



11.4.1

MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

JAN 9 AM 29
CITY CLERK

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

January 8, 2026

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: **Resignation – Sarah LoVasco – Washington Street Shoe Historic District Commission**

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

I would like to inform you that effective December 31, 2025, Sarah LoVasco has resigned from the Washington Street Shoe Historic District Commission. Her letter of resignation is attached for your review.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

Effie Mayors Admin

From: SJ Art Consulting <sarah@sjartconsulting.com>
Sent: Friday, December 5, 2025 1:13 PM
To: Mayor; Effie Mayors Admin
Cc: Andrew Herlihy
Subject: Resignation from WSSHD Commission

Warning! External Email. Exercise caution when opening attachments or clicking on any links.

Good Afternoon, Mayor Barrett.

Happy *early* Winter to you and your staff.

I am writing today to offer my resignation, as of 12/31/25, from the Washington Street Shoe Historic District Commission, as my family is moving to West Newbury next month, no longer qualifying me for this position.

I am extremely grateful to have been a part of such a unique civic group, for the conservation and care of the historic district in downtown Haverhill for future generations of citizens.

Please let me know if you have any questions or if I can provide any further information. Thank you so much for this opportunity,

Sarah

--

Sarah LoVasco

Owner
SJ Art Consulting, Inc
(802) 999-5506
sjartconsulting.com

12.1



October 29, 2025

WR# 31189041 – Lowell Avenue

To the City of Haverhill, Massachusetts

DEC 23 AM 8:48
HAVCITYCLERK

To Whom It May Concern:

Enclosed please find a petition for NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

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

Joseph Prah (508) 482-1053 or joseph.prah@nationalgrid.com

Please notify National Grid's Jennifer Iannalfo of the hearing date / time to Jennifer.Iannalfo@nationalgrid.com

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

National Grid: Jennifer Iannalfo, 1101 Turnpike Street; North Andover, MA 01845.

Very truly yours,

Dave Johnson

Dave Johnson
Supervisor, Distribution Design

Enclosures

WR# 31189041 – Lowell Avenue

Questions contact Central Design - Joseph Prah (508) 482-1053 or joseph.prah@nationalgrid.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To The City Council
Of Haverhill, Massachusetts

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

Lowell Avenue - National Grid to install 1 JO pole on Lowell Avenue beginning at a point approximately 60 feet Southeast of the centerline of the intersection of Carleton Street. National Grid will install 50ft class H1 pole, between pole 38 and pole 39, Lowell Avenue, Haverhill, MA. Pole will be located on city property and will be labeled P38-50.

Location approximately as shown on plan attached.

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

No.# 31189041

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

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

Massachusetts Electric Company d/b/a
NATIONAL GRID *Dave Johnson*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.

BY *[Signature]*
Manager / Right of Way

City/Town Clerk.

Massachusetts

20

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

Book

Page

Attest:

City/Town Clerk

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

City/Town Clerk.

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

Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:

City/Town Clerk



Petition #: nationalgrid

Petition Sketch

CONSTRUCTION DETAILS:
 NG to install 50ft class H1 pole, between pole 38 and pole 39 Lowell Ave, Haverhill. Pole will be located on town property and will be labeled 38-50.

Exhibit A - Not to Scale
 The Exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof

Designer: Joseph Prah
Date: 8/3/2025
Work Order #: 31189041
Town: Haverhill, MA

October 29, 2025

Questions contact Central Design - Joseph Prah (508) 482-1053 or joseph.prah@nationalgrid.com

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council Of Haverhill, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 3rd day of August, 2025.

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

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

No.# 31189041

Filed with this order:

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

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

Lowell Avenue - National Grid to install 1 JO pole on Lowell Avenue beginning at a point approximately 60 feet Southeast of the centerline of the intersection of Carleton Street. National Grid will install 50ft class H1 pole, between pole 38 and pole 39, Lowell Avenue, Haverhill, MA. Pole will be located on city property and will be labeled P38-50.

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

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

534-1-1
NEW HADLEY LLC
7 THOMAS DR
CUMBERLAND FORESIDE, ME 04110

570-2-1
FIDELITY HOUSE INC
439 S UNION ST STE 401
LAWRENCE, MA 01843

570-2-16
BONANNO ANN-ETALI
1 CHESTNUT WAY
METHUEN, MA 01844

570-2-2
PASZKO JAMES P-ETUX
269 LOWELL AVE
HAVERHILL, MA 01832

570-2-3
FRIAS ROLANDO-ETAL
257 LOWELL AVE
HAVERHILL, MA 01832

A	B	C	D	E	F	G	H	I
ParcelID	StreetNum	StreetName	LocCity	Owner1	BillingAddress	City	State	Zip
1	534-1-1	500 HADLEY WEST DR	HAVRHILL	NEW HADLEY LLC	7 THOMAS DR	CUMBERLAND FORESIDE	ME	04110
3	570-2-1	279 LOWELL AVE	HAVRHILL	FIDELITY HOUSE INC	439 S UNION ST STE 401	LAWRENCE	MA	01843
4	570-2-16	LOWELL AVE	HAVRHILL	BONANNO ANN-ETALI	1 CHESTNUT WAY	METHUEN	MA	01844
5	570-2-2	269 LOWELL AVE	HAVRHILL	PASZKO JAMES P-ETUX	269 LOWELL AVE	HAVRHILL	MA	01832
6	570-2-3	257 LOWELL AVE	HAVRHILL	FRIAS ROLANDO-ETAL	257 LOWELL AVE	HAVRHILL	MA	01832



12.8.2.1

Record No: AMUS-25-4

Coin-Operated
Amusement Device
License

Status: Active

Submitted On: 12/12/2025

Primary Location

7 PARKRIDGE RD
Bradford, MA 01835

Owner

FROST REALTY ASSOCIATES
III
PARKRIDGE RD 7 WARD HILL,
MA 01835

Applicant

Colleen Amedure
978-557-5518 ext. 103
camedure@valley-
associates.com
7 PARKRIDGE RD
HAVERHILL, MA 01835

Applicant Information

JAN 7 PM3:59
HAUCITYCLERK

Business Name*

GLS Associates, Inc.

Type of Business*

Corporation

Applicant Birthday*

12/17/1958

Type of Device*

Coin-Operated Machine

Number of Machines*

8

Are Machines Operated on Sundays?*

Yes

Vendor Information

Vendor Name*

Red Dog Enterprises, LLC

Vendor Phone*

603-432-8747

Vendor Address*

3 Robin RD

Vendor City*

Derry

Vendor State*

NH

Vendor Zip*

03038

Agreement & Signature

Yes*



For Office Use Only

 Effective Date

—

Attachments

Record Activity

Colleen Amedure started a draft Record	12/12/2025 at 11:04 am
Colleen Amedure submitted Record AMUS-25-4	12/12/2025 at 11:07 am
OpenGov system altered payment step Coin-Operated Amusement Device Payment, changed status from Inactive to Active on Record AMUS-25-4	12/12/2025 at 11:07 am
OpenGov system completed payment step Coin-Operated Amusement Device Payment on Record AMUS-25-4	12/12/2025 at 11:07 am
OpenGov system altered approval step City Clerk Approval, changed status from Inactive to Active on Record AMUS-25-4	12/12/2025 at 11:07 am
Nicholas Flynn assigned approval step City Clerk Approval to Kaitlin Wright on Record AMUS-25-4	12/12/2025 at 1:09 pm

Kaitlin Wright approved approval step City Clerk Approval on Record AMUS-25-4	12/12/2025 at 2:32 pm
OpenGov system altered approval step Police Department Approval, changed status from Inactive to Active on Record AMUS-25-4	12/12/2025 at 2:32 pm
OpenGov system assigned approval step Police Department Approval to Kevin Lynch on Record AMUS-25-4	12/12/2025 at 2:32 pm
Kevin Lynch approved approval step Police Department Approval on Record AMUS-25-4	12/15/2025 at 12:43 am
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record AMUS-25-4	12/15/2025 at 12:43 am
Kaitlin Wright assigned approval step City Council Approval to Kaitlin Wright on Record AMUS-25-4	12/16/2025 at 12:07 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Coin-Operated Amusement Device Payment	12/12/2025, 11:07:12 AM	12/12/2025, 11:07:53 AM	Colleen Amedure	-	Completed
 City Clerk Approval	12/12/2025, 11:07:54 AM	12/12/2025, 2:32:39 PM	Kaitlin Wright	-	Completed
 Police Department Approval	12/12/2025, 2:32:40 PM	12/15/2025, 12:43:42 AM	Kevin Lynch	-	Completed
 City Council Approval	12/15/2025, 12:43:42 AM	-	Kaitlin Wright	-	Active
 Coin-Operated Amusement Device Permit Issued	-	-	-	-	Inactive



12.8.22

Record No: AMUS-26-1

Coin-Operated
Amusement Device
License
Status: Active
Submitted On: 1/1/2026

Primary Location

30 FERRY ST
Bradford, MA 01835

Owner

CRESCENT YACHT CLUB
PO BOX 5006 30 Ferry
Street BRADFORD, MA 01835

Applicant

Kevin Dorr
 978-821-8808
 kjd9918@aol.com
 30 Ferry St
Crescent Yacht Club
Bradford, MA 01835

JAN 8 AM 10:02
HAVCITYCLERK

Applicant Information

Business Name*

Crescent Yacht Club LLC

Type of Business*

Limited Liability Corporation (LLC)

Applicant Birthday*

07/25/1961

Type of Device*

Coin-Operated Machine

Number of Machines*

2

Are Machines Operated on Sundays?*

Yes

Vendor Information

Vendor Name*

J&M Amusements

Vendor Phone*

9787586100

Vendor Address*

34 Phillips St

Vendor City*

Salem

Vendor State*

MA

Vendor Zip*

01970

Agreement & Signature

Yes*



For Office Use Only

 Effective Date

—

Attachments

Record Activity

Kevin Dorr started a draft Record	01/01/2026 at 12:19 pm
Kevin Dorr submitted Record AMUS-26-1	01/01/2026 at 12:23 pm
OpenGov system altered payment step Coin-Operated Amusement Device Payment, changed status from Inactive to Active on Record AMUS-26-1	01/01/2026 at 12:23 pm
OpenGov system completed payment step Coin-Operated Amusement Device Payment on Record AMUS-26-1	01/02/2026 at 1:30 pm
OpenGov system altered approval step City Clerk Approval, changed status from Inactive to Active on Record AMUS-26-1	01/02/2026 at 1:30 pm
OpenGov system assigned approval step City Clerk Approval to Natalia Hernandez on Record AMUS-26-1	01/02/2026 at 1:30 pm

Kaitlin Wright approved approval step City Clerk Approval on Record AMUS-26-1	01/06/2026 at 9:01 am
OpenGov system altered approval step Police Department Approval, changed status from Inactive to Active on Record AMUS-26-1	01/06/2026 at 9:02 am
OpenGov system assigned approval step Police Department Approval to Kevin Lynch on Record AMUS-26-1	01/06/2026 at 9:02 am
Kevin Lynch approved approval step Police Department Approval on Record AMUS-26-1	01/06/2026 at 9:43 pm
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record AMUS-26-1	01/06/2026 at 9:43 pm
OpenGov system assigned approval step City Council Approval to Natalia Hernandez on Record AMUS-26-1	01/06/2026 at 9:43 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Coin-Operated Amusement Device Payment	1/1/2026, 12:23:08 PM	1/2/2026, 1:30:51 PM	Kevin Dorr	-	Completed
 City Clerk Approval	1/2/2026, 1:30:51 PM	1/6/2026, 9:01:59 AM	Natalia Hernandez	-	Completed
 Police Department Approval	1/6/2026, 9:01:59 AM	1/6/2026, 9:43:09 PM	Kevin Lynch	-	Completed
 City Council Approval	1/6/2026, 9:43:09 PM	-	Natalia Hernandez	-	Active
 Coin-Operated Amusement Device Permit Issued	-	-	-	-	Inactive



12.8.2.3

Record No:
AMUS-25-5

Coin-Operated
Amusement
Device License

Status: Active
Submitted On:
12/23/2025

Primary Location
2 WATER ST Unit
Unit 1
Haverhill, MA 01830

Owner
DELTA MB LLC C/O
DEMOULAS SUPER
MARKETS
EAST STREET 875
TEWKSBURY, MA
01876

Applicant

Ken Naudzunas
978-372-0576
knaudzunas@demoulasmarketbasket.com
2 Water St
Haverhill, MA 01830

JAN 8 AM 10:10
HAUCITYCLERK

Applicant Information

Business Name*

DEMOULAS SUPERMARKET, INC

Type of Business*

Corporation

Applicant Birthday*

03/05/2001

Type of Device*

Coin-Operated Machine

Number of Machines*

1

Are Machines Operated on Sundays?*

Yes

Vendor Information

Vendor Name*

Modern Amusement

Vendor Phone*

6034989709

Vendor Address*

35 Nashua Rd

Vendor City*

Windham

Vendor State*

NH

Vendor Zip*

03461

Agreement & Signature

Yes*



For Office Use Only

 Effective Date

—

Attachments

Record Activity

Ken Naudzunas started a draft Record	12/23/2025 at 12:42 pm
Ken Naudzunas submitted Record AMUS-25-5	12/23/2025 at 12:59 pm
OpenGov system altered payment step Coin-Operated Amusement Device Payment, changed status from Inactive to Active on Record AMUS-25-5	12/23/2025 at 12:59 pm
OpenGov system completed payment step Coin-Operated Amusement Device Payment on Record AMUS-25-5	12/23/2025 at 1:00 pm
OpenGov system altered approval step City Clerk Approval, changed status from Inactive to Active on Record AMUS-25-5	12/23/2025 at 1:00 pm
Kaitlin Wright assigned approval step City Clerk Approval to Kaitlin Wright on Record AMUS-25-5	12/24/2025 at 10:53 am

Kaitlin Wright changed form field entry Type of Business from "Sole Proprietor" to "Corporation" on Record AMUS-25-5	12/24/2025 at 10:53 am
Kaitlin Wright approved approval step City Clerk Approval on Record AMUS-25-5	01/05/2026 at 4:37 pm
OpenGov system altered approval step Police Department Approval, changed status from Inactive to Active on Record AMUS-25-5	01/05/2026 at 4:37 pm
OpenGov system assigned approval step Police Department Approval to Kevin Lynch on Record AMUS-25-5	01/05/2026 at 4:37 pm
Kevin Lynch approved approval step Police Department Approval on Record AMUS-25-5	01/06/2026 at 9:42 pm
OpenGov system altered approval step City Council Approval, changed status from Inactive to Active on Record AMUS-25-5	01/06/2026 at 9:42 pm
OpenGov system assigned approval step City Council Approval to Natalia Hernandez on Record AMUS-25-5	01/06/2026 at 9:42 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Coin-Operated Amusement Device Payment	12/23/2025, 12:59:26 PM	12/23/2025, 1:00:11 PM	Ken Naudzunus	-	Completed
 City Clerk Approval	12/23/2025, 1:00:11 PM	1/5/2026, 4:37:27 PM	Kaitlin Wright	-	Completed
 Police Department Approval	1/5/2026, 4:37:28 PM	1/6/2026, 9:42:56 PM	Kevin Lynch	-	Completed
 City Council Approval	1/6/2026, 9:42:56 PM	-	Natalia Hernandez	-	Active
 Coin-Operated Amusement Device Permit Issued	-	-	-	-	Inactive



13.1

MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

January 8, 2026

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

JAN 9 AM 8:40
HVCITYCLERK

RE: FY24 Bills

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

Attached, please find an order to pay bills from the previous fiscal year:

Vendor	Amount	Account
Hippo Prints	\$ 675.00	Recreation Department

Total: \$ 675.00

I recommend approval.

Sincerely,

**Melinda E. Barrett
Mayor**

MEB/em



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

That in accordance with General Laws, Chapter 44, Section 64, authorize the payment of bill(s) of the previous years and to further authorize the payment from current year departmental appropriations as listed below:

JUN 19 AM 2:29
MAYOR/CLERK

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Hippo Prints	\$675.00	Recreation Department



100 Plaistow Road, Unit 3
 Plaistow, NH 03865
 hippo-prints.com

Invoice 28924

Date: 06/29/23

City of Haverhill
 4 Summer Street
 City Hall, Room 100
 Haverhill MA 01830

SHIP TO:

City of Haverhill
 4 Summer Street
 City Hall, Room 100
 Haverhill MA 01830

Our Truck

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
1057	Vince Ouellette	978-332-6659			Josh Falkenburg	Mary Lovell
Quantity	Description				Unit Price	Price
5,000	Lake Saltonstall Parking Tickets 1 Original 3.5 x 6.5 (1 side) 67# Matte Cover Yellow 3.5 x 6.5 (1 Original) Front: Black Digital Printing Perforate (1 Perfs/Sheet) Numbering Shrinkwrapping				0.1350/Ea	675.00
Terms	Subtotal	Tax	Total	Paid	BALANCE	
C.O.D.	675.00	0.00	675.00	0.00	675.00	

King Graphics | 100 Plaistow Road, Unit 3 | Plaistow, NH 03865

HippoPrints & King Graphics · 195 McGregor Street Suite 325 · Manchester NH 03102 · 603-382-1380

(print# 1)

14.1



Haverhill

Robert E. Ward, DPW Director
Phone: 978-374-2382 Fax: 978-521-4083
rward@haverhillma.gov

January 6, 2026

JAN 9 AM 11:01
HAVCITYCLERK

**MEMO TO: CITY COUNCIL PRESIDENT TIMOTHY JORDAN AND
MEMBERS OF THE CITY COUNCIL**

Subject: *Franklin Street #60 – HPS-26-1 - Add Handicap Parking*

As requested, attached is the subject Ordinance to add handicap parking.
Please contact me if you have any questions.

Sincerely,

Robert E. Ward
DPW Director

C: Mayor Barrett, Lt. Lynch, K. Wright



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

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, §85, Schedule B: Parking Restrictions and Prohibitions, as amended, is hereby further amended by **ADDING** the following:

Franklin Street:
In front of #60

No Parking **24 hours**
(except for 1 24-hour
handicap parking space)

APPROVED AS TO LEGALITY

City Solicitor

142



Haverhill

Robert E. Ward, DPW Director
Phone: 978-374-2382 Fax: 978-521-4083
rward@haverhillma.gov

January 8, 2026

JAN 9 AM 11:01
HAVERHILL CITY CLERK

**MEMO TO: CITY COUNCIL PRESIDENT TIMOTHY JORDAN AND
MEMBERS OF THE CITY COUNCIL**

Subject: 113 Laurel Avenue – HPS-26-2 - Delete Handicap Parking

As requested, see attached ordinance for deleting handicap spot at the subject location.

Please contact me if you have any questions.

Sincerely,

Robert E. Ward
DPW Director

C: Mayor Barrett, Lt. Lynch, K. Wright



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

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, §85, Schedule B: Parking Restrictions and Prohibitions, as amended, is hereby further amended by **DELETING** the following:

Laurel Ave:	No Parking	24 hours
In front of #113	(except for 1 24-hour parking space)	

APPROVED AS TO LEGALITY

City Solicitor

Document # 30-I

Order- That \$26,741.40 be transferred from the Youth Activity/ Mental Health Stabilization Fund to the Youth Activity Revolving Fund

This requires a two-thirds majority vote.

IN CITY COUNCIL: December 16, 2025

CONTINUED TO JANUARY 13, 2025

7 YEAS, 0 NAYS, 4 ABSENT

Attest: Kaitlin M. Wright
Kaitlin M. Wright, CMC
City Clerk

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

5.5

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

December 11, 2025

DEC 12 AM 9:04
HAUCITYCLERK

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Order to Transfer Funds for Youth Activity and Mental Health

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Order to transfer funds from Youth Activity/Mental Health Stabilization Fund to the Youth Activity Revolving Fund.

This requires a two-thirds majority vote.

I recommend approval

Very truly yours,

Melinda E. Barrett
Mayor



Document

5.5.1

CITY OF HAVERHILL

In Municipal Council

Ordered:

That \$26,741.40 be transferred from the Youth Activity/Mental Health Stabilization Fund to the Youth Activity Revolving Fund. This order requires a two-thirds majority vote of the legislative body.

DEC 12 AM 8:38
CITY CLERK

16.2

Document # 19-G

Order -that the City Council on behalf of the City votes to appropriate and authorize the Treasurer, with approval of the Mayor to raise or borrow the sum of up to \$644,564.00 for the Clement Farm Conservation Area improvement project

IN CITY COUNCIL: December 16, 2025

PLACE ON FILE FOR 10 DAYS

7 YEAS, 0 NAYS, 4 ABSENT

Attest: Kaitlin M. Wright
Kaitlin M. Wright, CMC
City Clerk

5.1

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

December 11, 2025

DEC 12 AM9:04
HAVCITYCLERK

To: City Council President Thomas J. Sullivan and Members of the
Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Loan Order – PARC Grant

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Loan Order for the Parkland Acquisitions
and Renovations for Communities (PARC) Grant.

I recommend approval

Very truly yours,

Melinda E. Barrett
Mayor



Haverhill

Conservation Department
Phone: 978-374-2334 Fax: 978-374-2366
rmoore@haverhillma.gov

MEMO TO: The Honorable Melinda E. Barrett, Mayor, City of Haverhill
FROM: Robert E. Moore, Jr., Environmental Health Technician 
DATE: December 11, 2025
RE: Order Related to the City's Receipt of Parkland Acquisitions and Renovations for Communities (PARC) Grant Funding for Disc Golf and Trail Improvements at Clement Farm

The City was successful in its PARC application pursuing funding for improvements to the disc golf course, such as improvements to the parking area, replacement of a footbridge on the first hole, installation of an ADA-accessible practice basket, creation of a pollinator meadow, and improvements to trail mapping and the picnic area. The total project value is estimated to be \$644,564, with the grant reimbursing the City in the amount of \$425,000. This is the maximum 66%:34% split afforded our community.

Attached is a City Council Order prepared by Mead, Talerman and Costa authorizing the Mayor to raise or borrow the full sum of the project estimate, accept the reimbursement funds, and execute all necessary documents to complete the project.

If you approve the documents, they should be forwarded to the City Clerk to be placed on the City Council agenda for final authorization. Please review and advise if any modifications are necessary before submission.

Attachments:

- City Council Order
- Project "Conceptual Site Plan" prepared by GPI, Inc., dated 8/15/2025

e-COPY TO: Christine Lindberg, Chief of Staff, Mayor Barrett
Lisa L. Mead, Mead, Talerman & Costa, LLC
Joseph Ruotolo, Jr, Mead, Talerman & Costa, LLC
Robert E. Ward, Director of Public Works
Angel Perkins, City Auditor & Chief Financial Officer

	<p>Document</p> <p>CITY OF HAVERHILL</p> <p>In Municipal Council</p>	<p>DEC 12 AM 8:38 HVCITYCLERK</p>
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ORDERED:

Loan Order – PARC Grant

At a regularly convened meeting of the City Council of the City of Haverhill, held on the 1 day of _____, 2025, it was voted as follows:

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to appropriate, and authorize the Treasurer, with the approval of the Mayor to raise or borrow the sum of up to \$644,564.00 for the Clement Farm Conservation Area improvement project;

And further to authorize the Mayor to file, apply for, and accept PARC grant funds (301 CMR 5.00) on behalf of the City, and to enter into all agreements and execute any and all documents as may be necessary to or convenient to complete the project.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

CLEMENT FARM DISC GOLF COURSE

Haverhill, MA

NOTES:

- 1 Proposed Stone Dust Meadow Trail
- 2 Proposed Interpretive Signage
- 3 Proposed Composting Toilet
- 4 Proposed Accessible Picnic Table
- 5 Dead Trees to be Removed
- 6 Portion of Stone Wall to be Removed
- 7 Proposed Stone Wall
- 8 Proposed Foothold
- 9 Existing Foothold
- 10 Existing Informal Footpath

LEGEND

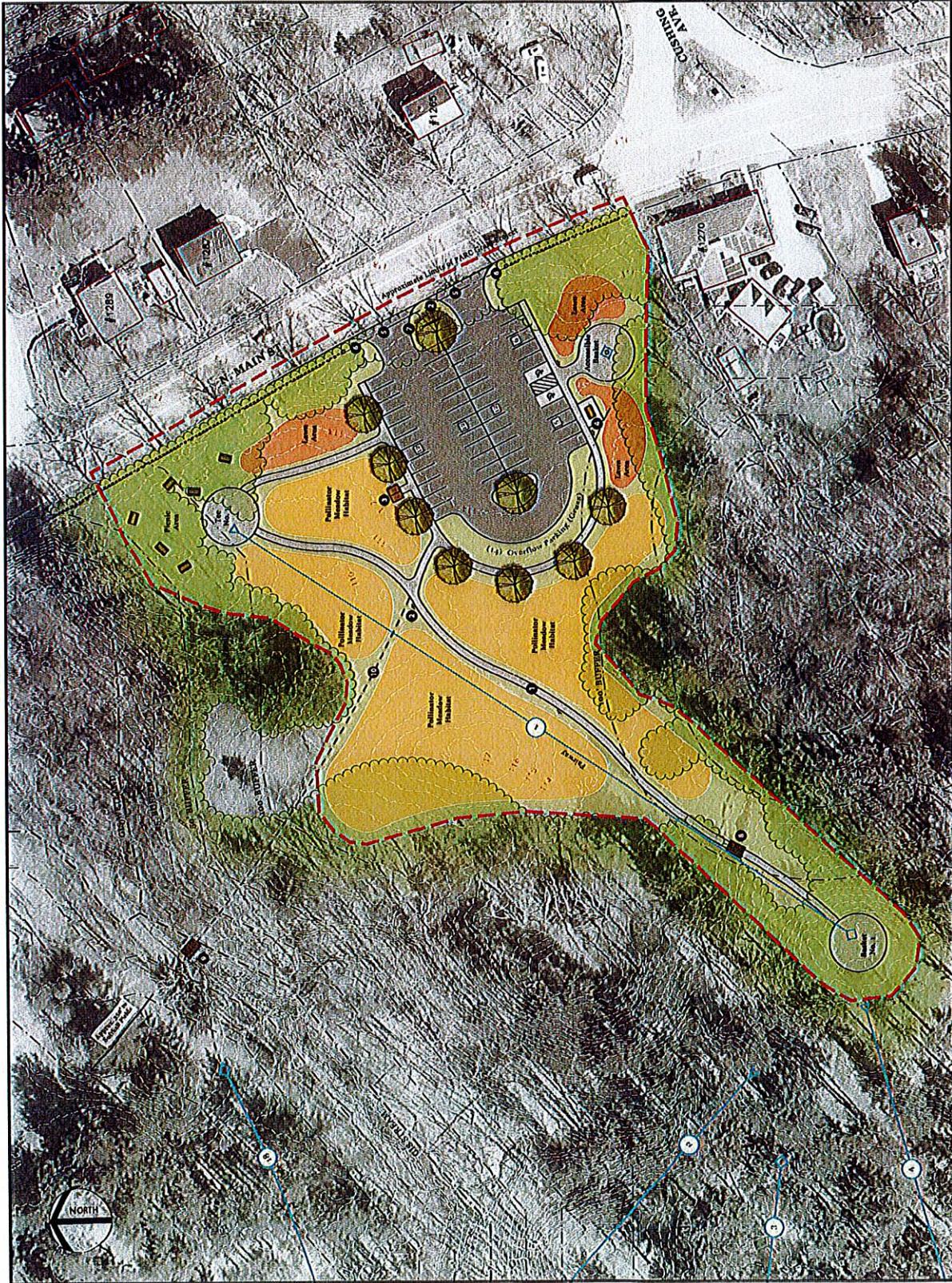
- Proposed Gravel In-slope Parking Area
- Proposed Stone Dust Walkway
- Proposed Gravel Concrete Pavement
- Proposed Lawn / Open Space
- Proposed Pollinator Structure Habitat
- Existing Trees to Remain
- Property Line
- Approximate Limits of PAVC Green Project
- CIS Wetland / Stream and Buffer
- Existing Stone Wall to Remain
- Existing Disc Golf Fairway
- Existing Tree Line
- Proposed Tree Line

CONCEPTUAL SITE PLAN

Prepared by:

 Greenleaf-Popplein, Inc.
 100 Main Street, Suite 202
 Haverhill, MA 01830
 Tel: 978.333.2272
 GNP170100

Date: 01/22/2025





DOCUMENT

CITY OF HAVERHILL

In Municipal Council December 16, 2025

ORDERED:

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to appropriate, and authorize the Treasurer, with the approval of the Mayor to raise or borrow the sum of up to \$644,564.00 for the Clement Farm Conservation Area improvement project;

And further to authorize the Mayor to file, apply for, and accept PARC grant funds (301 CMR 5.00) on behalf of the City, and to enter into all agreements and execute any and all documents as may be necessary to or convenient to complete the project.

PLACED ON FILE for at least 10 days

Attest:


Kaitlin M. Wright, CMC
City Clerk

Kaitlin Wright

From: Kaitlin Wright
Sent: Monday, December 15, 2025 9:31 AM
To: HGLegals@hgazette.com
Cc: Natalia Hernandez
Subject: Legal Ads for Haverhill
Attachments: Ad - Land and Water Conservation Fund.pdf; Ad - PARC Grant.pdf

Good morning,

Please run the following legal ads (2):

- Land and Water Conservation Grant Fund (attached) for 1 time in the Gazette on December 18, 2025.
- PARC Grant Fund (attached) for 1 time in the Gazette on December 18, 2025.

Any questions, please call 978-420-3622. Thank you!

All my best,

Kaitlin

Kaitlin M. Wright, CMC

City Clerk

4 Summer Street, Room 118

Office: (978) 374-2312

Fax: (978) 373-8490

kwright@haverhillma.gov



VERIFY YOUR VOTER STATUS HERE: <https://www.sec.state.ma.us/ovr/>

STATE PRIMARY ELECTION	VOTER REGISTRATION DEADLINE	EARLY VOTING PERIOD	LAST DAY TO REQUEST VOTE BY MAIL BALLOT
September 1, 2026	August 22, 2026	TBD	August 25, 2026

11/6 3

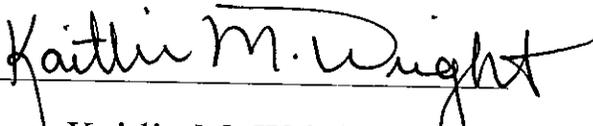
Document # 19-H

Order - that the City Council on behalf of the City vote to appropriate, and authorize the Treasurer, with the approval of the Mayor to appropriate or borrow the sum of up to \$1,110,756.00 for the City of Haverhill, Clement Farm Fields, Land and Water Conservation Fund

IN CITY COUNCIL: December 16, 2025

PLACED ON FILE FOR 10 DAYS

7 YEAS, 0 NAYS, 4 ABSENT

Attest: 
Kaitlin M. Wright, CMC
City Clerk

5.2



MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

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

December 11, 2025

DEC 12 AM 9:04
HAVCITYCLERK

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Loan Order – Land and Water Conservation Fund Grant

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Loan Order for the Land and Water Conservation Fund Grant.

I recommend approval

Very truly yours,

Melinda E. Barrett
Mayor

5.2.1

	<p>Document</p> <p>CITY OF HAVERHILL</p> <p>In Municipal Council</p>	<p>DEC 12 AM 8:38 HAUGHTON CLERK</p>
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ORDERED:

Loan Order – Land and Water Conservation Fund Grant

At a regularly convened meeting of the City Council of the City of Haverhill, held on the ____ day of _____, 2025, it was voted as follows:

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to appropriate, and authorize the Treasurer, with the approval of the Mayor to appropriate or borrow the sum of up to One Million One Hundred Ten Thousand Seven Hundred Fifty-Six Dollars (\$1,110,756.00) for City of Haverhill, Clement Farm Fields, Land and Water Conservation Fund #25-00603/P25AP01355, including the payment of all costs incidental and related thereto (the "Project"); that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to appropriate and/or transfer from available funds said amount and/or borrow said amount pursuant to Chapter 44, Section 7 and/or 8 of the General Laws, or pursuant to any other enabling authority, and to issue bond or notes of the City therefor; that the Mayor be and is hereby authorized to apply for, file, accept and expend a reimbursement grant in the amount of (\$555,378) for the Project from the Executive Office of Energy and Environmental Affairs through the Land and Water Conservation Act (P.L. 88-578, 78 Stat. 897) (the "Grant"); that any grants received for the Project be administered by the Recreation Department; and that the Mayor be and is hereby authorized to take such other actions as are necessary or convenient to carry out the Project and the terms, purposes, and conditions of the Grant.

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

And further to authorize the Mayor to file, apply for, and accept LWCF grant funds (P.L.

	<p style="text-align: center;">Document</p> <p style="text-align: center;">CITY OF HAVERHILL</p> <p style="text-align: center;">In Municipal Council</p>	
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88-578, 78 Stat 897) on behalf of the City, and to enter into all agreements and execute any and all documents as may be necessary to or convenient to complete the project.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor



Haverhill

Conservation Department
Phone: 978-374-2334 Fax: 978-374-2366
rmoore@haverhillma.gov

MEMO TO: The Honorable Melinda E. Barrett, Mayor, City of Haverhill

FROM: Robert E. Moore, Jr., Environmental Health Technician

DATE: December 11, 2025

RE: Order of Taking – Crestshire Realty Trust and Yard N' Garden Realty Trust Land off West Hadley Road in Merrimac, MA, Parcels 80-1-12, 80-1-12B, 80-1-13A, 80-1-12A, and 80-1-6A

Attached are the following documents prepared by Mead, Talerman and Costa authorizing the Mayor to acquire, including taking by eminent domain, approximately 41.09 acres of land off West Hadley Road in Merrimac, MA for water supply and land conservation purposes from Crestshire Realty Trust and Yard N' Garden Realty Trust for \$370,000. The seller has agreed to the City taking the property by eminent domain as part of a Drinking Water Supply Protection Grant awarded to the City by the Executive Office of Energy and Environmental Affairs. The City will be reimbursed 60% of its costs to acquire this land, up to \$237,000. The balance will be funded by the Water Department. The subject parcels are further identified on the attached plan prepared by Greenman-Pedersen, Inc.

Documents:

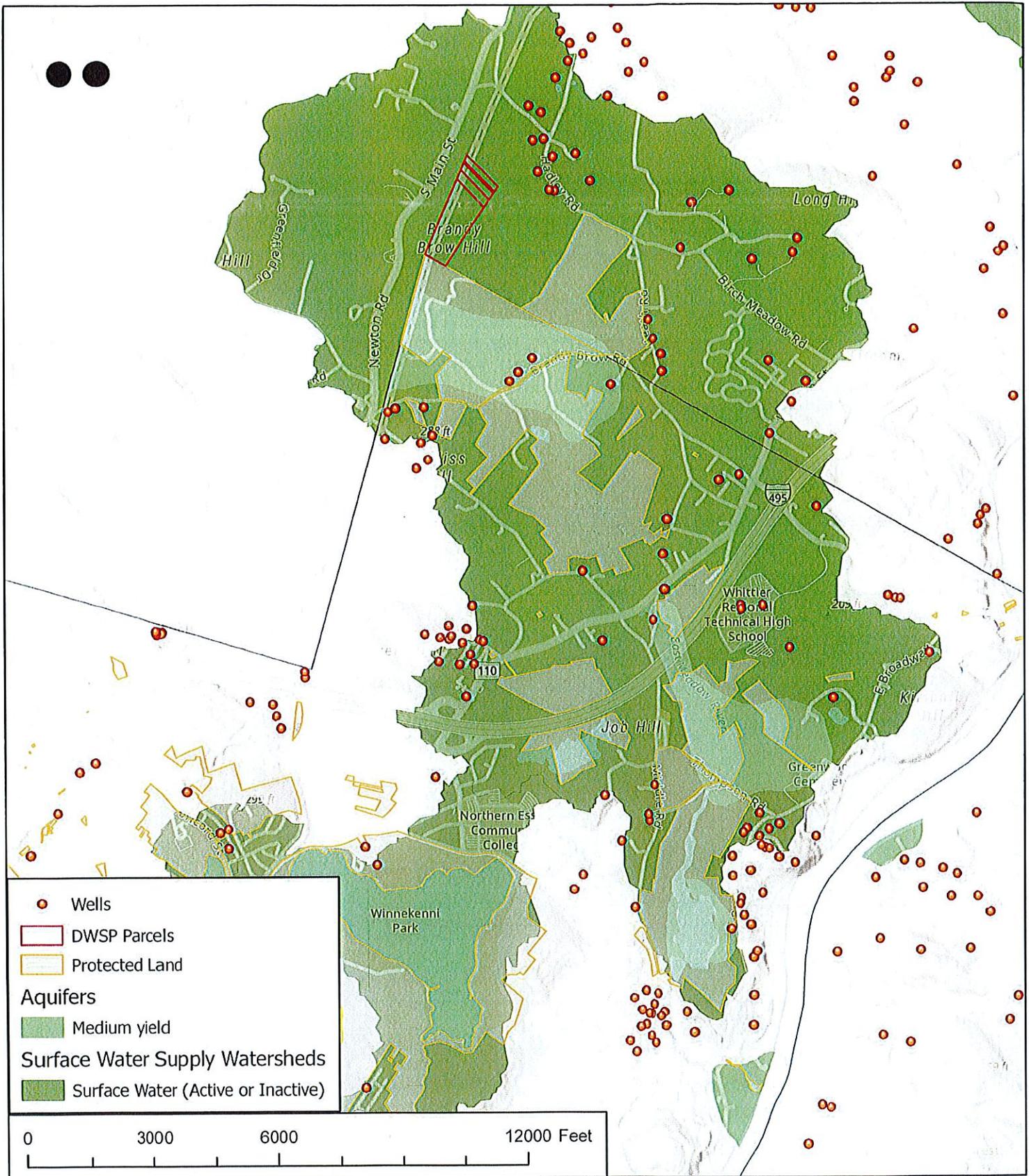
- Council Order: Requires Council authorization with endorsement by the Mayor and City Clerk.
- Order of Taking: Requires Council authorization with endorsement by the Mayor and City Solicitor
- Taking Agreement: Formalizes the seller's agreement not to contest the eminent domain taking. Confirms the City will pay \$370,000 for the taking and conditions the validity of the agreement upon approval of the City Council. The agreement includes standard warranties and liability provisions and requires the City to record the Order of Taking before issuing payment.

If you approve the documents, they should be forwarded to the City Clerk to be placed on the City Council agenda for final authorization. Please review and advise if any modifications are necessary before submission.

Attachments:

- Locus Map
- Plan entitled "Plan of Land", showing subject parcels, by Greenman-Pedersen, Inc., dated 11/18/2025
- City Council Order Authorizing Mayor to Execute the Order of Taking and Taking Agreement
- City Council Order of Taking
- Taking Agreement, copy signed by the owner, John B. DiBitetto

e-COPY TO: Christine Lindberg, Chief of Staff, Mayor Barrett
Lisa L. Mead, Mead, Talerman & Costa, LLC
Joseph Ruotolo, Jr, Mead, Talerman & Costa, LLC
Robert E. Ward, Director of Public Works
Angel Perkins, City Auditor & Chief Financial Officer



Aquifers & Watershed
Drinking Water Supply Protection Grant Program
March 2025

	<p>Document</p> <p>CITY OF HAVERHILL</p> <p>In Municipal Council</p>	
---	---	--

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

HAVERHILL CITY COUNCIL

At a regularly convened meeting of the City Council of the City of Haverhill, held on the ____ day of _____, 2025, it was voted as follows:

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to authorize the Mayor to acquire, purchase, take by eminent domain or otherwise the land including 41.09± acres known as the DiBitetto Family Land property off West Hadley Road, Merrimac, MA shown on the plan entitled "Plan of Land Merrimac Assessors Map 80 Lots 1-12, 1-12B, 1-13A, 1-12A, 1-6A Off Hadley Road & Route 108 Merrimac, MA 01860" (the "Plan") prepared by Greenman-Pedersen, Inc., dated October 24, 2025 to be recorded in the South Essex Registry of Deeds; and that the Haverhill City Council, acting as the Board of Water Commissioners, under the provision of M.G.L. c.40 §39A, shall be designated to hold and manage the property for the purposes of water supply protection and land conservation under M.G.L. c.40, §39B and 41, and Article 97 of the Amendments to the Massachusetts Constitution; and that in order to pay for said purchase the City Council does appropriate \$395,000 and that to meet this appropriation, the Treasurer is authorized, with the approval of the Mayor, to borrow a total amount of \$395,000 under and pursuant to G.L. c.44, or any other enabling authority, and to issue bonds or notes of the City therefore; and that the Mayor is authorized to acquire said property by purchase, gift, and/or eminent domain on such terms and conditions as the Mayor deems appropriate; and that the City of Haverhill Department of Public Works, Water Division, City Council and the Mayor are authorized to apply for, receive and accept grants, gifts, and/or reimbursements of funds that may be provided by the Commonwealth of other public or private sources to defray all or a portion of the costs of said acquisition, including by not limited to, grants and/or reimbursement from the Commonwealth of Massachusetts under the Drinking Water Supply Protection Grant Program under the provisions of M.G.L. c.132A, §11 and Chapter 312 of the Acts of 2008, §2A, 2200-7017 and Chapter 209 of the Acts of 2018, §2A, 2000-7072, and/or any other federal and state programs in any way

connected with the scope of the vote taken hereunder, and to enter into any agreements and execute any and all documents necessary or convenient to effectuate the acquisition hereunder; provided, however, that said appropriation and borrowing shall be contingent upon the City receiving the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs Drinking Water Supply Protection Grant;

And further to authorize the Mayor to execute any document, including but not limited to a Taking Agreement, and to take any other action necessary or convenient to carry out this vote.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

	<p style="text-align: center;">Document</p> <p style="text-align: center;">CITY OF HAVERHILL</p> <p style="text-align: center;">In Municipal Council</p>	
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ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

ORDER OF TAKING

The Mayor of the of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City and by virtue of and in accordance with the authority provisions of Massachusetts General Laws Chapter 79 and 4, Section 14, and every other power and authority which is hereunto in any way enabling, does hereby take, on behalf of the City of Haverhill, for the purposes of drinking water supply protection and land conservation, pursuant to Massachusetts General Laws Chapter 40, Sections 38, 39B, and 41, and Article 97 of the Amendments to the Massachusetts Constitution, to held under the control and management of the Haverhill City Council, acting as the Board of Water Commissioners, under the provision of M.G.L. c. 40 sec. 39A the fee ownership in the land with the buildings thereon, if any, of certain parcels located off Hadley Road in the Town of Merrimac, Massachusetts known as "Map 80 Lot 1-12, Map 80 Lot 1-12B, Map 80 Lot 1-13A, Map 80 Lot 1-12A and Map 80 Lot 1-6A" shown on the plan entitled "Plan of Land Merrimac Assessors Map 80 Lots 1-12, 1-12B, 1-13A, 1-12A, 1-6A Off Hadley Road & Route 108 Merrimac, MA 01860" (the "Plan") prepared by Greenman-Pedersen, Inc., dated November 18, 2025 and recorded herewith.

All of said land identified above is owned or supposed to be owned by Crestshire Realty Trust and Yard N' Garden Realty Trust by deeds recorded in the Essex South Registry of Deeds in Book 6751, Page 270, Book 6712, Page 591, and Book 9333, Page 277.

Said land is benefitted by an access easement from Rt. 108 in Newton, New Hampshire as described in an Easement recorded in the Essex South County Registry of Deeds in Book 43110, Page 176.

Any and all trees and structures located upon the easement taken are included in this taking, except as may be specifically excluded herein.

Excepted from the rights herein taken by the City are all easements of record for wires, pipes, conduits, poles, access to the property, and other appurtenances for the conveyance of water, sewage, gas, oil, electricity, cable television transmission, and telephone communications lawfully in or upon said land. Except as noted herein, this taking includes any and all interest in the lands described above, as may be currently held by the owners of the abutting lots.

MassDEP approval is required, pursuant to Massachusetts General Laws Chapter 40, Section 15B, before any portion of this property can be transferred to a different ownership control, or before the property can be changed to a different use.

Except as noted herein, this taking includes any and all interest in the lands described above, as the City Council voted to award damages sustained by the owner of said property, to Crestshire Realty Trust and Yard N' Garden Realty Trust in accordance with the provisions of G. L. c. 79, Section 6, as amended in the amount of \$370,000.00, net any real estate taxes due and recording fees, the current record owner of the property that is the subject of this taking.

End of Text

Signature Page Follows

Approved as to form.

Grantor: City of Haverhill

City Solicitor

By: _____
Name: Melinda E. Barrett, Mayor
City of Haverhill

Essex, ss

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025 before me, the undersigned notary public, personally appeared Melinda E. Barrett, as Mayor of the City of Haverhill Massachusetts, to this notary personally known to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in the capacity indicated, and has the authority to sign in that capacity.

Notary Public:
My Commission Expires:

TAKING AGREEMENT

This Taking Agreement (this "Agreement") is made as of the 25th day of November, 2025, by and between **John B. DiBitetto as Trustee of Yard 'N Garden Realty Trust**, under Declaration of Trust dated June 10, 1981 and recorded in the Essex County Registry of Deeds at Book 6829, Page 140, and as **Trustee of Crestshire Realty Trust**, under Declaration of Trust dated June 19, 1981 and recorded in the Essex County Registry of Deeds at Book 6712, Page 587, both with a mailing address of 14 Ruby Circle, Bradford, Massachusetts 01835-3419 (collectively, the "Seller") and the **City of Haverhill**, a municipal corporation, with a mailing address of 4 Summer Street Haverhill, Massachusetts 01830 ("Buyer").

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

1. Agreement to Transfer Title; Premises. On the terms and conditions set forth herein, Buyer agrees to take title by means of eminent domain and Seller agrees not to challenge the eminent domain proceeding with respect to the following items of Real Property:
 - (a) Certain parcels of land located in Merrimac, Massachusetts, off Hadley Road being known as parcels 80-1-12, 80-1-13.A, 80-1-12.A, and 80-1-6.A on the Town of Merrimac Assessor's Map, owned by Crestshire Realty Trust, as more particularly described in deeds recorded in the Essex South Registry of Deeds at Book 6712, Page 591, and Book 6751, Page 270; and parcel 80-1-12.B on the Town of Merrimac Assessor's Map, owned by Yard 'N Garden Realty Trust, as more particularly described in deed recorded in the Essex South Registry of Deeds at 9333, Page 277 (collectively, the "Premises").
2. Title; Deed. The Premises are to be conveyed by virtue of an Order of Taking by Eminent Domain running to Buyer.
3. Eminent Domain Award Amount. The amount to be awarded to the Seller for the taking of Premises (the "Award Amount") is **Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000.00)**.
4. Closing Date. The Order of Taking by Eminent Domain shall be recorded by Buyer within the statutory period once approved by the City of Haverhill and the Award Amount shall be available to the Seller (the "Closing") within ten (10) days after the recording of the Order of Taking by Eminent Domain.
5. Condition of Premises; As Is. Full possession of the Premises, free of all tenants and occupants is to be delivered on the Closing Date, the Premises to be then (a) substantially in the same condition as they were at the time of execution of this Agreement, with all personal property removed, and (b) in compliance with the provisions of any instrument referred to in Section 2 hereof. Buyer shall be entitled to inspect the Premises at a mutually agreeable time within three (3) business days prior to the Closing Date in order to determine whether the

condition thereof complies with the terms of this Section 5.

6. Extension to Perfect Title or Make Premises Conform; Election to Accept Title.
INTENTIONALLY OMITTED.

7. Due Diligence. INTENTIONALLY OMITTED.

8. Title Review. At the time of Closing, Seller shall have good and clear record and marketable title to the Premises, insurable by a nationally recognized title insurance company.

9. Seller's Representations and Warranties. As an inducement to Buyer to enter into this Agreement and recognizing that all such warranties and representations are material, Seller represents, warrants, and agrees that:

(a) To the best of Seller's actual knowledge, there are no unrecorded leases, subleases, licenses or other rental or occupancy agreements (written or oral) in force or effect which grant any possessory interest in or to the Real Property.

(b) There is no litigation, arbitration, or other legal proceedings pending or administrative proceedings pending, or, to the best of Seller's actual knowledge, threatened in writing, against Seller, which will have a material adverse effect on the Premises. Seller is not in default in any respect of any order, decree or rule of any court or governmental authority which will materially and adversely affect the transaction contemplated hereby.

(c) Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law relating to bankruptcy or insolvency, nor to the best of Seller's actual knowledge, has any such petition been filed against Seller. Seller is not insolvent, and the consummation of the transactions contemplated by this Agreement shall not render Seller insolvent.

(d) To the best of Seller's actual knowledge, Seller has not received any written notice of any special taxes or assessments for roadway, sewer or water improvements or other public improvements pending or threatened in writing with respect to the Real Property.

(e) Seller is not a "foreign person," as defined under Internal Revenue Code Section 1445.

(f) The Seller has no knowledge of any buried oil tanks or hazardous material as defined under Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec 6901 et seq. that has been released, disposed of

or otherwise deposited on the Premises.

10. Additional Covenants of Seller. Seller covenants and agrees that from and after the date hereof until the Closing, Seller shall:

(a) not accept an offer to purchase or any other agreement to dispose of the Premises, or any portion thereof, and not list for sale or offer for sale or disposition, or permit any broker or other person to offer for sale or disposition the Premises, or any portion thereof;

(b) not lease, license, or enter into any other occupancy agreement with respect to the Premises or any portion thereof, and not grant any easement, covenant, restriction or other interest in the Real Property or any portion thereof;

(c) inform Buyer of any written notice of a taking or other action of any governmental agency or authority or any other party affecting the Premises;

(d) maintain property insurance with respect to the Real Property in the same amount as is maintained on the date hereof and provide evidence of such insurance to Buyer upon request;

(e) maintain the Real Property in the same condition as it is on the date hereof, reasonable wear and tear and damage by casualty excepted;

(f) perform all material obligations with respect to the Real Property under all easements, covenants, restrictions, and contracts of record;

(g) promptly give notice to Buyer of actual litigation commenced against Seller and relating to the Premises (including, without limitation, the sale thereof to Buyer), or any portion thereof, between the date of this Agreement and the Closing, whether or not covered by insurance; and

(h) not, without the prior written consent of Buyer, apply for, consent to, or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Premises or any portion thereof.

11. Adjustments. Real estate taxes for the then current fiscal year shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Award amount. In the event that the Real Property shall be affected by any betterment or assessment made after the date of this Agreement, if Seller has elected to pay such betterment or assessment in annual installments, Seller, at the Closing, shall be responsible for all installments due prior to the Closing and Buyer shall be solely responsible for any such assessments and/or installments due on or after the Closing

12. Closing Deliveries. On the Closing Date, Seller shall deliver or cause to be delivered to or at the direction of Buyer, the following documents, duly and validly executed, attested, notarized, and acknowledged, as appropriate:

- (a) Application for Eminent Domain Damages Payment; and
- (b) Owner Release and waiver of damages by Seller.

13. Brokers. Seller and Buyer each warrant and represent that it has not dealt with any real estate broker or agent in connection with the transactions contemplated hereby. Each party shall indemnify and hold harmless the other from any cost, expense, or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this transaction.

14. Default.

- (a) Buyer's Default; Damages. INTENTIONALLY OMITTED.
- (b) Seller's Default, Buyer's Remedies. If Seller shall fail to fulfill the Seller's agreements herein, other than by reason of Buyer's fault or other reasons beyond Seller's control (a "Seller Default"), then, as Buyer's sole and exclusive remedy in such event, Buyer shall have the right to (i) to terminate this Agreement by written notice to Seller, or (ii) commence proceedings to take the Premises by eminent domain.

15. Conditions to Closing. Buyer's obligation to take the Premises by eminent domain and consummate the transaction contemplated by this Agreement shall be contingent upon:

- (a) City Council Approval. Should the City of Haverhill not approve the taking this Agreement shall terminate and shall have not further force and effect;
- (b) The Buyer has secured a Drinking Water Supply Protection "DWSP" grant for no less than \$237,000.00;
- (c) The Buyer undertaking a survey of the Premises and obtaining a Plan in recordable form to be recorded in the appropriate Registry of Deeds

16. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be effective when actually received if delivered by hand between the regular business hours of the City as disclosed on the City's website, or sent by reputable overnight courier, or when confirmed by receipt, or upon refusal to accept delivery, if sent by certified mail, postage prepaid, the certification receipt therefore being deemed the date of such receipt, or by confirmed email transmission and addressed to the parties as follows:

To Buyer: City of Haverhill
 4 Summer Street
 Haverhill, MA 01830
 Attn: Mayor's Office

With a copy to: Lisa L. Mead, Esq.
Joseph Ruotolo Jr., Esq.
Mead, Talerman & Costa, LLC
30 Green Street
Newburyport, Massachusetts 01950
joe@mtclawyers.com

To Seller: John B. DiBitetto, Trustee of Yard 'N Garden Realty Trust
and as Trustee of the Crestshire Realty Trust
14 Ruby Circle, Bradford, Massachusetts 01835-3419

With a copy to: Timothy E. Britain, Esq.
Cleveland, Waters and Bass, P.A.
Two Capital Plaza
Concord, NH 03301
britaint@cwbp.com

17. Amendments; Construction of Agreement. This Agreement, executed in multiple counterparts, shall be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement has been negotiated by the parties and any ambiguity in any provision shall not be construed against either party as drafter. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. Facsimile and pdf (portable document format) signatures shall be deemed originals for all purposes. The attorneys for the parties shall be deemed duly authorized to execute on behalf of their respective client all extensions, if any. No person or entity other than a party to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto. Buyer shall have the right to waive any condition to its obligation to Close. No such waiver shall be binding upon Buyer unless in writing and signed by Buyer's duly authorized representative. The captions of the various Sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit, or construe the contents of such Sections.

18. Reclamation. Seller agrees to promptly refund any overpayments in accordance with M.G.L. Ch.79 Sec 7G.

19. This Agreement shall serve as the Seller's waiver of right to an appraisal under MGL Ch 79 Sec 7A.

20. Saturdays, Sundays, and Holidays. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed or by which the Closing must be held expires on a Saturday, Sunday, federal holiday or legal bank holiday in the Commonwealth of Massachusetts, then such

time period shall be automatically extended to the close of business on the next business day.

21. No Personal Liability. In no event shall any officer, director, trustee, manager, shareholder, member, employee, elected official or agent of Seller or Buyer have any personal liability hereunder.

22. Waiver. Except as expressly provided herein, no waiver by any party of any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other party of the same or any other provision of this Agreement. No waiver shall be valid unless in writing signed by the party to be charged and then only to the extent specifically stated therein.

23. Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. Legal Representation. The Parties hereunder understand that this is a legal document and that they have both had an opportunity to engage legal counsel in review of same.

[Signature Page Follows]

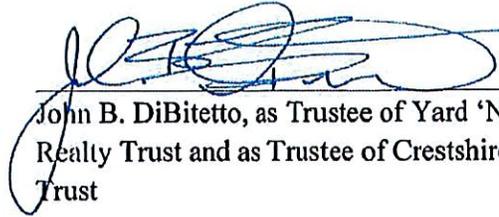
[Signature Page to Purchase and Sale Agreement]

EXECUTED as a sealed instrument as of the date and year first written above.

SELLER:



Witness



John B. DiBitetto, as Trustee of Yard 'N Garden
Realty Trust and as Trustee of Crestshire Realty
Trust

BUYER:

CITY OF HAVERHILL,
a municipal corporation

Witness

By: _____
Name: Melinda E. Barrett
Title: Mayor



DOCUMENT

CITY OF HAVERHILL

In Municipal Council December 16, 2025

ORDERED:

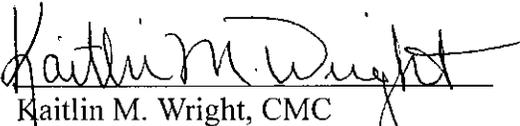
That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to appropriate, and authorize the Treasurer, with the approval of the Mayor to appropriate or borrow the sum of up to One Million One Hundred Ten Thousand Seven Hundred Fifty-Six Dollars (\$1,110,756.00) for City of Haverhill, Clement Farm Fields, Land and Water Conservation Fund #25-00603/P25AP01355, including the payment of all costs incidental and related thereto (the "Project"); that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to appropriate and/or transfer from available funds said amount and/or borrow said amount pursuant to Chapter 44, Section 7 and/or 8 of the General Laws, or pursuant to any other enabling authority, and to issue bond or notes of the City therefor; that the Mayor be and is hereby authorized to apply for, file, accept and expend a reimbursement grant in the amount of (\$555,378) for the Project from the Executive Office of Energy and Environmental Affairs through the Land and Water Conservation Act (P.L. 88-578, 78 Stat. 897) (the "Grant"); that any grants received for the Project be administered by the Recreation Department; and that the Mayor be and is hereby authorized to take such other actions as are necessary or convenient to carry out the Project and the terms, purposes, and conditions of the Grant.

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

And further to authorize the Mayor to file, apply for, and accept LWCF grant funds (P.L. 88-578, 78 Stat 897) on behalf of the City, and to enter into all agreements and execute any and all documents as may be necessary to or convenient to complete the project.

PLACED ON FILE for at least 10 days

Attest:


Kaitlin M. Wright, CMC
City Clerk

Kaitlin Wright

From: Kaitlin Wright
Sent: Monday, December 15, 2025 9:31 AM
To: HGLegals@hgazette.com
Cc: Natalia Hernandez
Subject: Legal Ads for Haverhill
Attachments: Ad - Land and Water Conservation Fund.pdf; Ad - PARC Grant.pdf

Good morning,

Please run the following legal ads (2):

- Land and Water Conservation Grant Fund (attached) for 1 time in the Gazette on December 18, 2025.
- PARC Grant Fund (attached) for 1 time in the Gazette on December 18, 2025.

Any questions, please call 978-420-3622. Thank you!

All my best,

Kaitlin

Kaitlin M. Wright, CMC

City Clerk

4 Summer Street, Room 118

Office: (978) 374-2312

Fax: (978) 373-8490

kwright@haverhillma.gov



VERIFY YOUR VOTER STATUS HERE: <https://www.sec.state.ma.us/ovr/>

STATE PRIMARY ELECTION	VOTER REGISTRATION DEADLINE	EARLY VOTING PERIOD	LAST DAY TO REQUEST VOTE BY MAIL BALLOT
September 1, 2026	August 22, 2026	TBD	August 25, 2026

16.4

Document # 19-F

Mayor Barrett submits the following Loan Order: to authorize borrowing of \$1,200,000.00 for all costs associated with the installation of a turf field at Trinity Stadium

IN CITY COUNCIL: December 2, 2025

10 YEAS, 0 NAYS, 1 ABSENT

FILE 10 DAYS

Attest: Kaitlin M. Wright
Kaitlin M. Wright, CMC
City Clerk

IN CITY COUNCIL: DECEMBER 16, 2025
CONTINUE TO JANUARY 13, 2026

ATTEST: Kaitlin M. Wright
CITY CLERK

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

5.8

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

November 24, 2025

To: City Council President Thomas J. Sullivan and Members of the
Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Order to Authorize Borrowing for Turf Field at Trinity Stadium

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Order to authorize borrowing of \$1,200,000.00 for all costs associated with the installation of a turf field at Trinity Stadium.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor



5.8.1

File for
10 days

Document

City of Haverhill

In Municipal Council November 18, 2025

NOV 13 PM 1:47
HAVCITYCLERK

Ordered:

\$1,200,000 Turf Field Bonds

Ordered: That One Million Two Hundred Thousand Dollars (\$1,200,000) is hereby appropriated to pay costs of the renovation and replacement of the turf field at Trinity Stadium, 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 pursuant to Chapter 44, Section 7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

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

Kaitlin Wright

From: North of Boston <noreply@wave2adportal.com>
Sent: Friday, November 14, 2025 8:52 AM
To: CityClerk
Cc: cmacdonald@northofboston.com; Kaitlin Wright
Subject: Thank you for placing your order with us.

Warning! External Email. Exercise caution when opening attachments or clicking on any links.
THANK YOU for your notice submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

Job Details

Order Number:
W0139315
Business Type:
All Other Public Notices
Notice Size:
Public Notices
Notice Estimate:
\$86.54
Referral Code:
Turf Field Bonds

Account Details

Haverhill Clerk
4 SUMMER ST STE 118
HAVERHILL, MA □ 01830
978-374-2312
cityclerk@cityofhaverhill.com
HAVERHILL CITY CLERK

Schedule for notice number W01393150

Thu Dec 4, 2025
Haverhill Gazette Public Notices
All Zones

City of Haverhill
In Municipal Council
November 18, 2025
Ordered:
\$1,200,000 Turf Field Bonds
Ordered: That One Million Two Hundred Thousand Dollars (\$1,200,000) is hereby appropriated to pay costs of the renovation and replacement of the turf field at Trinity Stadium, 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 pursuant to Chapter 44, Section 7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

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

The North of Boston Media Group is not responsible for any false, inaccurate or omitted notices.

The North of Boston Media Group reserves the right to alter, edit and omit any notice to meet our editorial guidelines. Any additional charges or credits as a result of this process will be the responsibility of the individual or company submitting the notice.

This is an automated message, please do not reply to this e-mail. If you have any questions or concerns you may contact us toll-free at 800-681-6248.

16.5

Document # 111-B

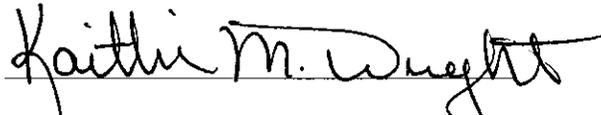
Order- the City Council authorizes the Mayor, pursuant to G.L c 44 sec 21c, to enter into a lease agreement for the lease purchase of a Ford F600 Truck, a Ford F450 Truck, and a Ford F450 Truck all with uplifting for the Highway department for a period of four years

This requires a two-third majority vote

IN CITY COUNCIL: December 16, 2025

CONTINUED TO JANUARY 13, 2025

7 YEAS, 0 NAYS, 4 ABSENT

Attest: 
Kaitlin M. Wright, CMC
City Clerk



Haverhill

Robert E. Ward, DPW Director
Phone: 978-374-2382 Fax: 978-521-4083
rward@haverhillma.gov

Date: January 5, 2026

To: The Honorable Melinda E. Barrett
Mayor of Haverhill

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

Subject: Revised City Council Order – Highway Truck Lease
(Replacement for 12/16 Agenda Item 5.7)

JAN 7 PM 1:39
HAVCITYCLERK

Attached for your review is a revised City Council Order authorizing the lease-purchase of three Highway Department trucks through NCL Government Capital.

This revised order replaces the order that appeared as Agenda Item 5.7 on the City Council agenda for the December 16, 2025 meeting which was not acted on at that meeting. The revisions were made to address legal and technical clarifications identified and agreed upon by the City Solicitor and NCL's attorney. No changes were made to the equipment being procured or the overall financing structure, only to the form of authorization.

If you are comfortable with the revised order, please submit it for inclusion on the agenda for the next City Council meeting.

Attachments

Cc: Angel A. Perkins, City Auditor/Finance Director, aperkins@haverhillma.gov
Christine M. Lindberg, MPA, MCPPO, clindberg@haverhillma.gov
Elizabeth Lydon, Mead, Talerman & Costa, LLC, liz@mtclawyers.com
Lisa L. Mead, Mead, Talerman & Costa LLC, lisa@mtclawyers.com



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

Truck Lease

That the City Council authorizes the Mayor, (Melinda E. Barrett) pursuant to G.L. c. 44 sec. 21C, to enter into a lease agreement with NCL Government Capital, for the lease purchase of a Ford F600 Truck with upfitting, a Ford F450 Truck with upfitting, and a Ford F450 Truck with upfitting for the Highway Department for a period of three years in the amounts of \$299,375.36 from Minuteman Trucks, LLC, but in any event not in excess of the useful life of the property to be purchased, to be procured on such terms and conditions as the Mayor deems in the best interest of the City; and to authorize the Mayor to take all actions necessary to administer and implement such agreement.

5.7

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

December 12, 2025

DEC 12 AM 9:04
HAUCITYCLERK

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Order to Enter Into Lease Agreement – Trucks for Highway Dept.

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Order to enter into a lease agreement for the lease/purchase of three (3) trucks for the Highway Department.

This requires a two-thirds majority vote.

I recommend approval

Very truly yours,

Melinda E. Barrett
Mayor



Mead, Talerman & Costa, LLC
Attorneys at Law

227 Union Street
Suite 606
New Bedford, MA 02740
www.mtclawyers.com

TO: Tom Sullivan, Pres.
City Council

FROM: Lisa Mead, City Solicitor

CC: Melinda Barrett, Mayor

DATE: December 12, 2025

Re: Lease Purchase Agreement for Highway Department

The attached order authorizes the Mayor to execute a four-year lease purchase agreement for three trucks for the Highway Department on terms acceptable to the Mayor. The payment schedule associated with the lease purchase agreement is \$80,664.47/year over four years at an interest rate of 5.234%. The leased vehicles include a Ford F600 Truck, a Ford F450 Truck, and a Ford F450 Truck, all with upfitting. In accordance with M.G.L. c. 44 Section 21C, execution of the lease purchase agreement requires a 2/3 vote of the City Council.

Newburyport Office
30 Green Street
Newburyport, MA 01950

Millis Office
730 Main Street, Suite 11F
Millis, MA 02054
Phone/Fax 508.376.8400



Mead, Talerman & Costa, LLC
Attorneys at Law

227 Union Street
Suite 606
New Bedford, MA 02740
www.mtclawyers.com

TO: Tom Sullivan, Pres.
City Council

FROM: Lisa Mead, City Solicitor

CC: Melinda Barrett, Mayor

DATE: December 12, 2025

Re: *Lease Purchase Agreement for Highway Department*

The attached order authorizes the Mayor to execute a four-year lease purchase agreement for three trucks for the Highway Department on terms acceptable to the Mayor. The payment schedule associated with the lease purchase agreement is \$80,664.47/year over four years at an interest rate of 5.234%. The leased vehicles include a Ford F600 Truck, a Ford F450 Truck, and a Ford F450 Truck, all with upfitting. In accordance with M.G.L. c. 44 Section 21C, execution of the lease purchase agreement requires a 2/3 vote of the City Council.

Newburyport Office
30 Green Street
Newburyport, MA 01950

Millis Office
730 Main Street, Suite 1F
Millis, MA 02054
Phone/Fax 508.376.8400

5.7

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

December 12, 2025

DEC 12 AM 9:04
HAVCITYCLERK

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council
From: Mayor Melinda E. Barrett
Re: Order to Enter Into Lease Agreement – Trucks for Highway Dept.

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Order to enter into a lease agreement for the lease/purchase of three (3) trucks for the Highway Department.

This requires a two-thirds majority vote.

I recommend approval

Very truly yours,

Melinda E. Barrett
Mayor

16.6

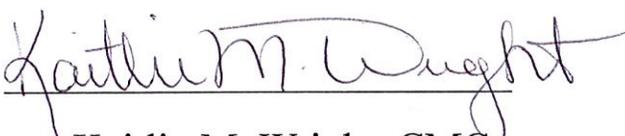
Document # 29-E

Order- that the City Council on behalf of the City votes to authorize the Mayor to acquire, purchase, take by eminent domain or otherwise the land including 41.09 ± acres known as DiBitto Family Land property off West Hadley Road, Merrimac, MA shown on the plan entitled "Plan of Land Merrimac Assessors Map 80 Lots 1-12, 1-12B, 1-13A, 1-12A, 1-6A Off Hadley Road & Route 108 Merrimac, MA 01860"

IN CITY COUNCIL: December 16, 2025

ORDER APPROVED

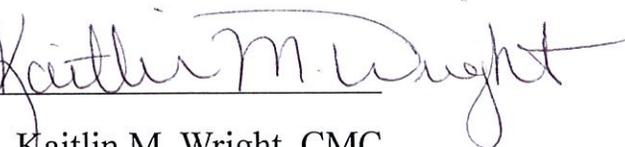
7 YEAS, 0 NAYS, 4 ABSENT

Attest: 
Kaitlin M. Wright, CMC
City Clerk

In City Council: December 16, 2025

Order Approved

**** THIS VOTE REQUIRED A 2/3 MAJORITY AND THUS, WILL NEED TO BE REVOTED ON JANUARY 13, 2026**

Attest: 
Kaitlin M. Wright, CMC
City Clerk

5.3

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

December 12, 2025

HAVERHILL CITY CLERK DEC 12/25 9:03

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council
From: Mayor Melinda E. Barrett
Re: Order To Appropriate And Authorize Taking

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Order to Appropriate and Authorize Taking for the land acquired from the DiBitetto family for water supply protection and conservation.

I recommend approval

Very truly yours,

Melinda E. Barrett
Mayor



Haverhill

Conservation Department
Phone: 978-374-2334 Fax: 978-374-2366
rmoore@haverhillma.gov

MEMO TO: The Honorable Melinda E. Barrett, Mayor, City of Haverhill

FROM: Robert E. Moore, Jr., Environmental Health Technician

DATE: December 11, 2025

RE: Order of Taking – Crestshire Realty Trust and Yard N' Garden Realty Trust Land off West Hadley Road in Merrimac, MA, Parcels 80-1-12, 80-1-12B, 80-1-13A, 80-1-12A, and 80-1-6A

Attached are the following documents prepared by Mead, Talerman and Costa authorizing the Mayor to acquire, including taking by eminent domain, approximately 41.09 acres of land off West Hadley Road in Merrimac, MA for water supply and land conservation purposes from Crestshire Realty Trust and Yard N' Garden Realty Trust for \$370,000. The seller has agreed to the City taking the property by eminent domain as part of a Drinking Water Supply Protection Grant awarded to the City by the Executive Office of Energy and Environmental Affairs. The City will be reimbursed 60% of its costs to acquire this land, up to \$237,000. The balance will be funded by the Water Department. The subject parcels are further identified on the attached plan prepared by Greenman-Pedersen, Inc.

Documents:

- Council Order: Requires Council authorization with endorsement by the Mayor and City Clerk.
Order of Taking: Requires Council authorization with endorsement by the Mayor and City Solicitor
Taking Agreement: Formalizes the seller's agreement not to contest the eminent domain taking. Confirms the City will pay \$370,000 for the taking and conditions the validity of the agreement upon approval of the City Council. The agreement includes standard warranties and liability provisions and requires the City to record the Order of Taking before issuing payment.

If you approve the documents, they should be forwarded to the City Clerk to be placed on the City Council agenda for final authorization. Please review and advise if any modifications are necessary before submission.

Attachments:

- Locus Map
- Plan entitled "Plan of Land", showing subject parcels, by Greenman-Pedersen, Inc., dated 11/18/2025
- City Council Order Authorizing Mayor to Execute the Order of Taking and Taking Agreement
- City Council Order of Taking
- Taking Agreement, copy signed by the owner, John B. DiBitetto

e-COPY TO: Christine Lindberg, Chief of Staff, Mayor Barrett
Lisa L. Mead, Mead, Talerman & Costa, LLC
Joseph Ruotolo, Jr, Mead, Talerman & Costa, LLC
Robert E. Ward, Director of Public Works
Angel Perkins, City Auditor & Chief Financial Officer

	<p>Document</p> <p>CITY OF HAVERHILL</p> <p>In Municipal Council</p>	
---	---	--

ORDERED:

ORDER TO APPROPRIATE AND AUTHORIZE TAKING

At a regularly convened meeting of the City Council of the City of Haverhill, held on the ____ day of _____, 2025, it was voted as follows:

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to authorize the Mayor to acquire, purchase, take by eminent domain or otherwise the land including 41.09± acres known as the DiBitto Family Land property off West Hadley Road, Merrimac, MA shown on the plan entitled "Plan of Land Merrimac Assessors Map 80 Lots 1-12, 1-12B, 1-13A, 1-12A, 1-6A Off Hadley Road & Route 108 Merrimac, MA 01860" (the "Plan") prepared by Greenman-Pedersen, Inc., dated October 24, 2025 to be recorded in the South Essex Registry of Deeds; and that the Haverhill City Council, acting as the Board of Water Commissioners, under the provision of M.G.L. c.40 §39A, shall be designated to hold and manage the property for the purposes of water supply protection and land conservation under M.G.L. c.40, §39B and 41, and Article 97 of the Amendments to the Massachusetts Constitution; and that in order to pay for said purchase the City Council does appropriate \$395,000 and that to meet this appropriation, the Treasurer is authorized, with the approval of the Mayor, to borrow a total amount of \$395,000 under and pursuant to G.L. c.44, or any other enabling authority, and to issue bonds or notes of the City therefore; and that the Mayor is authorized to acquire said property by purchase, gift, and/or eminent domain on such terms and conditions as the Mayor deems appropriate; and that the City of Haverhill Department of Public Works, Water Division, City Council and the Mayor are authorized to apply for, receive and accept grants, gifts, and/or reimbursements of funds that may be provided by the Commonwealth of other public or private sources to defray all or a portion of the costs of said acquisition, including by not limited to, grants and/or reimbursement from the Commonwealth of Massachusetts under the Drinking Water Supply Protection Grant Program under the provisions of M.G.L. c.132A, §11 and Chapter 312 of the Acts of 2008, §2A, 2200-7017 and Chapter 209 of the Acts of 2018, §2A, 2000-7072, and/or any other federal and state programs in any way connected with the scope of the vote taken hereunder, and to enter into any agreements and execute any and all documents necessary of convenient to effectuate the acquisition hereunder; provided, however, that said appropriation and borrowing shall be contingent upon the City receiving the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs Drinking Water Supply Protection Grant;

And further to authorize the Mayor to execute any document, including but not limited to a Taking Agreement, and to take any other action necessary or convenient to carry out this vote.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

	<p>Document</p> <p>CITY OF HAVERHILL</p> <p>In Municipal Council</p>	
---	---	--

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

ORDER OF TAKING

The Mayor of the the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City and by virtue of and in accordance with the authority provisions of Massachusetts General Laws Chapter 79 and 4, Section 14, and every other power and authority which is hereunto in any way enabling, does hereby take, on behalf of the City of Haverhill, for the purposes of drinking water supply protection and land conservation, pursuant to Massachusetts General Laws Chapter 40, Sections 38, 39B, and 41, and Article 97 of the Amendments to the Massachusetts Constitution, to held under the control and management of the Haverhill City Council, acting as the Board of Water Commissioners, under the provision of M.G.L. c. 40 sec. 39A the fee ownership in the land with the buildings thereon, if any, of certain parcels located off Hadley Road in the Town of Merrimac, Massachusetts known as "Map 80 Lot 1-12, Map 80 Lot 1-12B, Map 80 Lot 1-13A, Map 80 Lot 1-12A and Map 80 Lot 1-6A" shown on the plan entitled "Plan of Land Merrimac Assessors Map 80 Lots 1-12, 1-12B, 1-13A, 1-12A, 1-6A Off Hadley Road & Route 108 Merrimac, MA 01860" (the "Plan") prepared by Greenman-Pedersen, Inc., dated November 18, 2025 and recorded herewith.

All of said land identified above is owned or supposed to be owned by Crestshire Realty Trust and Yard N' Garden Realty Trust by deeds recorded in the Essex South Registry of Deeds in Book 6751, Page 270, Book 6712, Page 591, and Book 9333, Page 277.

Said land is benefitted by an access easement from Rt. 108 in Newton, New Hampshire as described in an Easement recorded in the Essex South County Registry of Deeds in Book 43110, Page 176.

Any and all trees and structures located upon the easement taken are included in this taking, except as may be specifically excluded herein.

Excepted from the rights herein taken by the City are all easements of record for wires, pipes, conduits, poles, access to the property, and other appurtenances for the conveyance of water, sewage, gas, oil, electricity, cable television transmission, and telephone communications lawfully in or upon said land. Except as noted herein, this taking includes any and all interest in the lands described above, as may be currently held by the owners of the abutting lots.

MassDEP approval is required, pursuant to Massachusetts General Laws Chapter 40, Section 15B, before any portion of this property can be transferred to a different ownership control, or before the property can be changed to a different use.

Except as noted herein, this taking includes any and all interest in the lands described above, as the City Council voted to award damages sustained by the owner of said property, to Crestshire Realty Trust and Yard N' Garden Realty Trust in accordance with the provisions of G. L. c. 79, Section 6, as amended in the amount of \$370,000.00, net any real estate taxes due and recording fees, the current record owner of the property that is the subject of this taking.

End of Text

Signature Page Follows

Approved as to form.

Grantor: City of Haverhill

City Solicitor

By: _____
Name: Melinda E. Barrett, Mayor
City of Haverhill

Essex, ss

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025 before me, the undersigned notary public, personally appeared Melinda E. Barrett, as Mayor of the City of Haverhill Massachusetts, to this notary personally known to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in the capacity indicated, and has the authority to sign in that capacity.

Notary Public:
My Commission Expires:

TAKING AGREEMENT

This Taking Agreement (this "Agreement") is made as of the 25th day of November, 2025, by and between **John B. DiBitetto as Trustee of Yard 'N Garden Realty Trust**, under Declaration of Trust dated June 10, 1981 and recorded in the Essex County Registry of Deeds at Book 6829, Page 140, and as **Trustee of Crestshire Realty Trust**, under Declaration of Trust dated June 19, 1981 and recorded in the Essex County Registry of Deeds at Book 6712, Page 587, both with a mailing address of 14 Ruby Circle, Bradford, Massachusetts 01835-3419 (collectively, the "Seller") and the **City of Haverhill**, a municipal corporation, with a mailing address of 4 Summer Street Haverhill, Massachusetts 01830 ("Buyer").

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

1. Agreement to Transfer Title; Premises. On the terms and conditions set forth herein, Buyer agrees to take title by means of eminent domain and Seller agrees not to challenge the eminent domain proceeding with respect to the following items of Real Property:
 - (a) Certain parcels of land located in Merrimac, Massachusetts, off Hadley Road being known as parcels 80-1-12, 80-1-13.A, 80-1-12.A, and 80-1-6.A on the Town of Merrimac Assessor's Map, owned by Crestshire Realty Trust, as more particularly described in deeds recorded in the Essex South Registry of Deeds at Book 6712, Page 591, and Book 6751, Page 270; and parcel 80-1-12.B on the Town of Merrimac Assessor's Map, owned by Yard 'N Garden Realty Trust, as more particularly described in deed recorded in the Essex South Registry of Deeds at 9333, Page 277 (collectively, the "Premises").
2. Title; Deed. The Premises are to be conveyed by virtue of an Order of Taking by Eminent Domain running to Buyer.
3. Eminent Domain Award Amount. The amount to be awarded to the Seller for the taking of Premises (the "Award Amount") is **Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000.00)**.
4. Closing Date. The Order of Taking by Eminent Domain shall be recorded by Buyer within the statutory period once approved by the City of Haverhill and the Award Amount shall be available to the Seller (the "Closing") within ten (10) days after the recording of the Order of Taking by Eminent Domain.
5. Condition of Premises; As Is. Full possession of the Premises, free of all tenants and occupants is to be delivered on the Closing Date, the Premises to be then (a) substantially in the same condition as they were at the time of execution of this Agreement, with all personal property removed, and (b) in compliance with the provisions of any instrument referred to in Section 2 hereof. Buyer shall be entitled to inspect the Premises at a mutually agreeable time within three (3) business days prior to the Closing Date in order to determine whether the

condition thereof complies with the terms of this Section 5.

6. Extension to Perfect Title or Make Premises Conform; Election to Accept Title.
INTENTIONALLY OMITTED.

7. Due Diligence. INTENTIONALLY OMITTED.

8. Title Review. At the time of Closing, Seller shall have good and clear record and marketable title to the Premises, insurable by a nationally recognized title insurance company.

9. Seller's Representations and Warranties. As an inducement to Buyer to enter into this Agreement and recognizing that all such warranties and representations are material, Seller represents, warrants, and agrees that:

(a) To the best of Seller's actual knowledge, there are no unrecorded leases, subleases, licenses or other rental or occupancy agreements (written or oral) in force or effect which grant any possessory interest in or to the Real Property.

(b) There is no litigation, arbitration, or other legal proceedings pending or administrative proceedings pending, or, to the best of Seller's actual knowledge, threatened in writing, against Seller, which will have a material adverse effect on the Premises. Seller is not in default in any respect of any order, decree or rule of any court or governmental authority which will materially and adversely affect the transaction contemplated hereby.

(c) Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law relating to bankruptcy or insolvency, nor to the best of Seller's actual knowledge, has any such petition been filed against Seller. Seller is not insolvent, and the consummation of the transactions contemplated by this Agreement shall not render Seller insolvent.

(d) To the best of Seller's actual knowledge, Seller has not received any written notice of any special taxes or assessments for roadway, sewer or water improvements or other public improvements pending or threatened in writing with respect to the Real Property.

(e) Seller is not a "foreign person," as defined under Internal Revenue Code Section 1445.

(f) The Seller has no knowledge of any buried oil tanks or hazardous material as defined under Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec 6901 et seq. that has been released, disposed of

or otherwise deposited on the Premises.

10. Additional Covenants of Seller. Seller covenants and agrees that from and after the date hereof until the Closing, Seller shall:

- (a) not accept an offer to purchase or any other agreement to dispose of the Premises, or any portion thereof, and not list for sale or offer for sale or disposition, or permit any broker or other person to offer for sale or disposition the Premises, or any portion thereof;
- (b) not lease, license, or enter into any other occupancy agreement with respect to the Premises or any portion thereof, and not grant any easement, covenant, restriction or other interest in the Real Property or any portion thereof;
- (c) inform Buyer of any written notice of a taking or other action of any governmental agency or authority or any other party affecting the Premises;
- (d) maintain property insurance with respect to the Real Property in the same amount as is maintained on the date hereof and provide evidence of such insurance to Buyer upon request;
- (e) maintain the Real Property in the same condition as it is on the date hereof, reasonable wear and tear and damage by casualty excepted;
- (f) perform all material obligations with respect to the Real Property under all easements, covenants, restrictions, and contracts of record;
- (g) promptly give notice to Buyer of actual litigation commenced against Seller and relating to the Premises (including, without limitation, the sale thereof to Buyer), or any portion thereof, between the date of this Agreement and the Closing, whether or not covered by insurance; and
- (h) not, without the prior written consent of Buyer, apply for, consent to, or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Premises or any portion thereof.

11. Adjustments. Real estate taxes for the then current fiscal year shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Award amount. In the event that the Real Property shall be affected by any betterment or assessment made after the date of this Agreement, if Seller has elected to pay such betterment or assessment in annual installments, Seller, at the Closing, shall be responsible for all installments due prior to the Closing and Buyer shall be solely responsible for any such assessments and/or installments due on or after the Closing

12. Closing Deliveries. On the Closing Date, Seller shall deliver or cause to be delivered to or at the direction of Buyer, the following documents, duly and validly executed, attested, notarized, and acknowledged, as appropriate:

- (a) Application for Eminent Domain Damages Payment; and
- (b) Owner Release and waiver of damages by Seller.

13. Brokers. Seller and Buyer each warrant and represent that it has not dealt with any real estate broker or agent in connection with the transactions contemplated hereby. Each party shall indemnify and hold harmless the other from any cost, expense, or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this transaction.

14. Default.

- (a) Buyer 's Default; Damages. INTENTIONALLY OMITTED.
- (b) Seller 's Default, Buyer 's Remedies. If Seller shall fail to fulfill the Seller's agreements herein, other than by reason of Buyer's fault or other reasons beyond Seller's control (a "Seller Default"), then, as Buyer's sole and exclusive remedy in such event, Buyer shall have the right to (i) to terminate this Agreement by written notice to Seller, or (ii) commence proceedings to take the Premises by eminent domain.

15. Conditions to Closing. Buyer's obligation to take the Premises by eminent domain and consummate the transaction contemplated by this Agreement shall be contingent upon:

- (a) City Council Approval. Should the City of Haverhill not approve the taking this Agreement shall terminate and shall have not further force and effect;
- (b) The Buyer has secured a Drinking Water Supply Protection "DWSP" grant for no less than \$237,000.00;
- (c) The Buyer undertaking a survey of the Premises and obtaining a Plan in recordable form to be recorded in the appropriate Registry of Deeds

16. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be effective when actually received if delivered by hand between the regular business hours of the City as disclosed on the City's website, or sent by reputable overnight courier, or when confirmed by receipt, or upon refusal to accept delivery, if sent by certified mail, postage prepaid, the certification receipt therefore being deemed the date of such receipt, or by confirmed email transmission and addressed to the parties as follows:

To Buyer: City of Haverhill
 4 Summer Street
 Haverhill, MA 01830
 Attn: Mayor's Office

With a copy to: Lisa L. Mead, Esq.
Joseph Ruotolo Jr., Esq.
Mead, Talerman & Costa, LLC
30 Green Street
Newburyport, Massachusetts 01950
joe@mtclawyers.com

To Seller: John B. DiBitetto, Trustee of Yard 'N Garden Realty Trust
and as Trustee of the Crestshire Realty Trust
14 Ruby Circle, Bradford, Massachusetts 01835-3419

With a copy to: Timothy E. Britain, Esq.
Cleveland, Waters and Bass, P.A.
Two Capital Plaza
Concord, NH 03301
britaint@cwbp.com

17. Amendments; Construction of Agreement. This Agreement, executed in multiple counterparts, shall be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement has been negotiated by the parties and any ambiguity in any provision shall not be construed against either party as drafter. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. Facsimile and pdf (portable document format) signatures shall be deemed originals for all purposes. The attorneys for the parties shall be deemed duly authorized to execute on behalf of their respective client all extensions, if any. No person or entity other than a party to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto. Buyer shall have the right to waive any condition to its obligation to Close. No such waiver shall be binding upon Buyer unless in writing and signed by Buyer's duly authorized representative. The captions of the various Sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit, or construe the contents of such Sections.

18. Reclamation. Seller agrees to promptly refund any overpayments in accordance with M.G.L. Ch.79 Sec 7G.

19. This Agreement shall serve as the Seller's waiver of right to an appraisal under MGL Ch 79 Sec 7A.

20. Saturdays, Sundays, and Holidays. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed or by which the Closing must be held expires on a Saturday, Sunday, federal holiday or legal bank holiday in the Commonwealth of Massachusetts, then such

time period shall be automatically extended to the close of business on the next business day.

21. No Personal Liability. In no event shall any officer, director, trustee, manager, shareholder, member, employee, elected official or agent of Seller or Buyer have any personal liability hereunder.

22. Waiver. Except as expressly provided herein, no waiver by any party of any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other party of the same or any other provision of this Agreement. No waiver shall be valid unless in writing signed by the party to be charged and then only to the extent specifically stated therein.

23. Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. Legal Representation. The Parties hereunder understand that this is a legal document and that they have both had an opportunity to engage legal counsel in review of same.

[Signature Page Follows]

[Signature Page to Purchase and Sale Agreement]

EXECUTED as a sealed instrument as of the date and year first written above.

SELLER:



Witness



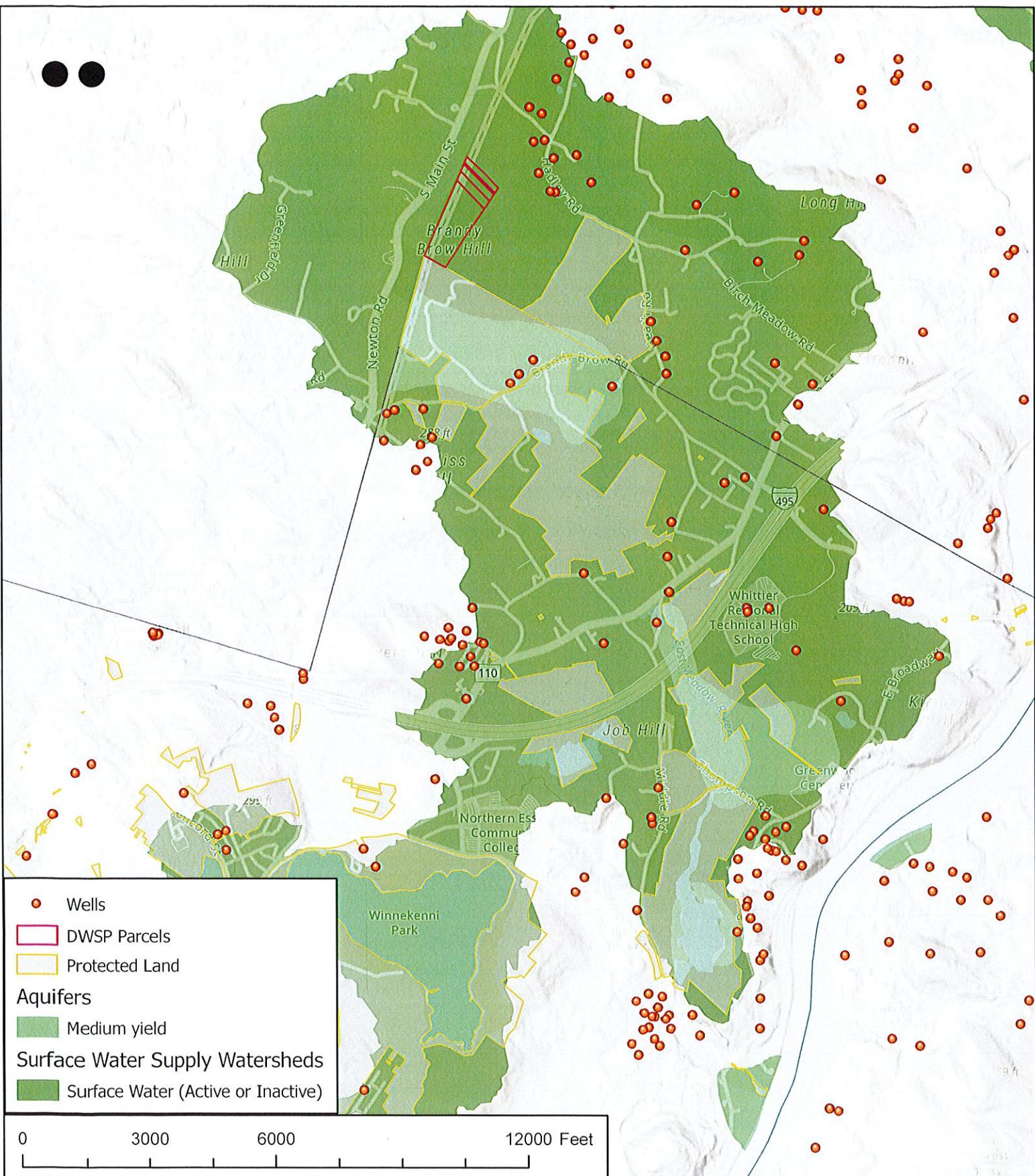
John B. DiBitetto, as Trustee of Yard 'N Garden
Realty Trust and as Trustee of Crestshire Realty
Trust

BUYER:

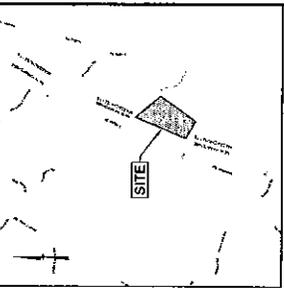
CITY OF HAVERHILL,
a municipal corporation

Witness

By: _____
Name: Melinda E. Barrett
Title: Mayor



Aquifers & Watershed
Drinking Water Supply Protection Grant Program
March 2025

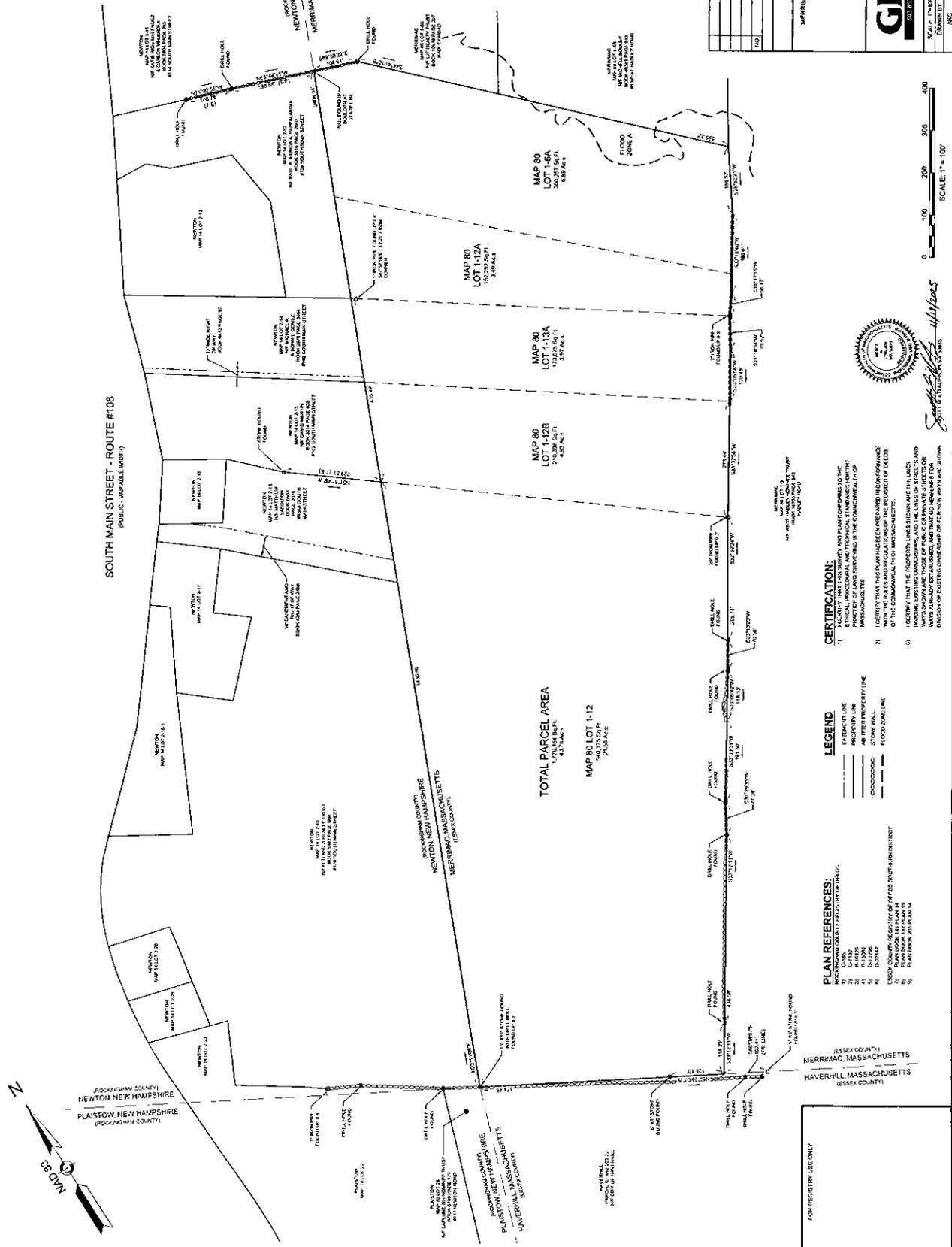


LOCATION MAP
INSET TO SHEET

NOTES:

1. TRIMMED TO RECORD.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. SEE REFERENCE TO SHEET PAGE 278.
4. SEE REFERENCE TO SHEET PAGE 391.
5. SEE REFERENCE TO SHEET PAGE 391.
6. SEE REFERENCE TO SHEET PAGE 391.
7. SEE REFERENCE TO SHEET PAGE 391.
8. SEE REFERENCE TO SHEET PAGE 391.
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13. SEE REFERENCE TO SHEET PAGE 391.
14. SEE REFERENCE TO SHEET PAGE 391.
15. SEE REFERENCE TO SHEET PAGE 391.
16. SEE REFERENCE TO SHEET PAGE 391.
17. SEE REFERENCE TO SHEET PAGE 391.
18. SEE REFERENCE TO SHEET PAGE 391.
19. SEE REFERENCE TO SHEET PAGE 391.

SOUTH MAIN STREET - ROUTE #108
(PUBLIC - VARIABLE WIDTH)



TOTAL PARCEL AREA
1,748.58 SQ. FT.
40.16 AC.

MAP 80 LOT 1-12
901 SQ. FT.
20.56 AC.

PLAN REFERENCES:

1. MERRIMACK COUNTY REGISTRY OF TITLES
2. MAP 80 LOT 1-12
3. MAP 80 LOT 1-12
4. MAP 80 LOT 1-12
5. MAP 80 LOT 1-12
6. MAP 80 LOT 1-12
7. MAP 80 LOT 1-12
8. MAP 80 LOT 1-12
9. MAP 80 LOT 1-12
10. MAP 80 LOT 1-12
11. MAP 80 LOT 1-12
12. MAP 80 LOT 1-12

LEGEND

- EASEMENT LINE
- PROPERTY LINE
- ADJUTED PROPERTY LINE
- STONE WALL
- FLOOD CONTROL LINE

CERTIFICATION:

1. I CERTIFY THAT THIS SURVEY AND PLAN CONFORMS TO THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.
2. I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE MASSACHUSETTS REGISTRY OF TITLES AND THE MASSACHUSETTS REGISTRY OF DEEDS.
3. I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN HAVE BEEN DETERMINED BY MEASUREMENT OF THE PROPERTY LINES AND THE LINES OF STREETS AND ADJACENT LOTS AND ARE CORRECT AND ACCURATE.



Jeffrey A. Gagnier
Surveyor
State of Massachusetts

SCALE: 1" = 100'
0 100 200 300 400

DATE: 11/15/2023
PROJECT NO.: 23-00034
SHEET NO.: 1 OF 1

PLAN OF LAND

MERRIMACK ASSESSORS MAP 80 LOTS 1-12, 14B, 1-13A, 1-12A, 1-12A, 1-12A
GPI
MERRIMACK, MA 03003
PREPARED FOR:
CITY OF HAVERHILL
4 SUMMIT STREET
HAVERHILL, MA 01830



Greenman-Pedersen, Inc.
44 Sillier Road
Sullivan, NH 03087
GPI
03087-0300
Checked By: [Signature]
Scale: 1" = 100'
Project No.: 23-00034
Sheet No.: 1 OF 1

FOR REGISTRY USE ONLY

Kaitlin Wright

From: Christine Lindberg
Sent: Tuesday, December 16, 2025 3:07 PM
To: Thomas J Sullivan Esq.; Thomas J. Sullivan; Kaitlin Wright; Lori Robertson
Cc: Mayor
Subject: Agenda item 5.3 - DiBitetto land

All:

I just wanted to provide more information on this agenda item in case there are questions.

You will see that there are two Orders. The first is the City Council Order (or vote) which is the vote to appropriate and to authorize Taking. The second is the Order of Taking that conveys the property to the City.

So, one vote, but two documents or Orders, both of which will be recorded.

The Taking Agreement does not need to be notarized and it will not be recorded.

Please let me know if you have any questions.

Thanks,

Christine Lindberg, MPA, MCPPO
Chief of Staff
Office of Mayor Melinda E. Barrett
4 Summer Street, Suite 100
Haverhill, MA 01830
Phone: (978) 420-3613

16.7

Document # 103

City Engineer, John Pettis, submits request that the City accept a portion of *South Park Street* as a Public Way, #134190

IN CITY COUNCIL: October 28, 2025

REFERRED TO PB + HEARING SCHEDULED DECEMBER 16

10 YEAS, 0 NAYS, 1 ABSENT

Attest: Kaitlin M. Wright

Kaitlin M. Wright, CMC
City Clerk

IN CITY COUNCIL: December 16, 2025
ORDER GRANTED TO ACCEPT ST AND EASEMENT
7 YEAS, 0 NAYS, 4 ABSENT

**** THIS VOTE REQUIRED A 2/3 MAJORITY AND THUS, WILL NEED TO BE REVOTED ON JANUARY 13, 2026**

Attest: Kaitlin M. Wright

Kaitlin M. Wright, CMC
City Clerk



121

DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

IT APPEARING that the common convenience and necessity require it,

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

South Park Street

Beginning at a point at the northeasterly intersection with South Park Street & Woodlawn Avenue as shown on a Plan of Land, 1"=40', dated Dec, 2009, by R.A.M. Engineering and recorded as Plan Book 423, Plan 34;

Thence S 21°49'36" W a distance of 120.00 feet to a point;

Thence S 68°32'59" E a distance of 150.00 feet to a point;

Thence S 21°49'36" W a distance of 49.84 feet to a point;

Thence N 68°36'29" W a distance of 140.08 feet to a point;

Thence by a curve turning to the left with a Radius of 10.00 feet and a length of 15.65 feet to a point;

Thence N 68°10'24" W a distance of 50.00 feet to a point;

Thence N 21°49'36" E a distance of 179.66 feet to a point;

Thence S 68°29'19" E a distance of 50.00 feet along South Park Street, and the point of beginning.

Meaning and intending to describe a portion of South Park Street as shown on a Plan of Land on file at the Haverhill Engineering office as Plan EL 400 file #16638,.

OCT 16 AM 10:59
HAVERHILL CITY CLERK



Haverhill

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

November 24, 2025

PUBLIC HEARING

City Council Chambers, City Hall, Room 202, 4 Summer st

Notice is hereby given that a hearing will be held for all parties interested, in a hybrid meeting (in person/virtual), on Tuesday December 16, 2025 at 7:00 PM on petition from the City of Haverhill requesting that a portion of **South Park St** be accepted as a public way.

(Residents who are interested in commenting on this item can either (1) Attend in person (Council Chambers, Room 202) or (2) Attend remotely using the link provided on the public meeting calendar on the City's website.)

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

**Advertise: November 27 & December 4, 2025
Haverhill Gazette**


Kaitlin M. Wright, CMC
City Clerk



Haverhill

Engineering Department, Room 300
978-374-2335

John H. Pettis III, P.E.
Deputy DPW Director/City Engineer
JPettis@HaverhillMA.gov

October 9, 2025

**MEMO TO: CITY COUNCIL PRESIDENT THOMAS J. SULLIVAN AND
MEMBERS OF THE CITY COUNCIL**

Subject: *Street Acceptance – South Park Street, Oakwood Terrace,
Harding Avenue*

It is hereby requested that the City of Haverhill Accept as a Public Way a portion of South Park Street, Oakwood Terrace, and name an unnamed portion of right of way Harding Avenue. Attached is a plan and meets and bounds description of the rights of way. It is requested that this be referred to the Planning Board for a hearing and recommendation and then be brought back to Council for their Acceptance vote. Acceptance will allow the City to increase our Chapter 90 funds from the State based on increased accepted road miles and make the roadway eligible for paving improvements from Chapter 90 funds.

Please contact me if you have any questions.

Sincerely,

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



10.2, 10.3, 10.4
Haverhill

Economic Development and Planning
Jacki Byerley, Planning Director
jbyerley@haverhillma.gov
Phone: 978-374-2330

December 11, 2025

City Council President Thomas J. Sullivan
& City Councilors
City of Haverhill

DEC 11 PM 3:05
HAVCITYCLERK

RE: Street Acceptance – Oakwood Terrace, South Park Street and Harding Ave

Members Present: Paul Howard, William Evans, April Der Borghosian, Nathaneil Robertson,
and Michael Morales

Dear City Council President and Councilors:

City Council had received a petition from the City Engineer to accept Oakwood Terrace, South Park Street and Harding Ave for acceptance as public ways. It had been referred to the Planning Board for public hearing and recommendation. The Planning Board met on December 10, 2025 and unanimously voted to favorably recommend acceptance for Oak Terrace, South Park Street and Harding Ave as requested by the City Engineer.

Sincerely

Jacki Byerley, AICP
Planning Director

Cc: Engineering
City Departments

16.8

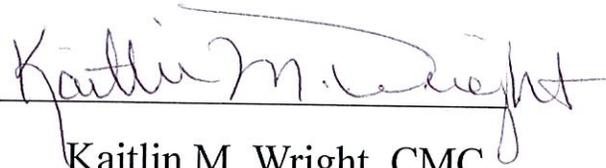
Document # 104

City Engineer, John Pettis, submits request that the City accept Oakwood Terrace as a Public Way, #134193

IN CITY COUNCIL: October 28, 2025

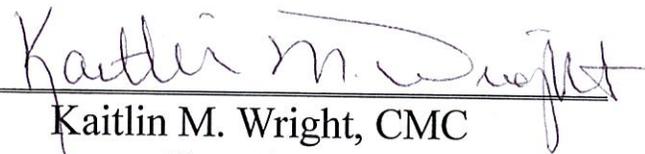
REFERRED TO PB + HEARING SCHEDULED DECEMBER 16

10 YEAS, 0 NAYS, 1 ABSENT

Attest: 
Kaitlin M. Wright, CMC
City Clerk

In City Council: December 16, 2025
Order granted to accept st and Easement
7 yeas, 0 Nays, 4 absent

****THIS VOTE REQUIRES A 2/3 MAJORITY AND THUS, WILL NEED TO BE REVOTED ON JANUARY 13, 2026**

Attest: 
Kaitlin M. Wright, CMC
City Clerk



DOCUMENT

12.2

CITY OF HAVERHILL
IT APPEARING that the common convenience and necessity
require it, In Municipal Council

ORDERED:

It is hereby

**That the following street herein described be accepted as a
Public Way**

Oakwood Terrace

Beginning at a point at the northwesterly intersection with Colby Street and Lot C as shown on a Plan of Land, 1"=40', dated Dec, 2009, by R.A.M. Engineering and recorded as Plan Book 423, Plan 34;;

Thence S 68°15'24" E a distance of 45.19 feet by Colby Street to a stone bound;

Thence S 68°26'59" E a distance of 305.85 feet to a stone bound at the intersection with South Williams Street;

Thence S 68°54'19" E a distance of 271.13 feet along Parcel 1A to a point at the intersection with Harding Avenue;

Thence S 35°02'40" W along the sideline of Harding Avenue a distance of 64.11 feet to a point;

Thence along a curve to the left along Parcel 1A with a radius of 10.00 feet a distance of 18.09 feet to a point;

Thence N 68°36'29" W a distance of 937.92 feet to a point;

Thence N 21°23'31" E a distance of 49.69 feet by Parcel 2A to the point of beginning.

Meaning and intending to describe Oakwood Terrace and including Parcel 1A as shown on a Plan of Land in Haverhill, MA showing a subdivision of Parcel 727-744-1C on file at the Haverhill Engineering office as Plan 2B 3778 file #16638.

[Faint signature or stamp]

	<p style="text-align: center;">Document</p> <p style="text-align: center;">CITY OF HAVERHILL</p> <p style="text-align: center;">In Municipal Council</p>	
---	---	--

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

ORDER OF TAKING

Oakwood Terrace
South Park Street

The Mayor of the of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City and by virtue of and in accordance with the authority provisions of Massachusetts General Laws Chapter 79 and Chapter 82 Sections 21 and 24, and every other power and authority which is hereunto in any way enabling, for the purposes of and herby accepting Oakwood Terrace and South Park Street as public ways in the City of Haverhill, and for the acquisition of interests in land within the layout as set forth below, does hereby take:

- (1) A permanent easement for all purposes for which public ways are used in the City of Haverhill including the installation and maintenance of utilities, over, in, under, through, and upon that parcel of land shown as “Oakwood Terrace” on a plan of land entitled “Plan of Land in Haverhill, MA. Showing Subdivision of Parcel 727-744-1C” prepared by Northpoint Survey Services, Inc. dated October 1, 2021 and recorded in the Essex South Registry of Deeds herewith (the “Plan”);
- (2) A permanent easement for all purposes for which public ways are used in the City of Haverhill including the installation and maintenance of utilities, over, in, under, through, and upon that parcel of land shown as “South Park Street” on the Plan;
- (3) A permanent easement for all purposes for which public ways are used in the City of Haverhill including the installation and maintenance of utilities, over, in, under, through, and upon that parcel of land shown as “Parcel 1A” on the Plan;

- (4) A permanent easement for all purposes for which public ways are used in the City of Haverhill including the installation and maintenance of utilities, over, in, under, through, and upon that parcel of land shown as "Parcel 2A" on the Plan.

The herein taking shall include all roadway improvements, drainage structures and municipal utilities located within Oakwood Terrace and South Park Street.

Any and all trees and structures located upon the easement taken are included in this taking, except as may be specifically excluded herein.

Excepted from the rights herein taken by the City are all easements of record for wires, pipes, conduits, poles, and other appurtenances for the conveyance of water, sewage, gas, oil, electricity, cable television transmission, and telephone communications lawfully in or upon said land.

The lands affected by the herein taking are owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated herein by reference. If in any instance the name of any owner is not correctly stated in Schedule A, it is understood that in such instance the land referred to is owned by an owner or owners' unknown to us.

We have determined that no persons will sustain damages in their property by reason of the herein taking, all in accordance with the provisions of M.G.L., Chapter 79, Section 6, as amended, and award no damages in accordance with this determination. The purpose of this taking is to complete the layout and acceptance of Oakwood Terrace and South Park Street as public ways. No betterments are to be assessed under this taking.

End of Text

Signature Page Follows

Approved as to form.

Grantor: City of Haverhill

City Solicitor

By: _____
Name: Melinda E. Barrett, Mayor
City of Haverhill

Essex, ss

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025 before me, the undersigned notary public, personally appeared Melinda E. Barrett, as Mayor of the City of Haverhill Massachusetts, to this notary personally known to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in the capacity indicated, and has the authority to sign in that capacity.

Notary Public:
My Commission Expires:

	<p>Document</p> <p>CITY OF HAVERHILL</p> <p>In Municipal Council</p>	
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ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

HAVERHILL CITY COUNCIL

At a regularly convened meeting of the City Council of the City of Haverhill, held on the ____ day of _____, 2025, it was voted as follows:

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to authorize the Mayor to acquire by eminent domain or otherwise:

- (1) A permanent easement for all purposes for which public ways are used in the City of Haverhill including the installation and maintenance of utilities, over, in, under, through, and upon that parcel of land shown as "Oakwood Terrace" on a plan of land entitled "Plan of Land in Haverhill, MA. Showing Subdivision of Parcel 727-744-1C" prepared by Northpoint Survey Services, Inc. dated October 1, 2021 and to be recorded in the Essex South Registry of Deeds (the "Plan");
- (2) A permanent easement for all purposes for which public ways are used in the City of Haverhill including the installation and maintenance of utilities, over, in, under, through, and upon that parcel of land shown as "South Park Street" on the Plan;
- (3) A permanent easement for all purposes for which public ways are used in the City of Haverhill including the installation and maintenance of utilities, over, in, under, through, and upon that parcel of land shown as "Parcel 1A" on the Plan;
- (4) A permanent easement for all purposes for which public ways are used in the City of Haverhill including the installation and maintenance of utilities, over, in, under, through, and upon that parcel of land shown as "Parcel 2A" on the Plan;

for the purposes of accepting Oakwood Terrace and South Park Street as public ways;

	<p style="text-align: center;">Document</p> <p style="text-align: center;">CITY OF HAVERHILL</p> <p style="text-align: center;">In Municipal Council</p>	
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And further to authorize the Mayor to execute any document including, but not limited to an Order of Taking, and to take any other action necessary or convenient to carry out this vote;

And further, that the City Council determines that no persons will sustain damages in their property by reason of the herein taking, all in accordance with the provisions of M.G.L. Chapter 79, Section 6, and award no damages in accordance with this determination.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

SCHEDULE A

Property Address	Owner Name and Address	Book	Page
115 South Williams Street Bradford, MA 01835	Diane L. Galvin Trust Diane Galvin, Trustee 18 Lyons Farm Road Bradford, MA 01835	40832	550
	Haverhill Bank 180 Merrimack Street Haverhill, MA 01835	38077	455
29 Woodlawn Avenue Bradford, MA 01835	Scott Angus Laura D Angus 29 Woodlawn Avenue Bradford, MA 01835	13199	398
	Haverhill Bank 180 Merrimack Street Haverhill, MA 01835	38179	227
136 Colby Street Bradford, MA 01835	Robert Barney Marianne Barney 136 Colby Street Bradford, MA 01835	12915	473
N/A	Board of Trustees Carrington Estates Condominium Trust c/o Great North Property Management, Inc. 3 Holland Way, Suite 201 Exeter, NH 03833	24835	112
1 Woodlawn Avenue Bradford, MA 01835	Oasis B. Reyes 1 Woodlawn Avenue Bradford, MA 01835	39768	47
	Salem Five Mortgage Company LLC 210 Essex Street Salem, MA 01970	39768	49

7 Woodlawn Avenue	Rosemary Villavicencio Alberto Villavicencio 7 Woodlawn Ave Bradford, MA 01835	41556	336
	MERS, Inc. PO Box 2026 Flint, MI 48501-2026	41556	339
116 South Williams Street Bradford, MA 01835	William H. MacDougall Lucy MacDougall 116 South Williams Street Bradford, MA 01835	5598	146
131 Colby Street Bradford, MA 01835	Douglas Thomas Standley Morgan Elizabeth Watt 131 Colby Street Bradford, MA 01835	40042	334
	MERS, Inc. PO Box 2026 Flint, MI 48501-2026	40042	337



Haverhill

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

November 24, 2025

PUBLIC HEARING

City Council Chambers, City Hall, Room 202, 4 Summer st

Notice is hereby given that a hearing will be held for all parties interested, in a hybrid meeting (in person/virtual), on Tuesday December 16, 2025 at 7:00 PM on petition from the City of Haverhill requesting that the following street be accepted as a public way **Oakwood Terrace.**

(Residents who are interested in commenting on this item can either (1) Attend in person (Council Chambers, Room 202) or (2) Attend remotely using the link provided on the public meeting calendar on the City's website.)

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

Advertise: November 27 & December 4, 2025
Haverhill Gazette

Kaitlin M. Wright, CMC
City Clerk

Kaitlin Wright

From: Tara Lynch
Sent: Monday, December 22, 2025 11:01 AM
To: Kaitlin Wright
Subject: Street Acceptances
Attachments: City Council Order (002).pdf; Order of Taking (002).pdf; Harding Ave Acceptance.docx

Hi Kaitlin,

It's my understanding that there were not enough councilors present at the meeting last week to constitute a two-thirds majority, which is needed for the taking of Oakwood Terrace and South Park Street. (I'll have to check on the renaming of Harding Ave, that might be all set since there was no taking with that one) Bob Ward asked if the street acceptances can get added to the January 13th meeting agenda?

Also, I wanted to explain the documents with the application. Both Oakwood & South Park have 2 documents, which are the same for both petitions. One document authorizes the mayor to acquire the land by eminent domain. The "Order of Taking" accepts both Oakwood Terr & South Park St as public ways.

If Harding Ave is all set, the legal description is printed on order paper and signed by yourself and the mayor before getting recorded at the registry of deeds.

Please let me know when you're available and we can go over everything before the next meeting.

Thanks,
Tara

Tara Lynch
Assistant Civil Engineer
City of Haverhill
978-374-2335

10.9

Document # 31-G

Memorandum of Agreement between the City of Haverhill and the *Police Patrolman Association Group*

IN CITY COUNCIL: December 9, 2025

FILED FOR 10 DAYS

10 YEAS, 0 NAYS, 1 ABSENT

Attest: Kaitlin M. Wright
Kaitlin M. Wright, CMC
City Clerk

File for 10 days

5.3



MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

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

December 5, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: MOA- Police Patrolman Association Group

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

Please find attached a Memorandum of Agreement for the Police Patrolman Association Group. This item must be placed on file for 10 days after which I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



5.3.11

Haverhill

5-010-05
HUMAN RESOURCES DEPARTMENT

Human Resources Department, Room 306
Phone: (978) 374-2357 Fax: (978) 374-2343

Denise McClanahan, HR Director – dmcclanahan@haverhillma.gov

Christina Carrie, HR Technician – ccarrie@haverhillma.gov

John DeRusso, HR Technician – jdelrosso@haverhillma.gov

Bridget Panniello, Head Clerk/Floater – bpanniello@haverhillma.gov

TO: Mayor Melinda Barrett
FROM: Denise McClanahan, HR Director
DATE: December 5, 2025
RE: MOA submission

As a result of recent negotiations, attached please find the MOA for the Police Patrolman Association group. Please submit this document to the next City Council meeting for action.

dIm

TO: MAYOR MELINDA BARRETT
FROM: Denise McClanahan, HR Director 
DATE: 12/4/2025
RE: COLLECTIVE BARGAINING FINANCIAL DISCLOSURE

DEC 5 AM 10:11
MAYOR CLERK

NAME OF CONTRACT OR GROUP: Police Patrolman Group
CONTRACT PERIOD: 7/1/2025 to 6/30/2028

% INCREASE FOR EACH CONTRACT YEAR:

Year 1 2 % Year 2 2 % Year 3 2 %

In FY 26, drop start, year 1, & year 2 steps – make year 3 the new start step

Cost of COLAs (along with market adjustments) for each fiscal year of contract (amounts are approximate and include contractual step increases):

Year 1 – FY <u>26</u>	Cost amount	<u>\$317,805</u>
Year 2 – FY <u>27</u>	Cost amount	<u>\$136,570</u>
Year 3 – FY <u>28</u>	Cost amount	<u>\$139,860</u>

ADDITIONAL COSTS

(i.e., OT, Hazardous Duty, Professional Development, Clothing Allowance, Holiday Pay, etc.)

Approx longevity increase	<u>\$32,950</u>
Approx accreditation reduction FY26	<u>\$-56,950</u>
Approx education reduction FY 26	<u>\$-111,833</u>
Approx Interpreter stipend increase	<u>\$2,700</u>

Total salary budget for this group was: \$5,500,000

Total salary budget at end of contract period: \$6,000,000

Percent increase in salary budget (includes contractual steps): 10% over 3 years

Are there any other groups or individuals that would be directly affected by this budget? No

What would be the effect? _____

Are there any other known implications to this contract? _____

Funds are appropriated Yes No

Where funds are located Account #: Click or tap here to enter text.

Funds need appropriation by council Yes No

Where funds to come from Account #: Click or tap here to enter text.

Auditors Office



HR Dept

**TENTATIVE AGREEMENTS OFF-THE-RECORD FOR SUCCESSOR
MEMORANDUM OF AGREEMENT**

Dated: December 4, 2025

THE CITY OF HAVERHILL

AND

THE HAVERHILL POLICE PATROLMEN'S ASSOCIATION

This proposed term sheet modifies the existing collective bargaining agreement 07/01/2022 – 06/30/2025 for the term of 07/01/2025 – 06/30/2028. All terms of the existing agreement are extended except as modified herein. Unless otherwise provided, all provisions shall become effective on the date the contract is ratified by the Union Membership and funded (or otherwise approved) by City Council.

1 ALTERNATIVE PATHWAYS

The Parties agree to implement Alternative Pathways for Public Safety Hiring as codified in Chapter 238, § 147 of the Acts of 2024, which adds sections 59A-59D to M.G.L. c. 31, provided seniority is within the exclusive authority of the Union.

2 VACATION

The parties agree to the attached amended vacation policy shown in redline.

3 BODY WORN CAMERAS

The parties agree to implement the attached Body Worn Camera Policy.

4 OVERTIME

The Union agrees to negotiate the hold over policy in good faith with the Chief.

5 SALARIES / COLA

The parties agree to amend the wages scales as follows:

July 1, 2025	2%
July 1, 2026	2%
July 1, 2027	2%

The parties agree to eliminate first three years in wage scale and start new hire officers on the existing third year.

6 4/4 SHIFT – ARTICLE 8

The parties agree to amend Article 8 by adding following new paragraph “(f)”:

(f) The parties have agreed to implement a 4/4 and 4/3 (detectives) schedule under the following conditions:

1. As the 4/4 schedule configuration results in one hundred twenty (120) hours (“Kelly hours”) per year owed to the City (30 hours per quarter), while the 4/4 schedule is in effect, officers are responsible for ensuring that their Kelly hours are reflected in the time bank each quarter, which may be repaid by members using any accrued time, except for sick leave.
2. If an officer fails to document Kelly hours in the time bank or repay said hours in accordance with the prior section, the administrative Captain shall assign any undocumented Kelly hours to suit the best needs of the Department.
3. If the Chief determines that the operations of the department require elimination of use of the Four-and-Four and Four-and-Three Shifts, except in the case of the public emergency, 180 days’ notice must first be provided to the Union of the Chief’s intent to change the schedule and the Union shall have an obligation to bargain with the Chief to impasse. In the event of a public emergency, the response to which having a nexus to elimination of the Four-and-Four and Four-and-Three Shifts, the Chief may immediately and temporarily change the shift schedule to respond to said emergency until such time as the emergency ceases to exist. **Notice of either intent to change the shifts in non-emergency situations or notice of emergency changes to the shifts shall be posted on the Department’s bulletin board and shall be emailed to all officers and the Union executive board.**

7 PRIVATE PAID DETAIL – ARTICLE 9

The parties agree to the following amendments to Article 9. All other language in Article 9 shall remain.

The following provisions shall govern the assignment of private paid details to Police Officers where the detail is to be paid for by an outside individual, group, corporation or organization.

- (a) All private details will be assigned by the Chief or his/her designee, on a voluntary basis, distributed as evenly as possible among officers on a rotating basis.
- (b) No such assignment shall be made until the person or organization requesting the same has agreed to pay the following rates:

1. The rate shall be ~~fifty-two dollars (\$62.00)~~ **sixty-eight dollars (\$68.00)** per hour, with an ~~four (4)~~ **eight (8)** hour minimum. The rate shall commence upon ratification by the Union and approval by the City Council and there shall be no retroactive payments. There shall be a 10% differential paid on details worked on nights and a 10% differential paid on details worked on weekends. City Details and details for non-profit charities shall be straight fifty-five dollars (\$55.00) per hour.

2. ~~Any work in excess of four (4) hour minimum shall be for another period of four (4) hours unless the officer was hired for a specific number of hours.~~ Any hours worked in excess of eight (8) shall be compensated at the rate of 1.5 times the detail rate.

8 OVERTIME - ARTICLE 19

The parties agree to amend Article 19 by adding the following sentence at the end of the first paragraph:

Once a member has been relieved from duty after being assigned to perform overtime, said member is authorized to accept Private Paid Details from the time they are relieved of duty, and shall be permitted to receive contractual minimum hours of pay as required by Articles 19.

9 LONGEVITY – ARTICLE 22

The parties agree to amend Article 22 by replacing the scale with the following

After 5th year - \$1400

After 10th year - \$1450

After 15th year - \$1500

After 20th year - \$1550

After 25th year - \$2000

30 years – 3% of base wage

10. COURT TIME – ARTICLE 23

The parties agree to amend Article 23 by adding the following sentence at the end of the first paragraph:

Once a member has been relieved from duty after appearing for Court Time, said member is authorized to accept Private Paid Details from the time they are relieved

of duty, and shall be permitted to receive contractual minimum hours of pay as required by Articles 23.

11 MISCELLANEOUS (SPECIALTY STIPEND) – ARTICLE 27

The parties agree to amend Article 27 as follows:

Detective On-Call List:

All members assigned to the Detectives On-call Coverage List, or any new member assigned to the Detectives On-call Coverage List by the Chief of Police, will be provided with four (4) hours of time due for every day assigned "on-call".

The weekly stipend for members assigned to Detectives On-Call shall be expanded to all specialties and those members assigned to Northeastern Massachusetts Law Enforcement Council (NEMLEC) and the amount shall be increased to ~~forty dollars (\$40.00)~~ sixty dollars (\$60) per week, effective upon funding by the City Council (there shall be no retroactive payments). This weekly stipend shall not included in the base pay or any other monetary items. ~~A weekly stipend for all other Specialty Positions shall be paid in the amount of twenty five (\$25.00).~~

12 TUITION REIMBURSEMENT - ARTICLE 28

The parties agree to increase per course reimbursement to \$1000 and increase per year cap as follows:

FY25 - \$2500

FY26 - \$2750

FY27 - \$3000

13 EDUCATION – ARTICLE 29

The parties agree to amend Article 29 as follows:

Effective until June 30, 2010, the City agrees to continue to make payments to Police Officers under the provisions of General Laws Chapter 41, Section 108L.

A. It is the intent of both parties that the City's obligation to make educational incentive payments under the so-called Quinn Bill be phased out, and, accordingly, only those bargaining unit members who are on the active payroll of the Haverhill Police Department on May 19, 2010, and active members this bargaining unit on May 19, 2010, shall be entitled to payments. Members are entitled to payments only at the educational level they are receiving on May 19, 2010, unless they are on said

date in a degree program in which event they may go to said higher level upon receipt of said degree.

B. During the phase out period of the Quinn Bill payments, the City shall pay to bargaining unit members eligible as set forth above, educational incentive payments according to the following schedule:

- 10% for an associate's degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement from an accredited institution.
- 20% for a Baccalaureate degree in law enforcement from an accredited institution.
- 25% for a master's degree in law enforcement or for a degree in law from an accredited institution.

C. The payments as described in paragraph B above shall be made by the City regardless of whether the State reimburses the City for all or any portion of the payments and regardless of any legislative changes to G.L. c. 41, §108L, including, but not limited to, potential legislative changes that authorize the City to modify such payments. No eligible member shall receive any educational incentive payment greater than that specified in this Article.

D. The payments as described in paragraph B above shall be made in weekly installments commencing 7/1/2010. The weekly installment payments will not affect overtime, longevity, holiday pay, or other contractual payments tied to weekly base pay.

E. — ~~In the event that a member of the bargaining unit who is not eligible for payment of education incentive benefits pursuant to paragraphs A and B above, obtains such benefits notwithstanding the Contract language of paragraphs A and B above, through any forum, and thus avoids the intended Quinn Bill phase out, then such person(s) shall not be paid in accordance with Wage Scale A but shall be paid in accordance with Wage Scales B-D. Wage Scale A applies to persons receiving payment in accordance with the intended Quinn Bill phase out set forth in paragraphs A and B above; Wage Scale B shall apply to persons who obtain benefits as a result of an associate's degree and is 10% below Wage Scale A; Wage Scale C shall apply to persons who obtain benefits as a result of a bachelor's degree and is 15% below Wage Scale A; Wage Scale D shall apply to persons who obtain benefits of a master's degree or equivalent and is 20% below Wage Scale A.~~

Effective July 1, 2022, those officers not eligible for the above so-called Quinn benefits shall be eligible to receive educational incentive benefits as follows: \$2,500 for an associate's degree; \$5,000 for a bachelor's degree; \$7,000 for a master's degree, for all Quinn-qualifying criminal justice degrees or a law degree from an accredited institution. Payments as described herein shall be calculated in the same manner as Quinn-level payments under Article 29(d), 2nd sentence.

(MOU 5/24/2022)

Effective July 1, 2024, the above rates shall increase an additional \$1,000 to: \$3,500 for an associate's degree; \$6,000 for a bachelor's degree; and \$8,000 for a master's degree. (MOU 5/24/2022)

~~The Union will not support or finance or encourage any litigation to avoid or undermine the Quinn Bill phase-out.~~

E. In the event that a member of the bargaining unit who is not eligible for payment of education incentive benefits pursuant to paragraphs A and B above (i.e. the Quinn Bill), effective July 1, 2025 in accordance with this section E., the City agrees to provide educational incentive over and above this is required by the current CBA to officers who are not eligible for educational incentive pursuant to the Quinn Bill, who are actively employed by the City, who are listed on the attached appendix and who have successfully attained a degree in Criminal Justice or its equivalent from an accredited college or university* in those fields specified in the CBA as follows:

- a. Associate's Degree 10%
- b. Bachelor's Degree 20%
- c. Master's Degree 25%

*The Police Chief shall determine if the program satisfies this provision (both the university or college from which the degree is attained and the equivalency to Criminal Justice, which positive determination shall not be unreasonably withheld.

As agreed, between the parties, effective 7/1/25, employees who have achieved their Associate's Degree will be paid 75% of the 10% rate for an Associate's Degree; employees who have achieved their Bachelor's Degree will be paid 75% of the 20% rate for a Bachelor's Degree; employees who have achieved their Master's Degree will be paid 75% of the 25% rate for an Master's Degree.

Effective 7/1/26 employees shall be eligible for the full % rate according to their degree.

Additionally, for those officers who have less than a full associate's or bachelor's degree the City will provide ½ the amount as follows on receipt of credits towards a qualifying degree:

- a. 30 credits toward associate's degree (½ of the associate's degree %); each year
- b. 90 credits toward bachelor's degree (associate's degree % plus ½ of the bachelor's degree %); each year

14 CIVILIAN POSITIONS – ARTICLE 34

The parties agree to amend Article 34 by adding the following new paragraph E.

E. Pursuant to Paragraph A of this Section, the Association and the City agree to allow the Chief, upon the current Bargaining Unit members' retirement or removal from the assignment, to replace the following positions with civilian personnel:

1. Firearms Licensing
2. Evidence/Property Custodian
3. Background checks for prospective police officer applicants

Such appointments shall only be implemented upon the retirement, voluntary relinquishment of assignment or removal for cause, of the Bargaining Unit member(s) currently assigned to the above-listed positions, provided that the City maintains a minimum of 84 funded positions within the bargaining unit.

15 **LANGUAGE INTERPRETER STIPEND - ARTICLE 38**

The parties agree to amend Article 38 as follows:

~~Effective January 1, 2023, employees~~ **Employees** who demonstrate fluency in a language, other than English, spoken by more than 5% of the City's population or approved by the Chief and Human Resources as a language that will benefit the department, shall receive a yearly bonus ~~of five hundred dollars (\$500)~~ **as set forth in the schedule below**. Officers interested in qualifying for this stipend who speak a language not previously identified as a qualifying language may petition the Chief to request that the additional language be added to the list. The determination of the language meeting the 5% level or being a benefit to the department shall be made by the City upon a review of relevant, objective data, including review of officers used to interpret as reflected by Department entry code assignment 101 T. Fluency in American Sign Language qualifies for this stipend, regardless of the percentage of the City population that uses ASL. Fluency shall be assessed each year in an interview with a competent speaker chosen by the City. The interviewer must determine that the employee is fluent in order for him/her to qualify for the bonus. Any employee receiving this stipend must respond to situations requiring their fluency skills as ordered, while on duty.

~~Effective July 1, 2023, this annual stipend shall be increased to \$575 for those who qualify.~~

~~Effective July 1, 2024, this annual stipend shall be increased to \$650 for those who qualify. (MOU 5/24/2022)~~

FY26 – 50 or more calls* \$1000; less than 50 existing rates + \$50

FY27 – 50 or more calls* \$1100; less than 50 existing rates + \$50

FY28 – 50 or more calls* \$1200; less than 50 existing rates + \$50

Language interpreter compensation section only effective for the duration of this successor contract.

16 ACCREDITATION STIPEND - ARTICLE 39

Amend Article XXIII, section 3. by adding the following:

Section 3. Accreditation stipend

As agreed, between the parties, the \$1,000 accreditation stipend paid to employees will be reduced during FY26 and be replaced with 33% of the \$1,000 stipend (\$333.33). In FY27, the accreditation stipend will increase to 66% of the \$1,000 stipend (\$666.66). In FY28, officers shall receive a stipend of \$1,000 for the accreditation. All other language shall remain.

17. HOUSEKEEPING

The parties agree to the following housekeeping items:

- a. Integrate the collective bargaining agreement with this and all prior memoranda of agreement as soon as possible.*
- b. Remove the existing grades pertaining to educational incentives and challenges thereto.*
- c. Correct any and all non-substantive changes, including grammar, punctuation, spelling.*

REDLINED VACATION POLICY

Preapproved Vacation Requests

A vacation request shall consist of a minimum of four consecutive work days (shifts) off, which can include the two work days preceding, and the two work days following the member's regularly scheduled days off.

Example: Requesting Tuesday and Wednesday off, regular days off being Thursday and Friday, and requesting Saturday and Sunday off, equaling a total of four consecutive work days

Members must make the request with **four (4) weeks'** advance notice via the current time management program and also email the Division Commander, or his/her designee, of the entered request; **vacation requests may not be submitted more than one (1) year in advance. Vacation shall be approved in accordance with the following seniority schedule:**

0-5 years two (2) preapproved vacation requests per fiscal year

5-10 years three (3) preapproved vacation requests per fiscal year

10-21 years four (4) preapproved vacation requests per fiscal year

21+ four (4) preapproved vacation requests per fiscal year, plus additional ten hours per year for next four years. For the additional hours, the four workday minimum language shall not apply.

Members may continue to submit preapproved vacation requests even after use of the seniority based pre-approved vacation policy allotment above, and they may still receive pre-approval of a vacation. The above seniority schedule reflects the maximum number of guaranteed requests. However, once a member has utilized their fiscal year preapproved vacation allotment, the Chief may refuse a request for preapproval or rescind such approval in the event of a hold or forced overtime shift. The members are permitted to do a straight time swap where swap days are identified within 60 days of the swap. Swap days must be identified in advance. Any swap that is outside of the 60 day window as approved by the Chief at his discretion. For those days swapped, the differential or holiday shall be paid to the officer working.

Division Commander, or his/her designee, will respond to the email acknowledging receipt of vacation request; a granted request for time off will be done in the current time management system, which provides an automatic written notification to the member. Requests for preapproved vacations will be granted on a first come, first serve basis, and by seniority when applicable. Preapproved vacations requests shall not be limited to those traveling, and otherwise will not require proof of travel plans or purchases. Members assigned to Administrative, Specialty, or Detectives positions

will submit their request in a similar fashion to their perspective supervisor or designee.

“Black Out” dates, as described previously by the Chief of Police, are holidays or specific dates within the calendar year where additional staffing is required to fill a special event or other function. Black Out dates considered dates where time off requests for preapproved vacation will not be considered in advance until the required number of employees has been filled for such duties or events. Time off for as the staffing needs of the department have been met. Black Out dates are as follows: July Annual City Fireworks event, July 4th, Thanksgiving Eve, Thanksgiving Day, November Annual Santa Parade, Christmas Eve, Christmas Day, New year’s Eve, New year’s Day.

In drafting the MOA and/or Integrated CBA, the parties agree to include language that clarifies that members may continue to submit preapproved vacation requests even after use of the seniority based pre-approved vacation policy allotment, and they may still receive pre-approval of a vacation. The above change reflects the maximum number of guaranteed requests.

Haverhill Police Department

Body Worn Camera Policy

Massachusetts police accreditation standards referenced: 1.1.2; 41.3.8; 42.2.1; 42.2.2; 52.1.1 Link to Police Reform Law Requirements		GENERAL ORDER ----- POLICY NUMBER: 012
<u>Effective Date:</u> 11/15/2025 <u>Revised Date:</u> Total Pages: 13	<i>ISSUING AUTHORITY</i> <hr style="width: 50%; margin: 5px auto;"/>	

I. GENERAL CONSIDERATIONS:

The purpose of this policy is to establish guidelines for the proper use, management, storage, and retrieval of video and audio data recorded by Body Worn Cameras (BWCs). BWCs are effective law enforcement tools that reinforce the public's perception of police professionalism and preserve factual representations of officer-civilian interactions. BWCs may be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of incidental evidence or contraband. The equipment will enhance the Haverhill Police Department's ability to document and review statements and events during the course of an incident, preserve video and audio information and evidence for investigative and prosecutorial purposes. BWC recordings, however, provide limited perspective of encounters and incidents and must be considered with all other available evidence, such as witness statements, officer interviews, forensic analysis and documentary evidence. Additionally, studies have shown that BWCs are a contributing factor in reducing complaints against police officers, increasing police accountability, and enhancing public trust.

It is the policy of the Haverhill Police Department to respect the legitimate privacy interests of all persons in Haverhill, while ensuring professionalism in its workforce. Officers shall only use BWCs within the context of existing and applicable federal, state, and local laws, regulations, and department rules and policies. The Haverhill Police Department prohibits recording civilians based solely upon the civilian's political or religious beliefs or upon the exercise of the civilian's constitutional rights, including but not limited to freedom of speech, religious expression, and lawful petition and assembly. BWC footage shall not be reviewed to identify the presence of individual participants at such events who are not engaged in unlawful conduct. BWCs will not include

technological enhancements including, but not limited to, facial recognition or night-vision capabilities. **41.3.8 (4g)**

When performing any patrol function, as determined by the Police Commissioner, officers must wear and activate BWCs according to the Haverhill Police Department policy.

Officers shall not be disciplined for violations of this policy during the first 180 days of the implementation of the BWC program. This 180 day period shall begin on the first day that BWC's are being utilized by officers in the field. **41.3.8 (2); 41.3.8 (4a)**

II. PROCEDURES:

Sec. 2.1 Training: Prior to being issued a BWC, officers shall successfully complete Haverhill Police Department approved training related to this policy as well as the activation, use, categorization, and uploading of data. All department personnel who may supervise officers wearing BWCs or will require access to review videos shall also attend Haverhill Police Department approved training. **41.3.8 (4j)**

Sec. 2.2 Camera Activation and Incidents of Use: Officers will activate the BWC only in conjunction with official law enforcement duties, where such use is appropriate to the proper performance of duties, and where the recordings are consistent with this policy and the law. As in all law enforcement and investigative activities, the safety of officers and members of the public are the highest priority. If an immediate threat to the officer's life or safety makes BWC activation dangerous, then the officer shall activate the BWC at the first reasonable opportunity to do so. **Once activated, the officer shall not deactivate the BWC until the encounter has fully concluded and/or the officer leaves the scene** (see Section 2.8, BWC Deactivation). Officers shall record all contact with civilians in the following occurrences unless the decision to stop recording is made pursuant to Section 2.6 and 2.7: **41.3.8 (4c)**

1. Vehicle Stops;
2. Investigative person stops: consensual, or FIO's, or articulable reasonable suspicion stops, or stops supported by probable cause;
3. All dispatched calls for service involving contact with civilians;
4. Initial responses by patrol officers, including on-site detentions, investigations pursuant to an arrest, arrests, and initial suspect interviews on-scene;
5. Prisoner transports;
6. Pat frisks and searches of persons incident to arrest (if not already activated);
7. Incidents of Emergency Driving;
8. Incidents of Pursuit Driving;
9. When an officer reasonably believes a crowd control incident may result in unlawful activity;
10. Any contact that becomes adversarial, including a Use of Force incident, when the officer has not already activated the BWC; or
11. Any other civilian contact or official duty that the officer reasonably believes should be recorded to enhance policing transparency, increase public trust and police-community relations, or preserve factual

representations of officer-civilian interactions, provided that recording is consistent with Sections 2.3, 2.4, 2.5, 2.6, 2.7, 4.1 and 4.2 of this policy.

If an officer fails to activate the BWC, fails to record the entire contact, or interrupts the recording, the officer shall notify his/her Duty Supervisor and shall document in the incident report that a recording failure occurred. If an officer fails to activate the BWC, fails to record the entire contact, or interrupts the recording, and does not create an incident report, the officer shall notify his/her Duty Supervisor and shall submit a BWC Special Notification Form via the department intranet to document that a recording failure occurred by the end of the shift or as soon as practical. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor.

Sec. 2.3 Recording within a Residence: Upon entering a private residence without a warrant or in non-exigent circumstances, the officer shall notify occupants they are being recorded. When determining whether or not to record, the officer shall be guided by the safety of all person(s) present, and weigh the discretionary factors referenced in Section 2.4 with the fact that a home is a uniquely private location. If the officer turns off the recording per occupant request, that officer should notify operations by radio that the incident is no longer being recorded by request, if possible. Officers recording in a residence shall be mindful not to record beyond what is necessary to the civilian contact, and shall not use the BWC with exploratory intent to create an inventory of items in the residence

If an officer uses his/her discretion to turn off the BWC, the officer shall document this action in the incident report. If the officer does not create an incident report, the officer shall notify his/her Duty Supervisor and shall submit a BWC Special Notification Form via the department intranet to document that he/she decided to stop recording by the end of the shift or as soon as practical. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor.

Sec. 2.4 Recording in Areas Where There May be a Reasonable Expectation of Privacy: Officers should be mindful of locations where recording may be considered insensitive or inappropriate. Such locations may include locker rooms, places of worship, religious ceremonies, certain locations in hospitals or clinics, law offices, and day care facilities. At such locations, at the officer's discretion and based on the circumstances, the officer may turn off the BWC. The officer may also consider diverting the BWC away from any subjects and recording only audio, if appropriate. When exercising discretion in such situations, the officer should generally base his/her decision to stop recording, divert the BWC, or record only audio on the following BWC Discretionary Recording Considerations.

The officer must be able to articulate the reason for his/her decision to exercise discretion. BWC Discretionary Recording Considerations include, but are not limited to: the sensitive or private nature of the activities or circumstances observed; the presence of individuals who are not the subject of the officer-civilian interaction; the presence of people who appear to be minors; any request by a civilian to stop recording; and the extent to which absence of BWC recording will affect the investigation.

If an officer uses his/her discretion to turn off the BWC, the officer shall document this action in the incident report. If the officer does not create an incident report, the officer

shall notify his/her Duty Supervisor and shall submit a BWC Special Notification Form via the department intranet to document that he/she decided to stop recording by the end of the shift or as soon as practical. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor.

Sec. 2.5 Notice of Recording: The officer shall make a reasonable effort to inform civilians, as close to the start of the encounter as is reasonably possible, that the officer is recording them unless an immediate threat to the officer's life or safety or the life or safety of any other person makes BWC notification dangerous. Officers shall notify civilians with language such as "I am advising you that I am recording our interaction with my Body Worn Camera." Officers shall not record civilians surreptitiously. The officer shall notify other department members and/or criminal justice personnel (prosecutors, judges, other law enforcement personnel) when a BWC is recording.

Sec. 2.6 Consent to Record: Officers do not have to obtain consent to record. If a civilian requests the officer stop recording, the officer(s) has no obligation to stop recording if the officer is recording an occurrence identified in Section 2.2. When evaluating whether to stop recording, officers should weigh the BWC Discretionary Recording Considerations identified in Section 2.4. Officers should record the request to turn the BWC off and the officer's response to that request, if possible.

If an officer deactivates a BWC in response to a civilian request, the officer shall also indicate the request in an incident report. If an officer deactivates a BWC in response to a civilian request and does not create an incident report, the officer shall notify his/her Duty Supervisor and shall submit a BWC Special Notification Form via the department intranet indicating that a civilian requested the officer turn the BWC off by the end of the shift or as soon as practical. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor. **41.3.8 (4c)**

Sec. 2.7 Recording of Victims / Witnesses: If an officer's BWC would capture a visual or audio recording of a victim or witness who is giving his/her first account of a crime, the officer may record the encounter but should weigh the BWC Discretionary Recording Considerations specified in Section 2.4 in determining whether to activate or discontinue audio and/or video recording. If the officer decides to activate and/or continue audio and/or video recording, the officer shall make the notification specified in Section 2.5. If the victim is in any way unsure of the need for the recording or is uncomfortable with the thought of being recorded, the officer shall inform the civilian that the civilian may request to have the BWC turned off. If the camera is already activated, the officer should record the request to turn the BWC off and the officer's response, if possible. If the recording is stopped, the officer shall notify his/her Duty Supervisor that a recording was stopped pursuant to a civilian request and the officer shall submit a BWC Special Notification Form via the department intranet by the end of the shift or as soon as practical. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor.

Sec. 2.8 BWC Deactivation: To the extent possible, prior to deactivating a BWC, the officer shall state the reason for doing so. Generally, once the officer activates the BWC, the officer will continue recording until the event has concluded. Below are some non-exhaustive examples of when deactivation may be permissible: **41.3.8 (4c)**

1. The officer has concluded the interaction;

2. All persons stopped have been released or left the scene or an arrestee has arrived inside the station at the booking desk or secure court or corrections/jail facility.
3. The event is sensitive, the officer has weighed the BWC Discretionary Recording Considerations specified in Section 2.4, and has decided to deactivate the BWC;
4. The incident has concluded prior to the arrival of the officer;
5. A supervisor orders the officer to stop recording.

Sec 2.8.1 Audio Muting: Officers may activate the audio muting feature of the BWC during a recording event while consulting with other law enforcement members or supervisors, as such discussions:

- May be for training purposes; or
- Could undermine, reveal or disrupt Haverhill Police Department strategy or plans, ongoing investigations; or
- Could jeopardize the secrecy, safety or security of victims, witnesses, confidential informants, undercover members, sworn members, or members of the public; or
- For another legitimate law enforcement related reason

To the extent possible, the officer should state the reason for muting the audio prior to activating that feature of the BWC. Upon completion of the discussion, the audio muting feature shall be turned off, allowing the BWC to continue with both video and audio recording.

If an officer activates the audio muting feature of the BWC, that officer shall notify his/her Duty Supervisor and shall complete a BWC Special Notification Form via the department intranet to indicate that he/she activated the audio muting feature by the end of the shift or as soon as practical.

Sec. 2.8.2 Suspicious Device Protocol: First initial responding officers and/or first officers on the scene of a suspicious object shall power off their BWC when in the immediate proximity of the suspicious object. All other responding officers shall ensure they are at least 300 feet from the object prior to activating their BWC's. When dispatching any calls for suspicious objects, operations should remind first responding officers to power off their BWC's prior to approaching the scene.

Sec. 2.9 Special Operations/Tactical/Traffic Unit Activation Factors

1. Special Operations Unit (SOU) Callouts: Briefings, tactical discussions or communications regarding officer placement or safety are not to be recorded. SOU officers will activate their BWC's on approach to any entry point or at the direction of SOU supervisors.
2. Supervisor and SOU Patrol Cars: Officers should avoid capturing lock codes to the extent feasible when accessing gun safes.
3. Traffic Units/Motorcycles: Traffic and motorcycle units shall wear BWC's and record consistent with this policy. Traffic and motorcycle units are not required to activate BWC's during escorts, unless an interaction with the public warrants it.

4. Sensitive Nature/Redaction: Concerns regarding tactics and internal communications shall be redacted for public dissemination when legally permissible.

Sec. 2.10 Pre-Event Buffer: The pre-event buffer on each BWC will be set to 30 seconds and will consist only of video recording. No audio will be recorded during the 30 second pre-event buffer.

III. CAMERA DEPLOYMENT:

Sec. 3.1 Officer Responsibility: BWC equipment is the responsibility of every officer issued the equipment. Officers must use the equipment with reasonable care to ensure proper functioning. Officers shall inform their Duty Supervisor as soon as possible of equipment malfunctions or loss of a BWC so that the Duty Supervisor can procure a replacement unit. **41.3.8 (4i)**

Police officers shall use only BWCs issued by this Department. The BWC equipment and all data, images, video recordings, audio recordings, and metadata captured, recorded, or otherwise produced by the equipment is the sole property of the Haverhill Police Department and shall not be released without the authorization of the Commissioner or his/her designee. **41.3.8 (4i); 41.3.8 (4i)**

1. At the beginning of each shift, the officer will: **41.3.8 (4i)**
 - a. Ensure that the issued equipment has a fully charged battery and is functioning properly; and
 - b. Ensure that the BWC does not contain data from a prior shift; and
 - c. Power on his/her BWC and leave it powered on for the duration of the shift; and
 - d. Notify a Duty Supervisor whenever there is a malfunction or damage to the BWC
2. During each shift, the officer shall:
 - a. Affix his/her BWC properly upon his/her uniform in a manner consistent with training; and
 - b. Position and adjust the BWC to record events; and
 - c. Position and adjust the BWC microphone to ensure that it is unobstructed; and **41.3.8 (4i)**
 - d. Maintain sufficient battery power during his/her shift by charging the BWC via the cruiser's USB port or mobile data terminal **41.3.8 (4i)**
 - e. Activate the BWC and record as outlined in Section II above; and
 - f. Document the existence of a BWC recording in all of the appropriate documents, i.e., Incident Report, Crash Report, Citation, FIO, Administrative Reports; and
 - g. Notify investigative or specialized unit personnel of the existence of BWC recording; and
 - h. Document in the incident report the circumstances and reasons if he/she fails to activate the BWC, fails to record the entire contact, interrupts the recording, or the BWC malfunctions. If the officer does not create an incident report, the officer shall notify his/her Duty

Supervisor and shall submit a BWC Special Notification Form via the department intranet by the end of shift or as soon as practical to document the circumstances and reasons. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor.

3. Prior to end of shift: docking/uploading requirements:
 - a. At the end of the shift, each officer shall place his/her BWC in his/her assigned docking station. The docking station will charge the BWCs battery, conduct firmware updates, and transfer video data to the storage system. **41.3.8 (4i)**
 - b. If an officer becomes aware that this process is not occurring or becomes aware of any other malfunction of the system, the officer shall notify his/her Duty Supervisor immediately. **41.3.8 (4i)**
 - c. A supervisor may order, due to investigative needs, an officer to upload their videos via evidence.com at any time.

Sec. 3.2 Labeling and Categorization of BWC Recordings: Proper categorization of recorded data is critical. The retention time for recorded data typically depends on the category of the event captured in the video. Accurate categorization and accurate descriptions also help officers, supervisors, prosecutors, and other authorized personnel to readily identify and access the data they need for investigations or court proceedings.

Section 3.2.1 Categorization: At the conclusion of the call or prior to the end of their shift, officers shall tag data with the appropriate BWC Mobile Device Application categories in accordance with the nature of police activity. Categorization options are in order of seriousness and should be labeled to reflect the most serious nature of police activity. These categories include but are not limited to:

1. Death Investigation
2. Use of Deadly Force or Less than Lethal Force
3. Crash Investigation - Fatal
4. Sexual Assault Investigation
5. Use of Force
6. Arrest
7. Felony - No Arrest
8. Misdemeanor - No Arrest
9. Crash Investigation – Non-Fatal
10. Investigate Person
11. Investigate Premise
12. Public Assist
13. Significant Event - Public Safety
14. Traffic Stop
15. Encounter/FIO
16. Medical Aid/Mental Health
17. No Contact/Other
18. Prisoner Transport

19. Test/Training

20. Accidental Recording

The Department may develop other categories, as needed.

Encounters or incidents should be labeled by the officer to reflect the most serious category. If an officer is assisting other officers on a call, the assisting officer shall use the category of the original incident.

Sec. 3.2.2 Body Worn Camera Mobile Device Application: When installed, the BWC Mobile Device Application's location services will be set to off and should be maintained in the off status with any use of the application. Employees shall follow the training and procedures provided by the department and the BWC vendor.

Section 3.2.3 Title Description: In most instances, the Computer Aided Dispatch (CAD) system will auto-populate the BWC Mobile Device Application title of each data file with the incident location. Officers may also include in the title description specifics of the incidents not easily categorized above for ease of retrieval. Officers are responsible for ensuring the accuracy of the title description of each of their BWC recordings prior to the end of their shift.

Sec. 3.2.4 ID Description: In most instances the Computer Aided Dispatch (CAD) system will auto-populate the BWC Mobile Device Application "ID" field of each data file with the CAD number assigned to the incident. Officers are responsible for ensuring the accuracy of the ID description of each of their BWC recordings prior to the end of their shift.

Sec. 3.3 Request to Redact: Officers wearing BWCs should be aware that their BWCs may unintentionally capture private/security information such as door codes, phone codes, and computer codes. If the officer knows that his/her BWC captured sensitive information or material, the officer shall inform his/her Duty Supervisor and request redaction of the video prior to distribution to any outside parties. The officer shall submit a BWC Special Notification Form via the department intranet, documenting the nature of the information captured and the request for redaction. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor. The supervisor of the VEU will authorize redaction when he/she determines it is necessary.

IV. RECORDING RESTRICTIONS:

Sec. 4.1 Improper Recording: Officers shall not use BWCs to record in violation of this Policy or any rule or procedure of the Haverhill Police Department, including: **41.3.8 (4b)**

1. During breaks, lunch periods, or time periods when an officer is not responding to a call, or when not in service;
2. Any personal conversation of or between other department employees without the recorded employee's knowledge;
3. Non-work-related personal activity, especially in places where a reasonable expectation of privacy exists, such as locker rooms, dressing rooms, or restrooms;
4. Investigative briefings;
5. Strip Searches;

6. Encounters with undercover officers or confidential informants; or
7. Departmental meetings, workgroups, in-service training, or assignments of an operational or administrative nature.

Using BWCs for training purposes is not a violation of this restriction.

If an officer inadvertently records as listed above, the officer shall follow the request to redact/delete procedures described in Section 3.3.

Sec. 4.2 Improper Use of BWC Footage: 41.3.8 (4b)

1. Officers shall use BWC data, images, video recordings, audio recordings, or metadata only for legitimate law enforcement reasons. They shall not use data, images, video recordings, audio recordings, or metadata for personal reasons, or non-law enforcement reasons.
2. Department personnel shall not use BWC data, images, video recordings, audio recordings, or metadata to ridicule or embarrass any employee or person depicted on the recording.
3. Department personnel shall not disseminate BWC data, images, video recordings, audio recordings, or metadata unless the Police Commissioner or his/her designee approve the dissemination and the Department personnel disseminates the BWC data, images, video recordings, audio recordings, or metadata in the course of his/her official duties.
4. Department personnel shall not copy or otherwise reproduce any BWC recording/footage (including using an iPhone, iPad, or other electronic or other device).
5. Department personnel shall not upload or share any BWC recording/footage to any public or social media websites without approval of the police commissioner or his/her designee.
6. Department personnel shall not allow civilians to review any BWC recording/footage.
7. Department supervisory personnel who are authorized to access and view BWC recording/footage will only do so in situations that are specifically authorized and defined by department policy. The viewing of BWC recording/video shall not be done arbitrarily, on the basis of random choice, curiosity, or personal inclination.

V. SUPERVISOR RESPONSIBILITIES:

Sec. 5.1 Duty Supervisors: All Duty Supervisors and OIC's assigned to oversee officers utilizing Department-issued BWCs shall:

1. Ensure officers are utilizing their BWC consistent with this directive.
2. Ensure BWCs and related equipment are kept in a secure location within the department. **41.3.8 (4i)**
3. Notify the Video Evidence Unit if an officer utilizes a BWC that is not assigned to him or her, so the Unit may reassign the recordings of audio and video to the officer who created the recordings.

4. Contact the Video Evidence Unit whenever any officer is unable to use the BWC or upload digitally recorded data due to technical problems.
5. Request replacement BWC equipment from the Video Evidence Unit when an officer indicates the equipment is lost or malfunctioning via the Special Notification Form. Once procured by Video Evidence Unit ensure new equipment is received by requesting officer. **41.3.8 (4i)**
6. Ensure that officers include all required references to BWCs in appropriate department documentation, such as incident reports or Special Notification Form.

Duty Supervisors may review BWC data, images, video recordings, audio recordings, or metadata, consistent with this Policy, to approve any reports.

Sec. 5.2 Video Evidence Unit:

The VEU supervisor will review BWC activity logs and reports utilizing Axon Performance software to ensure officers remain in compliance with Department BWC policy and training. **41.3.8 (4m)**

VI. INTERNAL ACCESS/REVIEW:

Sec. 6.1 Officer Access to Their Own Footage (Not Related to Officer Involved Death, Officer Involved Shooting, or Other Use of Deadly Force): : 1.1.2

Officers may review their own BWC recording when they are:

1. Involved in an incident, for the purposes of completing an investigation and preparing official reports. To help ensure accuracy and consistency, officers should review the BWC recording prior to preparing reports;
2. Preparing for court. Officers should advise the prosecuting attorney that they reviewed the BWC recording; and
3. Providing a statement pursuant to an internal investigation or other critical incidents.

If an officer requests access to footage be made available for a time frame longer than the retention schedule allows, a request to extend retention schedule via the BWC Special Notification Form must be sent to the Video Evidence Unit. The footage will be available according to the Retention Schedule in Section 9.2.

If an officer needs a physical copy of their footage, that officer shall submit a BWC Special Notification Form via the department intranet. The submission of the BWC Special Notification Form will result in email notifications to the Keeper of Records and VEU. Physical copies of the video shall be subject to M.G.L. Ch. 66, Sec. 10 and in accordance with all applicable state laws and regulations.

Sec. 6.2 Officer Access to Footage Following an Officer Involved Death, Officer Involved Shooting, or Other Use of Deadly Force: 1.1.2

Following an officer involved death, officer involved shooting or other use of deadly force, officers and supervisors at the scene shall not view any video before the CID Commander and the Patrol Commander views the footage and uploads it into the system. The on-scene incident commander shall be permitted to view BWC video and relay necessary information if exigent circumstances exist and it is necessary to view the video to (1) identify suspect information or (2) gather pertinent information that is necessary to

protect life or safety prior to the arrival of the CID Commander and the Patrol Commander.

At a time determined by the supervisor in charge of the investigation, officers who: (1) were involved in the incident, (2) discharged their weapon, and/or (3) witnessed the incident may view their own video before giving a statement. At the officer's request, the officer's attorney may be present when the officer views the video.

BWC video footage is a tool that may aid officers in providing an accurate and complete account of the incident. BWC footage should not replace an officer's memories of the incident and the officer should base his/her statement on his/her memories, not solely on the video.

Sec 6.3 Collecting and Securing BWC Footage Following an Officer Involved Death, Officer Involved Shooting, or Other Use of Deadly Force: 1.1.2

The CID Commander shall respond immediately to a death investigation or reported use of deadly force.

The Patrol Supervisor, as soon as circumstances allow, shall collect all BWC equipment assigned to the officers who: (1) were involved in the incident, (2) discharged their weapon, and/or (3) witnessed during the time of the officer involved death, officer involved shooting or other use of deadly force, and store the equipment in a secure compartment of his/her vehicle until CID personnel arrives on scene. Once on scene, CID personnel shall secure any remaining BWC equipment from involved officers and witness officers, as well as equipment already secured by the Patrol Supervisors, at the earliest opportunity. The CID personnel will transport the cameras to the Haverhill Police Department for upload into the system. The BWC equipment will be returned to the officer as soon as possible following the event.

Once uploaded, the Video Evidence Unit shall restrict video access from all users except for the CID investigators assigned to the case. The CID Commander may approve access to other users, as necessary.

Sec. 6.4 Officer Access to Footage: Officers who need to review video or audio footage from another officer shall make a request via the Special Notification Form to the Video Evidence Unit describing why they need to review the footage.

The Supervisor of the Video Evidence Unit shall approve or deny the request. With approval, the Video Evidence Unit will provide access to the video and audio footage to the requesting officer. If providing another officer's video or audio, the Video Evidence Unit shall notify the Patrol Commander and the officer whose BWC footage is requested that the BWC footage is being shared.

Sec. 6.5 Supervisor Access to Footage: Any supervisor within the recording officer's chain of command may review the footage consistent with Section 4.2. A supervisor outside of the chain of command shall only be allowed to review footage with the permission of the Video Evidence Unit Supervisor.

Sec. 6.6 Patrol Commander Access to Footage: The Patrol Commander shall conduct periodic checks to ensure department personnel are using BWCs according to department policy. **41.3.8 (4m)**

Sec. 6.7 Internal Affairs Access to Footage: Supervisors conducting investigations based on civilian complaint or on allegations of criminal behavior or violation of department policy by department personnel may access and view BWC recording/footage related to the investigation. **41.3.8 (4e); 52.1.1**

VII. CID COMMANDER AND DETECTIVE RESPONSIBILITIES:

The CID Commander must ensure that detectives adhere to the duties and responsibilities as follows in this Section:

Detectives will not use the BWC system or evidence.com until they have successfully completed the required training.

The Department will give detectives access to all BWC footage related to their assigned cases and detectives shall review all footage that relates to their assigned case. **42.2.1; 42.2.2**

When assigned a case for investigation, the assigned detectives will: **42.2.1; 42.2.2**

1. Determine the identity of all involved officers.
2. Search evidence.com for any associated BWC media, using applicable search parameters to verify that they have located all relevant files.

BWC footage related to an incident may be updated at a later time or date. Detectives must be aware of and organize all BWC footage related to their cases.

Should a detective consider material too sensitive to be accessible for other members of the Department, the detective shall notify his/her supervisor of the sensitive material. The detective's supervisor shall review the video and, if deemed appropriate, send a request via the BWC Special Notification Form to the Video Evidence Unit to make the data unavailable for a given amount of time.

VIII. EXTERNAL ACCESS:

Sec. 8.1 Prosecutorial / Law Enforcement Access: Federal, state, and local prosecutors shall make requests for BWC footage directly to the Video Evidence Unit. In accordance with current practice, should an officer receive a subpoena for BWC footage, the officer shall direct the subpoena to the Haverhill Police Department Prosecutor. The officer shall indicate that a request for video has been made. The officer shall also direct a copy of the subpoena as soon as practicable to the Video Evidence Unit for response. **41.3.8 (4e)**

Officers are not permitted to provide video to any external partners and shall forward any requests made without a subpoena directly to the Video Evidence Unit.

Upon receipt of the request, the Video Evidence Unit shall determine if the case has been assigned to a detective. If the case has a detective assigned, the Video Evidence Unit shall contact the CID Commander or his/her designee who must authorize the release of the video. Notice to the Video Evidence Unit authorizing the release of the video will be made via the BWC Special Notification Form available via the department intranet. The video evidence unit shall review the BWC footage and provide it directly to the requestor after authorization.

If no detective is assigned to the case, the Video Evidence Unit shall review the BWC footage and provide it directly to the requestor after approval from Video Evidence Unit supervisor.

Sec. 8.2 Public Information Requests: The Video Evidence Unit shall respond to public information requests submitted under M.G.L. Ch. 66, sec. 10 in accordance with all applicable state laws and regulations. The video evidence unit shall complete redactions as necessary. **41.3.8 (4f)**

Sec. 8.3 Other External Information Requests: The Department may receive requests for BWC footage not covered by sections 8.1 and 8.2. For example, civil discovery requests are appropriately submitted to the assigned attorney in the Legal Department. Should an officer receive a civil case subpoena or court order, he or she shall forward the request directly to the Prosecutor of the Haverhill Police Department who shall contact the Legal Department.

If these offices receive other external requests for BWC footage, they shall request necessary and responsive footage from the Video Evidence Unit. Any requests shall be made in writing.

The Video Evidence Unit shall maintain a log of the request, and assist the requesting office to collect and process the requested footage. The Video Evidence Unit shall provide the requested footage to the requesting office, and complete redactions if required by the requesting office. The requesting office will be responsible for the review, approval, and release of footage to the appropriate person(s) as consistent with applicable law and agreements.

Sec. 8.4 Officer Notification: In cases where the officer has not received a subpoena or request for BWC footage directly, the Video Evidence Unit will inform officers when their videos and/or BWC information are released, unless prohibited by legal or investigative restrictions.

Sec. 8.5 Detective Notification: When releasing BWC footage to the public that has been designated as part of an investigation via the BWC Platform, the assigned detective shall be notified, unless prohibited by legal or investigative restrictions.

IX. RETENTION: 41.3.8 (4h)

Sec. 9.1 Camera Storage: BWC recordings and data are kept in a cloud-based storage platform managed by the Video Evidence Unit.

Sec. 9.2 Video Footage Retention: The Department will retain BWC footage based on categorization, but may retain the footage longer on a case-by-case basis as determined by the Police Commissioner or his/her designee. The footage retention schedule for cloud-based footage access is as follows:

a. Schedule I- Indefinite Retention:

- Death Investigation
- Use of Deadly Force or Less than Lethal Force **1.1.2**
- Sexual Assault Investigation
- Crash Investigation - Fatal

b. Schedule II- 7 Year Retention:

- Use of Force
- Arrest
- Felony - No Arrest
- Misdemeanor – No Arrest

c. Schedule III- 3 Year Retention:

- Investigate Person
- Investigate Premise

- Crash Investigation – Non-Fatal
- Public Assist

d. Schedule IV- 180 Day Retention:

- Significant Event - Public Safety
- Traffic Stop
- Encounter/FIO
- Medical Aid/Mental Health
- Prisoner Transport
- No Contact/Other
- Test/Training
- Accidental Recording

Body Worn Camera Special Notification Form

Date: _____

BWC Device: _____

IC#: _____

Time: _____

- Officer failed to activate the BWC
- Officer failed to record the entire contact
- The recording was interrupted
- Discretion used to turn off BWC in a residence
- Discretion used to turn off BWC due to reasonable expectation of privacy
- Officer deactivates BWC in response to civilian request
- Officer request to redact unintentional private/security information
- Officer request to redact sensitive information or material
- BWC is lost
- BWC is malfunctioning
- Request to extend retention schedule for access to footage
- Request for a copy of BWC footage
- Request to review video or audio footage from another officer
- Request by detective to limit access of footage because material is too sensitive
- External request for BWC footage
- Audio was muted

Additional Notes: _____

Submitted by: _____

PSN: _____

Received by: _____

PSN: _____

CITY OF HAVERHILL

HAVERHILL POLICE PATROLMEN'S
ASSOCIATION

BY

BY



Melinda E. Barrett, Mayor



Conor Clark (Dec 5, 2015 09:09:44 EST)
Conor Clark, President



Dan Trocki (Dec 5, 2015 09:19:31 EST)
Daniel Trocki, Vice President

Approved as to legality:

Approved as to legality:

Katherine M. Feodoroff, City Solicitor



Joseph A. Padolsky, Association Counsel

MOA Haverhill Patrol (clean - final)

Final Audit Report

2025-12-05

Created:	2025-12-05
By:	Joseph Padolsky (jpadolsky@lccplaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG55MkJiYAqg_jglgYCNi3Hh3lbvy6TK_

"MOA Haverhill Patrol (clean - final)" History

-  Document created by Joseph Padolsky (jpadolsky@lccplaw.com)
2025-12-05 - 2:08:53 PM GMT
-  Document emailed to Conor Clark (hppapresident1@gmail.com) for signature
2025-12-05 - 2:08:58 PM GMT
-  Document emailed to Dan Trocki (dtrocki@haverhillpolice.com) for signature
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-  Email viewed by Conor Clark (hppapresident1@gmail.com)
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-  Email viewed by Dan Trocki (dtrocki@haverhillpolice.com)
2025-12-05 - 2:09:16 PM GMT
-  Document e-signed by Conor Clark (hppapresident1@gmail.com)
Signature Date: 2025-12-05 - 2:09:44 PM GMT - Time Source: server
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-  Agreement completed.
2025-12-05 - 2:19:01 PM GMT

SALARY SCALE - POLICE PATROLMAN GROUP

FY26		NEW START	YEAR 5	YEAR 10	YEAR 20	YEAR 25
102%	Wkly	\$ 1,256.63	\$ 1,299.53	\$ 1,328.77	\$ 1,358.67	\$ 1,399.43
	Yrly	\$ 65,344.75	\$ 67,575.61	\$ 69,096.27	\$ 70,650.87	\$ 72,770.35
7/1/2025	Hrly	\$ 33.60	\$ 34.75	\$ 35.53	\$ 36.33	\$ 37.42

FY27		NEW START	YEAR 5	YEAR 10	YEAR 20	YEAR 25
102%	Wkly	\$ 1,281.76	\$ 1,325.52	\$ 1,355.35	\$ 1,385.84	\$ 1,427.42
	Yrly	\$ 66,651.64	\$ 68,927.12	\$ 70,478.19	\$ 72,063.89	\$ 74,225.76
7/1/2026	Hrly	\$ 34.27	\$ 35.44	\$ 36.24	\$ 37.05	\$ 38.17

FY28		NEW START	YEAR 5	YEAR 10	YEAR 20	YEAR 25
102%	Wkly	\$ 1,307.40	\$ 1,352.03	\$ 1,382.46	\$ 1,413.56	\$ 1,455.97
	Yrly	\$ 67,984.68	\$ 70,305.67	\$ 71,887.76	\$ 73,505.17	\$ 75,710.27
7/1/2027	Hrly	\$ 34.96	\$ 36.15	\$ 36.96	\$ 37.80	\$ 38.93

16.1

Document # 107-A

Ordinance re: Boards and Commissions- Article XX Agricultural Commission
Related communication from City Solicitor, Lisa Mead

IN CITY COUNCIL: OCTOBER 28, 2025

PLACED ON FILE FOR 10 DAYS

10 YEAS, 0 NAYS, 1 ABSENT,

Attest: Kaitlin M. Wright
Kaitlin M. Wright, CMC
City Clerk

IN CITY COUNCIL: DECEMBER 2, 2025
COUNCIL VOTED TO CONTINUE TO JANUARY 13, 2026

ATTEST: Kaitlin M. Wright
CITY CLERK

Kaitlin Wright

From: Melissa Lewandowski
Sent: Thursday, January 8, 2026 4:30 PM
To: Lori Robertson; Tim Jordan; Kaitlin Wright
Subject: AG comm

Good afternoon

My agenda item regarding AG commission originally continued to 1/13 is not yet ripe for agenda as we are awaiting final draft from Atty. Mead. I have spoken to President Jordan about placing it on the agenda for 1/27. Please move the item to 1/27.

Thank you

Councilor Lewandowski

Get [Outlook for iOS](#)

JAN 9 AM 8:18
HAWCITYCLERK



Mead, Talerman & Costa, LLC
Attorneys at Law

30 Green Street
Newburyport, MA 01950

978.463.7700
www.mtclawyers.com

October 22, 2025

By Electronic Delivery

Thomas J. Sullivan
City Council President
Haverhill City Council
4 Summer Street,
Room 204
Haverhill, MA 01830

Re: Amendment to Ch. 11 of the City Ordinances re: Agriculture Commission

Dear Mr. Sullivan:

Reference is made to the above captioned matter. In that connection, the City has provided us with comments and materials related to codifying the creation and duties of the City's Agriculture Commission. Please find transmitted along with this letter a new Municipal Ordinance document and correcting the Council's Order 123 of 2019, originally creating the Agriculture Commission.

Sincerely,

/s/ Lisa L. Mead

Atty. Lisa Mead, City Solicitor

Enclosure(s)

cc: Melinda E. Barrett, Mayor

New Bedford Office
227 Union Street
New Bedford, MA 02740
Phone 774.206.6857

Millis Office
730 Main Street, Suite 1F
Millis, MA 02054
Phone 508.376.8400

File for 10 days

14.1

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

October 24, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

Re: An Ordinance Relating to Boards and Commissions
Article XX Agricultural Commission

Dear Mr. President and Members of the City Council:

Attached please find An Ordinance Relating to Boards and Commissions – Article XX Agricultural Commission.

I recommend approval

Very truly yours,

Melinda E. Barrett
Mayor



Document
CITY OF HAVERHILL
In Municipal Council

Ordered:

MUNICIPAL ORDINANCE

CHAPTER 11

AN ORDINANCE RELATING TO BOARDS AND COMMISSIONS

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 11 of the Code of the City of Haverhill, as amended, being and is hereby further amended by adding the following:

Article XX Agricultural Commission

§ 11-101 Establishment; purpose

There shall be established in the City of Haverhill, in accordance with G.L. c. 40 sec. 8L, which is hereby accepted to the extent set forth below, an Agricultural Commission, which Commission is hereby established for the following general purposes: to promote and develop the agricultural resources of the municipality.

§ 11-102 Duties

Such Commission shall:

- advocate for farmers, farm businesses and farm interests;
- seek to coordinate agricultural related activities with other governmental bodies or unofficial local groups or organizations that promote agriculture;
- receive grants, gifts, bequests or devises of money or personal property of any nature and interest in real property with permission of the City Council and the Mayor;
- apply for, receive, expend and act on behalf of the municipality in connection with federal and state grants or programs or private grants related to local agriculture, with the approval of the Mayor;
- advertise, prepare, print and distribute books, maps, charts and pamphlets related to local agriculture that the municipal Agricultural Commission deems necessary for its work.

§ 11-103 Membership

The Commission shall consist of five (5) members who shall be residents of the City. A

majority of members shall be farmers or employed in an agriculture-related field. If farmers or persons employed in agriculture are not available to serve on the Commission, then the Commission shall include a majority of members with knowledge and experience in agricultural practices or knowledge of related agricultural business.

Each member of the Commission shall serve for a term of 3 years; provided, however, that the initial members appointed under this section shall serve for terms of 1, 2 or 3 years and the terms shall be arranged by the appointing authority so that the terms of approximately 1/3 of the Commission's members shall expire each year.

The members of the Commission shall be appointed by the Mayor and confirmed by the City Council.

A member of the Commission who fails to attend, without reasonable excuse, more than 60% of the meetings of the Commission in any year, may be removed by the appointing authority. A vacancy created by a member being removed shall be filled by the appointing authority for the remainder of the unexpired term in the same manner as the original appointment.

§ 11-104 Operations of the Commission

The Commission may appoint a chair, clerks, and may contract for materials and services as it may require, subject to appropriation by the City.

The Commission shall comply with all purchasing and contracting requirements of the City.

The Commission shall keep accurate records of its meetings and actions and shall file an annual report with the City Clerk. The Commission's annual report shall be posted on the City's website.

The Commission shall work with and keep informed the Conservation Agent or its designee on all happenings and activities of the Commission.



DOCUMENT 123

CITY OF HAVERHILL

In Municipal Council December 10 2019

~~ORDAINED~~

MUNICIPAL ORDINANCE

CHAPTER 11

AN ORDINANCE RELATING TO BOARDS AND COMMISSIONS

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 11 of the Code of the City of Haverhill, as amended, being and is hereby further amended by adding the following:

"Article XIX. Agriculture Commission

§ 11-92 Establishment; purpose.

There shall be established in the City of Haverhill, in accordance with MGL c. 40, §8L, which is hereby accepted, an Agriculture Commission, which Commission is hereby established for the following general purposes: to promote and develop the agricultural resources of the municipality.

§ 11-93 Duties.

A. Such Commission shall advocate for farmers, farm businesses and farm interests; assist farmers in resolving municipal problems or conflicts related to farms; seek to coordinate agricultural- related activities with other governmental bodies or unofficial local groups or organizations that promote agriculture; receive grants, gifts, bequests or devises of money or personal property of any nature and interests in real property with permission of the City Council and the Mayor; apply for, receive, expend and act on behalf of the municipality in connection with federal and state grants or programs or private grants related to local agriculture, with the approval of the Mayor; advertise, prepare, print and distribute books, maps, charts and pamphlets related to local agriculture that the municipal agricultural Commission deems necessary for its work; and, buy, hold, manage, license or lease land for agricultural purposes with permission of the City Council and the Mayor

Legal Ad For Haverhill

From Natalia Hernandez <NHernandez@HaverhillMa.gov>

Date Thu 10/30/2025 4:52 PM

To hglegals@hgazette.com <hglegals@hgazette.com>

Cc Kaitlin Wright <kwright@haverhillma.gov>; Natalia Hernandez <NHernandez@HaverhillMa.gov>

 1 attachment (51 KB)

Ad for Article XX Agricultural Commission 2025.pdf;

Good Afternoon,

Please run the following legal ad one time in the Gazette on November 6, 2025.

An Ordinance relating to Boards and Commissions Article XX Agricultural Commission.

Any questions, please call 978-420-3621. Thank you!

Sincerely,
Natalia Hernandez





17.1

MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

JAN 9 AM:59
CITY CLERK

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

January 9, 2026

To: City Council President Thomas J. Sullivan and Members of the Haverhill
City Council

From: Mayor Melinda E. Barrett

RE: **Recognition of Martin Luther King Jr. Day**

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

I, Mayor Barrett request to present a proclamation recognizing Martin Luther King Jr. Day
in the City of Haverhill.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

JAN 9 PM 12:19
HAVCITYCLERK

City Of Haverhill, Massachusetts

PROCLAMATION

Martin Luther King Day

WHEREAS: Dr. Martin Luther King, Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

WHEREAS: Dr. King's teachings continue to guide and inspire us in addressing challenges within our community; and

WHEREAS: The King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service and charged the Corporation for National and Community Service with leading this effort; and

WHEREAS: Serving on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

WHEREAS: The King Day of Service is the only federal holiday commemorated as a national day of service and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

WHEREAS: The citizens of Haverhill, Massachusetts, have an opportunity to participate in events throughout our state on the King Day of Service, January 19, 2026, as well as create and implement community service projects where they identify a need;

NOW, THEREFORE, I, MELINDA E. BARRETT, Mayor of the City of Haverhill, do hereby proclaim the Martin Luther King, Jr. Day as a Day of Service in Haverhill and call upon the residents of the city to pay tribute to the life and work of Dr. King through participation in community service projects on the holiday and throughout the year.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Haverhill, Massachusetts to be affixed on this 19th day of January in the Year of Our Lord, Two Thousand and Twenty-Six.



MAYOR MELINDA E. BARRETT

CITY COUNCIL

Timothy J. Jordan, *President*
John A. Michitson, *Vice President*
Thomas J. Sullivan
Colin F. LePage
Melissa J. Lewandowski
Catherine P. Rogers
Shaun P. Toohey
Michael S. McGonagle
Daniel R. Diodati
Devan Ferreira
Ralph T. Basiliere



CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978-374-2328
FACSIMILE: 978-374-2329
WWW.CITYOFHAVERHILL.GOV
CITYCOUNCIL@HAVERHILLMA.GOV

CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

JAN 9 AMB:19
HAVCITYCLERK

103-HH	Motion by Councilor Michitson to send the <i>Home Rule Petition – An act establishing guidelines for the installation of and use of Electric vehicle charging stations in the City of Haverhill</i> , to committee in order to coordinate with condo associations.	A&F	12/23/23
40	Motion by Councilor Lewandowski to send updated Cannabis Social Equity Best Practices for the Cannabis Control Commission to A&F for further review.	A&F	4/2/24
12-P	Motion by Councilor Jordan to send possible conditions on new development and potential changes to our zoning ordinances.	Planning & Development	5/21/24
12-S	Motion by Councilor Ferreira to send the City’s Swimming Ordinance Chapter 193 Article III and related items at Lake Saltonstall, aka Plug Pond to NRPP for further discussion.	NRPP	6/18/24
33-F	Motion by Councilor Basiliere to send resident winter parking concerns and offer suggestions for improvements	Public Health Safety	3/11/25
60	Motion by Councilor Michitson to send the Haverhill Housing Production Plan to P&D for further discussion	Planning & Development	5/6/25
33-L	Motion by Councilor Lewandowski to send Bill 3360 (vacancy tax on residential properties) for review and also further review of MVSP (Massachusetts Vacant Storefront Program)	Planning & Development	6/24/25
33-M	Motion by Councilor Michitson to send for feedback on Cross-Cutting Career training event from various participants	Planning & Development	6/24/25
33-P	Motion by Councilor Ferreira to send for review as to what our local strategies are for traffic and safety as well as looking into these intersections for public safety (Amesbury Line Road/Merrimac Road)	Public Health Safety	9/16/25
94-B	Motion by Councilor Ferreira to look at updating the standards of Ch. 250 article VI of the Haverhill Zoning Code regarding water use restrictions established in 2016	Planning & Development	9/16/25
33-T	Motion by Councilor Lewandowski to establish a working group previously discussed to implement a control management plan for the vegetation in Riverside Park/Edible Avenue along the river	NRPP	9/30/25

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HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

33-Z	Motion by Councilor Michitson to look at pedestrian safety in Haverhill for further discussion	Planning & Development	12/9/25
85-E	Motion by Councilor Michitson to send Judi Barrett's progress report on the fiscal impact analysis prepared for Council for further discussion	Planning & Development	12/9/25
111-D	Motion by Councilor Lewandowski to look at private wells in new developments over 10 units for further review	Planning & Development	12/16/25