# CITY COUNCIL AGENDA

# Tuesday, July 23, 2019 at 7:00 PM

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

- 1. OPENING PRAYER
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF MINUTES OF PRIOR MEETING
- 4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING
- 5. COMMUNICATIONS FROM THE MAYOR
- 6. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:
  - 6.1. Communication from William Pillsbury, Economic Development and Planning Director requesting approval to submit key documents related to the redevelopment of the market rate/mixed use project at 2 Washington st Resolution 2 Washington st HDIP TIF Resolution authorizing Mayor to submit documents related to TIF Agreement and any related documents required for this project
  - 6.1.1. Resolution- 2 Washington Street HDIP-TIF-Program between Lee Properties and City of Haverhill
- 7. UTILITY HEARING(S) AND RELATED ORDER(S)
  - 7.1. <u>Document 74</u>; 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
  - 7.1.1. Order Grant National Grid & Verizon New England permission to relocate the pole at 4 Crosby st
- 8. HEARINGS AND RELATED ORDERS

# PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28

- 9. APPOINTMENTS:
  - 9.1. Confirming Appointments:
  - 9.2. Non-Confirming Appointments:

#### 10. PETITIONS:

10.1. Petition from Christopher Edwards, CEO on behalf of Haverwell Market, LLC, 24 R Pleasant st, Newburyport, MA requesting a Special Permit for an Adult Use Marijuana Establishment – LME 19-4 for 399 Amesbury rd – proposing to build a new 6600 s/f structure on a vacant lot

Council Hearing Aug 20th

10.2. Petition from Attorney Paul Magliocchetti representing *Mellow Fellows*, *LLC*, Haverhill - *Managers*: Timothy Riley, Haverhill; Charles Emery, Haverhill; and Edward Phillip Brown, Haverhill; requesting a Special Permit for an Adult Use Marijuana Establishment – LME – 19-5 with location to be leased from owner *MAC&D Realty*, *LLC* at 330 Amesbury rd

Council Hearing Aug 20th

# CITY COUNCIL AGENDA

# Tuesday, July 23, 2019 at 7:00 PM

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10.3.	<b>Applications</b>	Handicap	Parking	Sign

10.3.1. Blair Taylor 42 Allen st - new

10.3.2. John Woolf 207 Groveland st - renewal

Refer to Planning

# 11. AMUSEMENT/EVENT APPLICATIONS:

11.1. Application from Joseph LeBlanc for *Team Haverhill* requesting permit to hold *River Ruckus* with several related requests, Saturday, September 21<sup>st</sup> with rain date of September 22<sup>nd</sup>; 9 am to 9 pm at *Riverfront Park*, *Washington Street Historic District* and also requests the event permit fee, police/fire details fees and blanket vendor fees be waived

Has approval from Health, Fire & Police Depts with conditions

11.2. Application from Jennifer Matthews for *L'Arche Boston North* requesting permit to hold "*The Longest Table*", dinner on Wingate st for fundraising event with related requests on Thursday, August 22<sup>nd</sup> with rain date of August 23<sup>rd</sup>; 6 pm to 9 pm; and also requests event fee be waived *Has approval from Health, Fire & Police Depts* 

# 11.3. <u>Tag Days:</u>

# 11.4. One Day Liquor License:

- 11.4.1. Team Haverhill for One Day Beer & Wine license for "River Ruckus" Saturday, Sept 21<sup>st</sup> with rain date of Sunday, Sept 22<sup>nd</sup>; 9 am to 9 pm at Riverfront Park Has conditional approval from Police Dept & License Commission
- 11.4.2. L'Arche Boston for One Day Beer & Wine license for "The Longest Table" dinner on Wingate st; August 22<sup>nd</sup> with rain date of August 23<sup>rd</sup>; 6 pm to 9 pm Has conditional approval from Police Dept & License Commission
- 11.4.3. Peter Doyle for One Day All Alcohol license for wedding at Winnekenni Castle, Saturday, August 31<sup>st</sup>, 4:30 pm to 11:00 pm

Has approval from Police Dept & License Commission

## 11.5. Annual License Renewals

- 11.5.1.1. Hawker Peddlers License 2019
- 11.5.2. Coin-Op License Renewals 2019:
  - 11.5.2.1. Ari's Pizza 402 South Main st 2 Coin-ops new
- 11.5.3. Sunday Coin-Op License Renewals 2019
- 11.5.4. **Drainlayer License for 2019**
- 11.5.5. Taxi Driver Licenses for 2019
- 11.5.6. Taxi License:
  - 11.5.6.1. A Family Cab 21 White st 12 Vehicles renewal
- 11.5.7. Junk Dealer License
- 11.5.8. **Pool Tables**
- 11.5.9. Sunday Pool

# CITY COUNCIL AGENDA

# Tuesday, July 23, 2019 at 7:00 PM

# l'heodore A. Pelosi, Jr. Council Chambers, 4 Summer St, Room 202

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Bow!	ling
Sund	lay Bowling
Buy	& Sell Second Hand Articles
	& Sell Second Hand Clothing
	nbroker license
Fort	une Teller
Buy a	& Sell Old Gold
Rolle	er Skating Rink
Sund	ay Skating
Thea	ter
Exter	rior Vending Machines
Limo	usine/Livery License/Chair Cars :
21.1.	Maureen Callahan 57 Laurel av Callahan Transportation-
	1 Livery Vehicle
21.2.	Marcos P.B. Kordula 18 Christian cir White Castle Transportation
	1 Livery Vehicle
21.3.	Phil Rice Central Wheelchair & Van Transportation 142 Essex st
	7 Chair Cars
	Buy of Buy of Pawring Fortum Buy of Rolle Sund Thea Exter Limo 21.1.

#### 12. MOTIONS AND ORDERS:

# 13. ORDINANCES (FILE 10 DAYS)

- **13.1.** Ordinance re: Parking 50 Howard st, Establish Handicap Parking File 10 days
- 13.2. Ordinance re: Parking 21 Blaisdell st, DELETE Handicap Parking File 10 days
- 13.3. Ordinance re: Parking 157 Franklin st, Establish Handicap Parking
  File 10 days

#### 14. MONTHLY REPORT

14.1. Abatement report from Christine Webb, Assessor for month of June 2019

## 15. RESOLUTIONS and PROCLAMATIONS

## 16. COMMUNICATIONS FROM COUNCILLORS:

- **16.1.** Communication from President Michitson requesting to recognize the extraordinary efforts of Keith Boucher and team
- **16.2.** Communication from President Michitson requesting to introduce Barbara Donegan to announce *Ruth's House Hidden Gem Gala* on September 14<sup>th</sup>
- 16.3. Communication from Councillors Sullivan and Barrett requesting a discussion with *VINFEN* and the Haverhill Police Dept regarding a serious incident that occurred in the neighborhood of the 20 Westland ter group home on July 5 2019 as well as what steps are being taken to better supervise the residents and reduce the number of police calls to the residence

# CITY COUNCIL AGENDA

# Tuesday, July 23, 2019 at 7:00 PM

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

- **16.4.** Communication from Councillors Barrett and Jordan requesting to discuss firefighters staffing and other concerns
- **16.5.** Communication from Councillor Barrett to discuss FCC's proposed order to reduce cable revenues to Cities and Towns
- **16.6.** Communication from Councillor Colin LePage requesting a discussion on hemp-derived cannabinoid (CBD) product retail sales in Haverhill
- 16.7. Communication from Councillor Michael McGonagle requesting to refer a request from 109 the Gallery Barbershop on Essex st for two 30-minute parking spaces on Locke st to the Traffic & Safety Committee
- **16.8.** Communication from Councillor Macek requesting a discussion regarding lightning rod legislation
- **16.9.** Communication from Councillor Jordan requesting to introduce Gretchen Arntz of *Emmaus Inc* to discuss *Emmaus's Cycle for Shelter* being held this Sunday, July 28<sup>th</sup>
- **16.10.** Communication from Councillors Jordan & LePage requesting to discuss the recent *Joint Facilities Committee* meeting and the need to hire the recently approve HVAC worker with joint responsibilities to the School Department and the City
- **16.11.** Communication from Councillor Joseph Bevilacqua requesting a discussion regarding *Apollo 11's 50<sup>th</sup> Anniversary* and a challenge opportunity now for the Haverhill
- **16.12.** Communication from Councillor Joseph Bevilacqua requesting to introduce the request of Brenda Connolly for a *No Passing Sign* on Main st, northbound by *Smiley School*
- 16.13. Communication from Councillors LePage, Michitson and Jordan requesting a discussion on reducing the exposure of persons under 21 years of age to outdoor advertising (billboards) of marijuana products as well as zoning regulations pertaining to smoke and/or vapor stores in Haverhill
- **16.14.** Communication from Councillor Daly O'Brien requesting a discussion regarding sidewalk safety during construction projects downtown

# 17. UNFINISHED BUSINESS OF PRECEDING MEETINGS

- 17.1. <u>Document 29-R</u>: Ordinance re: Parking 46 Newcomb st Delete Handicap Parking *Filed July 10<sup>th</sup>*
- 17.2. <u>Document 29</u>-S: Ordinance re: Parking 32 Verndale st Delete Handicap Parking *Filed July 10<sup>th</sup>*
- 17.3. <u>Document 59-J</u>: Communication from Councillor Barrett requesting to introduce communication from Legislative Delegation concerning the *Bradford Layover Station* and seeks Council endorsement *Postponed from June 4<sup>th</sup>*



# CITY COUNCIL AGENDA

Tuesday, July 23, 2019 at 7:00 PM

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

- 18. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS
- 19. DOCUMENTS REFERRED TO COMMITTEE STUDY
- 20. ADJOURN



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

June 25, 2019

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

FROM: William Pillsbury, Economic Development and Planning Director

SUBJECT: 2 Washington Street HDIP\_TIF resolution -

I am pleased to ask for your approval to submit key documents related to the exciting redevelopment of the market rate/mixed use project at 2 Washington Street. As you recall the city council previously granted approval for this project.

I am asking the city council to approve the attached resolution authorizing the Mayor to submit documents related to the HDIP TIF agreement; and any related documents required for this project to become a reality.

I respectfully request that you approve these items tonight so that we can move forward with the continued transformation of our downtown area.

Thank you for your attention to this matter.

## RESOLUTION

# BE IT RESOLVED THAT THE City Council of the City of Haverhill:

- (a) Adopts and authorizes the Mayor to approve and execute a TIF agreement, pursuant to Massachusetts General Laws HDIP Program between Lee Properties and the City of Haverhill on the basis of the development of the 2 Washington Street parcel, Haverhill parcel ID 308-1-2; and
- (b) Authorizes the Mayor or his designee to take such other and further actions as may be necessary or appropriate to carry out the purposes of this resolution, or take any other action relative thereto.

74

Hearing July a

Questions contact Stefanie Steeves 978-725-1159

## PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

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.

#### 28106688

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

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

NATIONAL GRID

IN CITY COUNCIL: June 18 2019	BY Lave yourson, each
VOTED: that COUNCIL HEARING BE HELD	Engineering Department
JULY 23 2019 Attest:	VERIZON NEW ENGLAND, INC. BY
City Clerk	Manager / Right of Way

# national**grid**

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.

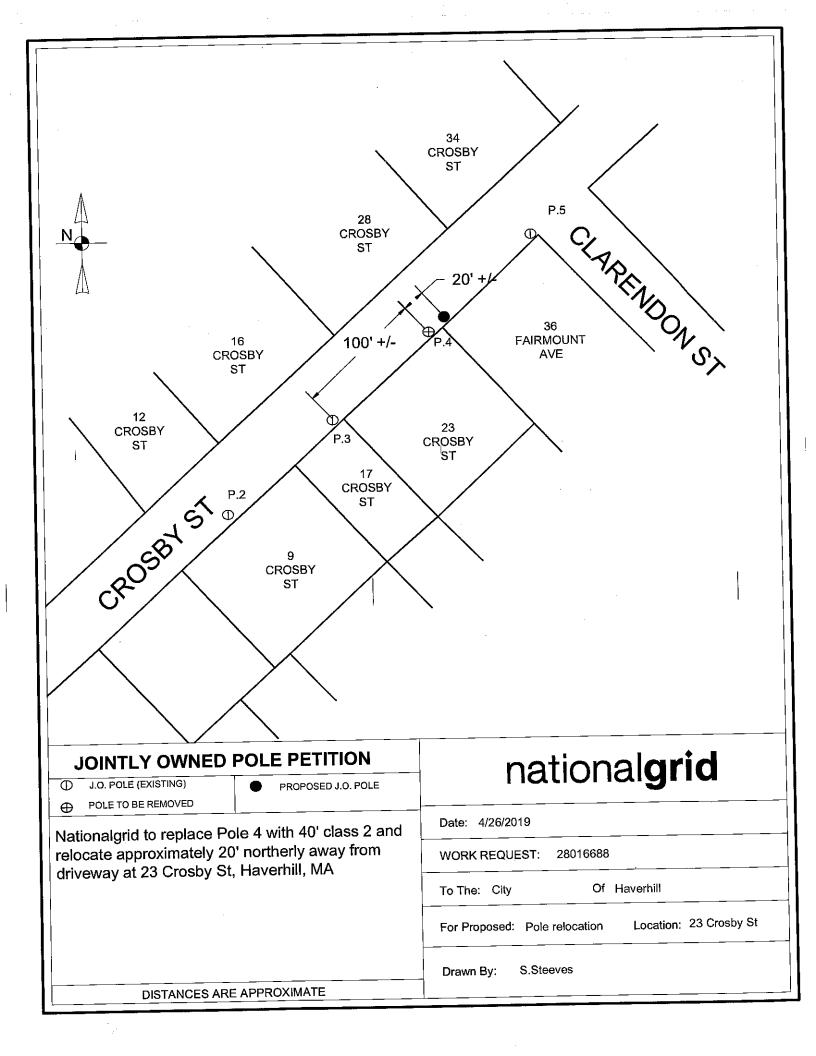
National Grid Contact: Lisa Ayres, 1101 Turnpike Street; North Andover, MA 01845 978-725-1418

Very truly yours,

Dave Johnson/lla

Dave Johnson Supervisor, Distribution Design

**Enclosures** 



Haverhilf

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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

of 20 .

City/Town Clerk.

Massachusetts

20

FOR HOLING JULY 23

(1.1.1)

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

Λ	tte	'tp:
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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 ENGLAN	JD, 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, Massachu		

#### **CERTIFICATE**

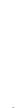
I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of

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

Hearing August 202019





haverwel



April 12, 2019

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

RE: Petition requesting special permit for LME

President Michitson.

Please accept this petition and accompanying Special Permit application materials to operate an LME-RO in the City of Haverhill. Our official name and contact info is as follows:

Haverwell Market, LLC 24R Pleasant St, Unit 2 Newburyport, MA 01950

Christopher Edwards Chief Executive Officer 617-549-8575

We are proposing to site a LME-RO at 399 Amesbury Rd. The proposed parcel is a vacant lot where we propose to build a new 6600 s/f structure. We have entered into a lease agreement to rent a 4800 s/f portion of the structure. The parcel abuts Route 110, a gas station, and wooded land. The site has excellent highway access, no immediate residential abutters, will have ample parking, and is not expected to generate any negative impact on the neighborhood. Further, the facility will generate significant tax and Host Community Agreement revenue for the City and 30+ professional jobs.

I am grateful for your attention to this petition, and I look forward to discussing with you and the Council in more detail.

Sincerely

Christopher Edwards

Chief Executive Officer



April 12, 2019

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

RE: 65-Day Waiver

President Michitson,

On behalf of Haverll Market, LLC, I hereby waive our right to the 65-day hearing requirement allowed by M.G.L. with regard to our application for a Special Permit to operate an LME at 399 Amesbury Rd.

Sincerely

Christopher Edwards
Chief Executive Officer

Marijuana Establishment (LME) Special Permit

LME-19-4

**Applicant** 

Christopher Edwards

**%** 6175498575

@ chris@haverwell.com

Location

0 AMESBURY RD Haverhill, MA 01830

**Business Owner Information** 

**Describe Your Role in This Application** 

**Business Owner** 

**Security Record Number** 

LMES-19-4

**Applicant Information** 

Is the Business Owner a Priority Applicant?

No

**Business Information** 

Name of Establishment

Haverwell Market, LLC

**Business Structure** 

Limited Liability Corporation (LLC)

**Company Website Address** 

haverwell.com

is the Location Leased or Owner?

Leased

Are You Seeking to Locate in the Waterfront District Area

(WDA)?

No

Type of Establishment

Retailer

**Taxpayer Identification Number (TIN)** 

83-3454848

**Business Phone** 

6175498575

Which Zone are You Applying for?

LME-RO: Retail Sales Only

If Another Marijuana Business Within 1/2 mile of Your Property

is Approved First, What Will You Do?

Seek a Waiver

Corporate Information (Required for Business Entities)

Legal Business Name

Haverwell Market, LLC

Are You a MA Business Entity?

Yes

Doing Business As (DBA) If Any

--

Filing Date w/Secretary of State

01/14/2019

**Corporate Officers & Director Information** 

Officer/Director Name

Christopher Edwards

Officer/Director Address

24R Pleasant St, Unit 2

Officer/Director % Ownership

100

Director/Officer Title

CEO

## **Hours of Operation**

Monday

9-7

Wednesday

9-7

Friday

9-7

Sunday

12-7

**Liability Agreement** 

Agree

true

**Indemnification Agreement** 

Agree

true

**New Custom Section** 

Tuesday

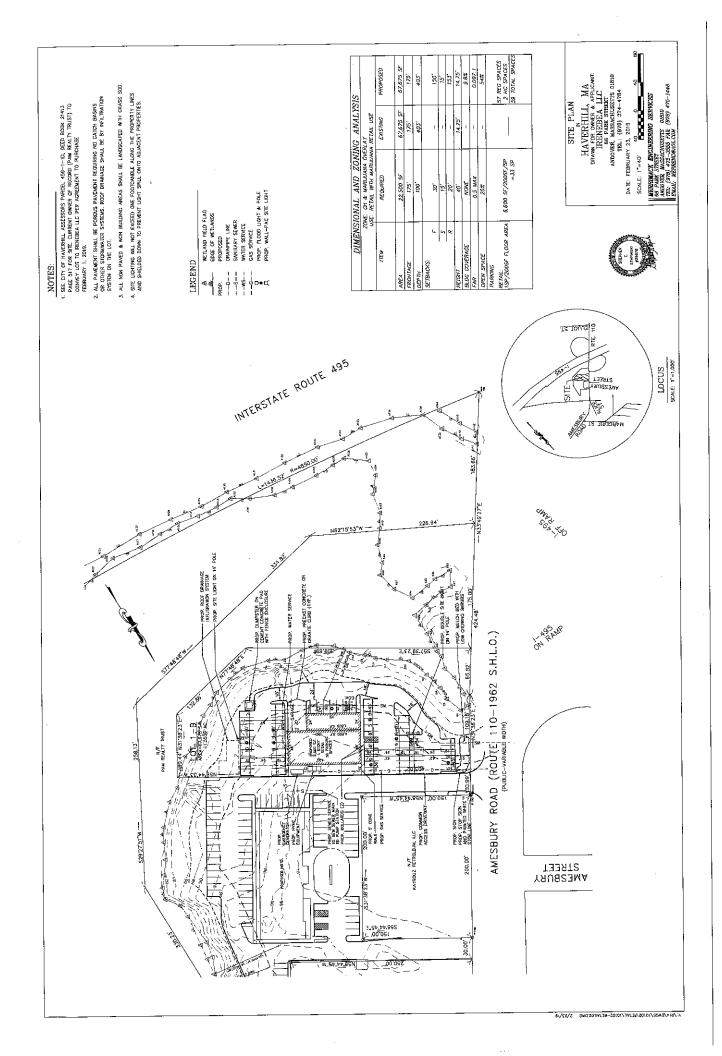
9-7

Thursday

9-7

Saturday

9-7



#### **MA Cannabis Control License:**

In order to apply for licensure from the MA Cannabis Control Commission, Haverwell Market is required to provide an executed Host Community Agreement with the City of Haverhill. Mayor Fiorentini has agreed that he will sign a Host Community Agreement with Haverwell Market upon receipt of a Special Permit to operate an LME by the Haverhill City Council. Therefore, we are unable to apply for state licensure at this time.

In lieu of providing a state license for review by the Council, this document will serve to demonstrate that the proposed facility and its owner qualifies and is eligible to receive a Certificate of Registration and meets all of the requirements of an LME in accordance with the Commission's regulations. Please note that the applicant, Christopher Edwards, is currently registered as a dispensary agent with the Cannabis Control Commission through a separate entity (Alternative Therapies Group, Inc, "ATG"). The applicant is the CEO of ATG, which has been awarded multiple licenses by the Cannabis Control Commission, demonstrating that he meets the state requirements for licensure. Specifically, the applicant meets all of the requirements:

### 935 CMR 500.030: "Registration of Marijuana Establishment Agents":

- Applicant is 21 or older
- Applicant has not been convicted of controlled substances offenses (or any other type of offense) in MA or anywhere else
- Applicant has previously been determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802

#### 935 CMR 500.801: "Suitability Standard for Licensure":

- Applicant has never been convicted of a felony in MA or anywhere else
- Applicant is not involved in any open/unresolved criminal proceedings
- Applicant is not involved in any open/unresolved marijuana business-related violations
- · Applicant does not have any outstanding or unresolved criminal warrants
- Applicant is not a sex offender
- Applicant does not have any felony convictions in MA or anywhere else
- Applicant has not been convicted or CWOF for distribution of a controlled substance to a minor
- Applicant does not have any non-felony weapons violations including firearms involving narcotics
- Applicant does not have any firearms related convictions
- Applicant does not have any criminal complaints against him

#### 935 CMR 500.802: "Suitability Standard for Registration as a Marijuana Establishment Agent":

- Applicant does not have any CORI
- Applicant has never been arrested, charged or incarcerated for any reason

#### 935 CMR 500.050: "Marijuana Establishments":

 Haverwell Market LLC is duly registered as a domestic business entity and in good standing with the Secretary of the Commonwealth and the Department of Revenue

- Haverwell Market has not been awarded more than three licenses within a particular class
- Although the applicant currently controls the decision making of three retail licenses held by ATG, his interest in those licenses is in the process of being sold to another party
- The applicant is not applying for a cultivation license and therefore the canopy limit is not applicable

## MEMORANDUM

TO:

Haverwell Market, LLC

c/o Mr. Christopher Edwards 24R Pleasant St, Unit 2 Newburyport, MA 01950

FROM:

Mr. Jeffrey S. Dirk, P.E., PTOE, FITE

Partner

Vanasse & Associates, Inc.

35 New England Business Center Drive

Suite 140

Andover, MA 01810-1066

(978) 269-6830 idirk@rdva.com

DATE:

March 4, 2019

RE:

8196

**SUBJECT:** Transportation Impact Assessment

Proposed Adult-Use Marijuana Dispensary – 399 Amesbury Road (Route 110)

Haverhill, Massachusetts

Vanasse & Associates, Inc. (VAI) has conducted a Transportation Impact Assessment (TIA) in order to determine the potential impacts on the transportation infrastructure associated with the proposed adult-use marijuana dispensary to be located at 399 Amesbury Road (Route 110) in Haverhill, Massachusetts (hereafter referred to as the "Project"). Specifically, this assessment: i) reviews the existing conditions context of the transportation infrastructure serving the Project site; ii) qualitatively evaluates the potential impact of the Project along Route 110; and iii) evaluates lines of sight and safety at the Project site driveway intersection. The Project will require the issuance of a State Highway Access Permit from the Massachusetts Department of Transportation (MassDOT) for access to Route 110.

This assessment was conducted pursuant to the standards of the Traffic Engineering and Transportation Planning professions for the preparation of such reports. Based on this assessment, we have concluded the following with respect to the Project:

- 1. Using trip-generation statistics published by the Institute of Transportation Engineers (ITE)<sup>1</sup> for dispensaries comparable in size to the Project, the marijuana dispensary portion of the Project is expected to generate approximately 400 vehicle trips on an average weekday and 366 vehicle trips on a Saturday (both two-way volumes over the operational day of the Project), with 17 vehicle trips expected during the weekday morning peak-hour and 53 vehicle trips expected during both the weekday evening and Saturday midday peak hours;
- 2. No apparent safety deficiencies were noted in the immediate proximity of the Project site based on a review of available data; and
- 3. Lines of sight at the Project site driveway intersection with Route 110 was found to exceed the recommended minimum sight distances for safe and efficient operation.



<sup>&</sup>lt;sup>1</sup>Trip Generation, 10th Edition; Institute of Transportation Engineers; Washington, DC; 2017.

In consideration of the above, we have concluded that the Project can be accommodated within the confines of the existing transportation infrastructure in a safe and efficient manner with implementation of the recommendations defined herein.

The following details our findings with respect to the Project.

## PROJECT DESCRIPTION AND EXISTING CONDITIONS CONTEXT

#### **Project Description**

As proposed, the Project will entail the construction of a 6,600± square foot (sf) building to be located at 399 Amesbury Road (Route 110) in Haverhill, Massachusetts, that will be demised to accommodate two (2) uses: a 4,800± sf adult-use marijuana dispensary and a 1,800± retail/commercial tenant. The retail/commercial tenant has not been identified at this time. The Project site encompasses 1.55± acres of land that is bounded by a commercial property to the north; areas of open and wooded space to the south and east; and Route 110 to the west.



Imagery ©2019 Google Map Data ©2019 Google

Access to the Project site is and will continue to be provided by way of the driveway that intersects the east side of Route 110 that serves the gravel parking lot immediately south of the driveway to the Mobil gasoline station and convenience store located at 401 Amesbury Road. The existing access is over 80-feet wide and will be reconstructed and narrowed to a width not to exceed 30-feet (standard MassDOT commercial driveway width), and will be a common driveway that will serve both the Project and the commercial property to the east of the Mobil station. On-site parking will be provided for 59 vehicles, including two (2) handicapped accessible spaces.



# EXISTING CONDITIONS CONTEXT

In order to establish the existing conditions context of the Project with respect to the transportation infrastructure, a comprehensive field inventory of existing conditions within the study area was conducted in February and March 2019. The field investigation consisted of an inventory of existing roadway geometrics; pedestrian and bicycle facilities; public transportation services; and traffic volumes; as well as posted speed limits and land use information along Route 110 in the vicinity of the Project site. The following provides a description of the transportation infrastructure serving the Project site.

#### Roadway

## Amesbury Road (Route 110)

Amesbury Road (Route 110) is a two-lane, urban minor arterial that is under the jurisdiction of MassDOT and traverses the study area in a general northeast-southwest alignment providing a full access interchange with Interstate 495 (I-495) to the south of the Project site (Exit 52). In the vicinity of the Project site, Route 110 provides two (2) 18 to 21-foot wide travel lanes separated by a double-yellow centerline with 1 to 3-foot wide marked shoulders. The posted speed limit along this section of Route 110 is 45 miles per hour (mph) in the vicinity of the Project site and changes to 40 mph to the north, with prevailing travel speeds measured in February/March 2019 found to be between 40 and 43 mph.<sup>2</sup> Land use in the vicinity of the Project site consists of residential and commercial properties, and areas of open and wooded space.

Traffic volume data collected in February and March 2019 indicates that Route 110 in the vicinity of the Project site accommodates approximately 10,700 vehicles per day on an average weekday and 6,625 vehicles on a Saturday, with approximately 1,010 vehicles per hour (vph) accommodated during the weekday morning peak-hour (highest traffic volume hour between 7:00 and 10:00 AM), 975 vph accommodated during the weekday evening peak-hour (highest traffic volume hour between 3:00 and 6:00 PM) and 505 vph accommodated during the Saturday midday peak-hour (highest traffic volume hour between 11:00 AM and 2:00 PM).

# Pedestrian and Bicycle Accommodations

Sidewalks are not provided along Route 110 in the vicinity of the Project site. Formal bicycle facilities were not identified within the immediate study area; however, Route 110 generally provides sufficient width to support bicycle travel in a shared traveled-way condition (i.e., bicyclists and motor vehicles sharing the traveled-way).

## **Public Transportation Services**

Regularly scheduled public transportation services are provided along Route 110 and past the Project site by the Merrimack Valley Regional Transit Authority (MVRTA). The MVRTA operates bus Route 51, Haverhill-Amesbury, which provides service along Route 110 between the Washington Square Transit Center in Haverhill and the Nicholas J. Costello Transportation Center in Amesbury. While not directly accessible to the Project site, the Massachusetts Bay Transportation Authority (MBTA) provides commuter rail service to North Station in Boston on the Haverhill Line from Haverhill Station which is within a 5-minute walking distance of the Washington Square Transit Center.

<sup>&</sup>lt;sup>2</sup>The prevailing travel speed is also known as the 85<sup>th</sup> percentile vehicle travel speed, or the speed at which 85 percent of the observed vehicles traveled at or below during the observation period.

# Motor Vehicle Crash Data

A review of the MassDOT statewide High Crash Location List indicated that there were no locations along Route 110 in the immediate vicinity of the Project site that were included on MassDOT's Highway Safety Improvement Program (HSIP) listing. To the south of the Project site, the diverge from I-495 northbound to the Route 110 off-ramp is listed as high crash cluster location for 2013-2015. Based on a review of the MassDOT motor vehicle crash data, no discernible safety deficiencies were apparent in the vicinity of the Project site.

# PROJECT-GENERATED TRAFFIC

In order to determine the traffic characteristics of the Project, trip-generation methodologies established by the ITE<sup>3</sup> were used. The ITE provides trip-generation information for various types of land uses developed as a result of scientific studies that have been conducted over the past 50 plus years, the most recent update of which was published in 2017. This data includes trip estimates for a land use that is similar to the Project. ITE Land Use Code (LUC) 882, Marijuana Dispensary, was used to develop the traffic characteristics of the Project. LUC 882 is a new land use that was added to the 10<sup>th</sup> edition of Trip Generation that was published in September 2017. With the exception of the weekday evening peak-hour, the data that is available is limited to four (4) sites ranging in size from 728 sf to 3,411 sf, with two (2) sites equaling or exceeding 3,000 sf. As such, trip rates (trips per 1,000 sf) were derived from the two (2) sites that included dispensaries that were 3,000 sf or larger, which were then averaged and applied to the size of the proposed dispensary. The resulting trip-generation calculations for the marijuana dispensary portion of the Project are summarized in Table 1. Note that the trip projections for the Project are after the initial opening period, during which traffic volumes will likely be higher than those cited in Table 1.



<sup>&</sup>lt;sup>3</sup>Ibid 1.

Table 1
TRIP GENERATION SUMMARY

	Vehicle Trips	
	Proposed Marijuana Dispensary	
Time Period/Direction	(4,800 sf)	
Average Weekday Daily:		
Entering	200	
Exiting	200	
Total	400	
Weekday Morning Peak Hour:		
Entering	10	
Exiting	_7	
Total	17	
Weekday Evening Peak Hour:		
Entering	26	
Exiting	<u>27</u>	
Total	53	
Saturday:		
Entering	183	
Exiting	<u>183</u>	
Total	366	
Saturday Mid-Day Peak Hour:		
Entering	26	
Exiting	<u>27</u>	
Total	53	

## **Project-Generated Traffic Volume Summary**

As can be seen in Table 1, using the ITE data and after the initial opening period, the marijuana dispensary is predicted to generate approximately 400 vehicle trips on an average weekday and 366 vehicle trips on a Saturday (both two-way volumes over the operational day of the Project), with 17 vehicle trips (10 vehicles entering and 7 exiting) expected during the weekday morning peak-hour and 53 vehicle trips (26 vehicles entering and 27 exiting) expected during both the weekday evening and Saturday midday peak hours.



#### SIGHT DISTANCE EVALUATION

Sight distance measurements were performed at the Project site driveway intersection with Route 110 in accordance with MassDOT and American Association of State Highway and Transportation Officials (AASHTO)<sup>4</sup> requirements. Both stopping sight distance (SSD) and intersection sight distance (ISD) measurements were performed. In brief, SSD is the distance required by a vehicle traveling at the design speed of a roadway, on wet pavement, to stop prior to striking an object in its travel path. ISD or corner sight distance (CSD) is the sight distance required by a driver entering or crossing an intersecting roadway to perceive an on-coming vehicle and safely complete a turning or crossing maneuver with on-coming traffic. In accordance with AASHTO standards, if the measured ISD is at least equal to the required SSD value for the appropriate design speed, the intersection can operate in a safe manner. Table 2 presents the measured SSD and ISD at the subject intersection.

Table 2 SIGHT DISTANCE MEASUREMENTS<sup>a</sup>

		Feet		
Intersection/Sight Distance Measurement	Required Minimum (SSD)	Desirable (ISD) <sup>b</sup>	Measured	
Route 110 at the Project Site Driveway				
Stopping Sight Distance:				
Route 110 approaching from the north	360		650+	
Route 110 approaching from the south	360		650+	
Intersection Sight Distance:				
Looking to the north from Project Site Driveway	360	500	650+	
Looking to the south from Project Site Driveway	360	430	650+	

<sup>&</sup>lt;sup>a</sup>Recommended minimum values obtained from A Policy on Geometric Design of Highways and Streets, 7th Edition; American Association of State Highway and Transportation Officials (AASHTO); 2018; and based on an approach speed of 45 mph along Route 110.

As can be seen in Table 2, lines of sight to and from the Project site driveway along Route 110 exceed the required minimum distances for safe (SSD) and efficient (ISD) operation based on an approach speed of 45 mph, which is slightly above the prevailing travel speed measured along Route 110 in the vicinity of the Project site (40-43 mph) and is consistent with the posted speed limit in this area (45 mph).

<sup>&</sup>lt;sup>b</sup>Values shown are the intersection sight distance for a vehicle turning right or left exiting a roadway under STOP control such that motorists approaching the intersection on the major street should not need to adjust their travel speed to less than 70 percent of their initial approach speed.

<sup>&</sup>lt;sup>4</sup>A Policy on Geometric Design of Highway and Streets, 7<sup>th</sup> Edition; American Association of State Highway and Transportation Officials (AASHTO); Washington D.C.; 2018.

### **CONCLUSIONS AND RECOMMENDATIONS**

#### **Conclusions**

VAI has completed a detailed assessment of the potential impacts on the transportation infrastructure associated with the proposed adult-use marijuana dispensary to be located at 399 Amesbury Road (Route 110) in Haverhill, Massachusetts. Specifically, this assessment has: i) reviewed the existing conditions context of the transportation infrastructure serving the Project site; ii) qualitatively evaluated the potential impact of the Project along Route 110; and iii) evaluated lines of sight and safety at the Project site driveway intersection. Based on this assessment, we have concluded the following with respect to the Project:

- 1. Using trip-generation statistics published by the ITE<sup>5</sup> for dispensaries comparable in size to the Project, the marijuana dispensary portion of the Project is expected to generate approximately 400 vehicle trips on an average weekday and 366 vehicle trips on a Saturday (both two-way volumes over the operational day of the Project), with 17 vehicle trips expected during the weekday morning peak-hour and 53 vehicle trips expected during both the weekday evening and Saturday midday peak hours;
- 2. No apparent safety deficiencies were noted in the immediate proximity of the Project site based on a review of available data; and
- 3. Lines of sight at the Project site driveway intersections with Route 110 were found to exceed the recommended minimum sight distances for safe and efficient operation.

In consideration of the above, we have concluded that the Project can be accommodated within the confines of the existing transportation infrastructure in a safe and efficient manner with implementation of the recommendations that follow.

## **Recommendations**

## **Project Access**

Access to the Project site is and will continue to be provided by way of the driveway that intersects the east side of Route 110 that serves the gravel parking lot immediately south of the driveway to the Mobil gasoline station and convenience store located at 401 Amesbury Road. The existing access will be reconstructed and narrowed to a width not to exceed 30-feet (standard MassDOT commercial driveway width), and will be a common driveway that will serve both the Project and the commercial property to the east of the Mobil station. The following recommendations are offered with respect to the design and operation of the Project:

- > The Project site driveway should meet the design requirements of MassDOT for a commercial driveway (driveway width should not exceed 30-feet) and should accommodate the turning and maneuvering requirements of the largest anticipated responding emergency vehicle as defined by the Haverhill Fire Department.
- > Circulating roadways and drive aisles within the Project site should be a minimum of 24-feet in width in order to accommodate two-way travel and parking maneuvers where perpendicular

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<sup>&</sup>lt;sup>5</sup>Ibid 1.

parking is provided, and a minimum of 20-feet in width at all other locations unless otherwise approved by the Haverhill Fire Department.

- ➤ Vehicles exiting the Project site should be placed under STOP-sign control.
- ➤ All signs and pavement markings to be installed within the Project site shall conform to the applicable standards of the *Manual on Uniform Traffic Control Devices* (MUTCD).<sup>6</sup>
- > Signs and landscaping to be installed as a part of the Project within the intersection sight triangle area of the Project site driveways should be designed and maintained so as not to restrict lines of sight.
- > Snow windrows within sight triangle areas shall be promptly removed where such accumulations would impede sight lines.
- A traffic and parking management plan should be developed in consultation with the Haverhill Police Department to accommodate the increased customer demand that may occur during the initial opening period. The goal of the traffic and parking management plan will be to manage customer demands so as not to exceed the available parking within the project site with consideration of employee parking requirements. After the initial opening period, operations should be reviewed with the Police Chief or their designee on a periodic basis to determine if there is a need to continue the elements of the traffic and parking management plan.

With implementation of the above recommendations, safe and efficient access can be provided to the Project site and the Project can be accommodated within the confines of the existing transportation infrastructure.

cc: File

Attachments: Trip-Generation Calculations

<sup>&</sup>lt;sup>6</sup>Manual on Uniform Traffic Control Devices (MUTCD); Federal Highway Administration; Washington, D.C.; 2009.

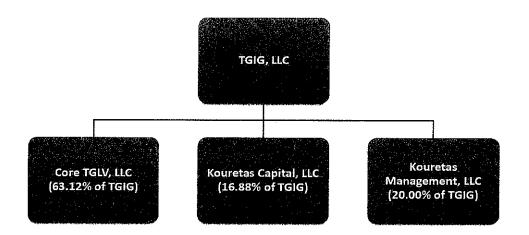
Exhibit A INTERSTAE ROUTE 495 ROUTE 110-F962 S.H.L.O.) AMESBURY STREET

## **Odor Control Plan**

Please note that Haverwell Market is proposing to conduct retail sales at 399 Amesbury Rd, but no marijuana cultivation or product manufacturing will occur here. Odor mitigation is generally more applicable to those activities than retail. No on-site consumption of marijuana or marijuana infused products will be allowed at the proposed facility. All marijuana stored and/or sold at the facility will be pre-packaged in air tight packaging at an off-site location, and transported to the dispensary prior to sale, further eliminating the potential for marijuana odors at this location.

# <u>List of all persons or entities contributing 10% or more to the initial capital to operate the LME, including capital in the form of a building:</u>

Please note that the name of the entity has been revised with the MA Secretary of State from "Haverwell Market, LLC" to "TGIG, LLC", doing business as "The Grove".





April 12, 2019

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

RE: 65-Day Waiver

President Michitson,

On behalf of Haverli Market, LLC, I hereby waive our right to the 65-day hearing requirement allowed by M.G.L. with regard to our application for a Special Permit to operate an LME at 399 Amesbury Rd.

Sincerely,

Christopher Edwards
Chief Executive Officer



April 12, 2019

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

RE: Petition requesting special permit for LME

President Michitson,

Please accept this petition and accompanying Special Permit application materials to operate an LME-RO in the City of Haverhill. Our official name and contact info is as follows:

Haverwell Market, LLC	Christopher Edwards
24R Pleasant St, Unit 2	Chief Executive Officer
Newburyport, MA 01950	617-549-8575

adul

We are proposing to site a LME-RO at 399 Amesbury Rd. The proposed parcel is a vacant lot where we propose to build a new 6600 s/f structure. We have entered into a lease agreement to rent a 4800 s/f portion of the structure. The parcel abuts Route 110, a gas station, and wooded land. The site has excellent highway access, no immediate residential abutters, will have ample parking, and is not expected to generate any negative impact on the neighborhood. Further, the facility will generate significant tax and Host Community Agreement revenue for the City and 30+ professional jobs.

I am grateful for your attention to this petition, and I look forward to discussing with you and the Council in more detail.

Sincerely,

Christopher Edwards
Chief Executive Officer

William S. Faraci Attorney at Law 159 Crosby St Extention Haverhill, MA 01830 Tel. (978) 373-5520 Fax (978) 373-5262 e-mail:faracilaw@aol.com

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

Re: Haverwell Market, LLC

Dear President Michitson:

As counsel for Haverwell Market, LLC I have been asked to submit an opinion letter relative to the information available for a complete application to the Cannabis Control Commission. The requirements are set out in 935 CMR 500.100 and following sections. I have reviewed these requirements and note that, while they may be more exacting than the city regulations, they cover the same material.

My client has previously submitted material on his background and experience. The company has submitted a business plan, an operations plan, a security plan, a traffic review and plans for the lot and the building. This is not a complete list of the material submitted to the city's review board, but it covers the main points.

The property in question is within the Amesbury Road East Area Overlay District. The underlying zoning use prior to the creation of the overlay district was CH (Commercial Highway). As such, a retail business would have been allowed in this district which only strengthens the designation of the area to be within the overlay district.

However, an application cannot be made at this time to the Cannabis Control Commission because a Host Community Agreement, though drafted, has not been signed by the Mayor. In addition, although not a state requirement, a Special Permit would be needed from the City Council as a practical matter before proceeding.

Therefore, I am limited as to what I can ascertain from the materials which I have reviewed.

I am of the opinion that the applicant and the proposed location meet the requirements for licwnsure as an adult-use retail marijuana license in accordance with 935 CMR 500. All of the information to complete an application before the Cannabis Control Commission is available and most of it has been drafted. I do not expect any roadblocks to a proper application once the Special Permit and Host Community Agreement are in place.

I hope that this opinion meets your request. If you need further information, please contact this office.

Very traffy yours

William S. Faraci

William S. Faraci Attorney at Law 159 Crosby St Extention Haverhill, MA 01830 Tel. (978) 373-5520 Fax (978) 373-5262 e-mail:faracilaw@aol.com

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

Re: Haverwell Market, LLC

Dear President Michitson:

I have been retained to represent Haverwell Market, LLC in its application for a Special Permit for an adult-use marijuana sales facility off Amesbury Road, Haverhill. I am aware of the fact that significant material has been made available to the council through the application and Host City discussions. I am taking this opportunity to try to condense the issues and in support of that, I am going to use the slides from the powerpoint presentation used by Haverwell in its public outreach meeting held on Thursday, April 11, 2019 at NECCO.

The most important factor in assuring a safe, secure, responsible and appropriate management of this kind of operation is the experience of the operators. Haverwell is led by Chris Edwards who has had 5 years of experience operating outlets for ATG in Salem, Mass., Amesbury and Salisbury. The applicant is not a party who is going need to work its way through proper management and learn from problems in the operation. The applicant is a seasoned veteran who has successfully avoided any pitfalls which this business might encounter. The best indicator of how a Haverhill retail location will be handled is to examine the operation of one of the existing facilities managed by Mr. Edwards. To that extent, an invitation is extended to you and the members of the council to visit one of these facilities.

A second consideration is security. The applicant has outlined a security plan which insures that only legal customers will be served. No use of product will be allowed on premises. There will be both a physical and electronic monitoring of the property both interior and exterior.

Another consideration which appears in almost all applications before the council is traffic. A comprehensive traffic study done by a leading company in this area indicates that the increase in traffic related to this project is minimal at 400 vehicle trips per day. This increase when set against the 10,700 cars per day likely to be passing this location is miniscule.

At the outreach meeting, much was made of the danger of the existing traffic pattern. Admittedly, there have been concerns related to entry and exit from Elliot Street associated with NECCO. It should be noted that the facility is situated on the other side of Rte 495 and any party

accessing the site from Rte. 495 would not pass the end of Elliot Street.

There is also concern as to the effect of this facility on the neighborhood. This location is isolated from the major part of the residential use of the area. The only residential use is along Amesbury Street which is on the other side of Amesbury Road and has no access to or from the location. No customers of the facility will be able to access the residential area and vice versa. The site is surrounded by vacant land and a gas station.

In actuality, the presence of security arrangements for the facility would discourage any outside drug or criminal activity. Such activity which now exists would be eliminated thereby improving the neighborhood.

These are but some of the factors to be considered. This kind of facility is going to appear in Haverhill at some point and the remote location and experienced management of such a facility are unlikely to be matched at any other location.

Mr. Edwards is available to answer any of your concerns and provide any further information that you may need. He can be reached at <a href="mailto:Chris@Haverwell.com">Chris@Haverwell.com</a> and by phone at 617-549-8575

Thank you for your consideration of this matter.

Very truly yours.

William S. Faraci



### Taverwell Naver

Proposal to site an adult-use

Marijuana Dispensary At 399 Amesbury Road

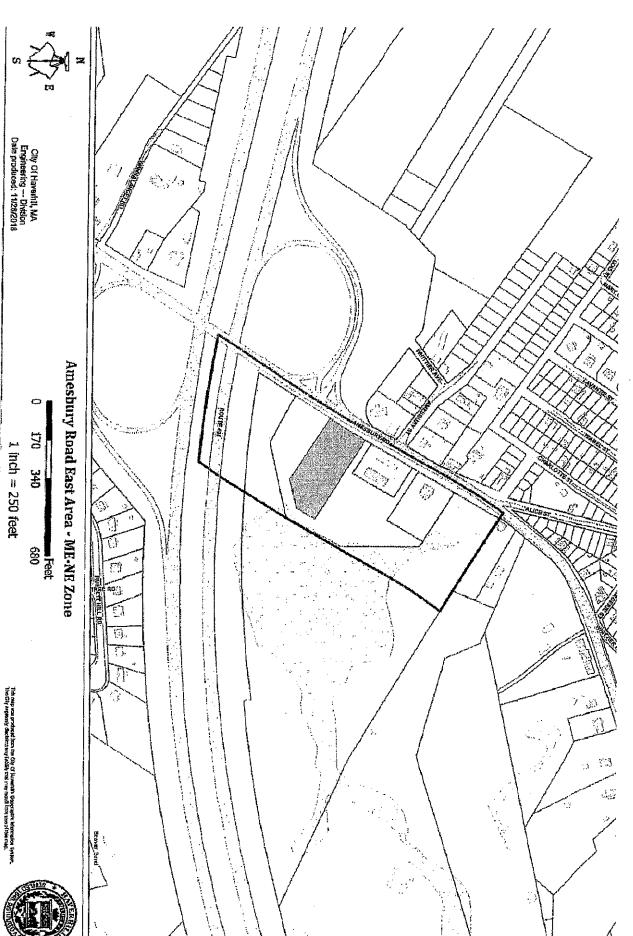


### haverwell M A R K E T

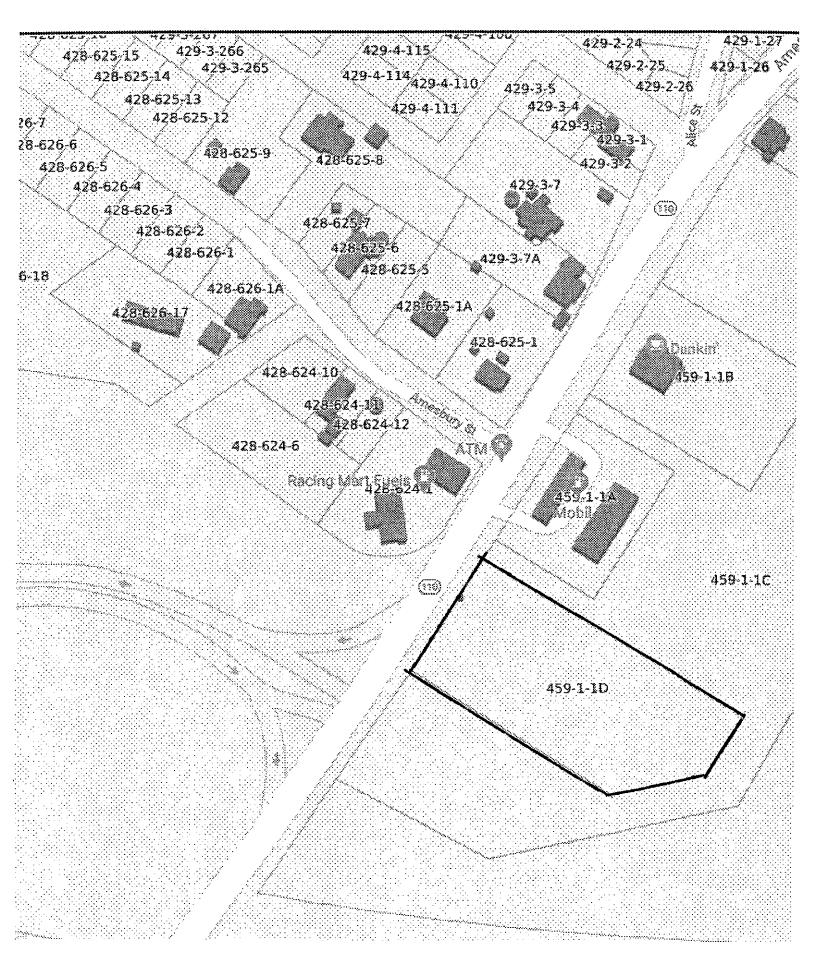
- The founder of
   Haverwell Market
   comes from ATG: a
   reputable organization
   with a proven track
   record and references in
   MA
- We are experienced cannabis operators, with deep ties to the Merrimack Valley

- Have control of an appropriately zoned property inside Haverhill's "Amesbury Road East Area"
- Proposing the maximum financial benefit allowed by law
- No negative impacts anticipated by our presence

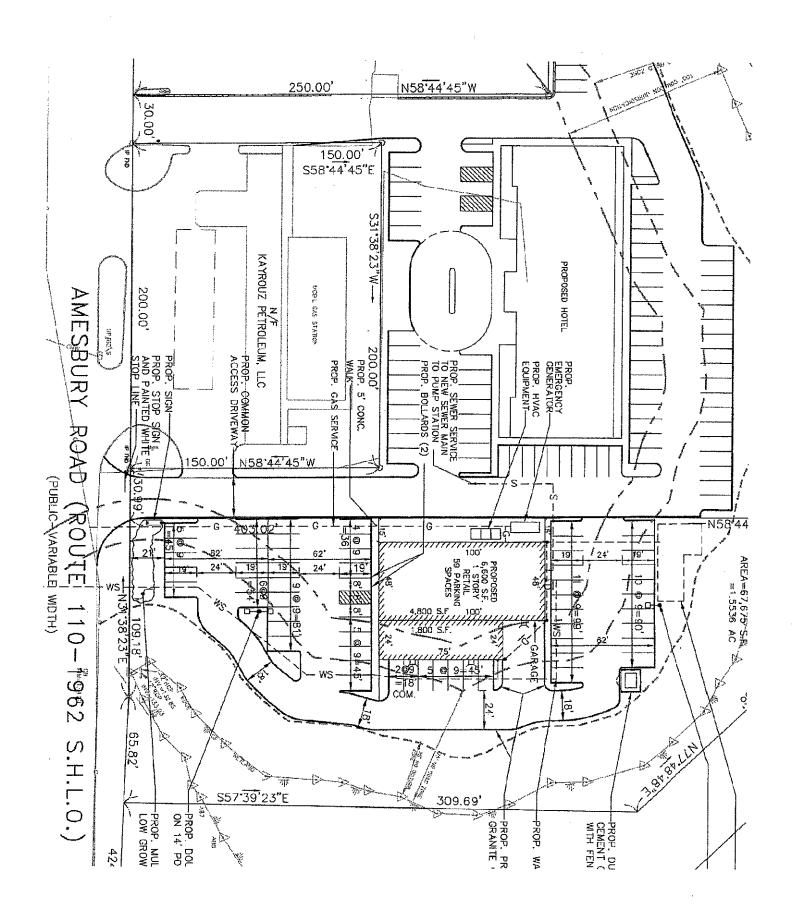
### Parcel 459-1D



### Haverwell 459-1-1D

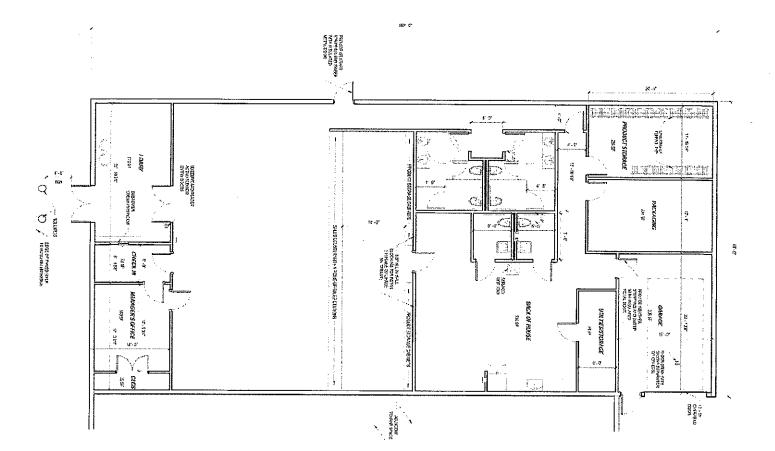






### Security Overview:

- Years of experience finetuning security designs and procedures
- Physical security includes specialized locks, cameras, motion sensors and other electronic surveillance
- Remote monitoring companies
- Redundancies in design
- Minimal product on hand
- Minimal cash on hand
- Mature SOPs, staff training and regular practice drills
- Deep cooperation with law enforcement and state regulators
- No incidents to date





# Steps taken to prevent diversion to minors:

- Electronic ID scanning at the door

Sales limited to 1 oz / 5 grams concentrate

- Pricing eliminates economic incentive
- Customer education about penalties:
- Possession limited to 2 ounces (\$100 fine)
- Public consumption limited to public places where consuming tobacco is permitted (\$100 fine)
- Driving with open container is prohibited (\$500 fine)
- Minor attempting to purchase (\$100 and drug awareness program, under 18 parents notified)
- Adult purchasing for a minor (\$2,000 fine or up to one year Imprisonment)



# The location will not constitute a nuisance:

- Set back from the road, plenty of parking (59)
- Vanasse & Associates traffic and parking study conclusions:
- Projected 400 vehicle trips per day based on Institute of Transportation Engineers data for dispensaries of this size (that is 200 customers per day)
- No safety deficiencies noted in the immediate vicinity
- Lines of sight were found to exceed the recommended minimum sight distances for safe and efficient vehicle operation
- MVRTA bus route 51 provides service to the location
- Appointment only model if appropriate at that time
- No on-site consumption, therefore no impaired driving
- No odors or noise. Signage to consist of logo only
- On-site security guard and police detail



## Plan to positively impact the community:

- 30+ professional jobs
- party lab testing) Providing a safe, regulated option for consumers of cannabis (3rd
- Host Community Agreement
- 3% gross revenue
- \$25k charitable donation
- Tax revenues an additional 3% to Haverhill
- \$1.2m per year to the City. Combined 6% to Haverhill. Assuming a \$20m annual market, this is
- Food drives, job fairs, increased security profile for the neighborhood



### M A R K E T

# The location will not constitute a nuisance (cont'd):

- Of the marijuana zones in Haverhill, this is the last impactful
- Dispensaries do not hurt property values:

University of Wisconsin: https://wsb.wisc.edu/news/press-releases/2017/09/26/legalization-of-retail-marijuana-in-colorado-had-positive-impact-on-property-values-in-denver

University of Georgia:

https://papers.ssrn.com/sol3/papers.cfm?abstract\_id=2885017

Real Estate Economics:

http://business.financialpost.com/real-estate/will-pot-shops-affect-property-values-in-your-neighbourhood-they-did-in-colorado

CNN Money:

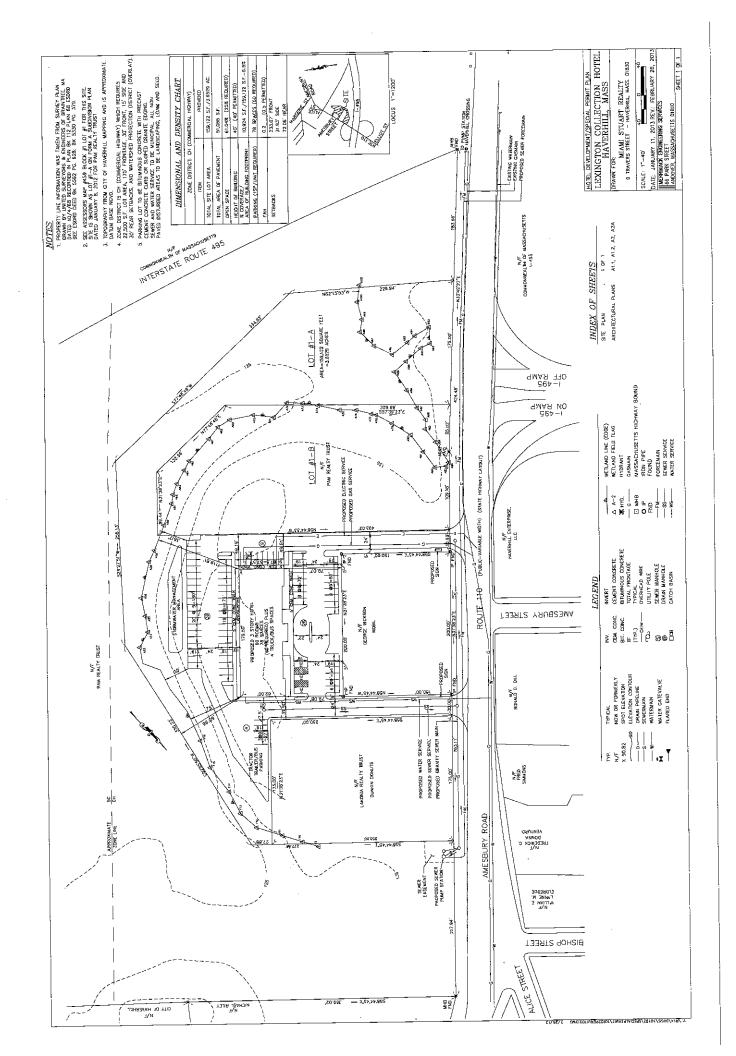
https://money.cnn.com/2015/06/04/real\_estate/marijuana-denver-housing-market/index.html

Realtor.com:

https://www.realtor.com/news/trends/legalizing-marijuana-gets-housing-prices-high/

- Dispensaries do not increase crime:
- Fox News:

neighbors/934087250 https://www.boston25news.com/news/local-crime-data-shows-recreational-pot-shops-are-good-





June 21, 2019

MAX-2019072.00

Mr. John Pettis III, P.E. City of Haverhill – Engineering Department 4 Summer Street Haverhill, MA 01830

SUBJECT: 399 Amesbury Road (Route 110) - Traffic Peer Review

### Dear Mr. Pettis:

Greenman-Pedersen, Inc. (GPI) has performed a review of the transportation impacts associated with a proposed marijuana dispensary (herein referred to as the "Project") to be located at #399 Amesbury Road (Route 110) in Haverhill, Massachusetts. The site currently contains a gravel parking lot, which is accessed via a shared driveway with the adjacent Mobil station. This review focuses specifically on the *Transportation Impact Assessment* (TIA) prepared by Vanasse & Associates, Inc. (VAI) for Haverwell Market, LCC (the "Proponent"). The following documents were received for our review:

- Transportation Impact Assessment Proposed Adult-Use Marijuana Dispensary 399
   Amesbury Road (Route 110); Haverhill, Massachusetts; March 4, 2019; Prepared by Vanasse & Associates, Inc.
- Site Plan in Haverhill, Massachusetts, Drawn for Owner & Applicant: Irenebea LLC; February 23, 2019, Prepared by Merrimack Engineering Services.

Based on the TIA submitted, the Project consists of constructing a 6,600 square foot (SF) building to consist of a 4,800 SF adult-use marijuana dispensary and 1,800 SF of retail/commercial space. Access to the site will be provided via the existing shared driveway, which will be narrowed from 80 feet to 30 feet, consistent with Massachusetts Department of Transportation (MassDOT) standards for driveway design.

Overall GPI finds the material submitted within the traffic study to be prepared in a manner consistent with transportation local requirements and industry standards, with the exception of the following comments.

### **General Comments**

- 1. The TIA indicates that the Project consists of constructing a single 6,600 SF building, consisting of a marijuana dispensary and retail/commercial space. However, the Site Plan also indicates that a hotel is proposed on the site. The Applicant should clarify what is proposed as part of the project.
- 2. Amesbury Road (Route 110) along the site frontage is under the jurisdiction of the Massachusetts Department of Transportation (MassDOT). Therefore, a Permit to Access State Highway will be required from MassDOT for work within the state highway layout (SHLO) for the alterations to the driveway.

### Site Access

3. The site is currently accessed via an 80-foot wide curb cut to a gravel parking lot adjacent to the Mobil station. As part of the project, the driveway will be narrowed to 30 feet and will continue to be shared with the Mobil station. GPI concurs with the reduction in width of this driveway to 30 feet, which will provide sufficient width for emergency vehicle access to the site while maintaining slower turning speeds and

Mr. John Pettis III, P.E. June 21, 2019 Page 2

access control. A STOP sign and STOP line have been proposed on this shared driveway at the intersection with Amesbury Road. GPI also recommends striping a centerline for at least 50 feet to ensure vehicles remain on the proper side of the roadway while turning onto the driveway and into the Mobil Station. STOP lines should be striped at the ends of each of the three parking aisles as they meet the shared driveway to reinforce the intended right of way.

- 4. The proposed driveway will be located in close proximity to numerous other driveways for the adjacent Mobil station and opposing Racing Mart, as well as to the I-495 interchange, which has the potential to create weaving conditions between the ramps and the driveway. The Applicant should review the collision history along this section of Amesbury Road to assess whether there have been any significant collision patterns in this area. Additional signage, lane markings, or other safety measures may reduce the potential for collisions between vehicles entering and exiting multiple driveways in close proximity.
- 5. GPI has reviewed the calculations for the required stopping sight distance (SSD) and intersection sight distance (ISD) at the proposed site driveway and concurs with the calculated required distances. GPI has also reviewed the available sight lines and concurs that the available sight lines meet or exceed AASHTO's recommendations for minimum SSD and desirable ISD.

### **Trip Generation**

- 6. The Institute of Transportation Engineers (ITE) publication *Trip Generation, 10<sup>th</sup> Edition* contains trip rates for Land Use Code (LUC) 882 (Marijuana Dispensary). With the exception of the weekday PM peak period, the trip rates for all other time periods are based on a total of four sites that range in size from ±730 SF to ±3,400 SF. For all time periods, VAI utilized only the trip rates for the two sites that exceeded 3,000 SF in size. These sites provided not only the lowest trip rates per 1,000 SF, but also the lowest total trip generation for the site as a whole. Therefore, GPI does not agree with this methodology. To provide a more conservative (worse case) analysis of the potential trips generated by the facility, the Applicant should base the trip generation estimate on the average trip rates for all sites provided. Table 1 below provides a comparison of the Applicant's trip generation estimate to the trip generation based on average trip rates for all available sites. As shown in Table 1, the trips experienced by the proposed marijuana dispensary could be two to three times higher than estimated by the Applicant.
- 7. GPI recently collected empirical trip generation counts at the Patriot Care marijuana dispensary on Industrial Avenue in Lowell, MA during the weekday PM (4:00 PM 6:00 PM) and Saturday midday (11:00 AM 1:00 PM) peak periods as part of a follow-up study requested by the City of Lowell. This 5,800 SF facility generated 79 vehicle trips during the weekday AM peak hour and 102 vehicle trips during the Saturday midday peak hour. Apply a ratio of the square footage of the proposed 4,800 SF facility to the 5,800 SF Lowell facility results in a potential trip generation of 65 trips during the weekday PM peak hour and 84 trips during the Saturday midday peak hour.

Table 1 - Trip Generation Comparison

Time Period	Applicant's Trip Generation Estimate	Trips Based on ITE Average Trip Rates	Trips Based on Lowell Empirical Rates
Weekday Daily	400	1,212	
Weekday AM Peak Hour			
Enter	10	28	
<u>Exit</u>	<u>_7</u>	<u>22</u>	<u></u>
Total	$\frac{7}{17}$	50	
Weekday PM Peak Hour			
Enter	26	53	34
<u>Exit</u>	<u>27</u> 53	<u>52</u>	31 65
Total	53	105	65
Saturday Daily	366	1,244	
Saturday Midday Peak Hour			
Enter	26	88	48
<u>Exit</u>	<u>27</u>	<u>87</u>	<u>36</u>
Total	53	175	84

8. The Project is proposed to consist of a 4,800 SF marijuana dispensary and 1,800 SF of retail/commercial space. However, the Applicant's trip generation estimate includes only the marijuana dispensary. The Applicant should estimate the potential additional trips generated by the proposed retail/commercial space.

### **Parking Supply**

9. A total of 59 parking spaces are proposed on the site to accommodate both the marijuana dispensary and retail/commercial use. Section 255-55.1 of the City of Haverhill Zoning Regulations provides parking requirements for various land uses. Based on the regulations, retail/commercial land uses require at least 1 parking space per 200 SF of gross floor area. Therefore, the proposed 1,800 SF retail/commercial space would require 9 parking spaces. The regulations do not provide parking requirements specific to a marijuana dispensary, but the most similar land use is retail, which would require 24 parking spaces to accommodate the 4,800 SF facility. Therefore, based on zoning, the Project would require a total of 33 parking spaces to meet zoning regulations.

The ITE publication *Parking Generation*, 5<sup>th</sup> Edition also provides parking demand generation rates for various land uses, including LUC 882 (Marijuana Dispensary). Based on ITE, marijuana dispensaries experience an average peak parking demand of 7.19 spaces per 1,000 SF of floor area. Therefore, the 4,800 SF marijuana dispensary would generate a peak parking demand of 35 parking spaces. Combining this parking demand with the 9 spaces required to serve the 1,800 SF retail/commercial space on site, results in a total parking demand of 44 spaces. Therefore, GPI agrees that the 59 parking spaces proposed on the side will be sufficient to accommodate the anticipated peak parking demand.

Mr. John Pettis III, P.E. June 21, 2019 Page 4

### **Capacity and Queue Analysis**

10. VAI has not performed any capacity or queue analysis to assess the operations of any of the intersections along Amesbury Road following opening of the proposed marijuana dispensary. GPI recommends that VAI perform analysis of the Amesbury Road / Site Driveway / Racing Mart Driveway intersection at a minimum to verify that adequate gaps in traffic exist to allow traffic to exit the proposed site driveway without excessive queuing and delay, or negative impacts to the Racing Mart driveway operations.

### **Traffic Control Plan**

11. GPI concurs with VAI's recommendation that a traffic and parking management plan should be developed in consultation with the Haverhill Police Department to manage traffic on-site during the initial opening period. Parking attendants should be provided on-site to direct patrons on where to park and manage large influxes of patrons by ensuring they do not park on any of the abutting properties. A police detail may also be required for the initial opening period to assist in managing traffic.

Should you have any questions, or require additional information, please contact me directly at (978) 570-2946.

Sincerely,

GREENMAN-PEDERSEN, INC.

Rebecca L. Brown, P.E., PTOE

Senior Project Manager

enclosure(s)

cc: Jeffrey S. Dirk, P.E., PTOE - Vanasse & Associates, Inc.

### Institute of Transportation Engineers (ITE)

### Land Use Code (LUC) 882 - Marijuana Dispensary

### General Urban/Suburban

Average Vehicle Trips Ends vs:

1,000 Sq. Ft. Gross Floor Area

Independent Variable (X): 4.800

### **AVERAGE WEEKDAY DAILY**

T = 252.70 \* (X)

T = 252.70 \* 4.800

T = 1212.96

T = 1,212 vehicle trips

with 50% (606 vpd) entering and 50% (606 vpd) exiting.

### WEEKDAY MORNING PEAK HOUR OF ADJACENT STREET TRAFFIC

T = 10.44 \* (X)

T = 10.44 \* 4.800

T = 50.11

T = 50 vehicle trips

with 56% ( 28 vph) entering and 44% ( 22 vph) exiting.

### WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

T = 21.83 \* (X)

T = 21.83 \* 4.800

T = 104.78

T = 105 vehicle trips

with 50% (53 vph) entering and 50% (52 vph) exiting.

### SATURDAY DAILY

T = 259.31 \* (X)

T = 259.31 \* 4.800

T = 1244.69

T = 1,244 vehicle trips

with 50% (622 vpd) entering and 50% (622 vpd) exiting.

### SATURDAY PEAK HOUR OF GENERATOR

T = 36.43 \* (X)

T = 36.43 \* 4.800

T = 174.86

T = 175 vehicle trips

\*with 50% ( 88 vph) entering and 50% ( 87 vph) exiting.

\*(same distribution split as the Weekday Evening peak hour of adjacent street traffic)

### Land Use: 882 Marijuana Dispensary

### Description

A marijuana dispensary is a standalone facility where cannabis is sold to patients or consumers in a legal manner.

### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at four study sites in a general urban/suburban setting.

Hour Beginning	Percent of Weekday Peak Parking Demand
12:00–4:00 a.m.	<u> </u>
5:00 a.m.	-
6:00 a.m.	2
7:00 a.m.	8
8:00 a.m.	35
9:00 a.m.	47
10:00 a.m.	67
11:00 a.m.	82
12:00 p.m.	88
1:00 p.m.	90
2:00 p.m.	100
3:00 p.m.	80
4:00 p.m.	88
5:00 p.m.	84
6:00 p.m.	86
7:00 p.m.	35
8:00 p.m.	4
9:00 p.m.	2
10:00 p.m.	
11:00 p.m.	_

### **Additional Data**

The sites were surveyed in the 2010s in Colorado.

### **Source Number**

### Marijuana Dispensary (882)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

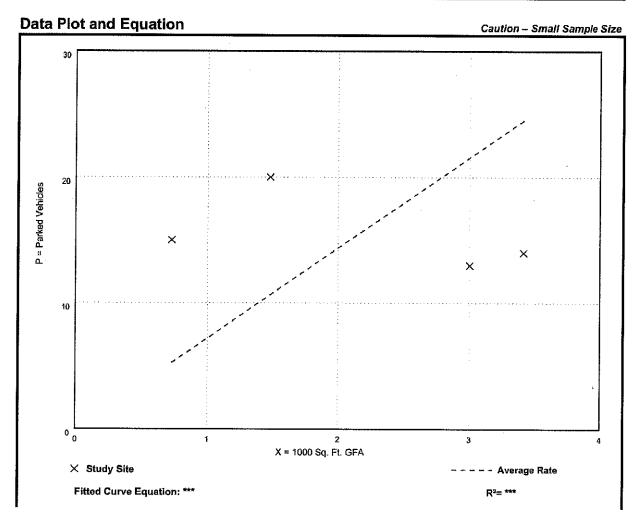
Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 12:00 - 6:00 p.m.

Number of Studies: 4 Avg. 1000 Sq. Ft. GFA: 2.2

### Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
7.19	4.10 - 20.60	4.25 / 20.60	<b>₹</b>	6.18 ( 86% )



ViewPoint Cloud

Complete

With 1	Sever
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Insp	ection	Types
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

BO - Sewer Bill Paid	Not Inspected
 the second control of the second control of	
BO - Water Bill Paid	Not Inspected

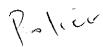


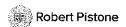
Dodi Crowe 🕏

Remove Comment • Apr 25th 2019, 4:00pm

non existent property. land only. no water. no sewer.

This step was assigned to Beth Remmes . Apr 12, 2019 at 5:31pm Linda Koutoulas assigned this step to Linda Koutoulas . Apr 30, 2019 at 9:15am Linda Koutoulas completed this step . Apr 30, 2019 at 9:15am







### Robert Pistone

Remove Comment . May 2nd 2019, 11:03am

There is an issue with the language cited below in the security plan. Any possible violation of the law shall be promptly reported to the Haverhill Police Department with full cooperation within the confines of the Constitution, MA General Laws, and Haverhill ordinances.

Procedures & Responsibility

Whenever a Haverwell Market Manager receives a complaint or other information indicating a possible

violation of law or Haverwell Market policy, The Director of Retail Operations & Security or designee will

promptly initiate an appropriate investigation into all possible violations of law and company policy. The

Director of retail Operations & Security or designee shall have primary responsibility for investigating

complaints relating to any of the fore-mentioned items.

Retention and Release of investigative records

Unless advised otherwise, Haverwell Market shall retain records relative to any investigation for a period of five years, or the minimum retention period required by law. Haverwell Market shall not release any investigative files, including interviews and findings, unless pursuant to a court-authorized

request.



**Christopher Edwards** 

Remove Comment • May 2nd 2019, 5:05pm

7/5/2019

Complete







### Eric Tarpy

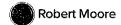
Remove Comment . May 14th 2019, 4:34pm

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. Plan must accommodate Fire Department Apparatus Access requirements

This step was assigned to Eric Tarpy . May 1, 2019 at 9:32am Eric Tarpy approved this step . May 14, 2019 at 4:34pm







### Robert Moore 2

Remove Comment • May 1st 2019, 4:03pm

Project requires Con Com approval through Notice of Intent process. No application filed as of 5.1.19.



### Robert Moore 🕏

Remove Comment • May 17th 2019, 5:27pm

Comments for LME Special Permit Review Only. Project requires Con Com approval through Notice of Intent process. Project requires City Council Special Permit under Watershed Protection Overlay District Ordinance (S.255-19). Project requires Storm Water Management Permit (C.219).



### Robert Moore 🕏

Remove Comment . Jun 6th 2019, 4:43pm

Special Permit for LME Use should be obtained prior to filing full design for approval under noted ordinances.

This step was assigned to Robert Moore . May 1, 2019 at 9:32am Robert Moore approved this step . May 17, 2019 at 5:27pm

Wastewater





### Carrie Prescott 2

Remove Comment • May 13th 2019, 12:46pm

Need more details on the sewer connection. Are you installing your own pump station? Is this strictly retail or will you be cooking or growing product?



### **Christopher Edwards**

Remove Comment • May 14th 2019, 4:09pm

Hello Carrie - Yes, a pump station is being proposed. For reference, I have uploaded the previously approved sewer plan which shows the pump station as 10102PERMIT-02.pdf.



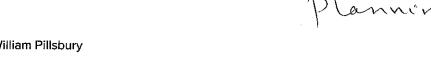
### Carrie Prescott 🛇

Remove Comment • May 23rd 2019, 2:09pm

The Wastewater Department reserves the right to provide additional comments once a site plan is submitted. Will need MA title V flows and details of the proposed sewer pump station.

This step was assigned to Carrie Prescott . May 1, 2019 at 9:32am Carrie Prescott approved this step . May 23, 2019 at 2:09pm







### William Pillsbury

Remove Comment . Jun 17th 2019, 2:23pm

Recommend Conditional Approval of the special permit with the following conditions:

Project should be by appointment only and remain appointment only until determined otherwise by the Police Chief, Fire Chief and City Engineer.

Traffic study should provide detained mitigation plans providing specific steps to mitigate impacts

Karen Buckley added this record step . May 20, 2019 at 1:43pm William Pillsbury approved this step . Jun 17, 2019 at 2:23pm







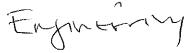
### Robert Ward 🛇

Remove Comment . Jun 18th 2019, 9:43am

The Water Department has no objection to issuing a special permit for this facility. The detailed review of the proposed water service will be performed during the site plan review process and may result in modifications to the site plan.

This step was assigned to Glenn Smith . May 1, 2019 at 9:32am Karen Buckley assigned this step to Robert Ward . May 20, 2019 at 1:42pm Robert Ward approved this step . Jun 18, 2019 at 9:43am







### John Pettis

Remove Comment • Jun 21st 2019, 11:33am

Please note that my comments have been delayed while a peer review of the traffic report is being done. That report is to be to me by Monday at the latest. Once I receive I will forward my comments and complete my review. John



### Linda Koutoulas 🛇

Remove Note • Jun 25th 2019, 3:10pm

John - Looking for the status of this application.



### John Pettis 🔮

Remove Comment . Jun 25th 2019, 8:33pm

- 1. I have uploaded Traffic Peer Review document 20190621GPIPeerReview19072AmesburyRd399. The Applicant's Traffic Engineer VAI should review this document, and address all coments for the Site Plan review stage (or the Special Permit stage if requested by City Council.
- 2. The plan indicates 50 parking spaces for the LME use (9 per code for other retail use). My understanding is that ITE recommends 8.77 parking spaces per 1000 sq ft building. The 4800 sq ft of LME use would then translate 42 parking spaces, or a little under what is being provided. I still recommend that, should a Special Permit be granted, it be with the provision that it is by appointment only until such time that the City deems it is acceptable to allow walk-in business. The ITS projections for number of customers (if unregulated) is well in excess of a suggested 20-30 appointments per hour. I recommend that approval of the Police Chief, Fire Chief and City Engineer be needed, with conditions deemed appropriate based on observed conditions during the appointment-only stage, for allowing walk-in business.
- 3. I understand that should the Special Permit be granted and all other required approvals be secured, the project will be submitted to the Departments as a Site Plan, so we can ensure all applicable codes and regulations are met.







### Tom Bridgewater 🛇

Remove Comment • Jul 2nd 2019, 11:01am

LME-19-4 appears to meet zoning requirements the Building will have to meet 780 CMR 2015 IBC with Mass amendments also 521 CMR Architectural Access Board requirements a site plan will be required which all department heads will ensure all codes are met



### Tom Bridgewater 2

Remove Comment . Jul 2nd 2019, 11:01am

LME-19-4 appears to meet zoning requirements the Building will have to meet 780 CMR 2015 IBC with Mass amendments also 521 CMR Architectural Access Board requirements a site plan will be required which all department heads will ensure all codes are met

This step was assigned to Tom Bridgewater . Jun 27, 2019 at 9:33am Tom Bridgewater approved this step . Jul 2, 2019 at 11:01am  $^{\circ}$ 

### Land Use: 882 Marijuana Dispensary

### Description

A marijuana dispensary is a standalone facility where cannabis is sold to patients or consumers in a legal manner.

### **Additional Data**

Time-of-day distribution data for this land use for a weekday and Saturday are presented in Appendix A. For the four general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 11:45 a.m. and 12:45 p.m. and 5:45 and 6:45 p.m., respectively.

The sites were surveyed in the 2010s in Colorado and Oregon.

### **Source Numbers**

867, 893, 919



### Marijuana Dispensary (882)

Vehicle Trip Ends vs:

1000 Sq. Ft. GFA

On a:

Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 4

1000 Sq. Ft. GFA:

Directional Distribution: 50% entering, 50% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate 252.70

Range of Rates

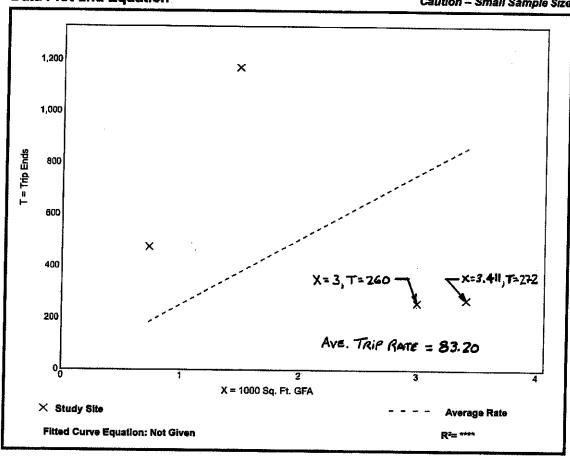
79.74 - 791.22

Standard Deviation

336.11

### **Data Plot and Equation**

### Caution - Small Sample Size



T= 83.20 x 4.8 € 400 Vehice Tries



### Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a:

Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location:

General Urban/Suburban

**Number of Studies:** 

1000 Sq. Ft. GFA:

Directional Distribution: 56% entering, 44% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate

Range of Rates

Standard Deviation

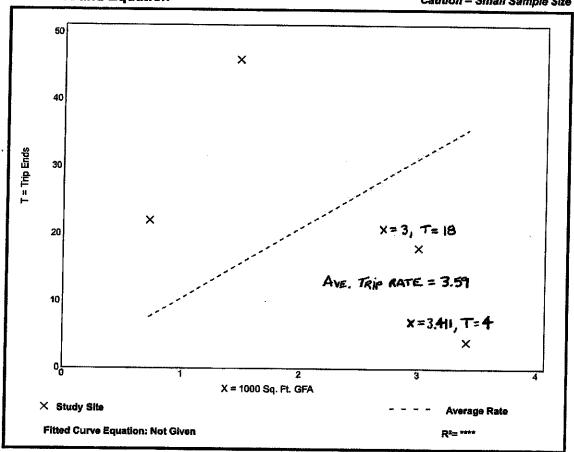
10.44

1.17 - 31.08

14.00

### **Data Plot and Equation**

### Caution - Small Sample Size



7= 3.59 × 4.8 ≈ 17 VEHICLE TRIPS



### Marijuana Dispensary

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 12

1000 Sq. Ft. GFA:

Directional Distribution: 50% entering, 50% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate

Range of Rates

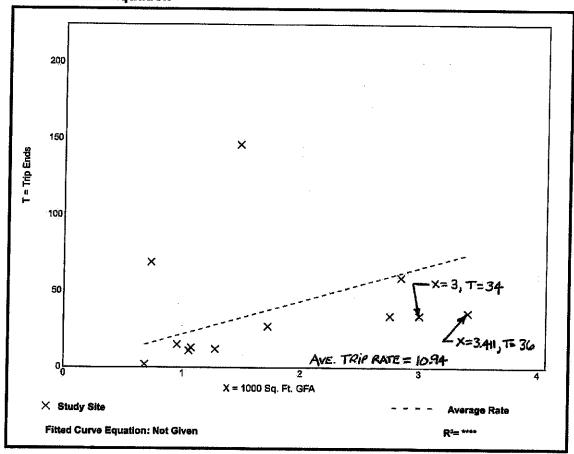
Standard Deviation

21.83

2.94 - 98.65

27.36

### **Data Plot and Equation**



T= 10.94 × 4.8 % 53 VEHICLE TRIPS



### Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies:

1000 Sq. Ft. GFA:

Directional Distribution: 50% entering, 50% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

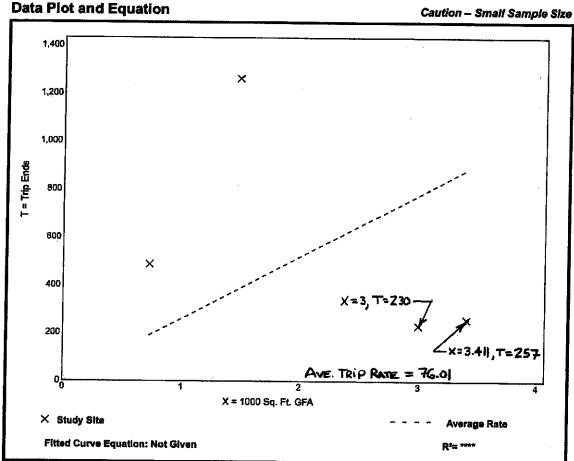
Average Rate 259.31

Range of Rates 75.34 - 852.03

Standard Deviation

364.24

Caution - Small Sample Size



T = 76.01 x 4.8 2 366 VEHICLE TRIPS



### Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 4

1000 Sq. Ft. GFA:

Directional Distribution: Not Available

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate 36.43

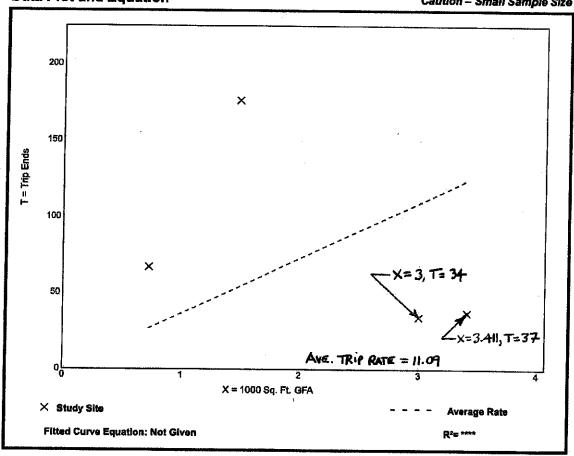
Range of Rates 10.85 - 118.92

Standard Deviation

50.44

### **Data Plot and Equation**

### Caution - Small Sample Size



### **LEASE**

### OF PREMISES AT 399 AMESBURY ROAD,

### HAVERHILL, MASSACHUSETTS

### **FROM**

IRENEBEA LLC, a Massachusetts limited liability company

TO

**HAVERWELL LLC** 

### **TABLE OF CONTENTS**

1. Premises	
2. Construction Work	4
a. Landlord's Work	4
b. Tenants Work	5
3. A. Initial Term.	6
3 B. Options.	7
4. Fixed Rent.	
A. Initial Term; Lease Year.	
D. Rent for Extension Periods	9
5. Use	
6. Termination.	
(a) Landlord's Early Termination Right.	
7. Force Majeure.	
8. Payments at the Landlord's Direction	
9. Real Property Taxes, Insurance, Premium, Utilities	
1. Contribution to Taxes.	
2. Contribution to Operating Costs.	
3. Share of Additional rent.	
10. Other Taxes.	
11. Past Due Rent and Additional Sums.	
12. Not a Joint Venture or Partnership	
13. Tenant's Covenants	
a. Prompt Payment	
I. Special Indemnity	
14. Removal of Tenant's Property.	
15. Quiet Possession.	
16. Landlord's Repairs/Covenants	
17. Estoppel Certificate	
18. Attornment	
19. Subordination.	
20. Fire or Other Casualty	
21. Performance by Tenant	
22. Default and Remedies.	
23. Condemnation.	
24. Utilities	
25. No Broker's	
26. Notices.	
27. Successors and Assigns	
28. Waiver	
29. Notice of Lease.	
30. Assignment; Subletting	
31. Reserved	
32. Reimbursement of Expenses	24

33. Entire agreement.	
34. Construction of Agreement; Choice of Law; Venue	
35. Limitation on Personal Liability	
36. Surrender	
37. Form of Payment	
38. When Lease Becomes Binding.	
39. Miscellaneous Provisions; Exclusivity of Use	
40. Severability.	26
EXHIBIT A	
PROPERTY DESCRIPTION & SITE PLAN	28
EXHIBIT A-1	
EASEMENTS (as depicted on the attached plan)	
EXHIBIT B	
LANDLORD'S WORK	

#### LEASE AGREEMENT

LEASE made as of this \_\_\_\_ day of February, 2019 (the "Effective Date"), between Irenebea LLC, a Massachusetts Limited Liability Company (hereinafter referred to as the "Landlord"), having a mailing address of 66 Park Street, Andover, MA 01810 and HaverWell LLC (or his assign) (hereinafter referred to as the "Tenant"), having a mailing address of 24 R Pleasant Street, Unit 2, Newburyport, MA 01950.

#### WITNESSETH:

#### 1. Premises

Landlord hereby leases to Tenant and Tenant rents and leases from Landlord, an approximately 5,000 square foot shell, free-standing or attached to another in a "strip center" owned by Landlord, to be constructed by Landlord on a portion of the land located at 399 Amesbury Road, Haverhill, MA 01830 as more particularly described in Schedule A attached hereto and made a part herewith (the "Demised Premises" or "Premises") and subject to all applicable easements as depicted on the attached schedule (Schedule "A-1"), including without limitation, all rights and improvements that run with the land upon which the building is to be situated, all subject to and together with the benefit of all easements appurtenant thereto, subject to and with the benefit of all matters as of the date hereof affecting title to the premises. Landlord also grants to Tenant the non-exclusive right to use the common areas associated with the land or the property, which are defined as all areas and facilities outside the demised premises contained in or related to the demised premises that are provided for the general use and convenience of Tenant and of other tenants of rental space in the remaining land of Landlord and their respective agents, invitees and customers. The common areas shall include, without limitation, pedestrian walkways, parking areas, landscaped areas, sidewalks, service corridors, conduits, risers, throughways, and private roads, servicing the demised premises and the remaining land of Landlord. Tenant shall be granted fifty (50) dedicated parking spots in a location to be determined by agreement of Landlord and Tenant..

#### 2. Construction Work

#### a. Landlord's Work.

Landlord will deliver the Demised Premises to Tenant in "as is" so-called "vanilla box" standard for Tenant within one-hundred fifty (150) days from the date Tenant receives the "Permits" set forth in Section 3 A below ("Delivery Date"), and in accordance with Landlord's Work, as provided on Exhibit B attached hereto and incorporated herein, ("Landlord's Work"). For the avoidance of doubt, Landlord shall obtain the shell building permit at its expense. Landlord will provide an insulated shell (slab floor, masonry walls, roof) and utilities which are stubbed inside the building in compliance with local building codes. It is expressly understood that sprinklers are not required. Site plan and shell design are to be mutually agreed upon by the parties. The Demised Premises shall be delivered in broom clean condition, with Landlord's Work complete in a good and workmanlike manner and in compliance with all applicable federal and state law, local codes and regulations. Landlord shall be responsible for obtaining any and all permits, licenses, approvals

or the like in order to complete Landlord's Work, but Landlord shall in no case be responsible for obtaining any requisite permits or licenses from the Massachusetts Cannabis Control Commission, and/or any subsequently formed entity charged with the administration of cannabis, for the operation of the Tenant's business.

#### b. Tenants Work.

Tenant will provide all finish work to the Demised Premises except for Landlord's Work as provided in Exhibit "B" attached. Tenant shall have the right, at its election, at any time and from time to time, during the Term hereof and any extensions, to make such alterations, changes, replacements, improvements and additions in and to the Premises, and any part thereof from time to time, as it may deem desirable, with Landlord's prior consent, such consent to not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant shall, prior to commencing any such construction on any such alterations, changes, replacements, improvements and additions in and to the Premises, provide copies of construction plans therefor to Landlord in ample time to afford Landlord an opportunity to review and comment thereon. For the avoidance of doubt, Tenant shall obtain a building permit for all Tenant "fit-up" at their sole expense.

Landlord hereby grants to Tenant with respect to utilities serving the Premises, an exclusive easement, right and privilege, at Tenant's sole cost and expense, to install, maintain, repair and replace utility lines, pipes and similar conduits from the Utility stubs to the Premises provided as part of Landlord work ("<u>Utilities</u>").

Tenant shall also have the right, upon reasonable prior notice to Landlord, to apply for any and all variances, special permits, or other federal, state or municipal permits, approvals and the like in connection with the proposed improvements in Tenant's name or if required in the name of Landlord, and, without cost or liability to it, the Landlord shall cooperate with Tenant and shall execute and deliver, upon request of Tenant, such instrument or instruments, applications, agreements and any other document in connection with the improvements, embodying the approval of Landlord, as may be required by any public or quasi-public authority for the purpose of obtaining any such license, permit or approval which Tenant may desire or require hereunder. The following shall apply with respect to any such alteration, addition, change or the like:

- (i) No change, alteration or addition, shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of any federal, state or municipal government or departments or subdivisions of any of them, having jurisdiction. Landlord shall join in the application for such permits or authorizations whenever such action is necessary, provided, however, that Landlord shall incur no liability or expense in connection therewith;
- (ii) Any change, alteration or addition, shall be made promptly in a good and workmanlike manner and all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, any national or local board of fire underwriters, or any other body hereafter exercising functions similar to those of any of the foregoing;
- (iii) During the period of construction of any change, alteration or addition in, to or of the improvements, Tenant shall maintain or cause to be maintained the following insurance:

- 1. The commercial general liability and property damage insurance required by Article 13(d) Article pertaining to insurance requirements for the Tenant;
- 2. Fire and any other applicable insurance required in the Article entitled Insurance, which policy or policies by endorsement thereto, if not then covered under the provisions thereof, shall also insure any alteration or addition, including all materials and equipment therefor incorporated in, on or about the Premises; and
- 3. Workers' compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises, with statutory limits as then required under the laws of the Commonwealth of Massachusetts:
- (iv) Tenant hereby agrees to indemnify, defend and hold harmless Landlord from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions, and to pay or discharge promptly any contractor's, mechanic's or materialman's lien which may be recorded against the Land or the Improvements, unless the same are caused by or due to any act or omission of Landlord or any contactor, agent or representative of Landlord; and
- (v) At Landlord's request, Tenant shall provide to Landlord copies of all licenses and permits in connection with any alteration or addition and any certifications by architects or the like in connection therewith.

#### 3. A. Initial Term.

TO HAVE AND TO HOLD the Land unto Tenant, its permitted successors and assigns, upon and subject to all of the terms, covenants, and conditions herein contained for a term (the "Term") commencing as of the Full Rent Commencement Date (the "Full Rent Commencement Date") and continuing until 12:00 noon on the last day of the tenth (10th) Lease Year (as defined below) following the Full Rent Commencement Date (as defined below), or until said term is sooner terminated pursuant to any of the provisions of this Lease, unless said term is extended as hereinafter provided. The term "Full Rent Commencement Date" shall mean the completion of all of the following conditions: (i) the date that is sixty (60) days following the completion of Landlord's Work as set forth in Section 2, (ii) the Tenant entering into an executed Host Community Agreement with the City of Haverhill, (iii) the Tenant's receipt of all state and local permits (including but not limited all administrative approvals, the issuance of a building permit for the construction of Lessee's proposed improvements and a certificate of occupancy), which permits and approvals contain terms, conditions and restrictions acceptable to Lessee in Lessee's sole discretion (the "Permits" and such condition is the "Permit Contingency"), (iv) expiration of all applicable appeal periods expiring without appeal, (v) and the receipt of a Final Certificate of Registration (FCR) from the Commonwealth of Massachusetts necessary to buildout, open and operate a Licensed Marijuana Retail Establishment ("LMRE") specific to adult use as defined by Chapter 94G, 935 CMR 500 in the Commonwealth of Massachusetts. Tenant shall promptly notify Landlord of the receipt or denial of the Permits.

Excepting review of the constructed Premises for which Tenant shall have ten (10) business days from notice of completion by Landlord, Tenant shall have thirty (30) days from the execution of this agreement to perform, at Tenant's sole cost and expense, such inspections of the property and all matters relating thereto and each aspect thereof that Tenant determines reasonably necessary and

appropriate and to agree to the Vanilla Box specifications with Landlord (the "Review Period"). If Tenant is not satisfied with the results of said inspections then Tenant may terminate this agreement by providing Landlord written notice within the Review Period of Tenant's termination. If Tenant has not elected to terminate this agreement, then commencing upon the expiration of the Review Period, Tenant shall have a period of eight (8) months (each month from the expiration of the Review Period hereof being referred to as a ("Permitting Month") to obtain the Permits (the "Initial Permitting Period"). Tenant shall notify Landlord of its election to continue the permitting process during the Initial Permitting Period by making payment to Landlord of the monthly Permit Period Carry Cost (as defined in Section 4.A) on each monthly anniversary of the Initial Permitting Period. If the Tenant has not obtained the Permits on or prior to expiration of the Initial Permitting Period, Tenant shall be entitled to extend the period to obtain such Permits for an additional six (6) months (the "Extended Permitting Period" and each thirty (30) day period thereof is an "Extended Permitting Month") by notice to Landlord on or before the expiration of the Initial Permitting Period, and thereafter, by making payment to Landlord of the Permit Extension Carry Costs (as defined in Section 4.A.) for each such Extended Permitting Month elected, on each monthly anniversary of the Extended Permitting Period. If the Tenant has not received the Permits prior to the end of the Extended Permitting Period, then this Lease shall automatically terminate without the necessity of any further action by the parties hereto, unless Tenant waives the Permit Contingency and agrees to continue with all its obligations under the Lease.

Tenant shall diligently apply for and seek all Permits in good faith, which shall include submitting complete, code compliant applications therefor in a prompt manner. The Initial Permitting Period and the Extended Permitting Period may be referred to herein as the "Permitting Period". Notwithstanding anything in this Lease to the contrary, Tenant may, at any time during the Permitting Period: (i) terminate this Lease, if Tenant, in its reasonable discretion, believes that it is no longer feasible to continue the permitting process, or (ii) waive the Permit Contingency and continue with its obligations under the Lease, *in each case* by providing not less than five (5) business days' notice to Landlord. Upon the provision of a notice of termination, as provided in this Section this Lease shall terminate and be of no further force and effect at the end of such five (5) business day period. All Carrying Costs (as defined in Section 4.A) and any other costs paid hereunder by Tenant during the Permitting Period shall be non-refundable but shall be applied towards the Tenants first years rent.

#### 3 B. Options.

Tenant shall have the right, to be exercised as hereinafter provided, to extend the Term for four (4) successive periods of five (5) years each (each, an "Extension Period"), upon the following terms and conditions:

- (a) That each Extension Period shall be upon the same terms, covenants and conditions as in this Lease provided, except that there shall be no further privilege of extension of the Term beyond the fourth Extension Period referred to above:
- (b) That with respect to each Extension Period, this Lease shall have been extended for the permitted prior Extension Period, as applicable; and
- (c) The Fixed Rent shall be adjusted for each Extension Period as set forth in Section 4 below.

Notwithstanding anything in this Section contained to the contrary, Tenant shall not be

entitled to any particular extension if at the time of the commencement of the Extension Period this Lease shall have terminated prior to the commencement of said Extension Period.

Each such Extension Period shall be deemed automatically exercised without the necessity of any further action by Landlord or Tenant, as long as the foregoing conditions to such extension are then satisfied; provided, however, that Tenant may avoid such extension by giving notice to Landlord, no later than six (6) months prior to the expiration of the then current Term with respect to the then next following Extension Period (the "Notice Date"), that it desires that the Extension Period in question shall not be exercised, whereupon such Extension Period shall not be exercised and the Term shall come to an end at the end of the then current Term of this Lease. At the request of either party, the parties shall execute a document in recordable form setting forth the status of the Tenant's extension rights under this Lease.

#### 4. Fixed Rent.

Tenant shall pay to Landlord Fixed Rent as follows, without notice and without set off, deduction or abatement. The Fixed Rent payable hereunder shall be payable, without notice or demand, in monthly installments of one twelfth (1/12th) of the then annual amount thereof on or before the first day of each and every calendar month, in advance. Each change in the amount of such annual rent shall, upon request of either party, promptly be memorialized in writing by Landlord and Tenant. During the term of this Lease, Tenant shall deliver the Fixed Rent and all other payments to be made to Landlord under this Lease to such place as Landlord from time to time may designate in writing. The obligations owing by Tenant under this Section are rent reserved under this Lease, for all purposes hereunder, and are rent reserved within the meaning of Section 502(b)(6) of the Bankruptcy Code or any successor provision thereto.

Tenant shall pay the following sums per year as Fixed Rent to Landlord during the Term of this Lease as the same has been extended:

#### A. Initial Term; Lease Year.

From and after the commencement of the Initial Permitting Period, through the earlier of (i) the end of the Initial Permitting Period and (ii) the Full Rent Commencement Date, Tenant shall pay to Landlord carrying costs for the Premises in an amount equal to One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars per month (the "Permit Period Carry Cost"). From and after the first day of the Extended Permitting Period (if extended) through the Full Rent Commencement Date, Tenant shall pay to Landlord carrying costs for the Premises in an amount equal to Five Thousand Five Hundred and 00/100 (\$5,500.00) Dollars per month (the "Permit Extension Carry Cost" and collectively with the Permit Period Carry Cost, the "Carrying Costs") for each Extended Permitting Month elected. The "Permit Period Carry Cost" payments and the "Permit Extension Carry Cost" payments shall be non-refundable and shall not be applied to the Tenant's first years Fixed Rent. The Fixed Rent for any partial month under this Lease shall be paid by Tenant on a pro rata basis.

B. From the Full Rent Commencement Date until the end of the tenth (10<sup>th</sup>) Lease Year, Tenant shall pay to Landlord Fixed Rent in an amount equal to Thirty Five and 00/100 (\$35.00)

Dollars per square foot (\$175,000.00 annually) for Year 1 and a 2% annual escalator on the previous year's rent per each Lease Year (the "Full Rent").

#### C. Rent for Extension Periods.

- 1. Fixed Rent for the first five (5) year option beginning on the first day of the eleventh (11<sup>th)</sup> Lease Year until the end of the fifteenth (15<sup>th</sup>) Lease Year shall equal a two (2%) percent increase from the previous years Fixed Rent.
- 2. Fixed Rent for the second five (5) year option beginning on the first day of the sixteenth (16<sup>th)</sup> Lease Year until the end of the twentieth (20<sup>th</sup>) Lease Year shall equal a two (2%) percent increase from the previous years Fixed Rent.
- 3. Fixed Rent for the third five (5) year option beginning on the first day of the twenty first (21st) Lease Year until the end of the twenty fifth (25<sup>th</sup>) Lease Year shall equal a two (2%) percent increase from the previous years Fixed Rent.
- 4. Fixed Rent for the fourth five (5) year option beginning on the first day of the twenty sixth (26th) Lease Year until the end of the thirtieth (30<sup>th</sup>) Lease Year shall equal a two (2%) percent increase from the previous years Fixed Rent.
- E. As used herein the term "Lease Year" shall mean the twelve calendar month periods running from the Full Rent Commencement Date except that if the Full Rent Commencement Date is not the first day of a calendar month then the first Lease Year will run from the Full Rent Commencement Date to the last day of the twelve full calendar months immediately succeeding the Full Rent Commencement Date.

#### 5. Use.

To use the Premises for the operation of a Licensed Marijuana Retail Establishment ("LMRE") for the sale of adult use ("recreational") marijuana and "medical" marijuana, subject to the condition that Tenant shall obtain and maintain valid and in good standing (without suspension) all requisite permits/licenses (including but not limited to building permits) from any necessary Massachusetts governmental authorities pertaining to business operations, including but not limited to the Massachusetts Cannabis Control Commission, the Massachusetts Department of Public Health, , throughout the term of the lease, along with ancillary products so long as it is allowed by the City of Haverhill and in accordance with Massachusetts law. Tenant may use all or a portion of the Premises for a marijuana establishment specific to adult use as defined by Chapter 94G in the Commonwealth of Massachusetts and the regulations governing the sale and distribution of marijuana medically prescribed or a marijuana retailer, as each may be modified or amended from time to time, with respect to the retail sale of cannabis plants, and related sale of paraphernalia, and storage of cannabis products for transport elsewhere by permit, as well as ancillary office use in connection therewith or any other type of licensed marijuana-related business.

Tenant will not use or allow the Premises or any appurtenances thereto to be used or occupied for any use in violation of any state or local laws, rules, regulations or ordinances, or in violation of any certificate of occupancy, and will not permit any condition to exist within the premises which may be dangerous, or which may make void or voidable any insurance in force with respect thereto.

#### 6. Termination.

This lease shall not terminate, unless sooner terminated in accordance with any other provision of this Lease, at 11:59 P.M. on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Full Rent Commencement Date, unless the Tenant exercises its right to terminate pursuant to section 3 B.

#### (a) Landlord's Early Termination Right.

Landlord shall have the right upon Landlord's sole election, upon five (5) days prior written notice to Tenant or, if sooner, upon the effective date of any court or administrative agency order, to terminate this Lease in the event any of these causes ("Early Termination Causes") arise:

- i. The seizure by any governmental authority seeking forfeiture of the Premises, provided that a court or administrative proceeding has actually commenced, including, but not limited to IRS Section 280E;
- ii. The entry of a final judgment that has the effect (whether by restraining order, injunction, declaration, or otherwise) of establishing the Tenant's use of the Premises constitutes a public or private nuisance, provided however that Early Termination will be tolled in the event that Tenant pursues an appeal with due diligence
- iii. The commencement of an action under any environmental, state, or local law (ordinance) or regulation seeking remediation of the Premises as a result of a violation by Tenant of any mandate pertaining to hazardous materi or commission of waste, or use of pesticides, which Tenant has not corrected with 30 days from said commencement;
- iv. An event that (i) requires closure of the Building for more than 180 consecutive days for remediation of materially adverse circumstances created by Tenant's use of the Premises, or for more than 210 nonconsecutive calendar days within a 360 consecutive day period, or (ii) causes Landlord's insurance carrier to cancel casualty and/or liability coverage on the Building unless the Tenant procures coverage for the Building within fifteen (15) calendar days thereafter, and commences and thereafter continues to pay any premium cost in excess of the premium (pre-cancellation) paid by Landlord without credit or offset against the Rent reserved under this Lease. This shall not include fire and other natural calamity events, unless the source of any such event is directly related to Tenant's operation, such as a heat lamp-related fire.

#### 7. Force Majeure.

Anything in this Lease Agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of Landlord or Tenant, neither the Landlord nor the Tenant shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease Agreement, except the obligation of either party to pay sums due hereunder as and when due, if the same be due to any strike, lockout, civil commotion, war-like operation, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls or

actions, explosion, flood, fire, epidemic, power failure, national emergency, riot, civil disturbance, sabotage, labor disputes, through Act of God, or other cause beyond the control of the Landlord or Tenant as the case may be.

#### 8. Payments at the Landlord's Direction.

All rent payable and all statements deliverable by the Tenant to the Landlord under this Lease Agreement shall be paid and delivered to the Landlord at 66 Park Street, or at such other place as may be designated, in writing, by the Landlord. Said rent shall be payable by good and sufficient funds via cash (United States Dollars), Money Order, cashier's check, or certified check drawn on a reputable banking institution who operates within the Commonwealth of Massachusetts.

#### 9. Real Property Taxes, Insurance, Premium, Utilities.

#### 1. Contribution to Taxes.

Commencing with the first month of the Full Rent Commencement Date, Tenant will pay to Landlord its pro-rata share of all real estate taxes assessed against the Demised Premises, or any taxes assessed in lieu thereof, each year of the Term or any extension of renewal thereof and proportionately for any part of a fiscal year. "Real estate taxes" will include (1) any so-called "special" assessment tax imposed by any authority having the direct power to tax; (2) any assessment, tax, fee, levy, or charge in substitution, partially or totally, of or in addition to any assessment, tax or charge previously included within the definition of real estate taxes that may be imposed by governmental agencies for services such as fire protection, street, sidewalk and road maintenance, refuse removal, and for other governmental services formerly provided without charge to property owners or occupants. All new and increased assessments, taxes and charges will be included within the definition of real estate taxes for purposes of this lease. "Real estate taxes" will not include Landlord's federal or state income, franchise, inheritance, or estate taxes. If Landlord obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, including reasonable attorney's fees, shall be refunded to Tenant. Landlord will apply for abatement in the event the real estate assessment is overly excessive within the reasonable discretion of the Landlord. In no event shall Landlord be responsible to an municipality under any "host agreement" between Tenant and the City of Haverhill, or otherwise, even in the event Tenant fails to satisfy its obligations under any such agreement(s).

#### 2. Contribution to Operating Costs.

This shall be a Triple Net (NNN) Lease. Commencing with the first month of the Full Rent Commencement Date, Tenant shall pay to Landlord its pro-rata share of the Operating Costs of the Demised Premises. This contribution to Operating Costs shall be prorated should this lease be in effect with respect to only a portion of any calendar year. For the purpose of this lease "Operating Costs" shall include:

(i) All <u>reasonable and customary</u> costs of management, operation and maintenance of the the property of which the demised premises are a part (any of which may be

furnished by an affiliate of Landlord) at fair market rates, including without limitation, water/sewer charges (unless separately metered), landscaping, lighting maintenance, painting, and repairing and replacing (except to the extent proceeds of insurance or condemnation awards are available) any common areas, maintaining, repairing, replacing, cleaning, lighting, removing snow and ice, painting, and landscaping of all vehicle parking areas and other outdoor common areas including any pylon sign; providing security, if any, removing trash from the common areas; providing public liability, property damage, and fire insurance, and such other insurance as Landlord deems reasonably appropriate, supplies, fire protection and fire hydrant charges, licenses and permit fees, provided all the above are regarded as maintenance and operating expenses under generally accepted accounting principles.

#### 3. Share of Additional rent.

Landlord shall reasonably estimate taxes and Operating Costs for the lease year in question and Tenant shall pay with each monthly installment of Fixed Rent during that lease year, as Additional Rent, an amount equal to one-twelfth of the total of such taxes and Operating Costs. In the case of a partial calendar month during the Lease term, the monthly installment of Additional Rent shall be reduced proportionately. If total payments based upon such estimates are less than the actual amount due Landlord, Tenant shall pay the full amount of the deficiency to Landlord within ten (10) days of receipt of Landlord's bill to Tenant for said amount, and if the total amount paid by Tenant exceeds the amount due, such excess shall be credited against the next installment(s) due under this lease or paid to Tenant if it is the last Lease Year.

Tenant's pro-rata share shall be computed based upon a fraction, the numerator of which shall be the gross square footage of the Demised Premises and the denominator of which shall be the gross square footage of the remaining Shopping Center buildings. Total square footage of the Tenant's portion is 5,000 SF and the total building area <u>and Tenant's proportionate share is to be determined.</u>

After the end of each calendar year, Landlord shall furnish Tenant with a statement of the Percentage Share of actual amount of Operating Costs and Real Estate Taxes incurred for such period. Landlord shall give Tenant reasonable access to its books and records to permit Tenant to verify the actual and estimated taxes and Operating Costs and items included in any Additional Rent.

#### 10. Other Taxes.

The Tenant shall pay before delinquency all personal property, sales, use, and other taxes levied upon it and payable in connection with the use, occupancy or conduct of its business on the Demised Premises. Tenant shall indemnify and hold Landlord free and harmless for any such taxes Landlord may pay as a result of Tenant's use, occupancy or conduct of this business.

#### 11. Past Due Rent and Additional Sums.

If the Tenant shall fail to pay within ten (10) days when the same is due and payable, any rent, any Additional Rent, sum or any other amounts or charges to be paid by Tenant herein, such unpaid amounts shall be subject to a late fee of 5% of the overdue amount. It is understood and

agreed by the parties that such untimely receipt of rent will cause the Landlord to incur costs not contemplated by this Lease, the exact amount of which being extremely difficult and impracticable to determine. The parties agree that this late fee represents a fair and reasonable estimate of the costs that Landlord will incur due to late payment of rent by Tenant. Each payment or expenditure which Tenant must make under the provisions of this section shall be deemed to be Additional Rent; the Landlord's right in the event that Tenant defaults in making any such payment or expenditure shall be the same as in the case of a default on paying the Fixed Rent.

#### 12. Not a Joint Venture or Partnership.

Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

#### 13. Tenant's Covenants.

Tenant covenants and agrees as follows:

#### a. Prompt Payment.

That it will promptly pay all taxes, insurance and utility bills attributable to the Demised Premises and to be paid by Tenant hereunder as the same shall become due. If the Landlord shall pay any moneys or incur any expenses in correction of violations of the Tenant's covenants herein set forth the amounts so paid or incurred shall, at the Landlord's option, bear interest at the rate of eight (8%) percent per annum.

#### b. Repairs and Maintenance.

That it will operate, maintain, repair, and if necessary, replace and keep all electrical, plumbing, heating, air conditioning, doors glass and windows and mechanical installations which are located within the Demised Premises and the interior of the Demised Premises, or exclusively services the Demised Premises, in good order and condition, and make as and when necessary replacements thereto. Tenant's obligation shall not include the repair maintenance or replacement of the exterior shell of the Demised Premises, the roof, foundation, and to those portions of the electrical, plumbing, and mechanical systems located outside of the building including underground utilities/plumbing which shall remain the Landlord's responsibility unless said facilities are damaged by action of Tenant or Tenant's employees, contractors, or invitees, following which Tenant shall be responsible for repair of such damage. The Demised Premises, together with all items referred to herein, shall be surrendered by Tenant at the expiration of the term hereof, and any extension or renewal thereof, in good order, damage by reasonable wear and tear, acts of God, casualty, condemnation or matters as to which Tenant is not required by this Lease to provide insurance excepted. Landlord shall be under no liability for repair, maintenance, alteration or any other action with reference to the interior of the Demises Premises or any part hereof, or any plumbing, heating, electrical, air conditioning, or other mechanical installation therein except as may be expressly set out in this Lease Agreement. Tenant shall not be required to make repairs during the last twelve (12) months of the Lease that exceeds more than one (1) months' rent.

#### c. No Refuse.

That it will not permit refuse to accumulate on the Demised Premises but will remove same at its own expense in accordance with applicable laws and regulations and will keep such refuse in proper appropriate containers and in such locations as Landlord may reasonably request and as shall be required by applicable governmental authorities.

## d. <u>Personal Property Insurance</u>, <u>Indemnity by Tenant</u>, <u>Public Liability Insurance</u>, <u>Fire Insurance</u>, <u>Insurance</u>, <u>Ins</u>

That all personal property, improvements, and betterments of Tenant, in or on the Demised Premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to or loss of such personal property arising from or out of the occupancy by Tenant of the Demised Premises, from vandalism or theft, or for bursting, leaking, or overflowing of water, sewer, sprinklers or steam pipes, or from the heating or plumbing fixtures, except as may be due to Landlord's negligence or willful misconduct.

Tenant shall keep in force at its own expense at all times during the term of this Lease Agreement or thereafter as long as Tenant shall continue to occupy any portion of the Demised Premised covering Landlord and Tenant and Landlord's agents, public liability insurance with minimum limits of one million dollars (\$1,000,000.00) per person (\$2,000,000.00) per occurrence on account of bodily injuries to or death. Landlord shall maintain throughout the term of this Lease a policy of commercial general liability insurance, written on a per occurrence basis, of not less than three million (\$3,000,000.00) Dollars with respect to the Shopping Center, naming Tenant an additional insured and written by companies licensed to sell insurance in Massachusetts. Upon Tenant's written request, Landlord shall provide certificates on a form ACORD 27 evidencing such insurance.

Landlord shall maintain fire insurance and extended coverage insuring the Demised Premises from fire and other covered hazards. Tenant will be charged its pro-rata share of the cost of this insurance as part of its pro rata share of operating costs. Tenant shall, at its own expense, carry fire insurance with extended coverage, on its fixtures, equipment, stock, and trade furnishings. Tenant further covenants and agrees that it will promptly replace all broken, damaged or cracked plate glass windows and doors in the Demised Premises at its own expense, with materials of like kind and quality. Upon Tenant's written request, Landlord shall provide certificates on a form ACORD 27 evidencing such insurance.

Tenant shall furnish Landlord with a certificate on a form ACORD 27 or other satisfactory evidence of all insurance required in this provision of the lease, showing same to be in full force and effect prior to occupancy and within twenty one (21) days of any written request of Landlord. If Tenant shall not comply with its covenants to maintain insurance as provided herein, Landlord may, at its option, cause such insurance to issue and, in such event, Tenant agrees to pay the premiums for such insurance promptly upon Landlord's demand therefor.

Tenant will save Landlord, its agents and employees, harmless and will exonerate, defend and indemnify Landlord, its agents and employees, from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority arising from or: (a) On account of or based upon any injury to person, or loss or damage to property, sustained or occurring on the Demised Premises on account of or based upon the act, omission, fault, negligence or misconduct or any person whomsoever, (but excluding the negligence and willful misconduct of the Landlord); (b) On account of or based upon any injury to person or loss of or damage to property, sustained or occurring anywhere on the Demised Premises (but excluding the negligence and willful misconduct of the Landlord) arising out of the use or occupancy of the Demised Premises by Tenant or by any person claiming by, through or under Tenant or on account of or based upon the act, omission, fault, negligence or misconduct of Tenant, its agents, employees or contractors; (c) On account of or based upon (including monies due on account of) any work or thing whatsoever done on the Demised Premises performed by or on behalf of Tenant during the term of this Lease. If any action or proceeding is brought against Landlord or its employees by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon notice from Landlord, will defend the same at Tenant's expense. Except to the extent caused by the negligence or willful misconduct of Tenant, its agents, employees or contractors. Landlord shall hold Tenant harmless from and defend Tenant against any and all claims or liability for any injury or damage to any person or property whatsoever: (a) occurring in, or about the Shopping Center; and (b) occurring in, on, or about the Demised Premises, when such injury or damage shall be caused in part or in whole by the act. neglect, fault, or omission of any duty with respect to the same, by Landlord, its agents, employees, contractors or invitees. The indemnity contained in this section shall survive the expiration or earlier termination of this Lease. If any action or proceeding is brought against Tenant or its employees by reason of any such claim for which Landlord has indemnified Tenant, then Landlord, upon notice from Tenant, will defend the same at Landlord's expense.

The terms and provisions of this Section shall survive the expiration or termination of this lease, with respect to incidents which occurred prior to such expiration or termination.

#### e. Compliance with Laws.

The parties acknowledge that myriad regulations and local, state, and federal laws and private persons shall govern the operation of Tenant's use and that Tenant alone will be responsible for compliance with all mandates and requirements of any nature. The parties also acknowledge that under federal law, the production, distribution and sale of cannabis remains a violation of the Controlled Substances Act and that, as between Landlord and Tenant, the risk of enforcement of such laws is on Tenant. Tenant's foregoing obligation shall encompass (i) all state and local laws and regulations from any governmental authority with jurisdiction over Tenant's use, including but not limited to Massachusetts General Laws Chapter 94G, and local zoning ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with state and local

laws allowing Tenant to use the Premises for the Permitted Use. The covenant to comply encompasses all applicable laws that become effective before and during the Lease Term, as may be extended (collectively, the "Mandates"), regardless of the cost of such compliance. Tenant's inability to comply with the Mandates shall be grounds for termination of this Lease. Tenant shall not be responsible for areas outside the Demised Premises; i.e., sidewalk, parking lot, common areas or be responsible for compliance for work performed by Landlord or pre-existing conditions.

#### Special Indemnity.

In addition to the provisions of general indemnification for environmental, hazardous waste, and otherwise, as discussed herein, Tenant expressly agrees to indemnify and hold Landlord harmless, including the payment of reasonable attorney's fees and expenses upon demand to defend against any administrative or court action (including, but not limited to violations of 18 U.S.C. §§ 1961-1968, 7 U.S.C. c. 6 §136, or any international treaty pertaining to marijuana prohibition) from and against any and all damages or losses Landlord incurs as a result of (a) (a) any violation of the Controlled Substance Act due to Tenant's use, and/or (b) damage done to the Building as a result of robberies, break-ins and burglaries, not covered by Landlord or Tenant insurance.

#### f. Signs.

Tenant shall have the right to erect or affix any signs on the exterior of the Demised Premises provided Tenant obtains the necessary sign permit, if any is required, from the City of Haverhill prior to installing said sign, and seeks the prior written consent of Landlord, such consent to not be unreasonably withheld, conditioned, or delayed. Landlord shall sign all required permit applications. In addition, Tenant shall have to right to add its name to any free standing pylon sign situated within the Shopping Center. All signage shall be in compliance with all applicable laws, rules, and regulations, including, but not limited to all advertising requirements promulgated by any Massachusetts marijuana regulatory agency with oversight authority over Tenant's business operations.

#### g. Hazardous Substances.

Tenant agrees not to cause or permit any release or discharge onto or in the vicinity of the Demised Premises of any hazardous or toxic material or substance including, without limitation, any and all chemicals, toners, or other substances used in its copying or printing processes (collectively, "Hazardous Substance') regulated by any local, state or federal law (for example, the Federal Comprehensive Environmental Response Compensation Liability Act of 1980, the Massachusetts Hazardous Waste Management Act and the Massachusetts Oil and Hazardous Material Release Prevention Act) now in existence or hereafter enacted (collectively, -Hazardous Waste Laws-). Tenant further agrees not to store, use, or dispose of Hazardous Substances from the Demised Premises to any other location, or commit or suffer to be committed in or on the Demised Premises any act which would require the filing of a notice pursuant to any Hazardous Waste Law, including without limitation Massachusetts General Laws Chapter 21E. Tenant agrees at Tenant's sole cost and expense to remove from the Demised Premises and the land under and adjacent to the Demised Premises any Hazardous Substance which have been placed thereon and may be released thereon by the act or neglect of Tenant or any person for whose conduct the Tenant may be lawfully responsible. Tenant covenants and agrees that it shall advise Landlord in writing (i) of any materials or substances Tenant deals with in any way in or on the Demised Premises that may be regulated

under any Hazardous Waste Law prior to such substances or materials being brought in or upon the Demised Premises, except those items customarily used in Tenants business and in office operations such as a copy machine, etc. If Tenant receives from any federal, state or local governmental agency any notice of violation or alleged violation of any Hazardous Waste law or if Tenant is obligated to give any notice under any Hazardous Waste Law, Tenant agrees to forward to Landlord a copy of any such notice within three (3) days of Tenant's receipt or transmittal thereof, and Tenant agrees, at Tenant's sole cost, to take all steps necessary to bring Tenant's use of the Demised Premises into compliance with such Hazardous Waste Law and any other hazardous waste related law. Under no circumstances shall Tenant be responsible for pre-existing conditions or conditions caused by others.

Tenant agrees to be solely responsible for and to indemnify Landlord, as Additional Rent, against any and all liability arising from the breach of any of Tenant's covenants and agreements under this Section, including without limitation reasonable attorneys' fees and costs incurred by Landlord in connection therewith, whenever such liability shall arise and for as long as Landlord remains so liable.

Landlord will indemnify, defend and hold Tenant harmless from and against any claim, cost, damage (including without limitation consequential damages), expense (including without limitation reasonable attorneys' fees and expenses), loss, liability, or judgment now or hereafter arising as a result of any claim associated with any required clean-up or other actions arising from the existence, release or threatened release of Hazardous Substances on, in or under the Demised Premises unless such Hazardous Substances are released by Tenant, its agents, employees, patrons, invitees, or contractors during the term of this Lease. Without limiting the foregoing, in the event that any such Hazardous Substances are determined to be located on the Demised Premises, Landlord shall at Landlord's sole cost, promptly take all steps necessary to comply with all applicable laws and regulations and the provisions of this Lease. The provisions of this section shall survive any termination or expiration of this Lease.

#### 14. Removal of Tenant's Property.

The Tenant shall have the right at any time during the term hereof and any extension or renewal thereof and also at the expiration of the term of this Lease Agreement and any renewal or extension thereof, to remove any and all property, trade fixtures, and other equipment (except fixtures, plumbing, HVAC and electrical equipment) placed or installed by it on the Demised Premises. Any damage caused to the Demised Premises by the Tenants bringing into the Demised Premises of any such fixtures or equipment or their removal shall be repaired by the Tenant at its expense, reasonable wear and tear expected.

#### 15. Quiet Possession.

The Landlord hereby covenants and agrees that the Tenant shall and may have quiet possession and enjoyment of the Demised Premises and the parking lot area within the Shopping Center for the term of this Lease Agreement and any extension or renewal thereof and Tenants quiet enjoyment of the premises shall not be disturbed by any act of the Landlord or of its agents.

#### 16. Landlord's Repairs/Covenants.

Landlord covenants and agrees to make all necessary repairs using reasonable diligence within a reasonable time frame during the term of this Lease Agreement, and any extension or renewal thereof, to the roof of the Building and all necessary structural repairs to the exterior walls and foundations and to those portions of the electrical, plumbing, and mechanical systems located outside the foundation of the demised premises, including underground plumbing and utilities.

#### 17. Estoppel Certificate.

Within ten (10) days after receipt of request therefor given by Landlord, or in the event that upon any sale, assignment or hypothecation of the Demised Premises, Tenant shall cause to be executed an estoppel certificate to be provided by Landlord. Tenant agrees to deliver said certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease Agreement is in full force and effect, the date to which rent and any additional rent have been paid, and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

#### 18. Attornment.

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease Agreement.

#### 19. Subordination.

The right of Tenant under this Lease Agreement shall be and are subject and subordinate at all times to the lien of any mortgage or Deed of Trust or now or hereafter in force against the Shopping Center of which the Demised Premises are a part and to all advances made or hereafter to be made upon the security thereof, provided, however, that Tenant, so long as it is not in default of this Lease Agreement beyond any applicable notice and cure period shall have the continued right of quiet enjoyment of the Demised Premises.

Tenant agrees, upon written request by Landlord, to execute a so-called "Subordination-Non-disturbance Agreement" which recognizes the Tenant's rights and obligations hereunder.

Notwithstanding the foregoing, no subordination of this Lease shall be effective with respect to any mortgage not on record as of the date of this Lease unless Tenant receives from any such mortgagee a commercially reasonable non-disturbance agreement, in which such mortgagee agrees to perform the obligations of the landlord under this Lease and to not disturb Tenant's possession of the Premises. Tenant agrees to execute such commercially reasonable documents necessary to accomplish such subordination and non-disturbance. Simultaneously with its execution of this Lease, Landlord shall deliver to Tenant a commercially reasonable non-disturbance agreement(s) in recordable form fully executed by the holder(s) of any and all mortgages encumbering the Demised Premises.

#### 20. Fire or Other Casualty.

If the Demised Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenantable or unusable by Tenant for its intended

purposes, Landlord shall within one hundred and twenty (120) days of such event, at its own expense, cause such damage to be repaired; if by reason of such occurrence, the Demised Premises shall be rendered untenantable or unusable by Tenant for its intended purposes only in part, Landlord shall within one hundred and twenty (120) days of such event at its own expense cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenantable or unusable by Tenant for its intended purposes. If by reason of such occurrence the Demised Premises shall be rendered untenantable or unusable by Tenant for its intended purposes Landlord shall, within one hundred and eighty (180) days of such event, at its own expense, cause such damage to be repaired and the rent meanwhile shall be abated in whole. Should Landlord's work not be completed within one hundred eighty (180) days after such occurrence, Tenant shall have the right to terminate this Lease Agreement by written notice to Landlord. In the event that insurance coverage is denied as a result of the status of cannabis under federal law, Tenant shall be deemed to self-insure and shall waive any and all claims against the landlord for loss or damage to its personal property, including inventory, that will apply if any portion of the Tenant's property is destroyed by casualty.

#### 21. Performance by Tenant.

Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will promptly upon receipt of written notice specifying action desired by Landlord in connection with any such covenant comply reasonably or commence to comply with such notice; and further, that if Tenant shall not reasonably comply with such notice, Landlord may, at its option, enter upon the Demised Premises with the presence of a Tenant employee who is registered as a dispensary agent with the state, except in the event of a Tenant default, whereupon landlord shall be escorted by an agent of the Cannabis Control Commission, and reasonably do the things specified in such notice, and Landlord shall have no liability to Tenant from any loss or damage resulting in any way from such reasonable action by Landlord, and Tenant Agrees to pay promptly, upon demand, any reasonable expense incurred by Landlord in taking such action.

#### 22. Default and Remedies.

If during the term of this Lease:

- A. Tenant shall default in the payment of any Fixed Rent or of any other sum of money whatsoever which Tenant shall be obligated to pay hereunder, within five (5) days after written notice that such payment is due; or
- B. Tenant shall default in the performance or observance of any of the other terms, covenants, or conditions of this Lease for thirty (30) days after written notice and demand, or if such default shall be of such a nature that the same cannot practicably be cured within said thirty (30) day period and Tenant shall not within said thirty (30) day period commence with due diligence and dispatch the curing and performance of such default, or if Tenant shall within said thirty (30) day period commence with due diligence and dispatch to cure and perform such default and shall thereafter fail or neglect to prosecute and complete the curing and performance of same, but notwithstanding such 30-day period, Tenant agrees to commence the curing of any such default as soon as reasonably possible after notice thereof; provided, however, that notwithstanding any provision in this clause B to the contrary, if Tenant shall dispute, in good faith, and provided no monetary default during such period shall continue beyond applicable notice and cure periods, any

default specified in any such written notice and demand, Tenant shall give Landlord written notice of the dispute within fifteen (15) days after receiving any such written notice and demand and, thereafter, diligently proceed in good faith to have the dispute resolved by a court of competent jurisdiction (or by any alternative method of dispute resolution mutually acceptable to Landlord and Tenant), then the date upon which Tenant is obligated to commence to cure the disputed default shall mean the date on which the dispute is finally resolved in favor of Landlord; or

- C. There shall be filed by Tenant in any court a petition in bankruptcy or insolvency proceedings, or such a petition shall be filed against Tenant and Tenant shall within ninety (90) days thereafter fail to secure the dismissal of such petition, or there shall be any taking of the leasehold estate on execution or by other legal process or a receiver shall be appointed for Tenant and in each case the same shall not be dismissed or stayed within sixty (60) days thereafter; or
- D. If Tenant makes an assignment for the benefit of creditors, then and in any such case, Landlord may elect to (i) re-enter the Premises, without notice, and remove all persons and property therefrom, either by summary proceedings or by any suitable action or proceeding at law, or otherwise, without being liable to prosecution or damages therefor, and may recover the Demised Premises, and expel Tenant and/or (ii) terminate this Lease by giving ten (l0) days' notice in writing to Tenant, and the term of this Lease shall expire upon the passage of said ten (l0) days' notice as if said date were the date herein originally fixed for the expiration of the term hereby granted. Tenant shall thereupon quit and peacefully surrender the Premises to Landlord without any payment therefor by it, and Landlord may re-enter the Premises as provided in the preceding clause (i). Notwithstanding the above, Landlord shall have the benefit of all remedies at law or in equity available to it by reason of Tenant's default. Further, prior to making such entry or giving such notice of termination, Landlord shall give Tenant notice of the continuance of such default, and Tenant shall have ten (10) days to cure the same before Landlord may exercise its right of termination by re-entry or notice.

Anything in this Lease to the contrary notwithstanding, in no event shall Tenant be in default under this Lease unless the applicable notice shall have been given and the applicable grace periods provided for in this Lease for such default shall have expired and such default shall not have been cured. Wherever used in this Lease, the term "default" shall mean a default remaining uncured after notice and the expiration of grace periods, if any, provided for in this Lease. If Tenant holds over or otherwise fails to vacate the Demised Premises at the expiration of the term and any extensions thereunder, the rent for any such holdover period shall be One Hundred Twenty-five Percent (125%) of the amount due prior to the holdover period.

## E. <u>Amounts Due Following Default.</u> <u>Upon such re-entry, termination and/or dispossession by summary proceedings or otherwise</u>:

- 1. Fixed Rent and all other charges shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or termination, together with such reasonable expenses, including attorneys' fees, as Landlord shall incur in connection therewith;
- 2. Landlord may relet the Demised Premises or any part thereof, either in its name or otherwise, for a term which may at its option be equal to, less than or exceed the period which would otherwise have constituted the balance of the then Term of this Lease, and Landlord shall use reasonable efforts to so re-let the Demised Premises in order to mitigate its damages; provided Landlord's obligation to mitigate damages shall be satisfied in full if Landlord undertakes to lease

the Demised Premises (or any portion thereof) to another tenant (a "Substitute Tenant") in accordance with the following criteria: (i) Landlord shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Premises until Landlord obtains full and complete possession of the Premises including, without limitation, the final and unappealable legal right to relet the Premises free of any claim of Tenant (or any party taking by or through Tenant, except as expressly provided herein); (ii) Landlord shall not be obligated to lease the Premises to a Substitute Tenant for a rent less than the current fair market rent then prevailing for similar uses in the same market area as the Premises, nor shall Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord, in Landlord's good faith discretion; and (iii) Landlord shall not be obligated to enter into a lease with any proposed Substitute Tenant which does not have, in Landlord's good faith and reasonable opinion, sufficient financial resources to operate the Premises in a first class manner and to fulfill all of the obligations in connection with the lease thereof as and when the same become due.

3. Tenant also shall pay to Landlord the amount by which the Fixed Rent and other payments to be made to Landlord reserved in this Lease exceeds the net amount, if any, of the rents collected on account of the leases of the Premises, if any, for each month of the period which would otherwise have constituted the balance of the term of this Lease, which amounts shall be paid in installments by Tenant on the rent dates specified in this Lease, and for which Landlord may bring suit from time-to-time for any period without prejudice in any way to the rights of Landlord to collect the deficiency for any subsequent period by a similar action or proceeding.

#### 23. Condemnation.

If the whole of the Demised Premises or such part thereof as shall render the Demised Premises materially unsuitable for Tenant's purpose shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then, in that event, the term of this Lease Agreement shall cease and terminate as of the date of such taking. Any award for the land and buildings of which the Demised Premises are a part, shall be the property of Landlord. Tenant, however, shall be entitled to claim, prove and received in the condemnation proceeding such awards as may be allowed specifically to Tenant for its leasehold interest, including but not limited to, loss of goodwill, loss of trade fixtures and equipment, and moving and relocation expenses. If the Lease is not terminated, the Rent reserved for the remainder of the Term shall be reduced in proportion to the portion of the Premises taken, condemned or sold, having due regard to the nature and extent of the injury caused thereby to the Premises and to Tenant's use thereof, and such reduction in Rent shall be without prejudice to any rights and claims which Tenant may otherwise have on account of such taking or condemnation or sale. Landlord shall within one hundred and twenty (120) days of such taking repair the Premises to a condition suitable for Tenant's intended use thereof.

#### 24. Utilities.

Tenant hereby agrees to pay as and when they become due all water, sewer and utility costs for utilities furnished to or consumed at the Demised Premises which are separately metered.

#### 25. No Broker's.

The Landlord and Tenant each warrants and represents to the other that it has dealt with no broker in connection with the consummation of this Lease. Accordingly, (i) in the event of any

brokerage claims against the Tenant predicated upon prior dealings with the Landlord named herein, the Landlord agrees to defend the same and indemnify the Tenant against any such claim, and (ii) in the event of any brokerage claims against the Landlord predicated upon prior dealings with the Tenant named herein, the Tenant agrees to defend the same and indemnify the Landlord against any such claim.

#### 26. Notices.

All notices from Tenant to Landlord required or permitted by any provision of this Lease Agreement shall be in writing and sent by certified mail return receipt requested or by overnight courier services and directed to Landlord at:

#### **LANDLORD**

IRENEBEA LLC 66 Park Street Andover, MA 01810 merreng@aol.com Tel. (978) 475-3555

All notices from Landlord to Tenant so required or permitted shall be in writing and sent by certified mail, return receipted requested or by overnight courier services and directed to Tenant at:

**TENAN** 

HaverWell LLC

24 R Pleasant Street, Unit 2, Newburyport, MA 01950

With a copy to:

Either party may, at any time or from time to time, designate in writing a substitute address for that

above set forth, or thereafter notices shall be directed to such substitute address.

#### 27. Successors and Assigns.

This Lease agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors, and assigns, and shall be binding upon Tenant, its successors, assigns, and legal representatives, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord or are otherwise permitted by this Lease.

#### 28. Waiver.

The failure of Landlord or Tenant to insist, in any one or more instances, upon a strict performance of any covenant of this Lease Agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by the party charged with said waiver.

#### 29. Notice of Lease.

The parties agree that upon the request of either party, they will execute, acknowledge, and deliver a Notice of Lease in a form reasonably satisfactory to Landlord in its sole discretion that may be recorded at the expense of the requesting party in the appropriate registry of deeds. Said Notice of Lease must be preapproved by landlord by sending a copy to its Notice Address. Landlord will make every effort to approve or disapprove of such request within a 7 business day period.

#### 30. Assignment; Subletting

From and after the Full Rent Commencement Date, Tenant may not, without the consent of Landlord, which consent shall not be unreasonably withheld, conditioned, delayed or denied, assign this Lease. Upon Landlords approval, provided such party executes and delivers to Landlord an agreement reasonably satisfactory to Landlord assuming and agreeing to perform the obligations of Tenant hereunder, the original Tenant (and any guarantor of Tenant's obligations) shall be released and discharged from all liability and obligations under this Lease accruing from and after the effective date of such assignment. Upon prior approval of the terms of the lease by Landlord, which approval shall not be unreasonably withheld, conditioned, delayed or denied, Tenant shall have the right to enter into sublease(s) of the Premises, provided that the proposed sublease is upon commercially reasonable terms for a term of not greater than the then current Term of the Lease, plus any Extension Terms, subject to Tenant's exercise of same, but without options to purchase or rights of first refusal. All subleases shall be subject and subordinate to this Lease and shall include a provision that the sub-tenant acknowledges that the sublease is subject and subordinate to this Lease. Tenant shall provide Landlord with a copy of the then current leases.

Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under this Lease or sublet the Premises (i) to any entity controlling or controlled by or under common control with Tenant or (ii) to any successor to Tenant by purchase, merger, consolidation or reorganization without the consent of Landlord, *provided*: (1) Tenant is not in default under this Lease; (2) if such proposed transferee is a successor to Tenant by purchase, said proposed transferee

shall acquire all or substantially all of the stock, membership interest or assets of Tenant's business or, if such proposed transferee is a successor to Tenant by merger, consolidation or reorganization, the continuing or surviving entity shall own all or substantially all of the assets of Tenant; and (3) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed purchase, merger, consolidation or reorganization together with sufficient information and documentation to permit Landlord to determine that the proposed transfer is one that is permitted pursuant to the terms of this Section.

All subleases or assignments allowed pursuant to this Section shall be deemed to be "Permitted Transfers" and each transferee a party to such Permitted Transfers is deemed to be a "Permitted Transferee".

#### 31. Reserved.

#### 32. Reimbursement of Expenses

In the event, that Landlord and Tenant are involved in any litigation regarding the performance of any of their obligations under this Lease, the unsuccessful party by final order, decree or judgment in such litigation by a court of competent jurisdiction shall reimburse the successful party for all reasonable legal fees and expenses incurred by such successful party in connection with obtaining such final order, decree or judgment.

#### 33. Entire agreement.

This Lease Agreement sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Demised Premises, and there are no promises, agreements, conditions, or understandings, either oral or written, expressed or implied, between them other than as set forth herein. Except as herein otherwise provided, no subsequent alterations, amendment, change, or additions to this Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

#### 34. Construction of Agreement; Choice of Law; Venue.

This Lease Agreement shall be construed under the laws of the Commonwealth of Massachusetts. This Lease shall not be construed in favor of, or against either party hereto by reason of the participation in, or lack thereof, of its drafting by either party or their respective representatives. All headings preceding the text of the several provisions and sub-provisions are inserted solely for convenience of reference and none of them shall constitute a part of this Lease Agreement or affect its meaning, construction, or effect. Both parties hereby expressly waive the right to a trial by jury in any proceeding brought in a court of competent jurisdiction relative to the enforcement of any provision of this Lease or any matter relating to the use and occupancy of the Demised Premises by Tenant. Any action to enforce this agreement or any matter arising out of the Tenant's occupation of the premises shall be brought in any Massachusetts state court, and not federal court.

#### 35. Limitation on Personal Liability

It is understood and agreed that any and all covenants, obligations or agreements of the Landlord or the Tenant contained in this Lease shall be binding upon Landlord and Landlord's

successors or Tenant or Tenant's successors, as the case may be, only with respect to breaches occurring during it and its successors' respective ownership of its interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment. In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages. In no event shall Tenant ever be liable to Landlord for any indirect or consequential damages, but the foregoing shall not derogate from the default and remedies provisions of this Lease or diminish Landlord's rights and remedies expressly herein provided.

#### 36. Surrender.

Upon the expiration or other termination of the term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Demised Premises and all alterations, additions, and improvements made by Tenant and shall repair any damages to the Demised Premises, reasonable wear and tear, damage by casualty or condemnation and matters as to which this Lease does not require Tenant to provide insurance excepted. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Any property not removed by Tenant within twenty days of expiration of the Term of this lease shall be conclusively deemed to have been abandoned and may either be retained by Landlord as its property or sold, Landlord may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of the sale, the cost of moving and storage, any arrears of rent or other charges payable hereunder by Tenant to Landlord and to any damages to which Landlord may be entitled under Section 22 hereof or pursuant to law.

#### 37. Form of Payment.

Notwithstanding anything contained in this Lease to the contrary, Tenant shall have the right in its sole discretion to pay Fixed Rent and Additional Rent, and/or any other charges due hereunder by electronic transfer as an Automated Clearing House ("ACH") transaction, in good and sufficient funds. Landlord shall, upon Landlord's execution of this Lease, promptly execute and deliver to Tenant any documents, instruments, authorizations, or certificates reasonably required by Tenant to effectuate ACH transfers pursuant to which Tenant shall be authorized and enabled to make all payments owed by Tenant of whatsoever nature required or contemplated by this Lease. Any such ACH transfers shall be paid by Tenant, from Tenant's account in a bank or financial institution designated by Tenant and credited to Landlord's bank account as Landlord shall have designated to Tenant. Landlord agrees to cooperate, at no additional cost, expense or liability to Landlord, with Tenant to complete all necessary forms in order to accomplish such method of payment, within thirty (30) days of Landlord's receipt of such forms. In the event that Landlord elects to designate a different bank or financial institution into which any ACH transfer is to be deposited, notification of such change and the required documents, instruments, authorizations, and any modified Landlord's ACH Account Information must be received by Tenant no later than 30 days prior to the date such change is to become effective.

#### 38. When Lease Becomes Binding.

Submission of this document for examination and negotiation does not constitute an offer to lease or a reservation or an option for the Demised Premises and this document shall become

effective and binding only upon the execution and delivery hereof by both the Landlord and the Tenant.

## 39. Miscellaneous Provisions; Exclusivity of Use.

Neither Landlord nor Tenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) for any (a) loss or damage to any building, structure, or other tangible property; (b) liability for personal injury; or (c) losses under workers' compensation laws and benefits, even though such loss, damage, or liability might be caused by the negligence of such party, its agents, contractors, invitees, or employees. Landlord's and Tenant's insurance policies shall include either (d) a waiver by the insurer of all rights of subrogation against the other party, its agents, contractors, invitees, or employees, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of such party, its agents, contractors, invitees, or employees, or (e) a statement that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any other party for losses covered by such policies.

To induce Tenant to execute this Lease, and subject to all of the terms and provisions of this Section 39, Landlord covenants and agrees that neither Landlord nor any affiliate of Landlord or entity owning real estate under the direct or indirect control of Landlord shall lease or rent any premises in the buildings known as 399 Amesbury Road or in the zoning district in which it is located to any new tenant (including, without limitation, any assignee, sublessee, licensee or other occupant of such new tenant) that operates a Competing Business (as hereinafter defined) without Tenant's prior written consent, which consent may be withheld in Tenants sole discretion. For the purpose of this Section 39, a Competing Business shall mean any entity, or any business, division, operation or affiliate thereof that devotes or intends to devote square footage within 399 Amesbury Road or in the zoning district in which it is located to selling, directly or indirectly, adult-use retail marijuana. This restriction shall not apply to medical-only retail, cultivation, and product manufacturing marijuana uses. In the event of any monetary or any material non-monetary default under this Lease by Tenant that continues beyond any applicable cure periods, Landlord shall have the right, upon written notice to Tenant, to declare this Section 39 null and void and of no further force or effect..

#### 40. Severability.

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

#### 41. Regulatory Provisions.

Notwithstanding the provisions of this Lease, including without intending to limit the same Paragraphs 22 and 36, Landlord and Tenant agree that in accordance with Massachusetts General Laws and implementing regulations, only those authorized to possess and handle marijuana are permitted to possess regulated assets, such as marijuana and marijuana infused products, without being subject to law enforcement action, and therefore landlord must seek and obtain approval from the Massachusetts Cannabis Control Commission before Landlord or Landlord's agents may lawfully enter the Premises in accordance with the provisions of said Lease.

Landlord and Tenant agree that Landlord shall not enter or occupy the Premises until after Landlord has sought and obtained approval from the Massachusetts Cannabis Control Commission and after those authorized to possess and handle marijuana in accordance with Massachusetts statutes and regulations have removed all marijuana and marijuana infused products from the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed under seal by their duly authorized officers on this day of December, 2018.

LANDLORD:

IRENEBEA LLC, a Massachusetts limited liability company

By:

By: King Wanter - Manager

TENANT:

HaverWell LLC

CHRISTOPHER EDWARDS CE

Letter ID: L1802126208 Notice Date: April 15, 2019 Case ID: 0-000-585-262



#### CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

#### 

HAVERWELL MARKET, LLC 24R PLEASANT ST, UNIT 2 NEWBURYPORT MA 01950

#### Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HAVERWELL MARKET, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

#### What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

#### Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- · Contact us using e-message
- · Sign up for e-billing to save paper
- Make payments or set up autopay

send be Glor

Edward W. Coyle, Jr., Chief

Collections Bureau



# The Commonwealth of Massachusetts Secretary of the Commonwealth State House, Boston, Massachusetts 02133

April 12, 2019

#### TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

#### HAVERWELL MARKET, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on January 14, 2019.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **CHRISTOPHER EDWARDS** 

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHRISTOPHER EDWARDS** 

The names of all persons authorized to act with respect to real property listed in the most recent filing are:  $\mathbf{NONE}$ 



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

Secretary of the Commonwealth

William Travin Galicin

Processed By:IL



## HOME DELIVERY

Save \$2.50 Per Week Off Newsstand Prices That's Over \$130 a Year!

Place a happy ad in this

Place a happy ad in this section to wish a special someone a Happy Birthday, Anniversary, Retirement, Thinking of You, Love You or Just Wish Them a Nice Day, Call today
The Classified Connection
378-348-2300

ALYSSA (sp) approximately 30 yrs old. Daughter of Jody from Newburgport Salisbury area, if you are or know Alyssa; misplaced phone number, please call or email me bla0354@aol.com

WANT YOUR AD HERE? CALL 978-946-2300

The Eagle Tribune

## Public Notices

## Take notice, they could affect you!

#### PUBLIC NOTICES

COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT

19 SM 000152 ORDER OF NOTICE

Geraldine Er Jemlich a/k/a Ger

aldine E. Demars and to all persons entitled to the

benefit of the Servicemembers Civil Relief Act., 50 U.S.C. §3901 et seq.: CitiMortgage, inc.

claiming to have an interest in a Mortgage covering real property in Lawrence, numbered 9 Boston Street, given by Geraldine E. Jemilich alk/a Geraldine E. Demars and Walter A. Jemlich to Mortgage Electronic Registration Systems, inc., as nominee for Principal Residential Mortgage, Inc., dated July 1, 2003, and recorded in Essex County (Northern District) Registry of Deeds at Book 7983, Page 139, and now held by Plaintiff by assignment, has flied with this court a complaint for determination of De-

fendent's Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before April 29, 2019 or you may be forever barred from claiming that you are entitled to the benefits

Witness, GORDON H. PIPER Chief Justice of this Court on March GORDON H. PIPER

Deborah J. Patterson Recorder

ET - 4/4/19:

#### PUBLIC NOTICES

Commonwealth of Massachusetts Probate Court Docket No. ES13P3437PM ESSEX, SS

To all persons interested in the estate of Christine T Pionowski of Lawrence in said County, protected person under conservatorship.

A petition has been presented to

said Court for license to sell private sale certain real estate of said pro-

tected person for her maintenance. Real estate situated in Lawrence in the County of Essex described as

follows: The land with the buildings there on situated in Lawrence, situated on

the westerly side of Howard Street, bounded and described as follows: Northerly, two hundred seventy and 25/100 (270:25) feet by land now or formerly of Louis J. Ronsivalli. et ux:

Easterly, sixty three and 75/100 (63.75) feet by Howard Street; Southerly, two hundred seventy and 25/100 (270.25) feet by land

now or formerly of Sever; and Westerly, sixty three and 75/100 (63.75) feet by land now or formerly Daniel Saunders.

For title see deed recorded in Es-sex North District Registry of Deeds In Book 899, Page 029.

If you desire to object thereto you or your attorney should file a written appearance in said Gourt at Selem before ten o'clock in the forenoon on the twenty-ninth day of April 2019, the return of this citation.

Witness, Jennifer M.R. Ulwick, Esquire, First Judge of sald Court, this twenty-first day of March 2019. Pamela Casey O'Brien

ET - 4/4/19



A Community Outreach Hearing is being hosted by Haverwell Market, LLC from 6:00pm to 7:00pm on Thursday April 11, 2019 in room TC211 at Northern Essex in room 10211 at Normem Essex Community College, 100 Elliott St. Haverhill, MA 01830. At the hearing, Haverwell Market will be discussing its proposal to site an adultuse retail marijuana dispensary at 399, Amesbury Rd, Haverhill. ET - 4/4/19

The Lawrence Retirement Board is soliciting proposals for Actuarial Services If you wish to obtain a copy of the RFP, contact Diane Cockroft, Exec. Director, Lawrence Retirement Beard,, 354 Merrimack Street, Entry C, Suite 302, Lawrence, MA. email dcockroft@cityoflawrence.com Submission deadline is April 19, 2019 by 3:00 PM ET -4/1, 4/4, 4/8, 4/10/19

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transfers information. between government and the people. Public notices are

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Rick Petralia J Barrett & Company 978-239-6207

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carpeting, new paint, some fi needed, two-car garage, ve yard: \$748,000

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Newburyport ~ High THE MERRILL HOUSE — 179 space with period features, 4 field paneled mantel wells; do cornice moldings, Formal dini private second floor deck, h looking out on 12 abre of lawn systems updated, SS kitchel two atory carriage barn. Kept caring owners, \$789,000

RIVER VALLE

Call Joanle Purinton 978 or office, 978-363-8851 for mo or to arrange a shot

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living levels - needs reliab -tem, 1998 liuge country kito tem, 1998 huge country water heater and newer roof, septic inspection. High ceilin moldings, two bays of huge wasquare feet on 4,5 acres. This nificent home! Legal; third-1 \$1000/mo rental income.

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THE EAGLE-TRIBUNE SALEM NEWS THE DAILY NEWS OF NEWBURY **GLOUCESTER DAILY TIMES** ANDOVERTOWNSMAN HAVERHILL GAZETTE CARRIAGE TOWNE NEWS **DERBY NEWS** 

North of Boston Media Grou

SHEEHAN, SCHIAVONI, JUTRAS & MAGLIOCCHETTI, LLP 2019



LME 19-5

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. LLM

10,2

VIA UPLOAD

May 21, 2019

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

RE: Special Permit Petition:

Chapter 255 Article XIX LME-NE

Owner:

MAC&D Realty, LLC

Applicant:

Mellow Fellows, LLC

Location:

330 Amesbury Road, Haverhill MA

Parcel ID:

428-628-13A

Dear President Michitson:

Please be advised this office represents Mellow Fellows, LLC regarding the property located at 330 Amesbury Road, and being shown on Haverhill Assessor's Map 428 Block 628 Lot 13A.

Mellow Fellows, LLC is requesting a Special Permit from the City of Haverhill to operate an Adult Use Marijuana Establishment. The Haverhill Zoning Ordinance Chapter 255 Section 201 requires a Special Permit to operate an Adult Use Marijuana Establishment. The property is shown in Haverhill Assessor's Map 428 Block 628 Lot 13A and is located in the "LME-NE" Zoning District.

Kindly schedule a hearing with the Council. I have filed the appropriate plans, reports and fees in connection with the requested Special Permit.

The applicant further agrees to waive the statutory requirement for the Haverhill City Council to hold a hearing on the matter within sixty-five (65) days. Should you have any questions or need any additional information, please don't hesitate to contact me.

Paul A. Magliocchetti, Esquir

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



RICHARD J. SHEEHAN, JR.
TIMOTHY J. SCHIAVONI
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WILLIAM D. CHASE

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

VIA UPLOAD

May 21, 2019

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

RE:

Mellow Fellows, LLC Eligibility for Receipt of a Retail Marijuana Establishment in the City of Haverhill

Dear President Michitson:

Please be advised that I represent Mellow Fellows, LLC ("Mellow Fellows") in connection with its application submission to the Cannabis Control Commission (the "Commission") for a Retail Marijuana Establishment in the City of Haverhill. On May 21, 2019, Mellow Fellows started its Retail Marijuana Establishment license application in the Massachusetts Cannabis Industry Portal (MassCIP). Pending the Commission's review of the application materials, Mellow Fellows and its owners/operators should be eligible to receive a certificate of registration for a Retail Marijuana Establishment in the City of Haverhill in accordance with the regulations adopted by the Commission.

Please do not hesitate to contact me directly with any questions or if any additional documentation is required by the City Council for Mellow Fellows to satisfy the §225-205(D) of the City's Zoning Ordinance.

Paul A. Magliocchetti, Esquire

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



RICHARD J. SHEEHAN, JR.
TIMOTHY J. SCHIAVONI
ROBERT A. JUTRAS
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CAITLIN M. MASYS
MARCIA K. ROSENN
WILLIAM D. CHASE

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

VIA UPLOAD

May 21, 2019

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

RE:

Community Outreach Meeting

April 4, 2019

Dear President Michitson:

Please be advised this office represents Mellow Fellows, LLC regarding the property located at 330 Amesbury Road, and being shown on Haverhill Assessor's Map 428 Block 628 Lot 13A.

Mellow Fellows, LLC, pursuant to applicable state law and local ordinance held a community outreach meeting on April 4, 2019. The notice of the meeting was published, advertised on social media, and hand delivered to all abutters and surrounding neighborhoods. The meeting was held as scheduled at the IHUB, located at 1 Merrimac Street, Haverhill.

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

Paul A. Magliocchetti, Esquire

Marijuana Establishment (LME) Special Permit

LME-19-5

**Applicant** 

<u>R</u> Paul Magliocchetti

**978-373-9161** 

@ pmagliocchetti@ssjmattorneys.com

Location

330 AMESBURY RD Haverhill, MA 01830

**Business Owner Information** 

**Describe Your Role in This Application** 

Attorney/Agent for Applicant

**Business Owner Address** 

88 Standish Road

**Business Owner State** 

MA

**Business Owner Phone** 

978-373-9161

**Security Record Number** 

LMES-19-5

**Business Owner Name** 

Mellow Fellows LLC

**Business Owner City** 

Haverhill

**Business Owner Zip** 

01830

**Business Owner Email** 

pmagliocchetti@ssjmattorneys.com

Applicant Information

Name of Attorney/Agent Firm

tbd

Attorney/Agent City

Haverhill

Attorney/Agent Zip

tbd

Attorney/Agent Address

tbd

Attorney/Agent State

tbd

Is the Business Owner a Priority Applicant?

No

**Business Information** 

Name of Establishment

Mellow Fellows LLC

**Business Structure** 

Limited Liability Corporation (LLC)

**Company Website Address** 

www.mellowfellows.biz

Is the Location Leased or Owner?

Leased

Are You Seeking to Locate in the Waterfront District Area

(WDA)?

No

Type of Establishment

Retailer

Taxpayer Identification Number (TIN)

83-3104809

**Business Phone** 

978-373-9161

Which Zone are You Applying for?

LME-NE: No Exclusions

If Another Marijuana Business Within 1/2 mile of Your Property

is Approved First, What Will You Do?

Seek a Waiver

Corporate Information (Required for Business Entities)

Legal Business Name

Mellow Fellows LLC

Are You a MA Business Entity?

Yes

Doing Business As (DBA) If Any

--

Filing Date w/Secretary of State

09/10/2018

**Corporate Officers & Director Information** 

Officer/Director Name

Timothy Riley

Officer/Director Address

70 Washington Street, Unit 506, Haverhill, MA 01830

Officer/Director % Ownership

**Director/Officer Title** 

Manager

Officer/Director Name

Charles Emery

Officer/Director Address

29 Newton Avenue, Haverhill, MA 01830

Officer/Director % Ownership

Director/Officer Title

Manager

Officer/Director Name

Edward Philip Brown

Officer/Director Address

88 Standish Road, Haverhill, MA 01830

Officer/Director % Ownership

**Director/Officer Title** 

Manager

**Hours of Operation** 

Monday

9:00 AM - 7:00 PM

Wednesday

9:00 AM - 7:00 PM

Friday

9:00 AM - 7:00 PM

Sunday

9:00 AM - 7:00 PM

Tuesday

9:00 AM - 7:00 PM

Thursday

9:00 AM - 7:00 PM

Saturday

9:00 AM - 7:00 PM

**Liability Agreement** 

7/5/2019

Agree

true

#### **Indemnification Agreement**

Agree

true

**New Custom Section** 

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



RICHARD J. SHEEHAN, JR.
TIMOTHY J. SCHIAVONI
ROBERT A. JUTRAS
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OF COUNSEL KRISTIN M. YASENKA JOSHUA S. ENGLAND, LLM

VIA UPLOAD

May 21, 2019

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

RE:

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Dear President Michitson:

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Please do not hesitate to contact me directly with any questions or if any additional documentation is required by the City Council for Mellow Fellows to satisfy the §225-205(D) of the City's Zoning Ordinance.

Paul A. Magliochetti, Esquire

Marijuana Establishment (LME) Special Permit · Add to a project

Expiration Date A

Active

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## LME-19-5

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РМ	Applicant	1945 1945
	Paul Magliocchetti	
-	Location	
人	330 AMESBURY RD, Haverhill, MA 01830	
Timelin	ne	Add New ▼
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	Tax Check	
	Completed May 22, 2019 at 8:53am	
	City Clerk Review	ļ
	Completed May 23, 2019 at 9:28am	!
	Storm Water Review for Special Permit	1
	Completed May 23, 2019 at 9:46am	
	Wastewater Department Review for Special Permit	
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### Tom Bridgewater 🕏

Remove Comment • Jul 2nd 2019, 10:47am

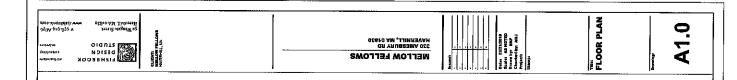
it appears building will be doing a level 3 alteration all work will be done with 780 CMR 2015 IEBC and 521 CMR parking for handicap 521 CMR must comply in accordance with section 23 and 24 and i have a question on the optional barb wire fence

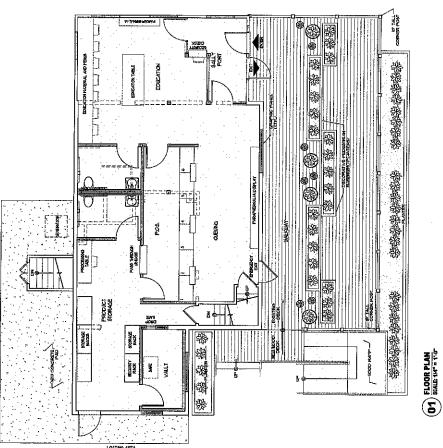
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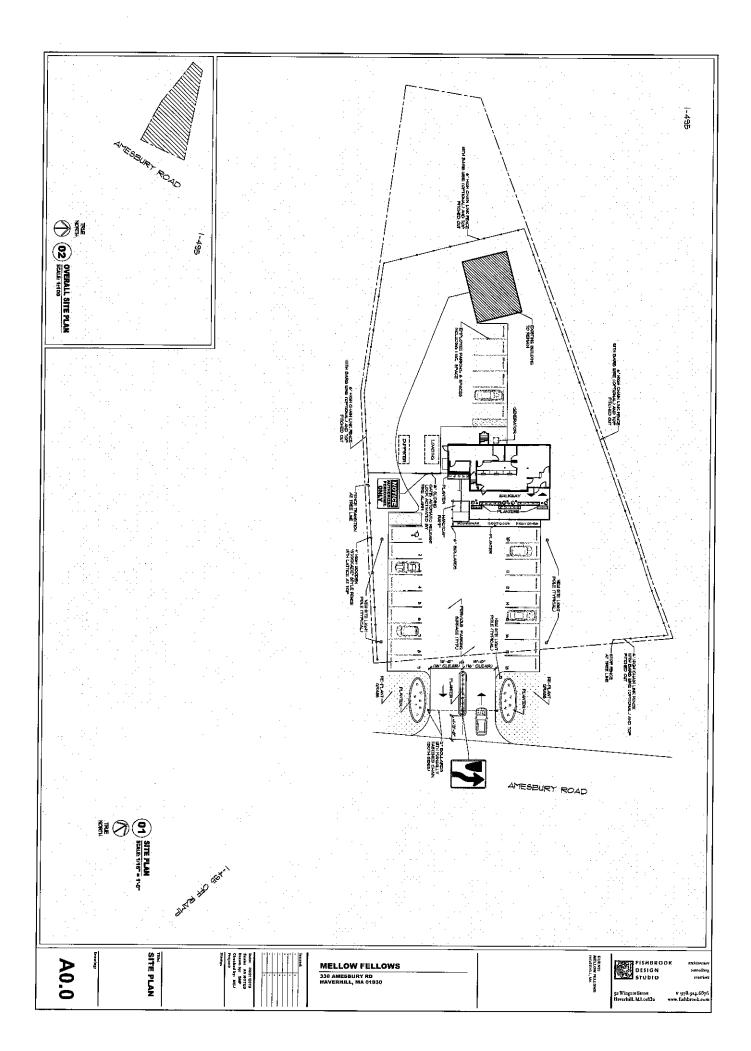
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lot at all likely 0 1 1 2 5 3 4 4 5 6 7 8 9 10 Extremely likel

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### MEMORANDUM

TO: Paul A. Magliocchetti, Esq.

FROM: Mr. F. Giles Ham, P.E. and

Attorney/Partner

Jennifer Conners

Sheehan, Schiavoni, Jutras and

Vanasse & Associates, Inc.

Magliocchetti, LLP 70 Bailey Boulevard Haverhill, MA 01830 35 New England Business Center Drive

Suite 140

Andover, MA 01810

(978) 474-8800

DATE:

April 11, 2019

RE:

8235

**SUBJECT:** 

Transportation Impact Assessment

Proposed Adult-Use Marijuana Dispensary – 330 Amesbury Road (Route 110)

Haverhill, Massachusetts

+4

### INTRODUCTION

Vanasse & Associates, Inc. (VAI) has prepared this Transportation Impact Assessment in order to evaluate the traffic impacts associated with the Proposed Marijuana Dispensary to be located at 330 Amesbury Road (Route 110) in Haverhill, Massachusetts (hereafter referred to as "The Project"). The purpose of this memorandum is to provide an analysis of existing and future traffic conditions, both with and without the project and an analysis of the safety conditions. In addition, this report reviews access requirements, potential off-site improvements, and safety considerations.

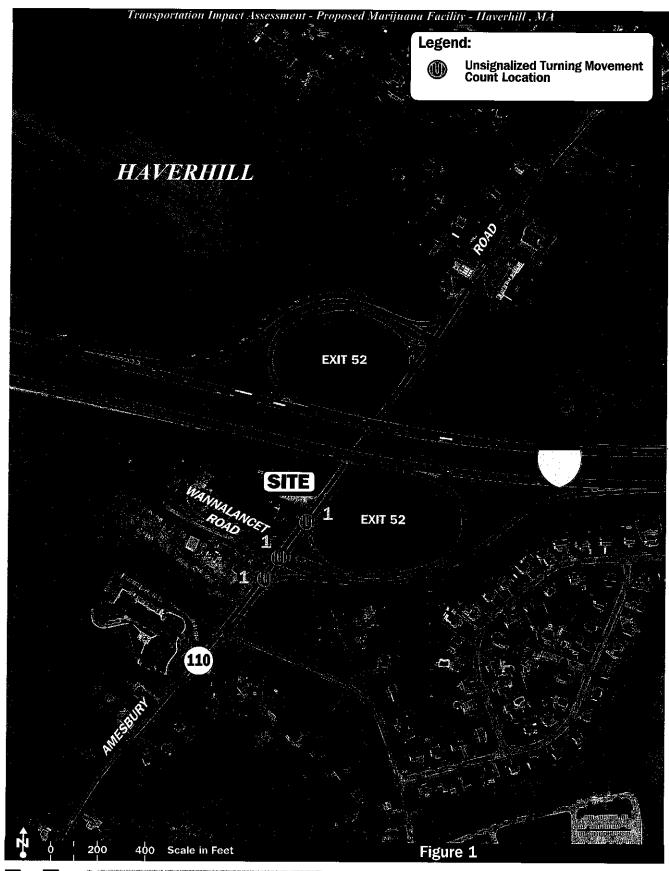
### PROJECT DESCRIPTION

As proposed, the Project will entail the development of 3,800± square foot (sf) Marijuana Facility. The project will provide 16 parking spaces including two (2) handicapped accessible spaces and six (6) designated employee spaces within the development. The site currently consists of a commercial/residential 2,200 ± sf, building within 0.9 acres of land, which will be renovated as a part of the proposed project. Access to the Project is proposed via full access driveway onto Amesbury Road (Route 110). Figure 1 shows the project site location in relation to the local roadway system. *The facility* will be opened Monday through Friday from 10:00 AM to 8:00 PM and Sunday from 11:00 AM to 6:00 PM, by appointment only.

### STUDY METHODOLOGY

This study was prepared in consultation with the City of Haverhill and in accordance with the Massachusetts Department of Transportation (MassDOT) Guidelines for Transportation Impact Assessments (TIAs); and the standards of the Traffic Engineering and Transportation Planning professions for the preparation of such reports; and was conducted in three distinct stages.







**Site Location and Study Area Map** 

The first stage involved an assessment of existing conditions in the study area and included an inventory of roadway geometrics; pedestrian facilities; observations of traffic flow; review of safety characteristics along area roadways; and collection of daily and peak period traffic counts.

In the second stage of the study, future traffic conditions were projected and analyzed. Specific travel demand forecasts for the Project were assessed along with future traffic demands due to expected traffic growth independent of the Project. A seven-year time horizon was selected for analyses consistent with state guidelines for the preparation of TIAs. The traffic analysis conducted in stage two identifies existing or projected future roadway capacity, traffic safety, and site access issues.

The third stage of the study presents and evaluates measures to address traffic and safety issues, if any, identified in stage two of the study.

#### **EXISTING CONDITIONS**

A comprehensive field inventory of existing conditions within the study area was conducted March 2019. The field investigation consisted of an inventory of existing roadway geometrics, pedestrian facilities, traffic volumes, and operating characteristics; as well as posted speed limits and land use information for the major roadways that provide access to the Project including Amesbury Road (Route 110), as well as the intersection which is expected to accommodate the majority of Project-related traffic.

Amesbury Road (Route 110) at I-495 Southbound Ramp

The study area roadways and intersection are shown in Figure 2.

### Geometry

#### Roadways

### Amesbury Road (Route 110)

Amesbury Road (Route 110) is a two-lane, urban minor arterial that is under the jurisdiction of MassDOT and traverses the study area in a general northeast-southwest alignment providing a full access interchange with Interstate 495 (I-495) to the south and north of the Project site (Exit 52). In the vicinity of the Project site, Route 110 provides one (1) ±22-foot wide travel lane in each direction separated by a double-yellow centerline with 1- to 3-foot wide marked shoulders. The posted speed limit along this section of Route 110 is 45 miles per hour (mph) in the vicinity of the Project site and changes to 40 mph to the north, with prevailing travel speeds measured in March 2019 found to be between 44 and 45 mph.<sup>1</sup> Land use in the vicinity of the Project site consists of residential and commercial properties, and areas of open and wooded space.

<sup>&</sup>lt;sup>1</sup>The prevailing travel speed is also known as the 85th percentile vehicle travel speed, or the speed at which 85 percent of the observed vehicles traveled at or below during the observation period.

Lane Use and Travel Lane Width

Automatic Traffic Recorder Count Location

**Unsignalized Intersection** 

9

Legend:

Figure 2

Existing Intersection Lane Use,

**Travel Lane Width** 

Wantasse & Associales, Inc. Transportation Engineers & Planners

Not To Scale

### **EXISTING TRAFFIC VOLUMES**

In order to establish existing traffic-volume demands and flow patterns within the study area, manual turning movement and vehicle classification counts (TMCs) were completed. The TMC's were completed in March 2019 on a weekday from 4:00 to 6:00 PM and on Saturday 11:00 AM to 2:00 PM at the study area intersection.

### **Traffic Volume Adjustments**

In order to determine whether traffic volumes collected in March are representative of average annual conditions, historical traffic data collected by MassDOT were examined. Based on review of seasonal adjustment factors collected by MassDOT, March traffic volumes are approximately 6 percent below average-month conditions. As such, the March raw traffic count data were adjusted upward in order to provide an average month design condition. The 2019 Existing traffic volumes are summarized in Table 1, with the weekday evening and Saturday midday peak-hours traffic volumes graphically depicted on Figure 3.

Table 1 EXISTING ROADWAY TRAFFIC-VOLUME SUMMARY

			ay Afternoo (4:30 – 5:30	on Peak Hour () PM)			ay Midday 2:30 – 13:0	Peak Hour 00 PM)
Location	Daily Volume (vpd) <sup>a</sup>	Volume (vph) b	Percent of Daily Traffic <sup>c</sup>	Predominant Flow	Daily Volume (vpd) <sup>a</sup>	Volume (vph)	Percent of Daily Traffic	Predominant Flow
Amesbury Road (Route 110) north of Site driveway	12,660	1,485	11.7	65%NB	7,350	863	11.7	60%NB

<sup>&</sup>lt;sup>a</sup>Two-way daily traffic expressed in vehicles per day; from ATR Counts March 2019

NB= Northbound.

As can be seen in Table 1, Amesbury Road (Route 110) north of Site driveway, was found to accommodate approximately 12,660 vehicles per day (vpd) with 1,485 vehicles per hour (vph) during the weekday evening peak hour. On a Saturday, this segment was found to accommodate approximately 7,350 vehicles per day, with approximately 863 vph during the Saturday midday peak hour. The predominant flow on Amesbury Road (Route 110) during the weekday evening and Saturday midday is in the northbound direction.

A review of the peak-period traffic counts indicate that the weekday evening peak hour generally occurs between 4:30 and 5:30 PM, with the Saturday midday peak hour generally occurring between 12:00 and 1:00 PM.



<sup>&</sup>lt;sup>b</sup> Manual turning movement counts conducted in March 2019.

The percent of daily traffic that occurs during the peak hour.

2019 Existing Peak Hour Traffic Volumes

Vanasse & Associates Inc.
Transportation Engineers & Planners

### MOTOR VEHICLE CRASH DATA

Motor vehicle crash information for the study area intersection was provided by the MassDOT Safety Management/Traffic Operations Unit for the most recent five-year period available (2012 through 2016) in order to examine motor vehicle crash trends occurring within the study area. The data is summarized by intersection, type, weather condition, lighting condition, pavement condition and severity, and is presented in Table 2.

As summarized in Table 2, the intersection of Amesbury Road (Route 110) at I-495 Southbound Ramp reported a total of 7 motor vehicle collisions over the five-year review period. The majority of collisions at this location were of the rear-end type, with clear weather and a dry pavement. The motor vehicle crash rate for this location fall significantly below the MassDOT's average crash rates for unsignalized intersections in this District (District 4). No fatalities were reported at any of the study area intersections over the five-year period reviewed.



Table 2 MOTOR VEHICLE CRASH DATA SUMMARY

	Amesbury Road (Route 110) at	<u> </u>
Scenario	I-495 Southbound Ramp (Unsignalized)	Amesbury Road (Route 110) at Site Driveway
Year:		
2012	2	0
2013	ĩ	1
2014	1	0
2015	1	0
2016		
Z010 Total	_2	_0
Total	7	• 1
Average <sup>a</sup>	1.4	0.20
Crash Rate <sup>b</sup>	0.23	0.04
Significance <sup>c</sup>	No	No
Туре:		
Angle	1	1
Rear-End	4	0
Head-On	0	ŏ
Sideswipe	ŏ	ő
Fixed Object	1	ő
Other		
Total	$\frac{1}{7}$	_ <u>0</u> 1
Weather Conditions:		
	4	
Clear	4	1
Cloudy/Rain	2	0
Snow/Ice	0	0
Rain	0	0
<u>Unknown</u>	_1	0
Total	7	<u>0</u> 1
Lighting Conditions:		
Daylight	4	1
Dark (lit)	ò	0
Dark (unlit)	2	ő
Unknown	_1	_0
Total	<del>- 1</del> 7	<u> </u>
Pavement Conditions:		
Dry	5	1
Wet		1
	1	0
Unknown/ Other	$\frac{-1}{7}$	<u>0</u>
Total	7	1
Severity:		
Fatal Injury	0	0
No Injury	7	1
<u>Unknown</u>	_0	_0
Total	7	<u></u>



<sup>&</sup>lt;sup>a</sup>Source: MassDOT, 2012 through 2016.
<sup>b</sup>Average crashes over five-year period.
<sup>c</sup>Crash rate per million entering vehicles (mev).
<sup>d</sup>Unsignalized intersections are significant if rate >0.57 crashes per million vehicles

### PEDESTRIAN AND BICYCLE FACILITIES

A comprehensive field inventory of pedestrian and bicycle facilities within the study area was undertaken in March 2019. The field inventory consisted of a review of the location of sidewalks and pedestrian crossing locations along the study roadways and at the study intersection, as well as the location of existing and planned future bicycle facilities. Sidewalks are not provided along Route 110 in the vicinity of the Project site and there are no crosswalks for pedestrians. Formal bicycle facilities were not identified within the immediate study area; however, Route 110 generally provides sufficient width to support bicycle travel in a shared traveled-way condition (i.e., bicyclists and motor vehicles sharing the traveled-way).

### **PUBLIC TRANSPORTATION SERVICES**

Regularly scheduled public transportation services are provided along Route 110 and past the Project site by the Merrimack Valley Regional Transit Authority (MVRTA). The MVRTA operates bus Route 51, Haverhill-Amesbury, which provides service along Route 110 between the Washington Square Transit Center in Haverhill and the Nicholas J. Costello Transportation Center in Amesbury. While not directly accessible to the Project site, the Massachusetts Bay Transportation Authority (MBTA) provides commuter rail service to North Station in Boston on the Haverhill Line from Haverhill Station, which is within a 5-minute walking distance of the Washington Square Transit Center.

### SPOT SPEED MEASUREMENTS

Vehicle travel speed measurements were performed on Amesbury Road (Route 110) in the vicinity of the project site. Table 3 summarizes the vehicle travel speed measurements.

Table 3 VEHICLE TRAVEL SPEED MEASUREMENTS

	Amesbury Road (Route 110) Northbound	Amesbury Road (Route 110) Southbound
Mean Travel Speed (mph)	41	40
85th Percentile Speed (mph)	45	44
Posted Speed Limit (mph)	45	45

mph = miles per hour.

As can be seen in Table 3, the mean (average) vehicle travel speed Amesbury Road (Route 110), in the vicinity of the project site, was found to be approximately 41 mph in the northbound direction and 40 mph in the southbound direction. The measured 85th percentile vehicle travel speed, or the speed at which 85 percent of the observed vehicles traveled at or below the speed limit, and it was found to be approximately 45 mph in the northbound direction and 44 mph the southbound direction.



#### **FUTURE TRAFFIC GROWTH**

Traffic growth on area roadways is a function of the expected land development in the immediate area, as well as the surrounding region. Several methods are used to estimate this growth. A procedure frequently employed estimates an annual percentage increase in traffic growth and applies that percentage to all traffic volumes under study. The drawback to such a procedure is that some turning volumes may actually grow at either a higher or a lower rate at particular intersections.

An alternative procedure identifies the location and type of planned development, estimates the traffic to be generated, and assigns it to the area roadway network. This produces a more realistic estimate of growth for local traffic. However, the drawback of this procedure is that the potential growth in population and development external to the study area would not be accounted for in the traffic projections.

To provide a conservative analysis framework, both procedures were used.

### **General Background Growth**

In order to determine an appropriate growth rate in area traffic, traffic-volume data compiled by MassDOT from permanent count stations and historic traffic counts in the area were reviewed in order to determine general background traffic growth trends. Based on a review of this data and other area traffic studies, it was determined that a 1.0 percent per year compounded annual background traffic growth rate should be used in order to conservatively account for future traffic growth and presently unforeseen development within the study area.

### **Specific Development by Others**

The City of Haverhill Planning and Community Development Departments were contacted in order to determine if there were any projects planned within the study area that would have an impact on future traffic volumes at the study intersection. Based on this discussion, the following projects were identified for inclusion in this assessment:

Proposed Adult-Use Marijuana Dispensary – 399 Amesbury Road (Route 110)- Haverhill, MA The Project will entail the construction of a 6,600± square foot (sf) building to be located at 399 Amesbury Road (Route 110) in Haverhill, Massachusetts, that will be demised to accommodate two (2) uses: a 4,800± sf adult-use marijuana dispensary and a 1,800± retail/commercial tenant. The retail/commercial tenant has not been identified at this time. Traffic increases associated with this project were obtained from the Transportation Impact Assessment Report<sup>2</sup> prepared for this development and have been included in the assessment of future traffic conditions.

No other developments were identified at this time that are expected to result in an increase in traffic within the study area beyond the general background traffic growth rate.

<sup>&</sup>lt;sup>2</sup> Transportation Impact Assessment - Proposed Adult-Use Marijuana Dispensary, VAI, March 4, 2019.



### **Planned Roadway Improvements**

The City of Haverhill and Merrimack Valley Planning Commission were contacted in order to determine if there are any planned roadway improvement projects expected to be completed within the study area. Based on these discussions no improvements are planned beyond general maintenance.

### No-Build Traffic Volumes

The 2026 No-Build peak-hour traffic-volume networks were developed by applying the 1.0 percent per year compounded annual background traffic growth rate plus the identical background developments to the Existing peak-hour traffic volumes. The resulting 2026 No-Build weekday evening and Saturday midday peak hours traffic volume network are shown on Figure 4.

### PROJECT-GENERATED TRAFFIC

### **Proposed Project**

As proposed, the Project will entail the development of 3,800 ± square foot (sf) Marijuana Facility. The facility will be opened Monday through Friday from 10:00 AM to 8:00 PM and Sunday from 11:00 AM to 6:00 PM, by appointment only. The facility is expected to accommodate an average of six (6) patients per 15-minute with a maximum capacity of 240 costumers per day during weekday and Saturday. In addition, the maximum number of employees on site at any given time would be five (5). The projected trip-generation summary is presented in Table 4.

Table 4 TRIP GENERATION SUMMARY<sup>a</sup>

Time Period/ Directional Distribution	Vehicle Trips Proposed Marijuana Dispensary (3,800 sf) <sup>a</sup>
Average Weekday Daily:	520
Weekday Evening Peak Hour:	
Entering	24
Exiting	<u>24</u>
Total	48
Average Saturday Daily:	520
Saturday Midday Peak Hour:	
Entering	24
Exiting	_24
Total	48

<sup>&</sup>lt;sup>a</sup> Based upon Scheduled appointments only.



2026 No-Build Peak Hour Traffic Volumes

Figure 4

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Vanase & Asociates Inc.
Transportation Engineers & Planners

As can be seen in Table 4, the Project is expected to generate approximately 48 new vehicle trips (24 entering and 24 exiting) expected during the weekday evening peak-hour. During the Saturday midday peak hour, the Project is expected to generate approximately 48 new vehicle trips (24 entering and 24 exiting). On a daily basis, the project will generate 520 trips (260 entering and 260 exiting) during weekday and Saturday.

### TRIP DISTRIBUTION AND ASSIGNMENT

The directional distribution of the site-generated trips to and from the proposed development was determined based on a review of existing travel patterns at the study area intersection. The general trip distribution for the Project is summarized in Table 5 and graphically depicted in Figure 5. The weekday evening and Saturday midday peak-hour traffic volumes expected to be generated by the prior project usage and proposed site development were assigned on the study area roadway network as shown on Figure 6.

Table 5 TRIP-DISTRIBUTION SUMMARY

Roadway	Direction (To/From)	Directions (To/From)
Amesbury Road ( Route 110)	North	50%
Amesbury Road (Route 110)	South	30%
-495 Southbound Ramp	East	20%
ΓΟΤΑL		100%

### FUTURE TRAFFIC VOLUMES - BUILD CONDITION

The 2026 Build condition networks consist of the 2026 No-Build traffic volumes with the anticipated sitegenerated traffic added to them. The 2026 Build weekday evening and Saturday midday traffic-volume networks are graphically depicted on Figure 7. A summary of peak-hour projected traffic-volume increases the study intersection that is the subject of this assessment is shown in Table 6.

Table 6 PEAK-HOUR TRAFFIC-VOLUME INCREASES

Location/Peak Hour	2026 No-Build	2026 Build	Traffic Volume Increase Over No-Build	Percent Increase Over No-Build
				_
Amesbury Road (Route 110) North of Site Drive:				
Amesbury Road (Route 110) North of Site Drive: Weekday Evening	1,608	1,632	24	1.5



Transportation Impact Assessment - Proposed Marijuana Facility - Haverhill , MA

**Trip Distribution Map** 

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# Peak Hour Traffic Volumes **Trip Generated**

2026 Build Peak Hour Traffic Volumes

Figure 1

Vanasse & Associates inc.
Transportation Engineers & Planners

As shown in Table 6, Project-related traffic-volume increases external to the study area relative to 2026 No-Build condition are anticipated to range from 1.5 to 2.6 percent during the peak periods.

### SIGHT DISTANCE EVALUATION

Sight distance measurements were performed at the proposed Site driveways onto Route 110 in accordance with MassDOT and American Association of State Highway and Transportation Officials (AASHTO)<sup>3</sup> standards. In brief, stopping sight distance (SSD) is the distance required by a vehicle traveling at the design speed of a roadway, on wet pavement, to stop prior to striking an object in its travel path. In accordance with AASHTO and MassDOT standards, at a minimum, sufficient SSD must be provided at an intersection for safe operation. Table 7 presents the measured sight distances at the proposed site driveways intersection with Amesbury Road (Route 110).

Table 7
SIGHT DISTANCE MEASUREMENTS

_		l Minimum eet) <sup>a</sup>	
Intersection/Sight Distance Site Drive at Amesbury Road ( Route 110)	40 mph	45 mph	Measured (Feet)
Exiting Sight Distance:			
Looking North	305	360	500+
Looking South	305	360	500+

As can be seen in Table 7, the available lines of sight for motorists exiting onto Amesbury Road (Route 110) exceed the recommended minimum sight distance to function in a safe manner. The 85<sup>th</sup> percentile speed of 45 mph in the northbound direction and 44 mph in the southbound direction, were used in calculations. The available lines of sight at the Project site driveway intersection with Route 110 were found to exceed the required minimum distances to function in a safe (SSD) manner based on the appropriate approach speed along both roadways. As shown above, a clear line of sight can be provided from both Project site driveways. It is important to note that the existing vegetation along the site frontage must remain cleared to maintain acceptable sight distances.

<sup>&</sup>lt;sup>3</sup>A Policy on Geometric Design of Highway and Streets, 6th Edition; American Association of State Highway and Transportation Officials (AASHTO); Washington D.C.; 2011.

### TRAFFIC OPERATIONS ANALYSIS

Measuring existing and future traffic volumes quantify traffic flow within the study area. To assess the quality of flow, roadway capacity and vehicle queue analyses were conducted under Existing, No-Build and Build traffic-volume conditions. Capacity analyses provide an indication of how well the roadway facilities serve the traffic demands placed upon them, with vehicle queue analyses providing a secondary measure of the operational characteristics of an intersection or section of roadway under study.

### **METHODOLOGY**

### **Levels of Service**

A primary result of capacity analyses is the assignment of the level of service to traffic facilities under various traffic-flow conditions. The concept of level of service is defined as a qualitative measure describing operational conditions within a traffic stream and their perception by motorists and/or passengers. A level-of-service definition provides an index to the quality of traffic flow in terms of such factors as speed, travel time, freedom to maneuver, traffic interruptions, comfort, convenience, and safety.

Six levels of service are defined for each type of facility. They are given letter designations from A to F, with LOS A representing the best operating conditions and LOS F representing the worst.

Since the level of service of a traffic facility is a function of the traffic flows placed upon it, such a facility may operate at a wide range of levels of service, depending on the time of day, day of week, or period of year.

### **Unsignalized Intersections**

The six levels of service for unsignalized intersections may be described as follows:

- LOS A represents a condition with little or no control delay to minor street traffic.
- LOS B represents a condition with short control delays to minor street traffic.
- LOS C represents a condition with average control delays to minor street traffic.
- LOS D represents a condition with long control delays to minor street traffic.
- LOS E represents operating conditions at or near capacity level, with very long control delays to minor street traffic.
- LOS F represents a condition where minor street demand volume exceeds the capacity of an approach lane, with extreme control delays resulting.

The levels of service of unsignalized intersections are determined by application of a procedure described in the 2000 Highway Capacity Manual.4 Level of service is measured in terms of average control delay. Mathematically, control delay is a function of the capacity and degree of saturation of the lane group and/or approach under study and is a quantification of motorist delay associated with traffic control



<sup>&</sup>lt;sup>4</sup>Highway Capacity Manual, Transportation Research Board; Washington, DC; 2000

devices such as traffic signals and STOP signs. Control delay includes the effects of the initial deceleration delay approaching a STOP sign, stopped delay, queue move-up time, and final acceleration delay from a stopped condition. Definitions for level of service at unsignalized intersections are also given in the 2000 Highway Capacity Manual. Table 8 summarizes the relationship between level of service and average control delay for two-way stop controlled and all-way stop controlled intersections.

Table 8 LEVEL-OF-SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS<sup>2</sup>

	olume-to-Capacity Ratio	— Average Control Delay
v/c ≤ 1.0	v/c > 1.0	(Seconds Per Vehicle)
A	F	≤10.0
В	F	10.1 to 15.0
С	$\overline{\mathbf{F}}$	15.1 to 25.0
D	$\mathbf{F}$	25.1 to 35.0
· E	F	35.1 to 50.0
F	$\mathbf{F}$	>50.0

<sup>&</sup>lt;sup>a</sup>Source: Highway Capacity Manual; Transportation Research Board; Washington, DC; 2010; page 19-2.

### **Analysis Results**

Level-of-service analyses were conducted for Existing, 2026 No-Build, and 2026 Build conditions for the study area intersections. The results of the intersection capacity analysis within the study area are described above, with a tabular summary provided in Table 9 for unsignalized locations.

### **Unsignalized Intersection**

### Amesbury Road (Route 110) at I-495 Southbound Ramp

Under 2019 Existing conditions, the critical movement at this unsignalized intersection (all turns from I-495 SB ramp) were shown to operate at LOS C during the weekday evening and Saturday midday peak hour. Under future conditions, the critical movements at this unsignalized intersection (all turns from I-495 SB ramp) were shown to operate at LOS D during the weekday evening peak hour and at LOS C during the Saturday midday peak hour. There will be no changes on LOS resulting from this project.

### Amesbury Road (Route 110) at Site Driveway

All movements exiting from the Project site driveway were shown to operate at LOS D or better during the weekday evening and at LOS C or better during Saturday midday peak hours with a predicted vehicle queue of up to one (1) vehicle.



UNSIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY Table 9

		2019 E	xisting			2026 No-Build	Build.			2026 Build	bild	
Unsignalized Intersection/Peak Hour	Demanda	Delay	LOS	Queue <sup>d</sup> 95 <sup>th</sup>	Demand	Delay	TOS	Queue 95 <sup>th</sup>	Demand	Delay	TOS	Queue 95 <sup>th</sup>
Amesbury Road (Route 110) at I-495 SB Ramp Weekday Evening:	Ċ	č	ţ	;								
Amesbury Road SB LT	36	21.2	o 4	160 2	233 43	26.6 1.1	Q V	214 3	233 48	27.7	D	222
Saturday Midday: I-495 Ramp WB LT	240	17.7	၁	52	108	163	؛ ر	, 4	801	7 0 21	¢ (	n (
Amesbury Road SB LT	32	1.0	A	2	38	1.1	) <b>V</b>	šω	43	1.2	PΥ	3 6
Amesbury Road (Route 110) at Site Driveway Weekday Evening:												
Site Driveway WB LT RT	Ф	0	0	0	0	0	0	0	24	26.1	_	Ξ
Amesbury Road NB LT Saturday Midday:	0	0	0	0	0	0	0	0	12	0.4	2 <	-
Site Driveway WB LT RT	0	0	0	0	0	0	0	c	24	15.0	ц	v
Amesbury Road NB LT	0	0	0	0	0	0	0	0	12	0.3	4	. I

\*Demand in vehicles per hour.

\*Average control delay per vehicle (in seconds).

\*Level-of-Service.

\*Queue length in feet

NB = northbound; SB = southbound; RT = right-turning movements; TH = through movements; RT = right-turning movements



### **CONCLUSIONS**

VAI has completed a detailed transportation assessment of the potential impacts on the surrounding transportation infrastructure associated with the Marijuana Dispensary to be located at 330 Amesbury Road (Route 110) in Haverhill, Massachusetts. Based on this assessment, we have concluded the following with respect to the Project:

- > The Project is expected to generate is expected to generate approximately 48 new vehicle trips (24 entering and 24 exiting) expected during the weekday evening and approximately 48 new vehicle trips (24 entering and 24 exiting) expected during Saturday midday peak-hour. The Project will be opened Monday through Friday from 10:00 AM to 8:00 PM and Sunday from 11:00 AM to 6:00 PM, by appointment only
- ➤ Project-related traffic-volume increases external to the study area relative to 2026 No-Build condition are anticipated to range from 1.5 to 2.6 percent during the peak periods;
- The Project will not have a significant impact (increase) on motorist delays or vehicle queuing over Existing or anticipated future conditions without the Project (No-Build conditions), with the majority of the movements at the study area intersections shown to operate at LOS D or better under all analysis conditions, where a LOS of "D" or better is considered as "acceptable" traffic operation;
- All movements exiting the Project site driveway intersections with Amesbury Road (Route 110) are predicted to operate at LOS D or better during the weekday evening peak hour and at LOS B or better during the Saturday midday peak hour with the residual vehicle queue predicted to be no more than one (1) vehicle and can be contained within the Project site without impeding access, internal circulation or the movement of vehicles:
- > No apparent safety deficiencies were noted in the immediate proximity of the Project site;
- ➤ Lines of sight to and from the Project site driveway intersections with Route 110 exceed the recommended minimum distances for the intersections to function in a safe manner.

Based on the above, VAI has concluded that the Project can be safely accommodated with implementation of the following recommendations.

### **RECOMMENDATIONS**

A detailed transportation improvement program has been developed that is designed to provide safe and efficient access to the Project site and address any deficiencies identified at off-site locations evaluated in conjunction with this study. The following improvements have been recommended as a part of this evaluation and, where applicable, will be completed in conjunction with the Project subject to receipt of all necessary rights, permits, and approvals.

### **Project Access**

Access to the Project site is and will continue to be provided by way of the driveway that intersects the west side of Amesbury Road (Route 110). The existing access will be reconstructed and narrowed. The following recommendations are offered with respect to the design and operation of the Project:



- > The proposed main access driveway with an 18-foot entrance and an 18-foot exit lane divided by a median, should be placed under STOP-sign (Manual of Uniform Traffic Control Designation R1-1) control, with a painted STOP-bar included;
- > All signs and pavement markings to be installed within the Project site shall conform to the applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD)5;
- > Signs and landscaping to be installed as a part of the Project within the intersection sight triangle area of the Project site driveway should be designed and maintained so as not to restrict lines of sight and;
- A MassDOT access permit will be required to modify the driveway.

With implementation of the above recommendations, safe and efficient access and egress will be provided and the project, as planned, can be accommodated safely with adequate capacity available to accommodate the increase in traffic.

<sup>&</sup>lt;sup>5</sup>Manual on Uniform Traffic Control Devices (MUTCD); Federal Highway Administration; Washington, D.C.; 2009

# PARKING LEASE PROPOSAL

LESSOR:

MRG Family Realty Trust, Matthew R. Goudrealt.

Trustee

LESSEE:

Mellow Fellows LLC

LOCATION:

543 Amesbury Road, Haverhill, MA 01830

PARKING SPACES:

up to 25 Parking Spaces

TERM:

1 year term w/ five 1-year options either party may opt out of a renewal period by giving written notice no later than thirty (30)

days prior to the commencement of the option period.

OCCUPANCY:

6/1/2019

LEASE COMMENCEMENT DATE:

6/1/2019

RENT COMMENCEMENT DATE:

6/1/2019

**EXPIRATION DATE:** 

5/31/2024

USE:

Parking spaces for customers of Mellow Fellows, LLC

Marijuana dispensary located at 330 Amesbury Road

RENT:

\$2500.00 per year, in advance of commencement date.

SECURITY DEPOSIT:

\$1,000.00 Security Deposit

LIABILITY INSURANCE:

LESSEE must carry Comprehensive General

Liability (GL) as follows: \$1,000,000 each occurrence \$2,000,000 general aggregate \$500,000 property damage

Above limits are the minimum as required. Certificates of insurance listing LESSOR as the certificate holder and as an "additional insured" along with MRG Family Realty Trust as

"additional insured".

### ADDITIONAL PROVISIONS:

LESSEE responsible for security of their Spaces and for transportation to and from their store at 330 Amesbury Road. LESSEE has requested potential exclusivity for some goods & services within the building, to be discussed with LESSOR and to be mutually agreed upon between LESSOR & LESSEE.

The terms included herein are legally binding, contingent only upon the Lessee obtaining approvals for their Marijuana dispensary at 333 Amesbury Line Road and the parties executing a Final Lease Agreement under the terms stated herein.

Executed as a sealed instrument this \_\_// day of March, 2019

LESSEE:

Charle

LESSOR:

# E. Philip Brown

88 Standish Road Haverhill, MA 01832

Email: mrbrownhhs@gmail.com Mobile: (978) 387-7877

### Summary of Qualifications

- Excellent verbal and written communication and interpersonal skills.
- Skilled in providing opinions on academic issues to the faculty committee.
- Sound understanding and knowledge of Social Studies and History.
- Full command on contemporary teaching methods and classroom aids.
- Remarkable organizational and teaching skills.
- Commendable time management ability, especially during productive hours.
- Ability to teach and instruct students in taking up live projects.
- In depth knowledge of coordinating courseware and curriculum with academic standards.
- Exceptionally adroit in developing and managing syllabus materials.
- Hands on experience in facilitating class instruction and evaluating student performance.
- Exceptional knowledge of designing curriculum and instruction.
- Competent in basic and advanced PC and Software operations including: MS Office suite, Windows and the Internet.

### **Professional Experience**

### Massachusetts Dept. of Revenue, Chelsea, MA Seasonal Tax Examiner

January 2019 to present

- Respond to taxpayer telephone inquiries received on DOR's tax hotlines
- Perform computer research by accessing taxpayers' account information and complete all casework/paperwork in accordance with Departmental policy.
- Gather information by examining records/documents and through tactful questioning of individuals.
- Exercise sound judgment and discretion in handling confidential information.
- Adhere to the agency's Code of Conduct regarding personal income tax filing and the confidentiality of taxpayer information.

# Stripers Waterside Restaurant - Kennebunkport, ME Bartender and Server

July 2018 to October 2018

- Served each guest courteously, quickly and efficiently.
- Closed out cash register and prepared cashier report.
- Processed orders on a computerized Point of Sale system.
   Handled money, balanced tills, processed credit card payment batches and prepare
- bank deposits.
- Carefully followed safety and sanitation policies handling food and beverages.

# H&R Block Inc - Haverhill, MA

January 2018 to April 2018

### Tax Preparer

- Reviewed available data and compared against tax code to determine exemptions,
- deductions, and potential liabilities.
- Interviewed clients to collect information and gather necessary paperwork.
   Prepared tax returns according to government guidelines.

# E. Philip Brown, pg. 2

# University of Phoenix / Online, Phoenix, AZ Part-time Faculty / Certified Advanced Facilitator

1998 - 2017

- Assess students' knowledgebase, identify their learning goals and develop lessons to meet the same
- Implement lessons efficiently while maintaining discipline in the classroom
- Develop and implement effective teaching strategies that inculcate technology into lessons to make them more
- interesting and useful
- Organize, prepare and revise course materials on Information Technology, Marketing and General Studies
- Ensure content level of course materials in exams has been covered in class; These including other duties

### SBC COMMUNICATIONS, Waltham, MA.

2003 - 2005

### Technical Sales Executive

- Used technical consulting/problem solving approach to focus on decreasing machine down time and associated costs
- Design, configure and price Voice, Data and Internet services, provide Account Managers pre- / post-sales support and address technical questions directly from clients.
- Rapidly became subject-matter expert on VOIP Hosted IP Communications Service.
- Active participant in pricing, proposal and implementation of new NVPN service; these including other duties.

# QWEST COMMUNICATIONS INTERNATIONAL, INC., Wakefield, MA. 2001 – 2003 Sales Engineer III

- Provided Regional Carrier Sales Managers pre- and post-sales support for this broadband wireless service provider.
- Participated in customer sales calls to address technical questions with detailed responses to potential and current client concerns; these including other duties

# ADVANCED RADIO TELECOM, Burlington, MA.

2000

### Sales Engineer

- Provided Regional Carrier Sales Managers pre- and post-sales support for this broadband wireless service provider.
- Participated in customer sales calls to address technical questions with detailed responses to potential and current client concerns; these including other duties

# 2ND CENTURY, Chelmsford, MA

2000

### Sales Engineer

- Rendered sales, operations, installation, maintenance and engineering support for channel partners of this local LAN/WAN Service Company.
- Provided ongoing service support for network infrastructure within Boston market; these including other duties.

# E. Philip Brown, pg. 3

### INTERMEDIA, Chelmsford, MA.

1999 - 2000

### Sales Engineer III

- Assisted with design and configuration of voice and Internet services.
- Provided Account Managers pre-sales support and critical technical information required to complete the order process.
- Convinced clients that a product or service will best satisfy their needs; these including other duties.
- Front-line customer service

### AT&T CORPORATION, Boston, MA.

1985 - 1999

• Quickly transcended front-line customer service, complex Major Accounts service order processing and peer training assignments to advance rapidly through technical support and account executive roles to final assignment supervising a diverse group of Global Services Managers.

#### Education

Master of Arts in Public History, American Public University (2015) Master of Science, Lesley University (1989) Bachelor of Arts in Political Science, University of Massachusetts (1983)

### Certifications

ServSafe certification: Food Handling

• ServSafe certification: Alcohol

• TIPS Certification

### Charles Emery

29 Newton Ave Haverhill, MA 01830

Email: <a href="mailto:emerycf@gmail.com">emerycf@gmail.com</a> Mobile: (978) 758-7342

### Summary of Qualifications

Experienced professional seeking to secure a challenging position utilizing my strong abilities and organizational skills in Sales, Sales Management, Training, Facilitation, Leadership, Coaching and Development

- Over 14 years experience in interviewing, training, facilitation, mentoring, coaching and development of media consultants, managers and senior leaders in the print and digital advertising industry
- 9 years experience in sales leadership positions building and leading high performance teams in managing \$8M in annual revenues while identifying and grooming employees for leadership positions
- Over 5 years experience in print and digital media sales with up to \$1M in annual sales
- Implementation and execution of corporate leadership initiatives, policies, directives, sales campaigns and field-testing new marketing and sales processes with the entire sales force

### Achievements, Honors & Awards

- Featured in LPGas Magazine's article "Training Day" in the October 2013 issue highlighting training workshops facilitated on behalf of the Propane Education & Research Council
- Recognized as top performing Field Sales Trainer in the Supermedia's Training on Track Newsletter (2011)
- Appointed as one of 15 nationwide Sales Management Trainers (2008)
- Sales Training and Support Award of Excellence New England Region (2007)
- Verizon Training and Development Specialist Certification (2003)
- Leadership Club Award Winner (1997 and 1998)
- District Sales Manager Certification (1996)
- Jump Start Sales Award Winner (1995)
- Achieved a 49.5% year to date net gain media sales growth performance in 1989

### Certifications and Skills

- Developmental Dimensions International (DDI) Certified Facilitator
- Situational Leadership II (Ken Blanchard Companies)
- Experience in search engine marketing, optimization, mobile and social media
- Salesforce.com CRM experience
- Proficient with the Microsoft Office suite of products: Word, PowerPoint and Excel

# Professional Experience

# Sales Transformation Now, Suwanee, GA (July 2012 to present) Sales Trainer

- Conduct technology and sales training on behalf of the Propane Education and Research Council, state
  associations, marketers and equipment manufacturers in the alternative propane fuel industry. Sessions
  educate industry members on new technologies and sales strategies necessary to increase market adoption,
  penetration and share in the residential, automotive, commercial mower and stand-by generator segments
- Professional sales call process and technology training supported by field coaching
- · Partner with clients in various industries such as print and digital media, POS solutions and alternative fuels
- Implement and execute business and sales strategies, training and field coaching to assist clients in retaining and growing print media and gaining market share in the digital space

# Charles Emery Resume, pg. 2

## Supermedia LLC/Verizon Communications (1986 - 2012) Sales Management Trainer/Senior Sales Trainer, Middleton, MA, 2006 - 2012

- Trained over 400 media consultants and sales managers in New England, New York and New Jersey
- Partnered with leadership in designing and delivering training solutions tailored the needs of the business
- Designed, planned and launched client facing search engine marketing and optimization seminars in select markets throughout New England

### New England Training Manager, Middleton, MA, (2000 - 2005)

- Delivered new hire classroom and field sales training focused on needs based solution selling, print and online media products and sales support systems
- Successfully completed training and certification of 400 media consultants
- Provided advanced field sales training for 210 veteran media consultants in twelve New England offices
- Designed and presented sessions focused on sales skills and new products. Areas of expertise included the learning platform needs based solution selling process, Superpages print, online and specialty products
- Field demonstration and coaching of media consultants and district sales managers

# Supermedia LLC/Verizon Communications: District Sales Manager Middleton, Massachusetts 1990 – 1999

- Accountable for retaining and growing eight million dollars in advertising revenues
- Recruited, hired, trained, coached, developed and managed a team of ten media consultants
- Multiple team members groomed and promoted into district sales management positions
- Coached media consultants on sales call process, products and technical support systems

# District Sales Manager, Client Acquisition Project, Middleton, Massachusetts, 1996

- Successfully lead a client acquisition project exceeding stated company goals and objectives
- Recruited, hired, trained, coached and developed sixteen media consultants and two administrative staff
- Conducted daily coaching on sales call process, technical support systems and media products
- Fostered an environment of open communication and teamwork

# Directory Sales Representative, Lynn, Massachusetts, 1986 – 1990

- NYNEX Yellow Pages directory advertising sales targeting small and mid-size business (SMB) clients
- Accountable for retaining and growing a client base representing \$800,000 in annual advertising revenues
- Partnered with clients in delivering needs based print media plans to fulfill their business goals

### Education

CSS Business Administration and Management, Harvard University Extension School (1996) Bachelor of Arts Degree in Psychology, University of Lowell (1981)

### **Timothy Riley**

70 Washington St. Unit 506 Haverhill, Ma. 01832 781-864-4672 tpriley23@comcast.net

Career Objective:

Secure a challenging position where my experience in customer service can be utilized, good interpersonal skills and a customer focused team player with a positive attitude.

### Experience:

Jan 2016-March 2018

### Pentucket Bank, Haverhill MA General Services Manager

- Perform, oversee and back up for all tasks related to General Services Department including courier/mail services, supply and inventory control, and retention programs. Management of daily maintenance and repairs of all facilities, administrative functions for elated software programs, budget/expense control and oversight of service provides. Responsibilities include effective communications with staff and vendors representing Pentucket Bank in a positive and professional manner.
- Managed all service providers while on site as necessary, keep appropriate staff informed of their arrival, and scope of work being performed.
- Oversee Janitorial service providers to ensure satisfactory level of service.
- Oversee courier services including scheduling of deliveries and bank vehicle maintenance
- Manage the bank's retention policy and retention schedule to ensure continued regulatory compliance and revise as the documentation for products/services change.
- Support of marketing and departments upon request for bank sponsored events.
- Supervise the scanning and image processing completed in general services to ensure accurate, timely completion including adherence to the Bank's Retention Schedule.
- Support Facilities Project Manager as needed with the oversight of construction projects including meetings, updating timeline and tracking of budget and expenses.
- Backup for purchasing inventory; and administrator for purchasing sites to allow the appropriate staff access.
- Utilize the work order system to track requested/assigned asks and back up administrator for work or programs.
- Management budget planning; oversee vendor/service provider contracts and obtain competitive bids as required.
- Oversight of General Services Task list
- Responsible for the management of General Service's staff including goal setting, scheduling of assignments and appropriate trainings and annual reviews.

March 2008-Jan 2016

Synta Pharmaceuticals, Lexington MA Facilities Maintenance & Project Lead (March 2012-Present ) Senior Facilities Assistant (March 2008-March 2012)

- Coordinate preventive maintenance, repairs, trouble shooting on equipment including air handlers, exhaust fans, A/C units (rooftop/package units), chillers, boilers, pumps, piping systems, steam systems, chilled water system, reheat water, compressed air systems, vacuum system, fire detection and suppressions systems, purified water systems, plumbing systems, and neutralization systems.
- Develop and implement appropriate procedures to ensure high reliability for Site Mechanical systems. Develop and maintain assigned Standard Operating Procedures (SOP) and Preventative Maintenance Procedures (PMP) and documentation.
- Support, develop and utilize the work order system, repairs, PMP's and inventory control.
   Maintain critical spare parts inventory for functional area systems and equipment
- Ensure operational compliance within the areas of GLP, EHS, SOX, and company policies and procedures.
- Support projects; represent functional area on project teams as required. Review drawings specifications and provide design compliance with deliverables, scope of work, contract drawings, codes and standards.
- Lab support including glass washing, autoclave, inventory control, biohazard waste, and inventory control
- Provide off-hour emergency response. Member of Site Emergency Response Team
- Rotating o-call 24/7 service.

December 2002-March 2008

### Emerson & Cuming, Billerica, MA

# Senior Facilities Coordinator - Responsible for overseeing outside contractors, building maintenance, shipping, receiving (international and domestic).

- Ordering office and coffee supplies, mail sorting, conference room set-up, assemble audio visual
  equipment, assist with movies, relocate telephone sets as needed, re-set voice mail boxes, provide
  escort vendors, maintaining building climate by troubleshooting heating, ventilation, and air
  conditioning equipment.
- Provide emergency backup for alarm system. Maintaining equipment for IT Dept.
- Member of safety committee and hazardous waste team.

October 2001 - November 2002

### Diverse Designs, Haverhill, MA Supervisor

- Supervise and monitor crew of busy landscaping company. Main focus of company is indoor and outdoor beautification projects.
- Purchasing supplies and marketing products.

February 2001- October 2002

### ERS Technologies, Windham, NH Sales Representative

Retain and expand customer base in the New England area.

- Identify new accounts, assess customer needs, provide solutions, and close deals during customer demonstrations.
- Achieved 120 % as stated sales quota.

May 2000-November 2000

### Mike Ford Food Products, Methuen, MA Sales and Training

- Responsible for new hire training and sales territory development.
- Accountable for all inventory control and distribution functions.

June 1985- April 2000

### Riley's Corner, Haverhill, MA Owner/Manager

- Complete responsibility for implementing and executing a successful business plan with yearly sales revenue 1.2 M.
- Accounting and bookkeeping responsibilities.
- Responsible for beer and malt license (held for 15 years).
- Lottery license (held for 15 years) and Western Union license(held for 2 years)

### Education

Northern Essex Community College, Haverhill, MA. Associate Degree in Business

Merrimack College - Working on BA in Business

### **Additional Information:**

Lenox School of Heating and Air Conditioning, Hazmat, DOT, IATA training Waste Treatment, Equipment Maintenance, Facilities Coordination, Surveillance Skills, Safety Management Awards

Received the Galactic Halo award three years in a row.

# Fourth pot shop proposed in Haverhill

- By Kiera Blessing kblessing@eagletribune.com
- Mar 25, 2019

FILE - In this July 12, 2018, file photo, newly transplanted cannabis cuttings grow in soilless media in pots at Sira Naturals medical marijuana cultivation facility, in Milford, Mass. Sira was awarded the state's a provisional license to grow cannabis for recreational sales, but the license doesn't allow Sira to sell recreational marijuana at any of its dispensaries. State regulators meet Thursday, July 26, 2018, to consider licenses for several retail pot stores. With none expected to open immediately, there is still no place in Massachusetts to legally buy recreational marijuana. (AP Photo/Steven Senne, File)

#### Steven Senne

HAVERHILL — A fourth pot shop has been proposed at 330 Amesbury Road, the site of the former Seafood Etc. restaurant.

On Thursday, April 4, the owners of Mellow Fellows LLC will hold a community outreach meeting regarding the proposed store.

According to state records, Mellow Fellows is registered to Edward Philip Brown, Timothy Riley and Charles Emery, three longtime Haverhill residents. Riley and Emery are relatives and business associates of City Councilor Michael McGonagle.

"I believe this is exactly the type of business that a community like Haverhill should want," said Paul Magliocchetti, the attorney representing the company. "(They're) three Haverhill guys born and raised in the city. They live here. Their parents, their grandparents lived here. Their children grew up here. They care about the city. They're going to do this the right way."

The proposed business would be an approximately 1,200-square-foot retail store selling marijuana flower, oil, liquids and edibles, Magliocchetti said. The owners would lease the space in the former restaurant building.

Speaking through spokesman Shawn Regan, Mayor James Fiorentini said he is open to granting Mellow Fellows a host community agreement, though the company has not formally signed a contract yet.

"He's waiting until after the community meeting and also for them to submit their (traffic study)," Regan said.

The host community agreement is a crucial part of any marijuana retailer's establishment process. It is an agreement between the city and the proprietor that lays out what the business will offer the city in exchange for being allowed to operate in Haverhill. It is also a critical component of the application process to obtain a license from the state's Cannabis Control Commission.

Three other companies already have negotiated and signed agreements with the city: Haverhill Stem Inc., CNA Stores Inc. and Full Harvest Moonz Inc.

Those agreements stipulate an annual fee of 3 percent of gross income to be paid to the city, plus an additional \$25,000 to be donated to charity, for a period of five years. The city will also be entitled to charge 3 percent local sales tax on all marijuana sales.

Regan said that while more companies have expressed interest in locating in Haverhill, none are as close to signing a new agreement as Mellow Fellows.

Magliocchetti said he, Brown, Riley and Emery met with Fiorentini's marijuana advisory panel for two hours recently, during which members of the panel "appeared to be very engaged" and "optimistic." Both parties are waiting on a traffic study before finalizing the agreement, which Magliocchetti said should be finished "shortly."

The attorney and School Committee member also indicated that Brown, Riley and Emery may be eligible to become economic empowerment applicants, which would give their state-level application priority status. Caroline Pineau, owner of Haverhill Stem, is already a designated economic empowerment applicant.

Riley also has experience as a technician in the pharmaceutical field, Magliocchetti said, and formerly owned and operated Riley's Corner, a liquor store.

"He never had any problems or incidents with either the License Commission or the Police Department, so they know how to run this kind of business in the Haverhill community," Magliocchetti said.

The community meeting will be held at 7 p.m., April 4, at the UMass Lowell iHub, 2 Merrimack St.

## Mellow Fellows, LLC 88 Standish Road Haverhill, MA 01832

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

May 23, 2019

**RE:** Mellow Fellows, LLC

Odor Mitigation Plan for 330 Amesbury Road, Haverhill

Dear President Michitson:

Mellow Fellows, LLC shall require that products coming into the Mellow Fellows facility located at 330 Amesbury Road arrive prepackaged for sale from our wholesaler. These products will be hermetically sealed which will prevent any odor from escaping the packaging.

Mellow Fellows will also install charcoal filters throughout the building to mitigate any residual odor that may be noticeable. To insure that the air filtration system meets local and state standards Mellow Fellows shall contract with licensed professionals to design and install the system.

This Protocol creates an odor free air quality environment.

**Timothy Riley**Timothy Riley, Manager
Mellow Fellows, LLC



June 21, 2019

MAX-2019073.00

Mr. John Pettis III, P.E. City of Haverhill – Engineering Department 4 Summer Street Haverhill, MA 01830

SUBJECT: 330 Amesbury Road (Route 110) - Traffic Peer Review

#### Dear Mr. Pettis:

Greenman-Pedersen, Inc. (GPI) has performed a review of the transportation impacts associated with a proposed marijuana dispensary (herein referred to as the "Project") to be located at #330 Amesbury Road (Route 110) in Haverhill, Massachusetts. The site currently contains a 2,200 square foot (SF) commercial/residential building consisting of former Seafood Etc. restaurant and a gravel parking lot. Access is provided via a single ±30-foot wide driveway on the westerly side of Amesbury Road. This review focuses specifically on the *Transportation Impact Assessment* (TIA) prepared by Vanasse & Associates, Inc. (VAI). The following documents were received for our review:

Transportation Impact Assessment – Proposed Adult-Use Marijuana Dispensary – 330
 Amesbury Road (Route 110); Haverhill, Massachusetts; April 11, 2019; Prepared by Vanasse &
 Associates, Inc.

Based on the TIA submitted, the Project consists of constructing a 3,800 square foot (SF) adult-use marijuana dispensary with a total of 16 parking spaces. Access will continue to be provided via the existing site driveway.

Overall GPI finds the material submitted within the traffic study to be prepared in a manner consistent with transportation local requirements and industry standards, with the exception of the following comments.

#### **General Comments**

- 1. Amesbury Road (Route 110) along the site frontage is under the jurisdiction of the Massachusetts Department of Transportation (MassDOT). Therefore, a Permit to Access State Highway will be required from MassDOT for work within the state highway layout (SHLO) for the alterations to the driveway.
- 2. The TIA indicates that the proposed marijuana dispensary will be open Monday through Friday from 10:00 AM to 8:00 PM, and on Sunday from 11:00 AM to 6:00 PM by appointment only. The TIA does not indicate whether the facility will be open for operation on Saturday.
- 3. The study area for the TIA included the intersections of Amesbury Road with the site driveway and with the I-495 Southbound Ramp. GPI concurs that this study area is appropriate for the scope and scale of the proposed development.

#### **Traffic Volumes**

4. The TIA included an analysis of traffic volumes during the weekday PM (4:00 to 6:00 PM) and Saturday midday (11:00 AM to 2:00 PM) peak hours. GPI concurs that these time periods represent the critical hours of operation for both the proposed facility and adjacent street traffic.

Mr. John Pettis III, P.E. June 21, 2019 Page 2

- 5. Traffic volumes were collected at the study area intersections in March 2019 and adjusted by 6 percent to represent average-month conditions in accordance with MassDOT standards. GPI concurs with the methodology used to adjust traffic volumes to average-month conditions.
- 6. Existing traffic volumes were projected to a seven-year design horizon utilizing a 1.0 percent annual growth rate. Although no data is provided to support the calculation of this growth rate, GPI concurs that this rate is consistent with historic traffic growth trends in the area and other studies recently prepared for projects in this area.
- 7. VAI included traffic to be generated by the proposed marijuana dispensary at 399 Amesbury Road within the projection of future year No-Build and Build traffic volumes based on the *Traffic Impact Assessment*<sup>1</sup> prepared for this project. GPI recently conducted a peer review of the TIA prepared for 399 Amesbury Road and provided several comments suggesting that the trips to be generated by this facility may have been significantly under-estimated in this study. The Applicant should review those comments and update the No-Build and Build traffic-volume projections accordingly.

## **Trip Generation**

- 8. The TIA indicates that the proposed facility will be open Monday through Friday from 10:00 AM to 8:00 PM and Sunday from 11:00 AM to 6:00 PM by appointment only. The facility is expected to accommodate six patrons per 15-minute appointment block, resulting in a maximum of 24 patrons per hour and 240 patrons per day. In addition, a maximum of five employees would be on the site at any time. Based on this schedule, VAI has estimated that the facility will generate 48 new vehicle trips (24 entering and 24 exiting) during the weekday PM and Saturday midday peak hours, and 520 new vehicle trips on a daily basis.
- 9. While the facility may operate by appointment only at initial opening as a means of controlling traffic and parking, this operation may change in the future to allow walk-in service. Therefore, GPI recommends the Applicant estimate the potential trips generated by the proposed facility based on a walk-in service option.
- 10. The Institute of Transportation Engineers (ITE) publication *Trip Generation*, 10<sup>th</sup> Edition contains trip rates for Land Use Code (LUC) 882 (Marijuana Dispensary). Based on ITE trip rates, the proposed facility may generate as much as 83 vehicle trips during the weekday PM peak hour and 138 vehicle trips during the Saturday midday peak hour.
- 11. GPI recently collected empirical trip generation counts at the Patriot Care marijuana dispensary on Industrial Avenue in Lowell, MA during the weekday PM (4:00 PM 6:00 PM) and Saturday midday (11:00 AM 1:00 PM) peak periods as part of a follow-up study requested by the City of Lowell. This 5,800 SF facility generated 79 vehicle trips during the weekday AM peak hour and 102 vehicle trips during the Saturday midday peak hour. Apply a ratio of the square footage of the proposed 3,800 SF facility to the 5,800 SF Lowell facility results in a potential trip generation of 52 trips during the weekday PM peak hour and 67 trips during the Saturday midday peak hour.

<sup>&</sup>lt;sup>1</sup> Transportation Impact Assessment – Proposed Adult-Use Marijuana Dispensary – 399 Amesbury Road; Vanasse & Associates, Inc.; March 4, 2019.

Table 1 – Trip Generation Comparison

Time Period	Applicant's Trip Generation Estimate	Trips Based on ITE Average Trip Rates	Trips Based on Lowell Empirical Rates
Weekday Daily	520	960	
Weekday PM Peak Hour			
Enter	24	42	27
<u>Exit</u>	<u>24</u> 48	<u>41</u>	<u>25</u>
Total	48	83	52
Saturday Daily	520	986	
Saturday Midday Peak Hour			
Enter	24	69	38
Exit	<u>24</u> 48	<u>69</u>	29
Total	48	138	<u>29</u> 67

12. Although the Seafood Etc. restaurant is currently closed, it was recently operational and generating traffic. The Applicant has not applied any credit for the trips previously generated by the former Seafood Etc. restaurant. Therefore, the TIA provides a conservative (worse case) evaluation of the potential traffic impacts associated with the proposed development.

#### **Parking Supply**

13. A total of 16 parking spaces are proposed on the site to accommodate the marijuana dispensary, two (2) of which will be handicap accessible spaces. Section 255-55.1 of the City of Haverhill Zoning Regulations provides parking requirements for various land uses. The regulations do not provide parking requirements specific to a marijuana dispensary, but the most similar land use is retail, which requires one parking space per 200 SF of gross floor area. Therefore, based on zoning, the Project would require a total of 19 parking spaces to meet zoning regulations. The available parking supply does not meet the zoning regulations.

The ITE publication *Parking Generation*, 5<sup>th</sup> *Edition* also provides parking demand generation rates for various land uses, including LUC 882 (Marijuana Dispensary). Based on ITE, marijuana dispensaries experience an average peak parking demand of 7.19 spaces per 1,000 SF of floor area. Therefore, the 3,800 SF marijuana dispensary would generate a peak parking demand of 27 parking spaces. Therefore, the 16 proposed parking spaces may not be adequate to accommodate the peak parking demand generated by the facility.

14. The Applicant has proposed to operate the facility on an appointment-only basis as a means of managing traffic and parking. A total of 16 parking spaces will be provided on the site, of which two (2) will be designated for handicap parking only and six (6) spaces will be designated for employee parking, leaving eight (8) spaces available for patron parking. The TIA indicates that the proposed facility can accommodate up to six (6) patrons per appointment window, which will each by 15-minutes long. There is likely to be some overlap of patrons on the site between appointment blocks where patrons may arrive before their scheduled time while other patrons, particularly new patrons, take longer than 15 minutes to make their selection and purchase their products. Therefore, eight (8) patron parking spaces may not be adequate to accommodate the demand generated by patron vehicles.

Mr. John Pettis III, P.E. June 21, 2019 Page 4

#### **Capacity and Queue Analysis**

15. The results of the capacity and queue analysis indicate that all movements at the study area intersections are anticipated to operate at level of service (LOS) D or better under all analysis conditions with queues not exceeding eight vehicles on the I-495 Off-Ramp or a single vehicle exiting the site driveway. The additional traffic generated by the proposed marijuana dispensary is not expected to increase delay on any movement at the Amesbury Road / I-495 SB Ramps intersection by more than one second per vehicle or increase queues by more than one vehicle. No project-specific mitigation is warranted to mitigate the impacts to traffic operations on the adjacent roadway as a result of this project.

#### Site Access

- 16. GPI has reviewed the calculations for the required stopping sight distance (SSD) and intersection sight distance (ISD) at the proposed site driveway and concurs with the calculated required distances. GPI has also reviewed the available sight lines and concurs that the available sight lines meet or exceed AASHTO's recommendations for minimum SSD and desirable ISD.
- 17. As approximately 50 percent of the site-generated trips are anticipated to arrive at the site via Amesbury Road to the south, GPI recommends that Applicant assess whether a left-turn treatment is warranted at the site driveway on Amesbury Road.

#### Traffic Control Plan

18. GPI recommends that a traffic and parking management plan should be developed in consultation with the Haverhill Police Department to manage traffic on-site during the initial opening period. Although the facility is planned to be open by appointment only, patrons may travel to the site unknowingly and park in spaces on-site attempting to make an unscheduled visit or schedule an appointment at the time of arrival. Parking attendants should be provided on-site to direct patrons on where to park and verify that patrons have a scheduled appointment. To address parking demand, patrons arriving too early for their appointment may be requested to leave and return at a later time. A police detail may also be required for the initial opening period to assist in managing traffic.

Should you have any questions, or require additional information, please contact me directly at (978) 570-2946.

Sincerely.

GREENMAN-PEDERSEN, INC.

Rebecca L. Brown, P.E., PTOE

Senior Project Manager

enclosure(s)

cc: F. Giles Ham, P.E. - Vanasse & Associates. Inc.

#### Institute of Transportation Engineers (ITE)

## Land Use Code (LUC) 882 - Marijuana Dispensary

#### General Urban/Suburban

Average Vehicle Trips Ends vs:

1,000 Sq. Ft. Gross Floor Area

Independent Variable (X):

3.800

#### AVERAGE WEEKDAY DAILY

T = 252.70 \* (X)

T = 252.70 \* 3.800

T = 960.26

T = 960 vehicle trips

with 50% (480 vpd) entering and 50% (480 vpd) exiting.

#### WEEKDAY MORNING PEAK HOUR OF ADJACENT STREET TRAFFIC

T = 10.44 \* (X)

T = 10.44 \* 3.800

T = 39.67

T = 40 vehicle trips

with 56% ( 22 vph) entering and 44% ( 18 vph) exiting.

#### WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

T = 21.83 \* (X)

T = 21.83 \* 3.800

T = 82.95

T = 83 vehicle trips

with 50% (42 vph) entering and 50% (41 vph) exiting.

#### SATURDAY DAILY

T = 259.31 \* (X)

T = 259.31 \* 3.800

T = 985.38

T = 986 vehicle trips

with 50% ( 493 vpd) entering and 50% ( 493 vpd) exiting.

#### SATURDAY PEAK HOUR OF GENERATOR

T = 36.43 \* (X)

T = 36.43 \* 3.800

T = 138.43

T = 138 vehicle trips

\*with 50% (69 vph) entering and 50% (69 vph) exiting.

\*(same distribution split as the Weekday Evening peak hour of adjacent street traffic)

## Land Use: 882 Marijuana Dispensary

#### Description

A marijuana dispensary is a standalone facility where cannabis is sold to patients or consumers in a legal manner.

#### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at four study sites in a general urban/suburban setting.

Hour Beginning	Percent of Weekday Peak Parking Demand
12:00–4:00 a.m.	
5:00 a.m.	_
6:00 a.m.	2
7:00 a.m.	8
8:00 a.m.	35
9:00 a.m.	47
10:00 a.m.	67
11:00 a.m.	82
12:00 p.m.	88
1:00 p.m.	90
2:00 p.m.	100
3:00 p.m.	80
4:00 p.m.	88
5:00 p.m.	84
6:00 p.m.	86
7:00 p.m.	35
8:00 p.m.	4
9:00 p.m.	2
10:00 p.m.	_
11:00 p.m.	

#### **Additional Data**

The sites were surveyed in the 2010s in Colorado.

#### **Source Number**

555

# Marijuana Dispensary (882)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

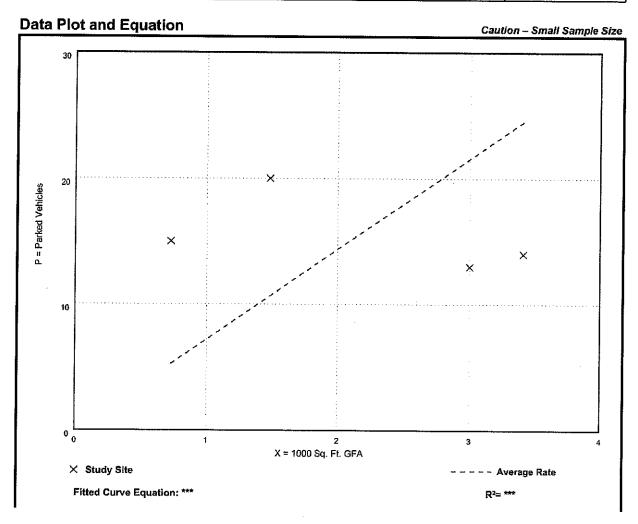
Setting/Location: General Urban/Suburban

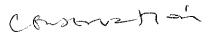
Peak Period of Parking Demand: 12:00 - 6:00 p.m.

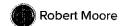
Number of Studies: 4 Avg. 1000 Sq. Ft. GFA: 2.2

## Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
. 7.19	4.10 - 20.60	4.25 / 20.60	***	6.18 ( 86% )









#### Robert Moore 🛇

Remove Comment • May 23rd 2019, 9:46am

Storm Water Permit not required; disturbance less than 1 acre.

This step was assigned to Robert Moore . May 22, 2019 at 8:53am Robert Moore approved this step . May 23, 2019 at 9:46am

Water / Wastewasha

்ச) Carrie Prescott

Carrie Prescott 2

Remove Comment • May 23rd 2019, 2:21pm

What are the plans for sewer? Are you using existing septic tanks?

РМ

Paul Magliocchetti

Remove Comment • May 23rd 2019, 2:32pm

Yes.

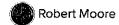
Carrie Prescott 🛇

Remove Comment • May 23rd 2019, 2:38pm

At this time the Wastewater Department has no comments. Applicant is using existing septic system. No proposed connections to the City sewer. The Wastewater Department reserves the right to provide additional comments once a site plan is submitted.

This step was assigned to Carrie Prescott . May 22, 2019 at 8:53am Carrie Prescott approved this step . May 23, 2019 at 2:38pm  $\,$ 

onservation





#### Robert Moore

Remove Comment • May 24th 2019, 2:51pm

swale between highway and north sideline is jurisdictional under local wetlands ordinance. swale and 100'-buffer zone should be shown on civil site plan provided for future Site Plan Review procedure. con com approval may be required depending upon extent of work in the buffer zone.

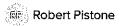
This step was assigned to Robert Moore . May 22, 2019 at 8:53am Robert Moore approved this step . May 24, 2019 at 2:51pm  $\,$ 

7/5/2019

ViewPoint Cloud

Complete







#### Robert Pistone

Remove Comment . Jun 7th 2019, 11:41am

Approval based on appointment only business model with Chief of Police's discretion to revert to appointment only for Public Safety needs.

This step was assigned to Robert Pistone . May 22, 2019 at 8:53am Robert Pistone approved this step . Jun 7, 2019 at 11:41am





#### Eric Tarpy 🗸

Remove Comment . Jun 10th 2019, 12:18pm

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 are in the scope of 780 CMR shall be made in accordance therewith. (527 CMR 1.03 and 780 CMR 101.2)

Plans approved by the fire department are approved with the intent they comply in all respects to MSBC 9th Ed. 780 CMR, 527 CMR, 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 Special Permit application for the address stated above and in the interest of public safety, have the following comments:

- -Fire Protection Narrative is required before foundation Permit is issued
- -Any Applicable Fire Protection systems Permits are required before Building Permit is issued
- -Gate to be a Minimum of 18' clearance to provide fire department access. Gate must be radio controlled by Fire Department Siren
- -Lot must provide fire department apparatus turn-around
- -Applicant does not provide for snow storage
- -Demolition of any building will require permit from the Fire Department

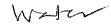
Fire Department reserves the right to comment on matters in the future.

This step was assigned to Eric Tarpy . May 22, 2019 at 8:53am Eric Tarpy approved this step . Jun 10, 2019 at 12:18pm

7/5/2019

#### Complete







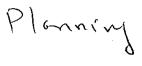
#### Robert Ward 🛇

Remove Comment . Jun 18th 2019, 3:19pm

The Water Department has no objection to issuance of a special permit for this facility. Any proposed water service work will be reviewed during the site plan review process.

This step was assigned to Robert Ward . May 22, 2019 at 8:53am Robert Ward approved this step . Jun 18, 2019 at 3:19pm  $\,$ 







#### William Pillsbury

Remove Comment • Jun 24th 2019, 9:27am

Recommend Conditional Approval of the special permit with the following conditions:

Project should be by appointment only and remain appointment only until determined otherwise by the Police Chief, Fire Chief and City Engineer.

Traffic study should provide detained mitigation plans providing specific steps to mitigate impacts

This step was assigned to William Pillsbury . May 22, 2019 at 8:53am William Pillsbury approved this step . Jun 24, 2019 at 9:27am





#### John Pettis 👽

Remove Comment . Jun 21st 2019, 11:33am

Please note that my comments have been delayed while a peer review of the traffic report is being done. That report is to be to me by Monday at the latest. Once I receive I will forward my comments and complete my review. John

Engrace



#### Linda Koutoulas 🖸

Remove Note • Jun 25th 2019, 3:10pm

John - looking for the status of this application.



#### John Pettis 🕏

Remove Comment - Jun 25th 2019, 8:37pm

- I have uploaded Traffic Peer Review document
   20190621GPIPeerReview19073AmesburyRd330. The Applicant's Traffic Engineer VAI should review this document, and address all comments for the Site Plan review stage (or the Special Permit stage if requested by City Council).
- 2. The plan indicates 16 parking spaces. My understanding is that ITE recommends 8.77 parking spaces per 1000 sq ft building. The 3800 sq ft of proposed LME use would then translate to just over 33 parking spaces, or roughly double what is being provided. I therefore recommend that, should a Special Permit be granted, it be with the provision that it is by appointment only until such time that the City deems it is acceptable to allow walk-in business. The ITS projections for number of customers (if unregulated) is well in excess of the proposed 24 appointments per hour. I recommend that approval of the Police Chief, Fire Chief and City Engineer be needed, with conditions deemed appropriate based on observed conditions during the appointment-only stage, for allowing walk-in business.
- 3. I understand that should the Special Permit be granted and all other required approvals be secured, the project will be submitted to the Departments as a Site Plan, so we can ensure all applicable codes and regulations are met.

Inop Services / Eldg

Tom Bridgewater



#### Tom Bridgewater 🕏

Remove Comment • Jul 2nd 2019, 10:47am

it appears building will be doing a level 3 alteration all work will be done with 780 CMR 2015 IEBC and 521 CMR parking for handicap 521 CMR must comply in accordance with section 23 and 24 and i have a question on the optional barb wire fence

This step was assigned to Tom Bridgewater . Jun 27, 2019 at 9:33am Tom Bridgewater approved this step . Jul 2, 2019 at 10:47am

## REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated May 01, 2019, by and between Mac & D Realty Trust LLC ("Landlord"), and Mellow Fellows LLC ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 330 Amesbury Rd 1600 SF building + parking. (Garage not included) (the "Premises") located at 330 Amesbury Road, Haverhill, Massachusetts 01830.

**TERM.** The lease term will begin on May 01, 2019 and will terminate on April 30, 2024. It is understood that either party must provide written notification to the other thirty (30) days in advance of intent to vacate the Premises. Termination must occur at the end of the calendar month. Upon vacating the Premises, Tenant hereby agrees to return same in as good repair and "Broom Cleaned" condition as of the commencement date of the Lease, acceptable to Landlord 's designated representative.

TRIPLE NET LEASE. This Lease is what is commonly referred to as a "Triple Net Lease", it being the intention of the parties that Landlord shall not have any responsibility of any kind or nature whatsoever to maintain, repair, improve, alter or in any way incur any expense in connection with the Property, and that the rent and any other payments to be made by Tenant to or on behalf of Landlord under the terms hereof, are to be free and clear of any impositions, expenses or setoffs of any kind or nature whatsoever, including without limitation, any taxes, charges or expenses in connection with the ownership, maintenance, repair and operation of the Property, all such expenses, charges and taxes to be paid by Tenant as provided herein.

Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon and a proportionate share of real property taxes, all-risk and earthquake insurance, and common area maintenance expenses. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable, proportionate share as determined by Landlord of all charges jointly metered with other Premises.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$5,800.00, payable in advance on the first day of each month, for a total lease payment of \$353,800.00. Lease payments shall be made to the Landlord at 102 Merrimack St, Haverhill, Massachusetts 01830, which address may be changed from time to time by the Landlord.

**ESTIMATED PAYMENTS.** Tenant shall be notified by Landlord of Estimated Payments for taxes, insurance, maintenance of the landscaping and parking lot, and landscaping and parking lot utilities and services from time to time. The Estimated Payments shall be paid by Tenant together with rent, on the first day of each month throughout the Term. The Estimated Payments may be increased or decreased by Landlord upon written notice to Tenant based upon statements received or charges incurred by Landlord, information available to Landlord as to the probable

cost of expected charges and expenses, or the reasonable estimate of Landlord as to the probable amount of expected charges or expenses. Landlord shall be entitled to retain the monies received from such payments in its general fund pending payment of all such costs and charges. No more frequently than once each calendar quarter, the actual costs shall be determined by Landlord, and Tenant shall remit to Landlord on demand its unpaid pro rata share of the actual expense. In the event Tenant paid more than the actual expenses for such period of time, Landlord shall apply such overpayment towards the next Estimated Payments owing by Tenant. At the termination of this Lease, an accounting for such charges and expenses shall be made to the nearest practical accounting period, and Tenant shall pay to Landlord any balance due, or the Landlord shall refund to Tenant any excess amount paid.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Landlord will be firm 3 wks. Notice to remove to Tenant, ordinary wear and tear excepted. Landlord will be firm 3 wks. Notice to remove the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Landlord will be fiven 3 wks. Notice to remove the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Landlord will be fiven 3 wks. Notice to remove the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only for Retail Sales, legally allowed. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

ALTERATIONS. Tenant covenants and agrees that all Alterations constructed on the Property or work performed or caused to be performed by Tenant shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Property. Tenant shall provide Landlord with at least 30 days notice prior to having any construction materials delivered to the Property or commencing construction of any improvements, and shall reasonably cooperate with Landlord in the posting of a notice of non-responsibility.

COST OF ALTERATIONS. Tenant shall pay all costs of constructing any such Alterations approved by Landlord including but not limited to fees and costs charged by architects, engineers, the general contractor, subcontractors, and laborers and material men, and shall not permit any mechanic's or materialmen's lien to be filed against the Property in connection therewith.

PROPERTY INSURANCE. Tenant shall maintain casualty property insurance on the Premises and all improvements against loss or damage by fire and lightning and against loss or damage by other risks in an amount not less than 100% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. All insurance proceeds payable by the occurrence of any covered loss shall be payable to Landlord, and Tenant shall have no right or claim to any such insurance proceeds payable with respect to the Improvements, excluding, however, any such proceeds that may be payable with respect to Tenant's personal property or trade fixtures.

Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

**RENEWAL TERMS.** This Lease shall automatically renew for an additional period of 1 five year option per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments shall be \$500.00 per month.

**MAINTENANCE.** Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease. Real Property Taxes" shall include any form of assessment, license, fee, rent, tax, levy, penalty or tax imposed by any authority having the direct or indirect power to tax, including any improvement district, as against any legal or equitable interest of Landlord in the Premises or as against Landlord's business of renting the Premises. Tenant 's share of Real Property Taxes shall be equitably prorated to cover only the period of time within the fiscal tax year during which this Lease is in effect. With respect to any assessments which may be levied against or upon the Premises, and which may be paid in annual installments, only the amount of such annual installments (with appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual Real Property Taxes. Landlord represents that, to the best of his knowledge, there are no assessment or improvement districts being planned which would affect the Premises other than as in effect as of the date of this Lease.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may

be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments. Accordingly, Tenant shall pay before delinquency all taxes levied or assessed on Tenant 's fixtures, improvements, furnishings, merchandise, equipment and personal property in and on the Premises, whether or not affixed to the real property. If Tenant in good faith contests the validity of any such personal property taxes, then Tenant shall at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon and shall furnish Landlord with a surety bond satisfactory to Landlord in an amount equal to 150% of such contested taxes. Tenant shall indemnify Landlord against liability for any such taxes and/or any liens placed on the Premises in connection with such taxes. If at any time after any tax or assessment has become due or payable Tenant or its legal representative neglects to pay such tax or assessment, Landlord shall be entitled, but not obligated, to pay the same at any time thereafter and such amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant 's next rent installment together with interest at the highest rate allowable by law.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60 days' written notice to Tenant that the Premises have been sold.

**TERMINATION CLAUSE.** Tenant may, upon 60 days' written notice to Landlord, terminate this lease provided that the Tenant pays a termination charge equal to 6 months' rent or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 60 day notice period. Termination charge will be in addition to all rent due up to the termination day.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses)

suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance

company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. However, Tenant shall be entitled to use and store only those Hazardous Materials, that are necessary for Tenant's business, provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Tenant shall not keep or store on the Premises chemicals in quantities, amounts, concentrations or type which are in excess of those permitted by local, state or federal laws, regulations or ordinances.

Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's cost and expense; such investigation, clean up and remediation to be performed after Tenant has obtained Landlord 's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord 's written consent. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultant fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials on or about the Premises caused by the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlords sole discretion.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

OTHER. Tenant to pay 3% of annual gross sales to Landlord on December 31st of each year. Landlord shall receive 5% from sale of Mellow Fellows business if sold within first lease (5 years).

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Massachusetts.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**SIGNATURES AND NOTICE.** This Lease shall be signed by the following parties. No notice under this Lease shall be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the parties below:

## **LANDLORD:**

Mac & D Realty Trust LLC Kathleen Darby Member 102 Merrimack St Haverhill, Massachusetts 01830

#### **TENANT:**

Mellow Fellows LLC Tim Riley President

## LANDLORD:

Mac & D Realty Trust LLC

By: Date: May 01, 2019

Kathleen Darby

Member

TENANT:

Mellow Fellows LLC

By. Date: May 01, 2019

<del>Presid</del>ent

## <u>CITY OF HAVERHILL</u> <u>APPLICATION FOR HANDICAP PARKING SIGN</u>

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\*NEW X
\*RENEWAL

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DATE OF REQUEST $8$	, JUE/3016	DATE OF APPRO	VAL	
NAME: BLASK	= E.	TAYLOR		
ADDRESS: 42 A	LLEN ST			
TELEPHONE #: 978	4797693			
VEHICLE TYPE: 10/0	TA TAC	OMA S	R5	
PLATE #: 51 7 357				
Do you currently have off st. If yes, why is there a need for	r a handicap parkin	g sign?	No CF	16USE
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Mi El		<del></del>		
Applicant Signature				
<ul> <li>Please include a copy application.</li> </ul>	of your current han	dicap placard or han	dicap registratio	n, along with this
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Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

Atto Officer Pear

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.

Respectfylly Submitted,

Officer Pearl #55

# CITY OF HAVERHILL APPLICATION FOR HANDICAP PARKING SIGN

Did you have a handicap parking sign at a preyious address? Yes		*NEW
NAME: JOHN (Woolf, SK. ADDRESS: 207 Graveland St., Namechill  FELEPHONE #: 978-374-(0242)  VEHICLE TYPE: FOR L. Edge.  PLATE #: 58 KS 50  Do you currently have off street parking at your residence? Yes No  f yes, why is there a need for a handicap parking sign? to many starks in the rear  fly yes, why is there a need for a handicap parking sign. To many starks in the rear  John Side Entrance to my kome - only 2 steps from a new of yes, location?  Applicant Signature  Please include a copy of your current handicap placard or handicap registration, along with application.  Approve Denied  Reason for denial  Reason for denial  Reason for denial  ity Council Approval		*RENEWAL_X
Approve	DATE OF REQUEST 7-17-19	DATE OF APPROVAL 7-17-19
ELEPHONE #: 978-374-6242  TEHICLE TYPE: Ford, Edge  LATE #: 58K550  to you currently have off street parking at your residence? Yes No  tyes, why is there a need for a handicap parking sign? to many stairs in the rear and side entrance to my home only a stap front entrance.  Indication you have a handicap parking sign at a previous address? Yes No  tyes, location?  Applicant Signature  Please include a copy of your current handicap placard or handicap registration, along with application.  Approve Denied  Reason for denial  Reason for denial  Reason for denial  Reason for denial		
TELEPHONE #: 978-374-6242  TEHICLE TYPE: FOR d. Edge.  LATE #: 58 K 50  To you currently have off street parking at your residence? Yes No Tyes, why is there a need for a handicap parking sign? to many stairs in the rear and side entrone to my kome. Only a stapp front entrone.  Indiginal you have a handicap parking sign at a previous address? Yes No Tyes, location?  Applicant Signature  Please include a copy of your current handicap placard or handicap registration, along with application.  Approve Denied  Reason for denial  Reason for denial  Reason for denial  Reason for denial	VAME: JOHO WOOLS, SI	<u> </u>
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Decided the state of the street parking at your residence? Yes No lives, why is there a need for a handicap parking sign? to many stairs in the rear and side entrance to my home only 2 stand from a new stairs in the rear and yes, location?  Yes No lives, location?  Please include a copy of your current handicap placard or handicap registration, along with application.  Approve Denied  Reason for denial  Reason for denial  Reason for denial  Reason for denial	ELEPHONE #: 978-374-624;	2
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id you have a handicap parking sign at a previous address?YesNo  I yes, location?	f yes, why is there a need for a handicap parki	ng sign? too many stairs in the rear
Applicant Signature  Please include a copy of your current handicap placard or handicap registration, along with application.  Approve	nd side Entrance to my home	-only a steps front entrance.
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Reason for denial  Chief of Police Signature	application.	
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		or sign placement upon approval of City Council.

MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

PHO: Officer Jason Pearl

To:

Chief Denaro

From: Officer Pearl

Date: July 17, 2019

Re:

Handicap sign request (renew)

Sir,

I have received an application for a handicap parking sign renewal from John Wolfe of 207 Groveland St. He has an active Massachusetts handicap placard. This application is for renewal of an existing handicap parking sign. There is no change in his status and I would recommend approval of the request.

Respectfully Submitted,

Officer Pearl

PA \$50 3331

# City of Haverhill **Application for Permit for** Amusements, Public Shows and Exhibitions

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Name of Organization: Team Haverhill
Address of Organization: P. O. Box 5034 HAVENhill, MA 0183
Is the Organization a Non-Profit? Yes X No (If yes, must provide evidence of non-profit status)
Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and approved by the appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.
EVENT INFORMATION
Requesting permit for (List type of event):  Requesting Pockus
Date of Event: $\frac{9/21/19}{19}$ Time of Event: $\frac{9}{19}$ $\frac{1}{19}$ $\frac{1}{1$
Date of Event: 9/21/19 Time of Event: 9 Am - 9 p.m.  Location of Event: River front Park, Washington Street Historic Indoor: Outdoor: District
Name and Address of the Owner of the Property:
If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.
Number of Anticipated Attendees: 5,000  Number of Parking Spaces available on Site: 1000

Have arrangements been made for offsite parking? Yes No
If yes, please give details of the offsite parking: We will be arranging for.  Parking at the MURTH garage
Are there charges or fees for parking? Yes No X_ If yes, list charges/fees
Please identify the plans for solid waste disposal and recycling: Covanta
Number of public restrooms available: Permanent Portable
Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up):  Fire works  Washing fon Street will be closed for the  Classic Car Show  Are you requesting that the fees be waived?  Yes X No  If yes, please list specific fees along with dollar amount you are requesting waived:
Police / Fire defails
The state of the s
(This request can only be made for City sponsored events or by registered non-profit groups conducting events for wholly charitable purposes only — Nonprofit organizations must submit name, addresses of organization along with the names of executive officers and board members. \$50 non-waivable application fee must be paid upon submission of application)
Authorized Person: Jeseph T. Jessem Symphical Address of Authorized Person: 18 Hawthorne St. Haverhill, MA 0/835 Telephone #/Cell #/Pager # (Indicate if Pager): 978 376-6741  Social Security Number of Authorized Person: 020-42-5161

Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.

#### Linda Koutoulas

From:

Joe LeBlanc < homer2140@mac.com>

Sent:

Monday, July 08, 2019 10:10 AM

To:

Linda Koutoulas

Subject:

Fwd: River Ruckus

Sent from my iPhone

Begin forwarded message:

From: Joseph LeBlanc < homer2140@mac.com >

**Date:** July 7, 2019 at 8:35:22 PM EDT **To:** <u>lkoutoulas@cityofhaverhill.com</u>

Subject: River Ruckus

Dear Linda,

Pending City Council approval, River Ruckus will have two additions to the day's events for Sept. 21, 2019:

- 1. We are seeking to use the small parking lot on Washington Street (site of the Her Voice Carries mural) for space for non-profit organizations from 12 to 3 on Saturday, Sept. 21. Our committee has been receiving requests for several years and this would be our first attempt to include Haverhill's non-profit, etc. community in this event. Several handicapped parking spaces would need to be temporarily relocated to the Wingate Street parking lot from noon to 3.
- 2. We would also like to close off Columbus Park on Washington Street for use by Sweet Paws Animal Rescue from noon to 3. This local organization works to find permanent homes for rescue dogs. Sweet Paws proposes to close off the park with temporary fencing to provide a safe place for parents, children and other residents to see rescue dogs available for adoption. Sweet Paws would be responsible for all clean-up of the park.

Other than these two proposed additions, arrangements will be the same as previous successful events. I will drop off proof of Team Haverhill's non-profit status on Monday, July 8. Thank you for your help in coordinating this approval process.

Joe LeBlanc

Co-chair, Team Haverhill's River Ruckus

#### **Linda Koutoulas**

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	_	m	•
1	v		

Mike Stankovich

Sent:

Monday, July 08, 2019 12:31 PM

To:

Linda Koutoulas

Subject:

RE: River Ruckus Application

Linda,

Ok with me

Mike

500 Primrose Street Haverhill, MA 01830

Telephone:

(978) 420-3815

Fax:

(978) 374-2362

Web:

http://www.ci.haverhill.ma.us/

----Original Message-----From: Linda Koutoulas

Sent: Friday, July 05, 2019 3:43 PM

To: Mike Stankovich <mstankovich@cityofhaverhill.com>; Bonnie Dufresne <bdufresne@cityofhaverhill.com>; Thomas

Bridgewater <tbridgewater@cityofhaverhill.com>

Subject: FW: River Ruckus Application

Sending this again , please review and respond - want to get on July 23 agenda.

Thank you!

Linda

River Rucky

# APPROVALS:

		Denied:
Recreations	al Director: Required	for all recreational facilities:
Comments/Co	nditions/Requirements: _	Demed:
D.E. Chia		
Police Chief:		
Reviewed:	Approved:	Denied:
Comments/Con	ditions/Requirements:	Denied:
Health Inspec	ctor/Roard of Harld	
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Health Inspectors Reviewed:X Comments/Condition	etor/Board of Health Approved: itions/Requirements:	Denied:

#### **Linda Koutoulas**

From:

Deputy Anthony Haugh <a href="mailto:ahaugh@haverhillpolice.com">haugh@haverhillpolice.com</a>

Sent:

Tuesday, July 09, 2019 8:58 AM

To:

Linda Koutoulas; Mike Stankovich; Bonnie Dufresne

Subject:

RE: River Ruckus

Linda,

I had Captain Wrenn review the additional requests and he does not see any issue with them.

Deputy Haugh

From: Linda Koutoulas [mailto:lkoutoulas@cityofhaverhill.com]

Sent: Monday, July 8, 2019 11:24 AM

To: Mike Stankovich <mstankovich@cityofhaverhill.com>; Bonnie Dufresne <bdufresne@cityofhaverhill.com>; Deputy

Anthony Haugh <a haugh@haverhillpolice.com>

Subject: FW: River Ruckus

All – Here is an additional request for River Ruckus – please advise – I have not heard from DPW or Health/Insp services on this event permit application.

Linda

From: Joe LeBlanc < homer2140@mac.com > Sent: Monday, July 08, 2019 10:10 AM

To: Linda Koutoulas < <a href="mailto:lkoutoulas@cityofhaverhill.com">lkoutoulas@cityofhaverhill.com</a>

Subject: Fwd: River Ruckus

Sent from my iPhone

Begin forwarded message:

From: Joseph LeBlanc < homer2140@mac.com >

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**Subject: River Ruckus** 

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Joe LeBlanc Co-chair, Team Haverhill's River Ruckus River Ruley

Comments/Conditions/Requirements	red for all recreational facilities: Denied:
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Comments/Conditions/Requirements	Danied.
- Conditions Requirements	
Police Chief:	
Reviewed: Approved:Approved:	Denied:
	Denied:
Health Inspector/Board of Hea	lth:
Reviewed:Approved:	Denied:
conditions/Requirements:	
Building Inspector:	
eviewed: Approved:	Denied:
omments/Conditions/Requirements:	
ublic Works Director:	
eviewed: Approved: omments/Conditions/Requirements:	Denied:

River Ruckey

Reviewed: Approved: Denied:	
Comments/Conditions/Requirements:	
Recreational Director: Required for all recreational facilities:	
Approved: Namied.	
Comments/Conditions/Requirements:	·
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Police Chief: 1-0 1/4/24/	
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Health Inspector/Board of Health:	
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ublic Works Director:	
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# General Release & Indemnity Agreement

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts,, dues, claims and demands both in law and in equity, more especially any and all claims as a result of the issuance of this permit or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized	
Agent of Organization: Many ( ) Solw	Date: 6/24/19
Signature Witnessed By:  City Council will hear this request for application on:	Date: 6/24/19
$\frac{7/23/15}{\text{(date)}} \text{ at } \frac{7}{\text{(time)}}$	Me
Applicant must attend: Yes No	

Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.

Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.

# OFFICE USE

	PERMIT
Permit approved on:	Number of Detail Officers:
Proof of Insurance: Policy Number	Expiration date
Attendance Limited to:	
Other Conditions/Requirements:	
All permits issued fully incorporate the t Exhibitions and Events of Chapter 104 o	terms and conditions of Article IV Public Shows, of the Code of the City of Haverhill
Signed:	Issued on:
C	ity Clerk

OP ID: DS

DATE (MANDENYYYY)

#### CERTIFICATE OF LIABILITY INSURANCE

06/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CENTERCATE 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.

REPORTANT: If the certificate holder is an ADDITIONAL INSURED, the noticulies) must have ADDITIONAL INSURED provisions or be endorsed.

PRC Lan	DOUCER nes Page Insurance Agy. Inc.		978-373-3893	CONTACT James	Traver		FAX	070 %	72.0221
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Jea	Haverhill, Inc.			PASURER 8 :					
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	CRIPTION OF OPERATIONS/LOCATIONS/VEHIC	-		ide, way be attached if w	iore space is requi	red)			
Riv	er Ruckus - City of Haverhill is na	med :	as an additional insured						
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						ESCRIBED POLIC EREOF, MOTICE			
	City of Haverhill					CY PROVISIONS.			

ACORD 25 (2016/03)

4 Summer St. Haverhill, MA 01830

ACORD

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AUTHORIZED REPRESENTATIVE

### DREAM WEAVER PRESENTS:

122 Rosemont Street Haverhill, MA. 01830 INVOICE#

92119

978-702-9706 Peter@dreamweaverpresents.com

Quote

#### CUSTOMER

TEAM HAVERHILL

Haverhill, MA. 01830

978-973-1473

DATE: 3/29/2019

P.O.#

Rep: Tim

Attn: Acct. Payable

Qty	Description		Rate	1	ł	Fee
	RIVER RUCKUS 2018					
	21-Sep-19	i			1	
	Sound & Lighting:	\$7,200			\$	4,400
	Professional Sound & Lighting to fill area			İ		
	3 Technicians			•	-	
	Generator:				\$	500
	C+	44.700			۱.	2 000
	Stage: 33x20 w/roof	\$4,200			\$	3,000
	33x20 W/1001					
	Labor:					
	Techs / Stage Hands	]		1	\$	600
	Production/Stage Manager	\$1,200		<b>_</b>	\$	1,000
		i l				
				1	1	
				1		
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	1				$\vdash$	
*	Gear will NOT run until Balance is PAID IN FULL			SubTotal	\$	9,500
	50% non-refundable Deposit			Total	\$	0.500
	Balance Due after Sound Check			Julian	→	9,500

Thank You for your Support and your Business.

"Celebrating Over 20 Years in Business"

Customer is responsible to replace lost or damaged equipment caused by artist or patrons.

Payment Do	:Talis
------------	--------

Check

**Money Order** 

Signing of this Quote is a binding Commitment that above Customer agrees to the terms and will pay DWP for services and equipment rendered. Invoice may change due to add-ons.

# ∞ Butlers & Bars ∞

# **EVENT DETAILS**

Event Date: Saturday, September 21, 2019

Client: River Ruckus – Dave Davis Type of Event: Festival/Fundraiser Phone Numbers: Nicole 978-495-0612

Email: longhaireddaved@aol.com

Estimated Guests: 10,000
Style Bar: Beer & Wine
Event Start Time: 12:00 p.m.
Event End Time: 9:00 p.m.
Type of Barware: Plastic

# **INVOICE**

Umi ts	Services	Description	Rate	Total
4	Bartender s	11:00 a.m. — 9:00 p.m. Includes 1-hour set-up & ½ hour breakdown Bar opens at 12:00 p.m. — Closes @ 8:30 p.m.	\$45.00 x 10 hours (discounted from \$55.00 per hour) Includes liquor liability	\$1,800.0 O
1	Case	9oz Glasses	Wine glasses	\$65.00
1	Equipmen t	2 — 6ft tables, 1 Pop-up tent	\$50.00	\$50.00
			Grand Total  Signed Contract & 50% deposit	\$1,915:0 0 \$957:50

Attached: Contract, Credit Card Authorization Form for Deposit & Final Payment.

# ∞ Butlers & Bars ∞

# **BARTENDING CONTRACT**

Client Name: River Ruckus - Dave Davis Event Date: Saturday, September 21,

<u> 2019</u>

#### Order Confirmation

#### Order Confirmation

Your signature at the bottom of this Contract will place your order with Butlers & Bars and will confirm your understanding of an agreement to the following Terms. You can sign and scan to butlersandbars@msn.com, or mail it to BUTLERS & BARS P.O. Box 2037, Methuen, MA 01844

#### **Liquor Distribution**

All alcohol will be served pursuant to Massachusetts General Law, Chapter 138.

#### **Payment**

A signed contract & 50% deposit in the sum amount of <u>\$957.50</u> is due to reserve event date & Butlers & Bars services.

Payment via credit card for a deposit & final payment

Final Payment is due 14 days prior to event in the sum amount of \$957.50.

#### **Method of Payment**

Cash, Money Order or Certified Check, Credit Card.

#### **Cancellation Policy**

If an event is cancelled, the client agrees to pay BUTLERS & BARS for all costs incurred included but not limited to all subcontracted services and rentals. Management also reserves the right to cancel this agreement without notice and without liability when in the event of breach of this contract by the Client or where the rules were not observed or where functions of a nature are not acceptable.

# **80** Butlers & Bars 68

#### **Damages**

The person or organization assumes responsibility to reimburse BUTLERS & BARS for all damages to equipment or rental supplies. Patron also assumes responsibility for all damages, losses, or bodily injury caused by them or by any of their guests or any other persons attending the event.

I understand and accept the terms outlined above.

Signature River Ruckus co-chair Date Date

# **Payment Options:**

**Yenmo.com:** Send payment - no fees Connect with Deborah Ingalls 617-899-9865 butlersandbars@msn.com

# **CREDIT CARD AUTHORIZATION FORM**

# **Deposit & Final Payment**

Date of Event: Client Name:

A 5% Processing Fee will be added for all Credit Card Transactions

Amount: \$

With 5% processing fee (

), total is \$

Explain: (example: deposit, final payment)

Final payment \$ Credit Card Number:

# ∞ Butlers & Bars ∞

#### **Expiration Date:**

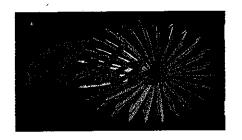
Type of Card: (Amex, Visa, MasterCard):

Cardholder Name: Card Security Code:

**Cardholder Billing Street Address:** 

Cardholder Billing Zip Code:

Comments:



## Atlas PyroVision Entertainment Group, Inc.

P. O. Box 498, Jaffrey, New Hampshire 03452 Tel: (603) 532-8324 \* Fax: (603) 532-4530 www.atlaspyro.com

This agreement as of this <u>26th</u> day of <u>April</u>, <u>2019</u> by and between <u>Atlas PyroVision Entertainment Group, Inc.</u>, of Jaffrey, New Hampshire ("ATLAS") and <u>Team Haverhill, Inc.</u> ("CUSTOMER") of <u>PO Box 5034, Haverhill, MA 01835</u> hereby agree as follows ("Agreement").

- Engagement: CUSTOMER hereby engages ATLAS to provide to CUSTOMER a fireworks display ("Display"), and ATLAS
  accepts such AGREEMENT upon all of the promises, terms and conditions hereinafter set forth. The Display shall be outlined in
  the Bid, RFP, Quote or Proposal ("Scope of Work") and attached hereto and incorporated herein as Appendix A, if applicable.
  - 1.1 Atlas Duties: Atlas shall provide all pyrotechnics, pyrotechnic equipment, arrange for barge(s), moorings, fire details, licensed and trained personnel, applications for permits (the cost of which, including all public safety and security fees, which shall be paid by Customer) including USCG permits and FAA notification (if applicable), worker compensation insurance by state statute, automobile insurance and liability insurance (solely covering pyrotechnic activity by Atlas) relating to the Fireworks Display described in this Agreement
  - 1.2 CUSTOMER Duties: CUSTOMER shall give ATLAS full authority to arrange for barge, tug, marine patrol, harbormaster, moorings (if required) and Fire Department detail ("Marine Expenses") for the Display. Customer shall be responsible for all Marine Expenses for the Display and security of all public viewing areas as set forth in Paragraphs 5, 6 and 7 below in this agreement. All payments for Marine Expenses and Security shall be the responsibility of CUSTOMER, including, but not limited to any fire department detail outside the jurisdiction of Display Location.
- 2. <u>Fireworks Display</u>: CUSTOMER agrees to pay Atlas the total "Contract Amount" for a Display, on the following date(s), time, and location as follows:

Display Amount :	\$15,000.00	Display Date:	9/21/2019	
Permit Fee(s):		Postponement Date:	9/22/2019	
Marine Expenses:		Time of Display:	8:00PM	······································
Total Contract Amount:	\$15,000.00	Location: Barge in	Merrimack River	
Less Deposit Amount:	\$5,000.00	Haverhill	MA	
Balance Due:	<b>10,000.00</b>			
Other:				
	:	-		

- 2.1 Deposit: CUSTOMER agrees to pay ATLAS the "Deposit Amount" by: 5/26/2019
- 2.2 Expenses: ATLAS shall pay all normal expenses directly related to the Display including insurance as outlined, pyrotechnic products, pyrotechnic equipment, licensed and trained personnel to set up and discharge the pyrotechnics and those additional items as outlined as ATLAS' responsibility in the Scope of Work. CUSTOMER shall pay all costs related to the Display not supplied by ATLAS including, but not limited to, those items outlined as CUSTOMER'S responsibility in this Agreement and Scope of Work.
- 2.3 Interest: In the event that the "Total Contract Amount" is not paid in full within thirty (30) days after the Date of Display, CUSTOMER will be responsible for the additional payment of 1.5% interest per month or 18% annually on the unpaid balance. If Atlas prevails in any litigation arising out of this Agreement, it shall be entitled to all costs incurred in connection with the litigation, including but not limited to reasonable attorney's fees.



- 3. Postponement: If CUSTOMER elects to postpone/reschedule the Display and requests a Postponement Date within this Agreement, ATLAS shall be paid the Display Amount plus a rescheduling service fee equal to one of the sub-provisions below. If there is no Postponement Date stated within this Agreement, CUSTOMER and ATLAS shall mutually agree upon a suitable reschedule date taking into consideration availability of permits, materials, equipment, transportation, labor and further provided CUSTOMER accepts ONE of the additional terms of 3.2 (A C). However, in no event shall the DISPLAY be rescheduled for a date more than 90 Days from the date first set forth within this Agreement. CUSTOMER is responsible for any additional Marine Expenses incurred due to postponement.
  - 3.1 If CUSTOMER postpones up to 72 hours prior to Display Date there shall be no additional fee for the fireworks display, provided the stated Postponement Date herein is within 72 hours of the Display Date.
  - 3.2 IF CUSTOMER postpones with less than 72 hours notice, one of the following provisions shall apply:
    - A. If CUSTOMER elects postponement and ATLAS is notified by either contacting ATLAS staff by telephone at 603-532-8324 or by email to sales@atlaspyro.com, prior to 7:00 a.m. on the Display Date, CUSTOMER agrees to pay an additional Postponement Fee of ten percent (10%) of the Display Amount.
    - B. If CUSTOMER elects postponement after 7:00 a.m. on the Display Date, there shall be an additional Postponement Fee of twenty percent (20%) of the Display Amount; and CUSTOMER agrees to forfeit their Postponement Date stated herein, if applicable. CUSTOMER and ATLAS shall mutually agree upon a suitable reschedule date taking into consideration availability of permits, materials, equipment, transportation, labor and CUSTOMER agrees that the Display shall be rescheduled for a date not more than 90 days from the date first set forth within this Agreement. If CUSTOMER and ATLAS cannot agree on a reschedule date with the best efforts of both parties, all provisions of Paragraph 4 shall apply.
    - C. If ATLAS technicians have begun the setup of the Display and adverse weather conditions cause ATLAS to exercise its sole and absolute discretion to determine the performance of any Display to be impossible, impractical or would unnecessarily increase the risk of damage or danger to person(s) and/or property, all parties agree to immediately hold a Postponement Date meeting by contacting ATLAS corporate staff by telephone or in person in order to attempt to reschedule the Display for a mutually satisfactory Postponement Date and time. In the event the mutually satisfactory Postponement Date and time is beyond the day following the scheduled Display Date and it is impracticable for the personnel and equipment of ATLAS to remain at the SITE until the rescheduled Display Date, then CUSTOMER agrees to pay the actual expenses incurred by ATLAS, not to exceed thirty percent (30%) of the Display Amount and one hundred percent (100%) of the marine expenses incurred, where applicable. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of Display, additional taxes or surcharges, or any other additional expenses that incurred to and/or as a result of the Postponement or Cancellation.
- 4. Cancellation: If CUSTOMER cancels this Agreement for any reason, liquidated damages for such Cancellation shall be paid by CUSTOMER to ATLAS as follows:
  - 4.1 In the event the Display is cancelled more than thirty (30) days before the Display Date, CUSTOMER agrees to pay to ATLAS ten percent (10%) of the Contract Amount and one hundred percent (100%) of the incurred Marine Expenses.
  - 4.2 In the event the Display is cancelled less than thirty (30) days but more than 72 hours before the Display Date, CUSTOMER agrees to pay to ATLAS twenty-five percent (25%) of the Contract Amount and one hundred percent (100%) of the incurred Marine Expenses.
  - 4.3 In the event the Display is cancelled less than 72 hours prior to the scheduled Display Date, CUSTOMER agrees to pay to ATLAS fifty percent (50%) of the Contract Amount and one hundred percent (100%) of the incurred Marine Expenses.
- 5. Safety: CUSTOMER shall provide and pay all fees associated with the Fire Department Detail as may be required by the Authority Having Jurisdiction ("AHJ") and/or by state statute and/or regulation. ATLAS and CUSTOMER shall each comply with the applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within ATLAS' sole discretion to determine whether or not the DISPLAY may be safely discharged or continued, apart from when the AHJ makes a determination to cancel or postpone due to reasonable safety concerns. It shall not constitute a breach of this Agreement by ATLAS when fireworks fail or malfunction, or when ATLAS and/or the AHJ determines that the Display cannot be discharged or continued safely due to conditions or circumstances affecting safety beyond the reasonable control of ATLAS.



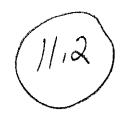
- 6. <u>Security:</u> CUSTOMER shall provide and pay for adequate security personnel, Police Department services as may be necessary to preclude individuals other than those authorized by ATLAS from entering an area to be designated by ATLAS and the USCG, were applicable, as the area for the set-up of the Display, including a fallout area satisfactory to ATLAS where the pyrotechnics may safely be discharged and any debris may safely fall. ATLAS shall have no responsibility for monitoring or controlling CUSTOMER'S other contractors, vendors or volunteers; the public; areas to which the public, contractors, vendors or volunteers have access, including marine traffic.
- 7. <u>Cleanup:</u> ATLAS shall be responsible for the removal of all equipment provided by ATLAS and clean up of any "Live" or "Unexploded" pyrotechnic material (shall mean any device that contains unexploded mixtures or components) associated with the Display. CUSTOMER shall be responsible for the SITE after 9:00 a.m. the day following the Display for any other cleanup of "non-pyrotechnic" debris (non-pyrotechnic debris shall mean paper, paper disks, plastic, foil, rubber bands, etc.) that may be associated with the Display. CUSTOMER shall provide ATLAS with a trash receptacle or other suitable means for the disposal of all non-pyrotechnic material; cardboard boxes and incidental lumber from the Display.
- 8. <u>Insurance:</u> ATLAS agrees to provide; 1) General Liability insurance coverage for damages to persons or property arising from or related exclusively to the Display provided by ATLAS; 2) Automobile Liability Insurance; 3) Workers' Compensation Insurance (by State Statute.) The description, certificate holder and additional insured, if any, will be provided upon request and/or outlined within the Scope of Work.
- 9. Indemnification: ATLAS represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Display in a safe and professional manner. Notwithstanding anything in the Agreement to the contrary, ATLAS shall indemnify, hold harmless, and defend CUSTOMER and the additional insured's from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of ATLAS, their officers, agents, contractors, providers, or employees. CUSTOMER shall indemnify, hold harmless, and defend ATLAS from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of CUSTOMER, its officers, agents, contractors, vendors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.
- 10. <u>Limitation of Damages for Ordinary Breach:</u> Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 8 and 9 above, in the event CUSTOMER claims that ATLAS has breached this Agreement or was otherwise negligent in performing the Display provided for herein, CUSTOMER shall not be entitled to claim or recover monetary damages from ATLAS beyond the amount CUSTOMER has paid to ATLAS under this Agreement, and shall not be entitled to claim or recover any consequential damages from ATLAS including, without limitation, damages for loss of income, business or profits.
- 11. Warranty and Disclaimer: ATLAS acknowledges and CUSTOMER agrees that it is an acceptable industry occurrence to experience up to three percent (3%) of pyrotechnic failure-to-ignite during Display. Any amount over the acceptable industry standard may be inventoried and an equitable refund may be provided to CUSTOMER within 30 days of Display. ATLAS may make pyrotechnic substitutions to the Scope of Work of equal or greater value if, in its sole opinion, such substitutions are reasonable and necessary. ATLAS shall notify CUSTOMERS of such changes prior to Display. In the event that the Display is reduced or modified by the AHJ or by ATLAS for safety concerns, the full dollar amounts outlined in this Agreement remain enforceable.
- 12. Force Majeure: CUSTOMER agrees to assume the risks of weather (including rough seas), strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of ATLAS which may prevent the Display from being safely discharged on any scheduled date, which may cause the cancellation of any event for which CUSTOMER has purchased the Display, or which may affect or damage such portion of the equipment as may be placed and exposed prior to the Display. If ATLAS is not reasonably able to safely discharge the Display on the scheduled date, or at the scheduled time, or should any event for which CUSTOMER has purchased the Display be canceled as a result of such causes, CUSTOMER may; 1) Reschedule the Display and pay ATLAS such sums as provided in Paragraph 3; or 2) Cancel the Display and pay ATLAS such sums as provided in Paragraph 4, based upon when the Display is canceled.
- 13. <u>Assignment</u> CUSTOMER'S consent is not required for an assignment of this Agreement in connection with a sale, disposition or transfer of business assets to an affiliate company of ATLAS, which may be a majority-ownership affiliate of ATLAS. The assigned party shall unconditionally guarantee all of the provisions for the term of this Agreement.
- 14. <u>Taxes:</u> CUSTOMER agrees to pay all applicable sales, use, and entertainment taxes that may be required within the state the display is located and furnish ATLAS with a certificate of exemption prior to the Date of Display.



- 15. Joint and Several Responsibility: If there is more than one CUSTOMER, they agree to be jointly and severally responsible for performance of CUSTOMER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CUSTOMER and after it is executed and accepted by ATLAS at its' corporate offices in Jaffrey, New Hampshire. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.
- 16. Price Firm: If any changes or alternations are made by CUSTOMER to this Agreement, or if this Agreement is not executed by CUSTOMER and delivered to ATLAS on or before the "PRICE FIRM DATE" shown below, then the price, date, and Scope of Work of the Display are subject to review and acceptance by ATLAS for a period of 15 days following delivery to ATLAS of any executed Agreement. In the event it is not accepted by ATLAS, ATLAS shall give CUSTOMER written notice, and this Agreement shall be null and void.
  - 16.1 Price Firm Date: 5/26/2019 EXECUTED AGREEMENT MUST BE DELIVERED TO ATLAS BY THIS DATE.
- 17. Legal Construction: This Agreement constitutes the entire Agreement of the parties and may not be altered except in writing signed by both parties. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of New Hampshire. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, such provision shall be stricken and the remaining provisions shall be interpreted in a manner to fulfill the intent of the parties. By signing this Agreement, CUSTOMER agrees that they have read, understand, and agree with all of the terms, conditions and obligations of the Agreement.

Atla	s PyroVision Entertainment Group, Inc	Custome	r, duly authorized
Ву:		By:	Joseph T. TeBlue
	Matthew J. Shea, Vice President	Name:	Joseph T. LeBlanc
		Title:	RIVER RUCKUS CO-chair
		Date:	6/13/19





June 18, 2019

Haverhill City Council City Hall- 4 Summer Street Haverhill, MA 01830

Dear Council Members.

L'Arche Boston North, Inc requests the event permit fee of \$500.00 be waived for the Longest Table-Dinner on Wingate fundraising event which will take place on Thursday, August 22<sup>nd</sup>, 2019 from 6-9pm.

Jennifer Matthews, Executive Director will be attending the July 23rd meeting to answer any of your questions or concerns. Should you have any questions in the meantime, please do not hesitate to contact L'Arche Boston North at 978-374-6928. Thank you for your continued support.

Very Truly Yours,

Jennifer Matthews

Executive Director/ Community Leader

L'Arche Boston North, Inc (formerly Irenicon, Inc)

Cc: Honorable Mayor James Fiorentini

Enc.

# City of Haverhill Application for Permit for Amusements, Public Shows and Exhibitions

Name of Organization: <u>L'Arche Boston North, Inc</u>	
Address of Organization: 53 Wingate Street, Haverhill MA 01832	
Is the Organization a Non-Profit? YesX No (If yes, must provide evinon-profit status)	dence of
Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and appropriate appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.	oved by
EVENT INFORMATION	
Requesting permit for (List type of event): <u>Outdoor fundraising event featuring live musifood prepared by local restaurants and licensed vendors.</u> Event registration is required in <u>advance</u> . Event details attached.	
Longest Table- Outdoor Dinner on Wingate	
Date of Event:8/22/2019 Time of Event: 6-9pm	
Location of Event: Wingate Street  Indoor: Outdoor:X	
Name and Address of the Owner of the Property:	
If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.	
Number of Anticipated Attendees: 250  Number of Parking Spaces available on Site: Public Parking	

Have arrangements been made for offsite parking? Yes NoX
If yes, please give details of the offsite parking:
Are there charges or fees for parking? Yes No _X_ If yes, list charges/fees
Please identify the plans for solid waste disposal and recycling: Covanta will provide trash boxes as arrangements will be made with the Haverhill Highway Department to have the boxes picked up.
Number of public restrooms available: Permanent6Portable
Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up):
Street Closure-Wingate Street Closed at 3pm for set-up. Event to be cleared and street reopened by 10pm. No parking on Wingate street after 3pm on event day. Rain date of Friday 8/23/2019.
Are you requesting that the fees be waived? Yes X No
f yes, please list specific fees along with dollar amount you are requesting waived:
This request can only be made for City sponsored events or by registered non-profit groups conducting events for wholly charitable purposes only – Nonprofit organizations must submit name, addresses of organization along with the names of executive officers and board nembers. \$50 non-waivable application fee must be paid upon submission of application)
Authorized Person:

Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.

	liam F. Lalib		
	Approved: <u>WFL</u>		
Comments/Conditio	ns/Requirements: A F	Firefighter Detail is a requiremen	t for this event.
		e *	
Recreational Dir	ector: Required for	or all recreational facilities:	
Reviewed:	Approved: De	enied:	
Comments/Condition	ns/Requirements:		
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Police Chief:			
Reviewed:	Approved:	Denied:	
Comments/Condition	ns/Requirements:		
Health Inspector	Board of Health:		
Reviewed:	Approved:	Denied:	
Comments/Condition	ns/Requirements:		
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Building Inspecto	or:		
Reviewed:	Approved:	Denied:	
Comments/Condition	s/Requirements:		
Public Works Dir			
Reviewed:	Approved:	Denied:	
Comments/Condition	s/Requirements:		
			·
		1	

Reviewed: Comments/Condition	Approved:ons/Requirements:	Denied:	
Recreational Di	rector: Required	for all recreational facilities	3 <b>:</b>
Reviewed:	Approved:	Denied:	
Comments/Condition	ons/Requirements: _		·
	0 /	0 - 11	
Police Chief:	10/1/N	J. H.	
Reviewed (190)	4 Approved:	Departed:	P.
Comments/Conditio	ns/Requirements:	3 Wefail of	16-2/5
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Health Inspector Reviewed: Comments/Condition  Building Inspect Reviewed: Comments/Condition	r/Board of Healt Approved: ns/Requirements:  or: Approved: ns/Requirements:	h:Denied:	

Fire Chief:		
Reviewed:	Approved:	Denied:
Comments/Condition	ns/Requirements:	
Recreational Dir	ector: Required fo	or all recreational facilities:
Reviewed:A	Approved: Der	nied:
Comments/Condition	s/Requirements:	
Police Chief:		
(eviewed:	Approved:	Denied:
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omments/Conditions	Requirements:	Doney,
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viewed:	_ Approved:	Denied:
eviewed:	_ Approved:	Denied:
ublic Works Directions/	_ Approved:	Denied:

### General Release & Indemnity Agreement

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts,, dues, claims and demands both in law and in equity, more especially any and all claims as a result of the issuance of this permit or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized /	41	. / /
Agent of Organization:	Madre	_ Date: <u>U/19/201</u> 9
Signature Witnessed By:  City Council will hear this request for app	Haguer volication on:	Date: <u>6/19/2019</u>
July 23rd 2019	at	
(date)	(time)	
Applicant must attend: Yes	No	

Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.

Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.

### General Release & Indemnity Agreement

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Signature of Authorized Agent of Organization:	1 Musto	Date:	5/22/19
Signature Witnessed By:	allery	Date:	5/22/10
City Council will hear this request f	for application on:		, ,
	at		
(date)	(time)		
Applicant must attend: Yes 🐰			

Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.

Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.

### **OFFICE USE**

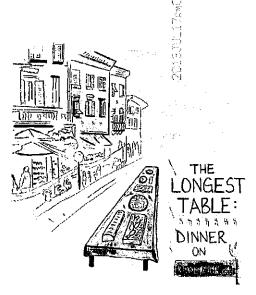
	PERMIT
Permit approved on:	Number of Detail Officers:
Proof of Insurance: Policy Number	Expiration date
Attendance Limited to:	
Other Conditions/Requirements:	
All permits issued fully incorporate the t Exhibitions and Events of Chapter 104 of	terms and conditions of Article IV Public Shows, of the Code of the City of Haverhill
Signed:C	Issued on:

#### **The Longest Table**

Thursday, August 22, 2019
Wingate Street

#### **Event Concept**

I am proud to announce that L'Arche Boston North will be hosting Haverhill's first-ever Longest Table event on Thursday, August 22<sup>nd</sup>, 2019 in the Wingate Street Arts District. For one night only, we will transform Wingate Street into a 200ft table where we can all come together for a meal. Longest Table events have been held in numerous cities and neighborhoods around the world and in the US from Tallahassee, FL, to Grand Forks, ND, giving hundreds of neighbors the opportunity to sit down for a meal together and share in conversation about their communities. This year's event will serve as the kickoff to the Greater Haverhill Chamber of Commerce's Restaurant Week. We are excited to partner with the Chamber and to recognize the changing landscape of our local community as it welcomes neighbors of all abilities and new and diverse businesses to our increasingly vibrant downtown. The Longest Table is an opportunity for everyone in Haverhill—new neighbors and pillars of the community—to get to know each other in the best possible way: over a delicious family-style meal!



The Longest Table will benefit L'Arche Boston North, a community where people with developmental disabilities and those who assist them live together as family, sharing daily activities and creating a home together in mutually transforming relationships of kindness and friendship. So much of life in L'Arche takes place around a shared table.

Logistics

Health- All participating restaurants and food vendors are licensed in the State of Massachusetts to prepare/serve food for the general public. All food will be prepared at the participants licensed establishment and transported to the event location using temperature-controlled units. I have communicated a list of restaurants and vendors we have confirmed as of this time to the Health Inspector's office. All but one vendor is in The City of Haverhill. Certifications and licenses are on file with the Health Department. Any vendors from outside of the City will send over their credentials and menu prior to the event for approval from Haverhill's Health Inspector. We will submit a final list of restaurants/ vendors and detailed menus planned for the event to the City no later than 1 week prior to the event. All vendors will have a prep area specific to them. Each area will be equipped with vinyl gloves, a handwashing station (bottled water, basin and soap) and paper towels. Only Serve-safe employees from the participating restaurants/vendors will be preparing or handling food during the event

**Security-**We have been meeting with members of the Haverhill Police and Fire Department leadership to ensure that The Longest Table is a safe and enjoyable event that brings acclaim to our beloved city. We plan to have three police details, several auxiliary officers, and one fire detail for the duration of the event. The HPD will close the street to traffic beginning at 3pm. HPD will have their mobile command center on site for the event.

We will use this time to transform the event area into an outdoor dining room. We will secure the entire perimeter of the event with 4ft high metal pedestrian barricades that will enclose the entire event area. The barricades will be placed on the street, abutting the sidewalk curb. The sidewalks will remain open and accessible to foot traffic in the area. Tickets to the event must be purchased ahead of time. Pending approval from the liquor licensing commission, Peddler's Daughter is planning to serve beer and wine from their sidewalk bump-out that will be included in the

secured event perimeter. Peddler's will provide TIPS certified staff to ensure that all alcohol is served in compliance with the liquor commissions standards and practices. This is a 21+ event and has been marketed as such. We will have two points of entry/ egress to the event space. At each access point we will have a member of the HPD along with a member of our staff, and a TIPS certified staff member from Peddler's. We will be checking pre-purchased event registration and identification. Once confirmed for entry, participants will be given a conspicuous wristband identifying that they've been granted access to the event and are 21+. Participants will have to show ID and event ticket to gain re entry if they leave the secured perimeter at any time throughout the event.

**Restrooms**- Restrooms are available in the basement of 53 Wingate Street (4) and Peddler's Daughter (2). Event participants will be required to present their ID and ticket info for re entry into the event if they leave the secured perimeter to use the restroom.

**Electrical**- We will coordinate with Robert Pigeon the safest way to provide electrical access to the event for lighting and sound.

**Trash**- We have several Covanta boxes that will be distributed throughout the event area for trash and waste collection. We have confirmed with DPW that they will pick up the Covanta Boxes at the end of the event and will sweep the street following the event.

**Music**- The event will feature live-music by several local artists. Each artist is responsible for setting up and breaking down their own equipment.

**Neighborhood-** We have posted notices in all neighboring businesses and residences. We have talked with several of the business owners individually to let them know about the event and street closing.

### L'Arche Boston North Board of Directors

Office-53 Wingate St. Haverhill, MA 01831 Tel-(978)374-6928 Fax-(978)373-9097 Office@larchebostonnorth.org

Jennifer Matthews, Executive Director/ Community Leader 978 973-9323

jmatthews@larchebostonnorth.org

#### Chairman

Joseph Kennedy
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(978) 360-3050 day
(978) 373-0436 home
joe.kennedy@georgetownbank.com
jwk123@comcast.net
Retired Senior Vice President/Chief
Financial Officer, Georgetown
Bank

#### Treasurer

William Oliver
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Bedford, MA 01730
781-424-0179
will@wjoliver.com
Business consultant, Professor,
CPA, venture capitalist.

#### Director

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(603) 770-0243 cell
mcostelloshea@guildhumanservices.org
Chief Residential Officer
The Guild for Human Service

#### Vice President

Mary Peters
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Newburyport, MA 01950
978-518-7050 cell
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VinFen

#### Director

William Keating 14 Wildwood Drive Bedford, MA 01730 781-820-2577-Cell Keatingwe7@gmail.com CFO- Nexxus Group

#### Director

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antonbuz65@gmail.com
Core Member and Legislative
Advocate at Mass State House

#### Treasurer

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<a href="mailto:lmacklee@gmail.com">lmacklee@gmail.com</a>
Employment Interviewer

#### Director

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ealburquerque@lawrence
communityworks.org
Masshire

#### Director

Lynette McRae
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978-857-3881
Lynette.t.mcrae@gmail.com
HR- Tallman Eye Associates
Master's Business Management

#### **Director**

Thomas Murphy
1 Park Road
Holland MA 01521
978-476-9997-cell
Tmurphy526@hotmail.com
Long-term friend of L'Arche
Theologian, PhD Student @ BC



# Longest Table 2019

# Committee Members

Jennifer Matthews

Executive Director L'Arche Boston North, Inc.

Melissa Seavey

Events Manager
Greater Haverhill Chamber of Commerce

**Ariana Bachman** 

House Manager L'Arche Boston North, Inc **Eva Montibello** 

CEO and Brand Evangelist Alpha E Consulting

**Tammy Gangon** 

Finance Manager L'Arche Boston North, Inc.

**Michael Conneely** 

Proprietor Peddler's Daughter

**Molly Leblanc-Medeiros** 

Administrative Assistant L'Arche Boston North, Inc.

Jason Petrou

Clean Energy Organics (CEO)

Vanessa Henry

Community Coordinator L'Arche Boston North, Inc

James Henebry

Assistant Vice President Haverhill Bank



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/04/2019

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). CONTACT Charles R. Traver 978-373-3893 James Page Insurance Agy. Inc. PHONE (A/C, No, Ext): 978-373-3893 FAX (A/C, No): 978-373-9321 191 Merrimack St., PO Box 111 Haverhill, MA 01830-0111 E-MAIL ADDRESS: James Page Insurance Agency INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Philadelphia Insurance INSURED |renicon, Inc. L'Arche Boston North P.O. Box 1177 Haverhill, MA 01831 INSURER B: **INSURER C:** INSURER D : INSURER E : INSURER F : **COVERAGES CERTIFICATE NUMBER: 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS Х COMMERCIAL GENERAL LIABILITY 1.000.000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) X PHPK1879088 10/27/2018 10/27/2019 50,000 5.000 MED EXP (Any one person) χ prof.& sexual abu 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE POLICY | FRO: 2,000,000 PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Es accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS OWNED AUTOS ONLY **BODILY INJURY (Per accident)** HIRED AUTOS ONLY NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) **UMBRELLA LIAB** OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER ST<u>ATUTE</u> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Haverhill is listed as an additional insured for the L'Arche Boston North event on Wingate Street on August 22, 2019 **CERTIFICATE HOLDER** CANCELLATION **HAVERHI** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **CITY OF HAVERHILL** 4 SUMMER ST. HAVERHILL, MA 01830 AUTHORIZED REPRESENTATIVE

Street closing beginning as 3pm. Street will re-open at 10pm.



If Hurillary officers will provide traffic support

# Hoverhill's Restaurant Week Kick Off Event The Longest Table Fundraiser hosted by L'Arche Boston North



# Featured Restaurants

110 Grill

**Barking Dog** 

Casa Blanca Haverhill

**Queen City Catering** 

G's

Hidden Pig

Keon's

Krueger's / Olivia's

La Pizza Di Forno

Maria's Restaurant

Pearl's Popup

Peddler's Daughter

Wicked Big Café

# Gold Sponsor





### Thursday, August 22, 2019

Check in: 6PM @ in front of Peddler's Daughter Event Location: Wingate Street, Haverhill

Ticket: \$60. 21+.

Cash Bar hosted by Peddler's Daughter.

Featuring Live Local Entertainment

Visit the web site for weekly updates! www.HaverhillEats.com/LongestTable

www.HaverhillEats.com | larchebostonnorth.org









# WINGATESTREET NEGHBORHOOD EVENTINOTIGE PLEASEREAD

Dear Friends and Neighbors of Wingate Street,

I am proud to announce that L'Arche Boston North will be hosting Haverhill's first-ever Longest Table event on Thursday, August 22<sup>nd</sup>, 2019 in the Wingate Street Arts District. For one night only, we will transform Wingate Street into a table where we can all come together for a meal. This year's event will serve as the kickoff to the Greater Haverhill Chamber of Commerce's Restaurant Week. We are excited to partner with the Chamber and to recognize the changing landscape of our local community as it welcomes neighbors of all abilities and new and diverse businesses to our increasingly vibrant downtown. The Longest Table is an opportunity for everyone in Haverhill—new neighbors and pillars of the community—to get to know each other in the best possible way: over a delicious meal!

The Longest Table will benefit L'Arche Boston North, a community where people with developmental disabilities and those who assist them live together as family, sharing daily activities and creating a home together in mutually transforming relationships of kindness and friendship. L'Arche Boston North has been a member of the Haverhill community for over 30 years!

# SACREBEREE REPRESENTE DOCUMENTE CONTRACTOR C

The event will take place on Thursday, August 22<sup>nd</sup> from 6-9pm in the immediate vicinity of Wingate Street between Railroad Square and Peddler's Daughter. We are working with the Haverhill Police Department to close the street the day of the event beginning at 3pm and lasting until 10pm. There will be no street parking allowed. Car will have access to enter/ exit the large parking lot across from Peddler's Daughter.

The event will be 21+ and will feature live music, an auction and dinner provided by many of your favorite local restaurants. Beer and wine will be available for sale by Peddler's Daughter. We have coordinated trash removal as well as police and fire presence to ensure it is a clean, safe and enjoyable event for everyone.

Tickets are \$60.00/ per person and must be purchased in advance.

Only registered individuals and residents will be able to access the immediate street location of the event. Sidewalks will be open and accessible throughout the event.

While we know that any time the street is closed it creates an inconvenience for our neighbors, we hope that this event will benefit not only L'Arche, but the residents and business owners of Wingate Street. If you are a business owner, we invite you to participate in the event through your presence or by opening your business to the 200 attendees. If you are a resident, we encourage you to purchase a ticket and join your fellow neighbors for an evening of fun and conversation!

If you have any questions regarding the event or would like to get involved, please email office@larchebostonnorth.org.

Sincerely yours,

Jennifer Matthews

Link Marthy

Executive Director/ Community Leader

L'Arche Boston North

53 Wingate Street, PO Box 1177 • Haverhill, MA 01831 • (978) 374-6928 • FAX (373) www.larchebostonnorth.org





### Longest Table Restaurant Participant List as of June 17, 2019

110 GrillLa Pizza Di Forno
Maria's
Casa Blanca's Haverhill
Keon's
G's
Krueger's/ Olivia's
Barking Dog
Peddler's
Queen City Catering (Newburyport)
Hidden Pig
Wicked Big



# The Commonwealth of Massachusetts Secretary of the Commonwealth State House, Boston, Massachusetts 02133

March 30, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that

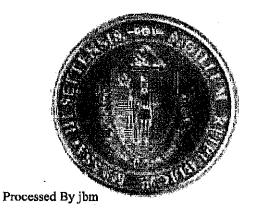
#### IRENICON, INC.

appears by the records of this office to have been incorporated under the General Laws of this Commonwealth on May 5, 1982 (Chapter 180).

I also certify that by Articles of Amendment filed here March 27, 2018, the name of said corporation was changed to

#### L'ARCHE BOSTON NORTH, INC.

I also certify that so far as appears of record here, said corporation still has legal existence.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth
on the date first above written.

Secretary of the Commonwealth





# Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
<u>License\_comm@cityofhaverhill.com</u>
www.ci.haverhill.ma.us

# **ONE DAY LIQUOR LICENSE**

Business/ Organization Information
Business/Organization Name: Team Haverhill
Address: P.O. Box 5034 HAVENIII, MA 01835
Individual Applicant Information
Individual's Name: Joseph T. LeBlanc
Home Address: 18 How Thorne ST. Hoverhill, MA 01835
Telephone: 978 - 376 - 6741
Is the Applicant a US Citizen? Yes Å No □
E-Mail Address: homer 2140@mac. com
Event Information
Date of Event: 9/21/19 rain date 9/22/19
Start Time: 9 AM End Time: 9 pm Alechol to be served & Location of Event: Riverfront Park, Washington Street Historic Distri
Location of Event: Riverfront Park, Washington Street Historic Distri
Purpose of Event: To provide an entire envoyable day of entering
Purpose of Event: To provide an entertainment? Yes No   Will there be music or entertainment? Yes No   Will there be music or entertainment?
Is the event being catered? Yes □ No 🋣
Name of Caterer:
Approximate number of People Attending
Adults: <u>5,000</u> Children: <u>500</u>
Type of License (circle one)
One-Day All-Alcohol 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

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



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www.ci.haverhill.ma.us

Where is the linear hair and I care M		BUU DULL
Where is the liquor being purchased from?		
All alcohol must be purchased through licensed wholesaler, then this applicati		nsed wholesaler. If the above-listed business is not a not be approved
Who will be serving the alcohol? Butters	\$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Bars
The server must be certified in safe service of alc	ohols (c	commonly referred to as TIPS certified) Please attach a copy of the
certification for each server listed above.		
Please attach a copy of the liquor liability insurar	nce held	by the server/applicant
If the server does not have liquor liability insu	rance, t	hen the application will not be approved
Determin	ation of	License Requirements
Is the event held by, or held for the benefit of a b	usiness (	or non-profit group?
	Yes	No.
Business:		×
Non-Profit:		<b>⊅</b> X
Will there be a cash bar?	本	
Is there an entrance fee or donation required?		<b>2</b>
Is the event open to the general public?	<b>X</b>	
<ul> <li>If the event is on city property, approval from</li> <li>The licensee must purchase all alcohol from</li> </ul>	nse appl n City Co a <i>license</i>	
applicable Alcohol Control Laws of the State of	f Massa	the above information is true and that I will comply with all chusetts and policies and regulations of the City of Haverhill.
Signature: Joseph T. JeB	ene	
r lease contact the	City CR	erk's Office for any licensing questions



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proval	<u> </u>	*
Chief of Police Date  Delnil Officers (29):	Joseph C Jeense Commission	Elwarda 7/11/19 Date
City Council (City Property) Date	Mayor (City Prope	Date
dditional Conditions for License:	Police detail requi	red for event





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4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License comm@cityofhaverhill.com

www.ci.haverhill.ma.us

### **ONE DAY LIQUOR LICENSE**

Business//Organization Information (2014) (1914) (1914) (1914)
Business/Organization Name: LArche Boston North, Inc.
Address: 93 Wingate Street, Haverhill MA 01830
Individual Applicant Information
Individual's Name: Jennifer Mathews, Executive Director
Home Address: 25 Hadley Road, Methuen MA 01844
Telephone: 918-973-9323
Is the Applicant a US Citizen? Yes ♥ No □
E-Mail Address:
Event Information
Date of Event: 8/22/2019 # Rain date 8/23/2019
Start Time: 10PM End Time: 9PM
Location of Event: Winacte Street
Purpose of Event: Fundrater / Community outreach : engagement
Will there be music or entertainment? Yes □ No □
Is the event being catered? Yes
Name of Caterer: 1+censed Haverhill area restaurants / food vendors.
Approximate number of People Attending
Adults: Q57) Children: (8)
Ikype of Liteense (circle one)
One-Day All-Alcohol 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



City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490

WA-LIC-060074 · Merrimack Valley Dist. Co. Inc License comm@cityofhaverhill.com www.ci.haverhill.ma.us
WA-LIC-060222 · Monsieur tation Selections of MA LTD.
Where is the liquor being purchased from? L. Knipe & Sons inc Seabourd Products · WA · LIC · 660326

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? Margaret Ann Connely

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.

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

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

Determination of License Requirements

	Determination of	License Requi	rements	Andrews (1997) (1997) Salah Basa Salah Salah Salah	
Is the event held by, or held for the	benefit of a business o	r non-profit gro	oup?		
	Yes	No			
Business:					
Non-Profit:			•		
Will there be a cash bar?	□ <b>/</b>				
Is there an entrance fee or donation	required?				
Is the event open to the general publ	lic?				

### 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;

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



1.

### Haverhill

barricaded, including barricades by large vehicle at each end of the

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Phone: 978-374-2312 Fax: 978-373-8490
<u>License\_comm@cityofhaverhill.com</u>
www.ci.haverhill.ma.us

[	Approval  Chief of Police  Date	Justense Commission Date	er en en en en en en en en en en en en en
	City Council (City Property) Date	Mayor (City Property) Date	
	Additional Conditions for License: 400	This event is to be an over 21 o	event only.

event, no more than three alcohole serving stations, event personnel to check ID's and issue easily identifiable wrist bands and all alcohol to ve served by TIPS certified personnel.

Official Use Only



### TIPS on Premise 3.0 Issued: 9/30/2018 Expires: 9/30/2021 ID#: 4914261

Margaret Ann Conneely 55 Munroe St Haverhill, MA 01830-6838

For service visit us online at www.gettips.com

Certificate of Completion
MARGARET CONNEELY
has completed requirements for
Adult First Aid/CPR/AED
conducted by
American Red Cross
Date completed: 09/08/2017

Date completed: 09/08/2017 Validity Period: 2 Years Certificate ID: 10LVKN



Scan code or visit: redcross.org/confirm



CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 06/27/2019 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(les) must have ADDITIONAL INSURED provisions orbe 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). CONTACT NAME: Jaime Gonsalves Malcolm & Parsons Insurance Agency PHONE (A/C, No, Ext): (781) 344-3200 E-MAIL ADDRESS: jll@malcolmandparsons.com FAX (A/C, No): (781) 344-1425 713 Washington Street P.O. Box 527 INSURER(8) AFFORDING COVERAGE NAIC# Stoughton MA 02072 Utica First Insurance Co INSURER A: INSURED Safety Indemnity INSURER B : 33618 Amstel Enterprises, Inc. Hartford Ins Co of the Midwest INSURER C 38261 DBA: The Peddlers Daughter & Shoe City Urban Bistro INSURER D 45 Wingate Street INSURER E : MA 01830-5736 INSURER F COVERAGES CERTIFICATE NUMBER: Master 5/23/19 **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. ADDL SUBR INSD WVD LTR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED s CLAIMS-MADE X OCCUR 100,000 PREMISES (Ea occurrence) 5,000 MED EXP (Any one person) BOP4462976-00 04/26/2019 04/26/2020 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE > POLICY I JECT 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ANYAUTO BODILY INJURY (Per person) OWNED AUTOS ONLY В SCHEDULED 6249823 12/01/2018 12/01/2019 **BODILY INJURY (Per accident)** AUTOS NON-OWNED AUTOS ONLY \$ HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) 5 UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY **╳** 駅TUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? C 500,000 N N/A 08WECLH7768 E.L. EACH ACCIDENT 03/06/2019 03/06/2020 OFFICER/MEMber (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE 500,000 if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 500,000 Each Occurrence Liquor Liability \$1,000,000 BOP4462976-00 04/26/2019 04/26/2020 Aggregate \$2,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Longest Table event being held 8/22/2019 City of Haverhill is additional insrued with respect to General Liability. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN L'Arche Boston North Inc ACCORDANCE WITH THE POLICY PROVISIONS. 53 Wingate Street AUTHORIZED REPRESENTATIVE

Unine Harsons

Haverhill

MA 01832

### L'Arche Boston North Board of Directors

Office-53 Wingate St. Haverhill, MA 01831 Tel-(978)374-6928 Fax-(978)373-9097 Office@larchebostonnorth.org

### Jennifer Matthews, Executive Director/ Community Leader 978 973-9323

imatthews@larchebostonnorth.org

Chairman
Joseph Kennedy
22 Sherwood Dr.
Bradford, MA 01835
(978) 360-3050 day
(978) 373-0436 home
joe.kennedy@georgetownbank.com
jwk123@comcast.net
Retired Senior Vice President/Chief
Financial Officer, Georgetown

Treasurer
William Oliver
35 Kendall Court
Bedford, MA 01730
781-424-0179
will@wjoliver.com
Business consultant, Professor,
CPA, venture capitalist.

Director
Maureen Costello-Shea
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Raymond, NH 03077
(603) 895-4378 day
(603) 770-0243 cell
mcostelloshea@guildhumanservices.org
Chief Residential Officer
The Guild for Human Service

Vice President
Mary Peters
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Newburyport, MA 01950
978-518-7050 cell
petersmp01@verizon.net
VinFen

Bank

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781-820-2577-Cell
Keatingwe7@gmail.com
CFO- Nexxus Group

Director
John Anton
55 9th Ave
Haverhill, MA 01830
978-994-9270
antonbuz65@gmail.com
Core Member and Legislative
Advocate at Mass State House

Treasurer
Lois Klee
58 Whittier Meadows Drive,
Amesbury MA 01903
<a href="mailto:limacklee@gmail.com">limacklee@gmail.com</a>
Employment Interviewer

Director
Esther Alburquerque
16 Campo Seco Street 2FL
646-240-5300
ealburquerque@lawrence
communityworks.org
Masshire

Director
Lynette McRae
914 Essex Street,
Lawrence MA 01841
978-857-3881
Lynette.t.mcrae@gmail.com
HR- Tallman Eye Associates
Master's Business Management

Director
Thomas Murphy
1 Park Road
Holland MA 01521
978-476-9997-cell
Tmurphy526@hotmail.com
Long-term friend of L'Arche
Theologian, PhD Student @ BC



### Longest Table 2019

### Committee Members

Jennifer Matthews
Executive Director
L'Arche Boston North, Inc.

Melissa Seavey
Events Manager
Greater Haverhill Chamber of Commerce

Ariana Bachman House Manager L'Arche Boston North, Inc Eva Montibello
CEO and Brand Evangelist
Alpha E Consulting

Tammy Gangon
Finance Manager
L'Arche Boston North, Inc.

Michael Conneely Proprietor Peddler's Daughter

Molly Leblanc-Medeiros
Administrative Assistant
L'Arche Boston North, Inc.

Jason Petrou Clean Energy Organics (CEO)

Vanessa Henry
Community Coordinator
L'Arche Boston North, Inc

James Henebry
Assistant Vice President
Haverhill Bank

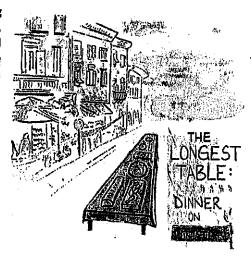
### The Longest Table

### Thursday, August 22, 2019

### Wingate Street

### **Event Concept**

I am proud to announce that L'Arche Boston North will be hosting Haverhill's first-ever Longest Table event on Thursday, August 22nd, 2019 in the Wingate Street Arts District. For one night only, we will transform Wingate Street into a 200ft table where we can all come together for a meal. Longest Table events have been held in numerous cities and neighborhoods around the world and in the US from Tallahassee, FL, to Grand Forks, ND, giving hundreds of neighbors the opportunity to sit down for a meal together and share in conversation about their communities. This year's event will serve as the kickoff to the Greater Haverhill Chamber of Commerce's Restaurant Week, We are excited to partner with the Chamber and to recognize the changing landscape of our local community as it welcomes neighbors of all abilities and new and diverse businesses to our increasingly vibrant downtown. The Longest Table is an opportunity for everyone in Haverhill—new neighbors and pillars of the community—to get to know each other in the best possible way: over a delicious family-style meal!



The Longest Table will benefit L'Arche Boston North, a community where people with developmental disabilities and those who assist them live together as family, sharing daily activities and creating a home together in mutually transforming relationships of kindness and friendship. So much of life in L'Arche takes place around a shared table.

Logistics

Health- All participating restaurants and food vendors are licensed in the State of Massachusetts to prepare/serve food for the general public. All food will be prepared at the participants licensed establishment and transported to the event location using temperature-controlled units. I have communicated a list of restaurants and vendors we have confirmed as of this time to the Health Inspector's office. All but one vendor is in The City of Haverhill. Certifications and licenses are on file with the Health Department. Any vendors from outside of the City will send over their credentials and menu prior to the event for approval from Haverhill's Health Inspector. We will submit a final list of restaurants/ vendors and detailed menus planned for the event to the City no later than 1 week prior to the event. All vendors will have a prep area specific to them. Each area will be equipped with vinyl gloves, a handwashing station (bottled water, basin and soap) and paper towels. Only Serve-safe employees from the participating restaurants/vendors will be preparing or handling food during the event

Security-We have been meeting with members of the Haverhill Police and Fire Department leadership to ensure that The Longest Table is a safe and enjoyable event that brings acclaim to our beloved city. We plan to have three police details, several auxiliary officers, and one fire detail for the duration of the event. The HPD will close the street to traffic beginning at 3pm. HPD will have their mobile command center on site for the event.

We will use this time to transform the event area into an outdoor dining room. We will secure the entire perimeter of the event with 4ft high metal pedestrian barricades that will enclose the entire event area. The barricades will be placed on the street, abutting the sidewalk curb. The sidewalks will remain open and accessible to foot traffic in the area. Tickets to the event must be purchased ahead of time. Pending approval from the liquor licensing commission, Peddler's Daughter is planning to serve beer and wine from their sidewalk bump-out that will be included in the

secured event perimeter. Peddler's will provide TIPS certified staff to ensure that all alcohol is served in compliance with the liquor commissions standards and practices. This is a 21+ event and has been marketed as such. We will have two points of entry/ egress to the event space. At each access point we will have a member of the HPD along with a member of our staff, and a TIPS certified staff member from Peddler's. We will be checking pre-purchased event registration and identification. Once confirmed for entry, participants will be given a conspicuous wristband identifying that they've been granted access to the event and are 21+. Participants will have to show ID and event ticket to gain re entry if they leave the secured perimeter at any time throughout the event.

**Restrooms**- Restrooms are available in the basement of 53 Wingate Street (4) and Peddler's Daughter (2). Event participants will be required to present their ID and ticket info for re entry into the event if they leave the secured perimeter to use the restroom.

**Electrical**- We will coordinate with Robert Pigeon the safest way to provide electrical access to the event for lighting and sound.

**Trash-** We have several Covanta boxes that will be distributed throughout the event area for trash and waste collection. We have confirmed with DPW that they will pick up the Covanta Boxes at the end of the event and will sweep the street following the event.

Music- The event will feature live-music by several local artists. Each artist is responsible for setting up and breaking down their own equipment.

Neighborhood- We have posted notices in all neighboring businesses and residences. We have talked with several of the business owners individually to let them know about the event and street closing.

Street closing beginning as Spm. Direct will re-open at 10 Pm.



Entire Perimeter enclosed : Secured .

will the high professionan barricades

Y Sudewalks: large outy Faving los will
Y Amiliary offices will Provide traffic systems.

### Longest Table Restaurant Participant List as of June 17, 2019

110 GrillLa Pizza Di Forno
Maria's
Casa Blanca's Haverhill
Keon's
G's
Krueger's/ Olivia's
Barking Dog
Peddler's
Queen City Catering (Newburyport)
Hidden Pig
Wicked Big

### Hoverhills Restouront Week Kick Off Event The Longest Toble Fundroiser hosted by L'Arche Boston North



### Featured Restaurants

110 Grill

**Barking Dog** 

Casa Blanca Haverhill

**Queen City Cotering** 

G's

Hidden Pig

Keon's

Krueger's / Olivio's

La Pizza Di Forno

Maria's Restaurant

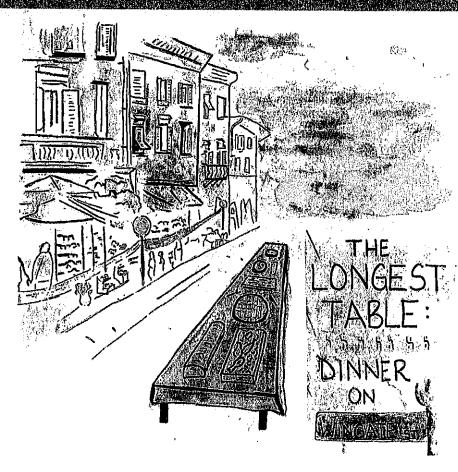
Pearl's Popup

Peddler's Daughter

Wicked Big Cofé

Gold Sponsor





### Thursday, August 22, 2019

Check in: 6PM @ in front of Peddler's Daughter Event Location: Wingate Street, Haverhill

Ticket: \$60. 21+.

Cash Bar hosted by Peddler's Daughter.

Featuring Live Local Entertainment

Visit the web site for weekly updates www.HaverhillEats.com/LongestTable

www.HaverhillEats.com | larchebostonnorth.org









### WINGATES TREET NEEDEN BOOK OF THE ASERTS AND

Dear Friends and Neighbors of Wingate Street,

I am proud to announce that L'Arche Boston North will be hosting Haverhill's first-ever Longest Table event on Thursday, August 22<sup>nd</sup>, 2019 in the Wingate Street Arts District. For one night only, we will transform Wingate Street into a table where we can all come together for a meal. This year's event will serve as the kickoff to the Greater Haverhill Chamber of Commerce's Restaurant Week. We are excited to partner with the Chamber and to recognize the changing landscape of our local community as it welcomes neighbors of all abilities and new and diverse businesses to our increasingly vibrant downtown. The Longest Table is an opportunity for everyone in Haverhill—new neighbors and pillars of the community—to get to know each other in the best possible way: over a delicious meal!

The Longest Table will benefit L'Arche Boston North, a community where people with developmental disabilities and those who assist them live together as family, sharing daily activities and creating a home together in mutually transforming relationships of kindness and friendship. L'Arche Boston North has been a member of the Haverhill community for over 30 years!

### 

The event will take place on Thursday, August 22nd from 6-9pm in the immediate vicinity of Wingate Street between Railroad Square and Peddler's Daughter. We are working with the Haverhill Police Department to close the street the day of the event beginning at 3pm and lasting until 10pm. There will be no street parking allowed. Car will have access to enter/ exit the large parking lot across from Peddler's Daughter.

The event will be 21+ and will feature live music, an auction and dinner provided by many of your favorite local restaurants. Beer and wine will be available for sale by Peddler's Daughter. We have coordinated trash removal as well as police and fire presence to ensure it is a clean, safe and enjoyable event for everyone.

Tickets are \$60.00/ per person and must be purchased in advance.

Only registered individuals and residents will be able to access the immediate street location of the event. Sidewalks will be open and accessible throughout the event.

While we know that any time the street is closed it creates an inconvenience for our neighbors, we hope that this event will benefit not only L'Arche, but the residents and business owners of Wingate Street. If you are a business owner, we invite you to participate in the event through your presence or by opening your business to the 200 attendees. If you are a resident, we encourage you to purchase a ticket and join your fellow neighbors for an evening of fun and conversation!

If you have any questions regarding the event or would like to get involved, please email office@larchebostonnorth.org.

Sincerely yours,

Jennifer Matthews

Link Marthy

Executive Director/ Community Leader

L'Arche Boston North

53 Wingate Street, PO Box 1177 • Haverhill, MA 01831 • (978) 374-6928 • FAX (5,5,5,5)





### Laura Angus

From:

Captain Robert Pistone < rpistone@haverhillpolice.com>

Sent:

Thursday, June 27, 2019 10:01 AM

To: Subject: Laura Angus

Longest Table

Dear Clerk Angus,

Please be advised that the Longest Table event will have to have 4 paid detail officers which are \$46 an hour for a minimum of 4 hours as auxiliary officers are not available for this event. Both ends of the event will be barricaded by a large vehicle (provided by police department) for the safety of the participants. The entire event will have to be barricaded to delineate the alcohol consumption area. There shall be no more than 3 alcohol serving stations. The event organizer will have to have their own personnel check ID's and then issue an easily identifiable wrist band prior to admission into the barricaded area. The event shall be a 21 and over event only since the entire area will be an alcohol consumption area. All servers shall be TIPS certified.

Sincerely,

Captain Robert P. Pistone
Patrol Commander
Haverhill MA Police Department
40 Bailey Boulevard
Haverhill MA 01830

Tel: 978 373 1212 ext. 1568

Email: rpistone@haverhillpolice.com

SMIP 51 FBINA 272







City Clerk's Office, Room 118 4 Summer Street Haverhill, MA 01830 Phone: 978-374-2312 Fax: 978-373-8490 License comm@cityofhaverhill.com www.ci.haverhill.ma.us

### ONE DAY LIQUOR LICENSE

Business/ Organization Informatio	n
Business/Organization Name:	
Address:	
Individual Applicant Informatio	a
Individual's Name: Peter T. Dove	
Home Address: 57 South Kimbau ST	
Telephone: 1-978-204-9730 Cell	
Is the Applicant a US Citizen? Yes ⋈ No □	
E-Mail Address: Hoy 4724 & Comcast. net	·
Event Information	
Date of Event: 8 31 2019	
Start Time: 4.30 PM End Time: 11,00 PM	$\sim$
Location of Event: Winnekenni Castle	
Purpose of Event: Webbing	
Will there be music or entertainment? Yes ₩ No □	
s the event being catered? Yes Y No □	
Name of Caterer: Simply Elegant CATERIA	
Approximate number of People Attending	<u> </u>
Adults: 95 Children: 5	
Type of License (circle one)	
One-Day All-Alcoholic One-Day Beer and Wine Charitable Wine Pouring	Charitable Wine Auction
Alcohol for a one day license cannot be donated. The alcohol mu	(2015年 - 1975年 - 1975年 - 1986年 - 1976年 - 1977年 - 1977年 - 1978年 - 197

cohol must be submitted to the Clerk's Office by 4:00 PM the last business day before the event



City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
<u>License\_comm@cityofhaverhill.com</u>
www.ci.haverhill.ma.us

Where is the liquor being purchased from? See A	ttached paper
	d wholesaler. If the above-listed business is not a
Who will be serving the alcohol? Simply	Elegant CATERING
	nonly referred to as TIPS certified) Please attach a copy of the
certification for each server listed above.	
Please attach a copy of the liquor liability insurance held by t	he server/applicant
If the server does not have liquor liability insurance, then	the application will not be approved
Determination of Lic Is the event held by, or held for the benefit of a business or no	ense Requirements on-profit group?
Y	es No
Business:	□ <b>x</b>
Non-Profit: □	'SC
Will there be a cash bar? 🕱 🗆	
Is there an entrance fee or donation required? $\Box$	
Is the event open to the general public?	
the event.  I certify under the pains and penalties of perjury that the	cil and the Mayor is also required.  tholesaler.  the City Clerk's office no later than 4 pm on the workday before  above information is true and that I will comply with all
applicable Alcohol Control Laws of the State of Massachu Signature:	setts and policies and regulations of the City of Haverhill.
Please contact the City Clerk	s Office for any licensing questions



City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
<u>License\_comm@cityofhaverhill.com</u>
www.ci.haverhill.ma.us

MR 11- 6/13/19 ief of Police Date	8	Centre Commis Re L	word to	7/11/19
y Council (City Property) Date	·	Mayor (City Property)	Date	. :

### Simply Elegant Alcohol Vendors

-Horizon Beverages
-Signature Brands
-Merrimack Valley Distributors
-Seaboard Beverages



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/16/2019

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).

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229 South Main Street  Bradford  MA 01835  Bradford  MA 01836  Bra				
Bardford  MA 01835  Simply Elegant Celering PO Box 1802  Haverhill  Haverhill  MA 01831  MSURER 1. Hartfort Fire & Casually Normanity Insurance Company Haverhill  Haverhill  MA 01831  MSURER 2. Selety Indomnity Insurance Company Haverhill  MA 01831  MSURER 5. Selety Indomnity Insurance Company Haverhill  MA 01831  MSURER 7. HARTFORD MARKED ADDRESS COMPANY HAVE SELECT AND MARKED ADDRESS COMPANY HAVE SELECT AND MARKED AND MARKED ADDRESS COMPANY HAVE SELECT AND MARKED AND MARKED ADDRESS COMPANY MARKED MARKED AND SELECT AND MARKED AND MARKED ADDRESS COMPANY MARKED MARKED MARKED MARKED MARKED AND MARKED ADDRESS COMPANY MARKED MARKED MARKED MARKED MARKED MARKED AND MARKED ADDRESS COMPANY MARKED MARK	(A/C. No. Ext): (970) 572-1334			
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NOMERON   Simply Eligant Catering   PO Box 1902   NAME	NAIC#			
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Haverhill MA 01830 Md./ August				
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### Certificate of Completion

This Certificate of Completion of

### eTIPS On Premise 3.0

For coursework completed on November 15, 2018 provided by Health Communications, Inc. is hereby granted to:

### Stephanie Breen

Certification to be sent to:

Simply Elegant Catering PO Box 1802 Haverhill MA, 01831-2802 USA



his document is not proof of TEPS certification. It signifies only that you have completed the course. Valid certification de



# 

This Certificate of Completion of

eTIPS On Premises<sub>III</sub>

Hor coursework completed on October 14, 2018 is hereby granted to:

### Anne-Marie Driscoll

Certification to be sent to:

Mertimack Valley Events Simply Elegant Catering Haverhill MA, 01835-8202 USA 



# 

For coursework completed on October 13, 2018 provided by Health Communications, Inc. This Certificate of Completion of eTIPS On Premise 3.0 is hereby granted to:

Brian Sawyer

Certification to be sent to:

250 Boxford Rd Haverhill MA, 01835-8202 USA



## De etips on Pres

SSUED: 4/50/2018

Expires: 4/30/2021

Tis online 2 gettips.com

# Dertiticate of Completion

This Certificate of Completion of

eTIPS On Premise 3.0

For coursework completed on May 29, 2018 provided by Health Communications, Inc is hereby granted to:

### Erika DeFeo

Certification to be sent to:

Simply Elegant Catering 210 Howe St Methuen MA, 01844-2108 USA





Z





## Commonwealth of Massachusetts Office of the State Treasurer Alcoholic Beverages Control Commission

### CATERER'S LICENSE

M.G.L. c. 138, § 12C

This License permits the following licensee to: (a) to sell and serve alcoholic beverages to be served and drunk on the premises where the licensee caters a private event that is not open to the public; and (b) to store, transport, sell and deliver alcoholic beverages in the ordinary course of the licensee's business:

Simply Elegant Catering, Inc.

152 Center Street Groveland, MA 01834 Approved by the Alcoholic Beverages Control Commission on November 02, 2018.

HMM. Pringer Jean Lorizio, Chairman

Bling WITH A Hack Wag— Elizabeth Lashway, Commissioner

Tathler Mc Mally Commissioner

License Number: CR-LIC-000053

Record Number: 2018-000046-CR-REN

THIS LICENSE WILL EXPIRE DECEMBER 31, 2019 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ





### City of Haverhill

MAY 1 6 2019

Date:
-------

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 Coin-ops
Pinball Machine:	
Other:	- 100.00 permachen
Effective Date:	Expiration Date: December 31, 20
NEW RENEWAL	Fee: 7300.00
Vendor's Name: <u>Seacoas</u>	T AMUSEMENT
Vendor's Address: <u>45 しみFA</u>	EXPETTE ROAD, HAMPTON, N.H. 03842
Business Name: <u>ART's</u> P	IZZA SUBS AUD ICE CREAM
	MALU ST BRADRORD, MA. 01835
Owner's Name: <u>ARISTED (</u>	S PARDALES
Recommendation by Police Chief:	Approved 1 Denied
Police Chief	
n Municipal Council,	
Attest:	
City Clerk	

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

-Please complete back of this application-





olice Chief

### Taxi License - Ch.230 sec.1-26

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive taxi license(s) Place of business being: Name of Business: Applicant: Applicant phone number: Any driver of vehicle(s) must provide name, address, DOB, Office use only New/Renew (circle one) License Expiration: April 30, 20 Fee: \$100 per vehicle - annual fee (May 1 to April 30) No. of Vehicles: 19 Registration # of vehicles (photocopies of actual registrations must be provided to Clerk's office): In Municipal Counci Attest: Çity Clerk Approve\_

Haverhill City Code: Chapter 230 Sec. 1-26 - May 1st license renewal

Denied

Please complete back side of this application

### City of Haverhill Limousine/Livery License

(11.5.21.1) Liven Vehicle

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a Limousine/Livery License -

ine undersigned re	spectrumy asks that hersite may receive a Limoushier Livery License -
Place of business b	
Name of Business:	Callohan Transportation
Address: 574	Callahan Transportation non-1 Auc Braskers, pur 01835
Applicant:	Nauren Callahan
5,550 (6,500 ft )	(환경도 5년) 후 발표하다 : "대한민국 : "대한민국 : "대한민국 : "대한민국 : "대한민국 : "대한민국 : "대한민국 : "대한민국 : "대한민국 : "대한민국 : "대한민국 : "대한민국
Applicant phone n	imber: 781-249-0877
Zoning Approval Le	tter received (must have approval from building department):
Business Certificate	# and expiration date: # /35 20 Exp /-29-2023
Haverhill,	MAY <b>0 3 2019</b>
Office use only	
New (Renew) (circle	
Fee: \$100 per vehic	e annual fee
No. of Vehicles:	Distriction of the second of the second of the second of the second of the second of the second of the second
Registration # of ye	nicles (photocopies of actual registrations must be provided to Clerk's office):
Regi LV	Soldz (Livery)
In Municipal Counci	
in wancipal counci	,,20
Attest:	City Clerk
Approve <u></u>	
Denied	
	Police Chief
Hayorbill City Code	
naverniii City Code:	Chapter 230 Sec. 26, 27, 33

Please complete back side of this application



W.G. Chapter 90 Section 245 makes it a crime to after this certificate												
PLATE TYPE	REGISTRATION NUMBER	REGISTRATION T	PE	EFFECTIVE DATE		EXPIRES	11 - 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	MONTH	YEAR	TRANSAC	TION NUMBER	
LVN	LV50142	I	IVERY	03/01	/19	LAST DAY OF	<del></del>	02	21	0	2903101	
MFRS MODEL YEA	AR MAKE	MODEL	BODY STYLE/TYPE	COLOR			Not va	lid witho	ut officia		IF VEHICLE CARRYING	TOTAL REGISTERED WEIGHT FOR A
2018	LINC	MKT	SUV		BLACK		signature of Registrar				PASSENGERS FOR HIRE:	COMMERCIAL VEHICLE OR TRAILER.
VEHICLE IDENTIF	ICATION NUMBER	INSURA	ICE COMPANY		TITLE NU	MBER	REGISTRAR	3 .			MAXIMUM NUMBER OF	
2LMH	J5NK8JBL02	241   P	LYMOUTH ROC	K ASSU	B	U505020	di	1	, C. Yuvir.		PASSENGERS THAT CAN BE	
RESIDENTIAL A	ADDRESS (IF DIFFEREN	T)					Cu	υ <i>C</i> .		<i>ry</i> _	SEATED.	
ļ		•			•					0	05	
NAME(S) OF OWN	IER(S) AND MAILING ADDRE		· · · · · · · · · · · · · · · · · · ·				FEES					
	րիկրիկը	նովեուկԱլիի	եարուկիկիկիկ				REGISTRATION			90.00		
	015105	******AUTO	*5-DIGIT 01830					TITLE 0.00			.00	
	CALLAHAI	N, MAUREEN N	1				SPECIAL PLATES			0.00		
	57 LAURI		1077				SALES TAX				0.00	
	BRADEOR	D MA 01835-7	270		•			•	TOTAL			0.00
		REGIST	TTS DEPARTN RY OF MOTOR database constitute	VEHICLE	S DIV	ISION						
SPECIAL MESSA			NEWLY ACQUIRE	•	CH	HANGE OF AUDRESS		· .			· · · · · · · · · · · · · · · · ·	
	DAYS OF R	EGISTRATIO	4.		ST	REET ADDRESS	-		•			
					-		<u></u>					
					<del> </del>	TY, STATE, ZIP CODE		·				<del></del>
L			1	1\$			- 0					
			Important	ıntormat	non i	ior venicie	e ww	ners				

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.mass.gov/rmv. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- · Cancel the registration plates if:
- The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the Bill of Sale, Title, and completed Reassignment of Title for your records to document the transfer.
- You move to another state and you register the vehicle in that state.
- The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.
- No Insurance Card Required: Massachusetts's law does not require an insurance card. The law, M.G..L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle insurance policy or bond for bodily injury coverage and property damage insurance. An insurer is required by law to electronically notify the RMV if coverage lapses. The vehicle owner is then notified by the BMV to obtain new insurance within 10 days on the registration will be reveked Bonds are filed with the State Treasurer's Office.
- Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration section on the RMV's website at www.mass.gov/rmv for more information.

### PLATE DECAL APPLICATION INSTRUCTIONS

- 1. Gently peel the decal from the form.
- 2. Place the decal on the rear plate in the top right corner next to the word Massachusetts.
- 3. Firmly rub the decal to adhere it to the plate.

For best results, bring decal to room temperature before affixing to the plate.

The best way to renew your registration is online at www.mass.gov/rmv

### City of Haverhill

### Limousine/Livery License

" SAMPLE CONTROL OF THE PERSON NAMED IN	والمحافظة والمعافظة والمواوي	معادة والمعادة والمعا	المستا فيمارين غير ر	
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/,				, Art .
- Anna Salaman Salaman				

Honorable Freshaent and W	embers of the mavernin city council.	1 Vehicle
The undersigned respectful	ly asks that he/she may receive a Limousine/Livery Licen	se -
Place of business being:		<b>&amp;</b>
Name of Business:	He castle Transportati	827
Address: 18 Cup	He Castle Transportations Circle Hovering, made	7/832
	is RB. Kordula	44
· · · · · · · · · · · · · · · · · · ·	857.888-1603	
Salar Control of Contr	ived (must have approval from building department);	
	xpiration date: 単 /3/32 2 「反p	9-13-2021
Haverhill, App 9	And the second representation of the second r	
	5-2013 , 20	
Office use only		
New Renew (circle one)		
Fee: \$100 per vehicle – annu	al fee a second	
No. of Vehicles:		
	otocopies of actual registrations must be provided to Cla	erk's office): V
MA Regilver	or (mach)	<i>2</i>
In Municipal Council,		, 20
Attest:		City Clerk
Approve		2/1
Denied		
	Delle N	Police Chief
Haverhill City Code: Chapter 2	230 Sec. 26, 27, 33	7

Please complete back side of this application



### CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

**RMV Division** 

PLATE TYPE	REGISTRATION NUMBER	REGISTRATION TY	PE É	FFECTIVE DATE		EXPIRES		MONTH	YEAR	TRANSAC	TION NUMBER	
LVN	LV68703	I	IVERY	04/01	/19	LAST DAY OF	->	0.3	21	1		1293091
MFRS MODEL YEAR	MAKE CHEV	MODEL SUBURB	BODY STYLE/TYPE SUV	COLOR	BI.A	CK	* \$175,000 miles 100,000 miles	AND DESCRIPTION OF THE PARTY OF	out officia Registra	al .	IF VEHICLE CARRYING PASSENGERS	TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE
VEHICLE IDENTIFICA 1GNSKI	TION NUMBER IKC 6HR277		CECOMPANY SAFETY INSURI	ANCE	TITLE NU		HEGISTRAR				FOR HIRE: MAXIMUM NUMBER OF PASSENGERS	OR TRAILER
	DRESS (IF DIFFEREN				£		Cu	s C.	DWL	ny	THAT CAN BE, SEATED.	
NAME(S) OF OWNER	006082 KORDULA, 18 CHRIS HAVERHII	MARCOS PB ETIAN CIR L MA 01832-					FEES	TITLE SPEC SALES	IAL PLATES		0	0.00 0.00 0.00 0.00
	1.60	REGISTI	ITS DEPARTME RY OF MOTOR V latabase constitute the	EHICLES	DIV	SION						
	MUST BE IN		THIN SEVEN (7)	IT	STA	NIGE OF ADDRESS  JEET ADDRESS  K STATE, ZIP CODE					WASHING THE STREET	

### Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.mass.gov/rmv. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- Cancel the registration plates if:
- The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the Bill of Sale, Title, and completed Reassignment of Title for your records to document the transfer.
- You move to another state and you register the vehicle in that state.
- The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.
- No Insurance Card Required: Massachusetts's law does <u>not</u> require an Insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle insurance policy or bond for bodily injury coverage and property damage insurance. An insurer is required by law to electronically notify the RMV if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- <u>Transferring Your Plates:</u> Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration section on the RMV's website at <a href="https://www.mass.gov/rmv">www.mass.gov/rmv</a> for more information.

### PLATE DECAL APPLICATION INSTRUCTIONS

- 1. Gently peel the decal from the form.
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For best results, bring decal to room temperature before affixing to the plate.

<u>6</u>7

### City of Haverhill

### (11.5,21,3)

### License

Honorable President and Members of the Haverhill City Council:
The undersigned respectfully asks that he/she may receive a Chair Cars
Place of business being: Haverhill Ma
Name of Business: Central wheelchair & ban Transportation
Address: 142 ESSEX St Haverhill Ma The
Applicant: Phil Rice LV80885
200 3011 01100 62 13 118
Business Certificate # and expiration date:
Haverhill, APR 29 2019
Office use only  New Renew (circle one)  Fee: 100.00
In Municipal Council,
Attest:  Approve  Denied  Police Chief
(If needed, other Dept. Signoff)



### **DOCUMENT**

### CITY OF HAVERHILL

In Municipal Council

(13,1)

XONDERED

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

APPROV	/ED	as	to	lega	lity:

City Solicitor



# 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**

File 10 days

### CITY OF HAVERHILL

In Municipal Council

(13,2)

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



# 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**

File lodays

#### CITY HAVERHILL OF

In Municipal Council

**CHAPTER 240** 

MUNICIPAL ORDINANCE KOHKINERNEDY

> 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:

In front of No. 157
Franklin Street
Except for two
24 hour handicap
parking spaces.

**LOCATION** 

REGULATION

No Parking

HOURS/DAYS

24 Hours

APPROVED as to legality:

City Solicitor



# 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 2 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 OF HAVERHILL

ASSESSORS OFFICE – ROOM 115 Phone: 978-374-2316 Fax: 978-374-2319 Assessors@cityofhaverhill.com (14,1)

June 28, 2019

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Christine Webb, MAA

Assessor

# Transaction Summary All Years City of Haverhill

9:17:58AM 7/9/2019

All Entry Date range 06/01/2019 through 06/30/2019 for Abatements

-			•	3	)							
	Tax	Interest	Fees	Tax	Interest	Fee		Refund				
Totals	Paid	Paid	Paid	Reversals	Reversals	Reversals	Refunds	Reversals	Abate	Exemp	Adjust	Transfers
Motor Vehicle Excise Tax	00.00	00:0	0.00	0.00	0.00	0.00	0.00	0.00	1,100.85	0.00	0.00	0.00
2017 Motor Vehicles	0.00	00.00	0.00	00.00	0.00	00.00	0.00	0.00	1,100.85	0.00	0.00	0.00
2017	0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100.85	0.00	0.00	0.00
Motor Vehicle Excise Tax	00.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	500.30	0.00	00.00	0.00
2018 Motor Vehicles	0.00	00.00	0.00	0.00	0.00	00.00	0.00	0.00	500.30	0.00	00.00	0.00
2018	00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.30	0.00	0.00	0.00
Motor Vehicle Excise Tax	00.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	29,262.08	0.00	00'0	0.00
2019 Motor Vehicles	0.00	00.00	0.00	0.00	0.00	00.00	0.00	0.00	29,262.08	0.00	00.00	0.00
2019	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,262.08	0.00	0.00	0.00
Report	00.0	00.0	0.00	0.00	0.00	0.00	0.00	0.00	30,863.23	0.00	0.00	0.00
		-		Total /	Total All Charges		30,8	30,863.23				

Total All Charges: Add all columns except Adjustments.

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

July 15, 2019

TO: Members of the City Council:

Council President Michitson wishes to recognize the extraordinary efforts by Keith Boucher and team.

Louncil President John A. Michitson

(16,1)

CITY HALL, ROOM 204 4 SUMMER STREET

TELEPHONE: 978 374-2328 FACSIMILE: 978 374-2329

www.haverhillma.gov citycncl@cityofhaverhill.com

(16,2)

#### **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

CITY HALL, ROOM 204 4 SUMMER STREET

TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycncl@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>.

Michitan Co

City Council President John Michitson



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

CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329

www.haverhillma.gov citycncl@cityofhaverhill.com

July 15, 2019

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

Councillors Sullivan and Barrett request a discussion with VINFEN Corporation and the Haverhill Police Department regarding a serious incident that occurred in the neighborhood of the 20 Westland Terrace group home on July 5, 2019, as well as what steps are being taken to better supervise the residents and reduce the number of police calls to the residence.

City Councillor Thomas J. Sullivan

City Councillor Melinda E. Barrett

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

**4 SUMMER STREET** TELEPHONE: 978 374-2328 FACSIMILE: 978 374-2329

www.haverhillma.gov citycncl@cityofhaverhill.com

CITY HALL, ROOM 204

July 15, 2019

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

Councillors Barrett and Jordan request to discuss firefighters staffing and other concerns.

City Councillor Timothy Jordan

(16,5)

#### **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

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

July 19 2018

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

Communication from Councillor Barrett to discuss FCC's proposed order to reduce cable revenues to Cities and Towns.

City Councillor Melinda Barrett



Massachusetts Municipal Association

The Voice of Cities and Towns

## FCC Releases Draft Report and Order on Cable **Franchising**

- The FCC's Proposed Order would Reduce Cable Revenues to Cities and Towns, and Threaten PEG Station Funding •
  - Please Submit Comments to the FCC's Docket by Thursday, July 25 to Record Your Opposition to the Proposed Order •

July 18, 2019

Dear Melinda Barrett,

The FCC has released a proposed "Third Report and Order" related to cable franchise agreements and fees, in advance of a planned vote by the Commissioners at their August 1st meeting.

The FCC's proposed order would dramatically reduce cable franchise fee revenue to cities and towns, and also restrict municipal authority regarding use of public rights-of-way by cable companies.

So far, almost 2,000 Massachusetts individuals, community media centers, elected officials, local officials, and non-profit organizations representing different ethnic, religious, arts, cultural, economic development, and educational stakeholders have responded in the docket expressing their opposition to the proposed rulemaking.

The MMA has also expressed grave concerns with the FCC's proposal to preempt municipal authority, including a letter submitted this week in response to the FCC's latest draft.

Please click here to see a copy of MMA's July 17, 2019 letter to the FCC

#### The FCC's Third Report and Order would do the following:

- Allow cable operators to deduct certain "in-kind" contributions from the 5 percent franchise
  fee cap set by federal law. Currently these in-kind contributions are in addition to the basic
  franchise fee in each contract. Going forward, the FCC would allow cable operators to count
  these costs toward the 5 percent.
- In-kind contributions are defined by the FCC as any non-monetary contribution related to the provision of cable services provided by cable operators as a condition or requirement of a local franchise agreement, including but not limited to free or discounted cable service to public buildings, costs in support of PEG access other than capital costs, and costs attributable to the construction of I-Nets. It does not include the costs of complying with the terms of the franchise agreement that are an essential part of the provision of cable service to subscribers, such as build-out and customer service requirements.
- This is a radical change, undermining decades of common interpretation and implementation of federal law. While this order is considered to be prospective, meaning that cable operators cannot recoup past franchise fee payments, the FCC would apply it to existing franchise agreements. This is startling, because the FCC is attempting to overtly interfere with long-term contracts freely and consensually negotiated between two parties. The FCC order would ignore the entire negotiation process, tip the scales, and give industry an unearned financial benefit.
- After the effective date (several months after the final order is published in the Federal Register), a cable operator will be able to request modification of an existing franchise agreement to conform with this Order, and cities and towns will have 120 days to make a final decision about the request. If the community rejects or disputes the value the cable operator assigns, the cable operator may bring suit.
- The loss of revenue triggered by the FCC Order would force municipalities to either divert resources away from core municipal and school services in order to maintain existing PEG programming, suffer a dramatic reduction in the scope of PEG channels, or lose them altogether. Additionally, some costs such as I-Net capacity costs and access channel costs are already passed along to subscribers by the cable operators. Allowing these companies to then deduct the fair market value from the franchise fee would create a windfall, essentially allowing them to double-recover.
- This ruling is prospective, and thus cable operators may only count ongoing and future inkind contributions toward the 5% franchise fee cap after the order is effective.
- However, the FCC would preempt and supersede any existing provision of any cable franchise agreement is inconsistent with this Order.
- In addition, the Order would prohibit and preempt Massachusetts cities and towns from
  using their cable franchising authority to regulate or charge for non-cable services offered
  by cable companies, including the use of public rights-of-way for non-cable equipment and
  services. This includes the ability to impose any fees or to require service quality or
  performance standards for the provision of information services via cable systems.

#### Please record your opposition to the FCC's proposed order by July 25;

At this stage it appears unlikely that the FCC will change its mind and reverse course. However, it is very important that cities and towns and key stakeholders record their objections in the official record. That is because litigation will certainly result from this order, and it will be important to show that the FCC is ignoring the legitimate public interests that would be harmed by the Order.

There is a very short comment period. Official submissions to the docket will only be accepted until 5 p.m. on Thursday, July 25. Please submit your comments into the docket detailing your community's opposition before the deadline.

#### How to file with the FCC (it's easy):

Step 1: Address your letter as follows:

#### VIA ELECTRONIC FILING

Ms. Marlene H. Dortch, Secretary Federal Communications Commission 445 12th Street, SW Washington, District of Columbia 20554

RE: Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, Third Report and Order - MB Docket No. 05-311

Dear Ms. Dortch.

(Insert the text of your letter – you can use the MMA's letter (link above) as a guide and add your own examples of the impact on your PEG stations or your revenue).

Step 2: When you have an electronic (PDF or Word) version of your letter ready, go to the following site: https://www.fcc.gov/ecfs/filings

Step 3: Once you are on the site, type in "05-311" in the first box ("Proceeding(s)")

Step 4: Fill out the required fields with your name, address and contact info

Step 5: Upload your letter as instructed - that's it!

## Please Submit Comments to the FCC's Docket by

# Thursday, July 25 to Record Your Opposition to the FCC's Proposed Order – Thank You!!!

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

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

1616

4 SUMMER STREET TELEPHONE: 978 374-2328 FACSIMILE: 978 374-2329

www.haverhillma.gov citycncl@cityofhaverhill.com

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

CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.haverhillma.gov
citycncl@cityofhaverhill.com

July 15, 2019

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

Councillor Michael McGonagle would like to refer a request from 109 the Gallery Barbershop on Essex Street for two 30 minute parking spaces on Locke Street to the Traffic & Safety Committee.

City Councillor Michael McGonagle

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

July 17, 2019

Mr. President and Members of the City Council:

City Councillor William J. Macek

Council Macek requests a discussion regarding lightning rod legislation.

CITY HALL, ROOM 204 4 SUMMER STREET TELEPHONE: 978 374-2328 FACSIMILE: 978 374-2329

www.haverhillma.gov citycncl@cityofhaverhill.com

(16.9)

#### CITY COUNCIL

JOHN A. MICHTISON
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

CITY HALL, ROOM 204 4 SUMMER STREET TELEPHONE: 978 374-2328 FACSIMIE: 978 374-2329

www.d.haverhill.ma.us citycncl@cityofhaverhill.com

July 19 2018

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

Communication from Councillor Jordan to introduce Gretchen Arntz of Emmaus, Inc. to discuss Emmaus's Cycle for Shelter being held this Sunday July 28th.

City Councillor Timothy Jordan

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

CITY HALL, ROOM 204 4 SUMMER STREET TELEPHONE: 978 374-2328

FACSIMILE: 978 374-2329 www.haverhillma.gov citycncl@cityofhaverhill.com

July 17, 2019

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

Councilors Jordan & LePage wish to discuss the recent Joint Facilities Committee meeting and the need to hire the recently approved HVAC worker with joint responsibilities to the school department and the City.

(16,11.)

#### CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
THOMAS J. SULLIVAN
VICE PRESIDENT
JOSEPH J. BEVILACQUA
MELINDA E. BARRETT
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CITY OF HAVERHILL

CITY HALL, ROOM 204 4 SUMMER STREET

Telephone: 978 374-2328 FACSIMILE: 978 374-2329 www.d.haverhill.ma.us citycncl@cityofhaverhill.com

July 18 2018

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

Councillor Joseph Bevilacqua requests a discussion regarding Apollo 11's  $50^{th}$  Anniversary and a challenge opportunity now for Haverhill.

City Councillor Joseph Bevilacqua



CITY HALL, ROOM 204

#### **CITY COUNCIL**

JOHN A. MICHITSON
PRESIDENT
THOMAS J. SULLIVAN
VICE PRESIDENT
JOSEPH J. BEVILACQUA
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MICHAEL S. MCGONAGLE



4 SUMMER STREET TELEPHONE: 978 374-2328 FACSIMIE: 978 374-2329 www.d.haverhill.ma.us citycncl@cityofhaverhill.com

CITY OF HAVERHILL

July 19 2018

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

Councillor Joseph Bevilacqua requests to introduce the request of Brenda Connolly for a No Passing Sign on Main Street, northbound by Smiley School.

City Councillor Joseph Bevilacqua

(6,13)

#### 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
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CITY OF HAVERHILL

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

July 19 2018

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

Communication from Councillors LePage, Michitson and Jordan requesting a discussion on reducing the exposure of persons under 21 years of age to outdoor advertising (billboards) of marijuana products as well as zoning regulations pertaining to smoke and/or vapor stores in Haverhill.

City Councillor Colin LePage

City Council President John Michitson

City Councillor Timothy Jordan

#### **SOMERVILLE, MA – CODE OF ORDINANCES**

#### Sec. 12-21. - Regulating billboards and other forms of outdoor alcohol advertising.

## SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

The primary purposes of this section is to promote the welfare and temperance of persons under 21 years of age by reducing their exposure to certain publicly visible advertisements of alcoholic beverages and to promote wholesome, family-oriented social settings when children are present that reject the purchase, consumption or possession of alcoholic beverages by persons less than 21 years of age.

(Ord. No. 2008-04, 3-27-2008)

#### Sec. 12-22. - Definitions.

## SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

Alcoholic beverage means alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Alcoholic beverage outdoor advertisement means any sign, poster, placard, device, graphic display, or any other form of advertisement bearing a word, mark, description, or other device that is used to advertise an alcoholic beverage or the business of a person who manufacturers, sells, or distributes an alcoholic beverage in publicly visible locations. "Alcoholic beverage outdoor advertisement" does not include (i) advertisements inside licensed premises, (ii) any advertisement that contains the name or slogan of the licensed premises that has been placed for the purpose of identifying the licensed premises, (iii) any neon or electronically charged sign, if otherwise allowed by the Somerville Zoning Ordinance, on licensed premises that is provided as part of promotion of a particular brand of alcoholic beverage, (iv) any advertisement on property adjacent to an interstate highway, (v) advertisements appearing on radio or television, or (vi) advertisements in a public vehicular conveyance for hire, on a race car while participating at a professional racing event or at a permanent motorized racetrack facility, on a boat participating in a racing event or a boat show, on an aircraft, on a bicycle or on the clothing of a member of a bicycle team participating in an organized bicycle race, or in a newspaper, magazine, or other literary publication published periodically. For the purpose of this definition, the word "sign," with respect to a retailer, does not include an identifying label affixed to a container as authorized by law.

Publicly visible locations include, but are not limited to, outdoor billboards, awnings, electric signs, sides of buildings, screens, benches, barriers, stages, fences, signs attached to poles, posts or other figures, and freestanding signboards, wherever located, whether indoor or outdoor, however manufactured, and comprising whatever materials.

(Ord. No. 2008-04, 3-27-2008)

#### Sec. 12-23. - Alcoholic beverage outdoor advertisements.

## SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

(a)

No person or business entity may erect or maintain an alcoholic beverage outdoor advertisement within 500 feet of any public playground, private playground, playground area in a public park, elementary school or secondary school, place of worship, or childcare facility.

Any person or entity seeking to place an alcoholic beverage outdoor advertisement within the 500-foot limit established in subsection (a) may apply for an exemption with the City of Somerville in which the exemption would apply. The City of Somerville shall grant the exemption if the applicant demonstrates that the 500-foot limit denies the applicant a reasonable opportunity to communicate truthful information regarding alcoholic beverages to adult consumers who reside and work in the City of Somerville. In determining whether the applicant has been denied such an opportunity, the City of Somerville may consider: (1) potential locations for outdoor advertising that are outside the 500-foot limit and the percentage of the adult population that resides or works in these areas; (2) the availability of other forms of advertising to reach adult audiences and their relative cost; (3) the extent to which adults within the City of Somerville are familiar with the applicant's alcoholic beverage products; (4) any advertising practices codes with which the applicant voluntarily has agreed to comply; (5) any other relevant evidence.

(c)

No person may place any advertisement of any alcoholic beverage product on any property owned or controlled by the City of Somerville.

(d)

Every agreement for lease to a private party of property owned or controlled by the City of Somerville shall include a provision prohibiting the placement on such property of any advertisement for any alcoholic beverage product.

(Ord. No. 2008-04, 3-27-2008)

#### Sec. 12-24. - Public service advertising.

## SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

This statute shall not be construed to prohibit the display of public service messages designed to communicate the hazards of alcoholic beverages or to encourage minors to refrain from consuming or purchasing alcoholic beverages. However, this section shall not be construed to permit such a message when it is made in conjunction with the positive display of a representation, image, artwork, photograph, logo, graphic, device, display, regalia, insignia, indicia, design, slogan, trade name, brand name, product name, permittee or licensee name used for marketing or promotion of alcoholic beverages.

(Ord. No. 2008-04, 3-27-2008)

#### Sec. 12-25. - Enforcement.

## SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

The provisions of this section shall be enforced by the inspectional services division by a noncriminal disposition pursuant to G. L. c. 40, s. 21D. Each violation shall be deemed a separate offense. Fines are specified in section 1-11(b) of this section. Nothing in this provision shall be deemed to limit the use of other lawful methods of abating violations of this section, including but not limited to application for equitable relief from a court of law. The city may seek costs and attorney's fees from a court of competent jurisdiction for any enforcement action taken.

(Ord. No. 2008-04, 3-27-2008; Ord. No. 2008-06, 4-24-2008)

#### Secs. 12-26—12-45. - Reserved.

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

CITY HALL, ROOM 204 **4 SUMMER STREET** TELEPHONE: 978 374-2328 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.

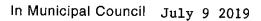
City Councillor Mary Ellen Daly O'Brien



**DOCUMENT** 

29-R

#### CITY OF HAVERHILL





MUNICIPAL ORDINANCE

CHAPTER 240

An Ordinance Relating to Parking
(46 Newcomb 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

46 Newcomb Street

No Parking

24 Hours

In front of No. 46
Newcomb Street except
For 1-24 Hour handicapped
Parking space at No. 46

APPROVED as to legality:		
City Solicitor		
PLACED ON FILE for at least Attest:	10	days
City Clerk		-



# Haverhill

Economic Development and Planning

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

June 26, 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 46 Newcomb Street

Dear Council President:

As per your request dated, June 26, 2019; I am submitting a Municipal Ordinance that will delete handicap parking at <u>46 Newcomb Street</u>.

Sincerely,

Economic Development and Planning Director



#### DOCUMENT 29-S

#### CITY OF HAVERHILL

In Municipal Council

July 9 2019

(17.8)

**SYNDYKKK** 

MUNICIPAL ORDINANCE

CHAPTER 240

An Ordinance Relating to Parking (32 Verndale 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:

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REGULATION

HOURS/DAYS

32 Verndale Street

No Parking

24 Hours

In front of No. 32 Verndale Street except For 1-24 Hour handicapped Parking space at No. 32

PLACI	ED	ON	FILE	for	at	least	10	day
Atte	est	::						
j								
City	C1	.erk	τ.					

APPROVED as to legality:
,
City Solicitor



# Haverhill

Economic Development and Planning Phone: 978-374-2330 Fax:978-374-2315

June 26, 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 32 Verndale Street

Dear Council President:

As per your request dated, June 26, 2019; I am submitting a Municipal Ordinance that will delete handicap parking at <u>32 Verndale Street</u>.

Milliant

William Pillsbury, Jr.

Economic Development and Planning Director

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

May 3, 2019

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

Councillor Melinda Barrett would like to introduce communication from Legislative Delegation concerning the Bradford Layover Station and seeks Council endorsement.

Melwls Berrett City Councillor Melinda Barrett

IN CITY COUNCIL: May 7 2019 POSTPONED TO JUNE 4 2019

Attest:

City Clerk

INCCITY COUNCIL: June 4 2019 POSTPONE TO JULY 23 2019

Attest:

City Clerk

CITY HALL, ROOM 204
4 SUMMER STREET

TELEPHONE: 978 374-2328 FACSIMILE: 978 374-2329 www.haverhillma.gov

citycncl@cityofhaverhill.com



## THE GENERAL COURT OF MASSACHUSETTS STATE HOUSE, BOSTON 02133-1053

May 1, 2019

Steve Poftak, General Manager Massachusetts Bay Transportation Authority 10 Park Plaza, Suite 4510 Boston, MA 02116

Subject: Bradford Layover Station Relocation Request

Dear General Manager Poftak,

First, we would like to thank you for your continued efforts to resolve the environmental and health issues associated with the Bradford layover station in the City of Haverhill.

For over two decades, the residents of the Bradford neighborhood adjacent to the layover station have faced health risks associated with the idling of trains. We are certain that we the undersigned and the affected residents have done all we can to work with Keolis to mitigate the public health impacts, and we can substantiate that Keolis has not been proactive in trying to prevent unnecessary idling. Continued idling poses a significant and documented risk for all who live in the neighborhood.

We write today to request the relocation of the Bradford layover station to a different location in Haverhill further from residential areas. We have inspected a possible location near the New Hampshire border located at the following addresses:

- → 1451 Hilldale Avenue a vacant 3.48-acre parcel with a market value of \$470,000
- → 1445 Hilldale Avenue an adjoining vacant 5-acre parcel containing an industrial storage building with a market value of \$980,000

This location presents not only an opportunity to mitigate the above health concerns, but also an opportunity for the MBTA to expand its ridership in this area by providing the residents of both Massachusetts and New Hampshire with a public transit option convenient to Interstate 495.

We respectfully request that the MBTA include funding in its Capital Investment Plan to purchase these vacant parcels to facilitate the relocation of the Bradford layover station.

Thank you for your time and attention to this matter. Please do not hesitate to reach out if there is any way we can be helpful regarding this opportunity.

#### Most Sincerely,

Linda Dean Campbell
State Representative
15<sup>th</sup> Essex District

Lenny Mirra State Representative 2<sup>nd</sup> Essex District Andy X. Vargas
State Representative
3<sup>rd</sup> Essex District

Christina A. Minicucci State Representative 14<sup>th</sup> Essex District From: "Campbell, Linda D. - Rep. (HOU)" < Linda.Campbell@mahouse.gov>

Date: May 2, 2019 at 5:27:18 PM EDT

To: J Michitson < michitson@mitre.org >, "mbarrett@cityofhaverhill.com" < mbarrett@cityofhaverhill.com >

Cc: "mayor@cityofhaverhill.com" < mayor@cityofhaverhill.com>, "McGahie, Brian (HOU)"

< Brian McGahie@malegislature.gov>

Subject: Bradford Layover Station Relocation: Sign-On Letter

Dear President Michitson and Councillor Barrett,

Thank you for your prompt attention to the sign-on letter I sent earlier regarding the Bradford layover station relocation request. I greatly appreciate your leadership on this issue and would appreciate your assistance in garnering signatures from your fellow Council members. The MBTA has asked for this letter as soon as possible so that they can begin investigating the request, so we are hoping to submit it by the end of this week.

Please don't hesitate to reach out to either myself or Brian McGahie in my office (brian.mcgahie@mahouse.gov, 617-722-2380) with any questions.

Most Sincerely,

( Campbell

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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citycncl@cityofhaverhill.com

# CITY OF HAVERHILL HAVERHILL, MASSACHUSETTS 01830-5843

The Haverhill City Council unanimously endorses the relocation of the Bradford MBTA Layover Station to another location in Haverhill.

John A. Michitson, President

Vice-President Thomas J. Sullivan

Councillor Timothy J. Jordan

Councillor William J. Macek

Councillor Melilida E. Barrett

Councillor Mary Ellen Daly O'Brien

Councillor Colin F. LePage

Councillor Michael S. McGonagle

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 HALL, ROOM 204 4 SUMMER STREET

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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

#### **DOCUMENTS REFERRED TO COMMITTEE STUDY**

38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City 9/6/16, 11/316, 1/17	A & F 7/17, 5/11/17,	
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Outreach	3/6/19 4/5/16 1/31/17
26E	City of Haverhill – Mayor's Recommendations, Capital Improvement Program – 2016-2020 11/3/16, 5/11	A & F /2017, 7/25/1	
10-B	Communication from President Michitson asking to request from Mayor status of facility Citizen improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)		3/6/19
10 <b>-</b> U	Communication from President Michitson requesting discussion on next steps to provide comprehlong range plan for Haverhill  Citizen C	ensive Outreach	1/31/17 1/31/17
58-G	Communication from President Michitson requesting to present an update on the meeting Public with group homes stakeholders to address severe problems in Haverhill	Safety	7, 4/23/18 5/2/17
7-M	Communication from Councillor Daly O'Brien re: street parking change after storms by Citiz providing alternate street parking the night after storm to improve plowing & clearing in inner city	en Outreach streets	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	ic Safety	3/20/18
82	Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking – Fees, Rate and Terms	A & F	1/23/19 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 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

## **<u>DOCUMENTS REFERRED TO COMMITTEE STUDY</u>** (cont.)

20-B	Communication from Mayor Fiorentini submitting the Haverhill Public Library Parking Study  P & D  Draft Technical Report	3/12/19
38-I	Communication from Councillor Macek to refer City's Ch. 255 – Zoning, Article XVIII, Solar A & F Energy Systems, Sec. 255-185 thru 255-194 to Administration & Finance Committee	3/12/19
13-Y	Communication from Councillor LePage to discuss accounting of revenue funds received from A&F Licensed Marijuana establishments & their allocation to mitigate costs and impacts to city	3/12/19
38-J	Communication from Councillor Macek requesting a discussion about reserve parking spaces at NRPP City Hall designated for Registry of Motor Vehicles	3/19/19
38-K	Communication from Councillor Macek requesting to discuss solar panels on proposed commercial A&F buildings	3/19/19
38S	Communication from Councillor Bevilacqua regarding construction vehicle parking in Washington P & D St. Historic District lots and on-street parking	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.	4/2/19
38X	Communication from Councillor Bevilacqua requesting a discussion regarding the Veterans Clinic P & D parking on Merrimack St.	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 NRPP To purchase city owned property on Brandy Brow Rd., Map 462, Bl. 204, Lot 25	6/4/19
79-C	Communication from Councillor Barrett request to discuss creating on ordinance for animals Public Safety left unattended in cars	6/18/19
79-F	Communication from Councillor Sullivan requesting to introduce Kathleen Fitts, Gale Park Assoc. NRPP to request the city replace the Gale Park Fountain in fiscal year 20	6/25/19