



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, December 20, 2016 at 7:00 PM**  
**City Council Chambers, Room 202**

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1. **APPROVAL OF RECORDS OF THE PREVIOUS MEETING**
2. **ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**
3. **COMMUNICATIONS FROM THE MAYOR:**
4. **COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**
  - 4.1. Communication from Police Chief Alan DeNaro requesting permission to address council with update on the Railroad Bridge Incident.

Attachment
  - 4.2. Communication from Orlando Pacheco, City's Purchasing Director/Energy Manager, submitting Power Purchase Agreement (PPA) between City and Vanguard Renewables (Haverhill AD1 LLC). The project is a 1 Megawatt Anaerobic Digester located at Crescent Farm. The agreement calls for City to purchase Net Metering Credits (NMC) for .13 cents per KWH. The price will increase 1% per year and will produce over 6 KWH annually, with the exception of the first year of operation.

Attachments
5. **UTILITY HEARING(S) AND RELATED ORDER(S)**

NO SCHEDULE
6. **APPOINTMENTS:**

NO SCHEDULES

Confirming Appointments:

Non-confirming Appointments:

Resignations
7. **PETITIONS**
8. **APPLICATIONS/HANDICAP PARKING SIGNS:**
  - 8.1 Donna Raymond- *new* - at 13 Hancock St – denied by Police Department
  - 8.2 Felicia C. Lyttle-Bennefield – *new*- at 14 Meagans Way approved by Police Department

Attachments
9. **ONE DAY LIQUOR LICENSES:**

NO SCHEDULE
10. **APPLICATIONS FOR PERMIT**

NO SCHEDULE
11. **TAG DAYS**

NO SCHEDULE
12. **ANNUAL LICENSE RENEWALS:**

Roller Skating Rink

Sunday Skating

Pool Tables

Sunday Pool

NO SCHEDULES

Bowling

Sunday Bowling



## CITY OF HAVERHILL CITY COUNCIL AGENDA

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### **Buy & Sell Second Hand Clothing**

### **Buy & Sell Second Hand Articles**

**12.1 Honeybee Children's Shoppe**

800 Broadway

Jennifer Levy

*Application has received police approval*

Attachment

### **Junk Dealer**

### **Buy & Sell Old Gold**

### **Pawnbroker**

### **Limousines (renewals)**

**12.2 John J Jalbert, BayState Limo, 102 Hale st, 8 Limousines**

*Application has received police approval*

Attachment

### **Taxis**

### **Taxi Driver License**

### **Chair Cars**

### **Auctioneer**

### **Theater**

### **Exterior Vending Machine**

### **Coin-Ops (Renewals)**

### **Sunday License**

### **Fortune Teller**

### **NO SCHEDULES**

### **HAWKER/PEDDLER**

### **NO SCHEDULE**

### **13. DRAINLAYER 2017 LICENSE**

- 13.1.** George Charest, renewal
- 13.2.** Glenn Daigle, renewal
- 13.3.** John Davidowicz, renewal
- 13.4.** Scott Falconer, renewal
- 13.5.** Frank E. Gibbs, renewal
- 13.6.** Bill Hall, renewal
- 13.7.** William F. Hutton, renewal
- 13.8.** Patrick T. Kelly, renewal
- 13.9.** James M. Mahoney, renewal
- 13.10.** Jeff Masterson, renewal
- 13.11.** Michael Mazzotta, renewal
- 13.12.** William T. Sawyer, renewal
- 13.13.** John Sullivan, renewal
- 13.14.** Carlos Ferreira, renewal

Attachments



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### **14. HEARINGS & RELATED ORDERS:**

- 14.1.** Petition from Attorney Anthony Rossi for applicant Ronald T Romanowski requesting Hearing for *Modification of a Special Permit* previously granted for 13 High st; to *add an additional 2 dwelling units* on a previously approved 5 dwelling unit Multi-family dwelling; being Document 102/2014; previously Passed as Amended March 3 2015

*Comment sheets from City Departments and letter from William Pillsbury, Econ. Dep. & Planning Dir., are included*

***Hearing Continued from December 13, 2016***  
**Attachments**

- 14.2.** Petition from Robert Ward, Dept DPW Director, on behalf of the City of Haverhill, for Special Permit to build within 500' of water supply, being Kenoza Lake in the Watershed Protection District, for construction of improvements to the City's existing Water Treatment Plant

*Communication from Conservation Commission Director Robert Moore and Order of Conditions included*  
***Hearing scheduled for City Council, January 3, 2017***

- 14.3.** Petition from Attorney Robert Harb for Stephen Franciosa for Special Permit to build single family residence within 500' of water supply, being Round Pond.

*Communication from Conservation Commission Director Robert Moore and Order of Conditions included*

***Hearing scheduled for City Council, February 7, 2017***  
**Attachment**

### **15. NEW BUSINESS/ORDERS:**

### **16. ORDINANCES (FILE 10 DAYS):**

### **17. UNFINISHED BUSINESS:**

### **18. MONTHLY REPORTS**

### **19. COMMUNICATION FROM COUNCILLORS**

- 19.1.** Councillor Bevilacqua requesting to introduce Tim Cleary regarding the Haverhill Elks Hoop Shoot

- 19.2.** Councillor Bevilacqua requesting a discussion regarding the future closing of Basiliere Bridge for reconstruction and alternative access from and to Bradford

**Attachments**

### **20. RESOLUTIONS AND PROCLAMATIONS**

- 20.1.** Resolution to file and accept grants with and from the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs for the Parkland acquisitions and renovations for Communities (PARC) Program for improvements to Cashman Field.

*Related communication from Mayor Fiorentini*

**Attachment**

### **21. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**

**NO SCHEDULE**



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**22. DOCUMENTS REFERRED TO COMMITTEE STUDY**

**23. ADJOURN**



**HAVERHILL  
POLICE DEPARTMENT  
40 Bailey Blvd.  
Haverhill, Massachusetts 01830**

**Alan R. DeNaro  
Chief of Police**

TEL. (978) 722-1502  
FAX. (978) 373-3981

December 14, 2016

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

Re: Update on Railroad Bridge Incident

Dear President Michitson:

I am requesting permission to appear before Council on Tuesday night, December 20, 2016 to discuss an update on the Railroad Bridge incident. Should you have any questions please feel free to contact me.

Sincerely,

Alan R. DeNaro  
Chief of Police

2016DEC14PM0402HNR-CITWC



# Haverhill

Purchasing Department, Room 105  
Phone: 978-374-2309 Fax: 978-521-4348  
purchasing@cityofhaverhill.com

4.2  
December 15, 2016

Mayor James J. Fiorentini  
City Hall  
4 Summer Street  
Haverhill, MA 01830-5875

Dear Mayor:

Attached is the Power Purchase Agreement (PPA) and between Vanguard Renewables (Haverhill AD1 LLC) and the City of Haverhill. The project is a 1 Megawatt (MW) Anaerobic Digester located at Crescent Farms in Haverhill.

The Agreement calls for the City to purchase Net Metering Credits (NMC) for .13 cents per KWH. The price will increase 1% per year. The project will produce over 6 KWH annually, with the exception of the first year of operation.

The power will be assigned to the City's Northeast Massachusetts (NEMA) load zone accounts.

The documents have been reviewed by both the City Solicitor and Meister Group, the City's solar energy consultant. While we are not purchasing solar net metering, the same concept applies for purchasing net metering via anaerobic digestion, thus the document is the same as it would be for our solar net metering agreements.

Sincerely,

Orlando Pacheco  
Purchasing Director/Energy Manager

**GENERAL TERMS AND CONDITIONS OF  
NET METERING CREDIT PURCHASE AGREEMENT**

*These General Terms and Conditions ("General Conditions") are dated as of 21<sup>st</sup> day of December, 2016 and are witnessed and acknowledged Haverhill AD 1 LLC ("Vanguard" or "Provider") and City of Haverhill, Massachusetts ("Purchaser"), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into the Net Metering Credit Purchase Agreements that may be entered into between and Purchaser or between their respective affiliates. Except to the extent or Purchaser becomes a party to a Net Metering Credit Purchase Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon or Purchaser.*

**1. DEFINITIONS.**

**1.1 Definitions.** In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

**"Actual Monthly Production"** means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.

**"Affiliate"** means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

**"Agreement"** means the Net Metering Credit Purchase Agreement.

**"Allocated Percentage"** means the percentage of the Net Metered Production to be allocated to Purchaser, as set forth in Schedule 3 of the Special Conditions.

**"Annual kWh Cap"** means the maximum amount of kWhs of Net Metered Production for which Purchaser shall be required to make payment in accordance with Section 5.1, as set forth in Schedule 3 of the Special Conditions.

**"Anticipated Commercial Operation Date"** has the meaning set forth in the Special Conditions, which date shall be extended day-for-day for Force Majeure Events and for other events outside of Provider's reasonable control, including but not limited in construction and interconnection by the Local Electric Utility.

**"Applicable Law"** means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

**"Assignment"** has the meaning set forth in Section 13.1.

**"Bankruptcy Event"** means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

"Billing Cycle" means the monthly billing cycle established by the Local Electric Utility.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Boston, Massachusetts are required or authorized by Applicable Law to be closed for business.

"Commercial Operation" and "Commercial Operation Date" have the meaning set forth in Section 3.3(b).

"Confidential Information" means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as "confidential" by such Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including but not limited to any "public records" or "freedom of information" request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority, provided that, where allowable by law, notice to the disclosing Party is provided before compliance with such requirement and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party. Confidential Information does not include information regarding the size, technology and location of the System, the identity of the Parties, the utility account and other information set forth in [exhibits or Schedules], or the Term of the Agreement.

"Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Effective Date" has the meaning set forth in the Special Conditions.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, food waste processing or recycling credits, alternative energy credits, waste heat recovery credits, stormwater credits or Green-e® products.

"Estimated Annual Production" has the meaning set forth in Section 5.2.

"Estimated Remaining Payments" means as of any date, the estimated remaining Payments to be made through the end of the then-applicable Term, as reasonably determined and supported by Provider.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"General Conditions" means these Terms and Conditions.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Host Customer" means Purchaser and shall have the meaning given this term in the Net Metering Rules.

"Indemnified Persons" means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

"Initial Term" has the meaning set forth in Section 2.1 for the time period specified in the Special Conditions.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

"Invoice Date" has the meaning set forth in Section 6.2.

"kWh Rate" means the price per kWh set forth in Schedule 2 of the Special Conditions.

"Local Electric Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"Net Metered Production" means the amount of energy delivered to the Local Electric Utility generated by the System.

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a System and fed back to the Local Electric Utility, as set forth in the Net Metering Rules.

"Net Metering Program Cancellation" means there is a change in law or in the Net Metering Rules (including by final or otherwise binding administration or interpretation thereof by the Massachusetts Department of Public Utilities or other Governmental Authority) that results in (i) Purchaser being unable or ineligible to receive the Net Metering Credits associated with the Allocated Percentage of the Net Metered Production generated by the System, or (ii) makes the System ineligible to generate Net Metered Production.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a System, as set forth in the Net Metering Rules, and credited to the Purchaser by the Local Electric Utility.

"Net Metering Rules" means, collectively, and as amended from time to time, the Massachusetts net metering statute, M.G.L. c.164, s.138-140, the Massachusetts net metering regulations, 220 CMR 18.00, orders issued by the Massachusetts Department of Public Utilities, and the associated net metering tariff of the Local Electric Utility.

"Party" or "Parties" has the meaning set forth in the preamble to the Net Metering Credit Purchase Agreement.

"Payment" has the meaning set forth in Section 6.1.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Premises" means the premises described in Schedule 1 of the Special Conditions. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 of the Special Conditions.

"Provider" has the meaning set forth in the Special Conditions.

"Provider Default" has the meaning set forth in Section 11.1(a).

"Provider Indemnified Parties" has the meaning set forth in Section 16.2.

"Purchaser Default" has the meaning set forth in Section 11.2(a).

"Purchaser Indemnified Parties" has the meaning set forth in Section 16.1.

"Renewable Energy Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions (if any) and all other renewable energy subsidies and incentives.

"Renewal Term" has the meaning set forth in Section 2.1.

"Representative" has the meaning set forth in Section 15.1.

"Security Interest" has the meaning set forth in Section 8.2.

"Net Metering Credit Purchase Agreement" means the Net Metering Credit Purchase Agreement (including the Schedules and Exhibits attached thereto) and these General Conditions (including the Exhibits attached hereto) to the extent incorporated therein.

"Special Conditions" means the Net Metering Credit Purchase Agreement, excluding these General Conditions.

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

"System" means the equipment, including, without limitation, the waste receiving, pre-processing and digester feeding systems, anaerobic digester, methane recovery system, turbines, pipes, wiring devices, and wiring, that comprise the anaerobic digestion net metering facility, as defined by the Net Metering Rules, located on the Premises.

"System Operations" means the Provider's operation, maintenance and repair of the System performed in accordance the requirements herein.

"Term" has the meaning set forth in Section 2.1.

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of these General Conditions.

## 2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operations Date specified in the Special Conditions for the Initial Term, unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for two (2) additional five (5) year term (each a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term." During any Renewal Term, either Party may terminate the Agreement upon one hundred and eighty (180) days' prior written notice to the other Party.

2.2 Early Termination. Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the System by the "Construction Start Date" as specified in the Special Conditions. Commencing Construction shall mean the deployment of materials and machinery on the Premises to install the System. Further, Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 90 days after the Anticipated Commercial Operation Date. The Construction Start Date and Anticipated Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, if an interconnection services agreement is not obtained within 60 days after the Effective Date.

2.3 Provider Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to restoring the Premises.

- (a) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.
- (b) There has been a material adverse change in the rights of Provider to construct the System on the Premises.
- (c) Provider has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.
- (d) Provider has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.
- (e) Either (i) Purchaser's S&P or Moody's Sr. Unsecured or Underlying rating falls below BBB- or Baa3, or (ii) Purchaser is not rated by S&P or Moody's and does not meet or exceed the following criteria; *ability to provide* three (3) years audited financial statements; asset to liability ratio of greater than 1:1; minimum five (5) years operating history; ability to demonstrate sustainable operations with either consistent profitability or consistent cash flow positive fiscal years;
- (f) Purchaser does not have in its own name, a separately metered account with the Local Utility with respect to the Premises. If required, Purchaser shall cooperate with Provider to establish a new metered account with the Local Electric Utility at such Premises.
- (g) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

2.4 Purchaser Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the commencement of Installation at the Premises Purchaser may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code that could reasonably be expected to materially adversely affect the economics of the installation for Purchaser.

### 3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law.

3.2 Approvals; Permits. Purchaser shall assist Provider in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required pursuant to any applicable CCR.

#### 3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by electricians in the United States. Provider shall inform Purchaser when the testing is scheduled to take place and will allow for Purchaser or Purchaser representative to observe testing.

(b) "Commercial Operation" shall occur when the results of such testing indicate that the System is capable of generating electric energy for four (4) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice and supporting documentation to Purchaser to that effect, and the date of such notice shall be the Commercial Operation Date.

### 4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. There will be a separate meter installed and maintained by the Local Electric Utility, which will measure the net amount of electrical energy flowing to and from the Premises, or Net Metered Production. Provider may, at its discretion, install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may also, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility at the Premises.

4.3 Meter Accuracy. On behalf of Purchaser as the Local Electric Utility's customer of record, Provider may, on its own initiative, and shall upon the request of the Purchaser, exercise Local Electric Utility customer rights to arrange for testing of the accuracy of the meter.

### 5. DELIVERY OF NET METERED PRODUCTION.

5.1 Purchase Requirement. Purchaser agrees to purchase one hundred percent (100%) of Allocated Percentage multiplied by the Net Metered Production generated by the System during each relevant month of the Term; provided; however, during any year, the Purchaser shall not be required to make payments in respect of more than the Annual kWh Cap.

5.2 Estimated Annual Production. The annual estimate of electricity generated by the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production." The Estimated Annual Production for each year of the Initial Term is set forth in Schedule 4 of the Special Conditions. The Estimated Annual Net Metered Production is also set forth in Schedule 4 of the Special Conditions. For the purpose of clarification, the estimated amount of electricity allocated to Purchaser shall be the Allocated Percentage of the Estimated Annual Production.

5.3 Environmental Attributes and Renewable Energy Incentives. Purchaser's purchase does not include Environmental Attributes or Renewable Energy Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Renewable Energy Incentives or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party

5.5 Net Metering. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Schedule Z) as may be amended from time to time. The Parties agree that (a) Provider shall transmit such Net Metered Production into the Local Electric Utility system on behalf of and for the account of Purchaser, and (b) Purchaser (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

## 6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly payment (the "Payment") for the electricity generated by the System and delivered to the Local Electric Utility during each monthly Billing Cycle of the Term equal to the product of (x) the Net Metered Production for the System for the relevant month multiplied by (y) the kWh Rate, multiplied by the Allocated Percentage; provided however, during any year, the Purchaser shall not be required to make payments in respect of more than the Annual kWh Cap.

6.2 Invoice. Purchaser shall provide Provider with a copy of each monthly bill from the Local Electric Utility in Purchaser's capacity as Host Customer of the System within five (5) business days of receipt. Following Provider's receipt of such monthly bill, Provider shall invoice Purchaser (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within the time specified in the Special Conditions.

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 Billing Adjustments Following Local Electric Utility Billing Adjustments. If, as a result of a Local Electric Utility billing adjustment, the quantity of Net Metered Production is decreased (the "Electricity Deficiency Quantity") and the Local Electric Utility reduces the amount of Net Metering Credits awarded for such period, Provider shall reimburse Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Net Metered Production is increased (the "Electricity Surplus Quantity") and the Local Electric Utility increases the amount of Net Metering Credits for such

period, Purchaser shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period not to exceed the Annual kWh Cap.

## 7. GENERAL COVENANTS.

### 7.1 Provider's Covenants. Provider covenants and agrees to the following:

- (a) Notice of Damage or Emergency. Provider shall promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to materially adversely affect the System,
- (b) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating at a commercially reasonable continuous rate.
- (c) Governmental Approvals. While providing the Installation Work and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.
- (d) Interconnection Fees. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Purchaser be responsible for any Interconnection Obligations.
- (e) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of professional engineers in the United States

### 7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

- (a) Purchaser shall provide to Provider such documentation (including billing statements from the Local Electric Utility), as may be reasonably needed in order for Provider to calculate the Provider Credit and/or Purchaser Credit in accordance with Section 6.6.
- (b) Host Customer. Purchaser shall execute documents to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the Host Customer of each Local Electric Utility meter related to the System for purposes of the Net Metering Rules. Purchaser agrees to not execute any such documents with prior authorization from Provider. Purchaser also represents and warrants that it has not executed agreements to serve as Host Customer for other net metering facilities that total 10 MW or more as of the Effective Date.
- (c) Consents and Approvals. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.
- (d) Allocation Schedule. If Schedule 1 of the Special Condition indicates that Purchaser is to be the Host Customer with respect to the Premises, then Purchaser shall, at the request of Provider from time to time (but no more often than twice per year), execute such "Schedule Z" as Provider may request, pursuant to which the Net Metered Production shall be allocated to Purchaser in the Allocated Percentage, and to such other customers of Provider, in such percentages as Provider shall request. Provider shall assist Purchaser in completing any Schedule Z and Provider shall have no liability to Purchaser (and Provider shall indemnify Purchaser from third party claims that may arise) in respect of completing a Schedule Z as requested by Provider.

## 8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations Regarding Security Interest. Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:

- (a) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.
- (b) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, AND 7.1 AND THIS SECTION 8, THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

## 9. TAXES AND GOVERNMENTAL FEES.

9.1 Provider Obligations. Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Provider shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

## 10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction); (vi) action or inaction by the Local Electric Utility or System Regional Operator which causes the Provider to curtail operation of the System. A Force Majeure Event shall not be based on the economic hardship of either Party.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Net Metering Credits delivered to Purchaser prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Provider. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than Provider's obligation to remove said system and any such liabilities that have accrued prior to such termination), and the provisions of Section 2.2 (Early Termination) shall be inapplicable.

## 11. DEFAULT.

### 11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.

### 11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and
- (iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement, and Provider may exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Purchaser shall use reasonable efforts to mitigate its damages.

## 12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 Notwithstanding the foregoing in Section 12.1 the limitations of liability shall not apply for damages that occur after the expiration or termination of the Agreement, including but not limited to damages occurring from the removal of the System by the Provider.

## 13. ASSIGNMENT.

13.1 Assignment by Provider. Provider may sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, with the prior written consent of Purchaser, which shall not be unreasonably withheld. Provider may assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit A of these General Terms and Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1.

As a condition of any assignment the assignor and proposed assignee shall represent and warrant to the non-assigning Party in writing that the assignee is capable of performing, and will perform, all of the obligations required of the assigning Party under this Agreement and that the assignee possesses the experience necessary to operate and maintain the System.

Upon any assignment, the assignee shall confirm in writing to the non-assigning Party that such assignee is bound by this Agreement and is subject to all of the obligations required of the assigning Party, and any subsequent assignment of this Agreement by such assignee shall be subject to the provisions of this Section 13.

13.2. Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby:

- (a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.
- (b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in this Agreement.

(c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.3 Assignment by Purchaser. Purchaser shall not assign the Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

#### 14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5 of the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

#### 15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. Except as provided in this Section 15.1, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Parties' prior express written consent.

Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents advisers, investors, providers of financing, directors, officers and employees who have a need to know related to this Agreement.

If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party, upon giving notice to the other Party if permissible by law, may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

The Parties acknowledge that if the Buyer is subject to the Massachusetts Public Records Law, Mass. Gen. Laws ch. 4 §§ 7 and 26 and ch. 66 § 10 ("MPRL"), then the Buyer's obligations under MPRL supersede its obligations, if any, under this Section 15.1.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;

(b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) is independently developed by the receiving Party; or

(d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

## 16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Section 12, to the extent permitted by applicable law, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work or System Operations and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. Subject to Section 12, and only to the extent permitted by applicable law and appropriation, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

## 17. NET METERING PROGRAM CANCELLATION

17.1 In the event of a Net Metering Program Cancellation, then, upon a Party's receipt of notice of such change from the other Party the Parties shall promptly and in good faith endeavor for a period of up to ninety (90) days to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and risk as originally intended by the Parties in this Agreement. If at the end of such ninety (90) day period the Parties are unable to do so, either Party shall have the right to terminate this Agreement. Upon termination of this Agreement pursuant to this Section 17.1, (i) neither Party shall have any obligation or financial liability to the other Party as a result of such termination; provided that Buyer has paid Seller for any and all Purchaser's Allocation Percentage delivered to the Local Electric Utility prior to the date of such termination, (ii) Provider shall be permitted to sell, free and clear of any claim by Purchaser, any Net Metered Production contemplated under this Agreement to any third party, and (iii) Purchaser shall continue to permit Provider to operate and maintain the System at the Property in accordance with Section 7.1(g).

## 18. MISCELLANEOUS

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Sections 2.2 (Early Termination), Section 7.1(g) (Provider Covenant), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without reference to any choice of law principles. The Parties agree that the courts of Massachusetts and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable

Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. Subject to the provisions of Section 13 above, this Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

*[Remainder of page intentionally left blank.]*

These General Terms and Conditions are witnessed and acknowledged by Provider and Purchaser below. For the avoidance of doubt, neither Provider nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

"PROVIDER": " HAVERHILL AD 1, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

"PURCHASER": CITY OF HAVERHILL, MASSACHUSETTS

By: \_\_\_\_\_

Name: James J. Fiorentini

Title: Mayor

Date: 12/21/2016

\_\_\_\_\_

**Exhibit A**  
**General Conditions**

**Certain Agreements for the Benefit of the Financing Parties**

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

- (a) **Consent to Collateral Assignment.** Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to the a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.
- (b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.
- (c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:
- i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Purchaser's default the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
  - ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.
  - iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.
  - iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.
- (d) **Right to Cure.**
- i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The

Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (c)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

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**NET METERING CREDIT PURCHASE AGREEMENT**  
**SPECIAL CONDITIONS**

This Net Metering Credit Purchase Agreement ("Agreement") is made and entered into as of this 21st day of December, 2016 (the "Effective Date"), between Haverhill AD 1, LLC, a Massachusetts limited liability company ("Provider"), and City of Haverhill, Massachusetts ("Purchaser"); and, together with Provider, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Provider intends to construct, install, own, operate, and maintain a System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Net Metering Rules, the System will qualify as a net metering facility and will generate Net Metering Credits;

WHEREAS, Purchaser is willing to purchase, or pay to be allocated, the Allocated Percentage (as set forth in Schedule 3 hereof) of the Net Metered Production to be generated by the System and to serve as Host Customer of the System, and Provider is willing to sell such Allocated Percentage of the Net Metered Production to be generated by the System to Purchaser as Host Customer under certain terms of this Agreement;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Net Metering Credit Purchase Agreement dated as of even date hereof ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Net Metering Credit Purchase Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

INCORPORATION OF GENERAL CONDITIONS. The General Conditions are incorporated herein as if set forth in their entirety. IN ADDITION,

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

1. the terms and conditions of the General Conditions, the following provisions shall also apply:
2. Schedules. The following are the respective Schedules to the Special Conditions:

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate
Schedule 3	Annual kWh Cap and Allocated Percentage
Schedule 4	Estimated Annual Production

Schedule 5	Notice Information
Schedule 6	Time of Payment
Schedule 7	Term

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

**HAVERHILL AD 1, LLC**

By:

By: \_\_\_\_\_  
Name: John Hanselman  
Title:  
Date:

**CITY OF HAVERHILL**

By: \_\_\_\_\_  
Name: James J. Fiorentini  
Title: Mayor  
Date: 12/21/2016

## **SCHEDULES**

### **I. Schedule 1: Description of Premises and System**

**System Premises:** 1058 Boston Road, Haverhill MA 01835

Provider

**Premises is Owned or  
Controlled by:**

**Purchaser is to be the Host  
Customer with respect to the  
Premises:** Yes

**System Size:** 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System)

**Performance Guarantee:** Eighty Five Percent (85%) of Estimated Annual Production

**Construction Start Date:** 365 days from Effective Date

**Anticipated Commercial  
Operation Date:** 730 days from Effective Date

### **II. Schedule 2 -- kWh Rate**

For each Billing Cycle in which the System delivers electricity to the Local Electric Utility, the price per kWh of Net Metered Production shall be \$0.130/kWh ("kWh Rate"), increasing by one percent (1%) on each anniversary of the Commercial Operation Date.

### **III. Schedule 3 -- Annual kWh Cap and Allocated Percentage**

Annual kWh Cap: 8,784,000 kWh

Allocated Percentage: 100%, but in no event shall the Allocated Percentage exceed 1000 kW (AC)

**IV. Schedule 4 – Estimated Annual Production**

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Net Metered Production	Year of System Term	Estimated Net Metered Production
1	5,326,035	11	6,785,715
2	6,785,715	12	6,804,306
3	6,785,715	13	6,785,715
4	6,804,306	14	6,785,715
5	6,785,715	15	6,785,715
6	6,785,715	16	6,804,306
7	6,785,715	17	6,785,715
8	6,804,306	18	6,785,715
9	6,785,715	19	6,785,715
10	6,785,715	20	6,804,306

The values set forth in the table above are estimates, of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

**V. Schedule 5 – Notice Information**

**Purchaser:**

City of Haverhill  
Attn: Office of the Mayor  
4 Summer St.  
Haverhill, MA 01830  
(978) 374-2300

**Provider:**

Haverhill AD I LLC  
Attn: Daniel Voss  
20 Walnut St, Suite 308  
Wellesley, MA 02481  
781-232-7597  
*With a copy to*

Klavens Law Group, P.C.  
420 Boylston Street, Suite 610  
Boston, MA 02116  
(617) 502-6280

**Financing Party:**

[To be provided by Provider]

**VI. Schedule 6 – Time of Payment**

Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Initial Term**

The Initial Term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operation Date, unless and until terminated earlier pursuant to the provisions of the Agreement.

81  
**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

\*NEW ☒

\*RENEWAL ☐

DATE OF REQUEST 9/19/16

DATE OF APPROVAL \_\_\_\_\_

NAME: Donna Raymond

ADDRESS: 13 Hancock St

TELEPHONE #: 978-457-9097

VEHICLE TYPE: Honda CRV

PLATE #: 922 TGI

Do you currently have off street parking at your residence? ☒ Yes ☐ No

If yes, why is there a need for a handicap parking sign? In the winter its too much too clear.

Did you have a handicap parking sign at a previous address? ☐ Yes ☒ No

If yes, location? \_\_\_\_\_

Donna Raymond  
Applicant Signature

- Please include a copy of your current handicap placard or handicap registration, along with this application.

Approve ☐

☒ Denied

Parking lot not utilized. Three spaces already designated handicap.  
Reason for denial

[Signature]  
Chief of Police Signature

Approve ☐

☒ Denied

Reason for denial \_\_\_\_\_

City Council Approval \_\_\_\_\_

Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

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

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

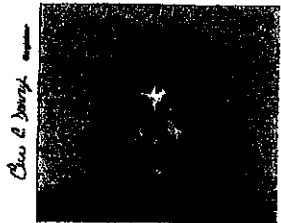
Attn: Officer Powell

**P78526616**

**Expires:**

**06-03-21**

**Disabled Persons  
Parking Identification Placard**



RAYMOND

DONNA

M

**Commonwealth of  
Massachusetts**

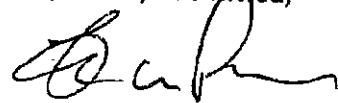


To: Chief Denaro  
From: Officer Powell  
Date: September 21, 2016  
Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from Donna Raymond of 13 Hancock St. She has an active Massachusetts handicap placard issued to her. I inspected the location. She states that she does have off street parking, but in the winter it is too much for her to clear. She lives with her mother who is also has a handicap placard. At this time there is a handicap sign in front of 13 Hancock St. There is also a handicap sign in front of 9 Hancock St. This is the home next door to 13 Hancock St. If this sign is granted it would be the 2<sup>nd</sup> handicap sign placed in front of this home. It would also be the 3<sup>rd</sup> handicap sign placed in a row. This home has a large fenced in driveway. At this time I believe that another handicap sign would be inappropriate and recommend that this request should be denied.

Respectfully Submitted,



Officer Powell

8.2-

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

\*NEW ☒

\*RENEWAL ☐

DATE OF REQUEST 11/08/2016

DATE OF APPROVAL \_\_\_\_\_

NAME: Felicia C. Lytle-Bennetfield

ADDRESS: 14 Meagans Way

TELEPHONE #: 781-588-9736

VEHICLE TYPE: Chevy Equinox 2015

PLATE #: 3XG-986

Do you currently have off street parking at your residence? ☒ Yes ☐ No

If yes, why is there a need for a handicap parking sign?

I would like to be able to park in front of my house  
closer distance.

Did you have a handicap parking sign at a previous address? ☐ Yes ☒ No

If yes, location? \_\_\_\_\_

Felicia C. Lytle-Bennetfield  
Applicant Signature

\* Please include a copy of your current handicap placard or handicap registration, along with this application.

☒ Approve

☐ Denied

Reason for denial \_\_\_\_\_

[Signature]  
Chief of Police Signature

☒ Approve

☐ Denied

Reason for denial \_\_\_\_\_

City Council Approval \_\_\_\_\_

Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

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

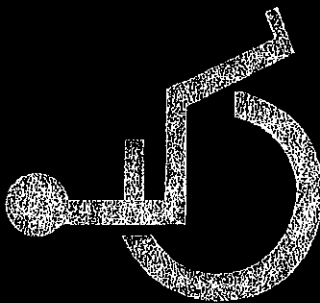
MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

**P83646610**

**Expires:**

**05-12-19**

Disabled Persons  
Parking Identification Placard



LYTLE

FELICIA

C

Car & Bus  
Ramp

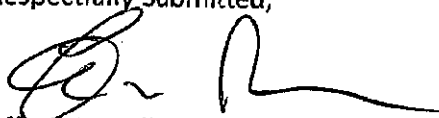
Commonwealth of

To: Chief Denaro  
From: Officer Powell  
Date: December 5, 2016  
Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from Felicia C Lyttle-Bennefield of 14 Meagan's Way. She has an active Massachusetts handicap placard issued to her. I have inspected the location and his request is appropriate. She currently has off street parking. However, she needs to utilize the front door due to her disability. I would recommend that a Handicap parking space be placed in front of her located at 14 Meagan's Way.

Respectfully Submitted,

  
Officer Powell

12.1

City of Haverhill

pd # 50  
09/16

License

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a Buy and sell  
Second hand articles License

Place of business being: 800 Broadway

Name of Business: Honeybee Children's Shoppe

Address: 800 Broadway

Applicant: Jennifer Levy

Applicant phone number: 603-475-9601 @

Business Certificate # and expiration date: 12/14/20, CH # 131070

Haverhill, Dec 14, 2016

Office use only

New/Renew (circle one)

Fee: 50 <sup>to</sup> per

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

Attest:

Approve \_\_\_\_\_

Denied \_\_\_\_\_

City Clerk

[Signature]  
Police Chief

(If needed, other Dept. Signoff)

Please complete back side of this application

City of Haverhill

Limousine/Livery License

Honorable President and Members of the Haverhill City Council:

12 2  
Limousine

The undersigned respectfully asks that he/she may receive a Limousine/Livery License -

Place of business being: 102 Hale St " BayState Limo "

Name of Business: BAYSTATE LIMOUSINE

Address: 102 HALE ST

Applicant: JOHN J TALBERT

Applicant phone number: 978 372 9511

Zoning Approval Letter received (must have approval from building department):

Business Certificate # and expiration date: 103-I/2015

Haverhill, May 1, 2016

Office use only

New/Renew (circle one)

Fee: \$100 per vehicle - annual fee

No. of Vehicles: 8

Registration # of vehicles (photocopies of actual registrations must be provided to Clerk's office):

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

Attest:

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

Approve ☒

Denied ☐

Alan R. P. [Signature]

\_\_\_\_\_  
Police Chief

Haverhill City Code: Chapter 230 Sec. 26, 27, 33

Please complete back side of this application

PERMIT

COPY 5  
2015



CITY OF HAVERHILL

September 15 2015

Permission is hereby granted to

JOHN JALBERT

BAYSTATE LIMOUSINE

OPERATE 7 VEHICLES at  
to

102 HALE ST

in conformity with the laws of the Commonwealth and Ordinances of the City of Haverhill.

Doc 103-1/2015 By vote of the Municipal Council,

Expires May 1 2016

*[Signature]*  
City Clerk



# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

RMV Division

PLATE TYPE LVV	REGISTRATION NUMBER BAYST3	REGISTRATION TYPE LIVERY	EXPIRATION DATE 07/01/16	EXPIRES LAST DAY OF → 06 17	TRANSACTION NUMBER 02615569060116
VEHICLE MODEL YEAR 2004	MAKE LINC	MODEL TOWCAR	BODY STYLE TYPE LIMO	COLOR WHITE	Not valid without official signature of Registrar
VEHICLE IDENTIFICATION NUMBER 1L1FM81W14Y602345		INSURANCE COMPANY ALLMERICA FINANCIA		TITLE NUMBER BE515112	IF VEHICLE CARRYING PASSENGERS FOR HIRE, MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED. 08
RESIDENTIAL ADDRESS (IF DIFFERENT)  NAME(S) OF OWNER(S) AND MAILING ADDRESS JALBERT WILSON INC 102 HALE ST HAVERHILL, MA 01830-3972					TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER ✓
FEES					
REGISTRATION					48.00
TITLE					0.00
SPECIAL PLATES					50.00
SALES TAX					0.00
TOTAL					98.00
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.					

SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.	CHANGE OF ADDRESS STREET ADDRESS  CITY, STATE, ZIP CODE
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## Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: [www.massrmv.com](http://www.massrmv.com) or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.

- Return the registration plates to the RMV immediately if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale*, *Title*, and completed *Reassignment of Title* for your records to document the transfer.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

**Transferring Your Plates:** Massachusetts law (M.G.L. Chapter 90, Section 2I) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. All of the following must be met: 1. You are at least 18 years of age and you own the motor vehicle or trailer identified on this *Registration Certificate*; 2. You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); 3. The newly acquired vehicle is of the same vehicle type (passenger vehicle to passenger vehicle, trailer to trailer, etc.); the same registration type (passenger to passenger, commercial to commercial); and has the same number of wheels; and, 4. The seller and buyer properly complete the Assignment of the Certificate of Title (for the newly acquired "used" vehicle) or Certificate of Origin (if a "new" vehicle). If all of the above are met, you may operate the newly acquired vehicle with the transferred plates up to 5:00 pm of the 7th calendar day following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you must carry the *Bill of Sale* (or the dealer's *Purchase Contract*) for the newly acquired vehicle and this *Registration Certificate* when operating the vehicle. See *FAQs About the Seven-Day Registration Transfer Law* on the RMV's website at [www.massrmv.com](http://www.massrmv.com).

**No Insurance Card Required:** Massachusetts's law does not require an insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this *Registration Certificate*, it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

## Be first in line by going online at [www.massrmv.com](http://www.massrmv.com)

- |                                 |                                  |
|---------------------------------|----------------------------------|
| Schedule a Road Test            | Request a Duplicate Title        |
| Renew Your Driver's License     | Request a Duplicate Registration |
| Renew Your Registration         | Change Your Address              |
| Pay Citations/Court Hearing Fee | Cancel My Plate/Registration     |
| Replace Your Driver's License   | Order a Special Plate            |

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SAVE TIME  
Complete Your  
Application Online!

VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS



# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this certificate

RMV Division

PLATE TYPE <b>LVV</b>	REGISTRATION NUMBER <b>BAYST1</b>	REGISTRATION TYPE <b>LIVERY</b>	EFFECTIVE DATE <b>08/17/16</b>	EXPIRES LAST DAY OF <b>06</b> YEAR <b>17</b>	TRANSACTION NUMBER <b>01623070070103</b>
APRIS MODEL YEAR <b>2007</b>	MAKE <b>LINC</b>	MODEL <b>TOWCAR</b>	BODY STYLE/TYPE <b>LIMO</b>	COLOR <b>BLACK</b>	Not valid without official signature of Registrar  <i>Chew C. Jurney</i>
VEHICLE IDENTIFICATION NUMBER <b>1L1FM88W07Y634794</b>		INSURANCE COMPANY <b>HANOVER INSURANCE</b>		TITLE NUMBER	IF VEHICLE CARRIES PASSENGERS FOR HIRE, MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED <b>09</b>
RESIDENTIAL ADDRESS (IF DIFFERENT)					TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER <input checked="" type="checkbox"/>
NAME(S) OF OWNER(S) AND MAILING ADDRESS <b>JALBERT WILSON INC 102 HALE ST HAVERHILL, MA 01830-3972</b>					
FEES					
REGISTRATION					<b>56.50</b>
TITLE					<b>75.00</b>
SPECIAL PLATES					<b>0.00</b>
SALES TAX					<b>312.50</b>
TOTAL					<b>444.00</b>
<b>MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION</b> The records of the RMV database constitute the official status of the vehicle registration.					

SPECIAL MESSAGE <b>IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.</b>	CHANGE OF ADDRESS
	STREET ADDRESS
	CITY, STATE, ZIP CODE

## Important Information for Vehicle Owners

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- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: [www.massrmv.com](http://www.massrmv.com) or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.

Return the registration plates to the RMV immediately if:

- The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale*, *Title*, and completed *Reassignment of Title* for your records to document the transfer.
- You move to another state and you register the vehicle in that state.
- The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

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**No Insurance Card Required:** Massachusetts's law does not require an Insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an Insurer is identified on the face of this *Registration Certificate*, it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new Insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

**Be first in line by going online at [www.massrmv.com](http://www.massrmv.com)**

Schedule a Road Test  
Renew Your Driver's License  
Renew Your Registration  
Pay Citations/Court Hearing Fee  
Replace Your Driver's License

Request a Duplicate Title  
Request a Duplicate Registration  
Change Your Address  
Cancel My Plate/Registration  
Order a Special Plate

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**VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS**



# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

RMV Division

PLATE TYPE <b>LVV</b>	REGISTRATION NUMBER <b>BAYST2</b>	REGISTRATION TYPE <b>LIVERY</b>	EXPIRATION DATE <b>07/01/16</b>	EXPIRES LAST DAY OF <b>06</b> MONTH <b>17</b> YEAR	TRANSACTION NUMBER <b>02615569130108</b>
OFFICIAL YEAR <b>2003</b>	MAKE <b>FORD</b>	MODEL <b>EXCURS</b>	BODY STYLE TYPE <b>SUV</b>	COLOR <b>WHITE</b>	Not valid without official signature of Registrar <i>Chen C. Jerny</i>
VEHICLE IDENTIFICATION NUMBER <b>1FMNU40S33BA91450</b>		INSURANCE COMPANY <b>ALLMERICA FINANCIA</b>		TITLE NUMBER <b>BF891399</b>	
VEHICLE ADDRESS (IF DIFFERENT) <b>JALBERT WILSON INC 102 HALE ST HAVERHILL, MA 01830-3972</b>					IF VEHICLE CARRIES PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED <b>14</b>
FEES					TOTAL REGISTERED FEE FOR A COMMERCIAL VEHICLE (OPTIONAL) <input checked="" type="checkbox"/>
REGISTRATION <b>84.00</b>					
TITLE <b>0.00</b>					
SPECIAL PLATES <b>50.00</b>					
SALES TAX <b>0.00</b>					
TOTAL <b>134.00</b>					

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
REGISTRY OF MOTOR VEHICLES DIVISION**  
The records of the RMV database constitute the official status of the vehicle registration.

SPECIAL MESSAGE <b>IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.</b>	CHANGE OF ADDRESS
	STREET ADDRESS
	CITY, STATE, ZIP CODE

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- |                                 |                                  |
|---------------------------------|----------------------------------|
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| Renew Your Driver's License     | Request a Duplicate Registration |
| Renew Your Registration         | Change Your Address              |
| Pay Citations/Court Hearing Fee | Cancel My Plate/Registration     |
| Replace Your Driver's License   | Order a Special Plate            |

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# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

RMV Division

PLATE TYPE <b>LUV</b>	REGISTRATION NUMBER <b>BAYST6</b>	REGISTRATION TYPE <b>LIVERY</b>	EFFECTIVE DATE <b>07/06/16</b>	VEHICLE IDENTIFICATION NUMBER <b>1LNHM81W14Y659278</b>	MONTH <b>06</b>	YEAR <b>17</b>	TRANSACTION NUMBER <b>01618869110115</b>
APRIL MODEL YEAR <b>2004</b>	MAKE <b>LINC</b>	MODEL <b>TOWCAR</b>	BODY STYLE TYPE <b>SEDAN</b>	COLOR <b>WHITE</b>	Not valid without official signature of Registrar <i>Chris C. Denny</i>		IF VEHICLE CARRIES PASSENGERS FOR HIRE, NUMBER OF PASSENGERS THAT CAN BE SEATED <b>05</b>
INSURANCE COMPANY <b>ALLMERICA FINANCIA</b>					TOTAL REGISTERED FEE <input checked="" type="checkbox"/>		
VEHICLE IDENTIFICATION NUMBER <b>1LNHM81W14Y659278</b>					FEES		
RESIDENTIAL ADDRESS (IF DIFFERENT)					REGISTRATION <b>25.00</b>		
OWNER(S) OF VEHICLE(S) AND MAILING ADDRESS <b>JALBERT WILSON INC 102 HALE ST HAVERHILL, MA 01830-3972</b>					TITLE <b>75.00</b>		
					SPECIAL PLATES <b>0.00</b>		
					SALES TAX <b>151.56</b>		
					TOTAL <b>251.56</b>		
<b>MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION</b> The records of the RMV database constitute the official status of the vehicle registration.							

SPECIAL MESSAGE <b>IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.</b>	CHANGE OF ADDRESS
	STREET ADDRESS
	CITY, STATE, ZIP CODE

## Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: [www.massrmv.com](http://www.massrmv.com) or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- Return the registration plates to the RMV immediately if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale*, *Title*, and completed *Reassignment of Title* for your records to document the transfer.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

**Transferring Your Plates:** Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. All of the following must be met: 1. You are at least 18 years of age and you own the motor vehicle or trailer identified on this *Registration Certificate*; 2. You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); 3. The newly acquired vehicle is of the same vehicle type (passenger vehicle to passenger vehicle, trailer to trailer, etc.); the same registration type (passenger to passenger, commercial to commercial); and has the same number of wheels; and, 4. The seller and buyer properly complete the Assignment of the Certificate of Title (for the newly acquired "used" vehicle) or Certificate of Origin (if a "new" vehicle). If all of the above are met, you may operate the newly acquired vehicle with the transferred plates up to 5:00 pm of the 7th calendar day following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you must carry the *Bill of Sale* for the dealer's *Purchase Contract* for the newly acquired vehicle and this *Registration Certificate* when operating the vehicle. See *FAQs About the Seven-Day Registration Transfer Law* on the RMV's website at [www.massrmv.com](http://www.massrmv.com).

**No Insurance Card Required:** Massachusetts law does not require an Insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this *Registration Certificate*, it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

**Be first in line by going online at [www.massrmv.com](http://www.massrmv.com)**

Schedule a Road Test  
Renew Your Driver's License  
Renew Your Registration  
Pay Citations/Court Hearing Fee  
Replace Your Driver's License

Request a Duplicate Title  
Request a Duplicate Registration  
Change Your Address  
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Order a Special Plate

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**Application Online!**

**VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS**

SP00017 02/2014

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H215



# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to enter this Certificate

RMV Division

PLATE TYPE <b>LVV</b>	REGISTRATION NUMBER <b>BAYST7</b>	REGISTRATION TYPE <b>LIVERY</b>	EFFECTIVE DATE <b>07/01/16</b>	EXPIRES LAST DAY OF MONTH <b>06</b> YEAR <b>17</b>	TRANSACTION NUMBER <b>02615569060119</b>
OFFER MODEL YEAR <b>2007</b>	MAKE <b>LINC</b>	MODEL <b>TOWCAR</b>	BODY STYLE TYPE <b>LIMO</b>	COLOR <b>BLACK</b>	Not valid without official signature of Registrar
VEHICLE IDENTIFICATION NUMBER <b>1L1FM88W17Y632889</b>		INSURANCE COMPANY <b>ALLMERICA FINANCIA</b>		TITLE NUMBER <b>BQ873144</b>	IF VEHICLE CARRYING PASSENGERS FOR HIRE INDICATE NUMBER OF PASSENGERS THAT CAN BE SEATED <b>08</b>
RESIDENTIAL ADDRESS (IF DIFFERENT) <b>JALBERT WILSON INC 102 HALE ST HAVERHILL, MA 01830-3972</b>					FEES REGISTRATION <b>48.00</b> TITLE <b>0.00</b> SPECIAL PLATES <b>50.00</b> SALES TAX <b>0.00</b> TOTAL <b>98.00</b>
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.					

SPECIAL MESSAGE <b>IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.</b>	CHANGE OF ADDRESS STREET ADDRESS CITY, STATE, ZIP CODE
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## Important Information for Vehicle Owners

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### Return the registration plates to the RMV immediately if:

- The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale*, *Title*, and completed *Reassignment of Title* for your records to document the transfer.
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Renew Your Driver's License  
Renew Your Registration  
Pay Citations/Court Hearing Fee  
Replace Your Driver's License

Request a Duplicate Title  
Request a Duplicate Registration  
Change Your Address  
Cancel My Plate/Registration  
Order a Special Plate

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Complete Your  
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VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS



# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this certificate

RMV Division

PLATE TYPE <b>LVV</b>	REGISTRATION NUMBER <b>BAYST9</b>	REGISTRATION TYPE <b>LIVERY</b>	EFFECTIVE DATE <b>07/01/16</b>	EXPIRES LAST DAY OF <b>06</b> MONTH <b>17</b> YEAR TRANSACTION NUMBER <b>02615569060118</b>
OFFER MODEL YEAR <b>2004</b>	MAKE <b>LINC</b>	MODEL <b>TOWCAR</b>	BODY STYLE TYPE <b>LIMO</b>	COLOR <b>BLACK</b>
VEHICLE IDENTIFICATION NUMBER <b>1L1FM81W14Y646958</b>			INSURANCE COMPANY <b>ALLMERICA FINANCIA</b>	TITLE NUMBER <b>BH621610</b>
RESIDENTIAL ADDRESS (IF DIFFERENT)			Not valid without official signature of Registrar <i>Chas C. Jurek</i>	
NAME(S) OF OWNER(S) AND MAILING ADDRESS <b>JALBERT WILSON INC 102 HALE ST HAVERHILL, MA 01830-3972</b>			IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED <b>06</b>	
			FEES REGISTRATION <b>45.00</b> TITLE <b>0.00</b> SPECIAL PLATES <b>50.00</b> SALES TAX <b>0.00</b> TOTAL <b>95.00</b>	
<b>MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION</b> The records of the RMV database constitute the official status of the vehicle registration.				

SPECIAL MESSAGE <b>IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.</b>	OWNER OF ADDRESS
	STREET ADDRESS
	CITY, STATE, ZIP CODE

## Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: [www.massrmv.com](http://www.massrmv.com) or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.

- Return the registration plates to the RMV immediately if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale*, *Title*, and completed *Reassignment of Title* for your records to document the transfer.
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## Be first in line by going online at [www.massrmv.com](http://www.massrmv.com)

- |                                 |                                  |
|---------------------------------|----------------------------------|
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| Renew Your Driver's License     | Request a Duplicate Registration |
| Renew Your Registration         | Change Your Address              |
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# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

RMV Division

PLATE TYPE <b>BUN</b>	REGISTRATION NUMBER <b>BU38752</b>	REGISTRATION TYPE <b>BUS</b>	EFFECTIVE DATE <b>07/01/15</b>	EXPIRES LAST DAY OF <b>06</b>	YEAR <b>17</b>	TRANSACTION NUMBER <b>02515569000108</b>										
APPROX MODEL YEAR <b>1996</b>	MAKE <b>CHAMP</b>	MODEL <b>CHAMP</b>	BODY STYLE TYPE <b>BUS</b>	COLOR <b>WHITE</b>	Not valid without official signature of Registrar											
VEHICLE IDENTIFICATION NUMBER <b>4S7ST9J00TC022651</b>		INSURANCE COMPANY <b>ALLMERICA FINANCIA</b>		TITLE NUMBER <b>BH899813</b>		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED. <b>23</b>										
RESIDENTIAL ADDRESS (IF DIFFERENT)  <b>JALBERT WILSON INC 102 HALE ST HAVERHILL, MA 01830-3972</b>					FEE <table border="0"><tr><td>REGISTRATION</td><td>46.00</td></tr><tr><td>TITLE</td><td>0.00</td></tr><tr><td>SPECIAL PLATES</td><td>0.00</td></tr><tr><td>SALES TAX</td><td>0.00</td></tr><tr><td><b>TOTAL</b></td><td><b>46.00</b></td></tr></table>		REGISTRATION	46.00	TITLE	0.00	SPECIAL PLATES	0.00	SALES TAX	0.00	<b>TOTAL</b>	<b>46.00</b>
REGISTRATION	46.00															
TITLE	0.00															
SPECIAL PLATES	0.00															
SALES TAX	0.00															
<b>TOTAL</b>	<b>46.00</b>															
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.																

SPECIAL MESSAGE <b>IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.</b>	CHANGE OF ADDRESS
	STREET ADDRESS
	CITY, STATE, ZIP CODE

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# CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

RMV Division

PLATE TYPE LVN	REGISTRATION NUMBER LV76658	REGISTRATION TYPE LIVERY	EFFECTIVE DATE 04/29/16	EXPIRES LAST DAY OF 08 17	TRANSACTION NUMBER 01612069000105
VEHICLE MODEL YEAR 2000	MAKE FORD	MODEL EXCURS	BODY STYLE/TYPE SUV	COLOR WHITE	Not valid without official signature of Registrar
VEHICLE IDENTIFICATION NUMBER LFMNU41S0YEC19083	INSURANCE COMPANY ALLMERICA FINANCIA	TITLE NUMBER BH035238	REGISTRAR <i>Chas C. Dwyer</i>		
RESIDENTIAL ADDRESS (IF DIFFERENT)			IF VEHICLE CARRYING PASSENGERS FOR HIRE, MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED. 14		
NAME(S) OF OWNER(S) AND MAILING ADDRESS JALBERT WILSON INC 102 HALE ST HAVERHILL, MA 01830-3972			FEES REGISTRATION 119.00 TITLE 0.00 SPECIAL PLATES 0.00 SALES TAX 0.00 TOTAL 119.00		
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.					

SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.	CHANGE OF ADDRESS STREET ADDRESS CITY, STATE, ZIP CODE
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- |                                 |                                  |
|---------------------------------|----------------------------------|
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Application Online!

VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS



13.1

# Haverhill

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

Date 11-30-16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: GEORGE CHAREST Signature: [Signature]  
Business Name: DAVIDOWICZ EXCAVATION  
Business Address: 47 Keyes Hill Rd (480 Boxford Rd Bradford MA) 01835  
City Pelham State NH Zip 03076  
Business Phone: 603 305 2925 Fax: \_\_\_\_\_

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL:

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

Fee 1000

Bonds on File: ✓

Approved ✓

Denied \_\_\_\_\_

[Signature]  
City Engineer

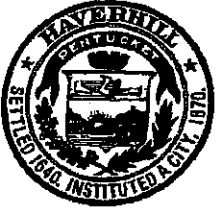
In Municipal Council, \_\_\_\_\_

20\_\_\_\_

Attest:

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

2016NOV30PM05:22HAY CITY CLERK



# Haverhill

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

Date 11/25/16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: Glenn Daigle Signature: Glenn Daigle  
Business Name: Rooter-Man  
Business Address: 46 Portland St  
City Lawrence State MA Zip 01843  
Business Phone: 978 688 1181 Fax: 978 688 6675

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL:

No. \_\_\_\_\_  
Fee 100  
Bonds on File: ✓

Approved ✓  
Denied \_\_\_\_\_

[Signature]  
City Engineer

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

Attest:

City Clerk



# Haverhill

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

Date 11-26-66

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: John Davidovic Signature: [Signature]

Business Name: DAVCO

Business Address: 1058 Boston Rd

City Wardhall State MA Zip 01835

Business Phone: 978-373-8888 Fax: JAY DAUVO@JAVIZON.NET


*Must Complete Additional Personal Information on Back*

NEW/RENEWAL:


No.

Fee \$100.

Bonds on File: 1

Approved 

Denied

  
City Engineer

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

**Attest:**

City Clerk

(See other side)

2016/04/29 PM 01:29 HPA CITY



13.4

# Haverhill

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

Date 12-5-16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: SCOTT FALCONER Signature: Scott Falconer

Business Name: J.T. O'BRIEN & SONS, INC.

Business Address: P.O. Box 540585 (5 Fern St.)

City WALTHAM State MA Zip 02454-0585

Business Phone: 781-884-2145 Fax: 781-884-4409

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL:

No.

Fee 100.00

Bonds on File: ✓

Approved ✓

Denied \_\_\_\_\_

[Signature]  
City Engineer

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

Attest:

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



# Haverhill

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

Date 11/18/16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: Frank E. Gibbs Signature: [Signature]

Business Name: Gibbs Construction, Inc

Business Address: 87 Smith Corner Road

City Newton State NH Zip 03858

Business Phone: 603-382-8249 Fax: 603-382-3249

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL: RENEWAL

No. 100

Fee 100

Bonds on File: ✓

Approved ✓

Denied       

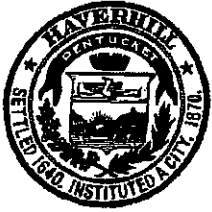
[Signature]  
City Engineer

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

Attest:

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

2016DEC01 09:10:49 AM CITYC



13.6

# Haverhill

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

Date 11-30-16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: Bill Hall Signature: [Signature]  
Business Name: Bill Hall Inc  
Business Address: 4 Yviriana St.  
City Methuen State MA Zip 01844  
Business Phone: 978 6893711 Fax: 978 6870563

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL: 2

No.

Fee 100.00

Bonds on File: ✓

Approved ✓

Denied       

[Signature]  
City Engineer

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

Attest:

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

(See other side)



# Haverhill

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

Date 11-25-16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR DRAINLAYER

Drainlayer's Name: William F. Hutton Signature: [Signature]  
Business Name: Hutton's General Constr. Inc  
Business Address: 107 Lowell St  
City Methuen State MA Zip 01844  
Business Phone: 978-685-2627 Fax: 978-685-2627

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL:

No. \_\_\_\_\_  
Fee 100.  
Bonds on File: ☒

Approved ☒  
Denied \_\_\_\_\_

[Signature]  
City Engineer

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

Attest:

City Clerk



13.8

# Haverhill

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

Date 12-8-2016

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: PATRICK T. KELLY Signature: Patrick T. Kelly  
Business Name: MARONEY CONSTRUCTION  
Business Address: 940 NORTH BROADWAY  
City HAVERHILL State MA Zip \_\_\_\_\_  
Business Phone: 603 765 2028 Fax: 978 420 4578

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL: RENEWAL

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

Fee 100.00

Bonds on File: \_\_\_\_\_

Approved ✓

Denied \_\_\_\_\_

[Signature]  
City Engineer

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

Attest:

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



13.9

# Haverhill

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

Date 11-21-16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: JAMES M. MAHONEY Signature: [Signature]  
Business Name: JAMES A. MAHONEY & SONS INC  
Business Address: 35 LIBERTY STREET  
City HAVERHILL State MA Zip 01832  
Business Phone: 978-372-0487 Fax: 978-372-0487

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL: RENEWAL

No. \_\_\_\_\_  
Fee 100  
Bonds on File: ✓

Approved ✓

Denied \_\_\_\_\_

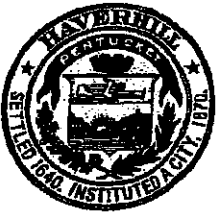
[Signature]  
City Engineer

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

Attest:

2016DEC01PM12PM04HVCITYC

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



# Haverhill

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

Date

12.10  
11/18/16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name:

Jeff Masterson

Signature:

Business Name:

J. Masterson Construction

Business Address:

46 Prince Street

City

Danvers

State

MA

Zip

01923

Business Phone:

978-774-8782

Fax:

978-750-8046

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL:

No.

Fee

Bonds on File:

Approved

Denied

City Engineer

In Municipal Council,

20

Attest:

City Clerk

(See other side)



13-11

# Haverhill

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

Date 11/20/16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: Michael Mazzotta Signature: [Signature]  
Business Name: ML Mazzotta Building + Excavation  
Business Address: 76 Homestead St  
City Haverhill State MA Zip 01830  
Business Phone: 978-360-3406 Fax: \_\_\_\_\_

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL [Initials]

No. \_\_\_\_\_  
Fee 100  
Bonds on File: [Initials]

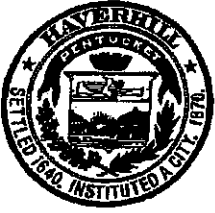
Approved [Initials]  
Denied \_\_\_\_\_

[Signature]  
City Engineer

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

Attest:

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



13-12

# Haverhill

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

Date 12/2/16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: WILLIAM T. SAWYER Signature: WTS

Business Name: ARCO EXCAVATORS, INC.

Business Address: 45 LITTLE RIVER ROAD  
KINGSTON, NH 03848

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone: 603-642-8910 Fax: 603-642-8910

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL: RENEWAL

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

Fee 100.-

Bonds on File: ✓

Approved ✓

Denied \_\_\_\_\_

[Signature]  
City Engineer

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

Attest:

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

2016 DEC 20 10:01 AM CITY CLERK



13.13

# Haverhill

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

Date 10/11/16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: John Sullivan Signature: [Signature]  
Business Name: Meninno Construction Co Inc.  
Business Address: 76 Oakville Street  
City Lynn State MA Zip 01905  
Business Phone: 781 581 5333 Fax: 781 593-2070

*Must Complete Additional Personal Information on Back*

## NEW/RENEWAL:

No. \_\_\_\_\_  
Fee 100  
Bonds on File: ✓

Approved ✓

Denied \_\_\_\_\_

[Signature]  
City Engineer

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

Attest:

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



13.14

# Haverhill

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

Date

12/9/16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name:

CARLOS FERREIRA

Signature:

Business Name:

TERRATEC CONSTRUCTION, INC.

Business Address:

321 WEST GROVE ST

City

MIDDLEBOROUGH

State

MA

Zip

02346

Business Phone:

508 481 8880

Fax:

508 302 6141

*Must Complete Additional Personal Information on Back*

NEW/RENEWAL:

No.

Fee

\$ 100

Bond on File:

☒

Approved

☒

Denied

☐

City Engineer

In Municipal Council,

20

Attest:

City Clerk

Hearing December 13 2016

107  
LAW OFFICES OF **ROSSI & ASSOCIATES, P.C.**

75 WILLIAMS STREET  
CHELSEA, MA 02150  
TEL. (617) 889-3366  
FAX. (617) 889-3389

October 11, 2016

Attn: Maria  
Clerks Office  
Haverhill City Hall  
4 Summer Street #118  
Haverhill, MA 01830

RE: 12,13,13.5 High Street Haverhill, MA  
Modification of Special Permit

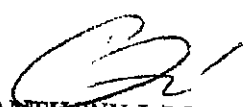
Maria:

Enclosed find stamped plans and floor plans of the 2 new proposed units and the proposed parking plan.

I also enclosed a check for \$250.00 for the fee to go before the City Council on a modification of already approved and acted upon special permit.

Please advise when I would need to appear before City Council at hearing.

Thank you.

  
ANTHONY J. ROSSI, ESQ

IN CITY COUNCIL: October 25 2016  
VOTED: that COUNCIL HEARING BE HELD DECEMBER 13 2016  
Attest:

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

LAW OFFICES OF **ROSSI & ASSOCIATES, P.C.**

75 WILLIAMS STREET  
CHELSEA, MA 02150  
TEL. (617) 889-3366  
FAX. (617) 889-3389

December 05, 2016

City of Haverhill  
Clerks Office  
Attn Maria  
4 Summer street  
Haverhill, MA 01830

VIA FACSIMILE 978 373 8490

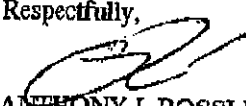
Re: 12-13-13.5 High Street Haverhill

Dear Madam Clerk:

I apologize but I can not make myself available on the scheduled hearing date as my wife and I are expecting our first baby on or before said date and I am respectfully requesting that the Board continue my hearing to December 20, 2016.

Thank you.

Respectfully,

  
ANTHONY J. ROSSI, ESQ



2016DEC16AM10:12HAY-C

# Haverhill

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

DATE: December 20, 2016

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

FROM: William Pillsbury, Economic Development and Planning Director

RE: **Modification to Special permit—13 High Street**

The applicant has requested a minor modification to the special permit to add 2 additional units to the property. The plans indicate that adequate parking is available. The plans also indicate that adequate space is available within the structure to accommodate the additional units.

The city departments reviewed the modification request, and no objections were received.

As Planning Director I recommend approval of the minor modification as presented.

Thank you for your attention to this matter.

**RECOMMENDATION: Approve the minor modification to the special permit as proposed.**



# Haverhill

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

December 9 2016

To: City Councillors

From: City Clerk's Office

Re: **Application-** Petition from Attorney Anthony Rossi for applicant Ronald T Romanowski requesting Hearing for *Modification of a Special Permit* previously granted for 13 High st; to add an additional 2 dwelling units on a previously approved 5 dwelling unit Multi-family dwelling; being Document 102/2014: Passed as Amended March 3 2015

**Project Reference** - Attorney Anthony Rossi for applicant Ronald T Romanowski

**Street Location** - 13 High st

**\*Public Hearing-Tuesday, December 13 2016**

Enclosed please find reports as received from the various Departments with respect to this Special Permit



# Haverhill

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

## REQUEST FOR COMMENT

TO: BOARD OF HEALTH CHAIRMAN & MEMBERS  
BUILDING INSPECTOR - Richard Osborne  
CITY ENGINEER - John Pettis  
CONSERVATION COMMISSION CHAIRMAN & MEMBERS  
HIGHWAY SUPERINTENDENT - Michael Stankovich  
PLANNING DIRECTOR - William Pillsbury  
WASTEWATER/WATER ENGINEER - Robert Ward  
FIRE DEPARTMENT - William Laliberty  
POLICE DEPARTMENT - Alan DeNaro  
SCHOOL SUPERINTENDENT - James Scully

FROM: CITY CLERK: Linda L Koutoulas  
DATE: November 21 2016

RE: **Application-** Petition from Attorney Anthony Rossi for applicant Ronald T Romanowski requesting Hearing for Modification of a Special Permit previously granted for 13 High st; to add an additional 2 dwelling units on a previously approved 5 dwelling unit Multi-family dwelling; being Document 102/2014: Passed as Amended March 3 2015

**Project Reference** - Attorney Anthony Rossi for applicant Ronald T Romanowski

**Street Location** -13 High st

*\*Please send reports to the City Clerk, Room 118  
by Monday, December 5 2016*

The public hearing of the City Council is  
scheduled for TUESDAY, December 13 2016



# Haverhill

Glenn F. Smith, Water Maintenance Supervisor  
Water/Wastewater Division  
Phone: 978-374-2368 Fax: 978-374-2441  
gsmith@haverhillwater.com

To: City of Haverhill City Clerk  
City Hall, Room 118  
4 Summer Street  
Haverhill MA 01830

Phone: (978) 374-2312  
Fax : (978) 373-8490

Re: # 13 HIGH STREET  
MAP-515, BLOCK-295, LOT-3

The Water Maintenance Department has the following comments:

- 1) The Water Service Application may have to be resubmitted to reflect any changes to the number of fixtures or the size requirements of the Fire Sprinkler System for the additional units.

If there are any questions please call the Water Maintenance Office.

Sincerely


Glenn F. Smith  
Water Maintenance Supervisor



# Haverhill

Economic Development and Planning  
Conservation Department  
Phone: 978-374-2334 Fax: 978-374-2366  
[rmoores@cityofhaverhill.com](mailto:rmoores@cityofhaverhill.com)  
[conservation@cityofhaverhill.com](mailto:conservation@cityofhaverhill.com)

MEMO TO: Linda L. Koutoulas, City Clerk

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

DATE: November 23, 2016

RE: Ronald T. Romanowski for 13 High Street  
Parcel ID: 515-295-3  
Special Permit – Multi-family Dwelling

The Conservation Commission has previously discussed similar proposals for this property. There do not appear to be any wetland resource areas associated with the property. Therefore, I offer no objections to this proposal on behalf of the Conservation Commission.



# Haverhill

Board of Health  
Inspection Services  
Building/Zoning  
Phone: 978-374-2325  
978-374-2341  
978-374-2338  
978-374-2430  
Fax: 978-374-2337  
bdufresne@cityofhaverhill.com

October 7, 2016

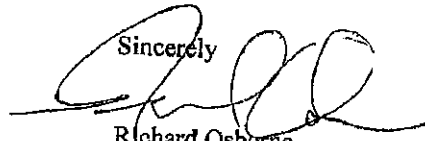
Ronald T. Romanowski  
7 Alfred Terrace  
Woburn, MA 01801

RE: 13 High Street, Haverhill, MA

Dear Mr. Romanowski:

You as the applicant applied for an additional 2 dwelling units on a previously approved 5 dwelling unit Multi-Family dwelling on 13 High Street, Haverhill, MA. This request cannot be approved by the Building Inspector at this time; it will require a modification to the Special Permit granted by City Council.

Sincerely



Richard Osborne  
Building Inspector

RO/ds  
C: Fae Holdings 465426R, LLC

LAW OFFICES OF **ROSSI & ASSOCIATES, P.C.**

75 WILLIAMS STREET  
CHELSEA, MA 02150  
TEL. (617) 889-3366  
FAX. (617) 889-3389

October 19, 2016

City of Haverhill  
Clerks Office  
Attn: Maria  
4 Summer Street  
Haverhill, MA 01830

VIA FACSIMILE 978 373 8490

Re: 12-13-13.5 High Street Haverhill  
Modification of Special Permit

Attn Clerks Office:

Please be advised that this office represents the applicant/petitioner who is appearing before the City Council on December 13, 2016 and as you are aware that is past the 65 day period for a hearing.

This letter shall serve as notice of waiving the 65 day period for hearing and request matter be heard on December 13, 2016.

Thank you.

  
ANTHONY J. ROSSI, ESQ

102

Attorney at Law  
211 South Main Street  
Bradford, MA 01835-7373  
Tel. (978) 373-5520  
Fax (978) 373-5262  
e-mail: faracilaw@aol.com

2014

Backup

September 12, 2014

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

Re: 13 High Street

Dear President Michitson:

I represent Kerri Fronduto, Trustee of 13 High Street Realty Trust, the owner of property at 13 High Street and a vacant lot across the street which was the subject of a Special Permit Application to convert the building into 7 residential units with parking on the vacant lot to be used in connection with the building. Both the dimensional aspects of the multi-family home use and for the parking had been approved through a variance.

I am re-submitting the proposal for the Special Permit with significant material changes.

(a) The request is for 6 residential units and (b) A plan has been drawn which designates 9 parking spaces on the vacant lot in a scheme which complies with zoning.

I am filing 19 sets of plans. I am also filing the required brief. The list of abutters would be the same as for the last hearing, but I am supplying a form for the Assessor's office to confirm that. For informational purposes, an application in the form used by the Planning Board is enclosed and it has been initialed by the assistant building inspector.

Because this application must be reviewed by the Planning Board as to the "repetitive petition" finding, I am hopeful that the council will refer this to Planning at its meeting on September 16. Copies of this application have been delivered to Planning this day in order to secure a place on their agenda for October 8.

The applicant waives the 65 day decision requirement.

IN CITY COUNCIL: September 16 2014  
REFER TO: PLANNING BOARD and  
VOTED: THAT COUNCIL HEARING BE HELD  
NOVEMBER 18 2014

Attest:

City Clerk

Very truly yours,

William S. Faraci

IN CITY COUNCIL: November 18 2014  
POSTPONE TO DECEMBER 9 2014

Attest:

City Clerk

IN CITY COUNCIL: December 9 2014  
POSTPONED TO DECEMBER 16 2014

Attest:

City Clerk

IN CITY COUNCIL: December 16 2014  
CONTINUED TO JANUARY 13 2015

Attest:

City Clerk

IN CITY COUNCIL: January 13 2015  
POSTPONE TO JANUARY 27 2015

Attest:

City Clerk (Assistant)

IN CITY COUNCIL: January 27 2015  
POSTPONED TO MARCH 3 2015

Attest:

Council Clerk

IN CITY COUNCIL: March 3 2015

ON MOTION OF COUNCILLOR MCGONAGLE TO  
AMEND PERMIT TO REDUCE UNITS TO "5"

MOTION PASSED and  
PASSED AS AMENDED

Attest:



Original  
2/9/5

CITY OF HAVERHILL, MASSACHUSETTS

**NOTICE OF DECISION**

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

KERRI FRONDUTO  
APPLICANT AND OWNER (IF DIFFERENT)

for property located at:

13 HIGH STREET and VACANT LOT ACROSS STREET  
SITE LOCATION, ASSESSOR'S MAP, BLOCK, PARCEL NUMBERS

which was filed with the City Clerk on MARCH 12, 2015 as signified by the City Clerk's date stamp.

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

DECEMBER 16, 2014 & MARCH 3, 2015  
DATE OF HEARING (CONTINUANCE IF APPLICABLE)

The Council voted to **GRANT** / ~~DEAL~~ said application.

Vote on Special Permit **WITH** / ~~WITHOUT~~ Conditions

PRESIDENT MICHITSON  
COUNCILLOR SCATAMACCHIA  
COUNCILLOR BARRETT  
COUNCILLOR MACEK  
COUNCILLOR RYAN  
COUNCILLOR SULLIVAN  
COUNCILLOR DALY O'BRIEN  
COUNCILLOR MCGONAGLE  
COUNCILLOR LEPAGE

	YES	NO	ABSTAIN
	X		
	X		
		X	
		X	
			X
	X		
	X		
	X		
	X		

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

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

March 15 2015

DATE

John A. Michitson  
CITY COUNCIL PRESIDENT

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

104

RECEIVED

2015 MAR 12 AM 9 48



SO. ESSEX #328 BK:34387 Pg:125  
09/21/2015 01:48 PM DCSN Pg 1/5  
eRecorded

2015

CITY CLERK'S OFFICE, CITY OF HAVERHILL, MASSACHUSETTS  
HAVERHILL, MA

CERTIFICATION OF DECISION

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

Kerri Fronduto of 13 High st Realty Trust

APPLICANT AND OWNER (IF DIFFERENT)

for a special permit to:

Repetitive petition to build 5 residential units and have 9 parking spaces

Assessor's Map 515, Block 295, 3 Bldg lot No 515-297-13  
at: Residential units at 13 High st and parking spaces on the vacant lot

STREET NAME AND NUMBER

has been filed with this office on:

March 12 2015

DATE OF FILING

and that

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

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

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

September 16 2015

DATE

  
LINDA L. KOUTOULAS, CITY CLERK

103

2015

**REASON FOR VOTE - DOCUMENT #102/2014**

**Special Permit - 13 High Street Realty Trust and Vacant Lot across the street consisting of 5 residential units and 9 parking spaces on the vacant lot**

In granting the special permit, those members voting in favor found that the application fulfills all of the general conditions contained in Chapter 255-94 and Chapter 255-80 (as applicable) of the Haverhill Zoning Ordinance.

President Michitson: I voted in favor because it complies with all requirements.

Councillor Scatamacchia: I voted in favor of the permit because it would be a benefit to the neighborhood.

Councillor Barrett: I feel the construction on High Street will not have a positive impact on the area. I don't believe it provides adequately for traffic. Parking is across the street at the widest part of the road near a busy intersection.

Councillor Macek: I did not feel that the project would be beneficial to helping to re-establish the area, nor did I feel that the proposal was designed properly in respect to health and safety standards.

Councillor Sullivan: I voted for the 13 High Street special permit because I felt that the complete restoration of this site for 5 apartment units would add badly needed decent housing in this area and perhaps serve as a catalyst for more improvements to the High Street neighborhood.

Councillor Daly O'Brien: I voted for the special permit on High Street because it is a re-utilization of a vacant property and a substantial investment in an area of Haverhill that needs revitalization.

Councillor McGonagle: I voted in favor of the special permit based upon the recommendation of the Economic Development Director and the benefit to the area that a new apartment will bring.

Councillor LePage: I voted in favor of this special permit application, with the proposed conditions and stipulations conferred by city department and the Council (5 living units) as it provides sufficiently for traffic, public safety and other utility considerations.

105

HIGH STREET

PROPERTY LINE 65.

PROPERTY LINE 43.66'

1 UNIT 1	3 UNIT 2 9'-0" 18'-0"	5 UNIT 3	7 UNIT 4
2 UNIT 1	4 UNIT 2	6 UNIT 3	8 UNIT 4

PROPERTY LINE

50'

50'

9 UNIT 5	11 UNIT 6	13 UNIT 7
-------------	--------------	--------------

10 UNIT 5	12 UNIT 6	14 UNIT 7
--------------	--------------	--------------

PROPERTY LINE 39.50'

5.00' ,  
65.00



1  
A1  
**PROPOSED PARKING PLAN 'A'**  
1/8" = 1'-0"

**PAUL R. LESSARD**  
REGISTERED ARCHITECT

18 LEAVITT ST. SALEM, MA 01970 (978) 210-1960

DATE: 6/28/2016  
SCALE: AS NOTED

13 HIGH ST. REALTY TRUST  
13 HIGH ST.  
HAVERHILL, MASSACHUSETTS

DRAWING:

DWG NO.

**A1**



1412

# Haverhill

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

December 16, 2016

To: John A. Michitson, President  
and Members of the City Council

From: Robert E. Ward *REW*  
Deputy DPW Director

Subject: Water Treatment Plant Upgrade  
Application for a Special Permit As Required by the Watershed Protection Overlay  
District Ordinance and §255-90 of the City Code

On behalf of the City of Haverhill Water Division we respectfully submit this request for a special permit from the City Council for construction of improvements to the City's existing Water Treatment Plant. A special permit is required pursuant to §255-19D(3)(a)[5] and §255-90 of the City Code for any building, structure, land-disturbing activity or excavation within 500 feet of the mean high water elevation of any of the City's drinking water reservoirs.

The project includes upgrades to the entire treatment process and building systems and will be accomplished substantially within the existing building footprint. The project also includes site improvements and modifications to the site drainage system. Enclosed is a set of plans showing the general notes, site layout, outside piping plan, grading plan, and relevant details.

The purpose of §255-19 is to protect the city's drinking water by regulating uses and development in the water supply recharge areas. Permitted uses are defined in §255-19D(1) which includes an exception for projects located within 500 feet of the reservoir. The water treatment plant project would be a permitted use (not requiring a special permit) if it were outside the 500 foot boundary.

The purpose of §255-90 is also to protect the City's public water supplies and requires a review and recommendation from the Conservation Committee before the City Council can vote on the application for the special permit. Enclosed is a copy of the memo from Robert Moore describing the Commissions actions and the Order of Conditions related to their approval of the project.

The Conservation Commission's Order includes extensive measures to protect Kenoza Lake during construction and in perpetuity after construction. Special Condition No. 22 of the Order of Conditions requires that work on the project shall be performed in accordance with §255-19 Watershed Protection Overlay District Ordinance.

Based on the comprehensive review by the Conservation Commission, the measures required in the Order of Conditions and design plan modifications required by the Commission we believe the project, as it is currently designed, provides a level of protection for Kenoza Lake that meets or exceeds the purpose and intent of §255-19 and §255-90.

2016DEC16am1028HAY CITY

In addition to the special permit and approval by the Conservation Commission this project requires approval from the City's Site Plan Review Committee. This group of representatives from various city departments also reviews projects to ensure protection of the city's water supply reservoirs. The site plan review is the final step in the process and requires approval of the special permit before the Building Inspector can issue a foundation or building permit.

I will be attending the City Council meeting to answer questions. If you need additional information, please call me at (978) 374-2383.

Enclosure(s)

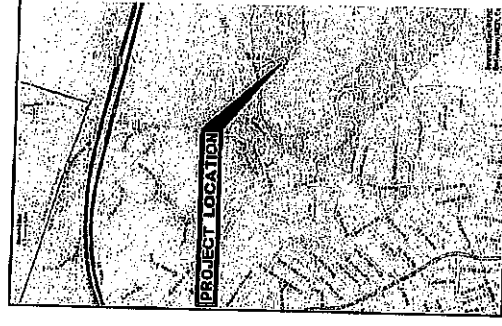
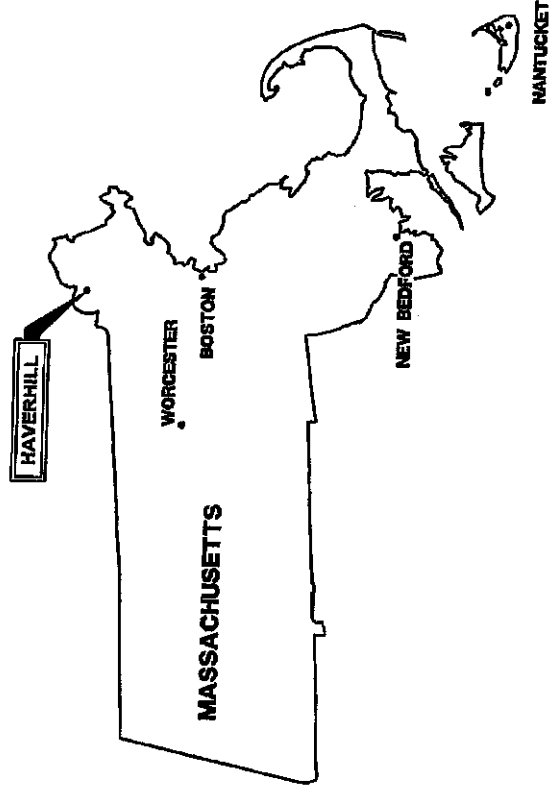
Cc: The Honorable James J. Fiorentini  
Mayor of Haverhill  
William D. Cox, Jr., City Solicitor  
Michael Stankovich, Director of Public Works  
John D'Aoust, WTP Plant Manager  
Robert E. Moore, Environmental Health Technician

2018DEC16AM10:28:44NYCITYC

CONTRACT DRAWINGS FOR  
**WATER TREATMENT PLANT UPGRADES**

OCTOBER 2016

DWSRF NO. 4074



LOCATION PLAI  
MS



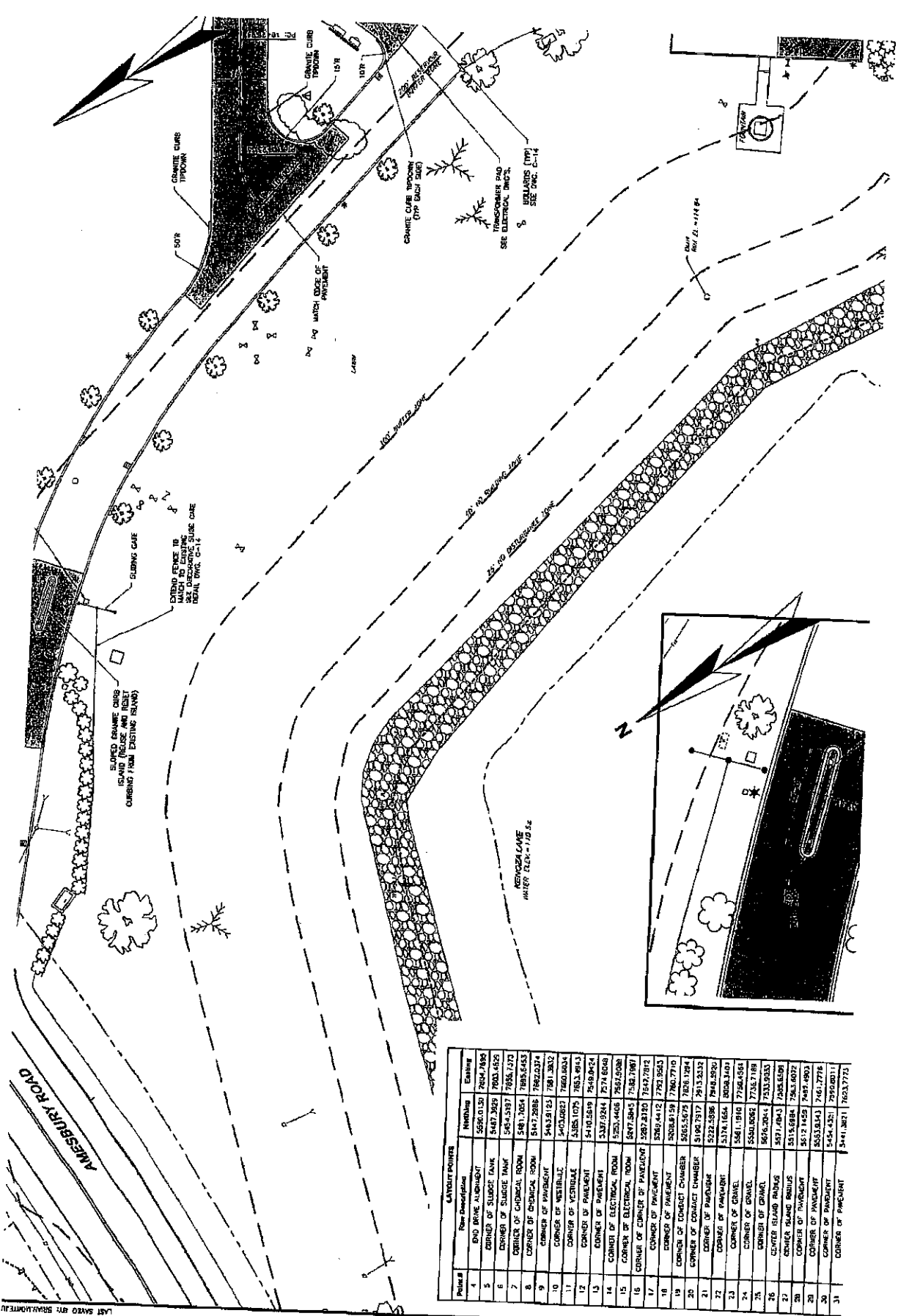
**WRIGHT-PIERCE** 

3. ALL EXISTING SERVICES, EXCEPT RAIN WATER DRAINAGE, SHALL REMAIN UNDISTURBED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE. ANY EXISTING SERVICES, EXCEPT RAIN WATER DRAINAGE, WHICH ARE TO BE REMOVED OR DISCONTINUED DURING CONSTRUCTION ARE TO BE REPAIRED BY THE CONTRACTOR AT HIS OWN ADDITIONAL COST TO THE OWNER, EXCEPT WHEN IT IS NOT CONSIDERED THAT THE NEW PAVING OR ROAD CONSTRUCTION WILL BE ADEQUATE TO PROTECT THE EXISTING SERVICES. ADDITIONAL TEST PITS SHALL BE LOCATED THROUGHOUT THE PROJECT TO DETERMINE THE DEPTH AND LOCATION OF EXISTING SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES.
4. ALL POWER, TELEPHONE AND CABLES SHALL BE TO BE REMOVED AND/OR REROUTED FROM SERVICE SHALL BE DISCONTINUED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES.
5. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES.
6. THE CONTRACTOR SHALL MAINTAIN AND MAINTAIN TRAFFIC CONTROL SIGNS IN ACCORDANCE WITH UNITED REQUIREMENTS.
7. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC FLOW ON THE SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC FLOW ON THE SITE AT ALL TIMES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE PERMITS LISTED IN THE SUPPLEMENTARY SPECIFICATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE PERMITS LISTED IN THE SUPPLEMENTARY SPECIFICATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE PERMITS LISTED IN THE SUPPLEMENTARY SPECIFICATIONS.
9. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, IF ANY, AND FOR THE PROTECTION OF EXISTING SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES.
10. ALL TEST PITS SHALL BE COVERED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES.
12. THE CONTRACTOR SHALL PROVIDE PROPER EROSION CONTROL AND DRAINAGE MEASURES IN ALL AREAS OF WORK, AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES.
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25. THE CONTRACTOR SHALL PROVIDE PROPER EROSION CONTROL AND DRAINAGE MEASURES IN ALL AREAS OF WORK, AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SERVICES AND FOR THE PROTECTION OF EXISTING SERVICES.

## SITE LAYOUT NOTES

- THE LOCATION AND LIMIT OF ALL ON SITE WORK AND STORAGE AREAS SHALL BE REVIEWED AND COORDINATED WITH, AND ACCESSIBLE TO, THE OWNER AND CONTRACTOR. THE CONTRACTOR SHALL LIMIT ITS ACTIVITIES TO THESE AREAS.
- BELL-AND LOUISIANAS ARE APPROPRIATE COORDINATE LOCATIONS WITH THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT OF ALL PROPOSED WORK AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL PROVIDE A SUFFICIENT ELECTRONIC DATA FOR HORIZONTAL CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THIS CONTROL THROUGHOUT THE PROJECT.
- DON'T COPY CHANGES FROM SURVEYING OFFICE NOTES.
- TOPOGRAPHY BASED ON SURVEYING DATA WILL BE PROVIDED BY THE ENGINEER AND IT MUST BE USED. THE CONTRACTOR IS OBLIGATED TO USE THE TOPOGRAPHY AND COORDINATE SYSTEMS IN THE PLANS. REVERT ANY CHANGES IMMEDIATELY TO THE BUREAU.
- PLACE CRUSHED STONE MOWING STRIP AROUND THOSE STRUCTURES AS INDICATED ON THE LANDSCAPE DRAWMAN. SEE CIVIL PLANS.
- PARKING SPACES SHALL BE 10' WIDE X 18' LONG PER REGULAR SPACE. SEE CIVIL DETAILS FOR LOCUS OF PARKING SPACES.

[illegible]

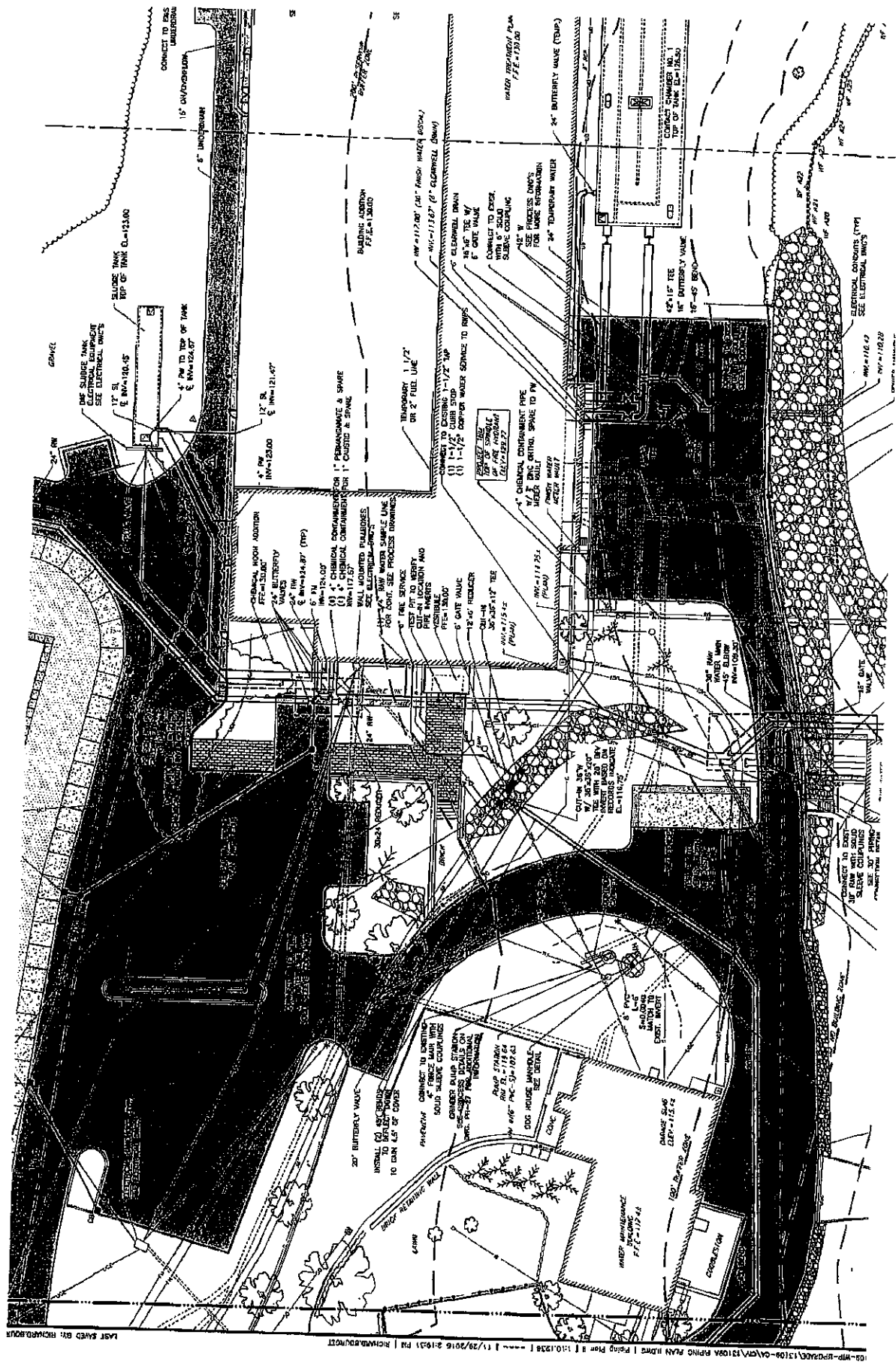


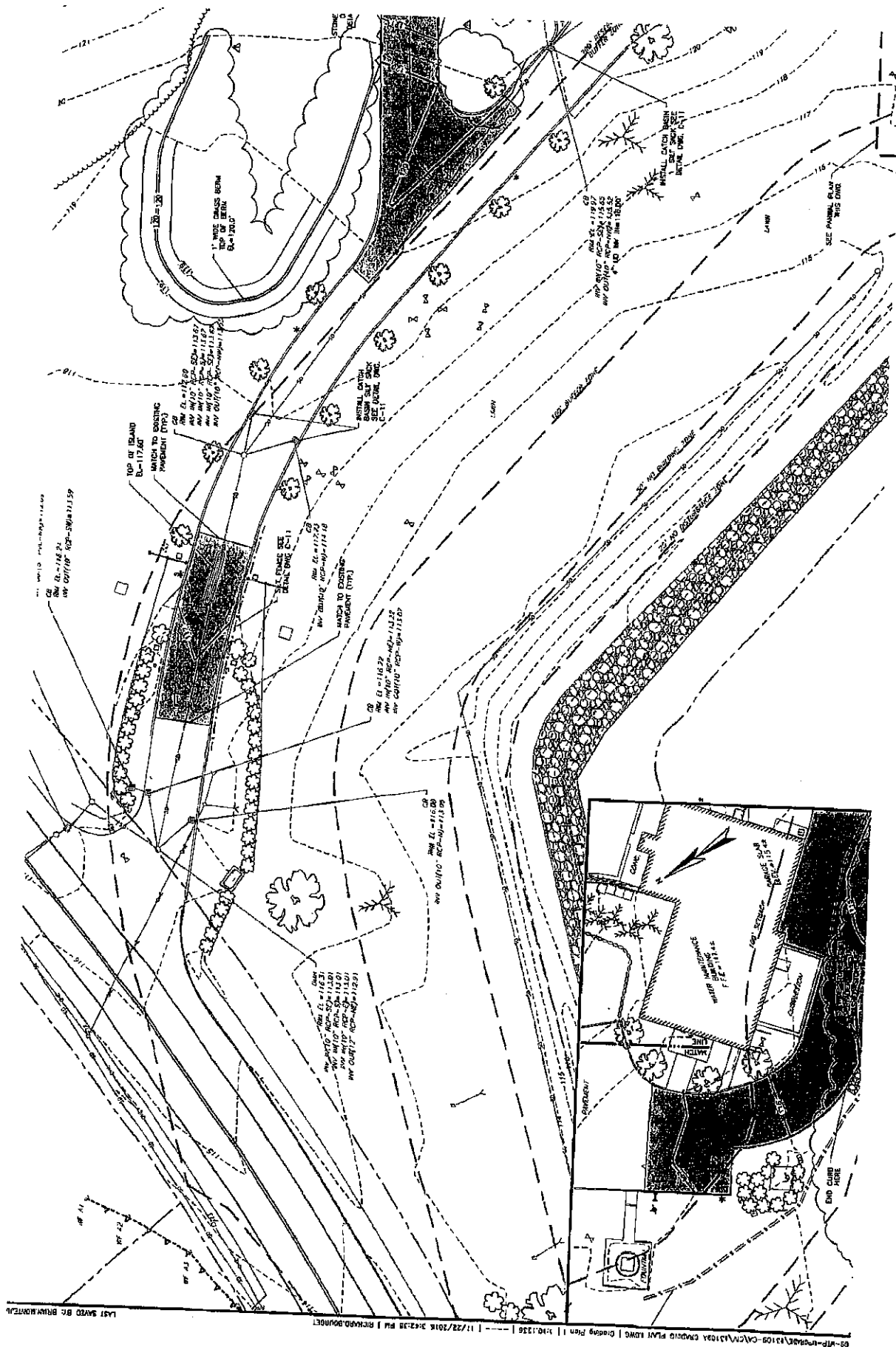
BR-WP-1000005/13109-CALPINE/INSIDE PLAN LOWE | Site Plan | 11/10/2015 | 11/22/2015 3:38:47 PM | RICHARD BOWEN

LAST SAVE BY: RICHARD BOWEN

Point #	Raw Description	Method	Easting
4	END DRIVE ALIGNMENT	5620.01327	7804.7895
5	CORNER OF SLUDGE TANK	5487.3029	7803.4525
6	CORNER OF SLUDGE TANK	5487.3387	7803.4373
7	CORNER OF CHEMICAL ROOM	5487.3054	7803.6453
8	CORNER OF CHEMICAL ROOM	5487.2886	7802.037
9	CORNER OF VESTIBULE	5483.8153	7801.3832
10	CORNER OF VESTIBULE	5483.8827	7800.8024
11	CORNER OF VESTIBULE	5485.1075	7803.8913
12	CORNER OF VESTIBULE	5410.5819	7549.8424
13	CORNER OF PAVEMENT	5337.9244	7574.8049
14	CORNER OF PAVEMENT	5353.4405	7562.008
15	CORNER OF ELECTRICAL ROOM	5447.5945	7582.7987
16	CORNER OF ELECTRICAL ROOM	5387.2370	7542.7812
17	CORNER OF PAVEMENT	5387.4412	7593.9543
18	CORNER OF PAVEMENT	5388.8159	7860.7710
19	CORNER OF CONTACT CHAMBER	5355.5674	7826.1394
20	CORNER OF CONTACT CHAMBER	5190.3317	7913.5133
21	CORNER OF PAVEMENT	5322.5386	7848.8792
22	CORNER OF PAVEMENT	5378.1664	7803.3403
23	CORNER OF GRAVEL	5481.1916	7758.4554
24	CORNER OF GRAVEL	5500.8062	7733.9033
25	CORNER OF GRAVEL	5500.8062	7733.9033
26	CORNER OF GRAVEL	5500.8062	7733.9033
27	CORNER ISLAND RADIUS	5597.4843	7805.6509
28	CORNER ISLAND RADIUS	5515.6884	7866.4032
29	CORNER OF PAVEMENT	5612.1429	7493.4893
30	CORNER OF PAVEMENT	5653.8343	7460.2775
31	CORNER OF PAVEMENT	5445.4321	7590.0111
32	CORNER OF PAVEMENT	5441.3821	7603.7732

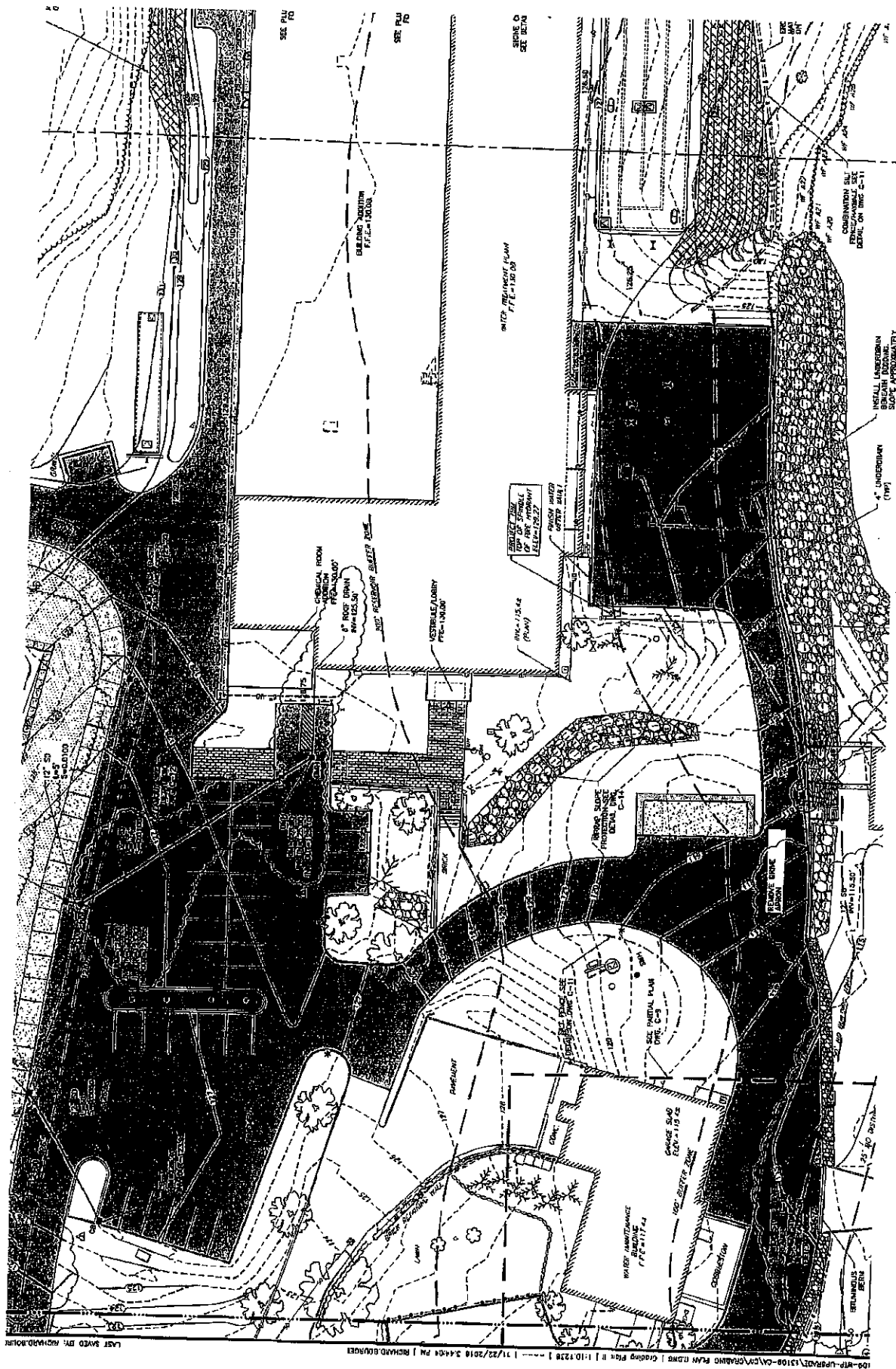






LAST SAID BY: BRUCE MORRIS

US-WFO-INDWG/13109-CALCM/13109A EMPLOYE PLAN 10WG | Grading Plan 1 | 1/10/1356 | 11/22/2016 3:42:35 PM | RICHARD BOUNDET



LAST SAVED BY: RICHARD B. BROWN

100-WP-UPR-15108-CAD/CORR/AMMO PLAN (100) | 11/22/2018 3:44PM | RICHARD B. BROWN





# Haverhill

Economic Development and Planning

Conservation Department

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

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

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

2016 DEC 16 AM 10:18

MEMO TO: John D'Aoust, Water Treatment Plant Manager  
FROM: Robert E. Moore, Jr., Environmental Health Technician  
DATE: November 29, 2016  
RE: Conservation Commission Report - Haverhill City Code §255-90, Building Near Water Supply  
City of Haverhill Water Division for 131 Amesbury Road  
Water Treatment Plant Comprehensive Upgrades

The Conservation Commission received your Notice of Intent application for the subject project on October 13, 2016. This project includes the construction of a treatment plant addition, permanganate/chlorine room, subsurface contact chamber, subsurface sludge tank, electrical building, new parking lot, new materials storage area, improved site access, improved stormwater management Best Management Practices ("BMPs"), and other appurtenant features.

The Commission conducted its public hearing for this project during its October 27<sup>th</sup> and November 17<sup>th</sup> meetings. At the November 17<sup>th</sup> meeting, the Commission closed the public hearing and voted 5-0 to approve this project with conditions. On November 22<sup>nd</sup>, the Commission issued the Order of Conditions approving this project under the MA Wetlands Protection Act and the City's wetlands protection ordinance.

Copies of this communication and the Order should be provided to the City Council as part of your special permit application to document the Commission's actions, recommendations, and approval on this matter.

C (via email): Robert Ward, Deputy DPW Director, Water/Wastewater Divisions



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
33-1404  
MassDEP File #  
eDEP Transaction #  
Haverhill  
City/Town

2013011901029447-CITY

**A. General Information**

Please note:  
this form has  
been modified  
with added  
space to  
accommodate  
the Registry  
of Deeds  
Requirements

1. From: Haverhill  
Conservation Commission
2. This issuance is for  
(check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:

John  
a. First Name  
City of Haverhill Water Division  
c. Organization  
131 Amesbury Road  
d. Mailing Address  
Haverhill  
e. City/Town  
MA  
f. State  
01830-2801  
g. Zip Code

4. Property Owner (if different from applicant):

a. First Name  
b. Last Name  
c. Organization  
d. Mailing Address  
e. City/Town  
f. State  
g. Zip Code

5. Project Location:

131 Amesbury Road  
a. Street Address  
Parcel IDs: 465-2-1 & 466-185-14  
c. Assessors Map/Plat Number  
Haverhill  
b. City/Town  
d. Parcel/Lot Number  
Latitude and Longitude, if known: N 42d 47m 36s  
d. Latitude  
W 71d 03m 35s  
e. Longitude

Important:  
When filling  
out forms on  
the  
computer,  
use only the  
tab key to  
move your  
cursor - do  
not use the  
return key.





Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
33-1404

MassDEP File #

eDEP Transaction #

Haverhill

City/Town

**A. General Information (cont.)**

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):  
Southern Essex District
- a. County \_\_\_\_\_ b. Certificate Number (if registered land) \_\_\_\_\_
- c. Book \_\_\_\_\_ d. Page \_\_\_\_\_
7. Dates: October 13, 2016 November 17, 2016 November 22, 2016  
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):  
See Attachment "A", "Special Conditions", Incorporated herein and made part of this Order of Conditions.
- b. Prepared By \_\_\_\_\_ c. Signed and Stamped by \_\_\_\_\_
- d. Final Revision Date \_\_\_\_\_ e. Scale \_\_\_\_\_
- f. Additional Plan or Document Title \_\_\_\_\_ g. Date \_\_\_\_\_

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- a. ☒ Public Water Supply b. ☒ Land Containing Shellfish c. ☒ Prevention of Pollution
- d. ☒ Private Water Supply e. ☒ Fisheries f. ☒ Protection of Wildlife Habitat
- g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
33-1404

MassDEP File #

eDEP Transaction #

Haverhill

City/Town

**B. Findings (cont.)**

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 12  
a. linear feet

**Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	e. c/y dredged 2800 temporary	f. c/y dredged 2800 temporary b. square feet	2800 c. square feet	2800 d. square feet
Cubic Feet Flood Storage	0 e. cubic feet	0 f. cubic feet	0 g. cubic feet	0 h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
33-1404

MassDEP File #

sDEP Transaction #

Haverhill

City/Town

**B. Findings (cont.)**

**Coastal Resource Area Impacts:** Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. cu yd nourishment	d. cu yd nourishment
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. cu yd nourishment	d. cu yd nourishment
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	a. square feet	b. square feet	c. square feet	d. square feet
	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or Inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

33-1404

MassDEP File #

eDEP Transaction #

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**B. Findings (cont.)**

\* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. ☐ Restoration/Enhancement \*:

a. square feet of BVW

b. square feet of salt marsh

24. ☐ Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. The work is a maintenance dredging project as provided for in the Act; or
  - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
  - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on November 22, 2019, unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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**C. General Conditions Under Massachusetts Wetlands Protection Act**

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,  
"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
"File Number      33-1404      "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1) ☒ is subject to the Massachusetts Stormwater Standards
  - (2) ☐ is NOT subject to the Massachusetts Stormwater Standards

**If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
  - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
  - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

g) The responsible party shall:

1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.

i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.

j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.

k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.

l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

**See Attachment "A", "Special Conditions", incorporated herein and made part of this Order of Conditions.**

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No
2. The Haverhill hereby finds (check one that applies):  
Conservation Commission

- a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b. ☒ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

An Ordinance to Protect the Wetlands, Related Water Resources and  
Adjoining Land Areas

Chapter 253

2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

See Attachment "A", "Special Conditions", incorporated herein and made part of this Order of Conditions.



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### E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

November 22, 2016

1. Date of Issuance

five

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

*Madeline Moroney*  
*Curtis Quinlan*

*Tom Wyke*  
*Brend Baeslach*

*[Signature]*

☒ by hand delivery on

November 22, 2016

Date

☐ by certified mail, return receipt requested, on

Date

### F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



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**G. Recording Information**

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Haverhill

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Haverhill

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

131 Amesbury Road

Parcel IDs: 465-2-1 & 466-185-14

33-1404

MassDEP File Number

Has been recorded at the Registry of Deeds of:

Southern Essex District

County

Book

Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



# Haverhill

Economic Development and Planning  
Conservation Department  
Phone: 978-374-2334 Fax: 978-374-2366  
[moore@cityofhaverhill.com](mailto:moore@cityofhaverhill.com)  
[conservation@cityofhaverhill.com](mailto:conservation@cityofhaverhill.com)

## ATTACHMENT A: SPECIAL CONDITIONS

**MassDEP FILE #33-1404**

**ISSUING AUTHORITY:** Haverhill Conservation Commission ("HCC")

**APPLICANT:** City of Haverhill Water Division

**PROJECT LOCATION:** 131 Amesbury Road -Parcel IDs: 465-2-1 & 466-185-14

### PROJECT DESCRIPTION

The Applicant proposes comprehensive upgrades to its existing water treatment facility. The project includes the construction of a treatment plant addition, permanganate/chlorine room, subsurface contact chamber, subsurface sludge tank, electrical building, new parking lot, new materials storage area, improved site access, improved stormwater management Best Management Practices ("BMPs"), and other appurtenant features.

### RESOURCE AREA FINDINGS

The Haverhill Conservation Commission finds this site to contain, at a minimum, the following resource areas: bank and bordering land subject to flooding associated with Kenoza Lake, the City's primary potable water supply. There is a bordering vegetated wetland located within the woods east of the existing facility, nearly 100' from the eastern limit of work. Lastly, under local ordinance, the buffer zone from the lake's bank is extended from 100' out to 200'.

### EXPIRATION DATE

Unless extended, this Order of Conditions ("OOC") will expire November 22, 2019.

### PLANS AND DOCUMENTS

Work on this project site shall be performed according to the following listed plans and documents on file with the HCC. Should any conflicts be found to exist between these plans and documents and the conditions of this OOC, the HCC shall be contacted for a clarification.

- a) "Contract Drawings for Water Treatment Plant Upgrades" (16 Sheets, including Cover Sheet), site plan prepared by Wright-Pierce (40 Shattuck Road, Suite 305, Andover, MA 01810), plan set dated October 2016, with Sheets C-9 & C-12 dated revised November 14, 2016 and Sheets C-5, C-6, & C-10 dated revised November 15, 2016;
- b) "Stormwater Operation and Maintenance Plan and Long Term Pollution Prevention Plan" (13 Pages, including Cover Page), document prepared by Wright-Pierce, dated November 2016 (received 11.15.16); and
- c) "Stormwater Management Plan", document prepared by Wright-Pierce, dated revised November 14, 2016.

City Hall Room 300 • 4 Summer Street • Haverhill, MA 01830 • [www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

Pursuant to the Massachusetts Wetlands Protection Act (M.G.L. Chapter 131, Section 40), its Regulations (310 CMR 10.00), and Haverhill City Code Chapter 253 ("An Ordinance to Protect the Wetlands, Related Water Resources and Adjoining Land Areas"), the Commission orders that all work shall be performed in accordance with the following additional, special conditions:

#### GENERAL CONSTRUCTION

21. The HCC may designate one or more Conservation Department Officials as its agent ("HCC Official"), with full powers to act on its behalf in administering and enforcing this OOC.
22. Work on this project shall be performed in accordance with Haverhill Municipal Ordinances Chapter 253 – "An Ordinance to Protect the Wetlands, Related Water Resources, and Adjoining Land Areas" and Chapter 255, Section 18.1 – "Watershed Protection Overlay District Ordinance".
23. In accordance with Haverhill Municipal Ordinance Chapter 253, there shall be no activities allowed within 35' of the delineated wetland resource areas and no building construction within 75' of these same areas, except as shown on the approved plans referenced above.
24. All wetland resource areas shall be visibly flagged and/or staked every 25 feet along the resource area boundaries in order to assure that no intrusion into these areas occur. Flagging and staking used to identify wetland resource areas shall be of a color different from any others used on the site and shall be maintained until the work is complete.
25. The rows of erosion control devices, as shown on the site plan, shall also act as a limit of site activity.
26. The MassDEP File Number sign shall not be attached to a live tree.
27. Any changes proposed under this OOC might require the Applicant to file a "Request for a Modification to the Order of Conditions" with the HCC.
28. While all activities regulated by this Order are being performed and during the construction phase of this project, an on-site foreman, directing engineer, or designated construction manager, shall have a copy of this permit and its associated plans and documents at the site, familiarize him or herself with the conditions of this permit, and adhere to such conditions. This OOC shall be made part of all construction-related documents for this project. All contractors working at the site shall be made aware of the provisions contained within this OOC and adhere to them.
29. The Applicant shall secure an Environmental Monitor ("EM") for this project. The EM shall be, at a minimum, a professional with experiences in Resource Area Protection; Erosion, Sedimentation, and Pollution Prevention; and Stormwater Management. The EM shall have, at a minimum, a working knowledge of botany, hydrology, and general construction practices. The Applicant may designate the EM as responsible for fulfilling the requirements of the Pollution Prevention and Erosion and Sedimentation Control ("PPESC") Monitor under this OOC. Otherwise, the EM shall establish an appropriate working relationship with the PPESC Monitor to ensure the project's complete compliance with this OOC. The Applicant shall give the EM authority to stop construction for PPESC purposes.
  - a) On the Monday of every week throughout the life of this project, the EM shall provide the HCC with a status report of the project. This report shall indicate the functions of the PPESC devices and any need

for maintenance, replacement, augmentation, emergency placement, and any other corrective action of PPESC devices; the activities completed the previous week; and the activities planned for the current week. The report shall also mention any deviations from the previous week's report and any environmental mitigation measures that have been undertaken. The report shall include representative photographs of deviations, needed repairs, and on-going work. The frequency of this reporting may be altered as site conditions warrant, upon concurrence between the HCC and the EM.

- b) In addition to this reporting, the EM shall be responsible for all inspections and reporting as outlined in this OOC and the referenced plans and documents pertaining to Resource Area Activities; Erosion, Sedimentation, and Pollution Prevention; and Stormwater Management. The EM shall be on site as necessary to ensure proper implementation of the conditions of this OOC and the work outlined in the referenced plans and documents.

### CONSTRUCTION SEQUENCING

30. Prior to the commencement of work, the Applicant shall provide the HCC with a final, signed and stamped set of 100% Construction Plans to be used for the project. This submittal shall be made in an electronic form found acceptable to an HCC Official.
31. A minimum of two (2) business days in advance, the Applicant shall provide the HCC with written notification of the commencement of work on site. At this time the Applicant shall also supply the HCC with a list of names, addresses, and emergency phone numbers (including evenings and weekends) for those parties responsible for compliance with this OOC on the site, including the Environmental Monitor and the Pollution Prevention and Erosion and Sedimentation Control Monitor.
32. Prior to the commencement of work on this site, the Applicant shall provide the HCC with a final, proposed Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan. This Plan shall be prepared in accordance with the Stormwater Management Standards and shall, at a minimum, include the following information:
- a) Narrative;
  - b) Construction Period Operation and Maintenance Plan;
  - c) Names of Persons or Entity Responsible for Plan Compliance;
  - d) Construction Period Pollution Prevention Measures;
  - e) Erosion and Sedimentation Control Plan Drawings;
  - f) Detail drawings and specifications for erosion control BMPs, including sizing calculations;
  - g) Vegetation Planning;
  - h) Site Development Plan;
  - i) Construction Sequencing Plan;
  - j) Specific sequencing for the construction of the wetland and stream crossing and replication area;
  - k) Sequencing of Erosion and Sedimentation Controls;
  - l) Operation and Maintenance of Erosion and Sedimentation Controls;
  - m) Inspection Schedule;
  - n) Maintenance Schedule; and
  - o) Inspection and Maintenance Log Form.

This Plan shall be subject to the review and comment of an HCC Official prior to implementation. Should any conflicts arise between this Plan and the conditions of this OOC, the HCC shall be requested to provide clarification.

33. Prior to the commencement of work on this site, the Applicant shall provide the HCC with proof of filing and EPA activation of a "Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY Under a NPDES General Permit" with the United States Environmental Protection Agency (EPA) under the National Pollutant Discharge Elimination System ("NPDES") Program. Provided with this proof shall be a copy of the Storm Water Pollution Prevention Plan ("SWPPP") prepared for this project. These submittals shall be made in an electronic form found acceptable to an HCC Official.
34. Prior to the commencement of work on this site, the Applicant shall schedule a pre-construction meeting with the site contractor, the Applicant's engineers/consultants, the EM, the PPESC Monitor, and the HCC. The purpose of the meeting is to review this OOC and resolve any outstanding issues at that time.
35. The Applicant shall ensure that no invasive plant species, as defined and listed by the Massachusetts Invasive Plant Advisory Group, are introduced to or moved around the site by construction activities, including importation of infected materials such as borrow, compost, nursery stock, seed, or hay bales. Corrective measures, if necessary, shall be made by the Applicant as directed by the EM. Corrective measures shall be implemented for as long as necessary to eliminate the introduced invasive plant species and prevent re-establishment of same. The Applicant shall satisfactorily dispose of all cleared, invasive plant material (seeds, roots, woody vegetation, associated soils, etc.). The Applicant shall take measures to prevent viable, invasive plant materials from leading to further infestations while stockpiled, in transit, or at final disposal locations. All precautions shall be taken to avoid contamination of natural landscapes with invasive plants or invasive plant material.

Prior to the commencement of work on site, the EM shall survey this site for the presence of invasive plant species within the approved limits of work. If found, the EM shall provide the HCC with a written Invasive Plant Management Strategy ("IPMS") proposal and schedule of control. The IPMS is critical for identifying pre-construction conditions, as well as strategies for minimizing import or spread of invasive plants. All materials and methods proposed shall be consistent with the conditions of this OOC. The IPMS shall include, but not be limited to, the following:

- a) Description of treatment areas, including identification of targeted invasive plant species, locations, approximate size of areas, and digital photos with time/date stamp.
- b) Delineation of treatment areas with polygons outlining their perimeter or locations of individual plants. A free-hand sketch drawn on construction plans or an aerial photo can be used to show locations.
- c) Proposed methods of treatment for each species or area, such as manual removal, cutting, or herbicides.
  - i. If herbicides are proposed, the IPMS shall include the product label, including application methods and rates for each. MSDS information shall also be provided for each herbicide.
- d) Proposed time of treatment based on target plant species and construction schedule.
- e) Method for disposing of invasive plant materials.
- f) General monitoring schedule.
- g) Preliminary re-treatment schedule. Re-treatment shall be based on assessment of initial results and time of year.
- h) Proposed performance metrics, or measure of treatment success, which shall be agree upon with HCC.

Control of invasive plant species shall begin immediately with the initiation of construction and continue until such time that a Complete Certificate of Compliance is issued for this project, unless included as an Ongoing Condition to the Certification. The EM shall report on the success of the IPMS or, if species are not present during the pre-construction survey, the presence or lack thereof of species in the work area in the

weekly, seasonal, and final EM reports required under this OOC. If necessary, the corrective measures shall be outlined in the reporting in a manner consistent with the IPMS requirements.

36. Prior to the issuance of an occupancy permit for the treatment plant expansion, the Applicant shall provide the HCC with an as-built grading plan showing, at a minimum, the following information as it pertains to the subject property. This plan shall be stamped by a MA-registered Professional Engineer. This plan shall be subject to the review and approval of the HCC.
- a) Wetland resource areas subject to protection under this OOC and their approved delineations;
  - b) Limits of all Buffer Zones, including No-Disturbance and No-Build Zones;
  - c) Foundations and other structures;
  - d) Topography at 2' intervals and on North American Vertical Datum 1988;
  - e) Existing limits of lawn/landscaped, forest, and meadow areas;
  - f) Stormwater Management System Best Management Practices (including appurtenant groundwater elevations, inverts, system geometry, piping, structures, and table of as-built calculations with a comparison to design values to demonstrate compliance with the approved design...)
  - g) Utilities;
  - h) Date(s) of survey fieldwork; and
  - i) A statement by the Professional Engineer certifying compliance with the approved plans and conditions of this OOC and setting forth deviations from same, if any exist.
37. Prior to the issuance of an occupancy permit for this facility, the Applicant shall provide the HCC with an affidavit, signed by the Property Owner and Facility Operator, if not the Applicant, and notarized by a MA Notary Public, whereby the Property Owner and Facility Operator acknowledge:
- a) Receipt of a copy of the recorded OOC from the Applicant;
  - b) Receipt of a plot plan identifying the locations of wetland resource areas and existing structures on this land from the Applicant;
  - c) Receipt of a copy of the Operation and Maintenance Plan from the Applicant;
  - d) Receipt of a copy of the Long-Term Pollution Prevention Plan from the Applicant; and
  - e) Understanding of his/her terms of and legal responsibilities for implementing these documents and for the operation and maintenance of the project site stormwater management system Best Management Practices, as outlined in the Operation and Maintenance Plan.
38. Prior to the issuance of an occupancy permit for this facility, the Applicant shall effectively stabilize the site to the approval of the HCC.

#### **CONSTRUCTION PERIOD EROSION, SEDIMENTATION, AND POLLUTION PREVENTION**

39. The Applicant, site contractor, and their assigns shall implement the Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan from the commencement of work until the site is fully and permanently stabilized and the temporary erosion and sedimentation controls are removed, upon HCC approval.
40. The Best Management Practices used during construction must be different from the Best Management Practices that will be used to handle stormwater after construction is completed and the site is stabilized. Many stormwater technologies (particularly infiltration technologies) are not designed to handle the high concentrations of sediments typically found in construction runoff, and thus must be protected from construction-related sediment loadings.

41. All vegetation cutting associated with the construction of this project shall be subject to the prior review and approval of the HCC. Prior to the commencement of work, the Applicant's surveyor shall stake out, flag, or mark by other appropriate means, the locations of the approved limits of cutting and the locations of the proposed PPESC devices for inspection by the site contractor, EM, PPESC Monitor, and the HCC. The commencement of vegetation cutting work shall be contingent upon the approval of the HCC at that time.
42. Prior to the commencement of work, the Applicant shall install the initial PPESC devices. The Applicant shall schedule an inspection of the installed devices by the site contractor, EM, PPESC Monitor, and the HCC. Should any of these devices be considered insufficient, the PPESC Monitor shall immediately propose augmentation or other corrective measures to address areas of concern. The continuation of on-site work shall be contingent upon HCC approval of the devices at that time.
43. The Applicant shall designate a PPESC Monitor for the site. This Monitor shall be a professional with experiences in PPESC practices. This Monitor shall inspect PPESC devices on a daily basis for proper function and maintenance, including the proper disposal of waste products. This Monitor shall immediately arrange for the maintenance, replacement, augmentation, emergency placement, and any other corrective action of PPESC devices on site. Areas of construction shall remain in a stable condition at the close of each day. The Applicant shall give this Monitor authority to stop construction for PPESC purposes.
44. An adequate stockpile of PPESC materials shall be on site at all times for emergency or routine replacement and shall include materials to repair silt fences, straw bales, stone-riprap, filter dikes or any other devices planned for use during construction.
45. PPESC devices may be modified based on experience at the site. Approval of the HCC must be obtained prior to any non-emergency modification of the approved PPESC measures.
46. The HCC reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion or any noticeable degradation of surface water quality discharging from the site.
47. The locations of long term (greater than 30 days) stockpiles and the locations and construction methods of temporary construction entrances, if not addressed in the Construction Period PPESC Plan, shall receive the prior approval of the PPESC monitor and the HCC.
48. During all phases of construction, all disturbed or exposed soil surfaces shall be brought to final finished grade and either a) covered with loam and seeded in accordance with the Massachusetts Erosion and Sediment Control Guidelines for Urban and Suburban Areas (or equivalent document) for permanent stabilization or b) stabilized in another way approved by the HCC. Bare ground that cannot be permanently stabilized within 30 days shall be stabilized with mulch or any other protective covering and/or method approved by the USDA Soil Conservation Service.
49. Graded slopes shall not exceed a slope ratio of 2:1, unless approved by the City Engineer and HCC.
50. Upon completion of the project all disturbed areas shall be permanently stabilized with rapidly growing vegetative cover with sufficient topsoil to assure long term stabilization of disturbed areas. Subsequent to

seeding, disturbed areas shall be covered with straw mulch, netting, or other protective covering in order to provide a suitable surface cover until seed germination.

51. All dewatering activities shall be controlled by implementing Best Management Practices. Dewatered fluids shall be prevented from flowing directly into resource areas. Discharge structures, such as temporary sediment basins or other Best Management Practices shall be configured to maximize sediment removal. If discharge towards resource areas cannot be avoided, it shall be via a maximized distance of overland upland sheet flow unless the HCC approves an alternative in advance. The PPESC Monitor shall review and approve all dewatering methods prior to implementation.
52. Topsoil, other soils, stumps, slash, timber, construction materials, debris, or other waste products shall not be deposited, stored, or otherwise accumulated within 100' of a wetland resource area or within land subject to flooding, unless approved in advance by the HCC.
53. Covered dumpsters shall be maintained on site for appropriate materials. The Applicant shall conduct routine litter pick-ups throughout construction to prevent trash and loose, man-made debris from entering the resource areas and buffer zones.
54. All pumps, drilling machines, and their surrounding areas, whether used for dewatering or other purposes, shall be properly contained to limit the potential for environmental impacts due to fuel leakage, pump leakage, or other failures.
55. Refueling of equipment shall not be done within 100' of a wetland resource area. Fuel, oil, or other potential pollutants shall not be stored within 100' of a wetland resource area.
56. Equipment shall not be staged overnight within 100' of a wetland resource area. Equipment and vehicles staged overnight shall be stored on an impervious containment surface to prevent drippings and spills from leaching into the soil. The PPESC Monitor shall inspect this surface daily and take prompt action to address all pollution prevention concerns in accordance with this Order.
57. Any spills of hazardous materials, including but not limited to diesel fuel and hydraulic oil, shall be appropriately and promptly cleaned up. The Applicant shall notify Federal, Commonwealth, and/or Local agencies of such spills as may be applicable by law. The Applicant or PPESC Monitor shall notify the HCC, within one hour, of any spills within wetland resource areas or buffer zones. Onsite emergency spill kits shall be available at all times.
58. The Applicant shall ensure a hazardous materials spill containment kit is maintained on site at all times throughout construction. The kit shall be appropriately sized for the cumulative volumetric capacity of hazardous fluids contained by equipment on site at any one time.

#### **STORMWATER**

59. The Applicant shall ensure the stormwater management design engineer is on site sufficiently throughout construction to inspect and direct the construction of all BMPs.
60. Catch Basin #4 shall be located in a manner that maximizes its collection of runoff from the access drive and parking area on the south side of the treatment plant.

61. Catch basins shall be fitted with deep sumps and oil/gas traps (with specifications approved by the City Engineer), which shall be maintained and cleaned as outlined in the Operation and Maintenance Plan.
62. The final locations and discharge points of all proposed perimeter, under, trench, and/or curtain drains shall be subject to the approval of the HCC. Every effort shall be made by the Applicant to apply such drains in a manner that shall mimic pre-construction groundwater flow patterns.

#### **RESOURCE AREA ACTIVITIES**

63. All work proposed within the 35'-No Disturbance Zone shall be performed according to the plans and documents submitted as part of the Notice of Intent filing, unless specified otherwise in this Order.
64. The site contractor shall not disturb any area of protected or regulated Federal, State, and/or Local wetland resource area or buffer zone except for that which has been permitted by this Order.
65. Excavation equipment brought onto the site shall be cleaned at an off-site location prior to commencement of site work to remove any soils which may contain noxious plant remains.

#### **OTHER CONDITIONS**

66. If any unforeseen problem occurs during construction, which affects any of the eight statutory interests of the Wetlands Protection Act, M.G.L. Chapter 131, Section 40, upon discovery, the Applicant shall notify the HCC and an immediate meeting shall be held between the Commission, the Applicant, the engineer, contractor, and other concerned parties to determine the corrective measures to be employed. The Applicant shall then act to correct the problems using the corrective measures agreed upon.
67. Upon completion of the project, the Applicant shall request a Certificate of Compliance from the Commission and shall submit the following information with the request in both paper form and in an electronic form found acceptable to an HCC Official:
  - a) A written statement by a professional engineer registered in the Commonwealth of Massachusetts certifying compliance with the approved plans referenced above and this OOC and setting forth deviations, if any exist.
  - b) A written Operations and Maintenance Compliance Statement from the professional engineer identifying the party to be responsible for implementation of the Long-Term Pollution Prevention Plan and the Stormwater Operation and Maintenance Plan. This Compliance Statement shall also state:
    - i. the site has been inspected (provide date) for erosion and appropriate steps have been taken to permanently stabilize any eroded areas;
    - ii. all aspects of the stormwater BMPs have been inspected for damage, wear and malfunction, and appropriate steps have been taken to repair or replace the system or portions of the system so that the stormwater at the site may be managed in accordance with the Stormwater Management Standards;
    - iii. future responsible parties must be notified of their continuing legal responsibility to operate and maintain the stormwater BMPs; and
    - iv. the Long-Term Pollution Prevention Plan and the Stormwater Operation and Maintenance Plan are being implemented.
  - c) A final monitoring report and current photo log prepared by the EM.
  - d) Two sets of as-built site plans prepared by a registered land surveyor or registered professional engineer showing grades, utilities, drainage systems, building footprint and detailed landscaping (i.e. all wetland

resource areas, limits of work, etc.). These plans shall include the date(s) of fieldwork and shall be prepared in accordance with the "Plot Plan Standards" of the HCC Policy - P2000-02 "Occupancy Permit Checklist Endorsement".

#### ONGOING CONDITIONS

Certain conditions are ongoing and do not expire upon the completion of the project or the issuance of a Certificate of Compliance. These conditions shall remain in effect after the issuance of a Certificate of Compliance for the project and shall be referenced in the chain of title for the property. These conditions are:

68. The Property Owner and/or Facility Operator ("O/O") shall ensure that a record of at least one copy of all the plans and documents referenced in this Order of Conditions, the subsequent Certificate of Compliance, all Modifications to the Order and their relevant revised plans and/or documents is maintained at all times. This information shall be made available for use by the O/O in its implementation of the activities discussed within and by the Haverhill Conservation Commission ("HCC") during any inspections that may be necessary.
69. The drainage systems shall be maintained by the responsible party – the O/O - to insure serviceability during operation as designed and as required in the Operations and Maintenance Plan ("OMP") referenced in this Order. In addition to the monitoring requirements incorporated in the OMP, the O/O's professional engineer shall inspect all the stormwater management system Best Management Practices ("BMPs") on a monthly basis for its first 12 months of post-construction usage. At the end of this first year, the engineer shall report to the HCC her findings regarding maintenance frequency needs so that the OMP may be properly amended, if necessary. Each component of the system shall be maintained in compliance with the intent of the maintenance criteria outlined in the Stormwater Technical Handbook, prepared by the MassDEP and Office of Coastal Zone Management, for each respective BMP.
70. The maintenance and repair of the stormwater management system BMPs shall be the responsibility of the O/O. All BMPs shall be operated and maintained in accordance with the design plans and the approved OMP referenced in this Order.
71. To demonstrate compliance with the Long-Term Pollution Prevention Plan and the Operation and Maintenance Plan, the O/O shall:
  - a) Maintain an operation and maintenance log for the last three years, including inspections, repairs, replacement and disposal (for disposal, the log shall indicate the type of material and the disposal location). This log is a rolling log in which the responsible party records all operation and maintenance activities for the past three years.
  - b) Make this log available to MassDEP and the HCC upon request; and
  - c) Following advance notice, allow members and agents of the MassDEP and HCC to enter and inspect the premises to evaluate and ensure that the responsible party complies with the requirements of these Plans.
72. The O/O shall maintain the permanent stability of this site to prevent the erosion of materials into the stormwater BMPs or the wetland resource areas, including Kenoza Lake.
73. The O/O shall vacuum sweep the paved portions of the facility on a monthly basis (except during unfavorable winter conditions) to remove sediments that may otherwise wash into the proposed stormwater systems and wetland resource areas.

74. The City of Haverhill reserves the right to schedule an annual inspection with the O/O as part of the "Long-Term Pollution Prevention Plan" and OMP program to inspect the site for permanent stability and to inspect any and all components of the stormwater management system for proper function and maintenance.
75. The HCC reserves the right to enforce any and all restrictions and/or requirements established for this property within this OOC under the enforcement powers of the City's wetlands protection ordinance, Municipal Ordinance Chapter 253.
76. Plowed snow on the site shall be placed on pervious surfaces whenever possible to allow slow infiltration to occur. Prior to the issuance of an occupancy permit for the proposed building expansion, the applicant shall install durable posts with signs identifying the snow storage areas. The final locations of these areas and signs shall be determined by the Environmental Monitor at the time of installation, with the approval of an HCC Official. Every effort shall be made to locate these storage areas outside the watershed of Kenoza Lake. The signs shall be positioned so they are visible during snow events. The signs shall be maintained by the O/O to ensure their continued functions. Should the amount of snow on site exceed the snow storage areas and be proposed for removal from site, then it shall be disposed of in accordance with the Department of Environmental Protection - Bureau of Resource Protection's "Snow Disposal Guidelines".
77. Sand and de-icing chemical usage shall be minimized to the maximum extent practical on this site. When de-icing is proposed, alternative compounds such as calcium chloride ( $\text{CaCl}_2$ ) and calcium magnesium acetate (CMA) shall be considered for use. Sodium Chloride shall not be used within the project site for the purpose of ice control. The applicant shall install the appropriate street signage at the entrance to the project site to reflect this prohibition.
78. Pesticides, herbicides, and fungicides shall not be used within 100' of any wetland resource area for the purpose of lawn maintenance.
79. Fertilizers utilized for landscaping and lawn care within this property shall be slow-release, low-nitrogen, organic-based types and shall not be used within 30' of any wetland resource area.
80. The O/O shall conduct routine litter pick-ups on the site to prevent debris from entering the resource areas and buffer zones.
81. Dumpsters used for waste management on this site shall be a covered, side-opening style. Dumpsters shall be positioned on impervious surfaces outside the watershed of Kenoza Lake to reduce the potential for liquids leaching into the ground or running into the lake. Waste management dumpsters shall be enclosed with fencing to reduce the potential for windblown debris. Following each dumpster emptying, the areas under and around these devices shall be cleaned to remove debris and leachate.
82. The roof for the proposed buildings shall not be constructed with flat metal materials, such as galvanized metal or copper.
83. There shall be no unprotected storage of deleterious or hazardous materials (such as auto parts, debris, oil drums, batteries, car washing fluid, etc.) allowed on site.
84. The O/O shall ensure a hazardous materials spill containment kit is maintained on site at all times.

**Robert D. Harb**  
ATTORNEY AT LAW  
17 WEST STREET  
HAVERHILL, MASSACHUSETTS 01830

TEL: (978) 373-3611  
FAX: (978) 373-7441  
EMAIL: [bobharb@aol.com](mailto:bobharb@aol.com)

Of Counsel  
Alfred J. Cirome

December 9, 2016

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

Re: APPLICATION OF STEPHEN FRANCIOSA FOR A SPECIAL PERMIT  
TO BUILD A SINGLE FAMILY RESIDENCE  
WITHIN 500 FEET OF ROUND POND-§255-90

UNNUMBERED LAWRENCE ST. & UNNUMBERED MARSHLAND ST.  
Being a Portion of Haverhill Assessor's Map 624 Block 546 Lots 1 and 18.  
Also being shown as Lot 2 on Recorded Plan Book 455 Plan 67 and as  
Lot 2 on Special Permit Plan Filed herewith

To the Haverhill City Council:

Application is hereby made for the issuance of a Special Permit in accordance with the Haverhill Zoning Ordinance (Chapter 255 Section 90) to build a single family residence within 500 feet of Round Pond.

The proposed use, a single family house with related appurtenances, will not have an adverse effect on the public water supply. The proposed use is allowed by the Zoning Ordinance subject to the requirement of obtaining this Permit.

As the Special Permit Plan indicates:

- a) the property is not located in the Watershed Protection District;
- b) the property is separated from Round Pond(aka Lake Pentucket) by Lawrence Street;
- c) the proposed home will be 130 feet from the Lake; and
- d) there are not any wetland resource areas on the site.

The Haverhill Conservation Commission voted 5-0 to approve this project with conditions. Filed with this Application is are copies of the Conservation Letter of Approval and their issued Order of Conditions for this project.

This Application is also accompanied by:  
Formal Application in Duplicate signed by the Building Inspector;  
30 sets of the Special Permit Plan;  
10 sets of the Building Plans;  
Consent of Owner to File Petition;  
30 copies of recorded Form A Plan; and  
the required \$125.00 filing fee.

Applicant respectfully requests the Council to: find that the proposed building does not have an adverse impact on the public water supply; and to Approve this Application for a Special Permit to build a single family residence within 500 feet of Round Pond, subject to the Order of Conditions issued by the Haverhill Conservation Commission and the conditions set forth therein.

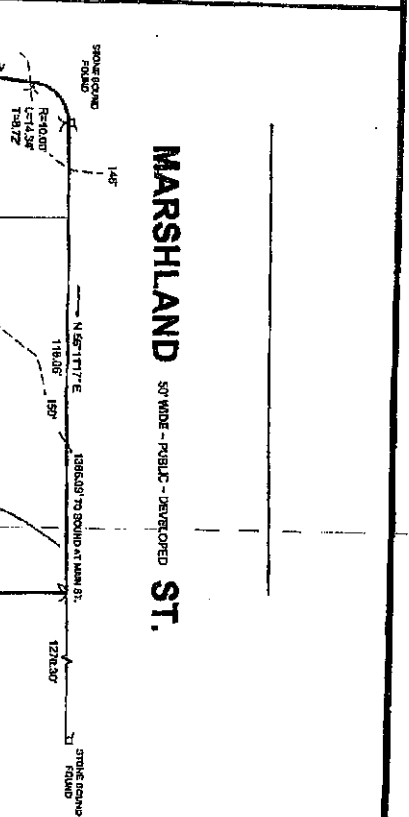
Applicant waives the 65 day hearing requirement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert D. Harb", with a long horizontal line extending to the right.

---

Robert D. Harb, Attorney for Applicant Stephen Franciosa



**MARSHLAND** 50' WIDE - PUBLIC - DEVELOPED **ST.**



**FOR REGISTRY USE ONLY**

**PLAIN BOOK 455 PLANS 6, 7**  
**1-1467 Broadway, New York, N.Y.**

Received September 8, 2016

Abstract  
A18021

Signature of donor

**I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.**

## NOTES

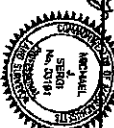
1. THE TOPOGRAPHY SHOWN ON THIS PLAN IS TAKEN FROM RECORDS ON FILE AT THE HANERHILL ENGINEERS' OFFICE. IT IS TO BE USED FOR COMPLIANCE WITH THE HANERHILL SUBDIVISION CONTROL LAW EXCLUSIVELY. IT SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

I CERTIFY THAT NO NEW RIGHT OF WAY LINES ARE BEING CREATED BY THIS PLAN AND THAT RIGHT OF WAY LINES SHOWN ARE AS EXISTING AND ARE NOT CHANGED OR ALTERED BY THIS PLAN.

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE LAND AREA AND FRONTAGE SHOWN IS IN CONFORMANCE WITH RH ZONING.

I CERTIFY THAT THIS PLAN IS IN COMPLIANCE WITH THE HAVERHILL REGULATIONS GOVERNING SUBDIVISION OF LAND, SECTION III PART B.

DATE 7/19/15



DATE 7/29/25

## PLAN OF LAND

**LOCATED IN**

**HAVERRHILL, MA.**

RECORD OWNER &amp;

**APPLICANT**

**CARLO J. BRACCI.**

81 HAMILTON AVE., HAVERHILL, MA.  
DATE: JULY 19, 2016 SCAI E-1007

SCALE: 1"=2'



**PROFESSIONAL ENGINEERS & LAND SURVEYORS**  
**CHRISTIANSEN & SERGI, INC.**  
188 SUMNER STREET, PAVERTHILL, MASSACHUSETTS 01850  
WWW.CSJEI.COM TEL. 978-376-0370 FAX 978-372-2993

APPLICATION FOR SPECIAL PERMIT TO BUILD WITHIN 500 FEET  
OF WATER SUPPLY

This application must be typewritten, filed in duplicate and  
accompanied by a plan of the affected premises

December 8

20 16

To the City Council of the City of Haverhill

The undersigned petitions the City Council for a special permit to build  
within 500 feet of a water supply.

APPLICANT Stephen Franciosa 10 Merrimac Street, Seabrook, NH 03874  
Full Name Address

OWNER Carlo Bracci 81 Hamilton Ave., Haverhill, MA 01830  
Full Name Address

1. LOCATION OF PREMISES Unnumbered Lawrence Street & Unnumbered Marshland Street

2. ASSESSORS PLAT Portion of Map 624 Block 546 Lots 1 & 18

3. DIMENSIONS OF LOT 80' 130' 10,155SF  
Frontage Depth Square Feet

4. ZONING DISTRICTS IN WHICH PREMISES ARE LOCATED RH

5. HOW LONG HAVE YOU OWNED ABOVE PREMISES? Under Agreement

6. HOW MANY BUILDINGS ARE NOW ON THE LOT? None

7. GIVE SIZE OF EXISTING BUILDING N/A

PROPOSED BUILDING 42' x 28' + Deck

8. STATE PRESENT USE OF PREMISES Vacant lot

9. STATE PROPOSED USE OF PREMISES Single family dwelling

10. GIVE EXTENT OF PROPOSED ALTERATIONS construct a single family dwelling

11. STATE REASONS FOR SPECIAL PERMIT -Building Within 500 feet of a water supply,  
(Round Pond) 255-90

No application will be acted upon unless the application has been reviewed  
by the Building Inspector and all other requirements completed.

I hereby agree to pay the City Clerk any additional necessary fee connected  
with this application.

Fee \$125.00

Stephen Franciosa  
by Robert H. Healy  
Signature

10 Merrimac St., Seabrook, NH 03874  
Address

978-361-7078  
Phone No.

[Signature]  
Building Inspector

APPLICATION FOR SPECIAL PERMIT TO BUILD WITHIN 500 FEET  
OF WATER SUPPLY

This application must be typewritten, filed in duplicate and  
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20 16

Heavily Feb. 7 2017

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5. HOW LONG HAVE YOU OWNED ABOVE, PREMISES? Under Agreement
6. HOW MANY BUILDINGS ARE NOW ON THE LOT? None
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with this application.

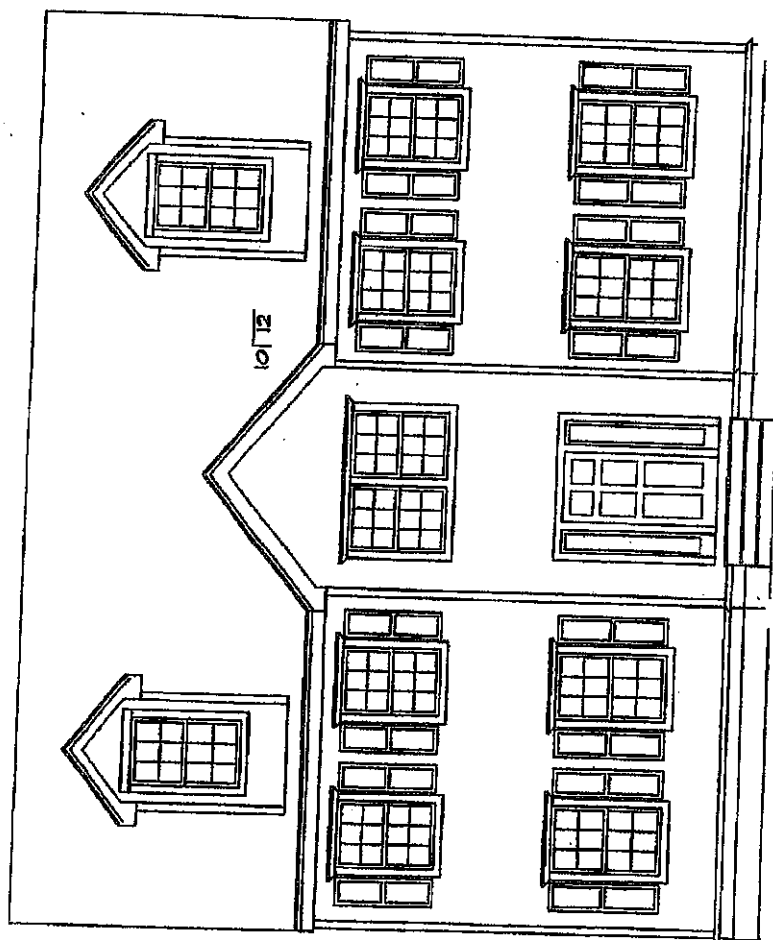
Fee \$125.00

Stephen Franciosa  
by Robert R. Heavily  
Signature

10 Merrimac St., Seabrook, NH 03874  
Address

978-361-7078  
Phone No.

[Signature]  
Building Inspector

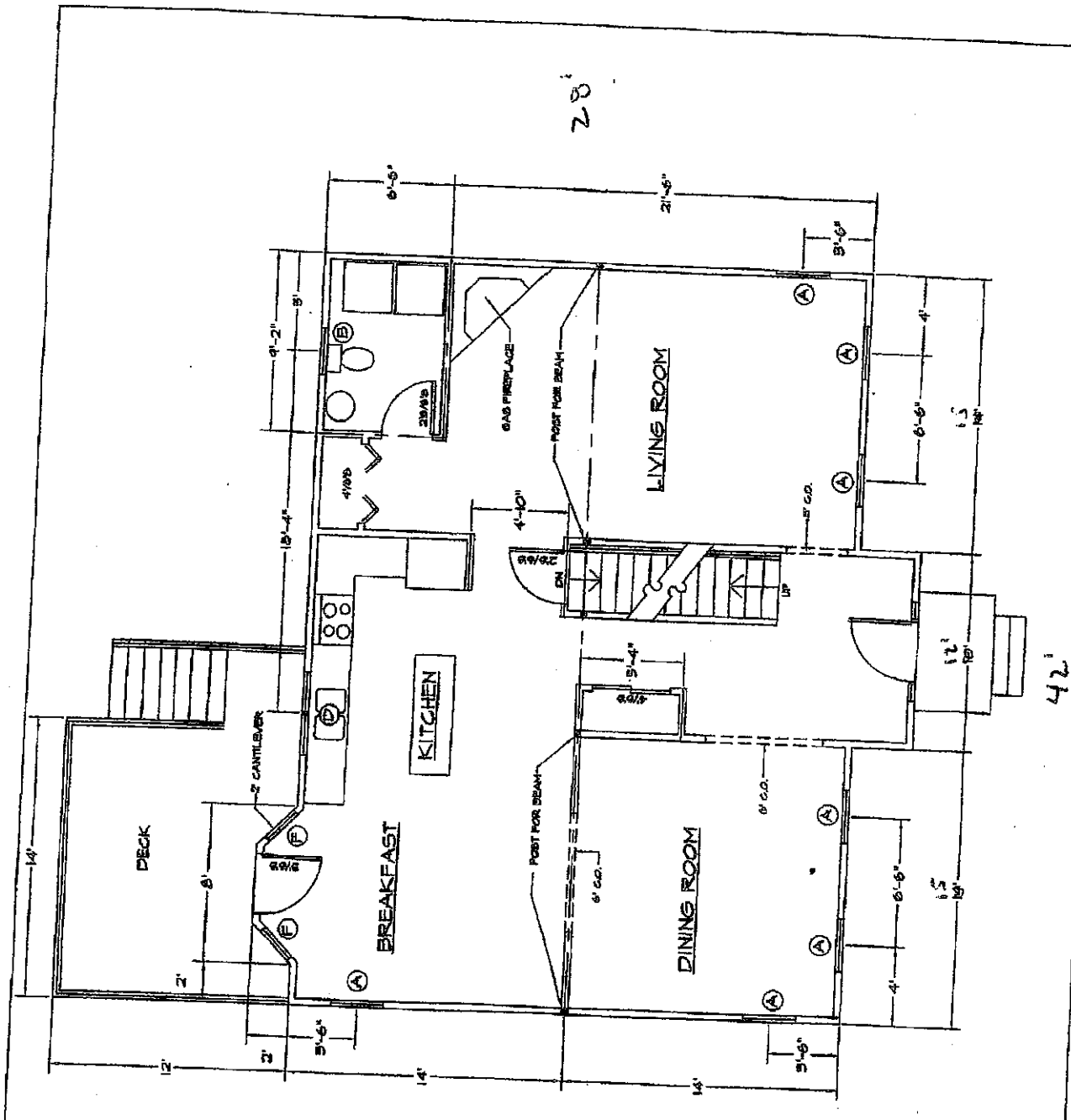


FRONT ELEVATION



2018DEC08#11:1HR/CIVC

PROPOSED NEW CONSTRUCTION  
LOT 2

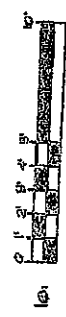


PROPOSED NEW CONSTRUCTION  
LOT 2

END DESIGN FOR  
FOR THESE  
BY ARCHITECT

WINDOW SCHEDULE	
No.	Remarks
1	2'-0" x 4'-0"
2	2'-0" x 4'-0"
3	2'-0" x 4'-0"
4	2'-0" x 4'-0"
5	2'-0" x 4'-0"
6	2'-0" x 4'-0"
7	2'-0" x 4'-0"
8	2'-0" x 4'-0"
9	2'-0" x 4'-0"
10	2'-0" x 4'-0"

FIRST FLOOR PLAN



This is a detailed floor plan for a 421 sq ft apartment. The layout includes three bedrooms, a master bedroom with a walk-in closet, a bathroom, and a central staircase. The overall dimensions are 19'-10" wide by 13'-2" deep. The rooms are labeled as follows:

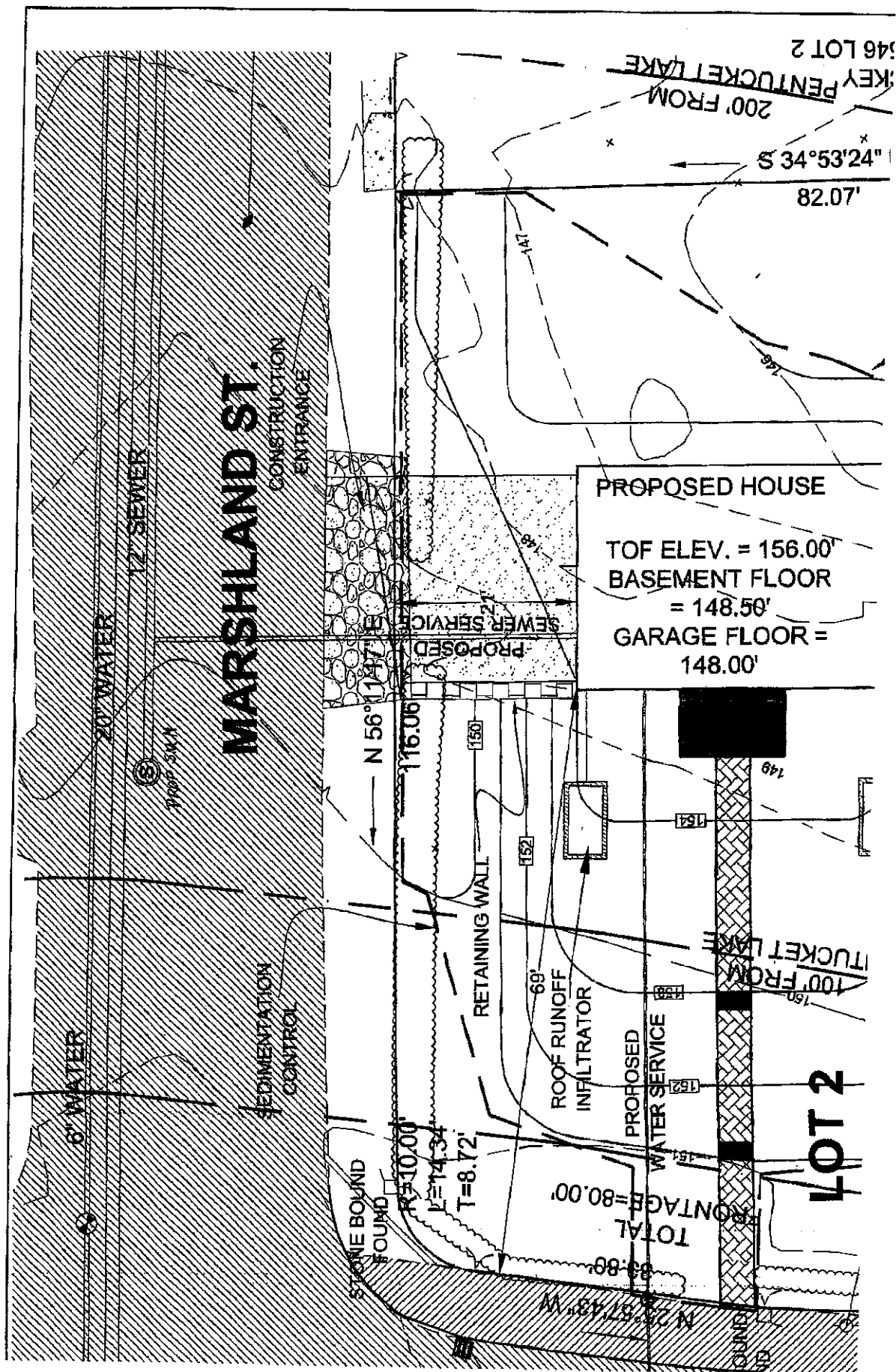
- Master Bedroom:** Located at the top right, measuring 12'-10" by 12'-10". It features a walk-in closet (WALK IN CLOSET) and a bay window.
- Bedroom (Top Left):** Measuring 12'-10" by 12'-10". It includes a bay window and a closet.
- Bedroom (Bottom Left):** Measuring 12'-10" by 12'-10". It includes a bay window and a closet.
- Bedroom (Bottom Right):** Measuring 12'-10" by 12'-10". It includes a bay window and a closet.
- Bathroom:** Located in the center, measuring 5'-6" by 6'-6". It contains a bathtub, toilet, and sink.
- Staircase:** Located in the center, measuring 4'-4" by 4'-4". It provides access to the upper and lower levels.
- Hallway:** A central hallway connects the rooms, measuring 4'-4" by 4'-4".

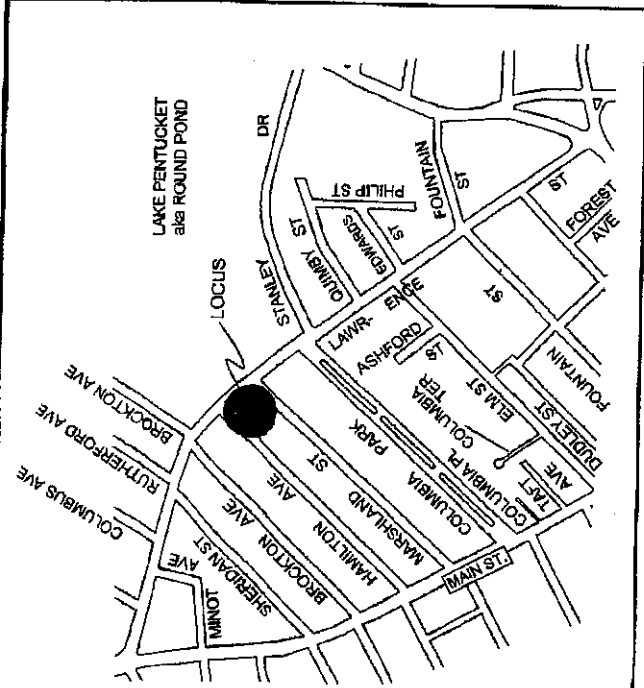
The plan also shows various closets, including a walk-in closet in the master bedroom and several smaller closets in the other bedrooms. The overall dimensions of the apartment are 19'-10" wide by 13'-2" deep. The total area is 421 sq ft.

SECOND FLOOR PLAN

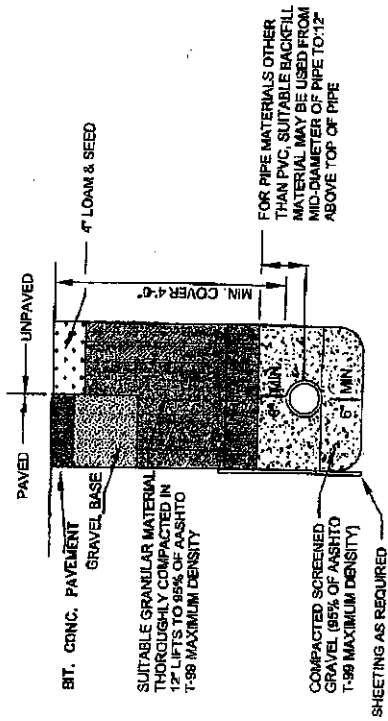


PROPOSED NEW CONSTRUCTION  
- LOT 2  
HAVERHILL, MA.





**LOCUS MAP**  
NOT TO SCALE



**TYPICAL TRENCH  
DETAIL  
(BURIED PIPE)**  
NOT TO SCALE

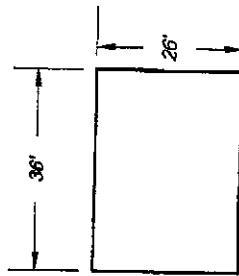
**ROOF RECHARGE  
CALCULATIONS:**

FOOTPRINT AREA = 1120 SF  
RECHARGE VOL. =  $(0.5') \times (1120') = 560 \text{ CF}$

VOLUME PER SC-310 CHAMBER  
= 31 CF/CHAMBER

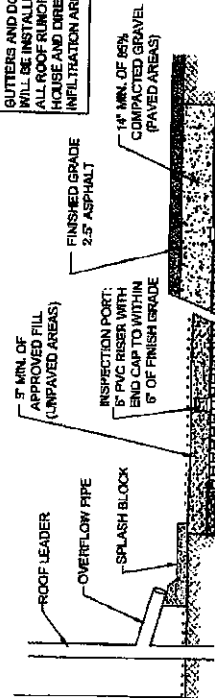
NO. CHAMBERS TO BE USED = 2

TOTAL STORAGE AVAILABLE 62 CF

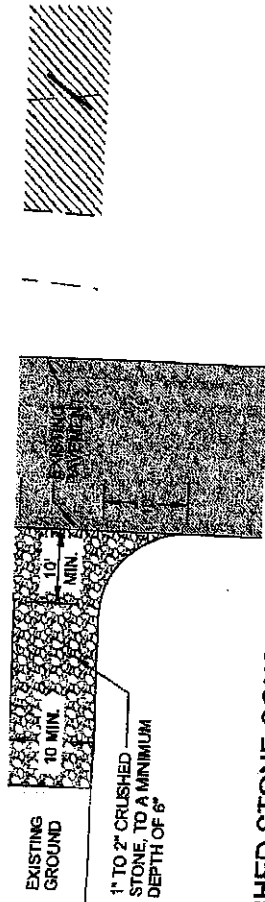


**HOUSE DIMENSIONS**

GUTTERS AND DOWNSPOUTS  
WILL BE INSTALLED TO COLLECT  
ALL ROOF RUNOFF FROM THE  
HOUSE AND DIRECT IT INTO THE  
INFILTRATION AREAS



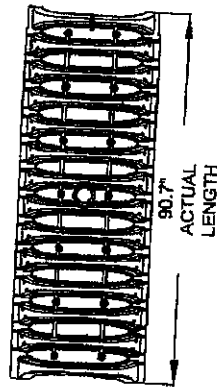
NOT TO SCALE



## CRUSHED STONE CONSTRUCTION ENTRANCE

NOT TO SCALE

THE CRUSHED STONE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO THE ADJACENT ROADWAY.



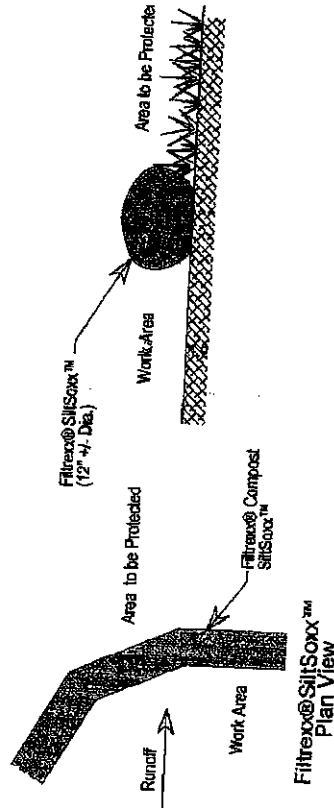
NOMINAL CHAMBER SPECIFICATIONS  
SIZE (W x H x INSTALLED LENGTH)  
MINIMUM INSTALLED STORAGE  
WEIGHT

34.0" x 16.0" x 85.4"  
31.0 CUBIC FEET  
35 LBS.

FOR STORMTECH  
INFORMATION CALL 1-888-892-2694

**STORMTECH SC-310**

NOT TO SCALE



Filtrex@ SiltSox™ Section

## SEDIMENTATION CONTROL DETAIL

Notes:

1. All material to meet Filtrex@ specifications.
2. SiltSox™ compost/soil/rock/seed fill to meet application requirements.
3. SiltSox™ depicted is for minimum slopes. Greater slopes may require larger socks per the Engineer.
4. Compost material to be dispersed on site, as determined by the Environmental Monitor.



# **SITE PLAN**

SCALE: 1" = 10'



## **ZONING DISTRICT RU**

AREA = 9,000 S.F.  
FRONTAGE = 80'  
FRONT SETBACK = 20'  
SIDE SETBACK = 10'  
REAR SETBACK = 30'

5. THREE THOUSAND SQUARE FEET OF THE LOT IS WITHIN 100 FEET OF THE LAKE.
6. DRAINAGE IS TO THE WEST AWAY FROM THE LAKE
7. SITE SOIL IS A SUTTON FINE SANDY LOAM
8. THE PROPERTY IS NOT WITHIN AN ESTIMATED OR PRIORITY HABITAT.

NOTES:  
1. THE PROPERTY IS NOT LOCATED WITHIN THE WATERSHED PROTECTION DISTRICT.

2. THE LOT IS WITHIN 60 FEET OF THE EDGE OF THE LAKE THERE IS A 50 FT WIDTH OF PAVEMENT WITHIN THAT AREA

THE PROPOSED HOUSE IS 130 FEET FROM THE LAKE

3. THERE AREN'T ANY WETLAND RESOURCE AREAS ON SITE

4. THE ENTIRE LOT IS WITHIN 200 FEET OF THE LAKE

**ASSESSORS REFERENCE:**  
MAP 624 BL 546 LOT 1

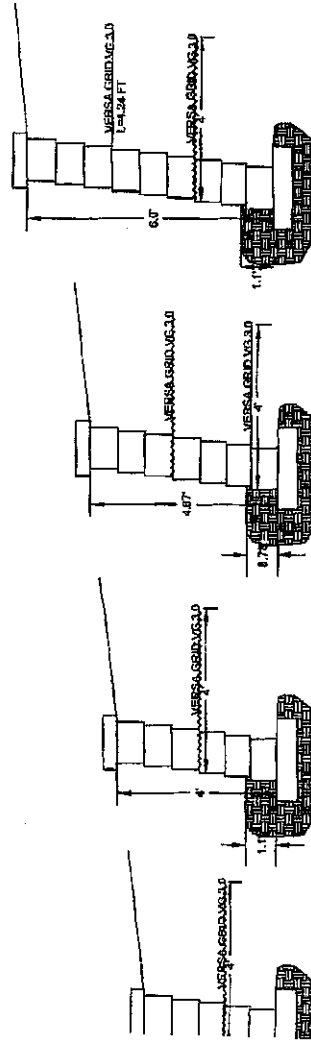
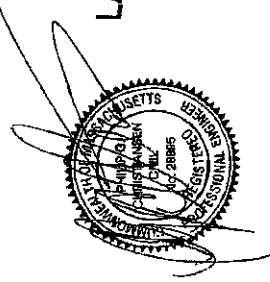
**SPECIAL PERMIT PLAN**  
FOR  
**LAWRENCE STREET - LOT 2**

**HAVERRILL, MASS.**  
PREPARED FOR:  
**JOSEPH FRANCIOSA**

10 MERRIMAC STREET  
SEABROOK NH 03874  
TELEPHONE: 978-476-1100  
DATE: SEPTEMBER 19, 2016

PROFESSIONAL ENGINEERS & LAND SURVEYORS  
**CHRISTIANSEN & SERGI, INC.**  
160 SUMMER ST. HAVERRILL, MA 01830 WWW.CSI-ENG.COM  
TEL. 978-373-0310 FAX. 978-372-3960 COPYRIGHT 2016

DWG. NO. 16034004



## **RETAINING WALLS**



14.3

# Haverhill

Economic Development and Planning  
Conservation Department  
Phone: 978-374-2334 Fax: 978-374-2366  
[rmoores@cityofhaverhill.com](mailto:rmoores@cityofhaverhill.com)  
[conservation@cityofhaverhill.com](mailto:conservation@cityofhaverhill.com)

December 5, 2016

Joseph Franciosa  
10 Merrimack Street  
Seabrook, NH 03874

RE: Conservation Commission Report - Haverhill City Code §255-90, Building Near Water Supply  
Joseph Franciosa for Lawrence Street – Parcel ID: 624-546-1  
Single-Family House Construction

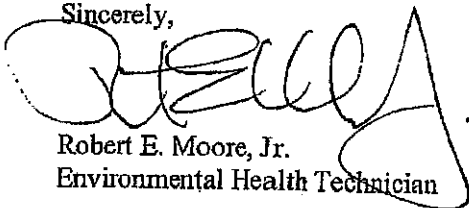
Dear Mr. Franciosa:

The Conservation Commission received your Notice of Intent application for the subject project on November 2, 2016. This project includes the construction of a single-family house with related appurtenances on a 10,155sf lot. The lot will be accessed from a new driveway off Marshland Street. The house will be serviced with municipal drinking water and sewer. Work is proposed within the 100'-Buffer Zone of the bank of Lake Pentucket (aka "Round Pond"), one of the City's potable water supplies. The lot currently exists as the backyard for the lot owners' abutting residence at 81 Hamilton Avenue (Bracci). The lot is separated from the lake by the developed Lawrence Street R.O.W. and is outside of the lake's watershed.

The Commission conducted its public hearing for this project during its November 17<sup>th</sup> meeting. At the November 17<sup>th</sup> meeting, the Commission closed the public hearing and voted 5-0 to approve this project with conditions. Under this cover, the Commission issues the Order of Conditions approving this project under the MA Wetlands Protection Act and the City's wetlands protection ordinance.

Copies of this communication and the Order should be provided to the City Council as part of your special permit application to document the Commission's actions, recommendations, and approval on this matter.

Sincerely,



Robert E. Moore, Jr.  
Environmental Health Technician

e-C: Robert Ward, Deputy DPW Director, Water/Wastewater Divisions  
John D'Aoust, Water Treatment Plant Manager



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 - Order of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
33-1407  
MassDEP File #

eDEP Transaction #  
Haverhill  
City/Town

**A. General Information**

Please note:  
this form has  
been modified  
with added  
space to  
accommodate  
the Registry  
of Deeds  
Requirements

1. From: Haverhill  
Conservation Commission
2. This issuance is for  
(check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:

Joseph Franciosa  
a. First Name b. Last Name

10 Merrimack Street  
c. Organization

Seabrook  
d. Mailing Address

Seabrook NH 03874  
e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

Carlo Bracci  
a. First Name b. Last Name

81 Hamilton Avenue  
c. Organization

Haverhill  
d. Mailing Address

Haverhill MA 01830  
e. City/Town f. State g. Zip Code

5. Project Location:

Lawrence Street Haverhill  
a. Street Address b. City/Town

Parcel ID: 624-546-1  
c. Assessors Map/Plat Number

N 42d 47m 12s W 71d 04m 35s  
d. Latitude e. Longitude

Latitude and Longitude, if known:



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**A. General Information (cont.)**

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):  
Southern Essex District
- a. County  
5903
- b. Certificate Number (if registered land)  
539
- c. Book  
539
- d. Page  
539
7. Dates: November 2, 2016 November 17, 2016 December 5, 2016  
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):  
See Attachment "A", "Special Conditions", incorporated herein and made part of this Order of Conditions.
- b. Prepared By \_\_\_\_\_ c. Signed and Stamped by \_\_\_\_\_
- d. Final Revision Date \_\_\_\_\_ e. Scale \_\_\_\_\_
- f. Additional Plan or Document Title \_\_\_\_\_ g. Date \_\_\_\_\_

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:
- Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- a. ☒ Public Water Supply b. ☒ Land Containing Shellfish c. ☒ Prevention of Pollution
- d. ☒ Private Water Supply e. ☒ Fisheries f. ☒ Protection of Wildlife Habitat
- g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

**Approved subject to:**

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



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Bureau of Resource Protection - Wetlands

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**B. Findings (cont.)**

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 44  
a. linear feet

**Inland Resource Area Impacts:** Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



Massachusetts Department of Environmental Protection  
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**B. Findings (cont.)**

**Coastal Resource Area Impacts:** Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. cu yd nourishment	d. cu yd nourishment
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. cu yd nourishment	d. cu yd nourishment
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs				
	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area				
Sq ft within 100 ft	a. total sq. feet	b. total sq. feet		
Sq ft between 100-200 ft	c. square feet	d. square feet	e. square feet	f. square feet
	g. square feet	h. square feet	i. square feet	j. square feet



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**B. Findings (cont.)**

\* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. ☐ Restoration/Enhancement \*:

a. square feet of BVW

b. square feet of salt marsh

24. ☐ Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. The work is a maintenance dredging project as provided for in the Act; or
  - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
  - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on December 5, 2019, unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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**C. General Conditions Under Massachusetts Wetlands Protection Act**

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,  

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
"File Number            33-1407            "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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## WPA Form 5 – Order of Conditions

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### C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1) ☐ is subject to the Massachusetts Stormwater Standards
  - (2) ☒ is NOT subject to the Massachusetts Stormwater Standards

**If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
  - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
  - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
  - i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
  - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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### C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

**See Attachment "A", "Special Conditions", incorporated herein and made part of this Order of Conditions.**

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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### D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No

2. The Haverhill hereby finds (check one that applies):  
Conservation Commission

- a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b. ☒ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

An Ordinance to Protect the Wetlands, Related Water Resources and  
Adjoining Land Areas

Chapter 253  
2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

See Attachment "A", "Special Conditions", incorporated herein and made part of this Order of Conditions.



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33-I407

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**E. Signatures**

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

December 5, 2016

1. Date of Issuance

five

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Madeline Morison Tom Wyke  
Chris Accord  
Adam Brend Baeslack

☐ by hand delivery on

☒ by certified mail, return receipt requested, on

Date

December 5, 2016

Date

**F. Appeals**

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

## WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

33-1407

MassDEP File #

eDEP Transaction #

Haverhill

City/Town

### G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Haverhill

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Haverhill

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Lawrence Street - Parcel ID: 624-546-1

Project Location

33-1407

MassDEP File Number

Has been recorded at the Registry of Deeds of:

Southern Essex District

County

Book

Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



# Haverhill

Economic Development and Planning  
Conservation Department  
Phone: 978-374-2334 Fax: 978-374-2366  
[rmoores@cityofhaverhill.com](mailto:rmoores@cityofhaverhill.com)  
[conservation@cityofhaverhill.com](mailto:conservation@cityofhaverhill.com)

## ATTACHMENT A: SPECIAL CONDITIONS

**MassDEP FILE #33-1407**

**ISSUING AUTHORITY:** Haverhill Conservation Commission ("HCC")

**APPLICANT:** Joseph Franciosa

**PROJECT LOCATION:** Lawrence Street - Parcel ID: 624-546-1

### PROJECT DESCRIPTION

The Applicant proposes to construct a single-family house with related appurtenances on a 10,155sf lot. The lot will be accessed from a new driveway off Marshland Street. The house will be serviced with municipal drinking water and sewer. Work is proposed within the 100'-Buffer Zone of the bank of Lake Pentucket (aka "Round Pond"), one of the City's potable water supplies. The lot currently exists as the backyard for the lot owners' abutting residence at 81 Hamilton Avenue. The lot is separated from the lake by the developed Lawrence Street R.O.W. and is outside of the lake's watershed.

### RESOURCE AREA FINDINGS

The Haverhill Conservation Commission finds this site to contain, at a minimum, the following resource areas: buffer zone to bank. Under local ordinance, the buffer zone from the lake's bank is extended from 100' out to 200'

### EXPIRATION DATE

Unless extended, this Order of Conditions ("OOC") will expire December 5, 2019.

### PLANS AND DOCUMENTS

Work on this project site shall be performed according to the following listed plans and documents on file with the HCC. Should any conflicts be found to exist between these plans and documents and the conditions of this OOC, the HCC shall be contacted for a clarification.

- a) "Notice of Intent Plan for Lawrence Street - Lot 2" (1 Sheet), site plan prepared by Christiansen & Sergi, Inc. (160 Summer Street, Haverhill, MA 01830), dated revised November 9, 2016.

Pursuant to the Massachusetts Wetlands Protection Act (M.G.L. Chapter 131, Section 40), its Regulations (310 CMR 10.00), and Haverhill City Code Chapter 253 ("An Ordinance to Protect the Wetlands, Related Water Resources and Adjoining Land Areas"), the Commission orders that all work shall be performed in accordance with the following additional, special conditions:

#### GENERAL CONSTRUCTION

21. The HCC may designate one or more Conservation Department Officials as its agent ("HCC Official"), with full powers to act on its behalf in administering and enforcing this OOC.
22. Work on this project shall be performed in accordance with Haverhill Municipal Ordinances Chapter 253 – "An Ordinance to Protect the Wetlands, Related Water Resources, and Adjoining Land Areas".
23. In accordance with Haverhill Municipal Ordinance Chapter 253, there shall be no activities allowed within 35' of the delineated wetland resource areas and no building construction within 75' of these same areas, except as shown on the approved plans referenced above.
24. All wetland resource areas shall be visibly flagged and/or staked every 25 feet along the resource area boundaries in order to assure that no intrusion into these areas occur. Flagging and staking used to identify wetland resource areas shall be of a color different from any others used on the site and shall be maintained until the work is complete.
25. The rows of erosion control devices, as shown on the site plan, shall also act as a limit of site activity.
26. The MassDEP File Number sign shall not be attached to a live tree.
27. Any changes proposed under this OOC might require the Applicant to file a "Request for a Modification to the Order of Conditions" with the HCC.
28. During the life of this Order, should any modifications to the wetland delineations be found to be necessary by the HCC, the applicant shall submit a modified plan reflecting these modifications.
29. While all activities regulated by this Order are being performed and during the construction phase of this project, an on-site foreman, directing engineer, or designated construction manager, shall have a copy of this permit and its associated plans and documents at the site, familiarize him or herself with the conditions of this permit, and adhere to such conditions. This OOC shall be made part of all construction-related documents for this project. All contractors working at the site shall be made aware of the provisions contained within this OOC and adhere to them.

#### CONSTRUCTION SEQUENCING

30. A minimum of two (2) business days in advance, the Applicant shall provide the HCC with written notification of the commencement of work on site. At this time the Applicant shall also supply the HCC with a list of names, addresses, and emergency phone numbers (including evenings and weekends) for those parties responsible for compliance with this OOC on the site, including the Pollution Prevention and Erosion and Sedimentation Control ("PPESC") Monitor.

31. Prior to the commencement of work on this site, the Applicant shall schedule a pre-construction meeting with the site contractor, the Applicant's engineers/consultants, the PPESC Monitor, and the HCC. The purpose of the meeting is to review this OOC and resolve any outstanding issues at that time.
32. Prior to the installation of the house foundation, the Applicant's engineer shall conduct soil test pit evaluations to ensure the cellar floor elevation is set above the estimated seasonal high groundwater elevation. This groundwater elevation and the cellar floor elevation shall be identified on the as-built plans required under this OOC.
33. Prior to the issuance of a building ("framing") permit for the house, the applicant shall provide the HCC with an interim as-built plan showing the installed foundation, limit of work, and resource area locations, all as they pertain to the subject property. This plan shall be drawn at a scale equal to that of the approved site plan and shall demonstrate compliance with the approved limits of activities. This plan shall be stamped by a MA-registered Land Surveyor or Professional Engineer. This plan shall be subject to the review and approval of the HCC.
34. Prior to the issuance of an occupancy permit for this project, the Applicant shall provide the HCC with an as-built grading plan showing, at a minimum, the following information as it pertains to the subject property. This plan shall be stamped by a MA-registered Professional Engineer. This plan shall be subject to the review and approval of the HCC.
  - a) Wetland resource areas subject to protection under this OOC and their approved delineations;
  - b) Limits of all Buffer Zones, including No-Disturbance and No-Build Zones;
  - c) Structures (e.g. houses, garages, retaining walls, decks...);
  - d) Topography at 2' intervals and on North American Vertical Datum 1988;
  - e) Existing limits of lawn/landscaped, forest, and meadow areas;
  - f) Roof runoff recharge systems with seasonal high groundwater elevation, foundation drains, and/or other site drainage features;
  - g) Utilities;
  - h) Date(s) of survey fieldwork; and
  - i) A statement by the Professional Engineer certifying compliance with the approved plans and conditions of this OOC and setting forth deviations from same, if any exist.
35. Prior to the issuance of an occupancy permit for the house, the Applicant shall provide the HCC with an affidavit, signed by the House Buyer and notarized by a MA Notary Public, whereby the Buyer acknowledges:
  - a) Receipt of a copy of the recorded OOC from the Applicant;
  - b) Receipt of a plot plan identifying the locations of wetland resource areas and existing structures on this land from the Applicant;
  - c) Understanding of his/her terms of and legal responsibilities for implementing these documents.
36. Prior to the issuance of an occupancy permit for the house, the Applicant shall effectively stabilize the site to the approval of the HCC.

**CONSTRUCTION PERIOD EROSION, SEDIMENTATION, AND POLLUTION PREVENTION**

37. The Applicant, site contractor, and their assigns shall implement Construction Period Pollution Prevention and Erosion and Sedimentation Control ("PPESC") measures from the commencement of work until the site

is fully and permanently stabilized and the temporary erosion and sedimentation controls are removed, upon HCC approval.

38. The Applicant shall designate a PPESC Monitor for the site. This Monitor shall be a professional with experiences in PPESC practices. This Monitor shall inspect PPESC devices on a daily basis for proper function and maintenance, including the proper disposal of waste products. This Monitor shall immediately arrange for the maintenance, replacement, augmentation, emergency placement, and any other corrective action of PPESC devices on site. Areas of construction shall remain in a stable condition at the close of each day. The Applicant shall give this Monitor authority to stop construction for PPESC purposes.
39. All vegetation cutting associated with the construction of this project shall be subject to the prior review and approval of the HCC. Prior to the commencement of work, the Applicant's surveyor shall stake out, flag, or mark by other appropriate means, the locations of the approved limits of cutting and the locations of the proposed PPESC devices for inspection by the site contractor, PPESC Monitor, and the HCC. The commencement of vegetation cutting work shall be contingent upon the approval of the HCC at that time.
40. Prior to the commencement of work, the Applicant shall install the initial PPESC devices. The Applicant shall schedule an inspection of the installed devices by the site contractor, PPESC Monitor, and the HCC. Should any of these devices be considered insufficient, the PPESC Monitor shall immediately propose augmentation or other corrective measures to address areas of concern. The continuation of on-site work shall be contingent upon HCC approval of the devices at that time.
41. An adequate stockpile of PPESC materials shall be on site at all times for emergency or routine replacement and shall include materials to repair silt fences, straw bales, stone-riprap, filter dikes or any other devices planned for use during construction.
42. PPESC devices may be modified based on experience at the site. Approval of the HCC must be obtained prior to any non-emergency modification of the approved PPESC measures.
43. The HCC reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion or any noticeable degradation of surface water quality discharging from the site.
44. The locations of long term (greater than 30 days) stockpiles and the locations and construction methods of temporary construction entrances, if not addressed in the Construction Period PPESC Plan, shall receive the prior approval of the PPESC monitor and the HCC.
45. During all phases of construction, all disturbed or exposed soil surfaces shall be brought to final finished grade and either a) covered with loam and seeded in accordance with the Massachusetts Erosion and Sediment Control Guidelines for Urban and Suburban Areas (or equivalent document) for permanent stabilization or b) stabilized in another way approved by the HCC. Bare ground that cannot be permanently stabilized within 30 days shall be stabilized with mulch or any other protective covering and/or method approved by the USDA Soil Conservation Service.
46. Graded slopes shall not exceed a slope ratio of 2:1, unless approved by the City Engineer and HCC.

47. Upon completion of the project all disturbed areas shall be permanently stabilized with rapidly growing vegetative cover with sufficient topsoil to assure long term stabilization of disturbed areas. Subsequent to seeding, disturbed areas shall be covered with straw mulch, netting, or other protective covering in order to provide a suitable surface cover until seed germination.
48. All dewatering activities shall be controlled by implementing Best Management Practices. Dewatered fluids shall be prevented from flowing directly into resource areas. Discharge structures, such as temporary sediment basins or other Best Management Practices shall be configured to maximize sediment removal. If discharge towards resource areas cannot be avoided, it shall be via a maximized distance of overland upland sheet flow unless the HCC approves an alternative in advance. The PPESC Monitor shall review and approve all dewatering methods prior to implementation.
49. Topsoil, other soils, stumps, slash, timber, construction materials, debris, or other waste products shall not be deposited, stored, or otherwise accumulated within 100' of a wetland resource area or within land subject to flooding, unless approved in advance by the HCC.
50. Covered dumpsters shall be maintained on site for appropriate materials. The Applicant shall conduct routine litter pick-ups throughout construction to prevent trash and loose, man-made debris from entering the resource areas and buffer zones.
51. All pumps, drilling machines, and their surrounding areas, whether used for dewatering or other purposes, shall be properly contained to limit the potential for environmental impacts due to fuel leakage, pump leakage, or other failures.
52. Refueling of equipment shall not be done within 100' of a wetland resource area. Fuel, oil, or other potential pollutants shall not be stored within 100' of a wetland resource area.
53. Equipment shall not be staged overnight within 100' of a wetland resource area.
54. Any spills of hazardous materials, including but not limited to diesel fuel and hydraulic oil, shall be appropriately and promptly cleaned up. The Applicant shall notify Federal, Commonwealth, and/or Local agencies of such spills as may be applicable by law. The Applicant or PPESC Monitor shall notify the HCC, within one hour, of any spills within wetland resource areas or buffer zones. Onsite emergency spill kits shall be available at all times.
55. The Applicant shall ensure a hazardous materials spill containment kit is maintained on site at all times throughout construction. The kit shall be appropriately sized for the cumulative volumetric capacity of hazardous fluids contained by equipment on site at any one time.

#### **STORMWATER**

56. As requested by the City of Haverhill Water Division, the applicant shall not directly discharge stormwater into Lawrence Street. Runoff may sheet flow across the lot as currently designed.
57. As proposed by the Applicant, all roof runoff shall be collected from the proposed house and directed to the proposed roof runoff recharge systems to provide groundwater recharge. The system shall be equipped with overflows for protection during periods of heavy rainfall. The system used shall meet the design criteria

outlined in the DEP/MCZM Stormwater Technical Handbook. Prior to the installation of the proposed roof runoff recharge systems, the Applicant's engineer shall ensure there is a minimum of a 2' separation between the seasonal high groundwater elevation and the bottom of the proposed systems. Should insufficient groundwater separation or poor soil infiltration conditions be found, the Applicant shall submit a revised roof runoff recharge system design.

58. The final locations and discharge points of all proposed perimeter, under, trench, and/or curtain drains shall be subject to the approval of the HCC. Every effort shall be made by the Applicant to apply such drains in a manner that shall mimic pre-construction groundwater flow patterns.
59. Every effort shall be made to grade the project driveway in a manner that allows runoff to flow off the sides of the driveway, encouraging infiltration.

#### **OTHER CONDITIONS**

60. If any unforeseen problem occurs during construction, which affects any of the eight statutory interests of the Wetlands Protection Act, M.G.L. Chapter 131, Section 40, upon discovery, the Applicant shall notify the HCC and an immediate meeting shall be held between the Commission, the Applicant, the engineer, contractor, and other concerned parties to determine the corrective measures to be employed. The Applicant shall then act to correct the problems using the corrective measures agreed upon.
61. Upon completion of the project, the Applicant shall request a Certificate of Compliance from the Commission and shall submit the following information with the request in both paper form and in an electronic form found acceptable to an HCC Official:
- a) A written statement by a professional engineer registered in the Commonwealth of Massachusetts certifying compliance with the approved plans referenced above and this OOC and setting forth deviations, if any exist.
  - b) Two sets of as-built site plans prepared by a registered land surveyor or registered professional engineer showing grades, utilities, drainage systems, building footprint and detailed landscaping (i.e. all wetland resource areas, limits of work, etc.). These plans shall include the date(s) of fieldwork and shall be prepared in accordance with the "Plot Plan Standards" of the HCC Policy - P2000-02 "Occupancy Permit Checklist Endorsement".

#### **ONGOING CONDITIONS**

Certain conditions are ongoing and do not expire upon the completion of the project or the issuance of a Certificate of Compliance. These conditions shall remain in effect after the issuance of a Certificate of Compliance for the project and shall be referenced in the chain of title for the property. These conditions are:

62. The Property Owners shall ensure that a record of at least one copy of all the plans and documents referenced in this Order of Conditions, the subsequent Certificate of Compliance, all Modifications to the Order and their relevant revised plans and/or documents is maintained at all times. This information shall be made available for use by the Owner in its implementation of the activities discussed within and by the Haverhill Conservation Commission ("HCC") during any inspections that may be necessary.
63. The Property Owners shall maintain the permanent stability of this site to prevent the erosion of materials into the stormwater BMPs or the wetland resource areas.

64. The Property Owners shall maintain the roof runoff recharge system in accordance with the intent of the maintenance criteria outlined in the Stormwater Technical Handbook, prepared by the Department of Environmental Protection and Office of Coastal Zone Management, to ensure their continued functions.
65. The City of Haverhill reserves the right to schedule an annual inspection with the property owner as part of an operation and maintenance program to inspect the roof runoff recharge system for proper function and maintenance.
66. The HCC reserves the right to enforce any and all restrictions and/or requirements established for this property within this OOC under the enforcement powers of the City's wetlands protection ordinance, Municipal Ordinance Chapter 253.
67. Plowed snow on the site shall be placed on pervious surfaces whenever possible to allow slow infiltration to occur. Should the amount of snow on site be excessive and be proposed for removal from site, then it shall be disposed of in accordance with the Department of Environmental Protection - Bureau of Resource Protection's "Snow Disposal Guidelines".
68. When de-icing is proposed, alternative compounds such as calcium chloride ( $\text{CaCl}_2$ ) and calcium magnesium acetate (CMA) shall be considered for use.
69. Pesticides, herbicides, and fungicides shall not be used within 100' of any wetland resource area for the purpose of lawn maintenance.
70. Fertilizers utilized for landscaping and lawn care within this property shall be slow-release, low-nitrogen, organic-based types and shall not be used within 30' of any wetland resource area.
71. No future disturbance, except for hazard tree removal and edge maintenance pruning, shall occur within the 100' Buffer Zone identified on the referenced site plan without the approval of the Haverhill Conservation Commission. Should the Applicant or Property Owner propose the removal of any of the three trees along the lot's frontage, shown on the referenced site plan along Lawrence Street, the cut trees shall be replaced at a ratio of 1:1. Replacement trees shall be native species and shall be planted in locations unaffected by the existing overhead utility lines.
72. The Property Owners shall conduct routine litter pick-ups on the site to prevent debris from entering the resource areas and buffer zones.
73. All exterior lighting associated with this project shall be directed away from the wetland resource areas.
74. There shall be no unprotected storage of deleterious or hazardous materials (such as auto parts, debris, oil drums, batteries, car washing fluid, etc.) allowed on site.

Consent

I, Carlo Bracci of 81 Hamilton Avenue, Haverhill, Massachusetts, as present owner of the real property located at the corner of Lawrence Street and Marshland Street in Haverhill, Massachusetts, hereby consent to the filing by Stephen Franciosa of an application to build a structure within five hundred (500) feet of Round Pond.

Carlo Bracci  
Carlo Bracci

11/07/2016  
Date

2016DEC09AM11:11AM CTHC

**CITY COUNCIL**

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



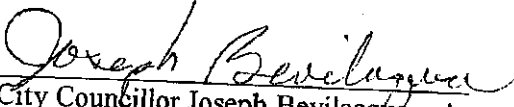
**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

19.1  
CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycncl@cityofhaverhill.com

December 16, 2016

TO: Mr. President and Members of the City Council

Councillor Joseph Bevilacqua requests to introduce Tim Cleary regarding the Haverhill Elks Hoop Shoot.

  
City Councillor Joseph Bevilacqua

**CITY COUNCIL**

JOHN A. MICHITSON  
*PRESIDENT*  
MELINDA E. BARRETT  
*VICE PRESIDENT*  
ANDRES X. VARGAS  
MICHAEL S. MCGONAGLE  
JOSEPH J. BEVILACQUA  
COLIN F. LEPAGE  
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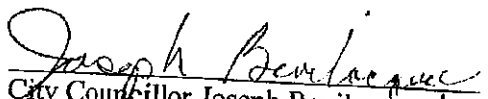
**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

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

December 16, 2016

TO: Mr. President and Members of the City Council

Councillor Joseph Bevilacqua requests a discussion regarding the future closing of Basilere Bridge for reconstruction and alternative access from and to Bradford.

  
City Councillor Joseph Bevilacqua *LC*



DOCUMENT

## CITY OF HAVERHILL

In Municipal Council

ORDERED:

**A RESOLUTION TO FILE AND ACCEPT GRANTS WITH AND FROM  
THE COMMONWEALTH OF MASSACHUSETTS,  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS FOR THE  
PARKLAND ACQUISITIONS & RENOVATIONS FOR COMMUNITIES (PARC) PROGRAM  
FOR IMPROVEMENTS TO CASHMAN FIELD**

Whereas: Cashman Field is by and far a community-wide asset and the preservation and improvements to this public facility are a City priority as evidenced in the most recent Open Space and Recreation Plan; and  
Whereas: Cashman Field is dedicated to park and recreation purposes under M.G.L. Chapter 45, Section 3; and

Whereas: Cashman Field's ultimate restoration, guided in principal by the Open Space and Recreation Plan, will greatly enhance this facility with improved infrastructure, irrigation, site lighting, universal access, etc.; and

Whereas: The main focus of this project is to increase the use, field conditions, safety and amenities of Cashman Field. This overall cost and fiscal budget constraints prevented the City from proceeding forward with implementation as one project; and

Whereas: The Cashman Field Renovation and Enhancements project was instead to be implemented over time, by priority as fiscal resources were available, with the intention of securing grant funding, when and if available, to assist in this effort; and

Whereas: The Executive Office of Energy and Environmental Affairs (EEA) is offering reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00); and

Whereas: The Cashman Field Renovation and Enhancements Project will cost a total of \$235,000 (Two hundred thirty-five thousand dollars), and the City has allocated \$235,000 from a combination of unused Capital funds, Community Development Block Grant funds and Chapter 90 funds for the project;

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Mayor be and is hereby authorized to file and accept grants from the Executive Office of Energy and Environmental Affairs; and
2. That the Mayor be and is hereby authorized to take such other actions as are necessary to carry out the terms, purposes, and conditions of this grant to be administered by the City of Haverhill Parks and Recreation Department; and
3. That this resolution shall take effect upon passage.

2018DEC180410124047-CITYC

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL  
MASSACHUSETTS**

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

December 15, 2016

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

Dear President Michitson and Members of the City Council:

I am attaching the following resolution for acceptance of a Parklands Acquisition and Renovations for Communities (PARC) grant from the Commonwealth of Massachusetts' Executive Office of Energy and Environmental Affairs. This grant will provide reimbursement to the City of up to \$127,160 for our proposed Cashman Field Renovation and Enhancements project.

This represents yet another important investment in our community from the competitive PARC grant program, which has done so much to improve our parks, open space, playgrounds, riverfront access and stadium. I want to acknowledge and commend our State delegation, most notably Representative Brian Dempsey, for support of this application and continued support of our PARC program projects.

With your approval, I am excited to bring upgrades to Cashman Field in 2017. I met with neighborhood residents on Hilldale Avenue over the summer and their input helped drive this grant submission.

It was apparent during the drought that more needed to be done with the field in terms of irrigation and new dirt infields, and this project will do that. Moreover, a playground was requested for the many young children and parents in this area who cannot get to Swasey Field on foot very easily, and this project will do that. Local youth constructively gave me great feedback about the need to fix up and enhance the City's main skateboard park, and this project will do that. Residents desired to include a walking path to make it easier to exercise, to get across the field and access the Little River and skate park in the back, and this project will do that. Neighbors described the need to fix fencing, add security cameras, trees, lighting, trash barrels and benches, and this project will do these things. ADA accessibility and signage will also be addressed.

Along with the new concrete sidewalks we installed in 2016 along Hilldale Avenue, this project represents a great neighborhood improvement in this gateway area. All told, the project represents a \$235,000 investment in this park and in this neighborhood. Of the \$187,000 in grant eligible costs, the City will be reimbursed 68% or \$127,160. The City has already used Chapter 90 funds for the sidewalks, and will use Community Development Block Grant (CDBG) funds and unused capital funds for any remaining non-reimbursed amounts.

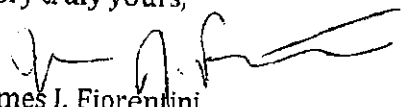
As per the State grant guidelines, the City Council must agree to appropriate the full amount of the project before the end of 2016 in order to qualify for State reimbursement. Therefore, your immediate action on this matter is appreciated.

Design and planning would occur in this Fiscal Year, whereas construction activity would occur after July 1, 2017 (Fiscal Year 2018). This project is anticipated to be completed by the end of 2017.

I am pleased to undertake another transformative enhancement to one of our parks and add another playground to our city. This project builds off a recent legacy of such notable parks and recreations improvements around the City.

I strongly recommend immediate approval,

Very truly yours,



James J. Fiorentini  
Mayor

**Parkland Acquisitions and Renovations for Communities (PARC) Grant Program  
Application Form FY 2017**

*Please do not reformat this form – use the fillable pdf form*

*Please print double-sided*

*Please fasten application package with a binder clip, no three-ring or plastic binders!*

1. **Municipality:** City of Haverhill  
**Population:** 61,769
2. **Project Name:** Cashman Field Renovation and Enhancements  
**Type of Project:**  
☐ Acquisition – acreage ☐ New development ☒ Renovation of existing park  
**Project address:** 151-191 Hildale Avenue, Haverhill, MA 01832  
**Project acreage:** 4.81
3. **Contact Person:** Vincent Ouellette, Parks and Recreation Director  
**Agency:** City of Haverhill Parks Department  
**Address:** 10 Welcome Street  
Haverhill, MA  
**Zip:** 01830  
**Telephone:** (978) 374-2388 **Fax:** (978) 521-2626  
**Email:** vouellette@cityofhaverhill.com

**Please note:** the contact person is the official representative for this project as authorized under item #15(b) of this application, usually not the chief municipal officer.

4. **Briefly describe the project on TWO attached pages.** Use the PARC Rating System as an outline for the description, as well as the items bulleted below, to ensure the maximum score possible for your project.
  - a.) Acquisition Projects:
    - site location – directly serves Environmental Justice population and/or site's distance to the nearest park
    - rare species (include letter from NHESP) (to determine if NHESP must approve site plans)
    - historic or archaeological resource (include letter from MHC) (to determine if MHC must approve site plans)
  - b.) Development or Renovation Projects:
    - describe facilities being developed (please note projects that require a significant amount of tree removal will not be looked at favorably)
    - describe community needs, including park equity/need in this neighborhood
    - new acres dedicated as parkland
  - c.) All Projects:
    - directly serves an Environmental Justice population or area of the community that lacks park resources (show on map)
    - how many seasons the site is available, the number of age groups that are able to use site
    - how the needs of people with disabilities have been incorporated into the project's design (projects that have gone above and beyond to incorporate these needs will be reviewed most favorably)
    - water-based recreation (include linear footage of bordering water resource)
    - how the project's design incorporates climate resiliency, including the number of trees that will be planted at the park
    - fiscal or future maintenance cooperation with any other governmental agency (state, federal, county), private nonprofit, local business, etc.
    - consistency with any nearby State Priority Development or Preservation Areas as shown on the South Coast Rail Corridor Plan, Merrimack Valley Land Use Priority Plan, 495/ MetroWest Development Compact Plan, Metro North Plan, or CMRPC Plan
    - environmental education/interpretive services planned for site
    - regional or statewide facility (communities applying in these categories should submit a Usage Report)
      - accessible via public transportation (within a 1/2-mile walk)
      - parking for 100 (or more) vehicles

### 5. Proposed Funding:

The PARC program is a **reimbursement** program. Grant recipients are reimbursed after invoices have been paid. The **total project cost must be raised or appropriated by the municipality shortly after project approval if it has not already been appropriated.** Costs incurred prior to grant approval and contract execution are ineligible, including design costs. Force account labor, volunteer hours, and donations are also ineligible. Refer to PARC regulations (Section 5.07) for eligible cost details. Sample budget can be found in Attachment E.

Total Eligible Project Cost:

\$ 235,000.00

PARC Request:

\$ 127,160.00

(52-70% of total project cost based on Equalized Valuation Per Capita, can be found on DCS web page, maximum of \$400,000)

Municipal Share:

\$ 100,340.00

(Community Development Block Grant via federal or local government sources, Community Preservation Act, etc., please specify in narrative)

Other:

\$ 7,500.00

(i.e. private donation to community, fund raising, etc. Note that any donations for the project must be put into a municipal account earmarked for the project as EEA can only reimburse on a canceled municipal check.)

(PARC Request + Municipal Share + Other = Total Eligible Project Cost)

### Attach a one page description of the proposed project budget including:

The source of all local funding including donations and Community Preservation Act (CPA) funds.

- Description of the details of any donation, if applicable (be sure these funds are gifted to the community and earmarked for the project).
- Description of any other sources of funding including federal, state, municipal, or nonprofit organizations. List these partners and describe their contribution. Not all sources of state and federal funds are compatible with every DCS grant program.
- Budget should be broken into two distinct fiscal years for renovation and development projects – FY 17 costs associated with design, FY 18 costs associated with construction. Please note that PARC grants cannot reimburse municipalities for design costs only.

**6. Project Type:** Please indicate type of project, refer to the program's regulations for definitions (Sec 5.03) and to the list of required attachments found at the end of this application form to substantiate any "yes" answers. Indicate here whether:

☒ Your municipality is an urban population center (city of any size or town with 35,000 or more residents)

☐ Your project qualifies as a regional or statewide project (town with 35,000 or less residents whose proposed project has public transportation access and/or over 100 car parking) (submit a Usage Report)

☐ Your project qualifies as a "small town" project (town with 35,000 or less residents) – please note that these applications will be competing amongst themselves in a separate pool for \$250,000

☐ Your municipality is on Cape Cod or the islands (eligible for \$400,000 grant award maximum)

### 7. Community Preservation Act

Has your community passed the Community Preservation Act?

☐ Yes

☒ No

If "yes", please note that successful grant applicants that have purchased real property interests for open space or recreational purposes using money from the Community Preservation Fund must have all conservation restrictions required by Section 12 of Chapter 44B approved by the Secretary of Energy and Environmental Affairs and recorded prior to receipt of final project reimbursement from the Executive Office of Energy and Environmental Affairs. Also, any communities that have acquired land through the Cape Cod Land Bank must show CRs as well (for file records only).

8. Describe outstanding leases, restrictions or other rights or interests held by others in the project site and enclosed copy of the same (for file records only).

N/A

9. Is the property permanently dedicated for park, playground, or recreation purposes (MGL Chapter 45, Section 3 or 14)? If not, please submit draft dedication language for DCS review as all PARC projects must be dedicated for park, playground, or recreation purposes.

☒ Yes

☐ No

10. Are fees currently charged or proposed for this facility? If yes, please attach a copy of the fee system. Charging fees is allowed subject to DCS approval. If applicant is awarded a grant, the site cannot be restricted to municipal residents only. If fees are charged based on residency, fees for nonresidents are subject to Section 5.08(3) of the PARC regulations (for file records only).

☐ Yes (copy attached)

☒ No

#### 11. Municipal Open Space and Recreation Plan

Describe how your project meets the recommendations in your current Open Space and Recreation Plan. To receive points in this category, you must cite specific goals, objectives, and/or actions from the Action Plan and the associated page number references. If we already have a copy of your plan, there is no need to submit another copy.

	Goal, objective, or action plan item from current OSRP	Page #
1	3.b) "Eliminate graffiti, vandalism and litter from City's public spaces"	97
2	3.e) "Increase number of benches and shade tree plantings"	98
3	4.a) "develop a sustainable routine maintenance plan" for existing facilities	98
4	5.c) "Improve and standardize recreation signage throughout City park system"	100
5	7.b) "Create pedestrian and boat access opportunities along the Little River"	103
6	7.e) "Continue to improve handicapped accessibility/opportunities at public parks"	103-4

#### 12. Statewide Comprehensive Outdoor Recreation Plan

Describe how your project advances the Goals and Objectives (Chapter 5) in the Statewide Comprehensive Outdoor Recreation Plan. It can be found online at <http://www.mass.gov/eea/docs/eea/dcs/scorp-2012-final.pdf>.

This proposal advances the goals of the Statewide Comprehensive Outdoor Recreation Plan (SCORP) as follows:

- The proposed walking/cycling path 'increases the availability of trails for recreation' (SCORP Goal #1);
- The project 'invests in (a) recreation area that is close to home for short visits' (SCORP Goal #3), as it is in a densely-settled urban residential and manufacturing area, near a large percentage of city residents; the tot lot proposed is another example of providing short-term recreation;
- The enhanced skateboard park and walking/cycling tracks are examples of a park that 'can be enjoyed with the mode of transportation that was used to access the site' (SCORP Goal #3);
- The project 'invests in racially, economically and age diverse neighborhoods' (SCORP Goal #4), especially given the focus on youth, teens, toddlers, elderly/disabled and public housing residents.

### 13. Enhanced Outreach to Environmental Justice Populations

Describe how Environmental Justice populations in your community (or neighboring communities) were able to participate in the public design process. Please include any flyers, mailings, etc. that were distributed to the community and list here where they were distributed.

After public input for the City's Community Development Annual Plan to HUD, the need for public improvements in the Hilldale/Broadway EJ area were made clear. The desire for an improved Cashman Field was broached at a meeting with Haverhill Housing Authority residents and the Mayor. This led to an invitation to a neighborhood meeting held on June 30, 2016 with the Mayor and representatives from the Parks and Community Development Departments. Fliers and automated calls were made to notify neighborhood residents of this meeting (a copy of the flier is attached). Over a dozen HHA and other residents, along with another 6-8 youth, provided feedback about various Cashman Field needs and desired improvements, forming the basis of this proposal. This led to an official vote on 7/11 of approval by the Parks Commission.

### 14. Check the following if applicable to project (for file records only):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Prime agricultural lands (see Ex. Order #193)   |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Cultural, historic, archeological site: Contact MA Historical Commission (617) 727-8470   |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Endangered species habitat: Contact MA Natural Heritage Program (508) 389-6300  |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Environmental intrusion, i.e. overhead power lines (must be buried), safety hazards   |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Brownfield - 21E evaluation   |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Located in the State Priority Preservation Area as shown on the South Coast Rail Corridor Plan, Merrimack Valley Land Use Priority Plan, or the 495/MetroWest Development Compact Plan, Metro North Plan, or CMRPC Plan |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Environmental Justice population (see EJ data viewer at <a href="http://maps.massgis.state.ma.us/map_ol/ej.php">http://maps.massgis.state.ma.us/map_ol/ej.php</a> )   |

### Acquisition projects only

☐ Yes ☐ No Acquisition involving relocation of residents, tenants, or businesses

Do you have a Purchase and Sales Agreement or Agreed Price?

☐ Yes ☐ No

If yes, amount:

\$ \_\_\_\_\_

Is Clear Title available?

☐ Yes ☐ No

If no, is an eminent domain taking anticipated?

☐ Yes ☐ No

If yes, proposed pro tanto award amount:

\$ \_\_\_\_\_

Note that if clear title is not available, the community may decide to acquire the property by a friendly taking (eminent domain) process to clear the title. It is best to know if there is a potential title problem as soon as possible since this can complicate the acquisition process.

### Appraisal Report #1

Valuation: \$ \_\_\_\_\_

Appraiser: \_\_\_\_\_

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

### Appraisal Report #2 (if needed) (see section 2B for details)

Valuation: \$ \_\_\_\_\_

Appraiser: \_\_\_\_\_

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

### 15. Check if the following permits are required (for file records only):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | U.S. Army Corps of Engineers (404 or Rivers and Waterways)   |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | MA DEP Division of Wetlands & Waterways (617) 292-5518       |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | U.S. Coast Guard   |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | U.S. Dept. of Agriculture (Zoos)                             |
| <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | C. 131 s. 40 Wetlands (municipal conservation commission)    |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | MEPA Review (301 CMR 11.00: MEPA Regulations) (617) 626-1020 |

### IMPORTANT NOTICE

If any of the above permits are required, the permit or application for the permit must be submitted. Should the project be selected for funding, the permit will be required as part of the final application.

16. Attach certification of:

- a. The **Chief Executive Officer's legal authorization to execute contracts**. This is a resolution, motion, or similar action that has been duly adopted or passed as an official act of the community's governing body that authorizes the filing of the applications, including all understandings and assurances contained therein by the signatory, usually a page from the town/city charter will satisfy this requirement (this is not a DCS form to be completed); and
- b. Authorization from chief municipal officer identifying individual named on the first page of this application who acts as official of municipality in connection with the application and who will provide such additional information as may be required (See Urban Self-Help Regulations 5.04:(6)).

7/13/16  
Date

[Signature]  
Signature of Chief Municipal Officer

James J. Fiorentini, Mayor

Name and Title (Typed)

7th 2-year term (expiring 1/1/18)

Duration of Term

Mailing Address: Haverhill City Hall- 4 Summer Street

Haverhill, MA 01830

Telephone:

(978) 374-2388

## PLEASE LABEL ALL ATTACHMENTS

### **REQUIRED ATTACHMENTS** (applications that are missing these items will not be accepted)

- ☒ **Municipal Open Space and Recreation Plan**, if not already approved and on file at DCS. Plans are approved by DCS for up to seven years of eligibility in DCS grant programs. Community is not eligible to apply without an approved plan, or submission of a draft plan. (If we have it on file, do not send another copy.)
- ☐ **Acquisition Projects – Appraisal report(s)** as required by DCS. See Section 2B for more details.

### **RECOMMENDED ATTACHMENTS** (use as a checklist) (provides details to information requested and assists in project evaluation)

- ☒ **Project Description** (application item #4) and **Budget Details** (application item #5), including a breakdown of how much is needed for design costs in FY 17 and construction costs in FY 18. Please note that funds not used in FY 17 do not roll over into FY 18. A sample budget can be found in Attachment E.
- ☒ **Development & Renovation Projects – Site Development Plans and Cost Estimates.** Services of a professional design firm are recommended for renovation and development projects. Costs incurred prior to the signing of a state standard contract are NOT eligible for reimbursement. Site Development Plans and Cost Estimates should show the number of trees that will be planted at the site. Projects that propose removing significant numbers of trees will not be looked at favorably.
- ☒ **Boundary Plan of Site** (Survey or Plot Plan with adequate metes and boundary descriptions). The boundary plan submitted with the project application becomes the permanent protected boundary for the site and must be legally sufficient to identify the land to be protected. A registered survey plan with deed references or assessor's map with block and lot number are acceptable.
- ☒ **USGS Locust Map** showing outline of project site, proximate Priority Development and Preservation Areas as shown on the South Coast Rail Corridor Plan, Merrimack Valley Land Use Priority Plan, 495/MetroWest Development Compact Plan, Metro North Plan, or CMRPC Plan, any adjacent or nearby public or quasi-public parkland, and EJ populations in project site area. Please include the park boundaries on the map (do not just use a point). See Attachment F for a sample.
- ☒ **Evidence of public meeting on proposed project to EJ population(s)** (copy of actual posted announcement). Post notices with tenants associations, in local grocery stores, or with Community Development Corporations in languages that are appropriate for the population. Please look at EEA's Environmental Justice Policy online at <http://www.mass.gov/eea/agencies/massdep/service/justice/#2> to ensure proper outreach procedures in EJ populations.
- ☐ **Usage Report only** if your project is Regional or Statewide (Attachment C).
- ☐ Certified copies of the following **municipal votes** (or draft warrant article or city council order, as necessary). Refer to the Sample Municipal Vote, which is included in the application package, for guidance. **PARC grant manager MUST review municipal vote prior to Town Meeting or City Council Meeting.**
  - ☒ Copy of municipal vote accepting the Park Commission (M.G.L. c.45 s.2) **AND** its current appointments.
  - ☐ Municipal vote authorizing application; raising, borrowing or appropriating the total project cost (application item #5); and dedicating land to park, playground, or recreation purposes (application item #9).
- ☒ Copy of property **deed** confirming municipal ownership and dedication to park, playground, or recreation purposes.
- ☐ **Other State Agency Review** – If it is not possible to include their response in the application package to DCS, attach a copy of your cover letter requesting their input.
  - ☐ All applicants must request comments from the Massachusetts Natural Heritage & Endangered Species Program (NHESP) on the presence or absence of rare species listed under the Massachusetts Endangered Species Act (MESA) on or near the proposed land acquisition or park project. To request comments, please send a letter or email to Lynn Harper, Habitat Protection Specialist, Natural Heritage & Endangered Species Program, DFV, 1 Rabbit Hill Road, Westborough, MA 01581, or to [Lynn.Harper@state.ma.us](mailto:Lynn.Harper@state.ma.us). The letter or email should include a brief description of the acquisition or project, and a map of the acquisition or project location. There is no charge for this comment letter.

- ☐ **Massachusetts Historical Commission:** Send the MHC a PNF (<http://www.sec.state.ma.us/mhc/mhcdp/pnf.pdf>) with a photocopy of the USGS locus map with the property boundaries clearly indicated, smaller-scale property maps if available, and a cover letter to include information about any known historic or archaeological sites. Send this certified mail, return receipt requested, so that you know when it was received. MHC will review and comment to DCS (and copy the applicant) within 30 days of receipt. There is no need to telephone or email the MHC. See these webpages for any questions: <http://www.sec.state.ma.us/mhc/mhcdp/pnfguide.pdf> and <http://www.sec.state.ma.us/mhc/mhcrevcom/revcomcdx.htm>.

**ATTACH SUPPLEMENTARY DOCUMENTS IF APPLICABLE TO THE PROJECT**

- ☐ Copies of current leases, restrictions, or other rights or interests held by others in the property.
- ☐ Fee schedule.
- ☐ Any necessary permits or applications for permits.

**If grant is awarded to the community, the following will be required of CPA communities:**

Evidence of recorded Conservation Restriction(s) as required in Section 12 of Chapter 44B if applicant is a Community Preservation Act community.

**Section 12 of the Chapter 44B Real property interest; deed restriction; management**

(a) A real property interest that is acquired with monies from the Community Preservation Fund shall be bound by a permanent restriction, recorded as a separate instrument, that meets the requirements of sections 31 to 33, inclusive, of chapter 184 limiting the use of the interest to the purpose for which it was acquired. The permanent restriction shall run with the land and shall be enforceable by the city or town or the commonwealth. The permanent restriction may also run to the benefit of a nonprofit organization, charitable corporation or foundation selected by the city or town with the right to enforce the restriction. The legislative body may appropriate monies from the Community Preservation Fund to pay a non-profit organization created pursuant to chapter 180 to hold, monitor and enforce the deed restriction on the property.

(b) Real property interests acquired under this chapter shall be owned and managed by the city or town, but the legislative body may delegate management of such property to the conservation commission, the historical commission, the board of park commissioners or the housing authority, or, in the case of interests to acquire sites for future wellhead development by a water district, a water supply district or a fire district. The legislative body may also delegate management of such property to a nonprofit organization created under chapter 180 or chapter 203.

4) Despite the ravaging effects of the largest municipal debt load in the history of the Commonwealth (source: MA Department of Revenue), due to the sale of the formerly city-owned Hale Hospital, the City of Haverhill has moved aggressively forward to renovate its recreational facilities over the past decade. Extraordinary prior State assistance has greatly facilitated these endeavors. A special focus has concerned the renovation and/or addition of recreational facilities and parks that serve residents of Haverhill's lower-income, densely settled Environmental Justice neighborhoods. In this spirit, the City proposes a renovation and enhancements plan for historic Cashman Field, located in the HUD-designated Target Area and EJ neighborhood of lower Hilldale/Broadway area in Census Tract 2607.

Cashman Field is located along Hilldale Avenue, a main north-south arterial roadway that connects the urban center of the City with the rural New Hampshire border. The city's largest tributary to the Merrimack River, the Little River, runs alongside the park directly to the east. Across the Little River are the B&M Railroad tracks that carry Amtrak's DownEaster to Maine. Adjacent to these tracks is one the city's largest pending brownfields redevelopment, the Pentucket Mills redevelopment. To the west across Hilldale Avenue is situated the Brookside Apartments, which contain 68 units of public housing operated by the Haverhill Housing Authority. Directly southwest of the site is National Grid's Hilldale Avenue 1mw solar generation facility, one of Massachusetts' largest solar farms in a densely settled urban neighborhood, located on a former manufactured gas plant site. Cashman Field was a recipient of a piece of a multi-site FY2010 PARC grant that provided a waterless restroom and maintenance shed to the site, which has been well received and utilized. This grant also provided design for a canoe launch on the Little River. Cashman Field represents precious open space in this urban area.

Cashman Field currently features two Little League diamonds, some riverfront open space, a basketball court recently resurfaced with Community Development Block Grant (CDBG) funding, and the City's only established skateboard park. The site is open to the public and free to all users, residents and non-residents alike. However, as the City's focus shifted to the refurbishment of other park facilities and amenities, the users of Cashman Field have seen conditions deteriorate with constant use and age. The site has no playground for toddlers, worn and browned grass, limited handicapped accessibility and has suffered from some vandalism.

The motivation for this application originated with community feedback. Residents of the Hilldale/Broadway area, including public housing residents expressed a desire for more equitable amenities in their neighborhood. While nearby Swasey Field is a jewel, it sits atop a hill in a separate neighborhood—Mount Washington.

This 'ground-up' proposal provided an interesting opportunity to partner with National Grid to simultaneously offset and promote their addition of a 1-megawatt solar farm adjacent to Cashman Field. Installation of this solar facility reused an old brownfields site, but it eliminated a number of street and neighborhood trees that threw shade over the site. This proposal seeks to return more trees to reduce 'heat

island effects' in the neighborhood. At the same time, this solar farm represents one of National Grid's most accessible such locations in which to conduct field trips, etc. This proposal will establish Cashman Field as the 'trailhead' for groups that already visit the site, with appropriate educational signage.

The City is already committed to repaving with its Chapter 90 highway funds the concrete sidewalks along Cashman Field and the Housing Authority property. Similar work has already been done along the Head Start facility just north of the site. Likewise, the City has plans with National Grid to install a pole and timed-light to illuminate the skateboard park and ballfield to increase usage. These activities comprise part of the overall project, but are not part of the grant request.

As the skateboard park has aged and worn, many skateboarders have taken to using less appropriate areas downtown and elsewhere. By refurbishing this existing skateboard facility, it is hoped to return users to this site. Vandalism near the skate park tore down the existing fencing that separates the park from residences to the north. It also provides access to an overgrown area in which illicit activity has routinely occurred. Repairing this fencing, adding lighting and installing cameras will diminish such behavior, reclaiming the park for local youth and neighbors.

The City seeks to increase the accessibility and appeal of the park to all users. This proposal will address community demand for a toddler playground or playscape with safety surfacing, at an appropriate distance from the skateboard park. This play area would benefit the nearby Head Start classroom on Hilldale Avenue. This plan will also increase accessibility for elderly and disabled neighbors who cannot negotiate the sidewalks without proper curb cuts. This proposal will create a pedestrian loop around the ballfields in the park to minimize interference during ball games as well as giving users and neighbors a safe place to walk or bicycle. Better signage to indicate the presence of on-street parking, as well as handicapped parking striping on Hilldale Avenue, will likewise increase park usage. Safer crosswalks to the public housing and Head Start center across the street are needed.

Design will incorporate features to capture run-off and groundwater; however, some amount of irrigation is needed to keep the field from being lost due to droughts. Cashman's brown fields and bumpy turf have made it an undesirable choice for local leagues. Other areas for activities such as soccer have also not been utilized due to poor field conditions. Likewise, the lack of painted lines on the basketball court have been cited by neighbors and youth as a negative feature.

The Merrimack Valley Priority Growth Strategy embraces and supports smart growth, and this plan supports many of these principles, including: "creating walkable neighborhoods as desirable places to live, work, learn and play;" "fostering distinctive, attractive communities with a strong sense of place;" and "preserving open space, farmland, natural beauty, and critical environmental areas." This proposal achieves these objectives for the benefit of this neighborhood and the community at large.

# **5) PROPOSED PARC BUDGET** **Cashman Field Renovation and Enhancements**

**Total Project Cost:** **\$235,000**

**PARC Request:** **\$127,160**

**Municipal Share:** **\$100,340**

**Other:** **\$ 7,500**

**Budget Breakdown:**

<b>Project Element</b>	<b>Cost</b>
Design—FY17	\$15,000
<b>Design Subtotal—FY 2017 Total</b>	<b>\$15,000</b>
New Tree Planting	\$ 4,500
New Playground/Playscape	\$39,000
Irrigation	\$11,000
Infield Restoration (2)	\$20,000
Skateboard Park Upgrades	\$45,000
Walking Path	\$30,000
Trash/Recycling Barrels	\$ 1,500
Fencing Repair	\$ 5,000
Backstop Repair	\$ 2,500
Basketball Court Painting	\$ 3,000
Signage	\$ 1,000
Construction Administration	\$ 5,000
ADA Sidewalk Curb Cuts	\$ 4,500
<b>Construction Subtotal—FY2018 Total</b>	<b>\$172,000</b>
Hilldale Avenue Sidewalk Concrete Repair	\$22,000
Security Cameras	\$12,500
Benches	\$ 6,000
Solar Farm Education Panel	\$ 500
Light poles/ lighting	\$ 7,000
<b>Other Non-PARC Project Elements (FY18)</b>	<b>\$ 48,000</b>

### BUDGET NARRATIVE

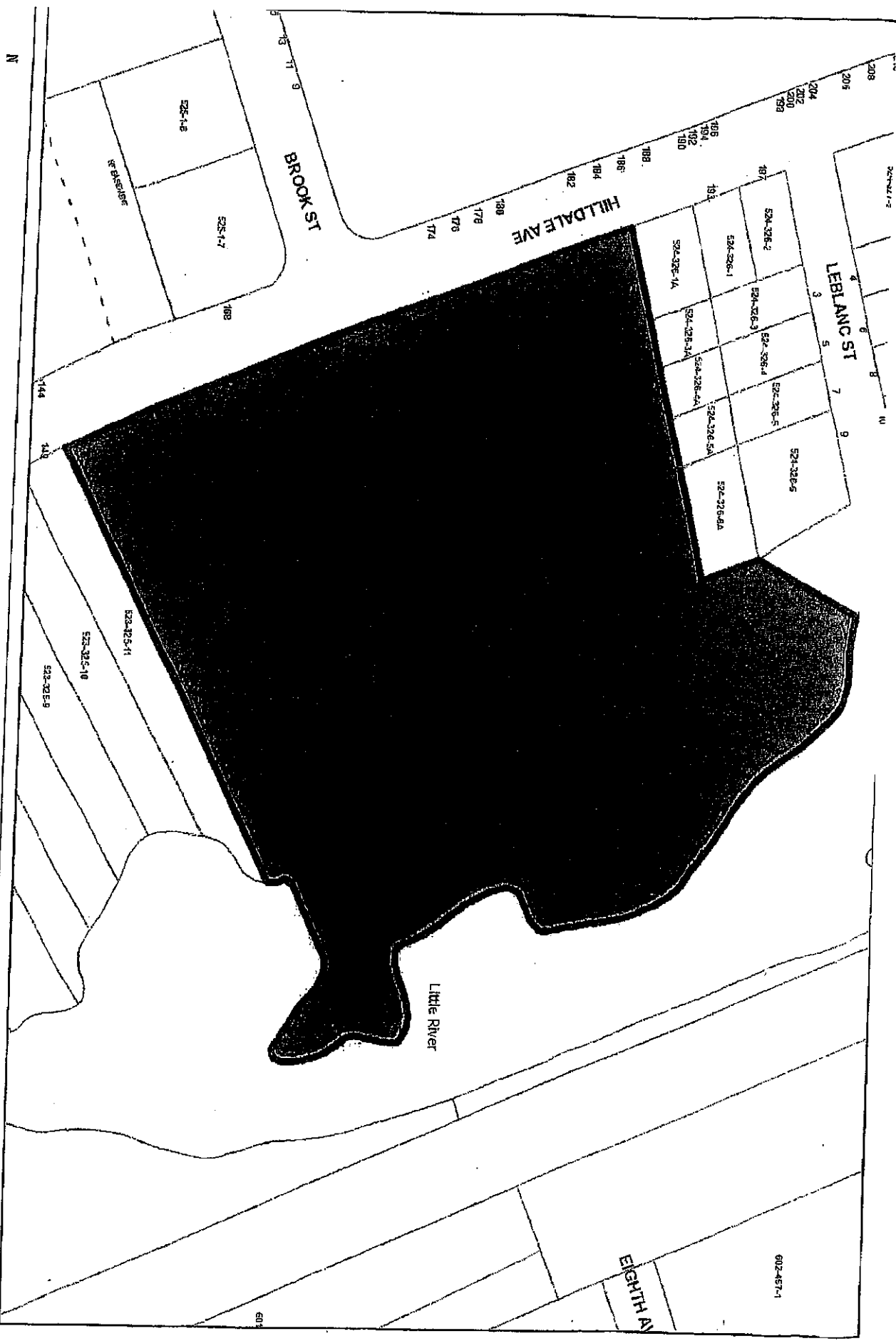
The Cashman Field Renovation and Enhancements Project seeks State funding primarily for estimated construction costs of eligible items, including the following:

- Tree planting around the proposed playground, benches and other areas (10 new trees estimated at \$450/each = \$4,500)
- New playground with surfacing (estimated at \$39,000 based on recent children's installations);
- Irrigation system and water cannons to reach both outfields and other grassy areas (estimated at \$11,000 based on prior recent purchases)
- Infield clay and dirt restoration (estimated at \$10,000 each for 2 fields= \$20,000)
- Extensive various skateboard park upgrades will total \$45,000, including new rails, features and non-concrete resurfacing;
- A pedestrian asphalt loop path that will lead walkers away from active ball fields- (estimated at \$30,000 based on estimated linear feet)
- Solid metal recycling containers and closed-top trash barrels that will be permanently affixed in concrete (estimated at \$1,500 based on recent purchases)
- A section of aluminum chain-link fencing near the skateboard park is needed to be replaced, in order to prevent illicit activity and unwanted intrusion into private properties along LeBlanc Street (estimated at \$5,000);
- Similarly, a chain link backstop needs repair at one of the Little League diamonds (estimated at \$2,500);
- Painting and striping of the basketball court (estimated at \$3,000 based in recent pricing);
- Signage, including new park sign as well as city-made on-street parking and ADA parking designation highway signs (estimated at \$1,000);
- Sidewalk concrete curb cuts with stoppers that lead from Hilldale Avenue into the park (2 x \$2,250 each based on recent pricing from other jobs= \$4,500)
- Construction Administration, estimated at \$5,000;
- Design is estimated at 10% of requested construction activities (\$15,000).

This grant seeks 68% reimbursement of \$187,000 or \$127,160 over two fiscal years.

Items not included with this PARC grant request to be undertaken with the overall project:

- Concrete sidewalk repair and repaving along lower Hilldale Avenue in front of Cashman Field (estimated at \$22,000 based on linear square footage). NOTE: This will be paid for with the City's Chapter 90 Highway funds and is not considered in the overall PARC grant request figures.
- Security cameras that provide video surveillance coverage of most of the park (not an eligible PARC item) that is connected to the Haverhill Police Department (estimated at \$12,500 based on recent purchases). This will be paid from the City's Free Cash.
- 5 metal benches (estimated at \$1,200 each from catalog pricing) will be affixed in concrete pads around the playground and other high-use areas, for a total of \$6,000 from the City's Community Development Block Grant (CDBG) funds.
- National Grid will provide a lighting pole, which will support their street lighting (and the security camera) installation, as well as a sign to discuss features of their adjacent solar farm (estimated at \$7,500, including a \$5,000 pole).



# Haverhill, MA

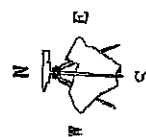
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1 inch = 100 feet

City Of Haverhill, MA  
Engineering -- Division  
Date produced: 7/12/2016

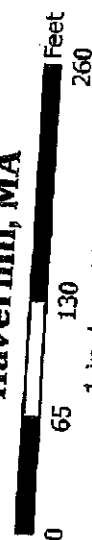
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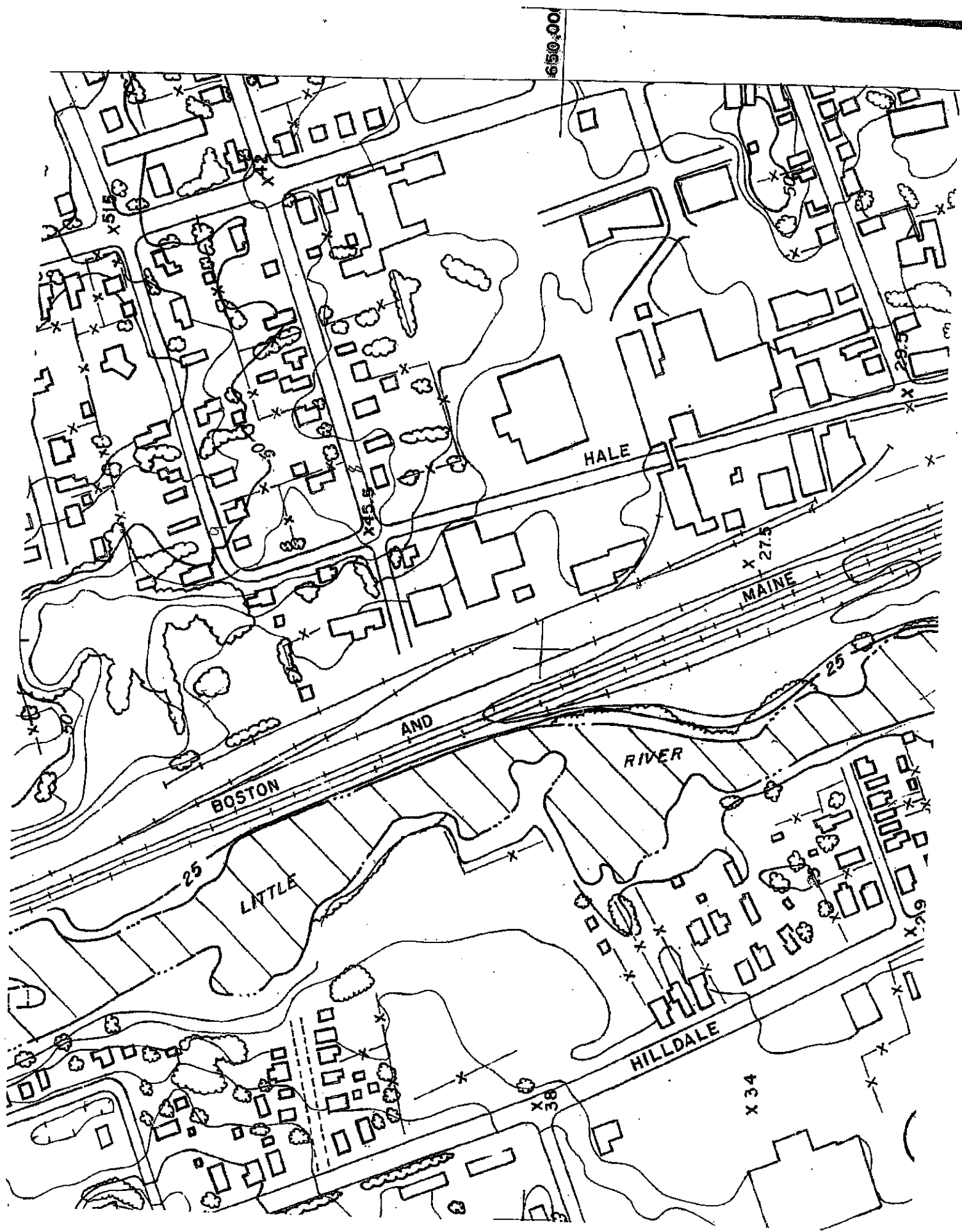


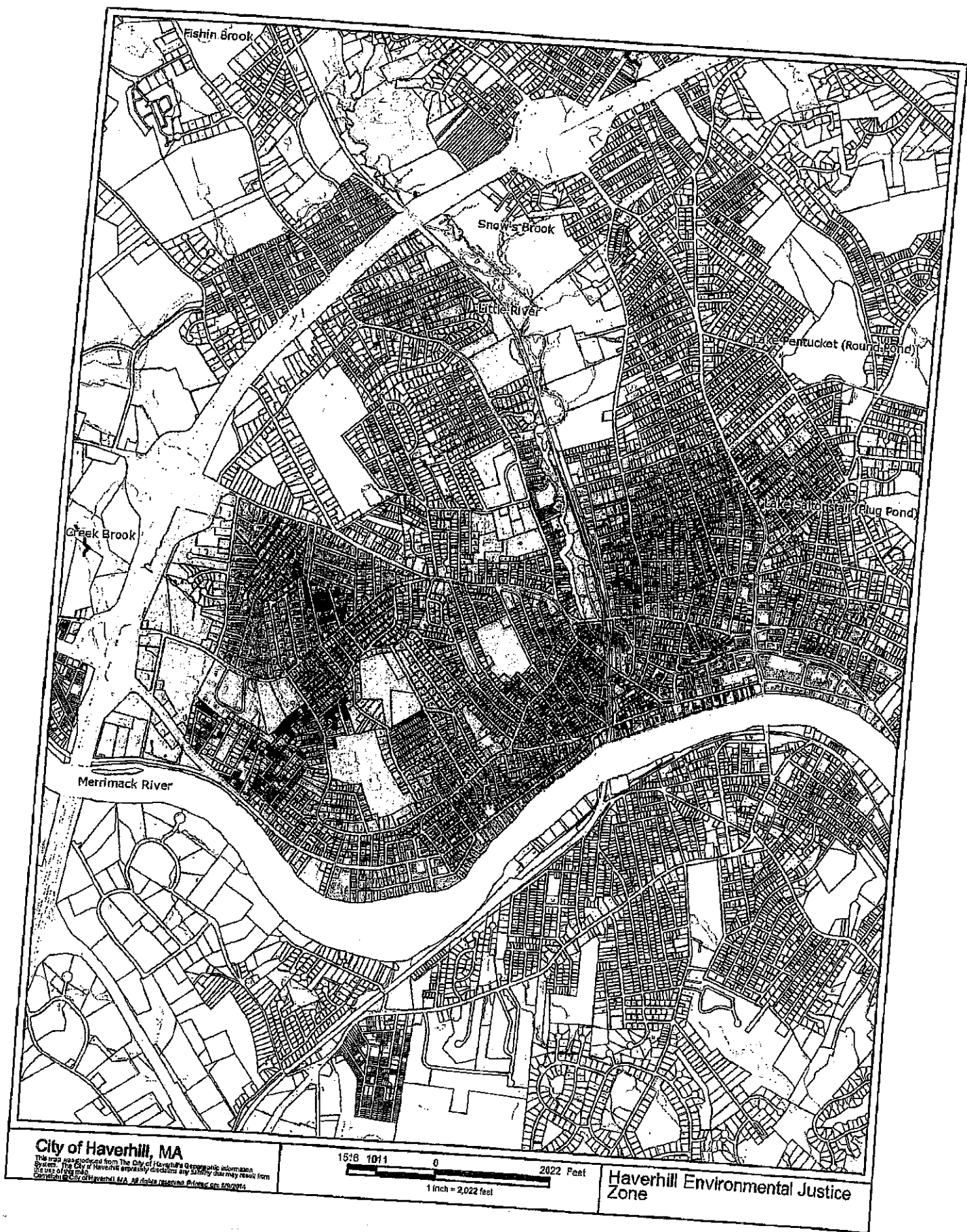
City Of Haverhill, MA  
 Engineering --- Division  
 Date produced: 7/12/2016

# Haverhill, MA



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**City of Haverhill, MA**

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1516 1011 0 2022 Feet  
1 inch = 2,022 feet

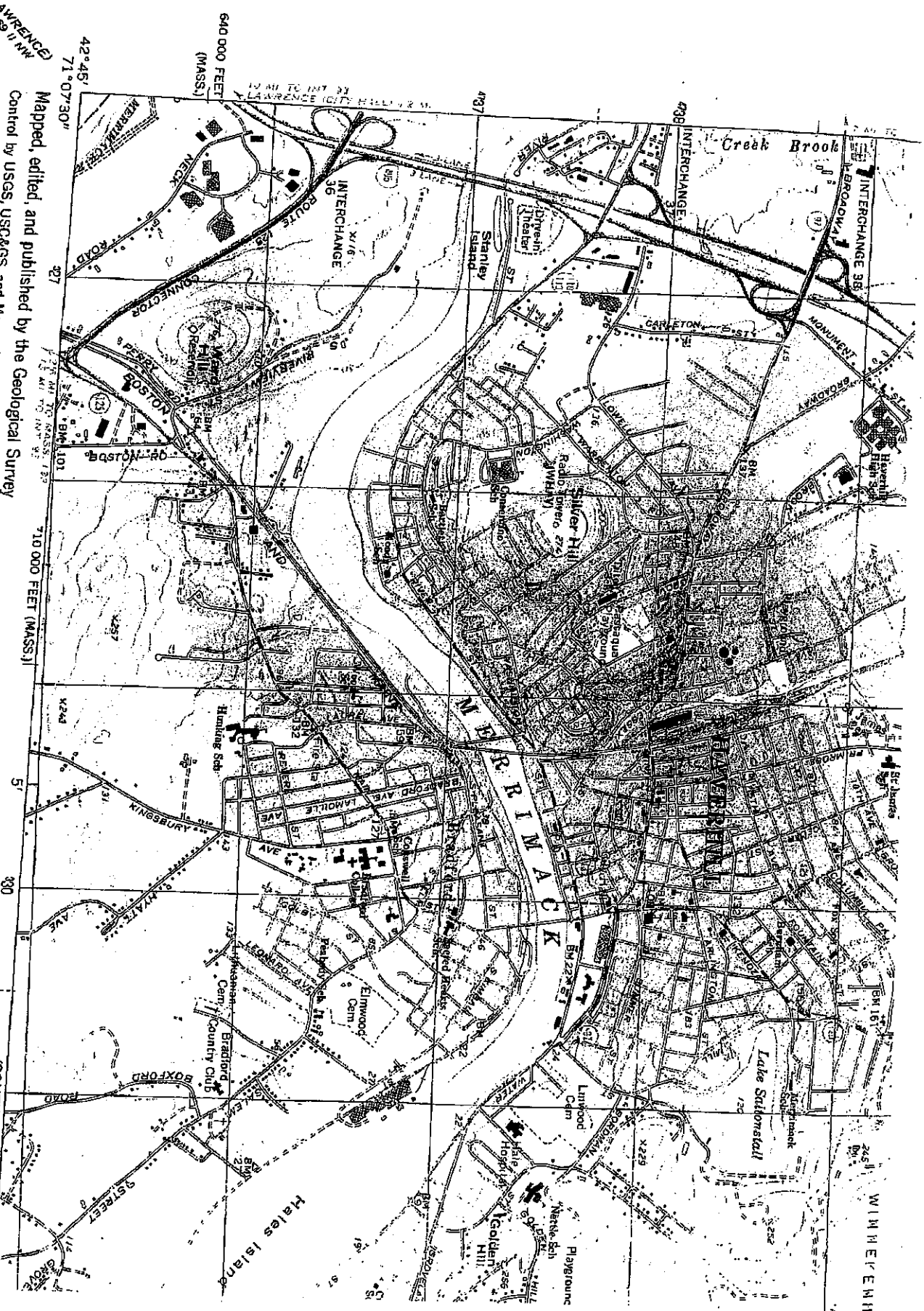
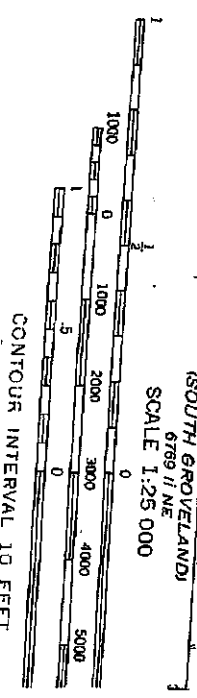
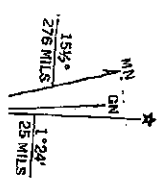
**Haverhill Environmental Justice Zone**

(LAWRENCE)  
6789 11 NW

42°45'  
71°07'30"

Mapped, edited, and published by the Geological Survey  
Control by USGS, USCGS, and Massachusetts Geodetic Survey

Topography in Massachusetts by plane-table surveys 1942  
aerial photographs taken 1953. Field checked 1955.  
Revised from aerial photographs taken 1971. Field checked 1972  
Polyconic projection. 1927 North American datum  
10,000-foot scale

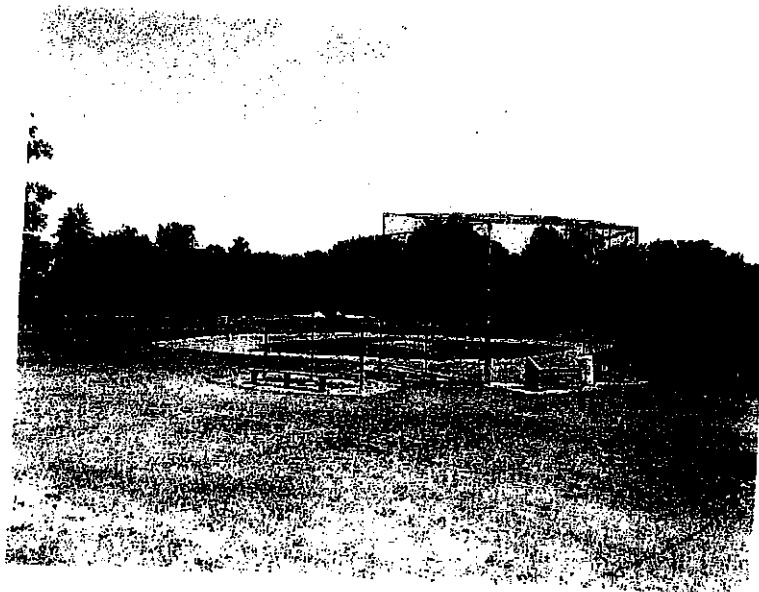




*~ Please join ~*

Mayor James J. Fiorentini for a neighborhood meeting to discuss potential improvements at Cashman Field.

The City is applying to the state for a grant. If successful, the city will be able to undertake various improvements within Cashman Field.



**Thursday, June 30<sup>th</sup>, 2016  
4:00PM**

**Please meet in the field.  
We want your input and everyone is welcome!**



# Haverhill

Human Services -Director Vincent R. Ouellette  
• Phone: 978-374-2388 ext 28 Fax: 978-5212626  
vouellette@cityofhaverhill.com

Recreation Committee Meeting  
Monday July 11 2016 6pm  
The Citizens Center 10 Welcome Street

## Agenda

- 1) Riverside Park improvement update
- 2) Cashman Field grant opportunity and acceptance vote

Citizen Center -Council on Aging - Cultural Council--Recreation - Veterans Services  
10 Welcome Street Haverhill Ma 01830



# Haverhill

Human Services-Director, Vincent R. Ouellette  
Phone: 978-374-2388 ext 28 Fax: 978-5212626  
vouellette@cityofhaverhill.com

## Haverhill Recreation Commission Meeting Minutes

July 11, 2016

Present: Vincent Ouellette, Francis Lawlor, Larry Hinkle, Thomas Skafas, Jay White

Call to Order: This meeting was called to order @ 6:00 and adjourned at 6:35

Report: Riverside Park improvement update & Cashman Field grant opportunity and acceptance vote.

Vinny discussed Renovations at Riverside Park, widening paths, addition of trees Francis mentioned having it bicycle friendly.

Discussion on the city applying for a state grant (PARC Grant) for the renovation of Cashman Field, bringing forward the results of a recent public meeting with the neighbors. A detailed list of recommendation from them included, security cameras, playscape, lighting, baseball infield restoration, irrigation, skate board park, walking path, benches, barrels ect, fencing, backstop repair, basketball court painting.

On a motion from Larry Hinkle and 2<sup>nd</sup> by Jay White a unanimous vote by the committee approving the city to move forward with the grant application to be inclusive of the neighbors recommendation.

Respectfully submitted,

Laura Skafas  
Commission Secretary

# boards

board name	last name	first name	address	e-mail	hometelephone	cellphone	date of appointment	date appointment ends	council approval required
Parks, Playground and Recreation Commission	White	Jay	15 Marsh Ave				12/15/2015	12/15/2016	No
Parks, Playground and Recreation Commission	Skafas	Thomas	59 Groveland St				12/15/2015	12/15/2016	No
Parks, Playground and Recreation Commission	Lawlor	Francis	25 Lakeview Ave		978-374-7342		12/15/2015	12/15/2016	No
Parks, Playground and Recreation Commission	Koen	Andrew	85 Lakview Ave				12/15/2015	12/15/2016	No
Parks, Playground and Recreation Commission	Hinkle	Lawrence	29 Burke St		978-521-0930		12/15/2015	12/15/2016	No
Parks, Playground and Recreation Commission	Galloway	Jennifer	26 Bradford Green Way			781-640-2533	4/5/2016		No
Parks, Playground and Recreation Commission	DiPietro	Thomas	125 Gale tom Ave				12/15/2015	12/15/2016	No
Parks, Playground and Recreation Commission	Brown	Jennifer	86 Fountain St				12/15/2015	12/15/2016	No

Cashman  
to  
City of Haverhill

I, Margaret J. Cashman, of Haverhill, Essex County, Massachusetts being unmarried, for consideration paid, grant to City of Haverhill, a municipal corporation, in said County of Essex and Commonwealth of Massachusetts, with QUITCLAIM COVENANTS A certain parcel of land situated in HAVERHILL supposed to belong to Margaret J. Cashman, bounded and described as follows: Beginning at a point in the easterly line of Hilldale Avenue on the division line separating the land herein described from land of Fred W. Grimes; thence running northerly by said line of Hilldale Avenue, a distance of one hundred sixteen and seventy-nine one-hundredths (116.79) feet; thence deflecting to the right 6 degrees, 16 minutes and running four hundred fifteen and twenty-six one-hundredths (415.26) feet still by said line of Hilldale Avenue to land of Giuseppe Cappabianca; thence deflecting to the right 97 degrees, 53 minutes, 30 seconds and running two hundred ninety-seven and two tenths (297.2) feet by said land of Cappabianca to the westerly bank of Little River; thence running in a general southerly direction by said westerly bank of Little River, a distance of about eight hundred sixty (860) feet to land of Fred W. Grimes; thence running westerly by said land of Grimes, a distance of two hundred fifty-four and six tenths (254.6) feet to said line of Hilldale Avenue and point of beginning; containing five and thirteen one-hundredths (5.13) acres. Said premises are conveyed subject to any and all incumbrances of record and to the right of the City of Haverhill to maintain a sewer through the above described premises. WITNESS my hand and seal this first day of October 1931.

COMMONWEALTH OF MASSACHUSETTS) Margaret J. Cashman (seal)

Essex, ss. October 1, 1931. Then personally appeared the above-named Margaret J. Cashman and acknowledged the foregoing instrument to be her free act and deed, before me

James T. Fitzgerald Justice of the Peace

My commission expires January 21, 1932.

Essex ss. Received Oct. 19, 1931. 2 m. past 10 A.M. Recorded and Examined.

Discharge  
Saugus Co-op. Bk.

The Saugus Co-operative Bank, holder of a mortgage from John L. Hansen and Mary Hansen, to us, dated June thirtieth, 1926 recorded with Essex So. District Registry of Deeds Book 2686, Page 386, acknowledge satisfaction of the same IN WITNESS WHEREOF, the said Saugus Co-operative Bank has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Horace C. Ramsdell, its Treasurer, this 8th day of September 1931.

COMMONWEALTH OF ) Saugus Co-operative Bank  
MASSACHUSETTS ) By Horace C. Ramsdell Treas.



Document 1217

## CITY OF HAVERHILL

In Municipal Council, December 27, 1932.

Ordered: That Document 273-C of 1931, so far as pertains to the sale of land to Demetrios J. Halkiotis and Abraham Lassman be and hereby is rescinded.

and be it further

ORDERED: That the City of Haverhill sell to the following persons certain parcels of land described as follows, this being the land no longer required for playground and recreational purposes known as a portion of the Margaret Cashman Field:

To Antonio Bagni - A parcel of land shown as Lot No. 2 on a plan on file in the office of the City Engineer, dated February 1931 and numbered 5039, bounded as follows; northerly by land of Halkiotis, forty (40) feet; easterly by Lot No. 3 as shown on said plan, fifty (50) feet; southerly by other land of the City of Haverhill forty (40) feet; westerly by Lot No. 1 as shown on said plan, fifty (50) feet. Containing 1990 square feet.

To Lino Gazzotti - A parcel of land shown as Lot No. 5 on a plan on file in the office of the City Engineer, dated February 1931 and numbered 5039, bounded as follows: northerly by land of Lassman, ninety (90) feet; easterly by other land of the City of Haverhill, fifty (50) feet; southerly by other land of the City of Haverhill, ninety (90) feet; westerly by Lot No. 4 as shown on said plan, fifty (50) feet. Containing 4478 square feet.

and be it further

ORDERED: That His Honor the Mayor be and is hereby authorized and directed to sign deeds in the name of the City of Haverhill with stipulations therein, to the above named persons for the within described land.

PASSED

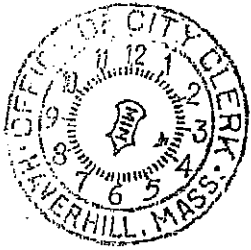
Attest:

*Robert H. Quincy*

City Clerk.

*to be recorded - 27/32*

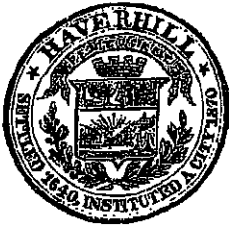
FILED



DEC 23 1932 PM

1217

Sale of land - Oashman Field



# City of Haverhill

## In Municipal Council

March 26, 1931.

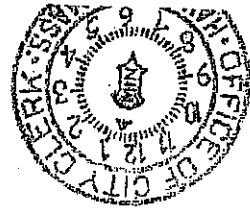
**Ordered:** That the City of Haverhill sell to the following persons certain parcels of land described as follows, this being the land no longer required for playground and recreational purposes known as a portion of the Margaret Cashman Field:

To Guisepppe Cappabianca - A parcel of land shown as Lot No. 1 on a plan on file in the office of the City Engineer, dated February 1931 and numbered 5039, bounded as follows: north-erly by other land of Cappabianca, seventy-five (75) feet; easterly by Lot No. 2 as shown on said plan, fifty (50) feet; southerly by other land of the City of Haverhill, seventy-two and eighty-eight one-hundredths (72.88) feet; westerly by Hilldale Avenue, fifty and twenty-six one-hundredths (50.26) feet. Containing 3679 square feet.

To Demetrios J. Halkiotis - A parcel of land shown as Lot No. 2 on a plan on file in the office of the City Engineer, dated February 1931 and numbered 5039, bounded as follows; north-erly by other land of Halkiotis, forty (40) feet; easterly by Lot No. 3 as shown on said plan, fifty (50) feet; south-erly by other land of the City of Haverhill forty (40) feet; westerly by Lot No. 1 as shown on said plan, fifty (50) feet. Containing 1990 square feet.

To Antonio Bagni - A parcel of land shown as Lot No. 3 on a plan on file in the office of the City Engineer, dated February 1931 and numbered 5039, bounded as follows: northerly by other land of Bagni, forty (40) feet; easterly by Lot No. 4 as shown on said plan, fifty (50) feet; southerly by other land of the City of Haverhill, forty (40) feet; westerly by Lot No. 2 as shown on said plan, fifty (50) feet. Containing 1990 square feet.

To Lino Gazzotti and Mary E. Gazzotti - A parcel of land shown as Lot No. 4 on a plan on file in the office of the City Engineer, dated February 1931 and numbered 5039, bounded as follows: northerly by other land of Gazzotti, forty (40) feet; easterly by Lot No. 5 as shown on said plan, fifty (50) feet; southerly by other land of the City of Haverhill, forty (40) feet; westerly by Lot No. 3 as shown on said plan, fifty (50) feet. Containing 1990 square feet.



To Abraham Lassman - A parcel of land shown as Lot No. 5 on a plan on file in the office of the City Engineer, dated February 1931 and numbered 5039, bounded as follows: northerly by other land of Lassman, ninety (90) feet; easterly by other land of the City of Haverhill, fifty (50) feet; southerly by other land of the City of Haverhill, ninety (90) feet; westerly by Lot No. 4 as shown on said plan, fifty (50) feet. Containing 4478 square feet.

and be it further

ORDERED: That His Honor the Mayor be and is hereby authorized and directed to sign deeds in the name of the City of Haverhill with stipulations therein, to the above named persons for the within described land.

PASSED

Attest:

*Robert H. Lundy*  
City Clerk.

DP05

## ACS DEMOGRAPHIC AND HOUSING ESTIMATES

## 2010-2014 American Community Survey 5-Year Estimates

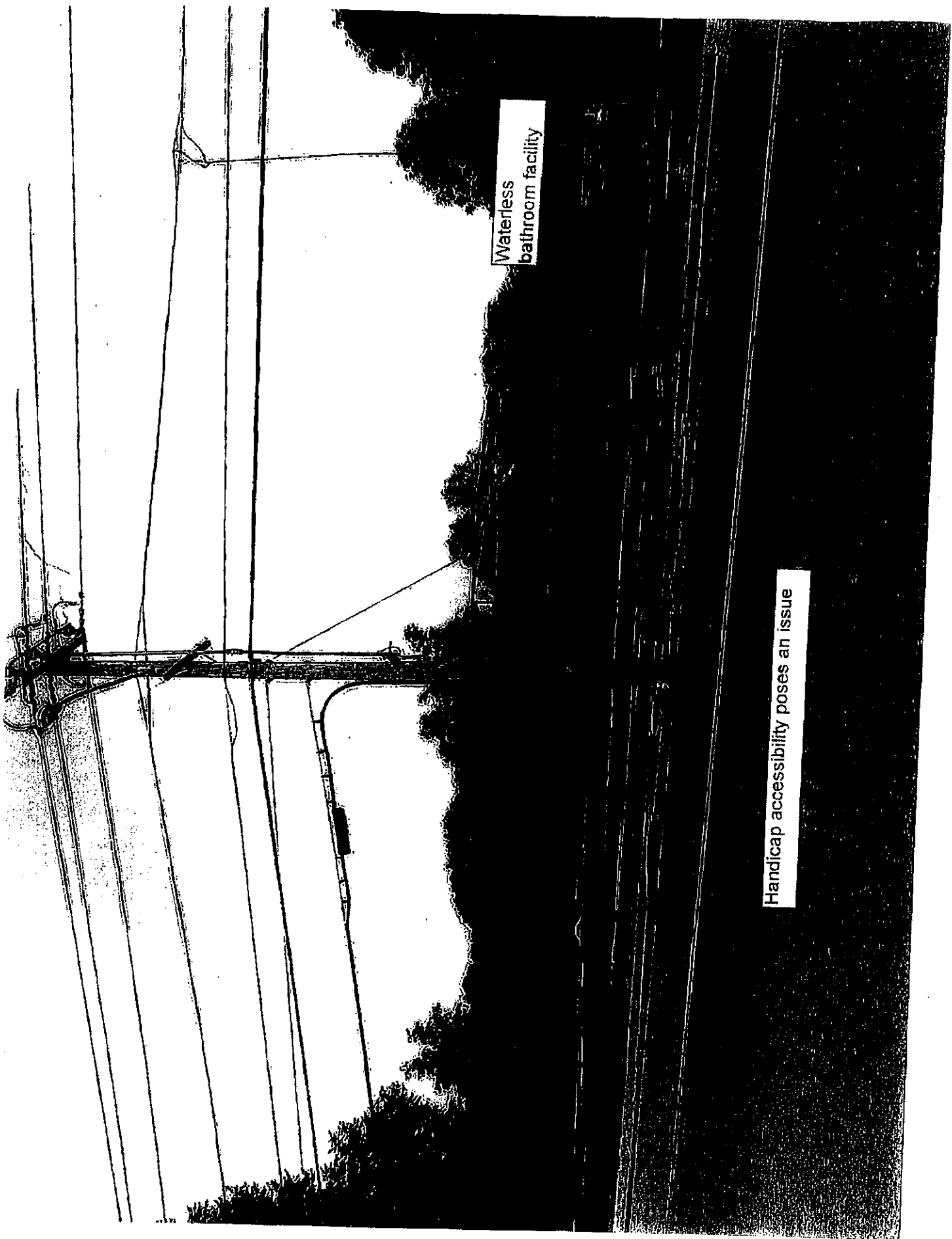
Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

## Subject

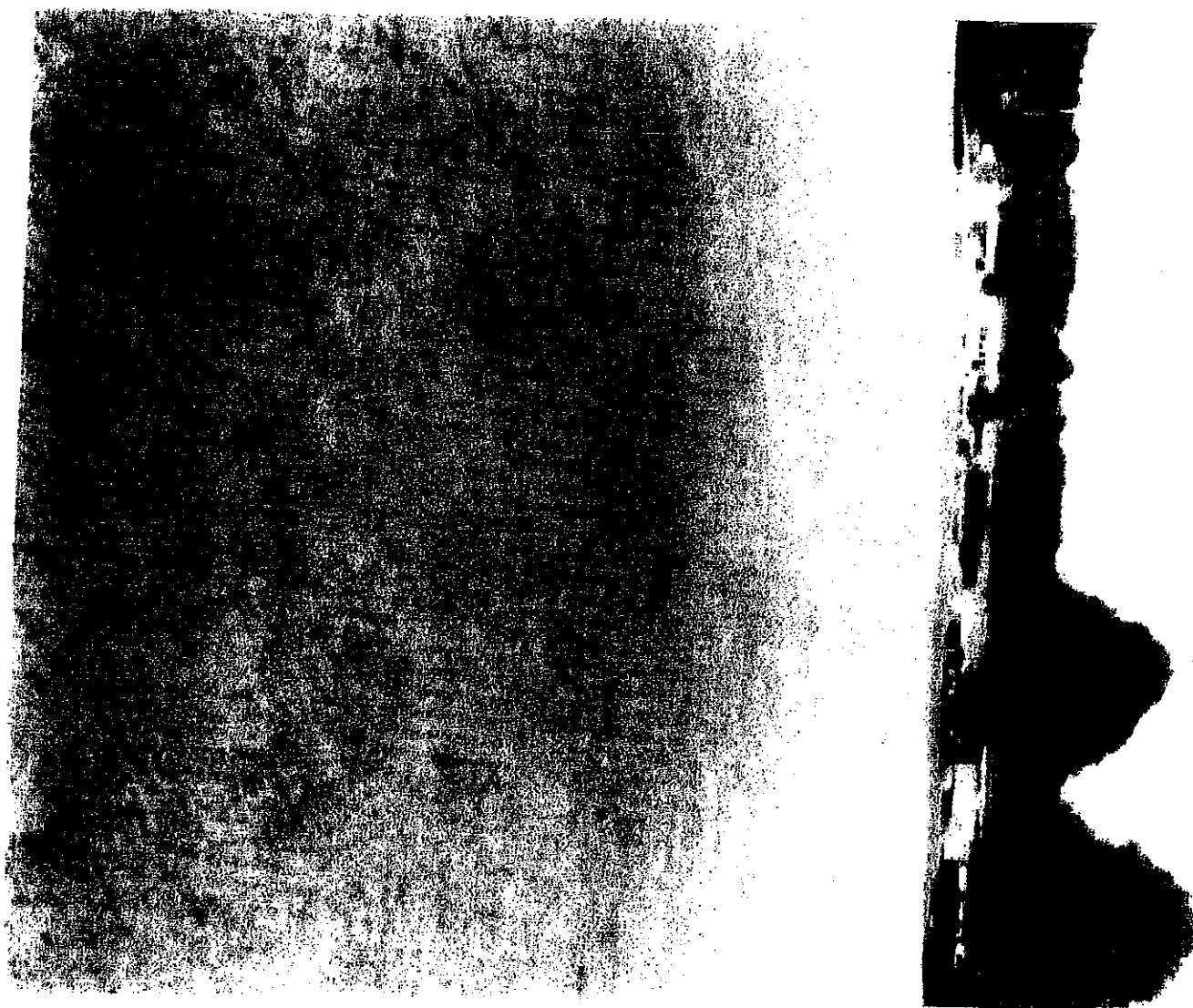
	Estimate	Haverhill city, Massachusetts		
		Margin of Error	Percent	Percent Margin of Error
SEX AND AGE				
Total population	61,769	+/-37	61,769	(X)
Male	29,722	+/-758	48.1%	+/-1.2
Female	32,047	+/-765	51.9%	+/-1.2
Under 5 years	4,532	+/-460	7.3%	+/-0.7
5 to 9 years	3,806	+/-405	6.2%	+/-0.7
10 to 14 years	3,477	+/-338	5.6%	+/-0.5
15 to 19 years	3,984	+/-445	6.4%	+/-0.7
20 to 24 years	3,632	+/-448	5.9%	+/-0.7
25 to 34 years	8,632	+/-738	14.0%	+/-1.2
35 to 44 years	8,591	+/-628	13.9%	+/-1.0
45 to 54 years	9,163	+/-553	14.8%	+/-0.9
55 to 59 years	4,207	+/-325	6.8%	+/-0.5
60 to 64 years	3,763	+/-391	6.1%	+/-0.6
65 to 74 years	3,990	+/-344	6.5%	+/-0.6
75 to 84 years	2,220	+/-326	3.6%	+/-0.5
85 years and over	1,792	+/-227	2.9%	+/-0.4
Median age (years)	38.4	+/-1.0	(X)	(X)
18 years and over	47,610	+/-536	77.1%	+/-0.9
21 years and over	45,212	+/-625	73.2%	+/-1.0
62 years and over	10,415	+/-588	16.9%	+/-1.0
65 years and over	8,002	+/-461	13.0%	+/-0.7
18 years and over	47,610	+/-536	47,610	(X)
Male	22,683	+/-645	47.6%	+/-1.3
Female	24,927	+/-705	52.4%	+/-1.3
35 years and over	8,002	+/-461	8,002	(X)
Male	3,419	+/-303	42.7%	+/-2.7
Female	4,583	+/-330	57.3%	+/-2.7
Total population	61,769	+/-37	61,769	(X)



Waterless  
bathroom facility

Handicap accessibility poses an issue

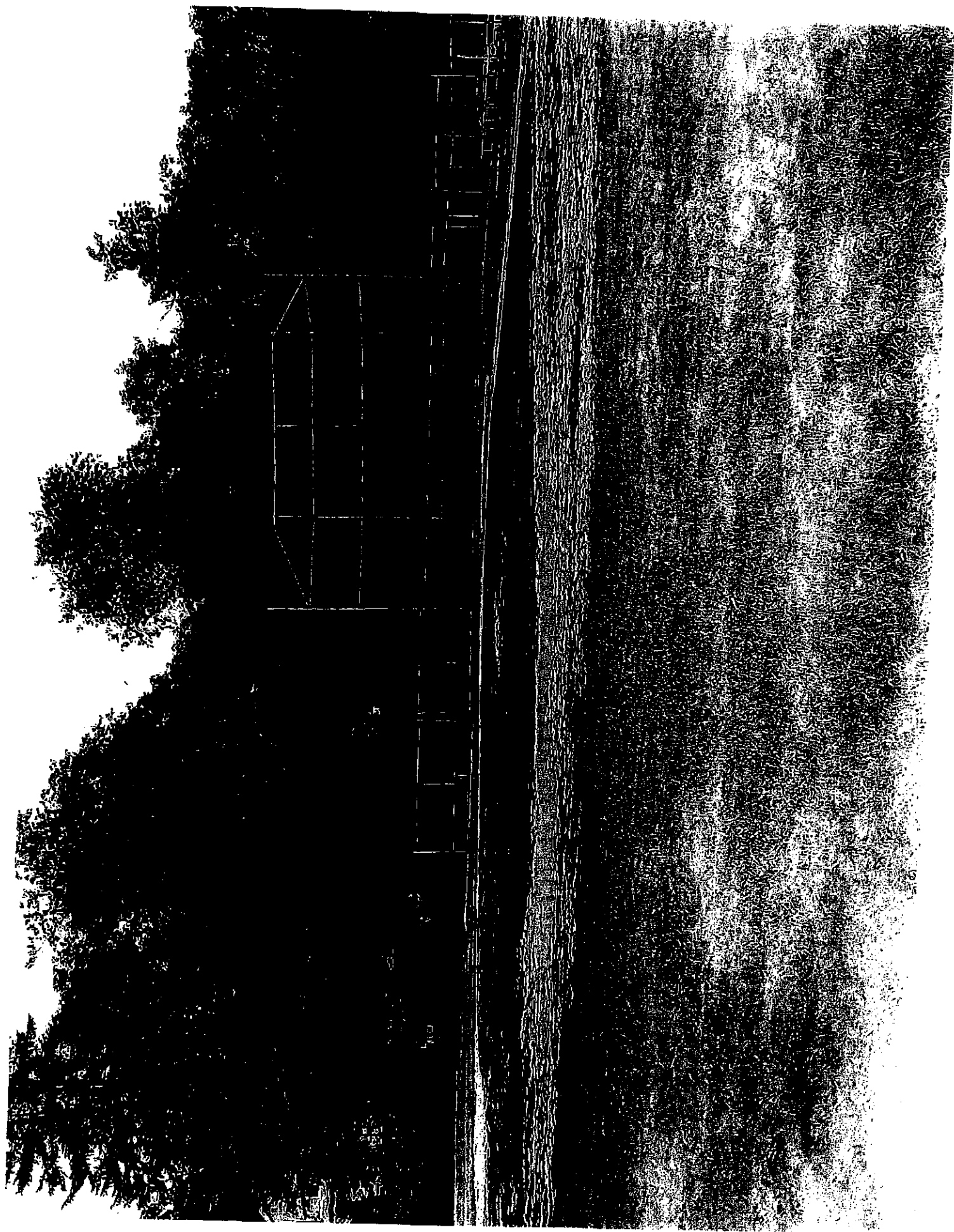
Typical summer conditions indicate the need for irrigation

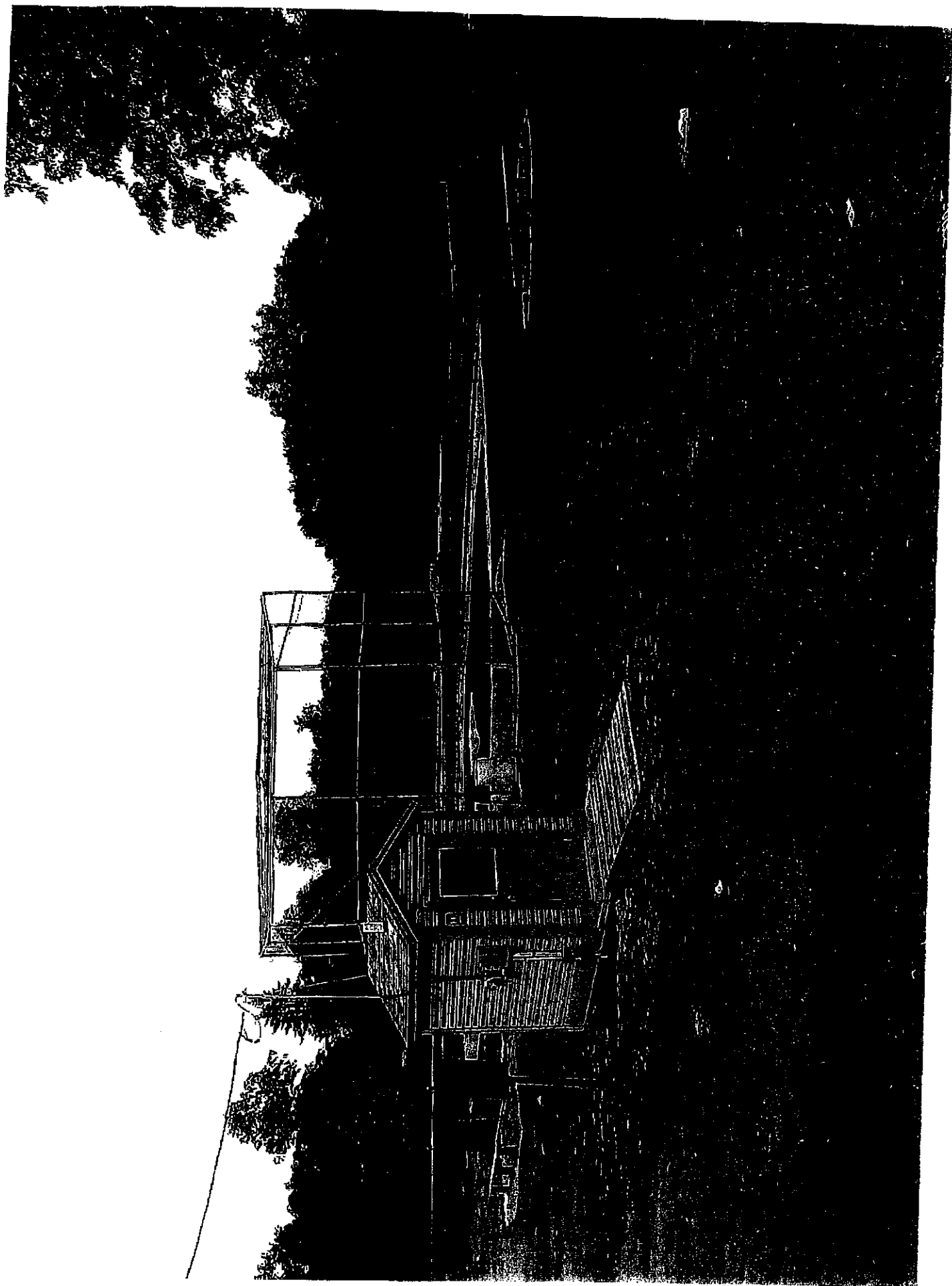


Chain link fence missing and needs to be repaired



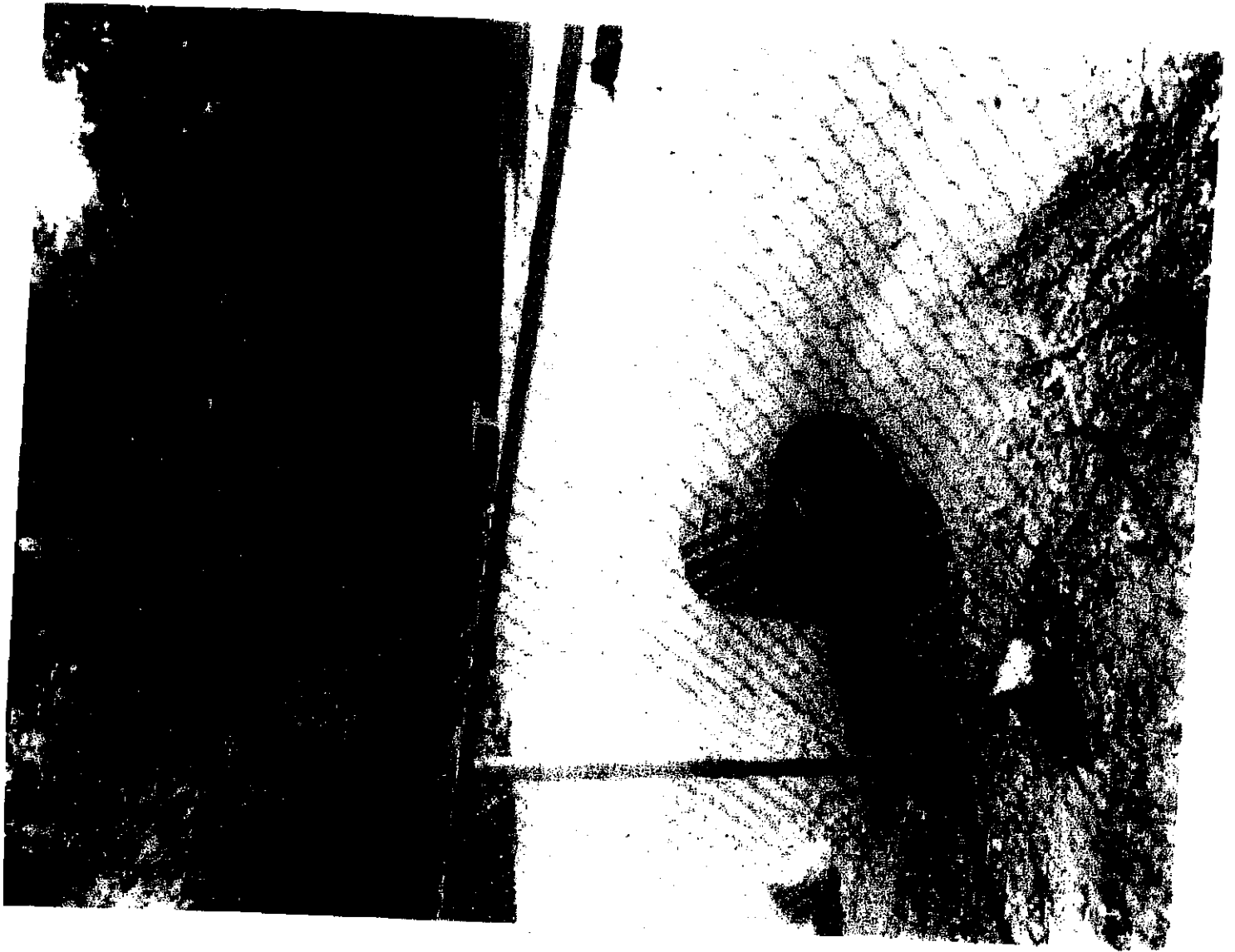


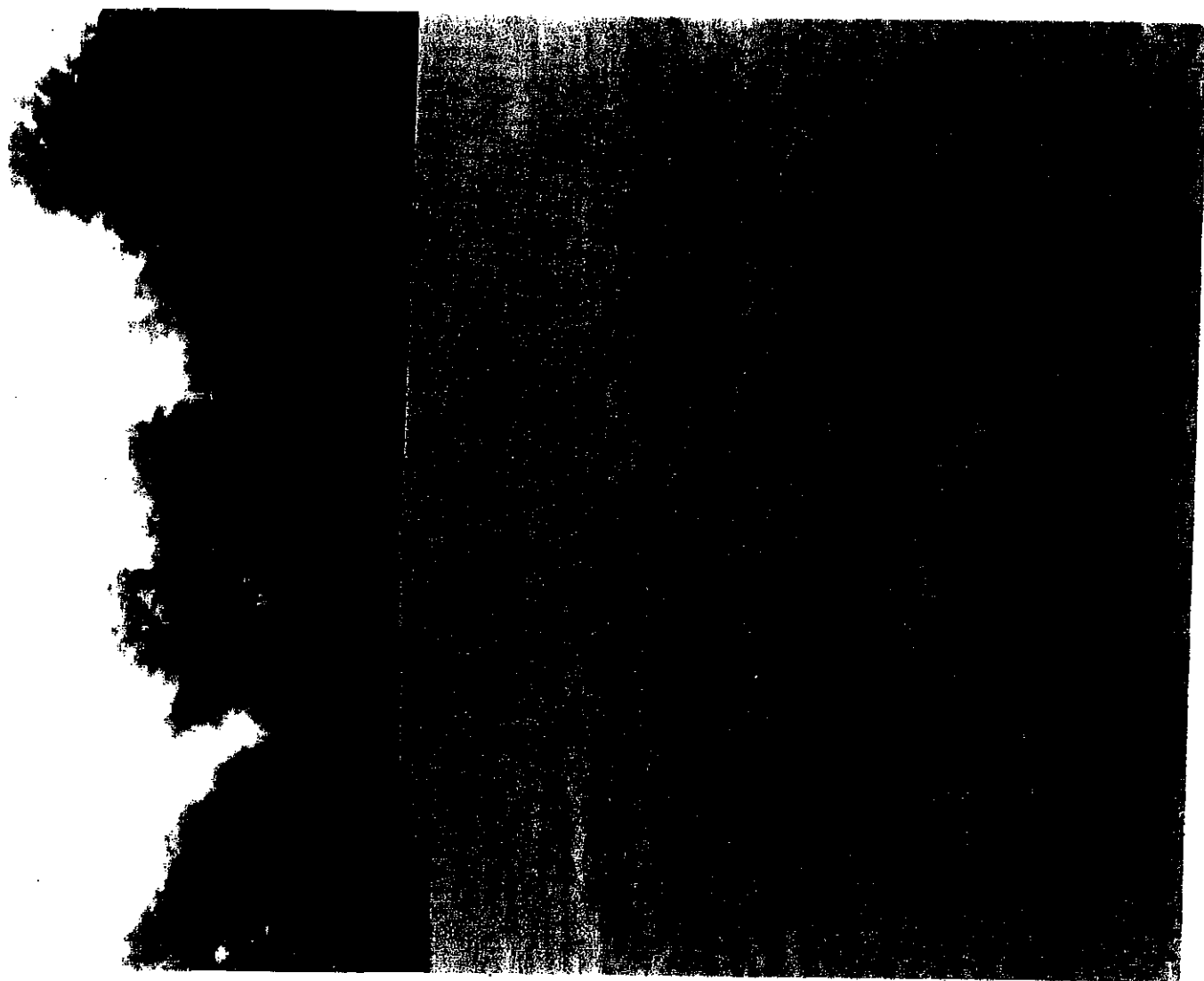












**CITY COUNCIL**

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



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

**CITY OF HAVERHILL**

HAVERHILL, MASSACHUSETTS 01830-5843

**DOCUMENTS REFERRED TO COMMITTEE STUDY**

6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	2/9/16
6-W	Communication from Councillor Bevilacqua requesting to discuss Wood School Playground	NRPP	2/23/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16 9/6/16, 11/31/16
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16
51	Communication from Pres. Michitson requesting to submit petition from Burnham St. residents requesting Burnham St. be made one way coming in from Groveland St. onto Burnham	Public Safety	4/12/16
26E	City of Haverhill – Mayor's Recommendations, Capital Improvement Program – 2016-2020	A & F	5/31/16 11/3/16
82-T	Communication from Councillor Vargas requesting to introduce Keith Boucher of Urban Kindness to discuss "Pop-Up" City Halls	Citizen Outreach	8/23/16
108-I	Communication from Councillors Macek and Bevilacqua requesting discussion relative to residential placement of temporary storage structures and containers	Planning & Development	11/15/16
	Councillor LePage - Chapter 36-7 – Waiver of Fee or Charge	A & F	11/15/16
108-N	Communication from Councillors Bevilacqua and LePage requesting discussion regarding appropriate safe regulation of marijuana shop access and locations	A & F	12/6/16
	Communication from Councillor Daly O'Brien requesting discussion regarding malfunctioning parking kiosks	A & F	12/13/16
	Communication from Councillor Bevilacqua requesting to introduce Brad Brooks and residents of Bradfields Dr. and East Broadway to discuss neighborhood issues	Citizen Outreach	12/13/16
	Communication from Councillor LePage requesting discussion regarding Rules & Regulations of the City Council	A & F	12/13/16