



## CITY OF HAVERHILL

### CITY COUNCIL AGENDA

Tuesday, December 7 2021 at 7:00 PM

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

#### In-Person/Remote Meeting

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

1. **OPENING PRAYER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF MINUTES OF PRIOR MEETING**
4. **ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**
5. **COMMUNICATIONS FROM THE MAYOR:**
6. **COMMUNICATIONS FROM COUNCILLORS TO INTRODUCE AN INDIVIDUAL(S) TO ADDRESS THE COUNCIL:**
  - 6.1. Councillor Jordan would like to introduce Pentucket Bank President Jon Dowst and Creative Haverhill Director Erin Padilla to announce the Pentucket Bank \$50,000 matching grant for Cogswell Artspace.
7. **PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28**
8. **COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:**
  - 8.1. City Assessor Christine Webb files abatement report for month of November 2021
9. **UTILITY HEARING(S) AND RELATED ORDER(S):**
10. **HEARINGS AND RELATED ORDERS:**
  - 10.1. Document 68: Attorney Michael Migliori requests Special Permit, CCSP -21-4, pursuant to Chapter 255 Section 8.4 Flexible Development, to construct an Over 55 Age Restricted Development at 66 Merrimac Road, Map 430 Lots 1-6, in Zone RM and RS for owner/applicant Sixty-Six Merrimac-HAV LLC; consisting of 66 detached residential condominium homes on 47 acres of land  
*Continued from September 21. Communication received from Atty Michael Migliori on behalf of client Sixty-Six Merrimac -HAV LLC requesting to withdraw Special Permit Application.*  
*Petition from neighbors submitted Nov 22 also included.*
  - 10.2. Document 105: Order – Designating assignment of purchase option by the City of Haverhill to the Essex Greenbelt Association Inc. Notice of Intent to sell from Mark A Byra and Daniel S Byra, dated Oct 20 2020, regarding real property located at 97 Corliss Hill Road  
*Continued from November 16.*  
*Related communication and back up materials submitted by City Solicitor William Cox included*



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- 10.3. Document 103: Petition from Noel Ortega owner of *Welcome Motors Inc* requesting hearing for approval to expand his current lot at his dealership, 63 Pecker to park more vehicles.

*Continued from November 9.*

*Communication from neighbors Joseph and Cory Tropea with request regarding petition.*

*Comments from City Departments included.*

#### 11. APPOINTMENTS:

##### 11.1. Confirming Appointments:

11.1.1. Washington Street Historic District Commission

Dana DeFranco, 7 Kimball Hill Dr

*Expires December 31 2022*

##### 11.2. Non-Confirming Appointments :

11.2.1. Mayor's Task force on Ward City Council and School Committee

- Melinda Barrett, President, Haverhill City Council
- Mary Ellen Daly O'Brien, Haverhill City Council
- Scott Wood, Haverhill School Committee
- Richard Rosa, Haverhill School Committee
- Melissa Lewandowski, Haverhill City Council-Elect

##### Resignations:

#### 12. PETITIONS:

##### 12.1. Applications Handicap Parking Sign: with police approval

12.1.1. Bryan Waters, 84 Blossom st

12.1.2. John Caruso, 173 River st

##### 12.2. Amusement/Event Applications:

##### 12.3. Auctioneer License:

##### 12.4. Tag Days:

##### 12.5. One Day Liquor License:

##### 12.6. Annual License Renewals:

12.6.1. **Hawker Peddlers License 2022 - Fixed location**

12.6.2. **Coin-Op License Renewals 2022**

12.6.3. **Drainlayer License for 2022 -with City Engineer approval**

12.6.3.1. Jay Davidowicz -- Renewal

12.6.3.2. David Deloury -- renewal

12.6.3.3. Robert Frye -- renewal

12.6.3.4. John Grasso -- renewal

12.6.3.5. Bill Hall -- renewal

12.6.3.6. Bruce Hoehn -- renewal

12.6.3.7. Brendan Larkin -- renewal

12.6.3.8. Joseph Watson - renewal

12.6.4. **Christmas Tree Vendor:**

12.6.5. **Taxi Driver Licenses for 2022:**



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- 12.6.6. **Taxi License**
- 12.6.7. **Junk Dealer License**
- 12.6.8. **Pool Tables**
- 12.6.9. **Sunday Pool**
- 12.6.10. **Bowling**
- 12.6.11. **Sunday Bowling**
- 12.6.12. **Buy & Sell Second Hand Articles**
- 12.6.13. **Buy & Sell Second Hand Clothing**
- 12.6.14. **Pawnbroker license**
- 12.6.15. **Fortune Teller**
- 12.6.16. **Buy & Sell Old Gold**
- 12.6.17. **Roller Skating Rink**
- 12.6.18. **Sunday Skating**
- 12.6.19. **Exterior Vending Machines**
  - 12.6.19.1. Redbox – Walgreens, 800 River st . kiosk B
  - 12.6.19.2. Redbox – Walgreens, 800 River st. Kiosk A
  - 12.6.19.3. Redbox- CVS Pharmacy 425 Lowell ave
  - 12.6.19.4. Redbox- Market Basket 400 Lowell ave
  - 12.6.19.5. Redbox – Market Basket 285 Lincoln ave
  - 12.6.19.6. Redbox – Market Basket 2 Water st Kiosk B
  - 12.6.19.7. Redbox – Market Basket 2 Water st Kiosk A
  - 12.6.19.8. Redbox – 151 Lafayette sq
- 12.6.20. **Limousine/Livery License/Chair Cars:**

**13. MOTIONS AND ORDERS:**

**14. ORDINANCES (FILE 10 DAYS)**

- 14.1. **Ordinance** re: Vehicles and traffic: Add handicap parking **173 River st**
  - 14.2. **Ordinance** re: Vehicles and traffic: Add Handicap parking **37 Wilson st**
  - 14.3. **Ordinance** re: Vehicles and traffic: add Handicap parking **73 Hildale ave**
  - 14.4. **Ordinance** re: Vehicles and traffic: Add Handicap parking **83 Blossom st**
  - 14.5. **Ordinance** re: Vehicles and Traffic: Add Handicap parking **13 Highland st**
- All placed on file for 10 days*

**15. COMMUNICATIONS FROM COUNCILLORS:**

- 15.1. City Council President Barret announcing 2022 City Council Meeting Schedule.
- 15.2. City Council President Barrett requests City to adjust its process on how it handles the 61A process.
- 15.3. Councillor Michitson wishes to address broadband and digital equity opportunities from infrastructure bill and related initiatives.
- 15.4. Councillor Bevilacqua requests a discussion regarding new pandemic relief ARPA funding opportunities coming from the State.



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- 16. UNFINISHED BUSINESS OF PRECEDING MEETING:**
- 17. RESOLUTIONS AND PROCLAMATIONS:**
- 18. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**
- 19. DOCUMENTS REFERRED TO COMMITTEE STUDY**
- 20. LONG TERM MATTERS STUDY LIST**
- 21. ADJOURN**



**CITY COUNCIL**

**MELINDA E. BARRETT**  
**PRESIDENT**  
**COLIN F. LePAGE**  
**VICE PRESIDENT**  
**JOSEPH J. BEVILACQUA**  
**JOHN A. MICHITSON**  
**THOMAS J. SULLIVAN**  
**TIMOTHY J. JORDAN**  
**MICHAEL S. MCGONAGLE**  
**MARY ELLEN DALY O'BRIEN**  
**WILLIAM J. MACEK**



**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](http://www.cityofhaverhill.com)  
[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

HAVERHILL CITY CLERK

December 3, 2021

To: President and Members of the City Council:

Councillor Jordan would like to introduce Pentucket Bank President Jon Dowst and Creative Haverhill Director Erin Padilla to announce the Pentucket Bank \$50,000 matching grant for Cogswell Artspace.

  
City Councillor Timothy Jordan

(meeting 12/7/2021)



81

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

Dec.1, 2021

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  
November as filed in the Assessors Office.

Very truly yours,

Christine Webb, MAA  
Assessor

**Transaction Summary All Years**  
City of Haverhill

All Entry Date range 11/01/2021 through 11/30/2021 for Abateements

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	231.94	0.00	0.00	0.00
2019 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	231.94	0.00	0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	231.94	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	543.23	0.00	0.00	0.00
2020 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	543.23	0.00	0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	543.23	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	6.32	0.00	0.00	0.00
2021 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.32	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	8,936.45	0.00	0.00	0.00
2021 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,936.45	0.00	0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,942.77	0.00	0.00	0.00
Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,717.94	0.00	0.00	0.00
Total All Charges									9,717.94			

Total All Charges: Add all columns except Adjustments.

FIORIELLO & MIGLIORI  
ATTORNEYS AT LAW

KAREN L. FIORELLO  
kfiorello@fmlaw.com

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

MICHAEL J. MIGLIORI  
mmigliori@fmlaw.com

November 30, 2021

Melinda Barrett, President  
Haverhill City Council  
4 Summer St, Room 204  
Haverhill, MA 01830

Re: Fox Hollow Over 55 Age Restricted Development  
66 Merrimac Road, Map 430 Lots 1-6  
Flexible Development pursuant to Chapter 255 Sec 8.4  
Special Permit, Haverhill City Council, Zone RM and RS  
Owner/Applicant: Sixty-Six Merrimac-Hav, LLC  
**REQUEST FOR WITHDRAWAL**

Dear President Barrett,

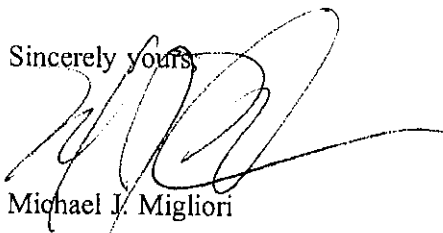
Please be advised that this office represents Sixty-Six Merrimac-Hav, LLC, in connection with its request for a Special Permit pursuant to Chapter 255 Section 8.4 Flexible Development, to construct an over 55 age restricted development consisting of 66 detached residential condominium homes on 54 acres of land at 66 Merrimac Road.

On behalf of the Applicant, we are notifying the Council of our intention to withdraw the Special Permit Application referenced above.

We will not be proceeding with the hearing scheduled for December 7, 2021.

Should you have any questions please contact me.

Sincerely yours,



Michael J. Migliori

MJM/dma

Hearing July 27 2021

kb  
6KAREN L. FIORELLO  
kfiorello@fimilaw.comFIORELLO & MIGLIORI  
ATTORNEYS AT LAWFIREHOUSE CONDOMINIUMS  
18 ESSEX STREET  
HAVERHILL, MASSACHUSETTS 01832  
TEL 978/373-3003 FAX 978/373-3066MICHAEL J. MIGLIORI  
mmigliori@fimilaw.com

CCSP 21-4

May 24, 2021

2021 JUN 08 PM 12:03 HAV-110

Melinda Barrett, President  
Haverhill City Council  
City Hall - 4 Summer Street  
Haverhill, MA 01830Re: Fox Hollow Over 55 Age Restrictive Development  
66 Merrimac Road  
Flexible Development Pursuant to Chapter 255 §8.4 CCSP-21-4  
Zoning Analysis

Dear President Barrett and City Council Members:

Please be advised this office represents the applicant in connection with the above-referenced age-restricted development. The project was submitted pursuant to Chapter 255 §8.4 as flexible development.

The existing site located on Merrimac Road contains in excess of 54 acres.

The property is located in both the RM and RS Zoning District.

The provisions contained in Chapter 255 §8.4 allow for a flexible development project on a parcel of land at least three (3) acres in size and located entirely within the RS, RR, RL, RM and CN Zones.

The applicant has submitted plans for 66-detached unit condominium development which will be an Over-55 Age Restricted Development.

Section 8.4.6 of the ordinance establishes the number of dwelling units allowed in a flexible development project to be a number of dwellings which could reasonably be expected to be developed upon the site under a conventional plan.

I have attached to this letter a plan which shows that thirty-five (35) dwellings would be allowed on the site under a conventional subdivision plan.

Section 8.4.7 of the ordinance allows the SPGA to award a density bonus to increase the number of dwelling units beyond the basic maximum number.

68  
 correct

The SPGA is allowed to grant an additional five (5%) percent bonus of the maximum number up to a maximum increase of twenty (20%) of the basic maximum number. The SPGA is allowed to grant, for each additional ten (10%) percent of the site over the open space required (twenty [20%] percent) set aside as contiguous open space, a bonus of five (5%) percent of the basic maximum number. The density bonus provided shall not exceed twenty (20%) of the basic maximum number.

I have also attached to this letter a plan that shows the contiguous open space located at the site, which totals sixty-nine (69%) percent of the entire site.

Based upon the provisions contained in Section 8.4.7, et al, the applicant is entitled to be awarded an additional seven (7) dwelling units (twenty [20%] percent bonus in addition to the thirty 35 allowed), for a total of forty-two (42) dwelling units.

As indicated, the applicant is requesting to construct sixty-six (66) dwelling units which, therefore, requires a waiver from the SPGA to allow for the additional twenty-four (24) dwelling units.

Pursuant to Section 8.4.18, the City Council may waive any requirement of Section 8.4 "when the grant of said waivers will not result in substantial detriment to the neighborhood and the proposed development meets the goals of Section 8.4.1".

It is our opinion that, based upon the nature of the project proposed, the requested waiver, for a number of reasons, will not result in a "substantial detriment to the neighborhood". As indicated, the project is for an age-restricted development to be located on fifty-four (54) acres of land.

Age-restricted developments have been shown to have extremely minimal impact the communities they've been allowed. The units are typically occupied by 1 or 2 individuals, children are not allowed and oftentimes, especially in New England, a significant number of the occupants do not reside in the units during the winter months.

The size of the total parcel is fifty-four (54) acres and the fact that sixty-nine (69%) percent of the acreage will be dedicated open space is for the proof that the waiver is appropriate in this case.

The second part of the waiver provision examines whether the proposed development meets the goals of the Section 8.4.1. Those goals are as follows:

1. Encourage the preservation of open land for its scenic beauty and to enhance agriculture, open space, forestry and recreational use;
2. Preserve historical and archeological resources, to protect the natural environment, including the City's varied landscapes and water resources;
3. Protect the value of real property;
4. Promote more sensitive siting of buildings and better overall site planning;
5. Perpetuate the appearance of the City's traditional New England landscapes;
6. Facilitate the construction and maintenance of streets, utilities and public services in a more economical and efficient manner;
7. Offer an alternative to standard subdivision development; and
8. Promote the development of housing for persons over the age of fifty-five (55).

It is my opinion that the project, as submitted, meets all of the goals of Section 8.4.1.

68  
CSP-4  
21-4

It is our further opinion that, the approval of an Over-55 Age Restricted Development on this site will not result in substantial detriment to the neighborhood and does meet all of the goals established in Section 8.4.1.

Therefore, we respectfully request that the City Council grant this waiver.

Sincerely yours,



Michael J. Migliori

MJM/dma  
Enc. IN CITY COUNCIL: June 15 2021  
VOTED: that COUNCIL HEARING BE HELD JULY 27 2021  
Attest:

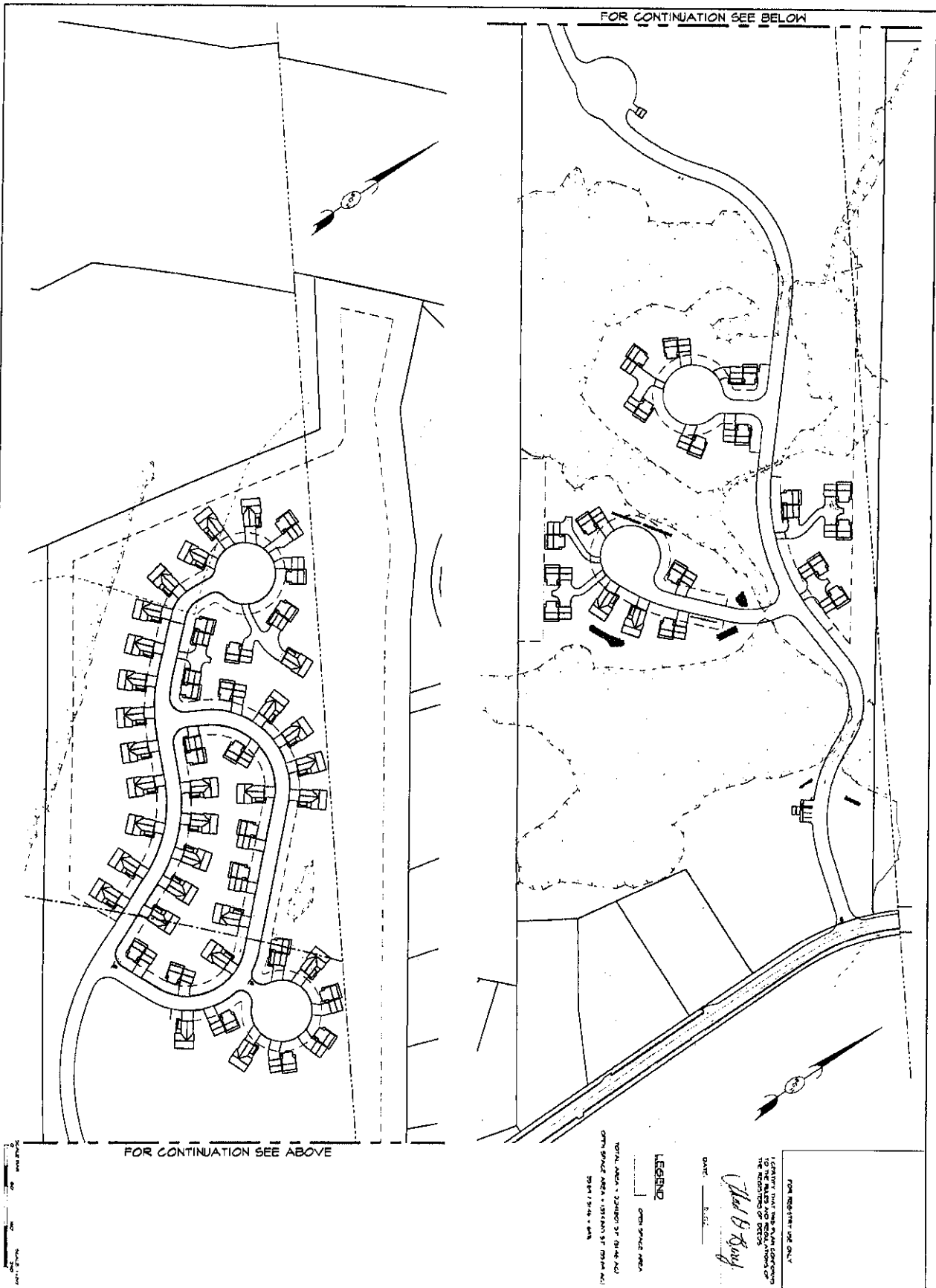
\_\_\_\_\_  
City Clerk

IN CITY COUNCIL: July 27 2021  
VOTED: to CONTINUE HEARING TO OCTOBER 5 2021  
Attest:

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

IN CITY COUNCIL: September 21 2021  
PETITION FROM ATTORNEY MIGLIORI FOR OWNER/APPLICANT SIXTY\_SIX MERRIMAC-HAV, LLC  
REQUESTING TO CONTINUE HEARING TO DECEMBER 7 2021  
HEARING CONTINUED TO DECEMBER 7, 2021  
Attest;

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



**ASB**  
design group, LLC

DATE: 10/10/18  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]  
PLANNING BOARD  
APPROVAL: [Signature]  
LAW REVIEWED

FOR CONTINUATION SEE ABOVE

FOR CONTINUATION SEE BELOW

LEGEND  
OPEN SPACE AREA

TOTAL AREA = 2,000.00 SQ. FT.  
OPEN SPACE AREA = 1,000.00 SQ. FT.

DATE: 10/10/18  
DRAWN BY: [Signature]  
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APPROVED BY: [Signature]  
PLANNING BOARD  
APPROVAL: [Signature]  
LAW REVIEWED

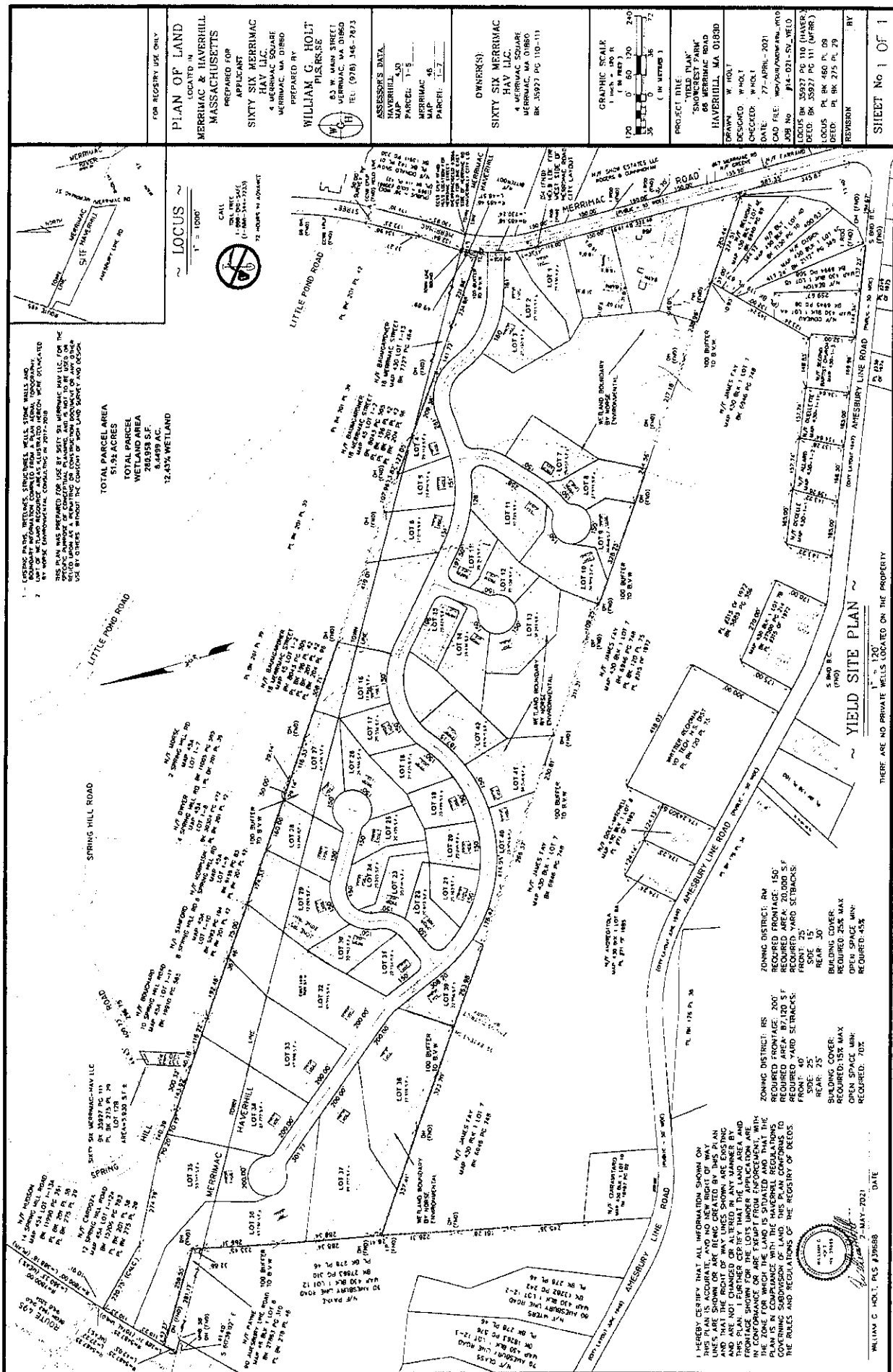
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LAW REVIEWED

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PLANNING BOARD  
APPROVAL: [Signature]  
LAW REVIEWED





DEC 6-8

# MERRIMAC Residents

Dear Council Members,

HAU CITY CLRK NOV22'21 PM12:24

It has recently been brought to our attention that an over 55 Restrictive Development is being proposed to go into the farmland, formerly Snowcrest Farm. The zoning is currently RM and RS, neither of which allows for high density housing.

To allow a Flex Development to go in with high density housing is totally out of character with the surrounding area. We are a rural community, and do not want a lot of people packed on top of one another.

Merrimac Road is already a busy road and people fly down the road. (You can hear the motorcycles opening up their engines as they turn onto the road.) Adding up to 132 cars on this road is a large volume on our little road.

Also, the proposed entrance to the development is sited just around the bend of the most dangerous corner of the whole street. People cannot see around this corner, and travel way too fast around it. This is an accident waiting to happen.

There is only one way in and one way out of this proposed development. How on earth will this pass the Fire Department's safety protocols for egress?

What about the surrounding wetlands? Will they be adequately protected?

There are feeder streams that run down off that property to a little pond adjacent to our homes, and to the Merrimac River. We don't want the local habitats to be jeopardized, or polluted in any way with pollution or sediment.

We feel that approval of the proposed Over-55 Age Restricted Development at 66 Merrimac Road, WILL result in substantial detriment to OUR neighborhood.

We kindly ask for the Council Members reconsideration of this project. Please protect the rural character of our community, and the safety of our children, our streets and our wetlands.

Sincerely,

Name	Signature	Address	
Rosendo & Mdissa Rodriguez	<i>[Signature]</i>	48 Little Pond Rd, Merrimac	01866
Gayle + Eddie Polcari	<i>[Signature]</i>	46 Little Pond Rd Merrimac	
Laura + Dale Saway	<i>[Signature]</i>	8 Little Pond & J	978 376 71
Jim Broyle	<i>[Signature]</i>	44 Little Pond Rd, Merrimac	LAVER
Ann [unclear]	<i>[Signature]</i>	15 Little Pond - Road	
Moez Kakal	<i>[Signature]</i>	10 River Rd, Merrimac, MA	01880
Falema Kakal	<i>[Signature]</i>	10 River Rd, Merrimac, MA	01880

Email - mzkakal@yahoo.com  
Yahoo

# Haverhill Residents

HAV CITY CLERK NOV 22 21 PM 12:24

Council Members,

It has recently been brought to our attention that an over 55 Restrictive Development is being proposed to go into the farmland, formerly Snowcrest Farm. The zoning is currently RM and RS, neither of which allows for high density housing.

To allow a Flex Development to go in with high density housing is totally out of character with the surrounding area. We are a rural community, and do not want a lot of people packed on top of one another.

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Also, the proposed entrance to the development is sited just around the bend of the most dangerous corner of the whole street. People cannot see around this corner, and travel way too fast around it. This is an accident waiting to happen.

There is only one way in and one way out of this proposed development. How on earth will this pass the Fire Department's safety protocols for egress?

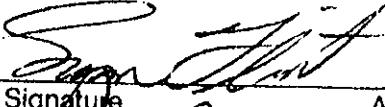
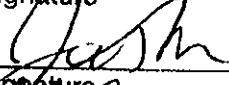

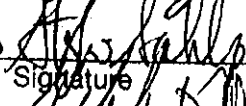
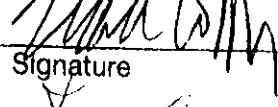
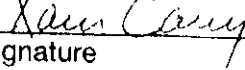
What about the surrounding wetlands? Will they be adequately protected?

There are feeder streams that run down off that property to a little pond adjacent to our homes, and to the Merrimac River. We don't want the local habitats to be jeopardized, or polluted in any way with pollution or sediment.

We feel that approval of the proposed Over-55 Age Restricted Development at 66 Merrimac Road, WILL result in substantial detriment to OUR neighborhood.

We kindly ask for the Council Members reconsideration of this project. Please protect the rural character of our community, and the safety of our children, our streets and our wetlands.

Sincerely,

Jean Flint		69B Merrimac Rd, Haverhill
Name	Signature	Address
Jean Thompson		21 Merrimac Rd Haverhill
Name	Signature	Address
Ed Dwyer		79 Merrimac Rd Haverhill
Name	Signature	Address
Stephen Sahlas		71 Merrimac Rd Haverhill
Name	Signature	Address
William Murphy		79 Merrimac Rd Haverhill
Name	Signature	Address
Karen Carey		81 Merrimac Rd Haverhill
Name	Signature	Address

JOSEPH CAREY	<i>Joseph Carey</i>	81 MERRIMAC RD HAVERHILL
Name	Signature	Address
Jacqueline Delella	<i>Jacqueline Delella</i>	252 AMESBURY LINE RD HAVERHILL jodec@att.net
Name	Signature	Address
Diana Comeau	<i>Diana Comeau</i>	318 Amesbury Line Rd Haverhill caseymorgan1e@comcast.net
Name	Signature	Address
Dani Comeau	<i>Dani Comeau</i>	318 Amesbury Line Rd Haverhill A.Simko@comcast.net
Name	Signature	Address
Philip Simey	<i>Philip Simey</i>	60 Old Amesbury Line Rd TMD44@comcast.net
Name	Signature	Address
Daniel Colon	<i>Daniel Colon</i>	317 Amesbury Line Rd Haverhill ksparran@comcast.net
Name	Signature	Address
Kerren Sparrow	<i>Kerren Sparrow</i>	3 Twelve Rod Way Haverhill
Name	Signature	Address
Ker Sparrow	<i>Ker Sparrow</i>	3 Twelve Rod Way Haverhill
Name	Signature	Address
Paul Zabornysky	<i>Paul Zabornysky</i>	5 Twelve Rod Way Haverhill MA
Name	Signature	Address
Cynthia Zabornysky	<i>Cynthia Zabornysky</i>	5 Twelve Rod Way Haverhill, MA
Name	Signature	Address
Jean Walcott	<i>Jean Walcott</i>	1 Twelve Rod Way
Name	Signature	Address
KEN SPARROW	<i>KEN SPARROW</i>	3 12 Rod way
Name	Signature	Address
Dan Bouch	<i>Dan Bouch</i>	189 Amesbury
Name	Signature	Address
Andrew Vincent	<i>Andrew Vincent</i>	69B Merrimac Rd Haverhill accoburn@yahoo.com
Name	Signature	Address
Amanda Coburn	<i>Amanda Coburn</i>	15 Merrimac Rd Haverhill
Name	Signature	Address
Richard Davis	<i>Richard Davis</i>	11 Merrimac Rd Haverhill MA
Name	Signature	Address
Victoria Quinter	<i>Victoria Quinter</i>	55 OLD AMESBURY LINE RD HAVERHILL
Name	Signature	Address
Bob Here	<i>Bob Here</i>	67 Merrimac Rd Haverhill MA
Name	Signature	Address

④

HAV CITY CLERK NOV22/21 PM12:24

Dear Council Members,

It has recently been brought to our attention that an over 55 Restrictive Development is being proposed to go into the farmland, formerly Snowcrest Farm. The zoning is currently RM and RS, neither of which allows for high density housing.

To allow a Flex Development to go in with high density housing is totally out of character with the surrounding area. We are a rural community, and do not want a lot of people packed on top of one another.

Merrimac Road is already a busy road and people fly down the road. (You can hear the motorcycles opening up their engines as they turn onto the road.) Adding up to 132 cars on this road is a large volume on our little road.

Also, the proposed entrance to the development is sited just around the bend of the most dangerous corner of the whole street. People cannot see around this corner, and travel way too fast around it. This is an accident waiting to happen.

There is only one way in and one way out of this proposed development. How on earth will this pass the Fire Department's safety protocols for egress?

What about the surrounding wetlands? Will they be adequately protected?

There are feeder streams that run down off that property to a little pond adjacent to our homes, and to the Merrimac River. We don't want the local habitats to be jeopardized, or polluted in any way with pollution or sediment.

We feel that approval of the proposed Over-55 Age Restricted Development at 66 Merrimac Road, WILL result in substantial detriment to OUR neighborhood.

We kindly ask for the Council Members reconsideration of this project. Please protect the rural character of our community, and the safety of our children, our streets and our wetlands.

Sincerely,

Wilma Boucher 36 Wheeler Ave Haverhill  
Name Signature Address

Paul Boucher 36 Wheeler Ave. Haverhill MA  
Name Signature Address

Debra H Strybing 897 Hilldale Ave Haverhill  
Name Signature Address

Sam Strybing [Signature] 897 Hilldale Ave Haverhill  
Name Signature Address

Mike Strybing [Signature] 897 Hilldale Ave Haverhill  
Name Signature Address

Michael Michael Strybing Jr 897 Hilldale Ave  
Name Signature Address

Name Signature Address  
Ethan duBois Ethan A duBois 11 MERRIMAC Rd. Haverhill,  
Name Signature Address

~~Amelie Green~~ ~~Amelie Green~~ 67 Merrimac Rd Haverhill  
Name Signature Address

Diane Greene ~~Diane Greene~~ 67 Merrimac Rd Haverhill  
Name Signature Address

~~Dan Cole~~ ~~Dan Cole~~ 77 Old Amesbury Line Rd  
Name Signature Address

~~Angela Giesin~~ ~~Angela Giesin~~ 17 Old Amesbury Line Rd Haverhill, MA 01831  
Name Signature Address

Michel Guba ~~Michel Guba~~ 17 Old Amesbury Line Rd  
Name Signature Address

Celeste Sanchez ~~Celeste Sanchez~~ 45 Locust St #708  
Name Signature Address

Dan Swenden ~~Dan Swenden~~ 45 Locust St #708  
Name Signature Address

Mary Bink ~~Mary Bink~~ 180 Amesbury Line Rd  
Name Signature Address

Christine Graham ~~Christine Graham~~ 45 Merrimac Rd  
Name Signature Address

Jeremy Hamel ~~Jeremy Hamel~~ 45 Merrimac Rd  
Name Signature Address

~~Evan Carey~~ ~~Evan Carey~~ 45 Merrimac Rd.  
Name Signature Address

Vimal Patel ~~Vimal Patel~~ MERRIMAC ROAD, Haverhill  
Name Signature Address

Name Signature Address

Name Signature Address

Name Signature Address

Name Signature Address

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Sincerely,

Angie Horin	Angie Horin	55 Moore St, Haverhill MA
Name	Signature	Address
Pamela O'Brien	Pamela O'Brien	24 Merrimac Rd Haverhill MA
Name	Signature	Address
Lawrence O'Brien	Lawrence O'Brien	24 Merrimac Rd Haverhill MA 01830
Name	Signature	Address
Mary Biddy	Mary Biddy	920 East Broadway, Haverhill MA 01830
Name	Signature	Address
Madeline Sullivan	Madeline Sullivan	919 East Broadway Haverhill MA
Name	Signature	Address
Patricia Biddy	Patricia Biddy	920 East Broadway Haverhill MA 01830
Name	Signature	Address

Donna Therriault Donna Therriault 42 Old Amesbury Rd

Name Signature Address  
MICHAEL THERIAULT MICHAEL 42 OLD AMESBURY RD

Name Signature Address  
DANIEL FERRIS DANIEL 5 FOX RUN DRIVE

Name Signature Address  
DAVID BUCHER DAVID BUCHER 5 FOX RUN DRIVE

Name Signature Address  
Jenna Dutton Jenna Dutton 36 Wheeler Ave

Name Signature Address  
LARRY KROOK LARRY KROOK 975 CHADWICK RD.

Name Signature Address  
MICHAEL CHAMBERS MICHAEL 72 HYATT AVE

Name Signature Address  
ERIC CULLINANE ERIC 72 Hyatt Ave Haverhill MA

Name Signature Address  
DAVID BUCHER DAVID BUCHER 189 AMESBURY LINE RD

Name Signature Address  
Lilia Credit Lilia Credit 706 E Broadway Hav

Name Signature Address  
KEIGHTLEY Credit KEIGHTLEY Credit 706 East Broadway Hav.

Name Signature Address  
Jonathan Credit Jonathan L. Credit 706 East Broadway, Haverhill, MA

Name Signature Address  
Julie Credit Julie Credit 710 E Broadway MA

Name Signature Address  
Paul Boucher Paul Boucher 710 E. Broadway

Name Signature Address  
Aaron Zaino Aaron Zaino 710 E Broadway

Name Signature Address  
Lia Zaino Lia Zaino 710 E. Broadway

Name Signature Address  
Joshua Zaino Joshua Zaino 710 E. Broadway

Name Signature Address  
Michael Dutton Michael Dutton 70 Jefferson St. Haverhill MA



(3)

HARV CITY CLERK NOV22'21 PM12:24

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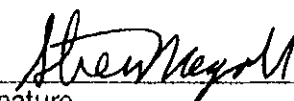
What about the surrounding wetlands? Will they be adequately protected?

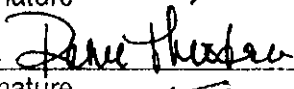
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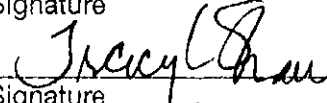
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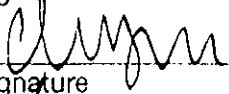
Sincerely,


Steven Mangolt		50 Little Pond Rd. Merrimac MA.
Name	Signature	Address

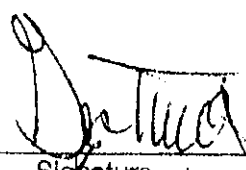
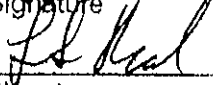
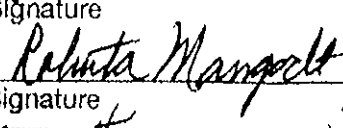
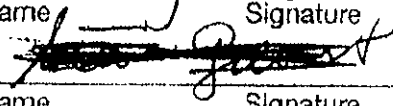
Renee Theodora		37 Little Pond Rd Merrimac MA
Name	Signature	Address

Tracy Inaw		31 Little Pond Rd. Merrimac, MA
Name	Signature	Address

David Shaw		31 Little Pond Rd, Merrimac, MA
Name	Signature	Address

Chrissy James		32 Spring Hill Rd, Merrimac, MA
Name	Signature	Address

Mike James		32 Spring Hill Rd, Merrimac, MA
Name	Signature	Address

ROBERT THEODORE		37 Little Pond Rd Merrimac MA 01860
Name	Signature	Address
Larry Pearl		54 Little Pond Rd. Merrimac
Name	Signature	Address
Roberta Mangat		50 Little Pond Road Merrimac MA 01860
Name	Signature	Address
<del>John J. Mangat</del>	<del></del>	<del>Address</del>
Name	Signature	Address

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Name \_\_\_\_\_ Signature \_\_\_\_\_ Address \_\_\_\_\_

Name Matt Kamukewicz Signature Matt Kamukewicz Address 5 Spring Hill Rd Merrimack

Sherry Leand 54 Little Pond Rd  
Name Signature Address

Name: John Costa Signature: [Signature] Address: 52 Little Pond Rd Merr

Name: Dave Sertel Signature: [Signature] Address: 8 Spring Hill Rd Merrimack

Name Mr. Santos Signature Chas. Santos Address 8 Spring Hill Rd. N.

Name: Moeb Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Name: Madison Signature: [Signature] Address: 5 Chestnut St. N. W.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Address \_\_\_\_\_  
Rachel White Rachel White 1111 1st St

Name: Nickel White Signature: Nickel White Address: 17 Merrimac St, Merrimack

Name: Richard J. Jurek Signature: [Signature] Address: 5 Chestnut St, Meriden

Name: Kevin Signature: [Signature] Address: 5 Chestnut St. Merr. MA

KICK M-10/11/12 7 Chestnut Mem Me  
Name Signature Address

9106 Mr. Miller 7 Chestnut Men Ma  
Name Signature Address

Name \_\_\_\_\_ Signature \_\_\_\_\_ Address \_\_\_\_\_

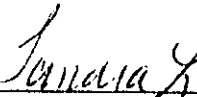
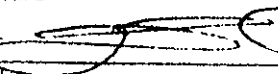
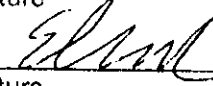
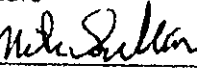
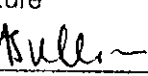
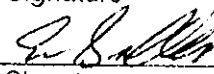

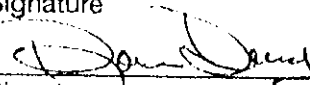
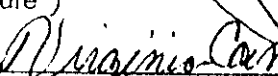
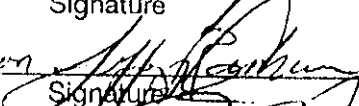
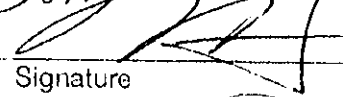
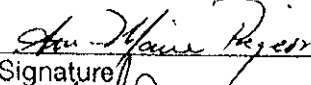
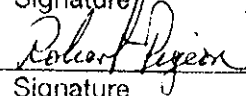
NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ ADDRESS \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Address \_\_\_\_\_

Signature		Address	
Name	Signature	Address	

Signature \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_ Address \_\_\_\_\_

Name	Signature	Address
Amara D'Entremont		385 Amesbury Line Rd Haverhill MA 01830
Name	Signature	Address
Kevin D'Entremont		385 Amesbury Line Rd Haverhill MA 01830
Name	Signature	Address
Ellen Palmer		24 Jordan St Haverhill MA 01830
Name	Signature	Address
Mike Sullivan		919 E. Broadway
Name	Signature	Address
Amber Sullivan		918 E. Broadway
Name	Signature	Address
ERIC SULLIVAN		918 E. BROADWAY
Name	Signature	Address
FRANK GARWICK		15 E MAIN ST.
Name	Signature	Address
DONNA DENNY		15 E Main St
Name	Signature	Address
Virginia Cameron		950 E Broadway
Name	Signature	Address
Tellie Cameron		950 E Broadway
Name	Signature	Address
Kai Hayes		64 Kenosha St
Name	Signature	Address
Ann-Marie Pigeon		373 Amesbury Line Rd
Name	Signature	Address
Robert Pigeon		373 Amesbury Line Rd

Name	Signature	Address
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DOCUMENT 105

Hearing December 7, 2021

## CITY OF HAVERHILL

In Municipal Council November 16 2021

HAVERHILL CITY CLERK NOV 18 2021 AM 10:40

ORDERED:

WHEREAS, Daniel S. Byra and Mark A. Byra (together with their respective heirs and personal representatives, the "Current Owners") are the owners of that certain parcel of land located in Haverhill, Essex County, Massachusetts, shown as Lot 71B on that certain plan entitled "Proposed Site Plan of Land at 117 Corliss Hill Road, Haverhill, Massachusetts, Owner/Applicant: Leslie Salach and Michael W. Byra," prepared by R.A.M. Engineering, dated September 2008, and recorded in the Essex Southern District Registry of Deeds in Plan Book 418 as Plan 86, and which parcel of land is commonly identified as 97 Corliss Hill Road and Assessor's Parcel 462-204-71B (collectively, the "Property" ); and

WHEREAS, the Property is enrolled in a preferential tax classification as agricultural/horticultural land pursuant to M.G.L. Chapter 61 A, which statute grants to the City an option to purchase the Property in the event that the Current Owners intend to sell the Property for residential, commercial or industrial use (the "Purchase Option"); and

WHEREAS, the Current Owners have entered into a purchase and sale agreement with M. Ryan Norman for one or more such uses, and the Current Owners have delivered the statutorily required Notice of Intent to the City; and

WHEREAS, the City wishes to assign the Purchase Option to Essex County Greenbelt Association, Inc. ("Greenbelt"), and Greenbelt wishes to accept such assignment and purchase the Property, subject to the terms and conditions set forth in a certain Memorandum of Agreement By and Between the City of Haverhill and Essex County Greenbelt Association, Inc.

NOW THEREFORE, after a public hearing held on December \_\_\_\_\_, 2021, the City Council hereby authorizes the Mayor to execute any and all documents necessary to assign any and all rights the City may have regarding a certain Notice of Intent to Sell from Mark A. Byra and Daniel S. Byra dated October 20, 2020 regarding real property located at 97 Corliss Hill Road, Assessors' Map 462, Lot 204, Block 71B, containing 22.45 +/- acres, as more particularly described in a deed recorded at the Essex South District Registry of Deeds at Book 29318, Page 546, to ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts not for profit organization with an address at 82 Eastern Avenue, Essex, Massachusetts 01929, for the sum of one dollar (\$1.00) and other valuable consideration, under the terms and conditions that the assignment shall be for the



# Haverhill

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

November 16 2021

Notice is hereby given that a hearing will be held for all parties interested, in the Council Chambers, City Hall Building on Tuesday December 7, 2021 at 7PM designating assignment of purchase option by the City of Haverhill to Essex Greenbelt Association Inc. The City Council will take up vote authorizing the Mayor to execute any and all documents necessary to assign any and all rights the City may have regarding a certain Notice of Intent to Sell from Mark A Byra and Daniel S Byra, dated October 20 2020, regarding real property located at 97 Corliss Hill Road, Assessors' Map 462, Lot 204, Block 71B containing 22.45 +/- acres, as more particularly described in a deed recorded the Essex South District Registry of Deeds at Book 29318, Page 546 to Essex Greenbelt Association Inc.

To run 1 time in Tribune  
NOVEMBER 19, 2021

City Clerk  
Linda Koutoulas

purpose of maintaining the land in use as agricultural and horticultural land as defined in M.G.L. Chapter 61A, §1 and 2, and, any other conditions and terms as contained in a certain Memorandum of Agreement By and Between the City of Haverhill and Essex County Greenbelt Association, Inc.

VOTED: that COUNCIL HEARING BE HELD DECEMBER 7, 2021

Attest:

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

HAU CITY CLERK NOV 16 21 4:10 PM

For hearing Dec 7, 2021

105

# **CITY OF HAVERHILL**

**MASSACHUSETTS**

## **CITY SOLICITOR'S OFFICE**

145 South Main Street  
Bradford, MA 01835  
(978) 373-2360  
FAX: 978/372-0688  
EMAIL: [billecoxlaw@aol.com](mailto:billecoxlaw@aol.com)

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

December 2, 2021

TO: Melinda Barrett, President, and Members of the Haverhill City Council

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

RE: 97 Corliss Hill Road - Assignment of Right of First Refusal

Several weeks ago an Order was filed which provides for the assigning of the City's MGL c. 61A rights regarding the option to purchase the property at 97 Corliss Hill Road so that a required public hearing could be scheduled. The Order will be before you for action at your December 7, 2021 meeting. Attached you will find relevant documents for your consideration, including the initial notice of sale from the current property owners, Mark and Daniel Byra, and, the Memorandum of Agreement By and Between the City of Haverhill and Essex County Greenbelt Association, Inc. for the assignment of the City's MGL c. 61A rights. The Memorandum also provides for the subsequent taking by the City's Water Department of a portion of the parcel.

Both Vanessa Johnson-Hall, Assistant Director of Land Conservation for Essex County Greenbelt Association, and I look forward to joining you on Tuesday evening to present and participate in the public hearing. In the mean time, if you have any questions or concerns about this matter, kindly contact me in advance so that I can respond timely to your questions or concerns.

cc: James J. Fiorentini, Mayor





20 October 2020

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

Mayor / City Council and Planning Board,

It is my brother's and my intent to sell our property at 97 Corliss Hill Road, Haverhill, MA to Ryan Norman for the sum of \$400,000.

It is our understanding that Mr Norman will be building residential properties on this property.

I have included a map showing the property location and the size (22.45) acres as well as a signed copy of Mr. Normans' intent to purchase, for your consideration.

Sincerely,

Mark A. Byra  
334 Ponderosa Dr  
Pagosa Springs, CO 81147  
303-895-1869

Dan Byra  
1109 Pueblo Gardens CT  
Las Cruces, NM 88007  
262-994-8495

**STANDARD FORM PURCHASE AND SALE AGREEMENT  
(Land)**

This Agreement prepared this 12<sup>th</sup> day of May, 2020. Time is of the essence.

**1. PARTIES AND  
MAILING  
ADDRESSES**

**Daniel Byra and Mark Byra  
1109 PUEBLO GARDENS COURT  
Las Cruces, NM 88007**

hereinafter called the SELLER, agrees to SELL and

**M. Ryan Norman  
63 Peaselee Crossing Road  
Newton, NH 03858  
Or his Nominee**

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**2. DESCRIPTION**

Land situated at 97 Corliss Hill Road, Haverhill Massachusetts, consisting of approximately 22.45 +/- acres of land, more or less further described at the Southern Essex Registry of Deeds, Book: 29318 Page:546.

**3. BUILDINGS,  
STRUCTURES,  
IMPROVEMENTS,  
FIXTURES**

N/A

**4. TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER or the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Subject to easements and restrictions of record which do not substantially affect the use of the property.

**5. PLANS**

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

**6. REGISTERED  
TITLE**

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

The agreed purchase price for said premises is \$400,000.00 four hundred thousand dollars of which

**7. PURCHASE  
PRICE**

\$5,000.00

have been paid as a deposit this day and

\$25,000.00

are to be paid at the time of delivery of the deed in cash, or by certified cashier's treasurer's or bank check.

\$400,000.00

Total

MRN \_\_\_\_\_

BUYERS INITIAL

SELLERS INITIAL

8. TIME FOR PERFORMANCE Such deed is to be delivered not later than the 20<sup>th</sup> day of November, 2020 at the Southern Essex Registry of Deeds, unless otherwise agreed upon in writing.  
IT IS AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT.
9. POSSESSION AND CONDITION OF PREMISES Full Possession of said premises, FREE OF ALL TENANTS AND OCCUPANTS, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. FAILURE TO PERFECT TITLE If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be refunded and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance thereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days. The Seller shall not be required to expend more than \$1,000.00 to comply herewith excluding voluntary liens and taxes.
11. BUYERS ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction. In case of damage to the premises by fire or other casualty, and unless the property shall previously have been restored to its former condition by the SELLER, the BUYER may at his option, either cancel this agreement, and recover all sums paid hereunder or require as part of this agreement that the SELLER pay over or assign on delivery of the deed, all sums recovered or recoverable on any and all insurance covering such damage.
12. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
13. USE OF PURCHASE MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or within five days thereafter if additional time is needed to procure the instrument necessary to discharge the encumbrance.
14. INSURANCE N/A
15. ADJUSTMENTS Taxes for the then current year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed.
16. BROKER'S FEE N/A

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BUYERS INITIAL

SELLERS INITIAL

17. BROKER WARRANTY N/A
18. ESCROW All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Attorney Paul A Magliocchetti, of Sheehan, Schlavoni, Jutras and Magliocchetti, LLP, as escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent shall retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorney's fees and costs.
19. BUYER'S DEFAULT: DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing. This shall be the SELLER's sole and exclusive remedy in law and equity.
20. BROKER AS PARTY N/A
21. WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker, if none, so state: None either Express or Implied.
- The BUYER shall hold SELLER harmless for knowledge of public record. Public record shall mean federal, state and municipal agencies.
22. FINANCING The BUYER agrees to apply promptly for a land loan in an amount of \$400,000.00 from an institutional lender at current interest rates, points, and terms. If the BUYER, having used all due diligence fails to obtain a firm commitment for such a loan by November 1, 2020 all payments made hereunder by the BUYER shall be forthwith refunded and all other obligations of the parties hereto shall cease. The BUYER shall be deemed to have waived his rights under this paragraph if the SELLER has not been notified in writing by November 1, 2020 of the BUYER's inability to obtain said mortgage commitment.
23. INSPECTION AND DUE DILLIGENCE This Agreement is subject to the BUYER obtaining, at the BUYER's expense real property inspections, and the Buyer completing all other inspections by consultants of the BUYER's choosing, and the Buyer obtaining all necessary surveying and engineering of land by November 20, 2020. If the BUYER is not satisfied with the results of such surveying and engineering this Agreement may be terminated by the BUYER by notifying the SELLER(s) in writing, on or before November 20, 2020, and the deposit will be returned to the BUYER. The BUYER shall be deemed to have waived his rights under this paragraph, if the SELLER(s) have not been notified in writing on or before November 20, 2020, that the BUYER is not satisfied with the results of said surveying and engineering.
24. LEAD PAINT N/A
25. SMOKE/CARBON MONOXIDE DETECTOR N/A
26. CONSTRUCTION OF AGREEMENT This instrument, executed in four parts, is to be construed under the laws of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be "cancelled," modified or amended only by a written instrument executed by the parties hereto or their legal representatives. If two or more persons are named herein as SELLER or BUYER their obligations hereunder shall be joint and several.


MRW

BUYERS INITIAL

SELLERS INITIAL

27.  
ADDITIONAL  
PROVISIONS

See Buyer's Addendum

BUYER		DATE 5/12/20	SELLER	DATE
BUYER		DATE	SELLER	DATE

**Buyer's Addendum  
To Purchase and Sale Agreement Between**

**Daniel Byra and Mark Byra ("Seller")  
and  
M. Ryan Norman, or his nominee ("Buyer")**

**97 Corliss Hill Road, Haverhill, Massachusetts, Parcel I.D. Map 462- Block 204- Lot 71B,  
consisting of 22.45 acres +/- (the "Premises")**

All provisions in this Addendum are in addition to and enlargement of the provisions in the Standard Purchase and Sale Agreement of which this Addendum is a part. In the event of any inconsistency between the terms of the Purchase and Sale Agreement and this Addendum, then the provisions of this Addendum shall prevail. The terms of the Purchase and Sale Agreement are hereby amended and the following is added thereto, or to the extent of any inconsistencies, substituted therefore.

- I. Notwithstanding the provisions of paragraph 4, the Premises shall not be in conformity with the provisions of this Agreement unless:
  - (a) All buildings, structures and improvements, including but not limited to any driveways, garages, decks, pools, and septic systems shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entity;
  - (b) No building, structure, or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises;
  - (c) The Premises shall abut and have access to a public way, duly laid out or accepted as such by the city or town in which said Premises are located;
  - (d) The premises are not in violation of applicable zoning, building and subdivision laws and regulations;
  - (e) SELLER has never been required to purchase flood insurance;
  - (f) No individual or entity, other than a utility company, shall have any easement rights over the premises, nor shall such utility easements encroach upon any improvement on the premises;
  - (g) There are no outstanding lot specific Orders of Conditions on record and then in effect with respect to the premises and complete Certificates of Compliance for any outstanding lot specific Orders of Conditions have been recorded or delivered for recording prior to the Closing.

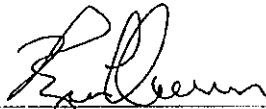
Title to the PREMISES is insurable for the benefit of the BUYER on a standard AMERICA LAND TITLE ASSOCIATION form insurance policy currently in use by a title insurance company licensed to do business in the Commonwealth of Massachusetts, at normal premium rates, subject only to those printed exceptions to title normally

included in the "jacket" to such form and to the exceptions set forth in Paragraph 4 of this Agreement. It is agreed that in the event of a title matter for which a title insurance company is willing to provide so called "affirmative coverage" over a known defect or issue, Buyer shall have the option and right to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

2. BUYER and its agents shall have the right of access to the Premises prior to the time specified for delivery of the SELLER's deed for the purpose of inspecting the condition of the same, taking measurements and the like, and showing the same to representatives of prospective lenders for purposes related to mortgage financing (including surveying, engineering, inspection, appraisal, and preparation of a mortgage plot plan). This right of access shall be exercised only in the presence of SELLER or SELLER's agent, and only after reasonable notice thereof to SELLER. BUYER herein indemnifies and holds SELLER harmless from and against all injuries, claims, loss, demands, causes and/or actions, costs and expenses, liability and damages, including reasonable attorney's fees, caused or in any way related to BUYER or BUYERS designees, agents, employees, contractors, and licensees entry on the property
3. SELLER makes the following representations to the best of its actual knowledge and with no independent investigation or inquiry:
  - (a) There are no underground oil storage tanks or related apparatus (including piping) for fuel oil, waste oil or other petroleum products located on or under the Premises and the SELLER has not removed such tanks or apparatus from the Premises and has no knowledge of any releases into the soil from any such tanks or apparatus;
  - (b) Other than reasonable quantities of normal household products, there has been no release of any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) and no such toxic or hazardous substances have been used, released, generated, stored, treated, disposed of, or otherwise deposited, in, on, about or from the Premises. Seller has made no independent investigation of these matters;
  - (c) There is no pending bankruptcy, mortgage foreclosure, divorce or other proceeding which might in any material way impact adversely on Seller's ability to perform under this Agreement. In the event that Seller files for bankruptcy, or if involuntary proceedings are instituted against Seller, Buyer may, at Buyer's election, terminate this Agreement by written notice to the Seller whereupon any payments made under this Agreement shall be forthwith refunded to the Buyer and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto;
  - (d) Seller is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings pending or threatened against the Seller or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises; and
  - (e) As of the date hereof, the Seller has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or

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SELLER: Daniel Byra



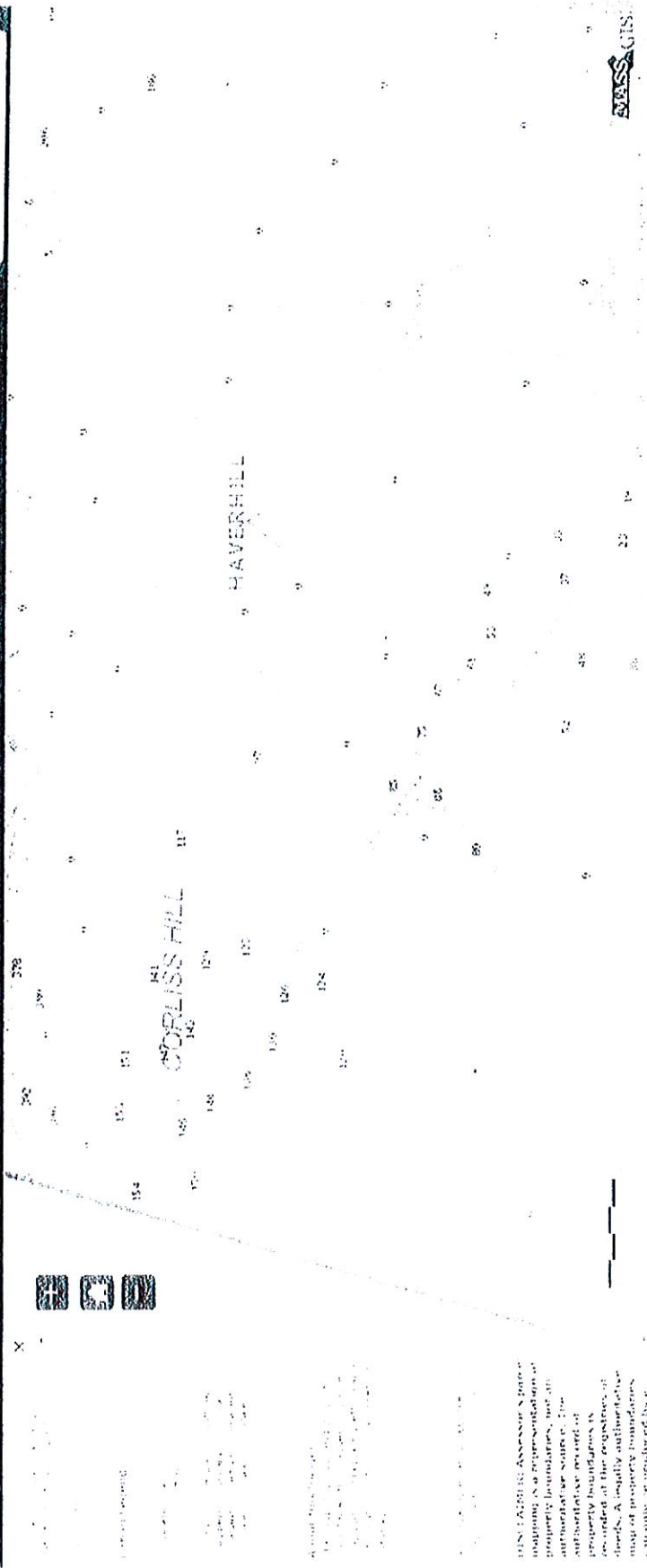
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BUYER: M. Ryan Norman

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SELLER: Mark Byra





**MEMORANDUM OF AGREEMENT BY AND BETWEEN  
THE CITY OF HAVERHILL  
AND  
ESSEX COUNTY GREENBELT ASSOCIATION, INC.**

**PARTIES**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered into by and among the City of Haverhill, acting by and through its Mayor and/or its City Council (the "City"), the City of Haverhill, acting by and through its Water Division (the "Water Division"), and Essex County Greenbelt Association, Inc. ("Greenbelt").

**PURPOSES**

WHEREAS, Daniel S. Byra and Mark A. Byra (together with their respective heirs and personal representatives, the "Current Owners") are the owners of that certain parcel of land located in Haverhill, Essex County, Massachusetts, shown as Lot 71B on that certain plan entitled "Proposed Site Plan of Land at 117 Corliss Hill Road, Haverhill, Massachusetts, Owner/Applicant: Leslie Salach and Michael W. Byra," prepared by R.A.M. Engineering, dated September 2008, and recorded in the Essex Southern District Registry of Deeds in Plan Book 418 as Plan 86 (a copy of which is attached hereto as **Exhibit A** and incorporated herein), and which parcel of land is commonly identified as 97 Corliss Hill Road and Assessor's Parcel 462-204-71B (collectively, the "Property"); and

WHEREAS, the Property is enrolled in a preferential tax classification as agricultural/horticultural land pursuant to M.G.L. Chapter 61A, which statute grants to the City an option to purchase the Property in the event that the Current Owners intend to sell the Property for residential, commercial or industrial use (the "Purchase Option"); and

WHEREAS, the Current Owners have entered into a purchase and sale agreement with M. Ryan Norman for one or more such uses, and the Current Owners have delivered the statutorily required Notice of Intent to the City; and

WHEREAS, the City wishes to assign the Purchase Option to Greenbelt, and Greenbelt wishes to accept such assignment and purchase the Property, subject to the terms and conditions set forth herein; and

WHEREAS, following Greenbelt's acquisition of the Property, Greenbelt intends to divide the Property into two parcels as generally depicted upon the sketch plan attached hereto as **Exhibit B** and incorporated herein (the "Property Division Sketch Plan"); and

WHEREAS, following such division, the parties wish to engage in additional transactions with respect to the Property, such as (i) the taking of the 13+/- acre parcel shown on the Property Division Plan (collectively, the "City Land") by the Water Division (the "Taking"), (ii) the granting of a perpetual conservation restriction by the Water Division to Greenbelt on, over and

across the City Land, which conservation restriction shall be substantially similar to the draft document attached hereto as **Exhibit C** and incorporated herein (in its final form, the "City CR"), and (iii) the granting of a perpetual conservation restriction by Greenbelt to the Water Division on, over and across the 9.5+/- acre parcel shown on the Property Division Sketch Plan (the "Greenbelt Land"), which conservation restriction shall be substantially similar to the draft document attached hereto as **Exhibit D** and incorporated herein (in its final form, the "Greenbelt CR"), all subject to the terms and conditions set forth herein; and

WHEREAS, the parties have prepared that certain timeline of actions attached hereto as **Exhibit E** and incorporated herein (the "Timeline"), to which the parties agree to adhere to the best of their abilities; and

WHEREAS, the purpose of this Agreement is to set forth the respective rights and obligations of the City, the Water Division and Greenbelt with respect to the Purchase Option and the subsequent transactions with respect to the Property.

### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the City, the Water Division and Greenbelt, agree as follows:

A. **Assignment and Acceptance of Purchase Option.** The City agrees to assign the Purchase Option and Greenbelt agrees to accept the Purchase Option, subject to the terms and conditions set forth herein. Notwithstanding anything to the contrary set forth herein, however, the assignment of the Purchase Option by the City and/or the acceptance of such assignment by Greenbelt is expressly conditioned upon satisfaction of all of the following contingencies:

- (i) No later than October 15, 2021, the full and complete negotiation of the City CR and the Greenbelt CR, subject to the final review by the Commonwealth of Massachusetts, and Greenbelt's submission of such instruments to the Commonwealth of Massachusetts for review; and
- (ii) No later than October 31, 2021, Greenbelt's and the Water Division's satisfaction with the approval-not-required plan commissioned by Greenbelt at Greenbelt's sole expense dividing the Property into the City Land and the Greenbelt Land (the "ANR Plan"), which plan shall be based upon the Property Division Sketch Plan. Greenbelt shall deliver a draft of such plan to the Water Division no later than October 15, 2021;
- (iii) No later than November 15, 2021, Greenbelt's and the Water Division's satisfaction with its due diligence investigations of the Property, with Greenbelt agreeing to share with the Water Division copies of any and all title reports, environmental inspections and/or appraisals of the Property commissioned by Greenbelt at Greenbelt's sole expense (though the Water Division agrees and acknowledges that Greenbelt is not making any representations or warranties with respect to the completeness or accuracy of such materials) and with the Water

Division agreeing to confirm to Greenbelt in writing its satisfaction with the condition of title to and the physical condition (including, but not limited to, the environmental condition) of the Property; and

- (iv) No later than November 30, 2021, a public hearing(s) has been held by the City with respect to the assignment of the Purchase Option, the Taking, the granting of the City CR and the acceptance of the Greenbelt CR; and
- (v) No later than November 30, 2021, the full and complete negotiation of the consensual order of taking (the “Order of Taking”); and
- (vi) No later than December 15, 2021, Greenbelt’s receipt of the unqualified approval of its Board of Directors with respect to the assignment of the Purchase Option, the exercise of the Purchase Option, the acquisition of the Property, the acceptance of the City CR and the granting of the Greenbelt CR; and
- (vii) No later than December 15, 2021, the affirmative vote of the Mayor and the City Council with respect to the assignment of the Purchase Option; and
- (viii) No later than December 15, 2021, Greenbelt and the City have executed and exchanged original counterparts to the assignment and assumption agreement attached hereto as **Exhibit F** and incorporated herein (the “Assignment of First Refusal Option”); and
- (ix) No later than December 15, 2021, Greenbelt has received from the City an original executed and acknowledged notice in the form attached hereto as **Exhibit G** and incorporated herein (the “Notice of Assignment of First Refusal Option”); and
- (x) No later than December 15, 2021, Greenbelt has been provided with sufficient evidence that the City has successfully appropriated no less than \$150,000 as consideration for the Taking (collectively, the “Water Division Funds”) and that such funds will be delivered in escrow in advance of the Closing by means of a wire transfer of immediately available funds.

In the event that one of more of these contingencies remains unsatisfied as of 5:00 p.m. Eastern Time on the applicable date, any party hereto may terminate this Agreement upon written notice to the other parties, in which case no party shall have any further obligations hereunder.

If, however, all of these contingencies are satisfied by the applicable deadline, Greenbelt, at its expense, shall record the Notice of Assignment of First Refusal Option in the Southern Essex District Registry of Deeds no later than December 17, 2021, and Greenbelt shall deliver a copy of such recorded notice to the Current Owners by means of certified mail.

B. **Exercise of Purchase Option.** Unless this Agreement is earlier terminated in accordance with its terms, no later than January 5, 2022, Greenbelt agrees to exercise the Purchase Option, record a notice of exercise in the Southern Essex District Registry of Deeds, and deliver a copy of said recorded notice to the Current Owners, together with a proposed purchase and sale agreement, by means of certified mail.

C. **Acquisition of Property by Greenbelt; Closing Date.** Unless this Agreement is earlier terminated in accordance with its terms, Greenbelt shall acquire the Property pursuant to the terms and conditions of a purchase and sale agreement by and between the Current Owners, as seller, and Greenbelt, as buyer (the "**Acquisition P&S**"), on March 31, 2022 (as such date may be modified and/or extended by the Current Owners and Greenbelt, the "**Closing Date**"). Notwithstanding anything to the contrary set forth herein, however, Greenbelt's acquisition of the Property is expressly conditioned upon satisfaction of all of the following contingencies:

- (i) No later than February 28, 2022, the execution of the City CR and the Greenbelt CR (each in their final form as approved by the Commonwealth of Massachusetts) by the City, the Water Division and Greenbelt, with all original and acknowledged counterparts being delivered to Greenbelt; and
- (ii) No later than March 15, 2022, the execution of the Acquisition P&S by the Current Owners and Greenbelt; and
- (iii) No later than March 22, 2022, Greenbelt's receipt of the Commonwealth of Massachusetts' original and acknowledged signatures on the City CR and the Greenbelt CR; and
- (iv) No later than March 22, 2022, the Water Division's delivery of the Water Division Deliveries to (as defined in Section E herein) to the Closing Agent (as defined in Section D herein).

In the event that one of more of these contingencies remains unsatisfied as of 5:00 p.m. Eastern Time on the applicable date, Greenbelt may terminate this Agreement upon written notice to the other parties, in which case no party shall have any further obligations hereunder.

D. **Closing.** Greenbelt's acquisition of the Property, the Taking, the grant of the City CR and the grant of the Greenbelt CR (collectively, the "**Closing**") shall occur on the Closing Date. The Closing shall be conducted by a Massachusetts-licensed attorney or a representative of a Massachusetts title insurance company (as applicable, the "**Closing Agent**") selected by Greenbelt, and the cost of Closing Agent's services shall be borne solely by Greenbelt.

The Water Division shall deposit the Water Division Deliveries in escrow with Closing Agent at least three (3) business days in advance of the Closing Date, and Greenbelt shall deposit the Greenbelt Deliveries (as defined in Section E herein) with Closing Agent at least three (3) business days in advance of the Closing Date. On the Closing Date, Closing Agent shall record a municipal lien certificate (if Greenbelt so elects), the quitclaim deed from the Current Owners conveying the Property to Greenbelt (the "**Deed**"), the ANR Plan, the Order of Taking, the City CR and the Greenbelt CR, strictly in that order, and shall disburse the Water

Division Funds to Greenbelt. It is agreed that Closing Agent shall have no liability to the Water Division or Greenbelt for the performance of its services herein except as a result of Closing Agent's gross negligence or willful misconduct.

Notwithstanding anything to the contrary set forth herein, however, in the event that Greenbelt fails to acquire the Property on the Closing Date for any reason, this Agreement shall terminate automatically and no party shall have any further obligations hereunder (including, but not limited to, any obligation to initiate and/or participate in litigation).

E. **Closing Deliveries.** No later than 12:00 noon on the third (3<sup>rd</sup>) business day prior to the Closing Date, the Water Division and Greenbelt shall deliver the documents and/or monies described below. All documents shall be originals, executed by an authorized representative(s) of the Water Division and/or Greenbelt, as applicable, and if such closing document is intended to be recorded, each signature will be properly acknowledged.

- (i) **Water Division Deliveries.** No later than the above deadline, the Water Division shall deliver the following items to Closing Agent in escrow (collectively, the "**Water Division Deliveries**"): (i) the Water Division Funds, (ii) the Order of Taking, and (iii) if applicable, a certified vote authorizing the Taking, the grant of the City CR and/or the acceptance of the Greenbelt CR.
- (ii) **Greenbelt Deliveries.** No later than the above deadline, Greenbelt shall deliver the following items to Closing Agent in escrow (collectively, the "**Greenbelt Deliveries**"): (i) the remaining funds necessary to acquire the Property as set forth on that certain settlement statement by and between the Current Owners and Greenbelt, (ii) all documents required of Greenbelt by the terms of the Acquisition P&S, (iii) the signed, stamped and recordable mylar of the ANR Plan, (iv) the fully executed City CR, and (v) the fully executed Greenbelt CR.

F. **Closing Expenses and Prorations.** Greenbelt shall pay all recording fees associated with any municipal lien certificates, the Deed, the ANR Plan, the Order of Taking, the City CR, the Greenbelt CR and any other documents required to effectuate the transactions contemplated herein (such as certified votes). The parties acknowledge and agree that no transfer taxes or deed stamps are required with respect to the Order of Taking, the City CR and/or the Greenbelt CR and that real estate taxes on the City Land shall not be prorated at Closing. The City and the Water Division further acknowledge and agree that no conveyance taxes and/or rollback taxes shall be assessed against Greenbelt with respect to the Property at or following the Closing. Each party shall be responsible for its own legal expenses and for the costs associated with its own policies of title insurance, if any.

G. **Condition of Title.** At the time of the recording of the Order of Taking, the City CR and the Greenbelt CR, the Property shall be subject only to the following encumbrances (collectively, the "**Permitted Encumbrances**"):

- (i) the applicable laws and regulations of any governmental authority in effect on the date hereof; and

- (ii) the statutory lien for current year real property taxes not yet due and payable; and
- (iii) any statutory liens imposed by virtue of the Subject Property's enrollment in a preferential tax classification pursuant to M.G.L. Chapters 61A, to the extent that such liens remain in effect and in force; and
- (iv) that certain easement to New England Telephone and Telegraph Company dated September 8, 1941, and recorded in the Southern Essex District Registry of Deeds in Book 3279 at Page 515; and
- (v) that certain easement to New England Telephone and Telegraph Company dated September 14, 1953, and recorded in the Southern Essex District Registry of Deeds in Book 4026 at Page 169; and
- (vi) those matters shown on the ANR Plan.

H. **As-Is, Where-Is Condition; Delivery of City Land.** The parties, each having been given the opportunity to inspect the Property, agree as follows:

- (i) Upon the recording of the Order of Taking, Greenbelt shall deliver to the Water Division full possession of the City Land free and clear of the rights and claims of all other parties, other than as set forth in the Permitted Encumbrances, and the Water Division agrees to accept the City Land in AS-IS, WHERE-IS condition as of the date hereof, reasonable wear and tear excepted. Accordingly, the Water Division hereby waives any and all claims it might otherwise have against Greenbelt, now or in the future, relating to the title to, condition of, siting and/or boundaries of the City Land and/or value of the City Land; and
- (ii) The Water Division hereby agrees to accept the Greenbelt CR with the Greenbelt Land in AS-IS, WHERE-IS condition as of the date hereof, reasonable wear and tear excepted. Accordingly, the Water Division hereby waives any and all claims it might otherwise have against Greenbelt, now or in the future, relating to the title to, condition of, siting and/or boundaries of the Greenbelt Land and/or value of the Greenbelt CR, provided, however, that this sentence shall not serve to negate, modify, or amend any warranties of title and/or covenants made by Greenbelt in the Greenbelt CR; and
- (iii) Greenbelt hereby agrees to accept the City CR with the City Land in AS-IS, WHERE-IS condition as of the date hereof, reasonable wear and tear excepted. Accordingly, Greenbelt hereby waives any and all claims it might otherwise have against the Water Division, now or in the future, relating to the title to, condition of, siting and/or boundaries of the City Land and/or value of the City CR, provided, however, that this sentence shall not serve to negate, modify, or amend any warranties of title and/or covenants made by the Water Division in the City CR.

I. **Defaults; Remedies.** In the event that any party fails to perform its obligations hereunder, either of the other parties shall have the right, but not the obligation, to terminate this Agreement upon written notice the other parties, in which case no party shall have any further obligations hereunder.

J. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties by hand, by facsimile, by commercial express courier service or by first class United States mail, postage prepaid, addressed to the parties at the addresses set forth below.

City:

James J. Fiorentini, Mayor, 4 Summer  
Street, Haverhill, MA 01830, Tel: (978)  
374-2300, Fax: (978) 373-7544

Water Division:

Robert Ward, Deputy Director,  
Department of Public Works, 40 South  
Porter Street, Haverhill, MA 01835, Tel:  
(978) 374-2382, Fax: (978) 521-4083

Greenbelt:

Essex County Greenbelt Association, Inc.  
Attn: Vanessa Johnson-Hall  
82 Eastern Ave.  
Essex, MA 01929  
Tel: (978) 768-7241 ext. 16  
Fax: (978) 768-3286

All notices given personally or by facsimile shall be deemed given when received. All notices given by mail or by commercial express courier service shall be deemed given when deposited in the mail, first class postage prepaid, or with such courier, addressed to the party to be notified. The parties may, by notice as provided above, designate a different address to which notice shall be given.



K. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of law principles.

L. **Binding on Successors.** This Agreement shall be binding not only upon the parties, but also upon their respective assigns and/or successors in interest.

M. **Time of the Essence; Next Business Day.** Time is of the essence in this Agreement. Notwithstanding anything to the contrary set forth herein, in the event that any date for performance or notice hereunder falls on a Saturday, Sunday, a date on which a state of emergency has been declared in the Commonwealth of Massachusetts, a state, federal or bank holiday, or, with respect to the Closing Date, a date on which the applicable registry of deeds is closed for any reason, the deadline for such performance or notice shall be automatically extended to the next business day.

N. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced. No delay, forbearance or neglect in the enforcement of any of the conditions of this Agreement or any rights or remedies hereunder shall constitute or be construed as a waiver thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

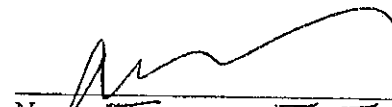
O. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Legible facsimile copies, electronically scanned copies and photocopies of documents signed by either party are deemed to be equivalent to originals.

[Remainder of page intentionally left blank]

Executed under seal as of the 24<sup>th</sup> day of August, 2021.

**CITY:**

City of Haverhill acting by and through its Mayor and/or its City Council


By:   
Name: James J. Fiorentini  
Title: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**Water Division:**

City of Haverhill, acting by and through its Water Division

By:   
Name: Robert E. Ward  
Title: Deputy DPW Director

**GREENBELT:**

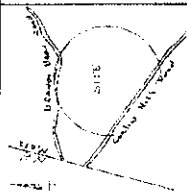
Essex County Greenbelt Association, Inc.

By:   
Name: Katherine Bowditch  
Title: President

**EXHIBIT A**

Recorded Plan of Property

(see attached)



ASSESSORS PLAN 467  
BLOCK 204  
LOT 71  
DEED BOOK 6946  
ZONE SC

86  
418

PAGE 757

PLAN BOOK 18 PLANS  
RECORDED  
RECEIVED  
SEP 18 2008  
NOTARY  
[Signature]  
[Signature]  
[Signature]

FOR REVISION USE ONLY

## PROPOSED SITE PLAN OF LAND AT

117 CORLISS HILL ROAD  
HAVERHILL, MASSACHUSETTS

### OWNER/APPLICANT:

LESLIE SALACH  
117 CORLISS HILL ROAD  
HAVERHILL, MA 01830

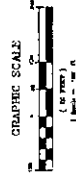
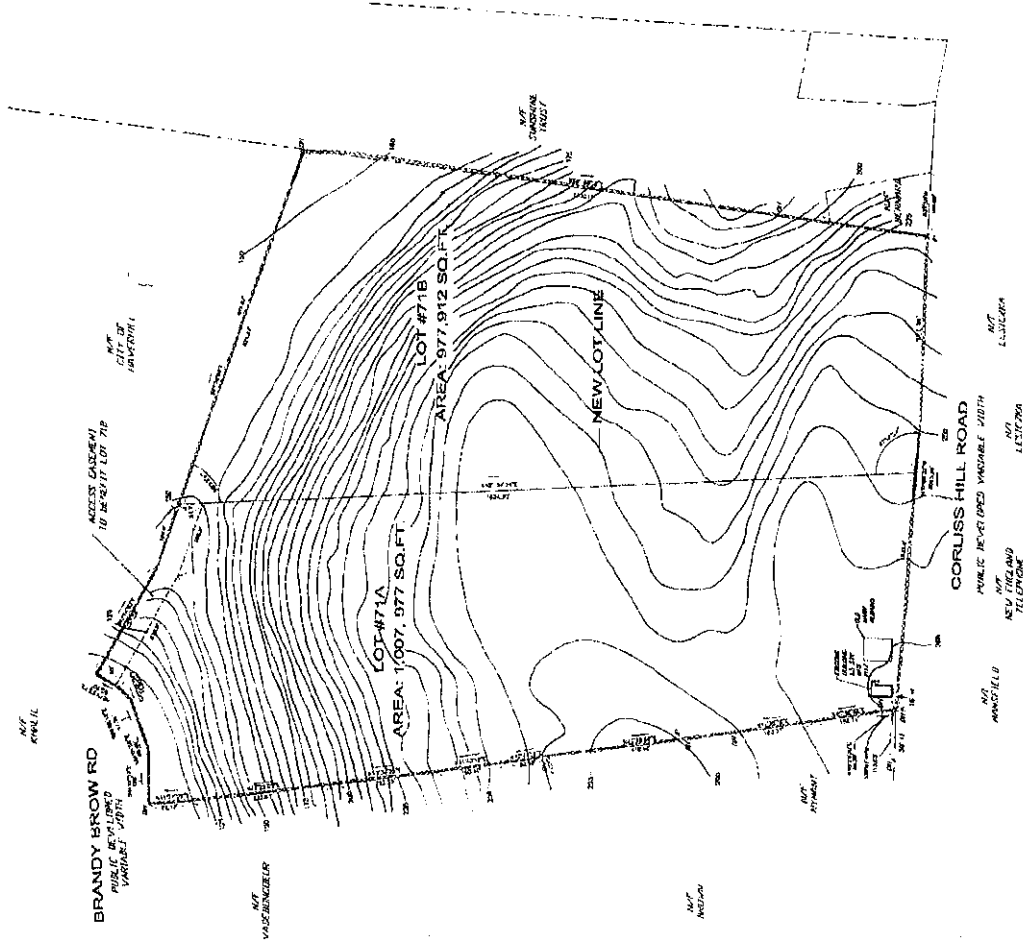
MICHAEL W. BYRA  
117 CORLISS HILL ROAD  
HAVERHILL, MA 01830

SEPTEMBER, 2008

PLANNING BOARD APPROVAL  
UNDER SUBDIVISION CONTROL  
LAWS NOT REQUIRED

DATE: 9-19-2008

TO CERTIFY THAT THE LAND AND MORTGAGE SHOWN ARE  
IN ACCORDANCE WITH ZONING ORDINANCES OF THE CITY OF HAVERHILL  
AND PLANNING BOARD RESOLUTIONS, AND THAT THE PLANNING BOARD  
HAS REVIEWED THE PLANNED LOTS SHOWN ARE EXISTING AND  
NOT CHANGED OR ALTERED IN ANY MANNER, AND FURTHER, I CERTIFY  
THAT THE PLANNED LOTS SHOWN ARE IN ACCORDANCE WITH THE  
CONVEYING SUBDIVISION OF LAND, SECTION 8, PART 8, AND FURTHER,  
I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS  
OF THE REGISTRATION OF DEEDS.

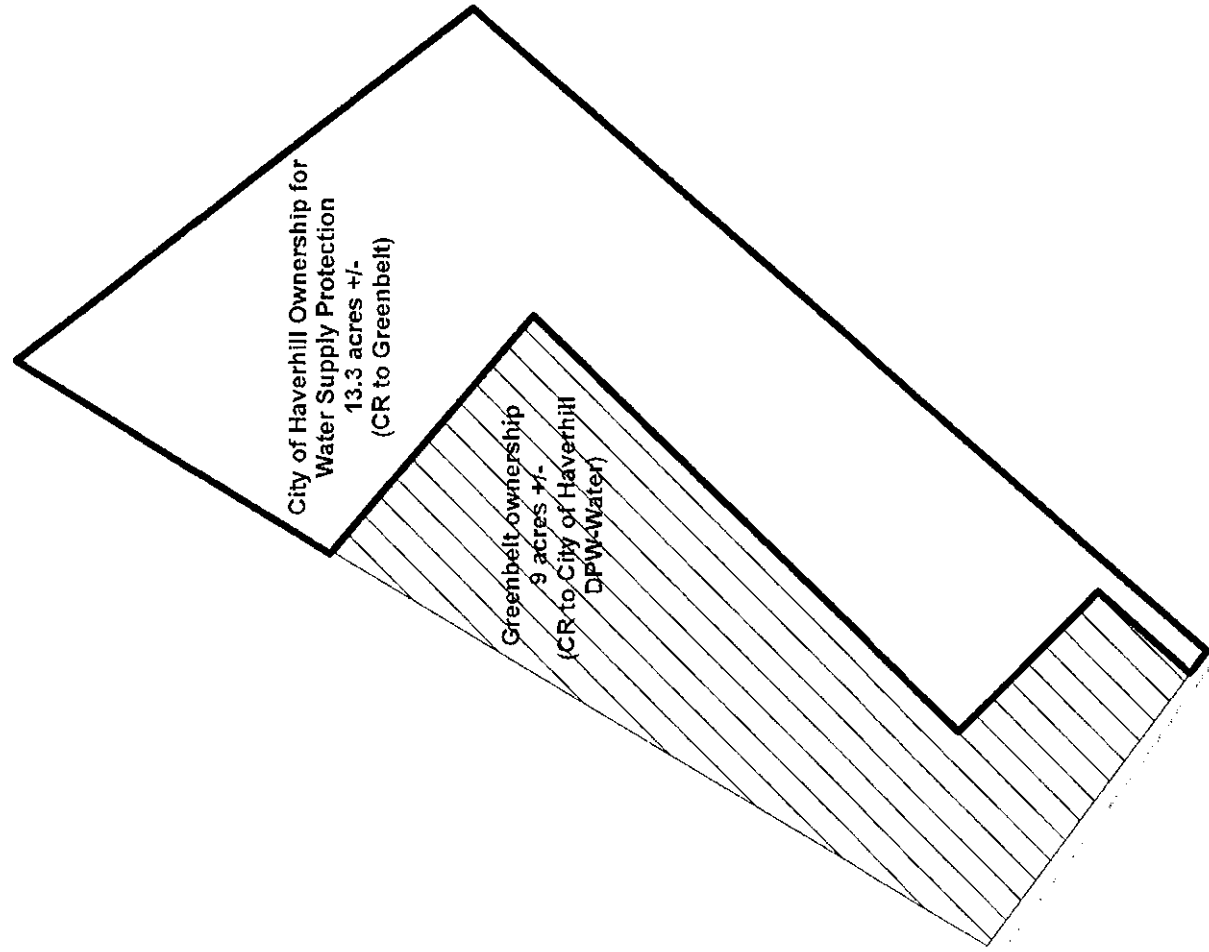


**R.A.M. ENGINEERING**  
160 Main Street  
Haverhill, Massachusetts 01830  
TEL: (978) 572-0449 FAX: (978) 372-7183

**EXHIBIT B**

Property Division Sketch Plan

(see attached)





0 300 600 Feet

Map for illustrative purposes only. Boundaries are approximate and based on most currently-available assessor's data, 2019 Orthophotos 1:5,000. All data other than Greenbelt properties from MassGIS. Map by Greenbelt, dated 7.19.21



# 97 Corliss Hill Road

## Exhibit B: Final Configuration

-  97 Corliss Future City Ownership
-  97 Corliss Future Greenbelt Ownership
- City of Haverhill Watershed Land

**EXHIBIT C**

Form of City CR

(see attached)

**GRANTOR:** City of Haverhill  
**GRANTEE:** Essex County Greenbelt Association,  
Inc.  
**ADDRESS OF PREMISES:** 97 Corliss Hill Road  
**FOR GRANTOR'S TITLE SEE:** Southern Essex  
District Registry of Deeds at Book \_\_\_\_\_, Page  
\_\_\_\_\_.

## **CONSERVATION RESTRICTION**

### **I. PREAMBLE**

The City of Haverhill, a municipality organized under the laws of the Commonwealth of Massachusetts with its usual place of business located at 4 Summer Street, Haverhill, Massachusetts 01830, acting by and through its City Council, acting as the Board of Water Commissioners for the City of Haverhill Department of Public Works, Water Division by authority of Section 41 of Chapter 40 of the Massachusetts General Laws, its permitted successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, Essex County Greenbelt Association, Inc., a Massachusetts not-for-profit corporation having its principal office at 82 Eastern Avenue, Essex, Massachusetts 01929, being the sole owner of the Premises as defined herein, for its successors and assigns ("Grantee"), for no consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the City of Haverhill containing the entirety of an XX-acre parcel of land ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

### **II. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for passive outdoor recreational use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

**The Conservation Values protected by this Conservation Restriction include the following:**



*Exhibit C--City CR (7-21-21)*

- A. Open Space. The Premises contributes to the protection of the scenic and natural character of Haverhill's protected adjacent watershed land, and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved.
- B. Water Supply. The Premises is located within an Active Surface Water Supply watershed, and is mapped entirely as a Zone C Surface Water Protection Area by the MA Department of Environmental Protection; thus the protection of the Premises is critical to maintaining the public drinking water supply.
- C. Water Quality. The Premises offers additional protection to the East Meadow River by ensuring a vegetated cover and preventing development, thus helping to maintain water quality for public drinking water supplied by the East Meadow River;
- D. Wildlife Habitat. The Premises includes areas designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as "Priority Habitats of Rare and Endangered Species," the protection of which aligns with NHESP's wildlife and habitat protection objectives.
- E. Public Access. Public access to trails on the Premises will be allowed for passive outdoor recreation, education, and nature study; trails on the Premises will connect to trails on adjacent protected lands.
- F. Biodiversity. The Premises includes areas designated as BioMap2 Core Habitat for Species of Conservation Concern, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap2* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- G. Climate Change Resiliency. The Premises is identified as an area of average Terrestrial Resilience according to The Nature Conservancy's (TNC) Resilient Land Mapping Tool. TNC's Resilient Land Mapping Tool was developed in order to map 'climate-resilient' sites that are 'more likely to sustain native plants, animals, and natural processes into the future.' The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- H. Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. The protection of the Premises advances government policy regarding the conservation of natural resources, including the following: Haverhill's 2016-2023 Open Space and Recreation Plan, Goals 6, 7, and 10, which address the protection of agricultural lands, and open space and recreational opportunities for the public; the Massachusetts Statewide Comprehensive Outdoor Recreation Plan Goal 1 to expand local trail networks,

and the goals of the Merrimack Valley Priority Growth Strategy, specifically to preserve municipal water sources, biodiversity, and to preserve scenic landscapes and rural character.

### **III. PROHIBITED and PERMITTED ACTS AND USES**

#### **A. Prohibited Acts and Uses**

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;

8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

**B. Permitted Acts and Uses**

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Indigenous Cultural Practices. With prior notice to the Grantee, allowing indigenous peoples to:

- a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
  - b. Harvest plant-life using sustainable methods, including regrowth and replanting to ensure sustainable populations for traditional cultural practices and non-commercial purposes;
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
7. Trails. Maintaining and constructing trails as follows:
  - a. Existing Trails. Conducting routine maintenance of existing trails, which may include widening trail corridors up to X (X) feet in width overall, with a treadway up to Y (Y) feet in width.
  - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
  - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
8. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
9. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities; hunting may be permitted with prior written approval of the Grantee;
10. Forest Management.
  - a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or

successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester.

- b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation ("DCR") or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
- i. be prepared by a forester licensed through DCR and shall follow the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
  - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR, 2013) and subsequent versions as may be approved by the Forestry Bureau ("Forestry BMPs"); and
  - iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.10; and
  - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

11. Other Activities. Such other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights or, as applicable, are included in an approved Forest Stewardship Plan, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.

### **C. Site Restoration**

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

**D. Compliance with Permits, Regulations, Laws**

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

**E. Notice and Approval.**

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
  - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
  - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
  - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
  - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

**IV. INSPECTION AND ENFORCEMENT**

**A. Entry onto the Premises**

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

**B. Legal and Injunctive Relief.**

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

**C. Non-Waiver**

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

**D. Disclaimer of Liability**

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

**E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

**V. PUBLIC ACCESS**

The Grantor grants access to present and future trails on the Premises to the general public and agrees to take no action to prohibit or discourage trail access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.9. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.9. The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section.

**VI. TERMINATION/RELEASE/EXTINGUISHMENT**

**A. Procedure**

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

**B. Grantor's and Grantee's Right to Recover Proceeds**

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding



requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

**C. Grantee's Receipt of Property Right**

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

**D. Cooperation Regarding Public Action**

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

**VII. DURATION and ASSIGNABILITY**

**A. Running of the Burden**

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

**B. Execution of Instruments**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

**C. Running of the Benefit**

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;

3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VIII. SUBSEQUENT TRANSFERS**

### **A. Procedure for Transfer**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

### **B. Grantor's Liability**

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **IX. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within thirty (30) *[60 days for municipalities unless otherwise agreed upon]* days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **X. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## **XI. AMENDMENT**

### **A. Limitations on Amendment**

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

### **B. Amendment Approvals and Recording**

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the City of Haverhill and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XII. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XIII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Essex County Greenbelt Association, Inc.

Director of Stewardship  
P.O. Box 1026  
Essex, MA 01929

To Grantee: City of Haverhill  
Dept. of Public Works, Water Division  
Deputy Director  
40 South Porter Street  
Haverhill, MA 01835

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

#### **XIV. GENERAL PROVISIONS**

##### **A. Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

##### **B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

##### **C. Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

##### **D. Entire Agreement**

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

#### **XV. BASELINE DOCUMENTATION REPORT**

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a

Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

## **XVI. MISCELLANEOUS**

### **A. Pre-existing Public Rights**

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

### **B. Release of Homestead**

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

### **C. No Surety Interest**

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

### **D. Prior Encumbrances**

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

### **E. Attached hereto and incorporated herein by reference are the following:**

Signature pages:

Grantor  
Grantee Acceptance  
Approval of Mayor

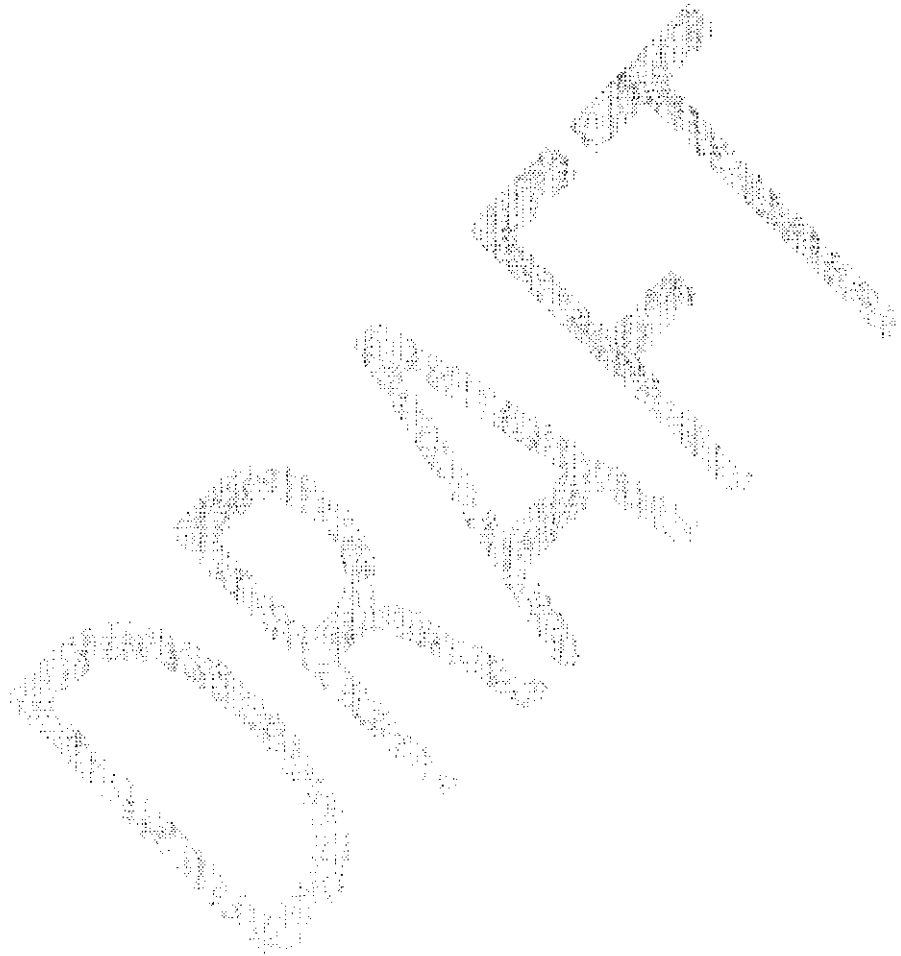
*Exhibit C--City CR (7-21-21)*

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises



*Exhibit C--City CR (7-21-21)*

We, the undersigned, being a majority of the City Council of the City of Haverhill, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2021, the City Council voted to approve and grant the foregoing Conservation Restriction to Essex County Greenbelt Association, Inc. pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby grant the foregoing Conservation Restriction.

CITY OF HAVERHILL CITY COUNCIL

\_\_\_\_\_  
Melinda Barrett, City Council President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Melinda Barrett, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACCEPTANCE OF GRANT**

The foregoing Conservation Restriction from the City of Haverhill was accepted by Essex County Greenbelt Association, Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_, duly authorized  
Kate Bowditch, President

\_\_\_\_\_, duly authorized  
Timothy Fritzinger, Treasurer

**COMMONWEALTH OF MASSACHUSETTS**

Essex County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**APPROVAL OF MAYOR OF CITY OF HAVERHILL**

The undersigned, Mayor of the City of Haverhill, hereby approves the foregoing Conservation Restriction from the City of Haverhill to Essex County Greenbelt Association, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

\_\_\_\_\_  
James J. Fiorentini, Mayor of the City of Haverhill, duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

Essex County, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_ proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF  
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the City of Haverhill to Essex County Greenbelt Association, Inc. has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Kathleen A. Theoharides  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## EXHIBIT A

### Legal Description of Premises

*If you do not have a survey plan for the Premises, or if you choose to provide a written description in addition to the survey plan, insert that written description here.*

*ALL Building Envelopes and Exclusion areas MUST be defined by metes and bounds.*

*If providing a written metes and bounds description along with a survey plan, the written metes and bounds and those shown on the survey MUST match.*

**OR**

*If Exhibit B is a reduced copy of a survey plan and you will not provide a written metes and bounds description, follow the template provided below. This is the recommended option if you have a survey plan.]*

### Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of [INSERT # of and "parcels"] of land located in the [Town/City of XXX], [County Name] County, Commonwealth of Massachusetts, containing a total of [Insert # of acres] acres, shown as [Insert parcel name as given on plan, i.e., "Parcel A" or "Lot 10"] on a plan of land entitled [Insert Plan Name], dated [Insert Plan Date], prepared by [Insert Plan creator / professional land surveyor / company name, address], said plan recorded at the [Insert recording information], a reduced copy of which is attached hereto as Exhibit B.

Street Address:

**EXHIBIT B**

[Reduced Copy of OR Sketch] Plan of Premises

For official full size plan see [enter County] Registry of Deeds Plan Book \_\_\_\_\_ Page \_ \_

*[This plan/map must show the Premises. The CR area and any exclusions or building envelopes must be clearly labeled.]*

*If a party other than the PLS or other professional preparer of the Plan has added features (e.g., planned trails), this should be labeled as a 'Sketch Plan of Premises' and should clarify which features are not associated with the official copy.*

*If this is a copy of the full size plan that has not been altered in any way, then it should be labeled as a 'Reduced Copy of Plan of Premises'.]*

**EXHIBIT D**

Form of Greenbelt CR

(see attached)

**GRANTOR:** Essex County Greenbelt Association, Inc.

**GRANTEE:** City of Haverhill

**ADDRESS OF PREMISES:** 97 Corliss Hill Road

**FOR GRANTOR'S TITLE SEE:** Southern Essex District  
Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_.

## **CONSERVATION RESTRICTION**

### **I. PREAMBLE**

Essex County Greenbelt Association, Inc., a Massachusetts not-for-profit corporation having its principal office at 82 Eastern Avenue, Essex, Massachusetts 01929, being the sole owner of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to the City of Haverhill, a municipality organized under the laws of the Commonwealth of Massachusetts with its usual place of business located at 4 Summer Street, Haverhill, Massachusetts 01830, acting by and through its City Council, acting as the Board of Water Commissioners for the City of Haverhill Department of Public Works, Water Division by authority of Section 41 of Chapter 40 of the Massachusetts General Laws, its permitted successors and assigns ("Grantee"), for no consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Haverhill containing the entirety of an XX-acre parcel of land ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

### **II. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition, and available for agricultural use and passive outdoor

recreational use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

[The fee interest in the Premises was acquired utilizing, in part, assistance from the Conservation Partnership program which requires, pursuant to Section 2A of Chapter 286 of the Acts of 2014, the conveyance of this Conservation Restriction.]

**The Conservation Values protected by this Conservation Restriction include the following:**

- A. Open Space. The Premises contributes to the protection of the scenic and natural character of Haverhill's protected adjacent watershed land, and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved.
- B. Soils and Soil Health. The majority of the Premises is mapped as Prime Farmland Soils or Farmland Soils of Statewide Importance, as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- C. Water Supply. The Premises is located within an Active Surface Water Supply watershed, and is mapped entirely as a Zone C Surface Water Protection Area by the MA Department of Environmental Protection; thus the protection of the Premises is critical to maintaining the public drinking water supply.
- D. Wildlife Habitat. The Premises includes areas designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as "Priority Habitats of Rare and Endangered Species," the protection of which aligns with NHESP's wildlife and habitat protection objectives.
- E. Public Access. Public access to trails on the Premises will be allowed for passive outdoor recreation, education, and nature study; trails on the Premises will connect to trails on adjacent protected lands.
- F. Biodiversity. The Premises includes areas designated as BioMap2 Core Habitat for Species of Conservation Concern, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap2* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.



- G. Water Quality. The Premises offers additional protection to the East Meadow River by ensuring a vegetated cover and preventing development, thus helping to maintain water quality for public drinking water supplied by the East Meadow River;
- H. Working Farmland. The protection of the Premises will ensure that the open fields contained on the Premises will be permanently available for agriculture that is consistent with protecting the water quality of the East Meadow River.
- I. Climate Change Resiliency. The Premises is identified as an area of average Terrestrial Resilience according to The Nature Conservancy's (TNC) Resilient Land Mapping Tool. TNC's Resilient Land Mapping Tool was developed in order to map 'climate-resilient' sites that are 'more likely to sustain native plants, animals, and natural processes into the future.' The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- J. Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. The protection of the Premises advances government policy regarding the conservation of natural resources, including the following: Haverhill's 2016-2023 Open Space and Recreation Plan, Goals 6, 7, and 10, which address the protection of agricultural lands, and open space and recreational opportunities for the public; the Massachusetts Statewide Comprehensive Outdoor Recreation Plan Goal 1 to expand local trail networks, and the goals of the Merrimack Valley Priority Growth Strategy, specifically to preserve municipal water sources, biodiversity, and to preserve scenic landscapes and rural character.

### **III. PROHIBITED and PERMITTED ACTS AND USES**

#### **A. Prohibited Acts and Uses**

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- 1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
- 2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
- 3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;

4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

**B. Permitted Acts and Uses**

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Indigenous Cultural Practices. With prior notice to the Grantee, allowing indigenous peoples to:
  - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
  - b. Harvest plant-life using sustainable methods, including regrowth and replanting to ensure sustainable populations for traditional cultural practices and non-commercial purposes;
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
7. Trails. Maintaining and constructing trails as follows:
  - a. Existing Trails. Conducting routine maintenance of existing trails, which may include widening trail corridors up to X (X) feet in width overall, with a treadway up to Y (Y) feet in width.
  - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.

- c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
- 8. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
- 9. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities; hunting may be permitted with prior written approval of the Grantee;
- 10. Forest Management.
  - a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester.
  - b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation ("DCR") or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
    - i. be prepared by a forester licensed through DCR and shall follow the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
    - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts,

- Amherst & DCR; 2013) and subsequent versions as may be approved by the Forestry Bureau ("Forestry BMPs"); and
- iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.10; and
- iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.

11. Agricultural Activities.

- a. Permitted Activities. "Agricultural Activities" are collectively defined as "Animal Husbandry" and "Horticulture," defined below:
  - i. Grazing. Allowing farm animals, including but not limited to dairy cattle, beef cattle, horses, poultry, sheep, pigs, and goats, to graze in open fields on the Premises, and to allow bees and beekeeping, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business.
  - ii. Horticulture. Raising vegetables, berries, and other foods for human consumption, feed for animals, flowers, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.
- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, "Best Agricultural Practices") and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws ("Healthy Soils and Practices"), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises, and further in a manner that does not impair nearby waterways, particularly the East Meadow River;
- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan ("Farm Conservation Plan"), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
  - i. Address how farming practices will prevent adverse impacts to the water quality of the East Meadow River;

- ii. in the event animal grazing is proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
  - iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices.
- d. Agricultural Structures and Improvements. Constructing and maintaining sight-pervious fencing, hayracks, watering troughs, a mobile poultry shelter, and, with prior approval of the Grantee, one (1) wood-sided run-in shelter.
12. Other Activities. Such other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights or, as applicable, are included in an approved Forest Stewardship Plan, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.

**C. Site Restoration**

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

**D. Compliance with Permits, Regulations, Laws**

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

**E. Notice and Approval**

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:

- a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
  - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
  - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
  - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

#### **IV. INSPECTION AND ENFORCEMENT**

##### **A. Entry onto the Premises**

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

##### **B. Legal and Injunctive Relief**

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after

which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

#### **C. Non-Waiver**

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

#### **D. Disclaimer of Liability**

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

#### **E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

#### **V. PUBLIC ACCESS**

The Grantor grants access to present and future trails on the Premises to the general public and agrees to take no action to prohibit or discourage trail access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.9. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules,



regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.9. The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section.

## **VI. TERMINATION/RELEASE/EXTINGUISHMENT**

### **A. Procedure**

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

### **B. Grantor's and Grantee's Right to Recover Proceeds**

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

### **C. Grantee's Receipt of Property Right**

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

### **D. Cooperation Regarding Public Action**

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any

recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

## **VII. DURATION and ASSIGNABILITY**

### **A. Running of the Burden**

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

### **B. Execution of Instruments**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

### **C. Running of the Benefit**

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VIII. SUBSEQUENT TRANSFERS**

### **A. Procedure for Transfer**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. *[If the Premises was acquired by a Land Trust or similar conservation organization with a Conservation Partnership grant, insert the following: Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a*

qualified conservation organization.] Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

#### **B. Grantor's Liability**

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

### **IX. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

### **X. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

### **XI. AMENDMENT**

#### **A. Limitations on Amendment**

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;

4. affect the status of Grantee as a “qualified organization” or “eligible donee” under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

#### **B. Amendment Approvals and Recording**

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the City of Haverhill and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

#### **XII. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

#### **XIII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: City of Haverhill  
Dept. of Public Works, Water Division  
Deputy Director  
40 South Porter Street  
Haverhill, MA 01835

To Grantee: Essex County Greenbelt Association, Inc.  
Director of Stewardship  
P.O. Box 1026  
Essex, MA 01929

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

#### **XIV. GENERAL PROVISIONS**

##### **A. Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

##### **B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

##### **C. Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

##### **D. Entire Agreement**

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

#### **XV. BASELINE DOCUMENTATION REPORT**

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

#### **XVI. MISCELLANEOUS**

**A. Pre-existing Public Rights**

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

**B. Release of Homestead**

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

**C. No Surety Interest**

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

**D. Prior Encumbrances**

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

**E. Attached hereto and incorporated herein by reference are the following:**

Signature pages:

Grantor

Grantee Acceptance

Approval of Mayor

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021,

\_\_\_\_\_, duly authorized  
Kate Bowditch, President

\_\_\_\_\_, duly authorized  
Timothy Fritzinger, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACCEPTANCE OF CITY OF HAVERHILL BY CITY COUNCIL**

We, the undersigned, being a majority of the City Council of the City of Haverhill, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2021, the City Council voted to approve and accept the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

\_\_\_\_\_  
Melinda Barrett, City Council President, duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

Essex County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Melinda Barrett, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**APPROVAL OF MAYOR OF HAVERHILL**

The undersigned, Mayor of the City of Haverhill, hereby approves the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. of the City of Haverhill in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

\_\_\_\_\_  
James J. Fiorentini, Mayor of the City of Haverhill, duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

Essex County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared James J. Fiorentini, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF  
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to the City of Haverhill has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Kathleen A. Theoharides  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## EXHIBIT A

### Legal Description of Premises

*If you do not have a survey plan for the Premises, or if you choose to provide a written description in addition to the survey plan, insert that written description here.*

*ALL Building Envelopes and Exclusion areas MUST be defined by metes and bounds.*

*If providing a written metes and bounds description along with a survey plan, the written metes and bounds and those shown on the survey MUST match.*

**OR**

*If Exhibit B is a reduced copy of a survey plan and you will not provide a written metes and bounds description, follow the template provided below. This is the recommended option if you have a survey plan.]*

### Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of [INSERT # of and "parcels"] of land located in the [Town/City of XXX], [County Name] County, Commonwealth of Massachusetts, containing a total of [Insert # of acres] acres, shown as [Insert parcel name as given on plan, i.e., "Parcel A" or "Lot 10"] on a plan of land entitled [Insert Plan Name], dated [Insert Plan Date], prepared by [Insert Plan creator / professional land surveyor / company name, address], said plan recorded at the [Insert recording information], a reduced copy of which is attached hereto as Exhibit B.

Street Address:

**EXHIBIT B**

[Reduced Copy of OR Sketch] Plan of Premises

For official full size plan see [enter County] Registry of Deeds Plan Book \_\_\_\_\_ Page \_\_\_\_\_

*[This plan/map must show the Premises. The CR area and any exclusions or building envelopes must be clearly labeled.]*

*If a party other than the PLS or other professional preparer of the Plan has added features (e.g., planned trails), this should be labeled as a 'Sketch Plan of Premises' and should clarify which features are not associated with the official copy.*

*If this is a copy of the full size plan that has not been altered in any way, then it should be labeled as a 'Reduced Copy of Plan of Premises'.]*

**EXHIBIT E**

Timeline

(see attached)

**97 Corliss Hill Road  
Haverhill, Massachusetts**

**TIMELINE FOR ACQUISITION UNDER M.G.L. CHAPTER 61A, SECTION 14**

<b>April 3, 2020</b>	Statute enacted suspending statutory deadlines under Chapter 61A, Section 14, for the duration of COVID state of emergency as declared by Governor Baker plus an additional ninety (90) days following the termination of such state of emergency
<b>June 15, 2021</b>	State of emergency terminated
<b>On or before August 15, 2021</b>	City and Greenbelt execute a Memorandum of Understanding regarding (i) the taking of 13+/- forested acres of the property from Greenbelt (the " <u>Taking</u> "), (ii) the grant of a CR over said 13+/- acres to Greenbelt (the " <u>City CR</u> "), and (iii) the acceptance of a CR from Greenbelt over the remaining portion of the property (the " <u>Greenbelt CR</u> "), which agreement shall have a sketch plan showing the agreed upon property division and this timeline attached as exhibits
<b>On or before August 31, 2021</b>	Greenbelt delivers proposed forms of the City CR and the Greenbelt CR to City
<b>September 14, 2021</b>	Statutory deadlines under Chapter 61A, Section 14, restart
<b>On or before October 15, 2021</b>	City and Greenbelt agree upon forms of City CR and Greenbelt CR (subject to review by Commonwealth of Massachusetts)  Greenbelt provides City with draft ANR plan for approval  Greenbelt submits City CR and Greenbelt CR to FEA-DCS for approval
<b>On or before October 31, 2021</b>	City approves ANR Plan

**November 2021**

City holds public hearing for assignment of first refusal option to Greenbelt. Specifically, City holds public hearing for the Taking, the grant of the City CR and the acceptance of the Greenbelt CR

City provides Greenbelt with proposed form of taking instrument and such instrument is fully negotiated between the parties

**December 1-15, 2021**

City Council and Mayor vote their intent to assign the first refusal option to Greenbelt

Greenbelt obtains approval of its Board of Directors for all transactions

City and Greenbelt execute Assignment of First Refusal Option Agreement

City executes Notice of Assignment of First Refusal Option and delivers the original recordable document to Greenbelt

City confirms that \$150,000 has been appropriated and will be delivered in escrow prior to Closing by means of a wire transfer of immediately available funds

**December 16-17, 2021**

Greenbelt records Notice of Assignment of First Refusal Option in the Southern Essex District Registry of Deeds

Greenbelt sends copy of recorded Notice of Assignment of First Refusal Option to landowner via certified mail

**January 5, 2022**

Greenbelt (i) records Notice of Exercise of First Refusal Option in the Southern Essex District Registry of Deeds and (ii) sends copy of recorded Notice of Exercise of First Refusal Option and proposed form of purchase and sale agreement to landowner via certified mail *(January 11, 2022 (120 days after September 14, 2021) – statutory deadline for recording of the Exercise of Option to Purchase)*

**On or before  
February 28, 2022**

City CR executed by City (DPW, Mayor and City Council) and Greenbelt within ten (10) business days following approval for local signature by Commonwealth of Massachusetts.

City/DPW votes to accept Greenbelt CR

Greenbelt CR executed by Greenbelt and City (DPW, Mayor, City Council) within ten (10) business days following approval for local signature by Commonwealth of Massachusetts.

Greenbelt submits the City CR and the Greenbelt CR to the Commonwealth of Massachusetts for signature

**March 22, 2022**

City delivers \$150,000 to the title company in escrow (such funds to be delivered by means of a wire transfer of immediately available funds)

City delivers its recordable taking instrument to the title company in escrow

Greenbelt wires the remaining portion of the closing funds to the title company in escrow

Greenbelt and the landowner deliver to the title company in escrow all documents required for the sale of the property to Greenbelt

Greenbelt delivers the signed and stamped mylar of the ANR plan, the fully executed original City CR and the fully executed original Greenbelt CR to the title company in escrow

**March 31, 2022**

Greenbelt purchases the property from landowner  
*(April 5, 2022 (90 days after recording of Notice of Exercise on January 5, 2022) = statutory deadline for closing)*

Immediately following the recording of the deed to Greenbelt and the ANR plan, (i) the taking instruments is recorded, (ii) the City CR is recorded and (iii) the Greenbelt CR is recorded



**EXHIBIT F**

Form of Assignment of First Refusal Option

(see attached)

**ASSIGNMENT OF FIRST REFUSAL OPTION**

The undersigned Mayor and City Council of the **City of Haverhill**, after a public hearing duly called and held pursuant to law, hereby assign to **Essex County Greenbelt Association, Inc.**, a Massachusetts nonprofit corporation having its principal office at 82 Eastern Avenue, Essex, MA 01929 (the "Assignee"), its first refusal option pursuant to M.G.L. c. 61A, Section 14 to purchase the property located at 97 Corliss Hill Road, Haverhill, which property is more particularly described in a Purchase and Sale Agreement dated May 12, 2020, by and between Daniel Byra and Mark Byra, jointly, as Seller, and M. Ryan Norman, as Buyer.

Said assignment is made to the Assignee pursuant to M.G.L. c. 61A, Section 14.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
James J. Fiorentini  
Mayor

\_\_\_\_\_  
Melinda E. Barrett  
President, City Council

\_\_\_\_\_  
Member, City Council

\_\_\_\_\_  
Member, City Council

\_\_\_\_\_  
Member, City Council

\_\_\_\_\_  
Member, City Council

**ACCEPTANCE OF ASSIGNMENT**

Essex County Greenbelt Association, Inc., a Massachusetts nonprofit corporation having its principal office at 82 Eastern Avenue, Essex, MA 01929, hereby accepts the foregoing Assignment of First Refusal Option from the City of Haverhill and, if it so elects to exercise the option, agrees to purchase the property subject to said assignment in conformity with the requirements of M.G.L. c. 61A, Section 14.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Essex County Greenbelt Association, Inc.**

By: \_\_\_\_\_  
Katherine Bowditch  
President

**EXHIBIT G**

Form of Notice of Assignment of First Refusal Option

(see attached)

**NOTICE OF ASSIGNMENT OF FIRST REFUSAL OPTION**

Reference is made to that certain Notice of Intention to Sell for Other Use dated October 20, 2020, from Daniel Byra and Mark Byra, jointly, pertaining to 97 Corliss Hill Road in Haverhill, Massachusetts, which land is more particularly described in said notice, is shown on that certain plan entitled "Proposed Site Plan of Land at 117 Corliss Hill Road, Haverhill, Massachusetts, Owner/Applicant: Leslie Salach and Michael W. Byra," prepared by R.A.M. Engineering, dated September 2008, and recorded in the Essex Southern District Registry of Deeds in Plan Book 418 as Plan 86, and is classified as agricultural and horticultural land under M.G.L. Chapter 61A.

The undersigned Mayor and City Council of the City of Haverhill hereby gives notice that, after a public hearing duly called and held pursuant to law, the City of Haverhill has, pursuant to M.G.L. Chapter 61 A, Section 14, assigned the City of Haverhill's first refusal option to purchase said land to Essex County Greenbelt Association, Inc., a Massachusetts nonprofit corporation having its principal office at 82 Eastern Avenue, Essex, MA 01929 (the "Assignee"), which Assignee is a nonprofit conservation organization.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
James J. Fiorentini  
Mayor

\_\_\_\_\_  
Melinda E. Barrett  
President, City Council

\_\_\_\_\_  
\_\_\_\_\_  
Member, City Council

\_\_\_\_\_  
\_\_\_\_\_  
Member, City Council

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Member, City Council

\_\_\_\_\_  
\_\_\_\_\_  
Member, City Council

[Acknowledgment on following page]

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_ 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 or attached document, and s/he acknowledged to me that s/he signed it voluntarily for its stated purpose as \_\_\_\_\_ of the City of Haverhill, as the voluntary act of such municipal corporation.

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

Notary Public

My commission expires: \_\_\_\_\_

# Welcome Motors LLC

25 Welcome St/63 Pecker St  
Haverhill, MA 01830  
Office: 978-377-7703  
Cell: 978-994-7653

CCSP 21-16

October 28, 2021

Dear City Council, Licensing Board, and Planning Board.

I, Noel Ortega owner of Welcome Motors LLC, ask that you please review and approve my plan of expansion for my dealership. In a brief summary, I purchased the land adjacent to my business because I saw potential for expansion there. As you will see in the plan attached, I am planning to expand the lot at my current business which will help in creating more parking spaces to be able to have more vehicles and also increase employment and revenue in the city of Haverhill.

Please use this as my zoning opinion based on the information gathered, plot plan, and the proposed plan of land at 63 Pecker St, Haverhill, MA 01830. I purchased this land as it is an empty lot where unfortunately a fire had taken down the home that was previously there. Once the demand increased for my business, I saw the potential to expand the current lot at my dealership in order to have the opportunity to legally park more vehicles. The plan is to hold 20 parking spaces (2 for customers, 3 for employees and 15 for display purposes). This is located in zone CC, Block 3, Lot 8. In order to proceed with this plan we are in need of a MVII license; following all guidelines, procedures and ensuring that compliances are all met, I am asking for my application for a special permit to be approved as it will not affect our district.

We would like to begin the process of expansion as soon as we are able to. I have already been at 25 Welcome St. and, have thankfully had an excellent and prosperous experience with the business itself as well as with the people in the surrounding areas. I am sure that the district will be thrilled with this expansion as it will provide more opportunities for employment and revenue for the city without providing any disturbances to our neighbors and/or community.

I hereby waive the 120 day hearing requirement.

It is our hope that you will consider approving this request at the earliest possible date.

Thank you for your consideration in this very important matter.

Respectfully,

Noel A. Ortega  
IN CITY COUNCIL: November 9 2021  
VOTED: that COUNCIL HEARING BE HELD DECEMBER 7 2021  
Attest:

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

City Council Special Permit · Add to a project

**Expiration Date**

Active



## CCSP-21-16

**Details**

Submitted on Oct 28, 2021 at 3:50 pm

**Attachments**

7 files

**Activity Feed**

Latest activity on Nov 3, 2021

**Applicant**

Noel Ortega

**Location**

63 PECKER ST, Haverhill, MA 01830

### Timeline

**Add New** ▾**Special Permit Filing Fee**

Paid Oct 28, 2021 at 3:55 pm

**City Council Clerk Notified**

Completed Oct 29, 2021 at 7:49 am

**Conservation Department Review**

Completed Oct 29, 2021 at 9:54 am

**Storm Water Review**

Completed Oct 29, 2021 at 9:54 am

**Fire2 Department Review**

Completed Oct 29, 2021 at 9:54 am

**Police Department Review**

Completed Oct 29, 2021 at 12:37 pm



**Assessor for Abutter's List**

Completed Oct 29, 2021 at 3:29 pm

**Fire1 Department Review**

Completed Nov 3, 2021 at 8:04 am

**Water Supply Review**

Completed Nov 3, 2021 at 9:51 am

**Planning Director Review**

In Progress

**City Clerk Review - Hearing Dates Set**

In Progress

**DPW Review**

In Progress

**Engineering Department Review**

In Progress

**Health Department Review**

In Progress

**School Department Review**

In Progress

**Wastewater Review**

In Progress

**Water Department Review**

In Progress

**Building Inspector Approval for Agenda**

In Progress

**First Ad Placement**

Review

**Placed on Agenda**

Review

**Abutter Notification**

Review

**Second Ad Placement**

Review





**Applicant Information**

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? \*

Owner

Applicant Business/Firm Name \*

Welcome Motors LLC

Applicant Business/Firm Phone \*

978-377-7703

Applicant Business/Firm Address \*

25 Welcome St

Applicant Business/Firm City \*

Haverhill

Applicant Business/Firm State \*

MA

Applicant Business/Firm Zip \*

01830

**Property Information**

Proposed Housing Plan Name \*

Welcome Motors LLC

Proposed Street Name(s) \*

63 Pecker St

How Long Owned by Current Owner? \*

2 years

Type of Dwelling(s) Planned in Project \*

Multi-Family

Lot Dimension(s) \*

2,692 SF

Registry Plat Number, Block & Lot \*

107, 3, 8

Zoning District Where Property Located \*

RM - Residential Medium Density



Deed Recorded in Essex South Registry: Block Number \*

37721

Deed Recorded in Essex South Registry: Page \*

252

Does the Property Have Multiple Lots? \*

No

IF YES, How Many Lots? \*

1

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

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

Expansion plan to be able to accomodate more vehicles in lot

Property Description \*

Car Dealership Expansion

Current Property Use \*

Vacant

TOTAL Number of Units Planned \*

0

TOTAL Number of Parking Spaces Planned \*

10

### Planned Lot Use

Lot Number

Lot 2

Lot Plat Number, Block, Lot \*

107,3,8

Lot Dimensions \*

2692 SF

Number of Existing Buildings on Lot \* 

0

Size of Existing Building(s) on Lot \*

n/a

Number of Buildings Planned for Lot \*

0

Rear Yard Setback

☐

Lot Frontage

☐

Lot Depth

☐

Lot Area

☐

Building Height

☐

Floor Area Ratio

☐

Open Space

☒

Parking

☒

Sign Size

☐

Use

☐

Other

☐

**Hearing Waiver**

Applicant agrees to waive the 120-day hearing requirement.

Agrees \*

Yes

### Agreement & Signature

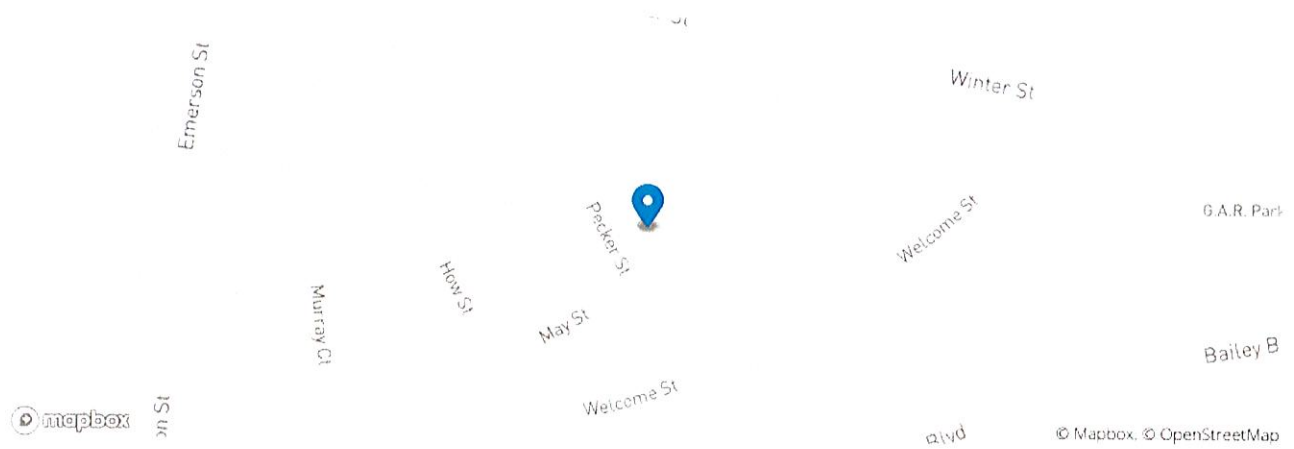
The undersigned hereby covenants and agrees with the City of Haverhill upon approval of the Definitive Plan: (1) to construct the ways and install the municipal services as finally approved by the Planning board within 12 months from the date thereof; (2) to design and construct ways and design and install 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 Clerk within 14 days 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

**Owner**

Name

ORTEGA NOEL A

Email Address

bunbury978@gmail.com

Phone Number

978-377-7703

Address

25 WELCOME ST  
HAVERHILL, MA 01830

**Michael Picard** ✓

Remove Comment • Oct 29, 2021 at 9:54 am

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, 9<sup>th</sup> edition, shall be made in accordance therewith. (527 CMR 1.04(4) and 780 CMR 101.2). Additionally, 780 CMR (901.2.1) Document Submittal Process will be required.

Plans approved by the fire department are approved with the intent they comply in all respects to MSBC, 780 CMR 527 CMR 1.00, 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.

**Eric Tarpy** ✓

Remove Comment • Nov 3, 2021 at 8:04 am

Applicant to maintain an open "fire lane" from Welcome St. to the far side of building as show on plan.

This step was assigned to Michael Picard - Oct 28, 2021 at 3:50 pm  
Michael Picard approved this step - Oct 29, 2021 at 9:54 am



**Robert Ward** ✓

Remove Comment • Nov 3, 2021 at 9:51 am

This project is not within the water supply overlay protection district.

This step was assigned to Robert Ward - Oct 28, 2021 at 3:50 pm  
Robert Ward approved this step - Nov 3, 2021 at 9:51 am





**Kevin Lynch** ✓

Remove Comment • Oct 29, 2021 at 12:37 pm

Applicant should be advised that he  
must follow the floor plan as submitted and approved.

This step was assigned to Kevin Lynch - Oct 28, 2021 at 3:50 pm  
Kevin Lynch approved this step - Oct 29, 2021 at 12:37 pm

Special Permit Filing Fee

\$250.00

---

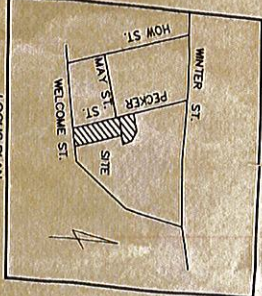
**Total Fees****\$250.00****Payments**

<b>Date</b>	<b>Method</b>	<b>Note</b>	<b>Amount</b>
Oct. 28, 2021	Credit Card		\$250.00

⋮

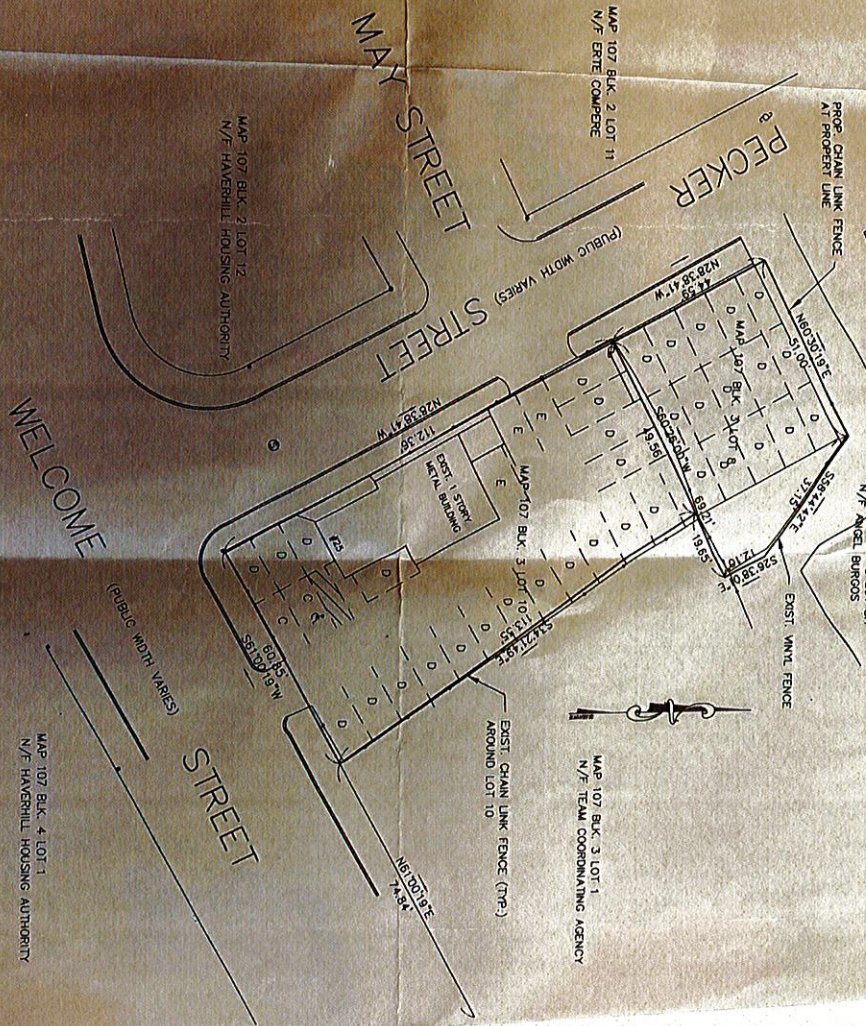
Noel Ortega processed a \$250.00 payment - Oct 28, 2021 at 3:54 pm





GENERAL NOTES:  
 1. BOUNDARY DETERMINATION FROM PLAN 667 OF 1948 AND PLAN BK.206, 2. TOPOGRAPHY AND ADDITIONAL INFORMATION FROM AN ON SITE SURVEY BY THIS OFFICE.

- VEHICLE SPACES  
 LOT 10 (EXISTING)  
 C. CUSTOMER 2 (1 ADA)  
 D. DISPLAY 20  
 E. EMPLOYEE 3  
 LOT 8 (PROPOSED)  
 D. DISPLAY 15



ASSESSORS PLAN  
 BLOCK 107  
 LOT 3  
 AREA 2.692 S.F.  
 DEED BOOK 37721 PAGE 252  
 ZONE CC

MAP 107 BLK. 3 LOT 1  
 N/F TEAM COORDINATING AGENCY

MAP 107 BLK. 4 LOT 1  
 N/F HAVERHILL HOUSING AUTHORITY



# PROPOSED PLAN OF LAND AT

63 PECKER STREET  
 HAVERHILL, MA. 01830  
 DECEMBER 28, 2020

## OWNER/APPLICANT

NOEL A. ORTEGA  
 25 WELCOME ST...  
 HAVERHILL, MA. 01830

- LEGEND:  
 ○ UTILITY POLE  
 ● STONE BOUND  
 ● IRON PIN OR PIPE  
 ● SEWER MANHOLE  
 ● NOT TO SCALE

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

TOTAL	177.316
DEVELOPMENT	177.316
IMPROVEMENT	
ST. 1.0	





10-2-1

Joseph Tropea

Cory Tropea

65 Pecker St.

Haverhill, Ma. 01830

Dec. 2, 2021

RE: Welcome Motors 63 Pecker St. expansion.

City Council, Licensing Board, and Planning Board,

The 63 Pecker St. lot of Welcome Motors is directly in front of our property. We share a property line on two sides. The following are our concerns.

We would ask for an 8 ft. privacy fence (not chain link) along both sides.

Drainage, the lot slopes down directly to our property.

Normal business hours only.

Parking only, no repair work, etc.

Maintenance of the lot year round.

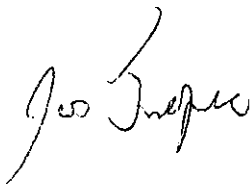
Thank you for your consideration.

Joseph Tropea [onetenhouse@yahoo.com](mailto:onetenhouse@yahoo.com)

Cory Tropea [tropeaone10@gmail.com](mailto:tropeaone10@gmail.com)

978-314-5141

978-398-6250



JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL  
MASSACHUSETTS**

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

December 3, 2021

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

**RE: Washington Street Historic District Commission**

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

I hereby appoint Dana DeFranco, 7 Kimball Hill Drive, Haverhill, to the Washington Street Historic District Commission. This is a confirming appointment and expires on December 31, 2022. I recommend your approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf

cc: Dana DeFranco  
Andrew Herlihy  
Linda Koutoulas

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL  
MASSACHUSETTS**

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

December 3, 2021

City Council President Melinda Barrett and Members of the Haverhill City Council

**RE: Mayor's Task Force on Ward City Council and School Committee**

Dear Madame President and Members of the Haverhill City Council:

I hereby appoint the following to the Mayor's Task Force on Ward City Council and School Committee:

- Melinda Barrett, President, Haverhill City Council
- Mary Ellen Daly O'Brien, Haverhill City Council
- Scott Wood, Haverhill School Committee
- Richard Rosa, Haverhill School Committee
- Melissa Lewandowski, Haverhill City Council-Elect

These are non-confirming appointments and I recommend your approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf



City of Haverhill, MA

## DL-21-23

Drainlayer's License

Status: Active

Date Created: Nov 23, 2021

## Applicant

Jay Davidowicz  
jaydavco@verizon.net  
480 Boxford Road  
Haverhill, MA 01835  
978-265-2219

## Applicant Information

## Drainlayer Application Status

Are You a Licensed Drainlayer?

Yes

## Applicant License Number

License Type

## Applicant Cellphone

978-265-2219

License Expiration Date

## License Status

active

Applicant City

Haverhill

## Applicant Address

480 boxford road

Applicant Zip

01835

## Applicant State

ma

Do You Work on City Property?

Yes

## City Council Approval Date

## Business Name

davco excavation

Business Phone

978-373-8888

## Business Address

1058 boston rd

Business City

Haverhill

## Business State

ma

Business Zip

01835

## Business Fax

Type of License

Renewal

Are You Doing Work on City Property?

Yes

Taxpayer Identification Number (TIN)

04-2949429

## Insurance Information

Bond Expiration Date

07/28/2022

Liability Insurance Expiration Date

10/24/2022

Right-of-Way Bond Expiration Date

07/28/2022

Workman's Compensation Expiration Date

02/09/2022

## Attachments



001.jpg

Uploaded by Jay Davidowicz on Nov 23, 2021 at 10:43 am

pdf ACORD Form 20211115-092135 (4).pdf

Uploaded by Jay Davidowicz on Nov 23, 2021 at 10:41 am

pdf ACORD Form 20211115-092135 (4).pdf

Uploaded by Jay Davidowicz on Nov 23, 2021 at 10:42 am



003.jpg

Uploaded by Jay Davidowicz on Nov 23, 2021 at 10:44 am

## History

Date

Activity

Nov 23, 2021 at 9:56 am

Jay Davidowicz started a draft of Record DL-21-23

Nov 23, 2021 at 10:45 am

Jay Davidowicz submitted Record DL-21-23

Nov 23, 2021 at 10:46 am

completed payment step Drainlayer License Fee on Record DL-21-23

Nov 23, 2021 at 10:46 am

approval step City Clerk Approval was assigned to Judy Sirosis on Record DL-21-23

Nov 23, 2021 at 3:17 pm

Judy Sirosis approved approval step City Clerk Approval on Record DL-21-23

Nov 23, 2021 at 3:17 pm

approval step City Engineer Approval was assigned to John Pettis on Record DL-21-23

Dec 3, 2021 at 9:47 am

John Pettis approved approval step City Engineer Approval on Record DL-21-23

Dec 3, 2021 at 9:47 am

approval step City Council Approval was assigned to Judy Sirosis on Record DL-21-23

## Timeline

Label

Status

Activated

Completed

Assignee

Due Date

Drainlayer License Fee

Paid

Nov 23, 2021 at 10:45 am

Nov 23, 2021 at 10:46 am



City of Haverhill, MA

## DL-21-19

Drainlayer's License

Status: Active

Date Created: Nov 19, 2021

## Applicant

David Deloury  
mdavalala@deloury.com  
100 Burrill Road  
Suite G01  
Andover, MA 01810  
978-475-8153

## Applicant Information

## Drainlayer Application Status

## Applicant License Number

Applicant Cellphone  
978-375-6077

## License Status

Applicant Address  
437 S. Main Street

Applicant State  
Massachusetts

## City Council Approval Date

Are You a Licensed Drainlayer?  
Yes

## License Type

## License Expiration Date

Applicant City  
Andover

Applicant Zip  
01810

Do You Work on City Property?  
Yes

## Business Name

Business Name  
Deloury Construction

## Business Address

100 Burrill Road, Suite G01

## Business State

Business Zip  
Andover

Business Zip  
Andover

MA

01810

Business Fax  
978-475-7177

Type of License  
Renewal

Are You Doing Work on City Property?  
No

Taxpayer Identification Number (TIN)  
042440278

## Insurance Information

## Bond Expiration Date

09/18/2022

## Liability Insurance Expiration Date

04/01/2022

## Right-of-Way Bond Expiration Date

09/18/2022

## Workman's Compensation Expiration Date

02/01/2022

## Attachments

- Drainlayer Haverhill.pdf  
Uploaded by David Deloury on Nov 19, 2021 at 2:39 pm
- Haverhill Insurance.pdf  
Uploaded by David Deloury on Nov 19, 2021 at 2:39 pm
- WORKERS COMP AFFIDAVIT.pdf  
Uploaded by David Deloury on Nov 19, 2021 at 2:39 pm

## History

Date	Activity
Nov 19, 2021 at 2:27 pm	David Deloury started a draft of Record DL-21-19
Nov 19, 2021 at 2:40 pm	David Deloury submitted Record DL-21-19
Nov 19, 2021 at 2:42 pm	completed payment step Drainlayer License Fee on Record DL-21-19
Nov 19, 2021 at 2:42 pm	approval step City Clerk Approval was assigned to Judy Siros on Record DL-21-19
Nov 22, 2021 at 12:05 pm	Judy Siros approved approval step City Clerk Approval on Record DL-21-19
Nov 22, 2021 at 12:05 pm	approval step City Engineer Approval was assigned to John Pettis on Record DL-21-19
Dec 3, 2021 at 9:51 am	John Pettis approved approval step City Engineer Approval on Record DL-21-19
Dec 3, 2021 at 9:51 am	approval step City Council Approval was assigned to Judy Siros on Record DL-21-19

## Timeline

Label	Status	Activated	Completed	Assignee	Due Date
Drainlayer License Fee	Paid	Nov 19, 2021 at 2:40 pm	Nov 19, 2021 at 2:42 pm		
City Clerk Approval	Complete	Nov 19, 2021 at 2:42 pm	Nov 22, 2021 at 12:05 pm	Judy Siros	
City Engineer Approval	Complete	Nov 22, 2021 at 12:05 pm	Dec 3, 2021 at 9:51 am	John Pettis	
City Council Approval	Active	Dec 3, 2021 at 9:51 am		Judy Siros	





City of Haverhill, MA

## DL-21-18

Drainlayer's License

Status: Active

Date Created: Nov 19, 2021

### Applicant

Robert Frye  
fryeslandscaping@verizon.net  
127 West Main St  
Merrimac, MA 01860  
5089625324

### Applicant Information

#### Drainlayer Application Status

Are You a Licensed Drainlayer?  
Yes

### Applicant License Number

License Type

### Applicant Cellphone

5089625324

### License Status

Active

### Applicant City

Merrimac

### Applicant Address

127 West Main St, Merrimac

### Applicant Zip

01860

### Applicant State

MA

Do You Work on City Property?  
Yes

### City Council Approval Date

### Business Name

Frye's Excavation Service, Inc.

### Business Phone

9783460200

### Business Address

127 West Main St, Merrimac

### Business City

Merrimac

### Business State

MA

### Business Zip

MA

### Business Fax

Type of License  
Renewal

Are You Doing Work on City Property?  
Yes

Taxpayer Identification Number (TIN)  
04-3523053

### Insurance Information

#### Bond Expiration Date

10/07/2022

#### Liability Insurance Expiration Date

05/01/2022

#### Right-of-Way Bond Expiration Date

10/07/2022

#### Workman's Compensation Expiration Date

05/01/2022

### Attachments

- PDF City of Haverhill - Bond.PDF  
Uploaded by Robert Frye on Nov 19, 2021 at 1:46 pm
- PDF COI & Workmen's Comp..PDF  
Uploaded by Robert Frye on Nov 19, 2021 at 1:59 pm
- PDF COI & Workmen's Comp..PDF  
Uploaded by Robert Frye on Nov 19, 2021 at 1:59 pm
- PDF City of Haverhill - Street Opening.PDF  
Uploaded by Robert Frye on Nov 19, 2021 at 1:48 pm

### History

Date	Activity
Nov 19, 2021 at 1:32 pm	Robert Frye started a draft of Record DL-21-18
Nov 19, 2021 at 1:59 pm	Robert Frye submitted Record DL-21-18
Nov 19, 2021 at 2:00 pm	completed payment step Drainlayer License Fee on Record DL-21-18
Nov 19, 2021 at 2:01 pm	approval step City Clerk Approval was assigned to Judy Siros on Record DL-21-18
Nov 22, 2021 at 12:05 pm	Judy Siros approved approval step City Clerk Approval on Record DL-21-18
Nov 22, 2021 at 12:05 pm	approval step City Engineer Approval was assigned to John Pettis on Record DL-21-18
Dec 3, 2021 at 9:51 am	John Pettis approved approval step City Engineer Approval on Record DL-21-18
Dec 3, 2021 at 9:51 am	approval step City Council Approval was assigned to Judy Siros on Record DL-21-18

### Timeline

Label	Status	Activated	Completed	Assignee	Due Date
Drainlayer License Fee	Paid	Nov 19, 2021 at 1:59 pm	Nov 19, 2021 at 2:00 pm		
City Clerk Approval	Complete	Nov 19, 2021 at 2:00 pm	Nov 22, 2021 at 12:05 pm	Judy Siros	
City Engineer Approval	Complete	Nov 22, 2021 at 12:05 pm	Dec 3, 2021 at 9:51 am	John Pettis	
City Council Approval	Active	Dec 3, 2021 at 9:51 am		Judy Siros	

HAU CITY CLERK DEC 3 21 AM 10:21



City of Haverhill, MA

DL-21-24

Drainlayer's License

Status: Active

## Applicant

John Grasso  
john@grassoconstruction.net  
865 Turnpike Street  
North Andover, MA 01845  
978-688-8895

## Applicant Information

## Drainlayer Application Status

..

## Applicant License Number

..

## Applicant Cellphone

978-502-6030

## License Status

..

## Applicant Address

865 Turnpike St.

## Applicant State

MA

## City Council Approval Date

..

## Business Name

**Business Name**  
Grasso Construction Co., Inc.

## Business Address

865 Turnpike St

## Business State

..

Date Created: Nov 23, 2021

12/03/2021

MA

## Business Fax

978-685-0049

Are You Doing Work on City Property?

No

01845

## Type of License

Renewal

Taxpayer Identification Number (TIN)

04-2460633

## Insurance Information

## Bond Expiration Date

09/01/2022

## Liability Insurance Expiration Date

08/05/2022

## Right-of-Way Bond Expiration Date

12/30/2022

## Workman's Compensation Expiration Date

09/30/2022

## Attachments

[pdf](#) City of Hav. Drainlayers Permit Bond 9-1-21 to 9-1-22.pdf

[pdf](#) Uploaded by John Grasso on Nov 23, 2021 at 3:40 pm

[pdf](#) Grasso Constr COI for City of Haverhill.pdf

[pdf](#) Uploaded by John Grasso on Nov 23, 2021 at 3:40 pm

[pdf](#) Grasso Constr COI for City of Haverhill.pdf

[pdf](#) Uploaded by John Grasso on Nov 23, 2021 at 3:40 pm

[pdf](#) City of Hav. - Drainlayers Street Opening Bond Letter 2022.pdf

[pdf](#) Uploaded by John Grasso on Nov 23, 2021 at 4:28 pm

## History

## Date Activity

Nov 23, 2021 at 3:29 pm John Grasso started a draft of Record DL-21-24

Nov 23, 2021 at 3:47 pm John Grasso submitted Record DL-21-24

Nov 23, 2021 at 3:58 pm completed payment step Drainlayer License Fee on Record DL-21-24

Nov 23, 2021 at 3:58 pm approval step City Clerk Approval was assigned to Judy Siros on Record DL-21-24

Nov 23, 2021 at 4:28 pm John Grasso added attachment City of Hav. - Drainlayers Street Opening Bond Letter 2022.pdf to Record DL-21-24

Dec 1, 2021 at 3:40 pm Judy Siros approved approval step City Clerk Approval on Record DL-21-24

Dec 1, 2021 at 3:40 pm approval step City Engineer Approval was assigned to John Pettis on Record DL-21-24

Dec 3, 2021 at 9:51 am John Pettis approved approval step City Engineer Approval on Record DL-21-24

Dec 3, 2021 at 9:51 am approval step City Council Approval was assigned to Judy Siros on Record DL-21-24

## Timeline

## Label

☒

Drainlayer License Fee

Paid

Nov 23, 2021 at 3:47 pm

Nov 23, 2021 at 3:58 pm

Assignee Due Date

☒

City Clerk Approval

Complete

Nov 23, 2021 at 3:58 pm

Dec 1, 2021 at 3:40 pm

Judy Siros

12/3/21, 9:50 AM

OpenGov

12/3/21, 9:50 AM

OpenGov

City of Haverhill, MA

MA

01844



City of Haverhill, MA

12/03/2021

DL-21-22

Drainlayer's License

Status: Active

Date Created: Nov 23, 2021

Applicant

Bill Hall  
billhallinc@comcast.net  
9 Joffre Street  
Methuen, MA 01844  
978-689-3711

Applicant Information

Drainlayer Application Status

Are You a Licensed Drainlayer?  
Yes

Applicant License Number

License Type

Applicant Cellphone

978-3605280

License Expiration Date

License Status

Applicant City  
Methuen

Applicant Address

9 Joffre Street

Applicant Zip  
01844

Applicant State

MA

Do You Work on City Property?  
Yes

City Council Approval Date

Business Name

Business Name

Bill Hall inc

Business Phone

978-6893711

Business Address

9 Joffre Street

Business City

Methuen

Business State

Business Zip

Type of License

Renewal

Taxpayer Identification Number (TIN)

04-2692780

Business Fax

--

Are You Doing Work on City Property?

Yes

Insurance Information

Bond Expiration Date

02/15/2022

Liability Insurance Expiration Date

06/11/2022

Right-of-Way Bond Expiration Date

04/15/2022

Workman's Compensation Expiration Date

06/11/2022

Attachments



image.jpg

Uploaded by Bill Hall on Nov 23, 2021 at 5:47 am



image.jpg

Uploaded by Bill Hall on Nov 23, 2021 at 5:48 am



image.jpg

Uploaded by Bill Hall on Nov 23, 2021 at 5:48 am



image.jpg

Uploaded by Bill Hall on Nov 23, 2021 at 5:49 am

History

Date Activity

Nov 23, 2021 at 5:40 am Bill Hall started a draft of Record DL-21-22

Nov 23, 2021 at 5:50 am Bill Hall submitted Record DL-21-22

Nov 23, 2021 at 5:52 am completed payment step Drainlayer License Fee on Record DL-21-22

Nov 23, 2021 at 5:52 am approval step City Clerk Approval was assigned to Judy Siros on Record DL-21-22

Nov 23, 2021 at 3:23 pm Judy Siros approved approval step City Clerk Approval on Record DL-21-22

Nov 23, 2021 at 3:23 pm approval step City Engineer Approval was assigned to John Pettis on Record DL-21-22

Dec 3, 2021 at 9:47 am John Pettis approved approval step City Engineer Approval on Record DL-21-22



City of Haverhill, MA

DL-21-20

Drainlayer's License

Status: Active

## Applicant

Bruce Hoehn  
brucehoehn12@gmail.com  
10 Lake Street  
Haverhill, MA 01832  
9786973490

Date Created: Nov 21, 2021

NH

03079

## Type of License

Renewal

## Taxpayer Identification Number (TIN)

025561286

12/03/2021

## Business Fax

..

## Are You Doing Work on City Property?

No

## Insurance Information

## Bond Expiration Date

05/13/2022

## Liability Insurance Expiration Date

05/01/2022

## Right-of-Way Bond Expiration Date

05/13/2022

## Workman's Compensation Expiration Date

10/14/2022

## Attachments

## Applicant Information

## Drainlayer Application Status

Are You a Licensed Drainlayer?

Yes

## Applicant License Number

License Type

## Applicant Cellphone

978-697-3490

## License Expiration Date

## License Status

Applicant City

Haverhill

## Applicant Address

10 Lake Street

## Applicant Zip

01832

## Applicant State

ma

## Do You Work on City Property?

Yes

## City Council Approval Date

## History

Date	Activity
Nov 21, 2021 at 8:14 pm	Bruce Hoehn started a draft of Record DL 21-20
Nov 21, 2021 at 8:29 pm	Bruce Hoehn submitted Record DL 21-20
Nov 21, 2021 at 8:32 pm	completed payment step Drainlayer License Fee on Record DL 21-20
Nov 21, 2021 at 8:32 pm	approval step City Clerk Approval was assigned to Judy Sirois on Record DL 21-20
Nov 22, 2021 at 11:51 am	Judy Sirois approved approval step City Clerk Approval on Record DL 21-20
Nov 22, 2021 at 11:51 am	approval step City Engineer Approval was assigned to John Pettis on Record DL 21-20
Dec 3, 2021 at 9:45 am	John Pettis approved approval step City Engineer Approval on Record DL 21-20
Dec 3, 2021 at 9:45 am	approval step City Council Approval was assigned to Judy Sirois on Record DL 21-20

## Timeline

## Label

Status

Completed

Assignee

Due Date





City of Haverhill, MA

**DL-20-18**

Drainlayer's License

**Status:** Active**Date Created:** Dec 3, 2021**Applicant**

Brendan Larkin  
larkindevo@gmail.com  
709 Lowell Street  
Methuen, MA 01844  
781-944-7808

**Applicant Information****Drainlayer Application Status****Applicant License Number**

CS-067652

**Applicant Cellphone**

781-944-7808

**License Status**

Active

**Applicant Address**

709 Lowell Street

**Applicant State**

MA

**City Council Approval Date****Are You a Licensed Drainlayer?**

Yes

**License Type**

Construction Supervisor

**License Expiration Date**

12/12/2021

**Applicant City**

Methuen

**Applicant Zip**

01844

**Do You Work on City Property?**

Yes

**Business Name**

Larkin and Larkin Development Corporation

**Business Address**

709 Lowell Street

**Business State**

MA

**Business Phone**

781-944-7808

**Business City**

Methuen

**Business Zip**

01844

12/03/2021

**Are You Doing Work on City Property?**

Yes

**Business Fax****Type of License**

Renewal

**Taxpayer Identification Number (TIN)**

04-3545248

**Insurance Information****Bond Expiration Date**

12/03/2022

**Liability Insurance Expiration Date**

11/03/2022

**Right-of-Way Bond Expiration Date**

12/03/2022

**Workman's Compensation Expiration Date**

10/29/2022

**Attachments**[pdf](#) drainlayer.pdf

Uploaded by Brendan Larkin on Dec 2, 2021 at 7:31 pm

[pdf](#) Certofinsurance.pdf

Uploaded by Brendan Larkin on Dec 2, 2021 at 7:28 pm

[pdf](#) Segreve Scanner\_20211202\_121344.pdf

Uploaded by Brendan Larkin on Dec 3, 2021 at 9:37 am

[pdf](#) Streetopening.pdf

Uploaded by Brendan Larkin on Dec 2, 2021 at 7:30 pm

**History****Date****Activity**

Dec 8, 2020 at 6:20 pm

Brendan Larkin started a draft of Record DL-20-18

Dec 8, 2020 at 6:21 pm

Brendan Larkin changed Bond Expiration Date from "10/22/2020" to "10/22/2021" on Record DL-20-18

Dec 8, 2020 at 6:21 pm

Brendan Larkin changed Right-of-Way Bond Expiration Date from "10/22/2020" to "10/22/2021" on Record DL-20-18

Dec 8, 2020 at 6:21 pm

Brendan Larkin changed Workman's Compensation Expiration Date from "07/10/2020" to "07/10/2021" on Record DL-20-18

Dec 2, 2021 at 7:27 pm

Brendan Larkin changed Liability Insurance Expiration Date from "11/03/2020" to "11/03/2022" on Record DL-20-18

Dec 2, 2021 at 7:27 pm

Brendan Larkin changed Bond Expiration Date from "10/22/2021" to "12/03/2022" on Record DL-20-18

Dec 2, 2021 at 7:27 pm

Brendan Larkin changed Workman's Compensation Expiration Date from "07/10/2021" to "10/29/2022" on Record DL-20-18

Dec 2, 2021 at 7:27 pm

Brendan Larkin changed Right-of-Way Bond Expiration Date from "10/22/2021" to "12/03/2022" on Record DL-20-18

Dec 3, 2021 at 9:38 am

Brendan Larkin submitted Record DL-20-18

Dec 3, 2021 at 9:39 am

completed payment step Drainlayer License Fee on Record DL-20-18

Dec 3, 2021 at 9:39 am

approval step City Clerk was assigned to LINDA KOUTOULAS on Record DL-20-18

Dec 3, 2021 at 9:42 am

LINDA KOUTOULAS assigned approval step City Engineer to John Pettis on Record DL-20-18

Dec 3, 2021 at 9:42 am

LINDA KOUTOULAS assigned approval step City Council Approval to LINDA KOUTOULAS on Record DL-20-18



City of Haverhill, MA

DL-21-25

Drainlayer's License

Status: Active

## Applicant

Joseph Watson  
wat475@verizon.net  
43 Lowell Junction Road  
Andover, MA 01810  
5089323204

## Applicant Information

## Drainlayer Application Status

## Applicant License Number

193640

## Applicant Cellphone

5089323204

## License Status

Current

## Applicant Address

43 LOWELL JUNCTION ROAD

## Applicant State

MA

## City Council Approval Date

MA

## Business Fax

12/03/2021

## Are You Doing Work on City Property?

Yes

01810

## Type of License

Renewal

## Taxpayer Identification Number (TIN)

04-3565338

## Insurance Information

## Bond Expiration Date

12/12/2022

## Liability Insurance Expiration Date

09/01/2022

## Right-of-Way Bond Expiration Date

02/28/2023

## Workman's Compensation Expiration Date

03/16/2022

## Attachments

[pdf HAVERRHILL DRAINLAYER BOND 11242021.pdf](#)

Uploaded by Joseph Watson on Nov 24, 2021 at 6:17 am

[pdf HAVERRHILL COI 11242021.pdf](#)

Uploaded by Joseph Watson on Nov 24, 2021 at 6:17 am

[pdf HAVERRHILL COI 11242021.pdf](#)

Uploaded by Joseph Watson on Nov 24, 2021 at 6:17 am

[pdf HAVERRHILL STREET BOND 11242021.pdf](#)

Uploaded by Joseph Watson on Nov 24, 2021 at 6:18 am

## History

Date	Activity
Nov 24, 2021 at 6:15 am	Joseph Watson started a draft of Record DL-21-25
Nov 24, 2021 at 6:20 am	Joseph Watson submitted Record DL-21-25
Dec 1, 2021 at 6:16 am	completed payment step Drainlayer License Fee on Record DL-21-25
Dec 1, 2021 at 6:16 am	approval step City Clerk Approval was assigned to Judy Sirois on Record DL-21-25
Dec 1, 2021 at 3:39 pm	Judy Sirois approved approval step City Clerk Approval on Record DL-21-25
Dec 1, 2021 at 3:39 pm	approval step City Engineer Approval was assigned to John Pettis on Record DL-21-25
Dec 3, 2021 at 9:51 am	John Pettis approved approval step City Engineer Approval on Record DL-21-25
Dec 3, 2021 at 9:51 am	approval step City Council Approval was assigned to Judy Sirois on Record DL-21-25

## Timeline

Label	Status	Activated	Completed	Assignee	Due Date
Drainlayer License Fee	Paid	Nov 24, 2021 at 6:20 am	Dec 1, 2021 at 6:16 am		
City Clerk Approval	Complete	Dec 1, 2021 at 6:16 am	Dec 1, 2021 at 3:39 pm	Judy Sirois	
City Engineer Approval	Complete	Dec 1, 2021 at 3:39 pm	Dec 3, 2021 at 9:51 am	John Pettis	



City of Haverhill, MA

12/03/2021

**HPS-21-4****Handicap Parking Permit****Status:** Active**Date Created:** Nov 23, 2021**Applicant**

Brian Waters  
bryand1956\_2004@hotmail.com  
84 Blossom St.  
Haverhill, MA 01835  
978 373-1028

**Application Information****Application Type**

New

--

**Do You Currently Have Offstreet Parking?**

No

**Did You Have a Handicap Parking Sign at a Previous Address?**

No

**Vehicle Information****Vehicle Type**

2013 Chevrolet Malibu

**Plate Number**

7CT421

**Plate State of Issue**

MA

**For Office Use Only****Police Approval**

--

**City Council Vote**

--

**Attachments**

Waters HP Application.pdf

Uploaded by Kevin Lynch on Nov 23, 2021 at 4:06 pm

**History****Date****Activity**

Nov 23, 2021 at 3:55 pm

Kevin Lynch started a draft of Record HPS-21-4

Nov 23, 2021 at 4:07 pm

Kevin Lynch submitted Record HPS-21-4

Nov 23, 2021 at 4:07 pm

approval step Police Review was assigned to Kevin Lynch on Record HPS-21-4



City of Haverhill, MA

12/03/2021

**HPS-21-5****Handicap Parking Permit****Status:** Active**Date Created:** Nov 29, 2021**Applicant**

John Caruso  
d.kennedy.fca@hotmail.com  
173 River Street  
Haverhill, MA 01832  
978-985-3181

**Location**

173 RIVER ST Unit 1st Floor  
Unit 1st Floor  
Haverhill, MA 01832

**Application Information****Application Type**

New

--

**Do You Currently Have Offstreet Parking?**

No

**Did You Have a Handicap Parking Sign at a Previous Address?**

No

**Vehicle Information****Vehicle Type**

2011 Cadillac DTS

**Plate Number**

2WF559

**Plate State of Issue**

MA

**For Office Use Only****Police Approval**

Yes

**City Council Vote**

Yes

**Attachments**

caruso handicap app.pdf

Uploaded by Laurie Brown on Nov 29, 2021 at 1:52 pm

Caruso Approval.pdf

Uploaded by Kevin Lynch on Nov 29, 2021 at 3:56 pm

**History****Date**

Nov 29, 2021 at 1:48 pm

**Activity**

Laurie Brown started a draft of Record HPS-21-5



# CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive an outdoor vending machine license.  
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbox Automated Retail LLC

Place of business being: Walgreens

Location of vending machine: 800 River st (Kiosk B)

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Fei Liu

PRINT APPLICANT NAME

Fei Liu

APPLICANT'S SIGNATURE

November 23 2021

HAVERHILL, \_\_\_\_\_, 20\_\_

## OFFICE USE ONLY

RENEW

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

FEE ~~\$100.00~~

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 20\_\_

ATTEST:

APPROVED ✓

DENIED \_\_\_\_\_

\_\_\_\_\_, CITY CLERK

\_\_\_\_\_  
POLICE CHIEF

# CITY OF HAVERHILL

*Honorable President and Members of the Municipal Council:*

The undersigned respectfully asks that s/he may receive an outdoor vending machine license --  
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbox Automated Retail LLC

Place of business being: Walgreens

Location of vending machine: 800 River st (Kiosk A)

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Fei Liu  
PRINT APPLICANT NAME

Fei Liu  
APPLICANT'S SIGNATURE

HAVERHILL, \_\_\_\_\_, 20\_\_

## OFFICE USE ONLY

RENEW

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

FEE \$100.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 20\_\_

ATTEST:

APPROVED ✓

DENIED \_\_\_\_\_

\_\_\_\_\_, CITY CLERK

[Signature]

POLICE CHIEF

# CITY OF HAVERHILL

*Honorable President and Members of the Municipal Council:*

The undersigned respectfully asks that s/he may receive an outdoor vending machine license —  
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbox Automated Retail LLC

Place of business being: CVS Pharmacy

Location of vending machine: 425 Lowell av

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Fei Liu

*PRINT APPLICANT NAME*

November 23 2021

HAVERHILL, \_\_\_\_\_, 20\_\_

Fei Liu

*APPLICANT'S SIGNATURE*

---

## OFFICE USE ONLY

RENEW

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

FEE \$100.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 20\_\_

ATTEST:

APPROVED ✓

DENIED \_\_\_\_\_

\_\_\_\_\_, CITY CLERK

[Signature]  
POLICE CHIEF

# CITY OF HAVERHILL

*Honorable President and Members of the Municipal Council:*

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –  
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbox Automated Retail LLC

Place of business being: Market Basket

Location of vending machine: 400 Lowell av

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Fei Liu  
PRINT APPLICANT NAME

November 23 2021

Fei Liu  
APPLICANT'S SIGNATURE

HAVERHILL, \_\_\_\_\_, 20\_\_

## OFFICE USE ONLY

RENEW

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

FEE \$100.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 20\_\_

ATTEST:

APPROVED ✓

DENIED \_\_\_\_\_

\_\_\_\_\_, CITY CLERK

[Signature]

POLICE CHIEF

# CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive an outdoor vending machine license —  
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbox Automated Retail LLC

Place of business being: Market Basket

Location of vending machine: 285 Lincoln av

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Fei Liu  
PRINT APPLICANT NAME

November 23 2021

Fei Liu  
APPLICANT'S SIGNATURE

HAVERHILL, \_\_\_\_\_, 20\_\_

## OFFICE USE ONLY



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

FEE \$100.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 20\_\_

ATTEST:

APPROVED ✓

DENIED \_\_\_\_\_

\_\_\_\_\_, CITY CLERK

POLICE CHIEF



# CITY OF HAVERHILL

*Honorable President and Members of the Municipal Council:*

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –  
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbox Automated Retail LLC

Place of business being: Market Basket

Location of vending machine: 2 Water Street (Kiosk B)

HAVERHILL CITY CLERK NOV 23 1 49 50 PM

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Fei Liu  
PRINT APPLICANT NAME

November 23 2021

Fei Liu  
APPLICANT'S SIGNATURE

HAVERHILL, \_\_\_\_\_, 20\_\_

## OFFICE USE ONLY

RENEW

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

FEE \$100.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 20\_\_

ATTEST:

APPROVED ✓

DENIED \_\_\_\_\_

\_\_\_\_\_, CITY CLERK

[Signature]

POLICE CHIEF

# CITY OF HAVERHILL

*Honorable President and Members of the Municipal Council:*

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –  
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbox Automated Retail LLC

Place of business being: Market Basket

Location of vending machine: 2 Water st (Kiosk A)

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Fei Liu

PRINT APPLICANT NAME

November 23 2021

HAVERHILL, \_\_\_\_\_, 20\_\_

Fei Liu

APPLICANT'S SIGNATURE

## OFFICE USE ONLY

RENEW

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

FEE \$100.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 20\_\_

ATTEST:

APPROVED ✓

DENIED \_\_\_\_\_

\_\_\_\_\_, CITY CLERK

[Signature]

POLICE CHIEF

# CITY OF HAVERHILL

*Honorable President and Members of the Municipal Council:*

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –  
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbox Automated Retail LLC

Place of business being: CVS Pharmacy

Location of vending machine: 150 Lafayette Square

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Fei Liu

PRINT APPLICANT NAME

November 23 2021

Fei Liu

APPLICANT'S SIGNATURE

HAVERHILL, \_\_\_\_\_, 20\_\_

## OFFICE USE ONLY

RENEW

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

FEE \$100.00

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 20\_\_

ATTEST:

APPROVED ✓

DENIED \_\_\_\_\_

\_\_\_\_\_, CITY CLERK

[Signature]

POLICE CHIEF





DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

HAVERHILL CITY CLERK DEC 1 12:1 PM 1110

**AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC**

**BE IT ORDAINED** by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, §85, Schedule B: Parking Restrictions and Prohibitions, as amended, is hereby further amended by **ADDING** the following:

<b>River Street:</b>	<b>No Parking</b>	<b>24 hours</b>
<b>In front of #173</b>	<b>(except for 1 24-hour parking space)</b>	

APPROVED AS TO LEGALITY

---

City Solicitor



# Haverhill

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

December 1, 2021

**MEMO TO: CITY COUNCIL PRESIDENT MELINDA BARRETT AND  
MEMBERS OF THE CITY COUNCIL**

Subject: *River Street #173 – Add Handicap Parking – HPS-21-5*

As requested, attached is Ordinance to add handicap parking at 173 River Street.

Please contact me if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox, Pistone



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

HAVERHILL CITY CLERK DEC 1 21 PM 1111

**AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC**

**BE IT ORDAINED** by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, §85, Schedule B: Parking Restrictions and Prohibitions, as amended, is hereby further amended by **ADDING** the following:

**Wilson Street:  
In front of #37**

**No Parking  
(except for 1 24-hour  
parking space)**

**24 hours**

APPROVED AS TO LEGALITY

\_\_\_\_\_  
City Solicitor

14.2  
File today



# Haverhill

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


December 1, 2021

**MEMO TO: CITY COUNCIL PRESIDENT MELINDA BARRETT AND  
MEMBERS OF THE CITY COUNCIL**

Subject: *Wilson Street #37 – Add Handicap Parking – HPS-21-2*

As requested, attached is Ordinance to add handicap parking at 37 Wilson Street.

Please contact me if you have any questions.

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

C: Mayor Fiorentini, Stankovich, Ward, Cox, Pistone



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

HAVERHILL CITY CLERK DEB 1/21 PM 11:11

**AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC**

**BE IT ORDAINED** by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, §85, Schedule B: Parking Restrictions and Prohibitions, as amended, is hereby further amended by **ADDING** the following:

**Hilldale Avenue:  
In front of #73**

**No Parking  
(except for 1 24-hour  
parking space)**

**24 hours**

APPROVED AS TO LEGALITY

---

City Solicitor



# Haverhill

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

December 1, 2021

**MEMO TO: CITY COUNCIL PRESIDENT MELINDA BARRETT AND  
MEMBERS OF THE CITY COUNCIL**

Subject: *Hilldale Avenue #73 – Add Handicap Parking – HPS-21-1*

As requested, attached is Ordinance to add handicap parking at 73 Hilldale Avenue.

Please contact me if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox, Pistone



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

HAU CITY CLERK DEC 1/21 PM 1:11

**AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC**

**BE IT ORDAINED** by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, §85, Schedule B: Parking Restrictions and Prohibitions, as amended, is hereby further amended by **ADDING** the following:

**Blossom Street:**

**In front of #83**

**No Parking**

**(except for 1 24-hour  
parking space)**

**24 hours**

APPROVED AS TO LEGALITY

---

City Solicitor





# Haverhill

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

December 1, 2021


**MEMO TO: CITY COUNCIL PRESIDENT MELINDA BARRETT AND  
MEMBERS OF THE CITY COUNCIL**

Subject: *Blossom Street #83 – Add Handicap Parking – HPS-21-4*

As requested, attached is Ordinance to add handicap parking at 83 Blossom Street.

Please contact me if you have any questions.

Sincerely,



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

C: Mayor Fiorentini, Stankovich, Ward, Cox, Pistone





DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

14.5  
File 10 days

HAVERHILL CITY CLERK DEC 12 12 PM 2011

**AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC**

**BE IT ORDAINED** by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, §85, Schedule B: Parking Restrictions and Prohibitions, as amended, is hereby further amended by **DELETING** the following:

**Highland Street:**

**In front of #13**

**No Parking**

**(except for 1 24-hour  
parking space)**

**24 hours**

APPROVED AS TO LEGALITY

---

City Solicitor



# Haverhill

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

December 1, 2021


**MEMO TO: CITY COUNCIL PRESIDENT MELINDA BARRETT AND  
MEMBERS OF THE CITY COUNCIL**

Subject: *Highland Street #13 – Delete Handicap Parking – HPS-21-3*

As requested, attached is Ordinance to delete handicap parking at 13 Highland Street.

Please contact me if you have any questions.

Sincerely,



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

C: Mayor Fiorentini, Stankovich, Ward, Cox, Pistone

**CITY COUNCIL**

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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

CITY HALL, ROOM 204  
4 SUMMER STREET  
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[www.cityofhaverhill.com](http://www.cityofhaverhill.com)  
[citycnd@cityofhaverhill.com](mailto:citycnd@cityofhaverhill.com)

HAVERHILL CITY CLERK NOV 09 2021 14:58:18

November 19, 2021

To: Linda Koutoulas  
City Clerk

Re: 2022 City Council Meeting Schedule

Dear Ms. Koutoulas:

Notice is hereby given, in accordance with Chapter 39 of the General Laws and Rules and Regulations of the City Council adopted on August 2, 1985, as amended, that regular meetings of the City Council shall be held every Tuesday at 7:00 o'clock P.M. except in June there shall be meetings on June 7, 21 and 28. In July and August, the Council shall meet on the second and fourth Tuesday – July 12 and 26, August 9 and 23. In September, the Council shall return to its regular weekly schedule starting with the second Tuesday after Labor Day. The meetings scheduled for the Tuesday after the President's Day Holiday in February, Tuesday before Thanksgiving and the Tuesday before Christmas week shall be cancelled. The meetings shall be held in the Theodore A. Pelosi Jr. City Chambers, Room 202, City Hall, 4 Summer Street, Haverhill.

Sincerely,

Melinda E. Barrett, President  
Haverhill City Council

MEB/lab

Attachment – 2022 City Council Meeting Schedule

## **CITY COUNCIL MEETINGS CALENDAR YEAR 2022**

JANUARY	4, 11, 25
FEBRUARY	1, 8, 15
MARCH	1, 8, 15, 22, 29
APRIL	5, 12, 26
MAY	3, 10, 17, 24
JUNE	7, 21, 28
JULY	12, 26
AUGUST	9, 23
SEPTEMBER	13, 20, 27
OCTOBER	4, 18, 25
NOVEMBER	1, 15, 29
DECEMBER	6, 13, 20

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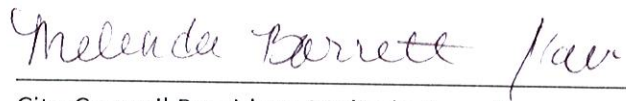
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HAVERHILL CITY CLERK DEC 3 2021 10:58:37

December 3, 2021

To: President and Members of the City Council:

Council President Barrett to have the City adjust its process on how it handles the 61A process.

  
\_\_\_\_\_  
City Council President Melinda Barrett

(meeting 12.7.2021)

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HAVERHILL CITY CLERK DEC 3/21 AM 9:36

December 3, 2021

To: President and Members of the City Council:

Councillor Michitson wishes to address broadband and digital equity opportunities from infrastructure bill and related initiatives.

  
\_\_\_\_\_  
City Councillor John Michitson

(meeting 12.7.2021)

4

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HAU CITY CLERK DEC 3/21 AM 9:38

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December 3, 2021

TO: President and Members of the City Council:

Councillor Bevilacqua requests a discussion regarding new pandemic relief ARPA funding opportunities coming from the State.

Joseph Bevilacqua /iab  
City Councillor Joseph Bevilacqua

(meeting 12.7.2021)

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### **LONG TERM MATTERS STUDY LIST**

- 38-F Communication from Councillors Barrett and LePage requesting to discuss double poles in the City  
A & F 3/15/16, 9/6/16, 11/3/16, 1/17/17, 5/11/17, 10/24/17, 3/6/19
- 26E City of Haverhill – Mayor's Recommendations, Capital Improvement Program -- 2016-2020  
A & F 5/31/16, 11/3/16, 5/11/2017, 7/25/17, 2/15/18, 3/6/19, 4/17/19
- 93-I Communication from President Michitson requesting to introduce Dave Labrode to discuss street tree  
plantings  
NRPP 8/7/18, 2/28/19, 2/27/20
- 38-J Communication from Councillor Macek requesting a discussion about reserve parking spaces at City  
Hall designated for Registry of Motor Vehicles  
NRPP 3/19/19, 2/27/20
- 13-Y Communication from Councillor LePage to discuss accounting of revenue funds received from  
Licensed Marijuana establishments & their allocation to mitigate costs and impacts to city  
A & F 3/12/19, 8/5/19
- 89-D Communication from Councillors LePage, Michitson, Jordan requesting discussion on reducing  
exposure of persons under 21 yrs. of age to outdoor advertising (billboards) of marijuana products and  
zoning regulations pertaining to smoke and/or vapor stores in Haverhill  
A & F 7/23/19, 8/16/19



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### DOCUMENTS REFERRED TO COMMITTEE STUDY

38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizens Outreach	4/5/16 1/31/17
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizens Outreach	1/3/17 1/31/17, 8/15/17
10-U	Communication from President Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizens Outreach	1/31/17 8/15/17, 4/23/18
38-D	Communication from Councillors Sullivan and Barrett requesting an update on City's emergency management plan and status of working generators in all public building in City	Public Safety	3/20/18 1/23/19
79-F	Communication from Councillor Sullivan requesting to introduce Kathleen Fitts, Gale Park Assoc. to request the city replace the Gale Park Fountain in fiscal year 20	NRPP	6/25/19
79-T	Communication from Councillors Sullivan and Barrett re: discussion with VINFEN & Haverhill Police Dept. regarding incident in neighborhood of 20 Westland Ter. group home on 7/5 and steps being taken to better supervise residents and reduce police calls to residence	Public Safety	7/23/19
89-K	Communication from Councillor Macek requesting open discussion relative to the process for Establishing a Charter Commission to review the current City of Haverhill Charter	Citizens Outreach	8/6/19
89-U	Communication from Councillor LePage re: applying for Community Compact Best Practices Program grant for benefit of city and its residents	Citizens Outreach	9/17/19
89-V	Communication from Councillor McGonagle requesting a discussion about school bus safety	Public Safety	9/17/19
11	Communication from Councilor Jordan requesting to introduce Steve Costa of Citizens for Haverhill Fire to discuss Mayor's CIP and occupational cancer	Public Safety	1/7/20
34-P	Communication from Councillor Sullivan requesting a discussion regarding the disposal of cremated remains on public property	NRPP	3/17/20
69-O	Communication from President Barrett and Councillor Sullivan requesting discussion on illegal fireworks in the City	Public Safety	7/28/20
86-D	Communication from Councillor Michitson requesting to address economic development ideas resulting from the pandemic	Planning & Dev.	8/11/20
86-F	Communication from Council President Barrett and Councillor LePage requesting discussion pertaining to utilization of UV-C disinfection fixtures in public buildings	A & F	8/25/20
89-C	Mayor Fiorentini submits final recommendations of Matrix Company	NRPP	9/15/20
91	Petition from Wady & Jewnifer Grullon requesting to purchase city property that abuts their property at 14 Silver Birch Ln; Assessor's Map 574, Block 1 Lot 7	NRPP	9/15/20

91-B	Petition from the Biggart Family requesting to purchase 2 parcels of land that abuts their property “ at 30 Belvidere Rd., Assessor’s Map 409, Block 114, Lot 9; and Map 409, Block 1A, Lot 1 that includes conservation land, but only the portion zone RMD (Residential Medium Density)		9/22/20
55-I	Communication from Council President Barrett and Councillor McGonagle requesting to introduce Don Jarvis, Keith Gopsill and Mike Ingham to discuss becoming a Purple Heart Community	NRPP	12/15/20
91-C	Petition of Michael DeLuca requesting to purchase surplus city land on River St., Map 538, Block 419B, Lots 20, 21, 22, 23	NRPP	12/15/20
4-I	Communication from Councillor Michitson requesting to address the rising inequities between high and low paid occupations in the United States	Citizens Outreach	1/12/21
27-E	Communication from Councillor Sullivan requesting to introduce Debbie Lyons, to explain having legal permitting system as it relates to establishing permitting/licensing process to allow for “Bow Hunter Tree Stands” to be placed on trees on City properties when hunting is allowed in season	NRPP	3/2/21
27-J	Communication from Councillor Michitson requesting to re-start discussion on way ahead for residential zoning in Haverhill	Planning & Dev.	3/9/21
50	Councillor Jordan requests on behalf of Tom Riley, 195 Kingsbury Ave., to have city surplus land that abuts his property, Map 768, Block 50, Lot 85A on Lincolnshire Ave.	NRPP	4/6/21
27-X	Councillor Daly O’Brien requests discussion re: cars parking on Concord St. sidewalks and possibility of city providing off-street parking	NRPP	4/6/21
50-U	President Barrett and Vice President LePage request discussion about composting options	Citizens Outreach	5/18/21
50-W	Councillor McGonagle requests to discuss an option to reward first responders and frontline workers to receive bonus for working through pandemic	Public Safety	5/18/21
63-B	President Barrett and Councillor Michitson request to make remote, virtual participation in public hearings and meetings a permanent fixture of city government	A & F	6/15/21
63-R	Councillors Jordan and Michitson propose a Housing Forum to address affordable housing crisis, open space, impact of residential developments on City’s infrastructure and services	Citizens Outreach	8/10/21
63-S	Councillor Daly O’Brien discuss sending intent of closing Washington St. for trial period to make it pedestrian walkway	Citizens Outreach	8/24/21
92	Councillors Jordan, Michitson and LePage seeking funding for Cogswell Artspace from the \$500K account dedicated to youth and mental health services	A & F	9/28/21
91-G	Councillors LePage and Macek request to move and correct procedure error on Rules and Regulations	A & F	9/28/21
92-G	Councillor Daly O’Brien requests providing shaded areas in our City playgrounds	Citizens Outreach	10/19/21
94	Councillor Macek process of private profit organizations using public property	A&F	10/19/21