



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, August 6, 2019 at 7:00 PM

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

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**1. OPENING PRAYER**

**2. PLEDGE OF ALLEGIANCE**

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

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

**5. COMMUNICATIONS FROM THE MAYOR**

**5.1.** Communication from Mayor Fiorentini submitting the following 3 Orders to pay \$750,000 to fund repairs to the *John Greenleaf Whittier Middle School*

5.1.1. Order – City appropriate \$500,000 to pay costs of Asbestos and other repairs to *J.G. Whittier School*

5.1.2. Order – Appropriate \$100,000 from Bond Premium revolving account and transfer to *J.G. Whittier* repairs Capital account

5.1.3. Order – Transfer \$50,000 from Capital Projects account to the following Capital Accounts: Whittier School Repairs \$50,000

**5.2.** Communication from Mayor Fiorentini submitting the following *Memorandum of Agreement (MOA)* between City of Haverhill and *Teamsters Water Dept Group*

5.2.1. MOA between City of Haverhill and Teamsters Office Group

5.2.2. Ordinance re: Salaries – Water Group

**File 10 days**

**6. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:**

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

**7.1.** Document 74; Petition from *National Grid* and *Verizon New England* – to relocate an existing pole at 4 Crosby st- approximately 20 feet Northerly away from driveway of customer at 23 Crosby st; Plan 28106688  
*Postponed from July 23 2019*

7.1.1. Order – Document 74-B: Grant National Grid & Verizon New England permission to relocate the pole at 4 Crosby st *Postponed from July 23 2019*

**7.2.** Document 83: Petition from National Grid of North Andover for electric conduit location on Essex st to upgrade electric service at 124 Washington st; Plan 28211827

7.2.1. Order -Document 83-B: Grant National Grid of North Andover conduit location on Essex st to upgrade service at 124 Washington st

**8. HEARINGS AND RELATED ORDERS**

**8.1.** Document 78: Petition from Attorney Russell S Channen representing Jonathan Cody, Manager of 20 Newcomb st, LLC: requesting Hearing for a Special Permit allowing 13 multi-family units in the RU Zone at 20 Newcomb st

*Conditional favorable recommendation from Planning Board & Director*

**PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28**

**9. APPOINTMENTS:**

**9.1. Confirming Appointments:**



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## 9.2. Non-Confirming Appointments:

### 10. PETITIONS:

- 10.1. Petition from Attorney Paul Magliocchetti representing Michael Malvers, dba as *One ten Towing Co*, requesting a Special Permit to sell used cars on the property in the IG Zone at 112 Hale st; Assessor's Map 601, Block 451, Lot 1

**Council Hearing Sep 10<sup>th</sup>**

- 10.2. Petition from Attorney Paul Magliocchetti representing Ernest Coito as trustee of Coito Realty Trust for property at 38 Railroad st – Assessor's Map 701, Block 630, Lot 9 – submitting a proposal for a Special Permit to build 60 Residential condos in 3 separate buildings, built in phases, located in the Waterfront District (Zone F) – allowable by Site Plan Review- Major

**Council Hearing Sep 17<sup>th</sup>**

- 10.3. Petition from Yesenia A. Gil, *Executive Director*, for *Bread & Roses Housing*; who seeks to add affordable townhouse units in the *Mount Washington* neighborhood; requesting Modification of a Special Permit granted in 2018 to *reduce* the number of units from 10 to 7; to build 3 duplexes and 1 single family dwelling rather than 2 larger buildings housing 6 and 4 units; at 430 Washington st

**Council Hearing Sep 24<sup>th</sup>**

- 10.4. Petition from Attorney Paul Magliocchetti representing *Stag Tribe Capital LLC* submitting a proposal to be approved by Special Permit to renovate a dilapidated building in the CC Zone into 3 residential units at 364 Main st; Assessor's Map 610, Block 490, Lot 6 Refer to Planning Board

**Council Hearing Oct 8<sup>th</sup>**

### 10.5. Applications Handicap Parking Sign

### 11. AMUSEMENT/EVENT APPLICATIONS:

#### 11.1. Tag Days:

#### 11.2. One Day Liquor License:

- 11.2.1. Anne Vlack for One Day All Alcohol license for wedding at Winnekenni Castle, Saturday, September 14<sup>th</sup>; 10 am to 8 pm  
*Has approval from Police Dept & License Commission*



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## 11.3. Annual License Renewals

### 11.3.1.1. **Hawker Peddlers License 2019**

11.3.1.2. Lisa Wright submits the following applications requesting change of location from Washington sq. (previously approved on July 23<sup>rd</sup>) to outside *Haverhill Stadium* at Lincoln/Nettleton av for herself and her employee Philip Wright and also requests monies previously paid be applied to this new location

1. **Lisa Wright** – to sell hot dogs, chips, soda & water, 12 months - Monday-Sunday; 9:30 am to 2:30 pm

2. **Philip Wright** –to sell hot dogs, chips, soda & water, 12 months - Monday-Sunday; 9:30 am to 2:30 pm

*Applications pending approval from HHS Athletic Director and Business Certificate*

### 11.3.2. **Coin-Op License Renewals 2019:**

11.3.2.1. *Papa Gino's 782 River st 2 Coin-ops – new owner*

### 11.3.3. **Sunday Coin-Op License Renewals 2019**

### 11.3.4. **Drainlayer License for 2019**

### 11.3.5. **Taxi Driver Licenses for 2019:**

11.3.5.1. Matthew Paquette 93 White st – *renewal*

11.3.5.2. Eric Sayers 1 Fairfield st – *renewal*

11.3.5.3. Cody Glazer 11 Charles st - *new*

### 11.3.6. **Taxi License:**

### 11.3.7. **Junk Dealer License**

### 11.3.8. **Pool Tables**

### 11.3.9. **Sunday Pool**

### 11.3.10. **Bowling**

### 11.3.11. **Sunday Bowling**

### 11.3.12. **Buy & Sell Second Hand Articles:**

11.3.12.1. *W.W. Thrift Store, 26 Lafayette sq, James Sanechiaro – renewal*

### 11.3.13. **Buy & Sell Second Hand Clothing:**

11.3.13.1. *W.W. Thrift Store - renewal*

### 11.3.14. **Pawnbroker license**

### 11.3.15. **Fortune Teller**

### 11.3.16. **Buy & Sell Old Gold**

### 11.3.17. **Roller Skating Rink**

### 11.3.18. **Sunday Skating**

### 11.3.19. **Theater**

### 11.3.20. **Exterior Vending Machines**

### 11.3.21. **Limousine/Livery License/Chair Cars :**

## 12. MOTIONS AND ORDERS:

12.1. Order – Transfer \$50,000 from Capital Budget to the Capital account:  
Park Improvement & Revocation



## CITY OF HAVERHILL CITY COUNCIL AGENDA

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12.2. Order – Transfer \$25,000 from Sale of non-tax title land and transfer to Law Expense to fund the Walcott Easements for the Boardwalk

12.3. Order - Appropriate \$400,000 to pay costs of roof repairs at HHS Pool Building

### 13. ORDINANCES (FILE 10 DAYS)

13.1. Ordinance re: Parking 42 Allen st, Establish Handicap Parking  
File 10 days

### 14. MONTHLY REPORT

### 15. RESOLUTIONS and PROCLAMATIONS

### 16. COMMUNICATIONS FROM COUNCILLORS:

16.1. Communication from Councillor Melinda Barrett requesting to discuss Oxford av speeding reduction and safety improvements

16.2. Communication from Councillor Melinda Barrett requesting to discuss Salem st speeding and trash

16.3. Communication from Councillor Joseph Bevilacqua requesting a discussion regarding advance notice requirement for closing of public streets

16.4. Communication from Councillor Jordan requesting to introduce Leota Sarrette to discuss *National Grid's* proposal to install a double pole at 805 North Broadway

16.5. Communication from Councillor Melinda Barrett requesting to discuss the traffic signal exiting CVS in Lafayette sq

16.6. Communication from Councillor Macek requesting to open discussion relative to the process for establishing a Charter Commission to review the current *City of Haverhill Charter*

16.7. Communication from Councillor Joseph Bevilacqua requesting a discussion regarding school safety measures

16.8. Communication from Councillor Joseph Bevilacqua requesting a discussion regarding additional funding to be received from the State be applied toward school building needs

### 17. UNFINISHED BUSINESS OF PRECEDING MEETINGS

17.1. Document 29-T: Ordinance re: Parking – 50 Howard st Establish Handicap Parking *Filed July 24<sup>th</sup>*

17.2. Document 29-U: Ordinance re: Parking – 21 Blaisdell st Delete Handicap Parking *Filed July 24<sup>th</sup>*

17.3. Document 29-V: Ordinance re: Parking – 157 Franklin st Establish Handicap Parking *Filed July 24<sup>th</sup>*



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- 17.4. Document 79-R: Communication from President Michitson requesting to recognize the extraordinary efforts of Keith Boucher and team
- 17.5. Document 79-S: Communication from Council President Michitson requesting to introduce Barbara Donegan to announce *Ruth's House Hidden Gem Gala* on September 14<sup>th</sup>
- 17.6. Document 79-W: Communication from Councillor Colin Lepage requesting a discussion on hemp driven cannabinoid (CBD) produce retail sales in Haverhill
- 17.7. Document 79-Y: Communication from Councillor Macek requesting a discussion regarding lightning rod legislation
- 17.8. Document 89-E: Communication from Councillor Daly O'Brien requesting a discussion regarding sidewalk safety during construction projects downtown

*All communications postponed from July 23<sup>rd</sup>*

## 18. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

- 18.1. Councillor Michael McGonagle submits Minutes of Public Safety Committee meeting held on July 29 2019

## 19. DOCUMENTS REFERRED TO COMMITTEE STUDY

## 20. ADJOURN

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL  
MASSACHUSETTS**

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FAX 978-373-7544  
MAYOR@CITYOFHAVERHILL.COM  
WWW.CI.HAVERHILL.MA.US

August 2, 2019

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

RE: Order to transfer \$750,000 to fund repairs to the John Greenleaf Whittier Middle School

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

Enclosed please find attached 3 orders to pay \$750,000 to fund repairs to the John Greenleaf Whittier School. This order will fund asbestos abatement (\$250,000), roof repairs, steam pipe repairs and other repairs to the Whittier Middle School.

There are several schools that need repairs or capital improvements. We are doing the pool roof at the high school, making roof repairs to the Consentino Middle School and making these repairs to the Whittier Middle School.

The repairs to the John Greenleaf Whittier Middle School were submitted as part of the comprehensive capital plan I submitted to you earlier. We anticipated making these repairs at a later date and doing the Moody School roof this year. The Superintendent of Schools recommends that we make these Whittier repairs immediately. An order is attached and I recommend approval.

Please call if there are any questions.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf



# Haverhill

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

## MEMO

TO: James Fiorentini, Mayor  
FROM: Charles Benevento  
SUBJECT: Funding Whittier School Repairs  
DATE: August 2, 2019  
CC:

Attached are the orders that would fund the listed repairs for the J.G Whittier school.

The funding sources are:

\$500,000	Bonding
\$100,000	Current account for these repairs (fund 3319795)
\$100,000	Transfer from the Bond Premium account (per Capital Plan)
\$50,000	Transfer from the Capital Budget (per Capital Plan)

**City of Haverhill Emergency Waiver Request  
Whittier School Repairs  
Additional Information**

Presented below in italics is additional information relative to the City of Haverhill's Emergency Waiver Request (EWR) submitted on July 30, 2019 for emergency repairs to the Whittier School. As requested, the information has been provided in the format shown on DCAMM's website.

1. Whether the awarding authority is seeking a waiver of the bidding requirements of G.L. c.149, §44A(4), and/or the advertising requirements of G.L. c.149, §44J(6);

*As stated in the original EWR, the City of Haverhill is seeking a waiver of both requirements.*

2. The nature of the extreme emergency and how it creates an immediate threat to the health or safety of people or property;

*The building is heated by a gas fired boiler system dating back to the original construction of the school (circa 1957). The boilers distribute steam to a variety of heating elements located throughout the building via insulated supply/return piping. During this past school year, the piping system experienced several failures; resulting in structural damage to the roof decking and laminated beams within the locker room areas of the building as well as significant water leakage to the boiler room through a pipe penetration. Because of the structural damage to the roof and beams, and as a safety precaution, access to the locker rooms was immediately restricted following the pipe failure. In addition, temporary shoring was installed (see photos attached) until permanent repairs could be implemented.*

*However, since these failures occurred in the middle of the school year, and the heating season extended well into the month of May due to cold, wet weather conditions this spring, the investigation and repair of the system was delayed. Further, in consideration of the age of the system, the City thought it would be prudent to conduct an overall assessment of the building and its needs. To this end, the City retained the services of Russo Barr Associates working together with BLW Engineers to conduct a HVAC, Plumbing, and Structural Assessment of the Whittier School.*

*During the assessment (months of April through June), the City determined that the existing steam piping was insulated with materials containing asbestos, and therefore, provisions for asbestos abatement would be required prior to its repair/replacement. Subsequently, the City initiated planning for the removal and disposal of the material in a phased-approach based on the layout and configuration of the existing steam piping. Following this approach, it was anticipated that a plumbing contractor could start to make repairs to the steam piping once the first phase of asbestos abatement was completed. The work would then continue in this manner until the entire system (five different areas) was repaired. Unfortunately, by the time the City had developed preliminary plans, the window required for conducting a formal bid process and completing the work prior to the start of the next school year had already closed.*

*At roughly the same time, Russo Barr submitted its Assessment Report to the City on July 15, 2019. The report recommended replacement of the entire HVAC system for an estimated cost of approximately \$2.9M, and did not necessarily address the asbestos abatement or repair of the steam piping as an interim measure. It also recommended replacement of the deteriorated roof decking over the locker room areas and the repair/replacement of rotted wood beams as required. Finally, the report recommended rebuilding and repointing the existing chimney to repair cracks observed from the base of the chimney in the boiler room to the top above the roof (see photos attached). The latter work is necessary to prevent further deterioration and/or failure of the chimney.*

*Following review of the report, the recommendation to replace the existing HVAC system was quickly eliminated from consideration since the estimated cost would exceed the 30% threshold (repair cost vs. assessed value of building) and trigger building code upgrades to meet seismic, high wind, and*



snow load requirements as well as full compliance with applicable MAAB codes. It was at this point that the City determined it needed to implement emergency repairs to address both the heating and structural concerns with the school. Otherwise, the health and safety of the children and faculty in attendance at the school will be at risk.

3. How and when (date) the awarding authority became aware of the emergency situation;

*The response to Item 2 above provides a detailed description of the events leading up to the emergency situation.*

4. The proposed scope of work necessary to preserve the health or safety of persons or property for which the awarding authority is seeking an emergency waiver – include a statement that the scope of work described is the minimum work necessary to alleviate the emergency.

#### Asbestos Abatement

*The scope of work for this task includes the following major items:*

- a. *Furnishing all labor, material services, insurance, bonds, permits, and equipment necessary to remove and dispose of asbestos containing materials (ACMs) from the existing supply/return steam piping throughout the Whittier School Building.*
- b. *Installing decontamination and ventilation systems required for personnel to conduct asbestos abatement work.*
- c. *Preparing work area for asbestos abatement by securing access from interior/exterior, sealing openings, laying down polyethylene sheeting, etc.*
- d. *Removing ACMs from proposed work areas, double wrapping in polyethylene sheeting/bags, sealing, and labeling for disposal as asbestos.*
- e. *Loading, transporting, and disposing of all ACM at an approved landfill in accordance with all local, state, and federal regulations.*
- f. *Cleaning up and restoring work area after clearance has been attained.*

#### Steam Piping Repairs

*The scope of work for this task includes the following major items:*

- a. *Furnishing all labor, material services, insurance, bonds, permits, and equipment necessary to repair the existing supply/return steam piping throughout the Whittier School Building.*
- b. *Identifying leaks in existing piping by visual inspection, air/pressure testing, or other means.*
- c. *Removing and replacing defective pipe sections with new pipe and transition couplings as required.*
- d. *Conducting combined pressure and leakage tests for all piping to demonstrate acceptance of repairs.*
- e. *Installing new PVC insulation on all steam piping.*

#### Rebuilding and Repointing of Existing Chimney

*The scope of work for this task includes the following major items:*

- a. *Furnishing all labor, material services, insurance, bonds, permits, and equipment necessary to rebuild and repoint the existing chimney from the base in the boiler room to the top above the roof of the Whittier School Building.*
- b. *Furnishing and installing a frame supported scaffold from the roof level to the top of the existing chimney as required.*
- c. *Demolishing the existing chimney and flue liner to a height approximately 4 feet above the roof level and then installing a new chimney cap.*
- d. *Repointing the remaining 4 feet of brick chimney on the roof as well as the CMU block chimney in the boiler room.*
- e. *Furnishing solid fill dumpsters for masonry debris.*
- f. *Removing and disposing of all debris material at an appropriate disposal site.*
- g. *Removing scaffold at the completion of all work.*

*Structural Repairs to Roof Decking and Laminated Beams*

*The scope of work for this task includes the following major items:*

- a. *Furnishing all labor, material services, insurance, bonds, permits, and equipment necessary to replace the deteriorated roof decking above the locker room areas and to repair/replace rotted wood beams as required.*
- b. *Removing and replacing the roofing above the existing locker room areas to facilitate the repair of the roof decking and wood beams below.*
- c. *Removing deteriorated sections of roof decking as required and installing new decking.*
- d. *Repairing and/or replacing rotted wood beam sections as required.*
- e. *Furnishing solid fill dumpsters for roofing debris.*
- f. *Removing and disposing of all debris material at an appropriate disposal site.*

5. *Why the time requirements involved in the standard bidding process will not suffice;*

*The time requirements involved in the standard bidding process would prohibit the City from completing any of the asbestos abatement work prior to the start of the new school year on August 26, 2019. Consequently, the work would then have to be performed at night or on weekends, and would likely take longer to complete. This would also delay the start of repairs to the steam piping which needs to be completed by the beginning of October when the heating season generally begins. More importantly, due to the health and safety concerns associated with performing asbestos abatement, the City believes it is in the best interest of the staff and children attending the school to perform the work as soon as practical, and if necessary, to delay the opening of school until the work can be completed in the safest and most efficient manner.*

6. *To the extent a bid solicitation process is possible, explain that process to be used (maximizing competition - minimum 3 competitive prices); if a bid solicitation process is not possible or cannot meet the minimum standard, then explain why.*

The City intends to solicit quotes from a minimum of three contractors that regularly perform the work outlined for each task in Item 4 above. This will be accomplished by preparing a Request for Quote (RFQ) for each task consisting of a written summary of the work, construction details and technical specifications, lump sum and/or unit price bid form, and any miscellaneous requirements such as prevailing wage law, bonding requirements, and DCAMM contractor certification requirements. The RFQs will then be sent to a minimum of three contractors in each category of work (i.e., asbestos abatement, plumbing, masonry, and roofing). Prospective bidders will be provided with a minimum of five days to submit a price quote, and the City will award the work to the lowest responsible bidder.

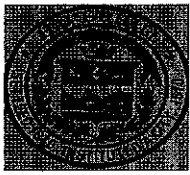
7. The approximate dollar value of the emergency scope of work; and

Following is a breakdown of the estimated cost for the emergency repairs:

<i>Task</i>	<i>Estimated Cost</i>
<i>Asbestos Abatement</i>	<i>\$275,000</i>
<i>Steam Piping Repairs</i>	<i>\$195,000</i>
<i>Rebuilding and Repointing of Existing Chimney</i>	<i>\$220,000</i>
<i>Structural Repairs to Roof Decking and Laminated Beams</i>	<i>\$60,000</i>
<i>Total</i>	<i>\$750,000</i>

8. A statement that the awarding authority acknowledges that the prevailing wage law (all projects), bonding requirements (all projects over \$25,000) and the DCAMM contractor certification requirements (building projects over \$150,000) apply to emergency projects.

*As stated in the original EWR, the City of Haverhill acknowledges that the aforementioned requirements apply to all emergency work granted under the waiver request.*



Document

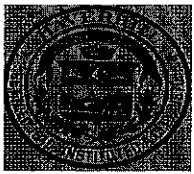
CITY OF HAVERHILL

In Municipal Council

5.1.1

ORDERED: That the City appropriates Five Hundred Thousand Dollars (\$500,000) to pay costs of Asbestos removal and other repairs at the J. G. Whittier, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under M.G.L. c. 44 any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.



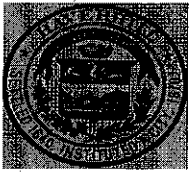
Document  
CITY OF HAVERHILL

In Municipal Council

5102

Ordered:

That the sum of \$100,000 be appropriated from Bond Premium revolving account and transferred to J.G. Whittier repairs Capital account .



Document  
CITY OF HAVERHILL  
In Municipal Council

5113

Ordered:

That the sum of \$50,000 be transferred from the Capital Projects account to the following Capital Accounts:

Whittier School Repairs \$50,000

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL  
MASSACHUSETTS**

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August 2, 2019

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

RE: Salary Ordinance & MOA submission

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

Please find attached a Salary Ordinance and a Memorandum of Agreement (MOA) between the City of Haverhill and the Teamsters Water Department Group. I recommend approval.

Very truly yours,

*James J. Fiorentini (LYF)*  
James J. Fiorentini  
Mayor

JJF/lyf

51211

Memorandum of Agreement  
Between  
THE CITY OF HAVERHILL and  
THE WATER DEPARTMENT GROUP – Teamsters Local #170

**Two-year contract:**

July 1, 2017 to June 30, 2018  
July 1, 2018 to June 30, 2019

**Wages**

**Amend Article VII: WAGES**

1.75% salary increase effective 7-1-2017  
2% salary increase effective 7-1-2018

**Hours – Water Billing Office**

**Article VI: HOURS OF WORK & OVERTIME Section 1**

**Amend Water Office paragraph**

The work week for Office Staff shall increase from 35 hours per week to 40 hours per week. A new work schedule shall be determined and the increase in hours will not become effective until mutually agreed upon between the City and the Union.

**Professional Development**

**Article VII: WAGES Section 5**

**Amend 2<sup>nd</sup> paragraph as follows:**

Increase allowance amount from \$250 yearly to \$350 per year.

**Clothing Allowance**

**Article VII: WAGES Section 5**

**Amend 1<sup>st</sup> paragraph as follows:**

Increase allowance amount from \$500 yearly to \$600 per year. Remove the sentence: "This allowance shall be granted in cash."

**Differential**

**Article VI: HOURS OF WORK & OVERTIME**

**Add new section as follows:**

A 10% differential will be paid for hours called in and worked in excess of 3 hours from 10pm to 7am, Sunday through Saturday, including Christmas Day.



**Comp hours**

**Article VII: WAGES**

**Add new section as follows:**

Employees may accrue comp hours up to a maximum of 32 hours on a calendar year basis. The Deputy DPW Director retains the ability to schedule and/or deny requests for usage if coverage is needed for the department.

**Holiday language**

**Amend Article VIII: HOLIDAYS**

**Add new paragraph to Section 1 regarding Christmas holiday hours:**

In each year where December 24<sup>th</sup> (Christmas Eve) falls on a regularly scheduled work day, employees will be released from work at 12:00pm (noon) and all released employees shall receive a full day's pay. If the 24<sup>th</sup> does not fall on a regularly scheduled work day, then the above does not apply. The employer reserves the right to require employees to work from 12pm (noon) to 4pm should there be an emergency as declared by the mayor. If the employer requires any employees to work from 12pm (noon) to 4pm on December 24<sup>th</sup>, said employee shall receive three hours of compensatory time to be used within the following 12 months.

**Agency fee language**

**Amend Article II: UNION SECURITY**

**Remove Sections 1-4 and in its place insert the following:**

All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing for the term of this Agreement subject to Section 1 below

Section I. Agency Shop Clause: Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Local Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

Membership in the Local Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and in Accordance with GL Chapter 150 E as amended equally without regards to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit.

Payment of dues for present employees shall commence thirty one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty one (31) days following the date of employment.

**DRIVE language**

**Amend Article II: UNION SECURITY**

**Add new Section 2. DRIVE with the following language:**

The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City of the amount designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The City shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf the deduction is made, the employee's social security number and the amount deducted from the employee's check.

Any official of the International or Local Union shall be permitted reasonable access to the City's premises for the purpose of discussing DRIVE participation on the premises provided such access shall not interfere with the conduct of the City's business.

**New England Teamsters Federal Credit Union language**

**Amend Article II: UNION SECURITY**

**Add new Section 3. Credit Union with the following language:**

The City agrees to deduct a certain specific amount each week from the wages of those employees who shall have given the City written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each month. The City shall not make deductions and shall not be responsible for remittance to the Credit Union for any deduction for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions. The Union agrees that it will indemnify and hold the City and its agents harmless from any claim, action, omission or proceeding by any employee arising from deductions made by the City under this Article.

It shall be the sole responsibility of the Credit Union/employee to provide the City with the information on deductions and will not hold the City responsible for any issues arising from information not being provided.

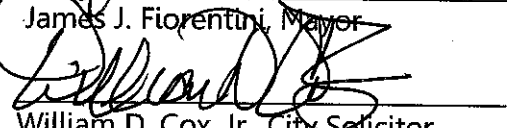
**Consolidated MOAs and contract**

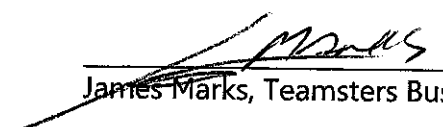
Integrated contract to be completed

All terms and conditions of the current CBA to remain in full force and effect. This agreement is subject to ratification by the Union and appropriation by the City Council.

Date: \_\_\_\_\_

  
James J. Fiorentini, Mayor

  
William D. Cox, Jr., City Solicitor

  
James Marks, Teamsters Business Agent

\_\_\_\_\_  
Shop Steward (Water Department Group)

TO: MAYOR JAMES J. FIORENTINI  
FROM: Denise McClanahan, HR Director  
DATE: 8/2/2019  
RE: COLLECTIVE BARGAINING FINANCIAL DISCLOSURE

NAME OF CONTRACT OR GROUP: Water Department Group  
CONTRACT PERIOD: July 1, 2017 to June 30, 2019

% INCREASE FOR EACH CONTRACT YEAR:

Year 1 1.75 % Year 2 2 % Year 3 n/a %

COST OF COLA FOR EACH FISCAL YEAR OF CONTRACT:

Year 1 – FY <u>18</u>	Cost amount	<u>\$13967</u>
Year 2 – FY <u>19</u>	Cost amount	<u>\$16242</u>
Year 3 – FY <u>n/a</u>	Cost amount	<u>-</u>

ADDITIONAL COSTS

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

Approx OT cost FY 18 -	\$2706
Approx OT cost FY 19 -	\$3147
Clothing Allowance increase FY 19 -	\$1600
Professional Development Allowance increase	\$600
Change in clerks hours	\$16073

What is the percentage increase that these extras add to the budget? \_\_\_\_\_

UNION CONCESSIONS: \_\_\_\_\_

TOTAL COST OF PROPOSED COLLECTIVE BARGAINING AGREEMENT: \_\_\_\_\_ \$

Total salary budget for this group: \_\_\_\_\_

Percent increase in salary budget: \_\_\_\_\_

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

What would be the effect? \_\_\_\_\_

Are there any other known implications to this contract? \_\_\_\_\_

Yes No

Funds are appropriated

☒ ☐

Where funds are located

Account #: 101.0000.1.0946.5101 – Salary Reserve

Yes No

Funds need appropriation by council

☐ ☒

Where funds to come from

Account #: Click or tap here to enter text.

\_\_\_\_\_  
Auditors Office

  
\_\_\_\_\_  
HR Dept

\_\_\_\_\_  
Department Head

①



DOCUMENT

File 10 days ✓

**CITY OF HAVERHILL**

In Municipal Council

5.2.2

**ORDERED:**

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
WATER GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 28-B of 2016 is hereby amended by the following:

EFFECTIVE 7/1/17 (CURRENT EMPLOYEES) 1.75%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
General Foreperson	\$ -	\$ 29.61	\$ 30.61				
P.W. Maintenance Craftsperson/Plumber Bkfl	\$ -	\$ 26.11	\$ 27.11				
P.W. Maintenance Craftsperson/Plumber	\$ 24.42	\$ 25.42	\$ 26.42				
Carpenter/Maintenance Person	\$ 24.42	\$ 25.42	\$ 26.42				
Meter Reader	\$ 21.60	\$ 22.59	\$ 23.60				
Water Meter Reader/Installer/Craftsperson	\$ 19.69	\$ 20.70	\$ 21.68				
Water Meter Repairman/Installer	\$ 19.69	\$ 20.70	\$ 21.68				
Motor Equipment Operator B&G	\$ 20.79	\$ 21.78	\$ 22.78				
P.W. Maintenance Person	\$ 20.06	\$ 21.06	\$ 22.06				
Water Meter Installer	\$ 18.92	\$ 19.91	\$ 20.90				
Laborer/Watchperson	\$ 18.92	\$ 19.91	\$ 20.90				
Water Meter Installer/Tester	\$ 18.92	\$ 19.91	\$ 20.90				
Water Meter Reader/Installer	\$ 18.92	\$ 19.91	\$ 20.90				
Head Account Clerk	\$ 673.62	\$ 693.90	\$ 713.18	\$ 733.84	\$ 755.12	\$ 777.08	\$ 815.92
Head Clerk (40 hours)	\$ 769.86	\$ 793.02	\$ 815.07	\$ 838.68	\$ 863.00	\$ 888.08	\$ 932.48
Office Account Clerk	\$ 707.30	\$ 728.60	\$ 748.83	\$ 770.53	\$ 792.88	\$ 815.92	\$ 856.88

EFFECTIVE 7/1/17 (EMPLOYEES HIRED AFTER 7/1/10) 1.75%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
General Foreperson	\$ -	\$ 28.74	\$ 29.72				
P.W. Maintenance Craftsperson/Plumber Bkfl	\$ -	\$ 25.34	\$ 26.32				
P.W. Maintenance Craftsperson/Plumber	\$ 23.71	\$ 24.68	\$ 25.65				
Carpenter/Maintenance Person	\$ 23.71	\$ 24.68	\$ 25.65				
Meter Reader	\$ 20.97	\$ 21.93	\$ 22.91				
Water Meter Reader/Installer/Craftsperson	\$ 19.12	\$ 20.09	\$ 21.06				
Water Meter Repairman/Installer	\$ 19.12	\$ 20.09	\$ 21.06				
Motor Equipment Operator B&G	\$ 20.18	\$ 21.15	\$ 22.11				
P.W. Maintenance Person	\$ 19.48	\$ 20.45	\$ 21.42				
Water Meter Installer	\$ 18.37	\$ 19.32	\$ 20.30				
Laborer/Watchperson	\$ 18.37	\$ 19.32	\$ 20.30				
Water Meter Installer/Tester	\$ 18.37	\$ 19.32	\$ 20.30				
Water Meter Reader/Installer	\$ 18.37	\$ 19.32	\$ 20.30				
Head Account Clerk	\$ 654.01	\$ 673.69	\$ 692.41	\$ 712.46	\$ 733.12	\$ 754.44	\$ 792.16
Head Clerk (40 hours)	\$ 747.44	\$ 769.92	\$ 791.32	\$ 814.24	\$ 837.87	\$ 862.20	\$ 905.32
Office Account Clerk	\$ 686.70	\$ 707.38	\$ 727.02	\$ 748.09	\$ 769.79	\$ 792.16	\$ 831.76



EFFECTIVE 7/1/18 (CURRENT EMPLOYEES) 2%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
General Foreperson	\$ -	\$ 30.20	\$ 31.22	\$ 32.22			
P.W. Maintenance Craftsperson/Plumber Bkfl	\$ -	\$ 26.63	\$ 27.65	\$ 28.65			
P.W. Maintenance Craftsperson/Plumber	\$ 24.91	\$ 25.93	\$ 26.94	\$ 27.94			
Carpenter/Maintenance Person	\$ 24.91	\$ 25.93	\$ 26.94	\$ 27.97			
Meter Reader	\$ 22.03	\$ 23.05	\$ 24.07	\$ 25.07			
Water Meter Reader/Installer/Craftsperson	\$ 20.09	\$ 21.11	\$ 22.12	\$ 23.12			
Water Meter Repairman/Installer	\$ 20.09	\$ 21.11	\$ 22.12	\$ 23.12			
Motor Equipment Operator B&G	\$ 21.20	\$ 22.22	\$ 23.23	\$ 24.23			
P.W. Maintenance Person	\$ 20.46	\$ 21.48	\$ 22.50	\$ 23.50			
Water Meter Installer	\$ 19.30	\$ 20.31	\$ 21.32	\$ 22.32			
Laborer/Watchperson	\$ 19.30	\$ 20.31	\$ 21.32	\$ 22.32			
Water Meter Installer/Tester	\$ 19.30	\$ 20.31	\$ 21.32	\$ 22.32			
Water Meter Reader/Installer	\$ 19.30	\$ 20.31	\$ 21.32	\$ 22.32			
Head Account Clerk	\$ 687.10	\$ 707.78	\$ 727.45	\$ 748.52	\$ 770.22	\$ 792.62	\$ 832.24
Head Clerk (40 hours)	\$ 785.25	\$ 808.88	\$ 831.37	\$ 855.45	\$ 880.26	\$ 905.84	\$ 951.13
Office Account Clerk	\$ 721.45	\$ 743.17	\$ 763.81	\$ 785.94	\$ 808.74	\$ 832.24	\$ 874.01

EFFECTIVE 7/1/18 (EMPLOYEES HIRED AFTER 7/1/10) 2%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
General Foreperson	\$ -	\$ 29.32	\$ 30.31	\$ 31.31			
P.W. Maintenance Craftsperson/Plumber Bkfl	\$ -	\$ 25.85	\$ 26.84	\$ 27.84			
P.W. Maintenance Craftsperson/Plumber	\$ 24.18	\$ 25.18	\$ 26.16	\$ 27.16			
Carpenter/Maintenance Person	\$ 24.18	\$ 25.18	\$ 26.16	\$ 27.16			
Meter Reader	\$ 21.39	\$ 22.37	\$ 23.37	\$ 24.37			
Water Meter Reader/Installer/Craftsperson	\$ 19.50	\$ 20.49	\$ 21.48	\$ 22.48			
Water Meter Repairman/Installer	\$ 19.50	\$ 20.49	\$ 21.48	\$ 22.48			
Motor Equipment Operator B&G	\$ 20.58	\$ 21.58	\$ 22.55	\$ 23.55			
P.W. Maintenance Person	\$ 19.87	\$ 20.86	\$ 21.85	\$ 22.85			
Water Meter Installer	\$ 18.74	\$ 19.71	\$ 20.70	\$ 21.70			
Laborer/Watchperson	\$ 18.74	\$ 19.71	\$ 20.70	\$ 21.70			
Water Meter Installer/Tester	\$ 18.74	\$ 19.71	\$ 20.70	\$ 21.70			
Water Meter Reader/Installer	\$ 18.74	\$ 19.71	\$ 20.70	\$ 21.70			
Head Account Clerk	\$ 667.09	\$ 687.16	\$ 706.26	\$ 726.71	\$ 747.79	\$ 769.53	\$ 808.00
Head Clerk (40 hours)	\$ 762.38	\$ 785.32	\$ 807.15	\$ 830.53	\$ 854.62	\$ 879.45	\$ 923.43
Office Account Clerk	\$ 700.44	\$ 721.53	\$ 741.56	\$ 763.05	\$ 785.19	\$ 808.00	\$ 848.39

**The hours of the Head Account Clerk positions in the Water Billing Office will increase from 35 hours per week to 40 hours per week. Hours change will become effective upon a mutually agreeable schedule between the city and the union. The salary will be as follows:**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Head Account Clerk (employees hired prior to 7/1/10)	\$ 785.25	\$ 808.88	\$ 831.37	\$ 855.45	\$ 880.26	\$ 905.84	\$ 951.13
Head Account Clerk (employees hired after 7/1/10)	\$ 762.38	\$ 785.32	\$ 807.15	\$ 830.53	\$ 854.62	\$ 879.45	\$ 923.43

3

**Amend Article VII: WAGES Section 5. Clothing Allowance:**

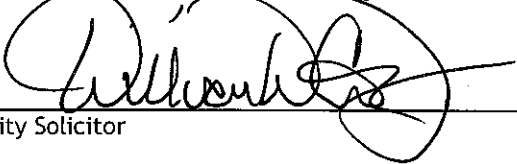
Paragraph 1: Increase clothing allowance from \$500 yearly to \$600 yearly. Remove the sentence: "This allowance shall be granted in cash."

Paragraph 2: Members who do not receive a clothing allowance shall receive a professional development allowance of \$350 yearly.  
(Clerical and Meter Reader position).

**Add to Article VI: HOURS OF WORK & OVERTIME**

Add new section as follows: A 10% differential will be paid for hours called in and worked in excess of 3 hours from 10pm to 7am, Sunday through Saturday, including Christmas Day.

Approved as to legality:

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



# Haverhill

Human Resources Department, Room 306

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

Denise McClanahan, HR Director – [dmcclanahan@cityofhaverhill.com](mailto:dmcclanahan@cityofhaverhill.com)

Sheila Pelczar, HR Technician – [spelczar@cityofhaverhill.com](mailto:spelczar@cityofhaverhill.com)

TO: Mayor James J. Fiorentini  
FROM: Denise McClanahan, HR Director  
DATE: August 2, 2019  
RE: Salary Ordinance & MOA submission

Attached please find the ordinance and Memorandum of Agreement for the Teamsters Water Department Group as a result of their recent negotiations. Please submit these documents to the next City Council meeting for action.

dIm



DOCUMENT 28-B

BACKUP  
REFERENCE ONLY  
611  
1 of 3

# CITY OF HAVERHILL

In Municipal Council March 22 2016

ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
WATER GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 82-E of 2013 is hereby amended by the following:

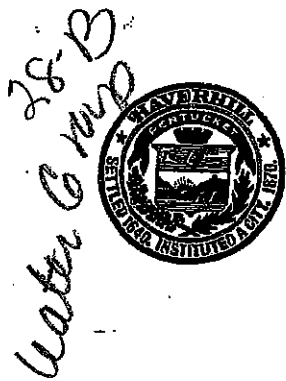
**EFFECTIVE 7/1/2014 1.5% (Current employees)**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
General Foreperson	\$ -	\$ 27.76	\$ 28.69				
P.W. Maintenance Craftsperson/Plumber Bkfl	\$ -	\$ 24.48	\$ 25.42				
P.W. Maintenance Craftsperson/Plumber	\$ 22.90	\$ 23.83	\$ 24.77				
Carpenter/Maintenance Person	\$ 22.90	\$ 23.83	\$ 24.77				
Meter Reader	\$ 20.25	\$ 21.18	\$ 22.13				
Water Meter Reader/Installer/Craftsperson	\$ 18.46	\$ 19.41	\$ 20.33				
Water Meter Repairman/Installer	\$ 18.46	\$ 19.41	\$ 20.33				
Motor Equipment Operator B&G	\$ 19.49	\$ 20.42	\$ 21.36				
P.W. Maintenance Person	\$ 18.81	\$ 19.74	\$ 20.69				
Water Meter Installer	\$ 17.74	\$ 18.67	\$ 19.60				
Laborer/Watchperson	\$ 17.74	\$ 18.67	\$ 19.60				
Water Meter Installer/Tester	\$ 17.74	\$ 18.67	\$ 19.60				
Water Meter Reader/Installer	\$ 17.74	\$ 18.67	\$ 19.60				
Head Account Clerk	\$ 631.56	\$ 650.57	\$ 668.65	\$ 688.02	\$ 707.97	\$ 728.56	\$ 764.98
Head Clerk (40 hours)	\$ 721.79	\$ 743.51	\$ 764.17	\$ 786.31	\$ 809.12	\$ 832.62	\$ 874.26
Office Account Clerk	\$ 663.14	\$ 683.11	\$ 702.08	\$ 722.42	\$ 743.38	\$ 764.98	\$ 803.37

**EFFECTIVE 7/1/2014 1.5% (Employees hired after 7/1/10)**

General Foreperson	\$ -	\$ 26.95	\$ 27.86				
P.W. Maintenance Craftsperson/Plumber Bkfl	\$ -	\$ 23.76	\$ 24.67				
P.W. Maintenance Craftsperson/Plumber	\$ 22.23	\$ 23.14	\$ 24.05				
Carpenter/Maintenance Person	\$ 22.23	\$ 23.14	\$ 24.05				
Meter Reader	\$ 19.66	\$ 20.56	\$ 21.48				
Water Meter Reader/Installer/Craftsperson	\$ 17.92	\$ 18.84	\$ 19.74				
Water Meter Repairman/Installer	\$ 17.92	\$ 18.84	\$ 19.74				
Motor Equipment Operator B&G	\$ 18.92	\$ 19.83	\$ 20.73				
P.W. Maintenance Person	\$ 18.26	\$ 19.17	\$ 20.09				
Water Meter Installer	\$ 17.22	\$ 18.12	\$ 19.03				
Laborer/Watchperson	\$ 17.22	\$ 18.12	\$ 19.03				
Water Meter Installer/Tester	\$ 17.22	\$ 18.12	\$ 19.03				
Water Meter Reader/Installer	\$ 17.22	\$ 18.12	\$ 19.03				
Head Account Clerk	\$ 613.17	\$ 631.62	\$ 649.17	\$ 667.97	\$ 687.35	\$ 707.33	\$ 742.70
Head Clerk (40 hours)	\$ 700.77	\$ 721.85	\$ 741.91	\$ 763.40	\$ 785.55	\$ 808.37	\$ 848.79
Office Account Clerk	\$ 643.82	\$ 663.21	\$ 681.62	\$ 701.38	\$ 721.73	\$ 742.70	\$ 779.82





2 of 3

## CITY OF HAVERHILL

### EFFECTIVE 7/1/2015 1.5% (Current employees)

General Foreperson	\$ -	\$ 28.18	\$ 29.12				
P.W. Maintenance Craftsperson/Plumber Bkfl	\$ -	\$ 24.85	\$ 25.80				
P.W. Maintenance Craftsperson/Plumber	\$ 23.24	\$ 24.19	\$ 25.14				
Carpenter/Maintenance Person	\$ 23.24	\$ 24.19	\$ 25.14				
Meter Reader	\$ 20.55	\$ 21.50	\$ 22.46				
Water Meter Reader/Installer/Craftsperson	\$ 18.74	\$ 19.70	\$ 20.64				
Water Meter Repairman/Installer	\$ 18.74	\$ 19.70	\$ 20.64				
Motor Equipment Operator B&G	\$ 19.78	\$ 20.73	\$ 21.68				
P.W. Maintenance Person	\$ 19.09	\$ 20.04	\$ 21.00				
Water Meter Installer	\$ 18.01	\$ 18.95	\$ 19.89				
Laborer/Watchperson	\$ 18.01	\$ 18.95	\$ 19.89				
Water Meter Installer/Tester	\$ 18.01	\$ 18.95	\$ 19.89				
Water Meter Reader/Installer	\$ 18.01	\$ 18.95	\$ 19.89				
Head Account Clerk	\$ 641.04	\$ 660.33	\$ 678.68	\$ 698.34	\$ 718.59	\$ 739.49	\$ 776.45
Head Clerk (40 hours)	\$ 732.61	\$ 754.66	\$ 775.64	\$ 798.11	\$ 821.25	\$ 845.11	\$ 887.37
Office Account Clerk	\$ 673.09	\$ 693.35	\$ 712.61	\$ 733.25	\$ 754.53	\$ 776.45	\$ 815.42

### EFFECTIVE 7/1/2015 1.5% (Employees hired after 7/1/10)

General Foreperson	\$ -	\$ 27.35	\$ 28.28				
P.W. Maintenance Craftsperson/Plumber Bkfl	\$ -	\$ 24.12	\$ 25.04				
P.W. Maintenance Craftsperson/Plumber	\$ 22.56	\$ 23.49	\$ 24.41				
Carpenter/Maintenance Person	\$ 22.56	\$ 23.49	\$ 24.41				
Meter Reader	\$ 19.96	\$ 20.87	\$ 21.80				
Water Meter Reader/Installer/Craftsperson	\$ 18.19	\$ 19.12	\$ 20.04				
Water Meter Repairman/Installer	\$ 18.19	\$ 19.12	\$ 20.04				
Motor Equipment Operator B&G	\$ 19.20	\$ 20.13	\$ 21.04				
P.W. Maintenance Person	\$ 18.53	\$ 19.46	\$ 20.39				
Water Meter Installer	\$ 17.48	\$ 18.39	\$ 19.32				
Laborer/Watchperson	\$ 17.48	\$ 18.39	\$ 19.32				
Water Meter Installer/Tester	\$ 17.48	\$ 18.39	\$ 19.32				
Water Meter Reader/Installer	\$ 17.48	\$ 18.39	\$ 19.32				
Head Account Clerk	\$ 622.37	\$ 641.10	\$ 658.91	\$ 677.99	\$ 697.66	\$ 717.94	\$ 753.84
Head Clerk (40 hours)	\$ 711.28	\$ 732.68	\$ 753.04	\$ 774.85	\$ 797.33	\$ 820.49	\$ 861.53
Office Account Clerk	\$ 653.48	\$ 673.16	\$ 691.85	\$ 711.90	\$ 732.55	\$ 753.84	\$ 791.52

### EFFECTIVE 7/1/2016 1.75% (Current employees)

General Foreperson	\$ -	\$ 28.67	\$ 29.63				
P.W. Maintenance Craftsperson/Plumber Bkfl	\$ -	\$ 25.28	\$ 26.25				
P.W. Maintenance Craftsperson/Plumber	\$ 23.65	\$ 24.61	\$ 25.58				
Carpenter/Maintenance Person	\$ 23.65	\$ 24.61	\$ 25.58				
Meter Reader	\$ 20.91	\$ 21.88	\$ 22.85				

Water Corp



323

## CITY OF HAVERHILL

Water Meter Reader/Installer/Craftsperson	\$ 19.07	\$ 20.04	\$ 21.00				
Water Meter Repairman/Installer	\$ 19.07	\$ 20.04	\$ 21.00				
Motor Equipment Operator B&G	\$ 20.13	\$ 21.09	\$ 22.06				
P.W. Maintenance Person	\$ 19.42	\$ 20.39	\$ 21.36				
Water Meter Installer	\$ 18.32	\$ 19.28	\$ 20.24				
Laborer/Watchperson	\$ 18.32	\$ 19.28	\$ 20.24				
Water Meter Installer/Tester	\$ 18.32	\$ 19.28	\$ 20.24				
Water Meter Reader/Installer	\$ 18.32	\$ 19.28	\$ 20.24				
Head Account Clerk	\$ 652.26	\$ 671.89	\$ 690.56	\$ 710.56	\$ 731.17	\$ 752.43	\$ 790.04
Head Clerk (40 hours)	\$ 745.43	\$ 767.87	\$ 789.21	\$ 812.07	\$ 835.63	\$ 859.90	\$ 902.90
Office Account Clerk	\$ 684.87	\$ 705.49	\$ 725.08	\$ 746.08	\$ 767.73	\$ 790.04	\$ 829.69

### EFFECTIVE 7/1/2016 1.75% (Employees hired after 7/1/10)

General Foreperson	\$ -	\$ 27.83	\$ 28.77				
P.W. Maintenance Craftsperson/Plumber Bkfl	\$ -	\$ 24.54	\$ 25.48				
P.W. Maintenance Craftsperson/Plumber	\$ 22.96	\$ 23.90	\$ 24.83				
Carpenter/Maintenance Person	\$ 22.96	\$ 23.90	\$ 24.83				
Meter Reader	\$ 20.30	\$ 21.24	\$ 22.18				
Water Meter Reader/Installer/Craftsperson	\$ 18.51	\$ 19.46	\$ 20.39				
Water Meter Repairman/Installer	\$ 18.51	\$ 19.46	\$ 20.39				
Motor Equipment Operator B&G	\$ 19.54	\$ 20.48	\$ 21.41				
P.W. Maintenance Person	\$ 18.86	\$ 19.80	\$ 20.74				
Water Meter Installer	\$ 17.79	\$ 18.71	\$ 19.65				
Laborer/Watchperson	\$ 17.79	\$ 18.71	\$ 19.65				
Water Meter Installer/Tester	\$ 17.79	\$ 18.71	\$ 19.65				
Water Meter Reader/Installer	\$ 17.79	\$ 18.71	\$ 19.65				
Head Account Clerk	\$ 633.26	\$ 652.32	\$ 670.44	\$ 689.86	\$ 709.87	\$ 730.51	\$ 767.03
Head Clerk (40 hours)	\$ 723.73	\$ 745.50	\$ 766.22	\$ 788.41	\$ 811.29	\$ 834.85	\$ 876.60
Office Account Clerk	\$ 664.92	\$ 684.94	\$ 703.95	\$ 724.35	\$ 745.37	\$ 767.03	\$ 805.37

### Amend Article VII-Section 5. Clothing Allowance:

Increase allowance from \$400 yearly to \$500 yearly. For those members who do not receive a clothing allowance shall receive a professional development allowance of \$250 yearly. (Clerical and Meter Reader positions)

### Amend Article VII Section 8. Equipment Training Officer & Safety Advisor Classifications

Increase rate from \$.25 per hour to \$1.00 per hour. Union will be responsible for training of such individuals.

Approved as to legality:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk

Hearing July 23 2019

74

Questions contact Stefanie Steeves 978-725-1159

## PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

7/1

To the City Council  
Of Haverhill, Massachusetts

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

Crosby St. - National Grid to relocate existing pole 4 Crosby St. approximately 20 feet Northerly away from driveway of customer at 23 Crosby St.

Location approximately as shown on plan attached.

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

280/6688

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

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

IN CITY COUNCIL: June 18 2019  
VOTED: that COUNCIL HEARING BE HELD  
JULY 23 2019  
Attest:

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

IN CITY COUNCIL: July 23 2019  
POSTPONED TO AUGUST 6 2019  
Attest:

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

NATIONAL GRID  
BY

Engineering Department

*Dave Johnson/lla*

VERIZON NEW ENGLAND, INC.  
BY

\_\_\_\_\_  
Manager / Right of Way

# **nationalgrid**

June 11, 2019

City Council of Haverhill, Massachusetts

To Whom It May Concern:

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

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

Stefanie Steeves 978-725-1159

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

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

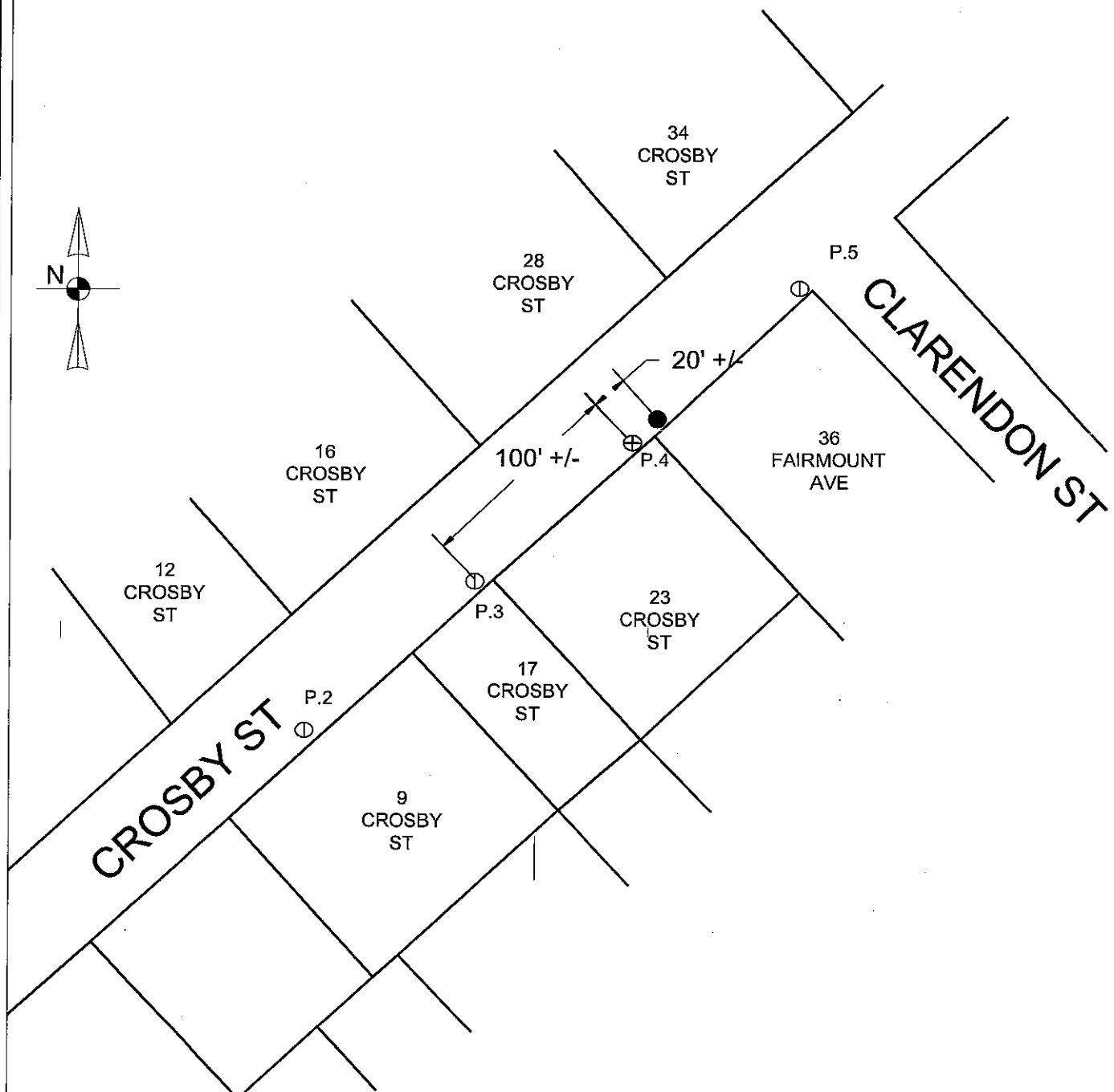
National Grid Contact: Lisa Ayres, 1101 Turnpike Street; North Andover, MA 01845  
978-725-1418

Very truly yours,

*Dave Johnson/lla*

Dave Johnson  
Supervisor, Distribution Design

Enclosures



### JOINTLY OWNED POLE PETITION

- |                        |                      |
|------------------------|----------------------|
| ⊙ J.O. POLE (EXISTING) | ● PROPOSED J.O. POLE |
| ⊕ POLE TO BE REMOVED   |                      |

Nationalgrid to replace Pole 4 with 40' class 2 and relocate approximately 20' northerly away from driveway at 23 Crosby St, Haverhill, MA

DISTANCES ARE APPROXIMATE

# nationalgrid

Date: 4/26/2019

WORK REQUEST: 28016688

To The: City Of Haverhill

For Proposed: Pole relocation Location: 23 Crosby St

Drawn By: S.Steeves

Haverhill

Questions contact – Stefanie Steeves 978-725-1159

**ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS**

To the City Council - Haverhill, Massachusetts

Notice having been given and public hearing held, as provided by law,

IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 29th day of April 2019.

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

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

**28016688** Filed with this order:

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

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

Crosby St. - National Grid to relocate existing pole 4 Crosby St. approximately 20 feet Northerly away from driveway of customer at 23 Crosby St.

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

I hereby certify that the foregoing order was adopted at a meeting of the

Of the City/Town of \_\_\_\_\_, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

City/Town Clerk.

20 \_\_\_\_\_

IN CITY COUNCIL: July 23 2019 \_\_\_\_\_ Massachusetts

POSTPONED TO AUGUST 6 2019

Attest:

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

74-B  
FOR HEARING JULY 23 2019

2/1/1

74-B

Received and entered in the records of location orders of the City/Town of  
 Book \_\_\_\_\_ Page \_\_\_\_\_

Attest:  
 City/Town Clerk

I hereby certify that on \_\_\_\_\_ 20 , at \_\_\_\_\_ o'clock, M  
 At \_\_\_\_\_ a public hearing was held on the petition of  
 NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and  
 that we mailed at least seven days before said hearing a written notice of the time and place of said  
 hearing to each of the owners of real estate (as determined by the last preceding assessment for  
 taxation) along the ways or parts of ways upon which the Company is permitted to erect  
 Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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

Board or Council of Town or City, Massachusetts

### CERTIFICATE

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

Attest:  
 City/Town Clerk

83  
Hearing August 6 2019

Questions contact – Stefanie Steeves 978-725-159

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

7.2

To the City Council of Haverhill Massachusetts

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

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

The following are the streets and highways referred to:

**28211827** Essex St. - National Grid proposes to install approximately 25 feet 1/0 3-1c SCU cable in customer installed 2-4 inch duct-bank from heavy duty HH B22 to 124 Washington St. in order to accommodate electric service upgrade at 124 Washington St., Haverhill MA.

Location approximately as shown on plan attached.

IN CITY COUNCIL: July 9 2019

VOTED: that CITY COUNCIL HEARING BE HELD AUGUST 6 2019

Attest:

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

NATIONAL GRID

BY Dave Johnson/lla  
Engineering Department



# **nationalgrid**

June 27, 2019

The City Council of Haverhill, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

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

Stefanie Steeves 978-725-1159

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

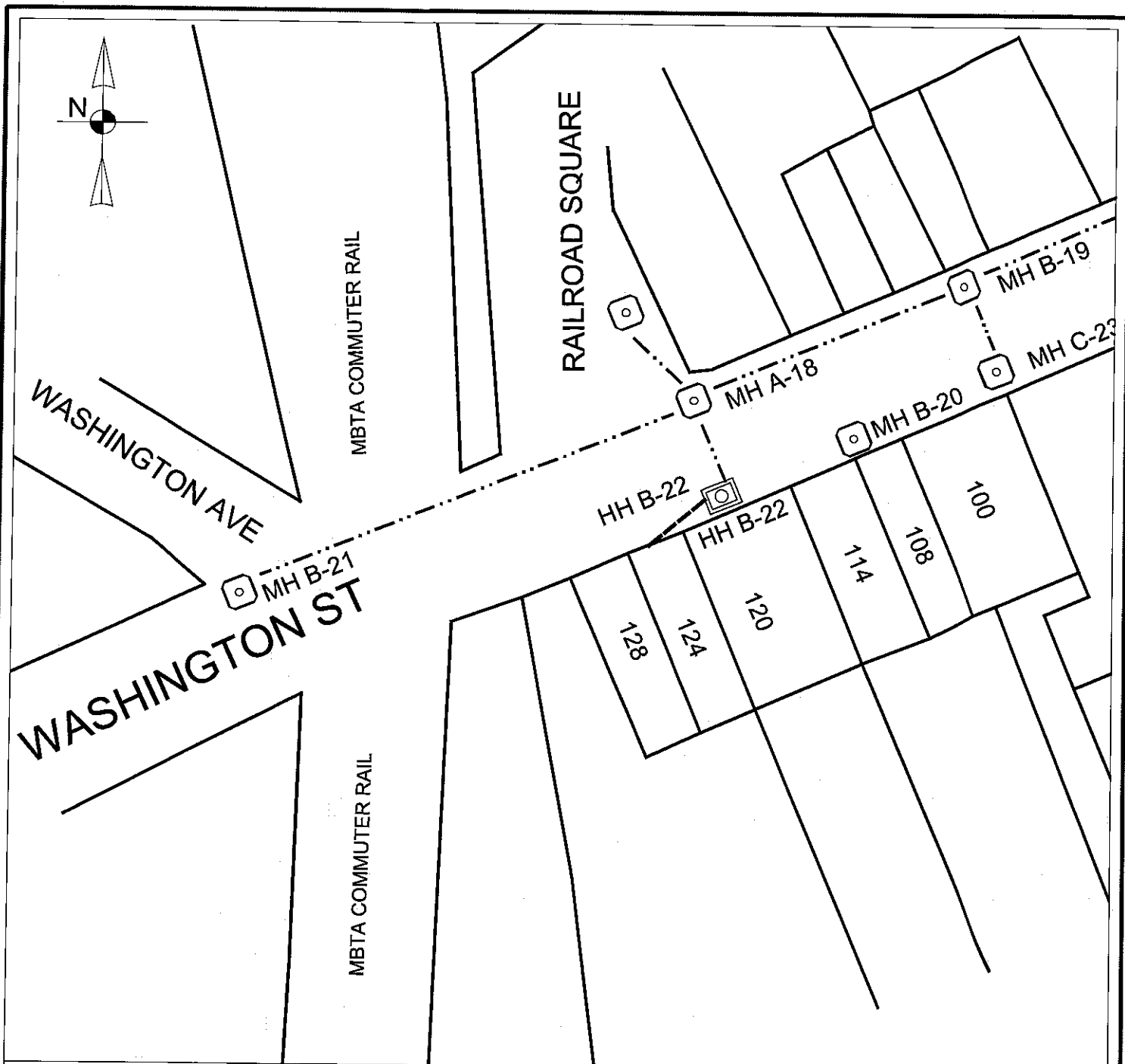
National Grid Contact: Lisa Ayres; 1101 Turnpike Street; North Andover, MA 01845; # 978-725-1418

Very truly yours,

*Dave Johnson/lla*

Dave Johnson  
Supervisor, Distribution Design

Enclosures



# **UNDERGROUND PETITION**

--- CONDUIT - EXISTING
--- PROPOSED CONDUIT 2-4"

**nationalgrid**

Nationalgrid proposes to install approximately 25' 1/0 3-1c SCU cable in customer installed 2-4" ductbank from heavy duty HH B22 to 124 Washington St in order to accomodate electric service upgrade at 124 Washington St, Haverhill, MA

Date: 6/25/2019

WORK REQUEST: WR 28211827

To The: City Of Haverhill

For Proposed: 2-4" conduits Location: Washington St

Drawn By: S Steeves

DISTANCES ARE APPROXIMATE

# CITY OF HAVERHILL



City Clerk's Office

Date: July 22 2019

To: "Abutters/Interested Party"      Electric Conduit Locations

Conduit      Location: Essex st - upgrade service at 124 Washington st

**Notice is hereby given under Ch 166 of MGL and amendments thereto, of the application to the City Council of**

**Applicant: NATIONAL GRID OF NORTH ANDOVER**

**for a location and its poles and wires thereon, and the necessary supporting and strengthening fixtures and wires in**

**Location: ESSEX ST - UPGRADE 124 WASHINGTON ST**

**Plan: 28211827 Questions: Stefanie Steeves 978-725-1159**

**and the Room 202 of the City Council, City Hall, and the**

**Date: AUGUST 6, 2019**

**Time: 7:00 pm**

**are the place and time fixed for hearing said company and all parties interested in said applications.**

**By order of the City Council**

**City Clerk**

83-B

Haverhill

7211

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 27th day of June 2019.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked -Essex St. - Haverhill, Massachusetts.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

**28211827** Essex St. - National Grid proposes to install approximately 25 feet 1/0 3-1c SCU cable in customer installed 2-4 inch duct-bank from heavy duty HH B22 to 124 Washington St. in order to accommodate electric service upgrade at 124 Washington St., Haverhill

I hereby certify that the foregoing order was adopted at a meeting of the .....  
....., held on the ..... day of ....., 20 .....

....., 20 .....

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

Attest:

.....

..... hereby certify that on .....20....., at ..... o'clock, ....M  
at ....., a public hearing was held on the petition of  
NATIONAL GRID for permission to construct the underground electric conduits described in the  
order herewith recorded, and that I mailed at least seven days before said hearing a written notice  
of the time and place of said hearing to each of the owners of real estate (as determined by the last  
preceding assessment for taxation) along the ways or parts of ways upon which the Company is  
permitted to construct the underground electric conduits under said order. And that thereupon said  
order was duly adopted.

.....

.....

.....

for hearing August 6 2019

*Phillips, Gerstein & Channen, LLP*

25 Kenoza Avenue ■ Haverhill, MA 01830

Tel: (978) 374-1131 ■ Fax: (978) 372-3086

www.pgclawoffice.com

Herbert P. Phillips (1933 - 2017)

Michael A. Gerstein

Russell S. Channen

Lora M. McSherry

Jane M. Owens Triano

#  
250.00

F11

June 13, 2019

2018 JUN 13 PM 1:00 PM / 1701770

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

Re: Petition for Special Permit  
By 20 Newcomb Street, LLC for the  
Premises located at 20 Newcomb Street  
Assessor's Plat: 202-37-5A; 202-37-9A and 202-37-9B

To the Members of the City Council:

Now comes the Applicant, 20 Newcomb Street, LLC and hereby petitions this Council for a Special Permit authorizing a multi-family use within the RU Zone and specifically to allow 20 Newcomb Street, LLC to create 13 efficiency units for non-profit housing (rental units) at the former Phoenix House located at 20 Newcomb Street, Haverhill, MA.

**HISTORY**

The City of Haverhill issued a Request for Proposal ("RFP") for the property at 20 Newcomb Street, Haverhill, Massachusetts. (hereinafter "the Property") On June 27, 2018, Atlantis Investments, LLC submitted its proposal stating that its proposed use development objective would be to "re-establish a habitable historic building without disruption to the City Hall. The existing structure will be restored to accommodate 13 efficiency units for non-profit housing. Atlantis Investments would grant the City of Haverhill a permanent easement and, therefore, no impact to the City Hall parking lot". Finally, Atlantis Investments agreed to pay \$600,000.00 for the Property.

On December 10, 2018, it was determined that Atlantis Investments' Request for Proposal as most advantageous for the City.

78  
On May 15, 2019, the Zoning Board of Appeals ("ZBA") granted the Applicant's Petition for a number of Variances, those being:

1. Lot Area of 23,812 where 25,000 square feet is required for Multi-Family use purpose;
2. Lot Density of 23,812 where 31,500 is required;
3. Side Yard of 9.4 where 20 feet is required;
4. Lot Depth of 85 feet where 100 feet is required;
5. Front Yard of 23.2 feet where 25 feet is required;
6. Rear Yard of 8.2 feet where 40 feet is required; and
7. Reduction for the minimum square feet for a single unit from 450 square feet to various undersized square feet units.

On May 17, 2019, while still within the ZBA appeal period, 20 Newcomb Street, LLC, managed by Jonathan Cody, took title to the Property paying \$600,000.00 to the City of Haverhill. The Deed was recorded at the Essex South District Registry of Deeds at Book 37519, Page 55.

20 Newcomb Street, LLC is now before this Council seeking a Special Permit allowing for multi-family use within an RU Zone.

Pursuant to Section 255-80(E), an Applicant,...[in applying for a special permit, need not demonstrate hardship since the basis for the action is of general benefit to the City as a whole. In granting a special permit, the Board, with due regard to the nature and condition of all adjacent structures and uses, and the district within which the same is located, shall require a number of conditions to be fulfilled:

Among those conditions are the following:

1. The requested use is essential or desirable to the public convenience or welfare;
2. The requested use will not impair the integrity or character of the district or adjoining zones, nor be detrimental to the health, morals or welfare and will be in conformity with the goals and policies of the Master Plan; and
3. The use requested is listed in Table of Use and Parking Regulations as a special permit in the district for which application is made.

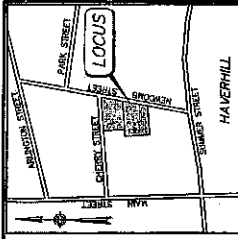
As noted above, the Standards for a Special Permit differ from an Application for Variance and as noted by the conditions listed above. If we were to just examine the 3 conditions above, which are most relevant to the Petition before this Council, my client would represent the following:

The current building is vacant, dilapidated and, frankly, an attractive nuisance. Allowing this Petition would result in a beautiful renovated property; result in much needed

"A"

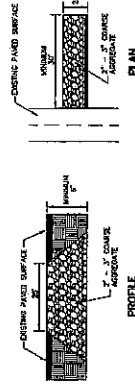
# CITY OF HAVERHILL PLANNING BOARD

DATE: \_\_\_\_\_



## STONE CONSTRUCTION ENTRANCE DESIGN NOTES

1. THE STONE USED FOR CONSTRUCTION SHALL BE A TYPE OF STONE THAT IS AVAILABLE IN THE AREA AND IS SUITABLE FOR THE PURPOSES OF THIS PROJECT.
2. THE STONE SHALL BE A TYPE OF STONE THAT IS AVAILABLE IN THE AREA AND IS SUITABLE FOR THE PURPOSES OF THIS PROJECT.
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5. THE STONE SHALL BE A TYPE OF STONE THAT IS AVAILABLE IN THE AREA AND IS SUITABLE FOR THE PURPOSES OF THIS PROJECT.



## STONE CONSTRUCTION ENTRANCE NOT TO SCALE

## CONSTRUCTION NOTES

1. ONLY THOSE PLANS APPROVED BY THE CITY OF HAVERHILL ARE TO BE USED FOR CONSTRUCTION.
2. IF ANY PART OF THIS DESIGN IS TO BE ALTERED IN ANY WAY, THE ENGINEER AS WELL AS THE APPLICANT'S AUTHORIZED REPRESENTATIVE SHALL BE NOTIFIED IN WRITING PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HAVERHILL AND THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT & PS) PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL MAINTAIN THE SITE AT THE END OF EACH WORK DAY.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
7. IF REQUIRED, CONSTRUCTION SHALL BE STOPPED AT THE END OF EACH WORK DAY.
8. ALL UNDESIRABLE MATERIALS REMOVED DURING THE COURSE OF WORK SHALL BE PROPERLY DISPOSED OFF-SITE.
9. DRAINAGE SHALL BE MAINTAINED WITHIN THE SITE AND SHALL NOT BE DISRUPTED.
10. UNLESS OTHERWISE NOTED, COMPACT ALL LAYERS TO MEET SPECIFIED PROVISIONS.

## UTILITY NOTES

1. THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHALL BE DETERMINED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HAVERHILL AND THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT & PS) PRIOR TO CONSTRUCTION.
2. NOT ALL EXISTING UTILITIES MAY BE SHOWN. IF IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ANY UTILITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HAVERHILL AND THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT & PS) PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL CALL 811 PRIOR TO CONSTRUCTION TO DETERMINE THE LOCATION OF ALL EXISTING UTILITIES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND SITE IMPROVEMENTS NOT TO BE REMOVED.
5. ALL UTILITIES SHALL BE MAINTAINED AT ALL TIMES. IF ANY UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING THEM.
6. METALLIC TRAP TAKE SHALL BE PLACED IN TRENCH WITH ALL PIPING.
7. CONSTRUCTION SHALL PROVIDE ADEQUATE BRACING AND SHORING OF ALL EXISTING UTILITIES IN ACCORDANCE WITH REQUIREMENTS OF ALL GOVERNING CODES AND REGULATIONS.
8. ALL BRACING SHALL BE MAINTAINED AT ALL TIMES.
9. ALL BRACING SHALL BE MAINTAINED AT ALL TIMES.



## SITE PLAN

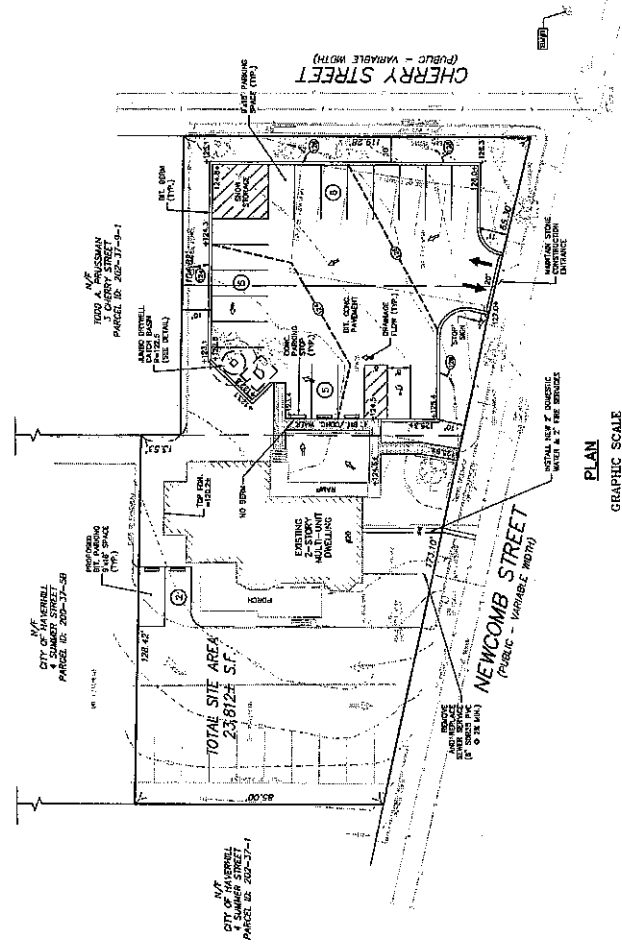
20 NEWCOMB STREET

HAVERHILL, MASSACHUSETTS  
PARCEL ID: 202-27-54, 9A & 9B

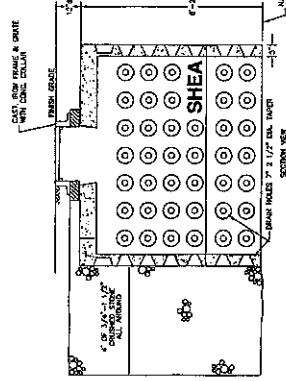
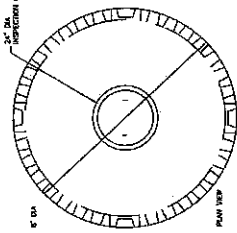
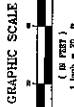
DATE: MARCH 7, 2018  
SCALE: 1"=20'

SHEET 2 OF 3

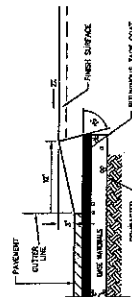
**LJR ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
234 Park Street • North Reading, MA 01864 • 978-664-8181



## PLAN

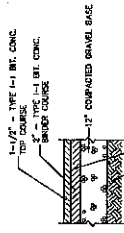


## JUMBO DRYWELL BASIN DETAIL NOT TO SCALE



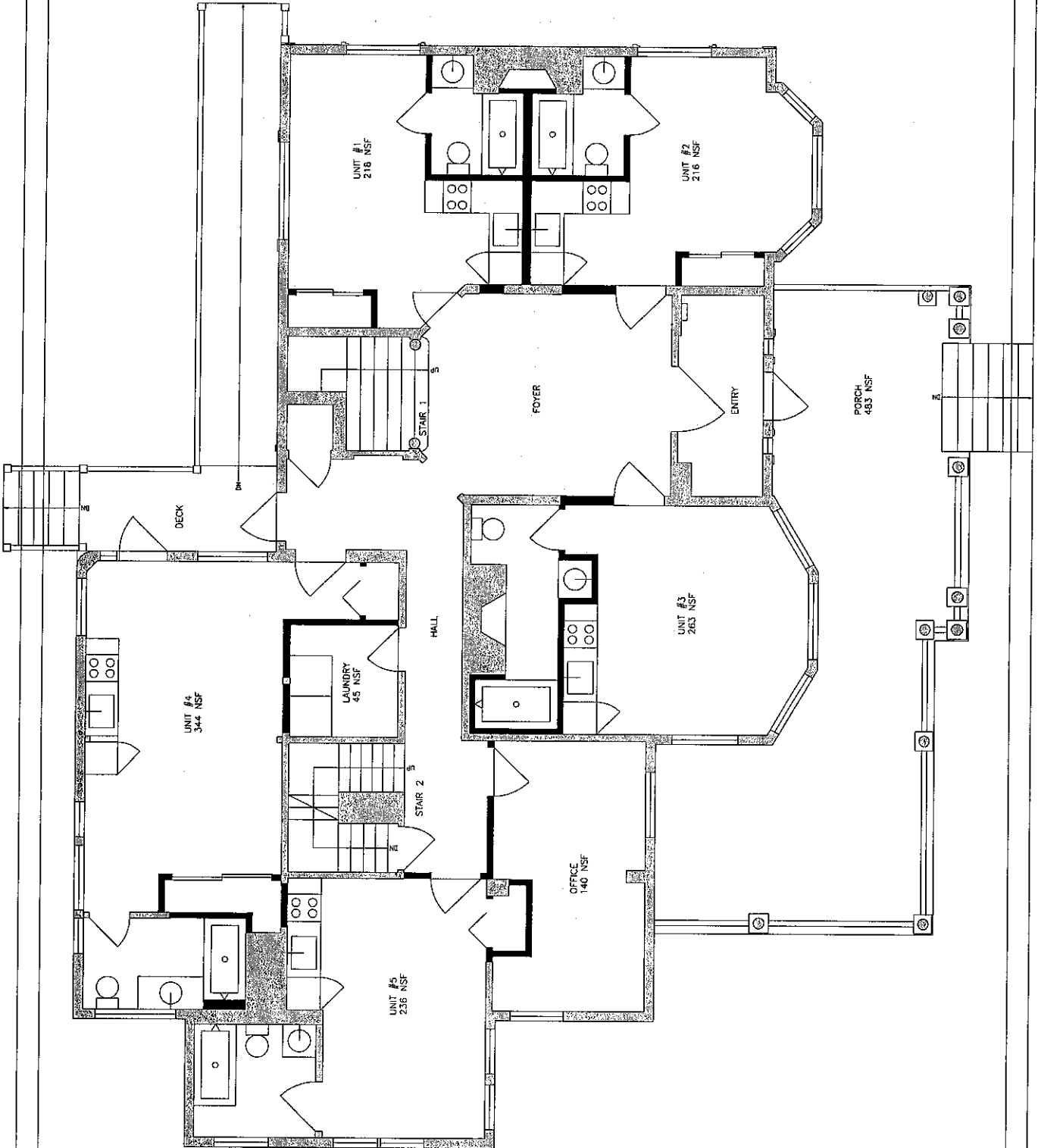
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General Notes

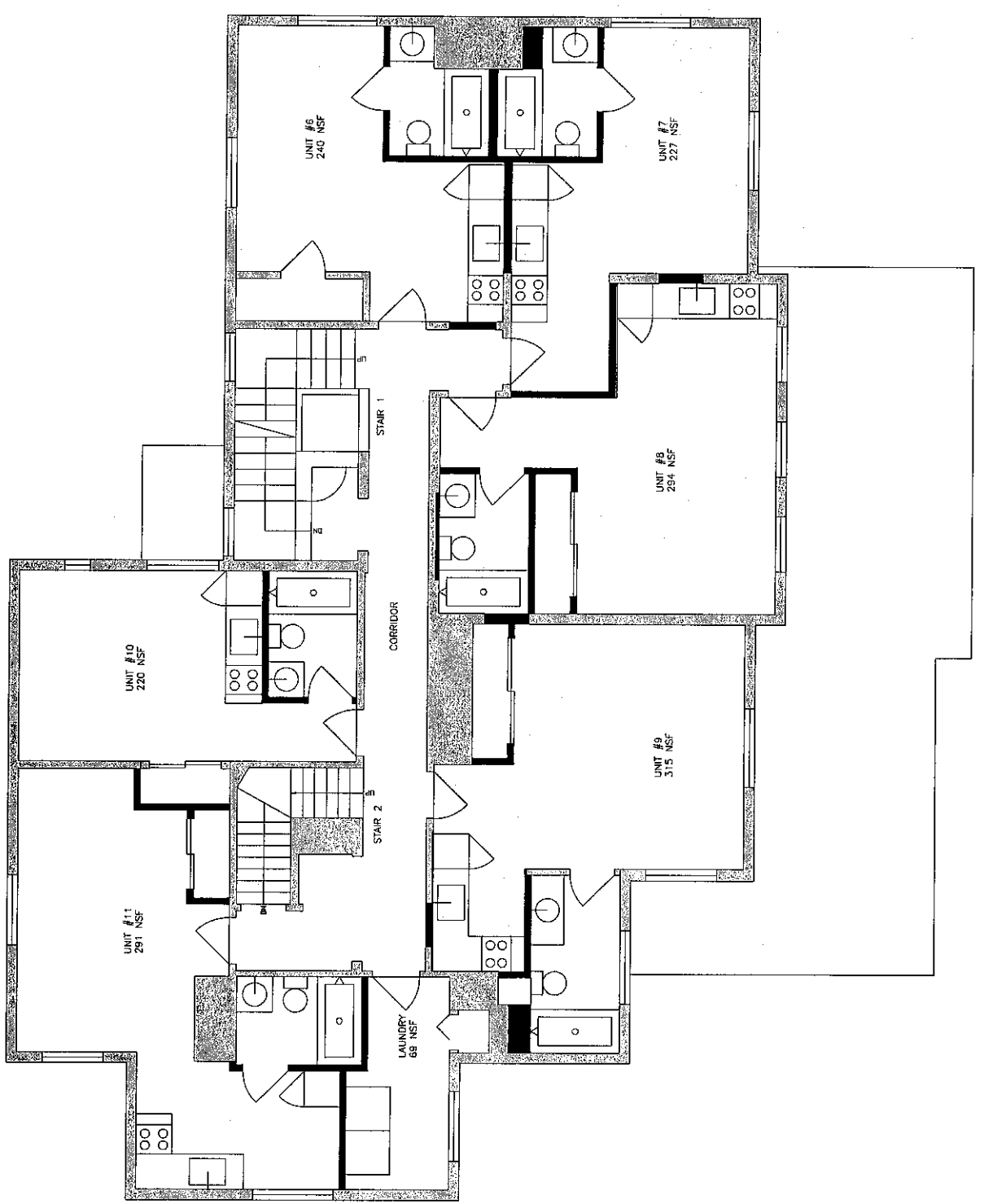
1. DRAWINGS ILLUSTRATE THE DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE BUILDING ONLY. APPEARANCE OF THE BUILDING SHALL BE THE RESPONSIBILITY OF THE OWNER.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE MASSACHUSETTS STATE BUILDING CODE, 780 CMR, AND ALL APPLICABLE LOCAL ORDINANCES.
3. APPLICABLE LAWS & REGULATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND NOT FOR THE CONSTRUCTION OF ANY STRUCTURE OR COMPONENTS.
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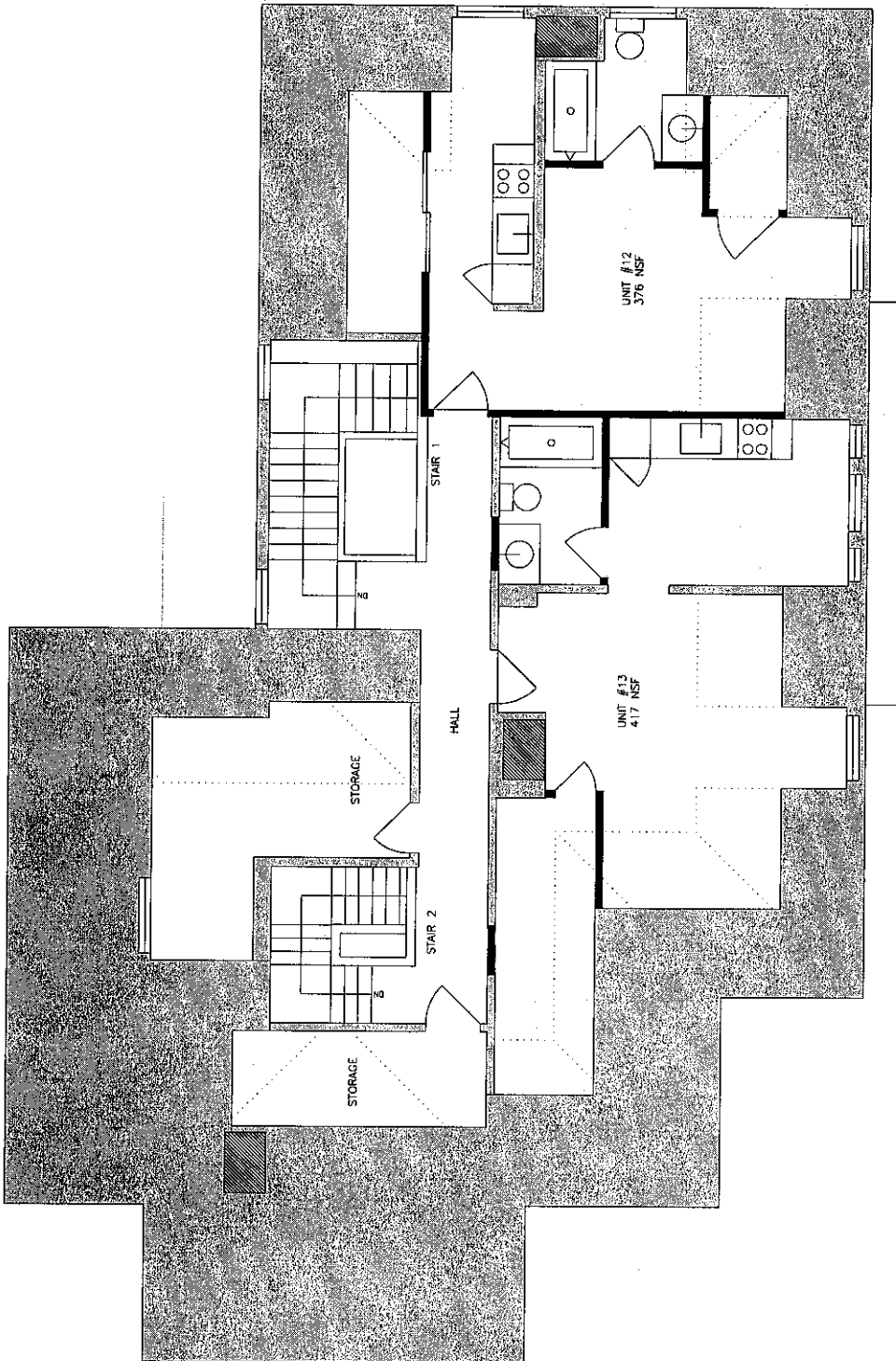


NICHOLAS PAOLUCCI, AIA  
45 WOODBURY DRIVE  
BOSTON, MA 02118  
NPA@MASSARCHITECT.COM  
401-316-3525

20 NEWCOMB STREET  
HAVERHILL, MA  
RENOVATION

Sheet	20 NEWCOMB ST	Proposed
Date	2-22-19	1st Floor Plan
Scale	1/8"=1'-0"	



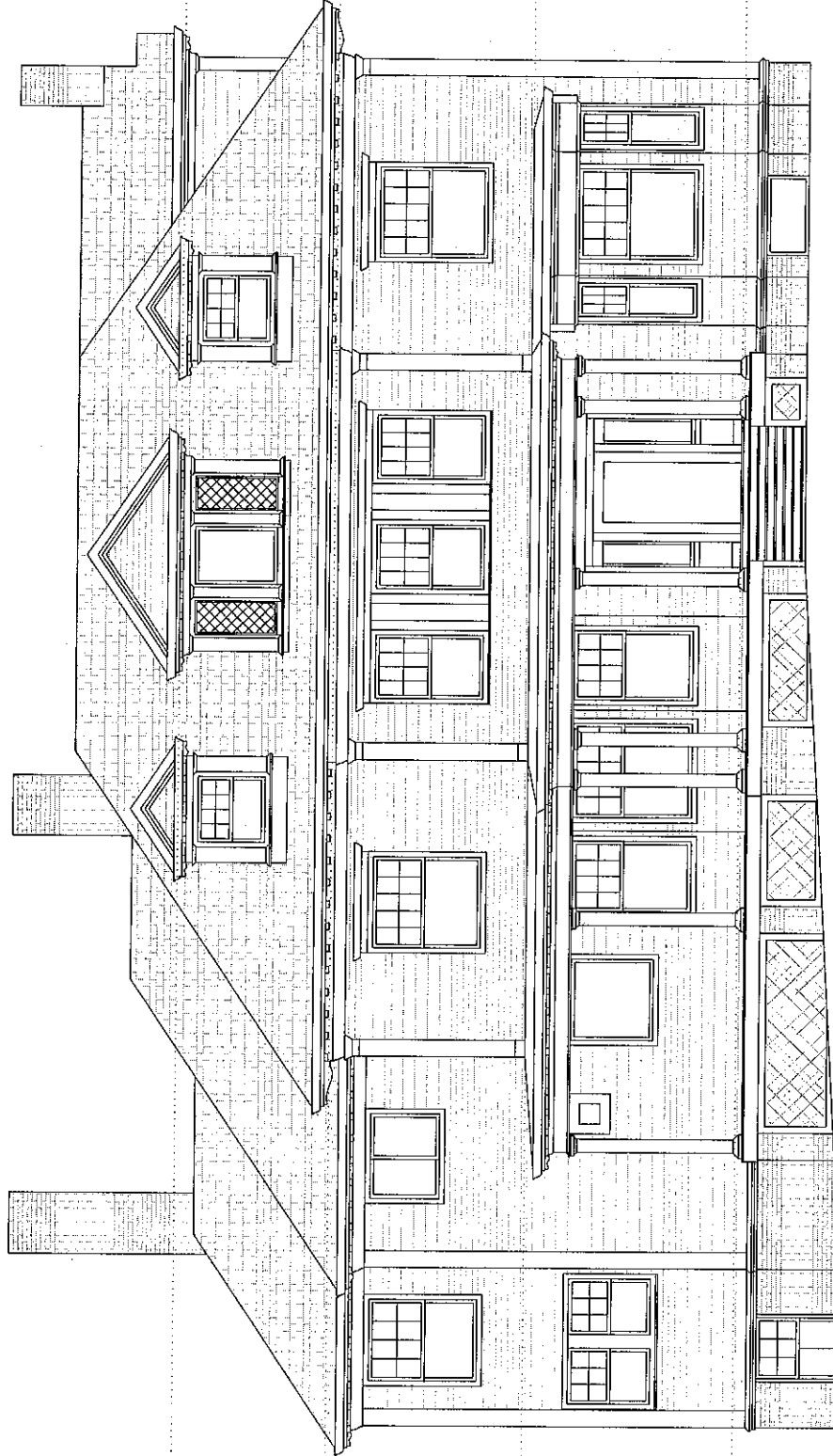


- General Notes**
1. DRAWINGS ILLUSTRATE THE DESIGN INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING IN ACCORDANCE WITH THE MASSACHUSETTS STATE BUILDING CODE, THE MASSACHUSETTS STATE BOARD OF BUILDING REGULATION, AND ALL APPLICABLE LAWS & REGULATIONS.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFY THE ARCHITECT OF ANY CHANGES TO THE DESIGN OR CONSTRUCTION.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND ADJACENT PROPERTIES.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BUILDING AND ITS CONTENTS DURING CONSTRUCTION.
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**MASS ARCHITECT**  
NICHOLAS PAOLUCCI, AIA  
45 WOODBURY DRIVE  
ROCKPORT, MA 01966  
PH: 508-831-1000  
WWW.MASSARCHITECT.COM

20 NEWCOMB STREET  
20 NEWCOMB STREET  
HAVERHILL, MA  
RENOVATION

20 NEWCOMB ST  
2-22-19  
PROPOSED  
3/8"=1'-0"  
FLOOR PLAN



- General Notes**
1. DRAWINGS ILLUSTRATE THE DESIGN INTENT OF THE BUILDING. THE APPEARANCE OF THE BUILDING SHALL BE THE RESPONSIBILITY OF THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE BUILDING'S APPEARANCE AND SHALL BE RESPONSIBLE FOR THE BUILDING'S APPEARANCE.
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**MASS**  
ARCHITECT

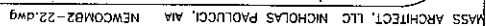
STUDIO: 222-222-2222  
TEL: 617-552-1234  
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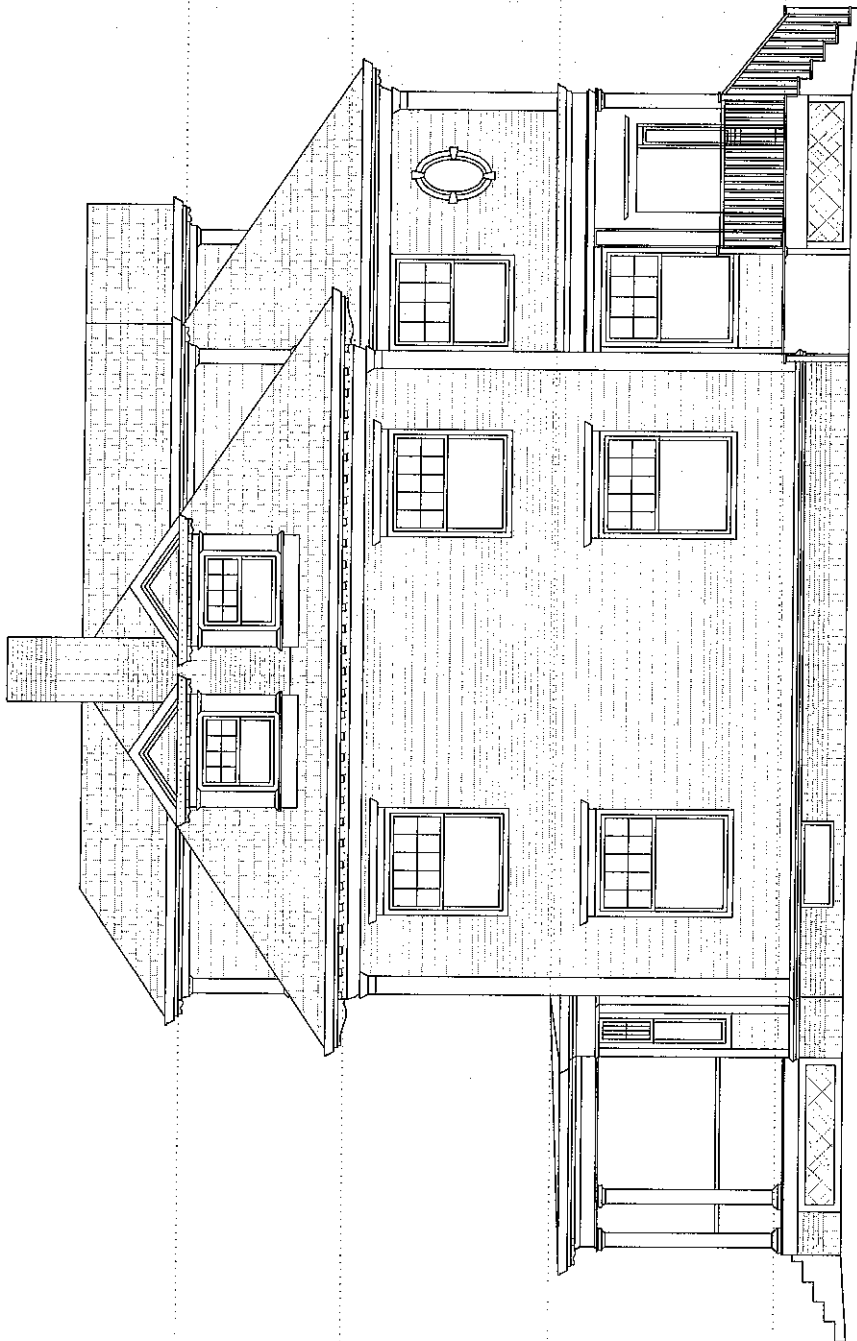
20 NEWCOMB STREET  
HAVERHILL, MA  
RENOVATION

Sheet: 20 NEWCOMB ST  
Date: 2-22-19  
Scale: 3/8"=1'-0"

A4  
SOUTH FRONT  
ELEVATION



- |   |
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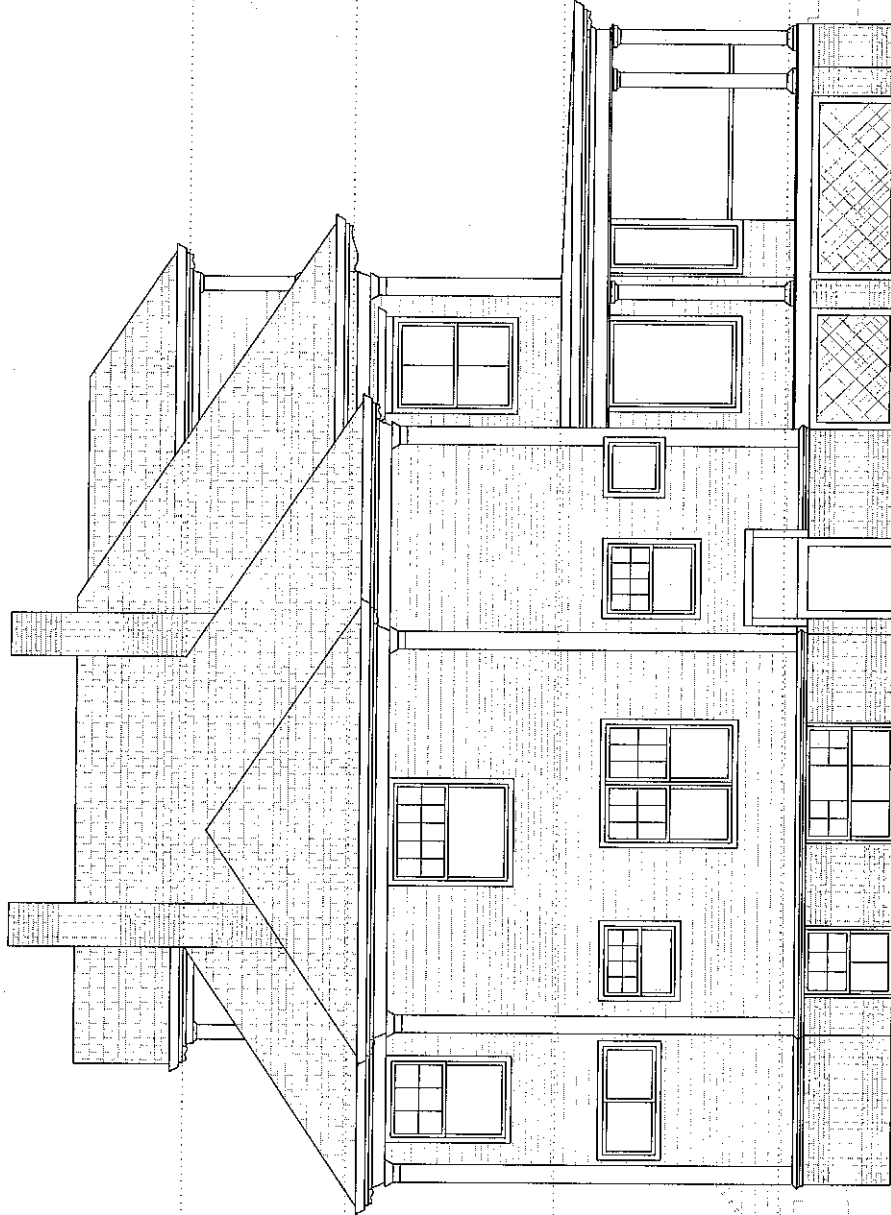


- General Notes**
1. DRAWINGS ILLUSTRATE THE DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING ALL EXISTING SITE CONDITIONS.
  2. THE DESIGN PROFESSIONAL'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, AND REPAIR OF THE BUILDING.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING ALL EXISTING SITE CONDITIONS.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, AND REPAIR OF THE BUILDING.
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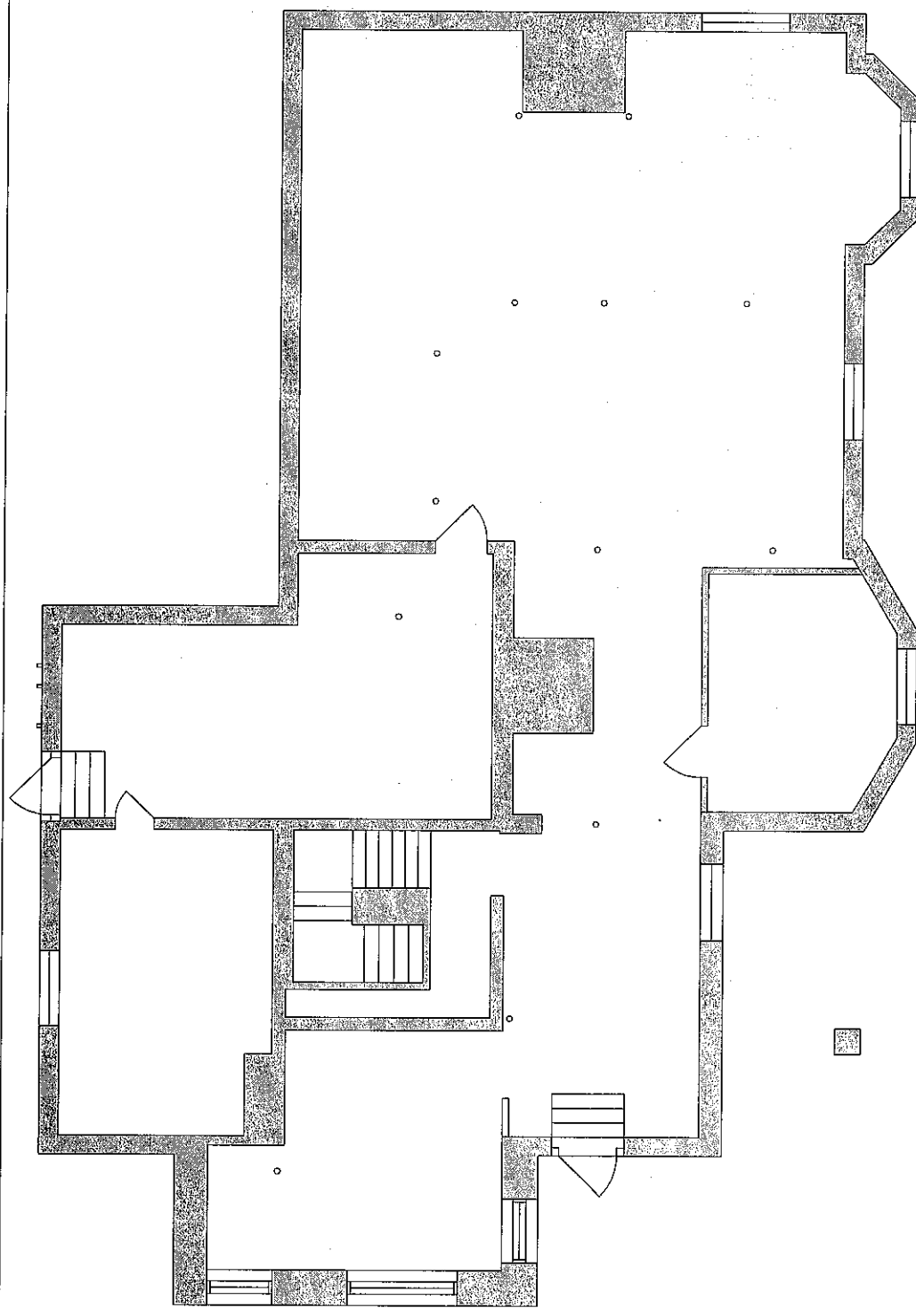
20 NEWCOMB STREET  
RICHMOND, VA  
RENOVATION

Sheet No. 20 of 20  
20 NEWCOMB ST  
2-22-19  
A6  
EAST SIDE  
ELEVATION  
3/8"=1'-0"



<p><b>MASS ARCHITECT</b> NICHOLAS PAOLUCCI, MA 45 WOODBURY DRIVE ROCKHILL, MA 01866 TEL: 978-686-1111 WWW.MASSARCHITECT.COM</p>		<p><b>20 NEWCOMB STREET</b> ROCKHILL, MA 01866 RENOVATION</p>	<p>Sheet: <b>A7</b> Date: <b>2-22-19</b> Scale: <b>3/8"=1'-0"</b> WEST SIDE ELEVATION</p>
<p><b>GENERAL NOTES:</b></p> <ol style="list-style-type: none"> <li>1. DRAWINGS ILLUSTRATE THE DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> <li>20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MASSACHUSETTS STATE BUILDING DEPARTMENT AND ALL LOCAL BUILDING DEPARTMENTS.</li> </ol>			





- General Notes
1. DRAWINGS EXISTENCE OF THE BUILDING ONLY. THE ARCHITECT HAS NO CONTROL OVER THE BUILDING OR THE BUILDING PROCESS. THE ARCHITECT HAS NO CONTROL OVER THE BUILDING OR THE BUILDING PROCESS.
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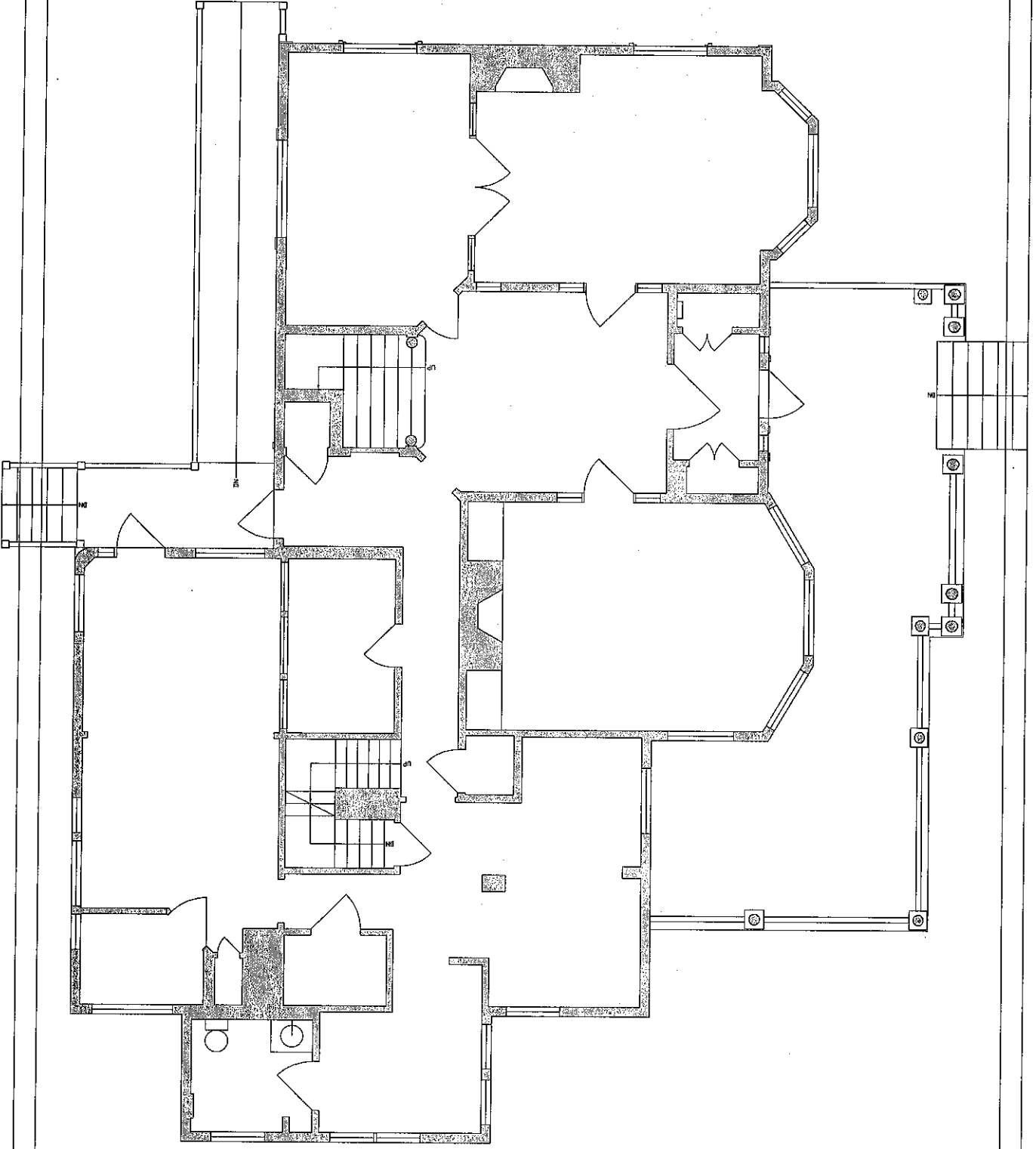
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20 NEWCOMB STREET  
20 NEWCOMB STREET  
BOSTON, MA  
RENOVATION

Project Name and Address  
20 NEWCOMB STREET  
BOSTON, MA  
RENOVATION

Scale: 3/8"=1'-0"  
Date: 2-22-19  
Sheet: 1 of 1  
FLOOR PLAN



General Notes

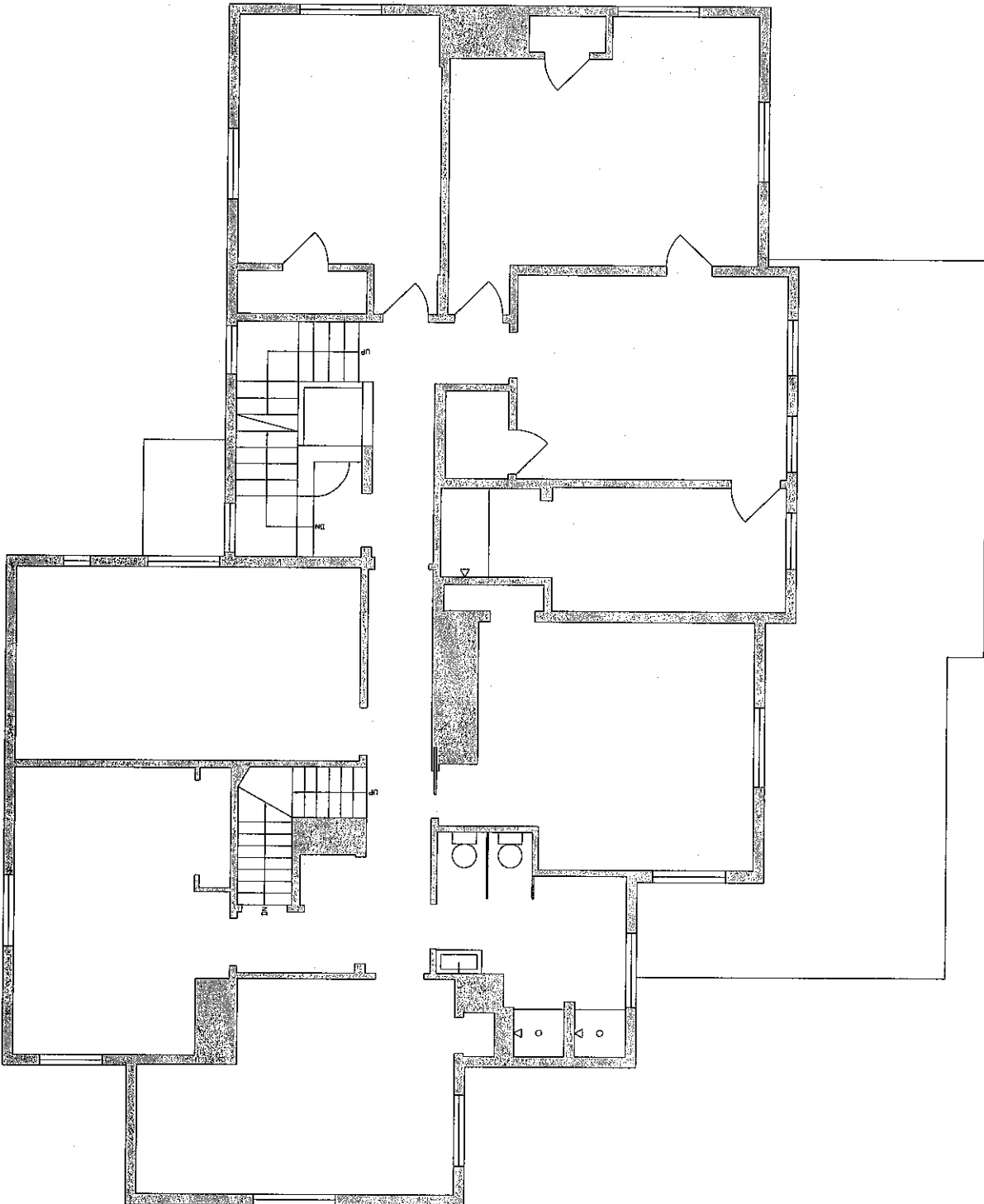
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20 NEWCOMB STREET  
20 NEWCOMB STREET  
ROSLINDALE, MA  
RENOVATION

Sheet	20 NEWCOMB ST
Date	2-22-19
Scale	3/8"=1'-0"
Project	EXISTING
Discipline	FLOOR PLAN



**General Notes**

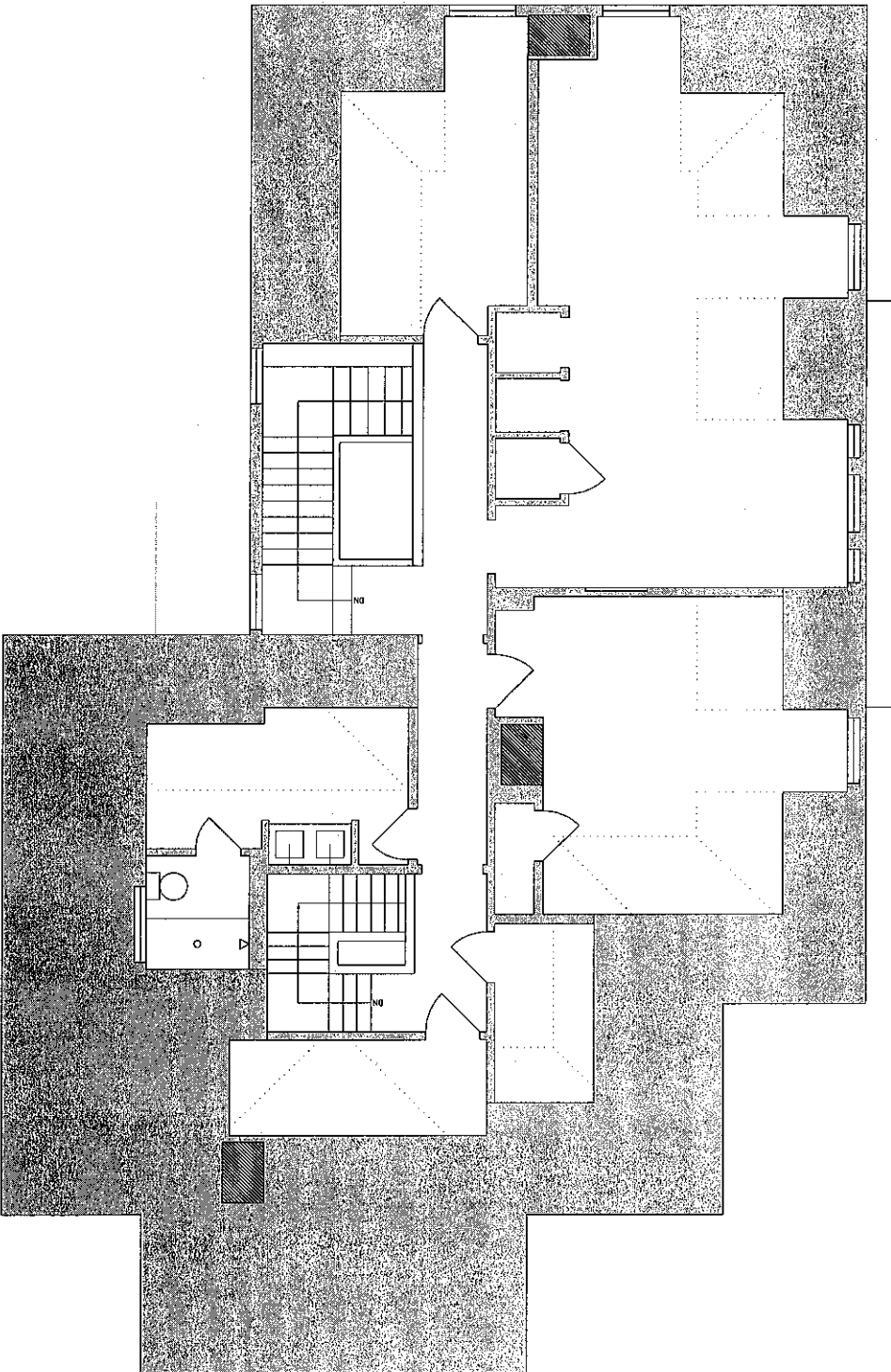
1. DRAWINGS ILLUSTRATE THE DESIGN WITHOUT CONSIDERING THE CONSTRUCTION OF THE BUILDING ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING.
2. THE USE, MISUSE OR ALTERATION OF THESE DRAWINGS BY ANY PARTY OTHER THAN THE ARCHITECT IS PROHIBITED. THE ARCHITECT ASSUMES NO LIABILITY FOR SUCH ACTIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT SHALL BE CONSULTED PRIOR TO THE SUBMITTAL OF ANY SUCH APPLICATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES REMAINING FROM THESE WORKS.
5. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR THE CONSTRUCTION OF THE BUILDING, INCLUDING THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES REMAINING FROM THESE WORKS.
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ARCHITECTS P.C.

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401-318-3525

**Project Name and Address**  
20 NEWCOMB STREET  
20 NEWCOMB STREET  
ROSLINDALE, MA  
RENOVATION

Sheet	20 NEWCOMB ST
Date	2-22-19
Scale	3/8"=1'-0"
Project	EXISTING FLOOR PLAN



**General Notes**

1. OWNER'S LIABILITY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL APPEARANCE OF THE BUILDING.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL APPEARANCE OF THE BUILDING.
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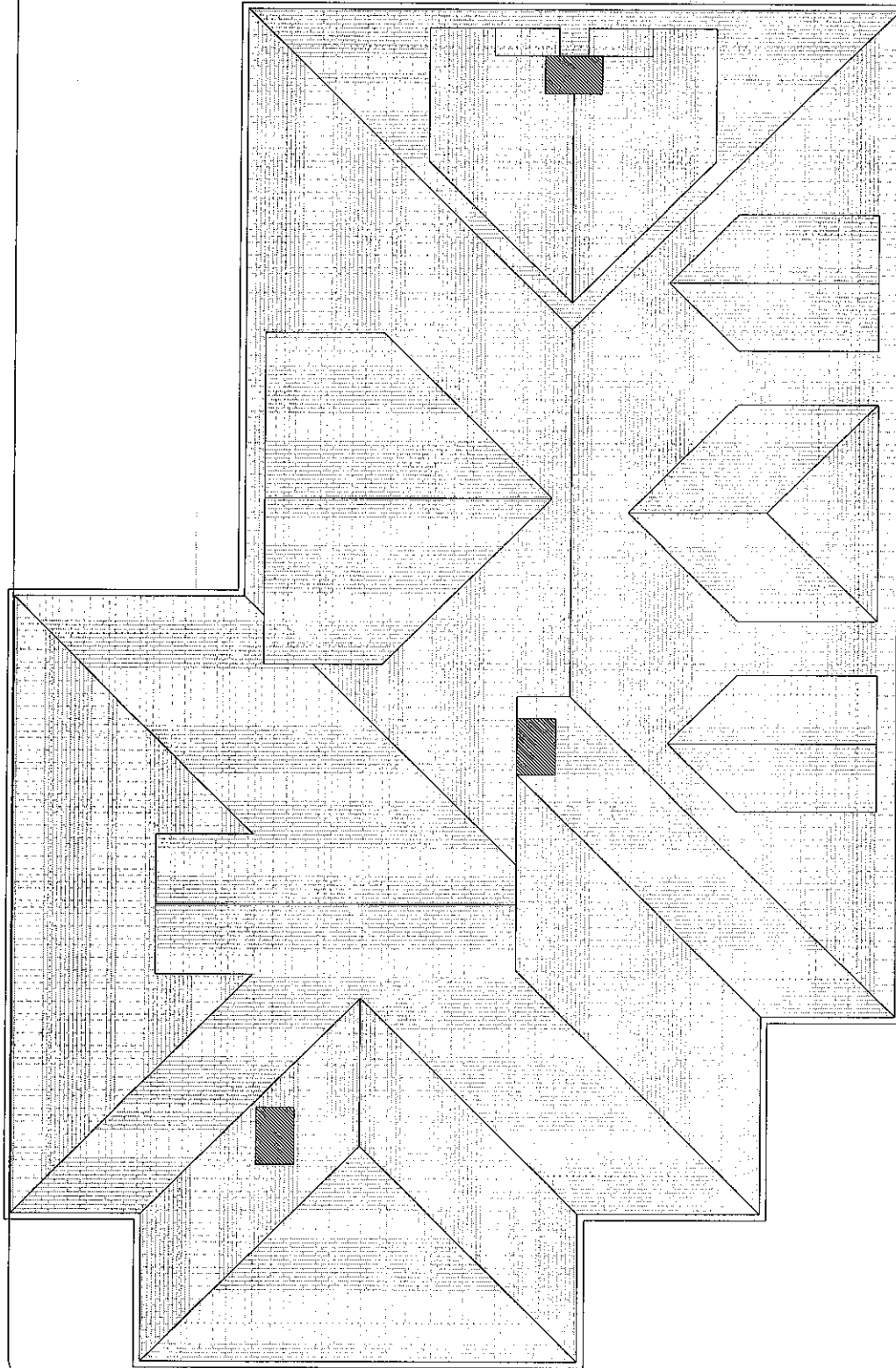
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**20 NEWCOMB STREET**  
20 NEWCOMB STREET  
HAVERHILL, MA  
RENOVATION

**X3**

20 NEWCOMB ST  
2-22-19  
EXISTING  
THIRD  
FLOOR PLAN  
3/8"=1'-0"



General Notes

1. PROVIDE ALL SERVICE CONNECTIONS TO THE BUILDING.
2. BUILDING SHALL BE TO CONFORM TO THE MASSACHUSETTS STATE BUILDING CODE, 780 CMR, AND ALL CITY ORDINANCES.
3. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MILTON.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED PERMITS AND APPROVALS.
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Project Name and Address  
20 NEWCOMB STREET  
MILTON, MA 02186  
RENOVATION

Sheet	20 NEWCOMB ST	4
Date	2-22-18	EXISTING ROOF PLAN
Scale	3/8"=1'-0"	

"C"

QUITCLAIM DEED

THE CITY OF HAVERHILL, a Massachusetts body politic and corporate, acting by and through its Mayor, having an address of 4 Summer Street, Haverhill, Massachusetts 01830, for consideration paid of Six Hundred Thousand and 00/100 (\$600,000) Dollars,

Grants to 20 Newcomb Street LLC ("Grantee"), a Massachusetts limited liability company, having an address of P.O. Box 6, North Reading, Middlesex County, Massachusetts

with quitclaim covenants,

The land and buildings located in Haverhill, Essex County, Massachusetts on west side of Newcomb Street shown as Lots 5A, 9A and 9B of Block 37 in Assessor's Map Book 202 of the City of Haverhill Assessor's Office containing approximately 0.549 acres of land. Said parcels are commonly referred to as 20 Newcomb Street, Haverhill, Massachusetts. For a more particular description of the parcel see "Easement Plan of Land in Haverhill, Massachusetts" prepared for ~~Jonathan Gody~~ by LJR Engineering, Inc. of 234 Park Street, North Reading, MA 01864 dated ~~January 31, 2019~~ attached hereto as Exhibit A. **RECORDED HERewith**

**\* ATLANTIS INVESTMENTS, LLC \* MARCH 15, 2019**

The Grantor reserves and the Grantee grants an easement to said City of Haverhill as follows:

The parties hereby acknowledge that the premises hereby conveyed abut City property and that portions of the premises are currently used for access and parking purposes, and that the City intends to continue such use. The City hereby reserves a permanent easement to use and to permit others to use the portions of the premises shown as "Proposed Parking Easement (5,623± S.F.)" and "Proposed Parking Easement (5,932± S.F.)" (together, the "Easement Areas") on the above-referenced plan for pedestrian and vehicular access, parking, and any and all uses and purposes related thereto, including, without limitation, the installation of signs. The City agrees to maintain the Easement Areas in a reasonably safe and passable condition, including re-paving the Easement Areas as necessary, marking parking lines, and removing snow and ice therefrom in the same manner in which the City maintains other City-owned property and will repair any damage caused by the City or its agents, employees or representatives to the Easement Areas or any permitted improvements thereon at the City's expense. The City agrees not to unreasonably interfere with Grantee's use of the premises, and will maintain general liability insurance in such amounts as the City insures other City property and name Grantee as an additional insured thereon, but shall not be responsible for the security of the Easement Areas.

Grantee may use the Easement Areas for access and parking purposes for Grantee's personal use, but in no event shall Grantee park vehicles on Lots 9A and 9B, or store any equipment or other property within the Easement Areas, or park any large trucks, trailers, boats or off-road vehicles on the Easement Areas. Grantee further agrees not to construct, install or place any permanent or temporary buildings, structures and/or objects within the Easement Areas, make any other alterations to the Easement Areas, or store any equipment or other property thereon without the City's prior written consent, which will not be unreasonably withheld for such improvements or alterations that do not interfere unreasonably with the rights reserved herein. Grantee may install underground utilities within the Easement Areas so long as Grantee undertakes such work with all due diligence and with minimal interference with the rights reserved by the City hereunder. Grantee shall give the City at least thirty (30) days written notice to the City before undertaking any work within the Easement Areas so as to allow the City and Grantee to coordinate the work and ensure that there is safe and adequate passage for vehicles and persons entering and exiting the Easement Areas at all times.

Grantee will not be responsible for any injury to persons or any loss or damage to any vehicles or other property caused by the City's use of the Easement Areas except to the extent the same is caused by the negligence or willful act or omission of the Grantee and/or its employees, agents or others acting by or through Grantee.

The rights reserved herein shall be for the benefit of and appurtenant to the adjacent City-owned property, which is located at 4 Summer Street, Haverhill, MA, for any and all purposes for said property may be used.

The grantee hereof has paid, in addition to the purchase price, the sum required by G.L. c. 44, §63A, to be paid in lieu of current taxes.

The City of Haverhill has received a statement signed under the pains and penalties of perjury from the grantee pursuant to G.L. c. 60, §77B, the original of which is recorded herewith.

For title reference see deed from the Haverhill Young Men's Christian Association to the City of Haverhill dated June 28, 1944 and recorded on July 18, 1944 in the Essex South District Registry in Book 3376, Page 143. Also see deed from William W. Evans and Mary P. Evans to the City of Haverhill dated April 20, 1948 and recorded on June 15, 1948 in the Essex South District Registry of Deeds in Book 3608, Page 290.

*Signatures follow on next page*

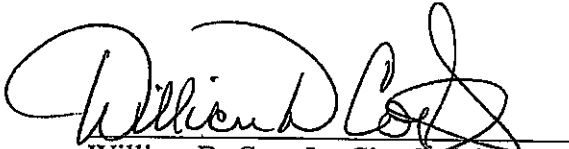


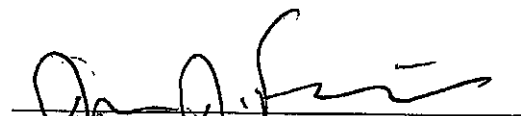
*In Witness Whereof* the said City of Haverhill has caused this instrument to be signed in its name and behalf and its corporate seal affixed by James J. Fiorentini, its Mayor, thereto duly authorized by the Haverhill City Council, in accordance with the attached order.

Dated this 17<sup>th</sup> day of May, 2019.


Approved as to form:

City of Haverhill, Massachusetts

  
William D. Cox, Jr., City Solicitor

  
By: James J. Fiorentini, Mayor

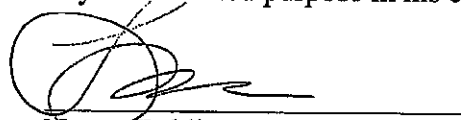
As to Grant of Easement:

  
Jonathan Cody, Manager  
20 Newcomb Street LLC

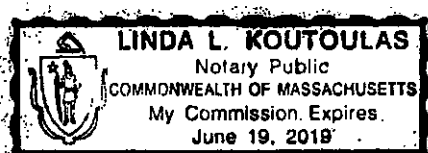
**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this 17<sup>th</sup> day of May, 2019, before me, the undersigned notary public, personally appeared James J. Fiorentini, in his capacity as Mayor of the City of Haverhill, proved to me through satisfactory evidence of identification, which was my personal knowledge of his identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Mayor.

  
Notary Public

My commission expires: 6/15/19



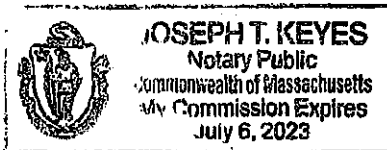
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 17 day of May, 2019, before me, the undersigned notary public, personally appeared Jonathan Cody, Manager, 20 Newcomb Street LLC, proved to me through satisfactory evidence of identification, which was MA DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as manager of 20 Newcomb Street LLC.

  
Notary Public

My commission expires:



78  
housing for those less fortunate; and be a benefit to the Haverhill community. There is appropriate parking available and would not adversely impact traffic.

During the ZBA hearing, Jonathan Cody, Manager of 20 Newcomb Street, LLC spoke at length, regarding the proposed operations and leasing of said Property. Vinfen would become the leasing agent for the Property and would have staff on site managing the Property. The ZBA made a detailed inquiry as to such operations and a Majority of the Board was enthusiastic and pleased with Mr. Cody's proposed plans. It was clear and remains clear today that the use will not be detrimental to the neighborhood and in fact, the proposed use will be a morale booster to the community.

Finally, the proposed use is allowed for, in the RU Zone, with the granting of a Special Permit.

20 Newcomb Street, LLC and its Manager, Jonathan Cody, are committed in their efforts to not only help revitalize the City of Haverhill but also to help those less fortunate by providing them opportunities and living arrangements that may otherwise be unavailable.

*20 Newcomb Street, LLC hereby waives any notice requirement by the Council with respect to this Petition and requests that this Petition be scheduled for the next available Council Meeting. Including the statutory requirement for the Haverhill*

Attached as Exhibit "A" is the Site Plan for the Property

Attached as Exhibit "B" are the Floor Plans for the Property; and

Attached as Exhibit "C" is a copy of the Deed showing the legal description of the land. *City Council to hold a hearing on the matter within 65 days.*

### CONCLUSION

For the above reasons, the Applicant, 20 Newcomb Street, LLC respectfully requests that this Board grants its Petition for a Special Permit allowing thirteen (13) multi-family units in the RU Zone for the Property located at 20 Newcomb Street, Haverhill, Massachusetts.

Very truly yours,

20 Newcomb Street, LLC  
By its Attorney:

  
Russell S. Channen

IN CITY COUNCIL: June 18 2019

VOTED: that COUNCIL HEARING BE HELD August 6 2019

Attest:

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



# Haverhill

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

811

August 2, 2019

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

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

**SUBJECT: Special permit for 20 Newcomb Street- 13 units**

At its meeting of July 10, 2019 the Haverhill Planning Board voted a favorable recommendation to the City Council for the proposed special permit. The minutes of the public hearing are attached for your review.

The role of the Board was to conduct a public hearing to make a recommendation to the city council relative to the special permit to locate a project proposed to be 13 units. The zoning ordinance defines anything over 2 units as multi-family and as such a special permit for 13 units is required by zoning.

The proposed project is consistent with housing stock in the surrounding neighborhood and represents the opportunity to have infill housing that will serve to bring additional stability to the area by improving conditions and property values.

Reports were received from city departments and are in your packages for your review. No objections were received and any requirements from all of the city departments should be contained in the approval as conditions to the special permit to be implemented in the definitive plan. The city departments have reviewed the plans and their comments are in your packages. No major objections have been received. I recommend that their comments and letters be made part of the recommendation to the city council.

Specifically, pursuant to zoning ordinance Ch. 255-76 (as applicable) the following findings must be made relative to the project:

the request meets all pertinent conditions listed in article XI of the ordinance;  
the request is desirable to the public convenience or welfare;

the request will not impair the integrity or character of the district or adjoining zones nor be detrimental to the health, morals or welfare and will be in conformity with the goals and policies of the master plan;

The requested use provides for the convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent streets;

The requested use provides for adequate methods of disposal for sewage refuse and other wastes and adequate methods for storm water and drainage;

The requested use provides for adequate off street loading and unloading of service vehicles;

The requested use preserves historical buildings and uses.

**Proposed conditions and stipulations:**

I offer the following recommended conditions be made part of the special permit approval:

Require that the developer comply with all of the additional requirements of the City's subdivision regulations for water and sewer and drainage improvements as contained within those regulations and further detailed in the attached letters from the departments. These items shall be reflected in the definitive plan to be filed with the Planning board.

As Planning Director, I concur with the favorable recommendation based on an assumption that all items in the letters from the City Departments along with all requirements for special permits would be made part of the special permit for the project.

This project with the incorporation of the recommended conditions is generally in conformity with the City's master plan as well as providing sufficiently for traffic, public safety and other utility considerations. The project as proposed appears to conform to all other special permit requirements. On the basis of adopting the proposed conditions/stipulations, I recommend that the council act favorably on this project.

**RECOMMENDATION: Approve the special permit with the inclusion of any city department comments and the above stipulations being included in the special permit approval.**



July 11, 2019

City Council President John Michitson  
& City Councilors  
City of Haverhill

**RE: Special Permit – 20 Newcomb Street**

Members Present: Chairman Paul Howard  
Member Robert Driscoll  
Member Karen Peugh  
Member Bill Evans  
Member Alison Colby Campbell  
Member Kenneth Cram  
Member Karen Buckley

Members Absent: Member April DerBoghossian, Esq.

Also Present: William Pillsbury, Jr., Director of Economic Development and Planning

Dear City Council President and Councilors:

Please note at the July 10, 2019 Planning Board meeting the board considered the recommendation of the Planning Director, William Pillsbury, Jr., to forward a conditional favorable recommendation for a special permit to allow 13 units at 20 Newcomb Street.

Attorney Russell Channen of 25 Kenoza Avenue addressed the board on behalf of the applicant. The applicant is requesting a special permit to allow multifamily use within the RU zone to allow 20 Newcomb Street, LLC to create 13 units of housing.

Chairman Howard: Any questions from the board?

Mr. Pillsbury: Can you give us an overview of the project? How the building layout will be? I know you have been through Board of Appeals.

Mr. Jonathan Cody, 20 Newcomb Street, LLC (the applicant) stepped forward to speak. We are proposing a 13 unit building. Each unit will have their own kitchenette and bathroom. There will be 5 units on the first floor, 5 units on the second floor and 3 on the third floor. The whole back parking lot is going to be paved. We don't expect to use all the parking spaces as most residents will not have cars.

Mr. Pillsbury: Will there be a local preference for Haverhill residents that come through the DMH programs? I am not sure if the state allows such a thing.

Mr. Cody: I don't think state law allows preference.

Mr. Pillsbury: If there is an idea that the units be marketed in some way or would somehow highlight the fact that this is in Haverhill and Haverhill residents could take advantage of that.

Mr. Cody: I could definitely mention that.

Mr. Pillsbury: I understand...that list may go from top to bottom and it doesn't matter where you are from.

Member Peugh: I think the list comes from Mass Health.

Mr. Cody: Each tenant from what I have been told the goal is usually a year. The goal is getting them back into society and for them to begin working. After this step they would move onto a less managed place.

Inaudible

Chairman Howard: Seeing there is no public in the audience, I will close the public portion of the hearing and open it up to comments from the Planning Director.

Mr. Pillsbury: This is a request for a special permit to be acted upon by the City Council. The applicant is seeking approval to add 13 units to the property. The role of the planning board is to make a recommendation to the City Council after a hearing. The review of the plan indicates that the project complies with the special permit requirements of the zoning ordinance. The density of the proposed plan is consistent with the surrounding neighborhood. The plan has been reviewed by the city departments and I recommend that the comments/letters from the city departments be made conditions of the recommendations and be incorporated into the special permit as conditions. My recommendation would be to make a conditional favorable recommendation to the city council. The condition being the inclusion of all the comments/letters from all city departments.

After board consideration, Member Robert Driscoll motioned to forward a conditional favorable recommendation to the City Council as recommended by the Planning Director William Pillsbury, Jr. Member Bill Evans seconded the motion. Members that voted in favor were: Bill Evans, Kenneth Cram, Alison Colby-Campbell, Bob Driscoll, Paul Howard, Karen Peugh and Karen Buckley Member Absent: April DerBoghossian, Esq. Motion Passed.

Signed:

*Paul Howard*  
Paul Howard  
Chairman

Attachments: City Department Letters



Emailed  
AHY.

7/2/19

**SPECIAL PERMIT**  
**REQUEST FOR COMMENTS\***

\*COMMENTS DUE BY: 7 / 2 / 19

TO:

- ✓ Fire Chief – Room 113
- ✓ Board of Health Chairperson & Members – Room ~~210~~ **214**
- ✓ Conservation Commission & Members – Room ~~210~~ **300**
- ✓ Building Inspector – Room ~~210~~ **214**
- ✓ Police Chief – Room 106 (Mail Slot)
- ✓ Highway & Park Superintendent – Room 106 (Mail Slot)
- ✓ Robert Ward, Water/Wastewater Director – Room ~~214~~ (Mail Slot) **300**
- ✓ John Pettis, III, City Engineer – Room ~~214~~ **300**
- ✓ Superintendent of Schools – Room 104

FROM: William Pillsbury, Planning Director/Grants Coordinator – Room 201

DATE: 6 / 17 / 19

RE: Special Permit Application for: 20 Newcomb St, LLC  
Project Reference: Special permit 20 Newcomb St.  
Street Location: 20 Newcomb St.  
First Submission: 1

THE PLANNING BOARD HAS RECEIVED FROM THE CITY CLERK THE CITED SPECIAL PERMIT, WHICH WAS REQUESTED TO ADDRESS CONCERNS RAISED BY THE CITY DEPARTMENTS. PLEASE BE SO KIND AS TO REVIEW THE ATTACHED APPLICATION AND CORRESPONDENCE AND PROVIDE YOUR RESPECTIVE REPORTS TO: THE PLANNING DEPARTMENT, CITY HALL, ROOM 201, no later than the due date listed below:

RESPECTIVE COMMENTS DUE BY: 7 / 2 / 19

ZBA Granted a number of variances on May 15 2019  
The Building will have to comply with 780 CMR 2015 IEBC  
with Mass. Amendments. TKB 7-2-19



James J. Fiorentini  
Mayor

William F. Laliberty  
Fire Chief

*emailed ATty.*  
*6/27/19*

## Haverhill Fire Department

Fire Prevention / Investigation Unit

D/C Eric M. Tarpy  
Lieut. Michael H. Picard  
Insp. Johnathan W. Pramas  
Insp. Richard H. Wentworth  
Insp. Barry J. Ferguson



4 Summer St, Room 113  
Tel: (978) 373-8460  
Fax: (978) 521-4441

June 26, 2019

William Pillsbury, Planning Director  
4 Summer Street, room 201  
Haverhill, MA 01830

Re: Special permit 20 Newcomb St- 13 multi-family units

The planning, design and construction of new buildings, renovation of existing buildings and structures to provide egress facilities, fire protection and built-in fire protection equipment shall be in accordance with 780 CMR; and any alterations, additions or changes in buildings required by the provisions of 527 CMR which in the scope of 780 CMR, 9<sup>th</sup> edition, shall be made in accordance therewith. (527 CMR 1.04(4) and 780 CMR 101.2)

Plans approved by the fire department are approved with the intent they comply in all respects to 780 CMR 527 CMR 1.00, MGL Chapter 148 and any City of Haverhill ordinance. Any omissions or errors on the plans do not relieve the applicant of complying with applicable requirements.

I have reviewed the submitted plans for the address stated above and in the interest of public safety, have the following comments:

-In accordance with 780 CMR (MSBC), MGL Chp. 148 requires the installation of an approved system of Automatic Sprinklers and a Type 1 Fire Warning System including Carbon Monoxide alarms

-Fire Department reserves the right to comment on matters involving this project in the future.

Respectfully,

Eric M. Tarpy  
Deputy Fire Chief  
Haverhill Fire Prevention Division



Emailed  
atty. 6/24/19

# Haverhill

Conservation Department  
Phone: 978-374-2334 Fax: 978-374-2366  
[rmoore@cityofhaverhill.com](mailto:rmoore@cityofhaverhill.com)  
[conservation@cityofhaverhill.com](mailto:conservation@cityofhaverhill.com)

MEMO TO: William Pillsbury, Economic Development & Planning Director  
FROM: Robert E. Moore, Jr., Environmental Health Technician *REM*  
DATE: June 21, 2019  
RE: Special Permit – multi-family residential building  
20 Newcomb Street, LLC for 20 Newcomb Street - Parcel IDs: 202-37-5A, -9A, -9B

The Conservation Commission reviewed the forwarded information at its June 20<sup>th</sup> meeting. The Commission offered no objection to the proposed project.



Set to  
applicant  
6.20.19

# Haverhill

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

Date: June 20, 2019  
To: William Pillsbury  
Planning Director/ Grants Coordinator  
From: Robert E. Ward *RW*  
Deputy DPW Director  
Subject: 20 Newcomb Street - Special Permit  
Map 202, Block 37, Lot 5A, 9A, 9B

The Water and Wastewater Division have reviewed the Special Permit Request and have the following comments.

## Water Maintenance Division

This property is proposed for repurposing an existing building to a 13 unit residential building on a previously occupied lot(s). If this lot is approved, the water department will require the owner of the property, at their own expense to:

1. Submit water service applications. One (1) for a new domestic service with the back of the application completed and signed by your plumber, and two (2) a separate application for the new fire service with the fire suppression or life support section on the front filled out and stamped by your fire sprinkler engineer.
2. The domestic service will require parallel water meter & backflow preventer assemblies to allow for continuous water service to the tenants during routine maintenance and repairs.

## Wastewater Division

If this lot is approved, the Wastewater Department will require the owner of the property, at their own expense to:

1. Submit existing and proposed MA Title V flows

The Wastewater Division reserves the right to provide additional comments once a site plan is submitted.

If you have any questions please do not hesitate to call me at (978) 374-2382.

File#: 190169

cc: Carrie Prescott, Collection System Supervisor, [cprescott@haverhillwater.com](mailto:cprescott@haverhillwater.com)  
Glenn Smith, Water Maintenance Supervisor, [gsmith@haverhillwater.com](mailto:gsmith@haverhillwater.com)  
Lannie Patel, [lpatel@cityofhaverhill.com](mailto:lpatel@cityofhaverhill.com)  
Lori Robertson, [lrobertson@cityofhaverhill.com](mailto:lrobertson@cityofhaverhill.com)



Hearing September 10 2019

RICHARD J. SHEEHAN, JR.  
TIMOTHY J. SCHIAVONI  
ROBERT A. JUTRAS  
PAUL A. MAGLIOCCHETTI  
SONJA STARINS  
THOMAS C. TRETTER  
CAITLIN M. MASYS  
MARCIA K. ROSENN  
WILLIAM D. CHASE

#125.00

OF COUNSEL  
KRISTIN M. YASENKA  
JOSHUA S. ENGLAND, LL.M.

VIA IN HAND TO CITY CLERK

August 2, 2019

John A. Michitson  
Haverhill City Council President  
Haverhill City Hall  
4 Summer Street  
Haverhill, MA 01830

10.1

RE:	Special Permit:	Chapter 255 Sec. 80 Used Car Sales
	Owner:	Michael Malvers
	Applicant:	Michael Malvers
	Location:	112 Hale Street, Haverhill MA
	Parcel ID:	601-451-1

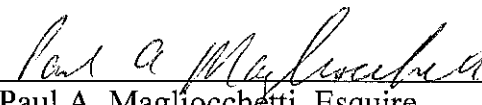
Dear President Michitson:

Please be advised this office represents Michael Malvers, dba One Ten Towing Co., regarding the property located at 112 Hale Street, Haverhill, Massachusetts, and being shown on Haverhill Assessor's Map 601 Block 451 Lot 1.

We are submitting a proposal to the City of Haverhill to sell used cars on the property, which is located in the IG zone and the proposed use requires a Special Permit granted by the Haverhill City Council and a license by the License Commission.

Kindly place this matter on the agenda for the next scheduled meeting on August 6, 2019 and schedule a review hearing accordingly. I have filed the appropriate plans, reports and fees.

Should you have any questions or need any additional information, please don't hesitate to contact me.

  
Paul A. Magliocchetti, Esquire

Enclosures: 18 copies of site plan  
Memorandum in Support of a Special Permit

---

SSJM ATTORNEYS PRACTICE IN MA, NH, DC AND CA

70 Bailey Boulevard • Haverhill, MA 01830  
TEL (978) 373-9161

629 Main Street • Woburn, MA 01801  
TEL (781) 933-7756

www.ssjmattorneys.com

125

QUITCLAIM DEED

2004060100458 Bk:22926 Pg:393  
06/01/2004 12:14:00 DEED Pg 1/2

GEORGE VAILLANCOURT of 32 F Forest Acres Drive, Bradford, Massachusetts 01835,

in consideration of **ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS**

grants to **MICHAEL W. MALVERS**, of 22 Harriman Road, Plaistow, New Hampshire 03865

WITH QUITCLAIM COVENANTS

PROPERTY ADDRESS: 112 Hale Street, Haverhill, MA 01830

The land in said Haverhill, with the buildings thereon, located on the Westerly side of Hale Street, being more particularly described as follows:

Beginning at the Northwesterly corner thereof, at an iron pipe, thence  
EASTERLY by land now or formerly of the Trustees u/w C.H. Hayes, one hundred thirty-eight and eighty one-hundredths (138.80) feet to an iron bound; thence  
SOUTHERLY by said Hale Street, seventy-four and eighty-nine one-hundredths (74.89) fee to a point; thence at right angles Westerly to land now or formerly of the Boston & Maine Railroad, one hundred twenty eight and fifty seven one-hundredths (128.57) feet; thence  
NORTHWESTERLY by land of the said Boston & Maine Railroad, sixty seven and seventy one one-hundredths (67.71) feet to the point of beginning.

Said parcel being known as Lot B on a Plan of Land owned by Edward D. Regan, Inc., of Haverhill, Massachusetts, dated February 5, 1952. This conveyance is made subject to an easement to the Haverhill Gas Company as contained in a lease dated October 27, 1964, and subject to restrictions of record, if any, if and insofar as the same may now be in force and applicable.

Being the same premises conveyed to the herein named grantor(s) by deed recorded with Essex South District Registry of Deeds in Book 15803, Page 167.

Executed as a sealed instrument this 1<sup>st</sup> day of June, 2004

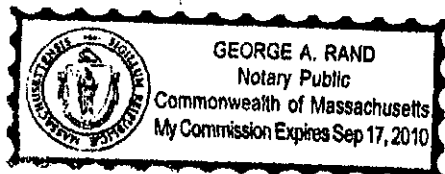
112 Hale Street, Haverhill

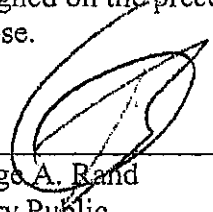
  
GEORGE VAILLANCOURT

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 1<sup>st</sup> day of June, 2004, before me, the undersigned notary public, personally appeared George Vaillancourt, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



  
George A. Rand  
Notary Public  
My Commission Expires: 09/17/2010

Rand & Vaillancourt, P.C., 2 Stevens St, Andover, Ma. 01810



RICHARD J. SHEEHAN, JR.  
TIMOTHY J. SCHIAVONI  
ROBERT A. JUTRAS  
PAUL A. MAGLIOCCHETTI  
SONJA STARINS  
THOMAS C. TRETTER  
CAITLIN M. MASYS  
MARCIA K. ROSENN  
WILLIAM D. CHASE

---

OF COUNSEL  
KRISTIN M. YASENKA  
JOSHUA S. ENGLAND, LL.M.

VIA IN HAND TO CITY CLERK

August 2, 2019

John A. Michitson  
Haverhill City Council President  
Haverhill City Hall  
4 Summer Street  
Haverhill, MA 01830

RE:	Special Permit:	Chapter 255 Sec. 80
	Owner:	Michael Malvers
	Applicant:	Michael Malvers
	Location:	112 Hale Street, Haverhill MA
	Parcel ID:	601-451-1

**Memorandum in support of a  
Special Permit for 112 Hale Street**

Pursuant to General Laws, Chapter 40A, Section 10 and 14, the applicant, Michael Malvers, dba One Ten Towing Co., wishes to obtain a license and a Special Permit from the City of Haverhill to sell used vehicles at property he owns at 112 Hale Street. The conditions that especially affect the property for which a Special Permit is sought do not affect, generally, the zoning district in which it is located. The property is located in a neighborhood with commercial and industrial properties and the lot allows for customer parking as well as parking for 3 vehicles.

The granting of the relief sought may be given without nullifying or substantially derogating from the intent or purpose of the zoning ordinance.

This development project fulfills all the general conditions required for a **Special Permit pursuant to Ch. 255-80** in the following particulars:

1. The proposed use requested is listed in the Table of Use and Parking Regulations as a Special Permit in the IG district.
2. The use requested meets the Special Permit conditions listed in Article XI of the Zoning Code, pertaining to environmental issues.

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SSJM ATTORNEYS PRACTICE IN MA, NH, DC AND CA

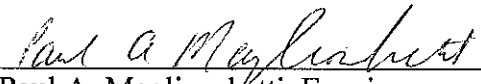
70 Bailey Boulevard • Haverhill, MA 01830  
TEL (978) 373-9161

629 Main Street • Woburn, MA 01801  
TEL (781) 933-7756

SHEEHAN, SCHIAVONI, JUTRAS & MAGLIOCCHETTI, LLP  
ATTORNEYS AT LAW

3. The requested use is essential or desirable to the public convenience or welfare. The proposed use has been designed to accommodate the plan of the City of Haverhill for the industrial neighborhood.
4. The requested use will not impair the integrity or character of the district or adjoining zones, nor be detrimental to the health morals or welfare and will be in conformity with the goals and policies of the Master Plan. The plan conforms to the existing uses in the area and the planned used car sales is intended to preserve the aesthetics of the neighborhood.
5. The requested use provides for convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent streets, properties and improvements. The proposed design incorporates 4 off street parking spaces along the front side of the lot.
6. The requested use provides for adequate methods of disposal for sewage, refuse and other wastes, and adequate methods for surface and storm water drainage. The proposed scheme does not alter the existing condition of these concerns, however if required, we will make any reasonable and necessary modifications.
7. The requested use provides for adequate off-street loading and unloading of service vehicles. Our plan has been designed to accommodate vehicles for loading and unloading.
8. The requested use preserves the character of the site. The proposed renovation will not add to the existing foot print or alter the appearance of the property. The parking spaces currently exist, the applicant is merely asking for a more productive use of the spaces.

Respectfully submitted,

  
\_\_\_\_\_  
Paul A. Magliocchetti, Esquire  
pmagliocchetti@ssjmattorneys.com



Hearing Sept 17 2019



RICHARD F. SHEEHAN, JR.  
TIMOTHY J. SCHIAVONI  
ROBERT A. JUTRAS  
PAUL A. MAGLIOCCHETTI  
SONJA STARINS  
THOMAS C. TRETTER  
CAITLIN M. MASYS  
MARCIA K. ROSENN  
WILLIAM D. CHASE

\$300.00

OF COUNSEL  
KRISTIN M. YASENKA  
JOSHUA S. ENGLAND, LL.M.

VIA IN HAND TO CITY CLERK

July 19, 2019

John A. Michitson  
Haverhill City Council President  
Haverhill City Hall  
4 Summer Street  
Haverhill, MA 01830

10.2

RE: Site Plan Review-Major: Chapter 255 Article XVI WD-F  
Ch. 255, sec. 154-171  
Owner: Cioto Realty Trust  
Applicant: Ernest Cioto, Trustee  
Location: 38 Railroad Street, Bradford MA  
Parcel ID: 701-630-9

Dear President Michitson:

Please be advised this office represents Ernest Cioto, as Trustee of the Cioto Realty Trust regarding the property located at 38 Railroad Street, Bradford, Massachusetts, and being shown on Haverhill Assessor's Map 701 Block 630 Lot 9.

Mr. Cioto is submitting a proposal to the City of Haverhill to build 60 Condominium Units pursuant to Haverhill Zoning Ordinance Chapter 255 Sections 154-171 (Waterfront District). The property is located in zone WD-F and the proposed development is allowed by right (site plan review major), which requires review and approval of the Haverhill City Council.

Kindly place this matter on the agenda for the next scheduled meeting on July 23, 2019 and schedule a review hearing accordingly. I have filed the appropriate plans, reports and fees in connection with the requested Site Plan Review.

Should you have any questions or need any additional information, please don't hesitate to contact me.

  
Paul A. Magliocchetti, Esquire

SSJM ATTORNEYS PRACTICE IN MA, NH, DC AND CA

70 Bailey Boulevard • Haverhill, MA 01830  
TEL (978) 373-9161

629 Main Street • Woburn, MA 01801  
TEL (781) 933-7756

*Prepared - City Clerk*

# RIVERVIEW/ CONDOMINIUMS

38 Railroad Street, Haverhill, MA



Site location - Arial view from water



Site Location - Arial view from inland



## New Project Program :

- Extending the future rail trail out along the Merimac riverbank for the entire length of the property.
- Three individual buildings built in phases
- Each building consisting of (20) residential condominiums including a variation of 1,2 and 3 bedroom units. Total of (60) units.
- 100% off street parking consisting of secured covered spaces underneath the buildings as well as other on site parking.





# Hearing Sept 24 2019 Bread & Roses Housing

*Building Community...One Home, One Family, at a Time*

10.3

August 1, 2019

Haverhill City Council  
John A. Michitson, President  
4 Summer Street  
Haverhill, MA 01830

Dear President Michitson and Members of the Haverhill City Council:

Thank you for your prior and ongoing support of Bread and Roses Housing's Mount Washington Homeownership project at 430 Washington Street. As you are aware, this transformative project seeks to add affordable townhouse units in the Mount Washington neighborhood for low-income qualified homebuyers on the dilapidated site of the former St. George's Church. I am grateful that the City Council voted to grant this project a Special Permit in 2018.

However, due to funding, logistical, management and other considerations, Bread and Roses is requesting a minor Modification to the Special Permit.

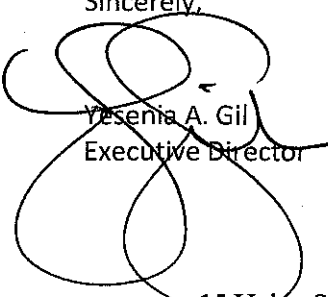
Our proposed changes would reduce the number of units from 10 to 7. Our modification would utilize the same property footprint but would construct 3 duplexes and one single family dwelling rather than two larger buildings housing 6 and 4 units.

These changes would reduce costs, make the properties easier to construct and manage, and would reduce density, increasing open space along the site. These units would still feature off-street parking and individual fenced in yard space.

I am seeking Council approval of this revised Site Plan and modification of the already-approved Special Permit. We are also seeking a waiver of the 65-day rule for this modification.

Feel free to contact me if you have any further questions.

Sincerely,

  
Yesenia A. Gil  
Executive Director

Bread & Roses

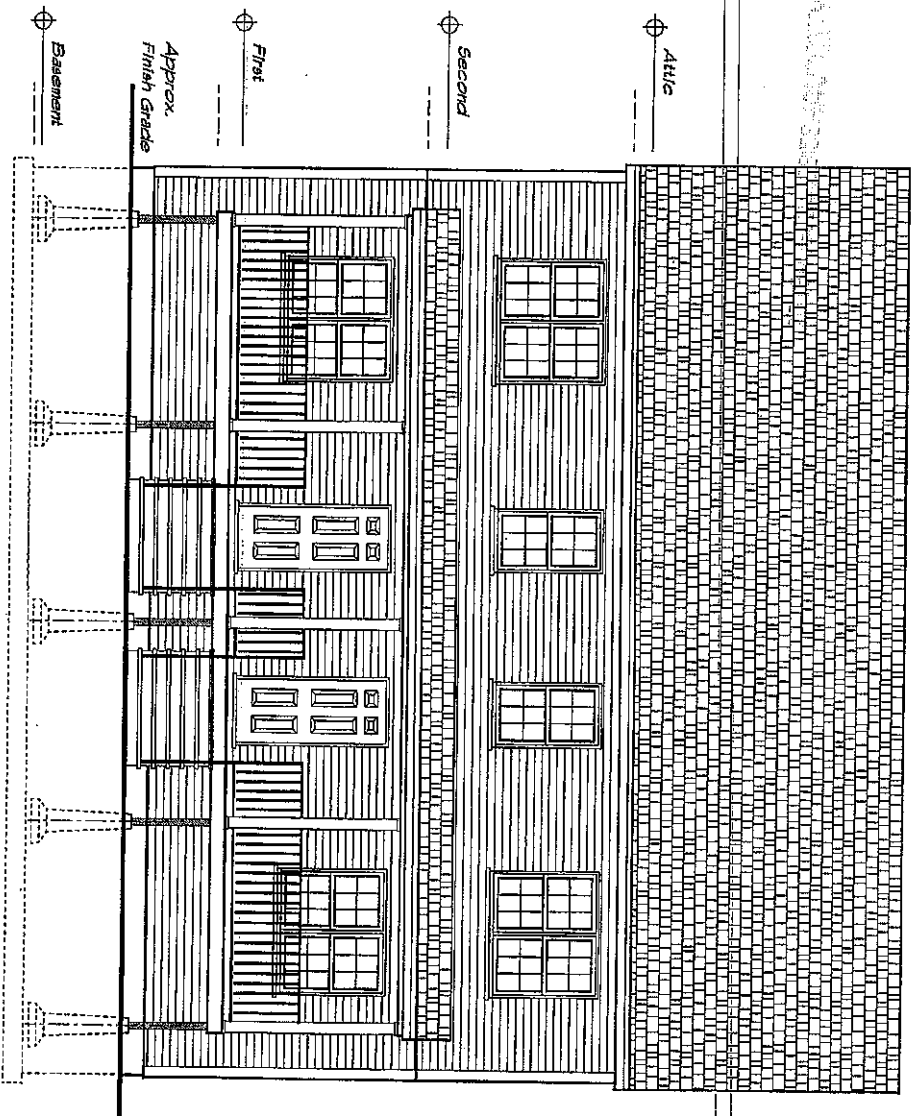
P.O. Box 7

Laurence, MA 01842

Duplex # 11-58

1,449 sq. ft./Unit

Footprint Dimensions = 38' x 40'  
Snow Load p.s.f. = 50  
Wind Speed Zone m.p.h. = 100  
Occupied Floor Live Load p.s.f. = 40  
Exterior Balconies p.s.f. = 60  
Attic with Storage p.s.f. = 20  
Dead Load p.s.f. = 10'



### Front Elevation

3/16" = 10"

Drawing print out date:

August 11, 2011

#### Notes:

- All dimensions to be field verified and changes made accordingly.
- Exterior siding, trim, moldings and details are per builder specifications.
- Finish grade is shown as 1/8" below top of foundation.
- Window & Doors: Yr, size, design layout and details per builder.
- When this drawing is 11 x 17, it is the scale as indicated.

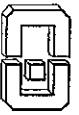


*Alan Carroll*  
Alan Carroll \* 978-902-0131  
P.O. Box 5066, Andover, MA 01810  
Questions - Comments, contact: [alanecdf@tmg.com](mailto:alanecdf@tmg.com)

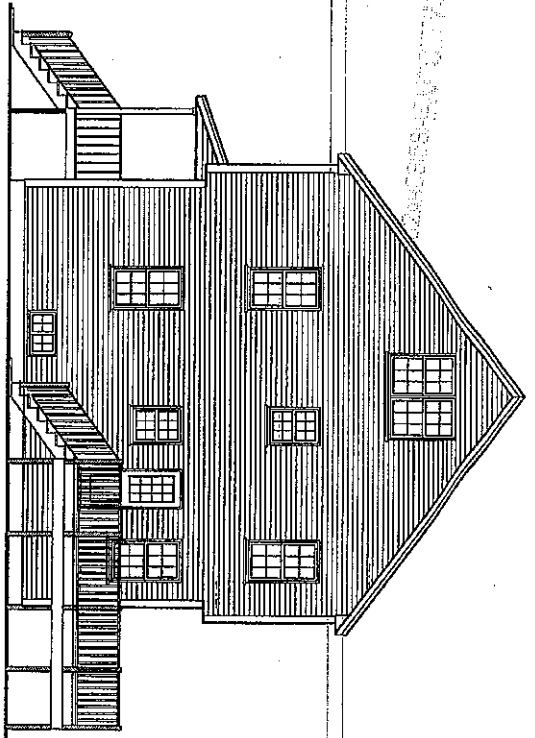
Designed to the  
8th Edition of the  
Massachusetts State  
Building Code

1

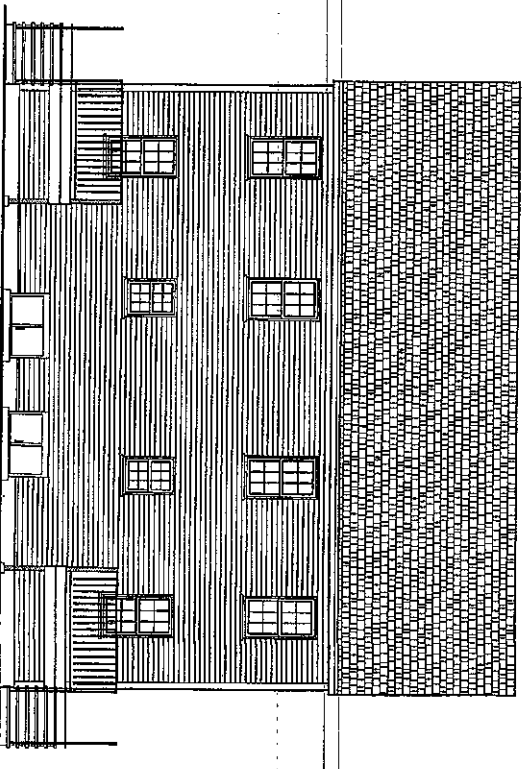




City Clerk



Right Elevation



Duplex # 11-58  
Back Elevation

1/8" = 10'

### General Notes

Window Opening Requirements for Massachusetts

Double hung windows used for emergency escapes shall have 3.3 sq. ft. minimum net clear opening. Other windows 5.7 sq. ft.

Grade floor openings shall have a minimum net clear opening of 5 sq. ft.

[ Refer to Window Sills ]

Where the opening of an operable window is located more than 12 inches above the finished grade or surface below, the lowest part of the clear opening of the window shall be a minimum of 24 inches above the finished floor.

Minimum opening dimensions:  
20 x 24 inches net clear in either direction.

[ Refer to 10.4 Continuous Weathering ]

Weathered wall lines with continuous weathering shall be constructed in accordance with the section. All graded wall lines along exterior walls on the same story shall be continuously weathered.

Contact a Registered Structural Engineer for addition analysis.

### Notes:

- Field verify all dimensions.
- Scale applies for 11 x 17 drawings.
- Drawing date: August 11, 2017

2

(S)

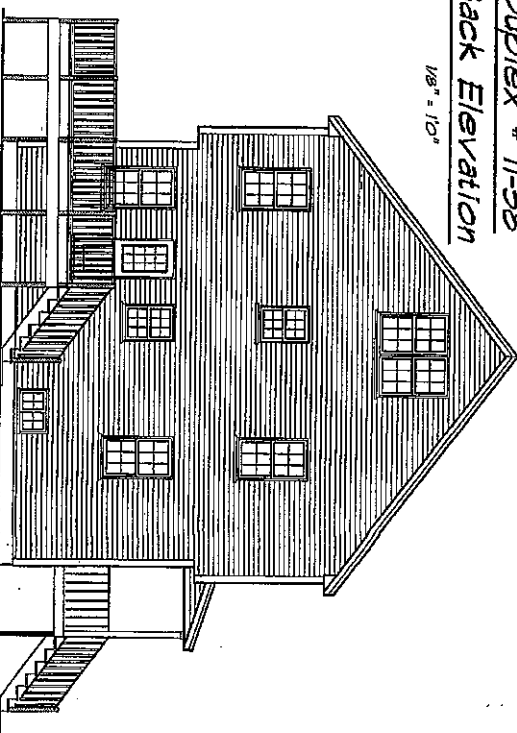
Smoke Detectors  
1 in each bedroom  
1 outside each separate bedroom  
1 near base of each stairway  
1 in every bathroom & walk up attic  
1 for every 1200 sq. ft.

(H)

Heat Detectors  
1 in each attached garage, near center.  
Carbon Monoxide Detectors  
1 in each habitable story of the house  
and within 10 ft. of all bedrooms.

(C)

Abbreviations	L.P.	Low Point
Ch.	Max.	Maximum
Conc.	Min.	Minimum
DL	Dead Load	On Center
Dia.	Disaster	Pressure Treated
El.	Elevation	Foundations / Sq. Ft.
Fdn.	Foundation	Reinforced
Fl.	Floor	Reference
Fing.	Footing	Square Feet
H.P.	High Point	Top & Bottom
K.D.	Kiln Dried	Tongue & Groove
LL	Live Load	Typical
		Unless Otherwise Noted



Left Elevation

Alan Carroll • 978-902-0131  
P.O. Box 5066, Andover, MA 01810  
Questions - Comments contact: alan@carrolleng.com

*Hearings* *Oct 8 2019*



RICHARD J. SHEEHAN, JR.  
TIMOTHY J. SCHIAVONI  
ROBERT A. JUTRAS  
PAUL A. MAGLIOCCHETTI  
SONJA STARINS  
THOMAS C. TRETTER  
CAITLIN M. MASYS  
MARCIA K. ROSENN  
WILLIAM D. CHASE

*# 250.00*

OF COUNSEL  
KRISTIN M. YASENKA  
JOSHUA S. ENGLAND, LL.M.

*10.4*

VIA IN HAND TO CITY CLERK

August 2, 2019

John A. Michitson  
Haverhill City Council President  
Haverhill City Hall  
4 Summer Street  
Haverhill, MA 01830

RE:	Special Permit:	Chapter 255 Sec. 80
	Owner:	Stag Tribe Capital, LLC
	Applicant:	Stag Tribe Capital, LLC
	Location:	364 Main Street, Haverhill MA
	Parcel ID:	610-490-6

Dear President Michitson:

Please be advised this office represents Stag Tribe Capital, LLC regarding the property located at 364 Main Street, Haverhill, Massachusetts, and being shown on Haverhill Assessor's Map 610 Block 490 Lot 6.

We are submitting a proposal to the City of Haverhill to renovate a dilapidated building into 3 residential units. The property is located in the CC zone and the proposed development requires a Special Permit granted by the Haverhill City Council.

Kindly place this matter on the agenda for the next scheduled meeting on August 6, 2019 and schedule a review hearing accordingly. I have filed the appropriate plans, reports and fees in connection with the requested Site Plan Review.

Should you have any questions or need any additional information, please don't hesitate to contact me.

  
Paul A. Magliocchetti, Esquire

Enclosures: 18 copies of site plan  
Memorandum in Support of a Special Permit

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SSJM ATTORNEYS PRACTICE IN MA, NH, DC AND CA

70 Bailey Boulevard • Haverhill, MA 01830  
TEL (978) 373-9161

629 Main Street • Woburn, MA 01801  
TEL (781) 933-7756

240

PDS

SO. ESSEX #559 Bk:37055 Pg:243  
10/01/2018 03:04 DEED Pg 1/2

---

(Space Above this Line Reserved for Registry of Deeds)

**QUITCLAIM DEED**

**Matias Capital, LLC** Massachusetts limited liability company of West Boxford, Massachusetts  
for consideration paid, and in full consideration of One Dollar (\$1.00)  
grants to Stag Tribe Capital, LLC a Massachusetts limited liability company of Methuen, Massachusetts.

with, *Quitclaim Covenants*

The land in Haverhill, Essex County, Massachusetts, with the buildings thereon, situated on the Westerly side of Main Street, being Parcel "A" on a plan entitled "Plan of Land in Haverhill, Mass., as surveyed for Anne E. Blake," dated Aug. 1947, recorded with Essex South District Registry of Deeds, bounded according to said place as follows:

Easterly by the Westerly line of Main Street 43.2 feet;

Southerly by a right of way on said plan, 70 feet;

Southwesterly and Westerly in various courses, 24.74 feet, 22.5 feet, 14.01 feet and

Northerly by land now or late of Rockouskas, et al, 95 feet.

CONTAINING 3,870 square feet, more or less.

Together with the right of way to use the "right of way" 10 feet wide, adjoining the Southerly line of said premises and shown on said plan, the same being fully described in deed of Anne E. Blake to McDermott, recorded with said Plan. Said premises are conveyed subject to the right if said McDermott, and successors in title to maintain and repair sewer and water pipes if and insofar as the same are now located upon or through the premises.

[illegible]

MAIN STREET  
(PUBLIC - VARIABLE WIDTH)

W/F MAIN WINGATE LLC	W/F UNITED STATES OF AMERICA
-------------------------	---------------------------------

**NOTES:**

1. SEE CITY OF HAVERSHILL PARCEL ID. 610-490-6 E.S.D.R.D. PLAN 642/1947 AND DEED BOOK 37055 PAGE 243.
2. EXISTING & RENOVATED BUILDING IS SERVICED WITH MUNICIPAL SEWER AND WATER SERVICE. ALL NON-PAVED AND NON-BUILDING AREAS ON SITE SHALL BE LANDSCAPED WITH SOD & BUSHES. ALL PARKING AREAS TO BE PAVED.

# DIMENSIONAL AND ZONING ANALYSIS

DIMENSIONAL AND ZONING ANALYSIS				
ZONE: (CC) COMMERCIAL CENTRAL				
USE: MULTIFAMILY RESIDENTIAL (3-2 BEDROOM UNITS) (6 BEDROOMS TOTAL)				
ITEM	REQUIRED	EXISTING	PROPOSED	
AREA	N/A	3,870 SF	3,870 SF	
FRONTAGE	100'	43.20'	43.20'	
DEPTH	100'	95'	95'	
SETBACKS:				
	F	10'	7.89'	7.89'
	S	20'	5.71'	5.71'
	R	20'	11.62'	11.62'
HEIGHT		74-6 STOREYS	36-3 STOREYS	36-3 STOREYS
BLDG COVERAGE		60%	40.97%	40.97%
FAR		2.0 MAX	0.97-1	0.97-1
OPEN SPACE		NONE	59.03%	59.03%
PARKING		1.5/UNIT	2 SP	5 SP
		3 UNITS/1.5-4.5 SPACES		
MULTI-FAMILY AREA		1ST DWELLING UNIT 2,000 SF EACH ADDITIONAL UNIT 1,000 SF 3 UNITS=2,000 SF+ 2(1,000)=4,000 SF	3,870 SF 2,000 SF/1ST UNIT AND 935 SF/EACH OTHER UNIT	3,870 SF 2,000 SF/1ST UNIT AND 935 SF/EACH OTHER UNIT

# PLAN OF LAND IN

HAVERTHILL, MASS.

APPLICATION OF  
TO ACCOMPANY SPECIAL PERMIT

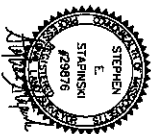
STAG TRIBE CAPITAL

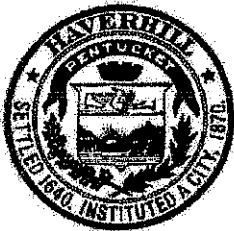
360 ISLAND POND ROAD  
DERRY, NEW HAMPSHIRE 03038  
TEL (978) 384-6044  
DATE: MAY 22, 2019

SCALE: 1"=20'



**MERRIMACK ENGINEERING SERVICES**  
66 PARK STREET  
ANDOVER, MASSACHUSETTS 01810





# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8490  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

## ONE DAY LIQUOR LICENSE

### Business/ Organization Information

Business/Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

### Individual Applicant Information

Individual's Name: Anne Vlack

Home Address: 60 Hancock St Haverhill, MA

Telephone: 978-372-6986

Is the Applicant a US Citizen? Yes ☒ No ☐

E-Mail Address: anvlack@yahoo.com

### Event Information

Date of Event: 9-14-19

Start Time: 10am

End Time: 8pm

Location of Event: Winnekenni Castle

Purpose of Event: Wedding

Will there be music or entertainment? Yes ☒ No ☐

Is the event being catered? Yes ☒ No ☐

Name of Caterer: Chicken Connection - Haverhill

Approximate number of People Attending

Adults: 110 Children: 10

### Type of License (circle one)

One-Day All-Alcoholic

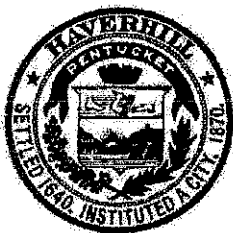
One-Day Beer and Wine

Charitable Wine Pouring

Charitable Wine Auction

### Purchase and Service

Alcohol for a one day license cannot be donated. The alcohol must be purchased. All receipts for purchase of alcohol must be submitted to the Clerk's Office by 4:00 PM the last business day before the event



# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8430  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

Where is the liquor being purchased from? United Liquors, MUDC, Seaboard

**All alcohol must be purchased through a licensed wholesaler. If the above-listed business is not a licensed wholesaler, then this application will not be approved**

Who will be serving the alcohol?

Butlers & Bars

The server must be certified in safe service of alcohols (commonly referred to as TIPS certified) Please attach a copy of the certification for each server listed above. on file @ city clerk's office

Please attach a copy of the liquor liability insurance held by the server/applicant

on file @ city clerk's office

**If the server does not have liquor liability insurance, then the application will not be approved**

## Determination of License Requirements

Is the event held by, or held for the benefit of a business or non-profit group?

Yes No

Business:

☐☒

Non-Profit:

☐☒

Will there be a cash bar? ☐

☒

Is there an entrance fee or donation required? ☐

☒

Is the event open to the general public? ☐

☒

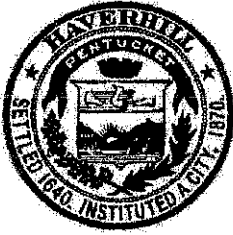
**If the answer to ANY of these questions is YES:**

- A One-Day Special License is required. License applications must be put before the License Commission.
- If the event is on city property, approval from City Council and the Mayor is also required.
- The licensee must purchase all alcohol from a *licensed wholesaler*.
- *A copy of the receipts for alcohol purchases are due to the City Clerk's office no later than 4 pm on the workday before the event.*

**I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the City of Haverhill.**

Signature: *Cerro Vlast*

Please contact the City Clerk's Office for any licensing questions



# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8430  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

## Official Use Only

### Approval

*[Signature]* *7/9/19*  
Chief of Police Date

*Joseph C. Blumstein* *8/1/19*  
License Commission Date

\_\_\_\_\_  
City Council (City Property) Date

\_\_\_\_\_  
Mayor (City Property) Date

Additional Conditions for License: \_\_\_\_\_

11.3.1.2

July 31, 2019

Lisa's Dogs was approved for a Hawker/Peddler License by the City Council on Tuesday July 23, 2019 for the Washington Square fixed location.

We would like to apply for the Haverhill Stadium @ Lincoln / Nettleton Ave location.

We have further negotiated and entered into an agreement with Mr. Tom O'Brien - Athletic Director at Haverhill High who is in charge of this specific location.

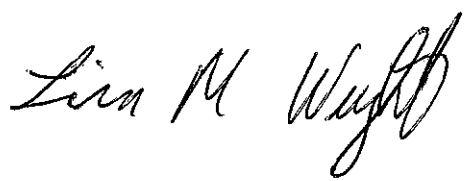
We would like the approval of the City Council on this location change.

We ask that all monies paid for previous application / licenses from Washington Square location be applied to this specific application / license.

Thank you for time and consideration

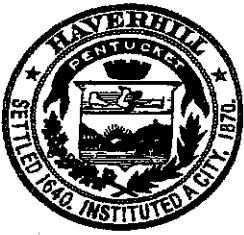
Sincerely

Lisa Wright



Philip - 25.00  
Lisa 300.00





# Haverhill

City Clerk's Office, Room 118  
Phone: 978-420-3623 Fax: 978-373-8490  
cityclerk@cityofhaverhill.com

Date 8/1/19

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

☒ Hawker or Peddler ☐ Employee of a Hawker or Peddler

NAME: Lisa Wright SIGNATURE: Lisa Wright  
ALL MERCHANDISE TO BE SOLD: hot dogs chips water soda

MONTH(S): 12mths DAY(S)/TIME(S): M-S 930-230

**LOCATION (CHECK ONE):**

☒ New – Fixed Location ☐ New – Mobile Cart  
☐ Renewal – Fixed Location ☐ Renewal – Mobile Cart  
☐ Seasonal—Fixed Location

**IF FIXED LOCATION, SELECT ONE BOX:**

☐ Bradford Common ☐ Riverside Park  
☐ GAR Park ☐ Swasey Park  
☒ Other: Outside Haverhill Stadium @ Lincoln/Nettleton Ave ☐ Washington Square  
☐ Winnekenni Area, Route 110

Fee: \$ \_\_\_\_\_  
Bond on File

**Department Use ONLY**

<u>[Signature]</u> Police Chief	<u>8/2/19</u> Date	<u>Francisco Dech</u> Health Inspector	<u>8-1-2019</u> Date
Wire Inspector	Date	Rec Director (Stadium Only)	Date

In Municipal Council, \_\_\_\_\_

Attest: \_\_\_\_\_, City Clerk

**Please Complete the Back side of this form.**

21

Date 8/1/19

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as an **Employee** of a Hawker Peddler

Name Philip Wright

Residence 160 King St  
Groveland Ma

Signature *Philip Wright*

Fee \_\_\_\_\_

Location Haverhill Stadium outside

Name of License Hawker Peddler at above location Lisa Wright

☒ New- Fixed Location

☐ New- Mobile Cart

☐ Renewal- Fixed Location

☐ Renewal- Mobile Cart

See Back for Phone Number/ Date of Birth/ Social Security #

*MR [Signature]*

Police Chief

*Francisco [Signature]*  
Health Department

Wire Inspector

Recreation Director (Stadium Only)

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Approved X Denied \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

LICENSE OR PERMIT BOND

License No.

Bond No. BLND940793

KNOW ALL MEN BY THESE PRESENTS, That

We Lisa Wright

of 160 King Street Groveland, MA 01834

and Massachusetts Bay Insurance Company

are held and firmly bound unto

a New Hampshire

, as Principal,  
corporation, as Surety,

City of Haverhill

hereinafter called the Obligee, in the penal sum of

Five Thousand Dollars

(\$ 5,000.00)

lawful money of the United States of America to be paid to said Obligee for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed with our hands and sealed with our seals, the 5th day of June, 2019

WHEREAS, the said principal has applied to said obligee for license or permit for  
Street Vendor License

Now, therefore, the Condition of this Obligation is such, that if the said Principal shall faithfully observe the provisions of the Laws, Ordinances, and Resolutions, governing the issuance of this License or Permit, then this Obligation shall be null and void, otherwise to remain in full force and effect.

This bond is effective the 5th day of June, 2019

Liability under this bond shall terminate as of the 5th day of June, 2020  
as to any acts subsequent thereto, unless said bond is continued in force from year to year by the issuance of a continuation certificate signed by the Surety.

The Surety may cancel this bond at any time by filing with the Obligee thirty (30) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the thirty day period.

Lisa Wright

BY:

Massachusetts Bay Insurance Company

BY:

Kevin P Sullivan, Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.  
**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kevin P Sullivan

Of W.C. Sullivan Insurance Agency, Inc., Haverhill, MA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

in the amount of: \$5,000.00

License or Permit Bond

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

**RESOLVED:** That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

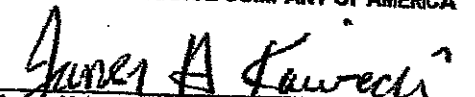
**RESOLVED:** That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2018.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Bryan J. Salvatore, Executive Vice President

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
James H. Kawiecki, Vice President

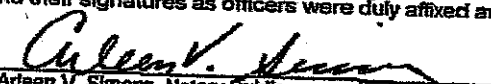
THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.



On this 19<sup>th</sup> day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



**ARLEEN V. SIMONS**  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires June 15, 2023

  
Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5<sup>th</sup> day of June 2019

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Carriok A. Bligh, Vice President

# **LICENSE AGREEMENT**

This license agreement, made the second day of August, in the year two thousand and nineteen, between the **STADIUM COMMISSION of the CITY OF HAVERHILL**, a municipal corporation duly organized under the laws of Massachusetts having its usual place of business at 4 Summer Street, Haverhill, Massachusetts 01830 (herein called Licensor,) and **Lisa Wright** of 160 King Street, Groveland, MA 01834 (herein called Licensee).

1. In consideration of the fee herein reserved and the Licensee's covenants herein contained, Licensor hereby licenses unto the Licensee the right to set up and operate a mobile food cart outside of Trinity Stadium, at the corner of Lincoln and Nettleton Avenues, Haverhill, MA.
2. To have and to hold the above-described premises unto Licensee for the term commencing **August 6 through November 30, 2019**, from 9:30 AM to 2:30 PM Monday through Friday, excepting all times when the Stadium is in use for Haverhill High School athletic events or other special events, unless sooner terminated as herein provided. Licensee agrees to use the licensed premises solely as a mobile food cart operation.
3. Licensee shall pay a fee in the sum of **Fifty Dollars (\$40.00) per week** for each such day she operates during the period of this license. Days cancelled due to inclement weather will be credited.
4. It is hereby covenanted and agreed between the parties hereto as follows:
  - A. Licensee will pay the said fee to Licensor at the office of the Stadium Commission 137 Monument Street, Haverhill, Massachusetts 01832 or at such other place as Licensor shall designate from time to time; and will punctually perform and observe all things in this license stated to be performed and observed by Licensee.
  - B. Licensee will keep the licensed premises in as good repair, order and condition as the same are in now or may be put in hereafter, reasonable wear and damage excepted, and will keep the licensed premises free of all trash and debris at all times, acknowledging that the same is now whole and in good order.

C. Licensee will save Licensor harmless and keep it exonerated from all loss, damage, liability or expense occasioned or claimed by reason of acts or neglects of Licensee or his employees or visitors or of independent contractors engaged or paid by Licensee from any neglect or misuse on the licensed premises or by reason of any nuisance made or suffered on the licensed premises. Licensee will not suffer or permit any waste, will not mar, deface, alter or add to the building or the facilities or appliances of Licensor. No unlawful, improper, noisy or offensive use shall be made of the licensed premises by Licensee or by others nor shall any occupation or use be made thereof contrary to any present or future law, ordinance, rule, regulation or order of the City of Haverhill for the time being in force, or that shall be injurious to any person or property or that shall be liable to endanger or to affect or make voidable any insurance on the licensed premises or the building or its contents or to increase the cost of any such insurance. During the continuance of this license and thereafter, all property of any kind that may be on the licensed premises shall be at the sole risk of the Licensee and Licensor shall not be liable to Licensee or any other person for any injury, loss or damage, however caused, to any person or property on the licensed premises. Licensee shall maintain liability insurance in the amount of One Million (\$1,000,000.00), which shall name the City of Haverhill as an additional insured.

D. Licensee will not assign this license without first obtaining on each occasion the written consent of Licensor. Licensee and his agents, servants and visitors will conform to all reasonable rules and regulations now or hereafter established by Licensor for the convenience, welfare or safety of the owners, occupants licensees, visitors and invitees of the premises.

E. Licensee will at the end of each day remove all goods and effects. At the end of the term of this license, the Licensee will peaceably yield up to Licensor the licensed premises in as good repair, order and condition as the same are in now or may be put in hereafter, reasonable use and wear and damage excepted.

F. Licensee covenants that if Licensee shall neglect or fail to perform or observe any of the covenants, agreements, provisions or conditions contained in this instrument and on his part to be performed or observed, Licensee shall forthwith forfeit any and all rights to said license, and, Licensor may prohibit Licensee, without demand or notice, in person or by agent or attorney, from any further use of the licensed premises.

The rights and remedies of Licensor provided in this license are cumulative and are additional to any and all rights and remedies Licensor may have otherwise by law or by statute present or future. In this license and all documents referring to it the terms "Licensor" and "Licensee" and all expressions referring thereto mean the corporation/individual named above as Licensor and Licensee, and their respective heirs, executors, administrators, successors and assigns and those claiming respectively through them unless plainly repugnant to the context. And in the provisions of this license for indemnifying or limiting the liability of Licensor, the term "Licensor" shall include and mean also for their personal benefit all officers of Licensor and all agents and managers engaged by Licensor in connection with the licensed premises.

G. Licensee shall provide the Stadium Commission with a menu of all food that will be served and sold and all menu items are subject to Stadium Commission approval.

H. Licensor can for any reason and at any time with 2 weeks (14 days) notice, terminate this licensing agreement.

Witness the execution hereof under seal this second day of August, 2019.

**STADIUM COMMISSION**, Licensor,  
By Its Chairperson

, Licensee,

Ten J. Brown

Lisa M. Wright

1152 - ENTERTAIN

11.3.2.1



## City of Haverhill

Date: 6/10/19

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive a license for:

Number of devices

☒ Coin-Operated Machine: 2

☐ Pinball Machine: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: December 31, 2019

NEW ☒ RENEWAL ☐

Fee: \$200.00

Vendor's Name: SunStar Vending INC

Vendor's Address: 142 19th St Brooklyn, NY 11232

Business Name: Papa Gino's

Business Address: 782 River St

Owner's Name: WC Purchaser LLC

Recommendation by Police Chief:

Approved ☒ Denied ☐

  
Police Chief

In Municipal Council, \_\_\_\_\_

Attest:

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

*In accordance with City of Haverhill Code, Chapter 104, Automatic Amusement Devices*

**-Please complete back of this application-**





## **New England Authentic Eats LLC**

Fed ID: 61-1905885

- DBA: Papa Gino's
- DBA: D'Angelo

### **Officers:**

**Neel Mayenkar – Secretary**  
6250 North River Road  
Rosemont, IL 60018

**William Van Epps – CEO**  
616 Old Coach Road  
Nicholasville, KY 40356

**Thomas Victor Sterrett – COO**  
105 Inverness Court  
Hendersonville, TN 37075  
617-651-1360

**Corey Wendland – CFO**  
3 Aimhi Woods Road  
Windham, ME 04062

**Karen Bray – VP Finance/Controller**  
171 Buck Knoll Road  
Raynham, MA 02767



**The Commonwealth of Massachusetts**  
**Department of Industrial Accidents**  
**1 Congress Street, Suite 100**  
**Boston, MA 02114-2017**  
**www.mass.gov/dia**

**Workers' Compensation Insurance Affidavit: General Businesses.**  
**TO BE FILED WITH THE PERMITTING AUTHORITY.**

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: New England Authentic Eats LLC DBA Papa Gino's

Address: 782 River St

City/State/Zip: Haverhill, MA 01832

Phone #: (978) 372-5468

**Are you an employer? Check the appropriate box:**

1. ☒ I am a employer with 20 employees (full and/or part-time).\*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

***I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.***

Insurance Company Name: Crum & Forster Indemnity Company

Insurer's Address: 100 High St #1350

City/State/Zip: Boston, MA 02110

Policy # or Self-ins. Lic. # WC 408-850450-2 Expiration Date: 02/11/2020

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

***I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.***

Signature: David Adeyemi

Date: 6/10/19

Phone #: 781-461-1200

***Official use only. Do not write in this area, to be completed by city or town official.***

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The PLEXUS Groupe LLC 21805 W Field Parkway, Ste 300  Dear Park IL 60010		<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C, No, Ext):</b> (847) 307-6100 <b>FAX (A/C, No):</b> (847) 307-6199 <b>E-MAIL ADDRESS:</b> certificates@plexusgroupe.com	
<b>INSURED</b> New England Authentic Eats LLC DBA: Papa Gino's/D'Angelo 600 Providence Highway Dedham MA 02026		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United States Fire Insurance Company <b>INSURER B:</b> XL Insurance America, Inc. <b>INSURER C:</b> Crum & Forster Indemnity Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 21113 24554 31348	

**COVERAGES****CERTIFICATE NUMBER:** 19/20 GL,WC,UMB,EXCS,**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL 543-850449-3	02/11/2019	02/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			US00089484L19A	02/11/2019	02/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		N/A	WC 408-850450-2	02/11/2019	02/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			GL 543-850449-3	02/11/2019	02/11/2020	Per Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE LOCATION SCHEDULE PROVIDED

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



March 28, 2019

RE: License Application

Please note that Papa Gino's Inc. and D'Angelo's sold all of their assets to New England Authentic Eats LLC (DBA Papa Gino's & D'Angelo) as a result of the Chapter 11 Bankruptcy filing.

As such, we are submitting a check and application in order to obtain a new license under the new owner's TIN.

Please contact: [Help-AP@PapaGinos.com](mailto:Help-AP@PapaGinos.com) if you have any questions or if there is additional paperwork that we need to complete in relation to the change in ownership. Also, please note that the General Manager and other staff at the restaurant have not changed.

The new TIN is: 61-1905885

Regards,

Pam Swain, License Coordinator  
600 Providence Highway  
Dedham, MA 02026  
781-467-1608

New England Authentic Eats LLC.  
600 Providence Hwy.  
Dedham, MA 02026  
Phone 781-461-1200

City of Haverhill

Taxi Driver License – Ch.230 sec.20

11.3.5.1

Honorable President and Members of the Haverhill City Council:

FEB 08 2019

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

Name: MATTHEW E. PAQUETTE

Address: 93 WHITE ST. APT#3

Applicant phone number: 978.648.0265

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

Office use only

New/Renew (circle one)

Fee: \$50 – annual fee

January 1 2019 to December 31st 2019

In Municipal Council

20

Attest

City Clerk

Approve

Denied

Police Chief

Please complete back side of this application

City of Haverhill

Taxi Driver License – Ch.230 sec.20

11,352

nd, 3  
500

Honorable President and Members of the Haverhill City Council:

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

Name: ERIC Sayers

Address: 1 Fairfield St Haverhill

Applicant phone number: 978-446-9462

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

Office use only

New/Renew (circle one)

Fee: \$50 – annual fee 50.00

In Municipal Council, \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ City Clerk

Approve ✓

Denied \_\_\_\_\_

[Signature]  
Police Chief

**Please complete back side of this application**

City of Haverhill

11.3.5.3

Taxi Driver License – Ch.230 sec.20

Honorable President and Members of the Haverhill City Council:

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

Name: Cody Glazier

Address: 11 Charles St

Applicant phone number: 9786087950

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

Office use only

New/Renew (circle one)

Fee: \$50 – annual fee

In Municipal Council, \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ City Clerk

Approve ✓

Denied \_\_\_\_\_

[Signature]  
Police Chief

Please complete back side of this application

# CITY OF HAVERHILL

11.3.12.1

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Buy & Sell Second Hand Articles

Name of business W.W. Thrift Store

Type of business THRIFT STORE

Address of business 26 Lafayette Sq

James Sanechigro

James Sanechigro

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, JAMES SANECHIGRO, 2015

## OFFICE USE ONLY

RENEW

No. \_\_\_\_\_

FEE \$50.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_, CITY CLERK

APPROVED ✓

DENIED \_\_\_\_\_

Dep. P. J. J.  
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK



11,313,11

City of Haverhill

License

Buy & Sell Second Hand Clothing

Honorable President and Members of the Haverhill City Council

The undersigned respectfully asks that he/she may receive a \_\_\_\_\_ License

Place of business being:

Name of Business:

W.W. Thrift Store

Address:

26 Lafayette St.

Applicant:

James Sanechiaro

Applicant phone number:

978-377-7751

Business Certificate # and expiration date:

130528

9/15/2018

Haverhill

JUL 22 2019 20

Office use only

New/Renew (circle one)

Fee:

\$50.00

In Municipal Council

20

Attest:

Approve

City Clerk

Denied

Alan R. P. [Signature]

Police Chief

(If needed, other Dept. Signoff)



Document  
CITY OF HAVERHILL  
In Municipal Council

12.1

Ordered:

That the City transfer the sum of \$50,000 from the Capital Budget to the Capital account:

Park Improvement and Revocation

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL  
MASSACHUSETTS**

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

August 2, 2019

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

RE: Order to transfer \$50,000 from the Capital Budget for park renovation improvements.

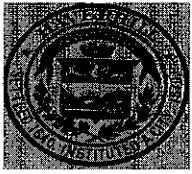
Dear Mr. President and Members of the Haverhill City Council:

Please find attached an order to transfer \$50,000 from the Capital Budget for park renovation and improvements. This appropriation was previously requested by the Recreation Department, reviewed and approved as part of the Haverhill Capital Improvement Plan. I recommend approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf



Document

CITY OF HAVERHILL

In Municipal Council

12.2

Ordered:

That the sum of \$25,000 be appropriated from Sale of non-tax title land and transferred to Law Expenses to fund the Walcott Easements for the Boardwalk.

**JAMES J. FIORENTINI**  
MAYOR



**CITY OF HAVERHILL**  
**MASSACHUSETTS**

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

August 2, 2019

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

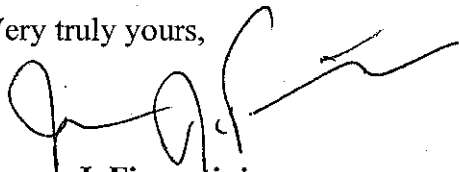
RE: Order to transfer \$25,000 from Sale of Non-Tax Title land to Law Expenses to fund easements for the Boardwalk

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

Please find attached an order to transfer \$25,000 from Sale of Non-Tax Title land to Law Expenses to fund the Walcott easements for the boardwalk.

In order to proceed with the Haverhill Heights project, it was necessary that we buy out an easement to the Walcott Corporation, owners of the Salvation Army building. The easement was for four parking spaces in the Cram Place parking lot. We made the purchase, and the council previously approved the easement. Please find attached a copy of the release and termination of easement which the council approved previously. This transfer is necessary in order to pay for the purchase. I recommend approval.

Very truly yours,



**James J. Fiorentini**  
Mayor

JJF/lyf

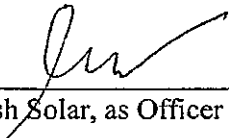


SO.ESSEX #400 Bk:37426 Pg:158  
04/05/2019 02:53 PM RL Pg 1/1  
eRecorded

### RELEASE AND TERMINATION OF EASEMENT

Josh Solar, Officer of the Walcott Corporation, a Delaware corporation, duly qualified as a foreign corporation in the Commonwealth of Massachusetts and having its principal place of business at 1050 Commonwealth Avenue, Boston, Massachusetts 02215, hereby releases and terminates all of its rights and benefits, and extinguishes all of its liability in that certain Easement Agreement recorded at the Essex South Registry of Deeds ("Registry") at Book 34499, Page 287 (the "Agreement") which granted to Walcott an easement for four (4) parking spaces in the City's Cram Place Parking Lot. The easement was for the benefit of Walcott Corporation's properties located at 122, 130 and 132 Merrimack Street, Haverhill, Massachusetts (collectively, the "Walcott Property"), more particularly described in a Deed recorded with the Registry in Book 5968, Page 289.

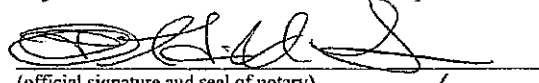
Executed under seal as of this 28 day of December, 2018.

  
Josh Solar, as Officer of the Walcott Corporation

### COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 28 day of December, 2018, before me, the undersigned notary public, personally appeared Josh Solar, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, acting in his/her capacity as Officer of the Walcott Corporation as aforesaid.

  
(official signature and seal of notary)  
My commission expires 8/9/2024



ADRIAN NEWMAN SR  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires August 9, 2024

122 130, 132 Merrimack Street Haverhill, MA



SO.ESSEX #401 Bk:37426 Pg:159  
04/05/2019 02:53 PM EMNT Pg 1/14  
eRecorded

## GRANT OF EASEMENT AND REVOCABLE LICENSE AGREEMENT

This Grant of Easement and Revocable License Agreement ("Agreement") is dated as of this 28<sup>th</sup> day of November, 2018, and is by and between the City of Haverhill, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 (the "City") and the Walcott Corporation, a Delaware corporation, duly qualified as a foreign corporation in the Commonwealth of Massachusetts and having its principal place of business at 1050 Commonwealth Avenue, Boston, Massachusetts 02215 ("Walcott").

### RECITALS

WHEREAS, The City is the owner of a certain parcel of land known as the "How Street Parking Lot" located off Howe Street, Haverhill, Massachusetts (the "City Property") and more particularly described in a Deed recorded with the Essex South Registry of Deeds ("Registry") in Book 8320, Page 500; and

WHEREAS, Walcott is the owner of certain parcels of land with all buildings and improvements located thereon, and which property is located at 122, 130 and 132 Merrimack Street, Haverhill, Massachusetts (collectively, the "Walcott Property"), more particularly described in a Deed recorded with the Registry in Book 5968, Page 289; and

WHEREAS, the City has the right to grant an easement for certain purposes on the City Property in the location shown on the Easement Plan attached hereto as Exhibit A; and

WHEREAS, the City granted certain easement rights to Walcott by the Agreement recorded at the Registry in Book 34499, Page 287 (the "Previous Agreement") which granted to Walcott an easement for four (4) parking spaces in the City's Cram Place Parking Lot; and

WHEREAS, subject to the terms and provisions of this Agreement, the City hereby grants an easement to Walcott for the use of the Parking Spaces on the City Property as shown on the Easement Plan, attached hereto as Exhibit A, and Walcott agrees to release and terminate its interest in the easement created by the Previous Agreement; and

- 122, 130 & 132 Merrimack Street, Haverhill, MA

WHEREAS, the City has the right to grant a license for certain purposes on Merrimack Street in the location shown on the Merrimack Street Spaces Plan, attached hereto as Exhibit B; and

WHEREAS, subject to the terms and provisions of this Agreement, the City hereby grants a revocable license to Walcott for parking and loading in the location shown on the Merrimack Street Spaces Plan.

## AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Easement for the Benefit of Walcott.**

The City hereby grants to Walcott, for the "exclusive use and occupancy," described below in this section, and non-assignable or transferable benefit of Walcott (except to heirs, successors and assigns who are owners, tenants or lessees of the Walcott Property (the Permitted Transferees"), and Walcott's and Permitted Transferees' employees, tenants and tenants' employees, customers, contractors, guests, and invitees (collectively, the "Walcott Parties"), and subject to the provisions of Section 2 below, a perpetual easement for the exclusive use and occupancy of the Parking Spaces shown on the Easement Plan. The Parking Spaces are to be available for the use of Walcott and the Walcott Parties, twenty-four (24) hours a day and seven (7) days a week. Walcott shall be permitted to locate two (2) Salvation Army donation bins within the Parking Spaces until such time as the Walcott Property is no longer tenanted and used by the Salvation Army Thrift Store ("Salvation Army") or another, like, tenant, after which the Parking Spaces shall be for the use of Walcott and the Walcott Parties for vehicular parking. The City shall be responsible for the installation of designated parking signage within thirty (30) days following the execution of this Agreement within which thirty (30) day period, the City and Walcott shall mutually and reasonably agree to the form and content of the signs and shall be consistent with other City signs used for similar purposes. Walcott shall be responsible for maintaining and replacing such signage as necessary. The City reserves the right to and shall enforce its parking rules and regulations by ticketing unauthorized users who are not Walcott Parties. The City shall continue to perform, in the ordinary course, repair and maintenance, including snow and ice removal ("Repair and Maintenance"), to the Easement Area as is normal and customary for such similarly situated, City owned properties. Walcott shall be required to remove all vehicles from the Parking Spaces reasonably promptly at the direction of the City for Repair and Maintenance purposes of the Property, including the Easement Area. Further, Walcott and the Walcott Parties shall be entitled to enforce the use of the Easement Area by following generally accepted private tow procedures in the City, and Walcott agrees and shall hold the City harmless and indemnify the City as to any such towing.



For purposes of this Section 1, "exclusive use and occupancy" includes the right of pedestrian and vehicular ingress and egress to and from the Parking Spaces for the purposes set forth above to a public way immediately adjacent and bounding the Property. The right of use and occupancy shall be subject to the City's reasonable rights of access for Repair and Maintenance of the Easement Area and the Property as more particularly described herein and Walcott's obligations to remove all vehicles from the Parking Spaces at the direction of the City when required in connection with the performance of such Repair and Maintenance.

Subject to the foregoing, the City agrees that it shall not do anything which materially inhibits or interferes with, or prevents Walcott or the Walcott Parties from utilizing the Parking Spaces as provided for in this Agreement.

## **2. Revocable License for the Benefit of Walcott.**

The City hereby grants to Walcott, for the "exclusive use and occupancy," described below in this section, and non-assignable or transferable benefit of Walcott (except to heirs, successors and assigns who are owners, tenants or lessees of the Walcott Property (the Permitted Transferees"), and Walcott's and Permitted Transferees' employees, tenants and tenants' employees, customers, contractors, guests, and invitees (collectively, the "Walcott Parties"), a revocable license for the exclusive use and occupancy of the Merrimack Street Parking and Loading Spaces ("Merrimack Street Spaces"), as shown on Exhibit B. The Merrimack Street Spaces are to be available for the use of Walcott and the Walcott Parties, twenty-four (24) hours a day and seven (7) days a week. Walcott shall be permitted to use the Merrimack Street Spaces for parking and loading until such time as the Walcott Property is no longer tenanted and used by the Salvation Army Thrift Store ("Salvation Army") or another, like, tenant, after which Walcott shall forthwith so notify the City and the license shall be revoked upon receipt of such notice by the City. The City shall be responsible for the installation of designated parking signage within thirty (30) days following the execution of this Agreement within which thirty (30) day period, the City and Walcott shall mutually and reasonably agree to the form and content of the signs and shall be consistent with other City signs used for similar purposes. Walcott shall be responsible for maintaining and replacing such signage as necessary. The City reserves the right to and shall enforce its parking rules and regulations by ticketing unauthorized users who are not Walcott Parties. The City shall continue to perform, in the ordinary course, repair and maintenance, including snow and ice removal ("Repair and Maintenance"), to the Merrimack Street Spaces as is normal and customary for such similarly situated, City owned properties. Walcott shall be required to remove all vehicles from the Merrimack Street Spaces reasonably promptly at the direction of the City for Repair and Maintenance purposes of Merrimack Street, including the Merrimack Street Spaces. Further, Walcott and the Walcott Parties shall be entitled to enforce the use of the Merrimack Street Spaces by following generally accepted private tow procedures in the City, and Walcott agrees and shall hold the City harmless and indemnify the City as to any such towing.

### **3. Consideration.**

The City shall pay to Walcott the sum of Twenty Five Thousand Dollars (\$25,000.00) for its release and termination of the easement created by the Previous Agreement.

### **4. Insurance Requirement.**

During Walcott's exercise of any rights granted hereunder Walcott will make reasonable efforts to require when granting or assigning rights to use the Parking Spaces or the Merrimack Street Spaces that all Walcott Parties will (i) only park registered and insured vehicles in the Easement Area or Merrimack Street Spaces, and (ii) comply with any and all reasonable requests from the City to evidence same.

### **5. General Provisions.**

5.1 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and for the breach of which any party shall have all legal remedies allowed or provided under such laws. Any determination of invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

5.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may not be changed or modified except as agreed in a writing signed by each of the parties.

5.3 Each party hereby agrees that it will execute and deliver any and all assurances of law and other instruments, and take any and all action, which any other party hereto deems necessary or desirable to carry out any term or provision of this Agreement or to continue this Agreement in full force and effect for the term hereof.

5.4 Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers, or to render any party hereto liable for the debts or obligations of any other party hereto.

5.5 All notices and other communications to be given in connection with this Agreement shall be in writing and shall be sent by (a) United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, with copy simultaneously sent by First Class United States Postal Service Mail (b) nationally recognized overnight courier service guaranteeing overnight delivery with copy simultaneously sent by First Class United States Postal Service Mail; or (c) electronic or facsimile transmission (if confirmed orally or in writing by mail or overnight courier service as aforesaid within 24 hours of such transmission) addressed to such party at the respective addresses set forth below beside such party's name:

To Walcott: Josh Solar, Officer  
1050 Commonwealth Avenue  
Boston, Massachusetts 02215

To City: City of Haverhill  
4 Summer Street  
Haverhill, MA  
01830  
Attn: Mayor

With a copy to: City of Haverhill  
4 Summer Street  
Haverhill, MA  
01830  
Attn: City Solicitor

Except that any party may by written notice to other parties designate another address that shall thereupon become the effective address of such party for the purposes of this paragraph. Notice shall be deemed given: (a) three (3) business days after mailed by United States Postal Service; (b) on the next business day if sent by nationally recognized overnight courier; and (c) on receipt if sent by electronic or facsimile (and confirmed orally or by mail or overnight courier service as before said).

5.6 Walcott shall indemnify, defend, and hold harmless the City, from and against any loss, cost, expense (including, without limitation, reasonable attorneys' fees), damage, liability, or claim arising out of, related to or in connection with any failure on the part of Walcott, respectively, to comply with any provision or term required to be performed or complied with by Walcott hereunder or caused by negligence or willful misconduct of Walcott, except to the extent resulting from the negligence or willful misconduct of the City.

5.7 This Agreement may be modified or amended only by agreement, in writing, signed by Walcott or Walcott's successors and assigns and the City.

5.8 The terms of this Agreement, including but not limited to the rights, privileges, obligations and conditions set forth or referenced herein, shall, with regard to the easement only, run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The Revocable License shall be subject to the terms and conditions set forth as to termination.

5.9 All references Walcott and the City made herein shall include their respective heirs, successors and assigns.

5.10 Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under, or as may be reasonably necessary or helpful to give effect to, this Agreement.

5.11 The Parking Spaces and the Merrimack Street Spaces are for the exclusive use of Walcott and the Walcott Parties and Permitted Transferees. Walcott, the Walcott Parties, and the Permitted Transferees shall not be permitted to lease, sublease, assign, or transfer any of its rights hereunder to others than the Walcott Parties and Permitted Transferees without the express, written permission of the City, which permission may be withheld or given in its sole and absolute discretion.

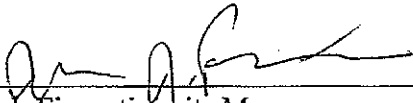
5.12 The persons signing this Agreement represent and warrant they have all legal authority and power, in their respective capacities, to execute this Agreement.

5.13 The City shall indemnify, defend, and hold harmless Walcott, from and against any loss, cost, expense (including, without limitation, reasonable attorneys' fees), damage, liability, or claim arising out of, related to or in connection with any failure on the part of the City to comply with any provision or term required to be performed or complied with by the City hereunder or caused by negligence or willful misconduct of the City, except to the extent resulting from the negligence or willful misconduct of Walcott.


[signatures appear on following page]

Executed under seal as of the date first set forth above.

**CITY OF HAVERHILL, a Massachusetts  
municipal corporation**

By:   
James J. Fiorentini, its Mayor

Approved as to legal form and  
sufficiency:

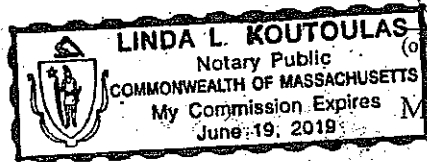
  
City Solicitor

\_\_\_\_\_  
Josh Solar as he is an Officer of Walcott  
Corporation

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 27<sup>th</sup> day of September, 2018, before me, the undersigned notary public, personally appeared James J. Fiorentini and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Haverhill, Massachusetts, a Massachusetts municipal corporation.



*[Handwritten Signature]*

(official signature and seal of notary)

My commission expires 6/19/19

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_\_ day of September, 2018, before me, the undersigned notary public, personally appeared Josh Solar, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, acting in his/her capacity as Officer of the Walcott Corporation.

\_\_\_\_\_  
(official signature and seal of notary)

My commission expires \_\_\_\_\_

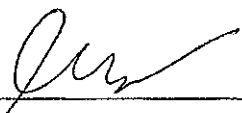
Executed under seal as of the date first set forth above.

**CITY OF HAVERHILL, a Massachusetts  
municipal corporation**

By: \_\_\_\_\_  
James J. Fiorentini , its Mayor

Approved as to legal form and sufficiency:

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

  
\_\_\_\_\_  
Josh Solar as he is an Officer of Walcott  
Corporation

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_\_ day of September, 2018, before me, the undersigned notary public, personally appeared James J. Fiorentini and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Haverhill, Massachusetts, a Massachusetts municipal corporation.

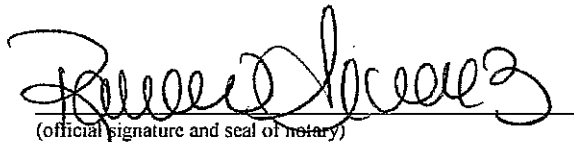
\_\_\_\_\_  
(official signature and seal of notary)

My commission expires \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 28 <sup>november</sup> day of ~~September~~, 2018, before me, the undersigned notary public, personally appeared Josh Solar, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, acting in his/her capacity as Officer of the Walcott Corporation.

  
(official signature and seal of notary)

My commission expires June 3, 2022



RAVEN ALVAREZ  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires June 03, 2022



**EXHIBIT A**  
**Easement Plan**

Haverhill Place  
Parking Lot

30-Permit

Proposed  
Parking Lot

21-Permit

How Street  
Parking Lot

25-Multi-use 41-Total

2 Spaces  
Salvation Army

EXHIBIT A  
"Easement Plan"

Riverfront Promenade  
Parking Lot

34-Multi-use 57-Total

Cram Place  
Parking Lot

8-Permit

Merrimack Street  
Parking Lot

48-Two-hour Limit

Herbert H. G.

Westerly Side  
130-Permit

Lower Level  
Westerly Side  
124-Multi-use 135-Total

Lower Level

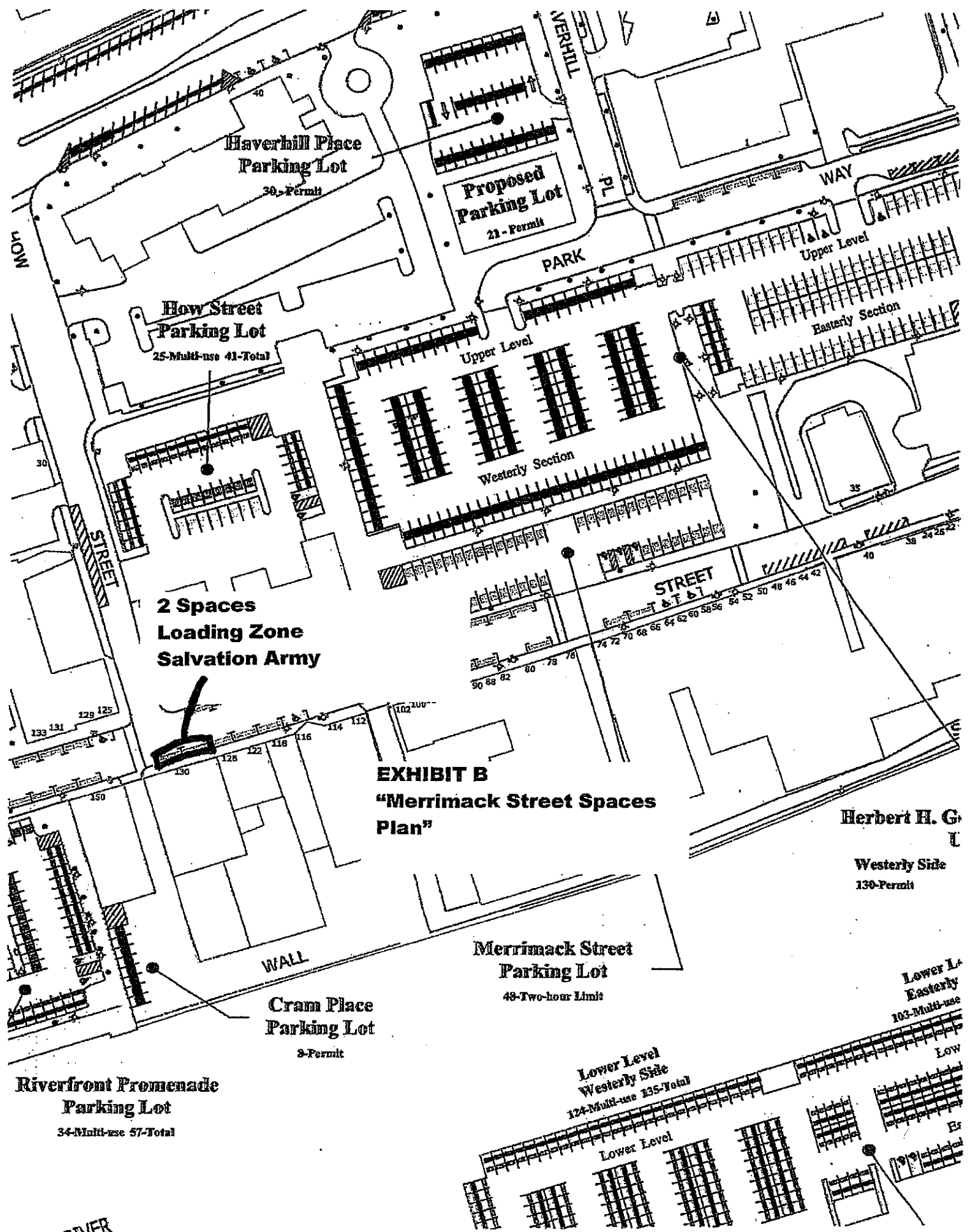
Lower L  
Easterly  
103-Multi-use

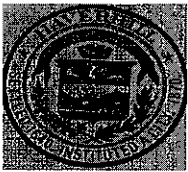
Low

Ex

**EXHIBIT B**

**Merrimack Street Spaces Plan**





Document

CITY OF HAVERHILL

In Municipal Council

12.3

ORDERED: That the City appropriates Four Hundred Thousand Dollars (\$400,000) to pay costs of roof repairs at the Haverhill Highschool Pool Building, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under M.G.L. c. 44 any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

# ***Greenwood Industries, Inc.***

## **Architectural Metal and Roofing Contractors**

July 24, 2019

Subject: Haverhill High School Pool Roof  
137 Monument Street  
Haverhill, MA 01832

Greenwood Industries, Inc. hereby proposes to furnish all labor, materials and equipment necessary to perform the following scope of work for the above referenced project.

- Furnish and install a 60 mil Black fully adhered EPDM roofing system.
- Furnish and install a ½" HD iso cover board at upper roof area.
- Furnish and install 3.5" of rigid polyiso roof insulation.
- Furnish and install 3.5" min tapered rigid polyiso at concrete roof deck.
- Furnish and install a 6 mil poly vapor barrier.
- Flash all walls, curbs, drains, and other roof penetrations.
- Furnish and install .050" kynar aluminum edge metal and copings.
- Use of all union roofers and sheet metal mechanics.
- 20 year warranty.
- Hoisting

**Base Bid:                      \$399,000.00**

EXCLUDES: Any work not listed above.  
Cutting and patching of roof deck.  
Hazardous Material  
Premium Time  
Building Permits  
Temporary Roofing  
Wood Blocking  
Prefabricated metal roofing  
Custom Colored Metal

If you have any questions or comments regarding this proposal please contact me at (774) 243-9645 or by e-mail at [shawnm@greenwood-industries.com](mailto:shawnm@greenwood-industries.com)  
Sincerely,

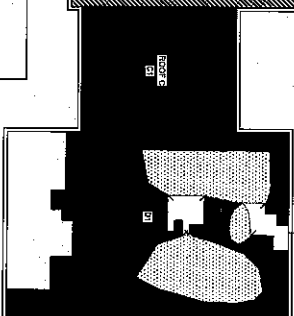
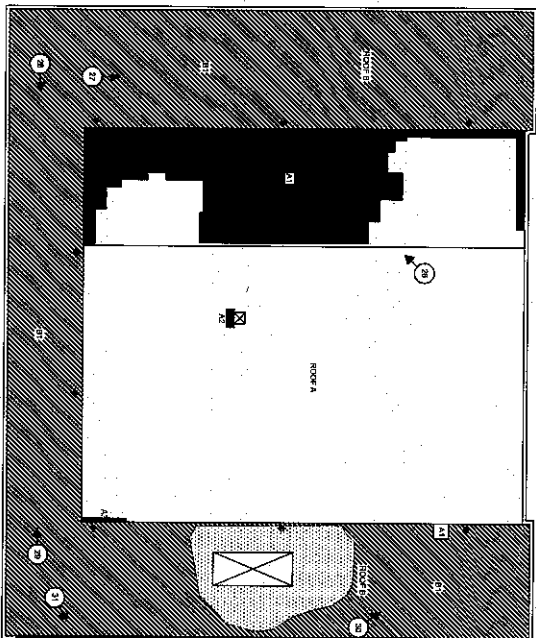
*Shawn D Marengo*  
Estimator  
Private Construction  
**Greenwood Industries Inc.**

*P.O. BOX 2800 - WORCESTER, MA 01613-2800 - TEL (508) 865-4040 - FAX (508) 865-8016*

WET AREA CHART		
AREA #	OVERALL DIMENSIONS	ACTUAL SQ. FT.
A1	32' X 118'	2,171
A2	5' X 2'	10
A3	1' X 12'	12
B1	170' X 140'	10,944
P1	34' X 41'	1,391
P2	50' X 75'	2,470

\*INDICATES THAT A MEMBRANE PUNCTURE OR SPLIT IN THE MEMBRANE WAS NOTED WITHIN THE WET AREA.

NOTE:  
MOISTURE ON ROOF B WAS TOO EXTENSIVE TO ACCURATELY MARK OUT ON THE ROOF. NUMEROUS PUNCTURES AND OTHER DEFECTS WERE NOTED.



HAVERHILL HIGH SCHOOL POOL HOUSE MOISTURE SURVEY RESULTS				
ROOF SECTION	APPROX. SIZE(SF)*	NUMBER OF WET AREAS	AREA WET(SF)**	PERCENTAGE WET
ROOF A	12,626	3	2,193	17.3%
ROOF B	10,960	1	10,960	75-100%
ROOF C	1,394	1	1,391	100%
ROOF D	3,750	1	2,470	65%
TOTAL SCANNED	28,730	6	16,998	59.2%

\*ROOF SIZE IS APPROXIMATE AND IS PROVIDED SOLELY TO SHOW AMOUNT OF MOISTURE DAMAGE AS A PERCENTAGE OF THE ENTIRE ROOF AREA. CONTRACTORS ARE RESPONSIBLE FOR THEIR OWN MEASUREMENTS.  
\*\*FIGURES SHOWN ON THIS CHART REPRESENT THE ACTUAL DIMENSIONS OF WET AREAS AS MARKED ON THE ROOF AND SHOWN IN THIS DRAWING. FINAL REPLACEMENT FIGURES (SQUARED OFF DIMENSIONS) WILL BE HIGHER.

# INFRARED ROOF MOISTURE SURVEY

HAVERHILL HIGH SCHOOL  
POOL HOUSE ROOF  
137 MONUMENT ST.  
HAVERHILL, MA

LEGEND:

MOISTURE INDICATED ROOF DRAIN MECHANICAL EQUIP.

MOISTURE INDICATED IN OVER 75% OF ROOF

PHOTO ORIENTATION

SHEET	1	OF	1	DATE	1/15/2019
SCALE	AS NOTED				



**PROSCAN**  
INFRARED TECHNOLOGIES  
AMESBURY, MASSACHUSETTS 01913  
TEL. (978) 388-5155 FAX (978) 388-5255



JAMES J. FIORENTINI  
MAYOR

**CITY OF HAVERHILL  
MASSACHUSETTS**

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

August 2, 2019

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

RE: Order to transfer from bond proceeds for \$400,000.00 to fund roof repairs at the Haverhill High School Pool Building

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

Please see attached an order to transfer from bond proceeds for \$400,000.00 to fund roof repairs at the Haverhill High School Pool Building. This appropriation was previously requested by the School Department, reviewed and approved as part of the Haverhill Capital Improvement Plan. I recommend approval.

Very truly yours,

*James J. Fiorentini (LYF)*

James J. Fiorentini, Mayor

JJF/lyf





DOCUMENT

# CITY OF HAVERHILL

In Municipal Council

*File 10 days*

*13.1*

~~ORDERED~~ MUNICIPAL ORDINANCE

CHAPTER 240

An Ordinance Relating to Parking  
(42 Allen Street)-**ESTABLISH** Handicapped Parking)

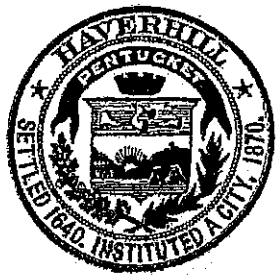
BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-1302 Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended by ESTABLISHING the following:

LOCATION	REGULATION	HOURS/DAYS
42 Allen Street (placed directly across the street From 42 Allen Street)	No Parking	24 Hours
In front of No. 42 Allen Street Except for One 24 hour handicap parking space at #42 Allen Street		

APPROVED as to legality:

---

City Solicitor



# Haverhill

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

July 25, 2019

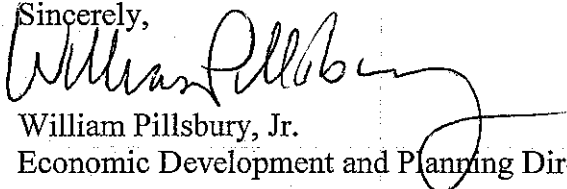
Mr. John A. Michitson, Council President  
City Council Members  
City Hall-Room #204  
City of Haverhill

**RE: ESTABLISHMENT OF HANDICAP PARKING – 42 ALLEN STREET**

Dear Council President & Councilors:

As per your request dated, July 24, 2019, I am submitting a Municipal Ordinance that will allow for handicap parking in front of **42 ALLEN STREET**.

Sincerely,

  
William Pillsbury, Jr.  
Economic Development and Planning Director

Attachment: Email from Officer Pearl

WP/lp

To: Chief Denaro

From: Officer Pearl

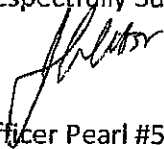
Date: July 10, 2019

RE: Handicap Parking sign application

Sir,

I have spoken with Blair Taylor of 42 Allen St. in regards to his application for a handicap parking sign. I also inspected the location. Mr. Taylor is a disabled veteran and struggles to get to his vehicle in the winter time. Additionally parking is limited during large funerals at a local funeral home. At this time it appears that he meets all the requirements for a handicap sign and I would recommend that a sign be placed at the location.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Officer Pearl', is written over the printed name.

Officer Pearl #55

**CITY COUNCIL**

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



**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**

1611

CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
[www.haverhillma.gov](http://www.haverhillma.gov)  
[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

July 31, 2019

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

Councillor Melinda Barrett requests to discuss Oxford Avenue speeding reduction and safety improvements.

  
City Councillor Melinda Barrett

**CITY COUNCIL**

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



**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

16.2

CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
[www.haverhillma.gov](http://www.haverhillma.gov)  
[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

July 31, 2019

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

Councillor Melinda Barrett requests to discuss Salem Street speeding and trash.

  
City Councillor Melinda Barrett

**CITY COUNCIL**

**JOHN A. MICHITSON**  
*PRESIDENT*  
**THOMAS J. SULLIVAN**  
*VICE PRESIDENT*  
**JOSEPH J. BEVILACQUA**  
**MELINDA E. BARRETT**  
**COLIN F. LEPAGE**  
**TIMOTHY J. JORDAN**  
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**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**


16,3

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July 31, 2019

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

Councillor Bevilacqua requests discussion regarding advance notice requirement for closing of public streets

  
City Councillor Joseph Bevilacqua

**CITY COUNCIL**

**JOHN A. MICHITSON**

***PRESIDENT***

**THOMAS J. SULLIVAN**

***VICE PRESIDENT***

**JOSEPH J. BEVILACQUA**

**MELINDA E. BARRETT**

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**MICHAEL S. MCGONAGLE**



**CITY OF HAVERHILL**

**HAVERHILL, MASSACHUSETTS 01830-5843**

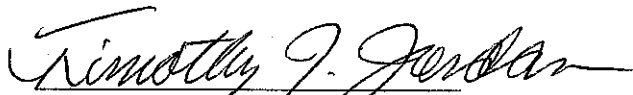
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[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

July 31, 2019

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

Councillor Jordan requests to introduce Leota Sarrette to City Council to discuss National Grid's proposal to install a double pole at 805 North Broadway.

  
City Councilor Timothy Jordan

**CITY COUNCIL**

**JOHN A. MICHITSON**  
*PRESIDENT*  
**THOMAS J. SULLIVAN**  
*VICE PRESIDENT*  
**JOSEPH J. BEVILACQUA**  
**MELINDA E. BARRETT**  
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**WILLIAM J. MACEK**  
**MARY ELLEN DALY O'BRIEN**  
**MICHAEL S. MCGONAGLE**



**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**

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[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

August 2, 2019

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

Councillor Melinda Barrett requests to discuss the traffic signal exiting CVS in Lafayette Square.

  
City Councillor Melinda Barrett



16.6

**CITY COUNCIL**



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

**CITY OF HAVERHILL**  
**HAVERHILL, MASSACHUSETTS 01830-5843**

August 2, 2019

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

Councillor Macek requests to open discussion relative to the process for establishing a Charter Commission to review the current City of Haverhill Charter.

*William J. Macek*  
City Councillor William J. Macek *sen*

# **CITY OF HAVERHILL**

## **MASSACHUSETTS CITY SOLICITOR'S OFFICE**

145 South Main Street  
Bradford, MA 01835  
(978) 373-2360  
FAX: 978/372-0688  
EMAIL: billcoxlaw@aol.com

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

April 6, 2009

TO: Michael J. Hart, President and Members of the Haverhill City Council

FROM: William D. Cox, Jr., Esq.  
City Solicitor

RE: Amendments to Charter - Provisions for the Election of Ward Councillors

In response to your recent request for information as to how the Charter of the City of Haverhill could be amended or revised to provide for the election of certain city councillors by ward, I would respond as follows:

The charter is the "constitution" of a city. The charter contains the basic provisions which establish the form, structure and organization of a government, and the powers and duties of various officials.

Cities have the power to adopt or revise a charter or to amend the existing charter. The provisions of any adopted or revised charter or any charter amendment may not be inconsistent with the constitution or any laws enacted by the state legislature in conformity with its reserved powers.

There are three different kinds of charters in existence. They differ in the way they are or have been obtained by cities. Cities may adopt or amend home rule charters through the method contained in the Home Rule Amendment. Charters have also been obtained by special laws passed by the state legislature. Some cities have accepted one of the "plan" city charters which the state legislature made available. In general, charters can be adopted or changed only by the home rule method or the special act charter method.

Haverhill's current charter, which can be found in front of the City Code, is essentially a wholesale acceptance of the Plan A form of government provided by GL c. 43.

**REVISION OF PLAN OF GOVERNMENT PROVIDED BY GL c. 43**

The Charter for the City of Haverhill currently includes the specific language of GL c. 43 relative to the adoption of an alternate plan form of government. The process would be commenced with a petition addressed to the city council, signed by qualified voters of the city in a number equal at least to ten per cent of the registered voters at the state election next preceding the filing of the petition, in the form provided by law, and filed with the city clerk. The petition must be filed with the city clerk at least one hundred and forty days before the date of the election at which the question proposed by the petition is to be submitted to a vote of the voters. I have attached the specific provisions of sections C-1 through C15 of the City's Charter for your further review as to the entire process.

The Plan B form of government would provide for the election of eleven City Councillors, with one councillor being elected by and from the voters of each ward and the remaining councillors elected by and from the voters of the city. I would caution any interested parties to carefully review the specific provisions of such a plan, as this plan of government changes not only the composition and election of the City Council, but some of the powers of the Mayor as to the appointment and removal of certain department heads, and, the Mayor's power to remove any subordinate officers under the charge of department heads. The process for filling vacancies in the City Council and for the Mayor are also somewhat different under Plan B from our current provisions. Attached is a copy of GL c. 43, §56 - 63 which provides the specifics of a Plan B form of government.

**CHARTER COMMISSION - Chapter 43B. Home Rule Procedures**

A city may adopt a new charter or revise a charter previously adopted by means of a charter commission. In order to initiate the process, a petition signed by not less than fifteen percent of the voters in the city or town who were eligible to vote in the last preceding state election must be filed with the registrar of voters. Within ten days the registrars must certify the signatures on the petition which are names of registered voters in the city and report the results to the city council by filing its report with the city clerk.

Within thirty days after the registrars have filed their certification report the city council must order the question to be submitted to the voters. The question of whether to adopt or revise the charter and to elect a charter commission will appear in the ballot at the next regular city election held on or after the sixtieth day following the adoption of the order. The order will also provide for the nomination of charter commission members. The order does not require the concurrence of the mayor and is not subject to referendum.

If the city council fails to make such order, the question of adopting or revising a charter will be submitted to the voters at the first regular city election held on or after the ninetieth day after receipt by the city council of certification.

If the voters approve the election of a charter commission, specific procedures are provided by state statute as to the procedure to be followed. Attached is a general outline of such procedures, including the submission of a proposed charter change to the voters.

### **SPECIAL ACT CHARTER**

The special act charter method is generally a faster process, but requires approval by the state legislature.

A city may adopt or change a charter by requesting the state legislature to pass a special law. Except for a few narrow exceptions, the state legislature must obtain local approval before it can pass a special law relating to a single city. Local approval means that the local legislative body votes to request the state legislature to pass the special act.

Where the local legislative body fails to approve the request, certain cities and towns provide for a local initiative petition process under their charter which would allow the question to go directly to the voters for approval. Haverhill's Charter provides for such a petition in sections C-37 through C41, copies of which are enclosed.

Upon local approval, the charter or charter change can be filed as a bill by a member of the state legislature. The bill will proceed through the legislative process in the same manner as other legislation.

Traditionally, the special act will not be effective until the voters of the city, in response to a ballot question, have voted to accept it. If the tradition of local acceptance is not followed, the charter or amendment will become effective either on the thirtieth day after it is signed or on an effective date specified in the legislation.

The involvement of the city's voters at large is not required in regard to a city's petition for enactment of a special act or in regard to the legislature's subsequent ratification of the act even though the voters at large may have been involved in the original acceptance of the statute.

If I can be of any further assistance, please do not hesitate to call on me.

WDCjr/md

Encl.

cc: James J. Fiorentini, Mayor

**CITY COUNCIL**

**JOHN A. MICHITSON**

***PRESIDENT***

**THOMAS J. SULLIVAN**

***VICE PRESIDENT***

**JOSEPH J. BEVILACQUA**

**MELINDA E. BARRETT**

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**MICHAEL S. MCGONAGLE**



**CITY OF HAVERHILL**

**HAVERHILL, MASSACHUSETTS 01830-5843**

1617

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[www.haverhillma.gov](http://www.haverhillma.gov)

[citycnci@cityofhaverhill.com](mailto:citycnci@cityofhaverhill.com)

August 2, 2019

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

Councillor Joseph Bevilacqua requests discussion regarding school safety measures.

Joseph Bevilacqua  
City Councillor Joseph Bevilacqua

16.8

**CITY COUNCIL**

**JOHN A. MICHITSON**  
*PRESIDENT*  
**THOMAS J. SULLIVAN**  
*VICE PRESIDENT*  
**JOSEPH J. BEVILACQUA**  
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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

August 2, 2019

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

Councillor Joseph Bevilacqua requests discussion regarding additional funding to be received from state be applied toward school building needs.

*Joseph Bevilacqua*  
City Councillor Joseph Bevilacqua



DOCUMENT 29-T

**CITY OF HAVERHILL**

In Municipal Council July 23 2019

171

~~ORDERED~~ MUNICIPAL ORDINANCE

CHAPTER 240

An Ordinance Relating to Parking  
(50 Howard Street-ESTABLISH Handicapped Parking)

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

LOCATION	REGULATION	HOURS/DAYS
50 Howard Street	No Parking	24 Hours
In front of No. 50 Howard Street Except for One 24 hour handicap parking space at #50 Howard Street		

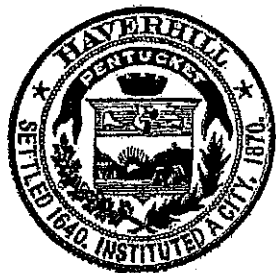
APPROVED as to legality:

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

PLACED ON FILE for at least 10 days

Attest:

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



# Haverhill

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

July 11, 2019

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

**RE: ADD HANDICAP PARKING – 50 HOWARD STREET**

Dear Council President & Councilors:

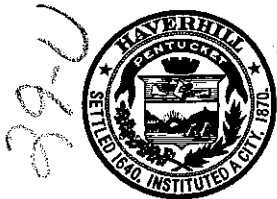
It was noted, after a review of ordinances, that the handicap space at 50 Howard Street was inadvertently deleted (Document 29E). I am submitting a Municipal Ordinance that will add a handicap parking space in front of 50 Howard Street.

Sincerely,

William Pillsbury, Jr.  
Economic Development and Planning Director

WP/lp





DOCUMENT 29-U

## CITY OF HAVERHILL

In Municipal Council July 23 2019

172

~~ORDERED~~: MUNICIPAL ORDINANCE

CHAPTER 240

An Ordinance Relating to Parking  
(21 Blaisdell Street-**DELETE** Handicapped Parking)

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

LOCATION	REGULATION	HOURS/DAYS
21 Blaisdell Street	No Parking	24 Hours
In front of No. 21 Blaisdell Street		

APPROVED as to legality:

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

PLACED ON FILE for at least 10 days  
Attest:

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



# Haverhill

Economic Development and Planning

Phone: 978-374-2330

Fax: 978-374-2315

July 11, 2019

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

**RE: Handicap Parking – Delete Handicapped Parking located at 21 Blaisdell Street**

Dear Council President:

As per your request dated, June 26, 2019; I am submitting a Municipal Ordinance that will delete handicap parking at **21 Blaisdell Street**.

Sincerely,

William Pillsbury, Jr.  
Economic Development and Planning Director

WP/lp



DOCUMENT 29-V

# CITY OF HAVERHILL

In Municipal Council July 23 2019

123

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 240

## An Ordinance Relating to Parking (157 Franklin Street)-ESTABLISH Handicapped Parking)

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

LOCATION	REGULATION	HOURS/DAYS
In front of No. 157 Franklin Street Except for two 24 hour handicap parking spaces.	No Parking	24 Hours

APPROVED as to legality:

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

PLACED ON FILE FOR AT LEAST 10 days

Attest:

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



# Haverhill

Economic Development and Planning  
Phone: 978-374-2330  
Fax: 978-374-2315

July 16, 2019

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

**RE: Handicap Parking – Handicapped Parking located at 157 Franklin Street**

Dear Council President:

As per your request dated, July 10, 2019; I am submitting a Municipal Ordinance that will add 2nd handicap parking at 157 Franklin Street.

Sincerely,

William Pillsbury, Jr.  
Economic Development and Planning Director

WP/lp

## **Linda Koutoulas**

---

**From:** Officer Zachary Phair <zphair@haverhillpolice.com>  
**Sent:** Tuesday, July 09, 2019 1:31 PM  
**To:** cityclerk  
**Cc:** Captain Robert P. Pistone; Officer Jason E. Pearl  
**Subject:** Handicap parking in front of 157 Franklin St

Linda,

The Correction for the handicap parking spot recommendation on Franklin St is as follows. I recommend that two designated parking spots are placed across from 157 Franklin St per our conversation. No further corrections on this matter.

-Officer Phair

## CITY COUNCIL

JOHN A. MICHITSON  
*79-R*  
 PRESIDENT  
 THOMAS J. SULLIVAN  
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 JOSEPH J. BEVILACQUA  
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 MICHAEL S. MCGONAGLE




CITY OF HAVERHILL  
 HAVERHILL, MASSACHUSETTS 01830-5843

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 www.haverhillma.gov  
 citycncl@cityofhaverhill.com

July 15, 2019

TO: Members of the City Council:

Council President Michitson wishes to recognize the extraordinary efforts by Keith Boucher and team.

  
 Council President John A. Michitson

IN CITY COUNCIL: July 23 2019  
 POSTPONED TO AUGUST 6 2019  
 Attest?

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

79-9

## CITY COUNCIL

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

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[citycnci@cityofhaverhill.com](mailto:citycnci@cityofhaverhill.com)

July 19 2018

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

Communication from Councillor Michitson requesting to introduce Barbara Donegan to announce Ruth's House Hidden Gem Gala on September 14<sup>th</sup>.

City Council President John Michitson

IN CITY COUNCIL: July 23 2019

POSTPONED TO AUGUST 6 2019

Attest:

---

 City Clerk

Join us in supporting Ruth's House at the  
**Hidden Gem Gala**

**Haverhill's Best Kept Secret**

Saturday, September 14th, 2019

7:00 pm — 11:00 pm

**Haverhill Country Club**

58 Brickett Lane, Haverhill, MA

**Raffle Ticket & Gala \$50**

First Prize: \$2,000 cash

Second Prize: \$1,000 cash

Third Prize: \$500 cash

Only 250 tickets sold.

Winner does not need to be present to win.

Food • Live Entertainment: Rozwell Band

Silent Auction • Raffle Baskets • Cash Bar

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79-W  
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CITY OF HAVERHILL  
HAVERHILL, MASSACHUSETTS 01830-5843

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citycncl@cityofhaverhill.com

July 15, 2019

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

Councillor Colin LePage requests a discussion on hemp-derived cannabinoid (CBD) product retail sales in Haverhill.

  
City Councillor Colin LePage

IN CITY COUNCIL: July 23 2019

POSTPONED TO AUGUST 6 2019

Attest:

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

29-1  
CITY COUNCIL

JOHN A. MICHITSON

PRESIDENT

THOMAS J. SULLIVAN

VICE PRESIDENT

JOSEPH J. BEVILACQUA

MELINDA E. BARRETT

COLIN F. LePAGE

TIMOTHY J. JORDAN

WILLIAM J. MACEK

MARY ELLEN DALY O'BRIEN


MICHAEL S. MCGONAGLE

CITY OF HAVERHILL  
HAVERHILL, MASSACHUSETTS 01830-584317/19  
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citycncl@cityofhaverhill.com

July 17, 2019

Mr. President and Members of the City Council:

Council Macek requests a discussion regarding lightning rod legislation.

  
City Councillor William J. Macek

IN CITY COUNCIL: JULY 23 2019

POSTPONED TO AUGUST 6 2019

Attest:

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

## CITY COUNCIL

JOHN A. MICHITSON

PRESIDENT

THOMAS J. SULLIVAN

VICE PRESIDENT

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MELINDA E. BARRETT

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www.ci.haverhill.ma.us  
citycncl@cityofhaverhill.com

July 19 2018

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

Communication from Councillor Daly O'Brien requesting a discussion regarding sidewalk safety during construction projects downtown.

*Mary Ellen Daly O'Brien* 

City Councillor Mary Ellen Daly O'Brien

IN CITY COUNCIL: July 23 2019

POSTPONED TO AUGUST 6 2019

Attest:

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

**CITY COUNCIL**

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



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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843  
**MINUTES OF THE PUBLIC SAFETY COMMITTEE MEETING**  
**HELD ON JULY 29, 2019**

A City Council/Public Safety Committee meeting was held on July 29, 2019 at 7:00PM. in the City Council office.

Committee Members present: Committee Chairperson Michael McGonagle, Councillor Melinda Barrett and Councillor Mary Ellen Daly O'Brien.

Department Head: William Laliberty, Fire Chief;

Attendee: Nell Fitts

The following items were discussed:

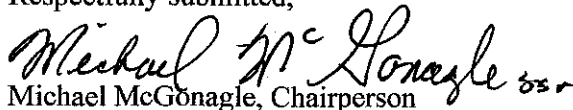
**1) Document #59-B** – Communication from Councillor Bevilacqua to discuss moveable basketball hoops. *The Committee had a discussion in regard to a constituent concern regarding movable basketball hoops, after reviewing the current ordinance no further action is recommended at this time. The current ordinance stipulates that no one can impede a public way with any kind of ballgame or activity and violators will be fined if they are in non-compliance. This item will be removed from the Committee study list.*

**2) Document #38-D** – Communication from Councillors Sullivan and Barrett requesting an update on City's emergency management plan and status of working generators in all public building in City. *Chief Laliberty gave an update as to the last remaining station in need of a generator (Water St.). The Chief said there is a grant through FEMA, which we are waiting to hear if it will take care of the Water St. generator. The Chief informed us that there is enough money through the cost saving of purchasing the other three fire station generators from the dealer that Water St. could be covered with that savings. The Committee recommends sending a letter to the Mayor requesting an update on the status. As part of the discussion the Chief mentioned that the Golden Hill generator is in need of a scheduled preventive maintenance as it serves as a backup for police and fire radio communication. The Committee recommends that the Council send a letter to the Mayor to implement and report on a regular maintenance and testing schedule.*

**3) Document #58-G/2017** – Communication from President Michitson requesting to present an update on the meeting with group homes stakeholders to address severe problems in Haverhill; *This item was discussed and in light of an upcoming meeting with the State Delegation and stakeholders this item will be removed from the Public Safety Study list. It is anticipated that we will revisit this item when we convene a meeting with the State Delegation.*

**4) Document 79-C** – Communication from Councillor Barrett requesting to discuss creating an ordinance for animals left unattended in cars. *Councillor Barrett informed the Committee that this ordinance has been created and requested that it be removed from the Committee study list.*

Respectfully submitted,

  
Michael McGonagle, Chairperson  
Public Safety Committee  
MG/bsa

July 31, 2019

## CITY COUNCIL

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### DOCUMENTS REFERRED TO COMMITTEE STUDY

38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16 9/6/16, 11/31/16, 1/17/17, 5/11/17, 10/24/17 3/6/19
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16 1/31/17
26E	City of Haverhill – Mayor’s Recommendations, Capital Improvement Program – 2016-2020	A & F	5/31/16 11/3/16, 5/11/2017, 7/25/17, 2/15/18 3/6/19
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizen Outreach	1/3/17 1/31/17, 8/15/17
10-U	Communication from President Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizen Outreach	1/31/17 8/15/17, 4/23/18
58-G	Communication from President Michitson requesting to present an update on the meeting with group homes stakeholders to address severe problems in Haverhill	Public Safety	5/2/17
7-M	Communication from Councillor Daly O’Brien re: street parking change after storms by providing alternate street parking the night after storm to improve plowing & clearing in inner city streets	Citizen Outreach	1/16/18
38-D	Communication from Councillors Sullivan and Barrett requesting an update on City’s emergency management plan and status of working generators in all public building in City	Public Safety	3/20/18 1/23/19
82	Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking – Fees, Rate and Terms	A & F	7/10/18
8-B	Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking – Chart	A & F	7/10/18
93-L	Communication from President Michitson requesting to introduce Dave Labrode to discuss street tree plantings	NRPP	8/7/18 2/28/19
2-C	Ordinance re: Vehicles & Traffic; Central Business District Parking Fees Rates and Terms	A & F	8/21/18
93-W	Communication from Councillor Sullivan and Bevilacqua request to discuss possibility of entering into an agreement with Lorraine Post 29 VFW to rehab and lease Clement Farm House located at 1314 Main St., Haverhill	NRPP	9/11/18 2/28/19
121-H	Communication from Councillor Bevilacqua requesting to introduce discussion re: Haverhill Youth Soccer with David Lefcourt, Pres. & Edward Felker, Chair Field Committee	NRPP	12/4/18 2/28/19

**DOCUMENTS REFERRED TO COMMITTEE STUDY (cont.)**

20-B	Communication from Mayor Fiorentini submitting the Haverhill Public Library Parking Study Draft Technical Report	P & D	3/12/19
38-I	Communication from Councillor Macek to refer City's Ch. 255 – Zoning, Article XVIII, Solar Energy Systems, Sec. 255-185 thru 255-194 to Administration & Finance Committee	A & F	3/12/19
13-Y	Communication from Councillor LePage to discuss accounting of revenue funds received from Licensed Marijuana establishments & their allocation to mitigate costs and impacts to city	A&F	3/12/19
38-J	Communication from Councillor Macek requesting a discussion about reserve parking spaces at City Hall designated for Registry of Motor Vehicles	NRPP	3/19/19
38-K	Communication from Councillor Macek requesting to discuss solar panels on proposed commercial buildings	A&F	3/19/19
38S	Communication from Councillor Bevilacqua regarding construction vehicle parking in Washington St. Historic District lots and on-street parking	P & D	4/2/19
38T	Communication from Councillor Macek requesting to send Planning & Development Committee request to have meeting with City Engineer & MASS DOT personnel to review plans for reconstruction of Main St. from City Hall through Monument Sq.	P & D	4/2/19
38X	Communication from Councillor Bevilacqua requesting a discussion regarding the Veterans Clinic parking on Merrimack St.	P & D	4/9/19
59	Communication from Councillor Macek to discuss intersection of Lake St. and W. Lowell Ave.	P & D	4/23/19
59B	Communication from Councillor Bevilacqua to discuss moveable basketball hoops	Public Safety	4/23/19
59C	Suspension – Councillor Bevilacqua request for stop sign at Saltonstall Sq. turning right onto Mill St	“	4/23/19
59-U	Communication from Councillor Macek requesting to introduce request from Jeanne Cunningham To purchase city owned property on Brandy Brow Rd., Map 462, Bl. 204, Lot 25	NRPP	6/4/19
79-C	Communication from Councillor Barrett request to discuss creating ordinance for animals left unattended in cars	Public Safety	6/18/19
79-F	Communication from Councillor Sullivan requesting to introduce Kathleen Fitts, Gale Park Assoc. to request the city replace the Gale Park Fountain in fiscal year 20	NRPP	6/25/19
79-T	Communication from Councillors Sullivan and Barrett re: discussion with VINFEN & Haverhill Police Dept. regarding incident in neighborhood of 20 Westland Ter. group home on 7/5 and steps being taken to better supervise residents and reduce police calls to residence	Public Safety	7/23/19
89-D	Communication from Councillors LePage, Michitson, Jordan requesting discussion on reducing exposure of persons under 21 yrs. of age to outdoor advertising (billboards) of marijuana products and zoning regulations pertaining to smoke and/or vapor stores in Haverhill	A & F	7/23/19