

The Board of Health, City of Haverhill, in accordance with and under the authority granted by Chapter III, Section 31 of the Massachusetts General Laws, promulgated and adopted the following regulation at its meeting on May 6, 1997.

REGULATIONS FOR THE COLLECTION AND DISPOSAL OF RUBBISH FROM APPROVED
CONDOMINIUM DEVELOPMENTS WITHIN THE CITY OF HAVERHILL

1. Where it is the intent of the City of Haverhill to provide city trash collection and disposal services to homeowners, condominium associations must be at least sixty (60%) percent owner occupied to be eligible for said services.
2. All condominium associations applying for said services must certify to the Board of Health that they are at least (60%) percent owner occupied by executing a statement of eligibility. The statement of eligibility must be signed every three years during an open enrollment period.
3. Any condominium association who certifies that they are sixty (60%) percent eligible, receives city trash collection and rubbish disposal services, and is later determined to not have been sixty (60%) percent owner occupied at the time of the filing of the statement of eligibility, shall forever be barred from receiving said services in the future and shall be immediately responsible for the reimbursement of any services received from the city at market cost since their filing of the statement of eligibility.
4. Condominium associations responsibilities:
 - A. To keep the area around the trash containers free of litter and refuse. Pick up any trash left after collection.
 - B. To notify all owners within their development that they are required to separate their paper from their normal household trash.
 - C. Associations shall be responsible for all loss or damage to equipment supplied by the city's waste hauling contractor, except for normal wear and tear, or for loss or damage resulting from the contractor's handling of equipment. Damage includes fire to containers or damage to moving parts, such as broken wheels, or broken lids or broken side doors, or structural damage to the containers.
 - D. Associations shall be responsible for any initial set up costs associated with the installation of compactors, or containers, i.e. pads, electricity, fencing around containers, etc.

cont.

- E. Associations shall be responsible for the disposal of any containers that have been contaminated by the disposal of any banned waste material, i.e. hazardous or pathological waste, appliances, leaves, yard waste, Christmas trees, demolition material, or any other waste prohibited by federal, local, or state law.
- F. Developments with more than forty units may be required to contain their recyclable paper in dumpsters, or containers provided by the contractor. The containers must be approved by the Board of Health, and be of sufficient size to contain forty percent of the developments waste for a two week period.
- G. Associations must keep clear access for the contractor to collect containers. If the contractor is unable to collect the containers due to vehicles or other impediments (such as snow or ice), it will be the associations responsibility to have the container disposed of at their expense.
- H. Failure to comply with any of the above shall be cause for suspension.

NOTARIZED STATEMENT OF ELIGIBILITY FOR COLLECTION AND
DISPOSAL OF RUBBISH FROM CONDOMINIUM DEVELOPMENTS
WITHIN THE CITY OF HAVERHILL

I, _____, Trustee/Manager for
_____ Condominium Association
hereby certify that at least sixty (60 %) percent of the units at
said Condominium Association are owner occupied as of this date.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS _____

DAY OF _____, .

HOLD HARMLESS AGREEMENT

In consideration of the City of Haverhill's agreement to
provide municipal trash pick up and service to the

_____,'

the said Condominium does hereby agree to hold said City and
its trash contractors harmless from any damage, harm or loss
which the Condominium Association may suffer to its private
ways in the course of providing said service. Nothing contained
herein shall release the City's trash contractors from liability
for personal injury or damage caused to the Condominium unit
owners, their guests and invitees.

Signed in the presence of:

WITNESS

BY ITS BOARD OF TRUSTEES
As it's Trustees

DATE: _____