



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

October 3, 2023 at 7:00 PM

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

In-Person/Remote Meeting

This meeting/hearing of Haverhill City Council will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

1. OPENING PRAYER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES OF PRIOR MEETING

4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

5. COMMUNICATIONS FROM THE MAYOR:

5.1. Mayor Fiorentini would like to introduce James Accurso from the US Small Business Administration to discuss loans and flood aid for businesses and residences effected by severe storms and flooding and will be making a brief power point presentation

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

6.1. Council President Jordan to introduce Mike Jarvis who is selling Haverhill Police and Haverhill Fire 2023 calendars to benefit the Haverhill Heroes and Helpers program

6.2. Councillor Barrett to introduce Derek Clark, Brandon Fredette, and Brian Dacey who are seeking home rule petitions to take the Civil Service exam: Mr. Clark and Mr. Fredette for position of firefighter and Mr. Davy for position of police officer in Haverhill

6.2.1. Home Rule Petition – An Act Authorizing Derek Clark to take the Civil Service Examination for the position of Firefighter in the City of Haverhill notwithstanding the maximum age requirement

6.2.2. Home Rule Petition – An Act Authorizing Brandon Fredette to take the Civil Service Examination for the position of Firefighter in the City of Haverhill notwithstanding the maximum age requirement



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6.2.3. **Home Rule Petition** – An Act Authorizing Brian Darcy to take the Civil Service Examination for the position of Police Officer in the City of Haverhill notwithstanding the maximum age requirement

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

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

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

10. **HEARINGS AND RELATED ORDERS:**

10.1. Document 82; Attorney Robert Harb, for applicant Matias Capital LLC requesting Special Permit CCSP 23-7 to expand an existing 12 unit multifamily building at 71 Portland st to a 16 unit multifamily building in a CC zone *Comments from City Depts are included*

11. **APPOINTMENTS:**

11.1. **Confirming Appointments:**

11.2. **Non-Confirming:**

11.3. **Resignations**

11.4. **PETITIONS**

11.4.1.1. Petition from Attorney Michael Migliori requesting to *continue* hearing CCSP 23-11, Document 85 Sign size waiver for an electronic billboard at 50 Foundation av from October 24 to *October 31, 2023*

11.4.1.2. Petition from Attorneys Johnson and Bornstein requesting to *continue* hearing CCSP 23-12, Document 90, for a 3 family residential structure at 462 Washington st, from October 24 to *November 28, 2023*

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

11.6. **Amusement/Event Application** - *with Police approval*



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- 11.7. **Auctioneer License:**
- 11.8. **Tag Days:** *with Police approval*
- 11.9. **One Day Liquor License** – *with License Commission & Police approval*
- 11.10. **Annual License Renewals:**
 - 11.10.1. **Hawker Peddlers License- Fixed location** – *w/approval*
 - 11.10.2. **Coin-Op License Renewals** – *with Police approval*
 - 11.10.3. **Christmas Tree Vendor** – *with Police approval*
 - 11.10.4. **Taxi Driver Licenses for 2023:** *with Police approval*
 - 11.10.5. **Taxi/Limousine License** *with Police approval:*
 - 11.10.6. **Junk Dealer /Collector License** *with Police approval*
 - 11.10.7. **Sunday Pool**
 - 11.10.8. **Bowling**
 - 11.10.9. **Sunday Bowling**
 - 11.10.10. **Buy & Sell Second Hand Articles** *with Police approval*
 - 11.10.11. **Buy & Sell Second Hand Clothing**
 - 11.10.12. **Pawnbroker license** - *with police approval*
 - 11.10.13. **Fortune Teller** *with - Police approval*
 - 11.10.14. **Buy & Sell Old Gold** – *with Police approval*
 - 11.10.15. **Roller Skating Rink**
 - 11.10.16. **Sunday Skating**
 - 11.10.17. **Exterior Vending Machines/Redbox Automated Retail, LLC**
 - 11.10.18. **Limousine/Livery License/Chair Cars** *with Police approval*

12.MOTIONS AND ORDERS:

- 13.Order authorize Mayor execute grant of easement from City to Brigham Circle Trust relative to real property known as the “Elliott Place Parking Lot” located on Elliott Place for the purpose of re-location of vehicular parking *Related communication from William Cox, City Solicitor*
- 14.Order authorize Mayor execute grant of easement from City to Walcott Corporation relative to real property known as the “Elliott Place Parking Lot” located on Elliott Place for the purpose of re-locating Salvation Army donation bins and vehicular parking



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15. Order – pay bills from previous fiscal year as listed:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
ConvergeOne	\$4,421.17	Information Technology
ConvergeOne	122.00	“ “
ConvergeOne	2,256.03	“ “
Kraft Power	179.00	Public Property
Alarm Contracting Enterprises	995.00	“ “
Alarm Contracting Enterprises	400.00	“ “
Alarm Contracting Enterprises	400.00	“ “

Total: \$8,773.20

16. ORDINANCES (FILE 10 DAYS)

17. COMMUNICATIONS FROM COUNCILLORS:

18. UNFINISHED BUISINESS OF PRECEEDING MEETING:

- 18.1.1. Document 12-I: Loan Order - \$1,765,316 Fire Truck Bonds – appropriated to acquire a new Fire Truck *filed 9/20/23*
- 18.1.2. Document 35-G: Ordinance re: Salaries – Administrative & Professional Positions *filed 9/20/23*
- 18.1.3. Document 35-H: Ordinance re: Salaries – Non-Union Positions *filed 9/20/23*
- 18.1.4. Document 69-C: Ordinance re: Vehicles & Traffic Amend Stop Streets-Franklin st north/south at intersection of John st and John st at East/West at intersection of Franklin st *filed 9/20/23*
- 18.1.5. Document 75-F: Councillor Bevilacqua would like to discuss a proposal to recognize the deceased members of the City Council *continued from September 26*



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18.1.6. Document 75-H: Council President Jordan, Council Vice President Michitson and Councillor Lewandowski request an update from Mayor on Eliot Services for Haverhill and hiring of the NFI Director and restarting of Opioid Task Force *continued from September 26*

18.1.7. Document 89: Ordinance re: Repair of Private Ways – Amend Chapter 222 of City Code *filed 9/20/23*

19.RESOLUTIONS AND PROCLAMATIONS:

20.COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

21.DOCUMENTS REFERRED TO COMMITTEE STUDY

22.LONG TERM MATTERS STUDY LIST

23.ADJOURN :

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.CITYOFHAVERHILL.COM

511

March 10, 2023

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

RE: US Small Business Administration Flooding Assistance

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

Mayor Fiorentini would like to introduce James Accurso from the US Small Business Administration to discuss disaster loans and flood aid for businesses and residences effected by severe storms and flooding. Mr. Accurso would like to make a brief power point presentation at the At the October 3rd City Council meeting.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

CITY COUNCIL

Timothy J. Jordan

President

John A. Michitson

Vice President

Melinda E. Barrett

Joseph J. Bevilacqua

Thomas J. Sullivan

Melissa J. Lewandowski

Michael S. McGonagle

Catherine P. Rogers

Shaun P. Toohey



CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

HAU CITY CLERK SEP 28/23 ONLINE

601

CITY HALL, ROOM 204

4 SUMMER STREET

TELEPHONE: 978-374-2328

FACSIMILE: 978-374-2329

WWW.CITYOFHAVERHILL.COM

CITYCNCL@CITYOFHAVERHILL.COM

September 28, 2023

To: President and Members of the City Council:

President Jordan wishes to introduce Mike Jarvis. Mike is selling Haverhill Police and Haverhill Fire 2023 calendars. Proceeds to benefit the Haverhill Heroes and Helpers program.

Timothy J. Jordan /atb
Council President Timothy J. Jordan

(meeting 10.3.2023)

CITY COUNCIL

Timothy J. Jordan
President

John A. Michitson
Vice President

Melinda E. Barrett

Joseph J. Bevilacqua

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Melissa J. Lewandowski

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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204

4 SUMMER STREET

TELEPHONE: 978-374-2328

FACSIMILE: 978-374-2329

WWW.CITYOFHAVERHILL.COM

CITYCNCL@CITYOFHAVERHILL.COM

612

September 28, 2023

To: President and Members of the City Council:

Councilor Barrett wishes to introduce Derek Clark, Brandon Fredette, and Brian Dacey who are seeking home rule petitions to take the civil service exam. Mr. Clark and Mr. Fredette for the position of firefighter and Mr. Dacey for the position of police officer in the City of Haverhill.

Melinda E. Barrett /iab

City Councilor Melinda E. Barrett

(meeting 10.3.23)



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

6,211

ORDERED:

THAT THE FOLLOWING HOME RULE PETITION BE ADOPTED BY THE CITY COUNCIL AND FORWARDED TO THE GENERAL COURT

HOME RULE PETITION

AN ACT AUTHORIZING DEREK CLARK TO TAKE THE CIVIL SERVICE EXAMINATION FOR THE POSITION OF FIREFIGHTER IN THE CITY OF HAVERHILL NOTWITHSTANDING THE MAXIMUM AGE REQUIREMENT.

Be it enacted, etc. as follows:

Section 1. Notwithstanding any general or special law or rule or regulation to the contrary regulating the maximum age of applicants for appointment as firefighter, Derek Clark of the City of Haverhill, shall be eligible for appointment to the position of firefighter in the City if he meets all other requirements, in which case he shall be eligible for certification and appointment to the fire department of the City of Haverhill. To be effective for the 2023 firefighter examination results.

Section 2. This act shall take effect upon its passage.

September 25, 2023

To Whom It May Concern,

My name is Derek Clark, and I am writing to the City Council to request an age waiver to have the opportunity for a career as a firefighter. I am 33 years old, just over the age limit of 32. I currently live in Haverhill with my wife and two stepdaughters. I am taking the EMS course with McNeilly EMS Educators in Danvers, MA; my anticipated completion date is December 2023. I have also applied for and will be taking the Municipal Firefighter Exam in October 2023.

In December 2022, I enlisted in the Army National Guard. In August 2023 I returned home after completing 9 weeks of basic combat training and 13 weeks of advanced individual training at Fort Moore, GA. Prior to enlistment, I worked as a personal trainer and CrossFit coach for seven years. Physical fitness has always been a focal point in my life, through sports and work. Being an Infantryman has given me the opportunity to serve and protect my country; being a firefighter would give me the opportunity to do the same for my local community.

I appreciate your consideration,

Derek Clark

FILED BY CLERK 9/25/2023 PM 5:24

Derek M. Clark

Haverhill, MA 01832

Throughout my work experience, I have consistently been part of a team, often in a leadership role, and in a position designed to challenge others and help improve their health, one day at a time. My goal to become a fire fighter stems from the desire to use my leadership and problem-solving skills and physical strength to serve my community.

Infantryman

Feb 2023 – Present

Army National Guard

- Graduated from 9 weeks of Basic Combat Training and 13 weeks of Advanced Individual Training at Fort Moore, GA.
- Completed Basic Combatives and TCCC Combat Lifesaver courses.
- Demonstrated leadership skills during obstacle course team building training exercises.
- Successfully participated in land navigation training, patrol base security, and field mission strategy exercises.
- Qualified as a Sharpshooter for multiple weapon systems.

CrossFit Coach / Personal Trainer

June 2019 – Jan 2023

CrossFit Amesbury, Amesbury, MA

- Programmed and led group fitness classes for kids, teens, and adults of all fitness levels.
- Responsible for new member onboarding, ongoing equipment maintenance, and facility conditions.
- Collaborated with local first responders to participate alongside members for annual Memorial Day MURPH event.

Personal Trainer

Sept 2017 – June 2019

Fitness Together, Beverly, MA

- Programmed and led one-on-one and group fitness classes for individuals of all ages.
- Created weekly newsletters that included information on nutrition, stretching, workouts, and fitness tips.
- Posted social media content.
- Performed member wellness evaluations including heart rate, strength test, functional movement screenings, and body measurements/BMI calculations.

CrossFit Coach

Dec 2015 – Sept 2017

CrossFit Full Potential, Newburyport, MA

- Programmed and led group fitness classes for adults, and elementary and high school students.
- Supervised afterschool fitness program at *The Governor's Academy*.
- Planned and led workouts for local high school hockey team.

EDUCATION

Salem State University

Bachelor's Degree in Exercise Science

CERTIFICATIONS

Level 1 & Level 2 CrossFit certificate



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

6.2.2

ORDERED:

THAT THE FOLLOWING HOME RULE PETITION BE ADOPTED BY THE CITY COUNCIL AND FORWARDED TO THE GENERAL COURT

HOME RULE PETITION

AN ACT AUTHORIZING BRANDON FREDETTE TO TAKE THE CIVIL SERVICE EXAMINATION FOR THE POSITION OF FIREFIGHTER IN THE CITY OF HAVERHILL NOTWITHSTANDING THE MAXIMUM AGE REQUIREMENT.

Be it enacted, etc. as follows:

Section 1. Notwithstanding any general or special law or rule or regulation to the contrary regulating the maximum age of applicants for appointment as firefighter, Brandon Fredette of the City of Haverhill, shall be eligible for appointment to the position of firefighter in the City if he meets all other requirements, in which case he shall be eligible for certification and appointment to the fire department of the City of Haverhill. To be effective for the 2023 firefighter examination results.

Section 2. This act shall take effect upon its passage.

Brandon Fredette

Haverhill, Ma 01830

Wednesday, September 27, 2023

Haverhill City Council

Laurie A. Brown
4 Summer St, Room 204
Haverhill, Ma 01830

Dear City Council,

I'm writing today to request a waiver from your city council in order to be considered eligible for a position as a firefighter in the Haverhill Fire Department. As you are aware, Haverhill has an upper age limit of 32. I turned 33 on July 29th, 2023. I have completed the civil service test twice now and have been on the eligible list for Haverhill Fire for 3 years now and I'm taking the exam for a 4th time on October 14th, 2023. I have had an interview with the Haverhill Fire Department already and I would love to further my chances of being a part of this department and my community.

I am currently a carpenter at an architectural design firm that delivers architectural, construction, and interior design services to clients throughout New England. I love being a carpenter but ever since moving back into Haverhill, I have had a strong interest in becoming a Firefighter. My father and Grandfather were both firefighters in Amesbury, Ma so growing up around it was extremely beneficial for me. Once back in Haverhill and having residency here I figured I'd better start taking the civil service exam given my age at that time was 30. Now that I am 33, I am here to ask to be considered a candidate for this position. I strongly believe I would be an asset to the Haverhill Fire Department given my strong leadership skills and live experience thus far.

I appreciate your time and I hope to hear back soon. If there's anything I can do to further support your decision, please let me know, thank you!

Sincerely,

Brandon Fredette

HAV CITY CLERK SEP28/23 PM 3:23

BRANDON FREDETTE

Haverhill, MA 01830 |

SUMMARY

Carpenter is well versed in all lines of the construction field. From framework to finish/millwork and cabinetry, including old work and new construction. Great organizational skills and time management.

SKILLS

Framing and framing layout (floor, wall, and roof layout)

Exterior finish (trimwork)

Roofing (asphalt and wooden cedar shakes)

Stair work (layout,framework,finish)

Wood floor installation

Window /Door Installation

Siding (vinyl,cedar clapboard and shakes, etc.)

Interior finish (casework,crown,paneling,etc.)

Cabinetry (Installation and on-site fabrication)

Window/Door hardware and amenity installations

EXPERIENCE

05/2012 to 05/2018

Rennie Construction - Merrimac, MA
Title - Carpenter

05/2018 to 09/2020

Carpenter and MacNeille - Essex, MA
Title - Carpenter/Lead Carpenter

09/2020 to 05/2022

Heritage Custom Builders - Beverly, MA
Title - Carpenter

05/2022 to Present

Carpenter and MacNeille - Essex, MA
Title - Carpenter/Lead Carpenter

EDUCATION AND TRAINING

2012 Associate of Science: Applied Science Construction Technology

Southern Maine Community College - South Portland, ME, United States

2017 MA Construction Supervisors License CS-111588

Construction Certification Institute - Haverhill, MA, United States

HAV CITY CLK SEP23/23 #6503



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

6.2.3

ORDERED:

**THAT THE FOLLOWING HOME RULE PETITION BE ADOPTED BY THE
CITY COUNCIL AND FORWARDED TO THE GENERAL COURT**

HOME RULE PETITION

**AN ACT AUTHORIZING BRIAN DACEY TO TAKE THE CIVIL SERVICE
EXAMINATION FOR THE POSITION OF POLICE OFFICER IN THE CITY OF
HAVERHILL NOTWITHSTANDING THE MAXIMUM AGE REQUIREMENT.**

Be it enacted, etc. as follows:

Section 1. Notwithstanding any general or special law or rule or regulation to the contrary regulating the maximum age of applicants for appointment as police officer, Brian Dacey of the City of Haverhill, shall be eligible for appointment to the position of police officer in the City if he meets all other requirements, in which case she shall be eligible for certification and appointment to the police department of the City of Haverhill. To be effective for the 2023 law enforcement officer examination results.

Section 2. This act shall take effect upon its passage.

Brian Dacey

Haverhill, MA 01832

EXPERIENCE

Quality Sewer & Drain, Peabody MA —
Sewer & Drain Technician

Valley Collaborative, Billerica MA —
Custodial Maintenance Worker

Boston Police Department, Boston MA —
Custodial Maintenance Worker

EDUCATION

Boston Latin Academy —
High School Diploma - June 2001

SUMMARY

Highly motivated aspiring law enforcement officer with strong interpersonal skills, ability to handle difficult situations and resolve conflict promptly. Possess a valid and current firearms safety certification.

SKILLS

Rapid problem solving

Ability to recognize actual and potential dangers

Technology savvy for documentation purposes

Team leadership and motivation

Ability to observe and remember detail

MA LTC Certified



City of Haverhill, MA

82

Hearing October 3 2023

08/01/2023

CCSP-23-7

City Council Special Permit

Status: Active**Date Created:** Jul 26, 2023

10.1

Applicant

Robert Harb
bobharb@aol.com
40 Kenoza Avenue
Haverhill, MA 01830
9783735611

Primary Location

71 PORTLAND ST
Haverhill, MA 01830

Owner:

MATIAS CAPITAL, LLC
64 BROADWAY METHUEN, MA 01844

Important: Please Read Before Starting Your Application**Applicant Information****What is Your Role in This Process?**

Attorney/Agent

Applicant Business/Firm Phone

978-373-5611

Applicant Business/Firm City

Haverhill

Applicant Business/Firm Zip

01830

Client Business Name

Matias Capital, LLC

Client Email

matias.enterprises@gmail.com

Client City

Methuen

Client Zip

01844

Client Business Structure

Limited Liability Corporation (LLC)

Applicant Business/Firm Name

Robert D Harb, Attorney At Law

Applicant Business/Firm Address

40 Kenoza Avenue

Applicant Business/Firm State

MA

Client Name

Matias Capital, LLC

Client Phone

978-361-0601

Client Address

64 Broadway

Client State

MA

Client County

Essex County

IN CITY COUNCIL: August 8 2023

VOTED: that COUNCIL HEARING BE HELD OCTOBER 3 2023

Attest:

City Clerk**Property Information****Proposed Housing Plan Name**

Special permit Plan of Land at 71,73,75,77 Portland Street

How Long Owned by Current Owner?

4 1/2 years

Lot Dimension(s)**Proposed Street Name(s)**

N/A

Type of Dwelling(s) Planned in Project

Multi-Family

Registry Plat Number, Block & Lot

8/1/23, 12:30 PM	OpenGov
92' frontage; 118' depth;11,155 S.F. area	609-488-12
Zoning District Where Property Located	
CC - Commercial Central	--
Deed Recorded in Essex South Registry: Block Number	
37308	
Deed Recorded in Essex South Registry: Page	
236	
Does the Property Have Multiple Lots?	
No	
Thoroughly Describe the Reason(s) for thre Special Permit	
Applicant seeks a Special Permit to expand an exiting 12 unit multifamily building to a 16 unit multifamily building in a CC Zone.	
Property Description	
The land with the buildings thereon situated in Haverhill, Essex County, Commonwealth of Massachusetts on the easterly side of Portland Street and bounded and described as follows: On the West by said Portland Street 92 feet; on the north by land now or formerly of F. J. Stevens 126 feet; on the east by land now or formerly of Annie E. Emery 92 feet; on the south by land now or formerly of E.W. Allen and Mrs. A.T. Noyes 118 feet.	
Current Property Use	TOTAL Number of Units Planned
Residential Housing	16
TOTAL Number of Parking Spaces Planned	
13	
Special Circumstances	
Building Coverage	Dimensional Variance
<input type="checkbox"/>	<input type="checkbox"/>
Front Yard Setback	Side Yard Setback
<input type="checkbox"/>	<input type="checkbox"/>
Rear Yard Setback	Lot Frontage
<input type="checkbox"/>	<input type="checkbox"/>
Lot Depth	Lot Area
<input type="checkbox"/>	<input type="checkbox"/>
Building Height	Floor Area Ratio
<input type="checkbox"/>	<input type="checkbox"/>
Open Space	Parking
<input type="checkbox"/>	<input type="checkbox"/>
Sign Size	Use
<input type="checkbox"/>	<input type="checkbox"/>
Other	IF OTHER, Please Describe
<input checked="" type="checkbox"/>	Special permit to expand an existing 12 Unit multifamily building to a 16 Unit multifamily building
Hearing Waiver	
Agrees	
No	

Agreement & Signature**Agrees****PLEASE READ****Office Use Only****City Council Decision**

--

City Council Hearing Date

--

Reason for Council's Decision

--

City Council Members Absent

--

City Council Members Present

--

Continuance Meeting Date

--

Also Present

--

City Councilor Who Seconded Motion

--

City Councilor Who Made Motion

--

City Councilors Who Voted Against

--

City Councilors Who Abstained

--

Continuance Motion Decision

--

Who Submitted Continuance Request?

--

City Councilors Who Voted in Favor

--

Number of 12"x18" Mylar Copies

--

Appeal Expiration Date

--









Number of 24"x36" Mylar Copies

--

Number of 18"x24" Mylar Copies

--











Attachments

-  Applicant is Owner.docx
Uploaded by Robert Harb on Jul 25, 2023 at 3:44 pm
-  j-city-matias-07262023145012.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:09 pm
-  71PortlandStSpPermitMatias.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:14 pm
-  71PortlandStSpPermitMatias.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:14 pm
-  j-city-matias-07262023145012.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:15 pm
-  j-city-matias-07262023145012.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:15 pm
-  71_Portland_St._13x19_(2)_Floor PLans.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:18 pm
-  Abutters 71 Portland St 609.488.12.xlsx
Uploaded by Christine Webb on Jul 31, 2023 at 3:34 pm

History

Date	Activity
Jul 25, 2023 at 3:16 pm	Robert Harb started a draft of Record CCSP-23-7
Jul 26, 2023 at 4:18 pm	Robert Harb added attachment 71_Portland_St._13x19_(2)_Floor Plans.pdf to Record CCSP-23-7
Jul 26, 2023 at 4:18 pm	Robert Harb added attachment 71_Portland_St._13x19_(2)_Floor Plans.pdf to Record CCSP-23-7
Jul 26, 2023 at 4:18 pm	Robert Harb removed attachment 71_Portland_St._13x19_(2)_Floor Plans.pdf from Record CCSP-23-7
Jul 26, 2023 at 4:19 pm	Robert Harb submitted Record CCSP-23-7
Jul 26, 2023 at 4:22 pm	completed payment step Special Permit Filing Fee on Record CCSP-23-7
Jul 26, 2023 at 4:22 pm	approval step Planning Director Review was assigned to William Pillsbury on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	William Pillsbury approved approval step Planning Director Review on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Assessor for Abutter's List was assigned to Christine Webb on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Conservation Department Review was assigned to Robert Moore on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Engineering Department Review was assigned to John Pettis on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Water/Wastewater Review was assigned to Robert Ward on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Health Department Review was assigned to Bonnie Dufresne on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Fire1 Department Review was assigned to Eric Tarpy on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Fire2 Department Review was assigned to Michael Picard on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Police Department Review was assigned to Kevin Lynch on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Storm Water Review was assigned to Robert Moore on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step City Clerk Review - Hearing Dates Set was assigned to Maria Bevilacqua on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step DPW Review was assigned to Robert Ward on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step School Department Review was assigned to Mike Pfifferling on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Building Inspector Approval for Agendawas assigned to Tom Bridgewater on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step Water Supply Review was assigned to Robert Ward on Record CCSP-23-7
Jul 31, 2023 at 1:03 pm	approval step City Council Clerk Notified was assigned to Laurie Brown on Record CCSP-23-7
Jul 31, 2023 at 1:06 pm	Robert Moore approved approval step Conservation Department Review on Record CCSP-23-7
Jul 31, 2023 at 1:07 pm	Robert Moore approved approval step Storm Water Review on Record CCSP-23-7
Jul 31, 2023 at 1:16 pm	Mike Pfifferling approved approval step School Department Review on Record CCSP-23-7
Jul 31, 2023 at 3:34 pm	Christine Webb added attachment Abutters 71 Portland St 609.488.12.xlsx to Record CCSP-23-7
Jul 31, 2023 at 3:37 pm	Christine Webb approved approval step Assessor for Abutter's List on Record CCSP-23-7
Jul 31, 2023 at 3:48 pm	Laurie Brown approved approval step City Council Clerk Notified on Record CCSP-23-7
Aug 1, 2023 at 11:37 am	Kevin Lynch approved approval step Police Department Review on Record CCSP-23-7
Aug 1, 2023 at 12:28 pm	Kaitlin Wright assigned approval step City Clerk Review - Hearing Dates Set to Kaitlin Wright on Record CCSP-23-7

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Special Permit Filing Fee	Paid	Jul 26, 2023 at 4:19 pm	Jul 26, 2023 at 4:22 pm	-	-
 Planning Director Review	Complete	Jul 26, 2023 at 4:22 pm	Jul 31, 2023 at 1:03 pm	William Pillsbury	-
 Conservation Department Review	Complete	Jul 31, 2023 at 1:03 pm	Jul 31, 2023 at 1:06 pm	Robert Moore	-
 Storm Water Review	Complete	Jul 31, 2023 at 1:03 pm	Jul 31, 2023 at 1:07 pm	Robert Moore	-
 School Department Review	Complete	Jul 31, 2023 at 1:03 pm	Jul 31, 2023 at 1:16 pm	Mike Pfifferling	-
 Assessor for Abutter's List	Complete	Jul 31, 2023 at 1:03 pm	Jul 31, 2023 at 3:37 pm	Christine Webb	-
 City Council Clerk Notified	Complete	Jul 31, 2023 at 1:03 pm	Jul 31, 2023 at 3:48 pm	Laurie Brown	-
 Police Department Review	Complete	Jul 31, 2023 at 1:03 pm	Aug 1, 2023 at 11:37 am	Kevin Lynch	-
 City Clerk Review - Hearing Dates Set	Active	Jul 31, 2023 at 1:03 pm	-	Kaitlin Wright	-
 DPW Review	Active	Jul 31, 2023 at 1:03 pm	-	Robert Ward	-

Label	Status	Activated	Completed	Assignee	Due Date
✓ Engineering Department Review	Active	Jul 31, 2023 at 1:03 pm	-	John Pettis	-
✓ Fire1 Department Review	Active	Jul 31, 2023 at 1:03 pm	-	Eric Tarpy	-
✓ Fire2 Department Review	Active	Jul 31, 2023 at 1:03 pm	-	Michael Picard	-
✓ Health Department Review	Active	Jul 31, 2023 at 1:03 pm	-	Bonnie Dufresne	-
✓ Water/Wastewater Review	Active	Jul 31, 2023 at 1:03 pm	-	Robert Ward	-
✓ Water Supply Review	Active	Jul 31, 2023 at 1:03 pm	-	Robert Ward	-
✓ Building Inspector Approval for Agenda	Active	Jul 31, 2023 at 1:03 pm	-	Tom Bridgewater	-
✓ First Ad Placement	Inactive	-	-	-	-
✓ Placed on Agenda	Inactive	-	-	-	-
✓ Abutter Notification	Inactive	-	-	-	-
✓ Second Ad Placement	Inactive	-	-	-	-
✓ City Councilor A Review	Inactive	-	-	-	-
✓ City Councilor B Review	Inactive	-	-	-	-
✓ City Councilor C Review	Inactive	-	-	-	-
✓ City Councilor D Review	Inactive	-	-	-	-
✓ City Councilor E Review	Inactive	-	-	-	-
✓ City Councilor F Review	Inactive	-	-	-	-
✓ City Councilor G Review	Inactive	-	-	-	-
✓ City Councilor H Review	Inactive	-	-	-	-
✓ City Councilor I Review	Inactive	-	-	-	-
✓ City Council Meeting	Inactive	-	-	-	-
✓ Meeting Minutes & Decision Filed w/City Clerk	Inactive	-	-	-	-



Planning Director Review

 ● **Complete** ▾

Complete

Assignee

 William Pillsbury

Due date

 None



William Pillsbury

Remove Comment • Jul 31, 2023 at 1:03 pm

ok for agenda



William Pillsbury

Remove Comment • Sep 27, 2023 at 2:15 pm

I recommend approval of this project as submitted. I recommend any c
department comments be included as part of the special permit.

This step was assigned to William Pillsbury - Jul 26, 2023 at 4:22 pm
William Pillsbury approved this step - Jul 31, 2023 at 1:03 pm



Health Department Review

 **● Complete** ▾

Complete

Assignee

 Mark Tolman

Due date

 None



Mark Tolman

Remove Comment • Aug 3, 2023 at 9:57 am

Buildings are serviced by city water and sewer service connections.

Dumpster area provided / private pickup.

This step was assigned to Bonnie Dufresne - Jul 31, 2023 at 1:03 pm
Bonnie Dufresne assigned this step to Mark Tolman - Aug 2, 2023 at 11:27 am
Mark Tolman approved this step - Aug 3, 2023 at 9:57 am



Fire2 Department Review

**● Complete ▾**

Complete

Assignee

 Michael Picard

Due date



None



Michael Picard

Remove Comment • Aug 3, 2023 at 3:18 pm

The planning, design and construction of new buildings, renovation of existing buildings and structures to provide egress facilities, fire protection and built-in fire protection equipment shall be in accordance with 780 CMR; and any alterations, additions or changes in buildings required by the provisions of 527 CMR which in the scope of 780 CMR, 9th edition, shall be made in accordance therewith. (527 CMR 1.04(4) and 780 CMR 101.2). Additionally, 780 CMR (901.2.1) Document Submittal Process will be required.

Plans approved by the fire department are approved with the intent they comply in all respects to MSBC, 780 CMR, 527 CMR 1.00, NFPA 1 2021 ed., MGL Chapter 148 and any City of Haverhill ordinance. Any omissions or errors on the plans do not relieve the applicant of complying with applicable requirements.

NFPA compliant Sprinkler and Fire Alarm Systems are required for this project

This step was assigned to Michael Picard - Jul 31, 2023 at 1:03 pm
Michael Picard approved this step - Aug 3, 2023 at 3:18 pm

ROBERT D. HARB
ATTORNEY AT LAW
40 KENOZA AVENUE
HAVERHILL, MASSACHUSETTS 01830

TEL: (978) 373-5611
FAX: (978) 373-7441
EMAIL: bobharb@aol.com

July 25, 2023

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

Re: **APPLICATION FOR A SPECIAL PERMIT
TO EXPAND AN EXISTING 12 UNIT MULTIFAMILY DWELLING TO A
16 UNIT MULTIFAMILY DWELLING IN A CC ZONE**
Matias Capital, LLC-Owner/Applicant
Property: 71-77 Portland Street, Haverhill
Haverhill Assessor's Map 609-488-12

Matias Capital, LLC, Owner and Applicant, with mailing address 64 Broadway, Methuen, MA 01844, is applying to the City Council for a Special Permit under the terms and provisions of the Haverhill Zoning Ordinance Chapter 255 to expand an existing 12 Unit Multifamily Dwelling to a 16 Unit Multifamily Dwelling for the property located at 71-77 Portland Street.. See Site Plan and Floor Plans filed herewith. Applicant proposes a total of 16 one bedroom dwelling units.

A Multifamily dwelling is allowed in this CC Zone with a Special Permit. This multifamily dwelling already exists. All variances required for this expansion project have been obtained from the Board of Appeals and the decision has been recorded at the Registry of Deeds. This use is the best use of the property in the neighborhood where it is located.

The Applicant has upgraded the premises since its purchase. See Photos attached. At present an application for over \$600,000.00 in renovations has been filed with the City.

The neighborhood is occupied by multifamily dwellings. See Assessor database for Portland Street attached.

The additional units in this building with no exterior changes will provide needed housing in the City, will not affect the character of the neighborhood, has on site parking, and will have a newly installed sprinkler system.

By allowing this additional housing in the already existing building, it will bring added tax revenue to the City and will be consistent with the neighborhood .

It should be noted that from the Applicant's history, in one-bedroom dwellings only about one half of the residents have vehicles, and most of the units are rented to single persons. Other multifamily dwellings in the neighborhood have little or no parking.

This project on this lot will be a valuable improvement to the building and the neighborhood.

Applicant meets all the requirements under Chapter 255 Section 10.4.2 for a Special permit:

- A. The proposed use or structure will not cause substantial detriment to the neighborhood or the City taking into account the characteristics of the site (its size, location, and existing structure) and the proposal in regard to this site.
- B. Community need for additional housing is served by this proposal.
- C. Traffic and pedestrian flow and safety have been addressed and the required parking has been supplied.
- D. Adequate utilities and other public services are all supplied for this project. Property is on city water and city sewer.
- E. The neighborhood character and social structures have been addressed in the architectural designs of this project. Many multifamily dwellings are in the neighborhood. See Assessors Report attached hereto.
- F. There will be no impact to natural environment.
- G. The project will increase the city's tax base and have no adverse impact on City services.

Applicants would respectfully request the City Council grant this Application for a Special Permit to expand an existing 12 unit multifamily building to a 16 unit multifamily building.

Respectfully submitted,

Robert D. Harb

Robert D. Harb, Attorney For Applicant-Matias Capital, LLC

l-city council-Matias-portland street-sp-brief

:

71-77 Portland Street

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

City of Haverhill, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated February 5, 2019
Data updated February 4, 2019

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.

Click on the Column Headings to sort accordingly.
Click on the Parcel ID to view the parcel detail.

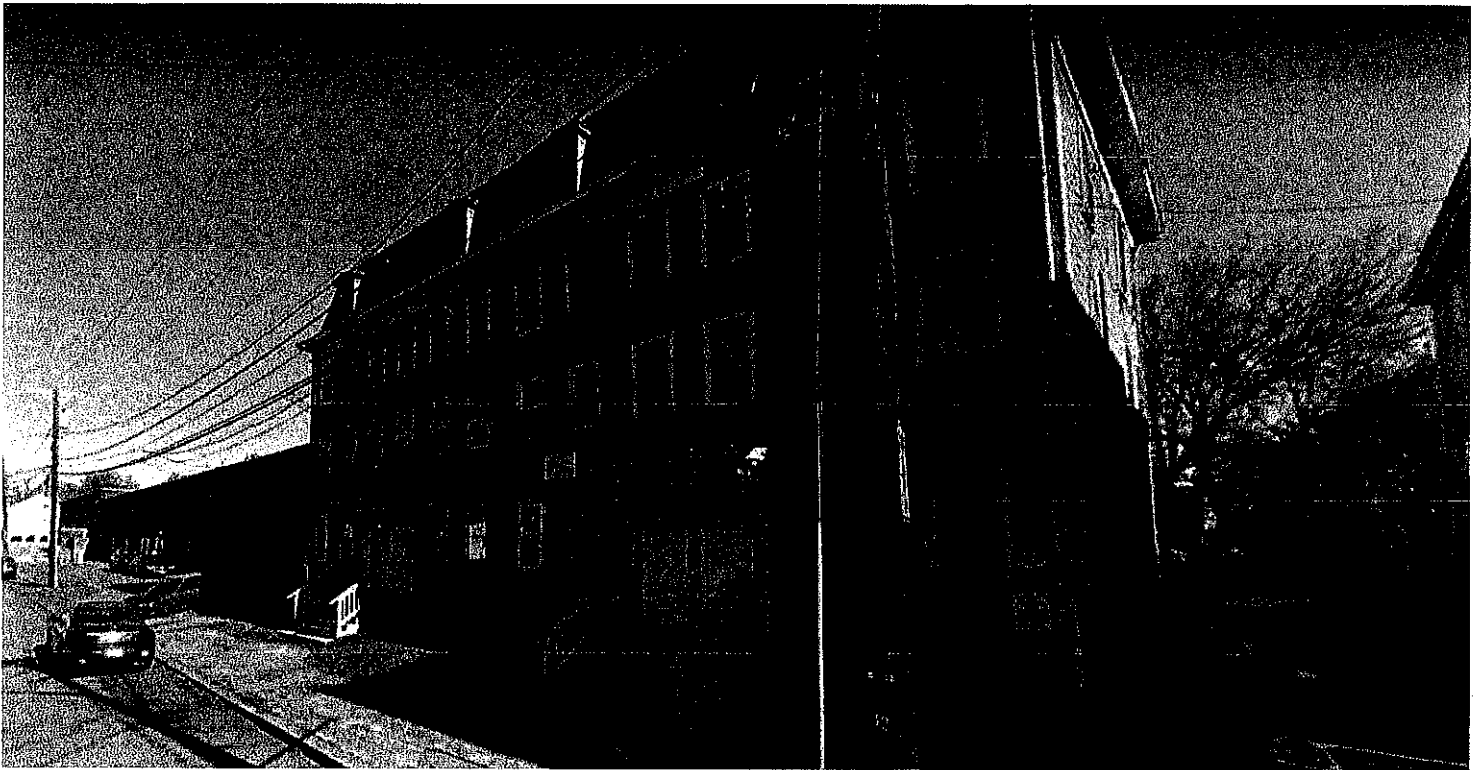
Parcel ID	Location	Owner	Built Type	Total Value	Beds Baths	Lot size Fin area	LUC Description	NHood	Sale date Sale price	Book Page
109-18-16	PORTLAND ST	NEW ENGLAND TEL + TEL CO C/O DUFF AND PHELPS		\$291,700		20,600	337 PARKLOT	60	2/6/1963	5699 63
109-20-16	PORTLAND ST	BROOKRIDGE COMMUNITY CHURCH		\$259,400		6,900	960 RELIGIOUS	60	9/12/2008	28035-290
609-489-3	PORTLAND ST	94 PORTLAND STREET, LLC		\$132,900		7,205	106 OUT BLD	XF	8/17/2022	41136-53
610-491-2	PORTLAND ST	CITY OF HAVERHILL PUBLIC PROPERTY DEPT		\$147,900		18,169	931 MUNICIPAL	XF	\$100	
610-490-16	103 PORTLAND ST	D AND F REALTY TRUST PETER DIZOGGIO-TRUSTEE	1910 APT CONV	\$525,200	8 6	5,088 3,141	111 APT 4-8	XF	3/7/2012	31147-116
610-491-7	104 PORTLAND ST	104 PORTLAND STREET REALTY TR SOCAGE, LLC-TRUSTEE	1900 APT CONV	\$430,400	11 5	4,225 3,454	111 APT 4-8	XF	8/21/2018	36952-137
610-490-17	107 PORTLAND ST	SAINVAL MAGALIE L-ETUX SAINVAL MONDESTIN	1860 OLD STYLE	\$335,600	3 2	2,317 1,418	101 ONE FAM	XF	6/3/2021	39943-194
610-491-6	108 PORTLAND ST	GUGLIELMI ALFONSO	1880 MULTI-GRDN	\$523,600	7 3	7,366 2,948	104 TWO FAM	XF	4/1/2022	40835-397
109-20-5	11 PORTLAND ST	SHAW FAMILY REALTY TRUST SHAW JESSIE R TRUSTEE		\$284,700		4,922	390 LAND-C	10	9/18/2006	26090-367
610-490-19	113 PORTLAND ST	HAVERHILL MULTI FAMILY LLC C/O JOHN CRAIG	1890 APT CONV	\$638,500	8 7	9,069 4,360	111 APT 4-8	XF	5/22/2009	28611-591
610-491-5	114 PORTLAND ST	GOLDWETHA PROPERTIES SOLUTIONS LLC	1900 APT CONV	\$608,100	8 6	10,968 4,311	111 APT 4-8	XF	11/16/2022	41304-122
610-490-20	117 PORTLAND ST	QUEZADA TULIO	1900 APT CONV	\$554,800	6 4	11,295 4,376	111 APT 4-8	XF	11/25/2022	41320-255
610-491-4-1	118 PORTLAND ST	DROUIN MADISON ROSE	1988 CONDO-TNHS	\$258,200	2 1	0 1,124	102 CONDO	C23	6/16/2021	39986-465
610-491-4-2	118 PORTLAND ST	HANDLOFF JOEL	1988 CONDO-TNHS	\$266,600	2 1	0 1,240	102 CONDO	C23	4/16/2021	39773-475
610-491-4-3	120 PORTLAND ST	ELPENORD DARLY	1988 CONDO-TNHS	\$239,400	2 1	0 1,102	102 CONDO	C23	11/19/2018	37160-261
610-491-4-4	120 PORTLAND ST	LI MAN CHEE	1988 CONDO-TNHS	\$246,600	2 1	0 1,296	102 CONDO	C23	1/29/2009	28279-541
610-491-4-5	120 PORTLAND ST	ADAMS NANCY	1988 CONDO-TNHS	\$241,000	2 1	0 1,120	102 CONDO	C23	1/12/2006	25282-119
610-490-21-121	121 PORTLAND ST	KILSON GISSEL	2019 CONDO-TNHS	\$362,800	3 2	0 1,601	102 CONDO	UA	5/5/2020	38487-471
610-490-21-123	123 PORTLAND ST	HICKERNELL ANDREW	2019 CONDO-TNHS	\$362,800	3 2	0 1,601	102 CONDO	UA	5/6/2020	38489-229
610-491-3A	124 PORTLAND ST	MARTINEZ MARIA	1900 OLD STYLE	\$418,300	3 1	6,007 1,593	101 ONE FAM	XF	10/18/2021	40388-302
610-490-21-125	125 PORTLAND ST	MENDOZA GUARINA I. JAQUEZ	2019 CONDO-TNHS	\$362,800	3 2	0 1,601	102 CONDO	UA	7/2/2020	38679-271
610-491-3	126 PORTLAND ST	DUSHAME LISA M-ETAL WILLIAMS JOEL M FERNANDEZ BARBARA A-LIFE EST	1885 MULTI-GRDN	\$422,700	5 2	6,761 2,536	104 TWO FAM	XF	6/8/2022	40988-477

Parcel ID	Location	Owner	Built Type	Total Value	Beds Baths	Lot size Fin area	LUC Description	NHood	Sale date Sale price	Book Page
610-490-23	127 PORTLAND ST	127 PORTLAND STREET REALTY TR TOLIOS THEODORE V TRUSTEE TOLIOS ERATO TRUSTEE	1860 MULTI-GRDN	\$601,600	5 3	6,081 3,677	105 3 FAMLY	XF	2/12/2008 \$100	27515-556
610-490-25	133 PORTLAND ST	PAULINO NICOLAS RAMIREZ	1900 MULTI-GRDN	\$470,700	4 2	4,748 2,718	104 TWO FAM	XF	5/29/2013 \$187,270	32509-471
610-490-26	135 PORTLAND ST	PEARSON DAVID R	1870 MULTI-GRDN	\$491,700	5 2	4,434 3,960	104 TWO FAM	XF	7/7/2020 \$100	38687-55
610-491-1	136 PORTLAND ST	RODRIGUEZ CARMEN L	1890 MULTI-GRDN	\$498,400	6 3	4,256 2,907	104 TWO FAM	XF	9/3/2003 \$229,900	21678-179
610-490-27	139 PORTLAND ST	ADOMAKO NYAMEKYE	2003 COLONIAL	\$379,800	3 1	3,350 1,440	101 ONE FAM	EF	5/6/2004 \$247,000	22802-245
109-20-6	17 PORTLAND ST	DOMBROWSKI GREGORY	1900 APT CONV	\$395,700	4 4	6,281 2,144	111 APT 4-8	XF	11/20/2007 \$165,000	27335-462
109-20-7	21 PORTLAND ST	CASTANEDA EMMANUEL	1900 APT CONV	\$472,500	5 4	5,362 2,635	111 APT 4-8	XF	7/17/2020 \$480,000	38721-301
109-20-9	2329 PORTLAND ST	IGLESIA BIBLICA BAUTISTA, INC.	1950 CHURCH/SYN	\$1,025,600	0 0	16,479 9,428	960 RELIGIOUS	60	2/28/2020 \$100	38296-466
109-18-14	24 PORTLAND ST	DIAZ PEDRO MANUEL PANIAGUA DIAZ LUIS ANTONIO PANIAGUA	1875 MULTI-GRDN	\$481,100	6 3	5,998 3,294	104 TWO FAM	XF	4/6/2022 \$590,000	40845-94
109-20-8	25 PORTLAND ST	25 PORTLAND STREET REAL ESTATE GROUP, L.L.C.	1900 APRTMNT-GN	\$1,338,900	20 18	5,192 9,724	112 APTS >8	AF	7/15/2022 \$2,675,000	41067-452
109-18-13	26 PORTLAND ST	EDOBOR-OVABOR JOY	1900 OLD STYLE	\$372,700	4 2	5,062 2,577	101 ONE FAM	XF	3/7/2016 \$195,000	526-89255
109-21-1	30 PORTLAND ST	BLY BRIAN R ETUX BLY LORIA	1900 OLD STYLE	\$298,600	3 1	1,803 1,352	101 ONE FAM	XF	9/27/1996 \$50,000	137. 74-311
109-21-18	34 PORTLAND ST	THE JAVIER CORTES REVOCABLE TRUST OF 2012 CORTES JAVIER-TRUSTEE	1900 APT CONV APT CONV	\$646,100	8 4	11,282 6,445	111 APT 4-8	XF	4/30/2015 \$100	34017-430
109-21-16	40 PORTLAND ST	MOLTEN BABYLON AJ, LLC	1780 MULTI-GRDN OLD STYLE OLD STYLE	\$580,300	13 4	7,841 5,397	109 MULT HS	XF	10/26/2015 \$430,000	34470-383
109-21-15	50 PORTLAND ST	D AND F REALTY TRUST FORTUNATO GEORGE-TRUSTEE	1940 APT CONV	\$489,500	6 6	7,453 2,968	111 APT 4-8	XF	7/19/2013 \$313,000	32669-470
109-21-14	54 PORTLAND ST	MCQUILKIN YVONNE	1900 MULTI-GRDN	\$453,500	6 3	3,698 1,860	105 3 FAMLY	XF	3/31/2017 \$311,000	35771-3
109-21-13	56 PORTLAND ST	TERRERO EURIN RAFAEL	1900 OLD STYLE	\$462,100	5 2	3,960 2,242	101 ONE FAM	XF	12/23/2021 \$100	40603-525
609-489-10	62 PORTLAND ST	GREAT BRIDGE HAVERHILL LTD PTN	2003 APRTMNT-GN	\$3,670,700	65 42	26,415 35,032	114 AFFORDABLE	AF	5/3/2002 \$350,000	18667-71
609-488-11	69 PORTLAND ST	FILS GARY	1890 OLD STYLE	\$287,800	3 1	1,259 1,583	101 ONE FAM	XF	12/1/2021 \$320,000	40538-232
609-488-12	71 PORTLAND ST	MATIAS CAPITAL, LLC	1900 APRTMNT-GN	\$1,139,800	18 12	10,711 11,412	112 APTS >8	AF	2/1/2019 \$685,000	37308-236
609-489-7	7274 PORTLAND ST	ATLANTIS VENTURES, LLC	1900 APT CONV	\$472,800	10 5	6,229 3,294	111 APT 4-8	XF	2/1/2021 \$475,000	39482-398
609-489-6	7678 PORTLAND ST	PENALO FRANCISCO A ETUX ROSAA. CORONADO de PENALO	1900 MULTI-GRDN	\$481,700	9 2	6,364 2,938	104 TWO FAM	XF	7/1/2009 \$117,900	28751-198
609-489-5	82 PORTLAND	D & G REALTY DEVELOPMENT, LLC	1900 MULTI-GRDN	\$535,600	10 3	7,309 2,664	105 3 FAMLY	XF	12/30/2010 \$127,000	30115-536

<u>Parcel ID</u>	<u>Location</u>	<u>Owner</u>	<u>Built Type</u>	<u>Total Value</u>	<u>Beds Baths</u>	<u>Lot size Fin area</u>	<u>LUC Description</u>	<u>NHood</u>	<u>Sale date Sale price</u>	<u>Book Page</u>
609-489-4	ST 86 PORTLAND	MATIAS JUANA B	1905 MULTI-GRDN	\$577,000	6 3	7,205 3,065	105 3 FAMILY	XF	5/15/2019 \$240,000	37511-167
609-489-2	ST 94 PORTLAND	94 PORTLAND STREET, LLC	1900 APT CONV	\$454,900	8 4	10,289 3,260	111 APT 4-8	XF	8/17/2022 \$100	41136-53
609-489-1	ST 98 PORTLAND	GODIN DAVID K ETUX GODIN JILL F	1900 MULTI-GRDN	\$568,800	4 3	4,639 2,778	105 3 FAMILY	XF	2/6/1963	8786 537

Print page 1 of 1

BEFORE



AFTER



Lot Dimension(s)

92' frontage; 118' depth; 11,155 S.F. area

Registry Plat Number, Block & Lot

609-488-12

Zoning District Where Property Located

CC - Commercial Central

--

Deed Recorded in Essex South Registry: Block Number

37308

Deed Recorded in Essex South Registry: Page

236

Does the Property Have Multiple Lots?

No

Thoroughly Describe the Reason(s) for thre Special Permit

Applicant seeks a Special Permit to expand an exiting 12 unit multifamily building to a 16 unit multifamily building in a CC Zone.

Property Description

The land with the buildings thereon situated in Haverhill, Essex County, Commonwealth of Massachusetts on the easterly side of Portland Street and bounded and described as follows: On the West by said Portland Street 92 feet; on the north by land now or formerly of F. J. Stevens 126 feet; on the east by land now or formerly of Annie E. Emery 92 feet; on the south by land now or formerly of E.W. Allen and Mrs. A.T. Noyes 118 feet.

Current Property Use

Residential Housing

TOTAL Number of Units Planned

16

TOTAL Number of Parking Spaces Planned

13

Special Circumstances**Building Coverage**☐**Dimensional Variance**☐**Front Yard Setback**☐**Side Yard Setback**☐**Rear Yard Setback**☐**Lot Frontage**☐**Lot Depth**☐**Lot Area**☐**Building Height**☐**Floor Area Ratio**☐**Open Space**☐**Parking**☐**Sign Size**☐**Use**☐**Other**☒**IF OTHER, Please Describe**

Special permit to expand an existing 12 Unit multifamily building to a 16 Unit multifamily building

Hearing Waiver**Agrees**

No

Agreement & Signature

Agrees



PLEASE READ

Office Use Only

City Council Decision

--

City Council Hearing Date

--

Reason for Council's Decision

--

City Council Members Absent

--

City Council Members Present

--

Continuance Meeting Date

--

Also Present

--

City Councilor Who Seconded Motion

--

City Councilor Who Made Motion

--

City Councilors Who Voted Against

--

City Councilors Who Abstained

--

Continuance Motion Decision

--

Who Submitted Continuance Request?

--

City Councilors Who Voted in Favor

--

Number of 12"x18" Mylar Copies

--

Appeal Expiration Date

--

Number of 24"x36" Mylar Copies

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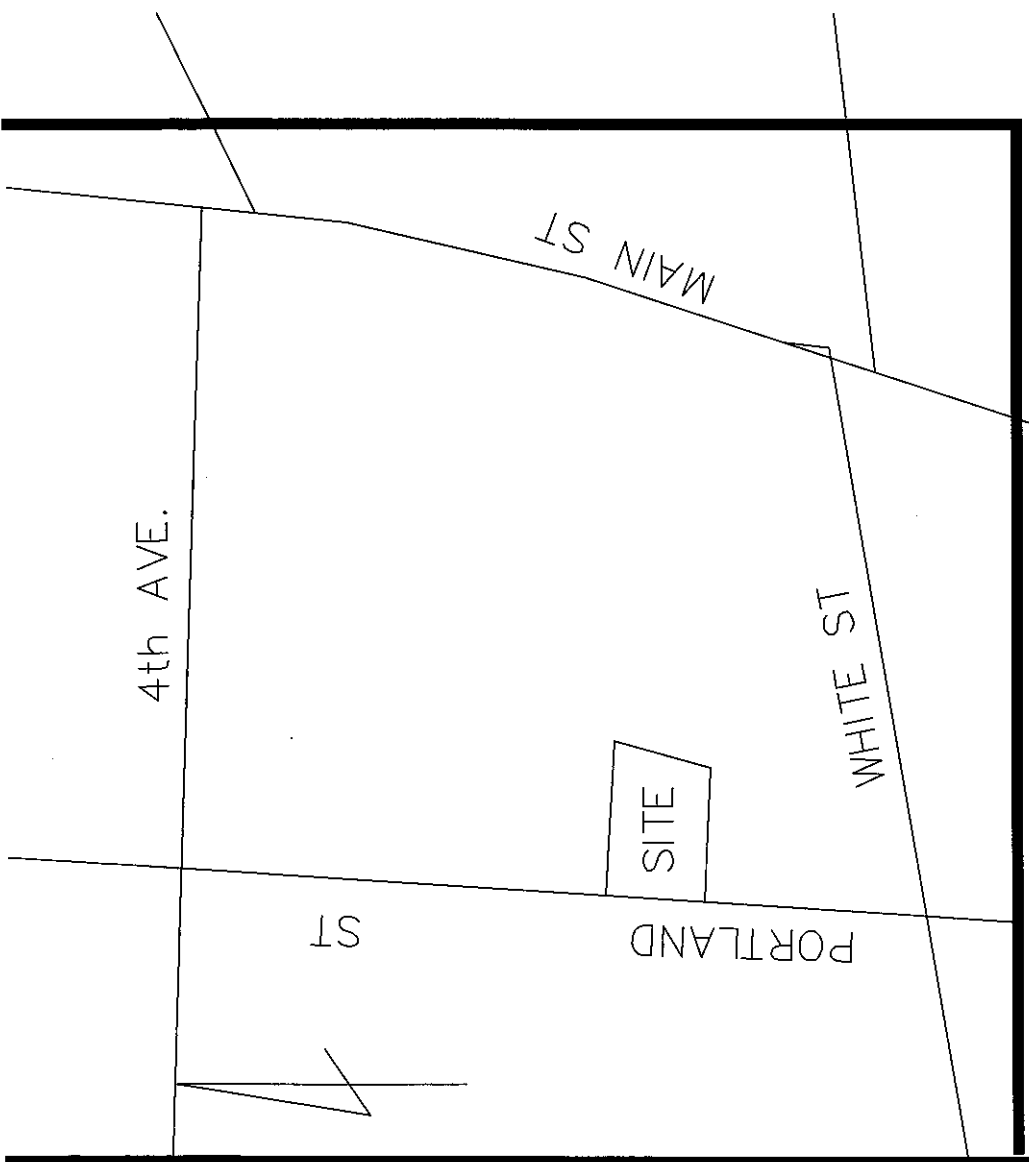
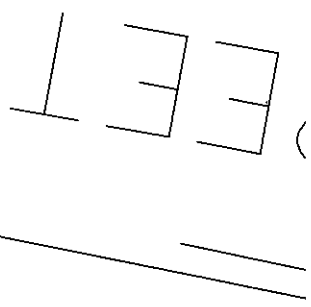
Number of 18"x24" Mylar Copies

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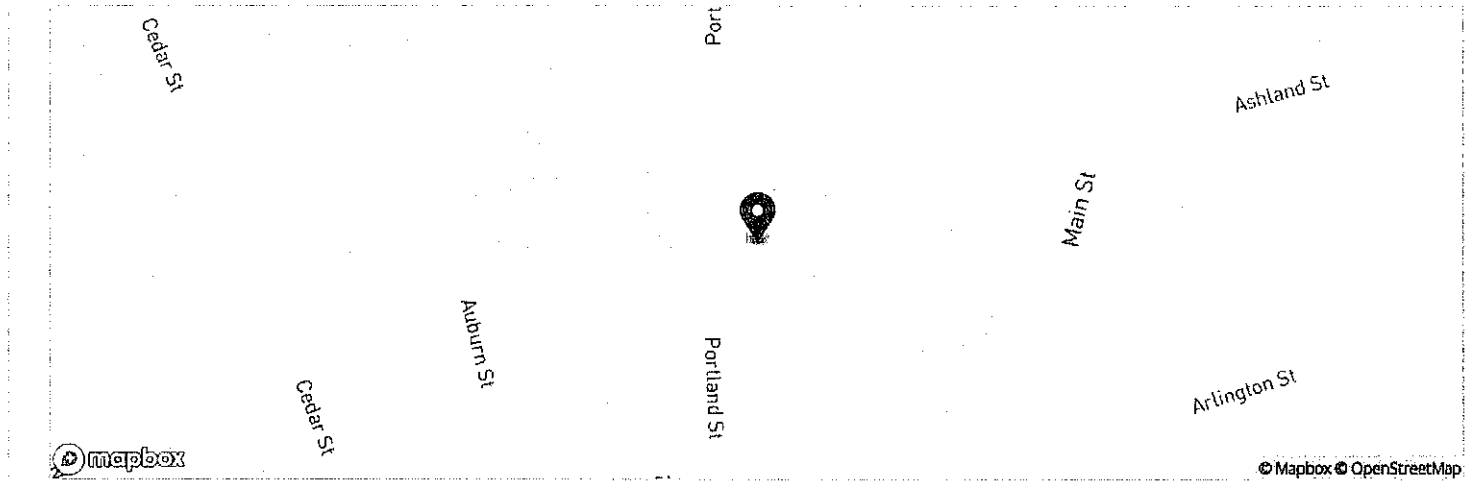
Attachments

- Applicant is Owner.docx
Uploaded by Robert Harb on Jul 25, 2023 at 3:44 pm
- l-city-matias-07262023145012.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:09 pm
- 71PortlandStSpPermitMatias.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:14 pm
- 71PortlandStSpPermitMatias.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:14 pm
- l-city-matias-07262023145012.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:15 pm
- l-city-matias-07262023145012.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:15 pm
- 71_Portland_St._13x19_(2)_Floor PLans.pdf
Uploaded by Robert Harb on Jul 26, 2023 at 4:18 pm

GENERAL NOTES
1. BOUNDARY DEEDS AND STR
2. ADDITIONAL I
AN ON SITE SUI



LOCUS PLAN
SCALE - NTS



Property Owner Information (for this record)

Name

MATIAS CAPITAL, LLC

Email Address

--

Phone Number

--

Address

64 BROADWAY
METHUEN, MA 01844

City Councilor D Review
Review



City Councilor E Review
Review



City Councilor F Review
Review



City Councilor G Review
Review



City Councilor H Review
Review



City Councilor I Review
Review



City Council Meeting
Review



Meeting Minutes & Decision Filed w/City Clerk
Review



Robert Harb

[View Profile](#)

Email Address
bobharb@aol.com (mailto:bobharb@aol.com)

Phone Number
9783735611

Address
40 Kenoza Avenue, Haverhill, MA 01830

City Councilor D Review
Review



City Councilor E Review
Review



City Councilor F Review
Review



City Councilor G Review
Review



City Councilor H Review
Review



City Councilor I Review
Review



City Council Meeting
Review



Meeting Minutes & Decision Filed w/City Clerk
Review



Special Permit Filing Fee



Paid

Due date

 None

Fees

Special Permit Filing Fee	\$250.00
Total Fees	\$250.00

Payments

Date	Method	Note	Amount	
Jul. 26, 2023	Credit Card		\$250.00	:

Robert Harb processed a \$250.00 payment - Jul 26, 2023 at 4:22 pm

City Councilor D Review

Review



City Councilor E Review

Review



City Councilor F Review

Review



City Councilor G Review

Review



City Councilor H Review

Review



City Councilor I Review

Review



City Council Meeting

Review



Meeting Minutes & Decision Filed w/City Clerk

Review



Planning Director Review



● **Complete** ▾

Complete

Assignee

 William Pillsbury

Due date



None



William Pillsbury

Remove Comment • Jul 31, 2023 at 1:03 pm

ok for agenda

This step was assigned to William Pillsbury - Jul 26, 2023 at 4:22 pm

William Pillsbury approved this step - Jul 31, 2023 at 1:03 pm

ROBERT D. HARB
ATTORNEY AT LAW
40 KENOZA AVENUE
HAVERHILL, MASSACHUSETTS 01830

TEL: (978) 373-5611
FAX: (978) 373-7441
EMAIL: bobharb@aol.com

July 25, 2023

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

Re: **APPLICATION FOR A SPECIAL PERMIT
TO EXPAND AN EXISTING 12 UNIT MULTIFAMILY DWELLING TO A
16 UNIT MULTIFAMILY DWELLING IN A CC ZONE**
Matias Capital, LLC-Owner/Applicant
Property: 71-77 Portland Street, Haverhill
Haverhill Assessor's Map 609-488-12

Matias Capital, LLC, Owner and Applicant, with mailing address 64 Broadway, Methuen, MA 01844, is applying to the City Council for a Special Permit under the terms and provisions of the Haverhill Zoning Ordinance Chapter 255 to expand an existing 12 Unit Multifamily Dwelling to a 16 Unit Multifamily Dwelling for the property located at 71-77 Portland Street.. See Site Plan and Floor Plans filed herewith. Applicant proposes a total of 16 one bedroom dwelling units.

A Multifamily dwelling is allowed in this CC Zone with a Special Permit. This multifamily dwelling already exists. All variances required for this expansion project have been obtained from the Board of Appeals and the decision has been recorded at the Registry of Deeds. This use is the best use of the property in the neighborhood where it is located.

The Applicant has upgraded the premises since its purchase. See Photos attached. At present an application for over \$600,000.00 in renovations has been filed with the City.

The neighborhood is occupied by multifamily dwellings. See Assessor database for Portland Street attached.

The additional units in this building with no exterior changes will provide needed housing in the City, will not affect the character of the neighborhood, has on site parking, and will have a newly installed sprinkler system.

By allowing this additional housing in the already existing building, it will bring added tax revenue to the City and will be consistent with the neighborhood .

It should be noted that from the Applicant's history, in one-bedroom dwellings only about one half of the residents have vehicles, and most of the units are rented to single persons. Other multifamily dwellings in the neighborhood have little or no parking.

This project on this lot will be a valuable improvement to the building and the neighborhood.

Applicant meets all the requirements under Chapter 255 Section 10.4.2 for a Special permit:

- A. The proposed use or structure will not cause substantial detriment to the neighborhood or the City taking into account the characteristics of the site (its size, location, and existing structure) and the proposal in regard to this site.
- B. Community need for additional housing is served by this proposal.
- C. Traffic and pedestrian flow and safety have been addressed and the required parking has been supplied.
- D. Adequate utilities and other public services are all supplied for this project. Property is on city water and city sewer.
- E. The neighborhood character and social structures have been addressed in the architectural designs of this project. Many multifamily dwellings are in the neighborhood. See Assessors Report attached hereto.
- F. There will be no impact to natural environment.
- G. The project will increase the city's tax base and have no adverse impact on City services.

Applicants would respectfully request the City Council grant this Application for a Special Permit to expand an existing 12 unit multifamily building to a 16 unit multifamily building.

Respectfully submitted,

Robert D. Harb

Robert D. Harb, Attorney For Applicant-Matias Capital, LLC

l-city council-Matias-portland street-sp-brief



ABOUT US

Founded in 2011, Matias Capital, LLC is a community-driven, fully integrated real estate brokerage & development company that focuses on acquisition, construction of affordable, mixed-development, and property management in Gateway cities in MA & NH.

WHO WE ARE

We are distinct due to our unique ability to own, operate and develop assets in the communities we serve. Our diverse team has over eleven years of real estate experience and operates with integrity, accountability and a commitment to exceeding expectations across all of the services we provide. Through their efforts we create communities where people can thrive and inclusive economic growth is generated.

We don't talk about inclusivity and equity; it's a part of our business DNA. Since our inception, we have worked to establish relationships with workers, vendors, mbe's and contractors that provide the highest quality of goods and services. As a company led by first generation immigrants, we employ a strong preference for hiring a diverse workforce, including people of color, women, and workers from our development project impact area. We aim to have a 40 % labor participation rate from diverse workers in our development projects and in the management of our properties.

Across all fronts, we pledge to maintain the highest standards of excellence and ensure that our developments become community assets that provide quality housing and inclusive growth in the communities we serve.

BROKERAGE

Matias Realty, founded in 2011, is a team of experienced, bilingual, and licensed real estate agents serving the states of Massachusetts, New Hampshire and Rhode Island. Our real estate company provides unparalleled service to diverse clients in the acquisition and sale of their homes. We assist our clients in making informed decisions that capitalize on current market trends and are customized to their respective goals and needs.

Learn more about the dynamic realtors that make up our team, [here](#).

PROPERTY MANAGEMENT

Founded in 2017, Matias Property Management's mission is to financially and programmatically meet the goals of our owners by providing customized and exceptional services. We ensure that our practices optimize the performance of an owner's asset while running the property smoothly for tenants and owners alike. Ensuring that clients residing in the properties we manage have access to safe, habitable housing and exceptional 24/7 customer service. We are a fully bilingual management company that operates a portfolio of 85 units and is growing across MA and NH.

What distinguishes our team from others is the expertise and cultural competence of our diverse management staff and our firm understanding that our growth is directly driven by the success of each unit we effectively manage.

EXECUTIVE TEAM



MANUEL MATIAS

FOUNDER, PRESIDENT & CHIEF EXECUTIVE OFFICER

Manuel Matias has over thirteen years of real estate experience, he is the founder and CEO of Matias Capital, Matias Realty, and Matias Property Management. As CEO, Manuel oversees strategy, acquisitions, asset management, finance and general oversight of the company. He is a seasoned licensed general contractor, MA state receiver, and has re-developed countless residential and commercial properties. Manuel has a bachelor's degree in Criminal Justice from the University of Massachusetts Lowell.



LORRAINE VILLEGAS

CHIEF OPERATING OFFICER

Lorraine Villegas has over five years of real estate experience. In her capacity as COO, she oversees the company's internal day-to-day operations, management, performance, growth, and communications for Matias Capital and Property Management.

Lorraine has a bachelor's degree in Business Administration with a minor in Finance from APEC University and a Masters Degree in Service Leadership from Rochester Institute of Technology, NY.



MAGDIEL MATIAS

DIRECTOR OF ACQUISITION & LEASING, PRINCIPAL REALTOR

Magdiel Matias has been with Matias Capital since the inception of the company. As the Principle Realtor, he leads a twelve-person realty team, serving MA, NH and RI. Under his leadership and vision he ensures successful sale and purchase of transactions and growth for Matias Realty. Additionally, Magdiel oversees all construction, leasing transactions for Matias Capital and directs marketing activities across the company's portfolio.

Magdiel has a bachelor's degree in Finance from the University of Massachusetts Lowell.



FRAN GOSSELIN

CHIEF FINANCIAL OFFICER

Fran Gosselin, has over ten years in the bookkeeping field. She started her career in banking where she worked for over twenty-five years in the lending and the information technology sector. She oversees and maintains the bookkeeping and payroll needs for Matias Capital and Property Management.

Fran is a graduate of Southern New Hampshire University w/ a bachelor's in Business Administration.



PROJECT TYPE:

A 12 unit apartment building in Haverhill, MA is being repositioned into a 16-unit building by adding four single-bedroom units on the fourth floor.

UNITS:

16 Units

TOTAL DEVELOPMENT COST:

\$1,125,015

DEVELOPER:

Matias Capital

COMPLETION DATE:

TBD

DEVELOPMENT TYPE:

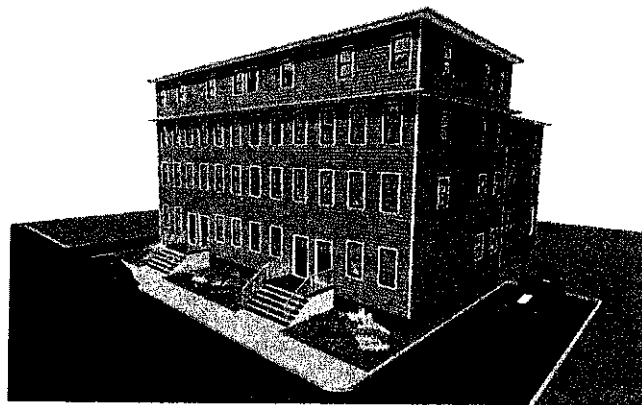
The redevelopment of 71-77 Portland St in the Lower Acers of Haverhill is a significant investment in the future of the neighborhood and the city as a whole. The new 16-unit development will offer modern and spacious apartments in a desirable location, with easy access to shopping, dining, and public transportation.

The redevelopment of 71-77 Portland St is a major catalyst for the revitalization of the Lower Acers, helping to attract new residents and businesses to the area. It will also help to create jobs, boost the local economy, and create a more vibrant and livable community.

71-77 PORTLAND ST, HAVERHILL MA

Haverhill, MA

71-77 Portland St, Haverhill MA is a building built in the 1900s in the commercial Central district of Haverhill. It consists of 12 units and is being converted into a 16-unit development. The building has been an eyesore for the community and city for many years. It is in a state of disrepair and has been vacant for several years. The conversion of the building into a 16-unit development will be a welcome addition to the neighborhood and will help to revitalize the area.



Haverhill—A GATEWAY CITY WITH HISTORIC ROOTS


Haverhill MA: A Gateway City on the Rise


Haverhill, MA is a Gateway City with a diverse economy and a thriving downtown district. The city is home to a variety of businesses, including healthcare, education, and manufacturing. Haverhill is also a relatively affordable place to live, making it a great option for first-time homebuyers and renters alike.


In recent years, Haverhill has seen significant economic revitalization, with vacant mill buildings being converted into residential units and new businesses opening their doors. The city is now a popular destination for dining, culture, and nightlife.

Haverhill is a great place to live, work, and raise a family. With its rich history, bright future, and affordable housing, Haverhill is a city on the rise.



 978-361-0601

 Matias.Enterprises@gmail.com

 Matias-Enterprises.com

71-77 Portland St Vision Statement

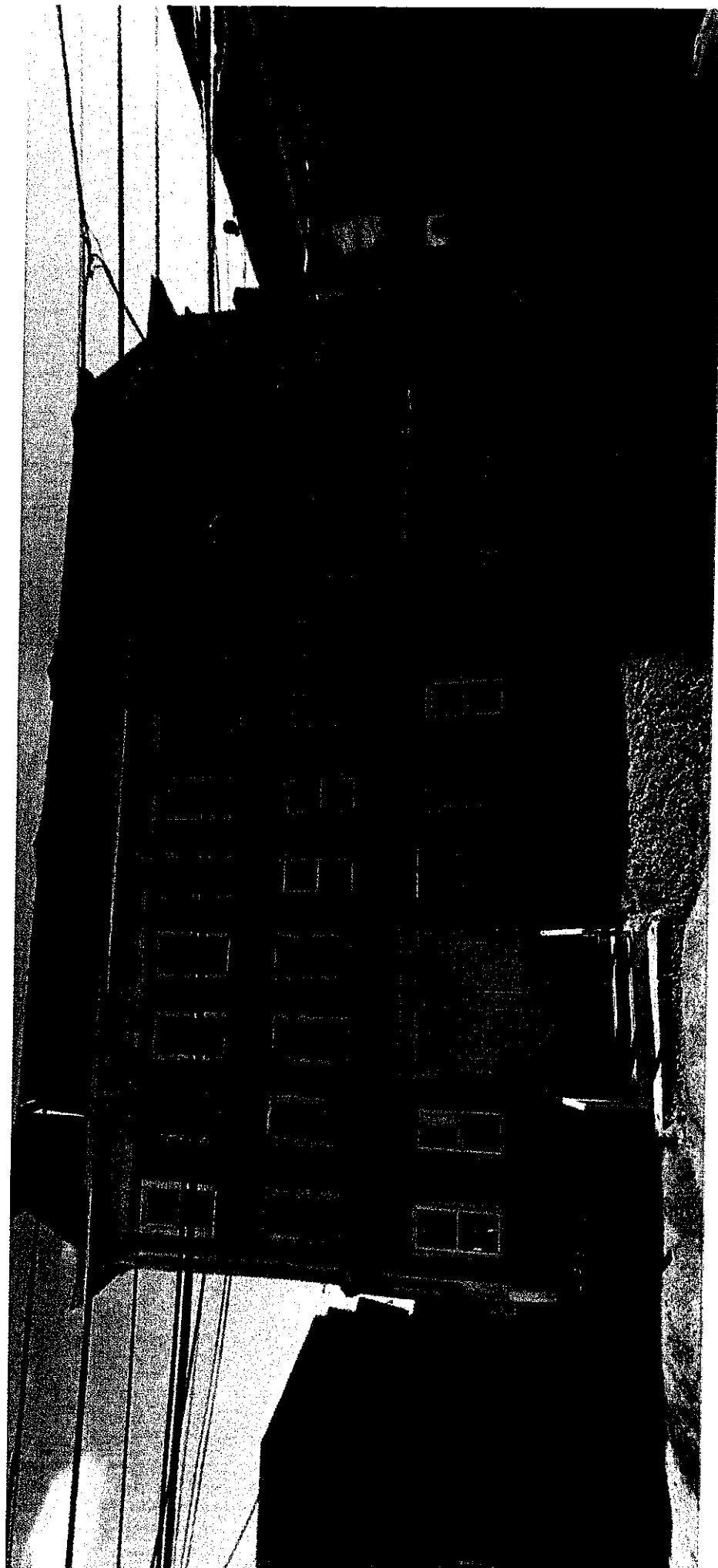
"Once abandoned and full of untapped potential, 71-77 Portland Street in Haverhill, MA is on the cusp of a remarkable transformation, thanks to the extensive renovations and improvements being undertaken by Matias Capital, LLC.

The property, currently burdened by dimly lit wooden interiors, compartmentalized rooms, and years of neglect, is destined to evolve into a premium 16-unit building with an expansive, light-filled design. Every unit will feature an open kitchen concept that seamlessly connects to both the dining area and the main living space. The restoration of the original hardwood floors to their former glory, along with the installation of a brand-new, top-of-the-line kitchen featuring white shaker cabinets, granite countertops, and a stylish tile backsplash, will create an inviting and functional environment perfect for large families. All bathrooms will undergo a complete overhaul, with upgrades including tiled flooring, new showers and tubs, modern vanities, sinks, and fixtures. The existing carpets will be replaced with high-quality laminate flooring, mimicking the look of hardwood.

Furthermore, by approving the addition of four more units to this project, the city of Haverhill will benefit from increased tax revenue. This development will contribute positively to the local economy and provide additional resources for community improvements.

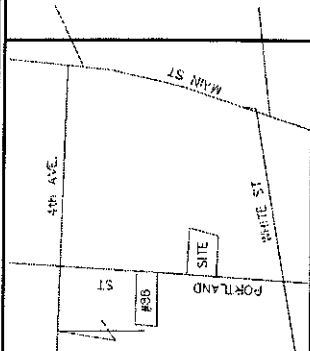
Moreover, the property boasts ample parking in the rear. Enhanced landscaping, a new roof, siding, and an updated heating system will put the finishing touches on these comprehensive renovations.

In summary, we envision this property as the most sought-after rental residence in the community. Through extensive restoration, it will regain its original charm and allure while offering a range of modern upgrades that enhance its appeal to potential renters while simultaneously benefiting the city through increased tax revenue.



AFTER'





LOCUS PLAN
SCALE-NTS

GENERAL NOTES:
1. BOUNDARY DETERMINATION FROM
RECORDS AND STREET MONUMENTATION
2. ADDITIONAL INFORMATION FROM
AN ON SITE SURVEY BY THIS OFFICE.

ASSESSORS PLAN
BLOCK 488
LOT 12
AREA 11,155 S.F.
DEED BOOK 37308 PAGE 236
ZONE CC

SPECIAL PERMIT PLAN OF LAND AT

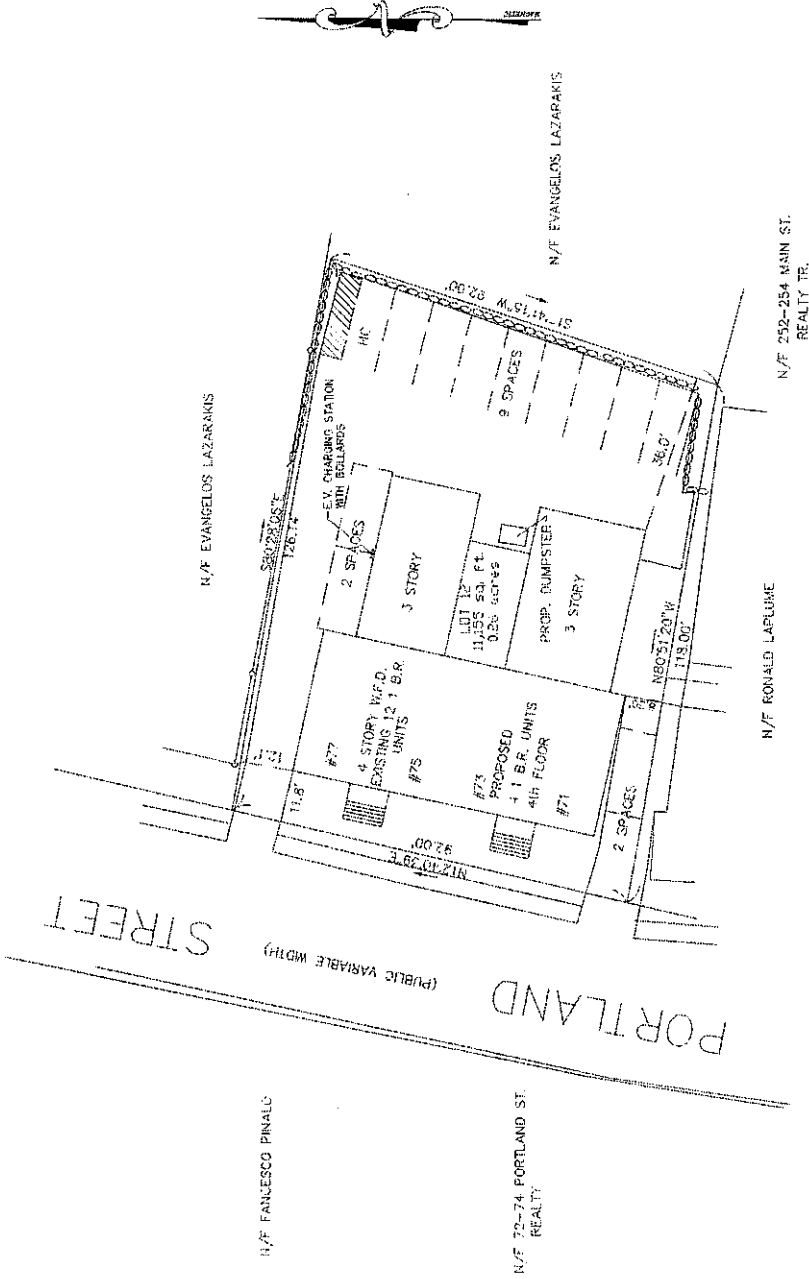
71,73,75,77 PORTLAND STREET
HAVERHILL, MA. 01830

MARCH 9, 2023

REVISED 05/04/2023

OWNER/ APPLICANT::

MATIAS CAPITAL, LLC
64 BROADWAY
METHUEN, MA. 01844.



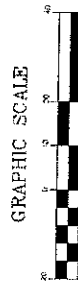
ZONING: CC	REQUIRED	EXISTING	PROPOSED
FRONTAGE	100'	92'	92'
DEPTH	100'	118'	118'
AREA	17,000 S.F.	11,155 S.F.	11,155 S.F.
FRONT YARD	10'	11.8'	11.8'
REAR YARD	20'	8.3'	8.3'
BLDG COVERAGE	60% MAX.	36%	36%
PARKING SPACES	16	13	13

VARIANCES REQUESTED

1. AREA
2. FRONTAGE
3. SIDE YARD
4. PARKING



ROBERT A. MATYS, P.E.



(IN FEET)
1 inch = 20 ft

DATE:

APPLICANT
HAVERHILL BOARD OF APPEALS

R.A.M. ENGINEERING
160 Main Street
Haverhill, Massachusetts 01830
TEL: (978) 372-0449 FAX: (978) 372-7183

CHAIRPERSON

71-77 PORTLAND ST HAVERHILL MA.

Portland St

Portland St

Main St

Main St

71 Portland St,
Haverhill, MA 01830

Napoli's Pizzeria
100 Park Street
Entrance & Dining Room

Apple Cafe



INDEX: ARCHITECTURAL & STRUCTURAL DRAWING

ARCHITECTURAL:

- A-0 Cover Sheet
- CR-1 Code Review
- A-1 Existing 1st Floor Plan
- A-2 Existing 2nd Floor Plan
- A-3 Existing 3rd Floor Plan
- A-4 Existing 4th Floor Plan
- A-5 Proposed 1st Floor Plan
- A-6 Proposed 2nd Floor Plan
- A-7 Proposed 3rd Floor Plan
- A-8 Proposed 4th Floor Plan

Structural:

- S-1 Proposed Foundation Plan
- S-2 Proposed 1st Floor Framing Plan
- S-3 Proposed 2nd Floor Framing Plan
- S-4 Proposed 3rd Floor Framing Plan
- S-5 Proposed 4th Floor Framing Plan/ 3rd floor ceiling plan
- S-6 Proposed 4th Floor Ceiling Plan
- S-7 Proposed 3rd Floor Roof Plan
- S-8 Proposed 4th Floor Roof Plan
- S-9 Typical Floors Structural Details
- S-10 Typical Roof Structural Details
- S-11 Typical Walls Structural Details
- S-12 Fastening Schedule/ Notes
- S-13 Structural Notes

MDJ Incorporated made these plans to comply with owners' and builders' specifications. Any changes made to prints will be at the owners' and builder's expense and responsibility. The contractors shall verify all dimensions and enclosed drawings.

MDJ Incorporated is not liable for errors once construction has begun. While MDJ Incorporated made every effort to prepare this plan to avoid mistakes, the maker cannot guarantee against human error.

The contractors must check all dimensions and other details before construction and be solely responsible after that.

GENERAL NOTES:

- 1- ALL WORK SHALL COMPLY WITH STATE AND LOCAL BUILDING CODES AND REGULATIONS.
- 2- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS, TECHNIQUES, AND PROCEDURES.
- 3- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS DURING BUILDING CONSTRUCTION AND SHALL PROVIDE ADEQUATE SHORING AND BRACING TO ENSURE SUCH SAFETY.
- 4- ALL DIMENSIONS AND SITE CONDITIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR. THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNER OF ANY DISCREPANCY PRIOR TO COMMENCEMENT OF WORK.
- 5- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, AND TO PROTECT THEM FROM DAMAGE.
- 6- ALL DETAILS, SECTIONS, NOTES, OR REFERENCE TO OTHER DRAWINGS ARE INTENDED TO BE TYPICAL.
- 7- DURING CONSTRUCTION, AND PRIOR TO THE INCORPORATION OF ANY CHANGES, MODIFICATIONS OR DEVIATION FROM THE CONSTRUCTION, THE CONTRACTOR SHALL BRING TO THE ATTENTION OF THE OWNER OR DESIGNER AND OBTAIN APPROVAL FROM THE BUILDING INSPECTOR BEFORE PROCEEDING WITH THE WORK.
- 8- SPECIFIC NOTES AND DETAILS ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR. GENERAL NOTES AND TYPICAL DETAILS WHERE NO DETAILS ARE SHOWN ON THE PROJECT SHALL CONFORM TO SIMILAR WORK ON THE PROJECT.
- 9- CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS (9TH EDITION OF THE MISC.700 CMR §1.00) (2015 IRC AND THE COMMONWEALTH OF MASSACHUSETTS AMENDMENT TO THE INTERNATIONAL RESIDENTIAL CODE 2015) AND THE CITY OF LAWRENCE ORDINANCES.



MDJ INC. ENGINEERING & CONSTRUCTION
71-77 PORTLAND ST. LAWRENCE, MA
TEL: 978-683-1111
MOBILE: 978-204-7588 MDJ E-MAIL: mdjincorporated@comcast.net

MDJ

PROJECT DESCRIPTION:

Building Repair

PROJECT ADDRESS & PREPARED FOR:

71-77 Portland St.
Haverhill MA

SHEET TITLE

Cover Sheet

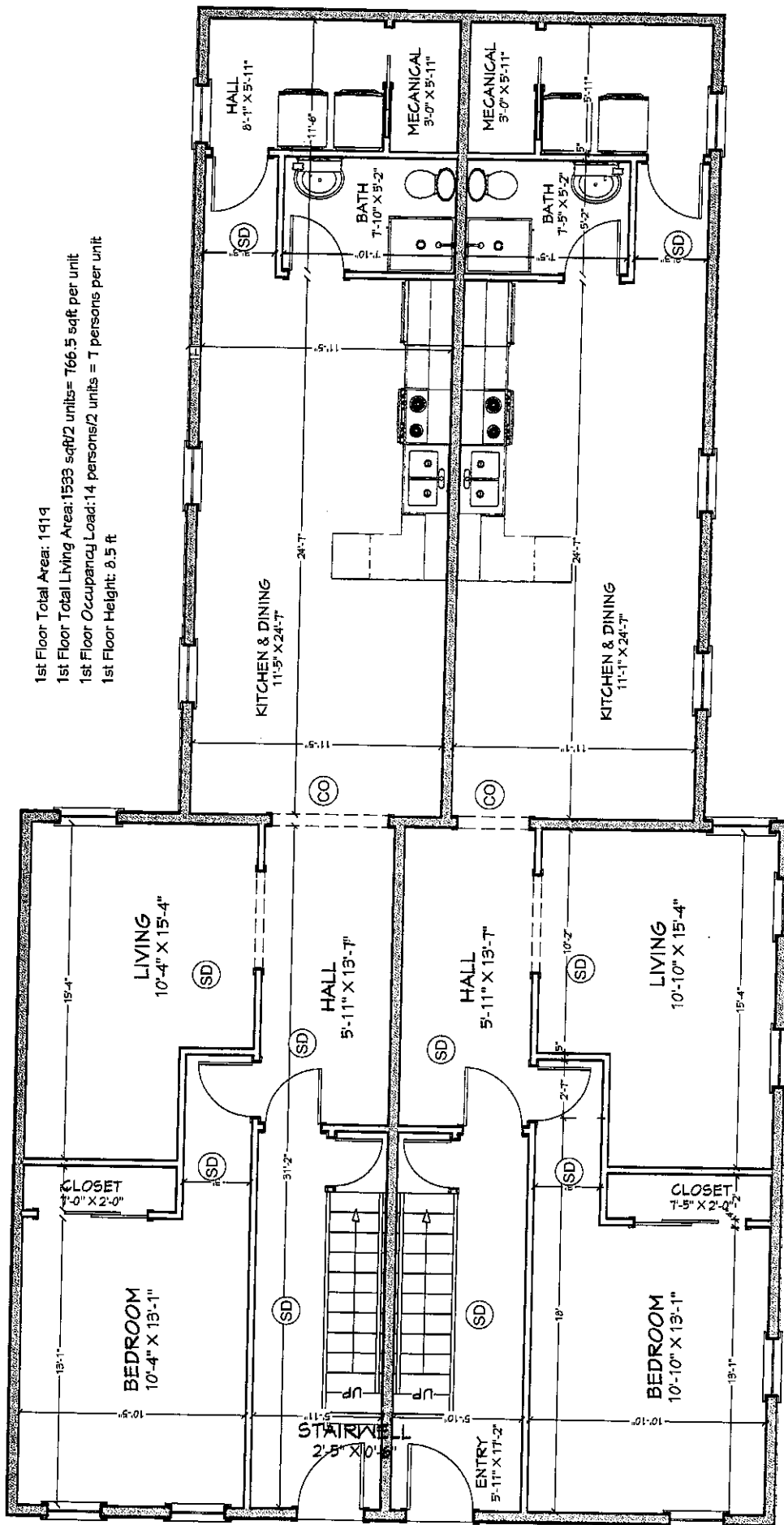
SCALE:

As Noted

DATE:

04/05/23

A-0



- (SD) Smoke Detector
- (CO) Carbon Monoxide

MDJ
 JAMES A. DODD, S.E.
 MDJ INC. ENGINEERING & CONSTRUCTION
 111 CONANT ST., LAWRENCE, MA
 TEL: 978-685-5164
 MOBILE: 978-904-1538 MDJ E-MAIL: mdjincorporated@comcast.net

PROJECT DESCRIPTION:
Building Repair

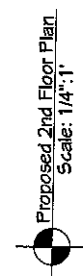
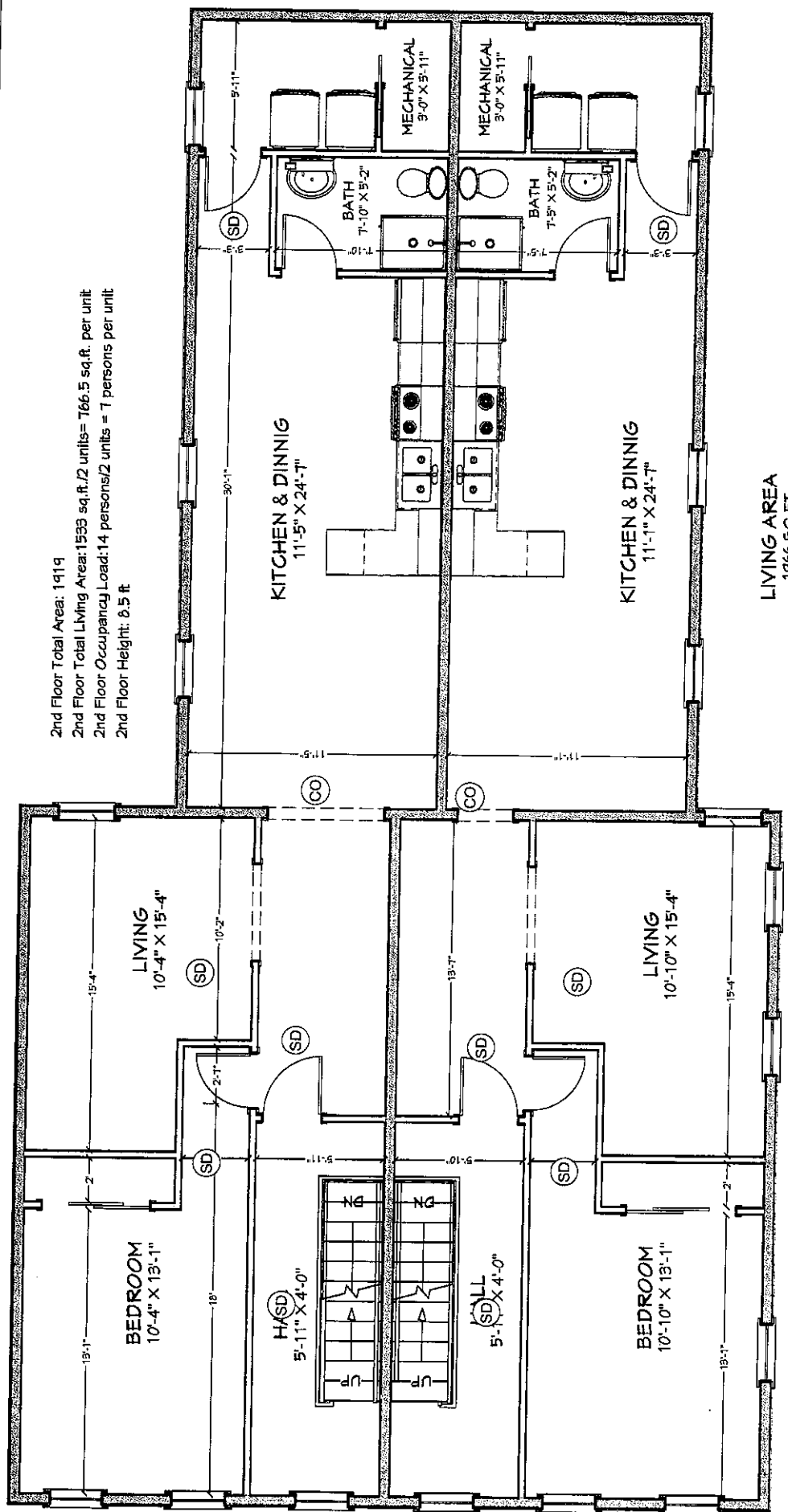
PROJECT ADDRESS & PREPARED FOR:
 11-11 Portland St.
 Haverhill MA

SHEET TITLE:
Proposed 1st Floor Plan

SCALE:
 As Noted

DATE:
 04/05/23

A-5



Proposed 2nd Floor Plan
Scale: 1/4"=1'

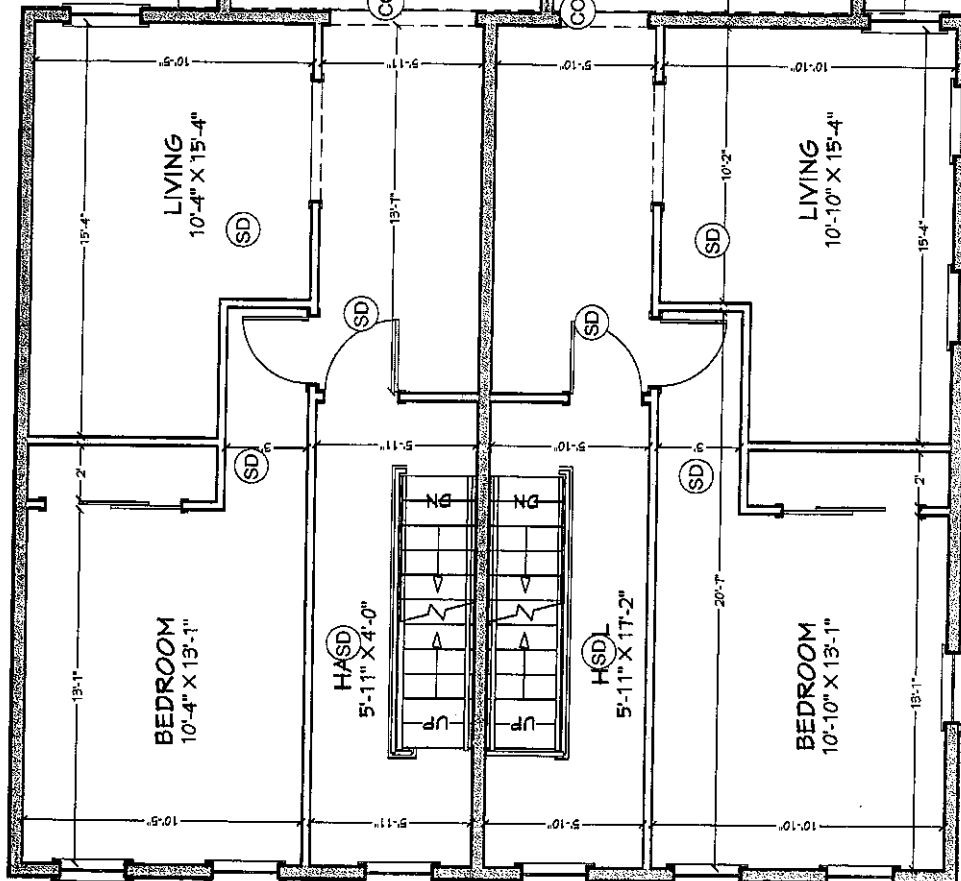
MDJ MODERATE JONES & P.L.L. 15 WOODLAND ST. LAWRENCE, MA TEL: 978-685-5541 MOBILE: 978-684-1558 MDJ E-MAIL: mdjincorporated@comcast.net		PROJECT DESCRIPTION: Building Repair	PROJECT ADDRESS: A PREPARED FOR: 11-77 Portland St. Haverhill MA	SHEET TITLE: Proposed 2nd Floor Plan	SCALE: As Noted	DATE: 04/05/23	A-6
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3rd Floor Total Area: 1919

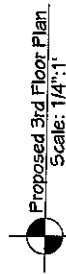
3rd Floor Total Living Area: 1533 sqft/2 units = 766.5 sqft per unit

3rd Floor Occupancy Load: 14 persons/2 units = 7 persons per unit

3rd Floor Height: 8.5 ft



LIVING AREA
1966 SQ. FT.



Proposed 3rd Floor Plan
Scale: 1/4" = 1'

(SD) Smoke Detector

(CO) Carbon Monoxide

MDJ
MDJ ENGINEERING & CONSTRUCTION
15 WOODLAND ST. LAWRENCE, MA
TEL: 978-685-5641
MOBILE: 978-604-7588 MDJ E-MAIL: mdjincorporated@comcast.net

PROJECT DESCRIPTION:
Building Repair

NOTICE ADDRESS &
PREPARED FOR:
11-77 Portland St.
Haverhill MA

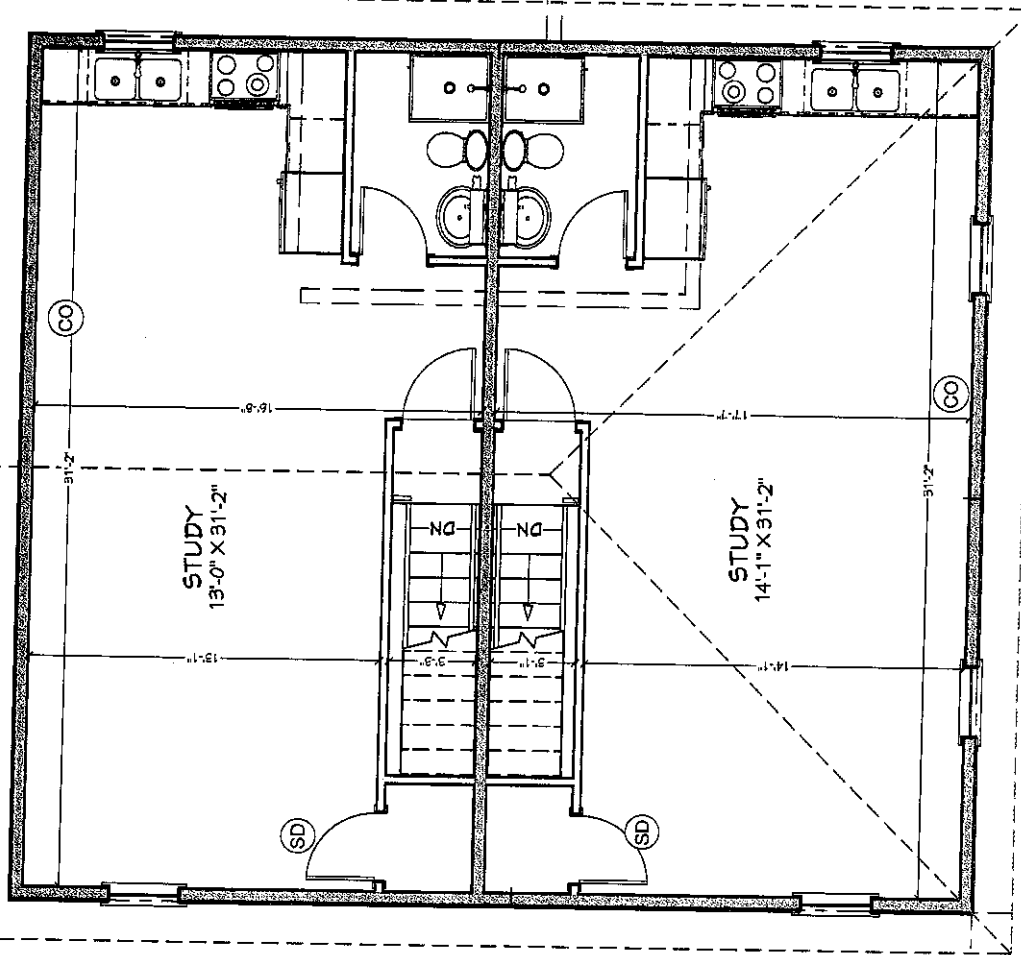
SHEET TITLE:
**Proposed 3rd
Floor Plan**

SCALE:
As Noted

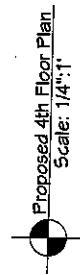
DATE:
04/05/23

A-7

4th Floor Total Area: 1083 sq.ft.
 4th Floor Total Living Area: 912.40 sq.ft./2 units = 456.20 sq.ft. per unit
 4th Floor Occupancy Load: 8 persons/2 units = 4 persons per unit
 4th Floor Height: 8.5 ft
 Total Building Height:



LIVING AREA
 1083 SQ FT



SD Smoke Detector
 CO Carbon Monoxide

MDJ
 MORGAN & JONES, P.C.
 100 WASHINGTON ST., LAWRENCE, MA
 TEL: 978-683-5641
 MOBILE: 978-904-7559 FAX: 978-683-5641
 E-MAIL: morganjones@comcast.net

PROJECT DESCRIPTION:
 Building Repair

PROJECT ADDRESS &
 PREPARED BY:
 11-TT Portland St.
 Haverhill MA

SHEET TITLE:
 Proposed 4th
 Floor Plan (left side)

SCALE:
 As Noted

DATE:
 04/05/23

A-8

Laurie Brown

From: City Council
To: Kaitlin Wright
Subject: FW: [EXTERNAL]CCSP 23-11 Continuance to October 31, 2023 DOC 85 50 FOUNDATION AVE

Subject: FW: [EXTERNAL]CCSP 23-11 Continuance to October 31, 2023 DOC 85 50 FOUNDATION AVE

SPECIAL PERMIT CCSP-23-11
DOC 85
50 FOUNDATION AVE
Continuance from October 24 to October 31

From: Michael Migliori <mmigliori@fimilaw.com>
Sent: Friday, September 29, 2023 9:19 AM
To: Laurie Brown <LBrown@Cityofhaverhill.com>
Cc: Stephen Ross <stephenross105@gmail.com>
Subject: [EXTERNAL]CCSP 23-11 Continuance to October 31, 2023

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

Dear Laurie,

In light of the fact that a member of the Council will not be available at the October 24th meeting I would respectfully request a continuance of the above referenced Special Permit hearing until October 31st. Please let me know if you need anything else at this time.

Michael J. Migliori

Fiorello & Migliori

280 Merrimack Street, Suite B

Methuen, MA 01844

fx 978-849-5191

**JOHNSON &
BORENSTEIN, LLC**
ATTORNEYS AT LAW

12 Chestnut Street
Andover, MA 01810-3706
Tel: 978-475-4488
Fax: 978-475-6703
www.jbllclaw.com
gordon@jbllclaw.com

Doc 90
cesp-23-12

Mark B. Johnson (MA, NH, DC)
Donald F. Borenstein (MA, ME, NH)

Keri M. Armstrong (MA, NH)
John M. Donnelly, Jr. (MA)
Gordon T. Glass (ME, MA)
Andrew T. Lechner (VT, MA, NH)

Of Counsel

Robert W. Lavoie (MA, NH)

Paralegals

Karen L. Bussell
Lianne Patenaude
Ellen M. Melvin
Tina M. Wilson

11.4.1.2

HAV CITY CLERK SEP 29/23 4:10:03

September 29, 2023

Via Email ~ citycncl@cityofhaverhill.com

City Council
c/o Laurie Brown
4 Summer Street
Haverhill, MA 01830

**Re: 462 Washington Street
Request for Continuance to November 28, 2023**

Dear Council President Jordan and City Councilors,

On behalf of the Applicant, request is hereby made for a continuance of the Special Permit Hearing until the Council meeting on November 28, 2023, so as to enable the hearing to be held before the full Council.

This is Applicant's first request for a continuance.

Very truly yours,

JOHNSON & BORENSTEIN, LLC

/s/ Gordon T. Glass

Gordon T. Glass



DOCUMENT

13.

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor be and is hereby authorized to execute a certain Grant of Easement from the City to Brigham Circle Trust, attached hereto and incorporated herein, relative to real property known as the "Elliott Place Parking Lot", located on Elliott Place, and identified by the Assessors as Parcel 102-7-27 (the "City Property"), and more particularly described in a deed filed with the Registered Land Section of the Essex South District Registry of Deeds as Document Number 182645 on Land Court Certificate #51610 and recorded with the Essex South Registry of Deeds in Book 6954, Page 488, for the purpose of re-locating vehicular parking.

Said real property located in the Elliott Place Parking Lot, as described in the Grant of Easement, is hereby declared surplus.

GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement ("Agreement") is dated as of this ____th day of October, 2023, from the City of Haverhill, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 ("City") to Neil A. Tagerman, Trustee of Brigham Circle Trust under a Declaration of Trust dated April 10, 1973 and recorded at the Essex South District Registry of Deeds (the "Registry") in Book 6778, Page 596 as amended and restated by instrument dated March 28, 1989, having its principal place of business at 75 Oak Street, Newton, Massachusetts 02464 ("Trust"), see Trustee Certificate pursuant to G.L. c. 184 §35 recorded herewith.

RECITALS

WHEREAS, The City is the owner of a certain parcel of land known as the "Herbert H. Goecke, Jr. Parking Deck" located on Merrimack Street, Haverhill, Massachusetts (the "Parking Garage") and more particularly described as a portion of the premises described in a Deed recorded with the Registry in **Book 8320, Page 500** and being a portion of the premises described in **Land Court Certificate #51406**, being the premises as shown upon plan numbered 24116-A, filed with original Certificate of Title 23769 in said Registry and being lot 1 and lot 2 as shown upon plan numbered 8617-B, drawn by Anderson-Nichols Co., Inc., Surveyors, dated April, 1980, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 51393 in said Registry; and

WHEREAS, The Trust is the owner of a certain parcel(s) of land with all buildings and improvements located thereon, and which property is located at 108 Merrimack Street, Haverhill, Massachusetts (the "Trust Property"), more particularly described in a Deed dated December 23, 1980 and recorded at the Registry in Book 6778, Page 599; and

WHEREAS, the City granted the Trust an easement to use certain parking spaces within the Parking Garage, which easement is recorded with the Registry in Book 37524, Page 318 (the "Prior Easement") and

WHEREAS, the City is conveying the Parking Garage to others and the City wishes to relocate the parking spaces that the Trust has the right to use pursuant to the Prior Easement to another city-owned parcel of land known as "Elliot Place Parking Lot", located on Elliot Place, Haverhill, Massachusetts and identified by the Assessors as Parcel 102-7-27 (the "City Property") and more particularly described in a deed filed with the Registered Land Section of the Essex South District Registry of Deeds as Document Number 182645 on Land Court Certificate #51610 and recorded with the Essex South Registry of Deeds in Book 6954, Page 488 (the "City Property"); and

WHEREAS, subject to the terms and provisions of this Agreement, the City has ownership rights to grant an easement to a portion of the City Property, including 7 parking spaces, more specifically shown on the "Easement Plan, City of Haverhill to Brigham Circle Trust," attached hereto as Exhibit A ("Parking Spaces"); and

Related

CITY OF HAVERHILL


**MASSACHUSETTS
CITY SOLICITOR'S OFFICE**

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

September 28, 2023

TO: Timothy Jordan, President, and Members of the Haverhill City Council

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

RE: Orders - Easements to Walcott Corporation and Brigham Circle Trust

As you may be aware, in 2015 the City received easements from two Merrimack Street property owners, Brigham Circle Trust - 108 Merrimack Street, and, Walcott Corporation - 120 Merrimack Street which were needed to build the Boardwalk behind their buildings. At the same time, the City provided easements to the parties for the use of spaces within the Cram Place Parking Lot and the Riverfront Promenade Parking Lot to address issues created by the relocation of Wall Street.

To facilitate the sale of the Riverfront Promenade Parking Lot and adjacent areas to the Lupoli Companies, the City relocated the easement areas, with the Walcott Corp receiving an easement for two spaces in the How Street Parking Lot and the Brigham Circle Trust receiving seven spaces in the Herbert H. Goecke, Jr. Parking Deck.

Due to the impending sale of those two parcels of municipal property to the Lupoli Company, we need to further relocate these spaces to the Elliot Place Parking Lot. This process has involved negotiations with the parties over many months in an attempt to accommodate those existing property owners and their tenants on Merrimack Street. Part of the consideration to the parties is execution of a Termination of Grant of Easement Agreements, to terminate the current easements and a one time payment of \$5,000 for the expenses they have incurred in this process.

I have filed an Order for the Grant of Easement for each party and will be present at the Council meeting to further discuss this matter. Should Councillors have any questions or concerns before the meeting they should feel free to call upon me. Thank you.

cc: James J. Fiorentini, Mayor

WHEREAS, subject to the terms and provisions of this Agreement, the City wishes to grant an easement to the Trust to use the Parking Spaces and the Trust agrees to release the Prior Easement upon the execution of this Agreement.

AGREEMENTS

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

1. *Parking Easement for the Benefit of The Trust*

1.1 The City hereby grants to the Trust, for the "exclusive use and occupancy", described below in this section, and non-assignable or transferable benefit of the Trust (except to heirs, successors and assigns who are owners, tenants or lessees of the Trust Property (the "Permitted Transferees"), and the Trusts and Permitted Transferees employees, tenants and tenants' employees, customers, contractors, guests, and invitees (and with the Trust and the Permitted Transferees collectively, the "Trust Parties"), and subject to the provisions of Section 1.2 below, an indefeasible and perpetual easement for the exclusive use and occupancy of the Parking Spaces (the "Easement"). The Parking Spaces are to be available for the use of the Trust and the Trust Parties, twenty-four (24) hours a day and seven (7) days a week. The City shall be responsible for the installation of designated parking signage within thirty (30) days following the execution of this Agreement within which thirty (30) day period, the City and the Trust shall mutually and reasonably agree to the form and content of the signs and shall be consistent with other City signs used for similar purposes. The City shall be responsible for maintaining and replacing such signage as necessary. The City reserves the right to and shall enforce its parking rules and regulations by ticketing unauthorized users who are not Trust Parties. The City shall continue to perform, in the ordinary course, repair and maintenance, including snow and ice removal ("Repair and Maintenance"), to the Parking Spaces and the City Property as is normal and customary for such similarly situated, City owned properties. The City shall not allow snow storage in any of the Parking Spaces and shall direct the neighboring U.S. Post Office not to park business or personal vehicles in the Parking Spaces at any time. The Trust shall be required to remove all vehicles from the Parking Spaces promptly at the direction of the City as may be necessary for Repair and Maintenance purposes of the City Property, including the Parking Spaces, provided, however, that such period shall not exceed 48 hours. Further, the Trust Parties shall be entitled to enforce the use of the Parking Spaces by following generally accepted private tow procedures in the City, and the Trust agrees and shall hold the City harmless and indemnify as to any such towing.

For purposes of this Section 1.1, "exclusive use and occupancy" includes the right of pedestrian and vehicular ingress and egress to and from the Parking Spaces to a public way immediately adjacent and bounding the City Property. The right of use and occupancy shall be subject to the City's reasonable rights of access for Repair and Maintenance of the Parking Spaces and the City Property as more particularly described herein and the Trust's obligations to remove all vehicles from the Parking Spaces at the direction of the City. Notwithstanding anything to the contrary in this Agreement, if the City requires the Trust Parties to remove any or

all vehicles from the Parking Spaces from time to time, in each case the City shall first provide a reasonably equivalent temporary parking alternative for the Trust Parties for the number of Parking Spaces so affected. It is agreed and understood that any reasonable equivalent alternative shall consider the proximity of the alternate parking to the Trust Property in minimizing any such inconvenience, be reasonably agreeable to the Trust, and such relocation and use shall be at no cost to the Trust Parties or the Trust.

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

1.2 Easement Expiration: This Agreement and the easements and rights granted to the Trust hereunder shall expire upon the issuance of any building permit authorizing the demolition or "Material Alteration", defined below, of any of the buildings and improvements located on the Trust Property, excepting (i) changes made solely for the purpose of access or egress, or (ii) if such demolition or Material Alteration results from a casualty or from eminent domain proceedings where the taking authority is the City and the Trust proceeds to repair, restore, or rebuild the buildings and improvements within the time frames and, otherwise in accordance, with applicable law.

For the purposes of this Section 1.2, the demolition or "Material Alteration" shall mean a building permit that changes the foot print of the building(s) and improvements on the Trust Property by fifty (50%) percent or greater than its total floor area existing as of the date of this Agreement. Further, it is understood that interior improvements, alterations, renovations and demolition shall not be considered as "demolition or Material Alteration" for purposes of this Section 1.2.

1.3 City Contact: Any parking related issues regarding the Trusts "exclusive use and occupancy" as set forth in paragraph 1.1, above, shall be directed by the Trust to the City's Parking Coordinator as may be designated by the City from time to time, or to the current Director of Public Works of the City.

2. Insurance Requirement

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

3. General Provisions

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

taken for any reason, then it is understood that money damages to the Trust (and/or its successors in interest) for the loss of use of the Parking Spaces will not be adequate, and the City shall use its best efforts to find and implement another parking solution acceptable to the Trust for no less than 7 parking spaces. The City shall indemnify the Trust (including attorney's fees) for any and all such negotiation and implementation.

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

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

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

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

To Trust: Neil A. Tagerman, Trustee
Brigham Circle Trust
75 Oak Street
Newton, MA 02464

To City: City of Haverhill
4 Summer Street, Room 100
Haverhill, MA 01830
Attn: Mayor

With a copy to: City of Haverhill
4 Summer Street, Room 100
Haverhill, MA 01830
Attn: City Solicitor

Except that any party may by written notice to other parties designate another address that shall thereupon become the effective address of such party for the purposes of this paragraph. Notice

shall be deemed given: (a) three (3) business days after mailed by United States Postal Service; (b) on the next business day if sent by nationally recognized overnight courier; and (c) on receipt if sent by electronic or facsimile (and confirmed orally or by mail or overnight courier service as before said).

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

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

3.8 The terms of this Agreement, including but not limited to the rights, privileges, obligations and conditions set forth or referenced herein, shall, subject to the provisions contained in Section 1.2 above regarding expiration, run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

3.9 All references to Trust and City made herein shall include their respective heirs, successors and assigns.

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

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

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

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

3.14 The rights conferred herein are to be effective only upon the recording of the release and termination of the Prior Easement. Notwithstanding the foregoing, the Trust and the Trust Parties shall have the continued right to use parking spaces 221 – 227 pursuant to the terms of the Prior Easement until the Parking Garage has been conveyed and the entire Parking Garage has been closed for public use.

The City warrants and represents pursuant to the Vote of the Haverhill City Council on _____, the City has the authority to grant this easement. See Municipal Clerk's Certificate recorded herewith.

[Signatures appear on following page]

Signed under seal as of the date written above.

CITY OF HAVERHILL,

By its Mayor

James J. Fiorentini

THE TRUST:

Neil A. Tagerman, Trustee
Brigham Circle Trust

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared James J. Fiorentini, Mayor of the City of Haverhill, as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be each of the persons whose name is signed on the preceding or attached document, and each acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the City of Haverhill.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Neil A. Tagerman, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose name is signed on the preceding or attached document, and each acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Brigham Circle Trust.

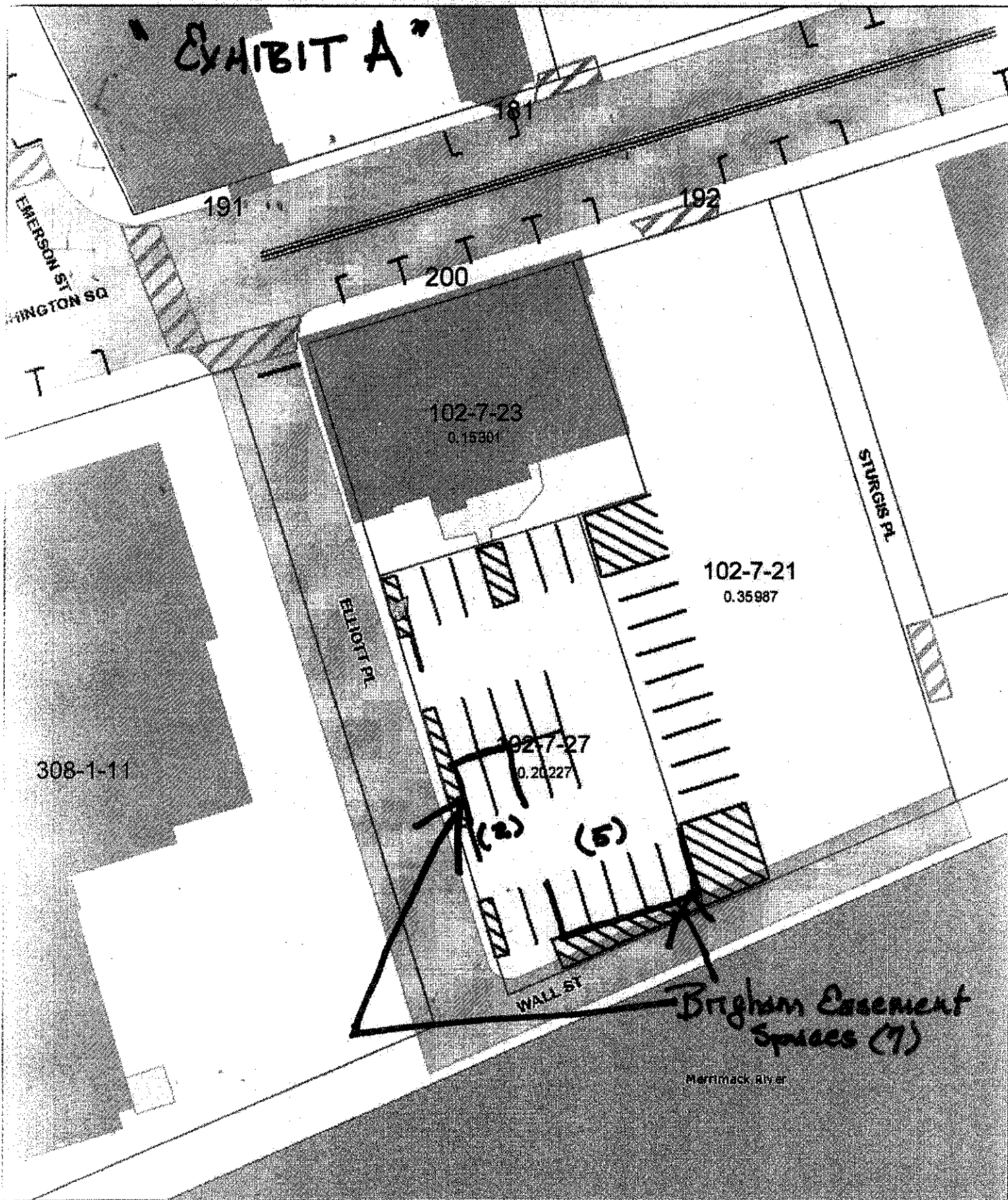
Notary Public

My Commission Expires:

EXHIBIT A

Easement Plan

EXHIBIT A



City Of Haverhill, MA
Engineering — Division
Date produced: 7/17/2023

Elliot Place Parking Lot

0 25 50 100 Feet

1 inch = 40 feet

This map was produced from the City Of Haverhill's Geographic Information System.
The City expressly disclaims any liability that may result from use of this map.



After recording return to:

TERMINATION OF GRANT OF EASEMENT AND AGREEMENT

THIS TERMINATION OF GRANT OF EASEMENT AND AGREEMENT (this "Termination") is made as of the _____ day of September, 2023, by Neil A. Tagerman, Trustee of BRIGHAM CIRCLE TRUST under Declaration of Trust dated April 10, 1973 recorded at the Essex South District Registry of Deeds (the "Registry") in Book 6778, Page 596, as amended and restated by instrument dated March 28, 1989, having its principal place of business at 75 Oak Street, Newton, Massachusetts 02464 ("Trust"), see Trustee Certificate pursuant to G.L. c. 184 §35 recorded herewith. and the CITY OF HAVERHILL, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 (the "City").

WITNESSETH:

WHEREAS, the City is the owner of that certain parcel of land known as the "Herbert H. Goecke, Jr. Parking Deck" located on Merrimack Street, Haverhill, Massachusetts (the "Parking Garage") and more particularly described as a portion of the premises in a Deed recorded with the Registry in Book 8320, Page 500; and being a portion of the premises described in Land Court Certificate # 51406; being the premises as shown upon plan numbered 24116-A, filed with original Certificate of Title 23769 in said Registry and being lot 1 and lot 2 as shown upon plan numbered 8617-B, drawn by Anderson-Nichols Co., Inc., surveyors, dated April 1980, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 51393 in said Registry; and

WHEREAS, the Trust is the owner of a certain parcel(s) of land with all buildings and improvements located thereon, and which property is located at 108 Merrimack Street, Haverhill, Massachusetts (the "Trust Property"), more particularly described in a Deed dated December 23, 1980 and recorded at the Registry in Book 6778, Page 599; and

WHEREAS, the City and the Trust entered into a Grant of Easement and Agreement dated as of December 28, 2018, and recorded with the Registry in Book 37524, Page 318 and filed with the Essex South Registry District of the Land Court as Document 602064 (the "Agreement"), which created certain rights

and easements over a portion of the Parking Garage, as more fully described therein (the "Easement and License");

WHEREAS, the City and the Trust desire to terminate the Agreement, including (without limitation) the Easement and License contained therein;

NOW, THEREFORE, in consideration of the sum of FIVE THOUSAND DOLLARS (\$5,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Trust and the City hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein by reference as if set forth at length.
2. Termination of Agreement. The Easement and License are hereby terminated and released and are of no further force or effect, and the Agreement is hereby terminated, discharged, canceled, extinguished and forever released.
3. Successors and Assigns. This Termination shall be binding upon the City, the Trust and their respective successors and assigns, including, without limitation, subsequent owners of the Parking Garage and the Trust Property.
4. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Termination.

[SIGNATURES FOLLOW]

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

Brigham Circle Trust

By: _____

Name: Neil A. Tagerman

Title: Trustee

COMMONWEALTH OF MASSACHUSETTS

_____, SS

_____, 2023

On this day, before me, the undersigned Notary Public, personally appeared Neil A. Tagerman, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Brigham Circle Trust.

Notary Public

My Commission Expires:

[Signature Pages to Termination of Grant of Easement and Revocable License Agreement]

City of Haverhill, a Massachusetts
Municipal corporation

By: _____
Name: James J. Fiorentini
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS

_____, SS _____, 2023

On this day, before me, the undersigned Notary Public, personally appeared James J. Fiorentini, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Haverhill, Massachusetts, a Massachusetts municipal corporation.

Notary Public
My Commission Expires:

[Signature Pages to Termination of Grant of Easement and Revocable License Agreement]



DOCUMENT

14.

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor be and is hereby authorized to execute a certain Grant of Easement from the City to Walcott Corporation, attached hereto and incorporated herein, relative to real property known as the "Elliott Place Parking Lot", located on Elliott Place, and identified by the Assessors as Parcel 102-7-27 (the "City Property"), and more particularly described in a deed filed with the Registered Land Section of the Essex South District Registry of Deeds as Document Number 182645 on Land Court Certificate #51610 and recorded with the Essex South Registry of Deeds in Book 6954, Page 488, for the purpose of re-locating Salvation Army donation bins and vehicular parking.

Said real property located in the Elliott Place Parking Lot, as described in the Grant of Easement, is hereby declared surplus.

GRANT OF EASEMENT AND REVOCABLE LICENSE AGREEMENT

This Grant of Easement and Revocable License Agreement (this "Agreement") is dated as of this _____ day of October, 2023, by and between the **City of Haverhill**, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 (the "City"), and **Walcott Corporation**, a Delaware corporation, duly qualified as a foreign corporation in the Commonwealth of Massachusetts and having its principal place of business at 1050 Commonwealth Avenue, Boston, Massachusetts 02215 ("Walcott").

Recitals

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

WHEREAS, Walcott is the owner of certain parcels of land with all buildings and improvements thereon located at 122, 130 and 132 Merrimack Street, Haverhill, Massachusetts (collectively, the "Grantee Property"), as Walcott is the successor by merger to Beaumont Realty, Inc., by virtue of a deed from Longwood Realty, Inc., dated June 30, 1952, recorded in Book 3908, Page 71, as affected by a Confirmatory Deed, dated February 3, 1956, recorded in Book 4255, Page 387. See also the Certificates of Merger from Beaumont Realty, Inc. to President Realty Co., Inc. on August 31, 1966, recorded in Book 5394, Page 294, and from President Realty Co., Inc. into Walcott Corporation filed on October 28, 1968, recorded in Book 6334, Page 186; and

WHEREAS, the City granted Walcott an easement to use two (2) parking spaces on the How Street Property for parking purposes, which easement is recorded with the Registry in Book 37426, Page 159 (the "Prior Easement"), together with a revocable license to use the Merrimack Street Spaces, as defined and set forth more particularly in the Easement; and

WHEREAS, the City is conveying the How Street Property and wishes to relocate the two (2) parking spaces that Walcott has the right to use pursuant to the Prior Easement to the parcel of land known as the "Elliott Place Parking Lot", located on Elliott Street, Haverhill, Massachusetts, and identified by the Assessors as Parcel 102-7-27 (the "City Property") and more particularly described in a deed filed with the Registered Land Section of the Essex South District Registry of Deeds as Document Number 182645 on Land Court Certificate #51610 and recorded with the Essex South Registry of Deeds in Book 6954, Page 488, which two (2) parking spaces (the "Parking Spaces") are shown on the Easement Plan attached hereto as Exhibit A and incorporated herein; and

WHEREAS, in consideration for the easements granted herein, Walcott agrees to release the Prior Easement [and the license granted pursuant to said Prior Easement].

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

Agreement

1. Release. Walcott, for itself and the Walcott Parties and the Permitted Transferees, hereby agrees to execute a recordable release of the Prior Easement simultaneously with the execution of this Agreement, which releases the Prior Easement and all its right, title and interest thereunder. Said release is attached hereto as Exhibit C. The recording of a Release hereunder shall be conclusive proof of the termination of the rights under the Prior Easement.

2. Grant of Easement. The City hereby grants to Walcott an easement for the exclusive use of the Parking Spaces, together with the appurtenant right to use any access ways on the City Property for pedestrian and vehicular ingress and egress to and from the Parking Spaces from and to a public way immediately adjacent and bounding the City Property, subject to the provisions hereof. The Parking Spaces shall be available twenty-four (24) hours a day and seven (7) days a week. Subject to compliance with state and local laws, rules, regulations and/or ordinances, including, without limitation, any requirements of the Board of Health, Walcott shall be permitted to locate two (2) Salvation Army donation bins within the Parking Spaces until such time as the Grantee Property is no longer tenanted and used by the Salvation Army Thrift Store ("Salvation Army") or another like tenant, after which the Parking Spaces shall be exclusively for the parking of registered motor vehicles by Walcott, the Walcott Parties and their Permitted Transferees. The Parking Spaces are for the benefit of Walcott, the Walcott Parties and those of Walcott's successors and assigns who are tenants or lessees of the Grantee Property (the "Permitted Transferees") and are for use by Walcott and the Permitted Transferees' and their respective agents, employees and tenants and the tenants' employees, customers, contractors, guests, and invitees (collectively, the "Walcott Parties"). The easements rights granted herein shall not be assigned to or held by any party other than the Walcott Parties and the Permitted Transferees.

3. Maintenance. The City will install designated parking signage on the Parking Spaces within thirty (30) days following the execution of this Agreement, within which period the City and Walcott shall mutually and reasonably agree to the form and content of the signs and shall be consistent with other City signs used for similar purposes. Walcott shall maintain and replace such signage as necessary at Walcott's expense. The City reserves the right to promulgate from time to time and to enforce its parking rules and regulations by ticketing unauthorized users who are not Walcott Parties. Further, Walcott and the Walcott Parties shall be entitled to enforce the use of the Parking Spaces by following generally accepted private tow procedures in the City, and Walcott agrees and shall defend, indemnify and hold the City harmless as to any such towing. The City shall maintain and repair the Parking Spaces, including removing snow and ice therefrom ("Repair and Maintenance"), in such manner and with such frequency as is normal and/or customary for such similarly situated, City owned properties. Walcott shall remove all vehicles from the Parking Spaces reasonably promptly at the direction of the City in connection with the performance of such Repair and Maintenance. Subject to the

foregoing, the City agrees that it not materially interfere with or prevent Walcott or the Walcott Parties from using the Parking Spaces as provided for in this Agreement.

4. License. The City hereby grants to Walcott and the Permitted Transferees a revocable license for the exclusive use and occupancy of the Merrimack Street Parking and Loading Spaces ("Merrimack Street Spaces"), as shown on Exhibit B. The Merrimack Street Spaces are to be available for the use of Walcott and the Walcott Parties, twenty-four (24) hours a day and seven (7) days a week. Walcott shall be permitted to use the Merrimack Street Spaces for parking and loading until such time as the Grantee Property is no longer tenanted and used by the Salvation Army or another, like, tenant, after which Walcott shall forthwith so notify the City and the license shall be revoked upon receipt of such notice by the City. The terms applicable to the Parking Space shall apply equally to the Merrimack Street Spaces. If Walcott is in default of its obligations under this Agreement, The City may terminate this license by way of a termination notice which shall be given thirty (30) days prior to the date of termination sent by certified mail or express carrier, prepaid. Walcott or a Permitted Transferee may cure the default at any time within the 30 day period and avoid termination.

5. Terms of Use.

(a) In all instances, Walcott shall use reasonable efforts to ensure that the Parking Spaces are used only to park registered and insured vehicles, and Walcott agrees to provide evidence of the same to the City upon request.

(b) The Parking Spaces shall not be used: (i) for the storage of any equipment or other personal property, (ii) parking any large trucks, trailers, boats or off-road vehicles (iii) parking vehicles overnight, or (iv) for cleaning or repairing vehicles. Walcott shall be responsible for removing any materials stored on the Parking Spaces in violation of the terms hereof, at its sole cost and expense. If Walcott fails to remove such property within five (5) business days after the City has notified Walcott of the same, which notice may be oral or written, the City may, at Walcott's sole cost and expense, remove such property to a location of its choice. The City shall not be responsible for any damage to such property resulting from such removal or the cost of storage.

(c) Walcott shall at all times conduct itself so as not to unreasonably interfere with the use of the City Property by the City or others entitled thereto or the operations of the City. Walcott shall comply with any and all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements and observe all reasonable rules and regulations that may be established by the City from time to time relating to the use of or access to the Parking Spaces and/or the City Property. Walcott shall promptly repair any damages caused by or resulting as a result of the acts or omissions of the Walcott Parties, at its sole cost and expense.

(d) Other than the signs that Walcott may place within the Parking Spaces in accordance with the terms hereof, Walcott shall not construct, install or place any other temporary or permanent buildings, structures, utilities, objects, equipment or other property in, on, under, over or across the Parking Spaces, Merrimack Street Spaces or the City Property, or

make any improvements to the Parking Spaces, without the City's prior written consent, which may be exercised in the City's sole and absolute discretion

6. Termination. Notwithstanding anything herein to the contrary, it is hereby agreed that this Agreement and the easements and rights granted to Grantee hereunder shall expire upon the issuance of any building permit authorizing the demolition or Material Alteration (defined below) of any of the buildings and improvements located on the Grantee Property, excepting (i) changes made solely for the purpose of access or egress, or (ii) if such demolition or Material Alteration results from a casualty or from eminent domain proceedings where the taking authority is the City and Grantee proceeds to repair, restore, or rebuild the buildings and improvements within the time frames and, otherwise in accordance, with applicable law. For the purposes of this Section 6, the demolition or "Material Alteration" shall mean a building permit that changes the foot print of the building(s) on the Grantee Property by fifty (50%) percent or greater than its total floor area existing as of the date of this Agreement. Further, it is understood that interior improvements, alterations, renovations and demolition shall not be considered as "demolition or Material Alteration" for purposes of this Section.

7. Surrender. Upon the expiration or termination of this Agreement, Walcott shall remove all vehicles and other items from the Parking Spaces and shall deliver the Parking Spaces to the City in a vacant condition.

8. Miscellaneous.

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

(b) All notices and other communications to be given in connection with this Agreement shall be in writing and shall be sent by (a) registered or certified mail, return receipt requested, postage prepaid, (b) nationally recognized overnight courier; and/or (c) electronic or facsimile transmission (provided written notice of the same is sent by the methods provided herein within one (1) business day of the transmission), addressed to such party at the addresses set forth below (which may be changed from time to time by like notice):

City: City of Haverhill
Municipal Building, Room 100
4 Summer Street
Haverhill, Massachusetts 01830

Walcott: Attn: Joshua Solar, President
Walcott Corporation
1050 Commonwealth Avenue
Boston, Massachusetts 02215

(c) Walcott shall indemnify, defend, and hold harmless the City, from and against any and all costs, expenses, damages, demands, claims, actions, proceedings, loss, cost, expense (including, without limitation, reasonable attorneys' fees), damages and/or liability of any kind of nature arising out of, relating to, and in connection with the failure of Walcott or any of the Walcott Parties to comply with the terms of this Agreement and/or applicable laws, rules, regulations and/or ordinances, the act, omission, negligence or willful misconduct of Walcott and/or any of the other Walcott Parties, and/or the exercise of the rights granted by this Agreement, except to the extent resulting directly from the negligence or willful misconduct of the City. Walcott shall give the City reasonably prompt notice of any claim for which indemnification will be sought and the right to participate in the defense of the claim. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

(d) The City shall indemnify, defend, and hold harmless Walcott, from and against any loss, cost, expense (including, without limitation, reasonable attorneys' fees), damage, liability, or claim arising out of, related to or in connection with any failure on the part of the City to comply with any provision or term required to be performed or complied with by the City hereunder or caused by negligence or willful misconduct of the City, except to the extent resulting from the negligence or willful misconduct of Walcott. The City shall give Walcott reasonably prompt notice of any claim for which indemnification will be sought and the right to participate in the defense of the claim. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

(e) This Agreement shall bind and benefit the City and Walcott and the Permitted Transferees with regard to the easement only, subject to the termination rights set forth herein. The revocable license shall be subject to the terms and conditions set forth as to termination.

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

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

(h) This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and for the breach of which any party shall have all available remedies. Any determination of invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

[signature pages follow]

Signed under seal as of the date written above.

CITY OF HAVERHILL,
By its Mayor

James J. Fiorentini

GRANTEE: WALCOTT CORPORATION

By: _____
Name
Title:

By: _____
Name
Title:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared James J. Fiorentini, Mayor of the City of Haverhill, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be each of the persons whose name is signed on the preceding or attached document, and each acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the City of Haverhill.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____ of Walcott Corporation, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be each of the persons whose name is signed on the preceding or attached document, and each acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of Walcott Corporation.

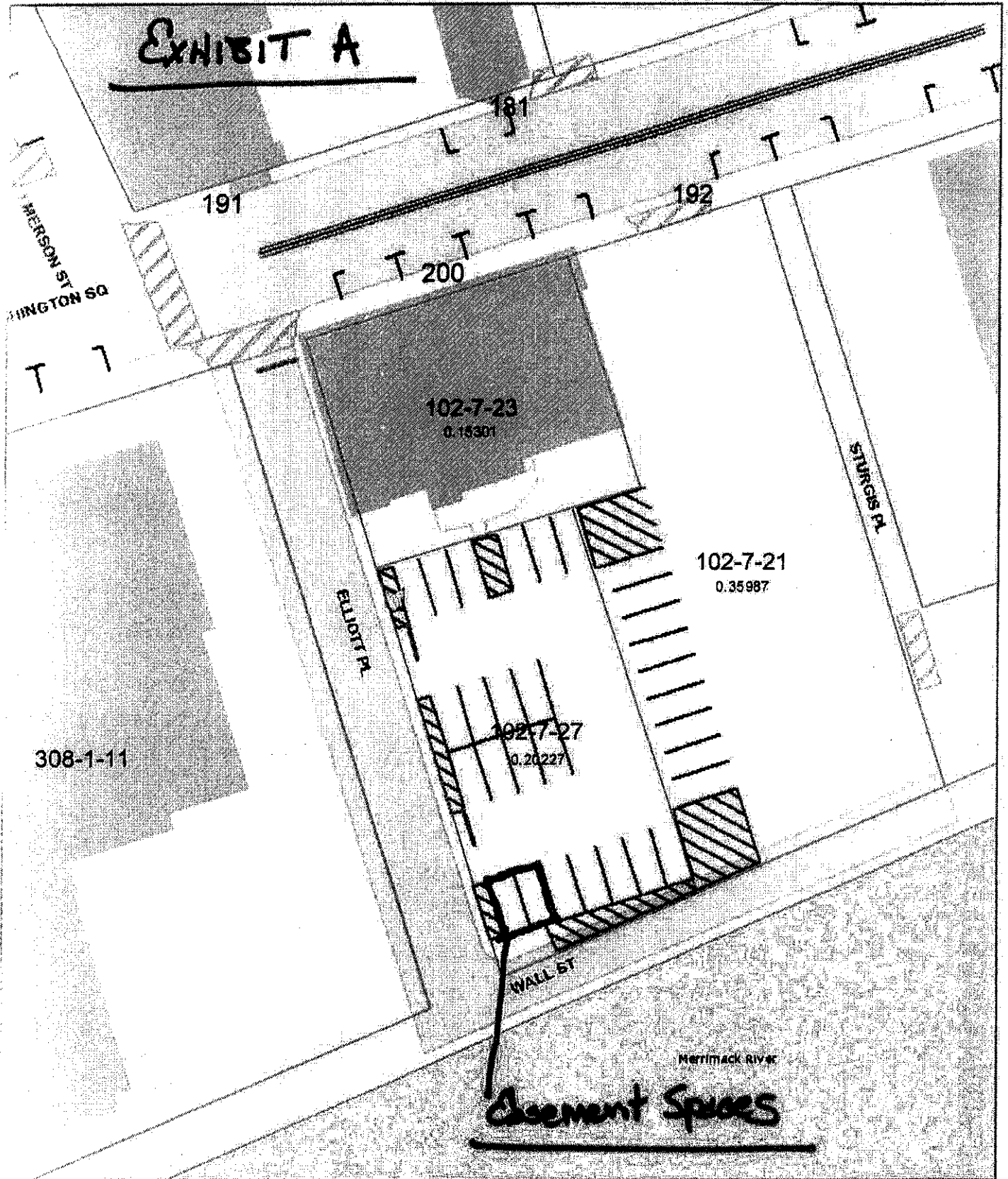
Notary Public

My Commission Expires:

EXHIBIT A

Easement Plan

EXHIBIT A



City Of Haverhill, MA
Engineering — Division
Date produced: 7/17/2023

Elliot Place Parking Lot

0 25 50 100 Feet

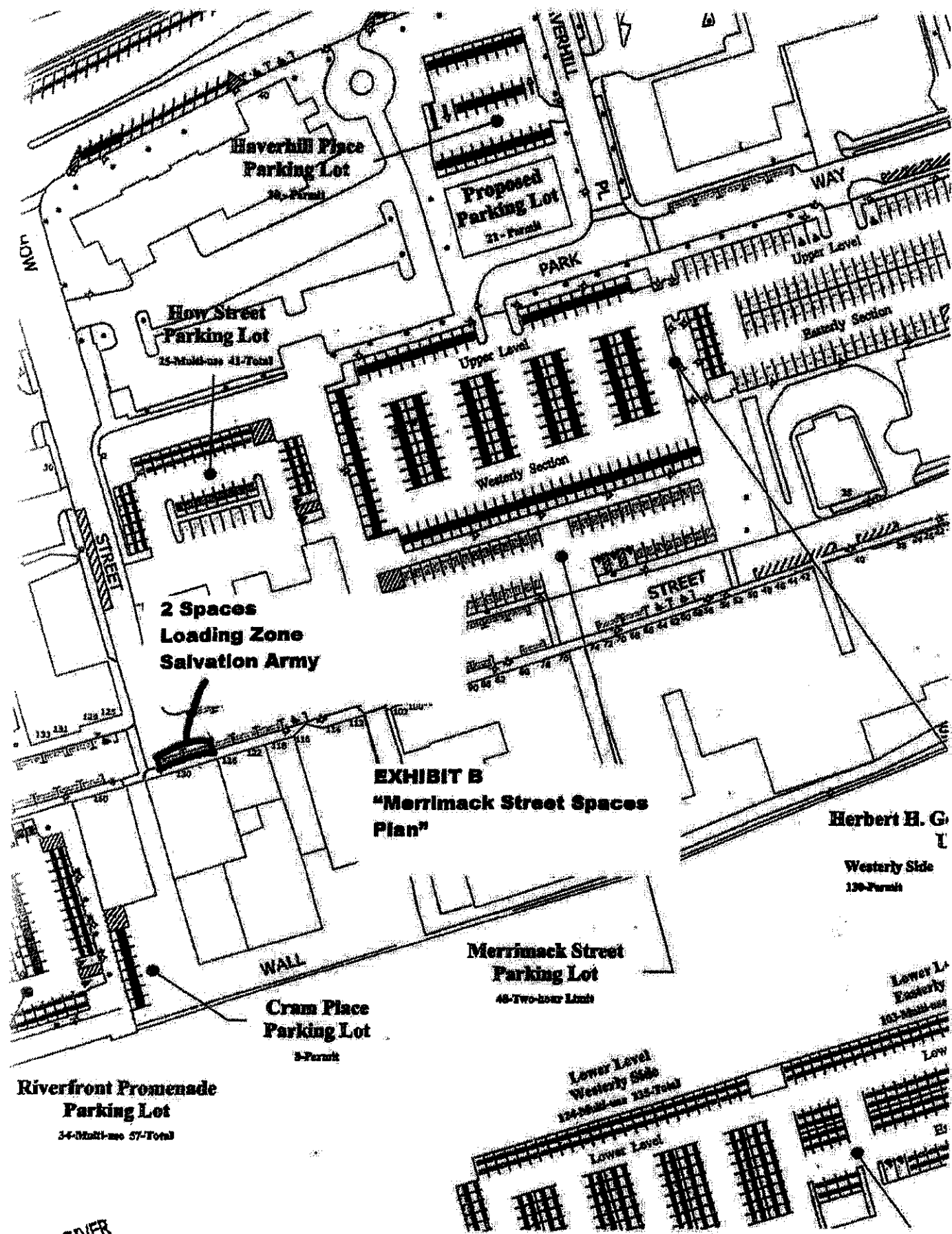
1 inch = 40 feet

This map was produced from the City Of Haverhill's Geographic Information System. The City expressly disclaims liability for any errors or omissions on this map.



EXHIBIT B

Merrimack Street Spaces Plan



After recording return to:

EXHIBIT C

TERMINATION OF GRANT OF EASEMENT AND REVOCABLE LICENSE AGREEMENT

THIS TERMINATION OF GRANT OF EASEMENT AND REVOCABLE LICENSE AGREEMENT (this "**Termination**") is made as of the _____ day of _____, 2023, by **WALCOTT CORPORATION**, a Delaware corporation, duly qualified as a foreign corporation in the Commonwealth of Massachusetts and having its principal place of business at 1050 Commonwealth Avenue, Boston, Massachusetts 02215 ("**Walcott**"), and the **CITY OF HAVERHILL**, a Massachusetts municipal corporation, having its principal place of business at Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 (the "**City**").

WITNESSETH:

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

WHEREAS, Walcott is the owner of certain parcels of land with all buildings and improvements located thereon, and which property is located at 122, 130 and 132 Merrimack Street, Haverhill, Massachusetts (collectively, the "**Walcott Property**"), more particularly described in a Deed recorded with the Registry in Book 4255, Page 387, and

WHEREAS, the City and Walcott entered into a Grant of Easement and Revocable License Agreement dated as of November 28, 2018, and recorded with the Registry in Book 37426, Page 159 (the "**Agreement**"), which created certain rights and easements over a portion of the City Property, as more fully described therein (the "**Easement and License**");

WHEREAS, Walcott and the City desire to terminate the Agreement, including (without limitation) the Easement and License contained therein;

NOW, THEREFORE, in consideration of the sum of FIVE THOUSAND DOLLARS (\$5,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Walcott and City hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein by reference as if set forth at length.

2. Termination of Agreement. The Easement and License are hereby terminated and released and are of no further force or effect, and the Agreement is hereby terminated, discharged, canceled, extinguished and forever released.

3. Successors and Assigns. This Termination shall be binding upon the City, Walcott and their respective successors and assigns, including, without limitation, subsequent owners of the City Property and the Walcott Property.

4. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Termination.

ACTIVE 681425299v2

[SIGNATURES FOLLOW]

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

Walcott Corporation
a Delaware corporation

By: _____¹
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, SS _____, 2023

On this day, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as an _____ of the Walcott Corporation, a Delaware corporation.

Notary Public
My Commission Expires:

¹ NTD: President / Vice president AND Treasurer / Assistant Treasurer must sign, OR we will need to record a vote of the Corporation authorizing the signatory. See G.L. c. 155, § 8.

City of Haverhill, a Massachusetts
Municipal corporation

By: _____
Name: James J. Fiorentini
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 2022

On this day, before me, the undersigned Notary Public, personally appeared James J. Fiorentini, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Haverhill, Massachusetts, a Massachusetts municipal corporation.

Notary Public
My Commission Expires:

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.CITYOFHAVERHILL.COM

September 29, 2023

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

15

RE: FY2023 Bills

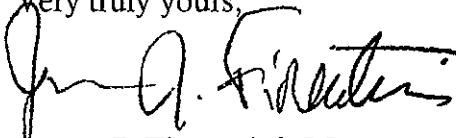
Dear Mr. President and Members of the Haverhill City Council:

Attached, please find an order to pay bills from the previous fiscal year:

Vendor	Amount	Account
ConvergeOne	\$4,421.17	Information Technology
ConvergeOne	\$ 122.00	Information Technology
ConvergeOne	\$2,256.03	Information Technology
Kraft Power	\$ 179.00	Public Property
Alarm Contracting Enterprises	\$ 995.00	Public Property
Alarm Contracting Enterprises	\$ 400.00	Public Property
Alarm Contracting Enterprises	\$ 400.00	Public Property
TOTAL	\$ 8,773.20	

I recommend approval.

Very truly yours,


James J. Fiorentini, Mayor

JJF/lyf



Document

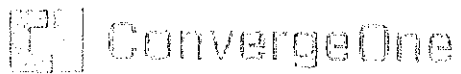
CITY OF HAVERHILL

In Municipal Council

Ordered:

That in accordance with General Laws, Chapter 44, Section 64, authorize the payment of bill(s) of the previous years and to further authorize the payment from current year departmental appropriations as listed below:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
ConvergeOne	4,421.17	Information Technology
ConvergeOne	122.00	Information Technology
Converge One	2,256.03	Information Technology
Kraft Power	179.00	Public Property
Alarm Contracting Enterprises	995.00	Public Property
Alarm Contracting Enterprises	400.00	Public Property
Alarm Contracting Enterprises	400.00	Public Property



Remit To: ConvergeOne, Inc.
NW 5806
PO Box 1450
Minneapolis, MN 55485-5806
888-321-6227

Page: 1 of 2
Invoice Number: IE545368
Invoice Date: 1/30/2023
Payment Terms: Net 30
Customer PO: SIGNED QUOTE
Customer ID: IPCCITHAV0001

Bill To:
CITY OF HAVERHILL Peter Karlson 4 SUMMER STREET HAVERHILL, MA 01830

Ship To:
CITY OF HAVERHILL 4 SUMMER STREET HAVERHILL, MA 01830

Invoice Summary
Renewal: City of Haverhill - Palo Alto

Customer:	CITY OF HAVERHILL		
Primary Contact:	Peter Karlson	National Account Manager:	Kaitlyn Sullivan
Email:	pk@neueon.com	Email:	ksullivan@convergeone.com
Phone:	8772739200701	Phone:	+17813578179
Opportunity Number:	OP-000714930	Solution Number:	SO-000799083

Summary	Original Total	Deposit	Current Due
Product (Software & Hardware)	\$3,284.40	\$0.00	\$3,284.40
Maintenance/Managed Services	\$1,136.77	\$0.00	\$1,136.77
Subtotal	\$4,421.17	\$0.00	\$4,421.17
Actual Tax	\$0.00	\$0.00	\$0.00
Actual Freight	\$0.00	\$0.00	\$0.00
Total	\$4,421.17	\$0.00	\$4,421.17

For W9, ACH, account statement requests, and payment inquiries, please contact: AccountsReceivable@convergeone.com
For tax questions please contact: SalesTax@convergeone.com
For invoice content inquiries please contact: C1BillingTeam@convergeone.com



Remit To: ConvergeOne, Inc.
NW 5806
PO Box 1450
Minneapolis, MN 55485-5806
888-321-6227

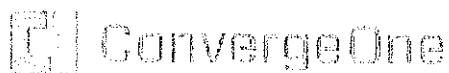
Page: 2 of 2
Invoice Number: IE545368
Invoice Date: 1/30/2023
Payment Terms: Net 30
Customer PO: SIGNED QUOTE
Customer ID: IPCCITHAV0001

Invoice Detail
Renewal: City of Haverhill - Palo Alto

Ship Method: EMAIL

Partial Billing Allowed: No

Line #	Item Number	Description	Qty	Unit Price	Ext Price
1	PAN-PA-820-ADVURL-R	Subscription Advanced URL Filtering, 1-year, Renewal, PA-820 <i>Serial Number: PO00640025-2</i>	1	\$1,530.00	\$1,530.00
2	PAN-PA-820-TP-R	Threat prevention subscription renewal, PA-820 <i>Serial Number: PO00640025-3</i>	1	\$877.20	\$877.20
3	PAN-PA-820-WF-R	WildFire subscription renewal, PA-820 <i>Serial Number: PO00640025-4</i>	1	\$877.20	\$877.20
4	PAN-SVC-PREM-820-R	Premium support year 1 renewal, PA-820 <i>Serial Number: PO00640025-1</i>	1	\$1,136.77	\$1,136.77
Subtotal					\$4,421.17
Actual Tax					\$0.00
Actual Freight					\$0.00
Total					\$4,421.17



Remit To: ConvergeOne, Inc.
NW 5806
PO Box 1450
Minneapolis, MN 55485-5806
888-321-6227

Page: 1 of 2
Invoice Number: IE548604
Invoice Date: 1/30/2023
Payment Terms: Net 30
Customer PO: N/A
Customer ID: IPCCITHAV0001

Bill To:
CITY OF HAVERHILL Peter Karlson 4 SUMMER STREET HAVERHILL, MA 01830

Ship To:
CITY OF HAVERHILL 4 SUMMER STREET HAVERHILL, MA 01830

Invoice Summary

Renewal - Aruba & Juniper

Customer: CITY OF HAVERHILL

Primary Contact: Peter Karlson **National Account Manager:** Kaitlyn Sullivan

Email: pkarlson@cityofhaverhill.com **Email:** ksullivan@convergeone.com

Phone: 8772739200701 **Phone:** +17813578179

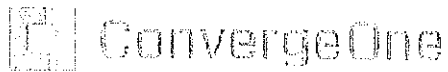
Opportunity Number: OP-000712714 **Solution Number:** SO-000796779

Summary	Original Total	Deposit	Current Due
Maintenance/Managed Services	\$122.00	\$0.00	\$122.00
Subtotal	\$122.00	\$0.00	\$122.00
Actual Tax	\$0.00	\$0.00	\$0.00
Actual Freight	\$0.00	\$0.00	\$0.00
Total	\$122.00	\$0.00	\$122.00

For W9, ACH, account statement requests, and payment inquiries, please contact: AccountsReceivable@convergeone.com

For tax questions please contact: SalesTax@convergeone.com

For invoice content inquiries please contact: C1BillingTeam@convergeone.com

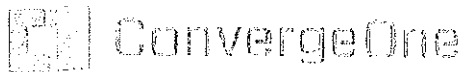


Remit To: ConvergeOne, Inc.
NW 5806
PO Box 1450
Minneapolis, MN 55485-5806
888-321-6227

Page: 2 of 2
Invoice Number: IE548604
Invoice Date: 1/30/2023
Payment Terms: Net 30
Customer PO: N/A
Customer ID: IPCCITHAV0001

Invoice Detail
Renewal - Aruba & Juniper

Line #	Item Number	Description	Qty	Unit Price	Ext Price
1	PAR-ND-EX23-24P	PAR Support: PSS Next Day Support for EX2300-24P	1	\$122.00	\$122.00
Subtotal					\$122.00
Actual Tax					\$0.00
Actual Freight					\$0.00
Total					\$122.00



Remit To: ConvergeOne, Inc.
NW 5806
PO Box 1450
Minneapolis, MN 55485-5806
888-321-6227

Page: 1 of 2
Invoice Number: IE548254
Invoice Date: 1/30/2023
Payment Terms: Net 30
Customer PO: N/A
Customer ID: IPCCITHAV0001

Bill To:
CITY OF HAVERHILL Peter Karlson 4 SUMMER STREET HAVERHILL, MA 01830

Ship To:
CITY OF HAVERHILL 4 SUMMER STREET HAVERHILL, MA 01830

Invoice Summary

Renewal - Aruba & Juniper

Customer: CITY OF HAVERHILL

Primary Contact: Peter Karlson **National Account Manager:** Kaitlyn Sullivan

Email: pkarlson@cityofhaverhill.com **Email:** ksullivan@convergeone.com

Phone: 8772739200701 **Phone:** +17813578179

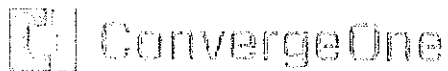
Opportunity Number: OP-000712714 **Solution Number:** SO-000796779

Summary	Original Total	Deposit	Current Due
Maintenance/Managed Services	\$2,256.03	\$0.00	\$2,256.03
Subtotal	\$2,256.03	\$0.00	\$2,256.03
Actual Tax	\$0.00	\$0.00	\$0.00
Actual Freight	\$0.00	\$0.00	\$0.00
Total	\$2,256.03	\$0.00	\$2,256.03

Special Comment:

GL code: 1010000.1.0155.5313

For W9, ACH, account statement requests, and payment inquiries, please contact: AccountsReceivable@convergeone.com
For tax questions please contact: SalesTax@convergeone.com
For invoice content inquiries please contact: C1BillingTeam@convergeone.com



Remit To: ConvergeOne, Inc.
NW 5806
PO Box 1450
Minneapolis, MN 55485-5806
888-321-6227

Page: 2 of 2
Invoice Number: IE548254
Invoice Date: 1/30/2023
Payment Terms: Net 30
Customer PO: N/A
Customer ID: IPCCITHAV0001

Invoice Detail
Renewal - Aruba & Juniper

Line #	Item Number	Description	Qty	Unit Price	Ext Price
1	H1L06AC	Aruba 2930F 48G PoE+ 4SFP+ Swch HPE Partner-Branded NBD Support SVC	1	\$528.01	\$528.01
2	H1L06AC	Aruba 5406R 16SFP+ v3 zl2 Swch HPE Partner- Branded NBD Support SVC	1	\$864.01	\$864.01
3	H1L06AC	Aruba 5406R 16SFP+ v3 zl2 Swch HPE Partner- Branded NBD Support SVC	1	\$864.01	\$864.01
Subtotal					\$2,256.03
Actual Tax					\$0.00
Actual Freight					\$0.00
Total					\$2,256.03



Remit To: Kraft Power Corporation
P.O. Box 2189
Woburn, MA 01888-0389
(800) 969-6121

Office: Kraft Power Corporation
199 Wildwood Ave
Woburn, MA 01801
(781) 938-9100

Invoice #	MASAINV172322
Type	INVOICE
Date	04/13/2023

Bill To:
City of Haverhill 4 Summer St Haverhill, MA 01830 US

Ship To:
City of Haverhill 4 Summer St Haverhill, MA 01830 US

P.O. NUMBER	CUSTOMER NO.	TERMS	CONTRACT
Remote Monitor annual	HAVER004	NET 30 DAYS	

HRS/QTY	DESCRIPTION	Work Ord#	DATE	UNIT PRICE	EXT. PRICE
1.00	REMOTEMONITOR - Remote Monitor annual fee Work Order #/ Serial Number 222247 / 200reozjf-339cgmjl0016	222247		\$179.00	\$179.00
It is our pleasure to serve you. Details of the work performed are on the work order reports referenced on this invoice. If you would like additional copies of these reports or have any questions about this invoice, please contact us. Thank you !			SUBTOTAL		\$179.00
			TAXES		\$0.00
			Invoice Total		\$179.00

This transaction is subject to Kraft Power Corporation General Terms and Conditions appearing on the reverse side hereof and available at www.kraftpower.com.
We take pride in being able to offer the finest quality products and service available. Please take the time to rate our performance by completing our online survey: <https://www.surveymonkey.com/s/KraftPowerCorp>. Thank You for your business!

Alarm Contracting Enterprises

32 Tiger Street
Pelham, N.H. 03076

Phone# 1-978-683-0800

E-Mail

kevinalarmcontracting@gmail.com

Invoice

Date	Invoice #
4/14/2022	402957

Bill To
Haverhill City Hall 4 Summer Street Haverhill, Mass. 01832

Ship To
Haverhill City Hall 4 Summer Street Haverhill, MA 01832

P.O. No.	Account #	Ship Date	Terms	Project
		4/14/2022		
Item	Quantity	Description	Rate	Amount
AES		Install AES Radio	800.00	800.00
L65	3	account#394-0875 Labor	65.00	195.00
			Total	\$995.00

Alarm Contracting Enterprises

32 Tiger Street
Pelham, N.H. 03076

Phone# 1-978-683-0800

E-Mail

kevinalarmcontracting@gmail.com

Invoice

Date	Invoice #
4/19/2022	mon9782

Bill To
Haverhill City Hall 4 Summer Street Haverhill, Mass. 01832

Ship To
Haverhill City Hall 4 Summer Street Haverhill, MA 01832

P.O. No.	Account #	Ship Date
		4/19/2022

Terms	Project

Item	Quantity	Description	Rate	Amount
Radmon	1	Radio Monitoring Acct#394-0875 4/22 - 3/23	400.00	400.00
Total				\$400.00

Alarm Contracting Enterprises

32 Tiger Street
Pelham, N.H. 03076

Phone# 1-978-683-0800

E-Mail

kevinalarmcontracting@gmail.com

Invoice

Date	Invoice #
4/1/2023	mon9783

Bill To
Haverhill City Hall 4 Summer Street Haverhill, Mass. 01832

Ship To
Haverhill City Hall 4 Summer Street Haverhill, MA 01832

P.O. No.	Account #	Ship Date
		4/1/2023

Terms	Project

Item	Quantity	Description	Rate	Amount
Radmon	1	Radio Monitoring Acct#394-0875 4/23 - 3/24	400.00	400.00
			Total	\$400.00

Alarm Contracting Enterprises Inc.
32 Tiger Street
Pelham, N.H. 03076

To whom it may concern:

Please be advised that Alarm Contracting Enterprise has done an internal audit and see that the following invoice(s) are listed as outstanding.

If you feel that this has been paid, please forward any documentation via email to:

kevinalarmcontracting@gmail.com.

You may also call or email regarding any billing questions to our billing department at 603-810-9742.

Please remit upon receipt of this letter to:

Alarm Contracting Enterprises
32 Tiger Ave
Pelham, NH 03076

Qatar \$1795.00

Sincerely,
Accounts receivables department
Alarm Contracting Enterprises



MASS CITY CLERK AUG 30/23

18,111

Document 12-I

City of Haverhill

In Municipal Council September 19 2023

Ordered:

\$1,765,316 Fire Truck Bonds

Ordered: That One Million Seven Hundred Sixty-Five Thousand Three Hundred Sixteen Dollars (\$1,765,316) is appropriated to acquire a fire truck, including the payment of all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount pursuant to Chapter 44, Section 7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

Further Ordered: That the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized to be borrowed pursuant to this loan order and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

PLACED ON FILE for at least 10 days

Attest:

City Clerk

Loan order

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.CITYOFHAVERHILL.COM

August 18, 2023

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

RE: Bond Loan Order for \$1,765,316.00 for a New Fire Truck

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

Please see attached bond loan order for \$1,765,316.00 for a new fire truck. This item must remain on file for 10 days after which I recommend approval.

Very truly yours,


James J. Fiorentini
Mayor

JJF/lyf

ALLEGIANCE

— FIRE & RESCUE™ —



PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Minuteman Fire and Rescue Apparatus, LLC. (DBA Allegiance Fire & Rescue) ("Dealer"), and City of Haverhill, MA a MA Municipality ("Customer") and is effective as of the last date executed by both parties (the "Effective Date").

- 1. Product.** Customer agrees to purchase the following product, as further described in the Dealer Proposal attached hereto as **Exhibit A** and incorporated herein ("**Product**"). The Product comes with all applicable manufacturers' warranties from Pierce Manufacturing, Inc. ("**Pierce**") and all makers of component parts or other equipment that is part of the Product. All such warranties are included in the Dealer Proposal and/or separately attached hereto as **Exhibit B**.
- 2. Purchase and Payment.** The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,741,106.00 ("Purchase Price"). Prices are in U.S. funds.
In addition to the Purchase Price, Customer shall be responsible for paying for all added costs and expenses incurred by Dealer in the event that any state, federal or other regulatory agency (e.g. NFPA, DOT, EPA) requires any modifications to the Product. Dealer shall make reasonable efforts to advise the Customer of any such changes within a reasonable time and to provide Customer with documentation to support the required modifications.

Quantity	Description	Price Per Unit	Total Price
One (1)	Pierce ® Enforcer Aerial 100' HDL	\$1,765,316.00	\$1,765,316.00
One (1)	Discount for Aerial and Chassis Progress Payment	(\$24,210.00)	(\$24,210.00)
	Total		\$1,741,106.00

If the sum of \$589,354.00 is remitted to Allegiance Fire & Rescue upon frame up of the chassis as a progress payment (approximately 90 days prior to delivery) you may deduct \$17,680.00

If the sum of \$326,500.30 is remitted to Allegiance Fire & Rescue upon "weld out" of the Aerial device itself as a progress payment (approximately 90 days prior to delivery) you may deduct \$6,530.00

The above amount reflects HGAC contract pricing.

Training Requirements: Standard

Other: 100% Performance Bond

3. **Optional Product Changes.** Customer may request changes to the Product at any time by way of a written change order. Dealer will review the request and notify Customer of any resulting changes to the Purchase Price, Delivery dates or other terms of this Agreement that will result from the change order. Dealer may accept or reject the change order request. All change orders (including new pricing and delivery dates) must be signed by the parties to be effective.
4. **Cancellation.** Customer may cancel this Agreement (or individual Units if the Product involves multiple Units in which event the cancellation fees are based on the portion of the Purchase Price for the subject Unit set forth in Section 1) prior to Delivery only by a written notice provided in accordance with Section 6. In such event, Customer shall pay Dealer the following cancellation fee as liquidated damages because actual damages would be difficult to ascertain and the following agreed upon fees are a reasonable estimate of actual damages: (a) 10% of the Purchase Price if cancellation occurs after Pierce enters the order for the Product on its computer system; (b) 20% of the Purchase Price if cancellation occurs after Pierce has completed draft Product drawings; and (c) 40% of the Purchase Price if cancellation occurs after Pierce makes any material requisition (i.e. orders material), plus an additional percentage as reasonably set by Dealer to account for additional costs and expenses incurred after material requisition, up to no more than 80% of the Purchase Price if cancellation occurs after substantial completion of the Product. Dealer shall have no obligation to mitigate damages. Customer hereby authorizes Dealer to deduct the cancellation fee from the Purchase Price being held by Dealer and return the remainder to Customer in exchange for a waiver and release of claims.
5. **Delivery, Inspection and Acceptance.** ~~Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.~~ Delivery of the Product is scheduled to be within 792-836 working days of the Effective Date, F.O.B. Haverhill Fire Department, MA Haverhill, MA. Risk of loss shall pass to Customer upon Delivery. Upon Delivery, Customer shall have ten (10) business days within which to inspect the Product and, in the event of substantial non-conformance, to furnish Dealer with detailed written notice sufficient to permit Dealer to evaluate any such non-conformance. Absent timely receipt of such notice of non-conformance, the Product shall be deemed in conformance and accepted by Customer. Time is of the essence with respect to such notice. Any Product not in substantial conformance shall be remedied by Dealer by putting Pierce on written notice of such non-conformance.
6. **Notices.** All notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by either hand delivery (notice deemed delivered upon receipt) or by registered, overnight mail (notice deemed delivered one business day after mailing):

Dealer:

Allegiance Fire & Rescue
2181 Providence Highway
Walpole, Massachusetts 02081
Fax: 508-216-6368

Customer:

City of Haverhill, MA
Haverhill Fire Department, MA
4 Summer St Rm 113
Haverhill, MA 01830-5841

7. **Warranty Disclaimer.** The Product comes with the warranties referred to in Section 1. Dealer itself provides no warranties whatsoever. TO BE CLEAR, NEITHER DEALER NOR, ITS AFFILIATES, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN,

EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. **Force Majeure.** Dealer shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Dealer's control which make Dealer's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, pandemics or public health emergencies, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
9. **Indemnity.** Customer shall indemnify, defend and hold harmless the Dealer and all of its officers, directors, employees, representatives, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of Product (and/or any part of the Product such as attachments or apparatus). In the event of any claim, Customer shall engage counsel for Dealer and Dealer shall allow Customer to direct the defense of such claim with counsel of Customer's choosing. Customer shall make good faith efforts to have Dealer dismissed from any lawsuit and shall otherwise not settle any such claim or alleged claim without first obtaining Dealer's written consent, which consent shall not be unreasonably withheld.
10. **Independent Contractors.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturers of or with the other.
11. **Entire Agreement / Amendments.** This Agreement (including Exhibits) contains the entire agreement between the parties regarding the Product. No representations, promises, agreements, or understandings, written or oral not contained herein shall be of any force or effect. This Agreement may only be amended or modified by a written agreement signed by both parties.
12. **Assignment.** Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party; provided, however, that Dealer may assign this Agreement as part of a public offering or the sale or transfer of all or substantially all of its assets.
13. **Severability.** The invalidity or un-enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
14. **No Waiver of Rights.** No waiver of any provision of this Agreement shall be enforceable unless in writing and signed by the waiving party. No waiver of any provision shall affect the validity or enforceability of any other provision.
15. **Governing Law / Jurisdiction.** Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Massachusetts. The parties agree that any claim concerning this Agreement must be filed and adjudicated in state or federal courts located in the Commonwealth and such courts shall be the sole and exclusive venue for the adjudication of all claims under

this Agreement. The parties hereby consent to personal and subject matter jurisdiction within the Commonwealth.

16. **Counterparts / Electronic Signatures.** This Agreement may be executed in one or more counterparts. The exchange of signed copies of this Agreement by facsimile or via .pdf by email will constitute effective execution and delivery of this Agreement and may be used in the lieu of the original Agreement for all purposes.

Accepted and agreed to:

Dealer: Allegiance Fire & Rescue

Customer: City of Haverhill, MA

Name: William O'Connor

Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

Signature _____

Signature _____

EXHIBIT A

BID #705

DEALER PROPOSAL

EXHIBIT B

BID #705

WARRANTIES



DOCUMENT 35-G

CITY OF HAVERHILL

In Municipal Council September 19 2023

18.11.2

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
ADMINISTRATIVE & PROFESSIONAL POSITIONS

BE IT ORDAINED by the City Council of the City of Haverhill that Document 99-B of 2022 is hereby amended as follows:

EFFECTIVE 7/1/2023 2%

SEE ATTACHED PAGES

Approved as to legality

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk

FY 24 SALARY SCHEDULE FOR ALL DEPARTMENTS (ADMINISTRATIVE/PROFESSIONAL POSITIONS) EFFECTIVE 7/1/2023 2%		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DEPARTMENT	POSITION					
MAYOR	MAYOR	\$ 150,000				
	CHIEF OF STAFF	\$ 99,450	\$ 102,931	\$ 106,533	\$ 110,262	\$ 114,121
311 CALL CENTER/CONSTITUENT SERVICES	MANAGER	\$ 78,031	\$ 79,054			
CITY CLERKS	CITY CLERK	\$ 93,805	\$ 97,556	\$ 101,458	\$ 105,517	\$ 109,737
	ASSISTANT CITY CLERK	\$ 53,928	\$ 56,116	\$ 58,398	\$ 60,678	\$ 63,050
	CLERK OF COUNCIL	\$ 4,000				
	CLERK OF BOARD OF REGISTERS VOTERS	\$ 1,400				
CITY COUNCIL	PRESIDENT	\$ 18,000				
	COUNCILLORS (8)	\$ 15,000				
SCHOOL COMMITTEE	SCHOOL COMMITTEE MEMBER	\$ 12,000				
HUMAN RESOURCES	HR DIRECTOR	\$ 93,805	\$ 97,556	\$ 101,458	\$ 105,517	\$ 109,737
	HR TECHNICIAN	\$ 60,678	\$ 63,050	\$ 65,571	\$ 68,194	\$ 70,922
PUBLIC LIBRARY	LIBRARY DIRECTOR	\$ 116,525				
	ASSISTANT DIRECTOR	\$ 79,070				
	SYSTEMS ADMINISTRATOR	\$ 58,876	\$ 60,756	\$ 62,634	\$ 64,513	\$ 66,392
	LIBRARIAN I	\$ 58,223	\$ 62,193	\$ 66,163	\$ 70,133	\$ 74,102
AUDITORS	CHIEF FINANCIAL OFFICER	\$ 151,169				
	DEPUTY FINANCE DIRECTOR	\$ 87,056	\$ 90,103	\$ 93,257	\$ 96,521	\$ 99,899
	SR. ACCOUNTANT	\$ 67,626	\$ 69,993	\$ 72,443	\$ 74,978	\$ 77,602
RETIREMENT	AUDITOR	\$ 3,000				
	TREASURER/COLLECTOR	\$ 1,200				
INFORMATION TECHNOLOGY	NETWORK MANAGER	\$ 84,798	\$ 87,356	\$ 89,976	\$ 92,675	\$ 95,456
ASSESSORS	ASSESSOR	\$ 95,022	\$ 97,872	\$ 100,808	\$ 103,832	\$ 106,948
	ASSISTANT ASSESSOR	\$ 65,551				
	CHAIRPERSON	\$ 3,500				
PURCHASING	PURCHASING AGENT	\$ 97,301				
TREASURER/COLLECTOR	TREASURER/COLLECTOR	\$ 113,248	\$ 116,645	\$ 120,144	\$ 123,748	\$ 127,459
	ASSISTANT TREASURER/COLLECTOR	\$ 71,672	\$ 74,658	\$ 77,765	\$ 80,878	\$ 84,113
	PARKING STIPEND	\$ 5,000				
HEALTH & INSPECTIONAL SERVICES	DIRECTOR	\$ 70,122	\$ 72,576	\$ 75,117		
	DEPUTY DIRECTOR	\$ 71,546	\$ 73,692	\$ 75,903	\$ 78,180	\$ 80,525
	BUILDING INSPECTOR	\$ 89,432	\$ 92,115	\$ 94,878	\$ 97,725	\$ 100,657
	PLUMBING AND GASFITTING INSPECTOR	\$ 76,220	\$ 78,887	\$ 81,648	\$ -	\$ -
	WIRE INSPECTOR	\$ 55,165	\$ 57,465	\$ 59,860	\$ 62,255	\$ 64,746
FIRE SAFETY SERVICES	FIRE CHIEF	\$ 225,059				
LAW	CITY SOLICITOR	\$ 80,870	\$ 84,105	\$ 87,470	\$ 90,968	\$ 94,607
	ASST CITY SOLICITOR	\$ 45,900				

5.1.1

FY 24 SALARY SCHEDULE FOR ALL DEPARTMENTS (ADMINISTRATIVE/PROFESSIONAL POSITIONS) EFFECTIVE 7/1/2023 2%		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DEPARTMENT	POSITION					
LAW ENFORCEMENT	POLICE CHIEF	\$ 255,442				
	DEPUTY POLICE CHIEF	\$ 219,433				
	EMERGENCY MANAGEMENT STIPEND	\$ 8,000				
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT DIRECTOR	\$ 112,101	\$ 115,838	\$ 120,509	\$ 124,123	\$ 127,847
	ASST. ECON DEV. DIRECTOR	\$ 65,759	\$ 68,389	\$ 71,125	\$ 73,970	\$ 76,929
	PLANNING DIRECTOR/GRANTS COORDINATOR	\$ 100,115	\$ 102,989	\$ 105,983	\$ 110,220	\$ 114,632
	CDBG STIPEND					
	ENVIRONMENTAL HEALTH TECHNICIAN	\$ 77,107	\$ 80,319	\$ 83,535	\$ 86,874	\$ 89,915
PUBLIC WORKS	DPW DIRECTOR	\$ 165,000	\$ 170,000	\$ -	\$ -	\$ -
	DEPUTY DPW DIRECTOR	\$ 128,671	\$ 132,531	\$ 136,507	\$ 140,602	\$ 144,820
	ASST. DPW DIRECTOR/CITY ENGINEER	\$ 122,747	\$ -	\$ -	\$ -	\$ -
	ASST. DPW DIRECTOR/HIGHWAY-PARK	\$ 111,154	\$ -	\$ -	\$ -	\$ -
	SOLID WASTE/RECYCLING COORDINATOR	\$ 82,203	\$ 85,491	\$ 92,087	\$ 92,467	\$ 96,166
	SNOW STIPEND	\$ 5,000				
PUBLIC HEALTH	PUBLIC HEALTH DIRECTOR	\$ 94,676	\$ -	\$ -	\$ -	\$ -
HUMAN SERVICES	HUMAN SERVICES DIRECTOR	\$ 70,030	\$ 72,947	\$ 75,867	\$ 78,901	\$ 82,057
	WOOD SCHOOL STIPEND	\$ 5,000				
	HUMAN SERVICES/COA STIPEND	\$ 2,250				
	VETERANS' MEM. RINK COORDINATOR	\$ 5,500				
	RECREATION DIRECTOR	\$ 54,799	\$ 58,223	\$ 63,516	\$ 68,809	\$ -
VETERANS SERVICES	DIRECTOR/AGENT	\$ 71,456	\$ 74,102	\$ -	\$ -	\$ -
	COA/VETERANS SERVICES STIPEND	\$ 2,250				



Haverhill

Human Resources Department, Room 306

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

Denise McClanahan, HR Director – dmcclanahan@cityofhaverhill.com

Christine Caminero, HR Technician – ccaminero@cityofhaverhill.com

Christina Carrie, Head Clerk/Floater – ccarrie@cityofhaverhill.com

TO: Mayor James J. Fiorentini
FROM: Denise McClanahan, HR Director
DATE: September 14, 2023
RE: Salary Ordinances

Attached are the salary ordinances for the Administrative/Professional positions schedule and the Non-Union positions schedule. Please submit these documents to the next City Council meeting for action.

dIm

23 SALARY SCHEDULE FOR ALL DEPARTMENTS (NON-UNION POSITIONS) EFFECTIVE 7/1/2022 - 2%						
PARTMENT/DIVISION	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1. SKATING RINK	SUPERINTENDENT	\$ 963.58	\$ 1,021.40	\$ 1,082.68		
	LABORER	\$ 565.90	\$ 597.43	\$ 604.39		
	LABORER (PT)	\$ 16.17	\$ 17.07	\$ 17.92		
RK COMMISSION	TENNIS COURT ATTENDANT	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	TENNIS INSTRUCTOR	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	TENNIS DIRECTOR	\$ 21.00				
	ASST. BOATING DIRECTOR	\$ 20.00				
	SR. BOATING INSTRUCTOR	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	BOATING INSTRUCTOR	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	DOCKMASTER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	COMFORT STATION ATTENDANT	\$ 793.11	\$ 830.40	\$ 861.83	\$ 896.30	\$ 932.16
	SKILLED LABORER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	SKILLED LABORER (TEMP)	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
BRARY	LIBRARY PAGE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	LIBRARY CLERK (PT)	\$ 16.58				
OLICE	ASST. NETWORK SPECIALIST/CRIME ANALYST	\$ 59,522.02	\$ 61,308.01	\$ 63,147.97	\$ 65,041.88	\$ 66,992.44
	DOMESTIC VIOLENCE ADVOCATE	\$ 25.00				
	RESERVE POLICE OFFICER	\$ 25.24				
	DETENTION ATTENDANT	\$ 16.44				
RE	CALL FIREFIGHTER	\$ 25.00				
	CALL SUPERIOR OFFICER	\$ 30.00				
	ASSISTANT HARBORMASTER	\$ 25.00				
LL DEPARTMENTS	INTERN	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	SEASONAL EMPLOYEES	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	AMBASSADOR					
GINEERING	ENGINEERING INTERN	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
BLIC WORKS	DPW SEASONAL WORKER	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00
	WASTE REDUCTION COORDINATOR	\$ 42,442.46	\$ 43,715.73	\$ 45,027.20	\$ 46,378.02	\$ 47,769.36
	RECYCLING ATTENDANT (PT)					
	IPP CONSULTANT					
ATER	TEMPORARY WATER METER READER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
ARK	SEASONAL GROUNDWORKER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	

Backup

23 SALARY SCHEDULE FOR ALL DEPARTMENTS (NON-UNION POSITIONS) EFFECTIVE 7/1/2022 - 2%						
PARTMENT/DIVISION	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
VOR	ADMINISTRATIVE ASSISTANT	\$ 61,333.92	\$ 66,909.73	\$ 69,586.12	\$ 72,369.56	\$ 75,264.34
	COMMUNICATIONS DIRECTOR	\$ 61,985.59	\$ 64,469.56	\$ 67,048.34	\$ 70,000.00	\$ 72,450.00
TY CLERK	WARDENS & CLERKS	\$ 225.00				
	INSPECTORS	\$ 195.00				
	Election Worker	\$ 15.00				
	Administrative Assistant	\$ 50,000.00	\$ 51,500.00	\$ 53,045.00		
TY COUNCIL	EXECUTIVE SECRETARY/ADM. ASSISTANT	\$ 980.82	\$ 1,010.24	\$ 1,040.55	\$ 1,071.77	\$ 1,109.28
	CALL OPERATOR/REPRESENTATIVE	\$ 44,606.49	\$ 46,495.44	\$ 48,355.26	\$ 50,289.47	
1 CALL CENTER/CONSTITUENT SERVICES						
JRCHASING	Administrative Assistant (PT)	\$ 24.80				
FORMATION TECHNOLOGY	IT Consultant	\$ 44.00				
	Systems Analyst (PT)	\$ 35.15				
ISPECTIONS & HEALTH REG.	ANIMAL INSPECTOR	\$ 3,000.00				
UBLIC HEALTH	PUBLIC HEALTH NURSE	\$ 64,974.00	\$ 66,923.22			
	SOCIAL WORKER	\$ 53,040.00	\$ 54,631.20			
	ADMINISTRATIVE ASST	\$ 46,410.00	\$ 47,802.30			
UN. PARKING AREAS & DECK	GARAGE ATTENDANT	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	ELDER MEALS AIDE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	MOW DRIVER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
OUNCIL ON AGING	BENEFITS AIDE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	LEGAL AIDE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	SENIOR AIDE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	DATA TRANSCRIBER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	OUTREACH AIDE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	SUBSTITUTE MOW DRIVER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
ECREATION	WATER FRONT DIRECTOR/HEAD LIFEGUARD	\$ 18.00	\$ 19.00	\$ 20.00	\$ 22.00	
	LIFEGUARD	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	CAMP DIRECTOR	\$ 23.00				
	DAY CAMP NURSE	\$ 23.00				
	WOOD SCHOOL SITE COORDINATOR	\$ 20.00				
	ASSISTANT SUPERVISOR	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	SPECIAL NEEDS DIRECTOR	\$ 20.00				
	TEACHER SUPPORT	\$ 20.00				
OUTH ACTIVITIES	YOUTH ACTIVITIES SUPERVISOR	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	CUSTODIAN	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	

BACK UP REFERENCE
ONLY

DOL 99C-2022

23 SALARY SCHEDULE FOR ALL DEPARTMENTS (ADMINISTRATIVE/PROFESSIONAL POSITIONS) EFFECTIVE 7/1/2022 2%						STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DEPARTMENT	POSITION									
MAYOR	MAYOR					\$ 110,000				
	CHIEF OF STAFF					\$ 97,500	\$ 100,913	\$ 104,444	\$ 108,100	\$ 111,883
1 CALL CENTER/CONSTITUENT SERVICES	MANAGER					\$ 76,501	\$ 77,504			
CITY CLERKS	CITY CLERK					\$ 91,966	\$ 95,643	\$ 99,469	\$ 103,448	\$ 107,586
	ASSISTANT CITY CLERK					\$ 52,870	\$ 55,016	\$ 57,253	\$ 59,488	\$ 61,813
	CLERK OF COUNCIL					\$ 4,000				
CITY COUNCIL	CLERK OF BOARD OF REGISTERS VOTERS					\$ 1,400				
	PRESIDENT					\$ 18,000				
	COUNCILLORS (8)					\$ 15,000				
SCHOOL COMMITTEE	SCHOOL COMMITTEE MEMBER					\$ 8,250				
HUMAN RESOURCES	HR DIRECTOR					\$ 91,966	\$ 95,643	\$ 99,469	\$ 103,448	\$ 107,586
	HR TECHNICIAN					\$ 59,488	\$ 61,813	\$ 64,285	\$ 66,857	\$ 69,532
PUBLIC LIBRARY	LIBRARY DIRECTOR					\$ 114,240				
	ASSISTANT DIRECTOR					\$ 77,520				
	SYSTEMS ADMINISTRATOR					\$ 57,722	\$ 59,564	\$ 61,406	\$ 63,248	\$ 65,091
LIBRARIAN I	LIBRARIAN I					\$ 57,082	\$ 60,974	\$ 64,866	\$ 68,758	\$ 72,650
AUDITORS	CHIEF FINANCIAL OFFICER					\$ 145,656				
	DEPUTY FINANCE DIRECTOR					\$ 70,266	\$ 73,194	\$ 76,241	\$ 79,292	\$ 82,463
	SR. ACCOUNTANT					\$ 66,300	\$ 68,621	\$ 71,022	\$ 73,508	\$ 76,081
RETIREMENT	AUDITOR					\$ 3,000				
	TREASURER/COLLECTOR					\$ 1,200				
INFORMATION TECHNOLOGY	NETWORK MANAGER					\$ 84,798	\$ 87,356	\$ 89,976	\$ 92,675	\$ 95,456
ASSESSORS	ASSESSOR					\$ 93,159	\$ 95,953	\$ 98,832	\$ 101,796	\$ 104,851
	CHAIRPERSON					\$ 3,500				
PURCHASING	PURCHASING AGENT					\$ 95,393				
TREASURER/COLLECTOR	TREASURER/COLLECTOR					\$ 111,027	\$ 114,358	\$ 117,788	\$ 121,322	\$ 124,960
	ASSISTANT TREASURER/COLLECTOR					\$ 70,266	\$ 73,194	\$ 76,241	\$ 79,292	\$ 82,464
	PARKING STIPEND					\$ 5,000				

BACK UP REFERENCE
ONLY

DOC 9-3 2022

BACK UP

23 SALARY SCHEDULE FOR ALL DEPARTMENTS (ADMINISTRATIVE/PROFESSIONAL POSITIONS) EFFECTIVE 7/1/2022 2%						
PARTMENT	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ALTH & INSPECTIONAL SERVICES	DIRECTOR	\$ 68,747	\$ 71,153			
	DEPUTY DIRECTOR	\$ 70,143	\$ 72,247	\$ 74,415	\$ 76,647	\$ 78,946
	BUILDING INSPECTOR	\$ 87,679	\$ 90,309	\$ 93,018	\$ 95,809	\$ 98,684
	PLUMBING AND GASFITTING INSPECTOR	\$ 73,440	\$ 76,010			
	WIRE INSPECTOR	\$ 54,084	\$ 56,338	\$ 58,687	\$ 61,034	\$ 63,477
RE SAFETY SERVICES	FIRE CHIEF	\$ 212,160				
	CITY SOLICITOR	\$ 79,284	\$ 82,456	\$ 85,754	\$ 89,185	\$ 92,752
LAW ENFORCEMENT	POLICE CHIEF	\$ 240,802				
	DEPUTY POLICE CHIEF	\$ 206,856				
	EMERGENCY MANAGEMENT STIPEND	\$ 8,000				
	ECONOMIC DEVELOPMENT DIRECTOR	\$ 109,903	\$ 113,566	\$ 118,146	\$ 120,000	\$ 124,200
ECONOMIC DEVELOPMENT	ASST. ECON DEV. DIRECTOR	\$ 64,470	\$ 67,048	\$ 69,730	\$ 72,520	\$ 75,421
	PLANNING DIRECTOR/GRANTS COORDINATOR	\$ 98,152	\$ 100,970	\$ 103,905	\$ 108,058	\$ 112,384
	CDBG STIPEND					
	ENVIRONMENTAL HEALTH TECHNICIAN	\$ 66,146	\$ 68,901	\$ 71,660	\$ 74,525	\$ 77,133
PUBLIC WORKS	DPW DIRECTOR	\$ 147,871				
	DEPUTY DPW DIRECTOR	\$ 126,148				
	ASST. DPW DIRECTOR/CITY ENGINEER	\$ 120,340				
	ASST. DPW DIRECTOR/HIGHWAY-PARK	\$ 108,974				
	SOLID WASTE/RECYCLING COORDINATOR	\$ 80,591	\$ 83,815	\$ 90,282	\$ 90,654	\$ 94,280
	SNOW STIPEND	\$ 5,000				
	PUBLIC HEALTH DIRECTOR	\$ 92,820.00				
HUMAN SERVICES	HUMAN SERVICES DIRECTOR	\$ 68,657	\$ 71,517	\$ 74,380	\$ 77,354	\$ 80,448
	WOOD SCHOOL STIPEND	\$ 5,000				
	HUMAN SERVICES/COA STIPEND	\$ 2,250				
	VETERANS' MEM. RINK COORDINATOR	\$ 5,500				
	RECREATION DIRECTOR	\$ 53,725	\$ 57,082	\$ 62,271	\$ 67,460	
VETERANS SERVICES	DIRECTOR/AGENT	\$ 70,055	\$ 72,650			
	COA/VETERANS SERVICES STIPEND	\$ 2,250				

Back up

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

July 21, 2023

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

RE: Salary Ordinance & MOA submission

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

Please find attached a Salary Ordinance §
between the City of Haverhill and the Administrative and Professional positions and Non-
Union groups. This ordinance must be placed on file for 10 days after which I recommend
approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



DOCUMENT 35-H

CITY OF HAVERHILL

In Municipal Council September 19 2023

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

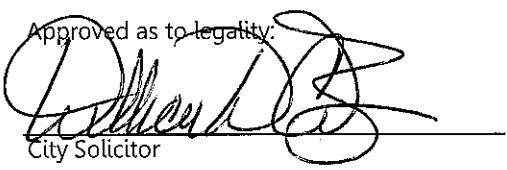
CHAPTER
NON-UNION POSITIONS

BE IT ORDAINED by the City Council of the City of Haverhill that Document 99-C of 2022 is hereby amended as follows:

EFFECTIVE 7/1/2023 2%

SEE ATTACHED PAGES

Approved as to legality:


City Solicitor

PLACED ON FILE for at least 10 days

Attest

City Clerk

FY 24 SALARY SCHEDULE FOR ALL DEPARTMENTS (NON-UNION POSITIONS) EFFECTIVE 7/1/2023 - 2%						
DEPARTMENT/DIVISION	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MAYOR	ADMINISTRATIVE ASSISTANT	\$ 68,247.92	\$ 70,977.84	\$ 73,816.95	\$ 76,769.63	\$ 79,456.57
	COMMUNICATIONS DIRECTOR	\$ 63,225.30	\$ 65,758.95	\$ 68,389.30	\$ 71,124.88	\$ 73,969.87
	ARPA PROJECT MANAGER	\$ 110,500.00	\$ 112,710.00			
CITY CLERK	WARDENS & CLERKS	\$ 275.00				
	INSPECTORS	\$ 245.00				
	Election Worker	\$ 17.00				
	Administrative Assistant	\$ 51,000.00	\$ 52,530.00	\$ 54,105.90		
CITY COUNCIL	EXECUTIVE SECRETARY/ADM. ASSISTANT	\$ 1,030.44	\$ 1,061.36	\$ 1,200.59	\$ 1,242.61	\$ 1,286.10
311 CALL CENTER/CONSTITUENT SERVICES	CALL OPERATOR/REPRESENTATIVE	\$ 45,498.62	\$ 47,425.35	\$ 49,322.37	\$ 51,295.26	
PURCHASING	Administrative Assistant (PT)	\$ -				
INFORMATION TECHNOLOGY	IT Consultant	\$ 44.00				
	Systems Analyst (PT)	\$ 35.15				
INSPECTIONS & HEALTH REG.	ANIMAL INSPECTOR	\$ 3,000.00				
PUBLIC HEALTH	PUBLIC HEALTH NURSE	\$ 66,273.48	\$ 68,261.68			
	SOCIAL WORKER	\$ 54,100.80	\$ 55,723.82			
	ADMINISTRATIVE ASST	\$ 47,338.20	\$ 48,758.35			
MUN. PARKING AREAS & DECK	GARAGE ATTENDANT	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
COUNCIL ON AGING	ELDER MEALS AIDE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	MOW DRIVER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	BENEFITS AIDE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	LEGAL AIDE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	SENIOR AIDE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	DATA TRANSCRIBER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	OUTREACH AIDE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	SUBSTITUTE MOW DRIVER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
RECREATION	WATER FRONT DIRECTOR/HEAD LIFEGUARD	\$ 18.00	\$ 19.00	\$ 20.00	\$ 22.00	
	LIFEGUARD	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	CAMP DIRECTOR	\$ 23.00				
	DAY CAMP NURSE	\$ 23.00				
	WOOD SCHOOL SITE COORDINATOR	\$ 20.40				
	ASSISTANT SUPERVISOR	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	SPECIAL NEEDS DIRECTOR	\$ 20.00				
	TEACHER SUPPORT	\$ 20.00				
YOUTH ACTIVITIES	YOUTH ACTIVITIES SUPERVISOR	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
	CUSTODIAN	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	
V.M. SKATING RINK	LABORER SUPERVISOR	\$ 1,106.89				
	SUPERINTENDENT	\$ 982.86	\$ 1,041.83	\$ 1,104.33		
	LABORER	\$ 577.22	\$ 609.38	\$ 616.48		
	LABORER (PT)	\$ 16.49	\$ 17.42	\$ 18.28		

5,112

FY 24 SALARY SCHEDULE FOR ALL DEPARTMENTS (NON-UNION POSITIONS) EFFECTIVE 7/1/2023 - 2%									
DEPARTMENT/DIVISION	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5			
PARK COMMISSION	TENNIS COURT ATTENDANT	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
	TENNIS INSTRUCTOR	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
	TENNIS DIRECTOR	\$ 21.00							
	ASST. BOATING DIRECTOR	\$ 20.00							
	SR. BOATING INSTRUCTOR	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
	BOATING INSTRUCTOR	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
	DOCKMASTER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
	COMFORT STATION ATTENDANT	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
	SKILLED LABORER	\$ 879.07	\$ 914.23	\$ 950.80	\$ 984.08	\$ 1,018.52			
	SKILLED LABORER (TEMP)	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
LIBRARY	LIBRARY PAGE	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
	LIBRARY CLERK (PT)	\$ -							
POLICE	ASST. NETWORK SPECIALIST/CRIME ANALYST	\$ 60,712.46	\$ 62,534.17	\$ 64,410.93	\$ 66,342.72	\$ 68,332.29			
	DIRECTOR OF OFFICER WELLNESS	\$ 60,189.79							
	DOMESTIC VIOLENCE ADVOCATE	\$ 23.32	\$ 25.50						
	RESERVE POLICE OFFICER	\$ 25.24							
	DETENTION ATTENDANT	\$ -							
FIRE	CALL FIREFIGHTER	\$ 19.00							
	CALL SUPERIOR OFFICER	\$ 25.00							
	ASSISTANT HARBORMASTER	\$ 25.00							
ALL DEPARTMENTS	INTERN	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
	SEASONAL EMPLOYEES	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
	AMBASSADOR								
ENGINEERING	ENGINEERING INTERN	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
PUBLIC WORKS	DPW SEASONAL WORKER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
	WASTE REDUCTION COORDINATOR	\$ 43,291.31	\$ 44,590.05	\$ 45,927.75	\$ 47,305.58	\$ 48,724.75			
	RECYCLING ATTENDANT (PT)								
	IPP CONSULTANT								
WATER	TEMPORARY WATER METER READER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				
PARK	SEASONAL GROUNDSWORKER	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00				

571.2



DOCUMENT 69-C

CITY OF HAVERHILL

In Municipal Council

September 19 2023

18114

ORDERED:

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, § Chapter 240-95 Schedule L: Stop Streets, as amended, is hereby further amended by adding the following:

Stop Street	Direction of Travel	At intersection of
Franklin Street	North/South	John Street
John Street	East/West	Franklin Street

APPROVED AS TO LEGALITY

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk



Haverhill

Engineering Department, Room 300
Tel: 978-374-2335 Fax: 978-373-8475
John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

August 25, 2023

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

Subject: *Franklin Street & John Street – Stop Ordinances*

As requested by Traffic & Safety, see attached ordinances for existing stop signs on John Street and proposed stop signs on Franklin Street.

Please contact me if you have any questions.

Sincerely,

John H. Pettis III, P.E.
City Engineer

C: Mayor Fiorentini, Ward, Pistone, O'Brien, Pillsbury, Wright, Cox, Lynch, Brown

CITY COUNCIL**Timothy J. Jordan***President***John A. Michitson***Vice President***Melinda E. Barrett****Joseph J. Bevilacqua****Thomas J. Sullivan****Melissa J. Lewandowski****Michael S. McGonagle****Catherine P. Rogers****Shaun P. Toohey****CITY OF HAVERHILL**

HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204

4 SUMMER STREET

TELEPHONE: 978-374-2328

FACSIMILE: 978-374-2329

WWW.CITYOFHAVERHILL.COM

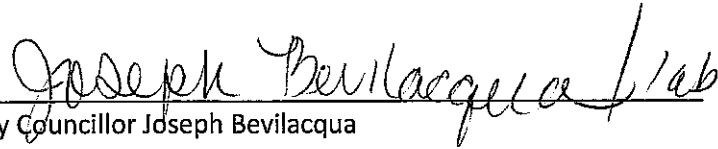
CITYCNCL@CITYOFHAVERHILL.COM

H&J CITY CLERK AUG24/23 PM1246

August 24, 2023

To: President and Members of the City Council

Councillor Bevilacqua would like a discussion regarding a proposal to recognize deceased members of the Haverhill City Council.


 City Councillor Joseph Bevilacqua

IN CITY COUNCIL: September 26 2023

CONTINUED TO OCTOBER 3 2023

Attest:

City Clerk

(meeting 9.26.2023)

CITY COUNCIL**Timothy J. Jordan**

President

John A. Michitson

Vice President

Melinda E. Barrett**Joseph J. Bevilacqua****Thomas J. Sullivan****Melissa J. Lewandowski****Michael S. McGonagle****Catherine P. Rogers****Shaun P. Toohey****CITY OF HAVERHILL**

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September 7, 2023

To: President and Members of the City Council:

Council President Jordan, Council Vice President Michitson, and Councilor Lewandowski request an update from the Mayor on Eliot services for Haverhill, the hiring of the NFI Director, and re-starting of the Opioid Task Force.

Council President Timothy J. Jordan

Council Vice President John A. Michitson

City Councilor Melissa J. Lewandowski

IN CITY COUNCIL: September 26 2023

TABLED TO OCTOBER 3 2023

Attest:

(meeting 9.26.2023)

City Clerk



8 octavo pages

18112

Ordered:

MUNICIPAL ORDINANCE

CHAPTER 222

AN ORDINANCE RELATING TO REPAIR OF PRIVATE WAYS

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 222 of the Code of the City of Haverhill, as amended, be further amended by adding the following:

**"ARTICLE XVII
REPAIR OF PRIVATE WAYS**

§222-110. Purpose; definitions; exclusions; city not required to maintain.

- (a) Purpose. The purpose of this article is to provide for the permanent or temporary construction or repair of private ways in the interest of public safety.
- (b) Definitions. The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this subsection except where the context clearly indicates a different meaning.

Abutter and abutting owner means all persons holding ownership rights in property abutting a private way and all persons holding ownership rights in any property the access to which, by necessity, requires travel over such private way.

Abutting parcel means any property actually abutting the private way regulated by this article and any property the access to which, by necessity, requires travel over such private way,

Private way.

- (1) The term "private way" includes, within the scope of this article, statutory private ways and dedicated private ways.

- a. The term "statutory private ways" means those ways which have been laid out pursuant to M.G.L. c. 82, § 21 and are subject to M.G.L. c. 84, §§ 23, 24.

Such ways are open to the same type and extent of use as public ways.

- b. The term "dedicated private ways" are those ways that were not laid out under statutory authority but are open to free public use of a nature and extent sufficient to constitute evidence of the permanent intention of abutting property owners to abandon private rights in the ways.

- (2) The term "private ways" within the scope of this article does not include permissive private ways or unconstructed (paper) ways.

- a. The term "permissive private ways" means those ways that have not been laid out by a public authority or dedicated to public use and are wholly the subject of private ownership. A

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permissive private way is open to public use solely by the continuing permission or license of the owner or abutter where such owner or abutter displays a continuing intent to exercise dominion over the way and may, for example, post the way with signs limiting or prohibiting public use.

b. The term "unconstructed" or "paper ways" means those ways or portions thereof that have been created on paper by a deed, easement, plan or other instrument or by subdivision or approval not required (ANR) plan under the Subdivision Control Act, but have not yet been paved, improved or otherwise constructed on the ground.

c. Pursuant to chapter 325 of the Acts of 2002 and M.G.L. c. 84, § 12 and c.40, § 6N, this article is intended to establish the process by which temporary and permanent repairs may be made to private ways.

d. In order to qualify for permanent or temporary construction or repair under this article, all private ways otherwise eligible must have been open to the public for six or more years and must abut four or more occupied residences or operating businesses.

e. None of the ways described in this section are of the type of which the city has an existing duty of maintenance or repair for which the city is liable in damages for defects. Abutters to private ways are responsible for the maintenance of such ways. Constructed private ways must be maintained so that there are no defects to impede the safe passage of emergency vehicles. Nothing in this article is intended to create any duty to maintain or repair such private ways or to subject the city to any liability for defects therein.

§222-111. Permanent construction or repair.

Permanent construction or repair may be performed by the city in accordance with the procedures set forth in 222-114. below.

§222-112. Temporary repair.

(a) Temporary repair shall include the filling of potholes in the subsurface of private ways and repairs to the surface materials, but shall not include significant excavation, regrading, drainage work, or the resurfacing thereof.

(b) Temporary repair may be performed by the city upon a determination by the director of public works that the condition of a way adversely affects the safety of the inhabitants and that repair of a permanent nature is unnecessary to cure the condition, or upon a determination that the condition of the way constitutes an emergency which requires immediate repair in order to protect the health or safety of the inhabitants of the city.

(c) Such temporary repair shall not be considered as maintenance of the private way nor shall the way be considered a public way as the result of any repair.

§222-113. Funding for approved construction or repair.

(a) The total cost of the approved permanent construction or repair work shall be paid by the abutting owners, the amount to be paid will be divided by the number of abutting parcels and assessed to the owners thereof.

(b) Betterments shall be assessed and collected for such work in accordance with the provisions of M.G.L. c. 80, § 1 et. seq. and other applicable laws. All betterments shall be apportioned at either five or ten year terms based on the size of the project. Individual total assessments totaling \$3,000.00 or more may be apportioned over a ten-year term.

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(c) In the case of temporary repairs, the owner(s) of the private way shall be assessed and pay the total cost of the repairs.

§222-114. Permanent construction or repair.

(a) Any performance of permanent construction or repair to a private way as set forth in this article is subject to the availability of funding and the authorization for said funding must be made by recommendation of the mayor and a two-thirds vote of the city council.

(b) Abutters to a private way shall begin the process of seeking permanent repair to the private way by submitting a petition to the city clerk signed by not less than 75 percent of all abutting owners to the private way. Petitioners shall use only official petition forms, available from the city clerk's office upon request.

Petitioners shall agree in writing that (1) the city may not accept the road as public as a result of the permanent repair process outlined herein; (2) city employees shall be allowed on each abutting parcel in order to repair the private way; (3) any deviation from the current road layout of the existing travelled way as a result of the repair of the private way shall be done at the discretion of the director of public works; and (4) a non-refundable fee shall be assessed with the petition of \$1.00 per linear foot of the private way at the discretion of the director of public works. Petitioners shall include the name and contact information for no less than three primary contact persons who shall also be abutting owners. In order to proceed, the city clerk must certify all signatures on the petition as submitted.

(c) The city clerk shall refer the petition to the mayor's office with a request for a feasibility determination.

(d) The mayor's office shall refer the petition to the department of public works for a feasibility determination whereby the department of public works shall (1) consult with the fire department, police department, conservation commission, chief financial officer/treasurer, and the city engineer; (2) determine the parameters of the project; and (3) set a price range for the project. The director of public works shall then respond to the primary contact persons with, among other things, a memorandum outlining the determinations and an official abutters' list to be used in noticing a meeting of all abutters' as outlined in section 222-114(e).

(e) Three or more abutting owners shall call and hold a meeting of abutting owners. Notice of such meeting shall include the date, time and location thereof and shall be given at least seven days in advance by posting the notice in the city clerk's office and by mailing the notice to all abutting owners by certified mail, return receipt requested. A receipt of the certified mailing shall be required as evidence that notice has been provided to all abutting owners.

(f) At the meeting as outlined in section 222-114(e), the abutting owners shall vote to determine whether certain repairs are to be sought according to (1) the project parameters and (2) the price range as provided by the director of public works. Seventy-five percent of all abutting owners on the private way must be present at the meeting; 66 percent of all abutting owners on the private way must vote in favor in order to qualify for permanent repair under this article.

(g) Any abutting owner may designate a proxy to represent them and cast the requisite vote(s) on matters required by this section. Such a designation shall be a notarized letter by the abutting owner that includes the following: 1) the name and address of the abutting owner, 2) the name and address of the proxy, 3) language from the abutting owner expressly granting permission to the proxy to vote on the abutting owner's behalf, 4) a copy of the proxy's valid state or federal picture identification, and 5) a copy of the abutting owner's valid state or federal picture identification and 6) the abutting owner's signature. The designation documents must be 1) delivered to the city clerk no later than 48 hours before the date and time set for the meeting at which votes will be cast, and 2) presented at the meeting under section 222-114(e) prior to voting.

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.CITYOFHAVERHILL.COM

September 15, 2023

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

RE: Repair of Private Road Ordinance

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

Please see attached order to authorize the city to repair a private road in the interest of public safety. This item must remain on file for 10 days after which I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

- 89
- (h) An official record of the meeting as outlined in section 222-114(f), including the attendees' names, addresses and signatures, as well as evidence of the votes cast shall be submitted to the city clerk within seven days of the meeting.
 - (i) The city clerk shall file a copy of the official record with the mayor's office.
 - (j) The mayor's office may submit the petition and official record with a recommendation to the city council for funding consideration.
 - (k) Upon the mayor's submission of the petition, the city council shall hold a public hearing within 60 calendar days except that, by a two-thirds vote thereof, the deadline for the hearing may be extended by no more than 30 days. Review of the petition by the city council shall include a vote on (1) a determination that the construction or repair is required by public necessity and (2) an authorization of funding for the project.
 - (l) Notice of the city council's decision shall be posted and a copy thereof shall be provided to all abutting owners.

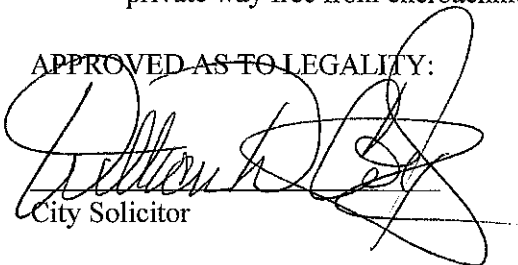
§222-115. Petition submission schedule.

- (a) All petitions requesting permanent construction or repair pursuant to section 222-114 shall be submitted annually to the city clerk no later than December 31st in order to be scheduled for completion the following year.
- (b) Should the city fail to complete a project in any given year, the project shall automatically be re-scheduled for the following year.
- (c) Should the abutters fail to secure the appropriate and necessary approval, the project shall be eligible for re-submission in no less than two years.

§222-116. Municipal liability for construction or repair.

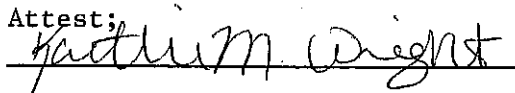
- (a) The city shall not be liable for any damage whatsoever caused by construction or repair performed pursuant to this article.
- (b) No term or provision of this article shall be interpreted or construed to constitute the acceptance by the city of any duty, responsibility or liability for the enforcement of any private right of any petitioner or abutting owner, including without limitation any right to improve or maintain a private way or to keep a private way free from encroachment.

APPROVED AS TO LEGALITY:


City Solicitor

PLACED ON FILE for at least 10 days

Attest:

 City Clerk

CITY COUNCIL**Timothy J. Jordan**

President

John A. Michitson

Vice President

Melinda E. Barrett**Joseph J. Bevilacqua****Thomas J. Sullivan****Melissa J. Lewandowski****Michael S. McGonagle****Catherine P. Rogers****Shaun P. Toohey****CITY OF HAVERHILL**

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DOCUMENTS REFERRED TO COMMITTEE STUDY

79-F	Communication from Councillor Sullivan requesting to introduce Kathleen Fitts, Gale Park Assoc. to request the city replace the Gale Park Fountain in fiscal year 20	NRPP	6/25/19
34-P	Communication from Councillor Sullivan requesting a discussion regarding the disposal of cremated remains on public property	NRPP	3/17/20
86-D	Communication from Councillor Michitson requesting to address economic development ideas resulting from the pandemic	Planning & Dev.	8/11/20
86-F	Communication from Council President Barrett and Councillor LePage requesting discussion pertaining to utilization of UV-C disinfection fixtures in public buildings	A & F	8/25/20
89-C	Mayor Fiorentini submits final recommendations of Matrix Company	NRPP	9/15/20
91	Petition from Wady & Jewnifer Grullon requesting to purchase city property that abuts their property at 14 Silver Birch Ln; Assessor's Map 574, Block 1 Lot 7	NRPP	9/15/20
91-B	Petition from the Biggart Family requesting to purchase 2 parcels of land that abuts their property at 30 Belvidere Rd., Assessor's Map 409, Block 114, Lot 9; and Map 409, Block 1A, Lot 1 that includes conservation land, but only the portion zone RMD (Residential Medium Density)	"	9/22/20
55-I	Communication from Council President Barrett and Councillor McGonagle requesting to introduce Don Jarvis, Keith Gopsill and Mike Ingham to discuss becoming a Purple Heart Community	NRPP	12/15/20
91-C	Petition of Michael DeLuca requesting to purchase surplus city land on River St., Map 538, Block 419B, Lots 20, 21, 22, 23	NRPP	12/15/20
27-E	Communication from Councillor Sullivan requesting to introduce Debbie Lyons, to explain having legal permitting system as it relates to establishing permitting/licensing process to allow for "Bow Hunter Tree Stands" to be placed on trees on City properties when hunting is allowed in season	NRPP	3/2/21
27-J	Communication from Councillor Michitson requesting to re-start discussion on way ahead for residential zoning in Haverhill	Planning & Dev.	3/9/21
50	Councillor Jordan requests on behalf of Tom Riley, 195 Kingsbury Ave., to have city surplus land that abuts his property, Map 768, Block 50, Lot 85A on Lincolnshire Ave.	NRPP	4/6/21
27-X	Councillor Daly O'Brien requests discussion re: cars parking on Concord St. sidewalks and possibility of city providing off-street parking	NRPP	4/6/21
50-U	President Barrett and Vice President LePage request discussion about composting options	Citizens Outreach	5/18/21
63-S	Councillor Daly O'Brien discuss sending intent of closing Washington St. for trial period to make it pedestrian walkway	Citizens Outreach	8/24/21

91-G	Councillors LePage and Macek request to move and correct procedure error on Rules and Regulations	A & F	9/28/21
92-G	Councillor Daly O'Brien requests providing shaded areas in our City playgrounds	Citizens Outreach	10/19/21
94	Councillor Macek process of private profit organizations using public property	A&F	10/19/21
5-B	Councillor Barrett discussion to establish a design & review board	Planning & Dev.	1/11/22
5-C	Councillor Barrett discussion for specific items and what levels need to be sent to Council for approval	Planning & Dev.	1/11/22
5-F	Councillor Michitson request study between Mayor and City Council budgetary powers	Citizens Outreach	1/25/22
5-W	Communication from Councillor Sullivan and Councillor Lewandowski to discuss Atherton Housing parking needs downtown.	NRPP	4/5/22
118-G	Communication from Vice President Michitson to send to develop city policies to incentivize Building & business park developers to use sustainable & environmentally friendly practices.	Planning & Dev	10/25/22
19-C	Communication from Councillor Sullivan regarding ongoing dog waste problems throughout Downtown	NRPP	1/31/23
21-B	Councillor Barrett motion to send Inclusionary Zoning Ordinance to committee	A&F	3/7/23

HAWAII CITY CLERK JUL 8/23 # 888