



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

Tuesday, July 22, 2025, at 7:00 PM

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

In-Person/Remote Meeting

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

1. OPENING PRAYER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES OF PRIOR MEETING

4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

5. COMMUNICATIONS FROM THE MAYOR:

- 5.1. Mayor Barrett requests to introduce the *Commission on Disability Issues* who would like to formally recognize 2 Haverhill students – Brogan Leonard Arivella and Katherine Rose Dalphin and present them with scholarship awards. They will also receive citations from the Mayor



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5.2. Mayor Barrett submits an Order authorizing the Mayor to acquire a permanent easement from the Mass Electric Company for property located near 134 Hale st *related communication from Robert E Ward, DPW Director*

5.2.1. Order – Authorizing City to acquire an easement from Mass Electric Co for property located near 134 Hale st relating to the Phase I Locke st Combined Sewer Separation Project

5.3. Mayor Barrett submits an Order authorizing the City to enter into a contract for downtown parking management and enforcement services for a term exceeding three years but not to exceed 5 years *related communication from Robert E Ward, DPW Director*

5.3.1. Order – Relating to Authorization to enter into a contract or contracts in excess of three years – for services related to downtown parking and management and enforcement services

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

6.1. Councillor McGonagle requests to introduce Commander Michael Ingham and other members from the *Disabled American Veterans, Hannah Dustin Chapter 20* to talk about their upcoming golf tournament being held on August 1st at Far Corners Golf Course

7. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28



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8. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:

8.1. Kaitlin M Wright, City Clerk, requests to announce that a Preliminary Election has been scheduled for Tuesday, September 9, 2025. As of now an election will be held in Ward 4, with the possibility of additional contests pending the final filing of nomination papers which are due in mid-July. As a result, I am requesting that the City Council meeting of September 9th be canceled to allow our office to focus entirely on conducting the election.

8.2. Christine Webb, City Assessor, submits the abatement report for the month of June 2025

8.3. EROM 25-10; John H Pettis, City Engineer submits a request to open the following street:

8.3.1. Order permission to excavate at 119 South Elm st to install anode at main at existing test station: 119 South Elm st

8.4. EROM 25-9; John H Pettis, City Engineer submits a request to open the following street:

8.4.1. Order permission to excavate at 97 Arlington st to repair a grade 2 gas leak

8.5. EROM 25-8; John H Pettis, City Engineer submits a request to open the following street:

8.5.1. Order permission to excavate at 1 Emma Rose Circle for the installation of a 12-inch water main

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

9.1. Document 86; Petition #31121049 from National Grid & Verizon requesting a joint pole location on Broadway

9.1.1. Document 86-B; Order-grant approval for joint pole location on Broadway

10. HEARINGS AND RELATED ORDERS:

10.1. Document 87; CCSC 25-1; Ryan Walsh requests to keep 2 storage containers for longer than 6 months on his property at 558 Amesbury rd



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11. APPOINTMENTS:

11.1. Confirming Appointments

11.2. Non-Confirming Appointments:

11.2.1. *Harbor Commission – Reappointment; Alan Foucault,*
124 Kenoza st; to expire July 31, 2026

11.2.2. *Harbor Commission – Reappointment; Philip Wysocki,*
8 Philip st; to expire July 31, 2026

11.3. Constables

11.4. Resignations

12. PETITIONS:

12.1. Petition from National Grid of North Andover, WR #31044543,
requesting underground electric conduits on Jaffarian rd, Fieldstone
Way & Singingwood dr Hearing September 16th

12.2. CCSP 22-4; Steven J Eddy requests to store 32,000 gallons of
diesel fuel at proposed fueling station, underground, at 298 Amesbury
rd Hearing September 23rd

12.3. CCSP 25-6; Marcos Devers requests to convert an existing
2-Family to a Three-Family Dwelling at 43 Jackson st
Hearing September 30th

12.4. CCSP 25-7; Attorney Paul Magliocchetti for client 233 Winter
st LLC requests to construct a Mixed-Use Store and a 10-Unit
Multifamily Dwelling at 233 Winter st; Map 306, Block 75, Lots 3)
Hearing October 7th

12.5. CCSP 25-9; Guylaine Beaulieu, for Garden Primrose, LLC
requests to rent her 9600 sq ft building at 261 Primrose st to a gym.
She is requesting to allow gyms and other athletic/entertainment type
companies be allowed in the space, which is not included in the current
zoning Hearing October 21st

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



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12.7. **Amusement/Event Application:** *with Police approval*

12.7.1. **EVNT 25-22;** Joseph LeBlanc for *Team Haverhill* requests to hold *River Ruckus Festival* on September 13th from 9 am to 9 pm, at the Riverfront parking lot Washington st. There will be fireworks at the close of the festival. They request the closing of Washington st alcove for Community Corner, noon to 3 pm and the closing of Washington st for a car show, noon to 3pm and the closing of Columbus Park for Kids Zone. They also request that police and fire detail costs be waived.

12.8. **Auctioneer License:**

12.9. **Tag Days:** *with Police approval*

12.10. **One Day Liquor License –with HPD approval** *has License Commission approval, pending event application approval*

12.10.1. **LCDL 25-17;** Joseph LeBlanc for *Team Haverhill* requests Beer & Wine license for *River Ruckus Festival*, September 13th; 12 noon to 9 pm in Riverfront Parking Lot and adjacent area

12.11. **ANNUAL LICENSE RENEWALS:**

12.11.1. **Hawker Peddlers License- Fixed location – w/Police approval**

12.11.2. **Coin-Op License Renewals – with Police approval**

12.11.3. **Christmas Tree Vendor – with Police approval**

12.11.4. **Taxi Driver Licenses for 2024: with Police approval**

12.11.5. **Taxi/Limousine License with Police approval**

12.11.6. **Junk Dealer /Collector License - with Police approval**

12.11.7. **Pool/Billiard**

12.11.8. **Bowling**

12.11.9. **Sunday Bowling**

12.11.10. **Buy & Sell Second Hand Articles with Police approval**

12.11.11. **Buy & Sell Second Hand Clothing with Police approval**



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- 12.11.12. **Pawnbroker license - *with police approval***
- 12.11.13. **Fortune Teller *with - Police approval***
- 12.11.14. **Buy & Sell Old Gold – *with Police approval***
- 12.11.15. **Roller Skating Rink**
- 12.11.16. **Sunday Skating**
- 12.11.17. **Exterior Vending Machines/Redbox Automated
Retail, LLC**
- 12.11.18. **Limousine/Livery License/Chair Cars *with Police
approval***

13.MOTIONS AND ORDERS:

14.ORDINANCES (FILE 10 DAYS):

- 14.1. Ordinance relating to vehicles and traffic: Add handicap
parking at 1 Lincoln st File 10 days

15.COMMUNICATIONS FROM COUNCILORS:

- 15.1. Councillor Lewandowski requests to propose a change in hours
in Ordinance 191-3 regarding door-to-door solicitation

16. UNFINISHED BUSINESS OF PRECEEDING MEETING:

- 16.1. Document 19-E; Order – Amended Loan Order - \$15,500,000
for Phase 1 Locke Street CSO Separation and Water System
Improvements *filed July 10th*
related communication from Robert E Ward, DPW Director

17.RESOLUTIONS AND PROCLAMATIONS:

18.COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

19.DOCUMENTS REFERRED TO COMMITTEE STUDY



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20.LONG TERM MATTERS STUDY LIST

21.ADJOURN:



MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

JUL 19 4 48:37
HAVERHILL CLERK

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

511

July 17, 2025

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

From: Mayor Melinda E. Barrett

RE: Commission on Disability Issues Scholarship Awards

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

I, Mayor Barrett, wish to introduce the Commission on Disability Issues who would like to formally recognize two Haverhill students -Brogan Leonard Arivella and Katherine Rose Dalphin -and present them with scholarship awards. I will also present each recipient with citations.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



Haverhill

Commission on Disability Issues
978-374-2387 x 3935, Fax: 978-521-2626
Email: codi@haverhillma.gov

Memorandum To: City Council
Attn: Lori Robinson, Administrative Assistant
City Council Chambers, Room 204
4 Summer St, Haverhill, MA 01830

6/23/2025

Thru: City of Haverhill Mayor
Attn: Chief of Staff, Christine Lindberg
Mayor's Office, Room 100
4 Summer St, Haverhill, MA 01830

Ref: CODI Scholarships
Subject: Request to appear before the City Council –July 22, 2025

Dear Honorable Mayor, Melinda Barrett,

We are writing to request your approval and support to appear before the City Council on July 22, 2025, to present on behalf of the Commission on Disabilities Issues (CODI) two Haverhill students who will be formally recognized as this year's CODI scholarship awardees. With your approval, we will invite the students and their parents to appear before the City Council while the Commission, and yourself, recognize this year's scholarship winners. We would like to request Mayoral citations for the students listed below:

Brogan Leonard Arivella	23 Stetson St, Haverhill, MA	Whittier Regional Technical School
Katherine Rose Dalphin	80 Montclair Rd, Haverhill, MA	Haverhill High School

We have enclosed a copy of this letter for the purpose of being forwarded to the City Council Administrative Assistant for further consideration and scheduling. Should you, your office, or members of the city council have any questions regarding the CODI Scholarship Program; please do not hesitate to contact the undersigned or the Chair of the Commission on Disability Issues, Frances Lamb, at (978) 332-3082 , or email codi@haverhillma.gov .

Respectfully submitted,

Joyce Thibodeau, CODI Secretary
(978) 374-2388, Ext 3935
codi@haverhillma.gov

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

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July 17, 2025

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

From Mayor Melinda E. Barrett

RE: Order to Accept Grant of Easement – 134 Hale Street

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

Please see attached an order authorizing the Mayor to acquire a permanent easement from the Massachusetts Electric Company for property located near 134 Hale Street, Haverhill. This order requires a two-thirds majority vote by the City Council.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



Haverhill

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

July 16, 2025

To: The Honorable Melinda E. Barrett
Mayor of Haverhill

From: Robert E. Ward *REW*
DPW Director

Subject: Phase 1 Locke Street Combined Sewer Separation Project
Proposed City Council Order – Easement Agreement with Massachusetts Electric Company

Attached is a proposed City Council order authorizing the City to acquire an easement from the Massachusetts Electrical Company (MEC) for property located near 134 Hale Street in Haverhill.

The easement is necessary to allow the City to install two 48-inch storm drain pipes inside 60-inch steel pipe casings under MEC's property to discharge stormwater to the Little River as part of the Locke Street Phase 1 Combined Sewer Overflow (CSO) Separation Project. A copy of the easement agreement is attached. This easement is adjacent to the easements on MBTA property for the same pipes that were recently approved by the City Council.

The easement will permit the construction, access, maintenance, and long-term operation of this critical storm drain infrastructure. The price for the easement acquisition has been stipulated by MEC in the amount of \$2,349. The easement area is shown on the plan entitled "Utility Easement Plan for City of Haverhill Over Land of Massachusetts Electric Company (Tax Map 601, Lots 451-2B), Hale Street, Haverhill, Massachusetts", dated April 9, 2024, modified May 9, 2024, prepared by Doucet Survey, LLC attached as Exhibit A in the easement agreement.

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


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

Attachments:

Proposed City Council Order
Easement Agreement with Easement Plan

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

5.2.1

	<p>Document</p> <p>CITY OF HAVERHILL</p> <p>In Municipal Council</p>	<p>JUL 18 AM 8:37 HAYCTVCLERK</p>
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ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

HAVERHILL CITY COUNCIL

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

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to authorize the Mayor to acquire a permanent easement from the Massachusetts Electric Company which is shown on the plan entitled “Utility Easement Plan for City of Haverhill Over Land of Massachusetts Electric Company (Tax Map 601, Lots 451-2B) Hale Street Haverhill, Massachusetts” (the “Plan”) prepared by Doucet Survey, LLC, dated April 9, 2024, appended hereto, for purposes of constructing, installing, operating, repairing, using and maintaining improvements related to stormwater drainage, for the amount of \$2,349.00;

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

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement (this "Agreement") made as of this _____ day of _____, 2025, by and between **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation having a place of business at 170 Data Drive, Waltham, MA 02451 (hereinafter "MEC"), and the **CITY OF HAVERHILL**, a municipal corporation, with an address at 4 Summer Street, Haverhill, MA 01830, (hereinafter, the "City").

WHEREAS, MEC owns a certain parcel of land located in Haverhill, Essex County, Massachusetts, more particularly described in a deed from George H. Bixby III, Benjamin C. Bixby, George Henry Bixby and Chesley T. Bixby, Trustees of the Bixby Realty Trust dated December 6, 1963 and recorded with the Southern Essex District Registry of Deeds (the "Registry") in Book 5137, Page 16 (the "Property"); and

WHEREAS, the City desires to obtain an easement to construct, install, operate, repair, use and maintain certain Improvements (as hereinafter defined) related to stormwater drainage on a portion of the Property shown as "UTILITY EASEMENT 2,662± Sq. Ft. 0.06± Acres" (hereinafter the "Easement Area") on that plan (the "Easement Plan") entitled: "UTILITY EASEMENT PLAN FOR CITY OF HAVERHILL OVER LAND OF MASSACHUSETTS ELECTRIC COMPANY (TAX MAP 601, LOT 451-2B) HALE STREET, HAVERHILL, MASSACHUSETTS," scale 1 inch = 20 feet, prepared by Doucet Survey LLC, and dated April 9, 2024, last revised May 9, 2024, a reduced portion of which Easement Plan is attached hereto as Exhibit A, made a part hereof and recorded with the Registry in Book 42787 Page 300. The Easement Area is more particularly described, according to the Easement Plan, on Exhibit B attached hereto and made a part hereof; and

WHEREAS, MEC has agreed to grant the City such easement subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for consideration paid this day in the amount of **TWO THOUSAND THREE HUNDRED AND FORTY-NINE DOLLARS (\$2,349.00)** by the City to MEC, and the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

A. GRANT OF EASEMENT

1. MEC hereby grants to the City, its successors and assigns, and the City hereby accepts from MEC for itself and its successors and assigns, without covenants, the permanent right and easement (hereinafter the "Easement") to construct, install, operate, repair, use and maintain the following improvements (collectively, the "Improvements") within the Easement Area: two (2) forty-eight inch (48") high density polyethylene storm drain pipes inside sixty inch (60") steel casings. The location and specifications of the proposed Improvements are more particularly illustrated on the plan (hereinafter the "Improvements Plan") entitled: "CITY OF HAVERHILL, MASSACHUSETTS LOCKE STREET AREA PHASE I COMBINED SEWER SEPARATION AND WATER MAIN IMPROVEMENTS," scale 1 inch = 20 feet, prepared by Wright-Pierce, and Dated **5/2025**, last revised **5/2025**, a reduced copy of the Improvements Plan attached hereto as Exhibit C.

The Improvements shall be located and constructed in accordance with specifications set forth in the Improvements Plan, and the terms and conditions of this Agreement. The City covenants and agrees with MEC that the Improvements shall only be constructed or installed by the City in the Easement Area, and that no other improvements shall be installed on the Property or the Easement Area other than the Improvements.

The City covenants and agrees to provide MEC with a final "as built" plan prepared by a registered professional engineer indicating the exact location of the Improvements and all final grades within the Property and certifying that the Improvements has been located in strict compliance with the Easement and Improvement Plans.

2. The City covenants and agrees with MEC that the Easement Area is being granted by MEC "AS IS", "WHERE IS" and "WITH ALL FAULTS," and that MEC has made no representation or warranty concerning the condition thereof, environmental or otherwise, or the adequacy of the Easement Area for the City's use or its Improvements. MEC is under no obligation to restore, repair or maintain the Easement Area or the Improvements or to render the Easement Area or Improvements serviceable for access or passage or any other purpose in any respect, and specifically, without limitation, MEC will have no obligation to remove accumulated debris, water, ice or snow, which shall be the sole responsibility of the City. THE CITY HEREBY WAIVES AND MEC HEREBY DISCLAIMS ALL WARRANTIES OF ANY TYPE OR ANY KIND WHATSOEVER AS TO THE EASEMENT AREA, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE.
3. MEC, for itself, its successors and assigns, reserves the right to use the land encumbered by the Easement for any and all activities connected with its present or future operations, including, but not limited to, the rights to pass and repass with vehicles and equipment of various loads over the Easement Area and the right to construct, reconstruct, install, maintain, repair, renew, replace, operate and add to any existing or future facilities to meet the needs of MEC's existing or future business; provided, however, that MEC agrees that it will not unreasonably interfere with the Easement and the Improvements. The City covenants and agrees with MEC that the City, its successors and assigns, will not hinder or interfere with any of said activities or with MEC's access to its existing or future structures or utility facilities or to the Property. The City covenants and agrees with MEC that neither MEC, nor its affiliates, nor any employee or agent of any of them, shall be liable to the City or its successors or assigns with respect to any claims or causes of action or rights to payment of any damages, costs or expenses (including, without limitation, damage to the Improvements) resulting from or in any way connected with the rights herein reserved, including but not limited to damage caused by voltage, fault current or ground current. The City's exercise of its rights in connection with this Agreement and use of the Easement Area and Improvements is at the City's sole risk. The City hereby further releases all of said parties from any and all such claims or demands. This provision shall survive any release or termination of this Agreement.

B. CONSTRUCTION AND MAINTENANCE OF THE IMPROVEMENTS

1. The City covenants and agrees with MEC that the City shall perform all work in connection with the construction, installation, maintenance, operation, use, and repair of

the Improvements within the Easement Area at the City's sole cost and expense and in accordance with the Improvements Plan, Easement Plan, and this Agreement.

2. The City covenants and agrees with MEC that it shall notify MEC's Senior Supervisor for Construction ("Construction Supervisor"), Jamie Viti, at (617) 719-2164, or her successor, and the Manager of ROW & Survey for New England in writing at least twenty-four (24) hours before commencing any work, whether related to the initial construction or prior to any significant repair, maintenance or work, within the Easement Area. The Construction Supervisor may impose whatever further restrictions or conditions upon the City as is determined to be reasonably necessary for the protection of the Property, the Easement Area and MEC's facilities, whether now existing or hereafter installed. The City covenants and agrees that at all times during any work performed on the Easement Area and Improvements, MEC shall have the right, but not the obligation, to have an observer or observers ("Observer") present at the Property, including the Easement Area, to observe and inspect the work and the Easement Area, and take any necessary action, as determined by MEC in MEC's sole discretion, to protect and ensure the safety and integrity of the Property and MEC's facilities and structures. Regardless of whether MEC's Observer observes any of the work as set forth herein, MEC shall not be liable for injuries, damage, liabilities or claims hereunder, and the City shall not be released from any liability or obligation hereunder.
3. The City covenants and agrees with MEC that the City, its agents, employees, licensees, servants, contractors and invitees, shall take all necessary precautions for the safety of the City, its agents, employees, licensees, servants, contractors and invitees on, about or within the Easement Area and shall comply with all Applicable Laws (as hereinafter defined) to prevent accidents or injury to persons or property on, about or adjacent to the Property and the Easement Area, including, without limitation, the National Electric Safety Code, 220 CMR 125.00 ("Installation and Maintenance of Electric Transmission"), MGL Chapter 166 Section 21A ("Coming into Close Proximity to High Voltage Lines" except that the required clearance of six feet is insufficient and the minimum clearance allowed by OSHA as hereinafter described shall be maintained), and all OSHA regulations governing working clearances to electric distribution and transmission lines. Although OSHA Regulations 29 CFR 1926 Subpart CC and 29 CFR 1926.1501 may be specific to equipment that can hoist, lower, and horizontally move a suspended load, all equipment operating within the Property, including the Easement Area, shall maintain the clearances specified in these regulations, including but not limited to cranes, backhoes, excavators, forklifts, pile drivers, and drill-rigs. In general, the City shall ensure all vehicles, equipment or loads maintain the minimum clearances specified in the OSHA standards, and/or comply with the requirements of 29 CFR 1925.1408, if applicable, unless a more restrictive standard applies in which instance the City shall, to the extent applicable, comply with the more restrictive standard. The City further covenants and agrees to adequately ground vehicles, equipment, fences and gates and the Improvements at all times and in accordance with Applicable Laws (as hereinafter defined), including, without limitation, those listed in Paragraph 3 above and IEEE Standard 80.
4. The City covenants and agrees with MEC not to load or unload vehicles or equipment anywhere within the Easement Area, or stockpile or store, temporarily or permanently, soil, materials, trailers, storage containers, vehicles or supplies upon or adjacent to the Easement Area at any time; provided, however, that the City may temporarily load and unload soil, earth material, equipment, vehicles, or construction materials within the

Easement Area during the initial construction and reasonable maintenance or repair of the Improvements, so long as such soil, earth material, equipment, vehicles, or construction materials are not loaded or unloaded directly beneath MEC's structures or facilities or overhead lines.

5. The City covenants and agrees that during the installation, construction, maintenance, repair, and use of the Improvements, the City will not injure or damage the Property and the Easement Area nor injure or damage MEC's facilities now or hereafter placed thereon. At the end of each workday, the City will secure the work site in a manner consistent with safe work practices, such as covering any open trenches with steel plating or installing sleeves where needed. Notwithstanding anything contained herein to the contrary, installation and continued maintenance of the Improvements in the Easement Area shall not, for purposes of this Agreement, be considered "injury or damage" to the Property including the Easement Area.
6. Upon completion of construction or future maintenance, the City will properly restore the Easement Area and the Property, in MEC's sole discretion, to as good as a condition as existed prior to the commencement of the work, including, without limitation, replacing all earth and soil removed or disturbed by the location, construction, operation, repair, use and maintenance of the Improvements, re-vegetating all areas disturbed, and restoring the Property to its original grade and contour and flush with any manholes or drains.
7. The City covenants and agrees that it will not place any below or above-ground structures within the Property, including pull boxes, lights, signs, sheds, septic systems, pools, manholes or other below or above ground structures, except for the Improvements as shown on the Improvement Plan.
8. The City covenants and agrees with MEC that the City shall not conduct any blasting or use any explosives at or within the Property, including, without limitation, the Easement Area.
9. The City covenants and agrees with MEC that the City shall not conduct any work, including, without limitation, any excavation work, or use any vehicles within twenty-five feet (25') plus two and one half (2.5) times the depth of the cut from any of MEC's structures or facilities existing as of the date of execution of this Agreement, including any transmission line poles, towers, guys and anchors, and that the top of any slopes resulting from any such work shall not be within fifty feet (50') of any structure or facility at the Property existing as of the date of execution of this Agreement. Upon completion of the excavation, the slopes of any banks shall be graded on a slope no steeper than one (1) vertical to five (5) horizontal and stabilized with vegetation or rip rap. In MEC's sole discretion, MEC will use whatever resources necessary to stabilize any of its facilities or structures at the Property at the sole cost and expense of the City. Regardless of whether MEC performs any such stabilization, MEC shall not be liable for injuries, damage, liabilities or claims related thereto, and the City shall not be released from any liability or obligation hereunder.
10. The City shall locate all underground lines, wires and appurtenances buried in areas to be excavated and shall protect them against damage. If an underground line or wire is damaged or broken, the City shall immediately notify MEC, stop work in the vicinity of the line or wire, and prevent anyone from having contact with it until such time as MEC determines working in that area is safe.

11. The City covenants and agrees that the City shall not make any changes in the existing grade of the Property.
12. The City covenants and agrees with MEC to construct the Improvements to AASHTO Standard Specifications for Bridges and Highways H25 class design criteria in order to withstand the weight and impact of heavy load vehicles and equipment operated by MEC during the maintenance and operation of its existing structures and facilities at or within the Property or operated by MEC during the construction, installation, operation and maintenance of additional structures or facilities at the Property.
13. The City covenants and agrees with MEC to not block or impede access to MEC's Property or facilities at any time, and shall not damage any driveways, roads or trails used to access the Property.

C. INDEMNITY AND INSURANCE

1. The City agrees, strictly to the extent permitted by law (and/or to the extent of the City's insurance coverage under which MEC is named an additional insured as set forth in Exhibit D) or shall cause any party performing work at the Property on behalf of the City to agree, to defend with counsel reasonably satisfactory to MEC and to pay, protect, indemnify and save harmless MEC, its employees, agents, directors, officers, affiliates, attorneys, consultants, contractors and subcontractors, from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees and expenses of MEC), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from the condition of the Property, the exercise of this Agreement, and (i) any work, act or omission to act done in, on or in the Property, including the Easement Area, or any part thereof, by or on behalf of the City or any person claiming under the City, or the employees, agents, tenants, contractors, licensees, invitees or visitors of the City or any such person; (ii) injury to, or the death of, persons or damage to property on the Property, including the Easement Area, or upon adjoining property or in any way growing out of or connected with the installation, construction, use, non-use, condition, possession, operation, maintenance, management, occupation, or repair of the Improvements or the Property, including the Easement Area, by or on behalf of the City or any person claiming under the City or the employees, agents, tenants, contractors, licensees, invitees or visitors of the City or any such person, or resulting from the condition of the Property, including the Easement Area; or (iii) violation of any agreement or condition of this Agreement or of Applicable Laws or any other requirements affecting the Improvements, the Property or the Easement Area, or the ownership, occupancy or use thereof. The foregoing indemnification shall not include injury or damage directly caused by the gross negligence or willful misconduct of MEC or its agents or employees. The City shall take prompt action to defend or indemnify MEC against claims, actual or threatened, but in no event later than notice by MEC to the City of the service of a notice, summons, complaint, petition or other service of process against MEC, alleging damage, injury, liability, or expenses attributed in any way to this Agreement or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the City, its agents, employees, contractors or suppliers. The City shall defend any such claim or threatened claim, including, as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore and except as set forth above, the City understands and agrees it is responsible for any and all costs and expenses incurred by MEC to enforce

this indemnification provision. The provisions of this paragraph shall survive any release or termination of this Agreement.

2. The City covenants and agrees with MEC that neither the City nor any person claiming under the City, nor the employees, agents, tenants, contractors, licensees, invitees or visitors of the City or any such person shall bring onto, store, generate or permit to be stored or generated on, about or adjacent to the Property, including without limitation the Easement Area, any oil, hazardous material, hazardous waste or hazardous substance in reportable quantities, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq (collectively, the "Environmental Laws"). The City shall, to the extent of any prior appropriation and/or to the extent of the City's insurance coverage (under which MEC is named an additional insured as set forth in Exhibit D) or shall cause any party performing work at the Property on behalf of the City to, indemnify and hold MEC harmless for, from and against any claim, liability, loss, damage or expense, including attorneys' fees, arising out of a breach of any of the covenants or agreements of this paragraph. The provisions of this paragraph notwithstanding, the bringing onto the Easement Area of vehicles and the normal and ordinary operating fluids thereof that are self-contained, non-leaking and necessary for the operation of such vehicles, shall not cause a breach under this paragraph; provided, however, that the City shall, to the extent permitted by law, and/or any party performing work on behalf of the City to indemnify and hold MEC harmless from and against any claim, liability, loss, damage or expense, including attorneys' fees, resulting from, or arising out of, the presence of such operating fluids on the Property. The provisions of this paragraph shall survive any release of this Agreement.
3. The City agrees to pay to MEC upon presentation of an invoice, any and all reasonable costs and expenses for environmental assessment, remediation or response activities, including attorney's fees, which MEC may incur as a result of existing conditions on the Property that are discovered as a result of the activities of the City or the employees, agents, tenants, contractors, invitees or visitors of the City while performing work on the Property including within the Easement Area. The provisions of this paragraph shall survive any release of this Agreement.
4. The City covenants and agrees with MEC that the City shall pay all contractors and/or laborers performing or providing materials for construction, installation, maintenance, and repair of the Improvements so as not to cause or permit any liens, including without limitation mechanics' or materialmen's liens, to be recorded or filed against the Property, and, to the extent of any prior appropriation and/or to the extent of the City's insurance coverage (under which MEC is named an additional insured as set forth in Exhibit D), or shall cause any party performing work at the Property on behalf of the City to, indemnify and hold MEC harmless for, from and against any loss, claim, damage, liability, cost or expense, including attorney's fees and expenses, caused by any such contractor or laborer or occasioned as a result of any such lien being recorded or filed against the Property. The provisions of this paragraph shall survive any release of this Agreement.
5. During any period in which the City shall be performing any work with respect to the Improvements or using the Property, including the Easement Area, the City shall, at its

sole cost and expense, obtain and keep in force, or cause the party performing such work on behalf of the City to obtain and keep in force, the insurance set forth on Exhibit D attached hereto and made a part hereof. Such insurance will insure all of the indemnity agreements set forth herein.

6. The City hereby releases, to the extent permitted by law, MEC from and against any and all liabilities, losses, damages (to persons and property), costs, expenses (including attorney's fees), causes of action, suits, claims, obligations and/or demands for judgment whatsoever caused by, arising out of or in any way related to the: (a) MEC's exercise of its rights under this Agreement; (b) the condition of the Property; and (c) MEC's reservation of rights under this Agreement, including, without limitation, Paragraph A(3) herein. Moreover, the City understands that the existence of the MEC's facilities on the Property involves some risk, and the City, as part of the consideration for this Agreement, hereby releases and waives any right to ask for or demand damages for or on account of loss or injury associated with such facilities. The provisions of this paragraph shall survive any release of this Agreement.

D. PERMITS AND LICENSES; COMPLIANCE WITH LAWS

1. The City covenants and agrees with MEC that the City shall obtain and be solely responsible for all required permits, licenses, rights or other authorizations, including without limitation all necessary environmental permits, licenses, rights or other authorizations, necessary for the work permitted herein with the Easement Area, including the installation, construction, operation, repair, use, and maintenance of the Improvements, and shall promptly provide all copies thereof to MEC.
2. The City covenants and agrees with MEC that the City shall, at its own cost and expense, observe and comply with all applicable present and future laws, ordinances, requirements, orders, directives, rules and regulations of all federal, state and local governments, and all other governmental authorities having jurisdiction over the Improvements or any part thereof, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed including, without limitation, any Environmental Laws (collectively, the "Applicable Laws"), and the City shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including counsel fees and expenses, that may in any manner arise out of or be imposed because of the failure of the City to comply with the covenants of this paragraph.

E. NOTICES

1. All notices, demands or other communication under this Agreement shall be in writing and either delivered by hand or mailed (a) by registered or certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express or other recognized overnight mail carrier furnishing evidence of receipt to the following:

If to MEC: Massachusetts Electric Company
 c/o National Grid
 170 Data Drive
 Waltham, MA 02451
 Attention: Manager, ROW & Survey, New England

with a copy to: National Grid USA Service Company, Inc.
170 Data Drive
Waltham, MA 02451
Attention: Legal Dept – Assistant General Counsel, RE

If to The City: City of Haverhill
4 Summer Street,
Haverhill, MA 01830
Attention: Planning Division Director

with a copy to: City of Haverhill
4 Summer Street
Haverhill, Massachusetts 01830
Attention: City Solicitor

Any party may change the address at which it is to receive notices by giving notice to the other party as hereinabove set forth. Any notice or other communication in connection with this Agreement shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted).

F. MISCELLANEOUS

1. It is understood and agreed by and between the parties hereto that the Improvements shall remain the property of the City, its successors and assigns. MEC shall not be responsible for the payment of any taxes on the Improvements.
2. The City covenants and agrees with MEC that the Improvements shall be maintained in good repair and condition at all times. The City acknowledges and agrees that MEC is under no obligation whatsoever to restore, repair, or maintain the Improvements or the Easement Area in any respect.
3. The City agrees that upon any release or termination of the Easement, the City shall restore the Easement Area to a condition satisfactory to MEC as soon as practicable but in no event later than thirty (30) days following such release. If the City fails to commence such removal, then MEC may, upon thirty (30) days written notice to the City, perform such removal at the City's sole cost and expense.
4. The rights and easements created hereunder shall be binding on and inure to the benefit of MEC and the City and their respective successors and assigns.
5. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument.
6. The terms and provisions herein contained constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or agreements, express or implied, with respect to the subject matter hereof, other than those expressly set forth herein. Other than the rights expressly granted in this Agreement, there are no other rights or easements granted hereby and none shall be created by implication, necessity or otherwise. No modification or

amendment of the provisions of this Agreement shall be binding upon any party hereto unless agreed to in writing by such party.

7. The headings contained in this Agreement are for reference and convenience only, and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.
8. Each of the City and MEC agrees that at any time and from time to time after the execution and delivery of this Agreement, each of them shall, at their own expense, and upon the reasonable request of the other party, execute and deliver such further documents and do such further acts and things as the other may reasonably request in order to more fully carry out the purposes of this Agreement.
9. This Agreement is subject to all encumbrances of whatever kind or nature of record to the extent the same are in force and applicable, and the City covenants and agrees to take the Easement Area subject to any and all existing rights, restrictions, easements, encumbrances or covenants affecting the Property.
10. The undersigned representatives of the City represent and warrant that the execution, delivery and acceptance of this Agreement and the performance of its obligations have been duly authorized by the City and that said person signing by law has the authority to sign and deliver this Agreement on its behalf.
11. MEC and the City agree that any work performed in or about the Property will be conducted in such manner as to work in harmony with all elements of labor being employed by either party on or adjacent to the Property.
12. This Agreement shall be governed exclusively by the laws of the Commonwealth of Massachusetts and is enforceable in its courts of competent jurisdiction without regard to conflicts of laws.
13. The provisions of this Agreement are severable and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
14. The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land.
15. Pursuant to M.G.L. c. 64D, § 1, no deed excise stamps are required.
16. A copy of the vote by the Haverhill City Council authorizing this Agreement is attached hereto as Exhibit E and incorporated herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal as of this ____ day of _____, 2025.

MASSACHUSETTS ELECTRIC COMPANY

By: _____

Name: David J. Aho

Title: Authorized Representative

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____ 2025, before me, the undersigned notary public, personally appeared David J. Aho, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, 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 Authorized Representative of Massachusetts Electric Company.

Before me,

(type or print name)

Notary Public

IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal as of this ____ day of _____, 2025.

CITY OF HAVERHILL

By: _____
Name:
Title:

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____ 2025, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of the City of Haverhill.

Before me,

(type or print name)
My commission expires:

Notary Public

EXHIBIT A

EASEMENT PLAN

[illegible]

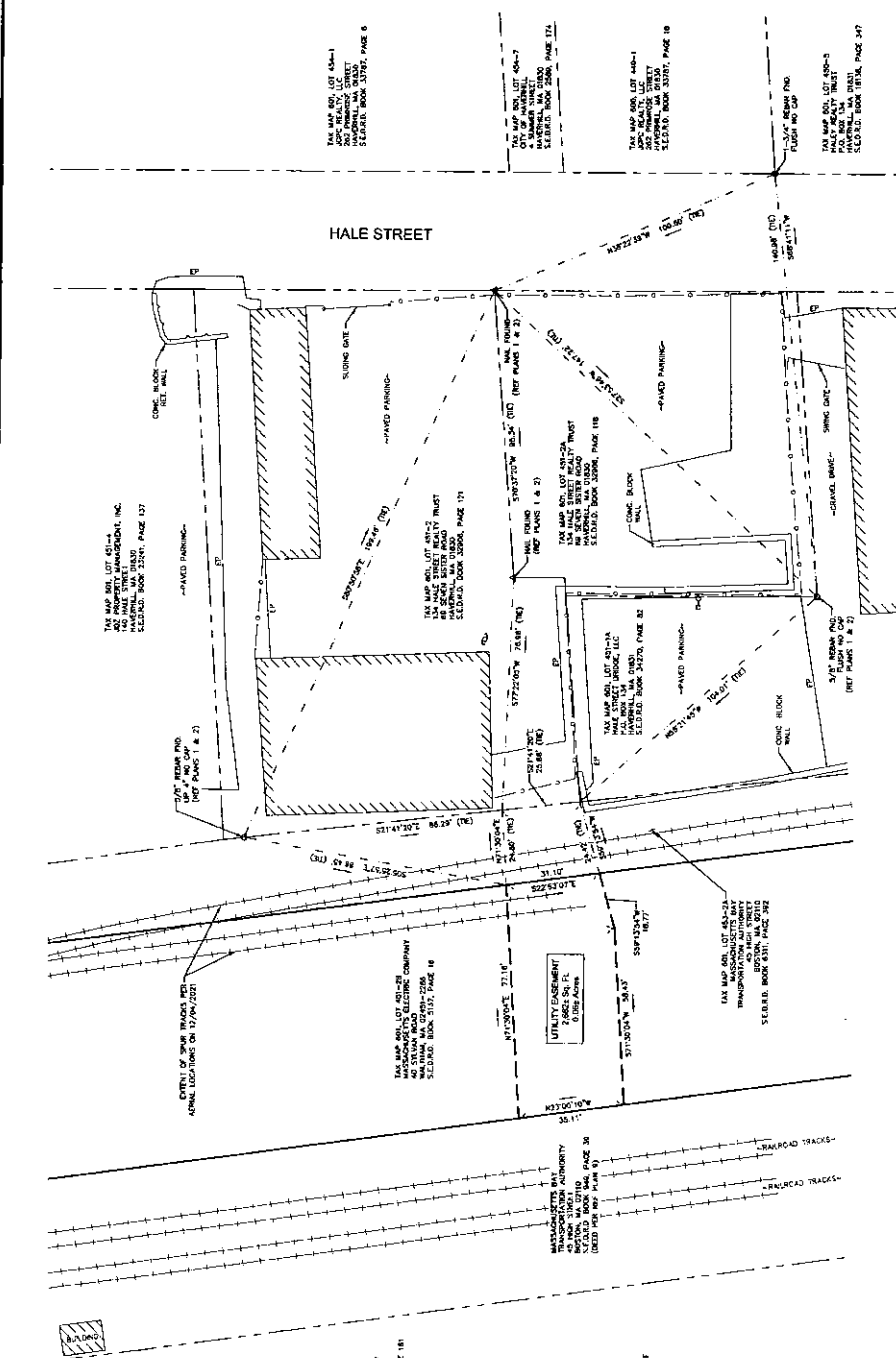
UTILITY EASEMENT PLAN
FOR
CITY OF HAVERHILL
OVERLAND OF
MASSACHUSETTS ELECTRIC COMPANY
(TAX MAP 801, LOT 451-2B)

NO.	DATE	TITLE UPDATE & GENERAL REVISIONS	BY
1	05/08/78	GENERAL REVISIONS	PJS
2	06/25/78	STAMPED FOR RECORDING	JFK
3	08/16/78		

DRAWN BY:	P.J.S.	DATE:	APRIL 9, 2024
CHECKED BY:	W.J.D.	DRAWING NO.	7138A
JOB NO.	7138	SHEET	1 OF 1



Serving Your Professional Surveying & Mapping Needs
102 Kent Place, Newmarket, NH 03857 (603) 859-6580
Offices in Bedford & Keene, NH and Kennebunk, ME

[illegible][illegible][illegible][illegible]

FOR REGISTRY USE ONLY

#125
6-23-2025
BK 42787-PG 300


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S045550 #125 BK 42787 PG 300
001724-2025 BK 42787 PG 300

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

Beginning at a point westerly of Hale Street in the City of Haverhill, County of Essex, State of Massachusetts, said point being on the apparent common property line between land now of Massachusetts Electric Company (Tax Map 601, Lot 451-2B) and land of Massachusetts Bay Transportation Authority (Tax Map 601, Lot 453-2A), and further described as being S 5° 25' 57" E, a distance of 88.45' from a rebar found at the apparent property line between land now of Massachusetts Bay Transportation Authority (Tax Map 601, Lot 453-2A) and land now of 134 Hale Street Realty Trust (Tax Map 601, Lot 451-2), as shown on the hereinafter referenced plan;

Thence along land of Massachusetts Bay Transportation Authority the following course;

S 22° 53' 07" E, a distance of 31.10' to a point;

Thence S 59° 13' 54" W, a distance of 18.77' to a point;

Thence S 71° 30' 04" W, a distance of 58.43' to a point at other land of Massachusetts Bay Transportation Authority;

Thence along other land of Massachusetts Bay Transportation Authority the following course;

N 23° 00' 10" W, a distance of 35.11' to a point;

Thence N 71° 30' 04" E, a distance of 77.16' to the point of beginning.

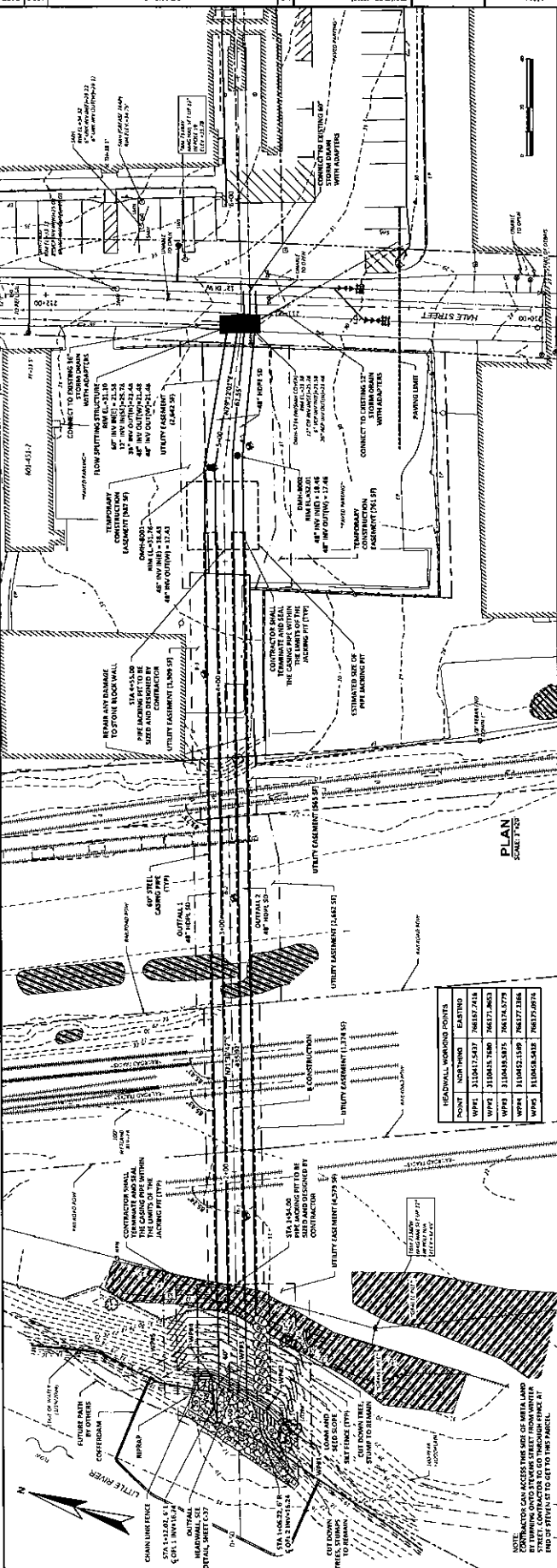
Said area contains 2,662± square feet or 0.06± acres.

Reference is hereby made to "Utility Easement" as shown on a plan entitled "Utility Easement Plan for City of Haverhill over land of Massachusetts Electric Company (Tax Map 601, Lot 451-2B) Hale Street Haverhill, Massachusetts" dated April 9, 2024 by Doucet Survey.

EXHIBIT C

IMPROVEMENTS PLAN

REVISIONS	APPD	DATE



HEADWALL WORKING POINTS		
POINT	NORTHING	EASTING
WP1	3110417.5437	766187.7418
WP2	3110428.7680	766171.8653
WP3	3110439.5875	766174.8779
WP4	3110452.1599	766177.2366
WP5	3110458.5418	766175.0974

EXHIBIT D

INSURANCE REQUIREMENTS

From the commencement of this Agreement, through expiration, termination or longer where specified below, the City shall provide and maintain at its own expense, insurance policies that are meant to be primary and non-contributory (*with no right of contribution by any other coverage available to the Company, the Company's affiliates and their respective agents, employees, directors and other parties that the Company may identify*) and issued by reputable insurance companies, acceptable to National Grid USA (the "Company") with an A.M. Best rating of A- or better which meet or exceeds the requirements listed herein. Such policies, where required below shall include **"Massachusetts Electric Company, National Grid USA, and its direct parent, subsidiaries, affiliates, successors and assigns"** (collectively, the "Insured Entities") as Additional Insureds. Waiver of Subrogation, where required below shall be in favor of such Additional Insureds/Insured Entities for any loss or damage covered under those policies referenced in this Insurance Exhibit, or for any required coverage that may be self-insured by THE CITY.

1. **Risk of Loss (Equipment/Materials)** – The City shall be responsible for all risk of loss to its personal equipment and materials, and any other equipment and materials owned by its employees or by third parties that may be in their care, custody and control.
2. **Commercial General Liability (CGL) Insurance**, covering all operations, work and/or provision of services performed by or on behalf of the City under or in connection with this Agreement, at minimum limits of:

\$1,000,000 limit "per occurrence" – Bodily Injury/Property Damage
\$2,000,000 limit – Product/Completed Operations
\$2,000,000 limit - General Aggregate
\$1,000,000 limit- Personal and Advertising Injury
\$1,000,000 limit- Damages to Premises Rented to You Limit

Policy shall include coverage for contractual liability (with this Agreement being included under the definition of "Insured Contract"), and products/completed operations coverages. Policy shall not contain a cross-liability or a separation of insureds exclusion. Should coverage for products/completed operations be written on a claims-made form, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least three (3) years after Final Acceptance. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above. Must use CG 2010 and CG 2037 (or equivalent) for Additional Insured endorsements.*

3. **Automobile Liability Insurance:** Covering owned, non-owned and hired vehicles used in connection with all operations, work and/or provision of services performed by or on behalf of the City under or in connection with this Agreement at minimum limits of:

\$1,000,000 combined single limit "each accident"

Coverage for non-owned/hired vehicles evidenced through a Commercial General Liability policy would be acceptable upon Company's review and approval. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

4. **Statutory Workers' Compensation and Employer's Liability Insurance**, in the state in which the operations, work and/or provision of services will be performed under this Agreement. The

employer's liability limit shall be at least \$1,000,000 per occurrence for bodily injury, per employee for bodily injury by disease and by bodily injury by disease policy limit.

For work or services being performed on or close to water, policy shall include coverage for the **US Longshoreman & Harbor Workers' Compensation Act of 1927 and Jones Act of 1920.**

In the event the City is a **Sole Proprietor** that is exempt from maintaining Statutory Workers' Compensation/Employer's Liability insurance, Sole Proprietor is required to provide a Letter of Affidavit affirming no employees and are exempt from carrying Workers Compensation and Employer's Liability insurance. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

5. **Umbrella Liability or Excess Liability Insurance**, providing broad "follow form" excess insurance with terms similar to the Commercial General Liability, Automobile Liability and Employer's Liability coverages outlined within this Agreement, at **minimum** limits of:

\$4,000,000 limit – Per Occurrence/Aggregate

Such insurance coverage shall include a drop-down provision in the event of exhaustion of underlying limits or aggregates. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

In addition to above, Sections 6-10 is applicable to a commercial entity performing work in the capacity as a Contractor or if the City is hiring Contractor(s) to do work on their behalf

6. **Contractor's Pollution Liability ("CPL") Insurance:** *(if applicable)* – Should the City acting in the capacity as a Contractor or if the City hires a Contractor to complete work and/or services on their behalf, the Contractor shall maintain CPL insurance to cover any sudden and gradual pollution incidents that may arise out of, under, or in connection with this Agreement including any and all Work and/or Services to be performed by or on behalf of Contractor, including but not limited to: (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage including physical injury or destruction of tangible property including resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not be physically injured or destroyed; and (c) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages. There should be no exclusions for asbestos, lead paint, silica or mold/fungus/legionella. This coverage shall carry a minimum limit of:

\$1,000,000 limit - "Per Incident/Aggregate"

Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.

7. **Professional Liability Insurance**, *(if applicable)*, providing coverage for negligent acts, errors, and omissions (including when applicable, Technology errors and omissions), in an amount of \$1,000,000 "per claim" or equal to the value of the contract, whichever is greater, to protect MEC from losses arising out of the use of Contractor's or its subcontractor's product or failure to render services.

Should coverage be written on a "Claims Made" form, Contractor or its subcontractors shall maintain such coverage for a period of not less than three (3) years post completion of work, with

the retroactive date in place prior to and held constant with the date of this contract. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

8. **Third (3rd) Party Crime Insurance**, *(if applicable)*, covering theft of MEC's property by electronic means and for any dishonest acts that may be committed by a Consultant's employee(s) against MEC, in an amount no less than \$1,000,000 "per occurrence". *Loss Payee status required from this policy for the Insured Entities outlined above.*
9. **Unmanned Aerial Systems/Vehicles (UAS/UAV)/Drone Insurance**: *(if equipment will be used in course of agreement)*, covering third-party liability for bodily injury and property damage arising out of the use of Unmanned Aerial Systems (UAS)/Vehicles (UAV) aka drones on MEC's property, at minimum limits of \$10,000,000 "per occurrence". Such requirement could also be met outlining the same terms under an endorsed Aircraft Liability policy. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*
10. **Protection & Indemnity/Commercial Watercraft Insurance**: *(if equipment will be used in course of agreement)*, providing Protection & Indemnity coverage for third-party liability related to bodily injury and property damage arising out of the use of such vessel while on MEC's property, at minimum limits of \$1,000,000 "per occurrence". *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*
11. **Intentionally Deleted.**
12. **Self-Insurance**: If approved in advance by the Company's representative, proof as a qualified self-insurer will be acceptable in lieu of securing or maintaining one or more of the coverages required in this Insurance Exhibit. Such proof shall come in the form of a signed self-insurance letter on the City's letterhead, in a format provided by the Company and shall become part of this insurance provision by reference herein.

With respect to Workers' Compensation, such evidence shall consist of a current self-insured certification form approved by the State in which the terms of this Agreement will be executed.
13. **Other Coverage(s)/Compliance**: These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, the City shall comply with any governmental site-specific insurance requirements even if not stated herein. This includes providing evidence of insurance and additional insured status, if necessary, to any third-party property owner on which the City's work activities associated with this Agreement may be taking place as required by law or permit.
14. **Subcontractors**. In the event that the City uses a subcontractor(s) in connection with providing any services as outlined under this Agreement, the City shall require all such subcontractor(s) to provide the required coverages and protections as outlined under Paragraphs 1-10 of this insurance exhibit.
15. **Homeowners**: In the event the City is a homeowner, Articles 1-10 outlined above would not apply. However, a copy of the Homeowner's insurance policy evidencing Personal Liability coverage, at a minimum limit of \$500,000, would be acceptable. In the event homeowner hires a Contractor, to complete work and/or services on their behalf, for which permission must be granted by Licensor to access/use easement right-of-way, then such hired Contractor shall meet the requirements as outlined in this exhibit (as MEC determines applicable).

- 16. Subrogation Rights:** To the extent the City's insurance carriers will not waive their right of subrogation against the Insured Entities as required in the outset of these requirements, the City agrees, to the extent permitted by law, to indemnify the Insured Entities for any subrogation activities pursued against them by the City insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, subcontractors or agents.
- 17. Certificate(s) of Insurance.** Prior to providing any services, the City (and when applicable, it's Contractors) shall promptly issue to the Company certificate(s) of insurance and any requested endorsements (include any renewal thereof), evidencing all coverages and required protections (Additional Insured and Waiver of Subrogation where applicable) utilizing the address outlined by the Company in this Agreement, with digital copies only being emailed to the Company's Risk and Insurance Department at: RiskandInsurance@nationalgrid.com. Failure to furnish the required certificate(s) of insurance and endorsements would not relieve the City from any liability obligations or to carry insurance outlined under this Agreement.
- Policies shall be endorsed, and certificate(s) of insurance shall clearly outline that at least 30-days prior written notice will be provided to the Company in the event of any cancellation, non-renewal or material change in coverage(s). Certificates shall declare applicable deductibles or self-insured retentions which shall be for the account of the City. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to by the Company's Risk & Insurance Department.
- 18. Reservation of Rights.** Should any policy(ies) be canceled at any time during the term of this Agreement and the City fails immediately to procure other insurance as specified, the Company reserves the right to procure such insurance and to invoice the City or void this Agreement.
- 19. Accident Reports.** The City shall furnish the Company's Risk & Insurance Department with copies of any accident report(s) sent to the City's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Services.
- 20. Full Policy Limits.** The City represents that it has full policy limits available and shall notify the Company's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or conditional change to policies.
- 21. No Limitation.** Nothing contained in these insurance requirements is to be construed as limiting the extent of the City's responsibility for payment of damages or its indemnification obligations under this Agreement.

EXHIBIT E

VOTE



MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

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

513

July 17, 2025

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

From: Melinda E. Barrett

RE: Proposed Order Relating to Authorization to Enter into a Contract in Excess of 3 years up and not to exceed 5 years.

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

Please see attached a proposed order authorizing the City to enter into a contract for downtown parking management and enforcement services for a term exceeding three years but not to exceed 5 years.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



Haverhill

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

July 15, 2025

To: The Honorable Melinda E. Barrett
Mayor of Haverhill

From: Robert E. Ward
DPW Director

Subject: Request for City Council Authorization – Multi-Year Parking Services Contract

Attached is a proposed City Council order authorizing the City to enter into a contract exceeding three years for downtown parking management and enforcement services, pursuant to M.G.L. c. 30B, §12(b). This authorization is required to proceed with awarding the contract which will be for three years with the option to extend for two additional one-year periods.

A formal procurement was conducted under M.G.L. c. 30B. The selected vendor will provide comprehensive parking enforcement, collections, meter maintenance, and related customer service and administrative functions, consistent with the City's parking management objectives. The contract price ranges from \$286,000 to 314,000 over the five years if the City exercises the options to extend for the additional two years.

Multi-year terms are standard in this industry and are essential to attract qualified vendors and ensure continuity of service, cost control, and streamlined administration.

I respectfully request that the attached order be forwarded to the City Council for approval.

Attachments:

Proposed Council Order – Authorizing a Multi-Year Parking Services Contract
Parking Services Request for Proposals (includes Draft Contract)

Cc: Christine Lindberg, Chief of Staff, clindberg@haverhillma.gov
Lisa L. Mead, Mead, Talerman & Costa LLC, Lisa@mtclawyers.com
Nicholas Aylward, naylward@haverhillma.gov



DOCUMENT
CITY OF HAVERHILL
In Municipal Council

3531

ORDERED:
CITY COUNCIL

**AN ORDER RELATING TO AUTHORIZATION TO ENTER INTO A CONTRACT OR
CONTRACTS IN EXCESS OF THREE YEARS**

BE IT ORDERED by the City Council of the City of Haverhill that the Mayor is hereby authorized to enter into a contract in excess of three years and no more than five years pursuant to G.L. c 30B sec. 12 (b) with the successful, chosen bidder for services related to downtown parking management and enforcement services.

APPROVED AS TO LEGALITY:

City Solicitor

Voted

Attest:

Approved:

City Clerk

Mayor



CITY OF HAVERHILL, MA

RFP032.25

REQUEST FOR PROPOSALS

PARKING MANAGEMENT SERVICES

Proposal Submissions Due by: 10:00 AM, Wednesday, July 2, 2025

City of Haverhill
Purchasing Office
City Hall, Room 105
Four Summer Street
Haverhill, MA 01830
(978) 420-3606
purchasing@haverhillma.gov

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

REQUEST FOR PROPOSALS
RFP032.25
PARKING MANAGEMENT SERVICES

1. SUMMARY OF SERVICES REQUESTED

Pursuant to MGL Chapter 30B, the City of Haverhill is seeking proposals from qualified parking management firms to manage and operate its paid surface parking program, which was initiated in 2012. The successful proposer will be expected to provide a superior level of customer service, efficiency and financial control in the delivery of quality parking services to City residents and downtown businesses, employees, customers and visitors. Contract parking management services will begin on August 1, 2025. The contract term is three (3) years, with two (2) optional one-year renewals at the discretion of the City.

The City is requesting that RFP respondents provide an annual fee proposal for years 1 through 5 of the potential contract term based on current parking program rates, hours of operation, and scope of services outlined in Sections 2 & 3 below. Respondents will need to demonstrate that they will be able to provide added staffing and services as the Haverhill managed parking system is expected to grow during the contract term.

A general summary of services requested of the parking management firm will include, but not be limited to:

- Maintenance, repair and revenue collection of City-owned, solar-powered, credit card-enabled pay stations located on-street and in surface lots;
- Management of the City's downtown employee and resident parking permit program including customer service, promotion, sales and administration;
- Management of pay by phone/QR code service as an alternative to paying at the pay station including pay-by-phone database coordination, revenue collection, and reporting of pay-by-phone/QR code customer transactions/revenues.
- Monitoring existing on- and off-street parking regulatory and instructional signage including parking time limits, parking rate/hours information, instructional signage at pay stations and for pay by phone/QR, etc. Monitoring would include notifying the City when there is a need for a replacement sign and removing any stickers on signs;
- Parking enforcement/citations issuance services including enforcement of all paid parking (pay station, pay-by-phone and permit paid parking) areas as well as nearby time-restricted free parking areas and other regulated parking spaces in the designated downtown parking district area as identified by the City;
- Coordination with and documentation provided to the City as requested for parking violation adjudication reviews and scofflaw collections; and
- Compilation, preparation, review and delivery of daily, weekly, monthly and periodic (as requested) pay station maintenance, financial, system performance reports, or any other required reports to ensure proper operations, accountability and internal control of funds collected;
- Parking website development and ongoing management including offering online permit sales and payments with links to online parking violation payments provided by the City;

- Customer service by phone, online and in the management office to include sales, information, promotional material, and timely response to City, stakeholder/constituent and customer complaints/issues, including maintaining and providing the City with a monthly complaints log report;
- Management, enforcement, oversight and reporting of any City-licensed merchants offering parking validations/permits or private valet parking services in the public right-of-way or in public lots (there are currently no validations or licensed valet services in the program).
- Parking data collection and advisory services to City staff, the City's Parking Commission, and/or the Mayor and City Council as requested to improve parking program performance and customer service;

Summary of City Responsibilities: The City will be responsible for:

- providing the management firm with an office downtown in the Haverhill Intermodal Parking Facility, which is owned and operated by MEVA Transit and located at 43 Granite Street at no cost (lease/utilities);
- replacing faded, damaged, or missing parking signage as reported by the Parking Management Firm or as deemed necessary by the City, and installing new parking signage for expanded time-restricted or paid parking areas;
- providing the management firm with installed City-owned pay stations and the manufacturer's recommended spare parts inventory for the management firm to install/replace as needed;
- making physical improvements to parking spaces and surface lots including the installation of lighting, sign poles, landscaping and pavement repairs as the City deems necessary;
- litter pick-up, trash removal, snow plowing, and street/lot sweeping as the City deems necessary;
- providing two (2) Kelley & Ryan parking enforcement handheld ticket devices, printers and related equipment;
- conducting parking citations appeals/adjudication, processing and collections; and
- providing the City bank account for management firm's pay station collection deposits. The City intends to use its own credit card processor for credit card payments/transactions.

A more detailed scope of services is provided in Section 3 of this RFP.

2. CURRENT PARKING PROGRAM SERVICES & PERFORMANCE

PAID PARKING REGULATIONS, HOURS OF OPERATION, AND FEES: On- and off-street paid public parking is established by City ordinance. Paid on- and off-street surface parking is \$1.00 per hour Mondays through Saturdays from 10 a.m. to 8 p.m. Parking is free on Sundays. On-street metered paid parking is 2-hr. time restricted. There is no general parking time restriction in paid parking lots except for the Elliott Place parking lot, which has a 2-hr. time limit per Ordinance. The paid parking lots may include meter-only spaces, permit parking only spaces, and multi-use meter or permit parking spaces as depicted in the City's CBD Parking Map in the Appendix as **EXHIBIT A**. Free 2-hr. time-restricted and all-day on- and off-street parking exists just outside the paid parking areas downtown and is also shown on the map. The total on- and off-street number of paid parking spaces and parking pay stations is listed below.

2-Hour Metered On-Street Parking – Total of 156 spaces and 26 pay stations

Washington Street – Washington Square to Washinton Avenue – 48 spaces, 8 pay stations
 Essex Street – Moulton Street to Washington Square – 38 spaces, 6 pay stations
 Granite Street – Railroad Square to Essex Street – 12 spaces, 2 pay stations
 Railroad Square – Washington Street to Wingate Street – 26 spaces, 4 pay stations
 Wingate Street – Railroad Square to Essex Street – 25 spaces, 5 pay stations
 Locust Street – just north of Essex Street – 4 spaces, 1 pay stations
 Batchelder Street – just south of Essex Street – 3 spaces, 0 pay stations

Metered & Permit Off-Street Parking – Total of 309 spaces* and 11 pay stations

Essex/Locust Street Lot – 42 spaces, 2 pay stations

Pheonix Row Lot – 81 spaces, 2 pay stations
Washington-Wingate Lot – 79 spaces, 2 pay stations
Washington Square Lot – 43 spaces, 2 pay stations
Eliot Place Lot – 22 spaces, 1 pay stations
How Street Lot – 41 spaces, 2 pay stations

**includes handicapped parking spaces, which are not metered.*

PARKING PAY STATIONS: On- and off-street metered parking is controlled via Flowbird Strata pay stations purchased by the city in 2021. There are a total of 37 pay stations in active service on-street and within surface lots as presented above. The pay stations, which operate in pay-by-plate format, accept credit/debit cards and coins (nickels, dimes and quarters) and allow payments in 15-minute increments. There is currently a minimum purchase of one hour of parking permitted to use a credit card or pay-by-phone app. Merchant processing on credit card transactions at the pay stations is provided by the City's merchant processor and paid directly by the City. In FY24, approximately 51% of all pay station-revenue was via coins with 49% via credit/debit card. The parking management firm is responsible for maintenance, operation, and coin collection from the pay stations.

PAY STATION SPARE PARTS: The City anticipates that there will be seven (7) fully functional Flowbird Strata pay stations in inventory on the first day of the new management firm contract (August 1, 2025). The city also intends to provide the parking management firm with an appropriate supply of pay station spare parts (main boards, coin validators, solar batteries, credit card readers, etc.) given the number of pay stations that are in active service – and to replenish the spare parts inventory through the contract term as needed.

The parking management firm will pay monthly management/software and communication fees and will collect coins from every pay station at least once weekly and then deposit the coins at a city-designated bank with reconciliation and reporting in a form that is satisfactory to the city.

Paid Public Parking Garages Downtown

There is currently only one public parking garage downtown - known as the Haverhill Intermodal Parking Facility (HIPC), which is owned and operated by MEVA Transit – the regional transit authority serving the Merrimack Valley. While the management and operation of this parking structure is not part of this RFP, the firm contracted under this RFP will have an office on the first floor of the facility at no cost provided by the City under agreement with MEVA.

There was a second downtown public parking structure located on Merrimack Street known as the Goecke Deck until the summer of 2024 when it was demolished to make way for a large, transformative, mixed-use development and new, privately owned and operated 660-space parking garage that will be open to the public. While the management and operation of this new parking structure is not part of this RFP, certain off-street city parking permits sold by the parking management firm selected for this RFP may be honored at the garage.

Construction of the new development and parking garage began in October 2024 and is expected to be completed in December 2025. The new development will ultimately encompass not only the former Goecke Deck site but also the current How St. paid parking lot to the west and the Haverhill Place free lot to the north. An Interim Parking Plan was developed by the city to absorb the impact of the temporary loss of structured public parking and is shown in the Appendix as **EXHIBIT B**. The interim parking plan shows the creation of a temporary, expanded 75-space free all-day public parking lot at Haverhill Place, a temporary, city-leased, 44-space free all-day public parking lot on West St., and a temporary 136-space free 2-hour parking lot constructed on Merrimack Street. Respondents can learn more about the proposed new mixed-use development and privately operated parking garage by visiting the City's website.

The parking management firm contracted under this RFP will be expected to stay in regular communication and coordination with the firm managing the MEVA HIPC as well as the future, new parking garage on Merrimack Street.

FREE 2-HOUR PARKING TIME ZONES: There are free, 2-hour time-restricted parking on sections of Washington Street, Washington Avenue, Emerson Street, and Merrimack Street as shown in Exhibit A as well as in the temporary Merrimack Street Lot shown in Exhibit C. All 2-hour time zones as well as numerous other 15-minute parking spaces, loading zones, and handicapped parking spaces within the regulated 2-hour zone must be enforced by the parking management firm contracted through this RFP. A drawing showing the current vendor's parking enforcement route is shown in the Appendix as **EXHIBIT C**.

PAY-BY-PHONE PARKING PAYMENT OPTION: Passport is the current mobile payment app provider subcontracted by LAZ Parking who is the City's current parking management firm by contract. Passport has been the mobile payment app provider in Haverhill for the past 8 years. Pay by phone payments have grown steadily over the past 5 years from approximately 15% of all metered parking payments in FY19 to just over 40% in FY24. Total pay-by-phone annual revenue in FY24 was \$88,876.08, which was about 43% of the total pay station generated annual revenue. Passport's 15 cents/transaction fee for convenient use of the payment app are passed on to directly to the customer.

PARKING PERMIT PROGRAM: The City also established a parking permit program for residents and employees of the CBD who can purchase either a Quarterly Permits, which costs \$60 or an annual permit, which costs \$240. Permits are pro-rated if they are not purchased at the beginning of a quarter. Senior permits can be purchased at a discount. The city converted from hangtag permits to (virtual) license plate permits in 2020. Parking permits may be purchased by completing an online application. Once completed, the permit/license plate is enacted by the management firm after the customer demonstrates proof of residency or employment. Since the pay stations are configured in pay-by-plate format, a customer's permit is their license plate number. Permits are non-refundable, non-transferable, and not replaceable in the event of loss, damage, or theft. The permit program has been popular with downtown employees and residents. In fiscal year 2024 (July 1, 2023, to June 30, 2024, there were a total of 806 parking permits issued downtown – 513 annual parking permits and 293 quarterly permits generating \$126,627.72 in annual revenue. Most parking permits are issued to downtown residents.

TOTAL NON-CITATION REVENUE: Total annual pay station, permit, and pay-by-phone revenue generated for Fiscal Year 2024 is provided in the table below.

Annual Parking Program Revenues (FY24)

Year	Pay Station and Pay-by-Phone Revenue	Permit Sales Revenue	Refunds	Total Revenue
FY24	\$207,523.84	\$126,627.62	-\$53.55	\$334,097.91

Monthly non-citation parking revenue for FY24 and for the first 10 months of FY25 are provided in the Appendix as **EXHIBIT D**. Paid parking revenues in FY25 have decreased significantly due to the closing and demolition of the Goecke (Paid) Parking Deck on Merrimack Street at the beginning of FY25 to make way for the previously described large-scale, transformative, mixed-use private development on Merrimack Street that will include a future 660-space privately-owned and operated parking garage. Contributing to the decrease in FY25 parking revenues, was the opening of new free parking lots and additional free, on-street parking spaces on Baily Boulevard as part of the Interim Parking Plan to offset the loss of Goecke Deck parking spaces.

PARKING ENFORCEMENT: The parking management firm, who conducts parking enforcement downtown on behalf of the city, enforces paid parking areas as well as unpaid, time-regulated areas. They have one parking enforcement officer (PEO) on duty for all 60 paid parking hours/week (10 a.m. to 8 p.m. Mondays through Saturdays). The PEO's parking route is shown in Exhibit D. It does not currently include enforcement of the new, temporary 2-hour, free Merrimack St. Lot or all the free, 2-hour parking spaces on Merrimack Street - but that may change with the opening of the new parking garage on Merrimack Street.

The City Clerk's contracted parking enforcement system vendors is Kelley & Ryan. The City provides the parking management firm with two (2) Kelley and Ryan handheld ticket writers and two (2) printers at no cost. These handheld units allow the PEOs to manually look up license plate numbers to ascertain whether parkers have paid at the meter, paid via pay-by-phone, have a permit, or have not paid. The parking management firm issues parking citations. The City Clerk's Office processes, adjudicates, and collects parking revenues. Customers can pay citations online via a link to Kelley & Ryan's website or appeal a ticket to the City. The parking management firm provides the City Clerk's Office with requested information on contested customer parking tickets as needed.

In FY24, the parking management firm issued 2,371 parking tickets at a face fine value of \$59,601. For the first 10 months of FY25, the firm issued 2,227 parking tickets at a face value of \$58,550. The most frequently issued parking citation is for an expired meter (approximately 87.7% of all tickets issued in FY24).

3. PROPOSED SCOPE OF SERVICES

The successful proposer shall manage and operate the City's paid parking system as outlined in this RFP with a superior level of customer service, efficiency and financial control and in accordance with parking industry standards and best practices. This section includes the administrative and programmatic services and specifications required under the current program.

A. ADMINISTRATIVE

The administrative responsibilities of the management firm shall include, but not be limited to, the following:

1. Parking Office: The management firm will establish an office (the "Main Office") for management of the City's paid parking program in the Haverhill Intermodal Parking Facility that is owned by the Merrimack Valley Regional Transit Authority (MEVA). This first-floor office will be provided by the City at no cost (lease/utilities) to the management firm. The management firm will be responsible for telecommunications and equipment. The office shall be appropriately maintained and secured. Management and operation of the MEVA parking garage is provided by a separate vendor under contract with MEVA and is not part of the scope of services included in this RFP.
2. Required Personnel/Staffing Levels: The management firm shall provide sufficient staffing to undertake the operation, maintenance, administration, customer service and other services of the parking system outlined herein. The management firm shall:
 - a. Identify an individual representing the management firm contract who is designated as the single point of contact to facilitate contract communication with the City. This individual does not need to be physically located in the City of Haverhill. Similarly, the City will designate a Project Manager to function as the contract point of contact with the parking management firm.
 - b. Staff an on-duty, full-time Parking Manager out of the Main Office to manage the day-to-day operations of the City's paid parking, permit and enforcement program. The employee shall be fully trained, competent and qualified.
 - c. Supplement this full-time manager as necessary to ensure that there is, at a minimum, one staff person on duty in the Main Office to provide customer service when the full-time manager is away on leave (sick, person, vacation, etc.), Mondays through Fridays 10 a.m. to 5 p.m. Staff should be cross-trained and skilled in pay stations collections, maintenance & repair, permit sales and other duties included in this RFP.
 - d. Post a sign on the door of the office if it is left unattended during an emergency (only) with the time when the attendant will be returning. For any extended emergency absence, the City's designated Project Manager must be notified.
 - e. Collect coins at all pay stations weekly or as needed. Pay stations must never be found jammed with coins due to the firm not collecting coins in a timely manner.
 - f. Provide one (1) on-duty parking enforcement officer to cover the regulated areas of downtown during all paid parking hours of operation (Mondays through Saturdays, 10 a.m. to 8 p.m.). Because the paid parking hours encompass 60 hours/week, this will require more than a single parking enforcement officer to cover. Downtown parking regulated streets and off-street facilities will be in relatively close walking distance of the parking garage as identified by the City. These regulated routes may change from time to time. Enforcement routes must be approved by the City's designated Project Manager and should be staggered and regularly changed to ensure scofflaws cannot reliably predict each day when and where enforcement will take place.
 - g. Assigned all personnel City-approved uniforms that must be always worn when on duty, be properly groomed while on duty, and have instant communication access via cell phone. Further, the management firm will provide direct telephone numbers and email addresses for all staff to facilitate communication with designated City employees.
 - h. Be responsible for the bonding and training of all employees.
 - i. Assume primary liability for the acts, negligence and omissions of its employees.
3. Payroll: The management firm will assume all payroll responsibilities for assigned employees including the collection, payment and depositing of all applicable Federal, State and Local payroll taxes.

4. Purchasing: The management firm shall be responsible for purchasing all materials necessary to carry out all operations functions. These include but are not limited to envelopes, uniforms, office equipment and supplies, collections equipment and supplies, replacement signs/parts, paper stock, postage and any other supplies for pay stations suitable for all weather conditions, parking hang tags/permits as approved by City, and all other necessary equipment. The management firm will be responsible for engaging third party contracts to the extent necessary, for the provisions of services outlined herein.
5. Revenue Control: The management firm will collect and deposit revenues from the parking system into an approved City bank account pursuant to any procedures established by the City. Should any monies collected by the management firm be lost, stolen, unaccounted for or otherwise removed from the custody and control of the management firm prior to its deposit into a City's approved bank account, the management firm shall deposit a sum of money in the City's bank account within 96 hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by the management firm, any payments made to the City on account thereof shall, if appropriate, be reimbursed to the management firm. The management firm is liable for mismanagement of funds by its employees or agents.
6. Reporting: The management firm shall ensure proper accountability and internal control of all money collected and provide financial reports on a daily, weekly, monthly basis or as requested. The management firm will maintain accurate records reporting all operational disbursements. The management firm shall compile, prepare and deliver each month to the City a monthly summary report of all operations with its monthly invoice. The operations report should include all monthly pay station repairs, a current pay station inventory, and request for replacement parts needed to maintain recommended pay station inventory levels as well as any signs that the City needs to replace/repair. Operational reports should include a complaints log with the complaint date, who complained, the nature of the complaint, and how the complaint was resolved. Please see administrative responsibility #7 below for more requirements related to complaints.

Revenue management reports shall include meter revenue (credit card and coin), pay-by-phone parking revenue, permit revenue, and parking citations issued by type and ticket face value. The management firm will reconcile revenue deposit slips with a pay station collection report or permits sales report. Credit card transactions reports for meters/pay-by-phone and permit sales credit card reports will be provided on a daily, weekly and monthly basis or to the City Treasurer's Office in a format acceptable to the Treasurer to reconcile credit card bank statements received directly by the City. The management firm will be responsible for providing written discrepancy reports should discrepancies occur. Submitted monthly reports shall include comprehensive data for each facility, the on-street meter system, the permit system, and the enforcement system. Enforcement system reports shall include citation warnings and void reports. The management firm shall be responsible for providing any parking enforcement management reports or written explanations in a format requested by the City. The report will be a key tool that the City and management firm will utilize to monitor the delivery of parking services. The City and management firm will meet monthly to review the monthly report as needed/requested.

7. Complaints: The management firm will respond to public complaints regarding parking management services within twenty-four (24) hours after receipt of the complaint. These complaints must be logged and provided in report form to the City on a monthly basis. If the nature of a complaint is deemed serious by the parking management firm's Parking Manager, the Parking Manager shall notify the City's designated Project Manager immediately. In the event a report is received alleging an employee of the management firm was discourteous, belligerent, profane, or in any way intimidating, the management firm will submit a written report to the City within seven (7) calendar days of the date of the report, outlining the details of the incident and actions taken to address it. The City reserves the right to expel any individual that it finds to be objectionable during the course of this contract.

B. PARKING PROGRAM SERVICES

Parking Program services required of the management firm in this RFP shall include:

1. **Maintenance, repair and revenue collection of 37 City-owned, solar powered, and credit card enabled Flowbird Strada pay stations** purchased and installed in 2021 on the streets and surface parking lots previously listed. These 37 pay stations are controlling an estimated total of 465 on-street and surface lot paid public parking spaces downtown. The parking management firm shall also maintain, and repair, as needed, the seven (7) additionally functional Flowbird Strada pay stations currently in inventory and maintain an

inventory of spare parts as established by the City. The management firm will provide the labor, supervision and financial controls of pay station collection, maintenance and repair. The management firm will follow the manufacturer's suggested preventative maintenance schedule, check the pay stations daily, maintain a pay station complaint and service log, and do any routine maintenance or repairs necessary to keep the pay stations in good working order throughout the contract term. At no time shall more than 2 pay stations be out of service. Defective pay stations must be repaired to ensure that they are in good working order within 24 hours of a reported failure. The management firm will connect electronically with the pay stations through the back-office management system and by smart phone so that they are alerted to any pay station malfunction. The management firm shall reprogram the pay stations when rates or other changes are required by the City. The management firm must have a repair person address a malfunctioning pay stations within one hour of receiving notice during paid parking hours. The management firm's functioning website shall have online reporting capability of malfunctioning pay stations. The management firm will be responsible for the labor cost of all maintenance and repairs. The management firm will make provisions to allow a City staff person, chosen by the City, to have direct access to the back-office data management system's monitoring/reporting capabilities.

2. **Management of City's Parking Permit Program** including customer service, sales and administration. Customers will be able to apply for and obtain active virtual permits (where the license plate is the permit) from the management firm by phone, from a website developed and managed by the management firm, and directly from the management firm's administrative office in the City. The online permit system must have at a minimum all the functionality of the current online permit sales system. Customers will be able to call by phone with questions regarding the permit system or any other offered parking services and the management firm shall provide timely responses. The management firm will provide direct permit sales during office hours Mondays through Fridays 10 a.m. to 5 p.m.
3. **Pay-by-phone/QR Code Payment Option** – the city requires a pay-by-phone payment option with capabilities to provide a QR code scanning option as well. The city is also interested in a pay-by-phone app option that does not require the customer register with the pay-by-phone vendor to make payment. The parking management firm will be responsible for pay-by-phone app system modifications/set-up, integration, and implementation of changes, enforcement and ongoing reporting/operations.
4. **Maintenance, repair and replacement of existing parking signs** is critically important to the success of the regulated downtown parking system. It is needed at all pay stations, in paid parking lots, on paid streets, and on all time-restricted streets and lots enforced by the parking management firm. The city is responsible for replacing faded, damaged, or missing parking signage and polls but the parking management firm is responsible for daily monitoring, reporting to the city, and tracking the parking signs/polls that need repair or replacement. The parking management firm is also responsible for simple parking sign repairs like removing stickers from signs and replacing missing signs when the city provides them with appropriate replacement signs.
5. **Parking enforcement and customer service** including enforcement of all parking regulations in city-designated areas downtown and customer service that includes sales, management and improvement to the City's parking website, providing current parking information, promotional material, and timely responses to City, stakeholder/constituent and customer complaints/issues. Staffing levels/hours for both functions were previously stipulated in the RFP.
6. **Valet and validated parking management, monitoring, enforcement and reporting** as requested by the City for any privately-operated, City-licensed valet parking services or merchant-validated parking or permit parking on public streets or in off-street lots/decks. No such services currently exist.
7. **Parking Data Collection and Advisory Services** including conducting periodic occupancy counts, surveys, parking counts and analysis; and providing input and recommendations to the Mayor, City staff, the Parking Commission and City Council on an ongoing basis or as requested to improve parking program performance and customer service. The parking management firm will be available to review proposed parking ordinance changes to assess the impact to the parking program and attend public meetings regarding paid parking related matters as requested by the City.

4. ANTICIPATED FUTURE PARKING PROGRAM/SCOPE OF SERVICE CHANGES

With the planned opening of the new privately-owned and operated public parking garage on Merrimack St. (currently scheduled for December 2025), it is anticipated that several elements of the city's public parking program may change over time. On-street and surface parking pay station and permit rates may increase, paid and time-restricted parking areas may increase, and parking signage installation to reflect these changes may be needed. The city's parking permit program may also be modified to allow customers to park in the new parking garage at a new permit rate. The parking enforcement routes (shown in Exhibit C) are expected to increase to some of the 2-hour time-restricted streets (such as Merrimack Street) and lots located near the new garage. Parking pay stations are also scheduled to be replaced within the next three years in the City's Capital Plan.

However, these anticipated program changes are not expected to change management firm staffing levels and hours for customer service, enforcement or pay station maintenance and collections as stipulated in Section 3 simply because the areas of potential geographic program expansion are relatively small. If any parking programmatic changes do require changes to proposed staffing levels to satisfy the scope of services in Section 3 above, those staffing level change and costs will be negotiated by the city with the selected/contracted parking management firm.

5. CONTRACT TERMS & CONDITIONS

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.
- B. The term of the contract will be for a period of three (3) years with two (2) optional one-year renewal years subject to the mutual approval of both parties.
- C. Transition Period Service Provisions: On termination of the Contract or expiration of the contract term, the successful Proposer will continue to provide parking management services for a period not to exceed three (3) months from the date of termination, provided that City may (by giving at least twenty-one (21) days of notice after termination) direct Proposer to cease the Services within a shorter period ("Transition Out Period"). Proposer will be entitled to all rights (including as to remuneration) and all obligations as applied during the Term, except that Proposer will no longer be entitled to be the sole and exclusive provider of the parking management services to the City. The Parties will co-operate in good faith in relation to handing over the performance of the Services to City or another firm nominated by City with the shared aim of minimizing the disruption to the management of City's priced parking spaces and the collection of applicable parking charges and parking fines. However, this obligation will not under any circumstances require Proposer to make available or disclose to City or any other person any of its confidential business processes and procedures, trade secrets, Confidential Information, software or other intellectual property. To the extent, if any, that City requests Proposer to perform, and Proposer agrees to perform, any services which are not part of the Services in order to enable the transition of the Services to City or its nominated Proposer, Proposer will be entitled to charge City for the performance of those services on a time and materials basis calculated at its then prevailing North American rates for consultancy services (plus taxes).
- D. Purchases of goods and services by the City are exempt from the payment of Federal excise taxes and the Massachusetts sales tax, and any such taxes must not be included in the price computations.
- E. The successful Proposer will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto, without the City's advanced written consent.
- F. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
- G. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same Proposer will not be considered.

- H. The selected Proposer will be required to sign a contract with the City of Haverhill in which he/she accepts responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract. The selected Proposer will be expected to sign a contract substantially in the form of the contract included in the Appendix as **EXHIBIT E**.
- I. **Ownership of Information:** All information acquired by the Proposer from the City or from others at the expense of the City in the performance of the agreement shall be and remain the property of the City. All records, data files, computer records, work sheets, and all other types of information prepared or acquired by the Proposer for delivery to the City shall be and remain the property of the City. The Proposer agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, or copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the City. The Proposer further agrees to return said information in whatever form it is maintained by the Proposer.
- J. **Insurance Coverage:** The contracted management firm shall carry and maintain the following insurance coverages throughout the term of the Agreement:
- Comprehensive General Liability** including: Bodily Injury, \$1,000,000 per occurrence, and \$3,000,000 in aggregate; Property Damage, (\$500,000) per occurrence, \$1,000,000 umbrella policy.
- Automobile Liability:** \$2,000,000 per occurrence
- Garage Keepers policy** with a minimum limit of \$1,000,000 per occurrence. This coverage is only needed if Valet Service option is exercised. Therefore it should only be included in the separate price proposal for the Valet option.
- Comprehensive Crime policy** covering employee theft, premise, transit and depositor's forgery coverage with limits not less than \$100,000 per occurrence.
- Workers Compensation** per statutory requirements of the Commonwealth of Massachusetts. Must have "3rd party over" coverage to protect the City against any 3rd party workers compensation claims.
- Indemnification Clause:** The selected Proposer will be required to name the City of Haverhill as an additional insured and indemnify the City for any claim resulting from performance under this contract.
- K. **Bond Requirements:** The selected Proposer must provide and maintain throughout the life of the contract the following bonds, payable to the City of Haverhill, executed by an insurance company authorized to do business in the Commonwealth of Massachusetts, and rated at the highest level by a nationally recognized rating organization.
1. Performance Bond covering the full and faithful performance of the contract in an amount not less than \$1,000,000.
 2. Surety Bond covering loss of any money in an amount not less than \$500,000.
 3. Employee Bonding at \$500,000 minimum per employee.
- L. **Availability of Funds:** Each year of the contract will be subject to appropriation or availability of funds. If the City should not, for any reason at any time appropriate or otherwise make available funds to support continuation of performance in any fiscal year succeeding the first year, the City will cancel any contract pursuant to this RFP without penalty to the City upon thirty (30) days written notice to the successful Proposer.
- M. **Failure to Fulfill Contract Requirements:** If at any time the successful Proposer fails to fulfill or comply with any of the requirements of this proposal/contract, the City, at its option, can terminate this contract upon thirty (30) days written notice to the firm.
- N. **Indemnification:** The successful Proposer must indemnify the City for any claims resulting from the performance under this contract.

- O. Information Disclosure: All information presented in this RFP, including information disclosed by the City during the proposal process, is considered confidential. Information shall not be released to outside parties and the RFP shall not be discussed with anyone at the City, other than the known participants without written consent of the City of Haverhill. Violation of these conditions will be considered sufficient cause by the City to reject a proposal.

6. RFP & AWARD SCHEDULE

The following is a schedule of dates for the RFP from issuance through selection and assumption of contract operations:

Request for Proposals (RFP) Advertised	May 26, 2025
Recommended Pre-Proposal Video Conference	June 4, 2025 at 4 p.m.
Request for Information Deadline	June 12, 2025 @ 4 p.m.
Deadline for Information Response	June 25, 2025 @ 4 p.m.
Proposal Due Date	July 2, 2025 @ 10:00 a.m.
Interviews by Video Conference (if necessary)	July 9-10, 2025
Planned Selection/Intent to Award Date	July 16, 2025
Assume Contract Operations	August 1, 2025

7. PROPOSAL SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. Proposals in sealed envelopes will be accepted at Haverhill City Hall, Steven S. Bucuzzo, Purchasing Director/CPO, Purchasing Office, Room #105, 4 Summer Street, Haverhill, Massachusetts 01830 until **10:00 a.m. on July 2, 2025**. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, no reference to pricing in the non-price technical proposal is allowed. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place. Five (5) separate sealed envelopes, four (4) containing the non-price technical proposal marked "RFP032.25 Parking Management Services – Technical Proposal" and one (1) containing the price proposal marked "RFP032.25 Parking Management Services - Price Proposal" shall be submitted. In addition, each Proposer shall also submit an electronic version of their Technical Proposal in pdf format on a flash drive.
2. A non-mandatory, but recommended Pre-Proposal Video Conference will be held on **June 4, 2025 at 4 p.m.**
3. If any changes are made to the RFP, an addendum will be issued. Addenda will be emailed to all RFP holder on record as having received this RFP from purchasing@haverhillma.gov. Proposers shall acknowledge receipt of any addenda on the Price Proposal Form.
4. Questions concerning this proposal must be submitted in writing via email to: Steven S. Bucuzzo, Purchasing Director/CPO, at purchasing@haverhillma.gov, by **4:00 p.m., June 12, 2025**. Written responses will be emailed to all RFP holders on record having received this RFP from purchasing@haverhillma.gov by **4 p.m., May 27, 2025**. After the proposal deadline, a Proposer may not change any provision of their proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing.
5. If the City decides to conduct interviews they will be individually scheduled and may be held via video conferencing with each responsive firm on **July 9th and/or 10th, 2025**.
6. The City may cancel this RFP, or reject in whole or in part, any and all proposals, if the City determines that the cancellation or rejection is in its best interest.

7. All proposals submitted in response to this RFP must remain firm for ninety (90) days following the proposal opening.
8. Proposals must be signed as follow: 1) if the Proposer is an individual, by her/him personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation by the authorized officer.

B. NON-PRICE (TECHNICAL) PROPOSAL REQUIREMENTS

All Proposers shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration.

The information submitted must include the following items:

1. Cover Letter: A letter signed by an officer of the firm, binding the firm to all statements made in the proposal is required. Include the primary contact person with contact information for the proposal. Cover letter should include a summary statement of the firm's experience and capability to provide and manage the type of services requested as well as what makes the Proposer ideally suited for this contract work. The cover letter should identify the firm's point of contact for contract communications as well as the designated full-time, on-site Manager. The cover letter should include any key elements of the Non-Price proposal that the Proposer wants to emphasize, and it should not exceed two (2) pages in length.
2. Experience and Qualifications: Proposers must demonstrate they have a minimum of five (5) years of experience in the management and operation of municipal/public parking operations for a minimum of three (3) municipalities with similar size or larger on- and off-street facilities and services outlined herein. This section should detail the firm's years of existence, number of employees, office locations, organization and pertinent experience with the services requested in this RFP. It must include a list of similar municipal operations and facilities that your company is now operating and/or has operated within the last five (5) years. Information on the list should include the following for each location:
 - a. Name and location of parking system and facilities operated;
 - b. Dates business was opened;
 - c. Summary of Scope of Services and number of parking spaces by facility-type (ex. on-street, lot, garage, valet, etc.)
 - d. Annual gross receipts and operating budget; and
 - e. Explain the reasons, if any, that your company's agreements for the operation and/or management of the municipal parking facilities were cancelled or terminated early.
 - f. Names, contact persons, emails and phone numbers of references for verification of listed experience.
3. Management and Personnel: Describe in detail your proposed management structure for the parking management services outlined and herein and specifically provide the following:
 - a. **Proposed Staffing and Organizational** chart of the management support, management and full-time and any part-time staffing for operations for the proposed services including names, experience, qualifications and resumes of the on-site manager and other key management and support personnel. The on-site manager must have experience and qualifications in overseeing municipal parking operations and experience in working in a diverse environment.
 - b. **Proposed Shift Schedule** by staff person for the paid parking hours of operation and services requested in Section 3: Proposed Scope of Services.
 - c. **Management Policies & Practices** summary that your company would use in performing its obligations, including supervision, surveillance, and auditing.
 - d. **Sample of daily, weekly and/or monthly financial reports** (meter collection, credit card transaction, discrepancy, etc.) (similar to those being requested in this RFP) in use by the Proposer on other municipal assignments/contracts.

- e. **Training Program** description/approach for employees, including both the initial instruction on routine duties as well as additional training to enhance job performance.
- 4. **Approach, Operations Plan & Implementation Schedule:** Describe in detail your firm's:
 - a. **Overall understanding** of the City's parking management needs.
 - b. **Operations/Work Plan and approach** for providing each of the Administrative and Programmatic service elements included in Section 3 of this RFP. For example, under "Revenue/Control", the Proposer should discuss collection of monies and accounting, including cash handling, applying financial controls, preparing and submitting reports to the City, addressing employee theft, etc. The Plan must also address how the proposing firm will expand its operations to accommodate the City's anticipated programmatic and operational changes outlined in Section 4. The Proposer should discuss specifically how it will address and accommodate each of the program parameters that are anticipated to change as outlined in Section 4.
 - c. **Transition and Implementation Schedule**, which should detail the firm's transition from the existing operator and service to ensure the highest level of continuous service to the City, its residents, businesses, patrons and visitors.
- 5. **Financial and Legal Considerations:**
 - a. Demonstrate how your organization is properly licensed, bonded and/or insured.
 - b. Disclose any conditions (e.g. bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your organizations' ability to perform contractually.
 - c. Provided CPA audited financial statements for the last three (3) years.
- 6. **Certification Statements:**

A Non-Collusion, Tax-Compliance and Foreign Corporation Certification Statement included in the Appendix as **EXHIBIT F** must be signed and included as part of the Non-Price Proposal.

C. PRICE PROPOSAL REQUIREMENTS

All Proposers shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all the following submission requirements may be considered "not responsive" and their proposal may be rejected without further consideration.

The Price Proposal must be submitted on the Price Proposal Sheet found in **EXHIBIT G** of the Appendix.

The Proposer shall provide separate price proposals for each contract year outlining all costs of services to be provided by the management firm for services and service levels requested in Section 3: Proposed Scope of Services; as well as the expanded service levels to accommodate the program changes outlined in Section 4: Anticipated Future Parking Program/Scope of Service Changes. Additionally, for each year and each Section (3&4) listed above, a total annual price shall be provided separately for non-enforcement versus enforcement services included in the scope of services.

Please note, if the City enacts the parking pricing, regulatory and other changes outlined in Section 4 at a point other than the beginning of a contract year, the Vendor's proposed total annual price will be pro-rated accordingly on a monthly basis.

The Price Proposal must include (where applicable), but not be limited to the following:

- 1. Operator's insurance and bonding
- 2. Postage and freight
- 3. Telecommunications equipment and service
- 4. Intra-company communication.
- 5. Recruiting expenses.

6. Employee training.
7. Uniforms.
8. Financial and reporting services.
9. Labor/salary or any portion of salary of any person employed, during the execution of the services in the Operator's main office or in any branch office of Operator.
10. Management fees, Overhead or general corporate or partnership expenses of any kind.
11. Interest on capital employed.
12. Rental of any equipment.
13. Any and all administrative expenses
14. Computers, monitors, printers, accessories or other electronic devices needed to manage the system
15. Computer software including parking management system software (Digital EMS/Iris) needed in support of pay station operations.
16. Any costs associated with website and online permit sales.
17. Accounts payable processing fees.
18. Accounts receivable processing fees.
19. Payroll processing fees.
20. Budgeted payroll wages and salaries by employee / staff as described in your organizational and staffing chart.
21. Federal, state, and local payroll taxes required by law at the mandated rate, worker's compensation insurance at the actual rate paid by the Operator
22. Office supplies and other consumables.
23. Hang tag permits, and other parking/promotional media
24. Pay stations Thermal paper and supplies
25. Cleaning and custodial supplies.
26. Repair and maintenance of equipment
27. Signs, sign materials and equipment
28. Any anticipated third-party agreements

8. PROPOSAL EVALUATION AND AWARD CRITERIA

A. RATING COMPARATIVE CRITERIA

All proposals will be reviewed in accordance with MGL Chapter 30B by the City of Haverhill and final selection will be based upon an evaluation and analysis of the information and materials required under the RFP. Proposals that meet the minimum criteria will be reviewed for responses to the comparative evaluation criteria. Each Criterion will be assigned a rating of Highly Advantageous, Advantageous or Unacceptable to each comparative evaluation criteria.

B. INTERVIEWS

Interviews may be required at the City's discretion after review of the technical proposals. Proposers will be scheduled on one of the two interview dates listed earlier in the RFP. Presentations should not exceed 45 minutes in length and will be followed by a question and answer period.

C. COMPARATIVE CRITERIA

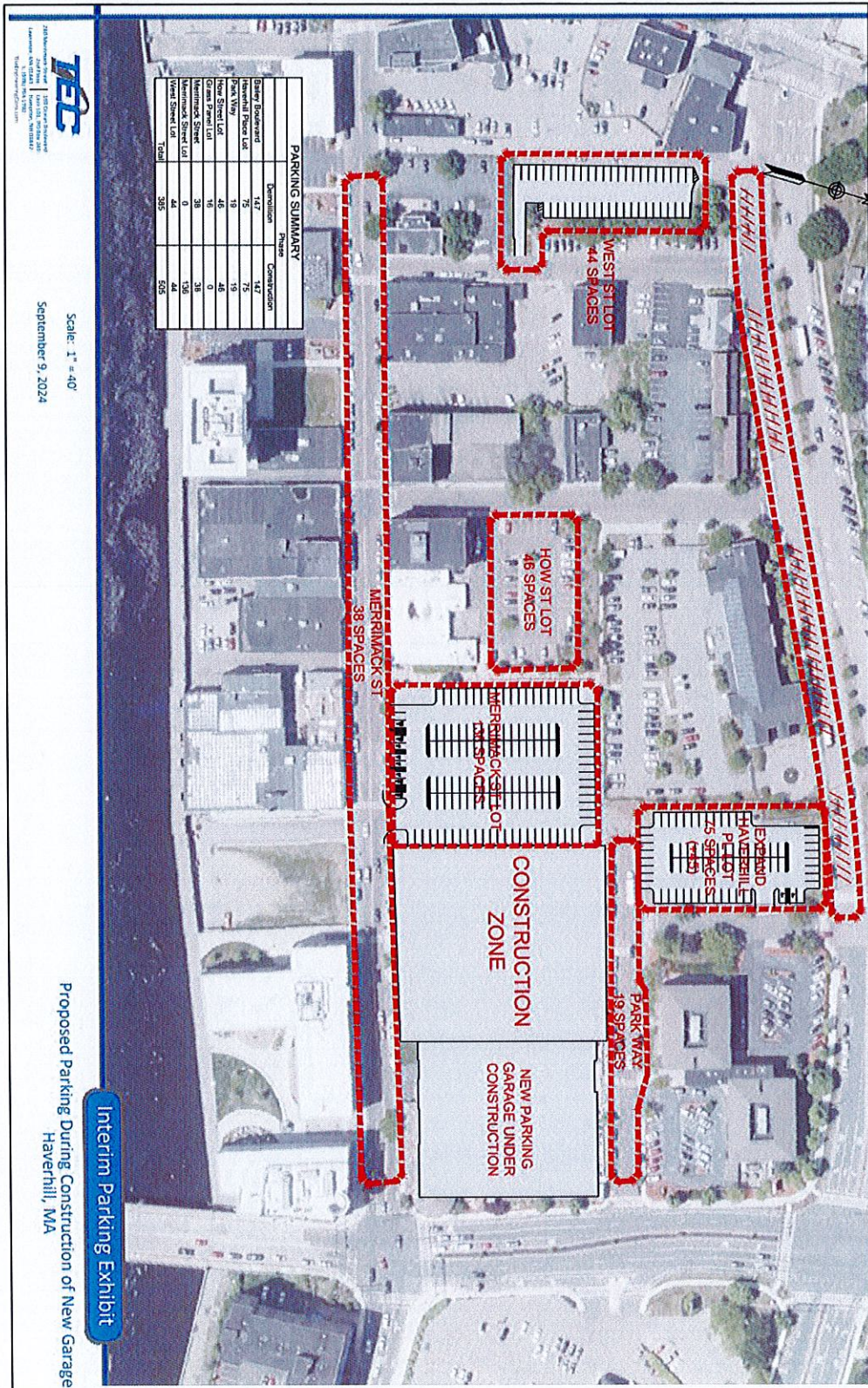
Each proposal that has met the minimum requirements in the RFP will be further reviewed with regards to the below-listed comparative criteria. Ratings for each of the criteria will be assigned as follows: Highly Advantageous, Advantageous or Unacceptable.

Criteria	Highly Advantageous	Advantageous	Unacceptable
Experience	Proposer has more than ten (10) years of demonstrated parking management experience and reputation in undertakings similar to those in the RFP Scope of Services. Is operating or has operated within the past five (5) years, more than ten (10) different municipal parking systems of one thousand (1,000) or more combined paid on- and off-street parking spaces.	Proposer has at least five (5) years of demonstrated parking management experience and reputation in undertakings similar to those in the RFP Scope of Services. Is operating or has operated within the past five (5) years, five (5) to ten (10) different parking systems of five hundred (500) or more combined paid on- and off-street parking spaces.	Proposer has less than five (5) years demonstrated parking management experience or poor reputation in undertakings similar to those in the RFP Scope of Services. Is operating or has operated within the past five (5) years, less than five hundred (500) combined paid on- and off-street parking spaces.
Project Manager and Management Support Personnel	The Proposer's nominated full-time, on-site Project Manager and Management Support Staff have exceptional municipal parking management and operations experience.	The Proposer's nominated full-time, on-site Project Manager and Management Support Staff have acceptable levels of significant municipal parking management and operations experience.	The Proposer's nominated full-time, on-site Project Manager and Management Support Staff have poor levels of municipal parking management and operations experience.
Approach, Staffing/Work Plan, Implementation Schedule	Exceptional Approach, Staffing/Work Plan and Implementation Schedule clearly addressing stated scope of services and specifications.	Acceptable Approach, Staffing/Work Plan and Implementation Schedule generally addressing stated scope of services and specifications.	Poor Approach, Staffing/Work Plan and Implementation Schedule inadequately addressing stated scope of services and specifications.

Rule for Award: The City will select the responsive and responsible firm(s) submitting the most advantageous total proposal to the City - taking into consideration the firm's comparative criteria rating evaluations from the non-price proposal as well as cost from the price proposals.

[illegible]

EXHIBIT B Interim Parking Plan During Construction



[illegible]

**Appendix
EXHIBIT D
Haverhill Monthly Parking Revenues
Fiscal Year 2024-25**

Haverhill Daily Meter Totals Fiscal 2024

	Transactions	Passport Transactions	Passport Totals	Meter Cash	Meter CC	Total*
2023						
July	7463	3760	\$7,730.68	\$ 7,730.68	\$ 10,353.13	\$18,083.81
August	8556	4514	\$6,878.10	\$ 8,928.68	\$ 11,727.32	\$20,656.00
September	7669	4113	\$8,856.07	\$ 10,504.13	\$ 10,810.63	\$21,314.76
October	6806	3817	\$7,708.60	\$ 9,460.70	\$ 9,511.59	\$18,972.29
November	5548	3712	\$6,727.67	\$ 8,073.09	\$ 7,999.66	\$16,072.75
December	5755	3990	\$6,998.58	\$ 8,441.37	\$ 8,178.74	\$16,620.11
2024						
January	4435	3862	\$7,391.67	\$ 8,770.37	\$ 5,841.87	\$14,612.24
February	5245	4180	\$7,238.20	\$ 8,807.97	\$ 6,885.95	\$15,693.92
March	6182	4595	\$7,174.30	\$ 8,730.18	\$ 8,250.18	\$16,980.36
April	5573	4265	\$7,764.23	\$ 9,372.88	\$ 7,336.85	\$16,709.73
May	5850	4557	\$6,910.78	\$ 8,457.44	\$ 7,731.47	\$16,188.91
June	5137	4505	\$7,497.20	\$ 8,909.25	\$ 6,709.71	\$15,618.96
Total	64029	42018	\$88,876.08	\$ 106,186.74	\$ 101,337.10	\$207,523.84

Haverhill Hangtag Totals Fiscal 2024

July	September	Quarter 1 2023		90	\$4,919.62
October	December	Quarter 2 2023		66	\$3,084.00
January	March	Quarter 3 2024		67	\$3,048.00
April	June	Quarter 4 2024		70	\$2,984.00
July	June	Annual 2024 - 2025		513	\$112,592.00
Total Hangtag Sales				806	\$126,627.62

Haverhill Totals Fiscal 2024

*Includes the Passport Payments

Total Meter Sales	\$207,523.84
Total Hangtag Sales	\$126,627.62
Refunds	-\$53.55
Haverhill Total	\$334,097.91

Haverhill Daily Meter Totals Fiscal 2025

Transactions	Passport Transactions	Passport Totals	Meter Cash	Meter CC	Total*
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2024

July	5348	3810	\$7,468.69	\$ 8,792.66	\$ 6,794.81	\$15,587.47
August	5620	4387	\$6,100.25	\$ 7,709.16	\$ 7,447.66	\$15,156.82
September	4670	3681	\$7,200.71	\$ 8,430.51	\$ 5,986.58	\$14,417.09
October	4416	3738	\$6,167.57	\$ 7,559.38	\$ 5,646.74	\$13,206.12
November	3430	3764	\$6,277.47	\$ 7,306.58	\$ 4,488.00	\$11,794.58
December	1874	2684			\$ 2,531.89	\$2,531.89

2025

January	2962	3889	\$11,062.83	\$ 12,172.88	\$ 4,074.22	\$16,247.10
February	1675	3737	\$7,150.13	\$ 7,871.19	\$ 1,865.63	\$9,736.82
March	3755	4415	\$6,847.50	\$ 8,259.35	\$ 4,732.73	\$12,992.08
April	5048	4411	\$7,747.28	\$ 8,970.35	\$ 6,737.53	\$15,707.88
May						\$0.00
June						\$0.00

Total	38798	38516	\$66,022.43	\$ 77,072.06	\$ 50,305.79	\$127,377.85
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Haverhill Hangtag Totals Fiscal 2025

July	September	Quarter 1 2024		33	\$1,827.48
October	December	Quarter 2 2024		59	\$3,372.00
January	March	Quarter 3 2025		52	\$2,776.00
April	June	Quarter 4 2025		42	\$2,320.00
July	June	Annual 2024 - 2025		106	\$23,352.00
		Total Hangtag Sales		292	\$33,647.48

Haverhill Totals Fiscal 2025

*Includes the Passport Payments

Total Meter Sales	\$127,377.85
Total Hangtag Sales	\$33,647.48
Refunds	
Haverhill Total	\$161,025.33

**Appendix
EXHIBIT E
FORM OF CONTRACT**

[Click on this link to view/download the draft Form of Contract for this RFP](#)

**Appendix
EXHIBIT F
Certifications**

NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: _____

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, & 39L, and with the requirements of M. G. L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of individual submitting proposal

Print Name

Name of Business

**RFP032.25
PARKING MANAGEMENT SERVICES
EXHIBIT G**

PRICE PROPOSAL SHEET

YEAR 1: August 1, 2025 to July 31, 2026

TOTAL ANNUAL PRICE – **PROPOSED** NON-ENFORCEMENT
SCOPE OF SERVICES:

\$ _____

TOTAL ANNUAL PRICE – **PROPOSED** ENFORCEMENT
SCOPE OF SERVICES:

\$ _____

YEAR 2: August 1, 2026 to July 31, 2027

TOTAL ANNUAL PRICE – **PROPOSED** NON-ENFORCEMENT
SCOPE OF SERVICES:

\$ _____

TOTAL ANNUAL PRICE – **PROPOSED** ENFORCEMENT
SCOPE OF SERVICES:

\$ _____

YEAR 3: August 1, 2027 to July 31, 2028

TOTAL ANNUAL PRICE – **PROPOSED** NON-ENFORCEMENT
SCOPE OF SERVICES:

\$ _____

TOTAL ANNUAL PRICE – **PROPOSED** ENFORCEMENT
SCOPE OF SERVICES:

\$ _____

YEAR 4 (Optional Year 1): August 1, 2028 to July 31, 2029

TOTAL ANNUAL PRICE – **PROPOSED** NON-ENFORCEMENT
SCOPE OF SERVICES:

\$ _____

TOTAL ANNUAL PRICE – **PROPOSED** ENFORCEMENT
SCOPE OF SERVICES:

\$ _____

YEAR 5 (Optional Year 2): August 1, 2029 to July 31, 2030

TOTAL ANNUAL PRICE – **PROPOSED** NON-ENFORCEMENT
SCOPE OF SERVICES:

\$ _____

TOTAL ANNUAL PRICE – **PROPOSED** ENFORCEMENT
SCOPE OF SERVICES:

\$ _____

We acknowledge receipt of Addendum # _____ (if issued).

Company: _____

Address: _____

Signature of Company Official: _____

Printed Name of Company Official: _____

Title of Company Official:

Phone Number:

E-Mail:

Date:



CITY OF HAVERHILL

CONTRACT FOR PARKING MANAGEMENT SERVICES

This Contract is entered into on, or as of, this date of _____, 2025, by and between the City of Haverhill, 4 Summer Street, Haverhill, MA 01830 (the "City"), and _____, a corporation duly organized and existing under the laws of the Commonwealth/or as a D/B/A duly registered at _____ (the "Contractor").

1. This is a Contract for the procurement of the following services:

The provision of Parking Management Services in the downtown Haverhill commercial areas per the specifications, requirements, and provisions of RFP032.25, and the Contractor's proposal.

2. The Contract price to be paid to the Contractor by the City is:

\$ _____

3. Payment will be made as follows:

- 3.1. If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the City Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).
- 3.2. Fees and Reimbursable Costs combined shall not exceed \$ N/A as more fully set forth in the Contractor Documents.
- 3.3. There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The City will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.
- 3.4. Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the City when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

- 4.1. The Contractor shall provide and maintain throughout the life of the contract the following bonds, payable to the City of Haverhill, executed by an insurance company authorized to do business in the Commonwealth of Massachusetts, and rated at the highest level by a nationally recognized rating organization:

- a. Performance Bond covering the full and faithful performance of the contract in an amount not less than \$1,000,000.
- b. Surety Bond covering loss of any money in an amount not less than \$500,000.
- c. Employee Bonding at \$500,000 minimum per employee.

5. Definitions:

- 5.1. Acceptance: All Contracts require proper acceptance of the described goods or services by the City. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the City to ensure that the goods or services are complete and are as specified in the Contract.
- 5.2. Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3. The Contractor: The "other party" to any Contract with the City. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4. Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 5.5. Goods: Goods, Supplies, Services or Materials.
- 5.6. Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7. Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the City, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the City Auditor. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the City is required to make under this Contract shall be subject to appropriation or other availability of funds as

certified by the City Auditor. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the City. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the City.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor prior to commencement of the Services and shall be maintained throughout the duration of the Contract.

9. Termination and Default:

- 9.1. Without Cause. The City may terminate this Contract on seven (7) calendar days' notice when in the City's sole discretion it determines it is in the best interests of the City to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2. For Cause. If the Contractor is determined by the City to be in default of any term or condition of this Contract, the City may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3. Default. The following shall constitute events of a default under the Contract: (1) any material misrepresentation made by the Contractor to the City; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to promptly re-perform within a reasonable time services that were rejected by the City as a result of negligent acts, errors, or omissions by the Contractor, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and City bylaw and/or regulations.

10. Suspension or Delay

The City may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the City may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for

the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the City's Remedies:

- 11.1. Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the City of Haverhill shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.
- 11.2. From any sums due to the Contractor for services, the City may keep the whole or any part of the amount for expenses, losses and Damages incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1. This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:
 - a. General Laws Chapter 30B – Procurement of Goods and Services.
 - b. General Laws Chapter 30, Sec. 39, et seq: - Public Works Contracts.
 - c. General Laws Chapter 149, Section 44A, et seq: Public Buildings Contracts.
- 12.2. Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities, such law or regulation shall control.
- 12.3. The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the City harmless for and against any and all fines, penalties or monetary liabilities incurred by the City as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the City. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the City, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The City agrees to make reasonable effort to notify the

Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

13. Conflict of Interest:

Both the City and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the City that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

- 15.1. The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the City as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.
- 15.2. As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:
 - a. Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
 - b. Placement of solicitations and advertisements for employees in media that reaches minority groups;
 - c. Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
 - d. Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
 - e. Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
 - f. Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
 - g. Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

- 15.3. The Contractor, if applicable, shall include in all compliance and progress reports submitted to the City a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.4. A copy of any such report as described above, shall be filed in the office of the City Clerk and shall upon said filing become a public record.
- 15.5. The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.6. The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.7. In determining whether steps taken by the Contractor constitute Affirmative Action, the City shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the City.

17. Condition of Enforceability Against the City:

This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the City Mayor, Department Head, and Purchasing Director; and (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; and (3) endorsed with approval by the City Solicitor as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the City of Haverhill unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. Minimum Wage/Prevailing Wage:

In applicable, the Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (Prevailing Wage).

20. Contractor's Personnel

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the City.

21. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the City of Haverhill shall be individually or personally liable on any obligation of the City under this Contract.

22. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the City, the City's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor hereby agrees to reimburse the City for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the City's gross negligence or willful misconduct.

22.1. The Contractor hereby agrees to indemnify and hold harmless the City, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

22.2. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

- 22.3. In any and all claims against the City or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 22.4. The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.
- 22.5. The City agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

23. Insurance

23.1. Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor agrees to indemnify the City for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The City agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the City a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the City.

23.2. Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the City of Haverhill as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the City as an additional insured (except Workers' Compensation). The Contractor shall notify the City immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the City at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the City upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the notices required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the City.

24. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the City, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the City, in the United States or any other country. The City shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the City shall vest in the City at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the City before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

25. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the City for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a City employee as a result of work performed pursuant to the terms of this Contract.

26. Payment

The City agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the City of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

21. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the City nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

22. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF the parties have hereto and to other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

City of Haverhill:

For the Contractor:

Mayor Date
Melinda E. Barrett

Signature Date

Steven S. Bucuzzo Date
Purchasing Director

Print Name & Title

Robert E. Ward
Department Head

Certified as to Availability of Funding
Pursuant to M.G.L. c. 44, §31(c)

Corporate Secretary
Print Name:

Angel Perkins
Director of Finance & City Auditor

Approved as to Form:

City Solicitor Date

Print Name

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Signature

Date

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose principal place of business is at _____
name of contractor

_____, does hereby certify under the pains and penalties
of perjury that _____ has paid all Massachusetts
name of contractor

taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting
of employees and contractors, and withholding and remitting child support.

Signature

Date

Print Name

Federal Tax ID # or Social Security #

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

CITY COUNCIL

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



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
CITYCOUNCIL@HAVERHILLMA.GOV

616

July 14, 2025

To: President and Members of the City Council

Councilor McGonagle requests to introduce Commander Michael Ingham and other members from the Disabled American Veterans, Hannah Dustin Chapter 20 to talk about their upcoming golf tournament being held on August 1st at Far Corners Golf Course.

Michael McGonagle
Councilor Michael McGonagle

(Meeting: 7.22.25)



Haverhill

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

8.11

July 9, 2025

JUL 9 PM 12:49
HAVCITYCLERK

To: President Sullivan and Members of the Haverhill City Council,

I am writing to inform you that a Preliminary Election has been scheduled for **Tuesday, September 9, 2025**. As of now, an election will be held in **Ward 4**, with the possibility of additional contests pending the final filing of nomination papers, which are due in mid-July.

The City Clerk's Office will be fully engaged in administering all election related logistics on that day. As a result, I will be **unable to provide staff support for the City Council meeting** scheduled that evening.

In light of this, I respectfully request that the **September 9th** City Council meeting be canceled to allow our office to focus entirely on conducting the election.

Thank you for your understanding and continued support as we work to ensure a smooth and accessible election process for the voters of Haverhill.

Respectfully,

Kaitlin M. Wright, CMC
City Clerk



8.2

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

HAVERHILL CITY CLERK JUL 8 '25 10:40

July 7, 2025

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Christine Webb, MAA
Assessor

Transaction Summary All Years
City of Haverhill

All Entry Date range 06/01/2025 through 06/30/2025 for Abatements,Exemptions

Totals	Tax Paid	Interest Paid	Fees Paid	Tax Reversals	Interest Reversals	Fee Reversals	Refunds	Refund Reversals	Abate	Exemp	Adjust	Transfers
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	262.28	0.00	0.00	0.00
2023 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	262.28	0.00	0.00	0.00
2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	262.28	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,792.02	0.00	0.00	0.00
2024 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,792.02	0.00	0.00	0.00
2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,792.02	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.00	0.00	0.00	0.00
2025 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,382.82	0.00	0.00	0.00
2025 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,382.82	0.00	0.00	0.00
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	0.00
2025 Real Estate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	0.00
2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,420.82	60.00	0.00	0.00
Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,475.12	60.00	0.00	0.00
Total All Charges										38,535.12		

Total All Charges: Add all columns except Adjustments.



Haverhill

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

8.3

July 17, 2025

**MEMO TO: CITY COUNCIL PRESIDENT THOMAS J. SULLIVAN AND
MEMBERS OF THE CITY COUNCIL**

Subject: Road Opening, 119 South Elm St, EROM-25-10

As the subject street was paved within the last 5 years, Council approval is required to open the roadway to install anode at main at the existing test station. I am supportive of this request, and The Engineering Office will require proper trench compaction and either infrared treatment or proper repaving over the limits of new trenching.

Please contact me if you have any questions.

Sincerely,

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

JUL 17 PM 12:25
HAVCITYCLERK

C: Mayor Barrett, Ward, Mead



DOCUMENT

8.3.1

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City Council approve the requests to excavate at the following location to install anode at main at existing test station:
South Elm #119

The roadway has been paved in the last 5 years and in accordance with Chapter 222, Section 11, Restrictions on future paving of the Municipal Ordinances, Council approval is necessary.

JUL 17 PM 12:28
HAUGCITYCLERK



Haverhill

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

8.4

July 17, 2025


JUL 17 PM12:27
HAVCITYCLERK

**MEMO TO: CITY COUNCIL PRESIDENT THOMAS J. SULLIVAN AND
MEMBERS OF THE CITY COUNCIL**

Subject: Road Opening, 97 Arlington St, EROM-25-9

As the subject street was paved within the last 5 years, Council approval is required to open the roadway to repair a grade 2 gas leak. I am supportive of this request, and The Engineering Office will require proper trench compaction and either infrared treatment or proper repaving over the limits of new trenching.

Please contact me if you have any questions.

Sincerely,

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

JUL 17 PM12:25
HAVCITYCLERK

C: Mayor Barrett, Ward, Mead



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

JUL 17 PM 12:28
HAVERHILL CITY CLERK

8.4.1

ORDERED:

That the City Council approve the requests to excavate at the following location for the repair of a grade 2 gas leak:
Arlington St #97

The roadway has been paved in the last 5 years and in accordance with Chapter 222, Section 11, Restrictions on future paving of the Municipal Ordinances, Council approval is necessary.



Haverhill

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

(8.5)

July 17, 2025

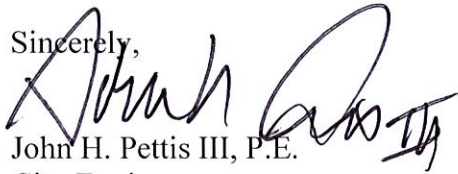
**MEMO TO: CITY COUNCIL PRESIDENT THOMAS J. SULLIVAN AND
MEMBERS OF THE CITY COUNCIL**

Subject: Road Opening, 1 Emma Rose Circle, EROM-25-8

As the subject street was paved within the last 5 years, Council approval is required to open the roadway to install 12" water main. I am supportive of this request, and The Engineering Office will require proper trench compaction and either infrared treatment or proper repaving over the limits of new trenching.

Please contact me if you have any questions.

Sincerely,



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

JUL 17 PM 12:25
HAVCITYCLERK

C: Mayor Barrett, Ward, Mead



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

8.511

ORDERED:

That the City Council approve the requests to excavate at the following location for the installation of 12-inch water main:
Emma Rose Circle #1

JUL 17 PM 12:27
HVCITYCLERK

The roadway has been paved in the last 5 years and in accordance with Chapter 222, Section 11, Restrictions on future paving of the Municipal Ordinances, Council approval is necessary.

Hearing July 22, 2025

86

WR# 31121049 – Broadway

Questions contact – Joseph Prah – 508-482-1053 or joseph.prah@nationalgrid.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To The City Council
Of Haverhill, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Broadway - National Grid to install 1 JO pole on Broadway beginning at a point approximately 50 feet West of the centerline of the intersection of Broadway & liberty Street. National Grid will install 45FT class H1 pole between P150 and P151 Broadway, Haverhill. Pole will be located on town property and be labeled 150-50.

Location approximately as shown on plan attached.

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

No.# 31121049

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

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

Massachusetts Electric Company d/b/a
NATIONAL GRID *Dave Johnson*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

IN CITY COUNCIL: July 8 2025
HEARING TO BE HELD JULY 22 2025
Attest:

City Clerk

Hearing July 22, 2025



May 9, 2025

WR# 31121049 - Broadway

To the City of Haverhill, Massachusetts

To Whom It May Concern:

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

**WR# 31121049 – Broadway
Install 1 JO pole # 150-50
Broadway, Haverhill, MA**

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

Joseph Prah (508) 482-1053 or joseph.prah@nationalgrid.com

Please notify National Grid's Jennifer Iannalfo of the **hearing date / time** to Jennifer.Iannalfo@nationalgrid.com

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

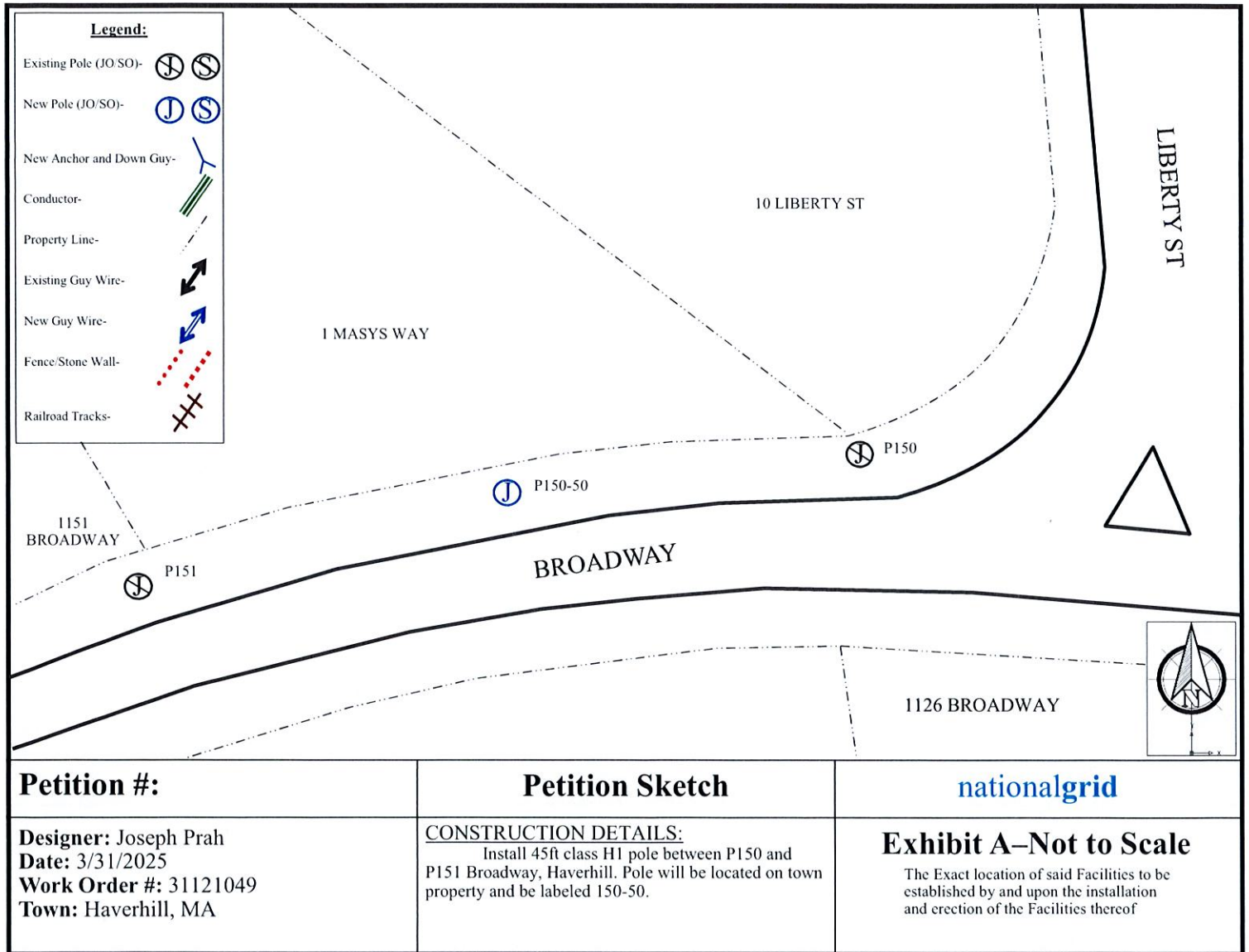
National Grid: Jennifer Iannalfo, 1101 Turnpike Street; North Andover, MA 01845
978-725-2308.

Very truly yours,

Dave Johnson

Dave Johnson
Supervisor, Distribution Design

Enclosures



86-B

WR# 31121049 – Broadway

9.1.11

May 9, 2025

Questions contact – Joseph Prah – 508-482-1053 or joseph.prah@nationalgrid.com

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council Of Haverhill, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 31st day of March, 2025.

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

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

No.# 31121049

Filed with this order:

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

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

Broadway - National Grid to install 1 JO pole on Broadway beginning at a point approximately 50 feet West of the centerline of the intersection of Broadway & liberty Street. National Grid will install 45FT class H1 pole between P150 and P151 Broadway, Haverhill. Pole will be located on town property and be labeled 150-50.

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

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

For Hearing July 22, 2025

86-B

Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 ____.

City/Town Clerk.

Massachusetts 20 ____.

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

Attest:
City/Town Clerk

I hereby certify that on _____ 20 ____, at _____ o'clock, M
At _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND,
INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded,
and that we mailed at least seven days before said hearing a written notice of the time and place of
said hearing to each of the owners of real estate (as determined by the last preceding assessment
for taxation) along the ways or parts of ways upon which the Company is permitted to erect
Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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

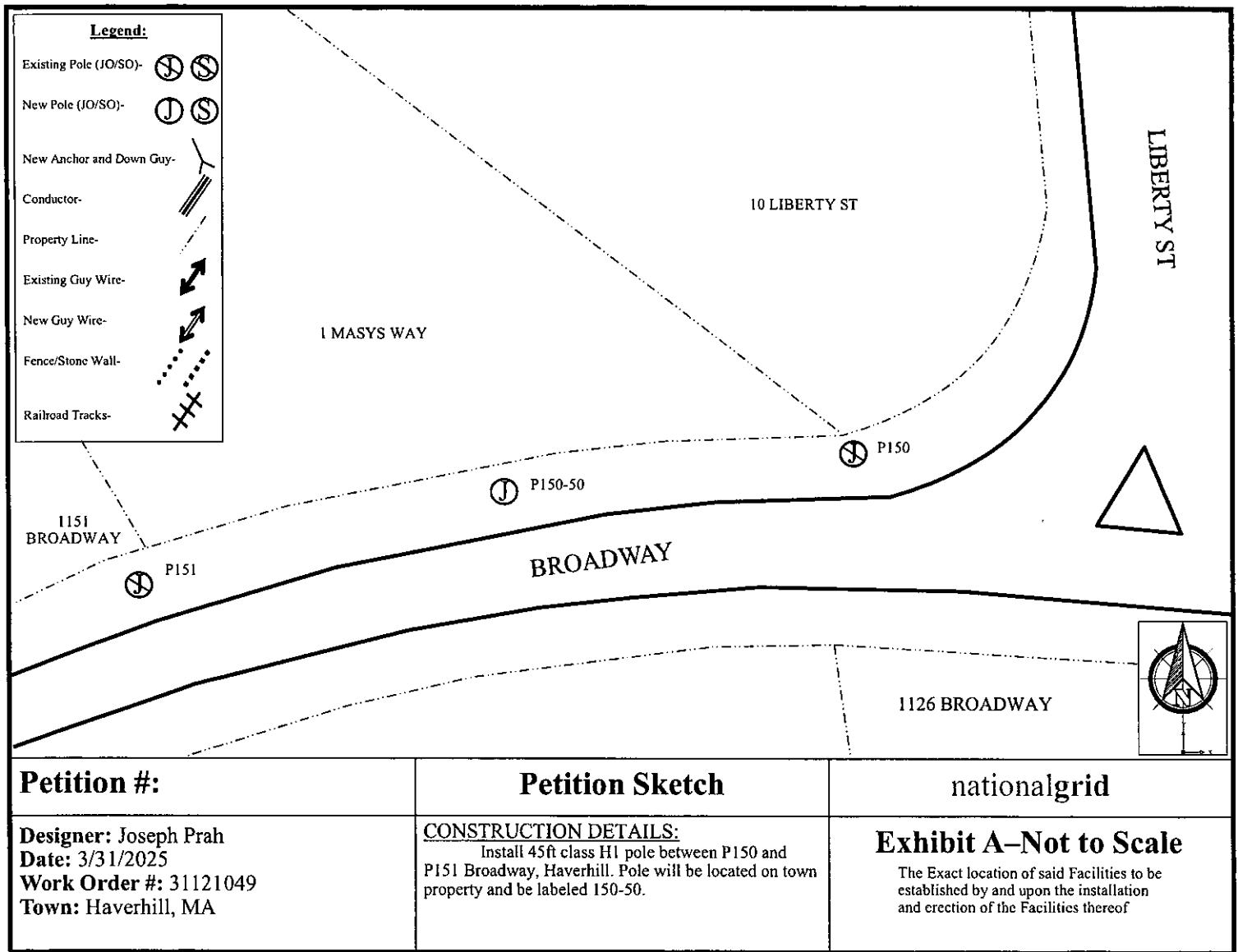
Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:
City/Town Clerk

For Hearing July 22, 2025



City Council Permit - Storage Containers**CCSC-25-1**

Submitted On: May 21, 2025

Applicant

 Ryan Walsh
 9786414336
@ryanwalsh346@gmail.com

Primary Location

558 AMESBURY RD
Haverhill, MA 01830

*Hearings July 22**2025***Project Information****Estimated Cost - Do Not Use Dollar Symbol (\$)**

0

Have you applied for a storage container permit in Inspectional and exhausted the allotted time period?

Yes

Who is Filling Out the Application?

Property Owner

Property Type

Residential

Brief Description of Proposed Work

Two storage containers on property for longer than 6 months

Proposed Use

Household items, tractor.

How long do you anticipate having the container on site?

12 months

Signature

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

true

IN CITY COUNCIL: July 8, 2025

VOTED THAT HEARING BE HELD July 22 2025

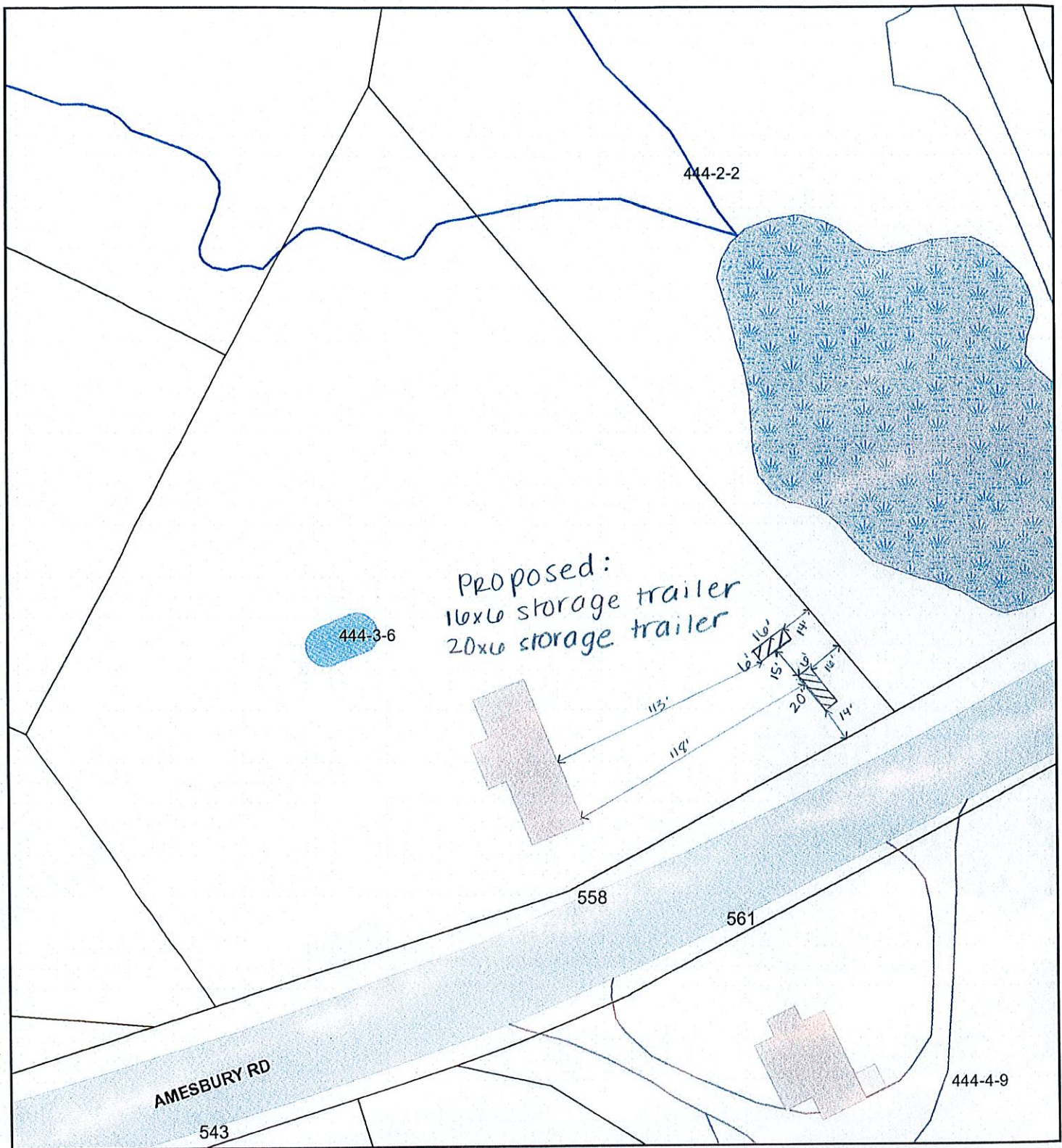
Attest:

City Clerk

JUN 24 PM 12:35
HAVCITYCLERK







BUILDING PERMIT PLOT PLAN #123274

Address 558 Amesbury Rd.

Map 444 Block 3 Lot 6

Date 11/19/24 Scale 1-IN. = 100 FT.

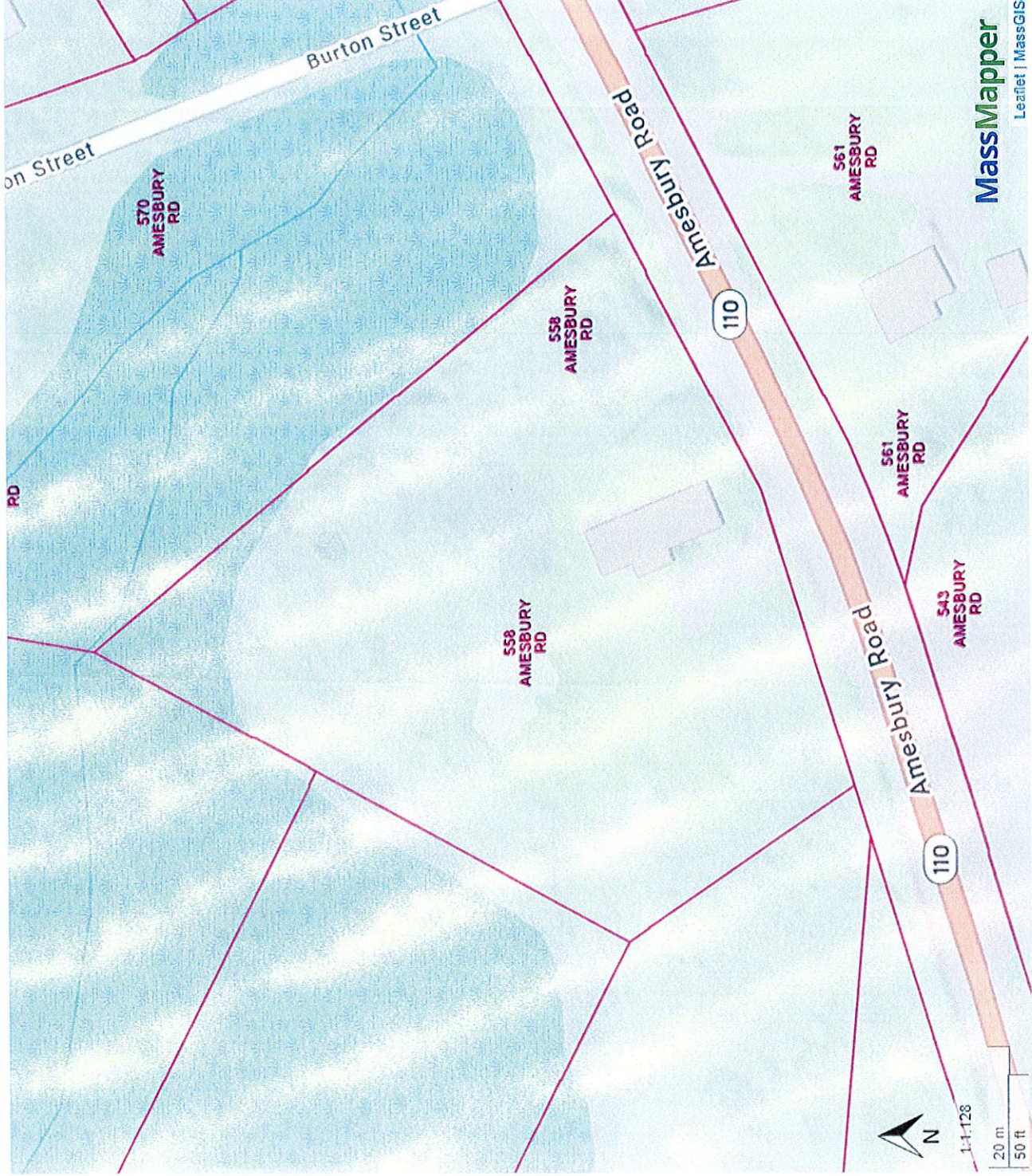
Rev. / / By CS

Email RyanWalsh346@gmail.com This is NOT the Building Permit!



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

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





Haverhill

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

July 9, 2025

NOTICE OF PUBLIC HEARING

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

Notice is hereby given that a hearing will be held for all parties interested, in a public meeting (virtual/in person), on Tuesday, July 22, 2025 ; at 7:00 pm on a request from Ryan Walsh to keep 2 storage containers for longer than 6 months on his property at 558 Amesbury rd.

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

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

Kaitlin M Wright
City Clerk

Abutters notification



Building Inspector Review

Record No. CCSC-25-1

Status Completed

Became Active May 27, 2025

Assignee Tom Bridgewater

Due Date None




Primary Location

558 AMESBURY RD
Haverhill, MA 01830

Owner

WALSH RYAN A-ETUX WALSH
JAMIELEIGH
AMESBURY RD 558 HAVERHILL, MA
01830

Applicant

 Ryan Walsh
 978-641-4336
 ryanwalsh346@gmail.com
 558 amesbury road
HAVERHILL, MA 01830

Messages

Kaitlin Wright

June 4, 2025 at 9:07 am

@Tom Bridgewater Please review!

Kaitlin Wright

June 17, 2025 at 3:48 pm

@Tom Bridgewater pinging you again, please review!

Tom Bridgewater

June 24, 2025 at 12:07 pm

The use of more than two regulated storage containers, or the use of a regulated storage container for more than six months, shall require the issuance of a permit by the City Council. Prior to hearing any application for a permit, seven days' written notice of the application and the hearing date shall be sent to all immediate abutters by regular mail. Regulated storage containers must comply with all accessory setback requirements of this chapter. The trailers meet the setback requirements for an Accessory Structure



Conservation Department Review

Record No.CCSC-25-1

Status Completed

Became Active June 24, 2025

Assignee Robert Moore

Due Date None





Primary Location

558 AMESBURY RD
Haverhill, MA 01830

Owner

WALSH RYAN A-ETUX WALSH
JAMIELEIGH
AMESBURY RD 558 HAVERHILL, MA
01830

Applicant

 Ryan Walsh
 978-641-4336
 ryanwalsh346@gmail.com
 558 amesbury road
HAVERHILL, MA 01830

Messages

Robert Moore

July 9, 2025 at 8:46 am

I agree with the Water Supply review. These more permanent containers should be relocated to the southwest corner of the lot to be removed from the Zone A, as well as to be removed from the 100-year floodplain and to increase the distance from the closest wetland area.

Step Activity

OpenGov system activated this step

06/24/2025 at 12:33 pm

OpenGov system assigned this step to Robert Moore

06/24/2025 at 12:33 pm

Robert Moore approved this step

07/09/2025 at 8:46 am



Water Supply Review

Record No. CCSC-25-1

Status Completed

Became Active June 24, 2025

Assignee John D'Aoust

Due Date None



Primary Location

558 AMESBURY RD
Haverhill, MA 01830

Owner

WALSH RYAN A-ETUX WALSH
JAMIELEIGH
AMESBURY RD 558 HAVERHILL, MA
01830

Applicant

 Ryan Walsh
 978-641-4336
 ryanwalsh346@gmail.com
 558 amesbury road
HAVERHILL, MA 01830

Step Activity

Robert Moore added this record step

06/24/2025 at 3:08 pm

John D'Aoust approved this step

07/02/2025 at 10:57 am

MELINDA E BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

RECORDED
9-10-2025

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

11.2.1

July 17, 2025

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

From: Mayor Melinda E. Barrett

RE: Alan Foucault – Harbor Commission - Reappointment

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

I hereby reappoint Alan Foucault, 124 Kenoza Street, Haverhill, to the Harbor Commission. This is a non-confirming appointment which takes effect immediately and expires on July 31st, 2026.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

cc: Sandra O'Dea

MELINDA E BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

RECEIVED
JUL 20 2025
CITY CLERK

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

11.2.2

July 17, 2025

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

From: Mayor Melinda E. Barrett

RE: Philip Wysocki – Harbor Commission - Reappointment

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

I hereby reappoint Philip Wysocki, 8 Philip Street, Haverhill to the Harbor Commission. This is a non-confirming appointment which takes effect immediately and expires on July 31st, 2026.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

Cc: Sandra O'Dea

Hearing September 16
2025

WR# 31044543 – Jaffarian Road

1211

Questions contact – Adam Dion (703) 676-0671 or adam.dion@leidos.com

Petition of the Massachusetts Electric Company d/b/a NATIONAL GRID
Of NORTH ANDOVER, MASSACHUSETTS
For Electric Conduit Location:

To the City Council of Haverhill, Massachusetts

JUL 15 PM 3:20
HAVCITYCLERK

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

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

The following are the streets and highways referred to:

WR# 31044543

Jaffarian Road - National Grid proposes to install underground facilities, beginning at a point approximately 12550 feet North-East of the centerline of the intersection of Jaffarian Road, Fieldstone Way and Singingwoord Drive. To improve system reliability, National Grid will be installing; Approximately 28 ft of 2-3" 1-1/C #2 AL - trenching. Approximately 1,572 ft of 2-2" 1-1/C # 2 AL CIC - directional drill HDD. 2 Heavy duty hand holes and 3 primary Pull Boxes, Haverhill, MA 01830.

Location approximately as shown on plan attached.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Dave Johnson*

BY _____
Engineering Department



9/16 Hearing.

WR# 3104543 – Jaffarian Road

July 10, 2025

The City Council of Haverhill, Massachusetts

To Whom It May Concern:

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

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

Adam Dion – (703) 676-0671 or adam.dion@leidos.com

WR# 3104543

UG Petition on Jaffarian Rd., Fieldstone Way, Singingwood Dr.

Please notify National Grid's Jennifer Iannalfo of the **hearing date / time** to Jennifer.Iannalfo@nationalgrid.com

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

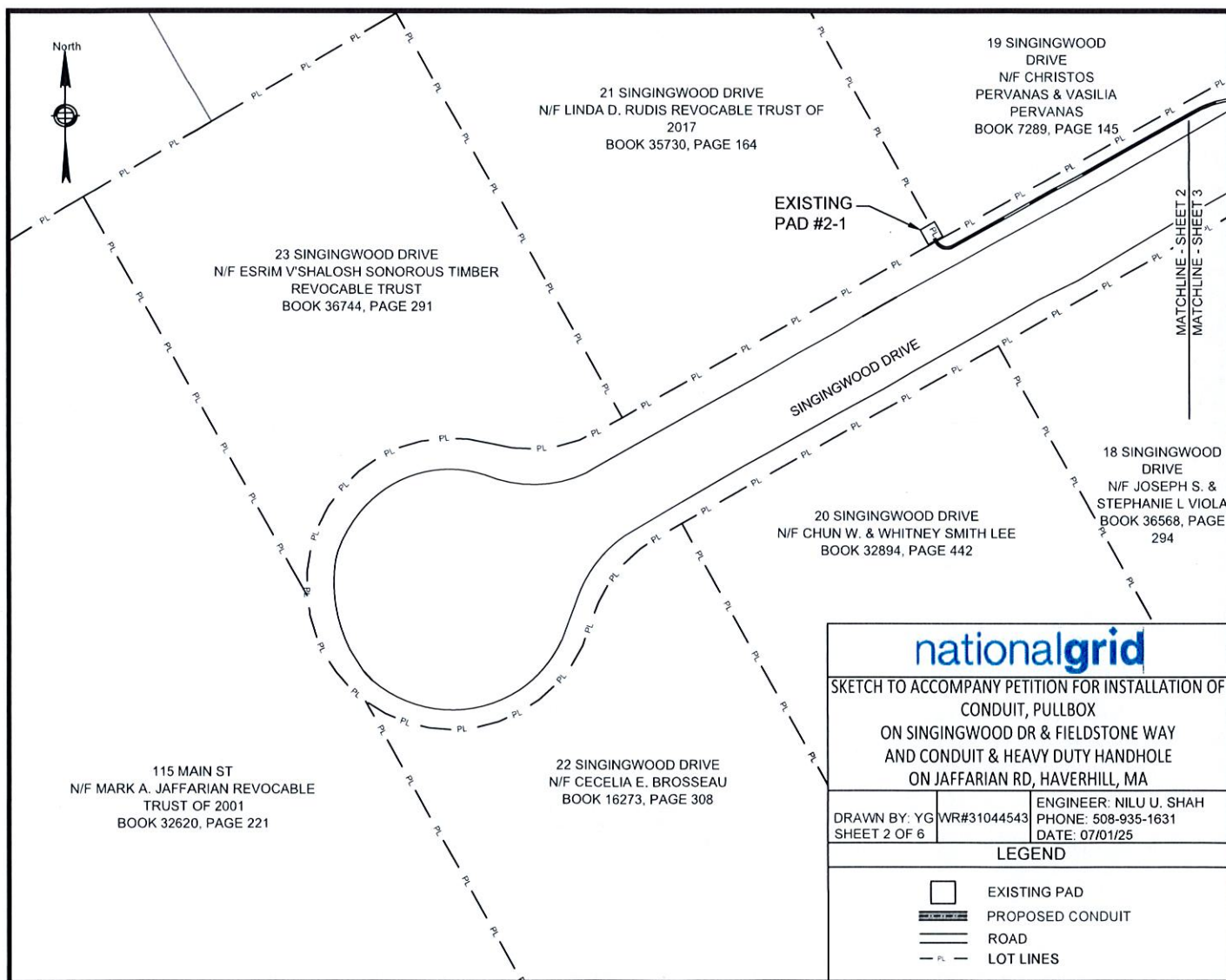
National Grid: Jennifer Iannalfo; 1101 Turnpike Street; North Andover, MA 01845.

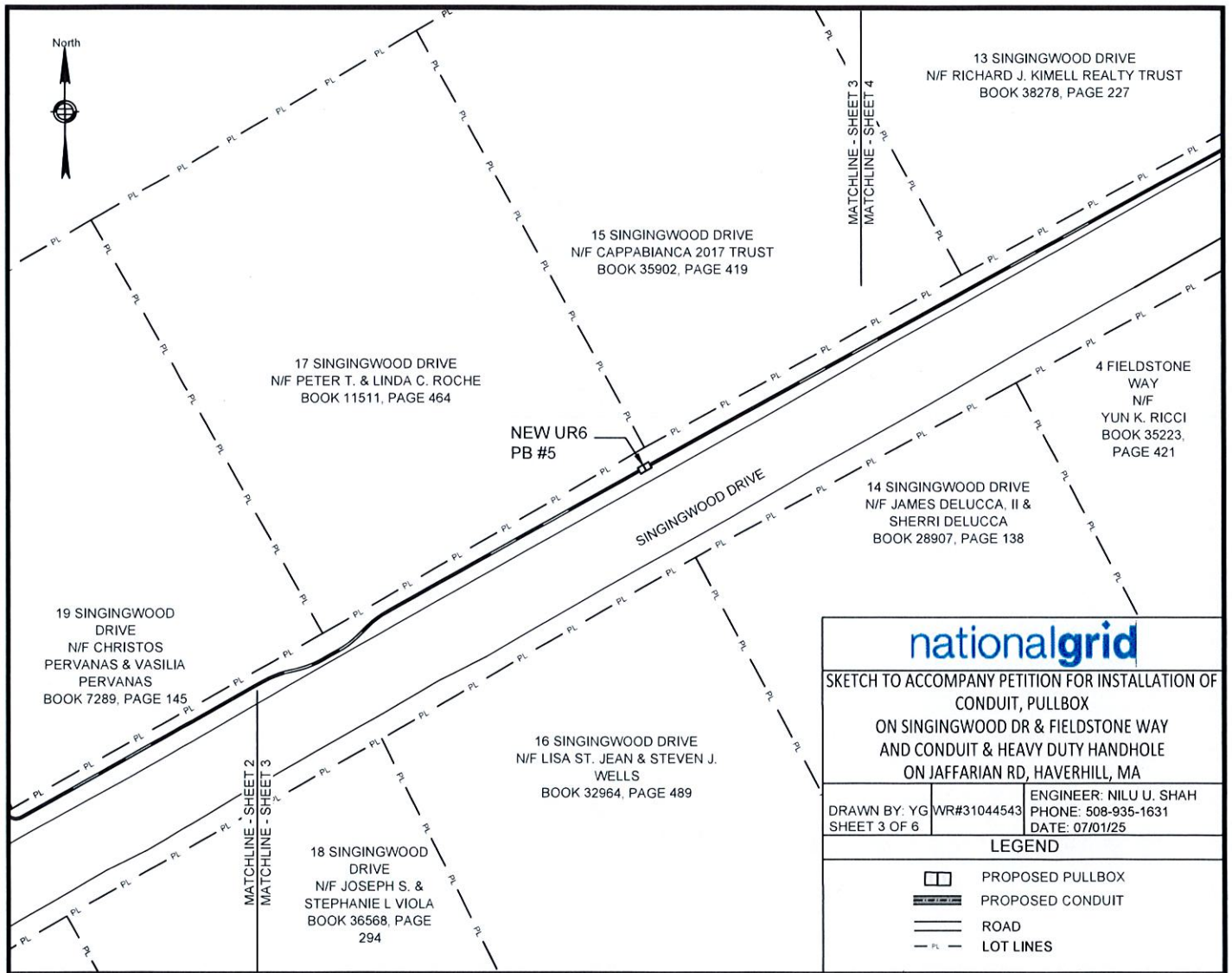
Very truly yours,

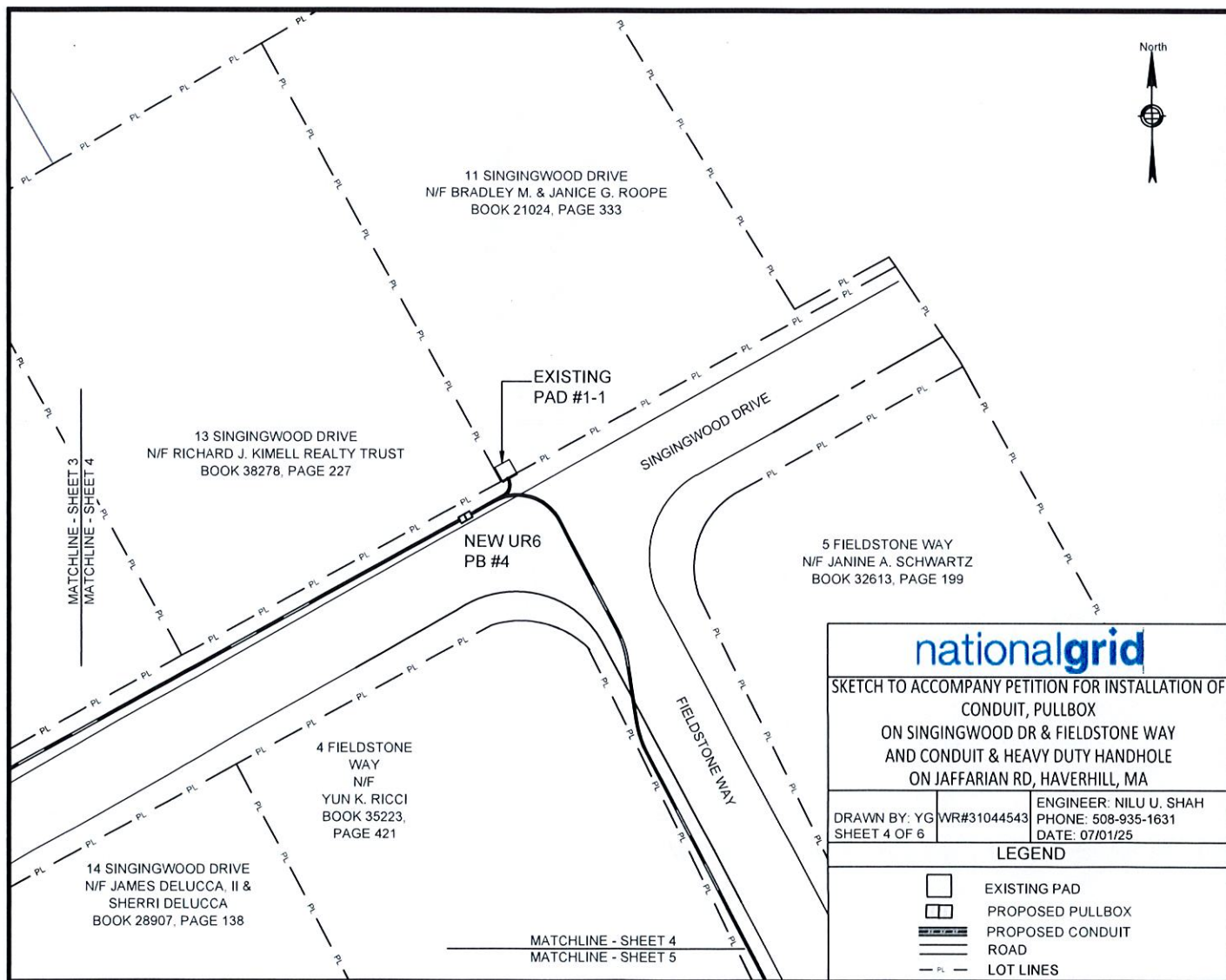
Dave Johnson

Dave Johnson
Supervisor, Distribution Design

Enclosures












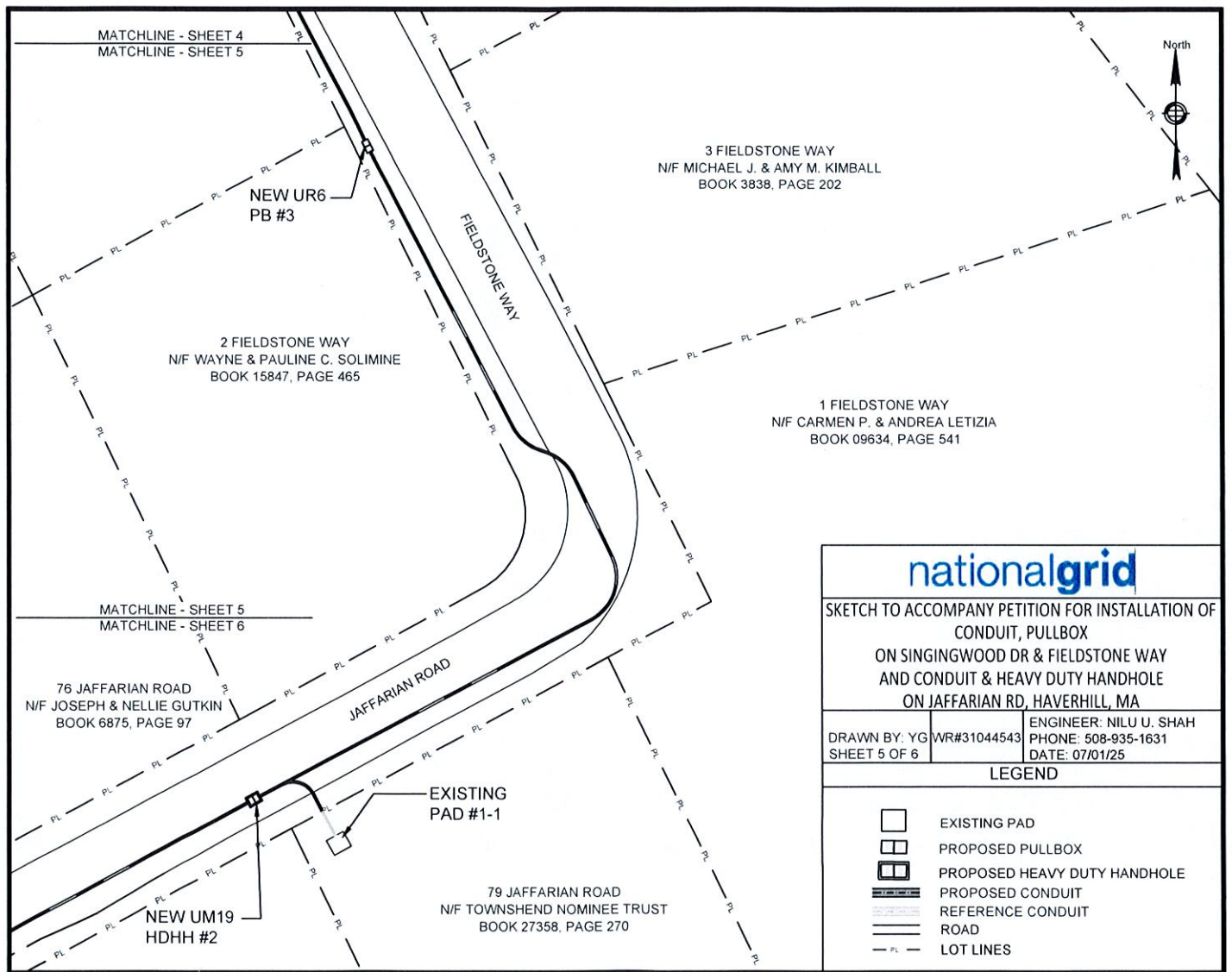
nationalgrid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
CONDUIT, PULLBOX
ON SINGINGWOOD DR & FIELDSTONE WAY
AND CONDUIT & HEAVY DUTY HANDHOLE
ON JAFFARIAN RD, HAVERHILL, MA

DRAWN BY: YG	WR#31044543	ENGINEER: NILU U. SHAH
SHEET 4 OF 6		PHONE: 508-935-1631
		DATE: 07/01/25

LEGEND

- | | |
|---|------------------|
|  | EXISTING PAD |
|  | PROPOSED PULLBOX |
|  | PROPOSED CONDUIT |
|  | ROAD |
|  | LOT LINES |



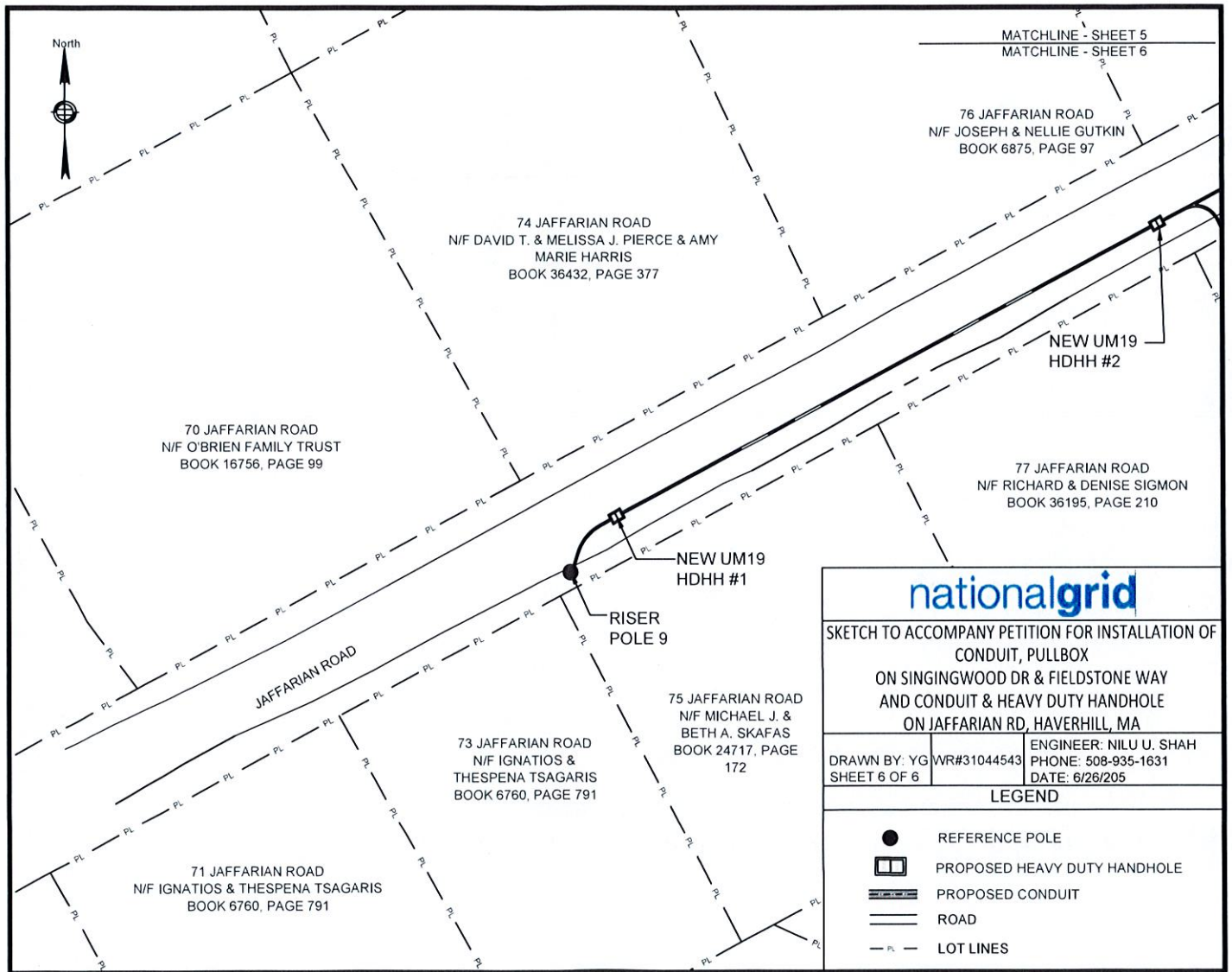
nationalgrid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
CONDUIT, PULLBOX
ON SINGINGWOOD DR & FIELDSTONE WAY
AND CONDUIT & HEAVY DUTY HANDHOLE
ON JAFFARIAN RD, HAVERHILL, MA

DRAWN BY: YG	WR#31044543	ENGINEER: NILU U. SHAH
SHEET 5 OF 6		PHONE: 508-935-1631
		DATE: 07/01/25

LEGEND

- | | |
|--|------------------------------|
| | EXISTING PAD |
| | PROPOSED PULLBOX |
| | PROPOSED HEAVY DUTY HANDHOLE |
| | PROPOSED CONDUIT |
| | REFERENCE CONDUIT |
| | ROAD |
| | LOT LINES |





Haverhill

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

July 23, 2025

PUBLIC HEARING

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

Notice is hereby given that the following application for a license to store, keep, and use INFLAMMABLE LIQUIDS has been made to the City Clerk and the City Council will conduct a hearing for all parties interested, in a hybrid meeting (virtual/in person), on Tuesday, September 23, 2025; at 7:00 PM. This notice is given under the provisions of Chapter 148 of the General Laws - Steven J Eddy; requesting to store 32,000 gallons of diesel fuel at proposed fueling station to be stored underground at 298 Amesbury Rd.

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

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

Advertise: September 4 & September 11, 2025
Haverhill Gazette

Kaitlin M, Wright, CMC
City Clerk

City Council Special Permit**CCSP-25-6**

Submitted On: May 22, 2025

Applicant

👤 Marcos Devers
☎ 9788047588
@ mdjincorporated@comcast.net

Primary Location

43 JACKSON ST
Haverhill, MA 01832

12,3

Hearing
Sept 30, 2025

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

Attorney/Agent

Applicant Business/Firm Phone

978-804-7588

Applicant Business/Firm City

Lawrence

Applicant Business/Firm Zip

01841

Client Business Name

Evelin Perez

Client Email

lvinperez06@icloud.com

Client City

Lawrence

Client Zip

01841

Client Business Structure

Sole Proprietorship

Applicant Business/Firm Name

MDJ Incorporated

Applicant Business/Firm Address

16 Woodland St

Applicant Business/Firm State

MA

Client Name

Evelin Perez

Client Phone

978-387-9076

Client Address

19 Custer St

Client State

MA

Client County

Essex

New Field

None

Ads
9/11 + 9/18

JUL 9 AM 11:40
HAVCITYCLERK

Property Information**Proposed Housing Plan Name**

Conversion of 2-Family to Three-Family Dwelling

How Long Owned by Current Owner?

3 Years

Lot Dimension(s)

11,700 s.f.

Zoning District Where Property Located

RU - Residential Urban Density

Deed Recorded in Essex South Registry: Page

484

Proposed Street Name(s)

43 Jackson St

Type of Dwelling(s) Planned in Project

Multi-Family

Registry Plat Number, Block & Lot

513-284-7

Deed Recorded in Essex South Registry: Block Number

42559

Does the Property Have Multiple Lots?

No

Thoroughly Describe the Reason(s) for thre Special Permit

The reconstruction, extension and structural conversion and increase of existing use of a 2-Family to Three-Family Dwelling structure in such a manner as to increase the livable space, including the extension of an exterior wall at or along the same setback distance from the left side property line.,

Property Description

The project involves renovating and reconstructing an existing two-family dwelling, converting it into a three-family dwelling. The current owner purchased the subject property in June 2022. The property encompasses 0.173 acres and features a wood-framed structure classified as a two-family residential dwelling, situated within a RU Zoning 3-family District. The deteriorating rear space will be demolished and rebuilt, a deck will be added, and the dwelling will be converted from a two-family to a three-family residence. These conditions primarily affect the property for which a variance is sought but do not significantly impact the zoning district in which it is situated.

Current Property Use	TOTAL Number of Units Planned
Condominiums/Apartments	3

TOTAL Number of Parking Spaces Planned
6

Planned Lot Use

Lot Number	Lot Plat Number, Book, Lot
Lot 1	513-284-7
Lot Dimensions	Number of Existing Buildings on Lot
11,700 s.f.	1
Size of Existing Building(s) on Lot	Number of Buildings Planned for Lot
2848	1
Size of Proposed Building(s)	Number of Families to be Accommodated
2848	3
Extent of Proposed Alterations	IF OTHER ALTERATIONS, Please Describe
Addition	New deck
Types of Units Planned on Lot	Number of Units Planned on Lot
Addition to Existing Home	3

Special Circumstances

Building Coverage	Dimensional Variance
true	--
Front Yard Setback	Side Yard Setback
--	true
Rear Yard Setback	Lot Frontage
true	--
Lot Depth	Lot Area
--	--
Building Height	Floor Area Ratio
--	true
Open Space	Parking
--	true
Sign Size	Use
--	true
Other	
--	

Hearing Waiver

Agrees

Yes

Agreement & Signature

Agrees

true

PLEASE READ



CCSP-25-6
City Council Special
Permit
Status: Active
Submitted On: 5/22/2025

Primary Location
43 JACKSON ST
Haverhill, MA 01832

Owner
ADAMES DINELSON A EVELIN
PEREZ DE COLON MARTINEZ
VICTOR
JACKSON ST 43 HAVERHILL,
MA 01832

Applicant
 Marcos Devers
 978-804-7588
 mdjincorporated@comcast.net
 16 Woodland St
Lawrence, MA 01841

Applicant Information

What is Your Role in This Process?*

Attorney/Agent

Applicant Business/Firm Name*

MDJ Incorporated

Applicant Business/Firm Phone*

978-804-7588

Applicant Business/Firm Address*

16 Woodland St

Applicant Business/Firm City*

Lawrence

Applicant Business/Firm State*

MA

Applicant Business/Firm Zip*

01841

Client Name*

Evelin Perez

Client Business Name*

Evelin Perez

Client Phone*

978-387-9076

Client Email*

lvinperez06@icloud.com

Client Address*

19 Custer St

PROJECT DESCRIPTION TO THE CITY COUNCIL

To: The Haverhill City Council

Re: 43 Jackson Street, Haverhill, MA

Project Description.

The project involves renovating and reconstructing an existing two-family dwelling, converting it into a three-family dwelling.

The current owner purchased the subject property in June 2022. The property encompasses 0.173 acres and features a wood-framed structure classified as a two-family residential dwelling, situated within a RU Zoning 3-family District.

The deteriorating rear space will be demolished and rebuilt, a deck will be added, and the dwelling will be converted from a two-family to a three-family residence. These conditions primarily affect the property for which a variance is sought but do not significantly impact the zoning district in which it is situated.

WRITTEN BRIEF TO THE CITY COUNCIL -SUMMARY-

To: The Haverhill City Council

Re: 43 Jackson Street, Haverhill, MA

Summary, setting forth in detail all facts relied upon by the applicant.

The current owner purchased the subject property in June 2022. The property has 0.173 acres and a wood-framed structure whose use is a residential two-family dwelling located in a RU Zoning 3-family District dwelling.

- The required minimum lot area is 11700 sq. ft, and the existing lot is 35 % smaller.
- There is no minimum lot area per dwelling unit required; the existing is 3776 ft, and the proposed is 2517
- The required minimum frontage is 80 ft., and the existing is 60 ft.
- The required minimum lot length is 100 ft., and the existing lot length is greater than 100 ft.
- The required minimum front setback is 20 ft., and the existing is 15 ft.
- The required minimum side setback is 10 ft., the left setback is 3 ft., and the right setback is 31 ft.
- The required minimum rear setback is 30 ft., and the proposed is 15 ft.
- The allowed maximum height is 35 ft., and the existing proposed height is 33 ft.
- The maximum height allowed for stories is 3.5. The existing and proposed height for stories is 3.
- The allowed maximum building coverage is 30%, and the proposed building coverage is 21%.
- The allowed maximum FAR -Floor Area Ratio- is no (NA), and the proposed FAR is 0.60.
- The allowed minimum open space is 40%, and the proposed minimum open space is 68%.
-

Based on General Laws, Chapter 40A, Sections 10 and 14, this case involves a variance, which is hereby identified and factually supported:

The deteriorating rear space will be demolished and rebuilt; a deck will be added, and the dwelling will be converted from a two-family to a three-family dwelling. These conditions primarily affect the property for which a variance is sought but do not significantly impact the zoning district in which it is located.

The variance is necessary because the strict enforcement of the applicable zoning restrictions regarding the land or building limits the owners who experience significant financial or other hardships. The desired relief is acceptable without major detriment to the public good. The proposed work supports the conclusion that the relief sought may be granted without nullifying or substantially undermining the intent or purpose of the zoning ordinance.

The reconstruction, extension, or structural change of a nonconforming structure that increases an existing nonconformity or creates a new one shall require a variance.

To change a nonconforming use only if it determines that such change or extension will not be substantially more detrimental to the neighborhood than the existing nonconforming use. Per 5.2.1.1 and 5.3.1.1

Permissible change 5.2.1.1. Reconstructing, extending, altering, or modifying a nonconforming structure is allowed only if it is determined that such actions will not be substantially more detrimental to the neighborhood than the existing nonconforming structure. Permissible change 5.3.1.1.

05/14/2025

Property Owner's Permission

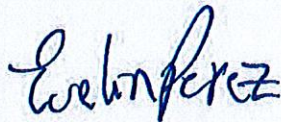
To the City of Haverhill City Council

Re: 43 Jackson Street, Two to Three-Family Conversion

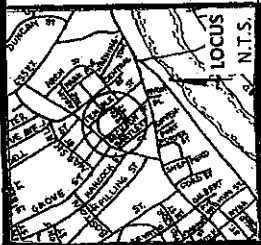
I am Evelin Perez De Colon, and I am the owner of 43 Jackson Street, Haverhill, MA. I hereby declare that I am also the applicant for the subject variance and special permit for the property.

**Please feel free to reach out if you have any questions.
Thank you very much.**

Sincerely,

A handwritten signature in blue ink that reads "Evelin Perez". The signature is written in a cursive, flowing style.

Evelin Perez De Colon



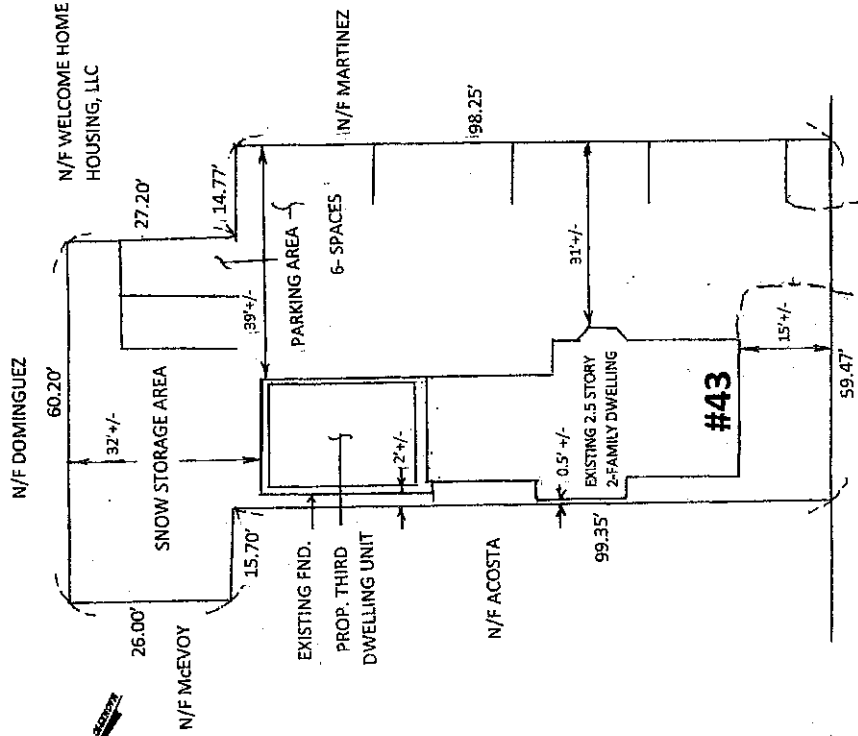
PROPOSED SITE PLAN
OF PROPERTY AT
43 JACKSON STREET
HAVERHILL, MA.

OWNERS

EVELIN PEREZ DECOLON
DINELSON A. ADAMES
VICTOR MARTINEZ

43 JACKSON STREET
HAVERHILL, MA.

MAY 3, 2024

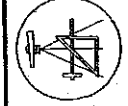
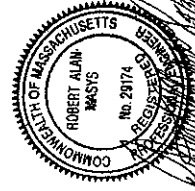


ZONING REQUIREMENTS - ZONE RU

REQUIRED	EXISTING
LOT	
FRONTAGE	80.0'
DEPTH	100.0'
AREA	11,700 SQ. FT.
SETBACKS	
FRONT	20.0'
SIDE	10.0'
REAR	30.0'
BUILDING COVERAGE	30% MAX
DWELLING	22.2% +/-
PARKING	5 SPACES

ASSESSORS PLAN 513
BLOCK 284
LOT 7
DEED BOOK 41088
PAGE 162
AREA 7,520 SQ. FT.
ZONE RU

SCALE 1" = 20'
20' 10' 0' 20'



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

JACKSON STREET

PROJECT DESCRIPTION TO THE CITY COUNCIL

To: The Haverhill City Council

Re: 43 Jackson Street, Haverhill, MA

Project Description.

The project involves renovating and reconstructing an existing two-family dwelling, converting it into a three-family dwelling.

The current owner purchased the subject property in June 2022. The property encompasses 0.173 acres and features a wood-framed structure classified as a two-family residential dwelling, situated within a RU Zoning 3-family District.

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AERIAL VIEW:



STREET VIEW:



DWELLING RENOVATION

43 JACKSON STREET, HAVERHILL MA

INDEX:

SHEET LIST			
SHEET NO.	SHEET NAME	INITIAL	DATE
C - COVER SHEET & CODES			
C-100	COVER SHEET		
C-101	CODE REVIEW		
C-102	CODES & GENERAL INFORMATION		
PZ - PROPERTY ZONING			
PZ-100	PROPERTY ZONING PLAN		
A - ARCHITECTURAL			
A-101	EXISTING FIRST FLOOR PLAN		
A-102	EXISTING SECOND FLOOR PLAN		
A-103	FIRST FLOOR PLAN		
A-104	SECOND FLOOR PLAN		
S - STRUCTURAL			
S-101	EXISTING & PROPOSED FOUNDATION PLAN		
S-102	PROPOSED 1ST & 2ND FLOOR FRAMING PLAN		
S-103	PROPOSED CEILING & ROOF FRAMING PLAN		
S-104	STRUCTURAL SCHEDULES		
S-105	STRUCTURAL DETAILS 01		
S-106	STRUCTURAL DETAILS 02		
S-107	STRUCTURAL DETAILS 03		
S-108	STRUCTURAL DETAILS 04		
S-109	STRUCTURAL NOTES		

MDJ INC.

Engineers, Architects & Associates
MARCO A. DEVERE, P.E.
16 WOODLAND ST. LAURENCE, MA 01840
978-686-5400/508-8544-7060
mdj_inc@outlook.com/ma

APPLICANT/OWNER: EVELYN P. DE COLON	VERIFIED: MDJ INC.
APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2025

PROJECT:
DWELLING
RENOVATION

LOCATION:
43 JACKSON STREET,
HAVERHILL MA 01832

CONSULTANT:

REVISION:	REV.	DATE	DESCRIPTION

STAMP:

SCALE: N.T.S.	DRAWING NO.: C-100
------------------	-----------------------

DRAWING NAME:
COVER SHEET

NOTES:
CONTRACTOR SHALL PERFORM ALL
WORKS IN COMPLIANCE WITH THE
COMMONWEALTH OF MASSACHUSETTS
LATEST EDITION OF ALL BUILDING
CODES, THE BUILDING DEPARTMENT
STANDARDS AND REGULATIONS AND
THE CITY OF HAVERHILL MA.

[illegible]

BUILDING
INTERNATIONAL BUILDING CODE 2001 WITH M.A. AMENDMENTS
INTERNATIONAL EXISTING BUILDING CODE (IEBC01S) WITH
AMENDMENTS 180 CHR CHAPTER 34

PLUMBING
INTERNATIONAL PLUMBING CODE - 2001 WITH M.A.
AMENDMENTS

REAL ESTATE
NIPRA 1101 - 2001 EDITION WITH M.A. AMENDMENTS
571 CHR 1100 & 180 CHR 51
STATE FIRE CODE 540 - C 6000 WITH M.A. AMENDMENTS

MECHANICAL
INTERNATIONAL MECHANICAL CODE - 2001 WITH M.A.
AMENDMENTS

ELECTRICAL
INTERNATIONAL ELECTRICAL CODE - 2001 WITH M.A. AMENDMENTS

ENERGY
INTERNATIONAL ENERGY CONSERVATION CODE - 2001 EDITION
WITH M.A. AMENDMENTS

ACCESSIBILITY
ADA 1101 - 2003 AMERICANS WITH DISABILITIES ACT (ADA)

Diagram illustrating the marking of a new protection type on a door. The diagram shows a door with a handle and a lock. A label 'X' is placed on the door, and a label 'XXX' is placed on the handle. A label 'NEW PROTECTION TYPE' points to the door. A label 'NEW GLAZING WITH REFERENCE NUMBER' points to the handle. A label 'NEW DOOR WITH REFERENCE NUMBER' points to the door. A label 'NEW PROTECTION TYPE' points to the door.

MDJ INC.
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MARCOB A DEVERO, P.E.
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937-685-5631/318-824-7826
mdj_inco@comcast.net

APPLICANT/OWNER: VELYN P. DE COLON	VERIFIED: MDJ INC.
APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2025

PROJECT:
DWELLING
RENOVATION

LOCATION:
43 JACKSON STREET,
HAVERHILL MA 01832

CONSULTANT:

REVISION:		REV.	DATE	DESCRIPTION

STAMP:

SCALE: 1/8", 1/4", 3/8", 1/2", 3/4", 1", 1 1/2", 2", 3", 4", 6", 8", 12", 18", 24"	DRAWING NO.: C-102
---	-----------------------

DRAWING NAME:
CODES AND GENERAL
INFORMATION

NOTES:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS LATEST EDITION OF THE BUILDING CODE, THE BUILDING BOARD OF STANDARDS AND REGULATIONS AND THE CITY OF HAVERHILL, MA.

TYPES OF CONSTRUCTION

TABLE 601
FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)

BUILDING ELEMENTS	TYPE I		TYPE II		TYPE III		TYPE IV		TYPE V	
	A	B	A ^a	B	A ^a	B	HT		A ^a	B
STRUCTURAL FRAME*, INCLUDING COLUMNS, GIRDERS, TRUSSESS	3 ^a	2 ^a	1	0	1	0	HT		1	0
EXTERIOR*	3	2					2		1	0
BEARING WALLS ^b	3 ^a	2 ^a			2 1	2 0	1/HT			
NON-BEARING WALLS & PARTITIONS ^b										
EXTERIOR										
INTERIOR*	0	0	0	0	0	0	SEE 302 CITE 602.4.6		1	
FLOOR CONSTRUCTION, INCLUDING SUPPORTING BEAMS AND JOISTS	2	2	1	0	1	0	HT		1	0
ROOF CONSTRUCTION, INCLUDING SUPPORTING BEAMS AND JOISTS	1 1/2 ^c	1 ^c	1 ^c	0 ^c	1 ^c	0	HT		1 ^c	0

10. THE STRUCTURAL FRAME SHALL BE CONSIDERED TO BE THE COLUMNS AND THE GIRDERS, BEAMS, TRUSSES, AND BRACINGS HAVING DIRECT CONNECTIONS TO THE COLUMNS AND BRACING MEMBERS DESIGNED TO CARRY GRAVITY LOADS. THE MEMBERS OF FLOOR OR ROOF PANELS WHICH HAVE NO CONNECTION TO THE COLUMNS SHALL BE CONSIDERED SECONDARY MEMBERS AND NOT A PART OF THE STRUCTURAL FRAME.






6. ROOF SUPPORTS: FIRE-RESISTANCE RATINGS OF STRUCTURAL

2. AN APPROVED AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH 180 CFR 502.3.1.1 SHALL BE ALLOWED TO BE USED TO PROTECT THE EXTERIOR WALLS OF A BUILDING. SUCH SYSTEMS SHALL NOT CONTRIBUTE TO THE SPREAD OF FIRE. THE EXTERIOR WALLS OF A BUILDING SHALL BE PROTECTED BY OTHER PROVISIONS OF 180 CFR 502.3.1.1 FOR ALLOWABLE INCREASE IN ACCORDANCE WITH 180 CFR 502.3.1.1 OR AN ALLOWABLE HEIGHT INCREASE IN ACCORDANCE WITH 180 CFR 504.2. THE IRRADIATION FOR THE FIRE RESISTANCE OF THE EXTERIOR WALLS SHALL NOT BE PERMITTED.

NOT LESS THAN FIRE-RESISTANCE RATING REQUIRED BY OTHER SECTIONS OF T&O CMR.

NOT LESS THAN FIRE-RESISTANCE RATING BASED ON FIRE SEPARATION DISTANCE. (SEE TABLE 602)

PROPERTY ZONING PLAN

LEGEND	
---	PROPERTY LINE
	EXISTING DWELLING
	PROPOSED DWELLING
	CURB
	CONCRETE
	GRASS

REFERENCE DOCUMENT

PROPERTY ID	513-284-1
STREET ADDRESS	43 JACKSON ST, HAVESHILL, MA
LOT SIZE	*1,520 SQUARE FEET
ASSESORS PLAN	513
	284
	LOT
	T
DEED BOOK	41083
	ZONE
	R-1

LOCATION MAP



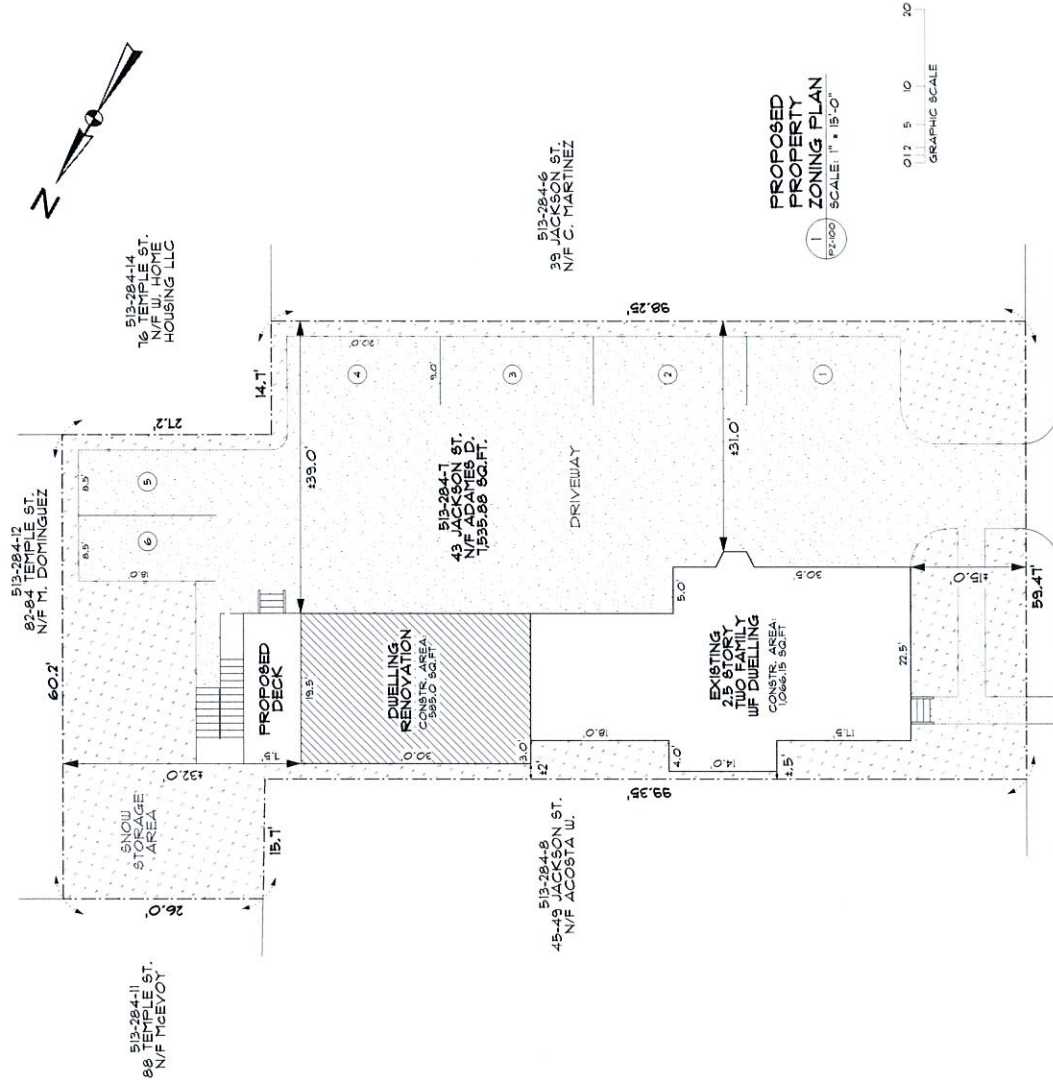
DENSITY REGULATION SCHEDULE

	MIN. LOT AREA	ZONE R-1	PROPOSED
MIN. LOT FRONTAGE	1,700 S.F.	1,700 S.F.	1,539.3 S.F.
MIN. LOT DEPTH	80 FEET	80 FEET	59.41 FEET
MIN. FRONT YARD SETBACK	100 FEET	125 FEET	125 FEET
MIN. REAR YARD SETBACK	20 FEET	115 FEET	115 FEET
MIN. SIDE YARD SETBACK	30 FEET	132 FEET	132 FEET
MAX. BUILDING COVERAGE	10 FEET	40.5 FEET	40.5 FEET
OPEN SPACE	30 %	47.2%	47.2%
PARKING	-	-	475%
		5 SPACES	6 SPACES

NOTES

This is not to be relied upon as land or property line survey, used for recording, preparing, and deed descriptions. I did not set corners. The building location and offsets are approximately located on the ground and are shown for determination of compliance with zoning dimensional requirements only and are not used to establish property lines. I render this plan with the best of my knowledge, information, and belief.

It is incidental to the proposed engineering and construction works on the property. I further state that in my professional opinion that the structures shown conform with the local zoning horizontal dimensional setback requirements per the current City of Haverhill Table of Zoning Dimensional Requirements. Should further accuracy is required, a Registered Land Surveyor must be hired to provide a certified land surveying plan.



JACKSON STREET

MDJ INC.
Engineers, Architects & Associates

MARCOS A DEYERS, P.E.
16 WOODLAND ST., LAURENCE, MA 01846
978-685-5620/5126-6047-7826
and, INCORPORATED@COMCAST.NET

APPLICANT/OWNER: EVELYN F. DE COLON	VERIFIED: MDJ INC.
APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2025

**PROJECT:
DWELLING
RENOVATION**

LOCATION:
43 JACKSON STREET,
HAVERHILL MA 01832

CONSULTANT:

REVISION:	
REV.	DATE DESCRIPTION

STAMP:

SCALE:
1" = 15'-0"

DRAWING NAME:
PROPOSED PROPERTY
ZONING PLAN

NOTES:
CONTRACTOR SHALL PERFORM ALL
WORKS IN COMPLIANCE WITH THE
COMMONWEALTH OF MASSACHUSETTS
LATEST EDITION OF THE BUILDING
CODE, THE BUILDING BOARD OF
STANDARDS AND REGULATIONS AND
THE CITY OF HAVERHILL, MA.



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mdj_incorporated@comcast.net

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APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2025

PROJECT:
DWELLING
RENOVATION

LOCATION:
43 JACKSON STREET,
HAVERHILL MA 01832

CONSULTANT:

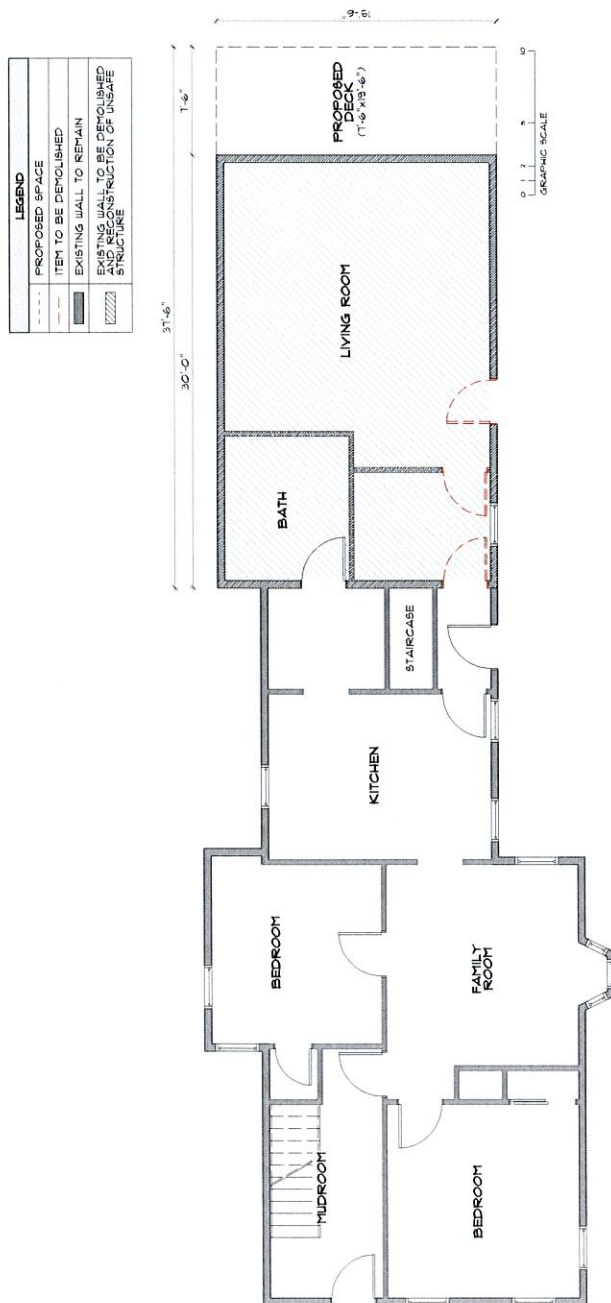
REVISION:		REV.	DATE	DESCRIPTION

STAMP:

SCALE: 1/8" = 1'-0"

DRAWING NAME:
EXISTING FIRST
FLOOR PLAN

NOTES:
CONTRACTOR SHALL PERFORM ALL
WORKS IN COMPLIANCE WITH THE
COMMONWEALTH OF MASSACHUSETTS
LATEST EDITION OF THE BUILDING
CODE, THE BUILDING BOARD OF
STANDARDS AND REGULATIONS AND
THE CITY OF HAVERHILL, MA.



1 EXISTING FIRST FLOOR PLAN
A-101 SCALE: 1/8" = 1'-0"

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16 WOODLAND ST. LAURENCE, MA 01841
978-686-5495/313-6434 FAX
ma@mdjinc.com

APPLICANT/OWNER: EVELYN F. DE COLON	VERIFIED: MDJ INC.
APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2025

PROJECT:
DWELLING
RENOVATION

LOCATION:
43 JACKSON STREET,
HAVERHILL MA 01832

CONSULTANT:

REVISION:	DATE	DESCRIPTION

STAMP:

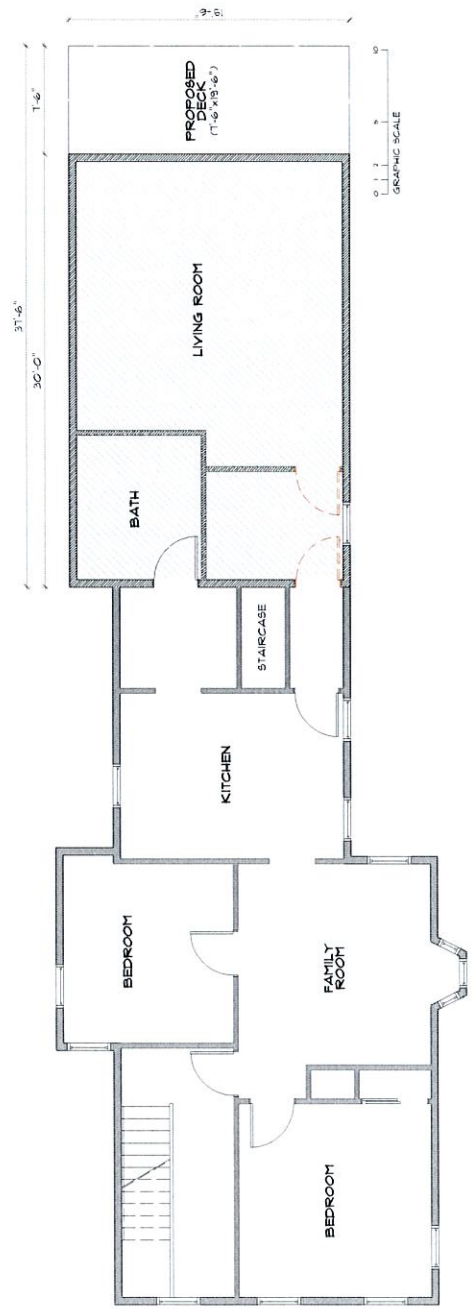
SCALE: 1/8" = 1'-0"	DRAWING NO.: A-102
------------------------	-----------------------

DRAWING NAME:
EXISTING SECOND
FLOOR PLAN

NOTES:
CONTRACTOR SHALL PERFORM ALL
WORKS IN COMPLIANCE WITH THE
COMMUNALITY PLANNING
LATEST EDITION OF THE BUILDING
CODE, THE BUILDING BOARD OF
STANDARDS AND REGULATIONS AND
THE CITY OF HAVERHILL, MA.



LEGEND	
---	PROPOSED SPACE
---	ITEM TO BE DEMOLISHED
---	EXISTING WALL TO REMAIN
---	EXISTING WALL TO BE DEMOLISHED AND RECONSTRUCTION OF UNSAFE STRUCTURE

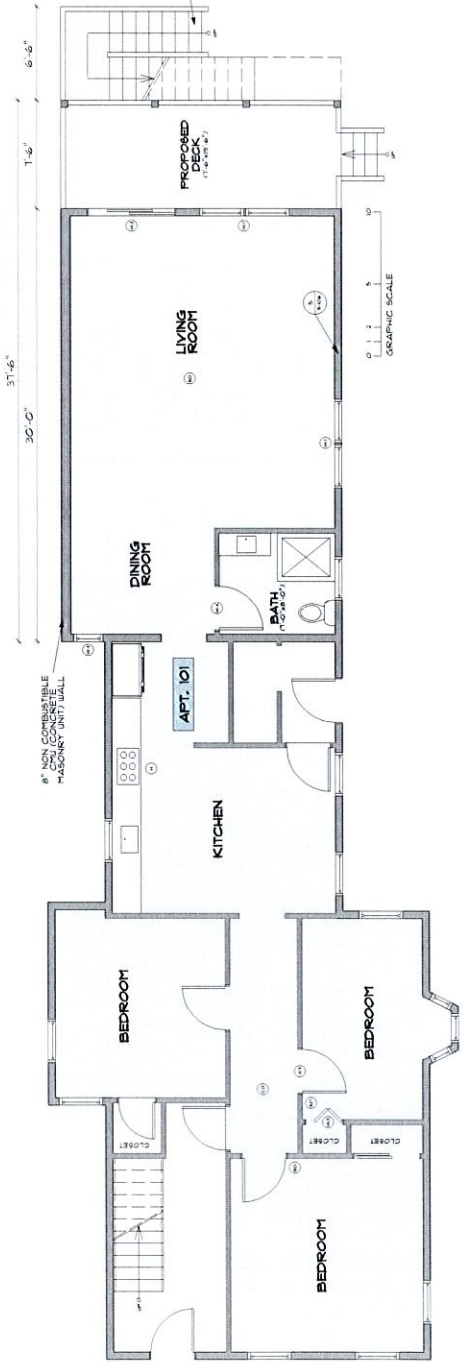


1
A-102
EXISTING SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



LEGEND	
	APT. 101 1330.80 SQ. FT.
	APT. 102 790.30 SQ. FT.
	APT. 103 140.50 SQ. FT.

LEGEND	
	(H) HEAT DETECTOR
	(S) SMOKE DETECTOR
	(CO) CARBON MONOXIDE



1 FIRST FLOOR PLAN
A-03 SCALE: 1/8" = 1'-0"

MDJ INC.
Engineers, Architects & Associates
MARCOB A. DEVERIS, P.E.
16 WOODLAND ST. LAWRENCE, MA 01841
508-680-5485 FAX 508-680-1566
MDJ@MDJINC.COM

APPLICANT/OWNER: EVELYN F. DE COLON	VERIFIED: MDJ INC.
APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2025

PROJECT:
DWELLING
RENOVATION

LOCATION:
43 JACKSON STREET,
HAVERHILL MA 01832

CONSULTANT:

REV.	DATE	DESCRIPTION

STAMP:

SCALE: 1/8" = 1'-0"	DRAWING NO.: A-103
------------------------	-----------------------

DRAWING NAME:
FIRST FLOOR PLAN

NOTES:
CONTRACTOR SHALL PERFORM ALL
WORKS IN COMPLIANCE WITH THE
CONTRACT DOCUMENTS, MASSACHUSETTS
LATEST EDITION OF THE BUILDING
CODE, THE BUILDING BOARD OF
STANDARDS AND REGULATIONS AND
THE CITY OF HAVERHILL, MA.

APPLICANT/OWNER: EVELYN P. DE COLON	VERIFIED: MDJ INC.
APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2015

PROJECT:
DUELLING
RENOVATION

LOCATION:
43 JACKSON STREET
HAVERHILL MA 01832

CONSULTANT:

REV.	DATE	DESCRIPTION

STAMP:

SCALE: 1/8" = 1'-0"	DRAWING NO.: A-104
------------------------	-----------------------

DRAWING NAME:
SECOND FLOOR PLAN

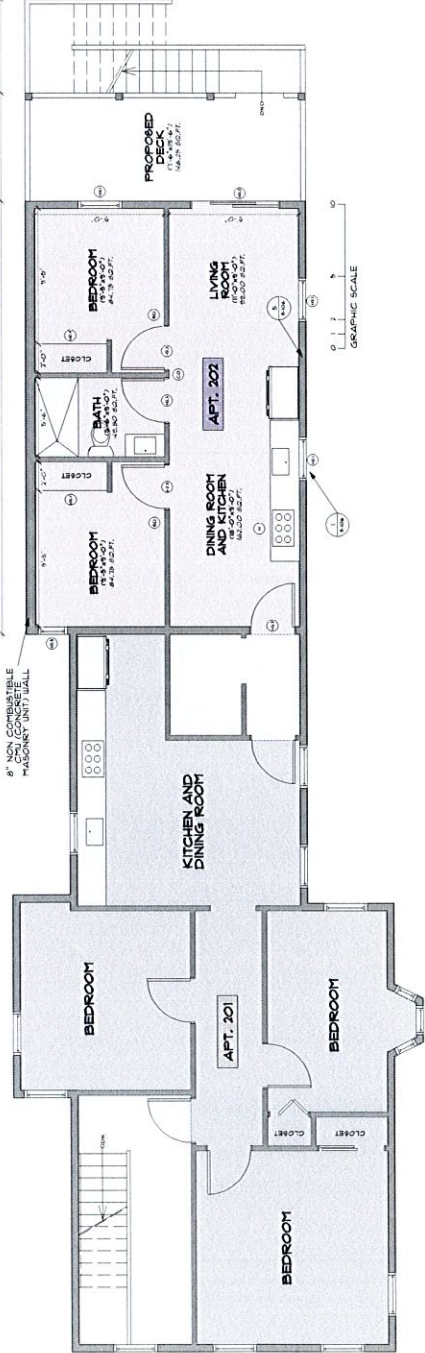
NOTES:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS LATEST EDITION OF THE BUILDING CODES, REGULATIONS, ORDINANCES, STANDARDS AND REGULATIONS AND THE CITY OF HAVERHILL, MA.



ENERGY SCHEDULE (AS APPLICABLE)	
COMPLIANCE DETERMINED BY MASSACHUSETTS STRETCH ENERGY CODE, PRESCRIPTIVE OPTION FOR RESIDENTIAL ADDITION (401.3)	
1. RENOVATION TO COMPLY WITH ENERGY STAR QUALIFIED HOMES FOLLOWING BYPASS INSPECTION CHECKLIST. INSULATION VALUES AS FOLLOWS:	
1.1. ROOF R-VALUE R-60	
1.2. FLOOR R-VALUE R-30	
2. RENOVATION TO COMPLY WITH ENERGY STAR PROGRAM REQUIREMENTS FOR RESIDENTIAL WINDOWS, DOORS, AND SKYLIGHTS - RESISTANCE VALUE (U-FACTOR) AS FOLLOWS:	
2.1. WINDOW U-FACTOR U-0.35	
2.2. DOOR U-FACTOR U-0.35	
2.3. SKYLIGHT U-FACTOR U-0.35	
3. AIR INfiltration MEASUREMENTS TO BE SEALED AND TESTED TO MEET REQUIREMENTS OF 401.3	

LEGEND	
[Symbol]	APT. 101 1300.50 SQ. FT.
[Symbol]	APT. 201 750.30 SQ. FT.
[Symbol]	APT. 202 540.50 SQ. FT.

LEGEND	
(1)	HEAT DETECTOR
(2)	SMOKE DETECTOR
(3)	CARBON MONOXIDE



1 SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"

MDJ INC.
Engineers, Architects & Associates

MARCOS A. DEVEREAUX, P.E.
16 WOODLAND AVENUE, SUITE 100
HAVERHILL, MA 01830
TEL: 978.326.1111 FAX: 978.326.1112
WWW.MDJINC.COM

APPLICANT/OWNER: EVELYN F. DE COLON	VERIFIED: MDJ INC.
APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2025

PROJECT:
DUELLING
RENOVATION

LOCATION:
43 JACKSON STREET,
HAVERHILL MA 01832

CONSULTANT:

REVISION:	DATE	DESCRIPTION

STAMP:

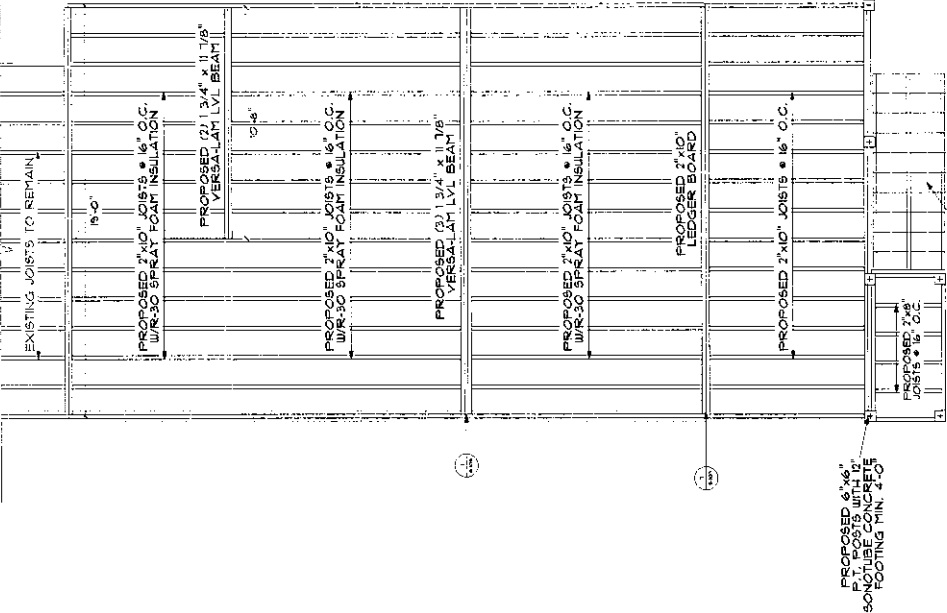
SCALE: 3/16" = 1'-0"

DRAWING NO.:
S-102

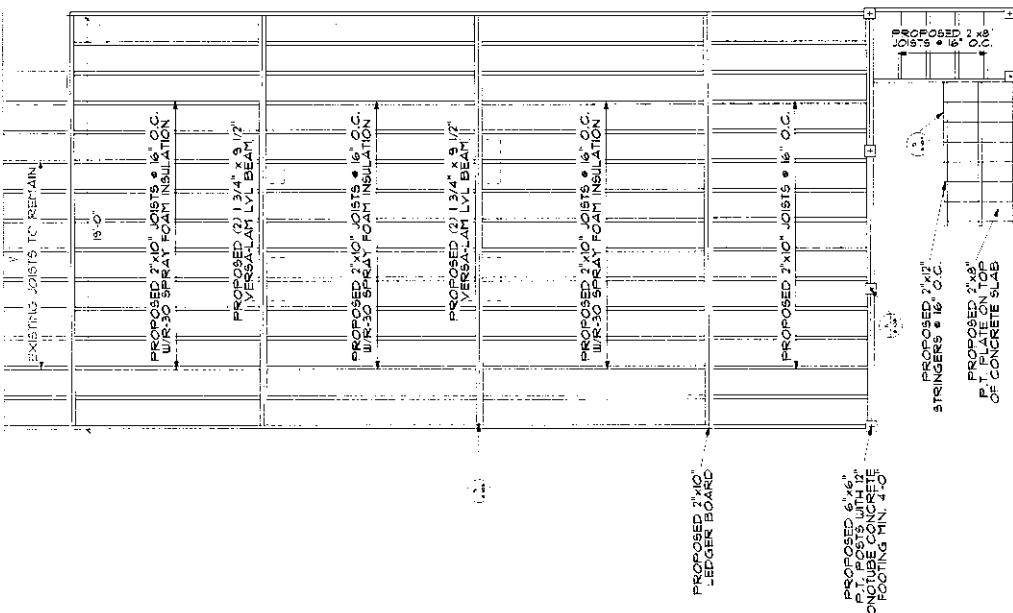
DRAWING NAME:
PROPOSED 1ST & 2ND
FLOOR FRAMING PLAN

NOTE:
CONTRACTOR SHALL PERFORM ALL
WORK IN ACCORDANCE WITH THE
LATEST EDITION OF THE BUILDING
CODE, THE BUILDING BOARD OF
STANDARDS AND REGULATIONS AND
THE CITY OF HAVERHILL, MA.

2



2 PROPOSED SECOND FLOOR FRAMING PLAN
SCALE: 3/16" = 1'-0"



1 PROPOSED FIRST FLOOR FRAMING PLAN
SCALE: 3/16" = 1'-0"

MDJ INC.
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MARGOB A. DEVERE, P.E.
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978-680-5825 FAX 978-680-1556
MDJ@MDJINC.COM

APPLICANT/OWNER:
EVELYN F. DE COLON

APPROVED:
MDJ INC.

SIGNED:
MDJ INC.

ISSUED:
FEB. 2025

PROJECT:
DWELLING
RENOVATION

LOCATION:
43 JACKSON STREET,
HAVERHILL MA 01832

CONSULTANT:

REVISION:

REV.	DATE	DESCRIPTION

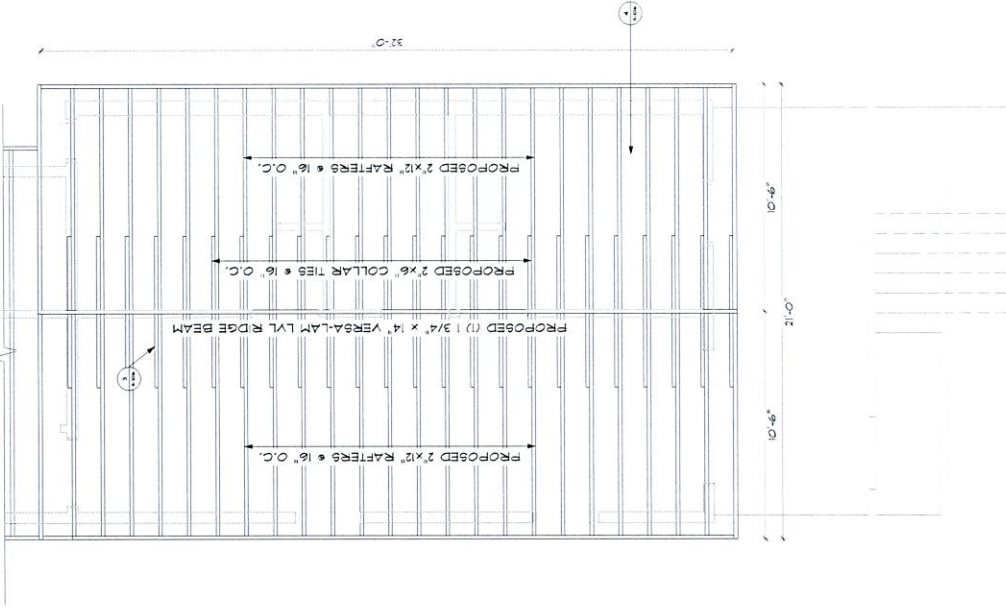
STAMP:

SCALE:
3/16" = 1'-0"

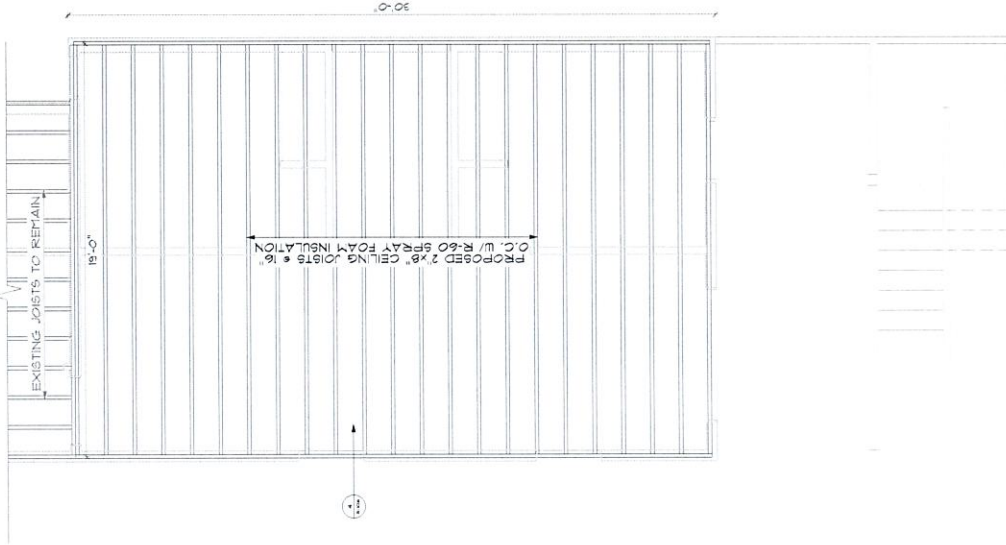
DRAWING NO.:
S-103

DRAWING NAME:
PROPOSED CEILING &
ROOF FRAMING PLAN

NOTES:
CONTRACTOR SHALL PERFORM ALL
WORKS IN CONFORMANCE WITH THE
LATEST EDITION OF THE BUILDING
CODE, THE BUILDING BOARD OF
STANDARDS AND REGULATIONS AND
THE CITY OF HAVERHILL, MA.



2 PROPOSED ROOF FRAMING PLAN
SCALE: 3/16" = 1'-0"



1 PROPOSED CEILING FRAMING PLAN
SCALE: 3/16" = 1'-0"

FASTENING SCHEDULE	
DESCRIPTION OF BUILDING ELEMENTS	SPACING AND LOCATION
JOIST TO SILL OR GIRDER	TOE NAIL (3)-8d
BRIDGING TO JOIST	TOP NAIL EA. END (2)-8d
SOLE PLATE TO JOIST OR BLK'G	FACE NAIL 16d @ 16" O.C.
STUD TO SOLE PLATE	TOE NAIL (4)-8d, END NAIL (2) 16d
TOP PLATE TO STUD	END NAIL (2)-16d
DOUBLE STUDS	FACE NAIL 16d @ 24" O.C.
DOUBLE TOP PLATES	FACE NAIL 16d @ 16" O.C.
CONTINUOUS HEADER, TWO PIECES	16d @ 16" O.C. ALONG EA. EDGE
BUILT-UP HEADER, TWO PIECES W/ 1/2" SPACER	16d @ 16" O.C. ALONG EA. EDGE
TOP PLATE, LAPS AND INTERSECTION	FACE NAIL (2)-16d
CEILING JOISTS TO PLATE	TOE NAIL (3)-8d
CONTINUOUS HEADER TO STUD	TOE NAIL (4)-8d
CEILING JOISTS, LAP OVER PARTITIONS	FACE NAIL (3)-10d
1" BRACE TO EACH STUD AND PLATE	FACE NAIL (2)-8d
BUILT-UP CORNER STUDS	10d @ 24" O.C.
2" PLANKS	(2)-16d @ EA.BRG.
1/2" PLYWOOD ROOF AND WALL	EDGES 8d @ 6" O.C.
SHEATHING	INTERMEDIATE 8d @ 12" O.C.
3/4" PLYWOOD SUBFLOOR	EDGES 8d @ 6" O.C.
2x MULTIPLE JOISTS - STAGGER @ 15" O.C. W/ (2) @ EA. END OR SPLICE	
(3) OR FEWER	16d NAILS
(4) OR MORE	1/2" DIA M.B. W/ STANDARD NUT AND WASHERS

1 FASTENING SCHEDULE
S-104 N.T.S.

FIRST FLOOR SCHEDULE		
MARK	PLACE	QTY. DESCRIPTION
H1.1	EXT.	2 2-2x10 FOR A HEADER SPAN 5'-4" W/ 2 JACK STUDS
H1.2	EXT.	1 3-2x10 FOR A HEADER SPAN 6'-0" W/ 2 JACK STUDS
H1.3	EXT.	1 2-2x4 FOR A HEADER SPAN 2'-0" W/ 1 JACK STUDS
H1.4	INT.	1 2-2x8 FOR A HEADER SPAN 3'-0" W/ 2 JACK STUDS

2 FIRST FLOOR HEADER SCHEDULE
S-104 N.T.S.

SECOND FLOOR SCHEDULE		
MARK	PLACE	QTY. DESCRIPTION
H2.1	EXT.	3 2-2x4 FOR A HEADER SPAN 2'-8" W/ 1 JACK STUDS
H2.2	EXT.	1 2-2x10 FOR A HEADER SPAN 6'-0" W/ 2 JACK STUDS
H2.3	INT.	3 2-2x6 FOR A HEADER SPAN 3'-0" W/ 1 JACK STUDS
H2.4	INT.	2 2-2x8 FOR A HEADER SPAN 4'-0" W/ 2 JACK STUDS
H2.5	EXT.	1 2-2x4 FOR A HEADER SPAN 2'-0" W/ 1 JACK STUDS

3 SECOND FLOOR HEADER SCHEDULE
S-104 N.T.S.

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MDJ@MDJINC.COM/WWW.MDJINC.COM

APPLICANT/OWNER:
EVELYN F. DE COLON
VERIFIED:
MDJ INC.
APPROVED:
MDJ INC.
SIGNED:
MDJ INC.
DRAWN BY:
MDJ INC.
ISSUED:
FEB. 2025

PROJECT:
DWELLING
RENOVATION

LOCATION:
43 JACKSON STREET
HAVERHILL MA 01832

CONSULTANT:

REVISION:
REV. # DATE DESCRIPTION

STAMP:

SCALE:
N.T.S.
DRAWING NO.:
S-104

DRAWING NAME:
STRUCTURAL
SCHEDULES

NOTES:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS LATEST EDITION OF THE BUILDING CODES, REGULATIONS, ORDINANCES, STANDARDS AND REGULATIONS AND THE CITY OF HAVERHILL, MA.

MDJ INC.
 Engineers, Architects & Architects/Interiors

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 16 BEDFORD STREET, SUITE 200
 HAVERHILL, MA 01830
 TEL: 978.326.1111 FAX: 978.326.1112
 MDJINC@AOL.COM

APPLICANT/OWNER: EVELYN P. DE COLON	VERIFIED: MDJ INC.
APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2025

PROJECT:
 DWELLING
 RENOVATION

LOCATION:
 43 JACKSON STREET,
 HAVERHILL MA 01832

CONSULTANT:

REVISION:	DATE	DESCRIPTION

STAMP:

SCALE:
 N.T.S.

DRAWING NO.:
 S-106

DRAWING NAME:
 STRUCTURAL
 DETAILS 02

NOTE:
 CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE LATEST EDITION OF MASSACHUSETTS CODE, THE BUILDING BOARD OF STANDARDS AND REGULATIONS AND THE CITY OF HAVERHILL, MA.

(1) 1 3/4" x 14" RIDGE BEAM

2"x12" RAFTERS @ 16" O.C.

2"x6" COLLAR TIES @ 16" O.C.

2"x8" ATTIC FLOOR JOIST

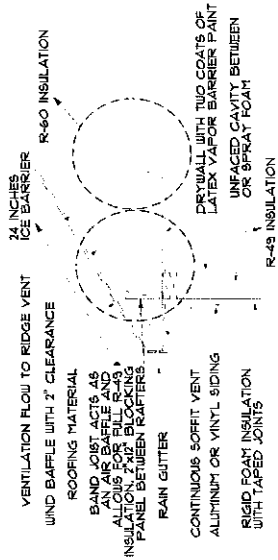
OVERHANG

FASCIA CUT

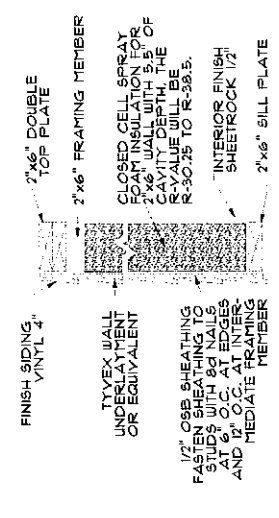
SOFIT CUT

BIRD'S
 FOOT
 CUT

3 ROOF CROSS SECTION
 9-106 N.T.S.



4 VENTED ROOF WITH CEILING INSULATION
 9-106 N.T.S.

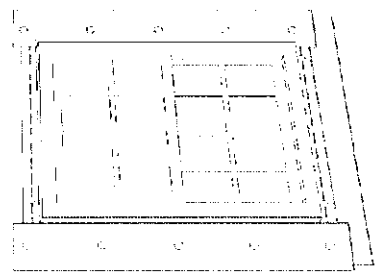


5 EXTERIOR WALL & INSULATION DETAIL
 9-106 N.T.S.

3

THE WIDTH OF FLASHINGS DEPENDS ON THE WIDTH OF THE TRIM AND WHERE THE FINAL COMPLETE COURSE OF SIDING STOPS BELOW THE WINDOW. ALL FLASHINGS SHOULD EXTEND PAST THE WINDOW NAILING FLANGES. THE WIDTH OF THE FLASHING UNDER THE WINDOW IS SIZED TO ALLOW FOR THE INVERSION OF WATER.

2

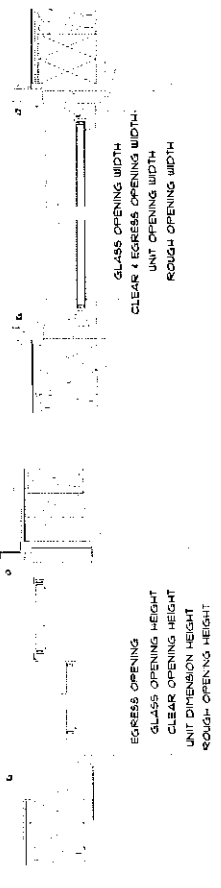


VINYL SIDING/WINDOW AND DOOR FLASHING
 9-106 N.T.S.

NOTE: THE BUILDER MUST CHECK THE DIMENSIONS OF THE WINDOWS AND DOORS BEFORE BUILDING THE FRAMING WALLS. THE BUILDER AND THE OWNER MUST CHECK THE DIMENSIONS OF THE MANUFACTURER'S SPECIFICATIONS. THE DIMENSIONS OF THE WINDOWS AND DOORS ARE GENERAL AND NOT THE MANUFACTURER'S SPECIFICATIONS. (THE DESIGNER DOES NOT CHOOSE THE MANUFACTURER OF WINDOWS AND DOORS).

HORIZONTAL SECTION

VERTICAL SECTION



2 DIMENSIONS OF TYPICAL DOUBLE-HUNG WINDOWS
 9-106 N.T.S.

Diagram illustrating the Joists Span Porch Attachment. The structure shows a main joist system with a 2"x8" Rm Joist and a 2"x8" Porch Joist. A 2"x8" Ledger Board is attached to the side. The attachment is secured with a Beam Flush Tight Beasing. A 6"x6" P.T. Post is shown supporting the structure. The diagram indicates an Optional Overhang and a 1/4 Maximum Overhang. The Joist Span (See Porch Plans) is also shown.

[illegible]

6'-0" MAXIMUM SPACING
2'x6" OR 5/4 BOARD
RAIL CAP
4'x4" POST, TYPICAL
DO NOT NOTCH
MIN 12" MIN 12"

3/4" x 1/2" AND BOTTOM
AND TOP
WITH 1/2" x 6" x 6" THREADED
NAILS
SUBMERG
3/4" x 1/2" LONG ON
INSIDE FACE

ATTACH BALUSTERS AT TOP
AND BOTTOM WITH 1/2" x 6" x 6"
THREADED NAILS WITH 1/2" x 6" x 6"
THREADED NAILS WITH 1/2" x 6" x 6"
NOMINAL DIAMETER

OPENINGS SMALL
NOT ALLOW THE
3/4" DIAMETER
DIAMETER SPHERE

3/4" DIAMETER
TRAIL-BOLTS AND
WASHERS

3 GUARD DETAILS
3-101 N.T.S.

STAGGER JOIST 4 IN. OR
USE SPLICE PLATES
SEE SECTION

SINGLE OR DOUBLE
SINGLE OR DOUBLE
TOP PLATE

WALL STUDS

JACK STUDS
OR TRIMMERS

BILL PLATE
FLOOR JOISTS

DETAIL OF JACK
STUDS OR TRIMMERS

N.T.S.

1/2" GYPSUM
BOARD ON
EACH SIDE

4.5"

3.5"

(W/ 1/2" GYPSUM BD.
• TOILET
SIDE & TUB
SURROUND)

2x4 WOOD
STUDS • 16"
O.C.

ANCHOR BOLTS EMBEDDED IN
FOUNDATION 4FT. O.C. MAX.

DETAIL -E- INTERIOR WALL

N.T.S.

4 JACK/STUD DETAILS
S-107 N.T.S.

NOTCHING AND BORED HOLE
LIMITATIONS FOR EXTERIOR
WALLS AND BEARING WALLS

N.T.S.

7 STRINGER DETAIL
S-107 N.T.S.

DOWNLOAD CAPACITY OF 625 LBS.
ATTACHMENT WITH HANGERS

RIM JOIST OR OUTSIDE JOIST

SLOPED JOIST HANGER, MINIMUM
ATTACHMENT WITH HANGERS

LEDGER BOARD FASTENER
SPACING AND CLEARANCE

8 S-101 N.T.S.

2" MIN.

5" MAX.

2" MIN.

3/4" MIN.

LAG SCREW, THRU
BOLT OR ANCHOR
WITH WASHER

LEDGER

STAGGER
FASTENERS
IN 2 ROWS

5 1/2" MIN. FOR 2x8"
9 3/8" MIN. FOR 2x10"
15" MIN. FOR 2x12"

MDJ INC. Engineers, Architects & Associates 16 WOODLAND ST., LAURENS, MA 01841 mdjinc@purpleware.com/ma.net		APPLICANT/OWNER: EVELYN F. DE COLON		VERIFIED: HDJ INC.	
APPROVED: HDJ INC.		SIGNED: HDJ INC.		ISSUED: FEB. 2025	
DRAWN BY: HDJ INC.		PROJECT: DWELLING RENOVATION			
LOCATION: 43 JACKSON STREET, HAVERHILL MA 01832					
CONSULTANT:					
REVISION:					
REV. *	DATE	DESCRIPTION			
STAMP:					
SCALE: N.T.S.		DRAWING NO.: S-101			
DRAWING NAME: STRUCTURAL DETAILS 03					
NOTES: CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE CITY OF HAVERHILL, MASSACHUSETTS COMMINGLED WITH THE 2021 IBC CODE, THE BUILDING BOARD OF STANDARDS AND REGULATIONS AND THE CITY OF HAVERHILL, MA.					

MDJ INC.

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mdj_inc@earthlink.net

APPLICANT/OWNER: EVELYN P. DE COLON	VERIFIED: MDJ INC.
APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2020

PROJECT:
DWELLING
RENOVATION

LOCATION:
43 JACKSON STREET
HAVERHILL MA 01832

CONSULTANT:

REVISION:	DATE	DESCRIPTION

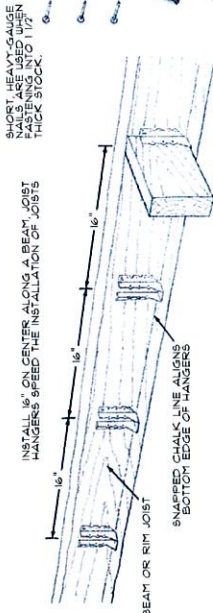
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SCALE:
N.T.S.

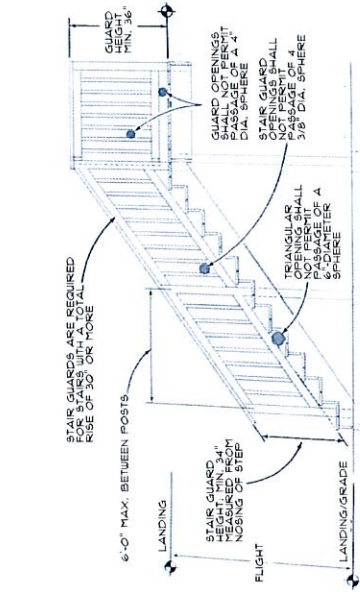
DRAWING NO.:
S-108

DRAWING NAME:
STRUCTURAL
DETAILS 04

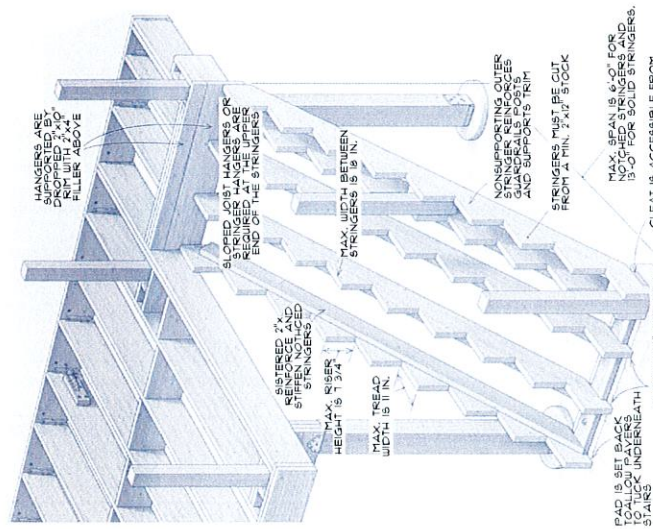
NOTES:
CONTRACTOR SHALL PERFORM ALL
WORKS IN COMPLIANCE WITH THE
COMMONWEALTH OF MASSACHUSETTS
LATEST EDITION OF THE BUILDING
CODES, REGULATIONS, STANDARDS
AND REGULATIONS AND
THE CITY OF HAVERHILL, MA.



2 METAL HANGER DETAIL
S-108 N.T.S.

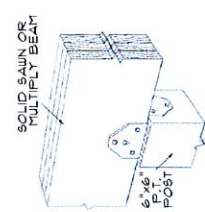


3 STAIR GUARD REQUIREMENTS
S-108 N.T.S.

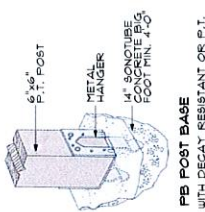


1 STAIRCASE DETAIL
S-108 N.T.S.

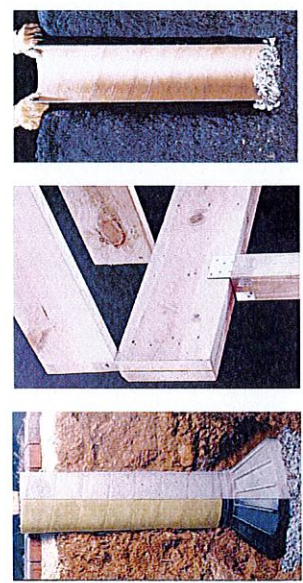
4 HANDRAIL REQUIREMENTS
S-108 N.T.S.



6 POST/ BEAM
S-108 N.T.S.



5 SONOTUBE DETAIL
S-108 N.T.S.



STRUCTURAL NOTES

GENERAL NOTES:

- GENERAL NOTE:
ALL WORK SHALL CONFORM TO THE FOLLOWING STANDARDS:
-MINIMUM STRUCTURAL CODE 100 CMR 8.00
-MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER
STRUCTURES ASSE 1.0
-NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION
AFPA NDS
-SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS
ACI 301
-BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE -
ACI 318

2. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, COORDINATION OF OTHER TRADES, AND THE TECHNIQUES TO PRODUCE A SOUND AND QUALITY PROJECT. SHORING IS THE RESPONSIBILITY OF THE CONTRACTOR.

3. ALL CONTRACTORS SHALL VERIFY AND COORDINATE ALL DIMENSIONS AND DETAILS RELATED TO THIS PROJECT. CONTRACTORS MUST INFORM ALL DISCREPANCIES BEFORE PROCEEDING.

4. ALL DETAILS AND NOTES SHOWN ON THE CONTRACT DOCUMENTS ARE TYPICAL FOR ALL SIMILAR CONDITIONS EXCEPT WHERE SPECIFICALLY REQUIRED OTHERWISE.

5. NO MAIN FRAMING OR STRUCTURAL MEMBERS ARE TO BE MODIFIED, ALTERED, OR CUT WITHOUT THE APPROVAL

6. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR ALL JOB SAFETY DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO SHEETING, SHORING, AND GUYING STRUCTURES, BARRIERS, AND SIGNAGE.

7. IF ANY QUESTION OR CHANGES, CONSULT WITH THE STRUCTURAL DESIGNER.

STRUCTURAL LOADS:

- | | |
|---|--------|
| PER "MASSACHUSETTS STATE BUILDING CODE," 10TH EDITION | |
| DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES - ASCE | |
| 1-05 | |
| EXPOSURE | B |
| -GROUND SNOW LOAD | 50 PSF |
| -UNBALANCED SNOW LOAD | 50 PSF |
| (ADDITIONAL ALLOWANCES FOR DRIFTING AND SLIDING SNOW) | |
| LIVE LOADS -LIVING SPACE: | 40 PSF |

WOOD FRAMING:

1. ALL WOOD FRAMING SHALL CONFORM TO THE FOLLOWING STANDARDS:
- MASSACHUSETTS RESIDENTIAL CODE 190 CMR.
 - INTERNATIONAL BUILDING CODE - 2015 EDITION.
 - NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION - AFPA NDS.

2. ALL FRAMING MEMBERS SHALL BE NO. 1 / NO.2 OR BETTER WITH A MAXIMUM MOISTURE CONTENT OF 19% UNLESS NOTED OTHERWISE.

- 3 ENGINEERED LUMBER PRODUCTS SHALL HAVE THE FOLLOWING DESIGN VALUES OR BETTER:
- | | | |
|----------------|-----------|-----|
| *COLUMNS GRADE | 3100 Fb | 9D |
| Fc | 3100 | Psi |
| E | 1,300,000 | Psi |

4. ALL LUMBER AND PLYWOOD SHALL BE GRADE-STAMPED BY THE APPROPRIATE MANUFACTURER'S ASSOCIATION FOR THE APPROPRIATE USE.

5. ROOF AND WALL SHEATHING SHALL COMPLY WITH THE FOLLOWING:

- FOR RATED SHEATHING, EXPANSION JOINTS FOR ROOF SHEATHING SHALL HAVE A 100% SPAN RATING. EACH SHEATHING SHELL HAVE ONE PANEL EDGE CLIP BETWEEN SHEATHING SHEETS. LEAVE A 1/8" EXPANSION GAP BETWEEN ALL PANELS AS REQUIRED BY APA. INSTALL SHEETS WITH FACE GRAIN PERPENDICULAR TO SUPPORTING MEMBERS.
- ALL WOOD THAT CONTACTS CONCRETE MASONRY OR EARTH SHALL BE PRESSURE TREATED (PT) WITH A CCA-C 0.40 PROCESS. SEE MANUFACTURER'S RECOMMENDATIONS FOR FASTENING TO PT WOOD.

7. ALL FRAMING SHALL BE PLUMB, TRUE, AND ADEQUATELY BRACED SUCH THAT THE STRUCTURE IS RIGID AND BEARS FULLY WITHOUT THE USE OF SHIMS.

8. BUILD UP ALL FRAMING MEMBERS WITH 16D NAILS AT 16" O. C. MAXIMUM UNLESS NOTED OTHERWISE. PROVIDE PLYWOOD FILLERS BETWEEN MEMBERS TO MATCH WALL THICKNESS.

9. PROVIDE SOLID BLOCKING UNDER ALL CONCENTRATED LOADS. PROVIDE CONTINUITY TO TOP OF FOUNDATION OR FOOTING.

10. PROVIDE A DOUBLE TOP PLATE FOR ALL EXTERIOR WALLS W/SPICES STAGGERED BY 4 FEET MIN.

- II. FASTENERS SHALL COMPLY WITH THE FOLLOWING:
-NAILS SHALL BE COMMON WIRE NAILS, GALVANIZED * EXPOSED
FRAMING
-BOLTS, NUTS, AND WASHER SHALL BE ASTM A-307, HOT DIP
GALVANIZED ATEXTORIOR EXPOSED FRAMING
CONFORMING TO ASTM A153.

- OR APPROVED EQUAL.
-ALL WOOD MEMBERS TO BE NAILED PER THE MASSACHUSETTS
RESIDENTIAL CODE 780 CMR 51.00

12. PLYWOOD SHALL BE NAILED AT 6" O.C. AT ALL JOINTS AND EDGES & AT 10" O.C. AT OTHER SUPPORTS. GLUE PLYWOOD SUB-FLOORS TO JOISTS BEFORE NAILING WITH CONSTRUCTION ADHESIVE.

13. PROVIDE DOUBLE JOISTS UNDER PARALLEL PARTITION WALLS
AT ALL FLOORS UNLESS OTHERWISE NOTED.

APPLICANT/OWNER: EVELYN F. DE COLON	VERIFIED: MDJ INC.
APPROVED: MDJ INC.	SIGNED: MDJ INC.
DRAWN BY: MDJ INC.	ISSUED: FEB. 2025

PROJECT:
DWELLING
RENOVATION

LOCATION:
43 JACKSON STREET,
HAVERHILL MA 01832

CONSULTANT:	REVISION:	REV. #	DATE	DESCRIPTION

STAMP:

DRAWING NO.: S-109	DRAWING NAME: STRUCTURAL NOTES
-----------------------	-----------------------------------

NOTES:
CONTRACTOR SHALL PERFORM ALL
WORKS IN COMPLIANCE WITH THE
COMMONWEALTH OF MASSACHUSETTS
LATEST EDITION OF THE BUILDING
CODE, THE BUILDING BOARD OF
STANDARDS AND REGULATIONS AND
THE CITY OF HAVSBOROUGH, MA.

Paul Magliocchetti
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@ pmagliocchetti@ssjmattorneys.com

233 WINTER ST
Haverhill, MA 01830

12.4

Hearing

October 7, 2025

Ads 9/18 + 9/25

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

Attorney/Agent

Applicant Business/Firm Phone

978-373-9161

Applicant Business/Firm City

Haverhill

Applicant Business/Firm Zip

01830

Client Business Name

233 Winter Street LLC

Client Email

pmagliocchetti@ssjmattorneys.com

Client City

Methuen

Client Zip

01830

Client Business Structure

Limited Liability Corporation (LLC)

Applicant Business/Firm Name

Paul A. Magliocchetti

Applicant Business/Firm Address

70 Bailey Boulevard

Applicant Business/Firm State

MA

Client Name

233 Winter Street LLC

Client Phone

978-373-9161

Client Address

10 Temple Street

Client State

MA

Client County

Essex

New Field

--

JUL 9 AM 11:40
HAVCITYCLERK**Property Information****Proposed Housing Plan Name**

233 Winter Street

How Long Owned by Current Owner?

3 years

Lot Dimension(s)

85 +/- x 140 +/-

Zoning District Where Property Located

CC - Commercial Central

Deed Recorded in Essex South Registry: Page

336

IF YES, How Many Lots?

2

IF YES, Provide Additional Addresses if Different Than "Location" (or Enter NONE)

236 Winter Street

Proposed Street Name(s)

Winter

Type of Dwelling(s) Planned in Project

Apartments

Registry Plat Number, Block & Lot

Map 306, Block 75, Lots 3

Deed Recorded in Essex South Registry: Block Number

34928

Does the Property Have Multiple Lots?

Yes

IF YES, What Is/Are the Map, Block Lot (MBL) Number(s)?

304-61-8,9,10

Thoroughly Describe the Reason(s) for thre Special Permit

See attached Brief in Support

Property Description

See attached plan

Current Property Use

Other

IF OTHER USE, Please Describe

Commercial

TOTAL Number of Units Planned

10

TOTAL Number of Parking Spaces Planned

47

Planned Lot Use**Lot Number**

Lot 1

Lot Plat Number, Bock, Lot

306-75-3

Lot Dimensions

85 +/- x 140 +/-

Number of Existing Buildings on Lot

1

Size of Existing Building(s) on Lot

79.5 x 62.86 +/- GFA 5,325

Number of Buildings Planned for Lot

1

Size of Proposed Building(s)

79.5 x 62.86 +/- GFA 5,325

Number of Families to be Accommodated

10

Extent of Proposed Alterations

Other

IF OTHER ALTERATIONS, Please Describe

Mixed Use

Types of Units Planned on Lot

Rental

Number of Units Planned on Lot

11

Lot Number

Lot 2

Lot Plat Number, Bock, Lot

304-61-8,9,10

Lot Dimensions

100.38 +/- x 159 +/-

Number of Existing Buildings on Lot

2

Size of Existing Building(s) on Lot

0

Number of Buildings Planned for Lot

0

Size of Proposed Building(s)

0

Number of Families to be Accommodated

0

Extent of Proposed Alterations

Renovation

IF OTHER ALTERATIONS, Please Describe

None

Types of Units Planned on Lot

Rental

Number of Units Planned on Lot

30

Special Circumstances**Building Coverage**

--

Dimensional Variance

--

Front Yard Setback

--

Side Yard Setback

--

Rear Yard Setback

--

Lot Depth

--

Building Height

--

Open Space

--

Sign Size

--

Other

--

Lot Frontage

--

Lot Area

--

Floor Area Ratio

--

Parking

--

Use

--

Hearing Waiver

Agrees

No

Agreement & Signature





Agrees

true

PLEASE READ

CCSP-25-7
City Council Special
Permit
Status: Active
Submitted On: 6/4/2025

Primary Location
233 WINTER ST
Haverhill, MA 01830
Owner
233 WINTER STREET, LLC
TEMPLE DRIVE 10
METHUEN, MA 01844

Applicant
 Paul Magliocchetti
 978-373-9161
 pmagliocchetti@ssjmattorneys.com
 70 Bailey Boulevard
Haverhill, MA 01830

Applicant Information

What is Your Role in This Process?*

Attorney/Agent

Applicant Business/Firm Name*

Paul A. Magliocchetti

Applicant Business/Firm Phone*

978-373-9161

Applicant Business/Firm Address*

70 Bailey Boulevard

Applicant Business/Firm City*

Haverhill

Applicant Business/Firm State*

MA

Applicant Business/Firm Zip*

01830

Client Name*

233 Winter Street LLC

Client Business Name*

233 Winter Street LLC

Client Phone*

978-373-9161

Client Email*

pmagliocchetti@ssjmattorneys.com

Client Address*

10 Temple Street



July 18, 2025

Health Department Review

Record No.CCSP-25-7

Status Completed Became Active July 9, 2025
Assignee Bonnie Dufresne Due Date None

Primary Location

233 WINTER ST
Haverhill, MA 01830

Owner

233 WINTER STREET, LLC
TEMPLE DRIVE 10 METHUEN, MA 01844

Applicant

Paul Magliocchetti
 978-373-9161
 pmagliocchetti@ssjmattoorneys.com
 70 Bailey Boulevard
Haverhill, MA 01830

Messages

Bonnie Dufresne July 9, 2025 at 9:55 am
Municipal water and sewer available. If units are rentals - The Board of Health has a rental permit regulation. More than 8 units requires private trash removal. Please supply a trash storage and removal plan.

Step Activity

OpenGov system activated this step	07/09/2025 at 9:33 am
OpenGov system assigned this step to Bonnie Dufresne	07/09/2025 at 9:33 am
Bonnie Dufresne approved this step	07/09/2025 at 9:56 am



July 18, 2025

Police Department Review

Record No.CCSP-25-7

Status Active Became Active July 9, 2025
Assignee Kevin Lynch Due Date None

Primary Location

233 WINTER ST
Haverhill, MA 01830

Owner

233 WINTER STREET, LLC
TEMPLE DRIVE 10 METHUEN, MA 01844

Applicant

Paul Magliocchetti
 978-373-9161
 pmagliocchetti@ssjmattoorneys.com
 70 Bailey Boulevard
Haverhill, MA 01830

Messages

Kevin Lynch July 17, 2025 at 11:16 am
Plans submitted for crosswalk do not show a Rapid Flashing Beacons (RRFBs) as advised in the meeting. Additionally. the crosswalk shown cannot lead to a driveway it must lead to a sidewalk.

Step Activity

OpenGov system activated this step 07/09/2025 at 9:33 am

OpenGov system assigned this step to Kevin Lynch 07/09/2025 at 9:33 am



City of Haverhill, MA

July 18, 2025

Building Inspector Review

Record No. CCSP-25-7

Status Active**Became Active** July 9, 2025**Assignee** Tom Bridgewater**Due Date** None

Primary Location

233 WINTER ST
Haverhill, MA 01830

Owner

233 WINTER STREET, LLC
TEMPLE DRIVE 10 METHUEN, MA 01844

Applicant



Paul Magliocchetti



978-373-9161



pmagliocchetti@ssjmattoorneys.com



70 Bailey Boulevard

Haverhill, MA 01830

Messages

Tom Bridgewater

July 18, 2025 at 9:50 am

A building permit was issued for the first-floor Commercial use and then was revised for second and third floor "Shell Only" however, the contractor chose to go beyond the permit, without authorization, and began roughing in for apartments. Inspectional Services has issued a stop work order until the decision by Council.

Step Activity

OpenGov system activated this step

07/09/2025 at 9:33 am

OpenGov system assigned this step to Tom
Bridgewater

07/09/2025 at 9:33 am



City of Haverhill, MA

July 18, 2025

Fire2 Department Review

Record No. CCSP-25-7

Status Completed**Became Active** July 9, 2025**Assignee** Robert Irvine**Due Date** None





Primary Location

233 WINTER ST
Haverhill, MA 01830

Owner

233 WINTER STREET, LLC
TEMPLE DRIVE 10 METHUEN, MA 01844

Applicant

 Paul Magliocchetti
 978-373-9161
 pmagliocchetti@ssjmattoorneys.com
 70 Bailey Boulevard
Haverhill, MA 01830

Messages

Robert Irvine

July 10, 2025 at 2:18 pm

Fire will require a design professional to submit stamped plans for the sprinkler system as well as the fire alarm system. Also, a 3rd party review of the fire suppression system as well as the fire alarm system. A Master Box notification system shall also be required. Trash storage as well as snow storage will need to be addressed.

Step Activity

OpenGov system activated this step

07/09/2025 at 9:33 am

OpenGov system assigned this step to Robert Irvine

07/09/2025 at 9:33 am

Robert Irvine approved this step

07/10/2025 at 2:18 pm

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



12.9
RICHARD J. SHEEHAN, JR.
TIMOTHY J. SCHIAVONI
ROBERT A. JUTRAS
PAUL A. MAGLIOCCHETTI
SONJA STARINS
THOMAS C. TRETTER
WILLIAM D. CHASE
STEPHEN R. AGNATOVECH

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

VIA UPLOAD

June 4, 2025

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

**RE: Application for a Special Permit
To Construct a Mixed Use
Store and 10-Unit Multi Family Dwelling
Allowed in the CC Zone by SP
Owner/Applicant is 233 Winter Street, LLC
Property: 233 Winter Street (Map 306, Block 75, Lots 3)**

The Owner and Applicant 233 Winter Street, LLC, a Massachusetts Limited Liability Company with an address at 10 Temple Drive, Methuen, MA 01844, submits this application to the City Council for a Special Permit pursuant to the City of Haverhill Zoning Ordinance Chapter 255. The Applicant wishes to construct a Mixed-Use development with a Store and a 10-unit residential dwelling on property it owns at 233 Winter Street, as shown on Site Plan and Floor Plans filed herewith.

A mixed-use development is allowed in the CC zone with a Special Permit from the City Council (see attached Table of Use and Parking Regulations). There are no variances required for this development from the Haverhill Zoning Board of Appeals. The proposed mixed-use development with a Store and a 10-unit residential dwelling is the best use for the property and the neighborhood where it is situated, with other similar buildings in the area and on Winter Street.

The neighborhood is densely populated with other mixed-use multifamily dwellings, and this development will not affect the character of the neighborhood, has ample onsite parking, and will bring added tax revenue to the City. The property, once built out, will greatly improve the parcel and add value to the surrounding properties. The granting of the relief sought may be given without nullifying or substantially derogating from the intent or purpose of the zoning

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

ordinance. Furthermore, the proposed mixed-use development 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. The Site has an existing commercial structure/use, and the additional 10 residential units will not be detrimental to the neighborhood. All concerns of departments during pre-development review are being addressed.

The Applicant meets all the requirements under City of Haverhill Zoning Ordinance Ch. 255, Sec. 10.4.2 for a Special Permit:

1. Community needs for additional housing are served by the proposal which adds needed housing in the City and the proposal also creates a new Latino grocery store and market; Traffic and pedestrian flow and safety have been addressed and required parking for the proposed number of units is being provided. (See Site Plans filed with this Application). The property was previously used as a sandwich shop and as a parking lot, and the development, which includes ample parking, will not be detrimental to traffic, pedestrian flow, and safety, including parking and loading;
2. The neighborhood has adequate infrastructure for utilities and other public services, including public water and sewer;
3. The neighborhood has adequate infrastructure for utilities, emergency services, and other public services, including public water and sewer.
4. The neighborhood character and structures have been addressed in the plans and architectural designs of this project. The new building fits this lot and will fit in with the neighborhood, and there is no impact on the natural environment;
5. There are no obvious impacts to the natural environment since the multi-use building will be situated in a densely populated neighborhood and it is similar in size and mass to neighboring properties. Additionally, the new housing in the neighborhood will be attractive to residents that fit in with the neighborhood character and social structures; and
6. The development of this mixed-use development with a store and 10 residential units will have a positive fiscal impact on the City's tax base which will contribute to supporting City services.

In addition, the applicant has appeared before the City's Developmental Review Board for pre-development review and all issues and concerns have been addressed. For more specific details regarding compliance with Sec. 10.4.2, Sec. 6.3.3 (1-9), and City Council Ordinance 92B, reference is made to the site plans and building plans, and the Information Required Pursuant to City Council Ordinance 92B attached to the application. Furthermore, the Applicant meets the requirements under applicable City of Haverhill Zoning Ordinances including but not limited to Ch. 255, Sec. 6.1 regarding parking, and Ch. 255, Sec. 8.3.2 regarding affordability.

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

The Applicant respectfully requests that the City Council approve this Application for a Special Permit for the Mixed-Use development with a Store and a 10-unit residential dwelling on property it owns at 233 Winter Street.

Respectfully submitted,

Paul A. Magliocchetti

Paul A. Magliocchetti, Esquire
pmagliocchetti@ssjmattorneys.com

Property Address: 233 Winter Street, 3-5 Lewis Street, Haverhill, MA 01830



SO.ESSEX #395 Bk:41098 Pg:482
07/29/2022 01:05 PM DEED Pg 1/3
eRecorded

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 07/29/2022 01:05 PM
ID: 1539836 Doc# 20220729003950
Fee: \$4,104.00 Cons: \$900,000.00

Quitclaim Deed

KARM Realty LLC, a Massachusetts Limited Liability Company with a business address of 42 Stillman Road, Lynnfield, MA 01940, in consideration Paid and in full consideration of Nine Hundred Thousand Dollars and 00/100 (\$900,000.00) **GRANT TO 233 Winter Street, LLC**, a Massachusetts Limited Liability Company with a business address of 10 Temple Drive, Methuen, MA 01844

With ***QUITCLAIM COVENANTS***

PARCEL 1

The land in Haverhill, Essex County, Massachusetts, with the buildings thereon with an address of 233 Winter Street, Haverhill, Massachusetts, shown as occupied by an existing building on a plan entitled "Plan of Land in Haverhill, Massachusetts Owned by Gerald A. Berube" dated December 16, 1983, by William G. Troy & Associates bounded and described as follows:

Southerly by Winter Street, eighty-five and 85/100 (85.85) feet;
Westerly by Lewis Street, ninety-nine and 18/100 (99.18) feet;
Northerly by land shown on said plan as now for formerly of Leon J. Blanchet,
Easterly by land shown on said plan as now or formerly of George and Helen Siodis, ninety-seven and 30/100 (97.30) feet;

Containing 8,150 square feet according to said plan.

PARCEL 2

The land in Haverhill, Essex County, Massachusetts, with the buildings thereon with an address of 3-5 Lewis Street, Haverhill, Massachusetts, bounded and described as follows:

Beginning at the Southwesterly corner thereof bu land now or formerly of H.K Snow and by said Lewis Street; and thence running Northerly by said Lewis Street forty-three (43) feet to land now or formerly of Mary A. McCarty; thence running Easterly by said McCarty land about ninety-three (93) feet to land of heirs of R. Regan; thence running Southerly by said Regan land and land now of formerly of F. Donahue about forty-three (43) feet to land of Snow; and thence

running Westerly by said land now for formerly of Snow about ninety-two (92) feet to the pint begun at.

The grantor herein release any and all rights of homestead they may have acquired in and to the subject property by statute or otherwise and further states under the pains and penalties of perjury, no other person has the right to claim homestead benefits in said property.

For Grantor's Title, see deed dated May 17, 2016 and recorded with the Southern Essex at Book 34928, Page 336.

Executed as a sealed instrument this 27th day of July, 2022

s

KARM REALTY LLC

[Signature]

By: Mahavir Patel

Its: Manager

[Signature]

By: Ramila A. Patel

Its: Manager

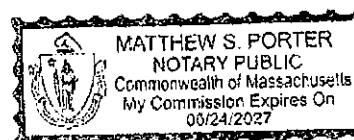
Commonwealth of Massachusetts

Bristol, ss.

On this 27th day of July, 2022 before me, the undersigned notary public, personally appeared **Mahavir Patel and Ramila A. Patel, Managers of KARM REALTY LLC**, the above-named and proved to me through satisfactory evidence of identification, to be the person whose name is signed on this document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose and that the foregoing instrument is his/her/their free act and deed on behalf of KARM REALTY LLC.

Notary Public: [Signature]

My Commission Expires: 6/24/27



Special Permit Application-233 Winter Street, Haverhill, MA
City Council Rules and Regulations for Special Permits Information Required
Pursuant to City Ordinance 92B

General Criteria: General Special Permit Criteria

1. As required by the Special Permit criteria section of the Zoning Ordinance (Section 10.4.2), in order to grant a Special Permit, a Special Permit Granting Authority must make a written determination "that the proposed use or structure(s) shall not cause substantial detriment to the neighborhood or the City, taking into account the characteristics of the site and of the proposal in relation to that site." Under Section 10.4.2, "[i]n addition to any specific factors that may be set forth in th[e] [zoning] chapter, such determination shall include consideration of each of the following:
2. Community needs served by the proposal;
3. Traffic and pedestrian flow and safety, including parking and loading;
4. Adequacy of utilities and other public services;
5. Neighborhood character and social structures;
6. Impacts on the natural environment; and
7. Potential fiscal impact, including impact on City services, tax base, and employment.

Specific Findings Under Zoning Ordinance Section 10.4.2

1. Community needs served by the proposal: Haverhill has a large and growing Latino community and the commercial use on the site will be a Latino store and market. Additionally, countless articles and reports have emphasized the need for additional housing, including affordable opportunities for low to moderate income households. Haverhill is no exception to this demand and has recently adopted new ordinances intended to address the local housing shortage, including but not limited to the MBTA zone, and ADU's. The applicant has agreed to comply with the city's ordinance and designate one of the 10 residential units as an affordable unit.
2. Traffic and pedestrian flow and Safety, including parking and loading: Careful attention has been given to traffic flow and pedestrian safety in this development plan. As part of the additional housing in the development the Applicant has agreed to purchase the lot across the street for additional parking for the store and the residents. The entrance for the store parking at to the rear of the property has access off of Lewis Street, where

the entrance to the store is also located. Locating the parking lot to the rear will prevent the hazards of cars entering and exiting onto Winter Street traffic throughout the day. There is also an entrance in the front of the building to allow for additional pedestrian and emergency access to the building directly from Winter Street. The parking lots are large for the neighborhood and provide more than the required number of spaces for the development. These details are outlined in the provided site plans filed with this Application.

3. Adequacy of utilities and other public services: The existing building is already connected to domestic water, emergency systems, and city sanitary systems, so no major utility extensions are required for this project. The proposed site plan as well as the building plans have been reviewed by all departments and complies with Section 6.3.3(8) concerning utilities, security, and emergency systems, ensuring all new connections meet city standards without the need for special approvals. City departments have raised no concerns about utility availability at this time, and the parcel's location within the neighborhood provides ample utility access. This favorable positioning as a corner lot, and proximity to the additional parking allow for seamless integration of the mixed-use building into existing infrastructure, minimizing disruptions, and ensuring efficient service delivery. The project team will continue to collaborate closely with the city's development team to confirm that all utility connections align with the city's expectations and requirements.
4. Neighborhood character and social structures: The proposed mixed-use development is consonant with neighborhood character and social structures, and the addition of the 10 residential units represents a substantive change in the current use of the lot. The new building will only marginally decrease the percentage of open space on the site and will greatly improve the aesthetics of the site. Unsightly elements such as dumpsters and trash receptacles will be shielded to the rear corner of the site away from public view.
5. Impact on natural environment: There are no expected impacts to the natural environment as a consequence of this project. The new addition will only marginally decrease the percentage of open space on the site, and the building has been designed to blend in with its surroundings in size and mass.
6. Potential fiscal impact, including impact on City services, tax base, and employment: This project will have minimal or no impact on city services. It is believed that this project will increase the tax base and due to the residential units size, have minimal or no impact on schools. This development will create as many as 20 new jobs, desperately needed housing opportunities, and significantly increase the city's tax revenues over what the current tax revenues are.

Specific Findings Under Zoning Ordinance Section 6.3.3

Lighting: The proposed lighting for this project will comply with city standard 6.3.3(1): The existing lot lighting will remain largely unchanged, with the addition of lights directed at the crosswalk for pedestrians, at the request of Haverhill Police Department. The exterior building and parking lot lights are designed to ensure no light is directed outward beyond the property, minimizing glare and maintaining a focused, compliant lighting environment where required on the site. Reference is made to the building plans submitted with this application.

Noise: The project will comply with city standard 6.3.3(2) as it pertains to noise: Construction will abide by the restrictions set forth in Chapter 1 82 of the Haverhill Code and 310 CMR 7.10 of the Department of Environmental Protection's regulations. A dumpster and trash receptacles will be located at the rear corner of the periphery of the site which should reduce noise at times of refuse collection.

Landscaping: 6.3.3 (3): The lot is located in the city's urban center and has minimal lot space for landscaping. The limited landscaping will be minimal and consistent with neighboring properties.

Stormwater Management: The proposed development will comply with city standard 6.3.3(4), and the Applicant will provide details on a plan as required by the city's development team. All necessary Erosion Prevention and Sediment Control (EPSC) measures will be implemented if required during construction to minimize sediment displacement, and maintain compliance with city regulations.

Site development Standards: The proposed development plan complies with all site development standards outlined in Section 6.3.3(5). The area of disturbance has been carefully minimized to accommodate the new building, ensuring the best and most efficient use of the limited land area. This thoughtful approach preserves the functionality of the site while reducing disturbance and improving accessibility for residents and visitors.

Pedestrian and Vehicular Access/Traffic Management: Careful attention has been given to traffic flow and pedestrian safety in this development plan ensuring adherence to Section 6.3.3(6). The relocation of the building to the front of the site and the removal of the parking entrance on winter street are intended to reduce issues related to traffic management, vehicular access, and pedestrian access. Pedestrian traffic and parking will be located at the rear of the building and across the street, while there will also be customer, tenant and visitor access in the front and rear of the building. The customer parking is designated at the rear of the building during operating hours, and residents will have assigned parking across the street at 236 Winter Street, (as shown on the plans) which maintains separation of these traffic elements. The site complies with code requirements related to parking. Detailed parking requirements are outlined in the Site Plans. The Applicant has agreed to work with the city to install pedestrian lights and other agreed to safety measures. A traffic study has not been requested by city departments.

Aesthetics: The proposed design of the building complies with the neighborhood compatibility requirement outlined in Section 6.3.3(7). Prior to construction the developer worked closely with the building inspector and all plans were reviewed by city departments. The new building, while modern in design, fits in with other newer buildings nearby, closely matches the mass and density of surrounding buildings.

Utilities/Security/Emergency Systems: The existing building is already connected to domestic water, fire, and city sanitary systems, so no major Utility extensions are required for this project. Sewer, fire, and sanitary connections have been established for the new building, all of which will be detailed on plans and will be further coordinated with city's development team. The proposed development fully complies with Section 6.3.3(8) concerning utilities, security, and emergency systems, ensuring all new connections meet city standards without the need for special approvals. The city's development team has raised no concerns about utility availability at this time, and the parcel's central location within the city provides ample utility access. This favorable positioning allows for seamless integration of the expansion into existing infrastructure, minimizing disruptions and ensuring efficient service delivery. The project team will continue to collaborate closely with the city's development team to confirm that all utility connections align with the city's expectations and requirements.

Other General Standards: The proposed development will cause no substantive change in the current parcel's compliance with Section 6.3.3(9). The new building will not be conducted in a manner as to emit any dangerous, noxious, injurious or otherwise objectionable fire, explosion, radioactive or other hazard; noise or vibration, smoke, dust, odor or other form of environmental pollution; electrical or other disturbance; glare; liquid or solid, refuse or wastes; conditions conducive to the breeding of insects, rodents or other substance, conditions or element in an amount as to affect adversely the surrounding environment. All operations shall be conducted in such a manner so as to comply with the laws of the Commonwealth of Massachusetts regulating air pollution.

Based upon all of the above as well as all the plans and other documents filed with this Application, the Applicant believes this Petition meets all the requirements under Chapter 255 Section 10.4.2 for a Special Permit:

1. Community needs for additional housing are served by the proposal which adds needed housing in the City and the proposal also creates a new Latino grocery store and market;
2. Traffic and pedestrian flow and safety have been addressed and required parking for the proposed number of units is being provided. (See Site Plans filed with this Application). The property was previously used as a sandwich shop and as a parking lot, and the development, which includes ample parking, will not be detrimental to traffic, pedestrian flow, and safety, including parking and loading;
3. The neighborhood has adequate infrastructure for utilities, emergency services, and other public services, including public water and sewer;

4. The neighborhood character and structures have been addressed in the plans and architectural designs of this project. The new building fits this lot and will fit in with the neighborhood, and there is no impact on the natural environment;
5. There are no obvious impacts to the natural environment since the multi-use building will be situated in a densely populated neighborhood and it is similar in size and mass to neighboring properties. Additionally, the new housing in the neighborhood will be attractive to residents that fit in with the neighborhood character and social structures; and
6. The development of this mixed-use development with a store and 10 residential units will have a positive fiscal impact on the City's tax base which will contribute to supporting City services.

Respectfully submitted,

Paul A. Magliocchetti

Paul A. Magliocchetti, Esquire
pmagliocchetti@ssjmattorneys.com

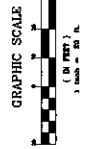
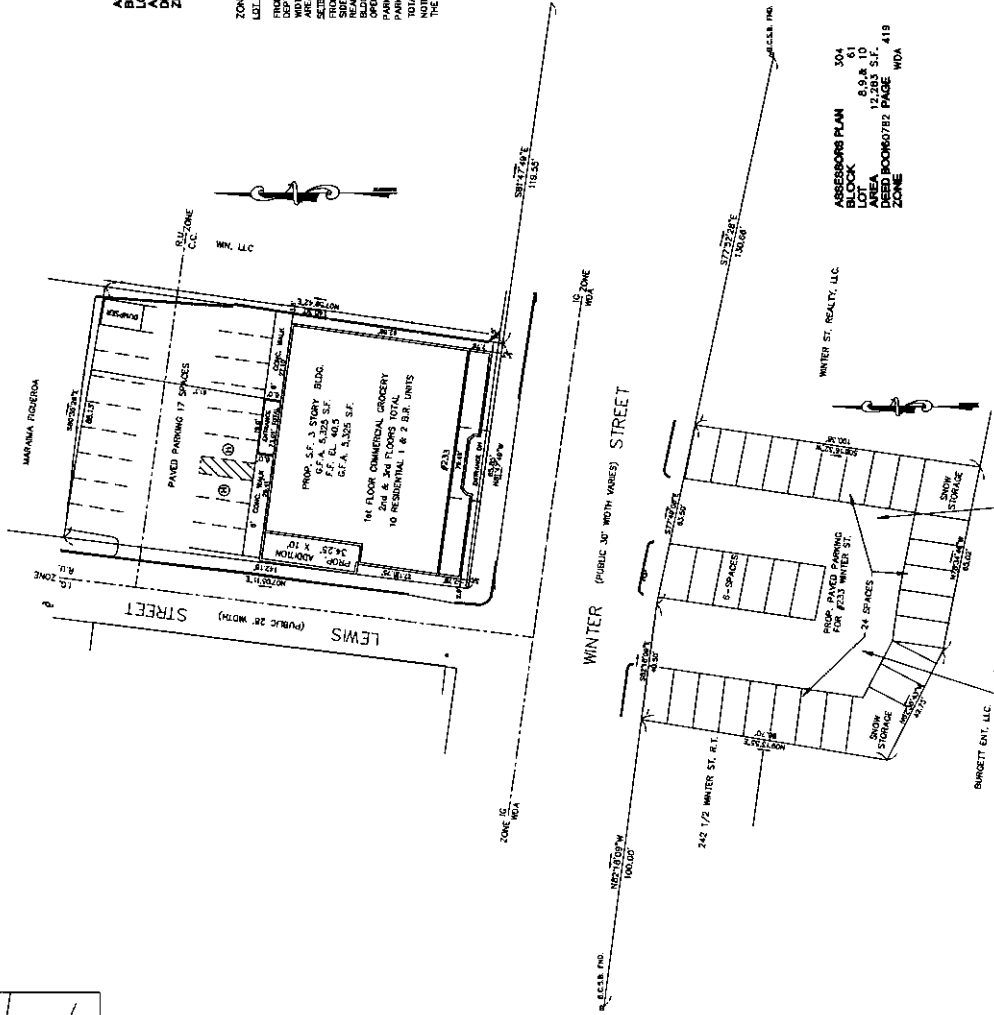
PROPOSED SITE PLAN OF LAND AT 233 & 238 WINTER STREET HAVERHILL, MASSACHUSETTS MAY 22, 2025

OWNER/APPLICANT:
233 WINTER STREET, LLC
10 TEMPLE DR.
METHUEN, MA 01844

ASSESSORS PLAN 306
BLOCK 75
LOT 3
DEED BOOK 4928 PAGE 336
ZONE CC, RU

ZONING REQUIREMENTS ZONE: CC
LOT 306-75-3
FRONTAGE 140.30'
DEPTH 100'
AREA 14,030 S.F.
SETBACKS 0 0 0
REAR YARD 0 0 0
OPEN SPACE 0 0 0
PARKING RESIDENTIAL 21
TOTAL PARKING PROVIDED 21
THE PROPOSED LOT AT 233 WINTER ST. WILL BE LIMITED TO 21 PARKING SPACES.

- GENERAL NOTES:**
1. The contractor shall obtain all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts.
 2. The contractor shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts.
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 6. The contractor shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts.
 7. All detailed construction shall be in accordance with the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be in accordance with the City of Haverhill, Massachusetts, and the State of Massachusetts.
 8. The contractor shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts.
 9. The contractor shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts.
 10. The contractor shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts.
 11. All proposed grades shall be in accordance with the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be in accordance with the City of Haverhill, Massachusetts, and the State of Massachusetts.
 12. Vertical clearances shall be in accordance with the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be in accordance with the City of Haverhill, Massachusetts, and the State of Massachusetts.
 13. The contractor shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts, and shall be responsible for obtaining all necessary permits from the City of Haverhill, Massachusetts, and the State of Massachusetts.



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

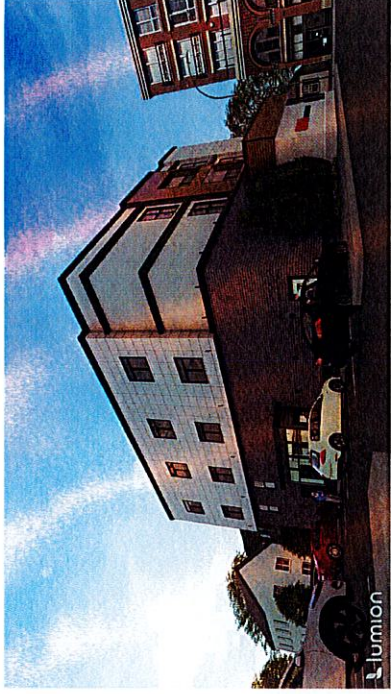
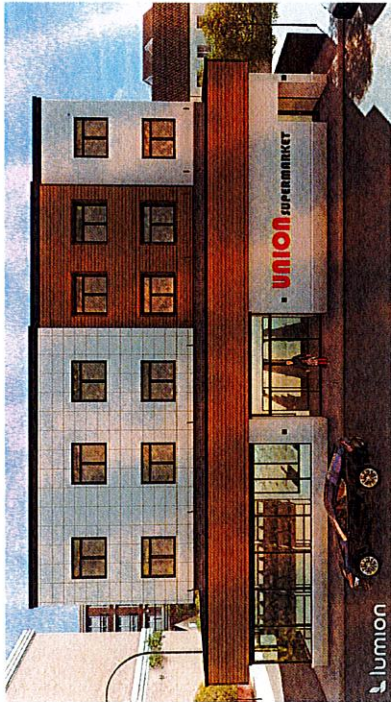


ROBERT A. MAYS, P.E.

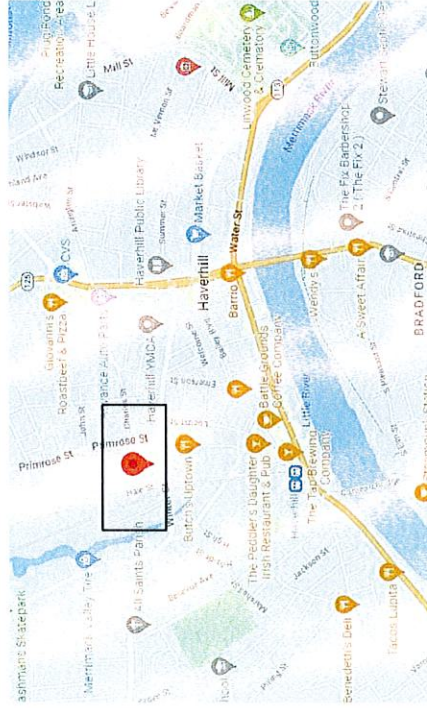
PROPOSED MIX-USED BUILDING

ADDRESS: 233 WINTER ST, HAVERHILL, MA 01830

OWNER: UNION SUPERMARKET



233 WINTER ST,

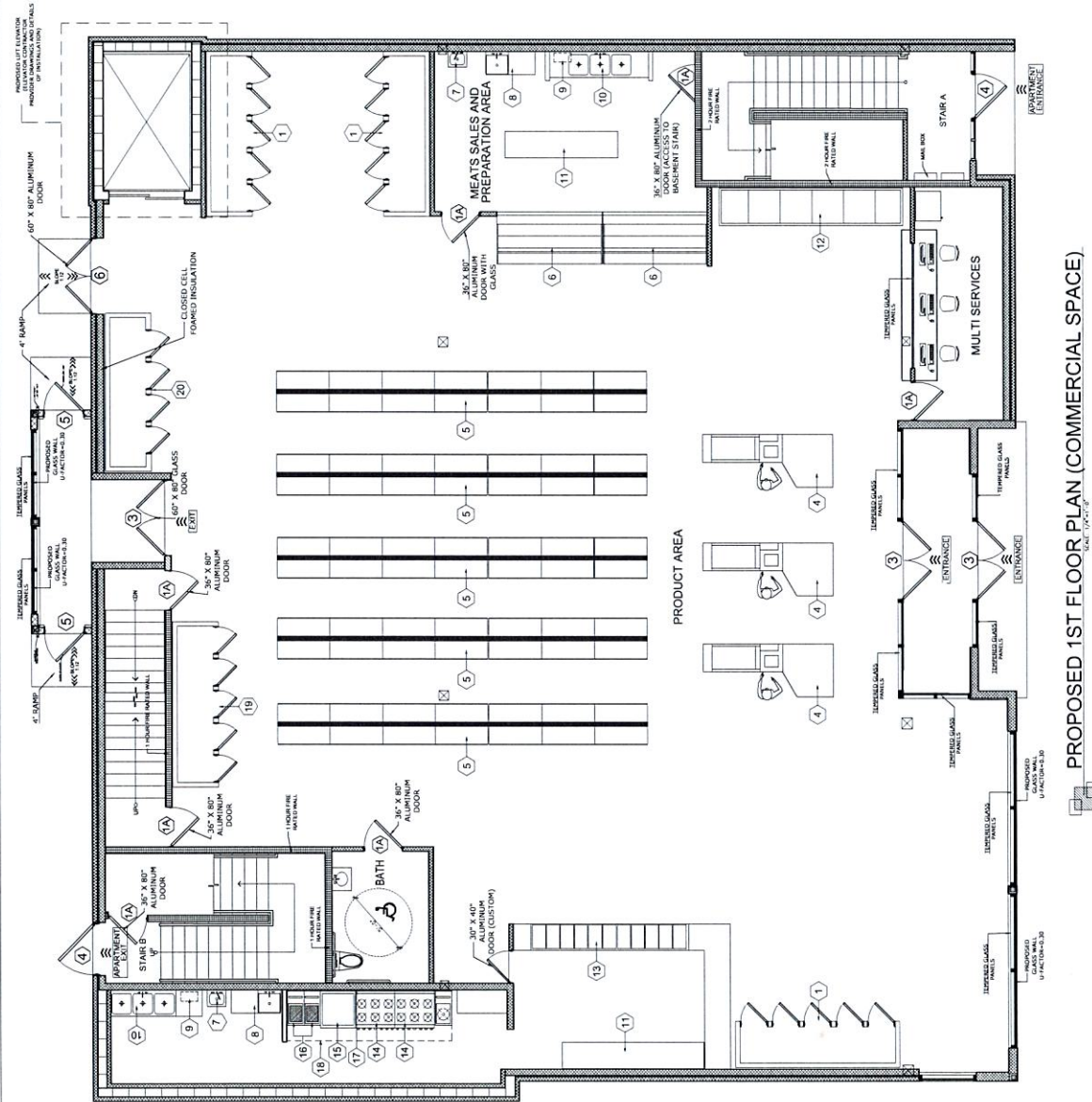


LOCATION

GENERAL NOTES :

- 1- ALL WORK SHALL COMPLY WITH STATE AND LOCAL BUILDING CODES AND REGULATIONS.
- 2- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, 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 AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NOTIFY THE OWNER OR DESIGNER 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, REVISIONS, MODIFICATIONS OR DEVIATION FROM THE DRAWINGS, 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 TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS, WHERE NO DETAILS ARE SHOWN. CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT.
- 9- GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION.
- 10- CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS (9TH EDITION OF THE MBSC.780) (2015 IBC AND THE COMMONWEALTH OF MASSACHUSETTS AMENDMENT TO THE INTERNATIONAL COMMERCIAL CODE 2015) AND THE CITY OF HAVERHILL ORDINANCES.

(IN FEET)
1 inch = 20 ft.



PROPOSED 1ST FLOOR PLAN (COMMERCIAL SPACE)

NOTE:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS (9TH EDITION OF THE MISC.780 CMR 5.0.00) (2015 IBC AND THE COMMONWEALTH OF MASSACHUSETTS AMENDMENT TO THE INTERNATIONAL BUILDING CODE 2015) AND THE CITY OF HAVERHILL ORDINANCES.

LEGEND	
	PROPOSED FIRE RATE WALL
	PROPOSED NEW WALL

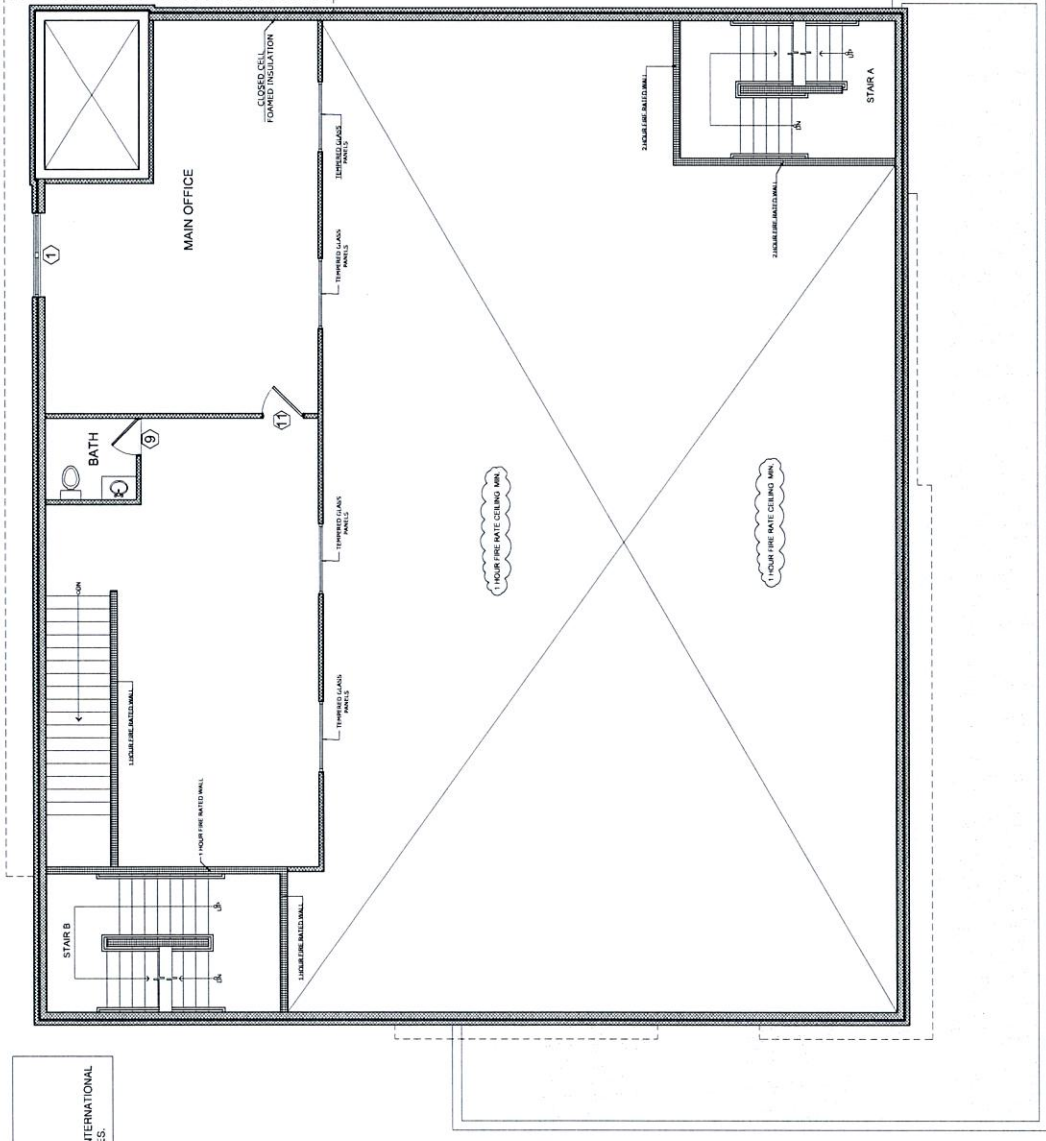
LEGEND	
1	FRIDGES
2	FRIDGE FOR FROZEN FOOD
3	FRIDGE FOR VEGETABLES
4	CASHIERS STATIONS
5	SHELVING & DISPLAYS
6	MEATS SALES FREEZER
7	HAND SINK
8	PREP SINK
9	BIG DIPPER GREASE INTERCEPTOR
10	3 BOWL SINK
11	STAINLESS STEEL WORK TABLE
12	14' LONG FRIDGE FOR MEAT
13	HOT + COLD GLASS ENCLOSED FOOD DISPLAY UNIT
14	6 BURNER STOVE OVEN 36"
15	CHARBROILER GRILL 36"
16	FRYER 15"x31"x48" S. STEEL
17	1" METAL STUD WITH 1/2" NON-COMBUSTIBLE BOARD 3 M. ZERO CLEARANCE
18	HOOD 4'-0" - 9'-6" FIRE SUPPRESSION SYSTEM
19	FREEZER FOR BEERS
20	FREEZER FOR WINE

A-111.00

SCALE: 1/4" = 1'-0"
DATE: 07-16-2024

PROPOSED MIX-USED BUILDING
ADDRESS: 233 WINTER ST. HAVERHILL, MA 01830
OWNER: UNION SUPERMARKET
DESIGNED BY: CALCOL DESIGN GROUP

13 LOWELL STREET, LAWRENCE, MA 01840
PHONE: 978-683-8833
EMAIL: CALCOL@CALCOL-MA.COM
WWW.CALCOL-MA.COM



NOTE:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS (9TH EDITION OF THE MISC.780 CMR 51.00) (2015 IBC AND THE COMMONWEALTH OF MASSACHUSETTS AMENDMENT TO THE INTERNATIONAL BUILDING CODE 2015) AND THE CITY OF HAVERHILL ORDINANCES.

LEGEND	
	PROPOSED FIRE RATE WALL
	PROPOSED NEW WALL

PROPOSED MEZZANINE FLOOR PLAN
SCALE: 1/4" = 1'-0"

LEGEND	
	PROPOSED FIRE RATE WALL
	PROPOSED NEW WALL

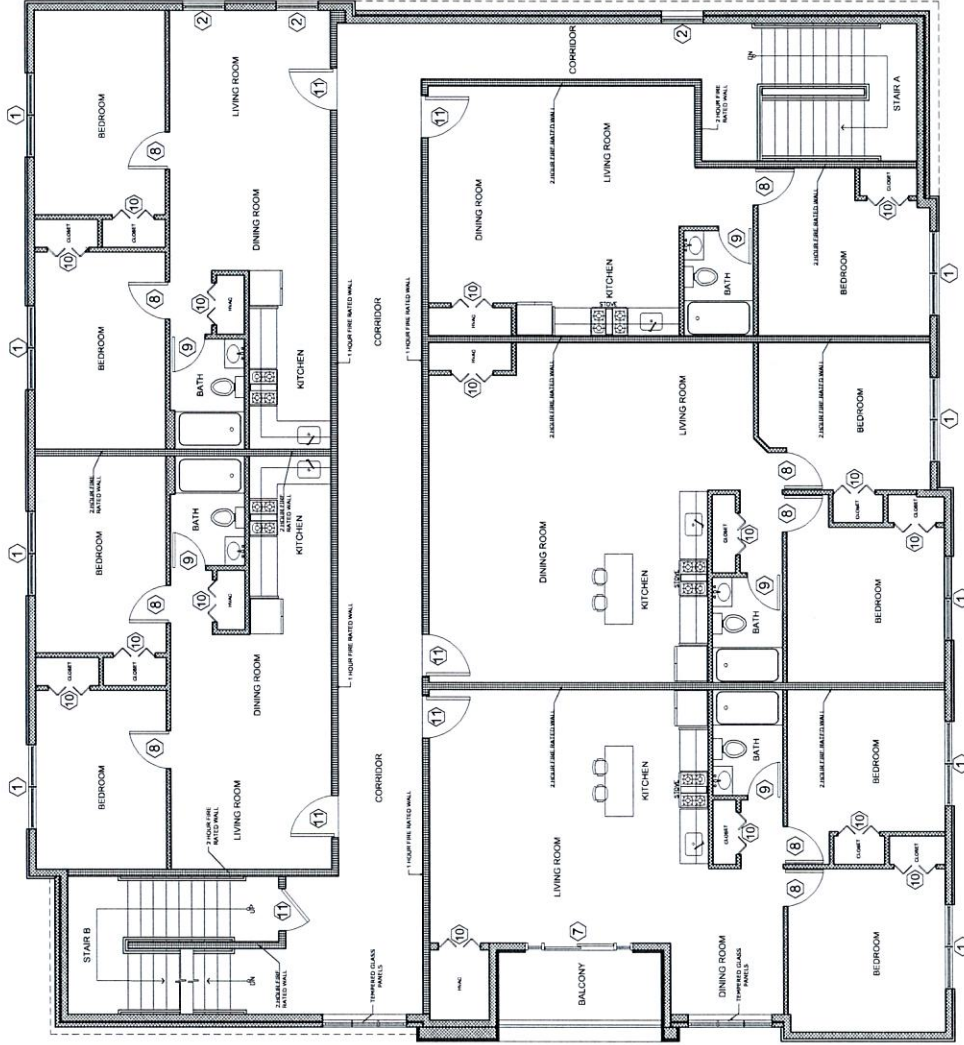
PROPOSED 2ND FLOOR PLAN (RESIDENTIAL UNIT)



NOTE:
CONTRACTOR SHALL REPERFORM ALL WORKS IN COMPLIANCE
WITH THE CITY OF HAVERHILL ORDINANCES, MASSACHUSETTS
(9TH EDITION OF THE MSCC 780 CMR 51.00) (2015 IBC AND THE
COMMONWEALTH OF MASSACHUSETTS AMENDMENT TO THE INTERNATIONAL
BUILDING CODE 2015) AND THE CITY OF HAVERHILL ORDINANCES.

LEGEND

- PROPOSED FIRE RATE WALL
- PROPOSED NEW WALL



PROPOSED 3RD FLOOR PLAN (RESIDENTIAL UNIT)



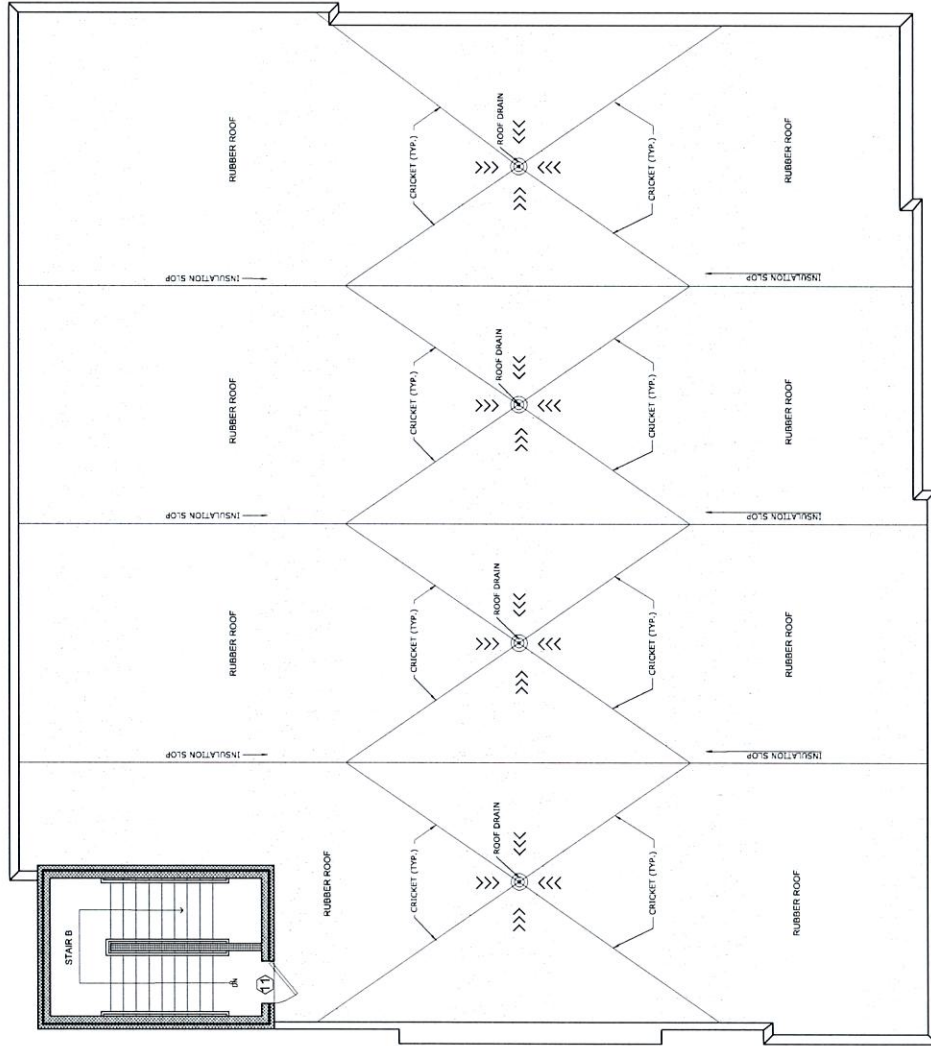
CALCOL
ARCHITECTS
231 WINTER ST. 3RD FL.
HAVERHILL, MA 01830
TEL: 978.375.1111
WWW.CALCOLARCHITECTS.COM

13 CONELL, 11 SERVICE, LANSING, MA 01841
P-CALL: 848-406-0003
E-MAIL: info@calcol.com
CALCOL ARCHITECTS, INC.
231 WINTER ST. 3RD FL.
HAVERHILL, MA 01830
TEL: 978.375.1111
WWW.CALCOLARCHITECTS.COM

PROPOSED MIX-USED BUILDING
ADDRESS: 233 WINTER ST. HAVERHILL, MA 01830
OWNER: UNION SUPERMARKET
DESIGNED BY: CALCOL ARCHITECTS, INC.

SCALE: 1/4" = 1'-0"
DATE: 07-16-2024

A-113.00



NOTE:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS REGULAR FIRE CODE, THE COMMONWEALTH OF MASSACHUSETTS AMENDMENT TO THE INTERNATIONAL BUILDING CODE 2015, AND THE CITY OF HAVERHILL ORDINANCES.

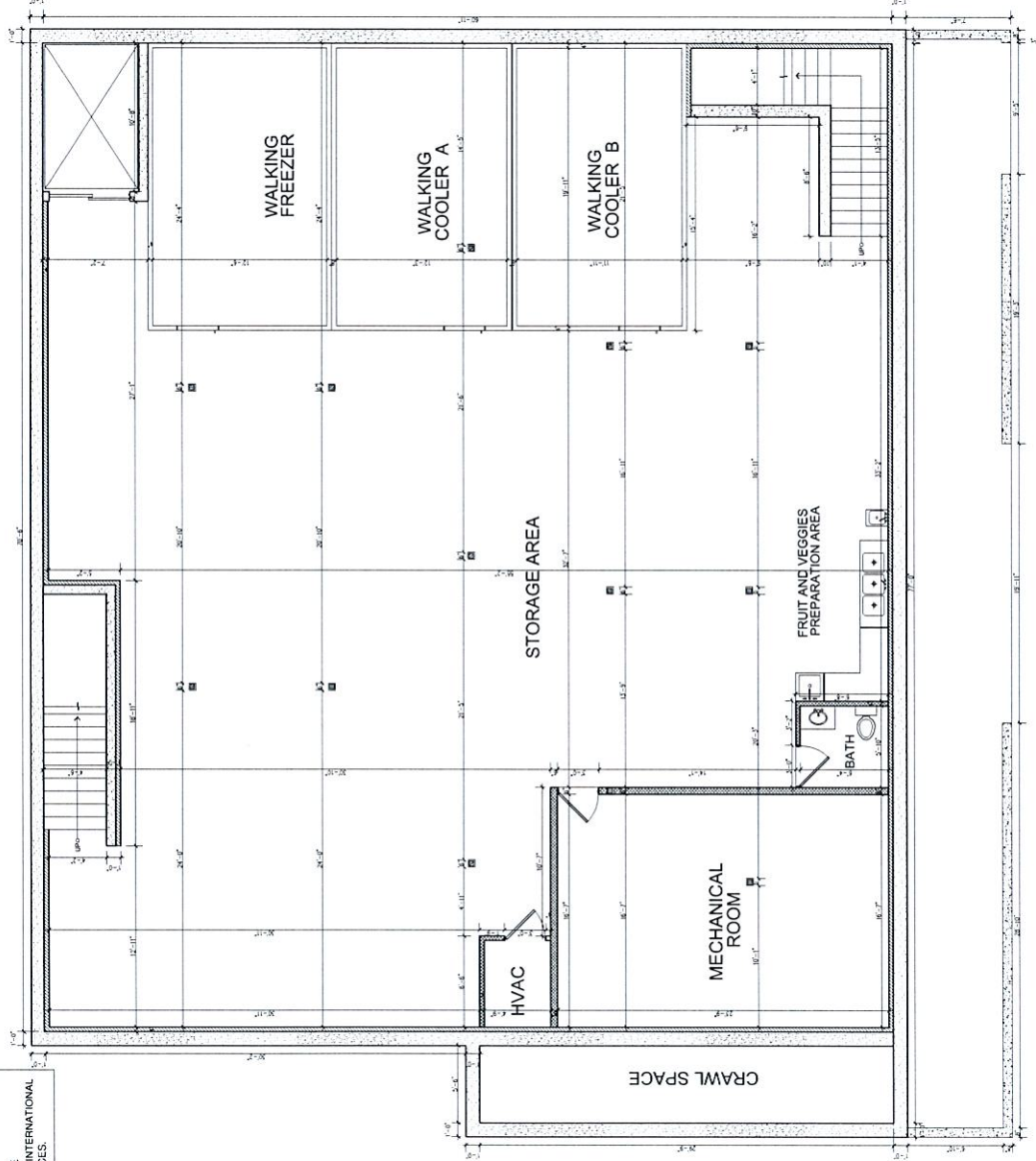
LEGEND	
	PROPOSED FIRE RATE WALL
	PROPOSED NEW WALL

PROPOSED ROOF PLAN
DATE: 07-16-24

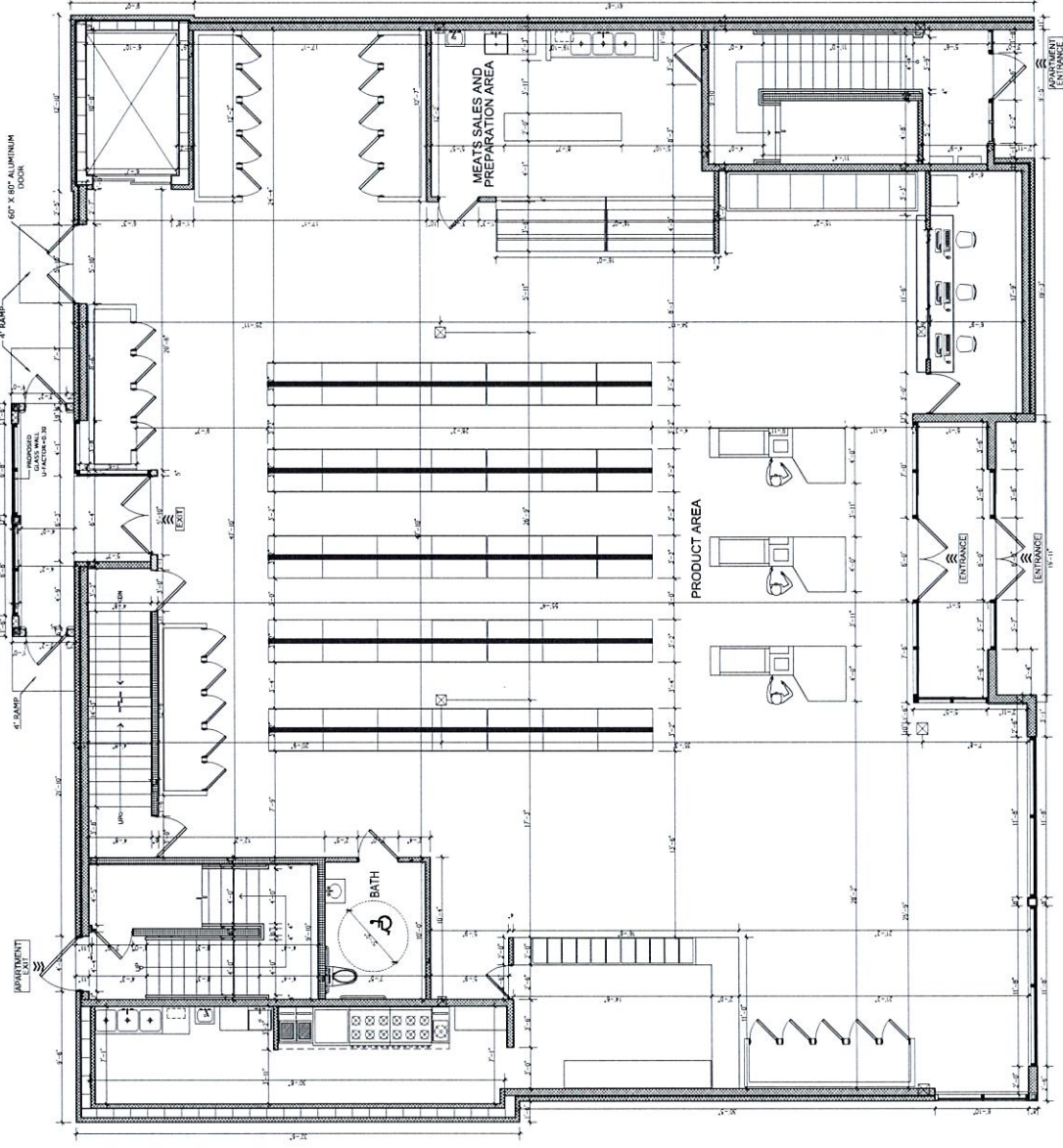


NOTE:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS (9TH EDITION OF THE MISC.780 CMR §1.00) (2015 B.C. AND THE COMMONWEALTH OF MASSACHUSETTS INTERNATIONAL BUILDING CODE 2015) AND THE CITY OF HAVERHILL ORDINANCES.

NOTE:
CONTRACTOR SHALL, BEFORE START WORK, VERIFY EVERY DIMENSION AND HEIGHT.



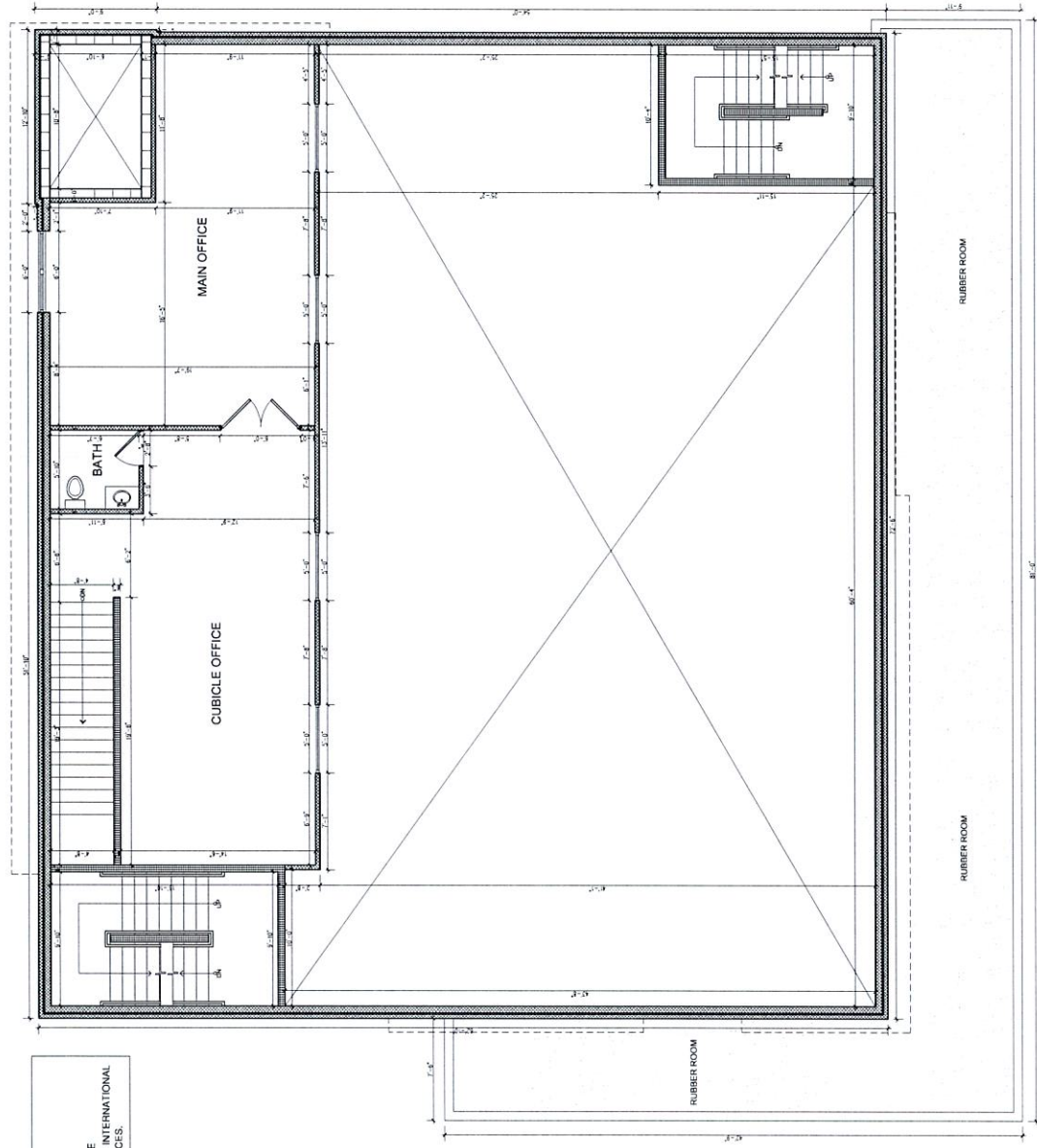
(DIMENSION PLAN)
PROPOSED BASEMENT FLOOR PLAN
Scale: 1/4" = 1'-0"



PROPOSED 1ST FLOOR PLAN (COMMERCIAL SPACE)
(DIMENSION PLAN)
DATE: 10/08/2024

NOTE:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE CITY OF HAVERHILL ORDINANCES AND THE COMMONWEALTH OF MASSACHUSETTS AMENDMENT TO THE INTERNATIONAL BUILDING CODE (2015) AND THE CITY OF HAVERHILL ORDINANCES.

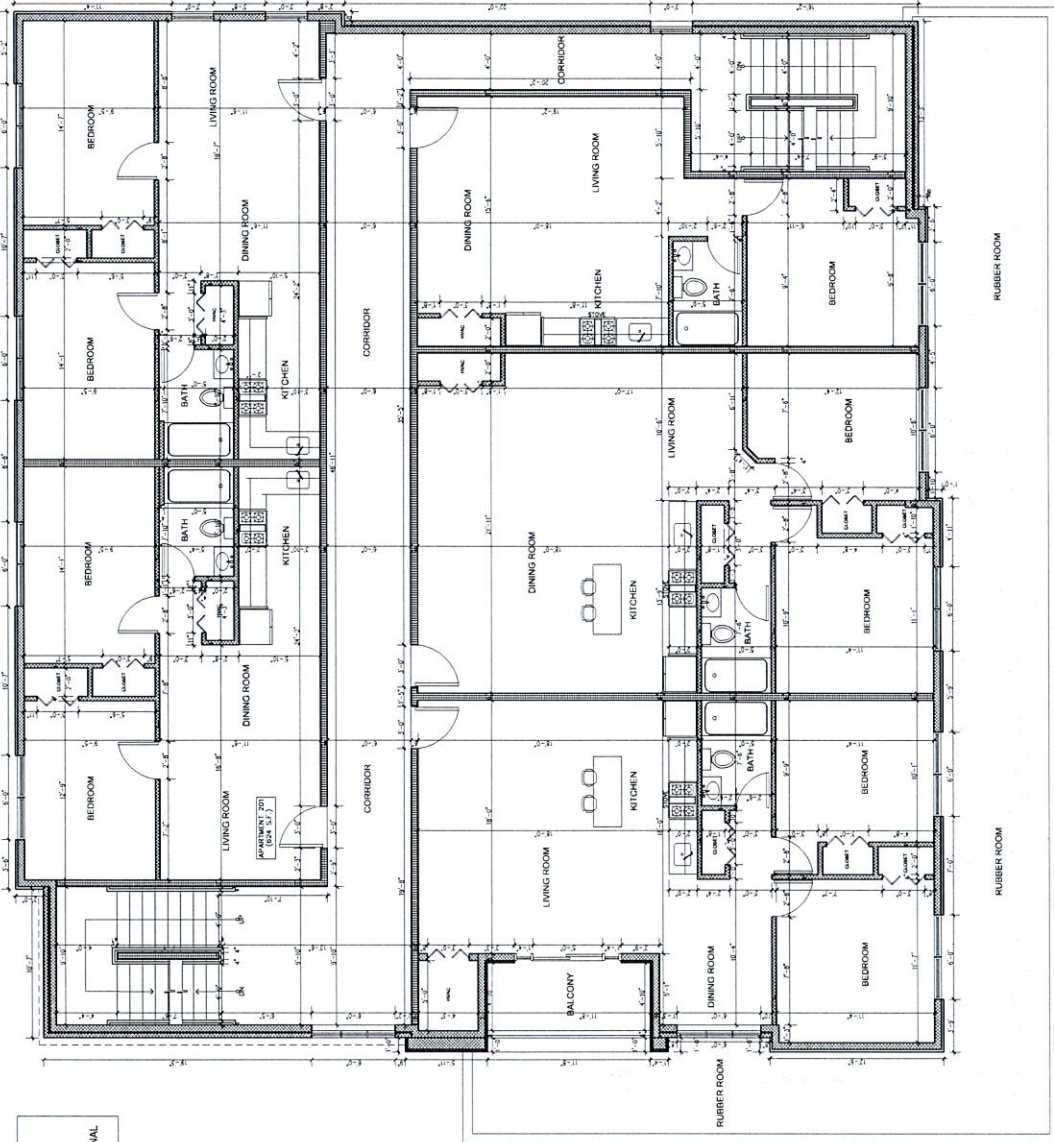
NOTE:
CONTRACTOR SHALL BEFORE START WORK, VERIFY EVERY DIMENSION AND HEIGHT.



NOTE:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS (9TH EDITION OF THE MISC.780 CMR 51.001 IBC AND THE COMMONWEALTH OF MASSACHUSETTS AMENDMENT TO THE INTERNATIONAL BUILDING CODE 703) AND THE CITY OF HAVERHILL ORDINANCES.

NOTE:
CONTRACTOR SHALL BEFORE START WORK, VERIFY EVERY DIMENSION AND HEIGHT.

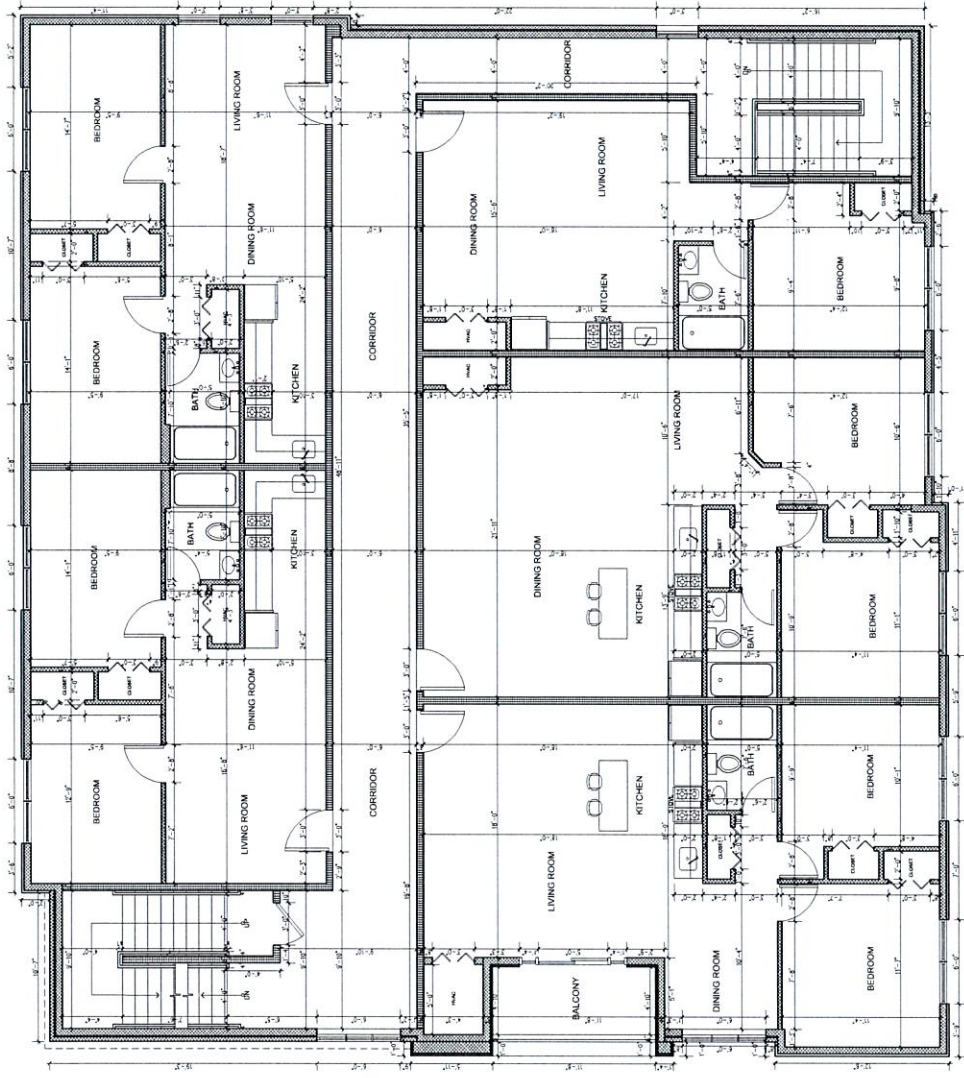
(DIMENSION PLAN)
PROPOSED MEZZANINE FLOOR PLAN
SCALE: 1/4" = 1'-0"



PROPOSED 2ND FLOOR PLAN (RESIDENTIAL UNIT)
(DIMENSION PLAN)
DATE: 07/16/2024

NOTE:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS (9TH EDITION OF THE MISC. 780 CMR 51.00) (2015 IBC AND THE COMMONWEALTH OF MASSACHUSETTS AMENDMENT TO THE INTERNATIONAL BUILDING CODE 2015) AND THE CITY OF HAVERHILL ORDINANCES.

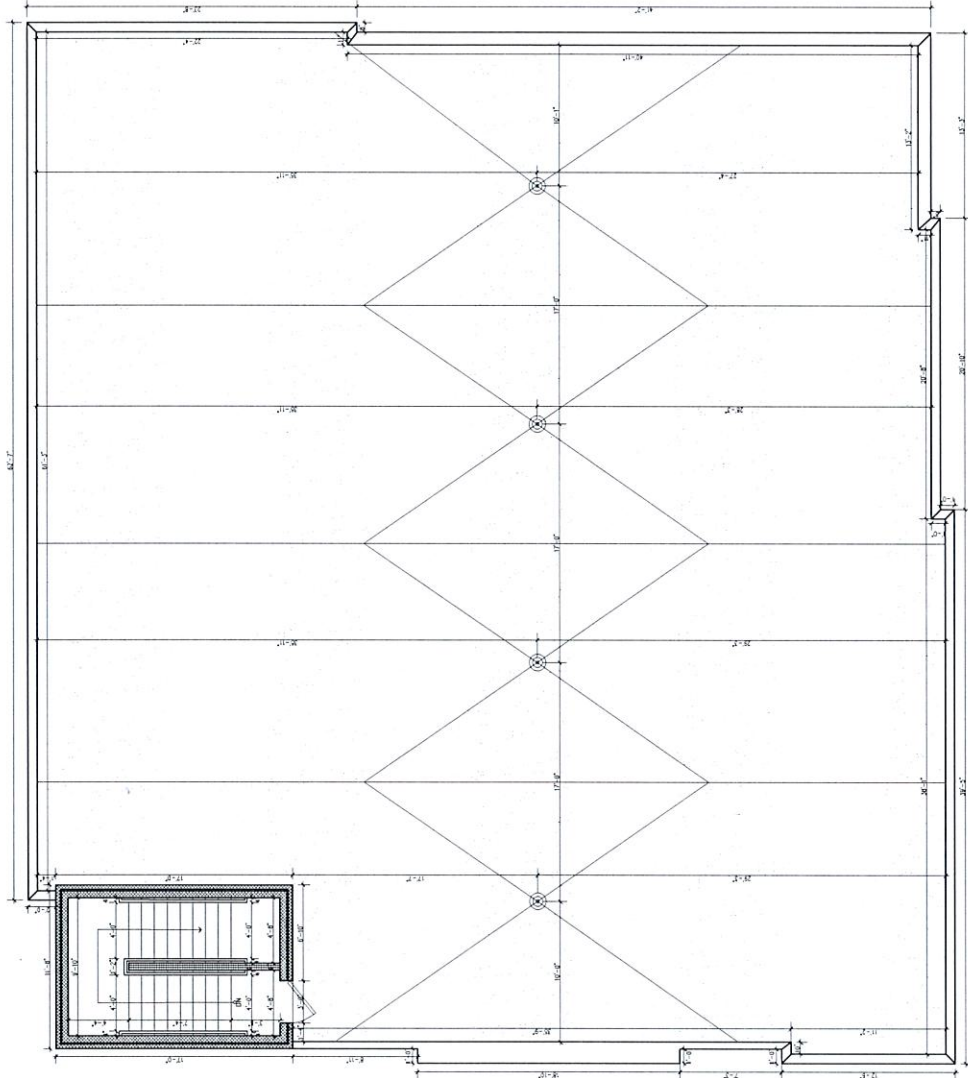
NOTE:
CONTRACTOR SHALL BEFORE START WORK, VERIFY EVERY DIMENSION AND HEIGHT.



PROPOSED 3RD FLOOR PLAN (RESIDENTIAL UNIT)

NOTE:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE
WITH THE COMMONWEALTH OF MASSACHUSETTS
(9TH EDITION OF THE MISC.780 CMR §1.00) (2015 IRC AND THE
COMMONWEALTH OF MASSACHUSETTS AMENDMENT TO THE INTERNATIONAL
BUILDING CODE 2015) AND THE CITY OF HAVERHILL ORDINANCES.

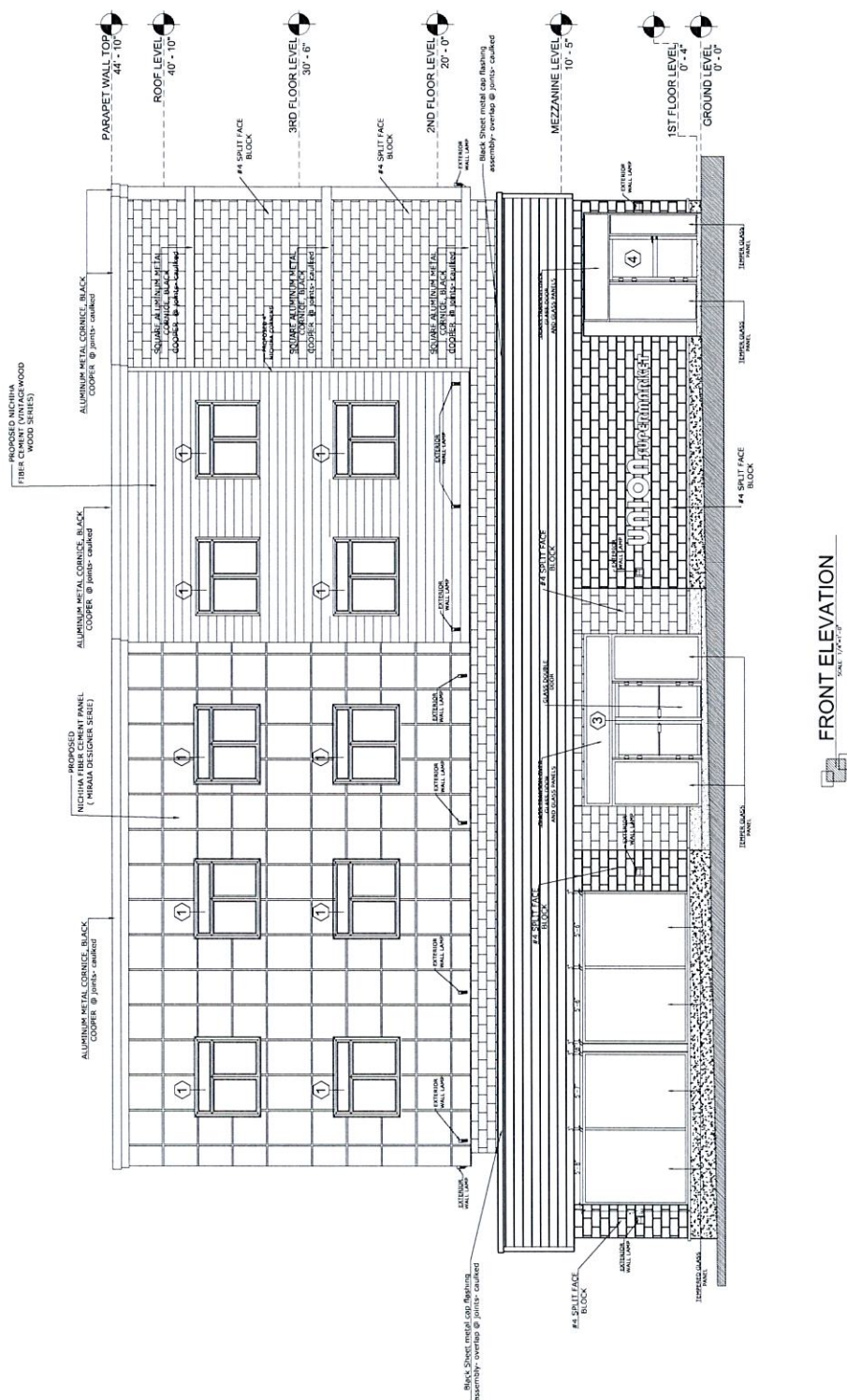
NOTE:
CONTRACTOR SHALL BEFORE START WORK,
VERIFY EVERY DIMENSION AND HEIGHT



(DIMENSION PLAN)
PROPOSED ROOF PLAN
SCALE: 1/4" = 1'-0"

NOTE:
CONTRACTOR SHALL PERFORM ALL WORKS IN COMPLIANCE WITH THE COMMONWEALTH OF MASSACHUSETTS (9TH EDITION OF THE MBSIC, 780 CMR 5.00) (2015 IRC AND THE COMMONWEALTH OF MASSACHUSETTS INTERNATIONAL BUILDING CODE 2015) AND THE CITY OF HAVERHILL ORDINANCES.

NOTE:
CONTRACTOR SHALL BEFORE START WORK, VERIFY EVERY DIMENSION AND HEIGHT.



NOTE: CONTRACTOR SHALL BEFORE START WORK, VERIFY EVERY DIMENTION AND HEIGHT

NOTE:
CONTRACTOR SHALL BEFORE START WORK,
VERIFY EVERY DIMENTION AND HEIGHT

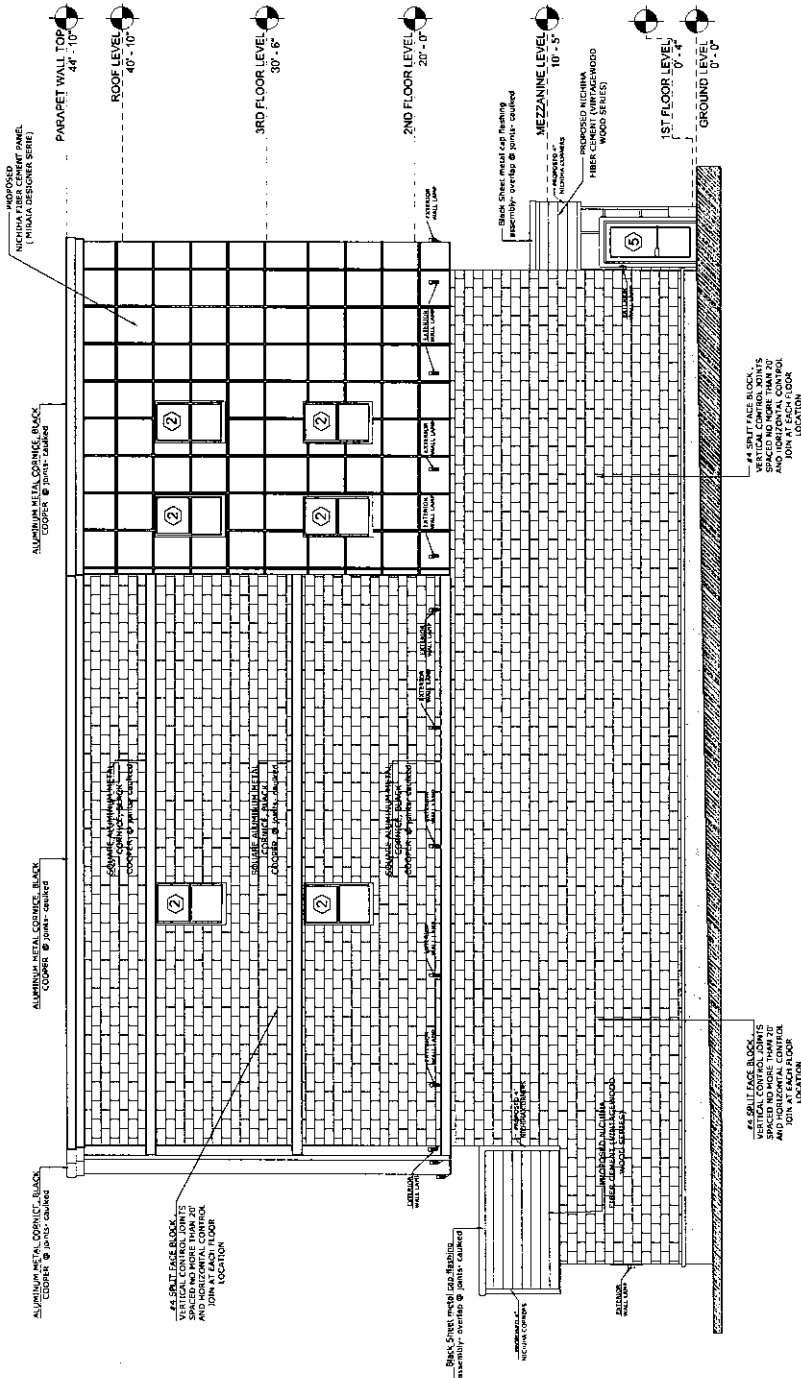
A-123.00

DATE:07-16-2024

OWNER: UNION SUPERMARKET || 2000 WINTER ST. CAVERHILL, MA 01830

PHONE 845-802-9055
EVAL COLLECTIONS & MORE

COLT



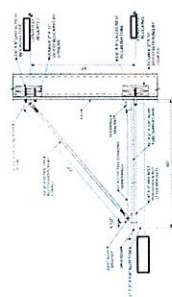
RIGHT ELEVATION

#4 SPLIT FACE BLOCK,
VERTICAL CONTROL JOINTS
SPACED NO MORE THAN 20'
AND HORIZONTAL CONTROL
JOINT AT EACH FLOOR
LOCATION

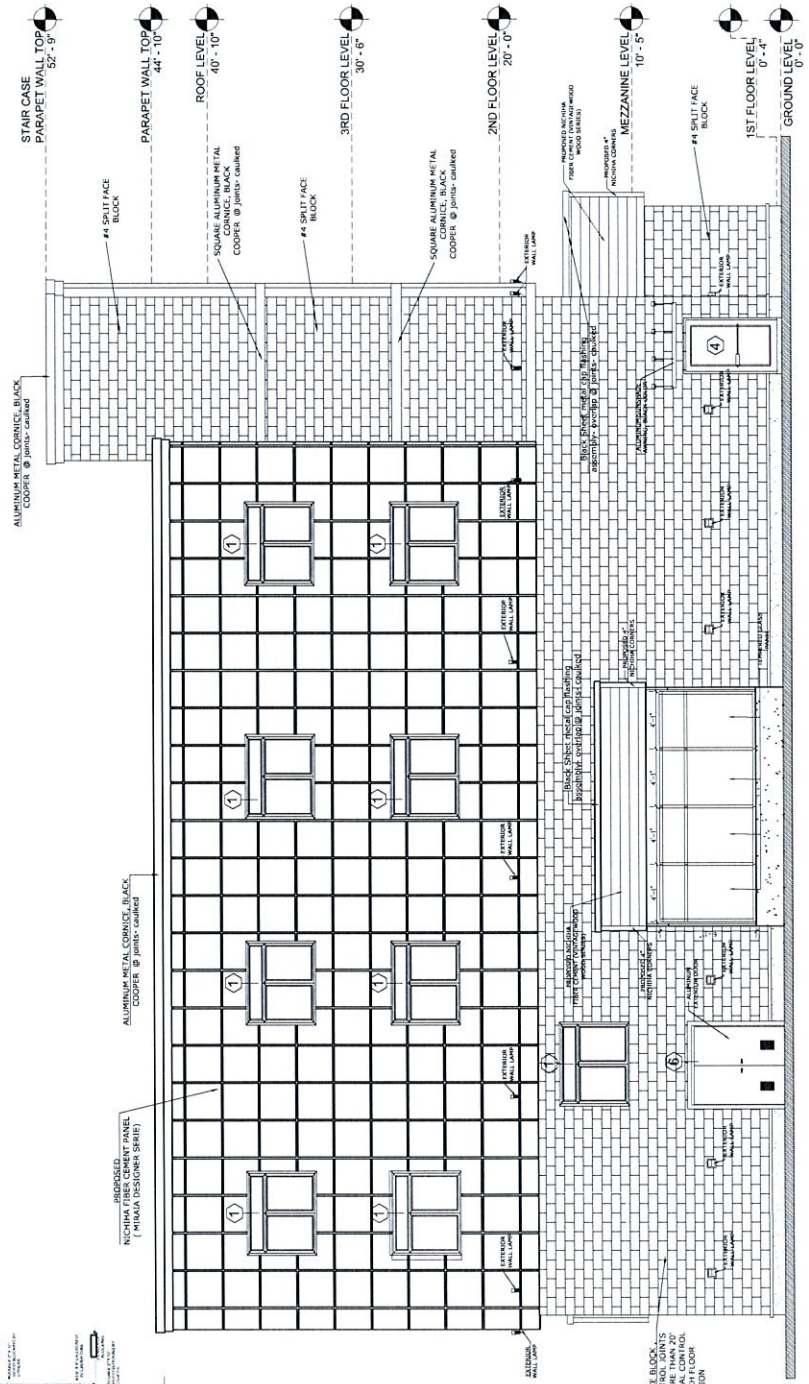
#4 SPLIT FACE BLOCK	VERTICAL CONTROL JOINTS SPACED NO MORE THAN 20" AND HORIZONTAL CONTROL JOINT AT EACH FLOOR LOCATION
1	1
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100	100



NOTE:
CONTRACTOR SHALL BEFORE START WORK,
VERIFY EVERY DIMENSION AND HEIGHT



CANOPY DETAIL
N.T.S.

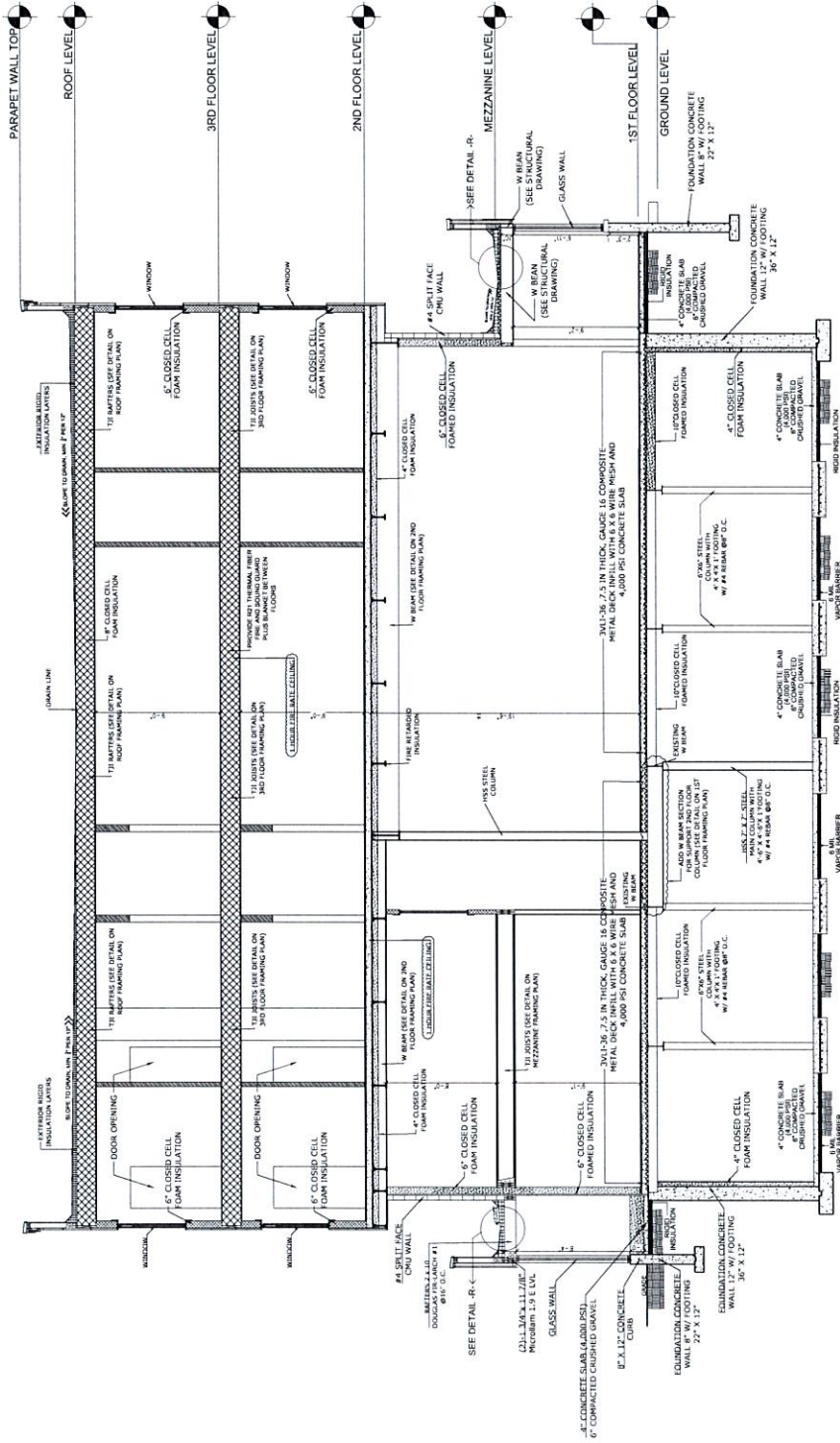


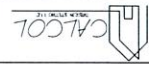
BACK ELEVATION
SCALE: 1/4" = 1'-0"



GENERAL SECTION

NOTE:
CONTRACTOR SHALL BEFORE START WORK,
VERIFY EVERY DIMENTION AND HEIGHT





PROJECT: PROPOSED MIX-USED BUILDING
ADDRESS: 233 WINTER ST. HAVERHILL, MA 01830
OWNER: UNION SUPERMARKET
DESIGNED BY: CALCOL ENGINEERING, LLC
DATE: 07-16-2024
SCALE: 1/4" = 1'-0"

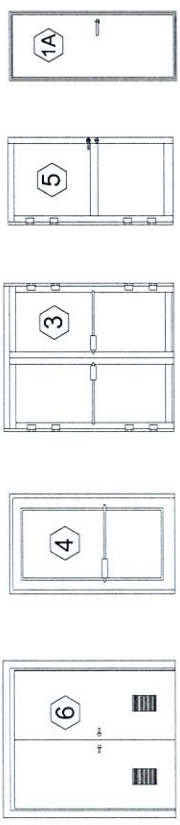
PROPOSED MIX-USED BUILDING
ADDRESS: 233 WINTER ST. HAVERHILL, MA 01830
OWNER: UNION SUPERMARKET
DESIGNED BY: CALCOL ENGINEERING, LLC
DATE: 07-16-2024
SCALE: 1/4" = 1'-0"

DATE: 07-16-2024
SCALE: 1/4" = 1'-0"

COMMERCIAL SPACE

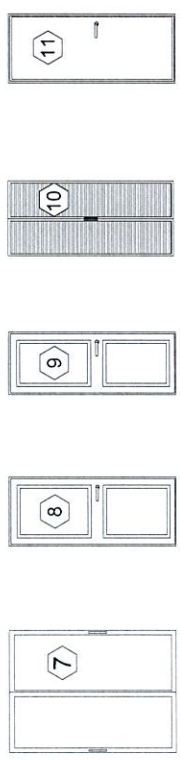
SYMBOL	DOOR SIZE	FLOOR	QUANTITY	LOCATION	REMARK
1A	36" X 80" TYPICAL	BASMENT MEZZANINE	13	COMPLETE FLOOR	INTERIOR ALUMINUM DOOR
3	60" X 80"	1ST FLOOR	3	COMPLETE FLOOR	TEMPERED GLASS DOOR
4	47" X 80"	1ST FLOOR	2	ENTRANCE DOOR	TEMPERED GLASS EXTERIOR DOOR
5	36" X 80"	1ST FLOOR	2	ENTRANCE DOOR	TEMPERED GLASS EXTERIOR DOOR
6	60" X 80"	1ST FLOOR	1	ENTRANCE DOOR	EXTERIOR ALUMINUM DOOR

SYMBOL	WINDOWS SIZE	FLOOR	QUANTITY	LOCATION	REMARK
1	60" X 12" TYPICAL	MEZZANINE	1		BLACK WINDOW FRAME



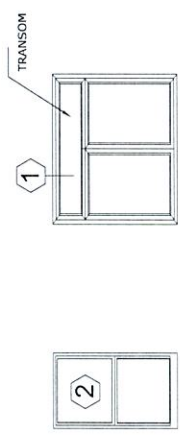
RESIDENTIAL AREA

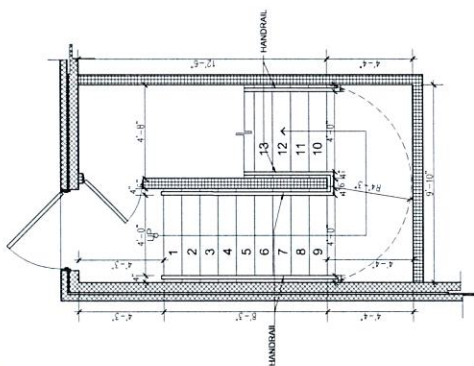
SYMBOL	DOOR SIZE	FLOOR	QUANTITY	LOCATION	REMARK
7	60" X 80" TYPICAL	2ND FLOOR 3RD FLOOR	2	BALCONY	TEMPERED GLASS SLIDING DOOR
8	37" X 80" TYPICAL	2ND FLOOR 3RD FLOOR	18	COMPLETE FLOOR	TYPICAL INTERIOR DOOR
9	30" X 80" TYPICAL	2ND FLOOR 3RD FLOOR	10	COMPLETE FLOOR	TYPICAL INTERIOR DOOR
10	36" X 80"	2ND FLOOR 3RD FLOOR	32	COMPLETE FLOOR	TYPICAL FOLDING DOOR
11	36" X 80"	2ND FLOOR 3RD FLOOR HARDY S. PARK CASE	12	COMPLETE FLOOR	ALUMINUM DOOR 1 HOUR FIRE RATED MIN.



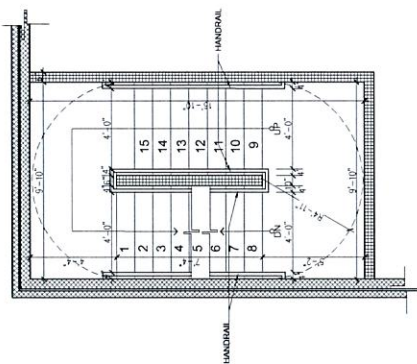
RESIDENTIAL AREA

SYMBOL	WINDOWS SIZE	FLOOR	QUANTITY	LOCATION	REMARK
1	60" X 72"	2ND FLOOR 3RD FLOOR	18	COMPLETE FLOOR	BLACK WINDOW FRAME
2	36" X 80" TYPICAL	2ND FLOOR 3RD FLOOR	6	COMPLETE FLOOR	BLACK WINDOW FRAME

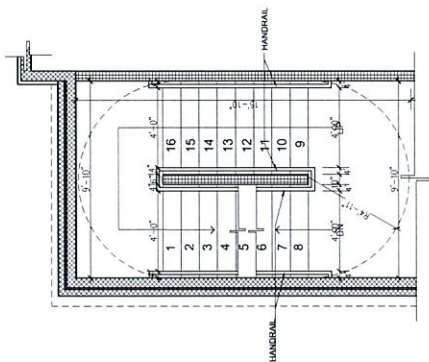




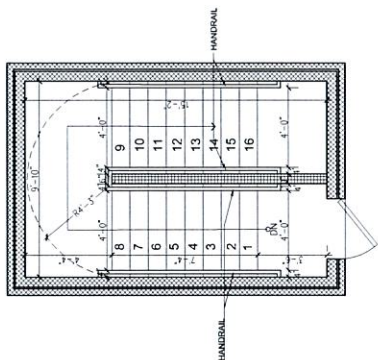
STAIR B - 1ST FLOOR LEVEL



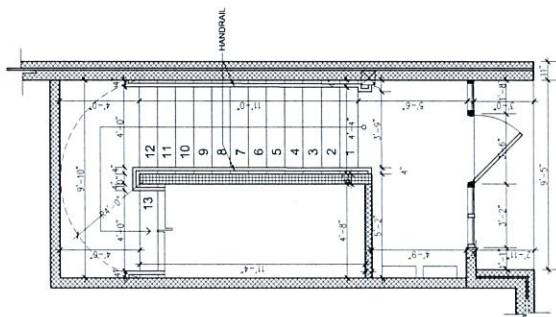
STAIR B - MEZZANINE LEVEL



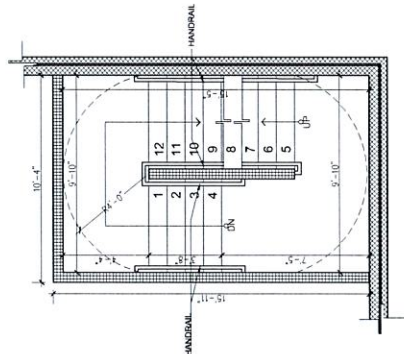
STAIR B - 2ND, 3RD FLOOR LEVEL



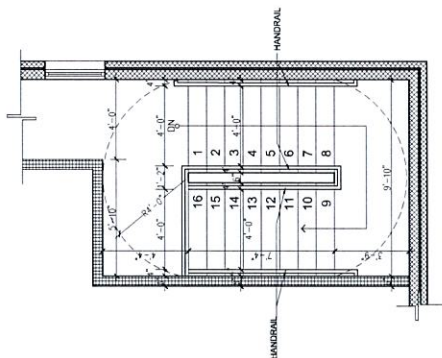
STAIR B - ROOF LEVEL



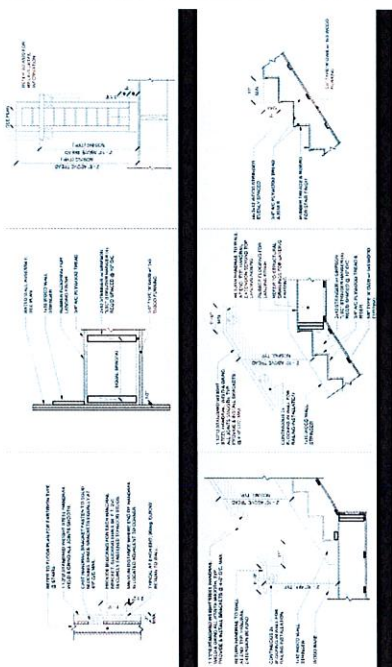
STAIR A - 1ST FLOOR LEVEL



STAIR A - MEZZANINE LEVEL



STAIR A - 2ND, 3RD FLOOR LEVEL



GENERAL STAIR DETAILS

N.T.S.

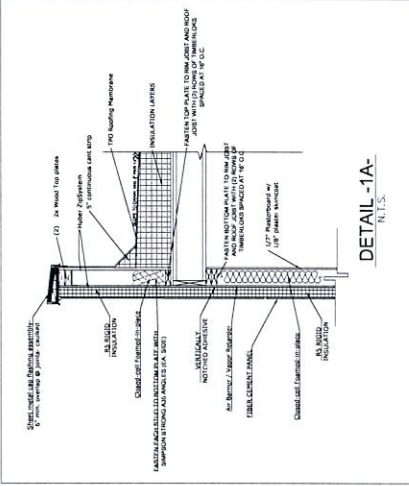


PROPOSED MIX-USED BUILDING
ADDRESS: 233 WINTER ST, HAVERHILL, MA 01830

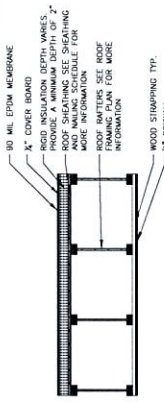
A-129.00

SCALE: 1/4" = 1'-0"
DATE: 07-16-2024

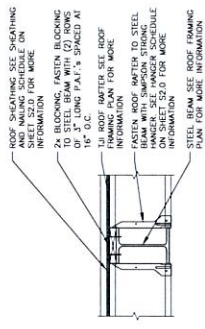
13 LOWELL TERRACE LAWRENCE, MA 01841
PHONE: 646-806-9055
E-MAIL: CalabreseGrathoff@aol.com

DETAIL-1A-
N15

ROOF ASSEMBLY

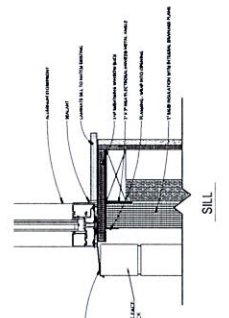


TJI JOIST TO STEEL BEAM CONNECTION

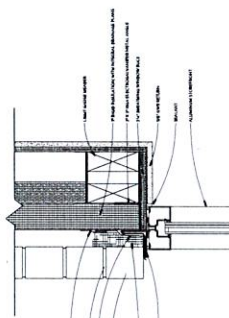


NOTE(S):
1. TYPICAL ROOF ASSEMBLY SHALL BE THE FOLLOWING:
A. 90 MIL EPDM MEMBRANE
B. X" COVER BOARD
C. RIGID INSULATION DEPTH VARIES. PROVIDE 2" MIN. RIGID INSULATION

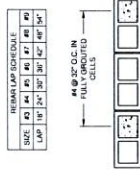
HEADER AT CMU OPENING



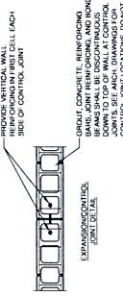
TYPICAL WINDOW DETAILS



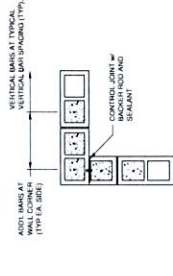
CMU REBAR DETAIL



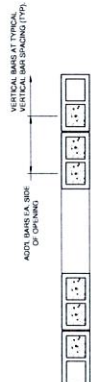
EXPANSION JOINT DETAIL



CMU CORNER DETAIL



CMU AT OPENING DETAIL



MAXIMUM SPACING	4" THICK GAS WALL	6" THICK GAS WALL	8" THICK GAS WALL	10" THICK GAS WALL
4"	2.1, 302 x114	2.1, 302 x124	2.1, 302 x124	2.1, 302 x124
5"	2.1, 302 x146	2.1, 302 x154	2.1, 302 x154	2.1, 302 x154
6"	2.1, 302 x158	2.1, 302 x162	2.1, 302 x164	2.1, 302 x164
8"	2.1, 302 x172	2.1, 302 x176	2.1, 302 x178	2.1, 302 x178
10"	NA	2.1, 302 x190	2.1, 302 x192	2.1, 302 x192
12"	NA	2.1, 302 x198	2.1, 302 x202	2.1, 302 x202

[illegible]

DOUBLE ANGLE LINTELS
SEE COLUMN FOR MORE





ADULT HANDICAP BATHROOM REQUIREMENTS:

DOORS TO SINGLE USER TOILET ROOMS Doors to single user toilet rooms may swing into the room if the door has a self-closing device and maneuvering space is provided in accordance with 521 CMR 26.6. The door may swing into the room if there is a clear floor space of 30 inches by 48 inches (30" = 762mm by 48" = 1219mm) beyond the swing of the door.

GRAB BARS

For the standard accessible toilet stall the water closet shall have two grab bars 42 inches (42" = 1067mm) long, one on the wall in back of the water closet and one on the side wall closest to the water closet.

For the alternate accessible toilet stall the water closet shall have two parallel grab bars, 42 inches long (42" = 1067mm) installed on the side walls and located a minimum of six inches (6" = 76mm) from the interior corner.

SINK

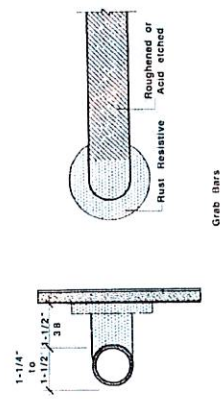
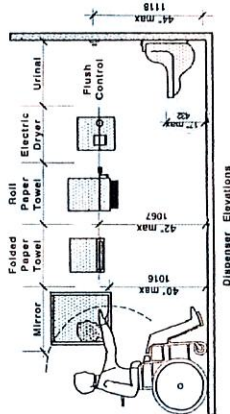
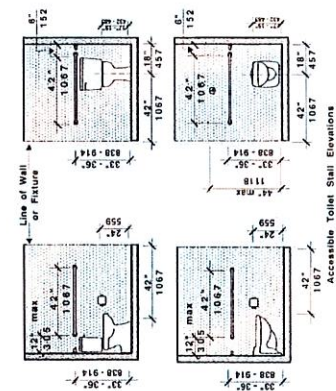
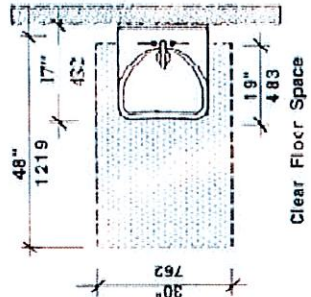
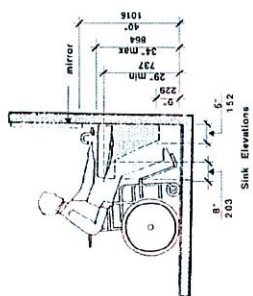
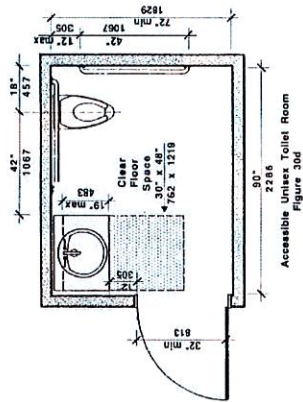
Sinks, including vanities, shall comply with the following:
Clear floor space: A clear floor space complying with 521 CMR 6.3, Wheelchair Turning Space shall be provided in front of a sink to allow forward approach. The clear floor space shall be on an accessible route and shall extend no more than a maximum of 19 inches (19" = 483mm) underneath the sink. Height: Sinks shall be mounted with the rim no higher than 34 inches (34" = 864mm) above the finish floor.

MIRROR

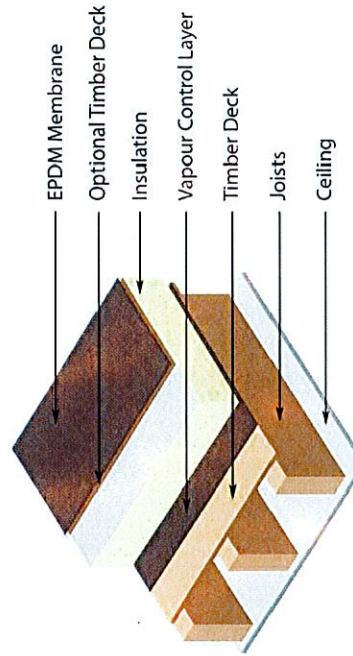
The top of any shelf and or bottom of any mirror that is provided above a sink shall be set with the bottom edge of the reflecting surface no higher than 40 inches (40" = 1016mm) above the finish floor.

DISPENSERS

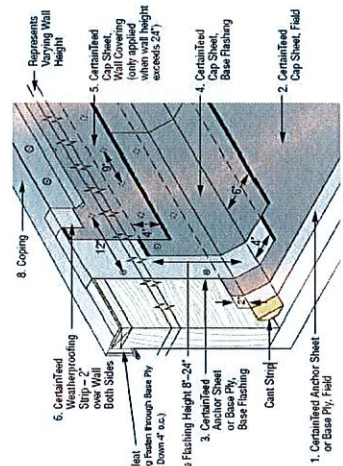
Towel dispensers, drying devices, or other types of devices and dispensers shall be at least one of each device mounted within the zone of reach. At least one of each device shall be located within reach of a person using the accessible sink and shall comply with 521 CMR 39.5, Operation



Grab Bars



RUBBER ROOF CLASS (A)
N.I.S.

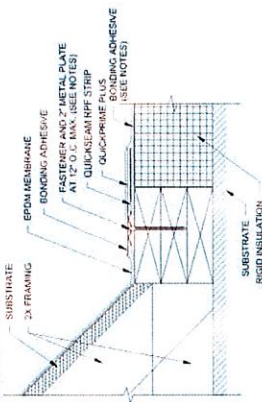


COPING INSTALLATION

SLOPETRANSMISSION

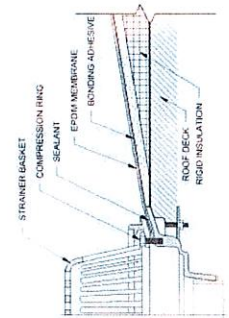
NOTES:

1. MAXIMUM 6" LONG FASTENERS, (NOTE: WOOD BLOCKING MAY BE SUBSTITUTED FOR INSULATION TO REDUCE FASTENER LENGTH REQUIREMENT).
2. BLOCKING ADHESIVE REQUIRED BETWEEN MEMBRANE AND INSULATION FOR FULLY ADHERED SYSTEMS.



ROOF DRAIN

DRAIN MUST HAVE APPROVED CLAMPING RING. EXTEND MEMBRANE 1 1/2" BEYOND DRAIN BOLTS. HOLE IN MEMBRANE MUST BE EQUAL IN SIZE TO, OR EXCEED DRAIN PIPE SIZE.

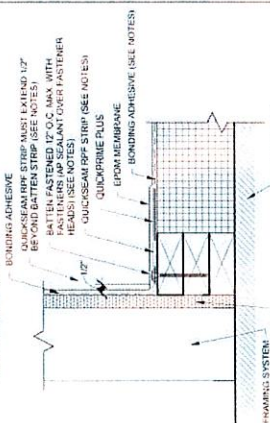


PIPE PENETRATION

FLUSHING AT VERTICAL FACE

NOTE

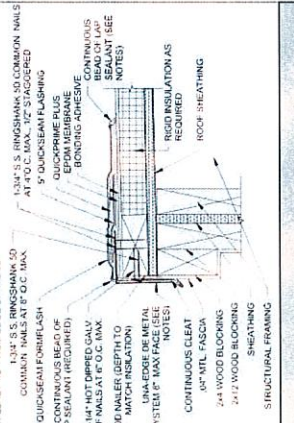
1. MAXIMUM 6" LONG FASTENERS (NOTE: WOOD BOLLING MAY BE SUBSTITUTED FOR INSULATION TO REDUCE FASTER LENGTH REQUIREMENT).
2. BONDING ADHESIVE REQUIRED BETWEEN MEMBRANE AND INSULATION FOR FULLY ADHESIVE SYSTEMS.

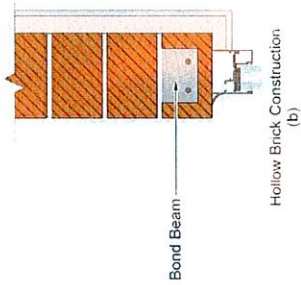


CRISTOF

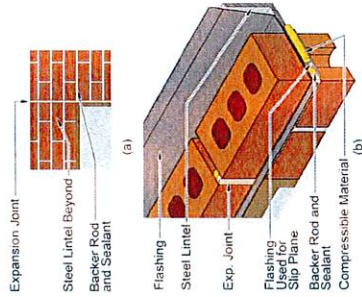
NOTES

- 5" QUICKSEAM FORMLASH MUST EXTEND TO WITHIN 1/4" OF THE METAL EDGE.
FLAP SEALANT IS REQUIRED ALONG ENTIRE UPSLOPE EDGE OF QUICKSEAM.
FLASHING WHEN ROOF SLOPE IS 1" PER FOOT OR GREATER.
FLANGE OF METAL MUST BE FULLY SUPPORTED BY WOOD AND TERMINATED
AT LEAST 1/2" FROM EDGE OF WOOD.

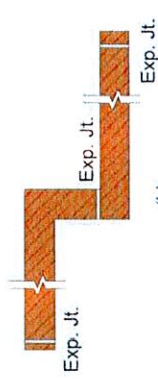




BOND BEAM BRICK /BLOCK INSTALLATION
N.T.S.

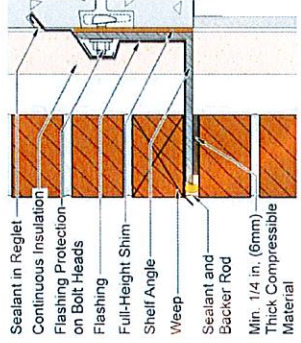


BRICK /BLOCK LINTEL INSTALLATION
N.T.S.

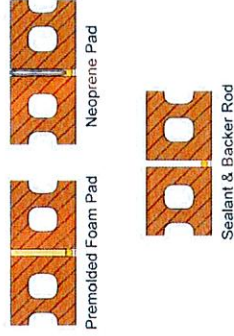


Proper Expansion Joint Locations at Offset
N.T.S.

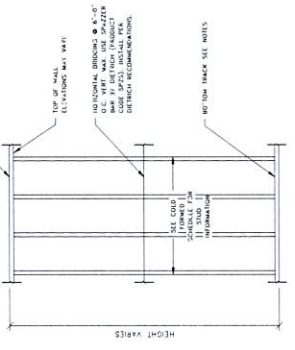
VERTICAL EXPANSION JOINTS OFFSET
N.T.S.



BRICK /BLOCK HORIZONTAL EXPANSION JOINT
N.T.S.



VERTICAL EXPANSION JOINTS TYPE
N.T.S.

[illegible]

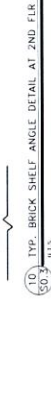
LINTEL SCHEDULE	
MASONRY OPENING	LINTEL
M.O. $5' 3'' - 8''$	L4-2-1/2-2-1/8
$5' 8'' - 6' 4''$ M.O. $5, 6, 8'$	L5-2-1/2-2-1/8
M.O. $> 6' 8''$	SEE 10/250.5

NOTES:

1. PREPARE AND INSTALL LINTEL ANGLES FOR WALLS/ROOF OPENINGS IN ACCORDANCE WITH SCHEDULE ABOVE. INSTALL LONG LED VERTICAL

2. PROVIDE 6" MINIMUM BEARING AT EACH END BUT NOT LESS THAN 1" PER FOOT OF SPAN

3. WITH 4'-0" MIN BEARING, CANNOT BE PROVIDED IN EXTERIOR WALLS. ANGLES SHALL BE HOT DIPPED GALVANIZED



Prepared for:

BRACE FRAME CONSTRUCTION DETAIL
233 WINTER STREET
HAVERILL, MA 01830

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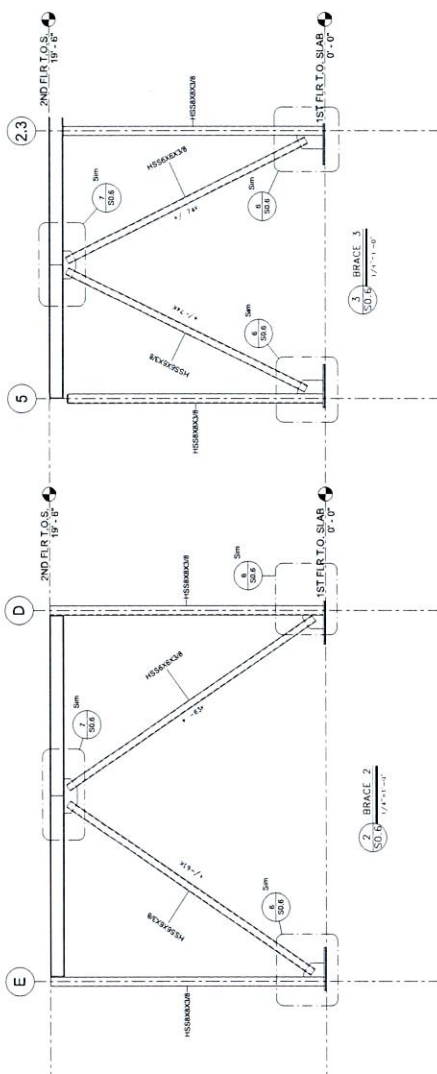
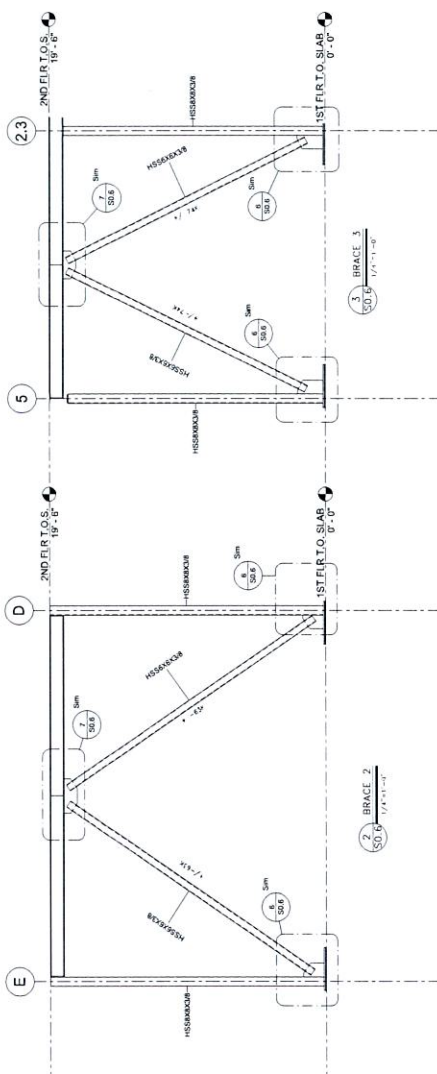
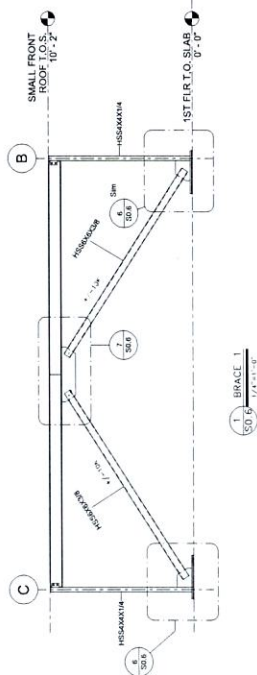
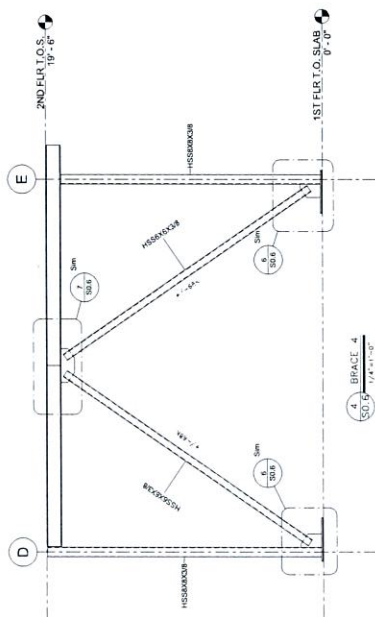
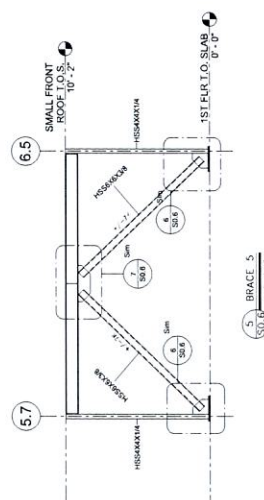
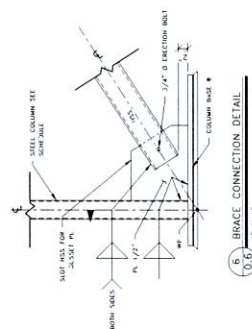
GARCIA

GARCIA

GARCIA

GARCIA

GARCIA



COL. DN
COL. UN
FIRST FLOOR STRUCTURAL PLAN
SCALE: 1/8"=1'-0"

DWG NO.
S1.0

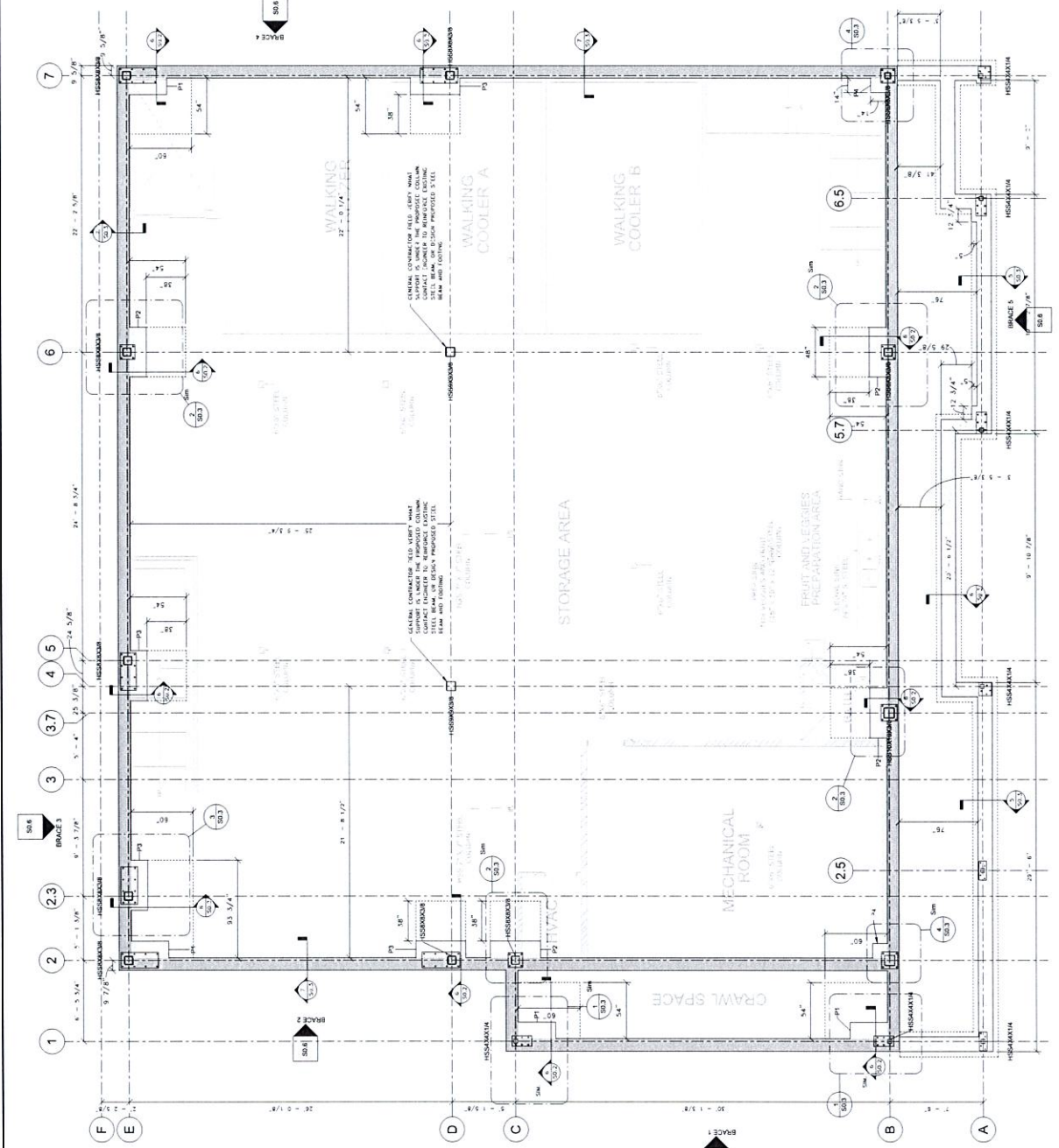
Prepared for

FOUNDATION / 1ST FLOOR PLAN
23 WINTER STREET
HAVERHILL, MA 01830

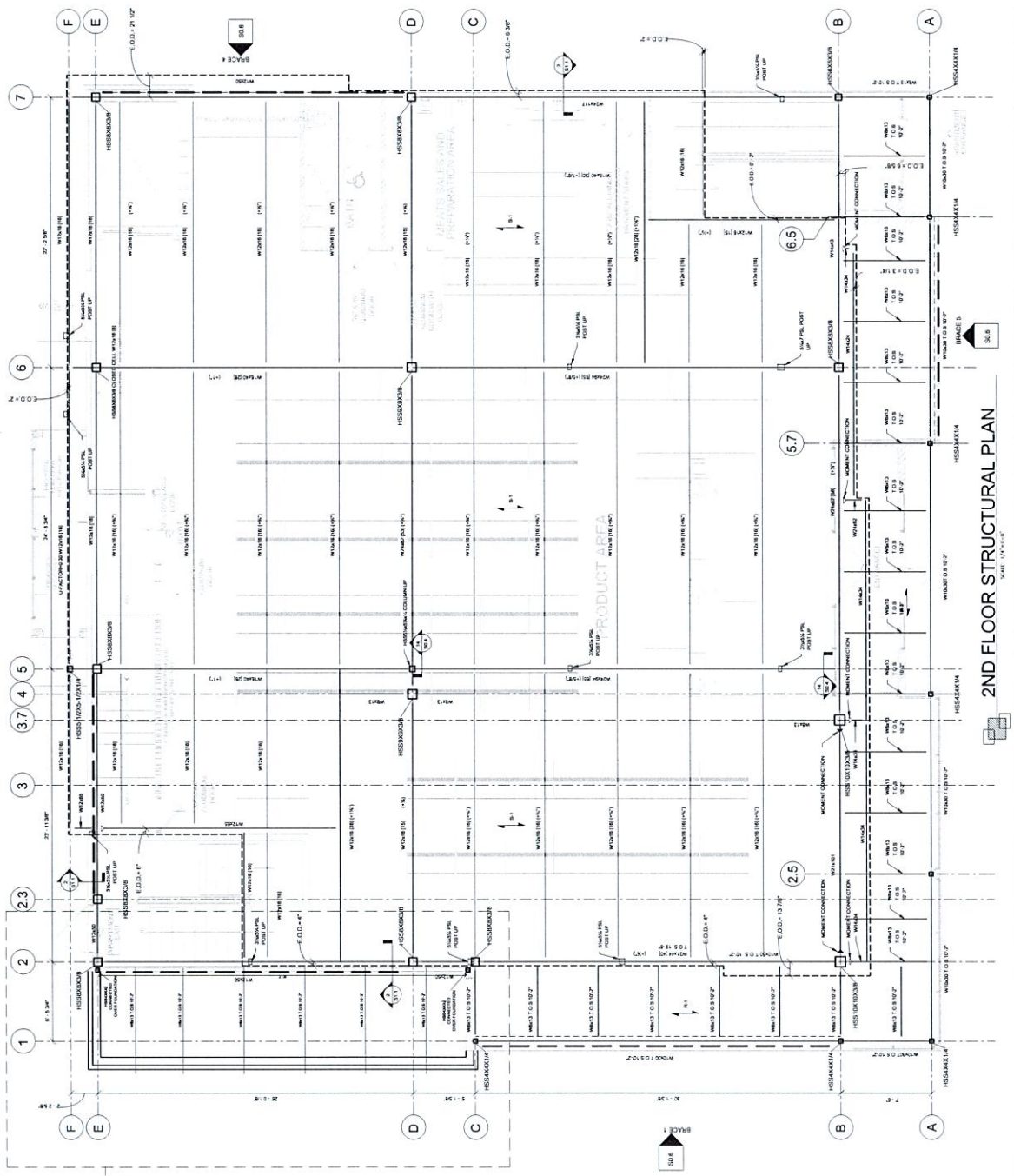
GARCIA
ENGINEERING
115 South Pleasant Street
Haverhill, MA 01830
(978) 330-3006
garcia.engineering@gmail.com



NO.	DATE	REVISION



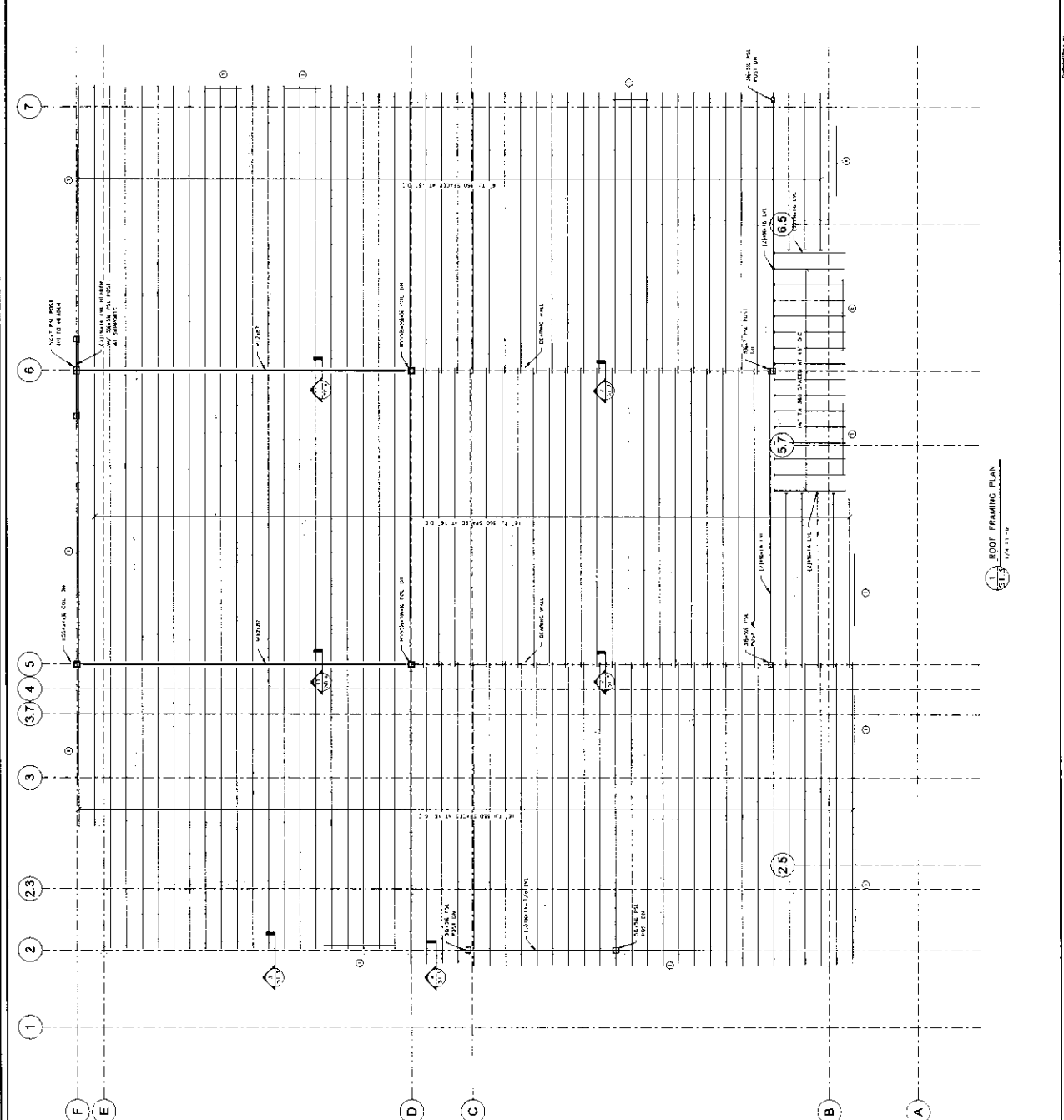
FOUNDATION PLAN NOTES:
1. FOR EXISTING WALLS AND FOUNDATIONS, SEE DRAWING S0.1 TO S0.3.
2. FOR EXISTING WALLS AND FOUNDATIONS, SEE DRAWING S0.1 TO S0.3.
3. FOR EXISTING WALLS AND FOUNDATIONS, SEE DRAWING S0.1 TO S0.3.
4. FOR EXISTING WALLS AND FOUNDATIONS, SEE DRAWING S0.1 TO S0.3.
5. FOR EXISTING WALLS AND FOUNDATIONS, SEE DRAWING S0.1 TO S0.3.
6. FOR EXISTING WALLS AND FOUNDATIONS, SEE DRAWING S0.1 TO S0.3.
7. FOR EXISTING WALLS AND FOUNDATIONS, SEE DRAWING S0.1 TO S0.3.
8. FOR EXISTING WALLS AND FOUNDATIONS, SEE DRAWING S0.1 TO S0.3.
9. FOR EXISTING WALLS AND FOUNDATIONS, SEE DRAWING S0.1 TO S0.3.
10. FOR EXISTING WALLS AND FOUNDATIONS, SEE DRAWING S0.1 TO S0.3.



2ND FLOOR STRUCTURAL PLAN

NOTE:
 CONTRACTOR SHALL RECHECK START WORK,
 VERIFY EVERY DIMENSION AND HEIGHT

PROPOSED
 KITCHEN ADDITION



2. ROOF JOIST TO INTERIOR BEARING WALL

3. ROOF JOIST TO EXTERIOR BEARING WALL

1. ROOF FRAMING PLAN
1/2\"/>

City Council Special Permit

CCSP-25-9

Submitted On: Jul 1, 2025

Applicant

 Guyline Beaulieu
 978-265-5119
@ guylainebeaulieu@comcast.net

Primary Location

261 PRIMROSE ST
Haverhill, MA 01830

12.5

Important: Please Read Before Starting Your Application

Hearing
October 21, 2025
Ads 10/2 + 10/9

Applicant Information

What is Your Role in This Process?

Owner

Applicant Business/Firm Phone

978-372-8115

Applicant Business/Firm City

Haverhill

Applicant Business/Firm Zip

01830

Applicant Business/Firm Name

Garden Primrose, LLC

Applicant Business/Firm Address

261 Primrose Street

Applicant Business/Firm State

MA

New Field

--

JUL 9 PM 12:06
HAVCITYCLERK

Property Information

Proposed Housing Plan Name

none

How Long Owned by Current Owner?

24 years

Lot Dimension(s)

200 x 600

Zoning District Where Property Located

CG - Commercial General

Deed Recorded in Essex South Registry: Page

474

Proposed Street Name(s)

none

Type of Dwelling(s) Planned in Project

Condominiums

Registry Plat Number, Block & Lot

604-474-2

Deed Recorded in Essex South Registry: Block Number

604

Does the Property Have Multiple Lots?

No

Thoroughly Describe the Reason(s) for thre Special Permit

Want to rent out 3K sq ft to a new Gym and zoning does not specifically allow, but used to. Possible schriber's error. Mr. Bridgewater has written a letter to the council.

Property Description

Warehouse/Showroom/Office

Current Property Use

Business

TOTAL Number of Units Planned

2

TOTAL Number of Parking Spaces Planned

19

Planned Lot Use

Special Circumstances

Building Coverage

Dimensional Variance

--

Front Yard Setback

--

Rear Yard Setback

--

Lot Depth

--

Building Height

--

Open Space

--

Sign Size

--

Other

--

Hearing Waiver

Agrees

Yes

Agreement & Signature

Agrees

true

PLEASE READ

--

Side Yard Setback

--

Lot Frontage

--

Lot Area

--

Floor Area Ratio

--

Parking

--

Use

true

Garden Primrose LLC
261 Primrose Street
Haverhill, MA 01830

Garden Primrose, LLC owns a 9600 sq ft building. Currently Advantage Fireplace Inc. rents all of the space. 3000 sq ft, has become available to rent to another company. This particular company is a gym. A gym was allowed under the old zoning and possible was not transferred to the new zoning by error.

Mr. Thomas Bridgewater told me to go in front of the City Council to request a special permit to allow gyms and other athletic/entertainment type companies to be allowed in the space.

Guyllaine Beaulieu, Member

Garden Primrose LLC.



City of Haverhill, MA

July 18, 2025

Building Inspector Review

Record No. CCSP-25-9

Status Completed**Became Active** July 9, 2025**Assignee** Tom Bridgewater**Due Date** None

Primary Location

261 PRIMROSE ST
Haverhill, MA 01830

Owner

GARDEN PRIMROSE LLC
PRIMROSE ST 261 HAVERHILL, MA 01830

Applicant

 Guylaine Beaulieu
 978-265-5119
 guylainebeaulieu@comcast.net
 261 Primrose Street
Haverhill, MA 01830

Messages

Tom Bridgewater  Internal

July 10, 2025 at 10:42 am

The previous Zoning Code allowed gyms by right in all the C zones with a parking requirement of 1 spot for every 250 sq. ' and is also allowed in the current Zoning in the Waterfront Districts A, C, D, E and H Zones with either City Council approval or Development Review only approval. Somehow it is missing in the current Zoning Code and the closest thing I can find is under Recreational Uses #8 which would need City Council approval. The applicant is proposing a 3000sq' gym would require Development Review with the change of use and would require a minimum of 12 parking spaces plus the required parking for the existing business

Step Activity

OpenGov system activated this step	07/09/2025 at 9:37 am
OpenGov system assigned this step to Tom Bridgewater	07/09/2025 at 9:37 am
Tom Bridgewater approved this step	07/10/2025 at 10:42 am



Storm Water Review

Status Active

Became Active July 9, 2025

Assignee John Pettis

Due Date None

Primary Location

261 PRIMROSE ST
Haverhill, MA 01830

Owner

GARDEN PRIMROSE LLC
PRIMROSE ST 261 HAVERHILL, MA 01830

Applicant

 Guylaine Beaulieu
 978-265-5119
 guylainebeaulieu@comcast.net
 261 Primrose Street
Haverhill, MA 01830

Messages

Robert Moore

July 9, 2025 at 10:20 am

Interior fit-up. C. 219 n/a

Step Activity

OpenGov system activated this step

07/09/2025 at 9:37 am

OpenGov system assigned this step to Robert Moore

07/09/2025 at 9:37 am

Robert Moore reassigned this step from Robert Moore to John Pettis

07/09/2025 at 10:21 am



Health Department Review

Record No.CCSP-25-9

Status Completed Became Active July 9, 2025
Assignee Mark Tolman Due Date None

Primary Location

261 PRIMROSE ST
Haverhill, MA 01830

Owner

GARDEN PRIMROSE LLC
PRIMROSE ST 261 HAVERHILL, MA 01830

Applicant

Guylaine Beaulieu
 978-265-5119
 guylainebeaulieu@comcast.net
 261 Primrose Street
Haverhill, MA 01830

Messages

Mark Tolman July 10, 2025 at 8:53 am
To City Council,Currently this department has no concerns. The building has city water and sewer and private rubbish pickup. Interior building inspection will be conducted during the Certificate of Occupancy inspection.Mark

Step Activity

OpenGov system activated this step	07/09/2025 at 9:37 am
OpenGov system assigned this step to Bonnie Dufresne	07/09/2025 at 9:37 am
Bonnie Dufresne reassigned this step from Bonnie Dufresne to Mark Tolman	07/09/2025 at 9:50 am
Mark Tolman approved this step	07/10/2025 at 8:53 am



July 18, 2025

Fire2 Department Review

Record No. CCSP-25-9

Status	Completed	Became Active	July 9, 2025
Assignee	Robert Irvine	Due Date	None

Primary Location

261 PRIMROSE ST
Haverhill, MA 01830

Owner

GARDEN PRIMROSE LLC
PRIMROSE ST 261 HAVERHILL, MA 01830

Applicant

 Guylaine Beaulieu
 978-265-5119
 guylainebeaulieu@comcast.net
 261 Primrose Street
Haverhill, MA 01830

Messages

Robert Irvine	July 10, 2025 at 2:16 pm
This building will require a 780 CMR Chapter 34 Report. Possible upgrades to sprinkler and fire alarm systems.	

Step Activity

OpenGov system activated this step	07/09/2025 at 9:37 am
OpenGov system assigned this step to Robert Irvine	07/09/2025 at 9:37 am
Robert Irvine approved this step	07/10/2025 at 2:18 pm



City of Haverhill, MA

July 18, 2025

Legal Notice Fee

Record No.CCSP-25-9

Status Completed

Became Active July 1, 2025

Assignee Guylaine Beaulieu

Due Date None

Invoice ID 1099297

Primary Location

261 PRIMROSE ST
Haverhill, MA 01830

Owner

GARDEN PRIMROSE LLC
PRIMROSE ST 261 HAVERHILL, MA 01830

Applicant

Guylaine Beaulieu

978-265-5119

guylainebeaulieu@comcast.net

261 Primrose Street
Haverhill, MA 01830

Fee Breakdown

Fee Name	Total Fee	Paid	Due
Legal Notice Fee	\$200.00	\$200.00	\$0.00
Total	\$200.00	\$200.00	\$0.00

Payment History

Date	Method	Note	Paid
07/03/2025	Cash		\$200.00

Messages

Kaitlin Wright	July 2, 2025 at 3:42 pm
Please pay legal notice fee to proceed with application.	

Step Activity

OpenGov system activated this step	07/01/2025 at 12:27 pm
Kaitlin Wright processed a \$200.00 payment	07/03/2025 at 8:28 am



City of Haverhill, MA

July 18, 2025

Planning Director Review

Record No.CCSP-25-8

Status Completed**Became Active** July 11, 2025**Assignee** William Pillsbury**Due Date** None

Primary Location

47 RAILROAD ST
Bradford, MA 01835

Owner

EARLY CONTRACTORS INC
SOUTH MAIN ST 50 BRADFORD, MA
01835

Applicant

 Gordon Glass
 978-475-4488
 gordon@jblclaw.com
 12 Chestnut Street
Andover, MA 01810

Messages

William Pillsbury

July 17, 2025 at 8:40 am

Application is not complete. Additional information is required Applicant must file information required by city council rules for special permit-Documnt 92B . No hearing can be set until application is complete.

Step Activity





City of Haverhill, MA

July 2, 2025

127.1

City Council Approval

Record No. EVNT-25-22

Status Active

Became Active June 24, 2025

Assignee Kaitlin Wright

Due Date None

Primary Location

70 WASHINGTON ST
HAVERHILL, MA 01832

Owner

City of Haverhill/Riverfront parking lot

Applicant

Joseph LeBlanc
978-376-6741
homer2140@mac.com
18 Hawthorne Street
Haverhill, MA 01835

JUL 14 AM 9:47
HAVCITYCLERK

Messages

Kaitlin Wright

July 2, 2025 at 8:41 am

Will be on Council agenda for July 22nd meeting, along with one day alcohol license.

Step Activity

Kaitlin Wright assigned this step to Kaitlin Wright

06/24/2025 at 12:03 pm

Kaitlin Wright activated this step

06/24/2025 at 12:03 pm

Event Permit**EVNT-25-22**

Submitted On: May 15, 2025

Applicant

👤 Joseph LeBlanc
📞 978-376-6741
@ homer2140@mac.com

Primary Location

70 WASHINGTON ST
HAVERHILL, MA 01832

Organization Information**Organization**

Team Haverhill

Organization Address

PO Box 5034

Organization State

MA

Is the Organization Tax Exempt?

Yes

Is the Organization a House of Worship?

No

Organization Phone

978-376-6741

Organization City

Haverhill

Organization Zip

01835

Is the Organization Non-Profit?

Yes

JUL 7 PM2:18
HAYCITYCLERK

Contact Information**Contact Name**

Joe LeBlanc

Contact Phone

978-376-6741

Contact Address

18 Hawthorne Street

Contact State

MA

Contact Title

River Ruckus chair

Contact Email

homer2140@mac.com

Contact City

Haverhill

Contact Zip

01835

Property Owner Information**Property Owner Name**

City of Haverhill

Property Owner Address

Riverfront parking lot, Washington Street

Property Owner State

MA

Property Owner Phone

978-

Property Owner City

Haverhill

Property Owner Zip

01830

Is the Applicant the Property Owner?

No

Event Information**Description of event**

An all day festival with food, music, wine and beer garden, car show, HHS Crew Team exhibition, HHS Chorus, children's activities, non-profits area, fireworks.

Type of Event**Event Date**

Festival

09/13/2025

Event Location

is the Event on Bradford Common?

Riverfront parking lot, Washington Street

No

Is the Event on City Property?

Event Venue

Yes

Outdoor

Number of Anticipated Attendees

Do attendees need to purchase a ticket to attend?

5000

No

Is this event open to the public? Or private?

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

Public

Yes

Event Start Time

Event End Time

9 a.m.

9 p.m.

Will Food Be Served/Sold at the Event?

IF YES TO FOOD, By What Means?

Yes

Vendors

IF YES To FOOD, How Will it be Cooked?

Truck Stoves/Grills

Any Helpful Comments about Food

Food vendors will comply with all local health regulations. Many if not all vendors have participated in the past.

Special Considerations (i.e. fireworks)

Fireworks at the close of the festival, noon-3 p.m. closing of Washington Street alcove for Community Corner, noon to 3 p.m. closing of Washington Street for car show, noon to 3 p.m. closing of Columbus Park for Kids Zone. We are requesting that police and fire detail costs be waived.

Parking Information

Number of Parking Spaces Onsite

Have Off-site Parking Arrangements Been Made?

1000

Yes

IF YES, Please Provide Details of Offsite Arrangements

MVRTA garage (subject to 2025 approval) typically waives fees for the day.

Are There Charges/Fees for Parking?

No

Sanitation Information

Number of Public Restrooms Available

Type of Toilets

15

Portable

Please Describe Plans for Solid Waste Disposal & Recycling

Reworld will provide trash receptacles. Mirra will handle disposal of recycling materials. City pick-up of trash will be necessary Saturday evening or Sunday.

IF PORTABLE TOILETS, Who is the Vendor?

Mr. Portable Restroom, Haverhill

General Release & Indemnity Agreement

Yes

true

Terms of Understanding

Yes

true

Have a project #?

Step 9 of 11 ·

Save Draft and Exit

General Release & Indemnity Agreement

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

Yes *



<

Next

Back

City of Haverhill, MA

Your Profile

Your Records (/dashboard/records)

Resources

Search for Records (/search)

Claim a Record (/claimRecord)

Employee Login (https://haverhillma.workflow.opengov.com)

Portal powered by **OpenGov**

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 14 2013

TEAM HAVERHILL INC
C/O TEAM HAVERHILL
51 LEROY AVE
BRADFORD, MA 01835

Employer Identification Number:
37-1665975
DLN:
102107049
Contact Person:
DANIEL RENNER ID# 31697
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 12, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

TEAM HAVERHILL INC

Sincerely,

A handwritten signature in black ink that reads "Holly O. Paz". The signature is written in a cursive, slightly stylized font.

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2025

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

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

PRODUCER James Page Insurance Agency, Inc. 191 Merrimack St, Suite 306 Haverhill, MA 01830 License #: 1780398	CONTACT NAME: James Traver	
	PHONE (A/C, No, Ext): (978)373-3893 FAX (A/C, No): 9789127902	
INSURED Team Haverhill, Inc Kevin Burke PO Box 5034 Haverhill, MA 01835	E-MAIL ADDRESS: jtraver@jamespageins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00066834-250509102126

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TBD	07/10/2025	09/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Haverhill is an addition insured for the River Ruckus Event on September 13, 2025.

CERTIFICATE HOLDER**CANCELLATION**

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



Building Inspector Approval

Record No. EVNT-25-22

Status Completed

Became Active May 21, 2025

Assignee Tom Bridgewater

Due Date None

Primary Location

70 WASHINGTON ST
HAVERHILL, MA 01832

Owner

City of Haverhill/Riverfront parking lot

Applicant



Joseph LeBlanc



978-376-6741



homer2140@mac.com



18 Hawthorne Street

Haverhill, MA 01835

Step Activity

OpenGov system activated this step

05/21/2025 at 8:41 am

OpenGov system assigned this step to Tom Bridgewater

05/21/2025 at 8:41 am

Tom Bridgewater approved this step

07/01/2025 at 9:20 am



Fire Inspector Approval

Record No. EVNT-25-22

Status Completed

Became Active May 21, 2025

Assignee Eric Tarpy

Due Date None





Primary Location

70 WASHINGTON ST
HAVERHILL, MA 01832

Owner

City of Haverhill/Riverfront parking lot

Applicant

 Joseph LeBlanc
 978-376-6741
 homer2140@mac.com
 18 Hawthorne Street
Haverhill, MA 01835

Step Activity

OpenGov system activated this step

05/21/2025 at 8:41 am

OpenGov system assigned this step to Eric Tarpy

05/21/2025 at 8:41 am

Eric Tarpy approved this step

06/03/2025 at 11:02 am

Health Inspector Approval

Record No. EVNT-25-22

Status Completed

Became Active May 21, 2025

Assignee Mark Tolman

Due Date None





Primary Location

70 WASHINGTON ST
HAVERHILL, MA 01832

Owner

City of Haverhill/Riverfront parking lot

Applicant

 Joseph LeBlanc
 978-376-6741
 homer2140@mac.com
 18 Hawthorne Street
Haverhill, MA 01835

Messages

Mark Tolman

June 3, 2025 at 9:25 am

Hi Joe, All food vendors will pull individual temporary food permits. (Make sure they pull them ahead of time and not wait until the last minute).

How many Porta potties do you plan on having? Need at least one handicapped. A dumpster must be on site also. Upload a hand sketch of the event layout for the parking lot.. Any other questions or comments let me know. Mark

Joseph LeBlanc

June 23, 2025 at 3:03 pm

Hi Mark, Our plan will parallel last year's set-up. 12 regular and 3 handicapped porta potties. Dumpster is planned. I'll upload the sketch of the site as well. Thanks. - Joe

Joseph LeBlanc

June 25, 2025 at 4:25 pm

Mark, I am in error about the dumpster. This would be a new request and is problematic. First, we have put bags behind the salon near the location of the police unit. These bags are picked up by the city the day after the festival. Most of the trash consists of cans, all of which are recycled. Second, space is limited at the site of the festival. I don't know where we would place a dumpster not to mention this is an added and unanticipated expense. Feel free to call me if you have questions.

Kaitlin Wright

July 1, 2025 at 9:21 am

@Mark Tolman please see applicant's comment above.

Mark Tolman

July 7, 2025 at 8:59 am

Hi Joe, Kaitlin & City Council, I spoke with Christine about the plan for storage and pickup of the events rubbish and trash. I have no problems with the process that is presented for the rubbish and trash storage and pickup. There will be a lot of recycling taking place. If anyone has questions or comments let me know. Mark

Kaitlin Wright

July 7, 2025 at 2:14 pm

Thank you, Mark.

Step Activity

OpenGov system activated this step

05/21/2025 at 8:41 am

OpenGov system assigned this step to Mark Tolman

05/21/2025 at 8:41 am

Mark Tolman approved this step

06/03/2025 at 9:25 am

Police Department Approval

Record No. EVNT-25-22

Status Completed

Became Active May 21, 2025

Assignee Kevin Lynch

Due Date None




Primary Location

70 WASHINGTON ST
HAVERHILL, MA 01832

Owner

City of Haverhill/Riverfront parking lot

Applicant

 Joseph LeBlanc
 978-376-6741
 homer2140@mac.com
 18 Hawthorne Street
Haverhill, MA 01835

Step Activity

OpenGov system activated this step	05/21/2025 at 8:41 am
OpenGov system assigned this step to Kevin Lynch	05/21/2025 at 8:41 am
Kevin Lynch approved this step	05/30/2025 at 3:47 pm

Public Works Director Approval

Record No. EVNT-25-22

Status Completed

Became Active May 21, 2025

Assignee Robert Kimball

Due Date None





Primary Location

70 WASHINGTON ST
HAVERHILL, MA 01832

Owner

City of Haverhill/Riverfront parking lot

Applicant

 Joseph LeBlanc
 978-376-6741
 homer2140@mac.com
 18 Hawthorne Street
Haverhill, MA 01835

Step Activity

OpenGov system activated this step	05/21/2025 at 8:41 am
OpenGov system assigned this step to Robert Kimball	05/21/2025 at 8:41 am
Robert Kimball approved this step	05/30/2025 at 1:52 pm



Recreation Department Approval

Record No. EVNT-25-22

Status Completed

Became Active May 21, 2025

Assignee Ben Delaware

Due Date None





Primary Location

70 WASHINGTON ST
HAVERHILL, MA 01832

Owner

City of Haverhill/Riverfront parking lot

Applicant

 Joseph LeBlanc
 978-376-6741
 @ homer2140@mac.com
 18 Hawthorne Street
Haverhill, MA 01835

Step Activity

OpenGov system activated this step

05/21/2025 at 8:41 am

OpenGov system assigned this step to Ben Delaware

05/21/2025 at 8:41 am

Ben Delaware approved this step

05/21/2025 at 8:59 am



Mayor Approval for Use of City Property

Record No. EVNT-25-22

Status Completed

Became Active July 2, 2025

Assignee Effie Miscowski

Due Date None





Primary Location

70 WASHINGTON ST
HAVERHILL, MA 01832

Owner

City of Haverhill/Riverfront parking lot

Applicant

 Joseph LeBlanc
 978-376-6741
 homer2140@mac.com
 18 Hawthorne Street
Haverhill, MA 01835

Messages

No comments yet.

Step Activity

Kaitlin Wright added this record step

07/02/2025 at 8:43 am

Effie Miscowski approved this step

07/02/2025 at 8:45 am



City of Haverhill, MA

5.2

July 2, 2025

12.10.15

LCDL-25-17

**Alcohol - One-Day
License**

Status: Active

Submitted On: 6/30/2025

Primary Location


70 WASHINGTON ST
HAVERHILL, MA 01832

Owner


City of Haverhill

Applicant

 Joseph LeBlanc

 978-376-6741

 homer2140@mac.com

 18 Hawthorne Street
Haverhill, MA 01835

Applicant Information

JUL 14 AM 10:28
HAVERHILL CLERK

Applicant Role in the Event*

Birth Date*

Event Host (i.e. bride, parent, relative)

03/20/1956

Is the Event Sponsored?*

yes

Event Host/Sponsor Information

Host/Sponsor Business/Organization Name*

Team Haverhill

Host/Sponsor Business/Organization Address*

P.O. Box 5034

Host/Sponsor Business/Organization City*

Haverhill

Host/Sponsor Business/Organization State*

MA

Host/Sponsor Business/Organization Zip*

01835

Host/Sponsor Business/Organization Phone*

978-587-6008

Host/Sponsor Financial Status*

Civic Organization

Host/Sponsor Main Contact*

Joseph LeBlanc

Main Contact's Name*

Joseph LeBlanc

Main Contact's Social Security #*

Main Contact's Address*

18 Hawthorne Street

Main Contact's City*

Haverhill

Main Contact's State*

MA

Main Contact's Zip*

01835

Main Contact's Phone*

978-376-6741

Main Contact's Email*

homer2140@mac.com

Event Information

Type of License Being Requested*

Beer & Wine

Event Date*

09/13/2025

Event Start Time*

12 p.m.

Event End Time*

9 p.m.

Event Location*

Riverfront Parking Lot and adjacent area

Event Purpose*

Free festival for city residents and visitors

Will there Be Music or Entertainment?*

Yes

Will the Event be Catered?*

No

Will Food be Provided in Another Way?* ⓘ

Yes

Expected Number of Adults Attending*

5000

Expected Number of Children Attending* ⓘ

250

Is an Entrance Fee/Donation Required?*

No

Type of Attendees*

Public

Will the Event Be on City Property?* ⓘ

Yes

Liquor Information

Name of Liquor Wholesaler*

Seaboard Products Co.

Name of Person Serving the Alcohol* ⓘ

Deborah Ingalls + TBD

Is This a Cash Bar?*

Yes

Agreement & Signature

Yes*



Office Use Only

📅 Expiration Date

09/14/2025

📄 Receipts Submitted

—

Label	Activated	Completed	Assignee	Due Date	Status
✓ Licensing Clerk Review	6/30/2025, 7:23:37 PM	7/2/2025, 8:18:52 AM	Nicholas Flynn	-	Completed
✓ Police Department Approval	7/2/2025, 8:18:52 AM	7/7/2025, 12:03:43 PM	Kevin Lynch	-	Completed
✓ Recreation Department Approval	7/2/2025, 8:18:52 AM	7/2/2025, 8:20:21 AM	Ben Delaware	-	Completed
✓ License Commission Approval	7/7/2025, 12:03:43 PM	-	Nicholas Flynn	-	Active
✓ City Council Approval	-	-	-	-	Inactive
✓ Mayor Approval	-	-	-	-	Inactive
✓ License Commission Clerk Approval	-	-	Nicholas Flynn	-	Inactive
📅 1-Day Liquor License	-	-	-	-	Inactive
✓ Commission Clerk Reviews Receipts	-	-	Nicholas Flynn	-	Inactive



License Commission Approval

Record No. LCDL-25-17

Status Active

Became Active July 7, 2025

Assignee Nicholas Flynn

Due Date None

Primary Location

70 WASHINGTON ST
HAVERHILL, MA 01832

Owner

City of Haverhill

Applicant

 Joseph LeBlanc
 978-376-6741
 homer2140@mac.com
 18 Hawthorne Street
Haverhill, MA 01835

Messages

Nicholas Flynn

July 7, 2025 at 12:10 pm

Will be heard before LLA meeting on July 10, 2025 - 6PM in City Council Chambers
(Room 202)

Nicholas Flynn

July 14, 2025 at 8:45 am

Approved by LLA on 07/10/25 - pending Event Permit

Step Activity

Nicholas Flynn assigned this step to Nicholas Flynn

07/02/2025 at 8:18 am

OpenGov system activated this step

07/07/2025 at 12:03 pm

1:56



X City of Haverhill 9584.pdf



ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/00/YYYY) 06/30/2025	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER CoverWallet, Inc. One Liberty Plaza, Suite 3201 New York, NY 10008		CONTACT NAME: Jeff Chapin PHONE: (646) 844-9933 FAX: (646) 844-9933 E-MAIL: customer.service@coverwallet.com ADDRESS:			
INSURED DEBORAH J INGALLS DBA BUTLERS & BARS PO BOX 2037 Methuen, MA, 01844		INSURER(S) AFFORDING COVERAGE INSURER A: Mount Vernon Fire Insurance Company 26522 INSURER B: United States Liability Insurance Company 25895 INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
POLICY	TYPE OF INSURANCE	ACORD SUB	POLICY NUMBER	POLICY EFF	POLICY EXP
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT <input type="checkbox"/> ANY/ALL PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	GL 20128220	06/15/2025	06/15/2026
				LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON SCHEDULED AUTOS ONLY				COMBINED SINGLE LIMIT (Each auto) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$	
UMBRELLA/LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION(S)				EACH OCCURRENCE \$ AGGREGATE \$ PER \$ COMB \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> PROPRIETOR/PARTNER/EXECUTIVE OFFICER/UNDERRENDERED (Mandatory in MA) <input type="checkbox"/> If not insurable under DETCH FROM OPERATIONS below				PER \$ STATUTE \$ E&L EACH ACCIDENT \$ E&L DISEASE - EA EMPLOYEE \$ E&L DISEASE - POLICY LIMIT \$	
B	Liquor Liability	X	LO 1004364D	06/15/2025	06/15/2026
				Each Common Cause \$1,000,000 Aggregate: \$1,000,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101. Additional Remarks Schedule may be attached if more space is required) Certificate holder is included as additional insured with respect to the General Liability per the policy terms and conditions. Certificate holder is included as additional insured with respect to the Liquor Liability per the policy terms and conditions.					
CERTIFICATE HOLDER			CANCELLATION		
City of Haverhill 4 Summer Street Haverhill, MA, 01830			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
			AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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15 Total
3 Handicap
3 Wash sinks

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12 outlets needed

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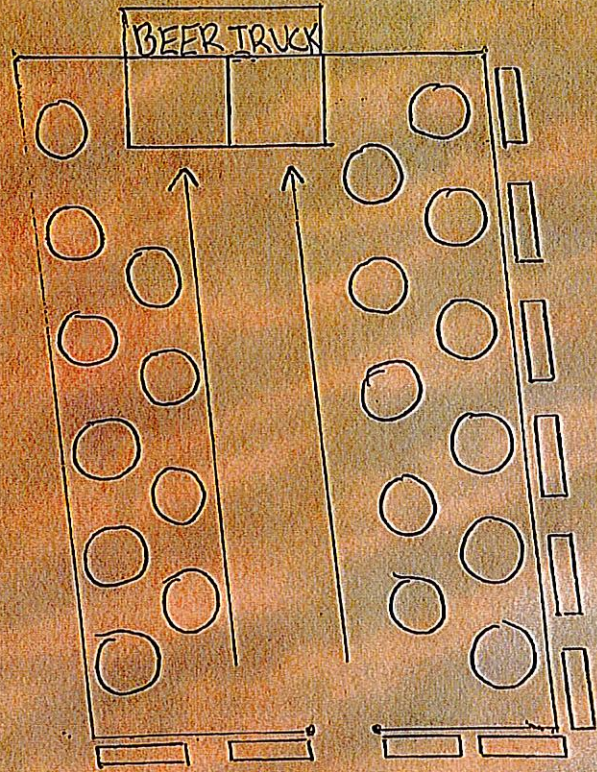
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BOARD

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BANK

PORTA
WASH SINK

MUSIC



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Deborah Ingalls

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
06/16/2025



Expiration Date
06/15/2028



Certificate #
ON-000037761919

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

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

(CUT HERE)

(CUT HERE)



Issued: 06/15/2025
Certificate #: ON-000037761919

Deborah Ingalls
199 Oakland Avenue
Methuen MA 01844

CERTIFIED

Expires: 06/15/2028



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

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

Signature _____



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

File 10 DAYS ✓

14.1

ORDERED:

JUL 15 PM 12:27
HVCITYCLERK

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, §85, Schedule B: Parking Restrictions and Prohibitions, as amended, is hereby further amended by **ADDING** the following:

Lincoln Street:
In front of #1

No Parking
(except for 1 24-hour
handicap parking space)

24 hours

APPROVED AS TO LEGALITY

City Solicitor



Haverhill

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

July 15, 2025


**MEMO TO: CITY COUNCIL PRESIDENT THOMAS J. SULLIVAN AND
MEMBERS OF THE CITY COUNCIL**

Subject: *Lincoln Street #1 – HPS-25-9 - Add Handicap Parking*

As requested, attached is the subject Ordinance to add handicap parking.

Please contact me if you have any questions.

Sincerely,



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

C: Mayor Barrett, Ward, Pistone, Wright

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



HAVERHILL, MASSACHUSETTS 01830-5843

WWW.CITYOFHAVERHILL.COM
CITYCOUNCIL@HAVERHILLMA.GOV

15.1

Councilor Lewandowski to propose change in hours in ordinance 191-3 regarding door to door solicitation.

Melissa J. Kuwandowski

Councilor Melissa J. Lewandowski

LPR

(Meeting: 7.22.25)

✓

File 19-12-45

19-E



DOCUMENT 19-E

CITY OF HAVERHILL

In Municipal Council July 8 2025

JUL 9 AM 17
HAVERHILL CLERK



ORDERED:

That the order adopted by the City Council on June 18, 2024, which authorized \$3,380,000 for water distribution system improvements and \$9,000,000 for sewer system improvements be amended to increase the amount appropriated and authorized to be borrowed to a new aggregate total of \$15,500,000 and to authorize the Treasurer to file an application with the appropriate officials of The Commonwealth of Massachusetts to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by the order, so the amended loan order reads as follows:

That \$15,500,000 is appropriated for the purpose of financing the engineering and construction of improvements to the water distribution system and sewer system, and including the payment of costs incidental or related to such capital improvements, and including without limitation all costs thereof; that to meet this appropriation the Treasurer with the approval of the Mayor is authorized to borrow \$15,500,000 and issue bonds or notes therefore under Chapter 44 of the General Laws and/or Chapter 29C of the General Laws, as amended; that such bonds or notes shall be general obligations of the City unless the Treasurer with the approval of the Mayor determines that they should be issued as limited obligations and may be secured by local system revenues as defined in Section 1 of Chapter 29C, as amended; that the Treasurer with the approval of the Mayor is authorized to borrow all or a portion of such amount from the Massachusetts Clean Water Trust established pursuant to Chapter 29C, as amended; and in connection therewith to enter into a financing agreement and/or a security agreement with the Trust and otherwise to contract with the Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the project or for the financing thereof; that the Mayor is authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the project and to take any other action necessary or convenient to carry out the project. 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 by this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith. The Mayor is authorized to apply for and accept any and all grants that may be available to pay the costs of this project.

PLACED YONOF FILE for at least 10 days

Attest:

City Clerk

Loan Order



*Related
Communication*

Haverhill

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

Date: July 3, 2024

To: The Honorable Melinda E. Barrett
Mayor of Haverhill

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

Subject: Amended Loan Order – Locke Street Phase 1 CSO Separation and Water System Improvements

Attached for your review and approval is a proposed City Council order to amend the loan order for the Locke Street Phase 1 Combined Sewer Overflow (CSO) Separation and Water System Improvements Project adopted by the City Council on June 18, 2024. The amended loan order increases the loan authorization from \$12.38 million to \$15.5 million.

Construction bids were opened on June 26, 2025. The lowest bid exceeded the engineer's estimate by more than \$3 million, primarily due to the cost and complexity of jacking twin 60-inch pipe casings for the stormwater outfalls beneath the MBTA railroad tracks— one of the most challenging and expensive aspects of the project.

As is typical with SRF-funded projects, the City was required to establish a project budget and secure a loan order approximately one year before receiving actual bids, which makes accurately forecasting costs for such complex construction work particularly challenging.

Approximately \$2.5 million of the work is for water system improvements, which are not eligible for SRF funding. The remaining amount covers sewer work, which remains eligible for low-interest SRF financing and principal forgiveness.

We are under a tight deadline to execute the construction contract to preserve SRF eligibility and associated financial benefits. To maintain SRF eligibility, the City must obtain MassDEP approval to award the contract and execute the construction contract by August 31st, making timely City Council approval critical. As discussed, this requires submitting the loan order to the City Council for the July 8th meeting and subsequent vote at the July 22nd meeting.

Please let me know if you need any additional information.

Attachment

Cc: Christine Lindberg, Mayor Chief of Staff, clindberg@haverhill.MA.gov
Angel A. Perkins, City Auditor/Finance Director, aperkins@haverhillMA.gov
Lisa Mead, Mead, Talerman & Costa LLC, lisa@mtclawyers.com
Allana J. McOsker, Chief Financial Admin Assistant, ajmcosker@haverhillMA.gov

Do NOT copy



Maria Bevilacqua

To: hglegals@hgazette.com
Cc: Kaitlin Wright
Subject: Legal ad - Gazette - July 10 2025; Loan Order Water/Sewer System \$15,500.000
Attachments: loan order 15,500,000.pdf

Morning –

Please run this Loan Order 1 time in the Gazette; July 10, 2025
\$15,500,000 Water/Sewer System

Thank you!

Maria Bevilacqua
978420-3624

MELINDA E BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

July 3, 2025

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

From: Mayor Melinda E. Barrett

RE: Amended Loan Order for \$ 15,500,000.00 for Phase 1 Locke Street CSO Separation and Water System Improvements.

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

Please see attached amended loan order for \$15,500,000.00 for Phase 1 Locke Street CSO Separation and Water System Improvements. This item must be placed on file for 10 days.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

CITY COUNCIL

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



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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

103-HH	Motion by Councilor Michitson to send the <i>Home Rule Petition – An act establishing guidelines for the installation of and use of Electric vehicle charging stations in the City of Haverhill</i> , to committee in order to coordinate with condo associations.	A&F	12/23/23
40	Motion by Councilor Lewandowski to send updated Cannabis Social Equity Best Practices for the Cannabis Control Commission to A&F for further review.	A&F	4/2/24
12-P	Motion by Councilor Jordan to send possible conditions on new development and potential changes to our zoning ordinances.	Planning & Development	5/21/24
12-S	Motion by Councilor Ferreira to send the City's Swimming Ordinance Chapter 193 Article III and related items at Lake Saltonstall, aka Plug Pond to NRPP for further discussion.	NRPP	6/18/24
33-F	Motion by Councilor Basiliere to send resident winter parking concerns and offer suggestions for improvements	Public Health Safety	3/11/25
60	Motion by Councilor Michitson to send the Haverhill Housing Production Plan to P&D for further discussion	Planning & Development	5/6/25
33-L	Motion by Councilor Lewandowski to send Bill 3360 (vacancy tax on residential properties) for review and also further review of MVSP (Massachusetts Vacant Storefront Program)	Planning & Development	6/24/25
33-M	Motion by Councilor Michitson to send for feedback on Cross-Cutting Career training event from various participants	Planning & Development	6/24/25