



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, March 28, 2017 at 7:00 PM
City Council Chambers, 4 Summer St, Room 202

1. OPENING PRAYER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF RECORDS OF THE PREVIOUS MEETING

4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

5. COMMUNICATIONS FROM THE MAYOR

5.1 Mayor Fiorentini submits vote required by Mass School Building Authority for Statement of Interest to start the process for Haverhill to request funding support for the renovation of the *Consentino School*

5.2 Mayor Fiorentini submits Right of First Refusal Under M.G.L. Chapter 61 A, Section 14, 66 Merrimac rd – to not exercise City's option to Purchase the property at 66 Merrimac rd, Haverhill

Related communication from Stephen Gullo, Tax Assessor; Robert Ward, Deputy DPW Director; and Robert Moore Jr, Environmental Health Technician

Attachments

6. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

6.1 Communication from Denise McClanahan, *HR Director*; submitting *Memorandum of Agreement* and *Ordinance* for the Teamsters Conservation Officers, Animal Control Officers, Police Mechanics, Police Building Maintenance Craftsmen/Custodians and Public Property Building Custodian Group as a result of their recent negotiations

6.1.1 *Memorandum of Agreement* for Teamsters Local #170 as listed

6.1.2 *Ordinance re: Salaries* – for Teamsters Local # 170 as listed

File 10 days

6.1.3 Side Letter Agreement – for Teamster Local #170 as listed

Re: Building Custodian

Related communication from Mayor Fiorentini

Attachments

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

NO SCHEDULE

8. HEARINGS AND RELATED ORDERS

8.1 Document 33; Petition from Attorney Robert Harb for applicants Lloyd Jennings and J Bradford Brooks for Special Permit for a Mixed Use – 2 commercial and 2 residential condominiums on the top 2 floors at 128 Washington st; Assessors Map 310, Block 1, Lot 17 and also to erect, construct and maintain and place on and over Phoenix Row a Deck and to Maintain a Dumpster in said Phoenix Row – the first floor is to remain a restaurant

Planning Board motioned to withdraw the application and Recommendation from William Pillsbury, Planning Director is to Approve the permit to utilize the alley area to construct a rear deck

Attachments

9. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28

10. APPOINTMENTS:



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10.1 Confirming Appointments:

NO SCHEDULE

10.2 Non-Confirming Appointments:

AUXILIARY POLICE OFFICERS -

Resignations:

11. PETITIONS:

NO SCHEDULE

11B Applications:

Applications/Handicap Parking Signs - New:

NO SCHEDULE

11.3B Tag Days:

11.3B1 *Riverside-Bradford Baseball* June 24

Attachment

Annual License Renewals:

11.3.1 Hawker Peddlers License Renewals 2017:

11.3.2 Coin-Op License Renewals 2017:

11.3.3 Sunday Coin-Op License Renewals 2017:

11.3.4 Drainlayer license 2017: Michael McCarthy - *renewal*

Attachment

11.5 Taxi Driver License: Renewals

11.5.1 Monique Lefebvre, 43 Nichols st for *A Family Cab*

Attachment

Taxi License:

NO SCHEDULE



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12 MOTIONS AND ORDERS

12.1 Order – Authorize payment of bills(s) of previous years and to further authorize the payment from current year departmental appropriations as listed:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
James Page Insurance Agency, Inc	482.44	Liability Ins
W B Mason	404.83	City Clerk
W B Mason	5.06	Assessor
W B Mason	14.78	Treasurer/Collector

Attachment

12A. ORDINANCES (FILE 10 DAYS)

12A.1 Ordinance re: Tag Days Amend City Code Chapter 227-7. Soliciting on public ways.

File 10 days

12B. MONTHLY REPORTS

NO SCHEDULE

13 COMMUNICATIONS FROM COUNCILLORS

13.1 Communication from President Michitson requesting to introduce Tracy Fuller, *Regional Executive Director* of the *Haverhill YMCA* who would like to announce the *Y's* largest fundraiser, the second annual Legacy event honoring Mary and Ted Murphy

13.2 Communication from Councillor Joseph Bevilacqua requesting a discussion regarding the closing of the *Comcast* Haverhill office

13.3 Communication from Councillor LePage requesting a status update from Mayor Fiorentini on the School Department's submittal of a Statement of Interest (SOI) for the Consentino School with the Massachusetts School Building Authority (MSBA) to assist the "elimination of existing severe overcrowding and how the problem prevents the district from delivering the educational program it is required to deliver".

Attachments

14. UNFINISHED BUSINESS OF PRECEDING MEETINGS

14.1 Document 31-X; Communication from Councillor Bevilacqua requesting a discussion regarding Earth Day *postponed from March 7, 2017*

14.2 Document 41-C; Communication from President Michitson requesting to provide status on free parking on Merrimack st to attend Veterans' Clinic *postponed from March 21, 2017*

Attachments



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- 14.3 Document 41-D; Communication from President Michitson and Councillor Vargas requesting to introduce "The Prospect City Summit" being planned with Umass Lowell for smaller sized cities seeking to thrive in the next economy and to recommend an associated "Smart Cities" initiative for Haverhill *postponed from March 21, 2017*
- 14.4 Document 41-H; Communication from Councillor LePage requesting a discussion on the effects of the Hale debt along with existing and pending school buildings capital budget debt on the FY18 and future budgets *postponed from March 21, 2017* Attachments

15 RESOLUTIONS AND PROCLAMATIONS

16 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

17 DOCUMENTS REFERRED TO COMMITTEE STUDY

18 ADJOURN



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

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March 24, 2017

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

RE: Statement of Interest for the Consentino School to the MA School Building Authority (MSBA)

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

Attached, please find vote required by MSBA for SOI to start the process for Haverhill to request funding support for the renovation of the Consentino School.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

VOTE for MSBA SOI

Resolved: Having convened in an open meeting on _____, prior to the closing date, the __[City Council/ School Committee]__ of Haverhill in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated _____ for the Consentino School located at ____685 Washington St. which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future to address the severe overcrowding of the Consentino School and to remedy and modernize the school facility systems including the roof and HVAC system; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2017 Statement of Interest

Thank you for submitting your FY 2017 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District's submission is not yet complete.** The District is required to print and mail a hard copy of the SOI to the MSBA along with the required supporting documentation, which is described below.

Each SOI has two Certification pages that must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer*. Please make sure that **both** certifications contained in the SOI have been signed and dated by each of the specified parties and that the hardcopy SOI is submitted to the MSBA with **original signatures**.

SIGNATURES: Each SOI has two (2) Certification pages that must be signed by the District.

In some Districts, two of the required signatures may be that of the same person. If this is the case, please have that person sign in both locations. Please do not leave any of the signature lines blank or submit photocopied signatures, as your SOI will be incomplete.

**Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated as the chief executive office under the provisions of a local charter.*

VOTES: Each SOI must be submitted with the proper vote documentation. This means that (1) the required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

School Committee Vote: Submittal of all SOIs must be approved by a vote of the School Committee.

For documentation of the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA's SOI vote language.

Municipal Body Vote: SOIs that are submitted by cities and towns must be approved by a vote of the appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the School Committee.

Regional School Districts do not need to submit a vote of the municipal body.

For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

CLOSED SCHOOLS: Districts must download the report from the "Closed School" tab, which can be found on the District Main page. Please print this report, which then must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer. A signed report, with original signatures must be included with the District's hard copy SOI submittal. **If a District submits multiple SOIs, only one copy of the Closed School information is required.**

ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3: If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The District also must submit photographs of the problematic building area or system to the MSBA.

If a District selects Priority #3, Prevention of a loss of accreditation, the MSBA requires the full accreditation report(s) and any supporting correspondence between the District and the accrediting entity.

ADDITIONAL INFORMATION: In addition to the information required with the SOI hard copy submittal, the District may also provide any reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility.

If you have any questions about the SOI process please contact Diane Sullivan at 617-720-4466 or Diane.Sullivan@massschoolbuildings.org.

Massachusetts School Building Authority

School District Haverhill

District Contact James F Scully TEL: (978) 374-3405

Name of School Consentino

Submission Date 3/21/2017

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- ☒ The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- ☒ The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- ☒ The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- ☒ The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- ☒ After the district completes and submits this SOI electronically, the district must sign the required certifications and submit one signed original hard copy of the SOI to the MSBA, with all of the required documentation described under the "Vote" tab, on or before the deadline.
- ☒ The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- ☒ Prior to the submission of the hard copy of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- ☒ On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- ☒ The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- ☒ The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation and certification signatures in a format acceptable to the MSBA. If Priority 1 is selected, your Statement of Interest will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system.

Chief Executive Officer *

School Committee Chair

Superintendent of Schools

(signature)

(signature)

(signature)

Date

Date

Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice. Please do not leave any signature lines blank.

Massachusetts School Building Authority

School District Haverhill

District Contact James F Scully TEL: (978) 374-3405

Name of School Consentino

Submission Date 3/21/2017

Note

The following Priorities have been included in the Statement of Interest:

1. ☐ Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. ☒ Elimination of existing severe overcrowding.
3. ☐ Prevention of the loss of accreditation.
4. ☐ Prevention of severe overcrowding expected to result from increased enrollments.
5. ☒ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth.
7. ☐ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. ☐ Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

☒ I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.

Potential Project Scope: Renovation/ Addition

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: Consentino

Is this part of a larger facilities plan? NO

If "YES", please provide the following:

Facilities Plan Date:

Planning Firm:

Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 17 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 15 students per teacher

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES

If "YES", please provide the author and date of the District's Master Educational Plan.

Darshan Thakkar- Director of Strategy and Accountability updated September 2016

Is there overcrowding at the school facility? YES

If "YES", please describe in detail, including specific examples of the overcrowding.

The Consentino School was originally designed and built as a middle school. Due to overcrowding across the city, the Consentino School has been reconfigured to house K-8 students. This has forced the elimination of computer labs, the elimination of teacher work rooms, classrooms have been divided in-half with makeshift walls. Closets and storage rooms have been modified to be used as offices and treatment rooms for Speech and related services. Further storage space above the gymnasium that originally housed PE equipment has been converted into 2 fourth grade classrooms. The overcrowding and limitations of space have had a dramatic impact on the quality of programs at the school. Science labs have been reallocated to serve as general classrooms. The Band room has been reallocated to the cafeteria and due to lack of space the band program has all but been dissolved. The band room has been converted into 3rd grade classroom. The overcrowding at Consentino has caused us to move special education programs into other schools across the city. This means that children now have to be bused from their neighborhood to other parts of the city, and cannot attend their neighborhood school with their peers.

Has the district had any recent teacher layoffs or reductions? NO

If "YES", how many teaching positions were affected? 0

At which schools in the district?

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

Has the district had any recent staff layoffs or reductions? NO

If "YES", how many staff positions were affected? 0

At which schools in the district?

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum.

Does Not Apply

Please provide a detailed description of your most recent budget approval process including a description of any budget reductions and the impact of those reductions on the district's school facilities, class sizes, and educational program.

The School District Budget is created with input from public and voted upon in an open session of the School Committee. The budget review process takes place over a number of months in open meetings. The budget has seen modest increases over the past few years. No reductions to teaching staff have taken place as a result of the budget.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

Consentino School was originally constructed as a middle school in 1969. In 2012, through the MSBA Green Repair Program, the boilers and domestic hot water systems were replaced. In 2012, through the MSBA Green Repair Program, the windows and exterior doors were replaced. In February of 2016 a water pipe froze and burst damaging classrooms, the library, and elevator. As a result the library was re-done using the insurance funds.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

108300

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The Consentino School property is set on 28.160 acres according to the City of Haverhill property card. Sited next to the property is the Silver Hill Horace Mann Charter School. The land the Consentino School sits on is a relatively flat site. Behind the school building, a large area of playfields are used by the school and City for athletics. There is sufficient room for additional building as well as needed parking on the current property.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

685 Washington Street. Haverhill, MA. City Parcel ID# 556-1-1

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The original roof was a "tar and gravel" built up roof. In 1987, a Sarnafil PVC membrane was installed as a roof cover. This roof is at it's end of life and leaks in many areas of the building. The exterior walls are a brick veneer with concrete copings. The windows, replaced in 2012, are vinyl double hung windows. The exterior doors are FRP on all doors but the main entrance, which is an aluminum system.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? NO

Year of Last Major Repair or Replacement:(YYYY) 2015

Description of Last Major Repair or Replacement:

does not apply

Roof Section A

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 90000

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

Sarnafil PVC installed in 1987 over original tar and gravel built up roof

Age of Section (number of years since the Roof was installed or replaced) 31

Description of repairs, if applicable, in the last three years. Include year of repair:

Patches are applied on a monthly basis to stop water infiltration to building.

Roof Section B

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section C

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section D

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section E

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section F

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section G

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section H

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section I

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))
Age of Section (number of years since the Roof was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section J

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section A

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 148

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Double hung replacement windows

Age of Section (number of years since the Windows were installed or replaced) 4

Description of repairs, if applicable, in the last three years. Include year of repair:

Does not apply

Window Section B

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section C

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section D

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section E

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section F

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section G

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section H

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section I

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section J

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

All mechanical and electrical systems are original to the Consentino School's construction in 1969. Electrical system is 1600 amp, 3 phase, 208 volts. Sub-panels have been installed throughout the years when space was needed for more technology. The Consentino School is a mixture of unit ventilators that run off of pneumatic controls to provide heat and air exchange to the classrooms. The American Society of Heating Refrigeration and Air-Conditioning Engineers estimates the life expectancy of the majority of the equipment to be twenty to twenty-five years. The Consentino School's ventilation equipment is nearly fifty years old. Calibration of the pneumatic controls are performed as needed. Motors, dampers, actuators, and associated parts have been replaced throughout the system as needed.

Boiler Section 1

Is the District seeking replacement of the Boiler? NO

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 100

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 4

Description of repairs, if applicable, in the last three years. Include year of repair:

Does not apply

Boiler Section 2

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 3

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 4

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 5

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 6

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 7

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 8

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Age of Boiler (number of years since the Boiler was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 9

Is the District seeking replacement of the Boiler?

Is there more than one boiler room in the School?

What percentage of the School is heated by the Boiler?

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Age of Boiler (number of years since the Boiler was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 10

Is the District seeking replacement of the Boiler?

Is there more than one boiler room in the School?

What percentage of the School is heated by the Boiler?

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Age of Boiler (number of years since the Boiler was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Has there been a Major Repair or Replacement of the HVAC SYSTEM? NO

Year of Last Major Repair or Replacement:(YYYY) 2015

Description of Last Major Repair or Replacement:

Does not apply

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? NO

Year of Last Major Repair or Replacement:(YYYY) 2015

Description of Last Major Repair or Replacement:

Does not apply

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

The Consentino School was fortunate enough to have terrazo floors installed in the cafeteria and the corridors throughout the school. The classrooms are a 12x12 tile and have been tested as positive for asbestos containing material. The classrooms partition walls are constructed of metal-lathe plaster. The corridor walls are tiled between the lockers. The lockers throughout the building are in poor condition, and many are not in service, as parts are not available. The ceilings throughout the buildings are a 12"x12" concealed track suspended acoustical ceiling. The lighting was updated in the building as part of an energy savings project in the late 1990's/early 2000's. Besides the lighting, all of the building finishes are original to the building's 1969 construction. The technology infrastructure of the building is woefully inadequate. Security systems are not up to current standards.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and grades served, and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

The Consentino School houses grades 1-8 and offers a traditional educational program (Math, Science, English, Social Studies, Art, Music PE) to approximately 1000 students. Due to space and infrastructure deficiencies the school cannot accommodate some of its special education and ELL populations. Students do not have equitable access to technology and the elimination of the science labs has had a negative impact on the science program. Further the school has had to eliminate its dedicated Band room. Special education programs for students with Autism and significant developmental delays are housed at other schools due to lack of space. Further elementary ELL (English Language Learners) students must attend other schools due to lack of an appropriate space. Due to lack of additional classroom space class sizes

continue to exceed 30 students per classroom.

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).

39 (870 sq. ft) classrooms (inclusive of the 3 science labs converted to general ed usage)

0 science labs- original labs retasked as general classroom space

Cafeteria (multi-purpose with stage) 6360 sq ft

Gymnasium-regulation middle school size with wooden floors

Library- 3200 sq ft. -recently rehabbed after a water pipe caused severe damage flooding the library and nearby areas.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

The Consentino School was originally designed and built as a middle school. Due to overcrowding across the city, the Consentino School was reconfigured to house K-8 students in 2011. The District has moved special education programs to other schools across the city. Programs for ELL have also been moved due to lack of appropriate spaces. Storage rooms have been converted into instructional spaces. Classrooms have been divided in-half to accommodate the needs of the remaining ELL and Special Education students. The teachers room has been eliminated and converted into a classroom. The equipment storage room above the gymnasium was converted into 4th grade classrooms. Schools across the city have been reconfigured (gradewise) in an attempt to better utilize spaces. Kindergarten classrooms were removed from Consentino and moved to the Bartlett school to make room for grades 1-8. Additional busing is taking place in order to send students to programs in other schools. Office spaces have been taken to use a 'small group or individual instruction spaces.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

The Haverhill Public Schools uses a mix of in house trades people and contracted services. The HPS Facilities Department is under the direction of the Local Education Authority. Using a Computer Managed Maintenance System, all repairs are tracked and preventive maintenance is performed on a scheduled basis. Our repair request form is publicly available through the district web page and is available to staff, students, and the general public. The Haverhill Public Schools submits to the City of Haverhill requests for capital projects. In 2012, the City of Haverhill, with the assistance of the MSBA, replaced windows in two schools, boilers in two schools, and roof replacements in 2 schools. Most recently, in June of 2014, the City of Haverhill passed a debt exclusion to replace the structurally unsound CD Hunking School in the Bradford section of the City.

Priority 2***Question 1: Please describe the existing conditions that constitute severe overcrowding.***

The Consentino School was originally designed and built as a middle school. Due to overcrowding across the city, the Consentino School has been reconfigured to house K-8 students. This has forced the elimination of computer labs, the elimination of teachers work rooms, classrooms have been divided in half with makeshift walls. Closets and storage rooms have been modified to be used as offices and treatment rooms for Speech and related services. Further storage space above the gymnasium that originally housed PE equipment has been converted into 2 fourth grade classrooms. The overcrowding and limitations of space have had a dramatic impact on the quality of programs at the school. Science labs have been reallocated to serve as general classrooms. The Band room has been reallocated and due to lack of space the band program has diminished. The overcrowding at Consentino has caused us to move special education programs into other schools across the city. This means that children now have to be bused from their neighborhood to other parts of the city, and cannot attend their neighborhood school with their peers. Class sizes continue to be above the prescribed limit due to lack of any space to add additional teachers.

Parking space

Priority 2

Question 2: Please describe the measures the School District has taken to mitigate the problem(s) described above.

The District has moved special education programs to other schools across the city. Programs for ELL have also been moved due to lack of appropriate spaces. Storage rooms have been converted into instructional spaces. Classrooms have been divided in half to accommodate the needs of ELL and Special Education. The teachers room has been eliminated and converted into a classroom. The equipment storage room above the gymnasium was converted into 4th grade classrooms. Schools across the city have been reconfigured (gradewise) in an attempt to better utilize spaces. Kindergarten classrooms were removed from Consentino and moved to the Bartlett school to make room for grades 1-8. Additional busing is taking place in order to send students to programs in other schools.

Priority 2

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Due to the lack of space at Consentino the educational program has been significantly impacted. The school has had to make significant changes to accommodate the growing student population. The school has eliminated its technology lab, greatly limiting student access to appropriate technology. Special education programs, including programs for severely autistic students were moved causing students to have to leave their own neighborhood school. Science labs have been reallocated for use as elementary classrooms significantly impacting the science program. The elimination of the Band room has had a significant impact on the arts program. Due to the lack of appropriate spaces related services for special education, students are often being serviced in the cafeteria or hallway. The lack of appropriate space has kept the school from being able to meet IEP mandates as well as provide mandated ELL instruction.

The limited size of classrooms and the large class sizes as a result limit the instructional practices of teachers on a daily basis. Classrooms cannot easily be configured for small group instruction or individualized learning. Students who need either additional support or enrichment are often forced to work in the hallway or makeshift spaces in offices.

Please also provide the following:

Cafeteria Seating Capacity: 250

Number of lunch seatings per day: 5

Are modular units currently present on-site and being used for classroom space?: NO

If "YES", indicate the number of years that the modular units have been in use:

Number of Modular Units:

Classroom count in Modular Units:

Seating Capacity of Modular classrooms:

What was the original anticipated useful life in years of the modular units when they were installed?:

Have non-traditional classroom spaces been converted to be used for classroom space?: YES

If "YES", indicate the number of non-traditional classroom spaces in use: 5

Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used (maximum of 1000 characters):

Computer lab A- converted to 7th grade classroom

Computer Lab B- converted to 8th grade classroom

Teachers Room- Converted to 6th grade classroom

Gymnasium Storage A- converted to 2 classrooms

Gym Storage B- Converted to health classroom

Please explain any recent changes to the district's educational program, school assignment policies, grade configurations, class size policy, school closures, changes in administrative space, or any other changes that impact the district's enrollment capacity (maximum of 5000 characters):

The District's enrollment capacity issue is not driven by changes in program or policy, but an increase in the demands of the needs of the students. ie special education programs, ELL, etc.

What are the district's current class size policies (maximum of 500 characters)?:

The District Policy IIB sets recommendations for class sizes with suggested limits.

Grades 1-5 < 25 students per classroom

Grades 6-12 < 30 students per classroom

Priority 5

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

The roof at the Consentino School is far past its life expectancy. The Sarnafil PVC membrane springs up leaks throughout the school year. Throughout the freeze-thaw cycles, the roof cracks in spots. The roof drains back up at times causing water infiltration in the building. Each time the roof leaks, we use our on-call roofing contractor to patch the areas of influence. Roof leaks effect the instruction in the classroom as student seats need to moved to collect rainwater, classrooms moved to other locations, ceiling tiles falling throughout the school.

The HVAC devices are original to the building, making them nearly 50 years old. Parts are often difficult to find due to the age of the equipment. Preventive maintenance has prolonged the life of these devices. Oiling, greasing, and retrofitting some of the parts have also prolonged the useful life.

Priority 5

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

The School Maintenance Department has made multiple repairs to the roof and HVAC system. In the winter of 2016 the pipes froze in the ceiling above the library. The damage to the library and surrounding area was extensive. The maintenance department worked with abatement contractors and a construction team to repair the damage. However without total replacement of the system the band-aid approach will only prolong the inevitable. The HVAC devices are original to the building, making them nearly 50 years old. Parts are often difficult to find due to the age of the equipment. Preventive maintenance has prolonged the life of these devices. Oiling, greasing, and retrofitting some of the parts has also prolonged the useful life. Parts are salvaged from other schools whenever possible. Unfortunately the aging systems of the other schools further exacerbates the issues at Consentino.

Priority 5

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

The antiquated HVAC system continues to impact the school's educational program. The failure of the system in early 2016 and the corresponding flooding of the classrooms and library had a significant impact on the school's ability to provide a high quality education. Students as a result, had no library and access to books, media, computers/technology. overcrowded classrooms had to be further crowded by relocating classrooms and instructional spaces. Due to the ongoing asbestos abatement as a result of the flooding caused by the failure of the HVAC system, portions of the school needed to be closed off and inaccessible to students and staff- further compromising an already over taxed space.

Priority 5

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

By repairing both the roof and the HVAC system, the Consentino School should be able to remain functional for 30+ years to come. The educational program benefits greatly when adequate ventilation, heating, and cooling is present in the school. The lack of these basic creature comforts makes learning difficult for students. The poor air quality effects the overall health and well being of the building for both students and staff alike. Appropriate renovations would allow displaced children to return to their neighborhood school and hence have a positive impact on the overcrowding of schools in other parts of the city.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professional?:
YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

Brendan Wall- Territory Manager
The Garland Company Inc.

The date of the inspection: 10/24/2014

A summary of the findings (maximum of 5000 characters):

We use The Garland's Company Roof Asset Management Program (RAMP). The representative from Garland does periodic inspections and we keep an online database of findings.

Here are notes from the inspection of Consentino School:

- *Punctures throughout single ply membrane
- *Damaged insulation throughout roof due to water infiltration
- *Splitting has occurred at roof edge throughout
- *Gutters compromised throughout the building
- *Previous repairs made with EPDM - this material not compatible with PVC
- *EPDM patches deteriorate more rapidly under ponding conditions

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

If the SOI is being submitted by a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If the SOI is being submitted by a regional school district, a vote in the following form is required from the Regional School Committee only. FORM OF VOTE Please use the text below to prepare your City's, Town's or District's required vote(s).

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on _____, prior to the closing date, the

[City Council/Board of Aldermen,

Board of Selectmen/Equivalent Governing Body/School Committee] of _____ [City/Town], in

accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated _____ for the

[Name of School] located at

[Address] which

describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future

_____; [Insert a description of the priority(s) checked off

on the Statement of Interest Form and a brief description of the deficiency described therein for each priority]; and hereby further

specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer ***School Committee Chair****Superintendent of Schools**_____
(signature)_____
(signature)_____
(signature)_____
Date_____
Date_____
Date

* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice. Please do not leave any signature lines blank.



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

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

5.2

March 24, 2017

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

RE: Right of First Refusal Under M.G.L. Chapter 61A, Section 14, 66 Merrimac Road,
Haverhill, MA

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

I recommend that we do not exercise our Right of First refusal under M.G.L. Chapter 61A, Section 14 and therefor, not exercise our Option to Purchase the property at 66 Merrimac Road, Haverhill, MA, Assessors Plan 430, Block 1, Lot 6. Please see attached letter of request from Stephen Snow, and letters of support of Right of First refusal from City Assessor Steve Gullo, Robert Ward, Deputy DPW Director and Rob Moore, Haverhill's Environmental Health Technician.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

FIORELLO & MIGLIORI
ATTORNEYS AT LAW

KAREN L. FIORELLO
kfiorello@fmlaw.com

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

MICHAEL J. MIGLIORI
mmigliori@fmlaw.com

February 8, 2017

Certified Mail
Return Receipt Requested

Mayor James J. Fiorentini
City of Haverhill
City Hall, Room 118
4 Summer Street
Haverhill, MA 01830

Re: Stephen A. Snow
Portion of Assessor's Plat 430 Block 1 Lot 6
Notice of Intent to Sell
Pursuant to M.G.L. Chapter 61A §14

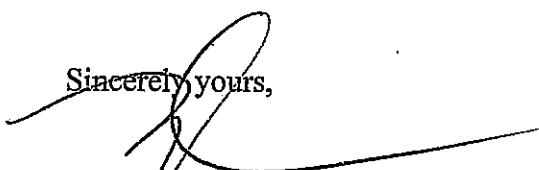
Dear Mayor Fiorentini:

Please be advised this office represents Stephen A. Snow.

Pursuant to the provisions contained in M.G.L. Chapter 61A §14, please see attached notice from Mr. Snow regarding his intention to sell the property described in the notice.

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

Sincerely yours,


Michael J. Migliori

MJM/dma
Enc.

c.c.: Haverhill City Council
Haverhill Planning Board
Haverhill Conservation Commission
Haverhill Board of Assessors
Massachusetts State Forester

STEPHEN A. SNOW
c/o
MICHAEL J. MIGLIORI, ESQ.
FIORELLO & MIGLIORI
18 ESSEX STREET
HAVERHILL, MA 01832

February 8, 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mayor James J. Fiorentini
City of Haverhill
c/o City Clerk
City Hall, Room 118
4 Summer Street
Haverhill, MA 01830

RE: Notice of Intent to Sell
Parcel: Portion of Assessor's Plat 430, Block 1, Lot 6
Consisting of 47± acres of land and shown on the "Assessor Sketch Plan"
enclosed herewith (the "Property").

Dear Mayor Fiorentini:

This letter constitutes notice pursuant to M.G.L. Chapter 61A, §14 that Stephen A. Snow intends to sell the Property as described above, being the a portion of the parcel shown on Assessor's Plan 430, Block 1, Lot 6 consisting of approximately 47± acres shown on the Assessor Sketch Plan enclosed herewith. The Property is currently taxed as agricultural land.

In accordance with the requirements of M.G.L. Chapter 61A, §14, enclosed is a true and complete copy of the Purchase and Sale Agreement between Stephen A. Snow and Bitterroot LLC for the Property. The Purchase and Sale Agreement also includes the 1± acre parcel with the house and structures that is not taxed as agricultural land. Also enclosed is an additional Purchase and Sale Agreement between Stephen A. Snow and Bitterroot LLC for adjacent property owned by Stephen A. Snow and located in Merrimac, Massachusetts. The buyer of the Property, Bitterroot LLC intends to use the Property for residential purposes.

Mayor James J. Fiorentini

February 8, 2017


Page 2

As you are aware, the City has a first refusal option to purchase the Property. The City has a period of 120 days within which to notify me of its intention to exercise said right. I can be contacted through my attorney:

Michael J. Migliori, Esq.
Fiorello & Migliori
18 Essex Street
Haverhill, MA 01832
Telephone: (978) 373-3003
Facsimile: (978) 373-3066
Email: mmigliori@fimilaw.com

Kindly advise us as to the City's position regarding its statutory right of first refusal to purchase the Property.

Very truly yours,


STEPHEN A. SNOW

Enclosures

cc: Haverhill City Council
Haverhill Planning Board
Haverhill Conservation Commission
Haverhill Board of Assessors
Massachusetts State Forester

PURCHASE AND SALE AGREEMENT

This 31 day of January, 2017

1. PARTIES

STEPHEN A. SNOW of Haverhill, Massachusetts, hereinafter referred to as the SELLER, agrees to SELL and

BITTERROOT LLC, a Massachusetts limited liability company, hereinafter referred to as the BUYER OR PURCHASER, agree to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land with the buildings thereon located solely in Haverhill, Essex County, Massachusetts, and known as and numbered 66 Merrimac Street and consisting of 47± acres of land and shown as Assessor's Map 430, Lot 1-6. Being a portion of the premises conveyed to SELLER by deed dated December 19, 1996, and recorded with the Essex South District Registry of Deeds in Book 13911, Page 230. The premises consists of approximately 46 acres of vacant land currently taxed as agricultural land (hereinafter "Agricultural Premises") and approximately one acre of land with house and other structures (hereinafter "Non-Agricultural Premises").

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and

but excluding NONE.


4. TITLE DEED


Said 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) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of the delivery of the deed; and
- (e) 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 for residential purposes.

5. 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.


Buyer's Initials


Seller's Initials

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for the Agricultural Premises is SIX HUNDRED FIFTY THOUSAND AND 00/100 (\$650,000.00) DOLLARS

\$ 100.00	have been paid as a deposit this day, and
\$449,900.00	are to be paid at time of delivery of deed in cash, or by bank check, wire transfer, or attorneys' mortgage trust or clients' account check.
<u>\$200,000.00</u>	are to be paid in the form of an unsecured Promissory Note in the form attached hereto as Exhibit A to be due three (3) years from the date of closing
\$650,000.00	TOTAL

In addition, as additional Purchase Price, the BUYER shall be responsible to pay at closing for any per diem interest or other charges in excess of \$450,000.00 to satisfy liens on the Agricultural Premises, including an IRS Federal Tax Lien, mortgage and past due real estate taxes. The Purchase Price for the Non-Agricultural Premises is \$250,000.00 and shall be paid in the form of a Promissory Note in the form attached hereto as Exhibit B to be due three (3) years from the date of closing. At the option of the BUYER, sums due under this Promissory Note may be satisfied in full by either (i) the payment by bank check, wire transfer or attorneys' mortgage trust or clients' account check in the amount of \$250,000.00 or (ii) re-conveyance of the Non-Agricultural Premises to the SELLER in the manner set forth in paragraph 31 hereof.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 10:00 o'clock A.M. on the 2nd day of June, 2017, at the Essex South District Registry of Deeds, unless otherwise agreed upon in writing.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. 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 use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereunder shall be extended for a period of sixty (60) days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

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, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. 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 said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either


Buyer's Initials


Seller's Initials

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. INSPECTION CLAUSE

Intentionally Deleted.

14. ACCEPTANCE OF DEED

The acceptance 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.

15. USE OF PURCHASE
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.

16. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Fire	As Currently Insured
(b) Extended Coverage	

17. ADJUSTMENTS

Water and sewer use charges and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, 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.

18. 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 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 herein otherwise agreed.

19. BROKER(S) FEE

Intentionally Deleted.

20. BROKER(S) WARRANTY

Intentionally Deleted.

21. DEPOSIT

All deposits made hereunder shall be paid to SELLER.

22. BUYER'S DEFAULT;
DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be SELLER's sole remedy at law or in equity.

23. 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 said premises.

24. BROKER AS PARTY

Intentionally Deleted.

25. LIABILITY OF TRUSTEES,
SHAREHOLDER,
BENEFICIARY, etc.

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 or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.


Buyer's Initials


Seller's Initials

26. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s).
None

27. MORTGAGE CONTINGENCY CLAUSE

Intentionally Deleted.

28. 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 cancelled, 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 are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

29. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts Law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

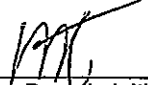
30. SMOKE DETECTOR/ CARBON MONOXIDE ALARM

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide alarms in conformity with applicable law.

31. ADDITIONAL PROVISIONS

- a) In the event BUYER elects to pay the Purchase Price for the Non-Agricultural Premises in the form of a re-conveyance of the Non-Agricultural Premises, BUYER shall so notify the SELLER in writing and the closing shall take place thirty (30) days from the date of such notice. BUYER shall execute a Quitclaim Deed for the Non-Agricultural Premises conveying good, clear record and marketable title to the SELLER, subject only to the matters set forth in paragraph 4 herein. The BUYER shall be responsible for obtaining a recordable plan delineating the Non-Agricultural Premises in accordance with subdivision control laws.
- b) At BUYER's option, after the closing, BUYER may permit SELLER to continue to occupy the house and other structures as a tenant at will for such time and upon such terms regarding the payment of rent as BUYER determines.
- c) This Agreement supersedes all prior agreements.
- d) SELLER agrees to sign all notifications required by BUYER to remove the Agricultural Premises from Chapter 61A.
- e) In the event that the City of Haverhill has not elected to waive or has not yet exercised its right of first refusal in accordance with Chapter 61A by closing, BUYER may extend the closing for a period not to exceed ninety (90) days, by giving written notice to SELLER.
- f) At any time, BUYER may elect to accelerate the closing by giving SELLER not less than ten (10) days' written notice of such accelerated closing.
- g) From an after the date hereof, the BUYER shall have the right to apply for permits and approvals from the City of Haverhill for residential development of the property and the SELLER agrees to cooperate with the BUYER in filing any such applications, however, BUYER's obligations under this agreement shall not be deemed to be subject to BUYER obtaining any such approvals.

[SIGNATURES ON NEXT PAGE]


Buyer's Initials


Seller's Initials

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER

Stephen A. Snow
STEPHEN A. SNOW

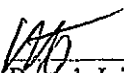
BITTERROOT LLC, BUYER

By Robert Nixon
ROBERT NIXON, Manager and not individually

PURCHASE & SALE AGREEMENT

This 29 day of October, 2016

1. **PARTIES** **STEPHEN A. SNOW** of Haverhill, Massachusetts hereinafter called the SELLER, agrees to SELL and
- BITTERROOT LLC**, a Massachusetts limited liability company, hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. **DESCRIPTION** The vacant parcel of land located Merrimac, Essex County, Massachusetts consisting of 7.5451 acres of land more or less and shown as Assessor's Map 46, Block 1, Lot 7.
- Being a portion of the premises conveyed to SELLER by deed dated December 19, 1996, and recorded with the Essex South District Registry of Deeds in Book 13911, Page 230.
3. **TITLE DEED** Said 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 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 delivery of the deed; and
 - (d) Any easement, restriction or agreement of record presently in force and applicable which do not interfere with the reasonable use of the premises.
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 said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said 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 agreed purchase price for said premises is ONE HUNDRED (\$100.00) DOLLARS, of which
- | | |
|----------------|---|
| \$10.00 | have been paid as a deposit this day, and |
| <u>\$90.00</u> | are to be paid at time of delivery of deed in cash, cashier's, treasurer's, bank or certified checks. |
| \$100.00 | TOTAL |
7. **TIME FOR PERFORMANCE: DELIVERY OF DEED** Such deed is to be delivered at 10:00 A.M. on March 1, 2017 at the Essex South District Registry of Deeds, unless otherwise agreed.
8. **POSSESSION AND CONDITION OF PREMISES** Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises is to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted; (b) not in violation of said building and zoning laws; and (c) in compliance with the provisions of any instrument referred to in Clause 3 hereto. The BUYERS shall be entitled to an inspection of said premises prior to the delivery of the deed, with twenty-four (24) hour notice to the SELLER, in order to determine whether the condition thereof complies with the terms of this Paragraph 8.
9. **EXTENSION TO PERFECT TITLE OR MAKE** 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


Buyer's Initials


Seller's Initials

PREMISES CONFORM

do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereunder shall be extended for a period of sixty (60) days. In no event however, shall SELLER be required to expend more than \$1,000.00.

10. FAILURE TO PERFECT
TITLE OR MAKE
PREMISES CONFORM

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, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of all 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 said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) If a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of deed, equal to said amounts so recovered or recoverable by the holder of the said mortgage less any amounts expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be a full performance in discharge and release 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 PURCHASE
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, or within a reasonable time thereafter in accordance with usual conveyancing practices.

14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance

Amount of Coverage

(a) Fire & Extended Coverage


As presently insured

15. ADJUSTMENTS

Taxes for the then current fiscal year shall be apportioned as of the date 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. If the premises is not assessed and taxed as a separate lot, then taxes for the premises shall be apportioned on a square footage basis with the larger parcel of which it is a part.



Buyer's Initials



Seller's Initials

16. 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 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 herein otherwise agreed.
17. BROKER'S FEE
Intentionally Deleted.
18. BROKER(S) WARRANTY
Intentionally Deleted.
19. DEPOSIT
All deposits made hereunder shall be paid to SELLER.
20. BUYER'S DEFAULT DAMAGES
If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be SELLER's sole remedy at law or in equity.
21. BROKER AS PARTY
Intentionally Deleted.
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 or 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 he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

None
24. FINANCING
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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, 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 are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. This is a legally binding contract. If not understood, seek competent advice.
26. ADDITIONAL PROVISIONS
- a) BUYER shall be responsible for obtaining a recordable plan endorsed "Approval Not Required" from the Merrimac Planning Board prior to closing.
 - b) This Agreement supersedes all prior agreements to the premises.
 - c) The BUYER's obligations hereunder are contingent upon the performance by SELLER of his obligations pursuant to a Purchase and Sale Agreement with BUYER of even date for property abutting the premises located in Haverhill, Massachusetts ("Haverhill") and BUYER's acquiring good, clear record, and marketable title to Haverhill.
 - d) At any time, BUYER may elect to accelerate the closing by giving SELLER not less than ten (10) days' written notice of such accelerated closing.

BUYER:
BITTERROOT LLC


ROBERT NIXON, Manager and not individually

SELLER:

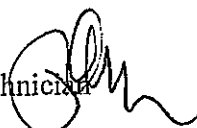

STEPHEN A. SNOW



Haverhill

Economic Development and Planning
Conservation Department
Phone: 978-374-2334 Fax: 978-374-2366
rmoore@cityofhaverhill.com
conservation@cityofhaverhill.com

MEMO TO: James J. Fiorentini, Mayor

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

DATE: March 23, 2017

RE: M.G.L. Chapter 61A; First Refusal Option to Purchase
66 Merrimac Road – Parcel ID: 430-1-6

The Conservation Commission discussed this matter at its meeting on February 16th, anticipating your recent request for comments. The site contains protected wetlands, including a potential vernal pool, and is located within the Merrimack River watershed. These resource areas are protected by the Massachusetts Wetlands Protection Act and the City's wetlands ordinance. The site is located in a rural, scenic area of Haverhill; the frontage of the parcel is mapped as a "Noteworthy Scenic Landscape" by the Commonwealth.

The Commonwealth maps the western and eastern portions of the site as "Farmland of Statewide Importance", meaning it is considered important to the production of food, feed, forage, and oil seed crops. There are additional mapped pockets of "Farmland of Unique Importance" and "Prime Farmland"; however, these appear to be wetter, lesser-used areas of the land. This property has a history of being used as a horse farm. It is unclear from the Purchase & Sale Agreement how much of this farmland will be lost to the proposed residential use.

The Commonwealth maps the forested portions of the site as "Prime Forest Land" with areas of forest of "Local" and "State Importance". These forested areas are the western perimeter of the property and the wetland system on the eastern end of the site. It is unlikely there would be substantial impacts to this forest land for a residential project.

The Snow property does not abut any publicly-owned open space. The Fay family's apple orchard runs along the southerly sideline. However, Route 495 is to the west, a sprawling subdivision consumes the Merrimac land to the north, and the Snow property to the east was recently developed with single-family homes.

While there are important natural resources associated with the subject site, it is the Commission's opinion that there are more valuable assets the City could protect for this property's purchase price of \$650,000. The Commission encourages the City to use its resources to protect its irreplaceable natural resources. However, it does not recommend the City exercise its Option to Purchase the subject site at this time.



Haverhill

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

March 13, 2017

To: James J. Fiorentini
Mayor of Haverhill

From: Robert E. Ward *REW*
Deputy DPW Director

Subject: Notice of Intent to Sell 66 Merrimac Road
Map 430, Block 1, Lot 6

Please be advised the Water and Wastewater Divisions have reviewed the subject referenced above and have no comment or objection to the sale of this property.

If you need additional information please call me at (978) 374-2383.

Cc: John D'Aoust, WTP Facility Manger
Fred Haffty, WWTP Facility Manager
Paul Jessel, WWTP Collection System Supervisor



CITY OF HAVERHILL

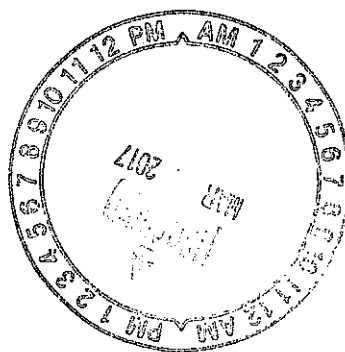
ASSESSORS OFFICE – ROOM 115
Phone: 978-374-2316 Fax: 978-374-2319
Assessors@cityofhaverhill.com



DATE: March 9, 2017
TO: Mayor Fiorentini
FROM: Stephen C. Gullo, MAA Tax Assessor
SUBJECT: 66 Merrimac Rd. Haverhill, MA

The Assessor's Office supports the sale of the above property due to the fact that the City will receive approximately \$53,000 in Roll Back Taxes and interest (which is uncommitted money) and the property will likely be subdivided for residential purposes with a greater amount of RE taxes to be paid in perpetuity. This land, located in a rural section of Rocks Village next to the Merrimac Town Line, does not lend itself to a public park, trail or any other public benefit. The highest and best use for the property is low density residential development which would be consistent with the existing neighborhood.

Based on this information, the Assessor's Office does not support the City exercising its right of first refusal.





Haverhill


Human Resources Department, Room 306

Phone: (978) 374-2357 Fax: (978) 374-2343

Denise McClanahan, HR Director – dmcclanahan@cityofhaverhill.com

Sheila Pelczar, HR Technician – spelczar@cityofhaverhill.com

6.1

TO: Mayor James J. Fiorentini
FROM: Denise McClanahan, HR Director 
DATE: March 23, 2017
RE: Salary Ordinance & MOA submission

Attached please find an ordinance and Memorandum of Agreement for the Teamsters Conservation Officers, Animal Control Officers, Police Mechanics, Police Building Maintenance Craftsmen/Custodians and Public Property Building Custodian Group as a result of their recent negotiations. Please submit these documents to the next City Council meeting for action.

dIm



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

March 24, 2017

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

RE: Salary Ordinance and MOA

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

Attached is an ordinance and MOA between the City of Haverhill and the Teamsters Conservation Officers, Animal Control Officers, Police Mechanics, Police Building Maintenance Craftsmen/Custodians and Public Property Building Custodian Group as a result of their recent negotiations. This agreement needs to be placed on file for 10 days. I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

6.1.1

Memorandum of Agreement
Between
The City of Haverhill and The Conservation Officers, Animal Control Officers, Police Mechanics (Motor
Equipment Repairmen), Police Building Maintenance Craftsmen/Custodians and Public Property Building
Custodian Group – Teamsters Local #170

One year contract:

July 1, 2016 to June 30, 2017

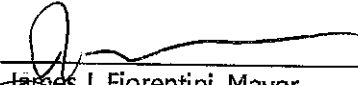
Wages

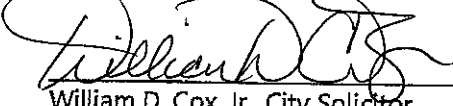
Amend Article VII: WAGES AND LONGEVITY to add the following:

1.75% salary increase effective 7-1-2016

Date:

3/21/17


James J. Fiorentini, Mayor


William D. Cox, Jr., City Solicitor


Ed Adley, Teamsters Business Agent


Michelle Hanel Cannon
Shop Steward



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

G.I.2 File today

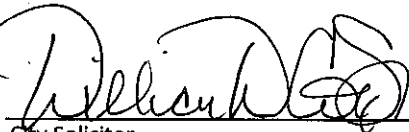
ORDERED:
MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
CONSERVATION OFFICERS, DOG OFFICERS,
POLICE MECHANICS (ME REPAIRMEN), POLICE
BUILDING MAINTENANCE CRAFTSMEN/CUSTODIAN
AND PUBLIC PROPERTY BUILDING CUSTODIAN GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 2-H of 2015 is hereby amended as follows:

EFFECTIVE 7/1/2016 1.75%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Senior Conservation Officer	\$ 1,068.17	\$ 1,136.36			
Conservation Officer	\$ 916.20	\$ 974.68			
Senior Animal Control Officer	\$ 654.55	\$ 691.02			
Animal Control Officer	\$ 571.37	\$ 607.83			
Police Mechanics (Motor Equipment Repairmen)	\$ 18.53	\$ 19.87	\$ 21.10	\$ 22.27	
Police Bldg Mtnce Craftsperson/Custodian	\$ 702.27	\$ 744.41			
Custodian	\$ 675.00	\$ 700.00	\$ 725.00	\$ 750.00	\$ 772.00

Approved as to legality:


City Solicitor



DOCUMENT 2-H

CITY OF HAVERHILL

In Municipal Council June 16 2015

CHAPTER
CONSERVATION OFFICERS, DOG OFFICERS,
POLICE MECHANICS (ME REPAIRMEN), POLICE
BUILDING MAINTENANCE CRAFTSMEN/CUSTODIAN
AND PUBLIC PROPERTY BUILDING CUSTODIAN GROUP

ORDERED:
MUNICIPAL ORDINANCE
IN ORDINANCE RELATING TO SALARIES

BE IT ORDAINED by the City Council of the City of Haverhill that Document 11-G of 2014 is hereby amended as follows:

EFFECTIVE 7/1/2014 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Senior Conservation Officer	\$ 1,034.29	\$ 1,100.31				
Conservation Officer	\$ 887.13	\$ 943.76				
Senior Animal Control Officer	\$ 633.79	\$ 669.10				
Animal Control Officer	\$ 553.24	\$ 588.54				
Police Mechanics (Motor Equipment Repairmen)	\$ 17.95	\$ 19.24	\$ 20.43	\$ 21.56		
Police Bldg Mtnce Craftsperson/Custodian	\$ 679.99	\$ 720.79				
Custodian	\$ 542.44	\$ 558.30	\$ 574.63	\$ 591.46	\$ 608.78	\$ 626.65

EFFECTIVE 7/1/2015 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Senior Conservation Officer	\$ 1,049.80	\$ 1,116.81				
Conservation Officer	\$ 900.44	\$ 957.92				
Senior Animal Control Officer	\$ 643.29	\$ 679.14				
Animal Control Officer	\$ 561.54	\$ 597.37				
Police Mechanics (Motor Equipment Repairmen)	\$ 18.21	\$ 19.53	\$ 20.74	\$ 21.89		
Police Bldg Mtnce Craftsperson/Custodian	\$ 690.19	\$ 731.60				
Custodian	\$ 550.57	\$ 566.67	\$ 583.25	\$ 600.34	\$ 617.91	\$ 636.05

PLACED ON FILE for at least 10 days

Attest:

City Clerk

proved as to legality:

Solicitor

6,1,3

Side Letter Agreement
Between

The City of Haverhill and The Conservation Officers, Animal Control Officers, Police Mechanics
(Motor Equipment Repairmen), Police Building Maintenance Craftsmen/Custodians and Public
Property Building Custodian Group – Teamsters Local #170

SALARY SCHEDULE –Article VII - Section 5:

Effective 7/1/16 - delete current scale and replace with the following:

Building Custodian

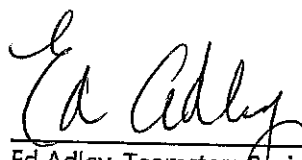
Step 1	Step 2	Step 3	Step 4	Step 5
\$675.00	\$700.00	\$725.00	\$750.00	\$772.00

The current Building Custodian will be placed on Step 1 upon passage of the salary ordinance for this collective bargaining group by the Haverhill City Council. As dictated in the contract, step raises shall occur every 6 months from date of hire or advancement.

Date:

3/21/17

James J. Fiorentini, Mayor



Ed Adley, Teamsters Business Agent

William D. Cox, Jr., City Solicitor

Shop Steward



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

March 24, 2017

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

RE: Side Letter Agreement

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

Attached is a salary schedule for the agreement between the City of Haverhill and the Teamsters Conservation Officers, Animal Control Officers, Police Mechanics, Police Building Maintenance Craftsmen/Custodians and Public Property Building Custodian Group as a result of their recent negotiations. This agreement needs to be placed on file. I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

Heavy MARCH 28 2017

Special Permit

Robert D. Harb

ATTORNEY AT LAW

17 WEST STREET

HAVERHILL, MASSACHUSETTS 01830

TEL: (978) 373-5611
FAX: (978) 373-7441
EMAIL: bobharb@aol.com

Of Counsel
Alfred J. Cirome

8.1

February 2, 2017

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

Re: APPLICATION FOR A SPECIAL PERMIT
FOR A MIXED USE -2 Commercial Units (Basement and First Floor)
and Two Single Family Residential Units (Second and Third Floor)-
128 Washington Street, Haverhill, MA
Haverhill Assessor's Map 310 Block 1 Lot 17
Containing 1,774 Square Feet ±

And APPLICATION FOR PERMIT to Erect, Construct, Maintain and Place On
and Over Phoenix Row a Deck and To Maintain a Dumpster in said Phoenix Row

Lloyd Jennings and J. Bradford Brooks, Applicants, with a mailing address of 6 Lancaster Street, Haverhill, MA 01830, hereby applies to the City Council for a Special Permit under the terms and provisions of the Haverhill Zoning Ordinance Chapter 255 to convert two floors of the existing building located at 128 Washington Street to single family residential units, while maintaining Commercial units on the first floor and basement of the building located at 128 Washington Street, Assessor's Map 310 Block 1 Lot 17. The first floor will remain a restaurant and the basement will be for a commercial/retail use. Said premises is owned by Thomas A. Gagne and Scott Pare as Trustees of Five Boys Realty Trust (Owner) by deed recorded with the Essex South District Registry of Deeds in Book 16869 Page 161.

Said units are to be sold as condominiums.

The property is located in the CC and WD-A Waterfront District Subzone. This mixed use is permitted in the WD-A District. A "Multifamily Dwelling" is allowed in the CC Zone with a Special Permit from the City Council. There are no dimensional regulations for Sub-Zone A except maximum height of the building shall be 74 feet.

The lot and the building are prior existing.

33
Required three Parking Spaces for the residential units will be provided by lease in the Haverhill Parking Facility on Granite Street,

Applicant also seeks a permit under Chapter 222 Section 20 to Erect, Construct, Maintain and Place On and Over Phoenix Row a Deck and To Maintain a Dumpster in said Phoenix Row as shown on the plans filed herewith.

As part of this Permit Application, the following details are hereby submitted:

1. The location is Phoenix Row in the rear of the building located at 128 Washington Street. The existing deck is also located in the rear of 124-126 Washington Street. The existing deck and stairs will be reconstructed to conform to current code requirements.
2. The object for which this permit is sought is a deck for use with the first floor restaurant and the abutting building, and a dumpster.
3. The deck will be constructed with pressure treated wood and/or composite deck materials.
4. The requested location is in Phoenix Row to the rear of the building at 128 and 124-126 Washington Street; the height of the deck will be 10.5 feet more or less, and the projection into the way is shown in the plans filed herewith.
5. It is presumed that no other portion of the way would be needed to be used to temporary deposit materials for the construction of this deck.
6. The deck will be attached to the building and will be supported by lally columns with pressure treated wood beams and/or LVL beams as shown on plans filed herewith.

This Application is accompanied by:

30 sets of the Site Plan;

30 sets of the Architectural Floor Plans;

30 sets of Deck Plan;

Consent of the Current Owners to File this Petition;

Copy of letter from MVRTA for Lease of three parking spaces;

A Legal Description of Premises;

and the required filling fees.

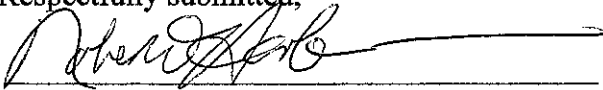
Applicants would respectfully request the City Council grant this Application for a Special Permit for the Mixed Use and the Permit for the deck and dumpster.

Special permit mixed use
128 Washington St

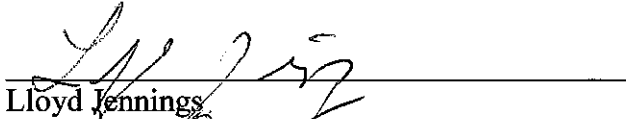
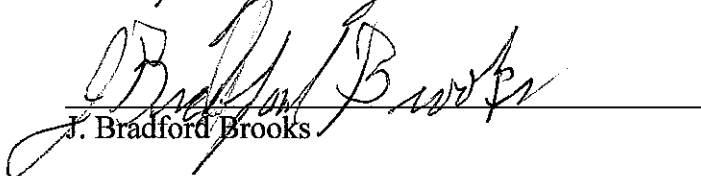
33
Special permit mixed use
128 Washington St

Applicant waives the 65 day hearing requirement.

Respectfully submitted,



Robert D. Harb, Attorney For Lloyd Jennings and J. Bradford Brooks


Lloyd Jennings
J. Bradford Brooks

l-city-jennings-brooks-sp

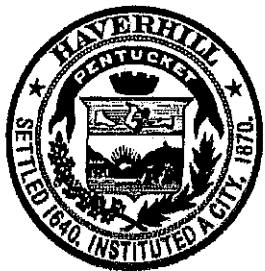
IN CITY COUNCIL: February 7 2017

REFER TO PLANNING AND

VOTED: that COUNCIL HEARING BE HELD MARCH 28 2017

Attest:

City Clerk



Haverhill

Planning Board

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

March 23, 2017

City Council President John Michitson
& City Councilors
City of Haverhill

RE: Special Permit -128 Washington Street

Members Present: Karen Peugh, Bill Evans, Karen Buckley, Kenneth Cram, Alison Colby-Campbell,
Jack Everette, Bob Driscoll

Members Absent: April DerBoghossian, Esq. and Paul Howard

Also Present: William Pillsbury, Jr., Director of Economic Development and Planning
Lori Woodsum, Office Manager

Dear City Council President and Councilors:

Please note at the March 8, 2017, Planning Board meeting the board considered the recommendation of the Planning Director, William Pillsbury, Jr. to withdraw this application.

The Planning Director noted that we received notice from the Building Inspector relative to this project that it does not need action of the Planning Board. I would request that this item be withdrawn from the agenda.

After board consideration, Member Karen Peugh motioned to withdraw the application as recommended by the Planning Director. Member Karen Buckley seconded the motion. All members present voted in favor. Members Absent: April DerBoghossian, Esq. and Paul Howard. Motion Passed.

Signed:

Paul B. Howard
Chairman



Haverhill

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

March 24, 2017

TO: City Council President John J. Michitson and members of the Haverhill City Council

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

SUBJECT: 128 Washington Street—

On March 8, 2017, the planning board received notice from the building inspector relative to the project filing indicating that the project did **not** require action from the planning board as the proposed use (commercial on the first floor and 2 residential units) is allowed by right in the waterfront zoning subzone A. As such the matter was withdrawn from the Planning board. The minutes of the hearing are in your packages.

Similarly, with the proposed use being allowed by right, the applicant does not need a special permit from the city council for the use. However they do need a permit from the city council similar to those granted by the city to other owners along the alleyway. The applicants proposal describes the limits of their request.

As Planning director, I recommend approval of the permit to utilize the alley for the construction of the rear deck similar to the permits granted along the same way to other users.

Recommendation: Approve the permit to utilize the alley area to construct a rear deck.

Amended Deck Plan
in phoenix Row

Robert D. Harb
ATTORNEY AT LAW
17 WEST STREET
HAVERHILL, MASSACHUSETTS 01830

TEL: (978) 373-5611
FAX: (978) 373-7441
EMAIL: bobharb@aol.com

Of Counsel
Alfred J. Cirome

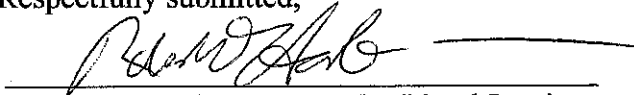
March 17, 2017

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

Re: APPLICATION FOR PERMIT to Erect, Construct, Maintain and Place On and Over Phoenix Row a Deck and To Maintain a Dumpster in said Phoenix Row

As you are aware, Applicant is seeking a permit under Chapter 222 Section 20 to Erect, Construct, Maintain and Place On and Over Phoenix Row a Deck and To Maintain a Dumpster in said Phoenix Row. Enclosed are 32 copies an Amended Deck Plan. Please file the same.

Respectfully submitted,



Robert D. Harb, Attorney For Lloyd Jennings and J. Bradford Brooks

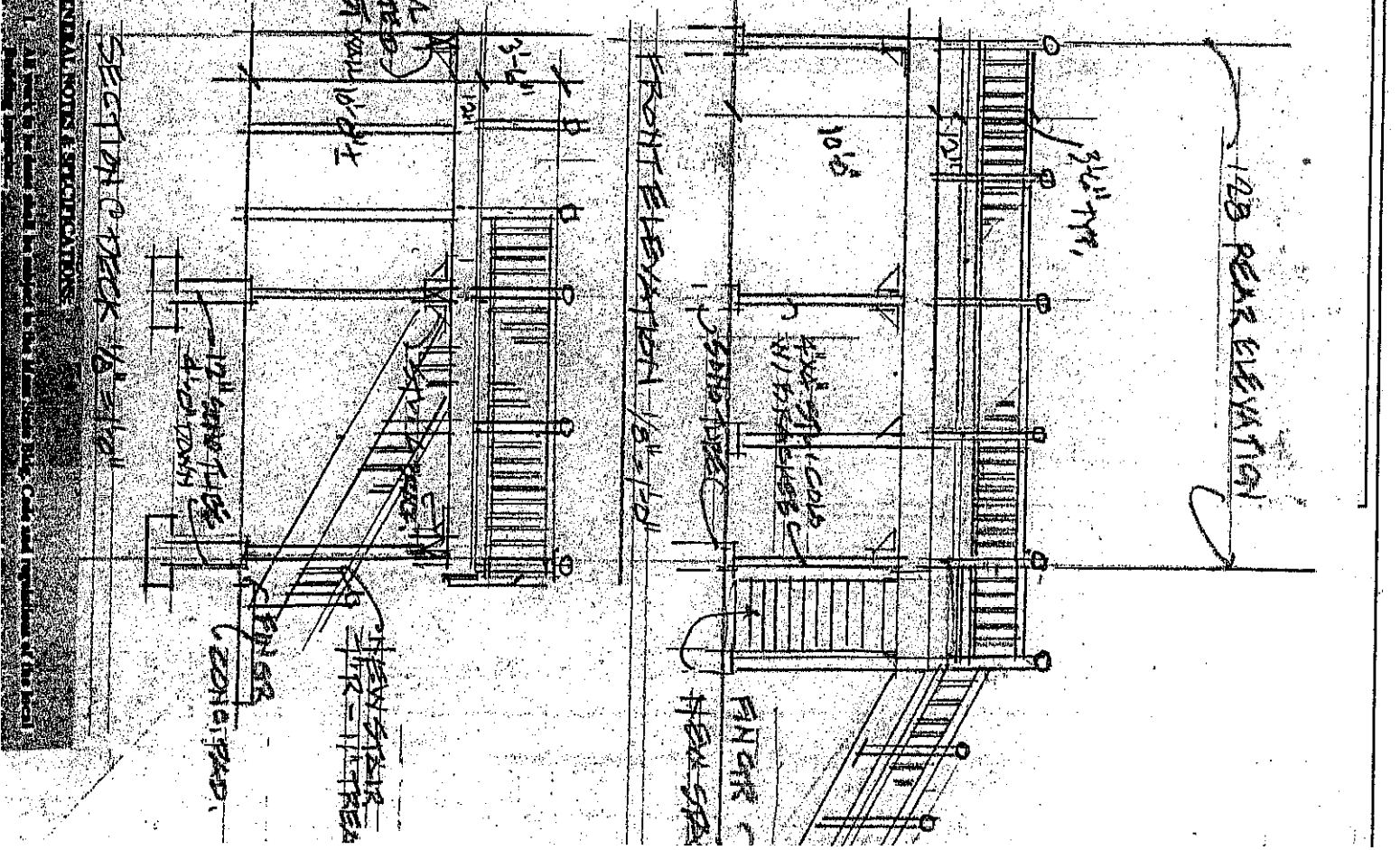
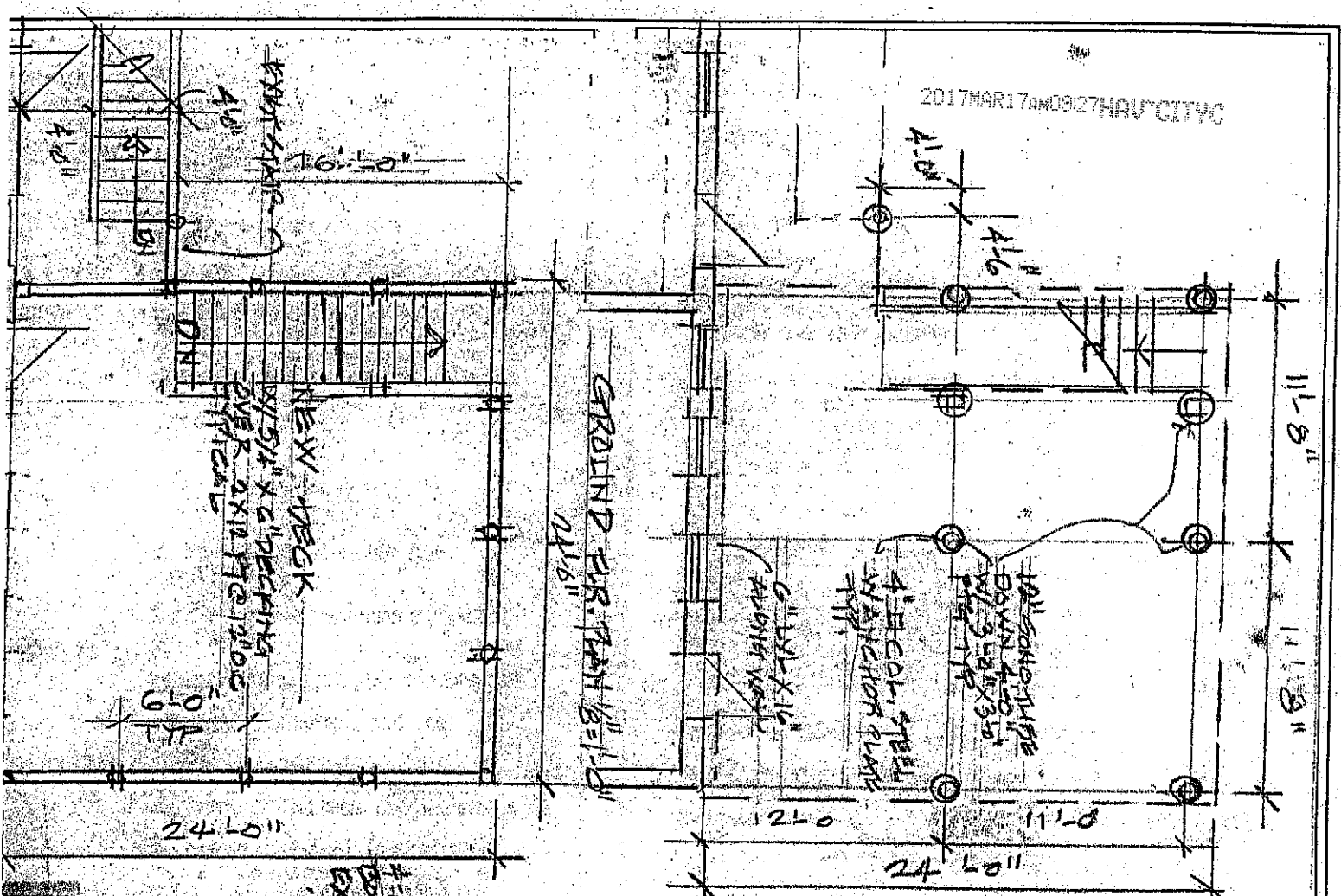
l-city-jennings-brooks-sp-2

Hearing Date: March 28, 2017

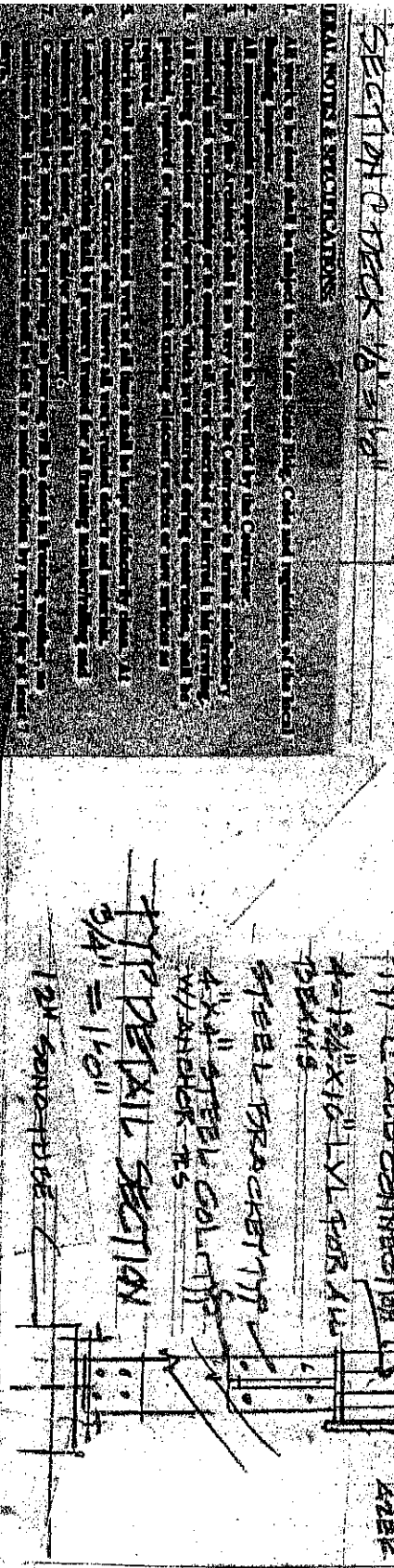
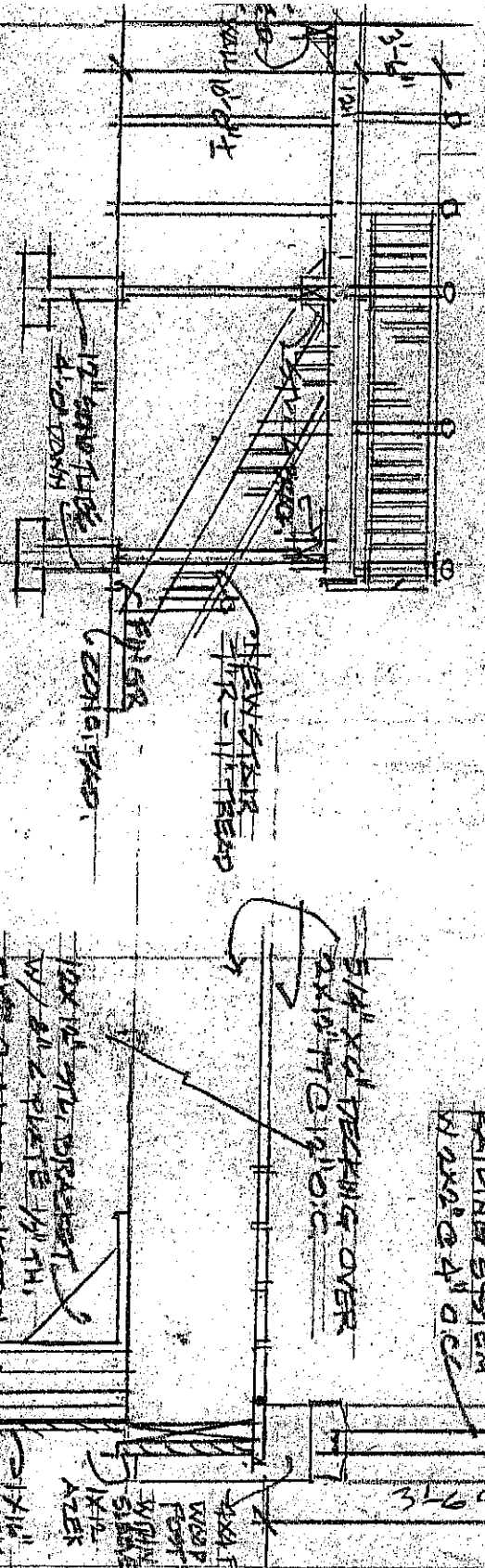
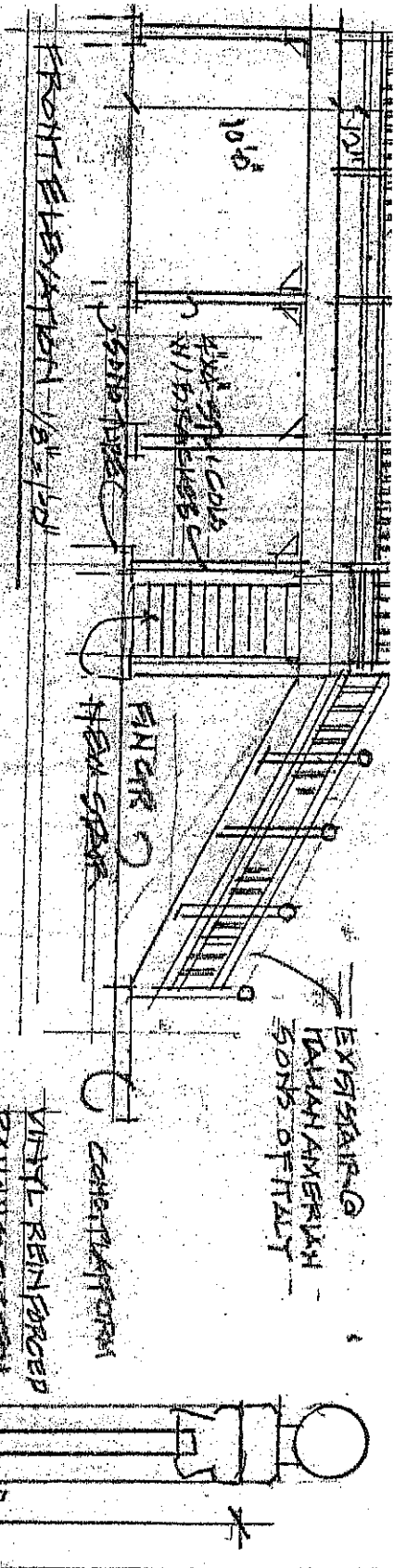
2017MAR17AM0927HARV.CIROME

6102 C1 4mm

2017MAR17AM09:27HARV CITYC



GENERAL NOTES & SPECIFICATIONS:
1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS (B.C.S.)
2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER (C.E.)
3. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.



DETAIL NOTES & SPECIFICATIONS

1. All work to be done shall be subject to the plans, specifications, Code and regulations of the local building department.

2. All materials and workmanship shall be subject to the inspection of the Contractor.

3. The Contractor shall be responsible for obtaining all necessary permits and for the cost thereof.

4. The Contractor shall be responsible for the safety of the work and for the safety of the public.

5. The Contractor shall be responsible for the removal of all debris and for the cleanup of the work area.

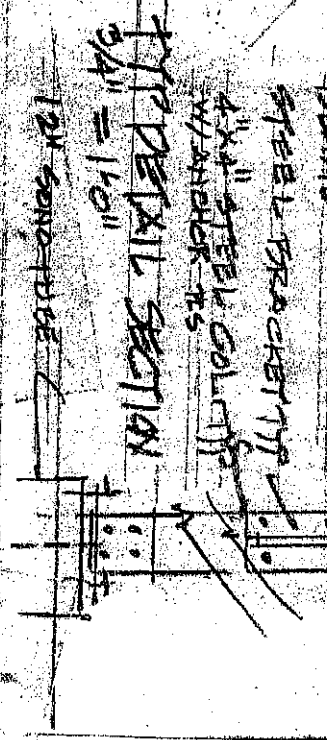
6. The Contractor shall be responsible for the protection of all existing structures and utilities.

7. The Contractor shall be responsible for the completion of the work within the specified time frame.

8. The Contractor shall be responsible for the payment of all subcontractors and suppliers.

9. The Contractor shall be responsible for the maintenance of the work area and for the safety of the public.

10. The Contractor shall be responsible for the completion of the work within the specified time frame.



SHEET NO. D-1	PROPOSED DECK @ REAR 128 WASHINGTON STREET HAVERHILL, MA 01830	Design Partner 85 Brockton Avenue on Pentuck Phone (978)372-9400
PROJECT NO. R16-11-XXX		

March 17 2017

Dec. 28, 2016

RE; 128-130 Washington St.
Haverhill Ma. 01830

To Whom It May Concern,

We the owners of 128-130 Washington St
Haverhill Ma. 01830. Thomas A. Gagne Trustee and Scott Pare Trustee of
Five Boys Realty Trust. Give permission to Lloyd Jennings and J. Bradford
Brooks to file for any required special permits and variances or definitive
plans for a mixed use 2 commercial and 2 residential condominiums on the
top 2 floors at said address.



Thomas A. Gagne, Trustee Five Boys Realty Trust



Scott Pare, Trustee Five Boys Realty Trust



MVRTA Advisory Board Officers
Mayor Daniel Rivera, Chair
Mr. David Van Dam, Vice Chair
Ms. Christine Lindberg, Secretary

Joseph J. Costanzo
Administrator

January 6, 2017

Mr. Lloyd Jennings
6 Lancaster Street
Haverhill, MA 01830

Subject: Parking Spaces in the MVRTA Parking Facility

Dear Mr. Jennings,

In regards to your request to lease three (3) parking spaces for the condo units being created at 128-130 Washington Street, these spaces are available in the Haverhill Parking Facility on Granite Street.

A lease term sheet will be prepared and forwarded to you within the next two weeks.

Sincerely,

Joseph J. Costanzo
Administrator

JJC/ps

cc: Mr. David Van Dam, Vice Chair, MVRTA Advisory Board

cc: Mr. Lloyd Jennings, 6 Lancaster Street, Haverhill, MA 01830

cc: Mr. Joseph J. Costanzo, Administrator, MVRTA, 85 Railroad Avenue, Haverhill, MA 01830

PROPERTY DESCRIPTION

The land in Haverhill, Essex County, Massachusetts, with the buildings thereon on the southerly side of Washington Street, being lot numbered 17, as shown on Plan 310 in the Engineer's Office of the City of Haverhill, bounded according to said plan as follows:

NORTHWESTERLY by Washington Street, 25.3 feet

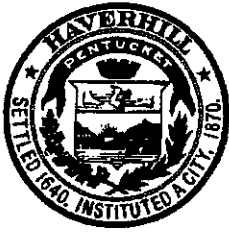
SOUTHWESTERLY by a way known as Saunders Place, 70.15 feet;

SOUTHEASTERLY along the center line of a way known as Phoenix Row, 25.3 feet, more or less; and

NORTHWESTERLY by the Center partition wall (along the building numbered 124-126 Washington Street) 70.15 feet, more or less.

Containing 2,086 square feet, more or less, according to said plan.

Together with the right, in common with others entitled thereto for all purposes of travel, of said Phoenix Row and a strip of land 12 feet in width on the westerly portion of the premises known as Saunders Place running from said Washington Street to said Phoenix Row and connecting therewith.



11.3B1

Haverhill

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

Date: 3/17/17

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks to receive a license for **TAG DAYS**:

Organization: Riverside-Bradford Baseball Applicant's Name: Greg Deschenes
Applicant's Residence: 73 Towne Hill Rd Bradford, MA Applicant's Signature: Greg Deschenes

(3 CONSECUTIVE DAYS ONLY, ONE OF WHICH MAY INCLUDE SOLICITATION ON A PUBLIC WAY)

Date of Tag Day Request(s): Sat. 6/24/17 Date—Solicitation on a Public Way: _____

Canister: ☒ Tag: _____ Fee: \$ _____

STREET LOCATIONS (SELECT BELOW):

OFF STREET LOCATIONS (SPECIFY OTHER):

Rosemont St and Main St _____

Market Basket all 3 locations

Water st and Mill st _____

South Main St & Salem St
(Bradford Common) _____

Main St & Kenoza Ave
(Monument Square) _____

Office Use Only

Recommendation by Police Chief: ☒ Approved _____
_____ Denied _____

Alan R. [Signature]
Police Chief

In Municipal Council, _____

Attest:

City Clerk



11, 3.4

Haverhill

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

Date 3-1-17

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: Michael McCarthy Signature: [Signature]
Business Name: McCarthy Bros. General Contractor, Inc.
Business Address: 483 Nashua Rd
City Dracut. State MA Zip 01826
Business Phone: 978-957-0473 Fax: _____

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

No. _____
Fee 100
Bonds on File: ✓

Approved ✓
Denied _____

[Signature]
City Engineer

In Municipal Council, _____ 20____

Attest:

City Clerk

(See other side)

City of Haverhill

Taxi Driver License – Ch.230 sec.20

Honorable President and Members of the Haverhill City Council

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill

Name: Montane Lefebvre (A Family Car)

Address: 43 Nichols St. Apt B Haverhill, MA

Applicant phone number: 603-212-6897

Any driver of vehicle(s) must provide name, address, and Driver's license # - fill out on back.

Office use only

New/Renew (circle one)

Fee: \$50 - annual fee - Jan 1st to Dec 31st License

In Municipal Council, _____

20__

Attest: _____

City Clerk

Approve ☒ _____

Denied ☐ _____

[Signature]
Police Chief

Please complete back side of this application

11,511

p4 \$50

cash

3/21/17



Document
CITY OF HAVERHILL
In Municipal Council

12.1

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>
James Page Insurance Agency, Inc	482.44	Liability Ins
W B Mason	404.83	City Clerk
W B Mason	5.06	Assessor
W B Mason	14.78	Treasurer/Collector



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

March 24, 2017

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

RE: FY 2016 Bills

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

Enclosed, please find an order to pay a bill from the previous fiscal year for \$907.11 to pay the following bills:

1. James Page Insurance Company Inc. \$482.44
2. WB Mason \$424.67

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/lyf

James Page Insurance Agy. Inc.
191 Merrimack St., PO Box 111
Haverhill, MA 01830-0111
Phone: 978-373-3893

City Of Haverhill
City Hall
4 Summer Street Rm 106
Haverhill, MA 01830

INVOICE NO. 31105	
ACCOUNT NO.	DATE
HAVER-8 DS	05/11/2016
Dwelling Fire (Personal Lines)	
POLICY	
ATR/D/37179	
COMPANY	
Lloyds of London Underwriters	
PERIOD	EXPIRATION
04/29/2016	04/29/2017
BALANCE DUE	

			Description	Amount
89833	04/29/16	REN	Dwelling Fire 142 Cedar St 16	\$1,011.00
89834	04/29/16	SLT	Surplus Lines Tax	\$40.44

Invoice Balance: \$1,051.44

Examined and allowed for

MAR 16 2016

AMOUNT
AUDITOR

Thank you for insuring with James Page Insurance.

James Page Insurance Agy. Inc.
191 Merrimack St., PO Box 111
Haverhill, MA 01830-0111
Phone: 978-373-3893

City Of Haverhill
City Hall
4 Summer Street Rm 106
Haverhill, MA 01830

INVOICE NO. 31068		Page 1
ACCOUNT NO.	OP	DATE
HAVER-8	DS	04/19/2016
Watercraft		
POLICY#		
H0877123		
COMPANY		
CNA Insurance Companies		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
07/01/2016	07/01/2017	

Item #	Ref Date	Ref	Description	Amount
89671	04/06/16	-EN	Delete 1999 Starcraft & Trailer	(\$585.00)
Invoice Balance:				(\$585.00)

allowed for
MAR 16 2016
AMOUNT
AUDITOR

Thank you for insuring with James Page Insurance.

James Page Insurance Agy. Inc.
 191 Merrimack St., PO Box 111
 Haverhill, MA 01830-0111
 Phone: 978-373-3893

City Of Haverhill
 City Hall
 4 Summer Street Rm 106
 Haverhill, MA 01830

INVOICE NO. 31080		Page 1
HAVER-8	DS	04/22/2016
Commercial Property		
POLICY#		
01LX054201726-03		
COMPANY		
New Hampshire Ins. Co.		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
07/01/2016	07/01/2017	

	Description	Amount
89712 03/10/16 +EN	Add Olympia - Delete Zamboni	\$16.00
Invoice Balance:		\$16.00

Examined and allowed for
 MAR 16 2016
 AMOUNT
 AUDITOR

Thank you for insuring with James Page Insurance.



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301
Address Service Requested
888-WB-MASON www.wbmason.com

CITY OF HAVERHILL
4 SUMMER STREET
HAVERHILL, MA 01830

PO 174330

(Page 1)

PM(P)

Delivery Address	Invoice Number:	I35505587
City Clerk's Office-RM 118	Customer Number:	C1016545
ATTN.: LINDA KAOTULAS	Reference Number:	I35505587
4 Summer Street	Invoice Date:	06/22/2016
RM 118	Due Date:	07/22/2016
Haverhill, MA 01830	PO Number:	10-00000001975008795
	Order Date:	06/10/2016
	Order Number:	S038256427
	Order Method:	PHONE

W.B. Mason Federal ID #: 04-2455641

Important Messages

Please send all remittance coupons with your payment to our REMITTANCE ADDRESS:

W.B. Mason Co., Inc.
PO BOX 981101
Boston, MA 02298-1101

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
ACM10562	RULER, VINYL, 12IN, METRIC	6	EA	0.81	4.86
SOU404C	PPR, BSNS, 25% C, 24#, 8.5X11, WE	6	BX	15.81	94.86
MMMC38BK	DISPENSER, TAPE, DESK, BK	6	EA	1.36	8.16
DXEDBB12W	BOWL, PPR, 12OZ, 125/PK, WH	2	PK	6.57	13.14
MMM810K24	TAPE, MAGIC, 810 VP, 3/4X1000, 24PK	1	PK	31.91	31.91
MRC6709	TOWEL, 2PLY, 15RLS	1	CT	12.90	12.90
GPC47410	TISSUE, FACIAL, ACCLAIM, WE	1	CT	35.71	35.71
DXEUX9WSPK	PLATE, ULTRALUX, HD, 8-5/8"	2	PK	13.15	26.30
COS010129	STAMP, DATER, LINE, S220	12	EA	4.82	57.84
QUA37555	ENV, CLASP, #55, 6X9, BULK PACK	1	CT	62.23	62.23
QUA37590	ENVELOPE, 9X12, CLASP, KFT, 250/CT	2	CT	28.46	56.92

SUBTOTAL: 404.83
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 404.83

To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301
Address Service Requested
888-WB-MASON

CITY OF HAVERHILL
4 SUMMER STREET
HAVERHILL, MA 01830

Remittance Section

Customer Number: C1016545
Invoice Number: I35505587
Reference Number: I35505587
Invoice Date: 06/22/2016
Terms: Net 30
Total Due: \$404.83

Amount Enclosed \$

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101



C1016545I35505587I355055870000000404835



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301
Address Service Requested

888-WB-MASON www.wbmason.com

CITY OF HAVERHILL
4 SUMMER STREET
HAVERHILL, MA 01830

(Page 1)
PM(P)

Delivery Address	Invoice Number:	I35229226
Assessors - Assessors	Customer Number:	C1016545
ATTN.: STEVE GULLO	Reference Number:	I35229226
4 Summer Street	Invoice Date:	06/10/2016
Room 115	Due Date:	07/10/2016
Haverhill, MA 01830	PO Number:	10-00000001975008749
	Order Date:	06/09/2016
	Order Number:	S038201289
	Order Method:	WEB

W.B. Mason Federal ID #: 04-2455641

Important Messages

Please send all remittance coupons with your payment to our REMITTANCE ADDRESS:

W.B. Mason Co., Inc.
PO BOX 981101
Boston, MA 02298-1101

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
PAP6160187	PEN,BP,CMFRTMT,FINE,PT,BLUE	1	DZ	5.06	5.06

SUBTOTAL: 5.06
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 5.06

*Pass Due
Please Remit!
Thank You!*

To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301

Address Service Requested
888-WB-MASON

CITY OF HAVERHILL
4 SUMMER STREET
HAVERHILL, MA 01830

Remittance Section

Customer Number: C1016545
Invoice Number: I35229226
Reference Number: I35229226
Invoice Date: 06/10/2016
Terms: Net 30
Total Due: \$5.06

Amount Enclosed \$ _____

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101



C1016545I35229226I352292260000000005066



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301
Address Service Requested

888-WB-MASON www.wbmason.com

CITY OF HAVERHILL
4 SUMMER STREET
HAVERHILL, MA 01830

1620000.
145.5420

Delivery Address

Treasurer/Collector -
Treasurer/Collector
ATTN: PATRICK
DELLORUSSO
4 Summer Street
Room 114
Haverhill, MA 01830

Invoice Number:

134836563

Customer Number: C1016545
Reference Number: 134836563
Invoice Date: 05/25/2016
Due Date: 06/24/2016
PO Number: 10-0000001975008377
Order Date: 05/24/2016
Order Number: S037743070
Order Method: WEB

(Page 1)
PM(P)

W.B. Mason Federal ID #: 04-2455641

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W.B. Mason Co., Inc.
PO BOX 981101
Boston, MA 02298-1101

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
ACM10417	RULER, STAINLESS STEEL, 18IN	1	EA	2.15	2.15
ACM10564	RULER, VINYL, 18IN, METRIC	1	EA	1.18	1.18

SUBTOTAL: 3.33
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 3.33

Examined and allowed for

MAR 9 2017

AMOUNT
AUDITOR

To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301

Address Service Requested
888-WB-MASON

CITY OF HAVERHILL
4 SUMMER STREET
HAVERHILL, MA 01830

Remittance Section

Customer Number: C1016545
Invoice Number: 134836563
Reference Number: 134836563
Invoice Date: 05/25/2016
Terms: Net 30
Total Due: \$3.33

Amount Enclosed \$

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101



C1016545I34836563I348365630000000003333



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301
Address Service Requested

888-WB-MASON www.wbmason.com

CITY OF HAVERHILL
4 SUMMER STREET
HAVERHILL, MA 01830

(Page 1)
PM(P)

Delivery Address

Treasurer/Collector -
Treasurer/Collector
ATTN.: PATRICK
DELLORUSSO
4 Summer Street
Room 114
Haverhill, MA 01830

Invoice Number:

134840604

Customer Number: C1016545
Reference Number: 134840604
Invoice Date: 05/25/2016
Due Date: 06/24/2016
PO Number: 10-00000001975008394
Order Date: 05/24/2016
Order Number: S037759302
Order Method: WEB

W.B. Mason Federal ID #: 04-2455641

Important Messages

Please send all remittance coupons with your payment to our REMITTANCE ADDRESS:

W.B. Mason Co., Inc.
PO BOX 981101
Boston, MA 02298-1101

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
MMM810K3	TAPE,3/4X1000 3PK,CR	1	PK	4.29	4.29

SUBTOTAL: 4.29
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 4.29

~~Examined and allowed for~~

~~MAR 9 2017~~

~~AMOUNT
AUDITOR~~

*Past Due
Please Remit
Thank You!*

To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301

Address Service Requested
888-WB-MASON

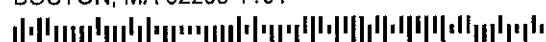
CITY OF HAVERHILL
4 SUMMER STREET
HAVERHILL, MA 01830

Remittance Section

Customer Number: C1016545
Invoice Number: 134840604
Reference Number: 134840604
Invoice Date: 05/25/2016
Terms: Net 30
Total Due: \$4.29

Amount Enclosed \$

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101



C1016545I34840604I348406040000000004297



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301
Address Service Requested

888-WB-MASON www.wbmason.com

CITY OF HAVERHILL
4 SUMMER STREET
HAVERHILL, MA 01830

(Page 1)

PM(P)

Delivery Address	Invoice Number:	134868825
Treasurer/Collector -	Customer Number:	C1016545
Treasurer/Collector	Reference Number:	134868825
ATTN: PATRICK	Invoice Date:	05/26/2016
DELLORUSSO	Due Date:	06/25/2016
4 Summer Street	PO Number:	10-00000001975008434
Room 114	Order Date:	05/25/2016
Haverhill, MA 01830	Order Number:	S037785484
	Order Method:	WEB

W.B. Mason Federal ID #: 04-2455641

Important Messages

Please send all remittance coupons with your payment to our REMITTANCE ADDRESS:

W.B. Mason Co., Inc.
PO BOX 981101
Boston, MA 02298-1101

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
CASMP2201BF	PAPER,XERO/DUP,20#,LTR,BF	2	RM	3.58	7.16

SUBTOTAL: 7.16
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 7.16

*Pass Due
Please Remit
From Govt.*

~~Examined and allowed for~~

~~MAR 9 2017~~

~~14.28~~

~~AMOUNT
AUDITOR~~

To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC.
59 Centre St - Brockton, MA 02301

Address Service Requested
888-WB-MASON

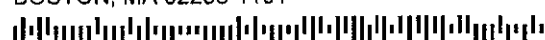
CITY OF HAVERHILL
4 SUMMER STREET
HAVERHILL, MA 01830

Remittance Section

Customer Number: C1016545
Invoice Number: 134868825
Reference Number: 134868825
Invoice Date: 05/26/2016
Terms: Net 30
Total Due: \$7.16

Amount Enclosed \$ _____

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101



C1016545I34868825I348688250000000007161



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

File 10 days

12A.1

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 227

AN ORDINANCE RELATING TO TAG DAYS


BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 227, as amended, is hereby further amended as follows:

§227-7. Soliciting on public ways.

By deleting the section in its entirety and inserting in place thereof the following:

"No solicitation on or in a public way shall be allowed."

APPROVED AS TO LEGALITY

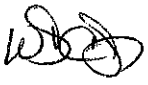

City Solicitor

**CITY OF HAVERHILL
MASSACHUSETTS
CITY SOLICITOR'S OFFICE**

145 South Main Street
Bradford, MA 01835
(978) 373-2360
FAX: 978/891-5424
EMAIL: billcoxlaw@aol.com

**WILLIAM D. COX, JR.
CITY SOLICITOR**

March 23, 2017

TO: John A. Michitson, President and Members of the Haverhill City Council
FROM: William D. Cox, Jr., Esq., City Solicitor 
RE: Tag Days

As requested, I have prepared an ordinance prohibiting soliciting on public ways.

If I can be of any further assistance, kindly advise. Thank you.

cc: James J. Fiorentini, Mayor

CITY COUNCIL

JOHN A. MICHITSON

PRESIDENT

MELINDA E. BARRETT

VICE PRESIDENT

ANDRES X. VARGAS

MICHAEL S. MCGONAGLE

JOSEPH J. BEVILACQUA

COLIN F. LEPAGE

MARY ELLEN DALY O'BRIEN

WILLIAM J. MACEK

THOMAS J. SULLIVAN



CITY OF HAVERHILL

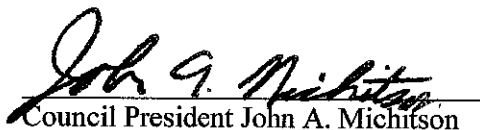
HAVERHILL, MASSACHUSETTS 01830-5843

13,11
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

March 15, 2017

TO: Members of the City Council:

Council President Michitson to introduce Tracy Fuller, Regional Executive Director of the Haverhill YMCA would like to announce the Y's largest fundraiser, the second annual Legacy Event honoring Mary and Ted Murphy.


Council President John A. Michitson

CITY COUNCIL

JOHN A. MIGHTSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN
WILLIAM J. MACEK
THOMAS J. SULLIVAN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

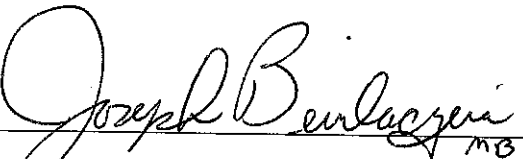
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CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycndl@cityofhaverhill.com

March 23, 2017

To: Mr. President and Members of the City Council:

Councillor Joseph Bevilacqua requests a discussion regarding the closing of the Comcast Haverhill office.


City Councillor Joseph Bevilacqua

CITY COUNCIL

JOHN A. MICHITSON

PRESIDENT

MELINDA E. BARRETT

VICE PRESIDENT

ANDRES X. VARGAS

MICHAEL S. MCGONAGLE

JOSEPH J. BEVILACQUA

COLIN F. LEPAGE

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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

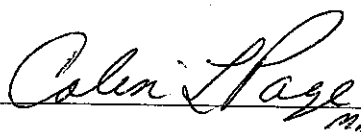
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CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycnd@cityofhaverhill.com

March 23, 2017

To: Mr. President and Members of the City Council:

Councillor LePage requests a status update from Mayor Fiorentini on the School Department's submittal of a Statement of Interest (SOI) for the Consentino School with the Massachusetts School Building Authority (MSBA) to assist in the "elimination of existing severe overcrowding and how the problem prevents the district from delivering the educational program it is required to deliver".


MB

City Councillor Colin LePage

CITY COUNCIL

JOHN A. MICHITSON
 PRESIDENT
 MELINDA E. BARRETT
 VICE PRESIDENT
 ANDRES X. VARGAS
 MICHAEL S. MCGONAGLE
 JOSEPH J. BEVILACQUA
 COLIN F. LEPAGE
 MARY ELLEN DALY O'BRIEN
 WILLIAM J. MACEK
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CITY OF HAVERHILL
 HAVERHILL, MASSACHUSETTS 01830-5843

14.1
 CITY HALL, ROOM 204
 4 SUMMER STREET
 TELEPHONE: 978 374-2328
 FACSIMILE: 978 374-2329
 www.ci.haverhill.ma.us
 citycncl@cityofhaverhill.com

February 23, 2017

TO: Mr. President and Members of the City Council:

Councillor Joseph Bevilacqua requests a discussion regarding Earth Day.


 City Councillor Joseph Bevilacqua

IN CITY COUNCIL: February 28 2017
 POSTPONE TO MARCH 7 2017

Attest:

City Clerk

IN CITY COUNCIL: March 7 2017
 POSTPONED TO MARCH 14 2017

Attest:

City
Clerk

IN CITY COUNCIL: March 21 2017
 POSTPONED TO MARCH 28 2017

Attest:

City Clerk

CITY COUNCIL

41-C
 JOHN A. MICHITSON
 PRESIDENT
 MELINDA E. BARRETT
 VICE PRESIDENT
 ANDRES X. VARGAS
 MICHAEL S. MCGONAGLE
 JOSEPH J. BEVILACQUA
 COLIN F. LEPAGE
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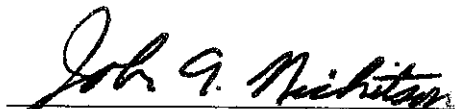
CITY OF HAVERHILL
 HAVERHILL, MASSACHUSETTS 01830-5843

14.2
 CITY HALL, ROOM 204
 4 SUMMER STREET
 TELEPHONE: 978 374-2328
 FACSIMILE: 978 374-2329
 www.ci.haverhill.ma.us
 citycncl@cityofhaverhill.com

March 13, 2017

TO: Members of the City Council:

Council President Michitson wishes to provide status on free parking on Merrimack Street to attend Veterans' Clinic.


 Council President John A. Michitson

IN CITY COUNCIL: March 21 2017
 POSTPONED TO MARCH 28 2017
 Attest:

 City Clerk

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
 MELINDA E. BARRETT
VICE PRESIDENT
 ANDRES X. VARGAS
 MICHAEL S. MCGONAGLE
 JOSEPH J. BEVILACQUA
 COLIN F. LEPAGE
 MARY ELLEN DALY O'BRIEN
 WILLIAM J. MACEK
 THOMAS J. SULLIVAN



CITY OF HAVERHILL
 HAVERHILL, MASSACHUSETTS 01830-5843


14.3
 CITY HALL, ROOM 204
 4 SUMMER STREET
 TELEPHONE: 978 374-2328
 FACSIMILE: 978 374-2329
 www.ci.haverhill.ma.us
 citycncl@cityofhaverhill.com

March 7, 2017

TO: Members of the City Council:

Council President Michitson and Councillor Vargas wish to introduce "The Prospect City Summit" being planned with UMass Lowell for smaller sized cities seeking to thrive in the next economy, and to recommend an associated "Smart Cities" initiative for Haverhill.


 Council President John A. Michitson


 City Councillor Andres Vargas

IN CITY COUNCIL: March 21 2017
 POSTPONED TO MARCH 28 2017
 Attest:

 City Clerk

CITY COUNCIL

JOHN A. MICHITSON

PRESIDENT

MELINDA E. BARRETT

VICE PRESIDENT

ANDRES X. VARGAS

MICHAEL S. MCGONAGLE

JOSEPH J. BEVILACQUA

COLIN F. LEPAGE

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WILLIAM J. MACEK

THOMAS J. SULLIVAN



CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204

4 SUMMER STREET

TELEPHONE: 978 374-2328

FACSIMILE: 978 374-2329

www.ci.haverhill.ma.us

citycncl@cityofhaverhill.com

March 6, 2017

TO: Mr. President and Members of the City Council:

Communication from Councillor LePage requesting a discussion on the effects of the Hale debt along with existing and pending school buildings capital budget debt on the FY18 and future budgets.

Colin LePage
 City Councillor Colin LePage

IN CITY COUNCIL: March 21 2017

POSTPONED TO MARCH 28 2017

Attest:

 City Clerk

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LEPAGE
MARY ELLEN DALY O'BRIEN
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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	2/9/16
6-W	Communication from Councillor Bevilacqua requesting to discuss Wood School Playground	NRPP	2/23/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F 9/6/16, 11/31/16, 1/17/17	3/15/16
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16 1/31/17
26E	City of Haverhill – Mayor’s Recommendations, Capital Improvement Program – 2016-2020	A & F	5/31/16 11/3/16
108-N	Communication from Councillors Bevilacqua and LePage requesting discussion regarding appropriate safe regulation of marijuana shop access and locations	A & F	12/6/16
108-V	Communication from Councillor Daly O’Brien requesting discussion regarding malfunctioning parking kiosks	A & F	12/13/16
108-W	Communication from Councillor Bevilacqua requesting to introduce Brad Brooks and residents of Bradfields Dr. and East Broadway to discuss neighborhood issues	Citizen Outreach	12/13/16 1/31/17
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizen Outreach	1/3/17 1/31/17
10-U	Communication from Pres. Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizen Outreach	1/31/17
10-X	Communication from Councillor Bevilacqua requesting to discuss ways to address senior citizen needs in Haverhill	Citizen Outreach	1/31/17
31-K	Communication for Councillor Macek requesting to discuss proposal to create bike lanes throughout the City	Planning & Dev.	2/14/17