



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, July 9, 2019 at 7:00 PM

Theodore A. Pelosi, Jr. Council Chambers, 4 Summer St, Room 202

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 – FY 2020 BUDGET ORDERS
6. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:
7. UTILITY HEARING(S) AND RELATED ORDER(S)
  - 7.1. Petition from National Grid of North Andover for electric conduit location  
Essex st to upgrade electric service at 124 Washington st; Plan 28211827  
**Council Hearing Aug 6<sup>th</sup>**
8. HEARINGS AND RELATED ORDERS
  - 8.1. Document 55-E: Petition from Attorney Michael Migliori representing  
applicant CNA Stores Inc; Robert DeFazio, CEO and Billie Haggard Jr, COO  
requesting Special Permit for an Adult Use Establishment – LME 19-2 for  
property located at 558 River st; Assessors Map 508, Block 260, Lot 9

## PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28

### 9. APPOINTMENTS:

#### 9.1. Confirming Appointments:

#### 9.2. Non-Confirming Appointments:

### 10. PETITIONS:

- 10.1. Petition from City of Haverhill requesting Hearing for *Street Alteration* –  
to take a portion of Bellevue av and add it to Hillside av

**Refer to Planning Board  
Council Hearing Sep 17<sup>th</sup>**

#### 10.2. Applications Handicap Parking Sign

- 10.2.1. Sandra Curtis – 36 Bellevue av – *renewal*
- 10.2.2. Ann DiNoto – 17 Temple st – *renewal*
- 10.2.3. Susanne Davis – 50 Howard st - *renewal*
- 10.2.4. Rodney Ball – 151 Franklin st Apt 2R – *new*
- 10.2.5. Edwin Anthony Lazu – 151 Franklin st – 3<sup>rd</sup> floor - *new*

#### 10.3. Tag Days:

#### 10.4. One Day Liquor License:

#### 10.5. Annual License Renewals

- 10.5.1.1. **Hawker Peddlers License 2019**
- 10.5.2. **Coin-Op License Renewals 2019:**
- 10.5.3. **Sunday Coin-Op License Renewals 2019**
- 10.5.4. **Drainlayer License for 2019**
- 10.5.5. **Taxi Driver Licenses for 2019**
- 10.5.6. **Taxi License**
- 10.5.7. **Junk Dealer License**



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- 10.5.8. Pool Tables
  - 10.5.9. Sunday Pool
  - 10.5.10. Bowling
  - 10.5.11. Sunday Bowling
  - 10.5.12. Buy & Sell Second Hand Articles
  - 10.5.13. Buy & Sell Second Hand Clothing
  - 10.5.14. Pawnbroker license
  - 10.5.15. Fortune Teller
  - 10.5.16. Buy & Sell Old Gold
  - 10.5.17. Roller Skating Rink
  - 10.5.18. Sunday Skating
  - 10.5.19. Theater
  - 10.5.20. Exterior Vending Machines
  - 10.5.21. Limousine/Livery License/Chair Cars

### 11. MOTIONS AND ORDERS:

- 11.1. Order – That the sum of \$649,676 be transferred to/from the following accounts as stated below to close out FY2019:

**From:**

\$5,208 Constituent Services Salary  
68,665 Salary Reserve  
229,000 Group Insurance-City  
154,000 Liability Insurance  
16,285 Information Tech Expense  
37,200 Workers Comp-City  
54,000 Public Property Salary  
42,850 Vacation Buy-Back  
19,200 Library Salary  
25,124 Inspection/Health Salary

**To:**

\$6,310 Public Works Admin Expense  
19,200 Library Expense  
560 Inspection/Health Expense  
63,447 Public Property Expense  
3,200 Unemployment – City  
14,315 Assessing Salary  
5,109 Mayor Salary  
100 City Council Salary  
36,838 Information Technology Salary  
67,945 Building/Zoning Salary  
17,508 Public Works Admin Salary  
188,000 Medicare  
229,000 Sick Leave Buy Back

### 12. ORDINANCES (FILE 10 DAYS)

- 12.1. Ordinance re: Parking – 46 Newcomb st – Delete Handicap Parking  
**File 10 days**
- 12.2. Ordinance re: Parking – 32 Verndale st – Delete Handicap Parking  
**File 10 days**

### 13. RESOLUTIONS and PROCLAMATIONS



## CITY OF HAVERHILL CITY COUNCIL AGENDA

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### 14. COMMUNICATIONS FROM COUNCILLORS:

- 14.1. Communication from Councillor Barrett requesting a discussion regarding improving safety at *Bradford Country Club* cart crossing on Chadwick rd
- 14.2. Communication from Councillors Barrett and Macek requesting a discussion regarding the need for safety improvements on Main st median strip
- 14.3. Communication from Councillor Michael McGonagle requesting to submit recommendations of the *Traffic & Safety Committee* meeting held on June 19 2019
- 14.4. Communication from Councillor Michael McGonagle requesting to remove a handicap parking space at 21 Blaisdell st that is no longer needed
- 14.5. Communication from Councillor Joseph Bevilacqua requesting a discussion regarding trash disposal receptacles in the downtown on Washington/Wingate/Merrimack Streets
- 14.6. Communication from Councillor LePage requesting an update on the potential sale of the Ornsteen Property

### 15. UNFINISHED BUSINESS OF PRECEDING MEETINGS

- 15.1. Document 54-C: Bond Order – City appropriates \$700,000 to pay costs of purchasing and equipping a rescue truck for Fire Dept and Treasurer is authorized to file appropriate application with the Commonwealth
- 15.2. Document 76: Ordinance re: Vehicles and Traffic – Old Ferry rd: Heavy commercial Vehicle Exclusion – (HCVE) All Vehicles over 2/12 tons – From East Broadway to Orchard av – 24 hours – 7 days
- 15.3. Document 82: Ordinance re: Dogs and Other Animals – Amend City Code Chapter 137 – Article IX Animal Welfare – 137-27 Confining an animal in a motor vehicle *All filed June 19 2019*

### 16. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

### 17. DOCUMENTS REFERRED TO COMMITTEE STUDY

### 18. ADJOURN

Hearing August 6 2019  
7.1

Questions contact – Stefanie Steeves 978-725-159

Petition of the NATIONAL GRID  
Of NORTH ANDOVER, MASSACHUSETTS  
For Electric Conduit Location:

To the City Council of Haverhill Massachusetts

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

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

The following are the streets and highways referred to:

**28211827** Essex St. - National Grid proposes to install approximately 25 feet 1/0 3-1c SCU cable in customer installed 2-4 inch duct-bank from heavy duty HH B22 to 124 Washington St. in order to accommodate electric service upgrade at 124 Washington St., Haverhill MA.

Location approximately as shown on plan attached.

NATIONAL GRID

BY

Dave Johnson/lla

Engineering Department

Dated: June 27, 2019

# nationalgrid

June 27, 2019

The City Council of Haverhill, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit, please contact:

Stefanie Steeves 978-725-1159

If this petition meets with your approval, please return an executed copy to:

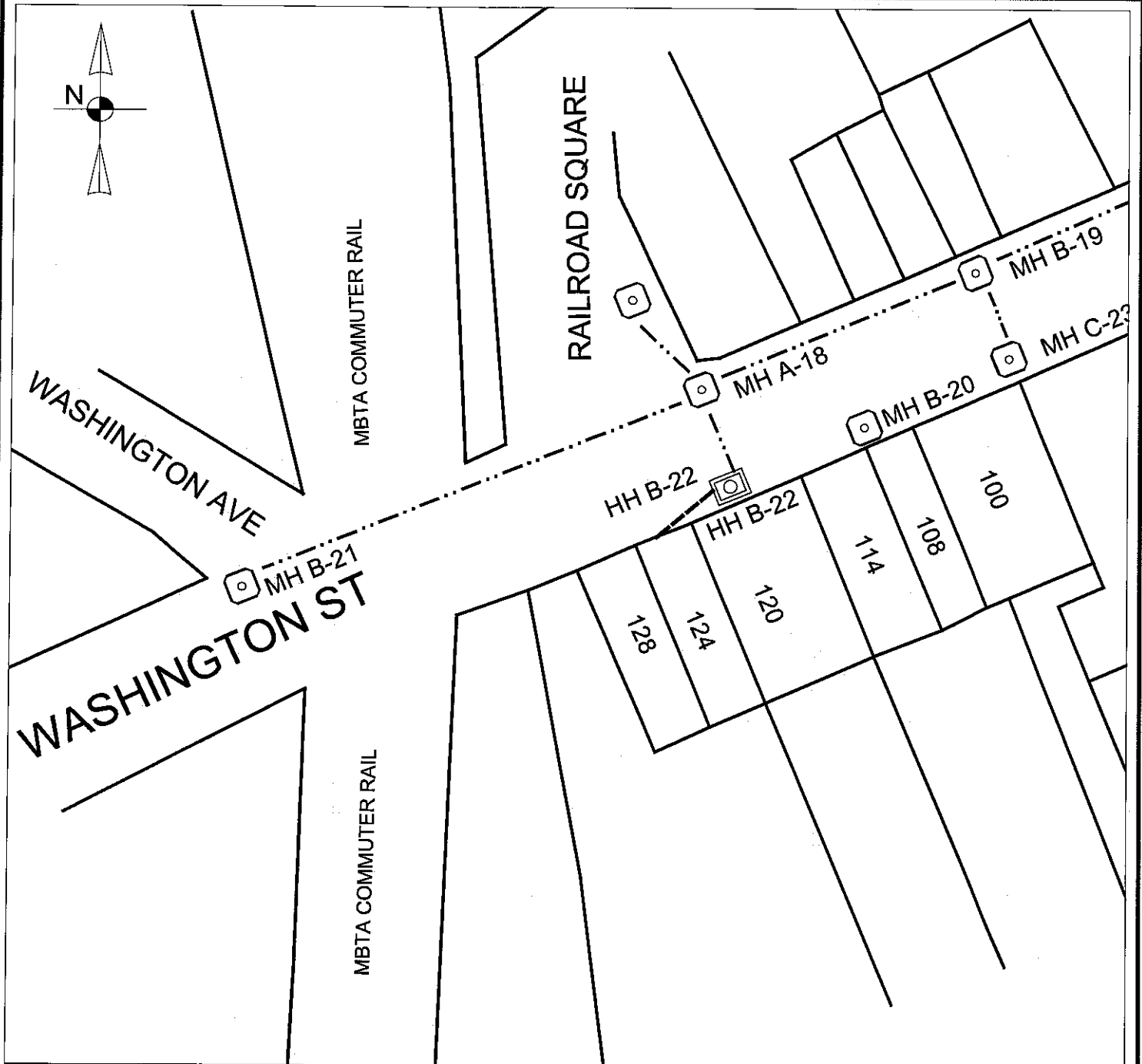
National Grid Contact: Lisa Ayres; 1101 Turnpike Street; North Andover, MA 01845; # 978-725-1418

Very truly yours,

*Dave Johnson/lla*

Dave Johnson  
Supervisor, Distribution Design

Enclosures



### UNDERGROUND PETITION

**nationalgrid**

--- CONDUIT - EXISTING

--- PROPOSED CONDUIT 2-4"

Nationalgrid proposes to install approximately 25' 1/0 3-1c SCU cable in customer installed 2-4" ductbank from heavy duty HH B22 to 124 Washington St in order to accomodate electric service upgrade at 124 Washington St, Haverhill, MA

Date: 6/25/2019

WORK REQUEST: WR 28211827

To The: City Of Haverhill

For Proposed: 2-4" conduits Location: Washington St

Drawn By: S Steeves

DISTANCES ARE APPROXIMATE

*LME Hearing*  
*JULY 9 2019*  
*558 River St*

**FIGRELLO & MIGLIORI**  
 ATTORNEYS AT LAW

KAREN L. FIGRELLO  
 kfigrello@fmlaw.com

FIREHOUSE CONDOMINIUMS  
 18 ESSEX STREET  
 HAVERHILL, MASSACHUSETTS 01832

TEL 978/373-3003 FAX 978/373-3066  
 May 15, 2019

MICHAEL J. MIGLIORI  
 mmigliori@fmlaw.com

*CNA Stores Inc.*  
*LME 19-2*

***Hand Delivered***

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

*8.1*

Re: Special Permit: Chapter 255 Article XIX LME-NE  
 Owner: M & S Realty Trust  
 Applicant: CNA Stores, Inc.  
 Location: 558 River Street, Haverhill, MA  
 Parcel ID: 508-260-9

Dear President Michitson:

Please be advised this office represents CNA Stores, Inc. regarding the property located at 558 River Street and being shown on Haverhill Assessor's Map 508 Block 260 Lot 9.

CNA Stores, Inc. is requesting a Special Permit from the City of Haverhill to operate an Adult Use Marijuana Establishment. The Haverhill Zoning Ordinance Chapter 255 Section 201 requires a Special Permit to operate an Adult Use Marijuana Establishment.

The property is shown in Haverhill Assessor's Map 508 Block 260 Lot 9 and is located in the "LME-NE" Zoning District.

Kindly schedule a hearing with the Council. I have filed the appropriate plans, reports and fees in connection with the requested Special Permit.

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

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

IN CITY COUNCIL: May 21 2019  
 VOTED: that COUNCIL HEARING  
 BE HELD JULY 9 2019  
 Attest:

City Clerk

Sincerely yours,

Michael J. Migliori

**Marijuana Establishment (LME) Special Permit**

**LME-19-2**

**Applicant**

👤 michael miglioni  
☎ 978-373-3003  
@ mmiglioni@fimilaw.com

**Location**

558 RIVER ST  
Haverhill, MA 01832

**Business Owner Information**

**Describe Your Role in This Application**

Attorney/Agent for Applicant

**Business Owner Address**

100 Main Street

**Business Owner State**

MA

**Business Owner Phone**

781-589-3192

**Business Owner Name**

CNA STORES, INC

**Business Owner City**

Amesbury

**Business Owner Zip**

01913

**Business Owner Email**

rob@cnastores.com

**Applicant Information**

**Name of Attorney/Agent Firm**

Michael Miglioni

**Attorney/Agent City**

Haverhill

**Attorney/Agent Zip**

01832

**Attorney/Agent Address**

18 Essex Street

**Attorney/Agent State**

MA

**Is the Business Owner a Priority Applicant?**

No

**Business Information**

**Name of Establishment**

CNA Stores, INC.

**Business Structure**

Corporation

**Company Website Address**

www.cnastores.com

**Type of Establishment**

Retailer

**Taxpayer Identification Number (TIN)**

83-1233238

**Business Phone**

781-589-3192



**Is the Location Leased or Owner?**

Leased

**Are You Seeking to Locate in the Waterfront District Area (WDA)?**

No

**Which Zone are You Applying for?**

LME-NE: No Exclusions

**If Another Marijuana Business Within 1/2 mile of Your Property is Approved First, What Will You Do?**

Attempt to Proceed

**Corporate Information (Required for Business Entities)****Legal Business Name**

CNA Stores, Inc.

**Doing Business As (DBA) If Any**

—

**Are You a MA Business Entity?**

Yes

**Filing Date w/Secretary of State**

07/13/2018

**Corporate Officers & Director Information****Officer/Director Address**

100 Main St, Amesbury MA 01913

**Officer/Director % Ownership**

51

**Director/Officer Title**

CEO

**Officer/Director Name**

Robert DiFazio

**Officer/Director Name**

Billie Haggard JR.

**Director/Officer Title**

COO

**Officer/Director Address**

100 Main St, Amesbury MA 01913

**Officer/Director % Ownership**

49

**Hours of Operation****Monday**

11am-8pm

**Tuesday**

11am-8pm

**Wednesday**

11am-8pm

**Thursday**

11am-8pm

**Friday**

11am-8pm

**Saturday**

11am-8pm

**Sunday**

12pm-6pm

**Liability Agreement**

**Agree**

true

**Indemnification Agreement**

**Agree**

true

**New Custom Section**

FIORIELLO & MIGLIORI  
ATTORNEYS AT LAW

KAREN L. FIORELLO  
kfiorello@fimilaw.com

FIREHOUSE CONDOMINIUMS  
18 ESSEX STREET  
HAVERHILL, MASSACHUSETTS 01832  
TEL 978/373-3003 FAX 978/373-3066

MICHAEL J. MIGLIORI  
mmigliori@fimilaw.com

March 29, 2019

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

Re: Special Permit  
LME for CNA Stores, Inc.

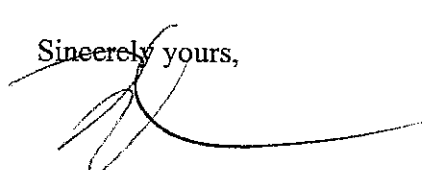
Dear President Michitson and Members of the City Council:

Please be advised that the above-referenced application hereby waives the sixty-five (65) day statutory requirement for the Council to act on the Special Permit LME.

Thank you for your consideration in this matter.

Should you have any questions, please don't hesitate to contact me.

Sincerely yours,



Michael J. Migliori

MJM/dma  
c.c.: Haverhill City Clerk

# NOTES

1. SEE LAND COURT BOOK #765 PAGE #71052 AND PLAN #162468 E.S.D.R.D. SEE CITY ASSESSORS MAP #508 BLOCK #260 LOT #9 FOR SITE.
2. PAVEMENT LOCATION 4-12-17 BY G.P.S.

PLAN OF LAND  
IN  
HAVERHILL, MASSACHUSETTS  
SHOWING EXISTING PARKING LOTS  
PREPARED FOR

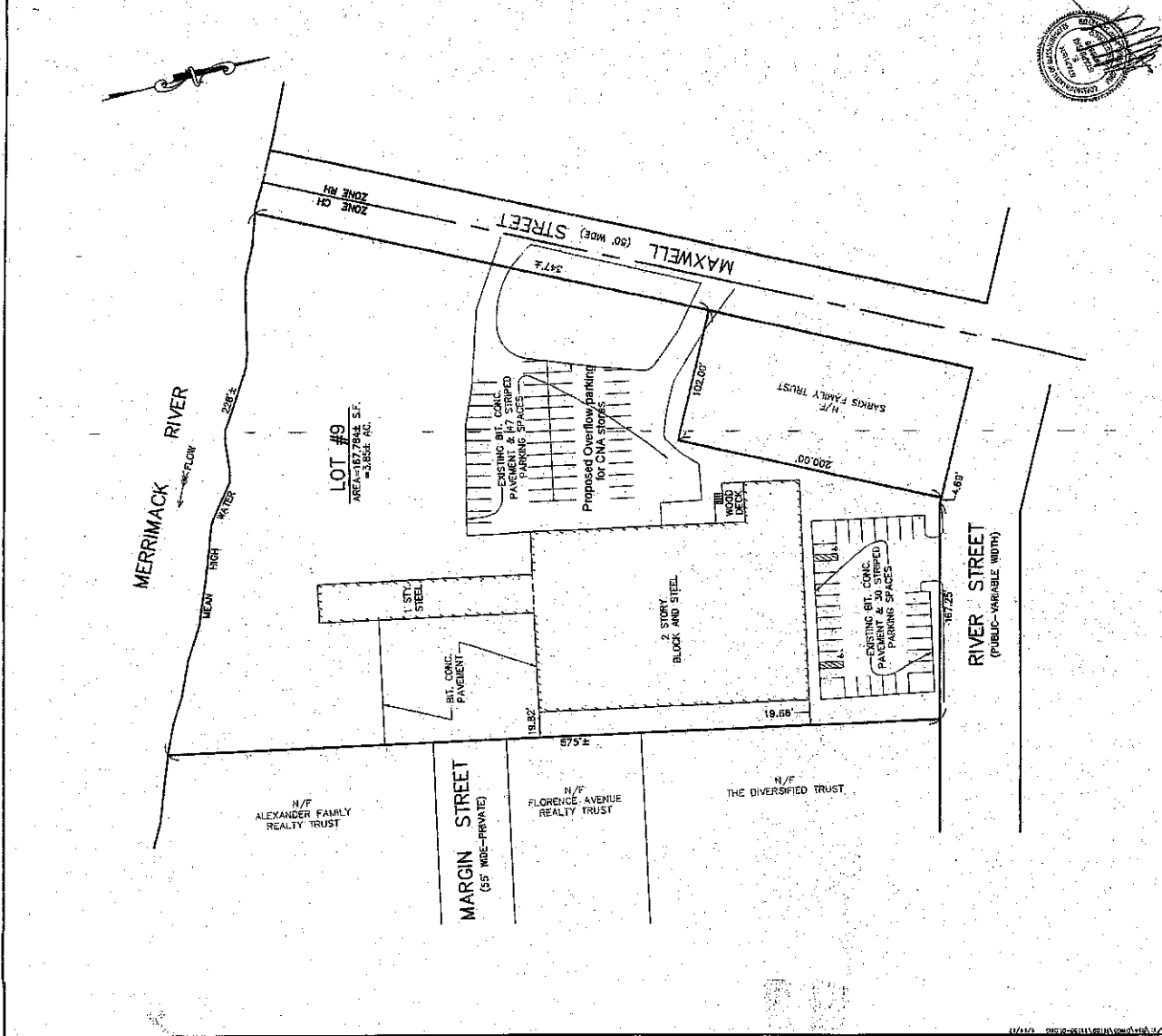
M & S REALTY TRUST

617 SHAWNEEN STREET  
TEWKSBURY, MASSACHUSETTS 01876

DATE: APRIL 14, 2017

SCALE: 1"=50'  
0' 25' 50' 100' 150'

MERRIMACK ENGINEERING SERVICES  
66 PARK STREET  
ANDOVER, MASSACHUSETTS 01810





City of Haverhill, Massachusetts  
James J. Fiorentini, Mayor

## Host Community Agreement

CITY OF HAVERHILL AND CNA STORES INC. THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 12 day of DEC, 2019, by and between CNA STORES INC., a Massachusetts incorporated company, and any successor in interest, with a principal office address of 100 MAIN ST Amesbury, MA ("the Company"), and the City of Haverhill, a Massachusetts municipal corporation with a principal address of 4 Summer Street, Haverhill MA 01830 ("the City"), acting by and through its Mayor in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate an Adult Use Retail Marijuana Establishment at 558 River St, Haverhill MA, known as ASSESSOR'S MAP \_\_, PARCEL \_\_, in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the City in accordance with its Zoning Ordinance including a special permit and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the City in the event that it receives the requisite licenses from THE CANNABIS CONTROL COMMISSION ("CCC") or such other state licensing or monitoring authority, as the case may be, to operate Adult Use Retail Establishment and receives all required local permits and approvals from the City including a special permit;

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the Municipality, and in the event the contingencies noted below are met, intends to provide certain benefits to the Municipality over and above typical economic development benefits attributable with similar new manufacturing and retail concerns locating in the Municipality; and

WHEREAS, the Municipality believes that the Company's operation of a Licensed Retail Marijuana Establishment in Haverhill, coupled with its contributions to the Municipality, as set forth herein, would advance the public good;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of Adult Use Retail Establishment (hereinafter "Facility"), such activities to be only done in accordance with the applicable state and local laws and regulations in the City;

WHEREAS, the City and the Company agree that the Company will have a substantial impact on the traffic, neighborhood where they wish to locate and the entire city and

WHEREAS, the city and the Company agree that the city will be required to extend substantial additional resources as a result of the company's presence in the city and

WHEREAS, the company and the city acknowledge the additional costs and burdens imposed on the city as a result of the city being a border community with New Hampshire;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the City agree as follows:

## I. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

## II. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Adult Use Retail Establishment and receives any and all necessary and required permits and licenses of the City, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the proposed Adult Use Retail Establishment in the City, then the Company agrees to provide the following Annual Payments: provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the City for any fees associated with the negotiation of this Agreement. In the event that the Company fails to remit the agreed payments, and if said payments are not made to the City within 30 days of notice to the Company, the City reserves the right to terminate the Agreement and notify the Cannabis Control Commission.

### A. Community Impact Fee

The Company anticipates that the City will incur additional expenses and impacts on the City's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the City. Accordingly, in order to mitigate the financial impact on the City and use of City resources, the Company agrees to pay an Annual Community Impact Fee to the City, in the amount and under the terms provided herein that is reasonably related to the costs imposed upon the City by the operation of the Company's Marijuana Establishment.

1. The Company shall make annual host community payments of **three percent (3%) of the gross sales of the Marijuana Establishment to the Municipality** (the "Annual Payment") for a period of five (5) years. The initial Annual Payment shall be due twelve (12) months after the issuance of a Final Certificate of Registration or its equivalent (the "Initial Payment"), and each subsequent Annual Payment shall be due on the anniversary date of the Initial Payment.

2. The Annual Community Impact Fee shall be paid quarterly per the City's fiscal year (July 1- June 30). The Annual Community Impact Fee for the first quarter of operation shall be prorated.
3. The City shall use the above referenced payments in its sole discretion but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the City.
4. The Company agrees to provide an **additional annual payment of:** The sum of Twenty Five Thousand Dollars (\$25,000) to be made to a charity chosen by city.
5. Payments: The Company shall make the payments set forth above in this Section of this Agreement made payable to the Municipality. The parties understand and acknowledge that the Municipality is under no obligation to use the payments described in this Section in any particular manner, provided, however, that the payments are reasonably related to the costs imposed upon the Municipality by the operation of the Marijuana Establishment.
6. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Company shall be required to pay the City a late payment penalty equal to five percent (5%) per month of such required payments.

#### **B. Additional Costs, Payments and Reimbursements**

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the City's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and reasonable fees generally applicable to other commercial developments in the City.
2. Traffic and Parking Study Peer Review: The Company agrees that they will conduct and submit traffic and parking study or studies regarding the proposed location. The studies will include an analysis of traffic generation, circulation, and off street parking demand to determine sufficient parking and optimum configuration for site ingress and egress. The studies will include an analysis of any temporary effects of opening in that particular location and shall include a contingency mitigation plan in the event that the temporary effects causes traffic or parking problems in that location. Those contingency plans may include such items as appointment only sale periods, leasing spaces in areas not directly adjacent to the location and providing shuttle service, hiring of detail officers or flag personnel, or other mitigation plans as may be approved by the city. The City may require a peer review of any such traffic and parking study or studies, and the Company agrees to pay for reasonable consulting fees to provide peer review of the traffic and/or parking studies. The company shall submit detailed plans to mitigate any traffic or parking problems that are foreseen either in the study done by the applicant or in the peer review, including temporary problems. Approval of the traffic and parking plans and the mitigation plans by the Mayor and Police Chief shall be required prior to

issuance of an occupancy permit or any other permits required by the city to the extent that this is allowed by law.

### **C. Annual Reporting for Host Community Impact Fees and Benefit Payments**

The Company shall submit annual sales report to the City within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the City, the Company shall provide the City with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the City to have its financial records examined and audited by an Independent Financial Auditor, the expense of which shall be borne by the City. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the City and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

1. Other Payments: Company anticipates that it will make annual purchases of water, sewer and other services from City agencies. Company will pay any and all fees associated with the local permitting and operation of the Marijuana Establishment.
2. Review: The Municipality and the Company will review the Annual Payment every twelve (12) months to ensure that the Annual Payment is reasonably related to the costs imposed upon the Municipality by the operation of the Marijuana Establishment.
3. Local Taxes: At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. The company shall also comply at all times with the collection and payment of the local option excise on the retail sales of marijuana for adult use as provided for by local and state law.



### III. Community Support and Additional Obligations

- A. The Company agrees to provide no less than 100 man hours annually to participate in community service activities including but not limited to; City-sponsored educational programs on public health and drug abuse prevention, senior assistance, community cleanup, veteran's assistance.
- B. Local Vendors - to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Marijuana Establishment. Company shall use good faith efforts to utilize vendors and/or contractors based in the City.
- C. Employment/Salaries - except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts to hire employees that are City residents.
- D. To the extent that this practice is allowed by Federal and State law, and except for senior management, the company agrees to pay the prevailing wage in the construction or remodeling of their facilities and in the operation of the facility.
- E. Company shall provide the Municipality with annual reports indicating the percentages of vendors and employees in accordance with paragraphs (B) and (C) above.
- F. The Company shall, at least annually, provide the Municipality with copies of all reports submitted to the CCC regarding operations at the Marijuana Establishment.
- G. The Company will work with the Municipality's Health Department to ensure that all Company products are tested to the satisfaction of the Municipality.

### IV. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

The Company shall also comply at all times with the collection and payment of the local option excise on the retail sales of marijuana for adult use as provided for by local and state law.

## **V. Security**

To the extent requested by the City's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, traffic and parking concerns, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the proposed Adult Use Retail Establishment, and with regard to any anti-diversion procedures.

To the extent requested by the Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

## **VI. Community Impact Hearing Concerns**

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed by the City and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

## **VII. Additional Obligations**

The obligations of the Company and the City recited herein are specifically contingent upon the Company obtaining a license for operation of an Adult Use Retail Marijuana Establishment in the City, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate an Adult Use Retail Marijuana Establishment in the City including a special permit.

This agreement does not affect, limit, or control the authority of City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Ordinances of the City, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Ordinances, and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the City, or to refrain from enforcement action against the Company and/or its proposed Facility for violation of the terms of said permits and approvals or said statutes, Ordinances, and regulations.

### **VIII. Re-Opener/Review**

The Company shall be required to provide to the City notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company enters into a Host Community Agreement for an Adult Use Retail Marijuana Establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the City pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the City equivalent to those provided to the other municipality.

### **IX. Support**

The City agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the City's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

### **X. Term and Termination**

This Agreement shall take effect on the day above written and executed, subject to the contingencies noted herein. This agreement shall continue in effect for five (5) years from the date of this Agreement. In the event Company no longer does business in the Municipality or in any way loses or has its license revoked by the State, this Agreement shall become null and void. The Municipality may terminate this Agreement at any time. Company shall not be required to cease operations at the termination of this Agreement.

In the event that the Cannabis Control Commission suspends, cancels or revokes the license of the company, the company shall cease operation.

### **XI. Successors/Assigns**

The Company shall not assign, sublet, or otherwise transfer this agreement in whole or in part, without the prior written consent from the City which consent shall not be unreasonably withheld or delayed, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the City and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the City. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the City of Haverhill nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or

entity for which the Company does not maintain a controlling equity interest (iv) any assignment for the benefit of creditors; and/or (v) any other assignment not approved in advance in writing by the City.

## **XII. Notices**

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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

To Licensee: 160 Main St, Amesbury MA 01913

## **XIII. Severability**

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the City would be substantially or materially prejudiced.

## **XIV. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

## **XV. Entire Agreement**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the City with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

## **XVI. Amendments/Waiver**

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

## **XVII. Headings**

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

### **XVIII. Counterparts**

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

### **XIX. Signatures**

Electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

### **XX. No Joint Venture**

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the City as joint ventures or partners.

### **XXI. Nullity**

This Agreement shall be null and void in the event that the Company does not locate an Adult Use Retail Establishment in the City or relocates the Facility out of the City, provided, however, that if the Company decides not to locate an Adult Use Retail Establishment in the City of Haverhill, the Company shall reimburse the City for reasonable fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the City, the Company agrees that an adjustment of Annual Payments due to the City hereunder shall be calculated based upon the period of occupation of the Facility in the City, but in no event shall the City be responsible for the return of any funds provided to it by the Company.

### **XXII. Indemnification**


The Company shall indemnify, defend, and hold the City of Haverhill harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the City, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the City's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the City, to reimburse the City for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

### **XXIII. Third-Parties**

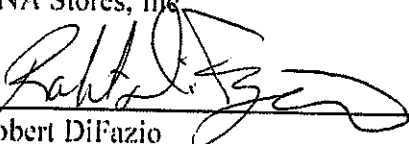
Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

City of Haverhill

  
\_\_\_\_\_  
James J. Fiorentini  
Mayor

CNA Stores, Inc

  
\_\_\_\_\_  
Robert DiFazio  
CEO

## Corporate Information Required for Business Entities

Responses to questions below must match information on file with the MA Secretary of State's office.

1. Exact legal name: CNA Stores, Inc.
2. Doing Business As, if any: \_\_\_\_\_
3. Date of filing with Secretary of State: 7-13-2018 State in which you are formed: MA
4. If not a MA business entity, date on which you were authorized to transact business in the State of MA  
\_\_\_\_\_
5. List the name, addresses and title of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS	TITLE	% OWNERSHIP
Robert DiFazio	6 Baker St, Amesbury MA 01913	CEO	51%
Billie R Haggard	100 Main St, Amesbury MA 01913	CFO	49%

(Stock ownership in non-publicly traded companies must add up to 100%.)

  
\_\_\_\_\_  
Signature of Duly Authorized Person

3/19/18  
\_\_\_\_\_  
Date

Robert DiFazio

# VICENTE SEDERBERG

BOSTON | DENVER | JACKSONVILLE | LOS ANGELES

LLC

2 SEAPORT LANE, 11<sup>TH</sup> FLOOR  
BOSTON, MA 02210  
TEL: 617.934.2121

March 28, 2019

Haverhill City Council  
c/o Barbara S. Arthur  
4 Summer Street Room 204  
Haverhill, MA 01830

RE: CNA Stores, Inc.'s Eligibility for Receipt of Certificate of Registration for a Retail Marijuana Establishment in the City of Haverhill

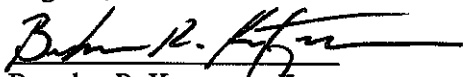
Dear City Council President Michitson:

Please be advised that Vicente Sederberg, LLC (the "**Firm**") represents CNA Stores, Inc. ("**CNA**") in connection with its application submission to the Cannabis Control Commission (the "**Commission**") for a Retail Marijuana Establishment in the City of Haverhill (the "**City**" or "**Haverhill**"). On July 25, 2018, CNA started its Retail Marijuana Establishment license application in the Massachusetts Cannabis Industry Portal (MassCIP) as evidenced by the email from the Commission enclosed as **Exhibit A**. Pending the Commission's review of the application materials, CNA and its owners/operators should be eligible to receive a certificate of registration for a Retail Marijuana Establishment in the City in accordance with the regulations adopted by the Commission.

Please do not hesitate to contact the Firm directly with any questions or if any additional documentation is required by the City Council for CNA to satisfy the §255-205(D) of the City's Zoning Ordinance.

Thank you for your attention to this matter.

Regards,



Brandon R. Kurtzman, Esq.

BRK/tc  
Enclosures  
Cc: Robert DiFazio



---

**To:** ROBERT DIFAZIO  
**Cc:** Timothy Callahan  
**Subject:** RE: Notification from the Cannabis Control Commission: License Application Started

**From:** [donotreply@mass.gov](mailto:donotreply@mass.gov) <[donotreply@mass.gov](mailto:donotreply@mass.gov)>

**Sent:** Wednesday, July 25, 2018 4:04 PM

**To:** ROBERT DIFAZIO <[rob@cnastores.com](mailto:rob@cnastores.com)>

**Subject:** Notification from the Cannabis Control Commission: License Application Started

7-25-2018

Application Number: MRN281744

Dear robert difazio:

Your application for a Marijuana Retailer license was started in the Massachusetts Cannabis Industry Portal (MassCIP). As each step in the license process is completed, you may receive a confirmation email.

Sincerely,  
The Cannabis Control Commission

*Complete application*

Marijuana Establishment (LME) Special Permit - Add to a project

Expiration Date

Active

**LME-19-2***8.11***Details**

Submitted on Apr 05, 2019 2:00 PM

**Attachments**

17 files

**Activity Feed**

Latest activity on Jun 25, 2019

**Applicant**

michael miglioni

**Location**

558 RIVER ST, Haverhill, MA 01832

**Timeline**

Add New ▼

- ☐ **LME Application Fee Payment**  
Paid Apr 5, 2019 at 2:01pm
- ☐ **Water/Sewer Bill Check**  
Completed Apr 5, 2019 at 2:41pm
- ☐ **Tax Check**  
Completed Apr 8, 2019 at 1:28pm
- ☐ **City Clerk Review**  
Completed Apr 8, 2019 at 1:35pm
- ☐ **Advisory Committee Approval - AD**  
Completed Apr 8, 2019 at 2:51pm
- ☐ **Advisory Committee Approval - BC**  
Completed Apr 8, 2019 at 2:52pm
- ☐ **Advisory Committee Approval - AH**  
Completed Apr 11, 2019 at 12:55pm
- ☐ **Advisory Committee Approval - RM**  
Completed Apr 11, 2019 at 12:55pm
- ☐ **Advisory Committee Approval - RT**  
Completed Apr 11, 2019 at 12:55pm

**Business Owner Information**

BEFORE BEGINNING THIS APPLICATION, YOU MUST CONTACT THE MAYOR'S OFFICE AT 978-374-2300 TO SCHEDULE A MEETING. AFTERWARD, YOU CAN PROCEED WITH THIS APPLICATION.

Describe Your Role in This Application *	Business Owner Name *	Business Owner Address *	
Attorney/Agent for Applicant	CNA STORES, INC	100 Main Street	
Business Owner City *	Business Owner State *	Business Owner Zip *	Business Owner Phone *
Amesbury	MA	01913	781-589-3192
Business Owner Email *	Security Record Number		
rob@cnastores.com	LMES-19-2		

### Applicant Information

ONLY COMPLETE THIS SECTION IF YOU ARE AN ATTORNEY OR AGENT REPRESENTING THE BUSINESS OWNER.

Name of Attorney/Agent Firm *	Attorney/Agent Address *	Attorney/Agent City *	Attorney/Agent State *
Michael Migliori	18 Essex Street	Haverhill	MA

Attorney/Agent Zip \*

01832

Is the Business Owner a Priority Applicant? \*

No

### Business Information

NB: Payment of Fees is required, but does not guarantee that a permit will be issued. The project must pass all required approvals first.

Name of Establishment *	Type of Establishment *	Business Structure *	Taxpayer Identification Number (TIN) *
CNA Stores, INC.	Retailer	Corporation	83-1233238
Company Website Address	Business Phone *	Is the Location Leased or Owner? *	
www.cnastores.com	781-589-3192	Leased	

# VICENTE SEDERBERG

BOSTON | DENVER | JACKSONVILLE | LOS ANGELES LLC

2 SEAPORT LANE, 11<sup>TH</sup> FLOOR  
BOSTON, MA 02210  
TEL: 617.934.2121

March 28, 2019

Haverhill City Council  
c/o Barbara S. Arthur  
4 Summer Street Room 204  
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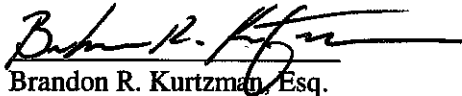
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Thank you for your attention to this matter.

Regards,



Brandon R. Kurtzman, Esq.

BRK/tc  
Enclosures  
Cc: Robert DiFazio

# EXHIBIT A

---

**To:** ROBERT DIFAZIO  
**Cc:** Timothy Callahan  
**Subject:** RE: Notification from the Cannabis Control Commission: License Application Started

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7-25-2018

Application Number: MRN281744

Dear robert difazio:

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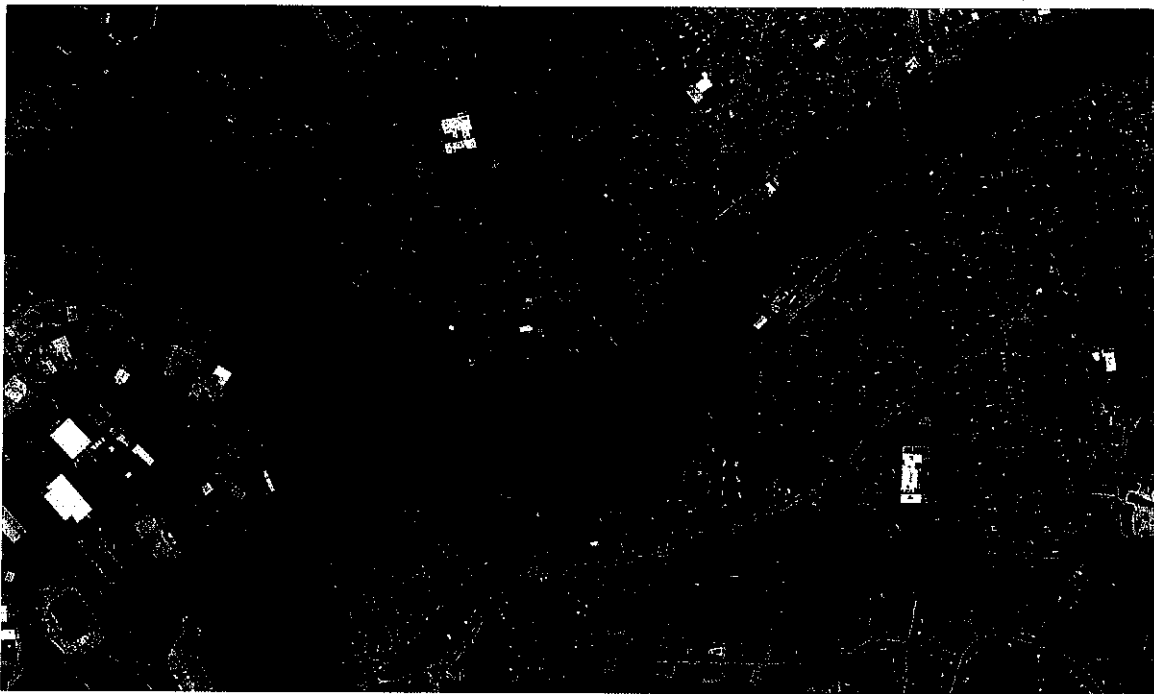
Sincerely,  
The Cannabis Control Commission



# Traffic Impact and Access Study

## Proposed Dispensary 558 River Street

Haverhill, MA



March 19, 2019

Prepared by:



600 Unicorn Park Drive  
Woburn, MA 01801

781-932-3201

[www.baysideengineering.com](http://www.baysideengineering.com)

Prepared for:

**CNA Stores, Inc.**



# TRAFFIC IMPACT AND ACCESS STUDY

## PROPOSED MARIJUANA DISPENSARY

558 RIVER STREET  
HAVERHILL, MASSACHUSETTS

*Prepared for:*

CNA Stores, Inc.

March 19, 2019

*Prepared by:*

Bayside Engineering  
600 Unicorn Park Drive  
Woburn, MA 01801

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## **SECTION 1: EXECUTIVE SUMMARY**

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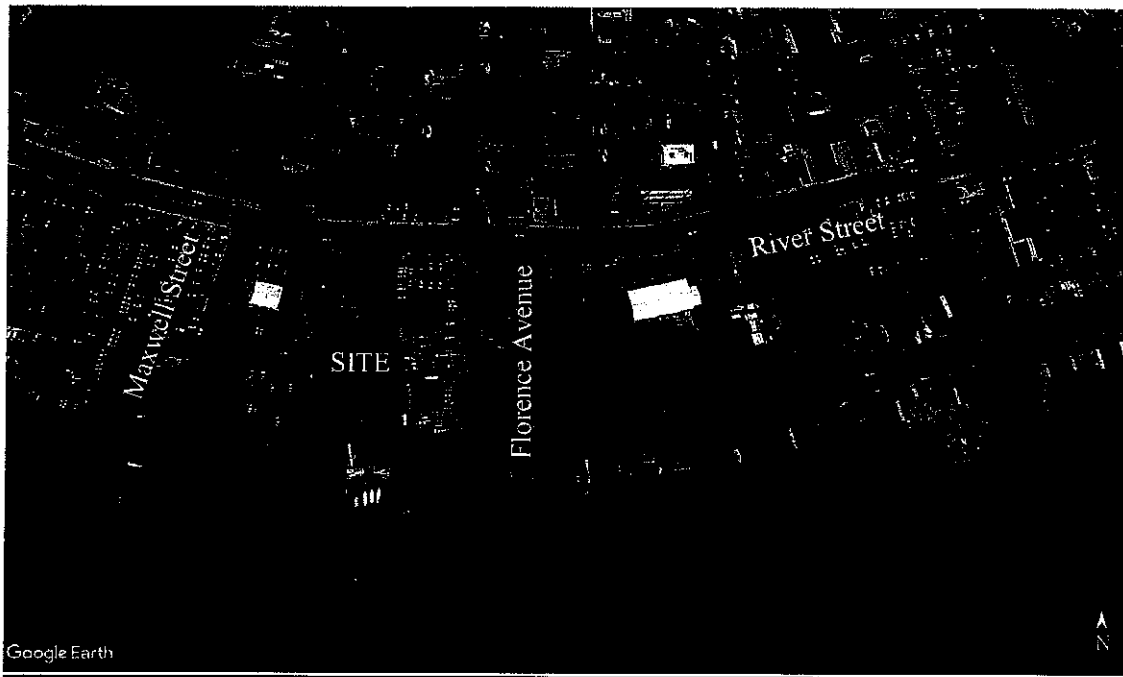
Bayside Engineering has prepared this study to assess the traffic impact and to evaluate the access requirements of a proposed marijuana dispensary to be located at 558 River Street (Route 110) in Haverhill, Massachusetts. The proposed marijuana dispensary will be located between Maxwell Street and Florence Avenue. The proposed dispensary will occupy approximately 3,965 square feet (sf) of space and have approximately 4,508 sf of storage space.

This report identifies existing traffic operating parameters on key roadways and intersections within the study area, evaluates the anticipated traffic volume increases as a result of the proposed project, analyzes the project's traffic-related impacts, determines the project's access/egress requirements and identifies appropriate mitigating measures designed to minimize the traffic-related impacts created by the project. The following provides a brief summary of the project and the study's findings.

### **PROJECT DESCRIPTION**

The site is located on the south side of River Street. Currently, the site consists of one (1) building that contains an estimated 29,000 sf of commercial space. Access is currently provided by way of a single driveway to River Street.

The current development proposal consists of the marijuana dispensary occupying 8,473 sf of space. Access would continue to be provided by way of the existing driveway to River Street. The dispensary will be open seven (7) days a week with hours of operation initially expected to be 11:00 AM to 9:00 PM Monday to Saturday and 12:00 noon to 6:00 PM on Sunday. There will be 15 to 20 employees (total) to cover the seven work days. This dispensary will operate on a 'by appointment only' basis, with appointments scheduled in 15 minute increments. Figure 1 shows the site location in relation to the surrounding area.



**Figure 1**  
**Site Location Map**

## **STUDY METHODOLOGY**

This study has been prepared in three stages. The first stage involved an assessment of existing conditions within the study area and included an inventory of roadway geometrics, pedestrian and bicycle facilities and public transportation services. Existing traffic counts were performed at the study area intersections.

In the second stage of the study, future traffic conditions were projected and analyzed. Specific travel demand forecasts for the project were assessed along with future traffic demands due to expected traffic growth independent of the proposed project. In accordance with Massachusetts Department of Transportation (MassDOT) and Executive Office of Environmental Affairs (EEA) guidelines, the year 2026 was selected as the basis for modeling future transportation impacts of the proposed development to reflect a seven-year planning horizon.

The third stage of the study presents and evaluates measures to address traffic issues, if any, and necessary improvements to accommodate the development.

## **STUDY AREA**

Roadway geometry and traffic control information was collected for the following intersections:

- River Street and Maxwell Street
- River Street and Florence Avenue
- River Street and existing site driveway

## **EXISTING CONDITIONS**

Evaluation of existing conditions within the study area includes a description of roadway geometrics, traffic constraints, land uses at the intersections, and quantification of traffic volumes.

### **Existing Traffic Volumes**

To establish base traffic conditions within the study area, manual turning movement and vehicle classification counts were obtained in March 2019. Peak-period turning movement counts were conducted during the weekday morning (7:00 to 9:00 AM), weekday evening (4:00 to 6:30 PM) and Saturday midday (10:30 AM to 1:30 PM) periods. Daily traffic counts were conducted on River Street for a two (2) day weekday period and a Saturday using automatic traffic recorders (ATR).

The traffic-volume data gathered as part of this study was collected during the month of March 2019. Data from the MassDOT was reviewed to determine the monthly variations of the traffic volumes. Based on the MassDOT data, March volumes are slightly lower than average month volumes. To represent average month conditions, the March data was adjusted upward by a factor of 1.057.

River Street was recorded to carry approximately 19,300 vehicles per day (vpd) east of Maxwell Street. During the weekday morning peak hour, approximately 1,280 vehicles per hour (vph) were recorded, and during the weekday evening peak hour, approximately 1,530 vph were recorded. On a Saturday, 17,100 vpd were recorded, with 1,322 vph during the Saturday midday peak hour.

### **Motor Vehicle Crash Data**

Motor vehicle crash data for the study area intersections and roadways were obtained from the Haverhill Police Department for 2014 through 2018 the most recent five-year period for which data is available. The motor vehicle crash data was reviewed to determine crash trends in the study area. Four (4) crashes have been reported during the five-year interval at the intersection of River Street and Maxwell Street and three (3) crashes were reported at the intersection of River Street and Florence Avenue. Of these crashes, four (4) were angle collisions, two (2) were rear-end collisions and one (1) was a

sideswipe collision. No injuries or fatalities were reported.

### **Public Transportation**

The Merrimack Valley Regional Transit Authority (MVRTA) was reviewed for available public transportation services. The MVRTA provides services to Washington Street just north of the River Street corridor through Haverhill. Bus Route 16 provides access from the Washington Square Transit Center in Haverhill to the Westgate Plaza in Haverhill. The closest bus stop to the project on the Route 16 bus line is located at the corner of Washington Street and Lowell Ave. Route 16 bus service is provided Monday through Friday from 5:50 AM to 6:35 PM, Saturday from 8:45 AM to 6:18 PM and Sunday from 9:05 AM to 4:48 PM.

## **PROBABLE IMPACTS OF THE PROJECT**

### **No-Build Traffic Volumes**

To determine the impact of site-generated traffic volumes generated by the project on the roadway network under future conditions, baseline traffic volumes in the study area were projected to the year 2026. Traffic volumes on the roadway network at that time, in the absence of the proposed project, would include existing traffic, new traffic due to general background traffic growth, and traffic related to specific developments by others expected to be completed by 2026. The Merrimack Valley Planning Commission was contacted to determine an appropriate growth rate. A one (1.0) percent compounded growth rate was used to develop future No-Build conditions.

Discussions with the City of Haverhill indicate that there is one project that has been identified that could impact traffic volumes on River Street. This is the in-fill of the previous Giovanni's Restaurant. The proposed new restaurant will consist of approximately 3,000 sf. Traffic from this project was included in the background projections.

### **Build Traffic Volumes**

Site generated traffic was based on trip-generation data published by the Institute of Transportation Engineers (ITE) in the *Trip Generation* manual<sup>1</sup>. The trip generation data for Land Use Code (LUC) 882 – Marijuana Dispensary and LUC 150 – Warehousing, published by the ITE were evaluated to determine the expected trip generation for the project's components.

On a typical weekday, the proposed marijuana dispensary is expected to generate 1,010 daily vehicle trips (505 vehicles entering and 505 vehicles exiting). During the weekday morning peak hour, 42 vehicle trips (24 vehicles entering and 18 vehicles exiting) are

---

<sup>1</sup> *Trip Generation*, Tenth Edition; Institute of Transportation Engineers; Main, DC; 2017.



expected. During the weekday evening peak hour, 87 vehicle trips (43 vehicles entering and 44 vehicles exiting) are expected.

On a Saturday, the proposed marijuana dispensary is expected to generate 1,028 daily vehicle trips (514 vehicles entering and 514 vehicles exiting). During the Saturday midday peak hour, 144 vehicle trips (72 vehicles entering and 72 vehicles exiting) are expected.

As indicated, the proposed dispensary will be by appointment only. It is expected that the average service time for a sale will take 15 minutes. With up to 5 customers being serviced at one time, the service rate would be 20 customers per hour, which is well less than the ITE projections.

## **TRAFFIC OPERATIONS ANALYSIS**

In order to assess the impacts of the proposed project on the roadway network, traffic operations analyses were performed at the study area intersections under 2019 Existing, 2026 No-Build and 2026 Build conditions. These analyses indicate that the proposed project will not result in a significant impact on traffic operations at the study area intersections over Build conditions.

## **RECOMMENDATIONS**

The capacity analyses performed for the unsignalized study area intersections indicate that overall, the intersections operate at good levels of service, with minor delays for the critical movements.

The Maxwell Street left-turn volume onto River Street at the intersection is less than 5 vehicles per hour during peak periods, with projected volume-to-capacity (v/c) ratios that will be well below 1.00. This indicates that there will be adequate capacity to accommodate the anticipated traffic volumes from Maxwell Street onto River Street.

The site driveway should continue to provide one entering and one exiting lane and should be placed under STOP sign control. Projected left and right-turns out of the site onto River Street are projected to be ninety-five (95) vehicles or less during the peak hours. Projected v/c ratios will be below 1.00. Left- and right-turns will be less than 43 vehicles per hour (based on the 'by appointment' projections) and actual intersection operations will be better than the ITE projections.

Vegetation or proposed landscaping along River Street in front of the site and within the layout should be maintained so as to maintain sight distances. Along the River Street frontage at the site driveway, it is recommended that no plantings occur within ten (10) feet of the travelled way to maintain sight lines.

## **SUMMARY**

Review of the proposed dispensary and access plan shows that in relation to roadway capacity, traffic safety, and traffic impacts upon the surrounding roadway network, the proposed project will meet safety standards and have a minimal impact on existing traffic conditions. With the proposed access, in conjunction with the mitigation measures described above and maintaining sight distances from the driveway (clear sight lines along frontage), safe and efficient access can be provided to the clientele of the proposed marijuana dispensary and to the motoring public in the area.

## **SECTION 2: EXISTING TRAFFIC CONDITIONS**

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### **STUDY AREA**

Roadway geometry and traffic control information was collected for the following location:

- River Street and Maxwell Street
- River Street and Florence Avenue
- River Street and existing site driveway

### **FIELD SURVEY**

A comprehensive field inventory of the proposed site was conducted in March 2019. The inventory included collection of existing roadway geometrics, traffic volumes, and safety data for the existing study area intersections and site access driveway locations. Traffic volumes were measured by means of automatic traffic recorder (ATR) counts and substantiated by manual turning movement counts (TMCs) conducted at the study area intersections.

### **GEOMETRICS**

Primary study area roadways are described below.

#### **Roadways**

##### **River Street (Route 110)**

River Street (Route 110) is a two-lane, Urban Minor Arterial under the jurisdiction of the Massachusetts Department of Transportation (MassDOT) (west of Florence Avenue) and the City of Haverhill (east of Florence Avenue). River Street traverses the study area in a

general east/west direction. Additional turn lanes are provided at major intersections. Travel lanes are generally separated by a double yellow centerline. Marked shoulders are also provided. The posted speed limit on River Street in the vicinity of the site is 30 miles per hour (mph). West of Maxwell Street, the posted speed limit is 45 mph. Land use along River Street in the study area is primarily commercial.

## **Intersections**

### **River Street and Maxwell Street**

River Street forms the east and west legs of this four (4) legged unsignalized intersection with Maxwell Street (north and south legs). River Street, west of the intersection provides one twelve (12) foot wide lane per direction with shoulders varying in width from eight (8) to twelve (12) feet. River Street, east of the intersection provides one twenty-three (23) foot wide westbound and a twenty-five (25) foot wide eastbound lane. There are no marked shoulders east of Maxwell Street. Both lanes were observed to be used as single lanes. The Maxwell Street northbound approach consists of twelve (12) foot wide single lane permitting all movements. The Maxwell Street southbound approach also consists of twelve (12) foot wide single lane permitting all movements. Sidewalks exist along both sides of River Street west of the intersection and along the west side of Maxwell Street. Crosswalks exist across the Maxwell Street southbound approach and across the River Street eastbound approach to the intersection. Both Maxwell Street approaches operate under STOP control. Land use in the vicinity consists of residential homes (north of River Street), the Jaffarian Volvo car dealership on the southwest corner and an autorepair building on the southeast corner.

### **River Street and Florence Avenue**

River Street forms the east and west legs of this four (4) legged unsignalized intersection with Florence Avenue (north and south legs). River Street, east or west of the intersection provides one twenty-one (21) foot wide westbound lane and one twenty-one (21) foot wide eastbound lane. There are no marked shoulders east or west of Florence Avenue. Both lanes were observed to be used as single lanes. The Florence Avenue northbound approach consists of a twelve (12) foot wide single lane permitting all movements. The Florence Avenue southbound approach also consists of a twelve (12) foot wide single lane permitting all movements. Sidewalks exist along both sides of River Street east of the intersection, along the north side of River Street west of the intersection and along the east side of Florence Avenue, north of River Street. Both Florence Avenue approaches operate under STOP control. Land use in the vicinity consists of residential homes (north of River Street and on the southeast corner) and a car dealership on the southwest corner of the intersection.

### **River Street and Site Driveway**

River Street forms the east and west legs of this three (3) legged unsignalized intersection with the existing site driveway (south leg). The River Street eastbound and westbound

approaches each consist of a single lane lane, approximately twenty-one (21) feet wide permitting left or right-turn movements. The site driveway approach consists of a single lane permitting left or right-turn movements. The site driveway operates under STOP control. Land use at the intersection consists of the existing site and commercial uses across the street.

## **TRAFFIC VOLUMES**

### **Existing Traffic Volumes**

To establish base traffic conditions within the study area, manual turning movement and vehicle classification counts were obtained in March 2019. Peak-period turning movement counts were conducted during the weekday morning peak period (7:00 to 9:00 AM), weekday evening period (4:00 to 6:30 PM) and Saturday midday period (10:30 to 1:30 PM) at the following intersection:

- River Street and Maxwell Street
- River Street and Florence Avenue
- River Street and existing site driveway

Daily traffic counts were conducted on River Street for a two (2) day weekday period and a Saturday using automatic traffic recorders (ATR). The ATR counts were obtained in March 2019.

Analysis of the peak-period traffic counts indicated that the weekday morning commuter peak hour generally occurs between 8:00 AM and 9:00 AM and the weekday evening commuter peak hour generally occurs between 4:15 PM and 5:15 PM. The Saturday midday peak hour generally occurs between 11:30 AM and 12:30 PM. The traffic count worksheets are provided in the Appendix.

### **Seasonal Adjustment**

The manual turning movement traffic-volume data gathered as part of this study was collected during the month of March 2019. Data from the MassDOT was reviewed to determine the monthly variations of the traffic volumes. The traffic data showed March volumes to be slightly lower than average month conditions. Therefore, the March traffic volumes were adjusted upward by a factor of 1.057 to represent average month conditions. The 2019 Existing weekday daily and peak-hour traffic volumes for average-month conditions are summarized below in Table 1. The 2019 Existing Saturday daily and peak-hour traffic volumes for average-month conditions are summarized below in Table 2. The 2019 Existing peak hour traffic flow networks are shown graphically on Figures 2 and 3 for the weekday morning, weekday evening and Saturday midday peak hours. The seasonal worksheets are provided in the Appendix.

**TABLE 1**  
**EXISTING WEEKDAY TRAFFIC-VOLUME SUMMARY<sup>a</sup>**

Location	Weekday Traffic Volume <sup>b</sup>	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
		Traffic Volume <sup>c</sup>	K Factor <sup>d</sup>	Directional Distribution <sup>e</sup>	Traffic Volume	K Factor	Directional Distribution
River Street, east of Maxwell Street	19,300	1,280	6.6	52.1% EB	1,530	7.9	50.3% WB

<sup>a</sup>Two-way traffic volume

<sup>b</sup>Daily traffic expressed in vehicles per day.

<sup>c</sup>Expressed in vehicles per hour.

<sup>d</sup>Percent of daily traffic volumes which occurs during the peak hour.

<sup>e</sup>Percent of peak-hour volume in the predominant direction of travel.

NB = northbound; SB = southbound; EB = eastbound; WB = westbound.

River Street was recorded to carry approximately 19,300 vehicles per day (vpd) east of Maxwell Street on a weekday. During the weekday morning peak hour, approximately 1,280 vehicles per hour (vph) were recorded, and during the weekday evening peak hour, approximately 1,530 vph were recorded.

**TABLE 2**  
**EXISTING SATURDAY TRAFFIC-VOLUME SUMMARY<sup>a</sup>**

Location	Weekday Traffic Volume <sup>b</sup>	Saturday Midday Peak Hour		
		Traffic Volume <sup>c</sup>	K Factor <sup>d</sup>	Directional Distribution <sup>e</sup>
River Street, east of Maxwell Street	17,100	1,322	7.7	52.2% WB

<sup>a</sup>Two-way traffic volume

<sup>b</sup>Daily traffic expressed in vehicles per day.

<sup>c</sup>Expressed in vehicles per hour.

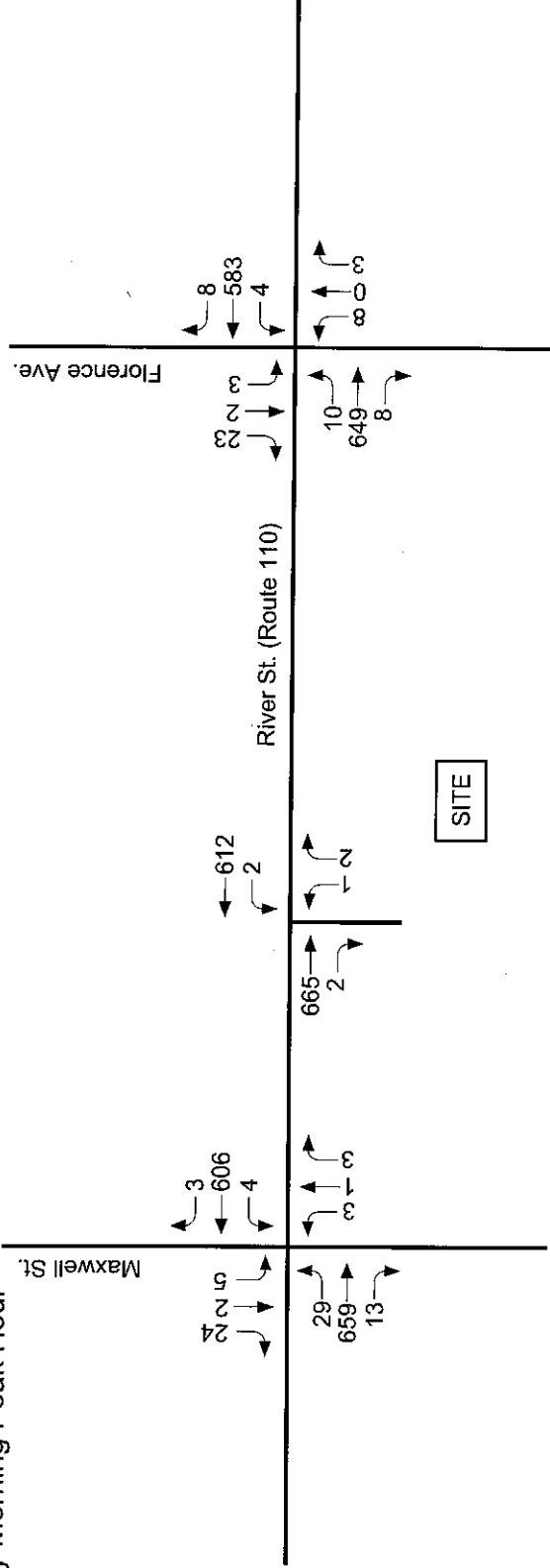
<sup>d</sup>Percent of daily traffic volumes which occurs during the peak hour.

<sup>e</sup>Percent of peak-hour volume in the predominant direction of travel.

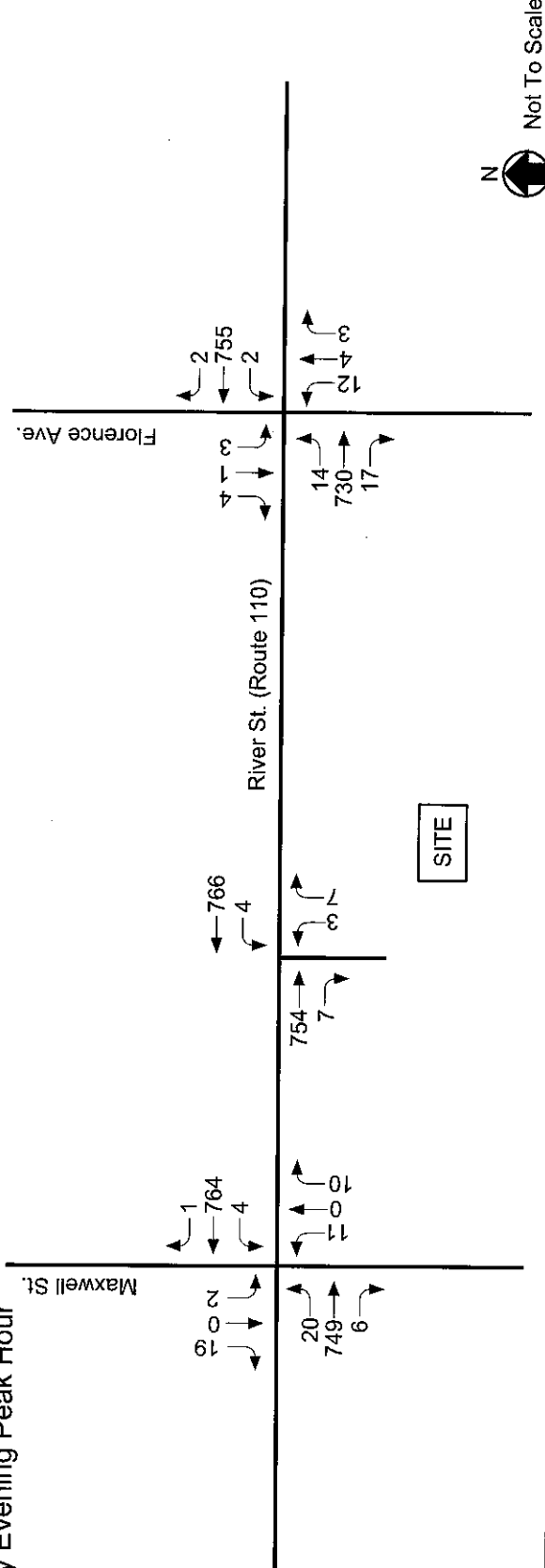
NB = northbound; SB = southbound; EB = eastbound; WB = westbound.

River Street was recorded to carry approximately 17,100 vpd east of Maxwell Street on a Saturday. During the Saturday midday peak hour, approximately 1,322 vph were recorded.

# Weekday Morning Peak Hour



# Weekday Evening Peak Hour



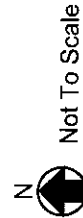
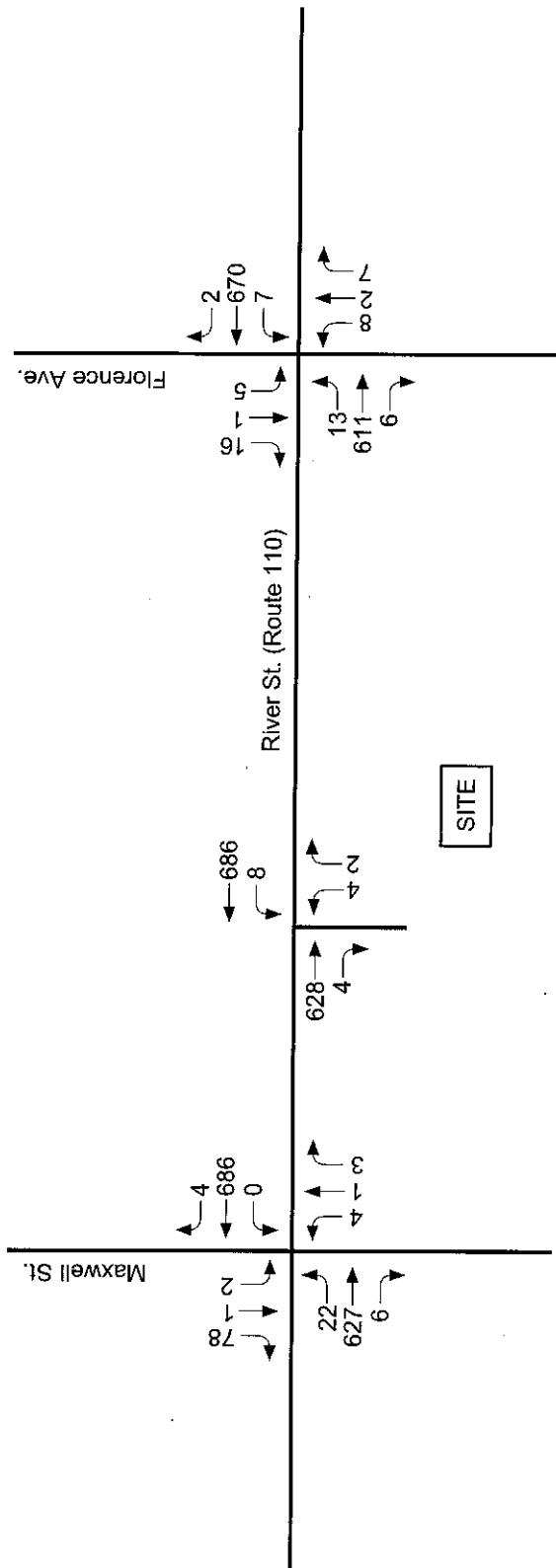
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Figure 2  
2019 Existing  
Peak Hour Traffic Volumes

Saturday Midday Peak Hour



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Figure 3  
2019 Existing  
Peak Hour Traffic Volumes



## VEHICLE SPEEDS

Existing speed data for River Street was also collected using the ATR. The posted speed limit on River Street is 30 miles per hour (mph) in the site vicinity and 45 mph west of Maxwell Street. The speed data is summarized in Table 3.

**TABLE 3**  
**OBSERVED VEHICLE SPEEDS**

Direction	Posted Speed Limit (mph)	Average Observed Speed <sup>a</sup> (mph)	85 <sup>th</sup> Percentile Speed (mph)
River Street Westbound	30	37	41
River Street Eastbound	30	34	38

<sup>a</sup>Based on speed data compiled on March 7 through March 9, 2019, east of Maxwell Street.

As shown in Table 3, the average speed of vehicles travelling westbound or eastbound on River Street was found to be 37 to 34 mph, respectively. The 85<sup>th</sup> percentile speed was found to be 41 mph for westbound vehicles and 38 mph for eastbound vehicles. The 85<sup>th</sup> percentile speed is the speed at which sight distances are typically evaluated.

## MOTOR VEHICLE CRASH DATA

Motor vehicle crash data for the study area intersections and roadways were obtained from the Haverhill Police Department for 2014 through 2018 the most recent five-year period for which data is available. The motor vehicle crash data was reviewed to determine crash trends in the study area. Four (4) crashes have been reported during the five-year interval at the intersection of River Street and Maxwell Street and three (3) crashes were reported at the intersection of River Street and Florence Avenue. Of these crashes, four (4) were angle collisions, two (2) were rear-end collisions and one (1) was a sideswipe collision. No injuries or fatalities were reported. The crash data is summarized in Table 4 and graphically on Figure 4. The crash data is included in the Appendix.

**TABLE 4**  
**MOTOR VEHICLE CRASH DATA SUMMARY<sup>a</sup>**

Scenario	Location	
	River Street/ Florence Avenue	River Street/ Maxwell Street
<i>Year<sup>b</sup>:</i>		
2014	2	1
2015	1	0
2016	0	3
2017	0	0
2018	0	0
Total	3	4
Average <sup>b</sup>	0.60	0.80
Crash Rate <sup>c</sup>	0.08	0.11
Significant <sup>d</sup>	No	No
<i>Type:</i>		
Angle	2	2
Rear-End	1	1
Sideswipe	0	1
Pedestrian	0	0
Bicycle	0	0
Single Vehicle Crash	0	0
Unknown	0	0
Total	3	4
<i>Time of Day:</i>		
Morning (7:00 to 9:00 AM)	1	0
Evening (4:00 to 6:00 PM)	0	1
Remainder of Day	2	3
Total	3	4
<i>Pavement Conditions:</i>		
Dry	1	3
Wet	0	0
Snow/Ice/Slush	2	0
Unknown	0	1
Total	3	4
<i>Severity:</i>		
Property Damage Only	3	4
Personal Injury	0	0
Fatal Accident	0	0
Unknown	0	0
Total	3	4

<sup>a</sup>Source: Haverhill Police Department.

<sup>b</sup>Average crashes over analysis period.

<sup>c</sup>Crash rate per million entering vehicles (mev).

<sup>d</sup>Signalized intersections are significant if rate >0.76 crashes per million vehicles, and unsignalized intersections are significant if rate >0.58 crashes per million vehicles.

## **PUBLIC TRANSPORTATION**

The Merrimack Valley Regional Transit Authority (MVRTA) was reviewed for available public transportation services. The MVRTA provides services to Washington Street just north of the River Street corridor through Haverhill. Bus Route 16 provides access from the Washington Square Transit Center in Haverhill to the Westgate Plaza in Haverhill. The closest bus stop to the Project on the Route 16 bus line is located at the corner of Washington Street and Lowell Ave. Route 16 bus service is provided Monday through Friday from 5:50 AM to 6:35 PM, Saturday from 8:45 AM to 6:18 PM and Sunday from 9:05 AM to 4:48 PM. The MVRTA schedule information is included in the Appendix.

## **PLANNED ROADWAY IMPROVEMENTS**

Officials for MassDOT and the City of Haverhill were contacted regarding roadway improvements planned for the study area intersections. No improvements are currently planned.

## **SECTION 3:**

### **2026 NO-BUILD AND BUILD TRAFFIC CONDITIONS**

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To determine the impact of site-generated traffic volumes on the roadway network under future conditions, baseline traffic volumes in the study area were projected to the year 2026. Traffic volumes on the roadway network at that time, in the absence of the proposed project, would include existing traffic, new traffic due to general background traffic growth, and traffic related to specific developments by others expected to be completed by 2026. Consideration of these factors resulted in the development of 2026 No-Build traffic volumes. Anticipated site-generated traffic volumes were then superimposed upon these No-Build traffic flow networks to develop 2026 Build conditions.

#### **2026 NO-BUILD TRAFFIC VOLUMES**

Traffic growth on area roadways is a function of the expected land development in the immediate area as well as the surrounding region. Several methods can be used to estimate this growth. A procedure frequently employed estimates an annual percentage increase in traffic growth and applies that percentage to all traffic volumes under study. The drawback to such a procedure is that some turning volumes may actually grow at either a higher or a lower rate at particular intersections.

An alternative procedure identifies the location and type of planned development, estimates the traffic to be generated, and assigns it to the area roadway network. This produces a more realistic estimate of growth for local traffic. However, the drawback of this procedure is that the potential growth in population and development external to the study area would not be accounted for in the traffic projections.

To provide a conservative analysis framework, both procedures were used.

### **Background Traffic Growth**

To determine the impact of site-generated traffic volumes generated by the project on the roadway network under future conditions, baseline traffic volumes in the study area were projected to the year 2026. Traffic volumes on the roadway network at that time, in the absence of the proposed project, would include existing traffic, new traffic due to general background traffic growth, and traffic related to specific developments by others expected to be completed by 2026. The Merrimack Valley Planning Commission (MVPC) was contacted to determine an appropriate growth rate. The MVPC indicated that a growth rate of 0.79 percent would be appropriate. To be conservative, a one (1.0) percent compounded growth rate was used to develop future No-Build conditions.

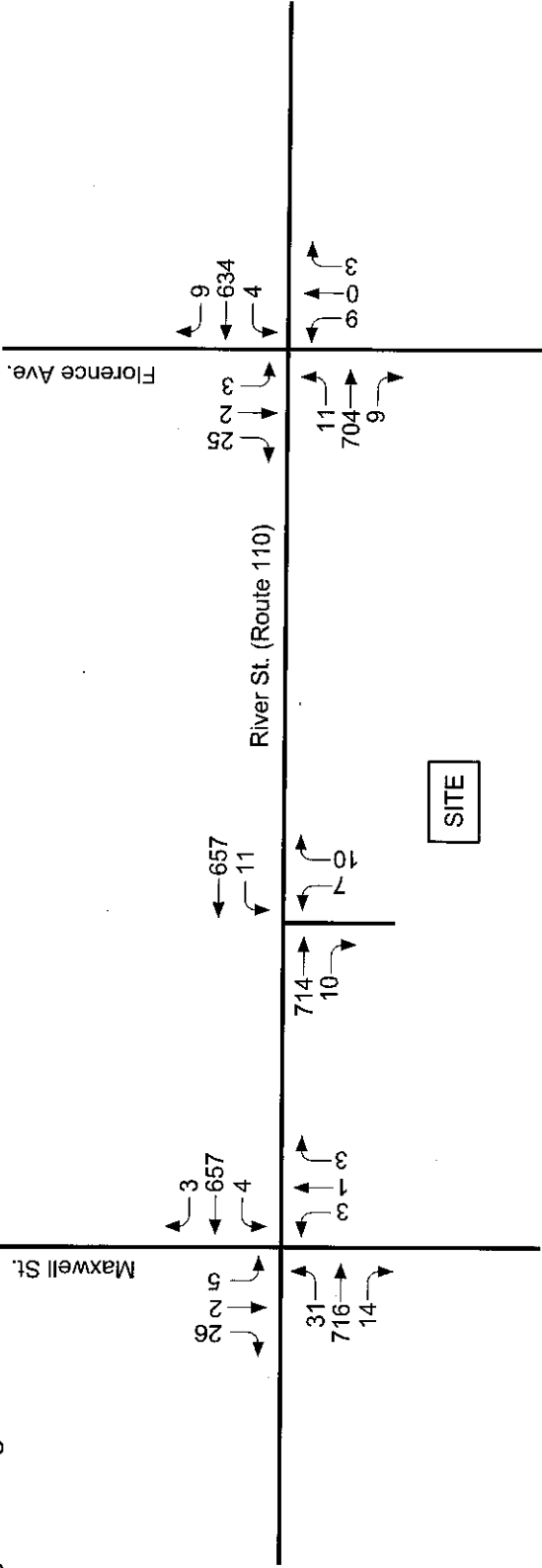
### **Specific Development by Others**

Traffic volumes generated by the specific local developments by others were included in the 2026 No-Build condition. The City of Haverhill was contacted to identify specific planned developments. Based on these discussions, there is one potential project, at this time, that has been identified that could impact traffic volumes on River Street (Route 110). This is the in-fill of the previous Giovanni's Restaurant. The proposed new restaurant will consist of approximately 3,000 sf. Traffic was estimated for this in-fill and included in the background projections.

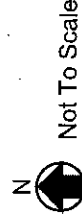
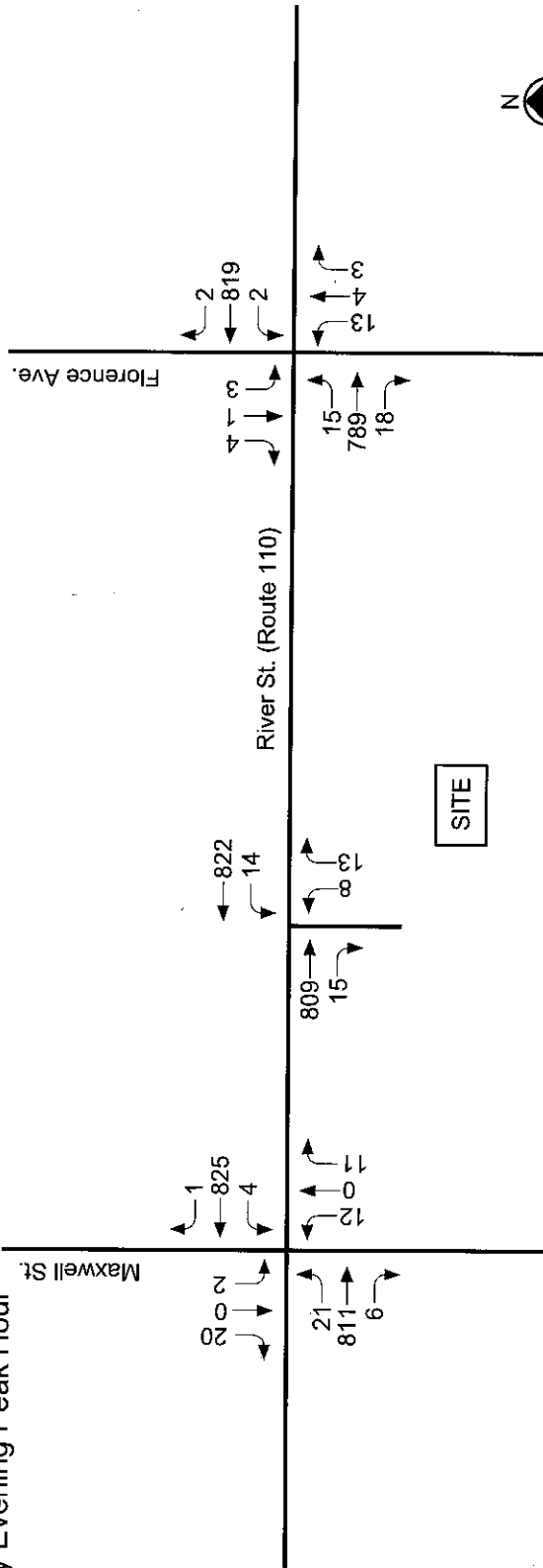
### **No-Build Condition Traffic Volumes**

The 2026 No-Build weekday morning, weekday evening and Saturday midday peak-hour traffic volumes were developed by applying a compounded one (1.0) percent annual growth rate to the 2019 Existing peak-hour traffic volumes and adding traffic from the identified background project. Figures 5 and 6 show the projected 2026 No-Build peak hour traffic volumes for the weekday morning, weekday evening and Saturday midday peak-hour conditions.

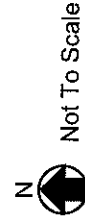
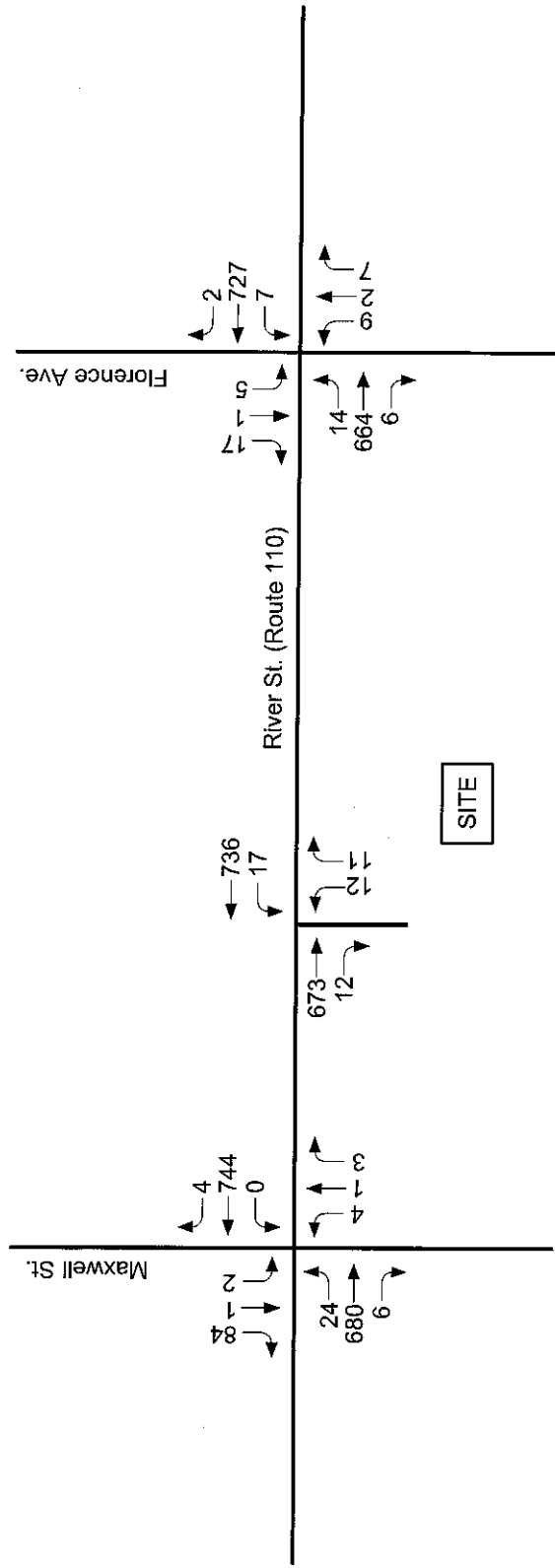
# Weekday Morning Peak Hour



# Weekday Evening Peak Hour



# Saturday Midday Peak Hour



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Figure 6

2026 No-Build  
 Peak Hour Traffic Volumes

Proposed Dispensary  
 Haverhill, MA

## **FUTURE 2026 BUILD CONDITIONS**

### **Project Description**

The current development proposal consists of the marijuana dispensary occupying 3,965 sf of dispensary space and 4,508 sf of storage space to be located at 558 River Street. Access would continue to be provided by way of the existing driveway to River Street. The dispensary will be open seven (7) days a week with hours of operation initially expected to be 11:00 AM to 9:00 PM Monday to Saturday and 12:00 noon to 6:00 PM on Sunday. There will be 15 to 20 employees (total) to cover the seven work days. This dispensary will operate on a 'by appointment only' basis, with appointments scheduled in 15 minute increments.

### **Site Traffic Generation**

Site generated traffic was based on trip-generation data published by the Institute of Transportation Engineers (ITE) in the *Trip Generation* manual<sup>2</sup>. The trip generation data for Land Use Code (LUC) 882 – Marijuana Dispensary and LUC 150 – Warehousing, published by the ITE were evaluated to determine the expected trip generation for the project's components. The expected trip generation is summarized in Table 5 and the trip generation worksheets are included in the Appendix.

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<sup>2</sup>*Trip Generation*, Tenth Edition; Institute of Transportation Engineers; Main, DC; 2017.



**TABLE 5**  
**PROPOSED DISPENSARY TRIP-GENERATION SUMMARY**

	Proposed Dispensary Trips <sup>a</sup>	Proposed Storage Trips <sup>b</sup>	Total
Average Weekday Daily Traffic	1,002	8	1,010
<i>Weekday Morning Peak Hour:</i>			
Entering	23	1	24
<u>Exiting</u>	<u>18</u>	<u>0</u>	<u>18</u>
TOTAL	41	1	42
<i>Weekday Evening Peak Hour:</i>			
Entering	43	0	43
<u>Exiting</u>	<u>43</u>	<u>1</u>	<u>44</u>
Total	86	1	87
Average Saturday Daily Traffic	1,028	0	1,028
<i>Saturday Midday Peak Hour:</i>			
Entering	72	0	72
<u>Exiting</u>	<u>72</u>	<u>0</u>	<u>72</u>
Total	144	0	144

<sup>a</sup>Based on LUC 882 – Marijuana Dispensary; 3,965 sf

<sup>b</sup>Based on LUC 150 – Warehousing; 4,508 sf

On a typical weekday, the proposed marijuana dispensary is expected to generate 1,010 daily vehicle trips (505 vehicles entering and 505 vehicles exiting). During the weekday morning peak hour, 42 vehicle trips (24 vehicles entering and 18 vehicles exiting) are expected. During the weekday evening peak hour, 87 vehicle trips (43 vehicles entering and 44 vehicles exiting) are expected.

On a Saturday, the proposed marijuana dispensary is expected to generate 1,028 daily vehicle trips (514 vehicles entering and 514 vehicles exiting). During the Saturday midday peak hour, 144 vehicle trips (72 vehicles entering and 72 vehicles exiting) are expected.

As indicated, the proposed dispensary will be by appointment only. It is expected that the average service time for a sale will take 15 minutes. With up to 5 customers being serviced at one time, the service rate would be 20 customers per hour, which is well less than the ITE projections.

### **Trip Distribution**

The directional distribution of the vehicular traffic approaching and departing the site is a function of population densities, the location of employment, existing travel patterns, similar uses, and the efficiency of the existing roadway system. Table 6 summarizes the expected trip distribution for the project.

**TABLE 6**  
**PROPOSED TRIP DISTRIBUTION**

Route	Direction	Percent of Marijuana Dispensary Trips
River Street	East	52
River Street	West	44
Florence Street	North	2
Maxwell Street	North	<u>2</u>
TOTAL		100

### **Future Traffic Volumes - Build Condition**

The site-generated traffic was distributed within the study area according to the percentages summarized in Table 6 and are graphically presented in Figure 7. The site generated volumes are graphically presented in Figures 8 and 9. The site generated volumes were superimposed onto the 2026 No-Build traffic volumes to represent the 2026 Build traffic-volume conditions. The anticipated 2026 Build weekday morning and weekday evening traffic volumes are graphically presented in Figures 10 and 11. These volumes were used as the basis for all analysis as well as to identify potential mitigation measures to ameliorate the project's impacts.

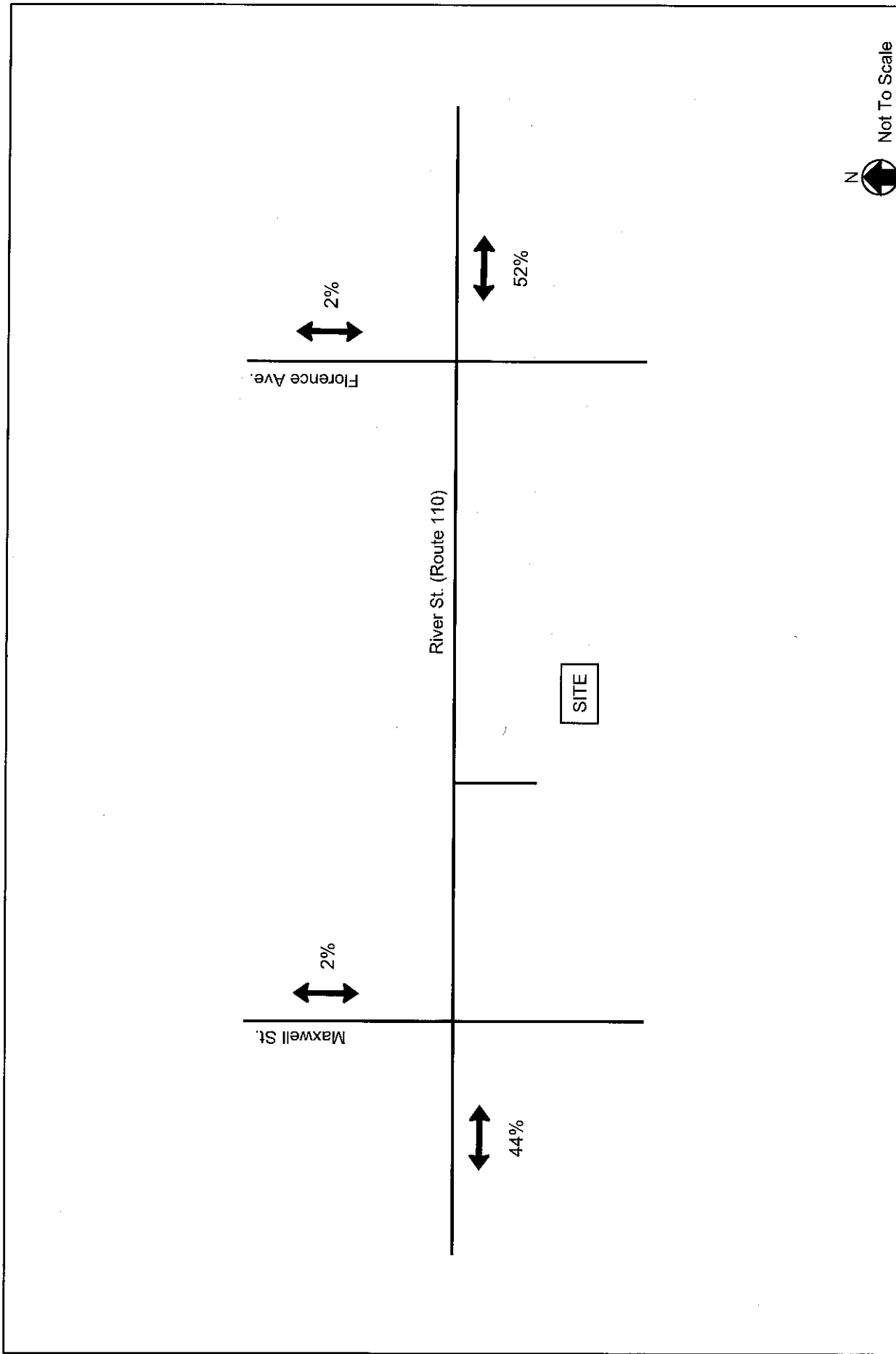
A summary of 2026 peak-hour projected traffic-volume changes in the site vicinity are shown in Table 7. These volumes are based on the expected increases from the site traffic generation.

**TABLE 7**  
**TRAFFIC-VOLUME INCREASES<sup>a</sup>**

Location/Peak Hour	2026 No-Build	2026 Build	Volume Increase over No-Build	Percent Increase over No-Build
<b><i>River Street, East of Site</i></b>				
Weekday Morning	1392	1415	23	1.7%
Weekday Evening	1658	1705	47	2.8%
Saturday MIDDAY	1437	1515	78	5.4%
<b><i>River Street, West of Site</i></b>				
Weekday Morning	1388	1407	19	1.4%
Weekday Evening	1654	1694	40	2.4%
Saturday MIDDAY	1433	1499	66	4.6%

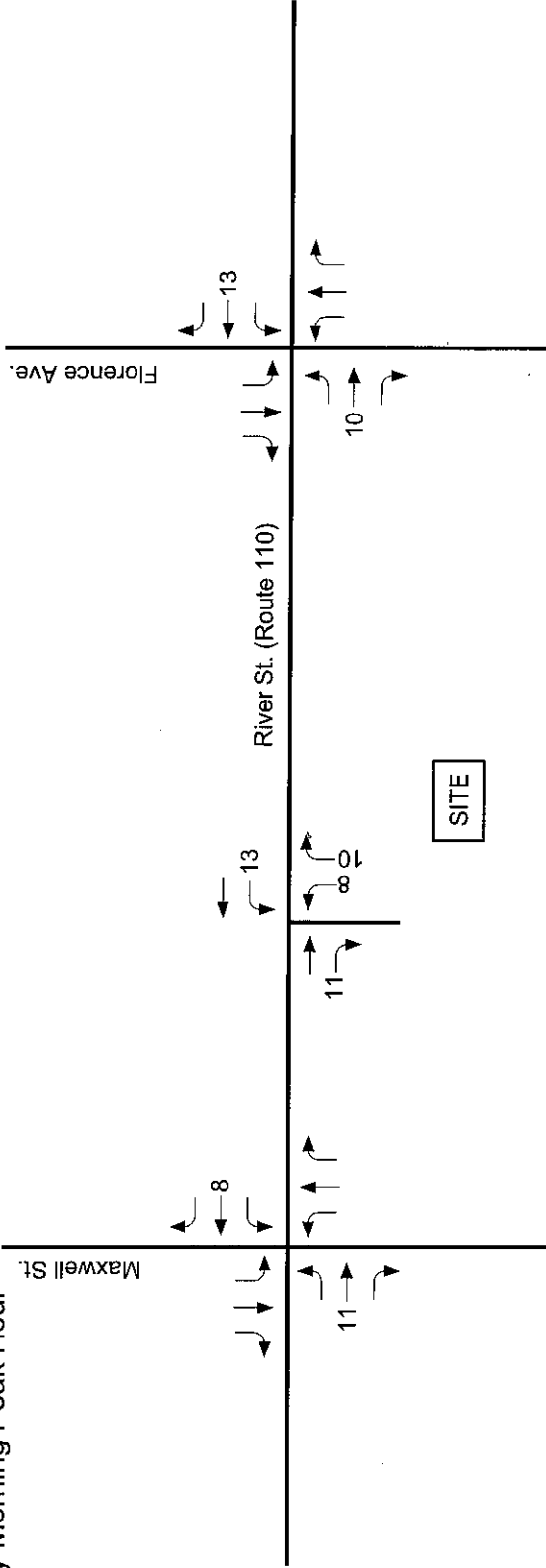
<sup>a</sup>All volumes are vehicles per hour, total of both directions.

As shown in Table 7, project-related increases are in the range of 19 to 78 bi-directional vehicles during the peak hours. This is approximately equivalent to one additional vehicle every two minutes or less per direction on average during the peak hours.



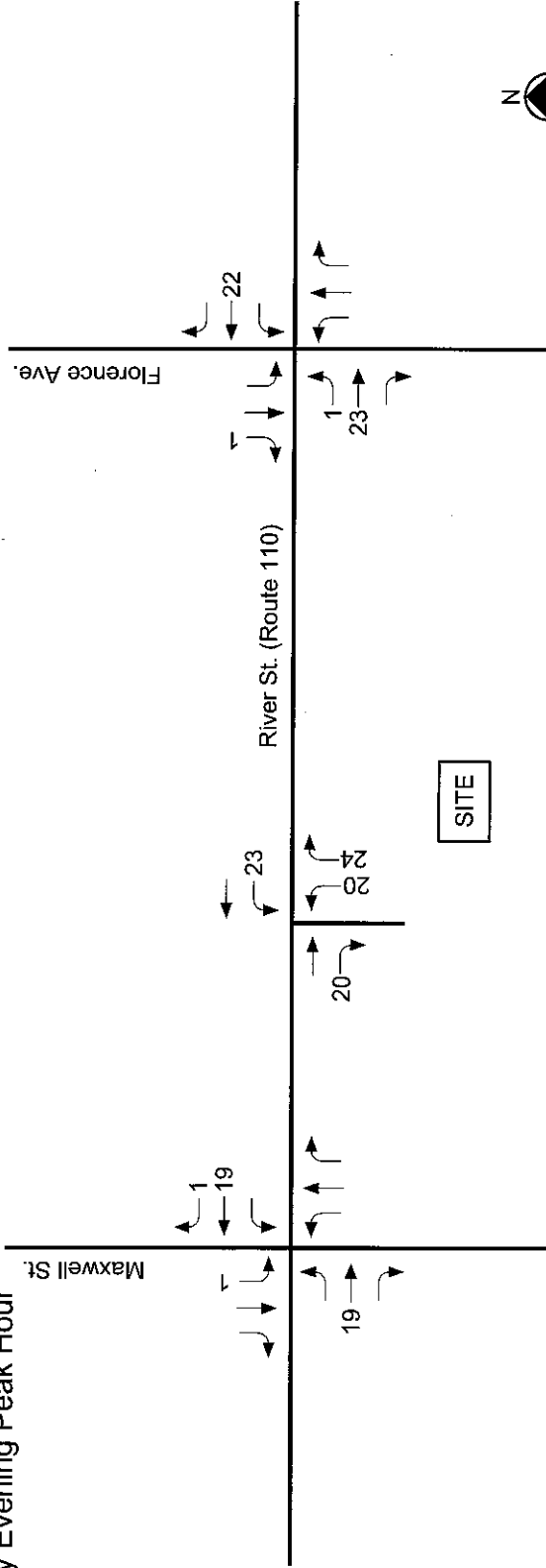
# Weekday Morning Peak Hour

In 24  
Out 18  
Total 42



# Weekday Evening Peak Hour

In 43  
Out 44  
Total 87



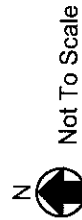
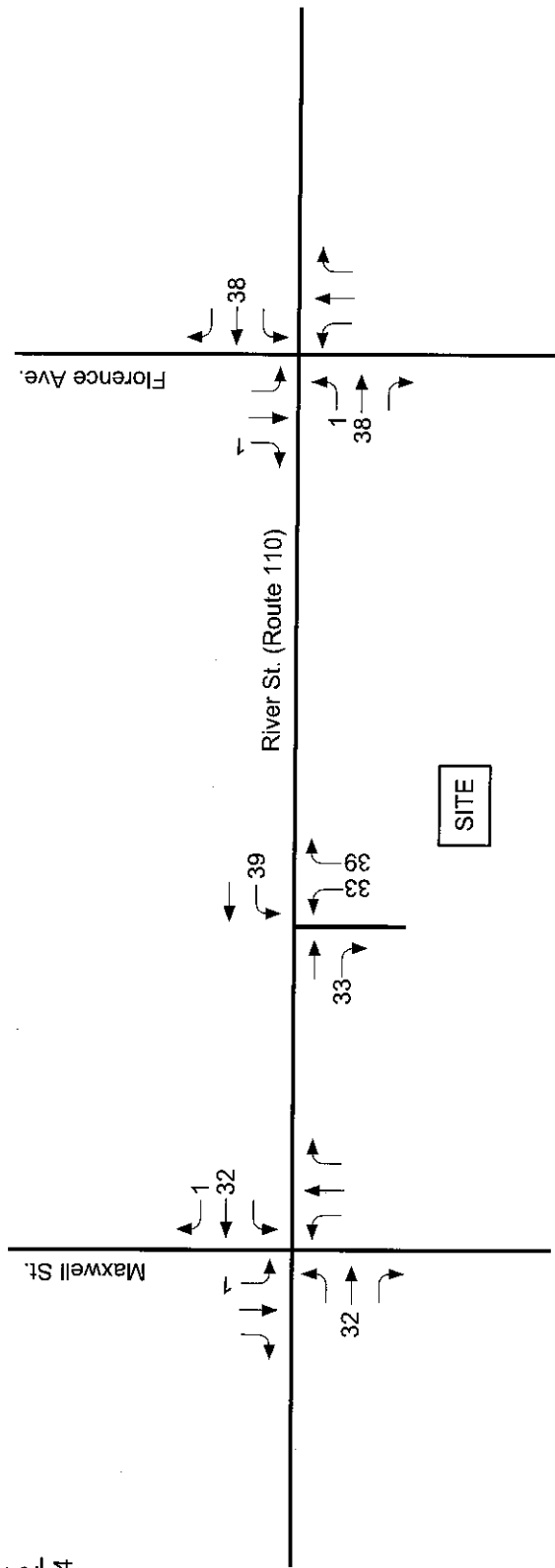
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Proposed Dispensary  
Haverhill, MA

Figure 8  
Site Generated  
Peak Hour Traffic Volumes

# Saturday Midday Peak Hour

In 72  
Out 72  
Total 144



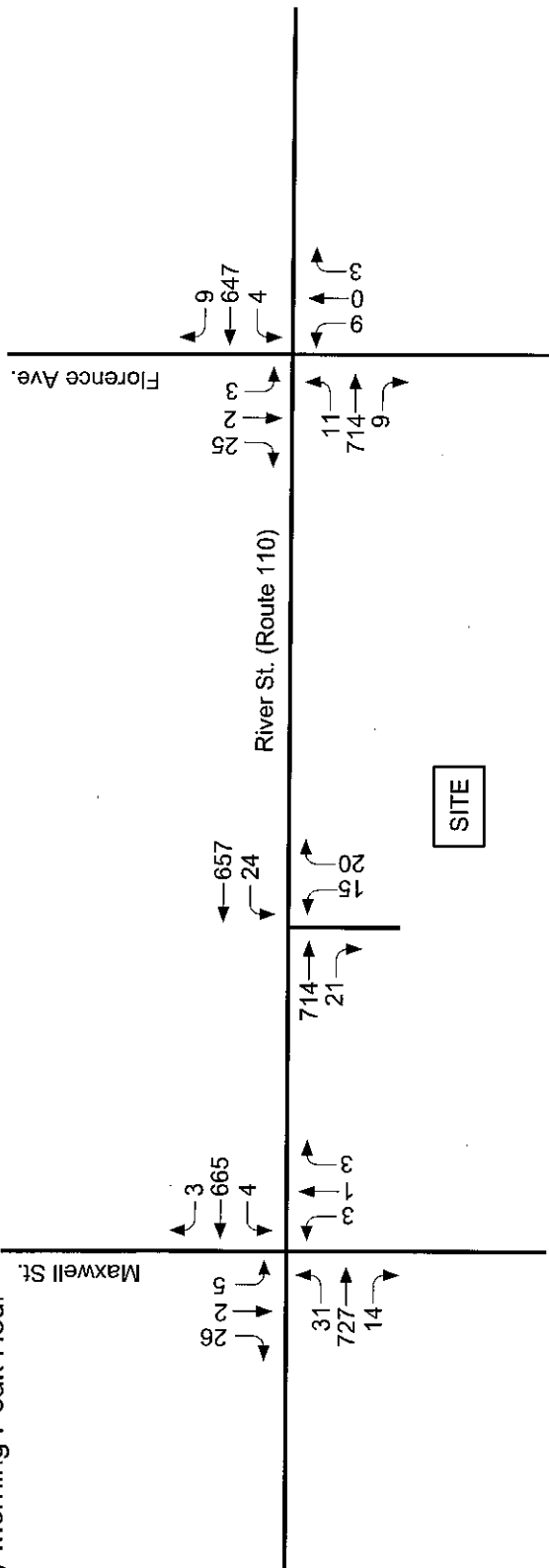
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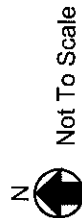
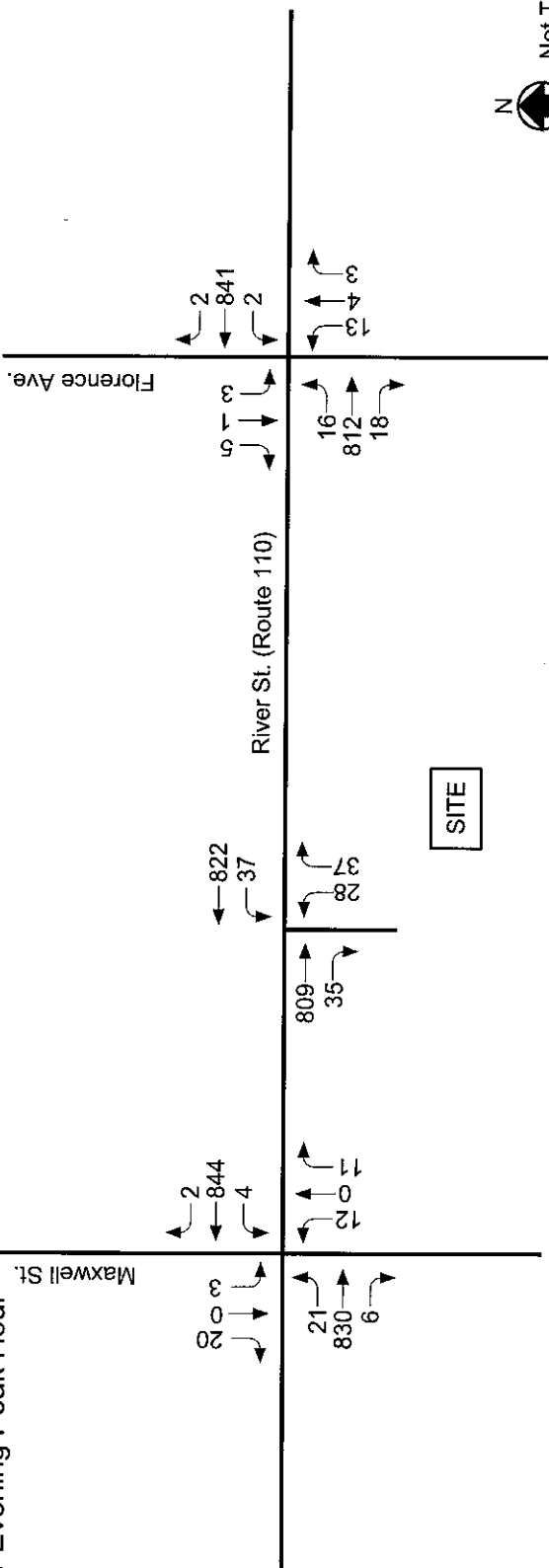
Figure 9

Site Generated  
Peak Hour Traffic Volumes

# Weekday Morning Peak Hour



# Weekday Evening Peak Hour



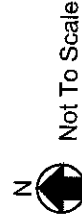
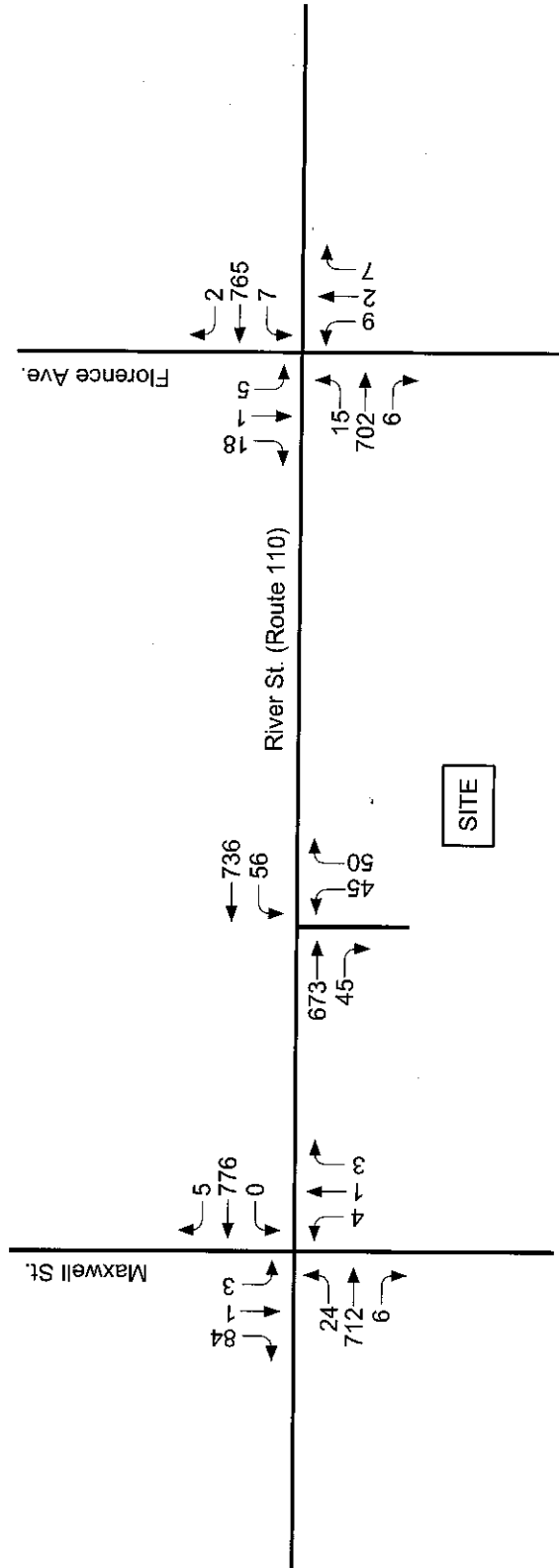
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Proposed Dispensary  
 Haverhill, MA

Figure 10

2026 Build  
 Peak Hour Traffic Volumes

Saturday Midday Peak Hour





## SECTION 4: CAPACITY ANALYSIS

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To assess intersection operations, capacity analyses were conducted for Existing, No-Build, and Build traffic-volume conditions. Capacity analyses provide an indication of how well the study area intersections serve existing and projected traffic volumes. Vehicle queue analyses provide a secondary measure of the operational characteristics of an intersection or section of roadway under study in terms of lane use and demand.

### METHODOLOGY

#### Levels of Service

Level of service (LOS) is a quantitative measure used to describe the operation of an intersection or roadway segment. The level of service definition is described by the quality of traffic flow and is primarily defined in terms of traffic delays. The primary result of capacity analyses<sup>3</sup> is the assignment of a level of service to traffic intersections or roadway segments under various traffic-flow conditions. Six levels of service are defined for traffic intersections and roadway segments. Levels of service range from LOS A to LOS F. LOS A represents very good operating conditions and LOS F represents very poor operating conditions.

#### **Unsignalized Intersections**

The level of service for an unsignalized intersection is determined by the methodology and procedures described in the 2010 *Highway Capacity Manual*.<sup>4</sup> The level of service for unsignalized intersections is measured in terms of average delay for the critical movements (typically side street turning movements or mainline turning movements). The delay for the critical movements is a function of the available capacity for the movement and the degree of saturation of the lane group containing the critical

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<sup>3</sup>The capacity analysis methodology is based on procedures presented in the *Highway Capacity Manual*; Transportation Research Board; Main, DC; 2010.

<sup>4</sup>*Highway Capacity Manual*; Transportation Research Board; Main, DC; 2010.

movement. The delay calculation includes the effects of initial deceleration delay approaching a STOP sign, stopped delay, queue move-up time, and final acceleration delay from a stopped condition. The definitions for level of service at unsignalized intersections are also provided in the 2010 *Highway Capacity Manual*. Table 8 summarizes the relationship between level of service and average control delay for the critical movements at unsignalized intersections.

**TABLE 8**  
**LEVEL-OF-SERVICE CRITERIA FOR**  
**UNSIGNALIZED INTERSECTIONS<sup>a</sup>**

Average Delay (seconds per vehicle)	Resulting Level of Service
≤ 10.0	A
10.1 to 15.0	B
15.1 to 25.0	C
25.1 to 35.0	D
35.1 to 50.0	E
>50.0	F

<sup>a</sup>*Highway Capacity Manual*; Transportation Research Board; Main, DC; 2010; page 17-2.

The analytical methodologies used for the analysis of unsignalized intersections use conservative analysis parameters, such as high critical gaps. The critical gap is defined as the minimum time between successive main line vehicles for a side street vehicle to execute the appropriate turning maneuver. Actual field observations indicate that drivers on minor streets accept smaller gaps in traffic than those used in the analysis procedures and therefore experience less delay than calculated by the HCM methodology. ***The analysis results overstate the actual delays experienced in the field.*** It should be noted that the unsignalized intersections along heavily trafficked roadways operate at constrained levels and the resulting calculated results of the unsignalized intersection analyses should be considered highly conservative.

### Signalized Intersections

Levels of service for signalized intersections are calculated using the methodology and procedures described in the 2010 *Highway Capacity Manual*. The methodology assesses the intersection based on type of signal operation, signal timing and phasing, progression, vehicle mix, and intersection geometrics. Level-of-service designations are based on the delay per vehicle. Table 9 summarizes the relationship between level of service and delay. The calculated delay values result in level-of-service designations which are applied to individual lane groups, to individual intersection approaches, and to the entire intersection.

**TABLE 9**  
**LEVEL-OF-SERVICE CRITERIA FOR SIGNALIZED**  
**INTERSECTIONS<sup>a</sup>**

Delay per Vehicle (Seconds)	Resulting Level of Service
≤10.0	A
10.1 to 20.0	B
20.1 to 35.0	C
35.1 to 55.0	D
55.1 to 80.0	E
>80.0	F

<sup>a</sup>*Highway Capacity Manual*; Transportation Research Board; Main, DC; 2010; page 16-2.

## ANALYSIS RESULTS

Level-of-service analyses were conducted for 2019 Existing, 2026 No-Build and 2026 Build conditions for the intersections within the study area. The results of the unsignalized analyses are shown in Table 10. Actual field observations indicate that drivers on minor streets did not experience the delays that the HCM methodology indicates, further supporting the conservative nature of the analysis methodology. Again, it is important to note that the analysis results overstate the actual delays experienced in the field. Detailed analysis sheets are presented in the Appendix.

### River Street and Maxwell Street

Under 2019 Existing conditions, the critical movements (all movements from Maxwell Street Northbound) are projected to operate at LOS D during the weekday morning peak hour and at LOS F during the weekday evening and Saturday midday peak hours. Under future 2026 No-Build conditions, these critical movements are projected to operate at LOS E during the weekday morning peak hour and at LOS F during the weekday evening and Saturday midday peak hours. Under future 2026 Build conditions, with the project, these critical movements are projected to continue to operate at LOS E during the weekday morning peak hour and LOS F during the weekday evening and Saturday midday peak hours. The v/c ratio will be below 1.00 during each peak hour, indicating there will be adequate capacity to accommodate the anticipated traffic volumes.

### **River Street and Florence Street**

Under 2019 Existing conditions, the critical movements (all movements from Florence Street Northbound) are projected to operate at LOS E during the weekday morning, at LOS F during the weekday evening and at LOS E during the Saturday midday peak hour. Under future 2026 No-Build conditions, these critical movements are projected to operate at LOS E during the weekday morning, at LOS F during the weekday evening and at LOS E during the Saturday midday peak hour. Under future 2026 Build conditions, with the project, these critical movements are projected to operate at LOS F during the weekday morning, weekday evening and Saturday midday peak hours. The v/c ratio will be well below 1.00, indicating there will be adequate capacity to accommodate the anticipated traffic volumes.

### **River Street and Site Driveway**

Under 2019 Existing conditions, the critical movements (all movements exiting driveway) are projected to operate at LOS C during the weekday morning and weekday evening peak hours and at LOS D during the Saturday midday peak hour. Under future 2026 No-Build conditions, the critical movements (all movements exiting driveway) are projected to operate at LOS D during the weekday morning, weekday evening and Saturday midday peak hours. Under future 2026 Build conditions, with the project, these critical movements are projected to operate at LOS E during the weekday morning peak hour and at LOS F during the weekday evening and Saturday midday peak hours.

With operations restricted by the “appointment only” operation, actual conditions for vehicles exiting the site driveway will be better than using the ITE projections. During the weekday morning peak hour, the critical movements are projected to operate at LOS D and during the weekday evening peak hour at LOS E. During the Saturday midday peak hour, the critical movements would operate at LOS E.

## **SIGHT DISTANCE**

Sight distance measurements were performed at the intersection of River Street with the existing driveway in accordance with Massachusetts Department of Transportation (MassDOT) and American Association of State Highway and Transportation Officials (AASHTO) standards. Stopping sight distance (SSD) measurements were performed. In brief, SSD is the distance required by a vehicle traveling at the design speed of a roadway, on wet pavement, to stop prior to striking an object in its travel path. Intersection sight distance (ISD) or corner sight distance (CSD) is the sight distance required by a driver entering or crossing an intersecting roadway, to perceive an on-coming vehicle and safely complete a turning or crossing maneuver with on-coming traffic. Table 11 presents the measured SSD at the intersection of the existing site driveway at River Street. The sight distance calculations are included in the Appendix.

As can be seen in Table 11, the SSD measurements performed at the River Street

intersection with the existing driveway indicates that the intersection exceeds the recommended minimum requirements based on the 85<sup>th</sup> percentile speeds. In accordance with the AASHTO manual, *"If the available sight distance for an entering or crossing vehicle is at least equal to the appropriate stopping sight distance for the major road, then drivers have sufficient sight distance to anticipate and avoid collisions. However, in some cases, this may require a major-road vehicle to stop or slow to accommodate the maneuver by a minor-road vehicle. To enhance traffic operations, intersection sight distances that exceed stopping sight distances are desirable along the major road."* Accordingly, the ISD should be at least equal to the SSD, which would allow a driver approaching the minor road to safely stop. It is recommended that any proposed landscaping be less than three (3) feet in height and maintained for sight lines. Along the River Street frontage, it is recommended that no plantings occur within ten (10) feet of the travelled way to maintain sight lines.

**TABLE 11**  
**SIGHT DISTANCE SUMMARY**

	Required Minimum (Feet) <sup>a</sup>	Measured (Feet)
<b><i>River Street and Site Driveway</i></b>		
<i>Stopping Sight Distance:</i>		
River Street approaching from the East	312	500+
River Street approaching from the West	278	500+
<i>Intersection Sight Distance:</i>		
River Street looking to the East	392 <sup>b</sup> /452 <sup>c</sup>	500+
River Street looking to the West	363 <sup>b</sup> /419 <sup>c</sup>	500+

<sup>a</sup>Recommended minimum values obtained from *A Policy on Geometric Design of Highways and Streets*; American Association of State Highway and Transportation Officials (AASHTO); 2010, and based on 85<sup>th</sup> percentile speed for Newburyport Turnpike.

<sup>b</sup>Recommended minimum value for vehicles turning right exiting a roadway under STOP-sign control.

<sup>c</sup>Recommended minimum value for vehicles turning left exiting a roadway under STOP-sign control.

<sup>d</sup>Distance from driveway to intersection with River Street.

## **SECTION 5: RECOMMENDATION AND CONCLUSION**

### **RECOMMENDATIONS**

The final phase of the analysis process is to identify the mitigation measures necessary to minimize the impact of the project on the transportation system. The proponent has made a commitment to implement the mitigation measures listed below.

The Maxwell Street left-turn volume onto River Street at the intersection is less than 5 vehicles per hour during peak periods, with projected volume-to-capacity (v/c) ratios that will be well below 1.00. This indicates that there will be adequate capacity to accommodate the anticipated traffic volumes from Maxwell Street onto River Street.

The site driveway should continue to provide one entering and one exiting lane and should be placed under STOP sign control. Projected left and right-turns out of the site onto River Street are projected to be ninety-five (95) vehicles or less during the peak hours. Projected v/c ratios will be below 1.00.

Under the 'by appoint only' analysis, left- and right-turns out of the site will be less than 43 vehicles per hour and actual intersection operations will be better than the ITE projections. During the weekday morning peak hour, the critical movements would be projected to operate at LOS D and during the weekday evening peak hour at LOS E. During the Saturday midday peak hour, the critical movements would operate at LOS E.

Vegetation or proposed landscaping along River Street in front of the site and within the layout should be maintained so as to maintain sight distances. Along the River Street frontage at the site driveway, it is recommended that no plantings occur within ten (10) feet of the travelled way to maintain sight lines.

## CONCLUSION

The proposed dispensary is located on the south side of River Street, east of Maxwell Street. On a typical weekday, the proposed marijuana dispensary is expected to generate 1,010 daily vehicle trips (505 vehicles entering and 505 vehicles exiting). During the weekday morning peak hour, 42 vehicle trips (24 vehicles entering and 18 vehicles exiting) are expected. During the weekday evening peak hour, 87 vehicle trips (43 vehicles entering and 44 vehicles exiting) are expected.

On a Saturday, the proposed marijuana dispensary is expected to generate 1,028 daily vehicle trips (514 vehicles entering and 514 vehicles exiting). During the Saturday midday peak hour, 144 vehicle trips (72 vehicles entering and 72 vehicles exiting) are expected.

As indicated, the proposed dispensary will be by appointment only. It is expected that the average service time for a sale will take 15 minutes. With up to 5 customers being serviced at one time, the service rate would be 20 customers per hour, which is well less than the ITE projections.

Capacity analyses were performed for each of the study area intersections for 2019 Existing, 2026 No-Build and 2026 Build conditions. Based on the analyses performed, there is no significant change in level of service from No-Build to Build conditions at the unsignalized study area intersections.

Vegetation or proposed landscaping along River Street in front of the site and within the layout should be maintained so as to maintain sight distances. Along the River Street frontage, it is recommended that no plantings occur within ten (10) feet of the travelled way to maintain sight lines.

Review of the proposed dispensary and access plan shows that in relation to roadway capacity, traffic safety, and traffic impacts upon the surrounding roadway network, the proposed project will meet safety standards and have a minimal impact on existing traffic conditions. With the proposed access, in conjunction with the mitigation measures described above and maintaining sight distances from the driveway (clear sight lines along frontage), safe and efficient access can be provided to the clientele of the proposed marijuana dispensary and to the motoring public in the area.

**LEASE AGREEMENT  
BETWEEN M&S REALTY TRUST ("LANDLORD")  
AND CNA STORES, INC. ("TENANT")  
FOR 558 RIVER ST., HAVERHILL, MASSACHUSETTS**

**THIS LEASE AGREEMENT** (the "**Lease**") is made and entered into as of the 19th day of October 2018, by and between Marcos Aguilar, Trustee of the M&S Realty Trust ("**Landlord**") of 558 River St., Haverhill, Massachusetts, and CNA Stores, Inc., or its nominee, a Massachusetts Corporation registered to do business in Massachusetts, with a business address of 100 Main Street, Amesbury, MA 01903 ("**Tenant**"). The following exhibits and attachments are incorporated into and made a part of the Lease: **Exhibit A** (Outline and Location of Premises).

**1. Basic Lease Information.**

- 1.01 "**Building**" shall mean the building located at 558 River St., Haverhill, MA 01830.
- 1.02 "**Premises**" shall mean the area shown on **Exhibit A** to this Lease. The Premises is commonly known as an improved lot consisting of approximately 4.01 acres of land and exclusive use of a building consisting of approximately 9,300 sq. ft.
- 1.03 "**Base Rent**":


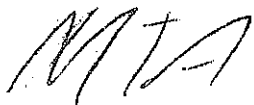
Period	Annual Base Rent	Monthly Base Rent
Year 1	\$120,000.00	\$10,000.00
Year 2	\$126,000.00	\$10,500.00
Year 3	\$132,300.00	\$11,025.00
Year 4	\$138,915.00	\$11,576.25
Year 5	\$145,860.75	\$12,155.06

Base rent for the First Option Period (Years 6-10) shall increase 5% annually above the previous year's base rent, paid in 12 monthly installments on a triple net basis as defined herein.

Base rent for the Second Option Period (Years 11-15) shall increase 5% annually above the previous year's base rent, paid in 12 monthly installments on a triple net basis as defined herein.

Base rent for the Third Option Period (Years 16-20) shall increase 5% annually above the previous year's base rent, paid in 12 monthly installments on a triple net basis as defined herein.

- 1.04 "**Tenant's Pro Rata Share**": 26%. For purposes of computing any additional payment required hereunder, according to the Tenant's percentage of occupancy, the gross leasable area of the Building of which the leased premises are a part is 36,000 square feet.



- 1.05 Payment of Taxes: See Section 4.  
Payment of Expenses: See Section 4.

For purposes hereof, "**Fiscal Year**" shall mean each period of July 1 to June 30 thereafter.

- 1.06 "**Term**": A period of one (5) year term with the option to renew for three additional five year terms (see below). The Term shall commence upon the first to occur of the following: (1) August 1, 2019; (2) Tenant's receipt of all State (including but not limited to a Final Certification of Registration (FCR)) and local permits (including but not limited to all administrative approvals and a certificate of occupancy) and the expiration of all appeals periods necessary to build out, open and operate a licensed marijuana retail establishment specific to adult use on the premises which permits and approvals contain terms, conditions and restrictions acceptable to Tenant in Tenant's sole discretion (the "Permits") (ii) the issuance of a Building Permit for the construction of Tenants proposed improvements and the Landlord's delivery of the Premises to the Tenant free of any other tenants. (the "**Rent Commencement Date**") and, unless terminated early in accordance with this Lease, end on July 31, 2024 (the "**Termination Date**").
- 1.07 "**Security Deposit**": Upon receipt of all state and local permits and Rent Commencement Date, Tenant shall place \$60,000 with Landlord, to be held in escrow, for a security deposit. .
- 1.08 "~~**Guarantor(s)**~~": ~~Concurrent with Tenant's execution and delivery of this Lease, Tenant shall cause the Guarantor to execute and deliver a guaranty in favor of Landlord on a form reasonably approved by Landlord.~~
- 1.09 "**Broker(s)**": A. Bonin Companies.
- 1.10 "**Permitted Use**": The Premises shall be used for a licensed marijuana retail establishment ("LMRE"), specific to adult use, as defined by M.G.L. c. 94G, along with ancillary products so long as it is allowed by the City of Haverhill and in accordance with Massachusetts law. Tenant may use all or a portion of the Premises for a marijuana establishment specific to adult use as defined by Chapter 94G in the Commonwealth of Massachusetts and the regulations governing the sale and distribution of marijuana not medically prescribed or a marijuana retailer, as each may be modified or amended from time to time, with respect to the retail sale of cannabis plants, and related sale of paraphernalia, and storage of cannabis products for transport elsewhere, as well as ancillary office use in connection therewith and for any other type of licensed marijuana-related business.
- Tenant shall apply for all necessary state and municipal licenses required thereto, however, any expense related thereto shall be the sole responsibility of Tenant and no promises are made on the part of the Landlord with regard to the successful issuance of any such licenses and/or permits.

1.11 **"Notice Address(es)":**

Landlord:  
Marcos Aguilar  
130 Washington St.  
Haverhill, MA 01830  
With a copy to:  
Bryan E. Chase, Esq.  
Law Offices of Bryan E. Chase, P.C.  
25 D Washington Sq.  
Haverhill, MA 01830

Tenant:  
CNA Stores, Inc c/o Robert DiFazio  
100 Main Street  
Amesbury, MA 01903  
With a copy to:

Athan A. Vontzalides, Esq.  
Ankeles, Vontzalides, Ambeliotis &  
Delaney, LLP  
246 Andover Street  
Peabody, MA 01960

- 1.12 **"Landlord Work":** As approved by Tenant, whose approval shall not be unreasonably withheld..
- 1.13 **"Parking":** 20 Spaces on site.
- 1.14 **"Property"** means the building located at 558 River St., Haverhill, MA 01830 consisting of approximately 9,300 sq. ft.
- 1.15 Tenant shall not record this Lease or any memorandum or notice without Landlord's prior written consent; provided, however, Landlord agrees to consent to the recordation of a memorandum or notice of this Lease, at Tenant's cost and expense (and in a form reasonably satisfactory to Landlord). If this Lease is terminated before the Term expires, upon Landlord's request the parties shall execute, deliver and record an instrument acknowledging the above and the date of the termination of this Lease, and Tenant appoints Landlord its attorney-in-fact in its name and behalf to execute the instrument if Tenant shall fail to execute and deliver the instrument after Landlord's request therefor within 10 days.
- 1.16 **"Option":** See Section 31.
- 1.17 **Triple Net Costs:** In addition to Base Rent, commencing on the Rent Commencement Date, Tenant shall pay, as additional rent, its pro-rata share (26%) of all costs, charges, and expenses incurred by or levied against the Premises including but not limited to real estate taxes, special assessments levied by any taxing authority, common area maintenance, snow removal, building insurance, and utilities, including gas, water, waste and electricity which are not separately metered. Tenant acknowledges and agrees that any special assessments levied against it or the Landlord due to Tenant's use of the Premises shall be paid entirely by the Tenant and shall not be pro-rated.



- 1.18 **Carry Costs:** With the execution of this Lease, through the earlier of (i) March 31, 2019 and (ii) the Rent Commencement Date, Tenant shall pay to Landlord carrying costs for the Premises in an amount equal to Eight Thousand Five Hundred and 00/100 (\$8,500.00) Dollars per month (the "Permit Period Carry Cost"). This payment shall be non-refundable and shall not apply toward Tenant's rent.

Tenant may extend the Permitting Period from March 31, 2019 – July 31, 2019 (the "Extended Permitting Period") by notifying Landlord in writing of its intention to do so prior to March 15, 2019. During the Extended Permitting Period, Tenant shall pay Landlord \$15,000/month as the Carry cost, commencing April 1, 2019 and the 1<sup>st</sup> of each month thereafter and including July 1<sup>st</sup>, which shall not be refundable and shall not be applied toward Tenant's rent.

The parties agree that during the Permitting Period and Extended Permitting Period, Landlord own all use and occupancy of the Property unless otherwise agreed to. Additionally, during the Permitting Period and Extended Permitting Period, the Tenant shall have reasonable access to the Premises to conduct its due diligence at Tenant's sole expense and at its own risk. Tenant shall indemnify and defend Landlord for any and all claims arising from Tenant's access to the Property during the Permitting Period and Extended Permitting Period.

Notwithstanding anything in this Lease to the contrary, Tenant may, at any time during the Permitting or Extended Permitting Period: (i) terminate this Lease, if Tenant, in its reasonable discretion, believes that it is no longer feasible to continue the permitting process, or (ii) waive the Permit Contingency and continue with its obligations under the Lease, *in each case* by providing not less than five (5) business days' notice to Landlord. Upon the provision of a notice of termination, as provided in this Section this Lease shall terminate and be of no further force and effect at the end of such five (5) business day period.

## **2. Lease Grant.**

The Premises are hereby leased to Tenant from Landlord, together with the right to use any portions of the Property that are designated by Landlord for the common use of tenants and others (the "**Common Areas**").

## **3. Possession.**

The Premises are accepted by Tenant in "as is" condition and configuration without any representations or warranties by Landlord.



#### 4. Rent.

4.01 Tenant shall pay Landlord, without any setoff or deduction, unless expressly set forth in this Lease, all Base Rent and Additional Rent due for the Term (collectively referred to as "**Rent**"). "**Additional Rent**" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord under this Lease. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, and the first monthly installment of Base Rent and Additional Rent for Expenses and Taxes, shall be payable on the Rent Commencement Date, as defined herein, by Tenant, on the first of each month thereafter during the lease term and each option period thereafter. Rent shall be made payable to the entity, and sent to the address, Landlord designates and shall be made by good and sufficient check or by other means acceptable to Landlord. If Tenant shall fail to pay within five (5) days when the same is due and payable, any rent or any other amounts or charges to be paid by Tenant herein, then Tenant shall pay Landlord an administration fee equal to 5% of all past due Rent. In addition, past due Rent in excess of five (5) days shall accrue interest at 7% per annum. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

4.02 Tenant shall pay as Additional Rent Tenant's Pro Rata Share of Taxes and Expenses as follows:

(a) Tenant shall pay for Tenant's pro rata share of, common area maintenance, snow removal, building insurance, and utilities, including gas, waste removal, and electricity for the Premises.

(b) Non-Terminability; No Offset or Abatement. Tenant's obligation to pay rent shall not be discharged or otherwise affected by any law or regulation now or hereafter applicable to the Premises, or any casualty or taking (except as otherwise expressly provided herein), or any failure by Landlord to perform any obligation or other occurrence, event or circumstance. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Base Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

(c) Independent covenants. Tenant hereby acknowledges and agrees that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that Rent shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Landlord and Tenant each acknowledges and agrees that the independent nature of the obligations of Tenant hereunder represents fair, reasonable, and accepted commercial practice with

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respect to the type of property subject to this lease, and that this Agreement is the product of free and informed negotiation during which both Landlord and Tenant were represented by counsel skilled in negotiating and drafting commercial leases in Massachusetts. Such waiver and acknowledgements by Tenant are a material inducement to Landlord entering into this Lease.

(d) Quiet Enjoyment. Upon performing all covenants of this Lease, Tenant may peaceably and quietly enjoy the Premises during the Term free from any claim by Landlord or persons claiming under Landlord, subject always to the terms of this Lease, provisions of law, and matters of record to which this Lease is or may become subordinate. Except as otherwise expressly provided herein, this covenant of quiet enjoyment is in lieu of any other covenant of quiet enjoyment, express or implied.

4.03 Share of Additional rent. Landlord shall reasonably estimate Real Estate Taxes and Operating Costs for the lease year in question and Tenant shall pay with each monthly installment of Base Rent during that lease year, as Additional Rent, an amount equal to one-twelfth of the total of such Taxes and Operating Costs. In the case of a partial calendar month during the Lease term, the monthly installment of Additional Rent shall be reduced proportionately.

After the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of operating costs and real estate taxes incurred for such period. If the total of estimated pro rata taxes and operating costs paid by Tenant is less than the actual amount due from Tenant, Tenant shall pay the deficiency within ten (10) days after the furnishing of such statement; and if the total amount paid by Tenant exceeds the amount due, such excess shall be credited against the next installments due under this Section or paid to Tenant if it is the last lease year.

## **5. Compliance with Laws; Use.**

The Premises shall be used for the Permitted Use and for no other use whatsoever. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity (excluding Federal laws and Regulations) whether in effect now or later, including the Americans with Disabilities Act ("Law(s)"), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant shall be responsible at its sole cost and expense to obtain all permits, variances and governmental approvals necessary for the use and operation of the Tenant's business and to occupy the Premises in compliance with the Laws. In addition, Tenant shall, at its sole cost and expense, promptly comply with any Laws that relate to the Building, but only to the extent such obligations are triggered by Tenant's use of the Premises, other than for the Permitted use, or Alterations ("as hereinafter defined") or improvements in the Premises performed or requested by Tenant. Tenant shall promptly provide Landlord with copies of any notices it receives regarding an alleged violation of Law. Tenant shall comply with the rules and regulations of the Building adopted by Landlord from time to time, including rules and regulations for the performance of Alterations (defined in Section 9) provided said rules and regulations do not violate any applicable marijuana laws or regulations.



## 6. Security Deposit.

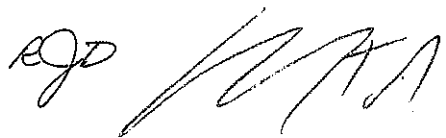
The Security Deposit, as provided in Section 1.07, shall be delivered to Landlord upon the Rent Commencement Date by Tenant and held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may use all or a portion of the Security Deposit to satisfy past due Rent or to cure any Default (defined in Section 18) by Tenant. If Landlord uses any portion of the Security Deposit, Tenant shall, within 5 days after demand, restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 45 days after the later to occur of: (a) determination of the final Rent due from Tenant; or (b) the later to occur of the Termination Date or the date Tenant surrenders the Premises to Landlord in compliance with Section 25. Landlord may assign the Security Deposit to a successor or transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

## 7. Building Services.

7.01 Landlord shall furnish Tenant, at Tenant's sole cost and expense, with the following services: (a) water, sewer, gas (if the Building is currently using gas), and electricity; (b) customary heat and air conditioning (if any); and (c) such other services as Landlord reasonably determines are necessary or appropriate for the Property. Landlord does not provide any type of security services to the Property or the Building, and in no event shall Landlord be liable or responsible for (or suffer any reduction in any rent on account of) any failure to provide security services or for any damage or injury to person or property resulting from not providing such security services.

7.02 All services, including but not limited to those set forth in Section 7.01 above used by Tenant in the Premises shall, at Landlord's option, be paid for by Tenant by separate charge billed by the applicable utility company and payable directly by Tenant. Without the consent of Landlord, Tenant's use of electrical service shall not exceed, either in voltage, rated capacity, or overall load, that which Landlord reasonably deems to be standard for the Building. Landlord shall have the right to measure electrical usage by commonly accepted methods.

7.03 Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in Section 26.03) (collectively a "**Service Failure**") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement.

Handwritten signatures, likely representing the Landlord and Tenant, at the bottom right of the page.

## 8. Leasehold Improvements.

At the end of the Term or upon the Tenant's termination of its right of possession, all installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, Landlord Work, Initial Alterations, and Alterations, whether temporary or permanent, in or upon the Premises, whether placed there by Tenant or Landlord (collectively, "**Leasehold Improvements**") shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, that Tenant, at Tenant's sole cost and expense, shall promptly remove such of the Leasehold Improvements which are specifically designated by Landlord to be removed by Tenant. Tenant shall repair any damage to the Premises caused by such removal, and if Tenant fails to remove such items or make such repairs, Landlord may remove the same and repair the Premises at the sole cost and expense of the Tenant.

Notwithstanding anything contained herein to the contrary, the Tenant shall have the right at any time during the term hereof and any extension or renewal thereof and also at the expiration of the term of this Lease Agreement and any renewal or extension thereof, to remove any and all property, trade fixtures, and other equipment (except fixtures, plumbing, HVAC and electrical equipment) placed or installed by it on the Demised Premises.

## 9. Repairs and Alterations.

9.01 Tenant shall, at its sole cost and expense, perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor covering; (b) interior wall and partitions; (c) doors; (d) the interior side of demising walls; (e) electronic, phone and data cabling, security systems, and related equipment that is installed by or for the exclusive benefit of Tenant (collectively, "**Cable**"); (f) air conditioning units, kitchens and kitchen equipment, hot water heaters, plumbing, and any and all HVAC units; (g) exterior Glass; and (h) Alterations. Tenant shall reimburse Landlord for the cost of repairing damage to the Building caused by the acts of Tenant, patrons, guests, and invitees of Tenant, Tenant Related Parties and their respective contractors and vendors. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to 5% of the cost of the repairs.

9.02 Landlord shall keep and maintain in good repair and working order and perform maintenance upon the: (a) structural elements of the Building; (b) electrical, plumbing and fire/life safety systems serving the Building in general; (c) Common Areas; (d) roof and foundation of the Building; and (e) exterior windows of the Building. Landlord shall promptly make repairs for which Landlord is responsible. Notwithstanding the foregoing, the cost for all such repairs, excluding Capital Improvements, shall be an Expense as set forth herein and Tenant shall pay its pro rata share of such Expense as provided herein.

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9.03 Tenant shall not make alterations, repairs, additions or improvements or install any Cable (collectively referred to as "Alterations") without first obtaining the written consent of Landlord in each instance, whose consent shall not be unreasonably withheld, conditioned or denied. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the Building; and (d) does not require work to be performed inside the walls or above the ceiling of the Premises. Cosmetic Alterations shall be subject to all the other provisions of this Section 9.03. Prior to starting any work, Tenant shall furnish Landlord with plans and specifications; names of contractors ; required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord as an additional insured. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations and Cosmetic Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Upon completion, Tenant shall furnish "as-built" plans for non-Cosmetic Alterations, completion affidavits and full and final waivers of lien. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law.

#### **10. Entry by Landlord.**

Landlord may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of repairs, alterations or additions to the Premises or any portion of the Building. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal notice of entry and shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after business hours. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent. Landlord shall have such access rights to enter the Premises upon forty-eight (48) hours prior written notice to Tenant and provided Landlord is accompanied by an agent of the Tenant and such access is performed in strict conformance with the regulations of the Massachusetts Department of Public Health.

#### **11. Assignment and Subletting.**

11.01 Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord whose consent shall not be unreasonably withheld. A purchase, merger, consolidation, or reorganization of the Tenant, or if the entity which controls the voting shares/rights of Tenant changes at any time, shall constitute a Transfer. The change of any ownership or beneficial interest of Tenant, including, without limitation, the transfer of any legal or beneficial interest in a





limited liability company interest of Tenant, or the admission of any new principal to the Tenant entity, shall be deemed to be an assignment of this Lease requiring Landlord's consent. Any attempted Transfer in violation of this Section is voidable by Landlord. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease.

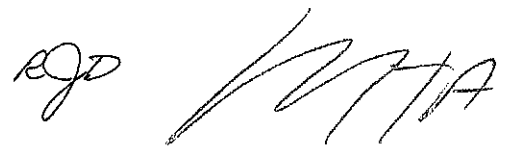
Landlord's refusal to consent to any proposed assignment or sublease shall not be withheld if: (a) the financial condition or operating capability of the proposed subtenant or assignee, is equal to or greater to the financial condition or operating capability of the Tenant on (i) the date of execution of this Lease; or (ii) the date of Tenant's request for Landlord's consent to the proposed assignment or sublease, (b) the assignment or transfer is of the Tenant's remaining, unaltered interest in the Lease; and (c) Tenant is in default under any of the terms, covenants or conditions of this Lease.

## **12. Liens.**

Tenant shall not permit mechanics' or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant or its transferees. Tenant shall give Landlord notice at least 15 days prior to the commencement of any work in the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Tenant, within 30 days of notice from Landlord, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien Law. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees.

## **13. Indemnity and Waiver of Claims.**

Tenant hereby waives all claims against and releases Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees (defined in Section 23) and agents (the "**Landlord Related Parties**") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties not under the control or direction of Landlord, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, (e) wind, weather, water, snow or ice upon or coming through the roof, skylights, stairs, doorways, windows, walks or any other place upon or near the Building, or (f) any matter not within the reasonable control of Landlord. Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "**Losses**"), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law but excluding Federal Law) of Tenant, the Tenant Related Parties or any of Tenant's



transferees, contractors or licensees. Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("**Tenant Related Parties**") harmless against and from all Losses which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third party and arising out of or in connection with the acts or omissions (including violations of Law) of Landlord or the Landlord Related Parties.

#### **14. Insurance.**

Tenant shall maintain the following insurance ("**Tenant's Insurance**"):

- (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000 per person/\$2,000,000 per occurrence;
- (b) Property/Business Interruption Insurance written on an All Risk or Special Perils form, with coverage for broad form water damage at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and any Leasehold Improvements performed by or for the benefit of Tenant;
- (c) Workers' Compensation Insurance in amounts required by Law;
- (d) Employers Liability Coverage of at least \$1,000,000 per person/ \$2,000,000 per occurrence; and, if Landlord consents to the service of liquor, Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name as additional insureds Landlord (or its successors and assignees) and its successors as the interest of such designees shall appear. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

#### **15. Subrogation.**

Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

#### **16. Casualty Damage.**

16.01 If all or any portion of the Premises becomes untenable by fire or other casualty to the Premises (collectively a "**Casualty**") but are not thereby rendered untenable or unusable by Tenant for its intended purposes,, Landlord, with reasonable



promptness, shall cause a general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required using standard working methods to Substantially Complete the repair and restoration of the Premises and any Common Areas necessary to provide access to the Premises ("**Completion Estimate**"). If the Completion Estimate indicates that the Premises or any Common Areas necessary to provide access to the Premises cannot be made tenantable within 120 days from the date the repair is started, then either party shall have the right to terminate this Lease upon written notice to the other within 10 days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the Casualty was caused by the gross negligence or intentional misconduct of Tenant or any Tenant Related Parties. In addition, Landlord, by notice to Tenant within 45 days after the date of the Casualty, shall have the right to terminate this Lease if: (1) the Premises have been materially damaged and there is less than 2 years of the Term remaining on the date of the Casualty; (2) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (3) a material uninsured loss to the Building occurs.

16.02 If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises and Common Areas. Notwithstanding same, should Landlord's work not be completed within one hundred eighty (180) days after such occurrence, Tenant shall have the right to terminate this Lease Agreement by written notice to Landlord. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by Landlord. Upon notice from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Leasehold Improvements performed by Landlord for the benefit of Tenant; provided if the estimated cost to repair such Leasehold Improvements which were previously performed by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenable as a result of a Casualty, the Rent and Tenant's Pro-Rata share shall abate for the portion of the Premises that is untenable and not used by Tenant.

#### **17. Condemnation.**

Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "**Taking**") and Tenant may terminate this lease if any Taking, material or otherwise, makes the Premises unusable by Tenant for its intended purposes. Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within 45 days after it first receives notice of the Taking. The termination shall be effective on the date the



physical taking occurs. If this Lease is not terminated, Base Rent and Tenant's Pro Rata Share shall be appropriately adjusted to account for any reduction in the square footage of the Building or Premises. All compensation awarded for a Taking shall be the property of Landlord. Tenant, however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed specifically to Tenant for its leasehold interest, including but not limited to, loss of goodwill, loss of trade fixtures and equipment, moving and relocation expenses. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking. Should Landlord's work not be completed within one hundred eighty (180) days after such Taking, Tenant shall have the right to terminate this Lease Agreement by written notice to Landlord.

#### 18. Events of Default.

Each of the following occurrences shall be a "**Default**": (a) Tenant's failure to pay any portion of Rent within five (5) days after written notice that such payment is due ("**Monetary Default**"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within 30 days after written notice to Tenant provided, however, if Tenant's failure to comply cannot reasonably be cured within 30 days, Tenant shall be allowed additional time (not to exceed 90 days) as is reasonably necessary to cure the failure so long as Tenant begins the cure within 30 days and diligently pursues the cure to completion; (c) Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due; (d) the leasehold estate is taken by process or operation of Law; (e) Tenant does not take possession of or abandons or vacates all or any portion of the Premises. All notices sent under this Section shall be in satisfaction of, and not in addition to, notice required by Law.

#### 19. Remedies.

19.01 Upon Default, Landlord shall have the right to pursue any one or more of the following remedies:

(a) Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord, in compliance with Law, may enter upon and take possession of the Premises and remove Tenant, Tenant's Property and any party occupying the Premises. Tenant shall pay Landlord, on demand, all past due Rent and other losses and damages Landlord suffers as a result of Tenant's Default, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "**Costs of Reletting**" shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

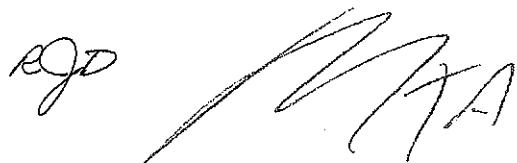
(b) Terminate Tenant's right to possession of the Premises and, in compliance with Law, remove Tenant, Tenant's Property and any parties occupying the Premises. Landlord shall make reasonable efforts to relet all or any part of the Premises, without notice to Tenant, for such period of time and on such terms and conditions (which may include concessions, free rent and work allowances) as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease.

(c) "In the event of Tenant's default and/or upon Surrender of the Premises as set forth in Section 25, the Landlord shall be prohibited from removing and/or disposing of the Tenant's inventory from the premises related to or constituting any substance regulated by the provisions of 105 CMR 725.000; 935 CMR 500 and pursuant to M.G.L. Chapter 94G ("Regulated Substances") and hereby forfeits all right to claim an interest in said Regulated Substances. Therefore, all such regulated assets are not subject to seizure by Landlord or other parties unauthorized to possess them; rather, Landlord must seek and obtain approval from the MA Department of Public Health Medical or Recreational Use of Marijuana Program regulators, or otherwise comply with the requirements thereof.

19.02 In lieu of calculating damages under Section 19.01, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value using the then prevailing discount rate, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting. If Tenant is in Default of any of its non-monetary obligations under the Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand. The repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Landlord declares Tenant to be in default, Landlord shall be entitled to receive interest on any unpaid item of Rent at the rate set forth in Section 4. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

## **20. Limitation of Liability.**

Tenant shall look solely to Landlord's interest in the property for the recovery of any judgment or award against Landlord or any Landlord related party and no other assets of Landlord or any principal, agent or employee of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies. Neither Landlord nor any Landlord related party shall be personally liable for any judgment or deficiency, and in no event shall Landlord or any Landlord related party be liable to tenant for any lost



profit, damage to or loss of business or any form of special, indirect or consequential damage. Before filing suit for an alleged default by Landlord, tenant shall give Landlord and the mortgagee(s) whom tenant has been notified hold mortgages (defined in section 23 below), notice and reasonable time to cure the alleged default. Without limiting the foregoing, in no event shall Landlord or any mortgagees or Landlord related parties ever be liable for any consequential or incidental damages or any lost profits of tenant.

**21. Intentionally Deleted.**

**22. Holding Over.**

If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover which holdover is without Landlord's consent, Tenant shall be liable for all damages that Landlord suffers from the holdover.

**23. Subordination to Mortgages; Estoppel Certificate.**

Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease. Landlord and Tenant shall each, within 10 days after receipt of a written request from the other, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). Without limitation, such estoppel certificate may include a certification as to the status of this Lease, the existence of any defaults and the amount of Rent that is due and payable.

Notwithstanding the foregoing, no subordination of this Lease shall be effective with respect to any mortgage not on record as of the date of this Lease unless Tenant receives from any such mortgagee a commercially reasonable nondisturbance agreement, in which such mortgagee agrees to perform the obligations of the landlord under this Lease and to not disturb Tenant's possession of the Premises. Tenant agrees to execute such

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commercially reasonable documents necessary to accomplish such subordination and nondisturbance. Simultaneously with its execution of this Lease, Landlord shall deliver to Tenant a commercially reasonable non-disturbance agreement(s) in recordable form fully executed by the holder(s) of any and all mortgages encumbering the Premises.

#### **24. Notice.**

All demands, approvals, consents or notices (collectively referred to as a "notice") shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

#### **25. Surrender of Premises.**

At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If Tenant fails to remove any of Tenant's Property within 2 days after termination of this Lease or Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within 30 days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to Tenant's Property shall vest in Landlord.

#### **26. Environmental Laws.**

(a) Except for Hazardous Material contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or Property or transport, store, use, generate, manufacture, dispose, or release any Hazardous Material on or from the Premises or Property without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises and on the Property in strict compliance with all Environmental Laws and all requirements of this Lease. Tenant shall promptly deliver to Landlord a copy of any notice of violation of any Environmental Law relating to the Premises, Property, or Building.

(b) Tenant, at its own cost and expense, agrees to comply with all applicable present and future environmental laws, rules and regulations of the federal, state, county and



municipal governments and of all other governmental authorities having or claiming jurisdiction over the Premises and Property or appurtenances thereto, or any part thereof, which are applicable to the Premises and Property and/or the conduct of business thereon. Further, Tenant agrees to make submissions to and provide any information required by all governmental authorities requesting same.

(c) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises or Property or the Building and loss of rental income), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the Premises or Property or disturbed in breach of the requirements of this Lease, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials or any breach of the requirements under this Lease by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this section shall survive any termination of this Lease.

Landlord shall indemnify, defend and hold Tenant harmless from and against any claim, cost, damage (including without limitation consequential damages), expense (including without limitation reasonable attorneys' fees and expenses), loss, liability, or judgment now or hereafter arising as a result of any claim associated with any required clean-up or other actions arising from the existence, release or threatened release of Hazardous Materials on, in or under the Demised Premises, as a result of any release of Hazardous Materials or any breach of the requirements under this Lease by Landlord, its agents, employees, contractors, subtenants, assignees or invitees, unless such Hazardous Materials are released by Tenant, its agents or contractors during the term of this Lease. Without limiting the foregoing, in the event that any such Hazardous Materials are determined to be located on the Property, Landlord shall at Landlord's sole cost, promptly take all steps necessary to comply with all applicable laws and regulations and the provisions of this Lease. The provisions of this section shall survive any termination or expiration of this Lease.

## **27. Tenant Authority and Good Standing.**

The Tenant is a Massachusetts Liability Company duly organized and validly existing under the laws of The Commonwealth of Massachusetts and is registered to do business in The Commonwealth of Massachusetts. Upon execution of this Lease, Tenant shall provide to Landlord a Certificate of Good Standing from Massachusetts. The Tenant shall also provide to Landlord a Certificate of Manager with Resolutions in form acceptable to Landlord confirming that the Tenant is authorized to enter into this Lease.

The execution, delivery and performance of Tenant's obligations hereunder are within its powers, have been duly authorized by all necessary action, require no action by

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or in respect of, or filing with, any governmental authority, and do not contravene or constitute a default under any provision of applicable law or regulation or any judgment, order, decree, injunction or material agreement.

## **28. Signage**

Tenant shall not place on the exterior or interior of the Premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those signs (including the design, number and location of such signs and any replacement thereof) which shall first have been approved by Landlord, whose approval shall not be unreasonable withheld, conditioned or delayed, and which comply with all applicable Laws. Tenant shall have to right to add its name to the existing free standing pylon sign. All signs must be professionally prepared.

## **29. Right of First Refusal**

LANDLORD grants to TENANT the sole and exclusive Right of First Refusal ("Right of First Refusal") from Rent Commencement Date through the lease term (including any Options) or sooner termination as provided herein, to purchase the Premises as described below.

LANDLORD agrees that in the event it obtains a bona fide offer to purchase the leased premises, it shall, provide the TENANT with a copy of the executed offer to purchase. TENANT shall then have seven (7) days after receipt of the executed offer to purchase to inform LANDLORD of its desire to exercise its Right of First Refusal to purchase the Premises under the same terms and conditions set forth in the executed offer to purchase. If the TENANT does not exercise its Right of First Refusal to purchase within said seven (7) day period, or makes any response or counteroffer other than an unconditional acceptance of the LANDLORD's terms and conditions, LANDLORD will have the right to sell the Premises for sale free of the rights of TENANT under this paragraph on substantially the same terms and conditions as those set forth in Landlord's bona fide offer, provided however that if Landlord (a) reduces the purchase price set forth in the bona fide offer by more than five percent (5%) or (b) does not complete the sale of Landlord's Fee Interest within one hundred eighty (180) days following the expiration of the seven (7) day period on substantially the same terms and conditions as those set forth in the bona fide offer, then Landlord shall be required to repeat the procedure set forth in this Section if Landlord still desires to sell the Landlord's Fee Interest during the Term or any extended Term of this Lease. If TENANT fails to exercise its Right of First Refusal, or does not accept the LANDLORD's terms as described above, then TENANT's Right of First Refusal shall terminate forever and shall not be effective in the event LANDLORD does not sell the Premises and/or subsequently re-lists the Premises for sale.

TENANT shall have the right to exercise the Right of First Refusal provided that:

1. TENANT is not in default under the Lease beyond any applicable cure periods at the time that TENANT delivers its Renewal Notice or at the commencement of the Renewal Term;



2. No part of the Premises is sublet (other than pursuant to a Permitted Transfer, as defined under the Lease) at the time that TENANT delivers its Renewal Notice or at the commencement of the Renewal Term; and

3. The Lease has not been assigned (other than pursuant to a Permitted Transfer, as defined under the Lease) prior to the date that TENANT delivers its Renewal Notice or at the commencement of the Renewal Term.

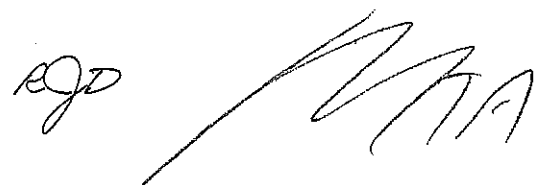
### 30. Miscellaneous.

(a) This Lease shall be interpreted and enforced in accordance with the Laws of the state or commonwealth in which the Building is located and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state or commonwealth. If any term or provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected. Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

(b) If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease. Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default, shall not constitute a waiver of the default, nor shall it constitute an estoppel.

(c) Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**").

(d) Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and Property. Upon transfer Landlord shall be released from any further obligations hereunder and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations, provided that, any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Landlord's obligations under this Lease.



(e) This Lease constitutes the entire agreement between the parties and supersedes and replaces all prior agreements, leases, occupancy agreement, and understandings related to the Premises, including all lease proposals, letters of intent and other documents. Neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by an authorized representative of Landlord and Tenant.

(f) This Lease does not grant any rights to light or air over or about the Building. Landlord excepts from this Lease and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents. Neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by an authorized representative of Landlord and Tenant.

(g) Landlord has delivered a copy of this Lease to Tenant for Tenant's review only and the delivery of it does not constitute an offer to Tenant or an option.

(h) Time is of the essence with respect to Tenant's exercise of any renewal or extension rights granted to Tenant. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

(i) No pets of any kind, except service pets, are permitted upon the Premises.

(j) The Tenant shall not sell food, beverages or alcohol upon the Premises without first obtaining all required and necessary approvals, licenses, and permits from the appropriate governmental authorities.

### **31. Renewal Option.**

#### **A. Grant of Option; Conditions.**

Tenant shall have the right to extend the Term (the "Renewal Option") for three (3) additional period of five (5) years commencing on the day following the Termination Date of the initial Term (the "Renewal Term"), if:

1. Landlord receives notice of exercise ("Renewal Notice") not less than three (3) full calendar months prior to the expiration of the initial Term, and not more than twelve (12) full calendar months prior to the expiration of the initial Term; and

2. Tenant is not in default under the Lease beyond any applicable cure periods at the time that Tenant delivers its Renewal Notice or at the commencement of the Renewal Term; and



3. No part of the Premises is sublet (other than pursuant to a Permitted Transfer, as defined under the Lease) at the time that Tenant delivers its Renewal Notice or at the commencement of the Renewal Term; and

4. The Lease has not been assigned (other than pursuant to a Permitted Transfer, as defined under the Lease) prior to the date that Tenant delivers its Renewal Notice or at the commencement of the Renewal Term.

**B. Terms Applicable to Premises During Renewal Term.**

The Base Rent for the Premises for the Renewal Term is as set forth below. Base Rent attributable to the Premises shall be payable in monthly installments in accordance with the terms and conditions of Section 4 of the Lease. All other terms and provisions of the Lease shall remain in full force and effect during the Renewal Term.

<b>Period</b>	<b>Annual Base Rent</b>	<b>Monthly Base Rent</b>
Year 6	\$153,153.78	\$12,762.81
Year 7	\$160,811.47	\$13,400.95
Year 8	\$168,852.05	\$14,071.00
Year 9	\$177,294.65	\$11,774.55
Year 10	\$186,159.38	\$15,513.28
Year 11	\$195,467.35	\$16,288.94
Year 12	\$205,240.72	\$17,103.39
Year 13	\$215,502.75	\$17,958.56
Year 14	\$226,277.89	\$18,856.49
Year 15	\$237,591.79	\$19,799.31
Year 16	\$249,471.38	\$20,789.28
Year 17	\$261,944.94	\$21,828.74
Year 18	\$275,042.19	\$22,920.18
Year 19	\$288,794.30	\$24,066.19
Year 20	\$303,234.02	\$25,269.50

C. Renewal Amendment. If Tenant is entitled to and properly exercises the Renewal Option, Landlord shall prepare an amendment (the "Renewal Amendment") to reflect changes in the Base Rent, Term, Termination Date and other appropriate terms. Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant.

32. Form of Payment. Notwithstanding anything contained in the Lease to the contrary, Tenant shall have the right in its sole discretion to pay Fixed Rent and/or any other charges due hereunder by electronic transfer as an Automated Clearing House ("ACH") transaction. Landlord shall, upon Landlord's execution of this Lease, promptly execute and deliver to Tenant any documents, instruments, authorizations, or certificates reasonably required by Tenant to effectuate ACH transfers pursuant to which Tenant shall be authorized and enabled to make all payments owed by Tenant of whatsoever nature required or contemplated by this Lease. Any such ACH transfers shall be paid by Tenant, from



Tenant's account in a bank or financial institution designated by Tenant and credited to Landlord's bank account as Landlord shall have designated to Tenant. Landlord agrees to cooperate, at no additional cost, expense or liability to Landlord, with Tenant to complete all necessary forms in order to accomplish such method of payment, within thirty (30) days of Landlord's receipt of such forms. In the event that Landlord elects to designate a different bank or financial institution into which any ACH transfer is to be deposited, notification of such change and the required documents, instruments, authorizations, and any modified Landlord's ACH Account Information must be received by Tenant no later than 30 days prior to the date such change is to become effective.

33. Mutual Termination Right. Upon the initiation of any Federal enforcement investigation or action involving Landlord, or Tenant or Tenant's affiliates as a result of Tenant's use of the Premises as a Licensed Retail Marijuana Establishment (LRME), which results in Landlord liability or Tenant's inability to use the Premises as a LRME, or the imposition of material penalties or fines as a result of such use, as may be reasonably determined by either party, then either party may terminate this Lease by providing not less than thirty (30) days' notice to the other, and thereupon, this Lease shall terminate and be of no further force and effect upon such date. Said termination date shall be deemed the Expiration Date hereunder.

34. Restriction/Covenant. Landlord covenants and agrees that during the term or any extended term of this lease, Landlord will not lease, operate, nor permit the occupancy of any other premises located in the Building and/or on Landlord's Property for the operation of a Licensed Marijuana Retail Establishment and/or Registered Marijuana Dispensary.

Landlord and Tenant have executed this Lease as of the day and year first above written.

**LANDLORD:**

M&S REALTY TRUST

By: 

Marcos Aguilar, Trustee  
(duly authorized)

**TENANT:**

CNA Stores, Inc.

By: 

Robert DiFazio, President  
(duly authorized)

**EXHIBIT A**

**OUTLINE AND LOCATION OF PREMISES**

RJD MTA

**1<sup>st</sup> AMENDMENT  
to  
LEASE AGREEMENT**

**between**

**M & S Realty Trust, as Landlord**

**and**

**CNA STORES, INC.**

**A Massachusetts domestic corporation, as Tenant**

**for**

**Property situated at: 558 River Street, Haverhill, Massachusetts**

**WHEREAS**, on or about 19<sup>th</sup> day of October, 2018, the Landlord and Tenant entered the above referenced Lease Agreement (hereinafter the "Agreement"), and:

**WHEREAS**, the Tenant is desirous to acquire additional leased space from the Landlord, which space is located within and upon the Premises located at 558 River Street, Haverhill, Massachusetts; and

**NOW WHEREFORE**, in consideration of one (\$1.00) dollar and other valuable consideration, the receipt of which the parties mutually acknowledge, the above referenced Lease Agreement is hereby amended as follows:

At end of Agreement INSERT the following:

"35. Additional Demised Premises. Landlord and Tenant covenant and agree that, in addition to the Premises demises pursuant to the terms of the Agreement as set forth therein, the Tenant shall acquire additional space located within and upon the Premises as previously defined.

35.01 "Additional Demised Premises" shall mean the exclusive use of approximately 3800 sq. ft. of exclusive retail space within the building located upon the Premises being known

and commonly identified as Unit 3 and the exclusive use of 47 stripped parking spaces located on the Premises on the westerly side of the existing building, as noted on the Plan of Land in Haverhill, Massachusetts showing existing Parking Lots prepared for M&S Realty Trust, dated April 14, 2017, attached hereto as Exhibit B.

35.02 "Additional Base Rent" shall mean rent, in addition to Base Rent, and Additional Rent, which amount shall be payable to from the Tenant to the Landlord for the term of occupancy of the Additional Demised Premises by the Tenant, which occupancy shall begin on May 1, 2019 and which Additional Base Rent shall increase 5% annually above the previous year's Additional Base Rent, paid in monthly installments on a triple net basis as defined herein.

Period	Annual Base Rent	Monthly Base Rent
Year 1	\$49020.00	\$4085.00

35.03 "Tenant's Pro Rata Share for Additional Demises Premises". 10.4%. In addition to Base Rent, Additional Rent, and Additional Base Rent, if any, due and payable pursuant to the terms of the Agreement, for the purposes of computing any additional payment required pursuant to the terms of this Paragraph 4 of the Agreement, which amount is attributable to the letting and occupancy of the Additional Demises Premises, as herein defined.

35.04 "Term of Lease for Additional Demises Premises" A period of one (1) one year term with the option to renew for four one (1) year terms between Year 1 and Year 5 and for three five (5) year terms thereafter, with the commencement date beginning May 1, 2019.

35.05 Grant of Option: Additional Demises Premises": Conditions. Tenant shall have the right to extend the Term (the "Renewal Option") regarding the letting and occupancy of the Additional Demises Premises for a period of one (1) one year term with the option to renew for four one (1) year terms between Year 1 and Year 5 and for three five (5) year terms thereafter, all terms and conditions of said Option to Renew shall be pursuant to and consistent with Paragraph



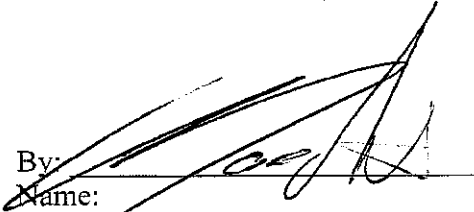
All other provisions of the agreement are hereby ratified and affirmed.

**IN WITNESS WHEREOF** the Parties to this 1<sup>st</sup> Amendment to Commercial Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 28 th day of March, 2019.

LANDLORD:  
**M & S Realty Trust, as Landlord**

WITNESS:

Maryann Clark

By:   
Name:  
Title: Trustee


Landlord's Federal Identification  
Number:

TENANT:  
**CNA STORES, INC.**

a Massachusetts domestic corporation

WITNESS:

Maryann Clark

By:   
Name: Robert DiFazio  
Title: President

Tenant's Federal Identification  
Number:

**APPENDIX A**  
**ODOR CONTROL PLAN TEMPLATE**  
**Marijuana Cultivation<sup>1</sup>**

**1. TABLE OF CONTENTS**

**2. FACILITY INFORMATION**

- a. Name of facility
- b. Name, phone number, and email of facility owner
- c. Name, phone number, and email of facility operator or licensee, and any authorized designees
- d. Facility physical address
- e. Facility mailing address (if different from physical address)
- f. Facility type
- g. Facility hours of operation
- h. Description of facility operations
- i. Emergency contact information
- j. Business license application number(s) and/or business file number(s) (if applicable)
- k. Air permit and permit number (if applicable)

**3. FACILITY ODOR EMISSIONS INFORMATION**

- a. Facility floor plan

*This section should include a facility floor plan, with locations of odor-emitting activity(ies) and emissions specified. Relevant information may include, but is not limited to, the location of doors, windows, ventilation systems, and odor sources. If a facility has already provided the locations of specific odor-emitting activities and emissions in its business license application floor plan, it may instead reference the facility's business file number(s) and the relevant sections within such application where the floor plan is located.*

- b. Specific odor-emitting activity(ies)

---

<sup>1</sup> **NOTE:** If the owner or operator of a facility believes that certain information contained in its odor control plan is confidential, it should clearly mark all information as such. This does not guarantee that such information will be exempt from disclosure under the Colorado Open Records Act. See C.R.S. § 24-72-200.1–206.

*This section should describe the odor-emitting activities or processes (e.g., cultivation) that take place at the facility, the source(s) (e.g., budding plants) of those odors, and the location(s) from which they are emitted (e.g., flowering room).*

- c. Phases (timing, length, etc.) of odor-emitting activities

*This section should describe the phases of the odor-emitting activities that take place at the facility (e.g., harvesting), with what frequency they take place (e.g., every two weeks on Tuesdays), and for how long they last (e.g., 48 hours).*

**4. ODOR MITIGATION PRACTICES** (all based on industry-specific best control technologies and best management practices)

*For each odor-emitting source/process outlined in Section 3(b) of the Odor Control Plan, specify the administrative and engineering controls the facility implements or will implement to control odors.*

**NOTE** that descriptions of 'administrative controls' and 'engineering controls' shall include, but are not limited to, the following sections:

- a. Administrative Controls

- i. Procedural activities

*This section should describe activities such as building management responsibilities (e.g., isolating odor-emitting activities from other areas of the buildings through closing doors and windows).*

- ii. Staff training procedures

*This section should describe the organizational responsibility(ies) and the role/title(s) of the staff members who will be trained about odor control; the specific administrative and engineering activities that the training will encompass; and the frequency, duration, and format of the training (e.g., 60 minute in-person training of X staff, including the importance of closing doors and windows and ensuring exhaust and filtration systems are running as required).*

- iii. Recordkeeping systems and forms

*This section should include a description of the records that will be maintained (e.g., records of purchases of replacement carbon, performed maintenance tracking, documentation and notification of malfunctions, scheduled and performed training sessions, and monitoring of administrative and engineering controls).*

*Any examples of facility recordkeeping forms should be included as appendices to the OCP.*

- b. Engineering Controls

- i. The best control technology for marijuana cultivation facilities is carbon filtration.
  - ii. For Existing facilities with engineering controls for all odor sources on the date of rule adoption:

- 1) Evidence that engineering controls for all odor sources were installed and operational on the date of rule adoption
- 2) Evidence that engineering controls are sufficient to effectively mitigate odors for all odor sources

*This section should include evidence that Engineering Controls meet at least one of the following:*

- A) *Are consistent with accepted and available industry-specific best control technologies designed to effectively mitigate odors for all odor sources.*
  - B) *Have been reviewed and certified by a Professional Engineer or a Certified Industrial Hygienist as sufficient to effectively mitigate odors for all odor sources.*
  - C) *Have been approved by the Department as sufficient to effectively mitigate odors for all odor sources.*
- 3) Components of engineering controls

*This section shall include, but is not limited to, technical system design, a description of technical process(es), and an equipment maintenance plan.*

A) System design

*The system design should describe the odor control technologies that are installed and operational at the facility (e.g., carbon filtration) and to which odor-emitting activities, sources, and locations they are applied (e.g., bud room exhaust).*

B) Operational processes

*This section should describe the activities being undertaken to ensure the odor mitigation system remains functional, the frequency with which such activities are performed, and the role/title(s) of the personnel responsible for such activities (e.g., when trimming activities are conducted, X personnel are responsible for isolating the trim room from non-odorous areas of the facility and for ensuring the exhaust system is operational and routed through odor mitigation systems).*

C) Maintenance plan

*The maintenance plan should include a description of the maintenance activities that are performed, the frequency with which such activities are performed, and the role/title(s) of the personnel responsible for maintenance activities. The activities should serve to maintain the odor mitigation systems and optimize performance (e.g., change carbon filter, every 6 months, carried out by the facility manager).*

iii. For new facilities and existing facilities without engineering controls for all odor sources on the date of rule adoption

- 1) The engineering control system and all components shall be reviewed and certified by a Professional Engineer or a Certified Industrial Hygienist as meeting professional expectations of competency and as sufficient to effectively mitigate odors for all odor sources.

*This section shall include, but is not limited to, technical system design, a description of technical process(es), and an equipment maintenance plan.*

A) System design

*The system design should describe the odor control technologies to be installed and implemented at the facility (e.g., carbon filtration) and to which odor-emitting activities, sources, and locations they will be applied (e.g., bud room exhaust). It should describe critical design factors and criteria, with supporting calculations presented as appropriate (e.g., desired air exchanges per hour required to treat odorous air from specific areas, odor capture mechanisms, exhaust flow rates, rates of carbon adsorption consumption, etc.).*

B) Operational processes

*This section should describe the activities that will be undertaken to ensure the odor mitigation system remains functional, the frequency with which such activities will be performed, and the title/role(s) of the personnel responsible for such activities (e.g., when trimming activities are conducted, X personnel are responsible for isolating the trim room from non-odorous areas of the facility and for ensuring the exhaust system is operational and routed through odor mitigation systems).*

C) Maintenance plan

*The maintenance plan should include a description of the maintenance activities that will be performed, the frequency with which such activities will be performed, and the role/title(s) of the personnel responsible for maintenance activities. The activities should serve to maintain the odor mitigation system and optimize performance (e.g., change carbon filter, every 6 months, carried out by the facility manager).*

- iv. If the facility reasonably believes that Engineering Controls are not necessary to effectively mitigate odors for all odor sources, the facility shall submit as part of its OCP the basis for such belief.

c. Timeline for implementation of odor mitigation practices

*The timeline should begin upon receipt of approval from the Department, and should include a comprehensive timeline for the design, review process, installation, and operation of the*

*various odor mitigation practices outlined in Section 4 of the Odor Control Plan. In general, a timeline should consist of, but is not limited to, the following:*

- i. Approval of OCP by the Department
  - ii. Approval of OCP by other City agencies
  - iii. Purchase and installation of engineering controls
  - iv. Inspections and approval by City agencies
- d. Complaint tracking system

*This section may include, but is not limited to, the mechanism for, and the responsible staff involved in, receiving odor-related complaints, how and by whom such complaints will be addressed, and how the odor complaint and response will be recorded (e.g., logbook, complaint report).*

## **5. APPENDICES**

- a. Any recordkeeping forms from Section 4.a.iii.
- b. Odor complaint and response tracking form from Section 4.d.

**APPENDIX B**  
**ODOR CONTROL PLAN TEMPLATE**  
**Marijuana-Infused Products (MIPs)<sup>1</sup>**

**1. TABLE OF CONTENTS**

**2. FACILITY INFORMATION**

- a. Name of facility
- b. Name, phone number, and email of facility owner
- c. Name, phone number, and email of facility operator or licensee, and any authorized designees
- d. Facility physical address
- e. Facility mailing address (if different from physical address)
- f. Facility type
- g. Facility hours of operation
- h. Description of facility operations
- i. Emergency contact information
- j. Business license application number(s) and/or business file number(s) (if applicable)
- k. Air permit and permit number (if applicable)

**3. FACILITY ODOR EMISSIONS INFORMATION**

- a. Facility floor plan

*This section should include a facility floor plan, with locations of odor-emitting activity(ies) and emissions specified. Relevant information may include, but is not limited to the location of doors, windows, ventilation systems, and odor sources. If a facility has already provided the locations of specific odor-emitting activities and emissions in its business license application floor plan, it may instead reference the facility's business file number(s) and the relevant sections within such application where the floor plan is located.*

- b. Specific odor-emitting activity(ies)

*This section should describe the odor-emitting activities or processes that take place at the facility, the source(s) of those odors, and the location(s) from which they are emitted.*

---

<sup>1</sup> **NOTE:** If the owner or operator of a facility believes that certain information contained in its odor control plan is confidential, it should clearly mark all information as such. This does not guarantee that such information will be exempt from disclosure under the Colorado Open Records Act. See C.R.S. § 24-72-200.1–206.

- c. Phases (timing, length, etc.) of odor-emitting activities

*This section should describe the phases of the odor-emitting activities that take place at the facility, with what frequency they take place (e.g., every two weeks on Tuesdays), and for how long they last (e.g., 48 hours).*

**4. ODOR MITIGATION PRACTICES** (all based on industry-specific best control technologies and best management practices)

*For each odor-emitting source/process outlined in Section 3(b) of the Odor Control Plan, specify the administrative and engineering controls the facility implements or will implement to control odors.*

**NOTE** that descriptions of 'administrative controls' and 'engineering controls' shall include, but are no limited to, the following sections:

- a. Administrative Controls

- i. Procedural activities

*This section should describe activities such as building management responsibilities (e.g. isolating odor-emitting activities from other areas of the buildings through closing doors and windows).*

- ii. Staff training procedures

*This section should describe the organizational responsibility(ies) and the role/title(s) of the staff members who will be trained about odor control; the specific administrative and engineering activities that the training will encompass; and the frequency, duration, and format of the training (e.g., 60 minute in-person training of X staff, including the importance of closing doors and windows and ensuring exhaust and filtration systems are running as required).*

- iii. Recordkeeping systems and forms

*This section should include a description of the records that will be maintained (e.g., records of purchases of replacement carbon, performed maintenance tracking, documentation and notification of malfunctions, scheduled and performed training sessions, and monitoring of administrative and engineering controls).*

*Any examples of facility recordkeeping forms should be included as appendices to the OCP.*

- b. Engineering Controls

- i. The best control technology for MIPs facilities is carbon filtration.
  - ii If the facility reasonably believes that Engineering Controls are not necessary to effectively mitigate odors for all odor sources, the facility shall submit as part of its odor control plan the basis for such belief.

*A MIPs facility that demonstrates all of the following does not need engineering controls to effectively mitigate odors:*



- 1) *The facility does not use oil activation processes on-site, and/or all products are made with activated oil.*
- 2) *The facility does not use distillation or extraction processes on-site; or the facility has received a permit from the Fire Department to use certain distillation or extraction processes.*
- 3) *The facility does not have cultivation processes co-located on-site. (If any cultivation processes are co-located on-site, engineering controls are required).*

**NOTE:** *A facility's belief that it does not need engineering controls to effectively mitigate odors for all odor sources is subject to approval by the Department.*

iii. For Existing facilities with engineering controls for all odor sources on the date of rule adoption:

- 1) Evidence that engineering controls for all odor sources were installed and operational on the date of rule adoption
- 2) Evidence that engineering controls are sufficient to effectively mitigate odors for all odor sources

*This section should include evidence that Engineering Controls meet at least one of the following:*

- A) *Are consistent with accepted and available industry-specific best control technologies designed to effectively mitigate odors for all sources.*
  - B) *Have been reviewed and certified by a Professional Engineer or a Certified Industrial Hygienist as sufficient to effectively mitigate odors for all odor sources.*
  - C) *Have been approved by the Department as sufficient to effectively mitigate odors for all odor sources.*
- 3) Components of engineering controls

*This section shall include, but is not limited to, technical system design, a description of technical process(es), and an equipment maintenance plan.*

A) System design

*The system design should describe the odor control technologies that are installed and operational at the facility (e.g., carbon filtration) and to which odor-emitting activities, sources, and locations they are applied.*

B) Operational processes

*This section should describe the activities being undertaken to ensure the odor mitigation system remains functional, the frequency*

*with which such activities are being performed, and the role/title(s) of the personnel responsible for such activities.*

C) Maintenance plan

*The maintenance plan should include a description of the maintenance activities that are performed, the frequency with which such activities are performed, and the role/title(s) of the personnel responsible for maintenance activities. The activities should serve to maintain the odor mitigation systems and optimize performance (e.g., change carbon filter, every 6 months, carried out by the facility manager).*

iv. For new facilities and existing facilities without engineering controls for all odor sources on the date of rule adoption

- 1) The engineering control system and all components shall be reviewed and certified by a Professional Engineer or a Certified Industrial Hygienist as meeting professional expectations of competency and as sufficient to effectively mitigate odors for all odor sources.

*This section shall include, but is not limited to, technical system design, a description of technical process(es), and equipment an equipment maintenance plan.*

A) System design

*The system design should describe the odor control technologies to be installed and implemented at the facility (e.g., carbon filtration) and to which odor-emitting activities, sources, and locations they will be applied. It should describe critical design factors and criteria, with supporting calculations presented as appropriate (e.g., desired air exchanges per hour required to treat odorous air from specific areas, odor capture mechanisms, exhaust flow rates, rates of carbon adsorption consumption, etc.).*

B) Operational processes

*This section should describe the activities that will be undertaken to ensure the odor mitigation system remains functional, the frequency with which such activities will be performed, and the title/role(s) of the personnel responsible for such activities.*

C) Maintenance plan

*The maintenance plan should include a description of the maintenance activities that will be performed, the frequency with which such activities will be performed, and the role/title(s) of the personnel responsible for maintenance activities. The activities should serve to maintain the odor mitigation system and optimize*

*performance (e.g., change carbon filter, every 6 months, carried out by the facility manager).*

c. Timeline for implementation of odor mitigation practices

*The timeline should begin upon receipt of approval from the Department, and should include a comprehensive timeline for the design, review process, installation, and operation of the various odor mitigation practices outlined in Section 4 of the Odor Control Plan. In general, a timeline should consist of, but is not limited to, the following:*

- i. Approval of OCP by the Department
- ii. Approval of OCP by other City agencies
- iii. Purchase and installation of engineering controls
- iv. Inspections and approval by City agencies

d. Complaint tracking system

*This section may include, but is not limited to, the mechanism for, and the responsible staff involved in, receiving odor-related complaints, how and by whom such complaints will be addressed, and how the odor complaint and response will be recorded (e.g. logbook, complaint report).*

**5. APPENDICES**

- a. Any recordkeeping forms from Section 4.a.iii.
- b. Odor complaint and response tracking form from Section 4.d.

## Corporate Information Required for Business Entities

Responses to questions below must match information on file with the MA Secretary of State's office.

1. Exact legal name: CNA Stores, Inc.
2. Doing Business As, if any: \_\_\_\_\_
3. Date of filing with Secretary of State: 7-13-2018 State in which you are formed: MA
4. If not a MA business entity, date on which you were authorized to transact business in the State of MA  
\_\_\_\_\_
5. List the name, addresses and title of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS	TITLE	% OWNERSHIP
Robert DiFazio	6 Baker St, Amesbury MA 01913	CEO	51%
Billie R Haggard	100 Main St, Amesbury MA 01913	CFO	49%

(Stock ownership in non-publicly traded companies must add up to 100%.)

  
\_\_\_\_\_  
Signature of Duly Authorized Person

3/19/18  
\_\_\_\_\_  
Date

Robert DiFazio

FIORELLO & MIGLIORI  
ATTORNEYS AT LAW

KAREN L. FIORELLO  
kfiorello@fimilaw.com

FIREHOUSE CONDOMINIUMS  
18 ESSEX STREET  
HAVERHILL, MASSACHUSETTS 01832  
TEL 978/373-3003 FAX 978/373-3066

MICHAEL J. MIGLIORI  
mmigliori@fimilaw.com

March 29, 2019

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

Re: Special Permit  
LME for CNA Stores, Inc.

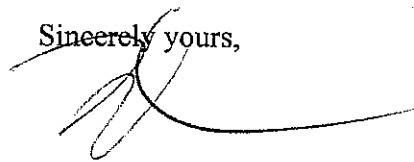
Dear President Michitson and Members of the City Council:

Please be advised that the above-referenced application hereby waives the sixty-five (65) day statutory requirement for the Council to act on the Special Permit LME.

Thank you for your consideration in this matter.

Should you have any questions, please don't hesitate to contact me.

Sincerely yours,



Michael J. Migliori

MJM/dma  
c.c.: Haverhill City Clerk



City of Haverhill, Massachusetts  
James J. Fiorentini, Mayor

## Host Community Agreement

CITY OF HAVERHILL AND CNA STORES INC. THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 12 day of DEC, 2019, by and between CNA STORES INC., a Massachusetts incorporated company, and any successor in interest, with a principal office address of 100 MAIN ST ANDOVER, MA ("the Company"), and the City of Haverhill, a Massachusetts municipal corporation with a principal address of 4 Summer Street, Haverhill MA 01830 ("the City"), acting by and through its Mayor in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate an Adult Use Retail Marijuana Establishment at 558 River St, Haverhill MA, known as ASSESSOR'S MAP \_\_, PARCEL \_\_, in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the City in accordance with its Zoning Ordinance including a special permit and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the City in the event that it receives the requisite licenses from THE CANNABIS CONTROL COMMISSION ("CCC") or such other state licensing or monitoring authority, as the case may be, to operate Adult Use Retail Establishment and receives all required local permits and approvals from the City including a special permit;

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the Municipality, and in the event the contingencies noted below are met, intends to provide certain benefits to the Municipality over and above typical economic development benefits attributable with similar new manufacturing and retail concerns locating in the Municipality; and

WHEREAS, the Municipality believes that the Company's operation of a Licensed Retail Marijuana Establishment in Haverhill, coupled with its contributions to the Municipality, as set forth herein, would advance the public good;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of Adult Use Retail Establishment (hereinafter "Facility"), such activities to be only done in accordance with the applicable state and local laws and regulations in the City;

WHEREAS, the City and the Company agree that the Company will have a substantial impact on the traffic, neighborhood where they wish to locate and the entire city and

WHEREAS, the city and the Company agree that the city will be required to extend substantial additional resources as a result of the company's presence in the city and

WHEREAS, the company and the city acknowledge the additional costs and burdens imposed on the city as a result of the city being a border community with New Hampshire;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the City agree as follows:

## I. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

## II. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Adult Use Retail Establishment and receives any and all necessary and required permits and licenses of the City, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the proposed Adult Use Retail Establishment in the City, then the Company agrees to provide the following Annual Payments: provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the City for any fees associated with the negotiation of this Agreement. In the event that the Company fails to remit the agreed payments, and if said payments are not made to the City within 30 days of notice to the Company, the City reserves the right to terminate the Agreement and notify the Cannabis Control Commission.

### A. Community Impact Fee

The Company anticipates that the City will incur additional expenses and impacts on the City's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the City. Accordingly, in order to mitigate the financial impact on the City and use of City resources, the Company agrees to pay an Annual Community Impact Fee to the City, in the amount and under the terms provided herein that is reasonably related to the costs imposed upon the City by the operation of the Company's Marijuana Establishment.

1. The Company shall make annual host community payments of **three percent (3%) of the gross sales of the Marijuana Establishment to the Municipality** (the "Annual Payment") for a period of five (5) years. The initial Annual Payment shall be due twelve (12) months after the issuance of a Final Certificate of Registration or its equivalent (the "Initial Payment"), and each subsequent Annual Payment shall be due on the anniversary date of the Initial Payment.

2. The Annual Community Impact Fee shall be paid quarterly per the City's fiscal year (July 1- June 30). The Annual Community Impact Fee for the first quarter of operation shall be prorated.
3. The City shall use the above referenced payments in its sole discretion but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the City.
4. The Company agrees to provide an **additional annual payment of:** The sum of Twenty Five Thousand Dollars (\$25,000) to be made to a charity chosen by city.
5. Payments: The Company shall make the payments set forth above in this Section of this Agreement made payable to the Municipality. The parties understand and acknowledge that the Municipality is under no obligation to use the payments described in this Section in any particular manner, provided, however, that the payments are reasonably related to the costs imposed upon the Municipality by the operation of the Marijuana Establishment.
6. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Company shall be required to pay the City a late payment penalty equal to five percent (5%) per month of such required payments.

#### **B. Additional Costs, Payments and Reimbursements**

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the City's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and reasonable fees generally applicable to other commercial developments in the City.
2. Traffic and Parking Study Peer Review: The Company agrees that they will conduct and submit traffic and parking study or studies regarding the proposed location. The studies will include an analysis of traffic generation, circulation, and off street parking demand to determine sufficient parking and optimum configuration for site ingress and egress. The studies will include an analysis of any temporary effects of opening in that particular location and shall include a contingency mitigation plan in the event that the temporary effects causes traffic or parking problems in that location. Those contingency plans may include such items as appointment only sale periods, leasing spaces in areas not directly adjacent to the location and providing shuttle service, hiring of detail officers or flag personnel, or other mitigation plans as may be approved by the city. The City may require a peer review of any such traffic and parking study or studies, and the Company agrees to pay for reasonable consulting fees to provide peer review of the traffic and/or parking studies. The company shall submit detailed plans to mitigate any traffic or parking problems that are foreseen either in the study done by the applicant or in the peer review, including temporary problems. Approval of the traffic and parking plans and the mitigation plans by the Mayor and Police Chief shall be required prior to



issuance of an occupancy permit or any other permits required by the city to the extent that this is allowed by law.

### **C. Annual Reporting for Host Community Impact Fees and Benefit Payments**

The Company shall submit annual sales report to the City within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the City, the Company shall provide the City with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the City to have its financial records examined and audited by an Independent Financial Auditor, the expense of which shall be borne by the City. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the City and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

1. Other Payments: Company anticipates that it will make annual purchases of water, sewer and other services from City agencies. Company will pay any and all fees associated with the local permitting and operation of the Marijuana Establishment.
2. Review: The Municipality and the Company will review the Annual Payment every twelve (12) months to ensure that the Annual Payment is reasonably related to the costs imposed upon the Municipality by the operation of the Marijuana Establishment.
3. Local Taxes: At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. The company shall also comply at all times with the collection and payment of the local option excise on the retail sales of marijuana for adult use as provided for by local and state law.

### III. Community Support and Additional Obligations

- A. The Company agrees to provide no less than 100 man hours annually to participate in community service activities including but not limited to; City-sponsored educational programs on public health and drug abuse prevention, senior assistance, community cleanup, veteran's assistance.
- B. Local Vendors - to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Marijuana Establishment. Company shall use good faith efforts to utilize vendors and/or contractors based in the City.
- C. Employment/Salaries - except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts to hire employees that are City residents.
- D. To the extent that this practice is allowed by Federal and State law, and except for senior management, the company agrees to pay the prevailing wage in the construction or remodeling of their facilities and in the operation of the facility.
- E. Company shall provide the Municipality with annual reports indicating the percentages of vendors and employees in accordance with paragraphs (B) and (C) above.
- F. The Company shall, at least annually, provide the Municipality with copies of all reports submitted to the CCC regarding operations at the Marijuana Establishment.
- G. The Company will work with the Municipality's Health Department to ensure that all Company products are tested to the satisfaction of the Municipality.

### IV. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

The Company shall also comply at all times with the collection and payment of the local option excise on the retail sales of marijuana for adult use as provided for by local and state law.

## **V. Security**

To the extent requested by the City's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, traffic and parking concerns, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the proposed Adult Use Retail Establishment, and with regard to any anti-diversion procedures.

To the extent requested by the Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

## **VI. Community Impact Hearing Concerns**

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed by the City and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

## **VII. Additional Obligations**

The obligations of the Company and the City recited herein are specifically contingent upon the Company obtaining a license for operation of an Adult Use Retail Marijuana Establishment in the City, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate an Adult Use Retail Marijuana Establishment in the City including a special permit.

This agreement does not affect, limit, or control the authority of City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Ordinances of the City, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Ordinances, and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the City, or to refrain from enforcement action against the Company and/or its proposed Facility for violation of the terms of said permits and approvals or said statutes, Ordinances, and regulations.

### **VIII. Re-Opener/Review**

The Company shall be required to provide to the City notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company enters into a Host Community Agreement for an Adult Use Retail Marijuana Establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the City pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the City equivalent to those provided to the other municipality.

### **IX. Support**

The City agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the City's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

### **X. Term and Termination**

This Agreement shall take effect on the day above written and executed, subject to the contingencies noted herein. This agreement shall continue in effect for five (5) years from the date of this Agreement. In the event Company no longer does business in the Municipality or in any way loses or has its license revoked by the State, this Agreement shall become null and void. The Municipality may terminate this Agreement at any time. Company shall not be required to cease operations at the termination of this Agreement.

In the event that the Cannabis Control Commission suspends, cancels or revokes the license of the company, the company shall cease operation.

### **XI. Successors/Assigns**

The Company shall not assign, sublet, or otherwise transfer this agreement in whole or in part, without the prior written consent from the City which consent shall not be unreasonably withheld or delayed, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the City and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the City. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the City of Haverhill nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or

entity for which the Company does not maintain a controlling equity interest (iv) any assignment for the benefit of creditors; and/or (v) any other assignment not approved in advance in writing by the City.

## **XII. Notices**

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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

To Licensee: 160 Main St, Amesbury MA 01913

## **XIII. Severability**

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the City would be substantially or materially prejudiced.

## **XIV. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

## **XV. Entire Agreement**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the City with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

## **XVI. Amendments/Waiver**

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

## **XVII. Headings**

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

## **XVIII. Counterparts**

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

## **XIX. Signatures**

Electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

## **XX. No Joint Venture**

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the City as joint ventures or partners.

## **XXI. Nullity**

This Agreement shall be null and void in the event that the Company does not locate an Adult Use Retail Establishment in the City or relocates the Facility out of the City, provided, however, that if the Company decides not to locate an Adult Use Retail Establishment in the City of Haverhill, the Company shall reimburse the City for reasonable fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the City, the Company agrees that an adjustment of Annual Payments due to the City hereunder shall be calculated based upon the period of occupation of the Facility in the City, but in no event shall the City be responsible for the return of any funds provided to it by the Company.

## **XXII. Indemnification**

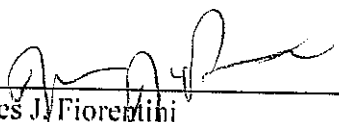
The Company shall indemnify, defend, and hold the City of Haverhill harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the City, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the City's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the City, to reimburse the City for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

## **XXIII. Third-Parties**

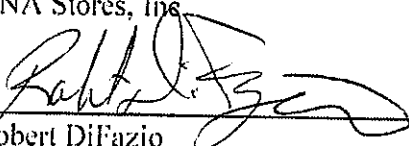
Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

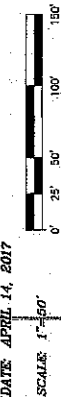
City of Haverhill

  
\_\_\_\_\_  
James J. Fiorentini  
Mayor

CNA Stores, Inc.

  
\_\_\_\_\_  
Robert DiFazio  
CEO

1. SEE LAND COURT BOOK #365 PAGE #71052 AND PLAN #162469 E.S.D.R.D. SEE CITY ASSESSORS MAP #508 BLOCK #260 LOT #9 FOR SITE.
2. PAVEMENT LOCATION 4-12-17 BY G.P.S.



**MERRIMACK ENGINEERING SERVICES**  
86 PARK STREET  
ANDOVER, MASSACHUSETTS 01810

PLAN OF LAND  
IN  
HAVERHILL, MASSACHUSETTS  
SHOWING EXISTING PARKING LOTS

**M & S REALTY TRUST**

617 SHAWSHEEN STREET  
TENKSURY, MASSACHUSETTS 01878

DATE: APRIL 14, 2017



506-253-1 AMODIO JAMES P-ETUX 40 GUSTIN ST METHUEN, MA 01844	508-255-11 PORTILLO JORGE ALBERTO-ETUX 12 EDWIN ST HAVERHILL, MA 01832	508-258-1 ALEXANDER FAMILY REALTY TRUST 170 MARGIN ST HAVERHILL, MA 01832
506-253-17 ANDRUS LAUREN M 10 VIEW ST HAVERHILL, MA 01832	508-255-12 SMOLAR ANTHONY R-ETUX 2 EDWIN ST HAVERHILL, MA 01830	508-259-1 FLORENCE AVENUE REALTY TR 43 MT DUSTIN AV HAVERHILL, MA 01832
506-253-19 ORTIZ FRANCHESCO 511 RIVER ST HAVERHILL, MA 01832	508-255-2 DMS AUTO SALES, LLC 58 GLENWOOD ST MALDEN, MA 02148	508-259-7 THE DIVERSIFIED TRUST 11 WARRENTON RD HAVERHILL, MA 01832
506-253-2 SOTO CHAIRA 20 FLORENCE AV HAVERHILL, MA 01832	508-255-7 LAMBERT SHERYL A-ETUX 138 WHITEHALL RD AMESBURY, MA 01913	508-260-8 SARKIS FAMILY TRUST 560 RIVER STREET HAVERHILL, MA 01832
506-253-20 ALMONTE TOMASA 515 RIVER ST HAVERHILL, MA 01832	508-255-8 AUCLAIR RANDALL ETUX 20 EDWIN STREET HAVERHILL, MA 01832	508-260-9 M & S REALTY TRUST 617 SHAWSHEEN ST TEWKSBURY, MA 01876
506-253-3 DUPUIS SHAWN S 48 SNOW RD HAVERHILL, MA 01832	508-255-9 CITY OF HAVERHILL 4 SUMMER ST HAVERHILL, MA 01830	508-262-1 SPERA LENA 59 MAXWELL ST HAVERHILL, MA 01832
507-250-17 ELLIOTT DEBORAH J 112 MARGIN ST HAVERHILL, MA 01830	508-256-4 BOYD JOHN D-ETAL 48 FLORENCE AVENUE HAVERHILL, MA 01832	508-262-1A JESSICA A WINIECKI REVOCABLE LIVIN 67 MAXWELL ST HAVERHILL, MA 01832
507-251-1 GRECO GARY 3 COURTNEY DR BYFIELD, MA 01922	508-256-4B BROWN IRACEMA-ETAL 123 MARGIN ST HAVERHILL, MA 01832	508-262-2 HAMEL LENA LIFE EST 59 MAXWELL ST HAVERHILL, MA 01832
507-251-17 BARJAN REALTY CO 82 GERARD ST BOSTON, MA 02119	508-256-7 ALLEN CHRISTOPHER B-ETUX 516 RIVER ST HAVERHILL, MA 01832	508-262-3 SCAGLIONE ANTHONY M 51 MAXWELL ST HAVERHILL, MA 01832
508-255-10 CRETAROLO ALDO 10 DALTON AVE BRADFORD, MA 01835	508-257-1 SICKEL STEPHEN A 120 MARGIN ST HAVERHILL, MA 01832	508-262-7A JAFFARIAN GARY 312 RIVER ST HAVERHILL, MA 01832

508-263-1  
VILLERS PAUL J SR ETAL  
575 RIVER ST  
HAVERHILL, MA 01832

508-263-4  
DAROSA JOSE ETUX  
15 MAXWELL ST  
HAVERHILL, MA 01832

543-1-44  
JAY FOUR REALTY LLC  
600 RIVER ST  
HAVERHILL, MA 01832

543-3-39  
583 RIVER STREET, LLC  
P.O. BOX 2098  
HAVERHILL, MA 01831

ParcelID	StreetNum	StreetName	LocCity	Owner1	BillingAddress	City	State	Zip
506-253-1	523	RIVER ST	HAVERHILL	AMODIO JAMES P-ETUX	40 GUSTIN ST	METHUEN	MA	01844
506-253-17	10	VIEW ST	HAVERHILL	ANDRUS LAUREN M	10 VIEW ST	HAVERHILL	MA	01832
506-253-19	511	RIVER ST	HAVERHILL	ORTIZ FRANCHESCO	511 RIVER ST	HAVERHILL	MA	01832
506-253-2	20	FLORENCE AVE	HAVERHILL	SOTO CHAIRA	20 FLORENCE AV	HAVERHILL	MA	01832
506-253-20	515	RIVER ST	HAVERHILL	ALMONTE TOMASA	515 RIVER ST	HAVERHILL	MA	01832
506-253-3	18	FLORENCE AVE	HAVERHILL	DUPUIS SHAWN S	48 SNOW RD	HAVERHILL	MA	01832
507-250-17	110	MARGIN ST	HAVERHILL	ELLIOTT DEBORAH J	112 MARGIN ST	HAVERHILL	MA	01830
507-251-1	512	RIVER ST	HAVERHILL	GRECO GARY	3 COURTNEY DR	BYFIELD	MA	01922
507-251-17		MARGIN ST	HAVERHILL	BARIAN REALTY CO	82 GERARD ST	BOSTON	MA	02119
508-255-10	14	EDWIN ST	HAVERHILL	CRETAROLO ALDO	10 DALTON AVE	BRADFORD	MA	01835
508-255-11	12	EDWIN ST	HAVERHILL	PORTELLO JORGE ALBERTO-ETUX	12 EDWIN ST	HAVERHILL	MA	01832
508-255-12	2	EDWIN ST	HAVERHILL	SMOLAR ANTHONY R-ETUX	2 EDWIN ST	HAVERHILL	MA	01830
508-255-2	551	RIVER ST	HAVERHILL	DMS AUTO SALES, LLC	58 GLENWOOD ST	MALDEN	MA	02148
508-255-7	28	MAXWELL ST	HAVERHILL	LAMBERT SHERYL A-ETUX	138 WHITEHALL RD	AMESBURY	MA	01913
508-255-8	20	EDWIN ST	HAVERHILL	AUCLAIR RANDALL ETUX	20 EDWIN STREET	HAVERHILL	MA	01832
508-255-9		MAXWELL ST	HAVERHILL	CITY OF HAVERHILL	4 SUMMER ST	HAVERHILL	MA	01830
508-256-4	48	FLORENCE AVE	HAVERHILL	BOYD JOHN D-ETAL	48 FLORENCE AVENUE	HAVERHILL	MA	01832
508-256-4B	123	MARGIN ST	HAVERHILL	BROWN IRACEMA-ETAL	123 MARGIN ST	HAVERHILL	MA	01832
508-256-7	516	RIVER ST	HAVERHILL	ALLEN CHRISTOPHER B-ETUX	516 RIVER ST	HAVERHILL	MA	01832
508-257-1	120	MARGIN ST	HAVERHILL	SICKEL STEPHEN A	120 MARGIN ST	HAVERHILL	MA	01832
508-258-1	170	MARGIN ST	HAVERHILL	ALEXANDER FAMILY REALTY TRUST	170 MARGIN ST	HAVERHILL	MA	01832
508-259-1	53	FLORENCE AVE	HAVERHILL	FLORENCE AVENUE REALTY TR	43 MT DUSTIN AV	HAVERHILL	MA	01832
508-259-7	534	RIVER ST	HAVERHILL	THE DIVERSIFIED TRUST	11 WARRENTON RD	HAVERHILL	MA	01832
508-260-8	560	RIVER ST	HAVERHILL	SARKIS FAMILY TRUST	560 RIVER STREET	HAVERHILL	MA	01832
508-260-9	558	RIVER ST	HAVERHILL	M & S REALTY TRUST	617 SHAWSHOEN ST	TEWKSBURY	MA	01876
508-262-1		MAXWELL ST	HAVERHILL	SPERA LENA	59 MAXWELL ST	HAVERHILL	MA	01832
508-262-1A	67	MAXWELL ST	HAVERHILL	JESSICA A WINIECKI REVOCABLE LIVING TRUST	67 MAXWELL ST	HAVERHILL	MA	01832
508-262-2	59	MAXWELL ST	HAVERHILL	HAMEL LENA LIFE EST	59 MAXWELL ST	HAVERHILL	MA	01832
508-262-3	51	MAXWELL ST	HAVERHILL	SCAGLIONE ANTHONY M	51 MAXWELL ST	HAVERHILL	MA	01832
508-262-7A		MAXWELL ST	HAVERHILL	JAFFARIAN GARY	312 RIVER ST	HAVERHILL	MA	01832
508-263-1	573	RIVER ST	HAVERHILL	VILLERS PAUL J SR ETAL	575 RIVER ST	HAVERHILL	MA	01832
508-263-4	15	MAXWELL ST	HAVERHILL	DAROSA JOSE ETUX	15 MAXWELL ST	HAVERHILL	MA	01832
543-1-44	600	RIVER ST	HAVERHILL	JAY FOUR REALTY LLC	600 RIVER ST	HAVERHILL	MA	01832
543-3-39	583	RIVER ST	HAVERHILL	583 RIVER STREET, LLC	P.O. BOX 2098	HAVERHILL	MA	01831

FIORELLO & MIGLIORI  
ATTORNEYS AT LAW

KAREN L. FIORELLO  
kfiorello@fimilaw.com

MICHAEL J. MIGLIORI  
mmigliori@fimilaw.com

FIREHOUSE CONDOMINIUMS  
18 ESSEX STREET  
HAVERHILL, MASSACHUSETTS 01832  
TEL 978/373-3003 FAX 978/373-3066  
May 15, 2019

***Hand Delivered***

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

Re: Special Permit: Chapter 255 Article XIX LME-NE  
Owner: M & S Realty Trust  
Applicant: CNA Stores, Inc.  
Location: 558 River Street, Haverhill, MA  
Parcel ID: 508-260-9

Dear President Michitson:

Please be advised this office represents CNA Stores, Inc. regarding the property located at 558 River Street and being shown on Haverhill Assessor's Map 508 Block 260 Lot 9.

CNA Stores, Inc. is requesting a Special Permit from the City of Haverhill to operate an Adult Use Marijuana Establishment. The Haverhill Zoning Ordinance Chapter 255 Section 201 requires a Special Permit to operate an Adult Use Marijuana Establishment.

The property is shown in Haverhill Assessor's Map 508 Block 260 Lot 9 and is located in the "LME-NE" Zoning District.

Kindly schedule a hearing with the Council. I have filed the appropriate plans, reports and fees in connection with the requested Special Permit.

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

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

Sincerely yours,

Michael J. Migliori

MJM/dma



### **NOTICE OF COMMUNITY OUTREACH MEETING**

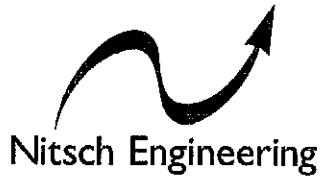
Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, CNA Stores, Inc., is scheduled for Wednesday, February 6<sup>th</sup>, 2019 at 6:00 PM at the Citizens Center located at 10 Welcome Street, Haverhill, MA 01830. The proposed Retail Marijuana Establishment is anticipated to be located at 558 River Street, Haverhill, MA 01830. There will be an opportunity for the public to ask questions.

Information to be presented at the meeting will include:

1. The type of Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the location will be maintained securely;
3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

Notice of this meeting will be published in a local newspaper of general circulation and filed with the city clerk, planning board, contracting authority for the city, and local licensing authority for the adult use of marijuana, if applicable, at least seven (7) calendar days prior to the meeting.

Notice of this meeting will also be mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and to abutters within 300 feet of the property line of the proposed location as they appear on the most recent applicable tax list.



2 Center Plaza, Suite 430  
Boston, MA 02108-1928  
T: 617-338-0063  
F: 617-338-6472  
[www.nitscheng.com](http://www.nitscheng.com)

June 6, 2019

Ms. Janet Kupris, CEO  
Full Harvest Moonz, LLC  
22 Veronica Lane  
Weymouth, MA 02189

RE: Nitsch Project #13358  
Recreational Marijuana Dispensary  
Traffic Analysis  
Haverhill, MA

Dear Ms. Kupris:

Nitsch Engineering prepared this analysis evaluation of various uses for the project area at 101 Plaistow Road (Route 125) in Haverhill, Massachusetts. The purpose of this evaluation is to compare the number of trips generated by the proposed Recreational Marijuana Dispensary and other By-Right uses such as liquor store, pet supply store, free standing discount store, pharmacy (CVS, Walgreen, etc.), fast food with drive through, convenience store, coffee shop (Donkin Donuts, Starbucks, etc.), fast food without drive through, and coffee shop without drive through.

We based our analysis for vehicle trips and parking demand on 2116 square feet of leasable floor area (or gross floor area) which is the area of the proposed dispensary. In addition, having the dispensary operation based on appointments and allowing three (3) appointment every 15 minutes would allow for full control over the traffic activities and eliminate the possibility for people intending site seeing.

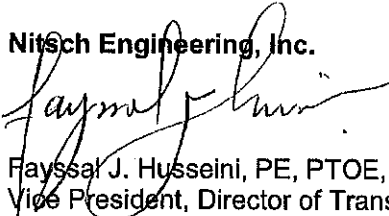
The attached figure shows comparison of bar charts for trip generation and parking requirements. The proposed dispensary generates the least number of trips and requires a low number of parking spaces.

Based on the assessment and evaluation, it is our professional opinion that this dispensary site will generate no impacts on the streets and roadways adjacent to the project site.

If you have any questions, please call.

Very truly yours,

**Nitsch Engineering, Inc.**



Fayssal J. Hussein, PE, PTOE, LEED Green Associate  
Vice President, Director of Transportation Engineering

FJH/mma

Enclosures: Comparison Chart

Q:\13358 Haverhill RMD\Transportation\Project Data\By-Right Trip Generation Rate Comparison 06062019.docx

Recreational Marijuana Retailer, Haverhill, MA  
Nitsch # 13358

LUC	Description	Daily Trips for 2116 sf of LFA	Peak Parking Demand
882	Marijuana Dispensary	120	6
899	Liquor Store	203	7
866	Pet Supply Superstore	80	4
815	Free-Standing Discount Store	106	4
880	Pharmacy	180	4
934	Fast Food with Drive-Through	942	17
851	Convenience Store	1525	11
937	Coffee Shop	1641	10
933	Fast Food without Drive-Through	692	20
936	Coffee Shop without Drive-Through	1409	21

**Legend**

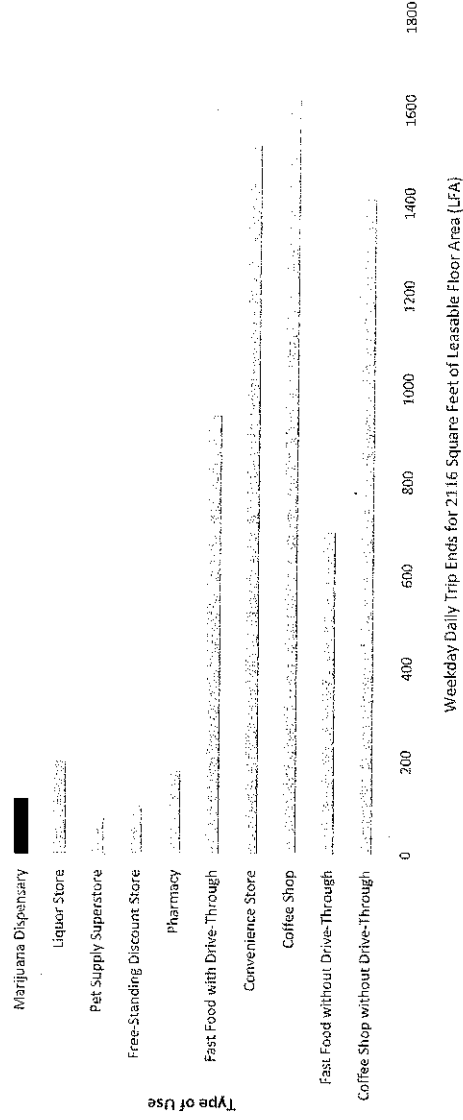
LFA: Leasable Floor Area

LUC: Land Use Code

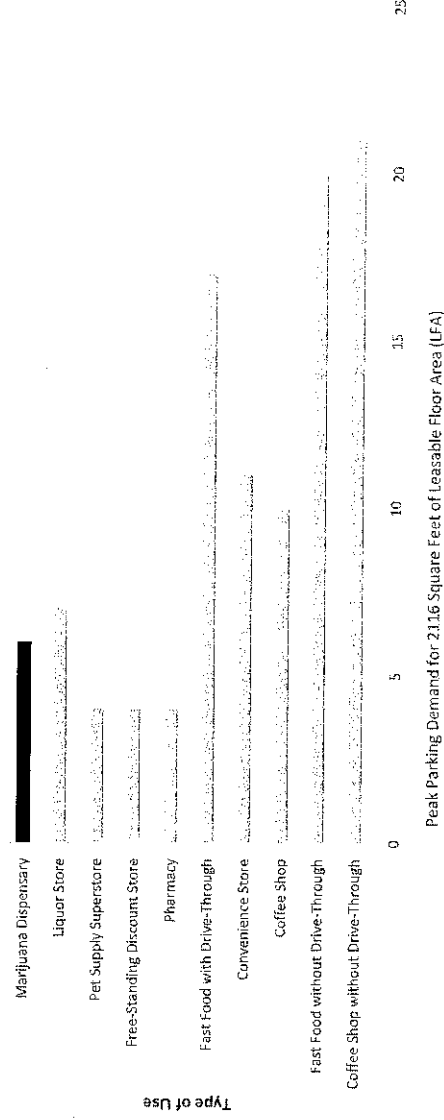
**Notes**

1. The daily trip generation was calculated based on the 2116 square feet of leasable floor area.
2. Parking generation for the dispensary was based on appointment base model; 3 appointments every 15 minutes (12 appointments per hour). All other uses are based on the recommended parking generation rates from the Institute of Transportation Engineers (ITE) Parking Generation Handbook, Current Edition.

**Food and Retail Trip Generation by Land Use**



**Food and Retail Peak Parking Demand by Land Use**





## Exhibit B: Examples of steps to make an appointment



In-office appointment (15 minutes) date May 30, 09:15 AM

Please select a date and time

⌚ 15 minutes

May 2019

Availability for Thursday, May 30, 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat		09:00 AM	10:45 AM	12:30 PM	02:15 PM
								<input checked="" type="checkbox"/> 09:15 AM			
								<input type="checkbox"/> 09:30 AM	<input type="checkbox"/> 11:00 AM	<input type="checkbox"/> 12:45 PM	<input type="checkbox"/> 02:30 PM
								<input type="checkbox"/> 09:45 AM	<input type="checkbox"/> 11:30 AM	<input type="checkbox"/> 01:15 PM	<input type="checkbox"/> 03:00 PM
								<input type="checkbox"/> 10:00 AM	<input type="checkbox"/> 11:45 AM	<input type="checkbox"/> 01:30 PM	<input type="checkbox"/> 03:15 PM
								<input type="checkbox"/> 10:15 AM	<input type="checkbox"/> 12:00 PM	<input type="checkbox"/> 01:45 PM	<input type="checkbox"/> 03:30 PM
								<input type="checkbox"/> 10:30 AM	<input type="checkbox"/> 12:15 PM	<input type="checkbox"/> 02:00 PM	<input type="checkbox"/> 03:45 PM

All times are shown in your time zone: Eastern Time (US & Canada) [Change](#) ⓘ

[Back](#) [Continue](#)

Online Services you will need



In-office appointment (15 minutes) date May 30, 09:15 AM

### Contact Info

Email  
JohnDoe@email.com

First Name  
John

Last Name  
Doe

Phone  
123-456-7890

This number will be used for SMS notifications

Notes

[Back](#)

[SUBMIT](#)



# SCHEDULE APPOINTMENT

Full Harvest Moonz

## Your booking request was sent

You will receive an email once Harvest Moonz confirms the booking.

Thanks for your booking. Looking forward to meeting you!

### Details

Service: In-office appointment

Date: 30 May 09:15 AM

Address:

### Manage booking

Need to reschedule or cancel your booking? Click 'Manage Booking'. To book additional services, click 'book another'. You can also view and change your booking from the confirmation email in your inbox.

[BOOK ANOTHER](#)

[MANAGE BOOKING](#)

Marijuana Establishment (LME) Special Permit - Add to a project



Expiration Date

Active

**LME-19-2**☐ Completed Apr 8, 2019 at 2:52pm☐ **Advisory Committee Approval - BC**  
Completed Apr 8, 2019 at 2:52pm☐ **Advisory Committee Approval - AH**  
Completed Apr 11, 2019 at 12:55pm☐ **Advisory Committee Approval - RM**  
Completed Apr 11, 2019 at 12:55pm☐ **Advisory Committee Approval - RT**  
Completed Apr 11, 2019 at 12:55pm☐ **Advisory Committee Approval - WP**  
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Completed May 9, 2019 at 3:29pm☐ **City Councilor Review**  
Completed May 10, 2019 at 9:49am☐ **Building Inspector Review for Special Permit**  
Completed May 13, 2019 at 10:17am☐ **Placed on City Council Agenda**  
Completed May 14, 2019 at 8:23am☐ **Conservation Department Approval**

Complete



Robert Moore



Robert Moore ✓

Remove Comment • Apr 11th 2019, 10:21am

Mike, is this just a fit up of an existing unit in the building? The site plan upload isn't a plan, but a contract for a plan. It discusses wetland delineations as part of plan development. Is there actual site work associated with this project? Rob



michael miglioni

Remove Comment • Apr 11th 2019, 11:20am

Rob that was a mistake on our part, I will be submitting the correct plan in a short while and will let you know. Thanks.



michael miglioni

Remove Comment • Apr 11th 2019, 11:36am

Rob I just uploaded the correct site plan.  
Thanks again.



Robert Moore ✓

Remove Comment • Apr 12th 2019, 9:58am

So it looks like no site work; they're using the existing parking. Can you confirm this is just an interior fit-up project?



michael miglioni

Remove Comment • Apr 12th 2019, 10:06am

That is correct Rob. Thanks.

Marijuana Establishment (LME) Special Permit - Add to a project

 Expiration Date

Active

## LME-19-2

READY

☐**Advisory Committee Approval - AH**

Completed Apr 11, 2019 at 12:55pm

☐**Advisory Committee Approval - RM**

Completed Apr 11, 2019 at 12:55pm

☐**Advisory Committee Approval - RT**

Completed Apr 11, 2019 at 12:55pm

☐**Advisory Committee Approval - WP**

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Completed May 10, 2019 at 9:49am

☐**Building Inspector Review for Special Permit**

Completed May 13, 2019 at 10:17am

☐**Placed on City Council Agenda**


Completed May 14, 2019 at 8:23am

☐**Assessor Compiles Abutters List**

Completed May 14, 2019 at 10:27am

☐**Planning Director Review for Special Permit**☐**Health Department Review for Special Permit**

Complete

 **Bonnie Dufresne**

 **Bonnie Dufresne** ✓

Remove Comment • Apr 16th 2019, 3:13pm

Please provide documentation of the disposal of solid waste and product waste

 **michael miglioni**

Remove Comment • Apr 17th 2019, 1:46pm

Bonnie, there will be no product waste as it arrives prepackaged for sale.  
There is a dumpster by the loading dock in the rear of the building for other waste.  
Thanks.

 **michael miglioni**

Remove Comment • Apr 24th 2019, 11:34am

Bonnie are we all set as far as the Health Department?

 **Bonnie Dufresne** ✓

Remove Comment • Apr 24th 2019, 12:45pm

Yes I have your response to my questions above. All set.

This step was assigned to Bonnie Dufresne . Apr 8, 2019 at 1:35pm

Bonnie Dufresne approved this step . Apr 18, 2019 at 12:19pm

Marijuana Establishment (LME) Special Permit · Add to a project

 Expiration Date

Active

## LME-19-2

☐**Advisory Committee Approval - AH**

Completed Apr 11, 2019 at 12:55pm

☐**Advisory Committee Approval - RM**

Completed Apr 11, 2019 at 12:55pm

☐**Advisory Committee Approval - RT**

Completed Apr 11, 2019 at 12:55pm

☐**Advisory Committee Approval - WP**

Completed Apr 11, 2019 at 12:55pm

☐**Conservation Department Approval**

Completed Apr 12, 2019 at 10:12am

☐**Health Department Review for Special Permit**

Completed Apr 18, 2019 at 12:19pm

☐**Wastewater Department Review for Special Permit**

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☐**Police Department Review for Special Permit**

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☐**Water Department Review for Special Permit**

Completed Apr 26, 2019 at 7:13am

☐**Engineering Department Review for Special Permit**

Completed May 9, 2019 at 3:29pm

☐**City Councilor Review**

Completed May 10, 2019 at 9:49am

☐**Building Inspector Review for Special Permit**

Completed May 13, 2019 at 10:17am

☐**Placed on City Council Agenda**

Completed May 14, 2019 at 8:23am

☐**Assessor Compiles Abutters List**

Completed May 14, 2019 at 10:27am

☐**Planning Director Review for Special Permit**☐**Wastewater Department Review for Special Permit**

Complete



Carrie Prescott

**Carrie Prescott** ✓

Remove Comment • Apr 23rd 2019, 2:05pm

Wastewater discharge application must be submitted to the wastewater department.

**michael miglioni**

Remove Comment • Apr 24th 2019, 11:33am

Carrie this is an existing building, not sure what you mean, can you please call me, 978 373 3003.  
Thanks.

**Carrie Prescott** ✓

Remove Comment • Apr 24th 2019, 12:00pm

All businesses need a ww discharge permit for our pretreatment department. I will email you and cc Andres, he is in charge of the pretreatment department

This step was assigned to Carrie Prescott . Apr 8, 2019 at 1:35pm

Carrie Prescott approved this step . Apr 23, 2019 at 2:05pm



Marijuana Establishment (LME) Special Permit - Add to a project

 Expiration Date

Active

## LME-19-2

- ☐ **Advisory Committee Approval - AH**  
Completed Apr 11, 2019 at 12:55pm
- ☐ **Advisory Committee Approval - RM**  
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- ☐ **Advisory Committee Approval - RT**  
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- ☐ **Placed on City Council Agenda**  
Completed May 14, 2019 at 8:23am
- ☐ **Assessor Compiles Abutters List**  
Completed May 14, 2019 at 10:27am
- ☐ **Planning Director Review for Special Permit**

☐ **Police Department Review for Special Permit**

Complete



Robert Pistone

**Robert Pistone** ✓

Remove Comment • Apr 22nd 2019, 11:22am

Is the proposed parking a definite?

**michael miglioni**

Remove Comment • Apr 24th 2019, 11:31am

Robert,

The parking as shown on the site plan is definite.

In addition we are leasing parking from the AMVETS on Primrose Street to ensure there are no issues.

Let me know if you have any other questions.

Thanks. MJM

**Robert Pistone** ✓

Remove Comment • Apr 24th 2019, 12:54pm

Police Department approval based on the proposed parking plan showing the additional 47 spaces . Approval also conditional on appointment only model that may only be lifted after approval from City of Haverhill and able to reinstate upon need due to public safety / traffic issues. Lastly approval based on exterior lighting plan acceptable to the Haverhill Police Department.

This step was assigned to Robert Pistone . Apr 8, 2019 at 1:35pm

Robert Pistone approved this step . Apr 24, 2019 at 12:54pm

Marijuana Establishment (LME) Special Permit - Add to a project



Expiration Date

Active

**LME-19-2**☐**Advisory Committee Approval - AH**

Completed Apr 11, 2019 at 12:55pm

☐**Advisory Committee Approval - RM**

Completed Apr 11, 2019 at 12:55pm

☐**Advisory Committee Approval - RT**

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Completed May 10, 2019 at 9:49am

☐**Building Inspector Review for Special Permit**

Completed May 13, 2019 at 10:17am

☐**Placed on City Council Agenda**

Completed May 14, 2019 at 8:23am

☐**Assessor Compiles Abutters List**

Completed May 14, 2019 at 10:27am

☐**Planning Director Review for Special Permit**☐**Fire Department Department Review for Special Permit**

Complete



Eric Tarpy



Michael Picard ✓

Remove Comment • Apr 16th 2019, 11:43am

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

Plans approved by the fire department are approved with the intent they comply in all respects to 780 CMR, 527 CMR 1.00, MGL Chapter 148 and any City of Haverhill ordinance. Any omissions or errors on the plans do not relieve the applicant of complying with applicable requirements. The Fire Department reserves the right to comment further on this project as more detailed plans are submitted.



michael miglioni

Remove Comment • Apr 17th 2019, 1:47pm

We are in full agreement and will comply, thank you.



michael miglioni

Remove Comment • Apr 24th 2019, 11:35am

Can you please sign off on this?



Eric Tarpy ✓

Remove Comment • Apr 24th 2019, 12:55pm

As stated above, Applicant must comply with MSBC and Fire Protection Requirements based on the presented use.

Marijuana Establishment (LME) Special Permit - Add to a project

Expiration Date

Active

**LME-19-2**

- ☐ **Advisory Committee Approval - AH**  
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- ☐ **Assessor Compiles Abutters List**  
Completed May 14, 2019 at 10:27am
- ☐ **Planning Director Review for Special Permit**

☐ **Water Department Review for Special Permit**

Complete



Glenn Smith



**Glenn Smith** ✓

Remove Comment • Apr 26th 2019, 7:13am

The Water Maintenance Department has NO COMMENTS for the Marijuana Establishment Special Permit for 558 River Street

This step was assigned to Glenn Smith . Apr 8, 2019 at 1:35pm  
Glenn Smith approved this step . Apr 26, 2019 at 7:13am

Marijuana Establishment (LME) Special Permit - Add to a project

 Expiration Date

Active

## LME-19-2

- ☐ **Advisory Committee Approval - AH**  
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- ☐ **Planning Director Review for Special Permit**



michael migliori

Remove Comment • May 7th 2019, 3:54pm

Hi John, any questions on this project?



**John Pettis** ✓

Remove Comment • May 9th 2019, 3:29pm

I have reviewed all provided information. I am now approving the project on my end for moving forward to the Special Permit stage with City Council.

My associated comments are:

1. The plan indicates 77 parking spaces, several of which would be taken by the existing Granite and Vap stores. My understanding is that ITE recommends 8.77 parking spaces per 1000 sq ft building. The 8473 sq ft of building being used would then translate to 74 parking spaces, or just over what is being provided. I recommend that, should a Special Permit be granted, it be with the provision that it is by appointment only until such time that the City deems it is acceptable to allow walk-in business. The ITS projections for number of customers (if unregulated) is well in excess of the estimated 20 appointments per hour that applicant has proposed. I recommend that consideration be given to making the minimum duration of the appointment-only operations be until the minimum number of facilities Haverhill must allow (6?) be open for a month. Alternatively, I recommend that approval of the Police Chief, Fire Chief and City Engineer be needed.
2. I understand that should the Special Permit be granted and all other required approvals be secured, the project will be submitted to the Departments as a Site Plan, so we can ensure all applicable codes and regulations are met.



**John Pettis** ✓

Remove Comment • Jun 17th 2019, 4:13pm

Updated comments:

1. The plan indicates 77 parking spaces, several of which would be taken by the existing Granite and Vap stores. My understanding is that ITE recommends 8.77 parking spaces per 1000 sq ft building. The 8473 sq ft of building being used would then translate to 74 parking spaces, or just over what is being provided. I recommend that, should a Special Permit be granted, it be with the provision that it is by appointment only until such time that the City deems it is acceptable to allow walk-in business. The ITS projections for number of customers (if unregulated) is well in excess of the estimated 20 appointments per hour that applicant has proposed. I recommend that approval of the Police Chief, Fire Chief and City Engineer be needed, with conditions deemed appropriate based on observed conditions during the appointment-only stage, for allowing walk-in business.
2. I understand that should the Special Permit be granted and all other required approvals be secured, the project will be submitted to the Departments as a Site Plan, so we can ensure all applicable codes and regulations are met.



Marijuana Establishment (LME) Special Permit - Add to a project



Expiration Date

Active



## LME-19-2



Completed Apr 23, 2019 at 2:05pm

**Police Department Review for Special Permit**

Completed Apr 24, 2019 at 12:54pm

**Fire Department Department Review for Special Permit**

Completed Apr 24, 2019 at 12:55pm

**Water Department Review for Special Permit**

Completed Apr 26, 2019 at 7:13am

**Engineering Department Review for Special Permit**

Completed May 9, 2019 at 3:29pm

**City Councilor Review**

Completed May 10, 2019 at 9:49am

**Building Inspector Review for Special Permit**

Completed May 13, 2019 at 10:17am

**Placed on City Council Agenda**

Completed May 14, 2019 at 8:23am

**Assessor Compiles Abutters List**

Completed May 14, 2019 at 10:27am

**Planning Director Review for Special Permit**

Completed May 21, 2019 at 8:47am

**Water Deputy Director Review for Special Permit**

Completed Jun 18, 2019 at 9:47am

**City Clerk Notifies Abutters**

Completed Jun 25, 2019 at 8:20am

**City Clerk Places First Advertisement**

In Progress

**City Clerk Places Second Advertisement**

Review

**City Council Hearing**

Review

**City Council Decision**

Document

**Building Inspector Review for Special Permit**

Complete



Tom Bridgewater



michael migliori

Remove Comment • May 10th 2019, 9:53am

Hi Tom, do you need anything else from me?



Tom Bridgewater ✓

Remove Comment • May 10th 2019, 3:51pm

michael call me at your convenience my cell 978-641-4681



michael migliori

Remove Comment • May 13th 2019, 9:47am

Thanks Tom.



Tom Bridgewater ✓

Remove Comment • May 13th 2019, 10:17am

Any changes requiring a building permit will have to comply with 780 CMR IEBC with Mass amendments 9th addition ,also will have to meet 521 CMR Architectural Access Board requirements

This step was assigned to Tom Bridgewater . May 10, 2019 at 9:49am

Tom Bridgewater approved this step . May 13, 2019 at 10:17am

Marijuana Establishment (LME) Special Permit · Add to a project

 Expiration Date

Active

**LME-19-2**

- ☐ Completed Apr 23, 2019 at 2:05pm
- ☐ **Police Department Review for Special Permit**  
Completed Apr 24, 2019 at 12:54pm
- ☐ **Fire Department Department Review for Special Permit**  
Completed Apr 24, 2019 at 12:55pm
- ☐ **Water Department Review for Special Permit**  
Completed Apr 26, 2019 at 7:13am
- ☐ **Engineering Department Review for Special Permit**  
Completed May 9, 2019 at 3:29pm
- ☐ **City Councilor Review**  
Completed May 10, 2019 at 9:49am
- ☐ **Building Inspector Review for Special Permit**  
Completed May 13, 2019 at 10:17am
- ☐ **Placed on City Council Agenda**  
Completed May 14, 2019 at 8:23am
- ☐ **Assessor Compiles Abutters List**  
Completed May 14, 2019 at 10:27am
- ☐ **Planning Director Review for Special Permit**  
Completed May 21, 2019 at 8:47am
- ☐ **Water Deputy Director Review for Special Permit**  
Completed Jun 18, 2019 at 9:47am
- ☐ **City Clerk Notifies Abutters**  
Completed Jun 25, 2019 at 8:20am
- ☐ **City Clerk Places First Advertisement**  
In Progress
- ☐ **City Clerk Places Second Advertisement**  
Review
- ☐ **City Council Hearing**  
Review
- ☐ **City Council Decision**  
Document

☐ **Planning Director Review for Special Permit**

Complete



William Pillsbury



**William Pillsbury** ✓

Remove Comment • May 21st 2019, 8:47am

Recommend approval of the special permit with the following proposed condition.

All LME projects approved for a special permit shall have as a condition of the special permit that sales be by appointment only and this requirement shall remain appointment only until determined otherwise by the Police Chief, Fire Chief, and city engineer.

Karen Buckley added this record step . May 20, 2019 at 1:41pm

William Pillsbury approved this step . May 21, 2019 at 8:47am

Marijuana Establishment (LME) Special Permit - Add to a project



Expiration Date

Active

## LME-19-2

LME-19-2



Completed Apr 23, 2019 at 2:05pm

**Police Department Review for Special Permit**

Completed Apr 24, 2019 at 12:54pm

**Fire Department Department Review for Special Permit**

Completed Apr 24, 2019 at 12:55pm

**Water Department Review for Special Permit**

Completed Apr 26, 2019 at 7:13am

**Engineering Department Review for Special Permit**

Completed May 9, 2019 at 3:29pm

**City Councilor Review**

Completed May 10, 2019 at 9:49am

**Building Inspector Review for Special Permit**

Completed May 13, 2019 at 10:17am

**Placed on City Council Agenda**

Completed May 14, 2019 at 8:23am

**Assessor Compiles Abutters List**

Completed May 14, 2019 at 10:27am

**Planning Director Review for Special Permit**

Completed May 21, 2019 at 8:47am

**Water Deputy Director Review for Special Permit**

Completed Jun 18, 2019 at 9:47am

**City Clerk Notifies Abutters**

Completed Jun 25, 2019 at 8:20am

**City Clerk Places First Advertisement**

In Progress

**City Clerk Places Second Advertisement**

Review

**City Council Hearing**

Review

**City Council Decision**

Document

**Water Deputy Director Review for Special Permit**

Complete



Robert Ward



**Robert Ward** ✓

Remove Comment • Jun 18th 2019, 9:47am

The Water Department has no objection to issuing a special permit for this facility.

Karen Buckley added this record step . May 20, 2019 at 1:49pm

Robert Ward approved this step . Jun 18, 2019 at 9:47am



Hearing September 17, 2019  
**Haverhill**

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

June 21, 2019

10.1

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND  
MEMBERS OF THE CITY COUNCIL**

**Subject: *Bellevue Avenue & Hillside Street – Alteration Plan***

An existing retaining wall located down the middle of a portion of Bellevue Avenue causes confusion. It is requested to alter these roadways by taking a portion of Bellevue Avenue and adding it to Hillside Avenue. Once approved, Engineering will readdress a few units appropriately.

Please refer to item to Planning Board for recommendation at their August 14 meeting. The item can then be sent back to Council for vote at the August 20 meeting.

Please contact me if you have any questions.

Sincerely,

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

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



DOCUMENT

Street order

## CITY OF HAVERHILL

In Municipal Council

ORDERED:

**IT APPEARING** that the common convenience and necessity require it,

It is hereby  
That the following public streets herein described be altered;

Bellevue Avenue & Hillside Street

Intending that a portion of Bellevue Avenue be altered and made a portion of Hillside Street as shown on a plan entitled Alteration Plan of Bellevue Ave & Hillside St, 1"=40', dated May 1, 2019, by Christiansen & Sergi, beginning at a point at the intersection of Bellevue Avenue and Hillside Street;

Thence S 00°48'00" W a distance of 217.25 feet to a point;

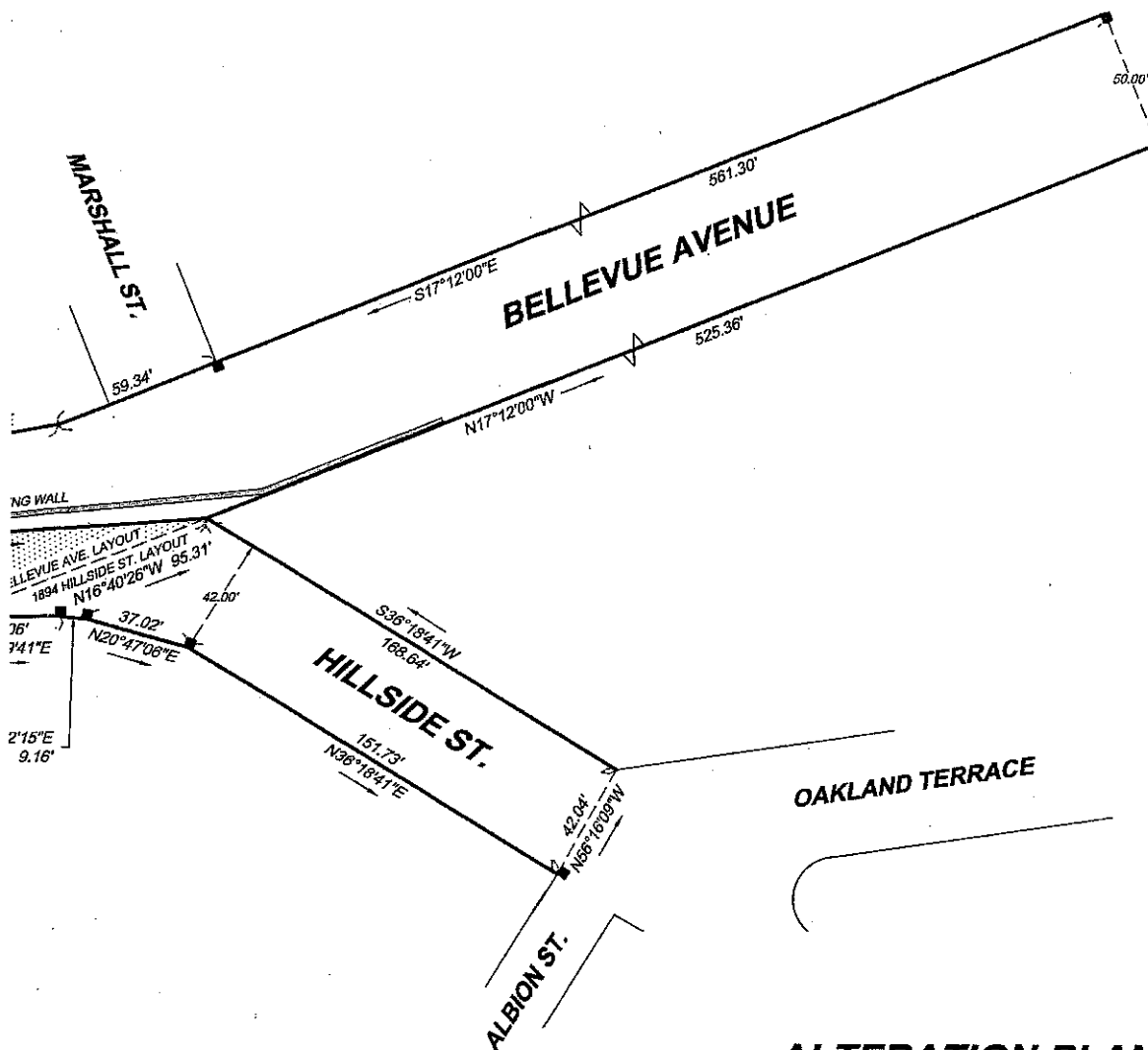
Thence S 85°19'04" E a distance of 20.00 feet to a point;

Thence N 04°40'56" E a distance of 127.99 feet to a stone bound;

Thence N 16°40'26" W a distance of 95.31 feet along the existing sideline of Hillside Street to the point of beginning;

Meaning and intending to describe a portion of Bellevue Ave to be altered and added to the existing layout of Hillside Street as shown on the aforementioned plan, and on file at the Haverhill Engineering office as Plan 4B 3348, file #16294.





HAVERHILL CITY COUNCIL

DATE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## ALTERATION PLAN

LOCATED IN

**HAVERHILL, MASS.**

OF

**BELLEVUE AVE. &  
 HILLSIDE STREET**



DATE: MAY 1, 2019

SCALE: 1"=40'



PROFESSIONAL ENGINEERS & LAND SURVEYORS

**CHRISTIANSEN & SERGI**

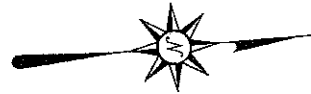
A DIVISION OF THE MORIN CAMERON GROUP, INC.

160 SUMMER STREET, HAVERHILL, MASSACHUSETTS 01830

WWW.MORINCAMERON.COM TEL. 978-373-0310 FAX. 978-372-3960

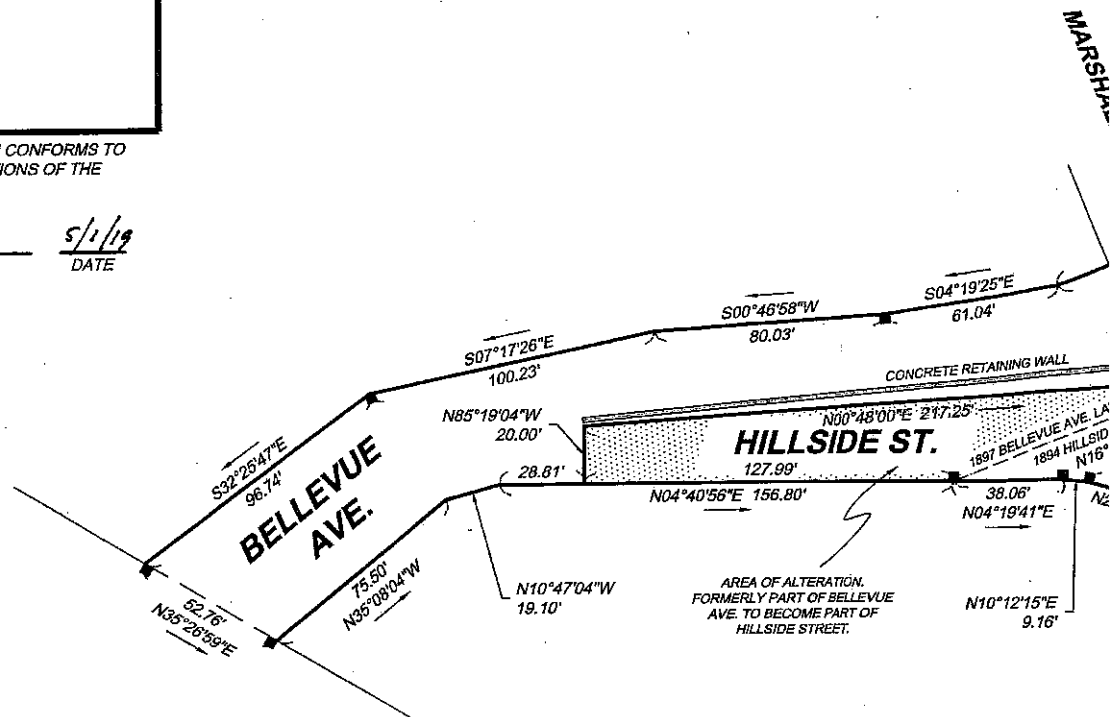
DWG.NO.3839.001.006

16294



I CERTIFY THAT THIS PLAN CONFORMS TO  
THE RULES AND REGULATIONS OF THE  
REGISTER OF DEEDS.

*[Signature]* 5/1/19  
DATE



I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE  
LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF  
STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR  
PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND  
NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR  
FOR NEW WAYS ARE SHOWN.

CHAPTER 41 SECTION 81X

*[Signature]* 5/1/19  
DATE

MICHAEL J. SERGI  
No. 33191

THE CERTIFICATION SHOWN ABOVE IS INTENDED TO MEET  
REGISTRATION REQUIREMENTS AND IS NOT A CERTIFICATION  
TO TITLE OR OWNERSHIP OF PROPERTY SHOWN. OWNERSHIP  
OF ADJOINING PROPERTIES ARE ACCORDING TO  
ASSESSORS RECORDS.

## REFERENCE PLANS

1. PLAN OF BELLEVUE AVENUE FOR  
ACCEPTANCE DATED JUNE 1897 AND FILED AT  
THE HAVERHILL CITY ENGINEER'S OFFICE  
SECTION 3A PLAN 47.

2. PLAN OF HILLSIDE STREET DATED  
SEPTEMBER 20, 1884 AND FILED AT THE  
HAVERHILL CITY ENGINEER'S OFFICE SECTION  
3B PLAN 314.

4B 3348

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

\*NEW

\*RENEWAL ☒

10.4.1

DATE OF REQUEST 6-27-19 DATE OF APPROVAL 6-27-19

NAME: Sandra Curtis

ADDRESS: 36 Bellevue Ave. Haverhill, MA 01832

TELEPHONE #: 978 702 7654

VEHICLE TYPE: VAN

PLATE #: REACT 1

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

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

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

If yes, location? \_\_\_\_\_

x Sandra Curtis

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. [Signature]

Chief of Police Signature

☐ Approve ☐ Denied

Reason for denial

City Council Approval

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

\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

To Officer Jason Pearl

To: Chief Denaro

From: Officer Pearl

Date: June 27, 2019

Re: Handicap sign request (renew)

Sir,

I have received an application for a handicap parking sign renewal from Sandra Curtis at 36 Bellevue Ave. She has an active Massachusetts handicap placard. This application is for renewal of an existing handicap parking sign. There is no change in her status and the sign is in good condition. I would recommend approval of the request.

Respectfully Submitted,

Officer Pearl

A handwritten signature in black ink, appearing to be 'J. Pearl', written over the printed name 'Officer Pearl'.

2019-2020 MA REGISTRATION

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

10,4,2

\*NEW \_\_\_\_\_  
\*RENEWAL ☒ \_\_\_\_\_

DATE OF REQUEST June 18, 2019 DATE OF APPROVAL 6-27-19

NAME: Ann DiNoto

ADDRESS: 17 Temple St., Haverhill, MA 01832

TELEPHONE #: 978-641-4370

VEHICLE TYPE: CHEVY - Silver - Sonic - 2015

PLATE #: SN 4198

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

If yes, why is there a need for a handicap parking sign? Both of my knees have been replaced. I use a cane to walk. The front entrance is easier to access. Less distance from the car, fewer steps and landings if I need to rest.

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

If yes, location? \_\_\_\_\_

Ann DiNoto  
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. DiNoto  
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.

% Officer Jason Pearl

To: Chief Denaro

From: Officer Pearl

Date: June 27, 2019

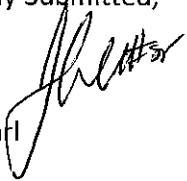
Re: Handicap sign request (renew)

Sir,

I have received an application for a handicap parking sign renewal from Ann Dinoto, 17 Temple St. She has an active Massachusetts handicap placard. This application is for renewal of an existing handicap parking sign. There is no change in her status and the sign is in good condition. I would recommend approval of the request.

Respectfully Submitted,

Officer Pearl

A handwritten signature in black ink, appearing to be 'J. Pearl', written over the printed name 'Officer Pearl'.

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

10.4.3

\*NEW

\*RENEWAL ☒

DATE OF REQUEST 6-25-19

DATE OF APPROVAL 6-25-19

NAME: JUSANNE DAVIS

ADDRESS: 50 Howard St

TELEPHONE #: (978) 641-0005

VEHICLE TYPE: Honda Odyssey

PLATE #: 346 ZF7

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

If yes, why is there a need for a handicap parking sign? Both children are handicapped - need front door access

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

If yes, location? \_\_\_\_\_

Jusanne Davis  
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. [Signature]  
Chief of Police Signature

☒ Approve

☐ Denied

Reason for denial \_\_\_\_\_

City Council Approval \_\_\_\_\_

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

\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

To: Chief DeNaro

From: Officer Pearl

Date: 6-25-19

RE: Handicap parking sign application

Dear Sir,

I have spoken with applicant, Suzanne Davis, in regards to an application for a renewal of a handicap sign at 50 Howard St. I have inspected the area in front of the applicant's house. At this time she meets all the requirements and I would recommend that a sign be renewed for another 2 years at that location.

Respectfully,

A handwritten signature in black ink, appearing to read 'J Pearl #55', with a stylized flourish at the end.

Jason Pearl#55



**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

10, 4, 4

\*NEW X  
\*RENEWAL \_\_\_\_\_

DATE OF REQUEST 5-6-2019      DATE OF APPROVAL 6-25-19

NAME: Rodney Ball

ADDRESS: 151 Franklin St. Apt. 2R Haverhill 01830

TELEPHONE #: 978-912-4797

VEHICLE TYPE: 2004 HONDA ODYSSEY-GREY

PLATE #: 8CT 839

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

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

Did you have a handicap parking sign at a previous address? ☒ Yes ☐ No  
If yes, location? 13 1/2 GROVE ST, BUT EITHER LANDLORD OR GUY ON FIRST FLOOR TOOK IT DOWN

x Rodney Ball  
Applicant Signature

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

☒ Approve      ☐ Denied

\_\_\_\_\_  
Reason for denial

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

☐ Approve      ☐ Denied

\_\_\_\_\_  
Reason for denial

\_\_\_\_\_  
City Council Approval

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

**\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.**

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

c/o Officer Jason Pearl

To: Chief DeNaro  
From: Officer Pearl  
Date: 6-13-19  
RE: Handicap parking sign application

Dear Sir,

I have spoken with applicant, Rodney Ball, in regards to an application for a handicap sign at 151 Franklin St. I have inspected the area in front of the applicant's house. At this time he meets all the requirements and I would recommend that a sign be placed at that location.

Respectfully,

A handwritten signature in black ink, appearing to read 'J Pearl #55', with a large loop at the end.

Jason Pearl#55

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

10.4.5

\*NEW ☒   
\*RENEWAL ☐

DATE OF REQUEST 5/8/19 DATE OF APPROVAL 6-25-19

NAME: Edwin Anthony Lazu

ADDRESS: 151 Franklin St 3rd floor

TELEPHONE #: 978-504-0017

VEHICLE TYPE: Toyota Rav 4 2006

PLATE #: 5AG12

Do you currently have off street parking at your residence? ☒ Yes ☐ No  
If yes, why is there a need for a handicap parking sign? Dirt road/Driveway  
very uneven

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

x Edwin Lazu  
Applicant Signature

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

☒ Approve ☐ Denied

\_\_\_\_\_  
Reason for denial

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.

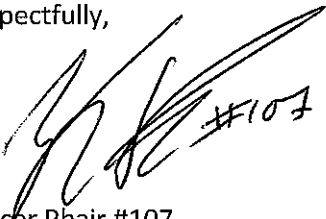
c/o Officer Jason Pearl

To: Chief DeNaro  
From: Zachary Phair  
Date: 05/28/2019  
RE: Handicap parking sign application

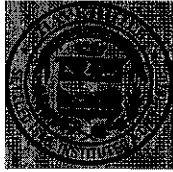
Dear Sir,

I have spoken with the applicant, Edwin Lazu, in regards to an application for a handicap sign at 151 Franklin St. I have inspected the area in front of the applicant's house. At this time, he meets all the requirements for signage. I would recommend that the sign be placed directly across the street from 151 Franklin St. to allow this applicant suitable handicap parking.

Respectfully,



Officer Phair #107



DOCUMENT

11.1

**CITY OF HAVERHILL**

In Municipal Council

**ORDERED:**

That the sum of **\$649,676** be transferred to/from the following accounts as stated below to close out FY2019:

**FROM:**

\$ 5,208 Constituent Services Salary  
\$ 68,665 Salary Reserve  
\$229,000 Group Insurance-City  
\$154,000 Liability Insurance  
\$ 16,285 Information Technology Expense  
\$ 37,200 Workers Comp-City  
\$ 54,000 Public Property Salary  
\$ 42,850 Vacation Buy-Back  
\$ 19,200 Library Salary  
\$ 25,124 Inspection/Health Salary

**TO:**

\$ 6,310 Public Works Admin Expense  
\$ 19,200 Library Expense  
\$ 560 Inspection/Health Expense  
\$ 63,447 Public Property Expense  
\$ 3,200 Unemployment - City  
\$ 14,315 Assessing Salary  
\$ 5,109 Mayor Salary  
\$ 100 City Council Salary  
\$ 36,838 Information Technology Salary  
\$ 67,945 Building/Zoning Salary  
\$ 17,508 Public Works Admin Salary  
\$ 188,000 Medicare  
\$ 229,000 Sick Leave Buy Back

**JAMES J. FIORENTINI**  
MAYOR



**CITY OF HAVERHILL**  
**MASSACHUSETTS**

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

July 5, 2019

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

RE: End of Year Transfers

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

Attached, please find an order that the sum of \$649,676.00 be transferred to/from the following accounts as stated on the attached order to close out FY2019.

I recommend approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

*File 10 days*

12.1

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 240

An Ordinance Relating to Parking  
(46 Newcomb Street-DELETE Handicapped Parking)

BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-1302 Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended by DELETING the following:

LOCATION	REGULATION	HOURS/DAYS
46 Newcomb Street	No Parking	24 Hours
In front of No. 46 Newcomb Street except For 1-24 Hour handicapped Parking space at No. 46		

APPROVED as to legality:

---

City Solicitor



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

*File 10 days*

*12.2*

~~ORDINANCE~~

MUNICIPAL ORDINANCE

CHAPTER 240.

An Ordinance Relating to Parking  
(32 Verndale Street-DELETE Handicapped Parking)

BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-1302 Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended by DELETING the following:

LOCATION	REGULATION	HOURS/DAYS
32 Verndale Street	No Parking	24 Hours
In front of No. 32 Verndale Street except For 1-24 Hour handicapped Parking space at No. 32		

APPROVED as to legality:

---

City Solicitor



**CITY COUNCIL**

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



**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**

14.1

CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
[www.haverhillma.gov](http://www.haverhillma.gov)  
[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

July 1, 2019

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

Councillor Melinda Barrett requests a discussion regarding improving safety at Bradford Country Club cart crossing on Chadwick Road.

  
City Councillor Melinda Barrett

**CITY COUNCIL**

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



**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**

142

CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
[www.haverhillma.gov](http://www.haverhillma.gov)  
[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

July 1, 2019

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

Councillors Barrett and Macek request a discussion regarding the need for safety improvements on Main Street median strip.

  
City Councillor Melinda Barrett

  
City Councillor William Macek

**CITY COUNCIL**

**JOHN A. MICHITSON**  
*PRESIDENT*  
**THOMAS J. SULLIVAN**  
*VICE PRESIDENT*  
**JOSEPH J. BEVILACQUA**  
**MELINDA E. BARRETT**  
**COLIN F. LePAGE**  
**TIMOTHY J. JORDAN**  
**WILLIAM J. MACEK**  
**MARY ELLEN DALY O'BRIEN**  
**MICHAEL S. MCGONAGLE**



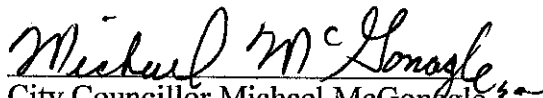
**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**

14.3  
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July 1, 2019

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

Councillor Michael McGonagle would like to submit the recommendations of the Traffic & Safety Committee held on June 19, 2019.

  
City Councillor Michael McGonagle



**HAVERHILL  
POLICE DEPARTMENT**

**Alan R. DeNaro**  
Chief of Police

**40 Bailey Blvd.**  
Haverhill, Massachusetts 01830

**TEL. (978) 722-1502**  
**FAX. (978) 373-3981**

June 24, 2019

Council President John Michitson  
Members of the Haverhill City Council  
4 Summer Street – Room 204  
Haverhill, MA 01830

Re: Traffic & Safety Committee Meeting

Dear President Michitson & Councilors:

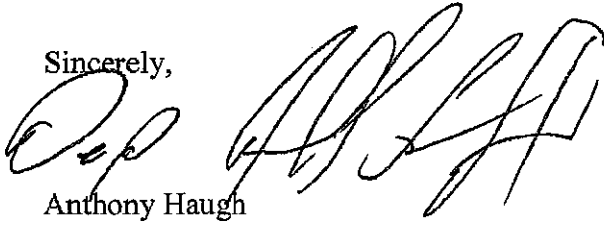
The Traffic and Safety Committee held a meeting on Wednesday, June 19, 2019. During the meeting it was determined that the following recommendations would be made to the City Council for consideration.

1. Discussion regarding the issue of speeding on Boston Road in two places. First was the rural two lane roadway in the area of Willow Ave and Oxford Ave. It was determined that the roadway is too narrow for center line striping and side striping. Police Department will continue with enforcement in the area.  
  
The second area of discussion was Boston Road in the area of Farrwood Drive. A preliminary speed count indicates that speeding is not an issue as the 85 percentile of traffic is within the speed limit, however the volume of traffic (nearly 6,000 vehicles per day in each direction) makes it extremely difficult to make a left turn onto Boston Road from any adjacent roadway. The committee would recommend that permanent speed signs be installed in the area to better monitor traffic trends.
2. Discussion regarding traffic and signage on Old Groveland Road. Discussion took place and the recommendation of the Traffic & Safety Committee is the Police Department will continue with enforcement. Traffic Officers will work with Engineering to ensure proper speed limit signs are posted.
3. Discussion regarding the request for a stop sign at Saltonstall Square turning right onto Mill Street. GPI Engineering is still working on this item and it will be tabled until the next Traffic & Safety Committee Meeting for their recommendation.
4. Discussion regarding the existing traffic pattern at Lake Street and West Lowell Avenue. After a discussion the recommendation by GPI Engineering is, short term: reconfigure this intersection with barrels. Long term would be to widen the intersection to a "T" configuration. The Police Dept. will continue with selective enforcement along with putting the speed sign out.

5. Discussion regarding the request for a crosswalks on Mill Street. The Traffic & Safety committee recommends crosswalks in the following areas: Across Mill Street at Lakeland Street and across Mill Street at Berkeley Avenue. This should be coordinated with the City Engineering Department to ensure proper curb cuts where needed and ADA compliance.
6. Discussion regarding related traffic and parking for Hunking School. After discussion it was determined that a number of changes have been initiated. Traffic Officers, working with School Administration and bus companies have developed a plan for opening the gates. Congestion has been reduced. Recommendation: Make no change in current plan and monitor the area.
7. Discussion regarding signage on South Main Street approaching Myles Standish Drive. Discussion took place and the Traffic & Safety Committee recommends a crosswalk if Lt. Powell deems it appropriate (depending on the location of the Forest Acres Crosswalk). It is also recommended that a lighted sign replace the existing sign if appropriate under the MUTCD standard. The Police Dept. will also put out the speed sign.
8. Discussion regarding the traffic triangle at the intersection of Cross Road and Ferry Road. After discussion the Traffic & Safety Committee recommends that a center stripe be painted on the roadway clearly defining travel lanes and a sign warning of "trucks turning".
9. Discussion regarding the intersection of Bowdoin Drive and Golden Hill Avenue. After a discussion the Traffic & Safety Committee recommends Officer Phair contact the Highway Dept. to have them clear the brush on both sides for a better site line. It is also recommended that the appropriate sign be posted alerting drivers of the "side street ahead." (Note: Currently Massachusetts does not recognize the use of curved/rounded mirrors for traffic control).
10. Discussion regarding a request from Northern Essex Community College to review the exit from the College onto Kenoza Street. After a discussion the Traffic & Safety Committee recommends a sign posted on Kenoza Street for traffic entering and exiting. It is also recommended the Highway Department cut back the brush to improve the line of site onto Kenoza Street.
11. Discussion regarding parking and signage on Fountain Street at the intersection of Main Street. After a discussion the Traffic & Safety Committee recommends no parking 75' on the right side (south side) and a "no parking here to corner", 20' on the left side, (north side).
12. Discussion took place regarding Bradford Country Club cart crossing on Chadwick Rd. After a brief discussion it was determined that Councilor Barrett will submit an official request to the Traffic & Safety Committee for this item. Lt. Powell noted that portable signs warning motorists of "golf cart crossing ahead" could be purchased by the Bradford Country Club. This will be tabled to the next meeting for any further discussion.
13. Discussion took place regarding lighting conditions at night on River Street in front of the 99 Restaurant. After a discussion it was determined that the Mass DOT has been looking into this issue and Lt. Powell will check with City Engineer Pettis and see what they have come up with.
14. Discussion regarding newly designed Main Street intersections from Whites Corner to Main St and Winter St. After discussion it has been determined that these intersections have been turned over to the City and GPI is now doing a study for possible reconfiguration. It is also recommended that a fence be erected in the median strip between Ginty Blvd to Whites Corner to prohibit pedestrians from crossing Main Street; encouraging them to use signaled crosswalks at Main St & Ginty Blvd and at White's Corner reducing the potential for a pedestrian accident.

Meeting Adjourned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Haugh', written in a cursive style.

Anthony Haugh  
Deputy Chief of Police

**CITY COUNCIL**

**JOHN A. MICHITSON**  
*PRESIDENT*  
**THOMAS J. SULLIVAN**  
*VICE PRESIDENT*  
**JOSEPH J. BEVILACQUA**  
**MELINDA E. BARRETT**  
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**MICHAEL S. MCGONAGLE**



**CITY OF HAVERHILL**  
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July 1, 2019

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

Councillor Michael McGonagle requests the removal of a handicap parking space at 21 Blaisdell Street, as it is no longer needed.

  
City Councillor Michael McGonagle *ss*

<b>Name of Street Location</b>	<b>Regulation</b>	<b>Hours/Days</b>
93 Bellevue Avenue [Added 12-15-2009 by Doc. 16-I; repealed 3-21-2017 by Doc. 9-M]		
94 Bellevue Avenue [Repealed 1-31-1989 by Doc. 9-D]		
103 Bellevue Avenue [Added 2-25-2014 by Doc. 12-E; repealed 4-19-2016 by Doc. 20-C]		
Belmont Avenue [Added 12-3-1985 by Doc. 29-K]		
Entire length of Crowell School property	No parking	7:30 a.m. to 3:30 p.m., school days
Bennington Street [Added 9-10-1996 by Doc. 18-N]		
Both sides from Hilldale Avenue to a point 110 feet easterly	No parking	—
Bethany Street		
Entire length, east side	No parking	—
Blaisdell Street		
12 Blaisdell Street [Added 2-5-1985 by Doc. 29-B; repealed 1-31-1989 by Doc. 9-D]		
* In front of 21 Blaisdell Street, except for 1 24-hour handicapped parking space at No. 21 [Added 1-2-2018 by Doc. 114-G]	No parking	24 hours
22 Blaisdell Street [Repealed 1-31-1989 by Doc. 9-D]		
25 Blaisdell Street [Added 3-14-2000 by Doc. 18-C; repealed 4-11-2000 by Doc. 18-CC]		
95 Blaisdell Street [Added 10-7-1997 by Doc. 47-E; repealed 3-21-2017 by Doc. 9-I]		
102 Blaisdell Street [Added 10-21-1997 by Doc. 47-G; repealed 3-21-2017 by Doc. 9-J]		
104 Blaisdell Street [Added 4-20-1999 by Doc. 40-B; repealed 3-21-2017 by Doc. 9-K]		
110 Blaisdell Street [Added 3-7-2017 by Doc. 9-G; repealed 1-2-2018 by Doc. 114-D]		
112 Blaisdell Street [Added 9-26-2006 by Doc. 34-H; repealed 11-10-2009 by Doc. 58-I]		



**CITY COUNCIL**

**JOHN A. MICHITSON**

***PRESIDENT***

**THOMAS J. SULLIVAN**

***VICE PRESIDENT***

**JOSEPH J. BEVILACQUA**

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**MICHAEL S. MCGONAGLE**



**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**

14.5

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[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

July 2, 2019

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

Councillor Joseph Bevilacqua requests discussion regarding trash disposal receptacles in downtown Washington /Wingate /Merrimack Streets.

*Joseph Bevilacqua*  
City Councillor Joseph Bevilacqua *hs*

**CITY COUNCIL**

**JOHN A. MICHITSON**  
*PRESIDENT*  
**THOMAS J. SULLIVAN**  
*VICE PRESIDENT*  
**JOSEPH J. BEVILACQUA**  
**MELINDA E. BARRETT**  
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**MICHAEL S. MCGONAGLE**



**CITY OF HAVERHILL**

14.6

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[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)  
[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

July 5 2019

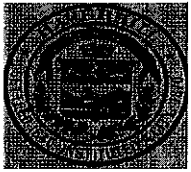
Mr. President and Members of the City Council:

Councillor LePage requests an update on the potential Sale of the Ornsteen Property.

City Councillor Colin LePage

2019JUL05am1053HAYCITWC

54-C



CITY OF HAVERHILL

In Municipal Council June 25 2019

1511

ORDERED: That the City appropriates Seven Hundred Thousand Dollars (\$700,000) to pay costs of purchasing and equipping a rescue truck for the Fire Department, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. Any premium received upon the sale of any bonds or notes approved by this vote, 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 vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under M.G.L. c. 44 any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

PLACED ON FILE for at least 10 days

Attest:

\_\_\_\_\_  
City Clerk

Bond Order

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL  
MASSACHUSETTS**

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

June 21, 2019

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

RE: Order to transfer \$700,000.00 from the bond proceeds for the cost of purchasing and equipping a Fire Department Rescue truck

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

Please see attached an order to transfer \$700,000.00 from the bond proceeds for the cost of purchasing and equipping a Fire Department Rescue truck. I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/lyf

Don't copy

4 Summer Street  
Haverhill, MA 01830  
Phone: (978) 374-2312  
Fax: (978) 373-8490

# Fax

700,000<sup>00</sup> fire rescue truck

To: KATIE - GAZETTE	From: MARIA BEVILACQUA City Clerk's Office
Fax: 978-685-2432	Date: 6-21-2019
Phone: 978-946-2157	Pages: 2
re: Bond Order - Fire Dept Truck CC:	
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

Hi Katie - another ad -

Thanks! Mary  
(for the agenda)

978-420-3624

Don't copy

4 Summer Street  
Haverhill, MA 01830  
Phone: (978) 374-2312  
Fax: (978) 373-8490

1211

**Fax**

from Agenda - meeting Tues  
June 25 2019

To: KATIE - GAZETTE	From: MARIA BEVILACQUA City Clerk's Office
Fax: 978-685-2432	Date: June 21 2019
Phone: 978-946-2157	Pages: 2
re: Legal AD-DOG + animals in cos	CC:
<input type="checkbox"/> Urgent	<input checked="" type="checkbox"/> For Review
<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply
<input type="checkbox"/> Please Recycle	

Hi Katie -

please run this Ordinance  
as usual -

Thanks!

Maria

978-420-3624

76



DOCUMENT 76

# CITY OF HAVERHILL

In Municipal Council June 18 2019

152

ORDERED:

## MUNICIPAL ORDINANCE

## CHAPTER 240

### AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, as amended, be further amended by adding the following to § 240-98 Schedule P: Heavy Commercial Vehicles:

NAME OF STREET	LOCATION OF EXCLUSION	EXCLUSION TYPE	EXCLUSION TIMES
Old Ferry Road	From East Broadway to Orchard Avenue	All vehicles over 2 ½ tons	24 Hours 7 days

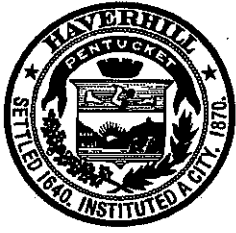
APPROVED AS TO LEGALITY:

\_\_\_\_\_  
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](mailto:JPettis@CityOfHaverhill.com)

June 7, 2019


**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND  
MEMBERS OF THE CITY COUNCIL**

Subject: *Old Ferry Road – Heavy Commercial Vehicle Exclusion  
(HCVE)*

We recently had an Engineering Study done for Old Ferry Road, which determined that a Heavy Commercial Vehicle Exclusion (HCVE) is proper for the roadway. This request was sent to MassDOT for their required review and they agree (see attached). Also attached is the proposed Ordinance for the exclusion. Please place on file for 10 days at the June 18 meeting, for vote at the July 9 meeting.

Please contact me if you have any questions.

Sincerely,

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

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



82



DOCUMENT 82

## CITY OF HAVERHILL

In Municipal Council June 25 2019

153

ORDERED:

### MUNICIPAL ORDINANCE

### CHAPTER 137

#### AN ORDINANCE RELATING TO DOGS AND OTHER ANIMALS

**BE IT ORDAINED** by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 137, as amended, is hereby further amended as follows:

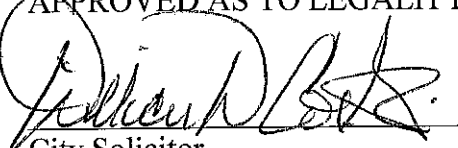
By adding the following at the end of the Chapter:

#### **"Article IX Animal Welfare**

##### **137-27 Confining an animal in a motor vehicle.**

Any person owning, possessing or controlling an animal in the City of Haverhill shall not allow or permit said animal to be confined inside of a stationary or parked motor vehicle in a manner that would reasonably be expected to threaten the health of the animal due to exposure to extreme heat or cold. The process of removing an animal from a motor vehicle will be defined by M.G.L. c.140, §174F. An initial violation of this subsection shall be punished by a fine of \$150.00, and, a second and subsequent offense shall be punished by a fine of \$300.00. Nothing in this subsection shall preclude prosecution under M.G.L. c. 272, §77."

APPROVED AS TO LEGALITY



City Solicitor

PLACED ON FILE for at least 10 days

Attest:

\_\_\_\_\_  
City Clerk


**CITY OF HAVERHILL**  
**MASSACHUSETTS**  
**CITY SOLICITOR'S OFFICE**

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

**WILLIAM D. COX, JR.**  
**CITY SOLICITOR**

June 21, 2019

TO: John Michitson, President and Members of the Haverhill City Council

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

RE: Ordinance - Animal Welfare - Confining an animal in a motor vehicle

As requested by Councillor Barrett, attached please find an ordinance which would allow Animal Control Officers to issue citations to persons who leave animals in parked motor vehicles in extreme heat or cold.

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

cc: James J. Fiorentini, Mayor

**CITY COUNCIL**

JOHN A. MICHITSON  
**PRESIDENT**  
 THOMAS J. SULLIVAN  
**VICE PRESIDENT**  
 JOSEPH J. BEVILACQUA  
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**CITY OF HAVERHILL**  
 HAVERHILL, MASSACHUSETTS 01830-5843

**DOCUMENTS REFERRED TO COMMITTEE STUDY**

38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F 9/6/16, 11/31/16, 1/17/17, 5/11/17, 10/24/17 3/6/19	3/15/16
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach 4/5/16 1/31/17	
26E	City of Haverhill – Mayor’s Recommendations, Capital Improvement Program – 2016-2020	A & F 11/3/16, 5/11/2017, 7/25/17, 2/15/18 3/6/19	5/31/16
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizen Outreach 1/3/17 1/31/17, 8/15/17	
10-U	Communication from President Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizen Outreach 1/31/17 8/15/17, 4/23/18	
58-G	Communication from President Michitson requesting to present an update on the meeting with group homes stakeholders to address severe problems in Haverhill	Public Safety 5/2/17	
7-M	Communication from Councillor Daly O’Brien re: street parking change after storms by providing alternate street parking the night after storm to improve plowing & clearing in inner city streets	Citizen Outreach 1/16/18	
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	
82	Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking – Fees, Rate and Terms	A & F 7/10/18	
8-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-C	Ordinance re: Vehicles & Traffic; Central Business District Parking Fees Rates and Terms	A & F 8/21/18	
93-W	Communication from Councillor Sullivan and Bevilacqua request to discuss possibility of entering into an agreement with Lorraine Post 29 VFW to rehab and lease Clement Farm House located at 1314 Main St., Haverhill	NRPP 9/11/18 2/28/19	
107-N	Communication from Councillor Macek requesting to discuss Micro-paving	Public Safety 9/25/18	
121-H	Communication from Councillor Bevilacqua requesting to introduce discussion re: Haverhill Youth Soccer with David Lefcourt, Pres. & Edward Felker, Chair Field Committee	NRPP 12/4/18 2/28/19	

**DOCUMENTS REFERRED TO COMMITTEE STUDY (cont.)**

20-B	Communication from Mayor Fiorentini submitting the Haverhill Public Library Parking Study Draft Technical Report	P & D	3/12/19
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
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
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
38-K	Communication from Councillor Macek requesting to discuss solar panels on proposed commercial buildings	A&F	3/19/19
38S	Communication from Councillor Bevilacqua regarding construction vehicle parking in Washington St. Historic District lots and on-street parking	P & D	4/2/19
38T	Communication from Councillor Macek requesting to send Planning & Development Committee request to have meeting with City Engineer & MASS DOT personnel to review plans for reconstruction of Main St. from City Hall through Monument Sq.	P & D	4/2/19
38X	Communication from Councillor Bevilacqua requesting a discussion regarding the Veterans Clinic parking on Merrimack St.	P & D	4/9/19
59	Communication from Councillor Macek to discuss intersection of Lake St. and W. Lowell Ave.	P & D	4/23/19
59B	Communication from Councillor Bevilacqua to discuss moveable basketball hoops	Public Safety	4/23/19
59C	Suspension – Councillor Bevilacqua request for stop sign at Saltonstall Sq. turning right onto Mill St to discuss Haverhill's interest in exploring a municipal fiber to the home network	“	4/23/19
59-U	Communication from Councillor Macek requesting to introduce request from Jeanne Cunningham To purchase city owned property on Brandy Brow Rd., Map 462, Bl. 204, Lot 25	NRPP	6/4/19
79-C	Communication from Councillor Barrett request to discuss creating on ordinance for animals left unattended in cars	Public Safety	6/18/19
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