



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, September 12, 2017 at 7:00 PM
City Council Chambers, 4 Summer St, Room 202

- 1. OPENING PRAYER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES OF PREVIOUS MEETING**
- 4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**
- 5. COMMUNICATIONS FROM THE MAYOR**
- 6. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**
- 7. UTILITY HEARING(S) AND RELATED ORDER(S)**

8. HEARINGS AND RELATED ORDER

- 8.1. Document 95; Valentine Kong/*Dream Team Auto Group LLC*: requests a Special Permit to operate a Used Car Dealership at 100 White st; with 9 spaces for car sale, 2 spaces for employees and 2 spaces for customers**

Comments from City Departments are included

Attachment

9. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28

- 9.1. Communication from Gary Ortiz requesting to discuss changing Franklin st, North st and Nichols st one-way; to reduce crime in the area and to help with winter parking**

Attachment

10. APPOINTMENTS:

- 10.1. Confirming Appointments**
- 10.2. Non-Confirming Appointments:**
- 10.3. Resignations**

11. PETITIONS:

- 11.1. Petition from Attorney Michael Migliori for applicant *Common Ground Development* and owner *Storehouse Properties LLC*; requesting Special Permit to build 25 workforce rental units – 13 of the units will be located in the Saint Gregory's a/k/a Saint James School building and 12 units will be located in the new construction building – the property is located in the "RU" "Residential Urban" Zoning District**

**(Refer to Planning Board &
Council Hearing Oct 31st)**

Attachment

11.2. Applications

- 11.2.1. Application for Amusement Permit from Tyler Kimball/*Kimball Farm* to hold "Foam Fest"; at 791 East Broadway; Saturday, September 16th; 8 am to 8 pm
*Has conditional recommendation from Police, Fire, & Health & Approval from MDAR***

- 11.2.2. Application for Block Party on Pamela Lane from Rebecca Azia-Donahue; September 16th; 2 pm to 7 pm *Has police approval***

- 11.2.3. Application for Neighborhood party to be held between 20, 23 & 24 18th Avenue; from Sharon Colby to be held Saturday, September 16th; 1pm to 5 pm
*Has conditional approval from Police Department***

Attachments



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, September 12, 2017 at 7:00 PM
City Council Chambers, 4 Summer St, Room 202

11.2.4 Application from Christina Bontempo for a **One Day Liquor License** for Beer and Wine at *Winnekenni Castle*, Wedding reception; Thursday, September 21st; 5:30 pm-10 pm
Has License Commission approval

11.3. Applications/Handicap Parking Signs:

11.4. Tag Days:

11.4.1. *HHS Rowing Parents' Association – Date change of preapproved dates from November 17, 18, 19 to November 3,4,5*
Attachments

11.5. Annual License Renewals:

11.5.1. **Hawker Peddlers License Renewals 2017**

11.5.2. **Coin-Op License Renewals 2017**

11.5.3. **Sunday Coin-Op License Renewals 2017**

11.5.4. **Drainlayer License 2017:**

11.5.5. **Taxi Driver License**

11.5.6. **Taxi License**

11.5.7. **Junk Dealer License**

11.5.8. **Pool Tables:**

11.5.8.1. **Sunday Pool:**

11.5.9. **Bowling:**

11.5.10. **Buy & Sell Second Hand Articles:**

11.5.11. **Pawnbroker license:**

11.5.12. **Buy & Sell Old Gold:**

11.5.13. **Exterior Vending Machines**

12. MOTIONS AND ORDERS

12.1. ORDERS

12.1.1. Order – Authorize Mayor to execute easements relative to real property located on 90-98 and 100 Washington st; Map 309, Block 1, Lot 9 and Map 309, Block 1, Lot 10 to allow the City to work with the property owner on alleyway lighting

12.1.2. Order – Transfer \$30,347 from Capital Projects account to the following
Capital Account: *Air Conditioner Police Computer Room* \$30,347

12.1.3. Order-Authorize payment of bills of the previous/current year departmental appropriations as listed:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Collins, Loughran & Peloquin	\$5,450.00	Law Department
Kelley & Ryan Associates Inc	\$554.60	Treasurer
Nutter McClennen & Fish	\$2,102.90	Wastewater
Nutter McClennen & Fish	\$1,147.50	Wastewater
PestEnd	\$85.00	Public Property
Phenova	\$274.00	Water Department
Wright-Pierce	\$1902.42	Wastewater

Attachments



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, September 12, 2017 at 7:00 PM
City Council Chambers, 4 Summer St, Room 202

12.2. MONTHLY REPORTS

12.2.1. Abatement report from Board of Assessors for month of August 2017

Attachment

13. COMMUNICATIONS FROM COUNCILLORS

13.1. Communication from Councillor Macek requesting to introduce Superintendent James Scully to give an update on this year's school opening

13.2. Communication from Councillor LePage requesting a discussion about the *Green Communities Program*

13.3. Communication from Councillor Bevilacqua requesting a discussion regarding pavement striping and signage at South Main Street, Bradford Square

13.4. Communication from Councillor Bevilacqua requesting a discussion regarding Council actions

Attachments

14. UNFINISHED BUSINESS OF PRECEDING MEETINGS

14.1. Document 103-J – Communication from Councillor Sullivan requesting a discussion about school bus drop off/pick up safety at all public schools

Postponed from September 5th

Attachment

15. RESOLUTIONS AND PROCLAMATIONS

NO SCHEDULE

16. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

NO SCHEDULE

17. DOCUMENTS REFERRED TO COMMITTEE STUDY

18. ADJOURN

Hearing September 12

2017

F.1

Valentine Kong

Dream Team Auto Group LLC

100 White Street

Haverhill, Ma

City of Haverhill

City council

4 Summer Street

Haverhill, Ma

Dear Mr. Chairman

Subject: 100 White Street Haverhill MA motor vehicle Class 11 License.

I am submitting this letter to ask your permission to operate a used car class 11 license .In the above premises located at assessors plan 608 block 485 lot 1. Enclosed please find the lot plan that allows the site to have 9 spaces for car sales 2 spaces for employees and 2 spaces for customers. I have invested over \$100000 to purchase the building and a mortgage that is due in five years. I am willing to do whatever the city council requires from me to attain my dream.

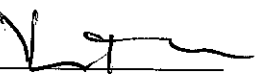
On March 13 I became part of White Street I assure the council to be the best in providing exceptional services in my small business . Also, I hereby waive the 65 day hearing requirement.

Please consider my request and help me establish my business in the city of Haverhill

Yours sincerely

Valentine Kong.

Signature



Date

7/30/2017

IN CITY COUNCIL: August 8 2017

VOTED: that COUNCIL HEARING BE HELD SEPTEMBER 12 2017

Attest:

City Clerk



R.A.M. ENGINEERING

ROBERT A. MASYS, P.E.

160 MAIN STREET
HAVERHILL, MA 01830

TEL: 978-372-0449

FAX: 978-372-7183

RAMASYSPE@AOL.COM

Land Description for 100 White Street

Assessors Plan 608, Block 485, Lot 1

BEGINNING at the Northwesterly intersection of White Street and Cedar Street,

Thence, westerly, along the northerly side of White Street, a distance of seventy-six (76) feet, to a point,

Thence, northerly, along property now or formally of Bruno, a distance of sixty-eight (68) feet, to a point,

Thence, easterly, along property now or formally of Singh, a distance of eighty (80) feet , to a point on the westerly side of Cedar Street,

Thence, southerly, along the westerly side of Cedar Street, a distance of sixty-eight (68) feet, and to the point of beginning.



Haverhill

License Commission, Room 118
4 Summer Street, Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License_comm@cityofhaverhill.com

Building Inspector Sign off for Car Dealer Application:

Name of Applicant: VALENTINE T KONG SR

Proposed business location: 100 WHITE ST

Plans reviewed by: yes go

Is location properly zoned? Yes: No:

Was Special permit or exception granted previously?

Yes: No: Not Applicable:

If yes is this special permit or exception still applicable to this property to allow for the sale of motor vehicles?

Yes: No: Not Applicable:

Is a special permit required for this location to apply for a license to sell motor vehicles?

Yes: No: Not Applicable:

List the number of vehicles required/allowed on the lot for the following:

Employee parking: 2

Customer parking: 2

Display of Cars for sale/service: 2930

Comments/Requirements for the License Commission to review:

[Signature]
Building Inspector

7/21/17
Date



Haverhill

Linda L. Koutoulas, City Clerk
City Clerk's Office, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com
September 8 2017

To: City Councillors

From: City Clerk's Office

Re: **Application** - Petition from Valentine Kong/Dream Team Auto Group LLC, requesting Special Permit for Used Car license at 100 White st; for 9 spaces for car sales; 2 customer spaces and 2 spaces for employees

Project Reference - Valentine Kong - Dream Team Auto

Street Location - 100 White st

***Public Hearing-Tuesday, September 12 2017**

Enclosed please find reports as received from the various Departments with respect to this Special Permit



Haverhill

Economic Development and Planning

Conservation Department

Phone: 978-374-2334 Fax: 978-374-2366

rmoore@cityofhaverhill.com

conservation@cityofhaverhill.com

MEMO TO: William Pillsbury, Economic Development & Planning Director
FROM: Robert E. Moore, Jr., Environmental Health Technician
DATE: August 30, 2017
RE: Special Permit – Parcel ID: 608-485-1
Valentine Kong for 102 White Street

The Commission reviewed the forwarded information relative to the subject application at its August 24th meeting. There do not appear to be any wetland issues associated with the applicant's proposal. Therefore, the Conservation Commission offers no objections to the proposed special permit.



James J. Fiorentini
Mayor

William F. Laliberty
Fire Chief

Haverhill Fire Department

Fire Prevention / Investigation Unit

D/C Eric M. Tarpy
Lieut. Roger E. Moses
Insp. Johnathan W. Pramas
Insp. James Graham



4 Summer St, Room 113
Tel: (978) 373-8460
Fax: (978) 521-4441

August 28, 2017

William Pillsbury, Planning Director
4 Summer Street, room 201
Haverhill, MA 01830

Re: Valentine Kong- Dream Team Auto Group LLC

2017AUG28PM1243HAVCITYC

This Special Permit is for Used Car license at 100 White St.; for 9 spaces for car sales; 2 customer spaces and 2 spaces for employees.

Plans approved by the fire department are approved with the intent they comply in all respects to 780 CMR 527 CMR 1.00, MGL Chapter 148 and any City of Haverhill ordinance. Any omissions or errors on the plans do not relieve the applicant of complying with applicable requirements.

I have reviewed the submitted plans for the address stated above and in the interest of public safety, have the following comments:

- The fire department has no comments at this time in the permit process but reserves the right to comment on matters which the fire department is required to comment on and or approve.

Respectfully,

Eric M. Tarpy
Deputy Fire Chief
Haverhill Fire Prevention Division



Haverhill

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

September 8, 2017

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

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

SUBJECT: Used Car Special Permit – 100 White Street

The applicants request is for a used car lot at 100 White Street.

Based on the plan presented and the parking and layout configuration presented I have no objection to the granting of the special permit at this time

RECOMMENDATION: Approve the special permit.



Haverhill

9.1

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

Haverhill City Council Public Participation Application

Date of Application: 9 / 6 / 17

Full Name: GARY ORTIZ

Address: 19 13TH AVE

Phone: 978-390-2864

Email: GOTAKACCOUNTING@YAHOO.COM

Please provide information as to intended topic of discussion – please be specific. If possible, please include departments involved in discussion as well as any information requested relating to the topic:

to Reduce the crime in the area I think is a good
idea to change Franklin St. North St & Nichol St.
to go one-way; it also will help with the winter
time parking.

Your request will be reviewed for compliance with the Open Meeting Law and then referred to the Council President or designated alternate for final review and scheduling.

"Meeting notices must be posted in a legible, easily understandable format; contain the date, time, and place of the meeting; and list all topics that the chair reasonably anticipates, 48 hours in advance, will be discussed at the meeting. The list of topics must be sufficiently specific to reasonably inform the public of the issues to be discussed at the meeting." From Open Meeting Law, M.G.L. c. 30A, §§ 18-25

Please sign here:

A handwritten signature in black ink, appearing to be "G. Ortiz", written over a horizontal line.



City Of Haverhill, MA
 Engineering -- Division
 Date produced: 9/6/2017

WINTER ST

0 162.5 325 650 Feet

1 inch = 239 feet



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

Hearing October 31 2017
FIGIORELLO & MIGLIORI
ATTORNEYS AT LAW

KAREN L. FIGIORELLO
kfiorello@fimidlaw.com

FIREHOUSE CONDOMINIUMS
18 ESSEX STREET
HAVERHILL, MASSACHUSETTS 01832

TEL 978/373-3003 FAX 978/373-3006
August 30, 2017

MICHAEL J. MIGLIORI
mmigliori@fimidlaw.com



Hand Delivered

John A. Michitson, President
Haverhill City Council
4 Summer Street
Haverhill, MA 01830

Re: Special Permit, 108 Harrison Street
Owner: Storehouse Properties LLC
Applicant: Common Ground Development
Parcel ID: 306-77-14

Dear President Michitson:

Please be advised this office represents Common Ground Development, Applicant regarding property located on 108 Harrison Street and being shown on Haverhill Assessor's Map 306 Block 77 Lot 14.

Common Ground Development is requesting a Special Permit from the City of Haverhill to construct twenty-five (25) workforce rental units. Thirteen (13) of the units will be located in the Saint Gregory's a/k/a Saint James School building and twelve (12) units will be located in the new construction building, all as shown on the attached plans

The property at 108 Harrison Street is located in the "RU" Zoning District.

Kindly refer this matter to the Planning Board for its review. I have enclosed the appropriate plans, reports and fees in connection with the requested Special Permit.

The applicant further agrees to waive the statutory requirement for the Haverhill City Council to hold a hearing on the matter within sixty-five (65) days.

Should you have any questions or need any additional information, please don't hesitate to contact me.

Thank you for your consideration in this matter.

Sincerely yours,

Michael J. Migliori

MJM/dma

Enc.

c.c.: William Pillsbury
Economic Development and Planning

Ron Hall DAR - APR

under \$2500-

cash \$150
PA

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

11.2.11

Name of Organization: Kimball Farm

Address of Organization: 791 East Broadway Haverhill, MA

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

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

EVENT INFORMATION

Requesting permit for (List type of event):

FOAM FEST

Date of Event: Sept. 16, 2017 Time of Event: 8:00 am to 8pm

Location of Event: 791 East Broadway Haverhill, MA 01830
Indoor: Outdoor: ✓

Name and Address of the Owner of the Property: Tyler Kimball
791 East Broadway Haverhill, MA 01830

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

Number of Anticipated Attendees: 1000
Number of Parking Spaces available on Site: 2000+

Have arrangements been made for offsite parking? Yes _____ No ☒

If yes, please give details of the offsite parking: all parking will be at Kimball farm

Are there charges or fees for parking? Yes ☒ No _____ If yes, list charges/fees \$10.-

Please identify the plans for solid waste disposal and recycling:

Pontchartré Hauling

Number of public restrooms available: Permanent _____ Portable 25 units

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

Are you requesting that the fees be waived? Yes _____ No ☒
If yes, please list specific fees along with dollar amount you are requesting waived:


N/A

(This request can only be made for City sponsored events or by registered non-profit groups conducting events for wholly charitable purposes only – Nonprofit organizations must submit name, addresses of organization along with the names of executive officers and board members. \$50 non-waivable application fee must be paid upon submission of application)

Authorized Person: Tyler Kimball

Address of Authorized Person: 791 East Broadway

Telephone #/Cell #/Pager # (Indicate if Pager): 978 807 3211

Social Security Number of Authorized Person: 

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

APPROVALS:

Fire Chief:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Recreational Director: Required for all recreational facilities:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Police Chief:

Reviewed: 9/6/17 Approved: ☒ Denied: _____

Comments/Conditions/Requirements: _____

Required - Traffic and Beer Garden Events

Health Inspector/Board of Health:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Building Inspector:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Public Works Director:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

APPROVALS:

Fire Chief:

Reviewed: 9/5/2107 Approved: _____ Denied: _____

Comments/Conditions/Requirements: This event needs an EMS Plan that does not include the 4 dedicated City ambulances from Trinity. It also needs permits from the Fire department for liquid propane use. Approval only after those issues are addressed. WFL

Recreational Director: Required for all recreational facilities:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Police Chief:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Health Inspector/Board of Health:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Building Inspector:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Public Works Director:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Linda Koutoulas

From: William Laliberty <wlaliberty@haverhillfire.com>
Sent: Thursday, September 7, 2017 9:16 AM
To: Linda Koutoulas
Subject: Foam Fest 2017

Good Morning Linda

I met with Tyler Kimball and he has addressed the EMS issue 1 BLS ambulance for 8 hours, 1 ALS ambulance for 4 hours and a Firefighter detailed to coordinate any EMS issues between the event and the Fire Department. He is also looking into the fire permits for liquid propane use for the food vendor.

I am satisfied that this Tyler has addressed the issues.

Respectfully,

Fire Chief William F. Laliberty
4 Summer St, room 113
Haverhill, MA 01830
Office: (978) 373-8460
Fax: (978) 521-4441

APPROVALS:

Fire Chief:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Recreational Director: Required for all recreational facilities:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Police Chief:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Health Inspector/Board of Health:

Reviewed: _____ *Approved: ☒ Denied: _____

Comments/Conditions/Requirements: _____

* conditionally this dept. met with Tyler on 9/6
he is aware of what is required
for approvals

Building Inspector:

Reviewed: ☒ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

APR approval?
is this correct San Francisco A.P.R.

Public Works Director:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Linda Koutoulas

From: Kennedy, Gerard (AGR) <gerard.kennedy@state.ma.us>
Sent: Thursday, September 7, 2017 5:17 PM
To: cityclerk@cityofhaverhill.com
Subject: RE: Special Permit Kimball Farms

Kimball Farm Special Permit for the 5K Foam Fest was signed and issued today.

From: Kennedy, Gerard (AGR)
Sent: Wednesday, September 06, 2017 5:38 PM
To: 'cityclerk@cityofhaverhill.com'
Subject: Special Permit Kimball Farms

Ms. Koutoulas: As I discussed with you over the phone this afternoon, the Department of Agricultural Resources is working on a Special Permit for Kimball Farm's 5K Foam Fest. The Commissioner has approved the Special Permit for the event on September 16 in concept and we are working with our legal staff to finalize an official permit, which we hope to have by Thursday (9/7) afternoon for the event. I can certainly let you know once the permit has been issued. Please let me know if you have any questions

Gerard Kennedy
Director
Division of Agricultural Conservation and Technical Assistance
Massachusetts Department of Agricultural Resources
251 Causeway Street
Boston, MA 02114-2151
TEL: 617-626-1773
FAX: 617-626-1850
Email: gerard.kennedy@state.ma.us
Web: www.mass.gov/agr

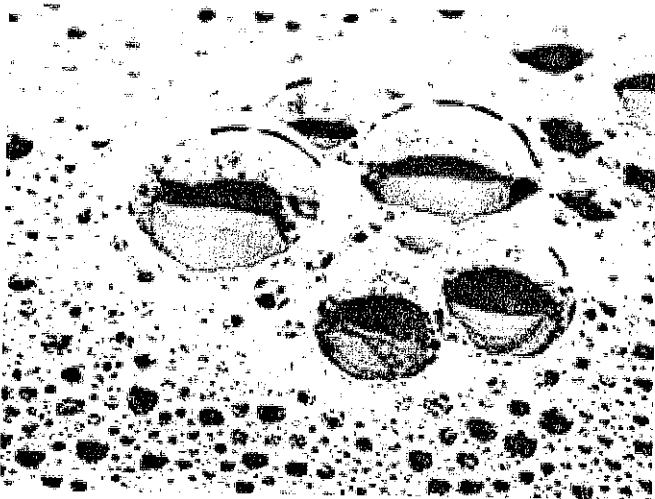
Linda Koutoulas

From: Mike Stankovich <mstankovich@cityofhaverhill.com>
Sent: Wednesday, September 6, 2017 2:08 PM
To: Linda Koutoulas
Subject: RE: Foam Fest

Linda,

Ok with DPW.

Mike



From: Linda Koutoulas [<mailto:LKoutoulas@cityofhaverhill.com>]
Sent: Wednesday, September 06, 2017 1:58 PM
To: Richard MacDonald; Mike Stankovich
Subject: Foam Fest

Richard and Mike:

We have received approval for the Foam Fest at Kimball Farm from DAR/AGR, Police and Fire (all with conditions).

Please send me any comments or conditions before Friday at noon as this will be on next week's agenda.

Thank you!

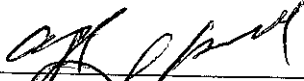
Linda

Linda L. Koutoulas
Haverhill City Clerk
4 Summer St, Room 118
Haverhill MA 01830
PH: 978-374-2312
Fax: 978-373-8490

General Release & Indemnity Agreement

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

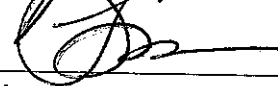
Signature of Authorized
Agent of Organization:



Date:

9/5/17

Signature Witnessed By:



Date:

9/5/17

City Council will hear this request for application on:

_____ at _____
(date) (time)

Applicant must attend: Yes ☒ No ☐

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

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

OFFICE USE

PERMIT

Permit approved on: _____ Number of Detail Officers: _____

Proof of Insurance: Policy Number _____ Expiration date _____

Attendance Limited to: _____

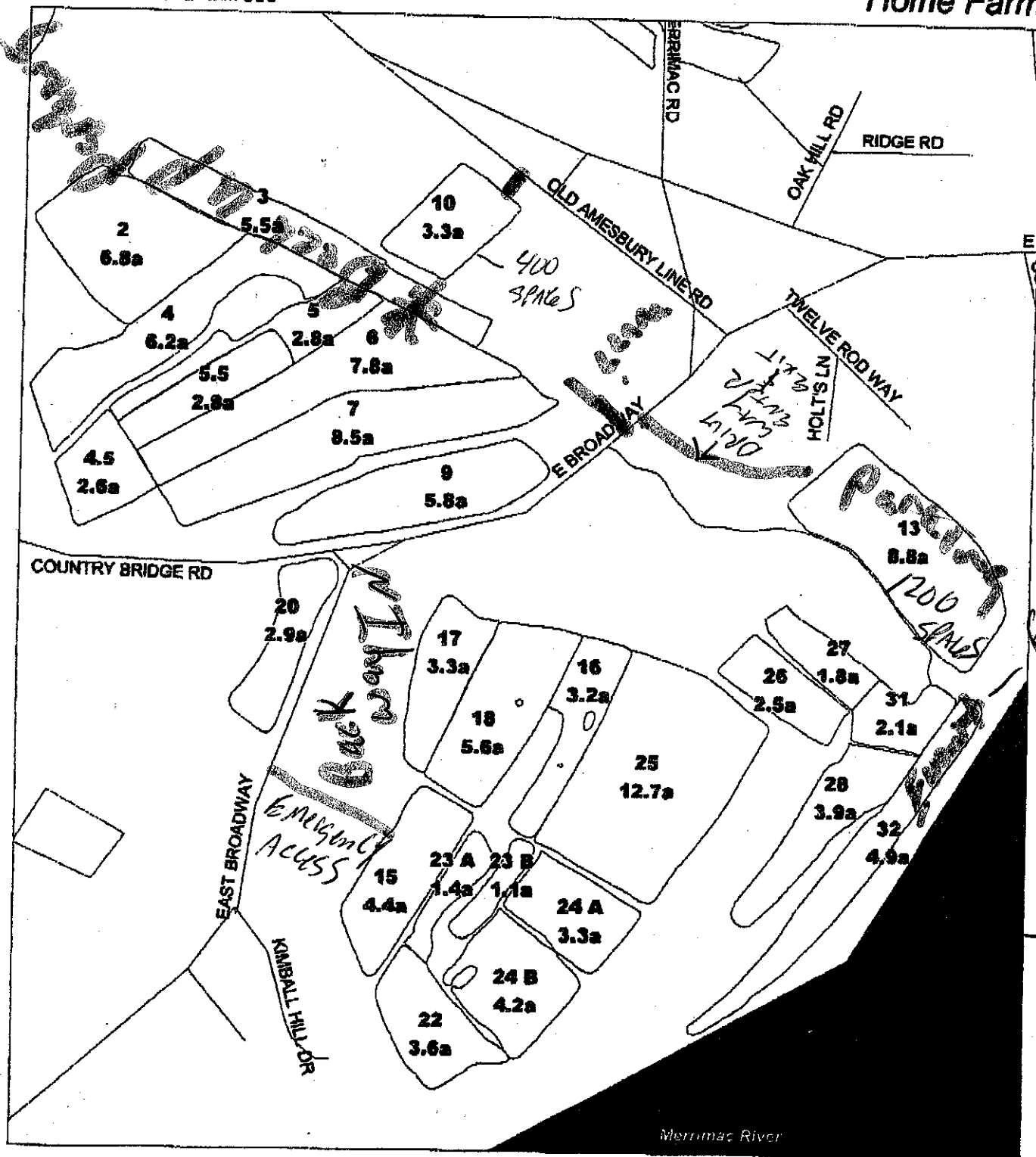
Other Conditions/Requirements: _____

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

Signed: _____ Issued on: _____
City Clerk

Kimball Farm

Home Farm



121.8

GPS Field Mapping By
CAROVAIL Fertilizer

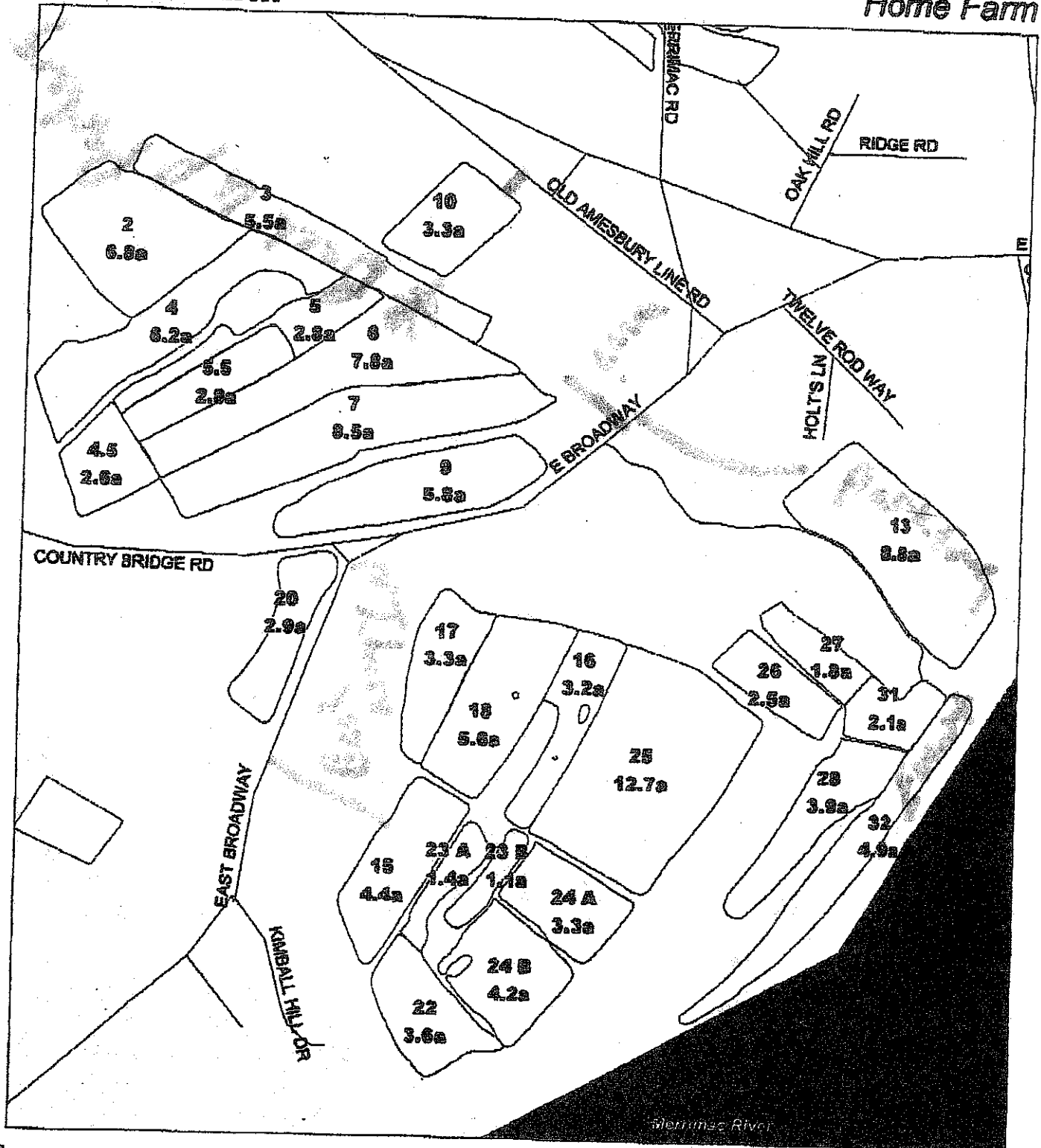


CaroVail
P.O. Box 483
Salem, NY 13865
1-800-390-1830

330.3

Kimball Farm

Home Farm



121.8

GPS Field Mapping By
CAROVAIL Fertilizer



CaroVail
P.O. Box 483
Salem, NY 12865
1-800-390-1830

330.3

5K FOAM FEST VENUE USAGE CONTRACT

THIS CONTRACT IS MADE IN DUPLICATE this 3rd day of January, 2017.

Between:

Kimball Farms (hereinafter referred to as "LESSOR")

And

365 Sports USA Inc. (hereinafter referred to as "LESSEE")

1. **Commencement, Term of Contract:** This Agreement shall commence on the date signed by both parties.

2. Definitions

- a. **Contract** means this Contract, the Schedules attached hereto and any Change Order when such Change Order is executed.
- b. **Event Dates** mean: Monday September 11th, 2017 - Monday September 18th, 2017 for the purposes of setting up, activating and tearing down the Event: 5K Foam Fest.
- c. **Event** refers to the "The 5K Foam Fest," designed, organized and operated by the LESSEE is to be held Saturday September 16th, 2017 from 6am to 7pm.
- d. **Effective Date** means the date this Agreement is signed by both parties.

e. **Event Site** refers to LESSOR-owned lands located at:

Kimball Farms
791 E Broadway
Haverhill, MA 01830

3. Entire Agreement

The contract between LESSOR and LESSEE incorporates this Agreement, any schedules as required and any Change Orders executed in accordance with the terms of this Agreement (the "Contract").

LESSOR has elected to enter in to a Contract agreement with the LESSEE. In consideration of their respective obligations set out below, both parties hereto agree as follows:

- * The contract represents the entire agreement between the parties regarding the Services and replaces any prior understanding or agreement, collateral, oral or otherwise, with respect to the Services, existing between the parties at the Effective Date of this Agreement.
- * Any modifications to the Contract shall be in a written agreement ("Change Order"), signed by both parties. No modifications shall be effective or shall be carried out in the absence of such an agreement.
- * LESSOR or LESSEE may terminate the contract no fewer than 3 months (90 days) prior to the commencement of the event dates with written notice to the other party.
- * Any notice required to be given under this agreement shall be in writing and be delivered by personal delivery or by email to the parties. Notices shall be sent to the following addresses:

LESSOR: Kimball Farms
ATTN: Tyler Kimball
791 E Broadway
Haverhill, MA 01830

LESSEE: 365 Sports USA Inc
ATTN: Tony Smith
71 Edwin Street East
Meaford, ON N4L 1C4

4. General Provisions

- a. LESSEE shall hereafter indemnify and hold harmless LESSOR and its respective directors, officers, employees, servants, agents, consultants, contractors, representatives and each of their successors and assigns from and against all loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, liability, interest, liens, claims or demands (including any breach thereof) from the use of the license.
- b. LESSEE at their own expense, shall comply with all applicable statutes, rules, regulations, bylaws, policies, orders, approvals, directives and other legal requirements (collectively "Laws"), including Laws relating to the protection, conservation or restoration of the environment ("Environmental Laws"), that are applicable to the work carried out.
- c. LESSEE agrees to indemnify and hold harmless LESSOR, their employees, servants or agents, against all suits, actions, claims, costs or demands (including without limitation, suits, actions, claims, costs or demands for death, personal injury and property damage whether caused by the negligence of LESSOR or otherwise) arising or resulting from or in any way connected with, such use, made or brought by any person, including, if applicable, employees, guests or invitees of LESSEE.

5. Insurance:

LESSEE shall provide, maintain, and pay for the insurance coverage specified below. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the Event until the end of the event. Prior to commencement of the Event, upon request and upon placement, renewal, extension or amendment of all or any part of the insurance, shall promptly provide LESSOR with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer, together with copies of any amending endorsements.

a. General Liability Insurance

Commercial General Liability Insurance shall be in the name of the LESSEE. LESSOR shall be named as additional insured. *Kimball Furnis*. Limits shall be no less than \$10,000,000 per occurrence, with a property damage deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance required by IBC Form 2100, or its equivalent replacement, provided that IBC Form 2100 shall contain the latest edition of the relevant CECOC endorsement form.

* To achieve the desired limit, umbrella or excess liability insurance may be used.

- a. When the LESSEE maintains a single blanket policy, the LESSOR (*Kimball Furnis*) named as additional insured is limited to liability arising out of the services and all operations necessary or incidental thereto. The policy shall be endorsed to provide the Owner with no less than thirty (30) days notice in writing in advance of any cancellation and of change or amendment restricting coverage.

b. Automobile Liability Insurance

Automobile liability insurance in respect to licensed vehicles (owned and non-owned) shall have limits of no less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by 365 Sports USA Inc. (LESSEE), and endorsed to provide LESSOR with no less than 30 days' written notice in advance of any cancellation, change or amendment restricting coverage.

IF LESSEE fails to provide or maintain insurance as required by this agreement, then LESSOR shall have the right to provide and maintain such insurance and give evidence to LESSEE. LESSEE shall pay the cost thereof to the LESSOR on demand or LESSOR may deduct the amount which is due at may become due to LESSEE.

All insurance shall (a) be issued by an insurance company licensed to conduct business in the State of MA (b) constitute primary coverage and not coverage in excess of, or co-coverage with, any insurance otherwise available to the LESSOR; (c) contain cross-liability and severability of interest provisions; and (d) be endorsed to provide LESSOR with at least thirty (30) days prior written notice of any cancellation or adverse change in coverage other than cancellation for non-payment of premium, in which case the advance notice time shall be ten (10) days.

6. Covenants

6.1 "LESSOR" COVENANTS

- a. LESSOR will host the Event and give LESSEE exclusive rights to promote and operate the The 5K Foam Fest on LESSOR-owned, leased lands.
- b. LESSOR will close all designated trails to the public for the duration of the Event. No on venue activities (hiking, hiking, hunting) will be in operation without full approval from LESSEE.
- c. LESSOR will provide ample parking for event staff and participants.
 - * LESSEE will be responsible for managing parking and collecting revenue from parking.
 - * Parking Net revenue will be split 50/50 between LESSOR and LESSEE.
- d. LESSOR will not be held responsible for any promises, compensation or obligations made with outside parties on its behalf by LESSEE, except as set out in contracts duly signed by LESSOR.
- e. LESSOR will maintain The 5K Foam Fest (365 Sports USA, Inc.) as sole LESSEE to conduct an Obstacle Course Run on leased property(s) where inflatable obstacles and/or foam are used.
- f. LESSOR will provide access to electrical power, water and space for Operations room (included in venue fee).
 - * LESSEE has access to LESSOR's water system (if applicable) and water source for event.
- g. LESSOR will provide waste bin and dispose of all waste for \$600.
- h. LESSOR will allow the LESSEE to drive UTV's and other vehicles on property for obstacle placement.
- i. LESSOR will get LESSEE all necessary permits to operate the event at the cost of the LESSEE.
 - * All applications and costs associated will be presented by the LESSOR to the LESSEE for approval prior to completing the applications.
- j. LESSOR will be responsible for managing Food/Beverage, including Liquor on event day.
 - * Net revenue from Food/Beverage (including Liquor) will be split 50/50 between LESSOR and LESSEE.
 - * LESSEE has permission to have Sponsored Vendors on site with approval by LESSOR.

6.2 "LESSEE" COVENANTS

- a. LESSEE is solely responsible for promoting this event, registering participants and collecting all applicable fees.
 - * LESSOR agrees to assist in marketing and promoting the event through their customer base, social media and website channels, to heavily market and ensure success of this event.
 - * LESSEE agrees to promote the event in any newsletter, mailing list and other forms of marketing avenues that it has access to.
 - * LESSEE agrees to provide a link from their website to LESSOR's website. LESSEE also agrees to include LESSOR in their promotional materials for this event.
 - a. Use of LESSOR logos are subject to prior approval by LESSOR.
- b. LESSEE will use Kimball Farms Staff when possible at a rate TBD.
- c. Design, development, and signage of all trails are the responsibility of LESSEE. Course routes, development and maintenance are subject to approval by LESSOR.
 - * All terrain modifications on site must be approved by LESSOR.
 - * LESSEE will supply LESSOR with course map, description of obstacles 2 weeks prior to event.
- d. LESSEE will return the Event Site to the LESSOR in the same condition as received or as near as reasonably possible. It is understood that a considerable amount of wear and tear will be done to the grass, trails, and associated course paths during the run.
 - * LESSEE will reconcile any land dug for pits, crawls, or whoops.

- LESSEE shall remove all personal property, trash, and other items that were not present on the event site prior to the event dates.
- e. LESSEE is responsible for the provision and supervision of all safety services, including but not limited to: Emergency Medical Services personnel, First Aid stations, and Event Security, at their cost.
 - LESSOR is to receive a copy of safety and security occurrence reports. If
 - Roadways must be passable and accessible to LESSOR's vehicles and emergency vehicles (at all times) during the event dates.
- f. LESSEE is responsible for obtaining a signed waiver from each event participant.
- g. LESSEE covenants, agrees and acknowledges it shall comply with, obtain and adhere to any and all Federal, State (MA) and County, ordinances, by-laws, regulations and all other approvals, permits licenses and authorities applicable to this Agreement.
- h. LESSEE will carry out its duties in a manner consistent with goals, objectives, policies, regulations of LESSOR.
- i. LESSEE has right to photograph/video 5K Foam Fest participants and 5K Foam Fest festivities at the venue.
- j. Any Vendors that are contracted by LESSEE for the event must provide proof of insurance with a minimum amount of two million dollars (\$2,000,000.00), naming the LESSOR as additional insured. This insurance must be submitted to LESSOR a minimum of two (2) weeks prior to the Event date.
- k. Festivities and Event to close no later than 7:00 p.m. on September 16th, 2017 with all obligations of the LESSEE for clean-up, removal of trash, sign and restoration as required herein to be completed no later than 10:59 p.m. on September 16th, 2017.

7. Cancellation:

- a. **FOR CAUSE:** Prior to September 1st, 2017 if either Lessee or Lessor discovers concrete evidence or receives reliable information that the other party to this contract has violated or intends to violate some portion of this contract, has misrepresented him/herself, will be unable to perform on this contract, or in the past has failed to perform on similar contracts, Lessee or Lessor shall present such evidence to the other party as soon as possible and is entitled to receive further reasonable assurances of performance and good faith before September 1st, 2017. In the event Lessee or Lessor is unsatisfied or the other party fails to provide adequate reasonable assurance by, Lessee or Lessor may in its discretion and good faith cancel this agreement and receive a refund of all monies paid to the other party as well as any expenses incurred as a result of such cancellation.
 - i. **Force majeure:** If as a result of unforeseeable or uncontrollable events including, but not limited to, severe accidents, acts of war or terrorism, military or armed conflicts, insurrections, rebellions, riots, explosions, lightning, earthquakes, fires, severe storms or floods, or if in the discretion of the Lessee or Lessor any such events require cancellation of the event for safety or security reasons, the event will be moved to another date mutually agreed upon by the parties, or the Lessor will refund the deposit and will not be entitled to lost profits.
- b. **WITHOUT CAUSE:**
 - i. **LESSEE:** If Lessee cancels this contract without cause on or before September 1st, 2017, Lessee will be entitled to a refund of all amount(s) of Deposit. If Lessee cancels this contract after September 1st, 2017, Lessor is entitled to retain the full amount(s) of the deposit.

- ii. LESSOR: If Lessor cancels this contract without cause on or before September 1st, 2017, Lessee shall be entitled to a full refund of the deposit amount(s). If Lessor cancels this contract after September 1st, 2017, Lessee shall be entitled to a full refund of the deposit amount as well as any expenses incurred or profits lost because of such cancellation.
- iii. FAILURE TO PERFORM: If either party fails to adequately perform on the terms and conditions of this agreement, the opposing party shall be entitled to expenses incurred and lost profits as a result of such failure.

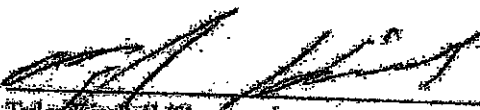
8. Fees:

- The LESSEE agrees to pay the LESSOR \$3 per person for the use of the facility.
- Once the LESSEE reaches 1000 participants, the LESSEE will pay the LESSOR the first \$3000 as a deposit.
- The remainder of the venue fee (\$3 per person) will be paid upon close of registration and once final invoice is received from the LESSOR.
- LESSOR will allow LESSEE to extend the 5k Foam Fest event to a second day (if needed) with the same terms and agreement.

IN WITNESS WHEREOF THE PARTIES HAVING AUTHORITY TO BIND THEIR RESPECTIVE ORGANIZATIONS HERETO SET THEIR HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

Kimball Farms

Date: 9/1/17


Tyler Kimball (Signature)

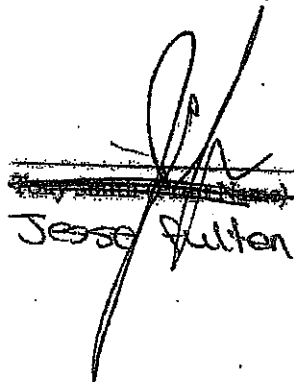
Tyler Kimball
Tyler Kimball (Print Name)

365 Sports USA, Inc.

Date: 09/01/2017


Jesse Fulton (Signature)

Jesse Fulton - President


Jesse Fulton (Signature)
Jesse Fulton - President



INSURANCE BINDER

DATE (MM/DD/YYYY)

SEP 1 17

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

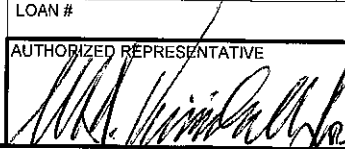
AGENCY R. B. KIMBALL INSURANCE AGENCY, INC. 107 MERRIMACK ST HAVERHILL MA 01830-6208		COMPANY USLI SPEICLA EVENTS POLICY		BINDER # 3829	
PHONE (A/C, No, Ext): (978) 374-6365		FAX (A/C, No, Ext): (978) 374-7769		DATE EFFECTIVE TIME	
CODE:		SUB CODE:		DATE EXPIRATION TIME	
AGENCY CUSTOMER ID: 3585		SEP 16 17 12:01		SEP 17 17 12:01 AM	
INSURED KIMBALL FARM FEED II INC & KIMBALL FARM ETAL TYLER C. KIMBALL & JUDITH B KIMBALL 791 EAST BROADWAY HAVERHILL MA 01830-1811		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: BINDER IF ISSUES IS PERMITTED			
DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) ONE DAY LIQUOR LICENSE - 5K FOAM FEST - 365 SPORTS USA INC ONE DATE EVENT " THE 5 K FOAM FEST "					

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC.				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> ONE DAY LIQUOR LICENSE	09/16/2017 TO 09/16/2017 ONE DAY RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$	500,000 50,000 5,000 1,000,000 1,000,000 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$	
AUTO PHYSICAL DAMAGE COLLISION: OTHER THAN COLL:	DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER	\$ \$ \$	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION	\$ \$ \$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$	
SPECIAL CONDITIONS/ OTHER COVERAGES	ONE DAY LIQUOR LICENSE - VALID ONLY IF THE EVENT IS GRANTED AN APPROVAL FOR THE EVENT BY THE CITY OF HAVERHILL	FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$	

NAME & ADDRESS

CITY OF HAVERHILL - CLERKS OFFICE 4 SUMMER STREET, ROOM 118 HAVERHILL, MA 01830 TEL 978-374-2312 FAX 978-3738490 CITY CLERK & LIQUOR COMMISSION	<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	
	MA 1720699 - NH 0384345	



City of Haverhill
Application for Permit

11.2.2

Name of Organization	Rebecca Azia-Donahue		
Address of Organization	6 Pamela Ln		
Requesting Permit for (List Type of event)	Block Party	Date & Time	Sept 16 2pm - 4pm
Location of Event	Pamela Lane Haverhill		
Authorized or Contact Person	Rebecca Azia-Donahue	Telephone/Cell #/Pager # (Indicate if pager)	617 388 8742

close meet
w/ 6-10 (deed and)

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

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

General Release & Indemnity Agreement

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

Signature of Authorized Agent of Organization: Rebecca Azia-Donahue Date: 8.28.17

Signature Witnessed by: [Signature] Date: 8/28/17

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		

2017AUG28PM0949-HAV-CITY



City of Haverhill

Application for Permit

ATTENTION ANTHONY HALL

11.2.3

Name of Organization	Neighbors of 18th Ave		
Address of Organization	20-18th Ave		
Requesting Permit for (List Type of event)	Neighborhood party	Date & Time	9/16/17 1-5 PM
Location of Event	to be held between 20, 23 & 24 18th Ave highway deep to put cones at both ends of street		
Authorized or Contact Person	Sharon Colby	Telephone/Cell #/Pager # (Indicate if pager)	978 521 4504

party will not block the street in case of emergencies vehicles will be able to pass, as well as residents highway deep will remove cones as well.

(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	Comments/Restrictions

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: Sharon Colby Date: 8/29/17

Signature Witnessed by: Ashley Genet Date: 8/29/17

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: _____
City Clerk

Seal



2017AUG03am 11:24
Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License comm@cityofhaverhill.com
www.ci.haverhill.ma.us

ONE DAY LIQUOR LICENSE

Business/ Organization Information

Business/Organization Name: _____

Address: _____

n/A

Individual Applicant Information

Individual's Name: Christina Bontempo

Mailing Address: 237 Crescent Avenue #3 Beverly, MA 02153

Telephone: 617-429-7190

Is the Applicant a US Citizen? Yes ☒ No ☐

E-Mail Address: ChristinaBontempo@gmail.com

Event Information

Date of Event: 09/21/17

Start Time: 530pm

End Time: 10pm

Location of Event: Winnickanni Castle

Purpose of Event: Wedding Reception

Will there be music or entertainment? Yes ☒ No ☐

Is the event being catered? Yes ☒ No ☐

Name of Caterer: Blackstrap, Winthrop, MA

Approximate number of People Attending

Adults: 65 Children: 10

Type of License (circle one)

One-Day All-Alcoholic One-Day Beer and Wine Charitable Wine Pouring Charitable Wine Auction

Purchase and Service

Alcohol for a one day license cannot be donated. The alcohol must be purchased. All receipts for purchase of alcohol must be submitted to the Clerk's Office by 4:00 PM the last business day before the event



Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License_comm@cityofhaverhill.com
www.ci.haverhill.ma.us

Where is the liquor being purchased from?

MUDC/Martignetti

All alcohol must be purchased through a licensed wholesaler. If the above-listed business is not a licensed wholesaler, then this application will not be approved

Who will be serving the alcohol?

Butlers & Bars

The server must be certified in safe service of alcohols (commonly referred to as TIPS certified) Please attach a copy of the certification for each server listed above.

Please attach a copy of the liquor liability insurance held by the server/applicant

If the server does not have liquor liability insurance, then the application will not be approved

Determination of License Requirements

Is the event held by, or held for the benefit of a business or non-profit group?

	Yes	No
Business:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Non-Profit:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will there be a cash bar?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there an entrance fee or donation required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the event open to the general public?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to ANY of these questions is YES:

- A One-Day Special License is required. License applications must be put before the License Commission.
- If the event is on city property, approval from City Council and the Mayor is also required.
- The licensee must purchase all alcohol from a *licensed wholesaler*.
- *A copy of the receipts for alcohol purchases are due to the City Clerk's office no later than 4 pm on the workday before the event.*

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the City of Haverhill.

Signature:

Christina Bontempo

Please contact the City Clerk's Office for any licensing questions



Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License_comm@cityofhaverhill.com
www.ci.haverhill.ma.us

Official Use Only

Approval

[Signature] 8/2/17
Chief of Police Date

Joseph C. Edwards 9/7/17
License Commission Date

City Council (City Property) Date

Mayor (City Property) Date

Additional Conditions for License: _____



Haverhill

11.4.17

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

Date: 9-1-17

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks to receive a license for **TAG DAYS**
pursuant to Chapter 227 of Haverhill City Code

Organization: MHS Rowing Parents Association Applicant's Name: Bridget Lacefield
Applicant's Residence (must be Haverhill resident): 20 Garrison Ave, Haverhill
Applicant's Signature: [Signature]

(3 CONSECUTIVE DAYS ONLY)

Date of Tag Day Request(s): Nov 3, 4, 5 *Change of pre-approved dates of Nov 17, 18, 19 - 2017
Canister: _____ Tag: ✓ Fee: \$ MC

ON STREET LOCATIONS ARE NO LONGER PERMITTED - SEE DOC . 47 OF 2017

OFF STREET LOCATIONS - PLEASE SPECIFY

Market Basket
Heavenly Donut

***A LETTER FROM THE PRIVATE PROPERTY OWNER GRANTING PERMISSION FOR
USE OF THE LISTED LOCATIONS IS REQUIRED AT THE TIME OF THE APPLICATION**

**A sample of the badge being used by those tagging and a sample of the tag being issued by the
Organization must be filed with the City Clerk's Office at the time of the application**

Office Use Only

Recommendation by Police Chief: ✓ Approved
_____ Denied

[Signature]

Police Chief

In Municipal Council, _____

Attest:

City Clerk



CITY OF HAVERHILL

TAG DAY PERMIT PURSUANT TO
CHAPTER 227 OF HAVERHILL CITY CODE

July 28 2017

Permission is hereby granted to:

HHS ROWING PARENTS ASSOCIATION

To Hold Tag Days on:

NOVEMBER 17, 18, & 19 2017

****OFF STREET LOCATIONS (SPECIFY OTHER):**

MARKET BASKET

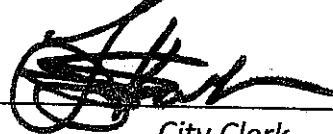
HEAVENLY DONUTS

*date change requested
before event -*

In conformity with the law of the Commonwealth of Massachusetts and the
Ordinances of the City of Haverhill

By vote of the Municipal Council, JULY 25 2017

(Date granted)



City Clerk



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

12.1.1

ORDERED:

"That the Mayor be and is hereby authorized to execute certain easements, attached hereto, relative to real property located on 90-98 and 100 Washington Street, Haverhill, Essex County, Massachusetts being further identified as Map 309, Block 1, Lot 9, and, Map 309, Block 1, Lot 10, respectively, of the Board of Assessors, for the purpose of installing and attaching lighting to the side of the building to illuminate the passage ways between the building and adjacent buildings or structures."

GRANT OF EASEMENT

Know All Men By These Presents that **E. JOHN FAHIMIAN, Trustee, EFJ REALTY TRUST NO. 94**, under a declaration of trust dated March 2, 1998 and recorded at the Essex South District Registry of Deeds at Book 14632, Page 591, with a business address of 94 Washington Street, Haverhill, Massachusetts 01832

for consideration of one (\$1.00) Dollar

grants to the CITY OF HAVERHILL, a municipal corporation having a usual place of business at 4 Summer Street, Haverhill, Massachusetts 01830 and to its successors and assigns rights and easements in, on, and over certain parcels of land at 90 -98 Washington Street, Haverhill, Essex County, Massachusetts, being further identified as Map 309, Block 1, Lot 9 of the Board of Assessors.

See Exhibit A attached hereto and incorporated herein for a description of the premises.

The right and easement to enter upon the land for the purpose of installing and attaching lighting to the side of the building to illuminate the passage ways between the building and adjacent buildings or structures together with all the appurtenances thereto, and to repair, re-install or make changes to said lighting, all at such times as is necessary and in such a manner as the City may deem proper. Any lighting so installed and attached shall remain the property of the City, who shall maintain and repair said lighting in good working order at all times. The power source for said lighting shall be provided by the City at no cost to the grantor.

The Grantor agrees not to take any action which would in any way interfere with the illumination of the passage ways on a permanent basis. However, nothing contained in the above easement shall prevent or prohibit the current owner, or it's successors in interest, from building or constructing a bridge or other structure between the two buildings which meets applicable building codes. The easement granted is solely for the illumination of said pedestrian passage ways.

For title reference see Essex South District Registry of Deeds in Book 14632, Page 594.

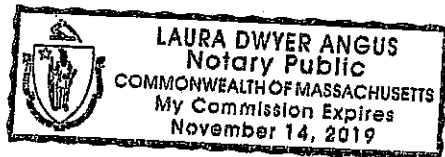
Witness my hand and seal this 7th day of September, 2017.

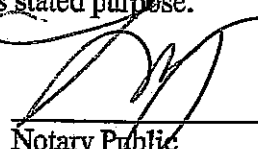

E. John Fahimian, Trustee
EFJ Realty Trust No. 94

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 7th day of September, 2017, before me, the undersigned notary public, personally appeared E. John Fahimian, Trustee of EFJ Realty Trust No. 94, and in his capacity as Trustee of said Trust, as proved to me through satisfactory evidence of identification, which was driver's license, 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.




Notary Public
My Commission Expires: 11/14/2019

APPROVE AS TO LEGALITY

City Solicitor

IN CITY COUNCIL: _____

PASSES

Attest: _____

City Clerk

APPROVED AND ACCEPTED:

James J. Fiorentini, Mayor

GRANT OF EASEMENT

Know All Men By These Presents that **EFJ Realty Trust, Edward J. Fahimian, Trustee**, under a declaration of trust dated January 8, 2002 and recorded at the Essex South District Registry of Deeds at Book 18536, Page 117, with a business address of 100 Washington Street, Haverhill, Massachusetts 01832

for consideration of one (\$1.00) Dollar

grants to the **CITY OF HAVERHILL**, a municipal corporation having a usual place of business at 4 Summer Street, Haverhill, Massachusetts 01830 and to its successors and assigns rights and easements in, on, and over certain parcels of land at 100 Washington Street, Haverhill, Essex County, Massachusetts being further identified as Map 309, Block 1, Lot 10 of the Board of Assessors.


See Exhibit A attached hereto and incorporated herein for a description of the premises.

The right and easement to enter upon the land for the purpose of installing and attaching lighting to the side of the building to illuminate the passage ways between the building and adjacent buildings or structures together with all the appurtenances thereto, and to repair, re-install or make changes to said lighting, all at such times as is necessary and in such a manner as the City may deem proper. Any lighting so installed and attached shall remain the property of the City, who shall maintain and repair said lighting in good working order at all times. The power source for said lighting shall be provided by the City at no cost to the grantor.

The Grantor agrees not to take any action which would in any way interfere with the illumination of the passage ways on a permanent basis. However, nothing contained in the above easement shall prevent or prohibit the current owner, or it's successors in interest, from building or constructing a bridge or other structure between the two buildings which meets applicable building codes. The easement granted is solely for the illumination of said pedestrian passage ways.

For title reference see Essex South District Registry of Deeds in Book 14577, Page 438.

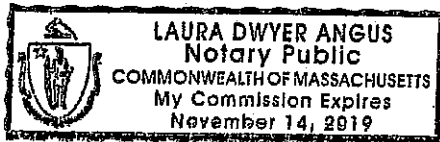
Witness our hands and seal this 7th day of September, 2017



Edward J. Fahimian, Trustee
EFJ Realty Trust #100

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 7th day of September, 2017, before me, the undersigned notary public, personally appeared Edward J. Fahimian, Trustee, EFJ Realty Trust #100, and in his capacity as Trustee of said Trust, as proved to me through satisfactory evidence of identification, which was driver's license 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.




Notary Public
My Commission Expires: 11/14/2019

APPROVE AS TO LEGALITY

City Solicitor

IN CITY COUNCIL: _____

PASSES

Attest: _____

City Clerk

APPROVED AND ACCEPTED:

James J. Fiorentini, Mayor

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

September 8, 2017

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

RE: Order for an Easement Agreement

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

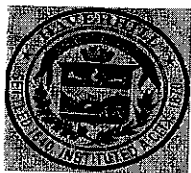
Attached please find an order for and easement agreement for real property located on 90-98 and 100 Washington Street, Haverhill Essex County, Massachusetts being identified as map 309, Block 1, Lot 9, and, Map 309, Block 1, Lot10. This easement agreement allows us to work with the property owner on alleyway lighting.

I recommend approval.

Very truly yours,


James J. Fiorentini
Mayor

JJF/dsvd



Document
CITY OF HAVERHILL
In Municipal Council

12.1.2

Ordered:

That the sum of \$30,347 be transferred from the Capital Projects account to the following Capital Accounts:

Air Conditioner Police Computer Room	\$30,347
--------------------------------------	----------



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

**Anthony L. Haugh
Deputy Police Chief**

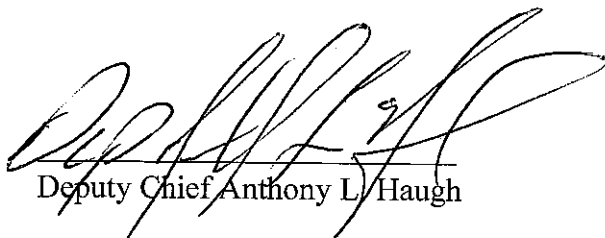
**TEL. (978) 722-1550
FAX. (978) 373-3981**

06 September 2017

Mayor,

As you are aware the Police Department requested a transfer of funds to replace the broken/end of life air-conditioning unit for the entire building. With the addition of several new computer servers (with more to come with the additional installation of more city cameras) the separate air-conditioning unit for the IT department is now failing and at its end of life. This system was originally installed when the building was constructed. Specifically, the unit is no longer able to cool the IT room sufficiently, and with the additional servers added, the IT room is now generating heat; most recently the room rose to 91 degrees and a hard-drive was burned-out (fortunately there was no other damage). A stand-up portable air-conditioning unit has been rented and brought in to temporarily resolve the issue. Given the expense of the servers and the value of the data which they hold, we cannot afford to have any of this vital equipment damaged.

The installation of the building's new air-conditioning unit begins in less than two weeks. Siemens, who is doing the installation of the buildings' main A/C unit can also perform the installation of the new split unit for the IT room for a cost of \$30,346.88. It is imperative that this work be completed as soon as possible (see attached proposal).



Deputy Chief Anthony L. Haugh

Mod 90 dk

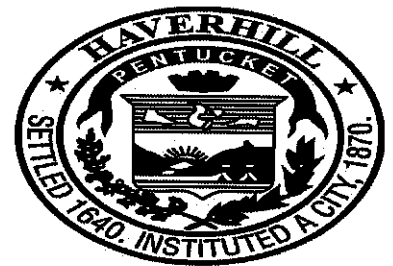
City of Haverhill

Energy Management Services

Police Station IT Room Cooling

Submitted by Siemens Industry, Inc.

September 2017



SIEMENS

Executive Summary

Siemens is currently mobilized to execute ACCU-1 replacement. In addition to the scope of work currently in progress, Siemens is responding to Haverhill's requested support in providing recommendations and proposal for the additional cooling required in the IT server room.

The team at Siemens consists of highly qualified individuals with years of experience servicing the energy and building needs both locally and nationwide. Furthermore, Siemens will be partnering with your existing facilities personnel and look forward to enhancing this relationship with engineering resources to enhance the strength of our approach and the opportunity for success. Our definition of success is improving the operation of each building we work in. We are striving to address your immediate needs, reduce your costs, and build a long term relationship through our ongoing service and support. We truly appreciate the opportunity to earn your business.

Proposed Solution

The following is included as part of this proposal:

Equipment	Description
Two (2) Ductless Split Units	Remove existing ductless split unit including condenser, fan coil, and refrigerant line. Furnish and Install (2) 36,000 BTU Ductless Split Units including new condenser, evaporator coil, refrigerant lines, condensate lift pump, and control wiring for each unit. Condenser units will be hung from the side of the building. New electrical wiring will be provided to the new ductless split unit. Units will be charged with r134A refrigerant and tested upon completion to ensure proper function ability.

Clarification & Exceptions

- All work to be completed during normal working hours, 7 AM – 4 PM.
- Indoor environment may be temporarily unconditioned during equipment replacement.
- Electrical services include disconnect and reconnect of wiring to units.
- This proposal is complete and includes all labor and materials.
- One-year warranty included.
- Tax is excluded and Siemens requires Tax Exempt Certificate from customer

Orlando Pacheco
The City of Haverhill
4 Summer St
Haverhill, MA 01830

Date: September 1, 2017
 Project: PD ACCU project change order 1 - IT Split Units
 Proposal: Work to be performed per the attached proposal and terms and conditions.

Total Charges: \$30,346.88

THIRTY-THOUSAND THREE HUNDRED FORTY-SIX and 88/100 DOLLARS.

Exclusions: As noted in proposal.

☒

Wiring by Siemens, Inc.

☐

Wiring by others

☐

No wiring required

The Terms and Conditions of Sale shown on the attached are a part hereof

Terms of Payment:

☒

No incentives available

☒

Progress Invoicing

Proposal Accepted:

Siemens Industry, Inc. is authorized to
 proceed with the work as proposed.

Proposal Submitted:

Siemens Industry, Inc.

Purchaser _____

Seller _____

By _____

By Benjamin A. Earle

Title _____

Title Account Executive

Date _____

Date September 1, 2017

This proposal is valid until September 30, 2017

INSTALLATION TERMS AND CONDITIONS (REV. 10/09)

These Terms and Conditions are incorporated by reference and form an integral part of each proposal or agreement between Siemens Industry, Inc., Building Technologies Division, ("SIEMENS") and the party for whom the Work is to be performed ("Customer"). The portions of each proposal or agreement relating to "Scope of Work" or "Proposed Solution" (in either case "Scope"), together with these Terms and Conditions, are collectively referred to as the "Agreement".

Article 1: General

1.1 (a) The Agreement, when accepted in writing by Customer and approved by an authorized representative of SIEMENS, constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") and the equipment ("Equipment") to be provided by SIEMENS as described in the Scope (such Services and Equipment collectively referred to as "Work") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Agreement. The Agreement and any rights or obligations thereunder may not be assigned by either party without the prior written consent of the other, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work. (b) The terms and conditions of this Agreement shall not be modified or rescinded except in writing, signed by an authorized representative of SIEMENS. SIEMENS' performance under this Agreement is expressly conditioned on Customer's assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to SIEMENS by Customer relating to the Work.

(c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

(d) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and the termination of this Agreement.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of New Hampshire. All claims or disputes arising under this Agreement shall be litigated in the State, Commonwealth, or Province in which the Work is being provided to Customer hereunder.

Article 2: Work by SIEMENS

2.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by SIEMENS shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

2.2 SIEMENS shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

2.3 SIEMENS is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the Scope set forth in this Agreement. Any Customer request to change the Scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

2.4 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS' property. To the extent specified in the Scope, Customer, its employees and agents ("Permitted Users") shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments, provided however, the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular Work and location for which the Instruments were provided. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other work or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

2.5 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts and improved skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts and improved skills and know-how developed while performing this Agreement.

2.6 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. SIEMENS shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer

agrees to indemnify, hold harmless and defend SIEMENS against any claims arising out of such failures.

Article 3: Responsibilities of Customer

3.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at Customer's premises will be deemed authorized by Customer, and SIEMENS will, in its discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for SIEMENS to enter any site where Work is to be performed;

(c) Permit SIEMENS to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish SIEMENS with all available information pertinent to the Work;

(e) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those SIEMENS has expressly agreed in writing to obtain;

(f) Notify SIEMENS promptly of any site conditions requiring special care, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;

(h) Provide SIEMENS with Material Safety Data Sheets that conform to OSHA requirements related to all Hazardous Materials located at the site;

(i) Furnish to SIEMENS any contingency plans related to the site; and

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

3.2 Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.

3.3 Customer acknowledges that it is now and shall at all times remain in control of the project site. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to Customer's activities or operations, Customer's other contractors, the work of any other person or entity, or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing health or safety issues at Customer's site, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, SIEMENS shall not be liable or responsible on account thereof.

3.4 Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

3.5 Customer shall properly dispose of all ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, refrigerant and any other Hazardous Materials that at any time are present at Customer's premises, in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

Article 4: Changes; Delays; Excused Performance

4.1 As the Work is performed, conditions may change or circumstances outside SIEMENS' reasonable control (including changes of law) may develop which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify Customer and an equitable adjustment will be made to SIEMENS' compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, SIEMENS shall be compensated for Work performed and for costs reasonable incurred in connection with the suspension or termination.

4.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted for additional costs SIEMENS incurs due to such delay.

Article 5: Compensation

5.1 SIEMENS shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:

(a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during SIEMENS' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

5.2 SIEMENS may invoice Customer on a monthly or other progress billing basis.

Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.3 Except to the extent expressly agreed in writing, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

Article 6: Warranty, Insurance and Allocation of Risk

6.1 (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for ninety (90) days after the earlier of the date the Work is substantially completed or the date of first beneficial use.

6.2 (a) The limited warranties set forth in Section 6.1 will be void as to, and shall not apply to, any Work (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SIEMENS' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS' nameplate. However, SIEMENS assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at SIEMENS' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work.

(c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such component(s). Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

6.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SIEMENS.

6.4 SIEMENS shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 in the aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate

6.5 Risk of loss of materials and Equipment furnished by SIEMENS shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

6.6 ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL SIEMENS BE RESPONSIBLE UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE AND/OR LOST BUSINESS OPPORTUNITIES, WHETHER ARISING IN WARRANTY,

LATE OR NON-DELIVERY OF ANY WORK, TORT, CONTRACT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY WORK FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,000,000 OR THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM CUSTOMER UNDER THIS AGREEMENT. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

6.7 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Work, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 7: Hazardous Materials Provisions

7.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section

7.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Section 7.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by SIEMENS before its obligations hereunder will continue.

7.2 Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 7.1 above, SIEMENS will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

7.3 Customer warrants that, prior to the execution of the Agreement, it has notified SIEMENS in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

7.4 For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 7.1, 7.2 or 7.3.

Article 8: Import / Export Indemnity

8.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.



Francis H. Maroney, Inc.

491 Amesbury Road
Haverhill, MA 01831
Telephone (978) 374-7459
Fax (978) 521-3910

PROPOSAL

Tuesday, September 06, 2016

Haverhill Police
40 Bailey BLV
Haverhill, MA 01830

Fax 978 373-3981

ATTN: Scott

We are pleased to quote on the installation of two Mitsubishi ductless split 3-ton each.

- Set condensing units in fenced area install on stand.
- Includes all refrigerant and condensate piping.
- Includes all labor to complete the project.
- Provide power and control wiring.

Material cost of (\$14,600.00).

Labor cost of (\$11,900.00).

Electrical cost of (\$7,028.00).

We propose hereby to furnish labor and material in accordance with above specifications.

For the sum of: Thirty three thousand five hundred twenty eight dollars (\$33,528.00).

Authorized Signature _____
James M. Sheehan, Service Manager

Note: we may withdraw this proposal if not accepted within _____ days.

Acceptance of Proposal
by _____

Date _____

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

September 8, 2017

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

RE: Order for \$30,347.00

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

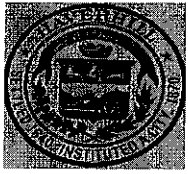
Attached please find an order for \$30,347.00 from Capital Projects Account to Air Conditioner Police Computer Room Capital Account. Please see letter from Chief DeNaro and quote for the work to be completed attached.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/dsvd



Document
CITY OF HAVERHILL
In Municipal Council

12.1.3

Ordered:

That in accordance with General Laws, Chapter 44, Section 64, authorize the payment of bill(s) of the previous years and to further authorize the payment from current year departmental appropriations as listed below:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Collins, Loughran & Peloquin	\$5,450.00	Law Department
Kelley & Ryan Associates Inc	\$554.60	Treasurer
Nutter McClennen & Fish	\$2,102.90	Wastewater
Nutter McClennen & Fish	\$1,147.50	Wastewater
PestEnd	\$85.00	Public Property
Phenova	\$274.90	Water Department
Wright-Pierce	\$1902.42	Wastewater

COLLINS, LOUGHRAN & PELOQUIN, P.C.

Attorneys at Law
320 Norwood Park South
Norwood, MA 02062

Tel. (781) 762-2229 Fax (781) 762-1803

William D. Cox, Jr., Esquire
Haverhill City Solicitor
145 South Main Street
Bradford, MA 01835

7/5/2017

Haverhill

FOR SERVICES RENDERED FOR JUNE 1, 2017 THROUGH JUNE 30, 2017

HOURS

Miscellaneous 2017	0.50
Police Patrol Negotiations - JLMC	26.75

	<u>Amount</u>
Total Hours/Fees	27.25 \$5,450.00
Previous balance	\$1,900.00
Total payments and adjustments	(\$1,900.00)
TOTAL DUE	<u>\$5,450.00</u>

cc: The Honorable James J. Fiorentini

Kelley & Ryan Associates, Inc3 Rosenfeld Drive
Hopedale, MA 01747

Invoice Date

5/31/2017

Invoice #

17-4694

INVOICE

Phone # (508) 478-1218 Fax # (508) 458-0170

Bill To:City of Haverhill
4 Summer Street
Haverhill, MA 01830

5316

**PLEASE PAY
THIS AMOUNT****\$554.60**☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Make checks payable to:

Kelley & Ryan Associates, Inc

Kelley & Ryan Associates, Inc

3 Rosenfeld Drive
Hopedale, MA 01747

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date	Invoice #	Terms
5/31/2017	17-4694	Due upon receipt

Description	Qty	Rate	Amount
Parking Tickets Entered 5/1-5/31/17	188	2.95	554.60
<div data-bbox="427 1226 812 1503"><div>Examined and allowed for</div><div>SEP 17 2017</div><div>AMOUNT</div><div>AUDITOR</div></div>			

Total	\$554.60
Payments/Credits	\$0.00
Balance Due	\$554.60

Nutter, McClennen & Fish, LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2604
(617) 439-2000

Client No.: 0101989

Resp. Atty.: MAL

~~January 31, 2017~~

Bill No. 568078/03

City of Haverhill
Waste Water Treatment
40 South Porter Street
Haverhill, MA 01835-7646

FOR PROFESSIONAL SERVICES rendered and unbilled through December 31, 2016 in connection with the following:

Matter Name: General

Matter No.: 00024

<u>Date</u>	<u>Description</u>	<u>Timekpr</u>	<u>Hours</u>
12/21/16	Conferences with M. Leon and M. Snell regarding composting operation at Kimball Farms and noisome trade regulations; preliminary research into whether composting operation constitutes a noisome trade or nuisance	RK	2.30
12/21/16	Review emails regarding composting nuisance; review regulations and guidance for same; consultation with R. Kurlantzick regarding same	MHS	0.40
12/22/16	Research, draft and revise memo on whether composting operation at Kimball Farms can be regulated as a noisome trade or nuisance; review case law; conferences with M. Snell and M. Leon	RK	3.70
12/22/16	Review and edit memo on composting nuisance and recommendations; review same with M. Leon	MHS	0.50
12/23/16	Conferences with M. Leon and G. Gill-Austern regarding memo on composting and noisome trades; review and revise memo	RK	0.70
12/23/16	Conference with M. Leon regarding Kimball Farm; review draft memorandum regarding same; conference with M. Leon regarding same; conference with R. Kurlantzick regarding same	GLG	1.20
12/23/16	Review final composting memo	MHS	0.20
12/27/16	Review final noisome trade regulation; revise memo; conferences with M. Snell and G. Gill-Austern	RK	0.50
12/27/16	Telephone call to and e-mail from B. Dufresne (final noisome trade reg); review same; e-mail to R. Kurlantzick regarding same	GLG	0.40

PAYMENT DUE UPON RECEIPT

BALANCES OVER THIRTY DAYS ARE SUBJECT TO A MONTHLY FINANCE CHARGE OF ONE AND ONE HALF PERCENT
FEDERAL TAX ID: 04-2106505

Page 1

Nutter, McClennen & Fish, LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2604
(617) 439-2000

Client No.: 0101989

January 31, 2017

Resp. Atty.: MAL

Bill No. 568078/03

12/28/16	E-mail from and conference with M. Leon regarding anaerobic digester proponent presentation to Board of Health	GLG	0.10
----------	---	-----	------

Total Hours for Matter 00024	10.00
------------------------------	-------

Total Fees	\$3,740.50
------------	------------

Less Discount	(2,000.00)
---------------	------------

Total for Services	\$1,740.50
--------------------	------------

DISBURSEMENTS and other charges recorded and unbilled
through December 31, 2016

On-Line Research Charges	\$362.40
--------------------------	----------

Total Disbursements and Other Charges for Matter 00024	\$362.40
--	----------

Total of Matter 00024	\$2,102.90
-----------------------	------------

PAYMENT DUE UPON RECEIPT
BALANCES OVER THIRTY DAYS ARE SUBJECT TO A MONTHLY FINANCE CHARGE OF ONE AND ONE HALF PERCENT
FEDERAL TAX ID: 04-2106503

Nutter, McClennen & Fish, LLP

Seaport West
155 Seaport Boulevard
Boston, MA 02210-2604
(617) 439-2000

Client No.: 0101989

August 18, 2017

Resp. Atty.: MAL

Bill No. 586072/06C

City of Haverhill
145 South Main Street
Bradford, MA 01835

Attention: Robert Ward

FOR PROFESSIONAL SERVICES rendered and unbilled through July 31, 2017 in connection with the following:

00032. Disposition by Sale and Development of the Ornsteen Property

<u>Date</u>	<u>Description</u>	<u>Timekpr</u>	<u>Hours</u>
05/01/17	Attention to emails with developer's counsel	GRB	0.10
05/02/17	Attention to emails and correspondence with city	GRB	0.20
05/02/17	Emails with B. Cox and B. Pillsbury	MAL	0.90
05/12/17	Attention to updates from city regarding LDA	GRB	0.20
06/08/17	Telephone conference with S. Cecil regarding P&S, NOAH issues; telephone conference with B. Cox	MAL	0.40
06/09/17	Conference regarding PSA for Ornsteen site	GRB	0.20
06/12/17	Updating and circulated PSA to Steve Cecil; conference with M. Leon	GRB	0.60
06/22/17	Emails regarding draft LDA	GRB	0.10
07/14/17	Telephone conference with S. Cecil	MAL	0.30

Timekeeper Summary

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>
Leon, Michael A.	1.60	\$425.00
Bradford, Gregory R.	1.40	425.00

Total Time for Matter 00032 \$1,275.00

Total for Services \$1,275.00

~~Total of This Bill~~ \$1,275.00

TOTAL OF THIS BILL: LESS DISCOUNT - 127.50
=====
\$1,147.50

PAYMENT DUE UPON RECEIPT

BALANCES OVER THIRTY DAYS ARE SUBJECT TO A MONTHLY FINANCE CHARGE OF ONE AND ONE HALF PERCENT

FEDERAL TAX ID: 04-2106505

INVOICE

PEST-END & PRO-TECH LAWN
CARE
P.O. BOX 185
PLAISTOW, NH 03865
603-382-9644

Service Inspection Report

ORDER #: 508534

WORK DATE: 4/21/17

PAST DUE

CENTRAL OFFICE
C/O HAVERHILL HIGH SCHOOL
4 SUMMER STREET
ROOM 104
HAVERHILL, MA 01830

Phone: 978-374-5725
Alt. Phone: 978-852-0460

CENTRAL OFFICE
4 SUMMER STREET ROOM 104
Haverhill, MA 01830

Phone: 978-374-5725

Time In: 4/21/17 8:47 AM
Time Out: 4/21/17 9:58 AM

Customer Signature

Technician Signature

JOHN PETALIDAS
License #: MA - 43510

Pay \$170

173651

NET 30

GENERAL PEST CONTROL

1.00

Subtotal 120.00

Tax 0.00

Total Due: 85.00

PAST DUE

Payment Date	Method	Reference	Payment Amount	Applied Amount
7/17/2017	Check	1029810	\$35.00	\$35.00

\$6522173

GENERAL COMMENTS/INSTRUCTIONS

I first inspected all of the exterior rodent stations, no activity in any of the stations at this time. I then went inside and inspected all of the RTUs and rodent stations, no activity found or reported anywhere.
INSPECT 8 EVO STATIONS ON THE EXTERIOR, 2 IN THE COURTYARD, AND 2 IN THE BOILER ROOM FOR RODENTS. ALSO GO TO ROOM 104 AND INSPECT AND TREAT THE CAFE AND SCHOOL DEPARTMENT FOR GENERAL CRAWLING PESTS AND MICE.

COMMON SENSE OBSERVATIONS

None Noted.

PEST CONTROL APPLICATION SUMMARY

None Noted.

PEST CONTROL APPLICATION SUMMARY

None Noted.

PEST CONTROL APPLICATION SUMMARY

Device Type	# Inspected	Inspected w/Activity	# Skipped	# Replaced
EVO RODENT STATION	8 of 11 (72.73%)	0 of 8 (0.00%)	0	0
-Totals:	8 of 11 (72.73%)	0 of 8 (0.00%)	0	0

None Noted.

INVOICE

PEST-END & PRO-TECH LAWN
CARE
P.O. BOX 185
PLAISTOW, NH 03865
603-382-9644

Service Inspection Report

ORDER #: 508534

WORK DATE: 4/21/17

DEVICE INSPECTION EXCEPTIONS

None Noted.

INSPECTION DETAIL

Area	Time	Device	Type	Status	Pest Findings
Exterior -> Rodent Stations					
	9:55:45 AM	1	EVO RODENT STATION	No Activity	
	INSPECTED STATION - Yes				
	9:55:50 AM	2	EVO RODENT STATION	No Activity	
	INSPECTED STATION - Yes				
	9:56:48 AM	3	EVO RODENT STATION	No Activity	
	INSPECTED STATION - Yes				
	9:56:52 AM	4	EVO RODENT STATION	No Activity	
	INSPECTED STATION - Yes				
	9:56:56 AM	5	EVO RODENT STATION	No Activity	
	INSPECTED STATION - Yes				
	9:56:59 AM	6	EVO RODENT STATION	No Activity	
	INSPECTED STATION - Yes				
	9:57:03 AM	7	EVO RODENT STATION	No Activity	
	INSPECTED STATION - Yes				
	9:57:06 AM	8	EVO RODENT STATION	No Activity	
	INSPECTED STATION - Yes				
Area	Time		Type	Status	Pest Findings
Exterior	9:55:40 AM		Area	No Activity	
Exterior -> Rodent Stations	9:55:40 AM		Area	No Activity	
Interior	9:57:11 AM		Area	No Activity	

PROBLEMS NOTED

None Noted.



6390 Joyce Dr., #100
Golden, CO 80403

7/5
111
Invoice Number: 130758

Date	Sales Order #
04/19/17	233763

Bill To:

Haverhill Water Department Lab
ATTN: Accounts Payable
131 Amesburg Road
Haverhill, MA 01830
USA

Ship To:

Haverhill Water Department Lab
ATTN: Mary D'Aoust
131 Amesburg Road
Haverhill, MA 01830
USA

P.O. Number	Terms	Customer Number	PT Account #	Ship Via	F.O.B.
175256	Net 30	1500829	HVH-100	FedEx Priority	Golden, CO USA

Qty	Part Number	Description	Study ID	Lot Number	Unit Price	Disc Amt	Net Amount
1	PT-MIC-WS	WS Micro Presence/Absence	WSM0417	5255-06	210.00	10.50	199.50

May 2 D'Aoust
PO # 175256
Complete

NOTES**PLEASE PAY FROM THIS INVOICE**

Tracking information: 786268269829

Customs, duties, and advancement fees are the responsibility of the recipient and are not included.

Subtotal	:	210.00
Total discount	:	(10.50)
Total freight	:	67.40
Handling	:	8.00
Tax	:	0.00
Total	:	274.90

For terms and conditions of your order, please visit: www.phenova.com/home/termsforsale

t: 866-942-2978 | f: 866-283-0269 | info@phenova.com | www.phenova.com

City of Haverhill, MA
40 South Porter Street
Haverhill, MA 01835-7646

Invoice #: 112130
Project: 12828
Phase: G
Project Name: Haverhill MA - Sludge Dewatering
Invoice Date: Jul-26-2017

Attention: Mr. Fred Haffty
Wastewater Treatment Plant Manager

For Professional Services Rendered for the Period May-27-2017 To Jun-30-2017

RELATED TO: O&M, Start-Up, Records Drawings

REFERENCE: Amendment No. 1 dated

Professional Services

Wright-Pierce Personnel 1,872.46

Total Professional Services

1,872.46

Reimbursable Expenses

Unit Charges/Employee Expenses 29.96

Total Reimbursable Expenses

29.96

Amount Due This Invoice

1,902.42

REC'D JUL 31 2017

BILLING RECAP

Previous Billings	88,379.30
Current Billing Amount	1,902.42
Fee Earned To Date	90,281.72
Amount Received	88,379.30
Balance Due	1,902.42

Pay
7/31/17
www.wright-pierce.com
Contract # 12828
VP/Finance

Invoices are due upon receipt. If not paid by Aug-26-2017, interest will be computed at the rate stated in the agreement.

CC: Kevin M. Olson

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

September 8, 2017

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

RE: FY2017 Bills

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

Attached, please find an order to pay bills from the previous fiscal year:

Vendor	Amount	Account
Collins, Loughran & Peloquin	\$5,450.00	Law Department
Kelley & Ryan Associates, Inc.	\$554.60	Treasurer
Nutter McClennen & Fish	\$2,102.90	Wastewater
Nutter McClennen & Fish	\$1,147.50	Wastewater
PestEnd	\$85.00	Public Property
Phenova	\$274.90	Water Department
Wright-Pierce	\$1,902.42	Wastewater
TOTAL	\$11,517.32	

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/dsvd



12.2.1

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

August 30, 2017

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Stephen C. Gullo, MAA
Assessor

August 1, 2017

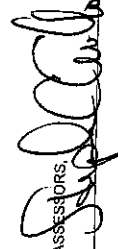
Day	2017 MVE	2016 MVE	2014 MVE	2017 REAL ESTATE	2015 MVE	2015 PERSONAL PROPERTY	2017 BOAT	2016 BOATS	2013 PERSONAL PROPERTY	2012 PERSONAL PROPERTY	2011 PERSONAL PROPERTY	2010 PERSONAL PROPERTY
1	#18641-\$930.21											
2			#18655-\$47.50				#18643-\$162.50					
3												
4		#18678-\$280.31										
5												
6												
7	#18711-\$2149.93											
8												
9												
10	#18752-\$1322.39						#18741-\$118.00					
11												
12												
13												
14												
15	#18788-\$2803.84											
16												
17	#18803-\$681.24											
18												
19					#18806-\$170.94			#18816-\$53.00				
20												
21												
22	#18855-\$980.71											
23												
24		#18870-\$110.63										
25												
26												
27												
28	#18922-\$646.25											
29	#18931-\$43879.56											
30												
31							#18947-\$308.00					
TOTAL	53,893.13	390.94	\$47.50		\$170.94		\$681.50	\$53.00				

Rec. by Collector

To the Auditor of Accounts:
This is to certify that abatement as shown above, amounting in the aggregate have been duly authorized.

FIFTY FOUR THOUSAND EIGHT HUNDRED THIRTY SEVEN & 01/100

BOARD OF ASSESSORS
BY
CHAIRMAN



CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN
WILLIAM J. MACEK
THOMAS J. SULLIVAN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

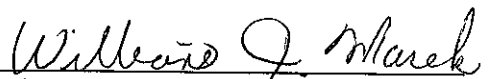
13.1

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

September 5, 2017

Mr. President and Members of the City Council:

Councillor Macek wishes to introduce Superintendent James Scully to give an update on this year's school opening.


City Councillor William J. Macek

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN
WILLIAM J. MACEK
THOMAS J. SULLIVAN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

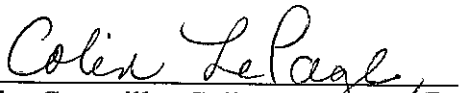
13.2

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

September 5, 2017

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

Communication from Councillor LePage requesting a discussion about the Green Communities program.


City Councillor Colin LePage

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN
WILLIAM J. MACEK
THOMAS J. SULLIVAN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

13,3

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

September 7, 2017

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

Councillor Bevilacqua requests a discussion regarding pavement striping and signage at South Main Street, Bradford Square.


City Councillor Joseph Bevilacqua

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN
WILLIAM J. MACEK
THOMAS J. SULLIVAN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

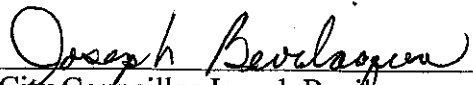
13.4

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

September 8, 2017

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

Councillor Bevilacqua requests discussion regarding council actions.


City Councillor Joseph Bevilacqua *See*

103-5
CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
 MELINDA E. BARRETT
VICE PRESIDENT
 ANDRES X. VARGAS
 MICHAEL S. MCGONAGLE
 JOSEPH J. BEVILACQUA
 COLIN F. LEPAGE
 MARY ELLEN DALY O'BRIEN
 WILLIAM J. MACEK
 THOMAS J. SULLIVAN



CITY OF HAVERHILL
 HAVERHILL, MASSACHUSETTS 01830-5843

14.1

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

August 30, 2017

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

Councillor Thomas Sullivan would like a discussion about school bus drop off/pick up safety at all public schools.

Thomas J. Sullivan
 City Councillor Thomas J. Sullivan

IN CITY COUNCIL: September 5 2017
 POSTPONED TO SEPTEMBER 12 2017
 Attest:

 City Clerk

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN
WILLIAM J. MACEK
THOMAS J. SULLIVAN



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

CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F 9/6/16, 11/31/16, 1/17/17	3/15/16 5/11/17
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16 1/31/17
26E	City of Haverhill – Mayor’s Recommendations, Capital Improvement Program – 2016-2020	A & F 11/3/16, 5/11/2017, 7/25/17	5/31/16 12/6/16
108-N	Communication from Councillors Bevilacqua and LePage requesting discussion regarding appropriate safe regulation of marijuana shop access and locations	A & F	12/6/16
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizen Outreach	1/3/17 1/31/17, 8/15/17
10-U	Communication from President Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizen Outreach	1/31/17 8/15/17
10-X	Communication from Councillor Bevilacqua requesting to discuss ways to address senior citizen needs in Haverhill	Citizen Outreach	1/31/17
31-K	Communication from Councillor Macek requesting to discuss proposal to create bike lanes throughout the City	Planning & Dev.	2/14/17
58-D	Communication from Councillors Sullivan, Macek and Bevilacqua requesting to discuss ongoing tree problem on City property abutting & impacting Holland’s Flowers at 577 S. Main St	NRPP	4/25/17
58-G	Communication from President Michitson requesting to present an update on the meeting with group homes stakeholders to address severe problems in Haverhill	Public Safety	5/2/17
58-I	Communication from Councillor Bevilacqua requesting discussion regarding assistance to new businesses	Planning & Dev.	5/2/17
103-C	Communication from Councillors Daly O’Brien & Macek re: street openings, sunken roadway repair and replacing pavement	Planning & Dev.	8/22/17
103-D	Communication from Councillor Daly O’Brien requesting to discuss smoking near outdoor dining	Planning & Dev.	8/22/17
103-E	Communication from President Michitson and Councillor McGonagle introducing Chief DeNaro to address City Council on recent shootings in Haverhill and action taken by HPD	A & F	9/5/17
103-I	Communication from Councillor Bevilacqua requesting discussion regarding residential project signs	Planning & Dev.	9/5/17