



CITY OF HAVERHILL
CITY COUNCIL AGENDA – **AMENDED**
REVISION OF AGENDA ORIGINALLY POSTED ON
JUNE 26, 2026 AT 2:10 PM

JUN 30 AM 9:13
HAVERHILL CITY CLERK

Tuesday, June 30, 2026, at 7:00 PM

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

In-Person/Remote Meeting: <https://meet.google.com/jeq-uait-izo>

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

1. OPENING PRAYER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES OF PRIOR MEETING
4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING:
5. COMMUNICATIONS FROM THE MAYOR:

5.0 Mayor Barrett submits an order for emergency declaration and capital fund transfer

5.0.1. Order – Declaration of Emergency regarding the unexpected and extremely heavy rainstorm on June 26, 2026 that overloaded and ruptured the 42” sewer force main located in the area of South Kimball St near Peabody St (Sewer Break), presenting an imminent risk to public health, and votes to transfer from Sewer Retained Earnings \$2,500,000.00 to a new capital fund account (Sewer Pipe Emergency Capital Repair 06262026) for purpose of remediating, repairing, and constructing a repair to the Sewer Break including all necessary design, construction and related costs associated with the same

- 5.1. Mayor Barrett and Chief Wayne Tracy requests to present a commendation to Sgt. Glenn Fogarty, Det. Dana Burrill, Jr., Det. Timothy Campbell, Det. Joshua Boisvert, and Det. David Steed for their outstanding performance, professionalism, and unwavering commitment to public safety within the City of Haverhill
- 5.2. Mayor Barrett wishes to recognize the Haverhill Police Department's Narcotics Unit and Gang Unit for their outstanding efforts during a recent operation to combat illegal narcotics distribution and violent criminal activity and to present each member with a citation
- 5.3. Mayor Barrett wishes to recognize the first responders who played a vital role in the successful search and rescue of a missing individual on May 22-23, 2026 and present each first responder with a citation



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5.4. Mayor Barrett requests the City Council's support in advocating for the passage of Senate Bill 3077, *An Act to Enhance the Safe Use of Micromobility Devices*

5.5. Mayor Barrett submits an order to amend the City Clerk fee schedule

5.5.1. Order – Amend City Clerk Fee Schedule to increase fees for furnishing a street listing book in office and by mail and for processing petitions and issuing utility permits

Related communication from Kaitlin M. Wright Esposito, City Clerk

5.6. Mayor Barrett submits an order to adopt G.L. c.60, §3F to establish a Municipal Veterans Assistance Fund

5.6.1. Order – adopt G.L. c.60, §3F

5.7. Mayor Barrett submits an order to appropriate funds for waterway maintenance and improvement

5.7.1. Order – authorize the appropriation of \$5,400.00 dollars for the purpose of funding crane services, which shall be utilized to place and remove docks from the City's waterways

5.8. Mayor Barrett submits an order relating to the approval of school building lease

5.8.1. Order – authorize the Mayor to enter into a lease agreement between the City of Haverhill and the Roman Catholic Archbishop of Boston for property located at 415 Primrose St and further to approve the lease for an initial five-year term beginning July 1, 2026 with an option to extend the term for one additional five-year term

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

7. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28:

8. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:

8.1. Chris Loughnane, *City Assessor*, submits monthly abatement report for the month of May 2026

8.2. Angel A. Perkins, *City Auditor and Chief Financial Officer*, submits the revenue and expense reports for the month of May 2026



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8.3. **EROM-26-14-** Lisa DeMeo, *City Engineer*, requests approval to open the roadway to repair a grade 2 gas leak, which requires National Grid to excavate in the right of way

8.3.1. Order- approve request to excavate at 179 Monument Street

8.4. **EROM-26-15-** Lisa DeMeo, *City Engineer*, requests approval to open the roadway to allow for installation of a fire suppression water service, at 170-172 Winter Street, which is necessary to support the operational needs of the property

8.4.1. Order- approve request to excavate within the Locust St right of way

9. UTILITY PUBLIC HEARING(S) AND RELATED ORDER(S):

10. PUBLIC HEARINGS AND RELATED ORDERS:

10.1. **Doc 21-E - SPM-26-1** – Attorney Michael Migliori for client, *Beck Residential LLC*, requests a major modification to Special Permit CCSP-21-7 to change the current use of approximately 6,500 square foot retail space to include retail, office, and restaurant space at 39 Railroad Ave

10.2. **Doc 21-D - CCSP-26-3** - Attorney Jonathan Stark-Sachs for client Maryam Salehi-Ala-Yamin requests approval to operate “Mariam’s Cottage” a family run bed and breakfast at 421 East Broadway allowed with a special permit in the RR (Rural Residential) zoning district and seeks to host small-scale weddings and similar outdoor events of up to 50 guests packaged with overnight stays

Continued from June 2, 2026

11. APPOINTMENTS:

11.1. **Confirming Appointments:**

11.1.1. *Board of Appeals (reappointment)*, George Moriarty – 11 Sheridan St, expires June 30, 2031

11.2. **Non-Confirming Appointments:**

11.2.1. *Conservation Commission*, Amy Nelson – 47 Greenleaf St, expires December 31, 2026

11.3. **Constables**

11.4. **Resignations**

11.4.1. *Conservation Commission*, Fred Clark, effective June 26, 2026

11.4.2. *Central Business District Parking Commission*, Matt Gaiero, effective June 4, 2026

12. PETITIONS:

12.1. Petition from National Grid and Verizon, requesting a joint pole location for Lowell Ave WR # 31284889

Hearing for July 28, 2026



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12.2. Petition from National Grid, requesting the installation of underground facilities for Lowell Ave WR# 31284889

Hearing for July 28, 2026

12.3. **PDD-26-1**; Attorney Russell Channen for client *Pentucket North Development, LLC* requests to amend Chapter 255 Zoning Ordinance and Zoning Map by creating a Special Permit Planned Development District in accordance with Section 8.5 of the Zoning Ordinance. Applicant, Pentucket North Development, LLC is requesting a special permit of a planned residential development on a portion of land owned by Cedardale, Inc, located off of Boston Road known as 931 Boston Road (Map 754 Block 2 Lot 21) to construct six duplex units and two single family units. The property is currently zoned Commercial Highway (CH)

Refer to Planning Board & Council hearing for August 25, 2026

12.4. **CCSP-26-6**; Attorney Caitlyn Masys for client *Essex County Habitat for Humanity* requests a special permit to renovate existing property at 512 Washington St and divide it into three affordable housing units. Applicant seeks to tear down the existing dilapidated garage on the property and proposes to build a duplex on either side of the existing house, adding an additional four affordable housing units to the property. Once complete, the property will have seven residential units that will be converted to condominiums. There will be a provision within the condominium documents, as well as restrictions in each of the deeds, stating that every unit shall perpetually be defined as affordable housing. Each unit will then be sold to qualified low-income home buyers.

Hearing for August 11, 2026

12.5. **Applications Handicap Parking Sign:** *with Police approval*

12.6. **Amusement/Event Application:** *with Police approval*

12.6.1. **EVNT-26-4-** Lynette McRae and Melissa Cerasuolo for *L'Arche Boston North* requests to hold their annual "The Longest Table event" on August 20th from 8 AM to 10 PM at Northern Essex Community College quad at 100 Elliot St

12.6.2. **EVNT-26-19-** Joseph LeBlanc for *Team Haverhill* requests to hold their annual *River Ruckus* event on Saturday September 12th from 9 AM to 9 PM at the Riverfront parking lot on Washington St. They request the closing of Washington St alcove for Community Corner, 12 to 3 PM and the closing of Washington St for a car show, 12 to 3 PM and the closing of Columbus Park for Kids Zone. There will be fireworks at the close of the festival. They also request that police and fire detail costs be waived.



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12.7. **Auctioneer License:**

12.8. **Tag Days:** *with Police approval*

12.8.1. **TAGD-26-10:** Haverhill Elite Cheer, July 24, 25, and 26, 2026

12.9. **One Day Liquor License –with HPD approval**

12.10. **ANNUAL LICENSE RENEWALS:**

12.10.1. **Hawker Peddlers License- Fixed location** – *w/Police approval*

12.10.2. **Coin-Op License Renewals** – *with Police approval*

12.10.3. **Christmas Tree Vendor** – *with Police approval*

12.10.4. **Taxi Driver Licenses:** *with Police approval*

12.10.4.1. **TDL-26-1;** Daniel Merchant, 103 Freemont St

12.10.4.2. **TDL-26-2;** David McLaughlin, 15 Grandview Rd

12.10.4.3. **TDL-26-3;** Wisvel Joseph, 43 Greenough St

12.10.4.4. **TDL-26-4;** Rachael Trongeau, 52 Newcomb St

12.10.4.5. **TDL-26-5;** Steven Pefine, 52 Washington St #4B

12.10.4.6. **TDL-26-6;** Jayshawn Gomez, 115 Lowell Ave

12.10.4.7. **TDL-26-7;** Windy Smith, 115 Lowell Ave

12.10.4.8. **TDL-26-8;** Eric Sayers, 762B Washington St

12.10.4.9. **TDL-26-9;** Richard Ploof, 6 Timothy St Danville, NH 03819

12.10.4.10. **TDL-26-10;** Peter Loring, 65 Moore St

12.10.5. **Taxi/Limousine License** *with Police approval*

12.10.5.1. **TLLB-26-1;** Adelson Augustin for *Legrand Services, LLC*,
30 Arch St, 1 vehicle

12.10.6. **Junk Dealer /Collector License** - *with Police approval*

12.10.6.1. **JUNK-26-2-** James Smith, *TJS Metal Recycling (Renewal);*
39 Hale St

12.10.7. **Pool/Billiard**

12.10.8. **Bowling**

12.10.9. **Sunday Bowling**

12.10.10. **Buy & Sell Secondhand Articles** *with Police approval*

12.10.11. **Buy & Sell Secondhand Clothing** *with Police approval*

12.10.12. **Pawnbroker license** - *with police approval*

12.10.13. **Fortune Teller** *with - Police approval*

12.10.14. **Buy & Sell Old Gold** – *with Police approval*



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- 12.10.15. Roller Skating Rink
- 12.10.16. Sunday Skating
- 12.10.17. Exterior Vending Machines/Redbox Automated Retail, LLC
- 12.10.18. Limousine/Livery License/Chair Cars *with Police approval*

13. MOTIONS AND ORDERS:

13.1. Robert E. Ward, *DPW Director*, requests transfer of FY26 Wastewater Enterprise Funds to various Capital Fund accounts

13.1.1. Order – that the sum of six hundred sixty-two thousand two hundred nineteen dollars (\$662,219) be transferred from the listed accounts in the *Wastewater Fund* to the list *Wastewater Capital Funds*

Transfer From	Line Item	Amount
Wastewater Capital Outlay	6010040.1.0444.5831	\$400,000.00
Wastewater Infrastructure Expense	6010040.1.0444.5840	\$113,285.00
Computer Hardware/Software	6010040.1.0444.5870	\$48,934.00
Storm Water – Capital	6010040.1.0443.5870	\$100,000.00
Transfer To	Line Item	Amount
Wastewater Capital Outlay	3220014.1.0000.5001	\$448,934.00
Sewer Rehab & Repair	3211015.1.0000.5001	\$113,285.00
Stormwater System Improvements	3220423.1.0000.5001	\$100,000.00

13.2. Order- That \$60,745 will be transferred from Refuse contract disposal 101.1.0430.5303 to Highway capital 101.0422.5832 to replace the failing fuel system

13.3. Order – That \$63,000 will be transferred to Outdoor Lighting Expense (Department 424) and \$22,000 will be transferred to Vehicle Maintenance Expense (Department 425) to fund remaining fiscal 2026 operating costs. Funding will be transferred from Refuse Expense (Department 430) in the amount of \$85,000

14. ORDINANCES (FILE 10 DAYS):

15. COMMUNICATIONS FROM COUNCILORS:



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- 15.1. Councilors Lewandowski, Toohey, and Vice President Michitson wish to discuss public safety, e-bikes and Governor Healey's Ride Safe Act
- 15.2. Vice President Michitson wishes to announce the Planning and Development Committee meeting on Tuesday, July 7, 2026 at 6 PM in Room 202, City Council Chambers
- 15.3. Vice President Michitson wishes to provide key take-aways from the Haverhill AI Summit held on June 18th

16. UNFINISHED BUSINESS OF PRECEDING MEETING:

- 16.1. **Doc 17-H-** Ordinance re: Vehicles and traffic: Amend Ch 240, be further amended by **ADDING** the following to § 240-85 schedule B: Parking Restriction and prohibition:

<u>LOCATION</u>	<u>REGULATION</u>	<u>HOURS/ DAYS</u>
South Elm St In front of # 146	No Parking (except for 1-24 hours handicap parking space)	24 hours

Filed June 17, 2026

17. RESOLUTIONS AND PROCLAMATIONS:

18. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS:

19. DOCUMENTS REFERRED TO COMMITTEE STUDY:

20. LONG TERM MATTERS STUDY LIST:

21. ADJOURN:

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
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June 26, 2026

To: City Council President Timothy J. Jordan and Members of the
Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Order for Emergency Declaration and Capital Fund Transfer

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Order to declare that the breaks in the 42" force main on June 26, 2026 in the area of South Kimball St. near Peabody St. requires immediate action and transfer of \$2,500,000.00 from sewer retained earnings to a new capital fund account to protect the public health and effectuate repairs.

I recommend approval.

Very truly yours,

Melinda E. Barrett
Mayor

Document



CITY OF HAVERHILL

In Municipal Council

JUN 29 PM3:56
HAVCITYCLERK

ORDERED:

HAVERHILL CITY COUNCIL

At a meeting of the City Council of the City of Haverhill, held on the 30thth day of June, 2026, it was voted as follows:

WHEREAS, an unexpected and extremely heavy rainstorm fell upon the City on June 26, 2026 and overloaded and ruptured the 42" sewer force main located in the area of South Kimball Street near Peabody Street (Sewer Break);

WHEREAS, the sewer main remains ruptured and raw sewage is discharging directly into the Merrimack River causing a public health risk; and

WHEREAS, the Sewer Department does not have sufficient funds appropriated within its budget to cover the costs of the needed immediate repair to this infrastructure; and

WHEREAS, without funds being appropriated in a timely manner this unexpected and emergency work cannot occur and the threat to public health will continue.

NOW, THEREFORE, the Council votes to declare that the Sewer Break presents an imminent risk to public health requiring emergency action to remedy the unsafe condition and determines that immediate action is required to repair the Sewer Break to protect the public health.

Based on the City Council's declaration of an emergency, the Council, duly elected, qualified, and acting as such, on behalf of the City votes to transfer from Sewer Retained Earnings \$2,500,000.00 to a new capital fund account (Sewer Pipe Emergency Capital Repair 06262026) for the purpose of remediating, repairing and constructing a repair to the Sewer Break at South Kimball Street near Peabody Street including all necessary design, construction and related costs associated with same.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

5.1

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
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June 26, 2026

JUN 26 PM 1:11
HAVCITYCLERK

To: City Council President Timothy J. Jordan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Commendation to Officers in the Narcotics Unit and Gang Unit

Dear Mr. President and Members of the City Council:

Chief Wayne Tracy will present a commendation to Sgt. Glenn Fogarty, Det. Dana Burrill, Jr., Det. Timothy Campbell, Det. Joshua Boisvert and Det. David Steed for their outstanding performance, professionalism and unwavering commitment to public safety within the City of Haverhill.

Very truly yours,

Melinda E. Barrett
Mayor

OFFICIAL COMMENDATION

To: Sergeant Glenn Fogarty; Detective Dana Burrill, Jr.; Detective Timothy Campbell;
Detective Joshua Boisvert; Detective David Steed

It is with great respect and appreciation that I formally commend the dedicated members of the Narcotics Unit and Gang Unit for their outstanding performance, professionalism, and unwavering commitment to public safety within the City of Haverhill.

Over the course of their recent operations, these detectives have demonstrated exemplary investigative skill and determination in combating illegal narcotics distribution and violent criminal activity. Through the successful execution of multiple controlled purchases of illicit substances, including fentanyl and cocaine, officers were able to identify and dismantle significant sources of drug trafficking within our community.

Their coordinated efforts in conducting surveillance, developing intelligence, and obtaining judicially authorized search warrants have directly resulted in the seizure of dangerous narcotics and illegal firearms. Notably, officers recovered multiple weapons, including a sawed-off shotgun, a machine gun, and large-capacity feeding devices that posed a serious threat to public safety.

In addition, the unit's proactive monitoring and enforcement of narcotics violations within the City of Haverhill have led to numerous arrests and criminal charges, including but not limited to:


- Conspiracy to violate drug laws
- Possession and trafficking of narcotics
- Possession of large-capacity firearms and feeding devices
- Carrying a firearm without a license
- Obstructing a police investigation
- Unlicensed possession of ammunition
- Fugitive from justice apprehensions

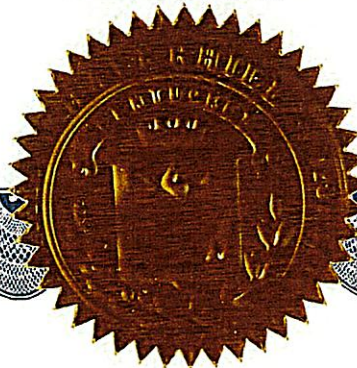
These accomplishments reflect not only the officers' technical expertise but also their courage, integrity, and dedication to protecting the residents of Haverhill from the dangers associated with drug trafficking and illegal firearms.

The success of these investigations has significantly contributed to reducing criminal activity and enhancing the overall safety and quality of life in our community. The professionalism displayed by the Narcotics and Gang Unit serves as a model for law enforcement agencies everywhere.

Please accept this commendation as recognition of your outstanding service and commitment to excellence. Your hard work and sacrifice do not go unnoticed and are deeply appreciated.

Sincerely,


Wayne J. Fraey
Chief of Police





5.2

MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

HAVERHILL CITY CLERK JUN 26 10:38

CITY HALL, ROOM 100
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June 26, 2026

To: City Council President Timothy J. Jordan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: Recognition of Haverhill Police Department Narcotics & Gang Unit

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

I, Mayor Barrett, wish to recognize the Haverhill Police Department's Narcotics Unit and Gang Unit for their outstanding efforts during a recent operation to combat illegal narcotics distribution and violent criminal activity and to present each member with a citation.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



5.3

MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
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HAU CITY CLERK JUN26 26 10:38

June 26, 2026

To: City Council President Timothy J. Jordan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: Recognition of First Responders

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

I, Mayor Barrett, wish to recognize the first responders who played a vital role in the successful search and rescue of a missing individual on May 22-23, 2026 and present each first responder with a citation.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

5.4

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JUN 26 9 40 36
FACSIMILE

June 26, 2026

To: City Council President Timothy J. Jordan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Mayor on Bill S.3077, *An Act to enhance the safe use of micromobility devices*, otherwise known as the "Ride Safe Act"

Dear Mr. President and Members of the City Council:

I share your concern about protecting people who use micromobility devices, which have become a common sight on streets and paths across Haverhill and our Commonwealth. We are seeing more accidents in our community, and we have an obligation to keep our roads safe for everyone and prevent tragedies. We have been actively working on an ordinance to regulate emerging transportation technologies in our City, which mirrors Bill S.3077, *An Act to enhance the safe use of micromobility devices*, otherwise known as the Governor's "Ride Safe Act". I plan to present it to council very soon. While our City Solicitor finalizes language, we must act.

I urge you to advocate alongside me for the passage at the state level of the Governor's Ride Safe Act. The bill was filed on May 4, 2026. It builds on recommendations from a statewide commission created under Governor Healey's Mass Leads Act, signed into law in 2024, and responds directly to growing safety concerns on Massachusetts roads, sidewalks and bike lanes. This bill centers safety of vulnerable users while also supporting the use of micromobility as an affordable, convenient transportation option.

Please join me in advocating for the passage of this bill.

Very truly yours,

Melinda E. Barret
Mayor

SENATE No. 3077



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE · BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

May 4, 2026

To the Honorable Senate and House of Representatives,

I am pleased to submit for your consideration An Act to enhance the safe use of micromobility devices (the Ride Safe Act).

On November 20, 2024, I signed into law Chapter 238 of the Acts of 2024, also known as the Mass Leads Act. Section 306 of this law established a special commission to study and recommend ways to regulate micromobility vehicles, including mopeds, electric scooters and e-bikes. The Commission represented legislators and mix of state agencies, advocacy groups, municipalities, business groups and law enforcement. On January 31, 2026, the Commission published and submitted to the Legislature a report detailing a list of recommendations to support and ensure the safe use of micromobility vehicles. The legislation I am filing today builds on the Commission’s approach of centering safety of vulnerable users while also supporting the use of micromobility as an affordable, convenient transportation option.

Micromobility is already part of daily life in Massachusetts for many residents. This legislation provides clear rules to make roads and sidewalks safer, while also reducing traffic, expanding affordable transportation choices, and protecting pedestrians. For example, the bill establishes minimum age requirements for operating certain e-bikes and scooters, requires helmets for specific device categories, and introduces stronger requirements for higher-speed vehicles such as mopeds, including insurance standards. It also sets clear equipment requirements like lights, reflectors, and braking systems to improve visibility and reduce crashes. Together, these updates clarify where devices can operate, such as bike lanes, roadways and sidewalks, while limiting higher speed devices in areas where they pose safety risks.

This legislation will clarify and update current law to unlock new forms of affordable mobility for residents in a safe manner and establish a working group chaired by a designee from the Registry of Motor Vehicles to update crash reporting and explore additional micromobility matters, such as light weight registration options for micromobility devices.

This legislation positions Massachusetts as a national leader by moving beyond device-by-device rules and towards a unified, speed-based framework for all micromobility. It's a smarter, more consistent way to regulate devices based on how fast they go, not just what they're called.

I urge your favorable consideration of this legislation.

Respectfully submitted,

Maura T. Healey,
Governor

SENATE No. 3077

Senate, May 4, 2026 - Message from Her Excellency the Governor recommending legislation to enhance the safe use of micromobility devices.

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Fourth General Court
(2025-2026)**

An Act to enhance the safe use of micromobility devices.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Section 1 of the chapter 90 of the General Laws, as appearing in the 2024
2 Official Edition, is hereby amended by inserting after the definition of “Class 2 e-bikes” the
3 following definition:-

4 “Class 3 e-bikes”, an electric bicycle or tricycle equipped with a motor that provides
5 assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle
6 reaches or exceeds the speed of 28 miles per hour.

7 SECTION 2. Said section 1 of said chapter 90, as so appearing, is hereby further
8 amended by inserting after the definition of “cross-over mirror” the following definition:-

9 “Cycle”, a powered or unpowered device with functional human powered pedals or a
10 device without human powered pedals on which a rider is seated during operation, including
11 bicycles as defined in section 1 of chapter 90E.

12 SECTION 3. Said section 1 of said chapter 90, as so appearing, is hereby further
13 amended by inserting, in line 104, after the word "bicycle", the second time it appears, the
14 following words:- , or a class 3 electric bicycle; provided, that the definition of "electric bicycle"
15 shall not include a motorized bicycle.

16 SECTION 4. Said section 1 is hereby further amended by inserting after the definition of
17 "Massachusetts License" the following definition:-

18 "Micromobility device", a small, lightweight transportation device intended for personal
19 use as an alternative to motor vehicles for travel in public access areas including ways, bikeways
20 or sidewalks, and as may be further defined by regulations promulgated by the registrar;
21 provided a "micromobility device" shall not include a motor vehicle, motorcycle, motorized
22 bicycles or mopeds, low speed vehicle, or limited use/low speed motorcycle.

23 SECTION 5. Said section 1 of said section 90, as so appearing, is hereby further
24 amended by inserting after the definition of "mobile telephone" the following definition:-

25 "Mobility aid device", a device used by a pedestrian with a mobility disability to assist
26 with indoor and outdoor locomotion including electric personal assistive mobility device
27 referenced in the definition of vulnerable user definition, group wheelchairs, mobility carts and
28 other such devices.

29 SECTION 6. Said section 1 of said chapter 90, as so appearing, is hereby further
30 amended by striking out the definition of "Motorized bicycle" and inserting in place thereof the
31 following definition:-

32 “Motorized bicycle” or “Moped”, a pedal bicycle which has a helper motor, or a non-
33 pedal bicycle which has a motor, with either a cylinder capacity not exceeding 50 cubic
34 centimeters or the hybrid or electric powered equivalent, an automatic transmission, and which is
35 capable of a maximum speed of no more than 30 miles per hour; provided, that the definition of
36 “motorized bicycle” shall not include an electric bicycle.

37 SECTION 7. Said section 1 of said chapter 90, as so appearing, is hereby further
38 amended by striking out the definition of “Motorized scooter”.

39 SECTION 8. Said section 1 of said chapter 90, as so appearing, is hereby further
40 amended by inserting after the definition of “Police officer” the following definition:-

41 “Powered micromobility device”, A micromobility device that has an onboard motor
42 capable of delivering tractive power to the device either as power-assist to human powered
43 propulsion or as sole propulsion or throttle. Powered micromobility devices shall (i) include
44 electronic scooters, skateboards, hoverboards, unicycles etc. and (ii) exclude mobility aid
45 devices.

46 SECTION 9. Said section 1 is hereby further amended by inserting after the definition of
47 “School pupil” the following 2 definitions:-

48 “Scooter”, a powered or unpowered device without pedals where the rider can sit and/or
49 stand on a footboard for typical operation.

50 “Solely Human Powered or Unpowered micromobility device”, a micromobility device
51 propelled exclusively by human muscular effort and has no onboard motor capable of delivering
52 tractive power to the device; provided further that “Solely Human powered micromobility

53 devices shall: (i) include, but not be limited to, non-electric bicycles, unpowered scooters,
54 skateboards, longboards, unicycles, roller skates, inline skates and other such unpowered
55 micromobility devices and (ii) not include mobility aid devices.

56 SECTION 10. Section 1B of said chapter 90, as so appearing, is hereby amended by
57 striking out, in line 1, the word “A” and inserting in place thereof the following words:- A
58 motorized bicycle shall not be operated upon any way, as defined in section one within the
59 commonwealth without obtaining an annual registration and sticker or plate bearing a distinctive
60 number, by application as prescribed by the registrar.

61 SECTION 11. The first paragraph of said section 1B of said chapter 90, as so appearing,
62 is hereby further amended by striking out the last sentence and inserting in place thereof the
63 following sentence:- Motorized bicycles shall be excluded from operating on bike lanes and off-
64 street recreational bicycle paths.

65 SECTION 12. Said section 1B of said chapter 90, as so appearing, is hereby further
66 amended by adding the following paragraph:-

67 No motorized bicycle shall be registered under this section unless the application therefor
68 is accompanied by a certificate as defined in section 34A or unless the registrar is otherwise
69 satisfied that the provision of compulsory liability insurance has been met for such applicant and
70 motorized bicycle.

71 SECTION 13. Section 1C of said chapter 90, as so appearing, is hereby amended by
72 striking out, in line 1, the words “and motorized scooters”.

73 SECTION 14. Said chapter 90, as so appearing, is hereby amended by striking out
74 section 1E.

75 SECTION 15. Said chapter 90, as so appearing, is hereby further amended by inserting
76 after section 2 the following section:-

77 Section 2 ½. Notwithstanding any special or general law to the contrary, the registrar of
78 motor vehicles may issue number or registration plates of such size and design as determined in
79 their discretion for motor vehicles or micromobility devices not otherwise defined under section
80 1; provided that such motor vehicle is not eligible to be registered under chapter 90B. The
81 registrar may promulgate regulations defining each type of motor vehicle as well as requirements
82 and any restrictions for registration and operation, equipment, inspections and insurance for such
83 vehicles.

84 SECTION 16. Section 8B of said chapter 90, as so appearing, is hereby amended by
85 striking out, in line 20, the words “or motorized scooter.”

86 SECTION 17. Said chapter 90, as so appearing, is hereby further amended by inserting
87 after section 63 the following section:-

88 Section 64. (a) For purposes of this section, the following terms shall have the following
89 meanings, unless the context clearly requires otherwise:-

90 “Maximum designed speed tier classification system”, the system by which
91 micromobility devices are categorized by the maximum speed, measured in miles per hour, the
92 manufacturer designed the device to attain on a flat surface in normal conditions by an average
93 rider.

94 “Speed Tier 0”, all unpowered micromobility devices and powered micromobility
95 devices with a maximum manufacturer assisted or designed speed, whichever is higher, of 20
96 miles per hour, including unpowered micromobility devices, class 1 and class 2 e-bikes and
97 mobility aid devices.

98 “Speed Tier 1”, powered micromobility devices with a maximum manufacturer assisted
99 or designed speed, whichever is higher, between 21 miles per hour and 30 miles per hour,
100 including, but not limited to, class 3 e-bikes.

101 “Speed Tier 2”, powered micromobility devices with a maximum manufacturer assisted
102 or designed speed, whichever is higher, between 31 miles per hour and 40 miles per hour,
103 provided that speed tier 2 shall not include, but not be limited to, low speed vehicles, limited use
104 motorcycles or low speed motorcycles.

105 “Speed Tier 3”, powered micromobility devices with a maximum manufacturer assisted
106 or designed speed, whichever is higher, greater than 40 miles per hour.

107 (b) Except as otherwise provided by state or federal law or regulations of the registrar,
108 powered micromobility devices sold, leased, rented or operated in the commonwealth shall have
109 a minimum battery rating of UL 2271 or equivalent standard.

110 (c) Except as otherwise provided by state or federal law or regulations of the registrar,
111 powered micromobility devices sold, leased, rented or operated in the commonwealth, except e-
112 bikes, shall have a minimum electrical system level rating of UL 2272 or equivalent standard.
113 Electric bicycles sold, leased, rented or operated in the commonwealth shall have a minimum
114 electrical system level rating of UL 2849 or equivalent standard.

115 (d) (1) (A) Except as otherwise required by state or federal law or regulations of the
116 registrar, speed tier 0 and speed tier 1 micromobility devices sold, leased, rented or operated in
117 the commonwealth shall be equipped with lights, brakes and an audible warning that satisfy the
118 requirements of Section 11B of Chapter 85 and federal requirements for bicycle reflectors and
119 brakes established in 16 C.F.R. Part 1512.

120 (B) Except as otherwise required by state or federal law or regulations of the registrar,
121 speed tier 2 and speed tier 3 micromobility devices sold, leased, rented or operated in the
122 commonwealth shall be equipped with lights, brakes and a horn that satisfy the requirements for
123 motor vehicles established in 49 C.F.R. 571.

124 (2) (A) Except as otherwise provided by state or federal law or regulations of the
125 registrar, any person 16 years of age or younger operating a speed tier 0 micromobility device,
126 except for a mobility aid device, or being carried as a passenger on such micromobility device on
127 a public way, bicycle path or on any other public right-of-way shall wear a helmet. Said helmet
128 shall fit the person's head, shall be secured to the person's head by straps while the micromobility
129 device is being operated, and shall meet the standards for helmets established by the United
130 States Consumer Product Safety Commission pursuant to 16 C.F.R. 1203. These requirements
131 shall not apply to a passenger if the passenger is in an enclosed trailer or other device which
132 adequately holds the passenger in place and protects the passenger's head from impact in a crash.

133 (B) Except as otherwise provided by state or federal law or regulations of the registrar, a
134 person operating a speed tier 1, 2 or 3 micromobility device or riding as a passenger on a
135 micromobility device, shall wear protective headgear conforming with such minimum standards
136 of construction and performance as the registrar may prescribe, and no person operating such a

137 micromobility device shall permit any other person to ride as a passenger on such micromobility
138 device unless such passenger is wearing such protective headgear.

139 (3) Except as otherwise required by state or federal law or regulations of the registrar, it
140 shall be unlawful for any person younger than 16 years of age to purchase, rent, lease or operate
141 any micromobility device designated as a speed tier 1, speed tier 2, or speed tier 3 micromobility
142 device; provided, however this restriction shall not apply to mobility aid devices.

143 (4) It shall be unlawful to operate a micromobility device with more passengers than the
144 device was designed to accommodate by the manufacturer, except as may be allowed by
145 regulation.

146 (5) (A) Except as otherwise provided by state or federal law or regulations of the
147 registrar, speed tier 0 micromobility devices and the operator of a speed tier 0 micromobility
148 device shall be afforded all of the rights and privileges, and shall be subject to all of the duties, of
149 the operator of a bicycle or duties related to a bicycle set forth in sections 11B and 11B½ of
150 chapter 85, or any other general or special law, regulation or local ordinance.

151 (B) Except as otherwise provided by state or federal law or regulations of the registrar,
152 speed tier 1 micromobility devices and the operator of such speed tier 1 micromobility device
153 shall be afforded all of the rights and privileges, and shall be subject to all of the duties, of the
154 operator of an electric bicycle or duties related to an electric bicycle set forth in section 11B¾ of
155 chapter 85, or any other general or special law, regulation or local ordinance.

156 (C) Except as otherwise provided by state or federal law or regulations of the registrar, it
157 shall be unlawful for any speed tier 2 or speed tier 3 micromobility devices to travel on

158 sidewalks, in bike lanes, bike paths, bike routes, separated micromobility lanes, or shared use
159 paths.

160 (e) It shall be unlawful to make any aftermarket modifications to a micromobility device
161 to increase either (i) the manufacturer designed speed or propulsion power of a micromobility
162 device or (ii) the manufacturer designed passenger capacity of a micromobility device, except as
163 may be allowed by regulation.

164 (f) No micromobility device shall be sold, rented, leased or operated in the
165 commonwealth if it does not satisfy the requirements of this section for the device's respective
166 speed tier based on the device's maximum manufacturer assisted or designed speed, whichever is
167 higher.

168 (g) Micromobility devices shall be subject to any speed limits and speed restrictions for
169 motor vehicles established by (i) municipalities or the division of highways of the Massachusetts
170 Department of Transportation pursuant to sections 17 and 18 of chapter 90; (ii) regulations of the
171 division of highways of the Massachusetts Department of Transportation under chapter 90E; or
172 (iii) rules or regulations of the department of conservation. Violation of such speed limits and
173 speed restrictions shall be subject to all civil and criminal fines applicable to the operation of a
174 motor vehicle in violation of such speed limits and restrictions. Micromobility devices shall also
175 be subject to all civil and criminal fines and penalties applicable to the operation of a motor
176 vehicle under sections 24 through 24R, inclusive, section 24V and section 25 of chapter 90,
177 provided that administrative penalties shall not apply, unless provided by regulations of the
178 registrar.

179 (h) The registrar may promulgate regulations establishing registration, licensure,
180 insurance, fines and other requirements for micromobility devices necessary to promote public
181 and roadway safety.

182 SECTION 18. Section 1 of chapter 90E of the General Laws, as appearing in the 2024
183 Official Edition, is hereby amended by striking out the definition of “Bike path” and inserting in
184 place thereof the following definition:-

185 “Bike path”, a route for the exclusive use of bicycles and speed tier 0 or speed tier 1
186 micromobility devices, separated by grade or other physical barrier from motor traffic; provided,
187 however, that motorized bicycles shall not be permitted to use bike paths.

188 SECTION 19. Said section 1 of said chapter 90E, as so appearing, is hereby further
189 amended by striking the definition of “bike lane” and inserting in place thereof the following:-

190 “Bike lane”, a lane on a street restricted to bicycles and speed tier 0 or speed tier 1
191 micromobility devices and so designated by means of painted lines, pavement coloring or other
192 appropriate markings; provided that motorized bicycles shall not be permitted to use bike lanes.

193 SECTION 20. Said section 1 of said chapter 90E, as so appearing, is hereby further
194 amended by striking out the definition of “bike route” and inserting in place thereof the
195 following definition:-

196 “Bike route”, a roadway shared by bicycles, micromobility devices and other forms of
197 transportation designated by the means of signs or pavement markings.

198 SECTION 21. Said section 1 of said chapter 90E, as so appearing, is hereby further
199 amended by striking the definition of “bicycle parking facility” and inserting in place thereof the
200 following:-

201 “Bicycle parking facility”, any facility for the temporary storage of bicycles or
202 micromobility devices which allows the frame and the wheels of the bicycle or micromobility
203 device to be locked so as to minimize the risk of theft and vandalism.

204 SECTION 22. Said section 1 of said chapter 90E, as so appearing, is hereby further
205 amended by inserting after the definition of “commissioner” the following definition:-

206 “Shared use path”, a path intended for transportation or recreational use that is designed
207 for people of all ages and abilities on foot or using motorized or non-motorized micromobility
208 devices and is physically separated from motorized vehicle traffic within a highway right-of-way
209 or an independent right-of-way with few crossflows with motor vehicles.

210 SECTION 23. There shall be a working group consisting of the registrar of motor
211 vehicles or their designee, the administrator of the Massachusetts Department of Transportation
212 highway division or their designee, the secretary of the executive office of public safety and
213 security or their designee, the commissioner of the division of insurance or their designee, the
214 commissioner of the department of conservation and recreation or their designee, the
215 commissioner of the department of public health or their designee, 1 representative of the
216 Massachusetts Municipal Association who shall appointed by the secretary of transportation, 1
217 representative of the micromobility device industry who shall be appointed by the secretary of
218 transportation, 1 representative of a citizen advocacy group appointed by the secretary of
219 transportation and 1 representative of the Massachusetts Chiefs of Police Association appointed

220 by the secretary of the executive office of public safety and security. The working group shall be
221 chaired by the registrar of motor vehicles or their designee.

222 The working group shall develop recommendations for a regulatory scheme and
223 additional legislation for the operation of micromobility devices, as provided in the report of
224 Special Commission on Micromobility and as specified in this section. The working group shall
225 make recommendations for requirements for micromobility registration or identification decal,
226 licensure to operate, clarify the roles of dealers and manufacturers, education, speed restrictions,
227 signage, travel allowances, insurance requirements, fines and penalties and additional operation
228 and safety standards and requirements for micromobility devices.

229 The working group shall develop a standardized form to report crashes and incidents
230 involving a motor vehicle, a vulnerable user or any micromobility device, as defined in section 1
231 of chapter 90 of the General Laws. The standardized form shall be used by any municipal,
232 county or state law enforcement official or emergency medical services provider who responds
233 to a crash or incident involving a motor vehicle and a vulnerable user. The corresponding report
234 for each crash or incident shall be transmitted to the registrar of motor vehicles. The registrar of
235 motor vehicles shall maintain a publicly accessible database of the standardized form reports;
236 provided, however, that no personally identifying information shall be published in the database.

237 The working group shall complete its work and issue a report of its findings and
238 recommendations by December 31, 2027 to be published on its website.

239 SECTION 24. Sections 7, 10, 13, 14 and 16 through 22, inclusive, of this act shall take
240 effect on January 1, 2028.

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

5.5

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

June 26, 2026

To: City Council President Timothy J. Jordan and Members of the
Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Order to Amend Fee Schedule

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Order to amend the fee schedule for
furnishing street listing books both in office and by mail, and for processing
petitions and issuing a Utility permit.

I recommend approval.

Very truly yours,

Melinda E. Barrett
Mayor



CITY OF HAVERHILL,
MASSACHUSETTS
Office of the City Clerk

4 Summer St, Room 118
Haverhill, MA 01830
Phone: 978-374-2312
Fax: 978-973-8490
haverhillma.gov

Kaitlin M. Wright Esposito, CMC
City Clerk

Rose M. Leonard-Flynn
Assistant City Clerk

June 18, 2026

Dear President Jordan and Members of the Haverhill City Council,

I am requesting approval by the City Council of the following three fee increases as part of the City Clerk's Fee Schedule:

- For furnishing street listing book - in office
- For furnishing street listing book – by mail
- For processing petitions and issuing a Utility permit

JUN 18 AM 9:45
HAVERHILL CITY CLERK

At present, we charge \$45 in office for a copy of our annual street listing book and \$50 by mail. The cost of producing our street listing books has increased exponentially and we are losing money by selling them at the present price. Our vendor charges the city \$94.50 per spiral bound book. The order before you would increase the fee to \$100 per copy in office and \$110 per copy by mail, which would compensate for the cost of the printing of the book and would generate a small amount of revenue. It should be noted that an electronic copy of the street listing is available for no charge, but we still receive interest yearly for hard copies of said books.

Additionally, I am requesting an increase of our fee to process petitions and issue Utility permits – which come before you to be voted on in the form of single or joint pole locations. Presently, we charge \$50 per utility, and I request you increase the fee to \$100 per utility. We process roughly 20 or more utility petitions a year. Comparably sized communities such as Malden and Framingham charge \$500 and \$300 per utility respectively. Increasing our fee will generate more revenue and will put us on par with similarly sized communities. These fees are directly accessed to the utility companies, typically National Grid and Verizon.

Thank you for your consideration.

Respectfully,

Kaitlin M. Wright Esposito, CMC
City Clerk



Mead, Talerman & Costa, LLC
Attorneys at Law

30 Green Street
Newburyport, MA 01950

978.463.7700
www.mtclawyers.com

June 17, 2026

Kaitlin Wright, City Clerk
City of Haverhill
4 Summer Street,
Room 204
Haverhill, MA 01830

Re: Order: Amended fee schedule

Dear Ms. Wright:

Reference is made to the above captioned matter. In that connection, your office has requested that we prepare the attached Order for the Council's consideration. The proposed Order amends the existing fee schedule by including the already established utility permit fee and increasing the fee for furnishing street listing books in office and by mail.

Acceptance of the amended fee schedule would increase the utility permit fee from \$50.00 to \$100.00, the street listing book fee in office from \$45.00 to \$100.00, and street listing book fee by mail from \$50.00 to \$110.00.

Attached to this correspondence for the City Council's review is the proposed Order.

Sincerely,

/s/ Lisa L. Mead

Atty. Lisa Mead, City Solicitor

Enclosure(s)

cc: Melinda E. Barrett, Mayor

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

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

JUN 18 AM9:50
HAYCITYCLERK



CITY OF HAVERHILL

June __, 2026

AN ORDER TO AMEND DOCUMENT 60 OF 1981, DOCUMENT 209 OF 1989, DOCUMENT 50 OF 1995, DOCUMENT 55 OF 2003, DOCUMENT 70 OF 2008, DOCUMENT 87 OF 2015, DOCUMENT 17-GG OF 2024, DOCUMENT 26 OF 2025, DOCUMENT 73 OF 2025, DOCUMENT 34-2026

That the fees to be charged by the City Clerk shall be as follows:

1. For furnishing certified vital record in office	\$10.00
2. For furnishing certified vital record by mail	\$15.00
3. For correcting errors in vital record	\$35.00
4. For recording delayed birth record	\$25.00
5. For furnishing genealogical research by request in writing \$10.00 /hour or any portion thereof	
6. For examination of vital record	\$10.00 – min. fee
7. For entering notice of intention of marriage intentions- in person only	\$40.00
8. For furnishing certified voter's record	\$10.00
9. For furnishing certified copy of Business certificate, also known as DBA	\$60.00 – 4 yrs
10. For recording address change to Business certificate	\$20.00
11. For recording withdrawal or discontinuance of Business certificate	\$20.00
12. For issuing and recording license for tag day	\$10.00 per day
13. For issuing and recording license for yard sale	\$5.00 per day
14. For issuing and recording license for flea market	\$75.00
15. For furnishing voting/resident extract	\$10.00
16. For furnishing street listing book- in office	\$100.00
17. For furnishing street listing book- by mail	\$110.00
18. For issuing and recording drainlayer's license	\$100.00
19. For issuing and recording license to fortune tellers or palm readers	\$50.00
20. For issuing and recording license for coin operated machine	\$100.00 each
21. For issuing and recording license for coin operated machine – Sundays	\$20.00 each

22. For issuing and recording dog license – male or female	\$20.00
23. For issuing and recording dog license – spayed or neutered	\$15.00
1. Dog License late fines	
1. Licensed after May 31st	\$10.00 additional to license fee
2. Licensed after June 30th	\$15.00 additional to license fee
3. Licensed after July 31st	\$25.00 additional to license fee
24. For recording certificate of Practice of Podiatry or Optometry	\$20.00
25. For recording certificate of Practice as Physician or Osteopath	\$20.00
26. For recording filing of complete inventory for “Closing Out Sale”	\$10.00 – first page, \$2.00 each additional page
27. For recording Declaration of Trust	\$20.00
28. For recording Assignment Benefit of Creditors	\$10.00
29. For recording Power of Attorney	\$10.00
30. For recording deed or lot in public burial place or cemetery	\$5.00
31. For recording any other document	\$5.00 for 1st, \$1.00 ea. Additional
32. For notarizing document	\$1.00 each signature
33. For issuing and recording Raffles/Bazaars permit, new	\$50.00
34. For issuing and recording Raffles/Bazaars permit, renewal	\$10.00
35. For issuing and recording license to keepers of billiards hall, pool hall or bowling alley	\$60.00 for 1st. \$30.00 ea. Additional
36. For issuing and recording license to keeper of bowling alley for Sunday Bowling	\$20.00 per alley
37. For issuing and recording license to keeper of billiards hall or pool hall for Sunday Pool or Billiards	\$100.00
38. For issuing and recording license to keeper of Roller Skating rink	\$100.00
39. For issuing and recording license to keeper of Roller Skating rink for Sunday Skating	\$10.00
40. For issuing and recording license to keeper of Skateboard facility	\$50.00
41. For issuing and recording license to Junk Dealer	\$200.00
42. For issuing and recording license to Junk Collector	\$100.00
43. For issuing and recording license to Pawnbroker	\$250.00
44. For issuing and recording license to Buy & Sell Old Gold	\$100.00
45. For issuing and recording license to Buy & Sell second hand articles	\$50.00
46. For issuing and recording license to Buy & Sell second hand clothing	\$50.00
47. For issuing and recording license for sale of used office machinery	\$60.00
48. For issuing and recording license for Hawker/peddler – 30 days or less	\$100.00
49. For issuing and recording license for Hawker/peddler – over 30 days	\$300.00
50. For issuing and recording license to sell Christmas trees	\$200.00
51. For issuing and recording license for Taxicab	\$150.00 ea vehicle
52. For issuing and recording license for Livery/Limousine	\$100.00 ea vehicle
53. For issuing and recording license for Ambulance	\$200.00 ea vehicle
54. For issuing and recording license for Chair car	\$150.00 ea vehicle
55. For issuing and recording Auctioneer license	\$50.00 ea auction

56. For issuing and recording license to keeper of a theater	\$125.00 ea screen
57. For furnishing and recording dance license	\$5.00
58. For issuing and recording license to a Circus	\$100.00 per day
59. For furnishing a voting list	\$10.00 per disk
60. For furnishing certified copies of document	\$10.00 per document
61. For furnishing photocopies	\$.20 per page
62. For administering an oath of office for Notary Public, Justice of the Peace, and any other Public Offices	\$20.00
63. For recording a home birth record	\$35.00
64. For issuing a personal kennel license, as defined in Mass. General Laws CH. 140, section 136A	\$150.00
1. Late Fee, after May 31st annually	\$50.00
65. For issuing a commercial breeder kennel license, commercial boarding or training kennel license, and a veterinary kennel license, all as defined in Mas. General Laws Ch. 140, section 136A, except there shall be no fee for kennel licenses issued to a domestic charitable corporation incorporated exclusively for the purpose of protecting animals from cruelty, neglect or abuse or for the relief of suffering	\$200.00
1. Late Fee, after May 31st annually	\$50.00
66. For processing petitions and issuing a Utility permit	\$100.00

In City Council, adopted June __, 2026

Approve: _____
Melinda E. Barrett, Mayor

Attest: _____
Kaitlin M. Wright, City Clerk

Date: _____



CITY OF HAVERHILL

June __, 2026

AN ORDER TO AMEND DOCUMENT 60 OF 1981, DOCUMENT 209 OF 1989, DOCUMENT 50 OF 1995, DOCUMENT 55 OF 2003, DOCUMENT 70 OF 2008, DOCUMENT 87 OF 2015, DOCUMENT 17-GG OF 2024, DOCUMENT 26 OF 2025, DOCUMENT 73 OF 2025, DOCUMENT 34-2026, BE FURTHER AMENDED BY ADDING THE LANGUAGE DENOTED AS EMBOLDENED AND REMOVING LANGUAGE STRICKEN THROUGH:

*Amended by inserting the following **emboldened** language and removing the language ~~stricken through~~:*

That the fees to be charged by the City Clerk shall be as follows:

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14. For issuing and recording license for flea market	\$75.00
15. For furnishing voting/resident extract	\$10.00

16. For furnishing street listing book- in office	\$45.00 <u>\$100.00</u>
17. For furnishing street listing book- by mail	\$50.00 <u>\$110.00</u>
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28. For recording Assignment Benefit of Creditors	\$10.00
29. For recording Power of Attorney	\$10.00
30. For recording deed or lot in public burial place or cemetery	\$5.00
31. For recording any other document	\$5.00 for 1st, \$1.00 ea. Additional
32. For notarizing document	\$1.00 each signature
33. For issuing and recording Raffles/Bazaars permit, new	\$50.00
34. For issuing and recording Raffles/Bazaars permit, renewal	\$10.00
35. For issuing and recording license to keepers of billiards hall, pool hall or bowling alley	\$60.00 for 1st. \$30.00 ea. Additional
36. For issuing and recording license to keeper of bowling alley for Sunday Bowling	\$20.00 per alley
37. For issuing and recording license to keeper of billiards hall or pool hall for Sunday Pool or Billiards	\$100.00
38. For issuing and recording license to keeper of Roller Skating rink	\$100.00
39. For issuing and recording license to keeper of Roller Skating rink for Sunday Skating	\$10.00
40. For issuing and recording license to keeper of Skateboard facility	\$50.00
41. For issuing and recording license to Junk Dealer	\$200.00
42. For issuing and recording license to Junk Collector	\$100.00
43. For issuing and recording license to Pawnbroker	\$250.00
44. For issuing and recording license to Buy & Sell Old Gold	\$100.00
45. For issuing and recording license to Buy & Sell second hand articles	\$50.00
46. For issuing and recording license to Buy & Sell second hand clothing	\$50.00
47. For issuing and recording license for sale of used office machinery	\$60.00
48. For issuing and recording license for Hawker/peddler – 30 days or less	\$100.00
49. For issuing and recording license for Hawker/peddler – over 30 days	\$300.00

50. For issuing and recording license to sell Christmas trees	\$200.00
51. For issuing and recording license for Taxicab	\$150.00 ea vehicle
52. For issuing and recording license for Livery/Limousine	\$100.00 ea vehicle
53. For issuing and recording license for Ambulance	\$200.00 ea vehicle
54. For issuing and recording license for Chair car	\$150.00 ea vehicle
55. For issuing and recording Auctioneer license	\$50.00 ea auction
56. For issuing and recording license to keeper of a theater	\$125.00 ea screen
57. For furnishing and recording dance license	\$5.00
58. For issuing and recording license to a Circus	\$100.00 per day
59. For furnishing a voting list	\$10.00 per disk
60. For furnishing certified copies of document	\$10.00 per document
61. For furnishing photocopies	\$.20 per page
62. For administering an oath of office for Notary Public, Justice of the Peace, and any other Public Offices	\$20.00
63. For recording a home birth record	\$35.00
64. For issuing a personal kennel license, as defined in Mass. General Laws CH. 140, section 136A	\$150.00
1. Late Fee, after May 31st annually	\$50.00
65. For issuing a commercial breeder kennel license, commercial boarding or training kennel license, and a veterinary kennel license, all as defined in Mas. General Laws Ch. 140, section 136A, except there shall be no fee for kennel licenses issued to a domestic charitable corporation incorporated exclusively for the purpose of protecting animals from cruelty, neglect or abuse or for the relief of suffering	\$200.00
1. Late Fee, after May 31st annually	\$50.00
<u>66. For processing petitions and issuing a Utility permit</u>	<u>\$100.00</u>

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

5.6

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

June 12, 2026

To: City Council President Timothy J. Jordan and Members of the
Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Order to Adopt G.L. c.60, §3F – Municipal Veterans Assistance
Fund

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Order to Adopt G.L. c.60, §3F to establish a
Municipal Veterans Assistance Fund

I recommend approval.

Very truly yours,

Melinda E. Barrett
Mayor



Mead, Talerman & Costa, LLC
Attorneys at Law

30 Green Street
Newburyport, MA 01950

978.463.7700

www.mtclawyers.com

June 9, 2026

Timothy J. Jordan
City Council President
Haverhill City Council
4 Summer Street,
Room 204
Haverhill, MA 01830



Re: Acceptance of G.L. c. 60 § 3F and Establishment of Municipal Veterans Assistance Fund

Dear Mr. Jordan:

Reference is made to the above captioned matter. In that connection, the City Veterans Officer has requested that we prepare the attached Order for the City Council's consideration. The Order would accept the provisions of G.L. c. 60 § 3F, authorizing the City to solicit, on property tax or motor vehicle excise tax bills, or on a form mailed with either bill, donations or pledges to establish and support a municipal veterans assistance fund.

The fund must be kept in a special account in the general treasury and shall be used, without further appropriation, to provide support to veterans and their dependents in immediate need of assistance with food, transportation, heat, or oil expenses. The fund may be supervised by either a local veterans services agent (such as the Veterans Services Officer designated under M.G.L. c. 115, §3) or by the Tax Collector.

If G.L. c. 60 § 3F is accepted, the City will need to adopt implementing regulations or policies to establish an application process, standards for acceptable documentation to establish veteran or dependent status, and criteria to determine eligibility and amount of assistance to be granted. Review and approval/rejection of applicants and determinations of eligibility and need are to be made by the City's Veterans' Services Department.

Attached to this correspondence for the City Council's review is the proposed Order.

Sincerely,

Lisa Mead, City Solicitor

Enclosure(s)

Cc: Melinda E. Barrett, Mayor
Kaitlin Wright Esposito, City Clerk

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

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



DOCUMENT
CITY OF HAVERHILL

In Municipal Council

ORDERED:

ADOPTION OF G.L. c. 60 § 3F

That the City Council of the City of Haverhill votes to accept G.L. c. 60 § 3F, allowing the City to solicit on its property tax or motor vehicle excise tax bills, or a form mailed therewith, donations or pledges to establish and support a municipal veterans assistance fund. Any donation or pledge made by a City resident shall be additional to, rather than constitute a portion of the property tax or motor vehicle excise tax bill owed by the resident. Pursuant to G.L. c. 60 § 3F, the fund shall be used to support veterans and their dependents in need of immediate assistance with food, transportation, heat, and oil expenses.

Approved as to form and legality:

City Solicitor

Voted

Attest:

Approved:

Kaitlin M. Wright Esposito, City Clerk

Melinda E. Barrett, Mayor

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

5.7

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

June 26, 2026

To: City Council President Timothy J. Jordan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

Re: Order to Appropriate Funds for Waterway Maintenance and Improvement

Dear Mr. President and Members of the City Council:

I respectfully submit the attached Order to appropriate \$5,400.00 to pay for crane services utilized to place and remove docks.

I recommend approval.

Very truly yours,

Melinda E. Barrett
Mayor



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

Crane Services for Waterway Maintenance and Improvement

That the City Council, pursuant to Massachusetts General Law Chapter 40, Section 5G, authorizes the appropriation of five-thousand four-hundred (\$5,400.00) dollars for the purpose of funding crane services, which shall be utilized to place and remove docks from the City's waterways and considered a waterway maintenance and improvement expense, the sum of which is to be appropriated from the Waterway Improvement and Maintenance Fund, with an account number of 2302227.1.0000.4001; and to authorize the Mayor to take all actions necessary to administer and obtain such services.

Approved as to form:

City Solicitor

HAU CITY CLERK JUN26/26 1037

MELINDA E. BARRETT
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

5.8

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
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WWW.CITYOFHAVERHILL.COM

June 26, 2026

To: City Council President Timothy J. Jordan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: Order- Relating to the Approval of School Building Lease

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


Please see the attached City Council Order to authorize the Mayor to enter into the Lease Agreement between the City of Haverhill and the Roman Catholic Church Archbishop of Boston for property located at 415 Primrose Street and to further approve the lease for an initial five- year term beginning July 2026 subject to the revisions included in the City Solicitor's Memorandum to City Council dated June 25, 2026.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

	<p>Document</p> <p>CITY OF HAVERHILL</p> <p>In Municipal Council</p>	<p>HAU CITY CLERK JUN26/26 10:36</p>
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ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

CITY COUNCIL

AN ORDER RELATING TO THE APPROVAL OF A SCHOOL BUILDING LEASE

BE IT ORDERED by the City Council of the City of Haverhill that the City votes to authorize the Mayor to enter into the Lease Agreement between the City of Haverhill and the Roman Catholic Archbishop of Boston for property located at 415 Primrose Street, Haverhill, MA and further to approve the lease for an initial five-year term beginning July 1, 2026 with an option to extend the term for one additional five-year term, subject to the revisions included in the City Solicitor's Memorandum to Council dated June 25, 2026 to align the Lease Agreement with Massachusetts law and the terms of the Request for Proposals (RFP010.26) for property to be used as a school building.

APPROVED AS TO LEGALITY:

City Solicitor

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

TO: Timothy Jordan, Pres.
City Council

FROM: Lisa Mead and Kayla Venckauskas, City Solicitor

CC: Melinda Barrett, Mayor

DATE: June 25, 2026

Re: *School Lease Agreement*

The City, on behalf of the School Department, currently leases property located at 415 Primrose Street, Haverhill from the Roman Catholic Archbishop of Boston for the operation of the Haverhill Alternative Middle High School (also known as the Gateway Academy). The current lease agreement expires on June 30, 2026.

Earlier this year, the City, in coordination with the School Department and in compliance with Massachusetts procurement law, solicited proposals for the lease of a building for the same purpose. The City received only one proposal—from the Roman Catholic Archbishop of Boston. The proposal was made up of the pricing sheet, signed certifications and a draft lease agreement. The School Committee voted and approved acceptance of this proposal and the draft lease agreement.

Upon review at the request of the Mayor's Office, my office identified provisions in the lease agreement that conflict with the Request for Proposals ("RFP") and/or violate Massachusetts law, including procurement law. As a general principle, a municipality cannot lawfully accept a proposal that includes terms which materially and substantively conflict with the provisions of the RFP as such violates Massachusetts procurement law.

Based on the foregoing, I am recommending that City Council approve the lease agreement subject to the revisions laid out below to bring the lease agreement into compliance with Massachusetts law and subject to the Landlord providing a Disclosure of Beneficial Interest as required by M.G.L. c. 7C, §38.

1. Section 1 must incorporate the Request for Proposals by reference.
2. Section 1.10 must be amended to reflect the maximum allowed by the RFP to \$385,000 for Year 1 with annual increases of no more than two percent (2%) per year for all subsequent lease years.
3. Section 3.2(c) must be amended to remove language that conflicts with the following provision which must be incorporated therein: "The Landlord agrees to indemnify and hold harmless the Tenant, for and against any claims, actions, demands, damages, costs or expenses arising from or related to any use, acts, or omissions by the Landlord of the Premises."
4. Sections 3.2(e) and 11.1(b) must be deleted in their entirety.
5. Section 4.3 must be deleted in its entirety.
6. Section 6 must be amended to replace "Tenant" with "Landlord".
7. Sections 7.1 and 7.2 must be amended to grant the Tenant full access to the Premises at all times during the lease term for uses permitted by the lease agreement and must be further amended to require the Landlord to seek the Tenant's approval and consent

for entry into any portion of the Premises where students may be present or where student records may be located.

8. Section 7.3 must be amended to include the following language: "Tenant shall have the right to terminate the Agreement with thirty (30) days written notice for any breach of the Agreement by the Landlord. Tenant shall have the right to terminate for convenience should it be in the best interest of the Tenant to do so. Such termination shall be effective ninety (90) days from the date the Tenant provides notice unless the parties agree to another date in writing. The Landlord shall be paid for all rental payments due and owing up until the effective date of the termination."
9. Section 11.3(e)(3) must be amended to delete the language beginning with "to indemnify," and ending with "loss or damage," and replace with the following: "the Tenant shall be responsible for the actual and direct costs associated with remediation if such contamination is caused solely by Tenant's overt acts or omissions,"
10. Sections 11.4(f) and 11.15 must be amended to make snow removal a Landlord responsibility.
11. Section 11.14 must be deleted in its entirety.
12. Section 13.2 must be deleted in its entirety and replaced with the following language: "In the event that this Lease is terminated under any of the provisions contained in Section 13.1, Tenant shall pay forthwith to Landlord any rental amounts currently due and owing as well the monthly rental amounts under this Agreement until such time as the Tenant vacates the Premises, at which point the Tenant shall have no further monetary obligation to the Landlord."
13. Section 14.2 must be amended to include the following language: "The Landlord shall not assign or underlet the lease, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Tenant."
14. Section 14.6 must be amended to make this a mutual clause.



CITY OF HAVERHILL

REQUEST FOR PROPOSALS

RFP010.26

SCHOOL BUILDING LEASE

Proposals Due by: 10:00 AM, Friday, April 3, 2026

City of Haverhill
Purchasing Office
City Hall, Room 105
4 Summer Street
Haverhill, MA 01830-5875
Telephone: (978) 420-3606
Purchasing@haverhillma.gov

City of Haverhill / HPS
RFP010.26 – School Building Lease

I. General Information

- A. Pursuant to MGL Chapter 30B, the City of Haverhill, Haverhill Public Schools (HPS) seeks proposals for the lease of a building suitable for a school and/or a collection of academic instructional programs and associated offices. Initially, the building may house the Haverhill Alternative Middle High School (HALT) also known as Gateway Academy. However, the HPS may decide, at its sole discretion, to operate an elementary and/or middle school, or any other academic or related school program or initiative, which it considers appropriate within the parameters of this RFP during part or all of the term of the lease, or any point during the lease term, original or as extended.
- B. Sealed proposals will be received at Purchasing Office, City Hall, Room 105, 4 Summer Street, Haverhill, Massachusetts 01830 no later than 10:00 AM, Friday, April 3, 2026. Proposals received after the deadline will not be considered. The proposal original and three (3) copies must be sealed in an envelope, titled “RFP010.26 - School Lease Proposal.”
- A. A lease award will be made by the HPS within one hundred and twenty (120) days after the opening of the proposals. The time for award may be extended in the sole discretion of the HPS.
- B. If any changes are made to this RFP, an addendum will be issued. Addenda will be emailed to all proposers on record as having requested and received this RFP document form Purchasing@haverhillma.gov. Proposers shall be responsible for ensuring that they are in receipt of all addenda prior to the proposal deadline. The HPS will require acknowledgement of any addenda issued to be included on the proposal form.
- C. Questions concerning this proposal must be submitted in writing by email to: Steven S. Bucuzzo, Purchasing Director at Purchasing@haverhillma.gov before 4:00 PM on Friday, March 20, 2026. This inquiry procedure provides the means by which a Proposer may request information and/or request changes to the requirements of this RFP. Proposers are cautioned that an inquiry should be written in generic terms and must not contain any cost data. Written responses will be emailed to all proposers on record as having requested and received this RFP document form Purchasing@haverhillma.gov. Proposers shall not be entitled to rely on any oral communications or those which are not part of an addenda.
- D. After the proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the HPS or fair competition. Minor informalities may be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing.
- E. The HPS may cancel this RFP, or reject in whole or in part any and all proposals, if the HPS determines that the cancellation or rejection serves the best interests of the HPS.
- F. The Proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer.

II. Current Lease Description

- A. The HPS currently leases the former Saint James School, located at 415 Primrose Street in Haverhill, to house HALT also known as the Gateway Academy. The Lease for this site expires on June 30, 2026.

- B. The current facility consists of 41,000 square feet. There are a total of 19 classrooms, 14 on the second floor and five on the first floor. The building has ancillary uses needed to support a school including kitchen, gymnasium/cafeteria, office, nurse's room, a speech laboratory, and a meeting room.
- C. The current annual lease amount is \$377,265 paid on a monthly basis.

III. Building Requirements:

- A. The structure must provide:
 - 1. Space for a minimum of seventeen classrooms;
 - 2. Administrative office space;
 - 3. Rooms for occupational and speech therapy, counseling, meetings, and community use;
 - 4. An area that may be used as a nurse's office suite;
 - 5. An area that may be used as a cafeteria;
 - 6. An area that may be used as a library and/or resource room;
 - 7. Full handicap accessibility;
 - 8. Adequate (approximately 100 Ft) distance from the road assuring reasonable safety.
- B. The HPS shall determine that the size of each classroom is adequate with respect to the number of students, size and age of students, and students' specific educational needs, physical capabilities, and educational activities.
- C. Premises offered must be available for immediate use. Any build-out/fit-ups that may be necessary to accommodate the needs of the HPS should be minimal, and able to be completed by July 1, 2026. Ideally the HPS would like a space that allows for flexibility in room sizes/layout.
- D. The lessor shall deliver the premises to the HPS at the commencement of the lease term in broom clean condition, removing therefrom all items of lessor not specifically accepted by lessee.
- E. Prior to acceptance of a proposal, the offered structure will be evaluated by the HPS for functionality of building components, e.g., handicap/ADA accessible entry, handicap/ADA accessible restrooms (or the ability to easily and quickly install such), adequate, up-to-date heating and air conditioning capabilities, including temperature control abilities, adequate electrical service and lighting levels for school use, etc.
- F. Ability to accommodate an internet connection for a computer network; the structure must have adequate data, phone and cable outlets installed throughout the premises.
- G. The security level of the premises, the location of other businesses within the proximity of the offered site that are open during daytime, evening and weekend hours, the adequacy of exterior lighting for safety and security purposes.
- H. Availability of suitable parking (i.e., is the parking surface in good condition, safe/secure for patrons to use, is it adjacent or close to the leased premises, providing a minimum of at least 50 spaces).
- I. Overall size of facility needed would be ideally at least 40,000 square feet.
- J. Monthly lease cost shall be GROSS and inclusive of all rental payments due and owing by the City. The City shall not be separately liable for the direct costs of property and liability insurance, water/sewer and other utility charges, ordinary common area maintenance and repair (including landscaping, mowing, rubbish removal, and repair and/or replacement of broken glass, locks), and snow removal. Additionally, the lessor shall remain responsible for extraordinary repairs affecting the structure's operating systems (including plumbing, heating, ventilation and a/c systems, boiler replacement, security systems, electric and lighting systems, elevators, foundation), structural integrity (e.g., roof and ceiling leaks, roof replacement, deteriorating floors, walls or ceilings, sprinklers, fire protection systems), exterior appearance (e.g., painting,

trim, exterior concrete and walkways, roofing, foundation) and longevity, and it agrees to keep all in attractive, sound and functional order.

- K. Prior to the lease term, all wall surfaces shall be in sound and attractive repair and appearance to the satisfaction of the Lessee. Thereafter, any interior repair and repainting of interior wall surfaces shall be at the cost and discretion of the Lessee.
- L. All areas of the leased space which are occupied by staff will be provided with fresh air ventilation. HVAC system must be designed to maintain a winter indoor set point of 72 degrees. Room temperatures in rooms occupied by students shall be maintainable at not less than sixty-eight degrees Fahrenheit at zero Fahrenheit outside. If the building contains air conditioning systems for all or part of its structure, the temperatures of the rooms equipped for air conditioning shall be maintainable at not more than eighty degrees Fahrenheit (measured at two feet from the outside walls and twenty inches above floor level).
- M. Electrical service must be of sufficient capacity to provide adequate power for the building's electrical equipment and power required to operate all Lessee's equipment.
- N. The building must comply with all applicable federal, state and local code requirements.
- O. The building must comply with building codes for life safety. Life safety hazards detected either before or during occupancy shall be corrected at the Lessor's expense.
- P. Emergency lighting must comply with current code standards within leased premises all along paths of egress. All fire protection systems must function, at the beginning of the lease term, in accordance with applicable codes and ordinances. This includes, but is not limited to, overhead sprinklers, fire doors, fire walls, stops, fire escapes, exit route diagrams, exit signs emergency lighting and alarm systems.
- Q. Lessor must confirm that all hazardous substances in or under the proposed building or property, whether presently known or discovered, shall be remedied to the satisfaction of the Lessee prior to its occupancy of the building, or, if later, upon discovery.
- R. Lessee's administrative staff must have access to premises at all times, evenings and weekends, seven days a week. This may be accomplished by using security guards or by means of a master key, electronic card or similar restrictive entry system.
- S. Floors must be carpeted with commercial grade carpet, high-quality 12mm hardwood laminate floors or VCT tile.
- T. Any Computer Network Room will have a self-contained air conditioning unit which will be separately controlled in order to regulate and maintain a desired temperature for the computer equipment and separately controlled from any central air conditioning system.
- U. The proposed space must provide separate restroom facilities (men's and women's) for HPS employees on each floor of classroom space. Also, the proposed space must provide separate restroom facilities (boys and girls) for HPS students on each floor of classroom space. The school shall provide and maintain one toilet and sink for every fourteen students in one or more well-ventilated bathrooms. However, in any event, the number of lavatories and stalls, and the equipment, fixtures, partitions, and furnishings thereof, shall meet all applicable code and regulatory requirements for a school with an enrollment of 400 students, and, at minimum, shall be deemed satisfactory to the HPS in its sole discretion.

IV. Physical Facility and Equipment Requirements

- A. Physical Facility/General Space Requirements.
 - 1. Indoor Space. The school shall have a minimum of thirty-five square feet of activity space per student exclusive of hallways, lockers, toilet rooms, isolation rooms, kitchen, closets, offices, or areas regularly used for other purposes, which shall meet the following requirements:

- a. Floors of rooms used by students shall be smooth and free from cracks, splinters and sharp or protruding objects and other safety hazards, and those in direct contact with the ground shall have flooring impenetrable by water.
 - b. Ceilings and walls shall be free from sharp or protruding objects and other safety hazards.
 - c. All steam and hot water pipes and radiators shall be protected by permanent screen guards, insulations, or any other suitable device which prevents students from coming in contact with them.
2. Outdoor Space. The school shall maintain or have access to an outdoor play area of at least seventy-five square feet per student using it at any one time. The average width of such a play area shall not be less than eight feet and shall conform to the following requirements:
 - a. Some part of the outdoor play area shall be accessible to direct sunlight.
 - b. It shall be free from hazards (e.g. hidden corners, unprotected poles, wells, cesspools, and steps); poisonous plants, (e.g. poison oak or ivy); and dangerous machinery or tools.
- B. Physical Facility/Architectural Barriers.
1. Requirements for Students with Limited Mobility. Students with limited mobility must have access - free from barriers to their mobility - to those areas of the school buildings and grounds to which such access is necessary for the implementation of the Individualized Education Programs (IEPs) for such students. All schools receiving federal funds, such as the HPS, must satisfy the requirements of section 504 of the Rehabilitation Act of 1973.
 2. Building Entrances. The school shall have at least one entrance without steps which is wide enough for a wheel chair.

V. Terms of the Lease Agreement

- A. The property will be leased for five (5) years, with one (1) additional five (5) year option. The lease will commence July 1, 2026 and will end on June 30, 2031, unless the HPS, at its sole option, desires an extension.
- B. The impacts of the use of the property, in particular on the surrounding neighborhoods, housing, and roadways, are of significant concern. Any proposed change in use of a proposed facility would be subject to the approval of the City Council and/or other regulatory bodies within the City should it not be consistent with current zoning.
- C. The lease proposal must follow closely the criteria set out by the HPS herein. Proposals that depart from these conditions are contingent upon approval by the HPS. The lease shall be drafted by the City, and the terms and conditions of the lease include, but are not limited to, the following:
 1. Cost terms for lease of the property will not exceed \$385,000.00 / year maximum for the first year of the lease, and, in light of fiscal limitations, proposals featuring lower costs are strongly encouraged. Although the cost proposal may provide for annual increases in rent, the increases shall not exceed two (2) percent per year.
 2. Erection of temporary dividers or other devices necessary or advisable for use of the premises by the Lessee during the lease term will be permitted. The purchase, installation and maintenance of such temporary fixtures shall remain the sole responsibility of the Lessee.
 3. During the entire term of occupancy, the Lessee shall provide insurance on the property so as to protect the interests of the HPS and the City in the property. The Lessor may obtain such additional or supplemental insurance as it deems appropriate. The successful Lessor shall be required to indemnify and hold harmless the HPS and the City, in a form acceptable to the City Solicitor, for and against any claims, actions, demands, damages, costs or expenses arising from or related to any use by the Lessor of the premises.
 4. It shall be the responsibility of the prospective Lessor to determine what, if any, approvals may be required from the City under its zoning and general ordinances in order to undertake the proposed use. The City may require building permits for the proposed work.
 5. The City shall have the right to terminate the Lease with thirty (30) days written notice for any breach of the Lease or the terms of this RFP by the Lessor. The City shall have the right to terminate for convenience should it be in the best interest of the City to do so. Such termination shall be effective

ninety (90) days from the date the City provides notice unless the parties agree to another date in writing. The Lessor shall be paid for all rental payments due and owing up until the effective date of the termination.

VI. Quality Requirements:

The location of the proposed building must be within Haverhill city limits, and subject to local zoning restrictions.

VII. Rule for Award:

The most advantageous offer from a responsive and responsible proposer, taking into consideration all evaluation criteria and price, will be selected.

VIII. Proposal Form: See Appendix A.

IX. Additional Contract Terms & Conditions:

- A. The Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.
- B. The HPS makes no guarantee that any lease will take place resulting from this RFP. The HPS reserves the right to reject any or all proposals. Final acceptance of any proposal is in the sole discretion of the HPS.
- C. The successful proposer will not be permitted to assign or underlet the lease, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the HPS.
- D. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one response from the same proposer will not be considered.
- E. The selected proposer will be required to sign a lease with the HPS in which he/she accepts responsibility for the terms and conditions as stated in the RFP.
- F. Proposers must respond thoroughly to the requirements of this RFP. The proposal shall be a part of any Lease Agreement resulting from this RFP. Proposers are cautioned not to make claims or statements to which they are not prepared to commit contractually.
- G. Proposals must remain in effect for at least one hundred and twenty (120) days from the submission deadline and thereafter until either the Proposer withdraws its proposal in writing, or a lease is executed, or the solicitation is canceled, whichever occurs first.
- H. A Notice of Award will be sent to the awarded proposer.
- I. If at any time the successful proposer fails to fulfill or comply with any of the requirements of this RFP, the HPS, at its option, may terminate the lease upon thirty (30) days written notice to the proposer.
- J. The HPS reserves the right to amend the lease agreement arising from this Request provided it has discussed such amendments with the Lessor and agreement to same has been reached.
- K. Disclosure of Beneficial Interest will be required if the proposal is accepted and an agreement is reached in accordance with MGL c. 7C, §38.
- L. Proposers must bear all costs associated with their proposals including preparation, copying, postage, and delivery costs. The HPS will not be responsible for any costs or expenses incurred by Proposers responding to this RFP.
- M. The HPS retains the right to cancel this solicitation at any time prior to the execution and approval of a Lease Agreement. If this solicitation is canceled, all proposals received in response to this RFP will be rejected. All preparation costs remain the responsibility of the proposer.
- N. The HPS will disqualify any proposals it determines to be unresponsive, including, but not limited to: proposals determined to be non-responsive to any requirement of this RFP; proposals that fail to meet the Requirements listed in this RFP; proposals that are received after the submission deadline; or proposals in which the proposer misrepresents or provides demonstrably false information.
- O. The HPS shall be under no obligation to return any proposals or materials submitted by a proposer in response to this RFP. All materials submitted by proposer s become the irrevocable and sole property of the HPS. The HPS reserves the right to use any or all ideas, concepts, or configurations presented in a proposer's proposal whether or not the proposal is selected.

- P. All proposals and related documents submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10 and to Chapter 4, Section 7, subsection 26, regarding public access to such documents. Statements or endorsements made by the proposer that are inconsistent with those statutes will be disregarded.
- Q. The Lease shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to the Lease shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.
- R. The provisions of the State Conflict of Interest Law (Chapter 268A of the Massachusetts General Laws), are applicable and any activity which shall constitute a violation of that law is expressly prohibited.

PROPOSAL EVALUATION INFORMATION

Rating Comparative Criteria

All proposals will be reviewed in accordance with M.G.L. Chapter 30B. The HPS may appoint a committee to review all responsive and responsible responses. The final selection will be based upon an evaluation and analysis of the information and materials required under the RFP. Proposals that meet the Requirements set forth herein will be reviewed for responses to the comparative evaluation criteria.

Interviews

Interviews may be required at the HPS's discretion after review of the technical proposals. Proposers will be provided with advance notice of at least five (5) working days to make a presentation and/or to provide additional information, particularly more detailed information demonstrating financial capacity including but not limited to audited financial statements.

Comparative Selection Criteria

Each of the following criteria pertains to requirements listed in this RFP. These criteria will be applied to all technical proposals submitted. Each criterion will receive one rating of Highly Advantageous, Advantageous or Not Advantageous.

1. **Proposed initial lease cost for the property:** The initial lease cost that the proposer proposes for the property.
2. **Impact of transition to HPS, the staff and the students:** The HPS will evaluate the cost to transition as well as the impact to the education of the students who will utilize the facility.
3. **The Functionality of the Proposed Facility:** The functionality will include the ability to support technology, its lighting capability, its structural safety (including abatement of any features of the facility which could jeopardize the safety and well-being of staff and students), and the site's ability to support an educational environment. The HPS will evaluate the value and functionality of the property concerning its intended use.

Information / Forms to be Included in the Proposal Package

All proposers shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all of the following submission requirements will be considered "not responsive" and its proposal may be rejected without further consideration.

Proposals shall include the following:

1. The proposer's complete legal name, address and phone number;
2. If the proposer is a company, the company name and complete legal name and state of incorporation, if applicable, and the name, title, address, phone and fax numbers of one or more individuals who can respond to requests for additional information;
3. Proposers shall provide in narrative form, a complete description of the proposed property, with photos and floorplans (if available), along with details on how their proposal meets or exceeds all or as many of the previously listed criteria as possible. The completeness of the proposals will be a determining factor in selecting finalists;
4. The name(s) and title(s) of the person or persons who may sign a Lease Agreement should a particular proposal be accepted (include notice of authorization of the board of directors) if other than the president of said company;
5. Appendix A – Proposal Form.
6. Appendix B - Certifications.
7. Appendix C - Certificate of Corporate Vote
8. A Letter of Interest signed by the principal(s) of the proposer.

Appendix A
RFP010.26
Proposal Form

Street address of the building being offered for lease through this Response:

The proposer must list the prices it will accept for the lease: (See Section V.C.1. for the cost parameters.)

Total annual lease cost for the first year of the lease (i.e., July 1, 2026 through June 30, 2027):

\$ _____

Total annual lease cost for the second year of the lease (i.e., July 1, 2027 through June 30, 2028):

\$ _____

Total annual lease cost for the third year of the lease (i.e., July 1, 2028 through June 30, 2029):

\$ _____

Total annual lease cost for the fourth year of the lease (i.e., July 1, 2029 through June 30, 2030):

\$ _____

Total annual lease cost for the fifth year of the lease (i.e., July 1, 2030 through June 30, 2031):

\$ _____

Total annual lease cost for the first year of the lease extension period (i.e., July 1, 2031 through June 30, 2032):

\$ _____

Total annual lease cost for the second year of the lease extension period (i.e., July 1, 2032 through June 30, 2033):

\$ _____

Total annual lease cost for the third year of the lease extension period (i.e., July 1, 2033 through June 30, 2034):

\$ _____

Total annual lease cost for the fourth year of the lease extension period (i.e., July 1, 2034 through June 30, 2035):

\$ _____

Total annual lease cost for the fifth year of the lease extension period (i.e., July 1, 2035 through June 30, 2036):

\$ _____

Appendix A
RFP010.26
Proposal Form (cont.)

This proposal includes acknowledgement of addenda numbered _____ (if issued).

Name of Owner _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

Date _____

For non-corporate proposers, please submit documentation demonstrating that the individual executing this Proposal Form is authorized to do so.

Appendix B

RFP010.26

Certifications

NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: _____

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, section 39L, and with the requirements of M. G. L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of authorized individual _____

Print Name _____

Name of Business _____

Date _____

Appendix C

RFP010.26

Certificate of Corporate Vote

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of the

_____ held on _____

(Name of Corporation)

(Date)

At which all the Directors were present or waived notice, it was VOTED

That, _____

(Name)

(Officer)

of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by said Officer of the company shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____, that _____ is the duly elected _____ (Officer) of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

A true copy, ATTEST _____

Clerk

Place of Business _____

Corporate

Seal

Sworn to and subscribed before me this ____ day of _____, 2019

NOTARY PUBLIC: _____

(This form must be submitted if a corporation)



ARCHDIOCESE OF BOSTON
66 BROOKS DRIVE
BRAintree, MASSACHUSETTS 02184-3839

April 2, 2026

Mr. Steven S. Bucuzzo
Purchasing Director
City of Haverhill, Purchasing Department
4 Summer Street, Room 105
Haverhill, MA 01830

RE: Proposal RFP 010.26
Lease Space for St. James School
415 Primrose Street, Haverhill

Dear Mr. Bucuzzo:

Enclosed please find a proposal from Roman Catholic Archbishop of Boston, A Corporate Sole on behalf of St. James in response to your proposal #010.26. We are prepared to offer the St. James School Building in "As Is" condition with the terms and conditions contained in the attached lease.

Should you have any questions, please contact Dennis Donovan in our Real Estate Department at 617-746-5741.

Sincerely,

A handwritten signature in blue ink, appearing to read "John E. Straub".

John E. Straub
Chancellor

DD:lc
Enc.

Appendix A
RFP010.26
Proposal Form

Street address of the building being offered for lease through this Response:
415 Primrose Street, Haverhill, MA

The proposer must list the prices it will accept for the lease: (See Section V.C.1. for the cost parameters.)

Total annual lease cost for the first year of the lease (i.e., July 1, 2026 through June 30, 2027):
\$ 386,696

Total annual lease cost for the second year of the lease (i.e., July 1, 2027 through June 30, 2028):
\$ 396,363

Total annual lease cost for the third year of the lease (i.e., July 1, 2028 through June 30, 2029):
\$ 406,272

Total annual lease cost for the fourth year of the lease (i.e., July 1, 2029 through June 30, 2030):
\$ 416,429

Total annual lease cost for the fifth year of the lease (i.e., July 1, 2030 through June 30, 2031):
\$ 426,840

Total annual lease cost for the first year of the lease extension period (i.e., July 1, 2031 through June 30, 2032):
\$ 437,511

Total annual lease cost for the second year of the lease extension period (i.e., July 1, 2032 through June 30, 2033):
\$ 448,449

Total annual lease cost for the third year of the lease extension period (i.e., July 1, 2033 through June 30, 2034):
\$ 459,660

Total annual lease cost for the fourth year of the lease extension period (i.e., July 1, 2034 through June 30, 2035):

\$ 471,151

Total annual lease cost for the fifth year of the lease extension period (i.e., July 1, 2035 through June 30, 2036):

\$ 482,930

Appendix A
RFP010.26
Proposal Form (cont.)

This proposal includes acknowledgement of addenda numbered _____ (if issued).

Name of Owner	<u>Roman Catholic Archbishop of Boston,</u> <u>A Corporate Sole</u>
Address	<u>66 Brooks Drive</u> <u>Braintree, MA 02184</u>
Signature of Company Official	
Printed Name of Company Official	<u>John E. Straub</u>
Title of Company Official	<u>Chancellor, Assistant Clerk</u>
Phone number	<u>617-746-5741</u>
E-Mail	<u>dennis_donovan@rcab.org</u>
Date	<u>April 2, 2026</u>

For non-corporate proposers, please submit documentation demonstrating that the individual executing this Proposal Form is authorized to do so.

Appendix B

RFP010.26

Certifications

NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: Massachusetts

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, section 39L, and with the requirements of M. G. L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of authorized individual

Print Name

Name of Business

Date



John H. Straub

Roman Catholic Archbishop of Boston

4/2/26

As The Roman Catholic Archbishop of Boston, a Corporation Sole, in accordance with the provisions of Chapter 506 of the Massachusetts Acts of 1897, I hereby ratify, confirm and approve the designation of John E. Straub, the Chancellor of the Archdiocese of Boston, as an Assistant Clerk of the Roman Catholic Archbishop of Boston, a Corporation Sole, effective as of January 1, 2026, and thereby empower John E. Straub, as an Assistant Clerk, to execute for and on behalf of the Roman Catholic Archbishop of Boston, a Corporation Sole, and in its name, contracts, deeds, leases and other agreements, including, without limitation, contracts, deeds, leases, notices, recording documentation and other agreements relating to real property owned by the Roman Catholic Archbishop of Boston, a Corporation Sole.



Most Reverend Richard G. Henning
Archbishop of Boston

Dated: January 6, 2026

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into effective as of July 1, 2026, by and between **Roman Catholic Archbishop of Boston, a Corporation Sole**, ("Landlord") with its principal office located at 66 Brooks Drive, Braintree, Massachusetts 02184-3439, acting on behalf of St. Gabriel the Archangel Parish ("Parish") located in Haverhill, Massachusetts, and the **City of Haverhill**, ("Tenant") a Massachusetts Municipality with its principal offices located at 4 Summer Street, Haverhill, Massachusetts 01830.

NOW, THEREFORE, in consideration of the mutual conditions and agreements and covenants set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1: REFERENCE DATA & DEFINITIONS: Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1:

- 1.1 Landlord. Roman Catholic Archbishop of Boston, a Corporation Sole
- 1.2 Landlord's Address. 66 Brooks Drive
Braintree, Massachusetts 02184-3439
Attention: Chancellor's Office
- 1.3 Tenant. City of Haverhill
- 1.4 Tenant's Address. 4 Summer Street
Haverhill, Massachusetts 01830
Attention: Mayor
Telephone: (978) 374-2300
Email: mayor@cityofhaverhill.com
- 1.5 Premises. The land and building located at 415 Primrose Street, Haverhill, Massachusetts all as further described in Section 2.1 hereof.
- 1.6 Commencement Date. July 1, 2026.
- 1.7 Term. As defined in Section 2.2 hereof.
- 1.8 Termination Date. June 30, 2031, or as further set forth herein.
- 1.9 Lease Year. "Lease Year" means each twelve consecutive month period during the Term commencing on the Commencement Date for the first Lease Year, and commencing on the anniversary of the Commencement Date each Lease Year thereafter, and ending on the day immediately preceding the anniversary of the Commencement Date.

1.10 Annual Base Rent. "Annual Base Rent" means payments by Tenant to Landlord as follows:

Lease Year	Starting Date	Ending Date	Annual Rent (\$)	Monthly Rent (\$)
1	July 1, 2026	June 30, 2027	\$386,696.00	\$32,224.67
2	July 1, 2027	June 30, 2028	\$396,363.40	\$33,030.28
3	July 1, 2028	June 30, 2029	\$406,272.48	\$33,856.04
4	July 1, 2029	June 30, 2030	\$416,429.29	\$34,702.44
5	July 1, 2030	June 30, 2031	\$426,840.02	\$35,570.00
Option 1				
1	July 1, 2031	June 30, 2032	\$439,645.22	\$36,637.10
2	July 1, 2032	June 30, 2033	\$452,834.58	\$37,736.21
3	July 1, 2033	June 30, 2034	\$466,419.62	\$38,868.30
4	July 1, 2034	June 30, 2035	\$480,412.21	\$40,034.35
5	July 1, 2035	June 30, 2036	\$494,824.58	\$41,235.38

1.11 Rent. "Rent" means the Annual Base Rent plus all Additional Rent.

1.12 Additional Rent. "Additional Rent" means those additional amounts payable to Landlord as provided throughout this Lease.

1.13 Rent Payment Date. As defined in Section 3.1 hereof.

1.14 Permitted Uses. "Permitted Uses" means use of the Premises as more fully described in Section 7 hereof.

SECTION 2: PREMISES & TERM.

2.1 Premises.

(a) Lease Premises. Subject to the provisions of this Lease and all matters of public record, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises, consisting of the adjacent land and building located at 415 Primrose Street, Haverhill, Massachusetts more specifically referred to as shown on Exhibit "A" attached hereto and incorporated by reference.

(b) Common Areas. Tenant may use the common areas of the Premises to the extent necessary and appropriate in connection with tenant's use and access to the Premises and in accordance with the Permitted Uses. Such uses will be subject to reasonable rules and regulations established by Landlord from time to time by suitable notice to Tenant. Landlord may designate and change from time to time the common areas open for such use, provided that such changes do not unreasonably interfere with Tenant's Permitted Uses of the Premises.

(c) Condition of Premises. Tenant acknowledges that it has inspected the Premises and, by execution of this Lease, agrees to accept the Premises "AS IS." Tenant agrees

that Landlord has no obligation to perform any work whatsoever in order to prepare the Premises for Tenant's occupancy under this Lease.

2.2 Term. The term of this Lease (the "Term") shall be the period commencing on the Commencement Date and ending on the Termination Date, unless sooner terminated in accordance with the provisions of this Lease. The parties may extend the term for five (5) additional years by mutually agreeing to said extension in writing on or before December 31, 2030.

SECTION 3: RENT, INSURANCE, REAL ESTATE TAXES AND OTHER CHARGES; PAYMENT.

3.1 Rent. Commencing on the Commencement Date, Tenant shall pay Rent without any offset or reduction (except as made in accordance with the express provisions of this Lease) in advance on the first day of each and every calendar month during the Term of this Lease in an amount equal to one-twelfth of the Annual Base Rent plus any unpaid Additional Rent then due and payable; provided, however, that if the Commencement Date falls on a day other than the first day of a calendar month, (i) Tenant's first Rent payment will be made on the Commencement Date and will be in an amount equal to one-twelfth of the Annual Base Rent, multiplied by a fraction, the numerator of which shall be the number of days remaining in the partial calendar month, and the denominator of which shall be the total number of days in such calendar month, plus any unpaid Additional Rent then due and payable and (ii) Tenant's Rent payment for the final calendar month of the Term will be made on first day of the last calendar month during the Term and will be in an amount equal to one-twelfth of the Annual Base Rent, multiplied by a fraction, the numerator of which shall be the number of days remaining in the partial calendar month, and the denominator of which shall be the total number of days in such calendar month, plus any unpaid Additional Rent then due and payable Each date on which Rent is payable hereunder is referred to as a "Rent Payment Date."

3.2 Insurance, Real Estate Taxes & Other Charges.

(a) Tenant Insurance. Tenant shall, at Tenant's expense and at no expense to Landlord, procure and maintain, in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises, (1) policies of comprehensive general liability insurance and casualty/property insurance (including broad form contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and independent contractor's hazard and completed operations liability) with initial limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate (combined single limit) for property damage, bodily injury or death or such greater amounts as Landlord in its reasonable discretion shall from time to time request, under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds; (2) medical payment insurance with limits of \$5,000.00 each person and \$25,000 per occurrence, under which Tenant is named as an insured and Landlord, and, at Landlord's request,

Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds, (3) special form (formerly known as "all-risk") property insurance on a "replacement cost" basis, insuring Tenant's Property (as defined in Section 11.8, herein) and any Improvements (as defined in Section 8, herein) located from time to time in the Premises, whether made by Tenant pursuant to Section 8 or otherwise existing in the Premises as of the Commencement Date under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds; (4) workers' compensation insurance with statutory limits, and (5) business interruption insurance insuring interruption or stoppage of Tenant's business at the Premises for a period of not less than twelve (12) months. Tenant may satisfy such insurance requirements by including the Premises in a so-called "blanket" and/or "umbrella" insurance policy, provided that the amount of coverage allocated to the Premises is pursuant to a "per occurrence" endorsement and shall otherwise fulfill the requirements set forth herein. The policies of insurance required to be maintained by Tenant hereunder shall be issued by companies domiciled in the United States and qualified and licensed to conduct business in The Commonwealth of Massachusetts, and shall be rated A:X or better in the most current issue of Best's Key Rating Guide (or any successor thereto). At all times during the Term, such insurance shall be maintained, and Tenant shall cause a current and valid certificate of such policies to be deposited with Landlord. If Tenant fails to have a current and valid certificate of such policies on deposit with Landlord at all times during the Term and such failure is not cured within three (3) Business Days following Tenant's receipt of notice thereof from Landlord, Landlord shall have the right, but not the obligation, to obtain such an insurance policy, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance within ten (10) days after Tenant's receipt of Landlord's request for payment thereof. Tenant's insurance policies shall not include deductibles in excess of Twenty-five Thousand Dollars (\$25,000.00).

Such policies shall cover the use and occupation of the Premises and all operations and activities conducted at, on or from the Premises by Tenant, its agents, employees, servants or invitees. Tenant's insurance shall be primary to, and not contributory with any insurance carried by Landlord, whose insurance shall be considered excess only. Each such policy shall provide that it must not be canceled and that its limits must not be reduced without at least thirty (30) days' prior written notice to Landlord and its designees, and that the interests of Landlord and its designees thereunder or therein will not be affected by any breach by Tenant of any policy provision. Evidence of these policies, in the form of insurance certificates reasonably satisfactory to Landlord, must be submitted to Landlord no later than the earlier of thirty (30) days prior to the Commencement Date and thirty (30) days the commencement of any Improvements by Tenant in or about the Premises Tenant shall, if requested, submit the actual policies of insurance to Landlord within ten (10) days of a request therefor in writing. Tenant shall also submit to Landlord renewal certificates of any expiring policy hereunder within ten (10) days of expiration thereof. If Tenant fails to have a current and valid certificate of such policies on deposit with Landlord at all times during the Term and such failure is not cured within three (3) Business Days following Tenant's receipt of notice thereof from Landlord, Landlord shall have the right, but not the obligation, to obtain such an insurance policy, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance within ten (10) days after

Tenant's receipt of Landlord's request for payment thereof. Tenant's insurance policies shall not include deductibles in excess of Five Thousand Dollars (\$5,000.00).

Such insurance must be effected under valid and enforceable policies with insurers authorized to do business in Massachusetts as stock or mutual companies that are rated in the current edition of Best's Key Rating Guide, property and Casualty as A- and as Class VIII or higher. Landlord shall have the right from time to time to increase such minimum limits upon notice to Tenant, provided that any such increase shall provide for coverage in amounts similar to like coverage being carried on like property in the greater Boston area.

(b) Waiver of Subrogation. Notwithstanding anything herein to the contrary, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, licensees, or invitees for any loss or damage to or at the Premises or any personal property of such party therein or thereon by reason of fire, the elements, or any other cause which is covered, or would have been covered, by the insurance coverages required to be maintained by Landlord and Tenant, respectively, under this Lease, regardless of cause or origin, including omission of the other party hereto, its agents, employees, licensees, or invitees. Landlord and Tenant covenant that no insurer shall hold any right of subrogation against either of such parties with respect thereto. This waiver shall be ineffective against any insurer of Landlord or Tenant to the extent that such waiver is prohibited by the laws and insurance regulations of The Commonwealth of Massachusetts. The parties hereto agree that any and all such insurance policies required to be carried by either party shall be endorsed with a subrogation clause, substantially as follows: "*This insurance shall not be invalidated should the insured waive, in writing prior to a loss, any and all right of recovery against any party for loss occurring to the Premises described therein,*" and shall provide that such party's insurer waives any right of recovery against the other party in connection with any such loss or damage.

(c) Tenant's Risk. Tenant agrees to use and occupy the Premises and to use such other portions of the property owned by Landlord as Tenant is herein given the right to use at Tenant's own risk and Tenant assumes liability for any and all injury, loss or damage to any person or property on the Premises or other such property, whether covered by insurance or not. Landlord shall not be liable to Tenant, its employees, agents, invitees or contractors for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to Tenant's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, Improvements to any portion of the Premises or other property owned by the Landlord, any fire, robbery, theft, mysterious disappearance and/or any other crime or casualty, the actions of any other tenants of the Building (if any) or of any other person or persons, or any leakage in any part or portion of the Premises or the Building, or from water, rain or snow that may leak into, or flow from any part of the Premises or the Building, or from drains, pipes or plumbing fixtures in the Building, unless due to the gross negligence or willful misconduct of Landlord or Landlord's agents, contractors or employees. Any goods, property or personal effects stored or placed in or about the Premises shall be at the sole risk of Tenant, and neither Landlord nor Landlord's insurers shall in any manner be held responsible therefor. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or

connecting with the Premises or any part of the other property owned by the Landlord or otherwise. Notwithstanding the foregoing, Landlord shall not be released from liability for any injury, loss, damages or liability to the extent arising from any gross negligence or willful misconduct of Landlord, its servants, employees or agents acting within the scope of their authority on or about the Premises; provided, however, that in no event shall Landlord, its servants, employees or agents have any liability to Tenant based on any loss with respect to or interruption in the operation of Tenant's business. The provisions of this Section 3.2(d) shall be applicable from and after the execution of this Lease and until the end of the Term of this Lease, and during any additional period as Tenant may use or be in occupancy of any part of the Premises or of the Building.

(d) Tenant's Other Liability. Tenant further covenants and agrees to restore, repair and replace any furniture, furnishings, fixtures or equipment of Landlord on the Premises which may be lost, damaged or destroyed during the Term of this Lease, except to the extent of Landlord's negligence.

(e) Taxes, Levies and Charges. Real estate taxes and all other government levies and charges, general and special, foreseen and unforeseen, assessed against or levied on the Premises or any betterments and attributable in whole or in part to the Term of the Lease with respect to the Premises, to the extent there are any, shall be imputed to the Tenant. Landlord shall present to Tenant copies of the statements for such real estate taxes and all other government levies and charges promptly after they are received. Tenant shall pay to Landlord, as Additional Rent, an amount equal to the full amount due under such statements on the Rent Payment Date next preceding the date on which such amount is due and payable in accordance with such statements. If Tenant desires to have proceedings instituted for an abatement of any real estate taxes or other such levies or charges upon the Premises and so requests in writing, Landlord may but is not obligated to institute such proceedings, provided, however, in any event, that all costs of such proceeding shall be borne by Tenant. If any abatement is received in accordance with the provisions of this Section 3.2(e), the proceeds thereof, to the extent they represent payments actually made by Tenant to Landlord in accordance with this Section 3.2(e), shall be distributed to Tenant. All remaining proceeds shall be paid to Landlord. Nothing herein shall prevent Landlord, on its own volition, from applying for an abatement of said real estate taxes, levies or charges.

SECTION 4: PAYMENTS

4.1 Payments Accepted. All payments of Annual Base Rent and Additional Rent shall be made to Landlord by check, by wire transfer of immediately available funds or by direct deposit in accordance with account information supplied by Landlord (the "Account"), or to such other person as Landlord may from time to time designate in writing. All payments to be made hereunder shall be deemed paid when received in the Account as determined by the banking institution at which the Account is maintained.

4.2 Account Information. As indicated above, all payments hereunder shall be made by check payable to the Parish and sent in care of the pastor at the notice address for the Parish provided in Section 14.1 hereof.

4.3 Default Interest. Any Annual Base Rent, Additional Rent or any other amounts due and payable under this Lease that have not been paid within thirty (30) calendar days of the due date thereof will bear interest from the original due date until paid in full at an annual rate equal to the prime rate as announced from time to time in the *Wall Street Journal*, or if the *Wall Street Journal* shall no longer exist any comparable financial publication, plus three percent (3%) (the "Default Rate"), which will be due and payable as Additional Rent. Such amounts will accrue on a daily basis.

SECTION 5: SECURITY DEPOSIT.

[This Section intentionally deleted]

SECTION 6: UTILITIES; CERTAIN OTHER CHARGES.

Tenant shall pay for all heating and utility costs associated with the Premises, including but not limited to gas, oil, electricity, water and sewer, cable, telephone or other such charges.

SECTION 7: PERMITTED USES

7.1 Operations. Tenant shall use the Premises solely for the purposes of operating a public school, grades K through 12 or any segment thereof, and all other related uses, Monday through Friday, 7:00 a.m. to 4:00 p.m. and in accordance with the terms and conditions of Section 11.4 of this Lease (the "Permitted Uses"). Tenant may from time to time have occasional use of the Premises for evening and weekend use. Tenant shall not use the Premises for any other purposes or in any way which could reasonably be considered to cause discomfort or annoyance to Landlord or to other tenants or legal occupants of the Building. It is expressly agreed and understood by and between Landlord and Tenant that only Tenant has the use, as set forth in this Lease, of the Premises leased hereunder for the purposes and uses herein stated. Tenant shall not use the Premises in any other manner.

7.2 Landlord's Use of Premises. It is understood that Landlord shall have the right to use the Premises nights and on weekends for Parish Programs or for whatever purposes it deems appropriate during those periods Tenant is not using the Premises or where joint use is possible (e.g., for parking). In the event Landlord utilizes the Premises, Landlord shall be responsible for leaving the Premises in the condition found.

7.3 Cancellation. Notwithstanding anything in this Lease to the contrary the Landlord may cancel this Lease Agreement with or without cause by giving one hundred twenty (120) days prior written notice to the Tenant. At the conclusion of said one hundred twenty (120) day period the term shall expire in the same manner and to the same effect as if it were the expiration of the original term.

SECTION 8: IMPROVEMENTS

8.1 During the Term of this Lease, neither Landlord nor Tenant is obliged by

this Lease to make any repairs, replacements, modifications, improvements, alterations or additions of any nature ("Improvements"), other than those specifically provided in this Lease.

8.2 Tenant shall make all essential non-structural interior repairs to the Premises necessitated by Tenant's occupancy and shall keep the Premises in good repair, excepting only ordinary wear and tear, damage caused by fire and other casualty and repairs for which Landlord is expressly responsible under this Lease.

8.3 Except with respect to necessary repairs for which Tenant is obligated to perform under Section 8.2, Tenant shall make no Improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in its sole discretion. All such Improvements will be made solely at Tenant's cost and expense (which Tenant agrees to pay promptly when due) and must be performed in accordance with plans and specifications approved in writing by Landlord, in its sole discretion, prior to being commenced. All such Improvements will be performed in such manner, and by such persons as will not cause any damage to the Premises. Except as otherwise expressly set forth herein, such work will be performed by general contractors first approved by Landlord, which approval will not unreasonably be withheld or delayed. Tenant shall secure and pay for all licenses and permits necessary for any of the foregoing Improvements. Before any such work is started, Tenant shall deliver to Landlord a statement of the names of all its contractors (as approved by Landlord) and the estimated cost of all labor and material to be furnished by them. Tenant shall cause each contractor to carry (i) workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and (ii) comprehensive public liability insurance with such limits as Landlord may reasonably require, but in no event less than a combined single limit of \$1,000,000 (all such insurance insuring Landlord and Tenant as well as the contractors), and, upon request by Landlord, to deliver to Landlord certificates of all such insurance. Landlord may, at its discretion and at the request of Tenant and at Tenant's sole cost and expense, make such Improvements requested by Tenant. All costs associated with such Improvements shall be billed to Tenant and shall constitute Additional Rent.

8.4 If any Improvements are consented to as provided in Section 8.3, Tenant shall, if Landlord notifies Tenant in writing at the time Landlord approves of an Improvement, at the end of the Term remove the same and restore the Premises to the condition and state of construction and arrangement in which they were at prior to the installation thereof, ordinary wear and tear, damage by fire and casualty only excepted (other than to the extent that such casualty is caused by Tenant, its agents, servants, employees and invitees). Landlord may, at its discretion, waive this requirement in writing upon written request from Tenant.

SECTION 9: LANDLORD'S COVENANTS DURING THE TERM

9.1 Landlord covenants during the Term or until earlier termination of this Lease, in each case except for any of the following matters being caused by Tenant, its agents, servants, employees and invitees :

(a) to maintain, repair, and replace as necessary, all structural elements of the Building and Premises, including, without limitation, the roof, the foundation, all load

bearing walls and floor slabs of the Building and Premises, and all exterior elements of the Building;

(b) to maintain in good order and repair all electrical, mechanical, plumbing, heating, fire/life safety and mechanical systems serving the Premises;

(c) to repair, replace, and maintain as necessary all asphalt, brick and concrete and other areas of the sidewalks and facade of the building, and exterior and interior common area lighting; and

(d) to provide and maintain adequate connections with local water supply, sewerage systems, electrical and other utilities.

9.2 Quiet Enjoyment. Tenant, on paying the Rent and performing its obligations hereunder, shall peacefully and quietly have, hold, and enjoy the full possession and the use of the Premises throughout the Term. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

SECTION 10: INTERRUPTIONS

10.1 Landlord will not have any liability for, nor will there be any reduction in Rent on account of (a) any power losses, shortages, or any other interruption in the provision of any utilities not caused by Landlord's negligence, (b) Landlord's entering the Premises for any of the purposes authorized in this Lease, or (c) repairing the Premises or any part thereof to the extent permitted in this Lease. In case Landlord is prevented or delayed from making any Improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause beyond Landlord's reasonable control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in this Section 10 or in Section 12, shall Tenant be entitled to any abatement or reduction of Rent by reason thereof.

10.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use its commercially reasonable efforts and all reasonable diligence to avoid unnecessary inconvenience to Tenant by reason thereof.

10.3 Notwithstanding the foregoing, if as a result of negligence of Landlord, the Premises are rendered untenable to such an extent that Tenant is unable to, and does not actually, occupy and use the Premises or a portion thereof for the operation of its business, and if such problem continues for a period in excess of two (2) consecutive business days, Tenant, as its sole remedy, will be entitled to an abatement for Rent to the extent such Rent is attributable to both the portion of the Premises rendered unfit for use and the period for which it is unfit.

SECTION 11: TENANT'S COVENANTS DURING THE TERM.

Without limiting any other covenant of Tenant under this Lease, Tenant covenants, during the Term and such further time as Tenant occupies any part of the Premises:

11.1 Tenant's Payments. To pay when due (a) all Rent; (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, and (c) all other payments required to be made by Tenant under this Lease.

11.2 Yielding Up. At the expiration or termination of this Lease, to peaceably yield up the Premises, and all alterations and additions therein, in good order, repair and condition, reasonable wear and tear, casualty and condemnation only excepted. Prior to yielding up the Premises, Tenant shall remove all goods and effects of Tenant and all of Tenant's Trade Fixtures and any Improvements specified pursuant to Section 8.1 and shall repair all damage caused by such removal and shall leave the Premises in broom clean condition.

11.3 Occupancy and Use.

(a) To use and occupy the Premises only for the Permitted Uses;

(b) not to injure or deface the Premises;

(c) not to use or permit any use of the Premises which will (i) make voidable the insurance covering the Building or its contents, or (ii) increase the premiums for any insurance on the Building or on the contents of the Premises (Tenant hereby agreeing that if such premiums are increased Tenant shall reimburse Landlord for the costs of all such increased insurance premiums caused by Tenant's use of the Premises and all such amounts will constitute Additional Rent and will accrue immediately) or (iii) require any alteration or addition to the Building;

(d) not to dump, flush, or in any way introduce any hazardous substance or any other toxic substances into the septic, sewage, or other waste disposal system serving the Premises; not to generate, store or dispose of hazardous substances in or on the Premises (excluding normal office and cleaning supplies [and Tenant's inventory], without first submitting to Landlord a list of all such hazardous substances and all permits required therefor and thereafter providing to Landlord on an annual basis Tenant's certification that all such permits have been renewed with copies of such renewed permits) or dispose of hazardous substances from the Premises to any other location without the prior written consent of Landlord and then only in compliance with the Resource Conservation and Recovery Act of 1976, as amended 42 U.S.C. § 6901 et seq., the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, as amended, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, as amended, and all other applicable laws, ordinances, and regulations;

(e) If the transportation, storage, use or disposal of hazardous substances anywhere on the Premises in connection with Tenant's use of the Premises results in (i) contamination of the soil or surface or ground water or (ii) loss or damage to person(s) or property, then Tenant agrees (1) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (2) after consultation with and approval by Landlord, to clean up all contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend, and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage, Tenant hereby agreeing that this provision shall survive the termination of this Lease and that no consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment, or other compliance with applicable law for and with respect to the foregoing and that it is the specific intent and purpose hereof to ensure that Tenant takes no actions on or at the Premises that would result in either the Premises or Tenant's activities therein failing to comply with any applicable governmental orders or regulations. ("hazardous substances" shall have the meaning as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 and regulations adopted pursuant to said Act);

(f) to notify Landlord of any incident which would require filing of a notice under applicable federal, state, or local law; and

(g) without limiting its obligations pursuant to Sections 7 or 8,(i) to conduct its operations under this Lease in strict compliance with, and not to permit any use or activity contrary to, the laws of the United States (including, without limitation, Title III of the Americans with Disabilities Act if applicable to Tenant's use of the Premises), the laws of The Commonwealth of Massachusetts and the ordinances, standards, rules, and requirements, if any, established by the City of Haverhill or any other state or municipal agency having jurisdiction; (ii) to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Premises and not to be contrary to any codes or standards from time to time established by the National Fire Protection Association (or any successor organization), (iii) to make, at its sole cost and expense, all Improvements to the Premises required by such codes, regulations, ordinances, or laws as a result of Tenant's use of the Premises, and to keep the Premises equipped with all safety appliances so required (Landlord may, if it so elects, make any of the Improvements referred to in this section that affect the Building structure or the Building systems, and Tenant shall reimburse Landlord for the cost thereof on demand, such amounts constituting Additional Rent); at Tenant's sole cost and expense, to procure and pay for all licenses, certificates, and permits necessary for the conduct of its operations hereunder and its occupancy of the Premises (including, without limitation, payment for any Improvements of any nature which are necessary in order to obtain and maintain all such licenses, certificates, and permits);

11.4 To:

(a) keep the inside and outside of all glass in the doors and windows of the Premises reasonably clean;

(b) replace promptly any cracked or broken glass of the Premises with glass of like kind and quality;

(c) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;

(d) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed (and Tenant shall cause the Premises to be inspected and exterminated on a regular basis by a reputable, licensed exterminator and shall provide Landlord, on request, with a copy of Tenant's contract for such services);

(e) keep all mechanical apparatus free of vibration and loud noise which may be transmitted beyond the Premises; and

(f) Keep the parking areas and access to the Premises and Building free and clear of ice and snow

11.5 To not:

(a) place or maintain any trash, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any corridor, stairway, sidewalk or common area;

(b) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises;

(c) cause or permit objectionable odors to emanate or to be dispelled from the Premises; or

(d) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Building.

11.6 Rules and Regulations. To comply with rules and regulations, as may be reasonably promulgated in good faith and in writing from time to time by Landlord, for the care and use of the Premises and their facilities and approaches and provided such rules and regulations do not unreasonably interfere with the Tenant's use and enjoyment of the Premises or impose any unreasonable additional costs on Tenant and are not applied or enforced in a discriminatory manner.

11.7 Landlord's Right of Entry. To permit Landlord and Landlord's agents, contractors, and employees entry: (a) upon reasonable notice (except no notice is required in the event of any emergency), and at reasonable times, to make repairs, alternations or substitutions for the protection and maintenance of the Building or Premises or any part thereof; (ii) to examine the Premises upon reasonable notice (except no notice is required in the event of any

emergency), at reasonable times in the company of a Tenant representative; (iii) upon not less than five (5) calendar days' prior notice, to remove, at Tenant's expense, any Improvements, signs, shades, awnings, aerials, flagpoles, or the like required to be approved by and not approved by Landlord; and (iv) to show the Premises to prospective tenants during the six (6) months preceding the expiration of the Term and to any prospective mortgagees at all reasonable times upon written notice to Tenant.

11.8 Tenant's Property. All the furnishings, fixtures, furniture, equipment, inventory, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which may be on the Premises during the Term of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, as well as all property that may be brought to the Premises by Tenant ("Tenant's Property"), will remain the personal property of Tenant or such other person and will be at the sole risk and hazard of Tenant, and if the whole or any part thereof is destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause or in any other way or manner, no part of said loss or damage is to be charged to or to be borne by Landlord in any case whatsoever unless and to the extent, subject to the provisions of Section 14.19 hereof, due to the gross negligence of Landlord, its employees, agents, contractors or other representatives.

11.9 Security. To provide, at all times and under all circumstances during the Term of this Lease, adequate security to the Premises and its own personnel.

11.10 Labor or Materialmen's Liens. To pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors, unless Tenant is disputing such items in good faith; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises; and to discharge or bond off any such liens which may so attach within thirty (30) calendar days of notice of the same.

11.11 Holdover. To vacate the Premises immediately upon the expiration or sooner termination of this Lease. If Tenant retains possession of the Premises or any part thereof after the expiration or termination of the Term without Landlord's express prior written consent, Tenant shall pay Landlord Annual Base Rent at double the monthly rate specified in Section 3.1 for the time Tenant thus remains in possession and, in addition thereto, shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Section 11.11 do not exclude or be deemed to constitute a waiver of Landlord's rights of re-entry or any other right hereunder, including, without limitation, the right to refuse triple the monthly Annual Base Rent and instead to remove Tenant through summary proceedings for holding over beyond the expiration of the Term of this Lease. Such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only.

11.12 Signs. Not to erect any signs visible from the exterior of the Building, excepting the existing sign(s) which have already been approved by Landlord, or in any way alter the exterior of the Premises without Landlord's prior written consent.

11.13 No Transfers. Not to assign, sublet, underlet, mortgage, pledge or encumber all or any part of the Lease or any of Tenant's rights or obligations hereunder.

11.14 Indemnity.

(a) Except to the extent arising from the gross negligence or willful misconduct of Landlord or its agents or employees, to defend, with counsel approved by Landlord, all actions against Landlord, any trustee, manager, member, beneficiary, agent, employee, representative or any other affiliate of Landlord (collectively, "Indemnified Parties"), and to pay, protect, indemnify and save harmless all Indemnified Parties from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature owed to or asserted by any third party arising from or related to (a) injury to or death of any person, or damage to or loss of property, occurring in or on the Premises or connected with the use, condition, or occupancy of any thereof, unless caused by the negligence of Landlord or its servants or agents; (b) violation of any of the provisions of this Lease by Tenant; (c) any act, fault, omission, or other misconduct of Tenant or its agents, employees, representatives, contractors, licensees, invitees, assignees or sublessees; (d) any violation of any federal, state, or local statute, ordinance, or bylaw, including, without limiting the generality of the foregoing, any violation of Title III of the Americans with Disabilities Act arising from or related to this Lease; (e) any charges assessed under state, local, and federal statutes and ordinances governing the use, occupancy, or both, of the Premises; or (f) Tenant's use and occupancy of the Premises.

(b) To indemnify Landlord for all costs and expenses incurred in connection with the reasonable enforcement of the terms and provisions of this Lease.

This Section 11.14 will survive expiration or earlier termination of this Lease.

11.15 Cleaning, etc.. The cleaning of the Premises shall be the sole responsibility and at the sole cost and expense of the Tenant. Tenant shall at its sole cost and expense provide such cleaning, janitorial, and maintenance services of the Building and the rest of the Premises as may be reasonably required including, but not limited to, trash removal. Tenant shall also be responsible for keeping the parking areas, walkways, stairs and access to the Premises free of snow and ice.

11.16 Pets. No pets shall be allowed on or in the Premises, except in the case of service animals.

SECTION 12: DAMAGE; DESTRUCTION; CONDEMNATION

12.1 Fire or other casualty.

(a) Subject to the provisions of Section 12.1(b) hereof, in the event during the Term hereof any portion of the Building or Premises shall be partially damaged (as distinguished from "Substantially Damaged" as such term is hereinafter defined) by fire,

explosion, casualty or any other occurrence covered or as may be required to be covered by Landlord's insurance as herein provided; Landlord shall forthwith proceed to repair such damage and restore the Building (including the Premises) but exclusive of Tenant's Property and leasehold improvements installed by Tenant, to substantially its condition at the time of such fire, explosion, casualty or occurrence. Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

(b) In the event of a casualty which renders the Building or the Premises unfit for use or occupancy by Tenant, then Landlord will make a determination in its reasonable judgment as to whether or not Landlord, using its commercially reasonable efforts, and proceeding diligently, can repair or restore the Building or Premises (exclusive of Tenant's Property and leasehold improvements installed by Tenant) to their condition prior to said casualty within a period of ninety (90) days from the date of such casualty. Within thirty (30) days of any such casualty, Landlord shall provide Tenant notice of its intent to repair or restore the Building or Premises to their condition prior to such casualty within such 90-day period. If, however, Landlord, exercising its reasonable judgment, determines that said repair or restoration cannot be completed within a period of ninety (90) days from the date of such casualty (in which case the Building and Premises shall be deemed to be "Substantially Damaged"), then either Landlord or Tenant, upon ten (10) calendar days' prior notice, may terminate this Lease without further obligation on either party's part, except for the return of any pre-paid Rent, pro-rated to the time of the casualty. If this Lease is not terminated pursuant to the terms of this Section 12.1(b), then Landlord shall perform such repairs set forth in Section 12.1(c) hereof and Tenant shall perform such repairs as set forth in Section 12.1(d) hereof and the Term shall continue without interruption and this Lease shall remain in full force and effect, except as otherwise expressly provided herein.

(c) If this Lease is not terminated pursuant to the terms of Section 12.1(b) hereof and if Tenant is not then in default of any of its obligations under this Lease beyond any applicable notice and cure period provided for herein, Landlord shall, provided the mortgagee of the Building makes insurance proceeds available for restoration, reconstruct the Building and Premises using such insurance proceeds only (it being understood by Tenant that Landlord shall not be responsible for any reconstruction of leasehold improvements constructed by Tenant, which reconstruction is the sole responsibility of Tenant) to substantially its condition at the time of such damage, but Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control. In the event the repairs and restoration are not completed within said period of ninety (90) days from the date of such casualty, then, at any time thereafter, Tenant may terminate the Lease at its sole election.

(d) If this Lease is not terminated as provided in Section 12.1(b) hereof, Tenant shall, at its own cost and expense, repair and restore leasehold improvements constructed by Tenant in the Premises in accordance with the provisions of this Section 12, including, but not limited to, the repairing or replacement of its merchandise, Trade Fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction. Tenant agrees to commence the performance of its work when notified by Landlord that the work to be performed by Tenant can, in accordance with good construction practices, then be commenced and Tenant shall complete such work as promptly thereafter as is practicable, but in

no even more than ninety (90) days thereafter except for causes beyond the Tenant's reasonable control, including governmental permitting.

(e) All proceeds payable from Landlord's insurance policies with respect to the Building shall belong to and shall be payable to Landlord. If this Lease is not terminated as provided in Section 12.1(b) hereof, Landlord shall disburse and apply so much of any insurance recovery as shall be necessary against the cost to Landlord of restoration and reconstruction of the Building and Premises referred to in Section 12.1(c) hereof, subject to the rights of any holder of any mortgage liens against the Building.

(f) In the event that the provisions of Section 12.1(a) or Section 12.1(b) shall become applicable, the Annual Base Rent and Additional Rent will be abated or reduced proportionately during any period in which Tenant may be required to discontinue in whole or in part its business on the Premises, and such abatement or reduction will continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work of restoration or reconstruction as Landlord is obligated to do hereunder (exclusive of any of Tenant's fixtures, furnishings, equipment and the like or work performed therein by Tenant and the prompt completion of any required Tenant leasehold improvements).

12.2 Eminent Domain.

(a) If after the execution and before termination of this Lease, access to the Premises shall be materially reduced as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, or more than ten percent (10%) of the Premises is so taken or conveyed or such lesser amount, if such taking or conveyance otherwise materially interferes with the Tenant's use and enjoyment of the Premises, then, at the election of Tenant, the Lease shall terminate as of the day possession shall be taken by such authority, and Tenant shall pay Rent up to that date, with a pro-rata refund by Landlord of such Rent as will have been paid in advance for a period subsequent to the date of the taking of possession.

(b) If after the execution and before termination of this Lease, as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, access to the Premises is not materially reduced or if less than ten percent (10%) of the Premises is taken or conveyed, or if such taking does not otherwise materially interfere with Tenant's use and enjoyment of the Premises, then, at the election of Tenant, this Lease will terminate only as respects the portions so taken or conveyed, as of the day possession is taken, and Tenant shall pay Rent up to that day, with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking of possession, and thereafter the Annual Base Rent will be equitably adjusted. Pending agreement of such Rent adjustment, Tenant agrees to pay to Landlord the Annual Base Rent in effect immediately prior to the taking by eminent domain, reduced pro-rata by the square footage taken. Landlord shall, at its expense, make all necessary repairs or alterations so as to reconstitute the remaining portion of the Premises a complete architectural unit and in substantially the same conditions as prior to the taking.

(c) If after the execution and before termination of this Lease, as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, access to the Premises is materially reduced or more than ten percent (10%) of the Premises is taken or conveyed (or if Tenant otherwise has the right to terminate this Lease pursuant to Section 12.2(a)) and Tenant has not elected to terminate, the Term will cease only as respects the part so taken or conveyed, from the day possession is taken, and Tenant shall pay Rent to that date with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking of possession, but Landlord will have the right to terminate this Lease upon notice to Tenant in writing within thirty (30) calendar days after such taking of possession. If Landlord does not elect to terminate the Lease, all of the terms herein provided shall continue in effect except that the Annual Base Rent and Additional Rent will be equitably adjusted, and Landlord shall make all necessary repairs or alterations so as to constitute the remaining portion of the Premises a complete architectural unit and in substantially the same condition as prior to the taking.

(d) All compensation awarded for any such taking or conveyance, whether for the whole or a part of the Premises, except as expressly provided below, will be awarded to Landlord. Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation except as provided below. Notwithstanding any of the foregoing, the Tenant will be entitled to seek a separate award for Tenant's leasehold improvements, leasehold interest, Trade Fixtures, relocation expenses and any other claim permitted by law. In the event of any taking of the Premises or any part thereof for temporary use, this Lease will be and remain unaffected thereby and Annual Base Rent and Additional Rent will be equitably adjusted.

SECTION 13: DEFAULT

13.1 Events of Default. If any default in the payment of Annual Base Rent, Additional Rent or any other monetary obligation due to Landlord by Tenant (a "Monetary Default") is not cured within ten (10) calendar days of written notice of such Monetary Default from Landlord to Tenant, *provided, however*, Landlord shall not be required to give more than two (2) such written notices during any twelve (12) month period, in which case Landlord may exercise its remedies under this Section 13 immediately upon any such Monetary Default; or if any other default under the terms hereof continues for more than thirty (30) calendar days following written notice thereof from Landlord to Tenant plus such additional time, if any, as is reasonably necessary to cure the default if the default is of such a nature that it can be cured but cannot reasonably be cured in thirty (30) calendar days and Tenant is diligently and continuously endeavoring to cure such default; or if Tenant files a petition under any chapter of the U.S. Bankruptcy Code, 11 U.S.C. 101 et seq., as it may be amended, or if any such petition is filed against Tenant and is not dismissed within ninety (90) calendar days; or if Tenant commences any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment or trust mortgage for benefit of creditors; or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property of Tenant and such appointment as ordered is not dismissed within ninety (90) calendar days; or if the leasehold hereby created is taken on execution or other process of law in any action against Tenant; then, and in any such case, Landlord and the agents and servants of Landlord may, in addition to and not in derogation of any remedies for any preceding breach of covenant,

immediately or at any time thereafter while such default continues and without further notice, at Landlord's election, do any one or more of the following: (1) give Tenant written notice stating that the Lease is terminated, effective ten (10) calendar days after the giving of such notice or upon a date stated in such notice, as Landlord may elect, in which event the Lease shall be irrevocably terminated as stated in such notice without any further action, or (2) with an execution for possession issued by a court of competent jurisdiction, enter and repossess the Premises as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant, and remove its and their effects, without being guilty of trespass, in which event the Lease shall be irrevocably terminated at the time of such entry, or (3) pursue any other rights or remedies permitted by law. Any such termination of the Lease will be without prejudice to any remedies which might otherwise be used for arrears of Rent or prior breach of covenant, and, in the event of such termination, Tenant shall remain liable under this Lease as hereinafter provided. In any such event, Tenant hereby waives all statutory rights (including, without limitation, rights of redemption, if any) to the extent such rights may be lawfully waived, and Landlord, without notice to Tenant, may store Tenant's effects and those of any person claiming through or under Tenant at the expense and risk of Tenant and, if Landlord so elects, after not less than thirty (30) calendar days' written notice without Tenant's having removed its property from the Premises, may sell such effects at public auction or private sale and apply the net proceeds thereof to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

13.2 Tenant's Obligations after Termination. In the event that this Lease is terminated under any of the provisions contained in Section 13.1, Tenant shall pay forthwith to Landlord, as compensation, the excess of the total Rent reserved for the residue of the Term over the fair market rental value of the Premises for the residue of the Term. In calculating the Rent reserved there shall be included, in addition to the Annual Base Rent and Additional Rent, the value of all other considerations agreed to be paid or performed by Tenant during the residue of the Term. As additional and cumulative obligations after any such termination, Tenant shall also pay punctually to Landlord all the sums and shall perform all the obligations that Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Tenant shall be credited with any amount paid to Landlord pursuant to the first sentence of this Section 13.2 and also with the net proceeds of any Rent obtained by Landlord by re-letting the Premises, after deducting all Landlord's reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services, and expenses of preparing the Premises for such re-letting, it being agreed by Tenant that Landlord may (i) re-let the Premises or any part or parts thereof for a term or terms that may, at Landlord's option, be equal to or less than or exceed the period that would otherwise have constituted the balance of the Term hereof and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to re-let the same and (ii) make such alterations, repairs, and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to re-let the same, and no action of Landlord in accordance with the foregoing or failure to re-let or to collect rent under re-letting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

13.3 Nothing contained in this Lease will limit or prejudice the right of Landlord to prove and obtain, in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to above.

13.4 Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord has failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying Landlord's defaulted obligation. Tenant shall have no right, for any default by Landlord, to offset or counterclaim against any Rent due hereunder.

SECTION 14: MISCELLANEOUS

14.1 Notices from One Party to the Other. All notices required or permitted hereunder must be addressed to the respective addresses of Landlord and Tenant indicated in Section 1 hereof and must be sent by certified or registered mail, return receipt requested or by a national overnight carrier, with copies in each instance as follows:

With respect to Landlord:

Archdiocese of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Attn: Chancellor

Archdiocese of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Attn: General Counsel

With a copy to:

St. Gabriel the Archangel Parish
6 Cottage Street
Haverhill, Massachusetts 01830

With respect to Tenant:

City of Haverhill
4 Summer Street
Haverhill, Massachusetts 01830
Attn: Office of the Mayor

With a copy to:

Superintendent of Schools
Haverhill Public Schools
4 Summer Street, Suite 104
Haverhill, Massachusetts 01830

All notices will be deemed received on the day immediately following the day on which such notice is deposited with the U.S. Postal Service or national overnight carrier, as applicable.

14.2 Bind and Inure. This Lease is binding upon and inures to the benefit of the parties hereto and their respective authorized successors and assigns, except that Landlord named herein and each successive owner of the Premises will be liable only for the obligations accruing during the period of its ownership. No officer, trustee, manager, member, beneficiary, employee or any other affiliate of Landlord will be personally liable or subject to levy, execution or other enforcement procedure against their personal assets for the satisfaction of the remedies of Tenant against Landlord. The reference herein to authorized successors and assigns of Tenant is not intended to constitute consent to assignment from Landlord to Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as permitted by the provisions of this Lease.

14.3 No Surrender. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof will not operate as a termination of this Lease or a surrender of the Premises.

14.4 No Waiver, Etc. The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the rules and regulations referred to in Section 11.6 hereof, whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Annual Base Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty will be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

14.5 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease or at law or in equity.

14.6 Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord may seek injunctive relief regarding any attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any of its obligations (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

14.7 Landlord's Right to Cure. If Tenant defaults at any time in the performance of any obligation under this Lease beyond the applicable notice and grace period or cure period, if any, then, if Tenant has failed to cure or to have commenced to cure such default within five (5) calendar days following an additional written notice to Tenant (but in cases of emergency, no notice will be required), Landlord will have the right, but not the obligation, to enter upon the Premises, if necessary, and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the Default Rate and all necessary and reasonable incidental costs and expenses in connection with the performance of any such act by Landlord) shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

14.8 Estoppel Certificate. Tenant agrees, from time to time, upon not less than thirty (30) calendar days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Annual Base Rent and Additional Rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been modifications, or if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Annual Base Rent, Additional Rent and other charges have been paid. Any such statement delivered pursuant to this Section 14.8 shall be in a form reasonably acceptable to and may be relied upon by a prospective purchaser or mortgagee of the Building or the Premises or any prospective assignee of any such mortgagee.

14.9 Acts of God. In any case where either party hereto is required to do any act and delays are caused by or result from causes beyond such party's reasonable control, these delays will not be counted in determining the time during which the work or cure must be completed, whether such time be designated by a fixed date, fixed time or a "reasonable time" and such time will be deemed to be extended by the period of such delay.

14.10 Submission Not an Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease or demise the

Premises, it being understood and agreed that neither Landlord nor Tenant will be legally bound with respect to the leasing of the Premises unless and until this Lease has been executed by both Landlord and Tenant and a fully executed copy has been delivered to each of them.

14.11 Service of Process; Jury Trial Waiver.

(a) TENANT AND LANDLORD EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS LEASE OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS LEASE OR ANY AGREEMENT OR TRANSACTION RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. TENANT AND LANDLORD EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT TENANT OR LANDLORD MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS LEASE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(b) Tenant and Landlord each hereby consents to the service of process in the manner provided for notices under this Lease.

14.12 Severability. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances is declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances will not be affected thereby and will continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there will be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties. Notwithstanding the previous sentence, it is expressly understood and agreed by Landlord and Tenant that if Section 7.3 is severed, found invalid or unenforceable for any reason, this Lease Agreement will terminate upon written notice from Landlord, such termination to become immediately effective upon Landlord giving notice thereof.

14.13 Integration. This Lease supersedes all prior oral or written agreements or understanding concerning the terms hereof and constitutes and represents the complete and final agreement between the parties hereto.

14.14 Headings. The titles of the several Sections contained herein are for convenience only and must not be considered in construing this Lease.

14.15 Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs,

executors, administrators, successors and assigns, and those claiming through or under them, respectively.

14.16 Amendments. This Lease may be amended and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant.

14.17 Authority of Tenant. Tenant represents and warrants to Landlord (which representations and warranties shall survive the delivery of this Lease) that: (a) Tenant has the power to execute and deliver and perform its obligations under this Lease; and (b) (i) the execution, delivery, and performance by Tenant of its obligations under this Lease have been duly authorized, and will not violate the organizational documents of the Tenant or any indenture, agreement or other instrument to which it is a party or by which it is bound; and (ii) the signatory to this Lease is duly authorized to execute this Lease on the Tenant's behalf.

14.18 Authority of Landlord. Landlord represents and warrants to Tenant (which representations and warranties shall survive the delivery of this Lease) that: (a) Landlord (i) is a Corporation Sole, established and maintained as a religious corporation pursuant to Chapter 506 of the Massachusetts Acts of 1897, (ii) has the power and authority to carry on businesses now being conducted and is qualified to do business in Massachusetts, and (iii) has the power to execute and deliver and perform its obligations under this Lease; and (b) the execution, delivery and performance by Landlord of its obligations under this Lease have been duly authorized by all requisite organizational action and will not violate the organizational documents of Landlord or any indenture, agreement, or other instrument to which it is a party or by which it is bound.

14.19 Mutual Waiver of Claims. Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage from responsible insurance companies doing business in The Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their insurance companies will have no right of subrogation against the other on account thereof. In the event that an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement will cease for such period of time as such waiver will be effective, but nothing contained in this Section will be deemed to modify or otherwise affect any releases elsewhere contained in this Lease. Notwithstanding the forgoing, each party reserves any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

14.20 Counterparts. This Lease may be executed in any number of counterparts, but all of such counterparts will together constitute but one and the same agreement. In making proof of this Lease, it will not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Lease by facsimile or other electronic method of transmission will have the same force and effect as delivery of an original executed counterpart of this Lease.

14.21 Limitation on Damages. Neither Landlord nor Tenant will be liable to the other for any consequential damages, including, without limitation, any so-called "lost profits". Nor shall Landlord be liable to Tenant for any reason for any losses resulting from any computer or electronics failures, including, without limitation, any losses or damages suffered in connection with a loss of data.

14.22 Enforcement Expenses. Unless prohibited by applicable law, Tenant agrees to pay to Landlord the amount of all fees and expenses (including, without limitation, attorneys' fees and costs) incurred by Landlord arising out of or resulting from any act or omission by Tenant with respect to this Lease or the Premises, including, without limitation, any breach by Tenant of its obligations hereunder, irrespective of whether Landlord resorts to litigation as a result thereof.

14.23 Interpretation. Unless indicated otherwise, the term "or" in this document is used in the inclusive sense.

14.24 Survival. In addition to those provisions specifically noted as surviving termination of this Lease, the following provisions will survive termination of this Lease: this Section 14.24 (Survival), Section 11.11 (Holdover), and Section 14.1 (Notices). In addition, if the Lease is terminated because of a breach of the Lease by the non-terminating party, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as an instrument under seal and delivered as of the day and year first above written.

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE, as Landlord

By: _____

Title: Assistant Clerk

CITY OF HAVERHILL, as Tenant

By: _____

Title: Mayor

By: _____

Title: City Solicitor
Approved as to Form

Date: _____

HAVERHILL SCHOOL COMMITTEE, as Tenant

By: _____

DATE: _____



8.1

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

June 1, 2026

JUN 2 AM 10:55
HAVCITYCLERK

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

In accordance with Municipal Ordinance, Chapter 7,
entitled "Assessor" as follows:

The Board of Assessors shall file monthly with the
City Council a copy of the report submitted to the
Auditor showing a summary of the above abated
amounts for that month.

Attached herewith is the report for the month of
May as filed in the Assessors Office.

Very truly yours,

Chris Loughnane, MAA
Assessor

Transaction Summary All Years

City of Haverhill

All Entry Date range 05/01/2026 through 05/31/2026 for Abatements, Exemptions

Totals	Tax Paid	Interest Paid	Fees Paid	Tax Reversals	Interest Reversals	Fee Reversals	Refunds	Refund Reversals	Abate	Exemp	Adjust	Transfers
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	356.81	0.00	0.00	0.00
2024 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	356.81	0.00	0.00	0.00
2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	356.81	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,378.40	0.00	0.00	0.00
2025 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,378.40	0.00	0.00	0.00
2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,378.40	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	68.00	0.00	0.00	0.00
2026 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	68.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,185.29	0.00	0.00	0.00
2026 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,185.29	0.00	0.00	0.00
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	577.00	0.00	0.00
2026 Real Estate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	577.00	0.00	0.00
2026	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,253.29	577.00	0.00	0.00
Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78,988.50	577.00	0.00	0.00
Total All Charges									79,565.50			

Total All Charges: Add all columns except Adjustments.



8.2
Haverhill

Office of the City Auditor, Room 106
Phone: 978-374-2306 Fax: 978-373-8476
aperkins@cityofhaverhill.com

June 11, 2026

JUN 12 AM 9:19
HAVCITYCLERK

To The Honorable City Council,

Please find attached the revenue and expense reports through May 2026.

As of the end of May, the city's local receipts are down 6.75%, or nearly \$1.6 million, compared with the prior fiscal year. The largest decline is in license and permit fees, which were anticipated. More concerning are the decreases in motor vehicle excise, the city's largest local revenue source, and meals excise, both of which are indicators of the local economy's direction.

To meet the 2026 revenue estimate, the city must collect an additional \$204,041 in local receipts by June 30th. I believe we will come very close to meeting that target. However, if we fall short, DOR will require the city to raise the deficit on the 2027 tax recap certification, and it will deduct the shortfall from the city's free cash, effectively imposing a double hit on the city. Because of the continued revenue decline throughout 2026, the Mayor reduced 2027 local revenue by 0.5%, or \$108,473.

On the appropriation side, the city still has a snow removal deficit of just under \$1 million. Last month, the City Council voted to use \$2 million in free cash to cover a large portion of that deficit, leaving just \$435,193 in free cash after the city uses \$5,150,000 to fund the fiscal 2027 operating budget. The city plans to cover the remaining snow removal shortfall through surplus appropriations generated by the budget freeze instituted this past February.

Given the less-than-favorable economic climate, the Mayor has decided to continue the budget freeze indefinitely. In addition, all capital requests for 2027 have been placed on hold until later in the fiscal year, when the city's finances will be reevaluated.

Through tremendous effort and collaboration across all city departments, the 2027 Mayor's budget proposal maintains core services, avoids layoffs, and includes modest cost-of-living increases for city staff. It reflects a bottom-line increase of 2.9% over fiscal 2026, which is below the 12-month inflation rate for Massachusetts of 3.2%. Reducing the burden on taxpayers was paramount for the Mayor and the budget team going into the 2027 budget process. By comparison, the 2026 budget rose by 5.6%, with education, employee benefits, and Consentino's debt service serving as the primary drivers.

Sincerely,
Angel A. Perkins, CPFO, CGA, CFE
City Auditor & Chief Financial Officer

Year to Date Benchmark



92.31%

City Department	Budget	Expended as of 5/31/26	Unexpended as of 5/31/26	% Expended
Council Salaries	\$ 237,479	\$ 217,712	\$ 19,767	✓ 91.68%
Council Expenses	\$ 8,100	\$ 2,971	\$ 5,129	✓ 36.68%
Mayor Salaries	\$ 450,538	\$ 412,935	\$ 37,603	✓ 91.65%
Mayor Expenses	\$ 210,250	\$ 165,907	\$ 44,343	✓ 78.91%
Auditor's Office Salaries	\$ 377,209	\$ 343,863	\$ 33,346	✓ 91.16%
Auditor's Office Expenses	\$ 139,381	\$ 24,717	\$ 114,664	✓ 17.73%
Assessors Salaries	\$ 306,053	\$ 280,806	\$ 25,247	✓ 91.75%
Assessors Expenses	\$ 179,215	\$ 135,647	\$ 43,568	✓ 75.69%
Treasurer/Collector Salaries	\$ 469,208	\$ 354,587	\$ 114,621	✓ 75.57%
Treasurer/Collector Expenses	\$ 251,300	\$ 198,319	\$ 52,981	✓ 78.92%
Constituent Services Salaries	\$ 109,442	\$ 89,654	\$ 19,788	✓ 81.92%
Constituent Services Expenses	\$ 15,500	\$ -	\$ 15,500	✓ 0.00%
Purchasing Salaries	\$ 103,107	\$ 94,845	\$ 8,262	✓ 91.99%
Purchasing Expenses	\$ 12,050	\$ 9,865	\$ 2,185	✓ 81.87%
Law Department Salaries	\$ 47,768	\$ 43,775	\$ 3,993	✓ 91.64%
Law Department Legal	\$ 536,000	\$ 316,241	\$ 219,759	✓ 59.00%
Human Resources Salaries	\$ 330,354	\$ 303,372	\$ 26,982	✓ 91.83%
Human Resources Expenses	\$ 147,550	\$ 116,069	\$ 31,481	✓ 78.66%
MIS Salaries	\$ 160,000	\$ 157,361	\$ 2,639	✗ 98.35%
MIS Expenses	\$ 638,134	\$ 517,008	\$ 121,126	✓ 81.02%
MIS Capital	\$ 50,000	\$ 46,330	\$ 3,670	✓ 92.66%
City Clerk Salaries	\$ 594,766	\$ 489,757	\$ 105,009	✓ 82.34%
City Clerk Expenses	\$ 171,380	\$ 125,695	\$ 45,685	✓ 73.34%
TOTAL GENERAL GOVERNMENT	\$ 5,544,784	\$ 4,447,436	\$ 1,097,348	✓ 80.2%
Building Maint. Salaries	\$ 79,127	\$ 73,145	\$ 5,982	✓ 92.44%
Building Maint. Expenses	\$ 298,500	\$ 264,742	\$ 33,758	✓ 88.69%
Inspectional & Health Services Salaries	\$ 1,205,528	\$ 1,085,001	\$ 120,527	✓ 90.00%
Inspectional & Health Services Expenses	\$ 46,950	\$ 35,394	\$ 11,556	✓ 75.39%

City Department	Budget	Expended as of 5/31/26	Unexpended as of 5/31/26	% Expended
Public Health Salaries	\$ 247,498	\$ 243,756	\$ 3,742	✘ 98.49%
Public Health Expenses	\$ 9,000	\$ 1,779	\$ 7,221	✔ 19.77%
Economic Development Salaries	\$ 291,516	\$ 233,279	\$ 58,237	✔ 80.02%
Economic Development Expenses	\$ 56,162	\$ 39,577	\$ 16,585	✔ 70.47%
TOTAL COMMUNITY & ECONOMIC DEVELOPMENT	\$ 2,234,281	\$ 1,976,673	\$ 257,608	✔ 88.5%
Police Salaries	\$ 14,403,074	\$ 12,987,133	\$ 1,415,941	✔ 90.17%
Police Expenses	\$ 1,809,961	\$ 1,416,819	\$ 393,142	✔ 78.28%
Police Capital	\$ 353,000	\$ 351,158	\$ 1,842	✘ 99.48%
Fire Salaries	\$ 14,187,950	\$ 12,997,675	\$ 1,190,275	✔ 91.61%
Fire Expenses	\$ 1,029,809	\$ 807,779	\$ 222,030	✔ 78.44%
Fire Capital	\$ 3,500		\$ 3,500	✔ 0.00%
TOTAL PUBLIC SAFETY	\$ 31,787,294	\$ 28,560,564	\$ 3,226,730	✔ 89.8%
Whittier Regional School Assessment	\$ 8,704,320	\$ 8,704,319	\$ 1	✔ 100.00%
North Shore Essex Tech. Assessment	\$ 732,005	\$ 732,005	\$ -	✔ 100.00%
School Other Funding	\$ 15,000	\$ -	\$ 15,000	✔ 0.00%
School Department	\$ 133,801,660	\$ 106,600,742	\$ 27,200,918	✔ 79.67%
TOTAL EDUCATION	\$ 143,252,985	\$ 116,037,066	\$ 27,215,919	✔ 81.0%
Public Works Administration Salaries	\$ 59,607	\$ 35,901	\$ 23,706	✔ 60.23%
Public Works Administration Expenses	\$ 44,804	\$ 28,486	\$ 16,318	✔ 63.58%
Public Works Highways Salaries	\$ 1,404,280	\$ 1,148,707	\$ 255,573	✔ 81.80%
Public Works Highways Expenses	\$ 840,655	\$ 653,484	\$ 187,171	✔ 77.74%
Public Works Highways Capital	\$ 112,000	\$ 94,558	\$ 17,442	✔ 84.43%
Public Works Solid Waste/Recycling Salaries	\$ 218,185	\$ 198,480	\$ 19,705	✔ 90.97%
Public Works Solid Waste/Recycling Expenses	\$ 5,985,808	\$ 4,395,893	\$ 1,589,915	✔ 73.44%
Public Works Parking Area Salaries	\$ 51,726	\$ 47,794	\$ 3,932	✔ 92.40%
Public Works Parking Area Expenses	\$ 369,101	\$ 257,502	\$ 111,599	✔ 69.76%
Public Works Street Marking Expenses	\$ 116,883	\$ 113,723	\$ 3,160	✘ 97.30%
Public Works Fleet Maint. Salaries	\$ 274,157	\$ 161,217	\$ 112,940	✔ 58.80%
Public Works Fleet Maint. Expenses	\$ 49,080	\$ 50,780	\$ (1,700)	✘ 103.46%
Public Works Park Dept. Salaries	\$ 584,634	\$ 423,562	\$ 161,072	✔ 72.45%

Expense Report as of 5/31/2026

City Department	Budget	Expended as of 5/31/26	Unexpended as of 5/31/26	% Expended
Public Works Park Dept. Expenses	\$ 332,850	\$ 222,441	\$ 110,409	✓ 66.83%
Public Works Street Lighting Expenses	\$ 725,800	\$ 625,694	\$ 100,106	✓ 86.21%
Public Works Snow & Ice Removal Salaries	\$ 358,587	\$ 365,877	\$ (7,290)	✗ 102.03%
Public Works Snow & Ice Removal Expenses	\$ 3,279,032	\$ 4,278,105	\$ (999,073)	✗ 130.47%
TOTAL PUBLIC WORKS	\$ 14,807,189	\$ 13,102,204	\$ 1,704,985	✓ 88.5%
Citizens Center Salaries	\$ 303,619	\$ 281,719	\$ 21,900	✓ 92.79%
Citizens Center Expenses	\$ 188,010	\$ 122,395	\$ 65,615	✓ 65.10%
Veterans Services Salaries	\$ 118,032	\$ 108,804	\$ 9,228	✓ 92.18%
Veterans Services Expenses	\$ 558,000	\$ 389,820	\$ 168,180	✓ 69.86%
Senior Services Salaries	\$ 13,500	\$ 9,231	\$ 4,269	✓ 68.38%
Senior Services Expenses	\$ 2,700	\$ -	\$ 2,700	✓ 0.00%
Stadium Commission	\$ 59,000	\$ 66,566	\$ (7,566)	✗ 112.82%
Recreation Salaries	\$ 193,129	\$ 171,922	\$ 21,207	✓ 89.02%
Recreation Expenses	\$ 85,000	\$ 35,112	\$ 49,888	✓ 41.31%
Public Library Salaries	\$ 1,665,862	\$ 1,500,381	\$ 165,481	✓ 90.07%
Public Library Expenses	\$ 293,585	\$ 259,937	\$ 33,648	✓ 88.54%
TOTAL HUMAN SERVICES	\$ 3,480,437	\$ 2,945,887	\$ 534,550	✓ 84.6%
Debt Service	\$ 9,491,008	\$ 8,341,072	\$ 1,149,936	✓ 87.88%
TOTAL DEBT SERVICE	\$ 9,491,008	\$ 8,341,072	\$ 1,149,936	✓ 87.9%
Retirement Fund	\$ 22,967,281	\$ 22,967,281	\$ -	✓ 100.00%
Unemployment Compensation	\$ 230,000	\$ 115,459	\$ 114,541	✓ 50.20%
Group Insurance	\$ 29,765,000	\$ 25,633,797	\$ 4,131,203	✓ 86.12%
Payroll Taxes (FICA/Medicare)	\$ 2,103,796	\$ 1,972,088	\$ 131,708	✓ 93.74%
Workers Compensation	\$ 915,000	\$ 920,097	\$ (5,097)	✗ 100.56%
Injured on Duty Claims	\$ 230,967	\$ 278,414	\$ (47,447)	✗ 120.54%
Sick Leave Bank	\$ 436,639	\$ 476,639	\$ (40,000)	✗ 109.16%
Vacational Buyback	\$ 59,315	\$ 59,315	\$ -	✗ 100.00%
Retiree Medical Claims	\$ 121,000	\$ 49,801	\$ 71,199	✓ 41.16%
TOTAL EMPLOYEE BENEFITS	\$ 56,828,998	\$ 52,472,891	\$ 4,356,107	✓ 92.3%
General Liability Insurance	\$ 1,325,682	\$ 1,325,682	\$ -	✗ 100.00%

Expense Report as of 5/31/2026

City Department	Budget	Expended as of 5/31/26	Unexpended as of 5/31/26	% Expended
Salary Reserve	\$ 189,072	\$ 189,072	\$ -	100.00%
Budget Reserve	\$ 405,671	\$ 148,362	\$ 257,309	36.57%
State Assessments (Cherry Sheets)	\$ 9,524,223	\$ 9,091,196	\$ 433,027	95.45%
Reserve for Abatement & Exemption (Overlay)	\$ 250,000	\$ 250,000	\$ 250,000	100.00%
TOTAL OTHER CITY EXPENSES	\$ 11,694,648	\$ 11,004,312	\$ 690,336	94.1%
TOTAL GENERAL FUND	\$ 279,121,624	\$ 238,888,105	\$ 40,233,519	85.6%

Water Department Salaries	\$ 3,780,009	\$ 3,322,793	\$ 457,216	87.90%
Water Department Expenses	\$ 9,318,378	\$ 7,758,490	\$ 1,559,888	83.26%
Water Department Capital	\$ 300,000	\$ 261,594	\$ 38,406	87.20%
Water Department Indirect	\$ 248,494	\$ 248,494	\$ -	100.00%
TOTAL WATER DEPARTMENT	\$ 13,646,881	\$ 11,591,371	\$ 2,055,510	84.9%
Wastewater Salaries	\$ 3,089,104	\$ 2,417,534	\$ 671,570	78.26%
Wastewater Expenses	\$ 11,894,907	\$ 9,206,943	\$ 2,687,964	77.40%
Wastewater Capital	\$ 1,127,000	\$ 94,544	\$ 1,032,456	8.39%
Wastewater Indirect	\$ 698,442	\$ 698,442	\$ -	100.00%
TOTAL WASTEWATER DEPARTMENT	\$ 16,809,453	\$ 12,417,463	\$ 4,391,990	73.9%

	FY '24 through 5/31/24	FY '25 through 5/31/25	FY '26 through 5/31/26	Trendline
TOTAL GENERAL GOVERNMENT	\$ 4,344,560	\$ 4,876,720	\$ 4,447,436	
TOTAL COMMUNITY & ECONOMIC DEVELOPMENT	\$ 1,841,331	\$ 1,930,818	\$ 1,976,673	
TOTAL PUBLIC SAFETY	\$ 25,062,982	\$ 27,702,688	\$ 28,560,564	
TOTAL EDUCATION	\$ 105,137,072	\$ 116,435,671	\$ 116,037,066	
TOTAL PUBLIC WORKS	\$ 10,261,921	\$ 10,409,730	\$ 13,102,204	
TOTAL HUMAN SERVICES	\$ 3,014,045	\$ 3,045,325	\$ 2,945,887	
TOTAL DEBT SERVICE	\$ 4,389,504	\$ 4,180,505	\$ 8,341,072	
TOTAL EMPLOYEE BENEFITS	\$ 46,314,637	\$ 46,382,629	\$ 52,472,891	
TOTAL OTHER CITY EXPENSES	\$ 9,549,018	\$ 9,916,345	\$ 11,004,312	
TOTAL CITY EXPENDITURES	\$ 209,915,070	\$ 224,880,431	\$ 238,888,105	
TOTAL WATER DEPARTMENT	\$ 10,504,262	\$ 10,528,922	\$ 11,591,371	
TOTAL WASTEWATER DEPARTMENT	\$ 11,902,085	\$ 12,661,088	\$ 12,417,463	

Expense Report as of 5/31/2026

City of Haverhill
Revenue Report
Period Ending 5/31/26

Year to Year Comparison

Revenue Source	5/31/2024	5/31/2025	5/31/2026	FY 25 to 26 % Change	FY 25 to 26 \$ Change	FY 24-26 Trendline
Real Estate & Pers Property	\$ 121,568,206	\$ 131,667,574	\$ 137,866,718	4.71%	\$ 6,199,144	
Motor Vehicle Excise	\$ 7,804,979	\$ 8,747,972	\$ 8,740,186	-0.09%	\$ (7,786)	
Meals Excise	\$ 953,481	\$ 988,106	\$ 984,212	-0.39%	\$ (3,894)	
Hotel/ Room Excise	\$ 259,001	\$ 255,225	\$ 257,330	0.82%	\$ 2,105	
Boat & Other Excise	\$ 10,825	\$ 7,719	\$ 8,746	13.30%	\$ 1,027	
Cannabis Excise	\$ 867,603	\$ 883,629	\$ 976,577	10.52%	\$ 92,948	
Waste Disposal Facility Program	\$ 2,793,918	\$ 2,856,415	\$ 2,600,387	-8.96%	\$ (256,028)	
PILOT	\$ 156,633	\$ 35,798	\$ 42,238	17.99%	\$ 6,440	
Penalties & Interest	\$ 759,734	\$ 660,127	\$ 535,356	-18.90%	\$ (124,771)	
Fees	\$ 946,739	\$ 1,050,306	\$ 1,081,740	2.99%	\$ 31,434	
Rentals	\$ 222,376	\$ 152,964	\$ 161,467	5.56%	\$ 8,503	
Departmental Revenue	\$ 751,093	\$ 580,614	\$ 339,813	-41.47%	\$ (240,801)	
License & Permits	\$ 2,608,605	\$ 2,809,627	\$ 1,836,778	-34.63%	\$ (972,849)	
Fines & Forefits	\$ 693,894	\$ 603,454	\$ 656,767	8.83%	\$ 53,313	
Investments	\$ 2,744,530	\$ 2,699,353	\$ 2,730,557	1.16%	\$ 31,204	
Medicaid Reimbursement	\$ 805,004	\$ 635,002	\$ 664,035	4.57%	\$ 29,033	
*Misc Revenue	\$ 87,842	\$ 235,780	\$ 18,976	-91.95%	\$ (216,804)	
Comm of MA Cherry Sheet	\$ 80,358,800	\$ 85,185,277	\$ 99,247,166	16.51%	\$ 14,061,889	
Wastewater Enterprise Fund	\$ 13,590,800	\$ 14,871,239	\$ 14,447,532	-2.85%	\$ (423,707)	
Water Enterprise Fund	\$ 11,109,509	\$ 12,858,814	\$ 13,424,241	4.40%	\$ 565,427	
Other GF Rev - Trnsf From Sp Rev & Free Cash	\$ 872,801	\$ 6,290,257	\$ 6,221,936	-1.09%	\$ (68,321)	
Total Revenue	\$ 249,966,373	\$ 274,075,252	\$ 292,842,758	6.85%	\$ 18,767,506	
Total Revenue without Enterprise Funds	\$ 225,266,064	\$ 246,345,199	\$ 264,970,985	7.56%	\$ 18,625,786	
Total Local Receipts	\$ 22,466,257	\$ 23,202,091	\$ 21,635,165	-6.75%	\$ (1,566,926)	
Total Local Receipts not including Investments	\$ 19,721,727	\$ 20,502,738	\$ 18,904,608	-7.79%	\$ (1,598,130)	

City of Haverhill
 Revenue Report
 Period Ending 5/31/26

Collections as a Percent of Budget						
Revenue Source	FY 26 Estimated Revenue	FY 26 Actual Revenue Collections	\$ Surplus / (Deficit)	YTD Benchmark	Actual Revenue Benchmark	
Real Estate & Pers Property	\$ 140,323,000	\$ 137,866,718	\$ (2,456,282)	98%	98.2%	
Motor Vehicle Excise	\$ 8,477,111	\$ 8,740,186	\$ 263,075	100%	103.1%	
Meals Excise	\$ 1,259,948	\$ 984,212	\$ (275,736)	75%	78.1%	
Hotel/ Room Excise	\$ 309,979	\$ 257,330	\$ (52,649)	75%	83.0%	
Boat & Other Excise	\$ 8,497	\$ 8,746	\$ 249	75%	102.9%	
Cannabis Excise	\$ 1,133,040	\$ 976,577	\$ (156,463)	75%	86.2%	
Waste Disposal Facility Program	\$ 2,740,175	\$ 2,600,387	\$ (139,788)	92%	94.9%	
PILOT	\$ 274,189	\$ 42,238	\$ (231,951)	92%	15.4%	
Penalties & Interest	\$ 742,361	\$ 535,356	\$ (207,005)	92%	72.1%	
Fees	\$ 962,670	\$ 1,081,740	\$ 119,070	92%	112.4%	
Rentals	\$ 198,450	\$ 161,467	\$ (36,983)	92%	81.4%	
Departmental Revenue	\$ 658,253	\$ 339,813	\$ (318,440)	92%	51.6%	
License & Permits	\$ 2,289,912	\$ 1,836,778	\$ (453,134)	92%	80.2%	
Fines & Forefits	\$ 628,275	\$ 656,767	\$ 28,492	92%	104.5%	
Investments	\$ 1,976,991	\$ 2,730,557	\$ 753,566	92%	138.1%	
Medicaid Reimbursement	\$ 950,000	\$ 664,035	\$ (285,965)	92%	69.9%	
*Misc Revenue		\$ 18,976	\$ 18,976	0%	100.0%	
Comm of MA Cherry Sheet	\$ 108,035,147	\$ 99,247,166	\$ (8,787,981)	92%	91.9%	
Wastewater Enterprise Fund	\$ 16,348,592	\$ 14,447,532	\$ (1,901,060)	92%	88.4%	
Water Enterprise Fund	\$ 14,146,881	\$ 13,424,241	\$ (722,640)	92%	94.9%	
Other GF Rev - Trnsf From Sp Rev & Free Cash	\$ 6,250,867	\$ 6,221,936	\$ (28,931)	92%	99.5%	
Total	\$ 307,714,338	\$ 292,842,758	\$ (14,871,580)	95%	95.2%	
<i>Estimated General Fund Revenue</i>	\$ 277,218,865	\$ 264,970,985	\$ (12,247,880)	93%	95.6%	
<i>Estimated Local Receipts</i>	\$ 22,609,851	\$ 21,635,165	\$ (974,686)	93%	95.7%	

8.3



Haverhill

Lisa E. DeMeo, P.E.
City Engineer/Assistant Director of Public Works
Phone: 978-374-2335
ldemeo@haverhillma.gov

June 3, 2026

JUN 10 PM 12:02
HAUCITYCLERK

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

SUBJECT: ROAD OPENING, 179 MONUMENT STREET, EROM-26-14

As the subject street was paved within the last 5 years, Council approval is required to open the roadway to repair a grade 2 gas leak, which requires National Grid to excavate in the right of way.

National Grid requests the street opening permit with the understanding that the restoration will be in accordance with the City of Haverhill guidelines and agrees to pay the associated charges for digging on a guaranteed street.

I am supportive of this request as the Engineering Office staff has been working closely with National Grid to coordinate their restoration. Proper trench compaction is required. Decisions will be made in the field as to the extent of each individual restoration; this could include up to total curb to curb mill and overlay full length of the property, if warranted. In this case, if work extends in front of the high school National Grid may be required to restore the road for the full length of the property. Any line striping that is removed or disturbed shall be restored with thermo paint.

Please contact me if you have any questions.

Sincerely,

Lisa E. DeMeo, P.E.
City Engineer

C: Mayor Barrett, K. Wright, R. Ward, R. Kimball



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City Council approve the request to excavate at the following location to repair a gas leak at: 179 Monument Street

The roadway has been paved in the last 5 years and in accordance with Chapter 222, Section 11, Restrictions on future paving of the Municipal Ordinances, Council approval is necessary.

8.4



Haverhill

Lisa DeMeo, City Engineer
Phone: 978-374-2335
ldemeo@haverhillma.gov

JUN 25 AM 10:15
HAVERHILL CITY CLERK

June 24, 2026

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

SUBJECT: ROAD OPENING, 170 WINTER ST, EROM-26-15

As the subject street was paved within the last 5 years, Council approval is required to open the roadway to allow for installation of a fire suppression water service, which is necessary to support the operational needs of the property, at 170-172 Winter Street.; which requires Raffaele Construction Corporation to excavate in the Locust Street right of way. I am supportive of this request, and The Engineering Office will require proper repaving from curb to curb and the limits of which will be established by city staff in the field.

Please contact me if you have any questions.

Sincerely,

Lisa DeMeo
City Engineer

C: Mayor Barrett, K. Wright, R. Ward, R. Kimball



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City Council approve the request to excavate within the Locust Street right of way at the following location to install a fire suppression water service line: Winter Street #170-172

The roadway has been paved in the last 5 years and in accordance with Chapter 222, Section 11, Restrictions on future paving of the Municipal Ordinances, Council approval is necessary.

10.1

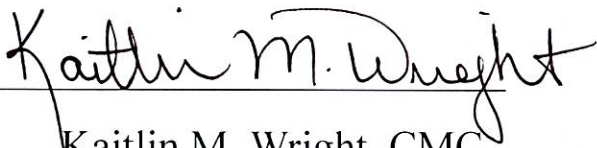
Document # 21-E

SPMM-26-1 - Attorney Michael Migliori for client, *Beck Residential LLC*, requests a major modification to Special Permit CCSP-21-7 to change the current use of approximately 6,500 square foot retail space to include retail, office, and restaurant space at 39 Railroad Ave

IN CITY COUNCIL: May 12, 2026

Hearing scheduled for June 30th

11 YEAS, 0 NAYS, 0 ABSENT

Attest: 
Kaitlin M. Wright, CMC
City Clerk

**City Council Special Permit MAJOR
MODIFICATION**

SPMM-26-1

Submitted On: Apr 30, 2026

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com

Primary Location

39 Railroad Ave
Haverhill, MA 01835

12.1

Important: Please Read Before Starting Your Application

MAY 8 AM 10:30
HAVERHILL CITY CLERK

Applicant Information

What is Your Role in This Process?

Attorney/Agent

Applicant Business/Firm Phone

978 884 6431

Applicant Business/Firm City

Methuen

Applicant Business/Firm Zip

01844

Client Business Name

BECK RESIDENIAL LLC

Client Email

mmigliori@fimilaw.com

Client City

oston

Client Zip

02109

Client Business Structure

Limited Liability Corporation (LLC)

Applicant Business/Firm Name

Fiorello & Migliori

Applicant Business/Firm Address

280 Merrimack Street

Applicant Business/Firm State

MA

Client Name

BECK RESIDENIAL LLC

Client Phone

978 884 6431

Client Address

31 Milk St , STE 401

Client State

MA

Client County

Suffolk

Modification Information

Original Application Number

ccsp-21-7

New Field

--

Hearing Waiver

Agrees

Yes

Agreement & Signature

Agrees

true

PLEASE READ

FIORIELLO & MIGLIORI
ATTORNEYS AT LAW

KAREN L. FIORELLO
(Retired)

MICHAEL J. MIGLIORI
mmigliori@fimiraw.com

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

April 30, 2026

Timothy J. Jordan, President
Haverhill City Council
4 Summer St.
Haverhill, MA 01830

Re: The Beck
Beck Residential, LLC
39 Railroad Ave.
Major Modification Request
Sec 9.3.21.2
Map 711-4-4

Dear President Jordan,

Please be advised that this office represents Beck Residential LLC in connection with its request for a Major Modification in connection with the Special Permit issued by the Haverhill City Council for the property referenced above (see attached decision).

As noted in the decision the project is supposed to have approximately 6,500 square feet of "retail space".

The space for retail use has been built (see attached plans) and has been available for lease for quite some time.

Despite all of the marketing efforts conducted by the Procopio Company to lease this space for retail use there have been no parties interested in the space.

There has been interest in the space for office use which is currently not allowed under the special permit decision.

We are concerned that unless the space can be used for office use in addition to retail use it may continue to remain empty, which would not be a good reflection of the overall Beck project and surrounding park and amenities.

The commercial space at the building totals 6,664 square feet.

Currently we have interest in leasing the small front space, 1,126 square feet, as a realty office.

The realtor's office use is very consistent with many other "retail uses" and it is not uncommon to find neighborhood offices like real estate, travel and insurance businesses sprinkled through retail districts, including downtown Haverhill.

While we would continue to look for a retail tenant for the remaining space, specifically a restaurant, we need the flexibility to seek other tenants should that fail.

Pursuant to Chapter 255, Section 9.3.21.2 of the Haverhill Zoning Ordinance we are requesting that a major modification be approved to the Special Permit to allow office space to be permitted at the Beck in addition to the retail space.

Please note that Planning Director Byerley, while supporting the requested modification, has determined that this request is a major modification to the special permit.

The only change to the project and the permit is our request to add "office space" as an additional use.

There are no other contemplated changes to the parking, number of units, landscaping, building orientation, lighting, facade or anything else in connection with the Beck project.

Based upon our request we believe that this modification is very reasonable and should be allowed in accordance with the ordinance and ask for determination as such.

Should you have any questions or need any additional information please let me know.

Sincerely yours,



Michael J. Migliori

MJM/dma

cc: Jacki Byerly, Planning Director



Legal Notice Fee

Record No.SPMM-26-1

Status Completed

Became Active April 30, 2026

Type Payment

Due Date None

Assignee michael migliori

Invoice ID 1229685

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

michael migliori

April 30, 2026 at 1:04 pm

Done.

Kaitlin Wright Esposito

April 30, 2026 at 12:25 pm

Please pay to move forward with your major modification request!



Planning Director Review

Record No. SPMM-26-1

Status Completed

Became Active April 30, 2026

Type Approval

Due Date None

Assignee Jacki Byerley

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael miglioni
 978-884-6431
 mmiglioni@familaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

Jacki Byerley

April 30, 2026 at 2:54 pm

Determination has been made this request is a Major Change, applicant is filing amended special permit as suggested.



City Clerk Review – Hearing Dates Set

Record No.SPMM-26-1

Status Completed

Became Active April 30, 2026

Type Approval

Due Date None

Assignee Kaitlin Wright Esposito

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael miglioni
 978-884-6431
 mmiglioni@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

Kaitlin Wright Esposito

May 4, 2026 at 10:49 am

Applicant emailed and has requested June 30th as hearing date. Hearing will be announced before Council at May 12th meeting to set hearing date for June 30th meeting.

Kaitlin Wright Esposito

May 4, 2026 at 9:40 am

Sent applicant an email on 05/01/2026 with possible dates for hearing. Waiting to hear back.



Meet with Applicant to Review Application

Record No.SPMM-26-1

Status Completed

Became Active April 30, 2026

Type Approval

Due Date None

Assignee Jacki Byerley

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

Kaitlin Wright Esposito  Internal

May 20, 2026 at 9:25 am

@Jacki Byerley Can you approve your step? This will activate the other departments' steps and enable them to begin their review.

Jacki Byerley

May 1, 2026 at 8:15 am

Department Review meeting to be held May 12th 10 am Room 301



Confirmation of Complete Application

Record No. SPMM-26-1

Status Completed

Became Active April 30, 2026

Type Approval

Due Date None

Assignee Kaitlin Wright Esposito

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael miglioni
 978-884-6431
 mmiglioni@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

michael migliori

April 30, 2026 at 1:04 pm

Ad fee paid.

Kaitlin Wright Esposito

April 30, 2026 at 1:02 pm

Received, thank you! Please pay the advertisement (legal notice fee) when you have a moment.

michael migliori

April 30, 2026 at 1:01 pm

Kaitlin,
I just uploaded the plans.
Thanks for picking up on that.

Kaitlin Wright Esposito

April 30, 2026 at 12:55 pm

Attorney Migliori, your letter references attached plans but no plans are included in attachments. Please upload them to the application.

Kaitlin Wright Esposito

April 30, 2026 at 12:49 pm

Please note, application is not deemed "filed" until verified and approved by city staff that the application is complete and meets all standards set forth in the established Rules and Regulations for Special Permits - Document 92-B of 2024.



City Council Clerk Notified

Record No.SPMM-26-1

Status Completed

Became Active Unknown

Type Approval

Due Date None

Assignee Lori Robertson

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael miglioni
 978-884-6431
 mmiglioni@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

No comments yet.



Conservation Department Review

Record No.SPMM-26-1

Status Completed

Became Active Unknown

Type Approval

Due Date None

Assignee Robert Moore

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

Robert Moore

April 30, 2026 at 7:39 pm

No Conservation objections to adding "office space" to allowed uses of originally intended retail space. No site alterations are proposed outside the building footprint.

Mike and Mike, some project reminders:

1. OOC Special Condition #35 - With spring upon us, the Environmental Monitor (Mary Rimmer during construction) should report on your Invasive Plant Management Strategy to prepare for the 2026 growing season.
2. #74 - File the pre-growing season report by May 31st
3. #79 - Have you filed the "Compliance Report" with NHESP yet? If so, please email a copy to me.
4. #80 - NHESP Authorization expires 9-27-2026. Arrangements should be made to either request an extension or seek compliance from the agency by then.
5. #85 - We are at about 12 months post-construction. Project Engineer should review drainage components, identify maintenance needs, and update the OMP accordingly. Please arrange for BMP maintenance at this time. Please notify me of the PE's inspection schedule, as I'd like to attend (#91).

Thank you for attending to these items. Rob



DPW Review

Record No. SPMM-26-1

Status Completed

Became Active May 20, 2026

Type Approval

Due Date None

Assignee Robert Kimball

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

No comments yet.



Health Department Review

Record No.SPMM-26-1

Status Completed

Became Active May 20, 2026

Type Approval

Due Date None

Assignee Mark Tolman

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

Mark Tolman

June 16, 2026 at 12:31 pm

Inspections and licensing will be conducted during the building process.

Kaitlin Wright Esposito

June 16, 2026 at 10:57 am

@Mark Tolman please review ASAP as this is coming before Council on June 30th. Thank you!



Police Department Review

Record No.SPMM-26-1

Status Completed

Became Active May 20, 2026

Type Approval

Due Date None

Assignee Kevin Lynch

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

No comments yet.



Storm Water Review

Record No. SPMM-26-1

Status Completed

Became Active Unknown

Type Approval

Due Date None

Assignee Robert Moore

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

Robert Moore

April 30, 2026 at 7:40 pm

No Stormwater objections to adding "office space" to allowed uses of originally intended retail space. No site alterations are proposed outside the building footprint.



Wastewater Review

Record No.SPMM-26-1

Status Active

Became Active May 20, 2026

Type Approval

Due Date None

Assignee Robert Ward

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

Kaitlin Wright Esposito

June 16, 2026 at 10:57 am

@Robert Ward please review ASAP as this is coming before Council on June 30th. Thank you!



Water Department Review

Record No. SPMM-26-1

Status Completed

Became Active May 20, 2026

Type Approval

Due Date None

Assignee Shaun Burrier

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael miglioni
 978-884-6431
 mmiglioni@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

No comments yet.



Water Supply Review

Record No.SPMM-26-1

Status Completed

Became Active May 20, 2026

Type Approval

Due Date None

Assignee Shaun Burrier

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

No comments yet.



Building Inspector Approval for Agenda

Record No.SPMM-26-1

Status Completed

Became Active May 20, 2026

Type Approval

Due Date None

Assignee Tom Bridgewater

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

No comments yet.



First Ad Placement

Record No.SPMM-26-1

Status Completed

Became Active May 4, 2026

Type Approval

Due Date None

Assignee Kaitlin Wright Esposito

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

Kaitlin Wright Esposito

May 4, 2026 at 11:12 am

Advertisement will run in the Gazette on June 11th and June 18th.



Abutter Notification

Record No.SPMM-26-1

Status Completed

Became Active May 4, 2026

Type Approval

Due Date None

Assignee Natalia Hernandez

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael miglioni
 978-884-6431
 mmiglioni@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

Kaitlin Wright Esposito

May 4, 2026 at 11:22 am

@Natalia Hernandez please plan to mail abutter notification out on June 8th.



Second Ad Placement

Record No.SPMM-26-1

Status Completed

Became Active May 4, 2026

Type Approval

Due Date None

Assignee Kaitlin Wright Esposito

Record No: SPMM-26-1

City Council Special Permit MAJOR MODIFICATION

Status: Active

Submitted On: 4/30/2026

Primary Location

39 RAILROAD AVE
Haverhill, MA 01835

Owner

No owner information

Applicant

 michael migliori
 978-884-6431
 mmigliori@fimilaw.com
 34 Fairfield Drive
Kennebunk, ME 04043

Messages

Kaitlin Wright Esposito

May 4, 2026 at 11:12 am

Advertisement will run in the Gazette on June 11th and June 18th.

FIORIELLO & MIGLIORI
ATTORNEYS AT LAW

KAREN L. FIORELLO
(Retired)

MICHAEL J. MIGLIORI
mmigliori@fimilaw.com

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

April 28, 2026

Jacki Byerley, Director
Economic and Planning Department
4 Summer St, Room 201
Haverhill, MA 01830

APR 29 PM 1:40
HAVERHILL CITY CLERK

Re: The Beck
Beck Residential, LLC
39 Railroad Ave.
Minor Modification Request
Sec 9.3.21
Map 711-4-4

Dear Director Byerley,

Please be advised that this office represents Beck Residential LLC in connection with its request for a Minor Modification in connection with the Special Permit issued by the Haverhill City Council for the property referenced above (see attached decision).

As noted in the decision the project is supposed to have approximately 6,500 square feet of "retail space".

The space for retail use has been built (see attached plans) and has been available for lease for quite some time.

Despite all of the marketing efforts conducted by the Procopio Company to lease this space for retail use there have been no parties interested in the space.

There has been interest in the space for office use which is currently not allowed under the special permit decision.

We are concerned that unless the space can be used for office use in addition to retail use it may continue to remain empty, which would not be a good reflection of the overall Beck project and surrounding park and amenities.

The commercial space at the building totals 6,664 square feet.

Currently we have interest in leasing the small front space, 1,126 square feet, as a realty office.

The realtor's office use is very consistent with many other "retail uses" and it is not uncommon to find neighborhood offices like real estate, travel and insurance businesses sprinkled through retail districts, including downtown Haverhill.

While we would continue to look for a retail tenant for the remaining space, specifically a restaurant, we need the flexibility to seek other tenants should that fail.

Pursuant to Chapter 255, Section 9.3.21 of the Haverhill Zoning Ordinance we are requesting that a minor change be approved to the Special Permit to allow office space to be permitted at the Beck in addition to the retail space.

Section 9.3.21 reads in part **"an applicant may apply to make minor changes..... or other site details that do not affect the overall massing, final build-out or building envelope of the site and do not materially affect the open space from that shown on the previously approved site plan and do not increase the number of dwelling units in the project in the aggregate form that was provided in the original plan approval."**

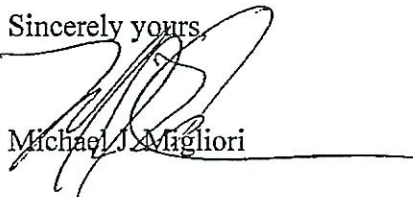
The only change to the project and the permit is our request to add "office space" as an additional use.

There are no other contemplated changes to the parking, number of units, landscaping, building orientation, lighting, facade or anything else in connection with the Beck project.

Based upon our request we believe that this qualifies as a "minor modification" in accordance with the ordinance and ask for a determination as such.

Should you have any questions or need any additional information please let me know.

Sincerely yours,



Michael J. Magliori

MJM/dma

cc: Council President Jordan



Haverhill

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

April 30, 2026

Michael J. Migliori, Esq.
Fiorello & Migliori
280 Merrimack Street, Suite B
Methuen, MA 01844

APR 30 AM 10:49
HAVCITYCLERK

Re: Beck Residential, LLC – 39 Railroad Ave – Minor Modification Request

Dear Attorney Migliori,

I am writing in response to your request, dated April 28, 2026, submitted on behalf of Beck Residential, LLC, seeking a determination that the proposed modification to allow office use qualifies as a minor change under Section 9.3.21 of the City of Haverhill Zoning Ordinance.

The request has been reviewed in the context of the Special Permit decision issued by the City Council which approved a mixed-use development including residential units and approximately 6,500 square feet of retail space. Pursuant to Section 9.3.21.1 of the Zoning Ordinance, minor changes are limited to adjustments involving site details such as utilities, building orientation, lighting, façade, parking, landscaping, or similar elements that do not affect the overall approved plan. As outlined in the ordinance such changes must not materially alter the nature or character of the approved development. The proposed modification to introduce office use, effectively changing the approved use from retail to a combination of office and retail constitutes a change in use. A change in use is not considered a minor modification under Section 9.3.21.1, as it represents a substantive alteration to the approved Special Permit.

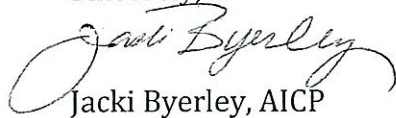
Accordingly, I determine that the requested modification does not qualify as a minor change and is therefore denied at the administrative level.

However, Section 9.3.21.2 provides a pathway for consideration of such changes. Requests that cannot be appropriately characterized as minor changes are deemed major changes and must be processed through the Special Permit granting authority as a new or amended application.

I understand the circumstances outlined in your letter regarding the difficulty in securing a retail tenant and the interest in office use for a portion of the space. I am supportive of a modification to allow a mix of office, retail, and restaurant uses and I encourage you to pursue this request through the formal Special Permit modification process. My office is available to assist you should you pursue a major change review by the City Council.

Please do not hesitate to contact me should you wish to discuss next steps.

Sincerely,

A handwritten signature in cursive script that reads "Jacki Byerley". The signature is written in black ink and is positioned above the typed name.

Jacki Byerley, AICP
Planning Director

Cc: Mayor Barrett
City Council
Kaitlin Wright, City Clerk
Richard MacDonald, Director Inspectional Services
Thomas Bridgewater, Building Commissioner



SO.ESSEX #292 Bk:41539 Pg:019
 04/27/2023 04:01 PM DEED Pg 1/6
 eRecorded

MASSACHUSETTS EXCISE TAX
 Southern Essex District ROD
 Date: 04/27/2023 04:01 PM
 ID: 1573384 Doc# 20230427002920
 Fee: \$40,926.00 Cons: \$8,975,000.00

QUITCLAIM DEED

The undersigned, RAILROAD AVE OWNER, LLC, a Massachusetts limited liability company, having an address at 35 Village Road, Suite 702, Middleton, MA 01949 (“Grantor”), for consideration paid and in full consideration of [EIGHT MILLION NINE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$8,975,000.00)] paid, GRANTS with QUITCLAIM COVENANTS to, BECK RESIDENTIAL, LLC, a Massachusetts limited liability company, having an address at 31 Milk Street, Suite 401, Boston, Massachusetts 02109 (“Grantee”), the land and all improvements thereon located in the County of Essex, Commonwealth of Massachusetts and more particularly described on Exhibit A attached hereto and made a part hereof.

The conveyance is made together with and subject to all recorded easements, conditions, restrictions and agreements and all other matters of record that lawfully apply to the property hereby conveyed.

Grantor certifies that it has not elected to be treated as a corporation for federal tax purposes for the current taxable year.

For Grantor’s title, see Quitclaim Deed of 19 Railroad Avenue, Bradford (Haverhill), Massachusetts recorded with the Southern Essex County Registry of Deeds at Book 40448 Page 420; and Quitclaim Deed of 31-35 Railroad Avenue, Bradford (Haverhill), Massachusetts, dated October 28, 2021, and recorded with the Southern Essex County Registry of Deeds at Book40448, Page 424.

[Remainder of page intentionally left blank]

Property Address: 19 Railroad Avenue, Bradford (Haverhill), Massachusetts;
 31-35 Railroad Avenue, Bradford (Haverhill), Massachusetts

EXHIBIT A

LEGAL DESCRIPTION

The land in the Bradford District of said Haverhill, with the buildings thereon, bounded and described as follows:

Beginning at a stake at the southwesterly corner thereof and land of Brauner; thence running Northerly by land of Brauner and others 242.11 feet, more or less, to the Merrimack River; thence

Easterly by said River 206 feet, more or less; thence

Southerly by land now or formerly of Herman Milhender 185.88 feet, more or less, to a stake; thence at an angle by other land now or formerly of Herman Milhender 47.8 feet, more or less, to another stake; thence

Westerly 219.39 feet, more or less, to the point of beginning.

Being Parcel "A" on a plan of land entitled "Plan of Land in Haverhill, Massachusetts, as surveyed for Louis Carbone, Scale 1" = 20', April 1950, recorded in Essex South District Registry of Deeds, Plan Book 79, Plan 70.

Said premises contain 49,130 square feet, more or less.

ALSO: Another strip of land, adjacent to and Southerly to Parcel "A" on said plan bounded and described as follows:

Beginning at the Northeasterly corner thereof at a stake at the Southeasterly corner of said Parcel "A" on said plan, thence running Southerly to Railroad Avenue; thence

Southerly to Railroad Avenue; thence

Westerly by Railroad Avenue to a point where the Westerly line of Parcel "A", if extended in a southerly direction would meet on said Railroad Avenue; thence running

Northerly to a stake at the Southwest corner of said Parcel "A" on said plan; thence running

Easterly 219.39 feet to a stake and the point of beginning.

Subject to and with the benefit of agreements and restrictions of record, insofar as the same are no in force and applicable.

The above premises are conveyed subject to the reservation to maintain an easement five feet in width running along the Westerly boundary line of the above described premises

from Railroad Avenue to the Merrimack River for the purpose of maintaining a water drain by Robert A. Carbone and Attilio A. Carbone, owners of adjacent property, together with the right of the mortgagors and their successors in title to connect therewith if it is expedient to do so.

Parcel 1

A parcel of land with the buildings thereon situated on the Northwestern side of Railroad Avenue in said Haverhill, bounded and described as follows:

Northwesterly by land of Carbone 215 feet;

Southwesterly by the Merrimac River 100 feet;

Southeasterly by land owned by Ornsteen Realty, Inc. and the Cathy Realty, Inc. 223 feet;

Northeasterly by Railroad Avenue 100 feet.

Containing 29,300 square feet, more or less.

Subject to and with the benefit of rights of way described in an indenture between Emile W. Bailly and George W. Lennox and John H. Tilton, dated August 22, 1918, recorded Essex South District Registry of Deeds Book 2398, Page 169, and also subject to and with the benefit of any and all other rights of way, easements, and reservations of record, insofar as they are applicable.

Parcel 2

A certain parcel of land situated on the Northwestern side of Railroad Avenue in said Haverhill, bounded and described as follows:

Northwesterly by land conveyed to Cathy Realty, Inc. and described in Parcel 1 of a certain deed dated October 29, 1959, and recorded in Essex South District Registry of Deeds, Book 4616, Page 326, 223 feet;

Southwesterly by the Merrimac River 8.17 feet;

Southeasterly by land of Ornsteen Realty, Inc. 223 feet;

Northeasterly by Railroad Avenue 8.17 feet.

Subject to and with the benefit of any and all rights of way, easements, and reservations of record, insofar as they are applicable.

Parcel 3

A certain parcel of land situated near a private way called Railroad Avenue, in said Haverhill, bounded and described as follows:

Beginning at a point at land of Ornsteen Realty, Inc. and Cathy Realty, Inc. a distance of one hundred eighty (180) feet, more or less, from the Northwesterly side of said Railroad Avenue; thence

Southwesterly by said land of Ornsteen Realty, Inc. nine (9) feet, more or less, to other land of Ornsteen Realty, Inc; thence

Northwesterly by said other land of Ornsteen Realty, Inc. forty-three (43) feet, more or less, to the Merrimack River; thence

Northeasterly by the Merrimack River nine (9) feet, more or less, to land of Cathy Realty, Inc.; thence

Northwesterly by said land of Cathy Realty, Inc. forty-three (43) feet, more or less, to point of beginning.

Meaning and intending to convey a small rectangular piece of land containing three hundred eighty-seven (387) square feet, more or less, located along the Easterly line of land owned by Ornsteen Realty, Inc. adjacent to land owned by Cathy Realty, Inc. and bordering on the Merrimack River.

Meaning and intending to convey with Parcels 1, 2 and 3 described above the parcels commonly known as 31 Railroad Avenue in Haverhill, Massachusetts, conveyed by Cathy Realty, Inc. to June M. Childs, Trustee of JLC Realty Trust u/d/t recorded with Essex South District Deeds in Book 7400, Page 305 by deed dated January 31, 1986 recorded with said Deeds in Book 8104, Page 234 and which the City of Haverhill acquired title to such parcels by means of a Final Judgment in Tax Lien Case dated September 27, 1988 recorded with said Deeds in Book 12670, Page 454.

Parcel 4

The land with the buildings thereon situated on a private way called Railroad Avenue in said Haverhill, bounded and described as follows:

Beginning at the Southwesterly corner thereof at land now or formerly of Rae-Orn Kiln Service Corporation and a private way called Railroad Avenue and extending Westerly from said Elm Street; thence running by said Railroad Avenue Easterly 235.86 feet to land now or formerly of Brauner; thence by said land now or formerly of Brauner, 223 feet more or less to the Merrimac River; thence Westerly by said Merrimac River to land of Rae-Orn Kiln Service Corporation; thence Southerly by land of Rae-Orn Kiln Service Corporation 265 feet more or less to point of beginning.

Excepting therefrom the premises heretofore conveyed to Cathy Realty, Inc. by deeds recorded with Essex South District Registry of Deeds, Book 5317, Page 128, and Book 5330, Page 134.

Being the premises conveyed to June M. Childs, Trustee of JLC Realty Trust as aforesaid, by deed of Orsteen Realty, Inc. dated June 19, 1986, recorded with said Deed, in Book 8335, Page 196 and which the City of Haverhill acquired title to such parcel by means of three Final Judgments in Tax Lien Case each dated September 27, 1988 recorded with said Deeds in (1) Book 13677, Page 375, (2) Book 14144, Page 155 and (3) Book 14185, Page 262.

timely act, the City Clerk shall make such certification on a copy of the application. A copy of the decision or application bearing such certification shall be recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner or record or recorded and noted on the owner's certificate of title. The fee for recording or registering shall be paid by the applicant.

- (b) By-right plan (site plan review - minor) approval. The PAA shall issue to the applicant a copy of the decision for by-right plan (minor) approval containing the name and address of the owner, identifying the land affected, and the plans that were the subject of the decision.

§ 9.3.21. Change in Plans After Approval.

1. Minor Change. After either by-right or special permit plan approval, an applicant may apply to make minor changes involving minor utility or building orientation adjustments, lighting or facade adjustments, or minor adjustments to parking, landscaping, or other site details that do not affect the overall massing, final build-out or building envelope of the site and do not materially affect the open space from that shown on the previously approved site plan and do not increase the number of dwelling units in the project in the aggregate form that was provided in the original plan approval. Plans showing such minor changes and an application must be submitted to the Economic Development Director. The Economic Development Director shall make a determination as to whether the changes constitute a minor change and may authorize such changes, in writing, to the applicant. The Economic Development Director shall set forth any decision to approve or deny such minor changes, in writing, within 30 days after the applicant has filed its application and shall provide a copy of its decision to the applicant for filing with the City Clerk.
2. Major Change. Those changes deemed by the Economic Development Director to constitute a major change because of the nature of the change in relation to the prior approved plan or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the PAA as a new application for by-right (site plan review - major) approval or special permit plan approval pursuant to this article.

§ 9.3.22. Enforcement and Appeal.

The provisions of the WD shall be administered by the Building Inspector, except as otherwise provided herein. Any appeal arising out of action by the PAA regarding application for a by-right plan approval shall be governed by the provisions of MGL c. 40A applicable to as-of-right projects which have been subject only to a nondiscretionary site plan review not involving or requiring any special permit and shall be made to a court of competent jurisdiction as set forth in MGL c. 40A, § 17. Any other request for enforcement or appeal regarding an application for a special permit plan approval arising under this article shall be governed by the applicable provisions of MGL c. 40A.

§ 9.3.23. Separability.

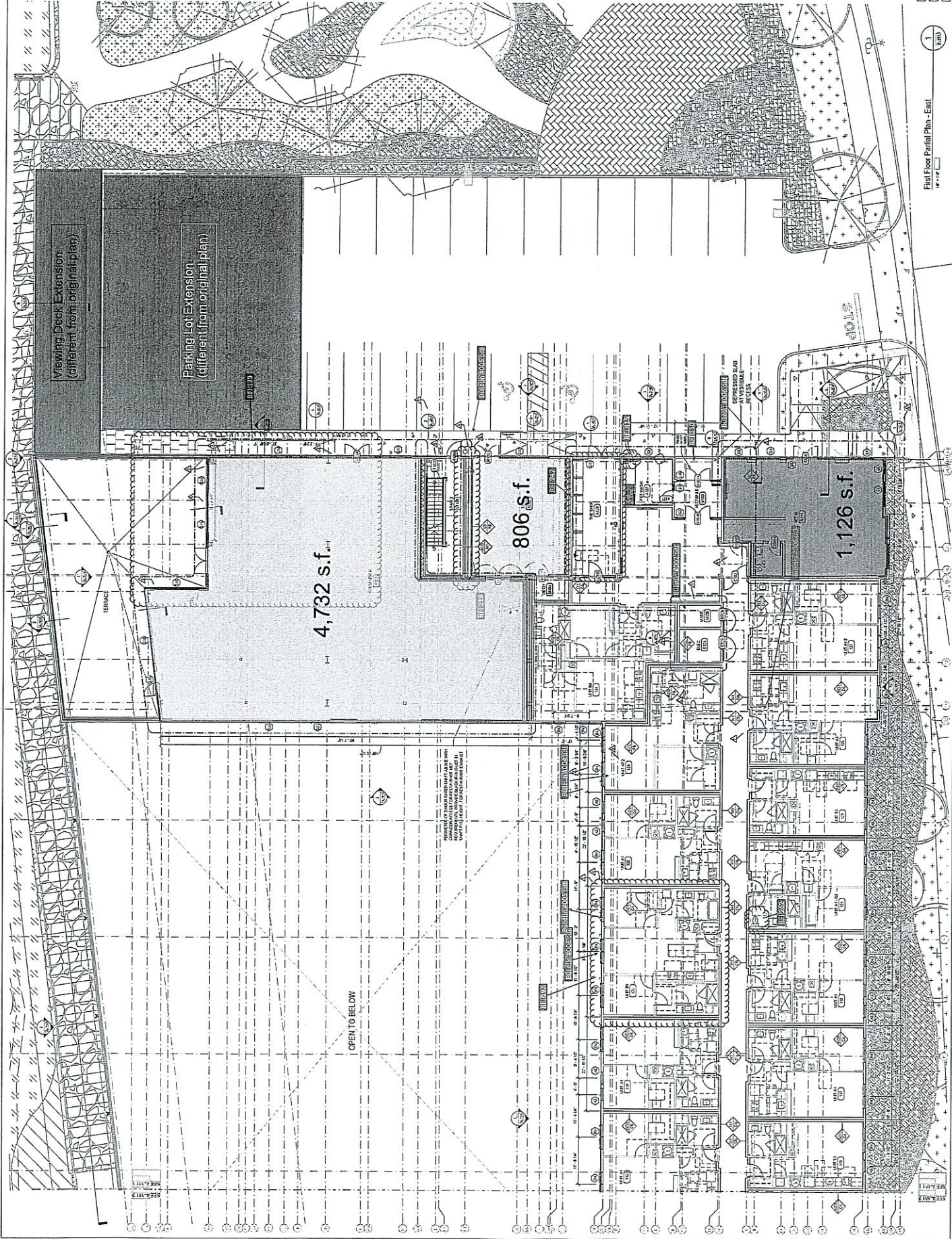
If any provision of this article is found to be invalid by a court of competent jurisdiction, the remainder of § 9.3 shall remain in full force. The invalidity of any provision of this § 9.3 shall not affect the validity of the remainder of the City's Zoning Ordinance.

§ 9.4. MEDICAL MARIJUANA OVERLAY DISTRICT (MMOD).

§ 9.4.1. Establishment.



NO.	DATE	DESCRIPTION
1	08.14.13	ISSUED FOR PERMITS
2	09.10.13	ISSUED FOR CONSTRUCTION
3	10.15.13	ISSUED FOR CONSTRUCTION
4	11.20.13	ISSUED FOR CONSTRUCTION
5	12.15.13	ISSUED FOR CONSTRUCTION
6	01.10.14	ISSUED FOR CONSTRUCTION
7	02.05.14	ISSUED FOR CONSTRUCTION
8	03.01.14	ISSUED FOR CONSTRUCTION
9	03.15.14	ISSUED FOR CONSTRUCTION
10	04.01.14	ISSUED FOR CONSTRUCTION
11	04.15.14	ISSUED FOR CONSTRUCTION
12	05.01.14	ISSUED FOR CONSTRUCTION
13	05.15.14	ISSUED FOR CONSTRUCTION
14	06.01.14	ISSUED FOR CONSTRUCTION
15	06.15.14	ISSUED FOR CONSTRUCTION
16	07.01.14	ISSUED FOR CONSTRUCTION
17	07.15.14	ISSUED FOR CONSTRUCTION
18	08.01.14	ISSUED FOR CONSTRUCTION
19	08.15.14	ISSUED FOR CONSTRUCTION
20	09.01.14	ISSUED FOR CONSTRUCTION
21	09.15.14	ISSUED FOR CONSTRUCTION
22	10.01.14	ISSUED FOR CONSTRUCTION
23	10.15.14	ISSUED FOR CONSTRUCTION
24	11.01.14	ISSUED FOR CONSTRUCTION
25	11.15.14	ISSUED FOR CONSTRUCTION
26	12.01.14	ISSUED FOR CONSTRUCTION
27	12.15.14	ISSUED FOR CONSTRUCTION
28	01.01.15	ISSUED FOR CONSTRUCTION
29	01.15.15	ISSUED FOR CONSTRUCTION
30	02.01.15	ISSUED FOR CONSTRUCTION
31	02.15.15	ISSUED FOR CONSTRUCTION
32	03.01.15	ISSUED FOR CONSTRUCTION
33	03.15.15	ISSUED FOR CONSTRUCTION
34	04.01.15	ISSUED FOR CONSTRUCTION
35	04.15.15	ISSUED FOR CONSTRUCTION
36	05.01.15	ISSUED FOR CONSTRUCTION
37	05.15.15	ISSUED FOR CONSTRUCTION
38	06.01.15	ISSUED FOR CONSTRUCTION
39	06.15.15	ISSUED FOR CONSTRUCTION
40	07.01.15	ISSUED FOR CONSTRUCTION
41	07.15.15	ISSUED FOR CONSTRUCTION
42	08.01.15	ISSUED FOR CONSTRUCTION
43	08.15.15	ISSUED FOR CONSTRUCTION
44	09.01.15	ISSUED FOR CONSTRUCTION
45	09.15.15	ISSUED FOR CONSTRUCTION
46	10.01.15	ISSUED FOR CONSTRUCTION
47	10.15.15	ISSUED FOR CONSTRUCTION
48	11.01.15	ISSUED FOR CONSTRUCTION
49	11.15.15	ISSUED FOR CONSTRUCTION
50	12.01.15	ISSUED FOR CONSTRUCTION
51	12.15.15	ISSUED FOR CONSTRUCTION
52	01.01.16	ISSUED FOR CONSTRUCTION
53	01.15.16	ISSUED FOR CONSTRUCTION
54	02.01.16	ISSUED FOR CONSTRUCTION
55	02.15.16	ISSUED FOR CONSTRUCTION
56	03.01.16	ISSUED FOR CONSTRUCTION
57	03.15.16	ISSUED FOR CONSTRUCTION
58	04.01.16	ISSUED FOR CONSTRUCTION
59	04.15.16	ISSUED FOR CONSTRUCTION
60	05.01.16	ISSUED FOR CONSTRUCTION
61	05.15.16	ISSUED FOR CONSTRUCTION
62	06.01.16	ISSUED FOR CONSTRUCTION
63	06.15.16	ISSUED FOR CONSTRUCTION
64	07.01.16	ISSUED FOR CONSTRUCTION
65	07.15.16	ISSUED FOR CONSTRUCTION
66	08.01.16	ISSUED FOR CONSTRUCTION
67	08.15.16	ISSUED FOR CONSTRUCTION
68	09.01.16	ISSUED FOR CONSTRUCTION
69	09.15.16	ISSUED FOR CONSTRUCTION
70	10.01.16	ISSUED FOR CONSTRUCTION
71	10.15.16	ISSUED FOR CONSTRUCTION
72	11.01.16	ISSUED FOR CONSTRUCTION
73	11.15.16	ISSUED FOR CONSTRUCTION
74	12.01.16	ISSUED FOR CONSTRUCTION
75	12.15.16	ISSUED FOR CONSTRUCTION
76	01.01.17	ISSUED FOR CONSTRUCTION
77	01.15.17	ISSUED FOR CONSTRUCTION
78	02.01.17	ISSUED FOR CONSTRUCTION
79	02.15.17	ISSUED FOR CONSTRUCTION
80	03.01.17	ISSUED FOR CONSTRUCTION
81	03.15.17	ISSUED FOR CONSTRUCTION
82	04.01.17	ISSUED FOR CONSTRUCTION
83	04.15.17	ISSUED FOR CONSTRUCTION
84	05.01.17	ISSUED FOR CONSTRUCTION
85	05.15.17	ISSUED FOR CONSTRUCTION
86	06.01.17	ISSUED FOR CONSTRUCTION
87	06.15.17	ISSUED FOR CONSTRUCTION
88	07.01.17	ISSUED FOR CONSTRUCTION
89	07.15.17	ISSUED FOR CONSTRUCTION
90	08.01.17	ISSUED FOR CONSTRUCTION
91	08.15.17	ISSUED FOR CONSTRUCTION
92	09.01.17	ISSUED FOR CONSTRUCTION
93	09.15.17	ISSUED FOR CONSTRUCTION
94	10.01.17	ISSUED FOR CONSTRUCTION
95	10.15.17	ISSUED FOR CONSTRUCTION
96	11.01.17	ISSUED FOR CONSTRUCTION
97	11.15.17	ISSUED FOR CONSTRUCTION
98	12.01.17	ISSUED FOR CONSTRUCTION
99	12.15.17	ISSUED FOR CONSTRUCTION
100	01.01.18	ISSUED FOR CONSTRUCTION



First Floor Partial Plan - East
1/8" = 1'-0"



CITY OF HAVERHILL, MASSACHUSETTS

NOTICE OF DECISION

YOU ARE HEREBY NOTIFIED OF THE DECISION OF THE CITY COUNCIL ON THE APPLICATION OF:

Attorney Michael Migliori for PE Partners LLC

APPLICANT AND OWNER (IF DIFFERENT)

for property located at: 19 Railroad Av; 31-35 Railroad Av; 236 South Elm St.

SITE LOCATION, ASSESSOR'S MAP, BLOCK, PARCEL NUMBERS

which was filed with the City Clerk on June 16 2021 as signified by the City Clerk's date stamp.

DATE

The Council, as authorized by Section 15, Chapter 40A of the MGL held a PUBLIC HEARING on:
May 25 2021

DATE OF HEARING (CONTINUANCE IF APPLICABLE)

The Council voted to ~~GRANT/DENY~~ said application. Council Voted to grant the following waivers:

1st waiver request: Preferred projects within Waterfront District H may increase density to 40 units per acre -proposed project is for 290 units on 6.81 acres of land, which equates to 42.6 units per acre. A waiver to develop a project with 290 units is requested to satisfy the 290 units stated in the \$1.95m MassWorks Grant for traffic and infrastructure improvements associated with our transit-oriented development.

2nd waiver request: 19-foot long ninety-degree parking spaces are required pursuant to CH. 255 6.1.4.5 -requesting a waiver as the 291 ninety-degree podium garage parking spaces are dimensionally shorter than 19 feet. The vast majority of spaces planned in the podium garage are 18-feet long, with a few being 17-feet long. Smaller parking stall sizes are typical for garage parking spaces in the market and are generally more appropriate than larger surface lot spaces.

3rd waiver request: 491 parking spaces are required for the proposed mixed-use (Multifamily Residential, Retail & Restaurant) development plan per zoning - The proposed project currently plans to offer 347 parking spaces. A waiver is requested due to the project being a transit-oriented development with many residents commuting via public transportation provided at the Bradford MBTA Commuter Rail station



CITY OF HAVERHILL, MASSACHUSETTS

CERTIFICATION OF DECISION

I, the City Clerk of the City of Haverhill, hereby certify that the City Council NOTICE OF DECISION on the application of:

Attorney Michael Migliori for PE Realty Partners LLC

APPLICANT AND OWNER (IF DIFFERENT)

for a special permit /site plan major review to:

construct 290 apartment units and approximately 6,500 S.F. retail space on existing vacant parcels owned by the City

at: Railroad av; and Skateland site also on Railroad av

STREET NAME AND NUMBER

has been filed with this office on:

June 16 2021

and that

DATE OF FILING

- (1) Twenty (20) days have elapsed from the date the Decision was filed and no appeal notice to the District or Superior Court has been received by this office.
- (2) If an appeal had been taken, notice has been received that said appeal has been dismissed or denied.
- (3) The application was denied.

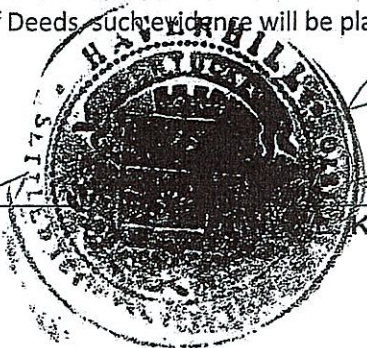
As a condition of the Special Permit becoming effective, the applicant must record this NOTICE OF DECISION and CERTIFICATION OF DECISION at the Registry of Deeds as required and in compliance with Chapter 40A of the MGL and to file evidence with the City Clerk attesting that said NOTICE OF DECISION and CERTIFICATION OF DECISION have been duly recorded as cited above.

Upon receipt by the City Clerk of evidence that the NOTICE OF DECISION and CERTIFICATION OF DECISION of the City Council has been duly recorded and indexed in the Grantor Index under the name of the Owner of Record (registered land to be noted on the Owner's Certificate of Title) and the Essex County South District Registry of Deeds, such evidence will be placed on file in the office of the City Clerk.

DATE

July 7 2021

KOUTOULAS, CITY CLERK



directly across the street from the development, which also offers sufficient additional off-street parking options for the development's residents and visitors. The proposed amount of parking also mitigates the modest projected additional traffic volume of the project to area roads-

Vote on Special Permit WITH Conditions:

1. Developer shall fund and implement a one-time landscaping update of the Wood School Playground
2. All traffic improvements shall be in place and functional when occupancy permits are issued.
3. Project shall meet all conditions of all City departments
4. All of these conditions be implemented by the city departments as part of development review
4. Snow removal plans shall be appropriate for the site
5. Call boxes shall be installed on the Riverwalk area of the park
6. \$250,000 will be contributed by the developer for traffic signal upgrades on north side of the Comeau bridge
7. Developer will use commercially reasonable efforts to enter into an agreement with Zipcar for an on-site vehicle location, however, shall not be required to guarantee any such vehicle placement at the project.
8. The developer shall join the Merrimack Valley TVM
9. Developer shall install a flashing pedestrian crossing light at midpoint of Laurel Ave. at crosswalk

	YES	NO	ABSENT
PRESIDENT BARRETT		X	
COUNCILLOR LEPAGE	X		
COUNCILLOR SULLIVAN	X		
COUNCILLOR MICHITSON	X		
COUNCILLOR BEVILACQUA	X		
COUNCILLOR JORDAN	X		
COUNCILLOR MCGONAGLE	X		
COUNCILLOR DALY-O'BRIEN	X		
COUNCILLOR MACEK	X		

See attachments for reasons for decision of the City Council.*

An appeal of this Decision shall be made pursuant to Section 17 of Chapter 40A, MGL, and shall be filed with Superior or District Court within twenty (20) days after the date of filing of the above cited decision with the Office of the City Clerk. Procedural appeals shall be taken in accordance with Section 17 of Chapter 40A, MGL.

June 16 2021
DATE

Melinda Barrett (L)
CITY COUNCIL PRESIDENT

*Record of evidence and detailed record of proceedings of the City Council hearing have been filed with the City Clerk and are incorporated herein by reference and considered a part hereof.

710-6-1
MASS BAY TRANS AUTHORITY
45 HIGH ST
BOSTON, MA 02110

710-7-1
ESSEX COUNTY - EC-05
FEDERAL ST
SALEM, MA 01970

710-7-24
MIGLIO JOSEPH J ETUX
574 MAIN ST
LYNNFIELD, MA 01940

711-4-4
BECK RESIDENTIAL, LLC
31 MILK ST, STE 401
BOSTON, MA 02109

711-5-6
E-Z WAY REALTY TRUST
48 COLBY ST
BRADFORD, MA 01835

711-6-18
113 LAUREL AVE LLC
35 PINEDALE AVE
HAVERHILL, MA 01830

711-6-20
ESSEX COUNTY - EC-05
FEDERAL STREET
SALEM, MA 01970

712-685-1
M BAY TRANS AUTHORITY
45 HIGH ST
BOSTON, MA 02110

710-6-1A
FLYNNDA, LLC
116 PARK ST
STONEHAM, MA 02180

710-7-1A
MADDALENI KRISTINE M
111 BLOSSOM ST
HAVERHILL, MA 01835

710-7-25
MATA KALI
103 BLOSSOM ST
HAVERHILL, MA 01835

711-4-5
M BAY TRANS AUTHORITY
45 HIGH ST
BOSTON, MA 02110

711-6-1
AZEVEDO GAIL A
96 BLOSSOM ST
BRADFORD, MA 01835

711-6-19
PERO STEPHEN R
119 LAUREL AVE
BRADFORD, MA 01835

712-684-3
MERRIMACK VALLEY REGIONAL
85 RAILROAD AVE
BRADFORD, MA 01835

714-686-1
LAUREL 98 REVOCABLE REALTY TRUST
98 POWDER HOUSE AVE
HAVERHILL, MA 01830

710-6-9
M BAY TRANS AUTHORITY
45 HIGH ST
BOSTON, MA 02110

710-7-23
DIAZ OSCAR V
95-97 BLOSSOM ST
BRADFORD, MA 01835

711-4-1
HAVERHILL PARK FOUNDATION, INC
4 SUMMER ST, ROOM 100
HAVERHILL, MA 01830

711-5-5
M BAY TRANS AUTHORITY
45 HIGH ST
BOSTON, MA 02110

711-6-17
DUPUIS SHAWN S
48 SNOW RD
HAVERHILL, MA 01832

711-6-2
CALIXTO HECTOR-ETUX
123 LAUREL AV
BRADFORD, MA 01835

712-684-8
MERRIMACK VALLEY REGIONAL TRAN
123 RAILROAD AVE
BRADFORD, MA 01835



Haverhill

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

June 8, 2026

PUBLIC HEARING

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

Notice is hereby given that a hearing will be held for all parties interested, in a hybrid meeting (in person/virtual), on Tuesday June 30, 2026 at 7:00 PM on a request from Attorney Michael Migliori for client, *Beck Residential LLC*, for approval of a major modification (SPMM-26-1) to Special Permit CCSP-21-7 to change the current use of approximately 6,500 square foot retail space to include retail, office, and restaurant space at 39 Railroad Ave.

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

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

Advertise: June 11 and June 18, 2026
Haverhill Gazette

Kaitlin M. Wright, CMC
City Clerk

Kaitlin Wright

From: North of Boston <noreply@wave2adportal.com>
Sent: Tuesday, May 5, 2026 10:33 AM
To: CityClerk
Cc: cbegin@eagletribune.com; Kaitlin Wright; Natalia Hernandez
Subject: Thank you for placing your order with us.

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

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

Job Details

Order Number:
W0144073
Business Type:
All Other Public Notices
Notice Size:
Public Notices
Notice Estimate:
\$150.00
Referral Code:
SPMM-26-1 39 Railroad Ave

Account Details

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

Schedule for notice number W01440730

Thu Jun 11, 2026
Haverhill Gazette Public Notices
All Zones
Thu Jun 18, 2026
Haverhill Gazette Public Notices
All Zones

June 8, 2026
PUBLIC HEARING
City Council Chambers, City Hall, Room 202, 4 Summer st
Notice is hereby given that a hearing will be held for all parties interested, in a hybrid meeting (in person/virtual), on Tuesday June 30, 2026 at 7:00 PM on a request from Attorney Michael Miglicri for client, *Seck Residential LLC*, for approval of a major modification (SPMM-26-1) to Special Permit CCSP-21-7 to change the current use of approximately 6,500 square foot retail space to include retail, office, and restaurant space at 39 Railroad Ave. *(Residents who are interested in commenting on this item can either (1) Attend in person (Council Chambers, Room 202) or (2) Attend remotely using the link provided on the public meeting calendar on the City's website.)*
Description of area, maps and plans are on file in the City Clerk's Office.
Kaitlin M. Wright, CMC
City Clerk
HG - Publication Dates

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