



**CITY OF HAVERHILL  
CITY COUNCIL AGENDA**

*Linda*

**Tuesday, July 8, 2014 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**

3.1. Document 16-F, Communication from Mayor Fiorentini submitting Ordinance adding additional parking spaces downtown for Haverhill Place parking lot and the new Harbor Place development

3.1.1. Document 13-C, Ordinance re: Vehicles and Traffic; Amend Central Business District Parking Map *filed June 18 2014*

**4. Utility Hearing(s) and Related Order(s)**

Attachments

No Schedule

**5. Appointments**

**5.1. Confirming Appointments:**

No Schedule

**5.2. Non-Confirming Appointments:**

5.2.1. Purchasing Agent and Energy Director - *Orlando Pacheco*

5.2.2. Energy Committee -- *Shaun Ashworth* Expires July 8 2015

Attachments

**5.3. Resignations:**

No Schedule

**6. Petitions**

**6.1. Petitions:**

No Schedule



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, July 8, 2014 at 7:00 PM  
City Council Chambers, Room 202

## 6.2. Applications:

- 6.2.1. Thomas Lyons requests permit to hold Benefit Concert for *Steve Lyons Memorial Fund*, at Winnekenni Castle, Saturday, August 23<sup>rd</sup>, 11 am to 7 pm Attachment
- 6.2.2. Tyler Kimball requests *reconsideration* of permit to hold *Dirty Girl* race event at Kimball Farm, 791 East Broadway, Saturday, July 19<sup>th</sup>; 8 am to 4 pm Attachment  
Related communication from Police Chief Alan DeNaro regarding conditions for event

## 6.2.3. Tag Days:

6.2.3.1. *Greater Haverhill Boys & Girls Club*; July 26th

## 6.3. Annual License Renewals:

### 6.3.1.1. Hawker Peddlers License Renewals 2014:

1. Marcus Hoggard – New Employee of “Food Train” at Swasey Park, January to December, Monday – Saturday, 10 am to 8 pm
2. Tiffany Bell – New Employee of “Food Train”, as listed above

### 6.3.1.2. Door-to-Door Sales

1. Alex McGovern – to sell Solar Panels throughout Haverhill; January – December, Monday – Saturday; 9 am to 6 pm Attachments

### 6.3.1.3. Coin-Op License Renewals 2014:

No Schedule

### 6.3.1.4. Sunday Coin-Op License Renewals 2014:

No Schedule

### 6.3.1.5. Drainlayer Renewals 2014:

### 6.3.1.6. Buy & Sell 2<sup>nd</sup> Hand Articles:

No Schedule

### Buy & Sell 2<sup>nd</sup> Hand Clothing:

No Schedule

### Pool & Billiards:

No Schedule



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, July 8, 2014 at 7:00 PM  
City Council Chambers, Room 202

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**Bowling:**

No Schedule

**Buy & Sell Old Gold:**

No Schedule

**Junk Dealer**

No Schedule

**7. Hearings and Related Orders:**

7.1. Document 16-C, Mayor Fiorentini submits documents relating to Urban Center Housing – TIF plan and zone; authorizing Mayor to file documents relating to Harbor Place Project; to be voted on at Council Hearing July 8

7.1.1. Document 29-E, Resolution – Authorize Mayor to submit a UCH Zone and plan to the Commonwealth

7.1.1.1. Order – Harbor Place TIF Agreement

7.1.1.2. Order – Authorize Mayor to execute two Parking License Agreements with Merrimack Street Ventures, LLC for 198 parking permits (First Agreement is for 100 new permits and second agreement is for 98 existing permits) to be utilized in Herbert H Goecke Jr Parking Deck *and also* Authorize Mayor to execute a Memorandum of Agreement with Merrimack Street Ventures LLC relative to creation of 9 thirty-minute spaces on lower level of said Parking Deck on or about October 2016

7.1.1.3. Order – Authorize Mayor on behalf of City to accept an easement from D.R. Locke LLC relative to an access, support/piling system, temporary construction easements at the rear of the premises at 56-66 Merrimack st and adjacent to Wall Street as shown on easement plan attached to said Agreement *and also* authorize Mayor to accept as easement from Kimberly Cook, Trustee of Vintage Treasure Realty Trust, relative to an access, utility, support/piling system, and temporary construction easements at the rear of the premises at 68-70 Merrimack st and adjacent to Wall Street, shown on easement plan attached to said Agreement

Attachments

**8. MOTIONS and ORDERS**

8.1. Order – Authorize Mayor execute documents to waive City's interest in bequests from Estate of Elmo D'Alessandro in amount of \$83,500 pursuant to June 30<sup>th</sup> 2014 request of Attorney Dennis M Spurling  
Attachment



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, July 8, 2014 at 7:00 PM**  
**City Council Chambers, Room 202**

8.2. Order- Transfer \$795,116 to/from accounts as stated to close out FY2014:

<u>Amount</u>	<u>From</u>	<u>Amount</u>	<u>To</u>
\$600,000	Budget Reserve	\$600,000	Snow & Ice Expenses
\$56,116	Salary Reserve	\$3,040	Council Salary
\$8,800	City Clerk Salary	\$1,303	Auditor Salary
\$45,000	Liability Insurance	\$4,230	Mayor Salary
\$10,000	Street Lighting Expenses	\$1,280	Purchasing Salary
\$74,700	Health Insurance	\$1,850	Human Resources Salary
\$500	Parks Expenses	\$15,700	MIS Salary
		\$800	Economic Dev Salary
		\$1,326	Building Inspection Salary
		\$3,575	Public Works Admin Salary
		\$6,206	Refuse Salary
		\$16,504	Parks Salary
		\$802	Veterans Salary
		\$26,000	Legal Expenses
		\$10,000	Human Resources Expenses
		\$8,800	City Clerk Expenses
		\$1,500	Public Works Admin Expenses
		\$13,000	Veterans Expenses
		\$ 9,900	Stadium Expenses
		\$1,800	Senior Center Expenses
		\$67,500	Refuse Expenses

Attachments

8.2.2 Order – Transfer \$84,101.37 from Wastewater Salaries to Wastewater Capital to fund wastewater capital projects

8.2.3 Order – Transfer \$5,263 to/from following account as stated to close out FY2014:

<u>Amount:</u>	<u>From:</u>	<u>To:</u>
\$5,263	Police-Salary	Police Expense (Utilities)

Attachments

**Ordinances (File 10 Days)**

8.3. Ordinance re: Parking – 103 Bellevue av, Delete Handicap Parking

8.4. Ordinance re: Parking – 348 River st, Delete Handicap Parking

**File 10 days**

**File 10 days**

Attachments



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, July 8, 2014 at 7:00 PM  
City Council Chambers, Room 202

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## 9. Unfinished Business of preceding Meetings

- 9.1. Document 11-G, Ordinance re: Salaries – Conservation Officers, Dog Officers, Police Mechanics, Police Building Maintenance Craftsman/Custodian and Public Property Building Custodian Group  
*filed June 25 2014*
- 9.2. Document 12-L, Ordinance re: Parking – 20 Swasey st; Add Handicap Parking  
*filed June 18 2014*
- 9.3. Document 12-M, Ordinance re: Parking – 23 Arch av, Add Handicap Parking  
*filed June 18 2014*
- 9.4. Document 34-C, Ordinance re: Parking – No Parking Entire East side of Nettleton av  
*filed June 18 2014*
- 9.5. Document 38-D, Amended Bond Order – Amend original Order approved on December 10 2013, authorizing the borrowing of \$420,000 to pay costs of purchasing a new fire truck as follows:  
Authorize the amount of \$508,970 relating to acquiring a new fire truck  
*filed June 18 2014* Attachments

## 10. Communications and Reports from City Officers and Employees

No Schedule

### 10.1. Monthly Reports:

- 10.1.1. Abatement report from Board of Assessors for month of June 2014 Attachment

### 10.2. Communications from Councillors:

- 10.2.1. Communication from Councillor Ryan requesting a discussion regarding “news boxes” in front of the Haverhill Post Office
- 10.2.2. Communication from Councillor Ryan requesting a discussion regarding increasing commuter traffic in the morning and afternoon on interstate 495
- 10.2.3. Communication from Councillor Macek requesting to remove Document 83/2013; a petition from Lap Nguyen to purchase City property, a dead-end section of Worcester st, from the Committee Study list Attachments

### 10.3. Communications from City Employees:

No Schedule



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, July 8, 2014 at 7:00 PM  
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## 11. Resolutions, Proclamations & Home Rule Petitions

No Schedule

## 12. Council Committee Reports and Announcements

### 12.1. Council Committee Reports

12.1.1. Councillor LePage submits Minutes of the Administration & Finance Committee meeting held on June 26<sup>th</sup> Attachment

### 12.1.2. Documents referred to Committee Study

No Schedule

## 13. Adjourn



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
4-2300  
7544  
ERHILL.COM  
LL.MA.US

3.1

June 13, 2014

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

RE: Harbor Place Parking Ordinance

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

As part of our plan to accommodate the new Harbor Place development, we would like to add additional parking spaces downtown. Those additional parking spaces would be at the parking lot known as "Haverhill Place" and by adding additional diagonal spaces on Bailey Boulevard.

I am enclosing an ordinance which would accomplish that. I am also enclosing a letter of recommendation from Mike Stankovich, Director of DPW. I will be before you prior to that time to discuss the Harbor Place development and this plan.

This document must be placed on file for two weeks after which time I recommend approval.

Respectfully submitted,

James J. Fiorentini, Mayor

JJF/ah

IN CITY COUNCIL: June 17 2014

PLACED ON FILE and

ORDINANCE FILE 10 DAYS Doc 13-C

Attest:

City Clerk



# Haverhill

Department of Public Works  
500 Primrose Street  
Haverhill, MA 01830  
Phone: 978-374-2360  
Fax: 978-374-2362  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

Michael K. Stankovich  
Director of Public Works  
[stankovich@cityofhaverhill.com](mailto:stankovich@cityofhaverhill.com)

Date: June 12, 2014  
To: City Council President John A. Michitson and Members of the City Council  
From: Meredith Warren, Chairwoman, Central Business District Parking Commission  
Michael K. Stankovich, Director of Public Works *MKS*  
Re: Central Business District Parking Map Changes

## Recommendation:

After review of the Central Business District Parking map by the Central Business District Parking Commission, City staff and the City parking consultant, it is proposed to make the following parking map and ordinance changes:

- *Bailey Boulevard* - As you know, the City has previously installed back-in- angle parking along a section of Bailey Blvd in an effort to increase the number of parking spaces. To continue to provide more parking spaces we recommend installing additional back-in- angle parking on the south side of Bailey Blvd, from West Street to Haverhill Place.
- *Haverhill Place Parking lot* - To continue to provide additional parking spaces in the Central Business District we recommend creating an additional 21 permit parking spaces in the Haverhill Place Parking lot. This would be accomplished by expanding the existing parking lot.

Attached please find a copy of the map with the proposed parking changes illustrated. Representative(s) of the Parking Commission plan can attend an upcoming City Council meeting to further explain these proposed changes if needed.

cc. Mayor James J. Fiorentini  
William Cox, City Solicitor

City of  
public in  
pub-  
of the  
airman

Professional person...  
large furnished room, private home. 93/125. No  
smoke. 1st/last/security. 978-476-7526

DANVERS, MA - Large, quiet sunny room, 5  
mins to malls and major highways. Share  
kitchen and bath. \$600/mo. Includes all utilities,  
internet, laundry, TV & parking. No smoking,  
drugs or pets. Call 978-774-8394 or  
362-270-0054.

Legals

**REAL ESTATE**

tain Mortgage given by Coming Home, Inc. to  
led July 22, 2011, and recorded with the Essex  
ject to a Confirmatory Mortgage dated April 14,  
ok 33224, Page 510 of which the Mortgagee,  
and for the purpose of foreclosing, same will  
am Street, Groveland, MA all and singular the  
bel of land with any buildings thereon located  
inded and described as referenced below:  
Balem Street, Groveland, MA, as more particu-

Groveland District) bounded:  
street and by land now or formerly of Lord and

of the Town of Groveland; thence  
TERLY about 52.6 feet all by the land last men-

and WESTERLY in a curved line with 25 feet  
thence  
nerly of Young Men's Catholic Total Abstinence

land last mentioned to said land of Lord; and  
ington Street and the point begun at.

ing Northeasterly from Salem Street and North-

n's Catholic Total Abstinence Society of Grove-  
beau et al, which pipe is about eighteen (18) feet  
lding; thence running  
dths (130.19) feet to the line of the old fence by

to a drill hole in the fence by the School house  
iron pipe by land of Burnham; thence  
h iron pipe; thence  
undredths (25.07) feet to an iron pipe by land  
thence  
hundredths (52.05) feet to the bound begun at

ss.  
veland, and bounded:

of Arline E. Gallipeau et al, fifty (50) feet;

of Arline E. Gallipeau et al, fifty (50) feet; and  
of Arline E. Gallipeau et al, thirty (30) feet.

9.  
l, restrictions, building and zoning laws, unpaid  
ts of tenants and parties in possession. TERMS  
(\$10,000.00) in the form of a certified check or  
ore the time the bid is offered. The successful  
immediately after the close of the bidding. The  
from the sale date in the form of a certified check,  
s attorney. The Mortgagee reserves the right to  
to amend the terms of the sale by written or oral  
sale is set aside for any reason, the Purchaser at  
purchaser shall have no further recourse against  
description of the

of an error in this publication. TIME WILL BE OF

Georgetown Bank  
Present Holder of said Mortgage

Organize all new/used vehicle deals; send appropriate paperwork to lienholder, prepare paperwork to process registration, etc.  
Prepares tax & title documents.  
Bill all dealer trades & prepare Cert. of Origin.  
Stock new/used vehicles into dealer inventory control system. Report sold inventory to mfg.  
Perform other duties as assigned.  
Education & Experience:  
High School Diploma or equivalent  
Prev. exp. working in a busy office environment  
Previous exp. as auto. billing clerk is a plus  
Other:  
Strong attention to detail  
Excellent follow-through skills  
Ability to multi-task  
This is a FT time position & comes with competitive pay & good benefits 401K, ins. Gdental  
e-mail your resume: skomusky@sudbay.com.

Legals

**THE COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT (SEAL) 2014 MISC. 484166**

**ORDER OF NOTICE**  
To: Kevin M. Grosse and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. App. § 501 et seq.

OneWest Bank N.A. claiming to have an interest in a Mortgage covering real property in Haverhill, numbered 10 Hatch Street, given by Margaret R. Buzzell a/k/a Margaret Buzzell and Kevin M. Grosse to Financial Freedom Senior Funding Corporation, A Subsidiary of IndyMac Bank, F.S.B., dated March 10, 2008, and recorded with the Essex County (Southern District) Registry of Deeds at Book 27618, Page 162 has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before July 28, 2014 or you will be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, JUDITH C. OUTLER, Chief Justice of this Court on June 10, 2014.

Attest: Deborah J. Patterson Recorder 201403-0705-YEL

HG - 6/26/14

Busy North Andover Insurance office seeking Full Time Personal CSR, Full Time Commercial CSRs and Underwriting Quality Manager.  
2+ years' experience required.  
Salary/Benefits negotiable. Applied TAM experience helpful. Must have a positive attitude and be able to multitask.  
References required. Resumes only to: careers@fostersullivangroup.com

**TRADES/INDUSTRIAL**

**Electrical Contractor**  
Looking for experienced help.  
Minimum 2 Years Experience.  
Must have own tools & transportation.  
E-mail resume with salary requirements: capeanelectrian@gmail.com

**Installers & Sandlers**

For Hardwood Flooring  
Experience helpful (878) 889-3385

Legals

**Commonwealth of Massachusetts The Trial Court**

**Probate and Family Court**  
Essex Probate and Family Court  
36 Federal Street  
Salem, MA 01970  
(978) 744-1020

**CITATION ON PETITION FOR ALLOWANCE OF ACCOUNT**  
Docket No. ES286712P  
In the Matter of:  
Henry L. Taylor

To all interested persons:  
A Petition has been filed by: **BNY Mellon N.A. of Boston, MA** requesting allowance of the Trustees Twenty-Second through Twenty-Sixth accounts 1/b/o William T. Carpenter and Ruth Wendell Carpenter and others U/M/A and any other relief as requested in the Petition.

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before 10:00 a.m. on 07/14/2014.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.

WITNESS, Hon. Mary Anne Sahagian, First Justice of this Court  
Date: June 05, 2014

Pamela A Casey, Clerk  
Register of Probate

HG - 6/26/14

**CITY OF HAVERHILL CITY COUNCIL HEARING**

To be held on Tuesday, July 8, 2014 at 7:00 P.M. in Room 202, CITY HALL Urban Center Housing Tax Increment Financing (UCH-TIF) Plan and Zone

The City of Haverhill (the "City") is proposing a UCH-TIF Plan and Zone under Regulations at 760 CMR 58.00, which encompasses several parcels in the City's downtown area. The UCH plan and zone will allow the City to redevelop several parcels in the downtown utilizing state programs and incentives. The hearing will be held to describe the plan and zone and authorize the Mayor to submit the documents to the State.

The UCH-TIF Zone is entirely located within the Merrimack Street Gateway Renaissance Overlay District (the "MSGROD"), and is designed to encourage increased residential growth, affordable housing and commercial growth. (Advertise: 6/26/14 and 7/3/14)  
HG - 6/26, 7/3/14



CITY OF HAVERHILL

In Municipal Council June 17

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 240

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, as amended, be and is hereby further amended as follows:

“By deleting the words and numbers: “as revised on 01/07/2014,” immediately following the words and numbers “Central Business District Parking Map dated 08/17/11” wherever said words and figures shall appear in Chapter 240, and, by inserting in place thereof the words and numbers: “as last revised on 06/10/2014,”.

The Central Business District Parking Map dated 08/17/11, as revised on 06/10/2014, is attached hereto and incorporated herein.”

APPROVED AS TO LEGALITY

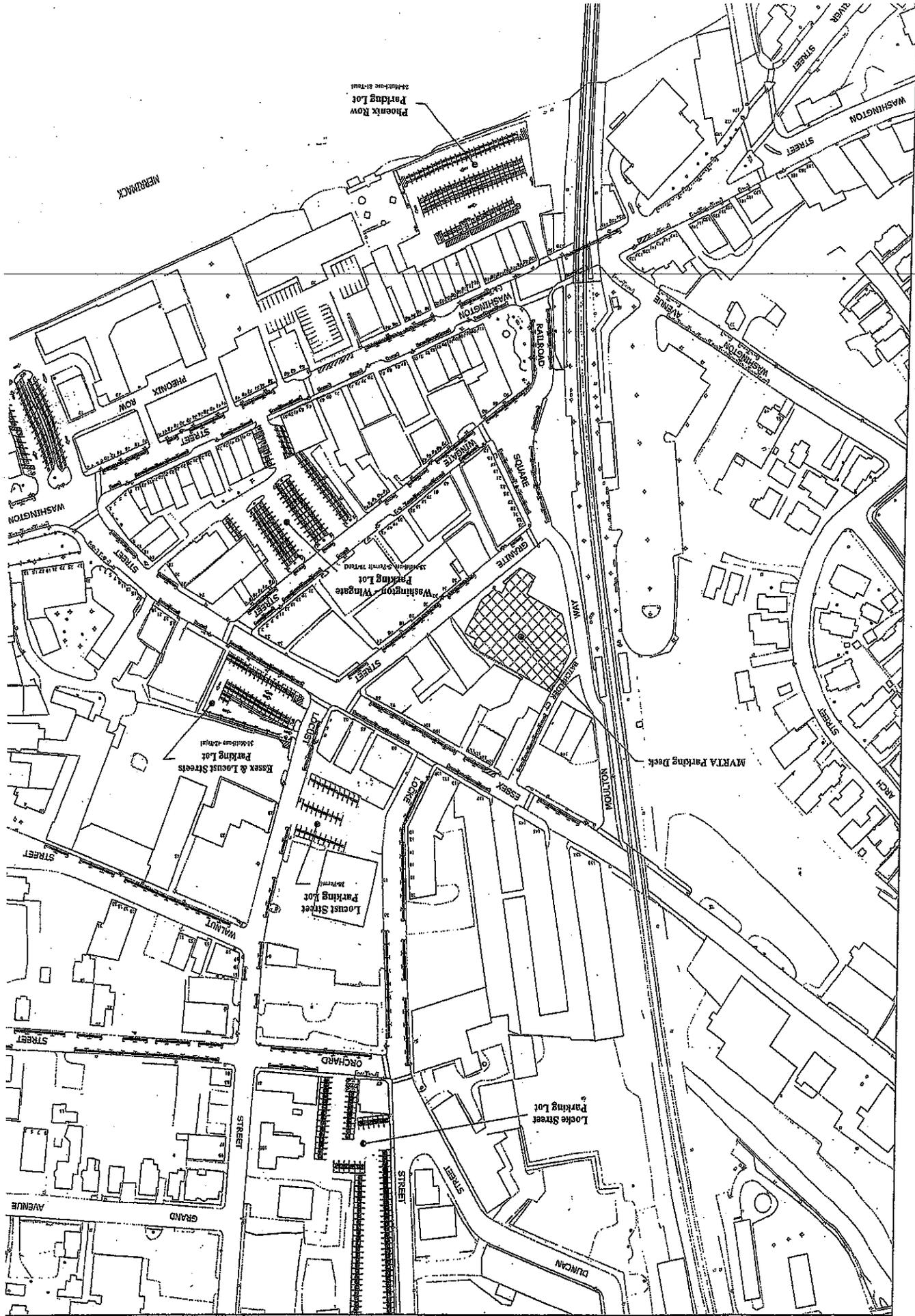
City Solicitor

PLACED ON FILE for at least 10 days

Attest:

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







JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

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

July 3, 2014

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

**RE: Orlando Pacheco**

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

I hereby name Orlando Pacheco as Purchasing Agent and Energy Director for the City of Haverhill.

Very truly yours,

  
James J. Fiorentini  
Mayor

JJF/ah

5.2.1



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL,  
MASSACHUSETTS

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

July 3, 2014

5.2.2

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

**RE: Appointment – Energy Committee**

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

I hereby appoint Shaun Ashworth of 70 Fountain Street #2, to the Energy Committee.

This is a non-confirming appointment and I recommend your approval. This appointment will expire on July 8, 2015.

Very truly yours,

  
James J. Fiorentini  
Mayor

JJF/ah

# Shawn Ashworth

70 Fountain St #2 ♦ Haverhill, MA 01830 ♦ (978) 914-7323 ♦ spashworth@gmail.com

**Objective:** To secure a position where I can utilize my knowledge and skills in the field of secondary education.

## Certifications

- ♦ MA Professional license in History grades 8-12
- ♦ MA Initial license in Political Science/Philosophy grades 8-12
- ♦ NH Experienced Educator License in Social Studies grades 5-12

## Social Studies Teacher

August 2006 – June 2013

Turners Falls High School, Montague, MA  
Gill Montague Regional School District

## Areas of Expertise

- ♦ utilizing variety of research-based teaching methods, including Standards-Based Classroom
- ♦ presenting information effectively and responding appropriately
- ♦ integrated Math, Language Arts, and Science into classroom activities
- ♦ using various computer programs including GradeQuick and EdLine
- ♦ independently seeking further education in specific subject areas, staying abreast of the latest research in history, by researching, interacting with colleagues, and attending professional conferences
- ♦ employing variety of instructional techniques, media, and presentation technologies including: PowerPoint, UnitedStreaming, LCD, ELMOQ

## Classes Taught -

- ♦ Modern World History
- ♦ U.S. History I
- ♦ U.S. History II
- ♦ Contemporary Middle East

## Academic Contributions

- ♦ served as mentor teacher to University of Massachusetts students
  - ◊ functioned as a role model for best practices in effective instructional approaches and classroom management
  - ◊ encouraged creative, academically sound, appropriately paced, skillfully presented lesson planning
  - ◊ regularly observed and evaluated teacher performance with the goal of helping new teachers feel confident while understanding the unique interpersonal dynamics of this challenging profession
  - ◊ taught new teachers to communicate proactively and professionally with parents, colleagues and other community members
- ♦ Freshman Academy Team Leader
- ♦ Member of the Freshman Academy 9<sup>th</sup> grade team
- ♦ NEASC self-study committee School Resources for Learning member
- ♦ School Community Council member
- ♦ Committee to develop and implement an Advisory program at the high school
- ♦ Developed curriculum for the Social Studies Department
  - ◊ Created multiple curriculum maps that included skills, activities, resources, and common core standards
  - ◊ Aligned curriculum with state frameworks

## Extracurricular Contributions

- ♦ Student Council Advisor 09-10, 10-11, and 11-12 school years
  - ◊ Planned and coordinated annual homecoming parade, field day, talent show, and dances
  - ◊ Organized several community service projects such as Adopt-a-Family and Toys for Tots.
  - ◊ Attended state-wide leadership conference with students in Hyannis, MA
- ♦ Class of 2011 Advisor - 07-08 and 08-09 school years
  - ◊ coordinated fundraisers, float construction,
  - ◊ modeled and taught exemplary leadership skills to students and colleagues

**Education:** Masters - Education University of Massachusetts Amherst, MA  
2004-2006 ♦ 3.81 GPA

2000-2004 BA in Political Science University of Massachusetts Amherst, MA  
♦ Major GPA 3.86  
♦ GPA 3.83  
♦ University scholar  
♦ Graduated cum laude  
♦ Inducted into Phi Beta Kappa May 2004  
♦ Member of the National Honor Society of Collegiate Scholars  
♦ Member of The Golden Key Club  
♦ Undergraduate Student Senator 2003-2004

1996-2000 Valedictorian of the Class of 2000 Whittier Regional High School Haverhill, MA

**Educational Experience: Student Teacher** 2005-2006 Turners Falls High School Montague, MA  
♦ Taught U. S. History I and U. S. History II  
♦ Learned and used GradeQuick Web software  
♦ Used various teaching methodologies in instruction  
♦ Integrated Math, Science, and Language Arts into lessons plans  
♦ Attend in-service, faculty and department meetings

**Employment History**  
**Customer Service Manager** 2004-2006 Wal-Mart Hadley, MA  
♦ Supervised cashiers, service desk clerks, and door greeters  
♦ Responsible for handling large sums of money  
♦ Trained cashiers and services desk clerks  
♦ Responsible for resolving customer service issues

**Resident Assistant** 2001-2004 University of Massachusetts Amherst, MA  
♦ In charge of maintaining rules in a residential building at the University of Massachusetts.  
♦ Organized activities for the residents of the building  
♦ Performed clerical duties in main office  
♦ Nominated RA of the Year for Cashin Hall in 2002

**Legislative Fellow** Summer 2002 Massachusetts State House Boston, MA  
♦ Interned for State Representative Brian Dempsey.  
♦ Wrote bill summaries for the Committee on Public Service.  
♦ Clerical duties including: filing, answering the phone, and typing.  
♦ Learned the committee and subcommittee hearing process

**References:** Available upon request



Application for Permit

pd. 50.00 fee

Name of Organization	Steve Lyons Memorial Fund, Inc.		
Address of Organization	99 Cross Rd Bradford, MA 01835		
Requesting Permit for (List Type of event)	Benefit Concert	Date & Time	Aug 23, 2014 11am-7pm
Location of Event	Winnekenni Castle Sq + rdg		
Authorized or Contact Person	Thomas Lyons	Telephone/Cell #/Pager # (Indicate)	978-375-0009

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

6.2.1

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	<i>[Signature]</i> Signature	<i>6/19/14</i> 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: *6/19/14*

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: _____	Issued on: _____	Seal _____
City Clerk		



City of Haverhill

Application for Permit

Cont. 2

Name of Organization	Kinsall Farm		
Address of Organization	291 E Broadway 01830		
Requesting Permit for (List Type of event)	Dirty Girl	Date & Time	7/19/14
Location of Event	Kinsall Farm Time: 8 AM 4 PM		
Authorized or Contact Person	Tyler Kinsall	Telephone/Cell #/Pager # (Indicate if pager)	978-807-3214

(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	3 OFFICERS 1 SUPERVISOR
		7/13/14	

Signature only for safety issues.

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.

X  
 Signature of Authorized Agent of Organization: [Signature] Date: 7/2/14  
 Signature Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_

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

Office Use

Permit

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

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

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



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

Alan R. DeNaro  
Chief of Police

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

July 3, 2014

Council President John Michitson  
Members of City Council  
4 Summer Street  
Haverhill, MA 01830  
Re: Kimball Farm Events

Dear President Michitson & Councilors:

After meeting with the Mayor and Mr. Kimball on June 12, 2014, the following proposal was suggested by Mr. Kimball for all future event consideration:

1. All event parking would be at a location outside of the City of Haverhill. Location to be determined exclusively by Kimball Farm.
2. Participants would be limited to no more than 2000 per event.
3. The farm has agreed that they will take measures to reduce dust from vehicles on the farm. This dust has a tendency to blow over in the area of homes and vehicles situated on Twelve Rod Way.
4. Placement of No Parking Signs will be coordinated with the Highway Department along roadways to and from the farm on event days. All costs associated with these signs will be billed to Kimball Farm by the Highway Department.

All future events will be monitored to determine if additional measures are warranted.

Sincerely,

Alan R. DeNaro  
Chief of Police

Kimball Farm

791 East Broadway

Haverhill, MA 01830

Dear City Council,

I would like the opportunity to please ask you to reconsider the Dirty Girl Race event to take place on July 19, 2014 at my property located at 791 East Broadway in Haverhill.

Signature Melinda E. Pruitt

Date 6/26/14

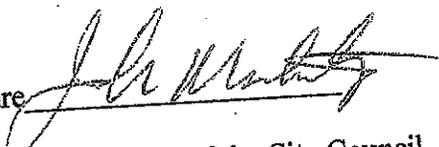
Rules and Regulations of the City Council

Rule#19: Except as otherwise might be provided specifically in the Massachusetts General Laws, whenever final action on any order, ordinance, petition or question which in substance is the same as heretofore acted upon shall be resubmitted to the Council within six months from the time of the Council's previous action thereon unless two-thirds of the Council consents in writing for its resubmission.

Kimball Farm  
791 East Broadway  
Haverhill, MA 01830

Dear City Council,

I would like the opportunity to please ask you to reconsider the Dirty Girl Race event to take place on July 19, 2014 at my property located at 791 East Broadway in Haverhill.

Signature 

Date June 26, 2014

Rules and Regulations of the City Council

Rule#19: Except as otherwise might be provided specifically in the Massachusetts General Laws, whenever final action on any order, ordinance, petition or question which in substance is the same as heretofore acted upon shall be resubmitted to the Council within six months from the time of the Council's previous action thereon unless two-thirds of the Council consents in writing for its resubmission.

Kimball Farm

791 East Broadway

Haverhill, MA 01830

Dear City Council,

I would like the opportunity to please ask you to reconsider the Dirty Girl Race event to take place on July 19, 2014 at my property located at 791 East Broadway in Haverhill.

Signature



Date

6/26/14

Rules and Regulations of the City Council

Rule#19: Except as otherwise might be provided specifically in the Massachusetts General Laws, whenever final action on any order, ordinance, petition or question which in substance is the same as heretofore acted upon shall be resubmitted to the Council within six months from the time of the Council's previous action thereon unless two-thirds of the Council consents in writing for its resubmission.

Kimball Farm

791 East Broadway

Haverhill, MA 01830

Dear City Council,

I would like the opportunity to please ask you to reconsider the Dirty Girl Race event to take place on July 19, 2014 at my property located at 791 East Broadway in Haverhill.

Signature Will J. Mauck Date 6/26/2014

Rules and Regulations of the City Council

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Kimball Farm

791 East Broadway

Haverhill, MA 01830

Dear City Council,

I would like the opportunity to please ask you to reconsider the Dirty Girl Race event to take place on July 19, 2014 at my property located at 791 East Broadway in Haverhill.

Signature  Date 6/26/14

Rules and Regulations of the City Council

Rule#19: Except as otherwise might be provided specifically in the Massachusetts General Laws, whenever final action on any order, ordinance, petition or question which in substance is the same as heretofore acted upon shall be resubmitted to the Council within six months from the time of the Council's previous action thereon unless two-thirds of the Council consents in writing for its resubmission.

Kimball Farm

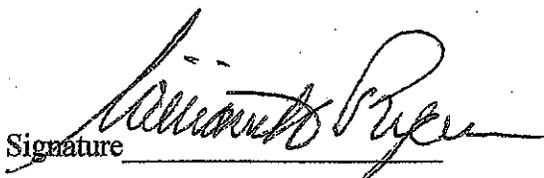
791 East Broadway

Haverhill, MA 01830

Dear City Council,

---

I would like the opportunity to please ask you to reconsider the Dirty Girl Race event to take place on July 19, 2014 at my property located at 791 East Broadway in Haverhill.

Signature 

Date 7-2-14

Rules and Regulations of the City Council

Rule#19: Except as otherwise might be provided specifically in the Massachusetts General Laws, whenever final action on any order, ordinance, petition or question which in substance is the same as heretofore acted upon shall be resubmitted to the Council within six months from the time of the Council's previous action thereon unless two-thirds of the Council consents in writing for its resubmission.



# Haver

TAG DAYS  
6.2.3.1

City Clerk's  
Phone: 978-374-2312

cityclerk@cityofhaverhill.com

Date: June 16, 2014

Honorable President and Members of the Municipal Council:

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

Organization: St. David's Pope & Sons Club Applicant's Name: Kathy Pruett

Applicant's Residence: 21 Deana Dr. Haverhill Applicant's Signature: [Signature]

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

Date of Tag Day Request(s): July 26, 2014 Date-solicitation on Public Way: \_\_\_\_\_

Canister: \_\_\_\_\_ Tag: \_\_\_\_\_ Fee: \$ 10.

**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):**

Marked Carpet  
Dunkin' Donuts  
Seawall Donuts

Recommendation by Police Chief: \_\_\_\_\_ Approved

\_\_\_\_\_ Denied

[Signature]  
Police Chief

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

Post: \_\_\_\_\_

City Clerk



# H

# ill

Phor

6.3.14

ice, Room 118  
978-373-8490  
haverhill.com

ite 6.25.14

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

Hawker or Peddler

Employee of a Hawker or Peddler *-Food  
Tram*

NAME: Marcus Hoggard

SIGNATURE: Marcus Hoggard

ALL MERCHANDISE TO BE SOLD: Freshly prepared food.

MONTH(S): JAN-DEC DAY(S)/TIME(S): MON-SAT 10AM-8PM

LOCATION (CHECK ONE):

- New - Fixed Location
- Renewal - Fixed Location
- Seasonal - Fixed Location

- New - Mobile Cart
- Renewal - Mobile Cart

IF FIXED LOCATION, SELECT ONE BOX:

- Bradford Common
- GAR Park
- Other: \_\_\_\_\_
- Outside Haverhill Stadium @  
Lincoln/Nettleton Ave

- Riverside Park
- Swasey Park
- Washington Square
- Winnekenni Area, Route 110

Fee: \$ 25.00 *paid*  
 Bond on File

Department Use ONLY			
<u>[Signature]</u> Police Chief	<u>6/30/14</u> Date	_____ Health Inspector	_____ Date
_____ Wire Inspector	_____ Date	_____ Rec Director (Stadium Only)	_____ Date

in Municipal Council, \_\_\_\_\_,

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

Please Complete the Back side of this form.





# Haverhill

6.3.14

City Clerk's Office, Room 118  
978-420-3623 Fax: 978-373-8490  
cityclerk@cityofhaverhill.com

Date 6.25.14

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

Hawker or Peddler

Employee of a Hawker or Peddler - food train

NAME: Tiffany Bell

SIGNATURE: Tiffany Bell

ALL MERCHANDISE TO BE SOLD: Freshly prepared food.

MONTH(S): JAN-DEC

DAY(S)/TIME(S): MON-FRI 10AM-8PM

LOCATION (CHECK ONE):

- New - Fixed Location
- Renewal - Fixed Location
- Seasonal - Fixed Location

- New - Mobile Cart
- Renewal - Mobile Cart

IF FIXED LOCATION, SELECT ONE BOX:

- Bradford Common
- GAR Park
- Other: \_\_\_\_\_
- Outside Haverhill Stadium @ Lincoln/Nettleton Ave

- Riverside Park
- Swasey Park
- Washington Square
- Winnekenni Area, Route 110

Fee: \$ 25.00  
 Bond on File

### Department Use ONLY

<u>[Signature]</u> Police Chief	<u>6/30/14</u> Date	_____ Health Inspector	_____ Date
_____ Wire Inspector	_____ Date	_____ Rec Director (Stadium Only)	_____ Date
Municipal Council, _____			

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

Please Complete the Back side of this form.

1

CITY OF HAVERHILL

2

Date 6/19/12 6.3.12

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a License:

HAWKER OR PEDDLER ENGAGED IN DOOR-TO-DOOR SALES

Solar Panels

Type of Goods/Wares/Merchandise/Services to be Sold

City of Haverhill

JAN-DEC

Location/s

9 A.M. - 6 P.M.

MON-SAT

Date and Time of Operation

only visiting houses that qualify

Additional Comments

Name Alex McGovern

Signature [Signature]

Fee \$62 per ce

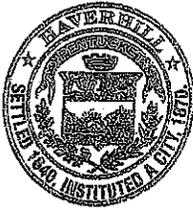
[Signature]

Police Chief

APPROVED ✓

DENIED \_\_\_\_\_

MORE INFO ON BACK



CITY OF HAVERHILL  
MASSACHUSETTS

JAMES J. FIORENTINI  
MAYOR

Hearing July 8 2014

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

7.1

June 20, 2014

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

RE: Resolution approving the submission of an Urban Center Housing- TIF plan  
and zone and authorizing the Mayor to file documents relating to the Harbor  
Place Project

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

As you know, the Harbor Place development is one of the most important  
developments to come to our City in decades. It will remake our downtown,  
redevelop the site of the Woolworth building, which has been vacant for over four  
(4) decades and has the potential to transform our City.

Thanks to the great work of the State, Rep. Dempsey and the Harbor Place  
development team, this project is close to being to the point where the buildings  
can be demolished, and the new construction can begin.

To move this forward so that work can begin, the final steps are up to the City.

For the past several months, I have been speaking with and negotiating with the  
Harbor Place development team about the steps that are necessary to start the  
project. Those steps involve three items:

1. A tax agreement.
2. A parking agreement to insure that the development has adequate parking.
3. Easements to insure that the developers have access to the new boardwalk to  
be put along the river.

IN CITY COUNCIL: June 24 2014

VOTED: that HEARING BE HELD JULY 8 2014

Attest:

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

see DR of the Resolution

The first step is the tax or TIF agreement.

I am attaching a TIF Resolution. This TIF Resolution will allow this project to move forward to the next levels of the state approval process. I propose this with great enthusiasm as a portion of the City's contribution to this great project.

In order for the TIF agreement to proceed, the City council must place this matter on file, and then conduct a public hearing. If the council approves the Resolution, it will authorize me to submit this TIF plan to the State to review.

This is under what is called an Urban Center Housing TIF plan. That requires us to submit a plan and zone to the State to review.

As you know the City has utilized other and similar TIF programs on several occasions in the past to help facilitate projects by providing a Tax Increment Financing (TIF) agreement related to the real estate thus enabling the project to proceed to receive tax credits and other assistance from the state.

We are asking the city council to conduct a hearing and approve the Resolution designating the south side of Merrimack Street as a UHC-TIF zone; approve the related UHC-TIF plan and authorize the Mayor to enter into Tax Increment Financing agreements (TIF) consistent with the plan and to file proper paperwork with the state for a TIF plan and a TIF zone for the property.

We are working on the other two documents: the parking plan and the easements. We will have them before you for the July 8<sup>th</sup> meeting.

I respectfully ask that you table the enclosed Resolution until your July 8<sup>th</sup> meeting and schedule a public hearing for that date. In the interim, Bill Pillsbury and I will be reaching out to councilors to make certain that you have all the information prior to the meeting.

Thank you for your consideration for this great project.

Very truly yours,



James J. Fiorentini, Mayor



7.1.1

CITY OF HAVERHILL

In Municipal Council June 24 20

ORDERED:

RESOLUTION OF THE CITY COUNCIL OF HAVERHILL  
MASSACHUSETTS, AUTHORIZING THE MAYOR TO  
UCH ZONE AND PLAN TO THE COMMONWEALTH.

WHEREAS:

the City of Haverhill has been designated as a Gateway City by the Commonwealth of Massachusetts;

WHEREAS:

the City of Haverhill is working to provide a wide range of commercial opportunities within its downtown by expanding its housing and commercial stock;

WHEREAS:

the UCH program provides the opportunity for tax relief to qualified private developers of urban center projects;

WHEREAS

the program requires the City of Haverhill to develop and approve a UCH-TIF zone and plan;

WHEREAS

the UCH program further requires the City to designate the Mayor to administer the program and enter into real estate TIF agreements;

NOW, THEREFORE, BE IT RESOLVED THAT

The Mayor as chief executive officer is hereby authorized to file the UCH zone and plan to the Commonwealth of Massachusetts Department of Housing and Community Development

The Mayor as chief executive officer is further hereby authorized to act as the city's administrator of the UCH plan and is authorized to enter into real estate tax increment financing agreements between the City and qualifying UCH projects, each agreement subject to city council approval

BE VOTED ON AT HEARING JULY 8 2014

Attest:

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

11028 Financing July 8 2014

## UCH-TIF Plan

### I. EXECUTIVE SUMMARY

A. Description of UCH-TIF Zone. The City of Haverhill (the "City") is proposing a UCH-TIF Zone (the "TIF Zone") which encompasses several parcels in the City's downtown area. The boundaries of the TIF Zone are the entire area bounded northerly by Merrimack Street, easterly by Bridge Street/the Basiliere Bridge, southerly by the Merrimack River, and westerly by the public way known as Merrimack Place.

B. Explanation of Need for Residential Development in TIF Zone. There is a need for residential development in the TIF Zone, including affordable housing. According to the U.S. Census, the population of Haverhill has increased by 2,980 people in the last 10 years (57,572 in 2000 and 60,552 in 2010) while the housing units have only increased by 1,200 units. With over 25,500 housing units, the City needs to maintain over 2,550 affordable housing units to meet its 40B goals under the Commonwealth's Subsidized Housing Inventory (SHI). There remains a need for additional affordable housing units to meet this 10% threshold as well as to offset any pending Expiring Units. Assuming an average size household of 1.8 persons, the City needs an additional 1,655 housing units to meet the demand due to increased population. In addition, the City completed a Market Analysis and Strategic Action Plan for Downtown Haverhill in 2007. The plan explored the type of development that would be beneficial to downtown Haverhill and possible demand for that type of development. The plan states that "[b]y 2020, potential annual demand is forecast to increase to 5,300 households in the Merrimack Valley and approximately 1,000 households from Haverhill. Approximately, 55 to 60 percent of annual demand is forecast to come from younger age households." Furthermore, the plan states that "[t]he size and scale of the potential demand sources suggests that even a small capture rate would support the development of more new housing than has been created or built downtown in recent decades." With the additional households expected by 2020, a demand will be created for additional housing, both market rate and affordable, in downtown Haverhill.

In addition, over the past several years, the City has had several mixed income housing developments built within the downtown. Combined, the projects have produced over 500 units of housing, of which 20% are affordable housing and 80% are market rate units. Currently, all major complexes are over 96% occupied. With the success of these units in the downtown already, it is expected that additional units are needed and would succeed when constructed within the boundaries of the TIF Zone. Finally, there have been several successful multi-family housing projects

developed within the City's downtown area, so it is expected that additional projects would be equally successful.

The TIF Zone is located in close proximity to Haverhill's commuter rail station and MRTA's Washington Square Transit Station. With housing costs so high in Boston, it is expected that young individuals and families who work in Boston might prefer to live in downtown Haverhill where rents are reasonable. This makes the area a desirable location and allows the City to link housing to its downtown transportation node. It is estimated that approximately 30% of the residents of one of the recent housing projects completed downtown commute to Boston.

- C. Explanation of Need for Commercial Growth/Development in TIF Zone.  
There is a need for commercial growth and development in the TIF Zone. In the next 20 years, the City expects to see revitalization in its downtown area, particularly along Merrimack Street and along the Merrimack River. Currently, there are many vacant buildings, which could be utilized for mixed-use development, with commercial uses on the first floors and market rate housing on the upper stories.
- D. Summary of Anticipated Construction, Reconstruction, Rehabilitation, Renovation and Related Activities

1. The proposed development in the TIF Zone, Harbor Place, will be a mixed-use development with approximately 200,000 gross square feet and include the following:
  - a. **Housing:** Approximately 83,407 gross square feet of residential units including: 1) a 50 unit workforce housing development and 2) a 30 unit market rate housing development (24 market rate units and 6 units between 80-110% AMI) (proposed under the State's Housing Development Incentive Program).
  - b. **Commercial/Institutional:** Approximately 48,420 gross square feet of space that will increase commerce and provide economic development, educational and cultural opportunities and bring corporate offices to this site.
  - c. **Retail/restaurant:** Approximately 17,805 gross square feet of retail uses along Merrimack Street and the river.
  - d. **Infrastructure/parking:** Approximately 52,149 gross square feet.
  - e. **Recreational:** A public walkway and park along the river to create access to the waterfront, with views pedestrian corridors from Merrimack Street to the Merrimack River.

2. Total anticipated private investment in the development project is \$37,680,000.

3. Timelines

<u>Milestone</u>	<u>Start Date</u>	<u>End Date</u>
Permitting	02/03/2014	11/15/2014
Design/Engineering	10/01/2013	07/31/2014
Start Demolition	09/01/2014	11/15/2015
Start Construction	11/15/2014	04/15/2016
Completion of: Building A, Building B façade, boardwalk, plaza and garage	10/15/2015	
Completion of Bldg B	01/15/2016	
100% Construction	04/15/2016	

E. Proposed Affordable Housing Summary. A total of 80 residential units is proposed to be construction, of which 50 units will be affordable housing units.

F. Individual Properties with UCH-TIF Agreements. No properties are currently under UCH-TIF Agreements, but a form of UCH-TIF Agreement is attached hereto as Exhibit A.

II. OBJECTIVES OF THE UCH-TIF PLAN

Implementation of the TIF Zone will fulfill the purpose of the UCH-TIF Program under the statute to encourage increased residential growth, affordable housing and commercial growth by satisfying the following objectives.

A. Increase residential growth through the creation of market rate and affordable housing, expanding the diversity of housing stock, and increased pedestrian activities. Under the Plan, the City will make streetscape improvements to the downtown, which will beautify it and make pedestrian activity more enjoyable. The increased pedestrian activity encouraged under the TIF Zone will provide incentive for additional housing that will bring in additional residents to Haverhill. The U.S. Census reported that Haverhill's rental vacancy rate in 2010 was 6.7%. With the rental projects recently constructed downtown, the approximate vacancy rate is only 4%. It is expected that a more attractive downtown will be a desirable location for persons looking to relocate. As new residents move downtown and create an active place during both day and night, the City will become sought after for its reasonable rents.

These new residents will have the ability to walk to retail spaces, banks and restaurants.

- B. Support economic development by generating new tax revenue, promoting upper story development, and the rehabilitation of historic buildings. The TIF Zone will support economic development by promoting the rehabilitation of vacant and underutilized buildings in the downtown area. The rehabilitation of these buildings as vibrant pieces to Haverhill's downtown is expected to spur economic growth, which, in turn, will generate additional tax revenue to the City. The City recently completed construction of a riverwalk along a section of the Merrimack River. The City anticipates that the riverwalk will be continued along the length of Washington Street and Merrimack Street, adjacent to the river. New commercial boat docks have been constructed and installed by the City on Washington Street, which will allow for the docking of up to 16 private, as well as commercial, boats. These new docks will encourage tourism, job growth, and improved access to the river, all spurring further economic development.
- C. Promote neighborhood stabilization by decreasing the downtown vacancy rate. There are many buildings currently located on Merrimack Street that have vacant upper floors. Because of their location in the heart of downtown Haverhill, adjacent to both Washington Street and the Merrimack River and boasting numerous restaurants, these buildings are prime locations for housing.

### III. PARCEL DESCRIPTION, COVERAGE AND ZONING IN UCH-TIF ZONE

- A. Boundaries of UCH-TIF Zone and Location within the Municipality. The boundaries of the TIF Zone is the entire area bounded northerly by Merrimack Street, easterly by Bridge Street/the Basiliere Bridge, southerly by the Merrimack River, and westerly by the public way known as Merrimack Place.
- B. Existing Streets, Thoroughfares, and Public Rights of Way. The existing streets, thoroughfares and public rights of way are shown on the Preliminary Existing Conditions Survey is attached hereto as Exhibit B.
- C. Current Zoning. The TIF Zone is located within The Merrimack Street Gateway Renaissance Overlay District (the "MSGROD"), an overlay district superimposed over the underlying zoning districts, including the TIF Zone. The majority of the TIF Zone is currently Commercial Central ("CC"), the City's downtown zoning district, and General Industrial ("GI"). Both districts currently allow for multi-family residential, retail, restaurant and office. The height restriction for the CC Zone is 74 feet. Both zoning districts allow for mixed use and residential development that

is in keeping with the goals of the UCH-TIF Program. The provisions applicable to the zones underlying the MSGROD are applicable unless a project applicant seeks approval in accordance with the requirements within the MSGROD, and in that case, the project is governed exclusively by the zoning requirements applicable to the MSGROD. The MSGROD zoning requirements are attached hereto and made a part hereof as Exhibit C.

D. Identification of Individual Parcels and Parcels that will Negotiate UCH-TIF Agreements. The individual parcels that will negotiate UCH-TIF Agreements include Tax Parcel IDs:

1. 100-1-1 (2-18 Merrimack Street)
2. 100-1-5 (20-22 Merrimack Street)
3. 100-1-6 (24-26 Merrimack Street)
4. 100-1-8 (32 Merrimack Street)
5. 100-1-11 (42-54 Merrimack Street)
6. 100-1-13 (56-66 Merrimack Street)
7. 100-1-14 (68-70 Merrimack Street)
8. 100-1-15 (72-74 Merrimack Street)
9. 101-1-1 (76 Merrimack Street)
10. 101-1-6A (6 Merrimack Place)

A Preliminary Existing Conditions Survey is attached hereto as Exhibit C.

E. Ownership and Current Uses of Parcels

1. **Merrimack Street Owner LLC** owns the following parcels:  
Tax Parcel IDs 100-1-1 (2-18 Merrimack Street), 100-1-5 (20-22 Merrimack Street), 100-1-6 (24-26 Merrimack Street), 100-1-8 (32 Merrimack Street), and 100-1-11 (42-54 Merrimack Street)
2. **D.R. Locke LLC** owns Tax Parcel ID 100-1-13 (56-66 Merrimack Street). This parcel includes commercial buildings in fair to poor condition, which may be candidates for future projects in the TIF Zone as the area continues to transform.
3. **Kimberly Cook, as trustee for Vintage Treasure Realty Trust u/d/t July 23, 2010** owns Tax Parcel ID 100-1-14 (68-70 Merrimack Street). This parcel includes commercial buildings in fair to poor condition, which may be candidates for future projects in the TIF Zone as the area continues to transform.
4. **Frederic Rose and Barbara Rose, as trustees of the Frederic Rose Revocable Trust, u/d/t dated May 19, 2005** own 100-1-

15 (72-74 Merrimack Street). This parcel includes commercial buildings in fair to poor condition.

5. **Merrimack Realty Trust** owns Tax Parcel ID 101-1-1 (76 Merrimack Street). This parcel includes commercial buildings in fair to poor condition.

6. **Douglas R. Locke Revocable Trust and Patricia A. Locke Revocable Trust** own Tax Parcel ID 101-1-6A (6 Merrimack Place). This parcel includes [commercial] properties in fair to poor condition, which may be candidates for future projects in the TIF Zone as the area continues to transform.

F. Detailed Description and Conditions of All Existing Improvements and Buildings. The existing buildings within the TIF Zone are either vacant or underutilized and all are deteriorating.

G. Detailed Description of UCH-TIF Zone's Infrastructure, Capacity and Condition. The existing infrastructure within the TIF Zone is deteriorating and in need of repair.

#### IV. SPECIFICATION OF DEVELOPMENT AND USEFUL LIFE OF HOUSING

A. Detailed Descriptions and Concept Plans for all Constructions, Reconstruction, Rehabilitation, Renovation and Related Activities (Including Landscaping).

1. **Housing:** Approximately 83,407 gross square feet of residential units including: 1) a 50 unit workforce housing development and 2) a 30 unit market rate housing development (24 market rate units and 6 units between 80-110% AMI) (proposed under the State's Housing Development Incentive Program).
2. **Commercial/Institutional:** Approximately 48,420 gross square feet of space that will increase commerce and provide economic development, educational and cultural opportunities and bring corporate offices to this site.
3. **Retail/restaurant:** Approximately 17,805 gross square feet of retail uses along Merrimack Street and the river.
4. **Infrastructure/parking:** Approximately 52,149 gross square feet. In addition, the City recently received a MassWorks grant in the amount of \$1.2 million. Much of these funds were used to make repairs to the parking garage located on Merrimack Street.

The repairs have made the necessary safety and code repairs to the garage to prevent its deterioration.

5. **Recreational:** A public walkway and park along the river to create access to the waterfront, with views and pedestrian corridors from Merrimack Street to the Merrimack River. The City has recently completed construction of a river walk along a section of the Merrimack River. The City anticipates the construction to continue the river walk along the length of Washington Street and Merrimack Street. This next phase will connect with the existing section of river walk behind Merrimack Street.
6. **Streetscape improvements.** The balance of the funds received from MassWorks will be used for various streetscape improvements, including but not limited to trees, sidewalks, lighting and benches. Funds will also be used to improvements to the so-called Bradford Rail Trail located within the downtown area directly across the River from the UCF-TIF zone. The City has dedicated Community Development Block Grant (CDBG) funds for various public infrastructure improvements to the Merrimack Street corridor where eligible.
7. **Docking facilities.** New commercial boat docks have been constructed by the City on Washington Street. The new docking facility will allow for both commercial and private boats.

#### B. Compliance with Zoning

1. The majority of the TIF Zone is currently Commercial Central ("CC"), the City's downtown zoning district, and General Industrial ("GI"). Both districts currently allow for multi-family residential, retail, restaurant and office. The height restriction for the CC Zone is 74 feet. Both zoning districts allow for mixed use and residential development that is in keeping with the goals of the UCH-TIF Program. The TIF Zone is located within The Merrimack Street Gateway Renaissance Overlay District (the "MSGROD"), an overlay district superimposed over the underlying zoning districts. The provisions applicable to the zones underlying the MSGROD are applicable unless a project applicant seeks approval in accordance with the requirements within the MSGROD, and in that case, the project is governed exclusively by the zoning requirements applicable to the MSGROD. The proposed development within the TIF ZONE would comply with the MSGROD zoning requirements as the purpose of the MSGROD is to encourage smart growth in the

downtown core, to foster a range of housing opportunities along with mixed-use development components, to spark the development of marine use facilities, and to encourage private capital to invest in the design and construction of distinctive and attractive site development programs. The MSGROD specifically permits mixed-use development with at least one non-residential use (such as retail or business and professional space), parking, open/recreational space and marina/boardwalk facilities.

2. It is intended that no part of the proposed project will be noncompliant with any applicable zoning or ordinances and/or any applicable laws, bylaws, ordinances, rules and regulations

V. SCHEDULE AND COST OF PUBLIC CONSTRUCTION IN UCH-TIF ZONE

A. Existing Concept Plans for Planned Public Construction in TIF Zone  
No information on planned public construction is currently available at this time.

B. Detailed Budget for Proposed Public Construction

1. Sources of funding
2. Specific amounts of funding
3. Projected uses of funding

No information on planned public construction is currently available at this time.

C. Timetable for Public Construction

No information on planned public construction is currently available at this time.

D. Schedule of Special Assessments Against Individual Owners to Pay for Public Construction (including amounts and dates)

No information on planned public construction is currently available at this time.

E. Maximum Percentage of Costs of Public Construction Recoverable through Special Assessments

No information on planned public construction is currently available at this time.

VI. AFFORDABLE HOUSING

A. Proposed Affordable Housing.

It is anticipated that 50 of the 80 residential units in the Harbor Place development, which includes the parcels identified in III.E.1 above, will be affordable housing.

B. Documentation that at least 25% of housing units that will receive tax increment exemptions are affordable.

See attached Exhibit D.

EXHIBIT A

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URBAN CENTER HOUSING TAX INCREMENT FINANCING AGREEMENT

BY AND BETWEEN

THE CITY OF HAVERHILL

AND

MERRIMACK STREET OWNER, LLC, AS DEVELOPER

(Harbor Place)

This Urban Center Housing Tax Increment Financing Agreement (this "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Haverhill, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having an address of 4 Summer Street, Haverhill, Massachusetts 01830 (the "City") and MERRIMACK STREET OWNER, LLC having an address of c/o Planning Office for Urban Affairs, Inc., 84 State Street, Suite 600, Boston, MA 02109 (the "Developer").

RECITALS

1. The Developer owns that certain \_\_\_\_\_ acre parcel of land, located at 2-18 Merrimack Street, 20-22 Merrimack Street, 24-26 Merrimack Street, 28-40 Merrimack Street, 42-54 Merrimack Street and 72-74 Merrimack Street, Haverhill, Massachusetts, listed on the City of Haverhill Assessors' Map \_\_\_ as Lots \_\_\_, \_\_\_, \_\_\_, \_\_\_, \_\_\_ and \_\_\_ [DEVELOPER: PLEASE CONFIRM TAX ASSESSOR PARCELS], and legally described on Exhibit A attached hereto and incorporated herein (the "Property"), and is on this day closing on the debt financing and equity investments needed to finance the construction of the Development (as hereinafter defined).

2. The Developer will redevelop the Property into a primarily residential project containing [80] units of multi-family housing and [\_\_\_\_\_] [DEVELOPER: PLEASE CONFIRM] square feet of commercial space together with open space areas available to the public, accessory parking, and other landscape improvements (collectively, the "Development"), all as shown on the plans and specifications approved by the City acting by and through, *inter alia*, its Building Inspector.

3. Upon completion of construction of the Development, the Developer will cause the creation of a primary condominium under Chapter 183A of the Massachusetts General Laws comprised of two primary residential condominium units (one primary residential condominium unit being comprised of the Affordable Units (as defined below) (the "Primary Affordable Unit"), and the other primary residential condominium unit being comprised of the Market-Rate Units (as defined below) (the "Primary Market-Rate Unit")) and [one] [DEVELOPER: PLEASE CONFIRM] primary commercial condominium unit comprised of [\_\_\_] [DEVELOPER: PLEASE CONFIRM] commercial units (the "Primary Commercial Unit,"

together with the Primary Affordable Unit and the Primary Market-Rate Unit, the "Primary Units;" and each one individually, a "Primary Unit"). Contemporaneously therewith, the Developer will, or will cause the respective owners of each Primary Unit to, create a (a) secondary condominium within the Primary Affordable Unit under Chapter 183A of the Massachusetts General Laws consisting of the fifty (50) Affordable Units, (b) secondary condominium within the Primary Market-Rate Unit under Chapter 183A of the Massachusetts General Laws consisting of thirty (30) market-rate residential units (the "Market-Rate Units") [DEVELOPER: PLEASE CONFIRM] and (c) secondary condominium within the Commercial Condominium Unit under Chapter 183A of the Massachusetts General Laws consisting of [ ] commercial units and [ ] [DEVELOPER: PLEASE CONFIRM] square feet of commercial space in the aggregate (the "Commercial Units;" together with the Affordable Units and the Market-Rate Units, the "Secondary Units;" and each one individually, a "Secondary Unit"). The owner of any of the Secondary Units shall be referred to herein as a "Secondary Unit Owner." The number of Affordable Units and Market-Rate Units and the square footage of the Commercial Units are referred to herein as the "Project Requirements."

4. At least 25% of the residential units at the Development will be restricted in perpetuity, [for lease to households earning no more than 60% of the Area Median Income (as defined by the U.S. Department of Housing and Urban Development), and up to [ ] of such units may be restricted for lease to households earning no more than 30% of the Area Median Income] [DEVELOPER: PLEASE ADVISE ON AFFORDABILITY REQUIREMENTS] (such income-restricted units, the "Affordable Units").

5. The Development will be served by a new parking garage (the "Parking Garage") that will be financed, constructed, maintained and operated by the Developer on a portion of the Property. The City will assist in the financing of the Parking Garage by (a) obtaining a MassWorks grant under The MassWorks Infrastructure Program and pursuant to a Grant Agreement between the City and [the Executive Office of Housing and Economic Development] (the "City's MassWorks Grant Agreement"), and (b) providing a grant of the grant funds available to the City under the City's MassWorks Grant Agreement to the Developer pursuant to a Grant Agreement between the City and the Developer (the "MassWorks Grant Agreement").

6. The market rate and affordable housing opportunities and the commercial development at the Development will significantly broaden and enhance the residential and mixed-use opportunities in the City of Haverhill.

7. Increasing market-rate and affordable housing opportunities within the City, particularly within the TIF Zone (as defined below), is a key objective of the City.

8. The Development will evidence the goals of the Urban Center Housing Tax Increment Financing Program by providing affordable housing and generating additional real estate revenues from the Property.

9. The Developer is seeking an Urban Center Housing Tax Increment Financing exemption from the City to benefit the Development (the "Exemption").

10. The City, by a duly authorized vote of its City Council on \_\_\_\_\_, 2014 taken in accordance with the provisions of Chapter 40, Section 60 of the Massachusetts General Laws (the "UCH-TIF Law"), has approved (a) the creation of an Urban Center Housing – Tax Increment Financing Zone in the City of Haverhill (the "TIF Zone"), (b) an Urban Center Housing Tax Increment Financing Plan (the "TIF Plan"), including this Agreement with respect to the Property, and (c) the Mayor's execution of this Agreement and the Affordable Housing Restriction (as herein defined) and the submission of the TIF Plan for approval by the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD").

11. DHCD has approved the TIF Plan, including this Agreement and the Affordable Housing Restriction.

12. The Property is located within the TIF Zone.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### A. TAX INCREMENT FINANCING EXEMPTION

1. The Developer agrees to construct the Development pursuant to and in substantial accordance with the plans approved by the City's Building Inspector. The Developer further agrees to operate the Development in accordance with an Urban Center Housing Tax Increment Financing Program Affordable Housing Restriction executed by the City and the Developer on the date hereof (the "Affordable Housing Restriction").

2. The Exemption is hereby granted by the City to the Developer in accordance with the UCH-TIF Law, and with Chapter 23B and Chapter 59, Section 5, Clause 51<sup>st</sup> of the Massachusetts General Laws, subject to the terms and conditions hereof.

3. The Exemption shall be for a period (the "Exemption Period") commencing on the date hereof and ending on June 30, 2025 (the "Expiration Date"), and shall provide a discounted dollar amount of annual taxation, as described below, based upon an adjustment in the fiscal year 2014 assessed value of the Property, as required by Chapter 40, Section 60 of The Massachusetts General Laws (such adjusted value being the "Adjusted FY 2014 Assessment").

4. The City fiscal year 2014 assessed valuation of the [DEVELOPER: PLEASE CONFIRM BREAKDOWN AND TAX PARCELS] tax parcels comprising the Property is as follows: (i) \$693,500 [Woolworth]; (ii) \$349,137 [Emerson Rug]; (iii) \$251,300 [Nail Clips]; (iv) \$770,300 [Newman]; (v) \$1,111,200 [Ocasio] and (vi) \$368,000 [Rose]. The Property's real estate taxes for fiscal year 2014 are thus \$95,375.42 [CONFIRM].

5. The Exemption shall be comprised of a real estate tax exemption applicable to the Primary Affordable Unit, the Primary Market-Rate Unit and the Primary Commercial Unit

(which Exemption shall be equitably apportioned to each Secondary Unit in each Primary Unit) in accordance with each Secondary Unit Owner's proportionate share allocated to such Secondary Unit under the applicable condominium documents), calculated as prescribed by the UCH-TIF Law and its implementing regulations at 760 CMR 58.01-58.18, as follows:

- (1) With respect to the Primary Affordable Unit, the Exemption shall equal the then-current fiscal year tax assessment for the Primary Affordable Unit (which shall include the aggregate real estate assessment for all Affordable Units after taking into account the Developer's construction of the Development) minus the product of the Adjusted FY 2014 Tax Assessment for the applicable fiscal year multiplied by [\_\_ percent (\_\_%)] **[DEVELOPER: PLEASE CONFIRM; NOTE: INSERT AGREED-UPON PERCENT OF THE PRIMARY AFFORDABLE UNIT TO THE WHOLE PROPERTY; NOTE, TOGETHER WITH THE MARKET-RATE UNIT PERCENTAGE, THIS PERCENTAGE SHOULD EQUAL 61.63%]** (the "Primary Affordable Increment"), which amount shall then be multiplied by the then-current residential tax rate for the City (provided, however, that until a final Certificate of Occupancy is issued for each Secondary Unit in the Primary Affordable Unit, the Primary Affordable Increment shall be multiplied by the then-current commercial tax rate for the City) multiplied by the Increment Percentage set forth below for the applicable fiscal year;
- (2) With respect to the Primary Market-Rate Unit, the Exemption shall equal the then-current fiscal year tax assessment for the Primary Market-Rate Unit (which shall include the aggregate real estate assessment for all Market-Rate Units after taking into account the Developer's construction of the Development) minus the product of the Adjusted FY 2014 Tax Assessment for the applicable fiscal year multiplied by [\_\_ percent (\_\_%)] **[DEVELOPER: PLEASE CONFIRM; NOTE: INSERT AGREED-UPON PERCENT OF THE PRIMARY MARKET-RATE UNIT TO THE WHOLE PROPERTY; NOTE, TOGETHER WITH THE AFFORDABLE-RATE UNIT PERCENTAGE, THIS PERCENTAGE SHOULD EQUAL 61.63%]** (the "Primary Market-Rate Increment"), which amount shall then be multiplied by the then-current residential tax rate for the City (provided, however, that until a final Certificate of Occupancy is issued for each Secondary Unit in the Primary Market-Rate Unit, the Primary Affordable Increment shall be multiplied by the then-current commercial tax rate for the City) multiplied by the Increment Percentage set forth below for the applicable fiscal year.
- (3) With respect to the Primary Commercial Unit, the Exemption shall equal the then-current fiscal year tax assessment for the Primary Commercial Unit (which shall include the aggregate real estate assessment for all Commercial Units after taking into account the Developer's construction of the Development) minus the product of the Adjusted FY 2014 Tax Assessment for the applicable fiscal year multiplied by 38.36%, which amount shall then be multiplied by the then-current commercial tax rate for the City multiplied by the Increment Percentage set forth below for the applicable fiscal year.
- (4) For purposes of calculating the Exemption, the "Increment Percentage" is set forth below. Year 1 below shall be the fiscal year of the City in which the Development

## Harbor Place TIF Agreement

6/11/14

<u>TIF</u> <u>Year</u>	<u>Fiscal Yr</u>	<u>TIF</u> <u>Agreed</u> <u>Tax</u> <u>Payment</u>	<u>%</u> <u>Increase</u>
1	2014	\$ 95,375	0
2	2015	\$ 95,375	0
3	2016	\$ 96,568	+1.25%
4	2017	\$ 97,775	+1.25%
5	2018	\$ 98,997	+1.25%
6	2019	\$ 100,234	+1.25%
7	2020	\$ 102,740	+2.50%
8	2021	\$ 105,309	+2.50%
9	2022	\$ 107,941	+2.50%
10	2023	\$ 110,640	+2.50%
11	2024	\$ 113,406	+2.50%
12	2025	\$ 116,241	+2.50%
		\$ 1,240,602	

is completed, evidenced by the issuance of the first certificate of occupancy by the City's Building Inspector for any portion of the Development.

Year	Fiscal Year	Increment Percentage
1	2014	100%
2	2015	100%
3	2016	92%
4	2017	92%
5	2018	90%
6	2019	90%
7	2020	90%
8	2021	89%
9	2022	88%
10	2023	85%
11	2024	82.5%
12	2025	77.5%

6. Intentionally Deleted.

7. Notwithstanding anything to the contrary herein, the parties intend and do hereby agree that upon the sale of each residential Secondary Unit to a *bona fide* third party, the new owner of such residential Secondary Unit shall thereafter pay taxes on the full assessed value of such unit (each such unit, being a "Full-Value Unit") and this Agreement shall have no benefit to such Secondary Unit or the applicable Secondary Unit Owner. The Developer shall obtain such third party purchaser's written acknowledgement that the third party purchaser will have no benefits or rights under this Agreement and shall deliver to the City such written acknowledgement upon any such sale and shall maintain a copy of such acknowledgement in the Developer's records.

8. From and after the Expiration Date, the owners of the Property shall pay the full amount of taxes assessed on the Property and/or any condominium units comprising the Development or any portion thereof.

9. The Developer hereby agrees that the allocation of real estate taxes it pays or causes to be paid to the City shall be in a manner and an amount consistent with this Agreement, pursuant to tax bills rendered by the City in its usual and customary manner. Notwithstanding any other provisions of this Agreement to the contrary, the parties agree that the payment

obligation under this Agreement shall be the legal responsibility of the owners of each Primary Unit and Secondary Unit; provided, however, that if the Developer fails to create the various condominium regimes contemplated hereunder, then the owner or owners of the Property shall be responsible for the payment obligations hereunder.

10. The Developer agrees for itself and any successor owner of the Development (or any portion thereof), that (i) in the event that any charitable, educational, or other non-profit organization established under the laws of the Commonwealth of Massachusetts or any other State or any other organization or entity that is then-currently statutorily exempt from the obligation to pay real estate taxes acquires the Development (or any portion thereof or any Primary Unit or Secondary Unit) and exercises its rights to be exempt from the payment of real estate taxes, then such organization's or entity's payments that would otherwise be due under this Agreement shall be paid by the owners of the Primary Units and the owners of those Secondary Units that are not Full Value Units and in their respective proportionate share based on a square footage basis; provided, however, that no unit owner shall be required to pay taxes in an amount greater than the amount of real estate taxes that it would be required to pay if such owner was not entitled to the Exemption as permitted hereunder.

**B. DEVELOPER'S COVENANTS AND AGREEMENTS**

1. As noted in Section A.1, the Developer shall undertake the redevelopment of the Property substantially in accordance with the plans approved by the City's Building Inspector and shall cause the redevelopment of the Property to comply with the Project Requirements as to the number of Affordable Units and Market-Rate Units and the square footage of the Commercial Units.

2. The Exemption granted by the City is in consideration of the recitals set forth at the beginning of this Agreement, and the Developer's covenants and agreements as stated below, which the Developer hereby affirms as follows:

a. To undertake the redevelopment of the Property and operation of the Development in accordance with the provisions hereof.

b. To keep the Development in good order and repair and maintain the Development in a decent, safe, and sanitary condition, all in accordance with applicable laws and ordinances and all rules, regulations and requirements of governmental authorities having jurisdiction.

c. To create and operate at least fifty (50) units of affordable housing in accordance with the Affordable Housing Restriction.

d. To ensure that the Affordable Units are occupied by income-eligible households in accordance with the terms of the Affordable Housing Restriction.

e. To comply with all applicable fair housing laws in the selection of tenants for the Development, including without limitation, the Affordable Units.

f. To comply with all income certification requirements with respect to occupants of the Affordable Units, as set forth in the Affordable Housing Restriction.

g. To cooperate in the City's administration, monitoring and enforcement of this Agreement, including such access rights to the Property (subject to any applicable leases) as are reasonably necessary to accomplish the same. The provisions of this Agreement shall not operate to circumscribe in any way, the access rights, if any, granted to the City by the Developer pursuant to other agreements being entered into by the parties as of the date hereof, relating to the Development and the Parking Garage.

h. To comply with the provisions of the MassWorks Grant Agreement and complete construction of the Parking Garage as required therein.

**C. AFFORDABLE HOUSING REQUIREMENTS AND RESTRICTION**

1. The parties hereto have agreed upon the form of Affordable Housing Restriction.

2. Contemporaneously with the execution of this Agreement, the Developer shall record or cause to be recorded, the Affordable Housing Restriction with the Essex County (Southern District) Registry of Deeds and provide a recorded copy thereof to the City. The Affordable Housing Restriction shall be forever senior in lien priority to all financing liens encumbering the Property or any portion thereof.

3. The City and the Developer expressly acknowledge and agree to the Department's rights of first refusal and purchase with respect to the Property, as set forth in [Sections 17 and 18] of the Affordable Housing Restriction.

4. In the event of any conflict between the provisions of this Agreement and the Affordable Housing Restriction, the Affordable Housing Restriction shall be dispositive.

**D. ADDITIONAL REQUIREMENTS AND AGREEMENTS**

1. This Agreement does not provide any exemption from personal property taxes with respect to the Property or the Development.

2. This Agreement does not serve to waive the Developer's obligations under any special assessment or betterment levied by the City or any constituent entity thereof against the Property, including with respect to the Parking Garage.

3. The City, the Developer and DHCD shall enter into the Affordable Housing Restriction.

4. Any failure of the Developer to (i) construct, operate and maintain the Development as required herein, (ii) comply with the terms of this Agreement or the Massworks Grant Agreement, or (iii) timely make any payments owed to the City hereunder or under the MassWorks Grant Agreement, shall constitute a default under this Agreement. If any such



[DEVELOPER: PLEASE PROVIDE]

Any notice party may designate a different address by notice given to the other parties as provided herein. Each notice, request and demand hereunder shall be deemed given or made as follows: (i) if sent by hand delivery, upon delivery; or (ii) if sent by certified mail, return receipt requested, or by nationally recognized overnight delivery service, upon receipt or refusal.

2. Further Assurances. At the request of either party hereto, the other party shall execute, acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purposes of this Agreement, provided that no such document or instrument shall modify the rights and obligations nor increase the liability of the parties set forth herein.

3. Successors and Assigns. The provisions of this Agreement shall benefit the Property and no other real property. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the City, and of the Developer as owner of the Property. The Developer may not assign its rights and obligations under this Agreement without the approval of the City in its sole discretion; provided, however, that the Developer may assign its rights and obligations hereunder to an assignee which acquires the Property through foreclosure or deed in lieu thereof and thereby assumes all of the Developer's rights hereunder (so long as notice of any such foreclosure or deed in lieu of foreclosure is promptly provided to the City in accordance with Section E.1 hereof). In addition, and notwithstanding the foregoing, the City acknowledges that the Developer intends to subject the Property to multiple condominium regimes as contemplated herein and that this Agreement shall be binding on and inure to the benefit of the owners of the Primary Units and the Secondary Unit Owners (except the owner of any Full-Value Unit).

4. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. Any claim or action arising under this Agreement shall be tried in a court of competent jurisdiction sitting in Essex County, Massachusetts.

5. Entire Understanding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and current understandings and agreements with respect to the same, whether written or oral.

6. Headings. Headings are for convenience and reference only and in no way define or limit the provisions of this Agreement.

7. Severability. All provisions contained in this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to be amended to the minimum extent necessary to provide the parties with the benefits and obligations set forth herein.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute and be construed as one and the same instrument.

9. Recitals. The recitals set forth above are incorporated herein by reference, as if fully re-stated herein.

10. Estoppel Certificates. Upon written request of either party made upon at least ten (10) business days' notice, the other party shall provide a certificate certifying to the best of its knowledge, that (if true) (i) this Agreement is in full force and effect, (ii) this Agreement has not been amended, except as may be set forth in such certificate, (iii) the requesting party is not in default of this Agreement (or if it is default, specifying the nature of the default), and (iv) such other factual matters as the requesting party may reasonably request.

11. Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of the TIF Plan, the provisions of this Agreement shall be dispositive.

*[The signature page is the next page.]*

This Agreement is executed as an instrument under seal as of the date first set forth above.

**CITY:**

CITY OF HAVERHILL, acting by and through its Mayor

By: \_\_\_\_\_  
James J. Fiorentini, Mayor

**DEVELOPER:**

MERRIMACK STREET OWNER, LLC, a  
Massachusetts limited liability company

By: Merrimack Street Ventures, LLC, a  
Massachusetts limited liability company  
Its Manager

By: \_\_\_\_\_  
Name:  
Title:

**Attachments:**

- Exhibit A: Legal Description of Property
- Exhibit B: Notice Addressees – Lender, Investor

Exhibit A

[DEVELOPER TO PROVIDE]

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Exhibit B

Lender/Investor Notice Addresses

If to Construction Lender: Bank of America, N.A.  
[225 Franklin Street  
Boston, MA 02110  
Mail Code: MAI-225-02-02  
Attention: \_\_\_\_\_ ]  
**[DEVELOPER: PLEASE CONFIRM]**

If to Equity Investor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**[DEVELOPER: PLEASE CONFIRM]**

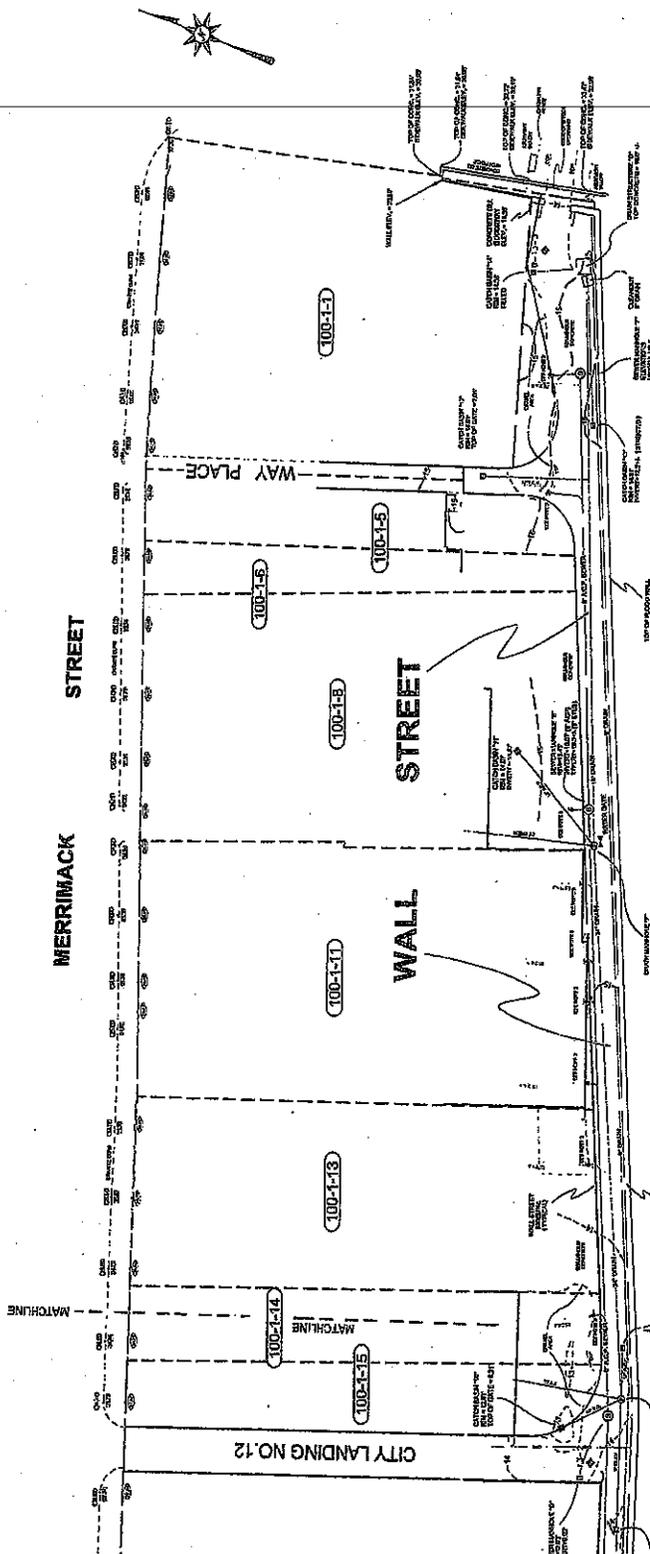
With copies to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**[DEVELOPER: PLEASE CONFIRM]**

And also to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**[DEVELOPER: PLEASE CONFIRM]**

2510580.8

**EXHIBIT B**

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**PRELIMINARY EXISTING CONDITIONS SURVEY**  
 LOCATED IN  
**HAVERTHILL, MA.**  
 PREPARED FOR  
**AECOM**

DATE: MAY 2015  
 SCALE: 1"=40'  
**CSI**  
**CHRISTIANSEN & SERG, INC.**  
 100 WASHINGTON ST., SUITE 200, HAVERTHILL, MA 01930

SHEET 1 OF 2  
 DWG. NO. 10.057.0.0.013

**NOTES**

1. THE LOCATION OF ALL UTILITIES SHOWN HEREON WAS DETERMINED BY VISUAL INSPECTION AND/OR BY THE USE OF GROUND PENETRATING RADAR (GPR) AND/OR OTHER APPROPRIATE METHODS. THE LOCATION OF UTILITIES SHOWN HEREON IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND/OR OTHER SOURCES. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.
2. SEE MERRIMACK STREET REPAIR PROJECT BY AECOM FOR THE LOCATION OF UTILITIES SHOWN HEREON.
3. THE ABOVE REFERENCED PLAN INDICATES THE LOCATION OF UTILITIES SHOWN HEREON. THE LOCATION OF UTILITIES SHOWN HEREON IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND/OR OTHER SOURCES. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

**REFERENCE PLANS**

1. MERRIMACK STREET REPAIR PROJECT BY AECOM
2. MERRIMACK STREET REPAIR PROJECT BY AECOM
3. MERRIMACK STREET REPAIR PROJECT BY AECOM
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7. MERRIMACK STREET REPAIR PROJECT BY AECOM
8. MERRIMACK STREET REPAIR PROJECT BY AECOM
9. MERRIMACK STREET REPAIR PROJECT BY AECOM
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16. MERRIMACK STREET REPAIR PROJECT BY AECOM
17. MERRIMACK STREET REPAIR PROJECT BY AECOM
18. MERRIMACK STREET REPAIR PROJECT BY AECOM
19. MERRIMACK STREET REPAIR PROJECT BY AECOM
20. MERRIMACK STREET REPAIR PROJECT BY AECOM

**LEGEND**

- POINT LOCATION & IDENTIFICATION NUMBER
- ELEVATION AT TOP OF CURB
- ELEVATION AT BACK OF CURB
- MANHOLE ELEVATION SHEET
- CATCHBASIN
- MANHOLE
- SEWER MANHOLE
- SEWER STOP PER REFERENCE PLAN 1
- WATER VALVE
- INTERNAL UTILITY REFERENCE
- BUILDING LINE
- PROPERTY LINE FROM ASSESSOR RECORDS
- RIGHT OF WAY LINE
- CONTOUR
- END OF PAGE/SET





EXHIBIT C

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City of Haverhill, MA  
Tuesday, July 30, 2013

## Chapter 255. ZONING

### Article XV. Merrimack Street Gateway Renaissance Overlay District (MSGROD)

[Added 12-18-2012 by Doc. 105-BB]

#### § 255-136. Purpose.

It is the purpose of this article to establish a Merrimack Street Gateway Renaissance Overlay District and thereby to encourage additional smart growth in the downtown core, to foster a range of housing opportunities along with mixed-use development components, including, among others, distinctive retail, education and education-based uses, performing arts, media and graphics arts, offices, restaurants, public and private access to and use of the Merrimack River, which is now effectively cut off by a substantial and necessary flood wall, to spark the development of marine use facilities taking advantage of the navigable waters of the Merrimack River adjacent to downtown Haverhill, and to encourage private capital to invest in the design and construction of distinctive and attractive site development programs that promote compact design, creation of vital urban open space, and take advantage of a variety of transportation options, including enhanced pedestrian access to employment and nearby rail access. Other objectives of this article are to:

- A. Promote the public health, safety, and welfare by encouraging diversity of housing opportunities;
- B. Foster the long-term expansion of workforce and market-rate multi-family housing to bring further vitality and stability to the downtown riverfront;
- C. Increase the production of a range of housing units to meet existing and anticipated housing needs;
- D. Establish requirements, standards, and guidelines, and ensure predictable, prompt, fair and cost-effective development review and permitting;
- E. Establish development standards to allow context-sensitive design and creative site planning;
- F. Enable the City to act quickly to take advantage of available capital and technical resources to redevelop key parcels; and

G. Establish an anchoring redevelopment at a major gateway to downtown Haverhill, adjacent to the Bradford Bridge (also known as the "Route 125 bridge") over the Merrimack River.

## § 255-137. Definitions.

For purposes of this article, the definitions provided in Article II of this Zoning Ordinance shall be used except that (i) the following definitions shall apply instead of any conflicting definition in Article II, and (ii) in the event of any other conflict between a definition in Article II and the provisions of this article, which in context give another or a modified meaning to such definition, the provisions of this article shall govern any Project which has elected to be governed by this article instead of underlying zoning. All capitalized terms shall be defined in accordance with the definitions established under this article, or as set forth in the rules and regulations of the Plan Approval Authority applicable to this District ("Regulations").

### **AS-OF-RIGHT PROJECT or PROJECT**

A multifamily development or mixed-use development allowed under § 255-140, which shall be as of right without recourse to a special permit, variance, zoning amendment, or other form of zoning relief.

### **EDUCATIONAL USE**

Elementary schools, middle schools, high schools, colleges, universities, community colleges, media centers, arts centers, distance learning facilities, training centers and facilities, libraries and educational offices.

### **MULTIFAMILY DEVELOPMENT or MULTI-FAMILY DEVELOPMENT**

A residential structure containing two or more dwelling units.

### **PLAN APPROVAL**

Standards and criteria which a Project in the Merrimack Street Gateway Renaissance Overlay District must meet under the procedures established herein, provided that Plan Approval shall be treated as nondiscretionary and not subject to the standards applicable to special permits under this Zoning Ordinance, if the Plan Approval is appealed or attempted to be appealed by any person.

### **PLAN APPROVAL AUTHORITY**

For purposes of reviewing Project applications and issuing decisions on development Projects within the Merrimack Street Gateway Renaissance Overlay District, the Planning Board shall be the Plan Approval Authority (the "PAA"), and is authorized to approve a site plan to implement a Project.

### **PRIORITY PROJECT**

A mixed-use Project (i) in which 75% or more of the residential units are not restricted by income, (ii) which encompasses an area extending at least the full width between Merrimack Street and the flood wall along the Merrimack River, (iii) which provides public access to and along a boardwalk or promenade overlooking the Merrimack River or public access to the waters of the Merrimack River, or both, and (iv) does not require any waivers

from the design standards or the density or dimensional requirements established by this article.

#### **RECREATIONAL USES**

Active and passive recreational uses, including but not limited to walking and bicycle paths, bicycle and boat rentals and sharing services, and seasonal skating rinks.

#### **ZONING ORDINANCE**

The Zoning Ordinance of the City of Haverhill.

### **§ 255-138. Overlay district established.**

- A. Establishment. The Merrimack Street Gateway Renaissance Overlay District, hereinafter referred to as the "MSGROD," is an overlay district that is superimposed over the underlying zoning district(s) applicable to the property shown on the map entitled "Merrimack Street Gateway Renaissance Overlay District," dated October 5, 2012 (the "MSGROD Map"). The MSGROD Map is hereby made a part of the Zoning Ordinance and is on file in the office of the City Clerk. To avoid any uncertainty that might otherwise arise from the scale of the MSGROD Map, the MSGROD is hereby specified to include the entire area bounded northerly by the center line of Merrimack Street, easterly by the center line of Bridge Street, including the center line of such Street as it passes over the Bradford Bridge over the Merrimack River (being also the Route 125 bridge), southerly by the center line of the Merrimack River, and westerly by the westerly sideline of the public way known as "Elliott Place" and the extension of such line southerly to the center line of the Merrimack River and northerly to the center line of Merrimack Street as it enters Washington Square at the intersection with Emerson Street.
- B. Relationship to underlying zoning. The MSGROD is an overlay district superimposed on all underlying zoning districts, including, without limitation, any other overlay zoning district which operates to provide additional restrictions, limitations or conditions on underlying zoning. The provisions applicable to such underlying zoning district(s) shall not be applicable to a Project within the MSGROD shown on a site plan which was submitted pursuant to § 255-146 for such Project, and such Project shall instead be governed exclusively by the provisions of this article.

### **§ 255-139. Applicability.**

An applicant for a Project located within the MSGROD may proceed to permit and develop such project either entirely pursuant to underlying zoning, including, without limitation, any other overlay zoning district which operates to provide additional restrictions, limitations or conditions on underlying zoning, or, in the alternative, may seek Plan Approval for the Project solely in accordance with the requirements of this article. If the Applicant seeks Plan Approval in accordance with the requirements of this article, then notwithstanding anything to the contrary in the Zoning Ordinance, such application and the Project described therein shall be governed solely by this article, and shall not be subject to any other provisions of the Zoning Ordinance. If a parcel or lot does not have a Project that obtains Plan Approval, or, after Plan Approval, the Project does not obtain a building permit, then the parcel or lot shall remain

available for use or redevelopment under either underlying zoning or, at the election of the same or another proponent, this article.

## § 255-140. Use restrictions.

A. The following uses are permitted as of right in the MSGROD:

- (1) Mixed-use development which must provide space in the Project or a phase thereof for each of: (1) at least one of the nonresidential uses listed in § 255-140A(2) below, or at least one of the uses listed in either § 255-140A(4) or (5) below, and (2) multi-family development, which multi-family development may be provided throughout the Project, or within one or more specified building(s) or phase(s) of the Project consisting of only multi-family residential use. In addition, any building not immediately fronting on Merrimack Street, whether constructed as a Project, as part of a Project or as a phase of a Project, may be used for purely multi-family residential purposes.
- (2) The following nonresidential uses:
  - (a) Business and professional offices.
  - (b) Business service and consumer service establishments.
  - (c) Commercial and financial services.
  - (d) Eating and drinking establishments without a drive-through, including, without limitation, seasonal outdoor seating.
  - (e) Retail uses.
  - (f) Educational Use.
  - (g) Research and development uses.
  - (h) Graphics arts and media arts studios, galleries and offices.
  - (i) Performing arts uses, including, without limitation, indoor and outdoor stages.
  - (j) Community facilities, including, without limitation, chapels and places of religious worship.
  - (k) Indoor athletic, fitness, health and health spa establishments, including, without limitation, exercise establishments and martial arts and yoga studios.
  - (l) Inns and hotels.
- (3) Parking, including surface, garage-under, and structured parking (e.g., parking garages) and automobile-sharing and bicycle-sharing services, provided that such parking use and such services are either a component of a mixed-use development or are accessory to another permitted use.

- (4) Open space and Recreational Uses, including, without limitation, plazas, green areas and seasonal and occasional markets.
- (5) Marinas, piers, floats, boardwalks, fishing areas, and other facilities and amenities providing views of and access to the Merrimack River, including, without limitation, boat rental, charter-boat facilities and boat-sharing services.
- (6) Accessory and ancillary uses customarily incidental to any of the above permitted uses shall also be permitted, including, without limitation, day care accessory to any Educational Use or multifamily residential use, accessory swimming pools for use by residents, hotel or inn guests, workers or students in any mixed-use development, accessory pet care, conference and meeting facilities, and roof gardens and roof structures accessory to any multifamily residential use or any Educational Use.

B. The following uses are prohibited in the MSGROD:

- (1) Septic System Repair Facility.
- (2) Solid Waste Disposal Facility.
- (3) Salvage Yard.
- (4) Self Storage Facility (other than any accessory storage units or accessory storage areas which are accessory to a permitted use such as a multi-family residential use or a retail or Educational Use or a performing arts use, which shall be permitted, provided the same shall be entirely located within a building and shall not be advertised or signed from the exterior of the building and shall be limited to use by Project residents, tenants and occupants).
- (5) Warehousing and Distribution Facility.
- (6) Motor Vehicle Service Station (Gasoline Sales).
- (7) Motor Vehicle General and Body Repair (provided that an accessory automobile detailing service may be provided within any parking-under structure).
- (8) Motor Vehicle Sales.
- (9) Motor Vehicle car wash (provided that an accessory automobile detailing service may be provided within any parking-under structure).
- (10) Storage of power boats.

C. Uses, buildings and structures permitted under MGL c. 40A, § 3, but not otherwise specifically contemplated in this section, shall not proceed in or as part of a Project or any phase of a Project under this article, but shall instead proceed solely in accordance with said MGL c. 40A, § 3, and the applicable provisions of underlying zoning.

### § 255-141. Project phasing.

An Applicant may propose that a Project will be phased, and the PAA, as a condition of any Plan Approval, may require a Project to be phased to mitigate any extraordinary adverse Project impacts on nearby properties. In addition, the PAA may impose additional conditions pertaining to project phasing, including the provision of surety if deemed necessary by the PAA.

### § 255-142. Dimensional regulations.

- A. The Maximum Height allowable in the MSGROD shall be the lesser of 125 feet and 10 stories, or the lesser of 125 feet and 12 stories in the case of a Priority Project. The Maximum Height allowable, stated above, does not apply to mechanical equipment, elevator shafts and bulkheads, chimneys, cooling towers and other structures ordinarily carried above the roof and not ordinarily used for human habitation, regardless of height above the roof, nor to balustrades, knee walls, pergolas, shade structures, wind breaks and similar features of roof gardens, provided the same are not more than 10 feet in height above the roof. Maximum Height in feet for any Project and any element thereof in the MSGROD shall be measured from the mean elevation of the portion of the riverward sideline of Merrimack Street adjacent or most nearly adjacent to the Project, in order to encourage parking in any Project to be provided in a podium or similar parking-under structure. Maximum Height in stories for any Project and any element thereof in the MSGROD shall be measured starting with the first story above any parking provided in a podium or similar parking-under structure.
- B. Except for Maximum Height, there are no dimensional, area or similar requirements or limits for Projects in the MSGROD.

### § 255-143. Density requirements.

- A. Maximum as-of-right overall multi-family residential density for a Project shall be 220 dwellings per acre for a Priority Project and 110 dwellings per acre for all other Projects. Such density shall be determined using the entire area for any multi-family Project or any mixed-use development Project excluding only the footprint of any building within the Project, which does not have any multi-family residential uses in such building.
- B. Maximum floor area ratio (FAR) for any Project shall be 4.0 which shall be calculated in accordance with the definition of "Floor Area Ratio" in Article III of this chapter, and which, consistent with that definition, shall exclude all areas of any garage-under parking in any Project.

### § 255-144. Parking requirements.

- A. General. The purpose of these parking requirements is to encourage the use of public transportation and to make the downtown more pedestrian friendly and bicycle friendly. Parking requirements within the MSGROD are as follows.

- (1) Surface parking lots and parking structures shall provide pedestrian walkways and connections to the sidewalk system.
- (2) Parking structures shall be designed to be compatible with adjacent buildings and architecture.

B. Minimum off-street parking space requirements.

- (1) Residential use: 1.0 space per dwelling unit, or, in the case of a Priority Project, 0.75 space per dwelling unit.
- (2) Such off-street parking spaces shall be provided (i) within the Project itself or (ii) in an off-site parking lot or parking garage, provided that such off-site parking lot or garage and the Project shall be no further than 2,500 feet distant from each other, measured on a straight-line basis at the point of minimum distance between some point on the perimeter of such lot or garage and some point on the perimeter of the Project, or (iii) in a combination of the foregoing.

C. Shared parking. The use of shared parking to fulfill parking demands noted above that occur at different times of day may be considered by the PAA. Minimum parking requirements above may be reduced at the discretion of the PAA for a mixed-use development that is a Priority Project or, in the case of other Projects, if the applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies (e.g., the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or other PAA-approved studies). The applicant is encouraged to use the public parking facilities available in the downtown area and to lease parking in those facilities, and is permitted to use other off-site parking facilities in other locations as well.

D. Reduction of parking requirement. The required amount of parking may be reduced at the discretion of the PAA upon a showing that the lesser amount of parking will not cause excessive congestion, endanger public safety, or that lesser amount of parking will provide positive environmental or other benefits. The PAA may consider:

- (1) The availability of surplus off-street parking in the vicinity of the use being served and/or the proximity of a bus or a MBTA transit station;
- (2) The availability of public or commercial parking facilities in the vicinity of the use being served;
- (3) Shared use of off-street parking spaces serving other uses having peak user demands at different times;
- (4) Age, income or other characteristics of the likely occupants that are likely to result in a lower level of auto usage;
- (5) Mixed-use nature of the Project that is likely to result in a lower level of auto usage;
- (6) Availability as part of the Project of automobile-sharing services;

- (7) Such other factors as may be considered by the PAA, including whether the reduction of the parking requirement is likely to encourage the use of public transportation or encourage a proposed development to be more pedestrian friendly, or whether the proposed Project will provide shuttle-bus services to off-site parking lots or parking garages.

## § 255-145. General design standards.

- A. The design of new buildings shall encourage public and private access to and along the Merrimack River and public and private use and viewing of the Merrimack River. Projects which provide physical or visual access to the Merrimack River or create further activity on the water sheet of the Merrimack River are encouraged. Physical access to the Merrimack River could include one or more of, but not be limited to, public and/or private docks, marinas, floats, piers, wharves and fishing areas. Visual access to the Merrimack River could include one or more of, but not be limited to, public boardwalks, public plazas, seasonal outdoor seating, seasonal or occasional markets, public walking or biking trails along or in close proximity to the Merrimack River, or lateral access from Merrimack Street to such boardwalks, plazas or trails, or a view corridor where the public could view the Merrimack River.
- B. New buildings shall be sited to establish view corridors from Merrimack Street to the River and to invite public pedestrian access to the waterfront from Merrimack Street.
- C. New buildings are encouraged to have designs, elements or lighting features that provide a new visual gateway, landmark or iconic view for downtown Haverhill when viewed from any one or more of Merrimack Street, Bridge Street, Main Street, the Merrimack River, the south bank of the Merrimack River and/or the Bradford Bridge.
- D. Adequate capital infrastructure for on-site municipal services shall be provided within any Project, including water, sewer, and drainage.
- E. Adequate traffic circulation shall be provided to and from the Project's vehicular access points in order to maintain reasonable traffic control on Merrimack Street.
- F. Ground floor spaces facing Merrimack Street and facing any plaza on top of any parking-under podium or other parking-under structure shall be designed to encourage a lively, urban, pedestrian-friendly atmosphere.
- G. When dumpsters, utility meters, mechanical units and service areas cannot be located within a parking-under area or otherwise away from the street front, they shall be screened from view and shall not be located in the pedestrian right-of-way.
- H. Lighting shall not create overspill onto adjacent properties or into the night sky.

- I. One goal of the MSGROD is to promote new, urban design and layout in the MSGROD. Applicants shall not be required to preserve existing buildings, facades or other historic or potentially historic features or elements in the district, if any.

## § 255-146. Application for Plan Approval.

- A. Required submittals. The application for Plan Approval shall be accompanied by 20 copies of the following plans and documents, which shall demonstrate consistency with the standards set forth in this MSGROD. All site plans shall be prepared by a certified architect, landscape architect, and/or a civil engineer registered in the Commonwealth of Massachusetts. All landscape plans shall be prepared by a certified landscape architect registered in the Commonwealth of Massachusetts. All building elevations shall be prepared by a certified architect registered in the Commonwealth of Massachusetts. All plans shall be signed and stamped, and drawings prepared at a scale of one inch equals 40 feet or larger, or at another scale as requested by the applicant and approved in advance by the PAA, and shall show the following:
- (1) The perimeter dimensions of the lot; Assessor's Map, lot and block numbers; and whether any lots are to be combined as one lot for zoning purposes for the Project.
  - (2) All existing and proposed buildings, structures, building setbacks, parking spaces, driveway openings, distance between buildings, plan view exterior measurements of individual buildings, driveways, service areas and open areas.
  - (3) Internal roads, sidewalks and parking areas (width dimensions of paving and indication of number of parking spaces).
  - (4) All facilities for sewage, refuse and other waste disposal and for surface water drainage.
  - (5) All proposed landscaping features, such as fences, walls, boardwalks, walks, promenades, outdoor stages, potential areas for seasonal and occasional markets, planting areas, marinas, docks, piers, floats and access points to the foregoing on the Project site.
  - (6) Existing major natural features, including streams, wetlands, buffer zones, regulated riverfront areas, regulated tidelands and filled tidelands areas, and all trees six inches or larger in caliper (caliper girth of the tree four feet above existing soil height at the trunk).
  - (7) Scale and North arrow (minimum scale of one inch equals 40 feet unless otherwise requested by the applicant and approved by the PAA in advance).
  - (8) Total site area in square footage and acres and area to be available as urban open space.
  - (9) The proposed residential density in terms of dwelling units per acre and types of proposed commercial uses in terms of the respective floor area, proposed recreation

areas, and number of residential units proposed by type: number of studio, one-bedroom, two-bedroom and three-bedroom units, if applicable.

- (10) Location sketch map (indicate surrounding streets and properties and any additional abutting lands owned by the applicant).
- (11) Proposed marinas, piers, floats, fishing areas, areas, if any, for potential boat rental and boat sharing services, and other amenities providing public and private access to and views of the Merrimack River, including boardwalks, promenades, adjoining urban open space included in the Project and the pedestrian flows intended to link such proposed marinas, piers, floats, fishing and boating areas, etc., to such boardwalks, promenades and other land-side urban open space.
- (12) Representative elevation sketches of buildings (indicate height of building and construction material of the exterior facade).
- (13) Typical unit floor plan for residential uses. (Floor plan should be indicated for each type of unit proposed: either studio, one-bedroom, two-bedrooms or more.) The area in square feet of each typical unit should be indicated.
- (14) Developer's (or its representative's) name, address and phone number.
- (15) Any other information which may include required traffic, school, and/or utilities impact study and in order to adequately evaluate the scope and potential impacts of the proposed Project.
- (16) If the Project should be reviewed as a Priority Project, a statement to that effect and a brief statement why it qualifies to be a Priority Project.

B. Records. All plans and elevations presented with the application shall remain a part of the records of the PAA. The provision of the plan and the application shall be the sole responsibility of the applicant.

## § 255-147. Procedures.

- A. Filing. An applicant for Plan Approval shall file the application and all required submittals with the City Clerk and shall also file forthwith the required number of copies of the application form and the other required submittals as set forth above with the City Planner on behalf of the PAA, including notice of the date of filing with the City Clerk.
- B. Circulation to other boards. Upon receipt of the application, the City Planner shall immediately provide copies of the application materials to the City Council, the Planning Board, Board of Appeals, Board of Health, Conservation Commission, Fire Department, Police Department, Building Commissioner, Department of Public Works, Community Development, and other municipal officers, agencies or boards designated by the PAA for comment, and any such board, agency or officer shall provide any written comments, if any, within 60 days of its receipt of a copy of the plan and application for approval, or

within 30 days of such receipt in the case of a Priority Project. Within 20 days after receipt of the application, the City Planner shall determine, in writing, whether the Project described in the application constitutes a Priority Project and shall inform the applicant, the PAA and such municipal boards, agencies and officers of such determination.

C. Hearing. The PAA shall hold a public hearing for which notice has been given as provided in MGL c. 40A, § 11. The decision of the PAA shall be made, and a written notice of the decision filed with the City Clerk, within 120 days of the receipt of the application by the City Clerk, or within 75 days of the receipt of the application by the City Clerk in the case of a Priority Project. The required time limits for such action may be extended by written agreement between the applicant and the PAA, with a copy of such agreement being filed in the office of the City Clerk. Failure of the PAA to take action within said 120 days, or said 75 days in the case of a Priority Project, or extended time, if applicable, shall be deemed to be an approval of the application and site plan.

D. Peer review. The applicant shall be required to pay for reasonable consulting fees to provide peer review of the Plan Approval application. Such fees shall be held by the City in a separate account and used only for expenses associated with the review of the application by outside consultants, including, but not limited to, attorneys, engineers, urban designers, architects, housing consultants, planners, and others. Any surplus remaining after the completion of such review, including any interest accrued, shall be returned to the applicant.

## § 255-148. Decision.

A. Waivers. Except where expressly prohibited herein, upon the request of the Applicant, the Plan Approval Authority may waive dimensional and other requirements of this article in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the MSGROD, or if the PAA finds that such waiver will allow the Project better to achieve the intent and overall purposes of this article.

B. Plan review. An application for Plan Approval shall be reviewed for consistency with the purpose and intent of this article, and such Plan Review shall be construed as an as-of-right review and approval process.

C. Plan Approval. Plan Approval shall be granted where the PAA finds by majority vote of the members present that:

- (1) The applicant has submitted the required fees and information as set forth in this article; and
- (2) The Project and site plan meet the requirements and standards set forth in this article, or a waiver has been granted therefrom; and
- (3) Extraordinary adverse potential impacts of the Project on nearby properties have been adequately mitigated.

D. Plan disapproval. A site plan may be disapproved only where the PAA finds that:

- (1) The applicant has not submitted the required fees and information as set forth in this article; or
- (2) The Project and site plan do not meet the requirements and standards set forth in this article, or a waiver has not been granted therefrom; or
- (3) It is not possible to adequately mitigate significant adverse Project impacts on nearby properties by means of suitable conditions.

E. Form of decision. The PAA shall issue to the applicant a copy of its decision containing the name and address of the owner, identifying the land affected, and the plans that were the subject of the decision, and certifying that a copy of the decision has been filed with the City Clerk and that all plans referred to in the decision are on file with the PAA. If 20 days have elapsed after the decision has been filed in the office of the City Clerk without an appeal having been filed or if such appeal, having been filed, is dismissed or denied, the City Clerk shall so certify on a copy of the decision. If a site plan is approved by reason of the failure of the PAA to timely act, the City Clerk shall make such certification on a copy of the application. A copy of the decision or application bearing such certification shall be recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner's certificate of title. The fee for recording or registering shall be paid by the applicant.

## § 255-149. Change in plans after approval by PAA.

- A. Minor change. After Plan Approval, an applicant may apply to make minor changes involving minor utility or building orientation adjustments, lighting or facade adjustments, or minor adjustments to parking, landscaping or other site details that do not affect the overall massing, final build-out or building envelope of the site, and do not materially affect the open space, from that shown on the previously approved site plan and do not increase the number of dwelling units in the Project in the aggregate from that provided in the original Plan Approval. Such minor changes must be submitted to the PAA on so-called "bubbled" prints of the approved plan, reflecting the proposed changes, and on application forms provided by the PAA. The PAA may authorize such changes at any regularly scheduled meeting, without the need to hold a public hearing. The PAA shall set forth any decision to approve or deny such minor change by motion and written decision within 30 days after the applicant has filed its application therefor, and the PAA shall provide a copy of its decision to the applicant for filing with the City Clerk.
- B. Major change. Those changes deemed by the PAA to constitute a major change because of the nature of the change in relation to the prior approved plan, or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the PAA as a new application for Plan Approval pursuant to this article.

### § 255-150. Enforcement and appeal.

The provisions of the MSGROD shall be administered by the Building Inspector, except as otherwise provided herein. Any appeal arising out of action by the PAA regarding application for Plan Approval shall be governed by the provisions of MGL c. 40A applicable to as-of-right projects which have been subject only to a nondiscretionary site plan review not involving or requiring any special permit and shall be made to a court of competent jurisdiction as set forth in MGL c. 40A, § 17. Any other request for enforcement or appeal arising under this article shall be governed by the applicable provisions of MGL c. 40A.

### § 255-151. Freeze during process; effectiveness and validity of Plan Approval.

- A. An application to the PAA for Plan Approval shall be governed by the applicable provisions of this article in effect at the time of the submission of the application, while the plan is being processed, during the pendency of any appeal, and for three years after Plan Approval. If an application is denied, such provisions in effect at the time of the application shall continue in effect with respect to any further application filed within two years after the date of the denial, except as the Applicant may otherwise choose.
- B. A Plan Approval, and any and all minor changes thereto sought by an Applicant, shall remain valid and shall run with the land indefinitely, and a Project shall be governed by the applicable provisions of this article in effect at the time of the submission of the original application for such original Plan Approval (without regard to applications for minor changes) indefinitely, provided that construction of the Project covered by such Plan Approval has commenced within three years after the decision is issued, which time shall be extended by the time required to adjudicate any appeal from such approval and which time shall also be extended if the Project proponent is actively pursuing other required permits for the Project or there is other good cause for the failure to commence construction, or as may be further extended as provided in a Plan Approval for a multiphase Project. Such commencement of construction of the first phase of a Project covered by such Plan Approval within such three-year period, as so extended, shall constitute the timely commencement of construction of all phases of the entire Project for the purposes of this article. No phase of a Project shall be in violation of zoning on account of a violation of zoning solely by one or more other phases of such Project. For purposes of this article, commencement of construction shall include any material expenditure of funds on site work or environmental remediation or on any slurry wall, footings or foundation for any parking garage podium under the Project or under any portion or phase of the Project. The PAA may impose, but shall not be required to impose, such outside time limits for the commencement of the final phase of a phased Project as it sees fit, provided that the earliest date for such required commencement of such final phase shall not be earlier than seven years after the Plan Approval decision is issued, as extended as provided above, nor later than 15 years after the Plan Approval decision is issued, as extended as provided above, and further provided that any failure to meet such outside time limits shall only affect the right to construct the unbuilt phase(s) and shall not affect the previously constructed phase(s) or the respective rights of the same. In the

event of a casualty affecting a building or structure which itself, or the use thereof, would be nonconforming with the provisions of this article but for the grandfathering provided by this section, such structure may be repaired, rebuilt and/or reconstructed, as necessary, provided that any such repair, rebuilding or reconstruction shall be commenced within two years after the date of such casualty, and shall thereafter be diligently and continuously prosecuted to completion. Except as provided in any one or more of the preceding sentences of this subsection, any amendment to this article shall apply to building permits applied for after the first notice of public hearing on such amendment.

- C. The owner of a Project, or applicable portion thereof, may choose to waive the benefit of the provisions of this section in writing.
- D. No further Plan Approval, special permit, variance or the like shall ever be required to reconstruct a Project, or portion thereof, following any casualty.
- E. On the other hand, any Alteration or Extension of a Project that would not conform to the then-existing provisions of this article shall require a further Plan Approval or deemed Plan Approval.
- F. For purposes of this section, "Alteration" means any construction resulting in a material change in the structural parts or height of, or number of stories or footprint of, a building, or to permit a substantially different use of such building; and "Extension" means any material increase in physical size or a substantially different use.

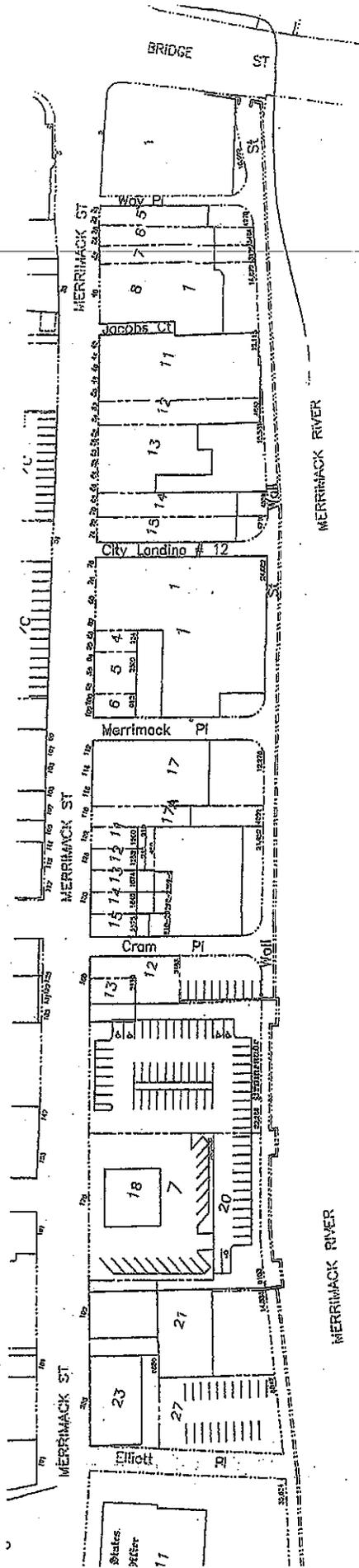
### **§ 255-152. Tax and other incentives for Priority Projects.**

It is the City's intention to give preference to, and to fast track the approval of, Priority Projects, as defined in this article. Accordingly, and notwithstanding any other provision of this article or the City Code to the contrary, the City may, in order to foster and encourage a Priority Project:

- A. Establish the Priority Project, or the MSGROD, as a Development District within the meaning of MGL c. 40Q and the regulations thereunder and establish and provide District Improvement Financing, so called for the Priority Project, or the MSGROD.
- B. Authorize tax increment financing (TIF) as allowed by MGL c. 40, §§ 59 through 60, and the regulations thereunder and authorize, to the extent allowable by law, a tax increment exemption from the portion of the real estate taxes.
- C. Invest all or a portion of the building permit and other fees in infrastructure improvements for the Priority Project or the MSGROD.
- D. Allow such other tax incentives as may be allowed by law or by Home Rule petitions allowed by the City Council and the General Court of the Commonwealth.

### **§ 255-153. Severability.**

If any provision of this article is found to be invalid by a court of competent jurisdiction, the remainder of Article XV shall remain in full force. The invalidity of any provision of this article shall not affect the validity of the remainder of the City's Zoning Ordinance.



Merrimack Street Gateway Renaissance Overlay District

October 5, 2012

EXHIBIT D

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DOCUMENT

CITY OF HAVERHILL

In Municipal Council

7.1.14

ORDERED:

Harbor Place TIF Agreement

6/11/14

<u>TIF</u>			<u>TIF</u>	
<u>Year</u>	<u>Fiscal Yr</u>		<u>Agreed</u>	
			<u>Tax</u>	<u>%</u>
			<u>Payment</u>	<u>Increase</u>
1	2014	\$	95,375	0
2	2015	\$	95,375	0
3	2016	\$	96,568	+1.25%
4	2017	\$	97,775	+1.25%
5	2018	\$	98,997	+1.25%
6	2019	\$	100,234	+1.25%
7	2020	\$	102,740	+2.50%
8	2021	\$	105,309	+2.50%
9	2022	\$	107,941	+2.50%
10	2023	\$	110,640	+2.50%
11	2024	\$	113,406	+2.50%
12	2025	\$	116,241	+2.50%
			<u>\$ 1,240,602</u>	



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

7.1.12

**That the Mayor is hereby authorized to execute two Parking License Agreements with Merrimack Street Ventures, LLC for 198 parking permits (First Agreement is for 100 new permits and the second agreement is for 98 existing permits.) to be utilized in the Herbert H. Goecke, Jr. Parking Deck, copies of which are attached and incorporated herein.**

**Also, that the Mayor is hereby authorized to execute a Memorandum of Agreement with Merrimack Street Ventures, LLC relative to the creation of nine (9) thirty (30) minute spaces on the lower level of the Herbert H. Goecke, Jr. Parking Deck on or about October, 2016, a copy of which is attached and incorporated herein.**

1

PARKING LICENSE AGREEMENT

This Parking License Agreement (this "License Agreement") is made as of July \_\_\_\_\_, 2014, by and between the City of Haverhill, Massachusetts, a municipal corporation located in the Commonwealth of Massachusetts having a mailing address of City Hall, 4 Summer Street, Haverhill, Massachusetts 01830 ("Licensor") and Merrimack Street Ventures, LLC, a Massachusetts limited liability corporation having a mailing address of 84 State Street, Suite 600, Boston, Massachusetts 02109 ("Licensee") (collectively referred to as the "Parties," and singularly as a "Party").

RECITALS

A. WHEREAS, Licensor is the owner of certain real property known as the Herbert H. Goecke, Jr. Parking Deck located on Merrimack Street, Haverhill, Massachusetts (the "Parking License Area").

B. WHEREAS, Licensee's Harbor Place development is in close proximity to the Herbert H. Goecke, Jr. Parking Deck.

C. WHEREAS, Licensor desires to convey to Licensee a revocable license for parking, on a non-exclusive basis, in one hundred (100) parking spaces within the Herbert H. Goecke, Jr. Parking Deck (the "Parking License Area"), all as further described below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Parking License.
  - a. Licensor hereby grants Licensee a nonexclusive license (the "Parking License") for vehicular parking, by Licensee's authorized commercial and residential owners, tenants, employees, faculty and staff at all times on one hundred (100) parking spaces within the "Parking License Area".
  - b. The License Agreement is effective for an "Initial Parking License Term" of fifteen years beginning on July 1, 2014 and ending on June 30, 2029. Upon completion of the Initial Parking License Term on June 30, 2029, the Parking License will expire without the necessity of any further documentation thereof, unless the Parking License is

extended as hereafter provided. Licensee shall have the right to extend the Initial Parking License Term for seven (7) consecutive extension periods of five (5) years each (each an "Extension Period" and collectively the "Extension Periods"). Licensee shall exercise each such Extension Period by delivering written notice to the Licensor no later than three (3) months prior to the expiration of the then current term, nor sooner than twelve (12) months prior to the expiration of the then current term. Should Licensee fail to deliver written notice within such time period, then Licensee shall be deemed to have waived its right to exercise the Extension Period, and this License Agreement shall expire and be of no further force or effect at the end of the then current term. Either party may revise and revoke their assent to this License Agreement at any time during the initial term or extended terms by providing 365 days notice of same during the initial term or 365 days notice prior to the beginning of any extended term.

c. Licensee shall pay a license fee during the first two years of the Initial Parking License Term equal to the annual parking permit fee charged by the City of Haverhill for a permit to park within the Herbert H. Goecke, Jr. Parking Deck, as defined by Haverhill municipal ordinances, times one hundred, less any prepayment discount available to the public, at the then rates charged at the time of execution of this agreement. Commencing in the third year of the Initial Parking License Term and during any extension periods thereafter, the Licensee shall pay a license fee equal to the annual parking permit fee charged by the City of Haverhill for a permit to park within the Herbert H. Goecke, Jr. Parking Deck, as defined by Haverhill municipal ordinances, times one hundred, less any prepayment discount available to the public, at the rates charged as of July 1<sup>st</sup> for each year. The license fees shall be payable in equal monthly installments commencing on the first day of the Initial Parking License Term and any Extension Periods and continuing on the same day of each consecutive month thereafter.

2. Parking Permit System. Licensor, at its sole cost and expense, shall institute a parking permit system for the Parking License Area (the "Permit System") so that the Licensor can accurately and readily identify the Parking License participants. As part of the Permit System, Licensee shall provide stickers, tags, or such other means of identification as determined by Licensor (the "Parking ID") to Licensee's authorized commercial and residential owners, tenants, employees, faculty and staff entitled to utilize the Parking License Area. The authorized users of the Parking License Area shall display such Parking IDs in or on their vehicles in accordance with standards determined by Licensor. Further, Licensee shall provide Licensor with the license plate numbers/letters for each vehicle belonging to its authorized commercial and residential owners, tenants, employees, faculty and staff entitled to utilize the Parking License Area. Licensor shall enforce the Permit System, by reference to such license plate numbers/letters, as more particularly provided in Section 3. All income and other fees derived from or generated by enforcement of the Parking System by the Licensor shall be kept exclusively by the Licensor.

3. Signs and Other Enforcement Obligations of Licensor. Licensor shall provide standard parking signs in the Parking License Area, in such quantity and in such places as Licensor shall determine in its good faith and reasonable discretion. Licensee shall have the option of installing, at its cost, any new or additional signage which would include the words "Harbor Place Parking", or words to that effect, but which also include the words "Public Parking". Any Licensee installed signage must be approved by the Licensor in writing. To insure ample availability of parking within the Parking License Area, Licensor will utilize ticketing, towing, booting, or other enforcement mechanisms as utilized by the City in its regular enforcement of parking violations as to any vehicles deemed by Licensor to be in violation of the Licensor's parking ordinances.

4. Maintenance. Licensor agrees to use good faith efforts to maintain the parking areas located in the Parking License Area in good repair and operable condition, consistent with Licensor's normal municipal obligations, including snow removal, striping, maintenance, repair and resurfacing. If the Parking License Area is ever damaged, destroyed or replaced, the Licensor shall use reasonable efforts to provide the Licensee with substitute parking spaces located in a reasonably comparable location to the spaces in the Parking License Area that are no longer available on substantially the same terms and conditions as set forth in the License Agreement.

5. Indemnification. Licensee shall indemnify, defend and hold Licensor harmless from and against any claims, expenses, liabilities, loss, damage and costs, including reasonable attorney's fees, in any actions or proceedings in connection therewith, incurred in connection with, related to, arising from, or due to or as a result of the death of any person or any accident, injury, loss or damage, however caused, to any person or property, or any other type of claim or loss, arising from Licensee's exercise of, or use of, the License set forth herein ("Losses") (except Losses resulting from Licensor's failure to comply with its obligations under this License Agreement and/or the negligence or willful misconduct of Licensor, or any of the agents, servants or employees of Licensor).

6. Remedies and Enforcement. In the event of a breach or threatened breach by a Party of the provisions hereof, the other party shall be entitled to full and adequate relief by injunction and other available legal and equitable remedies.

7. No Right to Charge the General Public; No assignment or Sub-Licensing. In no event shall Licensee charge the general public for parking in the Parking License Area; provided, however, the Licensee may pass along the license fee set forth in this License Agreement to any commercial and residential owners, tenants, employees, faculty and/or staff who are issued a Parking ID and/or granted the right by Licensee to park in the Parking License Area. Any income generated by the general public using the Parking License Area (pursuant to the public's non-exclusive rights to use such area) shall be kept exclusively by Licensor. Except for issuing parking permits to its commercial and residential owners, tenants, employees, faculty and staff, Licensee shall

have no right to assign or sub-license this License Agreement without the prior written consent of Licensor, which consent may be granted or withheld in the Licensor's sole discretion.

8. Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No third party shall be entitled to enforce any term, covenant or condition of this License Agreement, or have any rights hereunder.

9. Amendment. This License Agreement may only be amended by a document executed by the Parties to this License Agreement or their successors or permitted assigns.

10. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this License Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

11. Severability. If any term or provisions of this License Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this License Agreement shall not be affected thereby, and each such remaining term and provision shall be valid and enforced to the extent permitted by law.

12. Applicable Law. The License Agreement shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

13. No Partnership or Joint Venture. Nothing in this License Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the others.

14. Section Headings. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

15. Entire Agreement. This License Agreement sets forth the entire agreement between the Parties regarding the subject matter hereof. There are no statements, promises, representations or understandings, oral or written, not herein expressed.

16. Notice. Any notice to be given hereunder shall be directed as follows:

If to Licensor:      City of Haverhill  
                                 City Hall  
                                 4 Summer Street,

Haverhill, Massachusetts 01830  
Attn: Mayor's Office  
With a copy to: City Solicitor

If to Licensee: Merrimack Street Ventures, LLC  
84 State Street, Suite 600  
Boston, Massachusetts 02109  
Attn: President  
With a copy to: General Counsel

17. No Recordation. This License Agreement shall not be recorded by either Party.

18. Counterparts/Facsimile. To facilitate execution, this License Agreement may be executed by facsimile or electronic mail in .pdf format and in as many counterparts as may be deemed appropriate by the parties, all of which when taken together shall be deemed an original and shall comprise one (1) agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

LICENSOR:  
City of Haverhill

By: \_\_\_\_\_  
James J. Fiorentini  
Mayor

\_\_\_\_\_  
Witness

Approved as to form and correctness:

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

LICENSEE:  
Merrimack Street Ventures, LLC

By: \_\_\_\_\_  
Ronald Trombley  
Managing Director

\_\_\_\_\_  
Witness

2

## PARKING LICENSE AGREEMENT

This Parking License Agreement (this "License Agreement") is made as of July \_\_\_\_, 2014, by and between the City of Haverhill, Massachusetts, a municipal corporation located in the Commonwealth of Massachusetts having a mailing address of City Hall, 4 Summer Street, Haverhill, Massachusetts 01830 ("Licensor") and Merrimack Street Ventures, LLC, a Massachusetts limited liability corporation having a mailing address of 84 State Street, Suite 600, Boston, Massachusetts 02109 ("Licensee") (collectively referred to as the "Parties," and singularly as a "Party").

### RECITALS

A. WHEREAS, Licensor is the owner of certain real property known as the Herbert H. Goecke, Jr. Parking Deck located on Merrimack Street, Haverhill Massachusetts (the "Parking License Area").

B. WHEREAS, Licensee has a tenant currently in close proximity to the Herbert H. Goecke, Jr. Parking Deck, and, who currently obtains ninety-eight (98) City parking permits on an annual basis.

C. WHEREAS, Licensor desires to convey to Licensee an revocable license for parking, on a non-exclusive basis, in eighty-two (82) parking spaces within the Herbert H. Goecke, Jr. Parking Deck (the "Parking License Area"), all as further described below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Parking License.

a. Licensor hereby grants Licensee a nonexclusive license (the "Parking License") for vehicular parking, by Licensee's authorized employees, staff and tenants, at all times on ninety-eight (98) parking spaces within the "Parking License Area". Licensee may reduce the number of parking permits to be subject to this agreement to eighty-two (82) spaces prior to July 1, 2017.

b. The License Agreement is effective for an "Initial Parking License Term" of fifteen years beginning on July 1, 2014 and ending on June 30, 2029. Upon completion of

the Initial Parking License Term on June 30, 2029, the Parking License will expire without the necessity of any further documentation thereof, unless the Parking License is extended as hereafter provided. Licensee shall have the right to extend the Initial Parking License Term for seven (7) consecutive extension periods of five (5) years each (each an "Extension Period" and collectively the "Extension Periods"). Licensee shall exercise each such Extension Period by delivering written notice to the Licensor no later than three (3) months prior to the expiration of the then current term, nor sooner than twelve (12) months prior to the expiration of the then current term. Should Licensee fail to deliver written notice within such time period, then Licensee shall be deemed to have waived its right to exercise the Extension Period, and this License Agreement shall expire and be of no further force or effect at the end of the then current term. Either party may revise and revoke their assent to this License Agreement at any time following the first ten years of the initial term or extended terms by providing 365 days notice of same after the first ten years of the initial term or 365 days notice prior to the beginning of any extended term.

c. Licensee shall pay a license fee equal to the annual parking permit fee charged by the City of Haverhill for a permit to park within the Herbert H. Goecke, Jr. Parking Deck, as defined by Haverhill municipal ordinances, times ninety-eight or the then number of permits issued, less any prepayment discount available to the public, at the rates charged as of July 1<sup>st</sup> for each year. The license fees shall be payable in equal monthly installments commencing on the first day of the Initial Parking License Term and any Extension Periods and continuing on the same day of each consecutive month thereafter.

2. Parking Permit System. Licensor, at its sole cost and expense, shall institute a parking permit system for the Parking License Area (the "Permit System") so that the Licensor can accurately and readily identify the Parking License participants. As part of the Permit System, Licensee shall provide stickers, tags, or such other means of identification as determined by Licensor (the "Parking ID") to Licensee's authorized employees, staff and tenants entitled to utilize the Parking License Area. The authorized users of the Parking License Area shall display such Parking IDs in or on their vehicles in accordance with standards determined by Licensor. Further, Licensee shall provide Licensor with the license plate numbers/letters for each vehicle belonging to its authorized employees, staff and tenants entitled to utilize the Parking License Area. Licensor shall enforce the Permit System, by reference to such license plate numbers/letters, as more particularly provided in Section 3. All income and other fees derived from or generated by enforcement of the Parking System by the Licensor shall be kept exclusively by the Licensor.

3. Signs and Other Enforcement Obligations of Licensor. Licensor shall provide standard parking signs in the Parking License Area, in such quantity and in such places as Licensor shall determine in its good faith and reasonable discretion. To insure ample

availability of parking within the Parking License Area, Licensor will utilize ticketing, towing, booting, or other enforcement mechanisms as utilized by the City in its regular enforcement of parking violations as to any vehicles deemed by Licensor to be in violation of the Licensor's parking ordinances.

4. Maintenance. Licensor agrees to use good faith efforts to maintain the parking areas located in the Parking License Area in good repair and operable condition, consistent with Licensor's normal municipal obligations, including snow removal, striping, maintenance, repair and resurfacing. If the Parking License Area is ever damaged, destroyed or replaced, the Licensor shall use reasonable efforts to provide the Licensee with substitute parking spaces located in a reasonably comparable location to the spaces in the Parking License Area that are no longer available on substantially the same terms and conditions as set forth in the License Agreement. If the Parking License Area is ever damaged, destroyed or replaced, and the Licensee has paid a license fee in advance for any monthly period not yet utilized, then the Licensor shall refund a pro-rated portion of the prepaid fee to the Licensee.

5. Indemnification. Licensee shall indemnify, defend and hold Licensor harmless from and against any claims, expenses, liabilities, loss, damage and costs, including reasonable attorney's fees, in any actions or proceedings in connection therewith, incurred in connection with, related to, arising from, or due to or as a result of the death of any person or any accident, injury, loss or damage, however caused, to any person or property, or any other type of claim or loss, arising from Licensee's exercise of, or use of, the License set forth herein ("Losses") (except Losses resulting from Licensor's failure to comply with its obligations under this License Agreement and/or the negligence or willful misconduct of Licensor, or any of the agents, servants or employees of Licensor).

6. Remedies and Enforcement. In the event of a breach or threatened breach by a Party of the provisions hereof, the other party shall be entitled to full and adequate relief by injunction and other available legal and equitable remedies.

7. No Right to Charge the General Public; No assignment or Sub-Licensing. In no event shall Licensee charge the general public for parking in the Parking License Area; provided, however, the Licensee may pass along the license fee set forth in this License Agreement to any commercial and residential owners, tenants, employees, and/or staff who are issued a Parking ID and/or granted the right by Licensee to park in the Parking License Area. Any income generated by the general public using the Parking License Area (pursuant to the public's non-exclusive rights to use such area) shall be kept exclusively by Licensor. Except for assigning this License Agreement to any commercial tenant or owner in Harbor Place, which tenant or owner may issue parking permits to its employees, staff and tenants, Licensee shall have no right to assign or sub-license this License Agreement without the prior written consent of Licensor, which consent may be granted or withheld in the Licensor's sole discretion. Should the Licensee default on its

obligations hereunder, any commercial and residential owners or tenants, who have been provided a Parking ID and/or granted the right by Licensee to park in the Parking License Area, shall be given notice of the default and may, within thirty (30) days of said notice, elect to cure any default by paying any outstanding licensing fees for any permits issued to the owner or tenant and executing a written agreement with the Licensor providing the same provisions above for the balance of any term (including options to extend) remaining on this agreement. (For example: If the License Agreement provides for 100 permits to be issued and a commercial tenant has been granted 90 permits by the Licensee, the commercial tenant shall have the right to cure for 90 permits.)

8. Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No third party shall be entitled to enforce any term, covenant or condition of this License Agreement, or have any rights hereunder.

9. Amendment. This License Agreement may only be amended by a document executed by the Parties to this License Agreement or their successors or permitted assigns.

10. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this License Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

11. Severability. If any term or provisions of this License Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this License Agreement shall not be affected thereby, and each such remaining term and provision shall be valid and enforced to the extent permitted by law.

12. Applicable Law. The License Agreement shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

13. No Partnership or Joint Venture. Nothing in this License Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the others.

14. Section Headings. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

15. Entire Agreement. This License Agreement sets forth the entire agreement between the Parties regarding the subject matter hereof. There are no statements, promises, representations or understandings, oral or written, not herein expressed.

16. Notice. Any notice to be given hereunder shall be directed as follows:

If to Licensor: City of Haverhill  
City Hall  
4 Summer Street,  
Haverhill, Massachusetts 01830  
Attn: Mayor's Office  
With a copy to: City Solicitor

If to Licensee:  
Merrimack Street Ventures, LLC  
84 State Street, Suite 600  
Boston, Massachusetts 02109  
Attn: President  
With a copy to: General Counsel

17. No Recordation. This License Agreement shall not be recorded by either Party.

18. Counterparts/Facsimile. To facilitate execution, this License Agreement may be executed by facsimile or electronic mail in .pdf format and in as many counterparts as may be deemed appropriate by the parties, all of which when taken together shall be deemed an original and shall comprise one (1) agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

LICENSOR:  
City of Haverhill

By: \_\_\_\_\_  
James J. Fiorentini  
Mayor

\_\_\_\_\_  
Witness

Approved as to form and correctness:

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

LICENSEE:  
Merrimack Street Ventures, LLC

By: \_\_\_\_\_  
Ronald Trombley  
Managing Director

\_\_\_\_\_  
Witness

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Agreement") is made as of July \_\_\_\_\_, 2014, by and between the City of Haverhill, Massachusetts, a municipal corporation located in the Commonwealth of Massachusetts having a mailing address of City Hall, 4 Summer Street, Haverhill, Massachusetts 01830 ("City") and Merrimack Street Ventures, LLC, a Massachusetts limited liability corporation having a mailing address of 84 State Street, Suite 600, Boston, Massachusetts 02109 ("Harbor Place") (collectively referred to as the "Parties," and singularly as a "Party").

### RECITALS

A. WHEREAS, the City is the owner of certain real property known as the Herbert H. Goecke, Jr. Parking Deck located on Merrimack Street, Haverhill Massachusetts, as well as additional street parking spaces.

B. WHEREAS, Harbor Place's development is in close proximity to the Herbert H. Goecke, Jr. Parking Deck and certain adjacent street parking spaces.

C. WHEREAS, the City desires to make certain changes to its Central Business District Parking Plan, as defined by Haverhill municipal ordinances, all as further described below, to better accommodate and improve parking within the Herbert H. Goecke, Jr. Parking Deck.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Changes to Central Business District Parking Plan.

On or about October 30, 2016, the City will initiate and approve changes in its Central Business District Parking Plan, as defined by Haverhill municipal ordinances, which will provide for the following:

- a. Add at least nine 30 minute free spaces on the lower level of the Herbert H. Goecke, Jr. Parking Deck, as near as possible to existing 30 minute free spaces.

The Mayor will submit to the City Council an ordinance in proper form which enacts the above parking changes upon passage by the City Council.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement the day and year first written above.

City of Haverhill

By: \_\_\_\_\_  
James J. Fiorentini  
Mayor

\_\_\_\_\_  
Witness

Approved as to form and correctness:

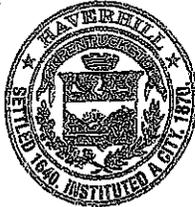
\_\_\_\_\_  
William D. Cox, Jr., City Solicitor

Merrimack Street Ventures, LLC

By: \_\_\_\_\_  
Ronald Trombley  
Managing Director

\_\_\_\_\_  
Witness

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

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

July 3, 2014

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

SUBJECT: UHC-TIF Zone Plan and Agreement; Parking Agreement; Easement Agreement

As I stated in my previous communication to the City Council, at this time I am pleased to ask for your approval for several key documents related to the Harbor Place Project.

I am asking the City Council to approve a resolution involving the UHC TIF Zone Plan and Agreement; a confirmatory order/ agreement relative to parking permits; and an order regarding the acceptance of several easements required for this project to become a reality.

I request that you would join with me in approving these items tonight so that we can move forward with the continued renaissance and transformation of our Merrimack Street Riverfront area.

Thank you for your attention to this matter.

Very truly yours,

  
James J. Fiorentini, Mayor

JJF/ah

Encl.



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

7.1.13

That the Mayor being and is hereby authorized on behalf of the City of Haverhill to accept an easement from D.R. Locke, LLC relative to an access, utility, support/piling system, and temporary construction easements at the rear of the premises at 56-66 Merrimack Street and adjacent to Wall Street, as more particularly shown on an easement plan attached to said Agreement, a copy of which is attached hereto and incorporated herein.

Also, that the Mayor being and is hereby authorized on behalf of the City of Haverhill to accept an easement from Kimberly Cook, Trustee of Vintage Treasure Realty Trust, relative to an access, utility, support/piling system, and temporary construction easements at the rear of the premises at 68-70 Merrimack Street and adjacent to Wall Street, as more particularly shown on an easement plan attached to said Agreement, a copy of which is attached hereto and incorporated herein.

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between D.R. Locke, LLC, having its principal place of business at 5 Middleton Road, Boxford, Massachusetts 01921 ("Grantor") and City of Haverhill, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of a certain parcel of land located at 56-66 Merrimack Street, Haverhill, Massachusetts, and more particularly described in a deed dated May \_\_\_\_, 2007 and recorded in the Southern Essex District Registry of Land Court as Document No. 479416 ("Grantor Property"); and

WHEREAS, Grantee is the holder of certain easement and license rights in a certain public way located adjacent to Grantor Property known as "Wall Street" and is the owner of a certain public alleyway known as "City Landing No. 12", as shown on a plan entitled "Proposed Highway Adjacent to Flood Protection Wall, Lower County Bridge Westerly, Haverhill, Mass., Harry W. Bailey, City Engineer," dated May 1940 and recorded in the South Essex Registry of Deeds at Plan Book 73, Page 32 (collectively, the "Grantee Property");

WHEREAS, Grantee requires certain ingress to and egress from the boardwalk area to be developed along Wall Street (the "Project") and for the benefit of other economic development projects abutting the Grantor Property or the Grantee Property (each, a "Redevelopment Project");

WHEREAS, Grantee requires an easement for the construction and maintenance of a support/piling system for the elevated boardwalk (the "Boardwalk") to be constructed on and between the support/piling system and the flood protection wall located adjacent to Wall Street and shown on the plan entitled "Proposed Highway Adjacent to Flood Protection Wall Lower County Bridge Westerly, Haverhill, Mass. Prepared by Harry W. Bailey, City Engineer dated May 1940 and recorded at Essex South Registry of Deeds in Plan Book 73, Page 32;

WHEREAS, Grantee requires an easement for the installation of underground utilities required for the development of the Redevelopment Projects; and

WHEREAS, Grantor has agreed to grant to Grantee certain vehicular and pedestrian access rights over the Grantor Property for the development and use of the Project and any Redevelopment Project upon the terms and conditions set forth herein

## AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Project Easements

1.1 Access Easement. Grantor hereby grants to Grantee and all persons claiming by, through or under Grantee, for the appurtenant benefit of the Grantee Property and Redevelopment Project parcels abutting either the Grantor Property or the Grantee Property, a perpetual and exclusive right and easement in, through, over and across the area on the Grantor Property shown as "Access/Utility Easement" on the plan entitled "Easement Plan located in Haverhill, Mass.", dated November 14, 2013, revised May 12, 2014 and prepared by Christiansen & Sergi, Inc. and attached hereto as Exhibit A (the "Easement Plan") for the purpose of vehicular and pedestrian ingress to and egress from the Grantee Property and any Redevelopment Project parcel (the "Access Easement"). The Access Easement burdens Grantor Property situated landward of the "Low Water Line 1883" and the "Low Water Line 1906" (collectively, the "Low Water Lines"), as shown on Easement Plan, and to the extent of Grantor's interest in any portion of the property situated seaward of the Low Water Lines. Grantee and all persons claiming by, through or under Grantee shall have the right to use the Access Easement for all purposes for which private ways are commonly used including, without limitation, for purposes of pedestrian and vehicular ingress to and egress from the Grantee Property or any Redevelopment Project parcel. Grantor and Grantee agree that the rights contained herein are designed to afford continuous and unobstructed use of the Access Easement. Grantor shall not change the layout or configuration of or otherwise relocate the Access Easement without the prior written consent of Grantee which consent may be withheld in the Grantee's sole discretion. Grantee shall be responsible for the maintenance and upkeep of the Access/Utility Easement area, including, but not limited to, snow plowing, and shall pay all of the costs and expenses related thereto.

1.2 Utility Easement. Grantor hereby grants to Grantee and all persons claiming by, through or under Grantee, for the appurtenant benefit of the Grantee Property and Redevelopment Project parcels abutting either the Grantor Property or the Grantee Property, a perpetual and exclusive right and easement in, through, under, over and across the area on the Grantor Property located landward of the Low Water Lines and shown as "Access/Utility Easement" on the Easement Plan for the installation, maintenance, repair and replacement of utilities, including but not limited to underground sewer lines, underground drain lines and catch basins (the "Utility Easement"). Such easement includes the right to enter onto the Access/Utility Easement area with any and all materials and equipment necessary to install the required utilities and to maintain, replace or repair such utilities. Upon completion of the installation of the utilities or the completion of any maintenance activity, Grantee shall remove all vehicles, materials and equipment from Access/Utility Easement area and shall restore any area disturbed by

such work to the substantially same condition that existed immediately prior to such work, except for any improvements made thereto pursuant to this Agreement.

1.3 Support/Piling System Easement. Grantor hereby grants to Grantee and all persons claiming by, through or under Grantee, for the appurtenant benefit of the Grantee Property and Redevelopment Project parcels abutting either the Grantor Property or the Grantee Property, a perpetual and exclusive right and easement in, through, under, over and across the area on the Grantor Property to the extent located landward of the Low Water Lines and shown as "Pile Cap Easement" on the Easement Plan for the installation, maintenance, repair and replacement of a support/piling system for the Boardwalk to be constructed upon and between the support/piling system and the flood protection wall (the "Pile Cap Easement"). The Pile Cap Easement includes the right to enter onto the Access/Utility Easement area with any and all materials and equipment necessary to install and construct the support/piling system and to maintain, replace or repair such support/piling system. Upon completion of such work, Grantee shall remove all vehicles, materials and equipment from Access/Utility Easement area and shall restore any area disturbed by such work to the substantially same condition that existed immediately prior to such work, except for any improvements made thereto pursuant to this Agreement.

1.4 Breadth of Easement. Grantor hereby intends that the all of the easement rights granted hereunder shall burden and encompass that portion of the land situated seaward of the Low Water Lines and landward of Wall Street to the extent of Grantor's interest in any portion of the land situated seaward of the Low Water Lines.

1.5 No Structures. Grantor agrees that no improvements, structure or trees shall be erected or planted on the Access/Utility Easement area, unless the parties mutually agree otherwise.

1.6 Obligations of Grantee. At its sole cost and expense, Grantee shall design, permit, and construct (i) the driveway and parking areas to be located within the Access/Utility Easement area as shown on the plan attached hereto as Exhibit B ("Access/Parking Plan"), (ii) the utilities to be located within the Access/Utility Easement area as shown on the Easement Plan, and (iii) the support/piling system for the Boardwalk to be located within the Pile Cap Easement area as shown on the Easement Plan (collectively, referred to herein as the "Work"), in accordance with all permits required for such Work and all applicable federal, state, and local laws, rules, codes or regulations. Grantee shall perform (or cause to be performed) the Work or any portion of the Work in a good and workmanlike manner and at its sole cost and expense, shall pay when due all bills for labor and materials pertaining to any work authorized by this Easement Agreement, and shall prevent any lien based on any of the foregoing from being recorded or perfected or otherwise attaching to Grantor Property, and without limitation, upon any such recording, perfecting or attachment, will cause the same to be discharged and released of record within thirty (30) days thereafter.

1.7 Temporary Construction Easement. Grantor hereby grants to Grantee and all persons claiming by, through or under Grantee, for the appurtenant benefit of the Grantee Property and Redevelopment Project parcels abutting either the Grantor Property or the Grantee Property, a temporary construction easement over the Access/Utility Easement area, such easement rights to include the right to enter onto Grantor Property with any and all material and equipment necessary to perform the work contemplated by this Easement Agreement and to maintain such parking and driveway areas, utilities, the Boardwalk and the support/piling system. Upon completion of such work, Grantee shall remove all vehicles, materials and equipment from Grantor Property and shall restore any area disturbed by such work to the substantially same condition that existed immediately prior to such work, except for any improvements made thereto pursuant to this Agreement.

## 2. Insurance Requirement

2.1 During the exercise of any construction or maintenance rights granted hereunder to Grantee, Grantee shall, at its sole cost and expense, maintain the following insurance:

- (a) Commercial general liability, including personal injury and, if applicable, product liability/completed operations coverage in the minimum amount of One Million Dollars (\$1,000,000.00) personal injury, One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general/product/completed operations aggregate;
- (b) Automobile liability coverage for owned, hired and non-owned vehicles in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit; and
- (c) Workers' compensation for all its employees, with employers' liability of Five Hundred Thousand Dollars (\$500,000.00) or more, but only to the extent that such insurance is not available to Grantee through a workers' compensation self-insurance group pursuant to Mass. Gen. Laws Chapter 152, §25E to 25U, inclusive.

All policies of insurance shall be issued by companies licensed or approved by the Commonwealth's Insurance Commissioner and rated A-VII or better in the most recent edition of Best's Insurance Guide with respect to primary levels of coverage and shall be issued and delivered in accordance with Commonwealth law and regulations. Grantor shall be listed as an additional insured on the commercial general liability insurance required by Section 2.1(a). Prior to exercising such construction or maintenance rights, Grantee shall deliver to Grantor a certificate evidencing all required policies and endorsements. All insurance policies shall contain an endorsement providing that written notice shall be given to Grantor at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

### 3. General Provisions

3.1 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and for the breach of which any party shall have all legal remedies allowed or provided under such laws. Any determination of invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

3.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may not be changed or modified except as agreed in a writing signed by each of the parties.

3.3 The covenants and agreements created hereby are intended to be, and shall be deemed to be, covenants running with the land and are not personal to any individual party and shall be deemed to both benefit and burden the Grantor Property in the manner provided herein. This Agreement and the rights contained herein, including any and all changes or modifications that may be made, shall be binding upon and inure to the benefit of, the parties and their respective heirs, successors and assigns. The Grantee may assign the rights and obligations hereunder to any Redevelopment Project parcel owner.

3.4 Each party hereby agrees that it will execute and deliver any and all assurances of law and other instruments, and take any and all action, which any other party hereto deems necessary or desirable to carry out any term or provision of this Agreement or to continue this Agreement in full force and effect for the term hereof.

3.5 Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers, or to render any party hereto liable for the debts or obligations of any other party hereto.

3.6 All notices and other communications to be given in connection with this Agreement shall be in writing and shall be sent by (a) United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, (b) nationally recognized overnight courier service guaranteeing overnight delivery; or (c) electronic or facsimile transmission (if confirmed orally or in writing by mail or overnight courier service as aforesaid within 24 hours of such transmission) addressed to such party at the respective addresses set forth below beside such party's name:

(a) To Grantor :

With a copy to:

(b) To Grantee:

With a copy to:

Except that any party may by written notice to other parties designate another address that shall thereupon become the effective address of such party for the purposes of this paragraph. Notice shall be deemed given: (a) three (3) business days after mailed by United States Postal Service; (b) on the next business day if sent by nationally recognized overnight courier; and (c) on receipt if sent by electronic or facsimile (and confirmed orally or by mail or overnight courier service as before said).

Executed under seal as of the date first set forth above.

**D.R. LOCKE, LLC, a Massachusetts limited liability company**

**By: KANTER REALTY LLC, a Massachusetts limited liability company, its Manager**

By: \_\_\_\_\_  
Douglas R. Locke, Manager

**CITY OF HAVERHILL, a Massachusetts municipal corporation**

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

Approved as to legal form and sufficiency:

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

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared DOUGLAS R. LOCKE, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as manager of Kanter Realty LLC, a Massachusetts limited liability company, acting in its capacity as the manager of D.R. Locke, LLC. .

\_\_\_\_\_  
(official signature and seal of notary)

My commission expires \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Haverhill, Massachusetts, a Massachusetts municipal corporation.

\_\_\_\_\_  
(official signature and seal of notary)

My commission expires \_\_\_\_\_

**EXHIBIT A**

**Easement Plan**

**EXHIBIT B**  
**Access/Parking Plan**

FOR REGISTRY USE ONLY

**LEGEND**

#66 - #56  
STREET ADDRESS  
MAP BLOCK LOT  
CITY OF HAVERHILL ASSESSOR



**RECORD OWNERS**



FREDERIC ROSE REVOCABLE TRUST &  
BARBARA ROSE REVOCABLE TRUST  
FREDERIC & BARBARA ROSE TRUSTEES  
BOOK 24847 PAGE 7



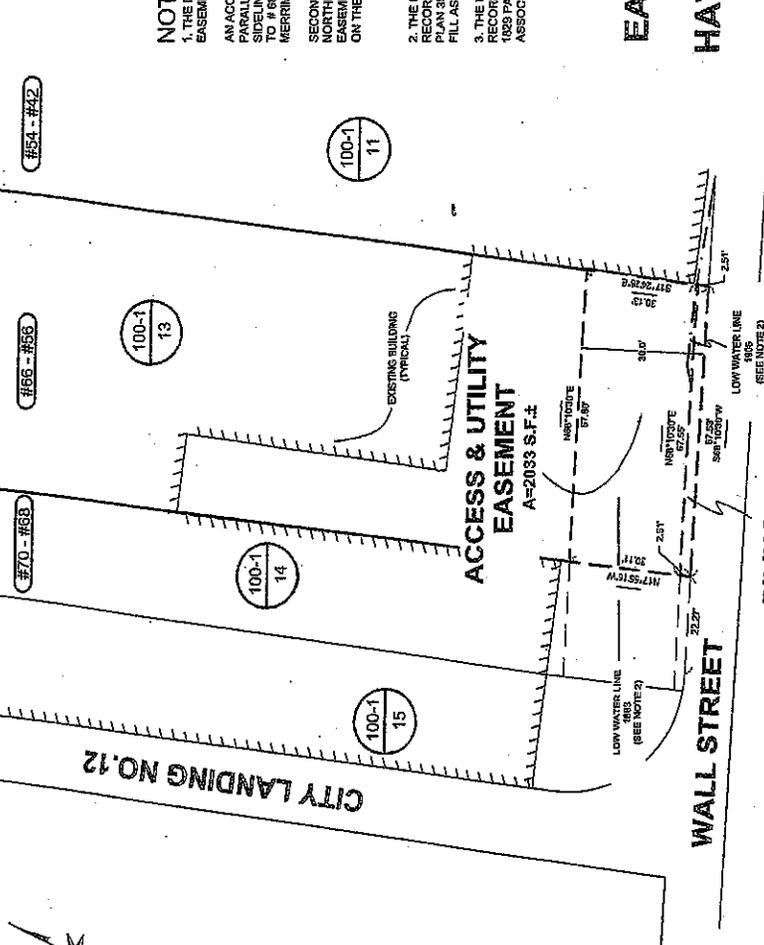
VANTAGE TREASURES REALTY TRUST  
KIMBERLEY COOK TRUSTEE



DARLOCKE LLC  
CERTIFICATE 00584  
ACCESS EASEMENT AREA=1699 S.F.±



MERRIMACK STREET OWNER LLC  
BOOK 2727 PAGE 469



**NOTES**

1. THE INTENT OF THIS PLAN IS TO DESCRIBE TWO EASEMENTS.  
DATE \_\_\_\_\_

AN ACCESS EASEMENT ACROSS #56-68 MERRIMACK STREET, PARALLEL WITH AND 30.0' NORTHERLY OF THE NORTH SIDE LINE OF WALL STREET. THE EASEMENT IS CONTIGUOUS TO #69-70 MERRIMACK STREET ON THE WEST AND #42-54 MERRIMACK STREET ON THE EAST.

SECOND A PILING EASEMENT PARALLEL WITH AND 2.5' NORTHERLY OF THE NORTH SIDE LINE OF WALL STREET. THE EASEMENT IS CONTIGUOUS TO #69-70 MERRIMACK STREET ON THE WEST AND #42-54 MERRIMACK STREET ON THE EAST.

2. THE LOW WATER LINE WAS TAKEN FROM A PLAN RECORDED AT THE SOUTH ESSEX REGISTRY OF DEEDS AS PLAN #567. SAID PLAN ACCOMPANIED A PETITION TO FILL ASSOCIATED WITH LICENSE 29494A.

3. THE LOW WATER LINE WAS TAKEN FROM A PLAN RECORDED AT THE SOUTH ESSEX REGISTRY OF DEEDS BOOK 1689 PAGE 273. SAID PLAN ACCOMPANIED A PETITION TO FILL ASSOCIATED WITH LICENSE 3084.

**EASEMENT PLAN**  
LOCATED IN  
**HAVERHILL, MASS.**

PREPARED FOR  
**THE CITY OF**  
**HAVERHILL**



DATE: JUNE 10, 2014 SCALE: 1"=20'



PROFESSIONAL ENGINEERS & LAND SURVEYORS  
**CHRISTIANSEN & SERGI, INC.**  
189 SUMNER STREET, HAVERHILL, MASSACHUSETTS 01830  
WWW.CSI-ENGR.COM TEL. 978-373-0310 FAX. 978-372-3890

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.

CHAPTER 41 SECTION 81X

MICHAEL J. SERGI P.L.S.  
DATE \_\_\_\_\_

THE CERTIFICATION SHOWN ABOVE IS INTENDED TO MEET THE REQUIREMENTS AND IS NOT A CERTIFICATION OF ADJOINING PROPERTIES ARE ACCORDING TO ASSESSORS RECORDS.

2

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Kimberley Cook, Trustee of Vintage Treasure Realty Trust, a Massachusetts trust, under declaration of trust dated July 23, 2010, recorded in the Essex South Registry of Deeds at Book 29644, Page 153, having its principal place of business at 68-70 Merrimack Street, Haverhill, Massachusetts 01830 ("Grantor") and City of Haverhill, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of a certain parcel of land located at 68-70 Merrimack Street, Haverhill, Massachusetts, and more particularly described in a deed dated July 30, 2010 and recorded in the Essex South Registry of Deeds at Book 29644, Page 161 ("Grantor Property"); and

WHEREAS, Grantee is the holder of certain easement and license rights in a certain public way located adjacent to Grantor Property known as "Wall Street" and is the owner of a certain public alleyway known as "City Landing No. 12", as shown on a plan entitled "Proposed Highway Adjacent to Flood Protection Wall, Lower County Bridge Westerly, Haverhill, Mass., Harry W. Bailey, City Engineer," dated May 1940 and recorded in the South Essex Registry of Deeds at Plan Book 73, Page 32 (collectively, the "Grantee Property");

WHEREAS, Grantee requires certain ingress to and egress from the boardwalk area to be developed along Wall Street (the "Project") and for the benefit of other economic development projects abutting the Grantor Property or the Grantee Property (each, a "Redevelopment Project");

WHEREAS, Grantee requires an easement for the construction and maintenance of a support/piling system for the elevated boardwalk (the "Boardwalk") to be constructed on and between the support/piling system and the flood protection wall located adjacent to Wall Street and shown on the plan entitled "Proposed Highway Adjacent to Flood Protection Wall Lower County Bridge Westerly, Haverhill, Mass. Prepared by Harry W. Bailey, City Engineer dated May 1940 and recorded at Essex South Registry of Deeds in Plan Book 73, Page 32;

WHEREAS, Grantee requires an easement for the installation of underground utilities required for the development of the Redevelopment Projects; and

WHEREAS, Grantor has agreed to grant to Grantee certain vehicular and pedestrian access rights over the Grantor Property for the development and use of the Project and any Redevelopment Project upon the terms and conditions set forth herein

## AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Project Easements

1.1 Access Easement. Grantor hereby grants to Grantee and all persons claiming by, through or under Grantee, for the appurtenant benefit of the Grantee Property and Redevelopment Project parcels abutting either the Grantor Property or the Grantee Property, a perpetual and exclusive right and easement in, through, over and across the area on the Grantor Property located landward of the "Low Water Line 1883" and shown as "Access/Utility Easement" on the plan entitled "Easement Plan located in Haverhill, Mass.", dated November 14, 2013, revised May 12, 2014 and prepared by Christiansen & Sergi, Inc. and attached hereto as Exhibit A (the "Easement Plan") for the purpose of vehicular and pedestrian ingress to and egress from the Grantee Property and any Redevelopment Project parcel (the "Access Easement"). Grantee and all persons claiming by, through or under Grantee shall have the right to use the Access Easement for all purposes for which private ways are commonly used including, without limitation, for purposes of pedestrian and vehicular ingress to and egress from the Grantee Property or any Redevelopment Project parcel. Grantor and Grantee agree that the rights contained herein are designed to afford continuous and unobstructed use of the Access Easement. Grantor shall not change the layout or configuration of or otherwise relocate the Access Easement without the prior written consent of Grantee which consent may be withheld in the Grantee's sole discretion. Grantee shall be responsible for the maintenance and upkeep of the Access/Utility Easement area, including, but not limited to, snow plowing, and shall pay all of the costs and expenses related thereto. Grantor hereby intends that the Access Easement rights granted hereunder shall burden and encompass that portion of the land situated seaward of the "Low Water Line 1883" and landward of Wall Street to the extent of Grantor's interest in any portion of the land situated seaward of the "Low Water Line 1883".

1.2 Utility Easement. Grantor hereby grants to Grantee and all persons claiming by, through or under Grantee, for the appurtenant benefit of the Grantee Property and Redevelopment Project parcels abutting either the Grantor Property or the Grantee Property, a perpetual and exclusive right and easement in, through, under, over and across the area on the Grantor Property located landward of the "Low Water Line 1883" and shown as "Access/Utility Easement" on the Easement Plan for the installation, maintenance, repair and replacement of utilities, including but not limited to underground sewer lines, underground drain lines and catch basins (the "Utility Easement"). Such easement includes the right to enter onto the Access/Utility Easement area with any and all materials and equipment necessary to install the required utilities and to maintain, replace or repair such utilities. Upon completion of the installation of the utilities or the

completion of any maintenance activity, Grantee shall remove all vehicles, materials and equipment from Access/Utility Easement area and shall restore any area disturbed by such work to the substantially same condition that existed immediately prior to such work, except for any improvements made thereto pursuant to this Agreement.

1.3 Support/Piling System Easement. Grantor hereby grants to Grantee and all persons claiming by, through or under Grantee, for the appurtenant benefit of the Grantee Property and Redevelopment Project parcels abutting either the Grantor Property or the Grantee Property, a perpetual and exclusive right and easement in, through, under, over and across the area on the Grantor Property to the extent located landward of the "Low Water Line 1883" and shown as "Pile Cap Easement" on the Easement Plan for the installation, maintenance, repair and replacement of a support/piling system for the Boardwalk to be constructed upon and between the support/piling system and the flood protection wall (the "Pile Cap Easement"). The Pile Cap Easement includes the right to enter onto the Access/Utility Easement area with any and all materials and equipment necessary to install and construct the support/piling system and to maintain, replace or repair such support/piling system. Upon completion of such work, Grantee shall remove all vehicles, materials and equipment from Access/Utility Easement area and shall restore any area disturbed by such work to the substantially same condition that existed immediately prior to such work, except for any improvements made thereto pursuant to this Agreement.

1.4 Breadth of Easement. Grantor hereby intends that the all of the easement rights granted hereunder shall burden and encompass that portion of the land situated seaward of the "Low Water Line 1883" and landward of Wall Street to the extent of Grantor's interest in any portion of the land situated seaward of the "Low Water Line 1883".

1.5 No Structures. Grantor agrees that no improvements, structure or trees shall be erected or planted on the Access/Utility Easement area, unless the parties mutually agree otherwise.

1.6 Obligations of Grantee. At its sole cost and expense, Grantee shall design, permit, and construct (i) the driveway and parking areas to be located within the Access/Utility Easement area as shown on the plan attached hereto as Exhibit B ("Access/Parking Plan"), (ii) the utilities to be located within the Access/Utility Easement area as shown on the Easement Plan, and (iii) the support/piling system for the Boardwalk to be located within the Pile Cap Easement area as shown on the Easement Plan (collectively, referred to herein as the "Work"), in accordance with all permits required for such Work and all applicable federal, state, and local laws, rules, codes or regulations. Grantee shall perform (or cause to be performed) the Work or any portion of the Work in a good and workmanlike manner and at its sole cost and expense, shall pay when due all bills for labor and materials pertaining to any work authorized by this Easement Agreement, and shall prevent any lien based on any of the foregoing from being recorded or perfected or otherwise attaching to Grantor Property, and without

limitation, upon any such recording, perfecting or attachment, will cause the same to be discharged and released of record within thirty (30) days thereafter.

1.7 Temporary Construction Easement. Grantor hereby grants to Grantee and all persons claiming by, through or under Grantee, for the appurtenant benefit of the Grantee Property and Redevelopment Project parcels abutting either the Grantor Property or the Grantee Property, a temporary construction easement over the Access/Utility Easement area, such easement rights to include the right to enter onto Grantor Property with any and all material and equipment necessary to perform the work contemplated by this Easement Agreement and to maintain such parking and driveway areas, utilities, the Boardwalk and the support/piling system. Upon completion of such work, Grantee shall remove all vehicles, materials and equipment from Grantor Property and shall restore any area disturbed by such work to the substantially same condition that existed immediately prior to such work, except for any improvements made thereto pursuant to this Agreement.

## 2. Insurance Requirement

2.1 During the exercise of any construction or maintenance rights granted hereunder to Grantee, Grantee shall, at its sole cost and expense, maintain the following insurance:

- (a) Commercial general liability, including personal injury and, if applicable, product liability/completed operations coverage in the minimum amount of One Million Dollars (\$1,000,000.00) personal injury, One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general/product/completed operations aggregate;
- (b) Automobile liability coverage for owned, hired and non-owned vehicles in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit; and
- (c) Workers' compensation for all its employees, with employers' liability of Five Hundred Thousand Dollars (\$500,000.00) or more, but only to the extent that such insurance is not available to Grantee through a workers' compensation self-insurance group pursuant to Mass. Gen. Laws Chapter 152, §25E to 25U, inclusive.

All policies of insurance shall be issued by companies licensed or approved by the Commonwealth's Insurance Commissioner and rated A-VII or better in the most recent edition of Best's Insurance Guide with respect to primary levels of coverage and shall be issued and delivered in accordance with Commonwealth law and regulations. Grantor shall be listed as an additional insured on the commercial general liability insurance required by Section 2.1(a). Prior to exercising such construction or maintenance rights, Grantee shall deliver to Grantor a certificate evidencing all required policies and

endorsements. All insurance policies shall contain an endorsement providing that written notice shall be given to Grantor at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

### 3. General Provisions

3.1 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and for the breach of which any party shall have all legal remedies allowed or provided under such laws. Any determination of invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

3.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may not be changed or modified except as agreed in a writing signed by each of the parties.

3.3 The covenants and agreements created hereby are intended to be, and shall be deemed to be, covenants running with the land and are not personal to any individual party and shall be deemed to both benefit and burden the Grantor Property in the manner provided herein. This Agreement and the rights contained herein, including any and all changes or modifications that may be made, shall be binding upon and inure to the benefit of, the parties and their respective heirs, successors and assigns. The Grantee may assign the rights and obligations hereunder to any Redevelopment Project parcel owner.

3.4 Each party hereby agrees that it will execute and deliver any and all assurances of law and other instruments, and take any and all action, which any other party hereto deems necessary or desirable to carry out any term or provision of this Agreement or to continue this Agreement in full force and effect for the term hereof.

3.5 Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers, or to render any party hereto liable for the debts or obligations of any other party hereto.

3.6 All notices and other communications to be given in connection with this Agreement shall be in writing and shall be sent by (a) United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, (b) nationally recognized overnight courier service guaranteeing overnight delivery; or (c) electronic or facsimile transmission (if confirmed orally or in writing by mail or overnight courier service as aforesaid within 24 hours of such transmission) addressed to such party at the respective addresses set forth below beside such party's name:

(a) To Grantor :

With a copy to:

(b) To Grantee:

With a copy to:

Except that any party may by written notice to other parties designate another address that shall thereupon become the effective address of such party for the purposes of this paragraph. Notice shall be deemed given: (a) three (3) business days after mailed by United States Postal Service; (b) on the next business day if sent by nationally recognized overnight courier; and (c) on receipt if sent by electronic or facsimile (and confirmed orally or by mail or overnight courier service as before said).

Executed under seal as of the date first set forth above.

**VINTAGE TREASURES REALTY TRUST**

By: \_\_\_\_\_  
Kimberley Cook, Trustee

**CITY OF HAVERHILL, a Massachusetts  
municipal corporation**

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

Approved as to legal form and  
sufficiency:

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

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared KIMBERLEY COOK, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as TRUSTEE of Vintage Treasures Realty Trust.

\_\_\_\_\_  
(official signature and seal of notary)

My commission expires \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_ and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Haverhill, Massachusetts, a Massachusetts municipal corporation.

\_\_\_\_\_  
(official signature and seal of notary)

My commission expires \_\_\_\_\_

**EXHIBIT A**

**Easement Plan**

**EXHIBIT B**

**Access/Parking Plan**

FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

DATE \_\_\_\_\_

**NOTES**

1. THE INTENT OF THIS PLAN IS TO DESCRIBE TWO EASEMENTS.  
AN EASEMENT ACROSS # 68-70 MERRIMACK STREET, PARALLEL WITH AND 30.0' NORTHERLY OF THE NORTH SIDELINE OF MERRIMACK STREET. THE EASEMENT IS CONTIGUOUS TO # 72-74 MERRIMACK STREET ON THE WEST AND # 68-66 MERRIMACK STREET ON THE EAST.  
SECOND A PILING EASEMENT PARALLEL WITH AND 2.5' NORTHERLY OF THE NORTH SIDELINE OF WALL STREET. THE EASEMENT IS CONTIGUOUS TO # 72-74 MERRIMACK STREET ON THE WEST AND # 68-66 MERRIMACK STREET ON THE EAST.
2. THE LOW WATER LINE WAS TAKEN FROM A PLAN RECORDED AT THE SOUTH ESSEX REGISTRY OF DEEDS AS PLAN 98 OF 1942. SAID PLAN ACCOMPANIED A PETITION TO FILL ASSOCIATED WITH LICENSE 2348-A.

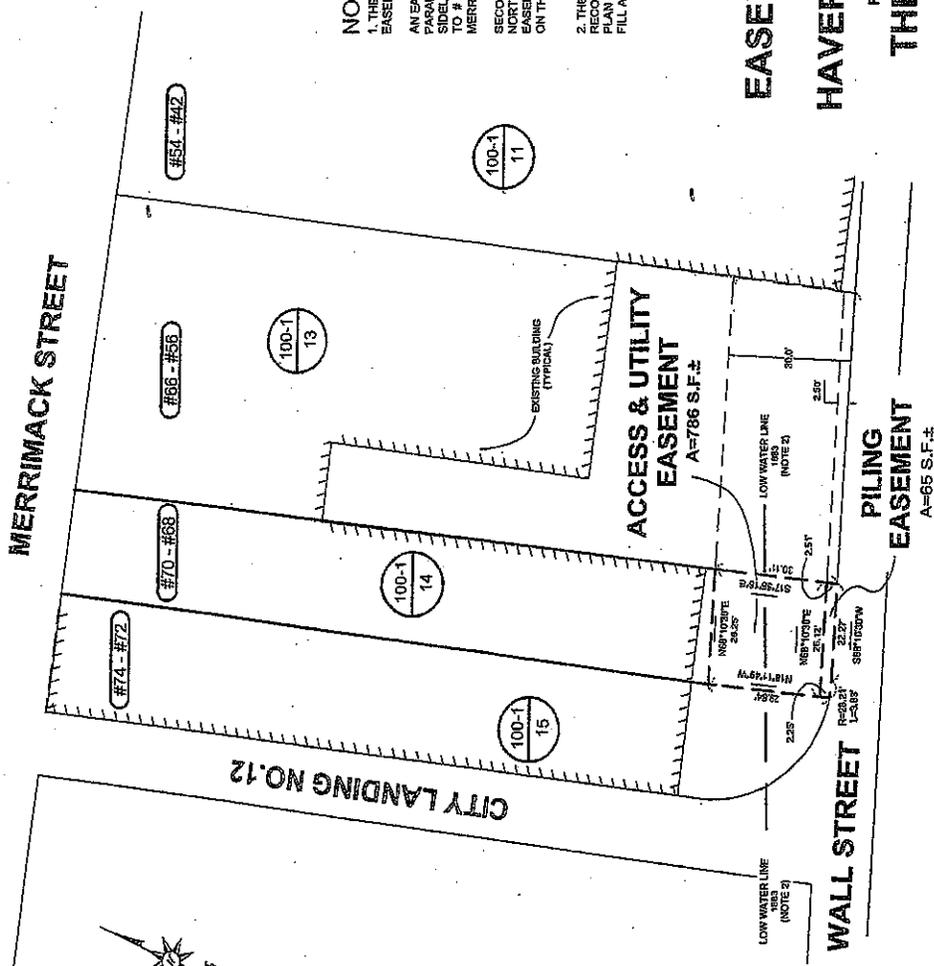
**EASEMENT PLAN**  
LOCATED IN  
**HAVERHILL, MASS.**  
PREPARED FOR  
**THE CITY OF**  
**HAVERHILL**



DATE: JUNE 19, 2014 SCALE: 1"=20'

**CSI**  
PROFESSIONAL ENGINEERS & LAND SURVEYORS  
**CHRISTIANSEN & SERGI, INC.**  
100 SUMMER STREET, HAVERHILL, MASSACHUSETTS 01830  
WWW.CSI-ENGR.COM TEL. 978-373-0310 FAX. 978-373-3880

DWG. NO. 10067.008.0198



**LEGEND**

- #68 - #74 STREET ADDRESS
- MAP BLOCK/LOT
- CITY OF HAVERHILL ASSESSOR
- 100-1 #11

**RECORD OWNERS**

- 100-1 #15  
FREDERIC ROSE REVOCABLE TRUST & BARBARA ROSE REVOCABLE TRUST  
FREDERIC & BARBARA ROSE TRUSTEES  
BOOK 24547 PAGE 7
- 100-1 #14  
VINTAGE TREASURES REALTY TRUST  
KIMBERLY COOK TRUSTEE  
BOOK 28644 PAGE 161  
ACCESS EASEMENT AREA=735 S.F.±
- 100-1 #13  
D. BLOCKE LLC  
CERTIFICATE 00684
- 100-1 #11  
MERRIMACK STREET OWNER LLC  
BOOK 32727 PAGE 495

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND NO NEW LINES OR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.

CHAPTER 41 SECTION 67X

MICHAEL J. SERGI P.L.S. DATE \_\_\_\_\_

THE CERTIFICATION SHOWN ABOVE IS INTENDED TO MEET REGISTRATION REQUIREMENTS AND IS NOT A CERTIFICATION OF ACCURACY OR A GUARANTEE OF TITLE. THE OWNERSHIP OF ADJOINING PROPERTIES ARE ACCORDING TO ASSESSORS RECORDS.



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

8.1

ORDERED:

That the Mayor is authorized to execute documents to waive the City's interest in bequests from the Estate of Elmo D'Alessandro in the amount of \$83,500 pursuant to the June 30, 2014 request of Attorney Dennis M. Spurling, a copy of which is attached hereto and incorporated herein.

DENNIS M. SPURLING, P.C.  
ATTORNEY AT LAW  
THE WINGATE BUILDING  
21 WINGATE STREET  
HAVERHILL, MASSACHUSETTS 01830

TELEPHONE  
(978) 374-2230

FAX  
(978) 374-2277

dennispurling@aol.com

www.dennispurling.com

June 30, 2014

The Honorable James J. Fiorentini, Mayor  
Alan R. DeNaro, Police chief  
John A. Michitson, President Haverhill City Council  
City Hall  
4 Summer Street  
Haverhill, MA 01830

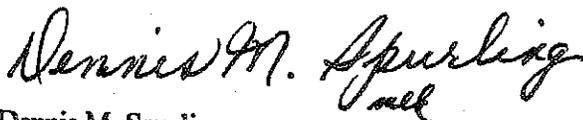
RE: Estate of Elmo D' Alessandro  
Ann D' Alessandro - City of Haverhill Police Department

Gentlemen:

Hopefully, this will clarify things. Five specific devisees died prior to Elmo's passing. Those gifts were of \$50,000 each, for a total of \$250,000 in failed gifts. Needless to say, had they all lived, those funds would never have passed to the residuary takers. What Attorney Scalise wanted to do was to pass those funds on to Elmo's daughter, Ann. This would mean that each residuary taker would be forgoing \$62,500 from those specific gifts. Further, we are asking all residuary takers to forgo any interest in the \$84,000 mortgage on Ann's home. Thus, each residuary taker would forgo \$21,000 in the outstanding mortgage. The total of the mortgage interest and specific gifts thus totals \$83,500. The CPA just informed me on June 26, 2014 that, even with this amount given to Ann D' Alessandro, each residuary taker will still receive another approximately \$260,000 when the estate is closed within the next few months.

Thank you for your kind consideration.

Very truly yours,



Dennis M. Spurling

DMS/mlk  
cc: William Cox, City Solicitor



Document

CITY OF HAVERHILL

In Municipal Council

8, 2

Ordered:

That the sum of \$795,116 be transferred to/from the following accounts as stated out FY2014:

Amount	From	Amount	To
\$600,000	Budget Reserve	\$600,000	Snow & Ice Expenses
\$56,116	Salary Reserve	\$3,040	Council Salary
\$8,800	City Clerk Salary	\$1,303	Auditor Salary
\$45,000	Liability Insurance	\$4,230	Mayor Salary
\$10,000	Street Lighting Expenses	\$1,280	Purchasing Salary
\$74,700	Health Insurance	\$1,850	Human Resources Salary
\$500	Parks Expenses	\$15,700	MIS Salary
		\$800	Economic Dev. Salary
		\$1,326	Building Inspection Salary
		\$3,575	Public Works Admin Salary
		\$6,206	Refuse Salary
		\$16,504	Parks Salary
		\$802	Veterans Salary
		\$26,000	Legal Expenses
		\$10,000	Human Resources Expenses
		\$8,800	City Clerk Expenses
		\$1,500	Public Works Admin Expenses
		\$13,000	Veterans Expenses
		\$9,900	Stadium Expenses
		\$1,800	Senior Center Expenses
		\$67,500	Refuse Expenses



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

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

July 3, 2014

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

**RE: End of year transfer**

Dear Mr. President and members of the City Council:

Attached please find end of year transfer of \$795,116.00 to balance our books.

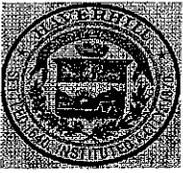
I recommend approval.

Very truly yours,

  
James J. Fiorentini, Mayor

JJF/ah

Encl.



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

That the sum of \$84,101.37 be transferred from Wastewater Salaries to Wastewater Capital to fund wastewater capital projects

8.2.2



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

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

July 3, 2014

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

**RE: End of year transfer**

Dear Mr. President and members of the City Council:

Attached please find end of year transfer for \$84,101.37 from Wastewater to balance our books.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

Encl.



# Haverhill

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

July 2, 2014

To: The Honorable James J. Fiorentini  
Mayor of Haverhill

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

Subj: FY 14 Budget Transfer of Funds for Wastewater Capital Outlay

It is hereby requested that the amount of eighty-four thousand one hundred and one dollars and thirty-seven cents (\$84,101.37) be transferred to Wastewater Capital Outlay (account #6010040.1.0444.5831) from Wastewater Health Insurance (account #6010040.1.0910.5170). The additional funds are needed to pay for wastewater capital projects.

With your approval I will have the Auditor's Office prepare the City Council document for City Council approval.

If you need additional information, please call me at extension 2382 or via email at [rward@haverhillwater.com](mailto:rward@haverhillwater.com).

Cc: Charles Benevento, Auditor  
Mike Stankovich, DPW Director  
William Pauk, Finance/Project Manage



DOCUMENT

**CITY OF HAVERHILL**

8.2.3

In Municipal Council

**ORDERED:**

That the sum \$5,263 be transferred to/from the following account as stated below to close out FY2014:

**AMOUNT:**

**FROM:**

**TO:**

\$ 5,263

Police- Salary

Police Expense (Utilities)



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

**Alan R. DeNaro  
Chief of Police**

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

June 23, 2014

Mayor James J. Fiorentini  
Office of the Mayor  
4 Summer Street – Room 102  
Haverhill, MA 01830

Re: Transfer of monies

Dear Mayor Fiorentini:

I am requesting to transfer \$5,263.00 from Police Salaries & Wages 1010000.1.0210.5195 to the following police expense accounts:

1010000.1.0210.5210 (Utilities)	\$5,263.00
---------------------------------	------------

Should you require any additional information regarding this request I will be available to discuss it in executive session should you request.

Sincerely,

Alan R. DeNaro  
Chief of Police

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

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

July 3, 2014

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:

Attached is a transfer for \$5,263.00 from Police-Salary to Police Expense (utilities).

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

Encl.



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

~~ORDERED~~ Municipal Ordinance

Ch

*9.1  
File days*

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

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

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

APPROVED as to legality:

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



# Haverhill

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

June 25, 2014

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

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

Dear Council President Michitson & Councilors:

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

Sincerely,

William Pillsbury, Jr.  
Planning Director/Grants Coordinator

WP/lw

**CITY COUNCIL**

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



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

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

June 19, 2014

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

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

Dear Mr. Pillsbury:

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

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

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

Sincerely,

John A. Michitson, President  
Haverhill City Council

JAS/bsa

encl.

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

12-D



DOCUMENT 12-D

COPY BACKUP

**CITY OF HAVERHILL**

In Municipal Council February 4 2014

~~ORDERED~~

Chapter 240

ADD

**An Ordinance Relating to Parking  
(50 Howard Street—Handicap Parking)**

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

LOCATION	REGULATION	HOURS/DAYS
<b><u>50 Howard Street</u></b>		
In front of No. 50 Howard Street except for 1-24 hour handicapped parking space at No. 50	No Parking	24 Hours

APPROVED as to legality:

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

PLACED ON FILE for at least 10 days  
Attest:

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

IN CITY COUNCIL: February 25 2014  
PASSED

Attest:

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

APPROVED:

\_\_\_\_\_  
Mayor



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

File  
10 DAYS  
9.2

~~ORDINANCE~~ MUNICIPAL ORDINANCE

C

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

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

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

APPROVED as to legality:

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



# Haverhill

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

June 27, 2014

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

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

Dear Council President Michitson & Councilors:

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

Sincerely,

William Pillsbury, Jr.  
Director of Economic Development and Planning

**CITY COUNCIL**

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



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

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

June 27, 2014

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

RE: **Delete Handicap Ordinance – 348 River Street**

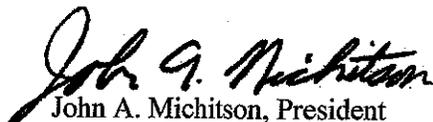
Dear Mr. Pillsbury:

At the City Council meeting held on June 24, 2014 the following item was placed on the agenda by Councillor McGonagle:

- Doc. #55-J - Request for removal of a handicap parking space at 348 River Street

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

Sincerely,

  
John A. Michitson, President  
Haverhill City Council

JAS/bsa

encl.

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

Name of Street Location	Regulation	Hours/Days
In front of 125 River Street (Victoriana Catering) [Added 3-5-2002 by Doc. 44]	Time limited 1 hr.	8:00 a.m. to 4:00 p.m., Mon. through Sat.
In front of 162 River Street (3 one-hour spaces) [Added 10-30-2001 by Doc. 8-S]	Time limited 1 hr.	8:00 a.m. to 6:00 p.m., Monday through Friday
In front of No. 167 River Street except for 1 24-hour handicapped parking space at No. 167 [Added 8-26-2003 by Doc. 34-L]	No parking	24 hours
In front of Nos. 169-171 [Added 3-4-1997 by Doc. 52]	No parking	24 hours
In front of 192 and 194 River Street [Added 1-7-2003 by Doc. 195/02]	Time limited 15 min.	9:00 a.m. to 4:00 p.m., Mon. through Sat.
From No. 211 west for 210 ft., north side	Time limited 1 hr.	7:00 a.m. to 5:00 p.m.
* In front of No. 348 River Street except for 1 24-hour handicapped parking space at No. 348 [Added 3-25-2003 by Doc. 15-D]	No parking	24 hours
In front of No. 403, 2 30-minute parking spaces [Added 1-31-1995 by Doc. 24]	Time limited 30 min.	—
In front of No. 415 (N.E. Die), 1 handicapped parking space at corner of River and Villa Street [Added 10-26-1993 by Doc. 26-V]	No parking	24 hours
In front of No. 503 River Street [Added 2-1-2000 by Doc. 21]	Time limited 1 hr.	8:00 a.m. to 6:00 p.m., Mon. through Fri.
In front of 589 to 591 River Street, except for 1 24-hour handicapped parking space at No. 589-591 [Added 6-24-2003 by Doc. 15-K]	No parking	24 hours
In front of No. 615 River Street [Added 5-30-2000 by Doc. 18-J; repealed 5-14-2002 by Doc. 29-N]		
In front of Nos. 615 to 617 River Street (25 feet to the East of No. 615 River Street) except for 1 24-hour handicapped parking space [Added 5-14-2002 by Doc. 29-O; amended 10-14-2003 by Doc. 15-O; 10-14-2003 by Doc. 15-P]	No parking	24 hours
From 96 ft. east of Margin Street east for 107 ft., north side	Time limited 1 hr.	7:00 a.m. to 7:00 p.m.
From 686 ft. east of Varnum Street east for 170 ft., north side	Time limited 1 hr.	7:00 a.m. to 7:00 p.m.



CITY OF HAVERHILL

10.1 3

In Municipal Council June 24 2014

ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
CONSERVATION OFFICERS, DOG OFFICERS,  
POLICE MECHANICS (ME REPAIRMEN), POLICE  
BUILDING MAINTENANCE CRAFTSMEN/CUSTODIAN  
AND PUBLIC PROPERTY BUILDING CUSTODIAN GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 67- of 2012 is hereby amended as follows:

**EFFECTIVE 7/1/2012 1.5%**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Senior Conservation Officer	\$ 1,003.94	\$ 1,068.03			
Conservation Officer	\$ 861.11	\$ 916.08			
Senior Animal Control Officer	\$ 615.19	\$ 649.47			
Animal Control Officer	\$ 537.01	\$ 571.28			
Police Mechanics (Motor Equipment Repairmen)	\$ 17.42	\$ 18.67	\$ 19.83	\$ 20.93	
Police Bldg Mince Craftsperson/Custodian	\$ 660.04	\$ 699.65			
Custodian	\$ 526.52	\$ 541.92	\$ 557.77	\$ 574.11	\$ 590.92 \$ 608.26

**EFFECTIVE 7/1/2013 1.5%**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Senior Conservation Officer	\$ 1,019.00	\$ 1,084.05			
Conservation Officer	\$ 874.02	\$ 929.82			
Senior Animal Control Officer	\$ 624.42	\$ 659.21			
Animal Control Officer	\$ 545.07	\$ 579.85			
Police Mechanics (Motor Equipment Repairmen)	\$ 17.68	\$ 18.95	\$ 20.13	\$ 21.24	
Police Bldg Mince Craftsperson/Custodian	\$ 669.94	\$ 710.14			
Custodian	\$ 534.42	\$ 550.05	\$ 566.14	\$ 582.72	\$ 599.78 \$ 617.38

**Effective 7/1/2013 amend Article VII Wages and Allowances by the following:**  
Mileage reimbursement rate will be at \$.44/mile.

**Effective upon passage amend Article XI - SICK AND BEREAVEMENT LEAVE Section 16. Furlough Days**  
Any outstanding furlough days will be compensated on or after July 1, 2013 at the applicable rate. After the furlough days are paid out, Section 16 shall be deleted in its entirety.

Approved as to legality:

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

PLACED ON FILE FOR at least 10 days

Attest:

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



DOCUMENT 67-D

CITY OF HAVERHILL

In Municipal Council June 15 2010

Back Up Copy

ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
Conservation Officer/Animal Control Officer/Mechanic  
Bldg. Mntce Craftsperson/Building Custodian Group

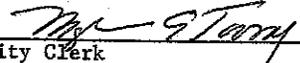
BE IT ORDAINED by the City Council of the City of Haverhill that Document 51-J of 2005 is hereby amended as follows:

EFFECTIVE 7/1/2008	0%						
EFFECTIVE 7/1/2009	0%						
EFFECTIVE 7/1/2010	0%						
EFFECTIVE 7/1/2011 2%		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Senior Conservation Officer		\$ 989.11	\$ 1,052.24				
Conservation Officer		\$ 848.38	\$ 902.54				
Senior Animal Control Officer		\$ 606.10	\$ 639.87				
Animal Control Officer		\$ 529.08	\$ 562.83				
Police Mechanics (Motor Equipment Repairmen)		\$ 17.16	\$ 18.40	\$ 19.54	\$ 20.62		
Police Bldg Mntce Craftsperson/Custodian		\$ 650.29	\$ 689.31				
Custodian		\$ 518.74	\$ 533.91	\$ 549.53	\$ 565.63	\$ 582.19	\$ 599.27

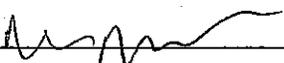
Amend Article XVI by deleting the 2nd and 3rd paragraphs and in its place insert the following:  
Effective July 1, 2011 the City's contribution to the HMO shall be 75% and the employee contribution shall be 25%.  
New employees hired after January 1, 2010 shall pay a thirty percent (30%) Employee Health Insurance Contribution rate for both the PO and HMO products.

Add the following:  
Effective July 1, 2010, the City will increase the amount of the Clothing Allowance line for all members by \$125 - this will create a line for the Building Craftsman/Custodian position (Police Dept.) and the Building Custodian position (City Hall) of \$125. Such allowance to be paid the first week in July.

Approved as to legality:

\_\_\_\_\_  
City Solicitor  
PLACED ON FILE for at least 10 days  
Attest:  
  
\_\_\_\_\_  
City Clerk

IN CITY COUNCIL: June 29 2010  
PASSED  
Attest:  
  
\_\_\_\_\_  
City Clerk

APPROVED:  
  
\_\_\_\_\_  
Mayor

122

10.2



DOCUMENT 12-L

**CITY OF HAVERHILL**

In Municipal Council June 17 2014

~~ORDINANCE~~ Municipal Ordinance

CHAPTER 120

**An Ordinance Relating to Parking  
(20 Swasey Street—Add Handicap Parking)**

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

<b>LOCATION</b>	<b>REGULATION</b>	<b><u>HOURS/DAYS</u></b>
20 Swasey Street In front of No. 20 Swasey Street except for 1-24 hour handicapped parking space at #20 Swasey Street	No Parking	24 Hours

APPROVED as to legality:

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

PLACED ON FILE for at least 10 days  
Attest:

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



# Haverhill

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

June 5, 2014

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

**RE: REQUEST TO ADD A HANDICAP PARKING SPACE AT 20 SWASEY STREET**

Dear Council President Michitson & Councilors:

As per your request dated 6/5/14 and as recommended by Chief Alan DeNaro in communication dated 5/17/14, I am submitting a Municipal Ordinance that will allow for HANDICAP PARKING at #20 Swasey Street.

Sincerely,

William Pillsbury, Jr.  
Economic Development &  
Planning Director

APPLICATION FOR HANDICAP PARKING SIGN

\*NEW   
\*RENEWAL

DATE OF REQUEST 5-17-2014 DATE OF APPROVAL \_\_\_\_\_

NAME: JOSEPH MILLER

ADDRESS: 20 SWASEY ST HAVERHILL

TELEPHONE #: 978-377-0259

VEHICLE TYPE: 1999 MERC VILLAGE VAN

PLATE #: \_\_\_\_\_

Do you currently have off street parking at your residence?  Yes  No  
If yes, why is there a need for a handicap parking sign? \_\_\_\_\_

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

x Joseph Miller  
Applicant Signature

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

Approve  Denied

Reason for denial

Alan R. [Signature]  
Chief of Police Signature

Approve  Denied

Reason for denial

City Council Approval

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

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

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

**CITY COUNCIL**

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



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

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

June 5, 2014

TO: Mr. William Pillsbury  
Planning and Development Director

RE: **Documents to Establish Handicap Parking Ordinances - 23 Arch Ave, & 20 Swasey St**

Dear Mr. Pillsbury:

At the City Council meeting held on June 3, 2014, the following requests for handicap parking spaces were approved and submitted by Chief DeNaro:

- Doc. 5-I – 23 Arch Ave.
- Doc. 5-J – 20 Swasey St

The City Council concurred with these requests and ask that the proper documents be prepared and placed on the next council agenda for action.

Thank you for your continued cooperation, consideration and assistance. It is appreciated.

Sincerely yours,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

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



DOCUMENT 12-M

**CITY OF HAVERHILL**

In Municipal Council June 17 2014

10.3

ORDINANCE: Municipal Ordinance

**An Ordinance Relating to Parking  
(23 Arch Avenue—Add Handicap Parking)**

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

LOCATION	REGULATION	<u>HOURS/DAYS</u>
23 Arch Avenue. In front of No. 23 Arch Avenue except for 1-24 hour handicapped parking space at #23 Arch Avenue	No Parking	24 Hours

APPROVED as to legality:

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

PLACED ON FILE for at least 10 days  
Attest:

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



# Haverhill

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

June 5, 2014

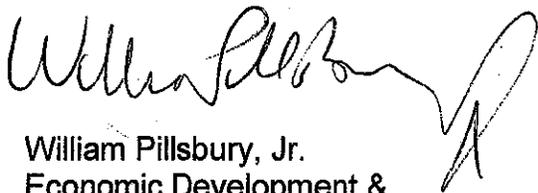
John A. Michitson, Council President  
& City Council Members  
City Hall—Room 204  
City of Haverhill

**RE: REQUEST TO ADD A HANDICAP PARKING SPACE AT 23 ARCH AVENUE**

Dear Council President Michitson & Councilors:

As per your request dated 6/5/14 and as recommended by Chief Alan DeNaro in communication dated 4/24/14, I am submitting a Municipal Ordinance that will allow for HANDICAP PARKING at #23 Arch Avenue.

Sincerely,



William Pillsbury, Jr.  
Economic Development &  
Planning Director

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

\*NEW

\*RENEWAL

DATE OF REQUEST 4/24/14 DATE OF APPROVAL \_\_\_\_\_

NAME: Eileen F Flanagan

ADDRESS: 23 Arch Ave. Haverhill

TELEPHONE #: 978374-8374

VEHICLE TYPE: 1995 Oldsmobile

PLATE #: 1 AR 630

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

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

Because she has parkinson

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

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

x Eileen F. Flanagan  
Applicant Signature

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

Approve  Denied

Reason for denial

Ala R. [Signature]  
Chief of Police Signature

Approve  Denied

Reason for denial

City Council Approval

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

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

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

**CITY COUNCIL**

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

June 5, 2014

TO: Mr. William Pillsbury  
Planning and Development Director

RE: **Documents to Establish Handicap Parking Ordinances - 23 Arch Ave, & 20 Swasey St**

Dear Mr. Pillsbury:

At the City Council meeting held on June 3, 2014, the following requests for handicap parking spaces were approved and submitted by Chief DeNaro:

- Doc. 5-I – 23 Arch Ave.
- Doc. 5-J – 20 Swasey St

The City Council concurred with these requests and ask that the proper documents be prepared and placed on the next council agenda for action.

Thank you for your continued cooperation, consideration and assistance. It is appreciated.

Sincerely yours,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

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

34-C



DOCUMENT 34-C

**CITY OF HAVERHILL**

10.4

In Municipal Council June 17 2014

~~ORDERED~~ Municipal Ordinance

CI

**An Ordinance Relating to Parking  
No Parking on Entire East side of Nettleton Avenue**

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

LOCATION	REGULATION	HOURS/DAYS
Nettleton Avenue On entire east side of Nettleton Avenue	No Parking	24 hours 7 days a week

APPROVED as to legality:

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

PLACED ON FILE for at least 10 days

Attest:

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

CITY COUNCIL

JOHN A. MICHITSON  
PRESIDENT  
ROBERT H. SCATAMACCHIA  
VICE PRESIDENT  
MELINDA E. BARRETT  
WILLIAM J. MACEK  
WILLIAM H. RYAN  
THOMAS J. SULLIVAN  
MARY ELLEN DALY O'BRIEN  
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citycnd@cityofhaverhill.com

CITY OF HAVERHILL  
HAVERHILL, MASSACHUSETTS 01830-5843

May 1, 2014

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

RE: Request for Ordinance - Add No Parking Sign -East Side of Nettleton Avenue

Dear Mr. Pillsbury:

At the City Council meeting held on April 29, 2014, Councillor McGonagle requested a discussion about establishing an ordinance for "No Parking" on the east side of Nettleton Avenue. He stated that the road is very narrow and with parking on both sides, this becomes a public safety issue. Parking on one side of the street would conform with other streets in the immediate area of the stadium.

Would you kindly prepare the proper document(s) and place them on the next City Council agenda in order that the Council may take action on them. Please feel free to contact Councillor McGonagle should you have any questions.

Thank you for your continued cooperation, consideration and assistance.

Sincerely,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

c: Mayor James Fiorentini  
City Councillors



# Haverhill

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

June 3, 2014

John H. Mitchitson Council President  
City Council Members  
City Hall—Room 204

**RE: REQUEST THAT THERE BE NO PARKING ON NETTLETON  
AVENUE (EAST SIDE) ENTIRE LENGTH**

Dear Council President Mitchitson & Councilors:

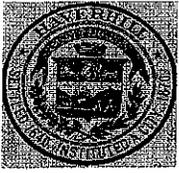
As requested by City Councilor Michael McGonagle in communication dated 4/24/14, I am submitting a Municipal Ordinance for your review, which requires no parking on Nettleton Avenue the entire length on the east side.

If you have any questions, please do not hesitate to contact me.

Signed,

William Pillsbury, Jr.  
Economic Development &  
Planning Director

38-D



Document 38-D

CITY OF HAVERHILL

In Municipal Council June 17 20

10.5

Ordered:

That the Order of this Council approved December 10, 2013 authorizing the borrowing of \$420,000 to pay costs of purchasing a new fire truck, is amended in its entirety to provide as follows:

That \$508,970 is appropriated to pay costs of acquiring a new fire truck, and for the payment of all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(9) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; that the Mayor is authorized to take any other action necessary to carry out this project, and that the Treasurer is authorized to file an application with the Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any or all of the bonds authorized by this Order and to provide such information and execute such documents as the Municipal Finance Oversight Board may require for that purpose.

PLACED ON FILE for at least 10 days

Attest:

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

BOND ORDER - File 10 days



Haverhill Fire Department  
4 Summer Street, Room 113  
Haverhill, Massachusetts 01830  
Telephone: 978 373-8460  
Fax: 978 521-4441

RICHARD B. BORDEN  
FIRE CHIEF

May 16, 2014

Commissioner Alan DeNaro  
40 Bailey Blvd  
Haverhill, Massachusetts 01830

Re: New pumper specifications

Commissioner,

The specifications have been received for the new pumper. A review of the specifications is in process.

The projected cost of the apparatus as it is currently proposed is ~~\$508,970.00~~. This is approximately ~~\$78,970.00~~ over the proposed budget.

While the committee is not done with this apparatus, they should be commended for their hard work and dedication to this project up to this point. They have met and worked on their own time and have provided valuable feedback and changes to the apparatus to make this pumper a truck that will serve the city for years to come.

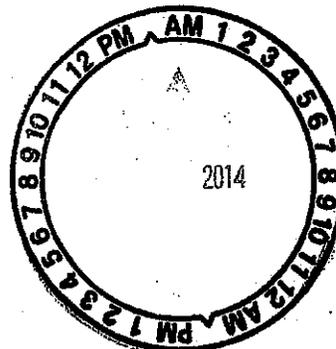
I recommend moving forward with this project and purchasing it through MAPC.

Thank you

Chief Richard B. Borden  
Haverhill Fire Department

Cc:

Mayor James J. Fiorentini



JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL  
MASSACHUSETTS**

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

June 13, 2014

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

RE: Amended Bond Order

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

Some time ago, we were before you to discuss purchasing a new pumper truck for the Fire Department. At that time, we gave you a rough estimate of the cost of the fire truck and the Council graciously passed a bond authorization order to approve the purchase of the pumper truck.

We prepared the specifications, sent out the bids and they came in higher than the rough estimate which we gave you. We are required to amend the bond order.

I am attaching an amended bond order so that we can purchase the truck. The amended amount is \$508,970.00; \$88,970.00 over the original bond order or \$420,000.00. This must be placed on file for 10 days, re-advertised, and then can be voted upon in two weeks.

Please place the amended bond order on file for two weeks after which time I recommend approval.

Thank you for your consideration.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah



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

14.1.1

July 1, 2014

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  
June as filed in the Assessors Office.

Very truly yours,

Stephen C. Gullo, MAA  
Assessor

Assessing Department JUNE 2014

Day	2014 REAL ESTATE	2014 MVE	2013 MVE	2012 MVE	2011 MVE	2013 REAL ESTATE	2014 BOAT	2014 P.P.	PERSONAL PROP	PERSONAL PROP UNCOL	PERSONAL PROP UNCOL	2005 MVE UNCOL	2006 MVE UNCOL	2007 MVE UNCOL	2008 UNCL PERS PROP	1999 UNCL PERS PROP
1																
2																
3		2,988.00														
4			176.56													
5																
6																
7																
8																
9		5,699.86	43.75	85.72												
10																
11																
12																
13																
14																
15																
16																
17																
18		6,824.39						155.00								
19																
20			598.65													
21																
22																
23		2,708.59	136.25													
24																
25																
26																
27																
28																
29																
30		7,384.84	1,202.19	728.75			95.00									
31																
Reprints																
Rec by																
Checker																
Totals		24,456.62	2,147.20	814.77			85.00	155.00								

To the Auditor of Accounts:  
 This is to certify that statements as shown above, amounting in the aggregate  
 have been duly authorized. CANCELLATION xxxxxxxxxxxxxxxx  
 Twenty Seven Thousand Six Hundred Sixty Seven Dollars & 19/100

BOARD OF ASSESSORS,

By

*[Signature]*  
 Chairman

**CITY COUNCIL**

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



11.2.1

ROOM 204  
CITY STREET  
HAVERHILL, MA 01830-2328  
374-2328  
cityofhaverhill.ma.us  
cityofhaverhill.com

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

July 1, 2014

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

Councillor William H. Ryan requests a discussion regarding news boxes in front of Haverhill Post Office.

*William H. Ryan*  
City Councillor William H. Ryan

**CITY COUNCIL**

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



11, 2, 2

ROOM 204  
FR STREET  
978-374-2328  
978-374-2329  
haverhill.ma.us  
haverhill.com

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

July 1, 2014

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

Councillor William H. Ryan requests a discussion regarding increasing commuter traffic in the morning and afternoon on interstate 495.

*William H. Ryan*  
City Councillor William H. Ryan

**CITY COUNCIL**

JOHN A. MICHITSON  
PRESIDENT  
ROBERT H. SCATAMACCHIA  
VICE PRESIDENT  
MELINDA E. BARRETT  
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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

July 1, 2014

11.2.3

Mr. President and Members of the City Council:

Councillor Macek would like to remove Document 83/13, a petition from Lap Nguyen to purchase city property, a dead-end section of Worcester Street, from the Committee Study list.

  
City Councillor William J. Macek

**City Council**  
John A. Michitson  
*President*  
Robert H. Scatamacchia  
*Vice President*  
Melinda E. Barrett  
William J. Macek  
William H. Ryan  
Thomas J. Sullivan  
Mary Ellen Daly O'Brien  
Michael S. McGonagle  
Colin F. LePage



Room 204  
Street  
4-2328  
4-2329  
ma.us  
ll.com

ci | 3.1.1

**CITY OF HAVERHILL**  
Haverhill, Massachusetts 01830-5843

**MINUTES OF THE ADMINISTRATION AND FINANCE COMMITTEE**  
**MEETING HELD ON JUNE 26, 2014**

An Administration and Finance Committee Meeting was held on Thursday, June 26, 2014 at 7:00P.M. in the City Council office, Room 204.

Committee Members present: Committee Chairperson Colin LePage, Councillor William Macek and Councillor Michael McGonagle. Councillor Mary Ellen Daly O'Brien was absent. Council President John Michitson and Councillor Melinda Barrett also attended.

Department Heads: William Cox-City Solicitor, Linda Koutoulas-City Clerk, Lt. Anthony Haugh-HPD  
Attendees: Tyler Kimball and Paul Zahornasky

The following items were discussed:

- 1.) **Doc. 49** – Ordinance Relating to Amusements – Public Shows and Exhibitions.  
*The Committee conducted a thorough review of the previously proposed revisions and amendments of the ordinance with City Solicitor Cox and City Clerk Koutoulas. Additional proposed revisions and amendments offered included, but were not limited to the topics of:*
  - *Application timeline; method of notification to direct abutters; vehicular traffic; reduced, but non-refundable application fee schedule; further enforcement powers of public safety officials. A motion was made to table the matter to the next scheduled meeting (date to be determined) allowing time to further study and review new materials (ordinances) from other communities. Passed unanimously.*
- 2.) **New Business** – Police Lt. Anthony Haugh presented to the Committee a proposed ordinance from Chief DeNaro titled: *Haverhill Marijuana Public Use and Consumption Bylaw.* \* He informed the Committee that currently there is no local bylaw in effect that would allow enforcement and penalties for violations as there is for public use and consumption of alcohol. *The proposed ordinance was given to Solicitor Cox for further study and review.*

Respectfully submitted,

Colin LePage, Chairperson  
Administration and Finance Committee  
Haverhill City Council

July 3, 2014

CL/bsa  
c: Mayor James J. Fiorentini  
City Council

\*Handout from Lt. Anthony Haugh-Proposed Haverhill Marijuana Public Use & Consumption Bylaw

6/26/14

Handout from Lt. Anthony Naught



**HAVERHILL  
POLICE DEPARTMENT**

Alan R. DeNaro  
Chief of Police

**40 Bailey Blvd.  
Haverhill, Massachusetts 01830**

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

**HAVERHILL MARIJUANA PUBLIC USE & CONSUMPTION BYLAW**

**Restrictions on Marijuana Public Use & Consumption:**

No person shall smoke, vaporize, ingest or otherwise consume marijuana, medical marijuana or delta-9-tetrahydrocannabinol (THC), while in or upon any public way or any way to which the public has a right of access, street, sidewalk, footway, passageway, stairs, bridge, park, playground, recreation area, boat landing, public building, schoolhouse, school grounds, cemetery, parking lot, or any area owned by or under the control of the City of Haverhill, or any place to which members of the public have access as invitees or licensees, or private land, building, structure or place without the consent of the owner or person in control thereof.

**Violations & Penalties:**

This by-law may be enforced through any lawful means in law or in equity including, but not limited to, enforcement by criminal indictment or complaint by the Haverhill Police Department, or their duly authorized agents, or any police officer. The fine for violation of this by-law shall be three hundred dollars (\$300.00) for each offense. Or take any action in relation thereto.

**CITY COUNCIL**

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



ROOM 204  
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haverhill.ma.us  
haverhill.com

13.1.2

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

**DOCUMENTS REFERRED TO COMMITTEE STUDY**

4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
9-T	Communication from Councillor Sullivan requesting a discussion regarding a comprehensive improvement and restoration plan for Winnekenni Park & Plug Pond Recreation area	NRPP	3/26/13
83	Petition from Lap Nguyen requesting to purchase City property; a dead-end section of Worcester St., Map 534, Block 16, Lot 29	NRPP	8/6/13
57-S	Communication from Councillor Daly O'Brien wishing to introduce Dave LaBrode to discuss public signage	NRPP	9/10/13
57-Z	Communication from Councillor Sullivan requesting to discuss parking ordinances on Hillside Place and Hillside Street. (Public parking lot, Map 516, Bl. 303, Lot 4A, referred to NRPP)	NRPP	10/8/13
102	Communication from Councillor Macek requesting to discuss the Taxicab and Buses Ordinance	Administration & Finance	10/15/13
102-H	Communication from Councillor Macek requesting to propose the establishment of an Adult and Senior Fitness Park	NRPP	10/29/13
13/13-B	Central Business District Parking Map and Ordinances	Administration & Finance	1/28/14
84 & 84A/13	Ordinance re: Zoning, Amend City Code, Ch. 255, Table of Use & Parking Regulations Page 8; to allow Medical Marijuana Dispensary/Treatment centers to be located only in our business parks	Transferred to Administration & Finance	2/11/14
49	Ordinance Relating to Amusements – Public Shows and Exhibitions	Administration & Finance	5/13/14
56	Home Rule Petition – An Act Authorizing that the Position of Deputy Chief in the City of Haverhill be removed from Civil Service	Public Safety	5/20/14
	Ordinance Relating to Peddling and Soliciting, Section 191-9 Licenses	Administration & Finance	5/27/14
55-E	Communication from Councillor Macek – necessary repairs on the Clement Farm Property leased to American Legion	NRPP	6/17/14
55-F	Communication from Councillor Daly O'Brien re: street noise increasing on Essex St and Washington Street area	Public Safety	6/17/14