



CITY OF HAVERHILL
CITY COUNCIL AGENDA
Tuesday, May 12, 2020 at 7:00 PM
Virtual Meeting

Due to the ongoing COVID-19 Pandemic, Governor Baker issued an Emergency Order temporarily suspending certain provisions of the Open Meeting Law, G.L. c. 30A sec. 20. Public bodies otherwise governed by the OML are temporarily relieved from the requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means."

1. OPENING PRAYER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES OF PRIOR MEETING
4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING
5. COMMUNICATIONS FROM THE MAYOR
6. COMMUNICATIONS FROM COUNCILLORS TO INTRODUCE AN INDIVIDUAL(S) TO ADDRESS THE COUNCIL:
7. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28
8. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:
 - 8.1. Communication from Andrew K Herlihy, Division Director, Community Development Department requesting on behalf of Emmaus, Inc, the temporary relocation of two handicapped parking spaces on How Street to be in effect 24 hours a day, seven days a week until the COVID-19 pandemic is over
 - 8.2. Communication from Michael Pfifferling, Assistant Superintendent for Finance and Operations submitting the Massachusetts School Building Authority's (MSBA) Feasibility Study Agreement for the *A. B. Consentino School*, and requests Council vote for Mayor to sign agreement
 - 8.2.1. Resolution – City Council has voted to authorize the Mayor to sign the Mass School Building Authority Feasibility Agreement for the *A. B. Consentino School* located at 685 Washington st
 - 8.3. Abatement report from Christine Webb, Assessor for month of April 2020
9. UTILITY HEARING(S) AND RELATED ORDER(S)
10. HEARINGS AND RELATED ORDERS:
 - 10.1. Communication from Lisa Ayres, for National Grid requesting to reschedule the following joint pole and conduit petitions along with their Orders, for Park st & Park pl, plans # 29010579:
 - 10.2. Document 41; Petition from Mass Electric Co d/b/a National Grid of North Andover, MA requesting to construct a line of underground electric conduits for Park st and Park pl; Plan 29010579 **Hearing June 9th**



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- 10.2.1. Document 41-B; Order-grant permission to Mass Electric Co for electric conduit location at intersection of Park st and Park pl
- 10.3. Document 42; Petition from Mass Electric Co d/b/a National Grid of North Andover, MA and Verizon NE requesting joint pole locations for Park st and Park pl; Plan 29010579 **Hearing June 9th**
- 10.3.1. Document 42-B; Order-grant permission to Mass Electric Co and Verizon NE for joint pole locations at intersection of Park st and Park pl

11. APPOINTMENTS:

- 11.1. **Confirming Appointments**
11.2. **Non-Confirming Appointments**
11.3. **Resignations**

12. PETITIONS:

- 12.1. **Applications Handicap Parking Sign:**
12.1.1. William Belkus for 2 Irving av – renewal
12.1.2. Carol DeBlois for 30 Bellevue av - new
12.1.3. Joe Dul for 24 Arch st – new
Refer new applications to Planning for Ordinance
- 12.2. **Amusement/Event Applications:**
12.3. **Tag Days:**
12.4. **One Day Liquor License**
12.5. **Annual License Renewals:**
12.5.1. **Hawker Peddlers License 2020 - Fixed locations; renewals**
12.5.2. **Coin-Op License Renewals for Weekly/Sunday 2020**
12.5.3. **Drainlayer License for 2020; renewals**
12.5.4. **Taxi Driver Licenses for 2020**
12.5.5. **Taxi License:**
12.5.6. **Junk Dealer License**
12.5.7. **Pool Tables**
12.5.8. **Sunday Pool**
12.5.9. **Bowling**
12.5.10. **Sunday Bowling**
12.5.11. **Buy & Sell Second Hand Articles**
12.5.12. **Buy & Sell Second Hand Clothing**
12.5.13. **Pawnbroker license**
12.5.14. **Fortune Teller**
12.5.15. **Buy & Sell Old Gold**
12.5.16. **Roller Skating Rink**
12.5.17. **Sunday Skating**
12.5.18. **Exterior Vending Machines**
12.5.19. **Limousine/Livery License/Chair Cars**



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13. MOTIONS AND ORDERS

14. ORDINANCES (FILE 10 DAYS)

15. COMMUNICATIONS FROM COUNCILLORS:

- 15.1. Communication from Councillor McGonagle requesting the removal of a handicap parking space at 25 Vine st that is no longer needed

16. UNFINISHED BUSINESS OF PRECEDING MEETING:

- 16.1. Document 26-B; Bond Order – Appropriate \$853,000 for services for plans for road and bridge reconstruction on North Avenue and Treasurer is authorized to file an application with the appropriate officials of the Commonwealth of Mass
filed April 29th
- 16.2. Document 63; Communication from Councillor Colin LePage requesting a discussion regarding the communities' general mental health coping strategies and supports during the COVID-19 Pandemic
postponed from May 5th

17. RESOLUTIONS and PROCLAMATIONS:

- 17.1. PROCLAMATION - NATIONAL SKILLED NURSING CARE WEEK,
May 10 to 16, 2020
- 17.2. PROCLAMATION – APRAXIA AWARENESS DAY, May 14 2020

18. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS:

19. DOCUMENTS REFERRED TO COMMITTEE STUDY

20. LONG TERM MATTERS STUDY LIST

21. ADJOURN



811

WILLIAM PILLSBURY, JR.,
DIRECTOR
TELEPHONE: 978-374-2344 V/TDD
FAX: 978-374-2332

**CITY OF HAVERHILL
COMMUNITY DEVELOPMENT**

CITY HALL, ROOM 309
FOUR SUMMER STREET
HAVERHILL, MA 01830-5843

May 7, 2020

TO: City Council President Barrett and Members of the City Council
FROM: Andrew K. Herlihy, Division Director, Community Development Department
RE: Temporary Handicapped Parking Spaces—How Street

AH

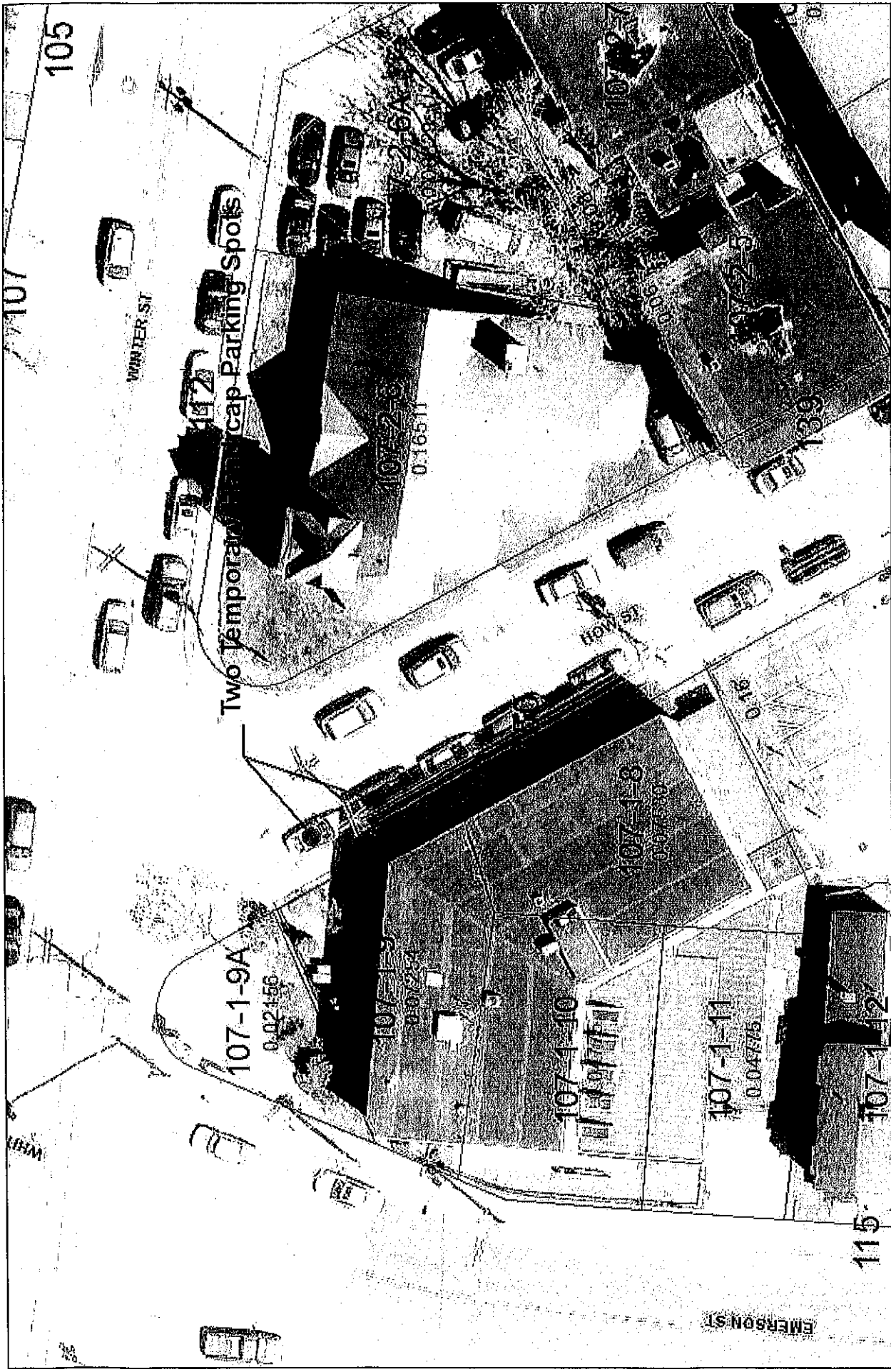
I am writing to request the temporary relocation of two (2) handicapped parking spaces on How Street. These handicapped parking restrictions, albeit temporary, would be in effect 24 hours a day, seven days a week while in effect.

This request is on behalf of Emmaus, Inc., which, as you may be aware, is dealing with extraordinary pressures due to the COVID-19 pandemic. We have worked closely with Emmaus to ensure that their homeless guests and clients, especially at Mitch's Place, are safe from a widespread outbreak from the coronavirus.

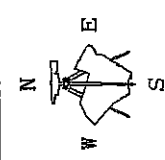
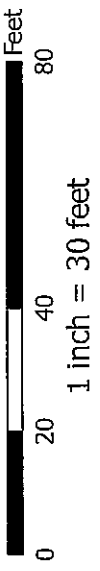
Recently, Emmaus worked with MEMA and the City to install a tented living facility within their private parking lot on How Street that will provide temporary quarantine for homeless individuals seeking to enter the shelter at Mitch's Place. Installation of this emergency temporary housing required short-term elimination of their two handicapped parking spaces within this lot.

We are seeking Council approval to temporarily relocate those spaces on the right (west) side of How Street nearest to Emmaus' family shelter. Once this pandemic is over, those designated handicapped parking spaces will return to their original location.

Thanks for your consideration.

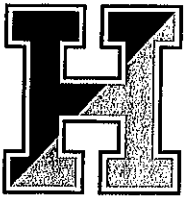


2 Temporary On-street ADA Parking Spaces, How St



City of Haverhill, MA
 Engineering — Division
 Date produced: 5/8/2020

This map was produced from the City of Haverhill Geographic Information System. The City expressly disclaims any liability for any inaccuracies or omissions in this map.



Haverhill Public Schools

Finance & Operations

8.2

May 7, 2020

Dear Haverhill City Council,

Attached please find the Massachusetts School Building Authority's (MSBA) Feasibility Study Agreement for the A.B. Consentino Middle School. The Massachusetts School Building Authority requires the Local Governing Body (Haverhill City Council) to authorize the Mayor to sign the Feasibility Study Agreement on behalf of the City. I am asking for this to be included on the May 12th agenda of the Haverhill City Council.

Resolved: Having convened in an open meeting on May 12, 2020, prior to the Feasibility Study Agreement submission date, the City Council of Haverhill, in accordance with its charter, by-laws, and ordinances, hereby authorizes the Mayor to sign the Massachusetts School Building Authority Feasibility Study Agreement for the A.B. Consentino Middle School located at 685 Washington Street, Haverhill, MA 01832, a copy of which is attached and included herein.

Once City Council approves this submission, I will submit the required paperwork to the Mayor for his signature.

Respectfully submitted,

Michael Pfifferling
Assistant Superintendent for Finance and Operations

CC: Margaret Marotta, Ed.D., Superintendent of Schools

Attachment: A.B. Consentino Feasibility Study Agreement

District Name: City of Haverhill
School Name: Dr. Albert B. Consentino Middle School
Project ID Number: 201801280100

MASSACHUSETTS SCHOOL BUILDING AUTHORITY FEASIBILITY STUDY AGREEMENT

This Feasibility Study Agreement, dated the ____ day of _____, 2020 (the “Agreement”) is between the Massachusetts School Building Authority (the “**Authority**”), a public instrumentality of the Commonwealth of Massachusetts established by Chapter 70B of the Massachusetts General Laws and Chapters 208 & 210 of the Acts of 2004 of the Commonwealth, in each case as amended from time to time, and the City of Haverhill (the “**District**”).

WHEREAS, the District submitted a Statement of Interest to the Authority for the Dr. Albert B. Consentino Middle School (hereinafter “**School**”), and the District prioritized this Statement of Interest as its priority to receive any potential funding from the Authority;

WHEREAS, on December 12, 2018, the Board of Directors of the Authority voted to invite the District to the MSBA’s Eligibility Period, and on June 3, 2019, the Board of Directors of the Authority voted to invite the District to commence the Eligibility Period, and the District has completed all applicable preliminary requirements to the satisfaction of the MSBA;

WHEREAS, on April 15, 2020, the Board of Directors of the Authority shall have voted to authorize the Parties to enter into this Agreement upon the terms and conditions stated herein.

WHEREAS, the Feasibility Study is one step in the multi-step process of the Authority’s grant program for school building construction and renovation projects, and the invitation to collaborate on conducting and/or reviewing a Feasibility Study is not approval of a project or any funding by the Authority, except as expressly provided in this Agreement;

WHEREAS, the Authority’s grant program for school building renovation and construction projects is a non-entitlement, discretionary program based on need, as determined by the Authority;

WHEREAS, the District has submitted a signed Initial Compliance Certification, as described in 963 CMR 2.02, 2.03 & 2.10(2), in the form prescribed by the Authority, and it has been accepted by the Authority;

WHEREAS, the District has formed a School Building Committee to monitor the Feasibility Study and advise the District during the study;

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WHEREAS, the Authority may reimburse the District for a portion of eligible, approved costs incurred in connection with the Feasibility Study undertaken by the District for the School under certain terms and conditions, hereinafter provided, and subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.* and all applicable policies and guidelines of the Authority.

NOW THEREFORE, in consideration of the promises and the agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the District (together, the "Parties") agree as follows:

SECTION 1 DEFINITIONS

1.1 Capitalized terms not specifically defined in this Definitions section shall have the meanings ascribed to them in either M.G.L. c. 70B or 963 CMR 2.00 *et seq.*

"Budget" shall mean a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, will be incurred in connection with the planning, development, and the completion of the Feasibility Study, which Budget shall be approved by the Authority and attached hereto as **Exhibit A**, as it may be updated from time to time.

"Design Contract" shall mean the standard design contract developed and prescribed by the Authority, as it may be amended by the Authority from time to time that shall be executed by the District and the Designer for design services related to the Proposed Project.

"Designer" shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 and has been procured and contracted by the District to conduct a Feasibility Study, in accordance with the provisions of Sections 2.1(a)(i) and 2.1(a)(ii) of this Agreement.

"Excusable Delay" shall mean a delay of the Feasibility Study that either (a) is solely because of a natural event, such as flood, storms, or lightning, that is not preventable by any human agency, or (b) is reasonably determined by the Authority to be excusable, provided that the failure of the District to have exclusive ownership, control and use of site will not extend the "Term of the Agreement" established in Section 2.2.

"Feasibility Study" shall mean a study as described in 963 CMR 2.10(8) and in any applicable policies and guidelines of the Authority and, in relation to a Major Reconstruction Project or Repair Project, as described in M.G.L. c. 70B, 963 CMR

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2.00 *et seq.* and any applicable policies and guidelines of the Authority, shall also include an engineering study, in a format prescribed by or otherwise acceptable to the Authority, to investigate potential options and solutions, including cost estimates, for the deficiencies and issues identified in the Statement of Interest or as otherwise determined by the Authority.

“Owner’s Project Manager” shall mean the individual corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity under contract with, designated, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner’s Project Manager must meet the qualifications set forth in M.G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq.*, and all applicable policies and guidelines of the Authority.

“Scope” shall mean the scope of the Feasibility Study as described in 963 CMR 2.10(8) and any applicable policies and guidelines of the Authority or as otherwise determined in writing by the Authority and as more fully described in **Exhibit B** attached hereto, as it may be updated from time to time as mutually agreed upon by the District and the Authority.

“Schedule” shall mean the schedule for the Feasibility Study, which schedule shall be updated from time to time and approved by the Authority.

“School” shall mean the Dr. Albert B. Consentino Middle School located in the District.

“Statement of Interest” shall mean the Statement of Interest, as defined in 963 CMR 2.09 and all applicable policies and guidelines of the Authority, submitted to the Authority by the District for the School.

SECTION 2 FEASIBILITY STUDY

Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants contained herein, the Parties hereby agree as follows:

2.1 Feasibility Study.

- (a.) The Parties hereby agree that the District shall undertake a Feasibility Study to investigate potential options and solutions, including cost estimates, to the School’s deficiencies and issues as identified in the Statement of Interest or as otherwise determined by the Authority and in accordance with the Scope, Budget, and Schedule approved by the Authority, provided that the Authority has the unconditional unilateral right to alter that approved Scope, Budget, and/or Schedule for the

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Authority's convenience and the Authority will not be liable to the District for any loss and/or damage that arises, in whole or in part, out of any such alteration. The adequacy, sufficiency and/or acceptability of a Feasibility Study or a Prior Study, as defined in Section 2.1(c) of this Agreement, for the purposes of the Authority's grant program shall be determined by the Authority within its sole discretion. Any determination by the Authority that a Feasibility Study or Prior Study is adequate, sufficient or acceptable for the Authority's purposes shall not be construed as a certification or approval by the Authority of the studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein and no MSBA requirement that the District study a particular Option shall constitute an MSBA approval of that Option, in whole or in part. The District, its officials, employees and agents are and shall remain responsible for the Feasibility Study and/or Prior Study and the building designs, site plans, drawings, cost estimates, specifications and other materials and information relative thereto that the District submits to the Authority. The Authority's review of the Feasibility Study and/or Prior Study and any studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein or related thereto is solely for the purpose of determining whether they meet the provisions of this Agreement and the Authority's regulations, standards, policies, guidelines and other requirements and whether the District will be eligible for potential funding from the Authority for the Proposed Project. Approval of a Proposed Project shall only be determined by a vote of the Authority's Board in accordance with 963 CMR 2.00 *et seq.* and the applicable policies and guidelines of the Authority.

- (i.) The District shall procure a Designer to conduct the Feasibility Study pursuant to the provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any other applicable laws and regulations; provided, however, that if the estimated construction cost of the Proposed Project is determined to be more than five million dollars (\$5,000,000), then the District shall select the Feasibility Study Designer using the Authority's Designer Selection Panel in accordance with 963 CMR 2.00 *et seq.* and all applicable policies and guidelines of the Authority. The District shall not use a Designer who was procured by the District prior to July 1, 2007, to conduct the Feasibility Study, unless the Designer is acceptable to the Authority. It is further provided that, if said Designer who was procured by the District prior to July 1, 2007, is unacceptable to the Authority, the

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District shall conduct a new procurement for a Feasibility Study Designer pursuant to the applicable provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any rules, regulations, policies and guidelines of the Authority.

- (ii.) The District shall use the Authority's Design Contract to contract with the Designer for the Feasibility Study. The District shall monitor the performance of the Designer and shall require the Designer to fully comply with all provisions of the Design Contract, including, but not limited to, all provisions affecting the interests of the Authority.
- (iii.) If, at any time, the construction cost of the Proposed Project is estimated to be more than one million five hundred thousand dollars (\$1,500,000), or if the construction cost of the Proposed Project is estimated to be equal to or less than one million five hundred thousand dollars (\$1,500,000) and the Authority so requires, at any time, as a condition to qualify for funding by the Authority, the District shall procure and maintain under contract, or otherwise assign, an Owner's Project Manager, pursuant to M.G.L. c. 149, § 44A ½, 963 CMR 2.00, *et seq.* and any applicable policies and guidelines of the Authority. The selection of an Owner's Project Manager shall be subject to the review and approval of the Authority as required by M.G.L. 70B, 963 CMR 2.00, *et seq.*, and any applicable policies and guidelines of the Authority. Any costs associated with an Owner's Project Manager who is not approved by the Authority shall not be eligible for reimbursement.
- (iv.) Where applicable, the District shall use the Authority's model request for services and standard contract to procure and contract with any Owner's Project Manager for the Proposed Project, including the Feasibility Study stage of the Proposed Project. The District shall monitor the performance of the Owner's Project Manager and shall require the Owner's Project Manager to fully comply with all provisions of the contract between the District and the Owner's Project Manager including, but not

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limited to, all provisions affecting the interests of the Authority.

- (b.) Subject to the satisfaction of or compliance with, as reasonably determined by the Authority, all of the terms and conditions of this Agreement, the applicable provisions of M.G.L. c. 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* and any other rule, regulation, policy or guideline of the Authority, and further subject to the Authority's approval of the Scope, Budget and Schedule and the District's approval, authorization and appropriation for the Feasibility Study using forms prescribed by or otherwise acceptable to the Authority, the Authority hereby agrees to pay to the District an amount that shall under no circumstances exceed the lesser of (i) 76.84% of the eligible, approved costs of the Feasibility Study, as determined by the Authority, or (ii) \$576,300.00. The Parties hereby acknowledge and agree that \$576,300.00 is the maximum amount of funding that the District may receive from the Authority for the Feasibility Study, and that the final amount of eligible Feasibility Study costs approved by the Authority may equal an amount less than \$576,300.00, as determined by an audit or audits conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the \$576,300.00 or ineligible for payment by the Authority shall be the sole responsibility of the District. The reimbursement rate set forth above, and as more fully described in the Reimbursement Rate Summary, attached hereto as **Exhibit "C"**, is the rate at which the District may be reimbursed for the eligible, approved costs of the Feasibility Study.

In the event that the Authority reasonably determines that the Feasibility Study is not in accordance or compliance with the Scope, Schedule, Budget, all of the terms and conditions of this Agreement, the provisions of M.G.L. c. 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any other rule, regulation, policy or guideline of the Authority, or is delayed (other than an Excusable Delay) or is not duly authorized, approved and funded by the District in accordance with applicable law and as required by the Authority, then the Authority may temporarily and/or permanently withhold payments to the District for any eligible, approved costs of the Feasibility Study, provided that the Authority shall not unreasonably withhold any such payments and further provided that the Authority shall give written notice to the District of any such withholding. Notwithstanding the foregoing, failure by the Authority to provide such written notice timely shall not create or result in any entitlement to payment for the District. In the event that the Authority either temporarily or permanently withholds payment for the Feasibility Study, the District hereby agrees and acknowledges that the Authority shall have no liability for any such withholding of payment or any loss that may occur as a result of any such withholding of payment.

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The District shall not be eligible to receive any funding for the Authority's share of the eligible, approved Feasibility Study costs, or any portion thereof, unless and until the Authority has approved the Scope, Budget, and Schedule. The Authority shall reimburse the District only for costs incurred by the District in connection with the Feasibility Study that are timely submitted to the Authority, eligible for reimbursement pursuant to Authority policies, procedures, and guidelines, and audited and approved by the Authority.

- (c) Notwithstanding any provision of this Agreement, a District will not be eligible for reimbursement for costs that arise out of any study of the deficiencies and issues identified in the Statement of Interest to the extent that those costs were incurred by the District prior to the date of the Execution of this Agreement.

2.2 Term of Agreement.

No Project Scope and Budget Agreement for a Proposed Project, which arises out of the provisions of this Agreement will be approved by the Authority's Board until on or after July 1, 2021. Subject to that limitation, the Agreement will terminate upon (1) the approval of a Project Scope and Budget Agreement for a Proposed Project by the Authority's Board and the (2) execution of a Project Scope and Budget Agreement by the Authority and the District for that Proposed Project or (2) Nine Hundred and Thirteen (913) Days after the date upon which the Authority's Board votes to invite the District into Feasibility Study, whichever occurs sooner.

SECTION 3 COVENANTS

The District covenants and agrees that as long as this Agreement is in effect, the District shall and shall cause its employees, officers, agents, and representatives to perform and comply with all covenants of this Agreement.

3.1 The District hereby agrees that it shall make available for inspection by, and submit to, the Authority any and all information and documentation related to the Feasibility Study, including, but not limited to budget information, progress reports, and draft copies that may be requested by the Authority, promptly and in no event later than the deadline stated in any such request.

3.2 The District hereby agrees that it shall work with the Authority in developing the Scope, Budget and Schedule for the Feasibility Study and it acknowledges and agrees that the Authority's funding for the Feasibility Study is subject to the Authority's approval of the Scope, Budget and Schedule.

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3.3 The District hereby acknowledges and agrees that the Authority shall not provide any amounts in excess of the amount determined under Section 2.1(b) of this Agreement.

3.4 The District hereby acknowledges and agrees that the Authority may, in its sole discretion, determine that certain costs incurred by the District in connection with the Feasibility Study are not eligible for reimbursement by the Authority, pursuant to any applicable provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, including, but not limited to, sections 2.10 & 2.16(5), and any other policies and guidelines of the Authority.

3.5 The District shall comply with all provisions of this Agreement; the provisions of all other agreements between the Authority and the District that relate to the Feasibility Study; the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and all policies and guidelines of the Authority; and all provisions of law applicable to the Feasibility Study, this Agreement, and any other agreements and documents related to the Feasibility Study, and shall take all action necessary to fulfill its obligations under this Agreement.

3.6 The District hereby acknowledges and agrees that the Authority shall not be required or obligated to make any payment for any eligible Feasibility Study costs while an Event of Default, as defined in section 8 of this Agreement, shall have occurred.

3.7 The District shall, and shall cause any Owner's Project Manager and Designer and their employees, subconsultants and agents to, keep adequate records of the Feasibility Study and make all Feasibility Study records and the Feasibility Study site(s) available to the Authority or representatives of the Authority for review during the course of the Feasibility Study.

3.8 The District hereby acknowledges and agrees that the duties of any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall include, but not be limited to, fully and completely managing and coordinating on behalf of the District the administration of the Feasibility Study to completion. Any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall be responsible for overseeing, tracking, and managing the Budget and Schedule. In the event that an Owner's Project Manager is not required for the Proposed Project, the District shall have the aforesaid duties and responsibilities in addition to any others imposed by M.G.L. c. 70B, 963 CMR, *et seq.*, the policies and guidelines of the Authority, and any other applicable provisions of law.

3.9 The District hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Proposed Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Proposed Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by

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the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Proposed Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Proposed Project.

3.10 The District hereby acknowledges and agrees that the duties of the Designer shall include, but not be limited to, those described in this Agreement, including, but not limited to, the Scope attached hereto as Exhibit B; 963 CMR 2.10(8); any applicable rules, regulations, policies and guidelines of the Authority; and any standard scope of services and the Design Contract prescribed by the Authority.

3.11 The District hereby acknowledges and agrees that neither the District nor any of its employees, officials, agents, consultants or contractors shall submit any false or intentionally misleading information or documentation to the Authority in connection with this Feasibility Study Agreement or the Feasibility Study, and further acknowledges and agrees that the submission of any such information or documentation may cause the Authority to suspend, revoke or terminate any and all payments otherwise due to the District and/or recover any previous payments made to the District, and the District may be ineligible for any funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

3.12 The District hereby acknowledges and agrees that the Authority shall bear no responsibility or liability of any sort for the results of any Feasibility Study, environmental assessment, geotechnical site testing, any necessary site remediation, clean-up, or other site remediation services.

3.13 The District hereby acknowledges and agrees that it shall provide a final Feasibility Study report to the Authority, which shall be in a format that is prescribed by or otherwise acceptable to the Authority.

3.14 The District hereby acknowledges and agrees that the Authority's grant program is a non-entitlement, discretionary program based on need, and the Feasibility Study may

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not result in a school construction, renovation or repair project that is eligible for funding by the Authority.

3.15 The District shall not combine, consolidate, or conjoin in any way the procurement, pre-qualification or selection of an Owner's Project Manager or Designer for the Proposed Project with the procurement, pre-qualification or selection of an Owner's Project Manager or Designer for any other construction, repair or renovation project without the express prior written approval of a duly authorized representative of the Authority. Any costs incurred by the District that relate to, or arise out of, the use of a combined, consolidated or conjoined procurement, pre-qualification or selection process as proscribed above, including, but not limited to, the preparation of bid documents, requests for services, and requests for qualifications, without the express prior written approval of a duly authorized representative of the Authority shall not be eligible for reimbursement.

SECTION 4 PAYMENTS AND AUDIT

4.1 Subject to the terms and conditions of the Agreement, the Authority shall reimburse the District for eligible, approved costs incurred in connection with the Feasibility Study in accordance with the following:

(a) Using the Authority's Pro-Pay system, the District shall submit requests for reimbursement on a monthly basis to the Authority in a format prescribed by the Authority. Each monthly request for reimbursement shall be approved locally by a duly authorized representative of the District, shall be in a form acceptable to the Authority, shall include reasonable detail, including, but not limited to (1) the amount of funding requested, (2) the nature of the materials or property or services received, (3) the total value of the work performed and materials furnished by the Owner's Project Manager, if any, the Designer, and each consultant, subconsultant or vendor to date, and (4) the value of the work completed during the Feasibility Study. The District agrees that each request for reimbursement shall be accompanied by the invoices for each of the amounts requisitioned and any other supporting documentation and information substantiating the District's request for reimbursement, as the Authority may request, in a form satisfactory to the Authority.

(b) Each request for reimbursement shall include a written certification signed by a duly authorized representative of the District stating that: (1) such request for reimbursement is solely for Feasibility Study costs, (2) the obligations itemized in the request for reimbursement have not been the basis for a prior request for reimbursement submitted by the District that has been paid or rejected by the Authority, (3) the reimbursement requested is due for work actually and properly performed or materials or property actually supplied prior to the date of the requisition, (4) the

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reimbursement requested is for costs that already have been duly paid by the District, and (5) such reimbursement requested is within the Budget approved by the Authority.

(c) The Authority shall review all requests for reimbursement properly submitted pursuant to this Agreement as soon as reasonably possible. The Authority shall not consider requests for reimbursement that are not, as reasonably determined by the Authority, (1) timely and properly submitted, (2) in accordance with the most recent Budget approved by the Authority, and (3) for eligible Feasibility Study costs incurred by the District. The District understands and agrees that no reimbursement shall be made by the Authority unless the District has complied with all of the terms and conditions of this Agreement, the applicable provisions of M.G.L. c. 70B, chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and all policies and guidelines of the Authority.

(d) After receipt from the District of a timely and properly submitted request for reimbursement pursuant to this Agreement, the Authority shall make payment to the District of the Authority's share of approved, eligible Feasibility Study costs, subject to the terms and conditions of this Agreement. The District hereby agrees and acknowledges that the amount of approved, eligible Feasibility Study costs reimbursed by the Authority may be subject to change, pending audit, including but not limited to an audit pursuant to Section 4.2 of this Agreement and the final close-out audit pursuant to Section 4.3 of this Agreement.

4.2 The Authority may review and perform a preliminary audit on each request for reimbursement submitted pursuant to this Agreement to ensure that only eligible costs of the Feasibility Study are approved and paid by the Authority. Any such preliminary audits shall be conducted in accordance with 963 CMR 2.16 and other policies and guidelines of the Authority. In the event that the Authority determines that an item contained in a request for reimbursement submitted by the District pursuant to this Agreement is not eligible for reimbursement by the Authority, the Authority shall adjust a subsequent reimbursement to the District to account for the ineligible costs. The District hereby acknowledges and agrees that each audit conducted pursuant to this Section 4.2 is preliminary, and the Authority may further adjust and alter the results of a preliminary audit after it conducts subsequent audits or a final close-out audit of the Feasibility Study.

4.3 The District hereby acknowledges and agrees that a final, close-out audit of the Feasibility Study by the Authority shall include an audit of all requests for reimbursement submitted and all reimbursements made by the Authority. The final, close-out audit shall be conducted in accordance with 963 CMR 2.16 and any other applicable regulations, policies and guidelines of the Authority. The District shall make all documents and materials requested by the Authority or its representatives available in a timely manner. The District further acknowledges and agrees that the final, close-out audit of the Feasibility Study may not occur until such time as the Authority conducts its final, close-

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out audit of the project that may result from the Feasibility Study, should the District be approved for any such project. Any adjustments applicable as a result of the final, close-out audit may be made in the final amount of the Total Facilities Grant, as determined by the Authority.

SECTION 5 REPRESENTATIONS AND WARRANTIES

The District hereby warrants and represents that each of the following statements is true, correct and complete:

5.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Agreement and all other documents related to the Feasibility Study.

5.2 The District is duly authorized to execute and deliver this Agreement and has taken all necessary steps to authorize the execution and delivery of this Agreement, to undertake the Feasibility Study and to perform and consummate all transactions contemplated by this Agreement.

5.3 The undersigned has the full legal authority to execute this Agreement on behalf of the District and to bind the District to its provisions.

5.4 This Agreement does not and will not, to any material extent, conflict with, or result in violation of any applicable provisions of law, including, but not limited to, any statute, charter, by-law, ordinance, rule or regulation, or any judgment, order, rule or regulation of any court or other agency of government.

5.5 The District has all requisite legal power and authority to own and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study or, in the case of a school facility that is leased by the District, the District has all of the requisite legal power and authority to control and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study pursuant to a lease which assures that the District has exclusive jurisdiction and control of the School and the land upon which it is situated for the anticipated useful life of the Proposed Project.

5.6 No information furnished by or on behalf of the District to the Authority in this Agreement, the Budget, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Feasibility Study contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or therein not misleading in light of the circumstances in which the same were made.

District Name: City of Haverhill

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Project ID Number: 201801280100

5.7 The District has duly obtained all necessary votes, resolutions, authorizations, appropriations and local approvals, in accordance with formats prescribed by or otherwise acceptable to the Authority, and has taken all actions necessary or required by law to enable it to enter into this Agreement and to fund and perform its obligations hereunder, in accordance with the Authority's guidelines, regulations, policies and standards. This Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

5.8 No litigation before or by any court, public board or body is pending or threatened against the District or the Authority seeking to restrain or enjoin the execution and delivery of this Agreement or the Feasibility Study, or contesting or affecting the validity of this Agreement or the power of the District to pay its share of the Feasibility Study.

5.9 The District has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the Feasibility Study and any future construction or renovation projects that may be forthcoming as a result of the Feasibility Study.

5.10 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

5.11 All meetings of all public bodies in the District that relate in any way to the Proposed Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, the so-called Open Meeting Law, and all other applicable law.

SECTION 6 INSURANCE

6.1 The District shall obtain and maintain all insurance required by law and insurance of such types and limits and upon such terms and conditions as may be required by, or as may be acceptable to, the Authority.

6.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Designer hired by the District in connection with the Feasibility Study obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in the Design Contract between the Designer and the District.

6.3 Except where the Owner's Project Manager is an existing employee of the District, the District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Owner's Project Manager hired by the District obtain

District Name: City of Haverhill

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and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in its standard contract for Owner's Project Manager services which is incorporated by reference herein.

SECTION 7 COMPLIANCE WITH CONTRACT DOCUMENTS, PROJECT PERMITS AND OTHER APPLICABLE LAW

7.1 The District shall take all reasonable actions designed to ensure that the Feasibility Study complies with all applicable contract documents, building codes, laws, rules and regulations and to ensure that all necessary project permits have been obtained. Notwithstanding any right of approval or review held or exercised by the Authority in connection with this Agreement or the Feasibility Study, the District shall be responsible for the successful performance and completion of the Feasibility Study in accordance with this Agreement, the Design Contract, design documents and project permits, if any, and for the economical and efficient operation and administration of the Feasibility Study.

SECTION 8 DEFAULTS AND REMEDIES

8.1 The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under this Agreement:

(a) If the District shall fail to perform and observe any covenant, agreement or condition on its part provided in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the District by the Authority; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if corrective action satisfactory to the Authority, as determined by the Authority in writing, is instituted by the District within such period and diligently pursued until the failure is remedied. Any forbearance or failure of the Authority in giving such written notice shall not amount to any waiver of the Authority's rights under this Agreement as to the same or subsequent breaches and shall not preclude the Authority from pursuing any of its rights or remedies provided under this Agreement or as otherwise provided by law.

(b) If any representation or warranty made by the District in this Agreement or in any other agreement entered into by the District with the Authority shall prove to have been incorrect or to be misleading in any material respect.

8.2 If any Event of Default hereunder shall occur and be continuing, the Authority may proceed to protect its rights under this Agreement, and may: (a) terminate this Agreement, (b) permanently withhold or temporarily suspend payment of any eligible, approved costs to the District, (c) recover any payments of eligible, approved costs

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previously made to the District, and/or (d) exercise any other right or remedy upon such default as may be granted to the Authority under this Agreement or under any other applicable provision of law.

8.3 No remedy conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as the Authority may deem expedient.

SECTION 9 OTHER TERMS

9.1 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

9.2 Venue. Any civil action brought against the Authority by the District, or any person or entity claiming by, through or under it, that arises out of the provisions of this Agreement, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by, through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any such civil action that may arise out of the provisions of this Agreement.

9.3 Indemnification of the Authority by the District. To the fullest extent permitted by law, the District shall indemnify and hold harmless the Authority and its officers, agents and employees from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Authority or any of its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of the District in the execution or implementation of this Agreement or with respect to the Feasibility Study, including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Feasibility Study. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

9.4 Members, Employees Not Liable. No member or employee of the Authority shall be charged or held personally or contractually liable by or to the District under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

District Name: City of Haverhill

School Name: Dr. Albert B. Consentino Middle School

Project ID Number: 201801280100

9.5 Assignability. The District shall not assign any interest, in whole or in part, in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

9.6 Payment Not A Waiver.

The Authority's payment(s) to the District under this Agreement or its review, approval or acceptance of any actions by the District under this Agreement shall not operate as a waiver of any rights under this Agreement and the District shall remain liable to the Authority for all damages incurred by the Authority as a result of the District's failure to perform in accordance with the terms and conditions of this Agreement.

The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim either during or after performance of this Agreement.

9.7 Notices. Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Authority:

Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: (617) 720-8460

If to the District:

City of Haverhill
Haverhill Public Schools
4 Summer Street, Room 104
Haverhill, MA 01830
Attention: Superintendent

or to such other address or addressee as the District and the Authority may from time to time specify in writing. Any notice shall be effective only upon receipt, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by a confirmation slip that bears the time and date of receipt.

District Name: City of Haverhill

School Name: Dr. Albert B. Consentino Middle School

Project ID Number: 201801280100

9.8 Severability. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

9.10 No Waiver. No waiver by either party of any term or conditions of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

9.11 Integration. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the Feasibility Study and constitutes the entire agreement between the Parties hereto with respect to the Feasibility Study and the Authority's funding of a portion of the eligible, approved costs of the Feasibility Study.

9.12 Amendments. This Feasibility Study Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

District Name: City of Haverhill
School Name: Dr. Albert B. Consentino Middle School
Project ID Number: 201801280100

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day
of _____, 2020.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

By,

John K. McCarthy
Executive Director

CITY OF HAVERHILL

By,

NAME (type or print)

TITLE (type or print)



DOCUMENT

8.21

CITY OF HAVERHILL

In Municipal Council

Resolved: Having convened in an open meeting on May 12, 2020, prior to the Feasibility Study Agreement submission date, the City Council of Haverhill, in accordance with its charter, by-laws, and ordinances, hereby authorizes the Mayor to sign the Massachusetts School Building Authority Feasibility Study Agreement for the A.B. Consentino Middle School located at 685 Washington Street, Haverhill, MA 01832, a copy of which is attached and included herein.



8.3

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

MAY 5, 2020

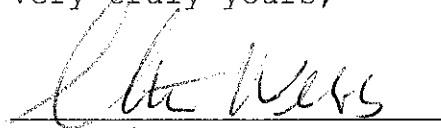
TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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
April as filed in the Assessors Office.

Very truly yours,



Christine Webb, MAA
Assessor

Transaction Summary All Years
City of Haverhill

All Entry Date range 04/01/2020 through 04/30/2020 for Abatements, Exemptions

Totals	Tax	Interest	Fees	Tax	Interest	Fee	Refund	Abate	Exemp	Adjust	Transfers
	Paid	Paid	Paid	Reversals	Reversals	Reversals	Reversals				
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00
2018 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	885.91	0.00	0.00	0.00
2018 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	885.91	0.00	0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	955.91	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00
2019 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,098.30	0.00	0.00	0.00
2019 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,098.30	0.00	0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,168.30	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,283.77	0.00	0.00	0.00
2020 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,283.77	0.00	0.00	0.00
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,467.11	7,099.00	0.00	0.00
2020 Real Estate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,467.11	7,099.00	0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40,750.88	7,099.00	0.00	0.00
Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,875.09	7,099.00	0.00	0.00
Total All Charges								49,974.09			

Total All Charges: Add all columns except Adjustments.

Hearings June 9 2020

Linda Koutoulas

From: Ayres, Lisa <Lisa.Ayres@nationalgrid.com>
Sent: Tuesday, May 05, 2020 2:55 PM
To: Linda Koutoulas
Cc: Bolduc, Michelle
Subject: FW: EXT || Re: Park St. JO & UG hearings on March 24, 2020

10.1

Good afternoon Linda,

Maria called me this afternoon regarding the joint pole and conduit petitions on Park St. (WR# 29010579) and requested I email you with this request.

Please bring back to the City Council for a scheduled public hearing, originally scheduled for March 24, 2020 but postponed due to Covid-19 pandemic.

Thank you.

Lisa Ayres

nationalgrid

Work Support - NE North
1101 Turnpike St.
North Andover, MA 01845
978-725-1418

lisa.ayres@nationalgrid.com

From: Ayres, Lisa
Sent: Monday, May 04, 2020 7:59 AM
To: Linda Koutoulas <lkoutoulas@cityofhaverhill.com>
Subject: RE: EXT || Re: Park St. JO & UG hearings on March 24, 2020

Hi Linda,

I'm inquiring if you have the documentation I previously sent regarding the above listed petitions?

I'm working from home and do not have the ability to send. All documentation will need to be re-created for email transmission. So, I wanted to touch base to see if the City of Haverhill kept the documentation before duplicating these documents.

Questions contact – Joe Ientile 978-766-3114

Hearing March 24
2020

Petition of the Massachusetts Electric Company d/b/a NATIONAL GRID
Of NORTH ANDOVER, MASSACHUSETTS
For Electric Conduit Location:

To the City Council of Haverhill, Massachusetts

Respectfully represents the Massachusetts Electric Company d/b/a NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Park St. - Haverhill, Massachusetts.

The following are the streets and highways referred to:

29010579 Park St. - National Grid to install approximately 3 +/- feet of concrete encased conduit beginning at a point approximately 4 feet south of the centerline of the intersection of Park St. and Park Pl. and continuing approximately 3 feet in a south direction.

Location approximately as shown on plan attached.

IN CITY COUNCIL: March 10 2020

VOTED: that COUNCIL HEARING BE HELD

MARCH 24 2020

Attest: _____ City Clerk

Massachusetts Electric Company d/b/a

NATIONAL GRID

BY

Engineering Department

Dave Johnson/lla

IN CITY COUNCIL: March 24 2020

TABLED TO A DATE TO BE DETERMINED

Attest:

City Clerk

①
Park St
+ Park Pl

4/1

Electric Conduit Location

10.2

Haverhill

10.2.11

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 17th day of January 2020.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked - Park St. - Haverhill, Massachusetts.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

209010579 Park St. - National Grid to install approximately 3 +/- feet of concrete encased conduit beginning at a point approximately 4 feet south of the centerline of the intersection of Park St. and Park Pl. and continuing approximately 3 feet in a south direction.

I hereby certify that the foregoing order was adopted at a meeting of the held on the day of, 20

....., 20

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

Attest:

.....

..... hereby certify that on20....., at o'clock,M at, a public hearing was held on the petition of Massachusetts Electric Company d/b/a NATIONAL GRID for permission to construct the underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.

IN CITY COUNCIL: March 24 2020
TABLED TO A DATE TO BE DETERMINED

Attest:

City Clerk

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

Hearing
Electric Conduit Location
March 24 2020
Park St

Questions contact Joe Ientile 978-766-3114

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Haverhill, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Park St. - National Grid to install (1) JO Pole on Park St. beginning at a point approximately 0 feet south of the centerline of the intersection of Park St. and Park Pl. and continuing approximately 4 feet in a south direction.

Location approximately as shown on plan attached.

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

29010579

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

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

IN CITY COUNCIL: March 10 2020
VOTED: that COUNCIL HEARING BE HELD
MARCH 24 2020
Attest:

City Clerk

IN CITY COUNCIL: March 24 2020
TABLED TO A DATE TO BE DETERMINED
Attest:

City Clerk

Massachusetts Electric Company d/b/a
NATIONAL GRID
BY

Engineering Department

Dave Johnson/lla

VERIZON NEW ENGLAND, INC.

BY *Karen Levesque*
Manager / Right of Way

Hearing March 24
2020

10.3

②
Park St
&
Park Pl
42

Ngrid

Questions contact – Joe Ientile 978-766-3114

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Haverhill, Massachusetts

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

that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 17th day of January 2020.

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

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Park St. - Haverhill, Massachusetts.

29010579 Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

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

Park St. - National Grid to install (1) JO Pole on Park St. beginning at a point approximately 0 feet south of the centerline of the intersection of Park St. and Park Pl. and continuing approximately 4 feet in a south direction.

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

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

IN CITY COUNCIL: March 24 2020

~~TABLED~~ TO A DATE TO BE DETERMINED

Attest:

City Clerk Massachusetts

City/Town Clerk.

20 .

42, B

March 24 2020

Park St. & Park Pl.

10,311

42-B

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

Attest:

City/Town Clerk

I hereby certify that on _____ 20 , at _____ o'clock, M
At _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND,
INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded,
and that we mailed at least seven days before said hearing a written notice of the time and place of
said hearing to each of the owners of real estate (as determined by the last preceding assessment
for taxation) along the ways or parts of ways upon which the Company is permitted to erect
Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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

Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:

City/Town Clerk

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

12,1,1

*NEW _____
*RENEWAL ☒ _____

DATE OF REQUEST 3-20-2020 DATE OF APPROVAL _____

NAME: William Belkus

ADDRESS: 2 Irving Ave, Haverhill 01830

TELEPHONE #: 978 357 1854

VEHICLE TYPE: 2014 Ford Flex

PLATE #: 2LA 78E

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

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

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

If yes, location? _____

x William Belkus
Applicant Signature

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

☒ Approve ☐ Denied

Reason for denial

Alan R. P. [Signature]
Chief of Police Signature

☐ Approve ☐ Denied

Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

CP Officer Pearl
If you move before the expiration of the HP sign, please contact the police and inform them of your change of address. (Signs are not transferrable to new locations.)

To: Chief Denaro
From: Officer Pearl
Date: March 11, 2020
Re: Handicap sign request (renewal)

Sir,

I have received a renewal application for a handicap parking sign from William Belkus. He has an active Massachusetts handicap placard issued to him. I have inspected the location and his request is appropriate. He currently has no off street parking. He lives on a dead end street and actually is located at the dead end. There is no change in his status. I would recommend that his application be renewed for another 2 years.

Respectfully Submitted,



Officer Pearl

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

*NEW ☒
*RENEWAL ☐

12, 1, 2

DATE OF REQUEST 4/17/20 DATE OF APPROVAL _____

NAME: CAROLE DEBLOIS

ADDRESS: 30 BELLEVUE AVE 1ST FL.

TELEPHONE #: 978-764-4184

VEHICLE TYPE: SUBARU 2011 (Red)

PLATE #: 6954 GR

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

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

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

If yes, location? _____
" MY ENTRANCE IS
" CORNER ALEXANDER WAY
" Carole DeBlois 30 BELLEVUE AVE
Applicant Signature PUT SIGN. →

- Please include a copy of your current handicap placard or handicap registration, along with this application. 30 ft from entrance

☒ Approve ☐ Denied

Reason for denial

Ala R. P. [Signature]
Chief of Police Signature

☐ Approve ☐ Denied

Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

Hillside St

Hillside St

Hillside St

Bellevue Ave

Hillside St

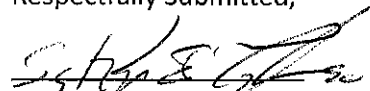
Hillside St

TO: Chief DeNaro
FROM: Sergeant Kevin Lynch
DATE: May 05, 2020RE: Handicap Parking Sign Application

Chief,

I have spoken with Carole DeBlois 30 Bellevue Ave. #1 in regards to her application for a new handicap parking sign that she is requesting the sign be installed on Alexander Way. She advised that she does not have access to the driveway, and she utilizes the side entrance door. DeBlois was advised that the sign would need to be at 30 Feet from the intersection of Bellevue Ave. At this time it appears that DeBolis meets all the requirements for a handicap parking sign, and I would recommend that the sign be installed at the location.

Respectfully Submitted,



Sergeant Kevin F. Lynch

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

*NEW ☒ X
*RENEWAL _____

12.13

DATE OF REQUEST 3-11-2020 DATE OF APPROVAL _____

NAME: Joe Du1

ADDRESS: 24 Arch St. 01832

TELEPHONE #: 978-324-1019

VEHICLE TYPE: Truck + Car

PLATE #: Vet. DD9 / 1 JAN 91

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

If yes, why is there a need for a handicap parking sign? I would like to park in frt. of my House
My wife has Lung + Back Problem's, I have leg Problem, + take care of my mother 96 year old,

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

If yes, location? _____

x Joe Du1
Applicant Signature

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

☒ Approve ☐ Denied

Reason for denial

Alan R. P. [Signature]
Chief of Police Signature

☐ Approve ☐ Denied

Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

Attn: Officer Pease

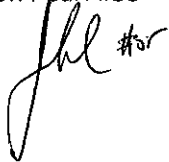
To: Chief DeNaro
From: Officer Pearl
Date: March 23, 2020
RE: Handicap Parking sign application

Sir,

I have spoken with Joe Dul of 24 Arch St. in regards to his application for a handicap parking sign. I also inspected the location. I spoke with Mr. Dul who reports his wife suffers from bad lungs and back problems. He also has leg problems and cares for his 96 year old mother. He reports it is extremely hard to park in front of his house due to the large volume of cars in the area. Walking long distances is difficult for Dul and his wife and mother. At this time it appears that he meets all the requirements for a handicap sign and I would recommend that a sign be placed at the location.

Respectfully Submitted,

Officer Jason Pearl #55

A handwritten signature in black ink, appearing to read 'J. Pearl', with a small '#55' written to the right of the signature.

15.1

CITY COUNCIL

MELINDA E. BARRETT

PRESIDENT

COLIN F. LePAGE

VICE PRESIDENT

JOSEPH J. BEVILACQUA

JOHN A. MICHITSON

THOMAS J. SULLIVAN

TIMOTHY J. JORDAN

MICHAEL S. MCGONAGLE

MARY ELLEN DALY O'BRIEN

WILLIAM J. MACEK



CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

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

May 5, 2020

TO: President and Members of the City Council:

Councillor Michael McGonagle requests the removal of a handicap parking space at 25 Vine Street, as it is no longer needed.


City Councillor Michael McGonagle

Name of Street Location	Regulation	Hours/Days
East side from intersection with River Street northerly right-of-way line to a point 30 feet northerly	No parking	—
In front of 9 Varnum Street, except for 1 24-hour handicapped parking space at No. 9 [Added 6-14-1994 by Doc. 54-C]	No parking	24 hours
15 Varnum Street [Repealed 11-13-2012 by Doc. 21-L]		
Verndale Street		
32 Verndale Street [Added 3-12-2019 by Doc. 29-G; repealed 7-23-2019 by Doc. 29-S]		
Victory Avenue [Added 1-21-2003 by Doc. 15]		
Corner of 44 Victory Street and Longview Street, except for 1 24-hour handicapped parking space at No. 44	No parking	24 hours
Vine Street [Added 10-14-2003 by Doc. 15-N]		
17 Vine Street [Added 4-4-2017 by Doc. 9-P; repealed 5-8-2018 by Doc. 22-E]		
* [In front of 25 Vine Street, except for 1 24-hour handicapped parking space at 25 Vine Street	No parking	24 hours
Wall Street		
Entire length, both sides	No parking	—
Wall Street [Amended 3-24-2009 by Doc. 39-J]		
All as shown on the On-Street Central Business District Parking Map dated 9/19/08, and revised as of 03/10/09, filed in the Office of the City Engineer, Plan 2B/3227, a copy of which is also on file with the City Clerk.		
Walnut Street		
All as shown on the Central Business District Parking Map dated 12/04/2012, as last revised on 01/07/2014, filed in the office of the City Engineer, Plan 2B/3418, a copy of which is also on file with the City Clerk [Amended 9-6-2011 by Doc. 23-F; 8-7-2012 by Doc. 22-C; 2-26-2013 by Doc. 30; 5-21-2013 by Doc. 30-B; 1-28-2014 by Doc. 13-B]		
Warren Street [Added 11-20-1984 by Doc. 38-M]		
From Kenoza Avenue north for 20 feet, west side	No parking	—
From 20 feet north of Kenoza Avenue north for 46 feet, west side, 2 spaces	Time limited: 15 minutes	8:00 a.m. to 5:00 p.m., Mon. through Sat. inclusive, except legal holidays
Washington Avenue [Amended 8-28-2001 by Doc. 8-M; 5-14-2002 by Doc. 44-J; 4-18-2006 by Doc. 29-G; 3-24-2009 by Doc. 39-J]		



26B

Document 26-B

CITY OF HAVERHILL

In Municipal Council April 28 2020

1611

Ordered:

That Eight Hundred Fifty Three Thousand Dollars (\$853,000) is appropriated for engineering services for the development of plans and specifications for road and bridge reconstruction on North Avenue, including the payment of all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount pursuant to Chapter 44, Section 7(7) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

Further Ordered: That any premium received by the City upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this order in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Further Ordered: That the Treasurer is authorized to file an application with the appropriate officials of the Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized to be borrowed pursuant to this loan order and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

PLACED ON FILE for at least 10 days

Attest:

City Clerk

Bond order

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

April 24, 2020

City Council President Melinda Barrett and Members of the Haverhill City Council

RE: Order to borrow \$853,000.00 to fund the engineering services for the development of plans and specifications for road and bridge reconstruction on North Avenue

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

Please see attached an order authorizing the Mayor to borrow \$853,000.00 to fund the engineering services for the development of plans and specifications for road and bridge reconstruction on North Avenue. This project will remake North Avenue to the Plaistow Line and make critically needed repairs to the Frye Pond Dam.

The City has selected a designer for the project to reconstruct North Avenue. While the project construction costs would be paid by Federal Highway Association (80%) and MassDOT (20%), it is the City's responsibility to pay for the design. We have gone out to bid for design services, and the low bid was \$853,000. We are still negotiating and it is possible that it will end up at a lower amount.

The City does have some funds from Wingate Nursing Home Expansion to apply to the design costs. We received \$400,000 from the developer, as the council might recall, as part of settlement of their lawsuit. That \$400,000 is part of the reason we are able to proceed with this project. We used a portion of it for preliminary design. There is \$335,983.20 remaining in that account.

Normally I would suggest borrowing only the remaining \$516,916.80. In light of the projected difficulties in next year's budget, I suggest we borrow the entire amount and use the \$335,000 to help balance next year's budget.

This project was slated to begin in 2023. The State has proposed moving it to 2026, which the city strongly opposes. We are attempting to persuade the state to allow us to move the project forward to 2022 so that the critical repairs to the dam can be made.

We cannot move forward unless we have a designer on board and we have the design underway. Allowing this bond authorization will allow us to hire the designer and give us a chance to move forward.

The total construction portion of the project is a little over \$17 million. An investment of \$853,000 to gain \$17 million in construction money is a worthwhile investment. This bond order must be placed on file for two weeks, after which time I recommend approval.

Respectfully submitted,


James J. Fiorentini, Mayor

JJF/lyf

CITY COUNCIL

MELINDA E. BARRETT
PRESIDENT
COLIN F. LEPAGE
VICE PRESIDENT
JOSEPH J. BEVILACQUA
JOHN A. MICHITSON
THOMAS J. SULLIVAN
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WILLIAM J. MACEK



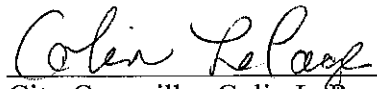
CITY OF HAVERHILL
 HAVERHILL, MASSACHUSETTS 01830-5843

16.2
 CITY HALL, ROOM 204
 4 SUMMER STREET
 TELEPHONE: 978 374-2328
 FACSIMILE: 978 374-2329
 www.cityofhaverhill.com
 citycncl@cityofhaverhill.com

April 28, 2020

TO: President and Members of the City Council:

Councillor Colin LePage requests a discussion regarding the communities' general mental health coping strategies and supports during the Covid-19 Pandemic.


 City Councillor Colin LePage

IN CITY COUNCIL: May 5 2020
 POSTPONED TO MAY 12 2020
 Attest:

 City Clerk

PROCLAMATION

**National Skilled Nursing Care Week
May 10 - 16, 2020**

121

WHEREAS We honor and respect our elders and citizens of any age with physical or intellectual disabilities who reside in skilled nursing care centers in Haverhill; and,

WHEREAS Skilled nursing care centers throughout our area are holding events in observance of National Skilled Nursing Care Week, May 10 to 16, 2020, using this year's theme of "Sharing our Wisdom,"; and,

WHEREAS I urge all citizens to visit a loved one, family member or friend residing in any care setting and offer a kind word, a personal touch, and spend time participating in various activities to unite those from all walks of life in need of our continuing love and support; and,

WHEREAS My administration is committed to quality health care, we take this moment to embrace the essence of the theme "Sharing our Wisdom." Let's join all residents, patients, caregivers, nurses, other staff, volunteers and visitors in celebrating their special week.

**THEREFORE, I, MAYOR JAMES J. FIORENTINI, DO HEREBY PROCLAIM
THE WEEK OF MAY 10TH TO 16TH, 2020 AS**

NATIONAL SKILLED NURSING CARE WEEK

A week to honor both our vulnerable citizens who receive care and the dedicated ones giving care. And urge all the citizens of Haverhill to take cognizance of this event and participate fittingly in its observance.



IN WITNESS WHEREOF, I hereunto
Set My Hand And Caused The Seal Of
The City Of Haverhill To Be Affixed This
12th Day Of May In The Year Of Our
Lord Two Thousand and Twenty.


JAMES J. FIORENTINI, MAYOR

PROCLAMATION

Whereas, May 14th marks the sixth annual Childhood Apraxia of Speech Day during which awareness will be raised about Childhood Apraxia of Speech, an extremely challenging speech disorder in children; and

Whereas, Childhood Apraxia of Speech (CAS) causes children to have significant difficulty learning to speak and is among the most severe speech deficits in children; and

Whereas, without appropriate speech therapy intervention, children with apraxia are placed at high risk for secondary impacts in reading, writing, spelling, and other school-related skills; and

Whereas, that such primary and secondary impacts diminish future independence and employment opportunities if not resolved or improved; and

Whereas, most children with apraxia of speech will learn to communicate with their very own voices only if they receive early intervention, appropriate, intensive, and frequent speech therapy; and

Whereas, it is imperative there be greater public awareness about childhood apraxia of speech among community members, physicians, education professionals, policy makers, and elected officials; and

Whereas, our highest respect goes to these children, as well as their families, for their effort, determination and resilience in the face of such obstacles.

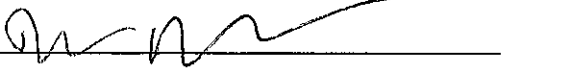
NOW, THEREFORE I, JAMES J. FIORENTINI MAYOR of the City of Haverhill, Massachusetts, do hereby proclaim May 14, 2020 as

APRAXIA AWARENESS DAY

in the City of Haverhill, Massachusetts and encourage all residents to increase awareness and understanding of Childhood Apraxia of Speech.



IN WITNESS WHEREOF I have
hereunto set my hand and caused the Seal
of the City of Haverhill to be affixed this
12th day of May in the year of our Lord
two thousand and twenty.


MAYOR JAMES J. FIORENTINI

CITY COUNCIL

MELINDA E. BARRETT
PRESIDENT
COLIN F. LEPAGE
VICE PRESIDENT
JOSEPH J. BEVILACQUA
JOHN A. MICHITSON
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CITY OF HAVERHILL HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

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
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, 4/23/18
38-D	Communication from Councillors Sullivan and Barrett requesting an update on City's emergency management plan and status of working generators in all public building in City	Public Safety	3/20/18 1/23/19
93-L	Communication from President Michitson requesting to introduce Dave Labrode to discuss street tree plantings	NRPP	8/7/18 2/28/19
38-I	Communication from Councillor Macek to refer City's Ch. 255 – Zoning, Article XVIII, Solar Energy Systems, Sec. 255-185 thru 255-194 to Administration & Finance Committee	A & F	3/12/19 4/3/19, 8/5/19
13-Y	Communication from Councillor LePage to discuss accounting of revenue funds received from Licensed Marijuana establishments & their allocation to mitigate costs and impacts to city	A & F	3/12/19 8/5/19
38-J	Communication from Councillor Macek requesting a discussion about reserve parking spaces at City Hall designated for Registry of Motor Vehicles	NRPP	3/19/19
79-F	Communication from Councillor Sullivan requesting to introduce Kathleen Fitts, Gale Park Assoc. to request the city replace the Gale Park Fountain in fiscal year 20	NRPP	6/25/19
79-T	Communication from Councillors Sullivan and Barrett re: discussion with VINFEN & Haverhill Police Dept. regarding incident in neighborhood of 20 Westland Ter. group home on 7/5 and steps being taken to better supervise residents and reduce police calls to residence	Public Safety	7/23/19
89-D	Communication from Councillors LePage, Michitson, Jordan requesting discussion on reducing exposure of persons under 21 yrs. of age to outdoor advertising (billboards) of marijuana products and zoning regulations pertaining to smoke and/or vapor stores in Haverhill	A & F	7/23/19 8/6/19
89-K	Communication from Councillor Macek requesting open discussion relative to the process for Establishing a Charter Commission to review the current City of Haverhill Charter	Citizen Outreach A & F	8/6/19
89-U	Communication from Councillor LePage re: applying for Community Compact Best Practices Program grant for benefit of city and its residents	Citizen Outreach A & F	9/17/19
89-V	Communication from Councillor McGonagle requesting a discussion about school bus safety	Public Safety	9/17/19

DOCUMENTS REFERRED TO COMMITTEE STUDY

11	Communication from Councilor Jordan requesting to introduce Steve Costa of Citizens for Haverhill Fire to discuss Mayor's CIP and occupational cancer	Public Safety	1/7/20
11-S	Communication from Councillor Sullivan requesting a discussion regarding a property owner's request to lease or purchase City land abutting their property at 256 Whittier Rd.	NRPP	2/4/20
34-P	Communication from Councillor Sullivan requesting a discussion regarding the disposal of cremated remains on public property	NRPP	3/17/20
34- O	Communication from Councillor McGonagle requesting to introduce Donald Jarvis to discuss tax reduction for veterans	A & F	4/7/20
58-M	Communication from Councillors LePage and Daly O'Brien re: the possible use of Hale Hospital Trust Funds for ongoing City health care programs and issues	A & F	4/21/20

CITY COUNCIL

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PRESIDENT
COLIN F. LePAGE
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LONG TERM MATTERS STUDY LIST

- 38-F Communication from Councillors Barrett and LePage requesting to discuss double poles in the City
A & F 3/15/16, 9/6/16, 11/3/16, 1/17/17, 5/11/17, 10/24/17, 3/6/19
- 26E City of Haverhill – Mayor’s Recommendations, Capital Improvement Program – 2016-2020
A & F 5/31/16, 11/3/16, 5/11/2017, 7/25/17, 2/15/18, 3/6/19, 4/17/19
- 82 Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking
– Fees, Rate and Terms
A & F 7/10/18
- 82-B Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking
- Chart
A & F 7/10/18