



CITY OF HAVERHILL  
CITY COUNCIL AGENDA

Tuesday, September 8, 2015 at 7:00 PM  
City Council Chambers, Room 202

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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 Communication from Robert Ward, Deputy DPW Director, requesting to address Council regarding the Purchase of Land Adjacent to 226 Whittier rd for Water Supply Protection *and* Order authorizing Water Dept to purchase and manage this property

4.1.1 ORDER – City of Haverhill Water Dept on behalf of City is authorized to purchase, hold and manage a parcel of land adjacent to 226 Whittier rd

Attachments

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

NO SCHEDULE

6. APPOINTMENTS

Confirming Appointments

NO SCHEDULE

Non-confirming Appointment

*Hunking Middle School Building Committee*

Chuck Benevento (voting member)

Attachment

Resignations:

NO SCHEDULE

7. PETITIONS:

7.1 Petitions from City Engineer John Pettis, for City of Haverhill, requesting the Acceptance of the following streets as Public Ways:

*Mayflower Lane*

*Hammond Farm Road*

*Ruth Circle*

*Old Yankee Road*

*Crystal Court*

Refer to Planning Board &  
Council Hearings Nov 10<sup>th</sup>

Attachments

8. APPLICATIONS/HANDICAP PARKING SIGNS

9. ONE DAY LIQUOR LICENSES

NO SCHEDULE



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10. APPLICATIONS FOR PERMIT

10.1 *Bob Laprel Road Race*; from Brendan Laprel to start at Haverhill High School; Sunday, September 20th; 10 am to 11:30 AM

*Has Police approval*

Attachment

11. TAG DAYS

11.1 *Haverhill Elite AAU Basketball*

November 14 & 15

Attachment

12. ANNUAL LICENSE RENEWALS:

ROLLER SKATING RINK

*Skateland* Marc Pyche 19 Railroad av

Sunday Skating

*Skateland* 36 Sundays

POOL TABLES

NO SCHEDULE

Attachments

BOWLING

NO SCHEDULE

Sunday Bowling

NO SCHEDULE

BUY & SELL SECOND HAND CLOTHING

NO SCHEDULE

BUY & SELL SECOND HAND ARTICLES

NO SCHEDULE

JUNK DEALER

NO SCHEDULE

BUY & SELL OLD GOLD

PAWNBROKER

LIMOUSINES

NO SCHEDULE

13. HAWKER/PEDDLER:

NO SCHEDULE



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14. DRAINLAYER 2015 LICENSE:

Document 73-J

Barry Dobeck  
David Deloury

Attachments

14B. HEARINGS AND RELATED ORDERS:

14.1 Document 82; Petition from City Engineer John Pettis requesting that *deeded parcels be accepted* and that *Bryant Avenue* be accepted as a Public Way

14.1.1 Document 82-B; Order – Deeded parcels be accepted and Bryant Avenue be accepted as a Public Way

*Favorable recommendation from Planning Board and Planning Director William Pillsbury*

Attachments

15. MOTIONS AND ORDERS:

15.1 Order – Transfer \$27,785.71 from *Insurance Proceeds >\$20,000* to the Capital Account, *School Building Repair* to repair water damage at Whittier School covered by insurance proceeds Attachment

16. ORDINANCES (FILE 10 DAYS).

16.1 Ordinance re: Vehicles and Traffic; Amend City Code, Chapter 240, Section 85, Schedule B: Parking Restrictions & Prohibitions; Orchard Street

16.2 Ordinance re: Boards and Commissions; Amend City Code Chapter 11, Article XIV: Central Business District Parking Commission

File 10 days

File 10 days

17 UNFINISHED BUSINESS OF PRECEDING MEETINGS:

17.1 Document 2-J: Ordinance re: Salaries – Highway/Park Dept

17.2 Document 109: Ordinance re: the Fee for Connection of New Sewer Services: Amend Haverhill Chapter 249-5B

17.3 Document 109-B: Ordinance re: Combined Sewer Overflow (CSO) Fee: Amend Haverhill Chapter 249-20B

17.4 Document 110: 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*

*All Ordinances filed August 26 2015*

Attachments



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17.5 Document 111: 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  
Filed August 26 2015*

Attachment

17B MONTHLY REPORTS

Abatement report from Board of Assessors for month of August 2015

Attachment

18 COMMUNICATIONS FROM COUNCILLORS

18.1 Communication from President Michitson requesting a discussion regarding possible experimental Verizon 10-gigabit Internet service for Haverhill

Attachment

19 RESOLUTIONS AND PROCLAMATIONS

NO SCHEDULE

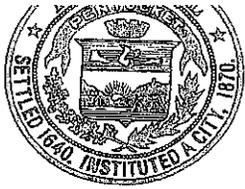
20 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

20.1 Councillor LePage submits Minutes of the Administration & Finance Committee meeting held August 26<sup>th</sup>

Attachment

21 DOCUMENTS REFERRED TO COMMITTEE STUDY

22 ADJOURN



# Haverhill

Robert E. Ward, Deputy DPW Director  
Water/Wastewater Division  
Phone: 978-374-2382 Fax: 978-521-4083  
rward@haverhillwater.com

September 3, 2015

41

To: John A. Michitson, President  
and Members of the City Council

From: Robert E. Ward *REW*  
Deputy DPW Director

Subject: Purchase of Land Adjacent to 226 Whittier Road for Water Supply Protection

Enclosed for City Council review and consideration is an Order along with supporting information to purchase a parcel of land adjacent to 226 Whittier Road (Map 464, Block 2, Lot 2) in Haverhill for the purpose of drinking water supply protection and conservation.

I will be attending the City Council meeting on September 8<sup>th</sup> to answer questions. If you need additional information, please call me at (978) 374 2383 or email.

Enclosure(s)

Cc: The Honorable James J. Fiorentini  
Mayor of Haverhill  
William D. Cox, Jr., City Solicitor  
Michael Stankovich, Director of Public Works



# Haverhill

Robert E. Ward, Deputy DPW Director  
Water/Wastewater Division  
Phone: 978-374-2382 Fax: 978-521-4083  
rward@haverhillwater.com

September 2, 2015

To: The Honorable James J. Fiorentini  
Mayor of Haverhill

From: Robert E. Ward *REW*  
Deputy DPW Director

Subject: Purchase of Land Adjacent to 226 Whittier Road for Water Supply Protection

Enclosed is a City Council order authorizing the purchase a parcel of land (Map 464, Block 2, Lot 2) adjacent to 226 Whittier Road, Haverhill, MA for the sum of \$200,000 for the purpose of water supply protection. Attached are documents relative to purchasing this parcel.

The location of this property makes this an important parcel for water supply protection. The 33.4 acre parcel is located entirely within the watershed of Millvale Reservoir and runs along the East Meadow River for approximately 1,000 feet. The East Meadow River is the main feed to Millvale Reservoir, which supplies up to 70+ percent of Haverhill's drinking water. Water is pumped from Millvale Reservoir to Kenoza Lake.

The Water Department was contacted last year by Essex County Greenbelt Association (ECGA) to discuss the possibility of purchasing the parcel after the property owner contacted Greenbelt in May 2014 inquiring about options to preserve their land. In February 2015, Greenbelt secured an Option Agreement with the owners to acquire the parcel. ECGA's intent is to assign the Option Agreement to the City of Haverhill for acquisition of the property for permanent protection for water supply and conservation purposes.

Although not a condition of the assignment of the Option Agreement, ESGA has requested the City grant them a Conservation Restriction (attached). The order authorizing the purchase also includes language for approving the conservation restriction.

Our intent, if authorized, is to submit an application for a grant under the Massachusetts Executive Office of Energy & Environmental Affairs (EEA) Drinking Water Supply Protection Grant Program. The program funds up to 50 percent of the cost to purchase water supply land. Applications are due September 30, 2015 and require "*Authorization to acquire the property, expend funds, and accept the grant award, through a town meeting or city council vote.*" The FY16 budget includes the full purchase price of \$200,000. Whether or not the City is awarded the grant, we feel the City should purchase the property.

While the primary purpose of this grant is to protect public drinking water supplies, property acquired with the help of funds from this program must be open to the public for appropriate passive recreational use such as hiking, hunting, Nordic skiing, wildlife viewing, educational programs, and sustainable timber management under an approved forest management plan. Also, any property acquired with EEA grant assistance becomes permanently protected open space in accordance with M.G.L. Chapter 40, § 38, 39B, 41 and 15B, and Article 97 of the Amendments to the Massachusetts Constitution.

With your approval, I will submit the Order to the City Clerk for the September 8<sup>th</sup> City Council Meeting. I will plan on attending the meeting.

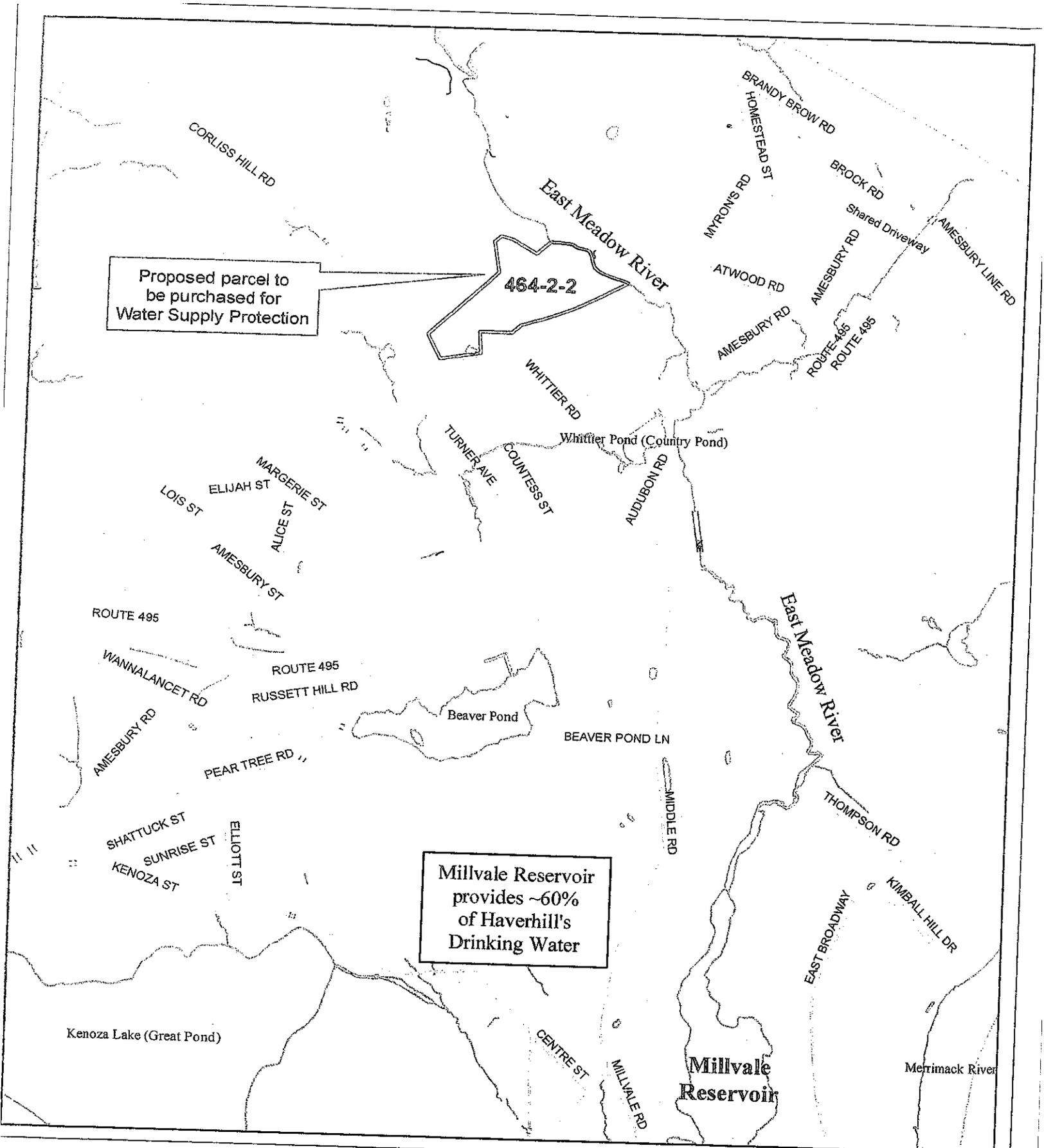
If you need additional information, please call me at (978) 374-2382.

cc: Mike Stankovich, DPW Director (memo only)  
William D. Cox, Jr., City Solicitor (memo only)  
Charles Benevento, City Auditor/Finance Director (memo only)  
John D'Aoust, WTP Plant Manager (memo only)  
Vanessa Johnson, ECGA (memo only)

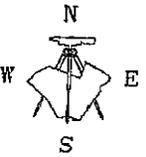
## List of Attachments

Proposed purchase of land adjacent to 226 Whittier Road (Map 464, Block 2, Lot 2)

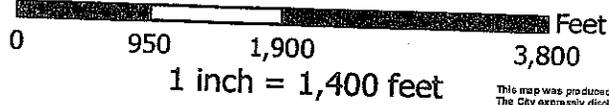
1. Proposed Order to purchase parcel
2. Map showing the location of the parcel
3. Project description
4. Recommendation letter to purchase parcel
5. Survey plan
6. EEA Drinking Water Supply Protection Grant Posting
7. Option to purchase agreement between property owner and Essex County Greenbelt Association
8. Essex County Greenbelt Association (ECGA) Conservation Restriction



### Seaver Parcel



City Of Haverhill, MA  
 Engineering --- Division  
 Date produced: 08/18/2015



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

## PROJECT DESCRIPTION – Seaver Acquisition, Haverhill

### Introduction

Richard Seaver contacted Essex County Greenbelt Association in May 2014 inquiring about options to preserve their land. In February 2015, Greenbelt secured an Option Agreement with Richard and Arnold to acquire 33.4 acres surrounding their home. Greenbelt's intent is to assign the Option Agreement to the City of Haverhill for acquisition of the property for permanent protection for water supply and conservation purposes.

Sadly and unexpectedly, earlier this summer Richard Seaver passed away, leaving his brother, Arnold, as the sole heir and owner of their land. It is Arnold's wish that the property be preserved in his brother's memory, so that they may both be assured of leaving an enduring legacy of conservation for this land.

### Property Characteristics and Value for Water Supply

- Approximately 1,000 feet of the East Meadow River flows through the property. The East Meadow River is the source for the Millvale Reservoir, which supplies the City of Haverhill with 70% of its drinking water. The property contains at least 10 acres of wetlands and riparian area associated with the river.
- The entire property is mapped by the DEP as Surface / Public Water Supply Watershed. Over 5 acres is mapped as Zone A Drinking Water Supply Area, and the remainder is mapped entirely as Zone C Drinking Water Supply Area.
- The property is within an area designated "Potable Water Supply Watershed" by the City. Water is pumped from the Millvale Reservoir to Kenoza Lake, where a water treatment facility is located for the distribution of water to Haverhill residents.
- Over 95% of the subject property (approximately 32.5 acres) is mapped as Priority and Estimated Habitat for Rare Species by the Natural Heritage Endangered Species Program, and as Core Habitat for Species of Conservation Concern in the BioMap 2 report. Blandings Turtle is known to exist north of Brandy Brow Road, in close proximity to the property. Over 10 acres of wetlands and riparian area provide high-quality habitat for a number of other wetland-dependent flora and fauna.
- Approximately 2/3 of the property (at least 20 acres) are mapped within the top 50% of lands in the Commonwealth with the highest ecological integrity (IEI) by the Landscape Ecology Program at the University of Massachusetts Conservation Assessment and Prioritization Program (CAPS).
- Preservation of prime or important forested soils and working forest lands. Nearly 2/3 of the property (19.7 +/- acres) is mapped as "Prime Forestland of Statewide Importance."

### How this project promotes water conservation, resource planning, & existing management measures:

The Seaver property is a key parcel contiguous to 457 acres of City-owned and managed watershed lands for the Millvale Reservoir. Its protection will further secure the ecological integrity and robust landscape connectivity of this area, as well as further protection of this critical water supply for the City.

The City's acquisition of the Seaver property for conservation and water supply purposes will further Goal 6 of Haverhill's 2008 Open Space and Recreation Plan, "Improve the City's acquisition and protection of lands of open space and recreation interest", specifically Objective C, "Improve protection of watershed lands through regulation and acquisition," and Objective D, "Improve creation, continuity, and protection of greenbelt corridors."

The subject property is located within the Watershed Protection Overlay District, which is defined in the Zoning Ordinance as including "all lands within the City of Haverhill lying within the primary and secondary recharge areas of groundwater aquifers and watershed areas of reservoirs which now or in the future provide public water supply. . ." The District was established to protect, preserve and maintain the existing and

potential water supply and groundwater recharge areas within Haverhill. Acquisition of the Seaver property by the Water Department will ensure permanent protection of these lands for the City's primary water supply source, the Millvale Reservoir.

#### **Threat of Development to the Property**

The development threat to the property is high. According to the City's 2008 Open Space and Recreation Plan, "Haverhill has experienced explosive growth in the last 25 years." The land is located in a rural residential neighborhood for Haverhill, yet is in close proximity to I-495. Haverhill has a commuter rail line to Boston. This, combined with affordable housing prices compared to the Boston area mean that housing pressure will only increase. According to the property appraisal, the highest & best use is two estate lots; the appraisal also determined that a 7-lot "cluster" subdivision was also feasible under current regulations. Either scenario would place residential development within close proximity to the East Meadow River, adversely impacting water quality through the deforestation, lawns and impervious surfaces associated with residential development. Further, the current property owner is elderly with no heirs; if the property is not acquired for conservation purposes, it will be sold for development.

#### **Proposed Uses**

The property will be maintained as open space and preserved for conservation, passive recreation, and water supply purposes.

#### **Types of Passive Public Recreation to be Permitted**

The property is in close proximity to the urbanized center of the City of Haverhill, which is mapped an Environmental Justice population area. As for all of Haverhill's Watershed lands, the property will be free and open to the public for passive, non-motorized recreational uses and hunting.

#### **Plans for property management and vegetative cover**

The property harbors mature stands of hickory, oak, and maple trees, as well as sizable white pines, with few invasive species evident. According to the 2011 Forest Management Plan for the surrounding watershed lands, the primary management objective of this area is to preserve, maintain and improve water quality as a public water resource supply for the residents of Haverhill. Timber resource management of this area is aimed at enhancing the quality of timber resources while improving wildlife habitat and aesthetics.

#### **Arrangements with any project partners**

Essex County Greenbelt currently holds an Option Agreement to acquire the property. Greenbelt intends to assign the Option Agreement to the City of Haverhill for acquisition for conservation and water supply purposes after the City has obtains all necessary approvals and after the City has been notified of a DWSP grant award and signed all necessary grant agreements with EEA.

#### **Project Timeline**

February 2015: Greenbelt secures Option Agreement (expires 2/29/2016) – DONE.  
Spring 2015: Title Examination & Appraisal – DONE.  
Early September 2015: Secure City approvals for acquisition of Seaver property.  
September 30, 2015: Submit EEA DWSP grant  
Late January 2016: Greenbelt assigns Option Agreement to City; City acquires property.

September 1, 2015

Mr. John D'Aoust, Treatment Plan Manager  
Kenoza Lake Water Treatment Plant  
131 Amesbury Road  
Haverhill, MA 01830

Re: Parcel Acquisition

Dear John;

As requested, we have reviewed the Seaver parcel located within the Millvale Reservoir Watershed. It is our understanding that the Water Department is interested in the purchase of the property for water supply protection.

Our review of the property concluded that approximately 1,000 feet of the northeastern boundary of the property borders the East Meadow River; a tributary to the Millvale Reservoir. The Millvale Reservoir and its watershed is the largest contributor to the City's potable drinking water supply. In addition, a portion of the property is within the Zone A watershed boundary which is the most sensitive area within a watershed which contributes to a drinking water supply.

The use and development of land within a watershed can affect the quality of contributing streams that flow into the reservoirs. The best practice for limiting potential water quality issues is to preserve a buffer zone beside open water by owning and/or controlling those lands and uses on the lands within the watershed.

Based on our review, it is Wright-Pierce's opinion that the acquisition of this parcel would be valuable for continued water supply protection of Millvale Reservoir by the Water Department. We urge the City to acquire this parcel for the long-term protection of the drinking water supply.

Please feel free to contact me directly at 207.523.1403 should you have any questions or require further information.

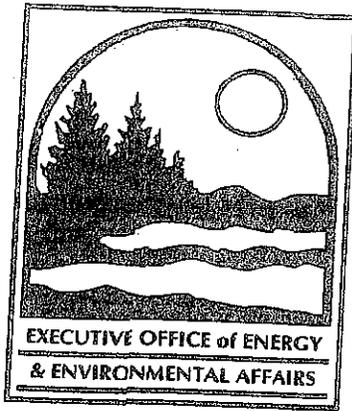
Sincerely,

WRIGHT-PIERCE



Robert J. Williamson, P.E.  
Senior Project Manager





EXECUTIVE OFFICE OF ENERGY &  
ENVIRONMENTAL AFFAIRS  
Matthew A. Beaton, Secretary  
Grant Announcement

BID ENV 16 DCS 04  
Posting Date: June 2, 2015

Drinking Water Supply Protection Grant  
FY 2016

## 1. GRANT OPPORTUNITY SUMMARY:

**A. PROPOSALS SOUGHT FOR:** Financial assistance for the purchase of land in existing Department of Environmental Protection (DEP)-approved drinking water supply protection areas, or land in estimated protection areas of identified and planned future water supply wells or intakes, or land identified and planned to be used for groundwater recharge to an aquifer.

**B. OVERVIEW AND GOALS:** The Executive Office of Energy and Environmental Affairs (EEA) protects, conserves, and restores the natural resources of the Commonwealth. To fulfill this mission, Matthew A. Beaton, Secretary of EEA, announces the Fiscal Year (FY) 2016 Drinking Water Supply Protection (DWSP) Grant Program. This grant provides funds to assist in protecting and conserving the quality and quantity of public drinking water supply sources in the Commonwealth. This is a reimbursement program.

**C. ELIGIBLE PROJECTS:**

- 1) Purchase of land in fee
- 2) Purchase of a Conservation Restriction (CR)
- 3) Purchase of a Watershed Preservation Restriction (WPR)

See further detail on eligible projects in section 2B.

**D. ELIGIBLE APPLICANTS:** This BID is open to municipalities, water districts, and non-profit public water systems (PWSs) authorized by the Commonwealth to provide drinking water to the public. See further detail on eligible applicants in section 2A.

**E. APPLICATION DEADLINE:** **Wednesday, September 30, 2015 at 3:00 pm**  
See further detail on deadlines and grant program calendar in section 4.

**F. FUNDING AVAILABILITY:** Maximum reimbursement available: \$350,000.  
See further detail on funding availability in section 2E.

**G. BUDGET REQUIREMENT:** Applicants selected to receive grant funding must show authorization to expend funds equal to the total project amount, and to accept the grant award. They must show the use of funds from non-state sources. Only approved project costs incurred within the contract period will be eligible to receive reimbursement. See further detail on budget requirement in section 2F.

**H. TOTAL ANTICIPATED DURATION OF CONTRACT(S):** The contract period will begin on the date that EEA signs the contract. Contracts issued pursuant to this BID must purchase the property and expend 100%

of the approved project costs on or before the end of the fiscal year (June 30, 2016 for FY2016 awards; June 30, 2017 for FY2017 awards) to be eligible for reimbursement. See further detail on anticipated duration of contract(s) in section 2F.

**I. REGULATIONS, STATUTES, OR AUTHORIZATION GOVERNING THIS GRANT PROGRAM:** This BID is issued according to M.G.L. c. 40, §39B and 41. It is funded through Chapter 312 of the Acts of 2008, § 2A, 2200-7017. All properties for which grant assistance is provided will become protected open space under Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, dedicated to water supply protection and land conservation. This program provides funding for acquisitions of interests in land only; funding through the DWSP program does not replace or constitute approval of any proposed development of new drinking water sources or groundwater recharge or wastewater discharge. Applicants must adhere to all relevant DEP regulations and approval processes.

**J. CONTACT INFORMATION:**

Melissa Cryan  
Executive Office of Energy and Environmental Affairs  
100 Cambridge Street – Suite 900  
Boston, MA 02114  
617-626-1171  
melissa.cryan@state.ma.us

## 2. Performance and Contract Specifications

### A. ELIGIBLE APPLICANTS:

Municipalities, water districts, and non-profit public water systems (PWS). The Massachusetts Water Resources Authority and state agencies are not eligible for funding.

**Applicants must have:**

1. **Authorization to acquire the property**, expend funds, and accept the grant award, through a town meeting or city council vote, or through a vote of a Board of Water Commissioners, or Selectboard acting as such.  
The vote must identify the specific parcel to be acquired and contain authorization to seek funding under the DWSP grant (Chapter 312 of the Acts of 2008, § 2A, 2200-7017), and to enter into any contracts for the project, as well as permit the conveyance of a conservation restriction (CR) if a CR is applicable to the project, or conveyance of a license for maintenance or other compatible property use. It is not advisable to restrict the vote to a specific dollar amount of state funding or property acreage, as these may change. The Water Department (or Board of Selectmen/City Council authorized as such under M.G.L. c. 40, §39A) must be designated to hold and manage the property for water supply protection and land conservation purposes under M.G.L. c. 40, §39B and 41, and Article 97 of the Amendments to the Massachusetts Constitution. The vote may be contingent upon receiving grant funding.
2. **Department of Environmental Protection (DEP) approval** of the acquisition of land for public drinking water supply purposes. A DWSP grant award constitutes preliminary DEP approval to acquire the property, however, it must be finalized through a public hearing at a DEP regional office. Details are available at <http://www.mass.gov/eea/agencies/massdep/service/approvals/brp-ws-26.html>.

The following is a summary of the steps:

1. Grantee submits a Permit Application (form BRP WS-26) for Land Acquisition and requests a public hearing date.
2. DEP schedules a public hearing in the appropriate regional office and provides grantee with public hearing instructions. \*
3. Grantee notifies abutters and places a public notice in the newspaper.
4. Grantee submits draft documents and proof of abutter notification to DEP.
5. Public hearing is held at DEP regional office.
6. DEP issues Grantee a final approval letter.

Further, open space protection may qualify as mitigation for increased water withdrawal under the Sustainable Water Management Initiative framework (<http://www.mass.gov/dep/water/resources/swmi.htm>), and as regulated by the MA Water Management Act. Care should be taken to understand the implications any anticipated additional withdrawals from the subwatershed may have under the framework.

3. **No unresolved protected open space conversion issues** with EEA (see EEA Article 97 Disposition Policy at: <http://www.mass.gov/eea/agencies/mepa/about-mepa/eea-policies/eea-article-97-land-disposition-policy.html>).
4. **No current enforcement orders** or orders of non-compliance related to land protection or management. Applicants with outstanding enforcement orders may receive grant awards, with payment contingent upon their satisfactory resolution, at the sole discretion of EEA.

## B. ELIGIBLE PROJECT(S)/SCOPE(S) OF WORK:

EEA seeks to further the conservation of lands contributing to and protective of drinking water supplies within the Commonwealth. Applications may be to purchase land in fee simple or a Conservation Restriction (CR) or Watershed Preservation Restriction (WPR). All applicants must specify whether their proposed acquisition will protect an existing well or intake, a planned new well or intake, or will be used for groundwater recharge.

### The Property must:

1. **Be primarily located in an appropriate area to achieve stated objectives.** This requirement is met in different ways depending upon whether the project is to protect an existing well or intake, a planned future well or intake, or a groundwater recharge area.
  - a. **Projects to protect existing wells or intakes:** Fifty percent (50%) or more of the parcel(s) to be acquired must be located in a DEP-approved Zone I, II, or III (groundwater) or Interim Wellhead Protection Area (IWPA), or Zone A, B or C (surface water). Properties to protect groundwater that contain more than 50% Zone II will be viewed most favorably. Applicants may use the Water Supply Protection Areas available from MassGIS or use the online map located here: <http://maps.massgis.state.ma.us/images/dep/omv/wspviewer.htm>.
  - b. **Projects to protect future wells or intakes:** property must be primarily located within an area identified as of value for anticipated future water supply use through an appropriate process, or that has been tested and included in an application to DEP for a site exam under the new source review approval process. Appropriate planning processes include locally-developed and accepted plans such as: drinking water resource management plan, integrated water resource management plan, wastewater resource management plan, regional watershed



61A or 61B are not classified as permanently protected land and are eligible to receive funding.

4. **Not already be owned by the applicant.** Land already owned by the applicant, regardless of purpose (eg, general municipal land), is not eligible\*. Otherwise eligible land that an applicant purchased prior to receiving an executed contract from EEA is not eligible.

**Additional notes on eligible projects:**

- Multiple applications will be accepted from the same entity. Landholdings that are in a single, contiguous tract may be packaged in the same application. Unrelated, separate landholdings must be submitted as individual applications.
- Municipalities may apply for funds to protect drinking water supply land on behalf of any PWS.
- Municipalities may apply for funds to protect water supply land that is partially or wholly located within another municipality.

**Allowable uses of property acquired with DWSP funds:**

While the primary purpose of this grant is to protect public drinking water supplies, an additional goal of the program is to encourage multiple compatible uses of protected open space. Property acquired with the help of funds from this program must be open to the public for appropriate passive recreational use including hunting, as consistent with applicable federal, state, and local regulations, including 310 CMR 22. The unique characteristics of each property will guide what specific activities are appropriate, but the specific mix of permitted recreational uses will be determined by the grantee, with EEA approval. Public access is not required within Zone I areas or surface waterbodies.

**Permitted uses:** Watershed protection, groundwater recharge, passive recreation, limited forestry and agriculture.

Examples of acceptable non-water supply uses: hiking, hunting, Nordic skiing, wildlife viewing, educational programs, sustainable timber management under an approved forest management plan, haying.

**Prohibited uses:** Active recreation, intensive agriculture, or developed uses; uses prohibited in 310 CMR 22.00.

Examples: athletic fields, motorized vehicles, row crops, feedlots, large-acreage clear-cutting, swimming pools, play structures, golf courses, buildings, etc.

**Article 97 protection:** Any property acquired with EEA grant assistance becomes permanently protected open space, dedicated to water supply protection and land conservation, in accordance with M.G.L. Chapter 40, § 38, 39B, 41 and 15B, and Article 97 of the Amendments to the Massachusetts Constitution. This must be stated in the deed. Property interests must be placed under the control of the applicant's Board of Water Commissioners (or Board of Selectmen authorized as such); properties acquired by private water suppliers must be subject to a conservation restriction held by an eligible government entity. The property may not be sold, disposed of, altered, or subject to a change in use without the prior approval of the Secretary of EEA, both houses of the Massachusetts Legislature, and the Governor, and appropriate mitigation.

**Previously developed land and brownfields:**

Communities may receive DSWP funding to acquire property that requires removal of buildings or impervious surfaces, remediation, or other environmental restoration, and are encouraged to submit

applications for such projects. Properties must be adequately remediated prior to final reimbursement. This requires careful planning and timely action on the part of the applicant.

A brownfield is a property where real or perceived environmental contamination complicates redevelopment or reuse efforts. These properties are typically abandoned or underutilized commercial or industrial sites, although other lands may also be brownfields. Often, these sites have been reported to the DEP because contamination has been found (search sites at <http://public.dep.state.ma.us/SearchableSites2/Search.aspx>). In other cases, sites may not have been assessed due to insufficient resources or fear of liability for possible contaminants.

Developed, previously developed, or brownfield sites which will be remediated and restored as part of the project are eligible for acquisition under the DWSP grant program. To receive funding, the applicant must:

1. If the site has been reported to MassDEP under M.G.L. c. 21E, include in the application a copy of the most recent environmental site assessment report (Massachusetts Contingency Plan (MCP) Phase I or Phase II). These reports are available online and/or are on file with the appropriate MassDEP regional office (see: <http://www.mass.gov/dep/about/regional.htm>). If the site has not been reported to MassDEP, the most recent ASTM Phase I or II site assessment report may be substituted. Applications to acquire properties for which no report is available will be accepted, however, no contract will be awarded until a report has been provided to EEA.
2. Demonstrate their ability to complete any remaining required environmental response actions through the submission of a budget outlining sources of assessment/remediation funding and a timeline for completion. If another liable party (e.g., the current owner or a causally responsible party) will be completing any required response actions after the property is transferred, include any legal agreements to that effect. If selected to receive funding, the applicant must submit a site-specific environmental cost estimate (or MCP Phase III Completion Report including a cost estimate) from a Massachusetts Licensed Site Professional (see <http://public.dep.state.ma.us/LSP/lspsearch.htm> for a list of LSPs).
3. Prior to reimbursement, grant Awardee must ensure that the site achieves closure under 21E through either a Response Action Outcome (RAO) or Remedy Operation Status (REMOPS). Site closure must precede opening the property to the public. (For text of M.G.L. 21E legislation, see: <http://www.mass.gov/legis/laws/mgl/gl-21e-toc.htm>). Remediation must be appropriate for the intended conservation and/or passive recreational use as described in the Project Narrative.
4. Submit a copy of all Activity and Use Limitation (AUL) deed clauses with the RAO. AULs can indefinitely exclude certain land uses based on the level of cleanup attained at a site or portion of a site. If there are AULs associated with the site, the management plan must demonstrate that it accommodates them without significantly compromising public access.
5. **Remediation MUST be completed to the full satisfaction of EEA and DEP.**

Assessment, demolition, and remediation costs are eligible for limited reimbursement (up to \$15,000) under the DWSP grant program. More information on brownfields, state and federal brownfields grant and loan programs and liability protection is available from DEP at:

<http://www.mass.gov/dep/cleanup/brownfie.htm>.

EEA is committed to working with grant awardees whose projects include remediation and restoration, and will strive to assist and accommodate awardees with particularly complex or challenging projects, however, EEA reserves the right to withhold reimbursement where site remediation is unsatisfactory.

### C. APPRAISAL REPORTS:

Applications must include the appropriate type of appraisal. Appraisals must be dated no earlier than one year prior to the grant application deadline. The Applicant or one of the Applicant's project partners must be the

client for the appraisal; the owner of the property cannot be the client. All appraisal reports must be prepared in accordance with the EEA Specifications for Analytical Narrative Appraisal Reports. See the Division of Conservation Services website for detailed Appraisal Report Specifications at [www.mass.gov/eea/dcs-grants](http://www.mass.gov/eea/dcs-grants).

1. **Parcels with an estimated value of under \$40,000:**  
One certified appraisal report, restricted appraisal report, or contracted realtor's market analysis.
2. **Parcels with an estimated value of between \$40,000 and \$99,999:**  
One certified appraisal report or restricted appraisal report.
3. **Parcels with an estimated value of between \$100,000 and \$1,000,000:**  
One certified appraisal report.
4. **Parcels with an estimated total value of over \$1,000,000:**  
One certified appraisal report. Applicants are strongly encouraged to obtain a second appraisal report or review appraisal.

EEA reserves the right to request additional or review appraisals, as it deems necessary.

#### **D. EVALUATION CRITERIA:**

Each application will be scored using the criteria below. See the full application in Attachment A for more detailed description.

- **Project quality – 74 points**
- **Resource management – 18 points**
- **Demographics – 8 points**

This program encourages the completion of projects to serve Environmental Justice populations, to help address the disproportionate share of environmental burdens borne by lower-income and racial minority communities. In Massachusetts, Environmental Justice populations are defined as neighborhoods that meet one or more of the following criteria:

- Block group whose annual median household income is equal to or less than 65 percent of the statewide median (\$62,072 in 2010); or
- 25% or more of the residents identifying as minority; or
- 25% or more of the residents are lacking English language proficiency (refers to households that do not have an adult proficient in English).

More information, including a list of communities and maps, can be found at:

<http://www.mass.gov/eea/grants-and-tech-assistance/environmental-justice-policy.html>

A project Selection Committee composed of EEA and DEP staff members will review all applications, conduct site visits, and make funding recommendations.

#### **E. FUNDING AVAILABILITY, BUDGETING GUIDELINES & ALLOWABLE EXPENDITURES:**

Reimbursement rate: 50% of the total approved project cost  
Maximum award amount: \$350,000

Applicants must submit the appropriate type of appraisal(s) (see Section 2C), provide an itemized budget estimate, and a specific grant request. The maximum award for any single project may be increased at the discretion of the Secretary. Only expenditures for eligible items made within a grant recipient's contract period will be reimbursed.

<b>Eligible project costs:</b>	
Property acquisition	Recording fees
Title research and certification	Survey or plan of land
Baseline Documentation Report & Land Management Plan (up to \$3,000)	21E compliance, brownfield cleanup, or demolition costs (up to \$15,000)
Expenditures must be incurred and paid within contract period.	
<b>Ineligible project costs:</b>	
Staff salaries	Equipment or goods
Legal fees other than title research & certification	Appraisal
Application preparation and submission costs	Other items as determined by EEA
Buildings, pumps, or other infrastructure	

All contracts shall be subject to available funding, whether through the appropriation and authorization of sufficient funds or the receipt of sufficient revenues. If available funding ceases for any reason, a contract shall be deemed under suspension and contract performance must halt. A contractor will not be entitled to compensation for any performance provided during the period of contract suspension. EEA may lift the suspension if additional funding is received. In the absence of foreseeable available funding, EEA may terminate the contract.

**F. BUDGET REQUIREMENT:**

Applicants selected to receive grant funding must show the use of funds from non-state sources, such as PWS funds, other grants from private or non-profit foundations, and cash contributions from local partners or individuals. Reimbursement payments are made based on the total amount spent, *as shown by cancelled checks, transfer statements, and Treasurer's statement from the Grantee.* Only expenditures from the contracted grantee's account will be reimbursed. Funds from other state land acquisition grant programs, or the federal Land and Water Conservation Fund (LWCF), may not be paired with this grant. Community Preservation Act (CPA) payments and other federal funds including those administered by state agencies, may be used. Other state funding sources may be used for site remediation, brownfields compliance, well development, and things not eligible for funding from the DWSP grant, may be used. Only those eligible project expenses incurred within the contract period will be considered for reimbursement.

**G. PROJECT TERMS:**

- Ownership and control:** Real property acquisitions resulting from this BID must be held by the municipal water department, water district, public water supplier, or selectboard acting as such.
- Project Agreement:** A DWSP Project Agreement must be recorded and appropriately cross-referenced with all property interests acquired using grant funds.
- Survey:** External property boundaries, and the boundaries of any internal easements or rights-of-way, must have a recent, modern survey. The survey must be recorded and appropriately cross-referenced to the Project Agreement and all property interests acquired using grant funds.

4. **Title:** Applicants selected to receive an award through this program must demonstrate, as a condition of reimbursement payment, that they possess good, clear, marketable title to the interest acquired. Title research should be conducted well in advance of anticipated closing, to allow for resolution of any issues that may arise. Research must be brought up to time of acquisition. Where clear title is unavailable, applicants may acquire the property by a friendly taking (eminent domain) process to clear the title. At the sole discretion of EEA, title insurance may be accepted where title research reveals unresolvable flaws in title.
5. **Public access:** All DWSP grant-funded properties must be open to the general public for appropriate passive recreational uses, including hunting, as consistent with all applicable federal, state, and local regulations.
6. **Baseline Documentation Report and Land Management Plan:** A Baseline Documentation Report and Land Management Plan must be completed for the property prior to reimbursement.
7. **Acknowledgement sign:** A sign acknowledging receipt of public funding through the DWSP Grant Program, and describing the terms of public access, must be installed and maintained in a prominent location on all funded-properties.
8. **Vegetative cover:** Properties must be maintained in a natural vegetated state to the greatest extent possible.
9. **Permanent protection:** Property acquired using DWSP grant funds is permanently protected open space land under Article 97. Conversion to another use or transfer to another ownership is prohibited.

Grantees must abide by the Standard Commonwealth of Massachusetts Terms and Conditions and the EEA Supplemental Terms and Conditions. All contracts are subject to successful negotiation of a Final Scope of Services. EEA does not guarantee that any contracts may result from this BID, or that any particular funding level will be awarded. Property purchased outside of the contract period will not be reimbursed.

**Environmentally Preferable Products and local wood use:** Where building materials are required to meet obligations for signage, access, or to serve any other allowable use, Grantees should seek to minimize the environmental impact of the work and materials (see Executive Order 515, <http://www.mass.gov/courts/docs/lawlib/eo500-599/eo515.pdf>) and to use locally-grown and produced wood products, unless the grantee can demonstrate that wood is not a suitable material, or that Massachusetts grown and manufactured products are not available, or will cost more than 10% more than equivalent products (see M.G.L. C. 7, §23B and M.G.L. C. 30, §4(d)). Where possible, municipalities should use firms that are certified by the Massachusetts Department of Agricultural Resources as part of the Commonwealth Quality Program (see <http://www.mass.gov/agr/cqp/>), which verifies their sustainable practices and that the products are grown and manufactured in Massachusetts.

#### H. ANTICIPATED DURATION OF CONTRACTS:

Contracts for FY16 will be in effect from the date of execution until June 30, 2016. Contracts for FY16 projects will be in effect from the date of execution or July 1, 2015, whichever is later, until June 30, 2016. It is anticipated that projects selected to receive awards for FY16 could commence immediately upon EEA's announcement; projects selected to receive awards for FY17 could begin no earlier than July 1, 2016. The awarded contracts will be reviewed during their course and, upon request by the Grantee (Contractor), may be extended or otherwise amended at the sole discretion of EEA.

#### I. DELIVERABLES, OWNERSHIP, AND CREDIT DUE:

EEA must be notified in advance of, and its representatives must be invited to, any public events sponsored by the grant recipient in celebration of a project that has received a DWSP grant award. Receipt of funding from the DWSP program must be acknowledged in any press issued by the applicant or its partners.

## J. REPORTING:

Grantees are expected to communicate regularly with EEA staff, and must promptly inform EEA of any expected delays or significant complications. No interim reports are required, however, grantees are subject to contract performance review by the EEA grant administrator without advance notice.

## K. INVOICING:

The DWSP program is a **reimbursement** program. Applicants selected to receive grant funding will be required to submit a State Standard Contract, billing forms, and documentation of expenditure. These forms will be sent to Grantees with their contract. See also EEA Supplemental Terms and Conditions.

# 3. Instructions for Application Submission

## A. APPLICATION SUBMISSION:

Applications must be received in hard copy by **3:00 pm, September 30, 2015**. Applications received after the deadline will be rejected. A postmark will not be accepted for verification of date of submission. Applications will not be accepted by fax or email. The outside of the package should be marked BID ENV 16 DCS 04. Applications must contain one original (clearly identified as an original) and one digital submission (on CD, DVD, or flashdrive) to be considered. Printed proposals must be prepared using 12 point font and printed using double-sided format. Please avoid unnecessary documentation. Submit applications to:

Melissa Cryan, Grant Administrator  
RE: ENV 16 DCS 04  
Executive Office of Energy and Environmental Affairs  
100 Cambridge Street – Suite 900  
Boston, MA 02114

*Help reduce waste—print double sided when possible. Use the minimum packaging necessary for good organization.*

## B. REQUIRED DOCUMENTS:

A complete application package includes a completed Application Form and supporting documentation.

Applications should include:

1. Cover letter signed by an authorized signatory for the applicant (eg, Chair of the Selectmen, Mayor), authorizing the project manager to apply for the grant on behalf of the municipality, district, or PWS
2. Application form
3. Project narrative
4. Parcel maps showing the location and context of the project. Applicants may use the Water Supply Protection Areas online map located here:  
<http://maps.massgis.state.ma.us/images/dep/omv/wspviewer.htm>
5. Documentation of the location of the project parcels in water supply protection area:

- Projects to protect existing water supplies: Parcel is located in a DEP-approved drinking water supply protection area or Interim Wellhead Protection Area
  - Projects to protect planned future wells/intakes: Parcel is located in the estimated supply area, as identified through an appropriate planning process (refer to section 2B). Include copies of the relevant parts of the plan
  - Projects to acquire land for planned groundwater recharge sites: Parcel is located in an area identified as suitable for groundwater recharge, and has been designated as a potential recharge site through an appropriate planning process. Include copies of the relevant parts of the plan.
    - Parcel soil type is appropriate for infiltration
    - Estimated travel time to nearest public drinking water supply well
6. Appraisal report(s) (*only one copy required; application copies may include just the appraisal summary letter*)
  7. Conservation Restriction draft (*if applicable*)
  8. Most recent brownfield site assessment MCP Phase I or II, or ASTM Phase I or II (*if applicable*)
  9. Preliminary brownfield remediation plan and timeline (*if applicable*)

See the Application Form for more detail.

### C. DOCUMENTATION REQUIRED IF SELECTED TO RECEIVE FUNDING:

If selected, the Applicant will be required to submit the following forms to receive an executed contract:

- Commonwealth Standard Contract Form
- Commonwealth Standard Terms and Conditions
- Commonwealth Scope and Budget Form
- Completed Contractor Authorized Signatory Listing

Respondents should review the Commonwealth Standard Contract Form, Commonwealth Scope and Budget Form, and Contractor Authorized Signatory Listing.

### D. APPLICATION STEPS AND PROCEDURES:

- 1.
2. **Submit application.**
3. Applicant will be contacted by EEA to schedule a **site inspection**.
4. **Application evaluation:** See Attachment B for rating system.
5. **Awards announced:** Project approval letter, unexecuted Commonwealth Standard Contract Form, and billing forms for approved projects are sent to Participants by EEA. State funds are obligated by the Commonwealth upon execution of contract documents for approved projects. Applicants not selected to receive funding will receive a brief explanation of why the project was rejected.
6. **Conservation Restriction review:** projects that involve a CR or WPR must have a draft CR reviewed by EEA-Division of Conservation Services (DCS). Send draft CRs/WPRs, along with a CR review application form (available on the DCS website: [www.mass.gov/eea/dcs](http://www.mass.gov/eea/dcs)), separately to:

Nicole Sicard  
 Division of Conservation Services  
 Executive Office of Energy & Environmental Affairs  
 100 Cambridge St., Suite 900  
 Boston, MA 02114

7. **Contract execution:** Commonwealth Standard Contract Form is signed by Grantee and returned to EEA. Grantee will be contacted once contract is executed.
8. **Municipal, district, or PWS Board vote** to acquire property.
9. **Survey the property.**
10. **Conduct title research.** Title must be certified up to the point of transfer.
11. **Secure DEP approval of acquisition.**
12. **Follow state procurement law:** Acquisition projects must adhere to the state's procurement laws, M.G.L. c. 30B (Uniform Procurement Act). DWSP projects fall under Section 16(2)(e). Work with your procurement officer to ensure that your project conforms to the law, including advertising in the Central Register 30 days prior to closing. Communities using CPA funds for the acquisition are exempt from this requirement.
13. **Purchase property.** Grantee records deed, CR, DWSP Project Agreement, and survey.
14. **Prepare the property:** Grantee completes contract conditions and performs site cleanup as needed.
15. **Submit Baseline Documentation Report and Land Management Plan:** Grantee prepares a Baseline Documentation Report and Land Management Plan that documents the conditions of the property at the time of acquisition (but after removal of debris, buildings, etc) and describes allowable use and management plans. A template document will be provided to Grantees. EEA must review and approve the report.
16. **Request reimbursement:** Grantee submits reimbursement request to EEA.
17. **Reimbursement payment is made.**

#### **4. Deadlines and Procurement Calendar**

**A. RELEASE OF BID:** June 2, 2015

**B. INFORMATION SESSIONS:** No information sessions will be offered for this grant BID. Potential applicants are encouraged to contact the grant manager with any questions.

**C. QUESTIONS:**

Responses to questions will be posted on Comm-Pass.

**D. APPLICATION DUE DATE:** 3:00 pm, September 30, 2015

**E. ESTIMATED AWARD DATE:**

Grant awards are estimated to be announced about 100 days after the application deadline, subject to budget finalization.

**F. ESTIMATED CONTRACT START DATE:**

Notwithstanding any verbal representations by the parties, or an earlier start date listed on the EEA executed contract, and only after an award is issued and a final scope of services has been negotiated, the effective start date shall be the latest of the following dates: the date the of the contract executed by an authorized signatory of the contractor and the procuring department; the date of secretariat or other approval(s) required by law or regulation; or a later date specified in the EEA executed contract.

## Miscellaneous

**A. TYPE OF PROCUREMENT:** Grant

**B. USE OF THIS PROCUREMENT BY SINGLE OR MULTIPLE DEPARTMENTS:** This BID is a single department procurement. All contracts awarded under this BID will be utilized solely by EEA.

**C. REQUEST FOR SINGLE OR MULTIPLE CONTRACTORS:** This BID may result in multiple contracts.

**D. BID DISTRIBUTION METHOD:** This BID has been distributed electronically using the Commbuys system. It is the responsibility of every Applicant to check Commbuys for any addenda or modifications to an BID to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Applicants who fail to check for amended BIDs and submit inadequate or incorrect responses. Potential Respondents are advised to check the "last change" field on the summary page of BIDs for which they intend to submit a response to ensure they have the most recent BID files.

Respondents may not alter BID language or any BID component files. Those submitting a proposal must respond in accordance to the BID directions and complete only those sections that prompt a Respondent for a response. Modifications to the body of this BID, specifications, terms and conditions, or which change the intent of this BID are prohibited. Any unauthorized alterations will disqualify response. The EEA Supplemental Terms and Conditions are hereby incorporated into this BID by reference.

**E. LIST OF ATTACHMENTS TO THIS BID:**

- A. Application Form
- B. DWSP program acquisition selection and rating system
- C. Appraisal report requirements
- D. Requirements for use of Community Preservation Act funds
- E. Summary of Hydrologic Soil Groups and Infiltration Rates for Groundwater Recharge Projects
- F. EEA Supplemental Terms and Conditions

OPTION TO PURCHASE

As of the 17th day of February, 2015.

1. PARTIES AND MAILING ADDRESSES

Richard Seaver and Arnold Ayer Seaver, of 226 Whittier Ave., Haverhill, MA 01830 (hereinafter called the "SELLER") agrees to SELL and Essex County Greenbelt Association, Inc. (hereinafter called the "BUYER"), agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

A parcel of vacant land containing approximately 32+/- acres, situated on Whittier Road in Haverhill, Essex County, Massachusetts, more particularly described in a deed to Seller recorded with Essex South Registry of Deeds in Book 6839, Page 41, and also known as Assessor's Parcel 464-2-2, excepting a portion thereof containing the Seller's existing structures and required to make the new lot and its structures conform to the current Haverhill Zoning Ordinance, all as shown on the attached sketch plan and to be more particularly shown on the Plan to be prepared in regards to this conveyance.

3. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances except: (a) Provisions of existing building and zoning laws; (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; (c) Any liens for municipal betterments assessed after the date of this agreement; (d) Easements, restrictions and reservations of record as of the date hereof, if any; and (e)

4. PURCHASE PRICE

The agreed purchase price for said premises is

Two Hundred Thousand (\$200,000.00)

\$ 5,000.00
\$ 195,000.00
\$ 200,000.00

dollars, of which have previously been paid as a deposit, and have been paid as a deposit/option fee this day, and are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s), or by attorney's IOLTA account check(s).

TOTAL

5. TIME FOR PERFORMANCE: DELIVERY OF DEED

Such deed is to be delivered at 11 o'clock A.M. on the date determined in accordance with Rider, Paragraph H, at the Essex South District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

6. POSSESSION and CONDITION of PREMISES

Full possession of said premises is to be delivered at the time of the delivery of the deed in the same condition as at present.

7. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of twenty-eight days. Reasonable efforts shall mean the expenditure of no more than \$1,000.00.

8. FAILURE TO PERFECT OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

9. BUYER'S ELECTION

The BUYER shall have the election, at either the original or any extended time for performance, to

Handwritten signatures and initials: a.a.s., R.E.S., and 2013

- TO ACCEPT TITLE            accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.
  
- 10. ACCEPTANCE OF DEED        The acceptance and recording of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
  
- 11. USE OF MONEY TO CLEAR TITLE      To enable SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed of said deed.
  
- 12. ADJUSTMENTS            Real estate taxes for the then current fiscal year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
  
- 13. ADJUSTMENT OF UNASSESSED AND ABATED TAXES      If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
  
- 14. DEPOSIT                All deposits made hereunder shall be held by BUYER's attorney, John C. Thomson, Esq., subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. The deposit shall be held without interest. It is understood and agreed that said attorney may continue to represent BUYER and shall be indemnified by the parties for any cost or liability arising out of acting as escrow holder unless due to his own willful misconduct or gross negligence, and that in the event of a dispute between the parties, said attorney may hold the deposit until receipt of written instructions from both parties, or may turn the deposit over to a court of competent jurisdiction.
  
- 15. BUYER'S DEFAULT; DAMAGES      If the BUYER shall fail to fulfill the BUYER's agreements herein for any reason, all deposits made hereunder by the BUYER shall be turned over to and retained by the SELLER as liquidated damages without further recourse hereunder, in equity or at law.
  
- 16. WARRANTIES AND REPRESENTATIONS      The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement.
  
- 17. CONSTRUCTION OF AGREEMENT      This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns (provided in the case of BUYER that such assignment is to the City of Haverhill pursuant to a grant for water supply protection and land conservation, or to another conservation entity), and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
  
- 18. ADDITIONAL PROVISIONS      The attached rider is incorporated herein by reference.

SELLER  
Richard Seaver  
Richard Seaver

Arnold Ayer Seaver  
Arnold Ayer Seaver

BUYER  
Essex County Greenbelt Association, Inc.

Edward O. Becker  
By: Edward O. Becker

RIDER  
TO OPTION AGREEMENT  
BY AND BETWEEN RICHARD SEAVER AND ARNOLD AYER SEAVER,  
AS SELLER  
AND ESSEX COUNTY GREENBELT ASSOCIATION, INC., AS BUYER  
DATED AS OF FEBRUARY 17, 2015

A. As Is. The Premises is sold "as is" and as shown, and no representations have been made by Seller in regard to its condition except those contained in this Agreement. Buyer and Seller agree that they have incorporated in this Agreement their entire understanding and no oral statement or prior written statement made by either of them or by any other person extrinsic to this Agreement shall have any force or effect. Buyer agrees that Buyer has had full opportunity to inspect the Premises and is not relying on any representations, oral or written, concerning the age, condition, workmanship or suitability of the Premises or any part thereof for any purposes made by Seller or any person on behalf of Seller, other than those representations, if any, expressly set forth in this Agreement.

B. Title and Practice Standards. In any matter or practice arising under or related to this Agreement which is not otherwise specifically addressed herein and which is the subject of a practice or title standard of the Real Estate Bar Association of Massachusetts shall be governed by such standards to the extent applicable.

C. No Broker. Buyer and Seller warrant and represent to each other that no broker or finder has been involved in this transaction, and each party agrees to indemnify and save the other harmless from any loss, cost or damages which the other party may pay or incur, including reasonable attorney's fees and expenses, by reason of any claim for payment in the nature of a broker's commission or finder's fee or other similar fee which may be made by reason of contact by the indemnifying party with any such broker or finder. The provisions of this paragraph shall survive delivery of the deed.

D. Notices. All notices and mailing of any nature contemplated hereunder shall be sufficient if in writing and either delivered in hand, by certified mail, return receipt requested, postage prepaid, electronic mail, or by Federal Express or other recognized overnight delivery service, all delivery charges prepaid, and addressed:

If to Seller:                    Richard Seaver and Arnold Ayer Seaver  
    226 Whittier Road  
    Haverhill, MA 01830  
    Phone: (978) 372-2977

With a copy  
to:                                    Atty. Robert D. Harb  
    17 West Street  
    Haverhill, MA 01830  
    Phone: 978-373-5611  
    Fax: 978-373-7441  
    Email: bobharb@aol.com

W.S.  
R.E.S.                    E.S.

If to Buyer:

Vanessa Johnson  
Essex County Greenbelt Association, Inc.  
82 Eastern Ave.  
Essex, MA 01929  
Phone: (978) 768-7241 x16  
Fax: (978) 768-3286  
Email: vkjohnson@ecga.org

With a copy  
to:

John C. Thomson, Esq.  
9 Thoreau Circle  
Beverly, MA 01915-1342  
Phone: 978-922-1130  
Fax: 978-922-1590  
Email: jcthomson@comcast.net

For purposes of this paragraph, delivery shall also include facsimile transmission to the designated recipient if a fax number is listed above for such party and if immediately followed by telephone confirmation.

E. Title and Compliance. It is understood and agreed by the parties that the Premises shall not be in conformity with the provisions of paragraphs 4 and 9 of this Agreement unless title to the Premises is insurable for the benefit of Buyer by a title insurance company at normal premium rates in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form and to the exceptions set forth in Paragraph 4 of this Agreement but not subject to any exception or exclusion for so-called "mechanic's liens" or for "creditors' rights." Seller agrees not to convey, mortgage or otherwise encumber the title to the Premises or any portion thereof while this Agreement remains in effect, except with Buyer's prior written consent in each case, which consent will not be unreasonably withheld or delayed.

F. Affidavits. At the time of delivery of Seller's deed, Seller shall execute and deliver to Buyer and any title insurance company insuring title to the Premises (i) either (a) affidavits setting forth that Seller is not a foreign person or foreign corporation and providing Seller's United States Taxpayer Identification Number, or (b) such other documentation as is required by Section 1445 of the Internal Revenue Code and any regulations promulgated thereunder to exempt Seller and/or the sale of the Premises from the provisions of said Section 1445, and (ii) any other usual and customary affidavits, documents and certificates required by Buyer's title insurance company.

G. Exercise of Option. Notwithstanding anything in this Agreement to the contrary, Buyer is hereby granted the option to purchase the Premises for the Purchase Price, exercisable by notice to Seller given not later than February 29, 2016 (the "Exercise Notice Date"), and unless and until the Option is so exercised, Buyer shall have no obligation to purchase the Premises. By notice to Seller given not later than February 1, 2016, Buyer may extend the Exercise Notice Date to a date not later than August 31, 2016. If Buyer does not exercise this Option on or before August 31, 2016, then this Agreement will be null and void and no party will have any further obligations hereunder, and the Seller will be authorized to record a Notice of Non-Exercise and release any Notice of Option filed with the Registry of Deeds.

A.A.S. EBR  
R.E.S.

H. Time for Performance. The time and place for performance shall be as set forth in Paragraph 5 of this Agreement on the date specified therefor in Buyer's notice of exercise of this Option to Purchase as set forth in Paragraph G above, provided that such date shall be not more than sixty (60) nor less than fourteen (14) days after the giving of such notice.

I. Notice of Agreement. The parties shall duly execute the attached notice of this Agreement, and Buyer may record same with the Essex South District Registry of Deeds, If Buyer does not exercise this Option on or before August 31, 2016, then the Seller will be authorized to record a Notice of Non-Exercise and release any Notice of Option filed with the Registry of Deeds.

J. Authority Etc. Each party signing this Agreement represents and warrants to the other that it is duly authorized to enter into and to carry out the provisions of this Agreement, and that no consent or approval of any other person, body, board, officer, or trustee is required. Seller represents that the Purchase Price is sufficient in amount to allow for the repayment of all outstanding mortgages on the Premises, as well as normal closing costs, without Seller having to advance additional funds.

K. Appraisal Contingency. Notwithstanding anything in this Agreement to the contrary, Buyer shall have one-hundred twenty (120) days from the date of execution of this Agreement in which to secure an appraisal satisfactory to Buyer establishing a value for the Premises of not less than \$200,000 (Buyer to have the obligation to seek an appraisal from only one appraiser), failing which Buyer may terminate this Agreement by written notice to Seller, whereupon all deposits shall be promptly returned to Buyer and this Agreement shall be void and of no further force and effect. Buyer agrees to give the Seller a copy of this Appraisal.

L. Bargain Sale. Buyer and Seller agree that the Purchase Price for the Premises could be less than its full fair market value, and that any excess of such value over the Purchase Price at the time of closing, as established by appraisal in accordance with applicable governmental regulations, is intended by Seller to constitute a charitable donation to the Buyer. It shall be Seller's sole responsibility to obtain any appraisal except for that set forth in paragraph K set forth above which is the Buyer's obligation, and professional tax advice with respect to same and this transaction. The existence of any such excess value, however, is not a condition to Seller's obligations hereunder.

M. Plan for Carve-Out. If Buyer does not terminate this Agreement pursuant to Paragraph K above, Buyer and Seller shall cooperate to prepare and file for endorsement with the Haverhill Planning Board a plan depicting the portion of Parcel 464-2-2 to remain with Seller as depicted on the attached sketch plan or as may be required to comply with the Haverhill Zoning Ordinance. Buyer to pay all costs for this Plan and any filing and recording fees necessary or required in regards to said Plan.

A.A.S.      C.B.  
R.E.S.



NOTICE OF AGREEMENT

Notice is hereby given of the following described Option Agreement:

Parties:

Seller: Richard Seaver and Arnold Ayer Seaver

Option Holder: Essex County Greenbelt Association, Inc.,  
a Massachusetts not for profit corporation  
with an address of 82 Eastern Ave., Essex,  
MA 01929

Date of Execution: February 17, 2015

Description  
of Premises:

A portion of the parcel of vacant land  
containing approximately 32+/- acres,  
situated on Whittier Road in Haverhill,  
Essex County, Massachusetts, more  
particularly described in a deed to Seller  
recorded with Essex South Registry of  
Deeds in Book 6839, Page 41, and also  
known as Assessor's Parcel 464-2-2.

Term: The closing date is on or before August 31,  
2016.

The Option Agreement contains additional rights, terms and conditions not enumerated in this instrument. This instrument is executed pursuant to the provisions of the Option Agreement and is not intended to vary the terms of the Option Agreement including such rights, terms and conditions.

A.A.S.      [Signature]  
R.E.S.

If the Option Holder does not exercise this Option on or before August 31, 2016, then the Seller is authorized to record a Notice of Non-Exercise which both parties agree will release this Notice of Agreement.

WITNESS the execution hereof under seal by said parties to said Agreement, as of the 17<sup>th</sup> day of February, 2015.

Seller:

Richard Seaver  
Richard Seaver

Arnold Ayer Seaver  
Arnold Ayer Seaver

Option Holder:

Essex County Greenbelt  
Association, Inc.

By: Edward O. Becker  
Edward O. Becker, Exec. Dir.

COMMONWEALTH OF  
MASSACHUSETTS

Essex, ss

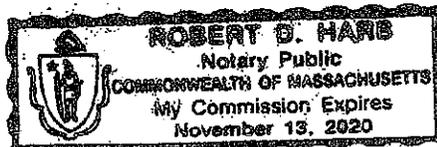
On this 17<sup>th</sup> day of February, 2015, before me, the undersigned notary public, personally appeared Richard Seaver and Arnold Ayer Seaver, each proved to me by satisfactory evidence of identification, being (check whichever applies):

- driver's license or other state or federal governmental document bearing a photographic image,
- oath or affirmation of a credible witness known to me who knows the above signatory,
- or

my own personal knowledge of the identity of the signatory,  
to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Signed by me in Haverhill, Essex County, Massachusetts.

Robert D. Harb  
Notary Public (signature and seal)  
My commission expires: 11/13/20

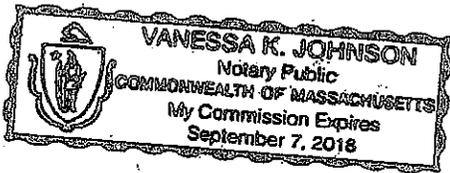


On this 16<sup>th</sup> day of February, 2015, before me, the undersigned notary public, personally appeared Edward O. Becker, proved to me by satisfactory evidence of identification, being (check whichever applies):

- driver's license or other state or federal governmental document bearing a photographic image,
- oath or affirmation of a credible witness known to me who knows the above signatory, or
- my own personal knowledge of the identity of the signatory,

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, on behalf of Essex County Greenbelt Association, Inc., a corporation.

Signed by me in Essex, Essex County, Massachusetts.



*Vanessa K. Johnson*  
 Notary Public (signature and seal)  
 My commission expires: 9/7/2018

A.A.S.      EOB  
 P.E.S.

Grantor: City of Haverhill Water Division  
Grantee: Essex County Greenbelt Association, Inc.  
Title Reference: Book      Page

### CONSERVATION RESTRICTION

The undersigned, City of Haverhill, under the care, custody and control of the Water Division, of Haverhill, Essex County, Massachusetts, being the sole owners, for its successors and assigns (hereinafter "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants, with quitclaim covenants, to ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts not for profit corporation having its principal office at 82 Eastern Avenue, Essex, Essex County, Massachusetts 01929, and its permitted successors and permitted assigns (hereinafter "Grantee"), for nominal consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land (the "Premises") located in the City of Haverhill, Essex County, Massachusetts containing approximately 34 acres, as shown on a plan of land entitled "Plan of Land in [Town], MA, property of [landowner], by [Surveyor/Engineer]" dated \_\_\_\_\_, and recorded herewith [or recorded at the Essex South District Registry of Deeds in Plan Book \_\_\_\_\_, Plan No. \_\_\_\_\_ ](the "Plan"), a copy of which is attached hereto as Exhibit A.

#### I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law (hereinafter "Restriction" or "Conservation Restriction"). The purposes of this Conservation Restriction are to assure that the Premises will be retained in its current natural, scenic and undeveloped condition in perpetuity for conservation purposes in perpetuity and to prevent any use of the Premises that will materially impair or interfere with the

Locus: Whittier Road, Haverhill

conservation values of the Premises. The protected conservation values and the public benefits resulting from the protection of the Premises include the following, without limitation:

A. The Premises provides significant scenic and ecological value in its present state as a natural area and open space which has not been subjected to development incompatible with said uses; and

B. The Grantor and the Grantee recognize the uniqueness of the Premises as a distinctive Massachusetts landscape embodying the special rural, forested, and natural character of the region in which the Premises is located and have the common purpose of conserving the natural values of the Premises for this generation and future generations; and

C. Public Conservation Funding. The Premises was purchased by the Grantor using funds granted by the Massachusetts Executive Office of Energy & Environmental Affairs Drinking Water Supply Protection Grant, and it is the intent of this Restriction to further the purposes of this grant program, specifically to protect and conserve the quality and quantity of public drinking water supply sources in the Commonwealth; and

D. Water Quality and Public Drinking Water Supply Resource. More than 1,000 feet of the East Meadow River flows through the property to the Millvale Reservoir, which supplies approximately 70% of the City's drinking water, and the Premises contains at least 10 acres of associated wetlands and riparian areas; further, the Premises is within an area mapped by the Massachusetts Dept. of Environmental Protection as a Surface / Public Water Supply Watershed, and within an area designated a "Potable Waters Supply Watershed" by the City of Haverhill; as such, this Restriction furthers the preservation of these significant surface and groundwater resources within, around and downstream of the Premises; and

E. Scenic and Historic Resources. The Premises is part of a highly scenic landscape visible to members of the general public from Whittier Road, a well-traveled public way; further, the Premises is across the street from poet John Greenleaf Whittier

17<sup>th</sup> century Birthplace, which is preserved and managed for historic preservation, therefore this Restriction helps further the preservation of the historic character of this area; and

F. Adjacent Protected Lands. The Premises connects to over 450 acres of lands being managed by the City of Haverhill as watershed lands for the Millvale Reservoir (457.10 acres according to 2011 Forest Management Plan for City of Haverhill). The Premises shares over 3,400 feet of boundary with City of Haverhill Water Supply lands, and its protection will further secure the ecological integrity and robust landscape connectivity of this area; and

G. Wildlife Resources. Over 95% of the subject property is mapped as Priority and Estimated Habitat for Rare Species by the Natural Heritage Endangered Species Program, and as Core Habitat for Species of Conservation Concern in the BioMap 2 report. Blandings Turtle, a Threatened Species, is known to exist north of Brandy Brow Rd, in close proximity to the property. In addition to its significant wetland and riparian areas, the property harbors mature woodlands, which would be expected to provide habitat for a variety of wildlife species, including deer, owls, turkey, fox, snakes, turtles, and fisher cat; areas adjacent to the property show evidence of past and present beaver activity; over 10 acres of wetlands and riparian area are expected to provide high-quality habitat for a number of other wetland-dependent flora and fauna; and

H. Ecological Integrity. Approximately 2/3 of the property (at least 20 acres) are mapped within the top 50% of lands in the Commonwealth with the highest ecological integrity by the Landscape Ecology Program at the University of Massachusetts Conservation Assessment and Prioritization Program (CAPS); and

I. The majority of the Premises lies within the [100-year] floodplain. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events; and

J. Protection of the Premises furthers the Town of Haverhill's Open Space and Recreation Plan (2008) Goal #6: "Improve the City's acquisition and protection of lands of open space and recreation interest," specifically, to "Improve protection of

watershed lands through regulation and acquisition” (Objective C), to “Improve creation, continuity, and protection of greenbelt corridors” (Objective D).

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents, acknowledged by both to be complete and accurate as of the date of this CR, as required under Treasury Regulations §1.170A-14. Grantor and Grantee hereby acknowledge that this Baseline Report provides an accurate representation of the condition and the values of the Premises at the time of the granting of this Conservation Restriction and is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the Baseline Report, the parties may utilize any other evidence of the condition of the Premises at the time of this grant, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

Therefore, in order to preserve the Premises in perpetuity in its present natural, scenic, and open condition, and to protect its conservation values, the Grantor conveys to the Grantee a perpetual Conservation Restriction within the meaning of Chapter 184, Section 31 *et. seq.* of the General Laws of Massachusetts, as amended.

## II. PROHIBITED AND PERMITTED ACTIVITIES AND USES

The terms of this Conservation Restriction are as follows:

A. Prohibited Activities and Uses. Except as otherwise herein provided, the Grantor shall neither perform nor permit others to perform any of the following acts or uses which are prohibited, on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, structure, facility or improvement, including but not limited to buildings, tennis courts, landing strips or pads, mobile homes, swimming pools, asphalt or concrete

pavement, septic systems, roads, signs, fences, billboards or other advertising display, utilities, conduits, poles, antennas (including satellite dishes and cell towers), towers, monopoles, windmills, solar panels, docks, wharfs, or other temporary or permanent structures, facilities, or improvements of any kind on, above or under the ground;

2. Mining, excavating, dredging or removing from the Premises of loam, peat, sand, gravel, soil, rock or other mineral resource or natural deposits;
3. Dumping, placing, filling or storing on the Premises of soil, grass clippings, compost, yard debris or other substances, or dumping or placing of vehicle bodies or parts, junk, trash, refuse, solid or chemical waste or any other materials whatsoever, or the installation of underground storage tanks;
4. Cutting, removing, or otherwise destroying trees, grasses, shrubs or other vegetation;
5. Activities detrimental to wildlife habitat, drainage, flood control, water or soil conservation, water quality, scenic qualities, archaeological conservation or erosion control;
6. Use, parking, landing or storage of motorized vehicles of any nature or kind, including but not limited to cars, trucks, motorcycles, trail bikes, all-terrain vehicles, snowmobiles, or similar machines or devices, on the Premises, except such as may be necessary by police, firefighters or other governmental agents in carrying out their lawful duties;
7. Any industrial, institutional or commercial use;
8. Any use of the Premises for more than *de minimis* commercial recreational activities, as defined in I.R.C. Section 2031(c)(8)(B) and regulations promulgated thereunder or any successor statute or regulation;

9. Use of the Premises in any manner or for any purpose except a) as permitted by Section B, and b) other similar purposes that permit the Premises to remain in its natural [and/or agricultural and/or forested] and open condition;
10. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
11. Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted);
12. The use of the Premises for (a) transferring development rights to this or any other property, whether or not the receiving land is adjacent to the Premises; or (b) calculating permissible lot yield of this or any other property;
13. Any acts or uses which in the opinion of the Grantee and at the Grantee's sole discretion are inconsistent with the purposes of this Conservation Restriction.
14. Any other use of the Premises or activity thereon which would impair the conservation values unless such use or activity is necessary in an emergency in the opinion of the Grantee and at the Grantee's sole discretion for the protection of the conservation values that are the subject of this Conservation Restriction;

B. Reserved Rights; Exceptions to Prohibited Activities and Uses. The provisions of Paragraph A notwithstanding, the Grantor reserves the right to conduct or permit the following activities on the Premises provided that such uses and activities do not materially impair the purposes of this Conservation Restriction or other significant conservation interests:

1. Forestry. In accordance with generally accepted forestry Best Management Practices, as those practices may be identified by appropriate governmental or educational institutions, and in a manner not wasteful of soil resources, or detrimental to water quality or other conservation values of this Restriction, (a) selective pruning and cutting to prevent, control or remove hazards, disease,

insect damage or fire or to preserve the present condition of the Premises, including wood roads and foot paths; (b) the right to conduct, or to permit others to conduct, sound silvicultural uses of the Premises, including the right to commercially harvest forest products, in accordance with a Forest Management Plan prepared by a professional forester licensed to practice forestry in Massachusetts pursuant to M.G.L. c.132, §§ 47-49, which plan has also been approved by the Grantee. The Forest Management Plan shall provide for the management of the Premises in a manner consistent with generally accepted "Best Management Practices," as those practices may be identified by appropriate governmental or educational institutions, and in a manner not wasteful of soil resources, or detrimental to water quality or other conservation values of this Restriction;

2. Invasive Species Management. The removal of non-native or invasive species of flora or fauna, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality. For the purposes of this Conservation Restriction, the terms "non-native" or "invasive species" shall be defined as a species that is non-native or alien to the ecosystem under consideration, and which is likely to cause economic or environmental harm or harm to human health;
3. Habitat Restoration. With the prior written permission of Grantee, measures designed to restore native biotic communities or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
4. Recreation. Hiking, horseback riding, cross-country skiing, picnicking, fishing trapping, hunting, snowshoeing, wildlife observation and nature study and other passive, non-motorized, and noncommercial outdoor recreational and educational activities consistent with the purposes of this Conservation Restriction;
5. Trails. The marking, clearing and maintenance of unimproved, unpaved footpaths and trails for passive recreational use, provided that said trails do not have a negative effect on the purposes of this Conservation Restriction.

6. Signage. The erection, maintenance and replacement of a minimal number of signs with respect to (a) the location of boundary lines and trails, (b) permitted and prohibited uses, including hunting and recreation, and other regulations, and (c) interpretive, informational or other similar signs designed to enhance public use;
7. Archeological Activities. The conduct of archaeological activities following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official;
8. Such other non-prohibited activities requested by the Grantor and expressly approved by the Grantee as are consistent with and that do not materially impair the purposes of this Conservation Restriction.

The exercise of any right reserved by the Grantor under this Paragraph B shall be in compliance with the following: (a) then-current planning and conservation regulations, bylaws or ordinances applicable to the Premises, (b) any special permits or variances pertaining to the Premises, (c) the Wetlands Protection Act (General Laws Chapter 131, Section 40), and (d) all other applicable federal, state and local laws and regulations. The inclusion of any reserved right in Paragraph B of Section II requiring a permit from a public agency merely means that the Grantor may have a right to request a permit, it does not mean that the Grantee or the Commonwealth of Massachusetts takes any position on whether such permit should be issued.

C. Unspecified Activities and Uses are Prohibited. All acts and uses not expressly permitted in Paragraph B of Section II or otherwise authorized by the Grantee are prohibited.

D. Notice to and Approval by the Grantee. Whenever notice to or approval by the Grantee is required under the provisions of Paragraphs A, B or C of Section II, or any other provision or condition herein, the Grantor shall notify the Grantee in writing not less than thirty (30) days prior to the date the Grantor intends to undertake the activity

in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. The purpose of requiring such notice is to afford the Grantee with an adequate opportunity to ensure that the activities in question are designed and carried out in a manner that is consistent with the purposes of this Conservation Restriction and to monitor their implementation. Where the Grantee's approval is required by the terms of this Conservation Restriction, the Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of the Grantor's written request therefore. Grantee's approval may be withheld upon a determination by the Grantee at its sole discretion that the action as proposed would be inconsistent with the purposes of this Conservation Restriction.

### III. LEGAL RIGHTS AND REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

B. Actions to Prevent or Remedy Violations. The Grantee shall have the right to take appropriate actions to prevent, abate, or remedy violations of this Conservation Restriction, including violations by non-parties.

C. Reimbursement of Costs of Enforcement. The Grantor and the successors and assigns of the Grantor covenant and agree to reimburse the Grantee for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in

enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by the Grantor or determined by a court of competent jurisdiction to have occurred.

D. The Grantee's Disclaimer of Liability. By its acceptance, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Non-Waiver by the Grantee. Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

F. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

#### IV. ACCESS

Access by the Grantee. The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof,

including but not limited to the right to perform a survey of boundary lines. The Grantee shall have the right, but not the obligation, at its sole expense, to perform any other acts required to preserve, conserve or promote the natural habitat of wildlife, fish or plants located on the Premises. The Grantee shall have the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises, suitable signs identifying the Grantee as the holder of this Conservation Restriction.

## V. EXTINGUISHMENT

A. Termination only by Judicial Proceeding. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction under applicable law, and after review and approval by the Commonwealth of Massachusetts Secretary of the Executive Office of Energy and Environmental Affairs.

B. The Grantee's Right to Recover Proportional Value. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, which extinguishment or release must be accomplished by judicial proceedings in a court of competent jurisdiction, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject however, to any applicable law which expressly provides for a different disposition of proceeds, and after complying with any gift, grant, or funding requirements.

C. The Grantee's Receipt of Property and Development Rights. The Grantor and the Grantee agree that the donation of this Conservation Restriction gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted Premises at that time and represents all land development rights associated with the Premises, except as such rights may have been specifically retained pursuant to this Conservation Restriction.

D. Value of the Grantee's Property Right. Such proportionate value of the Grantee's property right shall remain constant.

E. Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain, or if all or any part of this Conservation Restriction is otherwise extinguished by act of public authority then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee in shares equal to such proportionate value after complying with the terms of any gift, grant, or funding requirements. If less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken.

F. Continuing Trust after Disposition of Conservation Restriction. The Grantee shall use its share of any proceeds received pursuant to this Section V in a manner consistent with this Conservation Restriction.

## VI. SUBSEQUENT TRANSFERS

A. Reference to Conservation Restriction in Future Deeds. The Grantor agrees to incorporate the terms of this Conservation Restriction by reference in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including without limitation, any leasehold interest or option. Failure to do so shall not impair this Conservation Restriction or its enforceability in any manner.

B. Representations of the Grantee. The Grantee represents that it is a not for profit corporation, that it has a perpetual existence, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other charitable, scientific and educational purposes, that it has both the necessary funds and commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms, that it is a "Qualified Organization" as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and that it is an eligible donee of a

conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, as amended.

C. Required Notifications of Transfers. The Grantor shall notify the Grantee in writing at least thirty (30) days before conveying the Premises, or any part thereof or interest therein (including a leasehold interest or option). The Grantee shall notify the Grantor in writing at least thirty (30) days before it assigns this Conservation Restriction. Any failure by the Grantor or the Grantee to provide notification as provided for herein shall not invalidate or extinguish this Conservation Restriction or limit its enforceability in any way.

#### VII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document requested, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction.

#### VIII. ASSIGNABILITY; BINDING EFFECT; INTERPRETATION

A. Assignability; Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be deemed to be in gross and shall not be assignable by the Grantee, except the Grantee and its successors and assigns shall have the right to assign all or a portion of its right, title and interest hereunder to a "Qualified Organization" as defined in Section 170(h)(3) of the Internal Revenue Code provided that such assignee shall also be an eligible grantee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, and provided further that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes and ensure that the purposes of this Conservation Restriction continue to be carried out. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Running of the Burden. The burdens of this Conservation Restriction shall be deemed to run with the Premises in perpetuity, shall be enforceable in perpetuity against the Grantor, the Grantor's successors in title to the Premises, and any person holding any interest therein, by the Grantee, its successors and assigns and its duly designated officers, directors, members, employees or agents as holders of this Conservation Restriction.

C. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises shall terminate upon transfer of that party's interest in the Premises, except that liability for acts or omissions occurring prior to any transfer and liability for any transfer in violation of this Conservation Restriction shall survive the transfer. Any new owner may be held responsible for pre-existing violations.

D. Prior Encumbrances. This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

E. Pre-Existing Rights of the Public. The approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or nonexistence of any pre-existing rights of the public, if any, in and to the Premises. Any pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

F. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; and the Grantor on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute any such instrument upon request.

G. Effective Date. This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the appropriate Essex Registry of Deeds.

H. Controlling Law. The interpretation of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

I. Liberal Construction; Severability. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect its conservation purposes and the policies and purposes of M.G.L. Chapter 184, Sections 31-33. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Restriction that would render it valid shall be adopted over any interpretation that would render it invalid. If any provision or condition of this Conservation Restriction or the application thereof to any person or circumstance shall be declared invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

J. Entire Agreement. This instrument sets forth the entire agreement of the parties regarding this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Restriction, all of which are merged herein.

K. Non-Merger. The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner to ensure that merger does not occur and that this Restriction continues to be enforceable.

IX. NOTICES.

Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give pursuant to this Conservation Restriction is deemed delivered upon receipt and shall be in writing and delivered by hand, by facsimile or by first class mail, all with a receipt, and addressed as follows or to such other address as any of the below parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties:

If to Grantor:

With a copy to:

If to Grantee:

Essex County Greenbelt Association, Inc.  
82 Eastern Ave.  
Essex, MA 01929  
Phone: 978-768-7241  
Fax: 978-768-3286

With a copy to:

John C. Thomson, Esq.  
9 Thoreau Circle  
Beverly, MA 01915-1342  
Phone: 978-922-1130  
Fax: 978-922-1590

X. AFFIRMATIVE COVENANTS OF THE GRANTOR

A. Payment of Taxes. The Grantor shall pay before delinquency all taxes, assessments, betterments, liens, fees and charges levied on or assessed against the Premises by any federal, state, or local government authority or other competent authority or entity (collectively "taxes"), and shall furnish the Grantee with satisfactory evidence of payment upon request.

B. Subordination of Mortgage. The Grantor shall record at the appropriate Essex County Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance, assignment of mortgage, lease, financing statement or any other agreement which gives rise to a security interest affecting the Premises.

C. Adverse Possession. The Grantor represents and warrants that to the best of his knowledge no person has occupied or used the Premises without the Grantor's permission or has openly claimed ownership of the Premises as against the Grantor or the Grantor's predecessors in title or has conducted continuous activities or uses on the Premises (such as, but not limited to, logging, camping or similar uses). The Grantor agrees that if any such activity is observed now or in the future, the Grantor shall immediately notify the Grantee and shall cooperate with the Grantee to notify such persons of their wrongful entry onto the Premises.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said \_\_\_\_\_ and  
\_\_\_\_\_ grant this Conservation Restriction and agree to be bound by its  
terms, have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
  
\_\_\_\_\_

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  
principal's identity  a Massachusetts driver's license, to be the person whose name is  
signed on the preceding document, and acknowledged to me that s/he signed it  
voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Essex County Greenbelt Association, Inc. hereby accepts this Conservation Restriction and agrees to be bound by its terms.

Essex County Greenbelt Association, Inc.

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

Name:

Title:

Hereunto duly authorized

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 principal's identity  a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it, as \_\_\_\_\_, voluntarily for its stated purpose and as the free act and deed of Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation.

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

My Commission Expires:

APPROVAL BY MAYOR AND CITY COUNCIL

We, the undersigned Mayor and City Council of the City of Haverhill, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2015 the City Council voted to approve the foregoing Conservation Restriction to the Essex County Greenbelt Association, Inc. for the preservation of the natural resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
, Council President

\_\_\_\_\_  
, Council Vice President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 principal's identity  a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

---

Notary Public  
My Commission Expires:

APPROVAL BY SECRETARY

The undersigned Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts hereby certifies that the foregoing Conservation Restriction to the Essex County Greenbelt Association, Inc. has been approved in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

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

\_\_\_\_\_  
Secretary of Energy and Environmental Affairs

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 principal's identity  a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A

4.1.1



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

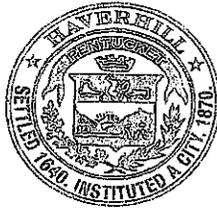
That the City of Haverhill Water Department being and is hereby authorized on behalf of the City of Haverhill, as authorized under M.G.L. c.40, §39A, to purchase, hold and manage a 33.4 +/- acre unique parcel of land adjacent to 226 Whittier Road, Haverhill, MA (Assessor's Map 464, Block 2, Lot 2 and more specifically shown as "Lot 1" on a plan of land entitled "Plan of Land located at 226 Whittier Road in Haverhill, MA prepared for Richard Seaver et al" dated January 13, 2015 and prepared by County Land Surveys, Inc.), from Arnold Ayer Seaver, for the sum of \$200,000, for the purposes of water supply protection and land conservation under M.G.L c. 40, § 38, 39B, 41 and 15B, and Article 97 of the Amendments to the Massachusetts Constitution.

The City of Haverhill Water Department, City Council, and the Mayor being and are hereby authorized to execute any and all other documents as required to complete said purchase and comply with all of the terms of sale.

Also, that the City of Haverhill Water Department being and is hereby authorized to utilize funds as appropriated by City Council in the FY2016 Water Fund as the means to fund the acquisition of the parcel.

Also, that the City of Haverhill Water Department, the City Council and the Mayor being and are hereby authorized to seek and accept funding under the Commonwealth of Massachusetts Executive Office of Energy & Environmental Affairs, Drinking Water Supply Protection grant program, Chapter 312 of the Acts of 2008, § 2A, 2200-7017, and enter into any contracts for the acquisition of the parcel.

That the Mayor and City Council hereby approve a Conservation Restriction to the Essex County Greenbelt Association, Inc., a copy of which is attached hereto and incorporated herein, for the preservation of the above natural resources of the City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.



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.CC  
WWW.CITYOFHAVERHILL.MA.US

September 2, 2015

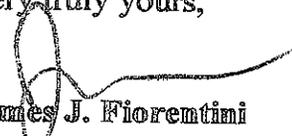
City Council President John A. Michitson and  
Members of the Haverhill City Council

RE: Hunking Middle School Building Committee

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

I hereby name Chuck Benevento, 6 Beaumonde Drive, North Hampton, NH, to the Hunking Middle School Building Committee. He is a voting member and is replacing Andrew Vanni. This is a non-confirming appointment.

Very truly yours,

  
James J. Fiorentini  
Mayer

JJF/ah



Hearing November 10 2015

# Haverhill

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

August 20, 2015

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

Subject: *Mayflower Lane - Street Acceptance*

It recently came to our attention that Mayflower Lane has not been accepted by the City as a public right of way, but rather is currently private. I hereby request that City Council vote to accept the way as Public. A copy of the meets and bounds description and associated plan of said right of way are attached.

Please let me know if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

IT APPEARING that the common convenience and necessity require it,  
It is hereby  
That the following street herein described be accepted as a  
Public Way

Mayflower Lane

Beginning at a point at a stone bound set at the intersection of Lot 7 and North Broadway as shown on a plan entitled As-Built Plan and Profile of Mayflower Lane in Haverhill, MA for Maroney Construction Co., 1"=40', dated Dec. 18, 1997, by Merrimack Engineering Services;

Thence running along a curve turning to the left an arc length of 39.47 feet, with a radius of 25.00 feet to a stone bound;

Thence S 69°17'19" W a distance of 385.86 feet to a stone bound;

Thence with a curve turning to the left an arc length of 23.55 feet, with a radius of 25.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 301.53 feet, with a radius of 60.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 23.55 feet, with a radius of 25.00 feet to a stone bound;

Thence N 69°17'19" E a distance of 386.66 feet to a stone bound;

Thence with a curve turning to the left an arc length of 39.07 feet, with a radius of 25.00 feet to a stone bound;

Thence running southeasterly by the sideline of North Broadway to the point of beginning.

Meaning and intending to describe Mayflower Lane as shown on the aforementioned plan, and on file at the Haverhill Engineering office as Plan 2B 2117, file #12942.

For Hearing November 10 2015



Heating Member 10 2015

# Haverhill

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

August 20, 2015

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

Subject: *Hammond Farm Road - Street Acceptance*

It recently came to our attention that Hammond Farm Road has not been accepted by the City as a public right of way, but rather is currently private. I hereby request that City Council vote to accept the way as Public. A copy of the meets and bounds description and associated plan of said right of way are attached.

Please let me know if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

IT APPEARING that the common convenience and necessity require it,  
It is hereby  
That the following street herein described be accepted as a  
Public Way

Hammond Farm Road

Beginning at a point at a stone bound at the intersection of Lot 1 and Broadway as shown on a plan entitled Street Acceptance Plan of Hammond Farm Road located in Haverhill, MA 1"=40', dated Oct. 1998, by Christiansen & Sergi;

Thence running along a curve turning to the left an arc length of 37.54 feet, with a radius of 25.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 171.21 feet, with a radius of 335.80 feet to a stone bound;

Thence N 29°22'22" W a distance of 379.74 feet to an iron rod;

Thence with a curve turning to the right an arc length of 71.56 feet, with a radius of 295.00 feet to a stone bound;

Thence N 15°28'23" W a distance of 379.21 feet to a stone bound;

Thence N 15°28'23" W a distance of 107.99 feet to an iron rod;

Thence N 15°28'23" W a distance of 29.57 feet to a stone bound;

Thence with a curve turning to the right an arc length of 71.08 feet, with a radius of 295.00 feet to an iron rod;

Thence with a curve turning to the left an arc length of 26.94 feet, with a radius of 35.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 294.02 feet, with a radius of 60.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 36.83 feet, with a radius of 35.00 feet to a stone bound;

For Heating November 10 2015

Thence with a curve turning to the left an arc length of 43.55 feet, with a radius of 245.00 feet to a stone bound;

Thence S 15°28'23" E a distance of 516.77 feet to a stone bound;

Thence with a curve turning to the left an arc length of 59.44 feet, with a radius of 245.00 feet to a stone bound;

Thence S 29°22'22" E a distance of 379.74 feet to a stone bound;

Thence with a curve turning to the left an arc length of 134.94 feet, with a radius of 285.80 feet to a stone bound;

Thence with a curve turning to the left an arc length of 44.88 feet, with a radius of 27.63 feet to a stone bound;

Thence S 27°26'31" W a distance of 101.76 feet to a stone bound, and the point of beginning.

Meaning and intending to describe Hammond Farm Road as shown on the aforementioned plan, and on file at the Haverhill Engineering office as Plan 2B 2183, file #13096.

Hammond Farm Rd



# Haverhill

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

August 20, 2015

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

Subject: *Ruth Circle - Street Acceptance*

It recently came to our attention that Ruth Circle has not been accepted by the City as a public right of way, but rather is currently private. I hereby request that City Council vote to accept the way as Public. A copy of the meets and bounds description and associated plan of said right of way are attached.

Please let me know if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

IT APPEARING that the common convenience and necessity  
require it,  
It is hereby  
That the following street herein described be accepted as a  
Public Way

Ruth Circle

Beginning at a point at a stone bound at the intersection of Lot B and Crystal Street as shown on a plan entitled Street Acceptance Plan of Ruth Circle, 1"=40', dated July 10, 2006, by Andover Consultants Inc.;

Thence running along a curve turning to the left an arc length of 38.80 feet, with a radius of 25.00 feet to a stone bound;

Thence S 49°34'33" E a distance of 95.42 feet to a stone bound;

Thence with a curve turning to the left an arc length of 146.70 feet, with a radius of 245.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 379.24 feet, with a radius of 315.00 feet to a stone bound;

Thence S 14°54'12" E a distance of 82.74 feet to a stone bound;

Thence with a curve turning to the right an arc length of 20.70 feet, with a radius of 550.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 22.02 feet, with a radius of 25.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 301.34 feet, with a radius of 60.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 25.31 feet, with a radius of 25.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 12.53 feet, with a radius of 500.00 feet to a stone bound;

Thence N 14°54'12" W a distance of 82.74 feet to a stone bound;

Thence with a curve turning to the left an arc length of 319.04 feet, with a radius of 265.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 176.64 feet, with a radius of 295.00 feet to a stone bound;

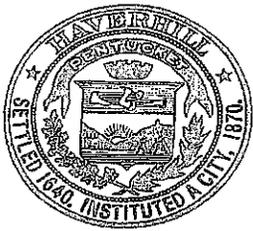
Thence N 49°34'33" W a distance of 119.02 feet to a point;

Thence N 39°20'57" E a distance of 74.54 feet to a stone bound, and the point of beginning.

Meaning and intending to describe Ruth Circle as shown on the aforementioned plan, and on file at the Haverhill Engineering office as Plan 2B 3276, file #15182.

5102  
Haverhill Engineering Office

10/20/15



# Haverhill

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

7/10/15

August 20, 2015

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

Subject: *Old Yankee Road – Street Acceptance*

It recently came to our attention that a portion of Old Yankee Road has not been accepted by the City as a public right of way, but rather is currently private. I hereby request that City Council vote to accept the way as Public. A copy of the meets and bounds description and associated plan of said right of way are attached.

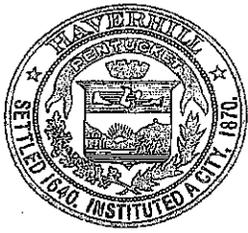
Please let me know if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox





the setting 10/20/15  
**Haverhill**

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

August 20, 2015

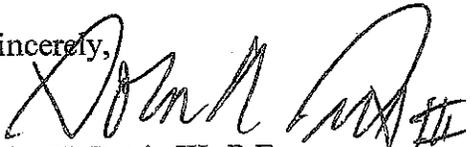
MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND  
MEMBERS OF THE CITY COUNCIL

Subject: *Crystal Court - Street Acceptance*

It recently came to our attention that a portion of Crystal Court has not been accepted by the City as a public right of way, but rather is currently private. I hereby request that City Council vote to accept the way as Public. A copy of the meets and bounds description and associated plans of said right of way are attached.

Please let me know if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

IT APPEARING that the common convenience and necessity require it,  
It is hereby  
That the following street herein described be accepted as a  
Public Way

Crystal Court

Beginning at a point at the northwest corner of Lot 2 as shown on a plan entitled Definitive Subdivision Plan of Crystal Court Extension in Haverhill, MA Owner/Developer Robert A. Masys & Thomas K. Bramhall 1"=40', dated Jan. 1990, Rev. June 5, 1990, by RAM Engineering;

Thence S 16°45'24" E a distance of 164.92 feet to a stone bound;

Thence with a curve turning to the left an arc length of 295.18 feet, with a radius of 275.00 feet to a stone bound;

Thence running southwesterly by land now or formerly of Taylor and the previously accepted portion of Crystal Court to a stone bound;

Thence N 80°00'01" W a distance of 190.30 feet to a stone bound;

Thence N 16°45'24" W a distance of 308.55 feet to a point at the northeast corner of Lot 6;

Continuing from the northeast corner of Lot 6 as shown on a plan entitled Definitive Subdivision Plan of Crystal Court Extension Phase II in Haverhill, MA Owner James B. & Carla Taylor, Developer Robert A. Masys 1"=40', dated Dec. 1995, Rev. Oct. 9, 1996, by RAM Engineering;

Thence N 16°45'24" W a distance of 56.31 feet to a stone bound;

Thence with a curve turning to the right an arc length of 268.50 feet, with a radius of 295.00 feet to a stone bound;

Thence running northeasterly 70.19 feet to a stone bound;

Thence with a curve turning to the left an arc length of 167.40 feet, with a radius of 295.00 feet to a stone bound;

Thence N 03°45'44" W a distance of 113.14 feet to a stone bound;

Thence with a curve turning to the left an arc length of 23.55 feet, with a radius of 25.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 301.52 feet, with a radius of 60.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 23.55 feet, with a radius of 25.00 feet to a stone bound;

Thence S 03°45'44" E a distance of 113.14 feet to a stone bound;

Thence with a curve turning to the right an arc length of 201.56 feet, with a radius of 295.00 feet to a stone bound;

Thence running southwesterly 70.19 feet to a stone bound;

Thence with a curve turning to the left an arc length of 222.99 feet, with a radius of 245.00 feet to a stone bound, and the point of beginning.

Meaning and intending to describe a portion of Crystal Court as shown on the aforementioned plans, and on file at the Haverhill Engineering office as Plan 2B 1725, file #12142 and Plan 2B 1955, file #12646.

*For Hearing November 19 2015*



City of Haverhill

Application for Permit

10.1

Name of Organization	Bob Laprel Road Race		
Address of Organization	58 John Ward Ave Haverhill		
Requesting Permit for (List Type of event)	Road Race	Date & Time	Sunday Sept 20 @ 10:00 AM - 11:30 AM
Location of Event	starts at Haverhill High School, N. Broadway, Vale St. Hilldale Ave.		
Authorized or Contact Person	Brendan Laprel	Telephone/Cell #/Pager # (Indicate if pager)	978 807 1465

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

Approval of Fire Chief (Where applicable)			
Approval of the Recreational Director Required for all recreational facilities	Signature	Date	Comments/Restrictions
Approval of the Chief of Police Required for all OUTDOOR EVENTS I.e.: Parades/Carnivals/Community Events	Signature	Date	

General Release & Indemnity Agreement

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

Signature of Authorized Agent of Organization: [Signature] Date: 8/24/15

Signature Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_

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

Office Use Permit

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

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

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



# Haverhill

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

Date: Aug 27, 2015

Honorable President and Members of the Municipal Council:

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

Organization: HAV Elite AAU Basketball Club Applicant's Name: Angel Burgos

Applicant's Residence: 119 5th Ave Haverhill MA 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 14-15, 2015 Date-solicitation on Public Way: \_\_\_\_\_  
(Nov 14 & 15)

Canister: \_\_\_\_\_ Tag: \_\_\_\_\_ Fee: \$ 20.-

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):

- Truckee Buckets
- Dunkin Donuts
- Post Offices
- Merrimack Valley Bank
- TD Bank
- Haverhill Bank

Recommendation by Police Chief:  Approved  Denied  
Office Use Only  
\_\_\_\_\_  
Police Chief

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

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

Haverhill, MA  
City Clerk's Office

Aug 27 AM 11 13

RECEIVED

# 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 Roller Skating Rink - Annual License

Name of business "Skateland"

Type of business ROLLER RINK P.O. BOX 5270

Address of business 19 RAILROAD AVE, BROOKFORD MA 01835

more please

[Signature]

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, August 19, 2015

### OFFICE USE ONLY

RENEW

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

FEE 100.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 2015

ATTEST:

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

APPROVED [Signature]

DENIED \_\_\_\_\_

[Signature]  
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

# CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Sunday Roller Skating Rink  
Name of business "Skateland"

Type of business ROLLER RINK

Address of business 19 RAILROAD AVE BRADFORD MA 01835

MARC PUGH

[Signature]

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, AUGUST 19, 2015

### OFFICE USE ONLY

RENEW

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

10.00 per Sunday

FEE 36 X 10 = 360.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 2015

ATTEST:

APPROVED [Signature]

DENIED \_\_\_\_\_

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

[Signature]  
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

73-5

14

CITY OF HAVERHILL

DATE 8/17/15

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a license for

DRAINLAYER

Drainlayer's Name BARRY S. DOBESIC PRINTED Signature [Signature]

Home Address:  
Street 2 Rogers Field Way PO box \_\_\_\_\_  
City/Town Clinton State Ma Zip Code 01510  
Tel No. (978) 345-6051 Cell No. (508) 328-1218

Business Name WEL Contractors, Inc.

Business Address:  
Street 65 Parker St, Unit B PO Box \_\_\_\_\_  
City/Town Clinton State Ma Zip Code 01510  
Tel No. (978) 345-2740 FAX No. (978) 348-7282

Fee \$100.--

New/Renewal  
*All bonds on file*

APPROVED BY CITY COUNCIL VOICE VOTE AUGUST 27 2015  
(see attached)

~~in Municipal Council~~ XX

APPROVED ✓  
DENIED \_\_\_\_\_

Attest:

[Signature]  
CITY CLERK  
[Signature]  
CITY ENGINEER

City Council

**From:** City Council  
**Sent:** Thursday, August 27, 2015 9:42 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:** Laura Angus  
**Subject:** Drainlayer Permit - Barry Dobeck  
**Attachments:** Drainlayer Permit -Barry Dobeck-08272015093743.pdf  
**Importance:** High

Councillors,

Chief DeNaro stopped by looking to see if this drainlayer permit was approved. It should have been on the 8/25 agenda, or taken up under suspension. It was in the Engineer's office.

This drainlayer is going to be doing the work on the new Police maintenance facility. I need you to CALL me with your vote of approval/denial ASAP, please, so the work can begin.

Thank you,  
b

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

**From:** copier [mailto:scanner@cityofhaverhill.com]  
**Sent:** Thursday, August 27, 2015 12:38 PM  
**To:** City Council  
**Subject:** Send data from MFP07612863 08/27/2015 09:37

Scanned from MFP07612863

Date: 08/27/2015 09:37  
Pages: 1  
Resolution: 200x200 DPI

8/27/15  
Yes  
Barrett  
Mike McGonagle  
Sullivan  
LePage  
Daly O'Brien



# Haverhill

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

Date 7/3/15 14

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

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

Drainlayer's Name: David DeLong Signature: David DeLong  
 Business Name: DeLong Construction Company, Inc.  
 Business Address: 100 Burtt Road,  
 City Andover State MA Zip 01810  
 Business Phone: 978-475-0153 Fax: 978-475-7177

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL:

No. \_\_\_\_\_  
 Fee 700.  
 Bonds on File:

Approved   
 Denied \_\_\_\_\_

[Signature]  
 City Engineer

In Municipal Council, \_\_\_\_\_ 20\_\_\_\_

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

(See other side)



# Haverhill

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

June 12, 2015

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

**Subject: *Bryant Avenue – Acceptance of Certificates of Donation of  
 Way Parcels and Acceptance of Street as Public Way***

It recently came to our attention that Bryant Avenue had not been accepted by the City as a public right of way, but is in fact deeded out as private parcels (see attached plan). I have obtained signed Certificates of Donation to the City of these parcels (attached). I hereby request that City Council accept these Parcels, and further that Council vote to accept the way as Public.

Please let me know if you have any questions.

Sincerely,

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

**C: Mayor Fiorentini, Stankovich, Ward, Cox**

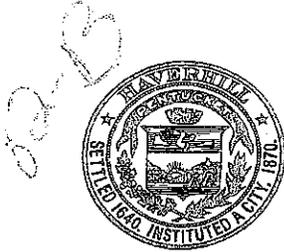
IN CITY COUNCIL: June 16 2015

REFER TO PLANNING BOARD and

VOTED: that COUNCIL HEARING BE HELD SEPTEMBER 8 2015

Attest:

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



14.1.1

DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

IT APPEARING that the common convenience and necessity require it,  
It is hereby  
That the following street herein described be accepted as a  
Public Way

Bryant Avenue

The City accepts the Donation of Land of parcels A, B, 1-A, 2-A, 3-A, & 4-A that comprise the way shown as Bryant Ave on a Plan of Land as surveyed for Heirs of E.E. Bryant, by Ralph B. Brasseur, dated Sept. 1947.

Beginning at a point on the northwesterly corner of Bryant Ave, at land now or formerly of Margaret H. Sargent as shown on a plan entitled Plan of Land as surveyed for Heirs of E.E. Bryant, by Ralph B. Brasseur, dated Sept. 1947; thence running

Easterly by the Northerly line of Parcel A, 92.0 feet to a point, thence

Easterly by the Northerly line of Parcel 1-A, 94.25 feet to a point, thence

Easterly by the Northerly line of Parcel 2-A, 44.45 feet to a point, thence

Southerly by the Easterly line of Parcel 2-A, 12.90 feet to a point, thence

Southerly by the Easterly line of Parcel 3-A, 12.90 feet to a point, thence

Westerly by the Southerly line of Parcel 3-A, 72.25 feet to a point, thence

Westerly by the Southerly line of Parcel 4-A, 66.0 feet to a point, thence

Westerly by the Southerly line of Parcel B, 91.0 feet to a point at the intersection with Chadwick Street, thence

Northerly by the Westerly line of Parcel B and the sideline of Chadwick Street, 11.0 feet to a point, thence

Northerly by the Westerly line of Parcel A and the sideline of Chadwick Street, 11.0 feet to the point of beginning.

Meaning and intending to describe Bryant Avenue as shown on the aforementioned Plan, as recorded in Deed Book 3572, Page 94 and on file at the Haverhill Engineering office as Plan 5B 594, file #7355.

FOR PREPARING RESPONSES TO CIVIL

# CERTIFICATE OF DONATION

Owner(s) of Record; Constance Petralia & James Holland

City/Town: Haverhill Fed Aid Number: \_\_\_\_\_

Project: Bryant Avenue

In Fee: Parcel 2-A, 564+/- sq.ft. Permanent Easement(s): \_\_\_\_\_  
Parcel 3-A, 915+/- sq.ft.

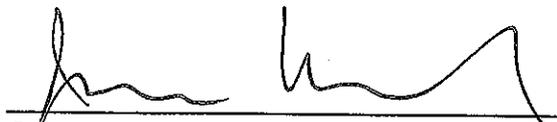
Temporary Easement(s): \_\_\_\_\_

To: William Cox, City Solicitor  
City of Haverhill  
4 Summer St  
Haverhill, MA 01830

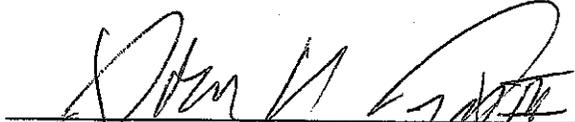
This is to certify that the above referenced parcel(s) were donated by the owner(s) as provided for in the provisions of Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The conveyance of these parcels will be accomplished by deed or Order of Taking and recorded in the Registry of Deeds.

This donation is made of my/our free will. I/we waive my/our right(s) to an appraisal and compensation.

  
\_\_\_\_\_  
Owner(s)/ Authorized Representative

5/8/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John H. Pettis III, P.E. – City Engineer

10/17/14  
\_\_\_\_\_  
Date

**Note:** If the subject parcel(s) is/are owned by a corporation, estate, trust, etc., then an appropriate document, authorizing this donation must be attached to this document.

# CERTIFICATE OF DONATION

Owner(s) of Record; Charity Omondi & Charles Ngunu

City/Town: Haverhill Fed Aid Number: \_\_\_\_\_

Project: Bryant Avenue

In Fee: Parcel 4-A, 808+/- sq.ft. Permanent Easement(s): \_\_\_\_\_

Temporary Easement(s): \_\_\_\_\_

To: William Cox, City Solicitor  
City of Haverhill  
4 Summer St  
Haverhill, MA 01830

This is to certify that the above referenced parcel(s) were donated by the owner(s) as provided for in the provisions of Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The conveyance of these parcels will be accomplished by deed or Order of Taking and recorded in the Registry of Deeds.

This donation is made of my/our free will. I/we waive my/our right(s) to an appraisal and compensation.

Charity Omondi  
Owner(s)/ Authorized Representative

11/4/14  
Date

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

10/17/14  
Date

**Note:** If the subject parcel(s) is/are owned by a corporation, estate, trust, etc., then an appropriate document, authorizing this donation must be attached to this document.

# CERTIFICATE OF DONATION

Owner(s) of Record; Housing Support, Inc.

City/Town: Haverhill Fed Aid Number: \_\_\_\_\_

Project: Bryant Avenue

In Fee: Parcel 1-A, 1.161+/- sq.ft.  
Parcel A, 1.055+/- sq.ft.  
Parcel B, 1.050+/- sq.ft.

To: William Cox, City Solicitor  
City of Haverhill  
4 Summer St  
Haverhill, MA 01830

This is to certify that the above referenced parcel(s) were donated by the owner(s) as provided for in the provisions of Title III, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The conveyance of these parcels will be accomplished by deed or Order of Taking and recorded in the Registry of Deeds.

This donation is made of my/our free will. I/we waive my/our right(s) to an appraisal and compensation.

  
Owner(s)/ Authorized Representative

10-28-14  
Date

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

10/17/14  
Date

Note: If the subject parcel(s) is/are owned by a corporation, estate, trust, etc., then an appropriate document, authorizing this donation must be attached to this document.

Housing Support Inc.  
29 Green Street  
Newburyport, Ma 01950

October 31, 2014

To Whom it may concern:

I affirm that I am E. James Gaines, Executive Director of Housing Support Inc. As such I am authorized to sign a document transferring the road in front of 2 Bryant Ave. to the city of Haverhill.

E. James Gaines



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

August 31, 2015

John Michitson Council President  
And City Councilors  
City of Haverhill

**RE: Street Acceptance for Bryant Ave & Acceptance of  
the Certificates of Donation of Way Parcels**  
Applicant: City of Haverhill

Members Present: Jack Everette, Bob Driscoll, Paul Howard, Bill Evans, Karen Buckley,  
April DerBoghosian, and Karen J. Peugh  
Members Absent: Jack Everette and Krystine Hetel  
Also Present: William Pillsbury, Jr., Director of Economic Development and  
Planning  
Lori A. Woodsum, Office Manager/Economic Development &  
Planning

Dear City Council President and Councilors:

A request from City Engineer John Pettis, Jr., was submitted for street acceptance for Bryant Ave and the acceptance of the Certificates of Donation of Way Parcels that was submitted to the City Council on 6/12/2015. The City Council forwarded this request to the Planning Board to be heard at the 8/12/15 planning board meeting. The city engineer in his report dated 6/12/15 requested that the planning board forward a favorable recommendation to the city council to accept Bryant Ave as a public street and to accept the Certificates of Donation of Way Parcels that were donated to the city.

This request was circulated to the various city departments for their review and comment. The above cited request was scheduled for the 8/12/15 Planning Board meeting. The city engineer in his report dated 6/12/15 to the city council noted that Bryant Ave had not been accepted by the City as a public right of way but was in fact deeded out as private

Street Acceptance for Bryant Ave  
8/12/15 Planning Board Meeting

parcels. He had obtained signed certificates of Donation to the City\*of these parcels and further requested that the way be accepted as Public. The city engineer was looking for a favorable recommendation to the city council.

Chairman Paul B. Howard asked if there was anyone that wanted to speak in favor or in opposition. An abutter from One Bryant Ave came forward to speak. She had a concern with snow removal and trash pickup.

Director William Pillsbury, Jr., informed the abutter that snow removal and trash pickup would be continued as what was previously done in the past. (There were no other people in the audience that wanted to speak.) It was the recommendation of the planning director to send a favorable recommendation to the city council to accept Bryant Ave as a public street and to forward the acceptance of the Certificates of Donation of Way Parcels as submitted by the city engineer, John Pettis, III.

Chairman Paul Howard asked if there were any questions or concerns from the board members. There were no questions or concerns from the board members.

Motion

Member Karen J. Peugh motioned to forward a recommendation to city council to accept the Certificates of Donation of Way Parcels that were donated to the city along with the acceptance of Bryant Ave as a public way. Member Karen Buckley seconded the motion with Members Karen J. Peugh, Bill Evans, Karen Buckley, April DerBoghossian, Bob Driscoll and Paul B. Howard all voting in favor. Members Kenneth Cram, Krystine Hetel and Jack Everette were absent. Motion passed.

Signed,

  
Paul B. Howard   
Chairman

Attached: City Department Reports

CC: Bryant Ave Street Acceptance File  
Mayor James Fiorentini  
William D. Cox, Jr., City Solicitor  
City Departments &  
City Engineer John Pettis III



# Haverhill

Economic Development and Planning  
Phone: 978-374-2330 Fax: 978-374-2311  
wpillsbury@cityofhaverhill.com

September 3, 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 Acceptance – Bryant Avenue**

On August 12, 2015, the Haverhill Planning board voted to send a favorable recommendation to the city council on the acceptance of the above referenced street as a public way. This roadway was part of a new subdivision approved by the Haverhill Planning Board and was constructed in accordance with an approved definitive plan. A bond was posted as surety that the improvements were constructed in accordance with the approved plan. By virtue of the fact that the bond has been reduced to a zero balance as recommended by the city engineer, and that all as-built plans have been reviewed and approved by the city engineer, and that the legal description of the roadway to be accepted has been approved by the City engineer. Then as required by the state subdivision control law the city council has been requested to accept Bryant Avenue as a public way.

As Planning director, I concur with the planning boards action and recommend that the city council formally accept the above referenced streets as proposed.

**Recommendation: Accept the street as public ways as proposed.**



DOCUMENT

15.1

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of \$27,785.71 be transferred from *Insurance Proceeds > \$20,000* to the Capital Account, *School Building Repair* to repair water damage at Whittier School covered by insurance proceeds.



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
PHONE 978-374-2300  
FAX 978-378-7544  
MAYOR@CITYOFHAVERHILL.COM  
WWW.CITYOFHAVERHILL.MA.US

September 3, 2015

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

RE: Transfer

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

Enclosed please find an order to transfer \$27,785.71 from the Insurance Proceeds to the Capital Account for School Building Repair to repair water damage at Whittier School covered by insurance proceeds.

The transfer order is attached and I recommend approval.

Very truly yours,

  
James J Fiorentini, Mayor



DOCUMENT

16.1

CITY OF HAVERHILL

In Municipal Council

Chapter 240

~~ORDAINED~~ Municipal Ordinance

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, §85, Schedule B: Parking Restrictions and Prohibitions, as amended, is hereby further amended as follows:

**Orchard Street:**

From its intersection with Locke Street  
easterly for 115 feet, north side

No parking

24 hours

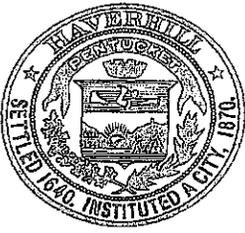
From its intersection with Locke Street  
easterly for 80 feet, south side

No parking

24 hours

APPROVED AS TO LEGALITY

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



# Haverhill

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

August 27, 2015

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

**Subject: *Orchard Street – Parking Restriction***

After reviewing the area of Orchard Street adjacent to the recently installed sidewalk bump-out for outdoor dining, and reviewing with Highway and Police Departments, it is recommended that there be no parking on either side of the road adjacent to the bump-out.

Please contact me if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox, DeNaro

16.2



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED MUNICIPAL ORDINANCE

CHAPTER 240

AN ORDINANCE RELATING TO BOARDS AND COMMISSIONS

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 11, Article XIV, as amended, is hereby further amended as follows:

ARTICLE XIV. Central Business District Parking Commission

§ 11-70. Establishment; membership; appointment.

By deleting the word "six" in the first sentence before the word "members", and by inserting in place thereof the word "seven". Also by adding the words "and one of whom shall be a City Councillor selected by the Council to serve." at the end of the first sentence.

§ 11-72. Powers, duties and responsibilities generally.

By deleting section C. in its entirety and inserting in place thereof the following:

"Upon receiving a recommendation for a change in days/hours or fees from either the Mayor or City Council, the Commission may set days/hours and fees for paid parking within the Central Business District subject to the following restrictions:

1. Any initial rate change by the Commission shall be limited no to exceed \$1.00 per hour for any parking fee and \$20.00 per month for any parking permit. Additionally, not such initial fee shall be implemented without providing for payment in intervals of fifteen (15) minutes, as well as pay by phone and merchant validation methods. Any initial change in rates for paid parking shall be in effect for a period of not less than two (2) years before any further such increase may be considered and acted on by the Commission. The Commission shall review area communities paid parking rates when considering any such increase and give consideration to the needs of the public, residents and merchants to provide parking at the lowest cost possible. Following any initial increase in paid parking rates, the Commission shall not increase rates in excess of \$ 0.25 per hour or \$5.00 per

Back

CURRENT ORDINANCE (Changes are highlighted)

Field Code Changed

Chapter 11. Boards and Commissions

Article XIV. Central Business District Parking Commission

[Adopted 12-14-2004 by Doc. 11-Y (Ch. 240B of the 1980 Code)]

§ 11-70. Establishment; membership; appointment.

[Amended 10-16-2012 by Doc. 92]

There is hereby established a Central Business District Parking Commission, hereinafter called the "Commission," which shall consist of ~~six-seven~~ members, two of whom shall be either residents of or work in the Central Business District and one of whom shall be a City Councillor selected by the Council to serve. Members of the Commission shall serve without compensation. The Superintendent of Highways, City Engineer, Planning Director and the Police Chief or designee shall be nonvoting ex officio members of the Commission. The Central Business District shall be defined as all streets, ways, highways and roads, along with all municipal parking lots, as shown on a plan entitled "Plan of Public Parking Locations Within the Central Business District — 2004" dated October 21, 2004, and filed in the office of the City Engineer, Section 2B, Plan 2847.

§ 11-71. Appointment; term; removal; filling vacancies.

The members of the Commission shall be appointed by the Mayor, subject to confirmation by the City Council. The Mayor shall designate one member as the Chairperson. The terms of the first members of the Commission shall be for one, two or three years and so arranged that the term of one of the members expires each year, and their successors shall be appointed for terms of three years each. A member may be removed by a vote of 2/3 of all the members of the City Council and approval of the Mayor. Any vacancy occurring shall be filled in the same manner as the original appointment.

§ 11-72. Powers, duties and responsibilities generally.

[Amended 12-30-2008 by Doc. 136]

The Commission shall have exclusive authority, except as otherwise provided herein, to take any and all of the following actions:

- A. The Commission shall be charged with the development, management, operation and maintenance of all municipal parking lots, as well as the parking of motor vehicles on streets, ways, highways and roads, within the Central Business District which are under the control of the City.

B.

The Commission may make recommendations to the Mayor and City Council concerning the adoption, alteration or repeal of reasonable rules and regulations relative to the orderly parking of motor vehicles on streets, ways, highways, roads and municipal parking lots within the Central Business District which are under the control of the City.

Notwithstanding any other provisions of this Code, the Commission may specify which parking spaces within any municipal parking lot are classified as either a paid parking or permit parking space, subject to the public hearing requirements in Subsection F below, with any changes from the current configuration to be noted on the most recent Central Business District Parking Map. Any such determination shall take effect for a period not to exceed 45 days upon passage by the Parking Commission and have the same force and effect as if enacted as an ordinance. The Parking Commission shall submit any such changes to the City Council within 48 hours of approval. The City Council shall place the changes approved by the Commission on its regularly scheduled meeting as an Order. If the Council and Mayor approve the Order, the changes shall become permanent, or, if the Council and Mayor do not approve the Order, then the changes shall expire at the end of the forty-five-day period.

[Amended 11-13-2012 by Doc. 99-E]

C.

Upon receiving a recommendation for a change in days/hours or fees from either the Mayor or City Council, the Commission may make set days/hours and fees for paid parking within the Central Business District subject to the following restrictions:

1. Any initial rate change by the Commission shall be limited not to exceed \$1.00 per hour for any parking fee and \$24.00 per month for any parking permit. Additionally, not such initial fee shall be implemented without providing for payment in intervals of fifteen (15) minutes, as well as pay by phone and merchant validation methods. Any initial change in rates for paid parking shall be in effect for a period of not less than two (2) years before any further such increase may be considered and acted on by the Commission. The Commission shall review area communities paid parking rates when considering any such increase and give consideration to the needs of the public, residents and merchants to provide parking at the lowest cost possible. Following any initial increase in paid parking rates, the Commission shall not increase rates in excess of \$ 0.25 per hour or \$5.00 per month for permits at any one time. The Commission shall not make any provisions for paid parking on Sundays and legal holidays.
2. The Commission shall consider any change in days/hours or rates for paid parking by conducting a public hearing as provided for in Subsection F below.
3. No change in rates or days/hours of paid parking shall be effective before January 1, 2016 and/or for a period of thirty (30) days after Commission approval.
4. The Parking Commission shall submit any such changes in rates or hours for paid parking to the City Council within 48 hours of approval in the form of an Order. The City Council shall place the Order on its next regularly scheduled meeting. If a majority of the City Council at its next regularly scheduled meeting does not vote in the affirmative to override the Commission's proposed change in rates or

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~~Some hours will still remain, the charges will become permanent and have the same force and effect as an Ordinance. If the City Council votes to override the Commission proposed change in rates or days/hours of paid parking, then they shall return the matter to the Commission for further consideration.~~

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~~recommendations to the Mayor and City Council of the City General Ordinance to regulate parking in paid for and a schedule of parking fees and other charges for the use of such parking. In developing recommendations concerning parking fees, the Commission shall give consideration to the needs of the public, section to and provisions to provide parking at the lowest cost possible.~~

D.

The Commission may make recommendations to the Mayor and City Council for a schedule of fines for the violation of parking rules and regulations as authorized by Massachusetts General Laws.

E.

Public notice of any proposed recommendations to the Mayor and City Council concerning adoption, alteration or repeal of a rule, regulation, fee or fine shall be given at least 48 hours prior to a public hearing by posting such recommendations.

F.

The Commission shall hold a public hearing for any proposed recommendations to the Mayor and City Council concerning adoption, alteration or repeal of a rule, regulation, fee or fine prior to making such recommendation and shall, following such hearing, determine by majority vote whether to recommend the adoption, alteration or repeal of a rule, regulation, fee or fine. Any recommendation concerning the adoption, alteration or repeal of a rule, regulation, fee or fine shall then be forwarded to the Mayor and City Council for further action as required by the Code.

G.

The Commission with the approval of the Mayor may employ a Parking Administrator or other management entity who shall hold the stature of a City department head and who shall oversee and supervise employees of the Commission. The Commission may also employ such personnel as it may deem necessary, or, may contract with other municipal departments for services to be provided, such as the Police Department for enforcement, and the Highway Department for maintenance, repairs and snow removal. In addition, the Commission, through the Mayor, may enter into contracts for services which are deemed necessary or advisable from outside vendors and providers, including the retention of services of qualified consultants, subject to compliance with competitive bidding requirements.

H.

Nothing in this article shall be construed to authorize the Commission to modify or limit any power or authority of the departments of public works or public utilities of the Commonwealth or the Highway Department and Police Department of the City; or to modify or limit any power or authority of the Mayor, City Council or of any board, commission or head of a department or division with reference to the issuance of licenses or

permits for the opening, closing, using or occupying of streets and sidewalks for reasons not related to parking. Further, winter parking regulations as included in § 240-24 and §§ 240-58 through 240-60 shall remain in effect in the Central Business District and shall not be abridged by the Commission.

I.

The Commission shall annually submit a budget to the Mayor and City Council for their approval.

J.

The Commission shall annually, on May 15, make a report of its activities to the Mayor and City Council.

**§ 11-73. Existing ordinances and orders to remain in effect.**

All existing ordinances and orders relating to the parking of motor vehicles on streets, ways, highways, roads and municipal parking lots within the Central Business District which are under the control of the City shall remain in full force and effect until superseded by rules, regulations, fees or fines adopted by the Commission pursuant to § 11-75, and the adoption thereof shall not affect any act done, any right accrued, any penalty incurred or any suit, prosecution or proceeding pending at the time of such adoption.

**§ 11-74. ~~Implementation of Merrimack Street Parking Lots Memorandum~~**

Notwithstanding any other provisions of this Code, from October 1, 2015 through October 1, 2016, there shall be unlimited, free parking in Herbert H. Goecke, Jr. Parking Deck, Merrimack Street Parking Lot, the Riverfront Promenade Parking Lot, Elliot Place Parking Lot and the How Street Parking Lot between 5 p.m. and 8 a.m., Monday through Saturday, to alleviate conditions resulting from the ongoing Harbor Place construction. These provisions may be further extended by an Order approved by the Mayor and City Council.

~~{Amended 4-14-2009 by Dec. 16-C}~~

~~The Commission shall take no action to alter or change the current configuration of parking rules and regulations until such time as an initial implementation plan is presented and approved by the City Council and Mayor. The first phase of the plan is to lease parking spaces for no less than \$75 per month on the upper level and no less than \$100 on the lower level of the Herbert H. Goecke, Jr. Parking Deck as shown on the most recent Central Business District Parking Map filed in the Office of the City Engineer, a copy of which is also on file with the City Clerk. The lease shall be limited to a maximum of two years. The Commission may proceed with this phase without further approval of the City Council and Mayor.~~

**§ 11-75. Revenue.**

All revenue collected by the Commission shall be deposited into an account designated "Parking Revenue Account" as prescribed by General Laws. All funds in said account shall only be subject to appropriation by the City Council and Mayor, which appropriation shall be limited to development, management, operation, maintenance and improvement in all municipal parking lots, streets, ways, highways and roads with the Central Business District.



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

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September 3, 2015

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

RE: An Ordinance Relating to Boards and Commissions

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

Attached is an amended ordinance relating to boards and commissions. I have attached the ordinance highlighting the changes for easier review.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

82-B



DOCUMENT 2-J

17.1

# CITY OF HAVERHILL

In Municipal Council August 25 2015

**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:

**EFFECTIVE 7/1/14 1.5%**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
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	\$ 16.25	\$ 17.16	\$ 18.28	\$ 19.38		
Laborer	\$ 15.65	\$ 16.57	\$ 17.68	\$ 18.80		
Highway/Park Maintenance Person	\$ 15.18	\$ 16.09	\$ 17.19	\$ 18.33		
Stores Delivery Person/Houseworker	\$ 15.18	\$ 16.09	\$ 17.19	\$ 18.31		
General Foreperson	\$ 13.56	\$ 13.95	\$ 14.36	\$ 14.36		
Working Foreperson/Tree	\$ 23.71	\$ 25.47	\$ 26.06	\$ 27.21	\$ 28.29	
Working Foreperson/Park Mntce Craftsperson	\$ 19.77	\$ 21.57	\$ 22.15	\$ 23.28	\$ 24.10	
Park Maintenance Craftsperson (Skylift Operator)	\$ 19.77	\$ 21.57	\$ 22.15	\$ 23.28	\$ 24.41	
Senior Groundswoker	\$ 16.48	\$ 17.74	\$ 18.93	\$ 20.04		
MEO LHS	\$ 16.24	\$ 17.16	\$ 18.29	\$ 19.37		
MEO/Groundswoker/Laborer	\$ 16.24	\$ 17.16	\$ 18.29	\$ 19.37		
Groundswoker	\$ 15.66	\$ 16.57	\$ 17.67	\$ 18.80		
Solid Waste Recycling Coordinator	\$ 15.18	\$ 16.09	\$ 17.19	\$ 18.32		
	\$ 942.13	\$ 970.24	\$ 997.54			

**EFFECTIVE 7/1/15 1.5%**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
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		



JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
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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



*file 10/20/15*

CITY OF HAVERHILL

In Municipal Council August 25 2015

~~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.

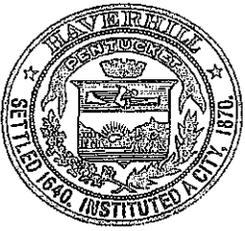
- B. For nonresidential users and multifamily dwellings, the number of units shall be calculated by dividing the design flow by 330 gallons per day (gpd) which is the flow generated by a hypothetical three-bedroom single family residence. The design flow for nonresidential and multifamily dwellings shall 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

PLACED ON FILE for at least 10 days  
Attest:

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



# 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

CITY OF HAVERHILL

In Municipal Council August 25 2015



ORDERED:

MUNICIPAL ORDINANCE

CHAPTER 249

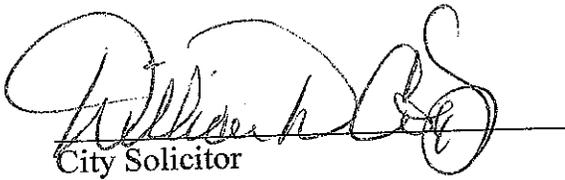
AN ORDINANCE RELATING TO COMBINED SEWER OVERFLOW (CSO) FEE

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

PLACED ON FILE for at least 10 days

Attest:

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

*File 10/2/15*



CITY OF HAVERHILL

In Municipal Council

August 25 2015

~~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

PLACED ON FILE for at least 10 days  
Attest:

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

140/08



DOCUMENT 140/08

*Water/  
wastewater*

CITY OF HAVERHILL

In Municipal Council December 30 2008

*Backp*

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

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

*Back*

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 <sup>st</sup> offense	\$150 plus time, materials and estimated water usage
Each subsequent offense	\$250 plus time, materials and estimated water usage
Unauthorized connection - 1 <sup>st</sup> Offense	\$150 plus time, materials and estimated water usage
Each subsequent offense	\$250 plus time, materials and estimated water usage
Unauthorized meter change-1 <sup>st</sup> Offense	\$150 plus time, materials and estimated water usage

Each subsequent offense	\$250 plus time, materials and estimated water usage
Unauthorized meter removal-1 <sup>st</sup> Offense	\$150 plus time, materials and estimated water usage
Each subsequent offense	\$250 plus time, materials and estimated water usage
Unauthorized hydrant use, 1 <sup>st</sup> 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 <sup>st</sup> 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
	Without infrared	2 feet per 2 feet by 5 feet
	With infrared	2 feet per 2 feet by 5 feet
	Cement sidewalk	Per square foot
		Cost
		\$12
		\$52
		\$25

(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.

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 <sup>nd</sup> 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 <sup>nd</sup> device at same location





CITY OF HAVERHILL

In Municipal Council August 25 2015

~~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.

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

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FOUR SUMMER STREET  
HAVERHILL, MA 01830  
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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:

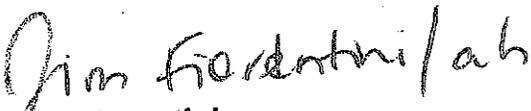
- Produce a total development cost in excess of \$30 million dollars
- Creates no less than 100 new jobs
- Results in not less than a twenty-five (25%) percent increase in annual real estate taxes
- Provide for thirty (30%) percent local hires in the construction of the project to be monitored by the 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

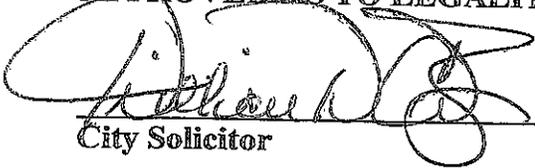
JJF/ah

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."

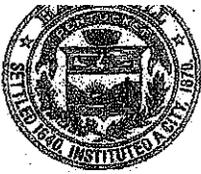
APPROVED AS TO LEGALITY



City Solicitor

PLACED ON FILE for at least 10 days  
Attest:

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



176

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

Sept. 1, 2015

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Stephen C. Gullo, MAA  
Assessor

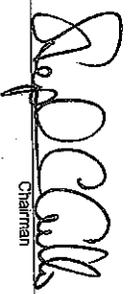
Aug-15

Day	2015 MVE	2014 MVE	2013 MVE	2015 REAL ESTATE	2014 REAL ESTATE	2013 REAL ESTATE	2015 BOAT	2015 P. P.	2014 PERSONAL PROP	2013 MVE CANCEL	2005 MVE UNCOL	2006 MVE UNCOL	2007 MVE UNCOL	2003 UNCL PERS PROP	1999 UNCL PERS PROP
1															
2															
3	11017-\$2115.58	11018-\$197.50													
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14	11198-\$4949.68														
15															
16															
17		11200-\$26.52					11199-\$25.00								
18															
19															
20															
21															
22															
23															
24	11242-\$3924.57	11243-\$20.94	11245-\$26.25				11256-\$92.92								
25															
26															
27															
28															
29															
30															
31	11313-\$4016.45														
Rebunds															
Rec. by															
Collector															
Totals	15,006.28	683.99	26.25				117.92								

To the Auditor of Accounts:  
 This is to certify that abatements as shown above, amounting in the FIFTEEN THOUSAND EIGHT HUNDRED THIRTY FOUR & 47/100  
 have been CANCELLATION ABATEMENT

BOARD OF ASSESSORS.

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



CITY COUNCIL

JOHN A. MICHITSON  
*PRESIDENT*  
ROBERT W. 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



18.1

CITY HALL, ROOM 204  
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citycncd@cityofhaverhill.com

CITY OF HAVERHILL  
HAVERHILL, MASSACHUSETTS 01830-5843

September 3, 2015

TO: Members of the City Council:

Council President John Michitson wishes to discuss possibility of experimental Verizon 10-gigabit Internet service for Haverhill, currently being tested in Framingham.

  
Council President John A. Michitson

CITY COUNCIL

JOHN A. MICHITSON  
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ROBERT H. SCATAMACCHIA  
VICE PRESIDENT  
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201

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MINUTES OF THE ADMINISTRATION AND FINANCE COMMITTEE  
MEETING HELD ON AUGUST 26, 2015

An Administration and Finance Committee Meeting was held on Wednesday, August 26, 2015 at 7:00P.M. in the City Council office, Room 204.

Committee Members: Committee Chairperson Colin LePage, Councillor William Macek, Councillor Mary Ellen Daly O'Brien, Councillor Michael McGonagle. Councillor Melinda Barrett also attended.

Department Heads: Mayor James Fiorentini, City Solicitor William Cox, DPW Director Michael Stankovich

Attendees: Matt Belfiore, Tim Coco, John Burke, Todd Gilbert, Chuck Stearns

The following items were discussed:

- 1.) Doc. 58 – Ordinance relating to Vehicles & Traffic: Amend Ch. 240-108, Article XVI, Parking Fees, Rates & Terms, Central Business District – East Section Only;
- 2.) Doc. 58-B – Ordinance relating to Vehicles & Traffic: Amend Ch. 240-108, Article XVI, Parking Fees, Rates & Terms, Central Business District – West Section Only;  
*The Mayor submitted a "Memorandum on proposed compromise" document (see attached\*) containing 9 proposed clauses for discussion. He explained that the proposed plan would give authority of rates and hours to the Parking Commission with the Council having veto powers. Todd Gilbert was introduced as a representative of LAZ Parking, the new parking management services vendor for the downtown. The Mayor, along with Michael Stankovich (Parking Commission), John Burke (parking consultant) and Todd Gilbert discussed the existing program and equipment as well as potential future enhancements. Committee members LePage, Macek and Daly O'Brien reviewed, discussed and amended clauses of the proposal with Committee member McGonagle abstaining. A motion was made to refer the amended document proposal to the full Council for their consideration. Motion passed.*
- 3.) Doc. 67 – Ordinance relating to Peddling and Soliciting - Amend City Code, Ch. 191, Article VII Food Trucks; *At the request of the Mayor, a motion was made to table the matter to the next scheduled meeting (date to be determined) to allow for further information to be obtained. Passed unanimously.*
- 4.) Doc. 10-Q – Communication from Councillor Daly O'Brien requesting to introduce Tim Coco to discuss City Council audio and remote participation for Council meetings; *The Committee reviewed recommendations made by Tim Coco to improve the audio quality of remote participants for public meetings broadcast by HCTV. A motion was made to recommend acquisition of "Option 1 equipment" (email attached\*) to the full Council including a letter to the Mayor for funding of the equipment. Passed unanimously.*

Respectfully submitted,

*Colin LePage*<sub>bs</sub>

Colin LePage, Chairperson  
Administration and Finance Committee  
Haverhill City Council

September 3, 2015

CL/bsa

c: Mayor James J. Fiorentini  
City Council

- \*Handout from Mayor Fiorentini, "Memorandum on proposed compromise – Invest in Downtown"
- \*Handout from Tim Coco, "Audio Options for Haverhill City Council"

# Memorandum on proposed compromise

## *INVEST IN DOWNTOWN*

1. Proposed increases and changes in hours referred to parking commission. City councilor appointed to parking commission.
2. Parking commission can set a proposed rate, not to exceed \$1 per hour and not to exceed \$20 per month for stickers. New rate cannot take effect until ~~30~~ after it is voted January 2, 2016. Council has veto power of proposed new rate. People can pay in 15 minute intervals.
3. If no action is taken, new rate takes effect but no earlier than 30 days after voted by parking commission. If a majority of the city council affirmatively votes down rates within twenty days then they do not take effect.
4. Parking commission sets hours, subject to same council veto powers above.
5. No new rate increase takes place until pay by phone and merchant validation are put in place along with it. ~~(This will take about 30-45 days.)~~ (January 2, 2016)
6. Future rates and hours can be set by parking commission subject to same veto powers listed above. ~~Rates cannot rise above what they are set in area communities that charge for parking.~~ No rate increase to take effect until January 2, 2016. Rates frozen for two years after. Future rate increases cannot exceed 25 cents.
7. Free parking in all Merrimack St lots from 5 PM on. This will remain in effect for one year from the date of enactment to give some relief during the Harbor Place construction. (December 31, 2016)
8. Continued free on ~~Saturday~~ and Sunday and legal holidays.
9. City will institute invest in downtown program
  - a. All proceeds from meters and receipts invested in downtown
  - b. Council presented with budget and must approve
  - c. City as part of budget will hire full time person to clean, and will improve the downtown lighting. City will attempt to do more to sweep and clean sidewalks and alleyways where we can get permission to do so.

## City Council

---

**From:** Colin LePage <colinlepage@hotmail.com>  
**Sent:** Monday, August 24, 2015 5:29 PM  
**To:** Colin LePage  
**Cc:** City Council  
**Subject:** FW: Audio Options for Haverhill City Council

Just FYI ...

---

**Date:** Mon, 24 Aug 2015 17:16:31 -0400  
**Subject:** Audio Options for Haverhill City Council  
**From:** [tcoco@whav.net](mailto:tcoco@whav.net)  
**To:** [mbelfiore@haverhillcommunitytv.org](mailto:mbelfiore@haverhillcommunitytv.org); [dbeal@haverhillcommunitytv.org](mailto:dbeal@haverhillcommunitytv.org)  
**CC:** [colinlepage@hotmail.com](mailto:colinlepage@hotmail.com); [medobrn@aol.com](mailto:medobrn@aol.com)

Matt and Darlene,

Thank you for taking the time to speak with me on the telephone today. Below are the options I mentioned that would improve the sound of remote meeting participants while reducing audio artifacts.

Implementation of either option will also improve the experience for viewers and listeners at home since both include a "mix-minus" component, required for satisfactory, full-duplex sound.

### Option 1:

This combination of two pieces of equipment provides an array of alternative uses and flexibility. The auto answer feature could come in handy if there are disconnects or no one is available to handle the answering of calls during a live meeting.

JK Audio AutoHybrid, \$199.50  
Auto Answer Hybrid  
<http://www.bswusa.com/Hybrids-JK-Audio-AutoHybrid-P3060.aspx>

Broadcast Tools MIX-4, \$249.95  
4CH Stereo Audio Utility Mixer  
<http://www.bswusa.com/Interfaces-and-Routers-Broadcast-Tools-MIX-4-P11284.aspx>

Data sheets attached. Optional rack mounting panels available.

### Option 2:

It may be possible for the single device below to handle most needs at an affordable price.

JK Audio InlinePatch, \$256.50  
Telephone Audio Interface  
<http://www.bswusa.com/Hybrids-JK-Audio-InlinePatch-P3081.aspx>

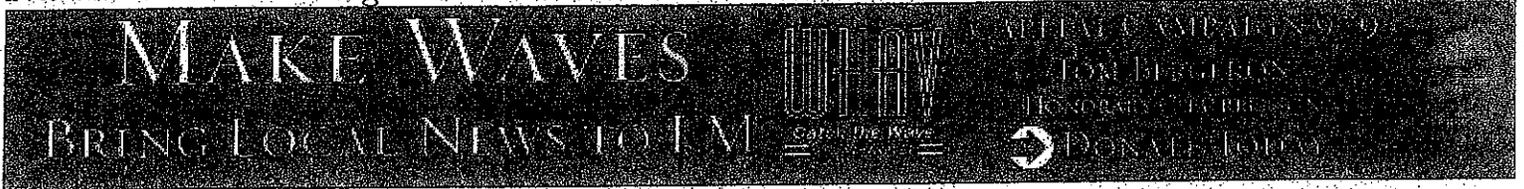
Data sheets attached. Optional rack mounting panels available.

In either case, there must be an audio output from HC Media's equipment to enable the remote participant to hear the same sound feeding the room speakers and HC Media's input. As discussed, WHAV could take an audio feed from your installed mixer (or alternatively, a distribution amplifier, if the load is too great or no additional outputs are available). WHAV would then take the responsibility of feeding the audio to its studios for either on-air use, audio for later newscasts or both.

The telephone interface, in reality, serves solely a city need and helps improve compliance with the Open Meeting Law. As such, I think it is reasonable to determine if the city would cover this cost. If not, we can discuss alternatives.

Again, thank you for discussing these ideas with me.

Tim Coco  
*President & General Manager*



189 Ward Hill Avenue  
Haverhill, MA 01835-6973

Tel.: (978) 374-2111

Fax: (978) 379-8480

Radio: AM 1640

FM 97.9 (granted)

Web/mobile: [www.WHAV.net](http://www.WHAV.net)

Cable TV: Consult your local public access station

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CITY COUNCIL

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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
10-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
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