



CITY OF HAVERHILL
CITY COUNCIL AGENDA
Tuesday, June 2, 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:
 - 5.1. Communication from Mayor Fiorentini requesting to address the Council to give an update on Haverhill's efforts regarding the Coronavirus (COVID-19) crisis
 - 5.2. Mayor Fiorentini submits letter of support for Haverhill's application for MVP Action Grant FY21 funding to fund a Feasibility Study for the removal of the *Little River Dam*, located just north of Winter st on Little River
 - 5.2.1. Council President Melinda Barrett requests Council approval of letter of support for Feasibility Study for the removal of *Little River Dam*, located just north of Winter St on Little River
 - 5.3. Mayor Fiorentini submits for approval an Ordinance Relating to Outdoor Dining – Emergency Preamble - to expand eligible outdoor dining options:
 - 5.3.1. Ordinance re: Outdoor Dining – Emergency Preamble
 - 5.4. Mayor Fiorentini submits following Orders pertaining to the *Bradford Rail Trail Project* and requests approvals:
 - 5.4.1. Order – Acquisition of Temporary Easements for Rail Trail Construction Purposes
 - 5.4.2. Order – Confirmation of Title to and Dedication of City-owned properties
 - 5.4.3. Order – Acquisition of Interests in Land of Massachusetts Electric Company
 - 5.4.4. Order – Order of Taking – Temporary Easements & Taking and Dedication of City Properties
 - 5.4.5. Order – First Amendment to Lease and Assent Agreement; Mass Electric Co
 - 5.4.6. Order – Grant of Easement and Agreement; Mass Electric Co
 - 5.4.7. Order - First Amendment to Confirmatory Grant of Easement & Agreement; Mass Electric Co



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6. COMMUNICATIONS FROM COUNCILLORS TO INTRODUCE AN INDIVIDUAL(S) TO ADDRESS THE COUNCIL:

- 6.1. Communication from Council President Barrett and Councillor Sullivan requesting to acknowledge the work of Amanda Buckley, outgoing Veteran Services Director
- 6.2. Communication from Councillor Bevilacqua to discuss a proposal and to introduce Michael Harrington, Principal/CEO All Pro Electric, Haverhill who proposes supplying and installing electric vehicle chargers downtown at no cost to the City

7. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28

8. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:

- 8.1. Communication from William Pillsbury, Economic Development & Planning Director submitting following Resolution authorizing Mayor to submit all documents related to Monogram Foods at 25 Computer Drive:
 - 8.1.1. Resolution of the City Council of Haverhill Massachusetts authorizing Mayor to submit all documents required to the EDIP (State Economic Development Incentive Program)– adopts and authorizes Mayor to approve and execute a TIF Agreement on the basis of the new construction of a manufacturing facility at 25 Computer Drive

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

10. HEARINGS AND RELATED ORDERS:

- 10.1. Document 44: Petition from Attorney John McKenna for applicant Amerco Real Estate Co and U-Haul Company of Eastern Mass requesting Special Permit under POD Ordinance for *Storage Containers* pursuant to Zoning Ordinance Section 120-16; for the use of more than 2 regulated storage containers for more than 6 months at 211-219 Lincoln av; *Rivers Edge Plaza*
Comments from various City Departments are included

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. Roseanna Searles for 74 Portland st, 2nd floor, right - *new*
- 12.2. Amusement/Event Applications:
- 12.3. Tag Days:



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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**

13. MOTIONS AND ORDERS

14. ORDINANCES (FILE 10 DAYS)

- 14.1. Ordinance re: Vehicles and Traffic: Amend City Code**
Chapter 240; Central Business District Parking Map dated 8/17/2011 be revised and amended by relocating 2 handicap parking spaces from the easterly side of entrance of Merrimack st Parking Lot to the 2 most easterly parking spaces abutting the entrance to the Herbert H Goecke Jr Parking Deck and map shall now reflect 06/02/2020 wherever said words and figures should appear in Chapter 240 **File 10 days**
Related communication from William Cox Jr, City Solicitor

15. COMMUNICATIONS FROM COUNCILLORS:

- 15.1. Communication from Council President Barrett and Councilor Michitson**
requesting to discuss expanding COMCAST's Internet availability to low-income residents and to extend the COMCAST's Essentials offer through 60 days after schools return to classrooms
- 15.2. Communication from Councillor Jordan, on behalf of Jeff Grassie of the**
Haverhill Farmer's Market, approval to go forward with the *Farmer's Market* this Summer and Fall



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16. UNFINISHED BUSINESS OF PRECEDING MEETING:

- 16.1. Document 8-C; Ordinance re: Vehicles and Traffic; Avco rd, South Side, No Parking from 10' before mailbox for #110, for 80'
- 16.2. Document 9-E; Ordinance re: Parking – 25 Vine st; Delete Handicap Parking
- 16.3. Document 9-F; Ordinance re: Parking – 30 Bellevue av; Add Handicap Parking
- 16.4. Document 9-G; Ordinance re: Parking – 24 Arch st; Add Handicap Parking *All Filed May 20 2020*

17. RESOLUTIONS and PROCLAMATIONS:

18. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS:

19. DOCUMENTS REFERRED TO COMMITTEE STUDY

20. LONG TERM MATTERS STUDY LIST

21. ADJOURN

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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May 29, 2020

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

RE: Communication from the Mayor regarding Coronavirus

Dear Madame President and Members of the Haverhill City Council:

I am requesting to address the City Council at their meeting on Tuesday, June 2nd, to give an update on Haverhill's efforts regarding the Coronavirus (COVID-19) crisis.

Very truly yours,

James J. Fiorentini (LYF)
James J. Fiorentini
Mayor

JJF/lyf

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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May 29, 2020

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

RE: FY21 MVP Action Grant Application

Dear Madame President and Members of the Haverhill City Council:

I am writing to you in support of City of Haverhill's FY21 MVP Action Grant Application. This grant will fund a Feasibility Study for removal of the Little River Dam.

Very truly yours,

James J. Fiorentini (LYF)
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
TIMOTHY J. JORDAN
MICHAEL S. MCGONAGLE
MARY ELLEN DALY O'BRIEN
WILLIAM J. MACEK



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

5.2.11
CITY HALL, ROOM 204
4 SUMMER STREET
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www.cityofhaverhill.com
citycncl@cityofhaverhill.com

May 29, 2020

Kara Runsten, Municipal Vulnerability Preparedness Manager
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

RE: FY21 MVP Action Grant Application – City of Haverhill

Dear Ms. Runsten:

The Haverhill City Council supports the City of Haverhill's application for MVP Action Grant FY21 funding. We commit to supporting this project.

Haverhill's MVP Action Grant will fund a Feasibility Study for the removal of the Little River Dam, located just north of Winter Street on the Little River. During the City's Community Resilience Building workshop, City stakeholders identified areas upstream of the Little River Dam as a particular concern in terms of flooding. The Little River Dam was originally built to power the Stevens Mill, although it has not been used for this purpose for many decades. The dam is believed to contribute to upstream flooding at areas along Apple Street and Little River Street, both of which are located within the Acre Neighborhood, one of the City's mapped environmental justice communities.

Exploration of removal of the dam through this feasibility study is the first step in responding to key priorities identified in the City's Community Resilience Building Workshop and promoting a suite of potential benefits that would result from dam removal, including:

- Reduced flooding risk in an environmental justice neighborhood
- Potential addition of a river access point and public green space amenity from land recovered from the dam's impoundment
- Increased tree cover in the downtown area
- Increased marketability of the Stevens Mill property for mixed-use redevelopment and affordable housing (sale of the property has been hindered in part by liability associated with dam ownership)
- Environmental benefits associated with removal of a barrier to fish passage along the Little River

The Haverhill City Council supports the City in its commitment to the project and to a robust outreach and engagement campaign to ensure that the voices of the City's residents, including its most vulnerable populations, will be heard in this resilience building process.

5.2

Haverhill has a commitment to building local resiliency. This is an exciting project for the City and will engage stakeholders and residents throughout the City to identify designs and strategies that will make the community more resilient to ongoing and future climate change impacts.

Sincerely,

Melinda E. Barrett, President
Haverhill City Council

MEB/bsa

c: Mayor James Fiorentini
City Councillors

513

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
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May 29, 2020

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

RE: Amended Temporary Outdoor Dining Ordinance

Dear Madame President and Members of the Haverhill City Council:

Please find attached an Ordinance Relating to Outdoor Dining. This ordinance will amend our existing outdoor dining regulation. In order to support Haverhill's restaurants and eateries during Phase II of the Commonwealth's COVID-19 reopening plan, this proposed ordinance allows for greater physical distancing and safety for customers and employees. This ordinance expands eligible outdoor dining options and was developed in consultation with many of our restaurants and dining establishments. I recommend approval.

Very truly yours,

James J. Fiorentini (LYF)

James J. Fiorentini
Mayor

JJF/lyf



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

*File 10 days
5,311 after
passage*

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 222

AN ORDINANCE RELATING TO OUTDOOR DINING

EMERGENCY PREAMBLE:

WHEREAS, a special emergency involving the health and/or safety of the people exists within the City of Haverhill as a result of the grave threat that the spread of COVID-19 presents to the public health;

WHEREAS, on March 19, 2020 the Mayor of the City of Haverhill and in conjunction with the Haverhill Board of Health declared a State of Emergency to respond to the spread of COVID-19;

WHEREAS, on March 23, 2020 Governor Charles D. Baker issued an Order entitled "Assuring Continued Operation of Essential Services in the Commonwealth, Closing Certain Workplaces and Prohibiting Gatherings of More than 10 People.", along with subsequent related Orders;

WHEREAS, restaurants and on-premises food service establishments have been severely impacted by the closing of their businesses, except for take-out service, since March, 2020;

WHEREAS, restaurants and on-premises food service establishments comprise a vital sector of the economy of the City of Haverhill and are a major source of employments for its citizens;

WHEREAS, the Commonwealth is expected to issue Orders allowing restaurants and on-premises food service establishments to resume operations with certain restrictions and encouraging the use of outdoor spaces for service, and, legislation is expected to be passed which will quickly facilitate the service of food, beverages and alcoholic beverages in outdoor settings;

WHEREAS, in order to take all steps necessary to allow restaurants and on-premises food service establishments to commence on-premise service as quickly as

possible, while mitigating the spread of COVID-19 in order to protect the health and welfare of the people of the City of Haverhill, provisions are necessary for the establishment of revised outdoor dining; therefore,

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 222 of the Code of the City of Haverhill, as amended, be further amended by adding the following:

**“ARTICLE XVI
TEMPORARY OUTDOOR DINING**

222-98 Temporary Provisions.

Notwithstanding any other provisions of the Code of the City of Haverhill, including Article XII Outdoor Dining and Article XIV Parklets of Chapter 222, the following temporary program to allow restaurants, cafes, fast food outlets, coffee shops, and other similar places of public accommodation offering food and beverages, including alcoholic beverages, (“establishments”) for on-premises consumption to operate safely in outdoor settings. Any provision of existing Ordinances which is inconsistent with this Ordinance, such provisions shall be temporarily suspended.

222-99 Purpose.

The intent of the program is to allow for greater physical distancing and safety for customers when the Commonwealth's public health orders allow restaurants to resume sit-down service, as outlined in Phase 2 of reopening Massachusetts. This is a temporary program to support our local eateries and residents. It will be available for the duration of the outdoor summer/fall dining season through November 1, 2020, at which time the City may evaluate a potential expansion of the program. The City reserves the right to require the user to remove the street seating if and when it determines it to be necessary, for any reason and at any time. All furnishings and lighting must be easily removed at the end of the program period.

222-100 Eligible Outdoor Areas.

Under this program, eligible businesses may be able to temporarily expand into the following types of outdoor areas:

Private property, including off-street parking lots with the property owner's consent.

Public right-of-way, including sidewalks, street parking spaces, public parking lots, boardwalks, public parks and any other public areas with the permission of the Mayor, and, possibly closing select streets.

222-101 Limitations.

Private Property - These properties can expand outdoors on their own property or on a neighboring property (with permission from the other property owner), including using any number of off-street parking spaces.

Public Right-of-Way - Proposals to expand into the public right-of-way will require that a right-of-way inspector, designated by the Director of Inspectional Services, visit the business location and consider the closure proposal from a mobility and safety perspective. An inspector may be able to approve a simple inspection in the field and issue an approval no later than the following business day. More complex requests will be reviewed for:

- **Safety:** ensuring any closure of the public right of way is done safely;
- **Mobility:** considering impacts to people's ability to get around the closure by foot, bike, wheelchair and car and how the proposal mitigates impacts with a traffic control plan, if necessary;
- **Local and emergency access:** local access to adjacent homes and businesses must be maintained.

Once a temporary patio is established, a right-of-way inspector will do a final inspection.

222-102 Conditions and Restrictions.

All conditions and restrictions below apply to the new, temporary outdoor patio space only.

All establishments must provide food service in order to be eligible for outdoor dining.

Unless these provisions are renewed or expanded, businesses will have one week (through November 9, 2020) to remove any fixtures from their outdoor area.

Hours of Operation: Outdoor patios opened under this program must close by 10 p.m. on Sundays - Thursdays and by 11 p.m. on Fridays and Saturdays.

Allowed Uses of the Patio: Outdoor patios established under this program can only be used for sit-down food and beverage service or customer pick-up and carry-out service.

All seating areas must comply with all applicable federal, state, and local laws and regulations, including the Americans with Disabilities Act, and, any state recommended or mandated COVID 19 distancing and restaurant service policies.

To prevent additional encroachment onto public space and to contain the sale of alcohol within the establishment's public right-of way seating area, the area must be separated from any pedestrian walk space with a non-movable system of enclosure, such as decorative fencing with removable bollards. Establishments using public right-of way areas that do not serve alcohol do not need this non-movable system of enclosure.

Total seating shall not exceed the restaurant's maximum occupancy.

Only movable tables, chairs, umbrellas and heat lamps shall be placed on public right-of-way areas. Temporary awnings or tents over the public right-of-way areas may be used, provided they are approved by the right-of-way inspector.

They cannot be used for activities that would promote congregating, involve shared equipment, or amplify sound, including but not limited to:

Standing areas

Live music

Outdoor games

Music over speakers

Movies

Broadcast sports

Loudspeaker call systems

Pets, except as provided in the Americans with Disabilities Act.

222-103 Parking.

Because of the reduced capacity of any establishment due to safe distancing practices, off-street parking spaces that are required by the Code to meet a minimum number of spaces may be utilized for outdoor patio space provided the right-of-way inspector approves the temporary reduction.

222-104 Permits and Licenses.

Establishments seeking to institute outdoor dining during this period to serve food and beverages shall apply for and obtain a permit to be issued by the Director of Inspectional Services. No other permit or license shall from any other board, department or officer of the City shall be required. No public hearing and no other notice or hearing other than what is specifically required by this ordinance or by state law shall be required; however, any permit application shall be sent to the Police Chief, Fire Chief and Department of Public Works Director, or their designees, who shall review and comment on the application within 2 business days of receipt of the application.

The online permit application shall request: 1. description and diagram of the area where service will be provided, include the number and type of tables, chairs, umbrellas, tents, awnings, heat lamps and any barriers, railings or other temporary dividers to be used; 2. contact information for the restaurant owner, and if any expansion is planned in public areas or onto the property of adjacent owners contact information for the adjacent owner. 3. The number of tables and occupancy of each proposed table and what services will be required in the expanded area and whether the applicant wishes to provide table service, and whether alcohol or food will be served. Applicants shall also provide a certificate of insurance and a sidewalk bond, both of which shall name the City as an insured.

If the establishment is seeking to serve alcoholic beverages in the outdoor dining area, the application shall also be referred to the License Commission for compliance with any requirements of the Massachusetts Alcoholic Beverages Control Commission (ABCC). In the event that a hearing is required by the License Commission, a meeting shall be held within two weeks. No fee of any type shall be required unless required by state law. The application shall be allowed unless the license commission can state clear and coherent reasons for denial. The license commission shall be able to set reasonable terms and conditions regarding the serving of alcohol if allowed by law, however, the License Commission shall not in any way contradict the intent or purposes of these provisions.

Any requests to close streets or alleys for the purpose of on-premises consumption in outdoor settings shall be acted on by the Director of Inspectional Services, after consultation with the Police Chief, Fire Chief and Department of Public Works Director, or their designees.

222-105 Fees.

No fees shall be charged for any permits or licenses required to establish outdoor dining facilities during the effective period of these provisions, including, but not limited to, the License Commission, Building Inspector and Board of Health.

222-106 Sharing Patio Space.

Businesses may not share outdoor premises, because it will make performing contact tracing very difficult. Each establishment must maintain control of its operations and food and beverage service within its own outdoor premises.

222-107 Temporary Signs.

For the duration of this ordinance, eligible businesses may install temporary signs in excess of the allowed size or number permitted by Chapter 255 Zoning of this Code. Temporary signs must be made of fabric, vinyl, paper, or corrugated plastic, and, must be affixed to the eligible business' building or property or within a permitted use of public right-of-way space. Signs must allow for at least four feet of clearance for pedestrians, although at least six feet is preferred. Temporary signs that adhere to these requirements do not need a building permit.

222-108 Parklets.

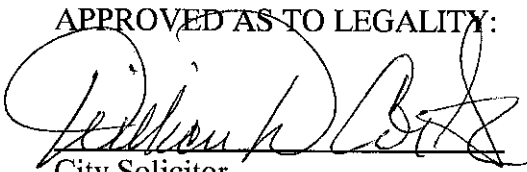
Parklets, as defined by 222-84 of the Code, shall be permitted and established according to the provisions of this Article during this temporary period.

222-108 Assistance Grants.

Assistance grants shall be available through the Community Development Office to assist establishments with the costs and expenses of setting up outdoor dining, including parklets."

This Ordinance is temporary and shall terminate November 1, 2020, unless renewed by Order of the City Council and Mayor prior thereto.

APPROVED AS TO LEGALITY:


City Solicitor

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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May 29, 2020

City Council President Melinda Barrett and Members of the Haverhill City Council
Haverhill City Hall
4 Summer Street, Room 204
Haverhill, MA 01830

Re: Petition to Acquire and Dedicate Land and Easements for Bradford Rail Trail – Phase 2

Dear Members of the City Council:

Please accept this Petition for the purpose of authorizing the acquisition of land and easements for, and dedicating portions of certain City-owned parcels to, rail trail and transportation purposes, to accomplish Phase 2 of the Bradford Rail Trail Project (the "Phase 2 Project"). The Phase 2 Project involves extending the Bradford Rail Trail from South Main Street to and through the City's Washington Landing, which extension is shown as "Parcel A" (the "Rail Trail") on plans entitled "Easement Plan of Land Bradford Trail Haverhill, MA," dated May 15, 2020, prepared by SMC (3 sheets), copies of which is enclosed with this Petition.

The Phase 2 Project involves three (3) elements:

First, the City needs to acquire, by eminent domain, temporary easements on parcels of land abutting the Trail for the purpose constructing the Phase 2 Project, which easements will terminate four (4) years after the Order of Taking is recorded with the Registry.

Second, the Massachusetts Department of Transportation requires the City to have good title to the City-owned parcels of land that are part of the Phase 2 Project (the "City Project Parcels"), and, further, requires the City Project Parcels to be expressly dedicated to rail trail and transportation purposes. There are three City Project Parcels: the Rail Trail, as mentioned above, which was acquired by the City by a release deed; a parcel of land that abuts land owned by the Crescent Yacht Club, for which there is no clear record title; and the City landing known as the Washington Landing, for which there is no clear record title. I request that the City Council take the City Project Parcels by eminent domain for the purpose of confirming the City's title and also for the purpose of dedicating the entirety of the Trail and portions of the other City Project Parcels to rail trail and transportation purposes.

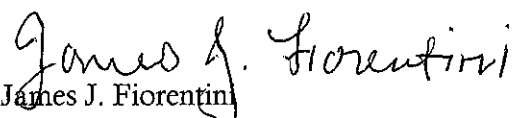
Third, the City needs to acquire temporary and permanent easements on the parcel of land abutting the Landing, which is owned by Massachusetts Electric Company ("National Grid"), for trail-related purposes. National Grid intends to convey such rights to the City, for total consideration of \$15,600, through various documents, including a First Amendment to Lease and Assent Agreement, a Confirmatory Grant of Easements, a First Amendment to Confirmatory Grant of Easements and Agreement, and a Grant of Easements. I request the City Council authorize me to execute such documents on behalf of the City.

5.4

As you are aware, the Bradford Rail Trail is a significant project for the City of Haverhill and its residents. Once completed, the Bradford Rail Trail will create more open, recreational space within the City and will also enhance economic development in the surrounding area by drawing more people to the area. The Phase 2 Project will be funded, similar to the prior phase, in significant part by federal and state grants, which require strict adherence to implementation timelines. Therefore, action on this Petition at your meeting scheduled for June 2, 2020, which will authorizing the foregoing actions, is greatly appreciated.

Please do not hesitate to contact my office with any questions or comments on this Petition.

Very truly yours,


James J. Fiorentini
Mayor

Enclosures:

- (a) Copy of plan of Parcel A (the Trail)
- (b) City Council Orders: Taking of Temporary Easements,
Taking and Dedication of City Properties, and
Authorization for National Grid Easements
- (c) Orders of Taking: Taking of Temporary Easements, and
Taking and Dedication of City Properties
- (d) National Grid documents: Grant of Easements,
First Amendment to Lease and Assent Agreement,
First Amendment to Confirmatory Grant of Easement, and
Confirmatory Grant of Easements



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

Acquisition of Temporary Easements for Rail Trail Construction Purposes

ORDERED:

DOCUMENT # _____

ORDERED:

That the City Council of the City of Haverhill, by virtue of and in accordance with the authority of the provisions of Chapter 79 of the Massachusetts General Laws, as amended, and of any and every other power and authority which is hereunto in any way enabling, adopt an Order of Taking to take temporary easements in parcels of land located on or off South Main Street, Ferry Street, and Railroad Street in Haverhill, Massachusetts, and shown as "X-TE-4", "X-TE-5", "X-TE-6", "X-TE-7", "X-TE-8", and "X-TE-9" on a plan entitled "Easement Plan of Land Bradford Trail Haverhill, MA", dated May 15, 2020, prepared by SMC, for the purpose of constructing of a rail trail and related improvements on the adjacent City-owned rail trail corridor known as the Bradford Rail Trail, and for any and all purposes and uses related or incidental thereto; and to pay the total sum of \$3,150 as damages for said easements.

Damages are awarded for said taking to each property owner in the amounts set forth in Schedule B to the Order of Taking, which is not to be recorded with said Order.

In the City Council: June ____, 2020

Passed: Yeas ____, Nays ____

Attest:

Approved: June ____, 2020

City Clerk_____
James J. Fiorentini, Mayor



DOCUMENT

5, 4, 2

CITY OF HAVERHILL

In Municipal Council

Confirmation of Title to and Dedication of City-owned Properties

ORDERED:

DOCUMENT # _____

That the City Council of the City of Haverhill, by virtue of and in accordance with the authority of the provisions of Chapter 79 of the Massachusetts General Laws, as amended, and of any and every other power and authority which is hereunto in any way enabling, adopt an Order of Taking to acquire, by eminent domain, the following interests in land:

1. The fee in and to the parcel of land shown as "Parcel A" on a plan entitled "Easement Plan of Land Bradford Trail Haverhill, MA", dated May 15, 2020, prepared by SMC (the "Taking Plan") (and also shown as "Parcel A" on a plan entitled "Plan of Land Located in Haverhill, Mass. Land to be Conveyed from Boston and Maine Corporation to City of Haverhill", dated March 14, 2016, recorded with the Essex South District Registry of Deeds in Plan Book 453, Plan 45), for the purpose of dedicating and devoting said parcel of land in perpetuity for rail trail and transportation purposes, and for the purpose of confirming the City's title thereto, and, further, to authorize the Mayor to grant, for the purposes of confirming and/or granting, for nominal consideration of One Dollar, easements in said parcel of land or any portions thereof to the Massachusetts Electric Company as more particularly described in and pursuant to the Indenture between Boston and Maine Railroad Co. and Eastern Massachusetts Electric Company dated September 30, 1926 and recorded with said Deeds in Book 2692, Page 557 as amended by Agreement from Boston and Maine Railroad Co. to Massachusetts Electric Company and New England Power Company dated August 3, 2006, and recorded with said Deeds in Book 25953, Page 463;
2. The fee in and to the parcel of land shown as "Parcel B" ("Parcel B") on the Taking Plan for the purposes for which said Parcel B is currently held, including, without limitation, for general municipal and recreational purposes, and for the purpose of confirming the City's title thereto, with the portion of Parcel B shown as "E-1" on said plan also being held and designated for and dedicated to recreation and rail trail purposes in perpetuity;
3. The fee in and to the parcel of land shown as "Parcel C" ("Parcel C") on the Taking Plan for the purpose of a City Landing and for the purpose of confirming the City's title thereto, with the portion of Parcel C shown as "E-2" on said Easement Plan also being held and designated for and dedicated to recreation and rail trail purposes in perpetuity

No damages are awarded for the taking.

In the City Council: June ____, 2020

Passed Yeas ____, Nays ____

5182

Attest:

Approved: June ____, 2020

City Clerk

James J. Fiorentini, Mayor

721366/HAVR/0006



DOCUMENT

CITY OF HAVERHILL

Acquisition of Interests in Land of Massachusetts Electric Company
In Municipal Council

ORDERED:

1. That the City Council of the City of Haverhill hereby authorizes the Mayor, or his designated representative, to acquire the following interests in the parcel of land of Massachusetts Electric Company and described in deeds recorded with the Essex South Registry of Deeds in Book 2721, Page 326, and Book 4393, Page 408, all as shown more particularly on a plan of land entitled "Easement Plan of Land Bradford Trail Haverhill, MA", dated May 15, 2020, prepared by SMC (3 sheets): (i) a permanent easement in, on and under the parcel of land shown as "PE-D-1" on said plan for drainage purposes; (ii) a permanent easement in, on and under the parcel of land shown as "X-E-3" on the plan for constructing and using a paved access road, fencing and other improvements; and (iii) temporary easements in, on and under the parcels of land shown as "X-TE-3" and "X-TE-10" on the plan for the purpose of constructing, installing, and placing a rail trail and related improvements on the adjacent City-owned rail trail corridor known as the Bradford Rail Trail and shown on said plan, limited grading, and installation of temporary erosion control measures;
2. That the City Council of the City of Haverhill hereby authorizes the Mayor, or his designated representative, to acquire a permanent easement in a portion of land of Massachusetts Electric Company, which land is described in a deed recorded with the Essex South Registry of Deeds in Book 4393, Page 408 and Book 5034, Page 317, and which portion subject to said easement is shown as "Permanent Easement, X-S-1, Area = 34,767 SF +/-1" on a plan entitled "Permanent Easement Plan for Bradford Trail Located in the City of Haverhill, County of Essex, Massachusetts, dated September 2, 2014, as revised, prepared by Chappell Engineering, LLC, recorded in Plan Book 444, Page 92, for the purpose of constructing and maintaining a compensatory storage area and certain improvements and plantings;
3. That the City Council of the City of Haverhill hereby authorizes the Mayor, or his designated representative, to acquire the permanent right to enter upon, access, construct, maintain and use for rail trail and transportation purposes the land subject of an Indenture of Lease by and between Eastern Massachusetts Electric Company (n/k/a Massachusetts Electric Company) and Boston and Maine Railroad dated September 30, 1926 and recorded with said Registry of Deeds in Book 2692, Page 557, as amended by Agreement dated August 3, 2006 recorded with said Registry of Deeds in Book 25953, Page 463;
4. That the Mayor is authorized to acquire the foregoing interests, for total consideration of \$15,600, by gift, purchase, or eminent domain, on such other terms and conditions as the Mayor deems in the best interest of the City, and to enter into and execute leases, easement agreements, assent agreements and any and all other agreements with Massachusetts

Electric Company for the foregoing purposes, and, further, to take all actions necessary or appropriate to accomplish the foregoing.

In the City Council: June _____, 2020

Passed Yeas _____, Nays _____

Attest:

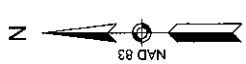
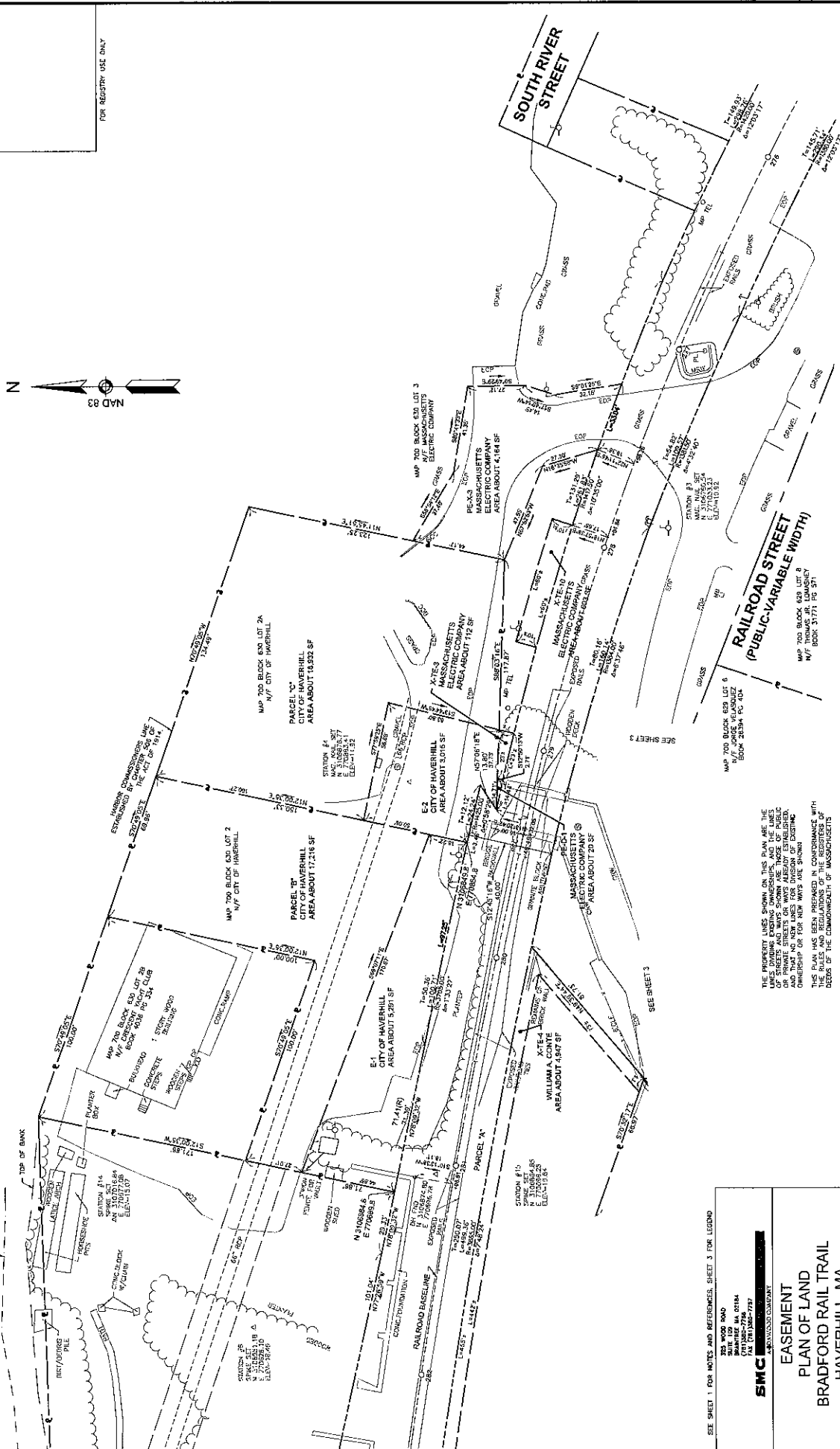
Approved: June _____, 2020

City Clerk

James J. Fiorentini, Mayor

MERRIMACK RIVER

EDGE OF RIVER



FOR REGISTRY USE ONLY

SEE SHEET 1 FOR NOTES AND REFERENCES. SHEET 3 FOR LEGEND

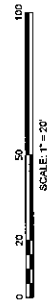
200 0000 0000
 DATE: 10/10/2014
 TIME: 10:10:14
 FILE: 2000000000.dwg
 SMC

EASEMENT
 PLAN OF LAND
 BRADFORD RAIL TRAIL
 HAVERHILL, MA
 PREPARED FOR: SPATIAL CONSULTING SERVICES, INC.
 DATE: MAY 20, 2020
 SCALE: 1"=20'
 SMC Dwg. No. 2000000000.dwg

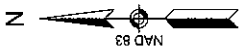
SHEET 2 OF 3

THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE
 RESULT OF A SURVEY MADE IN ACCORDANCE WITH THE
 RULES AND REGULATIONS OF THE BOARD OF REGISTRY
 AND THAT NO NEW LINES FOR DIVISION OF EASEMENT
 OWNERSHIP OR FOR NEW WAYS ARE SHOWN
 THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH
 THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY
 OF THE COMMONWEALTH OF MASSACHUSETTS

KERN, HANLEY, PLS
 MASSACHUSETTS REG. NO. 31313



MAP NO.	250
DATE	10/10/2014
TIME	10:10:14
FILE	2000000000.dwg
PROJECT NO.	2000000000
SHEET NO.	2 OF 3



Date	MAY 29, 2020
PN No.	200078.00
Owner by	EP
Quoted by	KH
Quoted by	EP
Working No.	20000800015.dwg
Page	1 OF 1



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

5.9.9

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

ORDER OF TAKING

At a regularly convened meeting of the CITY COUNCIL of the CITY OF HAVERHILL held this ____ day of June, 2020, it was voted and ordered as follows:

The City Council of the CITY OF HAVERHILL, duly elected, qualified, and acting on behalf of the City, in accordance with the vote taken by the City Council on June 2, 2020, a certified copy of which is attached hereto and incorporated herein, the provisions of Massachusetts General Laws, Chapter 79, and the City's Charter, as amended, and of any and every other power and authority which is hereunto in any way enabling, does hereby take, on behalf of the City, certain rights in parcels of land located on or off South Main Street, Ferry Street, and Railroad Street in Haverhill, Massachusetts, which rights and which parcels of land are described more particularly as follows:

Temporary easements in, on, under and over the parcels of land shown as "X-TE-4" (containing 4,947± s.f.), "X-TE-5" (containing 1,523± s.f.), "X-TE-6" (containing 245± s.f.), "X-TE-7" (containing 150± s.f.), "X-TE-8" (containing 126± s.f.), and "X-TE-9" (containing 274± s.f.) (collectively, the "Easement Premises") and recorded herewith, a reduced copy of which is attached hereto as Exhibit A and incorporated herein (the "Easement Plan"), for all purposes incidental to the construction of improvements on a rail trail known as the Bradford Rail Trail and other improvements related thereto on the abutting rail trail corridor owned by the City and shown on the Easement Plan and for any and all purposes and uses related or incidental thereto, including, without limitation, surveying, constructing, inspecting, and installing improvements upon said rail trail corridor, erecting temporary structures, parking and storing vehicles and equipment, changing the grade of the Easement Premises to accommodate the improvements within said City rail trail, and all other acts incidental thereto. The temporary easements shall expire in four (4) years from the date this Order of Taking is recorded with the Registry of Deeds.

The City shall have the right to enter upon the Easement Premises by foot and motor vehicles and with heavy equipment from time to time and at any time for the purposes set forth herein. Upon completion of its use of said easements, the City shall restore the surface of the Easement Premises to as close to its original condition as is practicable.

5.9.8

This taking does not include structures presently situated on the Easement Premises, but does include the right of the City to remove such structures whenever their removal shall be required for the purposes set forth herein. This taking include such trees and shrubs within the Easement Premises whose removal is necessary to carry out the purposes of the easements taken herein. By this Order, the City takes no interest in existing easements affecting the Easement Premises, if any.

The parcels of land subject to the aforesaid easement are owned or supposed to be owned and/or formerly owned by the parties listed in Schedule A, attached hereto and incorporated herein, which parties are hereinafter collectively referred to as Owners. If in any instance the name of any Owner is not correctly stated, the names of the supposed Owner being given as of this Order of Taking, it is understood that in such instance said parcel of land is owned by an Owner or Owners unknown to us.

The amount awarded as damages to the other Owner or Owners of the parcels in accordance with the provisions of G.L. c.79, §6, as amended, and to any other person or corporation having an interest therein, is set forth on Schedule B attached hereto and incorporated herein, but which shall not be recorded with the Essex South District Registry of Deeds.

No betterments are to be assessed under this taking.

[Signatures appear on following page]

5, 8, 8

IN WITNESS WHEREOF, we, the duly elected and qualified City Council for the City of Haverhill have hereunto set our hands and seal this _____ day of June, 2020.

CITY OF HAVERHILL,
By its City Council

Melinda E. Barrett, President

Timothy J. Jordan

Colin F. LePage, Vice President

Michael S. McGonagle

John A. Michitson

Mary Ellen Daly O'Brien

Joseph J. Bevilacqua

William J. Macek

Thomas J. Sullivan

APPROVED:

APPROVED AS TO FORM:

James J. Fiorentini,
Mayor

Shirin Everett, KP Law, PC.
Special Assistant City Solicitor

5.9.9

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day June, 2020, before me, the undersigned notary public, personally appeared _____, member of the City Council for the City of Haverhill, as aforesaid, who proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the foregoing instrument in my presence, and further acknowledged that he/she signed the foregoing voluntarily for its stated purpose on behalf of the City of Haverhill.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day June, 2020, before me, the undersigned notary public, personally appeared James J. Fiorentini, Mayor of the City of Haverhill, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the foregoing instrument in my presence, and further acknowledged that he signed the foregoing voluntarily for its stated purpose as Mayor of the City of Haverhill.

Notary Public
My Commission Expires:

5.88

EXHIBIT A

(reduced copy of easement plan)

5.9.9

SCHEDULE A

List of Property Owner

Parcel No. (area)	Property Owner	Property Address, Haverhill 01830	Registry Book/Page
X-TE-4 (4,947± s.f.) X-TE-5 1,523± s.f.), and X-TE-8 (126± s.f.)	William A. Conte	South Main Street 20 Ferry Street	Book 7227, Page 585, and Book 11047, Page 135
X-TE-6 (245± s.f.)	Jesenia Duran and Jerome G. Parchment	17 Ferry Street	Book 36502, Page 313
X-TE-7 (150± s.f.)	Ronda Conte, Trustee, Eighteen Ferry Trust	18 Ferry Street	Book 9989, Page 517
X-TE-9 (274± s.f.)	27 Ferry Street Condominium Association	27 Ferry Street	Master Deed 22294, Page 53 Deed in Book 16768, Page 5

SCHEDULE B

Schedule of Damages

Parcel No. (area)	Property Owner	Property Address, Haverhill 01830	Damages Awarded
X-TE-4 (4,947 \pm s.f.) X-TE-5 1,523 \pm s.f.), and X-TE-8 (126 \pm s.f.)	William A. Conte	South Main Street 20 Ferry Street	\$1,700.00
X-TE-6 (245 \pm s.f.)	Jesenia Duran and Jerome G. Parchment	17 Ferry Street	\$550.00
X-TE-7 (150 \pm s.f.)	Ronda Conte, Trustee, Eighteen Ferry Trust	18 Ferry Street	\$400.00
X-TE-9 (274 \pm s.f.)	27 Ferry Street Condominium	27 Ferry Street	\$500.00



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

514.5

ORDERED:

FIRST AMENDMENT TO LEASE AND ASSENT AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND ASSENT AGREEMENT (this "**First Amendment**") is made as of this _____ day of _____, 2020, by and between **MASSACHUSETTS ELECTRIC COMPANY** a Massachusetts corporation having a usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter the "Lessor") and the **CITY OF HAVERHILL**, a municipal corporation having a principal place of business at 4 Summer Street, Haverhill, Massachusetts 01830 (hereinafter the "Lessee").

WITNESSETH:

WHEREAS, by Lease and Assent Agreement dated September 17, 2014 (the "**Lease**"), Lessor leased and assented to Lessee using a portion of Lessor's fee and easement properties in Haverhill, Massachusetts, for the purpose of constructing and maintaining a paved trail for pedestrian and bicycle use and other Permitted Uses, as defined in said Lease, for a term set to expire on September 13, 2113.

WHEREAS, Lessee has requested that the Premises, as defined in the Lease, be expanded to include additional easement parcels owned by the Lessor with additional improvements to be installed thereon, and Lessor has agreed to such expansion; and

WHEREAS, Lessor and Lessee desire to formally set forth their understandings and agreements whereby the Premises and the uses thereof by the Lessee for the Permitted Uses will be expanded; and

WHEREAS, capitalized terms used herein without definition shall have the same meanings as ascribed to such terms in the Lease; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LESSOR'S PROPERTY.

(a) The description of the Lessor's Property as shown on Exhibit A attached to the Lease is hereby amended by deleting the description of the "EASEMENT PARCELS" and substituting the following description therefor:

"The easements granted to Massachusetts Electric Company by Boston and Maine Corporation described in Section Two, Subsection 2.1, Item III (Georgetown Branch) of that Agreement dated August 2, 2006 recorded with the Registry in Book 25953, Page 463; as confirmed by that Grant of Confirmatory Easement granted to Massachusetts Electric Company by the City of Haverhill dated September 17, 2014 and recorded with the Registry in Book 33551, Page 596, and that Grant of Confirmatory Easement granted to Massachusetts Electric Company by the City of Haverhill dated June ____, 2020 and recorded with the Registry in Book ____, Page ____."

5.4.5

(b) The description of the Lessor's Property as shown on Exhibit A attached to the Lease is hereby amended by revising the description of the "FEE PARCELS" to include additional property owned by Lessor and described as follows:

That certain parcel of land located in Haverhill, Massachusetts more particularly described in that deed from Nellie G. Taylor et al to Eastern Massachusetts Electric Company, a predecessor to New England Power Company, dated May 12, 1927 and recorded with the Essex South District Registry of Deeds in Book 2721, Page 326, by virtue of a deed from New England Power Company to Merrimack-Essex Electric Company, predecessor by merger to MEC, dated July 19, 1957 and recorded with the Essex South District Registry of Deeds (the "Registry") in Book 4393, Page 408. Merrimack-Essex Electric Company merged into MEC as of September 5, 1962 as evidenced by a Confirmation of Merger recorded with the Registry in Book 4975, Page 1. The Supplemental License Areas described in Section 7 of this Amendment are part of the foregoing Lessor's Property.

2. AMENDED PLANS AND SPECIFICATIONS. The second WHEREAS clause in the Lease is hereby deleted and the following WHEREAS clause substituted therefor:

"WHEREAS, the Lessee desires to use a portion of the Lessor's Property to the extent depicted on the following plans: (i) that plan in 6 sheets (hereinafter, the "Original Property Plan") entitled "HAVERHILL BRADFORD RAIL TRAIL LEASE, ASSENT & EASEMENT PLANS" dated September 16, 2014 and prepared by Stantec, 226 Causeway Street, 6th floor, Boston, MA 02114 ("Stantec"), reduced copies of which are attached hereto as Exhibit B-1 and made a part hereof, for the purpose of constructing and maintaining a paved rail trail layout for pedestrian and bicycle use (hereinafter "Walkway") with appurtenant features and improvements and with graded shoulders as shown on the final 100% construction, utility and lighting plans entitled "HAVERHILL BRADFORD RAIL TRAIL CONSTRUCTION PLANS RAIL TRAIL," "HAVERHILL BRADFORD RAIL TRAIL DRAINAGE & UTILITY PLANS RAIL TRAIL," and "HAVERHILL BRADFORD RAIL TRAIL LIGHTING PLANS RAIL TRAIL," along with the associated detail and cross-section plans, all dated July 29, 2014 (hereinafter the "Original Plans and Specifications") prepared by Stantec, reduced copies of which Original Plans and Specifications are attached hereto as Exhibit B-2 and made a part hereof; and (ii) that plan containing 3 sheets (hereinafter the "Supplemental Property Plan" and, together with the Original Property Plan, the "Property Plan") entitled "EASEMENT PLAN OF LAND BRADFORD TRAIL HAVERHILL, MA," dated May 15, 2020 and prepared by SMC (3 sheets), reduced copies of which are attached to the First Amendment as Amendment Exhibit A-1 and made a part thereof, for the purpose of constructing and maintaining the Walkway with appurtenant features and improvements and with graded shoulders as shown on the draft construction; and design plans entitled "PRELIMINARY RIGHT OF WAY PLANS HAVERHILL BRADFORD RAIL TRAIL _____," dated _____, 2020 (hereinafter the "Supplemental Plans and Specification", and, together with the Original Plans and Specifications, the "Plans and Specifications"), and prepared by Stantec, reduced copies of which are attached to the First Amendment as Amendment Exhibit A-2 and made a part thereof. Said Walkway was approved by the Haverhill City Council by its Order of Layout dated August 19, 2014 a copy of which is attached as Exhibit C and by its votes taken on June 2, 2020, copies of which are attached to the First Amendment as Amendment Exhibit B, both in connection with Lessee's construction and operation of the Bradford Rail Trail Project (the "Project")."

3. ASSENT AREA. The definition of the Assent Area in the Lease is hereby amended by deleting the third sentence of the Section 1 of the Lease and substituting the following sentence therefor:

“The Lessor also assents to Lessee’s installation and maintenance of the Improvements and the use of the Improvements for the Permitted Uses over that portion of the Premises where Lessor has easement rights as depicted in purple and also labeled X-99A-1 on the Original Property Plan (the “Original Assent Area”) and as depicted in blue and also labeled “Parcel A” on the Supplemental Property Plan (the “Additional Assent Area,” and, together with the Original Assent Area, the “Assent Area”), subject to the terms and conditions set forth in this Lease and subject to the rights of the underlying landowners.”

4. AS-BUILT PLAN. Within sixty (60) days following completion of installation of the Improvements within the Additional Assent Area as shown on the Supplemental Plans and Specifications, the Lessee agrees to deliver to Lessor an “as built” plan prepared by a registered professional engineer indicating the exact location of the Improvements shown on Supplemental Plans and Specification and all final grades within the Additional Assent Area and certifying that said Improvements have been located in strict compliance with the approved Supplemental Plans and Specifications.

5. CONSTRUCTION NOTICE. Section 3, Subsection (iv) of the Lease is hereby amended by substituting Thomas Mulligan with the current Director of Overhead Lines with Jeffery E. Faber, 1101 Turnpike Street, North Andover, MA 01845, (781) 907-3341.

6. VEHICLE LOAD. Section 3, Subsection (xi) of the Lease is hereby amended by removing the reference to “H-20 Load” and replacing it with “HS-25 Load,” which is the current equivalent highway standard.

7. TEMPORARY LICENSE AREAS. Section 15 of the Lease is hereby amended by adding the following new subsection (d):

“(d) Following the First Amendment Effective Date (as hereinafter defined), Lessor further grants Lessee a temporary license to access over those portions of the Lessor's Property depicted in orange and also labeled as “X-TE-3” and “X-TE-10” on the Supplemental Property Plan (the “Supplemental License Areas”) for the purposes of (i) ingress and egress of personnel, vehicles and equipment reasonably required to permit Lessee to construct the Improvements within the Assent Area, and (ii) to perform the work described on that scope of work attached to the First Amendment as Amendment Exhibit C attached thereto and made a part thereof. This license to use the Supplemental License Areas shall expire two (2) years following the First Amendment Effective Date. During said two-year term of this license, the Supplemental License Areas shall be deemed part of the “Premises” under this Lease and the limited grading and erosion control measures shall be deemed part of the “Improvements”, and both shall be subject to all the terms and conditions in this Lease for use of the Premises by Lessee, except that use of the Supplemental License Areas shall only be for the purposes set forth in this Section 15(d) and for no other purpose, including, without limitation, no access by the public shall be permitted over the Supplemental License Areas.”

8. EFFECTIVE DATE: With respect to the Additional Assent Area as shown on the Supplemental Property Plan and Supplemental Plans and Specifications, and notwithstanding any provision in the Lease to the contrary, this First Amendment is expressly conditioned upon, and shall not become effective unless and until, the completion of all of the following to the Lessor's reasonable satisfaction and in accordance with the provisions of this Lease, and the date on which all such conditions are fully satisfied shall be the “First Amendment Effective Date” of this Lease.

(a) Lessee has obtained all of the Approvals in accordance with the terms of this Lease for the Additional Assent Area;

57 4,5

(b) Lessee has provided to Lessor written confirmation, which may be in the form of a written representation by the Lessee, that there are no issues with any abutters regarding Lessee's proposed use of the Additional Assent Area for the Permitted Uses as described in the attached Amendment Exhibit B and further pursuant to the "Order of Taking" by the Haverhill City Council dated June 2, 2020 and recorded with the Essex South District Registry of Deeds (the "Registry") in Book _____, Page _____. In addition, Lessee has provided a copy of the vote by the Haverhill City Council evidencing the Lessee's authorization for its entry into this Lease as evidenced by the "~~Acquisition of Interest in Land In-Fee or by Lease Easement or Agreement~~" of Massachusetts Electric Company", dated June 2, 2020, a copy of which is attached to the First Amendment as Amendment Exhibit B.

(c) To the extent Lessee's actions to confirm title to any portion of the Additional Assent Area has wiped out any portion of Lessee's previous rights and easements, Lessee will provide or has provided Lessor with confirmatory easements over the same to the same extent previously granted to Lessor.

(d) Lessee shall provide Lessor with notice that all of the above conditions have been met, and the date of such notice shall be the First Amendment Effective Date.

If any of the conditions contained in this Section 8 are not completed to the Lessor's satisfaction on or before one (1) year from the date of this First Amendment, the Lessor may, at its option, terminate this First Amendment by written notice to the Lessee, in which event this First Amendment shall be null and void and without recourse to the parties hereto, except for any provisions of this First Amendment which by their terms shall survive said termination.

9. RATIFICATION. All other provisions of the Lease shall remain in full force and effect and unchanged except as modified by this First Amendment, and the parties hereto ratify and confirm all such terms and conditions of the Lease not inconsistent herewith. If any provision of this First Amendment conflicts with the Lease, the provisions of this First Amendment shall control.

10. COUNTERPARTS. To facilitate execution of this First Amendment, this First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument.

11. NO MODIFICATION; SEVERABILITY. This First Amendment may not be modified or amended in any manner other than by a written agreement signed by both parties hereto. If any provision hereof is deemed to be invalid, the balance of this First Amendment shall remain in full force and effect and shall be enforceable in accordance with its terms.

12. GOVERNING LAW. This First Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

[SIGNATURE PAGE FOLLOWS]

5.8.5

IN WITNESS WHEREOF, Massachusetts Electric Company has caused these presents to be executed under seal as of the date first written above.

LESSOR:

MASSACHUSETTS ELECTRIC COMPANY

By: _____

Name:

Title:

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____ 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of the Massachusetts Electric Company.

Before me,

Notary Public

My commission expires:

518,5

IN WITNESS WHEREOF, the City of Haverhill has caused these presents to be executed under seal as of the date first written above.

LESSEE:

CITY OF HAVERHILL

By: _____

Name: James J. Fiorentini

Title: Mayor, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of June, 2020, before me, the undersigned notary public, personally appeared James J. Fiorentini, Mayor of the City of Haverhill, as aforesaid, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the City of Haverhill.

Notary Public

My commission expires:

5/8/5

AMENDMENT EXHIBIT A-1

5145

AMENDMENT EXHIBIT A-2

514.5

AMENDMENT EXHIBIT B

5, 8, 5

AMENDMENT EXHIBIT C

Parcel X-TE-3:

The purpose of this temporary license is to grant temporary construction access rights to (a) perform the following proposed work on the Additional Assent Area: tree and brush removal, the removal of a timber rail bridge and granite block abutment walls and the replacement of a 24-inch drainpipe; and (b) construct a proposed 2:1 slope from the trail elevation down toward the parking lot/access drive to the north. A portion of that proposed slope is enclosed in Parcel X-TE-3.

Anticipated construction activity within Parcel X-TE-3 will include tree removal equipment, excavation/grading equipment and contractor personnel performing the work as described above.

All work shall be performed within the lines for Parcel X-TE-3 shown on the Supplemental Property Plan and all activities shall meet OSHA regulations, particularly those regulations specific to nearby electrical utilities above and/or below ground. The contractor shall contact Dig Safe and existing underground utilities marked out prior to commencing with excavating activities.

Parcel X-TE-10:

The purpose of this temporary license is to grant construction access rights to construct a proposed reclaimed granite block retaining wall as shown on the Supplemental Plans and Specifications on the Additional Assent Area. The intent is to reuse the existing granite blocks removed from the timber bridge abutments at this location to support enough earth to construct an overlook area adjacent to the path. Per the detail, the first row of granite blocks will be set at a minimum depth of 2 feet on a bed of 6 inches of gravel borrow. Though it is anticipated that all of the construction activities will be conducted from the trail side of the wall, the existing ground on the MEC Property adjacent to the wall within Parcel X-TE-10 may be disturbed by excavation activities. As such, the proposed design shows proposed loam and seed to a point 5 feet from the face of the wall.

All work shall be performed within the lines for Parcel X-TE-10 shown on the Supplemental Property Plan and all activities shall meet OSHA regulations, particularly those regulations specific to nearby electrical utilities above and/or below ground. The contractor shall contact Dig Safe and existing underground utilities marked out prior to commencing with excavating activities.



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

5.4.6

ORDERED:

GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement (this "Agreement") made as of this ____ day of _____, 2020, by and between **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation having a place of business at 40 Sylvan Road, Waltham, MA 02451 (hereinafter "MEC"), and the **CITY OF HAVERHILL**, a municipal corporation having a principal place of business at 4 Summer Street, Haverhill, Massachusetts 01830 (hereinafter, the "City").

WHEREAS, MEC owns a parcel of land (the "Property") located in Haverhill, Massachusetts more particularly described in that deed from Nellie G. Taylor et al to Eastern Massachusetts Electric Company, a predecessor to New England Power Company, dated May 12, 1927 and recorded with the Essex South District Registry of Deeds in Book 2721, Page 326, by virtue of a deed from New England Power Company to Merrimack-Essex Electric Company, predecessor by merger to MEC, dated July 19, 1957 and recorded with the Essex South District Registry of Deeds (the "Registry") in Book 4393, Page 408. Merrimack-Essex Electric Company merged into MEC as of September 5, 1962 as evidenced by a Confirmation of Merger recorded with the Registry in Book 4975, Page 1; and

WHEREAS, the City desires to obtain an easement on the Property to construct, repair, use and maintain (i) an existing paved access road, fencing and other improvements within an area shown as "PARCEL PE-E-3 MASSACHUSETTS ELECTRIC COMPANY AREA ABOUT 4,164±" (the "Access Easement Area") on that certain plan (the "Easement Plan") entitled "EASEMENT PLAN OF LAND BRADFORD TRAIL HAVERHILL, MA," dated May 15, 2020, prepared by SMC (3 sheets), and recorded with the Registry herein in Plan Book _____, Page _____, a reduced copy of which Easement Plan is attached hereto as Exhibit A and (ii) a drainage pipe and other drainage improvements within an area shown as "PARCEL PE-D-1 MASSACHUSETTS ELECTRIC COMPANY AREA ABOUT 20 SF" (the "Drainage Easement Area") on the Easement Plan, and (iii) and to access said Access Easement Area and Drainage Easement Area (collectively, the "Easement Area") from the City's property adjacent to the Property; and

WHEREAS, in accordance with the "Scope of Work" attached hereto as Exhibit B and made a part hereof (the "Scope of Work") and subject to the terms and conditions of this Agreement, the City intends to construct, install, operate, repair, replace, use and maintain certain improvements ("Improvements") within the Easement Area and on the Property as follows: (i) the drainage pipes and other improvements presently existing or hereinafter installed on the Drainage Easement Area and (ii) [a paved access road, fencing, no-parking signage and gates] as shown on those plans (collectively, the "Improvement Plans") entitled "_____", prepared by _____, reduced copies of which Improvement Plans are attached hereto as Exhibit C and made a part hereof; and

WHEREAS, MEC has agreed to grant the City said easement subject to the terms and conditions of this Agreement.

5.8/6

NOW, THEREFORE, for and in consideration of Five Thousand Six Hundred Dollars (\$5,600), the construction of a fence along the southerly edge of the Access Easement Area and the Property as shown on the Improvement Plans, and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree under seal as follows:

A. GRANT OF EASEMENT

1. MEC hereby grants to the City, its successors and assigns, and the City hereby accepts from MEC for itself and its successors and assigns, without covenants, the right and easement (hereinafter the "Easement") to (i) construct, install, operate, repair, use and maintain the Improvements within the Easement Area and on the Property as presently existing and as shown on the Improvement Plans in accordance with said Improvement Plans, the Scope of Work and the terms and conditions of this Agreement; and (ii) pass and repass on foot and by vehicle over the Access Easement Area to and from the City's adjacent property, subject to the terms and conditions of this Agreement.

The City covenants and agrees with MEC that the new Improvements shall only be constructed or installed by the City in the locations shown on the Easement Plan and the Improvement Plans and in accordance with the specifications set forth in the Scope of Work and the terms and conditions of this Agreement, and that no other improvements shall be constructed, performed or installed on the Property, including the Easement Area, other than the Improvements without the prior written consent of MEC. For the avoidance of doubt, the Easement over the Access Easement Area does not include the right to install underground utilities within the Access Easement Area except as may be consented to by MEC in writing.

The City covenants and agrees to provide MEC with a final "as built" plan prepared by a registered professional engineer indicating the exact location of the Improvements and all final grades within the Property and certifying that the Improvements have been located in strict compliance with the Easement Plan, the Improvement Plans, and the Scope of Work.

2. The City covenants and agrees with MEC that the Easement Area is being granted by MEC "AS IS", "WHERE IS" and "WITH ALL FAULTS," and that MEC has made no representation or warranty concerning the condition thereof, environmental or otherwise, or the adequacy of the Easement Area or the Property for the City's use under this Easement. MEC is under no obligation to restore, repair or maintain the Property, including the Easement Area, or to render the Property including the Easement Area serviceable for access or passage or any other purpose in any respect, and specifically, without limitation, MEC will have no obligation to remove accumulated debris, water, ice or snow. THE CITY HEREBY WAIVES AND MEC HEREBY DISCLAIMS ALL WARRANTIES OF ANY TYPE OR ANY KIND WHATSOEVER AS TO THE PROPERTY INCLUDING THE EASEMENT AREA, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE.
3. MEC, for itself, its successors and assigns, reserves the right to use the land encumbered by the Easement for any and all activities connected with its present or future operations, including, but not limited to, the rights to pass and repass with vehicles and equipment of various loads over the Property, the right to clear and keep clear its facilities of trees and

5186

branches that may endanger its facilities, and the right to construct, reconstruct, install, maintain, repair, renew, replace, operate and add to any existing or future facilities to meet the needs of Grantor's existing or future business provided that MEC agrees not to materially interfere with the City's use and maintenance of the Improvements or the City's access thereto. The City covenants and agrees with MEC that the City, its successors and assigns, will not hinder or interfere with any of said activities or with MEC's access to its existing or future structures or utility facilities or to the Property. The City covenants and agrees with MEC that neither MEC, nor its affiliates, nor any employee or agent of any of them, shall be liable to the City or its successors or assigns with respect to any claims or causes of action or rights to payment of any damages, costs or expenses (including, without limitation, damage to the Improvements) resulting from or in any way connected with the rights herein reserved, including but not limited to damage caused by voltage, fault current or ground current. The City's exercise of its rights in connection with this Agreement and use of the Improvements is at the City's sole risk. The City hereby further releases all of said parties from any and all such claims or demands. This provision shall survive any release or termination of this Agreement.

B. CONSTRUCTION AND MAINTENANCE OF THE IMPROVEMENTS

1. The City covenants and agrees with MEC that the City shall perform all work in connection with the construction, installation, maintenance, operation, use, and repair of the Improvements at the City's sole cost and expense and in accordance with the terms and conditions of this Agreement.
2. The City covenants and agrees with MEC that it shall notify MEC's Director of Overhead Lines, Jeffrey E. Faber, 1101 Turnpike Street, North Andover, MA 01845, (781) 907-3341, at least twenty-four (24) hours before commencing any work, whether related to the initial construction or future maintenance, within the Easement Area. MEC may impose whatever further restrictions or conditions upon the City as is determined to be reasonably necessary for the protection of the Property, the Easement Area and MEC's facilities, whether now existing or hereafter installed. The City covenants and agrees that at all times during the construction of the Improvements, MEC shall have the right, but not the obligation, to have an observer or observers ("Observer") present at the Property, including the Easement Area, to observe and inspect the work and the Easement Area, and take any necessary action, as determined by MEC in MEC's sole discretion, to protect and ensure the safety and integrity of the Property and MEC's facilities and structures. The City agrees that it shall pay MEC for the reasonable expenses associated with the Observer in accordance with this paragraph. Regardless of whether MEC's Observer observes any of the work as set forth herein, MEC shall not be liable for injuries, damage, liabilities or claims hereunder, and the City shall not be released from any liability or obligation hereunder.
3. The City covenants and agrees with MEC that the City, its agents, employees, licensees, servants, contractors and invitees, shall take all necessary precautions for the safety of the City, its agents, employees, licensees, servants, contractors and invitees on, about or within the Property, including the Easement Area, and shall comply with all applicable provisions of federal, state and municipal safety laws, regulations, codes and ordinances and all successor laws, regulations, codes and ordinances and thereto to prevent accidents or injury to persons or property on, about or adjacent to the Property and the Easement Area, including, without limitation, the National Electric Safety Code, 220 CMR 125.00 ("Installation and Maintenance of Electric Transmission"), MGL Chapter 166 Section

5186

21A ("Coming into Close Proximity to High Voltage Lines" except that the required clearance of six feet is insufficient. The minimum clearance allowed by OSHA shall be maintained), and all OSHA regulations governing working clearances to electric distribution and transmission lines. Although OSHA Regulations 29 CFR 1926 Subpart CC and 29 CFR 1926.1501 may be specific to equipment that can hoist, lower, and horizontally move a suspended load, all equipment operating within a right-of-way shall maintain the clearances specified in these regulations, including but not limited to cranes, backhoes, excavators, forklifts, pile drivers, and drill-rigs. In general, the City shall ensure all vehicles, equipment or loads maintain the minimum clearances specified in the OSHA standards unless a more restrictive standard applies in which instance the City shall comply with the more restrictive standard.

4. The Town covenants and agrees with MEC not to load or unload vehicles or equipment, or stockpile or store, temporarily or permanently, soil, materials, trailers, storage containers, vehicles or supplies directly over, next to or beneath MEC's structures or facilities, and in particular, not above any underground lines or under any overhead lines.
5. The City covenants and agrees to adequately ground vehicles, equipment, fences and gates at all times and in accordance with applicable Federal, state and local laws, statutes, rules, regulations and design codes, including, without limitation, those listed in Paragraph 3 above and IEEE Standard 80.
6. The City shall not operate any vehicles or equipment within twenty-five feet (25') of any transmission line pole, tower, guy wire or guy anchor except in strict accordance with the terms and conditions of this Agreement.
7. Except as shown on the Easement Plan and described in the Scope of Work, the City covenants and agrees with MEC that the City shall not conduct any excavation work within twenty-five feet (25') plus two and one half (2.5) times the depth of the cut from any of MEC's structures or facilities existing as of the date of execution of this Agreement, including any poles, towers, guys and anchors, and that the top of any slopes resulting from any such work shall not be within fifty feet (50') of any structure or facility at the Property existing as of the date of execution of this Agreement. Upon completion of the excavation, the slopes of any banks shall be graded on a slope no steeper than one (1) vertical to five (5) horizontal and stabilized with vegetation or rip rap. In MEC's sole discretion, MEC will use whatever resources necessary to stabilize any of its facilities or structures at the Property at the sole cost and expense of the City. Regardless of whether MEC performs any such stabilization, MEC shall not be liable for injuries, damage, liabilities or claims related thereto, and the City shall not be released from any liability or obligation hereunder.
8. The City shall locate all underground lines, wires and appurtenances buried in areas to be excavated and shall protect them against damage. If an underground line or wire is damaged or broken, the City shall immediately notify MEC, stop work in the vicinity of the line or wire, and prevent anyone from having contact with it until such time as MEC determines working in that area is safe.
9. The City covenants and agrees that during the installation, construction, maintenance, repair, and use of the Improvements, the City will not injure or damage the Property, including the Easement Area, nor injure or damage MEC's facilities now or hereafter placed thereon. In addition, the City shall not cover over, stockpile on or deny access to

any of the manholes or handholes on the Property within a ten (10) foot radius of said manholes. At the end of each work day, the City will secure the work site in a manner consistent with safe work practices, such as covering any open trenches with steel plating or installing sleeves where needed. Notwithstanding anything contained herein to the contrary, installation and continued maintenance of the Improvements in the Easement Area shall not, for purposes of this Agreement, be considered "injury or damage" to the Property including the Easement Area.

10. Upon completion of the construction and installation of the Improvements, the City will properly restore the Property, including the Easement Area, in MEC's reasonable discretion, to as good as a condition as existed prior to the commencement of the work but for the Improvements, including, without limitation, replacing such earth and soil removed or disturbed by the location, construction, operation, repair, use and maintenance of the Improvements, re-vegetating all areas disturbed, repaving where necessary, and restoring the Property to its original grade and contour and flush with any manholes or drains.
11. The City covenants and agrees with MEC that the City shall not conduct any blasting or use any explosives at or within the Property, including, without limitation, the Easement Area.
12. The City covenants and agrees with MEC to construct the Improvements to withstand the weight and impact of heavy load vehicles, including, without limitation, HS-25 Load vehicles, and equipment operated by MEC during the maintenance and operation of its existing structures and facilities at or within the Property or operated by MEC during the construction, installation, operation and maintenance of additional structures or facilities at the Property.
13. The City covenants and agrees with MEC to not block or impede access to MEC's Property or facilities at any time, and shall not damage any driveways, roads or trails used to access the Property. In the event any such damage occurs, the City shall restore the Property to as good a condition as existed prior to the entry by the City on the Property.
14. The City covenants and agrees with MEC that the Improvements shall be maintained in good repair and condition at all times.

C. INDEMNITY AND INSURANCE

1. The City agrees, to the extent permitted by law and/or to the extent of the City's insurance coverage (under which MEC is named an additional insured as set forth in Exhibit D), or shall cause any party performing work at the Property on behalf of the City to agree, to defend with counsel reasonably satisfactory to MEC and to pay, protect, indemnify and save harmless MEC, its employees, agents, directors, officers, affiliates, attorneys, consultants, contractors and subcontractors, from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees and expenses of MEC), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from the exercise of this Agreement, and (i) any work, act or omission to act done in, on or in the Property, including the Easement Area, or any part thereof, by or on behalf of the City or any person claiming under the City, or the employees, agents, tenants, contractors, licensees, invitees or visitors of the City or any such person; (ii)

5196

injury to, or the death of, persons or damage to property on the Property, including the Easement Area, or upon adjoining property or in any way growing out of or connected with the installation, construction, use, non-use, condition, possession, operation, maintenance, management, occupation, or repair of the Improvements or the Property including the Easement Area by or on behalf of the City or any person claiming under the City or the employees, agents, tenants, contractors, licensees, invitees or visitors of the City or any such person, or resulting from the condition of the Property, including the Easement Area; or (iii) violation of any agreement or condition of this Agreement or of any applicable federal, state or local statutes, laws, regulations or other requirements affecting the Improvements, the Property including the Easement Area, or the ownership, occupancy or use thereof. The foregoing indemnification shall not include injury or damage directly caused by the gross negligence or willful misconduct of MEC or its agents or employees. The provisions of this paragraph shall survive any release or termination of this Agreement.

2. The City covenants and agrees with MEC that neither the City nor any person claiming under the City, nor the employees, agents, tenants, contractors, licensees, invitees or visitors of the City or any such person shall bring onto, store, generate or permit to be stored or generated on, about or adjacent to the Property (which adjacent property the City owns in fee or otherwise has an interest and upon which it is conducting its activities) including without limitation the Easement Area, any oil, hazardous material, hazardous waste or hazardous substance in reportable quantities, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq (collectively, the "Environmental Laws"). The City shall, to the extent permitted by law and/or to the extent of the City's insurance coverage (under which MEC is named an additional insured as set forth in Exhibit D), or shall cause any party performing work at the Property on behalf of the City to, indemnify and hold MEC harmless for, from and against any claim, liability, loss, damage or expense, including attorneys' fees, arising out of a breach of any of the covenants or agreements of this paragraph. The provisions of this paragraph shall survive any release of this Agreement.
3. The City agrees to pay to MEC upon presentation of an invoice, any and all reasonable costs and expenses for environmental assessment, remediation or response activities, including attorney's fees, which MEC may incur as a result of existing conditions on the Property that are exacerbated as a result of the activities of the City or the employees, agents, tenants, contractors, invitees or visitors of the City while performing work on the Property, including the Easement Area. The provisions of this paragraph shall survive any release of this Agreement.
4. The City covenants and agrees with MEC that the City shall pay all contractors and/or laborers performing or providing materials for construction, installation, maintenance, and repair of the Improvements so as not to cause or permit any liens, including without limitation mechanics' or materialmen's liens, to be recorded or filed against the Property, and, to the extent permitted by law and/or to the extent of the City's insurance coverage (under which MEC is named an additional insured as set forth in Exhibit D), indemnify and hold MEC harmless for, from and against any loss, claim, damage, liability, cost or

5.86

expense, including attorney's fees and expenses, caused by any such contractor or laborer or occasioned as a result of any such lien being recorded or filed against the Property. The provisions of this paragraph shall survive any release of this Agreement.

5. During any period in which the City shall be performing any work with respect to the Improvements or using the Property, including the Easement Area, the City shall, at its sole cost and expense, obtain and keep in force, or cause the party performing such work on behalf of the City to obtain and keep in force, the insurance set forth on Exhibit D attached hereto and made a part hereof. Such insurance will insure all of the indemnity agreements set forth herein.

D. PERMITS AND LICENSES; COMPLIANCE WITH LAWS

1. The City covenants and agrees with MEC that the City shall obtain and be solely responsible for all required permits, licenses, rights or other authorizations, including without limitation all necessary environmental permits, licenses, rights or other authorizations, necessary for the installation, construction, operation, repair, use, and maintenance of the Improvements, and shall promptly provide all copies thereof to MEC.
2. The City covenants and agrees with MEC that the City shall, at its own cost and expense, observe and comply with all applicable present and future laws, ordinances, requirements, orders, directives, rules and regulations of all federal, state and local governments, and all other governmental authorities having jurisdiction over the Improvements or any part thereof, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed (collectively, the "Applicable Laws"), and the City shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including counsel fees and expenses, that may in any manner arise out of or be imposed because of the failure of the City to comply with the covenants of this paragraph.

E. NOTICES

1. All notices, demands or other communication under this Agreement shall be in writing and either delivered by hand or mailed (a) by registered or certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express or other recognized overnight mail carrier furnishing evidence of receipt to the following:

If to MEC: Massachusetts Electric Company
 c/o National Grid
 40 Sylvan Road
 Waltham, MA 02451
 Attention: Director, Real Estate Services

with a copy to: National Grid USA Service Company, Inc.
 40 Sylvan Road
 Waltham, MA 02451
 Attention: Legal Department, AGC – Real Estate

If to The City: City of Haverhill
 4 Summer Street
 Haverhill, Massachusetts 01830
 Attention: Planning Division Director

5.8.6

with a copy to: City of Haverhill
4 Summer Street
Haverhill, Massachusetts 01830
Attention: City Solicitor

Any party may change the address at which it is to receive notices by giving notice to the other party as hereinabove set forth. Any notice or other communication in connection with this Agreement shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted).

F. MISCELLANEOUS

1. It is understood and agreed by and between the parties hereto that the Improvements shall remain the property of the City, its successors and assigns. MEC shall not be responsible for the payment of any taxes on the Improvements. The City agrees that, upon any release or termination of the Easement, unless otherwise agreed to by MEC in writing, the City shall restore the Property to its condition existing prior to the construction of the Improvements at the City's sole cost and expense. If the City fails to commence such restoration within one hundred twenty (120) days following the release or termination of this Easement, MEC shall have the right, but not the obligation, to perform such restoration at the City's sole cost and expense.
2. The rights and easements created hereunder shall be binding on and inure to the benefit of MEC and the City and their respective successors and assigns.
3. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument.
4. The terms and provisions herein contained constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or agreements, express or implied, with respect to the subject matter hereof, other than those expressly set forth herein. Other than the rights expressly granted in this Agreement, there are no other rights or easements granted hereby and none shall be created by implication, necessity or otherwise. No modification or amendment of the provisions of this Agreement shall be binding upon any party hereto unless agreed to in writing by such party.
5. The headings contained in this Agreement are for reference and convenience only, and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.
6. Each of the City and MEC agrees that at any time and from time to time after the execution and delivery of this Agreement, each of them shall, at their own expense, and upon the reasonable request of the other party, execute and deliver such further documents and do such further acts and things as the other may reasonably request in order to more fully carry out the purposes of this Agreement.
7. This Agreement is subject to all encumbrances of whatever kind or nature of record to the extent the same are in force and applicable, and the City covenants and agrees to accept the Easement subject to any and all existing rights, restrictions, easements, encumbrances

5.46

or covenants affecting the Property.

8. The undersigned representatives of the City represent and warrant that the execution, delivery and acceptance of this Agreement and the performance of its obligations have been duly authorized by the City and that said person signing by law has the authority to sign and deliver this Agreement on its behalf.
9. MEC and the City agree that any work performed in or about the Property will be conducted in such manner as to work in harmony with all elements of labor being employed by either party on or adjacent to the Property.
10. This Agreement shall be governed exclusively by the laws of the Commonwealth of Massachusetts and is enforceable in its courts of competent jurisdiction without regard to conflicts of laws.
11. The provisions of this Agreement are severable and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
12. The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land.
13. Pursuant to M.G.L. c. 64D, § 1, no deed excise stamps are required.
14. A copy of the vote by the Haverhill City Council authorizing this Agreement is attached hereto as Exhibit E and incorporated herein.

[Remainder of Page Intentionally Left Blank]

5.46

IN WITNESS WHEREOF, Massachusetts Electric Company has caused these presents to be executed under seal as of the date first written above.

MASSACHUSETTS ELECTRIC COMPANY

By: _____

Name:

Title:

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____ 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of the Massachusetts Electric Company.

Before me,

Notary Public

My commission expires:

5.8.6

IN WITNESS WHEREOF, the City of Haverhill has caused these presents to be executed under seal as of the date first written above.

CITY OF HAVERHILL

By: _____

Name: James J. Fiorentini

Title: Mayor, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of June, 2020, before me, the undersigned notary public, personally appeared James J. Fiorentini, Mayor of the City of Haverhill, as aforesaid, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the City of Haverhill.

Notary Public

My commission expires:

EXHIBIT A

EASEMENT PLAN

5/1/60

5.46

EXHIBIT B

SCOPE OF WORK

Parcel PE-E-3:

The purpose of this easement is to grant access to the City across MEC Property for public access. The easement does not grant the City the right to install or construct permanent features above or underground. Within the limits of the easement, at the request of MEC, a 6 ft chain link fence and gate will be erected at the edge of the existing driveway as shown on the Improvements Plans, except as set forth below. Additionally, "No Parking" signs and posts will be installed along the existing driveway to deter parking on the property.

Notwithstanding what it shows on the Improvement Plans, the proposed swing gate shall not be installed to block access to the abutters living along South River Road adjacent to the MEC Property, and the City has agreed to install fencing and gates on other locations on the MEC Property as mutually agreed by that Letter Agreement dated June 2, 2002, by and between the parties.

Anticipated construction activities will include the transport and stacking of chain link fence/ gate and signage materials on or adjacent to the site. Post hole digger/augers will be used to excavate for fence/gate and signpost foundations.

All work shall be performed within Parcel PE-E-3 as shown on the Easement Plan and all activities shall meet OSHA regulations, particularly those regulations specific to nearby electrical utilities above and/or below ground. The contractor shall contact Dig Safe and existing underground utilities marked out prior to commencing with excavating activities.

Parcel PE-D-1:

The purpose of this permanent easement is to grant access rights to the City to install and maintain a 24-inch drainpipe. This easement is not intended to grant the City rights to install other utilities or other permanent features above or underground other than drainage facilities.

Anticipated construction activity within Parcel PE-D-1 will include excavation/grading equipment and contractor personnel performing the work as follows: a trench will be excavated in line with the existing 24" clay drainpipe. The existing pipe shall be removed and replaced with a 24" reinforced concrete pipe in the same line and grade. The trench shall be backfilled with the excavated material to the proposed line and grade as shown on the Improvement Plans.

All work shall be performed within Parcel PE-D-1 as shown on the Easement Plan and all activities shall meet OSHA regulations, particularly those regulations specific to nearby electrical utilities above and/or below ground. The contractor shall contact Dig Safe and existing underground utilities marked out prior to commencing with excavating activities

EXHIBIT C
IMPROVEMENT PLANS

5/1/06

EXHIBIT D

INSURANCE REQUIREMENTS

- 1 From the commencement of the Agreement, through final expiration or longer where specified below, during any period of time when the City shall be performing work or maintenance at the Property, the City shall provide, or shall cause the party performing the work on behalf of the City to provide, and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA, its affiliates and its subsidiaries including, without limitation, MEC (the "Insured Entities")), covering all operations, work and services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

- (a) **Workers' Compensation and Employers Liability insurance** as required by the Commonwealth of Massachusetts. If applicable, Coverage shall include the U.S. Longshoreman's and Harbor Workers Compensation Act, and the Jones Act. The employer's liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.

If the City is a governmental entity and is exempt from having to obtain and maintain Workers' Compensation and Employers Liability coverage, then the City shall maintain such insurance, if any, to the extent required by the Commonwealth of Massachusetts.

- (b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of the City under or in connection with this Agreement, with minimum limits of:

Bodily Injury (BI)	- \$1,000,000 per occurrence
Property Damage (PD)	- \$ 500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence
OR	
BI & PD per Occurrence	- \$1,000,000
General Aggregate & Product Aggregate	- \$2,000,000 each

- Coverage shall include: contractual liability (with this Agreement being included under the definition of "Insured Contract" thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).
- If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least two years thereafter.
- Additional Insured as required in Article 3 below,
- The policy shall contain a separation of insureds condition.
- Separation of Insureds: Excepting with respect to the Limits of Insurance and any rights or duties specifically assigned to the first named insured, the insurance applies:
 - As if each Named Insured were the only Named Insured, and
 - Separately to each insured against whom claim is made or "suit" is brought.
- In the event the City is a governmental entity and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes

only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an Insured Entity.

5146

- (c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of the City under or in connection with this Agreement with minimum limits of:

Bodily Injury	- \$500,000 per occurrence; 1,000,000 aggregate
Property Damage	- \$500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence

Additional Insured as required in Article 3 below.

- (d) **Umbrella Liability or Excess Liability** coverage, with a minimum per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Article 1(b) above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Insurance Exhibit, and shall provide additional insured status as outlined in Article 3 below.
- (d) **Contractors Pollution Liability (CPL)**: covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all operations to be performed by or on behalf of the City, or that arise out of the City's use of any owned, non-owned or hired vehicles, with a minimum liability limit of:

Bodily Injury (BI)	- \$1,000,000 per occurrence
Property Damage (PD)	- \$ 500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as additional insured's as outlined in Article 3 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

- (e) **Risk of Loss**: the City shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then coverage will be acceptable under the City's property policy.
- (f) **Limits**: Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in items 1 b, c & d above.

If the term of this agreement is longer than five (5) years, in the fifth year, and every five (5) years thereafter, the Commercial General Liability and Umbrella/Excess Liability insurance limits required above shall be increased by the percentage increase in the Consumer Price Index from the month the Agreement was executed to the month immediately preceding the first month of the year in which the increase is required.

2. **Self-Insurance**: Proof of qualification as a qualified self-insurer, if approved in advance in writing by an Insured Entities representative, will be acceptable in lieu of securing and maintaining one or

more of the coverages required in this Insurance Section. Such acceptance shall become a part of this insurance provision by reference herein.

5.9.6

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

In order for self insurance to be accepted, the City's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if the City has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if the City has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3; or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit rating assigned to an entity by such additional or alternative rating agency that is equal to or better than "BBB-" from S&P and/or "Baa3" from Moody's.

- 3 **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, and Umbrella/Excess policies is to include the Insured Entities, their directors, officers and employees, as Additional Insured's for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of the City, including ongoing and completed operations, under this Agreement. The following language should be used when referencing the additional insured status: **National Grid USA, its subsidiaries and affiliates shall be named as additional insured.**

To the extent the City's insurance coverage does not provide the full Additional insured coverage as required herein, the City agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in the City's insurance coverage that may be out of compliance with this insurance requirement.

- 4 **Waiver of Recovery:** the City and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by the City. To the extent the City's insurance carriers will not waive their right of subrogation against the Insured Entities, the City agrees to indemnify the Insured Entities for any subrogation activities pursued against them by the City's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors or agents.
- 5 **Contractors:** In the event the City uses Contractors in connection with this Agreement, it is expressly agreed that the City shall have the sole responsibility to make certain that all Contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this Agreement, and thereafter as required. The City shall remain liable for the performance of the Contractor, and such sub-contract relationship shall not relieve the City of its obligations under this agreement.

Unless agreed to in writing the by the Risk Management Department of National Grid USA Service Company, any deductible or self insured retentions maintained by any Contractor, which shall be for the account of the Contractor, and shall not exceed \$100,000. In addition, Contractor shall name both the City and National Grid USA, (including their subsidiaries, affiliates, officers and employees), as additional insured's under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by National Grid, the City shall provide National Grid with an insurance certificate from its Contractor evidencing this coverage.

514/16
In the event any Contractor is unable to maintain all of the same insurance coverage as required in this insurance article, the City agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in Contractor's insurance coverage that may be out of compliance with these insurance requirements.

- 6 **Insurance Certification:** Upon execution of this Agreement, the City shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverage's required herein at the following address:

National Grid
Attn: Risk Management Bldg. A-4
300 Erie Boulevard West
Syracuse, NY 13202

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of the City. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, whose approval shall not be unreasonably withheld, delayed or conditioned.

The City shall provide National Grid with at least 30 days prior written notice of any cancellation (except in instances of cancellation for non-payment in which case the City shall provide 10 days advance notice of cancellation) or diminution of the insurance coverage required in this insurance article.

- 7 **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and the City fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice the City for said coverage.
- 8 **Incident Reports:** the City shall furnish the Risk Management Department of National Grid USA Service Company with copies of any non-privileged accident or incident report(s)(collectively, the "Documents") sent to the City's insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of the City under or in connection with this Agreement, excluding any accidents or incidents occurring on the City property. If any of the National Grid Companies are named in a lawsuit involving the operations and activities of the City associated with this Agreement, the City shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by National Grid. However, in the event such Documents are deemed privileged and confidential (Attorney Client Privilege), the City shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney Client Privilege.
- 9 **Other Coverage:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, the City shall comply with any governmental site specific insurance requirements even if not stated herein.
- 10 **Coverage Representation:** the City represents that it has the required policy limits available, and shall notify National Grid USA Service Company's Risk Management Department in writing when the minimum coverage's required in this article herein have been reduced as a result of claims payments, expenses, or both. However, this obligation does not apply to any claims that would be handled solely with in the City's deductible or self-insured retention.
- 11 **Responsibility:** The complete or partial failure of the City's insurance carrier to fully protect and indemnify the Insured Entities per the terms of the Agreement, including without limitation, this exhibit, or the inadequacy of the insurance shall not in any way lessen or affect the obligations of the City to the Insured Entities.

5/8/16

- 12 **Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the City's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of the City under or in connection with this Agreement, or limiting, diminishing, or waiving the City's obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this Agreement.

EXHIBIT E

VOTE

5,419



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

**FIRST AMENDMENT TO
CONFIRMATORY GRANT OF EASEMENT AND AGREEMENT**

This First Amendment to Confirmatory Grant of Easement and Agreement (this "First Amendment") is entered into as of this ____ day of June, 2020, by and between **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation having a place of business at 40 Sylvan Road, Waltham, MA 02451 (hereinafter "MEC"), and the **CITY OF HAVERHILL**, a municipal corporation having a principal place of business at 4 Summer Street, Haverhill, Massachusetts 01830 (hereinafter, the "City").

WHEREAS, by Confirmatory Grant of Easement and Agreement entered into by MEC and the City and recorded with the Essex South District Registry of Deeds (the "Registry") in Book 33562, Page 126 (the "Agreement"), MEC granted the City an easement to use MEC's Property (as defined in the Agreement) for the purpose of constructing, installing, operating, repairing, using and maintaining certain Improvements (as defined in the Agreement) within an area shown as "PERMANENT EASEMENT, X-S-1, AREA = 34,767 SF +/-" (the "Easement Area") on that certain plan (the "Easement Plan") entitled "PERMANENT EASEMENT PLAN FOR BRADFORD RAIL TRAIL LOCATED IN THE CITY OF HAVERHILL, COUNTY OF ESSEX, MASSACHUSETTS, SEPTEMBER 2, 2014, SHEET 1, SCALE 1"=40", last revised September 9, 2014, prepared by Chappell Engineering, LLC, recorded for the Registry in Book 444, Page 92;

WHEREAS, the City has requested MEC to use the same Easement Area for the purpose of making additional improvements (the "Additional Improvements") that are shown more particularly on that plan (the "Second Compensatory Storage Plan") entitled "HAVERHILL BRADFORD RAIL TRAIL FLOODPLAIN MITIGATION PLAN," sheet 38 of 56, dated May 28, 2020, prepared by Stantec, 226 Causeway Street, 6th floor, Boston, MA 02114 ("Stantec"), a reduced copy of which Second Compensatory Storage Plan is attached hereto as Amendment Exhibit A1 and made a part hereof, and that plan (the "Second Landscape Plan") entitled "HAVERHILL BRADFORD RAIL TRAIL PROPERTY PLANS, PART 4 OF 4," sheet 11 of 11, dated May 28, 2020, prepared by Stantec, a reduced copy of which Second Landscape Plan is attached hereto as Amendment Exhibit A2 and made a part hereof, and MEC is amenable to allowing the Additional Improvements within said Easement Area; and

WHEREAS, MEC and the City desire to formally set forth their understandings and agreements whereby the use of the Easement Area by the City will be expanded; and

WHEREAS, capitalized terms used herein without definition shall have the same meanings as ascribed to such terms in the Agreement; and

NOW, THEREFORE, in consideration of the payment of Ten Thousand Dollars (\$10,000.00), the construction of certain fencing improvements on other land of MEC in the City of Haverhill, and the mutual covenants and agreements contained herein, the parties agree as follows:

1. SECOND COMPENSATORY STORAGE PLAN. The third WHEREAS clause in the Agreement is hereby deleted and the following WHEREAS clause substituted therefor:

5.9.7

“WHEREAS, in accordance with the "Scope of Work" attached hereto as Exhibit B1 and to the First Amendment as Amendment Exhibit B2 incorporated herein by reference and made a part hereof (together, the "Scope of Work") and subject to the terms and conditions of this Agreement, the City intends to construct, install, operate, repair, use and maintain certain improvements ("Improvements") within the Easement Area as follows: (i) via grading and changing the Easement Area's elevation, to construct and maintain a compensatory storage area to the extent shown as "PROP. FLOODPLAIN COMPENSATORY STORAGE" on that plan (the "First Compensatory Storage Plan") entitled "HAVERHILL BRADFORD RAIL TRAIL FLOODPLAIN COMPENSATORY STORAGE, SHEET NO. 11 of 29, dated August 27, 2014, prepared by Stantec, 226 Causeway Street, 6th floor, Boston, MA 02114 ("Stantec"), and on that plan entitled "HAVERHILL BRADFORD RAIL TRAIL FLOODPLAIN MITIGATION PLAN," sheet 38 of 56, dated May 28, 2020, prepared by Stantec (the "Second Compensatory Storage Plan" and, together with the First Compensatory Storage and Second Landscape Plan, the "Compensatory Storage Plan"), and (ii) to perform and install certain improvements and plantings, including 4" of loam and seed, within the Easement Area as shown on that plan (the "Second Landscape Plan") entitled "HAVERHILL BRADFORD RAIL TRAIL PROPERTY PLANS, PART 4 OF 4," sheet 11 of 11, dated May 28, 2020, prepared by Stantec. Together, the Compensatory Storage Plan and the Second Landscape Plan are collectively referred to herein as the "Improvements Plans," reduced copies of which Improvement Plans are attached hereto as Exhibit C and to the First Amendment as Amendment Exhibit A1 and Amendment Exhibit A2, incorporated herein by reference and made a part hereof; and”

2. CONSTRUCTION NOTICE. Section B(2) of the Agreement is hereby amended by substituting Thomas Mulligan with the current Director of Overhead Lines, Jeffery E. Faber, 1101 Turnpike Street, North Andover, MA 01845, (781) 907-3341.

3. CONDUCT OF WORK. The Agreement is hereby amended to add the following sentence at the end of Section B(9):

“The City shall properly construct and maintain drainage to prevent any erosion, sedimentation or creation of jurisdictional wetlands and clean soil generated from compensatory mitigation excavation should be redistributed on-site where possible. If soil exhibits visual or olfactory evidence of contamination, the City shall further evaluate the same for its proper disposition, which may include off-site disposal. All activities associated with any off-site soil disposal must first be reviewed and approved by MEC, including any sampling, analysis, and selection of an appropriate disposal facility.”

4. VEHICLE LOAD. Section B(12) of the Agreement is hereby amended by removing the reference to “H-20 Load” and replacing it with “HS-25 Load,” which is the current equivalent highway standard.

5. PERMITS AND LICENSES. The Agreement is hereby amended to add the following sentence to the end of Section D(1):

“MEC shall have the right to review, approve and sign any Notices of Intent applications and other pertinent permitting associated with resource area impacts and compensatory mitigation on the Property.”

6. CITY COUNCIL VOTE. A copy of the vote taken by the Haverhill City Council authorizing this First Amendment is attached hereto as Exhibit E2.

5.9.17

7. INSURANCE REQUIREMENTS. Exhibit D, Section 6, is hereby amended by substituting the following for the address of the Risk Management Department of National Grid USA Service Company:

National Grid
Attn: Risk Management Bldg. A-4
300 Erie Boulevard West
Syracuse, NY 13202

8. RATIFICATION. All other provisions of the Agreement shall remain in full force and effect and unchanged except as modified by this First Amendment, and the parties hereto ratify and confirm all such terms and conditions of the Agreement not inconsistent herewith. If any provision of this First Amendment conflicts with the Agreement, the provisions of this First Amendment shall control.

9. COUNTERPARTS. To facilitate execution of this First Amendment, this First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument.

10. NO MODIFICATION; SEVERABILITY. This First Amendment may not be modified or amended in any manner other than by a written agreement signed by both parties hereto. If any provision hereof is deemed to be invalid, the balance of this First Amendment shall remain in full force and effect and shall be enforceable in accordance with its terms.

11. GOVERNING LAW. This First Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Massachusetts Electric Company has caused these presents to be executed under seal as of the date first written above.

5.9.9

MASSACHUSETTS ELECTRIC COMPANY

By: _____

Name:

Title:

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____ 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of the Massachusetts Electric Company.

Before me,

Notary Public

My commission expires:

IN WITNESS WHEREOF, the City of Haverhill has caused these presents to be executed under seal as of the date first written above.

5.4.9

CITY OF HAVERHILL

By: _____

Name: James J. Fiorentini

Title: Mayor, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of June, 2020, before me, the undersigned notary public, personally appeared James J. Fiorentini, Mayor of the City of Haverhill, as aforesaid, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the City of Haverhill.

Notary Public
My commission expires:

AMENDMENT EXHIBIT A1

SECOND COMPENSATORY STORAGE PLAN

5.9.7

EXHIBIT A2

SECOND LANDSCAPE PLAN

5.9.7

AMENDMENT EXHIBIT B2

5.4.7

SCOPE OF WORK (Additional Improvements)

Compensatory Storage Area Scope of Work:

- Access and construction in perpetuity of a compensatory storage area measuring approximately 15,345 sf in size. Construction shall include erosion control measures, vegetation clearing, topsoil stripping, earthwork and re-grading, topsoil placement, seeding and planting.
- Alter existing ground elevations at the site to lower it from approximately El. 22 down to El. 9 such that the proposed area inundates when the river reaches the 100-year flood elevation (El. 23) as determined by FEMA.
- Provision of 32,609 cf (1,208 cy) of flood storage required as shown on Sheet 38 of 56 entitled "Floodplain Mitigation Plan" as prepared by Stantec Consulting Inc.
- Division of compensatory storage between parties as shown in the following table:

Bradford Rail Trail - Net Floodplain Impact Summary - Phase 2 Updated: 3/9/2020						
EL	to	EL	Phase 2 Impact Areas (Rail Trail and Ferry Street)	Phase 1 Surplus Compensation (Book 33551 Page 572, Exhibit B)	Phase 2 Mitigation Area	Phase 2 Net Impact
			Floodplain Impact (CF) (Negative = Impact) (Positive = Compensation)	Floodplain Impact (CF) (Negative = Impact) (Positive = Compensation)	Floodplain Impact (CF) (Negative = Impact) (Positive = Compensation)	Floodplain Impact (CF) (Negative = Impact) (Positive = Compensation)
22.7	to	22			2,084.60	2,084.60
22	to	21	-108.40	1,391.60	3,033.40	4,316.60
21	to	20	-80.70	1,913.70	3,066.40	4,889.40
20	to	19	-1,083.89	354.50	3,112.50	2,383.11
19	to	18	-3,243.00	524.00	3,136.50	417.50
18	to	17	-3,093.50	116.10	3,092.20	114.80
17	to	16	-3,244.20	168.00	3,554.80	478.60
16	to	15	-2,979.72	33.50	3,086.20	139.98
15	to	14	-1,610.10		2,383.40	773.30
14	to	13	-1,363.80		1,871.80	508.00
13	to	12	-1,212.20		1,552.20	340.00
12	to	11	-1,020.40		1,273.20	252.80
11	to	10	-729.50		901.50	172.00
10	to	9	-234.30		470.70	236.40
Total:			-20,003.71	4,501.40	32,609.40	17,107.09

- Provision of seeding and planting required as specified on the "Floodplain Mitigation Plan" and in the Contract Special Provisions as prepared by Stantec Consulting Inc.
- Project construction is estimated to require 24 months.
- Maintenance and replacement of planting is estimated to require 12 months.

EXHIBIT E2

VOTE (June 2, 2020)

5:47

5.4.7

GRANT OF CONFIRMATORY EASEMENT

THIS GRANT OF CONFIRMATORY EASEMENT is made by the CITY OF HAVERHILL, by its Mayor, with an address of 4 Summer Street, Haverhill, MA 01830 (hereinafter, the "City"), for the benefit of MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation, with an address of 40 Sylvan Road, Waltham, MA 02451 (hereinafter, "MEC").

WHEREAS, MEC is and was the owner of certain rights and easements in and to certain lands in Haverhill, MA (hereinafter, the "MEC Easement") more particularly described in the Indenture between Boston and Maine Railroad and Eastern Massachusetts Electric Company dated September 30, 1926 and recorded with the Essex South District Registry of Deeds (the "Registry") in Book 2692, Page 557, and as granted by Boston and Maine Corporation to MEC pursuant to that Agreement by and among Boston and Maine Corporation, Massachusetts Electric Company and New England Power Company dated August 3, 2006, recorded with the Registry in Book 25953, Page 463 (the "B&M Easement Grant");

WHEREAS, the City took certain a parcel of land encumbered by the MEC Easement for rail trail corridor purposes pursuant to that Order of Taking dated June 2, 2020 and recorded with the Registry in Book _____, Page ____, which parcel is more particularly shown as "Parcel A" (the "City Parcel") on a plan entitled "Easement Plan of Land Bradford Trail Haverhill, MA", dated May 15, 2020, prepared by SMC, recorded herewith in Plan Book ____, Page ____ (and also shown as "Parcel A" on a plan entitled "Plan of Land Located in Haverhill, Mass. Land to be Conveyed from Boston and Maine Corporation to City of Haverhill", dated March 14, 2016, and recorded with the Registry in Plan Book 453, Plan 45), a reduced copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the City wishes to grant to MEC and re-establish the rights held by MEC pursuant to the B&M Easement Grant.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) paid, the City hereby confirms, reaffirms and grants to MEC the same rights and easements granted to MEC under the B&M Easement Grant over, under, through, across, within and upon the City Parcel subject to the same terms and conditions set forth in the B&M Easement Grant except for Sections 2.7 and 2.8 thereof, which are no longer applicable.

For the City's authority to make this confirmation and grant of easement, see a copy of the Haverhill City Council's Vote attached hereto as Exhibit B, a true copy attest of which is recorded with the Registry simultaneously herewith.

5,417

IN WITNESS WHEREOF, the City of Haverhill, acting by and through its duly authorized Mayor, has caused these presents to be executed on this _____ day of June, 2020.

GRANTOR:

THE CITY OF HAVERHILL

By _____
Name: James J. Fiorentini
Title: Mayor

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of June, 2020, before me, the undersigned notary public, personally appeared James J. Fiorentini, Mayor of the City of Haverhill, as aforesaid, who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the City of Haverhill.

_____, Notary Public
My commission expires:

5.17

EXHIBIT A

(reduced copy of plan)

5.4.17

EXHIBIT B
(City Council Vote)

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

6.1
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.cityofhaverhill.com
citycncl@cityofhaverhill.com

May 29, 2020

TO: Members of the City Council

Council President Barrett and Councillor Sullivan wish to acknowledge the work of Amanda Buckley, outgoing Veteran Services Director.

Council President Melinda Barrett

Councillor Thomas Sullivan

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

6.2

CITY HALL, ROOM 204

4 SUMMER STREET

TELEPHONE: 978 374-2328

FACSIMILE: 978 374-2329

www.cityofhaverhill.com

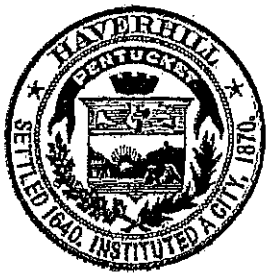
citycncl@cityofhaverhill.com

May 29, 2020

TO: President and Members of the City Council:

Councillor Bevilacqua would like to discuss a proposal and to introduce Michael Harrington, Principal/CEO All Pro Electric, Haverhill who proposes supplying and installing electric vehicle chargers downtown at no cost to the City.


City Councillor Joseph Bevilacqua



Haverhill

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

8.17

May 28, 2020

TO: City Council President Melinda Barrett and members of the Haverhill City Council

FROM: William Pillsbury, Economic Development and Planning Director

SUBJECT: Resolution authorizing the Mayor to file Documents related to Monogram Foods. at 25 Computer Drive with the State Economic Development Incentive Program (EDIP Program)

It is with a great deal of excitement that I am filing the attached resolution relative to the location of a new manufacturing/warehouse facility for Monogram Foods at 25 Computer Drive. After numerous discussions and lengthy negotiations, Monogram Foods will occupy a newly constructed facility at the above referenced site. As a result the city will see the creation of significant new jobs at their new facility. Additionally, the move will allow an expansion of manufacturing operations resulting in the addition of new manufacturing jobs to be added in the new facility.

The construction of this building with the additional benefit of significant investment to create a state-of-the-art manufacturing facility represents a tremendous long-term benefit to the City.

The substantial investment in the City by Monogram Foods is a strong statement about their long-term confidence in manufacturing in the City of Haverhill.

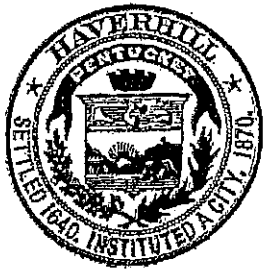
Monogram Foods is seeking the assistance of the state and the city to make this investment possible, and this resolution and the TIF agreement represents the City's participation in a partnership with the States Office of Business Development in the EDIP program. As you know the City has utilized this program on several occasion in the past to help create new manufacturing jobs by providing a Tax Increment Financing (TIF) agreement related to the improvements to the real estate thus

811

enabling the company to proceed to receive tax credits and other assistance from the EDIP Program.

To facilitate this effort, we are asking the City Council to approve the attached resolution authorizing the Mayor to enter into a Tax Increment Financing (TIF) agreement for the property at 25 Computer Drive and to file the proper paperwork with the State for the TIF and all other required EDIP documents and certifications for the property and the project.

We will be happy to answer any questions that you may have and respectfully ask for passage of the proposed resolution to enable this exciting manufacturing project to go forward.



Haverhill

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

811

CITY OF HAVERHILL

IN MUNICIPAL COUNCIL

RESOLUTION OF THE CITY COUNCIL OF HAVERHILL MASSACHUSETTS AUTHORIZING THE MAYOR TO SUBMIT ALL REQUIRED DOCUMENTS TO THE EDIP PROGRAM

BE IT RESOLVED THAT THE City Council of the City of Haverhill:

- (a) Adopts and authorizes the Mayor to approve and execute a TIF agreement, pursuant to Massachusetts General Laws chapter 23A, sections 3A-3F, chapter 40, section 59, and chapter 59, section 5, clause 51, between Monogram Foods and the City of Haverhill on the basis of the new construction of a manufacturing facility at 25 Computer Drive; and
- (b) Authorizes the Mayor or his designee to take such other and further actions as may be necessary or appropriate to carry out the purposes of this resolution, or take any other action relative thereto.

44

JOHN J. McKENNA
ATTORNEY AT LAW
572 BOSTON ROAD, SUITE 6
BILLERICA, MA. 01821
978-663-2170
FAX 978-663-2596

Cell # 978-930-1275

April 14, 2020
 Postponed to June 2, 2020

10.1

February 27, 2020

City of Haverhill
 City Council
 City Hall – 4 Summer Street
 Haverhill, MA 01832

Special permit
 under POZ ordinance

RE: **Amerco Real Estate Company**
U-Haul Company of Eastern Massachusetts
211-219 Lincoln Avenue, Haverhill, MA
Request for Permit for Storage Containers pursuant to
Zoning Ordinance Section 120-16

Dear City Council:

Please be advised that I represent Amerco Real Estate Company and U-Haul Company of Eastern Massachusetts regarding the above referenced request for a permit pursuant to Section 120 Section 16 of the City of Haverhill Zoning Ordinances for the use of more than two regulated storage containers for more than six months. The applicant has a purchase and sale agreement to purchase a portion of the 11 acre parcel at 211-219 Lincoln Avenue shown on Assessors Map 408, Block 2, Lot 5. The parcel currently contains the CVS building along Lincoln Avenue with the former Building 19 in the rear of the property.

The proposal includes proposed 2,000 square feet of self-storage containers in the parking area by Lincoln Avenue, 4,000 square feet self-storage containers in the parking lot on the property line in front of the Former Building 19 along the boundary with the shopping mall and 2,000 square feet of self-storage containers on the northwesterly corner of the parking lot

10.1

44 behind CVS. I have attached thirty copies of the site plan and thirty sets of specifications. The proposed storage units require a permit from the City Council.

U-Haul desires to renovate the former Building 19 site into 81,000 square feet of self-storage, 10,000 square feet of warehousing, and 2,600 square feet of showroom. U-Haul proposes to park trucks for rent in a shunting format in the area of the parking lot behind the CVS building. The location of the self-storage containers is crucial to U-Haul's business plan for the success of the self-storage facility.

There currently exists a dimensional variance and special permit for usage as a storage facility. The Applicant will comply with the conditions imposed upon the grant of the variance of the Special permit and variance. The Applicant will also grant an easement for public access along the Merrimack River frontage to Connect Riverside Park trail system with Riverside Avenue and will grant an easement for parking in the parking Lot adjacent to Riverside Park.

Thank you for your attention to this matter, I am available for any questions or concerns.

Please include this request for permit on your next available agenda. *The Applicant waives the 65 day hearing requirement.*

Very truly yours,

John J. McKenna
John J. McKenna, Esq.

IN CITY COUNCIL: March 10 2020
VOTED that COUNCIL HEARING BE HELD APRIL 14 2020
Attest:

City Clerk

IN CITY COUNCIL: April 14 2020
HEARING POSTPONED TO JUNE 2 2020
Attest:

City Clerk

Exhibit A

Legal Description

Those two parcels of land situated in Haverhill, in the County of Essex and Commonwealth of Massachusetts, bounded and described as follows:

FIRST PARCEL:

NORTHWESTERLY by the southeasterly line of Lincoln Avenue one hundred forty six and 33/100 (146.33) feet;

NORTHEASTERLY on two lines measuring together nine hundred fifty five and 78/100(955.78) feet;

NORTHWESTERLY two hundred (200) feet; and

SOUTHWESTERLY forty seven and 57/100 (47.57) feet by lot 2, as shown on plan hereinafter mentioned;

NORTHWESTERLY one hundred forty five (145) feet;

SOUTHWESTERLY eighty (80) feet;

NORTHWESTERLY twenty (20) feet, and

SOUTHWESTERLY one and 54/100 (1.54) feet by lot 3, as shown on said plan;

NORTHWESTERLY by lot 4, as shown on said plan, thirteen and 61/100 (13.61) feet;

NORTHEASTERLY by land now or formerly of the City of Haverhill, by the end of Riverside Avenue and by land now or formerly of Mary N. LeGacy, measuring on the upland about two hundred twenty five (225) feet;

SOUTHEASTERLY by the Merrimack River; and

SOUTHWESTERLY by other land now or formerly of said City of Haverhill, measuring on the upland about thirteen hundred nine (1309) feet.

All of said boundaries, except the water line, are determined by the Court to be located as shown upon plan numbered 26922-A, drawn by Clinton F. Goodwin, Engineer, dated July 1957, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with original Certificate of Title 27386 in said Registry, and the above described land is shown as lot 1, sheet 1, thereon.

Said lot 1 is subject to that certain Notice of Activity and Use Limitation dated February 8, 2001

and filed with said Land Court as Document No. 378444.

SECOND PARCEL:

NORTHWESTERLY by the southeasterly line of Lincoln Avenue two hundred (200) feet;

NORTHEASTERLY by lots 3 and 1, shown on above mentioned plan, on two lines measuring together eight hundred sixty and 62/100 (860.62) feet; and

SOUTHEASTERLY two hundred (200) feet; and

SOUTHWESTERLY on two lines measuring together nine hundred fifty five and 78/100 (955.78) feet by said lot 1.

Being shown as lot 2, sheets 1 and 2, on said plan.

THERE IS EXCLUDED FROM THIS LEGAL DESCRIPTION THE APPROXIMATELY 1.46 ACRE PARCEL OF LAND AND ALL IMPROVEMENTS THEREON NOW UNDER A GROUND LEASE WITH CVS TO BE LEGALLY SUBDIVIDED FROM THE PARCELS DESCRIBED ABOVE PRIOR TO THE CLOSING AND DESCRIBED IN SECTION 1(i) of THIS AGREEMENT AS THE "EXCLUDED PARCEL".

13. PROVISIONS OF THE ZONING ORDINANCE UNDER WHICH PETITION FOR VARIANCE IS MADE:

In making its decision, the Board shall specifically find that all of the following conditions have been met: (Findings must be made on all three to have a valid decision). (1) That there are unique circumstances relate to the soil conditions, soil shape, or topography which specifically affect the land of structure in question, but not affecting generally the Zoning District in which the land or structure is located; (2) That the literal enforcement of the ordinance would involve substantial hardship, financial or otherwise; (3) That desirable relief may be granted without substantially derogating from the intent and purpose of the zoning ordinance or by-law. (See zoning ordinance for additional requirements for the granting of a variance).

13A. STATE REASONS FOR VARIANCE:

Applicant is seeking a dimensional variance, parcel has 125' of frontage where 175' is required.

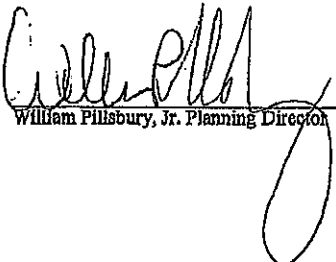
14. PROVISION OF ZONING ORDINANCE UNDER WHICH APPLICATION FOR SPECIAL PERMIT MADE:

14A. STATE REASONS FOR SPECIAL PERMIT:

No application will be acted upon unless the application has been reviewed and signed by the Building Inspector; Filing Fee has been paid to the City Treasurer; is accompanied by a list of "parties in interest" for the property as certified by the City Assessor; time stamped by the City Clerk; and all other requirements completed.

I hereby agree to pay to the City of Haverhill, any additional necessary fee connected with this application.

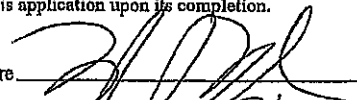
I hereby authorize the Clerk of the Board of Appeals to file this application upon its completion.


William Pillsbury, Jr. Planning Director

Signature

Address

Phone No.


121. Street St
978 373 5003

I have reviewed this application
With respect to the responses to
Questions 4, 13-14A

Building Inspector

Filing Fee: \$180.00


Filing Fee \$ 180.00

City Treasurer

FOR QUESTIONS 13A & 14A, ATTACH ADDITIONAL SHEET IF NECESSARY

Revised 2/22/2019

MILLER
BUILDING SYSTEMS

February 7, 2017

John Loranger
U-Haul Co. of Maine
1 Cressey Road
Brunswick, ME 04011

EXHIBIT A

U-Haul Co. of Maine
(Revised from 1/20/17)

1408 BETHLEHEM PIKE
FLOURTOWN, PA 19031
PHONE: 215-233-9300
FAX: 215-836-7358
WWW.MILLERBLDG.COM

Dear John:

Thank you for requesting a quote for a Miller "Relocatable" Module. Attached is the floor plan, unit mix and the specifications.

Miller Buildings, Inc. - Quality Materials and Installations since 1976.

NOTE: Buyer is responsible for removing the "relocatable" module from the trailer with a forklift or crane.

The following unit to be delivered to site in Brunswick, ME

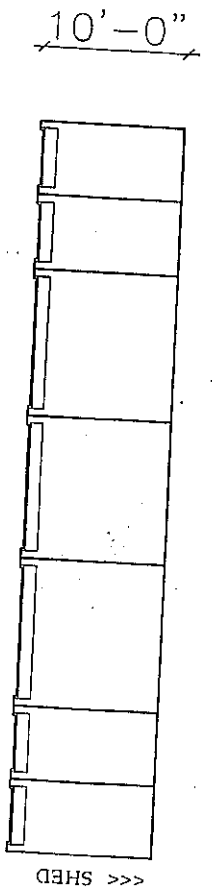
Unit Size	Prefabricated Unit Price	Freight Per Load	TOTAL
10' x 50'	\$14,350	\$4,200	\$18,550
4- 5' x 10'			
3- 10' x 10'			

*Please add sales tax of \$985.

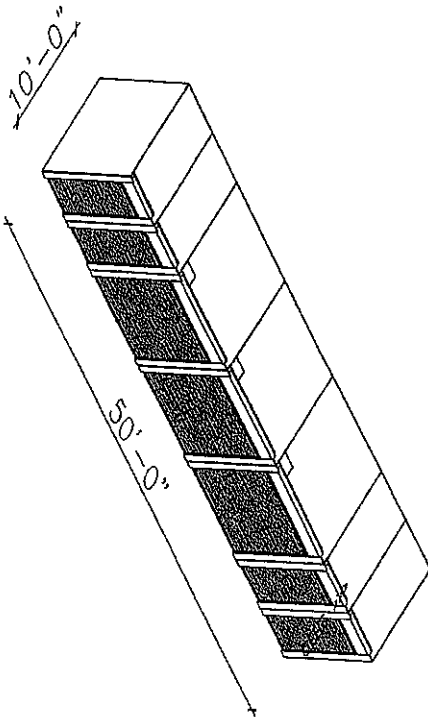
Our current lead-time on material delivery is 12-14 weeks after signing a Miller contract, with deposit. (To obtain a contract, please call our office at the number above.) Prices shown above are exclusive of any permits or licenses. Payment terms are 33% of material (with tax) payable upon execution of contract and the remainder of material cost payable by certified check upon delivery. Prices are subject to change without written notice.

Sincerely,


Louis Gilmore



Miller Building Unit Mix			
Quantity	Style	Sq Ft	Total
3	10x10 - Exterior Rollup	100 SF	300 SF
4	5x10 - Exterior Rollup	50 SF	200 SF
			500 SF



Date	Rev 2-3-17	Job Description	MILLER <small>THE BUILDING UNIT MIX</small>	THESE DRAWINGS ARE THE PROPERTY OF MILLER BUILDING UNITS, INC. AND ARE NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF MILLER BUILDING UNITS, INC.
Drawn By	PSF	Uhaul of Maine		
Scale		Brunswick, ME 04011		
Order No.				
Sheet No.		Sheet Title	Relocatable	

INITIAL *PS*
 DATE 3-13-2017

February 3, 2017

MILLER BUILDING SYSTEMS
Uhaul of Maine
Relocatable Building

Design Load items

IBC Code 2009 Ground Snow Load 60 PSF; Snow Load Factor of .7; Wind Load 100 MPH.

Design load certification including seismic zone, wind loads and snow loads must be confirmed in writing with local code authorization by Buyer prior to manufacture of the building by Seller. If the above loads change it could affect the price of the building.

Included items

24 gauge galvalume plus standing seam roof with 20 year manufacturer's warranty (galvalume color).
26 gauge rake and eave trim, with 40 year manufacturer's warranty.

Building has a shed roof 1/2" x 12" slope.

26 gauge "R" panel siding with siliconized polyester finish for walls and blank wall areas. There are 15 Signature 200 colors available with a 40 year manufacturer's warranty.

29 gauge galvalume plus interior partitions designed to provide resistance to smudging, staining and corrosion.

Interior structural steel is galvanized.

Jambes between exterior doors are 16 gauge galvanized structural steel covered with pre-painted 26 gauge jamb covers with a 40 year manufacturer's warranty. Available in 15 Signature 200 colors.

Roof is insulated with ply-foli insulation to help prevent condensation.

Eave height is 8'4".

Exterior roll-up doors are 6'10" high x 8' 8" wide on 10' wide units and 8'10" high x 3'8" wide on 5' wide units.

26 gauge exterior roll-up doors with corrugated door headers. 20 colors are available with a 20 year manufacturer's paint warranty.

Tension control and ball-bearings included for all roll up doors.

All unit doors are quoted as roll ups.

Floor system consists of 2x4 and 2x6 pressure treated joists covered with 3/4" exterior grade plywood with the exterior edges wrapped in a 16 gauge galvanized steel sill.

Standard industry latches.

All above manufacturer's warranties are available upon request.

INITIAL

ML

DATE

3-13-2017

44
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

April 10, 2020

Norwood Group – Two Nineteen Lincoln Avenue Trust
116 South River Road
Bedford, NH 03110

RE: **Special Permit Hearing – 211-219 Lincoln Avenue**

Dear Norwood Group:

I am writing regarding the hearing scheduled for April 14, 2020 for a special permit for storage containers at 211-219 Lincoln Avenue. Pursuant to Chapter 53 of the Acts of 2020, as Council President and in light of the ongoing pandemic, I am informing you that the hearing on your application for a special permit is hereby ***postponed to 7:00PM June 2, 2020 in the City Council Chamber, Room 202, 4 Summer Street.***

For your information, we received this opinion from KPLaw:

The Chair of a permit granting authority may schedule or reschedule on one or more occasions, a hearing or decision deadline on a permit application, whether or not a quorum of the body is present, to a date not more than 45 days after the termination of the State of Emergency or after a date otherwise prescribed by law, whichever is later. Notice of any rescheduled date shall be provided to the applicant at the applicant's address, and to the general public by posting electronically on the website of the city or town clerk.

Sincerely,

Melinda E. Barrett, President
Haverhill City Council

MEB/bsa

c: Atty. John J. McKenna
Abutters' List
Various City Departments

Linda Koutoulas

From: billcoxlaw@aol.com
Sent: Tuesday, March 03, 2020 3:59 PM
To: Linda Koutoulas
Subject: Re: Pod storage

See highlighted section below. It requires a permit from the Council with 7 days written notice to all abbuters by regular mail.

§ 120-16. Residential or nonresidential accessory uses: storage containers and structures.
[Added 6-5-2018 by Doc. 73]

A. Definitions.

PODS

Portable storage containers intended to be transported to a designated location for storage purposes (typically known as "PODS®," "MODS," etc.).

METAL-FRAMED TRAILERS OR CONTAINERS, WITHOUT WHEELS

Metal frames or totally metal boxes primarily used, intended for, or suitable for the transportation of cargo by road, rail or ship.

MEMBRANE STRUCTURES

Membrane structures, including tents and canopies, erected on a location for a short- or long-term storage or accessory purpose relating to motor or recreational vehicles or personal property.

REGULATED STORAGE CONTAINER(S)

PODS®, metal-framed trailers or containers, without wheels, and membrane structures.

B. The residential or nonresidential accessory uses of regulated storage containers are permitted as follows:

With the prior issuance of a regulated storage container permit from the City's Inspectional Service Department, the use of not more than two regulated storage containers for up to six consecutive months in a calendar year at a residential or nonresidential location is permitted. **The use of more than two regulated storage containers, or the use of a regulated storage container for more than six months, shall require the issuance of a permit by the City Council. Prior to hearing any application for a permit, seven days' written notice of the application and the hearing date shall be sent to all immediate abutters by regular mail.** Regulated storage containers must comply with all accessory setbacks requirements of Chapter 255 of this Code.

C. Upon notification of a violation of this section, an owner of the real property upon which the regulated storage container(s) is located shall have 48 hours to remove the offensive regulated storage container(s) from the property. Any owner of a building who fails to comply with this section shall thereafter be subject to a fine of \$100 per day from the original date of written notice from the Building Inspector and/or Local Building Inspector for each day the regulated storage container(s) remains on the property.

Sincerely,

Bill

**William D. Cox, Jr., Esq.
145 South Main Street
Bradford, MA 01835
(978) 373-2360**



CITY OF HAVERHILL
BOARD OF APPEALS FOR ZONES
CITY HALL - 4 SUMMER STREET

NOTICE OF DECISION

YOU ARE HEREBY NOTIFIED OF THE DECISION OF THE BOARD OF APPEALS ON THE APPLICATION OF:

Norwood Group (Owner: Two Nineteen Lincoln Avenue Trust)

APPLICANT AND (OWNER IF DIFFERENT)

211-219 Lincoln Avenue

408

2

5 & 5A

SITE LOCATION

ASSESSOR'S MAP BLOCK PARCEL NUMBER

DEED OF PROPERTY RECORDED IN: SOUTHERN ESSEX

BOOK: 50732

PAGE: 231

This was filed with the Board on February 22, 2019 as signified by the City Clerk's date stamp.

The BOARD, as authorized by §15, Chapter 40A of the M.G.L. held a PUBLIC HEARING on:

March 20, 2019

DATE OF HEARING (CONTINUANCE IF APPLICABLE)

The BOARD'S DECISION by vote to GRANT ~~REUSE~~ said application is as follows:

RECORD OF PROCEEDINGS: SEE BELOW MOTION*:

STIPULATION (S):

SECOND: Vathally

VOTE ON MOTION (WITH/WITHOUT STIPULATIONS):

BOARD	YES	NO	ABSTAIN	ABSENT	NOT SITTING
CHAIRPERSON MORIARTY	✓				
MEMBER SORAGHAN	✓				
MEMBER SULLIVAN	✓				
MEMBER VATHALLY	✓				
MEMBER LAPLUME				✓	
ASSOC. MEMBER BEVILACQUA <i>JB</i>					
ASSOC. MEMBER BROWN				✓	

THE BOARD CITES THE FOLLOWING AS REASON(S) FOR ITS DECISION

The Board (Members Soraghan, Vathally, Sullivan, Bevilacqua, and Chairman Moriarty) granted the Dimensional Variance for the frontage and the Special Permit for usage on a vote of 5-0. The Board determined that the request for a Special Permit was consistent with the rules and regulations as they relate to Special Permits. With stipulations:

1. No use of the dock and no access on Riverside Avenue
2. The business hours of operation to be 9a to 6p, extension of hours of 7a to 9a and 6p to 9p on a case by case
3. Provide formal easement for public parking adjacent to Riverside Park
4. Provide a formal easement for public access and trail development across land of the applicant along the Merrimack River frontage to connect Riverside park trail system and Riverside Avenue.

Motion: Soraghan
Seconded: Vathally

An Appeal of this Decision shall be made pursuant to §17 of Chapter 40A and shall be filed with Superior or District Court within twenty (20) days after the date of filing of the above cited decision with the Office of the City Clerk. Procedural appeals shall be taken in accordance with §17 of Chapter 40A.

March 20, 2019

DATE

Michael P. Soraghan

CHAIRPERSON

Louis Bevilacqua
Joseph P. Sullivan

*See record of evidence, findings of fact and detailed record of proceedings of the Board of Appeals presented at the hearing and filed with the City Clerk and Planning Board, which is being incorporated herein by reference and considered a part thereof.

Norwood Group (Owner: Two Nineteen Lincoln Avenue Trust)
116 south River Road, Bedford, NH 03110

CERTIFICATION OF DECISION

I, the City Clerk of the City of Haverhill, hereby certify that the Board of Appeals DECISION AND NOTICE OF DECISION on the application of:

Norwood Group (Owner: Two Nineteen Lincoln Avenue Trust)

APPLICANT AND (OWNER IF DIFFERENT)

For a Special Permit and/or Variance for the location at:

211-219 Lincoln Avenue
STREET NAME AND NUMBER


Has been filed with this Office on:

And that;


- (1) Twenty (20) days from the date the decision was filed have elapsed and this Office within the 20-day appeal has received no appeal notice to the District or Superior Court.
(2) If an appeal has been taken, notice has been received that said appeal has been dismissed or denied.
(3) The application was denied.

The Board Clerk will file in this office, evidence that the DECISION, NOTICE OF DECISION, and CERTIFICATION OF DECISION of the Board has been duly recorded and indexed in the Grantor Index under the name of the owner of record (registered land to be noted on the Owner's Certificate of Title) and the Essex County South District Registry of Deeds.

A fee of ten dollars (\$10.00) has been paid by the applicant and a copy of this Certification will be transmitted to the Board of Appeals.


CITY CLERK

DATE


True Attest Copy
Linda L. Koufoules

I hereby agree to record this DECISION, NOTICE OF DECISION, and CERTIFICATION OF DECISION at the Registry of Deeds as required and in compliance with Chapter 40A of the M.G.L.

I agree to file evidence with the City Clerk attesting that said DECISION, NOTICE OF DECISION and CERTIFICATION OF DECISION has been duly recorded as cited above.

Lannie Patel


BOARD OF APPEALS CLERK

4-18-19
DATE

NOTE: IF THE RIGHTS AUTHORIZED BY VARIANCE, CERTAIN SPECIAL PERMITS, AND FINDINGS OF THE BOARD OF APPEALS ARE NOT EXERCISED WITHIN ONE YEAR OF THE GRANT OF SUCH BOARDS ACTIONS, SAID RIGHTS SHALL LAPSE.



Application No. _____

Appeal No. _____

Date Filed: _____

CITY OF HAVERHILL
BOARD OF APPEALS
CITY HALL - 4 SUMMER ST.

PETITION FOR VARIANCE under the ZONING ORDINANCE

APPLICATION FOR SPECIAL PERMIT under the ZONING ORDINANCE

Notice: This application must be typewritten; filed in duplicate and accompanied by a plan of the affected premises, a copy of the refusal by the Building Inspector or other authority.

To the Board of Appeals,

DATE February 22, 2019 (DATE FIELD)

The undersigned, petitions the Board of Appeals to vary, in the manner and for the reasons hereinafter set forth, the application of the provisions of the zoning ordinance to the following described premises.

APPLICANT: Norwood Group 116 South River Road, Bedford NH 03110
Full Name Address

OWNER: Two Nineteen Lincoln Ave Trust 233 Needham St., Newton, MA 02464
Full Name Address

LESSEE: n/a
Full Name Address

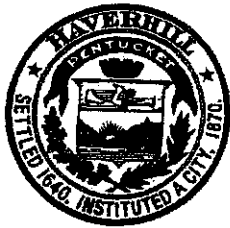
1. LOCATION OF PREMISES: 211-219 Lincoln Ave
Street Number Name of Street
2. ASSESSORS PLAT: 408 2 5 & 5A
Plat No. Block No. Lot No.
- 2A. DEED OF PROPERTY RECORDED IN: Southern Essex REGISTRY
BOOK: 50732 PAGES: 231
3. DIMENSIONS OF LOT: Lot A: 123.36' Lot B: 222.97' Lot A: 270' Lot B: 270' Lot A: 464.267' Lot B: 63.533'
Frontage Depth Square Feet
4. ZONING DISTRICTS IN WHICH PREMISES ARE LOCATED? CH
5. HOW LONG HAVE YOU OWNED ABOVE PREMISES? 1981 - approx 38 years
6. HOW MANY BUILDINGS ARE NOW ON THE LOT? 2
7. GIVE SIZE OF EXISTING BUILDINGS CVS is 13,103 sf approx. dim of 138' x 96'
Building 19 is 95,214 sf approx. dim of 380' x 248'

PROPOSED BUILDINGS: n/a

8. STATE PRESENT USE OF PREMISES: CVS and vacant building
9. STATE PROPOSED USE OF PREMISES: CVS and storage / warehouse
10. GIVE EXTENT OF PROPOSED ALTERATIONS: total rehab of vacant building
11. HAS THERE BEEN A PREVIOUS APPEAL UNDER ZONING ON THESE PREMISES? no
12. NUMBER OF FAMILIES FOR WHICH BUILDING IS TO BE ARRANGED? n/a

NOTE: IF THE APPLICANT IS NOT THE OWNER, A WRITTEN STATEMENT MUST BE SUBMITTED FROM THE OWNER INDICATING THAT IT IS PERMISSIBLE TO SEEK A VARIANCE FOR SPECIAL PERMIT FOR THE PROPERTY.

NOTE: IF YOUR HOUSE IS NOT CLEARLY NUMBERED, THE BOARD OF APPEALS MAY NOT BE ABLE TO LOCATE YOUR PROPERTY, AND THIS COULD CAUSE YOU UNNECESSARY DELAY.



Haverhill

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

To: City Councillors

From: City Clerk's Office

Re: Application – * Special Permit from Attorney John J McKenna for applicant
U-Haul Company of Eastern Massachusetts

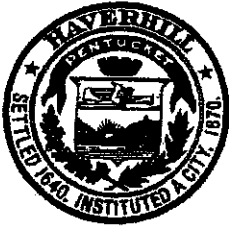
Project Reference – have Storage Containers pursuant to Zoning Ordinance
Section 120-16; for use of more than two regulated storage containers for more
than six months

Street Location – 211-219 Lincoln av; Assessor's Map 408, Block 2, Lot5

***PUBLIC HEARING – TUESDAY; April 14, 2020** Postponed to June 2 2020

Virtual Meeting - June 2 2020

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



Haverhill

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

REQUEST FOR COMMENT

TO: BOARD OF HEALTH CHAIRMAN & MEMBERS – Dr. Romie Mundy
BUILDING INSPECTOR – Thomas Bridgewater
CITY ENGINEER – John Pettis
CONSERVATION COMMISSION CHAIRMAN & MEMBERS
HIGHWAY SUPERINTENDENT – Michael Stankovich
PLANNING DIRECTOR – William Pillsbury
WASTEWATER/WATER ENGINEER – Robert Ward
FIRE DEPARTMENT – Chief William Laliberty
POLICE DEPARTMENT – Chief Alan DeNaro
SCHOOL SUPERINTENDENT – Margaret Marotta

FROM: CITY CLERK: Linda L Koutoulas

DATE: March 16, 2020

RE: APPLICATION – Special Permit from Attorney John J McKenna for applicant
U-Haul Company of Eastern Massachusetts

PROJECT REFERENCE – have Storage containers pursuant to Zoning Ordinance
Section 120-16; for use of more than two regulated storage containers for more than six
months

STREET LOCATION – 211-219 Lincoln av; Assessors Map 408, Block 2, Lot 5

**Please send reports to the City Clerk, Room 118 by April 6, 2020*

The public hearing of the City Council is scheduled for

TUESDAY, APRIL 14, 2020

Postponed to June 2 2020

Virtual Meeting – June 2 2020

4 Summer Street Haverhill, MA 01830 www.ci.haverhill.ma.us



James J. Fiorentini
Mayor

William F. Laliberty
Fire Chief

Haverhill Fire Department

Fire Prevention / Investigation Unit

D/C Eric M. Tarpy
Lt. Michael Picard
Insp. Johnathan W. Pramas
Insp. Richard Wentworth
Insp. Timothy Riley



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

March 23, 2019

Linda Koutoulas
4 Summer Street, Room 118
Haverhill, MA 01830

Re: Special Permit
MBL 408-2-5
Americo Real Estate Company
U-Haul Company of Eastern MA
211-219 Lincoln Ave
Haverhill, MA 01830

The planning, design and construction of new buildings, renovation of existing buildings and structures to provide egress facilities, fire protection and built-in fire protection equipment shall be in accordance with 780 CMR; and any alterations, additions or changes in buildings required by the provisions of 527 CMR which in the scope of 780 CMR, 9th edition, shall be made in accordance therewith. (527 CMR 1.04(4) and 780 CMR 101.2). Additionally, 780 CMR (901.2.1) Document Submittal Process will be required.

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

I have reviewed the submitted application for Special Permit for the address listed above and in the interest of public safety have the following comments:

- Fire Protection Systems to be evaluated and enhanced as required
- Fire Department access around the building and the storage containers to have a minimum width of 18'
- The Fire Department is requesting details of the storage units in the parking lot. Is it cold storage? Will there be power to those units?

- Who will monitor the contents of what will be stored inside of the building and in the outside storage units?
- A key box will be required on the building for Fire Department access.

Respectfully,

Michael Picard

Michael Picard
Lieutenant
Haverhill Fire Prevention Division



Haverhill

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

March 19, 2020

**MEMO TO: CITY COUNCIL PRESIDENT MELINDA BARRETT AND
MEMBERS OF THE CITY COUNCIL**

Subject: 219 Lincoln Ave – Special Permit for U-Haul

I have reviewed the submitted material and have the following comments:

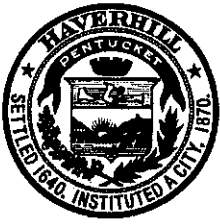
1. It would appear that proposed storage buildings B, C, D and E are not approvable. All are within the floodzone, and therefore would require new compensatory storage to offset the loss of floodplain storage. The other alternative would be to consider these structures flow-through, but it is not logical to pay for storage that is subject to flooding.
2. The plan only shows two handicap accessible spaces; 8 would be required based on the proposed total parking spaces.
3. Should the Special Permit be granted I will address other items, such as Design Sewer Flow based on the proposed use, during that review stage.

Please contact me if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox, Site Plan Review



Haverhill

Conservation Department
Phone: 978-374-2334 Fax: 978-374-2366
rmoore@cityofhaverhill.com
conservation@cityofhaverhill.com

MEMO TO: Linda L. Koutoulas, City Clerk
FROM: Robert E. Moore, Jr., Environmental Health Technician
DATE: April 22, 2020
RE: U-Haul Co of Eastern MA for 211 Lincoln Avenue – Parcel ID: 408-2-5
Special Permit – Storage Containers – Zoning Ordinance Section 120-16

The Conservation Commission reviewed the forwarded information at its April 2nd meeting. The Commission voted to issue the following comments in objection to the proposed special permit:

- The Applicant is proposing to convert the former Building 19 into a storage facility. As part of the overall project, the Applicant is proposing to construct 8000sf of new storage building space within the existing plaza parking lot. The structures would all be located within the 100-year floodplain and would require compensatory storage. As the Commission learned with the CVS and Burger King projects, this plaza is flat and well-below the flood elevation; compensatory storage is not readily available. As rented, storage units, flow-through designs also appear unlikely.
- The Applicant proposes renting trucks at the facility, a fleet storage use that raises stormwater quality concerns under the MA Stormwater Management Regulations.
- The Applicant proposes to construct a 33-space parking area on the side of the building. This area is forested floodplain, a section of which is also within Riverfront Area. This construction raises regulatory concerns for the loss of habitat and the need for a new stormwater management system.
- The provided plan also notes “future residential/condominiums” along the river, behind the existing building. Again, this area is forested floodplain and riverfront area. Condominiums are essentially unpermissible in this location. While a residential component would place the entire plaza more in line with the “village-style” of development outlined in the master plan, it would appear a preferred alternative would be to replace the existing Building 19 footprint with the residential component.

The Conservation Commission objects to the proposed special permit.

June 2



Haverhill

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

May 15 2020

UPDATED NOTICE WITH CORRECTED PHONE NUMBER

Notice is hereby given that a hearing will be held for all parties interested, in a virtual meeting, on Tuesday, June 2 2020 at 7:00 PM (*residents who are interested in commenting on this special permit will need to call into HC Media's main Elm Street number 978-372-8070 – Once they call in, their phone number will be taken and they will be called back and allowed into the meeting in the order in which they called. Residents will need a phone and be willing to give their phone number to the person answering the phone in order for them to get the call back*); on a petition from Attorney John McKenna for applicant U-Haul Company of Eastern Massachusetts requesting a Special Permit for Storage Containers pursuant to Zoning Ordinance Section 120-16; for the use of more than two regulated storage containers for more than six months at 211-219 Lincoln av.

Description of area, maps and plans are on file in the City Clerk's Office.

Linda L Koutoulas
City Clerk

Advertise: May 15 and May 22 2020
Haverhill Gazette

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

*NEW X
*RENEWAL _____

12.1.1

DATE OF REQUEST 5/20/20 DATE OF APPROVAL _____

NAME: Roseanna Searles

ADDRESS: 74 Portland St., 2nd Floor, right

TELEPHONE #: 978-332-2558 978 332-2558

VEHICLE TYPE: Honda accord 1993

PLATE #: 795 AF9

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

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

Roseanna Searles
Applicant Signature

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

☒ Approve ☐ Denied

Reason for denial

Al RDA
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.

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.)

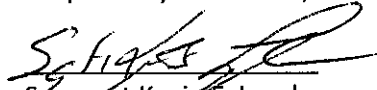
Please Return to: Sgt. Kevin Lynch

TO: Chief DeNaro
FROM: Sergeant Kevin Lynch
DATE: May 20, 2020
RE: Handicap Parking Sign Application

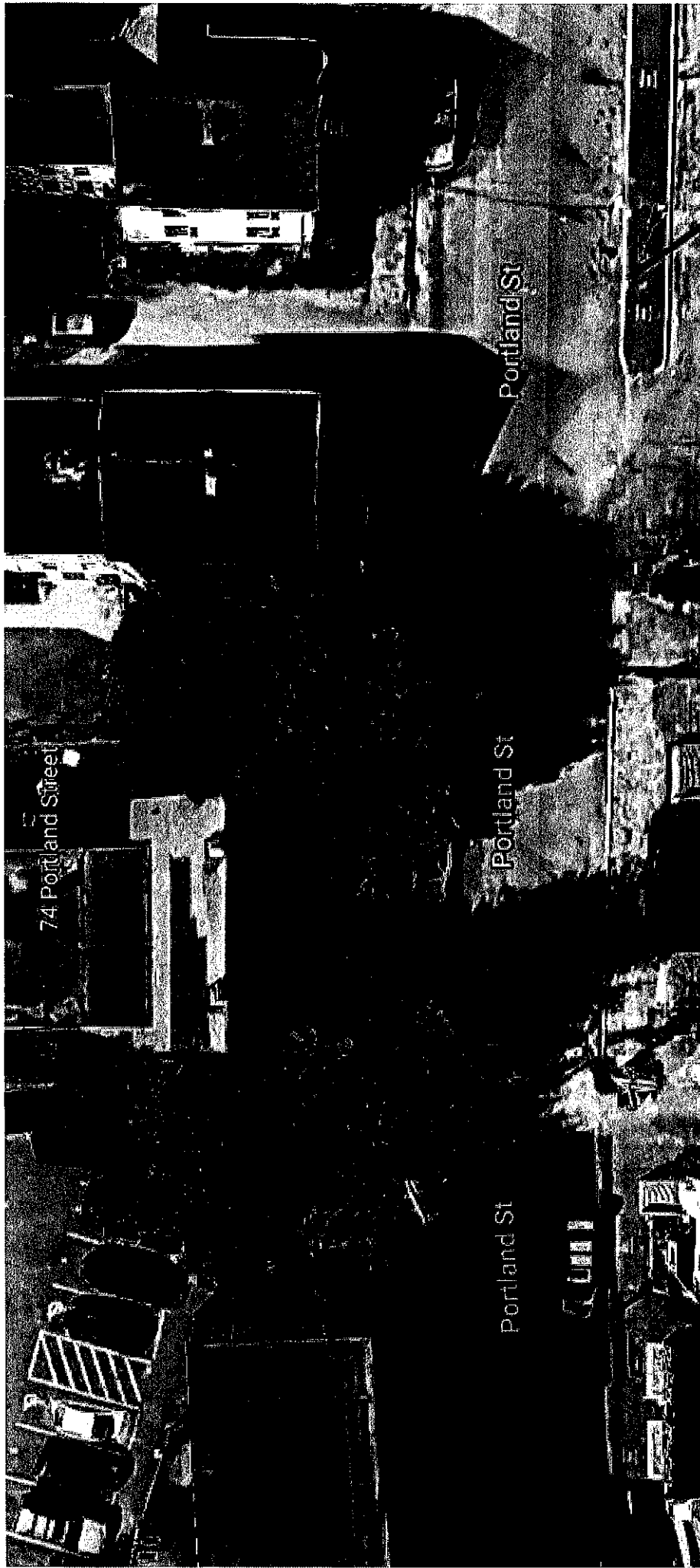
Chief,

I have spoken with Roseanna Searles 74 Portland St. #2 in regards to her application for a new handicap parking sign that she is requesting the sign be installed in front of 72/74 Portland St. Searles advised that she does have access to the driveway, but is constantly battling with other tenants to find a space in the driveway. Searles advised that due to her medical condition she has difficulty walking distances. At this time it appears that Searles 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



Sign Here



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

File 10 days

14.1

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 240

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, as amended, be and is hereby further amended as follows:

That the "Central Business District Parking Map dated 08/17/11", as revised and amended, shall be further revised and amended by relocating two (2) handicap parking spaces from the easterly side of the entrance of the Merrimack Street Parking Lot to the two most easterly parking spaces abutting the entrance to the Herbert H. Goecke, Jr. Parking Deck, all as shown on the attached map.

Further, said map shall now reflect "as last revised on 06/02/2020," wherever said words and figures should appear in Chapter 240.

APPROVED AS TO LEGALITY

City Solicitor

Promenade
ing Lot
see 57-Total

Cram Place
Parking Lot
8-Permit

Merrimack Street
Parking Lot
48-Two-hour Limit

Herbert H. Goecke, Jr. I
Upper Level
Westerly Side
130-Permit

*Rebuild
Two (2) HP
Spaces in front
Row off side walk

How Street
Parking Lot
75-Multi-use 41-Total

Haverhill Place
Parking Lot
30-Permit

Proposed
Parking Lot
21-Permit

Upper Level
Westerly Section

Upper Level
Easterly Section

Lower Level
Westerly Side
174-Multi-use 135-Total

Lower Level
Easterly Side
103-Multi-use 118-Total

WALL

STREET

STREET

PARK

1d

HAVERHILL

WAY

CITY OF HAVERHILL
MASSACHUSETTS
CITY SOLICITOR'S OFFICE


145 South Main Street
Bradford, MA 01835
(978) 373-2360
FAX: 978/891-5424
EMAIL: billcoxlaw@aol.com

1411

WILLIAM D. COX, JR.
CITY SOLICITOR

May 29, 2020

TO: Melinda E. Barrett, President and Members of the Haverhill City Council

FROM: William D. Cox, Jr., Esq., City Solicitor 

RE: Ordinance - Handicap Parking Spaces in Merrimack Street Parking Lot

In anticipation of the opening of Barrio Restaurant at Harbor Place, two handicap parking spots need to be moved from the entrance to the Merrimack Street Parking Lot to the far easterly corner of the same row of parking spaces. Regulations require that these spaces be a certain distance from the restaurant and the relocation of these spaces will accomplish this and allow for their occupancy permit to be issued by the building inspector.

Should you have any questions or concerns, please do not hesitate to contact me.

cc: James J. Fiorentini, Mayor

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

1511
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.cityofhaverhill.com
citycncl@cityofhaverhill.com

May 29, 2020

TO: Members of the City Council:

Council President Barrett and Councilor Michitson wish to discuss expanding COMCAST's Internet availability to low-income residents and to extend the COMCAST's Essentials offer through 60 days after schools return to classrooms.


Council President Melinda Barrett


Councillor John Michitson

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



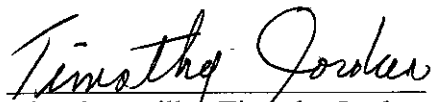
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

15.2
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.cityofhaverhill.com
citycncl@cityofhaverhill.com

May 29, 2020

TO: President and Members of the City Council:

Councillor Jordan is requesting, on behalf of Jeff Grassie of the Haverhill Farmer's Market, approval to go forward with the Farmer's Market this summer and fall.


City Councillor Timothy Jordan *sc*

DOCUMENT 8-C

CITY OF HAVERHILL

In Municipal Council May 19 2020

1611

ORDERED:

MUNICIPAL ORDINANCE

CHAPTER 240

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

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

Avco Road	No Parking	24 hrs
South side, from 10' before		
Mailbox for #110, For 80'		

APPROVED AS TO LEGALITY:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk



**110 Avco Road
Haverhill, MA
01835**

May 4, 2020

To whom it may concern:

My name is David Sigillo, VP of Seica Inc located at 110 Avco Road in Ward Hill Business park. I would like to request a street sign installed on the east side of the entrance to my building located at 110 Avco Road. I am the property owner of 110 Avco as well as the business Officer of Seica Inc. located at the same premises.

The sign would be a traditional sign that states, "No Parking Here to Corner", or an equivalent. Currently, the granite curb is painted yellow but may not have been painted for the last 10 years....as a result cars that have been parking within the yellow curb is impacting a line of site for my employees and customers leaving 110 Avco Road. As a result, at times, people are leaving the parking lot pulling into the middle of the street to see if any cars are coming from the right side. This is a safety issue for my employees and customers.

Images of the yellow curb and where a sign could be placed are shown below.

Best regards,

Dave Sigillo (Vice President)
Seica inc.
978-314-1788



Haverhill

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

May 15, 2020


**MEMO TO: CITY COUNCIL PRESIDENT MELINDA BARRETT AND
MEMBERS OF THE CITY COUNCIL**

Subject: *Avco Road – No Parking*

It has come to our attention that there is difficulty exiting property at 110 Avco Rd due to parking directly adjacent to the driveway. See attached Ordinance for No Parking, as well as a map.

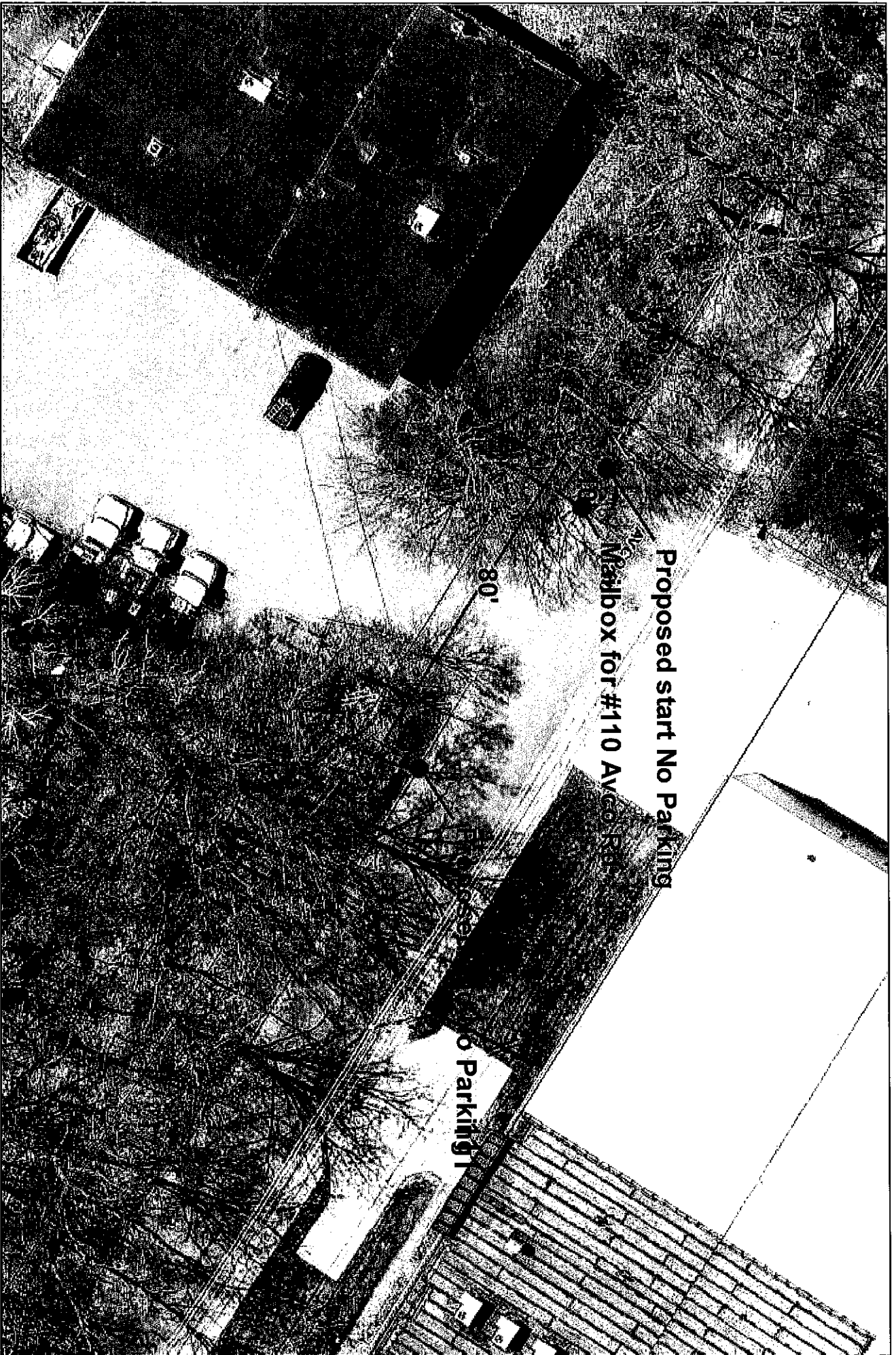
Please contact me if you have any questions.

Sincerely,



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

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



Proposed start No Parking

Mailbox for #110 Avco Rd.

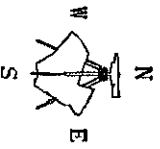
80'

No Parking

Avco Rd, Proposed No Parking

0 20 40 80 Feet

1 inch = 30 feet



City Of Haverhill, MA
Engineering — Division
Date produced: 5/15/2020

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



9/16



DOCUMENT 9-E

CITY OF HAVERHILL

In Municipal Council May 19 2020

16.2

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 240

An Ordinance Relating to Parking (25 Vine Street-DELETE Handicapped Parking)

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

LOCATION	REGULATION	HOURS/DAYS
25 Vine Street	No Parking	24 Hours
In front of No. 25 Vine Street except For 1-24 Hour handicapped Parking space at No. 25		

APPROVED as to legality:

City Solicitor

PLACED ON FILE for at least 10 days
Attest:

City Clerk



Haverhill

Economic Development and Planning

Phone: 978-374-2330

Fax: 978-374-2315

May 14, 2020

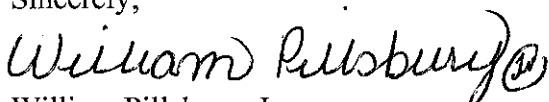
Melinda E. Barrett, Council President
City Council Members
City Hall-Room #204
City of Haverhill

RE: Handicap Parking – Delete Handicapped Parking located at 25 Vine Street

Dear Council President:

As per your request dated May 13, 2020, I am submitting a Municipal Ordinance that will delete handicap parking at **25 Vine Street**.

Sincerely,



William Pillsbury, Jr.
Economic Development and Planning Director



DOCUMENT 9-F

CITY OF HAVERHILL

In Municipal Council May 19 2020
CHAPTER 240

MUNICIPAL ORDINANCE

~~ORDERED~~

An Ordinance Relating to Parking (30 Bellevue Avenue)-ESTABLISH Handicapped Parking)

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

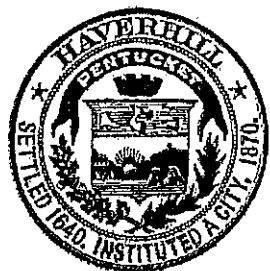
LOCATION	REGULATION	HOURS/DAYS
30 Bellevue Avenue	No Parking	24 Hours
In front of No. 30 Bellevue Avenue Except for One 24 hour handicap parking space at #30 Bellevue Avenue		

APPROVED as to legality:

City Solicitor

PLACED ON FILE for at least 10 days
Attest:

City Clerk



Haverhill

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

May 14, 2020

Melinda E. Barrett, Council President
City Council Members
City Hall-Room #204
City of Haverhill

RE: ESTABLISHMENT OF HANDICAP PARKING – 30 Bellevue Avenue

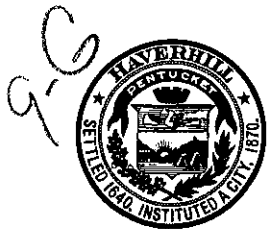
Dear Council President & Councilors:

As per your request dated, May 13, 2020, I am submitting a Municipal Ordinance that will allow for handicap parking in front of 30 Bellevue Avenue.

Sincerely,



William Pillsbury, Jr.
Economic Development and Planning Director



DOCUMENT 9-G

1/6.4

CITY OF HAVERHILL

In Municipal Council May 19 2020
CHAPTER 240

MUNICIPAL ORDINANCE

~~ORDERED~~

An Ordinance Relating to Parking (24 Arch Street)-ESTABLISH Handicapped Parking)

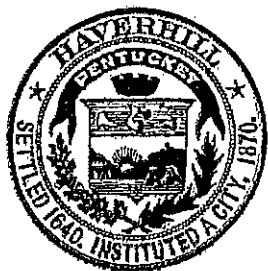
BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-85 Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended by ESTABLISHING the following:

LOCATION	REGULATION	HOURS/DAYS
24 Arch Street	No Parking	24 Hours
In front of No. 24 Arch Street Except for One 24 hour handicap parking space at #24 Arch Street		

APPROVED as to legality:

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

City Clerk



Haverhill

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

May 14, 2020

Melinda E. Barrett, Council President
City Council Members
City Hall-Room #204
City of Haverhill

RE: ESTABLISHMENT OF HANDICAP PARKING – 24 Arch Street

Dear Council President & Councilors:

As per your request dated, May 13, 2020, I am submitting a Municipal Ordinance that will allow for handicap parking in front of 24 Arch Street.

Sincerely,

William Pillsbury, Jr.
Economic Development and Planning Director

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 HALL, ROOM 204
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FACSIMILE: 978 374-2329
www.ci.haverhill.ma.gov
citycncl@cityofhaverhill.com

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	1/31/17 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

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.ci.haverhill.ma.gov

citycncl@cityofhaverhill.com

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