



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, January 29, 2019 at 7:00 PM

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

1. OPENING PRAYER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES OF PRIOR MEETING
4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING
5. COMMUNICATIONS FROM THE MAYOR:
 - 5.1. Mayor Fiorentini submits information and Order to enter into a Purchase and Sales Agreement with Pan Am (formerly Boston and Maine) Railroad to purchase more abandoned railroad Corridor along the former B & M "Georgetown Branch Line" in Bradford
 - 5.1.1. Order – authorize Mayor to purchase on behalf of City premises located by the Merrimack River (re: extension Rail-Trail) pursuant to the "Purchase and Sale Agreement" and also Authorize Mayor to execute any and all other documents as required to complete said purchase and comply with all of the terms of said Agreement
6. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:
7. UTILITY HEARING(S) AND RELATED ORDER(S)
 - 7.1. Petition from National Grid and Verizon NE requesting Joint Pole Locations on Foundation av – Plan 27238929 Hearing Feb 26th
 - 7.2. Petition from National Grid of North Andover requesting underground electric conduits on Foundation av – Plan 27238929-1 Hearing Feb 26th
 - 7.3. Petition from National Grid of North Andover requesting underground electric conduits on Seven Sister rd – Plan 27537891 Hearing Feb 26th
8. HEARINGS AND RELATED ORDERS
 - 8.1. Document 132: Petition from Ernest M Cioto and Mike Niskanen of 38 RR Realty Trust for a Special Permit to allow construction in the Waterfront District (Zone F) with site sitting directly on the Merrimack River to build 60 condos at 38 Railroad st: Assessors Map 701, Block 630, Lot 9
*Related communication from Ernest Cioto on behalf of himself and his business partner Mike Niskanen requesting to **withdraw without prejudice** their petition to construct 60 condos at 38 Railroad st*
9. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28
10. APPOINTMENTS:
 - 10.1. Confirming Appointments:
 - 10.2. Non-Confirming Appointments:
 - 10.2.1. *City's Representative to Community Action Inc Board: Nomsa Ncube 67 Washington st – reappointment Expires Dec 31 2019*
 - 10.3. Resignations



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11. PETITIONS:

- 11.1. Petition from City of Haverhill requesting Hearing for a Corrective Action to fix an Error in Approval of Zoning Amendment: Additional minor changes to Zoning Ordinance – Stevens st – related zoning amendment to table of allowed uses

Refer to Planning Board
Council Hearing Mar 12th

- 11.2. Ordinance re: Zoning – Table of Uses and Parking Regulations
Amend Chapter 255, Zoning Table 1: Re: Stevens st – west side only (Little River Side)

File 10 days

- 11.3. Applications/Handicap Parking Sign - new

- 11.4. Tag Days:

11.4.1. HHS Boys Basketball Boosters, March 15,16,17

11.4.2. Riverside Baseball, May 31st & June 1 & 2

11.4.3. Haverhill High Crew Team, Sep 28 & 29

- 11.5. One Day Liquor License:

- 11.6. Annual License Renewals

11.6.1. Hawker Peddlers License Renewals 2019

11.6.2. Coin-Op License Renewals 2019:

Redbox Automated Retail Locations – Movies (renewals)

11.6.2.1. Market Basket, 285 Lincoln av

11.6.2.2. Market Basket (B), 2 Water st

11.6.2.3. CVS Pharmacy, 425 Lowell av

11.6.2.4. Walgreens, 800 River st

11.6.2.5. Walgreens (A), 800 River st

11.6.2.6. Market Basket, 400 Lowell av

11.6.2.7. CVS Pharmacy, 150 Lafayette sq

11.6.2.8. Market Basket, 2 Water st

All applications have Department approvals

11.6.3. Sunday Coin-Op License Renewals 2019

11.6.4. Drainlayer License for 2019:

11.6.5. Taxi Driver Licenses for 2019:

11.6.5.1. Wisvel Joseph , 114 Pilling st – renewal

11.6.5.2. Karen J Fryns, 7 Richmond st - new

11.6.5.3. Maria Rivera, 279 Lawrence st, Lawrence, MA - new

11.6.5.4. Tylishia Jones, 101 High st, 2nd floor - new

11.6.6. Taxi License

11.6.7. Junk Dealer License:

11.6.8. Pool Tables

11.6.9. Sunday Pool:



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- 11.6.10. **Bowling:**
- 11.6.11. **Sunday Bowling:**
- 11.6.12. **Buy & Sell Second Hand Articles**
- 11.6.13. **Buy & Sell Second Hand Clothing**
- 11.6.14. **Pawnbroker license:**
- 11.6.15. **Buy & Sell Old Gold**
- 11.6.16. **Hawker/Peddler:**
- 11.6.17. **Roller Skating Rink:**
- 11.6.18. **Sunday Skating:**
- 11.6.19. **Theater**
- 11.6.20. **Exterior Vending Machines**
- 11.6.21. **Limousine/Livery License/Chair Cars – *new***
- 11.6.22. **Hawker/Peddler Seasonal License**

12. MOTIONS AND ORDERS:

13. ORDINANCES (FILE 10 DAYS)

- 13.1. Ordinance re: Vehicles and Traffic – South Main st – West Side File 10 days
- 13.2. Ordinance re: Parking – Handicap Parking – 356 Main st File 10 days
- 13.3. Ordinance re: Parking – Handicap Parking – 8 LeBlanc st File 10 days

14. MONTHLY REPORT

15. COMMUNICATIONS FROM COUNCILLORS:

- 15.1. Communication from Council President Michitson and Councillors LePage, Jordan and Barrett requesting to discuss establishment of 10-year capital improvement program and associated funding plan to cover all City facilities, roads, bridges, water, sewer/treatment, parking, handicap accessibility and apparatus (e.g. ladder trucks)
- 15.2. Communication from Council President Michitson requesting to address traffic and safety concerns at the intersection of Groveland st, Keeley st and East Broadway
- 15.3. Communication from Councillor Jordan requesting to introduce Liz Stratton from the Haverhill High School Varsity Basketball Boosters Club to promote the upcoming “Blackout for Cancer” being held on Tuesday, February 5 2019
- 15.4. Communication from Councillor McGonagle requesting a discussion about a request for a stop sign at the intersection of Hilldale av and Monument st
- 15.5. Communication from Councillor LePage requesting a discussion on the Green Communities Award Grant funding projects and future energy conservation measures
- 15.6. Communication from Councillor LePage requesting a discussion regarding Rules and Regulation of the City Council



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16. UNFINISHED BUSINESS OF PRECEDING MEETINGS :

- 16.1. Document 12: Ordinance Relating to Councils: Chapter 25, Article III, Sections 15. Council on Youth Needs; Membership, terms, vacancies; of the Haverhill City Code; be amended
filed 01/09/2019

17. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENT

- 17.1. Councillor Bevilacqua, Chairperson submits Minutes of the *Planning and Development Committee* meeting held on January 16 2019 regarding discussion of Document 13-H; Communication from Councillor Bevilacqua requesting to discuss energy projects

18. DOCUMENTS REFERRED TO COMMITTEE STUDY

19. ADJOURN

5.1



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

January 23, 2019

City Council President John A. Michitson & Members of the City Council

RE: Rail Trail Purchase of Abandoned Railroad Corridor

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

I am attaching this order to allow me to enter into a Purchase and Sales agreement with Pan Am (formerly Boston and Maine) Railways to purchase more abandoned railroad corridor along the former B+M 'Georgetown Branch Line' in Bradford.

As you are aware, this branch line corridor forms the Fiorentini Rail-Trail that the Council graciously named in my honor. This branch line corridor feasibly can extend to Groveland, connect with their Groveland Community Trail and ultimately link with the extensive 'Borders to Boston' trail network. We continue to actively pursue expansion of this tremendous riverfront emerald necklace and increasingly popular public amenity.

With our capital plan and free cash position, we have an opportunity to purchase most of the remaining railroad corridor still owned by Pan Am. Along with some small parcels along Railroad Street, this purchase includes a longer section of former railroad extending eastward of the Bradford Welding and 'Hoyt and Worthen' redevelopment sites, through the Stewart's Septic property and past the end of South Mill Street into the former Haverhill Paperboard site.

Acquisition of these strategic parcels provides the City options in terms of extending the rail trail eastward, as well as providing significant leverage over the imminent redevelopment of this formerly industrial riverfront area of Bradford. This area is a key part of our strategic planning efforts and having this site control is crucial.

My staff will be providing an update on the Fiorentini Rail-Trail expansion efforts and the broader vision for this area.

I support this order and I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made as of this day of , 2019 by and between the **BOSTON AND MAINE CORPORATION**, a Delaware corporation with a place of business at Iron Horse Park, North Billerica, Massachusetts (the "Seller") and the party hereinafter identified in Paragraph 1(b) (the "Buyer").

WITNESSETH:

1. The following terms shall have the meanings specified whenever used in this Agreement:

(a) **SELLER:**

Boston and Maine Corporation
c/o Pan Am Systems, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Darlene Ligor, Assistant to the Sr. Vice President - Real Estate

Send a copy of any notice to:

Boston and Maine Corporation
c/o Pan Am Systems, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Philip D. Kingman, Sr. Vice President - Real Estate

(b) **BUYER:**

City of Haverhill, Massachusetts -Office of the Mayor
ATTN: Andrew Herlihy, Community Develop Director
City Hall, Room 100
Haverhill, MA 01830

Send a copy of any notice to:

(c) **PREMISES:**

Three Parcels of land located in Haverhill, Essex County, Commonwealth of Massachusetts, as follows:

Parcel B: consisting of approximately $51,300 \pm$ square feet of land;
Parcel C: consisting of approximately $2,160 \pm$ square feet of land; and
Parcel D: consisting of approximately $1,500 \pm$ square feet of land.
Total square footage is approximately 54,960 square feet of land.

As more particularly shown on the sketch attached to this agreement and marked "Exhibit A".

(d) **PURCHASE PRICE:**

The agreed purchase price is Three and 50/100 Dollars (\$3.50) for each and every foot contained in said premises.

(e) **DEPOSIT**

Nineteen Thousand Three Hundred Sixty and 00/100 Dollars (\$19,360.00) Dollars.

(f) **CLOSING DATE:**

February 27, 2019 or when the State Release is received.

(g) **EXHIBITS:** The following exhibits are hereby incorporated by this reference into this Agreement:

- (i) Exhibit "A": A plan of the Premises entitled: "Boston and Maine Corporation, Office of the Vice President-Engineering, Land Sale Plan, Haverhill, MA, Line: Georgetown Branch, V.S. 2, Map 30A, 30B, MilePost:-, Scale 1"=200', Date: 1/ 3 /19".
S# 1763-B
- (ii) Exhibit "B": Deed.
- (iii) Exhibit "C": Plan Specifications.
- (iv) Exhibit "D": Additional Provisions.

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

3. **TITLE.** The Premises shall be conveyed by a release deed running to the Buyer in a form substantially identical to that annexed hereto and marked Exhibit "B" (the "Deed"). The Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the following:

- (a) Provisions of existing building, land use, subdivision control and zoning laws;
- (b) Such real property taxes for the then current tax year as are not yet due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Such agreements, leases, licenses, easements, restrictions and encumbrances, if any, as may appear of record, or otherwise; and
- (e) The provisions, conditions and covenants set forth in the Deed and hereby expressly incorporated by reference. The Buyer agrees to signify acceptance of such provisions, conditions and covenants contained in the Deed by executing the Deed at closing.

4. **DEED PLAN.** The Seller's obligations under this Agreement are conditioned upon the Buyer furnishing the following items to the Seller no later than ten (10) days prior to the Closing Date:

- (a) A satisfactory linen or mylar deed plan of the Premises (the "Plan") which:
 - (i) is prepared by a registered land surveyor, (ii) is suitable in all respects for recording at the local registry of deeds, (iii) contains a certification by said registered land surveyor as to the actual land area comprising the Premises, (iv) conforms to the requirements set forth in Exhibit "C", and (v) contains such other information as the Seller may reasonably require; and
- (b) A description of the Premises by metes and bounds, consistent with and referring to the Plan, which description shall be attached to and become the Exhibit "A" referred to in the Deed.

The Seller agrees to reasonably cooperate with the Buyer or the Buyer's agents to furnish the information necessary for the Buyer to complete the Plan. The Buyer agrees to indemnify

the Seller to the extent permitted by law, for all loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising in any way out of the presence or activities upon the Premises by the Buyer, said registered land surveyor or the agents, servants, employees or contractors or any of them, whether such loss, cost, damage or expense is incurred by the Seller, the Buyer, said registered land surveyor, or the agents, servants, employees or contractors of the same, or by others.

5. **ADJUSTMENTS TO PURCHASE PRICE.** Water rates, rents, real estate and other property taxes and sewer charges (collectively, the "Taxes") shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Buyer. If the amount of Taxes is not known at the Closing Date, they shall be apportioned on the basis of the Taxes for the applicable preceding period and reapportioned as soon as verified current information can be obtained. The latter provision shall survive the delivery of the Deed.

6. **FEES, COSTS, AND TRANSFER TAXES.** The Buyer agrees to pay all recording fees and real estate transfer taxes of any description imposed on either the Buyer or Seller on account of this transaction by any government or governmental authority.

7. **CLOSING.** The Deed shall be delivered and the Purchase Price less the Deposit shall be paid by certified or bank cashier's check (and not otherwise) at Iron Horse Park, North Billerica, Massachusetts at 10 o'clock a.m. on the Closing Date, unless the parties otherwise agree beforehand in writing. It is agreed that time is of the essence in all respects to this transaction.

8. **POSSESSION.** The Seller shall deliver possession of the Premises to the Buyer on the Closing Date, subject only to the provisions of Paragraph 3 hereof, the Premises then being in the same condition as they now are, reasonable wear and tear excepted.

9. **SELLER'S DEFAULT.** In the event that the Seller is unable to give title or make conveyance of the Premises to the Buyer in accordance with the terms of this Agreement for any reason, then any payments made by the Buyer shall be refunded, the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

10. **REMOVAL OF ENCUMBRANCES.** The Seller may use the Purchase Price paid by the Buyer at the time of the delivery of the Deed, or any portion thereof, to clear the title of any mortgage or other title encumbrance not in accordance with the terms hereof, provided that any instrument so procured is recorded as soon as reasonably practical after the delivery of the Deed.

11. **ACCEPTANCE OF DEED.** The Buyer's acceptance of the Deed shall be deemed to be a full performance and discharge of every agreement or obligation of the Seller herein contained, except for such as are, by the terms hereof, to be performed after the delivery of the Deed.

12. **BROKER.** The parties represent and warrant to each other that neither has dealt with any broker in respect to this transaction or the Premises. The Buyer and Seller each agree to indemnify and hold harmless the other party from and against all other claims for brokerage or commission on account of this transaction.

13. **DEPOSIT.** The Deposit shall be held by the Seller subject to the terms of this Agreement and shall be duly accounted for at the time of delivery of the Deed. The parties agree that the Deposit shall not bear interest.

14. **WARRANTIES.** The Buyer acknowledges that the Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. The Buyer hereby expressly waives any claims against the Seller for any matters of public record or matters which a physical inspection of the Premises would reveal. This paragraph shall survive the delivery of the Deed.

15. **BUYER'S DEFAULT.** In the event the Buyer fails to fulfill any one or more of the Buyer's performances under this Agreement, the Seller shall retain the Deposit as liquidated damages. The parties expressly acknowledge that the Seller's damages owing to the Buyer's default hereunder are difficult to ascertain and agree that the Deposit represents a reasonable estimate of the Seller's damages. This shall be Seller's sole and exclusive remedy at law or in equity.

16. **APPROVALS, RELEASES.** The Seller's obligations under this Agreement are conditioned upon the Seller obtaining any necessary releases, approvals or permits relating to the sale of the Premises by the Seller from any state or federal government or governmental authority having jurisdiction over the Premises, including but not limited to M.G.L.A. 161 C Section 7. The Seller agrees to proceed with reasonable diligence to obtain any such approvals. In no event, however, shall the Seller be required to obtain subdivision approval from any governmental authority. If subdivision approval is required by applicable law, the Buyer shall obtain it or shall indemnify the Seller from all loss, cost, damage, and expense arising in any way out of the conveyance of the Premises without first having obtained the same. In the event that the Commonwealth of Massachusetts or its designee exercise the option to purchase pursuant to M.G.L. A. 161c Section 7 by accepting in writing the offer tendered by the Railroad pursuant to M.G.L.A 161 c Section 7 within ninety (90) days of the date the offer is made to the Commonwealth, this Agreement becomes null and void and all deposits paid by the Buyer shall be refunded, and the parties shall have no further recourse hereto.

17. **HAZARDOUS WASTE.** The Buyer hereby acknowledges that the Buyer is purchasing the Premises "as is", "with all faults" and subject to the possible existence of hazardous materials, petroleum products and/or other pollutants regulated by law. Notwithstanding the foregoing, the Buyer, for itself, its successors, assigns and grantees hereby irrevocably waives, gives up and renounces any and all claims or causes of action against the Seller in respect of any claims, suits, and/or enforcement actions, including any administrative or judicial proceedings and any remedial, removal, or response actions ever asserted, threatened, instituted, or requested by any

person (including any government agency) on account of: (a) any release of oil or hazardous materials (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601, et seq.) or any applicable state law) on, upon, or into the Premises; and (b) any and all damage to real or personal property, natural resources, and/or harm to persons alleged to have resulted from such release of such oil hazardous materials upon the Premises. This provision shall survive the delivery of the deed.

18. **NOTICES.** Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of receipt to the sender, at the address set forth in paragraph 1 of this Agreement. Either party may change the address at which notices are to be received by notice given as set forth above.

19. **CONFIDENTIALITY.** The Buyer agrees and acknowledges that information (herein defined) concerning the Premises obtained by the Buyer in connection with the transaction contemplated in this Agreement (the "Transaction") is unique and confidential to the Seller. If the Transaction does not take place, for any reason whatsoever (including, but not limited to, breach of this Agreement by either party), the Buyer agrees, in addition to the provisions of paragraph 15 hereof, to turn over to the Seller all (i) plans, (ii) surveys, , (iii) reports, (iv) site assessment and environmental reports of any description, (v) soil, vegetation, water, air and other samplings collected at the Premises, and the fruits of any research, testing, experimentation or study conducted with the same, and (vi) all plans or other information or documents furnished by the Seller to the Buyer (collectively, the "Information"). However, the Seller recognizes and agrees, as this transaction involves a local governmental body, all information acquired by the Buyer hereunder may constitute public record, Public Record Law, G.L. c.4, Section 7(26). Notwithstanding the foregoing, Seller acknowledges and agrees that Buyer, by complying with this requirement, makes no representation or warranty, as to the accuracy of the information or materials provided to Seller or the completeness thereof, and further agrees that it's use of or reliance on such information shall be at Seller's sole risk.

20. **RECORDING.** The parties agree that neither this Agreement nor any memorandum thereof shall be recorded at the registry of deeds and that any such recording by the Buyer shall constitute a default by Buyer.

21. **AUTHORITY OF SIGNATORY.** If the Buyer executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the Seller that he is authorized to execute, acknowledge and deliver this Agreement on behalf of the Buyer and to thereby bind the Buyer to the same. This warranty shall survive the delivery of the Deed.

22. **ASSIGNMENT.** The Buyer may not assign this Agreement, or any interest herein, without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

23. **SEVERABILITY.** If any term of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. **NO WAIVER.** No delay or omission on the part of the Seller in exercising its rights under this Agreement shall constitute a waiver of such right or any other right under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Premises lie.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by all parties.

27. **SECTION HEADINGS.** The section headings contained in the Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

28. **MISCELLANEOUS.** This Agreement shall take effect as a sealed instrument and be binding upon and inure to the benefit of the parties and their respective successors, heirs, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two counterparts, effective as of the day and year first above written.

SELLER:
BOSTON AND MAINE CORPORATION

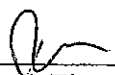
Witness

By: _____
David A. Fink, President

Approved for execution
by the Boston and Maine Corporation.

BUYER:
CITY OF HAVERHILL, MA

Witness

By:  _____
James J. Fiorentini, Mayor

PURCHASE AND SALE AGREEMENT

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Attention: Darlene Ligor, Assistant to the Sr. Vice President - Real Estate

Send a copy of any notice to:

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North Billerica, Massachusetts 01862
Attention: Philip D. Kingman, Sr. Vice President - Real Estate

(b) **BUYER:**

City of Haverhill, Massachusetts -Office of the Mayor
ATTN: Andrew Herlihy, Community Develop Director
City Hall, Room 100
Haverhill, MA 01830

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(c) **PREMISES:**

Three Parcels of land located in Haverhill, Essex County, Commonwealth of Massachusetts, as follows:

Parcel B: consisting of approximately $51,300 \pm$ square feet of land;

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Total square footage is approximately 54,960 square feet of land.

As more particularly shown on the sketch attached to this agreement and marked "Exhibit A".

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(e) **DEPOSIT**

Nineteen Thousand Three Hundred Sixty and 00/100 Dollars (\$19,360.00) Dollars.

(f) **CLOSING DATE:**

February 27, 2019 or when the State Release is received.

(g) **EXHIBITS:** The following exhibits are hereby incorporated by this reference into this Agreement:

(i) Exhibit "A": A plan of the Premises entitled: "Boston and Maine Corporation, Office of the Vice President-Engineering, Land Sale Plan, Haverhill, MA, Line: Georgetown Branch, V.S. 2, Map 30A, 30B, MilePost:-, Scale 1"=200', Date: 1/ 3 /19".

S# 1763-B

(ii) Exhibit "B": Deed.

(iii) Exhibit "C": Plan Specifications.

(iv) Exhibit "D": Additional Provisions.

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

3. **TITLE.** The Premises shall be conveyed by a release deed running to the Buyer in a form substantially identical to that annexed hereto and marked Exhibit "B" (the "Deed"). The Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the following:

- (a) Provisions of existing building, land use, subdivision control and zoning laws;
- (b) Such real property taxes for the then current tax year as are not yet due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
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- (e) The provisions, conditions and covenants set forth in the Deed and hereby expressly incorporated by reference. The Buyer agrees to signify acceptance of such provisions, conditions and covenants contained in the Deed by executing the Deed at closing.

4. **DEED PLAN.** The Seller's obligations under this Agreement are conditioned upon the Buyer furnishing the following items to the Seller no later than ten (10) days prior to the Closing Date:

- (a) A satisfactory linen or mylar deed plan of the Premises (the "Plan") which:
 - (i) is prepared by a registered land surveyor, (ii) is suitable in all respects for recording at the local registry of deeds, (iii) contains a certification by said registered land surveyor as to the actual land area comprising the Premises, (iv) conforms to the requirements set forth in Exhibit "C", and (v) contains such other information as the Seller may reasonably require; and
- (b) A description of the Premises by metes and bounds, consistent with and referring to the Plan, which description shall be attached to and become the Exhibit "A" referred to in the Deed.

The Seller agrees to reasonably cooperate with the Buyer or the Buyer's agents to furnish the information necessary for the Buyer to complete the Plan. The Buyer agrees to indemnify

the Seller to the extent permitted by law, for all loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising in any way out of the presence or activities upon the Premises by the Buyer, said registered land surveyor or the agents, servants, employees or contractors or any of them, whether such loss, cost, damage or expense is incurred by the Seller, the Buyer, said registered land surveyor, or the agents, servants, employees or contractors of the same, or by others.

5. **ADJUSTMENTS TO PURCHASE PRICE.** Water rates, rents, real estate and other property taxes and sewer charges (collectively, the "Taxes") shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Buyer. If the amount of Taxes is not known at the Closing Date, they shall be apportioned on the basis of the Taxes for the applicable preceding period and reapportioned as soon as verified current information can be obtained. The latter provision shall survive the delivery of the Deed.

6. **FEES, COSTS, AND TRANSFER TAXES.** The Buyer agrees to pay all recording fees and real estate transfer taxes of any description imposed on either the Buyer or Seller on account of this transaction by any government or governmental authority.

7. **CLOSING.** The Deed shall be delivered and the Purchase Price less the Deposit shall be paid by certified or bank cashier's check (and not otherwise) at Iron Horse Park, North Billerica, Massachusetts at 10 o'clock a.m. on the Closing Date, unless the parties otherwise agree beforehand in writing. It is agreed that time is of the essence in all respects to this transaction.

8. **POSSESSION.** The Seller shall deliver possession of the Premises to the Buyer on the Closing Date, subject only to the provisions of Paragraph 3 hereof, the Premises then being in the same condition as they now are, reasonable wear and tear excepted.

9. **SELLER'S DEFAULT.** In the event that the Seller is unable to give title or make conveyance of the Premises to the Buyer in accordance with the terms of this Agreement for any reason, then any payments made by the Buyer shall be refunded, the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

10. **REMOVAL OF ENCUMBRANCES.** The Seller may use the Purchase Price paid by the Buyer at the time of the delivery of the Deed, or any portion thereof, to clear the title of any mortgage or other title encumbrance not in accordance with the terms hereof, provided that any instrument so procured is recorded as soon as reasonably practical after the delivery of the Deed.

11. **ACCEPTANCE OF DEED.** The Buyer's acceptance of the Deed shall be deemed to be a full performance and discharge of every agreement or obligation of the Seller herein contained, except for such as are, by the terms hereof, to be performed after the delivery of the Deed.

12. **BROKER.** The parties represent and warrant to each other that neither has dealt with any broker in respect to this transaction or the Premises. The Buyer and Seller each agree to indemnify and hold harmless the other party from and against all other claims for brokerage or commission on account of this transaction.

13. **DEPOSIT.** The Deposit shall be held by the Seller subject to the terms of this Agreement and shall be duly accounted for at the time of delivery of the Deed. The parties agree that the Deposit shall not bear interest.

14. **WARRANTIES.** The Buyer acknowledges that the Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. The Buyer hereby expressly waives any claims against the Seller for any matters of public record or matters which a physical inspection of the Premises would reveal. This paragraph shall survive the delivery of the Deed.

15. **BUYER'S DEFAULT.** In the event the Buyer fails to fulfill any one or more of the Buyer's performances under this Agreement, the Seller shall retain the Deposit as liquidated damages. The parties expressly acknowledge that the Seller's damages owing to the Buyer's default hereunder are difficult to ascertain and agree that the Deposit represents a reasonable estimate of the Seller's damages. This shall be Seller's sole and exclusive remedy at law or in equity.

16. **APPROVALS, RELEASES.** The Seller's obligations under this Agreement are conditioned upon the Seller obtaining any necessary releases, approvals or permits relating to the sale of the Premises by the Seller from any state or federal government or governmental authority having jurisdiction over the Premises, including but not limited to M.G.L.A. 161 C Section 7. The Seller agrees to proceed with reasonable diligence to obtain any such approvals. In no event, however, shall the Seller be required to obtain subdivision approval from any governmental authority. If subdivision approval is required by applicable law, the Buyer shall obtain it or shall indemnify the Seller from all loss, cost, damage, and expense arising in any way out of the conveyance of the Premises without first having obtained the same. In the event that the Commonwealth of Massachusetts or its designee exercise the option to purchase pursuant to M.G.L. A. 161c Section 7 by accepting in writing the offer tendered by the Railroad pursuant to M.G.L.A 161 c Section 7 within ninety (90) days of the date the offer is made to the Commonwealth, this Agreement becomes null and void and all deposits paid by the Buyer shall be refunded, and the parties shall have no further recourse hereto.

17. **HAZARDOUS WASTE.** The Buyer hereby acknowledges that the Buyer is purchasing the Premises "as is", "with all faults" and subject to the possible existence of hazardous materials, petroleum products and/or other pollutants regulated by law. Notwithstanding the foregoing, the Buyer, for itself, its successors, assigns and grantees hereby irrevocably waives, gives up and renounces any and all claims or causes of action against the Seller in respect of any claims, suits, and/or enforcement actions, including any administrative or judicial proceedings and any remedial, removal, or response actions ever asserted, threatened, instituted, or requested by any

person (including any government agency) on account of: (a) any release of oil or hazardous materials (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601, et seq.) or any applicable state law) on, upon, or into the Premises; and (b) any and all damage to real or personal property, natural resources, and/or harm to persons alleged to have resulted from such release of such oil hazardous materials upon the Premises. This provision shall survive the delivery of the deed.

18. **NOTICES.** Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of receipt to the sender, at the address set forth in paragraph 1 of this Agreement. Either party may change the address at which notices are to be received by notice given as set forth above.

19. **CONFIDENTIALITY.** The Buyer agrees and acknowledges that information (herein defined) concerning the Premises obtained by the Buyer in connection with the transaction contemplated in this Agreement (the "Transaction") is unique and confidential to the Seller. If the Transaction does not take place, for any reason whatsoever (including, but not limited to, breach of this Agreement by either party), the Buyer agrees, in addition to the provisions of paragraph 15 hereof, to turn over to the Seller all (i) plans, (ii) surveys, , (iii) reports, (iv) site assessment and environmental reports of any description, (v) soil, vegetation, water, air and other samplings collected at the Premises, and the fruits of any research, testing, experimentation or study conducted with the same, and (vi) all plans or other information or documents furnished by the Seller to the Buyer (collectively, the "Information"). However, the Seller recognizes and agrees, as this transaction involves a local governmental body, all information acquired by the Buyer hereunder may constitute public record, Public Record Law, G.L. c.4, Section 7(26). Notwithstanding the foregoing, Seller acknowledges and agrees that Buyer, by complying with this requirement, makes no representation or warranty, as to the accuracy of the information or materials provided to Seller or the completeness thereof, and further agrees that it's use of or reliance on such information shall be at Seller's sole risk.

20. **RECORDING.** The parties agree that neither this Agreement nor any memorandum thereof shall be recorded at the registry of deeds and that any such recording by the Buyer shall constitute a default by Buyer.

21. **AUTHORITY OF SIGNATORY.** If the Buyer executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the Seller that he is authorized to execute, acknowledge and deliver this Agreement on behalf of the Buyer and to thereby bind the Buyer to the same. This warranty shall survive the delivery of the Deed.

22. **ASSIGNMENT.** The Buyer may not assign this Agreement, or any interest herein, without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

23. **SEVERABILITY.** If any term of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. **NO WAIVER.** No delay or omission on the part of the Seller in exercising its rights under this Agreement shall constitute a waiver of such right or any other right under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Premises lie.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by all parties.

27. **SECTION HEADINGS.** The section headings contained in the Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

28. **MISCELLANEOUS.** This Agreement shall take effect as a sealed instrument and be binding upon and inure to the benefit of the parties and their respective successors, heirs, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two counterparts, effective as of the day and year first above written.

SELLER:
BOSTON AND MAINE CORPORATION

Witness

By: _____
David A. Fink, President

Approved for execution
by the Boston and Maine Corporation.

BUYER:
CITY OF HAVERHILL, MA

Witness

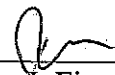
By:  _____
James J. Fiorentini, Mayor

EXHIBIT "B"

RELEASE DEED

The **BOSTON AND MAINE CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Dollars () paid to it by the **CITY OF HAVERHILL, MASSACHUSETTS** with a mailing address of City Hall, Room 100, Four Summer Street, Haverhill, MA 01830 (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Haverhill, County of Essex, Commonwealth of Massachusetts (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor except as provided herein.
2. ~~The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further~~

~~consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.~~

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefore, the Grantee agrees to irrevocably waive, give up and renounce any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

7. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to ~~build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.~~
8. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.
9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. ~~The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.~~
10. ~~The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~
11. Whenever used in this deed, the term "Grantor" shall not only refer to the **BOSTON AND MAINE CORPORATION**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

DRAFT

IN WITNESS WHEREOF, the said **BOSTON AND MAINE CORPORATION** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this _____ day of _____, 2019.

GRANTOR:
BOSTON AND MAINE CORPORATION

Witness

By: _____

David A. Fink, President

DRAFT

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared David A. Fink, the President of the **BOSTON AND MAINE CORPORATION** as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: _____

My Commission Expires: _____

DRAFT

GRANTEE:
CITY OF HAVERHILL, MASSACHUSETTS

Witness

By: DRAFT
James J. Fiorentini, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared James J. Fiorentini, the Mayor of the **CITY OF HAVERHILL, MASSACHUSETTS**, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: _____
My Commission Expires: DRAFT

EXHIBIT "C"

Two Pages

Engineering Department Minimum Requirements for Deed Plans

1. Title Block shall be similar to the attached sample and located in the bottom right corner of plan.
2. Plan is to include metes and bounds. Physical features. Railroad baseline and engineering stations for the extremities of the parcel to be conveyed, culverts and street locations.
3. Railroad's file number (to be assigned) is to appear in the top right and bottom left corners of plan.
4. Registered land Surveyor's seal and signature must appear on plan.
5. Plan is to meet all requirements of and be acceptable for recording by the appropriate Registry of Deeds.
6. Parcel distance from centerline of location of track must be indicated.
7. No reference to "Railroad" shall appear on plan. The term Boston & Maine Corporation shall be used.
8. Plan to include the tax map and parcel number of area to be conveyed.
9. Two (2) copies of proposed plans shall be submitted for review prior to sending original.
10. Recordable original tracing and linen or mylar duplicate thereof are to be furnished this office. The original tracing will be forwarded to the Real Estate Department at the time of Closing. The duplicate will be retained in the Railroad's permanent files.

All correspondence regarding the particulars of the plan should be addressed to:

Michael Sullivan
Pan Am Railways
1700 Iron Horse Park
North Billerica, MA 01862-1681
(978) 663-1118
(978) 663-1262
msullivan@panam.com

SAMPLE TITLE BLOCK

LAND IN

WHEREVER, MA

BOSTON AND MAINE CORPORATION

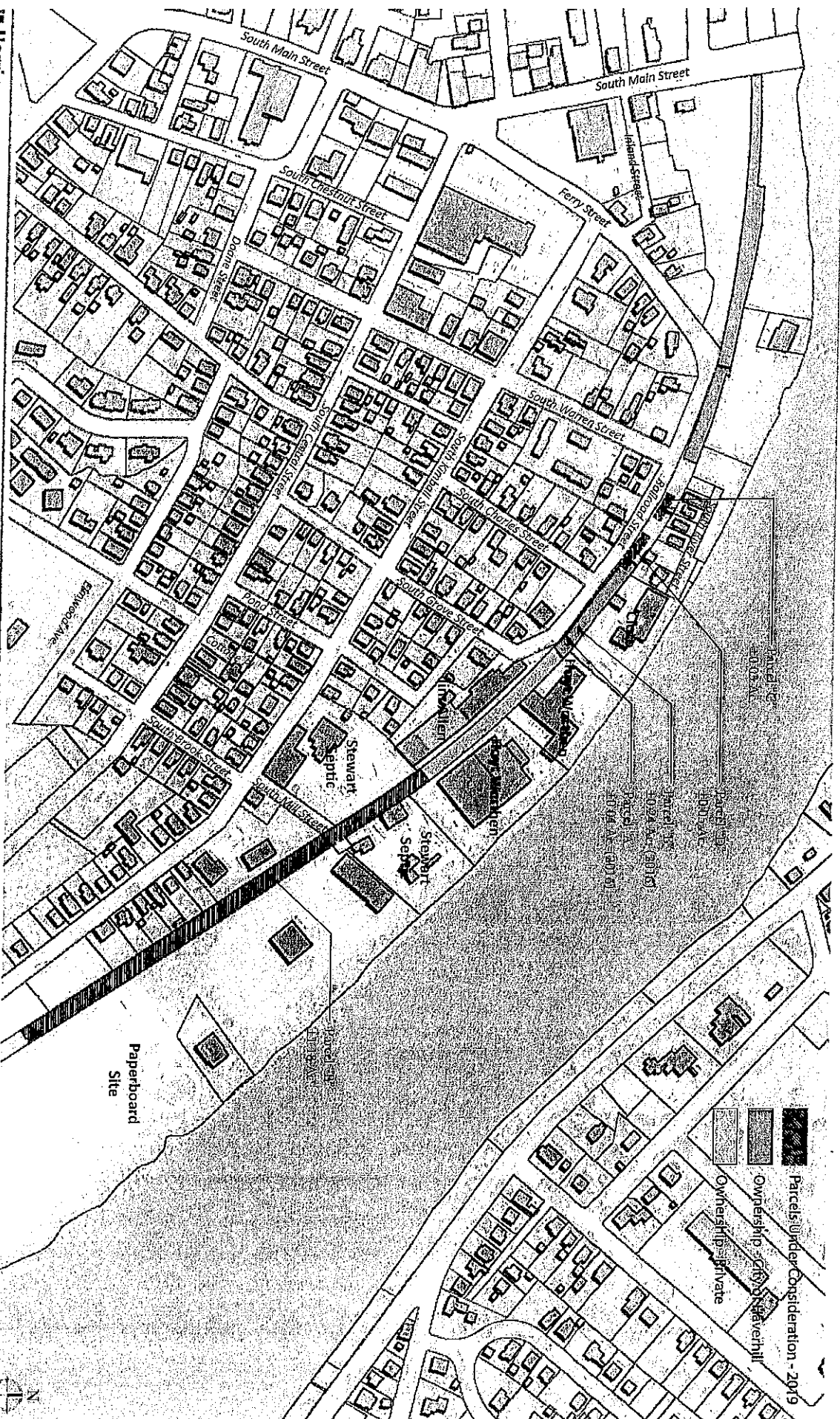
TO

WHATEVER CORPORATION CO. INC.

SCALE: 1" = 40'

DATE: JANUARY 2, 2019

Current Parcel Ownership - 2019



South Main Street

South Elm Street

South Union Street

Stewart

Stewart

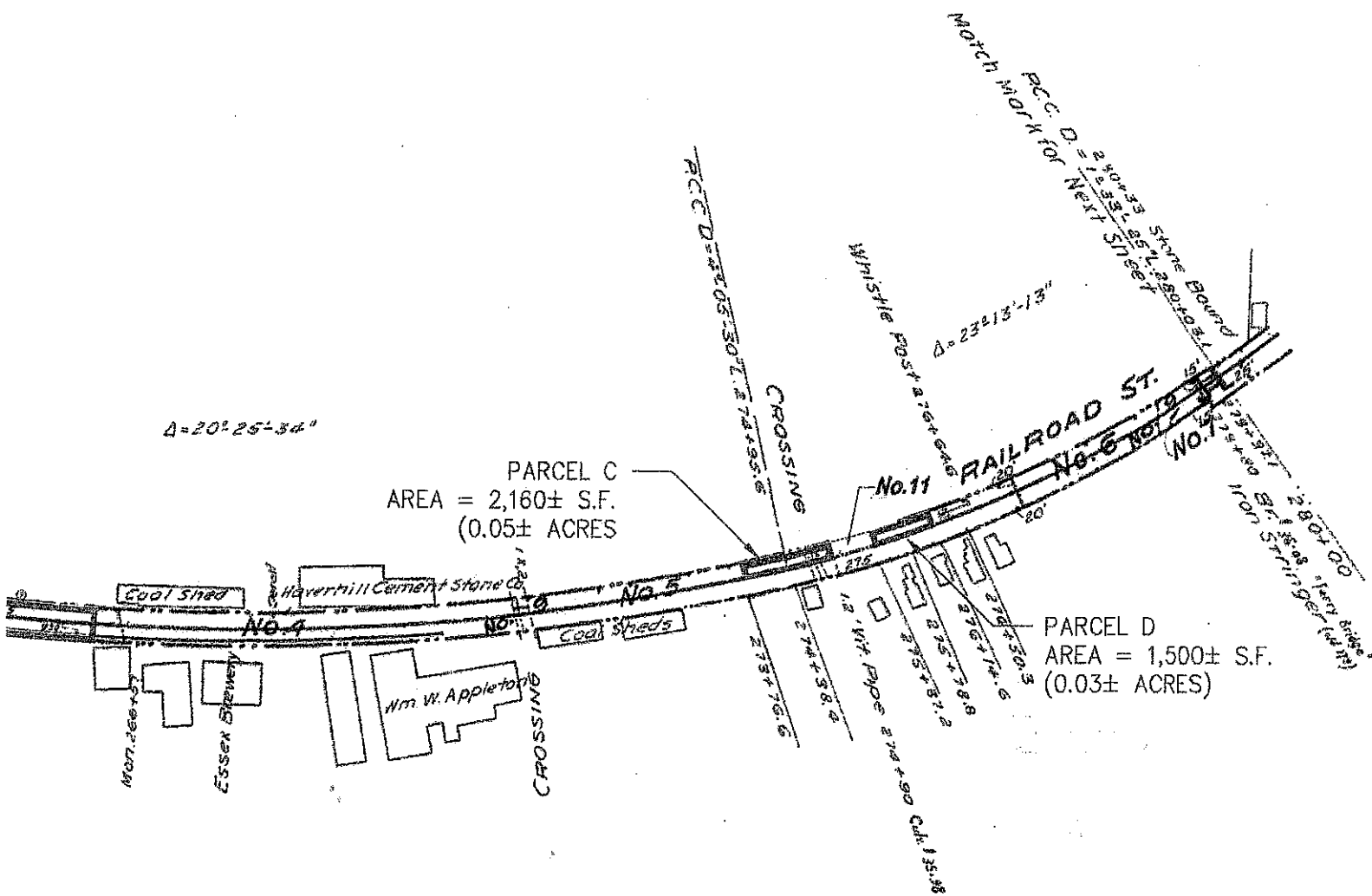
Paperboard Site

Ownership - City of Hayward

Parcels Under Consideration (2019)

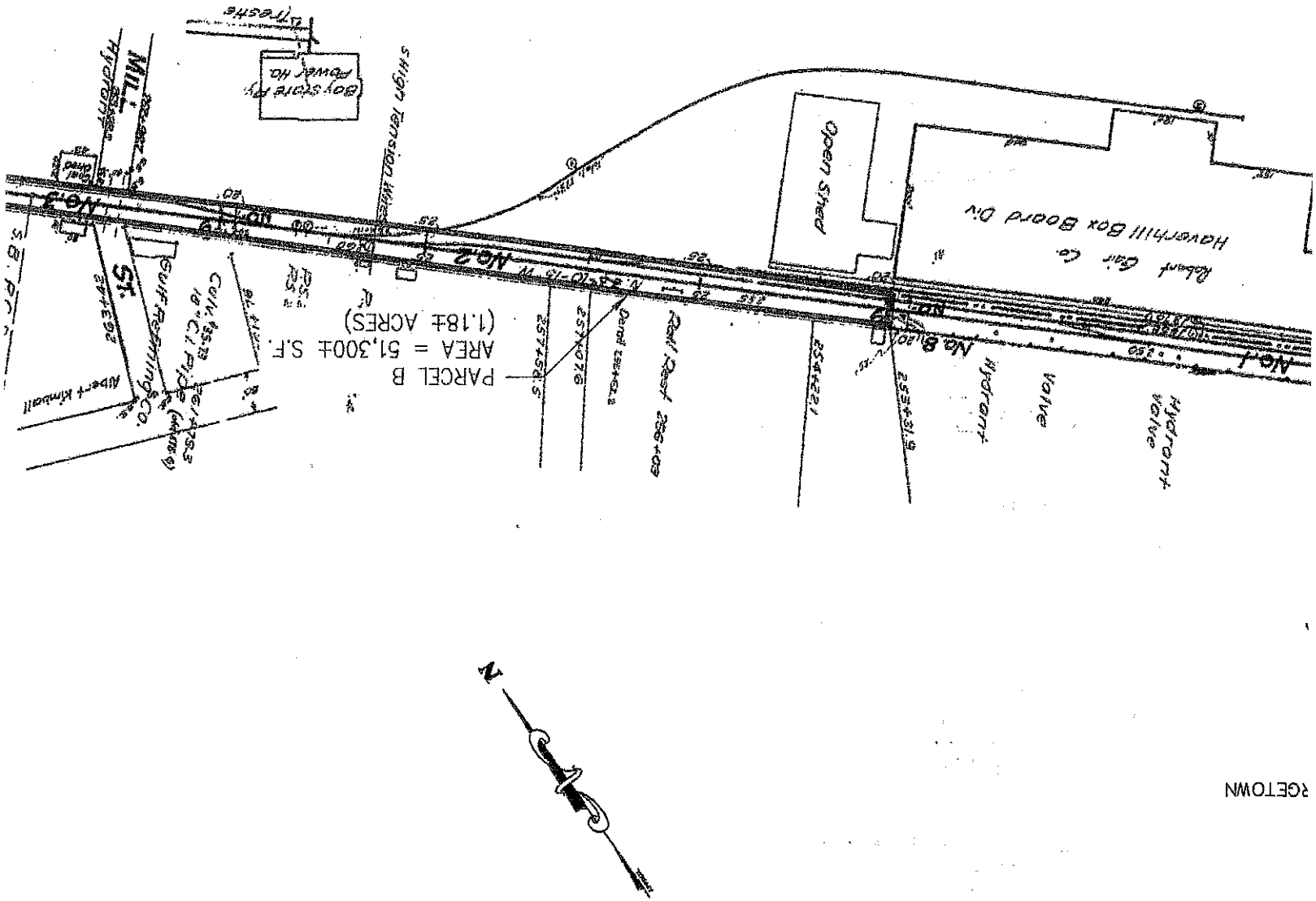
City of Haverhill, Massachusetts | 2 | January 9, 2019

TO HAVERHILL —



BOSTON & MAINE CORPORATION		
OFFICE OF THE VICE PRESIDENT — ENGINEER		
LAND SALE PLAN HAVERHILL, MA		
LINE : GEORGETOWN BRANCH		
V.S. 2	MAPS 30A, 30B	MILEPOST :
SCALE : 1"= 200'		DATE : 1/3/19
DRAWN BY :	M.S.	CHECKED BY : D.J.L.
		APPROVED BY :

S#1763-B



5111



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor be and is hereby authorized to purchase on behalf of the City of Haverhill the premises located by the Merrimack River, containing 54,960 square feet, more or less, from Boston and Maine Corporation for a sum not to exceed \$193,000.00, pursuant to the attached "Purchase and Sale Agreement" which is incorporated herein. Further, the Mayor be and is hereby authorized to execute any and all other documents as required to complete said purchase and comply with all of the terms of said Purchase and Sale Agreement.

read
aloud

Hearing February 26 2019

Questions contact Stefanie Steeves 978-725-1159

711

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To City Council
Of Haverhill, Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Foundation Ave - National Grid is to install new jointly owned Pole 2-5 approximately 32 feet from existing Pole 2 in order to supply electric service to new building for Cedar Foods located on Foundation Ave., Haverhill, MA.

Location approximately as shown on plan attached

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

27238929 January 15, 2019

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

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

NATIONAL GRID

BY Diane Johnson
Engineering Department

VERIZON NEW ENGLAND, INC.

BY _____
Manager / Right of Way



January 15, 2019

The City Council of Haverhill Massachusetts

To Whom It May Concern:

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

If you have any questions regarding this permit please contact:

Stefanie Steeves 978-725-1159

Please notify National Grid's Lisa Ayres of the hearing date / time

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

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

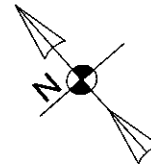
Very truly yours,

A handwritten signature in black ink that reads "Dave Johnson" followed by a stylized flourish.

Dave Johnson
Supervisor, Distribution Design

Enclosures

N/F
MAP 765 BLOXK 1 LOT 2-1
DESTON COMPANY, LLC
ATTN: STEPHEN
GARTSON 21 PARKRIDGE
ROAD



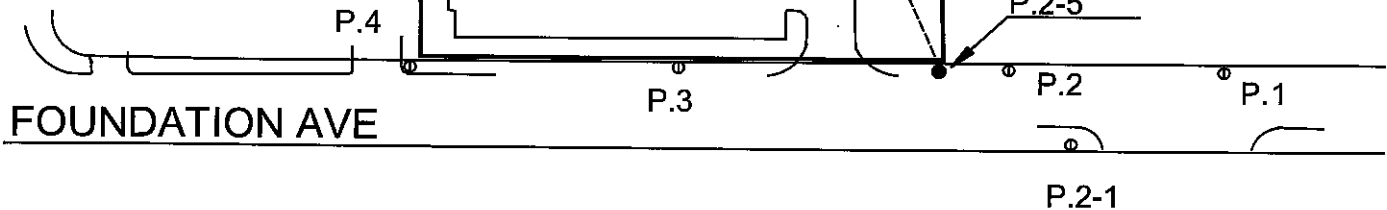
N/F
MAP 763 BLOCK 1 LOT 4B 105
WARD HILL AVENUE REALTY
TRUST GIANCI ENTERPRISES
LLC-TRUSTEE 105 WARD HILL
AVENUE

N/F
MAP 765 BLOCK 1 LOT 2A
RIVERWAY REALTY TRUST
MODA & GALINSKY TRUST
50 FOUNDATION AVENUE

PROPOSED INDUSTRIAL
BUILDING

N/F
MAP 763 BLOCK 1 LOT 4A
G&D ASSET MANAGEMENT,
LLC 125 WARD HILL AVENUE

Proposed
P.2-5



JOINTLY OWNED POLE PETITION

⊕ J.O. POLE (EXISTING)

● PROPOSED J.O. POLE

⊞ TRANSFORMER ON
PRIVATE PROPERTY

--- CONDUIT ON PRIVATE
PROPERTY

nationalgrid

Date: 9/28/2018

WORK REQUEST: 27238929

To The: City Of Haverhill

For Proposed: Pole 2-5 Location: Foundation Ave

Drawn By: S.Steeves

Nationalgrid to install new jointly owned Pole 2-5 approximately 32 feet from existing Pole 2 in order to supply electric service to new building for Cedar Foods located on Foundation Ave, Haverhill, MA

DISTANCES ARE APPROXIMATE

Hearing February 26 2019

Questions contact – Stefanie Steeves - 978-725-1159

7.2

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

To the City Council of Haverhill Massachusetts

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

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

The following are the streets and highways referred to:

27238929-1 Foundation Ave. - National Grid requests to install three phase primary cable #2 SCU 3-1C in customer installed 2-4" duct bank from new Pole 2-5 to edge of property line (approximately 5 feet) in order to supply underground electric service to new building for Cedar Foods on Foundation Ave., Haverhill, MA.

Location approximately as shown on plan attached

NATIONAL GRID
BY Dave Johnson / Eln
Engineering Department

Dated: December 12, 2018

nationalgrid

January 15, 2019

The City Council of Haverhill Massachusetts

To whom it may concern

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit please contact:

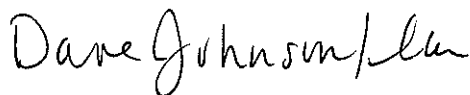
Stefanie Steeves -978-725-1159

Please notify National Grid's Lisa Ayres of the hearing date / time 978 725 1418

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

National Grid Contact: Lisa Ayres; 1101 Turnpike Street; North Andover, MA 01845

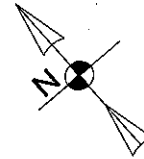
Very truly yours,

A handwritten signature in black ink that reads "Dave Johnson" followed by a stylized flourish.

Dave Johnson
Supervisor, Distribution Design

Enclosures

N/F
MAP 765 BLOXK 1 LOT 2-1
DESTON COMPANY, LLC
ATTN: STEPHEN
GARTSON 21 PARKRIDGE
ROAD



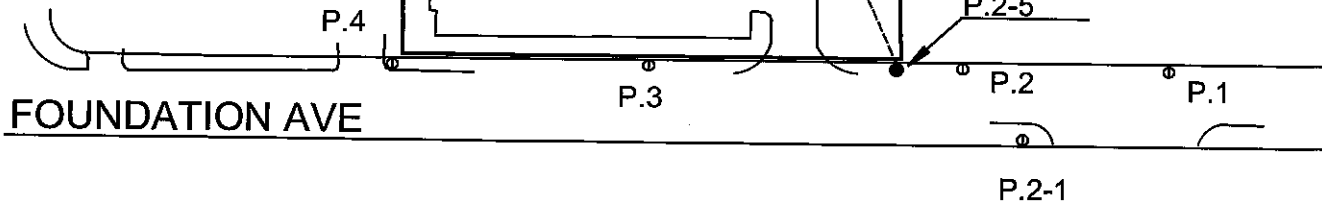
N/F
MAP 763 BLOCK 1 LOT 4B 105
WARD HILL AVENUE REALTY
TRUST GIANCI ENTERPRISES
LLC-TRUSTEE 105 WARD HILL
AVENUE

N/F
MAP 765 BLOCK 1 LOT 2A
RIVERWAY REALTY TRUST
MODA & GALINSKY TRUST
50 FOUNDATION AVENUE

PROPOSED INDUSTRIAL
BUILDING

N/F
MAP 763 BLOCK 1 LOT 4A
G&D ASSET MANAGEMENT,
LLC 125 WARD HILL AVENUE

Proposed
P.2-5



UNDERGROUND PETITION



POLE (EXISTING)



PROPOSED J.O. POLE



PROPOSED CONDUIT 2-4"
with three phase primary
cable

nationalgrid

Date: 9/28/18

Nationalgrid requests to install three phase primary cable #2 SCU 3-1C in customer installed 2-4" duct bank from new Pole 2-5 to edge of property line (approximately 5 feet) in order to supply underground electric service to new building for Cedar Foods on Foundation Ave, Haverhill, MA

WORK REQUEST: WR 27238929 -1

To The: City Of Haverhill

For Proposed: Primary cable in conduit Location: Foundation Ave

Drawn By: S Steeves

DISTANCES ARE APPROXIMATE

Hearing February 26 2019

7.3

Questions contact – Stefanie Steeves 978-725-1159

Petition of the NATIONAL GRID
OF NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To The City Council of Haverhill Massachusetts

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

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

The following are the streets and highways referred to:

27537891 Seven Sister Rd - National Grid is to install new heavy duty Handhole # 6-3 in sidewalk and cut into existing conduit in order to provide electric service to new home located at 61 Seven Sister Rd.

Location approximately as shown on plan attached

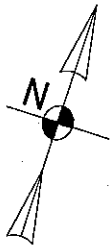
NATIONAL GRID

BY Dave Johnson
Engineering Department

Dated: January 11, 2019



Enclosures



Existing Handhole #6-1

(LOT 50)

(LOT 49)

Seven Sister Road

Existing Water Pump
Station Easement
Book 25400 Page 46
Book 36620 Page 417

Proposed Handhole #6-3
in sidewalk

n/f 55 Seven Sister
Realty Trust
LOT 48A

n/f CDM Realty Trust
LOT 3A

LOT 4AA

UNDERGROUND PETITION

nationalgrid



HANDHOLE
(EXISTING)



PROPOSED HEAVY DUTY
HANDHOLE



CONDUIT
EXISTING

Date: 1/8/19

Nationalgrid to install new Heavy Duty Handhole # 6-3 in sidewalk and cut into existing conduit in order to provide electric service to new home located at 61 Seven Sister Rd, Haverhill, MA

WORK REQUEST: WR 27537891

To The: City Of Haverhill

For Proposed: Heavy Duty Handhole Location: Seven Sister Rd

Drawn By: S Steeves

DISTANCES ARE APPROXIMATE

132

City of Haverhill
City Council
John A. Michitson – President
4 Summer Street
Haverhill, MA 0 1830

Hearing January 29
2019
"Waterfront District"
Zone F

December 11, 2018

Re: 38 Railroad Street Condominiums

Dear President Michitson & Council,

On behalf of myself and my business partner Mike Niskanen of 38 RR Realty Trust, we would like to submit a petition to city council for a special permit to allow the construction of (60) condominiums at 38 Railroad Street, Bradford, MA. The 60 condominiums will all be residential units and for sale upon completion.

The site is located in the newly re-zoned Waterfront District (Zone F) and sits directly on the Merrimac River (Plat 701, Block 630, Lot 9).

We would also like to waive the 65 day hearing requirement.

Further scope and description of the project is provided in the attached papers.

We greatly appreciate your time and consideration for this future project.

Sincerely,



Ernest M. Cioto
Property owner
38 Railroad Street
Bradford, MA 01835

IN CITY COUNCIL: December 18 2018

VOTED: that COUNCIL HEARING BE HELD JANUARY 29 2019

Attest:

City Clerk

38 Railroad Street Project Narrative

Specification

The site is located in the newly re-zoned waterfront District (Zone F) and sits directly on the Merrimac River. There is an existing dilapidated industrial building on the property and deteriorating asphalt pavement that covers the majority of the surface with two entrances / exits onto Railroad Street.

This proposed development would consist of (3) individual but duplicated buildings, each housing (20) condominiums for a total of (60) residential units. Each building will have 1, 2 & 3 bedroom units. All parking will be provided on site underneath each building as well as additional car port parking. Trees and other vegetation green spaces will be established throughout the property.

Each building will have stepped back height levels along the waterfront to keep the scale of the structures in context to the site. The highest point of the buildings will not exceed 55 feet depicted by the zoning bylaws. The buildings will provide expansive views for each unit with private decks overlooking the river.

The project also plans to provide direct access to docks and boat slips for owners, which is not currently provided to any development along the river between Haverhill and Newburyport without having to join a marina.

The owner / developers and his design team have had numerous productive meetings with William Pillsbury / Planning Development, the Mayor, Andrew Herlihy / Development Director, heads of all major city departments as well as Linda Dean Campbell / State Representative. Each of which have been very encouraging and supportive of this project. They have all conveyed that this project directly reflects the city's ideal purpose and intentions of rezoning this waterfront district.

The owners / developers and their design team have also held a public neighborhood meeting as well as sent notices of this project to the neighborhood and actually went door to door to discuss the project.

The project coincides with all of the suggested design guidelines set forth in the Waterfront District Zoning Bylaws that would pertain to this project.

In coordination with the City Planning Development Department, this project would also include extending the future rail trail from the southwestern corner of the property down along the western property line, out to the river's edge and continue along the river's edge to the eastern property line. The owner of 38 Railroad Street would provide the cost and construction of the extended rail trail through his property as well as a public easement for the rail trail, which would allow for over 450 linear feet of scenic water views directly on the Merrimac River for the public to enjoy.

QUITCLAIM DEED

I, Egon Kneifel, Trustee of The Tannery Realty Trust, u/d/t dated November 1, 1994 and recorded with Essex South District Registry of Deeds in Book 12854, Page 339

of 38 Railroad Street, Bradford, Essex County, Massachusetts

for consideration paid of Three hundred thousand 00/100 (\$300,000.00) Dollars-----

grant to Ernest Cioto, Trustee of Cioto Realty Trust

WITH QUITCLAIM COVENANTS,

Beginning at the Southwesterly corner thereof by the location of the Newburyport Railroad and by land now or formerly of Gilmore; thence running north 41° 41' west to low water mark in the Merrimack river; thence Southeasterly by said river about 300 feet to land now or formerly of Hayes, thence 53° east by said land now or formerly of Hayes about 242 feet to said location of the Newburyport Railroad at the centre of a farm gate opening upon the same, and thence Northwesterly by said location about 266 ½ feet to the point begun at.

Together with all of the rights set forth in a deed from Orestes West to Calvin H. Weeks dated January 28, 1881, and recorded with Essex South District Registry of Deeds in Book 1052, Page 173 and subject to such of the reservations in said deed contained as have not been released and insofar as such reservations may now be in force and applicable.

Being the same premises described in deed from Ruth E. O'Connell to Ruth E. O'Connell, et al (both deceased intestate), dated December 9, 1957, recorded with said Registry in Book 4427, Page 72.

For further title reference see Estate of said Ruth E. O'Connell and the Estate of James F. O'Connell, bearing numbers 297270 and 293509, respectively, on the docket of Essex County Probate Court.

Being the same premises conveyed to grantor by deed of Hoyt & Worthen Tanning Corp. dated November 1, 1994 and recorded with Essex South District Registry of Deeds in Book 12854, Page 343.

LAW OFFICES OF

Phillips, Gerstein, Holber & Channen

25 Kenoza Avenue, Haverhill, MA 01830
Tel. (978) 374-1131

Box 38

I HEREBY CERTIFY THAT I HAVE BEEN DIRECTED BY THE OWNERS OF THE BENEFICIAL INTEREST IN SAID TRUST TO EXECUTE AND DELIVER THE WITHIN DEED FOR SAID CONSIDERATION; THAT I AM THE CURRENT TRUSTEE OF SAID TRUST AND THAT SAID TRUST HAS NOT BEEN TERMINATED OR AMENDED TO DATE.

Signed as a sealed instrument this 3 day of November, 2000.

The Tannery Realty Trust

By: [Signature]
Egon Kneifel, Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

November 3, 2000

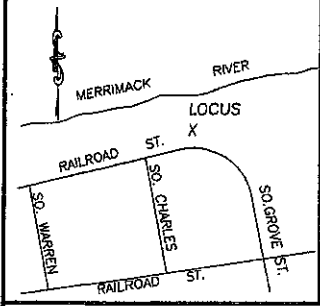
Then personally appeared the above named, Egon Kneifel, Trustee as aforesaid, and acknowledged the foregoing to be his free act and deed, before me.

[Signature]
Notary Public
My comm. Exp: Apr 1, 2005

G:\Wendy\WLH\DEEDS\tannerydecd.wpd

SALEM
DEEDS REC'D
ESSEX SOUTH
11/06/00 12:20PM 01
000000 #3000
FEE \$1368.00
CASH \$1368.00
CANCELLED

original 38 Railroad St



LOCUS MAP
N.T.S.

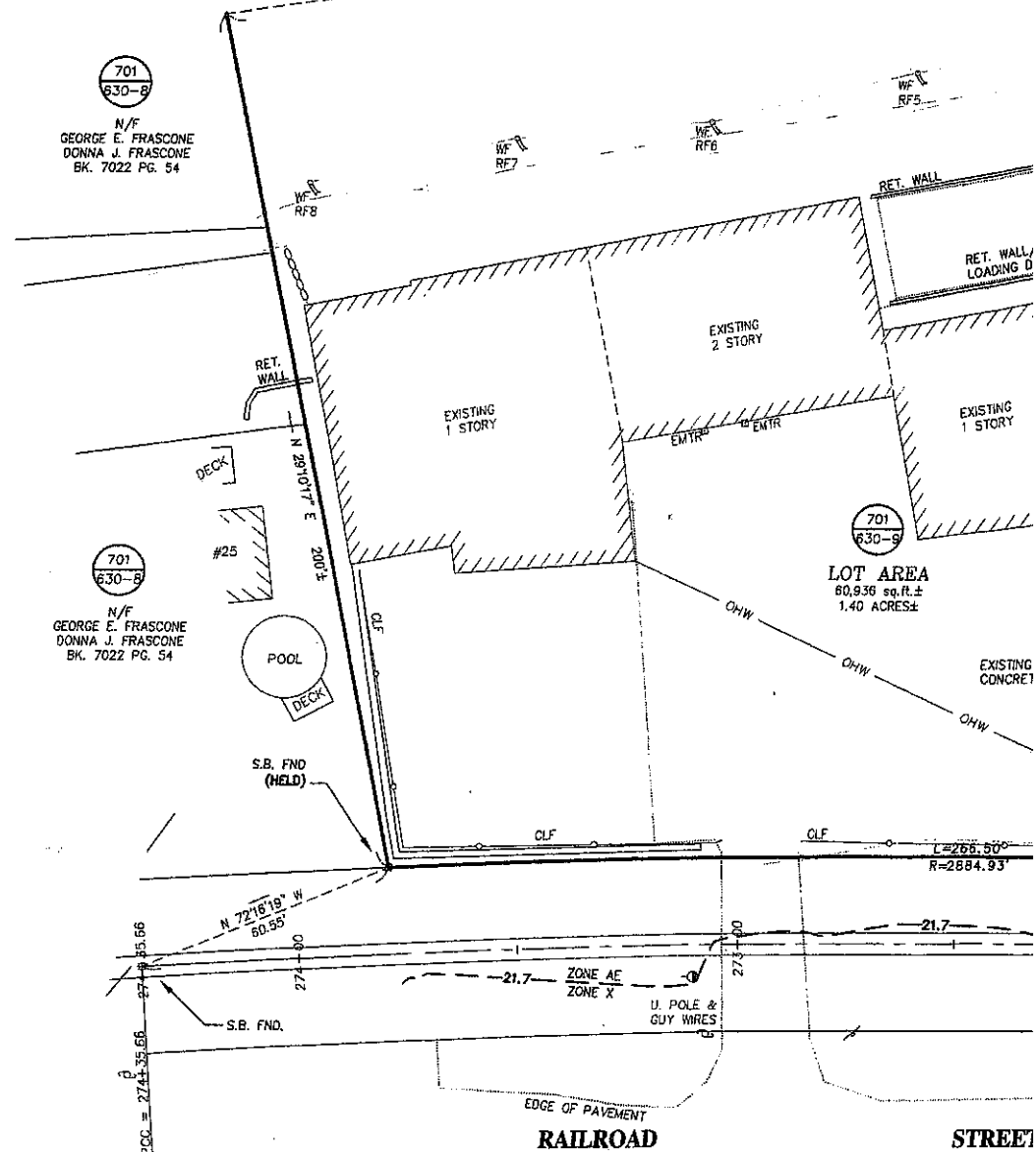
701
630-8
N/F
GEORGE E. FRASCONE
DONNA J. FRASCONE
BK. 7022 PG. 54

701
630-8
N/F
GEORGE E. FRASCONE
DONNA J. FRASCONE
BK. 7022 PG. 54

MERRIMACK RIVER

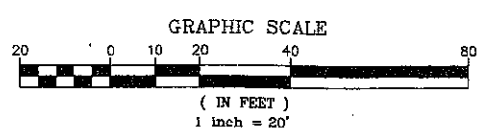
S 58°16'29" E
184.99' (TIE)

"BY" MEAN LOW WATER

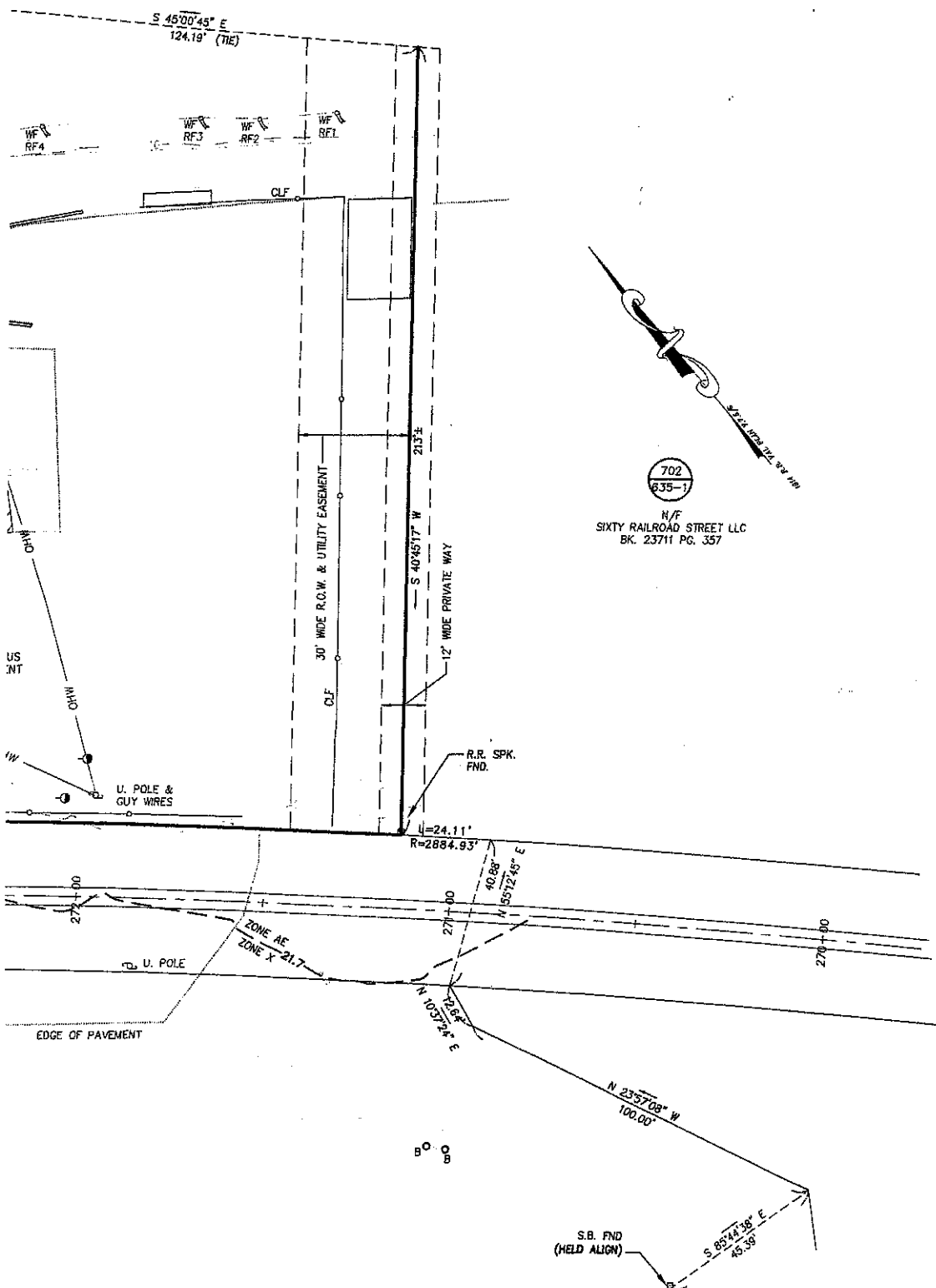


LEGEND

- S.B. STONE BOUND
- RR SPK RAILROAD SPIKE
- FND. FOUND
- UPOLE UTILITY POLE
- OHW — OVERHEAD WIRE
- EMTR ELECTRIC METER
- GMTR GAS METER
- CLF CHAIN LINK FENCE
- RET. RETAINING
- 272+00 ROAD CENTERLINE
- TRENCH DRAIN
- CATCH BASIN
- DRAIN MANHOLE
- SEWER MANHOLE
- HYDRANT
- WATER SHUT OFF
- WATER VALVE
- WF RF6 WETLAND FLAG AND FLAG NUMBER
- 00 ASSESSORS MAP#
- 00 PARCEL#



PREPARED FOR
CIOTO REALTY TRUST
38 RAILROAD STREET
HAVERHILL, MA



VERTICAL DATUM

(N.A.V.D. 1988)
ELEVATIONS ESTABLISHED WITH
TRIMBLE R10 RECEIVER.

BASIS OF BEARINGS

1914 R.R. VAL PLAN V.7.5/6

OWNER OF RECORD

COTO REALTY TRUST
BK. 16670 PG. 88

PLAN REFERENCES

PLAN BK. 1 PL. 100
1914 R.R. VAL PLAN V.7.5/6
PLAN 274 OF 1977
HAVERHILL CITY ENGINEERS PLAN 2B-1707

NOTES:

THIS PLAN DOES NOT SHOW ANY UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO OBSERVE ANY APPARENT, VISIBLE USES OF THE LAND; HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO SUCH EASEMENTS EXIST.

RECORD UTILITY INFORMATION HAS NOT BEEN OBTAINED FOR LOCUS. VISIBLE SURFACE STRUCTURES HAVE BEEN LOCATED AND ARE SHOWN HEREON HOWEVER, SUBSURFACE UTILITY LINES ARE NOT SHOWN.

THE CERTIFICATIONS SHOWN HEREON ARE NOT INTENDED AS CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO CURRENT CITY OF HAVERHILL ASSESSORS RECORDS.

I CERTIFY:
THAT THIS ACTUAL SURVEY WAS MADE ON THE GROUND BETWEEN MAY 14, 2017, AND MAY 31, 2017, AND THAT THE STRUCTURES AND PHYSICAL FEATURES ARE LOCATED AS SHOWN TO THE BEST OF MY ABILITY AND BELIEF.

PROFESSIONAL LAND SURVEYOR DATE

<p>MEI MILLENNIUM ENGINEERING, INC. ENGINEERING AND LAND SURVEYING 82 ELM ST. SALISBURY, MA 01952 (978) 463-8980 13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528</p>				<p>PLAN OF LAND IN HAVERHILL, MA SHOWING EXISTING CONDITIONS AT 38 RAILROAD STREET</p>		<p>SITE PLAN</p>
12-5-18	ADD EASEMENTS	J.S.H.	SCALE: 1"=20'	CALC. BY: P.D.B.	PROJECT: M173138	SHEET: 1 OF 1
DATE	DESCRIPTION	BY	DATE: JUNE 21, 2017	CHKD. BY: J.S.H.		

*Letter
to withdraw
without prejudice*

City of Haverhill
City Council
John A. Michitson – President
4 Summer Street
Haverhill, MA 0 1830

January 22, 2019

Re: 38 Railroad Street Condominiums

Dear President Michitson & Council,

On behalf of myself and my business partner Mike Niskanen of 38 RR Realty Trust, we would like to withdraw without prejudice our petition to city council for a special permit to allow the construction of (60) condominiums at 38 Railroad Street, Bradford, MA.

Upon further evaluation and working with all of Haverhill departments, we found we still need more time to accommodate all department questions and concerns.

We do fully anticipate re-submitting our petition as soon as possible and look forward to presenting our project to the council in the very near future.

Sincerely,



Ernest M. Cioto
Property owner
38 Railroad Street
Bradford, MA 01835

2019JAN23040853HAY CITYC



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

10211
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

January 18, 2019

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

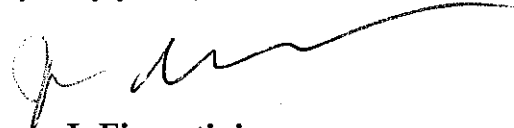
RE: Nomsa Ncube - Representative to Community Action Inc. Board

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

Please be advised that I hereby re-appoint Nomsa Ncube who resides at 67 Washington Street, #102-P, Haverhill, Massachusetts as the City's Representative to Community Action Inc. Board.

This is a non-confirming appointment. This appointment takes effect immediately and expires 12/31/2019.

Very truly yours,



James J. Fiorentini
Mayor

JJF/lyf

cc: John Cuneo, President and CEO, Community Action, Inc.



Community Action, Inc.

3 Washington Square

Haverhill, MA 01830-6139

(978) 373-1971 / fax (978) 469-8392

TDD: please use "711" – the telecommunications relay service

www.communityactioninc.org

December 11, 2018

The Honorable James Fiorentini
Mayor of the City of Haverhill
4 Summer St., Room 100
Haverhill, MA 01830

Dear Mayor Fiorentini,

Community Action, Inc. (CAI)'s bylaws require a "best practice" of having public sector representatives confirmed annually by the public official they represent.

Thank you for your endorsement of Nomsa Ncube as your representative on CAI's Board of Directors. She is fast becoming a valued and respected board member.

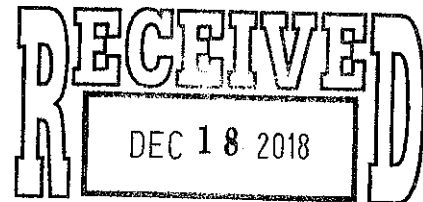
We and Nomsa hope you will re-nominate her. If you agree to have Nomsa continue on our board as your representative for the period January 1 to December 31, 2019, please send a letter as soon as possible on your official stationery to me at the above address, re-nominating Nomsa Ncube as your representative on the CAI Board of Directors.

If you have any questions or would like to discuss the matter further, please contact me at 978-373-1971 x223.

Thank you.

Sincerely,

John Cuneo
President and CEO



An Equal Opportunity Agency

By: _____

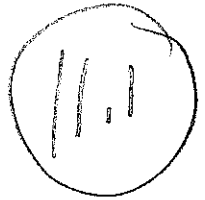




Zoning Hearing March 12 2019

Haverhill

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



DATE: January 18, 2019

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

FROM: William Pillsbury, Economic Development and Planning Director

RE: CORRECTIVE ACTION TO FIX AN ERROR IN APPROVAL OF ZONING AMENDMENT: Additional Minor changes to Zoning Ordinance- Stevens Street -related zoning amendment to table of allowed uses

Upon review of the table of uses we have become aware of an error in the processing and codification of a prior zoning amendment approved in 2015 relative to the IG zone. At the time there were two versions of the amendment on file and while the second revised ordinance was on file it was not the one actually adopted by the council. The effect, though minor, resulted in the table of uses being changed by General code and produced a table that required all uses in the IG zone to require a special permit. This was never the intent as the other version of the ordinance filed (but not acted upon) clearly specifies that the special permit change was only for the westerly side of Stevens street ONLY and not for the entire IG zone.

Therefore on advice of the city solicitor it is necessary to correct this error by adopting the correct ordinance language and deleting the previously approved language and therefore revising the table of uses to the state that was originally intended.

Attached please find the correct ordinance language. I respectfully request that the City council refer the zoning change to the planning board for its February 13th meeting and schedule a hearing to adopt the correction on March 12, 2019.

What follows for your information is the original transmittal letter language stating the limited intent of this change to westerly side of Stevens street only.

As evidenced by recent events Stevens Street is an area of significant transition and as such the attached zoning amendment further changes uses on the western side (little river side) of Stevens street only to allow residential, residential/mixed use commercial and performing arts related uses only by labeling them as a "P" - permitted. All other uses on the western side (little river side) of Stevens street only shall be designated by an "S" -special permit by the city council. This will enable an appropriate level of review of projects proposed for the area.

Thank you for your attention to this matter.

RECOMMENDATION: Refer the matter to the Planning board for its February 13th meeting and Schedule the city council hearing on this requested correction for March 12, 2019.



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

File 10 days ✓

11.2

ORDERED:

MUNICIPAL ORDINANCE

CHAPTER 255

An Ordinance Relating to Zoning Table of Use and Parking Regulations

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 255, Table 1, TABLE OF USE AND PARKING REGULATIONS, being and is hereby further amended as follows:

SECTION 255, ZONING TABLE 1: In as much as (A PORTION OF) the remaining IG zone **(Stevens Street- west side only (Little River Side_)** is an area in significant transition all uses except residential, mixed residential/commercial and performing arts in this portion of this IG zone **(Stevens Street- west side only (Little River Side_)** where the table is currently "P" PERMITTED shall be changed to "S" -SPECIAL PERMIT by the City Council. All uses previously permitted (P) in in the balance of the IG zone (particularly Hale Street) shall remain permitted uses.

APPROVED AS TO LEGALITY

CITY SOLICITOR

For Hearing March 12 2019



Haverhill

11, 4, 1

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

Date: 1/11/19

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks to receive a license for **TAG DAYS**
pursuant to Chapter 227 of Haverhill City Code

Organization: HHS Boys Basketball Boosters Applicant's Name: Elizabeth Stratton

Applicant's Residence (must be Haverhill resident): 2 Barberry Ln. Haverhill

Applicant's Signature: Elizabeth Stratton

(3 CONSECUTIVE DAYS ONLY)

Date of Tag Day Request(s): 3/15, 3/16 + 3/17

Canister: _____ Tag: _____ Fee: \$ 0

ON STREET LOCATIONS ARE NO LONGER PERMITTED – SEE DOC .47 OF 2017

OFF STREET LOCATIONS - PLEASE SPECIFY

Market Basket (3)
Dunkin's (3)
Heavily (2)

***A LETTER FROM THE PRIVATE PROPERTY OWNER GRANTING PERMISSION FOR
USE OF THE LISTED LOCATIONS IS REQUIRED AT THE TIME OF THE APPLICATION**

**A sample of the badge being used by those tagging and a sample of the tag being issued by the
Organization must be filed with the City Clerk's Office at the time of the application**

Office Use Only

Recommendation by Police Chief: ☒ Approved
_____ Denied

Alan R. DePaulis

Police Chief

In Municipal Council, _____

Attest: _____
City Clerk

2019 JAN 11 AM 10:00 HAV-CLERK



Haverhill

11.4.2

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

Date: 1/11/19

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks to receive a license for **TAG DAYS**
pursuant to Chapter 227 of Haverhill City Code

Organization: Riverside Baseball Applicant's Name: Tom Hebert

Applicant's Residence (must be Haverhill resident): 30 Leonard Ave. Bradford

Applicant's Signature: [Signature]

(3 CONSECUTIVE DAYS ONLY)

Date of Tag Day Request(s): May 31, June 1+2

Canister: _____ Tag: ✓ Fee: \$ 30.00

ON STREET LOCATIONS ARE NO LONGER PERMITTED – SEE DOC. 47 OF 2017

OFF STREET LOCATIONS - PLEASE SPECIFY

Heav'nly Dunks (2)
Market Basket (5)
(3)

***A LETTER FROM THE PRIVATE PROPERTY OWNER GRANTING PERMISSION FOR USE OF THE LISTED LOCATIONS IS REQUIRED AT THE TIME OF THE APPLICATION**

A sample of the badge being used by those tagging and a sample of the tag being issued by the Organization must be filed with the City Clerk's Office at the time of the application

Office Use Only

Recommendation by Police Chief: ✓ Approved
_____ Denied

[Signature]

Police Chief

In Municipal Council, _____

Attest:

City Clerk

2019JAN11PM0116HNV-CITYC



Haverhill

11.4.3

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

Date: 1-10-19

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks to receive a license for **TAG DAYS**
pursuant to Chapter 227 of Haverhill City Code

Organization: Haverhill High Crew Team Applicant's Name: Bridget Laefield
Applicant's Residence (must be Haverhill resident): 20 Garrison Ave, Haverhill 01830
Applicant's Signature: [Signature]

(3 CONSECUTIVE DAYS ONLY)

Date of Tag Day Request(s): Sept. 28 & 29, 2019

Canister: _____ Tag: ✓ Fee: \$ _____

ON STREET LOCATIONS ARE NO LONGER PERMITTED – SEE DOC .47 OF 2017

OFF STREET LOCATIONS - PLEASE SPECIFY

Market Basket
Heavenly Donuts
One Stop

***A LETTER FROM THE PRIVATE PROPERTY OWNER GRANTING PERMISSION FOR
USE OF THE LISTED LOCATIONS IS REQUIRED AT THE TIME OF THE APPLICATION**

**A sample of the badge being used by those tagging and a sample of the tag being issued by the
Organization must be filed with the City Clerk's Office at the time of the application**

Office Use Only

Recommendation by Police Chief: ✓ Approved
_____ Denied

[Signature]

Police Chief

In Municipal Council, _____

Attest:

City Clerk

11.6.2.1

City of Haverhill

APPLICATION FOR AN EXTERIOR VENDING MACHINE LICENSE

(Haverhill City Code: Ch 191 Article VI)

JAN 10 2019

Date:

New ☐ Renewal ☒

Fee: (\$100 per machine)

List of items to be sold:

REDBOX AUTOMATED RETAIL - MOVIES

Location of machine – If the machine is on private property not owned by vending company or applicant, a letter of permission from property owner must be provided with this application:

Street address: 285 Lincoln av

Name of business proximal to machine: Market Basket

Permission letter included? Yes ☐ No ☐

Applicant's name (if business, provide name and contact info of contact person):

Gretel Monray

Applicant's business address:

Redbox Automated Retail LLC
1 Tower Ln., Suite 900
Oakbrook Terrace, IL 60181

Applicant's phone number/email:

Sign offs required:
Police Chief

Approved ☒ Denied ☐

Fire Chief

Approved ☐ Denied ☐

Building Inspector

Approved ☒ Denied ☐

Wiring Inspector

Approved ☐ Denied ☐

Board of Health (if food products involved)

Approved ☐ Denied ☐

Expiration date: 12/31/2019

11.6.2.2

City of Haverhill

APPLICATION FOR AN EXTERIOR VENDING MACHINE LICENSE

(Haverhill City Code: Ch 191 Article VI)

JAN 10 2019

Date:

New ☐ Renewal ☒

±

Fee: (\$100 per machine)

List of items to be sold: _____

REDBOX AUTOMATED RETAIL - MOVIES

Location of machine – *If the machine is on private property not owned by vending company or applicant, a letter of permission from property owner must be provided with this application:*

Street address: 2 Water st

Name of business proximal to machine: Market Basket (B)

Permission letter included? Yes ☐ No ☐

Applicant's name (if business, provide name and contact info of contact person):

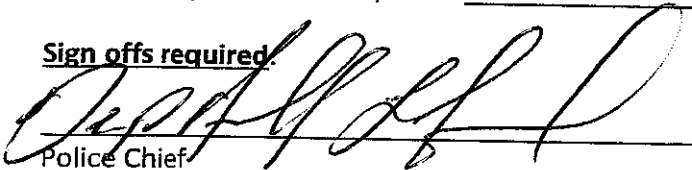
Gretel Monrou

Applicant's business address:

Redbox Automated Retail LLC
1 Tower Ln., Suite 900
Oakbrook Terrace, IL 60181

Applicant's phone number/email: _____

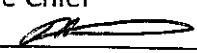
Sign offs required:


Police Chief

Approved ☒ Denied ☐

Fire Chief

Approved ☐ Denied ☐


Building Inspector

Approved ☒ Denied ☐

Wiring Inspector

Approved ☐ Denied ☐

Board of Health (if food products involved)

Approved ☐ Denied ☐

Expiration date: 12/31/20 19

11.62.3

City of Haverhill

APPLICATION FOR AN EXTERIOR VENDING MACHINE LICENSE

(Haverhill City Code: Ch 191 Article VI)

JAN 10 2019

Date:

New ☐ Renewal ☒

Fee: (\$100 per machine)

List of items to be sold:

REDBOX AUTOMATED RETAIL - MOVIES

Location of machine – *If the machine is on private property not owned by vending company or applicant, a letter of permission from property owner must be provided with this application:*

Street address: 425 Lowell av

Name of business proximal to machine: CVS Pharmacy

Permission letter included? Yes ☐ No ☐

Applicant's name (if business, provide name and contact info of contact person):

Gretel Monray

Applicant's business address:

Redbox Automated Retail LLC

1 Tower Ln., Suite 900

Oakbrook Terrace, IL 60181

Applicant's phone number/email:

Sign offs required:

Police Chief

Approved ☒ Denied ☐

Fire Chief

Approved ☐ Denied ☐

Building Inspector

Approved ☒ Denied ☐

Wiring Inspector

Approved ☐ Denied ☐

Board of Health (if food products involved)

Approved ☐ Denied ☐

Expiration date: 12/31/2019

11.6.2.4

City of Haverhill

APPLICATION FOR AN EXTERIOR VENDING MACHINE LICENSE

(Haverhill City Code: Ch 191 Article VI)

Date: **JAN 10 2019**

New ☐ Renewal ☒

Fee: (\$100 per machine)

List of items to be sold: _____

REDBOX AUTOMATED RETAIL - MOVIES

Location of machine – *If the machine is on private property not owned by vending company or applicant, a letter of permission from property owner must be provided with this application:*

Street address: 800 River st

Name of business proximal to machine: Walgreens

Permission letter included? Yes ☐ No ☐

Applicant's name (if business, provide name and contact info of contact person):

Gretel Monroy

Applicant's business address: Redbox Automated Retail LLC

1 Tower Ln., Suite 900

Applicant's phone number/email: Oakbrook Terrace, IL 60181

Sign-offs required

[Signature]
Police Chief

Approved ☒ Denied ☐

Fire Chief

[Signature]

Approved ☐ Denied ☐

Building Inspector

Approved ☒ Denied ☐

Wiring Inspector

Approved ☐ Denied ☐

Board of Health (if food products involved)

Approved ☐ Denied ☐

Expiration date: 12/31/2019

11.6.2.5

City of Haverhill

APPLICATION FOR AN EXTERIOR VENDING MACHINE LICENSE
(Haverhill City Code: Ch 191 Article VI)

Date: JAN 10 2019

New ☐ Renewal ☒ Fee: (\$100 per machine)

List of items to be sold: REDBOX AUTOMATED RETAIL - MOVIES

Location of machine – If the machine is on private property not owned by vending company or applicant, a letter of permission from property owner must be provided with this application:

Street address: 800 River st (A)

Name of business proximal to machine: Walgreens

Permission letter included? Yes ☐ No ☐

Applicant's name (if business, provide name and contact info of contact person):

Gretel Monroy
Redbox Automated Retail LLC
Applicant's business address: 1 Tower Ln., Suite 900
Oakbrook Terrace, IL 60181

Applicant's phone number/email:

Sign offs required:

Police Chief

Approved ☒ Denied ☐

Fire Chief

Approved ☐ Denied ☐

Building Inspector

Approved ☒ Denied ☐

Wiring Inspector

Approved ☐ Denied ☐

Board of Health (if food products involved)

Approved ☐ Denied ☐

Expiration date: 12/31/2019

11,6,2.6

City of Haverhill

APPLICATION FOR AN EXTERIOR VENDING MACHINE LICENSE

(Haverhill City Code: Ch 191 Article VI)

Date: JAN 10 2019

New ☐ Renewal ☒

Fee: (\$100 per machine)

List of items to be sold: REDBOX AUTOMATED RETAIL - MOVIES

Location of machine – If the machine is on private property not owned by vending company or applicant, a letter of permission from property owner must be provided with this application:

Street address: 400 Lowell av

Name of business proximal to machine: Market Basket

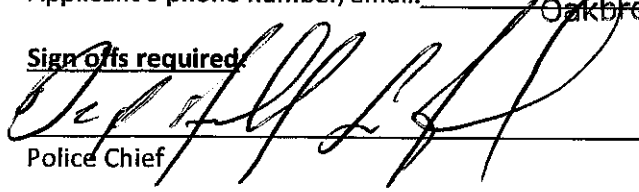
Permission letter included? Yes ☐ No ☐

Applicant's name (if business, provide name and contact info of contact person):

Applicant's business address: Gretel Monroy Redbox Automated Retail LLC

Applicant's phone number/email: 1 Tower Ln., Suite 900 Oakbrook Terrace, IL 60181

Sign offs required:



Police Chief

Approved ☒ Denied ☐

Fire Chief

Approved ☐ Denied ☐

Building Inspector

Approved ☒ Denied ☐

Wiring Inspector

Approved ☐ Denied ☐

Board of Health (if food products involved)

Approved ☐ Denied ☐

Expiration date: 12/31/2019

11.6.2.9

City of Haverhill

APPLICATION FOR AN EXTERIOR VENDING MACHINE LICENSE

(Haverhill City Code: Ch 191 Article VI)

Date: JAN 10 2019

New ☐ Renewal ☒

Fee: (\$100 per machine)

List of items to be sold: _____

REDBOX AUTOMATED RETAIL - MOVIES

Location of machine – *If the machine is on private property not owned by vending company or applicant, a letter of permission from property owner must be provided with this application:*

Street address: 150 Lafayette sq

Name of business proximal to machine: CVS Pharmacy

Permission letter included? Yes ☐ No ☐

Applicant's name (if business, provide name and contact info of contact person):

Gretel Monray

Applicant's business address:

Redbox Automated Retail LLC

1 Tower Ln., Suite 900

Oakbrook Terrace, IL 60181

Applicant's phone number/email: _____

Sign offs required:

Police Chief

Approved ☒ Denied ☐

Fire Chief

Approved ☐ Denied ☐

Building Inspector

Approved ☒ Denied ☐

Wiring Inspector

Approved ☐ Denied ☐

Board of Health (if food products involved)

Approved ☐ Denied ☐

Expiration date: 12/31/2019

11,628

City of Haverhill

APPLICATION FOR AN EXTERIOR VENDING MACHINE LICENSE

(Haverhill City Code: Ch 191 Article VI)

Date: JAN 10 2019

New ☐ Renewal ☒

Fee: (\$100 per machine)

List of items to be sold:

REDBOX AUTOMATED RETAIL - MOVIES

Location of machine – If the machine is on private property not owned by vending company or applicant, a letter of permission from property owner must be provided with this application:

Street address: 2 Water st

Name of business proximal to machine: Market Basket

Permission letter included? Yes ☐ No ☐

Applicant's name (if business, provide name and contact info of contact person):

Gretel Monroy Redbox Automated Retail LLC

Applicant's business address: 1 Tower Ln., Suite 900
Oakbrook Terrace, IL 60181

Applicant's phone number/email:

Sign-offs required:

Police Chief

Approved ☒ Denied ☐

Fire Chief

Approved ☐ Denied ☐

Building Inspector

Approved ☒ Denied ☐

Wiring Inspector

Approved ☐ Denied ☐

Board of Health (if food products involved)

Approved ☐ Denied ☐

Expiration date: 12/31/2019

11.6.5.1

City of Haverhill

Jan 11 2019

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:

Wisvel Joseph

Address:

114 Pulling St Haverhill MA

Applicant phone number:

978-601-3996

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

Office use only

New/Renew (circle one)

Fee: \$50 - annual fee January 1 2019 to December 31st 2019

In Municipal Council

20

Attest

City Clerk

Approve

Denied

Police Chief

Please complete back side of this application

11.6.5.2

City of Haverhill

JAN 11 2019

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: KAREN J. FRAYS

Address: 7 RICHMOND ST

Applicant phone number: 978-418-8728

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

Office use only

New/Renew (circle one)

Fee: \$50 - annual fee January 1 2019 to December 31st 2019

In Municipal Council: _____ 20__

Attest _____ City Clerk

Approve _____

Denied _____

Police Chief

Please complete back side of this application

11.6.5.3

City of Haverhill

JAN 18 2019

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: Maria Rivera

Address: 219 Lawrence St. Lawrence MA

Applicant phone number: 508 858-8087

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

Office use only

☒ New/Renew (circle one)

Fee: \$50 – annual fee January 1 2019 to December 31st 2019

In Municipal Council

20

Attest

City Clerk

Approve ☒

Denied ☐

Police Chief

Please complete back side of this application

11.6.5.4

City of Haverhill

JAN 18 2019

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: Tylshia O. Jones

Address: 101 High St. Fl 2

Applicant phone number: (857) 212-8834

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

Office use only

☒ New ☐ Renew (circle one)

Fee: \$50 – annual fee January 1 2019 to December 31st 2019

In Municipal Council _____ 20__

Attest: _____ City Clerk

Approve: [Signature]

Denied: _____

[Signature]
Police Chief

Please complete back side of this application



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

File 10 days ✓
(13.1)

~~ORDERED:~~

MUNICIPAL ORDINANCE

CHAPTER 240

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, ARTICLE XIII, §240-85 - Schedule B: Parking Restrictions and Prohibitions, as amended, be and is hereby further amended as follows:

Name of Street Location

Regulation

Hours/Days

South Main Street

West side

1st Paragraph - By deleting the words and figures "....190 feet south of...." after the words "From Middlesex Street southerly to"; and,

2nd Paragraph - By deleting the words and figures "....190 feet south of...." preceding the words "South Pleasant Street center line".

APPROVED AS TO LEGALITY


City Solicitor

Chapter 240. Vehicles and Traffic

Article XIII. Schedules

§ 240-85. Schedule B: Parking Restrictions and Prohibitions.

In accordance with the provisions of § 240-25, parking is prohibited, restricted or limited as to time, space and streets as follows:

Name of Street Location	Regulation	Hours/Days
South Main Street [Amended 6-1-1982 by Doc. 43-D; 12-8-1987 by Doc. 23-I; 5-17-1988 by Doc. 22-E; 10-31-1989 by Doc. 9-O; 4-10-1990 by Doc. 34-F; 11-10-1998 by Doc. 40-N; 8-14-2001 by Doc. 8-I; 3-25-2014 by Doc. 34]		
East side		
From the Basiliere Bridge southerly to Inland Street	No parking	—
From Inland Street to Doane Street	Time limited 1 hour	9:00 a.m. to 6:00 p.m., Monday through Friday
From Doane Street southerly to Byron Street	No parking	—
From 200 feet north of Kingsbury Avenue center line southerly to 110 feet north of Greenleaf Street center line	No parking	—
From 355 feet south of Fernwood Avenue center line to North Andover	No parking	—
West side		
From Middlesex Street southerly to 190 feet south of South Pleasant Street center line (other than 1 space in front of No. 75 and 1 space in front of No. 79)	No parking	—
1 space in front of No. 75, 1 space in front of No. 79, and from 190 feet south of South Pleasant Street center line southerly to Carleton Avenue	Time limited 1 hour	9:00 a.m. to 6:00 p.m., Monday through Friday
From 50 feet north of Cogswell Avenue center line to 225 feet south of South Elm Street center line	No parking	—
From 40 feet north of Allen Street center line southerly to 160 feet south of South Prospect Street center line	No parking	—
From 175 feet north of Laurel Avenue center line southerly to North Andover Town line	No parking	—

1st
Paragraph

2nd
Paragraph

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

January 23, 2019

City Council President John A. Michitson & Members of the City Council

RE: Ordinance relative to Bradford Square parking

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

Attached is an ordinance amends parking restrictions in Bradford Square. This ordinance is to be placed on file for two weeks after which I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

File 10 days ✓

13.2

ORDERED:

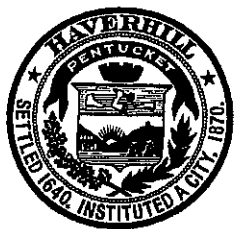
An Ordinance Relating to Parking (356 Main Street-Handicapped Parking)

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

LOCATION	REGULATION	HOURS/DAYS
356 Main Street In front of No. 356 Main Street except For 1-24 Hour handicapped Parking space at No. 356	No Parking	24 Hours

APPROVED as to legality:

City Solicitor



Haverhill

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

January 16, 2019

Mr. John A. Michitson, Council President
City Council Members
City Hall – Room #204
City of Haverhill

Re: ESTABLISHMENT OF HANDICAP PARKING – 356 Main Street

Dear Council President & Councilors:

As per your request dated, January 16, 2019, I am submitting a Municipal Ordinance that will allow for handicap parking in front of 356 Main Street.

Sincerely,

William Pillsbury Jr.
Economic Development and Planning Director



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

File 10 days

13.3

ORDERED:

An Ordinance Relating to Parking (8 LeBlanc-Handicapped Parking)

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

LOCATION	REGULATION	HOURS/DAYS
8 LeBlanc Street	No Parking	24 Hours

In front of No. 8
LeBlanc Street except
For 1-24 Hour handicapped
Parking space at No. 8

APPROVED as to legality:

City Solicitor



Haverhill

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

January 16, 2019

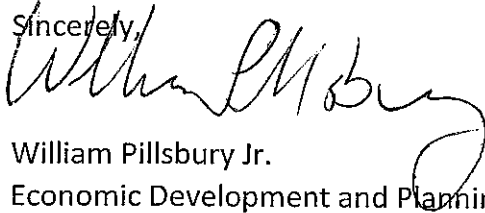
Mr. John A. Michitson, Council President
City Council Members
City Hall – Room #204
City of Haverhill

Re: ESTABLISHMENT OF HANDICAP PARKING – 8 LeBlanc Street

Dear Council President & Councilors:

As per your request dated, January 16, 2019, I am submitting a Municipal Ordinance that will allow for handicap parking in front of 8 LeBlanc Street.

Sincerely,



William Pillsbury Jr.
Economic Development and Planning Director

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
THOMAS J. SULLIVAN
VICE PRESIDENT
JOSEPH J. BEVILACQUA
MELINDA E. BARRETT
COLIN F. LEPAGE
TIMOTHY J. JORDAN
WILLIAM J. MACEK
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MICHAEL S. MCGONAGLE



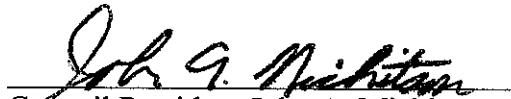
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

1511
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

January 25, 2019

TO: Members of the City Council:

Council President Michitson and Councillors LePage, Jordan and Barrett wish to discuss establishment of 10-year capital improvement program and associated funding plan to cover all city facilities, roads, bridges, water, sewer/treatment, parking, handicap accessibility and apparatus (e.g. ladder trucks).


Council President John A. Michitson


Councillor Colin LePage *bsc*


Councillor Timothy Jordan *bsc*


Councillor Melinda Barrett *bsc*

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
THOMAS J. SULLIVAN
VICE PRESIDENT
JOSEPH J. BEVILACQUA
MELINDA E. BARRETT
COLIN F. LePAGE
TIMOTHY J. JORDAN
WILLIAM J. MACEK
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MICHAEL S. MCGONAGLE



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FACSIMILE: 978 374-2329
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citycncl@cityofhaverhill.com

January 25, 2019

TO: Members of the City Council:

Council President Michitson wishes to address traffic and safety concerns at the intersection of Groveland St., Keeley St. and East Broadway.

Council President John A. Michitson

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
THOMAS J. SULLIVAN
VICE PRESIDENT
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CITY OF HAVERHILL
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1513

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citycncl@cityofhaverhill.com

January 25, 2019

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

Councillor Jordan requests to introduce Liz Stratton from the Haverhill High School Varsity Basketball Boosters Club to promote the upcoming "Blackout for Cancer" being held on Tuesday, February 5, 2019.


City Councillor Timothy Jordan

Blackout for Cancer Promotion

Tuesday, February 5th, 2019 at Haverhill High School Gymnasium

- I. Notify Methuen Athletics to bring home gear and wear black socks for solidarity.
- II. Notify Methuen Basketball Boosters and request fans to wear black.
- III. Public, written and social media announcements about time and date of event
 - a. School
 - b. Community
 - c. Eagle Tribune and Haverhill Gazette
- IV. Utilize school resources to make Blackout for Cancer Program that includes
 - a. Both Girls and Boys Team Roster
 - b. Photo of honoring cancer recipients, along with brief story
 - c. Event Schedule
 - d. Sponsors/Donation page

Meet and Greet Blackout Night Cancer Recipients

1/18/19 at HHS Gym

- I. It is imperative that the Haverhill High School Basketball Team and Staff meet honoring recipients to understand the importance of the Blackout Event prior to fundraising. Our student-athletes must know the purpose of the event, and how cancer effects one's well-being. The meet and greet creates:
 - a. Empathy
 - b. Compassion
 - c. Connection
 - d. Humility
 - e. Solidarity
 - f. Understanding

Fundraising

Initiate Tuesday, January 22nd, 2019

- I. Selling rubber with yellow lettering "Blackout for Cancer" wristbands, keychains, lanyards. Boys Basketball Ball Team is expected to sell to family, friends, and HHS community. Hillie Shop agreed to help sell fundraising items and possible shirts.
 - a. Cost
 - Wristbands \$2.00
 - Keychains \$3.00
 - Lanyards \$4.00
 - *Shirts \$15.00 or \$20.00 *price not determined
 - b. Formal letters to Local Business requesting donations for Blackout Event
 - . use school resources to help with local donations

Cancer has no boundaries, it does not discriminate, everyone has been or probably will be touched by cancer in some way, I know our Haverhill Hillie Family has been. The Boys and Girls Varsity Basketball team have a unique forum to help raise awareness and funds to support those impacted by cancer. To support our very own Paraprofessional educator, Nancy Burke and Senior (whose name is pending).

On Tuesday February 5th, 2019 the Haverhill Boys' Basketball Booster along with the Boys and Girls Varsity Teams are planning a Blackout for Cancer event during our double header game against Methuen. So many have come together to ensure this will be an epic event. Haverhill High School ROTC will be presenting the colors while the chorus will be singing the National Anthem. The pep band will be present.

The Haverhill High Boys' Boosters and Basketball Team will be selling "Blackout for Cancer" bracelets, key chains and wristbands to raise funds, these items will also be sold at the Hillie Shop for students and staff to purchase. Currently, we are in the works of having "Blackout For Cancer" T-Shirts that can purchased to be worn at the event, and used as possible ticket admission. These funds will be divided and donated to honoring Cancer Recipients.

Event Schedule

Tuesday, February 5th 2019 at Haverhill High School Gymnasium

5:30 pm Haverhill High School Varsity Girls' vs. Methuen High School Varsity Girls'

7:00 pm. Blackout Night for Cancer Opening Ceremonies

- I. Introduction by Tom O'Brien, A.D.
- II. Opening Remarks by Elizabeth Stratton
- III. Honoring Cancer Recipients
 - a. Haverhill High School teacher, Nancy Burke
 - b. Haverhill High School senior, Madison Copeland
- IV. Cancer Recipient Journey Stories
- V. Presentation of Gifts
 - a. Flowers and donation by Varsity Team
 - b. YMCA Corner Stone Membership by YMCA of the North Shore Regional Director, Tracy Fuller.
- VI. Closing remarks Elizabeth Stratton
- VII. Starting Line-up
- VIII. ROTC Presentation of Colors
- IX. National Anthem sung by Haverhill High Chorus

7:15 pm Haverhill High School Varsity Boys' vs. Methuen High School Varsity Boys'

"It takes each of us to make a difference for all of us." -Jackie Mutcheson

CITY COUNCIL

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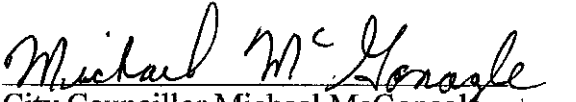
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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citycncl@cityofhaverhill.com

January 17, 2019

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

Councillor Michael McGonagle requests a discussion about a request for a stop sign at the intersection of Hilddale Avenue and Monument Street.


City Councillor Michael McGonagle

CITY COUNCIL

JOHN A. MICHITSON

PRESIDENT

THOMAS J. SULLIVAN

VICE PRESIDENT

JOSEPH J. BEVILACQUA

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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

15.5

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FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

January 25, 2019

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

Councillor LePage request a discussion on the Green Communities Award Grant funding projects and future energy conservation measures.

Colin LePage
City Councillor Colin LePage

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
THOMAS J. SULLIVAN
VICE PRESIDENT
JOSEPH J. BEVILACQUA
MELINDA E. BARRETT
COLIN F. LEPAGE
TIMOTHY J. JORDAN
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MARY ELLEN DALY O'BRIEN
MICHAEL S. MCGONAGLE



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

15.6
CITY HALL, ROOM 204
4 SUMMER STREET
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FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

January 25, 2019

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

Councillor Colin LePage requests a discussion regarding the Rules and Regulations of the City Council.

City Councillor Colin LePage

RULES AND REGULATIONS OF THE CITY COUNCIL

ORGANIZATION

Rule 1. The City Council shall meet for organization at ten o'clock in the forenoon on the first Monday of January following the regular municipal election and the members of the City Council shall severally make oath, before the City Clerk or a justice of the peace, to perform faithfully the duties of their respective office, except any member-elect not present shall make oath at the first regular meeting of the City Council thereafter which s/he attends.

For the purpose of organization, the City Clerk shall be temporary Chair until the President and Vice President are elected. President nominee(s) must have a minimum of one year's experience on the Haverhill City Council to qualify for election.

The City Council shall, by majority vote of all members elected, elect a President and Vice President from its own members; and the persons elected shall likewise make oath to perform faithfully the duties of the respective offices to which they are so elected at the same meeting, except any member-elect not present shall make oath at the first regular meeting of the City Council thereafter which s/he attends.

The following year, the first Tuesday of January at 7:00 o'clock P.M., the members of the City Council shall meet for the purpose of organization.

Within the first sixty (60) days of each calendar year, the members of the City Council shall vote to approve, amend, add, disapprove or delete from its Rules and Regulations. The City Council may also amend, add or delete from its rules throughout the year through a process of having an agenda item referred to Administration & Finance receiving Administration & Finance recommendation and majority approval of the full City Council.

REGULAR MEETINGS

Rule 2. Regular meetings of the City Council shall be held every Tuesday at 7:00 o'clock P.M. except in June there shall be a meeting on the first, third and fourth Tuesday except when June has five Tuesdays then it will be first, third and fifth. From July until the second Tuesday after Labor Day, the Council shall meet every other week beginning with the second Tuesday of July. In September, starting with the second Tuesday after Labor Day, the Council shall return to its regular weekly schedule. Additionally, in any year that the Mayor should choose to deliver his/her State of the City address on a Tuesday night at 7:00P.M., the City Council meeting scheduled for that week shall be appropriately cancelled in advance. The meeting(s) scheduled for the Tuesday after the President's Day holiday in February, Tuesday before Thanksgiving and the Tuesday of the Christmas holiday week shall be cancelled. The meetings shall be held in the City Council Chambers, City Hall, unless a majority of the full Council votes to hold a meeting at an alternative location at least six days prior to such change. The City Council may at any meeting, by a majority vote, discontinue any further meetings herein before scheduled.

MEETINGS OPEN TO PUBLIC

Rule 2A. Except in the case of executive sessions, all meetings of the City Council and of City Council Committees thereof shall be open to the public, and the City Council shall provide that citizens shall have up to three (3) minutes, unless a longer period is deemed necessary by the presiding Councillor to be heard at any such meeting in regard to any matter considered there. All meetings of the City Council shall conform to the Massachusetts Open Meeting Law (M.G.L. c.30A sections 18-25).

SPECIAL MEETINGS

Rule 3. The President, or in his/her absence the Vice President, of the City Council, or any three members thereof, may at any time call a special meeting by causing written notices, stating the time of holding such meeting and signed by the person or persons calling the same, to be delivered in hand or by electronic communication to each member of the City Council at least forty-eight (48) hours before the time of such meeting.

Every notice for a special meeting shall specify the subject to be acted upon and the place and time where the meeting is to take place.

HOLIDAYS

Rule 4. Whenever the day set by these rules for any meeting of the City Council shall fall upon or immediately after a holiday, then such meeting shall be cancelled by order of the Council.

QUORUM

Rule 5. Five (5) members of the City Council shall constitute a quorum.

REMOTE PARTICIPATION

Rule 6. Remote participation of City Council meetings shall be conducted in accordance with the Code of the City of Haverhill, Chapter 66, Article III.

PRESIDING OFFICER

Rule 7. The President, if present, shall preside at the meetings. In the absence of the President, the Vice President of the City Council shall preside or, in the absence of both, the next available Councillor in a downward sequential order as determined by the voting results of the last City Council election shall preside if s/he desires during the absence of both the President and the Vice President.

VACANCY IN THE OFFICE OF PRESIDENT OR VICE PRESIDENT

Rule 8. If the office of President becomes vacant, the Vice President shall assume duties of the President or if the office of Vice President becomes vacant, the City Council, in the manner provided in Rule 1, shall at the next regularly scheduled meeting elect one of its members to fill such office for the unexpired term, provided that no such vacancy shall be filled so long as there is a vacancy in the City Council.

DUTIES OF PRESIDING OFFICER

Rule 9. The presiding officer shall preserve decorum and order, may speak to points of order in preference to other members; shall decide all questions of order, subject to any appeal to the City Council, regularly seconded; and no other business shall be in order until the question on the appeal shall have been decided. The vote upon the appeal from the ruling of the chair shall be by roll call and shall stand unless a majority of the votes are to the contrary. The chair shall be allowed to vote on any question of appeal.

The presiding officer or his/her designee shall report all votes and the presiding officer shall then declare the result, and if the result be in doubt, may call for a roll call vote. Such declaration, if not the result of a roll call, shall stand unless it is reversed by a roll call called for by any member.

RELINQUISHING THE CHAIR

Rule 10. When the presiding officer desires to relinquish the chair, s/he shall call upon the Council Vice President, and, if not present, s/he shall call upon the next available Councillor in a downward sequential order as determined by the voting results of the last City Council election but such substitution shall not continue beyond the will of the presiding office so relinquishing the chair or beyond any adjournment, except as hereafter provided. For practical and logistical purposes, at all Council meetings the Vice President shall sit to the immediate right hand of the President, (chair 4) and Councillors 3, 4 and 5 shall occupy chairs 1, 2 and 3 in descending order of election.

If the presiding officer wishes to present an agenda item or participate in any subject under debate, s/he shall relinquish the chair as above provided and shall not resume the chair until s/he is through speaking and all points of order arising therefrom have been decided.

The presiding officer may, however, express a final opinion on any subject in which debate has concluded, without relinquishing the chair.

COMMITTEES

Rule 11. The President of the City Council shall appoint all standing committees, all special committees, shall fill any committee vacancy and designate the rank of the members of each committee unless specifically directed otherwise by a majority of the council. There shall be the following standing committees:

1. Administration & Finance Committee: Department of Finance & Records; and Law
2. Natural Resources & Public Property Committee: Water and Wastewater; Energy Conservation; Conservation Commission; Department of Public Buildings; Assessors; Parks and Playgrounds
3. Planning & Development Committee: Department of Community Planning and Development; Planning Department; Engineering.
4. Public Health, Safety & Works Committee: Department of Law Enforcement; Department of Fire Safety Services; Public Works; Public Health.
5. Citizen Outreach Committee: Constituent and Neighborhood Groups

The City Councillor responsible for initiating an item at an official Council meeting, which is then forwarded to the Mayor, City Department Head(s) or Committee(s) for further study and review, is personally and solely responsible for facilitating all necessary steps for that item's final disposition. The procuring Councillor must also make him/herself available at all of the Committee meeting(s) upon which said item is to be reviewed. Failure or inability of procuring Councillor to attend the meeting to which the item is scheduled to be heard shall result in said item being tabled to the next meeting of the Committee, unless those committee members in attendance choose to act on or dispose of said item without the initiating Councillor present.

The Committee Chairperson shall ensure items referred to Committee be reported on as soon as reasonably possible after item is referred. On any item submitted to Committee of the City Council, the President shall have final authority as to which Committee or to which department an item will be forwarded to. Any item submitted to Committee of the City Council shall be reported back to the City Council with recommendation(s) for action, if any whenever reasonably possible. The City Council Vice President shall work to ensure items referred to Committee be reported on within 60 days of referral by the Committee Chairperson.

The meetings of the standing committees of the City Council shall be held on Mondays, Wednesdays or Thursdays no earlier than 7:00 PM. in the City Council office, Room 204, except in cases where the subject matter to be discussed is deemed by the Committee Chairperson to be more appropriate at another day, time or place. All Committee meetings shall be scheduled in compliance with the Massachusetts Open Meeting Law.

SUFFICIENCY OF VOTE

Rule 12. The affirmative vote of a majority of all the members elected to the City Council shall be necessary for the passage of any order, ordinance, resolution, or vote except as noted herein or otherwise provided by the General Laws. The affirmative vote of a majority of the members present shall be sufficient to adjourn any meeting of the City Council.

COUNCIL VOTES NECESSARY PLAN A

	Annual Budget	Majority	5 votes
	Salary Appropriation	Majority	5 votes
	Salary Ordinance (increase)	2/3	6 votes
	Loan Orders	2/3	6 votes
	Transfer from one department to another (C.44 S.33B)	2/3	6 votes
	Transfer within department	Majority	5 votes
	Eminent Domain	2/3	6 votes
*	Zoning ordinances and amendments	2/3	6 votes
**	Zoning Special Permits	2/3	6 votes
	Suspend Rules	3/4	of Councillors present
	To amend a document	Majority	5 votes
	To rescind a document	2/3	6 votes
	To expunge a document	2/3	6 votes
	To override a Mayor's veto	2/3	6 votes

Motion to censure

2/3

6 votes

- * If a petition signed by the owners of 20% of the property abutting is presented to the Clerk prior to the close of the hearing, protesting a change, the document requires 7 votes, (see G.L. C.40A s.5)
- ** Cluster Residential Development, Planned Unit Development and Multifamily dwellings (see G.L. c.40A), Used and New Car Dealerships (see Zoning Regulations Ch.255-16, Table of Use and Parking Regulations)

EVERY MEMBER SHALL VOTE EXCEPT AS PROVIDED IN THIS RULE

Rule 13. Every member present when a question is put shall vote, unless any Councillor for special reason(s) or a conflict of interest stated at the introduction of an agenda item shall be excused from voting. Any Councillor who declares an intent not to participate in an agenda item shall leave the Council Chambers until such time as the agenda item has concluded. No member shall leave the Council Chambers without permission of the chair if his/her presence is necessary to make a quorum.

MANNER OF VOTING YES - NO - VOICE VOTE

Rule 14. Final votes of the City Council shall be by individual voice vote by YES or NO and shall be entered on the records. The presiding officer shall always vote last.

With the exception of votes for orders, ordinances and Council votes necessary under the Plan A form of government, the President may proceed by voice vote of the City Council unless objected to by another member of the City Council in which case the vote shall be recorded as stated above.

Notwithstanding the language contained in Rule 12, no member shall vote on any question or serve on any committee where his/her private right is immediately concerned, distinct from the public interest.

Rule 15. Prior to the announcement by the Chair of the result of a roll call vote, any Councillor may ask to have his/her name called again in order to record him/herself differently.

GAINING THE FLOOR

Rule 16. Every Councillor, when wishing to speak, shall raise his/her hand respectfully or, if available, signal the Chair by some other acceptable manner, asserting his/her desire to gain the floor and wait until s/he is recognized.

EVERY ORDER OR RESOLUTION MUST BE ENDORSED

Rule 17. No order or resolution shall be received or acted upon unless endorsed by a member of the Council and properly seconded.

WITHDRAWING NOTICE

Rule 18. After a motion is stated or read by the Chair and properly seconded, it shall be deemed to be in possession of the Council, and shall be disposed of by vote, but the mover or seconder may withdraw it at any time before a decision or amendment.

PETITIONS ONCE REJECTED

Rule 19. Except as otherwise might be provided specifically in the Massachusetts General Laws, whenever final action on any order, ordinance, petition, or question, discussion, or public participation has been taken by the City Council, no further order, ordinance, petition, question, discussion, or public participation which in substance is the same as heretofore acted upon, shall be resubmitted to the Council within six months from the time of the Council's previous action thereon unless two-thirds of the Council consents in writing for its resubmission.

Nothing in this rule shall be intended to waive provisions of Rules 22 and 23 and said rule shall not be considered inconsistent with said rules numbered 22 and 23.

ORDINANCE AND BOND ORDERS REFERRED TO CITY SOLICITOR

Rule 20. Every ordinance and every order for a bond issue shall, before its passage, be referred to the City Solicitor, who shall forthwith examine the same as to its legality and notify the Council of his/her findings.

That it be a standing rule of this Council that no final or definite action be passed by this Council in the matter of abatement of betterment assessments until such time as the legality of a proposed abatement be approved by the City Solicitor.

ENACTING STYLE

Rule 21. All by-laws passed by the City Council shall be entitled ordinances and the enacting style be "Be it ordained by the City Council of the City of Haverhill". In all votes by which the City Council expresses anything by order or by command, the enacting style shall be "Ordered:" and in all votes by which the City Council expresses opinions, principles, facts or purposes, the enacting style shall be "Resolved".

Rule 22. When a question is under debate, the chair will receive motions in accordance with Order of Precedence outlined in "Robert's Rules of Order".

PREVIOUS QUESTION

Rule 23. The previous question shall be put in the following form: "Move the main question." Once seconded, all further amendment or debate of the main question shall be suspended until the previous question is decided.

On the previous question, not exceeding five minutes shall be allowed for debate, which shall be confined to giving reasons why the main question should not be put, and no member shall speak more than two minutes.

RECONSIDERATION

Rule 24. After a vote has been taken, it shall be in order for any member voting with the prevailing side to move reconsideration thereof at the same meeting at which the vote was taken, or to file with the City Clerk, not later than twelve o'clock noon of the second business day following such meeting, written notice of a motion to reconsider such vote. After receiving such written notice of reconsideration, the Clerk shall place it on the calendar for the next regular meeting or for any intervening special meeting, provided the same is included in the call thereof.

Whenever a written notice of a motion to reconsider has been filed as aforesaid, the Clerk shall notify all of the members of the City Council and any parties that spoke at the Council meeting when the original vote was taken. In the case of a question decided by a tie vote, the prevailing side shall be considered to be the one in whose favor the question was decided. Not more than one motion for reconsideration of any vote shall be entertained, and no vote upon either of the following motions shall be reconsidered: viz: to adjourn; to lay on the table; to take from the table and the previous question.

KEEPER OF THE RECORD

Rule 25. The Clerk or her/his designee shall attend and keep the records of all meetings of the Council. S/he shall record the names of the members present, and shall have the care and custody of the city records, and all documents, maps, plans and papers pertaining to the business of the City Council. The City Council Administrative Assistant or her/his designee shall assume the duties of the Clerk in her/his absence.

PAPERS MUST BE FILED BEFORE 11:00 A.M. FRIDAY BEFORE MEETING

Rule 26. All papers of whatever description which may require action by the City Council shall be presented to the City Clerk not later than 11:00 A.M. on the Friday preceding the day of each regular meeting, except when such preceding day is a holiday or City Hall is closed, then they shall be presented at the same hour on the Thursday preceding the day of the meeting. Papers presented after that hour on such day will not be considered until the next meeting, unless admission is approved by three quarters (3/4) of the City Council.

CLERK SHALL PREPARE A LIST OF ALL MATTERS

Rule 27. The City Clerk shall prepare a list of all matters to come before the City Council at each meeting in accordance with the established order of business and shall deliver to the Council office for each Councillor, a copy of the same on the same day that the agenda is prepared.

As part of the agenda for each meeting, on a separate sheet in a suitable format, there shall be a list of all orders, documents, reports and communications which have been referred to a Council committee for report or action, along with the date submitted to the committee.

Rule 27A. No business or document scheduled to come before the City Council may be removed or omitted from the agenda prior to a meeting.

Rule 27B. The City Council shall allow for re-reading of all back up material related to any Ordinance before the vote is taken for passage.

Rule 27C. The President of the City Council shall not allow any communication or other matter to be placed on the agenda that does not conform with the City Council's Rules and Regulations or, if not governed by a rule or regulation, that does not conform with Robert's Rules of Order. The City Council President or presiding officer shall have oversight and discretion of the content of the final agenda to ensure compliance with the Massachusetts Open Meeting Law (M.G.L.c.30A sections 18-25). Agenda items must be sufficiently specific to reasonably inform the public of the issues to be discussed at the meeting. And if in the sole determination of the presiding officer that specificity is lacking, the matter may be delayed until such information is obtained.

PUBLIC PARTICIPATION

Rule 28A. Any Haverhill resident, organization or taxpayer may request through the President, or any other member, to be placed on the agenda for the next regularly scheduled meeting to speak about a matter or concern, provided it is related to issues that are within the Council's jurisdiction. The person shall be allowed up to three (3) minutes to speak, which time may be expanded or limited at the discretion of the presiding officer.

Rule 28B. Any Haverhill resident, organization or taxpayer may request, in writing, to speak to the City Council at the next regularly scheduled meeting by filing a completed request form with the City Clerk's Office. Request forms may be obtained at the City Clerk's Office or downloaded from the City of Haverhill Official web site. Requests to speak must be about a matter or concern that is related to issues that are within the Council's jurisdiction, and the written request to speak must contain details of the intended topic of discussion, and be specific enough to comply, in the opinion of the Council's presiding officer, with the Massachusetts Open Meeting Law. Any request form filed with the City Clerk's Office that appears to be complete will then be forwarded to the City Council's presiding officer in order to seek approval to place the request item on the next regular meeting agenda. In the event that a request to speak form is incomplete, vague or lacking, in the opinion of the Council's presiding officer, and requires additional time to obtain enough detail so that the item when placed on an agenda will adequately inform the general public as to the specific topic to be discussed and thereby complying with the Massachusetts Open Meeting Law, such delay may cause the request to be held until such time that sufficient additional information is added to the request. The responsibility to provide sufficient detail on the request forms and thereby prevent any delay in filing shall be the sole responsibility of the requesting party. The person making the request shall be allowed up to three (3) minutes to speak, which time may be expanded or limited at the discretion of the presiding officer. Note: for other methods of public participation, see Rules 2A, 28A and 35.

EXAMINATION OF RECORDS OF PREVIOUS MEETING

Rule 29. At each meeting of the Council, the records for the meeting shall be referred to a member thereof (excepting to the President) for examination; and for the next Council meeting s/he shall report the results thereof to the Chair who shall accept the minutes for the file unless

objected by any City Councillor whereupon the Chair shall then place before the meeting the question of approval of the same.

ORDER OF BUSINESS

Rule 30. At every regular meeting of the City Council the order of business shall be as follows:

1. Opening Prayer
2. Pledge of Allegiance
3. Approval of the records of previous meeting
4. Assignment of minutes review for next meeting
5. Communications from the Mayor
6. Communications and Reports from City Officers and Employees
7. Utility hearing(s) and related order(s)
8. Hearings and related Orders
9. Public Participation – Requests under Council Rule 28B
10. Appointments
11. Petitions
12. Motions and Orders
13. Communications from Councillors
14. Unfinished business of preceding meetings
15. Resolutions and Proclamations
16. Council committee reports and announcements

The above shall not be departed from except by permission of the presiding officer.

Any public hearing that is expected to exceed more than two hours in duration in the opinion of the City Council President, may be scheduled by the President as a special meeting to be held other than at the time of a regularly scheduled City Council meeting, provided that special Council meeting can be televised by the local cable channel.

PASSAGE AT ONE SESSION

Rule 31. Except as otherwise might be provided specifically in the Massachusetts General Laws, any ordinance after having been placed on file for at least 10 days, and any order or resolution may be passed through all its stages of legislation at one session, provided that no member of the Council objects thereto; but if any member of the Council objects, the measure shall be postponed for that meeting.

PARLIAMENTARY PRACTICE

Rule 32. In all matters of parliamentary practice not provided for in these rules or the Massachusetts Open Meeting Law (M.G.L. c.30A sections 18-25)., the City Council shall use "Robert's Rules of Order", the latest edition, as a guide.

Rule 33. Insofar as these rules are not of statutory source or origin, the same may be suspended at any meeting by a three-quarters (3/4) vote of all Councillors present, but not

otherwise. Suspension of rules shall apply only for the subject matter under consideration and must be stated in detail prior to voting for said suspension of rules. A suspension of the rules to add an item to the agenda for discussion must be of exigent circumstances. Exigent circumstances shall not include any matter which could have been added to an amended agenda prior to the commencement of the meeting, in compliance with the Open Meeting Law.

Upon completion of process as stated in Rule 1 these rules may be amended or repealed by the vote of five Councillors, but said amendment or repeal shall not be effective until the next regular meeting.

If any action is taken inconsistent with these rules, the same shall be construed to have been taken in suspension thereof provided there is a three-quarters (3/4) consent of all members of the Council, or there is no objection raised prior to the meeting being adjourned.

COUNCIL BUDGET

Rule 34. Prior to the President's submission of the Council annual budget to the Mayor, the President shall seek input from each Councillor and each Councillor shall be allowed to provide his/her input into the City Council budget request.

HEARINGS

Rule 35. All public hearings of the City Council will have the following guidelines. The proponent or petitioner will have up to thirty (30) minutes to make their presentation. The opposition will have up to thirty (30) minutes to make their presentation. Each side, proponent and opposition, will have up to five (5) minutes each for rebuttal after initial presentations. Anyone wishing to speak in favor of or against the proponent or petitioner shall be allowed up to three (3) minutes, in addition to the thirty (30) minutes each side is given to present. At the discretion of the presiding officer, a speakers' time may be limited due to repetitious information.

If a petitioner needs more time for a presentation, the presiding officer may at his/her discretion allow for additional time for any proponent or petitioner to complete a presentation, provided that an equal amount of time be granted to the opposition.

INDOCTRINATION OF NEW COUNCILLORS

Rule 36. It shall be the responsibility of the Council President to hold indoctrination for all new Councillors within thirty days of the final election. This also includes making available to Councillors Robert's Rules of Order in the City Council office and any other information that is pertinent for a smooth transition.

INTRADEPARTMENTAL COMMUNICATION

Rule 37. Any individual Councillor or the Council body may make a formal request for information or ask pertinent questions of the Mayor, City Department Heads, Boards or Commissions pursuant to a matter placed on the Council meeting agenda provided, that, in all cases, the information requested or questions asked, be in accordance with the following manner:

The City Council at any time may request from the Mayor specific information on any municipal matter within its jurisdiction, and may request him/her to be present to answer written questions relating thereto at a meeting to be held not earlier than one week from the date of the receipt by the Mayor of said questions. The Mayor shall personally, or through a designated representative, the head of a department or a member of a board, attend such meeting and publicly answer all such questions. The person so attending shall not be obliged to answer questions relating to any other matter. The Mayor may attend and address the City Council in person or through the head of a department, or a member of a board, upon any subject.

USE OF CITY COUNCIL STATIONERY

Rule 38. The use of City Council stationery with official letterhead shall be afforded to the Council President to communicate with any City Department, citizens, private businesses or State and Federal entities as s/he deems necessary. However, any communication issued by any other Council member on said stationery with respect to an issue previously, presently or potentially under the auspices of the City Council, Mayor or any commission, committee, authority, board, task force or any other decision making body on the local, state or federal level, must be brought through the Council Administrative Assistant and must be copied and approved by the Council President.

The Council President shall be responsible for alerting each newly elected Councillor of this rule during the orientation period outlined in Rule 36.

SPECIAL ELECTION AND BALLOT QUESTIONS

Rule 39. Whenever the City Council votes for any special election or question to be placed on a ballot, the City Clerk shall immediately enter into the agenda for the following week an agenda item that would require providing a copy of the certified mail receipt to each Councillor. This would prove that the proper departments in local or state government have been notified of the special election or of the ballot question.

MOTIONS TO CENSURE

Rule 40. A communication to place a motion to censure a member of the City Council on the agenda must be filed with the City Clerk in a timely manner and must be in writing and signed by no less than six members of the City Council and must specify egregious behavior and/or conduct unbecoming of a City Councillor.



DOCUMENT 12

CITY OF HAVERHILL

In Municipal Council January 8 2019

(1611)

(800000)

ORDERED:

MUNICIPAL ORDINANCE

CHAPTERS 25

AN ORDINANCE RELATING TO COUNCILS

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 25, Article III, Sections 15 of the Code of the City of Haverhill, as amended, being and is hereby deleted in its entirety and the following is inserted in place thereof:

"Article III. Council on Youth Needs

§ 25-15. Membership; terms; vacancies.

- A. Said Council shall consist of 10 members who shall be appointed by the Mayor to serve without compensation. The membership shall include not less than six students or persons between the ages of twelve (12) and eighteen (18). The remaining four members shall be appointed from the general public. Representatives of the City's Recreation Department and School Department shall serve as ex-officio members. The Mayor shall designate a member as Chairperson.**
- B. Members initially appointed shall serve for terms as follows:**
 - (1) Four members for terms of three years.**
 - (2) Three members for terms of two years.**
 - (3) Three members for terms of one year.**
- C. Successors of said members shall thereafter be appointed for a term of three years each. Vacancies shall be filled for the then unexpired term.**

APPROVED AS TO LEGALITY

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk

Chapter 25. Councils

Article III. Council on Youth Needs

[Adopted 3-6-1990 by Doc. 40 (Ch. 94 of the 1980 Code)]

§ 25-14. Establishment.

There is hereby established in the City of Haverhill a Council on Youth Needs to be entitled "Haverhill Council on Youth Needs."

§ 25-15. Membership; terms; vacancies.

- A. Said Council shall consist of 10 members who shall be appointed by the Mayor, subject to confirmation by the City Council, to serve without compensation. The membership shall include two students, one member of the clergy, one member of the City's Law Enforcement Department, one member of the City's Recreation Department, one member from the School Department and one member representing the City's Special Needs community. The remaining three members shall be appointed from the general public.
[Amended 12-22-1992 by Doc. 177]
- B. Members initially appointed shall serve for terms as follows:
 - (1) Four members for terms of three years.
 - (2) Three members for terms of two years.
 - (3) Three members for terms of one year.
- C. Successors of said members shall thereafter be appointed for a term of three years each. Vacancies shall be filled for the then unexpired term.

§ 25-16. Powers and duties; conduct of activities; records and reports.

- A. The powers and duties of said Council shall be to address the total needs of the youth of the City of Haverhill, including, without hereby limiting, planning activities, providing direction for obtaining summer employment, scholarship information, counseling and any other avenues that would serve to provide for the needs of the youth in the City of Haverhill.
- B. For the purposes aforesaid, the Council may conduct its activities on property under its control, on other public property under the control of other officers or boards, with the consent of such officers or boards, or on private property with the consent of the owners; provided, however, that the Mayor and the City Council approves the use of any such property.
- C. The Council shall submit a quarterly progress report to the Mayor and the City Council. The Council shall keep a record of its doings and, at the close of each municipal year, shall make a report thereof to the Mayor and City Council of its accounts and proceedings and of the condition of any buildings under its control and an account of its receipts for the calendar year. All receipts collected by the Council shall be paid to the City Treasurer. The Council shall cooperate and coordinate its functions with any federal, state, municipal, state or federal agency or with any private nonprofit agency concerned with the welfare of the youth of the City of Haverhill for the purpose of accomplishing the powers and duties above set forth.

Said Council shall make such rules and regulations as may be necessary to establish the time and place of meetings, the election and duties of officers, the preparation and submission of reports and the manner of conducting meetings and keeping records.

§ 25-18. Limitation of powers and duties.

Notwithstanding anything hereinabove contained to the contrary, said Council shall not have the power and/or duties to address needs that are being addressed by other commissions, councils, committees, task forces or similar bodies within the City of Haverhill.

CITY COUNCIL

JOHN A. MICHITSON

PRESIDENT

THOMAS J. SULLIVAN

VICE PRESIDENT

JOSEPH J. BEVILACQUA

MELINDA E. BARRETT

COLIN F. LePAGE

TIMOTHY J. JORDAN

WILLIAM J. MACEK

MARY ELLEN DALY O'BRIEN

MICHAEL S. MCGONAGLE



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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

January 18, 2019

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

City Councillor Joseph Bevilacqua submits the attached Minutes and recommendations of the Planning and Development Committee meeting that was held on January 16, 2019 for acceptance and discussion of item Doc. 13-H/2018 regarding energy projects.


City Councillor Joseph Bevilacqua

CITY COUNCIL

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CITY OF HAVERHILL HAVERHILL, MASSACHUSETTS 01830-5843

MINUTES OF THE PLANNING AND DEVELOPMENT COMMITTEE MEETING HELD ON WEDNESDAY, JANUARY 16, 2019

A Planning & Development Committee meeting was held on Wednesday, January 16, 2019 at 6:00 P.M. in the City Council office.

Committee Members: Chairperson Joseph Bevilacqua, Councillor William Macek and Councillor Timothy Jordan. Councillors Barrett and LePage also attended.

Attendee: Bill Evans

The following item was discussed:

1. Doc. #13-H – Communication from Councillor Bevilacqua requesting a discussion regarding energy projects. The Chairman opened the meeting and read the required public meeting notice recording statement and no one was recording the meeting. He noted that he has spoken with the Mayor and Orlando Pacheco, the City's energy use consultant, and that this was an opportunity for the Committee to discuss and develop a priority listing of suggested energy cost savings projects for the City which would have the impact of reducing the City's energy consumption, provide better service where able to be implemented, and help the environment. The City's recently received Green Communities designation will provide assistance in some of these suggested projects:

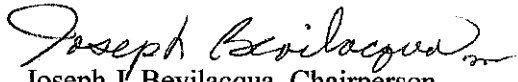
- purchase some electric cars for appropriate city departments i.e. inspectors, parks, not first responders. *Green Communities will pay part of this.*
- provide public electric charging stations and appropriate locations in the city i.e. downtown parking garage.
- provide for electric bikes rental stations;
- install low energy consumption LED lights in city/school parking lots/garage and school buildings where not yet installed. Explore the option of dimmable LED if necessary and/or cost effective.
- install LED lighting at HHS stage auditorium.
- undertake the former city dump proposed solar field project this year.
- install solar canopies in the parking lots of HHS and other school buildings to reduce energy consumption and explore the use of off-site solar fields to provide power to school and other city buildings.

The Committee along with Mr. Evans discussed these and other projects.

A motion was made by Councillor Macek, seconded by Councillor Jordan identifying this listing as a priority list of energy cost savings projects and to send this report to the Council with the recommendation that this report be forwarded to the Mayor and Orlando Pacheco. The motion was unanimously voted in favor by the Committee members Bevilacqua, Macek and Jordan.

With no further business the meeting was adjourned.

Respectfully submitted,


Joseph J. Bevilacqua, Chairperson
Planning & Development Committee
Haverhill City Council

January 18, 2019

JJB/bsa

c: Mayor Fiorentini
Councillors

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DOCUMENTS REFERRED TO COMMITTEE STUDY

38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16 9/6/16, 11/31/16, 1/17/17, 5/11/17, 10/24/17
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, 5/11/2017, 7/25/17, 2/15/18
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizen Outreach	1/3/17 1/31/17, 8/15/17
10-U	Communication from President Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizen Outreach	1/31/17 8/15/17
58-G	Communication from President Michitson requesting to present an update on the meeting with group homes stakeholders to address severe problems in Haverhill	Public Safety	5/2/17
7-M	Communication from Councillor Daly O’Brien re: street parking change after storms by providing alternate street parking the night after storm to improve plowing & clearing in inner city streets	Citizen Outreach	1/16/18
38-D	Communication from Councillors Sullivan and Barrett requesting an update on City’s emergency management plan and status of working generators in all public building in City	Public Safety	3/20/18
63-W	Communication from Councillor Macek requesting discussion on creation of comprehensive City-wide plan for establishment of 55+ housing overlay zoning districts	Planning & Dev.	7/10/18 9/5/18
82	Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking – Fees, Rate and Terms	A & F	7/10/18
8-B	Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking – Chart	A & F	7/10/18
93-L	Communication from President Michitson requesting to introduce Dave Labrode to discuss street tree plantings	NRPP	8/7/18
2-C	Ordinance re: Vehicles & Traffic; Central Business District Parking Fees Rates and Terms	A & F	8/21/18
93-W	Communication from Councillor Sullivan and Bevilacqua request to discuss possibility of entering into an agreement with Lorraine Post 29 VFW to rehab and lease Clement Farm House located at 1314 Main St., Haverhill	NRPP	9/11/18
93-Z	Communication from Council President Michitson requesting to address the impact of the Moratorium on National Grid gas installations	A & F	9/18/18
107-N	Communication from Councillor Macek requesting to discuss Micro-paving	Public Safety	9/25/18

DOCUMENTS REFERRED TO COMMITTEE STUDY (cont.)

121-F	Communication from Councillors Barrett & Bevilacqua requesting to introduce Maria Zangari to discuss illegal hunting concerns in Atlanta St. area	Public Safety	10/20/18
121-H	Communication from Councillor Bevilacqua requesting to introduce discussion re: Haverhill Youth Soccer with David Lefcourt, Pres. & Edward Felker, Chair Field Committee	NRPP	12/4/18