



**CITY OF HAVERHILL
CITY COUNCIL AGENDA
Tuesday, July 14, 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 regarding the condition of two of our reserve fire trucks. The Mayor and Fire Chief Laliberty have been working on possible solutions. The Mayor will have a proposal as soon as possible and recommends that we wait until we have the up to date revenue numbers from the state and also recommends that we go forward with the bond order for the one new truck while we explore other options
- 5.2. Communication from Mayor Fiorentini to address Council along with City Auditor, Charles Benevento regarding payments being made to City by Haverhill Heights and also to address our demand and collection policies

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

- 6.1. Communication from Councillor Jordan requesting to introduce Anna Pearse to address the Council to advocate that the City budget includes funding towards local nonprofits that are doing grassroots and anti-racist equity work

7. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28

8. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:

- 8.1. Communication from Robert E Ward, Deputy DPW Director submitting a proposed loan order and a transfer order for funding the engineering and construction of Dry Weather Connector Pipe improvements at various locations in the sewer system
 - 8.1.1. Order – Transfer \$1,288,454.41 from Capital Project Wastewater Odor Control to Capital Project Phase 3 CSO Tasks
 - 8.1.2. Bond Order – Appropriate \$565,000 for sewer system improvements

File 10 days



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8.2. Abatement report from City Assessor, Christine Webb, for the month of June

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

10. HEARINGS AND RELATED ORDERS:

10.1. Document 43: Petition from Thomas Hodgson/Livingston Development Corp requesting City accept a portion of South Pearson st as a Public Way

10.1.1. Document 43-B; Order – accept a portion of South Pearson st as a Public Way

Postponed from June 30 2020

Favorable Conditional recommendation from Planning Board and Planning Director

11. APPOINTMENTS:

11.1. Confirming Appointments

11.1.1. Board of Appeals: Louise Bevilacqua, expires Dec 31 2021 To Be Confirmed

11.1.2. Haverhill Historic Commission:

Daniel Speers, 104 Jericho Road, expires July 31 2021 To Be Confirmed

Ronald Peacetree, 160 Webster st, expires July 31 2022 To Be Confirmed

11.2. Non-Confirming Appointments:

11.2.1. Task Force on Diversity: Police Chief Alan DeNaro, ex officio or designee
Nomsa Ncube, 67 Washington st Noemi Custodia-Lora, Northern Essex College
Lynda Brown, 26 Windsor st Roxanna Patroni, 505 West Lowell av
Jesus Ruiz, 13 High st Kathy Rurak, 701 East Broadway
Kat Everett, 41 South Central st Ismael Mattias, 253 Farrwood dr
Rev. Mark Rivera, 278 Groveland st Gina Faustin, 36 Brookdale ln

Mayor Fiorentini is asking Task Force to issue a report by Labor Day, September 7th and make recommendations on: 1. Police use of force policies and any recommended changes 2. Specific recommendations on steps to take to diversify our work force and the makeup of City boards and commissions

11.3. Resignations

12. PETITIONS:

12.1. Applications Handicap Parking Sign:

12.1.1. Jeffrey Sterling for 38 Hancock st

12.2. Amusement/Event Applications:

12.3. Tag Days:

12.4. One Day Liquor License

12.5. Annual License Renewals:

12.5.1. Hawker Peddlers License 2020 - Fixed location/new

12.5.2. Coin-Op License Renewals for Weekly/Sunday 2020

12.5.3. Drainlayer License for 2020:

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

- 13.1. Order – Appropriate \$76,000 from the Sale of non-tax Title land account and transferred to the following Capital Account:
Police Station Canopy \$76,000
- 13.2. Order – That the sum of \$1,057,205 be transferred to/from the following accounts as stated below to close out FY2020:

FROM:		TO:	
23,700	Constituent Services Salary	5,400	Mayor Salary
12,000	Treasurer Expense	600	Mayor Expense
1,000	Legal Expense	3,100	Constituent Services Expense
44,205	Highway Salary	6,200	Assessing Salary
19,200	Refuse Collection Expense	5,900	Human Resources Expense
12,700	Veterans Expense	2,500	Other Education Funding
650,000	Budget Reserve	12,000	Treasurer Salary
57,000	Snow & Ice Salary	1,000	Legal Salary
23,500	Liability Insurance Premiums	22,955	Highway Expense
54,400	Parking Expense	11,350	Vehicle Maintenance Salary
159,500	Essex North Shore Agriculture	9,900	Parks Salary
		19,200	Refuse Collection Salary



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	7,500	Veterans Salary
	5,200	Citizen Ctr Expense
	650,000	Snow & Ice Expense
	57,000	Snow & Ice Expense
	237,400	Street & Outdoor Lighting
<hr/>		
<u>1,057,205</u>	<u>1,057,205</u>	

14. ORDINANCES (FILE 10 DAYS)

15. COMMUNICATIONS FROM COUNCILLORS:

- 15.1. Communication from Council President Barrett, Councillors LePage, Michitson, Jordan, McGonagle, and Macek requesting that Mayor Fiorentini submit an Order for an appropriation of \$1,023,722.00 in the operational budget for FY2021, for the purpose of acquiring two new fire trucks which are deemed necessary by the Council, but are not included in the annual budget as presented. This request is being made under the Power of Council, *as provided in M.G.L., Chapter 44, Sections 33. Power of Council to add to appropriation; conditions; limitations.*
- 15.2. Communication from Councillor Colin LePage requesting a discussion on the oversight and enforcement of terms and conditions of City negotiated contracts with private parties, including, but not limited to the Haverhill Heights project
- 15.3. Communication from Councillor Michael McGonagle requesting to have the Traffic & Safety Committee review a request for a “no outlet” sign at the entrance of Leonard Avenue
- 15.4. Communication from Councillor Michael McGonagle requesting to have the Traffic & Safety Committee review a request for “autistic child in area” signage in the area of 4 Village Woods Road

16. UNFINISHED BUSINESS OF PRECEDING MEETING:

- 16.1. Document 9-H; Ordinance re: Parking- Add Handicap Parking, 74 Portland st *filed June 31 2020*



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- 16.2. Document 69-J; Communication from Councillor Colin LePage requesting a status update on the Matrix study regarding the “Organization of our Facilities Maintenance Department” as previously requested

Continued from June 30th

17. RESOLUTIONS and PROCLAMATIONS:

- 17.1. PROCLAMATION OF RACISM AS A PUBLIC HEALTH CRISIS

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

(511)
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

July 10, 2020

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

RE: Fire Trucks

Dear Madame President and Members of the Haverhill City Council:

I know that all of you are concerned about the condition of two of our reserve fire trucks. I understand and share your concerns. Fire Chief Laliberty and I have been working on some possible solutions. As soon as I have something that will work, I will get back to you with a proposal. I also recommend that we wait until we have the up to date revenue numbers from the state.

My strong recommendation is that we go forward with the bond order that is before you this evening for the one new truck while we check our revenue numbers and explore other options. I am available if any of you wish to talk.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

512
CITY HALL, ROOM 100
FOUR SUMMER STREET
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MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

July 10, 2020

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

RE: Haverhill Heights

Dear Madame President and Members of the Haverhill City Council:

I understand that questions have been raised about the payments being made to the city by Haverhill Heights.

There were two missed payments — one from a year ago and one more recent within the 30 day grace period. I am happy to report that the older payment has now been received. We are contacting the developer on when we can expect to receive the next payment.

I am not satisfied with our demand and collection policies. I have directed our Finance Department to update them. I have requested Mr. Benevento to be at the City Council meeting Tuesday to review this with you.

Very truly yours,

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



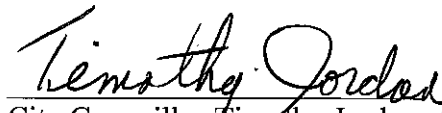
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

611
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.cityofhaverhill.com
citycncl@cityofhaverhill.com

July 10, 2020

TO: President and Members of the City Council:

Councillor Jordan wishes to introduce Anna Pearse to address the Council to advocate that the city budget includes funding towards local nonprofits that are doing grassroots and anti-racist equity work.


City Councillor Timothy Jordan *ben*



Haverhill

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

Date: July 8, 2020

To: The Honorable James J. Fiorentini
Mayor of Haverhill

From: Robert E. Ward *R.E.W.*
Deputy DPW Director

Subject: Phase 3 Combined Sewer Overflow Program
Dry Weather Connector Pipe Improvements
Proposed Loan Order and Transfer Documents

Attached for your approval and City Council approval are a proposed loan order and a transfer order for funding the engineering and construction of Dry Weather Connector Pipe Improvements at various locations in the sewer system. The loan order must be placed on file for ten (10) days, and the transfer order does not.

This project is the first phase of the construction of the City's Phase 3 Combined Sewer Overflow (CSO) program. The funding plan is to pay for it with this loan order and a transfer of unused funds from the Wastewater Treatment Plant Odor Control Project, which is complete. The proposed funding is as follows:

Loan Order	\$565,000.00
Transfer	\$1,288,454.41
Estimated Project Cost	\$1.9 million

The Phase 3 CSO Program is required by the Consent Decree (CD) entered November 10, 2016 in the United States District Court by the US Department of Justice on behalf of the EPA and MassDEP. The CD includes significant stipulated penalties for noncompliance.

This project includes modifying the downstream connector pipe at four locations to increase the amount of wet weather flow that can be conveyed to the sewer interceptors and the wastewater treatment plant. The purpose of the project is to reduce the frequency and volumes of CSO's. A map showing the project locations is attached.

Payments for the loan order are expected to begin in the fiscal year 2022 with an amount of \$70,700.00 for a loan term of ten (10) years. The cost of this work was included in our Five-Year Forecast and Five-Year Capital Project List submitted with our FY21 Wastewater Budget. Please note that because we are transferring funds, the loan payments will be less than what is budgeted in the 5-Year Forecast.

If the loan order and transfer order are acceptable to you, I would like to submit them to City Council for the July 14th meeting. I plan to attend the City Council meeting to answer questions.

If you need additional information, please email me at rward@haverhillwater.com or call me at (978) 374-2382.

Attachments: Loan Order	-	For City Council Approval
Transfer Order	-	For City Council Approval
Figure 2	-	Project Location Map

Cc: Charles Benevento, City Auditor/Finance Director, cbenevento@cityofhaverhill.com
Alicia T. McOsker, CTP, City Treasurer, amcosker@cityofhaverhill.com
Michael Stankovich, Director of Public Works, mstankovich@cityofhaverhill.com

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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July 10, 2020

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

RE: Order to transfer \$565,000.00 from bond proceeds and an order to transfer \$1,288,454.41 from Capital Project Wastewater Odor Control to Capital Project Phase 3 CSO tasks for sewer system improvements

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

Please see attached an order authorizing the Mayor to borrow \$565,000.00 to fund sewer system improvements related to combined sewer overflow regulators at Bethany Avenue, Middlesex Street, South Webster Street and Chestnut Street. Also, please find attached a second order to transfer \$1,288,454.41 from Capital Project Wastewater Odor Control to Capital Project Phase 3 CSO tasks for sewer system improvements

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

Respectfully submitted,

James J. Fiorentini, Mayor

JJF/lyf



DOCUMENT

8/1/1


CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of **\$1,288,454.41** be transferred from the *Capital Project Wastewater Odor Control* to *Capital Project Phase 3 CSO Tasks*.

Aerial photo provided by Esri.
Utility data from the City of Haverhill.
Road data from MassDOT.

-  CSO Dry Weather Improvements
- Gravity Sewers**
- Combined Sewer
 - Sanitary Sewer

J:\M:\wright-pierce.com\wp-fs\GIS\GIS_Development\Projects\MA\Haverhill\T12170_CS0_LongTermPlan\MXD\Scope_Fig2.mxd



0 250 500 1,000 1,500 Feet

Middlesex Street

Bethany Ave

Chestnut Street

South Webster St

**Task 2 - CSO Dry Weather
Connector Pipe Improvements**
Haverhill, MA

PROJ NO:

T12170

DATE:

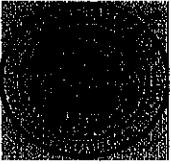
1/21/2019

WRIGHT-PIERCE
Engineering a Better Environment

FIGURE:

2

Bond Order



Document

CITY OF HAVERHILL

In Municipal Council

File 10 days

8/1/2

Ordered: That Five Hundred Sixty-Five Thousand Dollars (\$565,000) is appropriated for sewer system improvements related to combined sewer overflow regulators at Bethany Avenue, Middlesex Street, South Webster Street and Chestnut Street, including the payment of all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount pursuant to Chapter 44, Section 7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

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

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



8.2

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

July 7, 2020

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Christine Webb, MAA
Assessor

Transaction Summary All Years

City of Haverhill

All Entry Date range 06/01/2020 through 06/30/2020 for Abatements,Exemptions

Totals	Tax Paid	Interest Paid	Fees Paid	Tax Reversals	Interest Reversals	Fee Reversals	Refunds	Refund Reversals	Abate	Exemp	Adjust	Transfers
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.55	0.00	0.00	0.00
2018 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.55	0.00	0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.55	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00
2019 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	494.70	0.00	0.00	0.00
2019 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	494.70	0.00	0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	509.70	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	520.65	0.00	0.00	0.00
2020 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	520.65	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,034.61	0.00	0.00	0.00
2020 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,034.61	0.00	0.00	0.00
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,066.00	0.00	0.00
2020 Real Estate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,066.00	0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,555.26	1,066.00	0.00	0.00
Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,116.51	1,066.00	0.00	0.00
Total All Charges									18,182.51			

Total All Charges: Add all columns except Adjustments.

Street Acceptance, Discontinuance,
Naming, Renaming or Alteration

63476

Status: Active

Submitted: Oct 14, 2019

Applicant



Thomas Hodgson

978-815-4847

@ livingstonedev@icloud.com

Project Information

Specific Type of Request

Street Acceptance

Proposed Street Name

South Pearson St

Current Street Name

South Pearson St

What is Your Role in this Process?

Developer

Hearing Waiver

Agreement

Yes

Agreement & Signature

Yes

true

Office Use Only

City Council Initial Decision

--

City Council Final Decision

--

Planning Board Decision

--

City Council Meeting Date

--

Planning Board Meeting Date

--

IN CITY COUNCIL: March 10 2020

REFER TO PLANNING BOARD and

VOTED: that COUNCIL HEARING BE HELD APRIL 28 2020

Attest:

City Clerk

IN CITY COUNCIL: March 24 2020

POSTPONED INDEFINITELY

Attest:

City Clerk

IN CITY COUNCIL: April 28 2020

REFER TO PLANNING BOARD & NEW COUNCIL HEARING DATE IS
JUNE 16 2020

Attest:

City Clerk

Attachments (4)

pdf Site Plan

Oct 09, 2019

docx Legal Description of Land

Oct 09, 2019

pdf "As-Built" Plan

Oct 09, 2019

pdf Petition to City Council

Oct 09, 2019

Livingstone
Development Corp.

Hearing April 28, 2020
Hearing June 16, 2020
Thomas Hodgson
1985 Salem St
North Andover, MA
01845

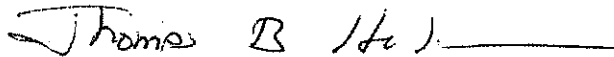
10.11

43

We have submitted documentation as required in the City's online homepage Engineering Department section. Kindly advise as to any further documentation or information you may require.

Thank you again for kind assistance in this matter.

Very truly yours,

_____

IN CITY COUNCIL: June 16 2020

POSTPONED TO JUNE 30 2020

Attest:

City Clerk

IN CITY COUNCIL: June 30 2020

POSTPONED TO JULY 14 2020

Attest:

City Clerk



Haverhill

Planning Board

Phone: 978-374-2330 Fax: 978-374-2315

May 14, 2020

City Council President Melinda Barrett
& City Councilors
City of Haverhill

RE: Street Acceptance – portion of South Pearson Street

Members Present: Chairman Paul Howard
Member Robert Driscoll
Member Ismael Matias
Member Kenneth Cram
Member Karen Buckley
Member Karen Peugh
Member Nate Robertson
Member William Evans

Members Absent: Member April DerBoghossian, Esq.

Also Present: William Pillsbury, Jr., Director of Economic Development and Planning
Lori Robertson, Head Clerk

Dear City Council President and Councilors:

Please note at the May 13, 2020 ONLINE Planning Board meeting the board considered the recommendation of the Planning Director, William Pillsbury, Jr., to forward a favorable conditional recommendation for a street acceptance for portion of South Pearson Street .

Planning Director read the rules of public hearing into the record (online version).

Mr. Pillsbury stated the applicant has requested that the above portion of the street to be accepted by the City. This roadway was built pursuant to an approved definitive plan. The City Engineer has reviewed the project and determined it to be complete and in conformity with the definitive plan and recommended that the bond be reduced to zero.

Chairman Howard asked if anyone from the public wished to speak. Hearing none, we will close the public portion of the hearing and turn it over for comments from the Planning Director.

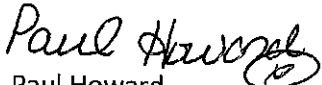
43

Mr. Pillsbury stated my recommendation is a favorable conditional recommendation to City Council.

Member William Evans motioned to make a favorable conditional recommendation to the City Council as recommended by the Planning Director, William Pillsbury. The condition being the inclusion of all the comments/letters from city departments. Member Karen Buckley seconded the motion.

Chairman Paul Howard-yes
Member Robert Driscoll-yes
Member Ismael Matias-yes
Member Kenneth Cram-yes
Member Karen Buckley-yes
Member Karen Peugh-yes
Member Nate Robertson-yes
Member April DerBoghosian, Esq.-absent
Member William Evans-yes

Signed:


Paul Howard
Chairman

Attachments: City Department Letters

Cc: Street acceptance file portion of South Pearson Street
City Engineer-John Pettis-email
City Departments

Doc 43

Hearing June 16 2020

April 23, 2020

Thomas Hodgson
Livingstone Dev. Corp.
P.O. Box 50
Tewksbury, MA 01876
978-815-4847

Doc 43-B

2020 APR 24 AM 09:57 - 47 CITY

RE: Acceptance of Portion of South Pearson st as a
Public Way
Planning Board Date: May 13 2020
City Council Hearing: June 16 2020

City Clerk, City of Haverhill
4 Summer Street
Haverhill, MA 01830

To whom it may concern,

Please accept my request to move forward the application for 5/13/20 regarding South Pearson Street. Any questions, please let me know.

Kindly,

Thomas B 12

Thomas Hodgson, president
Livingstone Dev. Corp.

Att: Petition for Street Acceptance
South Pearson Street,
Livingstone Development Corp.

Dear Ms. Lynch,

It appearing that the common convenience and necessity require it, Livingstone Development Corp. is petitioning that the portion of the following street, herein described, be accepted as a Public Way:

South Pearson Street (Legal Description):

A certain parcel of land located on the easterly side of South Pearson Street, Haverhill, Essex County, Massachusetts being shown as "South Pearson, for acceptance" on a plan entitled "Street Acceptance of South Pearson Street in Haverhill, Ma. by Christiansen & Sergi, A Division of The Morin-Cameron Group, Inc., dated March 5, 2019.

Beginning at the northwest corner at a stone bound with drill hole on the easterly side of the existing public portion of South Pearson Street.

Thence N 84°04'11" E a distance of 39.35' to a stone bound with drill hole;

Thence with a curve turning to the right with an arc length of 37.34', with a radius of 55.00', with a delta angle of 38°54'09", with a chord bearing of S 65°31'52" E, with a chord length of 36.63' to a point;

Thence with a compound curve turning to the right with an arc length of 168.39', with a radius of 50.00', with a delta angle of 192°57'40", with a chord bearing of S 50°24'18" W, with a chord length of 99.36' to a drill hole set with lead plug on the existing public portion of South Pearson Street;

Thence along the existing public portion of South Pearson Street N 73°18'36" E a distance of 10.60' to a point;

Thence along the existing public portion of South Pearson Street N 04°51'44" W a distance of 71.65' to a stone bound with drill hole and the point of beginning.

Meaning and intending to describe that parcel labeled as "South Pearson Street For Acceptance" on said plan, and on file at the Haverhill Engineering office as Plan 2B 3717, file #16314, and previously recorded at the Southern Essex District Registry of Deeds as Plan Book 472 Plan 28.

March 19, 2020

2020MAR19AM1055HAY/CIT/C

To: Linda Koutoulas
City Clerk, Haverhill, MA

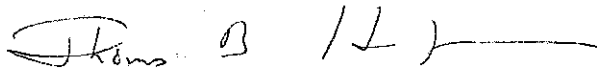
From: Tom Hodgson
Livingstone Dev. Corp.
1501 Main Street
Tewksbury, MA 01876

Re: Time Extension - South Pearson Street

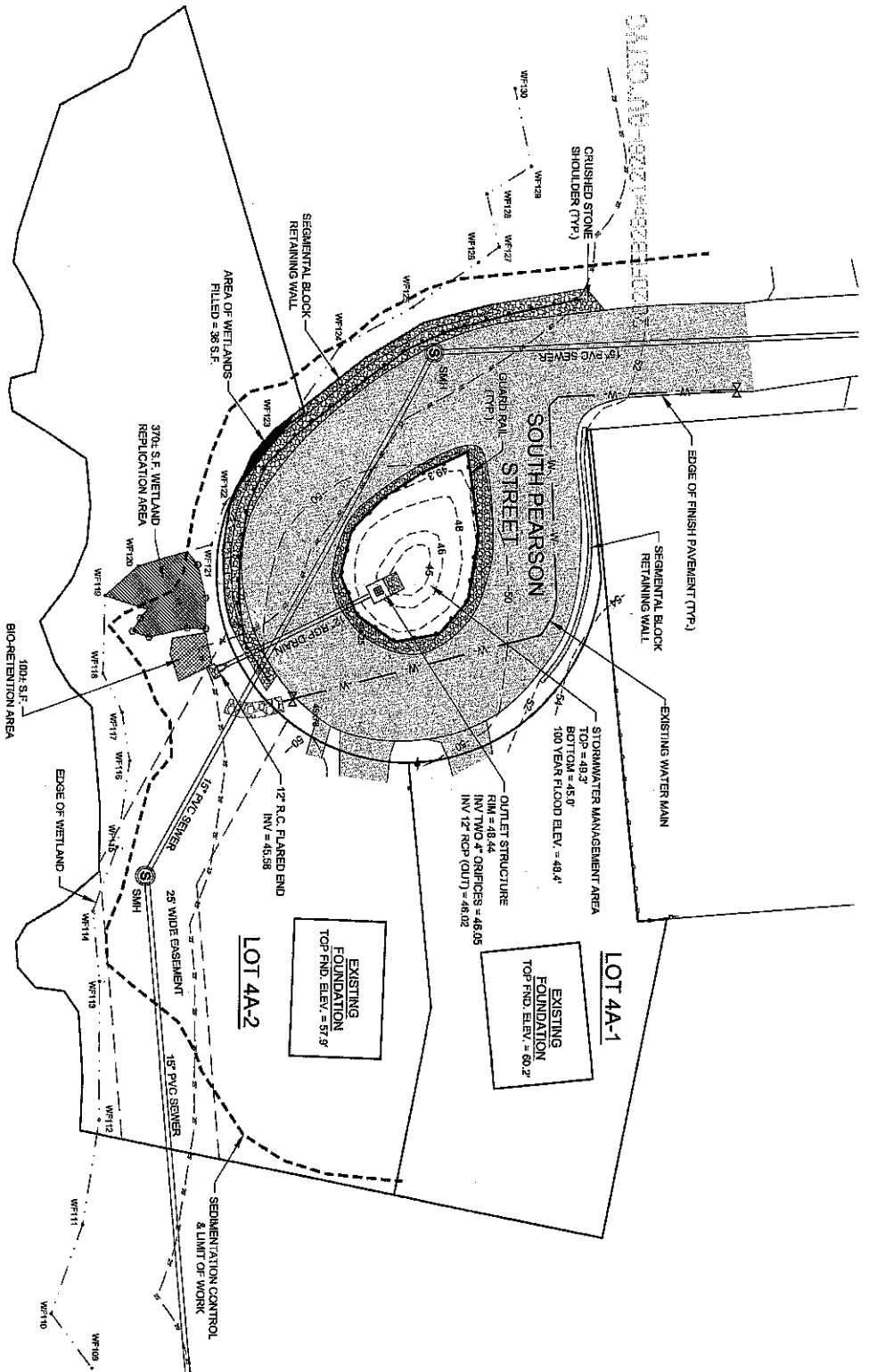
Ms. Koutoulas,

Due to the extenuating circumstances, I realize the City of Haverhill will need an open-ended extension of time for the street acceptance of South Pearson Street, Haverhill, MA.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Hodgson", followed by a long horizontal line.

Tom Hodgson
President, Livingstone Dev. Corp.



STORMWATER MANAGEMENT AREA STORAGE AREAS

ELEVATION (FT.)	DESIGN SURFACE AREA (SF)	AS-BUILT SURFACE AREA (SF)
48.0	105	112
48.0	285	287
48.0	759	774
48.3	1,211	1,310

AS-BUILT PLAN



FINAL ROADWAY AS-BUILT PLAN

FOR
SOUTH PEARSON STREET
IN

HAVERHILL, MASS.

DATE: AUGUST 16, 2017
REVISED: DECEMBER 10, 2018



CHRISTIANSEN & SERGI, INC.
PROFESSIONAL ENGINEERS & LAND SURVEYORS
160 SUMNER ST., HAVERHILL, MA 01830 WWW.CS-ENG.COM
TEL. 978-373-0310 FAX. 978-372-3980 COPYRIGHT 2017

NOTES:
1. THE CONDITIONS SHOWN HEREON ARE BASED ON AN AS-BUILT SURVEY PERFORMED ON JUNE 16, 2016.

4B 3362

16351

**Street Acceptance, Discontinuance,
Naming, Renaming or Alteration****63476**

Status: Active

Submitted: Oct 14, 2019

Applicant

Thomas Hodgson

978-815-4847

@ livingstonedev@icloud.com

Project Information**Specific Type of Request**

Street Acceptance

Current Street Name

South Pearson St

Proposed Street Name

South Pearson St

What is Your Role in this Process?

Developer

Hearing Waiver**Agreement**

Yes

Agreement & Signature

Yes

true

Office Use Only**City Council Initial Decision**

--

City Council Final Decision

--

Planning Board Decision

--

City Council Meeting Date

--

Planning Board Meeting Date

05/13/2020

Attachments (11)pdf **Site Plan**

Oct 09, 2019

docx **Legal Description of Land**

Oct 09, 2019

pdf **"As-Built" Plan**

Oct 09, 2019

pdf **Petition to City Council**

Oct 09, 2019

pdf **Mailing Labels South Pearson.pdf**

Feb 24, 2020

xlsx **Abutters South Pearson.xlsx**
Feb 24, 2020

pdf **South Pearson St. street acceptance extension letter.pdf**
Mar 19, 2020

pdf **South Pearson Street request for May meeting**
Apr 27, 2020

pdf **Stormwater Operations & Maintenance Plan**
May 14, 2020

pdf **Conservation Commission Certificate of Compliance**
May 14, 2020

pdf **portion of south pearson st. planning board meeting minutes.pdf**
Jun 09, 2020

Timeline

- ☐ **Street Acceptance, Discontinuance, Naming or Renaming Recording Payment**
Status: Paid October 29th 2019, 1:38 pm
- ☐ **Street Acceptance, Discontinuance, Naming or Renaming Fee Payment**
Status: Paid October 29th 2019, 1:40 pm
- ☐ **Applicant Submits Mylar**
Status: Completed October 29th 2019, 1:41 pm
Assignee: Tara Lynch
- ☐ **Engineering Department Approval**
Status: Completed October 29th 2019, 1:41 pm
Assignee: Tara Lynch
- ☐ **Engineering Submits Council Order**
Status: Completed February 20th 2020, 9:29 am
Assignee: Tara Lynch
- ☐ **City Clerk Review**
Status: Completed February 24th 2020, 1:43 pm
Assignee: Maria Bevilacqua
Maria Bevilacqua February 24th 2020, 1:43:23 pm
Planning Board Hearing: April 8 & Council Hearing April 28 2020 - to be announced March 10 2020 meeting
- ☐ **Assessor Compiles Abutters List**
Status: Completed February 24th 2020, 2:13 pm
Assignee: Christine Webb
Christine Webb February 24th 2020, 2:13:08 pm
Please see the attached abutters and mailing list for South Pearson
- ☐ **Water/Sewer Bill Check**
Status: Skipped March 10th 2020, 8:55 am
Assignee: Beth Remmes
- ☐ **Tax Check**
Status: Skipped March 10th 2020, 8:56 am
Assignee: Yenise Rozon
- ☐ **Placed on City Council Agenda**
Status: Completed March 12th 2020, 9:33 am
Assignee: Maria Bevilacqua
Maria Bevilacqua March 12th 2020, 9:33:31 am
Placed on Council Agenda March 10th - Referred to Planning Board & Hearing April 28 2020
- ☐ **City Clerk Notifies Abutters**
Status: Skipped April 28th 2020, 12:03 pm
Assignee: Lori Robertson
- ☐ **City Clerk Places First Advertisement**
Status: Skipped April 28th 2020, 12:03 pm

Assignee: Lori Robertson

☐ **City Clerk Places Second Advertisement**

Status: Skipped April 28th 2020, 12:03 pm

Assignee: Lori Robertson

☐ **City Council Hearing**

Status: Skipped April 28th 2020, 12:04 pm

Assignee: Lori Robertson

Lori Robertson April 28th 2020, 12:05:41 pm

Hi Linda,

Karen Buckley told me to skip the above...abutters, advertisement, advertisement and City Council hearing so it could move to departments for comments. My meeting is May 13th.

Thanks, Lori

☐ **Building Inspector Review**

Status: Completed April 30th 2020, 3:53 pm

Assignee: Tom Bridgewater

☐ **Conservation Department Review**

Status: Completed May 14th 2020, 5:40 pm

Assignee: Robert Moore

Robert Moore May 14th 2020, 5:40:12 pm

Conservation Commission issued Certificate of Compliance under DEP File #33-1261, certifying satisfactory completion of work.

Certificate is uploaded with Stormwater Operations & Maintenance Plan. With City acceptance of street, City accepts maintenance responsibility for infiltration basin within the cul-de-sac, its outlet control structure, and the bioretention area into which it drains.

☐ **Fire Department Review**

Status: Completed May 20th 2020, 2:07 pm

Assignee: Eric Tarpy

Eric Tarpy May 20th 2020, 2:07:17 pm

no parking in culdesac do to fire department access requirements

☐ **Health Department Review**

Status: Completed May 27th 2020, 8:20 am

Assignee: Mark Tolman

Mark Tolman May 27th 2020, 8:20:27 am

Currently no BOH approvals required.

☐ **Police Department Review**

Status: Skipped June 1st 2020, 2:46 pm

Assignee: Anthony Haugh

☐ **DPW Review**

Status: In Progress

Assignee: Mike Stankovich

☐ **Community Development Review**

Status: In Progress

Assignee: Andrew Herlihy

☐ **School Superintendent Review**

Status: In Progress

Assignee: Margaret Marotta

☐ **Wastewater Review**

Status: In Progress

Assignee: Paul Jessel

Paul Jessel May 15th 2020, 6:35:49 am

On the "AS-Builts" provide rim and invert elevation include the survey datum

☐ **Water Department Review**

Status: In Progress

Assignee: John Donahue

☐ **Board Clerk Publishes Notice**

Status: Pending

Assignee: Lori Robertson

☐

☐ **Board Clerk Prepares Agenda**

Status: Pending

Assignee: Lori Robertson

☐ **Board Clerk Places First Ad**

Status: Pending

Assignee: Lori Robertson

☐ **Board Clerk Places Second Ad**

Status: Pending

Assignee: Lori Robertson

☐ **Board Clerk Notifies Abutters**

Status: Pending

Assignee: Lori Robertson

☐ **Planning Board Member Review - PaulH**

Status: Pending

☐ **Planning Board Member Review - KarenB**

Status: Pending

☐ **Planning Board Member Review - AlisonC**

Status: Pending

☐ **Planning Board Member Review - KenC**

Status: Pending

☐ **Planning Board Member Review - AprilD**

Status: Pending

☐ **Planning Board Member Review - BobD**

Status: Pending

☐ **Planning Board Member Review - BillE**

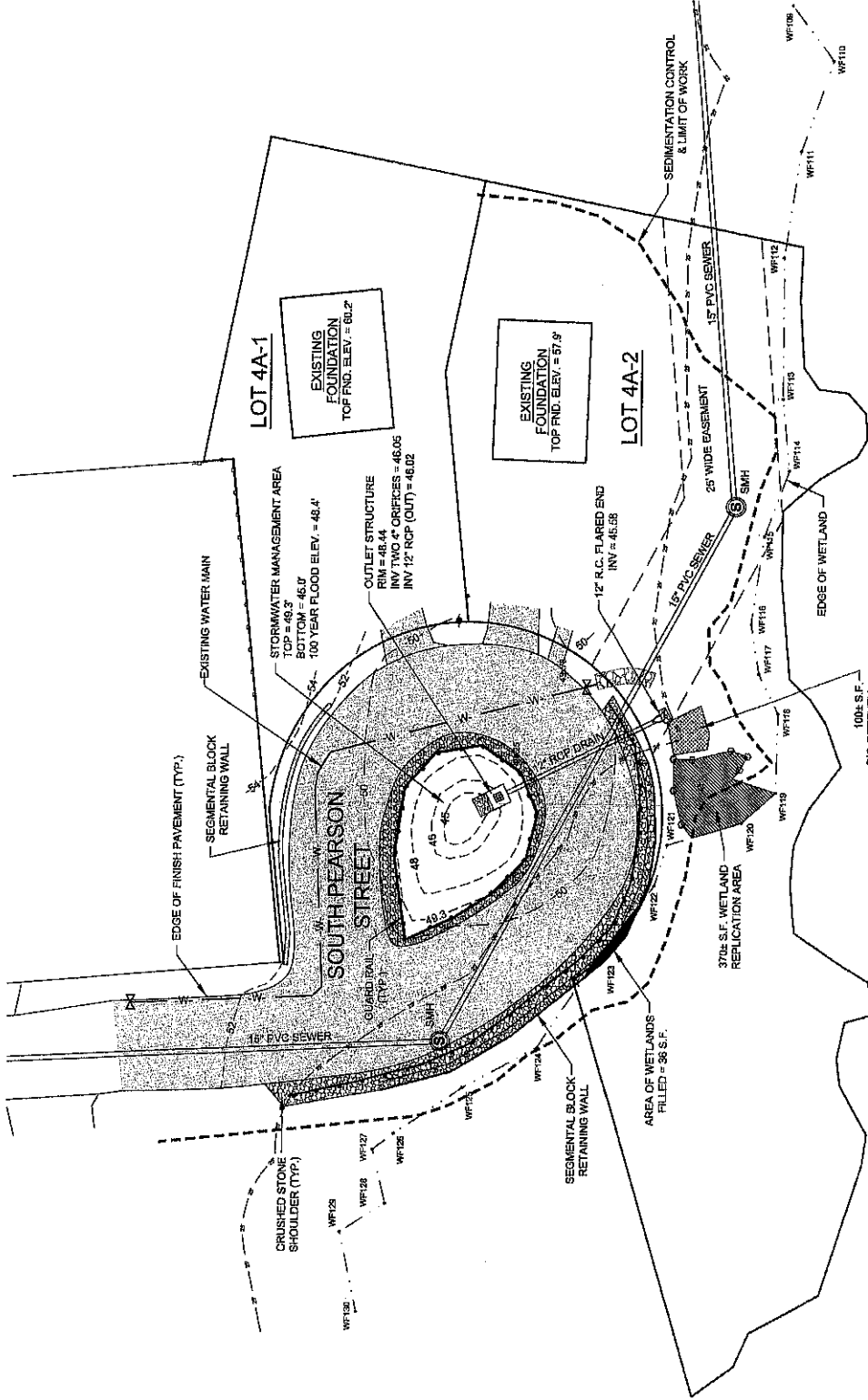
Status: Pending

☐ **Planning Board Member Review - KarenP**

Status: Pending

☐ **Planning Board Member Review - NateR**

Status: Pending

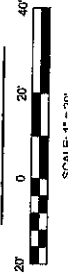


STORMWATER MANAGEMENT AREA STORAGE AREAS

ELEVATION (FT.)	DESIGN SURFACE AREA (SF)	AS-BUILT SURFACE AREA (SF)
45.0	105	112
46.0	259	267
48.0	759	774
49.3	1,211	1,310

NOTES:
1. THE CONDITIONS SHOWN HEREON ARE BASED ON AN AS-BUILT SURVEY PERFORMED ON JUNE 16, 2016.

AS-BUILT PLAN



FINAL ROADWAY AS-BUILT PLAN
FOR
SOUTH PEARSON STREET
IN
HAVERHILL, MASS.

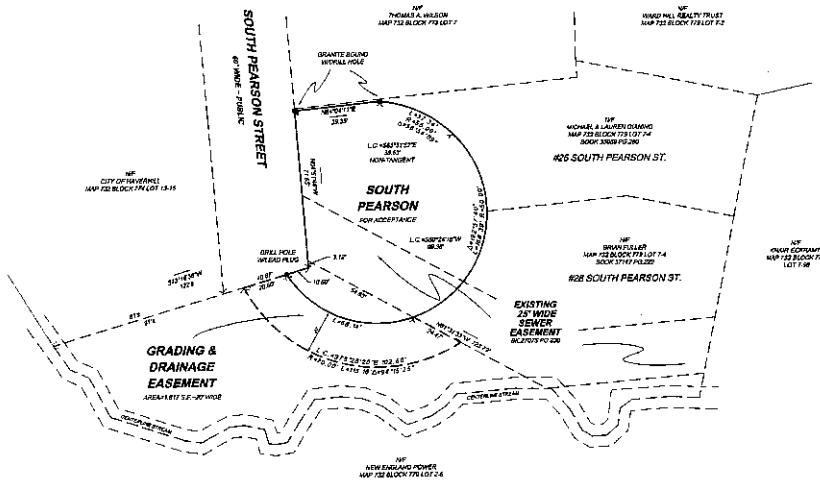
DATE: AUGUST 16, 2017
REVISED: DECEMBER 10, 2018



PROFESSIONAL ENGINEERS & LAND SURVEYORS
CHRISTIANSEN & SERGI, INC.
160 SUMMER ST. HAVERHILL, MA 01830 WWW.CS-HENR.COM
TEL 978-373-3310 FAX 978-372-3960 COPYRIGHT 2017

FOR REGISTER ONLY

CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS
Michael J. Sergi 3/8/19
DUE



REFERENCE PLANS & DEEDS

1. BOOK 3779 PAGE 201 RECORDED AT THE SOUTH DISTRICT REGISTRY OF DEEDS.
2. PLAN BOOK 418 PLAN 27 RECORDED AT THE SOUTH DISTRICT REGISTRY OF DEEDS.
3. PLAN BOOK 426 PLAN 42 RECORDED AT THE SOUTH DISTRICT REGISTRY OF DEEDS.
4. PLAN BOOK 436 PLAN 38 RECORDED AT THE SOUTH DISTRICT REGISTRY OF DEEDS.

CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES SHOWING EXISTING OWNERSHIP AND THE LINES OF STREETS AND ALLEYS SHOWN ARE THOSE OF THE CITY OF HAVERHILL. THE CITY OF HAVERHILL HAS NO INTEREST IN THE PROPERTY SHOWN AND NO INTEREST IN THE EXISTING OWNERSHIP OF THE PROPERTY SHOWN.

Michael J. Sergi 3/8/19
DATE

THE CERTIFICATE SHOWN ABOVE IS INTENDED TO MEET THE REQUIREMENTS OF THE CITY OF HAVERHILL FOR THE PURPOSE OF RECORDING THE PLAN AND TO BE A CONDITION OF ANY SUBSEQUENT RECORDING OF THE PLAN.

CERTIFY THAT THE INFORMATION SHOWN IS AS BUILT AS OF MARCH 5, 2019.

Michael J. Sergi 3/8/19
DATE

STREET ACCEPTANCE PLAN OF SOUTH PEARSON STREET

LOCATED IN
HAVERHILL, MA.

DATE: MARCH 5, 2019 SCALE: 1"=40'

CS PROFESSIONAL ENGINEERS & LAND SURVEYORS
CHRISTIANSEN & SERGI
A DIVISION OF THE SOUTH CAROLINA SURVEYING AND
ENGINEERING FIRM, INC. 100 SOUTH STREET, HAVERHILL, MASSACHUSETTS 01930
WWW.CS-ENG.COM TEL: 978-375-0210 FAX: 978-375-0200

DWG. NO. 10066.001.014

OPERATION & MAINTENANCE PLAN

**Lot 4A - South Pearson Street
Haverhill, MA**

**January 16, 2008
Revised June 6, 2008
Revised June 26, 2008**

City of Haverhill
DEP FILE
331261

CONSERVATION
COMMISSION

The success of the stormwater management plan depends on the proper implementation, operation, and maintenance of several management components. The following procedures shall be implemented to ensure success:

1. The contractor shall comply to the details of construction of the project as shown on the plans.
2. The infiltration basin, culvert, flared end section and bio-retention cell shall be inspected and cleaned as required in Table 1.
3. Effective erosion control measures during and after construction shall be maintained until a stable turf is established on all altered areas.

THE MAINTENANCE PLAN

During Construction:

The Contractor constructing the project and drainage system shall be responsible for maintaining the stormwater system during construction

Routine maintenance of all items shall be performed in order to ensure adequate runoff and pollution control during construction.

Once construction is complete, the owner of the property shall request that the City accept the roadway and assume responsibility to operate and maintain the stormwater management components. If the City does not accept the roadway, the owner of the property shall assume the responsibility to operate and maintain the stormwater management components until such time that the City accepts the roadway. The maintenance schedule shown in Table 1 shall be done in perpetuity.

- Inspections of the infiltration basin, culvert, flared end section and bio-retention cell as required in Table 1
- Maintenance of the infiltration basin, culvert, flared end section and bio-retention cell as required in Table 1

Table 1: Maintenance Schedule for Drainage Structures

Structure	Inspection	Maintenance
Infiltration Basin	Inspect after every storm event of 1 inch of rainfall in a 24 hour period for first 3 months after construction. Thereafter, twice a year (April / October)	Side slopes and bottom to be mowed twice during growing season and accumulated trash and debris removed (May & August). Sediment to be removed as necessary or when it reaches a depth of 6". Sediment removal should not take place until bottom of basin is dry. Deep tilling can be used to break up clogged surface areas.
Culvert & Flared End Section	Quarterly	Remove debris during inspection.
Bio-Retention Cell	Monthly	<ul style="list-style-type: none"> Inspect and Remove Trash and Repair Eroded Areas (Monthly) Re-mulch (Spring) (Annually) Remove Dead Vegetation (Fall or Spring) (Annually) Replace Dead Vegetation (Spring) (Annually) Prune (Spring or Fall) (Annually) Replace Entire Media and All Vegetation (Late Spring/Early Summer) (As needed)

Note: Provide inspection reports of basin after 1 inch rainfall events for the first 3 months to the Conservation Commission.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 8B – Certificate of Compliance

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

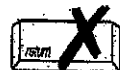
DEP File Number:

33-1261

Provided by DEP

A. Project Information

Important:
When filling out
forms on the
computer, use
only the tab key
to move your
cursor - do not
use the return
key.



1. This Certificate of Compliance is issued to:

Livingstone Development Corporation

Name

P.O. Box 50

Mailing Address

Tewksbury

City/Town

MA

State

01876

Zip Code

2. This Certificate of Compliance is issued for work regulated by a final Order of
Conditions issued to:

Livingstone Development Corporation

Name

July 25, 2008

Dated

33-1261

DEP File Number

3. The project site is located at:

South Pearson Street

Street Address

Haverhill

City/Town

Parcel ID: 732-779-7

Assessors Map/Plat Number

Parcel/Lot Number

the final Order of Condition was recorded at the Registry of Deeds for:

Property Owner (if different)

Southern Essex District

County

27999

Book

433

Page

Certificate

4. A site inspection was made in the presence of the applicant, or the applicant's agent,
on:

October 18, 2017

Date



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 8B – Certificate of Compliance

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

33-1261

Provided by DEP

B. Certification

Check all that apply:

- ☒ **Complete Certification:** It is hereby certified that the work regulated by the above-referenced Order of Conditions has been satisfactorily completed.
- ☐ **Partial Certification:** It is hereby certified that only the following portions of work regulated by the above-referenced Order of Conditions have been satisfactorily completed. The project areas or work subject to this partial certification that have been completed and are released from this Order are:
- _____
- _____
- ☐ **Invalid Order of Conditions:** It is hereby certified that the work regulated by the above-referenced Order of Conditions never commenced. The Order of Conditions has lapsed and is therefore no longer valid. No future work subject to regulation under the Wetlands Protection Act may commence without filing a new Notice of Intent and receiving a new Order of Conditions.
- ☒ **Ongoing Conditions:** The following conditions of the Order shall continue: (Include any conditions contained in the Final Order, such as maintenance or monitoring, that should continue for a longer period).

Condition Numbers:

See Attachment "A", "Ongoing Conditions", incorporated herein and made part of this Certificate of Compliance.

C. Authorization

Issued by:


Haverhill

Conservation Commission

October 26,
2017

This Certificate must be signed by a majority of the Conservation Commission and a copy sent to the applicant and appropriate DEP Regional Office (See <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>).

Signatures:


CWA Accordi
Madeline Morrissey
Tom Wyler
J. F. Fulkerson



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 8B – Certificate of Compliance

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

33-1261

Provided by DEP

D. Recording Confirmation

The applicant is responsible for ensuring that this Certificate of Compliance is recorded in the Registry of Deeds or the Land Court for the district in which the land is located.

Detach on dotted line and submit to the Conservation Commission.

To:

Haverhill

Conservation Commission

Please be advised that the Certificate of Compliance for the project at:

South Pearson Street – Parcel ID: 732-779-7

Project Location

33-1261

DEP File Number

Has been recorded at the Registry of Deeds of:

Southern Essex District

County

for:

Property Owner

and has been noted in the chain of title of the affected property on:

Date

Book

Page

If recorded land, the instrument number which identifies this transaction is:

If registered land, the document number which identifies this transaction is:

Document Number

Signature of Applicant



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 8B – Certificate of Compliance

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

33-1261

Provided by DEP

Attachment A: Ongoing Conditions

Certain conditions are ongoing and do not expire upon the completion of the project or the issuance of a Certificate of Compliance. These conditions shall remain in effect after the issuance of a Certificate of Compliance for the project and shall be referenced in the chain of title for the property. These conditions are:

1. The property owners shall ensure that at least one copy of all the plans and documents referenced in condition 1.1, this Order of Conditions, the subsequent Certificate of Compliance, all Modifications to the Order and their relevant revised plans and/or documents is maintained on site at all times. This information shall be made available for use by the owners in their implementation of the activities discussed within and by the HCC during any inspections that may be necessary.

GENERAL CONSTRUCTION Condition 1.1: Work on this project site shall be performed according to the following listed plans and documents. Should any conflicts be found to exist between these plans and documents and the conditions of this Order, the Haverhill Conservation Commission (HCC) shall be contacted for a clarification.

a) "Definitive Subdivision Plan Showing Lot 4A South Pearson Street" (5 Sheets), site plan prepared by The Neve-Morin Group, Inc. (447 Old Boston Road, Topsfield, MA 01983), dated revised July 11, 2008, and on file with the HCC (Room 210, City Hall, 4 Summer Street, Haverhill, MA 01830); and

*b) "Operation & Maintenance Plan, Lot 4A – South Pearson Street" (2 Pages), document prepared by The Neve-Morin Group, Inc., dated revised June 26, 2008, and on file with the HCC.

***See Pages 6 and 7 of this Certificate of Compliance**

From Modification 1, Condition 2. For the construction of the homes, work on this project site shall be performed according to the following listed plans on file with the HCC. Should any conflicts be found to exist between these plans and the conditions of this Order, the HCC shall be contacted for a clarification.

a. "Notice of Intent Modification Site Plan" (1 Sheet), site plan prepared by Christiansen & Sergi, Inc. (160 Summer Street, Haverhill, MA 01830), dated June 11, 2015; and

b. "Proposed Foundation Drain Easements" (1 Sheet), site plan prepared by Christiansen & Sergi, Inc., dated October 6, 2015.

2. The drainage systems shall be maintained and repaired as designed and as required in the Operation and Maintenance Plan prepared by The Neve-Morin Group, Inc., dated revised June 26, 2008, and referenced in condition 1.1. of this Order. Each component of the drainage systems shall be maintained in compliance with the intent of the maintenance criteria outlined in the Stormwater Technical Handbook, prepared by the Department of Environmental Protection and Office of Coastal Zone Management, for each respective Best Management Practice.

3. The applicant and/or property owner(s) shall maintain the roof runoff recharge system(s) in accordance with the intent of the maintenance criteria outlined in the Stormwater Technical Handbook, prepared by the Department of Environmental Protection and Office of Coastal Zone Management, to ensure their continued function(s).



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 8B – Certificate of Compliance

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

33-1261

Provided by DEP

Attachment A: Ongoing Conditions (continued)

4. The City of Haverhill reserves the right to schedule an annual inspection with the property owner(s) as part of the "Operation and Maintenance Plan" program to inspect any and all components of the proposed drainage systems for proper function and maintenance.
5. The Haverhill Conservation Commission reserves the right to enforce any and all restrictions and/or requirements established for this property within this Order of Conditions under the enforcement powers of the City's wetlands protection ordinance, Municipal Ordinance Chapter 253.
6. Plowed snow on the site shall be placed on pervious surfaces whenever possible to allow slow infiltration to occur. Should the amount of snow on site be excessive and be proposed for removal from site, then it shall be disposed of in accordance with the Department of Environmental Protection - Bureau of Resource Protection's "Snow Disposal Guidelines".
7. When de-icing is proposed, alternative compounds such as calcium chloride (CaCl_2) and calcium magnesium acetate (CMA) shall be considered for use.
8. Pesticides, herbicides, and fungicides shall not be used within 100' of any wetland resource area for the purpose of lawn maintenance.
9. Fertilizers utilized for landscaping and lawn care within this property shall be slow-release, low-nitrogen types and shall not be used within 30' of any wetland resource area.
10. Prior to the issuance of occupancy permits for the proposed house, the applicant shall plant vegetated buffer strips and install proposed post-and-rail style fence with signage to prevent possible encroachment into and protect the wetland resource area and associated Buffer Zones. The planting strips and fence shall be located along the 25'-No Disturbance Zone, as identified on Sheet 5 of the referenced site plan. The planting strip shall consist of evergreen trees/shrubs with a minimum height of 4'. Planting spacing shall be no greater than 10' for the species selected. The applicant shall attach to the fences, at intervals of 50' or less, signage identifying the areas beyond their bounds as protected resource areas. The fences, signage, and planting strips shall be maintained by the property owner(s) to ensure their continued functions. Should, at any time, these plantings be found to need replacement due to death, disease, or other circumstance, the owner(s) shall contact the HCC to determine an appropriate course of action to replace their functions.
11. All exterior lighting associated with this project shall be directed away from the wetland resource area.
12. There shall be no unprotected storage of deleterious or hazardous materials (such as auto parts, debris, oil drums, batteries, car washing fluid, etc.) allowed on this site.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 8B – Certificate of Compliance

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

33-1261

Provided by DEP

Attachment A: Ongoing Conditions (continued)

OPERATION & MAINTENANCE PLAN

Lot 4A - South Pearson Street
Haverhill, MA

January 16, 2008
Revised June 6, 2008
Revised June 26, 2008

City of Haverhill
DEP FILE
331261

**CONSERVATION
COMMISSION**

The success of the stormwater management plan depends on the proper implementation, operation, and maintenance of several management components. The following procedures shall be implemented to ensure success:

1. The contractor shall comply to the details of construction of the project as shown on the plans.
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THE MAINTENANCE PLAN

During Construction:

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Once construction is complete, the owner of the property shall request that the City accept the roadway and assume responsibility to operate and maintain the stormwater management components. If the City does not accept the roadway, the owner of the property shall assume the responsibility to operate and maintain the stormwater management components until such time that the City accepts the roadway. The maintenance schedule shown in Table 1 shall be done in perpetuity.

- Inspections of the infiltration basin, culvert, flared end section and bio-retention cell as required in Table 1
- Maintenance of the infiltration basin, culvert, flared end section and bio-retention cell as required in Table 1



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 8B – Certificate of Compliance

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

33-1261

Provided by DEP

Attachment A: Ongoing Conditions (continued)

Table 1: Maintenance Schedule for Drainage Structures

Structure	Inspection	Maintenance
Infiltration Basin	Inspect after every storm event of 1 inch of rainfall in a 24 hour period for first 3 months after construction. Thereafter, twice a year (April / October)	Side slopes and bottom to be mowed twice during growing season and accumulated trash and debris removed (May & August). Sediment to be removed as necessary or when it reaches a depth of 6". Sediment removal should not take place until bottom of basin is dry. Deep tilling can be used to break up clogged surface areas.
Culvert & Flared End Section	Quarterly	Remove debris during inspection.
Bio-Retention Cell	Monthly	<ul style="list-style-type: none">• Inspect and Remove Trash and Repair Eroded Areas (Monthly)• Re-mulch (Spring) (Annually)• Remove Dead Vegetation (Fall or Spring) (Annually)• Replace Dead Vegetation (Spring) (Annually)• Prune (Spring or Fall) (Annually)• Replace Entire Media and All Vegetation (Late Spring/Early Summer) (As needed)

Note: Provide inspection reports of basin after 1 inch rainfall events for the first 3 months to the Conservation Commission.



Haverhill

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

June 26, 2020

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

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

SUBJECT: Street Acceptance –South Pearson Street (portion of)

On May 13, 2020, the Haverhill Planning board voted to send a conditional favorable recommendation to the city council on the acceptance of the above referenced street as a public way. **The condition was to incorporate by reference all city department letters/comments.**

This roadway was part of a subdivision approved by the Haverhill Planning Board and was constructed in accordance with an approved definitive plan. Bonds were posted as surety that the improvements were constructed in accordance with the approved plan. By virtue of the fact that the bond has been reduced to a zero balance as recommended by the city engineer, and that all as-built plans have been reviewed and approved by the city engineer, and that the legal description of the roadway to be accepted has been approved by the City engineer, then as required by the state subdivision control law, the city council has been requested to accept the above street as a public way.

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

Recommendation: Accept the street as a public way.



street order

DOCUMENT 43-B

CITY OF HAVERHILL

In Municipal Council June 16 2020

10.1.1

ORDERED:

IT APPEARING that the common convenience and necessity require it,

It is hereby
That a portion of the following street herein described be accepted
as a
Public Way

South Pearson Street

A certain parcel of land located on the easterly side of South Pearson Street, Haverhill, Essex County, Massachusetts being shown as "South Pearson, for acceptance" on a plan entitled "Street Acceptance of South Pearson Street in Haverhill, Ma. by Christiansen & Sergi, A Division of The Morin-Cameron Group, Inc., dated March 5, 2019.

Beginning at the northwest corner at a stone bound with drill hole on the easterly side of the existing public portion of South Pearson Street.

Thence N 84°04'11" E a distance of 39.35' to a stone bound with drill hole;

Thence with a curve turning to the right with an arc length of 37.34', with a radius of 55.00', with a delta angle of 38°54'09", with a chord bearing of S 65°31'52" E, with a chord length of 36.63' to a point;

Thence with a compound curve turning to the right with an arc length of 168.39', with a radius of 50.00', with a delta angle of 192°57'40", with a chord bearing of S 50°24'18" W, with a chord length of 99.36' to a drill hole set with lead plug on the existing public portion of South Pearson Street;

Thence along the existing public portion of South Pearson Street N 73°18'36" E a distance of 10.60' to a point;

Thence along the existing public portion of South Pearson Street N 04°51'44" W a distance of 71.65' to a stone bound with drill hole and the point of beginning.

Meaning and intending to describe that parcel labelled as "South Pearson Street For Acceptance" on said plan, and on file at the Haverhill Engineering office as Plan 2B 3717, file #16314, and previously recorded at the Southern Essex District Registry of Deeds as Plan Book 472 Plan 28.

IN CITY COUNCIL: June 16 2020
POSTPONED TO JUNE 30 2020
Attest: _____ City Clerk

2020
June 16
For Hearing

JAMES J. FIORENTINI
MAYOR



confirming

**CITY OF HAVERHILL
MASSACHUSETTS**

(11, 11)

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

July 10, 2020

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

RE: Louise Bevilacqua – Board of Appeals

Dear Madame President and Members of the Haverhill City Council:

I hereby appoint Louise Bevilacqua, 84 Winona Avenue, Haverhill, currently an Associate Member to be a Member of the Haverhill Board of Appeals. She will fill the unexpired term of Michael Soraghan who has submitted his resignation from this board.

This is a confirming appointment and I recommend your approval. This appointment takes effect immediately and expires on December 31, 2021.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

cc: William Pillsbury, Director of Economic Development, City of Haverhill
Louise Bevilacqua

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

11, 1, 2)
CITY HALL, ROOM 100
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July 10, 2020

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

RE: Daniel Speers and Ron Peacetree – Haverhill Historic Commission

Dear Madame President and Members of the Haverhill City Council:

I hereby appoint to the Haverhill Historic Commission the following members:

Daniel Speers, 104 Jericho Road, Haverhill, whose term will end on July 31, 2021.

Ronald Peacetree, 160 Webster Street, Haverhill, whose term will end on July 31, 2022.

These are confirming appointments which will take effect upon confirmation and I recommend your approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

cc: Andrew Herlihy



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

11,2,1
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July 10, 2020

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

RE: Task Force on Diversity and Inclusion

Dear Madame President and Members of the Haverhill City Council:

At the last City Council meeting, I established a Task Force on Diversity and Inclusion and appointed Reverend Kenneth Young as the Chairperson of the Committee. I indicated we would have more appointments at a later date. I now appoint to this Task Force the following members:

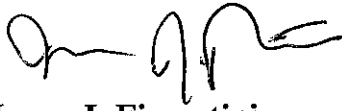
- Nomsa Ncube, 67 Washington Street, #102-P, Haverhill - admin@zimnetradio.co - (978) 360-7277
- Lynda Brown, 26 Windsor Street, Haverhill - lynda.m.brown@comcast.net - (978) 914-3793
- Jesus Ruiz, 13 High Street, Apt. # 301, Haverhill - jesusruizz4601@gmail.com - (978) 332-2470
- Kat Everett, 41 South Central Street, Haverhill - kateverett@poseinc.org - (978) 457-3676
- Rev. Mark Rivera, 278 Groveland Street, Haverhill - pastormark@riversidehaverhill.org - 978-241-2066
- Noemi Custodia-Lora, Ph.D. V. P. of Lawrence Campus & Community Relations - Northern Essex Community College - ncustodialora@necc.mass.edu - (978) 914-4602
- Roxanna Patroni, 505 West Lowell Avenue, Apt. 4210, Haverhill - rvmatroni@suffolk.edu
- Kathy Rurak, 701 East Broadway, Haverhill - jarandkas@comcast.net - (978) 407-2945
- Ismael Mattias, 253 Farrwood Drive, Haverhill - matias621@aol.com - (978) 914-4216
- Gina Faustin, 36 Brookdale Lane, Haverhill - faustingina@gmail.com
- Police Chief Alan Denaro, ex officio or designee - adenaro@haverhillpolice.com

I am asking this task force to issue a report by Labor Day, September 7, 2020, and make recommendations on two matters:

1. The recommendations on the police use of force policies and whether or not there are any recommended changes to those policies;
2. Specific recommendations on what steps we can take to diversify our work force and the makeup of city boards and commissions.

These are non-confirming appointments.

Very truly yours,

A handwritten signature in black ink, appearing to read 'James J. Fiorentini', with a stylized flourish at the end.

James J. Fiorentini
Mayor

JJF/lyf

APPLICATION FOR HANDICAP PARKING SIGN

*NEW X
*RENEWAL _____

12/1/11

DATE OF REQUEST _____ DATE OF APPROVAL _____

NAME: Jeffrey Sterling

ADDRESS: 38 Hancock St. 01832

TELEPHONE #: 978-476-0189 - 978-994-9025 CELL

VEHICLE TYPE: 2002 Ford ESCAPE 4 DOOR

PLATE #: 1 KCN 33

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

If yes, why is there a need for a handicap parking sign? DUE TO BACK PROBLEMS AND SHORTNESS OF BREATH MY LEGS GET WEAK

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

If yes, location? _____

x Jeffrey E. Sterling
Applicant Signature

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

✓ Approve _____ Denied

Reason for denial

Alan R. P. P.
Chief of Police Signature

____ Approve _____ Denied

Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

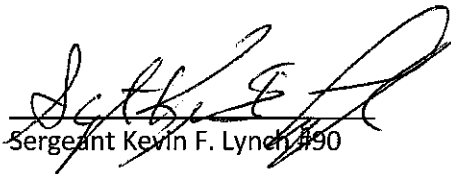
Attn: Officer Jason Pearl

To: Chief DeNaro
From: Sergeant Kevin F. Lynch
Date: July 08, 2020
RE: Handicap parking sign application

Dear Sir,

I have spoken with applicant, Mr. Jeffrey Sterling, in regards to an application/request for a handicap sign in front of 38 Hancock St.. He is requesting the signs for himself as he does not have access to utilize the driveway, and has breathing difficulties that prevent him from walking distances. Mr. Sterling is requesting the sign be installed close to the driveway as to minimize the disruption to other parking spaces on the street. At this time all the requirements have been met and I would recommend that a signs be placed at that these locations.

Respectfully,



Sergeant Kevin F. Lynch #90

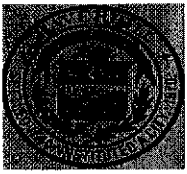
38 Hancock Street

Hancock St

Hancock St

Hancock St

ock St



Document

1311

CITY OF HAVERHILL

In Municipal Council

Ordered:

That the sum of \$76,000 be appropriated from the Sale of non-Tax Title land account and transferred to the following Capital Account:

Police Station Canopy \$76,000

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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July 10, 2020


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

RE: Transfer Order for \$76,000.00 Relative to Police Station Canopy

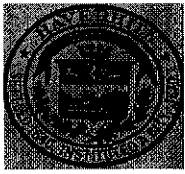
Dear Madame President and Members of the Haverhill City Council:

Please find attached an order to transfer \$76,000.00 from Non-Tax Title Land Account to Capital Account to purchase the Police Station canopy. I recommend approval.

Respectfully submitted,


James J. Fiorentini
Mayor

JJF/lyf



Document
CITY OF HAVERHILL

In Municipal Council

13.2

Ordered:

That the sum of **\$1,057,205** be transferred to/from the following accounts as stated below to close out FY2020:

FROM:			TO:	
23,700	Constituent Services Salary		5,400	Mayor Salary
12,000	Treasurer Expense		600	Mayor Expense
1,000	Legal Expense		3,100	Constituent Services Expense
44,205	Highway Salary		6,200	Assessing Salary
19,200	Refuse Collection Expense		5,900	Human Resources Expense
12,700	Veterans Expense		2,500	Other Education Funding
650,000	Budget Reserve		12,000	Treasurer Salary
57,000	Snow & Ice Salary		1,000	Legal Salary
23,500	Liability Insurance Premiums		22,955	Highway Expense
54,400	Parking Expense		11,350	Vehicle Maintenance Salary
159,500	Essex North Shore Agriculture		9,900	Parks Salary
			19,200	Refuse Collection Salary
			7,500	Veterans Salary
			5,200	Citizen Ctr Expense
			650,000	Snow & Ice Expense
			57,000	Snow & Ice Expense
			237,400	Street & Outdoor Lighting
1,057,205			1,057,205	

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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July 9, 2020

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

RE: 2020 Year End Budget Transfers

Dear Madame President and Members of the Haverhill City Council:

Attached, please find an order that the sum of \$1,057,205.00 be transferred to/from the following accounts as stated on the attached order to close out FY2020.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



Haverhill

Office of the City Auditor, Room 106
Phone: 978-374-2306 Fax: 978-373-8476
cbenevento@cityofhaverhill.com

MEMO

TO: James Fiorentini, Mayor
FROM: Charles Benevento
SUBJECT: Year End Budget Transfers
DATE: July 9, 2020
CC:

As you are aware current law, Chapter 44 Section 31 'Liabilities in excess of appropriations' does not allow department to overspend their appropriations and as in years past we have worked with departments to manage the city appropriation in total and are presenting the attached 'year-end' transfers to balance all accounts.

Therefore, in accordance with Chapter 44 Section 33B 'Transfer of appropriations' 'the city council may, by majority vote, on recommendation of the mayor, transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year, to apply to the previous fiscal year,'

We must complete the attached transfers order by July 15 to comply.

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

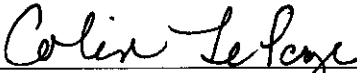
July 10, 2020

TO: Members of the City Council:

Council President Barrett, Councillors LePage, Michitson, Jordan, McGonagle, and Macek request Mayor Fiorentini submit an Order for an appropriation of \$1,023,722.00 in the operational budget for FY2021, for the purpose of acquiring two new fire trucks which are deemed necessary by the Council, but are not included in the annual budget as presented. This request is being made under the Power of Council, *as provided in M.G.L., Chapter 44, Section 33. Power of council to add to appropriation; conditions; limitations.*



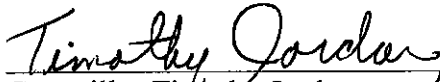
Council President Melinda Barrett



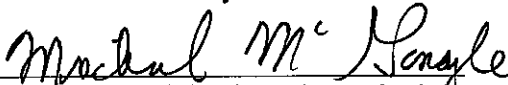
Council Vice President Colin LePage



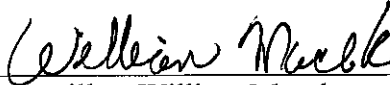
Councillor John Michitson



Councillor Timothy Jordan



Councillor Michael McGonagle



Councillor William Macek

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

Backup Letter

CITY HALL, ROOM 204

4 SUMMER STREET

TELEPHONE: 978 374-2328

FACSIMILE: 978 374-2329

www.cityofhaverhill.com

citycncl@cityofhaverhill.com

July 10, 2020

TO: Mayor James Fiorentini

RE: **Additional Fire Truck**

Dear Mayor Fiorentini:

City Council members LePage, Michitson, Jordan, McGonagle, Macek and I, strongly feel that the two 33-year-old Hahn's fire trucks currently used in the village stations desperately need to be replaced. The Hahn's open seating even modified by a bar, is a mortal danger to those fire-fighters having to use them according to NFPA standards. NFPA considers any open cab vehicles obsolete. The 33-year-old trucks far exceed any life span recommended by the Matrix report or Fire Chief Parow's plan.

The new equipment will be used as front line equipment and allow for the downward rotation called for in Chief Parow's plan. This would mean safe equipment in all our stations. It would also ensure the full ability of our Fire Department to respond in a timely manner to all sections of our community.

"For the welfare and safety of the citizens of Haverhill, at least two-thirds of the members of the City Council have deemed it necessary to request the mayor to transmit to the City Council, no later than seven days from the date of this request, a written recommendation for an appropriation in the amount of (\$1,023,722.00), which was not included in the annual budget, for the purpose of purchasing two new fire trucks."

Sincerely yours,

Melinda E. Barrett, President
Haverhill City Council

MEB/bsa

C: Allison Heartquist, Chief of Staff
City Councillors

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)
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citycncl@cityofhaverhill.com

July 8, 2020

TO: President and Members of the City Council:

Councillor Colin LePage requests a discussion on the oversight and enforcement of terms and conditions of city negotiated contracts with private parties, including, but not limited to the Haverhill Heights project.


City Councillor Colin LePage *bsm*

PURCHASE AND SALE AGREEMENT

between

CITY OF HAVERHILL

Seller

and

192 MERRIMACK STREET, LLC

Buyer

Dated as of: June 4, 2017

This Purchase and Sale Agreement (this "Agreement"), by and between the City of Haverhill, a municipal corporation having an address at City Hall, Municipal Building, Haverhill, Massachusetts 01830 ("Seller"), acting by and through its City Council and Mayor, and 192 Merrimack Street, LLC, a Massachusetts limited liability corporation, having an address at 290 Merrimack Street, Lawrence, Massachusetts 01842 - Attention: Salvatore N. Lupoli ("Buyer").

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **Purchase and Sale.** Seller hereby agrees to sell, assign, transfer and convey to Buyer and Buyer hereby agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, fee simple title to the parcel of land more particularly described in Exhibit A attached hereto (the "Land"), together with all improvements now or hereafter existing thereon, together with all of Seller's right, title and interest in and to any streets, ways or alleys abutting or adjoining thereon, any strips, gores, trees, shrubs, plants, fixtures, easements, hereditaments and appurtenances in or affecting the Land, any water courses or water bodies abutting the Land and mineral rights in and to the Land (collectively, the "Property").

2. **Conveyance: Title.** The Property is to be conveyed by a good and sufficient Massachusetts Quitclaim Deed (the "Deed") running to Buyer or a nominee owned or controlled by Buyer. Buyer shall accept title to the Property subject only to the following (the "Permitted Encumbrances"):

(a) Provisions of existing laws, regulations, restrictions, requirements, ordinances, resolutions and orders (including, without limitation, any relating to building, zoning and

5065

environmental protection) as to the use, occupancy, subdivision or improvement of the Property;

(b) Any liens for municipal betterments assessed on the Property by the City of Haverhill after the date hereof;

(c) Easements, liens, restrictions, encumbrances, encroachments, agreements and other matters of record as of the date hereof, if any, affecting the Property or any part thereof, provided the same do not materially adversely affect the use of the Property as proposed in the Development Agreement to be entered into between Buyer and Seller, as it may be amended (the "Development Agreement"), and which is attached hereto as Exhibit B;

(d) The state of facts (including encroachments and projections onto adjoining streets) that a current accurate survey would show as of the Time of Closing (as hereinafter defined), provided that such state of facts does not materially adversely affect Buyer's ability to use the Property as proposed in the Development Agreement;

(e) Any state of facts that a personal inspection of the Property might disclose;

(f) Any lien or encumbrance encumbering the Property as to which Seller shall deliver to Buyer, or to Buyer's title company at or prior to the Time of Closing, evidence that payment has or will be made sufficient at the time of the Closing to satisfy the obligations secured by such lien or encumbrance (in the case of liens or encumbrances, if any, which secure the payment of money) or proper instruments, in recordable form, which upon recordation at the time of the Closing will cancel such lien or encumbrance, together with any other instruments necessary thereto and the cost of recording and canceling the same; and

(g) The Development Agreement.

3. ANR Plan. Seller has prepared a surveyed plan of the Land, at its own expense, which has been endorsed by the Planning Board pursuant to G.L. c. 41, s. 81P (the "ANR Plan"). The Deed shall refer to the ANR Plan which shall be recorded at the Essex South Registry of Deeds prior to the Closing, at Buyer's expense.

4. Purchase Price. The agreed purchase price for the Property (the "Purchase Price") is Seven Hundred One Thousand Dollars (\$701,000.00), paid as follows:

(a) \$25,000.00 to be paid by Buyer as the first deposit (the "First Deposit") as of the date of the execution of this Agreement. The First Deposit shall be non-refundable except on default by Seller under the terms of this Agreement or as otherwise described in Paragraphs 8(a) and 13(a). hereof. If the Permit Contingency is not satisfied, such failure shall not be a default by Seller hereunder.

(b) Within thirty (30) days of the issuance of the building permit, the Buyer shall make an additional payment of \$112,666.67 (the "Second Deposit") to the Seller for Seller's use to pay Buyer's second obligation on the indebtedness used to purchase the Property. In no event shall the second deposit be made later than 1 year from the date of the first deposit.

(c) Within one year of the payment of the Second Deposit, the Buyer shall make an additional payment of \$112,666.67 (the "Third Deposit") to the Seller for Seller's use to pay Buyer's third obligation on the indebtedness used to purchase the Property.

(d) Within one year of the payment of the Third Deposit, the Buyer shall make an additional payment of \$112,666.67 (the "Fourth Deposit") to the Seller for Seller's use to pay Buyer's fourth third obligation on the indebtedness used to purchase the Property.

(e) Within one year of the payment of the Fourth Deposit, the Buyer shall make an additional payment of \$112,666.67 (the "Fifth Deposit") to the Seller for Seller's use to pay Buyer's fifth obligation on the indebtedness used to purchase the Property.

(f) Within one year of the payment of the Fifth Deposit, the Buyer shall make an additional payment of \$112,666.67 (the "Sixth Deposit") to the Seller for Seller's use to pay Buyer's sixth obligation on the indebtedness used to purchase the Property.

(g) Within one year of the payment of the Sixth Deposit, the Buyer shall make an additional payment of \$112,666.67 (the "Seventh Deposit") to the Seller for Seller's use to pay Buyer's seventh obligation on the indebtedness used to purchase the Property.

(h) Any and all such Deposits made pursuant to the above shall be credited against the purchase price at the Closing. All such Deposits shall be non-refundable except as and if otherwise set forth in this Agreement.

(i) In addition at the time of delivery and recording of the Deed, adjustments as provided in Section 14 hereof shall be made. All funds shall be transferred by wire transfer in accordance with wiring instructions provided by Seller at or prior to the Time of Closing or by bank checks drawn on a Massachusetts banking institution, provided Seller has fulfilled all of its obligations hereunder. Acceptance of the deed by Buyer shall mean that Seller has fulfilled all its obligations hereunder and that there shall be no reduction or other diminution of the Purchase Price, except as provided in Section 14 hereof.

5. Time of Closing. The Deed is to be delivered within ten days of the expiration of the appeal period (the "Time of Closing") for the Gateway Renaissance Overlay District Plan Approval from the City Planning Board and the Order of Conditions from the City Conservation Commission (together, the "Permits"), whichever occurs later. The Closing shall take place at City Hall, unless otherwise agreed upon in writing. The time at which the deed is delivered, as

the same may be extended pursuant to the provisions of this Agreement, is referred to herein as the "Closing." It is agreed that time is of the essence of this Agreement.

If, at the Time of Closing, the Buyer has not obtained all other federal, state, and local permits required to construct the Project (as defined in the Development Agreement)(the "Other Permits") the Closing shall take place within ten (10) days after the expiration of the last appeal period with respect to the Other Permits, provided that no appeal has been filed with respect to any Other Permit. If any such appeal is filed, the Time of Closing shall be extended to ten days following the last appeal period, or, in the event of an appeal, ten days after such appeal is resolved in a manner satisfactory to Buyer. The Buyer shall be obligated to diligently contest or prosecute all such appeals and further agrees to request that the appeal be transferred or placed, as the case may be, into the Land Court's Permitting Division pursuant to Section 16 of Chapter 205 of the Acts of 2006. In addition, Buyer will request the "Track" that will result in the earliest trial date.

It shall be a condition of the Closing that the Permits allow the construction of the Project without any additional requirements or conditions imposing a substantial economic burden on the Buyer so as to significantly and adversely affect the economic feasibility of the Project as described in the Development Agreement ("Permit Contingency"). If the Buyer alleges that the economic feasibility of the Project has been adversely impacted by additional requirements and conditions of the Permits, Buyer shall provide such information as the Seller may reasonably require to demonstrate such adverse economic impact. If it becomes apparent to Buyer, prior to the Time of Closing, as extended as described above and after providing such information to the City that the Permit Contingency will not be satisfied then, after satisfying the requirements of the immediately preceding sentences the Buyer may terminate this Agreement by written notice to the Seller and all obligations of the parties hereunder shall cease and there shall be no further recourse hereunder and the Deposit hereunder shall forthwith be returned to Buyer.

6. Seller's Closing Documents. In addition to the Deed and the Development Agreement, Seller shall deliver to Buyer or its nominee at the Time of Closing, as a condition of Buyer's obligations under this Agreement, the following documents, duly executed and acknowledged as provided therein, where necessary:

(a) such customary affidavits as Buyer's title insurance company may reasonably require in order to issue so-called owner's and lender's title insurance policies insuring Buyer's title to the Property subject to the matters set forth herein or in the Development Agreement; and

(b) if requested by the Buyer's title insurance company, an opinion of City Solicitor, addressed to the title insurance company and in form and substance acceptable to the title insurance company, opining on the due authorization of the Seller to dispose of the Property and the compliance of the Seller with applicable statutes in connection with the disposition of the Property and the execution and delivery of the Deed.

6A. Payment of Recording Costs and Professionals.

(a) Buyer shall pay for the recording of the Deed (not including real estate transfer taxes), any mortgages and any other instruments to be recorded.

(b) Buyer and Seller shall each pay its own attorneys' fees, except as otherwise set forth herein.

7. Condition of Property. Except as otherwise set forth herein, Buyer agrees to accept the Property "as is" in its present condition on the date hereof and further agrees that Seller shall not be liable for any latent or patent defects in the Property.

Buyer will allow Seller to pay from the amount of the Deposit made prior to or upon the Closing as much thereof as may be necessary to satisfy any lien or encumbrance which Seller is obligated or elects to pay or to cure hereunder and will provide Seller at the Time of Closing with separate certified and/or official bank checks or effect such additional wire transfers, payable as directed by Seller for such purpose.

8. Title to the Property.

(a) Buyer shall order from a national title insurance company licensed to do business in the Commonwealth of Massachusetts or an agent of such company (the "Title Insurer") a title insurance report and commitment for an owner's title insurance policy (the "Commitment") and on or before sixty (60) days from the date hereof, shall furnish to Seller (i) a copy of the Commitment, and (ii) a written statement specifically identifying any liens or encumbrances affecting, or other defects in or objections to title to the Property other than the Permitted Encumbrances, together with Buyer's reasons for objecting to the same. Except as expressly provided in this Agreement, Seller shall have no obligation to remove any exception to title. If exceptions to title appear on the Commitment which Seller is not obligated to remove as provided in Section 8(b) below, and which are not Permitted Encumbrances, and if Seller is unable to or elects not to eliminate such exceptions to title and, accordingly, is unable to convey title to the Property in accordance with the provisions of this Agreement, Seller shall so notify Buyer and Buyer, within ten (10) days thereafter, shall either (x) elect to terminate this Agreement by notice given to Seller upon which the Deposit paid hereunder by Buyer shall forthwith be refunded to Buyer and all obligations of the parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto, or (y) elect to accept title to the Property subject to such exceptions, without any abatement of the Purchase Price and without any liability on the part of Seller, in which case Seller shall convey at the Time of Closing such title to the Property without any abatement of the Purchase Price. If Buyer shall not make such election within such (10) day period, Buyer shall be deemed to have elected clause (y) above with the same force and effect as if Buyer had elected clause (y) within such ten (10) day period.

(b) If the Commitment discloses exceptions (other than the Permitted Encumbrances) which (i) may be removed solely by delivery of an affidavit, reasonably requested by the Title Insurer, which affidavit can be delivered by Seller and which can be removed by the title insurer or (ii) Seller willfully placed of record subsequent to the date hereof, or (iii) may be removed or satisfied by the payment of a liquidated sum of money not in excess of Twenty Five Thousand Dollars (\$25,000.00) in the aggregate, then Seller shall make reasonable efforts to remove such exceptions. Seller shall be entitled to one or more adjournments of the Time of Closing to remove such exceptions. Notwithstanding the foregoing, Seller, at its option in lieu of satisfying such liens or encumbrances, may deposit with the Title Insurer such amount of money as may be determined by the Title Insurer as being sufficient to induce it to insure Buyer against collection of such liens and/or encumbrances, including interest and penalties, out of or against the Property (and to omit such exceptions from any mortgagee policy in favor of Buyer's lender and Owner's policy in favor of Buyer), in which event such liens and encumbrances shall not be objections to title.

(c) The premium for Buyer's title insurance policy, to be issued by the Title Insurer, shall be paid by Buyer.

9. Acceptance of the Deed. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of the Seller herein contained or expressed, except for those provisions of this Agreement which expressly provide that any obligation of Seller shall survive the Time of Closing.

10. Representations and Warranties.

(a) Seller represents, covenants and warrants to and agrees with Buyer, as of the date of this Agreement and as of the Time of Closing, as follows:

(1) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder (1) have been duly authorized by all necessary municipal actions and (2) will not conflict with, or result in a breach of, any of the terms, covenants and provisions, any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Seller is a party or by which Seller is otherwise bound. Each person executing this Agreement has the authority to do so on behalf of the Seller;

(2) Seller has received no written notice, and is not otherwise aware that all or any part of the Property is in violation of any zoning, subdivision, building, health, traffic, environmental, flood control or other applicable rules, regulations, ordinances or statutes of any local, state or federal authorities or any other governmental entity having jurisdiction over the Property;

(3) Seller has not received written notice and is not otherwise aware of any condemnation or eminent domain proceeding pending or threatened against all or any part of the Property nor is the City of Haverhill planning or contemplating any such proceeding;

(4) Seller is not aware of any agreements or contracts affecting all or any part of the Property or the use thereof to which Seller or any predecessor in interest is a party which would be binding upon or otherwise affect the Buyer or its nominee that would not be terminable at will by Buyer without penalty from and after the Time of Closing;

(5) Seller is not aware of any suits, actions or proceedings pending or threatened with respect to all or any part of the Property, this Agreement, or Seller's proposed actions herein;

(6) Seller has not received any notice from any insurance carrier concerning any defects or inadequacies in the Property which, if not corrected, would result in the termination of insurance coverage or increase the cost thereof; and

(7) Seller has not granted to any person other than Buyer, a right of first refusal, option to purchase or other right to purchase all or any part of the Property, and no other party who submitted a proposal in response to the Seller's Request for Proposals has threatened or filed suit with regard to Seller's acceptance of the Buyer's proposal or Seller's rejection of such other parties' proposals.

(b) Buyer represents, covenants and warrants to and agrees with Seller, as of the date hereof, as follows:

(1) Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(2) Buyer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder (i) have been duly authorized by all necessary corporate acts of Buyer and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the Operating Agreement, Articles of Organization or ByLaws of Buyer, or, to the best of Buyer's knowledge, of any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which it is bound; and

(3) Buyer has the financial resources adequate to fully perform its obligations under this Agreement and the Development Agreement.

(c) The representations and warranties of Seller set forth in Section 10(a) above are subject to the following express limitations:

(1) all of the representations and warranties of Seller contained in this Agreement are made to Seller's actual knowledge and without any obligation on the part of Seller to make any inquiry or investigation beyond such actual knowledge; and

(2) whenever the knowledge of Seller is required hereunder, the parties intend that such knowledge will include and be limited to the actual knowledge of the members of the City Council of the City of Haverhill, and City Solicitor.

(d) The representations and warranties of Seller contained in Section 10(a) will survive the Time of Closing, provided, that any claim based upon any alleged breach thereof must be asserted in writing, and action then commenced in a court of competent jurisdiction, within one (1) year after the Time of Closing.

(e) All of the representations, warranties and agreements of Buyer set forth in this Agreement will survive the Closing, provided, that any claim based upon any alleged breach thereof must be asserted in writing, and action then commenced in a court of competent jurisdiction, within one (1) year after the Time of Closing.

(f) Buyer further represents, warrants and agrees that:

(1) Subject to Section 18 hereof, Buyer has examined the Property and is familiar with the general surface physical condition thereof and has conducted such investigation of the conditions of the Property as Buyer has considered appropriate;

(2) Except as specifically contained herein, neither Seller nor any of the employees, agents or attorneys of Seller have made any verbal or written representations, warranties, promises or guaranties whatsoever to Buyer, whether express or implied, and, in particular, that no such representations, warranties, promises or guaranties have been made with respect to the physical condition or operation of Property, the zoning and other laws, regulations and rules applicable to the Property or the compliance of the Property therewith, the use or occupancy of the Property or any part thereof or any other matter or thing affecting or related to the Property or the transactions contemplated hereby; and

(3) Except for those contained herein, Buyer has not relied upon any such representations, warranties, promises or guaranties or upon any statements made in any written materials provided by Seller with respect to the Property and has entered into this Agreement after having made and relied solely on its own

independent investigation, inspection, analysis, appraisal, examination and evaluation of the facts and circumstances.

(4) Buyer shall apply for the Plan Approval within ninety (90) days of the date of this Agreement and shall diligently pursue such application. The application for the building permit shall describe and request approval for the Improvements (as described in the Development Agreement).

11. Operation of the Property. Seller shall not be obligated to take any action with respect to physical condition of the Property and the maintenance thereof prior to the closing other than to maintain the Property in its "as is" condition, reasonable wear and tear excepted, and as otherwise set forth herein.

12. Use of Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, in accordance with Section 8 hereof, at the Time of Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests which Seller is obligated or elects to clear hereunder, provided that provision reasonably satisfactory to Buyer's and Buyer's lender's attorneys and the Title Insurer is made at the Time of Closing for prompt recording of all instruments so procured.

13. Risk of Loss: Insurance.

(a) If, prior to the Time of Closing, all or any significant portion (as defined in this Section 13(a)) of the Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact and Buyer shall have the right to terminate this Agreement by giving notice to the Seller not later than twenty (20) days after the giving of Seller's notice. For the purposes hereof, a "significant portion" of the Property shall mean such a portion of the Property as shall have a material adverse impact, as reasonably determined by the Buyer, on either the cost of the Project (as defined in the Development Agreement) or on the design of such Project. If Buyer elects not to terminate this Agreement as aforesaid, or if an "insignificant portion" (i.e., anything other than a significant portion) of the Property is taken by eminent domain (or becomes the subject of a pending taking), there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Time of Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Property or such portion thereof. If Buyer elects to terminate this Agreement pursuant to the provisions of this subsection (a), then the Deposit shall be returned to Buyer, all obligations of the parties hereto shall cease and there shall be no further recourse hereunder.

(b) If there is damage to or destruction of the Property by fire or other casualty, Buyer shall still be obligated to purchase the Property, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Time of Closing the rights of Seller to the proceeds, if any, under Seller's insurance policies covering the

Property with respect to such damage or destruction, and Buyer shall be entitled to receive and keep any monies received from such insurance policies. If received by Seller prior to the Time of Closing, Seller shall pay such proceeds to Buyer at the Time of Closing.

(c) Until the Time of Closing, Seller will maintain in full force and effect the existing policies of insurance relating to the Property and provide evidence thereof to Buyer at its written request.

14. Adjustments. Real estate taxes calculated pursuant to M. G. L. Chapter 44, Section 63A shall be apportioned as of the Time of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price.

15. Broker; Indemnity. Seller and Buyer each represent and warrant to the other that it has dealt with no real estate broker or other person who would be entitled to be paid a commission by reason of the procurement of this Agreement or the transaction -which is the subject matter hereof and each agrees to indemnify and hold the other harmless from and against any loss, cost, damage or expense arising out of any breach by the indemnifying party of the foregoing representation and warranty. The provisions of this Section 15 shall survive the Time of Closing and any termination of this Agreement.

16. Deposits.

(a) The Deposit as described in Paragraph 4(i) hereof shall be held by the Seller's attorney (City Solicitor) and deposited forthwith in one or more interest-bearing (date of deposit to date of withdrawal), money-market account(s) at one or more banking association(s) satisfactory to Seller and Buyer, as earnest money for the proper performance of this Agreement on the part of Buyer subject to the terms of this Agreement and shall be duly accounted for at the Time of Closing. Accrued and earned interest on the Deposit shall be paid to whichever of Buyer or Seller is entitled to receive the Deposit pursuant to the terms hereof. If paid to Seller, such interest shall be credited against the Purchase Price. All payments made on account of the Deposit after such approval shall be made directly to the Seller and shall not be held in escrow.

(b) With respect to any amount placed in escrow pursuant to this Agreement, the Seller's attorney shall not be liable for any action or nonaction taken in good faith in connection with the performance of his/her duties hereunder, but shall be liable only for his/her own willful default or misconduct. Notwithstanding anything contained in this Agreement to the contrary with respect to the obligations of the Seller's attorney, should any dispute arise with respect to the delivery and/or ownership or right to possession of such amount, the Seller's attorney shall have no liability to any party hereto for retaining dominion and control over such amount until such dispute shall have been settled.

(i) by mutual agreement between the parties, or (ii) by final order, decree or judgment by a court of competent jurisdiction in the Commonwealth of Massachusetts (and no such order, decree or judgment shall be deemed to be "final" unless and until the time of appeal has expired and no appeal has been perfected); and the Seller's attorney shall make payment of such amount as the parties may have mutually agreed or in accordance with such final order, decree or judgment.

17. Remedies. If Buyer shall fail to fulfill Buyer's obligations hereunder or under the Development Agreement, Seller may elect to terminate this Agreement and the Development Agreement, and if Seller makes such election then fifteen (15) days after written notice to Buyer of Seller's intention to exercise its rights hereunder, the Deposit, together with any and all interest thereon, shall be due and payable to Seller as full and complete liquidated damages and not as a penalty, and shall be Seller's sole remedy at law or in equity, and upon receipt of the full amount thereof all rights and obligations of Seller and Buyer hereunder shall terminate without recourse to either party; provided, however, that Buyer may use said fifteen day period to fulfill its obligations hereunder. In the event that the full amount of the Deposit is not received by Seller as described above and Buyer fails to perform its obligations hereunder, Seller may pursue any actions or remedies available to it pursuant to the terms hereof or of the Development Agreement.

18. Inspections.

(a) From and after the date of this Agreement and upon reasonable notice and at reasonable times, Seller shall afford to the officers, employees, attorneys, accountants, engineers, surveyors, architects, landscape architects, consultants and other authorized representatives of Buyer reasonable access in order that Buyer may have full, opportunity to inspect, take measurements, conduct surveys, perform tests including soil and water tests, show the Property to contractors, architects, surveyors, engineers, insurers, banks and other lenders or investors, and to make legal, financial, engineering, accounting and other reviews or investigations of the Property.

(b) The Buyer agrees to indemnify, defend (with counsel of Buyer's selection but subject to approval of the Seller, which shall not be unreasonably withheld), and save harmless the Seller from and against any claims, costs and liabilities arising directly or indirectly out of the exercise of Buyer's rights under this Section 18.

19. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail or by nationally recognized overnight courier, addressed in the case of Seller and Buyer to the respective address for each set forth above or in case of either party to such other address as shall be designated by written notice given to the other party in accordance with the provisions of this Section 19. Any such notice shall be deemed given when so delivered by hand or if so mailed, when deposited with the U.S. Postal Service. Copies of all notices to Seller shall simultaneously be sent to:

Mayor James Fiorentini
City Hall
Haverhill, MA 01830

William Cox
City Solicitor
City Hall
Haverhill, MA 01830

and all notices to Buyer shall simultaneously be sent to:

192 Merrimack Street, LLC
290 Merrimack Street
Lawrence, MA 01842

Alan Lampert, Esq.
Lampert, Hausler & Rodman, P.C.
10 North Road
Chelmsford, MA 01824

20. Miscellaneous.

- (a) This Agreement, executed as of the date first above written, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer.
- (b) Buyer may not assign its rights and obligations hereunder, in whole or in part, other than to an affiliated single purpose limited liability company owned and controlled by Buyer or its current members, without the prior written consent of Seller. Any assignment without such prior written consent shall be deemed null and void. Subject to and without limiting the preceding two sentences, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (c) This Agreement and the Exhibits referred to herein, which are hereby made a part hereof, constitute the entire agreement between the parties hereto with respect to the Property and no verbal statements made by anyone with regard to the transaction which is the subject of this Agreement shall be construed as a part hereof unless the same be incorporated herein by writing.
- (d) This Agreement may be executed in any number of identical counterparts and, if so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall collectively constitute an agreement, but in making proof of this

Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(e) The parties agree to execute any and all additional instruments and documents as may be reasonably required in order fully to effectuate the terms of this Agreement.

(f) Buyer and Seller each acknowledge that the persons executing this Agreement are doing so in a representative or fiduciary capacity, that only the principal represented shall be bound by the terms hereof and that none of the persons executing this Agreement shall be personally liable for any obligation, express or implied hereunder. Buyer also acknowledges that none of the members of the City Council of the City of Haverhill, nor any employee, consultant or council member (collectively, the "Released Parties") shall be liable for any representation, warranty, covenant or obligation, express or implied hereunder and Buyer hereby releases the Released Parties and their representatives from any and all claims arising from or related to the subject matter of this Agreement.

(g) Prior to the Closing, Seller shall not remove any vegetation or items of Personal Property from the Property, other than in connection with normal maintenance and repair of the Property.

(h) Any provision contained herein that would require, or is conditioned upon the expenditure of funds by the Seller is contingent upon the appropriation of those funds by Seller.

(i) The recording by Buyer of this Agreement, or of any notice hereof, or of the Development Agreement prior to the Closing, or of any notice thereof shall have the effect of automatically terminating all rights of Buyer hereunder and shall be deemed to be a failure by Buyer to comply with the terms hereof.

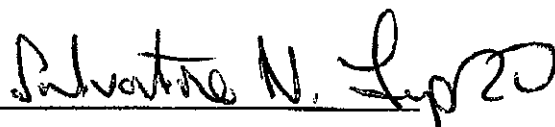
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and year written above

CITY OF HAVERHILL

Acting by and through its Mayor


James J. Fiorentini

192 MERRIMACK STREET, LLC

BY: 

NAME: SALVATORE N. LUPOLI

TITLE: PRINCIPAL/MANAGER

APPROVED AS TO FORM

CITY SOLICITOR

LIST OF EXHIBITS

- A. Legal Description of Property
- B. Development Agreement

1687843.1

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") dated as of June 4, 2017, is entered into by and between the City of Haverhill, acting by and through its Mayor and City Council ("City") and 192 Merrimack Street, LLC, a Massachusetts limited liability corporation ("Developer"), with a principal place of business located at 290 Merrimack Street, Lawrence, MA 01842.

RECITALS

WHEREAS, the Developer has proposed to purchase the property located at 194 Merrimack Street, Haverhill, Massachusetts the ("Property"), which is owned by the City; and

WHEREAS, the Developer will then improve the improve the Property by constructing a building with associated infrastructure and other related improvements (the "Project"); and

WHEREAS, the Project will require plan approval from the City's Planning Board under the Gateway Renaissance Overlay District ("Plan Approval") and an Order of Conditions from the City's Conservation Commission under 310 CMR 15.00 (the "Permits"); and

WHEREAS, the Developer and the City wish to secure other promises in the development of the Project and thereafter;

AGREEMENT

Now, therefore, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree that, if, and only if, Developer obtains the Permits and purchases the Property pursuant to the Purchase and Sales Agreement of even date herewith for 194 Merrimack Street, Haverhill, MA, (the "Purchase and Sale Agreement"), Developer shall promptly proceed with the development of the Property pursuant to the Permits and the provisions of this Agreement, and the City and Developer shall each perform the actions as set forth herein.

From and after substantial completion of the Project, the Developer, for itself and its successors and assigns covenants, promises and agrees to continuously and without interruption, except in

the ordinary course of operation and maintenance thereof, devote the Property exclusively to the combination of uses described herein and as described in the Permits, as they may be amended from time to time or in other applicable zoning in effect from time to time, except as hereinafter provided.

Other than the Project, no other structures or facilities of any kind shall be constructed on the Property, unless permitted by an amendment to the Permits.

The use described in the Permits and hereinafter described and the nature and general design of the building(s) shall not be changed unless the City specifically authorizes such other uses, restrictions or building designs by majority vote of the City Council. The City may refuse, in its discretion, to allow such other uses, restrictions, or building designs acting reasonably and without undue delay of conditions. The City shall be deemed to have provided such written authorization in the event that the Permits or other applicable zoning ordinance provisions are amended to permit other uses, or designs, or combinations of uses or designs.

The Developer shall grant easements to the City allowing roadways, designated parking areas and pedestrian walkways included in the Project, to be used for all purposes for which public roads or walkways may be used in the City including without limitation for the purposes of access. The City shall grant certain easements to the Developer to allow access to the property of the City.

A. ENGAGEMENT OF CONSULTANTS; REIMBURSEMENT FOR COSTS

1. Payment of Special Legal Counsel and Parking Consultant during the Negotiation of the Purchase and Sale Agreement and Development Agreement. At the time of the execution of this Agreement, Developer shall agree to establish an escrow account in the office of the Haverhill City Treasurer, pursuant to G.L. c. 44, s. 53A, in an amount sufficient to pay for all reasonable documented costs of Haverhill's special legal counsel and parking consultant in the preparation of this Agreement and the Purchase and Sale Agreement.

2. Payment for Review of Plan. At the time Developer applies for Plan Approval for the Project, Developer shall deposit with the Haverhill City Treasurer the amount of \$15,000 (the "Plan Escrow Account"), pursuant to G.L. c. 44, s. 53G, to be used by the Planning Board to engage a traffic engineer, civil engineer, parking consultant, attorney, landscape architect, architect, urban designer, and other reasonably necessary consultants to provide technical assistance during the review of the Plan. The Plan Escrow Account shall be replenished by Developer from time to time within 30 days of a written request from the Planning Board when the balance falls to \$5,000.00 so that it contains the amount specified above.

B. THE PROJECT

1. Design. The Developer has proposed a mixed use Project with dwelling units, commercial space, and a restaurant. The Developer shall provide concept plans for the proposed Project that show the following elements:

- a. Building architecture and design;
- b. Proposed uses;
- c. Bedroom mix of dwelling units with typical floor plans;
- d. Parking;
- e. Utility connections;
- f. Open space and courtyards; and
- g. Storm water management.

Such concept plans shall be viewed and approved by the Planning Director prior to any application for the Plan Approval.

2. Restaurant. The Project shall include a restaurant on the first floor. The restaurant shall offer seasonal dining outdoors to the rear of the proposed building. Such seating shall comply with Chapter 222 of Article XII of the City Code, ss. 66-72.

C. PARKING

1. Parking Consultant. The Developer shall engage a qualified parking consultant to assist in the preparation of the application for the required building permit. That qualified parking consultant will develop a parking plan which complies with the Zoning Ordinance and which shall show adequate parking to meet the needs of this development and the needs of existing and future downtown businesses. For the purposes of the Restaurant the parking plan may include provisions for valet or other assisted parking. That parking plan shall be submitted as part of the building permit application and no building permit shall be granted unless a parking plan is attached. That parking plan must be peer reviewed and approved by the City's planning consultant prior to being submitted as part of the application. No building permit shall be granted unless the parking plan has been peer reviewed and approved as set forth above.

2. Goecke Parking Deck. The Developer acknowledges that the Goecke Parking Deck requires substantial capital improvements. In the event the Developer submits a parking plan that involves Developer's use of the Goecke Parking Deck or its replacement structure or surface parking on the same locus or the surface parking in front of the Goecke deck for required parking, the Developer shall negotiate with the city to pay a proportionate share of the funding for such capital improvements consistent with the number of parking spaces (as compared to the total number of spaces) in or on the Goecke Parking Deck property. For example, if the Developer requires exclusive use of 100 of the 500 spaces in the Goecke Parking Deck or property, the Developer shall contribute a portion of 20% of the cost of the capital improvements. The exact contribution shall be negotiated.

D. PUBLIC AMENITIES

1. Maintenance of Open Green Area. The Developer shall maintain a green area available to the public located on the Property and/or to the rear of the property located at 192 Merrimack Street.

2. Public Restrooms. The Developer shall install two (2) public restrooms on the Project and the City shall maintain them.

E. SITE SECURITY

1. Cameras. The Project shall be served by 24/7 security cameras.

2. Lighting. The Project shall be served by adequate lighting.

F. EASEMENTS

There are currently two (2) separate easements located for the benefit of others on the Property. These easements are recorded in the Essex South Registry of Deeds at:

Book 34499, Page 259

Book 34499, Page 287

The City shall be required to obtain and perfect a release and termination of these easements to be recorded at the Essex South Registry of Deeds prior to the Closing.

At the closing, the Developer shall also be required to transfer to the City an easement at the location "Prop. Access Easement 7.5' Wide" shown on the attached plan entitled "Passenger vehicle Access - Right Turn, Cram Place & Wall Street (Figures 1 and 2)," prepared by TEC, dated March 7, 2017. The purpose of the easement is to facilitate traffic flow at the intersection of Cram Place and Wall Street, Haverhill.

G. TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION

1. Commencement. The Developer shall commence construction of the Project within 180 days of the Closing.

2. Completion. The Developer shall obtain a certificate of occupancy for the Project within twenty four months of the commencement of construction.

3. Extension of Time. The Developer may request and the City, acting reasonably, may approve an extension of time for the performance set forth above.

4. Default. Failure of the Developer to comply with the provisions of this Section G, without the benefit of an extension of time to perform, shall constitute a default and the City may elect to

purse the remedies set forth in Section H, herein.

H. PROVISIONS RELATING TO RIGHTS, REMEDIES AND PROCEDURES IN THE EVENT OF A DEFAULT.

I. PRIOR TO THE CLOSING.

The provisions of this subsection I shall apply only prior to the recording of the deed to the Property.

A. Default By Developer. If Developer shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than sixty (60) days after written notice to Developer specifying the alleged default (the "First Cure Period") or, if such default (other than a payment default) shall be reasonably expected to take more than sixty (60) days to cure, the City and Developer shall agree upon a longer period of time within which such cure shall be completed (the "Extended Cure Period"), and such default is continuing at the expiration of such First Cure Period or the Extended Cure Period, as applicable the City shall have the right to (i) terminate this Agreement and the Purchase and Sale Agreements executed in connection herewith; or, (ii) withhold any approvals to be issued by any municipal agency or official of the City; or, (iii) exercise any other remedy available at law or in equity, including commencing an action for specific performance. The City agrees that if, within fifteen (15) days after Developer's receipt of a notice of a claim of default, Developer shall give notice to the City that Developer contests the same, then the City shall not have the right to exercise any of the foregoing rights in respect thereto until such claim shall have been finally adjudicated in such contest. Developer agrees to diligently prosecute any such contest and if such adjudication is in favor of Developer, then Developer shall be reimbursed by the City its reasonable legal fees and other expenses in prosecuting such contest by the City. If Developer has not commenced such action within forty five (45) days of such written notice to the City, Developer shall be deemed to have abandoned the right to contest such default and the City may exercise any of its remedies hereinbefore described without any further delay. If such matter is determined adversely to Developer, Developer shall have thirty (30) days (or, other than with respect to any required payments, such longer period of time as agreed to between the City and Developer) to effect such cure (the "Second Cure Period"). In addition thereto, Developer shall reimburse the City, within such thirty (30) day period its reasonable legal fees and other expenses in defending any such contest. If, after such adjudication in favor of the City, the default is not cured within the Second Cure Period, the City shall have the rights hereinbefore described but there shall be no further right of appeal by Developer.

B. Default By City. If the City shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than sixty (60) days after written notice to the City specifying the alleged default (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time), Developer shall have the right to (i) terminate this Agreement; or (ii) exercise any other remedy available at law or in equity, including commencing an action for specific performance.

II. AFTER THE CLOSING.

The provisions of this subsection II shall apply only after the recording of the deed to the Property.

1. If the Developer shall fail or refuse to commence construction as hereinbefore described or, after commencing construction, to construct the Project as required by this Agreement or by the Permits, the City shall in writing notify the Developer of such failure or violation. Except as provided in Subparagraph 2, below the Developer shall thereupon have ninety (90) days from the receipt by it of such written notice to commence to cure such failure or violation, and shall thereafter diligently pursue such cure. The City may enforce the provisions of this section by an action in a court of appropriate jurisdiction to compel specific performance unless the Developer can reasonably demonstrate to the City that such failure or violation is due to the unavailability of financing to complete the Project upon terms and conditions then prevailing in the Greater Boston area or to such other economic circumstances that would make the completion of the Project impracticable or economically infeasible.

2. If the Developer shall fail or refuse to complete construction of the Project within the times specified in this Agreement, the City shall in writing notify the Developer of such failure or violation. The Developer shall thereupon have until the first to occur of (a) one hundred and eighty (180) days from the receipt by it of such written notice or (b) any agreed upon Extended Completion Date (collectively, the "Cure Dates").

(a) If the Developer does not cure such failure or violation prior to the applicable Cure Date (or within such other extended period of time as may be established by the City acting reasonably and if the holders of record of construction mortgages do not exercise their rights to cure such violation or failure (as herein provided), the Developer shall promptly transfer possession of, and reconvey, those parts of the Property on which such incomplete components of the Project were to have been located (the "Undeveloped Property") and all improvements thereon and all rights relating thereto, including, without limitation any development or phasing rights under applicable condominium documents, to the City without cost to the City, by quitclaim deed, provided that such reconveyance shall be subject to any existing mortgages thereon permitted under this Agreement. If the Developer shall fail so to reconvey, the City may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of damages, expenses or costs by the Developer.

(b) In the event of a failure by the Developer to cure under this Section, the City shall also have the right to re-enter and take possession of the Undeveloped Property and to terminate (and revert in the City) the estate in the Undeveloped Property conveyed by the deed to the Developer, it being the intent of this paragraph, together with other provisions of this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the deed shall contain a reference to the document of record creating a condition subsequent to the effect that in the event of such failure to cure, the City at its option may declare a termination in favor of the

City of the title, and of all the rights and interests in the Undeveloped Property, including, without limitation any development or phasing rights under applicable condominium documents and that such title, and all rights and interests of the Developer, and any assigns or successors in interest, in the Undeveloped Property, shall revert to, and be vested in the City; provided, that such condition subsequent and any revesting of title as a result thereof in the City shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the holders of such mortgages.

Upon taking title to the Property, the Developer shall covenant that the Property shall be developed in such a way as to ensure that conveyance of the Undeveloped Property shall be possible at all times without the need for any governmental or private approvals, consents or permits.

(c) If the Developer or a mortgagee reconveys to the City, or if the City shall re-enter pursuant to this Section, the City shall undertake with due diligence and in a commercially reasonable manner to resell the Undeveloped Property so reconveyed or which it has so re-entered, and all of the improvements thereon, and the proceeds of such resale, together with the net income, if any, derived by the City from its operation and management of the Undeveloped Property subsequent to such reconveyance shall be used:

(i) First, to pay all taxes payments in lieu of taxes, public charges and other sums owing to the City with respect to the Undeveloped Property up to the time of such resale (or in the event the Undeveloped Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Undeveloped Property were not so exempt);

(ii) Second, in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Undeveloped Property, in favor of mechanics, materialmen or subcontractors;

(iii) Third, to reimburse the City for all costs and expenses reasonably and proximately incurred by the City, including the salaries of City personnel, in connection with the recapture, management and resale of the Undeveloped Property and all administrative and overhead costs in connection therewith;

(iv) Fourth, to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Undeveloped Property for which it has not otherwise been reimbursed;

(v) Fifth, to pay or reimburse the City for any amounts otherwise owing to the City from the Developer; and

(vi) Sixth, if there is any balance of proceeds remaining, such balance shall be paid to the

Developer;

The City may elect, acting reasonably, to pursue its remedies under either or both of subparagraphs 1 or 2 above.

I. PROVISIONS RELATING TO RIGHT TO MORTGAGE

1. **Mortgage of Property by Developer.** Notwithstanding any other provisions of this Agreement, the Developer shall at all times have the right to encumber, pledge, or convey its rights, title and interests in and to the Property, or any portion or portions thereof by way of a bona fide acquisition, or construction or permanent mortgage to secure the payment of any loan or loans obtained by the Developer to finance the acquisition of the Property and the development, construction, repair or reconstruction of the Project, or to refinance any outstanding loan or loans therefor obtained by the Developer for any such purpose or to establish permanent mortgages (the "Permitted Loan Purposes"); provided, however, that the Developer shall give written notice to the Town of its exercise of its rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the Town may require. Such notice shall be given at the time of recording of such mortgage. Prior to completion of the Project, the Property shall not be used as collateral for any purpose other than the Permitted Loan Purposes. Developer shall provide a copy of its commitment for construction financing promptly after written acceptance of the terms thereof.

The holder of any such mortgage (including a holder who obtained title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this Agreement to construct or complete the Project or to guarantee such construction or completion, but shall have the options described in the Subsection I.2.

In the event that a mortgagee or proposed mortgagee of the Property provides a written request for an amendment of this Agreement, and such request details the reasons for such amendment, the Town shall promptly consider such amendment, and in the event that the Town decides, acting reasonably, that such amendment is consistent with the purposes and objectives of this Agreement, the Town shall enter into such amendment with the Developer. All costs and expenses incurred by the Town in connection with such amendment and the approval thereof, shall be paid by the Developer.

2. **Rights and Duties of Mortgagee Upon Acquisition Prior to Completion.** If a mortgagee acquires fee simple title to the Property or any part thereof, either by foreclosure or deed in lieu of foreclosure prior to the completion of the Project, the mortgagee shall have the following options:

(i) Complete construction of the Project in accordance with the Permits, any approved modifications thereof, and this Agreement, and in all respects comply with the provisions of this Agreement; or

(ii) Sell, assign, or transfer fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement in respect to the Property or part thereof, by written instrument complying with the terms hereof satisfactory in form to the Town and recorded forthwith in the Essex South District Registry of Deeds (the "Assumption Notice"). Such purchaser, assignee or transferee shall not be entitled to apply for or receive a building permit for any of the Project unless such Assumption Notice is recorded and evidence thereof has been provided to the Building Commissioner.

The Town shall retain all of its rights hereunder with respect to such purchaser, assignee or transferee, with respect to the Project and with respect to the mortgagee in the event that it elects to exercise its rights pursuant to Subsection I.2, hereof.

In the event that a mortgagee elects to complete construction pursuant to this Subsection I.2, or sells, assigns or transfers pursuant to subparagraph (2)(ii) above, the Town shall extend the time limits set forth herein as shall be reasonably necessary to complete construction of the Project, and upon such completion, the mortgagee or purchaser, as the case may be, shall be entitled to the Certificate of Completion.

In no event shall any mortgagee be responsible for breaches of this Agreement occurring prior to the time it acquires title or takes possession of the Property or after it shall convey such title or possession.

J. NOTICES OF BREACHES TO MORTGAGEES OR TO THE CITY

If the City gives written notice to the Developer of a default under this Agreement and the Developer fails to remedy such default as required herein, the City shall forthwith, after such failure furnish a copy of the notice of default, and a statement that such default has not been cured to each of the mortgagees of record of the Property who have provided construction financing for the Project. To facilitate the operation of this Section, the Developer shall at all times keep the City provided with an up-to-date list of names and addresses of mortgagees from whom the Developer has obtained loans as permitted under this Agreement. Any such mortgagee or holder may notify the City of its address and request that the provisions of Section U5 hereof as they relate to notices apply to it. The City agrees to comply with any such request.

The Developer shall use its best efforts to have the mortgagees provide to the City a copy of any default notice provided by them to the Developer.

K. MORTGAGEE MAY CURE BREACH OF DEVELOPER

If the Developer has received notice from the City of a default under this Agreement and such breach is not cured by the Developer before the expiration of the period provided therefor, the holders of record of construction mortgages on the Property as permitted under this Agreement may cure any breach upon giving written notice of their intention to do so to the City within ninety (90) days after such holder receives such notice of breach, and shall thereupon proceed with due diligence to cure such breach. In the event any mortgagee elects to complete the Project as herein provided, a reasonable extension of time for performance will be granted by the City to enable the mortgagee to complete construction of the Project, and following the completion of the Project in accordance with the provisions of this Agreement and of the Permits, such mortgagee shall be entitled to receive the Certificate of Completion.

L. REMEDIES FOR OTHER BREACHES

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.

M. CITY BOARDS

In the event that any permit granting authority having jurisdiction over the Project imposes any condition or requirement that is inconsistent with any provision hereof, but is acceptable to the Developer, the City shall grant an amendment hereto, upon the request of the Developer, in form and substance reasonably acceptable to the City for the purpose of bringing the requirement of this Agreement into conformity with the conditions required by the Permits. Any such amendment by the City shall be made in an expeditious manner.

N. AMENDMENTS

No amendment hereto shall be effective until recorded in the Essex South Registry of Deeds.

O. MISCELLANEOUS PROVISIONS

1.. **Transfer.** As set forth in Exhibit I, the initial ownership of the Project shall be vested in a single purpose limited liability company (the "LLC"), the manager of which shall be Salvatore N. Lupoli or an LLC ("LLC"). Neither ownership nor management of the Project, nor a majority interest in the LLC shall be leased, alienated, mortgaged or transferred (other than as permitted herein without the express written permission of the City Council, such permission not to be unreasonably withheld or delayed. A copy of the appropriately redacted Operating Agreements

for the LLC, showing the members names and their respective percentage membership interests shall be provided to the City at closing.

2. Compliance. During the processing of the application for the building permit, the Developer shall submit all necessary evidence, to the satisfaction of the Planning Board, to show compliance with the terms of this Agreement.

3. Intent to Bind Successors and Assigns. The foregoing obligations shall run with the Property and shall be binding upon and inure to the benefit and burden of the Developer, its successors and assigns, and to the extent legally permissible, the City. This Agreement shall be recorded with the Essex South Registry of Deeds together with the deed to the Property.. This Agreement shall be recorded prior to any mortgages on the Property and shall have priority over all liens, mortgages and encumbrances .

4. Effect; Amendment. This Agreement shall not take effect until voted and executed by the City Council. Upon such vote, this Agreement shall not be amended in any material respect except by a further majority vote of the City Council.

5. Required Notice. Unless otherwise specified in this Agreement, any notice to be given under this Agreement shall be in writing and signed by the party (or the party's attorney) and shall be deemed to have been given (a) when delivered, if delivered by hand, or (b) two business days after the date mailed, if mailed by registered or certified mail, all charges prepaid, in either event addressed as follows:

* In the case of the City to:

Mayor James Fiorentini
City Hall
Haverhill, MA 01830

With a copy to:

William Cox, Esq.
City Solicitor
City Hall
Haverhill, MA 01830

* In the case of the Developer to:

192 Merrimack Street, LLC
290 Merrimack Street
Lawrence, MA 01842

With a copy to:

Alan Lampert, Esq.
Lampert, Hausler & Rodman, P.C.
10 North Road
Chelmsford, MA 01824

By such notice, either party (or such party's attorney) may specify a new address, which thereafter shall be used for subsequent notices.

6. Effective Date of Agreement. This Agreement shall be effective as of the date it shall be executed by both Developer and the City.

7. Dispute Resolution. Prior to the initiation of any court proceeding involving the terms of this Agreement or either party's performance thereunder, the City and Developer agree that such disputes shall be first subject to nonbinding arbitration or mediation, for a period not longer than ninety (90) days.

8. Purchase & Sale of the Property

This Development Agreement is a rider to the Purchase and Sale Agreements. To the extent matters are addressed in such Purchase and Sale Agreements such Purchase and Sale Agreements shall control.

9. Applicable Law; Construction.

A. This Agreement has been executed within the Commonwealth of Massachusetts. The rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts.

B. This Agreement is the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

Executed under seal as of the date first above written.

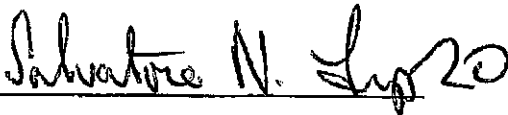
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and year written above

CITY OF HAVERHILL

Acting by and through its Mayor


James J. Fiorentini

192 MERRIMACK STREET, LLC

BY: 

NAME: SALVATORE N. LUPOLI

TITLE: PRINCIPAL/MANAGER

APPROVED AS TO FORM

CITY SOLICITOR

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


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4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.cityofhaverhill.com
citycncl@cityofhaverhill.com

July 8, 2020

TO: President and Members of the City Council:

Councillor Michael McGonagle requests to have the Traffic and Safety Committee review a request for a "no outlet" sign at the entrance of Leonard Avenue.


City Councillor Michael McGonagle

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

15.4
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.cityofhaverhill.com
citycncl@cityofhaverhill.com

July 10, 2020

TO: President and Members of the City Council:

Councillor Michael McGonagle requests to have the Traffic and Safety Committee review a request for "autistic child in area" signage in the area of 4 Village Woods Road.


City Councillor Michael McGonagle



DOCUMENT 9-H

CITY OF HAVERHILL

In Municipal Council June 30 2020

ORDERED:

MUNICIPAL ORDINANCE

CHAPTER 240

AN ORDINANCE RELATING TO PARKING

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 in § 240-85 Schedule B: Parking Restrictions and Prohibitions:

LOCATION	REGULATION	HOURS/DAYS
Portland Street In front of No. 74 except For 1-24 hour handicap Parking space at No. 74 Portland Street	No Parking	24 hours

APPROVED AS TO LEGALITY:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk



Haverhill

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

June 26, 2020

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

Subject: *Portland Street – HP Ordinance, 74 Portland Street*

As requested, see attached Ordinance for one HP space at 74 Portland Street.

Please contact me if you have any questions.

Sincerely,

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

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

b
6
CITY COUNCIL

MELINDA E. BARRETT

PRESIDENT

COLIN F. LePAGE

VICE PRESIDENT

JOSEPH J. BEVILACQUA

JOHN A. MICHITSON

THOMAS J. SULLIVAN

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HAVERHILL, MASSACHUSETTS 01830-5843

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www.cityofhaverhill.com
citycndl@cityofhaverhill.com

June 26, 2020

TO: President and Members of the City Council:

Councillor Colin LePage requests a status update on the Matrix study regarding the "Organization of our Facilities Maintenance Department" as previously requested.


City Councillor Colin LePage

IN CITY COUNCIL: June 30 2020

POSTPONED TO JULY 14 2020

Attest:

City Clerk

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

171
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CITYOFHAVERHILL.COM

PROCLAMATION OF RACISM AS A PUBLIC HEALTH CRISIS

WHEREAS, the American Public Health Association has declared that racism is an "ongoing public health crisis that needs our attention now;" and

WHEREAS, health inequities are due to racial disparities that impact the life expectancy of Black men and women; and

WHEREAS, Black Americans are more than twice as likely to be killed by police officers when compared to white Americans; and

WHEREAS, Black women are four times more likely to die of pregnancy related complications than white women as they are often undervalued and their symptoms are often dismissed; and

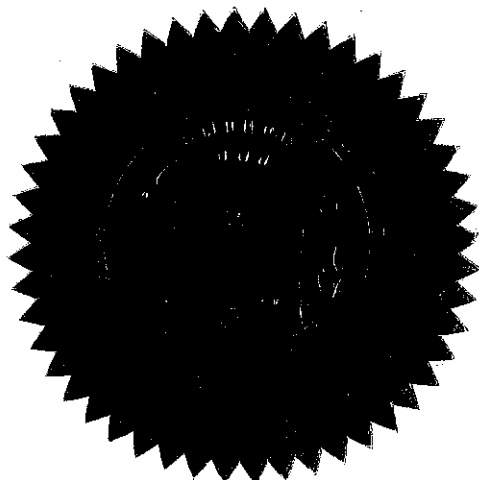
WHEREAS, the average life expectancy of Black Americans is four years lower than the rest of the United States population; and

WHEREAS, Black children have a 500% higher death rate from asthma compared with white children; and

WHEREAS, Blacks are less likely than their white counterparts to have health insurance, contributing to their lack of adequate health care; and

WHEREAS, city officials will continue to address this public health crisis by working with private industry and others to improve our health services in the community.

NOW THEREFORE BE IT RESOLVED that Mayor James J. Fiorentini and the City of Haverhill hereby declare that racism is a public health crisis. We stand united as a community in our determination to bring better health care and better health outcomes to all in our community.



IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the City of Haverhill to be affixed this 30th day of June in the year of Our Lord two thousand and twenty.


MAYOR JAMES J. FIORENTINI

CITY COUNCIL

MELINDA E. BARRETT
PRESIDENT
COLIN F. LePAGE
VICE PRESIDENT
JOSEPH J. BEVILACQUA
JOHN A. MICHITSON
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DOCUMENTS REFERRED TO COMMITTEE STUDY

38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16 1/31/17
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizen Outreach	1/3/17 1/31/17, 8/15/17
10-U	Communication from President Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizen Outreach	1/31/17 8/15/17, 4/23/18
38-D	Communication from Councillors Sullivan and Barrett requesting an update on City's emergency management plan and status of working generators in all public building in City	Public Safety	3/20/18 1/23/19
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
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
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

DOCUMENTS REFERRED TO COMMITTEE STUDY

- | | | | |
|-------|---|-------|---------|
| 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

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LONG TERM MATTERS STUDY LIST

- 38-F Communication from Councillors Barrett and LePage requesting to discuss double poles in the City
A & F 3/15/16, 9/6/16, 11/3/16, 1/17/17, 5/11/17, 10/24/17, 3/6/19
- 26E City of Haverhill – Mayor's Recommendations, Capital Improvement Program – 2016-2020
A & F 5/31/16, 11/3/16, 5/11/2017, 7/25/17, 2/15/18, 3/6/19, 4/17/19
- 82 Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking
– Fees, Rate and Terms
A & F 7/10/18
- 82-B Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking
- Chart
A & F 7/10/18
- 93-L Communication from President Michitson requesting to introduce Dave Labrode to discuss street tree
plantings
NRPP 8/7/18, 2/28/19, 2/27/20
- 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, 2/27/20