



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

Tuesday, February 11, 2025 at 7:00 PM

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

In-Person/Remote Meeting

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

- 1. OPENING PRAYER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES OF PRIOR MEETING**
- 4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**
- 5. COMMUNICATIONS FROM THE MAYOR:**

5.1 Mayor Barrett submits the following gift Order:

5.1.1. Order - Authorizing Mayor to accept a \$100.00 gift for the St. Patrick's Day Party at the Citizen Center from Councillor Michael McGonagle to the Council on Aging Department

5.2. Mayor Barrett submits the *Order of Taking and Settlement Agreement* for Crystal st and request for *Transfer of Water Funds* related communication from Robert E Ward. DPW Director

Order – Authorize Mayor to acquire, take by eminent domain or otherwise, land off of Crystal st in Haverhill, Known as “Lot 2 A” as shown on said plan and also authorize Mayor to grant an access easement as shown on “10’ Wide Trail Easement” on the Plan to James E Young Jr. and Victoria Angers



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Order of Taking – Authorize Mayor to take on behalf of the City for water supply purposes, take ownership of land with the buildings thereon, if any, located off Crystal st known as “Lot 2A” as shown on plan entitled “Approval Not Required Plan (ANR)” (the “Plan”)

Settlement Agreement – Between James E Young, Jr and Victoria Angers

Order – Transfer \$260,000.00 from the listed accounts in the Water Fund to a new capital fund

<u>Transfer From</u>	<u>Amount</u>
Water 20” & 36” Transmission Main	\$248,481.03
Water Capital Outlay	11,518.17

- 5.3 Mayor Barrett submits the Memorandum of Agreement for the *Water/Wastewater Office & Technical Group (Teamsters)*

5.3.1 Memorandum of Agreement between the City of Haverhill and the *Water/Wastewater Office & Technical Group – Teamsters Local #170*
File 10 days

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

7. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28

8. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:

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

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

10. HEARINGS AND RELATED ORDERS:



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11. APPOINTMENTS:

11.1. **Confirming Appointments**

11.1.1. *Haverhill Housing Authority* - Sheila Cuevas, 53 South Webster st, to expire December 31, 2029, To Be Confirmed

11.1.2. *Community Affairs Advisory Board- reappointments:* to expire December 31, 2025:

Sharon Sullivan - Chairman, 20 Westminster av

Anne Vlack, Member, 60 Hancock st

William Lapierre, Member, 1 Hanscom av

Marlene Grant, Member, 615-617 River st

Nomsa Ncube, Member, 67 Washington st To Be Confirmed

11.1.3 *Board of Registrars of Voters-re-appointment:*

Marc Harvey, 8 Byron st expires February 1, 2028

To Be Confirmed

11.1.4 *Planning Board-re-appointment correction*, to expire August 31, 2027

Nate Robertson, 174 Mill st

To Be Confirmed

11.2. **Non-Confirming Appointments**

11.3. **Constables**

11.4. **Resignations:**

12. PETITIONS:

12.1.1. CCSP 25-1; Attorney Magliocchetti, representing Astro Enterprise, LLC requests hearing to build a 4-unit condominium building at 0 Nichols st in the RU zone (residential urban density) Hearing March 25th

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

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

12.4. **Auctioneer License:**



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

12.5.1. **TAGD 25-3:** Deb Schultz for the *Pan Mass Challenge*,
May 2 & 3

12.6. **One Day Liquor License** – *with License Commission & HPD approval*

12.7. **ANNUAL LICENSE RENEWALS:**

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

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

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

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

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

12.7.6. **Junk Dealer /Collector License** *with Police approval*

12.7.7. **Pool/Billiard**

12.7.8. **Bowling**

12.7.9. **Sunday Bowling**

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

12.7.11. **Buy & Sell Second Hand Clothing**

12.7.12. **Pawnbroker license** - *with police approval*

12.7.13. **Fortune Teller** *with - Police approval*

12.7.14. **Buy & Sell Old Gold** – *with Police approval*

12.7.15. **Roller Skating Rink**

12.7.16. **Sunday Skating**

12.7.17. **Exterior Vending Machines/Redbox Automated
Retail, LLC**

12.7.18. **Limousine/Livery License/Chair Cars** *with Police approval*

13.MOTIONS AND ORDERS:

14.ORDINANCES (FILE 10 DAYS)



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15. COMMUNICATIONS FROM COUNCILLORS:

- 15.1. Communication from Councillor Ferreira requesting to speak about the Overnight Warming Center at the UU Church of Haverhill and provide an update regarding the ongoing efforts to offer a safe, warm space on extremely cold evenings

16. UNFINISHED BUSINESS OF PRECEEDING MEETING:

- 16.1. Document 19; Loan Order-to appropriate \$300,000.00 for the purpose of conducting a schematic design for roof replacement to the Silver Hill Elementary School at 675 Washington st *filed 1/30/2025*
- 16.2. Document 19-B; Loan Order-to appropriate \$1,200,000.00 for the purpose of conducting a feasibility study related to the repair, replacement or addition to the John G Whittier Middle School located at 256 Concord st *filed 1/30/2025*
- 16.3. Document 22; Ordinance re: Amend Chapter 240 Section 98; Heavy Commercial Vehicles Exclusion; Forest st, Broadway to West Lowell av, all vehicles over 2 ½ tons *filed 1/30/2025*

17. RESOLUTIONS AND PROCLAMATIONS:

- 17.1. PROCLAMATION – February 2025 as *Black History Month* in the City of Haverhill

18. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

- 18.1. Councillor Lepage requests to announce the next *Administration and Finance Committee Meeting* to be held on February 18, 2025, at 6:00 PM



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19.DOCUMENTS REFERRED TO COMMITTEE STUDY

20.LONG TERM MATTERS STUDY LIST

21.ADJOURN:



MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

511
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@HAVERHILLMA.GOV
WWW.CITYOFHAVERHILL.COM

February 6, 2025

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

From: Mayor Melinda E. Barrett

RE: Order Authorizing Mayor to Accept \$100.00 Gift from Councilor Michael McGonagle for St. Patrick's Day party to Council on Aging Department.

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

Please see attached an order authorizing Mayor Barrett to accept a gift of \$100.00 dollars for the St. Patrick's Day party at the Citizen's Center from Councilor Michael McGonagle to Council on Aging Department.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



Document

CITY OF HAVERHILL

In Municipal Council

5111

RECEIVED
CITY OF HAVERHILL
FEB 25 2025

Ordered:

GIFT ACCEPTANCE

At a regularly convened meeting of the City Council of the City of Haverhill, held on the 11th day of February 2025, it was voted as follows:

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to accept a gift of one hundred dollars (\$100.00) for the St. Patrick's Day party at the Citizens Center. Consistent with the purpose of the donation, as stated in the letter from Councilor Michael McGonagle addressed to the City of Haverhill dated February 2025, the Gift shall be used by the Council on Aging Department.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor

Michael McGonagle
39 Newton Avenue
Haverhill, MA 01830

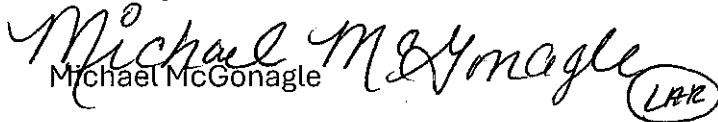
February 5, 2025

Mary Connolly, RN
Public Health Director
Council on Aging Director
10 Welcome Street
Haverhill, MA 01830

Dear Mary,

I am pleased to present a donation of \$100.00 to help support the Council on Aging. This donation is to be used for the St. Patrick's Day party in the capacity that you need.

Sincerely,


Michael McGonagle

Cc: Mayor Barrett



MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

512

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

February 6, 2025

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

From: Mayor Melinda E. Barrett

RE: Order of Taking and Settlement Agreement for Crystal Street and Request for Transfer of Water Funds

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

Please see attached proposed order authorizing the Mayor to acquire including taking by eminent domain 16.59 acres of land on Crystal Street in Haverhill for water supply purposes from James E. Young Jr. and Victoria Angers in the amount of two hundred and sixty dollars (\$260,000.00). Also attached is a proposed order for the sum of two hundred and sixty dollars (\$260,000.00) to be transferred from the listed accounts in the Water Fund to a new capital fund. These funds will be used to pay for the land acquisition for Crystal Street.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

HAVERHILL CITY CLERK FEB 8/25 1531

MEB/em



Related Communication
Haverhill

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

Date: February 5, 2025

To: The Honorable Melinda E. Barrett
Mayor of Haverhill

From: Robert E. Ward *REW*
DPW Director

Subject: Order of Taking and Settlement Agreement for Crystal Street

Attached is a City Council Order authorizing the Mayor to acquire, including taking by eminent domain, 16.59 acres of land on Crystal Street in Haverhill for water supply purposes from James E. Young, Jr. and Victoria Angers for the amount of \$260,000. The sellers have agreed to the City taking the property by eminent domain as part of a proposed settlement of a dispute with the City concerning a previous eminent domain taking on Brandy Brow Road. The Order also authorizes the Mayor to execute the attached Settlement Agreement, Taking Agreement, and Access Easement Agreement to settle the dispute. Each of these agreements has been signed by the sellers.

Also attached is a proposed City Council Order to transfer water funds in the amount of \$260,000 to pay for this land acquisition.

The property is Lot 2A, shown on the attached plan entitled Approval Not Required Plan (ANR), prepared by Civil Design Consultants, Inc., dated November 26, 2024. The property extends from Crystal Street, where it has 214 feet of frontage, and extends southeasterly to Crystal Lake where it has 1,320 feet of shoreline frontage.

The Settlement Agreement resolves a legal dispute concerning a previous eminent domain taking of property on Brandy Brow. It confirms the City's acquisition of Lot 2A through eminent domain and stipulates that the City will pay the sellers \$260,000 within thirty days of recording the Order of Taking. Additionally, it grants the sellers a ten-foot-wide pedestrian access easement over the acquired property and provides that the ongoing litigation will be dismissed once all agreement terms are satisfied.

The Access Easement Agreement sets forth the rights and responsibilities of both parties regarding the granted easement. It specifies that the easement is for pedestrian access only, prohibiting motor vehicles, and requires the grantees to maintain the easement area. It also reserves the City's rights over the easement area and provides that any modifications must be agreed to in writing.

The Taking Agreement formalizes the sellers' agreement not to contest the eminent domain taking. It confirms that the City will pay \$260,000 for the taking and conditions the validity of

the agreement on the approval of the City Council. The agreement includes standard warranties and liability provisions and requires the City to record the Order of Taking before issuing payment.

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

Attachments

- City Council Order – For City Council Adoption
- Plan entitled Approval Not Required Plan (ANR) prepared by Civil Design Consultants, Inc. dated November 26, 2024
- Order of Taking - For Mayor Execution
- Settlement Agreement – For Mayor Execution
- Access Easement Agreement – For Mayor Execution
- Taking Agreement – For Mayor Execution
- City Council Order to Transfer Funds – For City Council Approval

Cc: Christine Lindberg, Chief of Staff, clindberg@haverhillma.gov
Lisa L. Mead, Mead, Talerman & Costa, LLC, lisa@mtclawyers.com
Joseph Ruotolo, Jr, Mead, Talerman & Costa, LLC, joe@mtclawyers.com
Mathew Connolly, Nutter, McClennen & Fish, LLP, mconolly@nutter.com
Angel Perkins, City Auditor & Chief Financial Officer, aperkins@haverhillma.gov



Document

**CITY OF
HAVERHILL**

In Municipal Council

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

HAVERHILL CITY COUNCIL

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

That the City Council of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City votes to authorize the Mayor to acquire, purchase, take by eminent domain or otherwise the land off of Crystal Street in Haverhill, Massachusetts, known as "Lot 2A" shown on the plan entitled "Approval Not Required Plan (ANR)" (the "Plan") prepared by Civil Design Consultants Inc. dated November 26, 2024 appended hereto, for water supply purposes, from James E. Young, Jr. and Victoria Angers, for the amount of \$260,000.00;

And further to authorize the Mayor to grant an access easement shown as the "10' Wide Trail Easement" on the Plan to James E. Young, Jr. and Victoria Angers;

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

YEAS: _____

NAYS: _____

ABSENT: _____

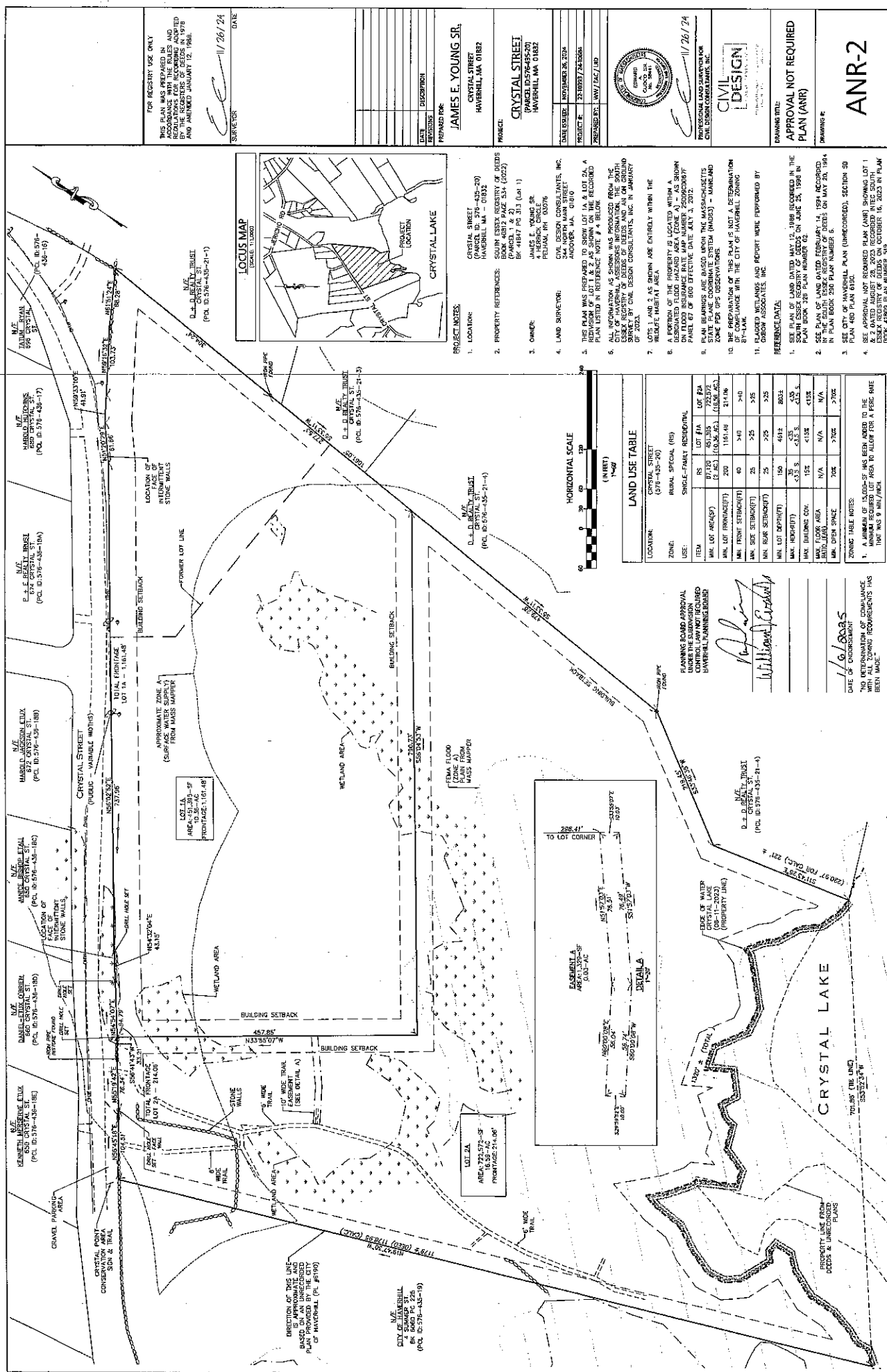
PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Kaitlin M. Wright, City Clerk

Melinda E. Barrett, Mayor





Document

**CITY OF
HAVERHILL**

In Municipal Council

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

ORDER OF TAKING

The Mayor of the of the City of Haverhill, duly elected, qualified, and acting as such, on behalf of the City and by virtue of and in accordance with the authority provisions of Massachusetts General Laws Chapter 79 and 4, Section 14, and every other power and authority which is hereunto in any way enabling, does hereby take, on behalf of the City of Haverhill and under the care, custody and control of the Mayor of the City of Haverhill, for water supply purposes, the fee ownership in the land with the buildings thereon, if any, a certain parcel located off of Crystal Street in the City of Haverhill, Massachusetts 01830 known as "Lot 2A" shown on the plan entitled "Approval Not Required Plan (ANR)" (the "Plan") prepared by Civil Design Consultants Inc. dated November 26, 2024 and recorded herewith.

All of said land identified above is owned or supposed to be owned by James E. Young, Jr., and Victoria Angers by a deed from James E. Young, Sr. recorded in the Essex South Registry of Deeds in Book 41494, Page 70.

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

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

Except as noted herein, this taking includes any and all interest in the lands described above, as the City Council voted to award damages sustained by the owner of said property, to James E. Young, Jr., and Victoria Angers in accordance with the provisions of G. L. c. 79, Section 6, as

amended in the amount of \$260,000.00, the current record owner of the property that is the subject of this taking.

End of Text

Signature Page Follows

Approved as to form.

Grantor: City of Haverhill

City Solicitor

By: _____

Name: Melinda E. Barrett, Mayor
City of Haverhill

Essex, ss

COMMONWEALTH OF MASSACHUSETTS

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

Notary Public:

My Commission Expires:

TAKING AGREEMENT

This Taking Agreement (this "Agreement") is made as of the ____ day of _____ 2025, by and between James E. Young, Jr. and Victoria Angers with a mailing address of 44 Herrick Circle Pelham, NH 03076 (together, the "Seller") and the City of Haverhill, a municipal corporation, with a mailing address of 4 Summer Street Haverhill, Massachusetts 01830 ("Buyer")

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Agreement to Transfer Title; Premises. On the terms and conditions set forth herein, Buyer agrees to take title by means of eminent domain and Seller agrees not to challenge the eminent domain proceeding with respect to the following items of Real Property:
 - (a) A portion of land located off Crystal Street in Haverhill, Massachusetts, being a portion of parcel 576-435-20 on the City of Haverhill Assessor's Map, said portion being Lot 2A on the plan attached hereto as Exhibit A the ("Premises"). An Approval Not Required Plan ("ANR Plan") of the land that is the subject of this Agreement has been obtained by the Buyer, and is attached hereto as Exhibit A.
2. Title; Deed. The Premises are to be conveyed by virtue of an Order of Taking by Eminent Domain running to Buyer.
3. Eminent Domain Award Amount. The amount to be awarded to the Seller for the taking of Premises (the "Award Amount") is Two Hundred Sixty Thousand and 00/100 DOLLARS (\$260,000.00).
4. Closing Date. Within 30 days of The Order of Taking being approved by the City of Haverhill, the Order of Taking shall be recorded by Buyer and the Award Amount shall be sent overnight mail to the office of Sellers' counsel and made payable to Law Offices of Peter E. Flynn, PC as counsel for James E. Young, Jr. and Victoria Angers.
5. Condition of Premises; As Is. Full possession of the Premises, free of all tenants and occupants is to be delivered on the Closing Date, the Premises to be then (a) substantially in the same condition as they were at the time of execution of this Agreement, with all personal property removed, and (b) in compliance with the provisions of any instrument referred to in Section 2 hereof. Buyer shall be entitled to inspect the Premises at a mutually agreeable time within three (3) business days prior to the Closing Date in order to determine whether the condition thereof complies with the terms of this Section 5. Buyer acknowledges and understands that the Premises will be conveyed "AS IS," "WHERE IS" and with all faults. Seller has not made, and Buyer has not relied on, any representation or warranty with respect to the Premises except as expressly set forth in this Agreement.

6. Extension to Perfect Title or Make Premises Conform; Election to Accept Title.
INTENTIONALLY OMITTED.

7. Due Diligence. INTENTIONALLY OMITTED.

8. Title Review. At the time of Closing, Seller shall have good and clear record and marketable title to the Premises, insurable by a nationally recognized title insurance company.

9. Seller's Representations and Warranties. As an inducement to Buyer to enter into this Agreement and recognizing that all such warranties and representations are material, Seller represents, warrants, and agrees that:

(a) To the best of Seller's actual knowledge, there are no unrecorded leases, subleases, licenses or other rental or occupancy agreements (written or oral) in force or effect which grant any possessory interest in or to the Real Property.

(b) There is no litigation, arbitration, or other legal proceedings pending or administrative proceedings pending, or, to the best of Seller's actual knowledge, threatened in writing, against Seller, which will have a material adverse effect on the Premises. Seller is not in default in any respect of any order, decree or rule of any court or governmental authority which will materially and adversely affect the transaction contemplated hereby.

(c) Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law relating to bankruptcy or insolvency, nor to the best of Seller's actual knowledge, has any such petition been filed against Seller. Seller is not insolvent, and the consummation of the transactions contemplated by this Agreement shall not render Seller insolvent.

(d) To the best of Seller's actual knowledge, Seller has not received any written notice of any special taxes or assessments for roadway, sewer or water improvements or other public improvements pending or threatened in writing with respect to the Real Property.

(e) Seller is not a "foreign person," as defined under Internal Revenue Code Section 1445.

(f) The Seller has no knowledge of any buried oil tanks or hazardous material as defined under Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec 6901 et seq. that has been released, disposed of or otherwise deposited on the Premises.

10. Additional Covenants of Seller. Seller covenants and agrees that from and after the date hereof until the Closing, Seller shall:

- (a) not accept an offer to purchase or any other agreement to dispose of the Premises, or any portion thereof, and not list for sale or offer for sale or disposition, or permit any broker or other person to offer for sale or disposition the Premises, or any portion thereof;
- (b) not lease, license, or enter into any other occupancy agreement with respect to the Premises or any portion thereof, and not grant any easement, covenant, restriction or other interest in the Real Property or any portion thereof;
- (c) inform Buyer of any written notice of a taking or other action of any governmental agency or authority or any other party affecting the Premises;
- (d) maintain property insurance with respect to the Real Property in the same amount as is maintained on the date hereof and provide evidence of such insurance to Buyer upon request;
- (e) maintain the Real Property in the same condition as it is on the date hereof, reasonable wear and tear and damage by casualty excepted;
- (f) perform all material obligations with respect to the Real Property under all easements, covenants, restrictions, and contracts of record;
- (g) promptly give notice to Buyer of actual litigation commenced against Seller and relating to the Premises (including, without limitation, the sale thereof to Buyer), or any portion thereof, between the date of this Agreement and the Closing, whether or not covered by insurance; and
- (h) not, without the prior written consent of Buyer, apply for, consent to, or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Premises or any portion thereof.

11. Adjustments. INTENTIONALLY OMITTED.

12. Closing Deliveries. On the Closing Date, Seller shall deliver or cause to be delivered to or at the direction of Buyer, the following documents, duly and validly executed, attested, notarized, and acknowledged, as appropriate:

- (a) Application for Eminent Domain Damages Payment; and
- (b) Owner Release and waiver of damages by Seller.

13. Brokers. Seller and Buyer each warrant and represent that it has not dealt with any real estate broker or agent in connection with the transactions contemplated hereby. Each party shall

indemnify and hold harmless the other from any cost, expense, or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this transaction.

14. Default.

(a) Buyer's Default; Damages. INTENTIONALLY OMITTED.

(b) Seller's Default, Buyer's Remedies. If Seller shall fail to fulfill the Seller's agreements herein, other than by reason of Buyer's fault or other reasons beyond Seller's control (a "Seller Default"), then, as Buyer's sole and exclusive remedy in such event, Buyer shall have the right to take the Premises, and in addition, Seller shall pay to Buyer upon demand, Buyer's Transaction Costs, as hereinafter defined. The term "Buyer's Transaction Costs" shall mean (a) the actual reasonable legal fees incurred by Buyer in connection with the preparation of this Agreement, (b) all actual arm's length third party costs and expenses incurred by Buyer in connection with Buyer's Due Diligence activities, including all fees and expenses paid to environmental or other consultants, and all fees and expenses paid to a surveyor, the cost of any title examination or title commitment obtained by Buyer. Buyer's demand to Seller in connection with the foregoing shall be accompanied by such bills, invoices, evidence of payment and other information as are reasonably necessary to establish for Seller the amount and nature of all Transaction Costs which Buyer seeks to recover.

15. Conditions to Closing. Buyer's obligation to take the Premises by eminent domain and consummate the transaction contemplated by this Agreement shall be contingent upon:

(a) City Council Approval. Should the City of Haverhill not approve the taking this Agreement shall terminate and shall have not further force and effect;

(b) The Buyer executing a Settlement Agreement.

16. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be effective when actually received if delivered by hand between the regular business hours of the City as disclosed on the City's website, or sent by reputable overnight courier, or when confirmed by receipt, or upon refusal to accept delivery, if sent by certified mail, postage prepaid, the certification receipt therefore being deemed the date of such receipt, or by confirmed email transmission and addressed to the parties as follows:

To Buyer: City of Haverhill
4 Summer Street
Haverhill, MA 01830
Attn: Mayor's Office

With a copy to: Lisa L. Mead, Esq.
Joseph Ruotolo Jr., Esq.

Mead, Talerman & Costa, LLC
30 Green Street
Newburyport, Massachusetts 01950
lisa@mtclawyers.com
joe@mtclawyers.com

To Seller: James E. Young, Jr.
44 Herrick Circle
Pelham, NH 03076

With a copy to: Jason R. Scopa, Esq.
Law Office of Peter E. Flynn
78 Essex Street
Saugus, MA 01906
Flynn.law@verizon.net

17. Amendments; Construction of Agreement. This Agreement, executed in multiple counterparts, shall be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement has been negotiated by the parties and any ambiguity in any provision shall not be construed against either party as drafter. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. Facsimile and pdf (portable document format) signatures shall be deemed originals for all purposes. The attorneys for the parties shall be deemed duly authorized to execute on behalf of their respective client all extensions, if any. No person or entity other than a party to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto. Buyer shall have the right to waive any condition to its obligation to Close. No such waiver shall be binding upon Buyer unless in writing and signed by Buyer's duly authorized representative. The captions of the various Sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit, or construe the contents of such Sections.

18. Reclamation. Seller agrees to promptly refund any overpayments in accordance with M.G.L. Ch.79 Sec 7G.

19. This Agreement shall serve as the Seller's waiver of right to an appraisal under MGL Ch 79 Sec 7A.

20. Saturdays, Sundays, and Holidays. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed or by which the Closing must be held expires on a Saturday, Sunday, federal holiday or legal bank holiday in the Commonwealth of Massachusetts, then such

time period shall be automatically extended to the close of business on the next business day.

21. No Personal Liability. In no event shall any officer, director, trustee, manager, shareholder, member, employee, elected official or agent of Seller or Buyer have any personal liability hereunder.

22. Waiver. Except as expressly provided herein, no waiver by any party of any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other party of the same or any other provision of this Agreement. No waiver shall be valid unless in writing signed by the party to be charged and then only to the extent specifically stated therein.

23. Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

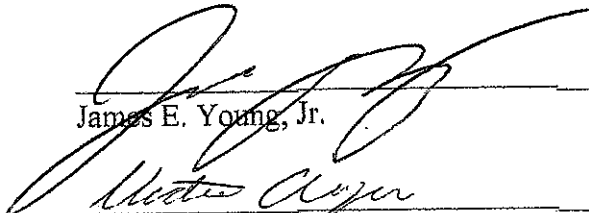

24. Legal Representation. The Parties hereunder understand that this is a legal document and that they have both had an opportunity to engage legal counsel in review of same.

[Signature Page Follows]

[Signature Page to Taking Agreement]

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

SELLERS:


James E. Young, Jr.

Victoria Angers

BUYER:

CITY OF HAVERHILL,
a municipal corporation

By: _____
Name: Melinda E. Barrett
Title: Mayor

7050652

[illegible]

502

SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2025 ("Effective Date"), by and between James E. Young, Jr. and Victoria Angers, each having an address of 47 Herrick Circle, Pelham, New Hampshire (together, "Plaintiffs"), and the City of Haverhill, having a principal address of 4 Summer Street, Haverhill, Massachusetts ("City" or "Defendant").

Background

On July 12, 2022, by an Order of Taking recorded with the Essex County South District Registry of Deeds ("Registry") at Book 41059, Page 211, the City took 11.2 +/- acres of vacant land located on Brandy Brow Road in Haverhill, Massachusetts by eminent domain ("Brandy Brow Taking"), and made a *pro tanto* award to Plaintiffs of \$240,000 as compensation for the Brandy Brow Taking ("Pro Tanto Award");

Plaintiffs filed an eminent domain action for damages pursuant to G.L. c. 79, § 12, challenging the sufficiency of the *pro tanto* award amount with the Essex County Superior Court (the "Superior Court"), said suit being identified as *Young, et al. v. The City of Haverhill*, Docket No. 2277CV00836 (the "Action"); and

In the interest of avoiding the time and expense of litigation the parties have had an opportunity to discuss a resolution of this matter; and pursuant to such discussions have agreed on the terms of such resolution.

Agreement

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to settle their dispute as follows:

1. Recitals Incorporated.

The recitals set forth above are incorporated herein by reference and made part of this Agreement as if fully set forth herein.

2. Taking of Portion of Crystal Street Property

The City shall take by eminent domain, approximately 16.59 acres of Plaintiffs' property located at Crystal Street, Haverhill, Massachusetts, as approximately shown on Lot 2A on the plan attached as Exhibit A (the "Crystal Street Property"). The City shall prepare a taking plan consistent with this Agreement and substantially as shown in the plan in Exhibit A. (the "Taking Plan"). Upon finalization of the Taking Plan, the City shall prepare an Order of Taking for approval by the City Council. Upon passage of the Order of Taking by the City Council, the City shall promptly record the Order of Taking with the Registry.

3. Payment By City

Within 30 days of recording the Order of Taking, the City shall pay Plaintiffs \$260,000. If the payment is not made within 30 days, interest will accrue at the rate of four percent per year until the payment is made. This payment is in addition to the *Pro Tanto* Award for the Brandy Brow Taking Plaintiffs have already received from the City. There shall be no further payments to Plaintiffs for the Crystal Street taking, the Brandy Brow Taking, or in satisfying this Agreement.

4. Creation of Access Easement

In connection with the Crystal Street Property taking, the City shall grant a 10' wide easement for ingress and egress over the Crystal Street Property to Plaintiffs to access hiking trails from Plaintiffs' retained land, as shown in Exhibit A (the "Access Easement"). Plaintiffs' use of the Access Easement shall be for pedestrian access consistent with use associated with a single-family dwelling on Plaintiffs' retained land and shall be subject to City rules and regulations applicable to the Crystal Street Property. The form of the Access Easement is attached as Exhibit B. The City shall place a "no trespassing sign" at the intersection of the easement and the hiking trails.

Sections 2-4 above are hereinafter referred to collectively as the "Settlement Conditions."

5. Litigation Stay and Dismissal

Upon execution of this Agreement, the parties will promptly file a motion to stay the Action with the Superior Court requesting that the court stay the Action for a period of six months from the Effective Date of this Agreement, with such further extensions as may be necessary. If the Court does not approve a litigation stay, the parties shall jointly file a motion for a dismissal nisi reflecting the terms and intent of this Agreement. The parties agree that the case shall remain stayed until the Settlement Conditions have been satisfied. Within seven business days after satisfaction of the Settlement Conditions, the parties will promptly file an Agreement for Judgment with the Superior Court dismissing the Action with prejudice and waiving all rights of appeal. Plaintiffs and Defendant agree that each party will bear its own costs and fees from the Action (including attorneys' fees).

6. Accord and Satisfaction

The parties agree that the Settlement Conditions are a full and final settlement of all outstanding claims or disputes between the parties, fully discharging all further obligations related to the subject matter of this Agreement.

7. Plaintiffs' Release

Effective upon completion of the Settlement Conditions, Plaintiffs release and discharge the City and its departments, offices, officers, officials, employees, agents, successors and assigns, from and against any and all claims, demands, debts, actions, causes of action, suits,

accounts, covenants, contracts, agreements, damages and any and all claims, demands, and liabilities which the undersigned now or forever has, both in law and in equity, whether known or unknown, in related to or arising out of the Brandy Brow Taking , including the claims raised in the Action (collectively, "Claims"). Notwithstanding the foregoing, nothing herein shall prevent Plaintiffs and their successors and assigns from enforcing the terms of this Agreement.

8. City's Release

Effective upon satisfaction of the Settlement Conditions, the City releases and discharges the Plaintiffs from and against any and all Claims. Notwithstanding the foregoing, nothing herein shall prevent City and its successors and assigns from enforcing the terms of this Agreement.

9. Governing Law/Venue

This Agreement shall be subject to the laws of the Commonwealth of Massachusetts and may be enforced only by a Massachusetts court of competent jurisdiction.

10. Execution in Counterparts

This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. An electronic or scanned copy of a party's signature shall be deemed an original.

11. Non-Admission of Liability

The parties understand and agree that the terms of this Agreement, and the settlement provided for herein, are intended to compromise disputed claims, and to avoid litigation, and that this Agreement and the settlement provided for herein do not constitute and shall not be construed or be viewed as an admission by the parties that they have acted wrongfully with respect to each other or any other person.

12. Knowing & Voluntary

The parties acknowledge that they have each read this Agreement and understand (a) its terms, (b) that it is binding upon their legal representatives, heirs, successors, and assigns, and (c) that they had the opportunity to seek advice from legal counsel as they deemed necessary to understand the terms of this Agreement.

13. Authorization

Each signatory to this Agreement represents that it is duly authorized to execute this Agreement, and to enter into the settlement described herein.

14. Construction

The parties agree that this Agreement shall not be construed against any party on the ground that such party was responsible for the preparation of this Agreement, or on any related ground. The language of this Agreement shall be construed as a whole and according to its fair meaning. The headings in this Agreement are for convenience and are not intended to affect construction or interpretation.

15. Sole & Entire Agreement

This Agreement contains all representations and warranties, expressed and implied, oral and written, between and among the parties, and the entire understanding and agreement between and among the parties with respect to the subject matter hereof. This is an integrated contract and it may not be altered or modified except by a writing signed by all Parties in interest at the time of the authorization or modification. Any amendments to this Agreement shall be made only in writing and upon agreement by all parties to this Agreement.

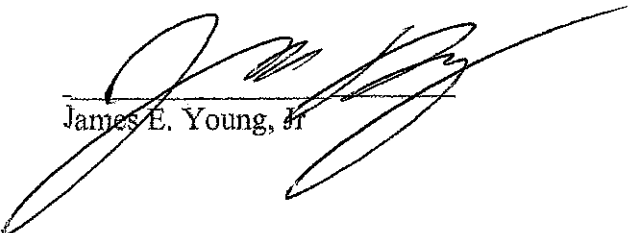
16. Severability

Should any term or provision of this Agreement be deemed invalid or unenforceable for any reason, such determination shall have no effect on the remaining terms and provisions of this Agreement, which shall remain valid and enforceable independently of the rest of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2025.

For City of Haverhill:

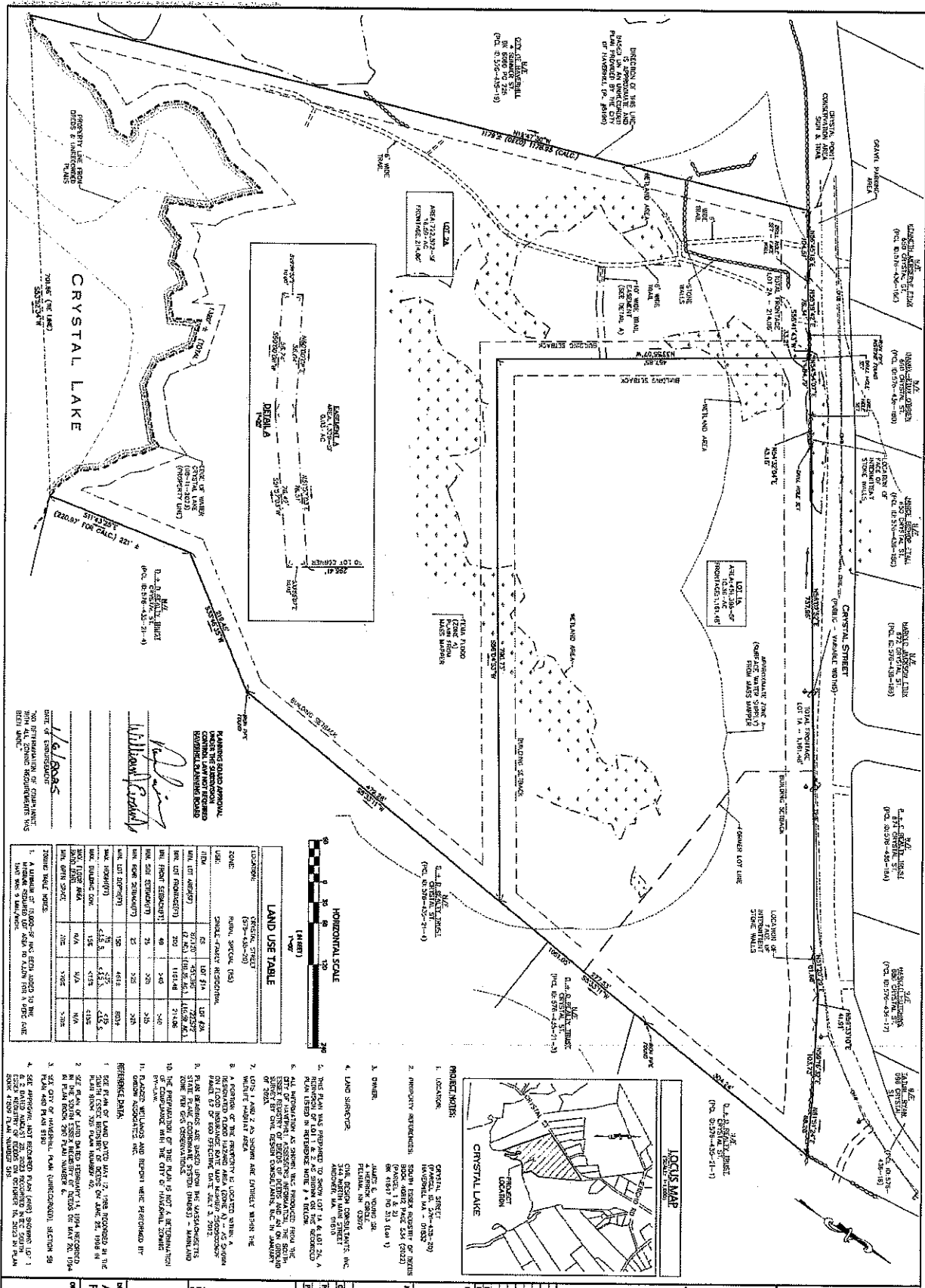

James E. Young, Jr.

Name:
Title:


Victoria Angers

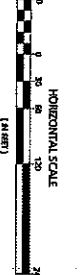
EXHIBIT A
Crystal Street Property Plan

[see attached]



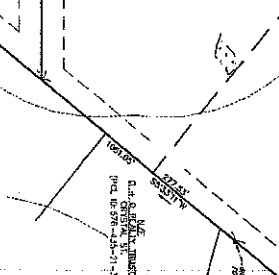
LAND USE TABLE

LAND USE	AREA (AC)	AREA (SQ. FT.)	PERCENTAGE
RESIDENTIAL	12.32	318,467	100%
COMMERCIAL	0.00	0	0%
INDUSTRIAL	0.00	0	0%
AGRICULTURAL	0.00	0	0%
RECREATION	0.00	0	0%
UTILITY	0.00	0	0%
TRANSPORTATION	0.00	0	0%
OTHER	0.00	0	0%



PROJECT NOTES:

1. LOCATION: 10000 N. 100TH AVE., SUITE 100, EDEN PRAIRIE, MN 55324
2. PROPERTY REFERENCES: 10000 N. 100TH AVE., SUITE 100, EDEN PRAIRIE, MN 55324
3. OWNER: JAMES E. YOUNG, SR.
4. LAND SURVEY: CON. DESIGN CONSULTANTS, INC.
5. THE PLAN WAS PREPARED TO SHOW LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
6. THE PLAN WAS PREPARED TO SHOW LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
7. THE PLAN WAS PREPARED TO SHOW LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
8. THE PLAN WAS PREPARED TO SHOW LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
9. THE PLAN WAS PREPARED TO SHOW LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
10. THE PLAN WAS PREPARED TO SHOW LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
11. PLANNED UTILITIES AND RECORDS WERE PROVIDED BY CON. DESIGN CONSULTANTS, INC.
12. SEE PLAN OF LAND DATED MAY 12, 1998, RECORDED IN THE PUBLIC RECORDS OF EDEN PRAIRIE, MN, BOOK 4709, PAGE 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
13. SEE PLAN OF LAND DATED MAY 12, 1998, RECORDED IN THE PUBLIC RECORDS OF EDEN PRAIRIE, MN, BOOK 4709, PAGE 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
14. SEE PLAN OF LAND DATED MAY 12, 1998, RECORDED IN THE PUBLIC RECORDS OF EDEN PRAIRIE, MN, BOOK 4709, PAGE 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.



APPROVAL NOT REQUIRED

ANR-2

DESIGNER: CON. DESIGN CONSULTANTS, INC.

DATE: 11/20/24

PROJECT: CRYSTAL STREET, HANOVER, MA 01832

REVISIONS:

NO.	DATE	DESCRIPTION
1	11/20/24	INITIAL DESIGN

APPROVED FOR: JAMES E. YOUNG, SR.

DATE: 11/26/24

REMARKS: THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTERS OF PROFESSIONAL ENGINEERS AND ARCHITECTS, JANUARY 12, 1978.

EXHIBIT B
Form of Access Easement

[see attached]

6961083

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of [____], 2025 (the "Effective Date"), by and between **THE CITY OF HAVERHILL**, a municipal corporation, with an address of 4 Summer Street, Haverhill, Massachusetts 01830 (the "Grantor"), and **JAMES E. YOUNG, JR. and VICTORIA ANGERS**, with an address of 47 Herrick Circle, Pelham, New Hampshire (collectively, the "Grantee").

RECITALS

WHEREAS, Grantor is the fee simple owner of the land located at Crystal Street, Haverhill, Massachusetts 01832, containing approximately 16.59 acres (the "Grantor Property"), being shown as "Lot 2A" on that certain Approval Not Required Plan (ANR) dated November 26, 2024, prepared by the Civil Design Consultants, Inc. (the "Plan"), said Plan being recorded with the Essex County Registry of Deeds in Plan Book [____], Page [____] and is attached hereto as Exhibit A;

WHEREAS, Grantee is the fee simple owner of the land located at Crystal Street, Haverhill, Massachusetts 01832, containing approximately 10.36 acres (the "Grantee Property"), being shown as "Lot 1A" on the Plan;

WHEREAS, Grantee desires access to the Grantor Property by means of an access easement (the "Easement") being shown as the "10' Wide Trail Easement" (the "Easement Area") on the Plan, for the purpose of passing and repassing by foot over the Easement Area as a means of ingress and egress to and from the existing 6' Wide Trail shown on the Plan (the "Public Trail");

WHEREAS, Grantor is willing to convey to Grantee the Easement subject to the terms, conditions, and provisions of this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement**. Grantor hereby grants to Grantee, as appurtenant to the Grantee Property, an exclusive (but subject to the rights of Grantor hereunder), perpetual right and easement for the purpose of passing and repassing by foot over the Easement Area as a means of

ingress and egress to and from the Public Trail, as depicted on the Plan. Grantee acknowledges that the Easement Area is to be used for passive uses only and no motor vehicles shall be allowed in the Easement Area. Grantee further acknowledges that Grantee shall use the Easement Area in accordance with any applicable local, state or federal rules and regulations associated with Grantor's Property and/or the Public Trail, as may be amended from time to time. Prior to commencing any use of the easement granted hereunder, and on an annual basis thereafter, Grantee shall provide Grantor with evidence of the insurance that Grantee is required to maintain pursuant to Section 4 of this Agreement. Notwithstanding the foregoing, (a) Grantor reserves the right to use the Easement Area for any purpose which is not inconsistent with the right and easement granted hereunder and (b) to the extent that Grantee fails to acquire or maintain insurance in accordance with this Section, Grantee shall not have any right to exercise its easement rights granted hereunder until such matters are cured to the reasonable satisfaction of the Grantor.

2. **Relocation.** Grantor may not relocate the Easement Area without the prior written consent of Grantee, which consent shall not be unreasonably conditioned, delayed or withheld.

3. **Responsibility and Maintenance.** Grantee shall be solely responsible for maintaining the Easement Area for walking access to the Public Trail at its sole cost and expense, and shall comply with all applicable laws, rules, and regulations in connection with the exercise of its rights under this Agreement. All work pursuant to this Agreement, once commenced, shall be diligently and expeditiously continued through to completion and shall be carried out in a good and workmanlike manner. If Grantee fails to maintain and repair the Easement Area as required by any applicable laws, rules, regulation, permits or approvals in connection with the exercise of its rights under this Agreement, which failure continues for thirty (30) days after written notice from Grantor, Grantor shall have the right to perform such maintenance and repair obligations and Grantee shall reimburse Grantor for all reasonable costs incurred by Grantor in connection therewith. Any such reimbursement shall be due within thirty (30) days after Grantee's receipt of an accounting of any such costs (in reasonable detail).

4. **Indemnification; Insurance.** Grantee hereby agrees to indemnify, defend, and hold harmless Grantor from and against any and all liability, claims, damages, expenses (including, but not limited to, reasonable attorneys' fees, incurred with respect to any litigation), judgments, proceedings, and causes of action for injury to or death of any person or damage to or destruction of any property occurring as a result of the use or misuse of any of the Easement, unless caused by the gross negligence or willful misconduct of Grantor. Grantee shall maintain general liability insurance on the easement area with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) annual aggregate. Such insurance shall name Grantor as additional insured by endorsement to the respective policy and provide for a 30-day notice of cancellation or non-renewal clause, which clause shall also be indicated on each certificate of insurance. The parties hereby waive all liability of and all rights of recovery and subrogation against, and agree that neither it nor any of its officers, agents, employees, or its or their insurers will sue, the other or any of its officers, agents, or employees, for any loss of or damage to property within the easement area arising out of fire or casualty, and agrees that all such insurance policies will contain waivers by the insurer or such liability, recovery, subrogation, and suit.

5. **Notices.** Notices under this Agreement shall be delivered personally or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight carrier, to the

following addresses or to such other addresses as the parties may from time to time designate in writing:

To Grantor: City of Haverhill
4 Summer Street
Haverhill, MA 01830
Attn: Mayor's Office

with a copy to: Nutter, McClennen & Fish, LLP
155 Seaport Boulevard
Boston, MA 02210
Attn: Matthew Connolly, Esq.
Email: MConnolly@nutter.com

Lisa L. Mead, Esq.
Mead, Talerman & Costa, LLC
30 Green Street
Newburyport, MA 01950
Email: lisa@mtclawyers.com

To Grantee: James E. Young, Jr.
Victoria Angers
47 Herrick Circle
Pelham, NH 03076

with a copy to: Jason R. Scopa, Esq.
Law Offices of Peter E. Flynn, P.C.
78 Essex Street
Saugus, MA 01906
Email: Flynn.Law@verizon.net

Any notice will be deemed to be given (i) if personally delivered, on the date received, (ii) if sent by certified mail, three (3) business days after the date when mailed, and (iii) if sent by Federal Express or by other recognized overnight courier, on the first business day after the date when mailed.

6. **General Provisions.**

(a) **Covenants Run with the Land.** Each covenant, restriction, and easement granted herein on each lot shall be a burden on that lot (however now or hereafter divided or configured), shall be appurtenant to and for the benefit of the other lot and each part thereof (however now or hereafter divided or configured), and shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns in title of each lot.

(b) Modification, Amendment, Release. This Agreement may be modified, amended, or released as to any lot only by a written instrument executed by the then lot owners.

(c) Miscellaneous. The failure of a lot owner to insist upon strict performance of any of the covenants or restrictions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the lot owner may have and shall not be deemed a waiver of any subsequent breach or default in any of the covenants or restrictions herein by the same lot owner. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of its Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. This Agreement may be executed in several counterparts and all such executed counterparts shall constitute one Agreement, binding on all parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

(d) Subject to Prior Rights. All rights and easements granted herein are made subject to rights, easements, and restrictions of record, if any, insofar as now in force and applicable.

(e) Beneficial Use. The right and easement granted hereunder is intended to inure to the benefit of Grantee, its successors and assigns in title, and guests and invitees who are using or occupying the Grantee Property.

(f) No Other Rights Created. Except as expressly provided herein, nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. No rights of access or use, except those expressly set forth herein, shall be implied by this instrument.

[Signatures and acknowledgements begin on the following page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

GRANTOR:

CITY OF HAVERHILL,
a municipal corporation

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss

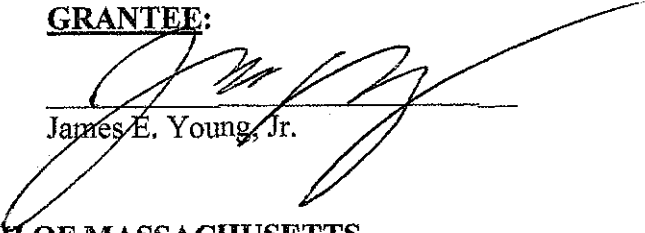
On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, as _____ of the City of Haverhill, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as his/her free act and deed in such capacity.

Notary Public:

My Commission Expires:

[Signatures continued on following page]

GRANTEE:


James E. Young, Jr.

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

On this 4th day of February, 2025, before me, the undersigned notary public, personally appeared James E. Young, Jr., proved to me through satisfactory evidence of identification, which was Witnes Pierre, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as his free act and deed in such capacity.


Notary Public:

My Commission Expires:

JASON R. SCOPA
Notary Public



Commonwealth of Massachusetts
My Commission Expires
November 20, 2026

[Signatures continued on following page]

GRANTEE:

Victoria Angers
Victoria Angers

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

On this 4th day of February, 2025, before me, the undersigned notary public, personally appeared Victoria Angers, proved to me through satisfactory evidence of identification, which was MA driver license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as her free act and deed in such capacity.


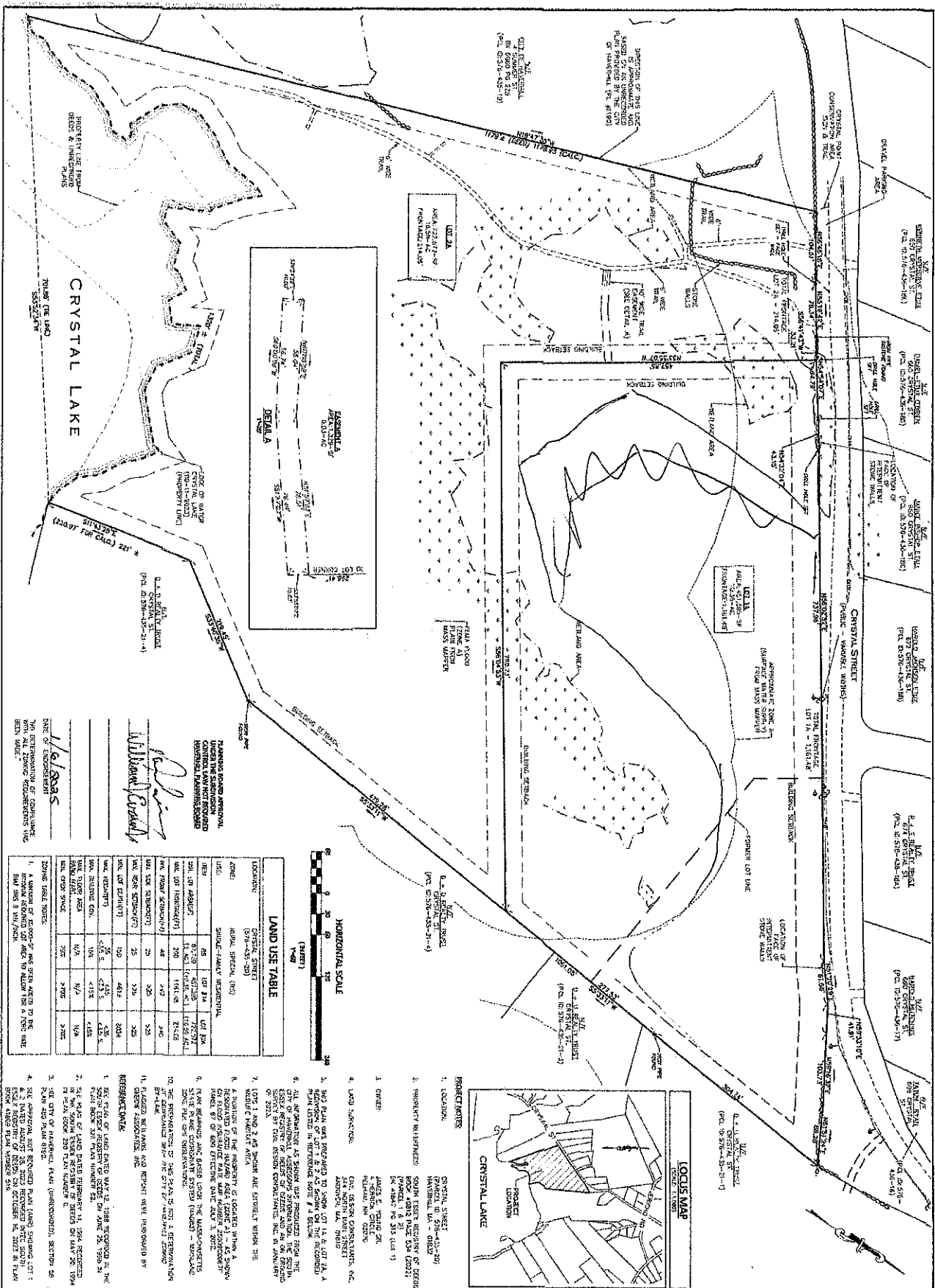
Jason R. Scopa
Notary Public:
My Commission Expires:  **JASON R. SCOPA**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 20, 2026


Exhibit A

Plan

[see attached]

7014655

[illegible][illegible]

PROJECT:	CRYSTAL STREET HUNTSVILLE, ALA 35892
CITY/STATE:	HUNTSVILLE, ALA 35892
PROJECT #:	32-000017-1A/ISSUE
ISSUED TO:	3001/365-010
	
ON EXHIBIT FOR REVIEW FOR CIVIL DIVISION 11/20/74	
APPROVAL NOT REQUIRED PLAN (ANS)	
DRAWING TITLE:	
DRAWING #:	ANR-2

[illegible]



DOCUMENT
CITY OF HAVERHILL

In Municipal Council

5.2
FEB 09 PM 2:39
RECEIVED

ORDERED:

That the sum of two hundred sixty thousand dollars (\$260,000.00) be transferred from the listed accounts in the Water Fund to a new capital fund.

<u>Transfer From</u>	<u>Line Item</u>	<u>Amount</u>
Water 20" & 36" Transmission Main	3111018.1.0000.3590	\$248,481.03
Water Capital Outlay	6010050.1.0454.5870	\$11,518.17



MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

RECEIVED
FEB 12 2025
CITY CLERK

513
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@HAVERHILLMA.GOV
WWW.CI.HAVERHILL.MA.US

February 6, 2025

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

From: Mayor Melinda E. Barrett

RE: MOA- Water/Wastewater Office & Technical Group (Teamsters)

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

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

Sincerely,

Melinda E. Barrett
Mayor

meb/em



Haverhill

Human Resources Department, Room 306
Phone: (978) 374-2357 Fax: (978) 374-2343

Denise McClanahan, HR Director – dmcclanahan@cityofhaverhill.com

Christina Carrie, HR Technician – ccarrie@cityofhaverhill.com

Parisa Daneshmand, Head Clerk/Floater – pdaneshmand@cityofhaverhill.com

TO: Mayor Melinda Barrett
FROM: Denise McClanahan, HR Director
DATE: February 6, 2025
RE: MOA submission

As a result of recent negotiations, attached please find the MOA for the Water/Wastewater Office & Technical group (Teamsters).

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

dIm

TO: MAYOR MELINDA BARRETT
FROM: Denise McClanahan, HR Director
DATE: 2/6/2025
RE: COLLECTIVE BARGAINING FINANCIAL DISCLOSURE

NAME OF CONTRACT OR GROUP: Water/Wastewater Office & Technical Group
CONTRACT PERIOD: 7/1/2024 to 6/30/2027

% INCREASE FOR EACH CONTRACT YEAR:

Year 1 2 % Year 2 2 % Year 3 2 %

Market adjustment 1.5% in year 1, 2 & 3

Cost of COLAs (along with market adjustments) for each fiscal year of contract (amounts are approximate and include contractual step increases):

Year 1 – FY 25 Cost amount \$53,875

Year 2 – FY 26 Cost amount \$59,974

Year 3 – FY 27 Cost amount \$59,219

ADDITIONAL COSTS

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

Approx OT cost (July 1 thru Nov 15) \$ 8,069

Approx Longevity increase \$ 2,750

Approx licensure/certification cost \$

Professional development allowance \$ 3,250

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

TOTAL COST OF PROPOSED AGREEMENT (salaries) at end of contract period: \$1,269,237

Total salary budget for this group was: \$1,096,168

Percent increase in salary budget (includes contractual steps): 15.02% over 3 years

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

What would be the effect?

Are there any other known implications to this contract?

Yes No

Funds are appropriated

☒ ☐

Where funds are located

Account #: Click or tap here to enter text.

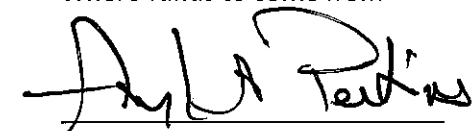
Yes No

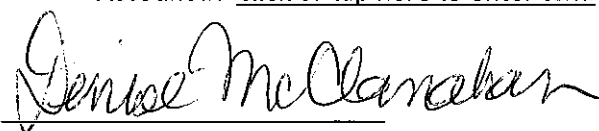
Funds need appropriation by council

☐ ☒

Where funds to come from

Account #: Click or tap here to enter text.


Auditors Office


HR Dept

File 10 DAYS

5,3,1

Memorandum of Agreement
Between

THE CITY OF HAVERHILL and
THE WATER/WASTEWATER OFFICE & TECHNICAL GROUP – Teamsters Local #170

CONTRACT INTEGRATION

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

Amend Article 7: WAGES – Appendix A & B

2% salary increase effective 7-1-2024

2% salary increase effective 7-1-2025

2% salary increase effective 7-1-2026

Market Adjustment/COLA on positions based on attached wage chart

Add Water/Wastewater Engineer position to scale

Add Chief Financial Administrative Assistant position to scale

Add General Foreman position to scale

Section 3: Longevity

Update with the following:

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

Appendix A - Section 1: Professional Development

Effective 7/1/2024 Increase amount to \$600 per year.

Appendix B - Section 2: Professional Development

Effective 7/1/2024 Increase amount to \$600 per year.

Amend Section 4. Merit Rating System to read as follows:

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

ARTICLE 8: HOLIDAYS

Replace Section 1 as follows:

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

Section 3A Personal Days

Add the following sentence:

After five years of service with the City, all employees shall be entitled to personal leave in accordance with Section 3. The updated personal leave accrual will occur on January 1st of the next calendar year.

ARTICLE 10: SICK LEAVE

Section 1A Number of Days Allowed

Add the following sentence:

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

ARTICLE 18: TERMINATION

Update section with the following dates (three-year contract):

July 1, 2024 to June 30, 2025

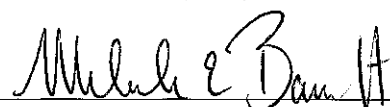
July 1, 2025 to June 30, 2026

July 1, 2026 to June 30, 2027

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

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

Date: 2/6/25



Melinda E. Barrett, Mayor



James Marks, Teamsters Business Agent

	102.00%	7/1/2024 COLA/Market Adjustment						
		step 1	step 2	step 3	step 4	step 5	step 6	step 7
Water Maintenance Supervisor	\$	1,895.78	\$ 1,957.40	\$ 2,019.06	\$ 2,086.75	\$ 2,154.44	\$ 2,222.13	
Treatment Plant Supervisor	\$	1,895.78	\$ 1,957.40	\$ 2,019.06	\$ 2,086.75	\$ 2,154.44	\$ 2,222.13	
Computer Specialist	\$	1,591.43	\$ 1,601.53	\$ 1,696.29				
Chemist	\$	1,474.09	\$ 1,529.88	\$ 1,580.45				
Wastewater Compliance Coordinator	\$	1,474.09	\$ 1,529.88	\$ 1,580.45				
Water Service Inspector	\$	1,192.29	\$ 1,302.06	\$ 1,351.12				
Billing/Collector Manager	\$	1,192.29	\$ 1,302.06	\$ 1,351.12	\$ 1,593.87			
Wastewater Facility Manager	\$	1,895.78	\$ 1,957.40	\$ 2,019.06	\$ 2,086.75	\$ 2,154.44	\$ 2,222.13	
Collection System Supervisor	\$	1,895.78	\$ 1,957.40	\$ 2,019.06	\$ 2,086.75	\$ 2,154.44	\$ 2,222.13	
Wastewater Chemist	\$	1,120.41	\$ 1,241.30	\$ 1,423.82	\$ 1,474.09	\$ 1,529.88	\$ 1,580.45	
Wastewater Head Mechanic	\$	1,241.47	\$ 1,330.56	\$ 1,360.90	\$ 1,416.95	\$ 1,472.68	\$ 1,523.26	
Executive Assistant to the Supt./Eng.	\$	1,111.16	\$ 1,141.72	\$ 1,219.49	\$ 1,256.07	\$ 1,293.76	\$ 1,332.58	
Hired after 2010								
Water Maintenance Supervisor	\$	1,895.78	\$ 1,957.40	\$ 2,019.06	\$ 2,086.75	\$ 2,154.44	\$ 2,222.13	
Treatment Plant Supervisor	\$	1,895.78	\$ 1,957.40	\$ 2,019.06	\$ 2,086.75	\$ 2,154.44	\$ 2,222.13	
Computer Specialist	\$	1,541.29	\$ 1,551.07	\$ 1,642.85				
Chemist	\$	1,427.65	\$ 1,481.69	\$ 1,530.65				
Wastewater Compliance Coordinator	\$	1,427.65	\$ 1,481.69	\$ 1,530.65				
Water Service Inspector	\$	1,154.73	\$ 1,261.04	\$ 1,308.56				
Billing/Collector Manager	\$	1,154.73	\$ 1,261.04	\$ 1,308.56				
Wastewater Facility Manager	\$	1,895.78	\$ 1,957.40	\$ 2,019.06	\$ 2,086.75	\$ 2,154.44	\$ 2,222.13	
Collection System Supervisor	\$	1,895.78	\$ 1,957.40	\$ 2,019.06	\$ 2,086.75	\$ 2,154.44	\$ 2,222.13	
Wastewater Chemist	\$	1,085.12	\$ 1,202.19	\$ 1,378.96	\$ 1,427.65	\$ 1,481.69	\$ 1,530.65	
Wastewater Head Mechanic	\$	1,202.35	\$ 1,288.64	\$ 1,318.02	\$ 1,372.30	\$ 1,426.28	\$ 1,475.26	
Executive Assistant to the Supt./Eng.	\$	1,076.15	\$ 1,105.74	\$ 1,181.06	\$ 1,216.50	\$ 1,252.99	\$ 1,290.60	
Head Account Clerk	\$	862.94	\$ 888.91	\$ 913.60	\$ 940.06	\$ 967.33	\$ 995.45	
Business Manager	\$	1,272.30	\$ 1,332.32	\$ 1,392.32	\$ 1,454.21	\$ 1,510.87	\$ 1,553.71	
Asset & Information Specialist	\$	1,135.72	\$ 1,202.52	\$ 1,269.33	\$ 1,336.15	\$ 1,402.96	\$ 1,469.76	\$ 1,536.57
Water/Wastewater Engineer	\$	1,895.78	\$ 1,957.40	\$ 2,019.06	\$ 2,086.75	\$ 2,154.44	\$ 2,222.13	
Chief Financial Administrative assistant	\$	1,111.16	\$ 1,141.71	\$ 1,166.97	\$ 1,202.50	\$ 1,237.80	\$ 1,274.15	
General Foreman	\$	34.27	\$ 35.42	\$ 36.66	\$ 37.94			

	102.00%	7/1/2025 COLA/Market Adjustment						
		step 1	step 2	step 3	step 4	step 5	step 6	step 7
Water Maintenance Supervisor	\$	1,962.71	\$ 2,026.50	\$ 2,090.34	\$ 2,160.41	\$ 2,230.49	\$ 2,300.57	
Treatment Plant Supervisor	\$	1,962.71	\$ 2,026.50	\$ 2,090.34	\$ 2,160.41	\$ 2,230.49	\$ 2,300.57	
Computer Specialist	\$	1,647.61	\$ 1,658.07	\$ 1,756.17				
Chemist	\$	1,526.13	\$ 1,583.89	\$ 1,636.24				
Wastewater Compliance Coordinator	\$	1,526.13	\$ 1,583.89	\$ 1,636.24				
Water Service Inspector	\$	1,234.38	\$ 1,348.02	\$ 1,398.82				
Billing/Collector Manager	\$	1,234.38	\$ 1,348.02	\$ 1,398.82	\$ 1,625.75			
Wastewater Facility Manager	\$	1,962.71	\$ 2,026.50	\$ 2,090.34	\$ 2,160.41	\$ 2,230.49	\$ 2,300.57	
Collection System Supervisor	\$	1,962.71	\$ 2,026.50	\$ 2,090.34	\$ 2,160.41	\$ 2,230.49	\$ 2,300.57	
Wastewater Chemist	\$	1,159.97	\$ 1,285.11	\$ 1,474.08	\$ 1,526.13	\$ 1,583.89	\$ 1,636.24	
Wastewater Head Mechanic	\$	1,285.30	\$ 1,377.53	\$ 1,408.94	\$ 1,466.97	\$ 1,524.66	\$ 1,577.03	
Executive Assistant to the Supt./Eng.	\$	1,150.39	\$ 1,182.02	\$ 1,262.54	\$ 1,300.41	\$ 1,339.43	\$ 1,379.62	
Hired after 2010								
Water Maintenance Supervisor	\$	1,962.71	\$ 2,026.50	\$ 2,090.34	\$ 2,160.41	\$ 2,230.49	\$ 2,300.57	
Treatment Plant Supervisor	\$	1,962.71	\$ 2,026.50	\$ 2,090.34	\$ 2,160.41	\$ 2,230.49	\$ 2,300.57	
Computer Specialist	\$	1,595.70	\$ 1,605.83	\$ 1,700.84				
Chemist	\$	1,478.04	\$ 1,534.00	\$ 1,584.68				
Wastewater Compliance Coordinator	\$	1,478.04	\$ 1,534.00	\$ 1,584.68				
Water Service Inspector	\$	1,195.49	\$ 1,305.55	\$ 1,354.75				
Billing/Collector Manager	\$	1,195.49	\$ 1,305.55	\$ 1,354.75				
Wastewater Facility Manager	\$	1,962.71	\$ 2,026.50	\$ 2,090.34	\$ 2,160.41	\$ 2,230.49	\$ 2,300.57	
Collection System Supervisor	\$	1,962.71	\$ 2,026.50	\$ 2,090.34	\$ 2,160.41	\$ 2,230.49	\$ 2,300.57	
Wastewater Chemist	\$	1,123.42	\$ 1,244.62	\$ 1,427.63	\$ 1,478.04	\$ 1,534.00	\$ 1,584.68	
Wastewater Head Mechanic	\$	1,244.79	\$ 1,334.13	\$ 1,364.55	\$ 1,420.74	\$ 1,476.62	\$ 1,527.34	
Executive Assistant to the Supt./Eng.	\$	1,114.14	\$ 1,144.78	\$ 1,222.76	\$ 1,259.44	\$ 1,297.22	\$ 1,336.16	
Head Account Clerk	\$	893.40	\$ 920.28	\$ 945.85	\$ 973.24	\$ 1,001.47	\$ 1,030.59	
Business Manager	\$	1,317.22	\$ 1,379.35	\$ 1,441.46	\$ 1,505.55	\$ 1,564.20	\$ 1,608.56	
Asset & Information Specialist	\$	1,175.81	\$ 1,244.97	\$ 1,314.14	\$ 1,383.31	\$ 1,452.48	\$ 1,521.64	\$ 1,590.81
Water/Wastewater Engineer	\$	1,962.71	\$ 2,026.50	\$ 2,090.34	\$ 2,160.41	\$ 2,230.49	\$ 2,300.57	
Chief Financial Administrative assistant	\$	1,150.38	\$ 1,182.01	\$ 1,208.16	\$ 1,244.95	\$ 1,281.50	\$ 1,319.13	
General Foreman	\$	35.48	\$ 36.67	\$ 37.95	\$ 39.28			

	102.00%	7/1/2026 COLA/Market Adjustment						
		step 1	step 2	step 3	step 4	step 5	step 6	step 7
Water Maintenance Supervisor		\$ 2,031.99	\$ 2,098.03	\$ 2,164.12	\$ 2,236.68	\$ 2,309.23	\$ 2,381.78	
Treatment Plant Supervisor		\$ 2,031.99	\$ 2,098.03	\$ 2,164.12	\$ 2,236.68	\$ 2,309.23	\$ 2,381.78	
Computer Specialist		\$ 1,705.77	\$ 1,716.60	\$ 1,818.16				
Chemist		\$ 1,580.00	\$ 1,639.80	\$ 1,694.00				
Wastewater Compliance Coordinator		\$ 1,580.00	\$ 1,639.80	\$ 1,694.00				
Water Service Inspector		\$ 1,277.96	\$ 1,395.61	\$ 1,448.20				
Billing/Collector Manager		\$ 1,277.96	\$ 1,395.61	\$ 1,448.20	\$ 1,658.26			
Wastewater Facility Manager		\$ 2,031.99	\$ 2,098.03	\$ 2,164.12	\$ 2,236.68	\$ 2,309.23	\$ 2,381.78	
Collection System Supervisor		\$ 2,031.99	\$ 2,098.03	\$ 2,164.12	\$ 2,236.68	\$ 2,309.23	\$ 2,381.78	
Wastewater Chemist		\$ 1,200.91	\$ 1,330.48	\$ 1,526.11	\$ 1,580.00	\$ 1,639.80	\$ 1,694.00	
Wastewater Head Mechanic		\$ 1,330.67	\$ 1,426.16	\$ 1,458.68	\$ 1,518.75	\$ 1,578.48	\$ 1,632.70	
Executive Assistant to the Supt./Eng.		\$ 1,191.00	\$ 1,223.74	\$ 1,307.10	\$ 1,346.31	\$ 1,386.71	\$ 1,428.32	
Hired after 2010								
Water Maintenance Supervisor		\$ 2,031.99	\$ 2,098.03	\$ 2,164.12	\$ 2,236.68	\$ 2,309.23	\$ 2,381.78	
Treatment Plant Supervisor		\$ 2,031.99	\$ 2,098.03	\$ 2,164.12	\$ 2,236.68	\$ 2,309.23	\$ 2,381.78	
Computer Specialist		\$ 1,652.03	\$ 1,662.51	\$ 1,760.88				
Chemist		\$ 1,530.22	\$ 1,588.15	\$ 1,640.62				
Wastewater Compliance Coordinator		\$ 1,530.22	\$ 1,588.15	\$ 1,640.62				
Water Service Inspector		\$ 1,237.69	\$ 1,351.64	\$ 1,402.58				
Billing/Collector Manager		\$ 1,237.69	\$ 1,351.64	\$ 1,402.58				
Wastewater Facility Manager		\$ 2,031.99	\$ 2,098.03	\$ 2,164.12	\$ 2,236.68	\$ 2,309.23	\$ 2,381.78	
Collection System Supervisor		\$ 2,031.99	\$ 2,098.03	\$ 2,164.12	\$ 2,236.68	\$ 2,309.23	\$ 2,381.78	
Wastewater Chemist		\$ 1,183.08	\$ 1,288.56	\$ 1,478.03	\$ 1,530.22	\$ 1,588.15	\$ 1,640.62	
Wastewater Head Mechanic		\$ 1,288.73	\$ 1,381.23	\$ 1,412.72	\$ 1,470.89	\$ 1,528.75	\$ 1,581.25	
Executive Assistant to the Supt./Eng.		\$ 1,153.47	\$ 1,185.19	\$ 1,255.92	\$ 1,303.90	\$ 1,343.02	\$ 1,383.33	
Head Account Clerk		\$ 924.94	\$ 952.77	\$ 979.24	\$ 1,007.60	\$ 1,036.83	\$ 1,066.97	
Business Manager		\$ 1,363.71	\$ 1,428.04	\$ 1,492.35	\$ 1,558.69	\$ 1,619.42	\$ 1,665.34	
Asset & Information Specialist		\$ 1,217.32	\$ 1,288.92	\$ 1,360.53	\$ 1,432.15	\$ 1,503.75	\$ 1,575.36	\$ 1,646.96
Water/Wastewater Engineer		\$ 2,031.99	\$ 2,098.03	\$ 2,164.12	\$ 2,236.68	\$ 2,309.23	\$ 2,381.78	
Chief Financial Administrative assistant		\$ 1,190.99	\$ 1,223.74	\$ 1,250.81	\$ 1,288.90	\$ 1,326.74	\$ 1,365.70	
General Foreman		\$ 36.73	\$ 37.96	\$ 39.29	\$ 40.67			



2,1

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

FEB 5 PM 3:44
HVCITYCLERK

Feb. 4, 2025

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Christine Webb, MAA
Assessor

Transaction Summary All Years

City of Haverhill

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

Totals	Tax Paid	Interest Paid	Fees Paid	Tax Reversals	Interest Reversals	Fee Reversals	Refunds	Refund Reversals	Abate	Exemp	Adjust	Transfers
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.85	0.00	0.00	0.00
2022 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.85	0.00	0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.85	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00
2023 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,797.50	0.00	0.00	0.00
2023 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,797.50	0.00	0.00	0.00
2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,812.50	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00
2024 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,473.85	0.00	0.00	0.00
2024 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,473.85	0.00	0.00	0.00
2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,513.85	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	329.35	0.00	0.00	0.00
2025 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	329.35	0.00	0.00	0.00
Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	451,363.43	0.00	0.00
2025 Real Estate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	451,363.43	0.00	0.00
2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	329.35	451,363.43	0.00	0.00
Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,813.55	451,363.43	0.00	0.00
Total All Charges									469,176.98			

Total All Charges: Add all columns except Adjustments.



MELINDA E. BARRETT
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

11/1/11
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@HAVERHILLMA.GOV
WWW.CI.HAVERHILL.MA.US

February 6, 2025

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

From: Mayor Melinda E. Barrett

RE: Haverhill Housing Authority-Sheila Cuevas

Dear Mr. President and City Council Members:

Please be advised that I hereby appoint Sheila Cuevas of 53 South Webster Street, Haverhill, Massachusetts to the Haverhill Housing Authority Board of Commissioners. This is a confirming appointment which takes effect upon confirmation and expires on December 31st, 2029.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

Cc: Robert Driscoll

February 3, 2025

Sheila Cuevas
53 South Webster Street
Haverhill, Ma 01835

RE: Tenant Representative for the Haverhill Housing Authority Board

To whom it may concern,

My name is Sheila Cuevas, and I am writing to express my interest in the Tenant Representative Board position. As the President of the Local Tenants Organization (LTO) of the Haverhill Housing Authority (HHA) I bring years of experience and trust to the table. Having already served as a bridge between tenants and the HHA, I am familiar with the needs and interests of both parties. During my tenure I have worked on various issues and have an established relationship with the tenant community and the Agency.

As the current President of the LTO, I am current with events, understand tenant sentiment, and possess the relevant knowledge to best represent the interests of our tenant community. By serving as a member on the Directorate Board, and already having the respect of tenants and the Housing Authority alike, the amount of positive contributions I can make are limitless. As such, I humbly request your consideration for the Tenant Representative Position.

Relevant Experience

- ❖ 2023-June
 - Organized and was voted President of a Local Tenants Organization to advocate for tenants presiding at Bradford Terrace.
- ❖ 2023-Sept
 - Attended Zoom workshops on Leadership Training through the Mel King Program.
- ❖ 2024-July
 - Acquired a position with Massachusetts Union of Public Housing Tenants as a Network Leader and trained other tenants across the state on how to form strong Local Tenants Organizations in their communities.
- ❖ 2025-Jan
 - Prospective member of the Haverhill Housing Authority Board of Commissioners as a Tenant Representative.

Thank you,

Sheila Cuevas
LTO President – Haverhill Housing Authority
Phone: (978) 885-8569
sheilacuevas249@gmail.com



MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

11.12
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@HAVERHILLMA.GOV
WWW.CITYOFHAVERHILL.COM

February 6, 2025

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

From: Mayor Melinda E. Barrett

RE: Community Affairs Advisory Board Re-Appointments

Dear Mr. President and Members of the City Council:

Please be advised I hereby re-appoint the following members to the Community Affairs Advisory Board.

- Sharon Sullivan, Chairman of 20 Westminster Avenue, Haverhill,
- Anne Vlack, Member of 60 Hancock Street Haverhill,
- William Lapierre, Member, of 1 Hanscom Avenue, Haverhill,
- Marlene Grant, Member, 615-617 River Street, Haverhill,
- Nomsa Ncube, Member of 67 Washington Street, 102-P Haverhill,

These are confirming appointments and take effect upon confirmation and expire on December 31st, 2025.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

cc:

William Pillsbury, Director of Economic Development, City of Haverhill

MELINDA E. BARRETT
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

11.13

RECEIVED
CITY CLERK
FEB 11 2025

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

February 6, 2025

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

From: Mayor Melinda E. Barrett

RE: Board of Registrars of Voters Re-Appointment- Marc Harvey

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

Please be advised I hereby re-appoint Marc Harvey of 8 Byron Street, Haverhill, as a member of the Board of Registrars of Voters. This is a confirming appointment which takes effect upon confirmation and expires on February 1st, 2028.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
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HAVERHILL, MA 01830
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MAYOR@HAVERHILLMA.GOV
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11.1.4

February 7, 2025

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

From: Mayor Melinda E. Barrett

RE: Planning Board-Re-Appointment- Nate Robertson-Correction

Dear Mr. President and Members of the City Council:

Please be advised, at the February 4th City Council meeting I re-appointed Nate Robertson to the Planning Board.

I am hereby submitting a correction to his appointment with the Planning Board. Nate's current address is 174 Mill Street Haverhill not 54 Highland Avenue Haverhill and his last name is Robertson not Robinson. His term expires on August 31st, 2027.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

City Council Special Permit · Add to a project

Hearing

Expiration Date

Active

Request Changes

(/#/explore/request-changes/192535)

⋮

CCSP-25-1

March 25, 2025

Details

Submitted on Jan 15, 2025 at 1:11 pm

12.1.1

Attachments

12 files

FEB 4 AM 11:12
HAVCITYCLERK

Activity Feed

Latest activity on Feb 03, 2025



Applicant

Paul Magliocchetti

0



Location

0 NICHOLS ST, Haverhill, MA 01830

View By

Edit Workflow



Special Permit Filing Fee

Paid Jan 15, 2025 at 1:13 pm



Legal Notice Fee

Paid Jan 18, 2025 at 3:48 pm



Planning Director Review

Completed Feb 03, 2025 at 1:52 pm

































WP

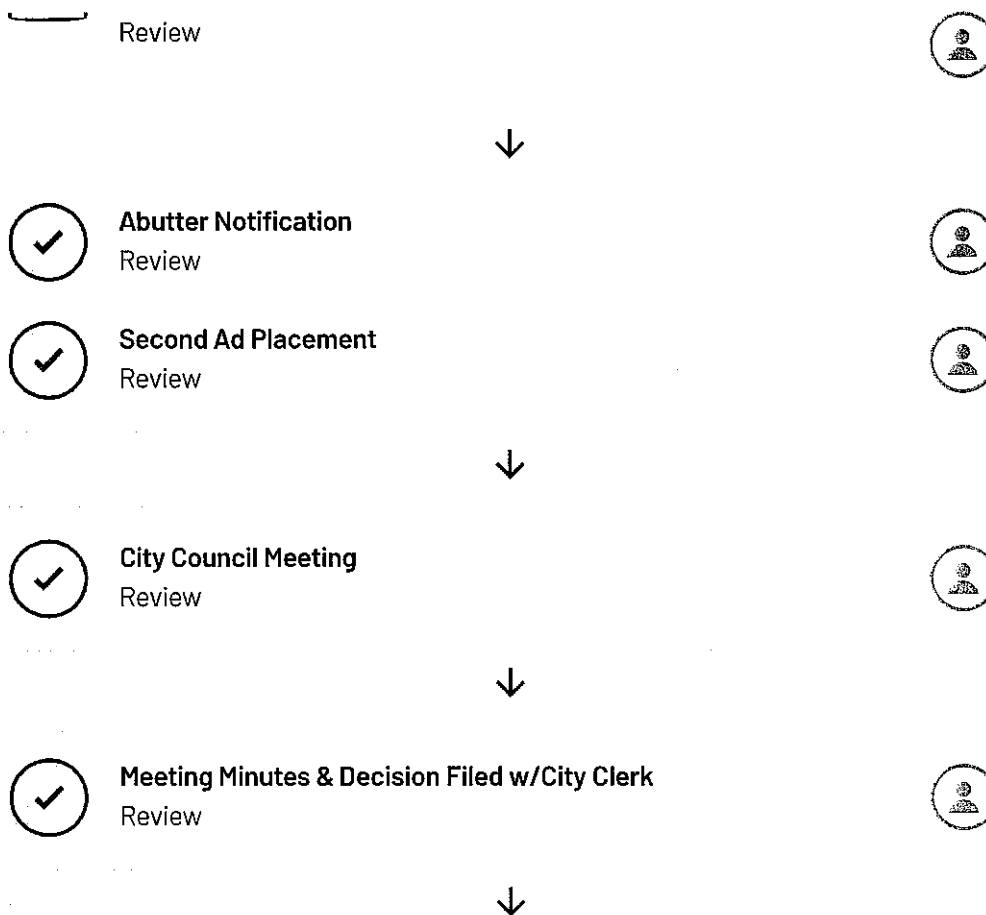


City Clerk Review - Hearing Dates Set

In Progress

MB

	City Council Admin Notified Completed Feb 03, 2025 at 2:18 pm	
	Assessor for Abutter's List Completed Feb 03, 2025 at 2:56 pm	
	Conservation Department Review Completed Feb 03, 2025 at 4:08 pm	
	DPW Review In Progress	
	Engineering Department Review In Progress	
	Fire1 Department Review In Progress	
	Fire2 Department Review Completed Feb 03, 2025 at 2:42 pm	
	Health Department Review In Progress	
	Police Department Review In Progress	
	School Department Review In Progress	
	Storm Water Review Completed Feb 03, 2025 at 4:09 pm	
	Water/Wastewater Review In Progress	
	Water Supply Review In Progress	
	Building Inspector Review In Progress	
		
	First Ad Placement Review	
	Placed on Agenda	



Details

Important: Please Read Before Starting Your Application

THE CITY COUNCIL HAS CHANGED THE DEADLINE FOR SUBMITTING APPLICATIONS FOR SPECIAL PERMITS. IT IS NOW APPROXIMATELY 6 WEEKS PRIOR TO THE HEARING DATE. ALSO, ALL APPLICATIONS MUST BE COMPLETE, HAVING SATISFIED ALL OF THE REQUIREMENTS - BOTH INFORMATION AND ATTACHMENTS - FROM THE BUILDING INSPECTOR, CITY TREASURER, CITY ASSESSOR AND CLERK OF THE BOARD. INCOMPLETE OR LATE APPLICATIONS WILL NOT BE HEARD UNTIL AT LEAST 1 MEETING LATER

Applicant Information

[Edit](#)

IMPORTANT NOTE: ALL DOCUMENTS THAT ARE ATTACHED TO THIS APPLICATION MUST BE SUBMITTED AS ORIGINALS TO THE CITY CLERK BEFORE THE APPLICATION IS CONSIDERED COMPLETE AND PROCEEDS TO REVIEW. THESE DOCUMENTS WILL LATER BE FILED WITH THE COUNTY REGISTRY WHICH REQUIRES ORIGINAL DOCUMENTS.

What is Your Role in This Process?*

Attorney/Agent

Applicant Business/Firm Name*

Paul Magliocchetti

Applicant Business/Firm Phone*

9783739161

Applicant Business/Firm Address*

70 Bailey Boulevard

Applicant Business/Firm City*

Haverhill

Applicant Business/Firm State*

MA

Applicant Business/Firm Zip*

01830

Client Name*

Astro Enterprise LLC

Client Business Name*

Astro Enterprise LLC

Client Phone*

9789028411

Client Email*

pmagliocchetti@ssjmattorneys.com

Client Address*

351 Main Street

Client City*

Boxford

Client State*

MA

Client Zip*

01921

Client County*

Essex

Client Business Structure*

New Field

Limited Liability Corporation (LLC)

Property Information[Edit](#)**Proposed Housing Plan Name***

9-11 Nichols Street

Proposed Street Name(s)*

Nichols

How Long Owned by Current Owner?*

1 year

Type of Dwelling(s) Planned in Project*

Multi-Family

Lot Dimension(s)*

56x106

Registry Plat Number, Block & Lot*

608-485-6&7

Zoning District Where Property Located*

RU - Residential Urban Density

Deed Recorded in Essex South Registry: Block Number*

41836

Deed Recorded in Essex South Registry: Page*

441

Does the Property Have Multiple Lots?*

No

Thoroughly Describe the Reason(s) for thre Special Permit*

Build a 4-unit condominium building on the lot

Property Description*

A level rectangular lot in the RU zone

Current Property Use*

Vacant

TOTAL Number of Units Planned*

4

TOTAL Number of Parking Spaces Planned*

4

Planned Lot Use

Add Planned Lot Use

Edit ⋮

Lot Number*

Lot 1

Lot Plat Number, Bock, Lot*

608,485,6&7

Lot Dimensions*

56x106

Number of Existing Buildings on Lot* ?

0

Size of Existing Building(s) on Lot*

0

Number of Buildings Planned for Lot*

1

Size of Proposed Building(s)*

0

Number of Families to be Accommodated*

4

Extent of Proposed Alterations*

New Construction: Residential

IF OTHER ALTERATIONS, Please Describe*

0

Types of Units Planned on Lot*

Number of Units Planned on Lot*

Condominiums (for sale)

4

Special Circumstances[Edit](#)

CHECK ALL THAT APPLY

Building Coverage

☐

Dimensional Variance

☐

Front Yard Setback

☐

Side Yard Setback

☐

Rear Yard Setback

☐

Lot Frontage

☐

Lot Depth

☐

Lot Area

☐

Building Height

☐

Floor Area Ratio

☐

Open Space

☐

Parking

☐

Sign Size

☐

Use

☐

Other

☐**Hearing Waiver**[Edit](#)

Applicant agrees to waive the 120-day hearing requirement.

Agrees*

No

Agreement & Signature[Edit](#)

The undersigned hereby covenants and agrees with the City of Haverhill upon approval of the Definitive Plan: (1) to construct the ways and install the municipal services as finally approved by the Planning board within 12 months from the date thereof; (2) to design and construct ways and design and install the municipal services in accordance with the Rules & Regulations Governing the subdivision of Land in the City of Haverhill, Massachusetts, and with the rules and instructions of the City Board of Health and the City Department of Public Works, and with the Definitive Plan and its accompanying material as finally approved by the Planning Board; and (3) at the laying out and acceptance of said ways, all municipal services within the ways will become the property of the City of Haverhill at no cost to the City, unless otherwise agreed upon. This agreement shall be binding upon the heirs, administrators, successors and assigns of the undersigned.

Agrees*

☒**PLEASE READ**

ALL APPLICANTS FOR A SPECIAL PERMIT (1) The Assessor's office will prepare the list of abutters required by law and forward to the City Clerk, who will notify all abutters and the owner/applicant by mail of the time and place the application will be considered by the City Council. Abutters and owner/applicant will be sent copies of the agenda with the relevant item noted. (2) The owner or his/her representative (duly authorized in writing by the owner) must present

the petition in person at the City Council meeting. Failure to do so may result in a negative decision. (3) The applicant shall ensure that the decision sheet is duly recorded at the Essex County South District Registry of Deeds and indexed in the grantor index under the name of the owner of record (registered land to be noted on the owners Certificate of Title). (4) If the applicant is not the owner, a written statement from the owner MUST be submitted with the application indicating that it is permissible to seek a variance or special permit for the property. (5) Both applicant and abutters will be notified of the decision of the City Council. Decisions will be filed by the City Council Admin within 30 days of the City Council Decision and copies of the decision will be sent out the same day. (6) The above is only a recording of the submitted decision sheet in the City Clerk's Office. PLEASE DO NOT APPLY FOR YOUR BUILDING PERMIT UNTIL YOU HAVE BEEN NOTIFIED THAT THE DECISION HAS BEEN RECORDED AT THE REGISTRY OF DEEDS. ESTIMATED TIME – SIX (6) WEEKS FROM DATE OF THE MEETING. (7) If the city records show that Taxes, Water, Wastewater, and/or financial obligations are due on the subject property, building permits will be withheld until verification of an agreement to pay taxes or fees is received by the Building Inspector. (8) If house numbers or lots are not visible from the street, or clearly identified, unnecessary delays or negative action by the City Council may result.

Office Use Only**Edit****🔒 City Council Decision****🔒 City Council Hearing Date**

—

—

🔒 Reason for Council's Decision**🔒 City Council Members Absent****🔒 City Council Members Present**

🔒 Continuanace Meeting Date

—

🔒 Also Present

🔒 City Councilor Who Seconded Motion

🔒 City Councilor Who Made Motion

🔒 City Councilors Who Voted Against

🔒 City Councilors Who Abstained

🔒 Continuanace Motion Decision

—

🔒 Who Submitted Continuanace Request?

—

🔒 City Councilors Who Voted in Favor

🔒 Number of 12"x18" Mylar Copies

—

🔒 Appeal Expiration Date

—

🔒 Number of 24"x36" Mylar Copies

—

🔒 Number of 18"x24" Mylar Copies

—



SO.ESSEX #357 Bk:41836 Pg:441
10/31/2023 03:01 PM DEED Pg 1/3
eRecorded

Return to:
Law Office of Richard Shea, P.C.
1A Commons Drive, Unit 5
Londonderry, NH 03053

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 10/31/2023 03:01 PM
ID: 1595440 Doc# 20231031003570
Fee: \$3,830.40 Cons: \$840,000.00

QUITCLAIM DEED

Goldwetha Properties Solutions, LLC, a Massachusetts Limited Liability Company with a principal address of 185 Somerset Ave, Winthrop, MA, for consideration paid, and in full consideration of Nine Hundred Thirty Five Thousand Dollars (\$935,000.00) grant to Astro Enterprise, LLC, with a principal place of business at 351 Main Street, Boxford, MA 01921

With Quitclaim Covenants:

9-11 NICHOLS STREET, HAVERHILL, MA 01830

The land situated in Haverhill, Essex County, Massachusetts, being 9-11 Nichols Street, bounded and described as follows:

NORTHERLY: by land now or formerly of Eaton, 104 feet;
EASTERLY: by land now or formerly of Howe, 53 feet;
SOUTHERLY: by land now or formerly of Nutter, 109 feet; and
WESTERLY by Nichols Street, 50 feet.

13-15 NICHOLS STREET, HAVERHILL, MA 01839

A certain parcel of land with the buildings thereon, situated in Haverhill, Essex County, Massachusetts, more particularly described as follows:

Beginning at the Southwesterly corner thereof by Nichols Street and by land now or formerly of Frontingham, thence running

EASTERLY: by the last mentioned land, 103 and 7/10 feet to land now or formerly of Atwood; thence
NORTHERLY: by the land last mentioned, 62 feet to an angle, thence still by land last mentioned in a line parallel with and six feet from the Southerly underpinning of a barn on said Atwood land, 26 feet to land now or formerly of Hodgdon; thence

Property Address: 9-11 Nichols St and 13-15 Nichols St, Haverhill, MA 01830

SOUTHERLY: by land last mentioned, 4 and 6/10 feet;

WESTERLY: 73 feet, all by said land now or formerly of Hodgdon to said Nichols Street; and thence

SOUTHERLY: by said Nichols Street, 54 and 5.10 feet to said land now or formerly of Frontingham and the point begun at.

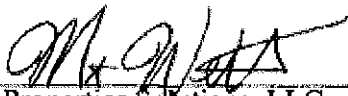
Subject to a reservation to James D. Shultz, Trustee and his heirs and assigns of the right to access to two parking spaces at the premises, 13-15 Nichols Street for the benefit of the premises at 17 Nichols Street. Said spaces to be kept in good repair and unobstructed by the Grantee and his heirs and assigns.

Being the same premises conveyed to the grantors herein by deed from Stephen Belfiore, dated November 15, 2022 and recorded with Essex South County Registry of Deeds at Book 41304, Page 124.

This conveyance does not constitute the sale or transfer of all or substantially all of the Grantor's assets within the Commonwealth of Massachusetts.

SIGNATURE PAGE TO FOLLOW

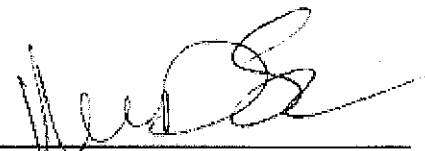
Executed under seal as of this 30 day of October 2023


Goldwetha Properties Solutions, LLC
by: Michael Wetherbee, Manager

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

On this 30 day of October 2023 before me, the undersigned notary public, personally appeared Michael Wetherbee, Manager of Goldwetha Properties Solutions, LLC, proved to me through satisfactory evidence, which were Government Issued Driver's License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily, as his free act and deed, for its stated purpose.



Notary Public
My commission expires:

RICHARD D. SHEA
Notary Public
State of New Hampshire
My Commission Expires
February 17, 2025

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



RICHARD J. SHEEHAN, JR.
TIMOTHY J. SCHIAVONI
ROBERT A. JUTRAS
PAUL A. MAGLIOCCHETTI
SONJA STARINS
THOMAS C. TRETTER
WILLIAM D. CHASE
STEPHEN R. AGNATOVECH
OF COUNSEL
KRISTIN M. YASENKA
JOSHUA S. ENGLAND, LL.M.

VIA UPLOAD

January 15, 2025

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

**RE: Application for a Special Permit
 To Construct A 4-Unit Multi Family Dwelling
 In the RU Zone
 Owner/Applicant is Astro Enterprise, LLC
 Property: 9-11 Nichols Street (Map 608, Block 485, Lots 6-7)**

The Owner and Applicant Astro Enterprise, LLC, a Massachusetts Limited Liability Company with an address at 351 Main Street, Boxford, MA 01921, submits this application to the City Council for a Special Permit pursuant to the City of Haverhill Zoning Ordinance Chapter 255. The Applicant wishes to construct a 4-unit residential dwelling on property it owns at Nichols Street, as shown on Site Plan and Floor Plans filed herewith. The Applicant intends to establish 4 condominium units pursuant to MGL Ch. 1839a).

A 4-unit dwelling is allowed in the RU zone with a Special Permit from the City Council (see attached Table of Use and Parking Regulations). The variances required for this development have been obtained from the Haverhill Zoning Board of Appeals and the decision has been recorded at the Essex South Registry of Deeds (see attached Decision). The proposed 4- unit condominium development is the best use for the property and the neighborhood where it is situated.

The neighborhood is densely populated with other multifamily dwellings. Just recently, this Council approved the expansion of a 12-unit apartment building to a 16-unit apartment building at 71 Portland Street. The additional condominium units provided by this development will be consistent with the neighborhood, and create home ownership opportunities for the City. In addition, the development will not affect the character of the neighborhood, has ample onsite parking, and will bring added tax revenue to the City.

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

The property, once built out, will greatly improve the currently vacant parcel which is being used as a parking lot, and add value to the surrounding properties. The granting of the relief sought may be given without nullifying or substantially derogating from the intent or purpose of the zoning ordinance. Furthermore, the proposed use and structure will not cause substantial detriment to the neighborhood or the City, taking into account the Characteristics of the site and of the proposal in relation to that site.

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

1. Community needs are served by the proposal which adds needed housing in the City and creates new home ownership opportunities;
2. The property is currently used as a parking lot, and the development, which includes parking, will not be detrimental to traffic, pedestrian flow, and safety, including parking and loading;
3. The neighborhood has adequate infrastructure for utilities and other public services;
4. The new condominium homes in the neighborhood will be attractive to Buyers that fit in with the neighborhood character and social structures;
5. There are no obvious impacts to the natural environment since the 4-unit building will be situated in a densely populated neighborhood on a lot which is currently used as a parking lot; and
6. The development of 4 new condominium units will have a positive fiscal impact on the City's tax base which will contribute to supporting City services.

The Applicant respectfully requests that the City Council approve this Application for a Special Permit for the development of a 4-unit dwelling at 9-11 Nichols Street.

Respectfully submitted,

Paul A. Magliocchetti

Paul A. Magliocchetti, Esquire
pmagliocchetti@ssjmattoorneys.com









REGISTERED PROFESSIONAL ENGINEER
JAMES M. DEMORLA
PROFESSIONAL ENGINEER
MASSACHUSETTS































9-11 NICHOLS ST
HAVERHILL, MA 01830





NOTES:
1. PERMIT REQUIRED FOR CONSTRUCTION
2. SCALE: 1"=20' AS SHOWN
3. SEE ALL CITY ORDINANCES

REVISIONS:
1. PROPOSED DRAFT
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	ELECTRICITY - WIRE - CABLE - PIPING
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	ELEVATION REFERENCE - ELEVATION - SECTION
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 DEMORLA CONSTRUCTION CO., INC. <small>ALUMINUM PRODUCTS LTD. 810 BROADWAY CLAREMONT, CALIFORNIA 91711 WWW.DEMORLA.COM</small>									
OR, SERIAL CONTRACT NO. DRAWN BY: _____ PROPERTY OWNER: ADDRESS AND CITY/STATE/ZIP: _____									
<h1 style="margin: 0;">9-11 NICHOLS ST</h1> <p style="margin: 0;">HAVERHILL, MA 01830</p>									
NOTES: POWER MUST BE OFF/LINE									
SCALE: 1/2" = 1'-0" AS SHOWN SCALE: 1/32" = 1'-0" H/W PLATE									
REVISIONS:									
1 EVIDENCE CHART #									
2									
GENERAL NOTES									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="padding: 5px;">PROJECT STATUS</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 5px;"> SCHEDULE </td> <td style="width: 50%; padding: 5px;">  </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> APPROVE </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> GENERAL NOTES </td> </tr> </tbody> </table>		PROJECT STATUS		SCHEDULE		APPROVE		GENERAL NOTES	
PROJECT STATUS									
SCHEDULE									
APPROVE									
GENERAL NOTES									



ALEXANDER COLLETT
DESIGNER
NICHOLS STREET
HAYESVILLE, MA 01830

GENERAL CONTRACTOR
JAMES M. MATT
PRESIDENT
NICHOLS STREET
HAYESVILLE, MA 01830

PROPOSED SITE PLAN
OF LAND AT
9-11 NICHOLS STREET
HAYESVILLE, MA 01830
OWNER/APPPLICANT
GOLDWATER PROPERTIES
SOLUTIONS, LLC
185 SOMERSET AVENUE
WINTHROP, MA 02152
DECEMBER 11, 2023

9-11 NICHOLS ST
HAYESVILLE, MA 01830

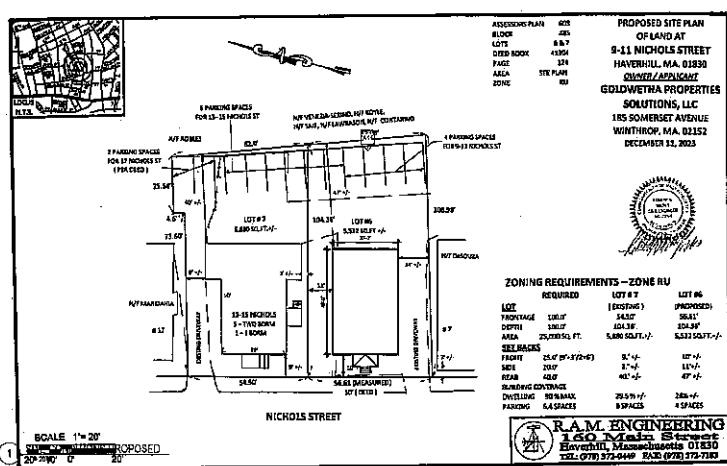
NOTES:
PERMIT MUST BE OBTAINED

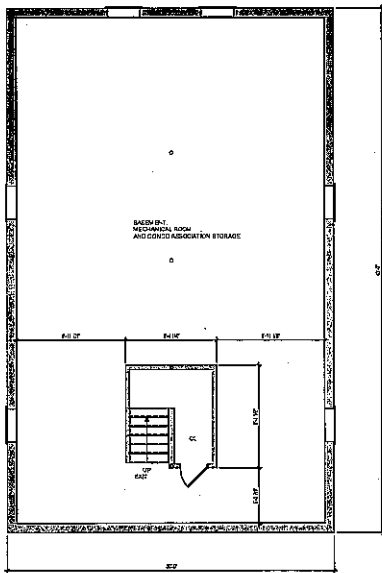
SCALE: 1"=20'
SCALE: 1"=20'

REVISIONS
1. 11/15/2023

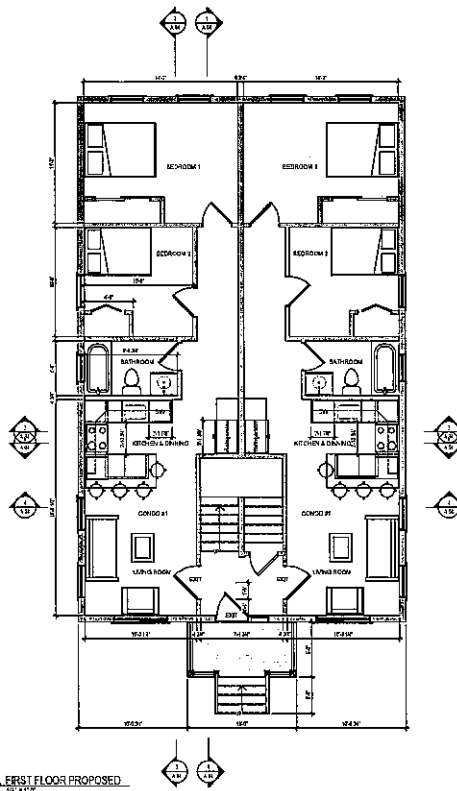
PROJECT STATUS
11/15/2023

Author
Site Plan
Checker
A 01





1 BASEMENT PROPOSED
1/4" = 1'-0"



2 FIRST FLOOR PROPOSED
1/4" = 1'-0"



DEMORLA CONSULTING
ARCHITECTS
1000 WASHINGTON STREET
HAVERHILL, MA 01830

DATE: 08/11/2011
JUAN MATEO

PROPERTY OWNER:
APRIL ENTERPRISES LLC

9-11 NICHOLS ST
HAVERHILL, MA 01830

NOTES:
PERMIT MUST BE OBTAINED

SCALE: 1/4" = 1'-0" (AS SHOWN)
PAGE: 1 OF 1 (AS SHOWN)

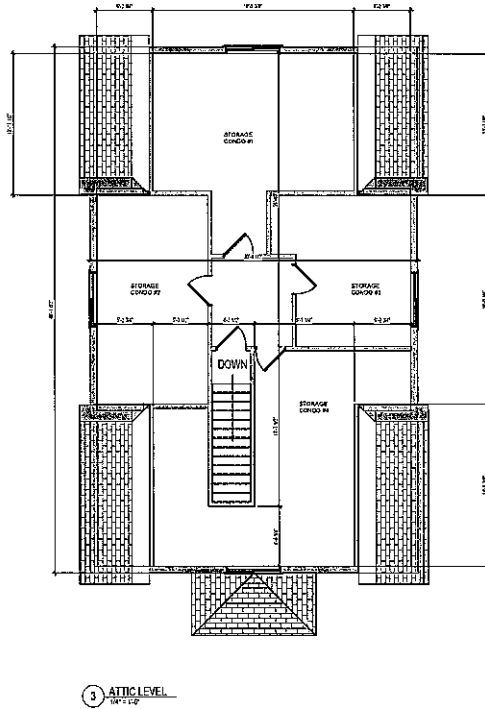
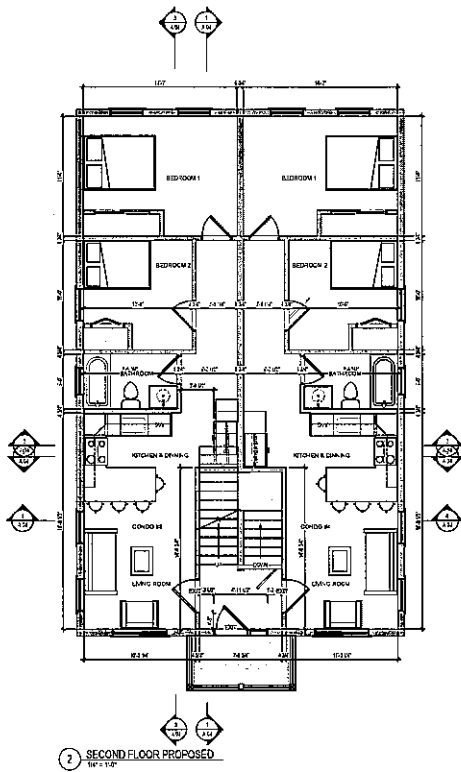
REVISIONS
1. 08/11/2011
2.

PROJECT STATUS

STATUS: ☐ Author

FLOOR PLANS

Design: A 02



ALLEN & BERRY
100 WASHINGTON STREET
HAVERHILL, MA 01830

GENERAL CONTRACTOR
JAMES WATKINS

PROPERTY OWNER
ALLEN & BERRY, LLC

9-11 NICHOLS ST
HAVERHILL, MA 01830

NOTES:
PERMITS MUST BE OBTAINED

SCALE: 1/8" = 1'-0" UNLESS OTHERWISE NOTED

REVISIONS

1. SUBMITTAL REVISION

2.

PROJECT STATUS

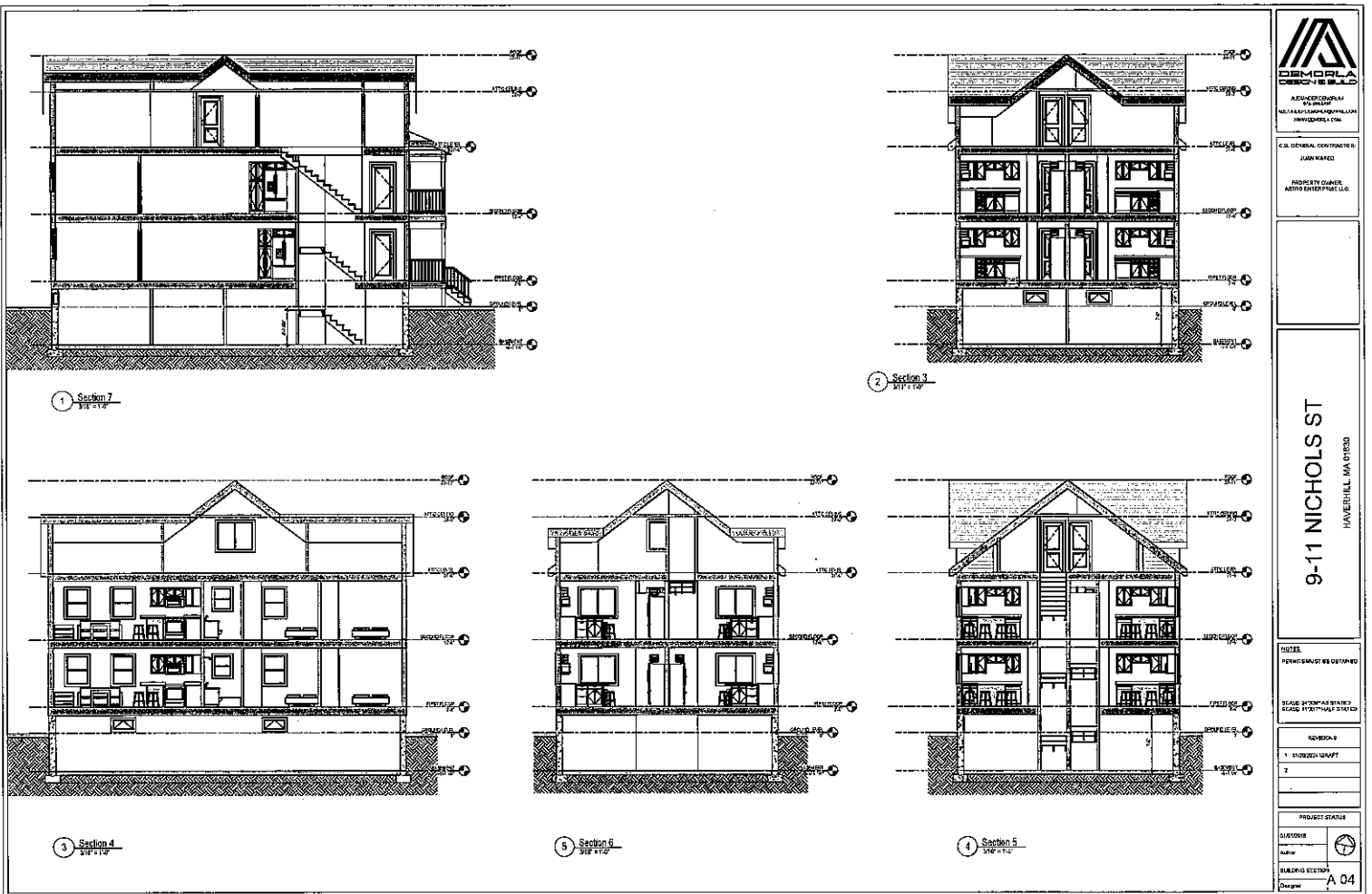
DATE: 10/10/14

Author

Project Name

Sheet

A-03



DEMORLA
DESIGN & BUILD
ARCHITECTS
100 EAST MAIN STREET
HAVERHILL, MA 01830

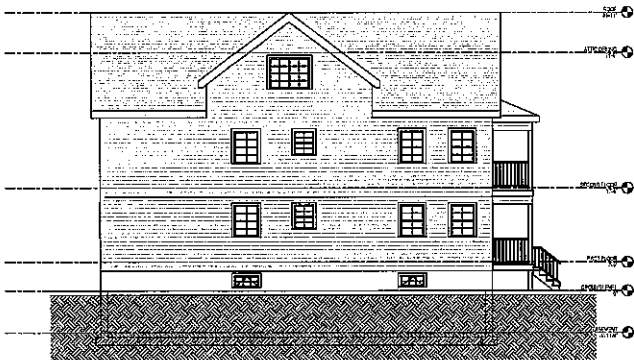
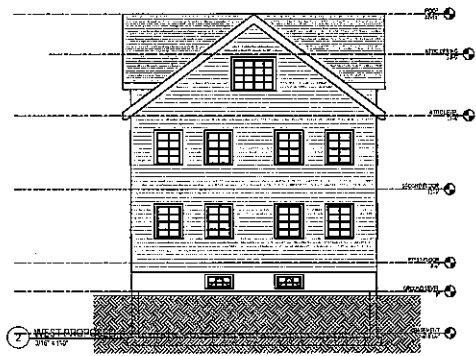
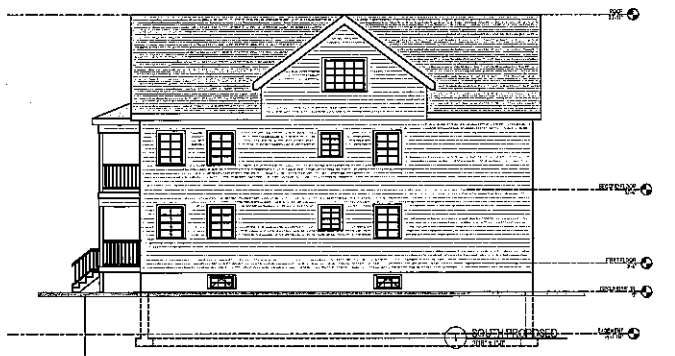
C.B. DEMORLA, CERTIFICATE NO.
JUAN MATEO
PROPERTY OWNER
ARNDT ENTERPRISES, LLC

9-11 NICHOLS ST
HAVERHILL, MA 01830

DATE
PERMIT REQUIRED YES/NO
SCALE: 1/8" = 1'-0"

REVISIONS
1. REVISIONS
2.

PROJECT STATUS
SUBMITTED
APPROVED
BUILDING PERMIT
Design: A 04



DEMOLA
DESIGN BUILD
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9-11 NICHOLS ST
HAVERHILL, MA 01830

OWNER:

PROPERTY ADDRESS:

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

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

REVISIONS:

1. 11/10/2011

2.

3.

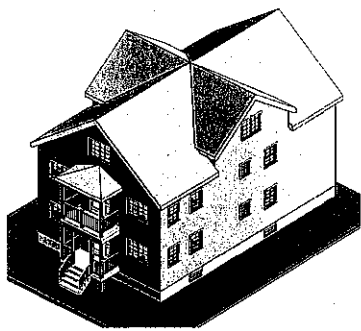
PROJECT STATUS:

STATUS:

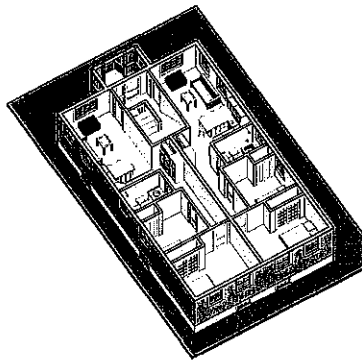
DATE:

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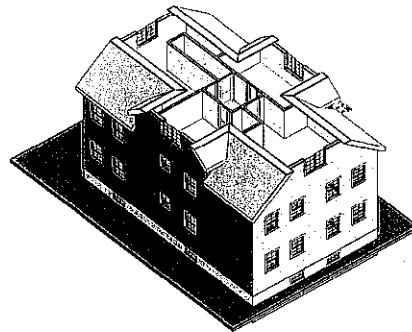
Drawn: A 05



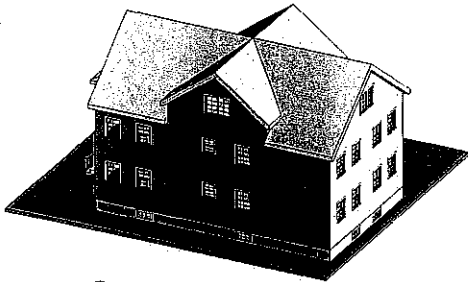
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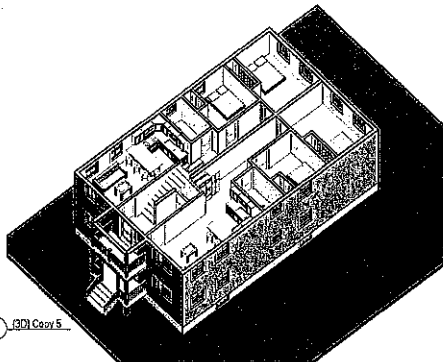
3 301 Copy 6



5 301 Copy 4



2 301 Copy 2



4 301 Copy 5



DEMORLA
DESIGN & BUILD

ALUMINUM DESIGN &
ARCHITECTURE
ALUMINUM DESIGN &
ARCHITECTURE
ALUMINUM DESIGN &
ARCHITECTURE

GENERAL CONTRACTOR
ALUMINUM

PROPERTY OWNER
ALUMINUM

9-11 NICHOLS ST
HAVERHILL, MA 01830

NOTES
PERMITS MUST BE OBTAINED

SCALE: 1/4" = 1'-0" (AS SHOWN)
SCALE: 1/4" = 1'-0" (AS SHOWN)

REVISION 1

1 1/2" = 1'-0" (AS SHOWN)

PROJECT STATUS

1/10/2018

Author

10/10/2018

10/10/2018

10/10/2018

10/10/2018

10/10/2018

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10/10/2018

10/10/2018



NEWICK BRUSH
DESIGN
ALAN KATZ/BRUSH/DESIGN LLC
WWW.DEMOLA.COM

CR. GENERAL CONTRACTOR
ARCHITECT

PROPERTY OWNER
ARTS INTERPRET LLC



9-11 NICHOLS ST
HAVERHILL, MA 01830

NOTES
PROJECT MUST BE OBSERVED
SCALE: AS SHOWN AS SHOWN
SCALE: 1/8" = 1'-0"

REVISIONS
1. 01/22/2014
2.

PROJECT STATUS
01/22/2014
Date
PROJECT PLANS
S 01



CITY OF HAVERHILL
BOARD OF APPEALS FOR ZONES
CITY HALL - 4 SUMMER STREET

NOTICE OF DECISION

YOU ARE HEREBY NOTIFIED OF THE DECISION OF THE BOARD OF APPEALS ON THE
APPLICATION OF:

Astro Enterprise, LLC

BOA 24-28

APPLICANT AND (OWNER IF DIFFERENT)

13 Nichols Street

608

485

6 & 7

SITE LOCATION

ASSESSOR'S MAP BLOCK PARCEL NUMBER

DEED OF PROPERTY RECORDED IN: SOUTHERN ESSEX Book: 41304 Page: 124

This was filed with the Board on 8/14/2024 as signified by the City Clerk's date stamp.

The BOARD, as authorized by §15, Chapter 40A of the M.G.L. held a PUBLIC HEARING on:
October 16, 2024

DATE OF HEARING (CONTINUANCE IF APPLICABLE)

The BOARD'S DECISION by vote to GRANT ~~DENY~~ said application is as follows:
RECORD OF PROCEEDINGS: SEE BELOW MOTION*:

STIPULATION (S):

MOTION MADE BY: Brown SECOND: Soraghan

VOTE ON MOTION WITH/WITHOUT STIPULATIONS:

BOARD	Absent	Yes	No	Abstain	Not Sitting
CHAIRPERSON MORIARTY		✓			
MEMBER SORAGHAN		✓			
MEMBER BROWN		✓			
MEMBER VATHALLY					✓
MEMBER BEVILACQUA		✓			
ASSOC. MEMBER MATIAS					
ASSOC. MEMBER ORTIZ		✓			

THE BOARD CITES THE FOLLOWING AS REASON (S) FOR ITS DECISION:

Astro Enterprise, LLC for Nichols Street (Map 608, Block 485, Lots 6 & 7)

Applicant seeks following dimensional variances to create new building lot and construct new four-family dwelling in a RU zone. Requested relief include variances for Lot 6 include lot area (5,532 sf where 25,000 sf is required), lot frontage (56.61 ft where 100 ft is required), and front setback (10 ft where 25 ft is required), and side setback (11 ft where 20 ft is required) Proposed Lot 7 shall include existing six-family dwelling. Requested variances for Lot 7 include lot area (5,880 sf where 25,000 sf is required), lot frontage (54.5 where 100 ft is required), and side setback (3 ft where 20 ft is required). (BOA 24-28)

No members of the public spoke in opposition to the application. The Applicant informed the Board that the proposed dwelling units will be sold as condominiums. The Applicant noted that wheeled trash carts shall be stored on the left side of the structure and snow storage areas are designated in the front of the property. Snow shall be trucked off-site when needed during significant storm events. The Board found that the application meets the requirements of 255-40.2.2(2). The Board granted the requested variances on a vote of 5 - 0.

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

October 16, 2024

DATE

CHAIRPERSON

[Signature]

[Signature]
Laurie Bevilacqua
Ronda V.B.

*See record of evidence, findings of fact and detailed record of proceedings of the Board of Appeals presented at the hearing and filed with the City Clerk and Planning Board, which is being incorporated herein by reference and considered a part thereof.

Send to:

Attorney Paul Magliocchetti
70 Bailey Boulevard
Haverhill, MA 01830

CERTIFICATION OF DECISION

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

Astro Enterprise, LLC

AND (OWNER IF DIFFERENT)

For a Special Permit and/or Variance for the location at:

13 Nichols Street

STREET NAME AND NUMBER

Has been filed with this Office on: **HAV CITY CLERK OCT30'24 PM 1:32**

And that;

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

The Board Clerk will file in this office, evidence that the **DECISION, NOTICE OF DECISION, and CERTIFICATION OF DECISION** of the Board has been duly recorded and indexed in the Grantor Index under the name of the owner of record (registered land to be noted on the Owner's Certificate of Title) and the Essex County South District Registry of Deeds.

A fee of ten dollars (\$10.00) has been paid by the applicant and a copy of this Certification will be transmitted to the Board of Appeals.

Kaitlin M. Wright

CITY CLERK

HAV CITY CLERK NOV20'24 10:40

DATE

I hereby agree to record this **DECISION, NOTICE OF DECISION, and CERTIFICATION OF DECISION** at the Registry of Deeds as required and in compliance with Chapter 40A of the M.G.L.

I agree to file evidence with the City Clerk attesting that said **DECISION, NOTICE OF DECISION and CERTIFICATION OF DECISION** has been duly recorded as cited above.

Jim M. Deery

BOARD OF APPEALS CLERK

HAV CITY CLERK NOV20'24 10:40

DATE

NOTE: IF THE RIGHTS AUTHORIZED BY VARIANCE, CERTAIN SPECIAL PERMITS, AND FINDINGS OF THE BOARD OF APPEALS ARE NOT EXERCISED WITHIN ONE YEAR OF THE GRANT OF SUCH BOARD'S ACTIONS, SAID RIGHTS SHALL LAPSE.



City of Haverhill, MA

Feb 4, 2025

CCSP-25-1

Fire2 Department Review

City Council Special Permit

Status: Complete**Became Active:** Feb 3, 2025**Assignee:** Robert Irvine**Completed:** Feb 3, 2025

Applicant

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

Primary Location

0 NICHOLS ST
Haverhill, MA 01830

Owner:

ASTRO ENTERPRISE,LLC
351 MAIN ST BOXFORD, MA 01921

Comments

Robert Irvine, Feb 3, 2025

The planning, design and construction of new buildings, renovation of existing buildings and structures to provide egress facilities, fire protection and built-in fire protection equipment shall be in accordance with 780 CMR; and any alterations, additions or changes in buildings required by the provisions of 527 CMR which in the scope of 780 CMR, 10 th edition, shall be made in accordance therewith.

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

This building shall require a NFPA 13 sprinkler system.

Please show that snow storage areas or snow removal procedures are noted

No bark mulch within 18" of the foundation will be allowed



City of Haverhill, MA

Feb 4, 2025

CCSP-25-1

Storm Water Review

City Council Special Permit

Status: Complete

Became Active: Feb 3, 2025

Assignee: Robert Moore

Completed: Feb 3, 2025

Applicant

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

Primary Location

0 NICHOLS ST
Haverhill, MA 01830

Owner:

ASTRO ENTERPRISE, LLC
351 MAIN ST BOXFORD, MA 01921

Comments

Robert Moore, Feb 3, 2025

Limit of Disturbance less than 1 acre. C. 219 n/a



City of Haverhill, MA

Feb 4, 2025

CCSP-25-1

Planning Director Review

City Council Special Permit

Status: Complete**Became Active:** Jan 18, 2025**Assignee:** William Pillsbury**Completed:** Feb 3, 2025

Applicant

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

Primary Location

0 NICHOLS ST
Haverhill, MA 01830

Owner:

ASTRO ENTERPRISE, LLC
351 MAIN ST BOXFORD, MA 01921

Comments

Kaitlin Wright, Feb 3, 2025

@William Pillsbury Please review. I cannot set a date until I receive your review. Thank you!

William Pillsbury, Feb 3, 2025

ok to proceed to setting a hearing date, However applicant shall prior to the hearing file documentation demonstrating how the project complies with recently approved city council rules and regulations for special permits (see doc 92-B) by providing all information necessary for the council to make the required findings detailed in the rules. The city council retains the right to reject as incomplete any application which does not address the applicable review criteria. Detailed narratives shall be filed with the application to accomplish this requirement.

Paul Magliocchetti, Feb 3, 2025

Bill, where do I find doc 92-B?

Kaitlin Wright, Feb 3, 2025

Paul, I will upload a copy of it to the attachments here and notify you once it has been uploaded.

Kaitlin Wright, Feb 3, 2025

Paul, doc 92-B has been uploaded.

ZONING

255 Attachment 1

APPENDIX A
TABLE 1: TABLE OF USE AND PARKING REGULATIONS

[Amended 8-8-1972 by Doc. 197; 8-14-1973 by Doc. 188; 9-17-1974 by Doc. 210-C; 8-12-1975 by Doc. 160-C; 10-12-1976 by Doc. 135-C; 3-22-1977 by Doc. 8-C; 6-6-1978 by Doc. 103-C; 12-18-1979 by Doc. 270-C; 6-10-1980 by Doc. 89-C; 1-12-1982 by Doc. 206-C; 5-11-1982 by Doc. 94; 5-24-1983 by Doc. 65-B; 8-23-1983 by Doc. 56-E; 12-27-1983 by Doc. 184-C; 6-10-1992 by Doc. 52-C; 6-14-1994 by Doc. 59-B; 4-25-1995 by Doc. 48-B; 10-27-1998 by Doc. 128-B; 6-27-2000 by Doc. 79-L; 1-23-2001 by Doc. 137-B; 8-14-2001 by Doc. 97-CC; 8-26-2003 by Doc. 104-B; 4-27-2004 by Doc. 42-B; 2-8-2005 by Doc. 159-B; 3-22-2005 by Doc. 26-B; 6-28-2005 by Doc. 81-B (as corrected 6-27-2006); 10-18-2005 by Doc. 137-B; 2-28-2006 by Doc. 19-BB; 6-10-2008 by Doc. 61-B; 3-9-2010 by Doc. 4-B; 8-10-2010 by Doc. 17-GGG; 6-11-2013 by Doc. 62-B; 8-25-2015 by Doc. 99-B; 1-30-2018 by Doc. 130-B; 3-12-2019 by Doc. 25; 3-12-2019 by Doc. 25-B; 11-10-2020 by Doc. 40-B; 5-10-2022 by Doc. 41-B]

Table of Abbreviations:
Y = Allowed
N = Prohibited
BA = Allowed with Special Permit by Board of Appeals
CC = Allowed with Special Permit by City Council

	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
A. RESIDENTIAL USES															
1. One-family detached dwelling	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	A
2. Two-family dwelling	N	N	N	N	Y	Y	N	N	N	N	N	N	N	N	A
3. Three-family dwelling	N	N	N	N	CC	CC	N	N	CC	N	N	N	N	N	K
4. Multifamily dwelling	N	N	N	N	CC	CC	CC	N	CC	CC	N	N	N	N	K ³
5. Flexible development	CC	CC	CC	CC	N	N	CC	N	N	N	N	N	N	N	A
6. Lodging, boarding, or rooming house	N	N	N	N	BA	BA	N	N	BA	BA	N	N	BA	N	A
7. Congregate care housing	CC	CC	CC	CC	CC	CC	N	N	N	N	CM	N	N	N	J
8. Fraternity or sorority housing, off campus	N	N	N	N	BA	BA	N	N	BA	N	N	N	N	N	A
9. Bed-and-breakfast establishment	N	CC	CC	CC	CC	CC	Y	Y	N	CC	N	N	N	N	L
10. Long-term care facility	N	CC	N	CC	CC	CC	N	CC	CC	CC	Y	N	CC	N	Q
11. Assisted living residence	N	CC	N	CC	CC	CC	N	CC	CC	CC	Y	N	CC	N	Q
12. Expansion of a residential dwelling to contain up to 6 dwelling units where no exterior structural changes are required	N	N	N	N	BA	A	N	N	BA	BA	N	N	N	N	A

HAVERHILL CODE

B. COMMUNITY USES		RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
1. Museum	BA	BA	BA	BA	BA	BA	BA	Y	Y	Y	Y	N	Y	Y	BA	D
2. Historical association or society	BA	BA	BA	BA	BA	BA	Y	Y	Y	Y	Y	N	Y	Y	N	E
3. Use of land or structures for religious purposes on land owned or leased by a religious sect or denomination	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	H
4. Use of land or structures for educational purposes on land owned or leased by the Commonwealth or any of its agencies, subdivisions or bodies politic or by a religious sect or denomination or by a nonprofit educational corporation	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	I,M
5. Child-care center	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	O,—
6. City governmental building, unless otherwise specified	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	E
7. City auditorium	N	N	N	N	N	BA	BA	N	Y	Y	Y	N	Y	Y	N	H
8. City equipment garage	BA	N	N	N	N	N	BA	N	Y	Y	Y	N	N	Y	Y	F
9. City or nonprofit cemetery, including crematorium therein	BA	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	N	N	N	N	None
10. City parking lot or structure	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
11. Essential services	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
12. Private utility, overhead transmission line (15 kilovolts or over), substation, transformer station or similar facility or building	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	N	BA	BA	BA	None
13. Power plant, sewage treatment plant, refuse facility and solid waste disposal facility as defined in MGL c. 16, s. 18, and assigned under the provisions of MGL c. 111, s. 150A	CC	CC	N	N	N	N	N	N	N	N	N	N	N	Y	Y	O
14. Hospital	BA	BA	N	N	N	BA	BA	N	N	BA	BA	Y	N	BA	CC	R
15. Psychiatric hospital or clinic	N	N	N	N	N	CC	CC	N	N	CC	CC	Y	CC	N	N	R
16. Privately operated detention center or jail	N	N	N	N	N	N	N	N	CC	N	CC	N	N	N	N	R,O
17. Drug or alcohol rehabilitation facility	N	N	N	N	N	CC	CC	N	N	CC	CC	Y	N	N	N	R
18. Safe injection facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	

ZONING

	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
C. AGRICULTURAL USES															
1. Agriculture, exempt	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	None
2. Raising and keeping of livestock, horses and poultry, not including the raising of swine or fur animals for commercial use, nonexempt	BA	Y	Y	N	N	N	N	N	N	N	N	N	N	BA	None
3. Commercial stable, nonexempt	BA	Y	N	N	N	N	N	BA	N	N	N	N	N	N	D
4. Greenhouse or stand for wholesale and retail sale of agricultural or farm products raised primarily on the same premises, exempt	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	S
5. Greenhouse or stand for wholesale and retail sale of agricultural or farm products raised primarily on the same premises, nonexempt	P	Y	Y	N	N	N	Y	Y	Y	N	N	N	N	N	S
6. Nursery, including outdoor storage, nonexempt	N	N	N	N	N	N	N	Y	Y	Y	N	N	N	N	D

HAVERHILL CODE

	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
D. RECREATIONAL USES															
1. Indoor recreation facility operated by governmental unit	CC	CC	CC	CC	CC	Y	CC	Y	Y	Y	N	Y	CC	CC	F
2. Outdoor recreation facility operated by governmental unit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
3. Golf course and associated clubhouse	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	B
4. Hunting club and/or target range (rifle, pistol, shotgun and/or bow), subject to the standards specified by the National Rifle Association	BA	BA	N	N	N	N	N	N	N	N	N	N	N	N	T
5. Tennis club, swim club and/or fishing club, outdoor except for accessory buildings	BA	BA	N	N	BA	BA	Y	Y	Y	Y	N	Y	N	N	T
6. Nonprofit day camp or other nonprofit camp	BA	BA	N	N	N	N	N	N	N	N	N	N	N	N	G
7. Noncommercial forestry and growing of all vegetation	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
8. Recreational facility (indoor and operated for profit or nonprofit, including such items as stadium, race track, sports pavilion, etc.), unless otherwise specified	N	N	N	N	N	N	N	CC	CC	CC	N	CC	CC	CC	E

ZONING

E. OFFICE USES	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
1. Office, general or business	N	N	N	N	N	N	N	Y	Y	Y	N	Y	Y	Y	E
2. Bank and other financial institution	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	N	D
3. Office, professional	N	N	N	N	N	BA	Y	Y	Y	Y	N	Y	Y	Y	D,E
4. Office, medical or dental office or clinic	N	N	N	N	N	BA	Y	Y	Y	Y	Y	Y	Y	Y	C

HAVERHILL CODE

F. RETAIL AND SERVICE USES	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
1. General retail and business, business and/or consumer service establishments, unless otherwise specified (See auto-oriented and/or bulk storage activities, and entertainment, eating and/or drinking establishments)	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y	N	C
2. Retail use in excess of 50,000 square feet of gross floor area	N	N	N	N	N	N	CC	Y	CC	CC	N	N	N	N	C
3. Convenience retail	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y	N	C,D
4. Personal service establishment	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y	N	C
5. Health care services	N	N	N	N	N	N	N	N	N	N	Y	N	N	Y	C
6. Heating and air conditioning, sales and installation	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	N	E
7. Antique sales	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y	N	D
8. Furniture sales	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	N	D,—
9. Furniture, nonretail	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	D
10. Landscaping and gardening equipment, retail sales (no outdoor storage)	N	N	N	N	N	N	N	Y	Y	Y	N	N	N	N	D
11. Lumber and/or building materials sales	N	N	N	N	N	N	N	BA	BA	N	N	N	Y	Y	G
12. Miscellaneous business machines, computer and equipment repair service	N	N	N	N	N	N	N	Y	Y	Y	N	N	BA	Y	E
13. Monument and tombstone sales	N	N	N	N	N	N	N	BA	BA	N	N	N	N	N	F
14. Sales by vending machine as principal use	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	N	U
15. Swimming pools and related equipment sales	N	N	N	N	N	N	N	Y	Y	N	N	N	BA	N	E
16. Body art establishment, subject to compliance with Board of Health Regulations	N	N	N	N	N	N	N	Y	Y	Y	N	Y	Y	Y	

ZONING

G. EATING, DRINKING, AND ENTERTAINMENT ESTABLISHMENTS	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
1. Restaurant, coffee shop, diner, luncheonette, and sandwich shop, without drive-through	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y	N	V
2. Restaurant, coffee shop, diner, luncheonette, and sandwich shop, with drive-through	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	W
3. Amusement facility and/or amusement park and/or amusement arcade (except in the CBD)	N	N	N	N	N	N	N	BA	BA	N	N	N	BA	BA	B
4. Cocktail lounge or bar, with no live entertainment and/or dancing *Special permit from BA required in Washington Street Historic District	N	N	N	N	N	N	BA	Y	Y	Y*	N	N	Y	N	V
5. Cocktail lounge or bar, with live entertainment and/or dancing	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	N	V
6. Cafeteria	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y	N	V
7. Dairy bar, without drive-through	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y	N	V
8. Dairy bar, with drive-through	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	W
9. Membership club, lodge or society	N	N	N	N	N	N	N	Y	Y	Y	N	N	CC	N	V
10. Motion picture or theatre establishment, indoor	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	N	V
11. Motion picture or theatre establishment, outdoor	N	N	N	N	N	N	N	Y	N	N	N	N	Y	N	None, Y
12. Pool hall	N	N	N	N	N	N	N	N	Y	Y	N	N	Y	N	D
13. Bowling alleys	N	N	N	N	N	N	N	Y	Y	Y	N	N	BA	N	X
14. Adult use (see § 7.9)	N	N	N	N	N	N	N	N	CC	N	N	N	CC	N	C

HAVERHILL CODE

H. MOTOR VEHICLE AND MARINE RELATED USES	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
1. Motor vehicle station (fuel/service station), not to include the sale of more than 1 vehicle at any one time	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	C
2. Motor vehicle body and paint shop (no outdoor storage of equipment or parts and not to include the sale of more than 1 vehicle at any one time)	N	N	N	N	N	N	N	Y	BA	BA	N	N	N	N	D
3. Motor vehicle dealer, new and/or used, sales and/or rentals, includes usual motor vehicle body and repair services	N	N	N	N	N	N	N	CC	CC	CC	N	N	CC	N	E
4. Motor vehicle garage (general repairs, no outdoor storage of equipment or parts and not to include the sale of more than 1 vehicle at any one time)	N	N	N	N	N	N	N	Y	Y	Y	N	N	N	N	D
5. Motor vehicle supplies, parts and accessories, retail sales (no outdoor storage)	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	N	E
6. Motor vehicle wash	N	N	N	N	N	N	N	Y	Y	N	N	N	Y	N	F
7. Motorcycle sales and service	N	N	N	N	N	N	N	Y	BA	N	N	N	N	N	F
8. Mobile home and/or trailer sales and/or rental (not to be occupied on the site)	N	N	N	N	N	N	N	Y	BA	N	N	N	N	N	E
9. Truck sales or rental	N	N	N	N	N	N	N	Y	BA	N	N	N	N	N	F
10. Heavy equipment sales or rental	N	N	N	N	N	N	N	Y	BA	N	N	N	Y	Y	F
11. Boat marina and supply sales	CC	N	N	N	N	N	N	Y	Y	Y	N	N	Y	N	F

ZONING

1. MISCELLANEOUS COMMERCIAL USES	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
1. Blueprinting, photostating, or custom printing	N	N	N	N	N	N	Y	Y	Y	Y	N	Y	Y	Y	E
2. Business machine and equipment repair service	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	E
3. Catering service	N	N	N	N	N	N	N	BA	BA	BA	N	N	Y	Y	F
4. Commercial parking lot or structures	N	N	N	N	N	N	N	Y	Y	Y	N	Y	Y	N	None
5. Contractors	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	None
6. Delivery service and/or parcel post processing plant	N	N	N	N	N	N	N	BA	BA	N	N	Y	Y	Y	E
7. Dry-cleaning and/or linen supply processing plant	N	N	N	N	N	N	Y	Y	Y	Y	N	Y	Y	Y	C
8. Dry-cleaning pickup station	N	N	N	N	N	N	BA	BA	BA	BA	N	BA	BA	BA	C
9. Dry-cleaning pickup station and processing facility not to exceed 4,000 square feet gross floor area	N	N	N	N	N	N	N	N	N	N	N	N	N	N	E
10. Fuel distributor	N	N	N	N	N	N	N	Y	Y	N	N	N	Y	N	E
11. Fuel storage tanks (aboveground) for fuel distribution	N	N	N	N	N	N	N	BA	BA	N	N	N	BA	N	E
12. Funeral home or establishment	N	N	N	N	BA	BA	N	Y	Y	Y	N	N	N	N	D
13. Home-improvement contractor, cabinet maker, kitchen or bathroom equipment sales, electrical or plumbing shop (with no outdoor storage)	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	E
14. Home-improvement contractor, cabinet maker, kitchen or bathroom equipment sales, electrical or plumbing shop (with outdoor storage)	N	N	N	N	N	N	N	BA	BA	N	N	N	Y	N	E
15. Hotel or motel	N	N	N	N	N	N	N	CC	CC	CC	N	CC	CC	CC	J
16. Janitorial service firm	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	N	F
17. Landscaping service company	N	N	N	N	N	N	N	Y	Y	N	N	N	N	N	E
18. Landscaping/snow plowing	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	None
19. Professional and/or business schools for profit (includes dance, music, art, other professional and/or business schools)	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	N	I
20. Trade school, for profit	N	N	N	N	N	N	N	N	N	Y	N	Y	Y	Y	I
21. Animal day clinic	N	N	N	N	N	N	N	BA	N	N	N	N	N	N	D

HAVERHILL CODE

I. MISCELLANEOUS COMMERCIAL USES (cont'd)	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
22. Kennel or veterinary hospital in which all animals, fowl or other forms of life are completely enclosed in pens or other structures	BA	BA	N	N	N	N	N	BA	N	N	N	N	N	N	D
23. Commercial communications and/or television tower, provided that it shall be at least 500 feet from any R District	BA	N	N	N	N	N	N	BA	BA	BA	N	BA	BA	BA	None

ZONING

	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OF	BG	BP	PC
J. WHOLESALE, TRANSPORTATION, INDUSTRIAL USES															
1. Removal of sand, gravel, quarry or other raw material	N	CC	N	N	N	N	N	N	N	N	N	N	N	CC	O
2. Low level radioactive waste disposal and/or treatment facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
3. Processing and treating of raw materials, including operations appurtenant to the taking, grading, drying, sorting, crushing, grinding and milling operations	N	N	N	N	N	N	N	N	N	N	N	N	N	CC	O
4. Construction industry, including suppliers	N	N	N	N	N	N	N	BA	N	N	N	N	Y	Y	O
5. Manufacturing, assembling and/or processing of manufactured products	N	N	N	N	N	N	N	Y	N	BA	N	N	Y	Y	O
6. Laboratory for research and development work or establishment engaged in specialized manufacturing, and uses accessory thereto, provided that all activities shall be conducted within enclosed structures	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	O
7. Corporate headquarters or research center	N	N	N	N	N	N	N	Y	Y	Y	N	Y	Y	Y	O
8. Bakery plant	N	N	N	N	N	N	N	N	N	BA	N	N	Y	Y	O
9. Railroad yard and railway express service	N	N	N	N	N	N	N	N	N	Y	N	N	Y	Y	F
10. Truck terminal, motor freight terminal, warehousing	N	N	N	N	N	N	N	BA	N	N	N	N	Y	Y	O
11. Interstate truck terminal	N	N	N	N	N	N	N	N	N	N	N	N	N	BA	O
12. Bus or railroad passenger terminal	N	N	N	N	N	N	N	Y	Y	Y	N	N	Y	N	B
13. Airport or heliport	N	N	N	N	N	N	N	CC	CC	N	N	CC	CC	CC	B
14. Other transportation service	N	N	N	N	N	N	N	BA	BA	BA	N	BA	BA	N	B
15. Wholesale operation	N	N	N	N	N	N	N	Y	Y	Y	N	BA	Y	Y	F
16. Mini- or self-storage warehouse	N	N	N	N	N	N	N	BA	N	N	N	N	BA	BA	G

HAVERHILL CODE

J. WHOLESALE, TRANSPORTATION, INDUSTRIAL USES (cont'd)	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
17. Open storage of raw materials, furnished goods or construction equipment and structures for storing such equipment, provided that it shall be screened from outside view and all entrances shall have a solid gate at least 6 feet in height	N	N	N	N	N	N	N	N	N	N	N	N	BA	BA	None
18. Junkyard, provided that it is enclosed by a 6-foot masonry wall with solid gates and no repair or storage is carried on outside such wall	N	N	N	N	N	N	N	N	N	N	N	N	BA	N	Z
19. Hazardous waste treatment, disposal and/or storage facility as defined under Massachusetts Department of Environmental Quality Engineering (Protection) Hazardous Waste Regulations 310 CMR 30.00 et seq. shall not be permitted as a sole and principal use	N	N	N	N	N	N	N	N	N	N	N	N	N	N	—

ZONING

K. ACCESSORY USES	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
1. Accessory apartment	BA	BA	BA	BA	BA	BA	BA	N	N	N	N	N	N	N	J
2. Accessory dwelling unit in a commercial or industrial area for a caretaker or resident employee	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	None
3. Home occupation	BA	BA	BA	BA	BA	BA	Y	Y	Y	N	N	N	N	N	D
4. Family day-care home, small	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
5. Family day-care home, large	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	N	BA	BA	BA	None
6. Adult day-care home	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	None
7. Accessory activities of corporate headquarters, research facility, office, utility company, printing operation, motor vehicle repair or service, but no outdoor storage	N	N	N	N	N	N	N	Y	Y	Y	N	Y	BA	Y	None
8. Accessory building such as a private garage, playhouse, greenhouse, toolshed or similar accessory structures, subject to provisions of Section 4.0	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	None
9. Accessory swimming pool, subject to provisions of Section 4.0	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	None
10. Accessory private garage for not more than 3 noncommercial motor vehicles and, except on a farm, not more than 2-ton rated or less in size commercial motor vehicle	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
11. Accessory storage of commercial vehicle, exceeding 24 feet in length or 2-ton rating	N	N	N	N	N	N	Y	Y	Y	Y	N	Y	Y	Y	None
12. Accessory storage of 1 trailer, 1 unregistered automobile and/or boat:															

HAVERHILL CODE

K. ACCESSORY USES (cont'd)	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
A. Within any R or S District, provided that it shall be stored within a principal or an accessory building or if stored outdoors not within the required front yard or within required side yards, and it shall not be used for dwelling or sleeping purposes	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	None
B. Within any C or I District, provided that it shall not be used for dwelling or sleeping purposes	N	N	N	N	N	N	Y	Y	Y	Y	N	Y	Y	Y	None
13. A trailer or mobile home for each contractor or subcontractor for temporary use on a construction site subject to Section 3.2.2.1	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
14. Temporary mobile home subject to Section 3.2.2.3	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	J
15. Wall, fence or similar man-made enclosure without the use of barbed or razor wire, provided that it be:															
A. Not more than 6 feet in height	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	None
B. Not more than 10 feet in height, provided that nonresidential use shall limit such enclosures to not more than 6 feet in height except by special permit	N	N	N	N	N	N	Y	Y	Y	Y	N	Y	Y	Y	None
16. Up to 3 lodgers or boarders in an existing dwelling, provided that the exterior of the structure is not altered	N	N	N	N	BA	BA	Y	Y	Y	Y	N	N	N	N	M
17. Accessory telephone answering service, provided that there is no exterior alteration that would serve to change the character of the structure and it does not occupy more than 25% of the gross floor area	BA	BA	BA	BA	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
18. Accessory retail or wholesale business activity selling products produced in part or in whole on the premises, provided that such activity does not occupy more than 25% of the gross floor area	N	N	N	N	N	N	N	N	N	Y	N	BA	Y	Y	None

ZONING

K. ACCESSORY USES (cont'd)	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
19. Accessory keeping of birds or animals as domestic pets, subject to approval by the Board of Health	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
20. Any accessory activities necessary in connection with scientific research or scientific development or related productions	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	Y	BA	BA	BA	None
21. (Reserved)															
22. Storage containers and structures, subject to compliance with § 3.2.4	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	None

Notes to Use Table

- A. With the exception of Interstate Route 495, no automobile service station shall be built within a 500-foot radius of the property line of an already existing automobile service station. On Interstate Route 495, no automobile service station shall be built within 500 feet of the property line of an already existing automobile service station on the same side of the highway.
- B. Trailers shall be prohibited in any district, except as provided for in this item.
- C. Access from any R or S Zoning District to an existing roadway which must pass through or into any other R or S Zoning or through any C or I District is permitted.
- D. Access from any I or C Zoning District to an existing roadway which must pass through or into any other I or C Zoning District is permitted.
- E. Access from any I or C Zoning District to an existing roadway which must pass through an R or S Zoning District may be permitted by a special permit issued by the Board of Appeals.
- F. Over three coin-operated machines, as defined in Chapter 104 of the Code, in any establishment other than bars, clubs and bowling alleys and skating rinks, constitute an amusement arcade (under the general category of amusement facility) allowed only in CH, CG, BG, and BP⁽¹⁾ Zones throughout the City (except for the central business district as defined below where arcades shall not be allowed) which requires a special permit from the Board of Appeals. The sale and/or consumption of alcoholic beverages shall be prohibited in all amusement arcades. For the purpose of this section, the central business district is defined as that area enclosed by the following boundaries: Starting at the point of intersection of Mill Street and Girty Boulevard southerly along the project center line of Mill Street to the Merrimack River floodwall; thence westerly along the floodwall to its intersection of Mill Street and Girty Boulevard; thence northerly along the railway line to its intersection with the projected center line of Granite Street; thence northeasterly along the center lines of Granite Street and Locust Street to Walnut Street; thence southwesterly along the center line of Walnut Street to Bailey Boulevard; thence easterly along the center lines of Bailey Boulevard and Girty Boulevard to the point of origin.
- G. Unless specifically exempted by the Building Inspector because of exceptional architectural design and/or site considerations, new single- and two-family structures shall be designed so that the principal facade, i.e., that facade containing the principal entrance (front door), shall be basically parallel to the front lot line.
- H. Once a principal facade has been established for any structure or building, whether existing or new, the area between such facade and the adjacent street or public approach to the structure or building shall not be built upon or used for an unattached building or structure in excess of 10 feet in height. This shall apply to the RU and RH Zoning areas only.

Tag Day Permit · Add to a project



Expiration Date

Complete



12.5.1

TAGD-25-3



Details

Submitted on Jan 30, 2025 at 12:29 pm



Attachments

0 files



Activity Feed

Latest activity on Jan 31, 2025

FEB 4 AM 10:43
HAYCITYCLERK

Applicant

Deb schultz



0



Location

--

View By

Edit Workflow



City Clerk Review

Completed Jan 31, 2025 at 1:28 pm



City Clerk Approval

Completed Jan 31, 2025 at 1:28 pm



Police Approval

Completed Jan 31, 2025 at 2:59 pm



KL



City Council Approval

Completed Feb 04, 2025 at 10:34 am



MB



Tag Day Permit Issued
Issued Feb 04, 2025 at 10:34 am

Details

Organization Information

Edit

Organization*

Pan Mass Challenge

Organization Phone*

7814495300

Organization Address*

77 4th Ave

Organization City*

Needham

Organization State*

MA

Organization Zip*

02494

Is the Organization Tax Exempt?*

Yes

Is the Organization Non-Profit?*

Yes

Is your organization affiliated with the
Haverhill Public School system?

No

Is the Applicant a Haverhill Resident* ⓘ

Yes

Off-Street Locations Information [OFF-STREET LOCATIONS NOT
PERMITTED]

Edit

How Many Locations Will You Cover?*

2

Location 1* ?

Market Basket Westgate

Location 2*

Market Basket Riverside

Date Information -MAXIMUM 3 CONSECUTIVE DAYS**Edit****How Many Dates Will the Event Include?***

2

Date #1*

05/02/2025

Date #2*

05/03/2025

CITY COUNCIL

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



15.1

CITY HALL, ROOM 204
4 SUMMER STREET
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WWW.CITYOFHAVERHILL.COM
CITYCOUNCIL@HAVERHILLMA.GOV

CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

February 7, 2025

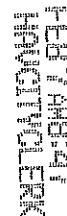
To: President and Members of the City Council

Councilor Ferreira wishes speak about the Overnight Warming Center at the UU Church of Haverhill and provide an update regarding the ongoing efforts to offer a safe, warm space on extremely cold evenings.


Councilor Devan Ferreira

LAR

Meeting: 2.11.25





19

Document 19

CITY OF HAVERHILL

In Municipal Council January 28 2025

RECEIVED
CITY CLERK
JAN 29 2025

new
1611

Ordered:

Silver Hill Elementary School Roof Schematic Design Bonds

That the City appropriate the amount of Three Hundred Thousand Dollars (\$300,000.00) for the purpose of paying costs of conducting a schematic design for roof replacement related to the Silver Hill Elementary School located at 675 Washington Street in Haverhill, Massachusetts, including the payment of all costs incidental or related thereto, and for which the City of Haverhill may be eligible for a grant from the Massachusetts School Building Authority (the "MSBA"), said amount to be expended under the direction of the Haverhill Public Schools Facilities Director. To meet this appropriation the City of Haverhill Treasurer, with the approval of the Haverhill City Council is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44 and/or M.G.L. Chapter 70B, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. The City of Haverhill acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the City of Haverhill incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City of Haverhill; provided that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City of Haverhill and the MSBA.

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

PLACED ON FILE for at least 10 days

Attest:

City Clerk

Loan Order



MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

January 23, 2025

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

From: Mayor Melinda E. Barrett

RE: Loan Order for \$300,000.00 for Silver Hill Elementary School Schematic Design Bonds

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

Please see attached loan order for \$300,000.00 for the purpose of paying costs of conducting a schematic design for roof replacement related to Silver Hill Elementary School located at 675 Washington Street, Haverhill, MA. This item must remain on file for 10 days.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



19-B

Document 19-B

CITY OF HAVERHILL

In Municipal Council January 28 2025

16.2

2025 JAN 28 PM 3:00

Ordered:

John G. Whittier Middle School Feasibility Study Bonds

Loan Order

That the City hereby appropriates the amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00) for the purpose of paying costs of conducting a feasibility study related to the repair, replacement, or addition to John G. Whittier Middle School located at 256 Concord Street in Haverhill, Massachusetts, including the payment of all costs incidental or related thereto, and for which the City of Haverhill may be eligible for a grant from the Massachusetts School Building Authority (the "MSBA"), said amount to be expended under the direction of the John G. Whittier Middle School Building Committee. To meet this appropriation, the City of Haverhill Treasurer, with the approval of the Haverhill City Council is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44 and/or M.G.L. Chapter 70B, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor. The City of Haverhill acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the City of Haverhill incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City of Haverhill; provided that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the City of Haverhill and the MSBA.

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

PLACED ON FILE for at least 10 days

Attest:

City Clerk



MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

January 23, 2025

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

From: Mayor Melinda E. Barrett

RE: **Loan Order for \$ 1,200,000.00 for John Greenleaf Whittier Middle School Feasibility Study Bonds**

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

Please see attached loan order for \$1,200,000.00 for the purpose of paying costs of conducting a feasibility study related to the repair, replacement, or addition to John Greenleaf Whittier Middle School located at 256 Concord Street, Haverhill, MA. This item must remain on file for 10 days.

I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



DOCUMENT 22

CITY OF HAVERHILL

In Municipal Council January 28 2025

16.3

ORDERED:

HAU CITY CLRK JAN23'25 1305

MUNICIPAL ORDINANCE

CHAPTER 240

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, as amended, be further amended by adding the following to § 240-98 Schedule P: Heavy Commercial Vehicles:

NAME OF STREET	LOCATION OF EXCLUSION	EXCLUSION TYPE	EXCLUSION TIMES
Forest Street	Broadway to West Lowell Avenue	All vehicles over 2 ½ tons	24 Hours 7 days

APPROVED AS TO LEGALITY:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk



Haverhill

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

January 23, 2025

HAV CITY CLERK JAN23'25 1305

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

**Subject: *Forest Street - Heavy Commercial Vehicle Exclusion
(HCVE)***

MassDOT has agreed with the Engineering Study the City had performed, which recommended HCVE on Forest Street between Broadway and West Lowell Avenue. State approval was held up for a few years while the project to reconstruct much of Broadway was completed and closed out.

I recommend approval of the Ordinance. Please contact me if you have any questions.

Sincerely,

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

C: Mayor Barrett, Ward, Pistone, Mead, Fallon

PROCLAMATION

BLACK HISTORY MONTH

WHEREAS, Black History Month was created by Carter Woodson in 1926 to highlight the contributions made to the history of our country that for years had been omitted; and

WHEREAS, African Americans have contributed greatly to the success of our country in society, business, government, and the arts and sciences; and

WHEREAS, the African American community has endured decades of struggle to be recognized as equal among our fellow citizens; and

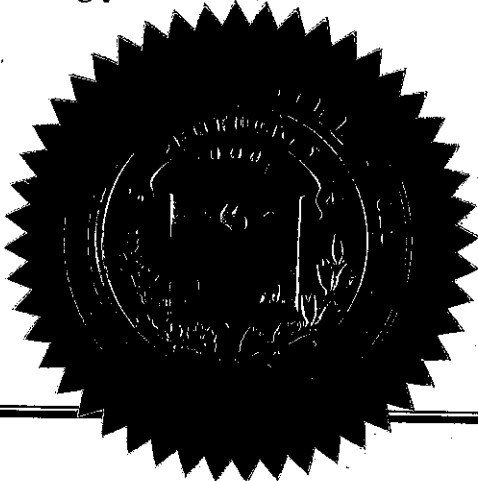
WHEREAS, the African American community has persevered through hate and bigotry to stand up for their rights and the basic rights we are all entitled to - life, liberty and the pursuit of happiness; and

WHEREAS, during February our nation takes pause to reflect on the injustices and struggles hardly fought and overcome by African Americans throughout our nation's history, and to pay tribute to the battles they have fought in the name of equality;

NOW, THEREFORE, I, MELINDA E. BARRETT, DO HEREBY PROCLAIM
February 11th, 2025, as

BLACK HISTORY MONTH

And urge all the citizens of Haverhill to take cognizance of this event and participate fittingly in its observance.



IN WITNESS WHEREOF, I here unto
Set My Hand And Caused The Seal Of
The City Of Haverhill To Be Affixed This
11th Day Of February In The Year Of
Our Lord Two Thousand and Twenty-
Five

MELINDA E. BARRETT, MAYOR



MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

(17,1)

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

RECEIVED
CITY CLERK
FEB 10 2025

February 6, 2025

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

From: Mayor Melinda E. Barrett

RE: Recognition of Black History Month

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

I, Mayor Barrett request to present a proclamation recognizing February 2025 as Black
History Month in the City of Haverhill.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em

CITY COUNCIL

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



CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978-374-2328
FACSIMILE: 978-374-2329
WWW.CITYOFHAVERHILL.COM
CITYCOUNCIL@HAVERHILLMA.GOV

18.1

February 7, 2025

To: President and Members of the City Council

Councilor LePage wishes to announce the next Administration and Finance Committee Meeting to be held on February 18, 2025 at 6:00 pm.


Councilor Colin LePage 

Meeting: 2.11.25

RECEIVED
FEB 11 2025
CITY OF HAVERHILL

CITY COUNCIL

Thomas J. Sullivan, *President*
Timothy J. Jordan, *Vice President*
John A. Michitson
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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

PUBLIC MEETING NOTICE

February 6, 2025

To: Kaitlin M. Wright, City Clerk

Re: Administration & Finance Committee Meeting
Tuesday, February 18, 2025, 6:00 PM

Dear Ms. Wright:

Please be advised, I have scheduled an Administration & Finance Committee meeting for **Tuesday, February 18, 2025, at 6:00 PM** in the City Council Chambers, Room 202, City Hall, 4 Summer Street.

The purpose of this meeting is to discuss the following:

1. Annual review of Council Rules and Regulations
2. Document 20-D: Historic Signage Program
3. Document: 37: Article IV City Solicitor

Sincerely,

Colin LePage

Colin LePage, Chairperson
Administration and Finance Committee
Haverhill City Council

(LAR)

CL:LAR

c: Mayor Melinda E. Barrett, A&F Committee Members, City Council, Christine Lindberg, HC Media

RULES AND REGULATIONS OF THE CITY COUNCIL

ORGANIZATION

Rule 1. The City Council shall meet for organization at ten o'clock in the forenoon on the first Monday of January following the regular municipal election and the members of the City Council shall severally make oath, before the City Clerk or a justice of the peace, to perform faithfully the duties of their respective office, except any member-elect not present shall make oath at the first regular meeting of the City Council thereafter which s/he attends.

For the purpose of organization, the City Clerk shall be temporary Chair until the President and Vice President are elected. The City Clerk shall open nominations and each candidate shall be nominated by name only and require a second to be considered. No other comment or information shall be made during the open nomination period. Once completed, the City Clerk shall close nominations and call the roll for elections. President nominee(s) must have a minimum of one year's experience on the Haverhill City Council to qualify for election.

The City Council shall, by majority vote of all members elected, elect a President and Vice President from its own members; and the persons elected shall likewise make oath to perform faithfully the duties of the respective offices to which they are so elected at the same meeting, except any member-elect not present shall make oath at the first regular meeting of the City Council thereafter which s/he attends.

The following year, the first Tuesday of January at 7:00 o'clock P.M., the members of the City Council shall meet for the purpose of organization for the election of President and Vice President in the same manner as the inaugural election.

Under the direction of the Chairperson of the Administration & Finance Committee and within the first sixty (60) days of each new legislative session, the members of the City Council shall vote to approve, amend, add, disapprove, or delete from its Rules and Regulations. The City Council may also amend, add, or delete from its rules throughout the year as also stated in Rule 34 with the majority approval of the full City Council.

REGULAR MEETINGS

Rule 2. Regular meetings of the City Council shall be held every Tuesday at 7:00 o'clock P.M. except in June there shall be a meeting on the first, third and fourth Tuesday except when June has five Tuesdays then it will be first, third and fifth. From July until the second Tuesday after Labor Day, the Council shall meet every other week beginning with the second Tuesday of July. In September, starting with the second Tuesday after Labor Day, the Council shall return to its regular weekly schedule. The meeting(s) scheduled for the Tuesday before Thanksgiving and the Tuesday of the Christmas holiday week shall not be included in the Council's annual calendar of meetings. The meetings shall be held in the City Council Chambers, City Hall, unless a majority of the full Council votes to hold a meeting at an alternative location at least six days prior to such change. The City Council may at any meeting, by a majority vote, discontinue or add any further meetings not scheduled so long as such action is posted at least forty-eight (48) hours in advance in compliance with the Massachusetts Open Meeting Law (M.G.L. c.30A sections 18-25).

HOLIDAYS

Rule 2A. Whenever the day set by these rules for any meeting of the City Council shall fall upon or immediately after a Monday holiday, then such meeting shall not be included in the Council's annual calendar of meetings.

MEETINGS OPEN TO PUBLIC

Rule 3. Except in the case of executive sessions, all meetings of the City Council and of City Council Committees thereof shall be open to the public, and the presiding officer of the City Council shall in his/her sole discretion provide that citizens shall have up to three (3) minutes, unless a longer period is deemed necessary by the presiding Councilor to be heard at any such meeting in regard to any matter considered there. All meetings of the City Council shall conform to the Massachusetts Open Meeting Law.

SPECIAL MEETINGS

Rule 4. The President, or in his/her absence the Vice President, of the City Council, or any four members thereof, may at any time call a special meeting by causing written notices, stating the time of holding such meeting and signed by the person or persons calling the same, to be delivered in hand or by electronic communication to each member of the City Council at least forty-eight (48) hours before the time of such meeting, and posted per the Massachusetts Open Meeting Law.

Every notice for a special meeting shall specify the subject(s) to be acted upon and the place and time where the meeting is to take place.

QUORUM

Rule 5. Six (6) members of the City Council shall constitute a quorum.

REMOTE PARTICIPATION

Rule 6. Remote participation of City Council meetings shall be conducted in accordance with the Code of the City of Haverhill, Chapter 66, Article III.

PRESIDING OFFICER

Rule 7. The President, if present, shall preside at the meetings. In the absence of the President, the Vice President of the City Council shall preside or, in the absence of both, the next available Councilor in order of seniority in service on the City Council shall preside if s/he desires during the absence of both the President and the Vice President.

VACANCY IN THE OFFICE OF PRESIDENT OR VICE PRESIDENT

Rule 8. If the office of President becomes vacant, the Vice President shall assume duties of the President or if the office of Vice President becomes vacant, the City Council, in the manner provided in Rule 1, shall at the next regularly scheduled meeting elect one of its

members to fill such office for the unexpired term, provided that no such vacancy shall be filled so long as there is a vacancy in the City Council.

DUTIES OF PRESIDING OFFICER

Rule 9. The presiding officer shall preserve decorum and order, may speak to points of order in preference to other members; shall decide all questions of order, subject to any appeal to the City Council, regularly seconded; and no other business shall be in order until the question on the appeal shall have been decided. The vote upon the appeal from the ruling of the chair shall be by roll call and shall stand unless a majority of the votes are to the contrary. The chair shall be allowed to vote on any question of appeal.

The presiding officer or his/her designee shall report all votes and the presiding officer shall then declare the result, and if the result be in doubt, may call for a roll call vote. Such declaration, if not the result of a roll call, shall stand unless it is reversed by a roll call called for by any member.

RELINQUISHING THE CHAIR

Rule 10. When the presiding officer desires to relinquish the chair, s/he shall call upon the Council Vice President, and, if not present, s/he shall call upon the next available Councilor in order of seniority in service on the City Council but such substitution shall not continue beyond the will of the presiding office so relinquishing the chair or beyond any adjournment, except as hereafter provided. For practical and logistical purposes, at all Council meetings the Vice President shall sit to the immediate right hand of the President, (chair 4) and with at-large Councilors seated in descending order of election and ward Councilors seated in order of the ward they represent (1, 2, 3, 4, 5, 6, and then 7), all as arranged by the President.

If the presiding officer wishes to present an agenda item or participate in any subject under debate, s/he shall relinquish the chair as above provided and shall not resume the chair until that particular agenda item is concluded.

The presiding officer may, however, express a final opinion on any subject in which debate has concluded, without relinquishing the chair.

COMMITTEES

Rule 11. The President of the City Council shall appoint all standing committees, all special committees, shall fill any committee vacancy and designate the rank of the members of each committee unless specifically directed otherwise by a majority of the council. There shall be the following standing committees:

1. Administration & Finance Committee (A&F): Department of Finance & Records; and Law
2. Natural Resources & Public Property Committee (NRPP): Water and Wastewater; Energy Conservation; Conservation Commission; Public Buildings; Assessors; Parks and Playgrounds
3. Planning & Development Committee (P&D): Department of Community Planning and Development; Planning Department; Engineering; Information Technology.

4. Public Health, Safety & Works Committee (Public Safety): Department of Law Enforcement; Department of Fire Safety Services; Public Works; Public Health.
5. Citizens Outreach Committee: Constituent and Neighborhood Groups

The City Councilor responsible for initiating an item at an official Council meeting, which is then forwarded to the Mayor, City Department Head(s) or Committee(s) for further study and review, is personally and solely responsible for facilitating all necessary steps for that item's final disposition. The procuring Councilor must also make him/herself available at all of the Committee meeting(s) upon which said item is to be reviewed. The Committee Chairperson shall make reasonable efforts to set the meeting date(s) to accommodate the procuring Councilor's schedule. However, if the Chairperson believes that the issue at hand cannot be delayed, a meeting may be called without the procuring Councilor in attendance. In which case, the item can be acted upon, continued, or disposed. Failure or inability of procuring Councilor to attend the meeting to which the item is scheduled to be heard shall result in said item being dealt with without the procuring Councilor's participation or being continued to the next meeting of the Committee.

Each Committee Chairperson shall ensure items referred to Committee be reported on as soon as reasonably possible after item is referred. On any item submitted to Committee of the City Council, the President shall have final authority as to which Committee or to which department an item will be forwarded to. Any item submitted to Committee of the City Council shall be reported back to the City Council with recommendation(s) for action, if any whenever reasonably possible. The City Council Vice President shall ensure that items referred to Committee be updated on within 30 days of referral by the Committee Chairperson at the end of a Council meeting agenda order of business #18. Items that cannot be reported out or acted upon within 60 days may be transferred to a long-term study list as detailed in Rule 28.

The meetings of the standing committees of the City Council shall be held on Mondays, Wednesdays or Thursdays no earlier than 6:00 PM in the City Council Chambers, Room 202, except in cases where the subject matter to be discussed is deemed by the Committee Chairperson to be more appropriate at another day, time or place. All Committee meetings shall be scheduled in compliance with the Massachusetts Open Meeting Law.

SUFFICIENCY OF VOTE

Rule 12. The affirmative vote of a majority of all the members elected to the City Council shall be necessary for the passage of any order, ordinance, resolution, or vote except as noted herein or otherwise provided by the General Laws. The affirmative vote of a majority of the members present shall be sufficient to adjourn any meeting of the City Council.

COUNCIL VOTES NECESSARY PLAN A

Annual Budget	Majority	6 votes
Salary Appropriation	Majority	6 votes
Salary Ordinance (increase)	2/3	8 votes
Loan Orders	2/3	8 votes
Transfer from one department	2/3	8 votes

	to another (C.44 S.33B)		
	Transfer within department	Majority	6 votes
	Eminent Domain	2/3	8 votes
*	Zoning ordinances and amendments	2/3 or Majority	8 or 6 votes
**	Zoning Special Permits	2/3 or Majority	8 or 6 votes
	Suspend Rules	Majority	of Councilors present
	To amend a document	Majority	6 votes
	To rescind a document	2/3	8 votes
	To expunge a document	2/3	8 votes
	To override a Mayor's veto	2/3	8 votes
	Motion to censure	2/3	8 votes
	To table a matter without a quorum present	Majority	of Councilors present
*	Per G.L. C.40A s.5, the type of action contained in the ordinance or special permit application determines the vote required for approval and the number of votes necessary for passage.		
**	Cluster Residential Development, Planned Unit Development, Flexible Development and Multifamily dwellings (see G.L. c.40A), Used and New Car Dealerships (see Zoning Regulations Ch.255-16, Table of Use and Parking Regulations)		

EVERY MEMBER SHALL VOTE EXCEPT AS PROVIDED IN THIS RULE

Rule 13. Every member present when a question is put shall vote, unless any Councilor for special reason(s) or a conflict of interest stated at the introduction of an agenda item shall be excused from voting. Any Councilor who declares an intent not to participate in an agenda item shall leave the Council Chambers until such time as the agenda item has concluded. No member shall leave the Council Chambers without permission of the chair if his/her presence is necessary to make a quorum.

MANNER OF VOTING YES - NO - VOICE VOTE

Rule 14. Final votes of the City Council shall be by individual voice vote by YES or NO and shall be entered on the records. The presiding officer shall always vote last.

With the exception of votes for orders, ordinances and Council votes necessary under the Plan A form of government, the President may proceed by voice vote of the City Council unless objected to by another member of the City Council in which case the vote shall be recorded as stated above.

Notwithstanding the language contained in Rule 12, no member shall vote on any question or serve on any committee where his/her private right is immediately concerned, distinct from the public interest.

Rule 15. Prior to the announcement by the Chair of the result of a roll call vote, any Councilor may ask to have his/her name called again in order to record him/herself differently.

GAINING THE FLOOR

Rule 16. Every Councilor, when wishing to speak, shall raise his/her hand respectfully or, if available, signal the Chair by some other acceptable manner, asserting his/her desire to gain the floor and wait until s/he is recognized.

EVERY ORDER OR RESOLUTION MUST BE ENDORSED

Rule 17. No order or resolution shall be received or acted upon unless endorsed by a member of the Council and properly seconded.

WITHDRAWING NOTICE

Rule 18. After a motion is stated or read by the Chair and properly seconded, it shall be deemed to be in possession of the Council, and shall be disposed of by vote, but the mover or seconder may withdraw it at any time before a decision or amendment.

PETITIONS ONCE REJECTED

Rule 19. Except as otherwise might be provided specifically in the Massachusetts General Laws, whenever final action on any order, ordinance, petition, question, discussion, or public participation has been taken by the City Council, no further order, ordinance, petition question, discussion, or public participation which in substance is the same as heretofore acted upon, shall be resubmitted to the Council within six months from the time of the Council's previous action thereon unless two-thirds of the Council consents in writing for its resubmission.

Nothing in this rule shall be intended to waive provisions of Rules 23 and 24 and said rule shall not be considered inconsistent with said rules numbered 23 and 24.

ORDINANCE AND BOND ORDERS REFERRED TO CITY SOLICITOR

Rule 20. Every ordinance and every order for a bond issue shall upon its first reading or filing and before its passage, be referred to the City Solicitor, who shall forthwith examine the same as to its legality and notify the Council of his/her findings.

That it be a standing rule of this Council that no final or definite action be passed by this Council in the matter of abatement of betterment assessments until such time as the legality of a proposed abatement be approved by the City Solicitor.

MUNICIPAL EMPLOYEE CONTRACTS AND SALARY ORDINANCES

Rule 21. All municipal collective bargaining agreements and other employment contracts sent to the City Council by the Mayor shall be placed on file with no further action taken, except as to the appropriation of funds necessary to fund the collective bargaining agreements and employment contracts. The approval of any change or alteration to a salary ordinance which requires an increase in wages or other financial benefits to employees shall not be acted on until such time as a financial disclosure form, agreed to by the Mayor and City Council, signed by the Auditor, Department Head and the Human Resources Director is provided to the Council.

ENACTING STYLE

Rule 22. All by-laws passed by the City Council shall be entitled ordinances and the enacting style be "Be it ordained by the City Council of the City of Haverhill". In all votes by which the City Council expresses anything by order or by command, the enacting style shall be "Ordered:" and in all votes by which the City Council expresses opinions, principles, facts or purposes, the enacting style shall be "Resolved".

Rule 23. When a question is under debate, the chair will receive motions in accordance with Order of Precedence outlined in "Robert's Rules of Order".

PREVIOUS QUESTION

Rule 24. The previous question shall be put in the following form: "Move the main question." Once seconded, all further amendment or debate of the main question shall be suspended until the previous question is decided.

On the previous question, not exceeding five minutes shall be allowed for debate, which shall be confined to giving reasons why the main question should not be put, and no member shall speak more than two minutes.

RECONSIDERATION

Rule 25. After a vote has been taken, it shall be in order for any member voting with the prevailing side to move reconsideration thereof at the same meeting at which the vote was taken, or to file with the City Clerk, not later than twelve o'clock noon of the second business day following such meeting, written notice of a motion to reconsider such vote. After receiving such written notice of reconsideration, the Clerk shall place it on the calendar for the next regular meeting or for any intervening special meeting, provided the same is included in the call thereof.

Whenever a written notice of a motion to reconsider has been filed as aforesaid, the Clerk shall notify all of the members of the City Council and any parties that spoke at the Council meeting when the original vote was taken. In the case of a question decided by a tie vote, the prevailing side shall be considered to be the one in whose favor the question was decided. Not more than one motion for reconsideration of any vote shall be entertained, and no vote upon either of the following motions shall be reconsidered: viz: to adjourn; to lay on the table; to take from the table and the previous question.

KEEPER OF THE RECORD

Rule 26. The Clerk or her/his designee shall attend and keep the records of all meetings of the Council. S/he shall record the names of the members present and shall have the care and custody of the city records, and all documents, maps, plans and papers pertaining to the business of the City Council.

PAPERS MUST BE FILED BEFORE 9:00 A.M. FRIDAY BEFORE MEETING

Rule 27. All papers of whatever description which may require action by the City Council shall be presented to the City Clerk not later than 9:00 A.M. on the Friday preceding the day of each regular meeting, except when such preceding day is a holiday or City Hall is closed, then they shall be presented at the same hour on the Thursday preceding the day of the meeting. Papers presented after that hour on such day will not be considered until the next meeting, unless admission is approved by a majority of Councilors present.

CLERK SHALL PREPARE A LIST OF ALL MATTERS (AGENDA)

Rule 28. The City Clerk in cooperation with the Council President shall prepare a list of all matters to come before the City Council at each meeting in accordance with the established order of business and shall deliver to the Council office for each Councilor, a copy of the same on the same day that the agenda is prepared and to digitally send a copy to each Councilor.

As part of the agenda for each meeting, on a separate sheet in a suitable format, there shall be a list of all orders, documents, reports and communications which have been referred to a Council committee for report or action, along with the date submitted to the committee.

Rule 28A. No business or document scheduled to come before the City Council may be removed or omitted from the agenda prior to a meeting.

Rule 28B. The City Council shall allow for re-reading of all back up material related to any Ordinance before the vote is taken for passage.

Rule 28C. The President of the City Council shall not allow any communication or other matter to be placed on the agenda that does not conform with the City Council's Rules and Regulations or, if not governed by a rule or regulation, that does not conform with Robert's Rules of Order. The City Council President or presiding officer shall have oversight and discretion of the content of the final agenda to ensure compliance with the Massachusetts Open Meeting Law. Agenda items must be sufficiently specific to reasonably inform the public of the issues to be discussed at the meeting. And if in the sole determination of the presiding officer that specificity is lacking, the matter may be delayed until such information is obtained.

Rule 28D. If any items submitted for Council Agenda by Councilors appear to the Council President to be duplicates, the Council President must contact each Councilor involved to discuss the duplication. Resolution of the duplication shall be at the Council Presidents discretion with consultation with Councilors who have submitted duplicate items.

Rule 28E. Any person making a presentation or PowerPoint presentation shall provide the City Clerk and the City Council Administrative Assistant with a copy of any documents utilized. Documents and all presentations would be provided before the agenda closes. PowerPoint and other presentations shall be in a font that can be clearly read by the audience.

PUBLIC PARTICIPATION

Rule 29A. Any Haverhill resident, organization or taxpayer may request through the President, or any other member, to be placed on the agenda for the next regularly scheduled meeting to speak about a matter or concern, provided it is related to issues that are within the

Council's jurisdiction. The person shall be allowed up to three (3) minutes to speak, which time may be expanded or limited at the discretion of the presiding officer.

Rule 29B. Any Haverhill resident, organization or taxpayer may request, in writing, to speak to the City Council at the next regularly scheduled meeting by filing a completed request form with the City Clerk's Office. Request forms may be obtained at the City Clerk's Office or downloaded from the City of Haverhill Official web site. Requests to speak must be about a matter or concern that is related to issues that are within the Council's jurisdiction, and the written request to speak must contain details of the intended topic of discussion, and be specific enough to comply, in the opinion of the Council's presiding officer, with the Massachusetts Open Meeting Law. Any request form filed with the City Clerk's Office that appears to be complete will then be forwarded to the City Council's presiding officer in order to seek approval to place the request item on the next regular meeting agenda. In the event that a request to speak form is incomplete, vague or lacking, in the opinion of the Council's presiding officer, and requires additional time to obtain enough detail so that the item when placed on an agenda will adequately inform the general public as to the specific topic to be discussed and thereby complying with the Massachusetts Open Meeting Law, such delay may cause the request to be held until such time that sufficient additional information is added to the request. The responsibility to provide sufficient detail on the request forms and thereby prevent any delay in filing shall be the sole responsibility of the requesting party. The person making the request shall be allowed up to three (3) minutes to speak, which time may be expanded or limited at the discretion of the presiding officer. Note: for other methods of public participation, see Rules 3, 29A and 36.

EXAMINATION OF RECORDS OF PREVIOUS MEETING

Rule 30. At each meeting of the Council, the records for the meeting shall be referred to a member thereof (excepting to the President) for examination; and for the next Council meeting s/he shall report the results thereof to the Chair who shall accept the minutes for the file unless objected by any City Councilor whereupon the Chair shall then place before the meeting the question of approval of the same.

ORDER OF BUSINESS

Rule 31. At every regular meeting of the City Council the order of business shall be as follows:

1. Opening Prayer, and additional information at the discretion of the presiding officer
2. Pledge of Allegiance
3. Approval of the records of previous meeting
4. Assignment of minutes review for next meeting
5. Communications from the Mayor
6. Communications from Councilors to introduce an individual(s) to address the Council
7. Public Participation – Requests under Council Rule 29B
8. Communications and Reports from City Officers and Employees
9. Utility hearing(s) and related order(s)
10. Hearings and related Orders
11. Appointments
12. Petitions

13. Motions and Orders
14. Ordinances
15. Communications from Councilors
16. Unfinished business of preceding meetings
17. Resolutions to be "Resolved" and Proclamations to be "Adopted"
18. Council committee updates, reports and announcements

The above shall not be departed from except by permission of the presiding officer.

Any public hearing that is expected to exceed more than two hours in duration in the opinion of the City Council President, may be scheduled by the President as a special meeting to be held other than at the time of a regularly scheduled City Council meeting, provided that special Council meeting can be televised by the local cable channel.

PASSAGE AT ONE SESSION

Rule 32. Except as otherwise might be provided specifically in the Massachusetts General Laws, any ordinance after having been placed on file for at least 10 days and approved to legality by the City Solicitor, and any order or resolution may be passed through all its stages of legislation at one session, provided that no member of the Council objects thereto; but if any member of the Council objects, the measure shall be postponed for that meeting.

PARLIAMENTARY PRACTICE

Rule 33. In all matters of parliamentary practice not provided for in these rules or the Massachusetts Open Meeting Law, the City Council shall use "Robert's Rules of Order", the latest edition, as a guide.

Rule 34. Insofar as these rules are not of statutory source or origin, the same may be suspended at any meeting by a majority vote of all Councilors present, but not otherwise. Suspension of rules shall apply only for the subject matter under consideration and must be stated in detail prior to voting for said suspension of rules. A suspension of the rules to add an item to the agenda for discussion must be of exigent circumstances. Exigent circumstances shall not include any matter which could have been added to an amended agenda prior to the commencement of the meeting, in compliance with the Open Meeting Law.

Upon completion of process as stated in Rule 1 these rules may be amended or repealed by the vote of six Councilors but said amendment or repeal shall not be effective until the next regular meeting.

If any action is taken inconsistent with these rules, the same shall be construed to have been taken in suspension thereof provided there is a majority vote of all Councilors present, or there is no objection raised prior to the meeting being adjourned.

COUNCIL BUDGET

Rule 35. Prior to the President's submission of the Council annual budget to the Mayor, the President shall seek input from each Councilor and each Councilor shall be allowed to provide his/her input into the City Council budget request.

HEARINGS

Rule 36. All public hearings of the City Council will have the following guidelines. The proponent or petitioner will have up to thirty (30) minutes to make their presentation. The opposition will have up to thirty (30) minutes to make their presentation. Each side, proponent and opposition, will have up to five (5) minutes each for rebuttal after initial presentations. Anyone wishing to speak in favor of or against the proponent or petitioner shall be allowed up to three (3) minutes, in addition to the thirty (30) minutes each side is given to present. At the discretion of the presiding officer, a speakers' time may be extended or limited.

If a petitioner needs more time for a presentation, the presiding officer may at his/her discretion allow for additional time for any proponent or petitioner to complete a presentation, provided that an equal amount of time be granted to the opposition.

INDOCTRINATION OF NEW COUNCILORS

Rule 37. It shall be the responsibility of the Council President to hold indoctrination for all new Councilors within thirty days of the final election. This also includes making available to Councilors Robert's Rules of Order in the City Council office and any other information that is pertinent for a smooth transition.

INTRADEPARTMENTAL COMMUNICATION

Rule 38. Any individual Councilor or the Council body may make a formal request for information or ask pertinent questions of the Mayor, City Department Heads, Boards or Commissions pursuant to a matter placed on the Council meeting agenda provided, that, in all cases, the information requested, or questions asked, be in accordance with the following manner:

The City Council at any time may request from the Mayor specific information on any municipal matter within its jurisdiction and may request him/her to be present to answer written questions relating thereto at a meeting to be held not earlier than one week from the date of the receipt by the Mayor of said questions. The Mayor shall personally, or through a designated representative, the head of a department or a member of a board, attend such meeting and publicly answer all such questions. The person so attending shall not be obliged to answer questions relating to any other matter. The Mayor may attend and address the City Council in person or through the head of a department, or a member of a board, upon any subject.

USE OF CITY COUNCIL STATIONERY

Rule 39. The use of City Council stationery with official letterhead shall be afforded to the Council President to communicate with any City Department, citizens, private businesses or State and Federal entities as s/he deems necessary. However, any communication issued by any other Council member on said stationery with respect to an issue previously, presently or potentially under the auspices of the City Council, Mayor or any commission, committee, authority, board, task force or any other decision making body on the local, state or federal level,

must be brought through the Council Administrative Assistant and must be copied and approved by the Council President before such letter is sent by mail, email, hand delivery or any other delivery process.

The Council President shall be responsible for alerting each newly elected Councilor of this rule during the orientation period outlined in Rule 37.

SPECIAL ELECTION AND BALLOT QUESTIONS

Rule 40. Whenever the City Council votes for any special election or question to be placed on a ballot, the City Clerk shall immediately enter into the agenda for the following week an agenda item that would require providing a copy of the certified mail receipt to each Councilor. This would prove that the proper departments in local or state government have been notified of the special election or of the ballot question.

MOTIONS TO CENSURE

Rule 41. A communication to place a motion to censure a member of the City Council on the agenda must be filed with the City Clerk in a timely manner and must be in writing and signed by no less than eight members of the City Council and must specify egregious behavior and/or conduct unbecoming of a City Councilor.



Haverhill

8.4

Haverhill Historical Commission, Room 309
Phone: 978-374-2344 Fax: 978-374-2332
aherlihy@cityofhaverhill.com

TO: City Council President Sullivan and Members of the Haverhill City Council

FROM: Andrew K. Herlihy, Community Development/Local Historic Preservation Officer

AH

DATE: January 10, 2025

RE: **Historic Signage Program Recommendation**
Official Communication from Haverhill Historic Commission

Please be advised that at its publicly posted meeting on Wednesday, January 8, 2025, the Haverhill Historical Commission voted in favor of the following recommendation to the City Council in its advisory role:

"Resolved: The Haverhill Historical Commission makes the following recommendation to the City Council to support a citywide historic house signage program"

Motion was made by Commissioner Tom Wylie and seconded by Commissioner Patricia Graham. Motion was approved 6-0.

BACKGROUND:

The Haverhill Historic Commission [HHC] received a proposal from members of the Historic Highlands group for establishing uniform plaques and markers for willing homeowners to denote their historic structures and dwellings, unique to its particular neighborhood/district. The HHC reviewed the details, make suggestions, and approved this project.

The Historic Commission requests that member(s) of the Historic Highlands group be allowed to make a presentation on this project to the City Council at its **January 28th** meeting.

JAN 10 PM1:06
HVCITYCLERK

Historic House Plaque Program

An initiative of Haverhill's Historical Commission that provides a unifying image that can be used city-wide to denote our wealth of historic properties.

HAVERHILL
CITY CLERK
JAN 23 PM 3:22

Haverhill Historic House Plaque

Quantity: 1

22"

Color Guide

- ☐ GRAY
- ☐ BLACK

15.3"



Visit the City of Haverhill's website and click on Haverhill Historical Commission, then Historic House Plaque for program info!

Find resources to research your home on this website, or ask the Highlands Neighborhood Association to find the basic info for your sign for a small fee.

Becky Geller, Head of Special Collections & Archives at Haverhill Public Library will speak about resources available.

Signs are on ½" PVC board, and will be printed by The Sign Center in Haverhill. Signs are \$137, and will be printed once 12 orders are received for best pricing.

Cc: Mayor <mayor@haverhillma.gov>

Subject: Re: Historic house plaques

Thanks! Is it appropriate to put this program and its details on the city's website?

Devan

she/her

City Councilor for Haverhill's Ward 3
(401)499-3583

From: Lisa Mead <lisa@mtclawyers.com>

Sent: Sunday, February 2, 2025 1:09:47 PM


To: Devan Ferreira <DFerreira@haverhillma.gov>; Andrew Herlihy <aherlihy@haverhillma.gov>

Cc: Mayor <mayor@haverhillma.gov>

Subject: RE: Historic house plaques

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

Devan,

 This sounds all completely private. If I am reading your email correctly; No city approval, no city funds, no contracts with the city.

I see no reason for this to go to the A&F committee.

Lisa

Lisa L. Mead

[she/her/hers]

<image001.png>

Mead, Talerman & Costa LLC

30 Green St

Newburyport MA 01950

978 463 7700 ext 101

978 463 7747 (fax)

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If you have received the above transmittal in error, please delete the message and any attachment(s) hereto from your e-mail system and notify us immediately. *Please consider the*

environment before printing this email.



<image002.png>

From: Devan Ferreira <DFerreira@haverhillma.gov>

Sent: Saturday, February 1, 2025 3:50 PM

To: Andrew Herlihy <aherlihy@haverhillma.gov>; Lisa Mead <lisa@mtclawyers.com>

Subject: Historic house plaques

In advance of your meeting on Tuesday, here are the details of the proposed Historic House Plaques, as presented to the Historical Commission over many meetings in the past year.

I checked with Tom Bridgewater and Richard MacDonald last February regarding if these signs would require a permit-they do not.

Buildings older than 75 years are considered historic.

Homeowners research the initial owner or architect of their home and year built-resources available online and in Special Collections at Haverhill Public Library are detailed on website; or the Highlands Neighborhood group has offered to help with this basic research for a small fee (deposited to city and held similar to donations to Gale Park improvements).

Homeowner emails info for their sign and sources used to a Gmail account managed by the highlands neighbors. Highlands neighbors verify the information, keep record of applications for historical commission (maybe for tours or marketing in future?) and then email the resident the ordering info for The Sign Center here in Haverhill. Highlands neighbors will report back to the Historical commission at their meetings on signs ordered.

The Sign Center created the proposed design when we (Highlands Neighbors) asked, and offered pricing of \$137.50 per sign, which will be produced once 12 orders are received for best pricing. The city will not be involved in receiving funds for signs, purchasing anything, or fulfilling orders. It is a direct process between customer and sign company.

This entire program is based on the town of Ipswich's, which I am the most familiar with; as well looking at other town's websites for information on similar programs.

If there is reason for the Council's Admin and Finance subcommittee to review this, please advise on what specifically needs review so we can plan accordingly.

I am available by phone if you have any questions, thanks!

Devan
she/her

City Councilor for Haverhill's Ward 3
(401)499-3583

Lori Robertson

From: Lori Robertson
Sent: Tuesday, February 4, 2025 8:35 AM
To: Colin LePage
Subject: FW: Historic house plaques

*Regarding
document: 20-D*

Lori A. Robertson
Administrative Assistant
Haverhill City Council
4 Summer Street- Room #204
Haverhill, MA 01830
978-374-2328 phone
978-374-2329-fax
lrobertson@haverhillma.gov
citycouncil@haverhillma.gov

From: Thomas J Sullivan, Esq. <tsullivan@dlgclosing.com>
Sent: Monday, February 3, 2025 11:06 AM
To: Devan Ferreira <DFerreira@haverhillma.gov>; Colin LePage <clepage@haverhillma.gov>
Cc: Lori Robertson <lrobertson@haverhillma.gov>
Subject: FW: Historic house plaques

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Good morning ,

Per email chain below and per your question, yes it needs to stay on the A&F agenda so you can report your findings from the City Solicitor and then can come back to full Council for final approval.

TY!

Tom

Thomas J. Sullivan, Esq.
Downey Law Group, LLC
tsullivan@dlgclosing.com

Main Office and Mailing Address:
462 Boston Street
Topsfield, MA 01983
Phone: (978) 887-1000
Fax: (978) 887-1021

 **DLG Closing**
Downey Law Group, LLC

Satellite Office:
345 Main Street
Haverhill, MA 01830
Phone: (978) 521-2211

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From: Thomas J. Sullivan <tsullivan@haverhillma.gov>
Sent: Monday, February 3, 2025 10:57 AM
To: Thomas J Sullivan, Esq. <tsullivan@dlgclosing.com>
Subject: Fwd: Historic house plaques

Sent from my iPhone

Begin forwarded message:

From: Devan Ferreira <DFerreira@haverhillma.gov>
Date: February 3, 2025 at 10:25:02 AM EST
To: "Thomas J. Sullivan" <tsullivan@haverhillma.gov>
Cc: Lori Robertson <lrobertson@haverhillma.gov>
Subject: Fw: Historic house plaques

Per the city solicitor's email in thread below, the historic house plaque program does not need to go to A&F; however, if it needs to stay on A&F agenda for 2/18 we can explain that response?

Devan
she/her

City Councilor for Haverhill's Ward 3
(401)499-3583

From: Devan Ferreira <DFerreira@haverhillma.gov>
Sent: Monday, February 3, 2025 10:15 AM
To: Lisa Mead <lisa@mtclawyers.com>; Andrew Herlihy <aherlihy@haverhillma.gov>

Cc: Mayor <mayor@haverhillma.gov>

Subject: Re: Historic house plaques

Ok, thank you.

she/her

City Councilor for Haverhill's Ward 3
(401)499-3583

From: Lisa Mead <lisa@mtclawyers.com>

Sent: Monday, February 3, 2025 9:56:14 AM

To: Devan Ferreira <DFerreira@haverhillma.gov>; Andrew Herlihy <aherlihy@haverhillma.gov>

Cc: Mayor <mayor@haverhillma.gov>

Subject: RE: Historic house plaques

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

That depends on what the policy is about non- city items being on the website. That is an internal call.

Lisa

Lisa L. Mead

[she/her/hers]



Mead, Talerman & Costa LLC

30 Green St


Newburyport MA 01950

978 463 7700 ext 101

978 463 7747 (fax)

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environment before printing this email. 

 **Think before you print.**

From: Devan Ferreira <DFerreira@haverhillma.gov>

Sent: Sunday, February 2, 2025 4:26 PM

To: Lisa Mead <lisa@mtclawyers.com>; Andrew Herlihy <aherlihy@haverhillma.gov>



CITY OF HAVERHILL

CITY COUNCIL MINUTES

Tuesday, May 7, 2024 at 7:00 PM

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

In-Person/Remote Meeting

11. COMMUNICATIONS FROM COUNCILLORS:

11.1. Councilor Michitson wishes to address urgent trends in equity impacting training and job needs in Haverhill

Councilor Michitson has information still being gathered and would like to place on file.

Motion by Councilor Michitson to place on file, second Councilor Jordan

PASSED Placed on file

All in Favor

31-J

* 11.2. Councilor LePage recommends approval of the *Ordinance Re: Officers and Employees – Article IV City Solicitor* with the recommended changes as discussed at the April 22, 2024 Administration and Finance Meeting and the April 30, 2024 City Council meeting

Councilor LePage stated this is a continuation from last meeting where we were not able to get all paperwork corrected in time. Section 70-39 added after “Mayor” “or City Council”.

Additionally, in section 70-44 second sentence says “Mayor or City Council” and last sentence says “Mayor or City Council” which is what was discussed at the A&F meeting.

Motion by Councilor LePage to order and approve Ordinance as amended, second Councilor Rogers

PASSED

Yeas 9, Nays 0, Absent 2

12-N

12. UNFINISHED BUSINESS OF PRECEEDING MEETING:

12.1. Document 11-C: Ordinance re: Vehicles and Traffic – Delete handicap parking for 83 Blossom st, 30 Lancaster st, and 42 Allen st and add handicap parking at 12 Jackson st
filed April 23, 2024

Motion by Councilor Jordan, second Councilor Toohey

PASSED

Yeas 9, Nays 0, Absent 2

13. ADJOURN :

Motion by Councilor Jordan, second Councilor Lewandowski

PASSED

All in Favor

Adjourned 19:57

CITY COUNCIL

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



CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204

4 SUMMER STREET

TELEPHONE: 978-374-2328

FACSIMILE: 978-374-2329

WWW.CITYOFHAVERHILL.COM

CITYCNCL@CITYOFHAVERHILL.COM

May 3, 2024

To: President and Members of the City Council:

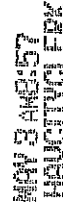
Councilor LePage recommends approval of the *Ordinance Re: Officers and Employees – Article IV City Solicitor* with the recommended changes as discussed at the April 22, 2024 A&F Meeting and the April 30, 2024 Council meeting.



Councilor Colin LePage



Document
CITY OF HAVERHILL
In Municipal Council



Ordered:

MUNICIPAL ORDINANCE

CHAPTER 70

AN ORDINANCE RELATING TO OFFICERS AND EMPLOYEES

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 70, Article IV – City Solicitor, of the Code of the City of Haverhill, as amended, being and is hereby further amended as follows;

Article IV City Solicitor

70-39. Qualifications; assistance.

The City Solicitor shall be an attorney and counsellor at law admitted to practice in the courts of the commonwealth and may be a law firm who shall designate a lead attorney for the City who shall be considered the Solicitor. They alone shall act as the legal adviser and Solicitor of the City except in special cases in which the Mayor or City Council may authorize or require them to secure the advice or services of such additional counsel as the Mayor may deem best, and no money shall be paid from the City treasury for any legal service or advice without the sanction of the Mayor as authorized by this chapter.

§ 70-40. Assistants.

The Assistant City Solicitors shall be attorneys and counsellors at law admitted to practice in the courts of the Commonwealth and may be a law firm who shall designate a lead attorney for the City who shall be considered the Assistant Solicitor. They shall make any and all investigations of matters concerning the City that may be referred to them by the City Solicitor. They shall further assist the City Solicitor in the legal affairs of the City in such manner and to such an extent as the City Solicitor may designate.

§ 70-41. Vacancy in office.

In case of a vacancy in the office of City Solicitor by reason of death, disability, resignation or removal, the Mayor may appoint some qualified person to perform the duties of the office so made vacant.

§ 70-42. Duties.

It shall be the duty of the City Solicitor to examine all titles to property which so requested for a public or municipal purpose by the Mayor or City Council or by a City official; also, to draft or approve all bonds, deeds, leases, contracts, conveyances, obligations, agreements and all other legal instruments which may be required of them by the Mayor or City Council or by any ordinance,

order or rule thereof, and to which the City or its agents may be a party and the expense of which by law, usage or agreement the City is to bear.

§ 70-43. Furnishing legal advice to Council and officers.

The City Solicitor shall, whenever requested, furnish legal advice to the Mayor or the City Council or to any board or officer of the City government upon any subject touching the duties of their respective offices, but, whenever the opinion is required to be in writing, the question submitted for their consideration in the request shall also be stated in writing.

§ 70-44. Approval of bonds; prosecution of suits and actions.

The City Solicitor shall approve the form of all bonds of municipal officers; they shall commence and prosecute all suits or actions brought by order of the Mayor or City Council; and they shall also commence and prosecute all such actions and other proceedings in law and equity as they may be advised are well grounded, and as are desired to be begun by the head of any municipal department or by any officer thereof, touching the business of the City or of any department thereof and growing out of any estate, claim, right, privilege or demand of or on the City, subject always to the consent and approbation of the Mayor or City Council.

§ 70-45. Defense of City and officers.

The City Solicitor shall appear before any court in the commonwealth or of the United States in defense of all actions or suits brought against the City or its officers in their capacity, wherein the rights, estates, privileges, ordinances or acts of the City or breach of any ordinance may be called in question. They shall also try and argue any and all causes to which the City shall be a party, before any tribunal, whether in law or equity, in the commonwealth, or before any referee, master, arbitrator or board of commissioners.

§ 70-46. Appearance before Legislature.

The City Solicitor shall appear as counsel for the City before the Legislature of the commonwealth, or any committee thereof whenever requested by the Mayor or City Council, concerning any matter in which the interest and welfare of the City may be by the Mayor or the City Council adjudged to be directly or indirectly affected.

§ 70-47. Performing acts required by Mayor or Council.

The City Solicitor shall in all matters do every professional act incident to their office which may be required of them by the Mayor or City Council or by any order or ordinance thereof.

§ 70-48. Prosecuting, defending and settling suits.

The City Solicitor may take any steps and incur any expense, to be charged to the proper appropriation, as they may deem necessary in prosecuting and defending suits, and they may settle any suit against the City when such settlement shall be approved by the Mayor and if an appropriation is required, by the City Council as well.

§ 70-49. Compensation; traveling expenses.

The City Solicitor shall receive as full compensation for their services such salary or compensation under a fee agreement as the Mayor may determine, and as appropriated by the City Council. Whenever their attendance may be required out of the City on official business, their reasonable traveling expenses shall be allowed them.

§ 70-50. Claims for damages; investigation; notice of accidents.

A. Every claim for damages against the City, except claims for damages on account of the laying out, altering or widening of streets and ways, or for the taking of land, and except claims for damages resulting from the abatement of nuisances by the City Council or the Board of Health, shall immediately be brought to the attention of the City Solicitor by whatever department, board or officer of the City first receives notice thereof.

B. Immediately upon receipt of notice of any such claim against the City, the City Solicitor shall see that the proper steps are taken to obtain evidence as to the facts upon which such claim purports to be based. If it is a claim for damages for injury caused by accident for which the City is in any way alleged to be or may be held responsible, they shall cause a full and immediate investigation of all the circumstances surrounding the accident to be made by some proper and competent person and a complete report thereof to be made to them.

C. Every department, board or officer of the City having knowledge of the occurrence of any accident as the result of which any claim might be made against the City or any of its departments shall without delay give notice to the City Solicitor thereof.

§ 70-51. Defense of certain persons prohibited.

The City Solicitor shall not, directly or indirectly, defend or assist in the defense of any person charged with the commission of a crime within the limits of the City, nor shall they defend or assist in defending against any proceeding for the forfeiture of any property seized within the limits. They shall upon request of the City Chief of Police advise and assist in any such prosecution or forfeiture proceedings on behalf of the City.

APPROVED AS TO LEGALITY:

City Solicitor

CITY COUNCIL

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



CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

APR 26 AM 9:16
CITYCLERK

1811
CITY HALL, ROOM 204

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TELEPHONE: 978-374-2328

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WWW.CITYOFHAVERHILL.COM

CITYCNCL@CITYOFHAVERHILL.COM

April 26, 2024

To: President and Members of the City Council:

Councilor LePage submits the attached minutes of the Administration and Finance Committee meeting held on April 22, 2024 for discussion and acceptance.



Councilor Colin LePage

(meeting 4.30.2024)

CITY COUNCIL

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



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CITY OF HAVERHILL

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MINUTES OF THE ADMINISTRATION AND FINANCE COMMITTEE MEETING

APRIL 22, 2024

An Administration and Finance Committee Meeting was held on Monday, April 22, 2024 at 6:00PM in the City Council Chambers, Room 202.

Committee Members: Committee Chair Colin LePage, Councilor Devan Ferreira, Councilor Catherine Rogers, Councilor Shaun Toohey, Councilor Timothy Jordan (remotely).

Council President Thomas Sullivan, Councilor Ralph Basiliere, Councilor Melissa Lewandowski (remotely). Mayor Melinda Barrett and Special City Solicitor Lisa Mead also attended.

The following items were discussed:

1. Document 37: Ordinance re: Officers and Employees – Article IV City Solicitor, *Filed March 20, 2014*

Committee Chair LePage commented on his concerns on the proposed amendments to the existing Ordinance, the removal of the residency requirement, Sections 70-39 and 70-40, along with the proposed transfer of the power and authority of the City Council to the Mayor as stated in Section 70-39 regarding advice or services for outside counsel.

Special City Solicitor Mead remarked that if there was a conflict between the Mayor and Council, the Solicitor should seek outside counsel, which may or may not have happened in the past. She also informed that in other sections of the ordinance, that where it had stated only the City Council in those instances, that the proposed amendments now added the Mayor or City Council in those instances. Councilor Jordan remarked that he had no issue with the residency requirement amendments but has concerns about the proposed change removing the authority of the City Council to seek outside counsel. Special City Solicitor Mead announced that Mayor Barrett suggests amending the first paragraph of the Ordinance, Section 70-39 to now state Mayor or City Council to hire special assistant city solicitors. Mayor Barrett then noted that would be reflective of the whole body of the proposed amendments to the Ordinance. Councilor Lewandowski thanked the Mayor for the concession and cited MGL 258.6 as what City Solicitors are bound to do is defense of actions on behalf of public employees. Councilor Jordan requested clarification as to the process for the city Council to hire an outside counsel, Special City Solicitor Mead informed that it would be by a simple majority vote of the City Council.

Motion by Councilor Jordan, seconded by Councilor Toohey, to amend the verbiage to "Mayor or City Council" in Section 70-39; PASSED Yeas 5, Nays 0

2. Document 40: Mayor Barrett submits the updated Cannabis Social Equity Best Practices from the Cannabis Control Commission for adoption.

Councilor Lewandoski commented on her concerns on the proposed Cannabis Social Equity Policy, specifically regarding Item 3 Delivery Licenses and Item 6 Community Impact Fee reduction. She recited the proposed Item 3 verbiage, acknowledging current Cannabis Control Commission (CCC) Regulations and had a question regarding whether Haverhill has opted-in for deliveries and stated the city's Medical Marijuana Overlay District (MMOD) 9.4 zoning does not mention delivery in those regulations. Special City Solicitor Mead stated that the city has not opted in for delivery, that our zoning does not reflect that, and that Item 3 was included for discussion on whether the city wanted to opt in or not for delivery. She also acknowledged that parameters such as limits on the amount of marijuana in the vehicle, operational hours etc. could be put in place as described earlier by Councilor Lewandoski. Councilors Rogers and Ferreira questioned whether the city had opted in for delivery by citing that the CCC website's Municipal Zoning Tracker for Haverhill shows "Delivery permitted." With that information, Special City Solicitor Mead will further research what has been reported to the CCC, but informed that it does not affect the proposed policy as within a year an ordinance will have to be adopted that will encompass the policy and changes can be made before or at that time. She stated whether delivery is currently allowed or not, the policy is the policy and does not impact delivery, it is separate from zoning. Councilor Basiliere asked if delivery restrictions could be put in place such as medical only, or whether only Haverhill retailers could deliver to Haverhill residents. Special City Solicitor Mead answered that the city could not restrict delivery to just medical only and could restrict delivery in other ways but would not receive the benefit of the taxes from the non-Haverhill retailer cannabis deliveries into the city. She will further research these matters and provide information and advice to the City Council in the next week. Councilor Lewandoski asked whether to remove Item 3 from the proposed policy until further clarification is obtained. Special City Solicitor Mead, along with Committee Chair LePage recommended leaving Item 3 in the policy until it has been determined by the City Solicitor whether Haverhill has opted in or not for delivery and then taking action at the April 30, 2024 City Council meeting on whether or not to remove Item 3 to be in compliance with the CCC Social Equity policy deadline of May 1, 2024.

Councilor Jordan had a question pertaining to Item 6, reciting that it states "The City of Haverhill will offer a 50% reduction of any Community Impact Fee for Social Equity Program etc. ..."; stating that his understanding is that only one of the four Haverhill recreational marijuana retailers is paying the fee. His questions are, is that information accurate and if true, should we remove Item 6 from the policy? Special City Solicitor Mead informed that Item 6 is a choice, not a requirement to give a discount. She informed that the law has changed concerning Community Impact Fees (CIF) and that all current Host Community Agreements (HCA) are being renegotiated relative to the new law. She also stated that Host Community Agreements can still have Community Impact Fees but that you have to of course prove them. Councilor Jordan asked if he was correct that three of the four retailers were not paying the fee, Special City Solicitor Mead declined to answer that question due to the status of the fourth shop and what is happening with that.

Motion by Councilor Jordan, seconded by Councilor Rogers, to remove Item 6 from the policy proposal; PASSED Yeas 5, Nays 0

Motion by Councilor Rogers, seconded by Councilor Toohey, to make a recommendation to the full Council to accept the policy proposal as written, with the removal of Item 6, and with receiving clarification from the Special City Solicitor of what is the city's status with the CCC of being opted in or not for delivery licenses as listed in Item 3; PASSED Yeas 5, Nays 0

Councilor Rogers reminded Councilor Lewandoski of her suggestion to add a paragraph to the policy that mirrors section D, of the attached equity policy from Framingham, that states "Although an applicant may be granted priority review, the applicant is in no way entitled to a marijuana license from the City, and

priority review is not a promise or guarantee the City will enter into a Host Community Agreement with said applicant."

Motion by Councilor Jordan, seconded by Councilor Toohey, to add the aforesaid statement to the end of the proposed policy; PASSED Yeas 5, Nays 0

3. Discussion of possible open meeting law violation. Email of April 17, 2024 from Councilor Lewandoski to members of the A&F Committee related to the Social Equity Policy – discuss email and authorize City Solicitor to reply to any complaints that may be filed.

Councilor Lewandoski addressed and acknowledged that her email was inadvertently addressed to the quorum of the sub-committee body in an effort to be proactive and helpful not knowing whether she was going to be attending the previously scheduled meeting of April 17. No reply nor discussion of the contents of that email were received, but because there was comment or opinion contained in that email that may be cause for a violation, hence tonight's public disclosure of the email.

Motion by Councilor Jordan, seconded by Councilor Toohey, to adjourn.

PASSED Yeas 5, Nays 0

Adjourned 6:58PM

Respectfully submitted,

Colin LePage, Chairman
Administration and Finance Committee
Haverhill City Council

CFL



CITY OF HAVERHILL CITY COUNCIL MINUTES

Tuesday, April 30, 2024 at 7:00 PM

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

Present – President Sullivan, Councilors Basiliere, Michitson, Ferreira, Jordan, Lewandowski, McGonagle, and Rogers

Remote – Councilors Toohey and LePage

Absent – Councilor Hobbs Everett

Assistant City Clerk – Rose Leonard—Flynn

1. OPENING PRAYER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES OF PRIOR MEETING

Motion by Councilor Basiliere to approve April 23rd, second Councilor Jordan

PASSED Yeas 10, Nays 0, Absent 1

4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

Councilor Michitson assigned the minutes.

5. COMMUNICATIONS FROM THE MAYOR:

5.1. Mayor Barrett submits Loan Order to increase amount for improvements to four sewer pumping stations 2-M

5.1.1. Loan Order Amended - \$2,700,000 for improvements to Coffin av, Danielle dr, Alvanos dr and Hanover st Sewer Pumping Stations

File 10 days

Related communication from Robert Ward, DPW Director

Motion by Councilor Michitson, second Councilor Jordan

PASSED placed on file Yeas 10, Nays 0, Absent 1 28-D

5.2 Mayor Barrett submits Loan Order for Wastewater Treatment Plant and South Mill Street Pumping Station Upgrades 2-N

5.2.1 Loan Order - \$1,500,000.00 for Wastewater Treatment Plant and South Mill Street Pumping Station File 10 days

Related communication from Robert Ward, DPW Director

Motion by Councilor Michitson, second Councilor Jordan

PASSED placed on file Yeas 10, Nays 0, Absent 1 28-E



**CITY OF HAVERHILL
CITY COUNCIL MINUTES**

Tuesday, April 30, 2024 at 7:00 PM

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

- 12.6.13. *Fortune Teller with - Police approval*
- 12.6.14. *Buy & Sell Old Gold – with Police approval*
- 12.6.15. *Roller Skating Rink*
- 12.6.16. *Sunday Skating*
- 12.6.17. *Exterior Vending Machines/Redbox Automated Retail, LLC*
- 12.6.18. *Limousine/Livery License/Chair Cars with Police approval*

13. MOTIONS AND ORDERS:

14. ORDINANCES (FILE 10 DAYS):

- 14.1. Ordinance re: Vehicles and Traffic, *Delete Handicap Parking at 51 Bellevue av and 53 Bellevue av*
File 10 days
Motion by Councilor Michitson, second Councilor Rogers
PASSED placed on file Yeas 10, Nays 0, Absent 1

15. COMMUNICATIONS FROM COUNCILLORS:

16. UNFINISHED BUSINESS OF PRECEEDING MEETING:

17. RESOLUTIONS AND PROCLAMATIONS:

18. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

- 18.1. Councilor LePage submits the minutes of the *Administration and Finance Committee* meeting held on April 22, 2024 for discussion and acceptance
Related communication from Lisa Mead, City Solicitor 25-C

Councilor LePage read the A&F minutes into the record.

Motion by Councilor LePage to accept minutes and place on file, second Councilor Jordan
PASSED placed and file Yeas 9, Nays 0, Absent 1, Abstain 1 (McGonagle)

Motion by Councilor LePage to place Doc. 40 Cannabis Social Equity Policy on the table for action tonight, second Councilor Michitson
PASSED Yeas 9, Nays 0, Absent 1, Abstain 1 (McGonagle)

Councilor Jordan asked what the city solicitor learned regarding delivery.

President Sullivan stated the city opted into delivery at the time the city approved the cannabis statute. No affirmative action, it was part of the package with wasn't prominently stated in the materials at the time. Councilor Jordan asked for clarification if delivery is from outside the city, not from shops within the city.

Mathew Provencher, Attorney with MTC, stated as drafted functionally the way the ordinance currently reads for zoning purposes you allow a catch all provision for other licensed marijuana establishments



CITY OF HAVERHILL

CITY COUNCIL MINUTES

Tuesday, April 30, 2024 at 7:00 PM

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

In-Person/Remote Meeting

which would include delivery operations however based on the review of the host community agreements is that none of the host community agreements that you have currently permit first party delivery operations within the City of Haverhill. The zoning could potentially allow, should the city agree to it. Mayor Barrett stated to become a delivery service, they have to renegotiate their HCA.

President Sullivan stated the City Solicitor item will be placed on the next agenda at that time will be placed on file for 10 days and back middle of May for vote.

Councilor Lewandowski stated an error on number 6 of the Cannabis Policy should be a "d" on "entitle".

19. DOCUMENTS REFERRED TO COMMITTEE STUDY

20. LONG TERM MATTERS STUDY LIST

21. ADJOURN :

Motion by Councilor Jordan, second Councilor Lewandowski

PASSED

Yeas 10, Nays 0, Absent 1

Adjourned 19:37

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HAVERHILL CITY CLERK JULY 2024

DOCUMENTS REFERRED TO COMMITTEE STUDY

103-HH	Motion by Councilor Michitson to send the <i>Home Rule Petition – An act establishing guidelines for the installation of and use of Electric vehicle charging stations in the City of Haverhill</i> , to committee in order to coordinate with condo associations.	A&F	12/23/23
40	Motion by Councilor Lewandowski to send updated Cannabis Social Equity Best Practices for the Cannabis Control Commission to A&F for further review.	A&F	4/2/24
37	Motion by Councilor Lewandowski to send Ordinance regarding Officers and Employees – Article IV City Solicitor to A&F for further review.	A&F	4/2/24
12-P	Motion by Councilor Jordan to send possible conditions on new development and potential changes to our zoning ordinances.	Planning & Development	5/21/24
12-S	Motion by Councilor Ferreira to send the City's Swimming Ordinance Chapter 193 Article III and related items at Lake Saltonstall, aka Plug Pond to NRPP for further discussion.	NRPP	6/18/24