirement for 80,000 sq. ft. in a RR zone.



-This documentation is flawed in that it includes some 37 properties on Danielle Drive and Christian Circle which are located a half mile away, all of which are on very small lots. ***These properties should be excluded from any analysis.***

-In point of fact most of the properties in the surrounding neighborhood are on large lots in a very rural setting. Rezoning this specific property would result in a dramatic change to the neighborhood.

- Applicant has stated that even without a change in zoning she could build multiple homes on the portion of the land that is currently zoned RM.

-There are significant portions of this property that contain wetlands which would preclude any building at all on the portion currently zoned RM..

For all of the above reasons we request that the City Council deny the applicant's request to rezone this property to RM.

Respectfully submitted,

Ronald and Elizabeth McKinnon

**Janice Filteau
87 Lake Street
Haverhill, MA 01832**

August 19, 2015

City Council
City of Haverhill
4 Summer Street
Haverhill, MA 01830

**Re: City Council Meeting August 25, 2015
Eileen Petrocelli – Petition to Rezone from RR to RM – 95 Lake Street**

To the Haverhill City Council:

Attached are petitions in opposition to the proposal to rezone 95 Lake Street.

The families who have signed petitions during one or both of our petition drives are highlighted on the neighborhood maps in blue (Appendixes C and D). Properties that are in multiple zones are highlighted in green.

The petition to rezone 95 Lake Street was put forward using information that was gathered from a one-mile stretch of Lake Street in order to portray the 95 Lake Street neighborhood as other than Rural Residential (RR).

The data included 35 properties located almost ½ mile away on Danielle Drive and Christian Circle that total 192,333 sq. ft. The average lot size is 5,495 sq. ft.

By comparison, 95 Lake Street is 340,639 sq. ft.

To include these lots in the analysis resulted in distorted conclusions.

We're back to the problem zone line. It caused several properties to be placed in multiple zones, unbeknownst to the property owners, and without consideration of existing property lines. This arbitrary 700' zone line continues around West Lowell Avenue, where several more properties are affected in the same way. That is why we have reached out to those families as well.

Petitions on file in City Clerk's office

It is clear on the zone map that Lake Street is intended to be RR zoning. 95 Lake Street is greater than 80% RR. To change to RM zoning would create a spot zone.

There is only one person in the immediate neighborhood who supports and would benefit from a zone change. If the zone were changed to RM, it would open the door for the petitioner to sell the property to a developer, who would benefit from less restrictive zoning rules, to construct as many homes as possible on the property.

Until the map discrepancies are remedied, it is likely that further challenges will be made to change zoning in the future.

A zone change of this magnitude would alter the rural character of the entire neighborhood – profoundly and permanently – and allow for development of properties that are not consistent with the neighborhood.

Please deny this petition.

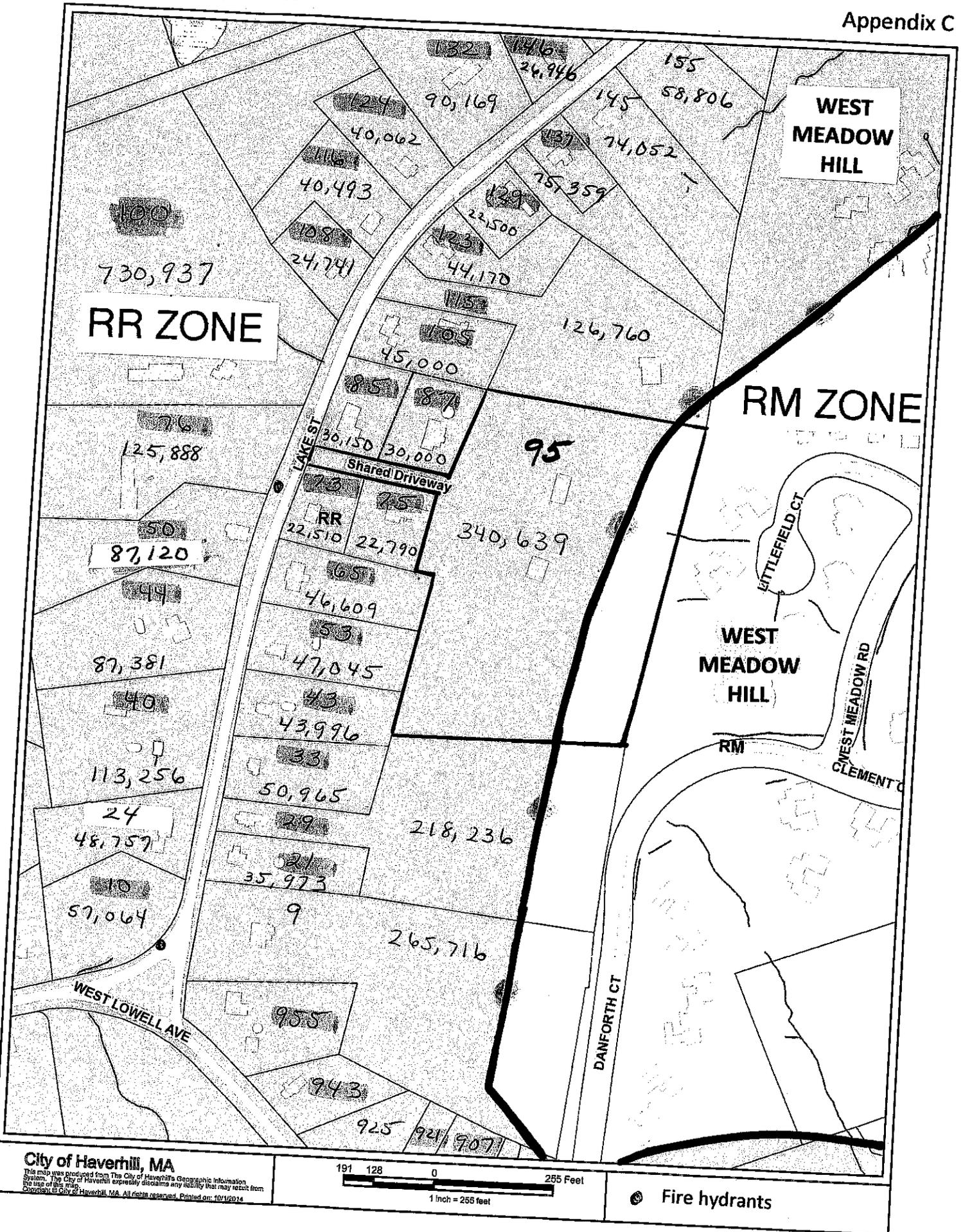
Thank you.

Attachments

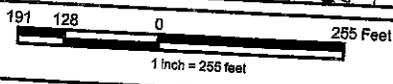
Appendix C Zone Map of 95 Lake Street Neighborhood (enhanced)

Appendix D Zone Map of West Lowell Avenue

Petitions



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

33-B



DOCUMENT 33-B

14.1.1

CITY OF HAVERHILL

In Municipal Council April 14 2015

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 255

AN ORDINANCE RELATING TO ZONING (Lake Street- RR to RM)

BE IT ORDAINED by the City Council of the City of Haverhill that the Zoning Map as established by Chapter 255, Section 8 of the Code of the City of Haverhill, as amended, being and is hereby further amended as follows:

That the parcel of land described as follows:

A certain parcel of land in Haverhill, Essex County, Massachusetts, located on the Lake Street, as shown on a plan entitled "Zoning Line Relocation Plan, Parcel ID: 588-422-16, 95 Lake Street Haverhill Massachusetts" dated December 9, 2014, scale 1"=60', prepared for Eileen Petrocelli, prepared by S.E.C. & Associates, Inc., to accompany a Zoning Amendment Petition by Eileen Petrocelli, containing approximately 6.4 +/- acres, bounded and described as follows:

Beginning at a point 700' from the centerline of Lake Street at the southerly lot line of lot 588-422-16 and the northerly lot line of lot 577-422-16L at the current location of the "RM & RR" zone line;

Thence running along the lot line in a south westerly direction approximately 346.5' +/- to a point at lot 588-422-16D;

Thence running along the lot lines of lots 588-422-16D, 588-422-16E & 588-422-16F in a north easterly direction approximately 374.5' +/- to a point at lot 588-422-16F;

Thence running along the lot line in a north westerly direction approximately 49.9' +/- to a point at lot 588-422-16L;

Thence running along the lot line of lot 588-422-16L in a north easterly direction 150' +/- to a point at lot 588-422-16L;

For hearing MAY 5 2015
Petrocelli

33-B

Thence running along the lot lines of lots 588-422-16L & 588-422-16H in a north westerly direction approximately 304'+/- to a point at Lake Street;

Thence running along Lake Street in a north easterly direction approximately 50.5'+/- to a point at lot 588-422-16J;

Thence running along the lot lines of lots 588-422-16J & 588-422-16K in a south easterly direction approximately 304'+/- to a point at lot 588-422-16K;

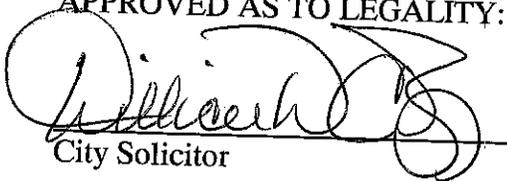
Thence running along the lot line of 588-422-16K in a north easterly direction approximately 200'+/- to a point at lots 588-422-16K, 588-422-20C & 588-422-20F;

Thence running along the lot line of lot 588-422-20F in a south easterly direction approximately 389.5'+/- to a point 700' from the centerline of Lake Street at the current location of the "RM & RR" zone line at the common lot line of lots 588-422-20F & 588-422-16;

Thence running in a southerly direction by the current location of the "RM & RR" Zone line to the point of beginning.

shall be rezoned from RR to RM.

APPROVED AS TO LEGALITY:


City Solicitor

PLACED ON FILE for at least 10 days
Attest:

City Clerk

IN CITY COUNCIL: May 6 2015
CONTINUED TO JUNE 16 2015

Attest:

City Clerk



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

CITY OF HAVERHILL
MASSACHUSETTS PLANNING BOARD
NOTICE OF DECISION

YOU ARE HEREBY NOTIFIED OF THE DECISION OF THE PLANNING BOARD ON THE APPLICATION OF (see below) called 95 Lake Street Rezoning

Eileen Petrozelli Planning Board hearing
Applicant/owner 4-8-15 Planning Board Meeting

Rezoning Plan favorable recommendation to city council at the 4-8-15 meeting
Robert Harb, Esquire/Representative

For property located at 95 Lake Street 422 151 Lot 2C

Site location, Assessor's Map, Block, Parcel Numbers

This application was received from the applicant on 03/02/15 as signified by the Date/time stamp of the City Clerk on application. The Planning Board recommended favorably the cited rezoning plan at the April 8, 2015 Planning Board meeting to rezone the property in question at 95 Lake Street at the 4-8-15 Planning Board Meeting

The Planning Board voted on 4-8-15 at 7:00 p.m. in Room 202 to send a favorable recommendation to the city council re: 95 Lake St. Rezoning on 4-8-15 @ the Haverhill Planning Board Meeting that was held in the City Council Chambers; Room 202 on 4-8-15, Wednesday Evening at 7:00 p.m.

YES NO ABSENT ABSTAINED

- KAREN PEUGH
- BOB DRISCOLL
- KENNETH CRAM
- KRYSTINE HETEL
- PAUL HOWARD, Chairman
- JACK EVERETTE
- APRIL DerBoghosian
- KAREN BUCKLEY
- BILL EVANS

YES	NO	ABSENT	ABSTAINED
YES			
YES			
YES			
		ABSENT	
YES			
YES			
		ABSENT	
YES			
YES			

Also Present:

William Pillsbury, Economic Devlp. & Planning Director
Lori Woodsum, Planning Dept., Office Mgr./Board Clerk

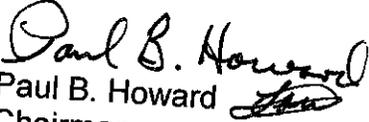
5/1/15
DATE

Paul B. Howard
Chairman
Paul B. Howard

April 8, 2015
Planning Board Meeting
95 Lake Street Rezoning

After board consideration a favorable recommendation was voted by the board members cited above with 2 members absent. Member Karen Peugh motioned to forward a favorable recommendation to the city council for 95 Lake Street rezoning as presented. Member Bill Evans seconded the motion. Members that voted in favor were: Karen Peugh, Bill Evans, Karen Buckley, Kenneth Cram, Jack Everette, Bob Driscoll and Paul B. Howard. Members Krystine Hetel and April DerBoghossian were absent. Motion passed to forward a favorable recommendation to the city council regarding the 95 Lake Street Rezoning.

Signed,


Paul B. Howard
Chairman

Cc: 95 Lake Street Rezoning File
Owner/Applicant
Engineer/Surveyor
City Clerk (original)
City Engineer John Pettis, III
& all City Departments
Robert Harb, Esquire



Haverhill

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

DATE: May 1, 2015

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

FROM: William Pillsbury, Economic Development and Planning Director

RE: Zoning Amendment- 95 Lake Street

On April 8, 2015 the Haverhill Planning Board held a public hearing on the above referenced zoning amendment.

The requested action is to change the zoning of the subject property that is currently in 2 zones (RR and RM) to all RM designation. It was favorably recommended by the Planning board after the hearing presentation. No opposition was received from the city departments.

The sense of the planning board was that while this change will potentially allow the development of more lots on the site, the size of future lots in the RM configuration would not be inconsistent with the lots in the surrounding neighborhood.

It was further noted that the development of this site still requires approval by the Conservation commission and a definitive plan before the planning board to establish actual lots sizes and configurations.

As a general principle of zoning, it is appropriate to change the zone lines in cases where the line runs randomly through a site and make the zone lines consistent with the lot lines. This is the case in this situation.

I concur with the Planning Boards recommendation.

Thank you for your attention to this matter.

RECOMMENDATION: Approve the zoning amendment as presented.



Haverhill

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

June 9, 2015

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

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

SUBJECT: Special permit for Cross Road- 13 units (revised to 12 Units)

At its meeting of May 13, 2015 the Haverhill Planning Board voted a conditional recommendation to the City Council for the proposed special permit. The minutes of the public hearing are attached for your review.

The role of the Board was to conduct a public hearing to make a recommendation to the city council relative to the special permit to locate a project proposed to be 13 units of multifamily housing on Cross Road. The site of the proposed units has long been an auto repair shop and is significantly disinvested and a blighting influence on the neighborhood.

The proposed project represents a significant investment in an area of the city. The opportunity to see this lot cleaned up and utilized will serve to bring additional stability to the area by improving conditions and property values.

Several significant issues were raised at the Planning board hearing and the board voted that these issues should be resolved and/of addressed prior to this hearing by the city council. Reports were received from city departments are in your packages for your review. Any requirements of the city departments should be contained in the approval as conditions to the special permit.

The issues of concern were the density and the roadway access. The number of units for the site at 13 was considered to be too many units. The board asked the developer to consider a reduction in the total number of units on the site. The developer has reviewed his plans and reduced the number of units to 12.

Another issue was access into the site which was proposed to be primarily off of Bradstreet Avenue. There were a variety of impacts discussed by the board and the abutters at the hearing and it was recommended that the applicant revise the access to remove the Bradstreet Avenue concerns. The developer has met with the city departments and as a result has reduced the Bradstreet access to only an emergency access and shifted the primary access to Cross Road.

The applicant should incorporate all of these changes if approved by the city council into the formal definitive plan which must be filed with the planning board.

Specifically, pursuant to zoning ordinance Ch. 255-76 (as applicable) the following findings must be made by the City Council relative to the project:

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

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

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

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

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

The requested use preserves historical buildings and uses.

Proposed conditions and stipulations:

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

Require the developer to comply with the requirements of the fire department relative to sprinklers and properly compliant materials between buildings.

Require the developer to comply with the requirements of the city engineer to install proper sidewalks and curbing along Cross Road.

Require that the developer comply with all of the additional requirements of the City's subdivision regulations for water and sewer and drainage improvements as contained within those regulations and further detailed in the attached letters from the departments.

These items shall be reflected in the definitive plan to be filed with the Planning board.

Recommendation

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

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

Robert D. Harb
ATTORNEY AT LAW
17 WEST STREET
HAVERHILL, MASSACHUSETTS 01830

TEL: (978) 373-5611
FAX: (978) 373-7441
EMAIL: bobharb@aol.com

Of Counsel
Alfred J. Cirome

April 29, 2015

City Council
City of Haverhill
4 Summer Street
Haverhill, MA 01830

REQUEST FOR CONTINUANCE TO JUNE 16, 2015
Original Scheduled Hearing Date: May 5, 2015

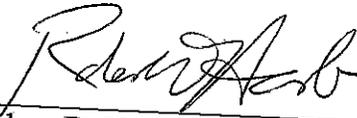
Re: Eileen Petrocelli-Petition To Rezone From RR to RM
95 Lake Street

To The Haverhill City Council:

For various reasons, including but not limited to the fact that the Applicant has an unanticipated work conflict which prohibits her from being present at the hearing on May 5, 2015, Applicant respectfully requests that the hearing scheduled for May 5, 2015 be continued to June 16, 2015. As you are aware, Applicant's property is the only property affected by this Petition.

Respectfully submitted,

Eileen Petrocelli

By: 
Robert D. Harb, Her Attorney

Robert D. Harb
ATTORNEY AT LAW
17 WEST STREET
HAVERHILL, MASSACHUSETTS 01830

TEL: (978) 373-5611
FAX: (978) 373-7441
EMAIL: bobharb@aol.com

Of Counsel
Alfred J. Cirome

April 23, 2015

City Council
City of Haverhill
4 Summer Street
Haverhill, MA 01830

Re: Eileen Petrocelli-Petition To Rezone From RR to RM/ 95 Lake Street
Brief In Support of Petition
Hearing Date: May 5, 2015

To assist the Council in arriving at a decision regarding the above Petition, the attached material is filed with the Council.

The usual preference of the City is that a parcel of land should be located all in the same zone. The subject property, as the Petition states, is located both in the RR and RM Zones. The requested zoning change is for the Petitioner's property, only. This change would allow the City's preference of one parcel all in one zone to occur. Because of this direct connection to the RM Zone, the requested change would not be spot zoning.

Before this Petition was filed, it was suggested that the Petitioner review the neighborhood to see if this requested change would be compatible with the existing lots in the area. Enclosed, for your review, please find a map of the area where the subject property is located and two charts:

- A bar chart displaying the number of homes categorized by lot size;
- A pie chart displaying the percentage of homes in each lot size.

As demonstrated by the pie chart, only 16% of the neighborhood complies with the current RR minimum lot size of 80,000 sq. ft., resulting in 84% of the neighborhood **NOT** complying with the RR minimum lot size of 80,000 sq. ft. It may be further noted that 44% of the neighborhood does **NOT** comply with neither RM, nor RR. These lots are smaller than the required minimum 20, 0000 sq. ft... By reviewing the first page of the enclosure, the map, almost all lots fall within the RR Zone. What the pie chart demonstrates is that 40% (20% + 20%) of those lots in RR comply with RM lot size minimum.

The requested Zoning Change to RM would be compatible with the neighborhood. This change would allow the Petitioner's property, if it was to be subdivided in the future, to be consistent in size with the existing lots where only 16% of the neighborhood complies with the

current RR minimum lot size of 80,000 sq. ft. and 40 % of the lots comply with the RM minimum lot size of 20,000 sq. ft.

There appears to be no objection to this request by any City Departments as of this morning.

The Petitioner obtained the Recommendation from the Planning Board.

Wherefore, the Petitioner would request that the City Council approve her Petition for a Zoning Change.

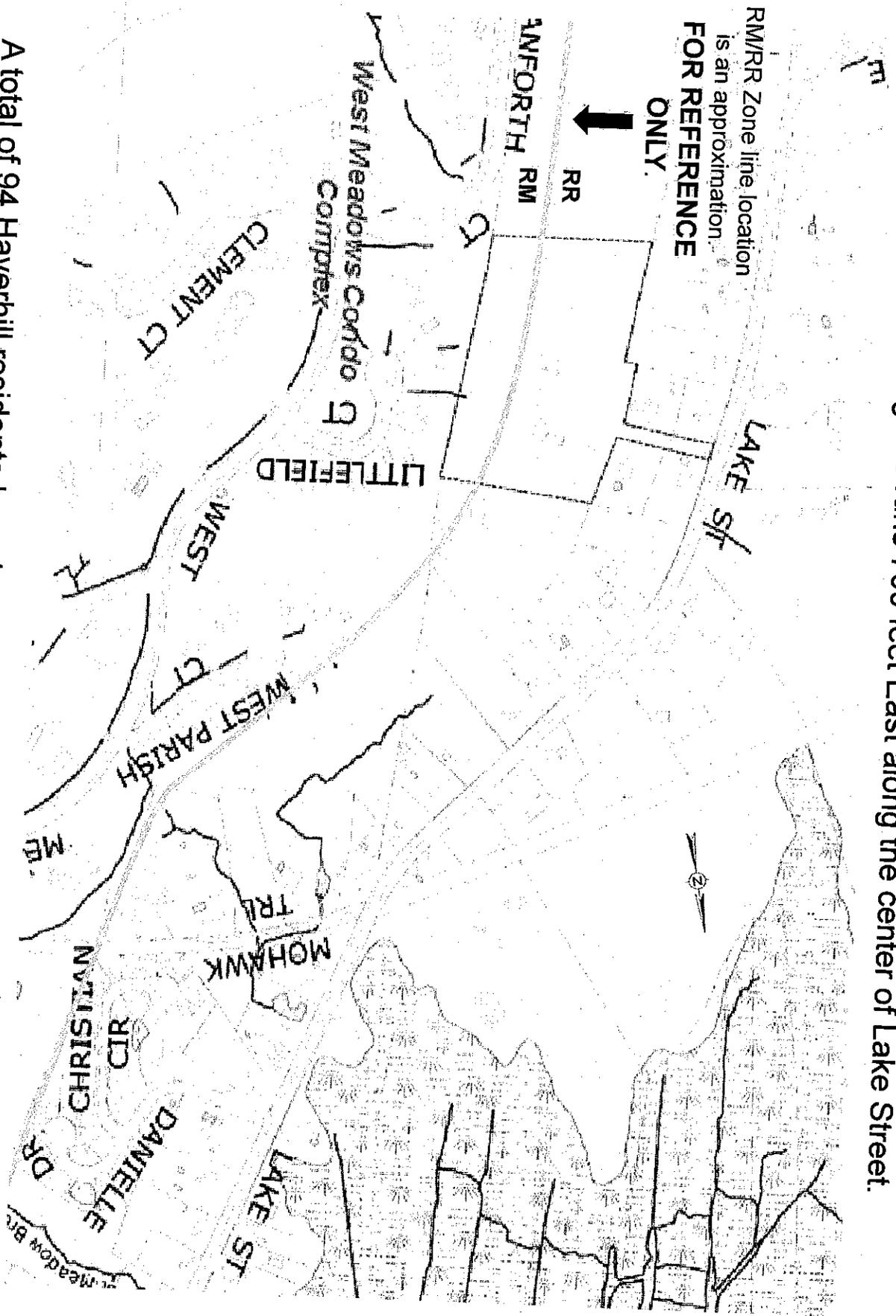
Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robert D. Harb", with a long horizontal flourish extending to the right.

Robert D. Harb
Attorney For Petitioner

95 Lake Street (7.8 acres)

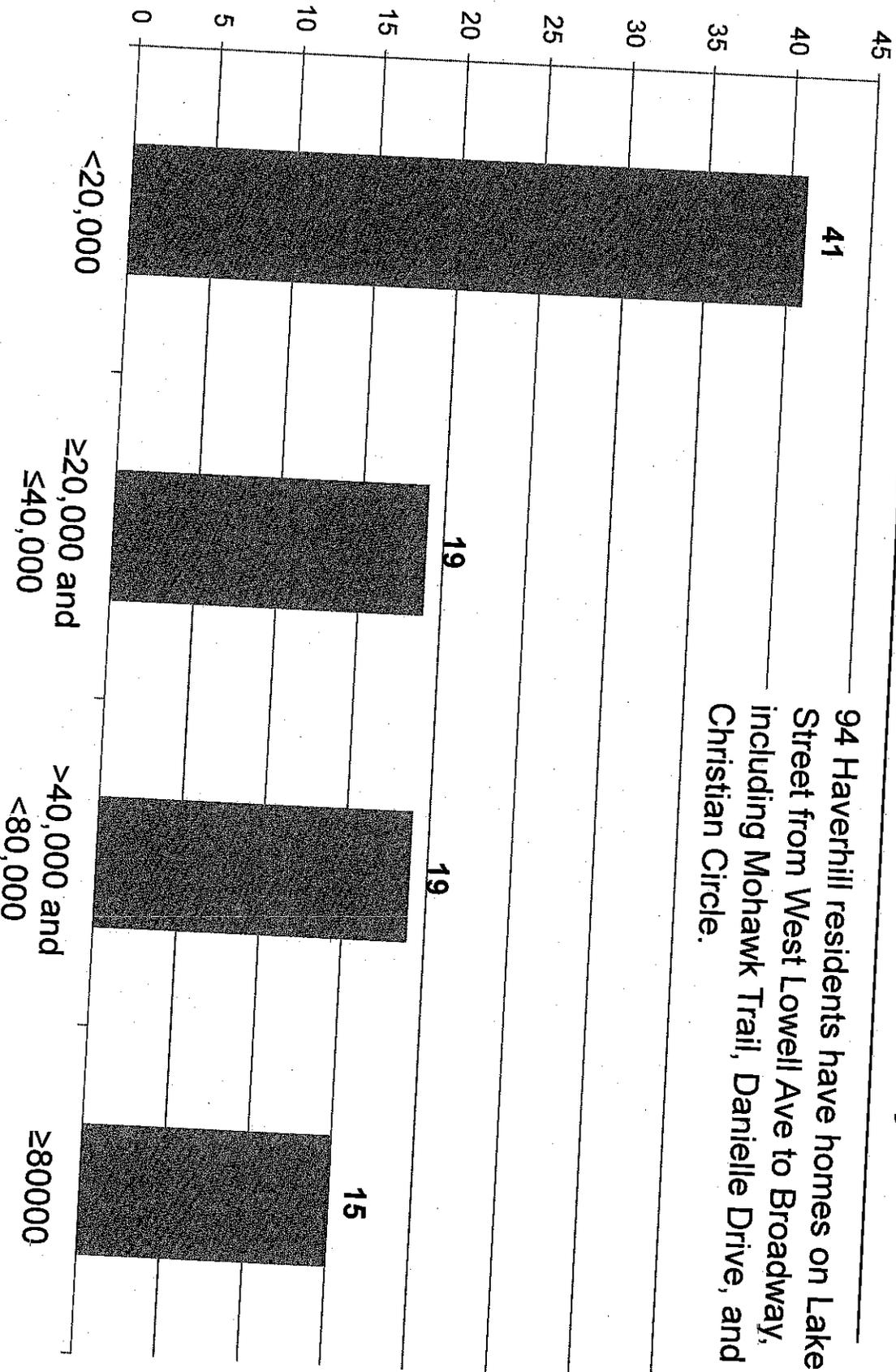
The RR/RM zoning line runs 700 feet East along the center of Lake Street.



A total of 94 Haverhill residents have homes on Lake Street from West Lowell Ave to Broadway, including Mohawk Trail, Danielle Drive, and Christian Circle.

Total Number of Home Lots Categorized by Size (sqft) Bounded by West Lowell Ave and Broadway

94 Haverhill residents have homes on Lake Street from West Lowell Ave to Broadway, including Mohawk Trail, Danielle Drive, and Christian Circle.



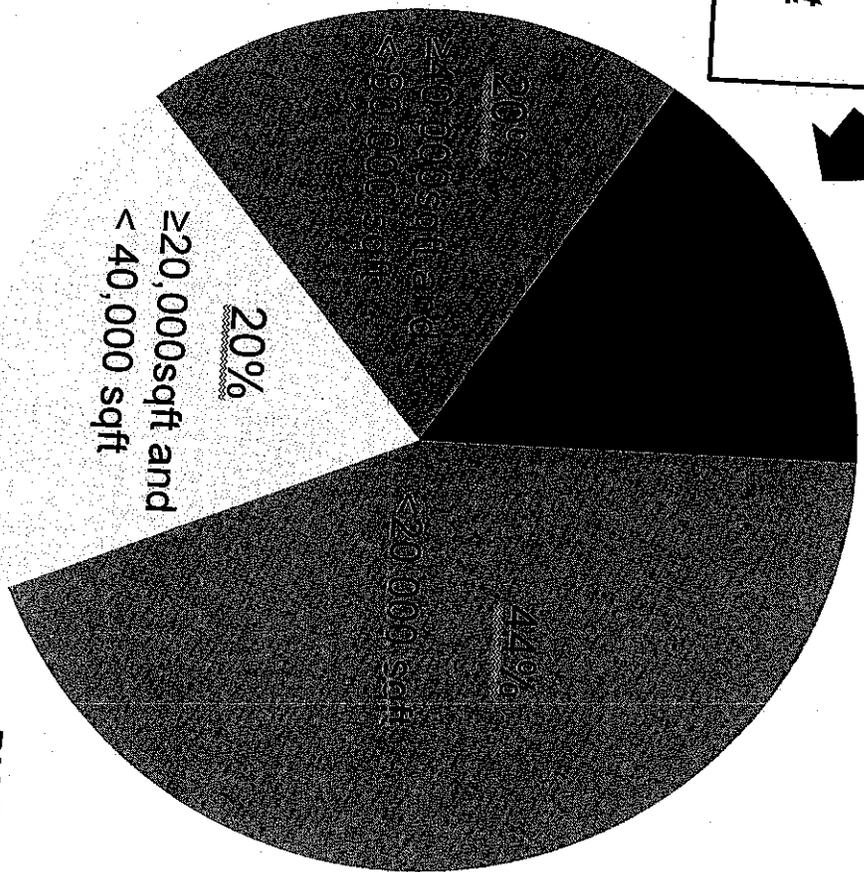
Lot Sizes- Measured in "sqft"

sqft : square feet

Q u a n t i t y

Percentage (%) of House Lots by Size (sqft) Bounded by West Lowell Ave and Broadway

16% of the neighborhood lots comply with the present RR zoning minimum lot size. Therefore, 84% of the neighborhood lots do not qualify with RR zoning.



44% of the neighborhood lots do not qualify for the present zoning of RM nor RR because their size are less than 20,000 sqft.

RM Zone: 20,000 sqft minimum
RR Zone: 80,000 sqft minimum
sqft : square feet

Paul and Janice Filteau
87 Lake Street
Haverhill, MA 01832
(978) 373-1628

RECEIVED
2015 JUN 11 PM 1 33
CITY CLERKS OFFICE
HAVERHILL, MA.

June 11, 2015

City Council
City of Haverhill
4 Summer Street
Haverhill, MA 01830

Re: City Council Meeting June 16, 2015
Eileen Petrocelli – Petition to Rezone From RR to RM – 95 Lake Street

To the Haverhill City Council:

You have all had an opportunity to review the Petition material submitted by Attorney Harb.

The information presented on the petition is distorted.

Attorney Harb's graphs show that **41 of 94** lots (44%) in the subject area have lot sizes less than 20,000 sq. ft. This is distorted because **35 of those lots are located on Danielle Drive and Christian Circle, a 40B development in which the lot sizes range from 3,144 to 12,055 square feet (Appendix A).** This distortion results in an inaccurate representation of the neighborhood and incorrect conclusions.

By excluding all 37 properties on Danielle Drive and Christian Circle from the study, the results are dramatically different and more realistically demonstrate that this RR neighborhood is **NOT consistent with RM zoning.**

Of the **57** properties on **Lake Street and Mohawk Trail (Appendix B)**

6	properties have lot sizes <20,000 sq. ft.	11%
16	properties have lot sizes ≥20,000 and <40,000 sq. ft.	28%
20	properties have lot sizes ≥40,000 and <80,000 sq. ft.	35%
15	properties have lot sizes ≥80,000 sq. ft.	26%

It should be noted that there was a zoning change in 2001 which increased RR minimum lot size from 40,000 sq. ft. to 80,000 sq. ft. Under rules in effect prior to August 2001, 61% of properties were compliant with RR zoning, rather than just 26% today.

Average lot size (including all 57 properties)	81,370 sq. ft.
Average lot size (excluding 5 properties over 200,000 sq. ft.)	50,266.5 sq. ft.

The five largest properties on Lake Street account for 44% of the total area on Lake Street and Mohawk Trail. The attached zone map (Appendix C), which includes square footage for each property, depicts the neighborhood simply.

The petition before the Council states that the property is in two zones. City departments have not been able to provide a clear, historical explanation of how properties came to be in multiple zones, other than to explain that some time ago, someone drew a line on a map 700' from the center of Lake Street. Mr. Pillsbury and Attorney Harb have said that the City prefers to have properties in one zone. **How, when and why did the City of Haverhill allow properties to become multi-zoned in the first place?** Neighbors were unaware that some of their properties had been placed in more than one zone. How, then, does it make sense that a property owner in this situation has the opportunity to choose which zone he or she wishes to be in?

Lake Street was and is intended to be RR zoning. 95 Lake Street is approximately 80% RR and 20% RM. To change the zone at 95 Lake Street to RM would be to **spot zone**. Such a glaring change would be obvious on the zoning map (Appendix C). To suggest that the small percentage of 95 Lake Street's current RM zone that abuts West Meadow Hill's RM zone justifies a zoning change to RM, is quite a stretch.

By extension, if this Petition were approved, **it would set a precedent** for the remaining properties similarly affected by this zone line to use the same logic to apply for RM zoning.

We would advocate for the RR zoning lines of all five properties affected by this zone line to be moved back to the property lines abutting the West Meadow Hill development, where they should reasonably have been located.

The only reason the petitioner would request a change of this magnitude is that less restrictive zoning rules would allow for more development of the property, thereby yielding a greater amount of money from the development of as many homes as can possibly be squeezed onto the property.

Simply stated – this is about money, not about the neighborhood.

In summary, we believe this petition is based upon distorted data.

This change would compound a poorly drawn line on a zoning map with zoning that was clearly not intended for this area.

Neighbors oppose this effort to change their neighborhood. Please see their petitions attached.

Please vote NO on this petition.

Respectfully,



Paul Filteau



Janice Filteau

Attachments

Appendix A Residential Lots by Square Footage
Danielle Drive and Christian Circle

Appendix B Residential Lots by Square Footage
Lake Street and Mohawk Trail

Appendix C Zone Map of 95 Lake Street Neighborhood with Square Footage

Petitions

Residential Lots by Square Footage
Danielle Drive and Christian Circle

Appendix A

Address	Square Footage
52 Christian Circle	3,144
41 Danielle Drive	3,260
14 Danielle Drive	3,289
46 Christian Circle	3,499
22 Christian Circle	3,591
34 Christian Circle	3,605
38 Christian Circle	3,634
46 Danielle Drive	3,848
23 Christian Circle	3,935
42 Christian Circle	4,068
19 Danielle Drive	4,069
26 Christian Circle	4,136
18 Danielle Drive	4,161
30 Christian Circle	4,310
18 Christian Circle	4,414
31 Danielle Drive	4,451
10 Danielle Drive	4,642
54 Christian Circle	4,698
15 Christian Circle	4,868
33 Christian Circle	4,911
6 Danielle Drive	4,953
11 Danielle Drive	4,996
22 Danielle Drive	5,424
38 Danielle Drive	5,725
42 Danielle Drive	6,015
34 Danielle Drive	6,224
26 Danielle Drive	6,494
14 Christian Circle	7,394
6 Christian Circle	7,438
7 Danielle Drive	7,643
45 Danielle Drive	7,804
47 Danielle Drive	8,927
9 Christian Circle	9,290
45 Christian Circle	11,418
10 Christian Circle	12,055
55 Christian Circle	30,696
1 Danielle Drive	40,000

35

Source: City of Haverhill
Patriot Properties
Property Assessment Data

**Residential Lots by Square Footage
Lake Street and Mohawk Trail**

Appendix B

Address	Square Footage
162 Lake Street	15,768
301 Lake Street	16,000
266 Lake Street	17,110
156 Lake Street	18,356
269 Lake Street	19,000
191 Lake Street	19,485
184 Mohawk Trail	20,711
129 Lake Street	22,500
73 Lake Street	22,510
75 Lake Street	22,790
217 Lake Street	22,790
186 Mohawk Trail	22,850
262 Lake Street	23,000
108 Lake Street	24,741
159 Lake Street	25,375
298 Lake Street	26,571
146 Lake Street	26,946
87 Lake Street	30,000
85 Lake Street	30,150
177 Lake Street	30,220
255 Lake Street	34,848
21 Lake Street	35,973
251 Lake Street	40,000
124 Lake Street	40,062
297 Lake Street	40,451
116 Lake Street	40,493
220 Lake Street	41,650
176 Lake Street	43,560
43 Lake Street	43,996
123 Lake Street	44,170
105 Lake Street	45,000
65 Lake Street	46,609
265 Lake Street	46,609
53 Lake Street	47,045
254 Lake Street	47,916
24 Lake Street	48,757
33 Lake Street	50,965
201 Lake Street	53,579
10 Lake Street	57,064
155 Lake Street	58,806
145 Lake Street	74,052
137 Lake Street	75,359
50 Lake Street	87,120
44 Lake Street	87,381
132 Lake Street	90,169
270 Lake Street	103,673

6

16

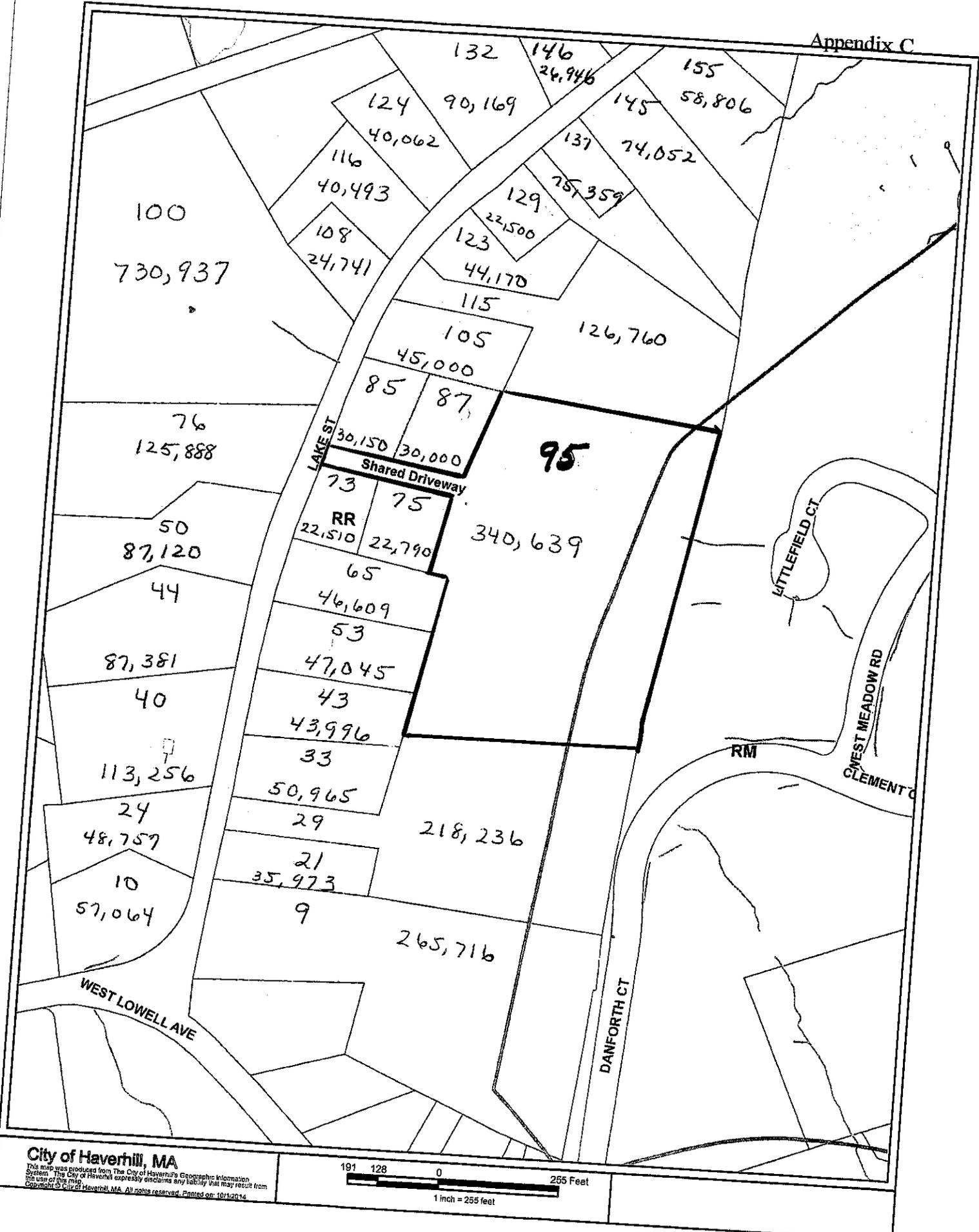
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15

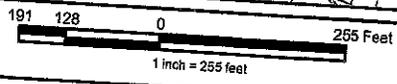
**Residential Lots by Square Footage
Lake Street and Mohawk Trail**

Address	Square Footage
180 Mohawk Trail	108,029
40 Lake Street	113,256
76 Lake Street	125,888
115 Lake Street	126,760
240 Lake Street	126,760
202 Mohawk Trail	130,985
29 Lake Street	218,236
9 Lake Street	265,716
95 Lake Street	340,639
188 Lake Street	468,706
100 Lake Street	730,937

Source: City of Haverhill
Patriot Properties
Property Assessment Data



City of Haverhill, MA
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PETITION

City Council Meeting

June 16, 2015

We, the undersigned residents and neighbors of Lake Street in Haverhill, MA, do NOT support a change in zoning from RR to RM at 95 Lake Street.

Janice Filteau

87 Lake Street

Janice Filteau

Paul Filteau

87 Lake Street

Paul Filteau

Wayne Barlow

75 Lake Street

Wayne Barlow

Cynthia Barlow

75 Lake Street

Cynthia Barlow

Judith Alaimo

85 Lake Street

Judith A. Alaimo

Rose-Mary Sargent

73 Lake Street

Rose-Mary Sargent

Elisabeth Staten

105 Lake Street

Elisabeth Staten

Nicola Garafolo

115 Lake Street

Nicola Garafolo

Berta Garafolo

115 Lake Street

Berta Garafolo

PETITION

City Council Meeting

June 16, 2015

We, the undersigned residents and neighbors of Lake Street in Haverhill, MA, do NOT support a change in zoning from RR to RM at 95 Lake Street.

Nicholas Massa 65 Lake Street *Nicholas J. Massa*

Christine Massa 65 Lake Street *Christine Massa*

Robert Beauregard 43 Lake Street *Robert Beauregard*

Beverly Beauregard 43 Lake Street *Beverly Beauregard*

Joseph Parker 29 Lake Street *Joseph R. Parker*

Annette Parker 29 Lake Street *Annette Parker*

Mark Abare 100 Lake Street *Mark A. Abare*

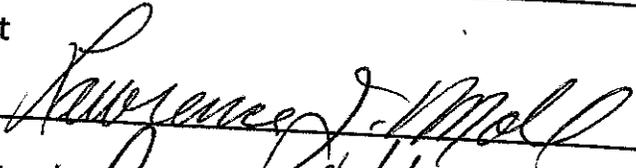
PETITION

City Council Meeting

June 16, 2015

We, the undersigned residents and neighbors of Lake Street in Haverhill, MA, do NOT support a change in zoning from RR to RM at 95 Lake Street.

Lawrence Moll 40 Lake Street



Laurie Moll 40 Lake Street

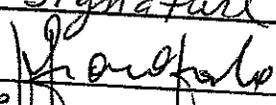
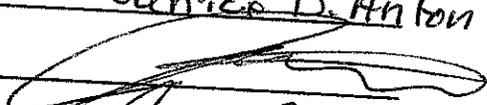


PETITION

City Council Meeting

June 16, 2015

We, the undersigned residents and neighbors of Lake Street in Haverhill, MA, do NOT support a change in zoning from RR to RM at 95 Lake Street.

Name (printed)	Address	Signature
Valerio Garofalo	123 Lake St.	
James D. Anton	896 W. Lowell Ave 399 Lake St	Janice D. Anton
John Nicoletti	953 W. Lowell Ave	
NIRISA C. Nicoletti	955 W Lowell AVE	
Robert D. Gaudreau	21 Lake St	

PETITION

City Council Meeting

June 16, 2015

We, the undersigned residents and neighbors of Lake Street in Haverhill, MA, do NOT support a change in zoning from RR to RM at 95 Lake Street.

Maureen A Mulligan	57 Lake St.
Timothy J Miller ✓	44 Lake St.
John J Mulligan	70 Lake St
W. Puzar	108 LAKE ST
Tracy Don	116 Lake St
Kevin Don	114 LAKE ST
Carol A O'Connell	124 LAKE ST
Gina M Dow	132 Lake St

PETITION

City Council Meeting

June 16, 2015

We, the undersigned residents and neighbors of Lake Street in Haverhill, MA, do NOT support a change in zoning from RR to RM at 95 Lake Street.

Name (printed)

Address

Signature

Brian Hall	10 Lake St	Brian Hall

Hearing August 25
2015
Haverhill



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

14.2

DATE: July 24, 2015

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

FROM: William Pillsbury, Economic Development and Planning Director

RE: **Zoning Amendment- Waterfront Zoning District -Merrimack Street signage design review**

In order to more properly implement the Waterfront zoning ordinance as it relates to Merrimack street signage design review, the attached minor technical amendment is necessary.

I request the City Council to schedule a public hearing on the amendment on Tuesday August 25, 2015, and that the amendment be referred to the Planning Board for a recommendation at its August 12, 2015 meeting.

RECOMMENDATION: Schedule the Council hearing for August 25th and refer the matter to the planning board for it August 12th meeting.

IN CITY COUNCIL: July 28 2015 REFER TO PLANNING BOARD and
VOTED: that COUNCIL HEARING BE HELD AUGUST 25 2015

Attest:

City Clerk

98-B



DOCUMENT 98-B

File 10 DAYS

CITY OF HAVERHILL

In Municipal Council July 28 2015

14.2.1

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 255

**An Ordinance Relating to Zoning
Table of Use and Parking Regulations**

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 255, Article XVI, Waterfront Zoning District section 255:41.2 (Signs permitted in the waterfront district), as amended, being and is hereby further amended by adding the following paragraph after the conclusion of the first sentence (In addition, projects in the WD must meet the following:)

"Any application for signage or awnings on Merrimack Street under the waterfront zoning ordinance shall require design review and approval by the Planning Director prior to the issuance of permits to ensure compliance with the ordinance. The building inspector shall forward permit applications and not issue permits for signage without prior approval of the Planning Director. The Planning Director may engage peer review of the signage application if warranted to ensure compliance with the ordinance."

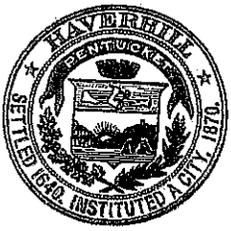
APPROVED AS TO LEGALITY

CITY SOLICITOR

PLACED ON FILE for at least 10 days
Attest:

City Clerk

for hearing August 25 2015 Merrimack St Signage design review



Haverhill

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

DATE: August 21, 2015

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

FROM: William Pillsbury, Economic Development and Planning Director

RE: Zoning Amendment- Waterfront Zoning District - Merrimack Street subzones-signage design review

In order to more properly implement the Waterfront zoning ordinance as it relates to Merrimack street signage design review, the attached minor technical amendment is necessary.

The Planning Board voted a unanimous favorable recommendation at its August 12, 2015 meeting, and I recommend that the city council pass the zoning amendment as proposed.

RECOMMENDATION: Approve the zoning amendment as presented.



Hearing August 25²⁰¹⁵
Haverhill

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

143

DATE: July 24, 2015

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

FROM: William Pillsbury, Economic Development and Planning Director

**RE: Zoning Amendment- Stevens Street/Hale Street IG (Industrial
General) zone**

The Industrial General Zone including Stevens Street and Hale Street is an area of significant transition and as such the attached zoning amendment changes all uses currently labeled "P" -permitted to "S" - special permit by the city council. This will enable an appropriate level of review of projects proposed for the area.

I recommend that the City Council schedule a public hearing on the matter at its August 25th meeting and refer the matter to the Planning Board for a recommendation at its August 12th meeting.

Thank you for your attention to this matter.

RECOMMENDATION: Schedule the City Council hearing for August 25th and refer the matter to the Planning Board for its August 12th meeting.

IN CITY COUNCIL: July 28 2015

REFER TO PLANNING BOARD and

VOTED: that COUNCIL HEARING BE HELD AUGUST 25 2015

Attest:

City Clerk

99-B



DOCUMENT 99-B

File
10 days

CITY OF HAVERHILL

In Municipal Council July 28 2015

14,3,1

~~ORDERED~~ MUNICIPAL ORDINANCE

CHAPTER 255

An Ordinance Relating to Zoning Table of Use and Parking Regulations

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 255, Table 1, TABLE OF USE AND PARKING REGULATIONS, being and is hereby further amended as follows:

SECTION 255, ZONING TABLE 1: In as much as the remaining IG zone (Stevens Street/Hale Street) is an area in significant transition all uses in this IG zone where the table is currently "P" PERMITTED shall be changed to "S" -SPECIAL PERMIT by the City Council.

APPROVED AS TO LEGALITY

CITY SOLICITOR

PLACED ON FILE for at least 10 days
Attest:

City Clerk

For Hearing August 25 2015 IG zone
Stevens Street/Hale Street



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

~~MUNICIPAL ORDINANCE~~

~~CHAPTER 255~~

RECOMMENDED AMENDMENT —

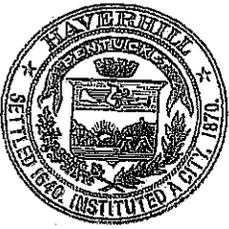
~~An Ordinance Relating to Zoning
Table of Use and Parking Regulations~~

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 255, Table 1, TABLE OF USE AND PARKING REGULATIONS, being and is hereby further amended as follows:

SECTION 255, ZONING TABLE 1: In as much as (A PORTION OF) the remaining IG zone (Stevens Street) is an area in significant transition all uses except general office uses in this portion of this IG zone where the table is currently "P" PERMITTED shall be changed to "S" -SPECIAL PERMIT by the City Council.

APPROVED AS TO LEGALITY

CITY SOLICITOR



Haverhill

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

DATE: August 21, 2015

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

FROM: William Pillsbury, Economic Development and Planning Director

RE: Minor changes to Zoning Amendment- Stevens Street IG (Industrial General) zone

The Industrial General Zone including Stevens Street is an area of significant transition and as such the attached zoning amendment changes all uses on Stevens street except general office uses currently labeled "P" -permitted to "S" -special permit by the city council. This will enable an appropriate level of review of projects proposed for the area.

I recommend these minor changes be made to the document currently on file with the city council. The result of this minor amendment means that Hale Street is NOT included in this zoning change and general office use continues to be allowed by right on Stevens street.

The Planning Board at its meeting of August 12th voted a unanimous favorable recommendation to the city council after giving consideration to the ordinance with these proposed changes included.

Thank you for you attention to this matter.

RECOMMENDATION: Approve the zoning amendment as modified.



101-A

Hearing August 25²⁰¹⁵
Haverhill

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

101-A

14.4

August 7, 2015

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

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

SUBJECT: Street Discontinuance – (A portion of) Wall Street

In order to facilitate the construction of Harbor Place it is necessary to formally discontinue a portion of Wall street in the area of the Harbor place Project. The Planning board will conduct a hearing on this action at its August 12th meeting. I request the city council to conduct a hearing on the matter at it August 25th meeting.

Thank you for your attention to this matter

Recommendation: Schedule a hearing for the August 25th meeting on this matter.

IN CITY COUNCIL: August 11 2015

REFER TO PLANNING BOARD and

VOTED: that COUNCIL HEARING BE HELD AUGUST 25 2015

Attest:

City Clerk

Also: Street order Doc 101

ParcelID	OWNER1	LOCATION	BillingAddress	CSZ
100-1-1	MERRIMACK STREET OWNER, LLC	2 MERRIMACK ST	84 STATE STREET SUITE 600	BOSTON, MA 02109
100-1-11	MERRIMACK STREET OWNER, LLC	42 MERRIMACK ST	84 STATE STREET SUITE 600	BOSTON, MA 02109
100-1-13	D R LOCKE LLC	56 MERRIMACK ST	5 MIDDLETON ROAD	BOXFORD, MA 01921
100-1-14	VINTAGE TREASURE REALTY TRUST	68 MERRIMACK ST	3 DWIGHT ST	HAVERHILL, MA 01830
100-1-15	MERRIMACK STREET OWNER, LLC	72 MERRIMACK ST	84 STATE STREET SUITE 600	BOSTON, MA 02109
100-1-5	MERRIMACK STREET OWNER, LLC	20 MERRIMACK ST	84 STATE STREET SUITE 600	BOSTON, MA 02109
100-1-6	MERRIMACK STREET OWNER, LLC	24 MERRIMACK ST	84 STATE STREET SUITE 600	BOSTON, MA 02109
100-1-8	MERRIMACK STREET OWNER, LLC	32 MERRIMACK ST	84 STATE STREET SUITE 600	BOSTON, MA 02109

Rec'd list
on 8/3/15

mailed out
8/3/15

Doc 101

August 12, 2015

Notice is hereby given that a hearing will be held for all parties interested, in the Council Chambers, City Hall Building, on Tuesday, **August 25, 2015** at 7:00 o'clock P.M. on Document 101, being a petition from City of Haverhill to discontinue a portion of Wall Street in the area of the Harbor Place Project.

Description is in the City Clerk's Office.

Linda L Koutoulas
Haverhill City Clerk

Advertise: August 14th and 20th

Street Abutters
Wall Street



Steve 7/28/15
Need Abutters
list
Any ? :S Please
Speak w/ Bill

RECEIVED
2015 JUL 28 AM 11 37
PLANNING BOARD
CITY ENGINEER'S OFFICE
HAVERHILL, MA.

CITY OF HAVERHILL
MASSACHUSETTS 01830

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

Rec'd Abutters list
on 8/3/15

**Public Hearing Notice
8/12/15 Planning Board Meeting**

Sent out
abutters
on 8/3/15

The Haverhill Planning Board will hold its public hearing on
**WEDNESDAY, August 12, 2015, at 7:00 P.M. in Room 202, Haverhill
City Hall.** (See files in the Planning Dept. for further information.)

**Acceptance of Certificates of Donation of Way Parcels &
Acceptance of Streets as Public Ways**—The city engineer for the City
of Haverhill requests planning board forward a recommendation to the
City Council to accept Bryant Avenue/acceptance of Certificates of
Donation of Way Parcels and to accept the street as a public way.

Zoning Amendment—related to signage on Merrimack Street
Zoning Amendment—related to uses in the Stevens Street/Hale
Street IG Zone

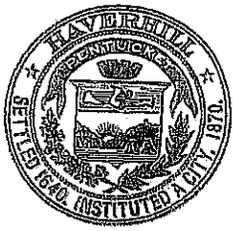
Street Discontinuance—of a portion of Wall Street—
Recommendation to the City Council

Mailed out
8/3/15
Some day that
when I rec'd
abutters list

Signed,

Paul B. Howard
Paul B. Howard
Chairman

Cc: The above cited files
City Departments
Mayor James Fiorentini
City Solicitor William D. Cox, Esquire



Haverhill

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

August 21, 2015

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

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

SUBJECT: Street Discontinuance – (A portion of) Wall Street

In order to facilitate the construction of Harbor Place it is necessary to formally discontinue a portion of Wall street in the area of the Harbor place Project. The Planning board conducted a hearing at its August 12th meeting, and made a unanimous favorable recommendation on the discontinuances as proposed. I request that the city council approve the discontinuances as presented.

Thank you for your attention to this matter.

Recommendation: Approve the Discontinuance as proposed.

Doc 101

14.5



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

It is hereby ordered that a portion of the way known as WALL STREET be discontinued as a public way. This shall be the portion of Wall Street from the Basile Bridge to City Landing 12

FOR HEARING AUGUST 25 2015



Document

CITY OF HAVERHILL

In Municipal Council

15.1

Ordered:

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

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Stericycle	\$ 250.00	Highway/Refuse Collection
Ronald Seaboyer Electrical	\$1,540.00	Street Light Maintenance
Comm of MA Dept of Public Safety	\$ 50.00	Public Library
ASAP Fire Safety Corporation	\$ 870.00	Public Library
David Grunebaum, Esquire	\$ 807.50	Law Department
Kopelman & Paige PC	\$1,585.06	Law Department
Patriot Properties Inc	\$ 800.00	Law Department
Poland Spring	\$ 12.95	City Clerk
CDW Government	\$1,138.62	School Department
CDW Government	\$ 529.00	School Department
Supply Works	\$1,636.94	Public Property
Maguire Pest Control	\$ 220.00	Public Property



Stericycle
Protecting People. Reducing Risk.

INVOICE

INVOICE DATE 06/30/2015
INVOICE NUMBER 1005955723
CUSTOMER NUMBER 8168863
Site & Purchase Order Info on Reverse Page

NDB/CITY OF HAVERHILL -DPW
FRANCO CORDANO
500 PRIMROSE ST
HAVERHILL MA 01830-2660

For billing, scheduling or customer service:
(866) 783-7422
Hours: (Mon - Fri) 8:00 AM - 5:00 PM
CustomerCare@Stericycle.com

ACCOUNT SUMMARY

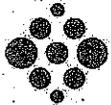
DESCRIPTION	DATE	AMOUNT	TOTAL
PREVIOUS BALANCE			\$250.00
CURRENT ADJUSTMENTS			(\$250.00)
Thank You-Payment #330998	06/30/2015	(\$250.00)	
CURRENT INVOICE CHARGES	(See Reverse Page For Details)		\$250.00
TOTAL ACCOUNT BALANCE DUE BY 07/30/2015			\$250.00

REFUSE REC Y
1010000.1.0430 e 5305

CERTIFICATION: The material listed on the manifest(s) (infectious medical waste) has been treated in accordance with the requirements of federal, state and local regulations governing the treatment of such waste. A copy of this certificate, applicable manifests, and the appropriate logs will remain on file with the company. For customers in WI, this invoice also serves as certificate of destruction.

Account History					
Please disregard if payment has been sent.					
Current	1 - 30 days Past Due	31 - 60 days Past Due	61 - 90 days Past Due	90+ days Past Due	Total Account Balance
\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE. TO ENSURE TIMELY POSTING OF YOUR PAYMENT, PLEASE ALLOW 5 DAYS FOR MAILING.



Stericycle
Protecting People. Reducing Risk.
Stericycle, Inc.
4010 Commercial Ave.
Northbrook, IL 60062

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
1005955723	06/30/2015	8168863
TOTAL ACCOUNT BALANCE DUE BY 07/30/2015		\$250.00
TOTAL AMOUNT ENCLOSED		\$250.00
To pay your invoice with an electronic payment method please visit www.MyStericycle.com or call 866-783-7422.		

If account or contact information has changed please check box and fill out back portion of coupon

0008168863 1005955723 0000025000 3 040005

ADDRESSEE: =====

REMIT TO: =====

MDG2012 00003810 1 MB 1
NDB/CITY OF HAVERHILL -DPW
FRANCO CORDANO
500 PRIMROSE ST
HAVERHILL MA 01830-2660



STERICYCLE, INC.
P.O. BOX 6582
CAROL STREAM IL 60197-6582

Ronald Seaboyer Electrical Maintenance &

235 Howard Street
Melrose, MA 02176

Invoice

Street light maintenance
1010000, 1.0424.5246

Date	Invoice #
6/21/2015	04012823

Bill To
City of Haverhill Mr. Micheal Stankovich 500 Primrose Street Haverhill, Ma. 01830

Ship To
City of Haverhill

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			6/21/2015			

Quantity	Item Code	Description	Price Each	Amount
		WORK PERFORMED TO EVALUATE THE CONDITION OF THE CITY OWNED STREET LIGHT CONTROL UNITS		
14	Hav Rate	Haverhill 2013/2014 Hourly Rate (one man eight hours and one man six hours 06/19/2015)	70.00	980.00T
8	Hav Rate	Haverhill 2013/2014 Hourly Rate (one man eight hours 06/20/2015)	70.00	560.00T
		Out-of-state sale, exempt from sales tax	0.00%	0.00

Total \$1,540.00

RECEIVED
7-22-15

The Commonwealth of Massachusetts Department of Public Safety
One Ashburton Place, Room 1301, Boston, Massachusetts 02108-1618
Phone (617) 727-3200 Fax (617) 727-5732

Sarah Moser
Haverhill Public Library
99 Main Street
Haverhill, MA 01830

SEND PAYMENT TO:
Commonwealth of Massachusetts
Boiler Inspection Program
P.O. Box 417599
Boston, MA 02241-7599

Payment Notice # 64786

DATE: 07/09/2015

DATE	FEE	DESCRIPTION	LOCATION	AMOUNT
6/22/2015	Certificate - PV	MA120647A - Western - 1967 - External Inspection Requiring Certificate	99 Main Street	\$50.00

COPY

(FOR BOILERS) M.G.L. 146 section 8: No person shall operate or cause to be operated any boiler required by this chapter to be inspected until it has been inspected, and the certificate of inspection required by section twenty-three or twenty-five has been issued and so placed in the engine or boiler room of the plant as to be easily read, or in the case of a portable boiler kept with it and always accessible.

(FOR PRESSURE VESSELS) M.G.L. 146 section 34: No person shall install or use, or cause to be installed or used, any tank or other receptacle for the storing of compressed air at any pressure exceeding 50 pounds per square inch, except when attached to locomotives or street or railway cars or trackless trolley vehicles, or to motor vehicles for use in operating such vehicles or their brakes or body-lifting apparatus unless the owner or user of such tank or other receptacle holds a certificate of inspection issued by the department, certifying that the tank or other receptacle has been duly inspected within the preceding 2 years, or unless the owner or user holds a policy of insurance upon the tank or other receptacle issued by an insurance company authorized to insure air tanks within the commonwealth, together with a certificate of inspection from the department.

PLEASE INCLUDE REMITTANCE FORM WITH PAYMENT.

REMITTANCE FORM

Payment Email Address: _____

Certificate Email Address: _____

TOTAL \$50.00

LOCATION: Haverhill Public Library, 99 Main Street, Haverhill, MA 01830-5044

CHECK# _____

JURISDICTION NUMBER: MA120647A

Payment Notice # 64786

DATE: 07/09/2015



Invoice

Date	Invoice #
6/17/2015	003720

6 Progress Ave Unit #3
Tyngsboro, MA 01879

Bill To
Haverhill Public Library 99 Main Street Haverhill MA 01830 A/P

Ship To

P.O. Number	Terms	Rep	Ship
	Net 10	JH	6/15/2015

Quantity	Item Code	Description	Price Each	Amount
1	PRE-ACTION	QUARTERLY PRE-ACTION SPRINKLER INSPECTION	395.00	395.00
1	SSR	INTERNAL INSPECTION & LUBE AT DELUGE VALVE	380.00	380.00
1	SPRINKLER WR...	SPRINKLER WRENCH	80.00	80.00
1	FUEL	FUEL FEE	15.00	15.00

COPY

Sales Tax (0.0%)	\$0.00
Total	\$870.00

Phone #	Fax #	E-mail
978-649-4945	978-649-9445	nicole@asapfire.com

Any dispute must be brought to our attention within 15 days of this invoice. A finance charge of 1 1/2% per month will be charged on all past due accounts. All collections, legal fees & finance charges will be the responsibility of the customer.

received
7-24-15

OK to pay
SM

DAVID F. GRUNERBAUM, ESQUIRE
 60 DEDHAM AVENUE, SECOND FLOOR
 NEEDHAM, MA 02492
 (781) 444-5051

City of Haverhill
 Haverhill City Hall
 4 Summer Street
 Haverhill MA 01830

Page: 1
 07/03/2015
 Account No: 30003-000
 Statement No: 2886

Attn: William Cox

General Consultation

Payments received after 07/03/15
 are not included on this statement.

Previous Balance \$382.50

Fees

Date	Description	Hours	Rate	Total
06/11/15	DFG Review and revise Supplementary Statement in MUP-13-3066; extend time to file.	0.75	170.00	127.50
06/16/15	DFG Telephone conference with Mayor; emails with B. Cox.	0.75	170.00	127.50
06/17/15	DFG Review and revise Supplementary Statement in MUP-13-3066.	0.75	170.00	127.50
06/18/15	DFG Review and revise Supplementary Statement in MUP-13-3066; emails and telephone conference with Bill Cox re: severance agreement.	1.50	170.00	255.00
06/23/15	DFG Review and file Supplementary Statement in MUP-13-3066.	0.50	170.00	85.00
06/25/15	DFG Emails with Jillian Ryan.	0.25	170.00	42.50
06/29/15	DFG Emails with Jillian Ryan.	0.25	170.00	42.50
	FOR CURRENT SERVICES RENDERED	4.75		807.50

RECAPITULATION

TIMEKEEPER	Title	HOURS	RATE	TOTAL
David F. Grunebaum	Senior Partner	4.75	\$170.00	\$807.50

KOPELMAN AND PAIGE, P.C.

101 ARCH STREET
BOSTON, MA 02110
(617) 556-0007

STATEMENT NO. 104924

WILLIAM D. COX, JR., ESQ.
CITY SOLICITOR
CITY OF HAVERHILL
145 SOUTH MAIN STREET
BRADFORD, MA 01835

JUNE 30, 2015

IN REFERENCE TO: PROFESSIONAL SERVICES THROUGH June 30, 2015

GENERAL LEGAL SERVICES

6/4/2015	MER	EXCHANGE E-MAILS WITH CITY SOLICITOR RE: NEW PERSONNEL ISSUES; LEGAL RESEARCH RE: SAME.	0.20	35.00
6/23/2015	DJD	POLICE STATION - REVIEW DOCUMENTS RE: PROPOSED REPLACEMENT OF FIRE SPRINKLERS AND POSSIBLE WARRANTY CLAIM.	0.20	35.00
6/23/2015	MER	MEAGHER V. CITY - EXCHANGE E-MAILS WITH CITY SOLICITOR RE: NEW COURT COMPLAINT, AND REVIEW AND ANALYZE SAME.	0.50	87.50
6/23/2015	JDU	MEAGHER V. CITY - REVIEW AND ANALYZE PLAINTIFF'S COMPLAINT; LEGAL RESEARCH RE: STATUS OF QUITCLAIM COVENANTS WHERE EASEMENT WAS NOT PLACED ON PROPERTY BY CONVEYING PROPERTY, STATUTE OF LIMITATIONS FOR DECEIT IN THE SALE OF REAL ESTATE AND CLEAR AND MARKETABLE TITLE; LEGAL RESEARCH RE: TITLE TO SUBJECT PROPERTY.	3.10	542.50
6/29/2015	JDU	MEAGHER V. CITY - TELEPHONE CONFERENCE WITH CITY SOLICITOR RE: STRATEGY IN CRAFTING DEFENSES TO COMPLAINT.	0.30	52.50
6/30/2015	JDU	MEAGHER V. CITY - LEGAL RESEARCH RE: ABILITY TO DISMISS CLAIMS BASED ON PERTINENT REAL ESTATE TITLE DOCTRINE.	0.40	70.00
		SUBTOTAL:	4.70	822.50

PUBLIC RECORDS REQUESTS

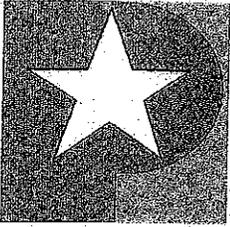
6/22/2015	MER	EXCHANGE E-MAILS WITH POLICE CAPTAIN RE: FEES FOR PUBLIC RECORDS REQUESTS.	0.10	17.50
		SUBTOTAL:	0.10	17.50

CHANSKY V. CITY

6/1/2015	DJD	DRAFT MOTION TO CONTINUE PRETRIAL CONFERENCE AND FORWARD TO OPPOSING COUNSEL FOR REVIEW; EXCHANGE E-MAILS WITH COUNSEL RE: FILING OF MOTION.	0.60	105.00
6/23/2015	DJD	REVIEW APPELLATE DIVISION DECISION AND DRAFT DEFENDANT'S PORTIONS OF JOINT PRE-TRIAL MEMORANDUM FOR TRIAL ON REMAND; E-MAIL TO OPPOSING COUNSEL RE: MEMORANDUM; REVIEW AND REPLY TO E-MAIL FROM OPPOSING COUNSEL RE: REVISED MEMORANDUM.	0.80	140.00
6/26/2015	DJD	PREPARE FOR AND REPRESENT CITY AT PRETRIAL CONFERENCE IN PEABODY DISTRICT COURT; DISCUSS POSSIBLE SETTLEMENT OPTIONS WITH OPPOSING COUNSEL.	2.40	420.00
		SUBTOTAL:	3.80	665.00
		TOTAL:	8.60	1,505.00

ACCUMULATED DISBURSEMENTS AT COST; REPRODUCTION OF DOCUMENTS, EXPRESS MAIL, SPECIAL POSTAGE, TOLL CALLS AND ON-LINE RESEARCH.

TOTAL COSTS:	80.06
TOTAL DUE:	\$ 1,585.06



Patriot Properties, Inc.
123 Pleasant Street
Marblehead, MA 01945

781-586-9670
781-586-9667

Invoice No. 12250

Date 6/29/15

Sold To:

William D Cox
145 South Main Street
Suite 2
Haverhill, MA 01835

Due Date 7/29/15
Terms Net 30 Days

Cox, William

Purchase Order No.

Unit/Hrs.	Item	Description	Price Per	Amount
1.00	App Narrative	Appraisal Report - 8 Parking spaces located in the Cram Place parking lot & 5 parking spaces located in Riverfront Promemade parking lot Haverhill, MA	800.00	800.00

Freight Charges

We appreciate your business

Total Due \$800.00



service.polandspring.com
 # 215 6661 DIXIE HWY, SUITE 4
 LOUISVILLE KY 40258

SEPT 2013

BILLING PERIOD 09/01/13 - 09/30/13
 SERVICE NUMBER 0310439170408

ADDRESS SERVICE REQUESTED

UNITS DELIVERED ACCOUNT NUMBER
 THU- OCT 24 0439170408
 FRI- NOV 22
 THU- DEC 26
 TUE- JAN 28

CITY OF HAVERHILL
 RM 118 CITY CLERK
 4 SUMMER ST
 HAVERHILL MA 01830-5824

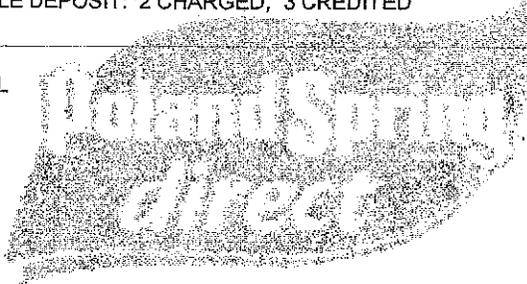
Customer Service: 1-800-950-9396

Pay your bill online at: service.polandspring.com or by phone at: 1-800-950-9396. It's free!

For a limited time only, buy two 1-gallon bottles of Tradeables slow brewed Iced Tea and save 20%. You can also buy one 1-gallon bottle for only \$4.99! Available in Sweet, Green, Diet Green & Lemon Tea Flavors call 1-800-950-9396 to add to your next order. Offer expires 10/31/13

ACCOUNT ACTIVITY For questions or a report on water quality and information, call 1-800-950-9396 or visit service.polandspring.com.

DATE	UNIT NUMBER	DESCRIPTION	AMOUNT
		Delivery address: CITY OF HAVERHILL, 4 SUMMER ST, RM 118 CITY CLERK, HAVERHILL MA 01830	
		PREVIOUS BALANCE	12.95
9/26	4077171355	2 5 GAL PS HANDLE SPILL PROOF BOTTLE DEPOSIT: 2 CHARGED, 3 CREDITED	5.18 .00
9/30	13018675	RENT	FREE
		TOTAL	18.13



ACCOUNT SUMMARY

Subject to terms on reverse side.

PREVIOUS BALANCE	PAYMENT / ADJUSTMENT	CURRENT ACTIVITY	PAY THIS AMOUNT
12.95	- 0.00	+ 5.18	= 18.13

Detach this stub and return with your payment

P.O. Box 856192
 Louisville, KY 40285-6192

ACCOUNT NUMBER	PAY BY	PAY THIS AMOUNT
0439170408	10/22/13	18.13
INVOICE NUMBER	BILLING DATE	AMT. ENCLOSED
0310439170408	10/03/13	

604404391704081 0000518 00018130 5

POLAND SPRING Direct™
 a Division of Nestlé Waters North America Inc.
 P.O. Box 856192
 Louisville, KY 40285-6192

CITY OF HAVERHILL
 RM 118 CITY CLERK
 4 SUMMER ST
 HAVERHILL MA 01830-5824

FOR CUSTOMER SERVICE CALL 1-800-950-9396

SIGN UP FOR FREE AUTOPAY! Sign Up Required On Reverse Side.

Print Any Changes On Reverse Side.



service.polandspring.com

215 6661 DIXIE HWY, SUITE 4
LOUISVILLE KY 40258

JUNE 2013

06/01/13 - 06/30/13

03F0439170408

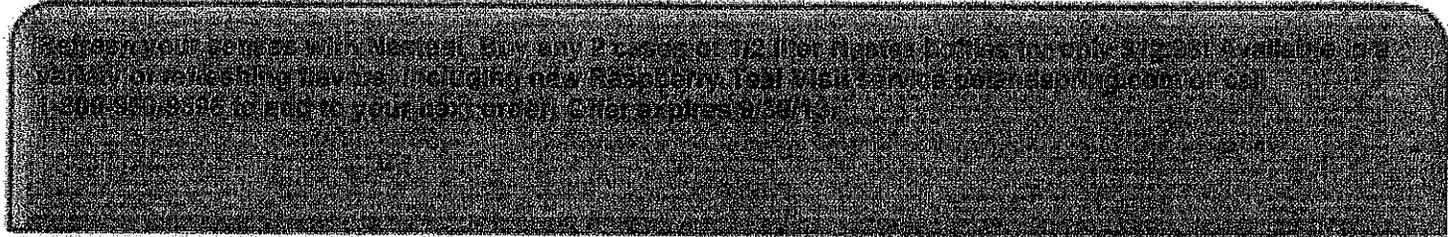
ADDRESS SERVICE REQUESTED

CITY OF HAVERHILL
RM 118 CITY CLERK
4 SUMMER ST
HAVERHILL MA 01830-5824

Customer Service: 1-800-950-9396

Pay your bill online at: service.polandspring.com or by
phone at: 1-800-950-9396. It's free!

INCOMING FILTERS	ACCOUNT NUMBER
MON- JUL 29	0439170408
TUE- AUG 27	
THU- SEP 26	
THU- OCT 24	



ACCOUNT ACTIVITY For questions or a report on water quality and information, call 1-800-950-9396 or visit service.polandspring.com.

Delivery address: CITY OF HAVERHILL, 4 SUMMER ST, RM 118 CITY CLERK, HAVERHILL MA 01830

6/27	4041309537	3	PREVIOUS BALANCE	10.36
			5 GAL PS HANDLE SPILL PROOF BOTTLE DEPOSIT: 3 CHARGED, 3 CREDITED	7.77 .00
6/30	F1809799		RENT	FREE
			TOTAL	18.13



ACCOUNT SUMMARY

Subject to terms on reverse side.

PREVIOUS BALANCE	PAYMENT / ADJUSTMENT	CURRENT ACTIVITY	PAY THIS AMOUNT
10.36	- 0.00	+ 7.77	= 18.13

Detach this stub and return with your payment

P.O. Box 856192
Louisville, KY 40285-6192

ACCOUNT NUMBER 0439170408	PAY BY 07/22/13	PAY THIS AMOUNT 18.13
INVOICE NUMBER 03F0439170408	BILLING DATE 07/03/13	AMT. ENCLOSED

604404391704081 0000777 00018136 5

POLAND SPRING Direct™
a Division of Nestlé Waters North America Inc.
P.O. Box 856192
Louisville, KY 40285-6192

CITY OF HAVERHILL
RM 118 CITY CLERK
4 SUMMER ST
HAVERHILL MA 01830-5824

FOR CUSTOMER SERVICE CALL 1-800-950-9396

SIGN UP FOR FREE AUTOPAY! Sign Up Required On Reverse Side.

Print Any Changes On Reverse Side.

REMIT PAYMENT TO:

INVOICE

ACH INFORMATION:
 THE NORTHERN TRUST
 60 SOUTH LASALLE STREET
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
 ROUTING NO.: 071000152
 ACCOUNT NAME: CDW GOVERNMENT
 ACCOUNT NO.: 91087



CDW Government
 75 Remittance Drive, Suite 1515
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
LV05677	05/13/14	8010797
SUBTOTAL	SHIPPING	SALES TAX
\$1,138.62	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
06/12/14		\$1,138.62

CITY OF HAVERHILL-SCHOOLS
 SUPERINTENDENT'S OFFICE
 4 SUMMER ST STE 4
 HAVERHILL MA 01830-5843

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
05/13/14	LV05677	Net 30 Days			06/12/14	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
05/13/14	UPS Ground (2- 3 Day)	30 DAY DEMO			8010797	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2886992	AVR F15 PORTABLE SEMI-FLEXARM CAM Manufacturer Part Number: VISIONF15 Serial No: 5305305900210	1	1	0	349.12	349.12
3139236	EPSON POWERLITE X17 XGA 2700 LUM Manufacturer Part Number: V11H569020 Serial No: U3FK4201104	1	1	0	429.00	429.00
2877028	NEC VE281X XGA DLP 2800 LUM 3000:1 Manufacturer Part Number: NP-VE281X Serial No: 01150831 4101284ED	1	1	0	360.50	360.50

1010000.4.2430.6510.73.316.00.20

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
EVAN MONROE 203-851-7190 evanmon@cdw.com	CITY OF HAVERHILL - SCHOOLS DOUG RUSSELL 137 MONUMENT ST HAVERHILL MA 01832-2526	\$1,138.62	
SALES ORDER NUMBER		SHIPPING	\$0.00
FHFW855		SALES TAX	\$0.00
		AMOUNT DUE	\$1,138.62

Cage Code Number 1KH72
 DUNS Number 02-615-7236

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
 PLEASE EMAIL US AT credit@cdw.com

VISIT US ON THE INTERNET AT www.cdw.com



ISO 9001 and ISO 14001 Certified
 CDW GOVERNMENT FEIN 36-4230110



ORIGINAL COPY

Key 15606302

Tax Identification
36-4230110

CDWG.com | 800.808.4239

INVOICE NO.	ACCOUNT NO.	INVOICE DATE
LT45176	8010797	5-12-14

SOLD TO
CITY OF HAVERHILL - SCHOOLS
4 SUMMER ST
SUPERINTENDENT'S OFFICE
HAVERHILL, MA 01830-5841
9783743400

SHIP TO
HAVERHILL HIGH SCHOOL
137 MONUMENT ST
DOUG RUSSELL
HAVERHILL, MA 01832-2597
YOUR PO.# 30-DAY DEMO

ACCOUNT MANAGER	DATE ORDERED	DATE SHIPPED	WEIGHT	SHIPPED VIA	TERMS	
EVAN MONROE	5-12-14	5-12-14		UPS Ground (2-3)	NET 30 Days-Govt/	
ORD	SHIP	E/O	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	0	3306140 (01)	LVO STF EDU TP E440 500GB CONTRACT: MHEC COMPUTERS, PERIPHERALS CONTRACT #: MC11-F05 MFG#: 20C5S01L00 SERIAL#: 1S20C5S01L00PF01CYER	529.00	529.00
					Subtotal:	
					Freight:	529.00
					Sales Tax:	.00
						.00
					INVOICE TOTAL	529.00
						US Currency

PLEASE REMIT TO:
CDW GOVERNMENT
75 REMITTANCE DR., SUITE 1515, CHICAGO IL 60675-1515

EXPLANATION OF OUR RETURN AND FREIGHT POLICIES ARE ON BACK OF THIS INVOICE. IF YOU HAVE ANY QUESTIONS ABOUT THE ORDER OR INVOICE, PLEASE WRITE OR CALL.

EVERYTHING WE DO REVOLVES AROUND MEETING YOUR NEEDS.

Our team of technology experts and dedicated account managers can tailor a piece of equipment, individual software or an entire network that delivers the most effective and sustainable results.



WE'VE GOT THE PEOPLE.
WE'VE GOT THE PARTNERS.
WE'VE GOT THE PLAN.

- ✓ That's what you expect from a trusted partner
- ✓ And that's what you get from CDW-G

WE'RE PEOPLE WHO GET IT. CDWG.com | 800.808.4239



ACCESSIBLE FROM ANYWHERE

Our mobile-friendly website and iPhone app makes CDWG.com accessible from anywhere.

GET IT AT **M.CDWG.COM**



YOUR BUSINESS IS APPRECIATED.

Supplyworks™

Formerly **AmSan**

PO BOX 2317
Jacksonville FL 32203-2317

PO 1504996

INVOICE

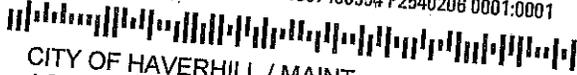
Page 1 of 1

INVOICE DATE	04/15/2015
INVOICE NUMBER	334790540
ACCOUNT NUMBER	456912
ORDER NO.	5623999

FOR INQUIRIES CALL: (866) 412-6726
FAX: (877) 712-6726
customer@supplyworks.com
www.supplyworks.com

SOLD TO:

36 1 MB 0.435 E0021X I0028 D1307408554 P2540206 0001:0001



CITY OF HAVERHILL / MAINT
4 SUMMER ST STE 4
HAVERHILL MA 01830-5843

SHIPPED TO:

CITY OF HAVERHILL MAINTENANCE
4 SUMMER STREET
HAVERHILL MA 01830

ORDER NO.	CONTROL NO.	CUSTOMER P.O.	SHIPPED VIA	TERMS	CASH DISCOUNT AMT						
5623999		Orlando 4-14-15	AUB15	NET 30 DAYS	0.00						
LN	ITEM NO.	CAT	DESCRIPTION	ORDER	SHIP	B/O	UOM	LIST PRICE	PRICE	EXT. AMT.	TAX CODE
1	KCC07006	1	SCOTT JRT JR. BATHRM TIS 3.78X1150'	10	10	0	CS		40.70	407.00	
<p>Dear Customer, Effective March 16th, 2015, AmSan changed its name to SupplyWorks. Please update your records to reflect the change. If you require a new W9 please contact customer care at 866-412-6726. Delivery information for this invoice may be found at: http://www.supplyworks.com</p>											
NET MERCHANDISE TOTAL			TAX TOTAL			SPECIAL CHARGES			INVOICE TOTAL		
407.00			0.00			0.00			407.00		

TERMS AND CONDITIONS FROM CURRENT CATALOG & ONLINE APPLY. CLAIMS FOR SHORTAGES OR DAMAGED GOODS MUST BE MADE IMMEDIATELY UPON RECEIPT OF SHIPMENT IN ACCORDANCE WITH CURRENT RETURN GOODS POLICY. NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION.

RETAIN THIS PORTION OF THE INVOICE FOR YOUR RECORDS
RETURN THIS PORTION WITH YOUR REMITTANCE

Supplyworks™

Formerly **AmSan**

ACCOUNT NUMBER	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT DUE
456912	334790540	04/15/2015	407.00
			NET DUE DATE 05/15/15
			NET AMOUNT PAID

SOLD TO:
CITY OF HAVERHILL / MAINT
4 SUMMER ST STE 4
HAVERHILL MA 01830-5843

REMIT TO:
SUPPLYWORKS
PO Box 415133
Boston MA 02241-5133

SupplyWorks

Formerly **AmSan**

PO BOX 2317
Jacksonville FL 32203-2317

INVOICE

Page 1 of 1

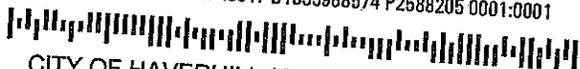
INVOICE DATE	05/11/2015
INVOICE NUMBER	336814702
ACCOUNT NUMBER	456912
ORDER NO.	5931195

FOR INQUIRIES CALL: (866) 412-6726
FAX: (877) 712-6726

customercare@supplyworks.com
www.supplyworks.com

SOLD TO:

62 1 AB 0.406 E0011X 10017 D1333988574 P2588205 0001:0001



CITY OF HAVERHILL / MAINT
4 SUMMER ST STE 4
HAVERHILL MA 01830-5843

SHIPPED TO:

CITY OF HAVERHILL MAINTENANCE
4 SUMMER STREET
HAVERHILL MA 01830

ORDER NO.	CONTROL NO.	CUSTOMER P.O.	SHIPPED VIA				TERMS		CASH DISCOUNT AMT			
5931195		Orlando 5-8-15	AUB15				NET 30 DAYS		0.00			
LN	ITEM NO.	CAT	DESCRIPTION	ORDER	SHIP	B/O	UOM	LIST PRICE	PRICE	EXT. AMT.	TAX	CODE
1	KCC01005	8	SCOTT HARD ROLL TOWEL 1PLY - 8IN X	12	12	0	CS					
2	REN02495	8	RENOWN 1250ML FOAM PINK LOTION SOAP	10	10	0	CS		37.73	452.76		
3	REN64530-CA	8	RENOWN CAN LINER 40X46 45GL BLK - B	12	12	0	CS		40.47	404.70		
Dear Customer,										372.48		*
Effective March 16th, 2015, AmSan changed its name to SupplyWorks. Please update your records to reflect the change. If you require a new W9 please contact customer care at 866-412-6726. Delivery information for this invoice may be found at: http://www.supplyworks.com												
NET MERCHANDISE TOTAL				TAX TOTAL				SPECIAL CHARGES		INVOICE TOTAL		
1229.94				0.00				0.00		1229.94		

TERMS AND CONDITIONS FROM CURRENT CATALOG & ONLINE APPLY. CLAIMS FOR SHORTAGES OR DAMAGED GOODS MUST BE MADE IMMEDIATELY UPON RECEIPT OF SHIPMENT IN ACCORDANCE WITH CURRENT RETURN GOODS POLICY. NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION.

RETAIN THIS PORTION OF THE INVOICE FOR YOUR RECORDS

RETURN THIS PORTION WITH YOUR REMITTANCE

SupplyWorks

Formerly **AmSan**

ACCOUNT NUMBER	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT DUE
456912	336814702	05/11/2015	1229.94
			NET DUE DATE 06/10/15
			NET AMOUNT PAID

SOLD TO:
CITY OF HAVERHILL / MAINT
4 SUMMER ST STE 4
HAVERHILL MA 01830-5843

REMIT TO:
SUPPLYWORKS
PO Box 415133
Boston MA 02241-5133

Service Slip/Invoice

MAGUIRE PEST CONTROL
 92 LEONARD AVENUE
 HAVERHILL, MA 01835
 978-374-7061

INVOICE: 141378
DATE: 06/15/15
ORDER: 157742

Bill To: [10000750]
 CITY OF HAVERHILL
 PURCHASING DEPT.
 4 SUMMER ST.
 HAVERHILL, MA 01830

Work Location: [10000750] --
 CITY OF HAVERHILL
 CITY HALL - RM. 305
 4 SUMMER ST.
 HAVERHILL, MA 01830-

Work Date	Time	Target Pest	Technician	Time In
06/15/15			21	
Purchase Order	Terms	Last Service	Map Code	Time Out
		06/15/15		

Service	Description	Price
005	CONTRACT SERVICE	\$44.00
SUBTOTAL		\$44.00
TAX		\$0.00
TOTAL		\$44.00
AMT. PAID		\$0.00
BALANCE		\$44.00

* Charges outstanding over 30 days from the date of service are subject to a 1 1/2% FINANCE CHARGE PER MONTH or annual percentage rate of 18%. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

X _____

MAGUIRE PEST CONTROL, LLC

MAGUIRE PEST CONTROL, LLC

Service Slip/Invoice

MAGUIRE PEST CONTROL
 92 LEONARD AVENUE
 HAVERHILL, MA 01835
 978-374-7061

INVOICE: 140460
DATE: 05/14/15
ORDER: 156607

Bill To: [10000750]
 CITY OF HAVERHILL
 PURCHASING DEPT.
 4 SUMMER ST.
 HAVERHILL, MA 01830

Work Location: [10000750] --
 CITY OF HAVERHILL
 CITY HALL - RM: 305
 4 SUMMER ST.
 HAVERHILL, MA 01830-

Work Date	Time	Target Pest	Technician	Time In
05/14/15			21	
Purchase Order	Terms	Last Service	Map Code	Time Out
		05/14/15		

Service	Description	Price
005	CONTRACT SERVICE	\$44.00
SUBTOTAL		\$44.00
TAX		\$0.00
TOTAL		\$44.00
AMT. PAID		\$0.00
BALANCE		\$44.00

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I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

X _____

Service Slip/Invoice

MAGUIRE PEST CONTROL
 92 LEONARD AVENUE
 HAVERHILL, MA 01835
 978-374-7061

INVOICE: 139467
DATE: 04/03/15
ORDER: 155800

Bill To: [10000750]
 CITY OF HAVERHILL
 PURCHASING DEPT.
 4 SUMMER ST.
 HAVERHILL, MA 01830

Work Location [10000750] --
 CITY OF HAVERHILL
 CITY HALL - RM. 305
 4 SUMMER ST.
 HAVERHILL, MA 01830-

Work Date	Time	Target Pest	Technician	Purchase Order	Terms	Last Service	Map Code	Time In	Time Out
04/03/15			21			04/03/15			

Service	Description	Price
---------	-------------	-------

005	CONTRACT SERVICE	\$44.00
		SUBTOTAL
		\$44.00
		TAX
		\$0.00
		TOTAL
		\$44.00
		AMT. PAID
		\$0.00
		BALANCE
		\$44.00

* Charges outstanding over 30 days from the date of service are subject to a 1 1/2% FINANCE CHARGE PER MONTH or annual percentage rate of 18%. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

X _____

Service Slip/Invoice

MAGUIRE PEST CONTROL
 92 LEONARD AVENUE
 HAVERHILL, MA 01835
 978-374-7061

INVOICE: 139245
DATE: 03/11/15
ORDER: 155413

Bill To: [10000750]
 CITY OF HAVERHILL
 PURCHASING DEPT.
 4 SUMMER ST.
 HAVERHILL, MA 01830

Work Location: [10000750] --
 CITY OF HAVERHILL
 CITY HALL - RM. 305
 4 SUMMER ST.
 HAVERHILL, MA 01830-

Work Date	Time	Target Pest	Technician	Time In
03/11/15			21	
Purchase Order	Terms	Last Service	Map Code	Time Out
		03/11/15		

Service	Description	Price
---------	-------------	-------

005	CONTRACT SERVICE	\$44.00
		SUBTOTAL \$44.00
		TAX \$0.00
		TOTAL \$44.00
		AMT. PAID \$0.00
		BALANCE \$44.00

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I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

X _____
 CUSTOMER SIGNATURE

Service Slip/Invoice

MAGUIRE PEST CONTROL
 92 LEONARD AVENUE
 HAVERHILL, MA 01835
 978-374-7061

INVOICE: 139005
DATE: 02/17/15
ORDER: 155161

Bill To: [10000750]
 CITY OF HAVERHILL
 PURCHASING DEPT.
 4 SUMMER ST.
 HAVERHILL, MA 01830

Work Location: [10000750] --
 CITY OF HAVERHILL
 CITY HALL - RM. 305
 4 SUMMER ST.
 HAVERHILL, MA 01830-

Work Date	Time	Target Pest	Technician	Time In
02/17/15			21	
Purchase Order	Terms	Last Service	Map Code	Time Out
		02/17/15		

Service	Description	Price
005	CONTRACT SERVICE	\$44.00
SUBTOTAL		\$44.00
TAX		\$0.00
TOTAL		\$44.00
AMT. PAID		\$0.00
BALANCE		\$44.00

* Charges outstanding over 30 days from the date of service are subject to a 1 1/2% FINANCE CHARGE PER MONTH or annual percentage rate of 18%. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

X _____
CUSTOMER SIGNATURE

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

August 21, 2015

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

RE: FY15 Bills

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

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

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah



Document
CITY OF HAVERHILL

15.2

In Municipal Council

Ordered:

That the sum of \$9,100 be appropriated and transferred from General Fund Capital Projects to the following capital project accounts:

Water St. Heating System	\$9,100
--------------------------	---------

Saunders Enterprises 2012
 18 Moreland Street
 Haverhill, MA 01830

Estimate

Name/Address
City of Haverhill 40 Bailey Blvd. Haverhill, MA 01830

Date	Estimate No.	Project
08/14/15	84	

Item	Description	Quantity	Cost	Total
Plumbing Labor	<p>Job location: Water St.</p> <p>Job Description: Install two modline heaters. (One in hose tower 120K and one in boiler room 60K) Hang heaters in rooms and vent to exterior of building. Run gas line from basement meter location to both heaters, test line, and start-up heaters. Obtain gas permit and inspection. Price includes labor, materials, one 120K Btu heater, and one 60K Btu Modline heater.</p> <p>Electrical supplied by others.</p>	1	8,750.00	8,750.00
Oil Tank Removal	Remove and dispose of oil tank and piping connected to tank.	1	350.00	350.00
			Total	\$9,100.00

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

August 21, 2015

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

RE: Transfer – Water St. Heating System

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

Attached is an Order for the appropriation and transfer of \$9,100.00 to be transferred from the General Fund Capital Projects to the Water Street Heating System account. This transfer will be used to install two Modine heaters and the removal of the oil tank.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah



DOCUMENT

15.3

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor be and is hereby authorized to execute a certain First Amendment to Easement Deed, attached hereto, relative to real property located in the Washington-Wingate Parking Lot, Haverhill, Essex County, Massachusetts being further identified as Map 301, Block 52, Lot 1 of the Board of Assessors, for the purpose of locating a transformer necessary for the rehabilitation of real property located at 37 Washington Street. A copy of the original Grant of Easement is also attached hereto for reference.

Property Address: 57-65 Washington Street and 37 Washington Street, Haverhill, MA (ESSEX SOUTH)

FIRST AMENDMENT TO EASEMENT DEED

The undersigned, CITY OF HAVERHILL, a Massachusetts municipality having an address of 4 Summer Street, Haverhill, Massachusetts 01835 ("Grantor") and Massachusetts Electric Company, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the "Grantee"), parties to or successors in interest to an Easement Deed dated April 15, 2015, recorded with the Essex South District Registry of Deed in Book 34230, Page 79 (the "Easement Deed"), hereby agree to amend the Easement Deed as follows:

1. Substitute for Exhibit A to the Easement Deed, the sketch attached hereto as Exhibit A entitled; "NATIONALGRID WR #18174530; DATE: 8//12/2015,". All references in the Easement Deed to Exhibit A shall, from and after the date hereof, mean Exhibit A attached to this First Amendment to Easement Deed.
2. The undersigned Grantor hereby grant to the undersigned Grantee the same rights and easements within a portion of Grantor land (the "Easement Area") shown on the attached Exhibit A, as were granted under the Easement Deed and to also now include City of Haverhill Parcel ID 301-52-1, in Book 13864, Page 31.
3. Except as amended hereby, the Easement Deed remains in full force and effect according to its terms.

Executed as a sealed instrument this _____ day of _____, 2015.

CITY OF HAVERHILL

By: _____
Name: _____
Title: _____

WR 18174530

Address of Grantee:
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
David J. Aho
National Grid
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 HAVE MA GEN

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, _____, before me,

Name of Notary Public the undersigned Notary Public,

personally appeared _____,
Name of Signer

proved to me through satisfactory evidence of identity, which was/were

Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding First Amendment, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose as
of _____.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

WR 18174530

Address of Grantee:
Mass El. 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
David J. Aho
National Grid
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 HAVE MA GEN

Executed as a sealed instrument this _____ day of _____, 2015.

MASSACHUSETTS ELECTRIC COMPANY

By: _____
Name: Patrick B. Burns
Title: Duly Authorized Representative

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, _____, before me,
Day Month Year

Name of Notary Public the undersigned Notary Public,

personally appeared _____,
Name of Signer

proved to me through satisfactory evidence of identity, which was/were

Description of Evidence of Identity

to be the person whose name is signed on the preceding **First Amendment**, and
acknowledged to me that she signed it voluntarily for its stated purpose as a person duly
authorized by Massachusetts Electric Company.

Signature of Notary Public

Printed Name of Notary

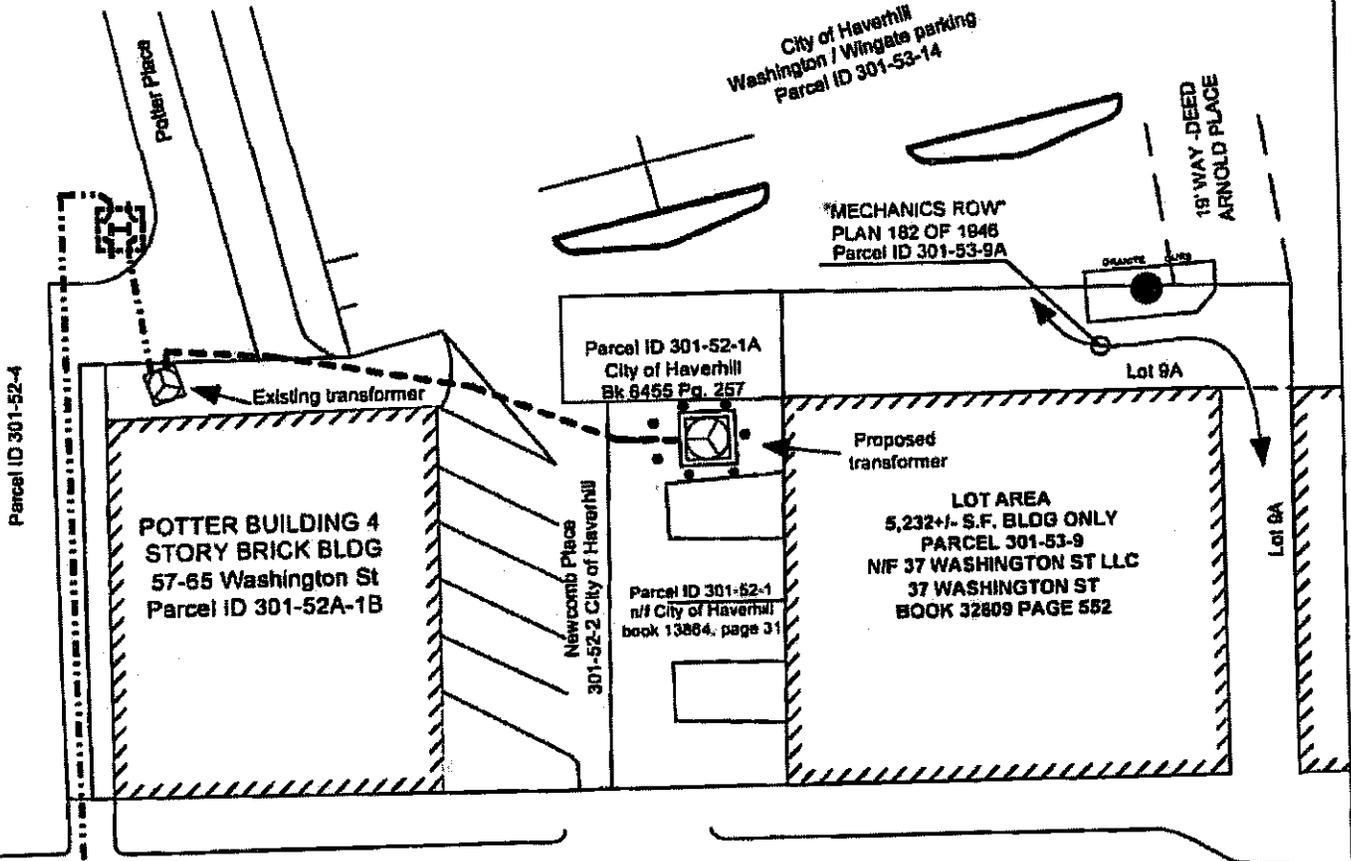
My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

WR 18672375

The provisions of Massachusetts
General Laws, Chapter 183,
Section 6B, are not applicable

"EXHIBIT A"



WASHINGTON STREET - PUBLIC WAY

ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT

LEGEND

..... Existing conduit



Transformer location

----- Proposed conduit



Switchgear location

nationalgrid

WR # 18174530

Date: 3/13/2015 Drawn By: S. Steeves

Approved By: R. Nelcoski

Sketch to Accompany Easement for:

Proposal to install 90' of 2-4" conduit from existing transformer on 57-65 Washington St to new transformer location on city property in order to provide electric service to 37 Washington St, Haverhill, MA

EXHIBIT 'A' NOT TO SCALE

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



Property Address: 57-65 Washington Street and 37 Washington Street, Haverhill MA (ESSEX SOUTH)

GRANT OF EASEMENT

CITY OF HAVERHILL, a Massachusetts municipality having an address of 4 Summer Street, Haverhill, Massachusetts 01835 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) Dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Haverhill, Essex County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and the furnishing of electric service to the herein described premises and to service others, and without limiting the generality of the foregoing, but specifically including the following equipment; namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon a parcel of land situated on the northerly side of Washington Street and the southerly side of Potter Place, being more particularly shown as City of Haverhill Assessor Parcel 301-52-2, Parcel 301-52-1A, and Parcel 301-53-9A. No new boundaries were created by this document.

WR 18174530

Address of Grantee:
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
David J. Aho
National Grid
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 HAVE MA GEN

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) is approximately shown on a sketch entitled: "NATIONALGRID WR # 18174530; DATE: 3/25/2015," a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "UNDERGROUND SYSTEM" is located as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may in the opinion and judgment of the Grantee interfere with the safe and efficient operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "UNDERGROUND SYSTEM" for the transmission of intelligence and for supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "UNDERGROUND SYSTEM".

It is agreed that said "UNDERGROUND SYSTEM" and all necessary appurtenances thereto, shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

For Grantor's title, see deed dated November 22, 1996, recorded with the Essex South District Registry of Deeds in Book 13864, Page 31, and Order of Taking, recorded in Book 6455, Page 256, and deed dated September 10, 2013, recorded with said Registry of Deeds in Book 32809, Page 552.

Executed as a sealed instrument as of this 15th day of April, 2015.

CITY OF HAVERHILL


By: JAMES J. FIORENTINI
Its: mayor

By:
Its:

Commonwealth of Massachusetts

County of Essex ss.

On this the 16th day of April, 2015, before me,

Linda L. Koutoulas the undersigned Notary Public,
Name of Notary Public

personally appeared James J. Fiorentini,
Name(s) of Signer(s)

proved to me through satisfactory evidence of identity, which was/were

known personally,
Description of Evidence of Identity

to be the persons whose names are signed on the preceding Grant of Easement, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose(.)

as partner(s) for _____
Name of Partnership

_____, a partnership.

as _____ for
Title of Office

_____, a corporation.
Name of Corporation

as attorney in fact for _____

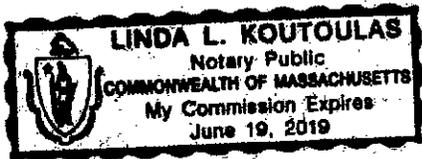
_____, the principal.
Name of Principal Signer

as Mayor for _____
Type of Capacity

The City of Haverhill, a/the _____
Name of Person/Entity Type of Entity

[Signature]
Signature of Notary Public

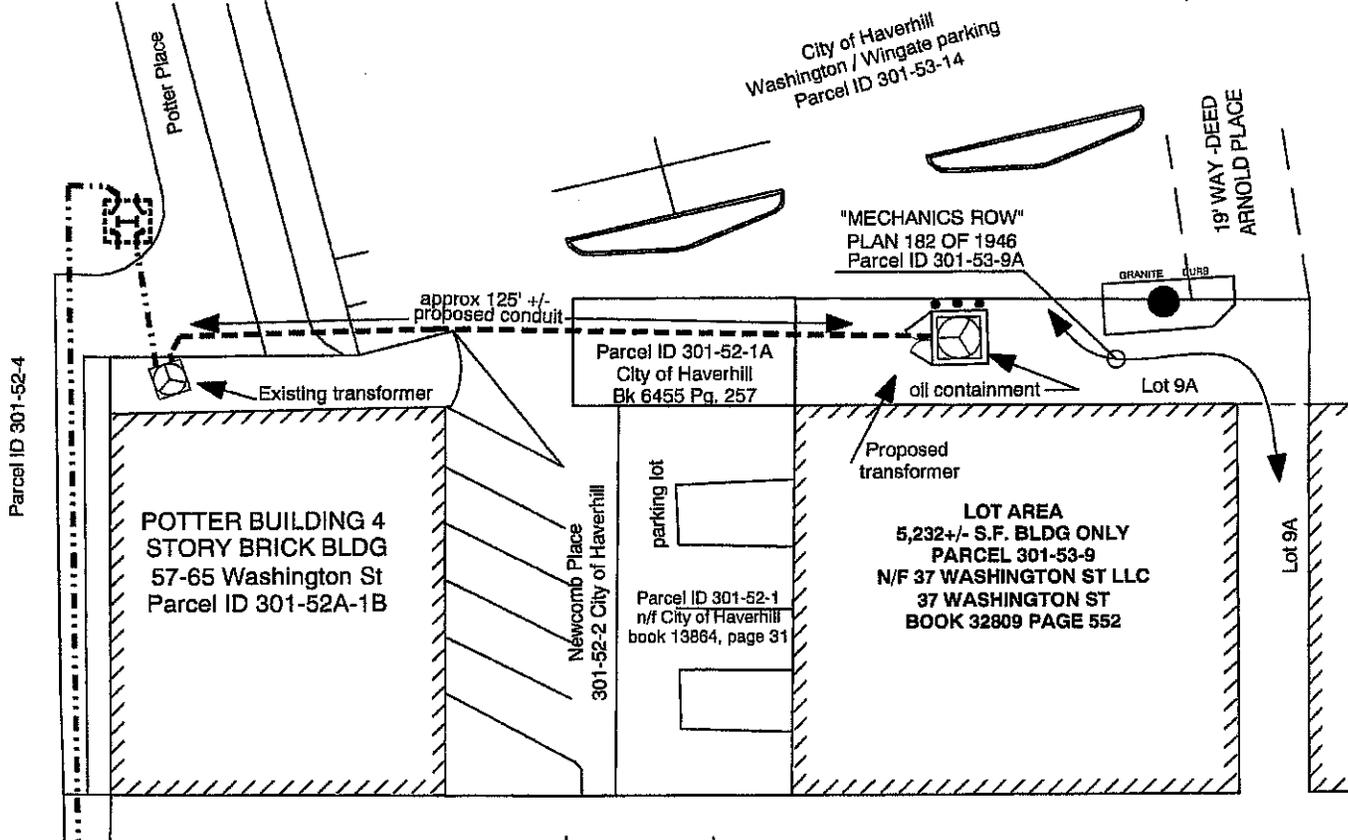
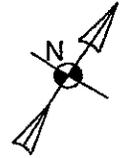
LINDA L. KOUTOULAS
Printed Name of Notary



My Commission Expires 6/19/17

Place Notary Seal and/or Any Stamp Above

"EXHIBIT A"



WASHINGTON STREET - PUBLIC WAY

ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT

LEGEND

..... Existing conduit	 Transformer location
----- Proposed conduit	 Switchgear location

nationalgrid

WR # 18174530

Date: 3/25/2015 **Drawn By:** S. Steeves

Approved By: R. Nelcoski

Sketch to Accompany Easement for:

Proposal to install 125' of 2-4" conduit from existing transformer on 57-65 Washington St to new transformer location on city property in order to provide electric service to 37 Washington St, Haverhill, MA

EXHIBIT 'A' NOT TO SCALE

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.

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

August 21, 2015

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

RE: Transformer Relocation Easement Amendment

Dear President Michitson and Members of the City Council:

Back on January 6, 2015, the Haverhill City Council authorized me to execute an easement with National Grid and 37 Washington Street, LLC for a proposed location of a pad-mounted electrical transformer to power the JM Lofts redevelopment project at 37-47 Washington Street in Downtown (the former Surplus Office Supply Building). As you may recall, this exciting mixed use project will add 19 new market-rate housing units and retail/restaurant space to this highly visible and long underutilized site.

After further development review, and during the marketing of the site for a restaurant and bar, it was determined that the proposed site of the transformer directly behind the building was not ideal for several reasons, as it:

- severely limits the usable footprint of the exterior rear brick plaza for possible outdoor dining;
- requires the loss of an existing streetlight;
- blocks historic windows, problematic for a project receiving hundreds of thousands of dollars worth of State Historic Tax Credits;
- was located too close to a catch basin, increasing environmental risk in case of a transformer leak.

This letter is to request an amendment to the previously approved Easement Deed that would relocate the yet-to-be-built pad-mounted electrical transformer to a different location along the side of the building near the rear in what is today a handicapped parking spot. This new location is approximately 90' west of the first proposed location, near the entryway to the Wingate Street parking lot.

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

The developer, Traggorth Companies, has proposed a parking space re-striping plan, reviewed and approved by the City Engineer and Highway Department that will compensate for the loss of this one space so that there is *no net loss of parking*. Screening and/or protective bollards will also be added to protect the transformer from motorized vehicles and shield it from public view.

As basically all of the land around the building is City-owned, easements are required in order to locate this transformer, which is needed as the building will experience much higher electrical load once fully utilized. This amendment is needed as the new location is on an alleyway and parcel not previously identified in the prior easements National Grid and 37 Washington Street LLC have received.

I urge your approval of this Easement Amendment and any minute corresponding change to the Downtown Parking Map, if necessary. Please consult the attached Order, maps and materials and feel free to contact me if necessary.

It should be noted that National Grid was very cooperative in agreeing to re-filing this amendment and redoing their plans accordingly.

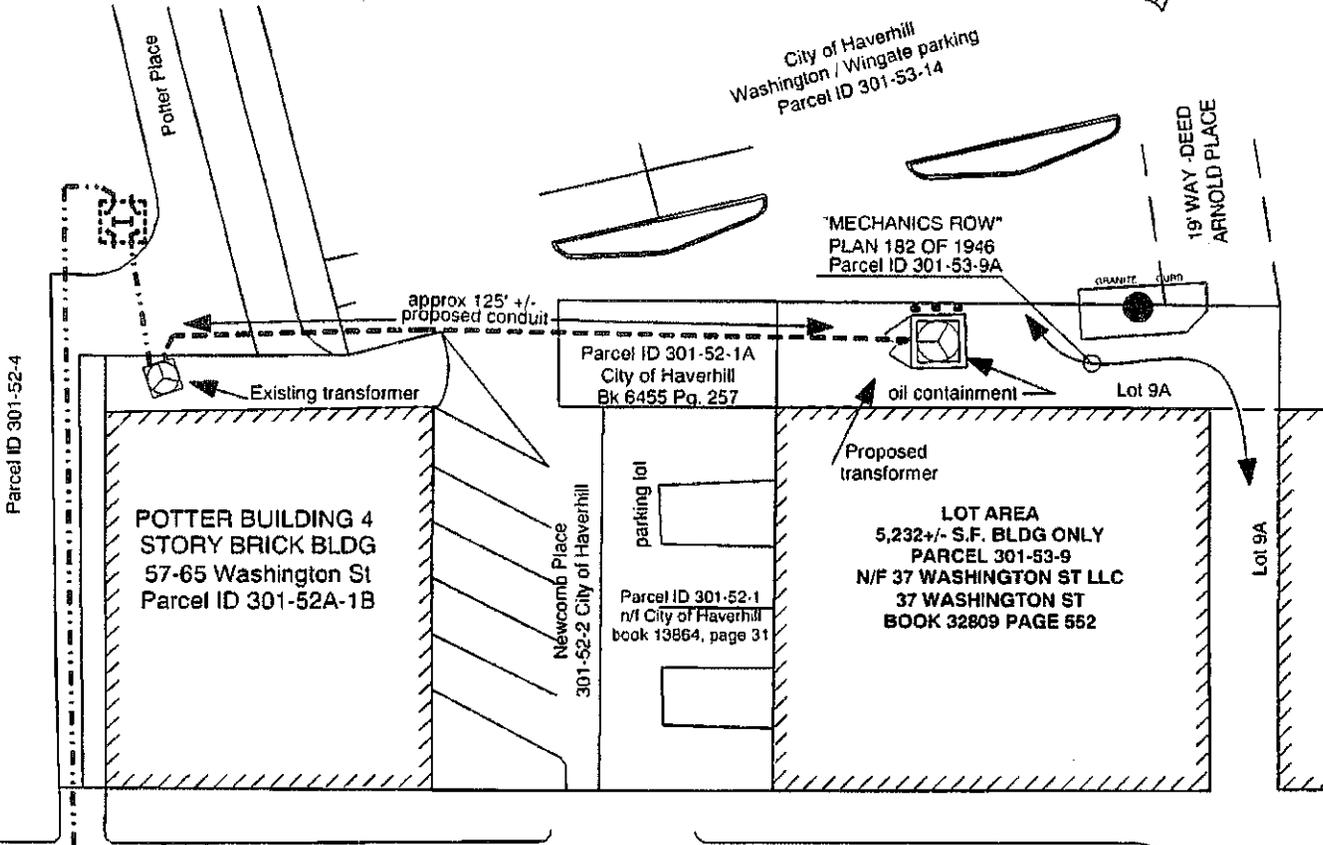
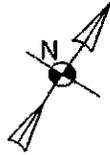
This 20,000+ square foot historic rehabilitation project is already under active construction and will further add to the Renaissance of Downtown Haverhill when completed.

Very truly yours,

James J. Fiorentini
Mayor

From Here ...

"EXHIBIT A" |



WASHINGTON STREET - PUBLIC WAY

ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT

LEGEND

..... Existing conduit	 Transformer location
----- Proposed conduit	 Switchgear location

nationalgrid WR # 18174530

Date: 3/25/2015 **Drawn By:** S. Steeves

Approved By: R. Nelcoski

Sketch to Accompany Easement for:

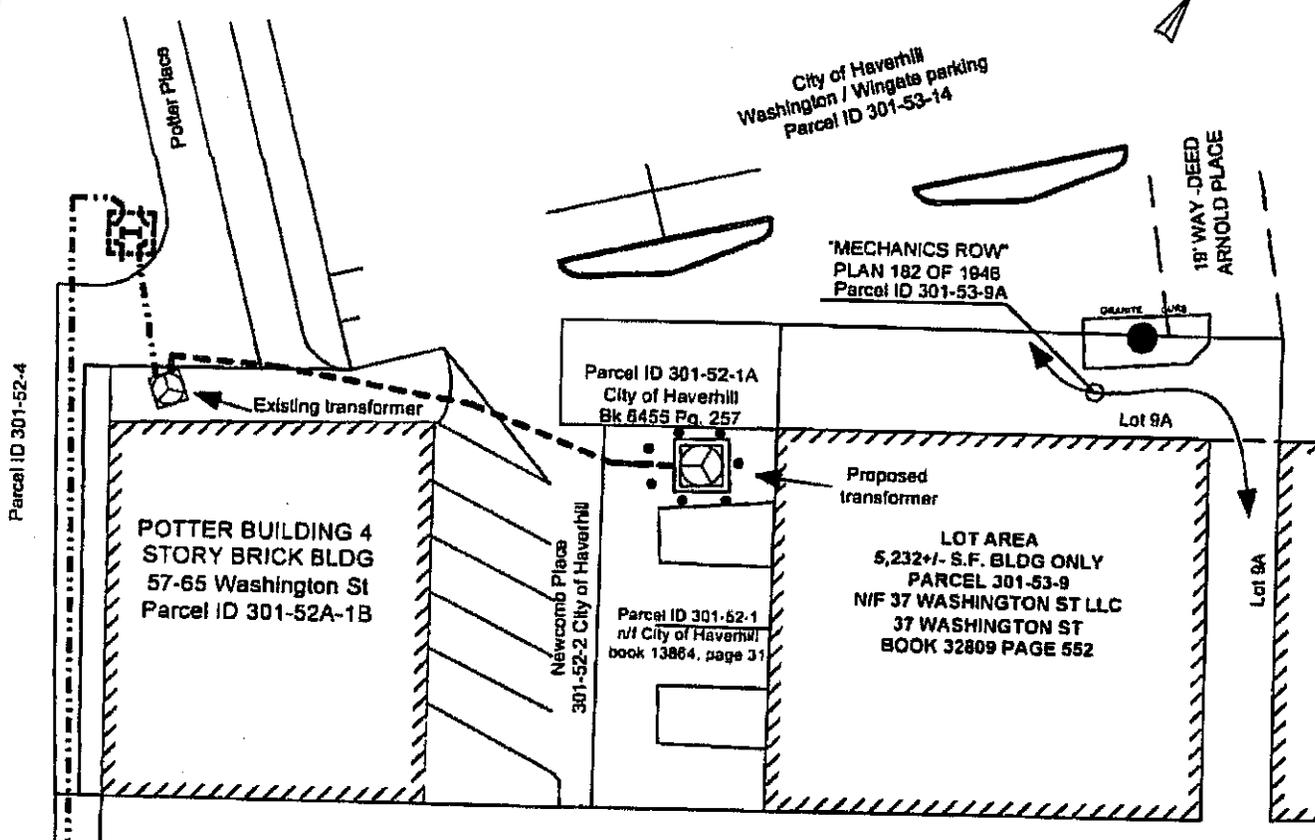
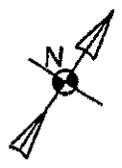
Proposal to install 125' of 2-4" conduit from existing transformer on 57-65 Washington St to new transformer location on city property in order to provide electric service to 37 Washington St, Haverhill, MA

EXHIBIT 'A' NOT TO SCALE

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.

... To Here

"EXHIBIT A" 2



ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT

LEGEND

..... Existing conduit	 Transformer location
----- Proposed conduit	 Switchgear location

nationalgrid WR # 18174530

Date: 3/13/2015 Drawn By: S. Steeves

Approved By: R. Nelcoski

Sketch to Accompany Easement for:

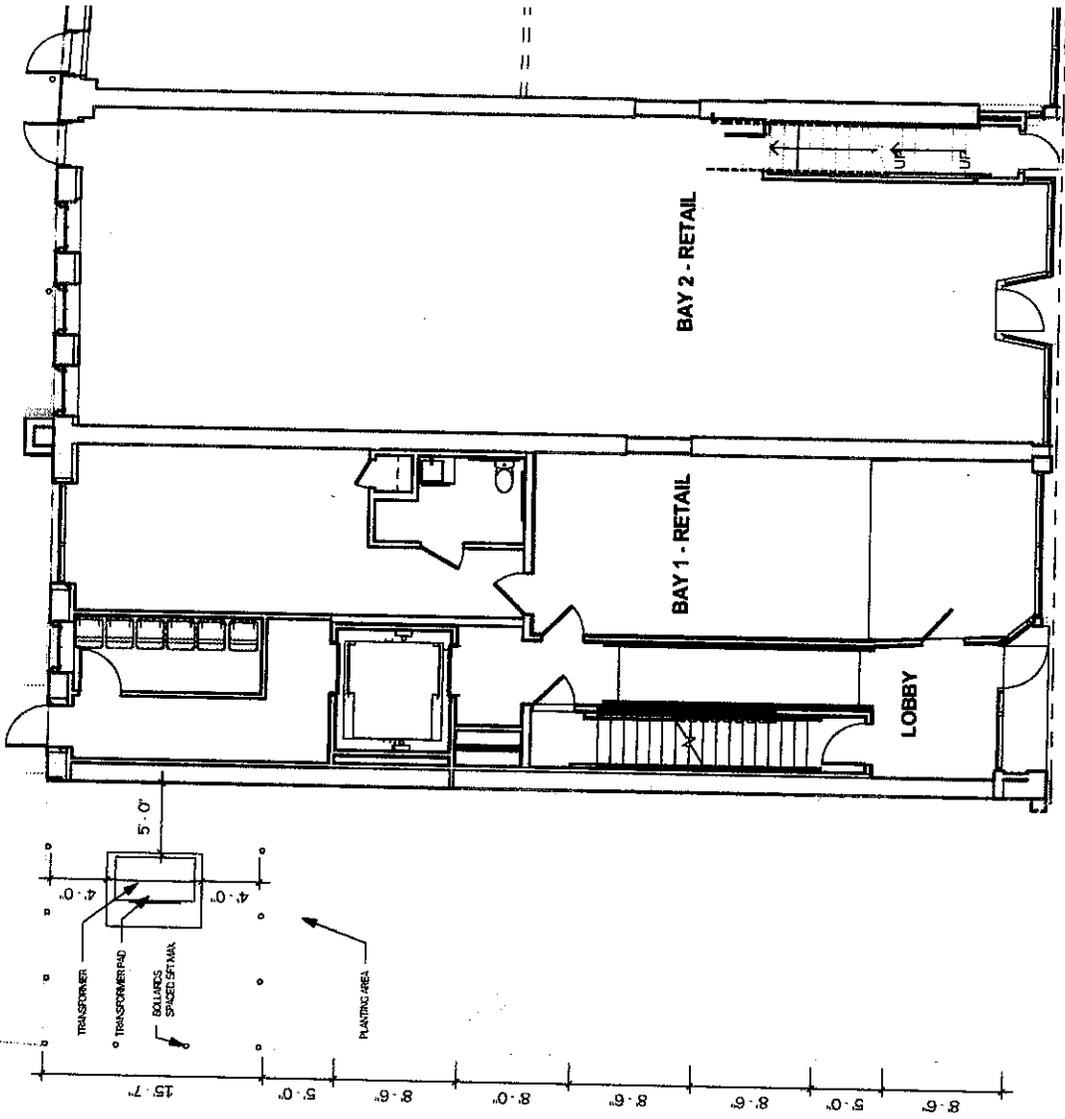
Proposal to install 90' of 2-4" conduit from existing transformer on 57-65 Washington St to new transformer location on city property in order to provide electric service to 37 Washington St, Haverhill, MA

EXHIBIT 'A' NOT TO SCALE

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.

Zoom - in view of parking

LIGHT POLE

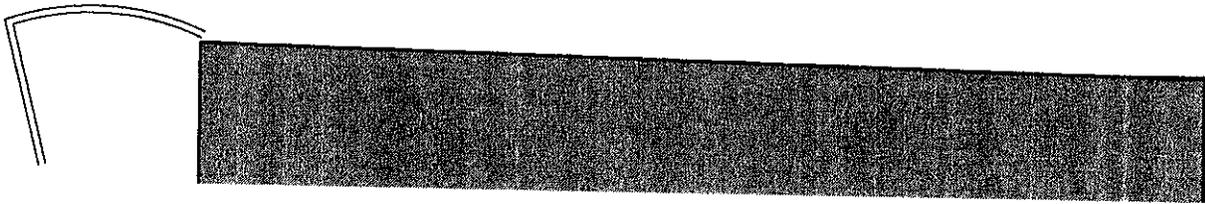
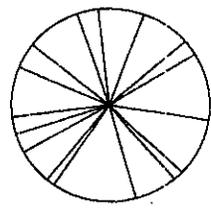


TRANSFORMER

TRANSFORMER PAD

BOLLARDS SPACED 5 FT MAX

PLANTING AREA



Property Address: 57-65 Washington Street and 37 Washington Street, Haverhill, MA (ESSEX SOUTH)

FIRST AMENDMENT TO EASEMENT DEED

The undersigned, CITY OF HAVERHILL, a Massachusetts municipality having an address of 4 Summer Street, Haverhill, Massachusetts 01835 ("Grantor") and Massachusetts Electric Company, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the ("Grantee")), parties to or successors in interest to an Easement Deed dated April 15, 2015, recorded with the Essex South District Registry of Deed in Book 34230, Page 79 (the "Easement Deed"), hereby agree to amend the Easement Deed as follows:

1. Substitute for Exhibit A to the Easement Deed, the sketch attached hereto as Exhibit A entitled; "NATIONALGRID WR #18174530; DATE: 8//12/2015,.". All references in the Easement Deed to Exhibit A shall, from and after the date hereof, mean Exhibit A attached to this First Amendment to Easement Deed.
2. The undersigned Grantor hereby grant to the undersigned Grantee the same rights and easements within a portion of Grantor land (the "Easement Area") shown on the attached Exhibit A, as were granted under the Easement Deed and to also now include City of Haverhill Parcel ID 301-52-1, in Book 13864, Page 31.
3. Except as amended hereby, the Easement Deed remains in full force and effect according to its terms.

Executed as a sealed instrument this _____ day of _____, 2015.

CITY OF HAVERHILL

By: _____
Name:
Title:

WR 18174530

Address of Grantee:
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
David J. Aho
National Grid
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 HAVE MA GEN

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, _____, before me,

Name of Notary Public the undersigned Notary Public,

personally appeared _____,
Name of Signer

proved to me through satisfactory evidence of identity, which was/were

Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding First Amendment, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose as
of _____.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

WR 18174530

Address of Grantee:
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
David J. Aho
National Grid
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 HAVE MA GEN

Executed as a sealed instrument this _____ day of _____, 2015.

MASSACHUSETTS ELECTRIC COMPANY

By: _____
Name: Patrick B. Burns
Title: Duly Authorized Representative

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, _____, before me,
Day Month Year

_____ the undersigned Notary Public,
Name of Notary Public

personally appeared _____,
Name of Signer

proved to me through satisfactory evidence of identity, which was/were

Description of Evidence of Identity

to be the person whose name is signed on the preceding First Amendment, and
acknowledged to me that she signed it voluntarily for its stated purpose as a person duly
authorized by Massachusetts Electric Company.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

WR 18672375

The provisions of Massachusetts
General Laws, Chapter 183,
Section 6B, are not applicable



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

15.4

ORDERED:

That the Mayor being and is hereby authorized on behalf of the City of Haverhill to accept an easement from Brigham Circle Trust to the City relative to the building of the Boardwalk and a relocation of Wall Street,, a copy of which is attached hereto and incorporated herein.

GRANT OF EASEMENTS AND AGREEMENT

This Grant of Easement Agreement (“Agreement”) is dated as of this ____ day of August 2015, from Neil A. Tagerman, Trustee of Brigham Circle Trust under a Declaration of Trust dated April 10, 1973 and recorded at the Essex South District Registry of Deeds (the “Registry”) in Book 6778, Page 596 as amended and restated by instrument dated March 28, 1989 and recorded with the Registry in Book _____, Page _____, having its principal place of business at 75 Oak Street, Newton, Massachusetts 02464 (“Trust”) to City of Haverhill, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 (“City”).

RECITALS

WHEREAS, The Trust is the owner of a certain parcel(s) of land located at 108 Merrimack Street, Haverhill, Massachusetts (the “Trust Property”) as more particularly described in a Deed, dated _____ and recorded at the Registry in Book _____, Page _____; and

WHEREAS, the City of Haverhill and the U.S. Army Corps of Engineers (“Corps of Engineers”) entered into an agreement concerning certain improvements to deal with flooding issues along the Merrimack River dated October 13, 1936. The City Council of the City of Haverhill adopted a resolution on October 13, 1936 to accept funds from the federal government for the improvement of flood conditions in the City of Haverhill by the construction of a flood protection wall along the Merrimack River. See Document No. 694-B attached hereto as Exhibit A. The flood protection wall was to be constructed under the supervision of the Corps of Engineers pursuant to plans prepared by the Corps of Engineers. The City was obligated to obtain the necessary lands, easements and rights-of-way for the performance of such work and to grant the Corps of Engineers the right to exercise the rights of the City under any such easements in order to construct the flood protection wall and any related improvements. The City was to obtain any necessary authorizations for construction and maintenance of the flood protection wall. Upon completion of the flood protection wall, the City was obligated to maintain and operate the flood protection wall as required by the Corps of Engineers without cost to the Corps of Engineers. The flood protection wall was constructed in the early 1940s; and

WHEREAS, under Chapter 405 of the Acts of 1937, the Commonwealth granted to the City of Haverhill the right (i) to build a flood protection wall on the northerly bank of the Merrimack River and southerly of the then-existing harbor line and install drainage structures for the disposal of sewage and stormwater north of the then-existing harbor line; (ii) to fill in the land north of the seawall not otherwise subject to a Chapter 91 fill license; and (iii) to layout and use the land south of the then-existing harbor line and north of the flood protection wall for a public highway; and

WHEREAS, on July 15, 1941, the Planning Board of the City of Haverhill approved a layout plan of the public highway, to be known as Wall Street, by an order recorded in the Registry at Book 3263, Page 525 and as shown on the plan entitled "Proposed Highway Adjacent to Flood Protection Wall Lower County Bridge Westerly, Haverhill, Mass. Prepared by Harry W. Bailey, City Engineer dated May 1940 approved by the City of Haverhill Planning Board January 21, 1941 and recorded in the Registry at Plan Book 73, Page 32 ("Wall Street Layout Plan"). The Wall Street Layout Plan extends the public highway beyond the area authorized for that purpose by Section 4 of Chapter 405 of the Acts of 1937; and

WHEREAS, the City intends to construct a public boardwalk above Wall Street and adjacent to the flood protection wall and a portion of the supporting piles for the boardwalk will be located within Wall Street ; and

WHEREAS, to facilitate the development of the Boardwalk, the City must relocate Wall Street; and

WHEREAS, the Trust has agreed to the relocation of Wall Street over a portion of the Trust Property located within Commonwealth tidelands and over which The Trust has located certain parking areas for the benefit of the Trust Property and to grant to the City a public highway easement over a portion of the Trust Property; and

WHEREAS, the City needs, and the Trust has agreed to grant to the City, a easements over a portion of the Trust Property to maintain public vehicular and pedestrian access to and egress from Merrimack Street to Wall Street for the benefit of the general public and to retain access to the flood protection wall in order to construct, maintain, repair, operate, patrol and replace the flood protection wall, including all appurtenances thereto; and

WHEREAS, the City intends to maintain so much of Merrimack Place and the "Relocated Wall Street" defined below, bounding the Trust Property, as a two (2) way, public way in such manner as streets and ways are used in the City.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Easements for the Benefit of the City of Haverhill*

1.1 Easements: The Trust hereby grants to the City, and all persons claiming by, through or under the City, the following easements through that portion of the Trust Property shown on the Easement Plan, defined below, as “Relocated Wall Street”:

- 1.1.1 Public Highway Easement: For the benefit of the general public, an exclusive and perpetual public highway easement on, over, across and through the “Relocated Wall Street”, for all purpose that a public way may be used including access to and egress from the flood protection wall, the boardwalk, public parking areas and the rear parking areas for 108, 118 and 120 Merrimack Street.
- 1.1.2 Access Easement (Flood Protection Wall): A non-exclusive, perpetual access easement on, over, across and through the “Relocated Wall Street” for vehicular and pedestrian use and, to the extent of any rights of the Trust in the existing Wall Street, for the purpose of accessing the flood protection wall in order to inspect, maintain, construct, repair and replace the flood protection wall all in accordance with the obligations and requirements of the City under that certain agreement by and between the City and the U.S. Army Corps of Engineers dated October 13, 1936 and 33 C.F.R. Part 208. This access right shall include the right to bring onto the access easement area such equipment and materials necessary to perform such inspections, maintenance, construction, repair and replacement work.
- 1.1.3 Boardwalk/Utility Easement: A nonexclusive, perpetual easement on, over, across, under and through, to the extent of The Trust’s right, title and interest, in an area extending landward from the flood protection wall fifteen feet (15’) and shown as the “Boardwalk/Utility Easement Area” on the plan entitled “_____”, dated _____, 2015 and prepared by Christiansen & Sergi, Inc. and attached hereto as Exhibit B (the “Easement Plan”) and incorporated herein, for the installation, maintenance, repair and replacement of the boardwalk and the support/pile system for the proposed boardwalk and the installations, maintenance, repair and replacement of any utilities including, but not limited to, sewer lines, drain lines and catch basins, located therein. This easement includes the right to enter onto the Boardwalk/Utility Easement Area with any and all materials and equipment necessary to install and construct the support/piling system and/or any utilities and to maintain, replace or repair such support/piling system and/or any utilities.
- 1.1.4 The areas subject to the “Public Highway Easement”, the “Access Easement”, and the “Boardwalk/Utility Easement” as referenced above are hereafter, collectively, the “Easement Areas”.
- 1.1.5 Upon completion of any work authorized by this Section 1.1, the City shall remove all vehicles, materials and equipment from the Trust Property and shall

restore any area disturbed by such work to the substantially same condition that existed immediately prior to such work, except for any improvements made thereto pursuant to this Agreement.

1.2 **The Easement Areas:** The Trust shall, at all times, shall not do anything which materially inhibits or interferes with, or prevents the City, the General Public, and all persons claiming by, through or under the City, respectively from utilizing the Easement Areas as provided for in this Agreement. Additionally:

1.2.1 The City shall, in the ordinary course, remove from the Relocated Wall Street snow and ice in its normal and customary manner and at such intervals as such is removed from streets and ways located in the City and the City shall not store or pile any snow or ice on the Trust Property located outside of the Easement Areas without the express permission of the Trust.

1.2.2 The City shall endeavor to prevent loitering and keep the Easement Areas secure and well lit and, further, shall, in the ordinary course, remove from the Easement Areas, trash and debris, in its normal and customary manner and at such intervals as such is removed from City streets and ways and other City owned spaces.

Insurance Requirement

2.1 During the exercise of any construction or maintenance rights granted hereunder, the City shall, at its sole cost and expense, maintain the following insurance:

- (a) Commercial general liability, including personal injury and, if applicable, product liability/completed operations coverage in the minimum amount of One Million Dollars (\$1,000,000.00) personal injury, One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general/product/completed operations aggregate; and
- (b) Automobile liability coverage for owned, hired and non-owned vehicles in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit.

All policies of insurance shall be issued by companies licensed or approved by the Commonwealth's Insurance Commissioner and rated A-VII or better in the most recent edition of Best's Insurance Guide with respect to primary levels of coverage and shall be issued and delivered in accordance with Commonwealth law and regulations. The Trust shall be listed as an additional insured on the commercial general liability insurance required by Section 2.1(a). Prior to exercising such construction or maintenance rights, the City shall deliver to the Trust a certificate evidencing all required policies and endorsements. All insurance policies shall contain an endorsement providing that written notice shall be given to the Trust at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

3. General Provisions

3.1 In the performance of any work authorized by this Agreement, the City shall perform such work in a good and workmanlike manner and at its sole cost and expense, shall pay when due all bills for labor and materials pertaining to any work authorized by this Agreement, and shall prevent any lien based on any of the foregoing from being recorded or perfected or otherwise attaching to the other party's property, and without limitation, upon any such recording, perfecting or attachment, will cause the same to be discharged and released of record within thirty (30) days thereafter.

3.2 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and for the breach of which any party shall have all legal remedies allowed or provided under such laws. Any determination of invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

3.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may not be changed or modified except as agreed in a writing signed by each of the parties.

3.4 Each party hereby agrees that it will execute and deliver any and all assurances required according to applicable law and other instruments, and take any and all action, which any other party hereto deems necessary or desirable to carry out any term or provision of this Agreement or to continue this Agreement in full force and effect for the term hereof.

3.5 Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers, or to render any party hereto liable for the debts or obligations of any other party hereto.

3.6 All notices and other communications to be given in connection with this Agreement shall be in writing and shall be sent by (a) United States Postal Service, registered or certified mail, return receipt requested, postage prepaid with copy simultaneously sent by First Class United States Postal Service Mail, (b) nationally recognized overnight courier service guaranteeing overnight delivery with copy simultaneously sent by First Class United States Postal Service Mail; or (c) electronic or facsimile transmission (if confirmed orally or in writing by mail or overnight courier service as aforesaid within 24 hours of such transmission) addressed to such party at the respective addresses set forth below beside such party's name:

(a) To Trust:

Neil A. Tagerman, Trustee
Brigham Circle Trust
75 Oak Street
Newton, MA 02464

With a copy to:

To City: City of Haverhill
4 Summer Street
Haverhill, MA 01830
Attn: Mayor

With a copy to: City of Haverhill
4 Summer Street
Haverhill, MA 01830
Attn: City Solicitor

Except that any party may by written notice to other parties designate another address that shall thereupon become the effective address of such party for the purposes of this paragraph. Notice shall be deemed given: (a) three (3) business days after mailed by United States Postal Service; (b) on the next business day if sent by nationally recognized overnight courier; and (c) on receipt if sent by electronic or facsimile (and confirmed orally or by mail or overnight courier service as before said).

3.7 This Agreement may be modified or amended only by agreement, in writing, signed by the Trust or Trust's successors and assigns and the City.

3.8 The terms of this Agreement, including but not limited to the rights, privileges, obligations and conditions set forth or referenced herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

3.9 The Trust makes no representations or warranties regarding the Trust's ownership, status of title, encumbrances or permitted uses of the Trust Property for the purposes hereunder and the easements granted hereunder this Agreement are granted on an As Is, Where Is basis.

3.10 All references to the Trust and the City made herein shall include their respective heirs, successors and assigns.

3.11 Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under, or as may be reasonably necessary or helpful to give effect to, this Agreement.

3.12 By signing below, the Trust hereby, for itself and its successors and assigns, waives, releases, and forever discharges, and agrees to indemnify and hold harmless City, its successors and assigns, from all debt, demands, actions, reckonings, bonds, covenants, contracts, agreements, promises, damages, liabilities, and any and all other claims of every

kind, nature and description whatsoever, both in law and equity, from or in consequence to this Agreement and of a taking of the easement described herein should City decide to take such easement by eminent domain, and waives all right to an appraisal of damages for said taking.

3.13 The City shall indemnify, defend, and hold harmless the Trust, from and against any loss, cost, expense (including, without limitation, reasonable attorneys' fees), damage, liability, or claim arising out of, related to or in connection with any failure on the part of the City to comply with any provision or term required to be performed or complied with by the City hereunder or caused by negligence or willful misconduct of the City, except to the extent resulting from the negligence or willful misconduct of the Trust.

For Trust's title see Deed of _____, filed/recorded with the Essex South District Registry of Deeds/Division of the Land Court in Book _____, Page _____/noted as Document No. _____ on Certificate No. _____.

[signatures appear on following page]

Executed under seal as of the date first set forth above.

Neil A. Tagerman as he is Trustee of Brigham Circle
Trust as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared Neil A. Tagerman, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, acting in his/her capacity as Trustee of Brigham Circle Trust as aforesaid.

(official signature and seal of notary)

My commission expires _____

ACCEPTANCE

The City of Haverhill, acting by and through its Mayor pursuant to the authority granted by the vote of the Haverhill City Council dated as of _____, an attested copy of which is attached hereto as Exhibit C and recorded herewith, and any other authority in any way appertaining, hereby accepts the foregoing GRANT OF EASEMENTS AND AGREEMENT from Brigham Circle Trust as aforesaid.

EXECUTED as of this _____ day of August, 2015.

**CITY OF HAVERHILL, a Massachusetts
municipal corporation**

By: _____
James J. Fiorentini , its Mayor

Approved as to legal form and
sufficiency:

City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared James J. Fiorentini and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Haverhill, Massachusetts, a Massachusetts municipal corporation.

(official signature and seal of notary)
My commission expires _____

EXHIBIT A

**Document No. 694-B – City Council of City of Haverhill Resolution concerning
Merrimack River Improvements, Haverhill, Massachusetts, October 13, 1936**

EXHIBIT B

Easement Plan

EXHIBIT C
City Council Vote



DOCUMENT

15.5

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor being and is hereby authorized on behalf of the City of Haverhill to accept an easement from Walcott Corporation to the City relative to the building of the Boardwalk and a relocation of Wall Street,, a copy of which is attached hereto and incorporated herein.

GRANT OF EASEMENTS AND AGREEMENT

This Grant of Easement and Agreement (“Agreement”) is dated as of this ____ day of August 2015, from Walcott Corporation, a Delaware corporation, duly qualified as a foreign corporation in the Commonwealth of Massachusetts and having its principal place of business at 1050 Commonwealth Avenue, Boston, Massachusetts 02215 (“Walcott”) to the City of Haverhill, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 (“City”).

RECITALS

WHEREAS, Walcott is the owner of certain parcels of land located at 122, 130 and 132 Merrimack Street, Haverhill, Massachusetts (the “Walcott Property”) more particularly described in a Deed dated _____, recorded at the Essex South District Registry of Deeds (the “Registry”) in Book _____, Page _____; and

WHEREAS, the City of Haverhill and the U.S. Army Corps of Engineers (“Corps of Engineers”) entered into an agreement concerning certain improvements to deal with flooding issues along the Merrimack River dated October 13, 1936. The City Council of the City of Haverhill adopted a resolution on October 13, 1936 to accept funds from the federal government for the improvement of flood conditions in the City of Haverhill by the construction of a flood protection wall along the Merrimack River. See Document No. 694-B attached hereto as Exhibit A. The flood protection wall was to be constructed under the supervision of the Corps of Engineers pursuant to plans prepared by the Corps of Engineers. The City was obligated to obtain the necessary lands, easements and rights-of-way for the performance of such work and to grant the Corps of Engineers the right to exercise the rights of the City under any such easements in order to construct the flood protection wall and any related improvements. The City was to obtain any necessary authorizations for construction and maintenance of the flood protection wall. Upon completion of the flood protection wall, the City was obligated to maintain and operate the flood protection wall as required by the Corps of Engineers without cost to the Corps of Engineers. The flood protection wall was constructed in the early 1940s; and

WHEREAS, under Chapter 405 of the Acts of 1937, the Commonwealth granted to the City of Haverhill the right (i) to build a flood protection wall on the northerly bank

of the Merrimack River and southerly of the then-existing harbor line and install drainage structures for the disposal of sewage and stormwater north of the then-existing harbor line; (ii) to fill in the land north of the seawall not otherwise subject to a Chapter 91 fill license; and (iii) to layout and use the land south of the then-existing harbor line and north of the flood protection wall for a public highway; and

WHEREAS, on July 15, 1941, the Planning Board of the City of Haverhill approved a layout plan of the public highway, to be known as Wall Street, by an order recorded in the Registry at Book 3263, Page 525 and as shown on the plan entitled "Proposed Highway Adjacent to Flood Protection Wall Lower County Bridge Westerly, Haverhill, Mass. Prepared by Harry W. Bailey, City Engineer dated May 1940 approved by the City of Haverhill Planning Board January 21, 1941 and recorded in the Registry at Plan Book 73, Page 32 ("Wall Street Layout Plan"). The Wall Street Layout Plan extends the public highway beyond the area authorized for that purpose by Section 4 of Chapter 405 of the Acts of 1937; and

WHEREAS, the City intends to construct a public boardwalk above Wall Street and adjacent to the flood protection wall and a portion of the supporting piles for the boardwalk will be located within Wall Street; and

WHEREAS, to facilitate the development of the Boardwalk, the City must relocate Wall Street; and

WHEREAS, Walcott has agreed to the relocation of Wall Street over a portion of the Walcott Property located within Commonwealth tidelands and over which Walcott has located certain loading docks and parking areas for the benefit of the Walcott Property and to grant to the City a public highway easement over a portion of the Walcott Property;

WHEREAS, the City needs, and Walcott has agreed to grant to the City, a easements over a portion of the Walcott Property to maintain public vehicular and pedestrian access to and egress from Merrimack Street to Wall Street for the benefit of the general public and to retain access to the flood protection wall in order to construct, maintain, repair, operate, patrol and replace the flood protection wall, including all appurtenances thereto.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Easements for the Benefit of the City of Haverhill*

1.1 **Public Highway Easement:** Walcott hereby grants to the City, for the benefit of the general public, an exclusive and perpetual public highway easement on,

over, across and through that portion of the Walcott Property shown on the Easement Plan, defined below in Section 1.3, as “Relocated Wall Street”, for all purpose that a public way may be used including access to and egress from the flood protection wall, the boardwalk, public parking areas and the rear parking areas for 108, 118 and 120 Merrimack Street.

1.2 Access Easement (Flood Protection Wall): Walcott hereby grants to the City and all persons claiming by, through or under the City, a non-exclusive, perpetual access easement on, over, across and through the Walcott Property along such driveways, parking lots and pathways designated by Walcott for vehicular and pedestrian use and, to the extent of any rights of Walcott in Wall Street, then on, over, across and through Wall Street for the sole purpose of accessing the flood protection wall in order to inspect, maintain, construct, repair and replace the flood protection wall all in accordance with the obligations and requirements of the City under that certain agreement by and between the City and the U.S. Army Corps of Engineers dated October 13, 1936 and 33 C.F.R. Part 208 (the “Flood Protection Work”). Except in cases of emergency, the City shall provide Walcott with twenty-four (24) hours advance notice of any such Flood Protection Work. The City shall use best efforts to ensure that the performance of any Flood Protection Work shall not unreasonably interfere with the use of the Walcott property by Walcott or Walcott’s tenants, including, but not limited to scheduling and coordinating such work with Walcott. This access right shall include the right to bring onto the access easement area such equipment and materials necessary to perform such inspections, maintenance, construction, repair and replacement work. Upon completion of any work authorized by this provision, the City shall promptly remove all vehicles, materials and equipment from the Walcott Property and shall restore any area disturbed by such work to the substantially same condition that existed immediately prior to such work, except for any improvements made thereto pursuant to this Agreement.

1.3 Boardwalk/Utility Easement: Walcott hereby grants to the City and all persons claiming by, through or under the City, a nonexclusive, perpetual easement on, over, across, under and through, to the extent of Walcott’s right, title and interest, in an area extending landward from the flood protection wall fifteen feet (15’) and shown as the “Boardwalk/Utility Easement Area” on the plan entitled “_____”, dated _____, 2015 and prepared by Christiansen & Sergi, Inc. and attached hereto as Exhibit B (the “Easement Plan”) and incorporated herein, for the installation, maintenance, repair and replacement of the boardwalk and the support/pile system for the proposed boardwalk and the installations, maintenance, repair and replacement of any utilities including, but not limited to, sewer lines, drain lines and catch basins, located therein (the “Boardwalk/Utility Work”). The City shall provide Walcott with twenty-four (24) hours advance notice of any such Boardwalk/Utility Work. The City shall use best efforts to ensure that the performance of any Boardwalk/Utility Work shall not unreasonably interfere with the use of the Walcott property by Walcott or Walcott’s tenants, including, but not limited to scheduling and coordinating such work with Walcott. This easement includes the right to enter onto the Boardwalk/Utility Easement Area with any and all materials and equipment necessary to install and construct the support/piling system and/or any utilities

and to maintain, replace or repair such support/piling system and/or any utilities. Upon completion of such work, the City shall remove all vehicles, materials and equipment from Boardwalk/Utility Easement area and shall, as soon as practicable, restore any area disturbed by such work to the substantially same condition that existed immediately prior to such work, except for any improvements made thereto pursuant to this Agreement. The areas subject to the “Public Highway Easement”, the “Access Easement”, and the “Boardwalk/Utility Easement” as referenced above are hereafter, collectively, the “Easement Areas”.

1.4 **The Easement Areas:** Walcott shall, at all times, keep the Easement Areas in an open condition, free of all obstructions and in such manner as will neither inhibit or unreasonably interfere with the City’s use and enjoyment of the Easement Areas for continued and uninterrupted physical access through, across, over, under, to, and from the Walcott Property and across the Easement Areas by the City and the General Public. Walcott shall have no maintenance or repair obligations, including but not limited to trash removal, security, and removal of snow and ice, from any Easement Area and with respect to any improvements placed or installed as part of any Flood Protection Work or Boardwalk/Utility Work.

Relocation of Loading Dock

2.1. In consideration for Walcott’s granting of the above-referenced easements to the City, the City shall pay to Walcott Seventy-Six Thousand Eight Hundred Dollars (\$76,800) to be used by Walcott for the relocation of the existing rear loading dock from the back to the side of the building located on the Walcott Property in the area shown on the plan entitled: “Merrimack River Boardwalk, Haverhill, MA – Conceptual Plan – Loading Area, Cram Place” dated September 2014 and prepared by AECOM, Inc. (the “Loading Area Plan”) and attached hereto as Exhibit C and incorporated herein. The relocated loading dock is depicted on the Loading Area Plan as the “Loading Area”.

Walcott hereby acknowledges and agrees, as additional consideration for Walcott’s granting of the above referenced easements, that as part of the City’s development of the Boardwalk and the relocation of Wall Street that the City shall revise the direction of traffic circulation on, through, and to Cram Place as indicated by the directional arrows shown on the Loading Area Plan. Walcott also, hereby consents and gives its approval of the Loading Area Plan, particularly with regard to its impact on Walcott and the Walcott Parties to access the Loading Area and operate the relocated loading dock.

3. Insurance Requirement

3.1 During the exercise of any construction or maintenance rights granted hereunder to City shall, at its sole cost and expense, maintain the following insurance:

- (a) Commercial general liability, including personal injury and, if applicable, product liability/completed operations coverage in the minimum amount of One Million Dollars (\$1,000,000.00) personal injury, One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general/product/completed operations aggregate; and
- (b) Automobile liability coverage for owned, hired and non-owned vehicles in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit.

All policies of insurance shall be issued by companies licensed or approved by the Commonwealth's Insurance Commissioner and rated A-VII or better in the most recent edition of Best's Insurance Guide with respect to primary levels of coverage and shall be issued and delivered in accordance with Commonwealth law and regulations. Walcott shall be listed as an additional insured on the commercial general liability insurance required by Section 3.1(a). Prior to exercising such construction or maintenance rights, the City shall deliver to Walcott a certificate evidencing all required policies and endorsements. All insurance policies shall contain an endorsement providing that written notice shall be given to the non-Responsible Party at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

4. General Provisions

4.1 In the performance of any work authorized by this Agreement, the City shall perform such work in a good and workmanlike manner and at its sole cost and expense, shall pay when due all bills for labor and materials pertaining to any work authorized by this Agreement, and shall prevent any lien based on any of the foregoing from being recorded or perfected or otherwise attaching to the other party's property, and without limitation, upon any such recording, perfecting or attachment, will cause the same to be discharged and released of record within thirty (30) days thereafter.

4.2 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and for the breach of which any party shall have all legal remedies allowed or provided under such laws. Any determination of invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

4.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may not be changed or modified except as agreed in a writing signed by each of the parties.

4.4 Each party hereby agrees that it will execute and deliver any and all assurances required according to applicable law and other instruments, and take any and all action, which any other party hereto deems necessary or desirable to carry out any

term or provision of this Agreement or to continue this Agreement in full force and effect for the term hereof.

4.5 Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers, or to render any party hereto liable for the debts or obligations of any other party hereto.

4.6 All notices and other communications to be given in connection with this Agreement shall be in writing and shall be sent by (a) United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, (b) nationally recognized overnight courier service guaranteeing overnight delivery; or (c) electronic or facsimile transmission (if confirmed orally or in writing by mail or overnight courier service as aforesaid within 24 hours of such transmission) addressed to such party at the respective addresses set forth below beside such party's name:

(a) To Walcott:

With a copy to:

To City: City of Haverhill
4 Summer Street
Haverhill, MA 01830
Attn: Mayor

With a copy to: City of Haverhill
4 Summer Street
Haverhill, MA 01830
Attn: City Solicitor

Except that any party may by written notice to other parties designate another address that shall thereupon become the effective address of such party for the purposes of this paragraph. Notice shall be deemed given: (a) three (3) business days after mailed by United States Postal Service; (b) on the next business day if sent by nationally recognized overnight courier; and (c) on receipt if sent by electronic or facsimile (and confirmed orally or by mail or overnight courier service as before said).

4.7 This Agreement may be modified or amended only by agreement, in writing, signed by Walcott or Walcott's successors and assigns and the City.

4.8 The terms of this Agreement, including but not limited to the rights, privileges, obligations and conditions set forth or referenced herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4.9 All references to Walcott and the City made herein shall include their respective heirs, successors and assigns.

4.10 Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under, or as may be reasonably necessary or helpful to give effect to, this Agreement.

4.11 The City shall indemnify, defend, and hold harmless Walcott, from and against any loss, cost, expense (including, without limitation, reasonable attorneys' fees), damage, liability, or claim arising out of, related to or in connection with any failure on the part of the City to comply with any provision or term required to be performed or complied with by the City hereunder or caused by negligence or willful misconduct of the City, except to the extent resulting from the negligence or willful misconduct of Walcott.

4.12 By signing below, Walcott hereby, for itself and its successors and assigns, waives, releases, and forever discharges the City, its successors and assigns, from all debt, demands, actions, reckonings, bonds, covenants, contracts, agreements, promises, damages, liabilities, and any and all other claims of every kind, nature and description whatsoever, both in law and equity, arising out of any taking of the easement described herein should City decide to take such easement by eminent domain, and waives all right to an appraisal of damages for said taking.

For Walcott's title see Deed of _____, filed/recorded with the Essex South District Registry of Deeds/Division of the Land Court in Book _____, Page _____/noted as Document No. _____ on Certificate No. _____.

[signatures appear on following page]

Executed under seal as of the date first set forth above.

**WALCOTT CORPORATION, a Delaware
corporation**

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, acting in his/her _____ capacity as _____ of _____.

(official signature and seal of notary)

My commission expires _____

ACCEPTANCE

The City of Haverhill, acting by and through its Mayor pursuant to the authority granted by the vote of the Haverhill City Council dated as of _____, an attested copy of which is attached hereto as Exhibit D and recorded herewith, and any other authority in any way appertaining, hereby accepts the foregoing GRANT OF EASEMENTS AND AGREEMENT from Walcott Corporation as aforesaid.

EXECUTED as of this ____ day of August, 2015.

**CITY OF HAVERHILL, a Massachusetts
municipal corporation**

By: _____
James J. Fiorentini , its Mayor

Approved as to legal form and
sufficiency:

City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared James J. Fiorentini and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Haverhill, Massachusetts, a Massachusetts municipal corporation.

(official signature and seal of notary)

My commission expires _____

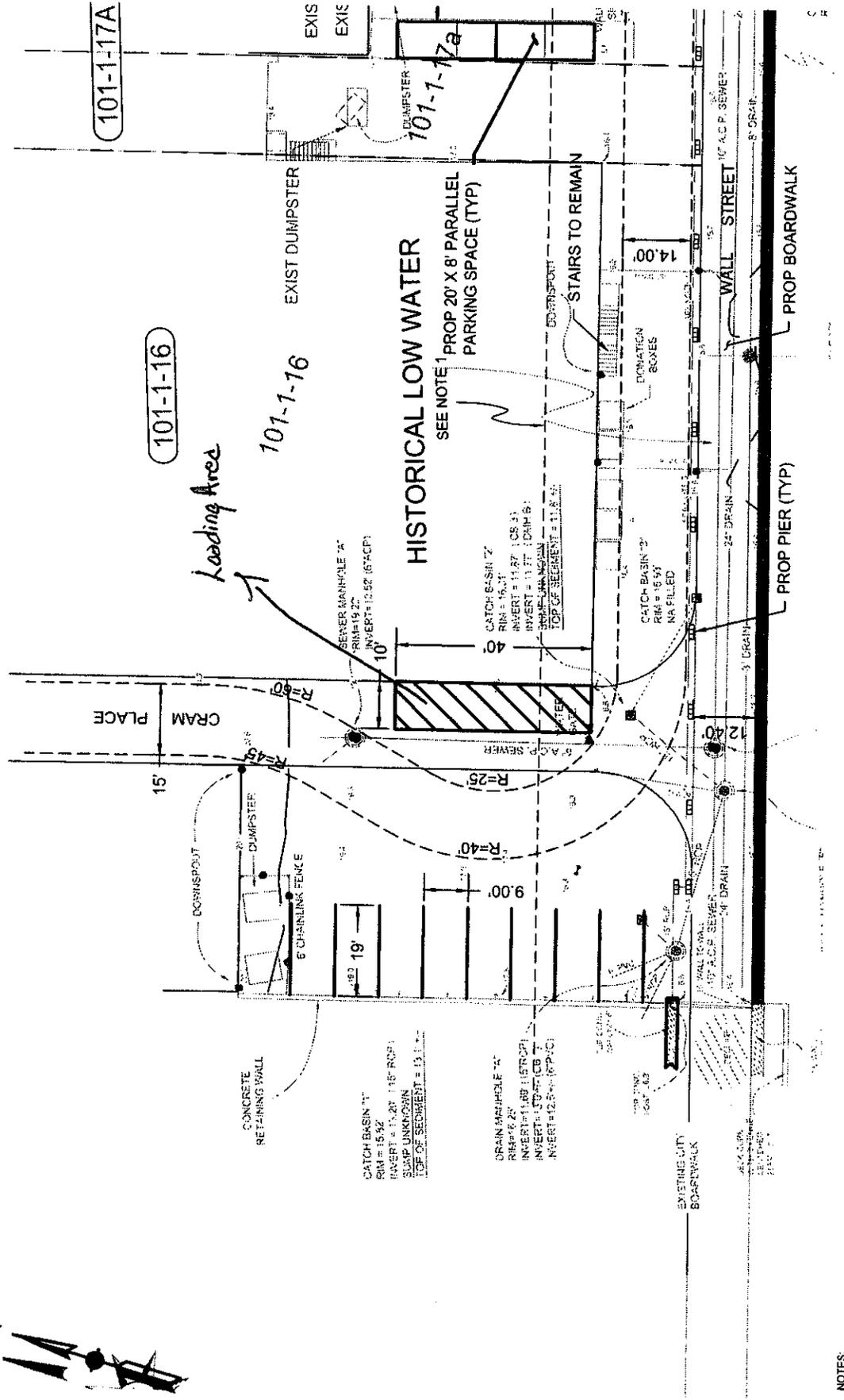
EXHIBIT A

**Document No. 694-B – City Council of City of Haverhill Resolution concerning
Merrimack River Improvements, Haverhill, Massachusetts, October 13, 1936**

EXHIBIT B
Easement Plan

EXHIBIT C
Loading Area Plan

EXHIBIT D
City Council Vote



101-1-17A

101-1-16

Loading Area

101-1-17a

HISTORICAL LOW WATER

SEE NOTE 1
 PROP 20' X 8' PARALLEL
 PARKING SPACE (TYP)

STAIRS TO REMAIN

WALL STREET

PROP BOARDWALK

PROP PIER (TYP)

EXIST DUMPSTER

EXIS

EXIS

DUMPSTER

CRAM PLACE

15'

R=40

R=25

R=40

CONCRETE
 RETAINING WALL

DUMPSTER

6' CHAINLINK FENCE

19'

9.00'

14.00'

12.40'

14.00'

14.00'

14.00'

14.00'

14.00'

14.00'

14.00'

14.00'

14.00'

14.00'

14.00'

14.00'

14.00'

CATCH BASIN 1"
 RIM = 15.42'
 INVERT = 11.20' (145'-RCP)
 SUMP UNKNOWN
 TOP OF SEDIMENT = 13.1'

DRAIN MANHOLE 4"
 RIM = 15.21'
 INVERT = 11.87' (CS 3)
 INVERT = 11.77' (DRAIN 8)
 SUMP UNKNOWN
 TOP OF SEDIMENT = 11.8'

SEWER MANHOLE 4"
 RIM = 19.25'
 INVERT = 12.52' (6" ACP)

CATCH BASIN 2"
 RIM = 15.21'
 INVERT = 11.87' (CS 3)
 INVERT = 11.77' (DRAIN 8)
 SUMP UNKNOWN
 TOP OF SEDIMENT = 11.8'

CATCH BASIN 2"
 RIM = 15.21'
 NA FILLED

NOTES:

1. THE HISTORICAL LOW WATER LINE IS BASED ON LOW WATER LINES PER FILL LICENSES GRANTED BY THE COMMONWEALTH OF MASSACHUSETTS UNDER M.G.L. CHAPTER 91.

DRAFT 9/17/14

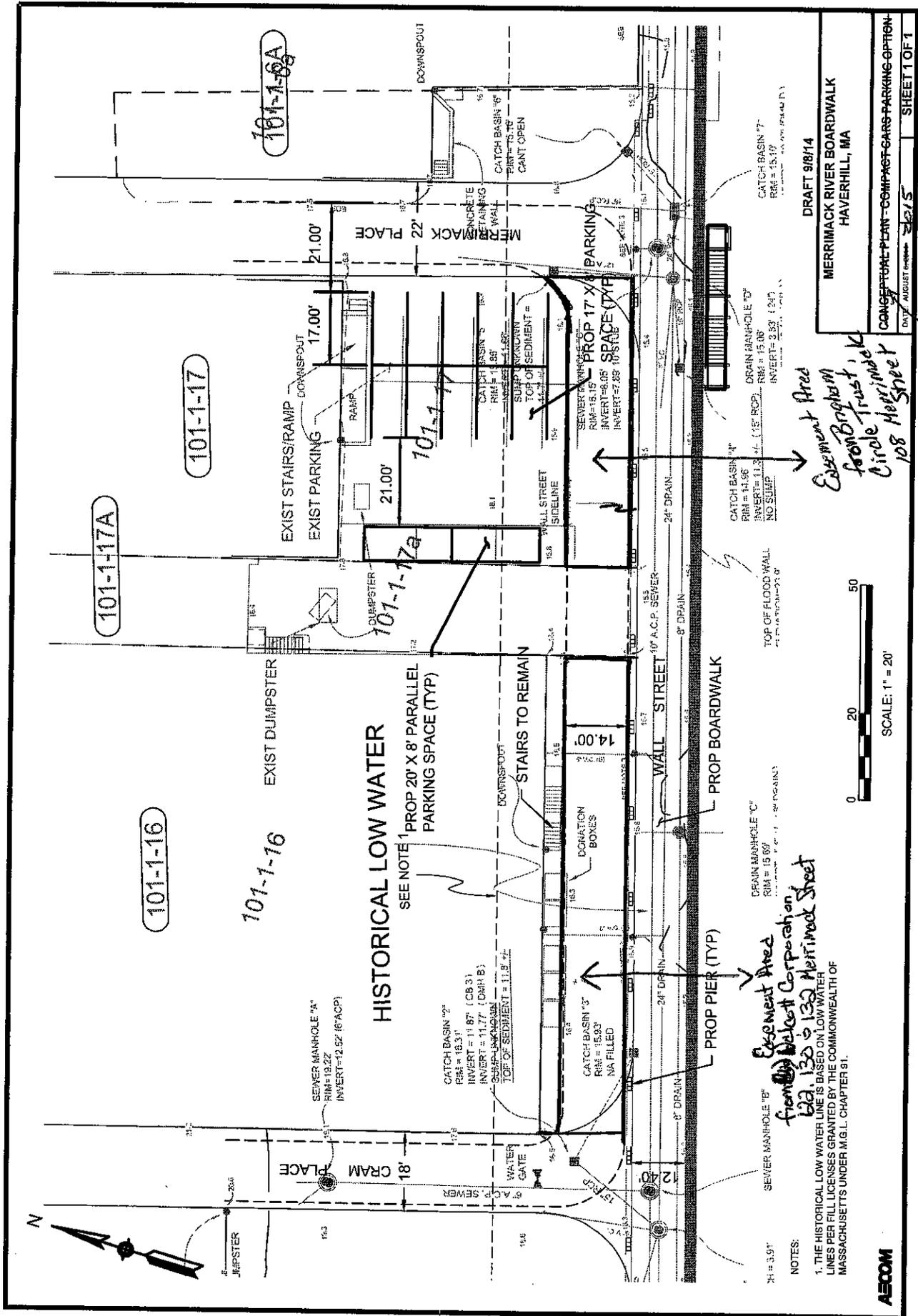
MERRIMACK RIVER BOARDWALK
 HAVERHILL, MA

CONCEPTUAL PLAN - LOADING AREA, CRAM PLACE
 DATE: SEPTEMBER 2014 SHEET 1 OF 1



SCALE: 1" = 20'





101-1-17A

101-1-16

101-1-17

101-1-16

101-1-17B

HISTORICAL LOW WATER

SEE NOTE 1
 PROP 20' X 8' PARALLEL
 PARKING SPACE (TYP)

STAIRS TO REMAIN

PROP 17' X 8' SPACE (TYP)

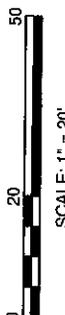
PROP BOARDWALK

PROP PIER (TYP)

*Easement Area
 from Brigham Circle Trust, K
 Brigham Circle Trust / Walcott Corporation
 108 Merrimack Street*

*Easement Area
 from Brigham Circle Trust, K
 Brigham Circle Trust / Walcott Corporation
 108 Merrimack Street*

NOTES:
 1. THE HISTORICAL LOW WATER LINE IS BASED ON LOW WATER LINES PER FILL LICENSES GRANTED BY THE COMMONWEALTH OF MASSACHUSETTS UNDER M.G.L. CHAPTER 81.



DRAFT 9/8/14
 MERRIMACK RIVER BOARDWALK
 HAVERHILL, MA

CONCEPT PLAN - COMPACT CARS PARKING - OPTION
 DATE: AUGUST 2014
 SHEET 1 OF 1

*Wall Street Easement Plan -
 108, 122, 130 & 132 Merrimack Street
 Brigham Circle Trust / Walcott Corporation*





DOCUMENT

15.6

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor be and is hereby authorized to execute a certain Grant of Easement from the City to Brigham Circle Trust, attached hereto and incorporated herein, relative to real property located in the Riverfront Promenade Parking Lot, Haverhill, Essex County, Massachusetts, for the purpose of re-locating vehicular parking.

Said real property located in the Riverfront Promenade Parking Lot Parking Lot as described in the Grant of Easement is hereby declared surplus.

GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement (“Agreement”) is dated as of this ____ day of August 2015, from the City of Haverhill, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 (“City”) to Neil A. Tagerman, Trustee of Brigham Circle Trust under a Declaration of Trust dated April 10, 1973 and recorded at the Essex South District Registry of Deeds (the “Registry”) in Book 6778, Page 596 as amended and restated by instrument dated March 28, 1989 and recorded with the Registry in Book _____, Page _____, having its principal place of business at 75 Oak Street, Newton, Massachusetts 02464 (“Trust”).

RECITALS

WHEREAS, The City is the owner of a certain parcel of land known as the “Riverfront Promenade Parking Lot” located at _____, Haverhill, Massachusetts (the “Property”) and more particularly identified by the City Assessor on Map _____, Parcel _____; and

WHEREAS, The Trust is the owner of a certain parcel(s) of land with all buildings and improvements located thereon, and which property is located at 108 Merrimack Street, Haverhill, Massachusetts (the “Trust Property”), more particularly described in a Deed recorded with the Registry in Book _____, Page _____; and

WHEREAS, the City issued a Request for Proposals captioned “RFP 018.15 Regarding the Disposition by Lease, Sale, or Grant of Easement of Parking Spaces at the Cram Place Parking Lot and at the Riverfront Parking Lot”, dated _____ (the “RFP”) pursuant to which the Trust responded by its offer and proposal dated July 7, 2015 (the “Trust Proposal”) for the purchase and or grant of easement for five (5) parking spaces (the “Parking Spaces”) at the Riverfront Promenade Parking Lot as depicted on a plan captioned “City of Haverhill Engineering Division Proposed Lease/Sale Parking Spaces” dated June 12, 2015 (the “Easement Plan”) and the area upon the Property where the Parking Spaces are located as depicted on the Easement Plan is hereafter the “Easement Area”; and

WHEREAS, subject to the terms and provisions of this Agreement, the City wishes to grant an easement to the Trust to use the Parking Spaces and the Trust agrees to such grant of an easement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Parking Easement for the Benefit of The Trust*

1.1 Riverfront Promenade Parking Lot Easement: The City hereby grants to the Trust, for the “exclusive use and occupancy”, described below in this section, and non-assignable or transferable benefit of the Trust, its employees, tenants and tenants’ employees, customers, contractors, guests, and invitees (collectively, the “Trust Parties”), and subject to the provisions of Section 1.2 below, a perpetual easement for the exclusive use and occupancy of the Parking Spaces. The Parking Spaces are to be available for the use of the Trust and the Trust Parties, twenty-four (24) hours a day and seven (7) days a week. The City shall be responsible for the installation of designated parking signage within thirty (30) days following the execution of this Agreement within which thirty (30) day period, the City and the Trust shall mutually and reasonably agree to the form and content of the signs and shall be consistent with other City signs used for similar purposes. The Trust shall be responsible for maintaining and replacing such signage as necessary. The City reserves the right to enforce its parking rules and regulations by ticketing unauthorized users who are not Trust Parties. The City shall continue to perform, in the ordinary course, such repair and maintenance, including snow and ice removal (“Repair and Maintenance”), to the Easement Area as is normal and customary for such similarly situated, City owned properties. The Trust shall be required to remove all vehicles from the Parking Spaces promptly at the direction of the City for Repair and Maintenance purposes of the Property, including the Easement Area.

For purposes of this Section 1.1, “exclusive use and occupancy” includes the right of pedestrian and vehicular ingress and egress to and from the Parking Spaces to a public way immediately adjacent and bounding the Property. The right of use and occupancy shall be subject to the City’s reasonable rights of access for Repair and Maintenance of the Easement Area and the Property as more particularly described herein and the Trust’s obligations to remove all vehicles from the Parking Spaces at the direction of the City.

Subject to the foregoing, the City agrees that it shall not do anything which materially inhibits or interferes with, or prevents the Trust or the Trust Parties from utilizing the Parking Spaces as provided for in this Agreement.

1.2 Easement Expiration: This Agreement and the easements and rights granted to the Trust hereunder shall expire upon the issuance of any building permit

authorizing the demolition or “Material Alteration”, defined below, of any of the buildings and improvements located on the Trust Property , excepting changes made solely for the purpose of access or egress and unless such demolition or Material Alteration results from a casualty or from eminent domain proceedings where the taking authority is the City and the Trust proceeds to repair, restore, or rebuild the buildings and improvements within the time frames and, otherwise in accordance, with applicable law.

For the purposes of this Section 1.2, a “Material Alteration” shall mean a building permit that changes the foot print or total floor area of the building(s) and improvements on the Trust Property by fifty (50%) percent or greater than its total floor area existing as of the date of this Agreement.

2. Insurance Requirement

2.1 During the Trust’s exercise of any rights granted hereunder, the Trust shall, at its sole cost and expense, list the City as an additional insured on its commercial general liability insurance, including personal injury coverage, in the minimum amount of One Million Dollars (\$1,000,000.00) personal injury.

Prior to exercising such rights, the Trust shall deliver to the City a certificate evidencing all required policies and endorsements. All insurance policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

3. General Provisions

3.1 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and for the breach of which any party shall have all legal remedies allowed or provided under such laws. Any determination of invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

3.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may not be changed or modified except as agreed in a writing signed by each of the parties.

3.3 Each party hereby agrees that it will execute and deliver any and all assurances of law and other instruments, and take any and all action, which any other party hereto deems necessary or desirable to carry out any term or provision of this Agreement or to continue this Agreement in full force and effect for the term hereof.

3.4 Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers, or to render any party hereto liable for the debts or obligations of any other party hereto.

3.5 All notices and other communications to be given in connection with this Agreement shall be in writing and shall be sent by (a) United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, with copy simultaneously sent by First Class United States Postal Service Mail (b) nationally recognized overnight courier service guaranteeing overnight delivery with copy simultaneously sent by First Class United States Postal Service Mail; or (c) electronic or facsimile transmission (if confirmed orally or in writing by mail or overnight courier service as aforesaid within 24 hours of such transmission) addressed to such party at the respective addresses set forth below beside such party's name:

To Trust: Neil A. Tagerman, Trustee
Brigham Circle Trust
75 Oak Street
Newton, MA 02464

With a copy to:

To City: City of Haverhill
4 Summer Street
Haverhill, MA 01830
Attn: Mayor

With a copy to: City of Haverhill
4 Summer Street
Haverhill, MA 01830
Attn: City Solicitor

Except that any party may by written notice to other parties designate another address that shall thereupon become the effective address of such party for the purposes of this paragraph. Notice shall be deemed given: (a) three (3) business days after mailed by United States Postal Service; (b) on the next business day if sent by nationally recognized overnight courier; and (c) on receipt if sent by electronic or facsimile (and confirmed orally or by mail or overnight courier service as before said).

3.6 The Trust shall indemnify, defend, and hold harmless the City, from and against any loss, cost, expense (including, without limitation, reasonable attorneys' fees), damage, liability, or claim arising out of, related to or in connection with any failure on the part of Trust, respectively, to comply with any provision or term required to be performed or complied with by the Trust hereunder or caused by negligence or willful misconduct of the Trust and/or Trust Parties, except to the extent resulting from the gross negligence or willful misconduct of the City.

3.7 This Agreement may be modified or amended only by agreement, in writing, signed by the Trust or Trust's successors and assigns and the City.

3.8 The terms of this Agreement, including but not limited to the rights, privileges, obligations and conditions set forth or referenced herein, shall, subject to the provisions contained in Section 1.2 above regarding expiration, run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

3.9 All references to Trust and City made herein shall include their respective heirs, successors and assigns.

3.10 Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under, or as may be reasonably necessary or helpful to give effect to, this Agreement.

3.11 The Parking Spaces are for the exclusive use of the Trust and the Trust Parties. The Trust and Trust Parties shall not be permitted to lease, sublease, assign, or transfer any of its rights hereunder without the express, written permission of the City, which permission may be withheld or given in its sole and absolute discretion.

3.12 The persons signing this Agreement represent and warrant they have all legal authority and power, in their respective capacities, to execute this Agreement.

3.13 The Trust shall indemnify, defend, and hold harmless the City, from and against any loss, cost, expense (including, without limitation, reasonable attorneys' fees), damage, liability, or claim arising out of, related to or in connection with any failure on the part of the Trust to comply with any provision or term required to be performed or complied with by the Trust hereunder or caused by negligence or willful misconduct of the Trust or Trust Parties, except to the extent resulting from the negligence or willful misconduct of the City.

For City's title see Deed of _____, filed/recorded with the Essex South District Registry of Deeds/Division of the Land Court in Book _____, Page _____/noted as Document No. _____ on Certificate No. _____.

[signatures appear on following page]

Executed under seal as of the date first set forth above.

**CITY OF HAVERHILL, a Massachusetts
municipal corporation**

By: _____
James J. Fiorentini , its Mayor

Approved as to legal form and
sufficiency:

City Solicitor

Neil A. Tagerman as he is Trustee of Brigham
Circle Trust as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared James J. Fiorentini and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Haverhill, Massachusetts, a Massachusetts municipal corporation.

(official signature and seal of notary)

My commission expires _____

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

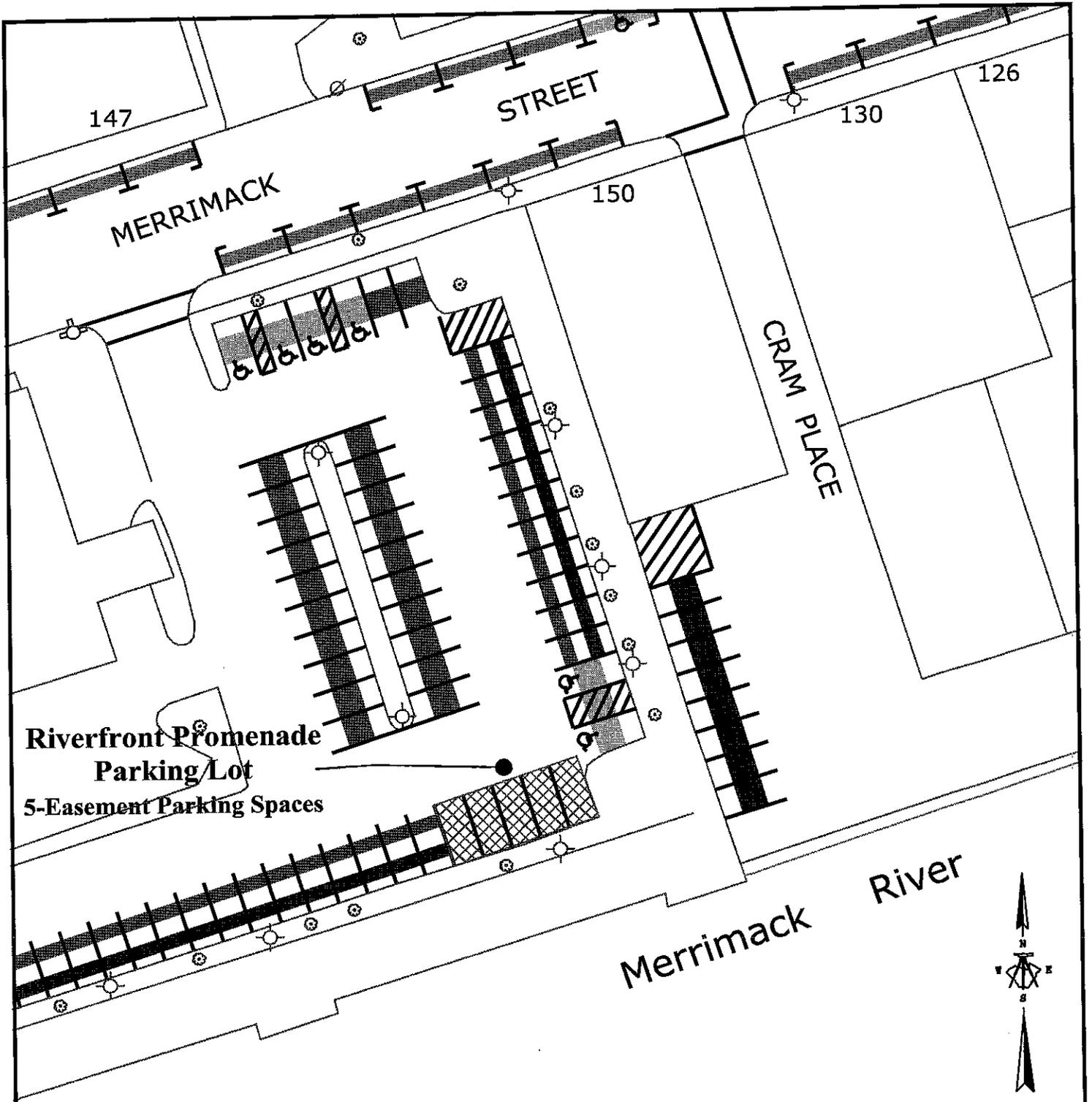
On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, acting in his/her _____ capacity as _____ of _____.

(official signature and seal of notary)

My commission expires _____

EXHIBIT A

Easement Plan



**Riverfront Promenade
Parking Lot**
5-Easement Parking Spaces

**Easement Plan - 5 Parking Spaces
City Of Haverhill - Riverfront Promenade Parking Lot
to Brigham Circle Trust**

August - 2015

Scale 1" = 40'

City Of Haverhill --- Engineering Division



DOCUMENT

15.7

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor be and is hereby authorized to execute a certain Grant of Easement from the City to Walcott Corporation, attached hereto and incorporated herein, relative to real property located in the Cram Place Parking Lot and Cram Place, Haverhill, Essex County, Massachusetts, for the purpose of re-locating Salvation Army donation bins and vehicular parking.

Said real property located in the Cram Place Parking Lot as described in the Grant of Easement is hereby declared surplus.

GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement (“Agreement”) is dated as of this ____ day of August 2015, from the City of Haverhill, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 (“City”) to Walcott Corporation, a Delaware corporation, duly qualified as a foreign corporation in the Commonwealth of Massachusetts and having its principal place of business at 1050 Commonwealth Avenue, Boston, Massachusetts 02215 (“Walcott”).

RECITALS

WHEREAS, The City is the owner of a certain parcel of land known as the “Cram Place Parking Lot” located at _____, Haverhill, Massachusetts (the “Property”) and more particularly identified by the City Assessor on Map _____, Parcel _____; and

WHEREAS, Walcott is the owner of certain parcels of land with all buildings and improvements located thereon, and which property is located at 122, 130 and 132 Merrimack Street, Haverhill, Massachusetts (collectively, the “Walcott Property”), which is adjacent to the Property, more particularly described in a Deed recorded with the Registry in Book _____, Page _____; and

WHEREAS, the City issued a Request for Proposals captioned “RFP 018.15 Regarding the Disposition by Lease, Sale, or Grant of Easement of Parking Spaces at the Cram Place Parking Lot and at the Riverfront Parking Lot”, dated _____ (the “RFP”) pursuant to which Walcott responded by its proposal dated July 7, 2015 (the “Walcott Proposal”) for the grant of easement for eight (8) parking spaces at the Cram Place Parking Lot; and

WHEREAS, subject to the terms and provisions of this Agreement, the City modifies, and Walcott agrees to such modification to the Walcott Proposal and the City shall grant to Walcott an easement to use four (4) parking spaces at the Cram Place Parking Lot (the “Parking Spaces”) as depicted on a plan captioned “City of Haverhill Engineering Division Proposed Lease/Sale Parking Spaces” dated June 12, 2015 (the “Parking Easement Plan”) attached hereto as Exhibit A incorporated herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Parking Easement for the Benefit of Walcott Corporation*

1.1 Cram Place Parking Lot Easement: The City hereby grants to Walcott, for the exclusive and non-assignable or transferable benefit of Walcott and its tenant and their employees, agents and customers (the "Walcott Parties"), an easement for the exclusive use and occupancy of the Parking Spaces to be located in designated parking spaces in the Cram Place Parking Lot which is adjacent to the Walcott Property and shown on the Parking Easement Plan. Such parking spaces are to be available for the use of Walcott and the Walcott Parties, twenty four (24) hours a day and seven (7) days a week. Walcott shall be permitted to locate Salvation Army donation bins within two (2) of the Parking Spaces and the other two (2) Parking Spaces shall be for the use of Walcott and the Walcott Parties for vehicular parking. The City shall be responsible for the installation of designated parking signage within thirty (30) days following the execution of this Agreement. Walcott shall be responsible for maintaining and replacing such signage as necessary. Walcott shall keep the Parking Spaces free of trash and debris and shall maintain any donation bins to be located thereon in a neat and presentable condition, including keeping them in good repair or replacing same as needed. The City shall continue to perform usual and customary maintenance of the Property and, in conjunction therewith, shall perform same on the Parking Spaces including, snow and ice removal from the Parking Spaces concurrently with its snow and ice removal within the "Central Business District" area. Notwithstanding the foregoing, Walcott shall be required to remove all vehicles and donation bins from the Parking Spaces promptly at the direction of the City for the purposes of the City's repair and maintenance of the Property, including the Easement Area.

1.2 Easement Expiration: This Agreement and the easements and rights granted to Walcott hereunder, including the Parking Easement and the Loading Dock Easement, shall expire upon the issuance of any building permit or other governmental approval authorizing the material alteration of any of the dimensions demolition or "Material Alteration", defined below, of the building(s) and improvements located on the Walcott Property from those dimensions existing on the date of this Agreement, excepting changes made solely for the purpose of access or egress, as of the date of this Agreement. For the purposes of this Section 1.2, "Material Alteration" shall mean a building permit that changes the footprint or total floor area of the building(s) on the Walcott Property by fifty (50%) percent or greater from its footprint or total floor area existing as of the date of this Agreement.

1.3 Subject to its access, repair, and maintenance rights hereunder, the City agrees that it shall not do anything which materially inhibits or interferes with, or prevents Walcott or the Walcott Parties from utilizing the Parking Spaces as provided for in this Agreement.

2. Insurance Requirement

2.1 During Walcott's exercise of any rights granted hereunder to shall, at its sole cost and expense, maintain the following insurance:

- (a) Commercial general liability, including personal injury and, if applicable, product liability/completed operations coverage in the minimum amount of One Million Dollars (\$1,000,000.00) personal injury, One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general/product/completed operations aggregate; and
- (b) Automobile liability coverage for owned, hired and non-owned vehicles in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit.

All policies of insurance shall be issued by companies licensed or approved by the Commonwealth's Insurance Commissioner and rated A-VII or better in the most recent edition of Best's Insurance Guide with respect to primary levels of coverage and shall be issued and delivered in accordance with Commonwealth law and regulations. The City shall be listed as an additional insured on the commercial general liability insurance required by Section 2.1(a). Prior to exercising such rights, Walcott shall deliver to the City a certificate evidencing all required policies and endorsements. All insurance policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

3. General Provisions

3.1 In the performance of any work authorized by this Agreement, Walcott shall perform such work in a good and workmanlike manner and at its sole cost and expense, except as otherwise expressly stated herein, and shall pay when due all bills for labor and materials pertaining to any work authorized by this Agreement, and shall prevent any lien based on any of the foregoing from being recorded or perfected or otherwise attaching to the Property, and without limitation, upon any such recording, perfecting or attachment, will cause the same to be bonded or discharged and released of record within thirty (30) days thereafter.

3.2 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and for the breach of which any party shall have all legal remedies allowed or provided under such laws. Any determination of

Except that any party may by written notice to other parties designate another address that shall thereupon become the effective address of such party for the purposes of this paragraph. Notice shall be deemed given: (a) three (3) business days after mailed by United States Postal Service; (b) on the next business day if sent by nationally recognized overnight courier; and (c) on receipt if sent by electronic or facsimile (and confirmed orally or by mail or overnight courier service as before said).

3.7 Walcott shall indemnify, defend, and hold harmless the City, from and against any loss, cost, expense (including, without limitation, reasonable attorneys' fees), damage, liability, or claim arising out of, related to or in connection with any failure on the part of Walcott to comply with any provision or term required to be performed or complied with by Walcott hereunder or caused by negligence or willful misconduct of Walcott, except to the extent resulting from the gross negligence or willful misconduct of the City.

3.8 This Agreement may be modified or amended only by agreement, in writing, signed by Walcott or Walcott's successors and assigns and the City.

3.9 The terms of this Agreement, including but not limited to the rights, privileges, obligations and conditions set forth or referenced herein, shall, subject to the provisions contained in Section 1.3 above regarding expiration, run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

3.10 All references to Walcott and the City made herein shall include their respective heirs, successors and assigns.

3.11 Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under, or as may be reasonably necessary or helpful to give effect to, this Agreement.

3.12 The Parking Spaces are for the exclusive use of Walcott and the Walcott Parties. Walcott shall not be permitted to lease, sublease, assign, or transfer any of its rights hereunder without the express, written permission of the City, which permission may be withheld or given in its sole and absolute discretion.

3.13 Walcott shall indemnify, defend, and hold harmless the City, from and against any loss, cost, expense (including, without limitation, reasonable attorneys' fees), damage, liability, or claim arising out of, related to or in connection with any failure on the part of the Walcott to comply with any provision or term required to be performed or complied with by Walcott hereunder or caused by negligence or willful misconduct of the Walcott, except to the extent resulting from the negligence or willful misconduct of the City.

3.13 The persons signing this Agreement represent and warrant that they have all legal authority and power in their respective capacities to execute this Agreement.

For City's title see Deed of _____, filed/recorded with the Essex South District Registry of Deeds/Division of the Land Court in Book _____, Page _____/noted as Document No. _____ on Certificate No. _____.

[signatures appear on following page]

Executed under seal as of the date first set forth above.

**CITY OF HAVERHILL, a Massachusetts
municipal corporation**

By: _____
James J. Fiorentini , its Mayor

Approved as to legal form and
sufficiency:

City Solicitor

**WALCOTT CORPORATION, a Delaware
corporation**

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared James J. Fiorentini and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Haverhill, Massachusetts, a Massachusetts municipal corporation.

(official signature and seal of notary)

My commission expires _____

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, acting in his/her _____ capacity as _____ of _____.

(official signature and seal of notary)

My commission expires _____

EXHIBIT A
Parking Easement Plan

EXHIBIT B
Loading Area Plan

CITY OF HAVERHILL

MASSACHUSETTS CITY SOLICITOR'S OFFICE

145 South Main Street
Bradford, MA 01835
(978) 373-2360
FAX: 978/891-5424
EMAIL: billcoxlaw@aol.com

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

August 21, 2015

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

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



RE: Orders - Easements to Walcott Corporation and Brigham Circle Trust

The City has been working with two Merrimack Street property owners, Brigham Circle Trust - 108 Merrimack Street, and, Walcott Corporation - 120 Merrimack Street on easements which we need to build the Boardwalk behind their buildings.

First, I have filed two Orders for the Grants of Easement which will allow the City to build the Boardwalk over what is now Wall Street. This will necessitate relocating Wall Street just north of its current location.

Second, the City also issued an RFP for certain parking spaces within the Cram Place Parking Lot and the Riverfront Promenade Parking Lot to address issues created by the relocation of Wall Street. Both property owners responded to the RFP and their responses are attached. I have also attached a copy of the appraisal which the City obtained. Walcott Corporation will be granted two spaces to accommodate the Salvation Army drop-off boxes and two space for parking to address the loss of use behind their building. They will also have to relocate their current loading zone and the City has agreed to pay for this expense (\$76,800) as well as relocate Cram place to accommodate the move of the loading zone to the side of the building. Brigham Circle Trust is being provided five spaces in the Riverfornt Promenade Parking Lot to address the loss of five spaces behind their building.

I will be present at the Council meeting to further discuss this matter. Should Councillors have any questions or concerns before the meeting they should feel free to call upon me. Thank you.

cc: James J. Fiorentini, Mayor

1050 Commonwealth Avenue
Boston, MA 02215

Tel: 617-277-3907
Fax: 617-277-5624

Walcott Corporation

July 7, 2015

Orlando Pacheco
City of Haverhill Purchasing Department
City Hall, Room 105
4 Summer Street
Haverhill, MA 01830-5875

Re: RFP 018.15

Dear Mr. Pacheco,

Enclosed please find our proposal in response to the Grant of Easement of Parking Spaces at the Cram Place Parking Lot (RFP 018.15).

1. **Offeror:**
Walcott Corporation
1050 Commonwealth Ave.
Boston, MA 02215
617-277-3907
2. Walcott Corporation, a Delaware Corporation
Joshua Solar - Treasurer – Josh@walcottcorp.com
Robert Solar – President – Robert@walcottcorp.com

Walcott Corporation
1050 Commonwealth Ave.
Boston, MA 02215
617-277-3907

3. The proposed boardwalk extension behind our building located at 122, 130, 132 Merrimack Street would negatively impact and eliminate the rear loading door and area which is critical to the daily business operations of our tenant, Salvation Army. As the construction of the boardwalk would eliminate the rear loading area, we kindly request that the City consider granting Walcott Corporation an easement for eight parking spaces located in the Cram Place Parking Lot.

The property currently has two tenants. The Salvation Army is the major tenant, occupying approximately 80% of the leasable space. The other tenant is J+M Dollar Discount.

The building located on the property does not cover the entire lot. Rather, there is an approximately eighteen (18) foot strip at the rear of the building, extending the full length of the building. This strip of land currently contains exterior stairs; a loading area and numerous donation receptacles serving the Salvation Army.

July 7, 2015

Page 2

This loading area is used approximately two times per day for an hour each time and is the only method by which goods are delivered to the building. The boardwalk project would impact these areas currently used by Walcott's tenants and we therefore ask for your consideration in granting us an easement to nearby, convenient parking spaces located in the Cram Place Parking Lot to relieve our losses directly caused by the installation of the boardwalk behind our building.

Lastly, awarding Walcott Corporation the parking spaces will enable the current commercial uses at our property to remain viable and, thereby, provide an active retail use in proximity to the boardwalk.

4. Robert Solar – President of Walcott Corporation
5. This proposal will remain in effect for a minimum of ninety (90) calendar days after the submission deadline or until a Contract is made and approved, or the RFP is terminated, whichever comes first.
6. Appendix A – Bid Pricing Sheet – See attached.
7. Appendix B – Certifications – See attached.
8. Appendix C – Certificate of Corporate Vote – See attached.
9. Refundable Bid Deposit of \$100.00 – Bank check enclosed.
10. Letter of Interest signed by the principal(s) of the proposer – Not applicable.

This proposal is subject to review and approval of a satisfactory easement agreement.

Thank you for considering our proposal. We hope you see the benefits that the City, Salvation Army, and Walcott Corporation will all share if we are awarded the parking spaces.

Very truly yours,



Joshua Solar
Walcott Corporation

**Appendix A
RFP018.15
Bid Pricing Sheet**

Cram Place Parking Lot-8 Spaces

Usage	Number of Spaces	Annual/Purchase Bid Price per Space	Term (For lease only)	Total
Lease				
Easement	8	\$1.00		
Purchase				

Riverfront Promenade Parking Lot - 5 Spaces

Usage	Number of Spaces	Annual/Purchase Bid Price per Space	Term (For lease only)	Total
Lease				
Easement				
Purchase				

Name

Walcott Corporation

Address

1050 Commonwealth Ave.
Boston, MA 02215

Signature of Company Official

Robert Solar, PRES.

Printed Name of Company Official

Robert Solar

Title of Company Official

President

Phone number

617-277-3907

E-Mail

Robert@walcottcorp.com

Date

6/25/15

Appendix B

RFP018.15

Certifications

NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: Delaware
(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, & 39L, and with the requirements of M. G. L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of individual submitting proposal

Print Name

Name of Business

 , Pres.
Robert Salar - President
Walcott Corporation

Appendix C

RFP018.15

Certificate of Corporate Vote

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of the

Walcott Corporation held on 6/24/15

(Name of Corporation)

(Date)

At which all the Directors were present or waived notice; it was VOTED that,

Robert Solar (Name) President (Officer)

of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by said Officer of the company shall be valid and binding upon this company.

I hereby certify that I am the Secretary Clerk of the Walcott Corporation

That Robert Solar is the duly elected President (Officer) of said company, and that the above vote has not been amended or rescinded and remain in full force and effect as of the date of this contract.

A true copy,

ATTEST

[Signature]

Clerk Secretary

Place of Business 1050 Commonwealth Ave Boston, MA 02215

Corporate

Seal

Sworn to and subscribed before me this 2015 day of 2007

NOTARY PUBLIC:

(This form must be submitted if a corporation.)

Citizens Bank

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

057-0012
015

513225277-5

JULY 07 2015

PAY **** \$100.00 **** DOLLARS

TO THE ORDER OF * CITY OF HAVERHILL *

MEMO

Drawer: Citizens Bank, N.A.



[Signature]
AUTHORIZED SIGNATURE

⑆ 513225277⑆ ⑆ 011500120⑆

20752161⑆

BRIGHAM CIRCLE TRUST

75 Oak Street
Newton, MA 02464
(617)795-5925

July 7, 2015

City of Haverhill Purchasing Dept.
City Hall, Room 105
4 Summer Street
Haverhill, MA 01830

RE: City of Haverhill RFP 018.15 – Parking Spaces
RFP due Date 7-10-15
Letter of Interest

Dear Ladies and Gentlemen,

Pursuant to the City of Haverhill (the "City") RFP 018.15 regarding the Disposition by Lease, Sale, or Grant of Easement of Parking Spaces at the Cram Place Parking Lot and at the Riverfront Promenade Parking Lot, Neil A. Tagerman, Trustee of Brigham Circle Trust ("Brigham") hereby offers and proposes this as follows:

1. Offeror's complete Legal name, address, and phone number is:

Neil A. Tagerman, Trustee of Brigham Circle Trust u/d/t dated April 10, 1973, as said Trust was amended and restated on March 28, 1989

Brigham Circle Trust
75 Oak Street
Newton, MA 02464
617-795-5925
Primrose@rcn.com

2. Company information – See #1 above.
3. See #10 Narrative below.
4. Neil A. Tagerman, Trustee of Brigham Circle Trust u/d/t dated April 10, 1973 has the requisite authority to act on behalf of the Trust and to sign documents including a Purchase and Sales Agreement. See Trustee Certificate attached as Appendix D.
5. This Proposal will remain in effect for a minimum of ninety (90) calendar days after the submission deadline or until a Contract is made and approved, or the RFP is terminated, whichever occurs first. All subject to a mutually satisfactory agreement regarding the negotiation between Brigham and the City for the ownership, easement, lease and/or use of the rear land behind 108 Merrimack Street and abutting the new proposed River Boardwalk and access Way by the City.

6. Appendix A – Bid Pricing Sheet – See attached
7. Appendix B – Certifications – See attached
8. Appendix D – Trustee's Certificate – See attached
9. A Refundable bid of \$100.00 is attached
10. Letter of Interest Narrative:

The City is currently in negotiations with the proposer Brigham Circle Trust for the use by the City of the rear portion of the parking area behind 108 Merrimack Street owned by Brigham. This negotiation is to accommodate the proposed construction by the City of a pedestrian Boardwalk extension and connection behind the 108 Merrimack property, which if constructed will result in the loss of 5 existing parking spaces currently owned and used by Brigham. This loss of parking would have a substantial detrimental impact to Brigham and its tenants.

The City's has recognized and has a stated objective "to offset any loss of currently available parking spaces/areas or other rear building utilizations now available to Merrimack Street (south side) building owners, residents, employees and lessees due to the construction of a pedestrian boardwalk from the Basiliere Bridge to the current boardwalk at the rear of the Riverfront Promenade Parking Lot."

Therefore, in accordance with the RFP and to offset the potential damages and loss from losing the 5 spaces behind 108 Merrimack (the south side), the proposer Brigham offers to acquire by lease, easement, deed or otherwise the 5 designated spaces shown on the RFP as "Riverfront Promenade Parking Lot 5-Lease/Sale Spaces" for the sum of \$1.00.

Very truly yours,



Neil A. Tagerman, Trustee
Brigham Circle Trust

**Appendix A
RFP018.15
Bid Pricing Sheet**

Cram Place Parking Lot-8 Spaces

Usage	Number of Spaces	Annual/Purchase Bid Price per Space	Term (For lease only)	Total
Lease				
Easement				
Purchase				

Riverfront Promenade Parking Lot - 5 Spaces

Usage	Number of Spaces	Annual/Purchase Bid Price per Space	Term (For lease only)	Total
Lease				
Easement	5			\$1.00 *
Purchase	5			\$1.00 *
* SEE LETTER OF INTEREST ATTACHED				

Name NEIL A. TABERMAN, TRUSTEE
BRIGHAM CIRCLE TRUST

Address 75 OAK STREET
NEWTON, MA 02464

Signature of Company Official *Neil A. Taberman, TR.*

Printed Name of Company Official NEIL A. TABERMAN, TRUSTEE

Title of Company Official BRIGHAM CIRCLE TRUST

Phone number 617-795-5925

E-Mail PRIMROSE@RCN.COM

Date 7-7-15

Appendix B
RFP018.15
Certifications

NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: _____

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, & 39L, and with the requirements of M. G. L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of individual submitting proposal

Print Name

Name of Business



NEIL A. TABERMAN, TRUSTEE
BRIGHAM CIRCLE TRUST

Appendix C

RFP018.15

Certificate of Corporate Vote

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of the

_____ held on _____

(Name of Corporation)

(Date)

At which all the Directors were present or waived notice; it was VOTED that,

(Name)

(Officer)

of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by said Officer of the company shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____,

That _____ is the duly elected
_____ (Officer) of said company, and that the above vote has not been amended or rescinded
and remain in full force and effect as of the date of this contract.

A true copy. ATTEST _____

Clerk

Place of Business _____

Corporate

Seal

Sworn to and subscribed before me this _____ day of _____, 2007

NOTARY PUBLIC: _____

(This form must be submitted if a corporation.)

APPENDIX D

TRUSTEE'S CERTIFICATE

BRIGHAM CIRCLE TRUST

I, Neil A. Tagerman, Trustee (the "Trustee"), of the BRIGHAM CIRCLE TRUST u/d/t dated April 10, 1973 and recorded with the Essex South Registry of Deeds in Book 6778, Page 596, as said Trust was amended and restated on March 28, 1989 (the "Trust"), hereby state and certify as follows:

1. I am the sole Trustee of the BRIGHAM CIRCLE TRUST.
2. Pursuant to § 4(d), of the Trust, the Trustee is authorized and empowered:

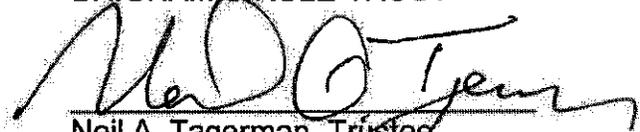
"To purchase, sell, exchange, lease, mortgage or pledge any property, real or personal, determine the terms and manner of doing so, and execute and deliver all appropriate instruments connected therewith, whether or not the effect thereof extends beyond the termination of all Trusts hereunder;"

3. Pursuant to §10 of the Trust:

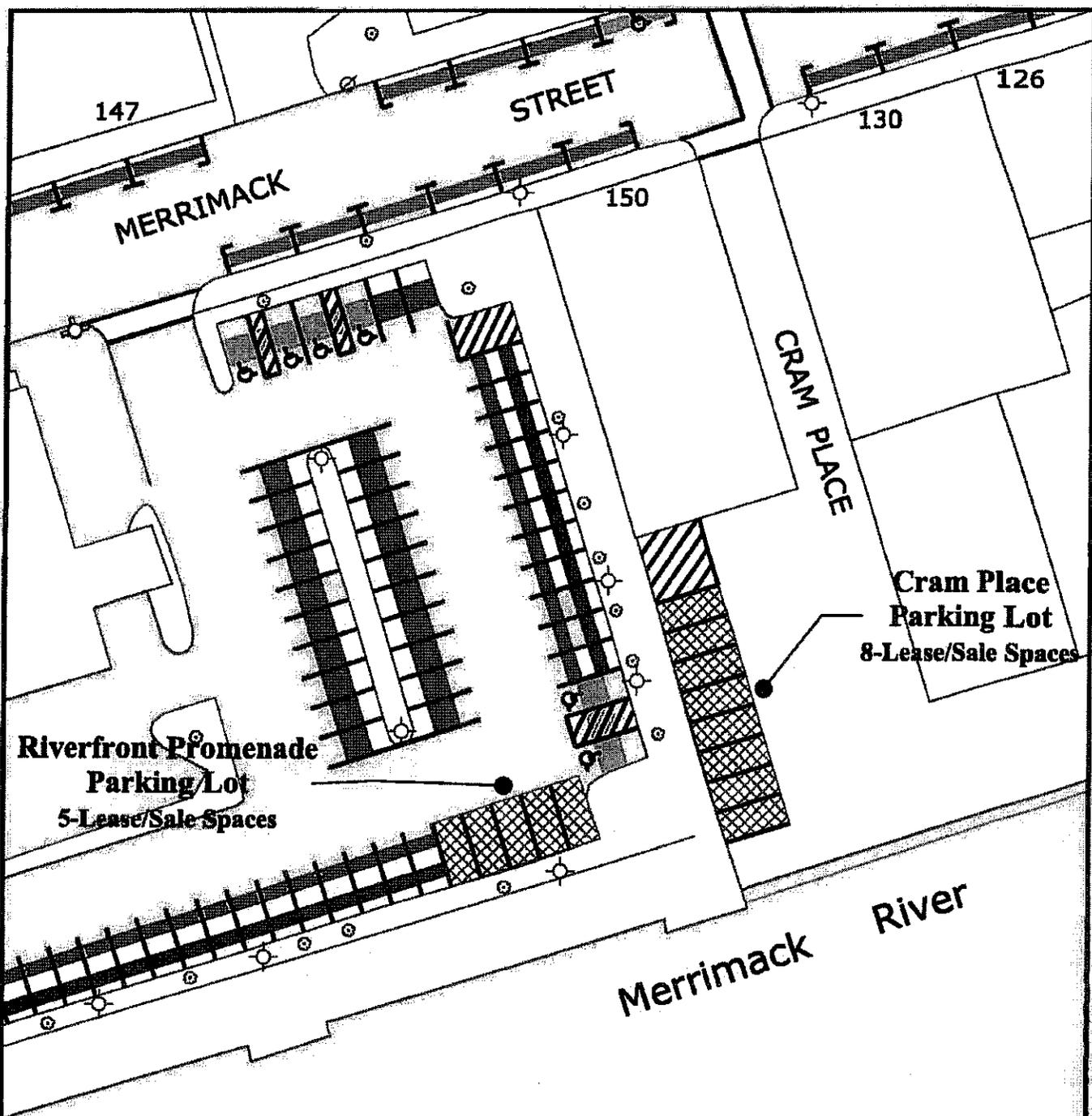
"All statements of fact in any instrument signed by the Trustee from the time being, shall be full protection for all persons dealing with the Trust, and shall be conclusive evidence of such facts in all matters, cases actions and proceedings."

SIGNED AND SEALED under the pains and penalties of perjury this 7th day of July, 2015.

BRIGHAM CIRCLE TRUST



Neil A. Tagerman, Trustee
BRIGHAM CIRCLE TRUST



City Of Haverhill Engineering Division

Proposed Lease/Sale Parking Spaces

June 12, 2015
Scale 1" = 40'





RF 018.15

Memo: Brigham Circle Trust

\$*****100.00

Branch: 0684

07/07/2015

Void If Amount Over: \$*****100.00

PAY TO THE ORDER OF *** City Of Haverhill ***

Drawer: Santander Bank, N.A.

AUTHORIZED SIGNATURE

OFFICIAL CHECK

0558732

DRAWEE - SANTANDER BANK, N.A. ISSUED BY: SANTANDER BANK, N.A.

⑆0558732⑆ ⑆23137269⑆

7675763718⑆

VERIFY THE AUTHENTICITY OF THIS MULTICOLORED SECURITY DOCUMENT. CHECK BACKGROUND THEY CHANGE COLOR SPATIALLY FROM TOP TO BOTTOM.

Security Features Indicated: Ink on Back



**APPRAISAL REPORT OF:
Eight Parking Spaces Located in the
Cram Place Parking Lot and Five Parking Spaces in the Riverfront
Promenade Parking Lot, Haverhill, MA**

**Effective Date of Value:
May 27, 2015**

**PREPARED FOR:
William D. Cox, Jr., Esq.
145 South Main Street
Bradford, MA 01835**

**PREPARED BY:
Charles R. Haven, MAI, SRA
Patriot Properties, Inc.
123 Pleasant Street,
Marblehead, MA 10945**



123 Pleasant Street, Marblehead, MA 01945
Phone 800-527-9991/Fax 781-586-9667
E-Mail Chaven2671@comcast.net

June 19, 2015

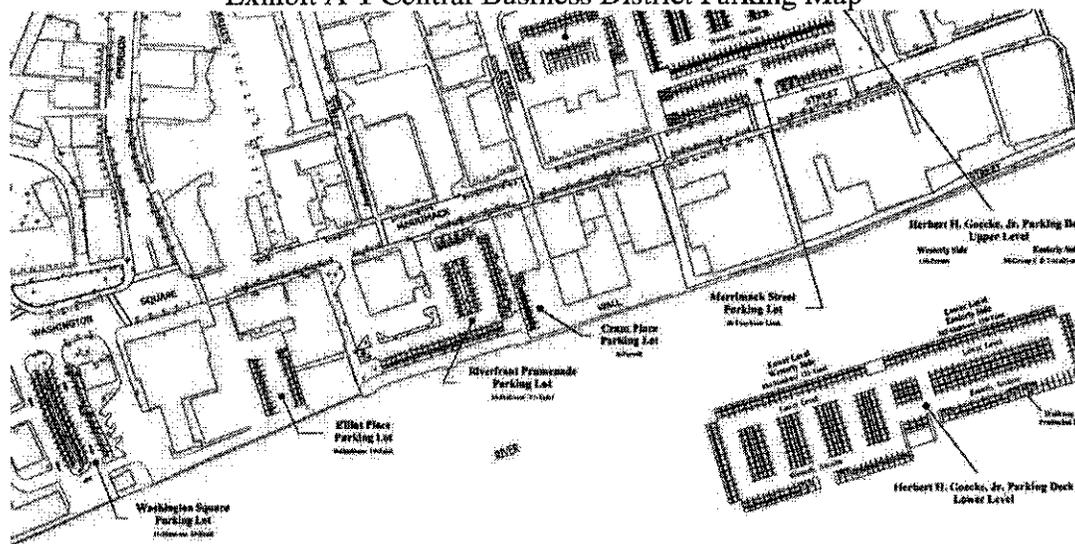
William D. Cox, Jr. Esq.
145 South Main Street
Bradford, MA 018435

Subject Valuation: Eight parking spaces located in the Cram Place parking lot and five parking spaces located in the Riverfront Promenade parking lot, Haverhill, MA

Dear Mr. Cox, Jr.:

At your request, I have appraised thirteen parking spaces located in the above two parking lots. The effective date of value is the date of inspection that occurred on May 27, 2015. These thirteen parking spaces are included in the Central Business District Parking Map. A copy of a portion of this map is below.

Exhibit A-1 Central Business District Parking Map



The purpose of this appraisal report was to estimate the contributory value of the thirteen parking spaces. The valuation was based on the estimated rental rate for a typical parking space located in the downtown area of Haverhill. There are a substantial number of public parking spaces located in the downtown area owned by the City of Haverhill. Due to the substantial inventory of parking spaces, there is a low occupancy level at many sites. There are also various privately owned parking lots in the downtown area. Based on my research, I have estimated an average rental rate is \$25 per month for each parking space. The value of each parking space was based on Income Capitalization Approach. This approach utilized the market rent and typical expenses for this type of property.

Real Estate Taxes – Since the subject is classified as exempt, real estate taxes were not included.

Management – This expense accounting and limited management oversight that is typically required to manage a parking lot. This expense was estimated at 6.0% of effective revenues.

Site Maintenance – This expense includes snow removal and parking lot maintenance. This expense is estimated at 25.0% of effective revenues.

Reserves and Miscellaneous – This expense includes an allowance for the periodic resurfacing of the parking area and unforeseen expenses. This expense is estimated at 2.0% of effective gross revenues.

The following Reconstructed Operating Statement based on typical occupancy rates and expenses for operating a parking lot including snow removal and other costs.

Reconstructed Operating Statement				
Parking Spaces Located in Downtown Haverhill				
	# of Parking Spaces	Average Monthly	Subtotals	Totals
	13	\$25	\$3,900	
			Potential Parking Revenues	\$3,900
			Stabilized Occupancy	90%
			Effective Parking Revenues	\$3,510
			Stabilized Expense	
	Management	6.00%	EGI	\$211
	Site Maintenance	25.00%	EGI	\$878
	Reserves and Miscellaneous	2.00%	EGI	\$70
			Total Variable Expenses	(\$1,158)
			Stabilized Net Income	\$2,352
			Expense Percentage	33%

Overall capitalization rates for recent sales of commercial properties located the Haverhill market area ranged from 7.5% to 9.0%. A capitalization rate in the range of 8.0% is reasonable for the subject. The indicated value of the thirteen parking spaces based on the above assumptions is:

Stabilized net income of $\$2,352 \div 8.0\% = \$29,400$ rounded to $\$30,000$.

The indicted value per parking space is $\$2,307$, rounded to $\$2,300$

Thank you for this opportunity to serve you. Should you have any questions regarding this appraisal assignment, please call.

Respectfully submitted,
Patriot Properties, Inc.

A handwritten signature in cursive script that reads "Charles R. Haven".

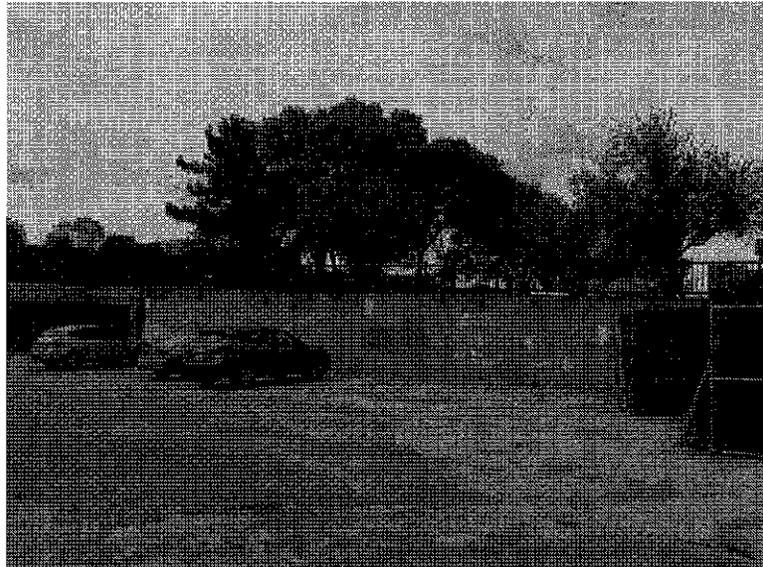
Charles R. Haven, MAI, SRA
MA Certified General #1252
NH Certified General #768

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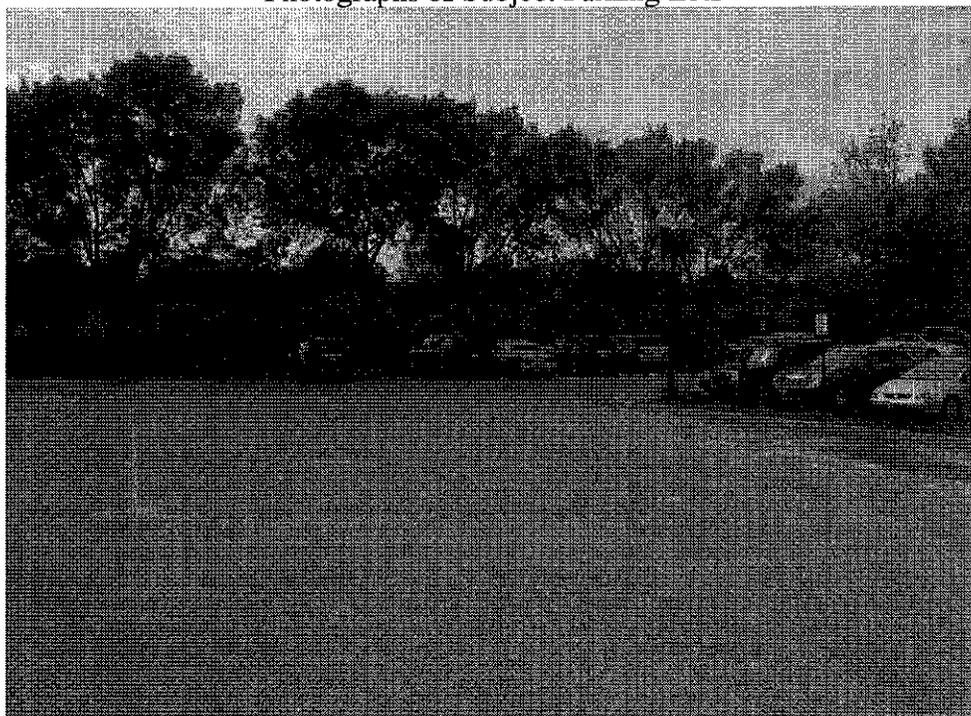
SECTION B: PERTINENT DATA

Exhibit B-1 Photographs of Parking Lots



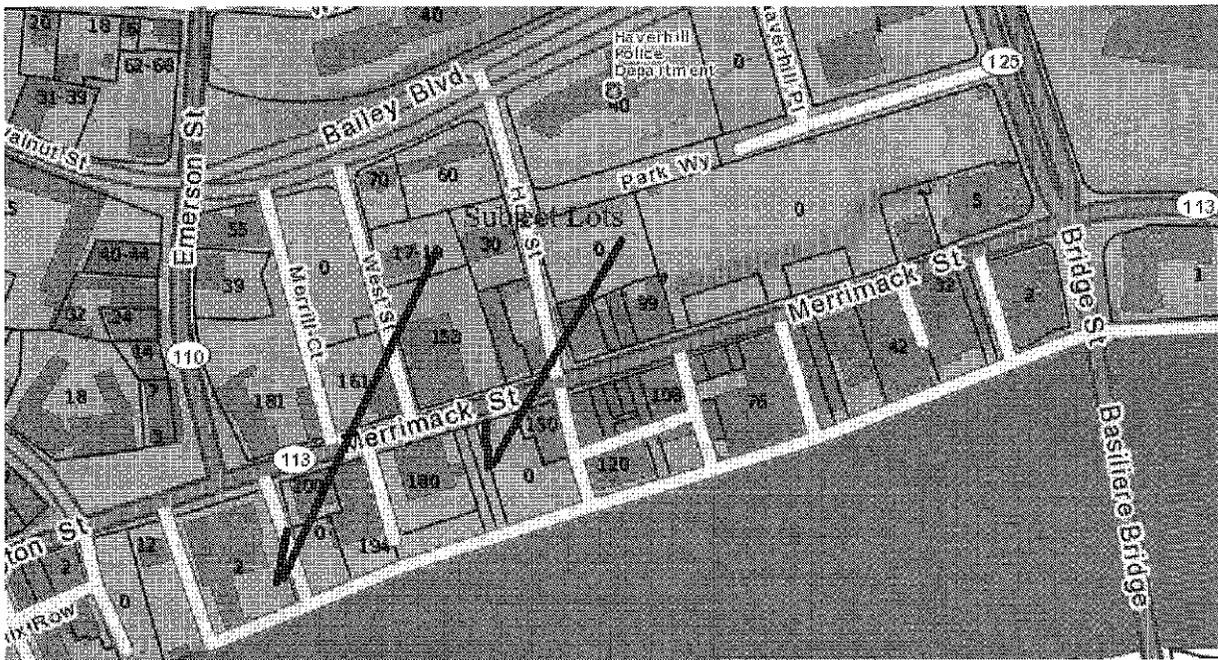
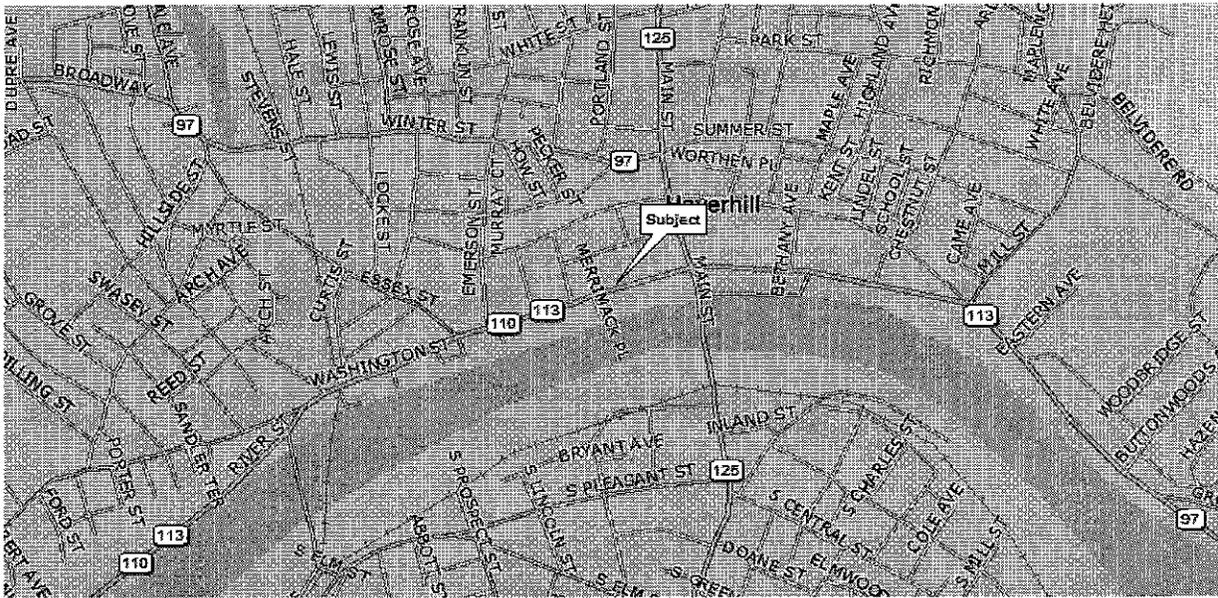
Cram Place Parking Area

Photographs of Subject Parking Lots



Riverfront Promenade Lot

Exhibit B-2 Location and Assessor's Map



A.1 CERTIFICATION

I, Charles R. Haven, certify that I have personally inspected the parking spaces identified in this report located off Merrimack Street, Haverhill, MA.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.

I have not performed any services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment

I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the

- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
- In conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation
- In accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989

No one has provided significant professional assistance to the persons signing this report.

This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, and receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

It is my opinion that the subject does not include any enhancement in value because of any natural, cultural, recreational, or scientific influences retrospective or prospective.

I have extensive experience in appraising properties similar to the subject and comply with the Competency Rule of USPAP.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I have previously appraised the subject property having effective date of February 1, 2011.

As of the date of this report, Charles R. Haven, MAI, has completed the requirements of the continuing education program of the Appraisal Institute.

Certified by:

A handwritten signature in cursive script that reads "Charles R. Haven".

Charles R. Haven, MAI

Massachusetts Certified General #1252 – Expires March 23, 2016

NH Certified General #768 – Expires March 31, 2016

A.2 SPECIAL ASSUMPTIONS

There were no special assumptions in my valuation of the subject parking spaces.

A.3 INTEREST APPRAISED

The interest appraised was based on a fee simple ownership which is defined by the Appraisal Institute as an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat (1).

A.4 PURPOSE AND FUNCTION OF THE APPRAISAL

The purpose of this appraisal assignment was to form an opinion of market value of the various parking spaces identified in this report. The effective date of value is the date of inspection that occurred on May 27, 2015. It is my understanding that the function of this appraisal was to assist the client identified as Mr. William D. Cox, Jr. to estimate the market rent and market value of the parking spaces identified in this report

Market value used in this report is defined by the Board of Governors of the Federal Reserve System, in accordance with Title XI of FIRREA (1989). Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby (2).

- 1) Buyer and seller are typically motivated;
- 2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of U. S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

1 The Dictionary of Real Estate Appraisal Fourth Edition, Appraisal Institute, 2002, page 123.

2 Federal Register, vol. 55, no. 163, August 22, 1990, pages 34228 and 34229

A.5 APPRAISAL PROCEDURES AND SCOPE OF WORK

The Uniform Standards of Professional Appraisal Practice stipulates that an appraisal report describe sufficient information to disclose to the client any intended users of the appraisal the scope of work used to develop the appraisal. Further, the report should describe the information analyzed, the appraisal procedures followed, and the reasoning that supports the analyses, opinions, and conclusions.

Scope of Work in this Assignment including an inspection of the subject parking spaces. The market rent was based on my rental data retained in my files for parking spaces located in the City of Haverhill.

A.7 GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The appraiser assumes:

1. That the subject property's market value is based upon a fee simple estate that is free and clear of all liens, encumbrances, easements and restrictions unless otherwise noted.
2. No liabilities legal in nature.
3. The property ownership and management are in competent, responsible hands.
4. That the property is not operating in violation of any applicable government regulations, codes, ordinances, or statutes. Any zoning variations and special permits currently in place are assumed available as of the date of value.
5. That there are no concealed or dubious conditions of the subsoil or subsurface waters, including water table and flood plain.
6. The appraiser personally inspected the subject. When the date of inspection differs from the effective date of appraised value, the appraiser has assumed no material change in the condition of the property, unless otherwise noted in the report.

Section A.7 Continued

The following limiting conditions are submitted with this report and the estimated value of the subject as set forth in this appraisal is predicated on them.

1. All of the facts, conclusions, and observations contained herein are consistent with information available as of the date of valuation. The value of real estate is affected by many related and unrelated economic conditions, both local and national. The appraisers assume no liability for the effect on this subject property of any unforeseen precipitous change in the economy.
2. The valuation, which applies only to the property described herein, was prepared for the purpose so stated and should not be used for any other purpose.
3. The appraiser has made no survey of the property. All maps, sketches, building size estimate and site plans provided to the appraisers are presumed to be correct, but no guarantee is made as to their accuracy.
4. Any information furnished by others is presumed to be reliable and, where so specified in the report, has been verified, but no responsibility, whether legal or otherwise, is assumed for its accuracy nor can it be guaranteed as being certain. No single item of information was completely relied upon to the exclusion of any other information.
5. The signatories herein shall not be required to give testimony or attend court or appear at any governmental hearing with reference to the subject property, unless prior arrangements have been made.
6. Disclosure of the contents of this report is governed by the bylaws of the Appraisal Institute. Neither this report nor any portions thereof (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or the MAI, or SRA designation) shall be disseminated to the public through public means of communications without the prior written consent and approval of the appraisers and the firm which they represent.
7. The appraiser has no present or contemplated interest in the subject property.
8. Employment for this appraisal and compensation for this report is in no way contingent on the conclusions reported herein.
9. This appraisal has been made in conformance to the Code of Professional Ethics and Standards of Practice of the Appraisal Institute of which Charles R. Haven is a member, and represents the best judgment of the appraisers.
10. No responsibility is taken for the effect on the subject property of changes in market conditions after the date of valuation or for the inability of the property owner to find a purchaser at the appraised value.
11. No effort has been made to determine the impact on this project of possible energy shortages or present or future federal, state, or local legislation, including any environmental or ecological matters or interpretations thereof.

Section A.7 Continued

12. The date of valuation to which the value estimate conclusions apply is set forth in the letter of transmittal and within the body of this report. The value is based on the purchasing power of the U.S. dollar as of the date of the report.
13. The appraisal conclusions that apply to the subject property are based on economic conditions and estimated supply and demand factors as of the effective date of value. .
14. The report does not take into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic hazardous or contaminated substances and/or underground storage tanks containing hazardous material. The report does not consider the cost of encapsulation, treatment, or removal of such material. If the property owner has a concern over the existence of such conditions in the subject property, the appraisers consider it imperative to retain the services of a qualified engineer or contractor to determine the existence and extent of such hazardous conditions. Such consultation should include the estimated cost associated with any required treatment or removal of hazardous material.

SPECIAL ASSUMPTIONS

An Extraordinary Assumption is defined in USPAP as an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property or about conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis."

A Hypothetical Condition is defined in USPAP as that which is contrary to what exists, but is supposed for the purpose of analysis. Hypothetical conditions assume contrary to known facts about physical, legal, or economic characteristics of the subject property or about conditions external to the property, such as market conditions or trends, or the integrity of the data used in the analysis.

There were no Special Assumptions in "As Is" valuation of the subject parking spaces.

A.8 APPRAISER'S QUALIFICATIONS

Charles R. Haven, MAI, SRA
 Patriot Properties, Inc.
 123 Pleasant Street, Marblehead, MA 01945
 Phone: 781- 586-9670/Fax: 781-586-9667
 E-Mail: Chaven2671@comcast.net

Experience

Mr. Haven had been appraising residential, commercial and industrial properties located in Massachusetts and New Hampshire since 1978. Types of assignments undertaken include apartment complexes, condominium developments, residential subdivisions, industrial facilities, shopping centers, office buildings, restaurants, nursing homes, and special purpose properties. Additional appraisal experience includes valuation in eminent domain, tax abatement and other litigation proceedings.

Employment

- Patriot Properties, Inc., Lynn, MA - July 1996 to Present
- Property Financial Appraisal Services, Gloucester, MA - January 1985 to June 1996.
Staff fee appraiser
- Municipal Management Consultants, Chelmsford, MA January, 1978 to January 1985.
Staff appraiser

State Certification

Certified General Appraiser – MA - #1252/Expires March 23, 2016

Certified General Appraiser – NH - #768/Expires March 30, 2016

Professional Affiliations

MAI and SRA Designations from the Appraisal Institute - MAI Member Number 10990

Real Estate Appraisal Education - 1995 to Present

Standards of Professional Practice	Appraisal of Nursing Homes
Business Practices and Ethics	Course 800 -Separating Real and Personal Property from intangible Business Assets
Eminent Domain and Condemnation Appraising	Course 550- Advanced Applications
Partial Interest Valuation	Supporting Capitalization Rates
USPAP – Yearly updates	
Attacking and Defending an Appraisal in Litigation	Appraising From Blueprints and Specifications
Affordable Housing Valuation	Dynamics of Office Building Valuation
Advanced Sales Comparison Approach	Advanced Sales Comparison Approach
Course 202 Income Property Valuation	Small Hotel/Motel Valuation
General Applications	Appraisal Review Seminar
Appraising Easements	Appraising Hotels

Real Estate Appraisal Education Continued

Report Writing Case Studies
Course 833 – Fundamentals of Separating Real
Property and Intangible Assets

Litigation Skills for the Appraiser
Marketability Studies: Advanced Considerations
and Applications

Qualified as an Expert Witness

Massachusetts State and Federal Courts
Massachusetts Appellate Tax Board
New Hampshire Superior Court
New Hampshire Board of Land and Tax Appeal

Partial List of Significant Valuation Assignments

- 18-hole golf course Haverhill MA
- ±80,000 square foot tennis and health club, Manchester-by-the Sea, MA
- 30,000 SF Class A office building, Beverly, MA
- 229 bed hospital, Methuen, MA
- ±168,000 SF community shopping center, Milford, MA
- 500 seat function facility, Windham, NH
- ±100,000 square foot office building, Salem, MA
- ±200,000 square foot office park, Wakefield, MA
- 260 unit apartment complex, Milford, MA



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

file days
10

16.1

~~ORDERED:~~

MUNICIPAL ORDINANCE

CHAPTER 249

AN ORDINANCE RELATING TO THE FEE FOR CONNECTION OF NEW SEWER SERVICES

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill Chapter 249, as amended, be further amended by deleting Section 249-5B in its entirety and inserting the following in place thereof:

§ 249-5 Fee for connection of new sewer services.

- B. For nonresidential users and multifamily dwellings, the number of units shall be calculated by dividing the design flow by 330 gallons per day (gpd) which is the flow generated by a hypothetical three-bedroom single family residence. The design flow for nonresidential and multifamily dwellings shall be determined using the sewer system flow design values found in the most current version of Title IV of the State Environmental Code (310 CMR 15.000).

APPROVED AS TO LEGALITY



City Solicitor



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

file 10 days
16.2

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 249

AN ORDINANCE RELATING TO COMBINED SEWER OVERFLOW (CSO) FEE

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill Chapter 249, as amended, be further amended by deleting Section 249-20B in its entirety and inserting the following in place thereof:

§ 249-20 Combined Sewer Overflow (CSO) Fee.

- B. For nonresidential users and multifamily dwellings, the number of units shall be calculated by dividing the design flow by 330 gallons per day (gpd) which is the flow generated by a hypothetical three-bedroom single family residence. The design flow for nonresidential and multifamily dwellings shall be determined using the sewer system flow design values found in the most current version of Title IV of the State Environmental Code (310 CMR 15.000).

APPROVED AS TO LEGALITY

City Solicitor



DOCUMENT

*file to days
16.3*

CITY OF HAVERHILL

In Municipal Council

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 250

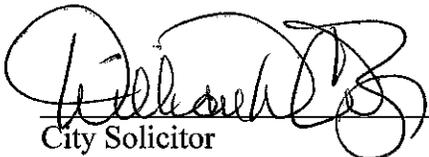
AN ORDINANCE RELATING TO WATER CONNECTION FEES

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill Chapter 250, as amended, be further amended by deleting Section 250-2B(1)(b) in its entirety and inserting the following in place thereof:

§ 250-2B(1) Water service entrance fee.

- (b) For nonresidential users and multifamily dwellings, the number of units shall be calculated by dividing the design flow by 330 gallons per day (gpd) which is the flow generated by a hypothetical three-bedroom single family residence. The design flow for nonresidential and multifamily dwellings shall be determined using the sewer system flow design values found in the most current version of Title IV of the State Environmental Code (310 CMR 15.000).

APPROVED AS TO LEGALITY



City Solicitor



Haverhill

Robert E. Ward, Deputy DPW Director
Water/Wastewater Division
Phone: 978-374-2382 Fax: 978-521-4083
rward@haverhillwater.com

August 19, 2015

To: John A. Michitson, President
and Members of the City Council

From: Robert E. Ward *REW*
Deputy DPW Director

Subject: Proposed Amendments to Chapter 249 and 250 of the City Code

Enclosed for City Council review and approval are proposed City Council Documents to amend §249-5, §249-20, and §250-2 of the City Code.

The proposed amendments change the method for calculating certain water and sewer connection fees for multifamily dwellings. The main reason for the amendments is to establish the design flow for multifamily dwellings based on per bedroom flows and not units. This results in a more equitable method to calculate equivalent units for assessing these connection fees.

I will plan to attend the City Council meeting after the documents have been tabled for 10 days to answer questions.

If you need additional information, please call me at extension 2382 or via e-mail at rward@haverhillwater.com.

Enclosure(s)

Cc: The Honorable James J. Fiorentini
Mayor of Haverhill
William D. Cox, Jr., City Solicitor
William Pillsbury, Planning Director

140/08



DOCUMENT 140/08

CITY OF HAVERHILL

In Municipal Council December 30 2008

*Water/
wastewater*

Backup

ORDERED:

MUNICIPAL ORDINANCE

CHAPTERS 208, 249 and 250

AN ORDINANCE RELATING TO SEWERS, WASTEWATER TREATMENT AND WATER

BE IT ORDAINED by the City Council of the City of Haverhill that Chapters 208, 249 and 250 of the City Code as amended are hereby further amended as follows:

Insert the following paragraph § 208-35B(4).

§ 208.35B. Wastewater discharge permit application.

(4.) Wastewater discharge permit fees	
Sanitary only	\$50
Sanitary with special waste	\$200
Sanitary with process chemical	\$500

Delete § 249-5, § 249-18, § 249-19, § 249-20 in their entirety and insert in place thereof the following:

§ 249-5. Fee for connection of new sewer services.

A fee of \$400 per unit will be charged to connect to the municipal sewerage system. This charge will apply to renovations and new services.

For non-residential uses, the number of units shall be calculated by dividing the design flow by 330 gallons per day (gpd) which is the flow generated by a hypothetical three-bedroom single family residence. The design flow for non-residential users shall be determined using the Sewage System Flow Design flow values found in the most current version of Title 5 of the State Environmental Code (310 CMR 15.000)

§ 249-18. Wastewater laboratory analysis rates.

A. Rates

	<u>Task</u>	<u>Cost/Sample</u>
Inspections		\$ 130.00
Sampling (per sample)		\$ 60.00
Lab Sample Prep		\$ 60.00
pH		\$ 20.00
Metals		\$ 50.00
BOD		\$ 60.00
TSS		\$ 25.00

note Jan 13 2009

COD	\$ 35.00
Toxicity (sour)	\$ 60.00
Bacteria	\$ 25.00
Conductivity	\$ 10.00
Nutrients	\$ 25.00

Backup

The above rates do not include sampling. These rates reflect samples delivered to the Wastewater Treatment Plant.

§ 249-19. Wastewater collection system analysis and wastewater lift station analysis fees.

In any subdivision plan consisting of three (3) or more lots within such subdivision, the Wastewater Department shall require the Owner or Developer of such subdivision to apply for and have performed a Wastewater Collection System Analysis. Application shall be made to the Wastewater Department together with a fee of \$400.00.

In any subdivision plan as outlined above which includes a lift station or requires service by an existing lift station, the Wastewater Department shall require the owner or developer of such subdivision to apply for and have performed a wastewater lift station analysis. Application shall be made to the Wastewater Department together with a fee of \$400.00.

The wastewater collection system analysis and, if required as outlined above, the wastewater lift station analysis will be performed under supervision of the Wastewater Department and the results thereof will be used by the Wastewater Department in its review of the subdivision plan.

In any subdivision plan consisting of fewer than three or a group of contiguous lots, it will be within the sole and exclusive jurisdiction on of the Wastewater Department to require or not require the performance of a wastewater collection system analysis and wastewater lift station analysis.

§ 249-20. Combined Sewer Overflow (CSO) fee.

A fee of \$1,000 per unit for combined sewer overflow (CSO) needs will be charged for each connection to the municipal sewerage system. The fee will be payable at the time of filing for a sewer service application. This fee will apply to all new or rehabilitated buildings on a unit basis including a Form "A" lot.

For non-residential uses, the number of units shall be calculated by dividing the design flow by 330 gallons per day (gpd) which is the flow generated by a hypothetical three-bedroom single family residence. The design flow for non-residential users shall be determined using the Sewage System Flow Design flow values found in the most current version of Title 5 of the State Environmental Code (310 CMR 15.000)

Delete § 250-2, § 250-3, § 250-15, § 250-17, § 250-18 and §250-19 in their entirety, and insert in place thereof the following:

A. Water service fees.

<u>Task</u>	<u>Rate</u>
Chlorination tap	B
Dig & replace curb box	B
Dig & replace gate box	B
Full renewal	B
Main pipe leak	B
Service leak (inside or out)	B
New service complete	B
New service curb to cellar	B
New service main to curb	B
Valve change	B
Tap	B
Punch corporation	B
Discontinue service	B
Re-locate service	B
Renewal main to curb	B
Renewal curb to cellar	B
Service call	B

Backup

NOTES:

- B = \$55 per hour - plumber rate
- \$50 per hour - labor rate
- \$55 per hour - equipment rate and materials

Turn on - new service	\$60
Turn on service	\$42
Turn off service	\$42
Turn off - seasonal service	\$42
Turn on - seasonal service	\$42
Transfer read	\$60
2nd transfer read	\$36
Reseal meter	\$50
Test meter – 1½-inch and smaller	\$60
Insufficient check charge	\$35
Deduct inspection	\$30
Sprinkler application	\$30
Hydrant Flow Test	\$250
Hydrant Permit	\$50 plus metered usage and deposit for meter apparatus
Unauthorized use – 1 st offense	\$150 plus time, materials and estimated water usage
Each subsequent offense	\$250 plus time, materials and estimated water usage
Unauthorized connection – 1 st Offense	\$150 plus time, materials and estimated water usage
Each subsequent offense	\$250 plus time, materials and estimated water usage
Unauthorized meter change-1 st Offense	\$150 plus time, materials and estimated water usage

Backup

Each subsequent offense	\$250 plus time, materials and estimated water usage
Unauthorized meter removal-1 st Offense	\$150 plus time, materials and estimated water usage
Each subsequent offense	\$250 plus time, materials and estimated water usage
Unauthorized hydrant use, 1 st offense	\$150 plus time, materials and estimated water usage
Each subsequent offense	\$250
Unauthorized water service or water main turn on or turn off, - 1 st offense	\$250 plus time, materials and estimated water usage
Each subsequent offense	\$250

B. Other water fees.

A water service entrance fee will be charged to connect to the municipal water system. This charge will apply to renovations and new services.

Size (inches)	Cost
1 inch or smaller	\$400 per unit
1 ½	\$400 per unit
2	\$400 per unit
4	\$400 per unit
6	\$500 per unit
8	\$1,000 per unit
10 and 12	\$1,200 per unit

For non-residential uses, the number of units shall be calculated by dividing the design flow by 330 gallons per day (gpd) which is the flow generated by a hypothetical three-bedroom single family residence. The design flow for non-residential uses shall be determined using the Sewage System Flow Design flow values found in the most current version of Title 5 of the State Environmental Code (310 CMR 15.000).

(2) Main pipe extension fees.

Size	Cost
4-inch main	\$400
6-inch main	\$500
8-inch main	\$1,000
10-inch main	\$12,000
12-inch main	\$12,000

(3) Water service application fees.

Size	Cost
1 inch or smaller	\$120
1 ½-inch	\$400
2-inch	\$600
4-inch	\$800
6-inch	\$1,000
8-inch	\$2,000
10-inch	\$2,400
12-inch	\$2,400

(4) Road replacement		
Type	Measurement	Cost
Without infrared	2 feet per 2 feet by 5 feet	\$12
With infrared	2 feet per 2 feet by 5 feet	\$52
Cement sidewalk	Per square foot	\$25

Backup

(5) Annual Fire service fee		Quarterly Fee
Size		
2-inch		\$400
4-inch		\$500
6-inch		\$600
8-inch		\$720
10-inch		\$960
12-inch		\$1,200

C. Water supply fee.

(1) A water supply fee in the amount stated below shall be paid to connect to the municipal water system. These funds shall be used to defray the cost of maintaining, protecting, improving, developing and expanding the City's water supply system. The fee will be payable at the time of filing for a water service application.

Meter Size	Water Supply Fee
(see exceptions below)	
1 inch and less	\$3,000
1 1/2 - inch	\$4,500
2-inch	\$6,000
3-inch	\$9,000
4-inch	\$12,000
6-inch	\$18,000

(2) A water supply fee for a one-family dwelling located on a single, noncontiguous, Form "A" lot, shall be \$1,000.

(3) A water supply fee for a one unit of a two-family dwelling located on a single, noncontiguous, Form "A" lot, shall be \$1,000. The second unit shall be subject to the fee stated above based on meter size.

D. Plan review.

Definitive subdivision plans, site plans, water main extension plans and other plans submitted more than twice for approval shall reimburse the Water Department \$100 per hour plus any expenses incurred to complete the additional review.

§ 250-3. Water treatment laboratory analysis rate.

Backup

The following laboratory analysis rates will be used by the Haverhill Water Treatment Plant Laboratory.

Analysis	Cost/Sample
Sampling/hourly fee	\$50
New water main chlorination/ disinfection testing	\$150
pH	\$20
Total coliform - P/A	\$20
Total coliform - MF	\$20
Fecal coliform	\$25
Heterotrophic plate count (HPC)	\$30
Metals	\$50
Nitrate nitrogen	\$15
Fluoride	\$20
Turbidity	\$25
Color	\$15
Alkalinity	\$25
Phosphates	\$15
Chlorides	\$15
Sulfates	\$15
Hardness	\$15
Chlorine residual	\$15
Conductivity	\$10

The above rates reflect samples delivered to the Water Treatment Plant. These rates do not include sampling.

B. The Superintendent/Engineer reserves the right to determine if the Water Division will do laboratory testing or sampling on a case-by-case basis. Sampling costs will be billed on a site-by-site basis. Sampling costs will include hourly rates, benefits, equipment cost, etc.

§ 250-15. Cross Connection Program Fees and charges.

A. Schedule

Task	Rate
Backflow initial test – commercial	\$85
Backflow initial test – residential	\$35
Backflow service call	\$10 for 2 nd device at same location Time and material basis as defined in § 250-2 \$55 per hour laborer charge No cartage \$65 per hour equipment rate plus materials
Backflow test – commercial	\$85
Backflow test – residential	\$35
	\$10 for 2 nd device at same location



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

16.4
file 10 days

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 36

AN ORDINANCE RELATING TO FEES AND RECEIPTS

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 36, as amended, be and is hereby further amended by adding the following:

“§36-8. Waiver of fees to advance Major Economic Development Projects.

Notwithstanding the provisions of §36-7 or any other provisions of this Code, the Mayor shall have authority to waive certain building permit fees due to the City of Haverhill which are set by order, ordinance or state law to advance major economic development projects within the City of Haverhill. No fees due to the City of Haverhill shall be waived where prohibited by state law. The waiving of any fee by the City Mayor shall be subject to the conditions below:

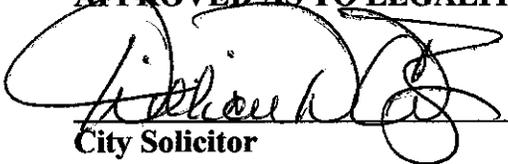
- A. To be considered a major economic development project the project must produce a total development cost in excess of \$30 million dollars, creates no less than 100 new jobs, and results in not less than a twenty-five (25%) percent increase in annual real estate taxes. The project must also use best efforts to hire not less than thirty (30%) percent local residents in the construction of the project which shall be monitored by the Planning and Economic Development Director for performance.**
- B. The total amount of building fees which can be waived on any one project shall not exceed twenty-five (25%) percent of those required to be paid by order, ordinance or state law.**
- C. The applicant shall provide the City with detailed evidence to support and confirm that the project is a major economic development project and complies in all regards with the requirements of this section.**

- D. Any qualified major economic development project seeking a waiver of fees or charges shall file a request with the Planning and Economic Development office. The applicant shall provide the name and address of the organization, along with the names of the executive officers. The application shall include the specific fees or charges sought to be waived and a dollar total. The applicant shall provide any documentation or information requested, including but not limited to project and/or organizational financial information.**

Any application to waive fee shall be submitted to the Building Inspector for review and comment.

- E. In the event that the project should at any time cease to be a major economic development project as defined by this section, the reduced fee amount shall immediately be due and payable to the City as if the fees were never waived.”**

APPROVED AS TO LEGALITY


City Solicitor

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

August 21, 2015

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

RE: Waiving Fees – Major Economic Development Projects

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

Enclosed please find an ordinance which will allow for the waiver of certain building permit fees for major economic development projects within the City of Haverhill which are defined as:

- Produce a total development cost in excess of \$30 million dollars
- Creates no less than 100 new jobs
- Results in not less than a twenty-five (25%) percent increase in annual real estate taxes
- Provide for thirty (30%) percent local hires in the construction of the project to be monitored by the Planning and Economic Development Director for performance.

The total amount of building fees that could be waived on any one project will not exceed twenty-five (25%) percent.

In the event that the project should at any time cease to be a major economic development project, the reduced fee amount would immediately be due and payable to the City.

I recommend your approval.

Very truly yours,

James J. Fiorentini,
Mayor

JJF/ah

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. LE PAGE



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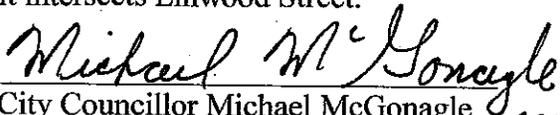
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycnd@cityofhaverhill.com

CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

August 19, 2015

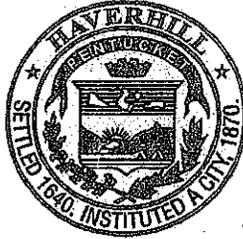
TO: Mr. President and Members of the City Council:

Councillor Michael McGonagle requesting a discussion regarding a request for a stop sign on Judson Street as it intersects Linwood Street and a stop sign on Merrill Street as it intersects Linwood Street.


City Councillor Michael McGonagle

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



20.1

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HAVERHILL, MASSACHUSETTS 01830-5843

MINUTES OF THE NATURAL RESOURCES AND PUBLIC
PROPERTY COMMITTEE MEETING HELD ON AUGUST 12, 2015

A City Council/Natural Resources and Public Property Committee meeting was held on Wednesday, August 12, 2015 at 7:00P.M. in the City Council office, Room #204, City Hall.

Committee Members present: Committee Chairperson William Macek, Councillors Sullivan and LePage.

Attendees: William Pacione, Pamela Pacione, Karen Whittier, Pat Whittier, Mark Palermo, Esther Palermo, Pat Murphy, Robin Murphy

The following item was discussed:

- 1) **Doc. # 55** – Petition from William Pacione requesting to purchase City land abutting his property at Atlanta Street, Book 28842, page 207, Assessor's Map 528, Block 10, Lot 160. *The meeting opened with an overview of the request to purchase city land from William Pacione. Six area neighbors expressed concern as to how the property would be used and some expressed interest to also being bidders on the property, if surplused and forwarded to the Mayor for disposition. A motion was made to send a recommendation to the full Council for the property to be surplused and forwarded to the Mayor for disposition. 3 years – 0 Nays.*

Respectfully submitted,

William J. Macek, Chairperson
Natural Resources and Public Property Committee
Haverhill City Council

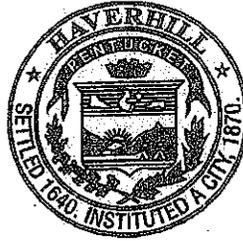
August 17, 2015

WJM/bsa
encl.

c: Mayor James J. Fiorentini
John Michitson, President, Haverhill City Council

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
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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
102-H	Communication from Councillor Macek requesting to propose the establishment of an Adult and Senior Fitness Park	NRPP	10/29/13
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 St. area	Public Safety	6/17/14
55-U	Communication from President Michitson requesting to address comprehensive vision, plan & process – critical information for City Council to determine needs/gaps, solutions and spending priorities for Haverhill	A & F	8/19/14
55-X	Communication from Councillor Sullivan regarding a Jr. Park Ranger Sumer Program	Public Safety	8/19/14
0-Q	Communication from Councillor Daly O'Brien requesting to introduce Tim Coco to discuss City Council audio and remote participation for Council meetings	A & F	4/7/15
55	Petition from William Pacione requesting to purchase City owned land that abuts his property at Atlanta st., Book 28842, page 207, Map 528, Bl. 10, Lot 160	NRPP	4/21/15
10-U	Communication from Councillor Macek requesting to discuss trash pick up for Hales Landing Development off of Old Groveland Rd.	NRPP	4/21/15
58	Ordinance re: Vehicles & Traffic: Amend Ch. 240-108, Article XVI, Parking Fees, Rates & Terms, Central Business District – East Section Only	A & F	5/5/15
58-B	Ordinance re: Vehicles & Traffic: Amend Ch. 240-108, Article XVI, Parking Fees, Rates & Terms, Central Business District – West Section Only	A & F	5/5/15
67	Ordinance re: Peddling and Soliciting – Amend City Code, Ch. 191, Article VII Food Trucks	A & F	5/26/15
74-Q	Communication from Councillor Macek requesting discussion re: exploring various Possibilities for "Expanded Notification" processes for certain matters re: Zoning Changes And Special Permit application.	A & F	7/14/15
14-R	Communication from Councillor Macek requesting to discuss the need for taxi pick up areas.	Public Safety	7/28/15