



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, May 21, 2019 at 7:00 PM

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

1. OPENING PRAYER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES OF MAY 7TH & MAY 14TH MEETINGS
4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING
5. COMMUNICATIONS FROM THE MAYOR:
6. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:
7. UTILITY HEARING(S) AND RELATED ORDER(S)
8. HEARINGS AND RELATED ORDERS
 - 8.1. Document 55; Mayor Fiorentini /City of Haverhill requests Hearing to amend Licensed Marijuana Establishment (LME) Overlay Zone – relative to site plan review criteria and submits related Ordinance
Favorable recommendation from Planning Director and Planning Board
 - 8.1.1.1. Document 55-B; Ordinance re: Zoning – Amend licensed Marijuana Establishment Overlay Zone Chapter 255-202 LME site plan review required as part of special permit application
Filed April 10 2019
 - 8.2. Document 55-C LME 19-1; Petition from Attorney Michael Migliori on behalf of *Full Harvest Moon Inc* requesting Hearing for Special Permit under Chapter 255, Article XIX LME-RO to operate an *Adult Use Marijuana Establishment at 95 Plaistow rd*
9. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28
10. APPOINTMENTS:
 - 10.1. Confirming Appointments:
 - 10.1.1. Rocks Village Historic District Commission:
 - 10.2. Non-Confirming Appointments:
 - 10.2.1. Constables 2019:
 - Reappointments

Ronald Bertheim 116 Lenox av	Steven Ring 90 Linwood st
David E Hall 73 East Broadway	Christina Sewell 61 So Central st, Apt 2
Gerald A Sewell 264 Broadway	
 - Appointments – pending payment of fee to City

Jose G Garcia 9 Westminster av	
Scott Wood 93 Lawrence st	<i>All to expire May 1 2020</i>
- Resignations
 - 10.2.2. Haverhill Cultural Committee

Stephen Arnold 7 6 th Avenue	
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CITY OF HAVERHILL

CITY COUNCIL AGENDA

Tuesday, May 21, 2019 at 7:00 PM

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

11. PETITIONS

- 11.1. Petition from Attorney Michael Migliori representing applicant *CNA Stores, Inc.* - Robert DeFazio, CEO and Billie Haggard Jr., COO requesting Special Permit for an *Adult Use Marijuana Establishment-LME-NE (No Exclusions)* for property located at 558 River st, Assessor's Map 508, Block 260, Lot 9
Council Hearing: July 9 2019

11.2. **Applications Handicap Parking Sign**

11.3. **Tag Days:**

11.4. **One Day Liquor License:**

11.5. **Annual License Renewals**

11.5.1.1. **Hawker Peddlers License 2019**

Thomas Clark to sell sausages, hot dogs, cheeseburgers, water, soda & chips at *Columbus Park*; Washington st; Sunday – Saturday, 10 am -7 pm
renewal

Has approval from Police Dept and Health Dept

11.5.1.2. Wade Dempsey to sell hot dogs at *Bradford Common*; April thru October; Monday – Sunday, 11 am to 5 pm - *new* *Has approval from Police Dept and Health Dept*

Pending Wire Inspector approval

11.5.2. **Coin-Op License Renewals 2019:**

11.5.3. **Sunday Coin-Op License Renewals 2019**

11.5.4. **Drainlayer License for 2019**

11.5.5. **Taxi Driver Licenses for 2019**

11.5.6. **Taxi License**

11.5.7. **Junk Dealer License**

11.5.8. **Pool Tables:**

11.5.8.1. *The Tap* 100 Washington st 2 Pool Tables

11.5.9. **Sunday Pool:**

11.5.10. **Bowling**

11.5.11. **Sunday Bowling**

11.5.12. **Buy & Sell Second Hand Articles**

11.5.13. **Buy & Sell Second Hand Clothing -**

11.5.14. **Pawnbroker license**

11.5.15. **Fortune Teller**

11.5.16. **Buy & Sell Old Gold**

11.5.17. **Roller Skating Rink:**

11.5.18. **Sunday Skating:**

11.5.19. **Theater**

11.5.20. **Exterior Vending Machines**

11.5.21. **Limousine/Livery License/Chair Cars**



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

Tuesday, May 21, 2019 at 7:00 PM

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

12. MOTIONS AND ORDERS:

- 12.1.** Appropriate \$148,595 from School Stabilization and transfer to Capital
Project: *School Technology*

13. ORDINANCES (FILE 10 DAYS)

14. MONTHLY REPORT

15. RESOLUTIONS and PROCLAMATIONS

16. COMMUNICATIONS FROM COUNCILLORS:

- 16.1.** Communication from Councillor Melinda Barrett requesting to refer the
issue of speeding on Old Boston rd to the *Traffic & Safety Committee*

17. UNFINISHED BUSINESS OF PRECEDING MEETINGS

- 17.1.** Document 29-Q: Ordinance re: Parking – 13 Hancock st Est Handicap
Parking *filed May 8 2019*

18. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

19. DOCUMENTS REFERRED TO COMMITTEE STUDY

20. ADJOURN



Hearing MAY 21 2019
Zoning

JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

(Handwritten signature/initials)

April 5, 2019

City Council President John A. Michitson & Members of the City Council

RE: Licensed Marijuana Establishment Overlay Zone Amended Ordinance

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

Attached is an ordinance amending the Licensed Marijuana Establishment (LME) Overlay Zone relative to the site plan review criteria. This ordinance will require all LME applicants to submit all elements of a site plan and to have site plan review prior to the hearing for the special permit.

This is to correct what we believe is an inadvertent error in the ordinance. Normally site plan review occurs prior to the special permit hearing and the recommendations of the department heads are given to the city council. It is inadvertently reversed in the marijuana ordinance. Bill Pillsbury can answer any questions concerning this.

This must be placed on file for ten days after which I recommend approval.

Very truly yours,

(Handwritten signature of James J. Fiorentini)

James J. Fiorentini
Mayor

JJF/lyf

IN CITY COUNCIL: April 9 2019
VOTED: that COUNCIL HEARING BE HELD
MAY 21 2019
Attest:

City Clerk

55-B



DOCUMENT 55-B

CITY OF HAVERHILL

In Municipal Council April 9 2019

8.1.1.1

MUNICIPAL ORDINANCE

CHAPTER 255

AN ORDINANCE RELATING TO ZONING

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 255, Zoning, Article XIX, Licensed Marijuana Establishments Overlay Zone, as amended, be and is hereby further amended by deleting section § 255-202. Site plan review: in its entirety, and, by inserting in place thereof the following:

“255-202 LME Site plan review required as part of special permit application.

Any application for a special permit for an LME in the City of Haverhill shall not be deemed to be complete without the filing of all elements of a site plan.

The site plan shall include all information required by City of Haverhill Zoning Code §255-80B2 and §255-80D, and, shall be filed as part of the special permit application.

The LME site plan shall be filed with the city clerk as part of the special permit application and the clerk shall forward the site plan package to the city departments where it will be reviewed by the relevant city departments and their comments/ recommendations included in a report to the city council prior to the special permit hearing.”

APPROVED AS TO LEGALITY:

City Solicitor

PLACED ON FILE for at least 10 days
Attest;

City Clerk

For Hearing May 21 2019



Haverhill

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

May 16, 2019

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

FROM: William Pillsbury, Jr. Economic Development and Planning Director

SUBJECT: Zoning amendment-- marijuana site plan timing

On May 8, 2019, the Haverhill Planning board voted to send a favorable recommendation to the City Council on the proposed zoning amendment. The minutes of the hearing are in your packages.

The proposed ordinance is a minor adjustment to the process for approving special permits for recreational marijuana retail stores in the city.

The proposed ordinance requires that applicants for a special permit file all elements of information required for a site plan PRIOR to the special permit so that the information may be reviewed and commented upon by the relevant city departments prior to action by the city council.

As Planning director, I concur with the planning boards action and recommend that the city council approve the zoning amendment as proposed.

Recommendation: Approve the zoning amendment as proposed.



CITY OF HAVERHILL
MASSACHUSETTS 01830

PLANNING BOARD

CITY HALL, ROOM 201
FOUR SUMMER STREET
HAVERHILL, MASSACHUSETTS 01830
TELEPHONE 374-2330
FAX 374-2315

May 9, 2019

City Council President John Michitson
& City Councilors
City of Haverhill

RE: Zoning Ordinance – Site Plan Review Criteria – Licensed Marijuana Overlay District

Members Present: Acting Chairman Robert Driscoll
Member Karen Buckley
Member Karen Peugh
Member April DerBoghosian

Members Absent: Member Bill Evans
Member Alison Colby-Campbell
Member Kenneth Cram
Chairman Paul Howard

Also Present: William Pillsbury, Jr., Director of Economic Development and Planning

Dear City Council President and Councilors:

Please note at the May 8, 2019 Planning Board meeting the board considered the recommendation of the Planning Director, William Pillsbury, Jr., to forward a favorable recommendation to amend the licensed marijuana establishment Overlay Zone relative to site plan review criteria.

Member Karen Peugh read the rules of public hearing into the record.

William Pillsbury, Planning Director addressed the board. What we have before us this evening is a request for a recommendation to an amendment to the zoning ordinance proposed by the city solicitor. It is basically very limited and technical in nature. What the city solicitor is proposing in his recommendation is to require the information that is required for the site plan filing at a special permit hearing; that information be filed prior to the city council hearing rather than after the city council hearing. This is really a matter of timing, it's the only item that's being looked at it to be changed in the ordinance. There's no other changes proposed. It's really the sequencing of when information is filed. We are not changing the required documents in the ordinance, but when they are filed that's being

changed. That's the only thing that's being changed. And so with that Mr. Chairman at the appropriate time I will make a recommendation to the board at the close of the hearing.

Basically, there are a number of different things required to be filed as part of a site plan. They are all listed in the zoning ordinance that's been passed by the city council.

Those items are said to be submitted after the special permit. Having those items submitted after does not afford the city council the opportunity to review that information or to receive input from the city departments on that information. What's happening this evening is only a recommendation to the city council. This is a situation where there's a recommendation made to the council, the council is the only one that can change ordinances. So that's the only substantive thing that's contained within this proposed amendment. There's no changes to any of the maps, there's no changes to any of the other documents itself. It's just the timing of the submission of information so that it can be reviewed by the city council prior to their deliberations at the actual public hearing.

Acting Chairman Driscoll: Is there anyone here who wishes to speak in favor of this petition? Anyone here who wishes to speak against?

A number of citizens raised concerns/comments/questions:

Stephanie Mann- 75 Shattuck Street – questioned the previously approved areas for licensed marijuana establishments.

Daniel MacDonald – 65 Elliot Street – concerned about areas for licensed marijuana establishments.

Does the change affect already filed permits? Will a member of the planning board be present at the city council meeting?

Audience- (inaudible) – What recourse do neighbors have for the action that was taken previously at the city council meeting.

Audience – (inaudible) – Why did the planning board not recommend the Route 110 zone at the previous meeting. Where can people review the minutes of the city council hearing?

Audience (inaudible) – hypothetical question- how can we change the zoning to eliminate those zones that were previously approved.

Audience (no name given) – Have any city council members been directly involved with developments that have come through before.

77 Elliot Street – What is the criteria of the site plan for licensed marijuana establishments; any approvals for a special permits for the licensed marijuana establishments currently?

Audience (inaudible) – How does the process of the site plans work, such as traffic issues, who reviews? How to voice concerns, issues with the City?

Audience (inaudible) question about zoning for houses near Route 110.

Audience (inaudible) – What is the process for voting and how did the Planning Board vote on the previous marijuana amendment. How is the information delivered to the city council.

Audience: Do the traffic studies go through the Planning Board for site plans.

Questions and concerns were answered by the Planning Director and board.

Acting Chairman Driscoll asked if anyone else from the public wished to speak. We're going to take a vote. This is administrative in nature. We are going to close the hearing now and ask for the Planning Director's recommendation.

Mr. Pillsbury stated I would recommend a favorable recommendation to the city council. I believe it is appropriate to have the information prior to filing the special permit rather than after the fact.

After board consideration, Member Karen Buckley motioned to forward a favorable recommendation to the City Council as recommended by the Planning Director William Pillsbury, Jr. Member April DerBoghossian seconded the motion. Members that voted in favor were: Robert Driscoll, Karen Peugh, Karen Buckley, April DerBoghossian. Members Absent: Bill Evans, Kenneth Cram, Alison Colby-Campbell and Paul Howard. Motion Passed.

Signed:

A handwritten signature in black ink, appearing to read "Robert Driscoll", with a stylized flourish at the end.

Robert Driscoll
Acting Chairman

Attachments: City Department Letters

Cc: Licensed marijuana site plan required – corrective ordinance file
City Engineer-John Pettis-email
City Departments



Haverhill

Conservation Department

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

rmoore@cityofhaverhill.com

conservation@cityofhaverhill.com

MEMO TO: William Pillsbury, Economic Development & Planning Director
FROM: Robert E. Moore, Jr., Environmental Health Technician
DATE: April 24, 2019
RE: Zoning Ordinance Amendment - Chapter 255, §202
Licensed Marijuana Establishments

The Conservation Commission reviewed the forwarded information at its April 18th meeting. The Commission offered no objection to the proposed amendment.



James J. Fiorentini
Mayor

William F. Laliberty
Fire Chief

Haverhill Fire Department

Fire Prevention / Investigation Unit

D/C Eric M. Tarpy
Lieut. Michael H. Picard
Insp. Johnathan W. Pramas
Insp. Richard H. Wentworth
Insp. Barry J. Ferguson



4 Summer St, Room 113
Tel: (978) 373-8460
Fax: (978) 521-4441

April 9, 2019

William Pillsbury, Planning Director
4 Summer Street, room 201
Haverhill, MA 01830

Re: LME Overlay District Amended Overlay Zone

The Fire Department has reviewed the Zoning Ordinance Amendment and has no comment at this time in the process.

Respectfully,

Eric M. Tarpy

Eric M. Tarpy
Deputy Fire Chief
Haverhill Fire Prevention Division

COUNCIL Hearing
May 21 2019

KLC

KAREN L. FIORELLO
kfiorello@fimilaw.comFIORELLO & MIGLIORI
ATTORNEYS AT LAWFIREHOUSE CONDOMINIUMS
18 ESSEX STREET
HAVERHILL, MASSACHUSETTS 01832
TEL 978/373-3003 FAX 978/373-3066
April 16, 2019MICHAEL J. MIGLIORI
mmigliori@fimilaw.com

2.2

Hand DeliveredJohn A. Michitson, President
Haverhill City Council
City Hall - 4 Summer Street
Haverhill, MA 01830Re: Special Permit: Chapter 255 Article XIX LME-RO
Owner: Water Street Retail LLC
Applicant: Full Harvest Moonz Inc.
Location: 95 Plaistow Road, Haverhill, MA
Parcel ID: 638-3-6

Dear President Michitson:

Please be advised this office represents Full Harvest Moonz Inc. regarding the property located at 95 Plaistow Road, (also sometimes referenced as 101 Plaistow Road) and being shown on Haverhill Assessor's Map 638 Block 3 Lot 6.

Full Harvest Moonz Inc. is requesting a Special Permit from the City of Haverhill to operate an Adult Use Marijuana Establishment. The Haverhill Zoning Ordinance Chapter 255 Section 201 requires a Special Permit to operate an Adult Use Marijuana Establishment.

The property is shown in Haverhill Assessor's Map 638 Block 3 Lot 6 and is located in the "LME-RO" Zoning District.

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

The applicable further agrees to waive the statutory requirement for the Haverhill City Council to hold a hearing on the matter within sixty-five (65) days.

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

IN CITY COUNCIL: April 23 2019
VOTED: that COUNCIL HEARING BE HELD
MAY 21 2019Attest: _____ City Clerk
MJM/dma

Sincerely yours,

Michael J. Migliori

*Council Hearing May 21
2019*

FIGRELLO & MIGLIORI
ATTORNEYS AT LAW

KAREN L. FIGRELLO
kfiorello@fimiaw.com

FIREHOUSE CONDOMINIUMS
18 ESSEX STREET
HAVERHILL, MASSACHUSETTS 01832
TEL 978/373-3003 FAX 978/373-3066

MICHAEL J. MIGLIORI
mmigliori@fimiaw.com

March 19, 2019

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

Re: Special Permit:
LME 19-1, Full Harvest Moonz, Inc.

95 plaitow rd

Dear President Michitson and Members of the City Council:

Please be advised that the above referenced applicant hereby waives the sixty-five (65) day statutory requirement for the Council to act on the Special Permit LME 19-1.

Thank you for your consideration in this matter.

Should you have any questions, please don't hesitate to contact me.

Sincerely yours,

[Signature]
Michael J. Migliori

MJM/dma

Enc.

c.c.: Haverhill City Clerk

IN CITY COUNCIL: April 23 2019



FULL
HARVEST MOONZ

Opening Contingency Plan For Parking and Appointments

Recreational customers – Will be required to make an appointment during the initial weeks of opening Full Harvest Moonz, Inc. A schedule of days and hours of operation with time slots in 15 minute intervals will be available to make an appointment online at www.harvestmoonz.com.

In order to enter the facility, it will be necessary to bring your valid government issued ID card proving that you are 21 or older. Typically, this is your driver's license, passport or military ID. **A PRINTOUT OF YOUR CONFIRMATION EMAIL WILL ALSO BE REQUIRED to enter the facility.** You may show us the confirmation email on your phone if you prefer.

No consumption of cannabis is permitted on Full Harvest Moonz premises, or parking lot. Please be respectful of our neighbors. **IT IS ILLEGAL TO SELL CANNABIS TO ANY OTHER INDIVIDUAL.** Penalties may include imprisonment and substantial fines. Customers found or reasonably believed to be illegally diverting cannabis will not be allowed to purchase products from Full Harvest Moonz, Inc.

A separate appointment is required for each 21+ adult.

As supply and demand in the region stabilizes over time, we fully intend to serve walk-in customers.

Marijuana Establishment (LME) Special Permit

LME-19-1

Applicant

👤 michael migliori
☎ 978-373-3003
@ mmigliori@fimilaw.com

Location

95 PLAISTOW RD
Haverhill, MA 01830

Business Owner Information

Describe Your Role in This Application

Attorney/Agent for Applicant

Business Owner Address

22 Veronica Lane

Business Owner State

MA

Business Owner Phone

781-254-6765

Business Owner Name

Janet Kupis

Business Owner City

Weymouth

Business Owner Zip

02189

Business Owner Email

jkupris@harvestmoonz.com

Applicant Information

Name of Attorney/Agent Firm

Fiorello & Migliori

Attorney/Agent City

Haverhill

Attorney/Agent Zip

01830

Attorney/Agent Address

18 Essex Street

Attorney/Agent State

MA

Is the Business Owner a Priority Applicant?

No

Business Information

Name of Establishment

Full Harvest Moonz, Inc.

Business Structure

Corporation

Company Website Address

www.harvestmoonz.com

Type of Establishment

Retailer

Taxpayer Identification Number (TIN)

832454860

Business Phone

781-254-6765

Is the Location Leased or Owner?

Leased

Are You Seeking to Locate in the Waterfront District Area (WDA)?

No

Which Zone are You Applying for?

LME-RO: Retail Sales Only

If Another Marijuana Business Within 1/2 mile of Your Property is Approved First, What Will You Do?

Attempt to Proceed

Corporate Information (Required for Business Entities)**Legal Business Name**

Full Harvest Moonz, Inc.

Doing Business As (DBA) If Any

--

Are You a MA Business Entity?

Yes

Filing Date w/Secretary of State

10/23/2018

Corporate Officers & Director Information**Officer/Director Address**

22 Veronica Lane, Weymouth, MA 02189

Officer/Director Name

Janet Kupris

Officer/Director % Ownership

100

Director/Officer Title

President, Treasurer, Secretary, Director

Hours of Operation**Monday**

9:00am - 9:00pm

Tuesday

9:00am - 9:00pm

Wednesday

9:00am - 9:00pm

Thursday

9:00am - 9:00pm

Friday

9:00am - 9:00pm

Saturday

9:00am - 9:00pm

Sunday

12:00pm - 9:00pm

Liability Agreement**Agree**

true

Indemnification Agreement

Agree

true

New Custom Section



Odor Mitigation Plan for 101 Plaistow Rd, Haverhill, MA.

All products coming into the Full Harvest Moonz facility will arrive pre-packaged from our wholesaler. These products will be hermetically sealed which will prevent any odor from escaping the packaging.

Full Harvest Moonz will also install charcoal filters throughout the building that will be more than sufficient to mitigate any residual odor that may be noticeable. This Protocol creates an odor free air quality environment.



City of Haverhill, Massachusetts
James J. Fiorentini, Mayor

Host Community Agreement

CITY OF HAVERHILL AND *Full Harvest Moonz Inc* THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this *17th* day of *Dec*, 2018, by and between *Full Harvest Moonz Inc*, a Massachusetts Limited liability company, and any successor in interest, with a principal office address of *22 Veronica Lane Weymouth* ("the Company"), and the City of Haverhill, a Massachusetts municipal corporation with a principal address of 4 Summer Street, Haverhill MA 01830 ("the City"), acting by and through its Mayor in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate an Adult Use Retail Marijuana Establishment at *101 Plaistow Rd*, Haverhill MA, known as ASSESSOR'S MAP *PARCEL*, in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the City in accordance with its Zoning Ordinance including a special permit and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the City in the event that it receives the requisite licenses from THE CANNABIS CONTROL COMMISSION ("CCC") or such other state licensing or monitoring authority, as the case may be, to operate Adult Use Retail Establishment and receives all required local permits and approvals from the City including a special permit;

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the Municipality, and in the event the contingencies noted below are met, intends to provide certain benefits to the Municipality over and above typical economic development benefits attributable with similar new manufacturing and retail concerns locating in the Municipality; and

WHEREAS, the Municipality believes that the Company's operation of a Licensed Retail Marijuana Establishment in Haverhill, coupled with its contributions to the Municipality, as set forth herein, would advance the public good;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of Adult Use Retail Establishment (hereinafter "Facility"), such activities to be only done in accordance with the applicable state and local laws and regulations in the City;

JAF *JK*

WHEREAS, the City and the Company agree that the Company will have a substantial impact on the traffic, neighborhood where they wish to locate and the entire city and

WHEREAS, the city and the Company agree that the city will be required to extend substantial additional resources as a result of the company's presence in the city and

WHEREAS, the company and the city acknowledge the additional costs and burdens imposed on the city as a result of the city being a border community with New Hampshire;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the City agree as follows:

I. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

II. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Adult Use Retail Establishment and receives any and all necessary and required permits and licenses of the City, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the proposed Adult Use Retail Establishment in the City, then the Company agrees to provide the following Annual Payments; provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the City for any fees associated with the negotiation of this Agreement. In the event that the Company fails to remit the agreed payments, and if said payments are not made to the City within 30 days of notice to the Company, the City reserves the right to terminate the Agreement and notify the Cannabis Control Commission.

A. Community Impact Fee

The Company anticipates that the City will incur additional expenses and impacts on the City's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the City. Accordingly, in order to mitigate the financial impact on the City and use of City resources, the Company agrees to pay an Annual Community Impact Fee to the City, in the amount and under the terms provided herein that is reasonably related to the costs imposed upon the City by the operation of the Company's Marijuana Establishment.

1. The Company shall make annual host community payments of **three percent (3%) of the gross sales of the Marijuana Establishment to the Municipality** (the "Annual Payment") for a period of five (5) years. The initial Annual Payment shall be due twelve (12) months after the issuance of a Final Certificate of Registration or its equivalent (the "Initial Payment"), and each subsequent Annual Payment shall be due on the anniversary date of the Initial Payment.

2. The Annual Community Impact Fee shall be paid quarterly per the City's fiscal year (July 1- June 30). The Annual Community Impact Fee for the first quarter of operation shall be prorated.
3. The City shall use the above referenced payments in its sole discretion but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the City.
4. The Company agrees to provide an **additional annual payment of:** The sum of Twenty Five Thousand Dollars (\$25,000) to be made to a charity chosen by city.
5. Payments: The Company shall make the payments set forth above in this Section of this Agreement made payable to the Municipality. The parties understand and acknowledge that the Municipality is under no obligation to use the payments described in this Section in any particular manner, provided, however, that the payments are reasonably related to the costs imposed upon the Municipality by the operation of the Marijuana Establishment.
6. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Company shall be required to pay the City a late payment penalty equal to five percent (5%) per month of such required payments.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the City's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and reasonable fees generally applicable to other commercial developments in the City.
2. Traffic and Parking Study Peer Review: The Company agrees that they will conduct and submit traffic and parking study or studies regarding the proposed location. The studies will include an analysis of traffic generation, circulation, and off street parking demand to determine sufficient parking and optimum configuration for site ingress and egress. The studies will include an analysis of any temporary effects of opening in that particular location and shall include a contingency mitigation plan in the event that the temporary effects causes traffic or parking problems in that location. Those contingency plans may include such items as appointment only sale periods, leasing spaces in areas not directly adjacent to the location and providing shuttle service, hiring of detail officers or flag personnel, or other mitigation plans as may be approved by the city. The City may require a peer review of any such traffic and parking study or studies, and the Company agrees to pay for reasonable consulting fees to provide peer review of the traffic and/or parking studies. The company shall submit detailed plans to mitigate any traffic or parking problems that are foreseen either in the study done by the applicant or in the peer review, including temporary problems. Approval of the traffic and parking plans and the mitigation plans by the Mayor and Police Chief shall be required prior to

QF QK

issuance of an occupancy permit or any other permits required by the city to the extent that this is allowed by law.

C. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit annual sales report to the City within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the City, the Company shall provide the City with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the City to have its financial records examined and audited by an Independent Financial Auditor, the expense of which shall be borne by the City. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the City and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

1. Other Payments: Company anticipates that it will make annual purchases of water, sewer and other services from City agencies. Company will pay any and all fees associated with the local permitting and operation of the Marijuana Establishment.
2. Review: The Municipality and the Company will review the Annual Payment every twelve (12) months to ensure that the Annual Payment is reasonably related to the costs imposed upon the Municipality by the operation of the Marijuana Establishment.
3. Local Taxes: At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. The company shall also comply at all times with the collection and payment of the local option excise on the retail sales of marijuana for adult use as provided for by local and state law.



III. Community Support and Additional Obligations

- A. The Company agrees to provide no less than 100 man hours annually to participate in community service activities including but not limited to: City-sponsored educational programs on public health and drug abuse prevention, senior assistance, community cleanup, veteran's assistance.
- B. Local Vendors - to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Marijuana Establishment. Company shall use good faith efforts to utilize vendors and/or contractors based in the City.
- C. Employment/Salaries - except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts to hire employees that are City residents.
- D. To the extent that this practice is allowed by Federal and State law, and except for senior management, the company agrees to pay the prevailing wage in the construction or remodeling of their facilities and in the operation of the facility.
- E. Company shall provide the Municipality with annual reports indicating the percentages of vendors and employees in accordance with paragraphs (B) and (C) above.
- F. The Company shall, at least annually, provide the Municipality with copies of all reports submitted to the CCC regarding operations at the Marijuana Establishment.
- G. The Company will work with the Municipality's Health Department to ensure that all Company products are tested to the satisfaction of the Municipality.

IV. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L., c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

The Company shall also comply at all times with the collection and payment of the local option excise on the retail sales of marijuana for adult use as provided for by local and state law.

V. Security

To the extent requested by the City's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, traffic and parking concerns, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the proposed Adult Use Retail Establishment, and with regard to any anti-diversion procedures.

To the extent requested by the Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

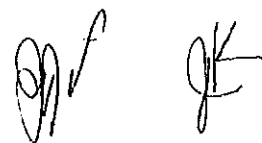
VI. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed by the City and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

VII. Additional Obligations

The obligations of the Company and the City recited herein are specifically contingent upon the Company obtaining a license for operation of an Adult Use Retail Marijuana Establishment in the City, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate an Adult Use Retail Marijuana Establishment in the City including a special permit.

This agreement does not affect, limit, or control the authority of City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Ordinances of the City, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Ordinances, and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the City, or to refrain from enforcement action against the Company and/or its proposed Facility for violation of the terms of said permits and approvals or said statutes, Ordinances, and regulations.



VIII. Re-Opener/Review

The Company shall be required to provide to the City notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company enters into a Host Community Agreement for an Adult Use Retail Marijuana Establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the City pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the City equivalent to those provided to the other municipality.

IX. Support

The City agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the City's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

X. Term and Termination

This Agreement shall take effect on the day above written and executed, subject to the contingencies noted herein. This agreement shall continue in effect for five (5) years from the date of this Agreement. In the event Company no longer does business in the Municipality or in any way loses or has its license revoked by the State, this Agreement shall become null and void. The Municipality may terminate this Agreement at any time. Company shall not be required to cease operations at the termination of this Agreement.

In the event that the Cannabis Control Commission suspends, cancels or revokes the license of the company, the company shall cease operation.

XI. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer this agreement in whole or in part, without the prior written consent from the City which consent shall not be unreasonably withheld or delayed, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the City and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the City. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the City of Haverhill nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or

entity for which the Company does not maintain a controlling equity interest (iv) any assignment for the benefit of creditors; and/or (v) any other assignment not approved in advance in writing by the City.

XII. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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

To Licensee: *22 Veronica Lane Weymouth, MA 02189*

XIII. Severability

If any term of condition of this Agreement 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 Agreement shall not be deemed affected thereby unless the City would be substantially or materially prejudiced.

XIV. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

XV. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the City with respect to the matters described herein. This Agreement 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.

XVI. Amendments/Waiver

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

XVII. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

XVIII. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

XIX. Signatures

Electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

XX. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the City as joint ventures or partners.

XXI. Nullity

This Agreement shall be null and void in the event that the Company does not locate an Adult Use Retail Establishment in the City or relocates the Facility out of the City, provided, however, that if the Company decides not to locate an Adult Use Retail Establishment in the City of Haverhill, the Company shall reimburse the City for reasonable fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the City, the Company agrees that an adjustment of Annual Payments due to the City hereunder shall be calculated based upon the period of occupation of the Facility in the City, but in no event shall the City be responsible for the return of any funds provided to it by the Company.

XXII. Indemnification

The Company shall indemnify, defend, and hold the City of Haverhill harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the City, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be charged at regular and customary municipal rates, of the City's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the City, to reimburse the City for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

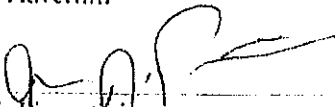
XXIII. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Company.

A handwritten signature in black ink, appearing to be a stylized 'J' followed by a surname, located in the bottom right corner of the page.

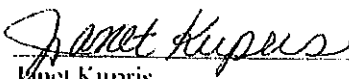
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

City of Haverhill



James J. Fiorentini
Mayor

Full Harvest Moonz.



Janet Kupris
CEO



10.2.1

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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

May 17, 2019

City Council President John Michitson & Members of the City Council

RE: Constables 2019

Dear Mr. President and City Council Members:

Please be advised that I hereby re-appoint the following individuals as constables for the City of Haverhill:

Ronald Bertheim
116 Lenox Avenue
Methuen, MA 01844

David E. Hall
73 East Broadway
Haverhill, MA 01830

Gerald A. Sewell
264 Broadway
Haverhill, MA 01832

Steven Ring
90 Linwood Street
Haverhill, MA 01830

Christian Sewell
61 South Central Street, Apt. 2
Haverhill, MA 01835

Please be advised that I hereby appoint the following individuals as constables for the City of Haverhill, contingent upon payment of annual fee to the City:

Jose G. Garcia
9 Westminster Avenue
Haverhill, MA 01830

Scott Wood
93 Lawrence Street
Haverhill, MA 01830

I certify that in my opinion the above individuals are the appropriate people to serve the City in this capacity based on his unique qualifications in the areas of education, training, and experience. I make these appointments solely in the interest of the City of Haverhill. This appointment is effective immediately and expires on May 1, 2020.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



**CITY OF HAVERHILL
POLICE DEPARTMENT**

OFFICE OF THE CHIEF, 40 BAILEY BLVD, HAVERHILL, MASSACHUSETTS 01830

ALAN R. DeNARO
CHIEF OF POLICE

TEL. (978) 373-1212
FAX (978) 373-3981

May 16, 2019

Mayor James Fiorentini
Office of the Mayor – Room 102
Haverhill, MA 01830

Re: Constable Appointments 2019

Dear Mayor Fiorentini:

The following are recommended for reappointment as Constables for the City of Haverhill:

1. Ronald Bertheim
2. Steven Ring
3. David Hall
4. Christian Sewell
5. Gerald Sewell

I am recommending for following for appointment as Constables for the City of Haverhill:

1. Jose Garcia (contingent upon payment of annual fee to the city)
2. Scott Wood (contingent upon payment of annual fee to the city)

Should you require any additional information feel free to contact me.

Sincerely,

Alan R. DeNaro
Chief of Police

May 13, 2019

Mayor James J. Fiorentini
4 Summer Street,
Haverhill, MA
01830

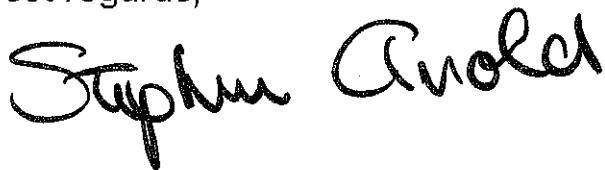
10.3.1

It is with regret that I am writing to inform you of my decision to resign my position on the Haverhill Cultural Committee, effective immediately.

My other commitments have become too great for me to be able to fulfill the requirements of my position on the council, and I feel it is best for me to make room for someone with the time and energy to devote to the job.

It has been a pleasure being a part of the Cultural Council, I am so proud of all we have accomplished in the past two years, and I have no doubt the council will continue these successes in the future.

Best regards,



Stephen Arnold
7 6th Avenue,
Haverhill, MA 01830
617-901-5594

cc: Linda L. Koutoulas, Alison Colby-Campbell

LME Hearing
JULY 9 2019
558 River St

FIORELLO & MIGLIORI
ATTORNEYS AT LAW

KAREN L. FIORELLO
kfiorello@fimiilaw.com

FIREHOUSE CONDOMINIUMS
18 ESSEX STREET
HAVERHILL, MASSACHUSETTS 01832
TEL 978/373-3003 FAX 978/373-3066
May 15, 2019

MICHAEL J. MIGLIORI
mmigliori@fimiilaw.com

CNA Stores Inc.
LME-19-2

Hand Delivered

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

11.6

Re: Special Permit: Chapter 255 Article XIX LME-NE
Owner: M & S Realty Trust
Applicant: CNA Stores, Inc.
Location: 558 River Street, Haverhill, MA
Parcel ID: 508-260-9

Dear President Michitson:

Please be advised this office represents CNA Stores, Inc. regarding the property located at 558 River Street and being shown on Haverhill Assessor's Map 508 Block 260 Lot 9.

CNA Stores, Inc. is requesting a Special Permit from the City of Haverhill to operate an Adult Use Marijuana Establishment. The Haverhill Zoning Ordinance Chapter 255 Section 201 requires a Special Permit to operate an Adult Use Marijuana Establishment.

The property is shown in Haverhill Assessor's Map 508 Block 260 Lot 9 and is located in the "LME-NE" Zoning District.

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

The applicable further agrees to waive the statutory requirement for the Haverhill City Council to hold a hearing on the matter within sixty-five (65) days.

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

Sincerely yours,

Michael J. Migliori

MJM/dma

Marijuana Establishment (LME) Special Permit

LME-19-2

Applicant

👤 michael miglioni
☎ 978-373-3003
@ mmiglioni@fimidlaw.com

Location

558 RIVER ST
Haverhill, MA 01832

Business Owner Information

Describe Your Role in This Application

Attorney/Agent for Applicant

Business Owner Address

100 Main Street

Business Owner State

MA

Business Owner Phone

781-589-3192

Business Owner Name

CNA STORES, INC

Business Owner City

Amesbury

Business Owner Zip

01913

Business Owner Email

rob@cnastores.com

Applicant Information

Name of Attorney/Agent Firm

Michael Miglioni

Attorney/Agent City

Haverhill

Attorney/Agent Zip

01832

Attorney/Agent Address

18 Essex Street

Attorney/Agent State

MA

Is the Business Owner a Priority Applicant?

No

Business Information

Name of Establishment

CNA Stores, INC.

Business Structure

Corporation

Company Website Address

www.cnastores.com

Type of Establishment

Retailer

Taxpayer Identification Number (TIN)

83-1233238

Business Phone

781-589-3192

Is the Location Leased or Owner?

Leased

Are You Seeking to Locate in the Waterfront District Area (WDA)?

No

Which Zone are You Applying for?

LME-NE: No Exclusions

If Another Marijuana Business Within 1/2 mile of Your Property is Approved First, What Will You Do?

Attempt to Proceed

Corporate Information (Required for Business Entities)**Legal Business Name**

CNA Stores, Inc.

Doing Business As (DBA) If Any

--

Are You a MA Business Entity?

Yes

Filing Date w/Secretary of State

07/13/2018

Corporate Officers & Director Information**Officer/Director Address**

100 Main St, Amesbury MA 01913

Officer/Director % Ownership

51

Director/Officer Title

CEO

Officer/Director Name

Robert DiFazio

Officer/Director Name

Billie Haggard JR.

Director/Officer Title

COO

Officer/Director Address

100 Main St, Amesbury MA 01913

Officer/Director % Ownership

49

Hours of Operation**Monday**

11am-8pm

Tuesday

11am-8pm

Wednesday

11am-8pm

Thursday

11am-8pm

Friday

11am-8pm

Saturday

11am-8pm

Sunday

12pm-6pm

Liability Agreement

Agree

true

Indemnification Agreement

Agree

true

New Custom Section

FIORELLO & MIGLIORI
ATTORNEYS AT LAW

KAREN L. FIORELLO
kfiorello@fimilaw.com

FIREHOUSE CONDOMINIUMS
18 ESSEX STREET
HAVERHILL, MASSACHUSETTS 01832
TEL 978/373-3003 FAX 978/373-3066

MICHAEL J. MIGLIORI
mmigliori@fimilaw.com

March 29, 2019

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

Re: Special Permit
LME for CNA Stores, Inc.

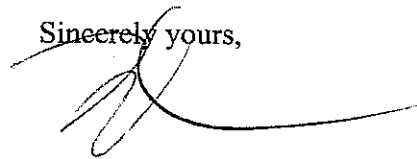
Dear President Michitson and Members of the City Council:

Please be advised that the above-referenced application hereby waives the sixty-five (65) day statutory requirement for the Council to act on the Special Permit LME.

Thank you for your consideration in this matter.

Should you have any questions, please don't hesitate to contact me.

Sincerely yours,

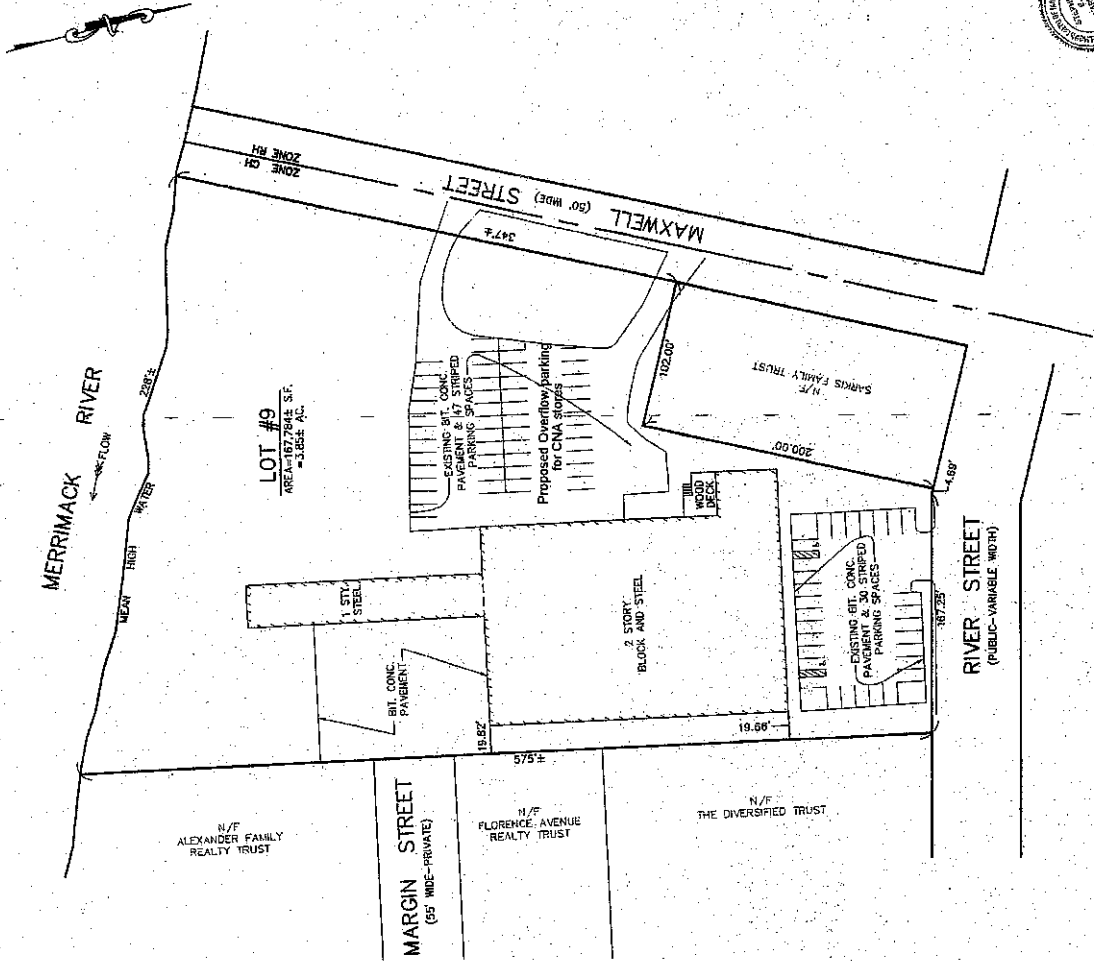


Michael J. Migliori

MJM/dma
c.c.: Haverhill City Clerk

NOTES

1. SEE LAND COURT BOOK #365 PAGE #71052 AND PLAN #18248# E.S.D.R.D. SEE CITY ASSESSORS MAP #508 BLOCK #260 LOT #9 FOR SITE.
2. PAVEMENT LOCATION 4-12-17 BY C.P.S.



PLAN OF LAND IN HAVERHILL, MASSACHUSETTS

SHOWING EXISTING PARKING LOTS
PREPARED FOR

M & S REALTY TRUST

617 SEAWARD STREET
THAMESPORT, MASSACHUSETTS 01876

DATE: APRIL 14, 2017

SCALE: 1"=50'
0' 25' 50' 100' 150'



MERRIMACK ENGINEERING SERVICES
86 PARK STREET
ANDOVER, MASSACHUSETTS 01810



City of Haverhill, Massachusetts
James J. Fiorentini, Mayor

Host Community Agreement

CITY OF HAVERHILL AND CNA STORES INC. THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 12 day of DEC, 2019, by and between CNA STORES INC., a Massachusetts incorporated company, and any successor in interest, with a principal office address of 100 MAIN ST Amesbury MA ("the Company"), and the City of Haverhill, a Massachusetts municipal corporation with a principal address of 4 Summer Street, Haverhill MA 01830 ("the City"), acting by and through its Mayor in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate an Adult Use Retail Marijuana Establishment at 558 River St, Haverhill MA, known as ASSESSOR'S MAP __, PARCEL __, in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the City in accordance with its Zoning Ordinance including a special permit and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the City in the event that it receives the requisite licenses from THE CANNABIS CONTROL COMMISSION ("CCC") or such other state licensing or monitoring authority, as the case may be, to operate Adult Use Retail Establishment and receives all required local permits and approvals from the City including a special permit;

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the Municipality, and in the event the contingencies noted below are met, intends to provide certain benefits to the Municipality over and above typical economic development benefits attributable with similar new manufacturing and retail concerns locating in the Municipality; and

WHEREAS, the Municipality believes that the Company's operation of a Licensed Retail Marijuana Establishment in Haverhill, coupled with its contributions to the Municipality, as set forth herein, would advance the public good;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of Adult Use Retail Establishment (hereinafter "Facility"), such activities to be only done in accordance with the applicable state and local laws and regulations in the City;

WHEREAS, the City and the Company agree that the Company will have a substantial impact on the traffic, neighborhood where they wish to locate and the entire city and

WHEREAS, the city and the Company agree that the city will be required to extend substantial additional resources as a result of the company's presence in the city and

WHEREAS, the company and the city acknowledge the additional costs and burdens imposed on the city as a result of the city being a border community with New Hampshire;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the City agree as follows:

I. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

II. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Adult Use Retail Establishment and receives any and all necessary and required permits and licenses of the City, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the proposed Adult Use Retail Establishment in the City, then the Company agrees to provide the following Annual Payments: provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the City for any fees associated with the negotiation of this Agreement. In the event that the Company fails to remit the agreed payments, and if said payments are not made to the City within 30 days of notice to the Company, the City reserves the right to terminate the Agreement and notify the Cannabis Control Commission.

A. Community Impact Fee

The Company anticipates that the City will incur additional expenses and impacts on the City's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the City. Accordingly, in order to mitigate the financial impact on the City and use of City resources, the Company agrees to pay an Annual Community Impact Fee to the City, in the amount and under the terms provided herein that is reasonably related to the costs imposed upon the City by the operation of the Company's Marijuana Establishment.

1. The Company shall make annual host community payments of **three percent (3%) of the gross sales of the Marijuana Establishment to the Municipality** (the "Annual Payment") for a period of five (5) years. The initial Annual Payment shall be due twelve (12) months after the issuance of a Final Certificate of Registration or its equivalent (the "Initial Payment"), and each subsequent Annual Payment shall be due on the anniversary date of the Initial Payment.

2. The Annual Community Impact Fee shall be paid quarterly per the City's fiscal year (July 1- June 30). The Annual Community Impact Fee for the first quarter of operation shall be prorated.
3. The City shall use the above referenced payments in its sole discretion but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the City.
4. The Company agrees to provide an **additional annual payment of:** The sum of Twenty Five Thousand Dollars (\$25,000) to be made to a charity chosen by city.
5. Payments: The Company shall make the payments set forth above in this Section of this Agreement made payable to the Municipality. The parties understand and acknowledge that the Municipality is under no obligation to use the payments described in this Section in any particular manner, provided, however, that the payments are reasonably related to the costs imposed upon the Municipality by the operation of the Marijuana Establishment.
6. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Company shall be required to pay the City a late payment penalty equal to five percent (5%) per month of such required payments.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the City's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and reasonable fees generally applicable to other commercial developments in the City.
2. Traffic and Parking Study Peer Review: The Company agrees that they will conduct and submit traffic and parking study or studies regarding the proposed location. The studies will include an analysis of traffic generation, circulation, and off street parking demand to determine sufficient parking and optimum configuration for site ingress and egress. The studies will include an analysis of any temporary effects of opening in that particular location and shall include a contingency mitigation plan in the event that the temporary effects causes traffic or parking problems in that location. Those contingency plans may include such items as appointment only sale periods, leasing spaces in areas not directly adjacent to the location and providing shuttle service, hiring of detail officers or flag personnel, or other mitigation plans as may be approved by the city. The City may require a peer review of any such traffic and parking study or studies, and the Company agrees to pay for reasonable consulting fees to provide peer review of the traffic and/or parking studies. The company shall submit detailed plans to mitigate any traffic or parking problems that are foreseen either in the study done by the applicant or in the peer review, including temporary problems. Approval of the traffic and parking plans and the mitigation plans by the Mayor and Police Chief shall be required prior to

issuance of an occupancy permit or any other permits required by the city to the extent that this is allowed by law.

C. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit annual sales report to the City within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the City, the Company shall provide the City with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility.

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the City to have its financial records examined and audited by an Independent Financial Auditor, the expense of which shall be borne by the City. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the City and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

1. Other Payments: Company anticipates that it will make annual purchases of water, sewer and other services from City agencies. Company will pay any and all fees associated with the local permitting and operation of the Marijuana Establishment.
2. Review: The Municipality and the Company will review the Annual Payment every twelve (12) months to ensure that the Annual Payment is reasonably related to the costs imposed upon the Municipality by the operation of the Marijuana Establishment.
3. Local Taxes: At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. The company shall also comply at all times with the collection and payment of the local option excise on the retail sales of marijuana for adult use as provided for by local and state law.



III. Community Support and Additional Obligations

- A. The Company agrees to provide no less than 100 man hours annually to participate in community service activities including but not limited to; City-sponsored educational programs on public health and drug abuse prevention, senior assistance, community cleanup, veteran's assistance.
- B. Local Vendors - to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Marijuana Establishment. Company shall use good faith efforts to utilize vendors and/or contractors based in the City.
- C. Employment/Salaries - except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts to hire employees that are City residents.
- D. To the extent that this practice is allowed by Federal and State law, and except for senior management, the company agrees to pay the prevailing wage in the construction or remodeling of their facilities and in the operation of the facility.
- E. Company shall provide the Municipality with annual reports indicating the percentages of vendors and employees in accordance with paragraphs (B) and (C) above.
- F. The Company shall, at least annually, provide the Municipality with copies of all reports submitted to the CCC regarding operations at the Marijuana Establishment.
- G. The Company will work with the Municipality's Health Department to ensure that all Company products are tested to the satisfaction of the Municipality.

IV. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

DAV BTD

The Company shall also comply at all times with the collection and payment of the local option excise on the retail sales of marijuana for adult use as provided for by local and state law.

V. Security

To the extent requested by the City's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, traffic and parking concerns, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the proposed Adult Use Retail Establishment, and with regard to any anti-diversion procedures.

To the extent requested by the Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

VI. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed by the City and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

VII. Additional Obligations

The obligations of the Company and the City recited herein are specifically contingent upon the Company obtaining a license for operation of an Adult Use Retail Marijuana Establishment in the City, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate an Adult Use Retail Marijuana Establishment in the City including a special permit.

This agreement does not affect, limit, or control the authority of City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Ordinances of the City, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Ordinances, and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the City, or to refrain from enforcement action against the Company and/or its proposed Facility for violation of the terms of said permits and approvals or said statutes, Ordinances, and regulations.

VIII. Re-Opener/Review

The Company shall be required to provide to the City notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company enters into a Host Community Agreement for an Adult Use Retail Marijuana Establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the City pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the City equivalent to those provided to the other municipality.

IX. Support

The City agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the City's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

X. Term and Termination

This Agreement shall take effect on the day above written and executed, subject to the contingencies noted herein. This agreement shall continue in effect for five (5) years from the date of this Agreement. In the event Company no longer does business in the Municipality or in any way loses or has its license revoked by the State, this Agreement shall become null and void. The Municipality may terminate this Agreement at any time. Company shall not be required to cease operations at the termination of this Agreement.

In the event that the Cannabis Control Commission suspends, cancels or revokes the license of the company, the company shall cease operation.

XI. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer this agreement in whole or in part, without the prior written consent from the City which consent shall not be unreasonably withheld or delayed, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the City and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the City. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the City of Haverhill nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or

entity for which the Company does not maintain a controlling equity interest (iv) any assignment for the benefit of creditors; and/or (v) any other assignment not approved in advance in writing by the City.

XII. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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

To Licensee: 160 Main St, Amesbury MA 01913

XIII. Severability

If any term of condition of this Agreement 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 Agreement shall not be deemed affected thereby unless the City would be substantially or materially prejudiced.

XIV. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

XV. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the City with respect to the matters described herein. This Agreement 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.

XVI. Amendments/Waiver

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

XVII. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

XVIII. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

XIX. Signatures

Electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

XX. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the City as joint ventures or partners.

XXI. Nullity

This Agreement shall be null and void in the event that the Company does not locate an Adult Use Retail Establishment in the City or relocates the Facility out of the City, provided, however, that if the Company decides not to locate an Adult Use Retail Establishment in the City of Haverhill, the Company shall reimburse the City for reasonable fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the City, the Company agrees that an adjustment of Annual Payments due to the City hereunder shall be calculated based upon the period of occupation of the Facility in the City, but in no event shall the City be responsible for the return of any funds provided to it by the Company.

XXII. Indemnification

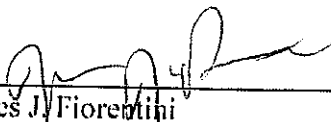
The Company shall indemnify, defend, and hold the City of Haverhill harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the City, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the City's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the City, to reimburse the City for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

XXIII. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Company.

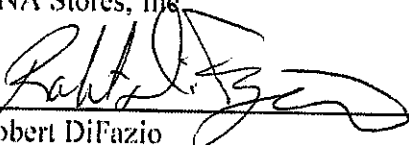
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

City of Haverhill



James J. Fiorentini
Mayor

CNA Stores, Inc



Robert DiFazio
CEO

Corporate Information Required for Business Entities

Responses to questions below must match information on file with the MA Secretary of State's office.

1. Exact legal name: CNA Stores, Inc.
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 7-13-2018 State in which you are formed: MA
4. If not a MA business entity, date on which you were authorized to transact business in the State of MA

5. List the name, addresses and title of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS	TITLE	% OWNERSHIP
Robert DiFazio	6 Baker St, Amesbury MA 01913	CEO	51%
Billie R Haggard	100 Main St, Amesbury MA 01913	CFO	49%

(Stock ownership in non-publicly traded companies must add up to 100%.)



Signature of Duly Authorized Person

3/19/18

Date

Robert DiFazio

VICENTE SEDERBERG

BOSTON | DENVER | JACKSONVILLE | LOS ANGELES

LLC

2 SEAPORT LANE, 11TH FLOOR
BOSTON, MA 02210
TEL: 617.934.2121

March 28, 2019

Haverhill City Council
c/o Barbara S. Arthur
4 Summer Street Room 204
Haverhill, MA 01830

RE: CNA Stores, Inc.'s Eligibility for Receipt of Certificate of Registration for a Retail Marijuana Establishment in the City of Haverhill

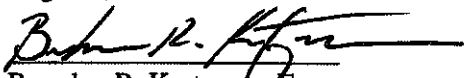
Dear City Council President Michitson:

Please be advised that Vicente Sederberg, LLC (the "**Firm**") represents CNA Stores, Inc. ("**CNA**") in connection with its application submission to the Cannabis Control Commission (the "**Commission**") for a Retail Marijuana Establishment in the City of Haverhill (the "**City**" or "**Haverhill**"). On July 25, 2018, CNA started its Retail Marijuana Establishment license application in the Massachusetts Cannabis Industry Portal (MassCIP) as evidenced by the email from the Commission enclosed as **Exhibit A**. Pending the Commission's review of the application materials, CNA and its owners/operators should be eligible to receive a certificate of registration for a Retail Marijuana Establishment in the City in accordance with the regulations adopted by the Commission.

Please do not hesitate to contact the Firm directly with any questions or if any additional documentation is required by the City Council for CNA to satisfy the §255-205(D) of the City's Zoning Ordinance.

Thank you for your attention to this matter.

Regards,



Brandon R. Kurtzman, Esq.

BRK/tc
Enclosures
Cc: Robert DiFazio

To: ROBERT DIFAZIO
Cc: Timothy Callahan
Subject: RE: Notification from the Cannabis Control Commission: License Application Started

From: donotreply@mass.gov <donotreply@mass.gov>

Sent: Wednesday, July 25, 2018 4:04 PM

To: ROBERT DIFAZIO <rob@cnastores.com>

Subject: Notification from the Cannabis Control Commission: License Application Started

7-25-2018

Application Number: MRN281744

Dear robert difazio:

Your application for a Marijuana Retailer license was started in the Massachusetts Cannabis Industry Portal (MassCIP). As each step in the license process is completed, you may receive a confirmation email.

Sincerely,
The Cannabis Control Commission

PA # 300 cash
5/3/19 (S)

Haverhill

City Clerk's Office, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

Date 6-3-19

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

☒ Hawker or Peddler

☐ Employee of a Hawker or Peddler

NAME: THOMAS CLARK

SIGNATURE: Thomas (unclear)

ALL MERCHANDISE TO BE SOLD: Sandwiches, Hot Dogs, Cheeseburgers, Water Soda Chips

MONTH(S): 12 months DAY(S)/TIME(S): 10:00 AM - 7:00 PM

LOCATION (CHECK ONE):

☐ New - Fixed Location
☒ Renewal - Fixed Location
☐ Seasonal - Fixed Location

☐ New – Mobile Cart
☐ Renewal – Mobile Cart

IF FIXED LOCATION, SELECT ONE BOX:

☐ Bradford Common
☐ GAR Park
☒ Other: Columbus Park
☐ Outside Haverhill Stadium @
Lincoln/Nettleton Ave

- ☐ Riverside Park
- ☐ Swasey Park
- ☐ Washington Square
- ☐ Winickenni Area, Route 110

Fee: \$ 300.00

Bond on File

Department Use ONLY

Police Chief

Date _____

Health Inspector

Date _____

Wire Inspector

Date _____

Rec Director (Stadium Only)

Date _____

In Municipal Council, _____

Attest: _____, City Clerk

Please Complete the Back side of this form.



PA \$300 cash
5/3/19 (82)

^{for orig sig.}
Haverhill

City Clerk's Office, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

Date 5-3-19

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

☒ Hawker or Peddler ☐ Employee of a Hawker or Peddler

NAME: THOMAS CLARK

SIGNATURE: Thomas Clark

ALL MERCHANDISE TO BE SOLD: Sandwiches, Hot Dogs, Cheeseburgers, water Soda chips

MONTH(S): 12 months

DAY(S)/TIME(S): 10:00 AM - 7:00 PM

7 Day a week

LOCATION (CHECK ONE):

☐ New - Fixed Location
☒ Renewal - Fixed Location
☐ Seasonal - Fixed Location

☐ New - Mobile Cart
☐ Renewal - Mobile Cart

IF FIXED LOCATION, SELECT ONE BOX:

☐ Bradford Common
☐ GAR Park
☒ Other: Columbus Park
☐ Outside Haverhill Stadium @
Lincoln/Nettleton Ave

☐ Riverside Park
☐ Swasey Park
☐ Washington Square
☐ Winnekenni Area, Route 110

Fee: \$ 300.00

☒ Bond on File

Department Use ONLY

Dep. Chief
Police Chief

5/10/19
Date

Health Inspector

Date

Wire Inspector

Date

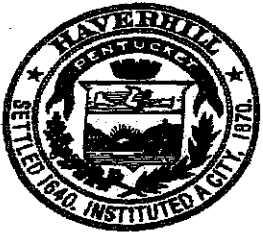
Rec Director (Stadium Only)

Date

In Municipal Council, _____

Attest: _____, City Clerk

Please Complete the Back side of this form.



24 \$300 credit card 11.5.19

Haverhill

City Clerk's Office, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

Date 4/3/19

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

- ☒ Hawker or Peddler ☐ Employee of a Hawker or Peddler

NAME: Wade C. Dempsey SIGNATURE: Wade C. Dempsey
ALL MERCHANDISE TO BE SOLD: Food CDBA- Double D's Hotdogs

MONTH(S): April - October DAY(S)/TIME(S): M - SUN 11am - 5pm

LOCATION (CHECK ONE):

- ☐ New - Fixed Location ☒ New - Mobile Cart
☐ Renewal - Fixed Location ☐ Renewal - Mobile Cart
☐ Seasonal - Fixed Location

IF FIXED LOCATION, SELECT ONE BOX:

- ☒ Bradford Common ☐ Riverside Park
☐ GAR Park ☐ Swasey Park
☐ Other: ☐ Washington Square
☐ Outside Haverhill Stadium @ ☐ Winnekenni Area, Route 110
Lincoln/Nettleton Ave

Fee: \$ 300.00
☒ Bond on File

Department Use ONLY

Police Chief [Signature]

Date 4/10/19

Health Inspector [Signature]

Date 5/17/19

Wire Inspector _____

Date _____

Rec Director (Stadium Only) [Signature]

Date _____

Municipal Council, _____

Attest: _____, City Clerk

Please Complete the Back side of this form.

City of Haverhill

11.5.8.1

License

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a Pool Table License

Place of business being:

Name of Business:

The TAP

Address:

100 Washington

Applicant:

Sharon Cohen

Applicant phone number:

617-620-1778

Business Certificate # and expiration date:

Haverhill,

MAY 09 2019, 20

Office use only

New ☒ Renew (circle one)

Fee:

90.00

\$60.00 1st

each additional \$30.00

In Municipal Council,

20

Attest:

City Clerk

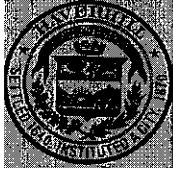
Approve ☒

Denied ☐

Police Chief

(If needed, other Dept. Signoff)

Please complete back side of this application



DOCUMENT

12.1

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of **\$148,595** be appropriated from School Stabilization and transferred to Capital Project : *School Technology*

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

May 17, 2019

City Council President John A. Michitson and Members of the Haverhill City Council

RE: Order to transfer \$148,595.00 from School Stabilization Account to Capital Project School Technology Account

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

Please find attached an order to transfer \$148,595.00 from School Stabilization Account to Capital Project School Technology Account which will be used to pay for Chromebooks. I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

CITY COUNCIL

JOHN A. MICHITSON

PRESIDENT

THOMAS J. SULLIVAN

VICE PRESIDENT

JOSEPH J. BEVILACQUA

MELINDA E. BARRETT

COLIN F. LePAGE

TIMOTHY J. JORDAN

WILLIAM J. MACEK

MARY ELLEN DALY O'BRIEN

MICHAEL S. MCGONAGLE



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

1611
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.haverhillma.gov
citycncl@cityofhaverhill.com

May 17, 2019

TO: Mr. President and Members of the City Council:

Councillor Melinda Barrett requests to refer the issue of speeding on Old Boston Road to the Traffic & Safety Committee.


City Councillor Melinda Barrett



DOCUMENT 29-Q

CITY OF HAVERHILL

In Municipal Council May 7 2019

171

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 240

An Ordinance Relating to Parking (13 Hancock Street-ESTABLISH Handicapped Parking)

BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-1302 Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended by ESTABLISHING the following:

LOCATION	REGULATION	HOURS/DAYS
13 Hancock Street	No Parking	24 Hours
In front of No. 13 Hancock Street Except for One 24 hour handicap parking space at #13 Hancock Street		

APPROVED as to legality:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk



Haverhill

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

May 2, 2019

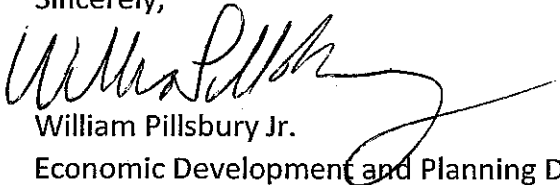
Mr. John A. Michitson, Council President
City Council Members
City Hall – Room #204
City of Haverhill

Re: ADD HANDICAP PARKING – 13 Hancock Street

Dear Council President & Councilors:

It was noted, after a review of the ordinances, that the handicap space at 13 Hancock Street was inadvertently deleted (document 29-D). I am submitting a Municipal Ordinance that will add a handicap parking space in front of 13 Hancock Street.

Sincerely,



William Pillsbury Jr.
Economic Development and Planning Director

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
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DOCUMENTS REFERRED TO COMMITTEE STUDY

38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16 9/6/16, 11/31/16, 1/17/17, 5/11/17, 10/24/17 3/6/19
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16 1/31/17
26E	City of Haverhill – Mayor’s Recommendations, Capital Improvement Program – 2016-2020	A & F	5/31/16 11/3/16, 5/11/2017, 7/25/17, 2/15/18 3/6/19
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizen Outreach	1/3/17 1/31/17, 8/15/17
10-U	Communication from President Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizen Outreach	1/31/17 8/15/17, 4/23/18
58-G	Communication from President Michitson requesting to present an update on the meeting with group homes stakeholders to address severe problems in Haverhill	Public Safety	5/2/17
7-M	Communication from Councillor Daly O’Brien re: street parking change after storms by providing alternate street parking the night after storm to improve plowing & clearing in inner city streets	Citizen Outreach	1/16/18
38-D	Communication from Councillors Sullivan and Barrett requesting an update on City’s emergency management plan and status of working generators in all public building in City	Public Safety	3/20/18 1/23/19
82	Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking – Fees, Rate and Terms	A & F	7/10/18
8-B	Ordinance re: Vehicles & Traffic – Amend Ch. 240-108, Article XVI, Central Business District Parking – Chart	A & F	7/10/18
93-L	Communication from President Michitson requesting to introduce Dave Labrode to discuss street tree plantings	NRPP	8/7/18 2/28/19
2-C	Ordinance re: Vehicles & Traffic; Central Business District Parking Fees Rates and Terms	A & F	8/21/18
93-W	Communication from Councillor Sullivan and Bevilacqua request to discuss possibility of entering into an agreement with Lorraine Post 29 VFW to rehab and lease Clement Farm House located at 1314 Main St., Haverhill	NRPP	9/11/18 2/28/19
107-N	Communication from Councillor Macek requesting to discuss Micro-paving	Public Safety	9/25/18
121-H	Communication from Councillor Bevilacqua requesting to introduce discussion re: Haverhill Youth Soccer with David Lefcourt, Pres. & Edward Felker, Chair Field Committee	NRPP	12/4/18 2/28/19

DOCUMENTS REFERRED TO COMMITTEE STUDY (cont.)

20-B	Communication from Mayor Fiorentini submitting the Haverhill Public Library Parking Study Draft Technical Report	P & D	3/12/19
38-G	Communication from President Michitson requesting to provide update on broadband needs & competition to lower TV costs for resident and stimulate economic development	P & D	3/12/19
38-I	Communication from Councillor Macek to refer City's Ch. 255 – Zoning, Article XVIII, Solar Energy Systems, Sec. 255-185 thru 255-194 to Administration & Finance Committee	A & F	3/12/19
13-Y	Communication from Councillor LePage to discuss accounting of revenue funds received from Licensed Marijuana establishments & their allocation to mitigate costs and impacts to city	A& F	3/12/19
38-J	Communication from Councillor Macek requesting a discussion about reserve parking spaces at City Hall designated for Registry of Motor Vehicles	NRPP	3/19/19
38-K	Communication from Councillor Macek requesting to discuss solar panels on proposed commercial buildings	A&F	3/19/19
38S	Communication from Councillor Bevilacqua regarding construction vehicle parking in Washington St. Historic District lots and on-street parking	P & D	4/2/19
38T	Communication from Councillor Macek requesting to send Planning & Development Committee request to have meeting with City Engineer & MASS DOT personnel to review plans for reconstruction of Main St. from City Hall through Monument Sq.	P & D	4/2/19
38X	Communication from Councillor Bevilacqua requesting a discussion regarding the Veterans Clinic parking on Merrimack St.	P & D	4/9/19
59	Communication from Councillor Macek to discuss intersection of Lake St. and W. Lowell Ave.	P & D	4/23/19
59B	Communication from Councillor Bevilacqua to discuss moveable basketball hoops	Public Safety	4/23/19
59C	Suspension -- Councillor Bevilacqua request for stop sign at Saltonstall Sq. turning right onto Mill St	“	4/23/19
59-H	Communication from Councillor Bevilacqua re: discussion to introduce an established company to discuss Haverhill's interest in exploring a municipal fiber to the home network	P & D	4/30/19