



**CITY OF HAVERHILL  
CITY COUNCIL AGENDA - AMENDED**

**May 7, 2024 at 7:00 PM**

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

**In-Person/Remote Meeting**

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*This meeting of Haverhill City Council will be held in-person at the location provided on this notice as its official meeting location pursuant to the Open Meeting Law. As the meeting is held in person at a physical location that is open and accessible to the public, the City Council is not required to provide remote access to the meeting. Members of the public are welcome to attend this in-person meeting. Please note that a live stream of the meeting is being provided only as a courtesy to the public, and the meeting will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. Those attending tonight's meeting should be aware that the meeting is being audio and video recorded by HCTV, The Eagle Tribune, and WHAV. Any audience members who wish to record any part of the meeting must inform the Council President who will announce the recording. This is to comply with the MA wiretap statute. Thank you.*

**1. OPENING PRAYER**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF MINUTES OF PRIOR MEETING**

**4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**

**5. COMMUNICATIONS FROM THE MAYOR:**

5.1. Mayor Barrett submits amended *Chapter 70 Officers and Employees, Article XI Constables of the City of Haverhill* of the City of Haverhill and recommends approval

File 10 days

5.2. Mayor Barrett wishes to introduce Public Works Director Robert Ward to give an update on the infrastructure and repaving of Primrose St



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

6.1. Councilors Michitson and LePage wish to introduce City Finance Director, Angel Perkins, for status on the FY2025 City Budget

*Related communication from City Auditor, Angel Perkins*

6.2. Council President Sullivan wishes to introduce John Carnes, who would like to discuss the completion of sidewalks and safety upgrades on Broadway from Silver Birch Lane to Methuen

**7. HEARINGS AND RELATED ORDERS:**

7.1. Document 44, CCSP 24-4, Special Permit request for Flexible Development from Attorney Migliori for applicant JR Builders Inc to develop 50 acres of land at 0 Broadway off Emma Rose cir to create 26 residential single-family homes on 20 acres of land and provide dedicated open space on land remaining, about 30 acres, deeded to the City of Haverhill

*Comments are included from City Departments, see attached communications from Economic Development and Planning Director, William Pillsbury, Jr. and Community Development Director, Andrew Herlihy, traffic study from applicant available to view on OpenGov portal or in City Clerk's office*

**8. APPOINTMENTS:**

**8.1. Non-Confirming**

8.1.1. *Harbor Commission*: Francis Pelosi, 33 Hyatt av  
*expires 4/30/2026*

**9. PETITIONS:**

9.1.1. EVNT-24-7, Michael Rossi for the Greater Haverhill Arts Association for the Annual Greater Haverhill Arts Association Arts Festival (Outdoor Exhibit and Sale of Art) on September 7<sup>th</sup> at the Bradford Common at 10 Church st from 9 am to 3 pm



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9.1.2. EVNT-24-13, Dustin MacIver for the Haverhill Garden Club  
for the Haverhill Garden Club's annual plant sale on May 18<sup>th</sup> at  
Bradford Common at 10 Church st from 6 am to 12 pm

**10. MOTIONS AND ORDERS:**

10.1. Order – authorize payment of bills from the previous fiscal years and to further authorize the payment from current year departmental appropriations as listed:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Waystone Health and Human Services	\$309.38	Mayor's Office
Ecofin	\$1,627.92	Public Property
Ecofin	\$2,332.15	Public Property
Ecofin	\$1,629.62	Public Property

10.2. Order – transfer \$380,000 to Sewer Rehab and Repair Expenditures Account from the following accounts: Principal Long Term debt (\$200,000), Interest on Long Term Debt (\$100,000), Mass Abatement TR Admin Fee (\$40,000), and Wastewater Vehicles and Equipment (\$40,000) to be used to clean up the Upper Siphon and part of the Bradford Interceptor

10.3. Order – transfer \$175,000 from Principal on Long Term Debt Account to the following accounts: Legal Fees and Consulting (\$100,000), Water Admin-Vehicle Expense (\$45,000), and Meter Expense and Supplies (\$30,000) to pay for unforeseen costs related to engineering services, land purchases, fuel and repairs for vehicles and equipment, and replacing water meters and meter interface units (MIU) for remote meter reading

**11. COMMUNICATIONS FROM COUNCILLORS:**

11.1. Councilor Michitson wishes to address urgent trends in equity impacting training and job needs in Haverhill



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- 11.2. Councilor LePage recommends approval of the *Ordinance Re: Officers and Employees – Article IV City Solicitor* with the recommended changes as discussed at the April 22, 2024 Administration and Finance Meeting and the April 30, 2024 City Council meeting

**12. UNFINISHED BUSINESS OF PRECEEDING MEETING:**

- 12.1. Document 11-C: Ordinance re: Vehicles and Traffic – Delete handicap parking for 83 Blossom st, 30 Lancaster st, and 42 Allen st and add handicap parking at 12 Jackson st *filed April 23, 2024*

**13. ADJOURN :**





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@CITYOFHAVERHILL.COM  
WWW.CITYOFHAVERHILL.COM

May 2, 2024

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

**RE: To Submit Amended Chapter 70 Officers and Employees, Article XI Constables**

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

I, Mayor Barrett, submit to the City Council amended Chapter 70 Officers and Employees, Article XI Constables of the City of Haverhill to be placed on file for 10 days and I recommend approval.

Sincerely,

**Melinda E. Barrett**  
Mayor

MEB/em

HAVERHILL CITY CLERK MAY 2 2024 PM 3:55

## Section 1.

Chapter 70. Officers and Employees, Article XI. Constables, § 70-91. Appointment; compensation is hereby amended by striking § 70-91 in its entirety and inserting in place thereof the following:

### § 70-91 Appointment; compensation

- A. Appointments. Pursuant to G.L. Chapter 41, Section 91, the mayor may appoint constables in such numbers as the Mayor shall deem necessary or convenient for the general welfare of the City. Such appointments shall be made for a term not exceeding three years and qualified City residents will be given preference for constable appointments. Appointments of constables shall specify in each case whether the appointment is for a position connected with the City or County service to serve without bond, or for the service of civil process upon the filing of the bond required by law. City employees who are appointed in connection with City or County service shall be removed from such office immediately upon the termination of employment with the City or County, but shall not be prohibited from applying as a civil process server.
- B. Processing Fee. An application for appointment as Constable shall be accompanied by a fee of \$200 for each year of the appointment payable to the City of Haverhill to cover costs of processing. This fee shall not apply to Haverhill Auxiliary Police, police officers of other communities who accept private detail work for the Haverhill Police Department or City employees who are appointed Constable as part of their City job.
- C. Bond. The bond required in order to authorize the service of civil process by constables shall be in the sum of five thousand (\$5,000.00) dollars with an incorporated surety company, approved by the City Treasurer as surety thereon, and only such surety shall hereafter be accepted by the City on said bonds.
- D. Deposit with City Treasurer. Pursuant to M.G.L. c. 41, § 95A, constables must deposit with the City Treasurer twenty-five percent (25%) of the fees collected by them during the preceding months for the service of civil process under the fee structure established by M.G.L. c. 262, § 8. This deposit must be made no later than January 15, April 15, July 15 and October 15.

character of the applicant to hold the office of constable. Satisfactory completion of such training course or other requirements found necessary and prescribed by the Mayor, and as required by state law, for the effective performance of the duties of constable shall be a prerequisite for appointment to the position of constable and proof of appropriate training and/or experience shall be required as a part of this determination. All applicants for appointment or reappointment as constable shall, as part of the application, consent in writing to a background investigation and a Criminal Offender Record Information (CORI) report. All applicants for appointment or reappointment shall also be subject to a fingerprint-based criminal record background check, at the expense of the applicant. These application materials shall be forwarded to the Chief of Police who shall conduct an investigation and make a recommendation to the Mayor as to the individual's fitness to serve as a constable. Pursuant to M.G.L., Chap. 41, Sec. 91B, the application shall include a statement as to the moral character of the applicant signed by a minimum of five (5) citizens of the community in which he/she resides, one of whom must be an attorney. Once appointed, a constable shall receive a photo identification badge issued by the police department.

- G. A law enforcement officer, which includes a constable executing an arrest for any reason, must complete training required pursuant to 550 CMR 3.00.
- H. Orders of the Chief of Police. Constables appointed pursuant to this ordinance shall be subject at all times to orders issued by the Chief of Police. No constable appointed by the City shall wear a uniform similar to that of the appointed officers of the City's police department, or to that of any other appointed police officers within the Commonwealth, or otherwise attempt to present themselves as an appointed police officer. A constable who possesses a valid license to carry a firearm shall comply with all laws and regulations governing the use and possession of firearms.
- I. Removal. The Mayor may, with the approval of the City Council, revoke the appointment of a constable for gross misconduct. Gross misconduct shall include, but not be limited to: (1) failure to follow orders of the Chief of Police orders; (2) violation of state law or City guidelines and procedures governing constables; (3) violation of any provision of this section; and (4) criminal acts in violation of the laws of the United States or any local jurisdiction.

## **Section 2.**

This ordinance shall take effect as provided by City Charter.

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@CITYOFHAVERHILL.COM  
WWW.CITYOFHAVERHILL.COM

May 2, 2024

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

**RE: Public Works Director Robert Ward to Discuss Repaving of Primrose Street**

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

I would like to introduce Public Works Director Robert Ward to give an update on the infrastructure and repaving of Primrose Street.

Sincerely,

Melinda E. Barrett  
Mayor

MAY 3 AM 8:27  
HAVCITYCLERK

MEB/em

**CITY COUNCIL**

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



**CITY OF HAVERHILL**

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April 29, 2024

To: President and Members of the City Council:

Councilors Michitson and LePage wish to introduce City Finance Director, Angel Perkins, for status on the FY2025 City Budget.

  
\_\_\_\_\_  
Councilor John A. Michitson

  
\_\_\_\_\_  
Councilor Colin LePage

(meeting 5.7.2024)



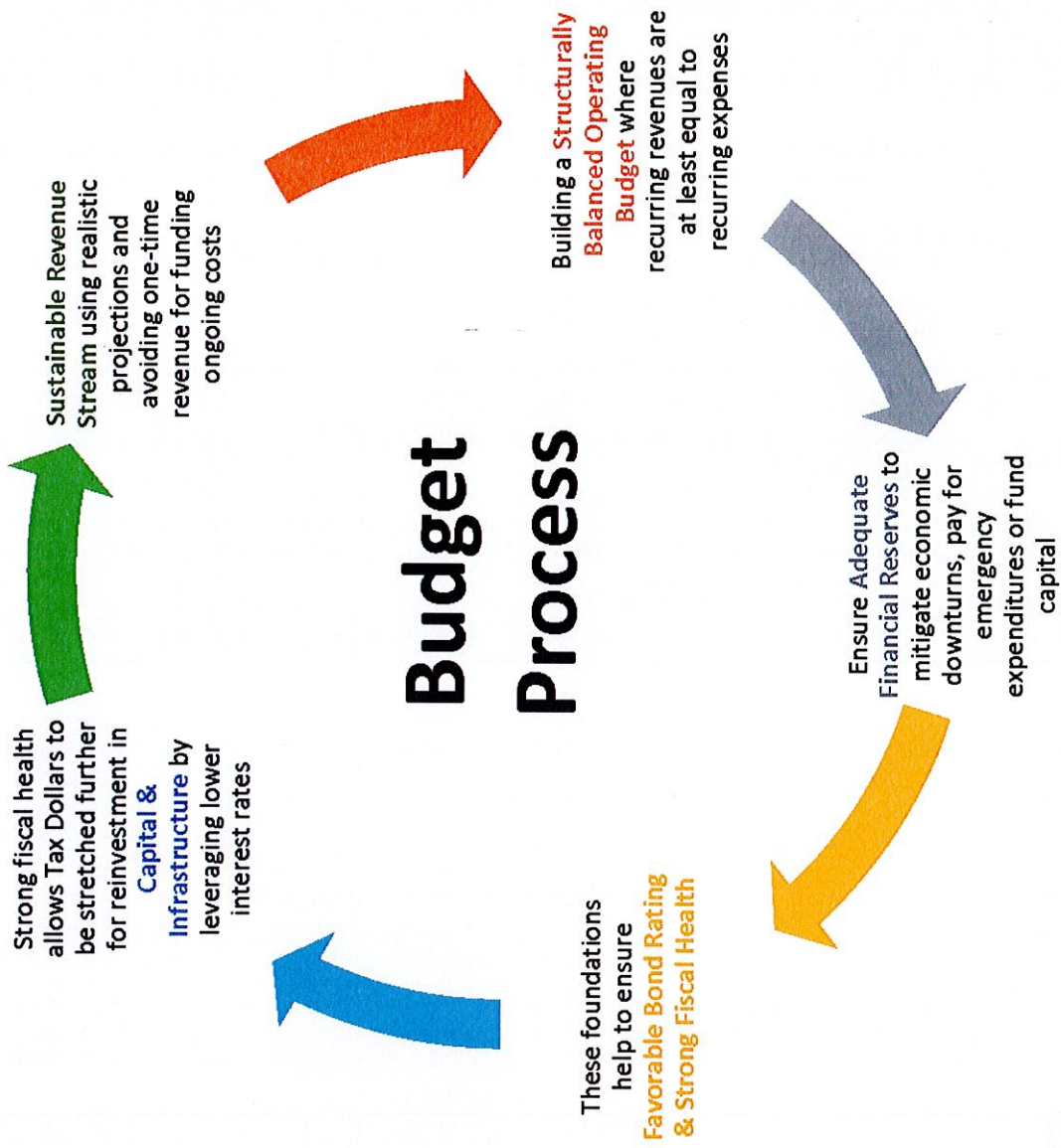
MAY 2 PM 1:32  
HAGGTYCLERK



# CITY OF HAVERHILL

## BUDGET PROCESS







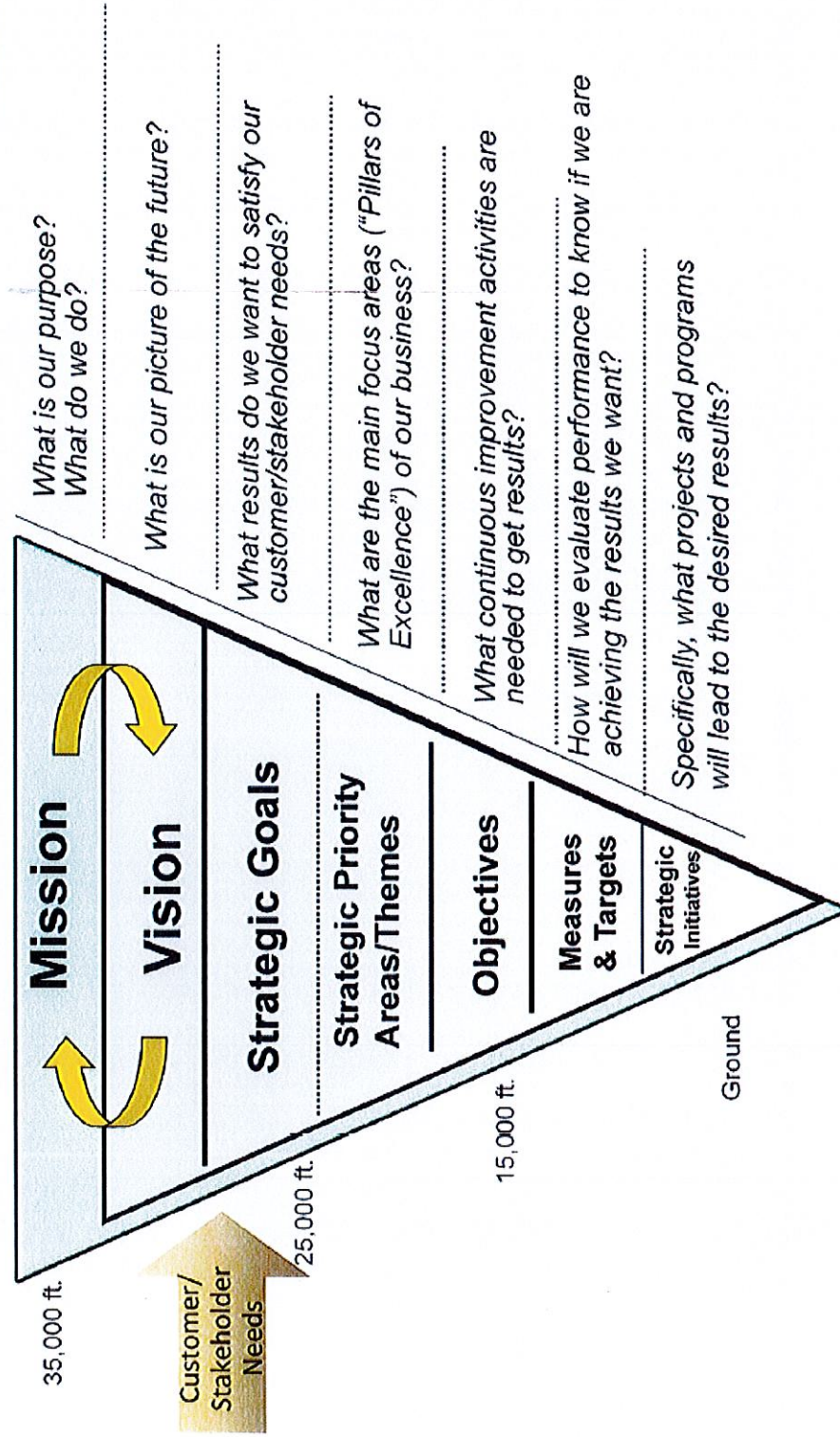
# Financial Foundations for Thriving Communities





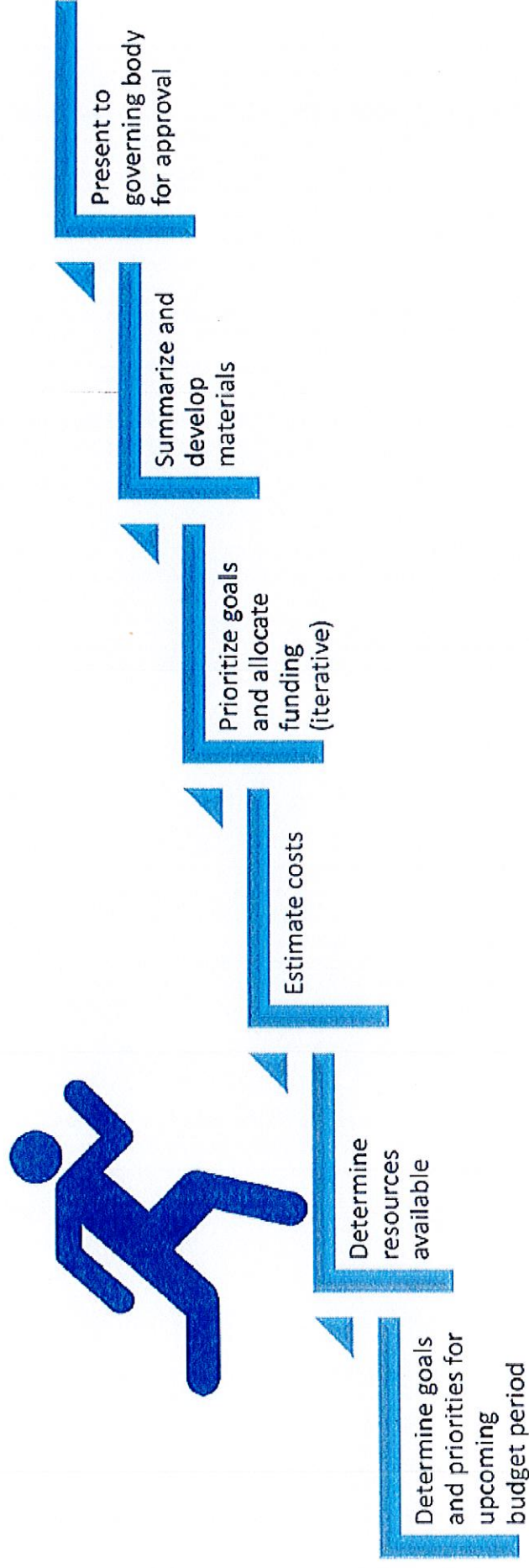


# Strategic Planning – Breakdown



# Communicating at Every Step of the System

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# Budget CALENDAR



## Revenue Projections

Mayor & Budget Team meet to review current revenue and project estimated revenue for the upcoming fiscal year. Potential budget pressures are identified.

**January**

## Budget Directives

Mayor distributes budget directives to department heads for formulating and submitting operating and capital budget requests.

**January**

## Budget Review

Mayor & Budget Team meet with departments to review budget requests and determine priorities. Revenue estimates are updated and the maximum available budget is determined.

**February**

## State Budget

The State budget process begins in January and is typically finalized in July. The Governor's Office and the Legislature work together to pass a fiscally responsible budget each year.

**January - July**



# Budget CALENDAR

## Mayor's Budget Proposal

The final Mayor's budget proposal is presented to City Council. The council has 45 days to approve, reduce or reject the Mayor's operating budget.

**May**

## Budget Hearings

City Council holds public budget hearings with each city department in review of the proposed Mayor's budget.

**May**

## Budget Adoption

City Council votes to adopt an operating budget by June 30th. If a budget is not adopted the Mayor may submit a "continuing appropriation budget" on a month to month basis for a period not to exceed three months.

**June**

## Budget Implementation

The Auditor's Office records the new operating budget in the ledger and begins routine monitoring and reporting of revenues, expenditures and compliance matters.

**July - June**





# City of Haverhill Budget Policies

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**Budget Policy 1:** The city will develop balanced budgets in which current revenues (non-one-time) equal or exceed current expenditures; with the exception of revenue from budget policy 2.

*Budget Policy (1) was developed to ensure that the city does not spend more than it receives in revenue in any one year and therefore does not degrade its overall financial condition. This ensures that the city does not “live beyond its means” or build a structural deficit into its budget.*



# City of Haverhill Budget Policies

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**Budget Policy 2:** The city will not balance the budget by using one time revenues to fund ongoing expenditures. No more than 20% of a non-recurring revenue item may be used for ongoing expenditures.

*Budget Policy (2) helps ensure that the city does not use one-time revenue to support ongoing operations. Simply put, this policy prevents the use of temporary funding to support ongoing needs. Such expenditures are considered unadvisable because the ongoing expenditure need will still exist after the non-recurring revenue disappears. Use of non-recurring revenue for recurring purposes only delays appropriate action to correct what would otherwise be a budget imbalance.*





## City of Haverhill Budget Policies

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**Budget Policy 3:** The city will not use budgetary procedures that balance the budget at the expense of meeting future year's expenses, such as: postponing or deferring expenditures, accruing future year revenues, or rolling over short-term debt.

*Budget Policy (3) prevents the use of gimmicks such as expenditure deferral, booking future revenue in the current fiscal year or the inappropriate rolling over of debt. These fiscal maneuvers generally occur in times of poor financial performance and only serve to delay necessary expenditures and increase the overall cost for a community.*



## **City of Haverhill Budget Policies**

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The purpose of Budget Policies One, Two and Three is to prevent the use of procedures that appear to balance the budget at the expense of our future. Delaying building and equipment maintenance or postponing the cost of operations are two of the most common procedures used to artificially create the appearance of a balanced budget. These actions merely pass today's costs onto future taxpayers and residents, and these costs usually grow as they are deferred.



# 2025 Revenue

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## **FY 25 House Budget versus Governor's Budget Proposal:**

- Increased Chapter 70 by \$131,664. Year over year increase of \$5,334,241 or 6.5%. 100% of this increase has been allocated to the school department.
- Reduced UGGA by \$234,987. Year over year increase of \$117,494 or 1%
- Increases State Assessments by \$8,180. Year over year increase of \$415,202 or 4.7%.

**Net year over year reduction to the city operating budget of \$297,708**

# 2025 Revenue

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## Other 2025 Revenue Changes:

- Decrease the use of Free Cash in efforts to become compliant with **City Budget Policy #2**. In FY 2024, the city used \$6,193,120 in free cash to subsidize the operating budget. This has been reduced to \$5.3 million in the 2025 budget with the goal of eventually using no more than 20% of the certified free cash or \$1,375,106 (the last free cash certification was \$6,875,538). It is anticipated this will take the city several years to achieve.
- Earnings on investments are anticipated to decrease due to expending the remaining \$24 million in ARPA funds.
- Increase the use of tax levy by 8.35% or \$10.2 million. Excess levy anticipated to reduce from \$6.4 million to \$2.4 million (depending on new growth certification by DOR in late September).

## **2025 Appropriations**

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**The Mayor's budget proposal includes a bottom line increase of 6.13% or \$15.1 million over the FY 2024 Budget. The Mayor's proposal decreased the City and School budget requests by \$15.3 million in order to present a structurally balanced and sustainable operating budget that continues to provide quality services to its stakeholders.**



## 2025 Budget Pressures

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The need to bond the remaining **\$152 million** for the Consentino School as well as capital projects approved after the 2024 budget was adopted:

- Pierce Ladder Truck \$1.76 million
- JG Whittier Modular Classrooms \$3.8 million
- Tennis / Pickleball Courts \$3.2 million
- (2) Salting and Snowplowing Trucks \$516,540

Funding for Capital Improvement

Increase Snow & Ice appropriation (budget was \$710,000 but 5 year average = \$2.6 million)

Funding for CBAs - Collective Bargaining Agreement settlements

The loss of ESSER funds for the School Department and the reduction of Free Cash totaling \$3 million for the City.

## **2025 Budget Accomplishments**

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✓ Fully funded Fire Union CBA settlement including retros for 2 years and 8 months.

✓ Added pay incentives for Police Department – subject to union negotiation

✓ Funded new City Solicitor and full-time Elections Supervisor

✓ Transitioned to in-house, shared IT Department with HPS. Benefits include cost savings and increased level of service.

✓ Increased Snow & Ice budget by \$500,000 and added Budget Reserve for emergency, unforeseen expenses at \$500,000

✓ Funded portion of Consentino project and all previously approved borrowings and recommending funding for FY 2025 high priority capital items including;

- Citizens Center boiler, skylight and sewer pump
- Police computer replacement & IT core network overhaul

✓ Funded an additional \$800,000 for the School Department to help mitigate the loss of ESSER funds.

## Next Steps

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Comprehensive budget document will be available on city website after **May 17th** and each council member will receive a bound copy.

Department budget hearings will be held at **6pm** in City Council Chambers on **May 22nd and May 28th-30th**. The meetings will be recorded but will not be broadcast live.

City Council to tentatively adopt the fiscal 2025 operating budget on **Tuesday June 4th**



**CITY COUNCIL**

**Thomas J. Sullivan**, *President*  
**Timothy J. Jordan**, *Vice President*  
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May 2, 2024

To: President and Members of the City Council:

Council President Sullivan wishes to introduce John Carnes who would like to discuss the completion of sidewalks and safety upgrades from Silver Birch Lane to Methuen.

*Thomas J. Sullivan*

President Thomas J. Sullivan

(meeting 5.7.2024)





# Haverhill

City Clerk's Office, Room 118  
Phone: 978-971-2312 or 978-378-490  
cityclerk@cityofhaverhill.com

## Haverhill City Council Public Participation Application

Date of Application: 4 / 20 / 24

APR 22 AM 10:31  
HAVCITYCLERK

Full Name: John Carnes

Address: 1002 Broadway

Phone: 978-971-8251

Email: john-carnes@mail.com

Please provide information as to intended topic of discussion please be specific. If possible, please include departments involved in discussion as well as any information requested relating to the topic

Completion of sidewalks and safety upgrades from Silver Birch to Methuen.

This will involve Engineering and Highway Departments.

I have spoken with a fair number of local residents and the overwhelming

consensus is safety upgrades are well overdue. I understand the state is going

to resurface this area which will undoubtedly increase speeds. Higher speeds

will not bode well for our safety concerns. I started a Facebook group

Sidewalks 100 years overdue.

It would be great if I could get an audience with City Council on or after April 30

Your request will be reviewed for compliance with the Open Meeting law and then referred to the Council President or designated alternate for final review and scheduling.

"Meeting notices must be posted in a public, easily understandable format containing the date, time and place of the meeting and list all topics that the chair reasonably anticipates, 48 hours in advance, will be discussed at the meeting. The list of topics must be sufficiently specific to reasonably inform the public of the issues to be discussed at the meeting. From Open Meeting Law, M.G.L.c. 30A, §§ 18-25

John Carnes  
Please sign here: \_\_\_\_\_





Caution Unsafe  
#Sidewalks100yearsoverdue

APR 22 AM 10:31  
HAYCITYCLERK

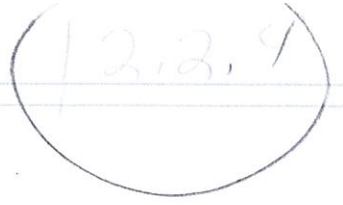
Hi, my name is John Carnes, I live at 1002 Broadway. I am reaching out to everyone on or near Route 97 to work towards having the city to making our street safer by installing sidewalks, crosswalks, and curbing to direct traffic in troublesome areas. The section of road I seek upgrades for is from where the State left off just past Silver Birch to the Methuen town line. This section of road has been very dangerous for years. When I was a boy, Doug Rossetti was hit and killed by a hit and run driver. About 30 years ago my next door neighbor was hit and nearly died after being hit by an automobile. Not to mention the numerous car crashes, some fatal. In less than a year and a half I've had 3 mailboxes completely wiped out by negligent drivers. I was unable to recoup from any of them two were hit and run the third had their car disabled by the mailbox, but their car was not registered, and they were from Maine. I will never see a dime from irresponsible drivers. Insurance was quick to inform me I have a \$1000 deductible. My family been at this address for nearly seventy years. It was dangerous then. There were no traffic lights on this section of road straight through to Lafayette Square. Now there are seven. Traffic has increased, speeds have increased, and we have more drivers with little concern with our safety. Our tax rate is not diminished as we face increased concerns; however, our property values are. Route 125, and Route 97 are the two busiest roads in the city. It is time for the city to take concern for our lives and property. Please join me in making the city aware we are concerned and would like some action in the way of safety upgrades.

PS: Someone informed me the state has plans to resurface this section of road. If they do I'm confident speeds will increase which does not translate well for any safety concerns.

Join me at Facebook user group: [Sidewalks100yearsoverdue](#)

I can also be reached @ 978-387-6319. Please leave a message. Landline no text available.

John-carnes@mail.com

**Details**

Submitted on Mar 10, 2024 at 12:31 pm

**Attachments**

7 files

**Activity Feed**

Latest activity on Mar 28, 2024

**Applicant**

michael miglioni

**Location**

0 BROADWAY - OFF EMMA ROSE CIR Unit Main Building, Haverhill, MA 01832

View ▼

Edit Workflow

**Special Permit Filing Fee**

Paid Mar 10, 2024 at 12:33 pm























**Planning Director Review**

Completed Mar 28, 2024 at 10:22 am

**City Clerk Review - Hearing Dates Set**

Completed Mar 28, 2024 at 2:46 pm

**City Council Admin Notified**

	<b>DPW Review</b> In Progress	
	<b>Engineering Department Review</b> In Progress	
	<b>Fire1 Department Review</b> Skipped Mar 28, 2024 at 2:26 pm	
	<b>Fire2 Department Review</b> Completed Mar 28, 2024 at 2:31 pm	
	<b>Health Department Review</b> In Progress	
	<b>Police Department Review</b> In Progress	
	<b>School Department Review</b> In Progress	
	<b>Storm Water Review</b> In Progress	
	<b>Water/Wastewater Review</b> In Progress	
	<b>Water Supply Review</b> In Progress	
	<b>Building Inspector Review</b> In Progress	



	<b>First Ad Placement</b> Review	
	<b>Placed on Agenda</b> Review	



### City Council Meeting

Review



### Meeting Minutes & Decision Filed w/City Clerk

Review



## Details

### Important: Please Read Before Starting Your Application

THE CITY COUNCIL HAS CHANGED THE DEADLINE FOR SUBMITTING APPLICATIONS FOR SPECIAL PERMITS. IT IS NOW APPROXIMATELY 6 WEEKS PRIOR TO THE HEARING DATE. ALSO, ALL APPLICATIONS MUST BE COMPLETE, HAVING SATISFIED ALL OF THE REQUIREMENTS - BOTH INFORMATION AND ATTACHMENTS - FROM THE BUILDING INSPECTOR, CITY TREASURER, CITY ASSESSOR AND CLERK OF THE BOARD. INCOMPLETE OR LATE APPLICATIONS WILL NOT BE HEARD UNTIL AT LEAST 1 MEETING LATER

### Applicant Information

Edit

IMPORTANT NOTE: ALL DOCUMENTS THAT ARE ATTACHED TO THIS APPLICATION MUST BE SUBMITTED AS ORIGINALS TO THE CITY CLERK BEFORE THE APPLICATION IS CONSIDERED COMPLETE AND PROCEEDS TO REVIEW. THESE

44 DOCUMENTS WILL LATER BE FILED WITH THE COUNTY REGISTRY WHICH REQUIRES ORIGINAL DOCUMENTS.

What is Your Role in This Process?\*

Attorney/Agent

Applicant Business/Firm Name\*

Fiorello & Migliori

Applicant Business/Firm Phone\*

978 884 6431

Applicant Business/Firm Address\*

280 Merrimack Street

Applicant Business/Firm City\*

Methuen

Applicant Business/Firm State\*

MA

Applicant Business/Firm Zip\*

01844

Client Name\*

JR Builders Inc

Client Business Name\*

Client Phone\*

IN CITY COUNCIL: April 9 2024

VOTED: that HEARING BE HELD MAY 7 2024

Attest:

\_\_\_\_\_  
City Clerk





# Haverhill

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

May 3, 2024

MAY 3 AM 8:54  
HAVCITYCLERK

TO: City Council President Thomas Sullivan and members of the Haverhill City Council  
FROM: William Pillsbury, Jr. Economic Development and Planning Director

**SUBJECT: Emma Rose Extension Flexible Development Special Permit- Section 255.8.4 located off Broadway at the end of Emma Rose Circle**

The proposed project at Emma Rose Circle comes before the City Council as an application under the City's new zoning tool – Flexible Development. As you will recall this tool was contained in the recently approved zoning recodification.

The proposed special permit before the city council is for 26 lots. The plans submitted show that Eighteen lots are permitted under conventional development of the site. The applicant has presented information seeking to justify 2 types of density bonus. Four units based on additional open space and Four additional lots based on amenities. This results in a 26 lot subdivision consisting of 18 lots conventional and 8 lots bonus density (40 % maximum density bonus). **I believe the applicants calculations are incorrect and the following review describes the correct application of the ordinance standards.**

## **MAXIMUM NUMBER OF UNITS CALCULATION**

My review of the calculations to arrive at these numbers produces a **different result** based on the information provided. The building inspector has reviewed the lotting plan and indicates that the site does allow 18 conventional lots. The 18 lots then become the basic maximum number of dwelling units that can be built on the site PRIOR to consideration of Section 8.4.7 Density Bonus. (see density bonus calculation below)

The applicant has arrived at the number of bonus units **in error** as they have taken 20% of the basic minimum number ( $18 \times 20 = 3.6$ ) and rounded up to get to 4. The ordinance clearly states that the following: "**computations shall be rounded to the lowest number**" which establishes a **maximum bonus in each category of 3 bonus units not 4.**

Therefore according to my review the maximum project size can be is 18 units plus 20% bonus density for additional open space which is 3 for 21 units and an additional 3 units if the council grants the bonus for "significant amenities". **18 + 3 + 3 = 24 units maximum special permit request.**





# Haverhill

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

## **DENSITY BONUS CALCULATION 8.4.7**

### **OPEN SPACE BONUS 8.4.7.1**

The ordinance requires that to comply with the flexible development ordinance the plan must set aside a minimum of 20% contiguous open space which in this case is **10 acres**. The applicant proposes to set aside **30 acres** of open space. The additional 20 acres of open space may be proposed as the basis for one of the two categories of density bonus.

To arrive at the maximum 20% bonus number of 3 units for this category of density bonus, they must achieve the following: for each additional 10%(in this case 5 acres) of the site set aside a bonus of 5% of the basic minimum number may be awarded. ***The additional 20 acres of open space set aside does qualify the project to receive the 3-unit density bonus. I recommend grant approval of this 3 unit density bonus.***

### **AMENITY BONUS 8.4.7.2**

The second category of density bonus specifies that when the city council determines that the applicant has *offered significant amenities to the city including but not limited to infrastructure improvements, equipment or technical assistance a bonus of up to 20% of the basic minimum number may be awarded 20% of 18 units=3.7 units rounded down. The council may award up to 3 units in this category.*

To demonstrate the provision of "amenities " in order for the council to grant the density bonus, the applicant proposes a trail system around the development for public recreational use; infrastructure improvements to the city's water system and fire suppression systems for each home. Additionally, as discussed in the applicants submission he intends, if approved, to donate in addition to the 30 acres of open space at the project site including parking and related improvements and signage.

The applicant also proposes to purchase and donate an additional 9 acre site on Amesbury Road directly abutting the John Greenleaf Whittier Homestead. This additional donation could be a benefit to the Whittier Homestead and provide an additional 9 acres of protected open space in the city's water supply protection overlay district. Parking and trail improvements should be added here as well as part of the definitive plan improvements to the donated site.

Additionally, the applicant commits to donate \$3000.00 per certificate of occupancy to the city affordable housing trust. Single family residential subdivisions are not subject to the inclusionary ordinance requirements but the represents an effort by the developer to assist the city in providing affordable housing.





# Haverhill

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

In total, I believe the amenity package is sufficient to justify the granting of the additional 3 unit density bonus and recommend that the city council make such a finding. These items should be made conditions of any final approval given by the city council and that they can be included in the definitive plan.

***In summary the total number of units allowable for this project is:***

<b>Consisting of 1. Basic Maximum number:</b>	<b>18</b>
<b>2. Open space density bonus:</b>	<b>3</b>
<b>3. Amenities density bonus maximum of 3</b>	
	<b>24 units</b>

The zoning ordinance establishes development additional standards and criteria requiring the applicant to analyze site characteristics and verify open space, comply with dimensional and density standards, parking ratios, and roadways and utilities which create the highest and best use of the site resulting in a high-quality development.

The applicant's project is presented in your packages and my detailed review of the proposal indicates the project largely complies with the Flexible Development zoning ordinance. Revisions must be made to comply with the calculations above. In general, the project complies with the requirement's by providing detailed information as required to document and confirm each of the ordinance's standards.

If the special permit is granted the applicant must then file a definitive plan with the planning board which must document compliance with the standards and incorporate any conditions of the plan approved by the council.

The City departments have reviewed the application and their reports are in your packages.

Upon review of all this information I believe that the proposed project complies with the purpose and intent of the ordinance and **with the above noted revisions** meets the requirements of the flexible zoning ordinance. **Further, compliance with the ordinance shall be achieved through the filing of a definitive plan with the planning board to confirm all of the elements of the special permit..**

**Recommendation: Approve the 24 unit (18 +3+3) Emma Rose Flexible Development pursuant to zoning section 8.4 with revisions as noted allowing the project to move forward to Definitive Plan with the Planning Board, formal Conservation filing, and permitting.**





MAY 3 AM 8:54  
HVCITYCLERK

WILLIAM PILLSBURY, JR.,  
DIRECTOR  
TELEPHONE: 978-374-2344 V/TDD  
FAX: 978-374-2332

**CITY OF HAVERHILL  
COMMUNITY DEVELOPMENT**

CITY HALL, ROOM 309  
FOUR SUMMER STREET  
HAVERHILL, MA 01830-5843

TO: City Council President Thomas Sullivan and members of the Haverhill City Council  
FROM: Andrew K. Herlihy, Community Development Division Director *AH*  
DATE: May 3, 2024

**RE: Emma Rose Extension Flexible Development Special Permit**

I am writing to offer support for Approval of the Special Permit application for the extension of Emma Rose.

There are two separate reasons for this recommendation.

First, this project, as proposed by the developer, would provide funds into the Affordable Housing Trust which could be used for affordable housing purposes, as mandated by the City's 2023 Inclusionary Zoning act. With the City hovering precariously around the 10% threshold under M.G.L. 40(b), any sources of funds to support the development and/or preservation of affordable housing are beneficial.

Second, not only does this Flex Development proposal prevent sprawl in west Haverhill, the developer is offering to purchase a critical 'missing puzzle piece' of open space land in east Haverhill that would unlock a possible expanded trail network centered around the John Greenleaf Whittier Birthplace. This arrangement would greatly advance the hopes of an expanded Whittier Trails Network that I believe offers exciting grant funding prospects and potential.

Thanks for you consideration.



City of Haverhill, MA

May 3, 2024

CCSP-24-4

## Assessor for Abutter's List

City Council Special Permit

**Status:** Complete

**Became Active:** Mar 28, 2024

**Assignee:** Christine Webb

**Completed:** Mar 28, 2024

### Applicant

michael migliori  
mmigliori@fimilaw.com  
280 Merrimack Street  
Methuen, MA 01844  
978-884-6431

### Primary Location

0 BROADWAY - OFF EMMA ROSE CIR Unit Main  
Building  
Unit Main Building  
Haverhill, MA 01832

### Comments

**Christine Webb, Mar 28, 2024**

\*\*\*\*\*PARCEL 539-439-9A IS IN CHAPTER 61A. ROFR WAS REFUSED MAY 10, 2023 BUT CHECKING THAT THIS IS STILL VALID\*\*\*\*\*

**Christine Webb, Mar 28, 2024**

Please see the attached abutters list for 539-439-9A and 539-439-39D. Sorry no mailing labels :(

Phone 978.463.7700

Fax 978.463.7747

www.mtclawyers.com

Reference is made to the above captioned matter. In that connection, you inquired as to the status of that parcel of land ("the Property") under Chapter 61A, Assessment and Taxation of Agricultural and Horticultural Land. As explained in detail below, in our opinion, the Property is currently removed from classification under Chapter 61A as the City of Haverhill did not exercise its option to purchase that land within 120 days of receiving the Notice of Intent to convert its use. The Property's current owner/applicant may therefore move forward with its special permit application and you may assess rollback taxes against the Property in accordance with G.L. c. 61A, § 19.

Based upon the materials you provided to us, which are attached, I understand the facts as follows. The Property was subject to a prior notice of intent to convert its use pursuant to G.L. c. 61A, § 14. On November 3, 2022, Attorney Frank DiLuna sent a Notice of Intent, attached as Exhibit A, to convert the Property to a residential development use and out of Chapter 61A on behalf of the owner, the Estate of Frank J. Dudley, Sr. by and through Nancy O'Neill as administrator of the Estate. The City's former Mayor sent a Notice of Nonexercise, attached as Exhibit B, back to Attorney DiLuna on May 10, 2023, stating that the City will not exercise its right to purchase the property. Now, Attorney Michael Migliori, who you have explained is representing a new party who you believe might be a new owner, is seeking a special permit pursuant to that residential development use.

Removing land from Chapter 61A by converting its use requires the owner to send a notice of intent to convert to another use beyond agriculture or horticulture to the land's city. G.L. c. 61A, § 14. Once received, that city has 30 days to notify the owner if the notice does not comply with Section 14 and is therefore insufficient. *Id.* A notice is sufficient if it includes: "a statement of intent to convert, a statement of proposed use of the land, the location and acreage of land as shown on a map drawn at the scale of the assessors map in the city or town in which the land is situated, the name, address and telephone number of the landowner and the landowner's attorney." *Id.* The notice must be sent to several city departments and the state forester, for which a notarized affidavit qualifies as conclusive evidence. *Id.*

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*Millis Office*

730 Main Street, Suite 1F

Millis, MA 02054

Phone/Fax 508.376.8400

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*New Bedford Office*

227 Union Street, Suite 606

days or once the city issues a notice of nonexercise and such notice is recorded within those 120 days, thus finalizing the conversion of land out of Chapter 61A. *Id.*

Here, the Notice of Intent to convert use dated November 3, 2022, includes all of Section 14's requirements. Ex. A. Further, the Notice is addressed to all relevant parties. *Id.* Although the scan of the Notice does not include an affidavit which would be conclusive proof that Attorney DiLuna sent that notice to each recipient, you did not forward us any notice of deficiency from the City either. The notice of intent to convert was therefore likely sufficient, and, in any event, it does not appear that the City timely issued a notice of deficiency. Accordingly, the City's 120-day option to purchase the Property started on November 3, 2022, and ended on March 3, 2023. Although the former Mayor issued a notice of nonexercise for the City, that notice is dated May 10, 2023, and was therefore sent after the option period expired. Further, we could not find that notice recorded at the Registry. In any event, the City's notice of nonexercise was untimely because the option period had already lapsed. Expiration of the option period absent a response was sufficient on its own to remove the Property from Chapter 61A.

The November 2, 2022, Notice of Intent to convert use and lack of response by the City within the 120-option period validly removed the Property from Chapter 61A. The Property thus left Chapter 61A on March 3, 2023. As the Property is no longer confined to agricultural or horticultural use, Attorney Migliori may move forward with his special permit application for residential development of the Property. Further, you may assess rollback taxes for the Property. G.L. c. 61A, § 19. I hope that the foregoing is helpful to you and please do not hesitate to contact us with further questions on this matter.



City Council Special Permit

**Status:** Active

**Became Active:** Mar 28, 2024

**Assignee:** Robert Moore

**Completed:**

**Applicant**

michael migliori  
mmigliori@fimilaw.com  
280 Merrimack Street  
Methuen, MA 01844  
978-884-6431

**Primary Location**

0 BROADWAY - OFF EMMA ROSE CIR Unit Main  
Building  
Unit Main Building  
Haverhill, MA 01832

**Comments**

**Robert Moore, May 3, 2024**

I strongly support issuance of a special permit for this flexible development. More comments to follow.

**City Council Special Permit**

**Status:** Complete

**Became Active:** Mar 28, 2024

**Assignee:** Robert Irvine

**Completed:** Mar 28, 2024

**Applicant**

michael migliori  
mmigliori@fimilaw.com  
280 Merrimack Street  
Methuen, MA 01844  
978-884-6431

**Primary Location**

0 BROADWAY - OFF EMMA ROSE CIR Unit Main  
Building  
Unit Main Building  
Haverhill, MA 01832

**Comments**

**Robert Irvine, Mar 28, 2024**

Fire Protection Requirements: Installation of fire alarm and or sprinkler systems shall be compliant to applicable 9th edition of MSBC 780 CMR 51.00, MGL, City of Haverhill ordinances including City of Haverhill Subdivision Rules and Regulations and fire prevention regulations that are required with this project.

Required permitting of fire protection systems should not hold up foundation permit. However, contractors hired to install fire protection systems shall be required to obtain permit approval of proposed fire alarm and or sprinkler systems before any installation commences.

Failure to abide by the permitting process as required by the 9th edition of the MSBC, 780 CMR 901.1.2 or 780 CMR 51.R106.3.3.4 shall cause a delay in acquiring the final occupancy certificate.

Compliant NFPA 13 D Fire Suppression System will be required with this project.

This project must conform to the City of Haverhill Subdivision Rules and Regulations.

No combustible mulch around the perimeter of the structures.

## City Council Special Permit

**Status:** Complete

**Became Active:** Mar 28, 2024

**Assignee:** Tim Wicks

**Completed:** Mar 29, 2024

### Applicant

michael migliori  
mmigliori@fimilaw.com  
280 Merrimack Street  
Methuen, MA 01844  
978-884-6431

### Primary Location

0 BROADWAY - OFF EMMA ROSE CIR Unit Main  
Building  
Unit Main Building  
Haverhill, MA 01832

### Comments

**Mark Tolman, Mar 29, 2024**

In accordance with the flexible development regulation 8.4.12: Trash removal in a flexible development shall be private.

**Mark Tolman, Mar 29, 2024**

All lots need to be Title V compliant regarding septic systems for new construction. ie.. perk tested and soil analyzed for each lot.

There is a city sewer line on Rolling Meadows Lane that ends at the end of Rolling Meadows Lane that possibly the project can be connected into. Water lines are already existing on Emma Rose that will be used for project.

City Council Special Permit

**Status:** Complete

**Assignee:** Kevin Lynch

**Applicant**

michael migliori  
mmigliori@fimilaw.com  
280 Merrimack Street  
Methuen, MA 01844  
978-884-6431

**Became Active:** Mar 28, 2024

**Completed:** May 1, 2024

**Primary Location**

0 BROADWAY - OFF EMMA ROSE CIR Unit Main  
Building  
Unit Main Building  
Haverhill, MA 01832



**City Council Special Permit**

**Status:** Complete

**Became Active:** Mar 28, 2024

**Assignee:** Robert Moore

**Completed:** May 3, 2024

**Applicant**

michael migliori  
mmigliori@fimilaw.com  
280 Merrimack Street  
Methuen, MA 01844  
978-884-6431

**Primary Location**

0 BROADWAY - OFF EMMA ROSE CIR Unit Main  
Building  
Unit Main Building  
Haverhill, MA 01832

**Comments**

**Robert Moore, May 3, 2024**

Project will require approval under C.219 (Stormwater Management Ordinance) unless final design requires approval from the Conservation Commission under the MA Stormwater Management Standards. There is more than sufficient land associated with this project. I have no concerns about the final design being able to meet these Standards.

April 8 2024

**HYBRID 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 (virtual/in person), on Tuesday, May 7, 2024; at 7:00 PM on Special Permit CCSP 24-4; a request for Flexible Development from Attorney Migliori for applicant JR Builders, Inc to develop 50 acres of land at 0 Broadway off Emma Rose Circle, to create 26 new residential single-family homes located on approximately 20 acres of land and provide dedicated open space on the remaining 30 acres deeded to the City of Haverhill

*(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: April 18 & 25, 2024  
Haverhill Gazette**

Kaitlin M Wright  
City Clerk

## **Maria Bevilacqua**

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**From:** Maria Bevilacqua  
**Sent:** Monday, April 8, 2024 2:57 PM  
**To:** HGLegals@hgazette.com  
**Cc:** Kaitlin Wright  
**Subject:** legal ad hearing CCSP 24-4 JR Builders Broadway off Emma Rose 26 homes  
**Attachments:** Broadwy off Emma Rose cir Atty Migliori JR Builders May 7 2024.docx

Happy Eclipse Day!

Please run this hearing ad 2 times in Gazette. April 18 & April 25 , 2024.

Hearing is CCSP 24-4 to build 26 homes at 0 Broadway off Emma Rose cir

Thanks as usual!

Maria  
City Clerk's Office  
Haverhill 978-420-3624

## PURCHASE AND SALE AGREEMENT

This Agreement made this 31<sup>st</sup> day of August, 2023 by and between:

### 1. Parties and Mailing Addresses

Nancy O'Neill, as Personal Representative of the Estate of Frank J. Dudley, Essex County Probate Court Docket # ES16P0034EA and Individually, Carol Szpuk, Robert Dudley and Frank J. Dudley, Jr., hereinafter collectively called the SELLER, agrees to sell and

JR Builders, Inc, a corporation organized under laws of the Commonwealth of Massachusetts with a principal office located at 599 Canal Street, Lawrence, MA 01840, hereinafter called the BUYER, agrees to buy

upon the terms hereinafter set forth, the following described Premises:

### 2. Description of Premises

The land located on Broadway, Haverhill, Essex County, Massachusetts, known as Parcel ID 539-439-9A, with the City of Haverhill Assessor's Office. The above described premises being a portion of the premises conveyed to Frank J. Dudley and Patricia A. Dudley by deed dated August 29, 1961 and recorded with Essex South Registry of Deeds at Book 4811, Page 301, consisting of approximately 31.84 acres. See attached Exhibit "A" for a more particular description of the premises

### 3. Title Deed

The Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Easements, restrictions, and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said Premises;
- (e) NONE

### 4. Plans

If said deed refers to a plan necessary to be recorded therewith, the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

### 5. Registered Title

In addition to the foregoing, if the title to the Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of the Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

### 6. Purchase Price

The purchase price hereunder shall be a minimum of One Million and 00/100 Dollars (\$1,000,000.00) of which \$5,000.00 has been paid as a deposit with the Offer, \$45,000.00 has been paid as an additional

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deposit this day, and \$950,000.00 are to be paid at the time of delivery of the deed by certified, cashier's, treasurer's, bank check(s), Closing Attorney's Trust Account check, or electronic funds transfer. Said price is based on Buyer obtaining approvals for ten (10) single-family house lots ("Lots"). The purchase price shall be increased by One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each Lot approved above and beyond ten (10) Lots. Notwithstanding any language to the contrary, the minimum Purchase Price shall be One Million (\$1,000,000.00) Dollars. In the event that Buyer is not approved for at least ten (10) Lots then Seller shall have the unconditional right to terminate this Agreement. In the event of such termination, the Deposit shall be returned to Buyer forthwith, and then this Agreement shall become void and have no effect, without any liability on the part of any party hereto or its officers, members, managers, employees, agents, and representatives, in respect of this Agreement.

**7. Time for Performance; Delivery of Deed**

Such deed is to be delivered on the earlier of the following events to occur: (1) forty-five (45) days after Buyer obtains all required approvals from the City of Haverhill with all appeal periods having lapsed; or (2) May 31, 2024. The Parties agree that as long as the Buyer has been diligently pursuing its obligation to obtain the necessary permits from the City of Haverhill referenced in the attached rider but has not received the required permits by May 31, 2024, then the Buyer shall be granted appropriate extensions for time of performance up to December 31, 2024. The Closing shall take place at the location designated by Buyer's Counsel. If any date on which the Closing would occur by operation of this Agreement is not a business day in Essex County, Massachusetts, the Closing shall occur on the next business day. IT IS AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT. Neither SELLER nor SELLER's attorney will be required to physically attend closing, but instead may deliver the deed, and such other documents as SELLER may be obligated to produce, to the closing attorney on or before the closing date, and the non-attendance at the closing by SELLER or any representative of SELLER shall not be considered a breach of the terms of this Agreement. For purposes of this Agreement, Buyer's obligation to diligently pursue all necessary permits from the City of Haverhill shall be defined as Buyer having submitted complete Applications to all necessary Land Use Boards in the City of Haverhill including, but not limited to the City Council, Planning Board, Zoning Board of Appeals and the Conservation Commission no later than December 1, 2023.

**8. Possession and Condition of Premises**

Full possession of the Premises, free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, the Premises to be then be in compliance with the provisions of any instrument referred to in clause 3 hereof.

**9. Extension to Perfect Title or Make Premises Conform**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER shall to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. provided, however, that SELLER shall not be required to expend in excess of one-half of one percent of the purchase price, inclusive of attorney's fees, in order to meet its obligations under this paragraph.

**10. Failure to Perfect Title or Make Premises Conform**

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If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations or the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

**11. Buyer's Election to Accept Title**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

**12. Acceptance of Deed**

The acceptance and recording of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

**13. Use of Money to Clear Title**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, except that discharges of mortgages or other liens held by banks or other institutional lenders, and discharges of liens for municipal taxes, or of liens for municipal taxes and liens under M.G.L. c. 61A including those for roll back taxes need not be furnished at the time for performance provided that arrangements consistent with customary conveyancing practice are made for the payoff of same from the sale proceeds at closing and for the subsequent procurement and recordation thereof in due course.

**14. Adjustments**

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

**15. Adjustment of Unassessed and Abated Taxes**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise herein agreed.

**16. Broker's Fee**

A Facilitator's fee for professional services as per listing agreement is due from the SELLER to One Group Realty Nest, the Broker(s) herein, but only if, as and when BUYER accepts and records SELLER's deed and SELLER receives the full purchase price under this Agreement, and not otherwise.

BUYER and SELLER understand that Keller Williams Realty, a real estate broker, is seeking a fee from Realty One Group Nest for services rendered as buyer's agent.



**17. Broker's Warranty**

The Broker(s) named herein, Realty One Group Nest and Keller Williams Realty warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.

**18. Deposit**

All deposits against the purchase price made hereunder shall be held in escrow by Realty One Group Nest as escrow agent (the "Escrow Agent") in a federal or state commercial bank account and shall be duly accounted for at closing. There is no requirement hereunder that the deposit be held in an interest-bearing account. In the event of any disputes as to disposition of the deposits thereon, the Escrow Agent shall, without liability, retain the deposits until directed by the parties in writing as to disposition thereof, and shall upon the written request of either Seller or Buyer, or may at said Escrow Agent's election, pay the deposits into court in an action (commenced by the Buyer or Seller or the Escrow Agent) to determine disposition thereof and, upon any payment into court, the Escrow Agent will be relieved of liability for the amount so paid in. Buyer specifically acknowledges and agrees that Geary & Geary, LLP shall not be disqualified from representing Seller in any dispute regarding this Agreement or the deposit held hereunder by virtue of its acting as escrow agent hereunder.

**19. Buyer's Default; Damages**

In the event of a default by Buyer, the retention by the Seller of the deposit and the acquisition of ownership and possession of the plans, documents, applications, surveying, engineering, permits, approvals, reports, engineering and third-party provider work product, if any, shall be the Seller's sole remedy at law and in equity for any default by the Buyer under this Agreement.

**20. Release by Husband or Wife**

The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in the Premises.

**21. Broker as Party**

The Broker(s) named herein join(s) in this Agreement and becomes a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree in writing.

**22. Liability of Trustee, Shareholder, Beneficiary**

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER nor the BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**23. Warranties and Representations**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement,

NO'N      FD      COZ      RMD



except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE**

Except for the representations and warranties contained herein or in any documents delivered by Seller to Buyer at Settlement, the Property is being acquired by Buyer in an "AS IS", "WHERE IS" condition, "WITH ALL DEFECTS" and "WITH ALL FAULTS". Buyer acknowledges that it will be acquiring the Property on the basis of its own investigations. Except as expressly set forth in this Agreement or in any documents delivered by Seller to Buyer at Settlement, no representations or warranties, whether express, implied or statutory, have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of the Seller as to condition or repair of the Property or the value, expense of operation, existence of oil or hazardous materials on environmental matters, or income potential thereof, the reliability of any information furnished to Buyer or as to any other fact or condition which has or might affect the Property or any portion thereof. Except for the representations and warranties by Seller as provided herein, Buyer hereby expressly releases the Seller from any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising from, in connection with or caused by Hazardous Substances.

**24. Mortgage Contingency Clause**

INTENTIONALLY DELETED

**25. Construction of Agreement**

This instrument, executed in multiple counterparts, is to 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 enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes, if any, are used only as a matter of convenience and are not to be considered a part of this Agreement or used in determining the intent of the parties to it. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day. Any matter or practice which has not been addressed in this Agreement and which is the subject of a title Standard or Practice Standard of the Real Estate Bar Association of Massachusetts at the time for performance shall be governed by the Standards and Practices of the Real Estate Bar Association of Massachusetts.

**26. Additional Provisions**

The Buyer believes that based upon the size of the Premises to be conveyed by the Seller and applying the zoning by-laws in place at the time of execution of this Agreement, including conventional subdivision and flex zoning by-laws, that Buyer may be able to obtain approval for 15 Lots or more on the Premises.

Buyer is also negotiating to purchase an additional contiguous parcel of land situate at Broadway, Haverhill, MA containing approximately 8.74 acres of land (Parcel 539-439-39D) not owned by the Seller (the "Additional Land"), to include with the Premises in its subdivision application to the City which may allow the Buyer to obtain approval for additional lots from the City.



In the event Buyer enters into an agreement to purchase the Additional Land and obtains approval from the City for a plan which includes both the Premises and Additional Land, then the provisions regarding the per lot computation of the Purchase Price for each Lot approved above and beyond ten (10) Lots provided for in Paragraph 6 hereinabove shall not apply, and the Purchase Price paid from Buyer to Seller shall be fixed at \$1,500,000.00.

The provisions of said Paragraph 6 regarding the minimum purchase price shall apply in all events.

**27. Riders**

The below listed Riders, if any, are hereby incorporated into this Agreement by reference:

See Addendum A to Purchase and Sale Agreement

SELLER: Estate of Frank J. Dudley  
By: Nancy O'Neill, P.R. and  
August 28, 2023

BUYER: JR Builders, Inc.,  
By: Lawrence Palmisano  
Larry R. Palmisano, President  
dotloop verified  
08/28/23 11:22 AM EDT  
HH8A-B57E-EFSX-XPSP

SELLER: Carol Szpuk 5/27/23  
Carol Szpuk

SELLER: Robert Dudley  
Robert Dudley  
September 1, 2023

SELLER: Frank J. Dudley, Jr.  
Frank J. Dudley, Jr.  
August 28, 2023

## ADDENDUM A TO PURCHASE AND SALE AGREEMENT

**SELLER:** Nancy O'Neill, Personal Representative of the Estate of Frank J. Dudley, Essex County Probate Court Docket # ES16P0034EA and individually, Carol Szpuk, Robert Dudley and Frank J. Dudley, Jr.

**BUYER:** JR Builders, Inc.

**PREMISES:** The land located on **Broadway, Haverhill, Essex County, Massachusetts**, known as **Parcel ID 539-439-9A, with the City of Haverhill Assessor's Office**. The above described premises being a portion of the premises conveyed to Frank J. Dudley and Patricia A. Dudley by deed dated August 29, 1961 and recorded with Essex South Registry of Deeds at Book 4811, Page 301, consisting of approximately 31.84 acres.

**DATE:** August 31, 2023

The following provisions supplement and amend the Purchase and Sale Agreement of even date simultaneously signed between the parties identified above, and are included within said Agreement for all purposes. If any term or provision contained in this addendum conflicts in any way with the terms of the Purchase and Sale Agreement to which it is attached, then the terms and provisions of this Addendum shall supersede the terms of the Purchase and Sale Agreement and control.

I. **Project:** Buyer's intent is to obtain all necessary approvals in order to construct a single-family home residential subdivision with associated infrastructure including, but not limited to drainage structures, roadways and utilities (the "Project"). Buyer shall have until **July 31, 2023** in order for Buyer to confirm the feasibility of Project. Thereafter, Buyer shall diligently pursue all necessary municipal approvals with the City of Haverhill, Massachusetts. In pursuit of the Project approvals, Buyer shall:

(a) (i) to file plans and documents for approval by municipal, state or federal boards, commissions, authorities or entities (collectively, "Authorities") including, without limiting the generality of the foregoing, plans and documents under the Massachusetts Subdivision Control Law, M.G.L. c. 41 §§81K through 81GG inclusive (collectively, "Subdivision Filings"); (ii) to file one or more notices of intent, applications, requests, plans and the like for approval by municipal, state or federal Authorities including plans and documents under the Massachusetts Wetlands Protection Act, M.G.L. c. 131 § 40 *et. seq.*, the regulations thereunder and under any municipal ordinances relating thereto (collectively, "Wetland Filings"; and (iii) to file Requests/Petitions with the Haverhill Board of Appeals and/or City Council and Plans with the Haverhill Planning Board).

(b) Buyer may inspect and test the land for chemicals and environmental hazards by records check, observation, and either digging or boring in order to obtain a report or reports ordered by Buyer from engineers, scientist, lawyers and similar professionals engaged by Buyer at its sole expense to ascertain that no hazardous material or oil (as those terms are defined in

NO'N

FJD

C02

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M.G.L. c. 21E, Sec. 2), has been released or is unlawfully stored in unlawful quantities or concentrations in or on any portion of the premises and that the condition of the premises, following such testing and evaluation as required by such professional, will permit a responsible environmental engineering firm to issue an environmental site assessment report sufficient to reasonably satisfy Buyer that the condition of the premises at the time of closing will not give rise to a lien, an assessment, or liability to the Commonwealth of Massachusetts pursuant to M.G.L. C. 21E; and

(c) Seller authorizes Buyer, individually and through its employees, representatives, agents, consultants and contractors, to enter upon the premises from time to time between the execution of this Agreement and the date of delivery of the deed at reasonable times upon prior notice to Seller for the purposes of surveying, engineering, inspections, soil tests, and the like in connection with Buyer's due diligence and elected permitting activities, provided that Buyer promptly restores the premises to its prior conditions. The Buyer, for itself, its employees, representatives, agents and consultants and contractors and its successors and assigns, agrees to defend, indemnify and hold harmless the Seller, and its successors and assigns, and all persons claiming by, through and under the Seller from and against all claims, losses, costs, expenses, damage or liability of any nature resulting from any actions, injury or damage, however caused, including personal injuries and property damage in connection with the Buyer's access to and activities on the premises, resulting from the acts or omissions of Buyer, or its independent contractors or agents. This indemnity and hold harmless agreement shall include indemnity against all expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon; and the defense thereof with counsel acceptable to the Seller or counsel selected by an insurance company that has accepted liability for any such claim.

2. Title. Within ten (10) days of the execution of this Agreement, at Buyer's sole cost and expense, Buyer will order a title search in order to determine that the Seller can convey good and marketable title in and to the Property, subject only to standard title exceptions and such non-standard title exceptions as may be reasonably acceptable to Buyer. In the event title is not in conformity with the foregoing standards, Buyer shall notify Seller in writing of any title objections or defects on or before 5:00 p.m. on the sixtieth (60<sup>th</sup>) Business Day following the date of this Agreement, and Seller shall have the option of correcting such title deficiencies or providing evidence or documentation for the title company to insure over such title deficiencies. In the event Seller is unable to remedy the title deficiencies prior to Closing, or is unwilling to correct the title deficiencies or provide evidence or documentation for the title company to insure over such title deficiencies, Buyer may accept title "as is", without a reduction in the Purchase Price, and Buyer shall not have any action or claim for Damages with regard to any such deficiencies. If Buyer decides not to take title "as is," Buyer's sole remedy at law or in equity shall be termination of this Agreement, with each party being released from any liability or cause of action arising from this Agreement.

3. Permits, Plans, Test Results and Reports. If Buyer fails to obtain subdivision approval as provided for in Paragraph 1 above or if the transaction contemplated by this Agreement is terminated or is otherwise not consummated at the time for performance for any reason other than Seller's default, then Buyer hereby assigns and transfers to Seller all right, title and interest

NO'N

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CDZ

RMD





of Buyer in and to all plans, surveys, engineering studies, reports, test results and the like relating to Seller's premises, all without cost to Seller.

4. Assignment; Recording. This Agreement may not be assigned or recorded by the Buyer without the prior written consent of the Seller and any recordation by Buyer (including a recording of notice hereof) or purported assignment by Buyer in violation of this paragraph shall be considered a default by Buyer under this Agreement, whereupon all deposits hereunder shall be paid to the Seller and shall become the Seller's property and this Agreement shall terminate without further recourse to the Parties hereto. This provision is not in derogation of the Buyer's rights under paragraph four (4) to designate a nominee to take title.

5. Seller Representations. All of Seller's representations under this Agreement and any Rider or Addendum hereto are to the Seller's actual knowledge, made without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or make further inquiry with regard to any topics contained within this Agreement, and are not intended to survive the delivery of the deed. Furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge.

6. Representations and Warranties of Buyer. Buyer represents and warrants to Buyer as follows:

(a) Power and Authority: This Agreement has been duly executed and delivered by Buyer and is the legal, valid, and binding obligation of Buyer, enforceable in accordance with its terms. Buyer has all requisite corporate power and authority, and has taken all necessary corporate action, to purchase and accept such Property from Seller as contemplated hereby, to execute and deliver this Agreement, and to perform its obligations hereunder.

(b) Organization: Buyer is a Corporation validly existing under laws of the Commonwealth of Massachusetts.

(c) Due Authorization: The execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder have been duly authorized by all necessary corporate action or other appropriate governance action, and no other company proceedings on the part of Buyer are necessary to approve and authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(d) Non-Contravention: The execution and delivery of this Agreement by Seller, and the performance of its obligations hereunder, will not: (i) breach or violate any of the provisions of, constitute a default under, or conflict with, the governing documents of Buyer; (ii) create or impose any Encumbrance on the Property; (ii) violate any Law to which Buyer is subject; or (iii) violate or result in a breach in any material respect any agreement to which Buyer is a party.

(e) Consents and Approvals: No authorization, consent, or approval of, or filing with or notice to, any Governmental Body or other Person is required to be obtained by

NO'N F3D CDZ RMD





Buyer in connection with the execution and delivery of this Agreement by Buyer or the performance of its obligations hereunder.

7. Notice. All notices required or permitted to be given under the terms of this Agreement shall be in writing and delivered by hand, by certified mail, postage prepaid, by express courier service or by facsimile transmission and electronic mail, in the case of SELLER to the address above or to SELLER's attorney, John C. Geary, Geary & Geary, LLP, 32 Church Street, Lowell, MA 01852, Facsimile # 978-458-1337, email: [jcg@gearyandgeary.com](mailto:jcg@gearyandgeary.com) provided if any such notice is sent to SELLER a copy shall be sent to SELLER's attorney, and in the case of BUYER to the address above or to BUYER's attorney, Michael Migliori, Esq., 18 Essex Street, Haverhill, MA 01830; Facsimile # \_\_\_\_\_; email: [mmigliori@fimidlaw.com](mailto:mmigliori@fimidlaw.com), provided if any such notice is sent to BUYER, a copy shall be sent to BUYER's attorney, or in the event of either party to such other address as shall be designated by notice given to the other party in compliance with this paragraph. Except as otherwise provided for herein, notice shall be deemed given on (a) the date of receipt if delivered by hand, if sent by express courier service, and the date transmitted (provided proof of transmission is retained) if by facsimile or email transmission or (b) the earlier of the date of receipt and the date of first attempted delivery by the U.S. Postal Service, if transmitted by mail as aforesaid.

8. Electronic and Facsimile Signatures. In order to facilitate the execution and delivery of certain documents contemplated hereby; the Parties acknowledge that any signatures obtained electronically or by facsimile shall be relied upon by the parties as original signatures to any such document.

Executed under seal as of the date of the Agreement, by

SELLER: Estate of Frank J. Dudley  
By: Nancy O'Neill, P.R.  
Nancy O'Neill, P.R. and  
individuals  
August 28, 2023

BUYER: JR Builders, Inc.,  
By: Lawrence Palmisano  
Larry R. Palmisano, President  
dotloop verified  
08/28/23 11:22 AM EDT  
CBZT-DPOA-LAPH-XFGW

SELLER: Carol Szpuk  
Carol Szpuk  
8/29/23

SELLER: Robert Dudley  
Robert Dudley  
September 1, 2023

SELLER: Frank J. Dudley, Jr.  
Frank J. Dudley, Jr.  
August 28, 2023

FIORELLO & MIGLIORI  
ATTORNEYS AT LAW

KAREN L. FIORELLO  
(Retired)

MICHAEL J. MIGLIORI  
mmigliori@fimilaw.com

280 Merrimack Street  
Suite B  
Methuen, Massachusetts 01844  
FAX 978-849-5191

March 7, 2024  
Mr. Thomas Sullivan  
Haverhill City Council President  
Haverhill City Hall 4 Summer Street  
Haverhill, MA 01830

RE: Special Permit (SPGA):  
Owner: Frank Dudley c/o Nancy O'Neill, Essex Properties Trust  
Applicant: JR Builders, INC  
Location: Broadway and Emma Rose Circle  
Parcel ID: 539-439-9A, 539-439-D  
Chapter 255 Section 8.4 JR Builders, INC

Brief in Support of a Flexible Development at Broadway,  
Haverhill, Massachusetts

Pursuant to the Code of the City of Haverhill, Chapter 255 sec. 8.4 (Flexible Development), the applicant, JR Builders, INC., wishes to develop 50 acres of land currently comprised of two parcels owned by two separate owners. The project planned would create 26 new residential single-family homes located on approximately 20 acres of land and provide dedicated open space to be deeded to the City of Haverhill on the remaining 30 acres. The development is designed to preserve open land, protect the natural environment, protect the value of real property, promote more sensitive siting of buildings, perpetuate the appearance of the City's traditional New England landscape, facilitate the construction and maintenance of streets, utilities, and public services in a more economical and efficient manner, and offer an alternative to standard subdivision development.

## Background

The land to be developed abuts Emma Rose Circle. The Emma Rose subdivision, which consists of ten beautiful homes, was developed by Mr. Palmisano about six years ago.

Since that time Larry has been in discussions with the owners of the larger parcel in our plans for many years trying to purchase the land due to its location abutting Emma Rose Circle and due to the success the Emma Rose subdivision became. It seemed logical to continue Emma Rose Circle into the site subject of this Special Permit and create another beautiful subdivision using the Flex Zoning Ordinance because of the size of the parcel.

By using the Flex Development process, it allows Larry to donate 30 Acres of open space land to the city for trails, hiking and all outdoor activities while leaving it in its natural state as undeveloped forever.

While we were working with the city departments through the Preliminary Project Review process, we were advised that one of the sellers, Mr. Shinberg who owns the rear parcel that makes up this development, also owned a parcel of land on Amesbury Road located in the WSOPD and directly abuts the Whittier Homestead property. Mr. Shinberg was in the process of selling the parcel, which is almost 9 acres, for development.

We had discussions about the importance and value of the parcel if the city was able to pursue the purchase of the parcel.

The city apparently was unable to purchase the parcel.

Mr. Palmisano decided he would purchase the parcel and donate it to the city if his project is approved.

**Special Permit  
Pursuant to Chapter 255  
sec. 8.4 (Flexible Zoning)**

Special Permits are granted upon the City Council's written determination that the proposed use or structures shall not cause substantial detriment to the neighborhood or the City, taking into account the characteristics of the site and of the proposal in relation to that site.

The Applicant, in support of his application for a Special Permit, meets the requirements of Ch. 255-8.4 and meets the requirements to develop 26 residential homes. Pursuant to the Table of Dimensional and Density Regulations the Lot can be developed with 18 homes. Chapter 255 sec 8.4.7, allows for a density bonus which brings us to the 26 lots we are requesting.

"The SPGA may award a density bonus to increase the number of dwelling units beyond the basic maximum number. The density bonus for the flexible development shall not, in the aggregate, exceed 40% of the basic maximum number.

1. *For each additional 10% of the site over the open space required below and set aside as contiguous open space, a bonus of 5% of the basic maximum number may be awarded; provided, however, that this density bonus shall not exceed 20% of the basic maximum number.*
2. *Where the SPGA determines that the applicant has offered significant amenities to the city, including but not limited to infrastructure improvements, equipment, or technical assistance, a bonus of up to 20% of the basic maximum number may be awarded."*

The plan submitted by Mr. Palmisano was developed to meet the express purpose and intent of section 8.4 and the density bonus requirements of 8.4.7.



Mr. Palmisano has been very generous with his open space offering of 30 acres at the site of the development, allowing for a trail system around the development for public recreational use. These offerings are significant when compared with other developments that incorporate large portions of wetlands. The wetlands located on this site are minimal.

Further, the purchase of the Amesbury Road parcel located in the WSOPD and which abuts the Whittier Homestead which the city will receive can be viewed as a significant amenity being given to the city.

Additionally, Mr. Palmisano is providing other enhancements such as fire suppression systems and infrastructure improvements to the city's water system.

The Flexible Development plan Mr. Palmisano has submitted for this site, in addition to addressing the purpose and intent of the ordinance, also significantly reduces a number of adverse environmental impacts that would be seen in a conventional 18 lot subdivision that can be developed on the site by right.

The Flexible Development plan as presented complies with the requirements of the ordinance and clearly addresses the goals sought to be achieved by the Flexible Development Ordinance.

Sincerely yours,



Michael J. Migliori

FLEXIBLE  
DEVELOPMENT  
IN  
HAVERHILL, MA  
FEBRUARY 2024



GRAPHIC SCALE  
0 50 100 200 400  
( IN FEET )  
1 inch = 400'

PREPARED FOR  
JR BUILDERS, INC.  
16 INDUSTRIAL WAY  
SALEM, NH 03079

NO.	DATE	DESCRIPTION	BY	DATE	CALC. BY	CHKD. BY	PROJECT

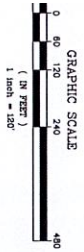
**MILLENNIUM ENGINEERING, INC.**  
ENGINEERING AND LAND SURVEYING  
62 ELM ST. SUITE 201, MA 01827 (978) 483-8980  
13 WILSON RD. DEXTER, NH 03023 (603) 778-0528

SCALE: 1"=120'  
DATE: MAR. 5, 2024  
CQC. BY: J.T.M.  
CHD. BY: E.W.B.  
PROJECT: M234272

SITE PLAN  
IN  
HAVERHILL, MA  
AT  
BROADWAY

COVER  
SHEET  
SHEET: C-1





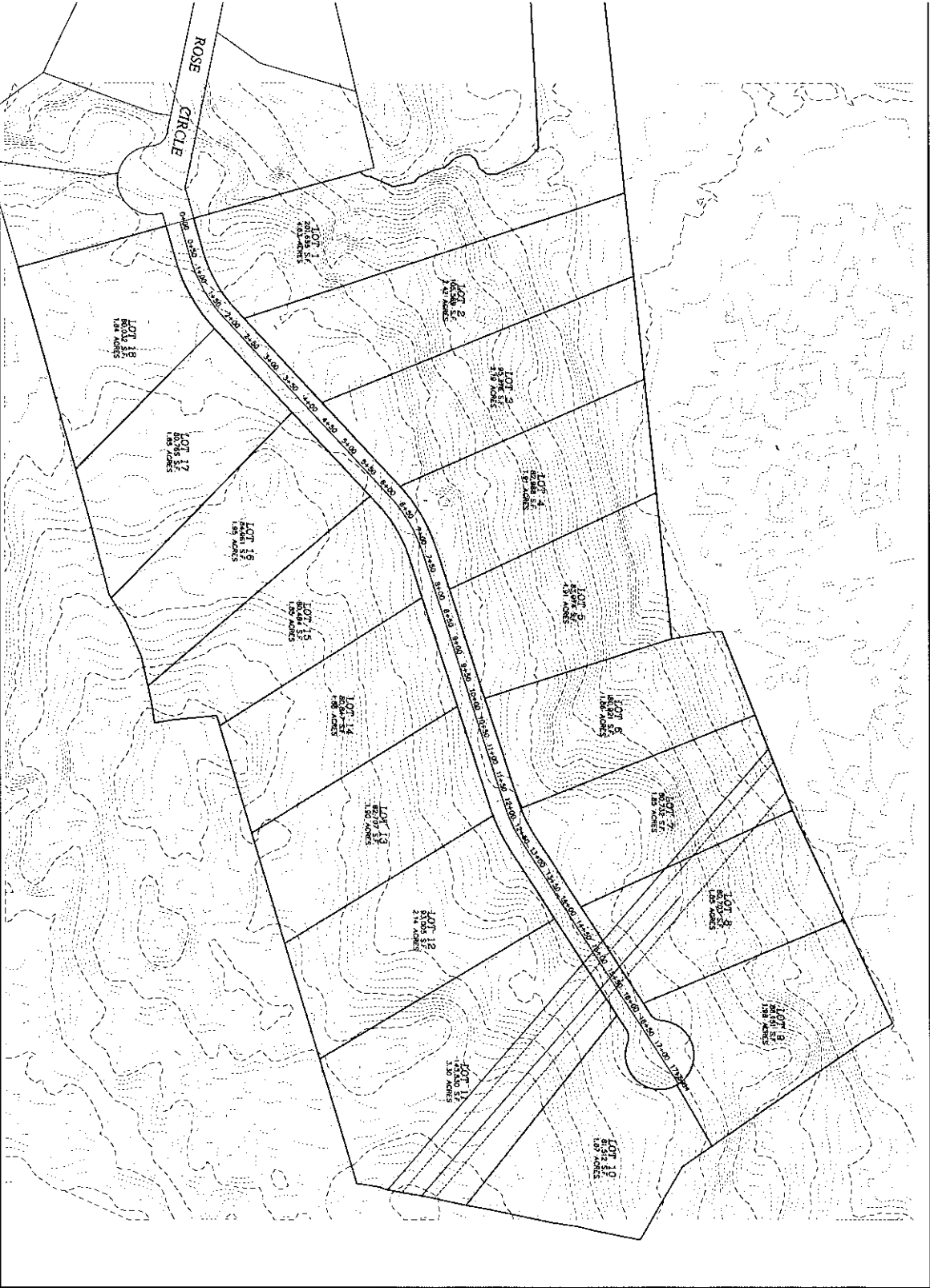
PREPARED FOR  
JR BUILDERS, INC.  
15 INDUSTRIAL WAY  
SALEM, NH 03079

NO.	DATE	DESCRIPTION	BY

**MEI** **MILLENNIUM ENGINEERING, INC.**  
ENGINEERING AND LAND SURVEYING  
62 ELM ST. SUSSERY, MA 01953 (978) 463-9880  
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528  
SCALE: 1" = 120'  
DATE: MAR 5, 2024  
CALC. BY: M.S.  
PROJECT: W234272

**SITE PLAN**  
IN  
**HAVERHILL, MA**  
AT  
**BROADWAY**

**EXISTING**  
**CONDITIONS**  
SHEET: C-2



GRAPHIC SCALE

0 40 80 160 320

( IN FEET )

1 inch = 80'

PREPARED FOR

JR BUILDERS, INC.

15 INDUSTRIAL WAY

SACON, NH 03075

NO.	DATE	DESCRIPTION	BY	SCALE	DATE	CHKD.	BY	PROJECT
				SCALE: 1"=20'	MAR 5, 2024			PROJECT: W214272

MILENNIUM ENGINEERING, INC.

ENGINEERING AND LAND SURVEYING

62 ELM ST. SUITE 201, AM 01823 (978) 483-8880

13 HAWTHORN RD. CENTER, NH 03243 (603) 776-0526

SITE PLAN

IN

HAVERHILL, MA

AT

O BROADWAY

YIELD

PLAN

SHEET: C-3



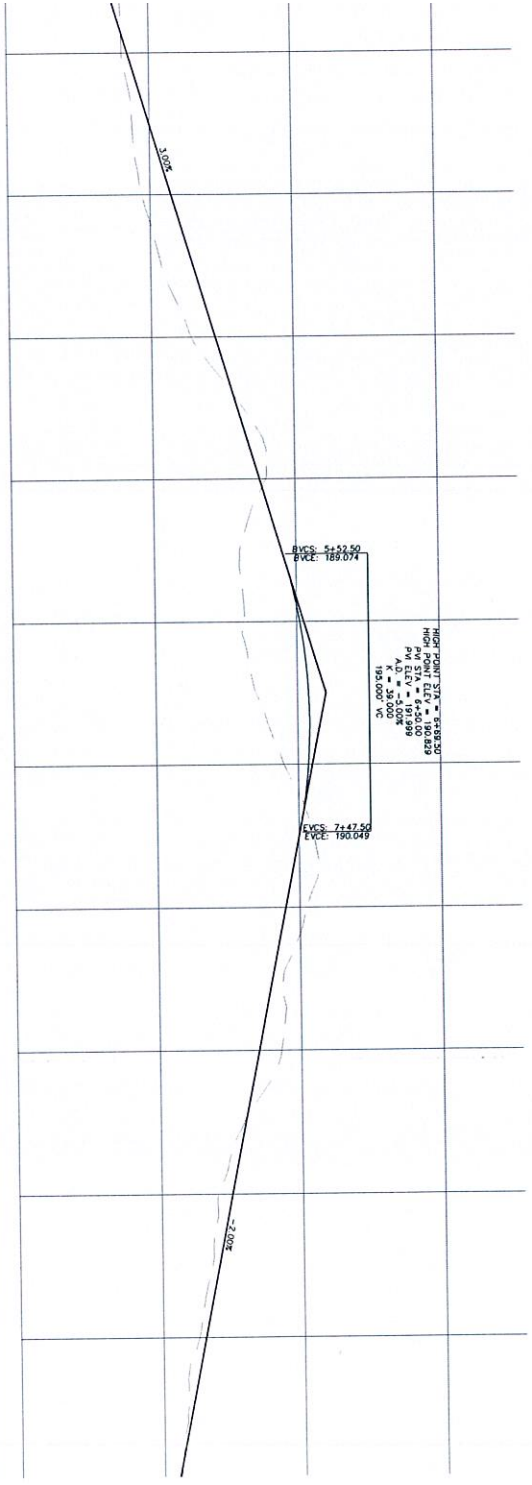
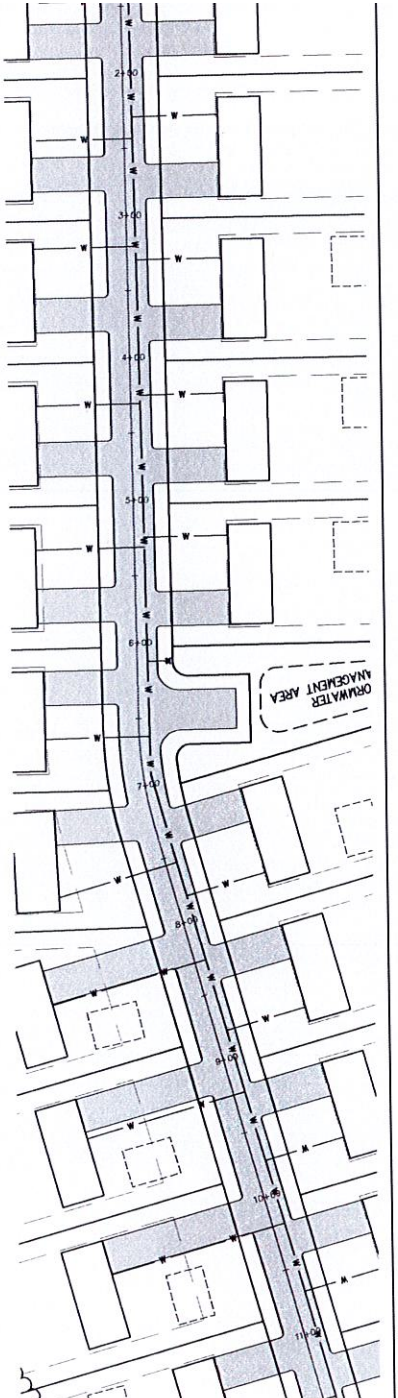




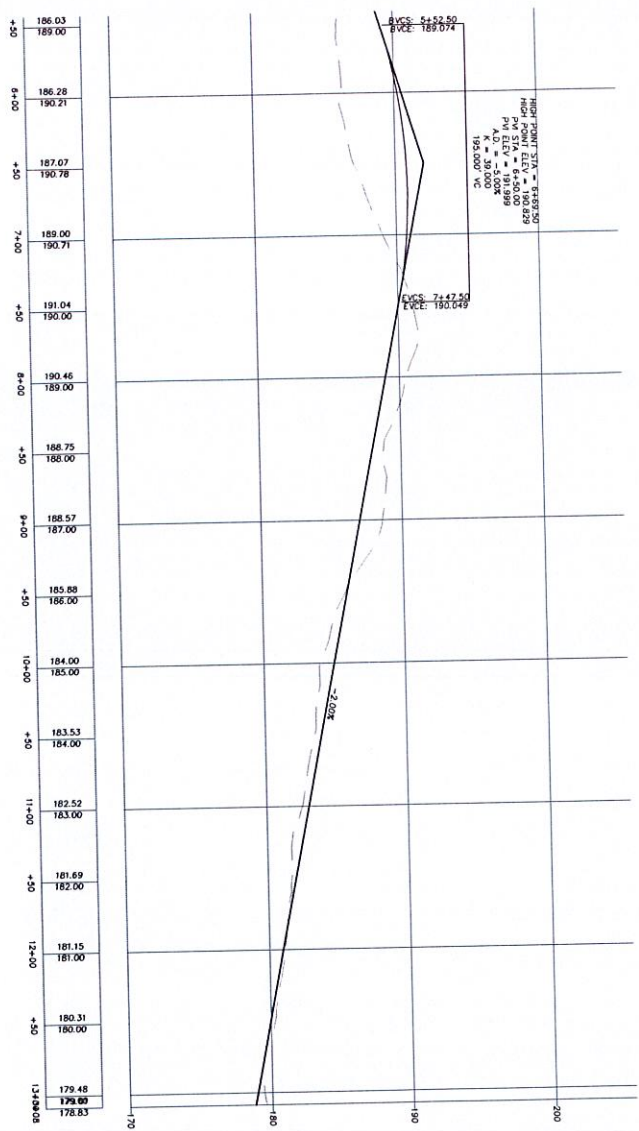
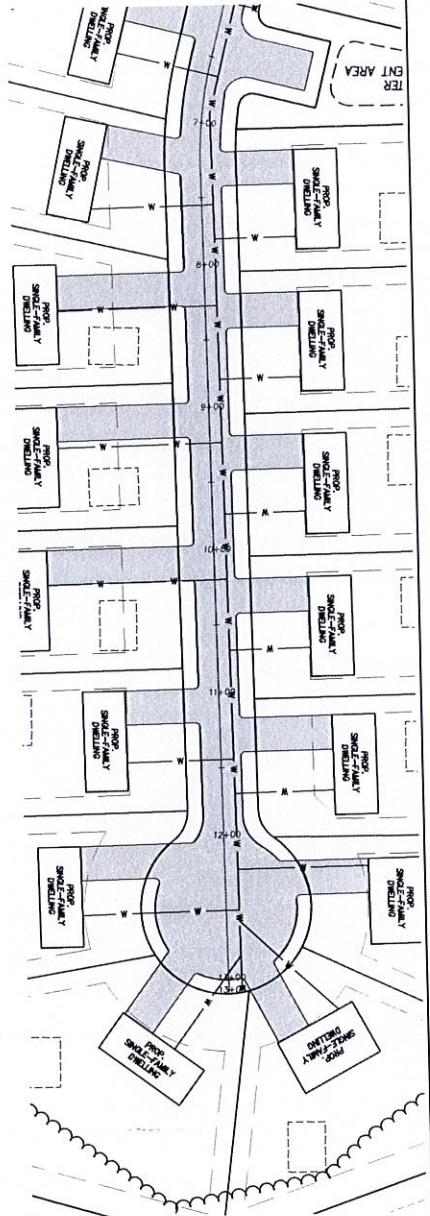




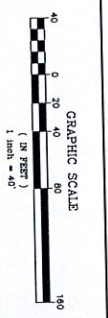


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SITE PLAN  
IN  
HAVERHILL, MA  
AT  
O BROADWAY



THIS PLAN IS FOR PERMITTING PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION.



PREPARED FOR  
JR BUILDERS, INC.  
18 ROUSSEAU AVENUE  
SALEM, MA 01970

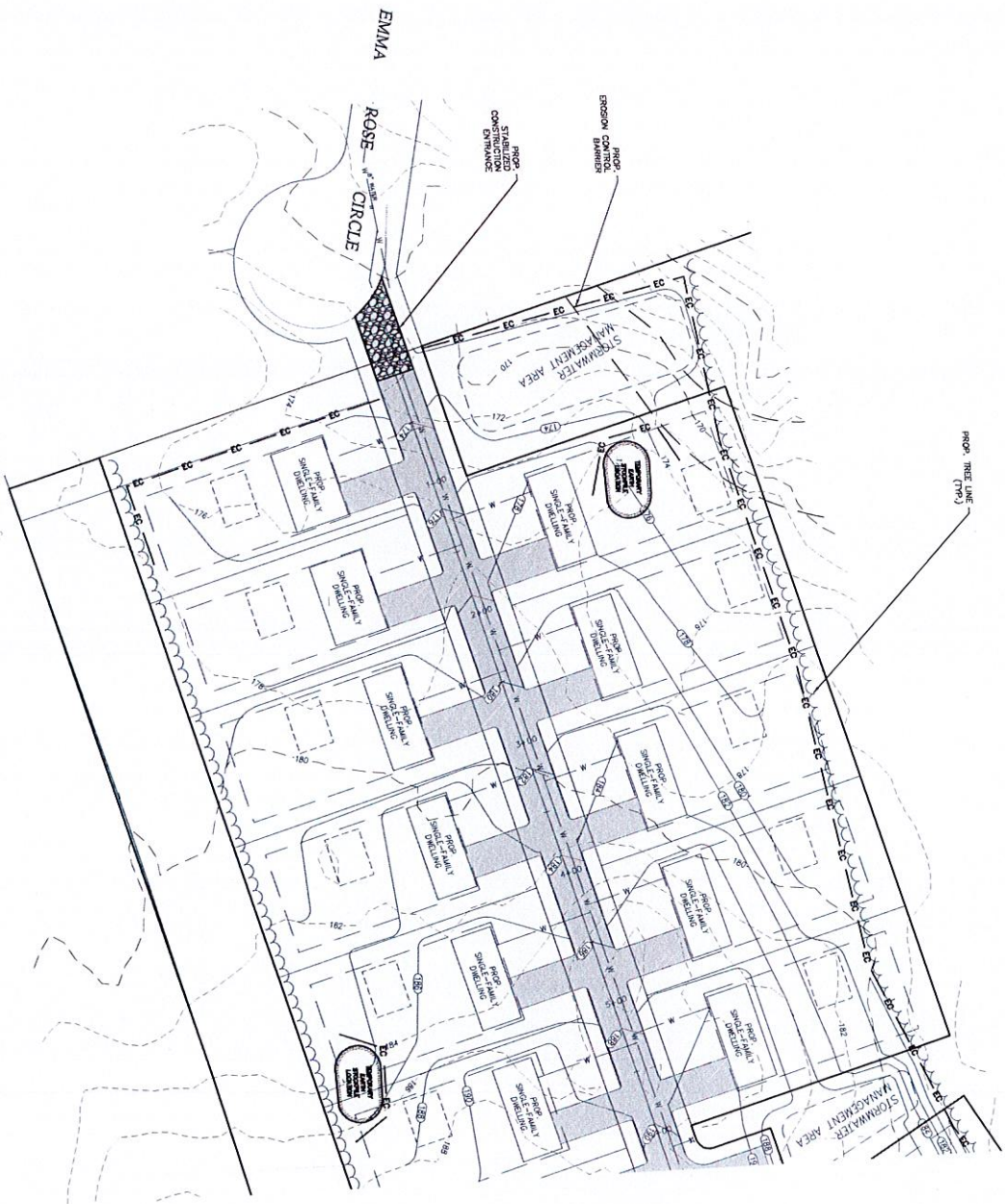
NO.	DATE	DESCRIPTION	BY

**MEI** MILLENNium ENGINEERING, INC.  
ENGINEERING AND LAND SURVEYING  
62 ELM ST. SUITE 200, MA 01922 (978) 453-8880  
13 HAMPTON RD. EXETER, NH 03823 (603) 779-0558  
SCALE: 1"=40'  
DATE: MAR 5, 2024  
CALC: BT, JTL  
CHECK: BT, EWB  
PROJECT: M234272

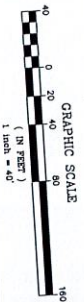
**SITE PLAN**  
HAVERHILL, MA  
AT  
O BROADWAY

**PLAN & PROFILE**  
SHEET C-8





THIS PLAN IS FOR PERMITTING PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION.



PREPARED FOR  
JP BUILDERS, INC.  
15 INDUSTRIAL WAY  
SLACK, NJ 08079

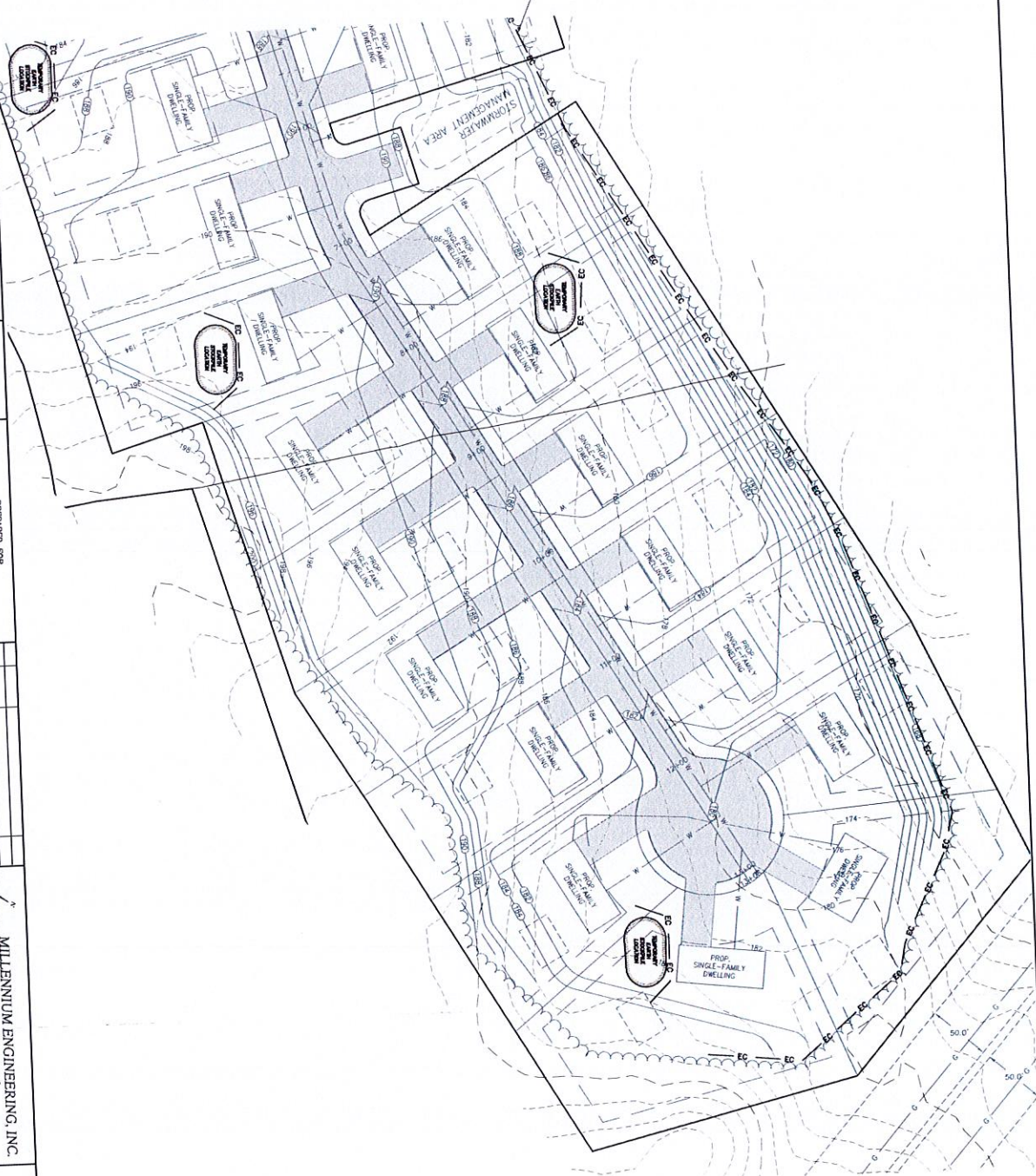
NO.	DATE	DESCRIPTION	BY
1	MAR 5, 2024	SCALE 1"=40'	MEI
2		CALC. BY: JTL	
3		CHECKED BY: EWS	
4		PROJECT: M234272	

**MEI** **MILLENNIUM ENGINEERING, INC.**  
ENGINEERING AND ARCHITECTURE  
12 HAWORTH RD. EXETER, NJ 08833 (609) 775-0558

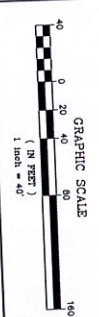
**SITE PLAN**  
IN  
HAVERHILL, MA  
0 BROADWAY

EROSION &  
SEDIMENTATION  
CONTROL  
PLAN  
SHEET C-9





THIS PLAN IS FOR PERMITTING PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION.



PREPARED FOR  
JR BUILDERS, INC.  
18 INDUSTRIAL WAY  
SALEM, NH 03075

NO.	DATE	DESCRIPTION	BY

MEI  
MILLENNIUM ENGINEERING, INC.  
ENGINEERING & ARCHITECTURE  
13 HAMPTON RD. EXETER, NH 03333 (603) 778-0528  
SCALE: 1"=40'  
DATE: MAR 5, 2024  
CALC BY: AT/L  
CHKD BY: EMB  
PROJECT: W234272

SITE PLAN  
IN  
HAVERHILL, MA  
AT  
O BROADWAY

EROSION & SEDIMENTATION CONTROL PLAN  
SHEET: C-10

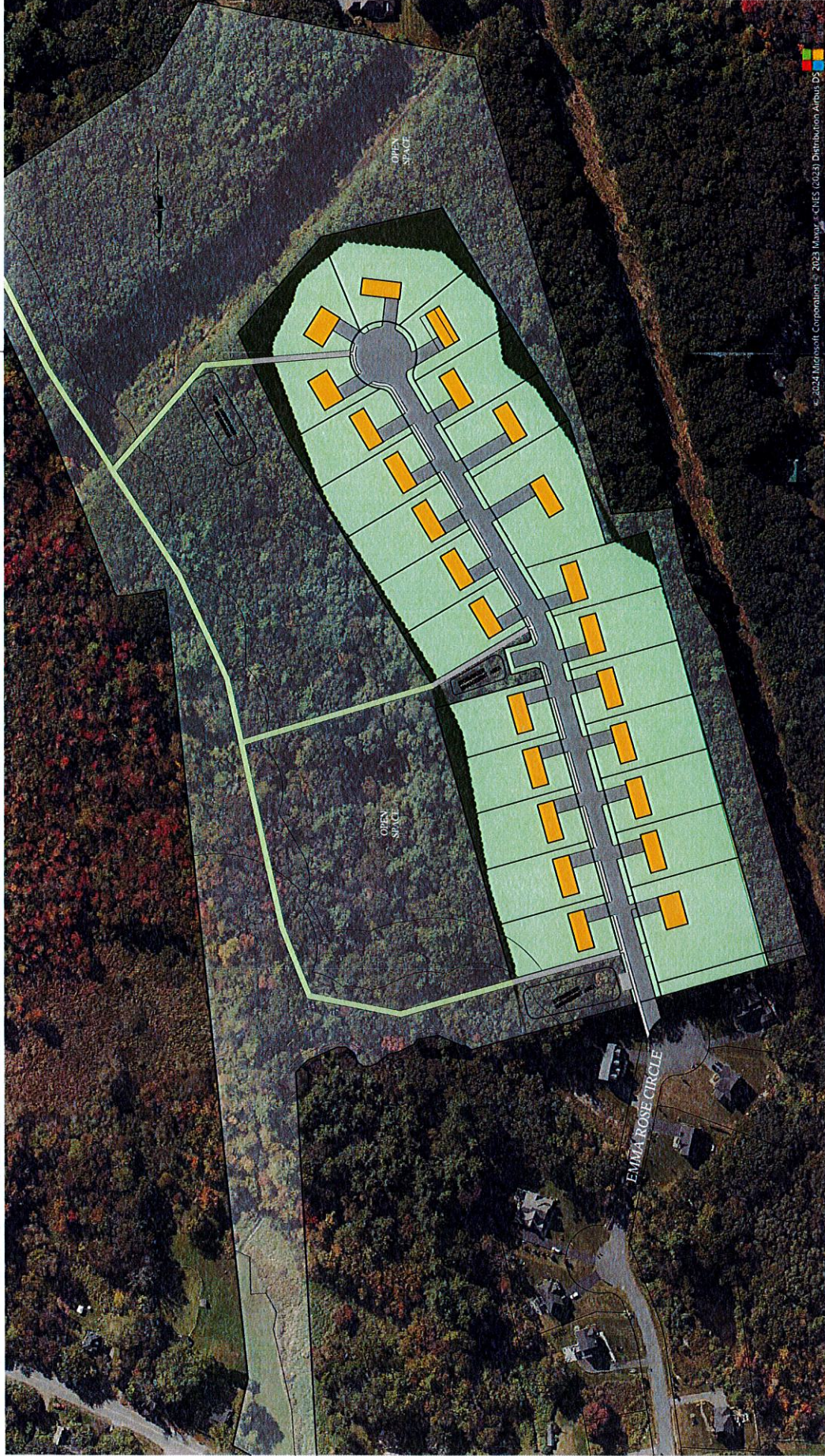




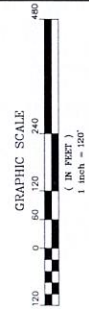


<p>GRAPHIC SCALE</p>		<p>PREPARED FOR</p> <p><b>JR. BUILDERS, INC.</b> 1000 GARDEN STREET SALEM, MA 01970</p>	<p>NO. DATE DESCRIPTION BY</p>		<p><b>MEI</b> <b>MILLENNIUM ENGINEERING, INC.</b> ENGINEERING AND LAND SURVEYING 1000 GARDEN STREET SALEM, MA 01970 (978) 453-9885 10 HAMPTON ROAD, BOSTON, MA 02133 (617) 778-0828</p>	<p>CONCEPT PLAN IN HAVERHILL, MA AT 0 BROADWAY</p>	<p>CONCEPTUAL YIELD PLAN</p>
<p>SCALE: 1" = 80'</p>		<p>DATE: NOV. 29, 2023</p>	<p>CALC. BY: J.T.M.</p>	<p>PROJECT: M234272</p>	<p>SHEET: 1 OF 1</p>		






THIS PLAN IS FOR PERMITTING PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION.



PREPARED FOR  
**JR BUILDERS, INC.**  
18 INDUSTRIAL WAY  
SALEM, NJ 08075

NO.	DATE	DESCRIPTION	BY
1	4/30/24	REVISIONS PER CITY COMMENTS	J.T.M.



**MILLENNIUM ENGINEERING, INC.**  
ENGINEERING AND LAND SURVEYING  
15 JAMES ST., SUITE 200  
JACKSON, NJ 07033 (908) 443-1888  
(908) 443-1889  
15 JAMPTON RD., SUITE 200  
JACKSON, NJ 07033 (908) 778-9829

SCALE: 1"=120'

DATE: MAR 5, 2024

CALC. BY: J.T.M.

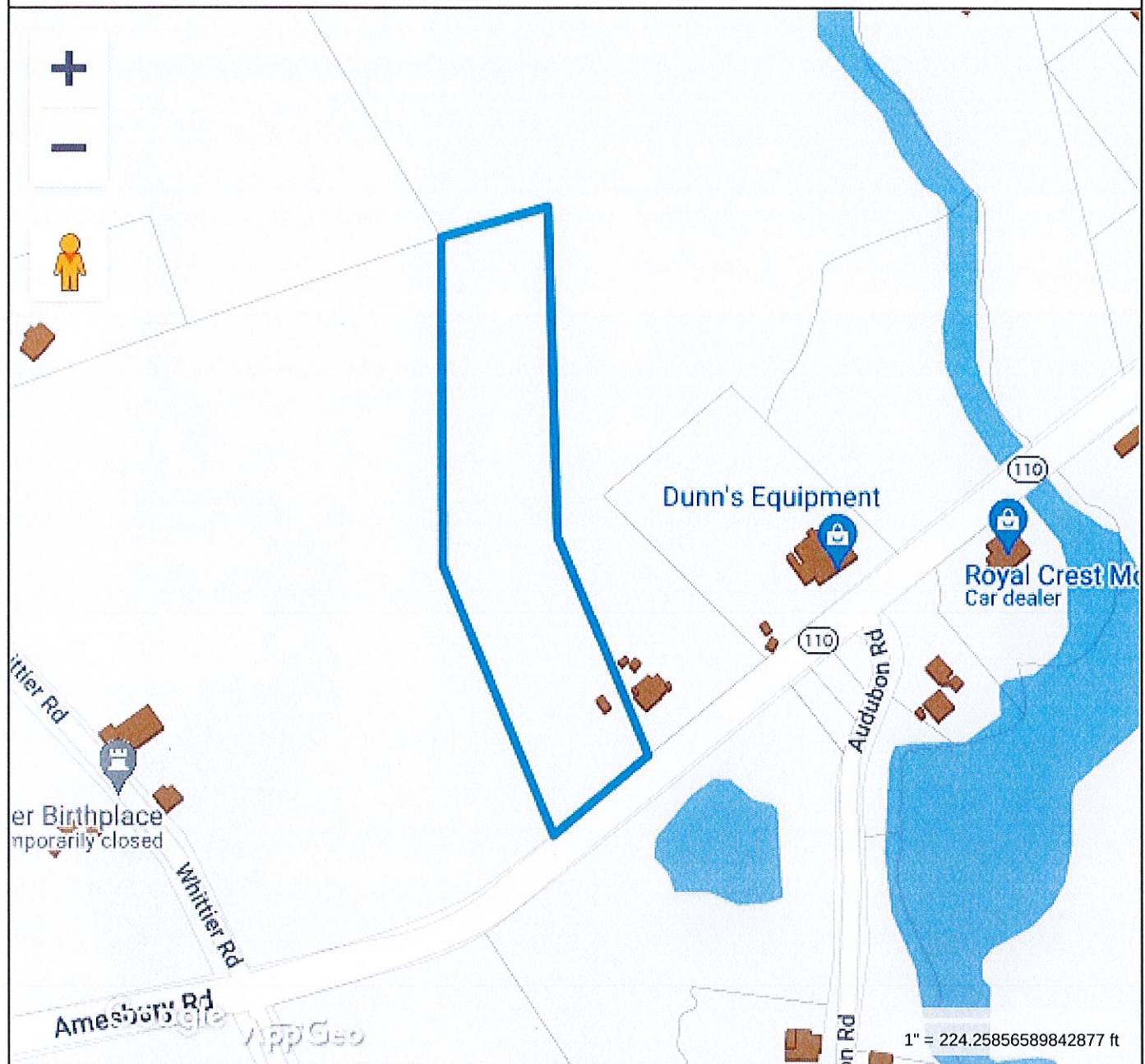
CHD. BY: E.W.B.

PROJECT: M234272

**SITE PLAN**  
IN  
**HAVERHILL, MA**  
AT  
**BROADWAY**

**PRESENTATION PLAN**  
  
SHEET: C-1



**Property Information**

Property ID 440-2-6  
Location AMESBURY RD  
Owner ESSEX PROPERTIES TRUST

**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

City of Haverhill, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated February 5, 2019  
Data updated February 4, 2019

Print map scale is approximate.  
Critical layout or measurement  
activities should not be done using  
this resource.



The Trustees of the John Greenleaf Whittier Homestead support the conservation of land abutting the Whittier Birthplace and look forward to working with the City of Haverhill in these efforts. The Whittier Birthplace was organized in April 1893 to preserve the historic landscape, house, and other buildings as nearly as may be, in the same condition as when John Greenleaf Whittier lived on the farmstead and to provide public access to the property so that the legacy of Whittier's literary and abolition works may be remembered.

Cindy Davis Jackson - President

James Cleary - Vice President

Marcia Rogers - Treasurer

Linda Koutoulas -Secretary

Arthur Veasey

Lynda Brown

James Carbone

Robyn Tretter

Thomas Phaneuf



MELIDA 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@CITYOFHAVERHILL.COM  
WWW.CI.HAVERHILL.MA.US

April 18, 2024

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

**RE: Harbor Commission-Francis Pelosi**

Dear Council President and Members of the Haverhill City Council:

I hereby appoint Francis Pelosi, 33 Hyatt Avenue, Haverhill to the Harbor Commission. This is a non-confirming appointment which takes effect immediately and expires on April 30<sup>th</sup>, 2026.

Sincerely,

**Melinda E. Barrett  
Mayor**

MEB/em

MAY 3 AM8:28  
HVCITYCLERK



## EVNT-24-7

Event Permit

Status: Active

Submitted On: 4/2/2024


### Primary Location


10 CHURCH ST  
Bradford, MA 01835

### Owner


FIRST CHURCH OF CHRIST  
CHURCH ST 10 BRADFORD,  
MA 01835

### Applicant

 Michael Rossi

 978-372-9076

 rossim@merrimack.edu

 99 Old Amesbury Line  
Road

Haverhill, MA 01830-1830

## Organization Information

### Organization\*

Greater Haverhill Arts Association

### Organization Phone\*

978-521-0215

### Organization Address\*

69 Farrwood Drive, Bradford

### Organization City\*

Haverhill

### Organization State\*

MA

### Organization Zip\*

01835

### Is the Organization Tax Exempt?\*

Yes

### Is the Organization Non-Profit?\*

Yes

### Is the Organization a House of Worship?\*

No

## Contact Information

**Contact Name\***

Michael Rossi

**Contact Title\***

President, GHAA

**Contact Phone\***

978-387-5302

**Contact Email\***

rossim@merrimack.edu

**Contact Address\***

99 Old Amesbury Line Road

**Contact City\***

Haverhill

**Contact State\***

MA

**Contact Zip\***

01830

## Property Owner Information

**Property Owner Name\***

First Church of Christ, Bradford

**Property Owner Phone\***

978-374-1114

**Property Owner Address\***

10 Church Street

**Property Owner City\***

Bradford

**Property Owner State\***

MA

**Property Owner Zip\***


01835

**Is the Applicant the Property Owner? ?**

No



## Event Information

Description of event\* 

Annual GHAA Art Festival (Outdoor Exhibit & Sale of Art)

Type of Event\*

Festival

Event Date\*

09/07/2024

Event Location\*

Bradford Common

is the Event on Bradford Common?\* 

Yes

Is the Event on City Property?\*

No

Event Venue\*

Outdoor

Number of Anticipated Attendees\*

150

Are You Requesting Additional Fees Be Waived?  
(APPLICATION FEE IS NOT WAIVABLE)\*

Yes

Event Start Time\*

9:00 AM

Event End Time\*

3:00 PM

Will Food Be Served/Sold at the Event?\*

No

Any Helpful Comments about Food

**Special Considerations (i.e. fireworks)\* ⓘ**

Set-up for participating artists 7:30-9:00 AM

## Parking Information

**Number of Parking Spaces Onsite\***

20

**Have Off-site Parking Arrangements Been Made?\***

Yes

**IF YES, Please Provide Details of Offsite Arrangements\***

20 spaces in church lot, more on street

**Are There Charges/Fees for Parking?\***

No

## Sanitation Information

**Number of Public Restrooms Available\***

3

**Type of Toilets\***

Permanent

**Please Describe Plans for Solid Waste Disposal & Recycling\***

city barrels on site

## General Release & Indemnity Agreement

Yes\*








## Terms of Understanding

Yes\*



## Attachments

	<b>Event Agreements, Leases &amp; Contracts</b> Art Festival 2024 Details and Map.docx Uploaded by Michael Rossi on Apr 2, 2024 at 5:18 PM	REQUIRED
	<b>General Release &amp; Indemnity Agreement</b> General Release Indemnity Agreement 2024.docx Uploaded by Michael Rossi on Apr 2, 2024 at 4:13 PM	REQUIRED
	<b>Proof of Non-Profit Status</b> GHAA 2022 Form PC p1.pdf Uploaded by Michael Rossi on Apr 2, 2024 at 4:14 PM	REQUIRED
	<b>Property Owner's Written Consent</b> 2024 FCC Letter.pdf Uploaded by Michael Rossi on Apr 2, 2024 at 4:14 PM	REQUIRED
	<b>Letter of Agreement from First Church of Christ</b> 2024 FCC Letter.pdf Uploaded by Michael Rossi on Apr 2, 2024 at 4:15 PM	





### Proof of Insurance

3DS5475-M3871209 Certificate of Insurance GHAA and Haverhill.pdf  
Uploaded by Michael Rossi on Apr 2, 2024 at 5:10 PM

REQUIRED



### CoverLetterCityCouncil2024AF.docx

CoverLetterCityCouncil2024AF.docx  
Uploaded by Michael Rossi on Apr 2, 2024 at 4:16 PM

## History

Date	Activity
5/3/2024, 8:33:56 AM	Kaitlin Wright waived approval step Public Works Director Approval on Record EVNT-24-7
4/26/2024, 10:28:30 AM	Kaitlin Wright assigned approval step City Council Approval to Kaitlin Wright on Record EVNT-24-7
4/12/2024, 11:11:46 AM	Kevin Lynch approved approval step Police Department Approval on Record EVNT-24-7
4/3/2024, 9:18:19 AM	Eric Tarpay approved approval step Fire Inspector Approval on Record EVNT-24-7
4/2/2024, 7:48:06 PM	Tom Bridgewater approved approval step Building Inspector Approval on Record EVNT-24-7
4/2/2024, 6:39:21 PM	approval step Building Inspector Approval was assigned to Tom Bridgewater on Record EVNT-24-7
4/2/2024, 6:39:21 PM	approval step Public Works Director Approval was assigned to Robert Ward on Record EVNT-24-7
4/2/2024, 6:39:21 PM	approval step Police Department Approval was assigned to Kevin Lynch on Record EVNT-24-7
4/2/2024, 6:39:21 PM	approval step Fire Inspector Approval was assigned to Eric Tarpay on Record EVNT-24-7
4/2/2024, 6:39:21 PM	Kaitlin Wright approved approval step City Clerk Approval on Record EVNT-24-7
4/2/2024, 5:23:57 PM	approval step City Clerk Approval was assigned to Kaitlin Wright on Record EVNT-24-7
4/2/2024, 5:23:56 PM	completed payment step Event Permit Payment on Record EVNT-24-7
4/2/2024, 5:20:50 PM	Michael Rossi submitted Record EVNT-24-7
4/2/2024, 3:51:58 PM	Michael Rossi altered Record EVNT-24-7, changed ownerEmail from "" to "office@ccbradford.org"
4/2/2024, 3:51:58 PM	Michael Rossi altered Record EVNT-24-7, changed ownerPhoneNo from "" to "978-374-1114"

Date	Activity
4/2/2024, 3:47:15 PM	Michael Rossi started a draft of Record EVNT-24-7

## Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Event Permit Payment	4/2/2024, 5:20:51 PM	4/2/2024, 5:23:56 PM	Michael Rossi	-	Completed
 City Clerk Approval	4/2/2024, 5:23:57 PM	4/2/2024, 6:39:21 PM	Kaitlin Wright	-	Completed
 Building Inspector Approval	4/2/2024, 6:39:21 PM	4/2/2024, 7:48:06 PM	Tom Bridgewater	-	Completed
 Fire Inspector Approval	4/2/2024, 6:39:21 PM	4/3/2024, 9:18:19 AM	Eric Tarpy	-	Completed
 Police Department Approval	4/2/2024, 6:39:21 PM	4/12/2024, 11:11:46 AM	Kevin Lynch	-	Completed
 Public Works Director Approval	4/2/2024, 6:39:21 PM	5/3/2024, 8:33:56 AM	Robert Ward	-	Skipped
 City Council Approval	4/26/2024, 10:28:31 AM	-	Kaitlin Wright	-	Active
 Event Permit Issued	-	-	-	-	Inactive



City of Haverhill, MA

May 3, 2024

EVNT-24-7

## Building Inspector Approval

Event Permit

**Status:** Complete

**Assignee:** Tom Bridgewater

**Became Active:** Apr 2, 2024

**Completed:** Apr 2, 2024

### Applicant

Michael Rossi  
rossim@merrimack.edu  
99 Old Amesbury Line Road  
Haverhill, MA 01830-1830  
978-372-9076

### Primary Location

10 CHURCH ST  
Bradford, MA 01835

### Owner:

FIRST CHURCH OF CHRIST  
10 CHURCH ST BRADFORD, MA 01835





City of Haverhill, MA

May 3, 2024

EVNT-24-7

## City Clerk Approval

Event Permit

**Status:** Complete

**Assignee:** Kaitlin Wright

**Became Active:** Apr 2, 2024

**Completed:** Apr 2, 2024

### Applicant

Michael Rossi  
rossim@merrimack.edu  
99 Old Amesbury Line Road  
Haverhill, MA 01830-1830  
978-372-9076

### Primary Location

10 CHURCH ST  
Bradford, MA 01835

### Owner:

FIRST CHURCH OF CHRIST  
10 CHURCH ST BRADFORD, MA 01835



City of Haverhill, MA

May 3, 2024

EVNT-24-7

## Fire Inspector Approval

Event Permit

**Status:** Complete

**Assignee:** Eric Tarpy

**Became Active:** Apr 2, 2024

**Completed:** Apr 3, 2024

### Applicant

Michael Rossi  
rossim@merrimack.edu  
99 Old Amesbury Line Road  
Haverhill, MA 01830-1830  
978-372-9076

### Primary Location

10 CHURCH ST  
Bradford, MA 01835

### Owner:

FIRST CHURCH OF CHRIST  
10 CHURCH ST BRADFORD, MA 01835



City of Haverhill, MA

May 3, 2024

EVNT-24-7

## Police Department Approval

Event Permit

**Status:** Complete

**Assignee:** Kevin Lynch

**Became Active:** Apr 2, 2024

**Completed:** Apr 12, 2024

### Applicant

Michael Rossi  
rossim@merrimack.edu  
99 Old Amesbury Line Road  
Haverhill, MA 01830-1830  
978-372-9076

### Primary Location

10 CHURCH ST  
Bradford, MA 01835

### Owner:

FIRST CHURCH OF CHRIST  
10 CHURCH ST BRADFORD, MA 01835





City of Haverhill, MA

May 3, 2024

EVNT-24-7

## Public Works Director Approval

### Event Permit

**Status:** Skipped

**Became Active:** Apr 2, 2024

**Assignee:** Robert Ward

**Completed:** May 3, 2024

### Applicant

Michael Rossi  
rossim@merrimack.edu  
99 Old Amesbury Line Road  
Haverhill, MA 01830-1830  
978-372-9076

### Primary Location

10 CHURCH ST  
Bradford, MA 01835

### Owner:

FIRST CHURCH OF CHRIST  
10 CHURCH ST BRADFORD, MA 01835

### Comments

**Kaitlin Wright, Apr 23, 2024**

@Robert Ward Please review so we can place this item on the Council agenda.

**Kaitlin Wright, May 3, 2024**

Skipping over DPW review due to lack of response



## EVNT-24-13

Event Permit

Status: Active

Submitted On: 4/25/2024

### Primary Location


10 CHURCH ST  
Bradford, MA 01835


### Owner


FIRST CHURCH OF CHRIST  
CHURCH ST 10 BRADFORD,  
MA 01835

### Applicant

 Dustin MacIver

 978-810-0337

 dustinmaciver@gmail.com

 1019 W Lowell Ave  
Haverhill, MA 01832-1146

## Organization Information

MAY 3 AM 3:45  
HPO/CITYCLERK

### Organization\*

Haverhill Garden Club

### Organization Phone\*

508-265-4820

### Organization Address\*

31 Eastland Terrance

### Organization City\*

Haverhill

### Organization State\*

Massachusetts

### Organization Zip\*

01830

### Is the Organization Tax Exempt?\*

Yes

### Is the Organization Non-Profit?\*

Yes

### Is the Organization a House of Worship?\*

No

## Contact Information

Contact Name\*

Dustin MacIver

Contact Title\*

Garden Club Plant Sale Co-Chair

Contact Phone\*

978-810-0337

Contact Email\*

DustinMacIver@gmail.com

Contact Address\*

1019 West Lowell Avenue

Contact City\*

Haverhill

Contact State\*

Massachusetts

Contact Zip\*

01832

## Property Owner Information

Property Owner Name\*

FIRST CHURCH OF CHRIST -  
BRADFORD

Property Owner Phone\*

978) 374-1114

Property Owner Address\*

10 Church Street

Property Owner City\*

Bradford

Property Owner State\*

Massachusetts

Property Owner Zip\*

01835

Is the Applicant the Property Owner? ⓘ

No



## Event Information

Description of event\* ?

Haverhill Garden Club's annual plant sale

Type of Event\*

Other

IF OTHER, Please Specify\*

Plant Sale

Event Date\*

05/18/2024

Event Location\*

10 Church Street Bradford, MA 01835

is the Event on Bradford Common?\* ?

Yes

Is the Event on City Property?\*

No

Event Venue\*

Outdoor

Number of Anticipated Attendees\*

500

Are You Requesting Additional Fees Be Waived?  
(APPLICATION FEE IS NOT WAIVABLE)\*

Yes

Event Start Time\*

6:00 AM

Event End Time\*

12:-00 PM

Will Food Be Served/Sold at the Event?\*

No

Any Helpful Comments about Food

N/A

**Special Considerations (i.e. fireworks)\* ?**

N/A

## Parking Information

**Number of Parking Spaces Onsite\***

50

**Have Off-site Parking Arrangements Been Made?\***

Yes

**IF YES, Please Provide Details of Offsite Arrangements\***

The Harverhill Garden club will once again be obtaining permission to use the parking lot owned by First Church of Christ-Bradford for additional parking

**Are There Charges/Fees for Parking?\***

No

## Sanitation Information

**Number of Public Restrooms Available\***

0

**Type of Toilets\***

Permanent

**Please Describe Plans for Solid Waste Disposal & Recycling\***

The Haverhill Garden Club will utilize the existing trashcan receptacles on the Bradford Green and/or dispose of trash/recyclables privately

## General Release & Indemnity Agreement

Yes\*



---

## Terms of Understanding

Yes\*



---

## Attachments



### General Release & Indemnity Agreement

indemnity.pdf

Uploaded by Dustin MacIver on Apr 25, 2024 at 3:24 PM

REQUIRED



### Proof of Non-Profit Status

IMG\_3070 (1).jpg

Uploaded by Dustin MacIver on Apr 9, 2024 at 12:22 PM

REQUIRED



### Property Owner's Written Consent

HAVERHILL GARDEN CLUB LETTER.pdf

Uploaded by Dustin MacIver on Apr 25, 2024 at 1:48 PM

REQUIRED



### Proof of Insurance

COI.pdf

Uploaded by Dustin MacIver on Apr 25, 2024 at 1:44 PM

REQUIRED

---



## History

Date	Activity
5/1/2024, 9:07:45 AM	Kaitlin Wright assigned approval step City Council Approval to Kaitlin Wright on Record EVNT-24-13
5/1/2024, 9:07:31 AM	Kaitlin Wright approved approval step City Clerk Approval on Record EVNT-24-13
5/1/2024, 9:07:24 AM	completed payment step Event Permit Payment on Record EVNT-24-13
4/30/2024, 2:42:14 PM	Kevin Lynch approved approval step Police Department Approval on Record EVNT-24-13
4/30/2024, 8:32:26 AM	Tom Bridgewater approved approval step Building Inspector Approval on Record EVNT-24-13
4/29/2024, 3:30:15 PM	Eric Tarpy approved approval step Fire Inspector Approval on Record EVNT-24-13
4/26/2024, 10:02:23 AM	Kaitlin Wright changed Is the Event on City Property? from "Yes" to "No" on Record EVNT-24-13
4/26/2024, 10:01:13 AM	Kaitlin Wright assigned approval step Public Works Director Approval to Robert Ward on Record EVNT-24-13
4/26/2024, 10:00:53 AM	Kaitlin Wright assigned approval step Police Department Approval to Kevin Lynch on Record EVNT-24-13
4/26/2024, 10:00:36 AM	Kaitlin Wright assigned approval step Fire Inspector Approval to Eric Tarpy on Record EVNT-24-13
4/26/2024, 10:00:27 AM	Kaitlin Wright assigned approval step Building Inspector Approval to Tom Bridgewater on Record EVNT-24-13
4/26/2024, 10:00:10 AM	Kaitlin Wright reactivated approval step City Clerk Approval on Record EVNT-24-13
4/26/2024, 10:00:00 AM	Kaitlin Wright approved approval step City Clerk Approval on Record EVNT-24-13
4/26/2024, 9:58:36 AM	Kaitlin Wright assigned approval step City Clerk Approval to Kaitlin Wright on Record EVNT-24-13
4/25/2024, 3:24:43 PM	Dustin MacIver submitted Record EVNT-24-13
2/29/2024, 11:29:18 AM	Dustin MacIver altered Record EVNT-24-13, changed ownerEmail from "" to "http://fccbradford.org/contact-us"
2/29/2024, 11:29:18 AM	Dustin MacIver altered Record EVNT-24-13, changed ownerPhoneNo from "" to "(978) 374-1114"

Date	Activity
2/29/2024, 11:26:56 AM	Dustin MacIver started a draft of Record EVNT-24-13

## Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Event Permit Payment	4/25/2024, 3:24:44 PM	5/1/2024, 9:07:24 AM	Dustin MacIver	-	Completed
 City Clerk Approval	4/26/2024, 9:58:38 AM	5/1/2024, 9:07:31 AM	Kaitlin Wright	-	Completed
 Building Inspector Approval	4/26/2024, 10:00:22 AM	4/30/2024, 8:32:26 AM	Tom Bridgewater	-	Completed
 Fire Inspector Approval	4/26/2024, 10:00:31 AM	4/29/2024, 3:30:15 PM	Eric Tarpy	-	Completed
 Police Department Approval	4/26/2024, 10:00:45 AM	4/30/2024, 2:42:14 PM	Kevin Lynch	-	Completed
 Public Works Director Approval	4/26/2024, 10:01:15 AM	-	Robert Ward	-	Active
 City Council Approval	5/1/2024, 9:07:46 AM	-	Kaitlin Wright	-	Active
 Event Permit Issued	-	-	-	-	Inactive



City of Haverhill, MA

May 3, 2024

EVNT-24-13

## City Clerk Approval

### Event Permit

**Status:** Complete

**Assignee:** Kaitlin Wright

**Became Active:** Apr 26, 2024

**Completed:** May 1, 2024

### Applicant

Dustin MacIver  
dustinmaciver@gmail.com  
1019 W Lowell Ave  
Haverhill, MA 01832-1146  
978-810-0337

### Primary Location

10 CHURCH ST  
Bradford, MA 01835

### Owner:

FIRST CHURCH OF CHRIST  
10 CHURCH ST BRADFORD, MA 01835

### Comments

Kaitlin Wright, Apr 26, 2024

Will approve once payment is received.





City of Haverhill, MA

May 3, 2024

EVNT-24-13

## Building Inspector Approval

Event Permit

**Status:** Complete

**Became Active:** Apr 26, 2024

**Assignee:** Tom Bridgewater

**Completed:** Apr 30, 2024

### Applicant

Dustin MacIver  
dustinmaciver@gmail.com  
1019 W Lowell Ave  
Haverhill, MA 01832-1146  
978-810-0337

### Primary Location

10 CHURCH ST  
Bradford, MA 01835

### Owner:

FIRST CHURCH OF CHRIST  
10 CHURCH ST BRADFORD, MA 01835



City of Haverhill, MA

May 3, 2024

EVNT-24-13

## Fire Inspector Approval

Event Permit

**Status:** Complete

**Assignee:** Eric Tarpy

**Became Active:** Apr 26, 2024

**Completed:** Apr 29, 2024

### Applicant

Dustin MacIver  
dustinmaciver@gmail.com  
1019 W Lowell Ave  
Haverhill, MA 01832-1146  
978-810-0337

### Primary Location

10 CHURCH ST  
Bradford, MA 01835

### Owner:

FIRST CHURCH OF CHRIST  
10 CHURCH ST BRADFORD, MA 01835



City of Haverhill, MA

May 3, 2024

EVNT-24-13

## Police Department Approval

Event Permit

**Status:** Complete

**Became Active:** Apr 26, 2024

**Assignee:** Kevin Lynch

**Completed:** Apr 30, 2024

### Applicant

Dustin MacIver  
dustinmaciver@gmail.com  
1019 W Lowell Ave  
Haverhill, MA 01832-1146  
978-810-0337

### Primary Location

10 CHURCH ST  
Bradford, MA 01835

### Owner:

FIRST CHURCH OF CHRIST  
10 CHURCH ST BRADFORD, MA 01835





City of Haverhill, MA

May 3, 2024

EVNT-24-13

## Public Works Director Approval

Event Permit

**Status:** Skipped

**Assignee:** Robert Ward

**Became Active:** May 3, 2024

**Completed:** May 3, 2024

### Applicant

Dustin MacIver  
dustinmaciver@gmail.com  
1019 W Lowell Ave  
Haverhill, MA 01832-1146  
978-810-0337

### Primary Location

10 CHURCH ST  
Bradford, MA 01835

### Owner:

FIRST CHURCH OF CHRIST  
10 CHURCH ST BRADFORD, MA 01835

### Comments

**Kaitlin Wright, May 1, 2024**

@Robert Ward please review

**Kaitlin Wright, May 3, 2024**

Skipping over DPW review due to lack of activity

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@CITYOFAVERHILL.COM  
WWW.CITYOFAVERHILL.COM

May 2, 2024

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

**RE: FY2023 Bills**

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

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

<b>Vendor</b>	<b>Amount</b>	<b>Account</b>
Waystone Health & Human Services	\$ 309.38	Mayor's Office
Ecofin	\$ 1,627.92	Public Property
Ecofin	\$2,332.15	Public Property
Ecofin	\$ 1,629.62	Public Property
<b>TOTAL</b>	<b>\$ 5,899.07</b>	

I recommend approval.

Sincerely,

**Melinda E. Barrett, Mayor**

MEB/em

MAY 3 AM 8:28  
HAVCITYCLERK



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:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Waystone Health and Human Svcs	\$309.38	Mayor's Office
Ecofin	\$1,627.92	Public Property
Ecofin	\$2,332.15	Public Property
Ecofin	\$1,629.62	Public Property



Fidelity House, Inc.  
DBA:Waystone Health and Human Services  
439 South Union St. #401  
Lawrence, MA 01843  
(978) 685-9471

## INVOICE

Office of the Mayor  
Haverhill City Hall  
4 Summer Street  
Haverhill, MA 01830

Invoice Date
6/30/2023

Invoice #
Comm-0623-01

<u>W/E</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/3/2023	Mail Assistant	1.75	\$16.50	\$28.88
6/10/2023	Mail Assistant	5.00	\$16.50	\$82.50
6/17/2023	Mail Assistant	5.00	\$16.50	\$82.50
6/24/2023	Mail Assistant	2.00	\$16.50	\$33.00
6/30/2023	Mail Assistant	5.00	\$16.50	\$82.50
	Total Hours	18.75		

Payment is due upon presentation

TOTAL

\$309.38
----------

Please remit payment payable to:

Fidelity House Inc.  
439 South Union St, Suite 401  
Lawrence, MA 01843



## INVOICE

INVOICE #: INV0073  
DATE: 05/15/2023  
DUE DATE: 06/14/2023

6363 College Boulevard  
Suite 100A  
Overland Park, KS 66211  
Phone 913.276.7427  
[RenewableInvoices@ecofininvest.com](mailto:RenewableInvoices@ecofininvest.com)

TOTAL AMOUNT: \$1,627.92

BILL Haverhill City Hall RFP  
TO: 4 Summer Street  
Rom 105  
Haverhill, MA 01830

REFERENCE #	PAYMENT TERMS	DUE DATE	MESSAGE
April 2023 PPA	Net 30	06/14/2023	

DESCRIPTION / MEMO	AMOUNT
4.1.23 to 4.30.23Solar Energy	\$1,627.92
TOTAL AMOUNT:	\$1,627.92



## INVOICE

INVOICE #: INV0119  
DATE: 06/12/2023  
DUE DATE: 07/12/2023

6363 College Boulevard  
Suite 100A  
Overland Park, KS 66211  
Phone 913.276.7427  
[RenewableInvoices@ecofininvest.com](mailto:RenewableInvoices@ecofininvest.com)

TOTAL AMOUNT: \$2,332.15

BILL TO: Haverhill City Hall RFP  
4 Summer Street  
Rom 105  
Haverhill, MA 01830

REFERENCE #	PAYMENT TERMS	DUE DATE	MESSAGE
May 2023 PPA	Net 30	07/12/2023	

DESCRIPTION / MEMO	AMOUNT
5.1.23 to 5.31.23Solar Energy	\$2,332.15
TOTAL AMOUNT:	\$2,332.15



## INVOICE

INVOICE #: INV0163  
DATE: 07/07/2023  
DUE DATE: 08/06/2023

6363 College Boulevard  
Suite 100A  
Overland Park, KS 66211  
Phone 913.276.7427  
[RenewableInvoices@ecofininvest.com](mailto:RenewableInvoices@ecofininvest.com)

TOTAL AMOUNT: \$1,629.62

BILL Haverhill City Hall RFP  
TO: 4 Summer Street  
Rom 105  
Haverhill, MA 01830

REFERENCE #	PAYMENT TERMS	DUE DATE	MESSAGE
June 2023 PPA	Net 30	08/06/2023	

DESCRIPTION / MEMO	AMOUNT
6.1.23 to 6.30.23Solar Energy	\$1,629.62
TOTAL AMOUNT:	\$1,629.62



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@CITYOFAVERHILL.COM  
WWW.CITYOFAVERHILL.COM

May 2, 2024

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

**RE: Order to transfer \$380,000.00 to Sewer Rehab & Repair Expenditures Account from Principal of Long Term Debt \$200,000.00, Interest on Long Term Debt \$100,000.00, Mass Abatement Tr Admin Fee \$40,000.00, & Wastewater Vehicles & Equipment \$40,000.00 Accounts.**

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

Please see attached an order to transfer \$380,000 to Sewer Rehab & Repair Expenditures Account from principal of long term debt 200,00.00, interest on long term debt \$100,000.00, mass abatement tr admin fee \$40,000.00 and wastewater vehicles & equipment \$40,000.00 accounts. These funds will be used to clean up the Upper Siphon and part of the Bradford Interceptor. I recommend approval.

Sincerely,

Melinda E. Barrett  
Mayor

MEB/em

MAY 3 AM 8:27  
HAVERHILL CITY CLERK



# Haverhill

Robert E. Ward, DPW Director  
Phone: 978-374-2382 Fax: 978-521-4083  
[rward@haverhillMA.gov](mailto:rward@haverhillMA.gov)

Date: May 2, 2024  
To: The Honorable Melinda E. Barrett  
Mayor of Haverhill  
From: Robert E. Ward *REW*  
DPW Director  
Subject: Request for Transfer of Wastewater Funds

I am writing to request approval to transfer three hundred and eighty thousand dollars (\$380,000) from the accounts listed below to Sewer Rehab & Repair Expenditures (3211015).

<u>LINE ITEM</u>	<u>CODE</u>	<u>AMOUNT</u>
Principal of Long Term Debt	6010040.1.0700.5910	\$200,000.00
Interest on Long Term Debt	6010040.1.0700-5915	\$100,000.00
Mass Abatement Tr Admin Fee	6010040.1.0700-5308	\$40,000.00
Wastewater Vehicles & Equipment	6010040.1.0444-5873	\$40,000.00

The funds will be used to clean the Upper Siphon and part of the Bradford Interceptor. The Upper Siphon transports flow from the north side of the Merrimack River under the river to the Bradford Interceptor. These pipes are vital to our community's infrastructure and are crucial to maintaining flow to the wastewater treatment plant and minimizing combined sewer overflows.

If acceptable, please forward the attached City Council Order to the City Clerk to place it on the City Council agenda for approval.

If you need additional information, do not hesitate to call me at extension 2328 or via email at [rward@haverhillMA.gov](mailto:rward@haverhillMA.gov).

Attachment

cc: Angel A. Perkins, City Auditor/Finance Director, [aperkins@cityofhaverhill.com](mailto:aperkins@cityofhaverhill.com)  
Christine M. Lindberg, MPA, MCPPO, [clindberg@cityofhaverhill.com](mailto:clindberg@cityofhaverhill.com)  
Leslie Paolucci, Deputy Finance Director, [lpaulucci@cityofhaverhill.com](mailto:lpaulucci@cityofhaverhill.com)  
Allana J. McOskey, WWTP Finance/Project, [ajmcoskey@haverhillMA.gov](mailto:ajmcoskey@haverhillMA.gov)



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of three hundred and eighty thousand dollars (\$380,000) be transferred from the accounts listed below to Sewer Rehab & Repair Expenditures (3211015).

<u>LINE ITEM</u>	<u>CODE</u>	<u>AMOUNT</u>
Principal of Long Term Debt	6010040.1.0700.5910	\$200,000.00
Interest on Long Term Debt	6010040.1.0700-5915	\$100,000.00
Mass Abatement Tr Admin Fee	6010040.1.0700-5308	\$40,000.00
Wastewater Vehicles & Equipmen	6010040.1.0444-5873	\$40,000.00

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@CITYOFHAVERHILL.COM  
WWW.CITYOFHAVERHILL.COM

May 2, 2024

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

RE: Order to transfer \$175,000.00 from Principal on Long Term Debt Account to Legal Fees & Consulting \$100,000.00, Water Admin-Vehicle Expense \$45,000.00, and Meter Expense & Supplies \$30,000.00

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

Please see attached an order to transfer \$175,000.00 from Principal on Long Term Debt Account to Legal Fees & Consulting \$100,000.00, Water Admin-Vehicle Expense \$45,000.00, and Meter Expense & Supplies \$30,000.00. This transfer will be used to pay for unforeseen costs related to engineering services, land purchases, fuel and repairs for vehicles and equipment, and replacing water meters and meter interface units (MIU) for remote meter reading. I recommend approval.

Sincerely,

**Melinda E. Barrett**  
Mayor

MEB/em

MAY 3 AM 8:27  
HVCITYCLERK





# Haverhill

Robert E. Ward, DPW Director  
Phone: 978-374-2382 Fax: 978-521-4083  
[rward@haverhillMA.gov](mailto:rward@haverhillMA.gov)

Date: May 2, 2024

To: The Honorable Melinda E. Barrett  
Mayor of Haverhill

From: Robert E. Ward *REW*  
DPW Director

Subject: Request for Transfer of Water Funds

I am writing to request the transfer of one hundred and seventy-five thousand dollars (\$175,000) from Principal on Long term Debt (6010050.1.0700.5910) to the following accounts:

<u>LINE ITEM</u>	<u>CODE</u>	<u>AMOUNT</u>
Legal Fees & Consulting	6010050.1.0453.5306	\$100,000.00
Water Admin – Vehicle Expense	6010050.1.0453.5480	\$45,000.00
Meter Expense & Supplies	6010050.1.0453.5254	\$30,000.00

The transfer will be used to pay for unforeseen costs related to engineering services, land purchases, fuel and repairs for vehicles and equipment, and replacing water meters and meter interface units (MIU) for remote meter reading.

Please find attached the necessary Order for City Council approval regarding this transfer.

Should you require further information or have any questions, feel free to contact me at extension 2328 or via email at [rward@haverhillMA.gov](mailto:rward@haverhillMA.gov).

Thank you for your prompt attention to this matter.

cc: Angel A. Perkins, City Auditor/Finance Director, [aperkins@cityofhaverhill.com](mailto:aperkins@cityofhaverhill.com)  
Christine M. Lindberg, MPA, MCPPO, [clindberg@cityofhaverhill.com](mailto:clindberg@cityofhaverhill.com)  
Leslie Paolucci, Deputy Finance Director, [lpaulucci@cityofhaverhill.com](mailto:lpaulucci@cityofhaverhill.com)  
Allana J. McOskey, WWTP Finance/Project, [ajmcoskey@haverhillMA.gov](mailto:ajmcoskey@haverhillMA.gov)



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of one hundred and seventy-five thousand dollars (\$175,000.00) be transferred from Principal on Long Term Debt (6010050.1.0700.5910) to the accounts listed below:

<u>LINE ITEM</u>	<u>CODE</u>	<u>AMOUNT</u>
Legal Fees & Consulting	6010050.1.0453.5306	\$100,000.00
Water Admin – Vehicle Expense	6010050.1.0453.5480	\$45,000.00
Meter Expense & Supplies	6010050.1.0453.5254	\$30,000.00

**CITY COUNCIL**

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



**CITY OF HAVERHILL**

HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204

4 SUMMER STREET

TELEPHONE: 978-374-2328

FACSIMILE: 978-374-2329

[WWW.CITYOFHAVERHILL.COM](http://WWW.CITYOFHAVERHILL.COM)

CITYCNCL@CITYOFHAVERHILL.COM

May 3, 2024

To: President and Members of the City Council:

MAY 3 AM 8:49  
HAYCITYCLERK

Councilor Michitson wishes to address urgent trends in equity impacting training and job needs in Haverhill.

  
\_\_\_\_\_  
Councilor John A. Michitson

(meeting 5.7.2024)

**CITY COUNCIL**

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



**CITY OF HAVERHILL**

HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978-374-2328  
FACSIMILE: 978-374-2329  
[WWW.CITYOFHAVERHILL.COM](http://WWW.CITYOFHAVERHILL.COM)  
CITYCNCL@CITYOFHAVERHILL.COM

May 3, 2024

To: President and Members of the City Council:

Councilor LePage recommends approval of the *Ordinance Re: Officers and Employees – Article IV City Solicitor* with the recommended changes as discussed at the April 22, 2024 A&F Meeting and the April 30, 2024 Council meeting.

  
\_\_\_\_\_  
Councilor Colin LePage





Document

CITY OF HAVERHILL

In Municipal Council

RECEIVED  
CITY CLERK  
JAN 10 2015

Ordered:

MUNICIPAL ORDINANCE

CHAPTER 70

AN ORDINANCE RELATING TO OFFICERS AND EMPLOYEES

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 70, Article IV – City Solicitor, of the Code of the City of Haverhill, as amended, being and is hereby further amended as follows;

Article IV City Solicitor

70-39. Qualifications; assistance.

The City Solicitor shall be an attorney and counsellor at law admitted to practice in the courts of the commonwealth and may be a law firm who shall designate a lead attorney for the City who shall be considered the Solicitor. They alone shall act as the legal adviser and Solicitor of the City except in special cases in which the Mayor or City Council may authorize or require them to secure the advice or services of such additional counsel as the Mayor may deem best, and no money shall be paid from the City treasury for any legal service or advice without the sanction of the Mayor as authorized by this chapter.

§ 70-40. Assistants.

The Assistant City Solicitors shall be attorneys and counsellors at law admitted to practice in the courts of the Commonwealth and may be a law firm who shall designate a lead attorney for the City who shall be considered the Assistant Solicitor. They shall make any and all investigations of matters concerning the City that may be referred to them by the City Solicitor. They shall further assist the City Solicitor in the legal affairs of the City in such manner and to such an extent as the City Solicitor may designate.

§ 70-41. Vacancy in office.

In case of a vacancy in the office of City Solicitor by reason of death, disability, resignation or removal, the Mayor may appoint some qualified person to perform the duties of the office so made vacant.

§ 70-42. Duties.

It shall be the duty of the City Solicitor to examine all titles to property which so requested for a public or municipal purpose by the Mayor or City Council or by a City official; also, to draft or approve all bonds, deeds, leases, contracts, conveyances, obligations, agreements and all other legal instruments which may be required of them by the Mayor or City Council or by any ordinance,

order or rule thereof, and to which the City or its agents may be a party and the expense of which by law, usage or agreement the City is to bear.

**§ 70-43. Furnishing legal advice to Council and officers.**

The City Solicitor shall, whenever requested, furnish legal advice to the Mayor or the City Council or to any board or officer of the City government upon any subject touching the duties of their respective offices, but, whenever the opinion is required to be in writing, the question submitted for their consideration in the request shall also be stated in writing.

**§ 70-44. Approval of bonds; prosecution of suits and actions.**

The City Solicitor shall approve the form of all bonds of municipal officers; they shall commence and prosecute all suits or actions brought by order of the Mayor or City Council; and they shall also commence and prosecute all such actions and other proceedings in law and equity as they may be advised are well grounded, and as are desired to be begun by the head of any municipal department or by any officer thereof, touching the business of the City or of any department thereof and growing out of any estate, claim, right, privilege or demand of or on the City, subject always to the consent and approbation of the Mayor or City Council.

**§ 70-45. Defense of City and officers.**

The City Solicitor shall appear before any court in the commonwealth or of the United States in defense of all actions or suits brought against the City or its officers in their capacity, wherein the rights, estates, privileges, ordinances or acts of the City or breach of any ordinance may be called in question. They shall also try and argue any and all causes to which the City shall be a party, before any tribunal, whether in law or equity, in the commonwealth, or before any referee, master, arbitrator or board of commissioners.

**§ 70-46. Appearance before Legislature.**

The City Solicitor shall appear as counsel for the City before the Legislature of the commonwealth, or any committee thereof whenever requested by the Mayor or City Council, concerning any matter in which the interest and welfare of the City may be by the Mayor or the City Council adjudged to be directly or indirectly affected.

**§ 70-47. Performing acts required by Mayor or Council.**

The City Solicitor shall in all matters do every professional act incident to their office which may be required of them by the Mayor or City Council or by any order or ordinance thereof.

**§ 70-48. Prosecuting, defending and settling suits.**

The City Solicitor may take any steps and incur any expense, to be charged to the proper appropriation, as they may deem necessary in prosecuting and defending suits, and they may settle any suit against the City when such settlement shall be approved by the Mayor and if an appropriation is required, by the City Council as well.

**§ 70-49. Compensation; traveling expenses.**

The City Solicitor shall receive as full compensation for their services such salary or compensation under a fee agreement as the Mayor may determine, and as appropriated by the City Council. Whenever their attendance may be required out of the City on official business, their reasonable traveling expenses shall be allowed them.

**§ 70-50. Claims for damages; investigation; notice of accidents.**

**A. Every claim for damages against the City, except claims for damages on account of the laying out, altering or widening of streets and ways, or for the taking of land, and except claims for damages resulting from the abatement of nuisances by the City Council or the Board of Health, shall immediately be brought to the attention of the City Solicitor by whatever department, board or officer of the City first receives notice thereof.**

**B. Immediately upon receipt of notice of any such claim against the City, the City Solicitor shall see that the proper steps are taken to obtain evidence as to the facts upon which such claim purports to be based. If it is a claim for damages for injury caused by accident for which the City is in any way alleged to be or may be held responsible, they shall cause a full and immediate investigation of all the circumstances surrounding the accident to be made by some proper and competent person and a complete report thereof to be made to them.**

**C. Every department, board or officer of the City having knowledge of the occurrence of any accident as the result of which any claim might be made against the City or any of its departments shall without delay give notice to the City Solicitor thereof.**

**§ 70-51. Defense of certain persons prohibited.**

**The City Solicitor shall not, directly or indirectly, defend or assist in the defense of any person charged with the commission of a crime within the limits of the City, nor shall they defend or assist in defending against any proceeding for the forfeiture of any property seized within the limits. They shall upon request of the City Chief of Police advise and assist in any such prosecution or forfeiture proceedings on behalf of the City.**

**APPROVED AS TO LEGALITY:**

---

**City Solicitor**

April 10, 2024

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

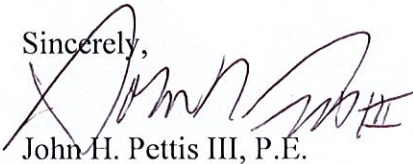
---

Subject: *83 Blossom Street – HPS-24-5 - Delete Handicap Parking*  
*30 Lancaster Street – HPS-24-7 - Delete Handicap Parking*  
*42 Allen Street – HPS-24-8 - Delete Handicap Parking*  
*12 Jackson Street – HPS-24-4 - Add Handicap Parking*

As requested, see attached ordinance for deleting or adding handicap spots at the subject locations.

Please contact me if you have any questions.

Sincerely,



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

C: Mayor Barrett, Ward, Fallon, Pistone



DO NOT COPY

✓

**Maria Bevilacqua**

---

**To:** HGLegals@hgazette.com  
**Cc:** Kaitlin Wright  
**Subject:** LEGAL AD HANDICAP PARKING ORDINANCES  
**Attachments:** parking ordinances-001.pdf

Good Day!

Please run this legal ad 1 time in Gazette on April 18, 2024

Thank you as always!

Maria  
City Clerk's Office  
Haverhill  
978-420-3624



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:

Blossom Street: In front of #83	No Parking (except for 1 24-hour parking space)	24 hours
Lancaster Street: In front of #30	No Parking (except for 1 24-hour parking space)	24 hours
Allen Street: In front of #42	No Parking (except for 1 24-hour parking space)	24 hours

Also, 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:

Jackson Street: In front of #12	No Parking (except for 1 24-hour parking space)	24 hours
------------------------------------	---	----------

APPROVED AS TO LEGALITY

\_\_\_\_\_  
City Solicitor

**Maria Bevilacqua**

**From:**  
**Sent:**  
**To:**  
**Subject:**  
**Attachments:**

North of Boston <noreply@wave2adportal.com>  
Thursday, April 11, 2024 2:25 PM  
Maria Bevilacqua; Kaitlin Wright  
Thank you for placing your order with us.  
W01208260.pdf

## 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:  
**W0120826**  
Business Type:  
All Other Public Notices  
Notice Size:  
Public Notices  
Notice Estimate:  
\$126.92  
Referral Code:  
Parking Ordinances

### 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 W01208260

Thu Apr 18, 2024  
Haverhill Gazette Public Notices  
All Zones

#### 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:

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Jackson Street: In front of #12	No Parking (except for 1 24-hour parking space)	24 hours
------------------------------------	---	----------

HG - Publication Dates

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

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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.



DOCUMENT 11-C

File 10 DAYS  
Abv. 4-18-24

# CITY OF HAVERHILL

In Municipal Council April 23 2024

HAU CITY CLERK APR11/24 AM1032

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:

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Jackson Street: In front of #12	No Parking (except for 1 24-hour parking space)	24 hours
------------------------------------	---	----------

APPROVED AS TO LEGALITY

\_\_\_\_\_  
City Solicitor

PLACED ON FILE for at least 10 days

Attest:

\_\_\_\_\_  
City Clerk