



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

Tuesday, June 17, 2025, at 7:00 PM

**Theodore A. Pelosi, Jr. Council Chambers, 4 Summer st, Room 202
In-Person/Remote Meeting**

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

1. OPENING PRAYER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES OF PRIOR MEETING

4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

5. COMMUNICATIONS FROM THE MAYOR:

5.1. Mayor Barrett submits the following Gift Order to the *Council on Aging Department*

5.1.1. Order authorizing the City Council to accept a gift of \$25.00 from Jayne M. Wilkin to the *Council on Aging Department*

5.2. Mayor Barrett submits the *Memorandum of Agreement for the Fire Department Union Group*

5.2.1. Memorandum of Agreement between the City of Haverhill and the *Fire Department Union Group – IAFF Local 1011* File 10 days



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- 5.3. Mayor Barrett submits an *Order of Taking* and *Taking Agreement* for land off of Myron's Road and Brandy Brow Road from Brox Industries

Related Communication from Robert E. Ward, DPW Director, and City Solicitor, Joseph Ruotolo

5.3.1 **Order** – Authorize Mayor to acquire, purchase, take by eminent domain or otherwise the land off of Myron's Road being known as parcels 464-2-5, 464-2-11, 462-2-12 and parcels 433-2-52 to 433-2-56, and a parcel of the land off Brandy Brow Road being known as parcels 462-204-23 and 462-204-29 from Brox Industries, Inc. for the amount of \$300,000

5.3.2. **Order of Taking** – Authorize Mayor to take on behalf of the City for water supply, conservation, and passive recreation purposes, the fee ownership in the land with the buildings thereon, if any, located off Myron's Road known as "Lots 11 and 12 on Assessor's Map 464", "Brox Industries, Inc. Parcel 464-2-5, Brox Industries, Inc. Parcel 433-2-55, Brox Industries, Inc. Parcel 433-2-52" and located off Brandy Brow Road known as "Lots 23 and 29, Block 204, Plot 451" as shown as plan entitled "Plan of Land in Haverhill, MA Showing Land of Brox Industries, Inc."

5.3.3 **Taking Agreement** – Between Brox Industries, Inc. and the City of Haverhill

- 5.4. Mayor Barrett submits for approval an order to acquire permanent easements from the Massachusetts Bay Transportation Authority (the "MBTA") for property located at Hale Street (Map 601, Lots 453-1 and 453-2A) and execute any documents necessary to effectuate the acquisition of the easements

5.4.1. **Order** – City Council on behalf of the City, votes to authorize the Mayor to acquire permanent easements from the MBTA and further authorize Mayor to execute any documents necessary to effectuate the acquisition of the easements

Related communication from Robert E. Ward, DPW Director



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5.5. Mayor Barrett submits for approval an order for a lease agreement between the City of Haverhill and Peace Love Happiness LLC located at 443 West Lowell Ave for a five-year lease

5.5.1. Order – City Council on behalf of the City, votes to authorize the Mayor to enter into and execute a lease agreement on behalf of the City of Haverhill with Peace Love Happiness LLC for premises at 443 West Lowell Ave and submits the lease

5.6. Mayor Barrett submits the following orders for the FY26 budget:

1. General Fund - \$267,347,403.00
2. Water Department - \$13,917,824.00
3. Wastewater Department - \$16,130,448.00
4. Revolving Funds
5. Police Training

5.7. Order - \$267,347,403 be and is hereby raised and appropriated as appropriation on the attached and further that said appropriation be funded in the following manner:

\$5,200,000	Free Cash
\$229,057	Water Receipts
\$679,005	Wastewater Receipts
\$125,000	Transfer from Other Available Funds
\$261,114,341	Taxation and Other Receipts

5.8 Order – As part of the fiscal year 2026 annual budget the sum of \$13,917,824 be appropriated to operate the Water Department for items marked as appropriated on the attached:

And that	\$14,146,881 come from Water Revenue
And that	\$ 0 come from Available Retained Earnings
And that	\$229,057 be appropriated in the General Fund and funded from Water Receipts



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5.9 Order – As part of the fiscal year 2026 annual budget the sum of \$16,130,449 be appropriated to operate the Wastewater Department for items marked as appropriated on the attached:

And that \$16,348,592 come from Wastewater Revenue
And that \$ 460,861 come from Available Retained Earnings
And that \$679,005 be appropriated in the General Fund and funded from Wastewater Receipts

5.10 Order – That the City Council, in accordance with the City Ordinance Chapter 83, set the annual budget for the following revolving funds:

Recreation and Youth Activities	\$175,000
Veteran's Memorial Skating Rink	\$456,000
Citizen Center Rental	\$30,000
Council on Aging Activities	\$50,000
Wood School Daycare	\$100,000
Municipal Open Space Management	\$100,000

5.11 Order – That \$25,000 will be transferred from fiscal 2024 certified free cash to fund Police Training

5.12 Order – Relating to Water and Wastewater Rates

That Document #59 of June 10, 2024 (An Order Relating to Water and Wastewater Rates) be and is hereby deleted in its entirety and the following inserted in place thereof:

Rates for Water and Wastewater Effective July 1, 2025

The City Council of the City of Haverhill hereby establishes the wastewater user rate shall be \$7.95 per hundred cubic feet and the water user rate shall be \$5.93 per hundred cubic feet

Those persons that qualify pursuant to M.G.L Chapter 59, Section 5, Clause 41C, as adopted by the City from time to time, shall receive a fifteen (15) percent discount on the above rates

Related communication from Robert E. Ward, DPW Director



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

7. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28

8. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:

8.1. Christine Webb, *City Assessor*, submits the abatement report for the month of May 2025

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

10. HEARINGS AND RELATED ORDERS:

10.1. CCSP 25-5, Document 75; Application from Gary Morris requesting to keep 4 permanent storage units at his home at 10 Old Amesbury Line Rd Map 430, Block 10, Lot 3A

10.2. William Pillsbury, *Economic Development and Planning Director*, requests **Hearings** for the following:

10.2.1. Document 67; Zoning amendment – will provide clarification to the City’s solar energy system Ordinance

10.2.1.1. Ordinance re: Zoning – Amend Chapter 255 by adding Section 7.8.13 Mandatory Inclusion of Roof-Mounted Solar Energy Systems *filed 05/15/2025*

Related Communication from William Pillsbury, Economic Development and Planning Director

10.2.2. Document 68; Zoning amendment – regarding Floodplain Overlay District

Ordinance re: Zoning – Amend Chapter 255, delete section 9.1 in its entirety and replace with new section 9.1, to provide required updates to the City’s Floodplain Overlay District Ordinance (FODO) *filed 05/15/2025*

Related Communication from William Pillsbury, Economic Development and Planning Director



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11.APPOINTMENTS:

- 11.1. **Confirming Appointments**
- 11.2. **Non-Confirming Appointments:**
- 11.3. **Constables**
- 11.4. **Resignations:**
 - 11.4.1. *Community Affairs Advisory Board; Marlene Grant, effective April 6, 2025*
 - 11.4.2. *Washington Street Historic Commission; Angelo Petrozzelli, effective June 9, 2025*

12.PETITIONS:

- 12.1. **Applications Handicap Parking Sign:** *with Police approval*
- 12.2. **Amusement/Event Application:** *with Police approval*
 - 12.2.1. EVNT 25-20, Jennifer Matthews for *L'Arche Boston North, Inc.* requests to hold their annual "The Longest Table" event on Wingate St on Thursday August 21st from 5 PM to 10 PM (in the event of rain, event will be held at Bradford Country Club). Applicant is requesting that 14 parking spots be blocked off in the Wingate St parking lot to be used for event experience and requests re-route of exiting traffic from the Wingate parking lot down the 1-way alley onto Essex St during the event. They also request any additional fees be waived.
- 12.3. **Auctioneer License:**
- 12.4. **Tag Days:** *with Police approval*
- 12.5. **One Day Liquor License –** *with License Commission & HPD approval*
 - 12.5.1. Jennifer Matthews for *L'Arche Boston North, Inc.* requests All Alcohol license for outdoor dining and entertainment experience, The Longest Table fundraiser, on Wingate St, 5 PM to 10 PM on August 21st
- 12.6. **ANNUAL LICENSE RENEWALS:**



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- 12.6.1. Hawker Peddlers License- Fixed location – w/Police approval
- 12.6.2. Coin-Op License *Renewals* – with Police approval
- 12.6.3. Christmas Tree Vendor – with Police approval
- 12.6.4. Taxi Driver Licenses for 2024: with Police approval
- 12.6.5. Taxi/Limousine License with Police approval
- 12.6.6. Junk Dealer /Collector License - with Police approval
- 12.6.7. Pool/Billiard
- 12.6.8. Bowling
- 12.6.9. Sunday Bowling
- 12.6.10. Buy & Sell Second Hand Articles with Police approval
- 12.6.11. Buy & Sell Second Hand Clothing with Police approval
- 12.6.12. Pawnbroker license - with police approval
- 12.6.13. Fortune Teller with - Police approval
- 12.6.14. Buy & Sell Old Gold – with Police approval
- 12.6.15. Roller Skating Rink
- 12.6.16. Sunday Skating
- 12.6.17. Exterior Vending Machines/Redbox Automated Retail, LLC
- 12.6.18. Limousine/Livery License/Chair Cars with Police approval

13.MOTIONS AND ORDERS:

14.ORDINANCES (FILE 10 DAYS):

15.COMMUNICATIONS FROM COUNCILORS:

16. UNFINISHED BUSINESS OF PRECEEDING MEETING:

- 16.1. Mayor Barrett submits Memorandum of Agreement for the *Water Purification Group (Teamsters)*
 - 16.1.1. Document 31-D; Memorandum of Agreement between the City of Haverhill and the *Water Purification Group – Teamsters Local #170*
Filed 06/05/2025



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17.RESOLUTIONS AND PROCLAMATIONS:

17.1. Mayor Barrett presents the following proclamation: June 19, 2025, as *Juneteenth Independence Day* in the City of Haverhill

17.2. Councilor Basiliere submits the following resolution in support of the approval of the U.S. Department of Transportation Safe Streets for All FY25 Grant application

Related Communication from Mayor Melinda E. Barrett

18.COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

19.DOCUMENTS REFERRED TO COMMITTEE STUDY

20.LONG TERM MATTERS STUDY LIST

21.ADJOURN:



5.1

MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

June 12, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: Order Authorizing City Council to Accept \$25.00 Gift Donation to Haverhill Senior Center

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

Please see attached an order authorizing the City Council to accept a gift of \$25.00 dollars to the Haverhill Senior Center from Jayne M. Wilkin to Council on Aging Department.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



Document

CITY OF HAVERHILL

In Municipal Council

Ordered:

JUN 13 4:48:19 PM
HAVERHILL
CITY CLERK

GIFT ACCEPTANCE

At a regularly convened meeting of the City Council of the City of Haverhill, held on the 17th day of June 2025, it was voted as follows:

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to accept a gift of twenty-five dollars (\$25.00) for the Haverhill Senior Center. Consistent with the purpose of the donation, as stated in the letter from Jayne M. Wilkin addressed to the City of Haverhill dated June 2025, the Gift shall be used by the Council on Aging Department.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

JAYNE M. WILKIN
508-868-6749
35 SOUTHPOINT DR.
SANDWICH, MA 02563

5-7515/110

SECURED BY
EZSHIELD

7090

Date June 1, 2025

Pay to the order of Harnhill Senior Center \$ 25.00

Twenty five dollars & no/100 Dollars

SANTANDER BANK, N.A.

For donation

Jayne M Wilkin

MP

COUNTRY SCAPES



St. Jude Children's
Research Hospital

Finding cures. Saving children.
ALSAC - DANNY THOMAS, FOUNDER

stjude.org/donatetoday

In memory
of my brother Alan.
Thank you!



25ANP



5.2

MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

June 12, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: MOA- Fire Department Union Group (IAFF #1011)

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

Please find attached a Memorandum of Agreement for the Fire Department Union Group (IAFF #1011). This item must be placed on file for 10 days after which I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



Haverhill

Human Resources Department, Room 306

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

Denise McClanahan, HR Director – dmcclanahan@haverhillma.gov

Christina Carrie, HR Technician – ccarrie@haverhillma.gov

John DelRosso, HR Technician – jdelrosso@haverhillma.gov

Bridget Panniello, Head Clerk/Floater – bpanniello@haverhillma.gov

TO: Mayor Melinda Barrett
FROM: Denise McClanahan, HR Director
DATE: June 11, 2025
RE: MOA submissions

As a result of recent negotiations, attached please find the MOA for the Fire Department Union Group (IAFF #1011).

Please submit this document to the next City Council meeting for action.

dIm

TO: MAYOR MELINDA BARRETT
FROM: Denise McClanahan, HR Director
DATE: 6/11/2025
RE: COLLECTIVE BARGAINING FINANCIAL DISCLOSURE

NAME OF CONTRACT OR GROUP: Fire Group
CONTRACT PERIOD: 7/1/2024 to 6/30/2025
7/1/2025 to 6/30/2028

% INCREASE FOR EACH CONTRACT YEAR:

Year 1 2.25 % Year 1 2 % Year 2 2 % Year 3 2 %
+ WAGE ADJ (1%) + WAGE ADJ .75% (OFFICERS) YEAR 1 & 2 + WAGE ADJ. 2% OFFICERS (6/30/28)
ADD new 10 year step effective 7/1/26, new 20 year step effective 7/1/27, new 25 year step effective 6/30/28

COST OF COLA FOR EACH FISCAL YEAR OF CONTRACT:

Year 1 – FY <u>24</u>	Cost amount	<u>\$ 220,000</u>
Year 1 – FY <u>25</u>	Cost amount	<u>\$ 245,000</u>
Year 2 – FY <u>26</u>	Cost amount	<u>\$ 320,000</u>
Year 3 – FY <u>27</u>	Cost amount	<u>\$ 229,000</u>

ADDITIONAL COSTS:

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

Approx Lead Operator % increase \$8,000 (FY26)
Approx Longevity increase \$27,000 (FY26)
Approx EMT certificate increase \$50,000 (for FY27 & FY28)
Approx OT cost \$200,000

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

TOTAL COST OF PROPOSED COLLECTIVE BARGAINING AGREEMENT: _____

Total salary budget for this department is: \$7,747,756

Percent increase in salary budget: 14.23% over 4 years

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

What would be the effect? _____

Are there any other known implications to this contract? _____

Yes No

Funds are appropriated ☒ ☐


Where funds are located Account #: Click or tap here to enter text.

Yes No

Funds need appropriation by council ☐ ☒

Where funds to come from Account #: Click or tap here to enter text.


Auditors Office


HR Dept

Memorandum of Agreement
Between
THE CITY OF HAVERHILL and
HAVERHILL FIREFIGHTERS LOCAL #1011 (FIRE GROUP)

(Note: The following Memorandum of Agreement is an "Off-the-Record" document unless and until approved and ratified by both parties. In the event either side rejects or fails to ratify the Agreement, both sides are free to return to their last "on-the-record" positions.)

This Memorandum of Agreement sets forth the agreements of the Haverhill Firefighters Local #1011 (the "Union") and the City of Haverhill (the "City"), for a new agreement, to supplement and supersede inconsistent terms of prior agreements in effect through June 30, 2024. The parties sign this MOA to reflect their agreements which will be integrated by the parties into the expired collective bargaining agreement.

The Agreement is subject to ratification by the membership of the Union and a funding vote by the City Council. Except as modified in this Memorandum, the terms and conditions of the old contract will be carried forward into the new contract. Unless otherwise stated, the effective date of all new language or benefits shall be following ratification and funding by the City Council. Failing such ratification, or funding, this MOA shall not be admissible in any proceeding between the parties, and both sides are free to return to their last "on-the-record" positions.

VACATION TIME CARRYOVER

Article VII Section 1: Vacations – add the following:

Increase the total available vacation hours to carry over to the next calendar year from 3 to 24 hours. Carried over hours must be used by June 30 of the following year.

GRIEVANCES

Article X – Section 2: First Step – change the following:

In Section 2: First Step - Delete "270" days and insert "30" days.

WAGES

Article XII Section 1: Salaries

2.25% salary increase effective 7-1-2024 + 1% wage adjustment (all ranks)

2% salary increase effective 7-1-2025 (all ranks) + .75% wage adjustment (officers)

2% salary increase effective 7-1-2026 (all ranks) + .75% wage adjustment (officers)

2% salary increase effective 7-1-2027 (all ranks)

2% wage adjustment (officers) effective 6-30-2028

Effective 7/1/26: add a new 10-year step @ 2.25% increase

Effective 7/1/27: add a new 20-year step @ 2.25% increase

Effective 6/30/28: add a new 25-year step @ 3% increase

Steps are based on years of service in rank. To be eligible for the respective step, a member must have not less than ten (10) years of service (including any civil service time calculated pursuant to MGL C. 31 Section 33) with the department and three

years in the respective rank title. *Upon promotion, must progress to the step of the new rank which pays more than the step in previous rank.

LEAD OPERATOR

Article XII Section 1b. Lead Operator – add the following:

Effective 7/1/2024 increase the differential of 3% of top step private for all hours worked to 6% of year 5 step private for all hours worked. Effective 7/1/2026, an employee working as a Lead Operator will receive a differential of 6% for all hours worked based on the appropriate step available (minimum of year 5 step).

Effective 6/30/2028 increase the differential of 6% to 9% for all hours worked based on the appropriate step available (minimum of year 5 step).

LONGEVITY PAY

Article XII Section 7: Longevity Pay – replace with the following:

Effective 7/1/2024

\$1,400	5 < 10 years
\$1,450	10 < 15 years
\$1,500	15 < 20 years
\$1,550	20 < 25 years
\$1,800	25 < 30 years
\$2,750	30 < 40 years

EMT CERTIFICATE HOLDERS

Article XII Section 9: Payment for Valid EMT Certificate Holders - change the following:

Effective 7/1/2026 change EMT-B and EMT-I stipends from flat rate of \$5,000 to \$5,250 annually and EMT-P stipend from flat rate \$6,000 to \$6,250 annually.

Effective 7/1/2027 change EMT-B and EMT-I stipends from flat rate of \$5,250 to \$5,500 annually and EMT-P stipend from flat rate of \$6,250 to \$6,500 annually.

LINE OF DUTY DEATH

Article XVI Section: Line of Duty Death – change the following:

Increase employer payment from \$50,000 to \$100,000.

CONTRACT INTEGRATION

Upon approval, ratification, and funding of the memorandum of agreement which results from these negotiations, the parties shall agree to integrate within 60 days the terms thereof into the collective bargaining agreement in a timely manner.

All articles pertaining to wages shall receive retro back to July 1, 2024.

All remaining terms and conditions of the current CBA not altered as per above shall remain in full force and effect. This agreement is subject to ratification by the Union and appropriation by the City Council.

Committee – re drug/alcohol policy

The parties agree to form a four-person committee to include: the union president, vice president, the Fire Chief, and the Human Resources Director to prepare an Alcohol and Drug policy to be presented to the bargaining teams at the next successor negotiations.

Date: 6-9-25

For the City:


Melinda Barrett, Mayor

For the Union:


Donald Minion, Haverhill Firefighters Local #1011

APPROVED AS TO FORM

By: 
Katherine McNamara Feodoroff
City Solicitor

7/1/2024 103.25% 2.25% COLA & 1% MA (ALL)

	START	YEAR 1	YEAR 2	YEAR 3	YEAR 5
FIRE PRIVATE	\$1,009.53	\$1,077.28	\$1,151.43	\$1,225.71	\$1,267.08
F/P PRIVATE					\$1,267.08
MECHANIC	\$1,009.53	\$1,077.28	\$1,151.43	\$1,225.71	\$1,267.08
SIGNAL MAINTAINER	\$1,009.53	\$1,077.28	\$1,151.43	\$1,225.71	\$1,267.08
	START	6 MONTHS	YEAR 1		
LIEUTENANT	\$1,326.22	\$1,385.33	\$1,444.48		
F/P LIEUTENANT			\$1,444.48		
TRAINING/EDUCATION LIEUTENANT			\$1,444.48		
CAPTAIN	\$1,507.07	\$1,569.67	\$1,632.25		
DEPUTY CHIEF	\$1,697.54	\$1,762.82	\$1,828.12		
F/P DEPUTY CHIEF			\$1,828.12		
SR. DEPUTY CHIEF			\$1,828.12		
TRAINING/EDUCATION DEPUTY CHIEF			\$1,828.12		
F/A SUPERINTENDENT			\$1,632.25		
MASTER MECHANIC	\$1,393.79	\$1,457.16	\$1,520.52		

7/1/2025 102.0% 102.75% 2% COLA & .75% MA (OFFICERS ONLY)

	START	YEAR 1	YEAR 2	YEAR 3	YEAR 5
FIRE PRIVATE	\$1,029.72	\$1,098.83	\$1,174.46	\$1,250.23	\$1,292.43
F/P PRIVATE					\$1,292.43
MECHANIC	\$1,029.72	\$1,098.83	\$1,174.46	\$1,250.23	\$1,292.43
SIGNAL MAINTAINER	\$1,029.72	\$1,098.83	\$1,174.46	\$1,250.23	\$1,292.43
	START	6 MONTHS	YEAR 1		
LIEUTENANT	\$1,362.69	\$1,423.42	\$1,484.20		
F/P LIEUTENANT			\$1,484.20		
TRAINING/EDUCATION LIEUTENANT			\$1,484.20		
CAPTAIN	\$1,548.51	\$1,612.83	\$1,677.14		
DEPUTY CHIEF	\$1,744.23	\$1,811.30	\$1,878.40		
F/P DEPUTY CHIEF			\$1,878.40		
SR. DEPUTY CHIEF			\$1,878.40		
TRAINING/EDUCATION DEPUTY CHIEF			\$1,878.40		
F/A SUPERINTENDENT			\$1,677.14		
MASTER MECHANIC	\$1,432.12	\$1,497.23	\$1,562.34		

7/1/2026 102.0% 102.75% 2% COLA & .75% MA (OFFICERS ONLY) 102.25%

	START	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 10
FIRE PRIVATE	\$1,050.31	\$1,120.80	\$1,197.95	\$1,275.23	\$1,318.27	\$1,347.94
F/P PRIVATE					\$1,318.27	\$1,347.94
MECHANIC	\$1,050.31	\$1,120.80	\$1,197.95	\$1,275.23	\$1,318.27	\$1,347.94
SIGNAL MAINTAINER	\$1,050.31	\$1,120.80	\$1,197.95	\$1,275.23	\$1,318.27	\$1,347.94
	START	6 MONTHS	YEAR 1			YEAR 10
LIEUTENANT	\$1,400.16	\$1,462.57	\$1,525.02			\$1,559.33
F/P LIEUTENANT			\$1,525.02			\$1,559.33
TRAINING/EDUCATION LIEUTENANT			\$1,525.02			\$1,559.33
CAPTAIN	\$1,591.10	\$1,657.19	\$1,723.26			\$1,762.03
DEPUTY CHIEF	\$1,792.19	\$1,861.11	\$1,930.05			\$1,973.48
F/P DEPUTY CHIEF			\$1,930.05			\$1,973.48
SR. DEPUTY CHIEF			\$1,930.05			\$1,973.48
TRAINING/EDUCATION DEPUTY CHIEF			\$1,930.05			\$1,973.48
F/A SUPERINTENDENT			\$1,723.26			\$1,762.03
MASTER MECHANIC	\$1,471.51	\$1,538.40	\$1,605.30			\$1,641.42

	7/1/2027	102.0%	102% 2% COLA				102.25%	102.25%
		START	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 10	YEAR 20
FIRE								
PRIVATE		\$1,071.32	\$1,143.22	\$1,221.91	\$1,300.74	\$1,344.64	\$1,374.89	\$1,405.83
F/P PRIVATE						\$1,344.64	\$1,374.89	\$1,405.83
MECHANIC		\$1,071.32	\$1,143.22	\$1,221.91	\$1,300.74	\$1,344.64	\$1,374.89	\$1,405.83
SIGNAL MAINTAINER		\$1,071.32	\$1,143.22	\$1,221.91	\$1,300.74	\$1,344.64	\$1,374.89	\$1,405.83
		START	6 MONTHS	YEAR 1			YEAR 10	YEAR 20
LIEUTENANT		\$1,428.16	\$1,491.82	\$1,555.52			\$1,590.52	\$1,626.30
F/P LIEUTENANT				\$1,555.52			\$1,590.52	\$1,626.30
TRAINING/EDUCATION LIEUTENANT				\$1,555.52			\$1,590.52	\$1,626.30
CAPTAIN		\$1,622.92	\$1,690.33	\$1,757.72			\$1,797.27	\$1,837.71
DEPUTY CHIEF		\$1,828.04	\$1,898.33	\$1,968.65			\$2,012.95	\$2,058.24
F/P DEPUTY CHIEF				\$1,968.65			\$2,012.95	\$2,058.24
SR. DEPUTY CHIEF				\$1,968.65			\$2,012.95	\$2,058.24
TRAINING/EDUCATION DEPUTY CHIEF				\$1,968.65			\$2,012.95	\$2,058.24
F/A SUPERINTENDENT				\$1,757.72			\$1,797.27	\$1,837.71
MASTER MECHANIC		\$1,500.94	\$1,569.17	\$1,637.41			\$1,674.25	\$1,711.92

	6/30/2028	100.0%	102% 2% MA (OFFICERS ONLY)						103.00%
		START	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 10	YEAR 20	YEAR 25
FIRE									
PRIVATE		\$1,071.32	\$1,143.22	\$1,221.91	\$1,300.74	\$1,344.64	\$1,374.89	\$1,405.83	\$1,448.00
F/P PRIVATE						\$1,344.64	\$1,374.89	\$1,405.83	\$1,448.00
MECHANIC		\$1,071.32	\$1,143.22	\$1,221.91	\$1,300.74	\$1,344.64	\$1,374.89	\$1,405.83	\$1,448.00
SIGNAL MAINTAINER		\$1,071.32	\$1,143.22	\$1,221.91	\$1,300.74	\$1,344.64	\$1,374.89	\$1,405.83	\$1,448.00
		START	6 MONTHS	YEAR 1			YEAR 10	YEAR 20	YEAR 25
LIEUTENANT		\$1,456.73	\$1,521.65	\$1,586.63			\$1,622.33	\$1,658.83	\$1,708.59
F/P LIEUTENANT				\$1,586.63			\$1,622.33	\$1,658.83	\$1,708.59
TRAINING/EDUCATION LIEUTENANT				\$1,586.63			\$1,622.33	\$1,658.83	\$1,708.59
CAPTAIN		\$1,655.38	\$1,724.14	\$1,792.88			\$1,833.22	\$1,874.46	\$1,930.70
DEPUTY CHIEF		\$1,864.60	\$1,936.30	\$2,008.03			\$2,053.21	\$2,099.41	\$2,162.39
F/P DEPUTY CHIEF				\$2,008.03			\$2,053.21	\$2,099.41	\$2,162.39
SR. DEPUTY CHIEF				\$2,008.03			\$2,053.21	\$2,099.41	\$2,162.39
TRAINING/EDUCATION DEPUTY CHIEF				\$2,008.03			\$2,053.21	\$2,099.41	\$2,162.39
F/A SUPERINTENDENT				\$1,792.88			\$1,833.22	\$1,874.46	\$1,930.70
MASTER MECHANIC		\$1,530.95	\$1,600.55	\$1,670.15			\$1,707.73	\$1,746.16	\$1,798.54

June 10, 2020
To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

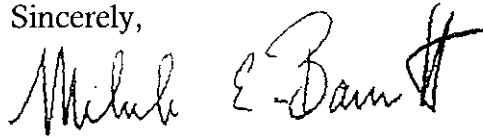
RE: Order of Taking- Brox Industries Land off Myron's Road and Brandy Brow Road.

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

Please see attached an order of taking Brox Industries Land off of Myron's Road and Brandy Brow Road for water supply, conservation and passive recreation purposes.

I recommend approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Melinda E. Barrett", with a stylized flourish at the end.

Melinda E. Barrett
Mayor

MEB/em



Haverhill

Conservation Department

Phone: 978-374-2334 Fax: 978-374-2366

rmoore@cityofhaverhill.com

conservation@cityofhaverhill.com

MEMO TO: The Honorable Melinda E. Barrett, Mayor, City of Haverhill

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

DATE: June 11, 2025

RE: Order of Taking - Brox Industries Land off Myron's and Brandy Brow Roads
Parcels 433-2-52, 433-2-55, 464-2-5, 464-2-11, and 462-204-23

Attached is a City Council Order prepared by Mead, Talerman and Costa authorizing the Mayor to acquire, including taking by eminent domain, approximately 36.3 acres of land off Myron's and Brandy Brow Roads in Haverhill for water supply, conservation, and passive recreation purposes from Brox Industries, Inc. for the amount of \$300,000. The seller has agreed to the City taking the property by eminent domain as part of a Land Acquisitions for Natural Diversity (LAND) Grant awarded to the City by the Executive Office of Energy and Environmental Affairs. The City will be reimbursed 68% of its costs to acquire this land, up to \$222,210. The subject parcels are further identified on the attached plans prepared by Northpoint Survey Services.

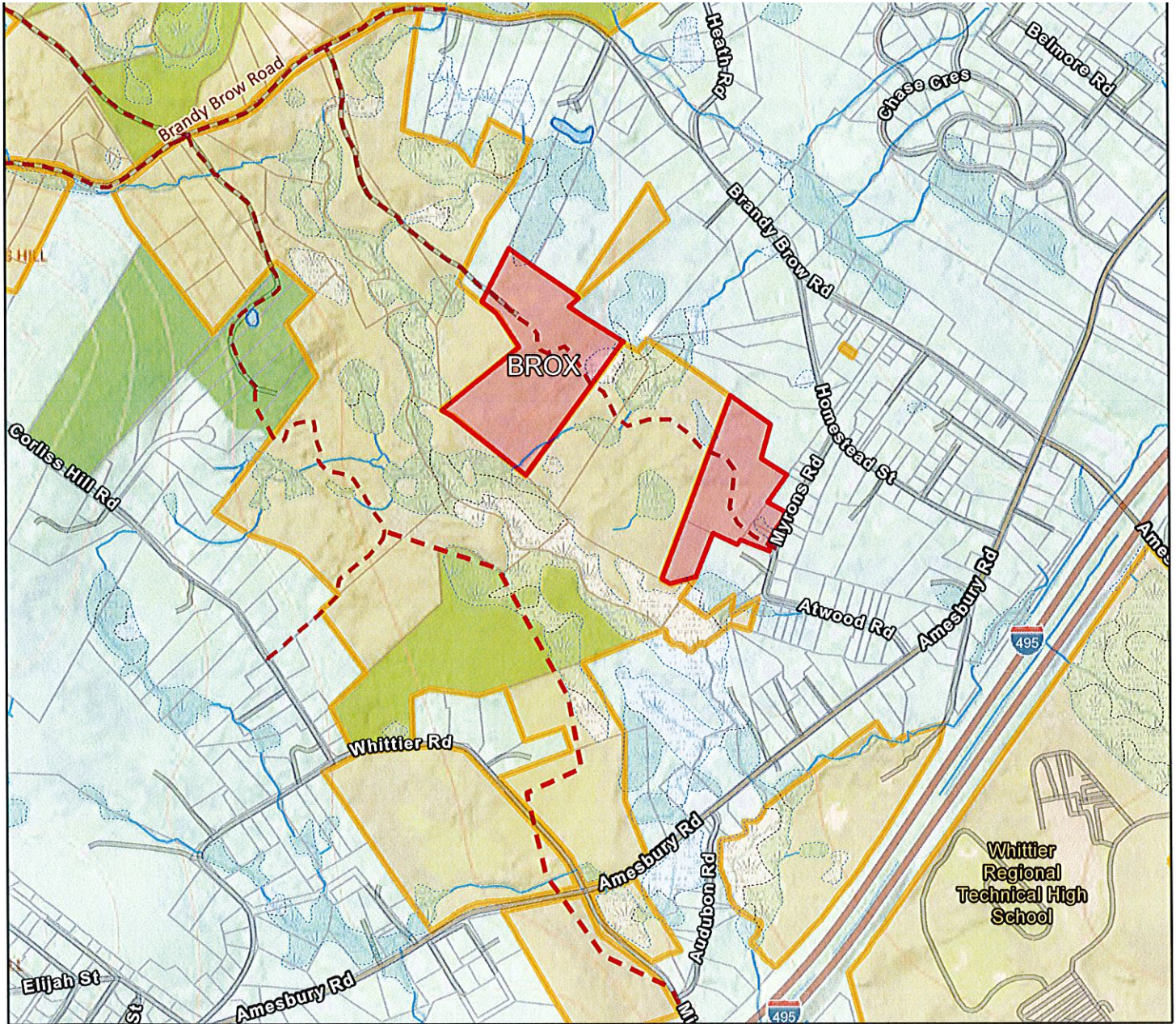
The Taking Agreement formalizes the seller's agreement not to contest the eminent domain taking. It confirms the City will pay \$300,000 for the taking and conditions the validity of the agreement on the approval of the City Council. The agreement includes standard warranties and liability provisions and requires the City to record the Order of Taking before issuing payment.

If you approve the documents, they should be forwarded to the City Clerk to be placed on the City Council agenda for final authorization. Please review and advise if any modifications are necessary before submission.

Attachments:

- Locus Map
- Cover Letter from City Solicitor Joseph Ruotolo, Jr.
- City Council Order Authorizing Mayor to Execute the Order of Taking and Taking Agreement
- City Council Order of Taking
- Plans entitled "Plan of Land in Haverhill, MA Showing Land of Brox Industries, Inc." by Northpoint Survey Services, Inc., revised 5/28/2025, and "Plan of Land in Haverhill, MA Showing Land of Brox Industries, Inc." by Northpoint Survey Services, Inc., revised 6/6/2025
- Taking Agreement with a copy of same signed by the owner, Stephen M. Brox

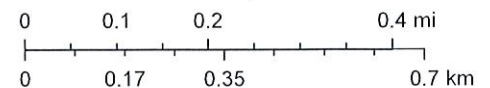
e-COPY TO: Christine Lindberg, Chief of Staff, Mayor Barrett
Lisa L. Mead, Mead, Talerman & Costa, LLC
Joseph Ruotolo, Jr, Mead, Talerman & Costa, LLC
Robert E. Ward, Director of Public Works
Angel Perkins, City Auditor & Chief Financial Officer



7/11/2024

1:18,056

- Massachusetts Hiking and Wilderness Trails
- DEP Wetlands Linear Features
- Shoreline
- Hydrologic Connection
- Wetland Limit
- Closure Line
- Brox Parcels
- Haverhill Parcels
- Massachusetts Property Tax Parcels



City of Haverhill, MA, Maxar, MassGIS, Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Lead, Talerman & Costa, LLC
Attorneys at Law

30 Green Street
Newburyport, MA 01950
Phone 978.463.7700

www.mtclawyers.com

TO: CITY COUNCIL

FROM: JOSEPH RUOTOLO, JR., CITY SOLICITOR

CC: CHRISTINE LINDBERG
ROBERT E. MOORE, JR.

RE: TAKING OF LAND OFF MYRON'S ROAD AND BRANDY BROW ROAD

DATE: JUNE 17, 2025

Reference is made to the above-referenced matter. In that connection, I have attached the Order of Taking and the Taking Agreement for Land located off Myron's Road and Brandy Brow Road from Brox Industries in connection with Brandy Brow Forest Project Land Grant Award #7.

I have also attached the relevant City Council Vote authorizing the Mayor to act on behalf of the City and to execute the Order of Taking and Agreement.

Please let me know if you have any questions regarding the foregoing.

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

New Bedford Office
227 Union Street, Suite 606
New Bedford, MA 02740

5.3.1

	<p>Document</p> <p>CITY OF HAVERHILL</p> <p>In Municipal Council</p>	<p>JUN 19 08:51 HACITYCLERK</p>
--	---	-------------------------------------

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

HAVERHILL CITY COUNCIL

At a regularly convened meeting of the City Council of the City of Haverhill, held on the ____ day of _____, 2025, it was voted as follows:

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to authorize the Mayor to acquire, purchase, take by eminent domain or otherwise the land off of Myrons Road being known as parcels 464-2-5, 464-2-11, 464-2-12, and parcels 433-2-52 to 433-2-56, and a parcel of the land off Brandy Brow Road being known as parcels 462-204-23 and 462-204-29 in Haverhill, Massachusetts, from Brox Industries, Inc., for the amount of \$300,000.00;

And further to authorize the Mayor to execute any document including, but not limited to a Taking Agreement, and to take any other action necessary or convenient to carry out this vote.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor



In Municipal Council

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

ORDER OF TAKING

The Mayor of the of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City and by virtue of and in accordance with the authority provisions of Massachusetts General Laws Chapter 79 and 40, Section 14, and every other power and authority which is hereunto in any way enabling, does hereby take, on behalf of the City of Haverhill and under the care, custody and control of the Conservation Commission of the City of Haverhill, for passive recreation and conservation purposes, the fee ownership in the land with the buildings thereon, if any, in the following parcels of land:

- 1) A certain parcel of land situated in Haverhill, bounded and described as follows:
Northerly by land now or formerly of Brox Development Corp.; Westerly and Southerly by land now or formerly of Merrimack Materials, Inc; Easterly by land now or formerly of Wilford P. Roy. Said land is shown as Lots #11 and #12 on Haverhill Assessor's Map #464. The land is shown more or less on a plan of land entitled "Plan of Land in Haverhill, MA. Showing Land of Brox Industries, Inc." prepared by Northpoint Survey Services, Inc., dated May 13, 2025, and revised on June 6, 2025, and recorded herewith. Meaning and intending to describe the land described in a deed recorded in the Essex South Registry of Deeds in Book 13515, Page 324.
- 2) Certain parcels of land located off of Myron's Road in the City of Haverhill, Massachusetts shown as "Brox Industries, Inc. Parcel 464-2-5", "Brox Industries, Inc. Parcel 433-2-55", and "Brox Industries, Inc. Parcel 433-2-52", on a plan of land entitled "Plan of Land in Haverhill, MA. Showing Land of Brox Industries, Inc." prepared by Northpoint Survey Services, Inc., dated May 13, 2025, and revised on June 6, 2025, and recorded herewith. Meaning and intending to describe the land described in two deeds recorded in the Essex South Registry of Deeds in Book 13515, Page 322 and in Book 10998, Page 320; and

herewith.

All of said land identified above is owned or supposed to be owned by Brox Industries, Inc. by deeds recorded in the Essex South Registry of Deeds in Book 10998, Page 320, Book 10998, Page 321, Book 13515, Page 322, and Book 13515, Page 324.

Any and all trees and structures located upon the easement taken are included in this taking, except as may be specifically excluded herein.

Excepted from the rights herein taken by the City are all easements of record for wires, pipes, conduits, poles, and other appurtenances for the conveyance of water, sewage, gas, oil, electricity, cable television transmission, and telephone communications lawfully in or upon said land. Except as noted herein, this taking includes any and all interest in the lands described above, as may be currently held by the owners of the abutting lots.

Except as noted herein, this taking includes any and all interest in the lands described above, as the City Council voted to award damages sustained by the owner of said property, to Brox Industries, Inc. in accordance with the provisions of G. L. c. 79, Section 6, as amended in the amount of \$300,000.00, the current record owner of the property that is the subject of this taking.

End of Text

Signature Page Follows

Approved as to form.

Grantor: City of Haverhill

City Solicitor

By: _____
Name: Melinda E. Barrett, Mayor
City of Haverhill

Essex, ss

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025 before me, the undersigned notary public, personally appeared Melinda E. Barrett, as Mayor of the City of Haverhill Massachusetts, to this notary personally known to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in the capacity indicated, and has the authority to sign in that capacity.

Notary Public:
My Commission Expires:

FOR REGISTRY USE

CHARITY THAT TO THE BEST OF HIS ABILITY, KNOWLEDGE, AND BELIEFS, PLANS TO CONFORM TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

5/13/2025

REGISTRY OF PROBATION

CAREY L. BOWDEN P.L.S. DATE

RECORD OWNER
BROX INDUSTRIES, INC
171 METUEN STREET
DORACUT, MA 01826

PLAN REFERENCE

PLAN 1988 FILED IN THE CITY ENGINEERING OFFICE
PLAN 88-166 FILED IN THE CITY ENGINEERING OFFICE
PLAN 78-688 FILED IN THE CITY ENGINEERING OFFICE

PLAN 609 OF 1937 S.E.D.
PLAN BOOK 183 PLAN 29 S.E.D.
PLAN BOOK 439 PLAN 61 S.E.D.
PLAN BOOK 527 PLAN 34 S.E.D.
PLAN BOOK 329 PLAN 11 S.E.D.

50' 100' 150'

SCALE IN FEET

[illegible]

TAKING AGREEMENT

This Taking Agreement (this "Agreement") is made as of the ____ day of May, 2025, by and between Brox Industries, Inc. with a mailing address of One Tech Drive Suite 310, Andover, MA 01810 (the "Owner") and the City of Haverhill, a municipal corporation, with a mailing address of 4 Summer Street Haverhill, Massachusetts 01830 ("City")

- A. WHEREAS the City has expressed an interest in taking the following parcels of vacant real estate by means of eminent domain:

Certain parcels of land located in Haverhill, Massachusetts, of Myrons Road being known as parcels 464-2-5, 464-2-11, 433-2-55, and 433-2-52 on the City of Haverhill Assessor's Map, and a parcel of the land off Brandy Brow Road being known as parcel 462-204-23 on the City of Haverhill Assessor's Map, all as more particularly described in deeds recorded in the Essex South Registry of Deeds in Book 10998, Page 320, Book 10998, Page 321, Book 13515, Page 322, and Book 13515, Page 324, (collectively the "Premises");

- B. WHEREAS the Owner has refused to voluntarily convey the Premises;

NOW THEREFORE, in consideration of the mutual covenants herein contained, Owner and the City hereby agree as follows:

1. If, as, and when the City takes by eminent domain the Premises, Owner agrees not to challenge such taking or seek additional consideration (over and above the Award Amount as defined below) for such taking provided:
 - a. the Order of Taking by Eminent Domain of the Premises shall be approved by the City within ninety (90) days from the date hereof;
 - b. the amount to be awarded to the Owner for the taking of the Premises (the "Award Amount") shall be no less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00);
 - c. the Order of Taking by Eminent Domain shall be recorded within the statutory period of ____ days; and
 - d. the Award Amount shall be fully paid to the Owner prior to or simultaneously with the recording of the Order of Taking by Eminent Domain.
2. Owner waives any rights to appraisal under G.L. Ch. 79 Sec. 7A.
3. Time is of the essence.
4. In the event the City does not approve the Order of Taking by Eminent Domain of the Premises within ninety (90) days from the date hereof as provided for in 1(a) above, this Agreement shall terminate.

6. Owner makes no representations or warranties express or implied (and disclaims the same) as to any condition or matter related to or arising out of the Premises including (without limitation) matters or warranties related to condition, title, habitability, merchantability or fitness for any particular purpose.

[Signature Page Follows]

OWNER:

Brox Industries, Inc.

By: Stephen M. Brox

Its: President

CITY:

CITY OF HAVERHILL,

a municipal corporation

By: _____

Name: Melinda E. Barrett

Title: Mayor

TAKING AGREEMENT

This Taking Agreement (this "Agreement") is made as of the 5th day of June, 2025, by and between Brox Industries, Inc. with a mailing address of One Tech Drive Suite 310, Andover, MA 01810 (the "Owner") and the City of Haverhill, a municipal corporation, with a mailing address of 4 Summer Street Haverhill, Massachusetts 01830 ("City")

- A. WHEREAS the City has expressed an interest in taking the following parcels of vacant real estate by means of eminent domain:

Certain parcels of land located in Haverhill, Massachusetts, off Myrons Road being known as parcels 464-2-5, 464-2-11, 433-2-55, and 433-2-52 on the City of Haverhill Assessor's Map, and a parcel of the land off Brandy Brow Road being known as parcel 462-204-23 on the City of Haverhill Assessor's Map, all as more particularly described in deeds recorded in the Essex South Registry of Deeds in Book 10998, Page 320, Book 10998, Page 321, Book 13515, Page 322, and Book 13515, Page 324, (collectively the "Premises");

- B. WHEREAS the Owner has refused to voluntarily convey the Premises;

- C. WHEREAS the Owner enters into this Agreement under the threat of taking by means of eminent domain.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Owner and the City hereby agree as follows:

1. If, as, and when the City takes by eminent domain the Premises, Owner agrees not to challenge such taking or seek additional consideration (over and above the Award Amount as defined below) for such taking provided:
 - a. the Order of Taking by Eminent Domain of the Premises shall be approved by the City within ninety (90) days from the date hereof;
 - b. the amount to be awarded to the Owner for the taking of the Premises (the "Award Amount") shall be no less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00);
 - c. the Order of Taking by Eminent Domain shall be recorded within the statutory period of 30 days; and
 - d. the Award Amount shall be fully paid to the Owner within five days of the recording of the Order of Taking by Eminent Domain. The Owner shall execute a release of damages prior to the City issuing the award to the Owner in form attached hereto as Exhibit A.
2. Owner waives any rights to appraisal under G.L. Ch. 79 Sec. 7A:

3. Time is of the essence.
4. In the event the City does not approve the Order of Taking by Eminent Domain of the Premises within ninety (90) days from the date hereof as provided for in 1(a) above, this Agreement shall terminate.
5. The Premises is taken AS IS, WHERE IS AND WITH ALL FAULTS AND DEFECTS known, unknown, discovered, undiscovered, latent or patent the City holds Owner harmless for any conditions, including (without limitation), environmental conditions, related to or arising out of the Premises.
6. Owner makes no representations or warranties express or implied (and disclaims the same) as to any condition or matter related to or arising out of the Premises including (without limitation) matters or warranties related to condition, title, habitability, merchantability or fitness for any particular purpose.

[Signature Page Follows]

[Signature Page to Purchase and Sale Agreement]

EXECUTED as a sealed instrument as of the date and year first written above.

OWNER:

Brox Industries, Inc.

A handwritten signature in dark ink, appearing to read "S M Brox", is written over a horizontal line.

By: Stephen M. Brox

Its: President

CITY:

CITY OF HAVERHILL,

a municipal corporation

By: _____

Name: Melinda E. Barrett

Title: Mayor

EXHIBIT A

OWNER RECEIPT OF DAMAGE AWARD

Brox Industries, Inc., (hereinafter "Owner"), acknowledges receipt of the sum of \$300,000.00 paid by the City of Haverhill (hereinafter "City") as a FULL AND FINAL AWARD OF DAMAGES sustained by Owner on account of the eminent domain taking by the City dated _____, 2025 and recorded on _____, 2025 with the Essex South County Registry of Deeds at Book ____, Page ____.

IN WITNESS WHEREOF, _____, has hereunto set its hand and seal
this _____ day of _____ 2025.

Brox Industries, Inc.

EXHIBIT

By: Stephen M. Brox

Its: President

COMMONWEALTH OF MASSACHUSETTS

ss.

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was, _____ to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public:

My commission expires:



5.4

MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

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

June 13, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From Mayor Melinda E. Barrett

RE: Order to Accept Grant of Easement – MBTA

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

Please see attached an order authorizing the Mayor to acquire easements from the Massachusetts Bay Transportation Authority for property located at Hale Street, Haverhill. This order requires a two-thirds majority vote by the City Council.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



Haverhill

Robert E. Ward, DPW Director
Phone: 978-374-2382 Fax: 978-521-4083
rward@haverhillma.gov

June 12, 2025

To: The Honorable Melinda E. Barrett
Mayor of Haverhill

From: Robert E. Ward *R.E.W.*
DPW Director

Subject: Phase 1 Locke Street Combined Sewer Separation Project
Proposed City Council Order – MBTA Easement Agreement

Attached is a proposed City Council order authorizing the City to acquire easements from the Massachusetts Bay Transportation Authority (MBTA) for property located at Hale Street in Haverhill.

The easements are necessary to allow the City to install a storm water drain pipe and protective pipe casing under the MBTA railroad tracks to discharge to the Little River as part of the Locke Street Phase 1 Combined Sewer Overflow (CSO) Separation Project.

The easements will permit the construction, access, maintenance, and long-term operation of this critical storm drain infrastructure. The price for the easement acquisition has been stipulated by the MBTA in the amount of \$30,000. The easement areas are shown on the plan entitled "Utility Easement Plan for City of Haverhill Over Land of Massachusetts Bay Transportation Authority (Tax Map 601, Lots 453-1 & 453-2A), Hale Street, Haverhill, Massachusetts", prepared by Doucet Survey, LLC.

If the Order is acceptable, I respectfully request that it be submitted to the City Council for approval. I will attend the Council meeting when the item is considered.


Please let me know if you require any additional information or supporting documents.

Attachments:

Proposed City Council Order
Easement Agreement with Easement Plan

Cc: Christine Lindberg, Chief of Staff, clindberg@haverhillma.gov
Lisa L. Mead, Mead, Talerman & Costa LLC, lisa@mtclawyers.com
Paul Jessel, Collection System Supervisor, pjessel@haverhillma.gov
Joseph Ruotolo, Mead, Talerman & Costa LLC, joe@mtclawyers.com

5.41

	<p>Document</p> <p>CITY OF HAVERHILL</p> <p>In Municipal Council</p>	<p>JUL 15 4 48 PM '25 HAVERHILL MASSACHUSETTS</p>
---	---	---

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

HAVERHILL CITY COUNCIL

At a regularly convened meeting of the City Council of the City of Haverhill, held on the ____ day of _____, 2025, it was voted as follows:

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to authorize the Mayor to acquire permanent easements from the Massachusetts Bay Transportation Authority (the “MBTA”)which are shown on the plan entitled “Utility Easement Plan for City of Haverhill Over Land of Massachusetts Bay Transportation Authority (Tax Map 601, Lots 453-1 & 453-2A) Hale Street Haverhill, Massachusetts” (the “Plan”) prepared by Doucet Survey, LLC, dated April 9, 2024, appended hereto, for purposes of staging, constructing, repairing and maintaining sewer, utility and water pipelines and accessing storm drain casings, for the amount of \$30,000.00;

And further to authorize the Mayor to execute any document necessary to effectuate the acquisition of the easements including, but not limited to an Easement Agreement, and to take any other action necessary or convenient to carry out this vote.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

AGREEMENT AND GRANT OF EASEMENT

The **MASSACHUSETTS BAY TRANSPORTATION AUTHORITY**, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts duly established and existing pursuant to Massachusetts General Laws, Chapter 161A, with a principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116 (together with its successors and assigns, the "**MBTA**"), for consideration of the payment of Thirty Thousand Dollars (\$30,000) and in consideration of the covenants and agreements set forth herein, grants to City of Haverhill, a Massachusetts municipality, having an address at 40 South Porter Street, Haverhill, Massachusetts 01835, and its successors and assigns ("**Grantee**"), a perpetual, non-exclusive easements for the purposes expressly set forth in Section 1 hereof (the "**Easement**") on a portion of land owned by the MBTA located adjacent to 134 Hale Street in Haverhill, Massachusetts, consisting of (i) approximately Six Hundred Ninety Six (696 +/-) square feet of land, shown as "Utility Easement (A)", (ii) approximately Two Thousand Eighty Six (2,086 +/-) square feet of land, shown as "Utility Easement (B)", and (iii) approximately Seven Thousand Seven Hundred Seventy Three (7,773 +/-) square feet of land, shown as "Utility Easement (C)" (collectively, the "**Easement Area**") on a plan of land entitled "UTILITY EASEMENT PLAN FOR CITY OF HAVERALL OVER LAND OF MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (TAX MAP 601, LOTS 453-1 & 453-2A) HALE STREET, HAVERHILL, MASSACHUSETTS", dated April 9, 2024, and prepared by Doucet Survey LLC (the "**Easement Plan**"), recorded herewith, a reduced-size copy of which is attached hereto and made a part hereof as **Exhibit A**, subject to the terms and conditions set forth herein. For the MBTA's title to the Easement Area, see: (i) by virtue of a deed from Robert W. Meserve and Benjamin H. Lacy, Trustees of the Property of Boston and Maine Corporation to Massachusetts Bay Transportation Authority recorded on 12/27/1976 in Essex South Registry of Deeds at Book 6311 Page 392 and Confirmatory Taking #74, recorded in Essex South Registry of Deeds at Book 6333 Page 298, and (ii) by virtue of a release deed from the Boston and Maine Corporation to Massachusetts Bay Transportation Authority recorded at the Essex South Registry of Deeds on 9/27/2022 at Book 41213 Page 161 (the "**MBTA's Property**").

This Agreement and Grant of Easement ("**Easement Agreement**") is subject to all matters of record.

By acceptance of this Easement indicated by Grantee's signature below, Grantee covenants and agrees as follows:

1. Use. The Easement Area may be used by Grantee, subject to the terms of this Easement Agreement, solely for the purposes of installing and maintaining steel castings for a 48" HDPE pipe for transporting stormwater runoff, including the installation and maintenance of a concrete headwall for the outlet of the two 48-inch HDPE outfalls ("Grantee's Improvements").
2. Compliance with Terms and Conditions. By acceptance and recording of this Easement Agreement, Grantee acknowledges and agrees that Grantee shall comply, to the MBTA's reasonable satisfaction, with all of the terms and conditions set forth herein. In addition to all other terms and conditions set forth herein, Grantee:
 - (i) acknowledges and agrees that MBTA reserves the right to require Grantee to install track protection devices to protect the rail from damage and the ballast from contamination during construction;
 - (ii) acknowledges and agrees that all personnel must have valid Keolis RWP (as defined herein) cards on their person while working on or near the right-of-way;
 - (iii) acknowledges and agrees that Proper Personal Protective Equipment (PPE) must be worn on MBTA property at all times;
 - (iv) shall be solely liable for the cost of any repairs to any MBTA-owned property, facilities, or equipment caused by Grantee's activities;
 - (v) shall, if at any time the MBTA deems Grantee's activities to be unsafe or pose an unacceptable risk to MBTA customers, employees, operations, or infrastructure, cease all work until safer conditions are established and approved by MBTA's personnel;
 - (vi) shall never block access to any MBTA-owned facilities or equipment, and all material and equipment utilized during construction activities must be easily moveable to ensure worker safety and to avoid interference with operations, even during non-revenue hours;
 - (vii) shall agree to the terms and conditions governing access to the MBTA right-of-way and provide assurance that there will be no interruptions to train movements;
 - (viii) shall be responsible for any replacement transportation costs associated with any halt to MBTA services due to project activity;
 - (ix) shall not store materials within 15 feet of the nearest live railroad track without MBTA acceptance of a work plan documenting the location and securement of materials; and
 - (x) shall not store any Hazardous Materials (as hereinafter defined) on the Easement Area.

3. Installation, Maintenance, and Repair. Grantee shall: (i) be responsible for all costs associated with the Easement Area, and Grantee's Improvements, including, but not limited to, all costs associated with the construction, installation, maintenance, operation, repair, replacement and/or removal of Grantee's Improvements; (ii) keep and maintain the Easement Area and Grantee's Improvements in good and safe order and repair, clean and in compliance with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and/or ordinances ("Applicable Laws") and promptly make all necessary repairs to keep the Easement Area and Grantee's Improvements in good working order and safe condition as reasonably required by the MBTA; (iii) have sole responsibility for the condition of the Easement Area and Grantee's Improvements; (iv) do whatever is necessary in accordance with sound construction and engineering practices, including, but not limited to, installing proper drainage and removing snow, ice, debris, gravel, and dust, subject to such reasonable conditions as may be imposed from time to time by the MBTA, to prevent any material negative impact on the Easement Area or on the MBTA's Property from the use of the Easement Area by Grantee; and (v) with reasonable promptness make all repairs to the Easement Area and Grantee's Improvements of every kind and nature that may be required at Grantee's sole cost and expense.

If Grantee refuses or neglects to undertake such maintenance and repairs, or in the event the MBTA determines in its reasonable discretion that the Easement Area or Grantee's Improvements are unsafe, the MBTA if it so elects, following five (5) days' written notice to Grantee (provided, however, that no such written notice is required in the event of an emergency) may make or cause to be made such maintenance and repairs at Grantee's sole cost and expense; provided, however, that the MBTA has no responsibility to make any such repairs, replacement, alterations, or improvements to the Easement Area or Grantee's Improvements.

4. Subordination to the MBTA's Operating Requirements. The Easement is subject and subordinate at all times to the requirements of the MBTA, or any company authorized by the MBTA to operate the MBTA's transportation system (the "Designated Railroad Operator"), to maintain public safety and to maintain and operate a transportation system and to the condition that the grant of the Easement and Grantee's use of the Easement Area may not obstruct, delay or prevent the MBTA's operation of its transportation services. Grantee understands and agrees that any occupation, work, use or activity permitted hereunder may be stopped or delayed at any time in response to each such requirement. The MBTA shall not be responsible or liable for any direct, indirect or consequential costs or damages incurred by Grantee as a result of any such interruption or delay.
5. License for Entry. In the event construction work is within the scope of the Easement, for each proposed construction work project by Grantee within the Easement Area (each a "Construction Project"), before Grantee commences any work within the Easement Area, the MBTA shall have the right to require Grantee to sign an MBTA license for entry in a form that contains the standard requirements of the MBTA that are in effect at that time and said license for entry may include, among

other things, indemnities, releases, insurance requirements, notice requirements and agreements to pay for any required safety personnel (all to the extent required pursuant to the terms hereof).

6. Work Plan and Access Plan. For each proposed Construction Project, before commencing any work within the Easement Area, Grantee shall submit a full set of contract documents (the "Contract Documents") and a set of full-sized plans and detailed specifications (including the materials to be used) and the equipment and proposed methods of performing the work, or any part thereof, together with a site safety and health plan for the Construction Project (the "Work Plan") to the MBTA at the departments listed herein in Section 9 and such other information as may be reasonably required by the MBTA. Grantee shall not enter onto the Easement Area for any Construction Project until the Contract Documents and the Work Plan for said Construction Project have been approved in writing by the MBTA in its reasonable discretion. The permitted work will be fully defined in the approved Contract Documents and Work Plan and shall be completed in conformance with the Contract Documents and the Work Plan. After completion of a Construction Project on, under, within or above the Easement Area, Grantee shall promptly return the Easement Area to the same condition it was in prior to each such work project, except that installations permitted hereunder may remain in place. At the end of each day's entry, the Easement Area must be in a safe condition.

Upon the request of the MBTA, Grantee shall enter into an agreement with the MBTA, in the MBTA's standard form, whereby Grantee agrees to reimburse the MBTA for MBTA resources expended in relation to, or in support of, Grantee's Improvements, a Construction Project, or any other obligation of Grantee imposed under the terms of this Easement Agreement (such MBTA expenses may include, without limitation, design review and engineering review of a Work Plan, as well as safety measures related to each Construction Project or Grantee's work) (collectively, "MBTA Costs"). Such agreement shall require Grantee to fund an account to be held by the MBTA and applied to MBTA Costs, with an initial balance in an amount equal to the estimated amount of MBTA Costs, and to replenish such account from time to time in accordance with such agreement. If requested by the Designated Railroad Operator and/or another Railroad Company (defined below), Grantee also shall enter into an agreement, in the standard form of the Designated Railroad Operator or the Railroad Company, as applicable, whereby Grantee shall cover the cost of all safety measures deemed appropriate by the Designated Railroad Operator and/or the Railroad Company (including, without limitation, flagging services, construction inspection and/or the marking of utilities) (collectively, "Railroad Costs"). Such agreement shall require Grantee to fund one or more accounts to be held by the Designated Railroad Operator and/or the Railroad Company, as applicable, and applied to Railroad Costs, with initial balances in amounts equal to the estimated amount of Railroad Costs, and any further Railroad Costs to be reimbursed by Grantee upon demand. Any MBTA Costs and/or Railroad Costs to be charged to Grantee shall be evidenced by invoices or other reasonable documentation provided by the MBTA, Railroad Operator, and/or Railroad Company. In the event this Easement is terminated at any time, the remaining balance of such account shall be refunded to Grantee less any final MBTA Costs and/or Railroad Costs.

include the current wages and fringe benefits due and owing to such personnel in and for the performance of such measures. Grantee hereby covenants and agrees to bear the full cost and expense thereof and to reimburse the MBTA within thirty (30) days of receiving an itemized, written invoice for such reimbursement. The MBTA's failure to provide such personnel or take such measures shall not relieve Grantee of any obligation or liability it might otherwise have assumed, and shall not give rise to any liability to Grantee and its successors and assigns on the part of the MBTA. Upon being notified that such personnel or measures have been deemed necessary or desirable by the MBTA, Grantee shall not commence or continue the work permitted under the Work Plan or otherwise, unless and until such personnel or measures are in place.

Additionally, the MBTA may require that certain of Grantee's employees, personnel, or contractors be roadway worker protection ("RWP") safety trained. Moreover, Grantee must coordinate with the MBTA for all necessary RWP training and flagging for any work within the Easement Area which is determined by the MBTA in its reasonable discretion to have the potential to foul the tracks.

8. Dig Safe. Grantee acknowledges that there may be surface and subsurface utilities on, under, over and adjacent to the Easement Area and agrees to exercise extreme caution in performance of any work hereunder. Grantee shall comply with Massachusetts General Laws, Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant thereto, including, but not limited to 220 CMR 99.00, et seq., in connection with the exercise of Grantee's rights hereunder. If, in connection with the exercise of Grantee's rights hereunder, the MBTA, or parties acting on its behalf, locate and mark utilities in the Easement Area, Grantee shall be responsible for payment to such parties for such services which may include, but not be limited to, locating and marking utilities, facilities and appurtenances thereto serving the railroad and transit line(s) and/or used in connection with services or operations of the MBTA and/or the Railroad Companies. Such payment by Grantee shall cover all out-of-pocket costs and expenses actually incurred by the MBTA, or parties acting on its behalf, in connection therewith, provided that any such out-of-pocket costs and expenses are evidenced by invoices and other documentation provided by the MBTA. Any damage to such utilities caused by Grantee or those claiming by, through, or under Grantee shall be the sole responsibility of Grantee. If Grantee does not promptly after written notice from the MBTA repair any utilities it has damaged, the MBTA, without being under any obligation to do so and without waiving Grantee's obligations hereunder, may repair any utilities damaged by Grantee immediately and without notice in case of emergency. In the event the MBTA exercises such right, Grantee shall pay to the MBTA: (i) all out-of-pocket costs and expenses actually incurred by the MBTA in

performing such repairs provided that any such out-of-pocket costs and expenses are evidenced by invoices and other documentation provided by the MBTA; plus (ii) a fee equal to fifteen percent (15%) of such out-of-pocket costs and expenses, to reimburse the MBTA for its administrative costs. Such payment to be made within thirty (30) days after Grantee's receipt of evidence of such costs and expenses, including third party bills, daily logs, cash disbursements and the like and, in addition, in the event the MBTA is not paid within thirty (30) days of the MBTA's invoice for payment as aforesaid, interest on such amount shall be paid at the rate of three percent (3%) over the prime rate used by the largest bank in Boston, Massachusetts per annum. Nothing in this paragraph shall be interpreted to mean that Grantee has the right to dig or otherwise disturb the soil on the Easement Area except as provided for herein or in the applicable approved Work Plan. In addition, the MBTA may exercise all available remedies at law or in equity to achieve the purposes or enforce the provisions of this Section 8.

9. Completion of Work. For each Construction Project performed by Grantee hereunder, including without limitation the original construction and installation of Grantee's Improvements, upon commencement and completion of its work, Grantee shall provide written notice of the date of project commencement and project completion ("Notice of Project Commencement" and "Notice of Project Completion" respectively) to the MBTA. Grantee shall also provide the MBTA and all Railroad specified by the MBTA with one (1) reproducible "As-Built" copy of each approved construction drawing marked to indicate all changes and deviations from the original approved Work Plan and indicating the final conditions of the Easement Area upon completion of the work authorized pursuant to that Work Plan ("Record Drawings"). All Record Drawings shall be received and accepted by the MBTA and the Railroad Companies prior to final inspection, which acceptance shall not be unreasonably withheld, conditioned or delayed. The Notice of Project Commencement, Notice of Project Completion, and the Record Drawings shall be delivered to:

MBTA Railroad Operations Department
Engineering and Maintenance
32 Cobble Hill Road
Somerville, Massachusetts 02143
Attn: Director of Engineering

and

MBTA Capital Delivery Department
Ten Park Plaza, Fifth Floor
Boston, Massachusetts 02116
Attn: Assistant General Manager

All plans prepared pursuant to the terms of this Easement Agreement shall be certified by a land surveyor or civil engineer registered in the Commonwealth of Massachusetts.

10. Compliance with Applicable Laws and Permits. In exercising its rights hereunder, Grantee shall comply with, and shall cause all work by or on behalf of Grantee hereunder to comply with, all Applicable Laws, at its sole cost and expense, including, without limitation, Massachusetts General Laws, Chapter 40, Section 54A, to the extent applicable. Grantee shall also be responsible, at its sole cost and expense, for obtaining, complying with and maintaining any and all federal, state, public utility commission, local and/or other governmental authority permits and/or approvals necessary to carry out the activities performed by or on behalf of Grantee hereunder.
11. Standards; MBTA Special Instructions and MBTA Railroad Operations Directorate. Grantee shall be responsible for all costs and expenses associated with the installation, operation, maintenance, repair, replacement, relocation and removal of the improvements it places or has placed in, on, under, or above the Easement Area. Grantee shall ensure at all times that the installation, operation, maintenance, repair, replacement, relocation and removal of all such improvements comply with sound construction and engineering practices; with the engineering and safety rules and regulations imposed by any governmental authority having jurisdiction over Grantee or the MBTA; with appropriate standards of recognized industry and professional associations, including, but not limited to, applicable building codes; and with the MBTA's standards for engineering and safety referenced in the MBTA Special Instructions dated August 2014, as they may be updated from time to time, and, as applicable, the most current version of the MBTA Railroad Operations Directorate.
12. Indemnification and Release. Grantee, to the extent permitted by law, shall protect, indemnify, defend (at the option of the MBTA), and save the MBTA, and if applicable, the Designated Railroad Operator and any other company operating on the rights-of-way (collectively, except the MBTA, the "Railroad Companies") harmless from and against any and all liabilities, losses, damages, costs, expenses, (including reasonable attorneys' or other professionals' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever (including, without limitation, damages to real estate or personal property, or the illness, injury or death of a person) including, without limitation, those related to any "environmental condition" or to "oil" and "hazardous materials" as those terms are defined in Massachusetts General Laws, Chapter 21E ("Chapter 21E") and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000, et seq. (the "MCP"), (collectively, "Hazardous Materials"), that are actually imposed upon or incurred by or asserted against the MBTA or, as applicable, the Railroad Companies, after the date hereof which occur or arise as a result of any of the following activities or occurrences:
- (i) the activities within the Easement Area of Grantee or those claiming by, through or under Grantee hereunder, including, without limitation, its officers, agents, contractors, tenants, residents, invitees and permittees, or the exercise by Grantee or those claiming by, through or under Grantee of any rights or privileges hereby granted; or

- (ii) the use of the Easement Area by Grantee and anyone claiming by, through or under Grantee including without limitation by Grantee, or its tenants, employees, agents, contractors, or consultants[, and members of the general public] (excluding MBTA employees acting within the scope of their employment and any third parties to whom the MBTA has granted rights in the Easement Area pursuant to Section 13 hereof); or
- (iii) the presence, discovery or revealing of any environmental condition including Hazardous Materials on the Easement Area (or other property of the MBTA adjacent to the Easement Area) or on property of third parties, pre-existing or otherwise, which presence, discovery, or revealing is a result of Grantee's activities hereunder or the activities of those claiming by, through or under Grantee; or
- (iv) the placement of or accidental release of any Hazardous Materials on, in, at, under, over, through or associated with the Easement Area (or other property of the MBTA adjacent to the Easement Area) by Grantee or its employees, agents, contractors or consultants or by the employees, agents, or consultants of Grantee's contractors or subcontractors, including without limitation contamination of the Easement Area (or other property of the MBTA) or property of third parties of any nature caused by or related to any material or storm-water of any nature flowing from the Easement Area; or
- (v) any failure of Grantee or its employees, agents, contractors, or consultants or by the employees, agents, or consultants of Grantee's contractors or subcontractors to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the allowed activities of Grantee hereunder or any part thereof; or
- (vi) any negative impacts directly or indirectly caused by the present or future transportation activities of the MBTA and/or the Railroad Companies, including, without limitation, noise, odor, vibrations, particles, pollution, fumes, compaction, and electromagnetic fields (collectively referred to as "Negative Impacts") that impact or occur to Grantee or anyone claiming by, through, or under Grantee, the Easement Area, Grantee's Improvements or Grantee's Property.

Grantee's covenant to indemnify, defend, and save MBTA harmless from claims related to Hazardous Materials includes indemnifying, defending, and saving the MBTA harmless from claims arising from the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Easement Area or resulting from Grantee's use of the Easement and the Easement Area, and for any Hazardous Materials on abutting property not owned by the MBTA caused by migration of such Hazardous Materials from the Easement Area and such indemnification includes, without limitation, third party claims for property damages and decreases in land values. Further, such indemnification includes the obligation of Grantee to perform any required response action related to the Easement Area and/or other impacted property required by a governmental authority at Grantee's sole cost and expense and

may be applicable.

Grantee has inspected the Easement Area and has decided that the Easement Area is suitable for the uses permitted hereunder and accepts the Easement Area "as is". Subject to the terms and conditions hereof, Grantee assumes all the risk of entry onto and use of the Easement Area and Grantee hereby releases the MBTA and the Railroad Companies from any responsibility for Grantee's losses or damages related to the condition of the Easement Area (including, but not limited to the presence of pre-existing Hazardous Materials), and Grantee covenants and agrees that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim, or any other claim) against the MBTA and the Railroad Companies, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by the Massachusetts Department of Environmental Protection ("MA DEP"), fines or penalties, permit and annual compliance fees, reasonable attorneys' and other professionals' expenses and fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person's death relating to, or arising from, the condition of the Easement Area, or Grantee's use of the Easement Area, or any Negative Impacts. Grantee shall obtain a written release of liability similar to the one in this Paragraph and in the next Paragraph in favor of the MBTA from each of Grantee's consultants and contractors before they enter onto the Easement Area to work on a Construction Project.

In clarification of the above release and covenants of defense and indemnification, and not in limitation of them, Grantee shall indemnify, defend (at the option of the MBTA) and save the MBTA and the Railroad Companies harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' and other professionals' expenses and fees), causes of action, suits, claims, demands or judgments related to the injury, illness or death of any employee of Grantee, or an employee of Grantee's contractors or consultants in the Easement Area or resulting from the exercise of the Easement granted hereunder; except if the "claim" arose solely because of the gross negligence or willful misconduct of the MBTA or the Railroad Companies. It shall not be negligence for the MBTA to allow third parties access to the Easement Area.

The provisions of this Section 12 shall survive the termination of this Easement Agreement.

13. Non-Exclusive. The MBTA reserves to itself all rights not explicitly granted herein. The term "Non-Exclusive," as used herein, shall mean that Grantee does not have exclusive rights in, within, over, under or through the Easement Area. In particular, and not in limitation of the foregoing, the MBTA may have previously granted licenses or easements to third parties for utility and/or communication installations and the MBTA reserves the right for the MBTA, and such licensees and easement holders, to enter onto the Easement Area to maintain, repair, replace, relocate and/or remove said utility and/or communication installations. In addition, the MBTA reserves the right to continue to license to and/or to grant easements to third parties within the Easement Area (whether surface, subsurface or aerial) so long as such grants do not materially interfere with Grantee's use and enjoyment of the rights granted in this Easement Agreement; except that temporary interference shall be allowed during periods of installation and repair and the MBTA shall require such licensees/easement holders to minimize their impact on Grantee and to return the Easement Area to substantially the condition they were previously in as quickly as possible. The MBTA shall not be liable for delays, obstructions, or like occurrences affecting Grantee, arising out of the use of the Easement Area by the MBTA or by others so authorized by the MBTA. Grantee shall take such steps as may be necessary to prevent material interference caused by the work and rights authorized hereunder to any other utility or communication systems located in, on, under or above the Easement Area and any such interference shall be corrected promptly, and at the sole cost and expense of Grantee.
14. Liens. Grantee shall not encumber or voluntarily cause a lien to be placed upon the Easement Area and shall take all commercially reasonable steps necessary to promptly remove any such encumbrances or liens at its sole cost and expense.
15. Removal of Installations/Improvements. At such time as Grantee ceases to use the Easement Area, or in the event of the termination of the Easement, Grantee shall, at its sole cost and expense, remove any and all personal property, improvements and installations made by it in the Easement Area, and restore the Easement Area to the condition it was in at the commencement of this Easement Agreement. Any personal property or installations not so removed shall, at the option of the MBTA, either become the property of the MBTA or be removed by the MBTA and disposed of without any liability to the MBTA for such removal and disposition, all at the sole cost and expense of Grantee.
16. Non-Discrimination. With respect to the exercise of its rights and privileges herein granted, Grantee shall undertake affirmative action as required by federal and state laws, rules and regulations pertinent to civil rights and equal opportunity as applicable to Grantee's rights and obligations hereunder, unless otherwise exempted therefrom. Grantee agrees that it shall comply with any and all required affirmative action plans submitted pursuant to the directives of any federal agency and in accordance with applicable federal law and applicable state laws, rules and regulations.

Grantee shall not discriminate against any person, employee or applicant for employment because of race, color, creed, national origin, age, sex, sexual

orientation, disability, or military veteran status in its activities on the Easement Area, including without limitation, in the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors, or subcontractors.

Grantee shall use commercially reasonable efforts to contact, encourage and utilize minority and female business enterprises in the procurement of materials and services related to its activities on the Easement Area.

17. Work in Harmony. Grantee agrees that in any work performed in, on, or about the Easement Area, it will employ only labor which can work in harmony with labor then working for or on behalf of the MBTA or the Railroad Companies on the Easement Area.
18. Taxes. Grantee shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable during the time during which the Easement continues to exist, which may be assessed against Grantee or the MBTA which are directly attributable to Grantee's installations on, improvements to or use of, the Easement Area, or any personal property or fixtures of Grantee located thereon (collectively referred to as "Taxes"). Grantee shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment.

Grantee may contest in good faith for its own account and at its own expense, the validity or amount of any Taxes, provided Grantee shall indemnify the MBTA against any resulting loss, cost and expense. Grantee shall not permit a lien or encumbrance to be placed on the Easement Area by reason of its failure to pay any Taxes and shall cause the same to be released promptly after notice thereof.

19. Insurance. Grantee (and its consultants and contractors performing work on the Easement Area) shall at all times maintain the following insurance and shall provide the MBTA with a certificate or certificates of insurance and shall, forever thereafter, renew and replace any expired certificate, evidencing the insurance of the activities permitted hereunder, with companies that comply with the requirements stated below, in which the MBTA and others hereinafter specified are either additional insureds or named insureds as their interests may appear and which provide minimum liability coverage as follows:

- (i) Commercial General Liability Insurance:

Insuring Grantee, the MBTA, the Railroad Companies, the Easement Area, and all activities of Grantee permitted pursuant to this Easement Agreement, as well as Grantee's indemnification obligations contained herein, with minimum liability coverage for personal injury, bodily injury and property damage with limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). This policy shall name the MBTA and the Railroad Companies

as additional insureds. This policy shall provide coverage on a primary and non-contributory basis for the MBTA and the Railroad Companies. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA and the Railroad Companies. This policy must contain endorsement(s) or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CG 24 17 10 01.

- (ii) Workers' Compensation Insurance and Employers' Liability Insurance:
Insuring all persons employed by Grantee in connection with any work done on or about the Easement Area with respect to which claims for death or bodily injury could be asserted against the MBTA, including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. Each of Grantee's contractors, subcontractors, and consultants performing work on or about the Easement Area shall have similar policies covering their employees. All policies of insurance required by this Section 19(ii) must contain a clause waiving the right of subrogation in favor of the MBTA and the Railroad Companies.
- (iii) Automobile Liability Insurance:
Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) covering all owned, non-owned, hired, rented or leased vehicles of Grantee and its subcontractors and consultants that are used in the activities permitted hereunder. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). This policy shall name the MBTA and the Railroad Companies as additional insureds. This policy shall provide coverage on a primary and non-contributory basis for the MBTA and the Railroad Companies. This policy must contain endorsement(s) or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CA 20 70 10 01.
- (iv) Umbrella Liability Insurance:
Umbrella liability insurance with limits of not less than Ten Million Dollars (\$10,000,000) providing excess coverage over all limits and coverage noted in paragraph (i) and paragraph (iii) above. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). This policy shall name the MBTA and the Railroad Companies as additional insureds. This policy shall provide coverage on a primary and non-contributory basis for the MBTA and the Railroad Companies. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA and the Railroad Companies. This policy must contain endorsement(s) or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CU 24 09 03 05.
- (v) Insurance during Construction and Installation:

Grantee shall procure or cause to be procured builder's all risk insurance during any period when a Construction Project is being undertaken by or on behalf of Grantee on the Easement Area.

(vi) Railroad Protective Liability Insurance:

In the event that any work occurs within fifty (50) feet of an active right-of-way or if any work of any kind by Grantee poses a risk to foul an active right-of-way, Grantee shall procure Railroad Protective Liability Insurance insuring the MBTA and the Railroad Companies with limits of not less than Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of one (1) person, and, subject to that limit for each person, a total limit of Ten Million Dollars (\$10,000,000) for all damages arising out of bodily injury to or death of two (2) or more persons in any one (1) accident. The MBTA and the Railroad Companies shall be "first named insureds" on the Railroad Protective Liability Insurance Policy. The Designated Railroad Operator shall be provided with an original policy of Railroad Protective Liability Insurance and the MBTA and remaining Railroad Companies shall be provided with a certificate of insurance; in the event there is no Designated Railroad Operator, then the MBTA shall be provided with the original policy.

The MBTA may require reasonable increases in limits of the above insurance coverages from time to time. The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better, shall be kept in full force and effect at all times, shall be primary and non-contributory to any insurance or self-insurance maintained by the MBTA and the Railroad Companies, and shall require that the MBTA be given at least thirty (30) days' advance written notice in the event of any cancellation or non-renewal in coverage. All required policies of insurance shall not contain any exclusions for acts of terrorism, and shall fully cover any acts of terrorism. All such insurance as is required of Grantee shall be provided by or on behalf of all contractors, subcontractors and consultants to cover their operations performed. At the inception date of this Easement Agreement and throughout the term of this Agreement, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required. Grantee shall be held responsible for any modifications, deviations, or omissions in the compliance with these requirements by any contractor, subcontractor or consultant of Grantee.

20. Notices. All notices to be given pursuant to the terms hereof shall either be delivered in hand by messenger with signed receipt or by recognized overnight courier services with signed receipt, or shall be mailed by certified or registered mail, return receipt requested, postage prepaid, to the party entitled to receive such notice addressed as described below. Notices shall be deemed given when delivered by messenger or overnight courier service on the date of the delivery as aforesaid or when deposited in certified or registered United States mail, postage prepaid, return receipt requested.

IF TO THE MBTA:

Massachusetts Bay Transportation Authority
Ten Park Plaza, Suite 5720
Boston, Massachusetts 02116
Attn: Deputy Chief Real Estate Officer

and

MBTA Railroad Operations Department
Engineering and Maintenance
32 Cobble Hill Road
Somerville, Massachusetts 02143
Attn: Director of Engineering

WITH A COPY TO:

Greystone Real Estate Advisory Group
20 Park Plaza, Suite 1120
Boston, Massachusetts 02116

With a copy to any other address as the MBTA may direct at any time by giving fifteen (15) days' written notice thereof to the other party in accordance with the provisions herein.

IF TO GRANTEE:

City of Haverhill
40 South Porter Street
Haverhill, Massachusetts 01835
Attn: Robert Ward

WITH A COPY TO:

Attn: _____

Grantee and the MBTA shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this Easement Agreement any other address or addresses by giving fifteen (15) days' written notice thereof to the other party in accordance with the provisions herein. Grantee, and its successors and assigns, shall notify the MBTA in writing upon or promptly after the conveyance by Grantee of its interest, or its successors' and assigns' interest, in this Easement Agreement, which notice shall include the new grantee's name, address and contact information.

21. Advertisements; Signage. No advertising signs, boards, billboards, or banners of any nature may be affixed to the Easement Area.

22. Governing Law. The validity, construction and interpretation of this Agreement will be in accordance with the laws of the Commonwealth of Massachusetts.
23. Bind and Inure. The obligations and benefits created pursuant hereto shall run with the land and be binding upon and inure to the benefit of the respective parties, their successors and assigns.
24. Waiver. No consent or waiver, expressed or implied by Grantee or the MBTA to or for any breach of any covenant, condition or duty of the other party hereunder shall be construed as a consent or waiver to or for any other breach of the same or any other covenant, condition or duty hereunder.
25. Event of Default. The MBTA may terminate this Easement Agreement in the event Grantee shall fail to comply with any term or condition herein (an "Event of Default") within thirty (30) days from receipt of written notice from the MBTA of such Event of Default to cure such Event of Default (except that in the case of an Event of Default which cannot with due diligence be cured within such thirty day (30) period, then so long as Grantee proceeds with due diligence to commence to cure the same within the aforesaid thirty (30) day period and thereafter prosecutes the curing of such Event of Default with due diligence to completion, the time of Grantee within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with due diligence in the reasonable opinion of the MBTA). Notwithstanding the preceding, if the Event of Default is one that threatens the safety of the public or the ability of the MBTA or a Railroad Company to operate the transportation system and/or conduct any of its daily business functions, then it shall be considered an Emergency Default and if Grantee does not affect an immediate cure, the MBTA may use self-help at the expense of Grantee and Grantee shall be responsible for such expenses as well as for a fifteen percent (15%) administrative fee above the expenses.
26. The MBTA's Termination Right. The MBTA may terminate all or any portion of the Easement upon giving Grantee at least twenty-four (24) months' advance written notice (the "Notice Period"). The MBTA acknowledges and agrees that it shall exercise this right only in the event that Grantee's continued use of the Easement Area would interfere with the MBTA's use of the Easement Area in connection with transit and/or rail-related purposes. The termination of the right of Grantee to use the Easement Area shall be effective upon the recording of a Notice of Termination by the MBTA after the Notice Period at the Registry. Grantee shall not be entitled to any refund of any consideration paid on account of the MBTA's exercise of its termination rights pursuant to this Section. Upon any such termination or partial termination as provided above, if requested to do so by the MBTA, Grantee shall at its sole cost and expense remove all or any portion of Grantee's Improvements and restore the Easement Area to the condition it was in prior to the grant of the Easement. The MBTA shall not be responsible or liable for any direct, indirect or consequential costs or damages incurred by Grantee as a result of any such termination or required removal, including, without limitation, pursuant to Massachusetts General Laws, Chapter 79.

27. Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties and, except as otherwise provided herein, may be terminated, cancelled, modified or amended only by a written instrument executed by both the MBTA and Grantee and recorded with the Registry.
28. Limited Liability. In no event shall any partner, trustee, principal, officer, director, shareholder, employee or agent of Grantee or the MBTA have or incur any personal liability for any of the liabilities or obligations of Grantee or the MBTA, as applicable, hereunder and no personal judgment shall be sought, levied or enforced against any such person individually.
29. Severability. If any provision hereof shall to any extent be invalid or unenforceable, the remainder hereof (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each provision hereof shall be valid and enforceable to the fullest extent permitted by Applicable Laws.

[Signatures on following pages]

IN WITNESS WHEREOF, the MBTA and Grantee have hereunto set their hand and seal this ____ day of _____, 2025.

MBTA:

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On the ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of the Massachusetts Bay Transportation Authority.

Notary Public

Print Name

My commission expires: _____

[Additional Signatures on following page]

GRANTEE:

CITY OF HAVERHILL

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On the _____ day of _____, 2025, before me, the undersigned notary public, personally appeared, _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of _____.

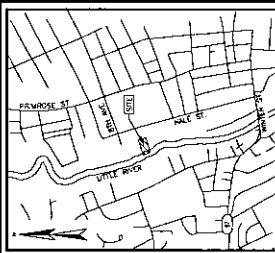
Notary Public

Print Name

My Commission expires: _____

Exhibit A

Reduced size copy of recorded Easement Plan attached.



MELINDA E. BARRETT
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

5.5

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

June 13, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: Order - Lease Agreement with Between Peace Love Happiness LLC

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

Attached is an order to approve a lease agreement with the City of Haverhill and Between Peace Love Happiness LLC located at 443 West Lowell Avenue for a five-year lease.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



Document

5.5.1

CITY OF HAVERHILL

In Municipal Council

19 APR 51
CITY CLERK

Ordered:

**Execution of Commercial Lease
Between Peace Love Happiness LLC (Landlord)
And**

The City of Haverhill (Tenant)

For the Premises Situated at 443 West Lowell Avenue, Haverhill, Massachusetts

At a regularly convened meeting of the City Council of the City of Haverhill, held on the
____ day of _____, 2025, it was voted as follows,

That the City Council of the City of Haverhill, duly elected, qualified and acting as such, on behalf of the City, votes to enter into and execute a five-year lease, with renewals, for leased premises located at 443 West Lowell Avenue, Haverhill, Massachusetts, upon the terms contained in the lease submitted herewith, and further authorize the Mayor to execute the lease with Peace Love Happiness LLC and to take any other action, necessary or convenient, to carry out this vote.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

Massachusetts Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective June 18, 2025, by and between Peace Love Happiness, LLC with an address of 16 Commonwealth Avenue, Salisbury, MA 01952 ("Landlord") and City of Haverhill with an address of 4 Summer Street, Haverhill, MA 01830 ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 443 West Lowell Avenue, Haverhill, Massachusetts 01830 and legally described as follows (the "Building"):

Landlord makes available for lease a portion of the Building the whole second floor of the leased building; 1,000 square feet of storage in the basement, including 28 parking spaces and the grassy area to the right of the school that will be fenced off to use as a playground. (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of Five years beginning June 18, 2025 and ending June 18, 2030. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for two extended terms of five years. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than one hundred and eighty days (180) days prior to the expiration of the Initial Term.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$180,000 per year, payable in installments of \$15,000 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord or at such other place designated by written notice from Landlord or Tenant.

The monthly rent specified herein shall be inclusive of all amounts due from Tenant under this Lease. Tenant shall not be responsible for any additional payments of any kind, including but not limited to payments for taxes, utilities, common area maintenance, or other operating expenses, unless expressly stated otherwise in this Lease.

Tenant shall pay to Landlord a one-time, non-refundable lump sum in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the "Fit-Out Contribution") as a contribution toward the cost of the initial fit-out and improvements to the Premises. The Fit-Out Contribution shall be paid in installments as follows: fifty percent (50%) shall be payable within thirty (30) days following the execution of this Lease, twenty-five percent (25%) shall be payable at the midway point of the completion of the improvements, and the remaining twenty-five percent (25%) shall be payable upon completion of the improvements. The parties acknowledge and

agree that the Fit-Out Contribution is provided solely for the purpose of funding improvements to the Premises and shall not be deemed prepaid rent or a security deposit, nor shall it be refundable under any circumstance.

3. Use

Notwithstanding the forgoing, the Tenant shall use the Leased Premises for the purposes of educational purposes including but not limited to office space and class rooms.

4. Sublease and Assignment.

Tenant shall not have the right to sublease or assign this Lease.

5. MAINTENANCE OF BUILDING; Repairs.

During the Lease Term, Tenant shall, at Tenant's sole cost and expense, be responsible for the routine maintenance and repair of the interior portions of the Leased Premises, limited to items located within the four walls of the Leased Premises. Including but not limited to thermostats, light switches, lights, light bulbs, bathroom fixtures.

Landlord shall, at its sole cost and expense, be responsible for maintaining in good order, condition, and repair all major building systems and structural components serving the Leased Premises, including, without limitation, the foundation, roof, structural walls, exterior doors and windows, and all major mechanical, electrical, plumbing, and HVAC systems. Landlord shall also be responsible for all preventive maintenance of the HVAC system, including maintaining a service contract and performing at least two filter changes per year. The Landlord shall also ensure that the temperature within the Premises is maintained in a manner that complies pursuant to 603 CMR 18.00. In the event the HVAC system fails to maintain this temperature range, Landlord shall, at its sole cost and expense, restore the system to proper working order within two (2) business days of receiving written notice from Tenant of the issue.

Tenant shall not be responsible for maintaining or contracting for maintenance of the HVAC system or other major mechanical systems.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, including, without limitation, the installation or construction of a playground. Landlord's consent to any alterations and improvements shall not be unreasonably withheld. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Insurance.

Insurance Requirements – Property

Landlord shall maintain property insurance on the Building, including the Leased Premises (excluding Tenant's personal property and trade fixtures), on a replacement cost basis, insuring against fire and other perils commonly covered under a Special Form (formerly "All Risk") policy.

Tenant shall be responsible for maintaining property insurance on its own personal property, equipment, trade fixtures.

Landlord and Tenant each agree to waive rights of recovery against the other party (including their officers, employees, and agents) for any property damage covered by their own insurance.

Insurance Requirements – General Liability

Tenant shall maintain the following insurance coverages throughout the term of the Lease:

1. **Commercial General Liability Insurance** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage for bodily injury, property damage, personal and advertising injury, and contractual liability.
2. **Waiver of subrogation:** each party waives all rights of subrogation against the other for claims covered by general liability insurance.

8. Utilities.

Landlord shall pay all charges for water, sewer, electricity, and other services and utilities (excluding internet) used by Tenant on the Leased Premises during the term of this Lease, unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

9 Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. Parking.

During the term of this Lease, Tenant shall have the exclusive right to use twenty-eight (28) designated parking spaces within the structured parking area serving the Building. These spaces shall be available for use by

Tenant, its employees, agents, and invitees, and Landlord shall not reassign, revoke, or otherwise interfere with Tenant's rights to these spaces during the Lease term, except in cases of emergency or as required by law.

Tenant shall also have the non-exclusive right to use, in common with Landlord, other tenants of the Building, and their guests and invitees, the common parking areas, driveways, and footways serving the Building, subject to reasonable rules and regulations established by Landlord.

11. Damage and Destruction.

The Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

12. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

13. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

14. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Susan Leger-Ferraro

16 Commonwealth Avenue, Salisbury, MA 01952

If to Tenant to:

Mayor Melinda E. Barrett

4 Summer Street, Haverhill, MA 01830

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

15. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

16. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

17. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

18. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

19. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

20. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

21. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

22 Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

23. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

24. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Peace Love Happiness, LLC

By: Susan Leger-Ferraro, Manager

City of Haverhill

By: Mayor Melinda E. Barrett

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

5.6

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

June 13, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: FY26 Budget Orders

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

I, Mayor Barrett respectfully submit for your approval the following orders for the FY26 budget:

1. \$ 267,347,403.00 - General Fund
2. \$13,917,824.00 - Water Department
3. \$16,130,448.00 - Wastewater Department
4. Revolving Funds
5. Police Training

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



5.7

Document

City of Haverhill

In Municipal Council June 1, 2025

Ordered:

That the sum of **\$267,347,403** be and is hereby raised and appropriated designated as appropriation on the attached and further that said appropriation be funded in the following manner:

\$5,200,000	Free Cash
\$ 229,057	Water Receipts
\$ 679,005	Wastewater Receipts
\$ 125,000	Transfer from Other Available Funds
\$261,114,341	Taxation and Other Receipts

JUN 13 AM 8:36
HAVERHILL CITY CLERK

Introduced by Mayor Melinda E. Barrett

an Order Concerning Appropriations for the Fiscal Year Beginning July 1, 2025

City Council
City of Haverhill

Submitted June 1, 2025

Ordered that the following sums, designated as appropriations, are hereby appropriated in the General Fund of the City of Haverhill.						
	Salaries Appropriation	Expenses Appropriation	Capital Appropriation	Department Totals	State and Other Assessments	Grand Totals
General Government						
City Council	234,279	8,100		242,379		242,379
Mayor's Office	432,688	210,250		642,938		642,938
Auditor's Office	377,209	139,381		516,590		516,590
Treasurer/Collector	469,208	251,300		720,508		720,508
Constituent Services	109,442	15,500		124,942		124,942
Assessing	297,788	179,215		477,003		477,003
Purchasing	100,547	12,050		112,597		112,597
Law Department	46,818	536,000		582,818		582,818
Economic Development	291,516	56,162		347,678		347,678
Building Maintenance	79,127	298,500		377,627		377,627
Human Resources	318,404	147,550		465,954		465,954
Municipal Information Systems	160,000	638,134	50,000	848,134		848,134
City Clerk	594,766	171,380		766,146		766,146
	3,511,792	2,663,522	50,000	6,225,314	0	6,225,314
Public Safety						
Police Department	14,399,408	1,813,628	353,000	16,566,036		16,566,036
Fire Department	13,774,480	1,029,809	5,824	14,810,113		14,810,113
	28,173,888	2,843,437	358,824	31,376,149	0	31,376,149
Education						
Whittier Regional School		8,704,320		8,704,320		8,704,320
North Shore/Essex Regional School		664,063		664,063		664,063
School Other Funding		15,000		15,000		15,000
School Department		133,801,660		133,801,660		133,801,660
	0	143,185,043	0	143,185,043	0	143,185,043
Public Works						
Administration	59,607	44,804		104,411		104,411
Highways	1,404,280	840,655	112,000	2,356,935		2,356,935
Solid Waste/Recycling	218,185	5,977,950	7,858	6,203,993		6,203,993
Parking	51,726	369,101		420,827		420,827
Street Marking Division		116,883		116,883		116,883
Fleet Maintenance	274,157	49,080		323,237		323,237
Parks Department	584,634	332,850		917,484		917,484
Street Lighting		725,800		725,800		725,800
Snow & Ice Removal	229,330	980,670		1,210,000		1,210,000
	2,821,919	9,437,793	119,858	12,379,570	0	12,379,570
Human Services						
Citizens Center	303,619	188,010		491,629		491,629
Veterans Service	115,545	558,000		673,545		673,545
Senior Services	13,500	2,700		16,200		16,200
Public Health	247,498	9,000		256,498		256,498
Stadium Commission		59,000		59,000		59,000
Recreation	193,129	85,000		278,129		278,129
Inspectional & Health Services	1,205,528	46,950		1,252,478		1,252,478
Public Library	1,665,862	293,585		1,959,447		1,959,447
	3,744,681	1,242,245	0	4,986,926	0	4,986,926
Debt Service						
Employee Benefits						
Retirement Fund		22,967,281		22,967,281		22,967,281
Unemployment Compensation		230,000		230,000		230,000
Group Insurance		29,765,000		29,765,000		29,765,000

	Salaries Appropriation	Expenses Appropriation	Capital Appropriation	Department Totals	State and Other Assessments	Grand Totals
Payroll Taxes (FICA/Medicare)		2,103,796		2,103,796		2,103,796
Workers Compensation		915,000		915,000		915,000
Indemnification of Retirees		121,000		121,000		121,000
Sick Leave Bank		126,000		126,000		126,000
Vacation Accrual		55,000		55,000		55,000
Injured on Duty Clams		230,968		230,968		230,968
Other	0	56,514,045	0	56,514,045	0	56,514,045
Capital Projects						0
General Liability Insurance		1,303,678		1,303,678		1,303,678
Salary Reserve	1,080,000			1,080,000		1,080,000
Stabilization Fund				0		0
Budget Reserve		805,660		805,660		805,660
Other Deficits (Snow & Ice)				0		0
State Assessments (Cherry Sheets)				0	9,524,221	9,524,221
Reserve for Abatements and Exemptions		0		0	250,000	250,000
	1,080,000	2,109,338	0	3,189,338	9,774,221	12,963,559
Total General Fund	39,332,280	227,486,441	528,682	267,347,403	9,774,221	277,121,624



5.8

Document

City of Haverhill

In Municipal Council June 1, 2025

JUN 13 AM 8:37
HVCITYCLERK

Ordered:

That as part of the fiscal year 2026 annual budget the sum of **\$13,917,824** be appropriated to operate the Water Department for items marked as appropriated on the attached.

And that \$ 14,146,881 come from Water Revenue

And that \$ 0 come from Available Retained Earnings

And that \$ 229,057 be appropriated in the General Fund and funded from Water Receipts

Introduced by the Mayor Melinda E. Barrett

Submitted June 1, 2025

an Order Concerning Appropriations for the Fiscal Year Beginning July 1, 2025

Ordered that the following sums, designated as appropriations, are hereby appropriated in the Water Fund of the City of Haverhill and that \$229,057 be appropriated in the General Fund and funded from Water revenue.

	Salaries Appropriation	Expenses Appropriation	Capital Appropriation	Total City	Other Assessments From General Fund	Grand Totals
General Operations	2,969,665	3,160,435	390,000	6,520,100		6,520,100
Engineering	661,774	204,298		866,072		866,072
Conservation	148,570	10,050		158,620		158,620
Transfers		0		0	229,057	229,057
Benefits	1,704,075			1,704,075		1,704,075
Debt		4,526,123		4,526,123		4,526,123
Reserves		0		0		0
Insurance		142,834		142,834		142,834
Total Water Fund	5,484,084	8,043,740	390,000	13,917,824	229,057	14,146,881

Be it further ordered that the City appropriations and assessments in the Water Fund are to be financed by estimated revenues drawn from the following sources.

	Charges for Services	Other Revenue	Engineering Fees	Total Revenue	Available Fund Balance	Grand Totals
Water Fund	13,808,031	185,000	153,850	14,146,881	-	14,146,881
Total Water Fund	13,808,031	185,000	153,850	14,146,881	-	14,146,881

Water WW Appropriation 26 6/3/2025



5.9

Document

City of Haverhill

In Municipal Council June 1, 2025

Ordered:

That as part of the fiscal year 2026 annual budget the sum of **\$16,130,448** be appropriated to operate the Wastewater Department for items marked as appropriated on the attached.

And that \$ 16,348,592 come from Wastewater Revenue

And that \$ 460,861 come from available Retained Earnings

And that \$ 679,005 be appropriated in the General Fund and funded from Wastewater receipts.

JUN 13 AM8:36
HAVCITYCLERK

City Council
City of Haverhill
Submitted June 1, 2025

Introduced by the Mayor Melinda E. Barrett
an Order Concerning Appropriations for the Fiscal Year Beginning July 1, 2025

Ordered that the following sums, designated as appropriations, are hereby appropriated in the Wastewater Fund
of the City of Haverhill and that \$679,005 be appropriated in the General Fund and funded from Wastewater revenue.

	Salaries Appropriation	Expenses Appropriation	Capital Appropriation	Total City	Other Assessments From General Fund	Grand Totals
General Operations	2,994,104	5,885,332	1,005,000	9,884,436		9,884,436
Stormwater	94,569	305,100	122,000	521,669		521,669
Transfers	0	0		0	679,005	679,005
Benefits	1,518,030			1,518,030		1,518,030
Debt		4,111,744		4,111,744		4,111,744
Reserves		0		0		0
Insurance		94,569		94,569		94,569
Total Wastewater Fund	4,606,703	10,396,745	1,127,000	16,130,448	679,005	16,809,453

Be it further ordered that the City appropriations and assessments in the Wastewater Fund are to be financed by estimated revenues
drawn from the following sources.

	Charges for Services	Other Revenue	Total Revenue	Available Fund Balance	Grand Totals
Wastewater Fund	16,128,592	220,000	0	460,861	16,809,453
Total Wastewater Fund	16,128,592	220,000	0	460,861	16,809,453



Document

City of Haverhill

In Municipal Council June 1, 2025

5.10
JUN 13 AM 8:37
HAVCITYCLERK

Ordered:

That the City Council, in accordance with the City Ordinance Chapter 83, set the annual budget for the following revolving funds:

Recreation and Youth Activities	\$175,000
Veteran's Memorial Skating Rink	\$456,000
Citizens Center Rental	\$ 30,000
Council on Aging Activities	\$ 50,000
Wood School Daycare	\$100,000
Municipal Open Space Management	\$100,000



Document

CITY OF HAVERHILL

In Municipal Council

5.11

Ordered:

That \$25,000 will be transferred from fiscal 2024 certified free cash to fund Police Training.

JUN 13 AM 8:37
HAVCITYCLERK

MELINDA E BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

5.12

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

June 12, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: Proposed Order – Water and Wastewater User Rates

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

Please see attached a proposed City Council Order establishing the water and wastewater user rates for FY26 Budget. The proposed water and wastewater rates are \$5.93 and \$7.95 respectively. These are the same rates that were presented at the City Council budget hearing. The Order provides a 15% discount to persons that qualify under M.G.L. Chapter 59, Section 5, Clause 41C.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



Haverhill

Robert E. Ward, DPW Director
Phone: 978-374-2382 Fax: 978-521-4083
rward@haverhillMA.gov

Date: June 11, 2025

To: The Honorable Melinda E. Barrett
Mayor of Haverhill

From: Robert E. Ward *RW*
DPW Director

Subject: Proposed City Council Order for Water and Wastewater User Rates

For approval with the FY26 budget attached is a proposed City Council Order establishing the water and wastewater user rates for the FY26 budget. A copy of the current Order is also attached for your reference.

The proposed water and wastewater rates are \$5.93 and \$7.95, respectively. These are the rates presented at the City Council budget hearing. The Order provides a 15% discount to persons that qualify under M.G.L. Chapter 59, Section 5, Clause 41C.

The proposed rate increase will generate the necessary revenue to:

- Support essential infrastructure investments, including the repair and replacement of aging water and sewer lines, upgrading treatment plants, upgrading pumping stations, and enhancing system resilience
- Cover rising operation and maintenance costs such as sludge disposal, energy costs, labor expenses, chemicals, materials, and equipment
- Meet increasing regulatory obligations, including necessary upgrades and investments to ensure compliance and protect public health

A responsible rate increase is essential to maintain the financial stability of our water and sewer systems. It will provide adequate revenue to fund capital improvement projects, repay existing debt obligations, maintain appropriate reserves, and sustain the long-term financial health of our utility operations.

If this order is acceptable, please forward it to the City Clerk to place on the City Council meeting agenda with the FY26 Budget Council Orders for the June 17th meeting.

If you need additional information, please call me at extension 2382.

Attachments

Cc: Christine Lindberg, Mayor Chief of Staff, clindberg@haverhill.MA.gov
Angel A. Perkins, City Auditor/Finance Director, aperkins@haverhillMA.gov
Lynn Spitalere, Interim Treasurer/Collector, lsptalere@haverhillMA.gov
Elizabeth I. Remmes, W/WW Billing/Collection Manager, bremmes@haverhillMA.gov
Allana J. McOsker, DPW Business Manager, ajmcosker@haverhillMA.gov



DOCUMENT
CITY OF HAVERHILL

In Municipal Council



ORDERED:

An Order Relating to Water and Wastewater Rates

That Document #59 of June 10, 2024, (An Order Relating to Water and Wastewater Rates) be and is hereby deleted in its entirety and the following inserted in place thereof:

**RATES FOR WATER AND WASTEWATER
EFFECTIVE JULY 1, 2025**

The City Council of the City of Haverhill hereby establishes the wastewater user rate shall be \$7.95 per hundred cubic feet and the water user rate shall be \$5.93 per hundred cubic feet.

Those persons that qualify pursuant to M.G.L. Chapter 59, Section 5, Clause 41C, as adopted by the City from time to time, shall receive a fifteen (15) percent discount on the above rates.



DOCUMENT 59

CITY OF HAVERHILL

In Municipal Council June 10 2024

ORDERED:

An Order Relating to Water and Wastewater Rates

That Document #62 of June 13, 2023, (An Order Relating to Water and Wastewater Rates) be and is hereby deleted in its entirety and the following inserted in place thereof:

RATES FOR WATER AND WASTEWATER EFFECTIVE JULY 1, 2024

The City Council of the City of Haverhill hereby establishes the wastewater user rate shall be \$7.71 per hundred cubic feet and the water user rate shall be \$5.76 per hundred cubic feet.

Those persons that qualify pursuant to M.G.L. Chapter 59, Section 5, Clause 41C, as adopted by the City from time to time, shall receive a fifteen (15) percent discount on the above rates.

PASSED

Attest:

Kathleen M. Wright City Clerk

APPROVED:

Michael J. Bunker Mayor

HAVERHILL CLERK JUN 5 24 04:52:28



8.1

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

June 12, 2025

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Christine Webb, MAA
Assessor

HAVERHILL CITY CLERK
JUN 12 AM 8:52

Transaction Summary All Years
City of Haverhill

All Entry Date range 05/01/2025 through 05/31/2025 for Abatements,Exemptions

Totals	Tax	Interest	Fees	Tax	Interest	Fee	Refund	Abate	Exemp	Adjust	Transfers
	Paid	Paid	Paid	Reversals	Reversals	Reversals	Reversals	Reversals			
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	414.83	0.00	0.00	0.00
2022 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	414.83	0.00	0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	414.83	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	445.97	0.00	0.00	0.00
2023 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	445.97	0.00	0.00	0.00
2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	445.97	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00	0.00	0.00	0.00
2024 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,112.76	0.00	0.00	0.00
2024 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,112.76	0.00	0.00	0.00
2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,220.76	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00	0.00	0.00	0.00
2025 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,795.34	0.00	0.00	0.00
2025 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,795.34	0.00	0.00	0.00
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,430.00	0.00	0.00
2025 Real Estate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,430.00	0.00	0.00
2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,903.34	7,430.00	0.00	0.00
Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,984.90	7,430.00	0.00	0.00
Total All Charges								43,414.90			



Total All Charges: Add all columns except Adjustments.

City Council Special Permit

CCSP-25-5

Submitted On: May 12, 2025

Applicant

 GARY MORRIS
 9783764214
@ garymorris412@yahoo.com

Primary Location

10 OLD AMESBURY LINE RD
Haverhill, MA 01830

10.1

Important: Please Read Before Starting Your Application

Applicant Information

What is Your Role in This Process?

Owner

Applicant Business/Firm Name

na

Applicant Business/Firm Phone

978 376 4214

Applicant Business/Firm Address

10 old amesbury line rd

Applicant Business/Firm City

haverhill

Applicant Business/Firm State

ma

Applicant Business/Firm Zip

01830

New Field

--

05/12/2025 10:00 AM
GARY MORRIS
9783764214

Property Information

Proposed Housing Plan Name

na

Proposed Street Name(s)

na

How Long Owned by Current Owner?

17 years

Type of Dwelling(s) Planned in Project

Single Family

Lot Dimension(s)

na

Registry Plat Number, Block & Lot

430-10-3A

Zoning District Where Property Located

RL - Residential Low Density

Deed Recorded in Essex South Registry: Block Number

10

Deed Recorded in Essex South Registry: Page

430

Does the Property Have Multiple Lots?

No

Thoroughly Describe the Reason(s) for thre Special Permit

4 permanent storage units

Property Description

In the yard

Current Property Use

Residential Housing

TOTAL Number of Units Planned

4

TOTAL Number of Parking Spaces Planned

0

Planned Lot Use

Special Circumstances

Building Coverage

--

Dimensional Variance

--

Front Yard Setback

--

Rear Yard Setback

--

Lot Depth

--

Building Height

--

Open Space

--

Sign Size

--

Other

--

Side Yard Setback

--

Lot Frontage

--

Lot Area

--

Floor Area Ratio

--

Parking

--

Use

--

Hearing Waiver

Agrees

Yes

Agreement & Signature

Agrees

true

PLEASE READ



Conservation Department Review

Record No. CCSP-25-5

Status Completed

Became Active May 12, 2025

Assignee Robert Moore

Due Date None





Primary Location

10 OLD AMESBURY LINE RD
Haverhill, MA 01830

Owner

MORRIS FAMILY IRREVOCABLE TRUS MORRIS JAMIE
RACHAEL-TRUSTEE
OLD AMESBURY LINE RD 10 HAVERHILL, MA 01830

Applicant

 GARY MORRIS
 978-376-4214
 garymorris412@yahoo.com
 10 OLD AMESBURY LINE ROAD
HAVERHILL, MASS. 01830

Step Activity

OpenGov system activated this step	05/12/2025 at 10:05 am
OpenGov system assigned this step to Robert Moore	05/12/2025 at 10:05 am
Robert Moore approved this step	05/12/2025 at 10:42 am

Fire2 Department Review

Record No. CCSP-25-5

Status Completed

Became Active May 12, 2025

Assignee Robert Irvine

Due Date None





Primary Location

10 OLD AMESBURY LINE RD
Haverhill, MA 01830

Owner

MORRIS FAMILY IRREVOCABLE TRUS MORRIS JAMIE
RACHAEL-TRUSTEE
OLD AMESBURY LINE RD 10 HAVERHILL, MA 01830

Applicant

 GARY MORRIS
 978-376-4214
 garymorris412@yahoo.com
 10 OLD AMESBURY LINE ROAD
HAVERHILL, MASS. 01830

Step Activity

OpenGov system activated this step	05/12/2025 at 10:05 am
OpenGov system assigned this step to Robert Irvine	05/12/2025 at 10:05 am
Robert Irvine approved this step	05/27/2025 at 4:21 pm

Health Department Review

Record No. CCSP-25-5

Status Completed

Became Active May 12, 2025

Assignee Mark Tolman

Due Date None





Primary Location

10 OLD AMESBURY LINE RD
Haverhill, MA 01830

Owner

MORRIS FAMILY IRREVOCABLE TRUS MORRIS JAMIE
RACHAEL-TRUSTEE
OLD AMESBURY LINE RD 10 HAVERHILL, MA 01830

Applicant

 GARY MORRIS
 978-376-4214
 garymorris412@yahoo.com
 10 OLD AMESBURY LINE ROAD
HAVERHILL, MASS. 01830

Step Activity

OpenGov system activated this step	05/12/2025 at 10:05 am
OpenGov system assigned this step to Bonnie Dufresne	05/12/2025 at 10:05 am
Bonnie Dufresne reassigned this step from Bonnie Dufresne to Mark Tolman	05/12/2025 at 10:06 am
Mark Tolman approved this step	05/13/2025 at 8:40 am



Storm Water Review

Record No. CCSP-25-5

Status Completed

Became Active May 12, 2025

Assignee Robert Moore

Due Date None





Primary Location

10 OLD AMESBURY LINE RD
Haverhill, MA 01830

Owner

MORRIS FAMILY IRREVOCABLE TRUS MORRIS JAMIE
RACHAEL-TRUSTEE
OLD AMESBURY LINE RD 10 HAVERHILL, MA 01830

Applicant

 GARY MORRIS
 978-376-4214
 garymorris412@yahoo.com
 10 OLD AMESBURY LINE ROAD
HAVERHILL, MASS. 01830

Step Activity

OpenGov system activated this step	05/12/2025 at 10:05 am
OpenGov system assigned this step to Robert Moore	05/12/2025 at 10:05 am
Robert Moore approved this step	05/12/2025 at 10:43 am



Building Inspector Review

Record No. CCSP-25-5

Status Active

Became Active May 12, 2025

Assignee Tom Bridgewater

Due Date None





Primary Location

10 OLD AMESBURY LINE RD
Haverhill, MA 01830

Owner

MORRIS FAMILY IRREVOCABLE TRUS MORRIS JAMIE
RACHAEL-TRUSTEE
OLD AMESBURY LINE RD 10 HAVERHILL, MA 01830

Applicant

 GARY MORRIS
 978-376-4214
 garymorris412@yahoo.com
 10 OLD AMESBURY LINE ROAD
HAVERHILL, MASS. 01830

Step Activity

OpenGov system activated this step

05/12/2025 at 10:05 am

OpenGov system assigned this step to Tom Bridgewater

05/12/2025 at 10:05 am

04 12 25

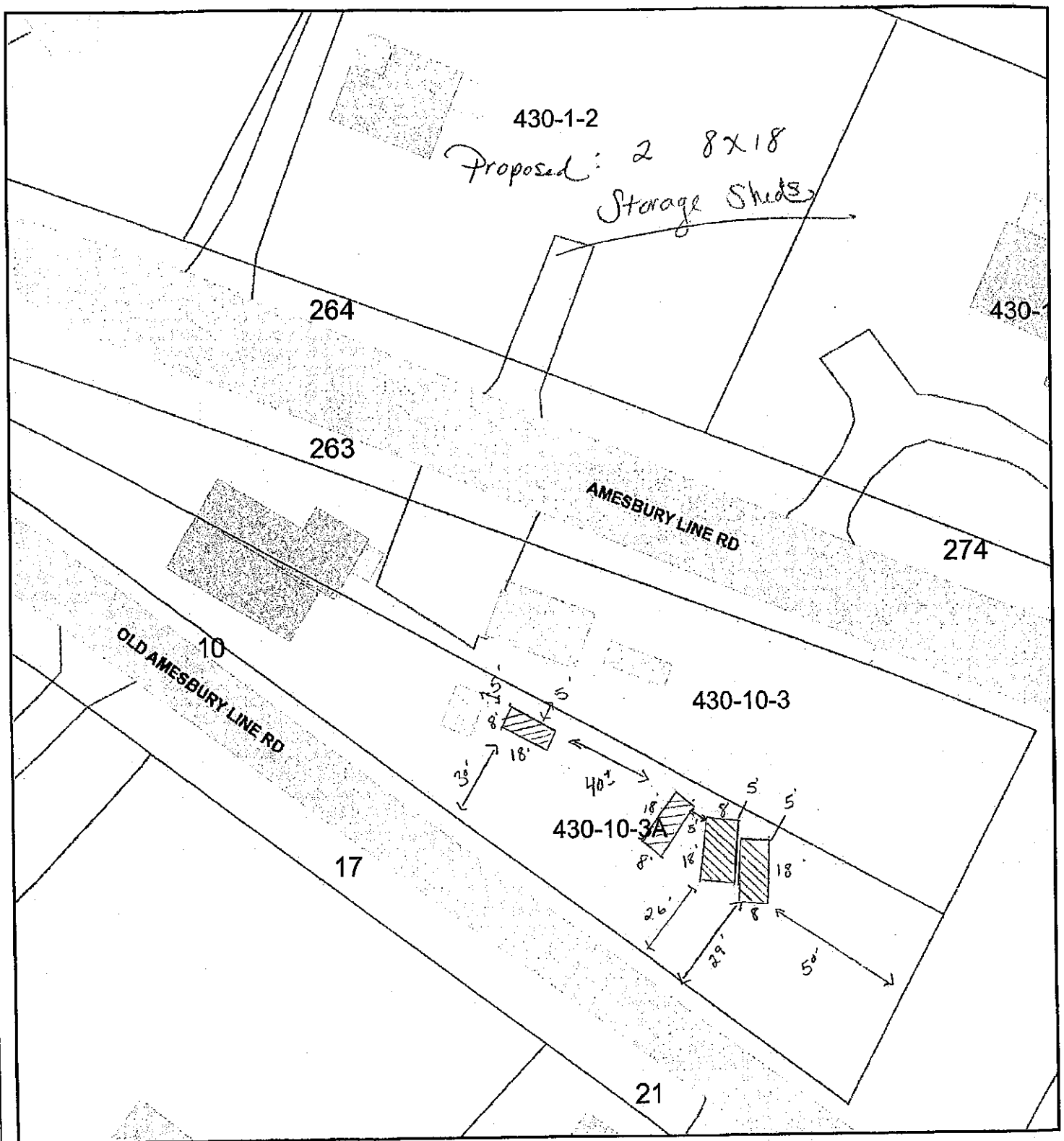
MUMIS

10-OLDAMES Bury Ln, RD,

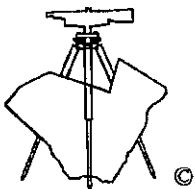
Haver Hill MA

MAP 430 Block 10 LOT 3A

I AM APPLYING FOR A SPECIAL PERMIT FOR
2, 8' x 20' STORAGE CONTAINERS, TO HAVE
ON MY PROPERTY FOR STORAGE OF LAWN
+ PATIO ITEMS LAWN MOWERS TRACTOR, TOOLS
ECT



BUILDING PERMIT PLOT PLAN #113718



Address 10 Old Amesbury Line Rd
 Map 430 Block 10 Lot 3A
 Date 2/8/24 Scale 1-IN. = 40 FT.
 Rev. 1/1 By AM
 Email gargmoreis412@yahoo.com

This sketch is based on information on file in the City Engineer's Office.

The applicant is responsible for all applicable information hereon and to obtain the Official Permit from the Building Inspector's Office.

This is NOT the Building Permit!

To Whom It May Concern,

May 12, 2025

I am Jamie Morris, I am head and executor of the Morris Family Irrevocable Trust, am writing this to confirm that I am aware that we have requested a permit for the containers in the yard at 10 Old Amesbury Line Rd, Haverhill MA 01830. This is acceptable to me. We have a pending permit CCSP-25-5.

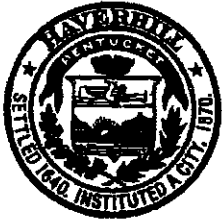
Thank you,

Jamie Morris

714-786-0736

jamie.rachael@gmail.com

<https://www.linkedin.com/in/jamie-rachael-morris/>



Haverhill

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

May 29, 2025

PUBLIC HEARING

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

Notice is hereby given that a hearing will be held for all parties interested, in a hybrid meeting (virtual/in person), on Tuesday, June 17, 2025 at 7:00 PM on a request from Gary Morris requesting to have 4 permanent storage units at his property, 10 Old Amesbury Line rd

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

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

Abutters notified

Kaitlin M. Wright

Kaitlin M Wright
City Clerk









Haverhill

10.2
10.2.1

Economic Development and Planning

Phone: 978-374-2330

wpillsbury@HaverhillMA.gov

Council Hearing
June 17,
2025

MAY 8 AM 9:07
HAVCITYCLERK

DATE: May 8, 2025

MEMO TO: City Council President Thomas Sullivan and members of the Haverhill City Council
FROM: William Pillsbury, Economic Development and Planning Director

RE: Zoning Amendment- Rooftop mounted solar energy systems (Sec 255:7.8.13)

Attached please find a proposed zoning ordinance amendment prepared by City Solicitor Lisa Mead. The proposed amendments provide clarification to the city's solar energy system ordinance.

I request that the council refer the proposed ordinance to the planning board for a hearing to be held on June 11, 2025, and also schedule a hearing before the council on the proposed amendment shortly thereafter.

Thank you for your attention to this matter.

RECOMMENDATION: Refer the proposed amendment to the Planning BOARD FOR A HEARING ON JUNE 11, 2025 and schedule a hearing on the city council agenda shortly thereafter.

IN CITY COUNCIL: May 13 2025
REFER TO PLANNING BOARD AND
VOTED: Council Hearing June 17, 2025

Attest: Kathleen M. Wright City Clerk

Municipal Ordinance

Chapter 255

An ordinance related to zoning

Be it ordained by the city council of the City of Haverhill that the code of the City of Haverhill Chapter 255 Zoning is hereby amended as follows:

Add section 7.8.13

§ 7.8.13. Mandatory Inclusion of Roof-Mounted Solar Energy System.

Any proposed development requiring a special permit or Development Plan review and approval under § 10.1.4 which will be greater than or equal to 10,000 gross square feet or contain 10 or more residential dwelling units shall include a plan showing a roof-mounted solar energy system that is equivalent to a minimum of 50% of the solar-ready zone of all buildings **and shall install said system prior to the issuance of any occupancy permit for the building(s).** In cases where a site includes an uncovered parking structure the structure shall also have a solar energy system installed to cover a minimum of 90% of its top level.

APPROVED AS TO LEGALITY:

City Solicitor

PLACED ON FILE FOR AT LEAST 10 days

Attest: Kathleen M. Wright City Clerk

For Hearing June 13 2025



Haverhill

Economic Development and Planning

Phone: 978-374-2330

wpillsbury@HaverhillMA.gov

TO: City Council President Thomas Sullivan and members of the Haverhill City Council:

FROM: William Pillsbury, Economic Development and Planning Director

RE: Proposed zoning Amendments

On June 11, 2025 the Haverhill Planning Board met and held hearings for two proposed zoning amendments.

Zoning Amendment - **Flood Plain Regulation**

Zoning Amendment- **Roof Top Solar energy systems**

JUN 12 AM 11:52
HAVCITYCLERK

The public hearing on these matters were opened, and the public was offered the opportunity to speak. There was no public discussion on either item.

The hearings were closed. and the planning board voted unanimously to send a favorable recommendation to the City Council recommending approval of the zoning amendments as presented.

The minutes for both of the hearings have been filed with the city clerk for your next meeting.

As Planning Director, I concur with the action of the Planning Board and also recommend approval of the zoning amendments for Flood Plain regulations and Roof top solar as presented.

William Pillsbury

Economic Development and Planning Director

RE: Zoning Changes:

Members Present: Michale Morales
Ismael Matias
Bill Evans
April DerBoghossian
Boby Brown
Paul Howard

Members Absent: Carmen Morales

Also Present: William Pillsbury Jr. Director of Economic Development and Planning
Melanie Sloan, Head Clerk

Dear City Council President and Councilors:

Please note that on June 11, 2025, the Planning Board meeting was held at 7pm in the City Council Chambers. The board considered the recommendations of the Planning Director, William Pillsbury, Jr. to forward favorable recommendation to the city council on the proposed Zoning Changes. William Pillsbury read the rules of the meeting on record.

Paul: Thank you, Bill. Our first hearing is the zoning amendment for the flood plain regulations and a zoning amendment for the rooftop solar energy systems.

Bill: Thank you, Mr. Chairman Both of these items are technical in nature of their zoning amendments. In the first case, the flood plain regulations, we are being asked by the state to adopt the current state's flood plain zoning regulations. Our zoning regulations are very close to that, but they are not exactly that. So, the city solicitor has asked us to just go through the exercise of adopting the full zoning regulations as it relates to the flood plain of the state regulations and make them part of the city zoning code. So that is what this item is for tonight. We'll open the hearing to see if anyone wants to speak. Does anyone want to speak on the flood plain regulations?

Paul: Ok I'll close that portion of the hearing and turn over comments to the Planning Board Director.



Haverhill

Economic Development and Planning
Phone: 978-374-2330
wpillsbury@HaverhillMA.gov

Bill: Ok again we want to move forward with the one with the basis of being a recommendation to the City Council first of all, on all these zoning amendments, and to very clear about this, this planning board is not making decision tonight as to approval or not approval. We've basically been asked, and part of our zoning ordinance requires that the planning board make recommendations to the city council on zoning amendments, so this hearing tonight is to make recommendations to the council on everything that they are zoning amendments. So again, if it's a zoning amendment for flood plain regulations, I'm now going to recommend that we move forward a favorable recommendation to the city council on that particular item.

After board consideration, Member Bobby Brown motioned to forward a favorable recommendation to the City Council as recommended by the Planning Board Director William Pillsbury Jr, April DerBoghossian Seconded the motion

Member Nate Robertson – absent
Member Bobby Brown – Yes
Member William Evans – Yes
Member April DerBghoian – Yes
Member Michael Morales – Yes
Member Ismael Matias – Yes
Chairman Paul Howard – Yes

Motion Passed.

Bill: The next one rooftop solar. Does anyone want to speak on rooftop solar change? Which basically is required again as the state code requires that any new projects that are multifamily over a certain size have to have the opportunity to build in new solar panels for their project. Anyone want to speak on that?

Paul Howard: Hearing will then close the public part of that hearing and turn over the comments to the Planning Board Director.

Bill: Similarly, Mr. Chairman, I would make a recommendation that the board make a favorable recommendation to the city council on the rooftop solar technical amendment.

After board consideration, Member William Evans motioned to forward a favorable recommendation to the City Council as recommended by the Planning Director William Pillsbury, Jr. Mike Morales seconded the motion



Haverhill

Economic Development and Planning

Phone: 978-374-2330

wpillsbury@HaverhillMA.gov

Member Nate Robertson – Absent

Member William Evans – Yes

Member Bobby Brown – Yes

Member April DerBoghosian – Yes

Member Ismael Matias – Yes

Member Carmen Garcia – Absent

Chairman Paul Howard – Yes

Motion Passed.

Paul Howard: Next hearing is a zoning amendment for 230 Amesbury road. Parcels 465

8.1
6 8.1.1

✓

Maria Bevilacqua

To: hglegals@hgazette.com
Cc: Kaitlin Wright
Subject: 2 Legal Ads- Gazette re: Zoning - Solar Energy Systems - May 2025
Attachments: legal ads gazette may 2025 zoning.pdf

Afternoon,

Please run these 2 ads in the Gazette.

1. **Hearing** – *Advertise in the Gazette 2 times - May 29 & June 5, 2029*
Zoning – Amend Solar energy systems Ordinance

2. **Municipal Ordinance** – re: Zoning – Amend Chapter 255-Mandatory Inclusion of Roof-Mounted solar Energy Systems
Advertise 1 time in Gazette – May 29, 2025



Haverhill

City Clerk's Office, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com
May 29, 2025

Notice - Public Hearing City Council Chambers, City Hall, Room 202, 4 Summer st

Notice is hereby given that a Zoning hearing will be held for all parties interested, in a hybrid meeting (virtual/in person), on Tuesday, June 17, 2025 at 7:00 o'clock P.M. on a request from William Pillsbury, Economic Development and Planning Director, to propose amendments that will provide clarification to the City's solar energy system Ordinance. *(Residents who are interested in commenting on this item can either (1) Appear in person (Council Chambers, Room 202) or (2) Attend remotely using the link provided on the public meeting calendar on the City's website.)*

Kaitlin M Wright
City Clerk

Advertise: May 29 & June 5, 2025

Haverhill Gazette

2025
DATE: May 8, 2025

MEMO TO: City Council President Thomas Sullivan and members of the Haverhill City Council

FROM: William Pillsbury, Economic Development and Planning Director

RE: Zoning Amendment- Floodplain Overlay District (Sec 255:9.1)

Attached please find a proposed zoning ordinance amendment prepared by City Solicitor Lisa Mead. The proposed amendments provide required updates to the City's Floodplain Overlay District Ordinance (FODO).

I request that the council refer the proposed ordinance to the planning board for a hearing to be held on June 11, 2025, and also schedule a hearing before the council on the proposed amendment shortly thereafter.

Thank you for your attention to this matter.

RECOMMENDATION: Refer the proposed amendment to the Planning BOARD FOR A HEARING ON JUNE 11, 2025 and schedule a hearing on the city council agenda shortly thereafter.

IN CITY COUNCIL: May 13 2025

REFER TO PLANNING BOARD AND

VOTED: that COUNCIL HEARING BE HELD JUNE 17 2025

Attest:

Kathleen M. Wright City Clerk

68-B



8 octavo pages

DOCUMENT 68-B

CITY OF HAVERHILL

In Municipal Council May 13 2025

10.2.2.1

ORDERED:

MAY 8 AM 9:52
HAVCITYCLERK

Municipal ordinance

Chapter 255

An Ordinance related to Zoning

Be it ordained by the City Council of the City of Haverhill the at code of the City of Haverhill Chapter 255 is hereby amended as follows:

DELETE section 9.1 in its entirety and replace with the following section 9.1

Chapter 255. Zoning

SECTION 9.0. SPECIAL/OVERLAY DISTRICTS

§ 9.1. FLOODPLAIN OVERLAY DISTRICT (FPOD).

§ 9.1.0. Purpose and Definitions.

The purpose of the Floodplain Overlay District is to:

- 1) Ensure public safety through reducing the threats to life and personal injury
- 2) Eliminate new hazards to emergency response officials
- 3) Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding
- 4) Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding
- 5) Eliminate costs associated with the response and cleanup of flooding conditions
- 6) Reduce damage to public and private property resulting from flooding waters

For the purpose of this Section 9.1 only, the following terms have the following meanings:

DEVELOPMENT means any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. [US Code of Federal Regulations, Title 44, Part 59]

For Hearing June 17 2025

HIGHEST ADJACENT GRADE means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. [US Code of Federal Regulations, Title 44, Part 59]

HISTORIC STRUCTURE means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of the Interior or
 - (2) Directly by the Secretary of the Interior in states without approved programs.

[US Code of Federal Regulations, Title 44, Part 59]

NEW CONSTRUCTION. Structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. *New construction includes work determined to be substantial improvement.* [Referenced Standard ASCE 24-14]

RECREATIONAL VEHICLE means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

[US Code of Federal Regulations, Title 44, Part 59]

REGULATORY FLOODWAY - see FLOODWAY.

SPECIAL FLOOD HAZARD AREA. The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE or V1-30. [Base Code, Chapter 2, Section 202]

START OF CONSTRUCTION. The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection

SUBSTANTIAL IMPROVEMENT: Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either (a) before the improvement or repair is started, or (b) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The standards for Substantial Improvements in this Section 9.1 shall not apply to Historic Structures, as defined above.

SUBSTANTIAL REPAIR OF A FOUNDATION. When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR. [As amended by MA in 9th Edition BC]

VARIANCE means a grant of relief by a community from the terms of a flood plain management regulation. [US Code of Federal Regulations, Title 44, Part 59]

VIOLATION means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §60.3 is presumed to be in violation until such time as that documentation is provided. [US Code of Federal Regulations, Title 44, Part 59]

§ 9.1.1. Overlay District.

The Floodplain Overlay District is herein established as an overlay district. The District includes all special flood hazard areas within the City of Haverhill designated as Zones A and AE on the Essex County Flood Insurance Rate Map (FIRM), dated July 8, 2025 issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program.. The exact boundaries of the Floodplain Overlay District may be defined by the 100-year base flood elevations shown on the FIRM and further defined by the Essex County Flood Insurance Study (FIS) report dated July 8, 2025. The FIRM and FIS report are incorporated herein by reference and are on file with the Floodplain Administrator to be defined below.

§ 9.1.2. Applicability.

In A Zones, in the absence of FEMA BFE data and floodway data, the building department will obtain, review and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, Substantial Improvements, or other development in Zone

provisions of this chapter, § 100B, may be completed without regard to the floodplain provisions stated herein.

2. In addition, an existing structure, group of structures and appurtenances thereto and a facility permitted and assigned under MGL c. 111, § 150A, may be expanded, altered and/or otherwise improved by right, without regard to the floodplain provisions stated herein, provided that such improvement, alteration and/or expansion which is inconsistent with said floodplain requirements does not exceed 50% of the market value of the existing structure or facility as defined under "Substantial Improvement" when completed.

§ 9.1.4. Floodway.

In the floodway, as designated on the Flood Insurance Rate Map, the following provisions shall apply:

1. All encroachments, including fill, new construction, Substantial Improvement to existing structures and other development, are prohibited unless certification by a registered professional engineer is provided by the applicant demonstrating, through hydrologic and hydraulic analyses performed in accordance with standard engineering practice, that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge..
2. Any encroachment meeting the above standard shall comply with the floodplain requirements of the State Building Code.

§ 9.1.5. Base Flood Elevation and Floodway Data.

1. In Zones A and AE, along watercourses that have not had a regulatory floodway designated, the best available federal, state, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.
2. Base flood elevation data is required for subdivision proposals or other developments greater than 50 lots or five acres, whichever is the lesser, within unnumbered A zones.

§ 9.1.6.1 Use Regulations.

The Floodplain Overlay District is established as an overlay district to all other districts. All development in the district, including structural and nonstructural activities, whether permitted by right or by special permit, must be in compliance with MGL c. 131, § 40, and with the following:

1. Sections of the Massachusetts State Building Code (780 CMR) which address floodplain and coastal high hazard areas;
2. Wetlands Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00);

3. Inland Wetlands Restriction, DEP (currently 310 CMR 13.00);
4. Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5).

§ 9.1.6.2. Local Variances

A variance from this Section 9.1 must meet the requirements set out by State law, and may only be granted if: 1) good and sufficient cause and exceptional non-financial hardship exist; 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and 3) the variance is the minimum action necessary to afford relief. The Conservation Commissioner shall be responsible for granting local variances.

§ 9.1.6.3 State Variances

Any variances from the provisions and requirements of the above referenced state regulations may only be granted in accordance with the required variance procedures of these state regulations. The City will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance, and will maintain this record in the community's files. The City shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions for the referenced development in the floodplain overlay district.

§ 9.1.6.4 Use Regulations - Permits.

The City of Haverhill requires a permit for all proposed construction or other development in the floodplain overlay district, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties. The Inspectional Services Department shall create a form application and process said application for permits.

The City's permit review process shall include the requirement that the proponent obtain all local, state and federal permits that will be necessary in order to carry out the proposed development in the floodplain overlay district. The proponent must acquire all necessary permits, and must demonstrate that all necessary permits have been acquired.

§ 9.1.7. Zone AE.

In Zone AE, along watercourses within the City of Haverhill that have a regulatory floodway designated on the Essex County FIRM, encroachments are prohibited in the regulatory floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

§ 9.1.8. Subdivisions.

§ 9.1.9 All subdivision proposals must be designed to assure that:

1. Such proposals minimize flood damage;
2. All public utilities and facilities are located and constructed to minimize or eliminate flood damage; and
3. Adequate drainage is provided to reduce exposure to flood hazards.
4. When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

§ 9.1.9.1 Notification of Watercourse Alteration.

In a riverine situation, the Conservation Commission shall notify the following of any alteration or relocation of a watercourse:

1. Adjacent communities of Merrimac, West Newbury, Groveland, Boxford, North Andover, and Methuen, Massachusetts and Salem, Atkinson, Plaistow, and Newton, New Hampshire;
2. NH NFIP State Coordinator, New Hampshire Department of Business and Economic Affairs;
3. NFIP State Coordinator - Massachusetts Department of Conservation and Recreation
4. NFIP Program Specialist - Federal Emergency Management Agency, Region I.

§ 9.1.9.2 Base Flood Elevation Notification

If the City acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the City will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.) Notification shall be submitted to:

- NFIP State Coordinator
Massachusetts Department of Conservation and Recreation
- NFIP Program Specialist
Federal Emergency Management Agency, Region I

§ 9.1.10. Permitted Uses.

The following uses of low flood damage potential and causing no obstructions to flood flows are encouraged, provided they are permitted in the underlying district and they do not require structures, fill, or storage of materials or equipment:

1. Agricultural uses such as farming, grazing, truck farming, horticulture, etc.
2. Forestry and nursery uses.
3. Outdoor recreational uses, including fishing, boating, play areas, etc. However, in A and AE Zone, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's

APPROVED AS TO LEGALITY:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk

Resignation from CAAB

11.4.1

MG

Marlene Grant <marlenegrant140@cityofhaverhill.com>

To: Andrew Herlihy

Sun 4/6/2025 4:41 PM

Warning! External Email. Exercise caution when opening attachments or clicking on any links.

To whom it may concern,

JUN 13 AM 8:55
HAVCITYCLERK

I am writing to formally resign from my position on the Community Affairs Advisory Board for the City of Haverhill, effective 4/6/25.

Serving as a member of the CAAB has been an immensely rewarding experience. I am grateful for the opportunity to collaborate with such dedicated individuals and contribute to community funding needs.

Unfortunately, due to my move out of the city of haverhill, I no longer qualify to serve on the board.

I extend my sincerest thanks to you and the board members for your support and trust during my tenure. Please let me know if I can assist in facilitating a smooth transition or provide any information or support during this process.

I look forward to staying connected and wish the CAAB continued success in its efforts to serve the community.

Thank you again for this incredible experience.
Warm regards.

Design Partnership Architects Inc.

85 Brockton Avenue on Pentucket Lake · Haverhill, MA 01830-2703 · T: 978-372-9400 · C: 978-837-8058 Email: designpartnership@verizon.net

June 9, 2025

Haverhill City Hall, Room 100

4 Summer Street

Haverhill, MA 01830

The Honorable Melinda E. Barrett, Mayor

Telephone: 978-374-2300

Email: mayor@haverhillma.gov

Re: Washington Street Historic District

Page 1

11.4.2
JUN 13 AM 8:55
HAVCITYCLERK

Letter of Resignation

Dear Honorable Mayor Barrett,

After serving on the Washington Street Historic Commission for nearly 37 years, most of that time as Chairman, I am writing to formally announce my resignation from the Commission.

It has been a tremendous honor to serve alongside so many dedicated commissioners in the revitalization of Washington Street. I have been proud to contribute to the transformation of this historic area into a vibrant and inspiring reflection of Haverhill's heritage and future.

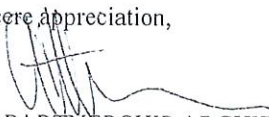
My involvement began in 1977, when I had the opportunity to meet Ms. Virginia Bernard, then Director of the Haverhill Library, and Mr. Bernie Gallagher, a reporter for the Gazette. Following a presentation I gave to the Board of Realtors, both Ms. Bernard and Mr. Gallagher encouraged me to take a fresh look at the Washington Street District. At that time, there was little forward momentum, as City leaders hoped the shoe industry would somehow return.

When I later addressed the City Council, they asked for my recommendation. Drawing from European background and architectural experience, I proposed a mixed-use model: ground-floor retail, second-floor office space, and residential units on the upper levels. Over the past four decades, I have witnessed this vision come to life, realized in a manner that honors both the integrity of the neighborhood and the standards of the Massachusetts Historic Commission, as well as the U.S. Secretary of the Interior's guidelines for historic preservation.

The Commission worked tirelessly to ensure compliance with historic preservation values, and I am especially proud of our collective efforts. I must also acknowledge Mr. John Nazaretian, the Director of Community Development for the City of Haverhill at the time, who allocated Community Development funds to help restore building façades. Through this initiative, grants of up to \$125,000 per façade were awarded, an invaluable incentive that helped developers undertake these projects while remaining compliant with historic guidelines.

I am deeply grateful for the opportunity to have served on this Commission for so many years. However, the time has come in my professional life and career as an architect to respectfully step down from my role as Chairman.

With sincere appreciation,



DESIGN PARTNERSHIP ARCHITECTS, INC.

Angelo Petrozzelli, President, Member Emeritus NCARB/AIA/BSA


J.P.

CC: aherlihy@haverhillma.gov, pbergman@bergmanassociates.com, maryellenlawlor126@gmail.com, penelope3b@gmail.com, sarah@sjartconsulting.com, jhoey93@gmail.com, Dana@battlecoffee.com,

Event Permit**EVNT-25-20**

Submitted On: May 11, 2025

Applicant

 Jennifer Matthews
 9789739323
@ jmatthews@larchebostonnorth.org

Primary Location

53 WINGATE ST
Haverhill, MA 01832

12.2.1

Organization Information**Organization**

L'Arche Boston North, Inc

Organization Phone

9784746928

Organization Address

53 Wingate Street

Organization City

Haverhill

Organization State

MA

Organization Zip

01832

Is the Organization Tax Exempt?

Yes

Is the Organization Non-Profit?

Yes

Is the Organization a House of Worship?

No

Contact Information**Contact Name**

Jennifer Matthews

Contact Title

Executive Director

Contact Phone

9789739323

Contact Email

jmatthews@larchebostonnorth.org

Contact Address

53 Wingate Street

Contact City

Haverhill

Contact State

MA

Contact Zip

01832

Property Owner Information**Property Owner Name**

City of Haverhill

Property Owner Phone

978-358-1311

Property Owner Address

4 Summer Street

Property Owner City

Haverhill

Property Owner State

MA

Property Owner Zip

01830

Is the Applicant the Property Owner?

No

Event Information**Description of event**

On Thursday, August 21, 2025, The Longest Table Haverhill returns to the heart of the Wingate Street Arts District—bringing together 250+ guests, 300 feet of beautiful tablescape, and one powerful purpose: to foster connection and inclusion for all. This event has grown into the premier summer gathering in the Merrimack Valley, selling out in under an hour and drawing attention from across the region. But more than just a dinner party, The Longest Table transcends the boundaries of possibility and invites

members from across the region to come together to celebrate a thriving Haverhill community woven together by connection and belonging.

The event will feature a 300ft table down the centerline of Wingate Street. L'Arche will partner with over a dozen local restaurants to provide a delicious 3-course meal for attendees. All attendees must purchase their tickets in advance, no tickets will be sold on the night of the event. Attendees must be 21+. The event will feature a cash- bar and live music/ entertainment. The event will run from 5pm-10pm.

Type of Event

Other

IF OTHER, Please Specify

21 + outdoor community dining and entertainment experience.

Event Date

08/21/2025

Event Location

Wingate Street

Is the Event on Bradford Common?

No

Is the Event on City Property?

Yes

Event Venue

Outdoor

Number of Anticipated Attendees

250

Do attendees need to purchase a ticket to attend?

Yes

Is this event open to the public? Or private?

Private

Are You Requesting Additional Fees Be Waived? (APPLICATION FEE IS NOT WAIVABLE)

Yes

Event Start Time

05:00 PM

Event End Time

10:00 PM

Will Food Be Served/Sold at the Event?

Yes

IF YES TO FOOD, By What Means?

Other

IF OTHER FOOD, Please Explain

Served by all fully licensed Haverhill restaurants

IF YES To FOOD, How Will it be Cooked?

Prepared Off-site

Any Helpful Comments about Food

All participating restaurants and food vendors are licensed in the State of Massachusetts to prepare/serve food for the public. All food will be prepared at the participants licensed establishment and transported to the Wingate Street location using temperature-controlled units or The Northern Essex Culinary Center has offered their certified, state-of the art, Culinary Center for any restaurants needing a larger area or downtown location to prepare their food and transport to Wingate Street.

Special Considerations (i.e. fireworks)

Posted No Parking and street closure from 10am-12am on day of event (August 21st)

Rain or shine event.

In the event of rain- the event will be relocated to Bradford Country Club. Notification of relocation to be sent 48hrs ahead of event. Requesting to block off 14 parking spaces in the Wingate Parking Lot to be used for event experience. Additionally, request to re-route exiting traffic from the wingate lot down the 1-way alley onto Essex Street during event.

Parking Information**Number of Parking Spaces Onsite**

0

Have Off-site Parking Arrangements Been Made?

No

Are There Charges/Fees for Parking?

No

Sanitation Information

Number of Public Restrooms Available

6

Type of Toilets

Portable

Please Describe Plans for Solid Waste Disposal & Recycling

We have coordinated trash disposal with DPW. Covanta boxes will be distributed throughout event area. Trash will be collected at the end of the evening and available for pick-up early Friday morning.

IF PORTABLE TOILETS, Who is the Vendor?

The Throne Depot

General Release & Indemnity Agreement

Yes

true

Terms of Understanding

Yes

true



Building Inspector Approval

Record No. EVNT-25-20

Status Completed

Became Active May 13, 2025

Assignee Tom Bridgewater

Due Date None

Primary Location

53 WINGATE ST

Haverhill, MA 01832


Owner

NORTH PROPERTIES, LLC

BAKER AV 27 BEVERLY, MA 01915

Applicant

 Jennifer Matthews

 978-973-9323

 jmatthews@larchebostonnorth.org

 53 Wingate Street

Haverhill, MA 01832

Messages

No comments yet.

Step Activity

OpenGov system activated this step

05/13/2025 at 10:36 am

OpenGov system assigned this step to Tom Bridgewater

05/13/2025 at 10:36 am

Tom Bridgewater approved this step

05/14/2025 at 4:03 am



Fire Inspector Approval

Record No. EVNT-25-20

Status Completed

Became Active May 13, 2025

Assignee Eric Tarpy

Due Date None

Primary Location

53 WINGATE ST
Haverhill, MA 01832

Owner

NORTH PROPERTIES, LLC
BAKER AV 27 BEVERLY, MA 01915

Applicant

 Jennifer Matthews
 978-973-9323
 jmatthews@larchebostonnorth.org
 53 Wingate Street
Haverhill, MA 01832

Messages

Eric Tarpy

May 15, 2025 at 9:50 am

Hi Jenn, same as last year?

Jennifer Matthews

May 15, 2025 at 12:40 pm

Hello Deputy Chief- yes :)

Step Activity

OpenGov system activated this step

05/13/2025 at 10:36 am

OpenGov system assigned this step to Eric Tarpy

05/13/2025 at 10:36 am

Eric Tarpy approved this step

05/27/2025 at 11:02 am



Health Inspector Approval

Record No. EVNT-25-20

Status Completed

Became Active May 13, 2025

Assignee Mark Tolman

Due Date None

Primary Location

53 WINGATE ST
Haverhill, MA 01832

Owner

NORTH PROPERTIES, LLC
BAKER AV 27 BEVERLY, MA 01915

Applicant

 Jennifer Matthews
 978-973-9323
 jmatthews@larchebostonnorth.org
 53 Wingate Street
Haverhill, MA 01832

Step Activity

OpenGov system activated this step	05/13/2025 at 10:36 am
OpenGov system assigned this step to Mark Tolman	05/13/2025 at 10:36 am
Mark Tolman approved this step	06/10/2025 at 8:49 am



Police Department Approval

Record No. EVNT-25-20

Status Completed

Became Active May 13, 2025

Assignee Kevin Lynch

Due Date None

Primary Location

53 WINGATE ST
Haverhill, MA 01832

Owner

NORTH PROPERTIES, LLC
BAKER AV 27 BEVERLY, MA 01915

Applicant

 Jennifer Matthews
 978-973-9323
 jmatthews@larchebostonnorth.org
 53 Wingate Street
Haverhill, MA 01832

Step Activity

OpenGov system activated this step	05/13/2025 at 10:36 am
OpenGov system assigned this step to Kevin Lynch	05/13/2025 at 10:36 am
Kevin Lynch approved this step	05/16/2025 at 11:40 am



Public Works Director Approval

Record No. EVNT-25-20

Status Completed

Became Active May 13, 2025

Assignee Robert Kimball

Due Date None

Primary Location

53 WINGATE ST
Haverhill, MA 01832

Owner

NORTH PROPERTIES, LLC
BAKER AV 27 BEVERLY, MA 01915

Applicant

 Jennifer Matthews
 978-973-9323
 jmatthews@larchebostonnorth.org
 53 Wingate Street
Haverhill, MA 01832

Step Activity

OpenGov system activated this step

05/13/2025 at 10:36 am

OpenGov system assigned this step to Robert Kimball

05/13/2025 at 10:36 am

Robert Kimball approved this step

05/30/2025 at 1:53 pm

Recreation Department Approval

Record No. EVNT-25-20

Status Completed

Became Active May 13, 2025

Assignee Ben Delaware

Due Date None

Primary Location

53 WINGATE ST
Haverhill, MA 01832

Owner

NORTH PROPERTIES, LLC
BAKER AV 27 BEVERLY, MA 01915

Applicant

 Jennifer Matthews
 978-973-9323
 jmatthews@larchebostonnorth.org
 53 Wingate Street
Haverhill, MA 01832

Step Activity

OpenGov system activated this step	05/13/2025 at 10:36 am
OpenGov system assigned this step to Ben Delaware	05/13/2025 at 10:36 am
Ben Delaware approved this step	05/14/2025 at 1:41 pm



Mayor Approval

Record No. EVNT-25-20

Status Completed

Became Active June 10, 2025

Assignee Effie Miscowski

Due Date None

Primary Location

53 WINGATE ST
Haverhill, MA 01832

Owner

NORTH PROPERTIES, LLC
BAKER AV 27 BEVERLY, MA 01915

Applicant

 Jennifer Matthews
 978-973-9323
 jmatthews@larchebostonnorth.org
 53 Wingate Street
Haverhill, MA 01832

Messages

No comments yet.

Step Activity

Kaitlin Wright added this record step

06/10/2025 at 9:06 am

Effie Miscowski approved this step

06/10/2025 at 9:41 am

Licensee Applicant: L'Arche Boston North, Inc

Event: The Longest Table 2025- August 21, 2025

Location: Wingate Street, Haverhill MA 01832

Organization Representative: Jennifer Matthews

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.

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.

L'Arche Boston North Representative: Jennifer Matthews, Executive Director

Signature Jennifer Matthews

Date 5/11/2025



**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0458504026
Jan 28, 2019 LTR 147C
04-2774177

**L ARCHE BOSTON NORTH INC
L ARCHE BOSTON NORTH
PO BOX 1177
HAVERHILL MA 01831-1577 773**

Taxpayer Identification Number: 04-2774177

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of January 28th, 2019.

Your Employer Identification Number (EIN) is 04-2774177. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

//s// Mr. Hsu
1000984125
Customer Service Representative

191 Merrimack St, Suite 306
Haverhill, MA 01830
License #: 1780398

(A/C, No. Ext): (508) 271-0000
E-MAIL ADDRESS: jtraver@jamespageins.com

INSURED

L'Arche Boston North
P.O. Box 1177
Haverhill, MA 01831

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00066390-0

REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PHPK2618694	10/27/2024	10/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	N	PHPK2466606	10/27/2024	10/27/2025	Aggregate 1,000,000

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 additional insured for the Longest Table Event held on 8/21/2025

CERTIFICATE HOLDER

City of Haverhill
4 Summer St
Haverhill, MA 01830

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(JPT)

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The Longest Table

Thursday, August 21st, 2025

I am proud to announce that L'Arche Boston North will be hosting Haverhill's Sixth Annual Longest Table on Thursday, **August 21st, 2025**, in the Wingate Street Arts District. We will once again transform Wingate Street into an outdoor dining and entertainment experience where friends, neighbors and families can safely gather to celebrate our six years of Longest Table magic!

This year's event serves as the kickoff to the Greater Haverhill Chamber of Commerce's Restaurant Week. The Wingate Street Arts District is a picturesque location that represents Haverhill's rich history and incredible progress.

In 2019, The Longest Table transformed this neighborhood into an outdoor dining and entertainment experience that transcended the boundaries of what people thought was possible for downtown Haverhill.

The Longest Table benefits 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. The pandemic has given our community an increased awareness and appreciation for the sacredness of time together and the value of connection. We are excited to use this experience as an opportunity to stand in solidarity with our neighboring local restaurants. In keeping with the tradition of previous years, a percentage of the evening's proceeds will be given back to the participating restaurants.

Logistics

Our signature "Longest Table" will be broken down to over 30 eight-foot tables spanning 300 ft of Wingate Street. The table will be broken down into sections of 4 (32ft) to allow for space and ease of access. The event space will feature a cocktail area with 2 bars and cocktail tables for guests.

Restaurants

All participating restaurants and food vendors are licensed in the State of Massachusetts to prepare/serve food for the public. All food will be prepared at the participants licensed establishment and transported to the Wingate Street location using temperature-controlled units or The Northern Essex Culinary Center has offered their certified, state-of the art, Culinary Center for any restaurants needing a larger area or downtown location to prepare their food and transport to Wingate Street. I have communicated a list of restaurants and vendors we have confirmed as of this time to the Health Inspector's office. We will submit a final list of restaurants/ vendors and detailed menus planned for the evening to the city **no later than 1** week prior to The Longest Table. All vendors will have a prep area specific to them. Each area will be equipped with hand sanitizer, vinyl gloves, and 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 met with members of the Haverhill Police and Fire Department leadership to ensure that The Longest Table is a safe and enjoyable evening that brings acclaim to our beloved city. We plan to have at least two police details, and one fire detail for the duration of the event.

Wingate Street will be closed to traffic beginning at 10am on **August 21st, 2025**. The street will re-open by 12am on August 22nd. Barricades will be used to create a secure perimeter enclosing the entire event space restricting access to the area to 21+ ticketholders only. We will have signage and notifications displayed letting the public know that area is restricted. Sidewalks will remain open to all pedestrian traffic.

Pending approval from the liquor licensing commission, The Peddler's Daughter is planning to serve alcohol from two designated outdoor areas that will be included in the secured event perimeter. The Peddler's Daughter will provide TIPS certified staff to ensure that all alcohol is served in compliance with the liquor commissions standards and practices. There will be two beverage stations inside the event perimeter. This is a 21+ event and has been marketed as such. We will have one dedicated point of entry and one dedicated point of egress to the event. We will station a member of HPD, a member of LBN staff, and a TIPS-certified Peddler's employee at the dedicated point of entry to check pre-purchased registration, and personal 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- We plan to have 4 luxury portable restrooms available at the event location. There is a handicapped accessible restroom available inside the L'Arche office building located at 53 Wingate Street that we will also have access to in the event a guest needs accessibility.

Electrical- We are working with a certified event lighting company to professionally install all lighting for the event. There is electricity available on-site on Wingate Street. The lighting company carries their own liability insurance.

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. The area will be cleared and cleaned to its original condition 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. We will have a professional DJ on site to coordinate all sound logistics using wireless speakers. Music will end at the conclusion of the event at 10pm.

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 parking restrictions.

Parking Restrictions

We have asked the Haverhill Police to restrict street parking beginning at 10am on August 21st.

Parking- Our proposed planning would limit entry and egress onto Wingate Street. During the event, entry to the Wingate Lot will originate from Washington Street with an available egress onto Essex to ensure no disruptions for people utilizing the lot. The private Wingate Residence parking lot adjacent to Peddler's Daughter will not be accessible via Wingate Street from 10am-12am. The lot can be accessed via Granite or Essex and Exit via Essex. The small private Jacques Pilling lot located between 52-62 Wingate, across from Peddler's Daughter will not have entrance/ exit capacity from 10am-12am. We will post notices multiple times prior to the event on all cars parked in these lots to make sure residents are prepared. We have contacted the building owners to ask that they share this information among the tenants. This was not an issue in 2019. In 2024 we blocked 12 additional parking spots in the Wingate Lot to be used as part of the event experience. We are requesting to do the same again in 2025.

Emergency Preparedness- All vendors and event staff will be briefed on emergency procedures in the event of an emergency during the event. Staff and vendors will be instructed to move tables to the Left side of the street to provide clearance to any emergency vehicles needing access.





WINGATE STREET NEIGHBORHOOD NOTICE -PLEASE READ

Thursday, August 21st 10am-12am

THE LONGEST TABLE EVENT

***STREET CLOSURE/PARKING RESTRICTION DETAILS ***

There will be no street parking allowed from 10am-12am on Thursday, August 21st.

Parking Restrictions

Cars parked in the private Jacques Pillings lot between 52-62 Wingate will not be able to enter/exit from 10am-12am

Cars parked in the private Wingate Residence Lot will **not** have access to enter/exit on Wingate St (access is through Granite Street and exit onto Essex)

The public Wingate Lot will remain available for parking, except for a small number of parking spaces (about 12) that will be restricted for event use.

Cars will not have Wingate Street access to enter/ exit the large public Wingate parking lot across from Peddler's Daughter.

During the event, access to the public Wingate Lot will be via Washington Street entrance with one available outlet onto Essex Street through the use of the alley.

L'Arche can provide parking vouchers to relocate your vehicles to the MVRTA garage. Please contact us at office@larchebostonnorth.org to request a voucher.

- If you have specific accessibility concerns or needs related to parking or accessing your residence or business PLEASE reach out to us so we can help coordinate.**

We are working with HPD and HFD to ensure a safe and enjoyable event for attendees and neighbors. HPD will be helping with traffic flow in the area. We have coordinated trash removal with the DPW.

Sidewalks will remain open and accessible to the general public, residents and businesses throughout the evening.

If you have any questions regarding the event or would like to get involved, please email office@larchebostonnorth.org.

Alcohol - One-Day License**LCDL-25-14**

Submitted On: May 11, 2025

Applicant

 Jennifer Matthews
 9789739323
@ jmatthews@larchebostonnorth.org

Primary Location

53 WINGATE ST
Haverhill, MA 01832

12.5.1

Applicant Information

Applicant Role in the Event
Sponsor Organization Officer

Birth Date
03/11/1985

Is the Event Sponsored?
yes

JUN 11 2025
12:51 PM**Event Sponsor Information**

Sponsor Business/Organization Name
L'Arche Boston North, Inc

Sponsor Business/Organization Address
53 Wingate Street

Sponsor Business/Organization City
Haverhill

Sponsor Business/Organization State
MA

Sponsor Business/Organization Zip
01832

Sponsor Business/Organization Phone
9789739323

Sponsor Financial Status
Business - Non-Profit

Sponsor Main Contact
Executive Director

Main Contact's Name
Jennifer Matthews

Main Contact's Social Security #
027685946

Main Contact's Address
25 Hadley Road

Main Contact's City
Methuen

Main Contact's State
MA

Main Contact's Zip
01844

Main Contact's Phone
9789739323

Main Contact's Email
jmatthews@larchebostonnorth.org

Event Information

Type of License Being Requested
All Alcohol

Event Date
08/21/2025

Event Start Time
05:00 PM

Event End Time
10:00 PM

Event Location
53 Wingate Street

Event Purpose
Outdoor dining and entertainment experience

Will there Be Music or Entertainment?
Yes

Will the Event be Catered?
No

Will Food be Provided in Another Way?
Yes

Expected Number of Adults Attending
250

Expected Number of Children Attending
0

Is an Entrance Fee/Donation Required?
Yes

Type of Attendees

Private

Will the Event Be on City Property?

Yes

Liquor Information**Name of Liquor Wholesaler**

WA-LIC-000074 Merrimack Valley Distributing Co., Inc.

Name of Person Serving the Alcohol

Margaret Conneely

Is This a Cash Bar?

Yes

Agreement & Signature

Yes

true



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2025

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).

PRODUCER Malcolm & Parsons Insurance Agency 713 Washington Street P.O. Box 527 Stoughton MA 02072	CONTACT NAME: Jaime Gonsalves PHONE (A/C, No, Ext): (781) 344-3200 FAX (A/C, No): (781) 344-1425 E-MAIL ADDRESS: jll@malcolmandparsons.com														
INSURED Amstel Enterprises, Inc. DBA: The Peddlers Daughter & Shoe City Urban Bistro 45 Wingate Street Haverhill MA 01830-5736	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Utica First Insurance Co</td><td></td></tr><tr><td>INSURER B: Safety Indemnity</td><td>33618</td></tr><tr><td>INSURER C: Hartford Ins Co of the Midwest</td><td>38261</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Utica First Insurance Co		INSURER B: Safety Indemnity	33618	INSURER C: Hartford Ins Co of the Midwest	38261	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: Master 5/20/25

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BOP3000155370	04/26/2025	04/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			COM5925280	05/20/2025	05/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WECLH7768	03/06/2025	03/06/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			BOP3000155370	04/26/2025	04/26/2026	Each Occurrence \$1,000,000 Aggregate \$1,000,000

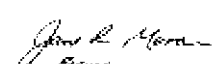
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Longest Table event being held 8/21/2025.
City of Haverhill is additional insured with respect to General Liability.

CERTIFICATE HOLDER

City of Haverhill 4 Summer Street Haverhill MA 01830
--

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2025

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.

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PRODUCER James Page Insurance Agency, Inc. 191 Merrimack St, Suite 306 Haverhill, MA 01830 License #: 1780398	CONTACT NAME: James Traver PHONE (A/C, No, Ext): (978)373-3893 FAX (A/C, No): 9789127902 E-MAIL ADDRESS: jtraver@jamespageins.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED L'Arche Boston North P.O. Box 1177 Haverhill, MA 01831		

COVERAGES**CERTIFICATE NUMBER:** 00066390-0**REVISION NUMBER:** 7

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A	Liquor Liability	N		PHPK2466606	10/27/2024	10/27/2025	Aggregate 1,000,000

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 additional insured for the Longest Table Event held on 8/21/2025

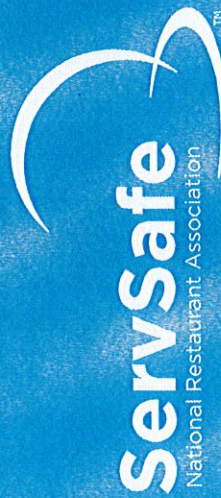
CERTIFICATE HOLDER**CANCELLATION**City of Haverhill
4 Summer St
Haverhill, MA 01830

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

AUTHORIZED REPRESENTATIVE

(JPT)

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ServSafe® CERTIFICATION

MARGARET CONNEELY

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).



#0655

21983671

CERTIFICATE NUMBER

4/14/2022

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

10778

EXAM FORM NUMBER

4/14/2027

DATE OF EXPIRATION



In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2);

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Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

Additional Liquor Wholesalers For The Longest Table 2024

WA-LIC-000222	Monsieur Touton Selections Of Massachusetts, Ltd.	Wholesaler License	Origin USA
WA-LIC-000074	Merrimack Valley Distributing Co., Inc.	Danvers	MA 01923
MS WALKER		WA-LIC-000123	

The Longest Table

Thursday, August 21st, 2025

I am proud to announce that L'Arche Boston North will be hosting Haverhill's Sixth Annual Longest Table on Thursday, **August 21st, 2025**, in the Wingate Street Arts District. We will once again transform Wingate Street into an outdoor dining and entertainment experience where friends, neighbors and families can safely gather to celebrate our six years of Longest Table magic!

This year's event serves as the kickoff to the Greater Haverhill Chamber of Commerce's Restaurant Week. The Wingate Street Arts District is a picturesque location that represents Haverhill's rich history and incredible progress.

In 2019, The Longest Table transformed this neighborhood into an outdoor dining and entertainment experience that transcended the boundaries of what people thought was possible for downtown Haverhill.

The Longest Table benefits 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. The pandemic has given our community an increased awareness and appreciation for the sacredness of time together and the value of connection. We are excited to use this experience as an opportunity to stand in solidarity with our neighboring local restaurants. In keeping with the tradition of previous years, a percentage of the evening's proceeds will be given back to the participating restaurants.

Logistics

Our signature "Longest Table" will be broken down to over 30 eight-foot tables spanning 300 ft of Wingate Street. The table will be broken down into sections of 4 (32ft) to allow for space and ease of access. The event space will feature a cocktail area with 2 bars and cocktail tables for guests.

Restaurants

All participating restaurants and food vendors are licensed in the State of Massachusetts to prepare/serve food for the public. All food will be prepared at the participants licensed establishment and transported to the Wingate Street location using temperature-controlled units or The Northern Essex Culinary Center has offered their certified, state-of the art, Culinary Center for any restaurants needing a larger area or downtown location to prepare their food and transport to Wingate Street. I have communicated a list of restaurants and vendors we have confirmed as of this time to the Health Inspector's office. We will submit a final list of restaurants/ vendors and detailed menus planned for the evening to the city **no later than 1** week prior to The Longest Table. All vendors will have a prep area specific to them. Each area will be equipped with hand sanitizer, vinyl gloves, and 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 met with members of the Haverhill Police and Fire Department leadership to ensure that The Longest Table is a safe and enjoyable evening that brings acclaim to our beloved city. We plan to have at least two police details, and one fire detail for the duration of the event.

Wingate Street will be closed to traffic beginning at 10am on **August 21st, 2025**. The street will re-open by 12am on August 22nd. Barricades will be used to create a secure perimeter enclosing the entire event space restricting access to the area to 21+ ticketholders only. We will have signage and notifications displayed letting the public know that area is restricted. Sidewalks will remain open to all pedestrian traffic.

Pending approval from the liquor licensing commission, The Peddler's Daughter is planning to serve alcohol from two designated outdoor areas that will be included in the secured event perimeter. The Peddler's Daughter will provide TIPS certified staff to ensure that all alcohol is served in compliance with the liquor commissions standards and practices. There will be two beverage stations inside the event perimeter. This is a 21+ event and has been marketed as such. We will have one dedicated point of entry and one dedicated point of egress to the event. We will station a member of HPD, a member of LBN staff, and a TIPS-certified Peddler's employee at the dedicated point of entry to check pre-purchased registration, and personal 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- We plan to have 4 luxury portable restrooms available at the event location. There is a handicapped accessible restroom available inside the L'Arche office building located at 53 Wingate Street that we will also have access to in the event a guest needs accessibility.

Electrical- We are working with a certified event lighting company to professionally install all lighting for the event. There is electricity available on-site on Wingate Street. The lighting company carries their own liability insurance.

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. The area will be cleared and cleaned to its original condition 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. We will have a professional DJ on site to coordinate all sound logistics using wireless speakers. Music will end at the conclusion of the event at 10pm.

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 parking restrictions.

Parking Restrictions

We have asked the Haverhill Police to restrict street parking beginning at 10am on August 21st.

Parking- Our proposed planning would limit entry and egress onto Wingate Street. During the event, entry to the Wingate Lot will originate from Washington Street with an available egress onto Essex to ensure no disruptions for people utilizing the lot. The private Wingate Residence parking lot adjacent to Peddler's Daughter will not be accessible via Wingate Street from 10am-12am. The lot can be accessed via Granite or Essex and Exit via Essex. The small private Jacques Pilling lot located between 52-62 Wingate, across from Peddler's Daughter will not have entrance/ exit capacity from 10am-12am. We will post notices multiple times prior to the event on all cars parked in these lots to make sure residents are prepared. We have contacted the building owners to ask that they share this information among the tenants. This was not an issue in 2019. In 2024 we blocked 12 additional parking spots in the Wingate Lot to be used as part of the event experience. We are requesting to do the same again in 2025.

Emergency Preparedness- All vendors and event staff will be briefed on emergency procedures in the event of an emergency during the event. Staff and vendors will be instructed to move tables to the Left side of the street to provide clearance to any emergency vehicles needing access.



THE LONGEST TABLE EVENT

*STREET CLOSURE/PARKING RESTRICTION DETAILS *

There will be no street parking allowed from 10am-12am on Thursday, August 21st.

Parking Restrictions

Cars parked in the private Jacques Pillings lot between 52-62 Wingate will not be able to enter/exit from 10am-12am

Cars parked in the private Wingate Residence Lot will **not** have access to enter/exit on Wingate St (access is through Granite Street and exit onto Essex)

The public Wingate Lot will remain available for parking, except for a small number of parking spaces (about 12) that will be restricted for event use.

Cars will not have Wingate Street access to enter/ exit the large public Wingate parking lot across from Peddler's Daughter.

During the event, access to the public Wingate Lot will be via Washington Street entrance with one available outlet onto Essex Street through the use of the alley.

L'Arche can provide parking vouchers to relocate your vehicles to the MVRTA garage.
Please contact us at office@larchebostonnorth.org to request a voucher.

- **If you have specific accessibility concerns or needs related to parking or accessing your residence or business PLEASE reach out to us so we can help coordinate.**

We are working with HPD and HFD to ensure a safe and enjoyable event for attendees and neighbors. HPD will be helping with traffic flow in the area. We have coordinated trash removal with the DPW.

Sidewalks will remain open and accessible to the general public, residents and businesses throughout the evening.

If you have any questions regarding the event or would like to get involved, please email office@larchebostonnorth.org.



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Margaret Conneely

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
10/08/2024



Expiration Date
10/08/2027



Certificate #
ON-000034960548

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued: 10/08/2024
Certificate #: ON-000034960548

CERTIFIED

Expires: 10/08/2027

Margaret Conneely
55 MUNROE STREET
Haverhill MA 01830



A 360TRAINING COMPANY

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



ESSESTR-01

TCASSIDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2025

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).

PRODUCER

Georgetown Insurance Agency Inc
10 W Main St
Georgetown, MA 01833

CONTACT**NAME:****PHONE**

(A/C, No, Ext): (978) 352-8000

FAX

(A/C, No): (978) 352-7719

E-MAIL

ADDRESS: info@georgetowninsurance.com

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURED**

Essex Street Grille, Inc.
25 Essex St
Haverhill, MA 01830

INSURER A : Utica First Insurance Company**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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BOP3000568880	10/23/2024	10/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is subject to all terms, conditions and exclusions of the policy contract.

CERTIFICATE HOLDER

L'Arche Boston North, Inc.
53 Wingate St
Haverhill, MA 01832

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ESSESTR-01

TCASSIDY

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DATE (MM/DD/YYYY)

5/30/2025

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PRODUCER Georgetown Insurance Agency Inc 10 W Main St Georgetown, MA 01833	CONTACT NAME:		
	PHONE (A/C, No, Ext): (978) 352-8000 FAX (A/C, No): (978) 352-7719		
	E-MAIL ADDRESS: info@georgetowninsurance.com		
INSURED Essex Street Grille, Inc. 25 Essex St Haverhill, MA 01830	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Utica First Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						

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

CERTIFICATE HOLDER

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City of Haverhill
4 Summer St
Haverhill, MA 01830

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ESSESTR-01

TCASSIDY

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DATE (MM/DD/YYYY)

6/2/2025

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	PHONE (A/C, No, Ext): (978) 352-8000 FAX (A/C, No): (978) 352-7719 E-MAIL ADDRESS: info@georgetowninsurance.com	
INSURED Essex Street Grille, Inc. 25 Essex St Haverhill, MA 01830	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Utica First Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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A	Businessowners			BOP3000568880	10/23/2024	10/23/2025	Liquor Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operations usual to a restaurant.

Coverage is subject to all terms, conditions and exclusions of the policy contract.

CERTIFICATE HOLDER

CANCELLATION

L'Arche Boston North, Inc. 53 Wingate St Haverhill, MA 01832	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ESSESTR-01

TCASSIDY

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COVERAGES

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

CANCELLATION

City of Haverhill 4 Summer St Haverhill, MA 01830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

31-D

MELINDA E. BARRETT
MAYOR

31-D



CITY OF HAVERHILL
MASSACHUSETTS

File 10 DAYS

16.1

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

MAY 30 AM 8:59
HVCITYCLERK

May 30, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: MOA- Water Purification Group (Teamsters)

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

Please find attached a Memorandum of Agreement for the Water Purification Group (Teamsters). This item must be placed on file for 10 days after which I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

IN CITY COUNCIL: June 3 2025
TO COME BACK WITH MOA (file 10 days)
Attest:

City Clerk



Haverhill

Human Resources Department, Room 306

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

Denise McClanahan, HR Director – dmcclanahan@haverhillma.gov

Christina Carrie, HR Technician – ccarrie@haverhillma.gov

John DeRosso, HR Technician – jdelrosso@haverhillma.gov

Bridget Panniello, Head Clerk/Floater – bpanniello@haverhillma.gov

TO: Mayor Melinda Barrett
FROM: Denise McClanahan, HR Director
DATE: May 29, 2025
RE: MOA submissions

MAY 30 AM 9:00
HAVCITYCLERK

As a result of recent negotiations, attached please find the MOA for the Water Purification Group (Teamsters).

Please submit this document to the next City Council meeting for action.

dIm

TO: MAYOR MELINDA BARRETT
FROM: Denise McClanahan, HR Director
DATE: 5/29/2025
RE: COLLECTIVE BARGAINING FINANCIAL DISCLOSURE

2025
5/29/25

NAME OF CONTRACT OR GROUP: Water Purification Group
CONTRACT PERIOD: 7/1/2024 to 6/30/2027

% INCREASE FOR EACH CONTRACT YEAR:

Year 1 2 % Year 2 2 % Year 3 2 %
+ add/drop step in year 2
+ add new step in year 3

COST OF COLA FOR EACH FISCAL YEAR OF CONTRACT:

Year 1 – FY <u>25</u>	Cost amount	<u>\$10,772</u>
Year 2 – FY <u>26</u>	Cost amount	<u>\$30,600</u>
Year 3 – FY <u>27</u>	Cost amount	<u>\$32,305</u>

ADDITIONAL COSTS

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

Approx OT cost	\$10,000.00 over 3 years
Approx Longevity increase	\$ 5,100.00 over 3 years
Clothing/boot allowance	\$ 4,425.00 over 3 years
Tool allowance	\$750.00 over 3 years

What is the percentage increase that these extras add to the budget? 13.6% over years

TOTAL COST OF PROPOSED COLLECTIVE BARGAINING AGREEMENT: FY25 - \$552,813

Total salary budget for this group was: \$538,616
Percent increase in salary budget: \$73,953 (13.6% over 3 years)

Are there any other groups or individuals that would be directly affected by this budget? No
What would be the effect? _____
Are there any other known implications to this contract? _____

Funds are appropriated	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Where funds are located	Account #: <u>Click or tap here to enter text.</u>
Funds need appropriation by council	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Where funds to come from	Account #: <u>Click or tap here to enter text.</u>



HR Dept

Auditors Office

File 10 DAYS

16.11

31-D

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

 MAY 30 AM 9:00
HAYCITYCLERK

CONTRACT INTEGRATION

Upon approval, ratification, and funding of the memorandum of agreement which results from these negotiations, the parties shall agree to integrate within 60 days the terms thereof into the collective bargaining agreement in a timely manner.

ARTICLE 6: HOURS OF WORK AND OVERTIME

Clean up language

Section 1 – Work week. Clean up positions and hours

Section 2 – Clean up schedule to reflect current operations

ARTICLE 7: WAGES

Amend Section 1: Longevity

\$1,400	5 < 10 years
\$1,450	10 < 15 years
\$1,500	15 < 20 years
\$1,550	20 < 25 years
\$1,800	25 < 30 years
\$2,750	30 < 40 years
\$3,000	40 < 50 years
\$4,000	50+ years

Amend Section 2: Clothing and boot allowances

Clothing: Increase from \$600 to \$700

Boot: Increase from \$375 to \$450

Section 4: Compensation

2% salary increase effective 7-1-2024

2% salary increase effective 7-1-2025

2% salary increase effective 7-1-2026

Steps

Effective 7/1/25 - remove step 1 and add new step at end of scale at 3.5% increase

Effective 7/1/26 - add new step at end of scale at 3.5% increase

It is agreed between the city and the union that a new Year 5 step will be added to the scale effective 7/1/2024 for the position of Sr. WTP Operator on the employees hired after

7/1/2010 salary scale. This Year 5 step will mirror Step 4 from the employees hired prior to 7/1/2010 salary scale.

Amend Section 7: Tool allowance

City to provide/supply starter bag (one time only) of \$375.
Electrician to receive \$750 allowance yearly

MAY 30 AM 9:00
HAYCITYCLERK

Amend Section 8: Merit Rating to read as follows:

Management shall have complete flexibility to determine the performance appraisal process, policies, and procedures.

Amend Section 10: On call

Clean up language – Hours: 9pm-7am
On call hours to change from 2 hours to 4 hours

ARTICLE 8: HOLIDAYS

Replace Section 1, paragraph 1 as follows:

The following shall be recognized as paid Holidays and all employees shall be paid their regular tour of duty at straight time pay therefore: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, irrespective of the day on which the holiday falls.

Amend Section 1A Personal leave

Add the following sentence:

Effective 7/1/24, after five years of service with the City, all employees shall be entitled to personal leave in accordance with Section 2. The updated personal leave accrual will occur on January 1st of the next calendar year.

Note: no retro of accumulated time will be provided prior to 1/1/25.

ARTICLE 10 SICK AND BEREAVEMENT LEAVE

Amend Section 1A

Add the following sentence:

Effective 7/1/24, after five years of service with the City, all employees shall be entitled to sick leave in accordance with Section 1. The updated sick leave accrual will adjust starting with the month after the 5-year anniversary.

Note: no retro of accumulated time will be provided prior to 7/1/2024.

ARTICLE 21: EDUCATIONAL PAY

Change amount from \$1,000 to \$2,000 per year for educational courses.

Change language from "grade for the course of "C" or better" to "grade for the course of "B" or better".

CURRENT (EES HIRED PRIOR 7/1/10)				CURRENT (EES HIRED AFTER 7/1/10)			
7/1/2024		7/1/2024		7/1/2024		7/1/2024	
Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
102%				102%			
							Yr 5
Senior Water Treatment Plant Operator	\$ 33.58	\$ 34.87	\$ 36.09	\$ 32.73	\$ 33.98	\$ 35.16	\$ 36.62
Grade 4 Water Treatment Plant Operator	\$ 29.42	\$ 30.53	\$ 31.70	\$ 28.67	\$ 29.76	\$ 30.89	\$ 31.98
Grade 3 Water Treatment Plant Operator	\$ 28.64	\$ 29.74	\$ 30.86	\$ 27.93	\$ 28.98	\$ 30.09	\$ 31.16
Operator In Training	\$ 24.61	\$ 25.52	\$ 26.48	\$ 23.99	\$ 24.89	\$ 25.81	\$ 26.81
Laboratory Technician In Training	\$ 25.62	\$ 26.57	\$ 27.57	\$ 24.99	\$ 25.92	\$ 26.89	\$ 27.80
Grade 4 Laboratory Technician	\$ 27.69	\$ 28.73	\$ 29.82	\$ 26.87	\$ 29.76	\$ 30.89	\$ 31.98
Grade 3 Laboratory Technician	\$ 28.64	\$ 29.74	\$ 30.86	\$ 27.93	\$ 28.98	\$ 30.09	\$ 31.16
Maintenance Mechanic	\$ 20.75	\$ 21.50	\$ 22.29	\$ 20.26	\$ 21.00	\$ 21.77	\$ 24.43
Water/Wastewater Electrician	\$ 34.96	\$ 36.80	\$ 38.16	\$ 33.49	\$ 35.25	\$ 36.38	\$ 37.48
7/1/2025				7/1/2025			
Senior Water Treatment Plant Operator	\$ 34.25	\$ 35.57	\$ 36.81	\$ 33.38	\$ 34.66	\$ 35.86	\$ 37.36
Grade 4 Water Treatment Plant Operator	\$ 30.01	\$ 31.14	\$ 32.33	\$ 29.25	\$ 30.35	\$ 31.51	\$ 32.61
Grade 3 Water Treatment Plant Operator	\$ 29.22	\$ 30.33	\$ 31.48	\$ 28.49	\$ 29.56	\$ 30.69	\$ 31.78
Operator In Training	\$ 25.10	\$ 26.03	\$ 27.01	\$ 24.47	\$ 25.38	\$ 26.33	\$ 27.34
Laboratory Technician In Training	\$ 26.13	\$ 27.11	\$ 28.12	\$ 25.49	\$ 26.43	\$ 27.43	\$ 28.36
Grade 4 Laboratory Technician	\$ 28.24	\$ 29.30	\$ 30.42	\$ 29.25	\$ 30.35	\$ 31.51	\$ 32.61
Grade 3 Laboratory Technician	\$ 29.22	\$ 30.33	\$ 31.48	\$ 28.49	\$ 29.56	\$ 30.69	\$ 31.78
Maintenance Mechanic	\$ 21.16	\$ 21.93	\$ 22.73	\$ 20.66	\$ 21.42	\$ 22.20	\$ 24.92
Water/Wastewater Electrician	\$ 35.66	\$ 37.54	\$ 38.92	\$ 34.16	\$ 35.96	\$ 37.11	\$ 38.23
7/1/2026				7/1/2026			
Senior Water Treatment Plant Operator	\$ 36.28	\$ 37.55	\$ 39.12	\$ 35.35	\$ 36.58	\$ 38.10	\$ 39.44
Grade 4 Water Treatment Plant Operator	\$ 31.77	\$ 32.98	\$ 34.14	\$ 30.96	\$ 32.14	\$ 33.27	\$ 34.14
Grade 3 Water Treatment Plant Operator	\$ 30.94	\$ 32.11	\$ 33.27	\$ 30.15	\$ 31.30	\$ 32.42	\$ 33.27
Operator In Training	\$ 26.55	\$ 27.55	\$ 28.61	\$ 25.89	\$ 26.85	\$ 27.89	\$ 28.87
Laboratory Technician In Training	\$ 27.65	\$ 28.69	\$ 29.68	\$ 26.96	\$ 27.98	\$ 28.93	\$ 29.94
Grade 4 Laboratory Technician	\$ 29.89	\$ 31.03	\$ 32.24	\$ 30.96	\$ 32.14	\$ 33.27	\$ 34.43
Grade 3 Laboratory Technician	\$ 30.94	\$ 32.11	\$ 33.27	\$ 30.15	\$ 31.30	\$ 32.42	\$ 33.55
Maintenance Mechanic	\$ 22.37	\$ 23.19	\$ 26.05	\$ 21.85	\$ 22.65	\$ 25.42	\$ 26.31
Water/Wastewater Electrician	\$ 38.29	\$ 39.70	\$ 44.78	\$ 36.68	\$ 37.85	\$ 38.99	\$ 40.36
7/1/2027				7/1/2027			
Senior Water Treatment Plant Operator	\$ 39.69	\$ 41.90	\$ 44.90	\$ 39.69	\$ 41.90	\$ 44.90	\$ 47.90
Grade 4 Water Treatment Plant Operator	\$ 34.64	\$ 36.57	\$ 38.57	\$ 34.64	\$ 36.57	\$ 38.57	\$ 40.57
Grade 3 Water Treatment Plant Operator	\$ 33.76	\$ 35.64	\$ 37.54	\$ 33.76	\$ 35.64	\$ 37.54	\$ 39.44
Operator In Training	\$ 28.30	\$ 30.65	\$ 32.99	\$ 28.30	\$ 30.65	\$ 32.99	\$ 35.33
Laboratory Technician In Training	\$ 29.35	\$ 31.79	\$ 34.14	\$ 29.35	\$ 31.79	\$ 34.14	\$ 36.49
Grade 4 Laboratory Technician	\$ 33.76	\$ 36.48	\$ 39.12	\$ 33.76	\$ 36.48	\$ 39.12	\$ 41.76
Grade 3 Laboratory Technician	\$ 32.89	\$ 35.64	\$ 38.23	\$ 32.89	\$ 35.64	\$ 38.23	\$ 40.88
Maintenance Mechanic	\$ 25.79	\$ 27.90	\$ 30.05	\$ 25.79	\$ 27.90	\$ 30.05	\$ 32.20
Water/Wastewater Electrician	\$ 39.57	\$ 42.97	\$ 46.35	\$ 39.57	\$ 42.97	\$ 46.35	\$ 49.73

Classification of employee in an operator or lab technician position shall be tied to the level of certification as a Massachusetts drinking water treatment plant operator.
No certification, grades TA, TB, 1T, 2T shall be considered the in training classification
Grades TC and T3 shall be considered Grade 3
Grades TD and T4 shall be considered Grade 4

Classification of employee in an operator or lab technician position shall be tied to the level of certification as a Massachusetts drinking water treatment plant operator.
No certification, grades TA, TB, 1T, 2T shall be considered the in training classification
Grades TC and T3 shall be considered Grade 3
Grades TD and T4 shall be considered Grade 4



ARTICLE 32 TERMINATION**Update section with the following dates (three-year contract):**

July 1, 2024 to June 30, 2025

July 1, 2025 to June 30, 2026

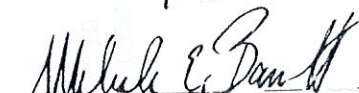
July 1, 2026 to June 30, 2027

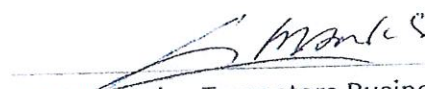
MAY 30 AM 9:00
HAWAII CITY CLERK

All articles pertaining to wages shall receive retro back to July 1, 2024.

All remaining terms and conditions of the current CBA not altered as per above shall remain in full force and effect. This agreement is subject to ratification by the Union and appropriation by the City Council.

Date: 3/4/25


Melinda E. Barrett, Mayor


James Marks, Teamsters Business Agent

APPROVED AS TO FORM

By: 
Katherine McNamara Feodoroff
City Solicitor

IN CITY COUNCIL: JUNE 3 2025

PLACED ON FILE for at least 10 days

Attest:

City Clerk



MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS



17.1
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
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June 12, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: Recognition of Juneteenth Holiday

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

I, Mayor Barrett, request to present a proclamation recognizing June 19th, 2025 as Juneteenth Independence Day in the City of Haverhill.

Thank you,

Melinda E. Barrett
Mayor

MEB/em

City Of Haverhill, Massachusetts

JUNETEENTH PROCLAMATION

WHEREAS: President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring slaves in the Confederate states free and paving the way for the passing of the 13th Amendment, which formally abolished slavery in the United States of America; and

WHEREAS: Word about the signing of the Emancipation Proclamation was delayed some two and one-half years until June 19, 1865, in reaching authorities and African-Americans in the South and Southwestern United States; and

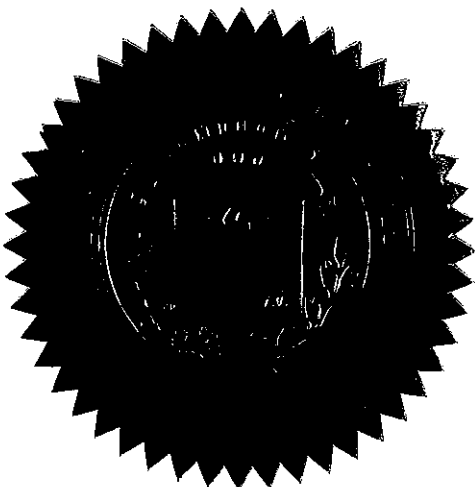
WHEREAS: June 19th has a special meaning to African-Americans, is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the African-American community for over 150 years; and

WHEREAS: Juneteenth commemorates the day in 1865 when Union Troops arrived in Texas and informed enslaved people that slavery was over, bringing to fruition the promise of Abraham Lincoln's Emancipation Proclamation.

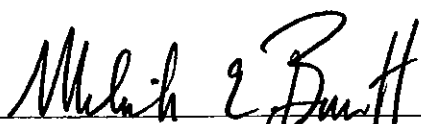
NOW, THEREFORE, I, Melinda E. Barrett, Mayor of the City of Haverhill, do hereby proclaim June 19, 2025, as

JUNETEENTH NATIONAL INDEPENDENCE DAY

In the City of Haverhill, I urge all its citizens to become more aware of the significance of this celebration in American history and the heritage of our nation and city.



IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the City of Haverhill to be affixed this 17th day of June in the year of Our Lord Two Thousand and Twenty-Five.


MAYOR MELINDA E. BARRETT

CITY COUNCIL

Thomas J. Sullivan, *President*
Timothy J. Jordan, *Vice President*
John A. Michitson
Colin F. LePage
Melissa J. Lewandowski
Catherine P. Rogers
Shaun P. Toohey
Michael S. McGonagle
Katrina Hobbs Everett
Devan Ferreira
Ralph T. Basiliere

JUN 13 4:08:46
HVCITYCLERK



17.2

CITY HALL, ROOM 204
4 SUMMER STREET

TELEPHONE: 978-374-2328

FACSIMILE: 978-374-2329

WWW.CITYOFHAVERHILL.COM

CITYCOUNCIL@HAVERHILLMA.GOV

CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

June 13, 2025

To: President and Members of the City Council

Councilor Ralph T. Basiliere respectfully submits this resolution for consideration and endorsement in support of the approval of US Department of Transportation Safe Streets for all FY25 Grant application resolution.

Ralph T. Basiliere
Councilor Ralph T. Basiliere

(Meeting: 6.17.25)

RESOLUTION



APPROVAL OF U.S. DEPARTMENT OF TRANSPORTATION: SAFE STREETS FOR ALL FY25 GRANT APPLICATION

WHEREAS, fatalities and serious injuries caused by traffic-related accidents are devastating and a serious public safety issue that necessitates public action; and

WHEREAS, underserved communities face a disproportionate risk of serious injuries and fatalities in connection with traffic-related accidents; and

WHEREAS, the CITY of HAVERHILL recognizes that traffic-related fatalities and serious injuries are preventable and not inevitable; and

WHEREAS, the CITY of HAVERHILL commits to working collaboratively with local stakeholders to identify and implement evidence-based projects and programs that reduce the potential for serious traffic-related injuries and fatalities in our community, with the goal of eliminating them completely by 2050;

THEREFORE, BE IT RESOLVED:

SECTION 1. The above recitals are true, correct, and adopted hereby as findings, purpose, and intent of the GOVERNING BODY.

SECTION 2. The CITY OF HAVERHILL commits to providing the public with an annual report on the City's progress towards the goals of the Merrimack Valley Planning Commission's regional Safety Action Plan, *MV Vision Zero* which provides a holistic, well-defined, and evidence-based strategy to prevent roadway fatalities and serious injuries in HAVERHILL.

SECTION 3. The CITY OF HAVERHILL pledges to the goal of "Vision Zero," which commits to working towards the goal of zero deaths in the CITY.

Approved and Adopted by the Governing Body on June 17, 2025.

Mayor

Council Member



MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
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June 13, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: Shared Streets for All Grant FY25 Application

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

I, Mayor Barrett, am in support of the approval of the City's U.S. Department of Transportation Safe Streets for All (SS4A) FY25 grant application resolution.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

CITY COUNCIL

Thomas J. Sullivan, President
 Timothy J. Jordan, Vice President
 John A. Michitson
 Colin F. LePage
 Melissa J. Lewandowski
 Catherine P. Rogers
 Shaun P. Toohey
 Michael S. McGonagle
 Katrina Hobbs Everett
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 Ralph T. Basiliere



CITY HALL, ROOM 204

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HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

103-HH	Motion by Councilor Michitson to send the <i>Home Rule Petition – An act establishing guidelines for the installation of and use of Electric vehicle charging stations in the City of Haverhill</i> , to committee in order to coordinate with condo associations.	A&F	12/23/23
40	Motion by Councilor Lewandowski to send updated Cannabis Social Equity Best Practices for the Cannabis Control Commission to A&F for further review.	A&F	4/2/24
12-P	Motion by Councilor Jordan to send possible conditions on new development and potential changes to our zoning ordinances.	Planning & Development	5/21/24
12-S	Motion by Councilor Ferreira to send the City's Swimming Ordinance Chapter 193 Article III and related items at Lake Saltonstall, aka Plug Pond to NRPP for further discussion.	NRPP	6/18/24
33-F	Motion by Councilor Basiliere to send resident winter parking concerns and offer suggestions for improvements	Public Health Safety	3/11/25
60	Motion by Councilor Michitson to send the Haverhill Housing Production Plan to P&D for further discussion	Planning & Development	5/6/25