CITY OF HAVERHILL
CITY COUNCIL AGENDA
Tuesday, March 1, 2022 at 7:00 PM
Theodore A. Pelosi, Jr. Council Chambers, 4 Summer st, Room 202
In-Person/Remote Meeting

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

1. **OPENING PRAYER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF MINUTES OF PRIOR MEETING**
4. **ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**
5. **COMMUNICATIONS FROM THE MAYOR:**
   - 5.1. Mayor Fiorentini requests permission to present citations to PRIDEStar EMS Trinity Ambulance Division Paramedic Samantha Kuenzler and Bobby Thorne in recognition of their heroic and life-saving actions in reviving Steven St. Germaine on January 7, 2022 and to thank them for their bravery and dedication and service to the Greater Haverhill Community
6. **COMMUNICATIONS FROM COUNCILLORS TO INTRODUCE AN INDIVIDUAL(S) TO ADDRESS THE COUNCIL:**
7. **PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28**
8. **COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**:
9. **UTILITY HEARING(S) AND RELATED ORDER(S)**:
   - 9.1. Petition from Mass Electric Co d/b/a National Grid and Verizon NE requesting joint pole location on Forest st **Hearing March 22, 2022**
   - 9.2. Petition from Mass Electric Co d/b/a National Grid of North Andover requesting underground electric conduits on Sylvan rd **Hearing March 22, 2022**
10. **HEARINGS AND RELATED ORDERS:**
    - 10.1. **Document 34,** Petition CCSP 22-1 from The Lupoli Companies requesting Hearing to allow Site Plan Major for redevelopment of the Downtown/Merrimack st parcels: Map Block Lot: 103-1-1, 103-1-6, 103-1-7, 103-3-1A, 103-2-2. Combined size is 4.49 acres in Downtown Haverhill/Merrimack st, zoned Waterfront District Sub-Zone C, currently City owned. Development components include 370 market rate apartments, demolition of current Goecke Parking facility; construction of new parking facilities with 640+ parking spaces; 50,000 sq ft of retail/commercial space, including a food hall; year-round, multi-use outdoor public spaces including space for farmers market and other outdoor activities
      - 10.1.1. Order: Declare real property surplus and authorize Mayor to sell this property to Lupoli Company for $1M. Purchase and Sale/Development agreement attached.

Filed February 15 2022
Comments and approvals from Departments included

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In-Person/Remote Meeting

11. APPOINTMENTS:

11.1. **Confirming Appointments:**

11.2. **Non-Confirming:**

Resignations:

12. PETITIONS:

12.1. **Petition 91046** of Robert Johnson for applicant/owner Water Landing, LLC for Special Permit Modification for 229 Water St. – Special Permit approved by City Council Oct 27 2020 **Hearing March 8, 2022**

12.2. Petition from Attorney William Cox for City requesting hearing to revise the Code by amending Chap 66 by adding "The City Council shall determine their own limitations on a member's ability to participate remotely."
Council Hearing March 22, 2022

12.2.1. Ordinance re Meetings: Amend City Code Chapter 66. **File 10 Days**

12.3. Petition from Attorney William Cox for City Board of Health requesting hearing to revise the Code by deleting the words "Not to exceed 4 in total" from Table 1: Use and Parking Regulations from section K-19 of the current table and also submits the required Ordinance **Refer to Planning Board & Council Hearing April 18, 2022**

12.3.1. Ordinance re: Zoning: Amend City Code Chapter 255, Table 1: on Page 15 – "Accessory Uses" as presented **File 10 days**

12.4. **Applications Handicap Parking Sign: *with Police Dept approval***

12.5. **Amusement/Event Application:**

12.6. **Auctioneer License:**

12.7. **Tag Days:**

One Day Liquor License:

12.8. **Annual License Renewals:**

12.8.1. **Hawker Peddlers License 2022 - Fixed location – *with approvals***

12.8.2. **Coin-Op License *Renewals - with Police Dept approval***

12.8.3. **Drainlayer License *Renewals* for 2022 -*with City Engineer approval***

12.8.4. **Christmas Tree Vendor:**

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

12.8.6. **Taxi License**

12.8.7. **Junk Dealer License**

12.8.8. **Pool Tables**

12.8.9. **Sunday Pool**

12.8.10. **Bowling**

12.8.11. **Sunday Bowling**

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

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

12.8.14. **Pawnbroker license**

12.8.15. **Fortune Teller**

12.8.16.	**Buy & Sell Old Gold**
12.8.17.	**Roller Skating Rink**
12.8.18.	**Sunday Skating**
12.8.19.	**Exterior Vending Machines**
12.8.20.	**Limousine/Livery License/Chair Cars**

13. MOTIONS AND ORDERS:
14. ORDINANCES (FILE 10 DAYS)
15. COMMUNICATIONS FROM COUNCILLORS:
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

5.1

City of Haverhill, Massachusetts

Official Citation

Presented by the

Office of the Mayor

To

PRIDEStar EMS Trinity Ambulance Division
Paramedic Samantha Kuenzler

In recognition of

Your heroic and life-saving actions in reviving Steven St. Germaine on January 7, 2022. Thank you for your bravery, dedication and service to the Greater Haverhill Community.

In witness whereof I have set my hand and caused the seal of the City of Haverhill Massachusetts to be affixed this 1st Day of March in the Year of our Lord, Two Thousand and Twenty-Two.

Mayor James J. Fiorentini

5.1

City of Haverhill, Massachusetts

Official Citation

Presented by the

Office of the Mayor

To

PRIDEStar EMS Trinity Ambulance Division
Paramedic Bobby Thorne

In recognition of

Your heroic and life-saving actions in reviving Steven St. Germaine on January 7, 2022. Thank you for your bravery, dedication and service to the Greater Haverhill Community.

In witness whereof I have set my hand and caused the seal of the City of Haverhill Massachusetts to be affixed this 1st Day of March in the Year of our Lord, Two Thousand and Twenty-Two.

Mayor James J. Fiorentini

Hearing March 22, 2022

Questions contact Nicholas Memmolo 781-907-4445 (9,1)

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Haverhill, Massachusetts

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

Forest St. - National Grid to install (1) JO pole 16-5 on Forest St. beginning at a point approximately 30 feet southwest of the centerline of the intersection of Sylvan Hill Rd. and Forest St. New 29 home residential development (Sylvan Hill Rd.) being fed from new riser pole 16-5.

Location approximately as shown on plan attached.

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

28228139

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

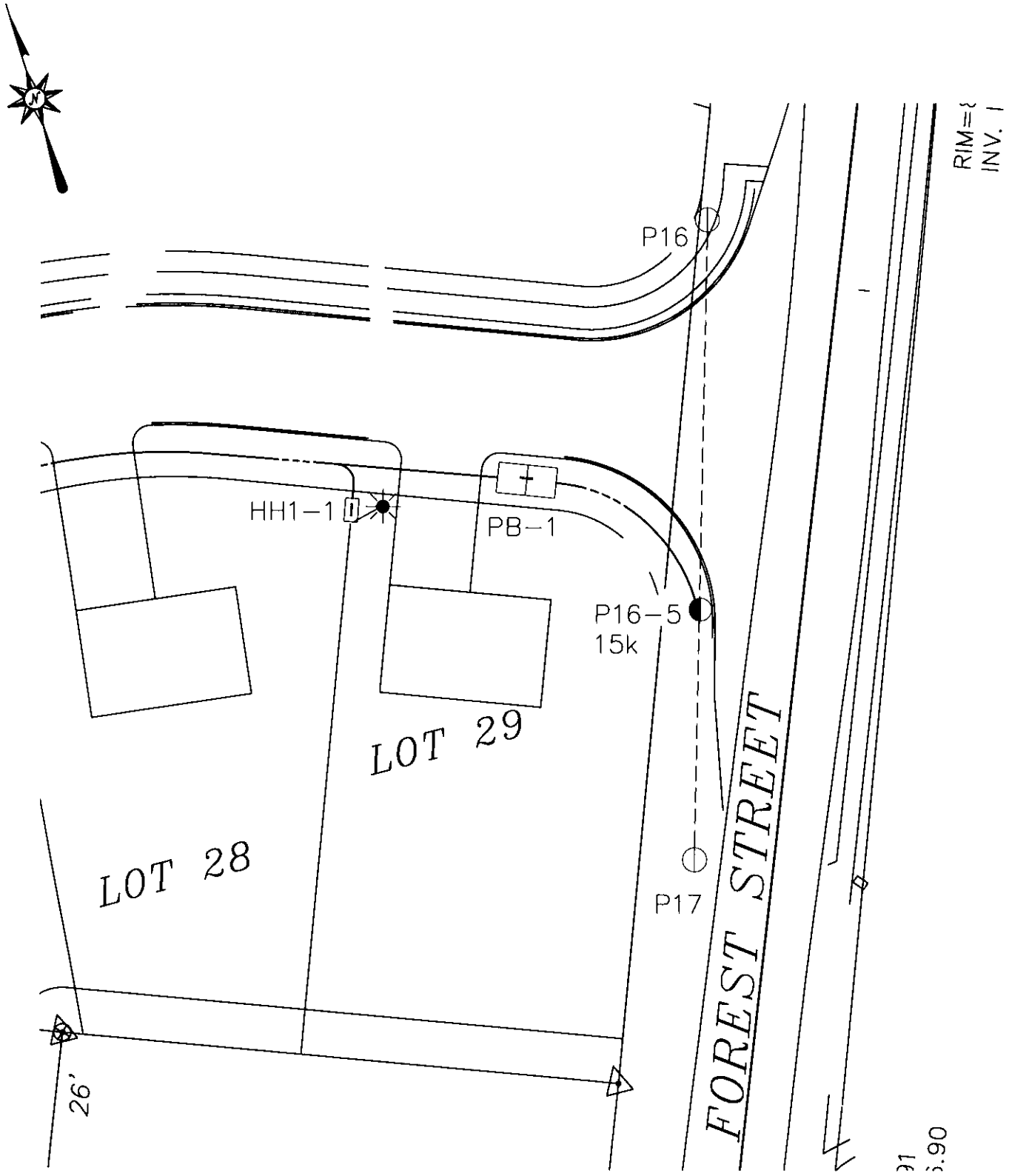
Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID Dave Johnson/lla
BY _____
Engineering Department

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

January 4, 2022

28228139 Forest St. Petition



LEGEND		
PROPOSED J/O POLE	PULLBOX	
EXISTING J/O POLE	HANDHOLE	
3IN. PVC CONDUIT	STREET LIGHT	
OVERHEAD CONDUCTOR		

SYLAN HILL CROSSING
PETITION

SYLAN HILL CROSSING HAVERHILL, MA.

Date: 11/30/2021
Designer: M.N.
W/R: 28228139

nationalgrid

nationalgrid

February 10, 2022

City Council of Haverhill, Massachusetts

To Whom It May Concern:

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

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

Nicholas Memmolo 781-907-4445

Please notify National Grid's Lisa Ayres of the hearing date / time to lisa.ayres@nationalgrid.com

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

National Grid: Lisa Ayres, 1101 Turnpike Street; North Andover, MA 01845
978-725-1418

Very truly yours,

Dave Johnson/lla

Dave Johnson
Supervisor, Distribution Design

Enclosures

(3) Hearing March 22, 2022

(9.2)

Questions contact – Nicholas Memmolo 781-907-4445

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

To the City Council of Haverhill

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

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

The following are the streets and highways referred to:

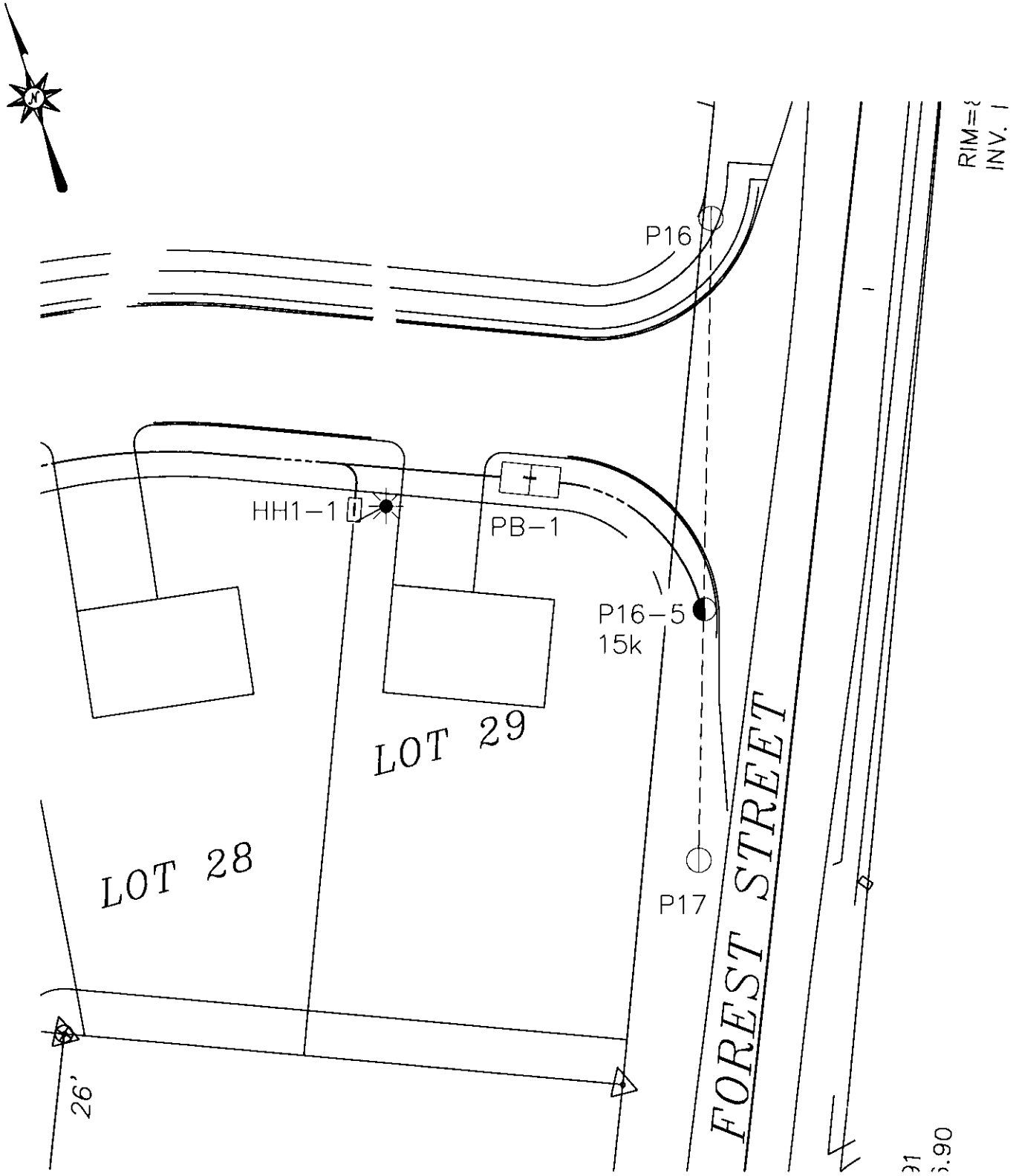
28228139 Sylvan Hill Rd. - Beginning at a point approximately 30 feet southwest of the centerline of the intersection of Sylvan Hill Rd. and Forest St. and continuing approximately 10 feet in a northwest direction; National Grid to install new underground conduit off pole 16-5 Forest St. to feed new 29 home residential development on Sylvan Hill Rd.

Location approximately as shown on plan attached.

Massachusetts Electric Company d/b/a
NATIONAL GRID Dave Johnson/lla
BY _____
Engineering Department

Dated: January 4, 2022

28228139 Sylvan St. Conduit Petition



LEGEND

- PROPOSED J/O POLE
- EXISTING J/O POLE
- 3IN. PVC CONDUIT
- OVERHEAD CONDUCTOR
- PULLBOX
- HANDHOLE
- STREET LIGHT

SYLAN HILL CROSSING
PETITION

SYLAN HILL CROSSING HAVERHILL, MA.

Date: 11/30/2021
Designer: M.N.
W/R: 28228139

nationalgrid

nationalgrid

February 10, 2022

The City Council of Haverhill, Massachusetts

To Whom It May Concern:

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

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

Nicholas Memmolo 781-907-4445

Please notify National Grid's Lisa Ayres of the hearing date / time to lisa.ayres@nationalgrid.com

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

National Grid: Lisa Ayres; 1101 Turnpike Street; North Andover, MA 01845; # 978-725-1418

Very truly yours,

Dave Johnson/lla

Dave Johnson
Supervisor, Distribution Design

Enclosures

34

City of Haverhill, MA

02/09/2022

(10.1)

CCSP-22-1

City Council Special Permit

Status: Active

Date Created: Feb 8, 2022

Applicant

Rick Friberg
rfriberg@theengineeringcorp.com
146 Dascomb Road
Andover, MA 01810
6035682576

Location

51 MERRIMACK ST
Haverhill, MA 01830

Owner:

CITY OF HAVERHILL
4 SUMMER ST HAVERHILL, MA 01830

Important: Please Read Before Starting Your Application

Applicant Information

What is Your Role in This Process?
Attorney/Agent

Applicant Business/Firm Name
TEC, Inc.

Applicant Business/Firm Phone
978-794-1792

Applicant Business/Firm Address
146 Dascomb Road

Applicant Business/Firm City
Andover

Applicant Business/Firm State
MA

Applicant Business/Firm Zip
01810

Client Name
Salvatore N. Lupoli

Client Business Name
Lupoli Companies, LLC

Client Phone
978-681-7777

Client Email
gdarcy@lupolico.com

Client Address
290 Merrimack Street, 2nd Fl

Client City
Lawrence

Client State
MA

Client Zip
01843

Client County
USA

Client Business Structure
Limited Liability Corporation (LLC)

Property Information

Proposed Housing Plan Name
Downtown Haverhill Redevelopment Project

Proposed Street Name(s)
Park Way

How Long Owned by Current Owner?
City-Owned

Type of Dwelling(s) Planned in Project
Multi-Family

Lot Dimension(s)

Registry Plat Number, Block & Lot

6 acres

103-1-1

Zoning District Where Property Located
WD - Waterfront District

IF WATERFRONT, Which Sub-Zone?
C - North Side of Merrimack Street

--

Deed Recorded in Essex South Registry: Block Number
83200

Deed Recorded in Essex South Registry: Page
500

Does the Property Have Multiple Lots?
Yes

IF YES, How Many Lots?
10

IF YES, What Is/Are the Map, Block Lot (MBL) Number(s)?
103-1-1, 103-1-6, 103-1-7, 103-3-1A, 103-3-1B, 103-2-2, 100-1-1, 103-1-3, 103-1-5, 103-1-3A

IF YES, Provide Additional Addresses if Different Than "Location" (or Enter NONE")
51 Merrimack St, 5 Merrimack St, 35 Merrimack St, How St Parking Lot, Park Way Parking Lot, 2 Merrimack St

Thoroughly Describe the Reason(s) for thre Special Permit
This is a Site Plan Review- Major pursuant to Ch 255, Sec 9.3 Waterfront District Subzone C. Project is seeking Site Plan Review (major) Approval for the Downtown Haverhill Redevelopment Project. Site Plan Review (major) is required because the project proposes mixed-use buildings containing more than 6 units and greater than 7,500 SF within the WD-C zoning district. Additionally, a Special Permit is required for one portion of the property which is not in WD-C Zoning District.

Property Description
The Downtown Haverhill Redevelopment Project is currently comprised of parking lots, a parking garage, a vacant lot and Pentucket Bank, totaling approximately 6 acres between Bailey Boulevard, the Merrimack River, How Street and Main Street.

Current Property Use
Other

IF OTHER USE, Please Describe
Primarily City-Owned Parking Lots & Garage

TOTAL Number of Units Planned
420

TOTAL Number of Parking Spaces Planned
910

Planned Lot Use

Lot Number
Lot 1

Lot Plat Number, Bock, Lot
103-3-1A

Lot Dimensions
0.57 acres

Number of Existing Buildings on Lot
0

Size of Existing Building(s) on Lot
0

Number of Buildings Planned for Lot
1

Size of Proposed Building(s)
3-story, 36,100 SF total

Number of Families to be Accommodated
25

Extent of Proposed Alterations
New Construction: Residential

IF OTHER ALTERATIONS, Please Describe
--

Types of Units Planned on Lot
Rental

Number of Units Planned on Lot
25

Lot Number
Lot 2

Lot Plat Number, Bock, Lot
103-2-2

Lot Dimensions

Number of Existing Buildings on Lot

0.60 acres

Size of Existing Building(s) on Lot
0

Size of Proposed Building(s)
6-story building, 97,890 SF total

Extent of Proposed Alterations
New Construction: Residential

Types of Units Planned on Lot
Rental

0

Number of Buildings Planned for Lot
1

Number of Families to be Accommodated
75

IF OTHER ALTERATIONS, Please Describe
--

Number of Units Planned on Lot
75

Lot Number
Lot 3

Lot Dimensions
3.34 acres

Size of Existing Building(s) on Lot
2-story parking garage, 200,740 SF total

Size of Proposed Building(s)
7-story 128,660 SF total, 6-story 110,760 SF total and 7-story garage 278,260 SF 840 spaces

IF OTHER ALTERATIONS, Please Describe
--

Number of Units Planned on Lot
198

Lot Plat Number, Bock, Lot
103-1-1, 103-1-7, 103-1-6, 103-1-3A

Number of Existing Buildings on Lot
1

Number of Buildings Planned for Lot
3

Number of Families to be Accommodated
198

Extent of Proposed Alterations
New Construction: Residential

Types of Units Planned on Lot
Rental

Lot Number
Lot 4

Lot Dimensions
1.35 acres

Size of Existing Building(s) on Lot
111,275

Size of Proposed Building(s)
8-story 72,800 SF

Extent of Proposed Alterations
New Construction: Residential

Types of Units Planned on Lot
Rental

Lot Plat Number, Bock, Lot
101-1-1

Number of Existing Buildings on Lot
2

Number of Buildings Planned for Lot
1

Number of Families to be Accommodated
42

IF OTHER ALTERATIONS, Please Describe
--

Number of Units Planned on Lot
42

Lot Number
Lot 5

Lot Dimensions
0.62 acres

Size of Existing Building(s) on Lot
2-story 20,300 SF total

Size of Proposed Building(s)

Lot Plat Number, Bock, Lot
103-1-3, 103-1-5

Number of Existing Buildings on Lot
1

Number of Buildings Planned for Lot
1

Number of Families to be Accommodated

7-story 120,000 SF total

80

Extent of Proposed Alterations
New Construction: Residential

IF OTHER ALTERATIONS, Please Describe
--

Types of Units Planned on Lot
Rental

Number of Units Planned on Lot
80

Special Circumstances

Building Coverage
☐

Dimensional Variance
☐

Front Yard Setback
☐

Side Yard Setback
☐

Rear Yard Setback
☐

Lot Frontage
☐

Lot Depth
☐

Lot Area
☐

Building Height
☐

Floor Area Ratio
☐

Open Space
☐

Parking
☐

Sign Size
☐

Use
☑

Other
☐

Hearing Waiver

Agrees
Yes

Agreement & Signature

Agrees
☑

PLEASE READ

Office Use Only

City Council Decision
--

City Council Hearing Date
--

Reason for Council's Decision
--

City Council Members Absent
--

City Council Members Present
--

Haverhill

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

February 18, 2022

TO: City Council President Timothy Jordan and members of the Haverhill City Council

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

SUBJECT: Waterfront District Subzone C Site Plan --Major—Merrimack Street Revitalization Project 50,000 sq. ft. multi-space retail/commercial; 840+ Parking Garage; 70 podium parking spaces; 370 market rate residential units plus extensive public open space including multi use all season pedestrian citizen uses including farmers market and outdoor dining, and music and art events.

The applicant requests action on a Site Plan – Major in the waterfront subzone C district to construct 50,000 sq. ft. retail/commercial; 840+ Parking Garage; 370 market rate residential units plus extensive public open space for multi use all season pedestrian citizen uses including farmers market and outdoor dining, and music and art events. The role of the City Council is to conduct a public hearing relative to the site plan pursuant to the criteria in the Waterfront district ordinance.

The proposed project has resulted from the City's issuance of an RFP for the disposal of the 4.49-acre former urban renewal site containing the Goecke Parking deck. The applicant Lupoli Companies was selected as the developer of the site and the proposal is the result of extensive interaction with the city departments. The project is located in subzone C of the city council approved Waterfront Zoning ordinance.

A key component of this project is the provision of a public open space connecting the downtown from Bailey Boulevard to the Merrimack River. The proposed project includes these multi-use open space elements as part of the required design of a project in this subzone.

The Goecke parking deck will be replaced by a new 840 space seven level parking garage plus 70 podium parking spaces related to specific buildings. A detailed review of the applicants parking plan concludes that the proposed parking counts provide sufficient parking for the development and accomodates future growth in the Merrimack Street area. Current users such as Pentucket Medical Associates and Harbor Place needs and

Haverhill

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

requirements for parking permits have been accounted for and will be available to them in the new garage.

The applicants project proposes to incorporate the adjacent Pentucket Bank property into the development. The inclusion of the property enhances the project design and allows modifications to the Merrimack Street traffic flow at Whites corner, expanded loading and delivery to serve existing business and the expansion of the public space and riverfront amenities provided by the project.

The project will provide for on-going design review by the city's downtown consultant Utile during development review and throughout the life of the project.

Water, sewer and drainage elements of the project will all be new construction with upgrades to water and sewer lines in Merrimack Street pursuant to the city's utility master plan for the area.

The ordinance allows for reports to be filed from city departments. I recommend that their comments and reports be made part of the approval action of the city council.

The role of the City Council under the Waterfront zoning ordinance is to act as Plan Approval Authority (PAA) for projects allowed by right in the subzone

As Economic Development and Planning Director I have reviewed the application package for consistency with the ordinance and what follows is a recommendation based on a review of the project in light of the objectives of the ordinance and the specific requirements and standards of the Waterfront District Subzone C

1. 255-9.3.1 **Purpose**

A detailed review of the project against Section 255-9.3.1: A-Q indicates that the proposed project meets the relevant major objectives of the district.

2. 255-9.3.4: 8 **Subzones**

The goals for Subzone C states that a project proposed design should:

Create a vibrant and active portion of the downtown--the proposed project specifically and substantially meets this criterion.

3. 255-9.3.5 **Design Guidelines**

The proposed project complies to the greatest extent possible with the relevant recommended design guidelines in 255-9.3.5: 1-11. The table of uses allows two or

Haverhill

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

more residential units as part of a mixed use development as a site plan major by City Council

4. 255-9.3.9 **Special Permit review criteria**

Proposed project complies to the greatest extent possible with all relevant special permit criteria 255-9.3.9-(1-10).

5. 255-9.3.11 and 13: **Density Regulations and Density Bonus**

The proposed project complies with the density regulations for subzone C of 120 units per acre.

The proposed project complies with the relevant dimensional regulations.

6.. 255-9-3.15: **Parking Requirements**

The project complies with the parking requirements of subzone C.

7. 255-9.3.18 and 19: **Application for Plan Approval/Plan approval procedures**

The applicant has filed all required submittals pursuant to a site plan review–major; and complies with all plan approval procedures for approval of a by-right site plan – major project

. 255-9.3.20: **Plan Approval Decision**

1. Waivers- - No Waivers requested

3. Site Plan—Major approval- The city council finds that the project is consistent with the purpose and intent of the section including that the applicant has:

1. submitted the required fees and information
2. meets the requirements and standards set forth in the section
3. provided that impacts have been mitigated to the greatest extent possible

Based on a detailed review of the project by myself and the relevant City Departments, I conclude that the project adequately mitigates extraordinary adverse potential impacts on nearby properties.

Haverhill

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

RECOMMENDATION: Based on a comprehensive review of the proposed project I recommend that the City Council APPROVE the site plan –Major finding that the project as presented is consistent with the purpose and intent of the section.

Any specific requirements contained in the reports filed by the city departments shall be made part of this finding and carried forward into the development review/building permit process.

Haverhill

Board of Health
Inspection Services
Building/Zoning
Phone: 978-374-2325
978-374-2338
Fax: 978-374-2337

February 23, 2022

TO: City Council

FROM: Richard MacDonald

RE: Merrimac St Project

Dear Council Members,

I forward this memo to you in support of the above reference project.

As a member of The Selection Committee, I observed excellent presentations by the submitting developer on their plans for the area.

I previously served as a Town Manager and Chairman of a Planning Board and observed many development presentations. As such, it was clear to me that the Lupoli Companies had the experience, resources, and vision to design, construct, and operate a project that will revitalize the downtown Merrimac Street area.

The Lupoli Companies previous large scale project was an example of good communication and collaboration bringing that development to a successful conclusion.

In consideration of my comments and given the scope and benefit the development will bring to the city, I offer my support for the project.

Haverhill

Robert E. Ward, Interim DPW Director
Department of Public Works
Phone: 978-374-2382 Fax: 978-521-4083
rward@haverhillwater.com

February 23, 2022

To: Timothy J. Jordan, City Council President
and Members of the City Council

From: Robert E. Ward
Interim DPW Director

Subject: Lupoli Company's Proposed Downtown Redevelopment Project

The Water and Wastewater Divisions have reviewed the water, sewer, and storm drain facilities shown on the plans titled Downtown Haverhill Redevelopment Project, 51 Merrimack Street, Haverhill, MA dated February 8, 2022 and support the City Council approving this project subject to the following conditions.

- The Developer must provide detailed design of the on-site water, sewer, and storm drain systems for approval by the City before the construction of the various structures.
- The Water and Wastewater Divisions engaged an engineering consultant to develop a master plan for the water, sewer, and storm drain systems to ensure adequate service to the proposed project without impacting service to the surrounding area. Once identified, these improvements should be completed before construction of the project.
- All water and wastewater facilities must be designed and constructed in accordance with Haverhill Water and Wastewater Division requirements.
- The comments above should be made part of the conditions of the City Council's approval of this project.

We believe this project will help revitalize the Merrimack Street area and provide an opportunity to complete much-needed water, sewer, and storm drain improvements in the Merrimack Street, Bailey Boulevard, How Street, and Main Street area.

If you need additional information, please call me at (978) 374-2382.

Cc: Glenn Smith, Water Maintenance Supervisor
Isaiah Lewis, Wastewater Facility Manager
John Pettis, City Engineer
William Pillsbury, Economic Development & Planning Director

CITY OF HAVERHILL
POLICE DEPARTMENT

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

ROBERT P. PISTONE, JR.
CHIEF OF POLICE

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

February 24, 2022

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

Dear Mayor Fiorentini,

I have reviewed the plans for the proposed Lupoli Project on Merrimack St. As Chief of Police I endorse this proposed project as its potential impact to public safety is negligible based on the other new and existing mixed use condo/apartment developments throughout the Washington St , Essex St, Merrimack St, Locust St, Walnut St areas. This project would bring much needed tax revenues to the city that we rely upon for our city budget to provide our citizens with municipal services while helping to revitalize this end of Merrimack St with a use that has proved to be successful in the other downtown parts of Haverhill.

Sincerely,

Robert P. Pistone, Jr.
Chief of Police

WILLIAM PILLSBURY, JR.,
DIRECTOR
TELEPHONE: 978-374-2344 V/TDD
FAX: 978-374-2332

CITY OF HAVERHILL
COMMUNITY DEVELOPMENT

CITY HALL, ROOM 309
FOUR SUMMER STREET
HAVERHILL, MA 01830-5843

February 24, 2022

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

FROM: Andrew K. Herlihy, Division Director, Community Development Department AKH

RE: Proposed Downtown Redevelopment Project- Lupoli Companies response to RFP

The Community Development Department supports the plans titled 'Downtown Haverhill Redevelopment Project' for Merrimack Street, the recommended response to the 2021 Urban Renewal Parcels/Goecke Deck redevelopment RFP. This support is based on several factors:

- The addition of 420 additional market-rate housing units will add significant supply to cool down an overheated housing market demand due to a historic lack of available supply. The City is in the grips on a nearly unprecedented housing crisis (along with most of Eastern Massachusetts, as Governor Baker has noted) that is pushing higher rent averages down the income scale and affecting even residents in 'affordable' housing.
- The City's population surged nearly 10% over the past decade, based on the 2020 Census figures, but Haverhill's actual housing growth was less than half that rate, leading to overcrowding and many illegal/unfit units. This dynamic mirrors how job growth in Massachusetts has been outpacing housing production --a recipe for eventual economic disaster. To quote Michael Kennealy, Secretary of Housing and Economic Development for the Commonwealth, "lack of housing production is an impediment to community development."
- While this project may add some to the school age population, Haverhill's more overcrowded housing conditions often result in redistribution of children who are already in the city into the newer housing. This discounting factor needs to be considered when assessing impact to the schools- so many of the children moving into new housing units were already here in Haverhill.
- This proposed housing would be built on Smart Growth principles, in a Designated Growth District (per Merrimack Valley Planning Commission) that has no significant environmental impact, in a previously developed urban area with existing infrastructure that will be upgraded thanks to this project.
- The project ends the unmitigated planning disaster that was Urban Renewal, returning ladder streets to the downtown and eliminating a neighborhood barrier (the sprawling Goecke Deck) that separated Merrimack Street from the Lower Acre, G.A.R. Park, and other downtown areas.

- This project leverages previous Community Development Block Grant (CDBG), MassWorks, MassDevelopment Transformative Development Initiative (TDI) and other state and federal investments in this section of Downtown. This includes previous enhancements to the Farmers Market, Merrimack Street storefronts, electric utility upgrades and more. It puts a capstone to the groundwork laid by our TDI Fellow (MassDevelopment's Noah Koretz) last decade.
- CDBG funds are eligible for one-time public (capital) improvements in Lower Income census tracts (such as Merrimack Street). Conversely, it is unlikely that CDBG funds would be allowed by HUD to make temporary repairs going forward to the Goecke Parking Deck due primarily to a lack of maintenance. If this project is not approved, the City would likely need to fund any 'band-aids' to the decrepit Goecke Deck from its own or private funds.
- This project will create a Food Hall for local entrepreneurs, and can create additional Farmers Market capacity and amenities that will improve access, especially for lower-income residents and SNAP/WIC recipients, to this showcase of Haverhill's unique Farm to Table economy. This can provide nutritional enhancement for lower-income residents and address food insecurity.
- This project will likely provide MassWorks support for additional infrastructure that could be once in a generation. The Commonwealth's support in 2021 with $750,000 in MassWorks funds just for design and development costs for this project is unique, given that MassWorks is nearly exclusively awarded for construction. This award represents a clear signal of State support for additional significant public infrastructure to support the project, based on the economic impact of this proposal. However, this anticipated State investment is clearly predicated on leveraging the significant economic development this project provides. No project means no MassWorks.
- This project provides additional jobs and economic development to our downtown, replacing a historic loss of manufacturing, professional and then retail jobs as a result of Urban Renewal. This Census Tract remains a Low-Income area, so adding incomes and job opportunities to this district satisfies community development goals.
- Likewise, HUD now seeks for CDBG Entitlement Communities (such as Haverhill) to promote opportunities for low-income areas to access Wifi/Broadband opportunities such as what this project will provide for large swaths of Downtown.
- No green space/ green fields will be lost with this development. This project will actually add quality open space, better pedestrian amenities and some green space to the Downtown and this designated Environmental Justice neighborhood.
- The Commonwealth is rolling out new zoning mandates for MBTA communities, creating the conditions for multi-family housing within a half-mile of transit. This project satisfies those requirements for Haverhill Station overnight.
- The State is promoting "Complete Neighborhoods," which feature access to housing, jobs, education, essential needs, services and amenities that are organized around the human scale. This project satisfies all these criteria.
- Lastly, a welcoming public plaza that connects parking to the Merrimack River and Boardwalk will return a 'sense of place' to what was once one of the most important streets in the Merrimack Valley... and could be again!

If you need any additional information, please call me at 978-374-2344.

City of Haverhill, MA

02/25/2022

CCSP-22-1

Engineering Department Review

City Council Special Permit

Status: Complete

Assignee: LINDA KOUTOULAS

Became Active: 02/08/2022

Completed: 02/25/2022

Applicant

Rick Friberg
rfriberg@theengineeringcorp.com
146 Dascomb Road
Andover, MA 01810
6035682576

Location

51 MERRIMACK ST
Haverhill, MA 01830

Owner:

CITY OF HAVERHILL
4 SUMMER ST HAVERHILL, MA 01830

Comments

John Pettis, Feb 25, 2022 at 10:56am

I have reviewed this submittal and I am fully supportive of the project. Two portions of the project tht I am most excited about are the replacement for the Goecke Deck and the roadway improvements to Merrimack Street at it's intersection with Main St.

The Goecke Deck has been an albatross for the City for many years. Hundreds of thousands of $ have been poured into the deck for needed repair work, and more than a million $ more have been identified as repairs tht would be needed to keep it viable moving forward.

Merrimack Street widening will greatly enhance traffic flow.

I look forward to working with the project proponents in the near future should the Special Permit be granted.

City of Haverhill, MA

02/25/2022

CCSP-22-1

Conservation Department Review

City Council Special Permit

Status: Complete

Assignee: LINDA KOUTOULAS

Became Active: 02/08/2022

Completed: 02/25/2022

Applicant

Rick Friberg
rfriberg@theengineeringcorp.com
146 Dascomb Road
Andover, MA 01810
6035682576

Location

51 MERRIMACK ST
Haverhill, MA 01830

Owner:

CITY OF HAVERHILL
4 SUMMER ST HAVERHILL, MA 01830

Comments

Robert Moore, Feb 25, 2022 at 11:03am

Building along river will require Conservation Commission approval, much like the Harbor Place and Heights redevelopment projects.

City of Haverhill, MA

02/25/2022

CCSP-22-1

Storm Water Review

City Council Special Permit

Status: Complete

Assignee: LINDA KOUTOULAS

Became Active: 02/08/2022

Completed: 02/25/2022

Applicant

Rick Friberg
rfriberg@theengineeringcorp.com
146 Dascomb Road
Andover, MA 01810
6035682576

Location

51 MERRIMACK ST
Haverhill, MA 01830

Owner:

CITY OF HAVERHILL
4 SUMMER ST HAVERHILL, MA 01830

Comments

Robert Moore, Feb 25, 2022 at 11:06am

Project will require a Stormwater Management Permit under local ordinance prior to commencement of construction.

City of Haverhill, MA

02/24/2022

CCSP-22-1

Water Supply Review

City Council Special Permit

Status: Complete

Assignee: Robert Ward

Became Active: 02/08/2022

Completed: 02/23/2022

Applicant

Rick Friberg
rfriberg@theengineeringcorp.com
146 Dascomb Road
Andover, MA 01810
6035682576

Location

51 MERRIMACK ST
Haverhill, MA 01830

Owner:

CITY OF HAVERHILL
4 SUMMER ST HAVERHILL, MA 01830

Comments

Robert Ward, Feb 23, 2022 at 2:57pm

We have no comment related to water supply as the proposed project is not located within the Water Supply Protection Overlay District.

City of Haverhill, MA

02/23/2022

CCSP-22-1

Building Inspector Approval for Agenda

City Council Special Permit

Status: Complete

Assignee: Tom Bridgewater

Became Active: 02/08/2022

Completed: 02/23/2022

Applicant

Rick Friberg
rfriberg@theengineeringcorp.com
146 Dascomb Road
Andover, MA 01810
6035682576

Location

51 MERRIMACK ST
Haverhill, MA 01830

Owner:

CITY OF HAVERHILL
4 SUMMER ST HAVERHILL, MA 01830

Comments

Tom Bridgewater, Feb 23, 2022 at 11:41am

Should this proposed project be approved by City Council, I will be looking forward to working with the Developer and contractors on all different aspects of this project. The renderings appear to meet the Zoning requirements of the 3 different zones, WD-C, WD-B and CC

City of Haverhill, MA

02/23/2022

CCSP-22-1

Fire1 Department Review

City Council Special Permit

Status: Complete

Assignee: Eric Tarpy

Became Active: 02/08/2022

Completed: 02/16/2022

Applicant

Rick Friberg
rfriberg@theengineeringcorp.com
146 Dascomb Road
Andover, MA 01810
6035682576

Location

51 MERRIMACK ST
Haverhill, MA 01830

Owner:

CITY OF HAVERHILL
4 SUMMER ST HAVERHILL, MA 01830

Comments

Eric Tarpy, Feb 16, 2022 at 11:03am

The planning, design and construction of new buildings, renovation of existing buildings and structures to provide egress facilities, fire protection and built-in fire protection equipment shall be in accordance with 780 CMR; and any alterations, additions or changes in buildings required by the provisions of 527 CMR which in the scope of 780 CMR, 9th edition, shall be made in accordance therewith. (527 CMR 1.04(4) and 780 CMR 101.2). Additionally, 780 CMR (901.2.1) Document Submittal Process will be required.
Plans approved by the fire department are approved with the intent they comply in all respects to MSBC, 780 CMR 527 CMR 1.00, 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.

A third party review of fire protection systems will be required for the proposed buildings prior to Building permits being issued.

City of Haverhill, MA

02/23/2022

CCSP-22-1

Planning Director Review

City Council Special Permit

Status: Complete

Assignee: William Pillsbury

Became Active: 02/08/2022

Completed: 02/23/2022

Applicant

Rick Friberg
rfriberg@theengineeringcorp.com
146 Dascomb Road
Andover, MA 01810
6035682576

Location

51 MERRIMACK ST
Haverhill, MA 01830

Owner:

CITY OF HAVERHILL
4 SUMMER ST HAVERHILL, MA 01830

Comments

William Pillsbury, Feb 23, 2022 at 8:53am

recommend approval.
all application required materials have been filed and fee paid; review of materials demonstrates compliance with all zoning ordnance requirements; project provides substantial mitigation of possible adverse effects on neighboring properties. recommend approval of site plan--major. (see my detailed review letter attachment in portal)

EDWARDS VACUUM LLC
11 Elizabeth Drive
Chelmsford MA 01824
USA

February 23, 2022

Mayor James J. Fiorentini
Haverhill City Council, ATTN: City Clerk
Haverhill City Hall
4 Summer Street
Haverhill, MA 01810

Dear Mayor Fiorentini,

Edwards Vacuum LLC would like to extend our support for the Downtown Haverhill Redevelopment Project. Edwards selected Haverhill to build our new Innovation and Solution Center for the many positive attributes the City of Haverhill provides, along with the vision of growth within the city you relayed to us while we were selecting a location.

In March of 2021, Edwards executives were toured though Haverhill to get an appreciation of the city, and what it has to offer. The tour included stops at UMASS Lowell, Haverhill Innovation Hub, and Haverhill Heights, among other downtown locations. The tour passed by Merrimack Street Redevelopment site, and we discussed, and were excited about the City's RFP. This proposed mixed-use development site would provide another residential option for Edwards employees, as well as retail amenities, we feel will continue to assist in attracting talent to our business. As our Innovation and Solution Center will be hosting customers and executives from Edwards UK, and our parent Atlas Copco, a thriving downtown is essential for entertaining guests. Another multi-million dollar project in Haverhill further supports Edwards' decision to locate in Haverhill's Broadway Business Park.

Edwards remains interested in seeing additional development of hotels in the City of Haverhill, again in support of visitors to our facility.

Sincerely,

John O'Sullivan
VP Operations, Edwards Vacuum

February 24, 2022

The Honorable James J. Fiorentini
Mayor, City of Haverhill
Haverhill City Council
attn: City Clerk, cityclerk@cityofhaverhill.com
cc: William Pillsbury, Jr.
Planning and Economic Development Director
4 Summer Street
Haverhill, MA 01830

utile

Mayor Fiorentini and the City Council,

On behalf of the City of Haverhill, acting in the role of lead design review consultant, I strongly recommend that the Site Plan-Major submitted by the Lupoli Companies be approved as currently proposed.

As the founding principal of Utile, an architecture and urban planner firm located in Boston, I have been the principal-in-charge of several City of Haverhill planning studies that have explored the redevelopment potential of the Goecke Deck and surrounding City-owned property. The first study, funded as part of the MassDevelopment Transformative Development Initiative program, recommended redevelopment scenarios and public realm improvements along Merrimack Street. The centerpiece of that work was a plan for the phased redevelopment of the Goecke deck, enabled by the consolidation of the existing parking into multi-story parking garage located just east of a new north-south "ladder street." This important new addition to Downtown Haverhill's public realm would remove the barrier that was created when the Goecke Deck was built as part of a never-completed urban renewal plan. Our original vision for the redevelopment of the Goecke Deck was endorsed a few years later within the larger context of Vision Haverhill 2035, a Utile-led citywide master plan, which was approved by the Planning Board in January 2020.

Since November 2019, my colleagues at Utile and I have assisted the City team with the disposition process and the selection of a preferred developer. In that role, we helped draft the request for proposals, did outreach to potential developers, and served as the facilitator of two rounds of development team interviews and follow up discussions with the Mayor's advisory committee. The dedication and thoughtfulness of the committee are an important reason the Lupoli Company proposal is both ambitious and implementable.

The development vision proposed by the Lupoli Companies follows all of the tenets of our original plan for the site, including the consolidation of parking into a better-located parking garage, the introduction of a ladder street that will connect pedestrians from Bailey Boulevard to the Merrimack River, and the eventual continuation of Park Way to Howe Street in order to increase pedestrian connectivity and open up additional sites to thoughtful redevelopment. The proposal is also consistent with the original plan because it includes retail space facing Merrimack Street and appropriately-scaled buildings that reflect the character and scale of both the historic architecture of Downtown Haverhill and Harbor Place.

In other ways, the Lupoli proposal improves upon our original plan. Examples include the pedestrianization of the section of the ladder street between Merrimack Street and Park Way so it can function as a welcoming civic open space that can be converted to a skating rink in the winter. In addition, a food hall is proposed in the base of the building that defines the east edge of this new civic plaza. The food hall will activate the public realm, provide business opportunities for entrepreneurs, and add to Haverhill's reputation as a food destination.

Utile is looking forward to serving as the City's design review consultant as the project moves into Schematic Design and the design details get worked out. In that role, we will continue to collaborate with you, the City staff, and the development team to ensure that the built project exceeds the original vision for this important piece of Haverhill's downtown.

Sincerely,

Tim Love FAIA

Principal

Lupoli COMPANIES

Mr. William Pillsbury
Economic Development Director
City of Haverhill
Economic Development & Planning, Room 201
4 Summer Street
Haverhill, MA 01830

Re: Downtown RFP – Impact on School Infrastructure

Dear Bill,

Per your request we have provided metrics below regarding the impact the development will have on the cities' public education infrastructure. As you will hopefully agree this proves to have a negligible adverse impact on the public infrastructure.

MARKET SURVEY	**LUP**	**HAV**	**total**
Total # units in survey	805	620	1425
Total # BR's in survey	1130	801	1931
Total students	34	87	121
Students per bedroom	0.030	0.109	0.063

NEW DEVELOPMENT			
Completion and leaseup date	2025	2026	2027
Project phases	**2**	**3**	**4**
Total # units	100	148	50
Total # BR's	123	182	62
Students per bedroom	0.063	0.063	0.063
Total students per phase	7.7	11.4	3.9

TOTAL ADDED STUDENTS by 2027			23.0

The information used in our calculations was based on annual audit of residents living in each of the 805 apartments in our regional portfolio including the Gateway Cities of Lowell, Lawrence, and Haverhill. Our portfolio accounts for 1130 bedrooms. Additionally we utilized data and information

290 Merrimack St.
Lawrence, MA 01843

Lupoli COMPANIES

obtained from the City of Haverhill for apartment buildings within the downtown area totaling 620 units and 801 bedrooms.

Based on the audit findings the proposed project would be expected to house approximately 27 students over the lease up period of all phases (2024-2028).

Please note that our calculations did not identify the grade levels (kindergarten, elementary, middle, or high school) nor did they take into consideration students that may have already been students in the Haverhill Public Schools as they would not be increasing the population.

Sincerely,

G. Darcy

Gerry-Lynn Darcy, SVP
Lupoli Companies

290 Merrimack St.
Lawrence, MA 01843

146 Dascomb Road
Andover, MA 01810
978.794.1792
TheEngineeringCorp.com
Create | Design | Innovate

TEC
The Engineering Corp

Timothy J. Jordan, President
Haverhill City Council
4 Summer Street, Room 204
Haverhill, Massachusetts 01830

February 8, 2022

Re: Downtown Haverhill Redevelopment Project
Written Summary of Project

Dear President Jordan:

On behalf of the Lupoli Companies, the Applicant ("Applicant"), we respectfully submit this Written Summary of Project in conjunction with the request for Site Plan Review (Major) and Special Permit Plan Approval for the Downtown Haverhill Redevelopment Project.

As you are aware, the Lupoli Companies was selected as the preferred developer for the City-owned property between Bailey Boulevard, Merrimack Street, How Street and Main Street through a competitive RFP process.

The development proposal includes the construction of seven (7) structures; two (2) multi-family residential buildings, four (4) mixed-use buildings and a parking garage, totaling 61,130 SF mixed retail / commercial space, 420 residential units and 910 parking spaces. Importantly, also included in the development proposal is a robust public realm that will generate vibrancy and serve as a critical pedestrian accessway between Bailey Boulevard and the Merrimack River, linking together the elements of the project and connecting it to the surrounding uses. The public realm will be multi-functional, capable of hosting a variety of events and activities and is intended to be a draw for the City's residents and visitors into Haverhill's Downtown. A detailed outline of the project components can be found in the Project Description letter.

Throughout the RFP process, interviews with the Merrimack Street Redevelopment Committee, the City Council presentation and meetings with various stakeholders, our team has continued to collect information and listen to ideas to improve the project. Our team remains in close coordination with City Staff and its Design Reviewer, Utile, to create public spaces that will serve Haverhill as a community asset and that are consistent with all of the prior planning work undertaken by the City. We have also worked hard to address critical issues that have been previously identified including parking, phasing and the Merrimack Street / Main Street intersection.

We look forward to presenting the project at the Council's next available hearing. Thank you for your consideration!

Sincerely,
TEC, Inc.
"The Engineering Corporation"

Rick Friberg, PE, LEED AP
Principal

146 Dascomb Road
Andover, MA 01810
978.794.1792
TheEngineeringCorp.com
Create | Design | Innovate

TEC
The Engineering Corp

Timothy J. Jordan, President
Haverhill City Council
4 Summer Street, Room 204
Haverhill, Massachusetts 01830

February 8, 2022

Re: Downtown Haverhill Redevelopment Project
Property Owner's Permission

Dear President Jordan:

On behalf of the Lupoli Companies, the Applicant ("Applicant"), we respectfully submit this Property Owner's Permission letter in conjunction with the request for Site Plan Review (Major) and Special Permit Plan Approval for the Downtown Haverhill Redevelopment Project.

As you are aware, the Lupoli Companies was selected as the preferred developer for the City-owned property between Bailey Boulevard, Merrimack Street, How Street and Main Street through a competitive RFP process.

At the March 1, 2022 hearing, the City will be on the agenda seeking to engage the developer into a Development Agreement and a Purchase and Sale Agreement, which will provide the authorization for the Applicant to continue to a presentation for Site Plan Review (Major) and Special Permit Plan Approval.

We look forward to presenting the project at the Council's next available hearing. Thank you for your consideration!

Sincerely,
TEC, Inc.
*"**T**he **E**ngineering **C**orporation"*

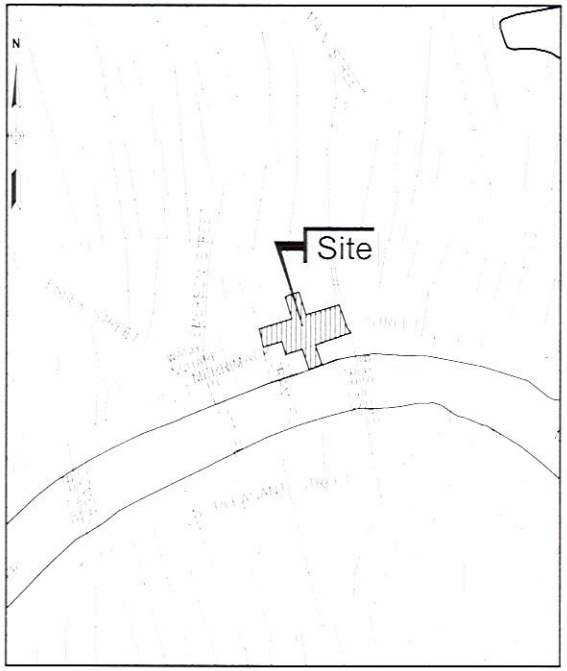
Rick Friberg, PE, LEED AP
Principal

Site Plans

Downtown Haverhill Redevelopment Project

51 Merrimack Street
Haverhill, Massachusetts

Map/Lots: 103-1-1, 103-1-6, 103-1-7, 103-3-1A, 103-2-2
100-1-1, 103-1-3, 103-1-5, 103-1-3A & 103-3-1B



LOCUS PLAN

Site Plans Index

No.	Drawing Title	Latest Issue
C-001	Title & Index Sheet	February 8, 2022
C-002	Legend & General Notes	February 8, 2022
C-003	Existing Conditions Plan	February 8, 2022
C-004	Layout & Materials Plan	February 8, 2022
C-005	Grading, Drainage & Utilities Plan	February 8, 2022
C-006	Erosion & Sediment Control Plan	February 8, 2022
C-007	Construction Details	February 8, 2022
C-008	Construction Details	February 8, 2022
C-009	Construction Details	February 8, 2022

TEC
The Engineering Corp

Downtown Haverhill
Redevelopment Project

51 Merrimack Street
Haverhill, Massachusetts

Map/Lots: 103-1-1, 103-1-6, 103-1-7, 103-3-1A, 103-2-2, 100-1-1, 103-1-3, 103-1-5, 103-1-3A & 103-3-1B

Lupoli Companies
290 Merrimack Street
Lawrence, MA 01843

TEC
The Engineering Corp
TEC, Inc.

CUBE3

CWDG

Permitting

Title &
Index Sheet

C-001

GENERAL NOTES

GRADING, DRAINAGE AND UTILITY NOTES

GENERAL SYMBOLS

EXISTING	PROPOSED

ABBREVIATIONS

GENERAL		UTILITIES	

PAVEMENT MARKINGS AND SIGNING SYMBOLS

EXISTING	PROPOSED

TEC
The Engineering Corp

Downtown Haverhill
Redevelopment Project

51 Merrimack Street
Haverhill, Massachusetts

Lupoli Companies
290 Merrimack Street
Lawrence, MA 01843

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The Engineering Corp
TEC, Inc.

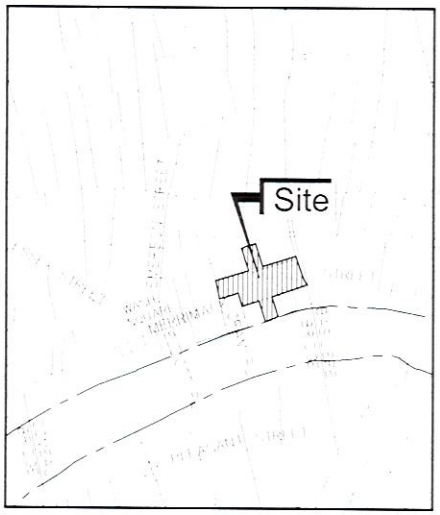
CUBE3

CWDG

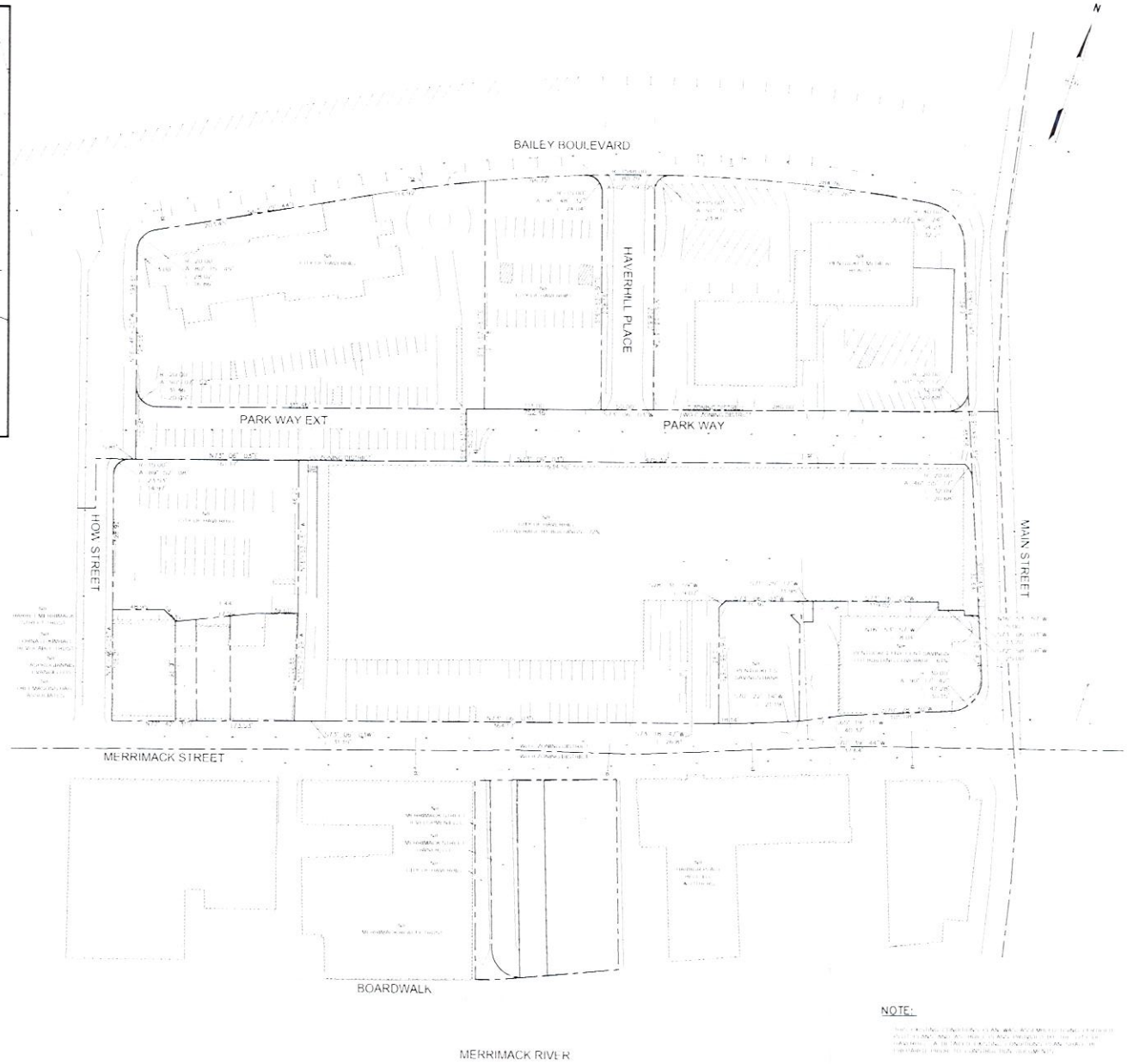
Permitting

Legend &
General Notes

C-002



LOCUS PLAN



NOTE:

TEC
The Engineering Corp

Downtown Haverhill
Redevelopment Project

51 Merrimack Street
Haverhill, Massachusetts

Map/Lots: 103-1-1, 103-1-1a, 103-1-7, 103-1-1A, 103-2-2, 103-1-1, 103-1-1, 103-1-5, 103-1-3A & 103-3-1B

Lupoli Companies
290 Merrimack Street
Lawrence, MA 01843

TEC
The Engineering Corp
TEC, Inc.

CUBE3

CWDG

Permitting

Existing
Conditions Plan

C-003

DEVELOPMENT PROGRAM

BUILDING	ZONING	USES
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]
5	[illegible]	[illegible]
6	[illegible]	[illegible]
7	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

ZONING TABLE

	Required	Provided
Commercial Central		
Building 1 - Multifamily		
Use	Special Permit - City Council	
Height	6-story / 74 feet (max)	3-story / 40'
Front Setback	10' (min)	10'
Side / Rear Setback	20' (min)	20'
Density	2,000 SF Lot Area for 1st Unit, then 1 Unit / 1,000 SF = 25 Units (max)	25 units
Lot Coverage (Building)	60% (max)	46%
Floor Area Ratio	2.0 (max)	2.0
Waterfront District – Subzone C		
Building 2 – Mixed-Use		
Use	Site Plan Review (Major)	
Height	74' (max)	74'
Building 3 – Mixed-Use		
Use	Site Plan Review (Major)	
Height	74' (max)	74'
Building 4 – Multifamily		
Use	Special Permit - City Council	
Height	74' (max)	74'
Building 5 – Parking Structure		
Use	Accessory	
Height	74' (max)	74'
Building 6 – Mixed-Use		
Use	Site Plan Review (Major)	
Height	74' (max)	74'
Waterfront District – Subzone C		
Building 7 – Mixed-Use		
Use	Permitted	
Height	125' / 10-story (max)	105' / 8-story

TRAFFIC SIGN SUMMARY

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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NOTES:

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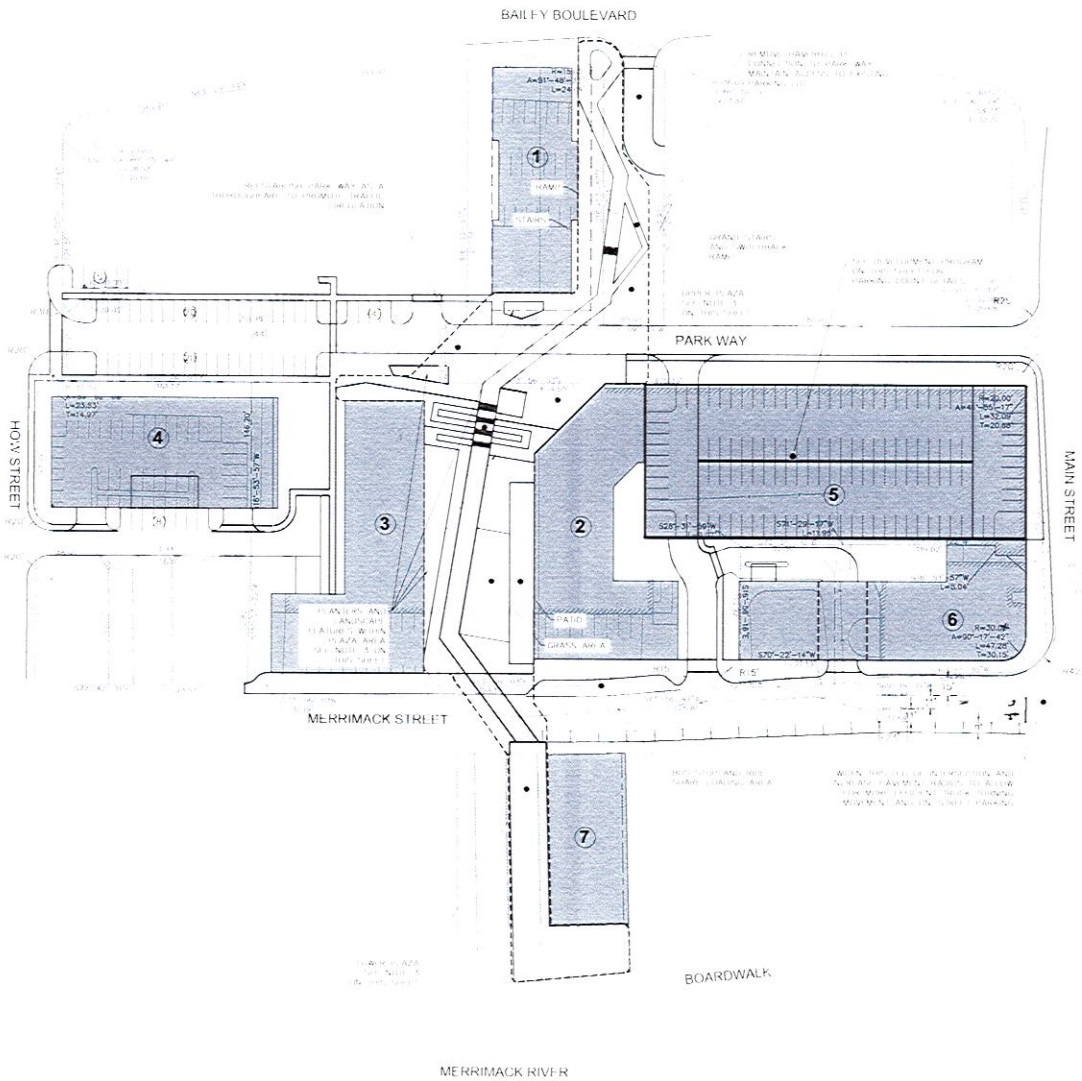


TEC
The Engineering Corp

Downtown Haverhill Redevelopment Project

91 Merrimack Street
Haverhill, Massachusetts

Map/Lots: 103-1-1, 103-1-6, 103-1-7, 103-1-1A, 103-2-2, 103-1-1, 103-1-4, 103-1-5, 103-1-3A & 103-1-1B

TEC
The Engineering Corp
TEC, Inc.

CUBE3

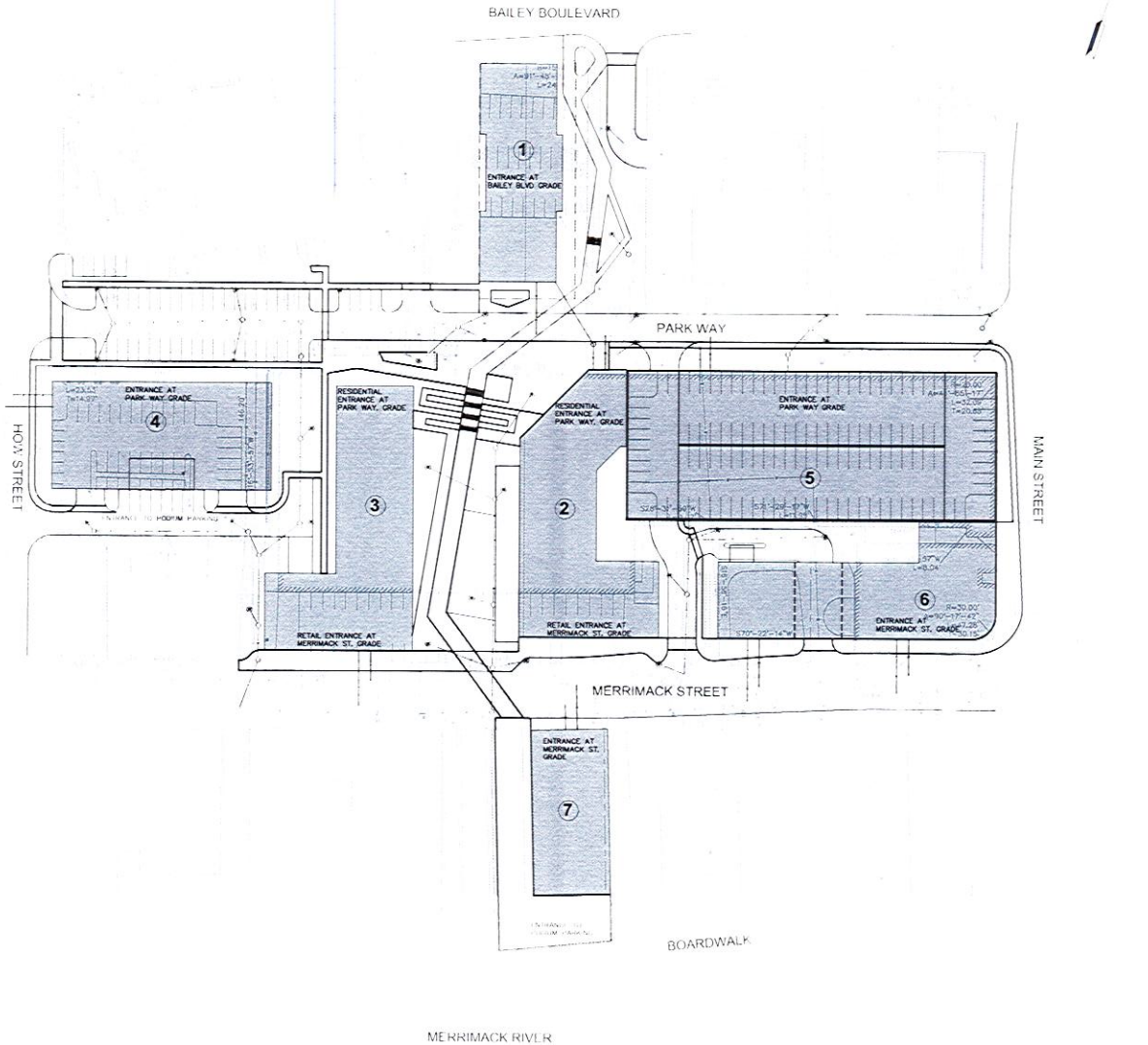
CWDG

Permitting

Layout & Materials Plan

C-004

GRADING, DRAINAGE AND UTILITY NOTES



TEC
The Engineering Corp

Downtown Haverhill Redevelopment Project

51 Merrimack Street
Haverhill, Massachusetts

Map/Lots: 103 1-1, 103 1-6, 103 1-7, 103 1-1A, 103 2-2, 100 1-1, 103 1-5, 103 1-5A, 103 1-3A & 103 1-1B

Lupoli Companies
290 Merrimack Street
Lawrence, MA 01843

TEC
The Engineering Corp
TEC, Inc.

CUBE3

CWDG

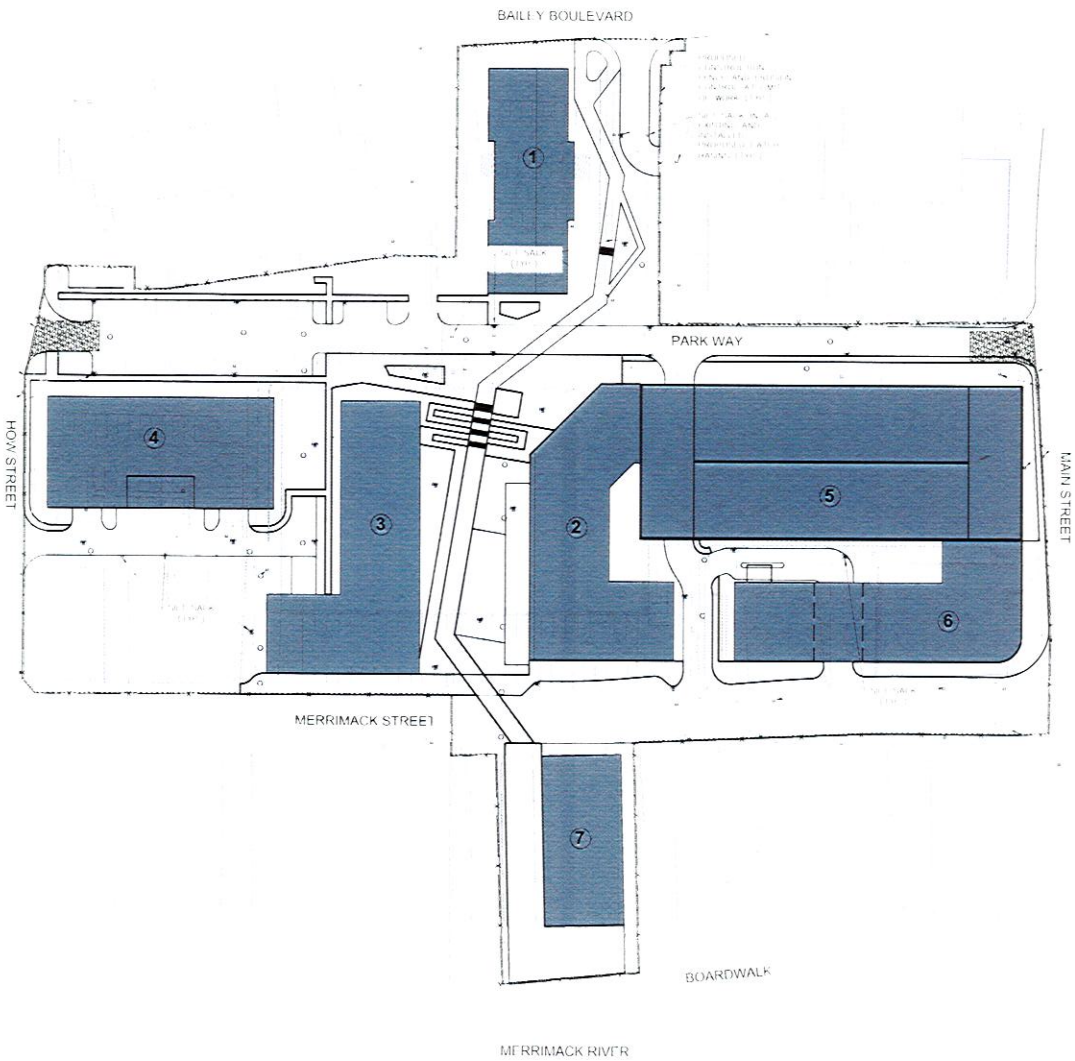
Permitting

Grading, Drainage & Utilities Plan

C-005

PROPOSED CONSTRUCTION SEQUENCING

NOTES:



TEC
The Engineering Corp

Downtown Haverhill
Redevelopment Project

Lupoli Companies
290 Merrimack Street
Lawrence, MA 01843

TEC
The Engineering Corp
TEC, Inc.

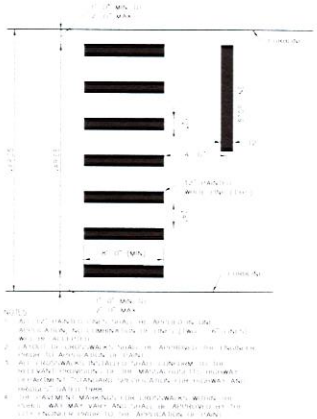
CUBE3

CWDG

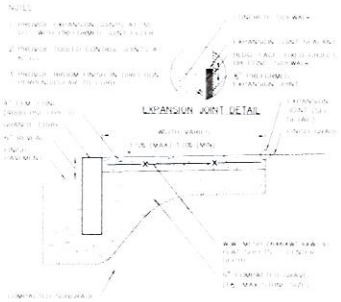
Permitting

Erosion &
Sedimentation
Control Plan

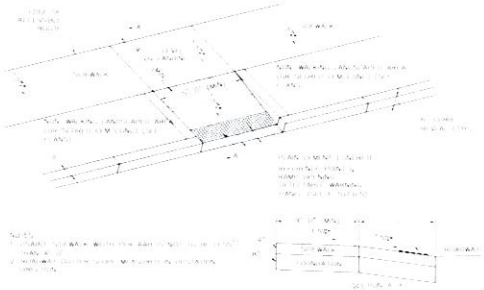
C-006



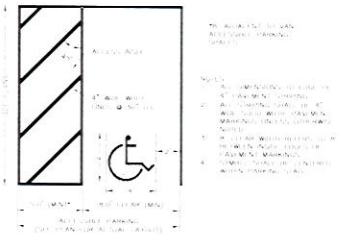
CROSSWALK PAVEMENT MARKING



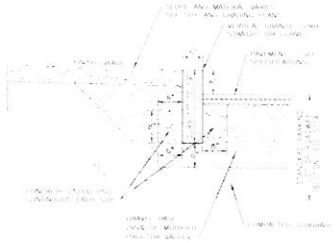
CONCRETE SIDEWALK



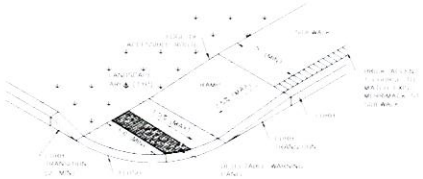
WHEEL CHAIR RAMP TYPE A



ACCESSIBLE PARKING SPACE

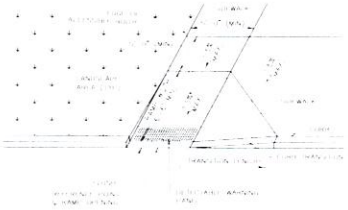


VERTICAL GRANITE CURB

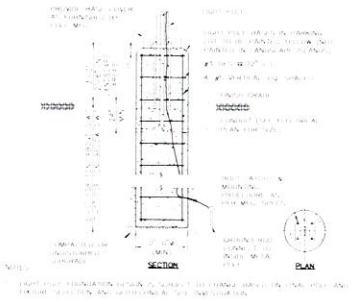


WHEELCHAIR RAMP TYPE B

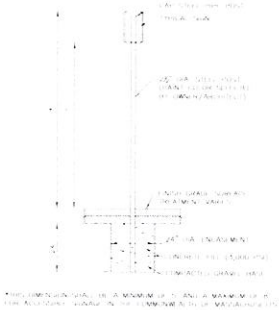
STANDARD DUTY PAVEMENT



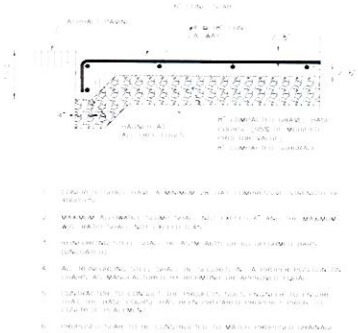
WHEELCHAIR RAMP TYPE C



LIGHT POLE BASE



SIGN POST



LOADING PAD

TEC
The Engineering Corp

Downtown Haverhill
Redevelopment Project

51 Merrimack Street
Haverhill, Massachusetts

Map/Lots: 103-1-1, 103-1-1A, 103-1-7, 103-1-8, 103-1-9, 103-1-9A & 103-1-

Lupoli Companies
290 Merrimack Street
Lawrence, MA 01843

TEC
The Engineering Corp
TEC, Inc.

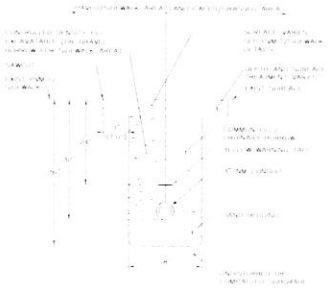
CUBE3

CWDG

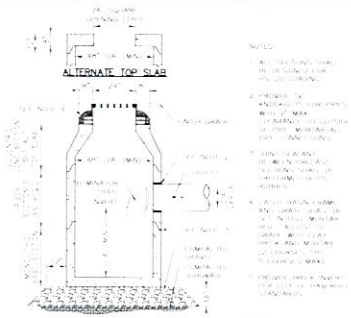
Permitting

Construction
Details - 1

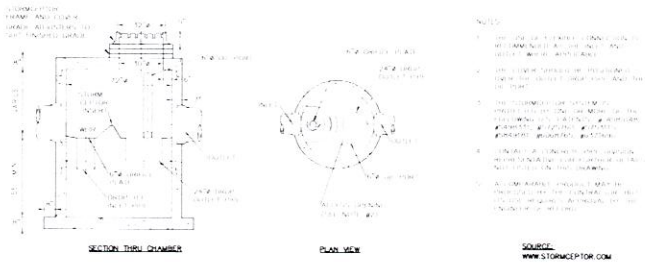
C-007



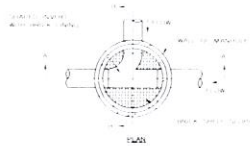
CONDUIT TRENCH DETAIL

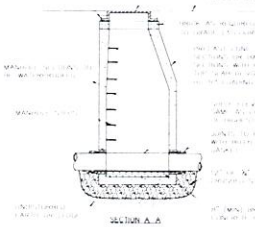


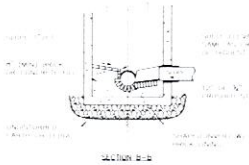
DEEP SUMP CATCH BASIN WITH HOOD



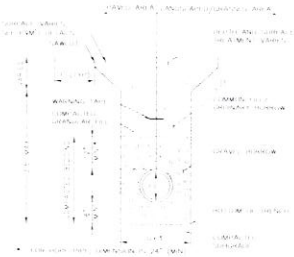
STC 900 PRECAST CONCRETE STORMCEPTOR (900 U.S. GALLON CAPACITY)



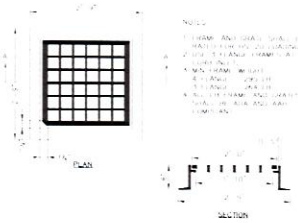




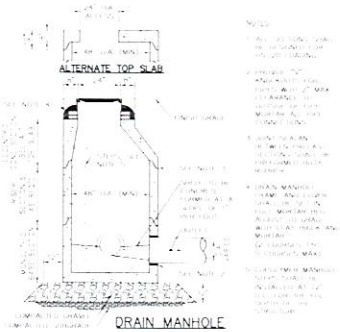
SEWER MANHOLE



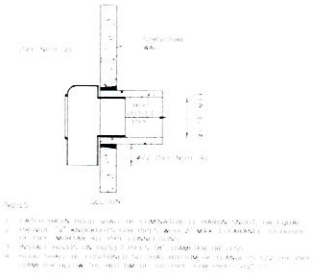
UTILITY TRENCH DETAIL



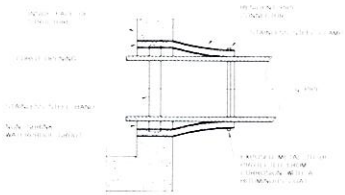
CATCH BASIN FRAME & GRATE



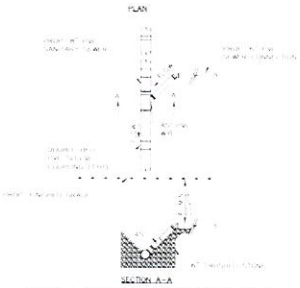
DRAIN MANHOLE



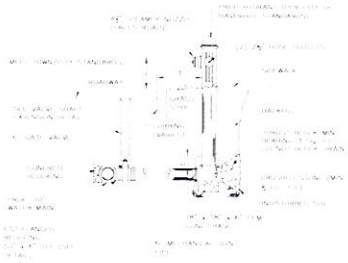
HOODED CATCH BASIN OUTLET



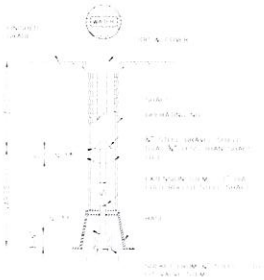
SEWER PIPE CONNECTION



TYPICAL SEWER SERVICE CONNECTION

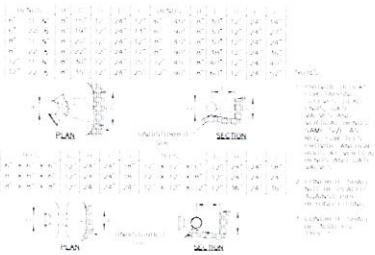


HYDRANT DETAIL



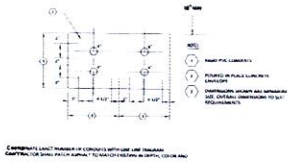
VALVE SHAFT EXTENSION

CAST IRON PIPE

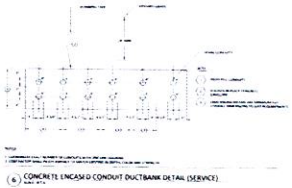


CONCRETE THRUST BLOCK

WATER GATE VALVE



TEL/DATA DUCTBANK



ELEC DUCTBANK

TEC
The Engineering Corp

Downtown Haverhill
Redevelopment Project

Lupoli Companies
290 Merrimack Street
Lawrence, MA 01843

TEC
The Engineering Corp
TEC, Inc.

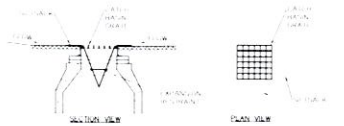
CUBE3

CWDG

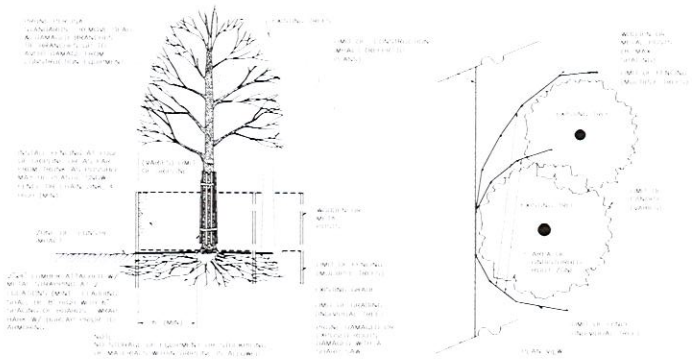
Permitting

Construction
Details - 2

C-008



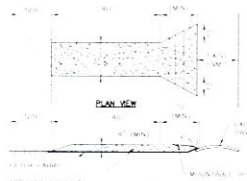
INLET PROTECTION – SILT SACK IN CATCH BASIN



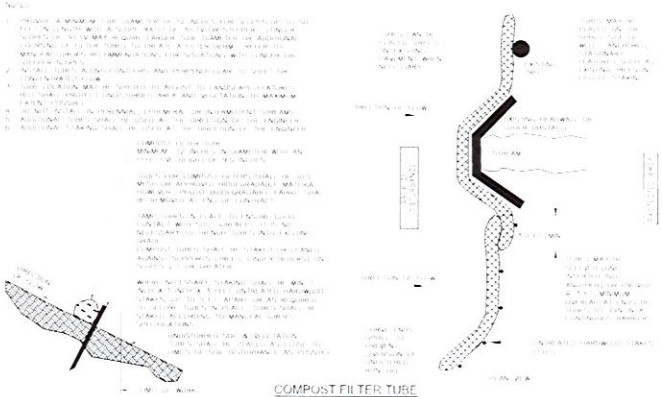
TREE PROTECTION

TEMPORARY STILLING AREA

SOIL STOCKPILE



STABILIZED CONSTRUCTION EXIT



COMPOST FILTER TUBE

TEC
The Engineering Corp

Downtown Haverhill Redevelopment Project

Lupoli Companies
290 Merrimack Street
Lawrence, MA 01843

TEC
The Engineering Corp
TEC, Inc.

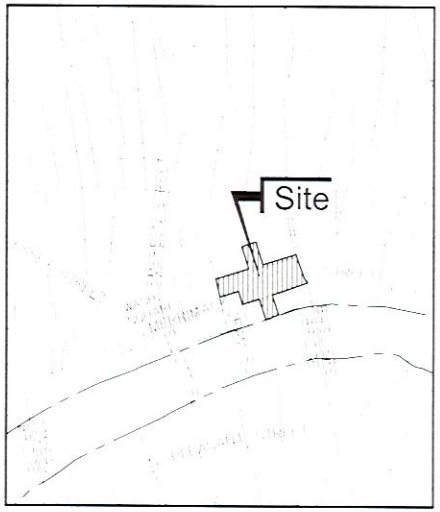
CUBE3

CWDG

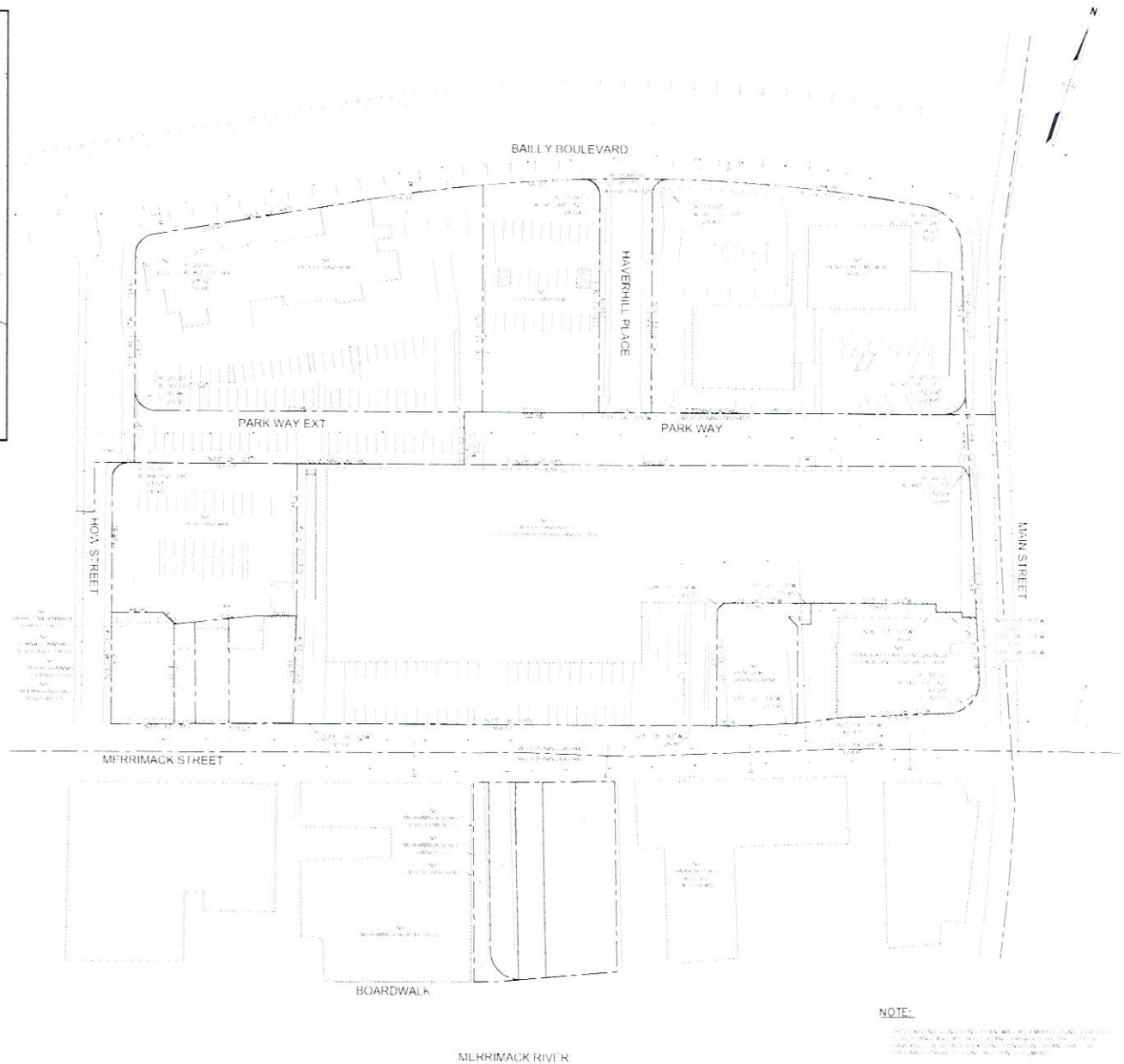
Permitting

Construction Details - 3

C-009



LOCUS PLAN



NOTE:

TEC
The Engineering Corp

Downtown Haverhill
Redevelopment Project

51 Merrimack Street
Haverhill, Massachusetts

Map Lots: 103-1-1, 103-1-6, 103-1-7, 103-1-1A, 103-2-2, 103-1-3, 103-1-4, 103-1-5, 103-1-8A & 103-1-1B

Lupoli Companies
290 Merrimack Street
Lawrence, MA 01843

TEC
The Engineering Corp
TEC, Inc.

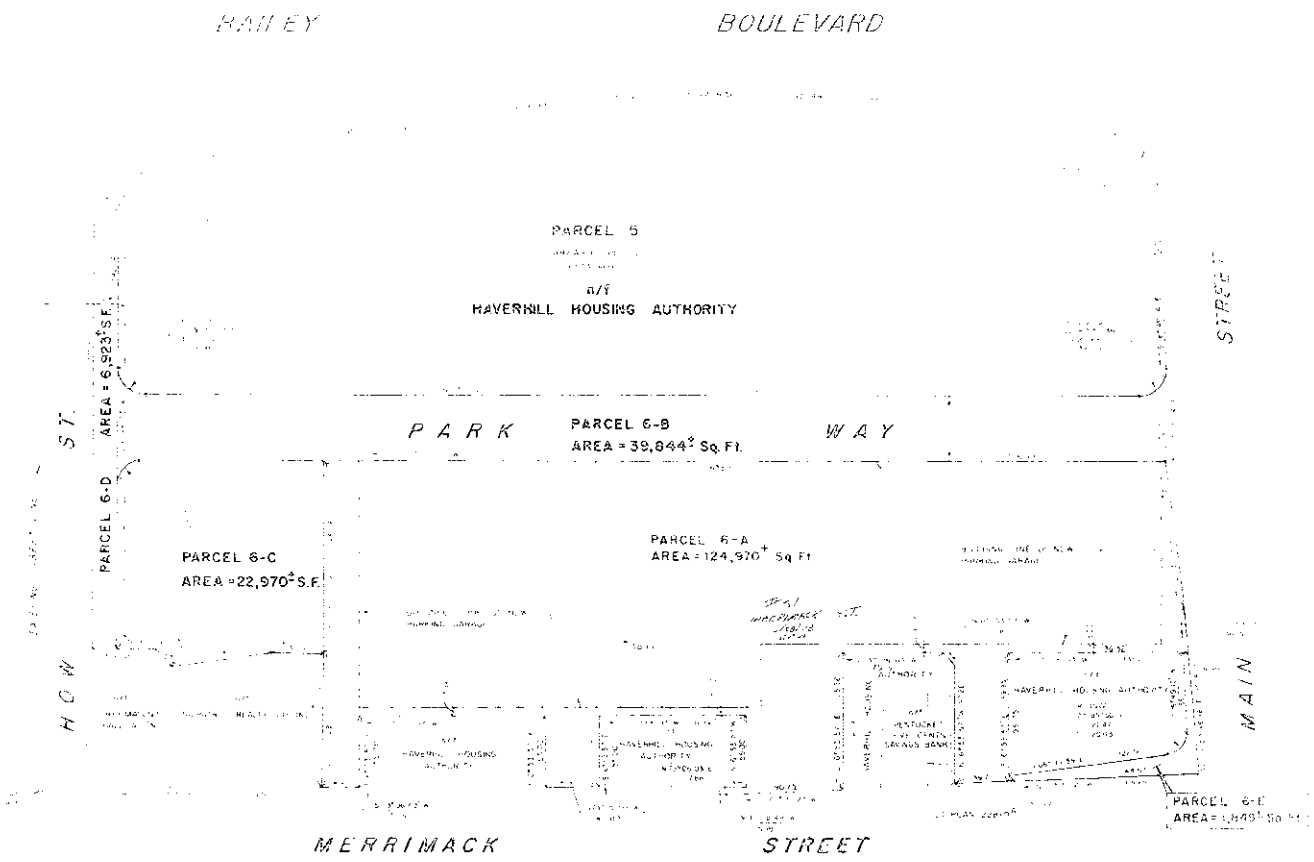
CUBE3

CWDG

Permitting

Existing
Conditions Plan

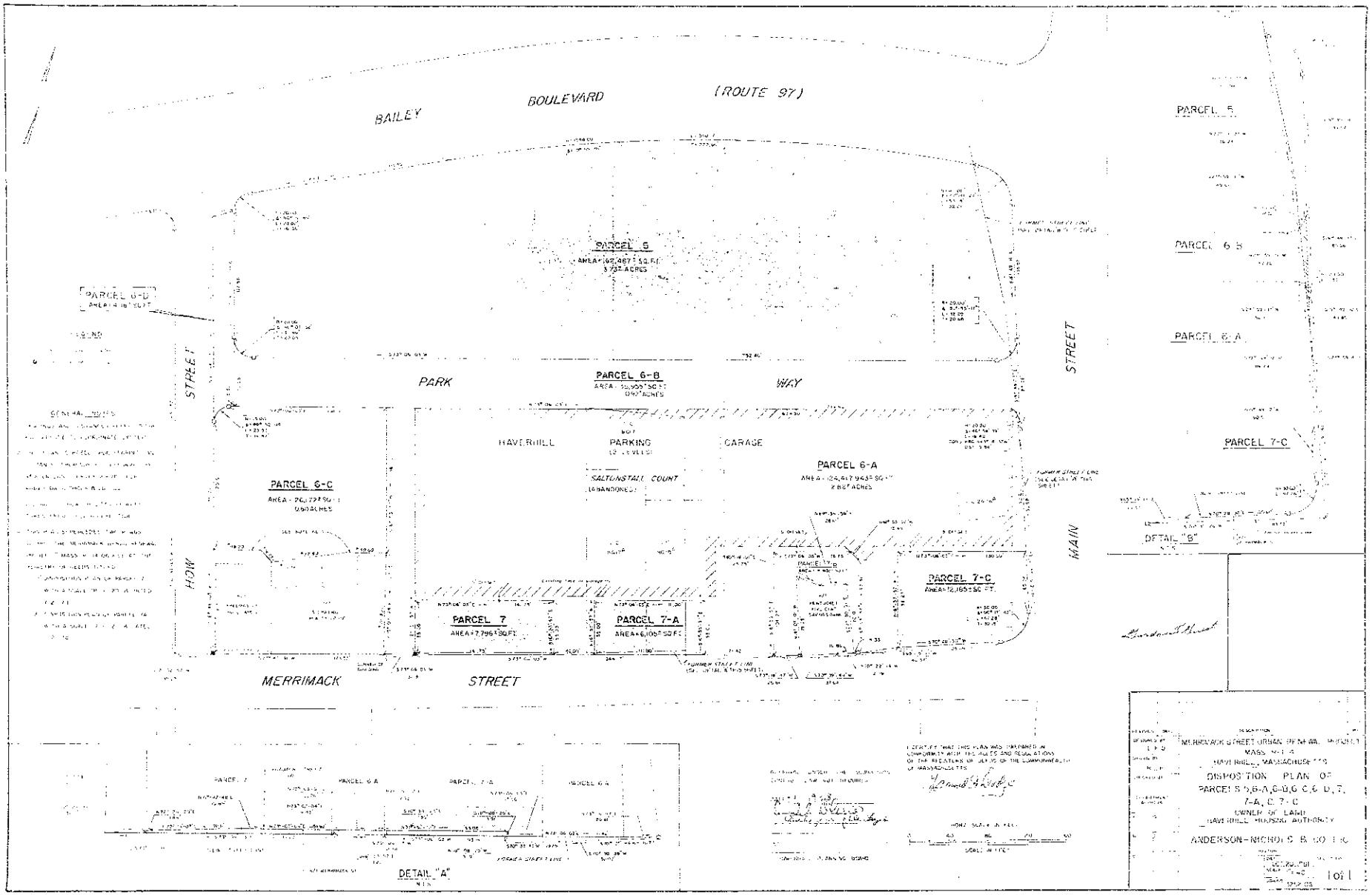
C-1



SCALE IN FEET

MERRIMACK RIVER URBAN RENEWAL PROJECT
MASS. R-14
HAVERHILL, MASSACHUSETTS
DISPOSITION PLAN OF
PARCELS 6-A, 6-B, 6-C, 6-D, & 6-E
OWNED BY THE
HAVERHILL HOUSING AUTHORITY
ANDERSON NICHOLS & CO., INC.
[of]

2B 806



Sec 28 Plan 907

4691

Sec 28 Plan 907 A

-ROUTE 97-

(PUBLIC-VARIABLE WIDTH)

BAILEY BOULEVARD

BAILEY BOULEVARD

NEW STREET

HOW STREET (PUBLIC-40' WIDE)

HAVERHILL PLACE

(PROPOSED STREET-NO CONSTRUCTION)

STREET (PUBLIC-VARIABLE WIDTH)

MAIN

5B
AREA=88,275 S.F.±
OWNER-CITY OF HAVERHILL
VACANT

5C
AREA-11,294 S.F.±
OWNER-CITY OF HAVERHILL

5A
AREA=62,911 S.F.±
OWNER-CITY OF HAVERHILL
VACANT

PARK WAY

PROPOSED STREET

AREA=39,955 S.F.±
OWNER-CITY OF HAVERHILL

AREA=181,578 S.F.±
OWNER-CITY OF HAVERHILL

MERRIMACK (PUBLIC-VARIABLE WIDTH) STREET

N 63°-29'-44" E 203.45

R=1548.00' L=210.64 Δ=07°-47'-47"

R=15.00' L=24.04' Δ=91°-48'-32"

R=1548.00' L=80.76 Δ=02°-59'-26"

L=540.19'

R=15.00' L=23.87 Δ=91°-10'-53"

L=248.75' Δ=09°-12'-46"

R=20.00' L=28.02 Δ=80°-15'-49"

R=20.00' L=31.46 Δ=90°-07'-52"

R=20.00' L=32.09 Δ=91°-55'-17"

R=400.00' L=54.23' Δ=77°-40'-24"

N 63°-45'-06" W 188.56

208.16' S 16°-33'-53" E

N 16°-55'-37" W 208.60'

135.97' S 18°-49'-14" E

422.46

752.46'

50.00'

S 73°-06'-03" W

280.00

AS REQUIRED UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED. ALL TOWN TAXES PAID.

HEREBY NOTES:
1) ZONING IS CC
2) BEARINGS ARE REFERENCED TO THE MASSACHUSETTS COORDINATE SYSTEM
3) THIS PLAN REFERS TO DOCUMENT X-4 OF 1986, AS APPROVED BY THE CITY COUNCIL AND HAVERHILL'S BUREAU
4) EXCEPTION, IF ANY, TO OCCUPYING 410,277 SQ. FT. OF LAND AREA
5) SEE PLAN BY ARCENSON-THOMAS CO. BOSTON REALM OF THE CITY ENGINEERING FOR THIS AREA
6) THIS PLAN CONTAINS A SUBPLAN 3 FOR SOUTH CRYSEN DEVELOPMENT LTD.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PARCELS HEREIN DESCRIBED, THAT THIS SURVEY WAS MADE ON THE GROUND AS PER THE RECORD DESCRIPTION, AND THAT IT IS CORRECT AS TO THE FIELDINGS OF A SURVEY FOR LEASE HOLDERS. FURTHER, THAT IT SHOWS THE TRUE LOCATION OF IMPROVEMENTS, AND THAT THERE ARE NO VISIBLE ENCROACHMENTS UPON OR ACROSS THESE LINES.

24 JUNE 96

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS AND THE CITY OF HAVERHILL SUBDIVISION CONTROL LAW

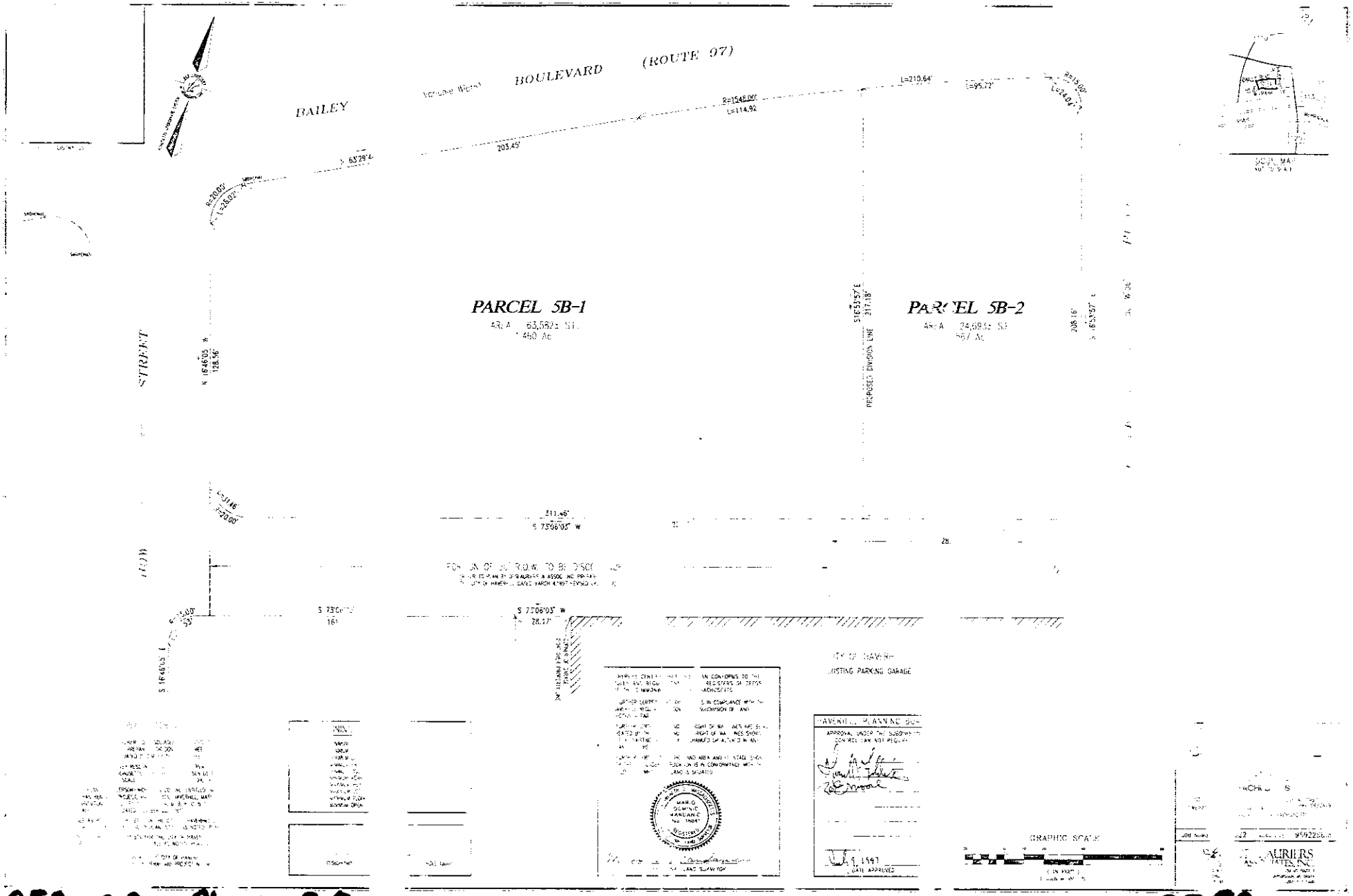
DATE

PREPARED BY

SURVEY RESOURCES INC. SIX CABOT PLACE STOUGHTON, MA 02072	PLAN OF LAND IN HAVERHILL, MASSACHUSETTS
PLAN REFERENCE: SEE PLAN PREPARED BY MERRIMACK ENGINEERING SERVICES ENTITLED "PLAN OF LAND IN HAVERHILL, MASS PREPARED FOR CRYSEN DEVELOPMENT LTD COLUMBIA, MARYLAND SCALE 1"=30' OCTOBER 1995" RECORDED IN PLAN BK 211 PLAN 16	PREPARED FOR CRYSEN DEVELOPMENT LTD.
	SUBDIVISION PLAN
30 0 30 60 SCALE Feet	SCALE: 1"=30' DATE 24 JUNE 96

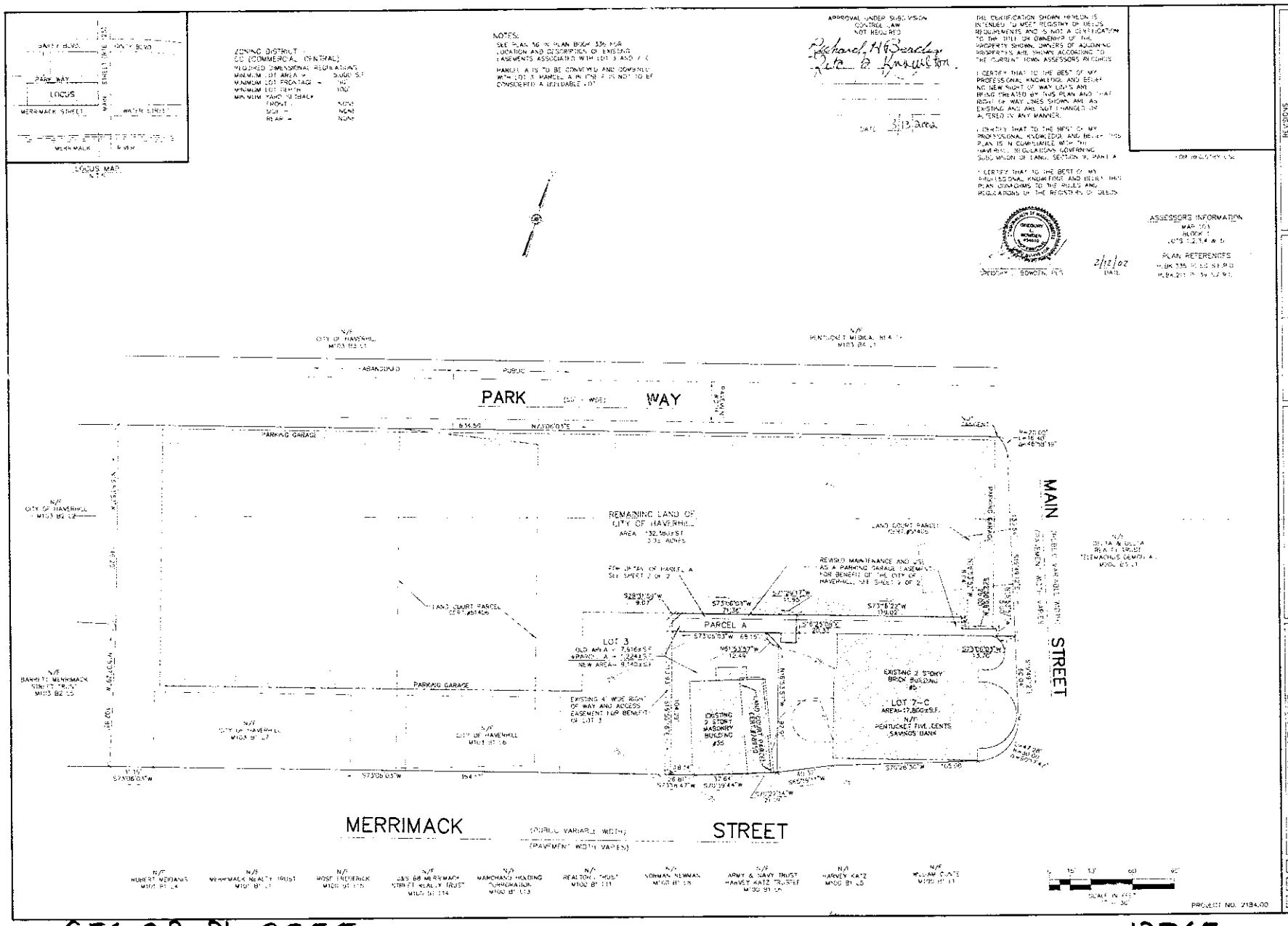
Sec 2B Pl. 1119

10373



SEC. 2B PL. 2038

12799



SEC. 2B PL. 2555

13765

APPROVAL UNDER SUBDIVISION CONTROL LAW NOT REQUIRED

DATE 3/13/2002

THIS CERTIFICATION SHOWN HEREON IS INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO THE CURRENT TOWN ASSESSORS RECORDS.

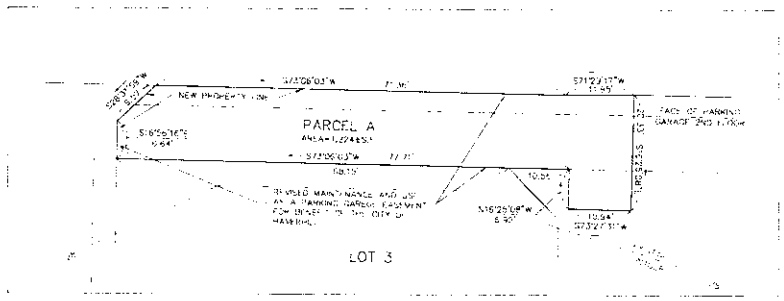
CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF NO NEW RIGHT OF WAY LINES ARE BEING CREATED BY THIS PLAN AND THAT RIGHT OF WAY LINES SHOWN ARE AS EXISTING AND ARE NOT CHANGED OR ALTERED IN ANY MANNER.

CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THIS PLAN IS IN COMPLIANCE WITH THE HAVERHILL REGULATIONS GOVERNING SUBDIVISION OF LAND, SECTION 3, PART A.

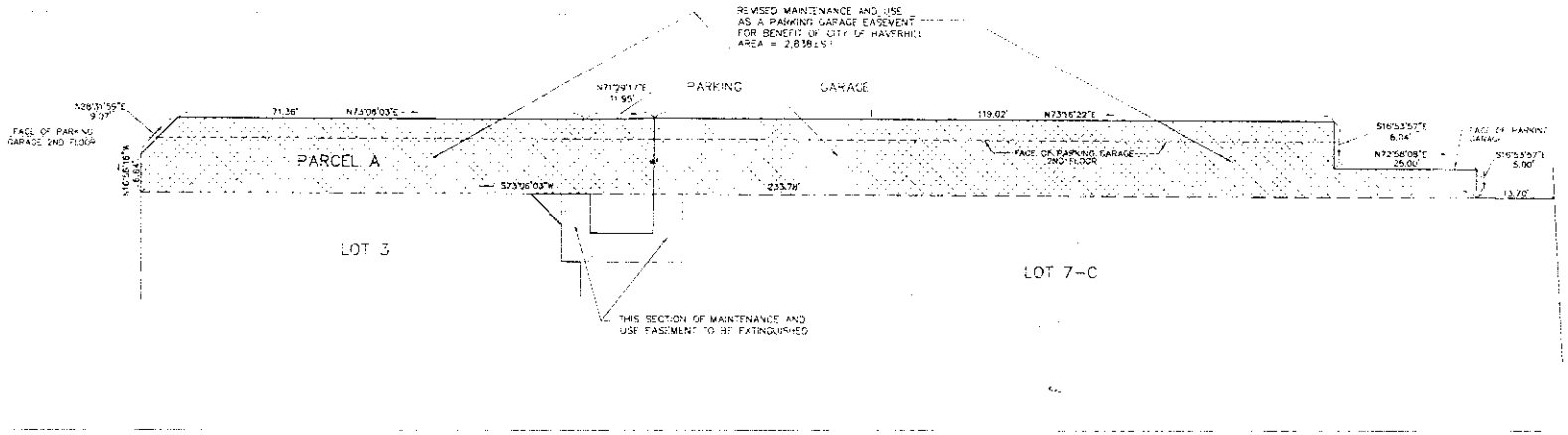
CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

GREGORY L. ROWDEN, PLS — DATE 4/12/02

FOR REGISTRY USE



PARCEL A DETAIL
SCALE 1" = 10'



MAINTENANCE AND USE EASEMENT DETAIL
SCALE 1" = 10'

SCALE IN FEET

PROJECT NO. 2164.00

REVISIONS
DESCRIPTION
DATE

SURVEY | DRAFT MAN | CHECK RLB

Northpoint Survey Services
Surveyors and Engineers
140 Main Street
Haverhill, MA 01830
(978) 374-2025

PLAN OF LAND
IN
HAVERHILL, MA.
SHOWING
35 MERRIMACK STREET &
LAND OF CITY OF HAVERHILL
PROPERTIES LOCATED AT:
HENDRICKS FIRE DEPT'S SPRINGS BARN
& MERRIMACK STREET, HAVERHILL, MA

DATE: 02-12-02
SCALE 1" = 10'
SHEET 2 OF 2

SEC. 2B PL. 2555

13765

146 Dascomb Road
Andover, MA 01810
978.794.1792
TheEngineeringCorp.com
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Timothy J. Jordan, President
Haverhill City Council
4 Summer Street, Room 204
Haverhill, Massachusetts 01830

February 8, 2022

Re: Downtown Haverhill Redevelopment Project
Description of Project

Dear President Jordan:

On behalf of the Lupoli Companies, the Applicant ("Applicant"), we respectfully submit this Description of Project in conjunction with the request for Site Plan Review (Major) and Special Permit Plan Approval for the Downtown Haverhill Redevelopment Project proposed on the following Map/Lots: 103-1-1, 103-1-6, 103-1-7, 103-3-1A, 103-2-2, 100-1-1, 103-1-3, 103-1-5, 103-1-3A and 103-3-1B.

The project proposes to demolish the existing Herbert H. Goecke Garage and the existing Pentucket Bank building and clear the site of all existing features to redevelop the parcels into a vibrant mixed-use project that will enhance and complement the Downtown.

Specifically, the proposal is to construct seven (7) new structures in accordance with the following development program:

Building 1
- 3-story multifamily residential building
- 25 residential units
- Total 36,100 SF

Building 2
- 7-story mixed-use building
- 16,200 SF retail / commercial
- 108 residential units
- Total 128,660 SF

Building 3
- 6-story mixed-use building
- 14,130 SF retail / commercial
- 90 residential units
- Total 110,760 SF

Building 4
- 6-story multifamily residential building
- 75 residential units
- 40 podium parking spaces
- Total 97,890 SF

Building 5

- 7-story parking structure
- Total 840 parking spaces

Building 6

- 6-story mixed-use building
- 21,700 SF retail / commercial
- 80 residential units
- Total 105,100 SF

Building 7

- 8-story mixed-use building
- 9,100 SF retail / commercial
- 42 residential units
- 30 podium parking spaces
- Total 72,800 SF

Total Development Program

- 61,130 SF retail / commercial
- 420 residential units
- 910 structured parking spaces

Public Realm

- Pedestrian accessway from Bailey Boulevard to Park Way
- Multi-functional, programmable public space from Parky Way to Merrimack Street (approximately 90' wide x 255' long), capable of accommodating a variety of events and activities within the "Park Way Plaza" and the "Merrimack Street Crossing Plaza"
- Strong pedestrian crossing at Merrimack Street to facilitate access to the waterfront
- Pedestrian "plinth" that maintains the grade of Merrimack Street to provide direct access to the boardwalk

Considerate of Abutters

- Designed to accommodate the "back of house" operations for 99 – 117 Merrimack Street
- Proposes to reconstruct the access point to the Pentucket Medical building parking area at 1 Park Way
- Thoughtfully phased parking approach to maintain sufficient parking supply to meet the existing demand while garage is constructed
- The garage is planned to be the first new building constructed to address the parking challenges up-front while the rest of the project is constructed

Merrimack Street Improvements

- Improved Merrimack Street geometry and alignment at the intersection with Main Street to make traffic flow more efficiently
- Bus stop / ride share apron provided to improve connectivity to mass transit with minimal impact to traffic flow

Food Hall

- Project includes an innovative Food Hall concept to create economic opportunities for culinary arts and the hospitality industry
- The Food Hall is a maker-space for culinary arts, food service and hospitality that will have great synergy with the Northern Essex Community College (NECC) Culinary & Hospitality program and the surrounding restaurant community that will build on Haverhill's strong restaurant district

We look forward to presenting the project at the Council's next available hearing. Thank you for your consideration!

Sincerely,
TEC, Inc.
*"**T**he **E**ngineering **C**orporation"*

Rick Friberg, PE, LEED AP
Principal

TEC
The Engineering Corp

146 Dascomb Road
Andover, MA 01810
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TheEngineeringCorp.com
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Timothy J. Jordan, President
Haverhill City Council
4 Summer Street, Room 204
Haverhill, Massachusetts 01830

February 8, 2022

Re: Downtown Haverhill Redevelopment Project
Description of Project

Dear President Jordan:

On behalf of the Lupoli Companies, the Applicant ("Applicant"), we respectfully submit this Zoning Opinion in conjunction with the request for Site Plan Review (Major) and Special Permit Plan Approval for the Downtown Haverhill Redevelopment Project proposed on the following Map/Lots: 103-1-1, 103-1-6, 103-1-7, 103-3-1A, 103-2-2, 100-1-1, 103-1-3, 103-1-5, 103-1-3A and 103-3-1B.

The project proposes to demolish the existing Herbert H. Goecke Garage and the existing Pentucket Bank building and clear the site of all existing features to redevelop the parcels into a vibrant mixed-use project that will enhance and complement the Downtown.

Specifically, the proposal is to construct seven (7) new structures in accordance with the following development program:

Building 1
- 3-story multifamily residential building
- 25 residential units
- Total 36,100 SF

Building 2
- 7-story mixed-use building
- 16,200 SF retail / commercial
- 108 residential units
- Total 128,660 SF

Building 3
- 6-story mixed-use building
- 14,130 SF retail / commercial
- 90 residential units
- Total 110,760 SF

Building 4
- 6-story multifamily residential building
- 75 residential units
- 40 podium parking spaces
- Total 97,890 SF

Building 5
- 7-story parking structure
- Total 840 parking spaces

Building 6
- 6-story mixed-use building
- 21,700 SF retail / commercial
- 80 residential units
- Total 105,100 SF

Building 7
- 8-story mixed-use building
- 9,100 SF retail / commercial
- 42 residential units
- 30 podium parking spaces
- Total 72,800 SF

Total Development Program
- 61,130 SF retail / commercial
- 420 residential units
- 910 structured parking spaces

The pertinent zoning requirements for each of the structures is as follows:

		Required	Provided
Commercial Central			
	Building 1 - Multifamily		
	Use	Special Permit - City Council	
	Height	6-story / 74 feet (max)	3-story / 40'
	Front Setback	10' (min)	10'
	Side / Rear Setback	20' (min)	20'
	Density	2,000 SF Lot Area for 1st Unit, then 1 Unit / 1,000 SF = 25 Units (max)	25 units
	Lot Coverage (Building)	60% (max)	46%
	Floor Area Ratio	2.0 (max)	2.0
Waterfront District – Subzone C			
	Building 2 – Mixed-Use		
	Use	Site Plan Review (Major)	
	Height	74' (max)	74'
	Building 3 – Mixed-Use		
	Use	Site Plan Review (Major)	
	Height	74' (max)	74'
	Building 4 – Multifamily		
	Use	Special Permit - City Council	
	Height	74' (max)	74'
	Building 5 – Parking Structure		

	Use	Accessory	
	Height	74' (max)	74'
	Building 6 – Mixed-Use		
	Use	Site Plan Review (Major)	
	Height	74' (max)	74'
Waterfront District – Subzone C			
	Building 7 – Mixed-Use		
	Use	Permitted	
	Height	125' / 10-story (max)	105' / 8-story

We believe that the project satisfies the purpose of the Waterfront District, listed in Section 9.3.1.3 or the Zoning Ordinance, a through q. As evidenced by its consistency with the City's Master Plan and the Merrimack Street Review Committee's recommendation of the project as its preferred development alternative.

We look forward to presenting the project at the Council's next available hearing. Thank you for your consideration!

Sincerely,
TEC, Inc.
*"**T**he **E**ngineering **C**orporation"*

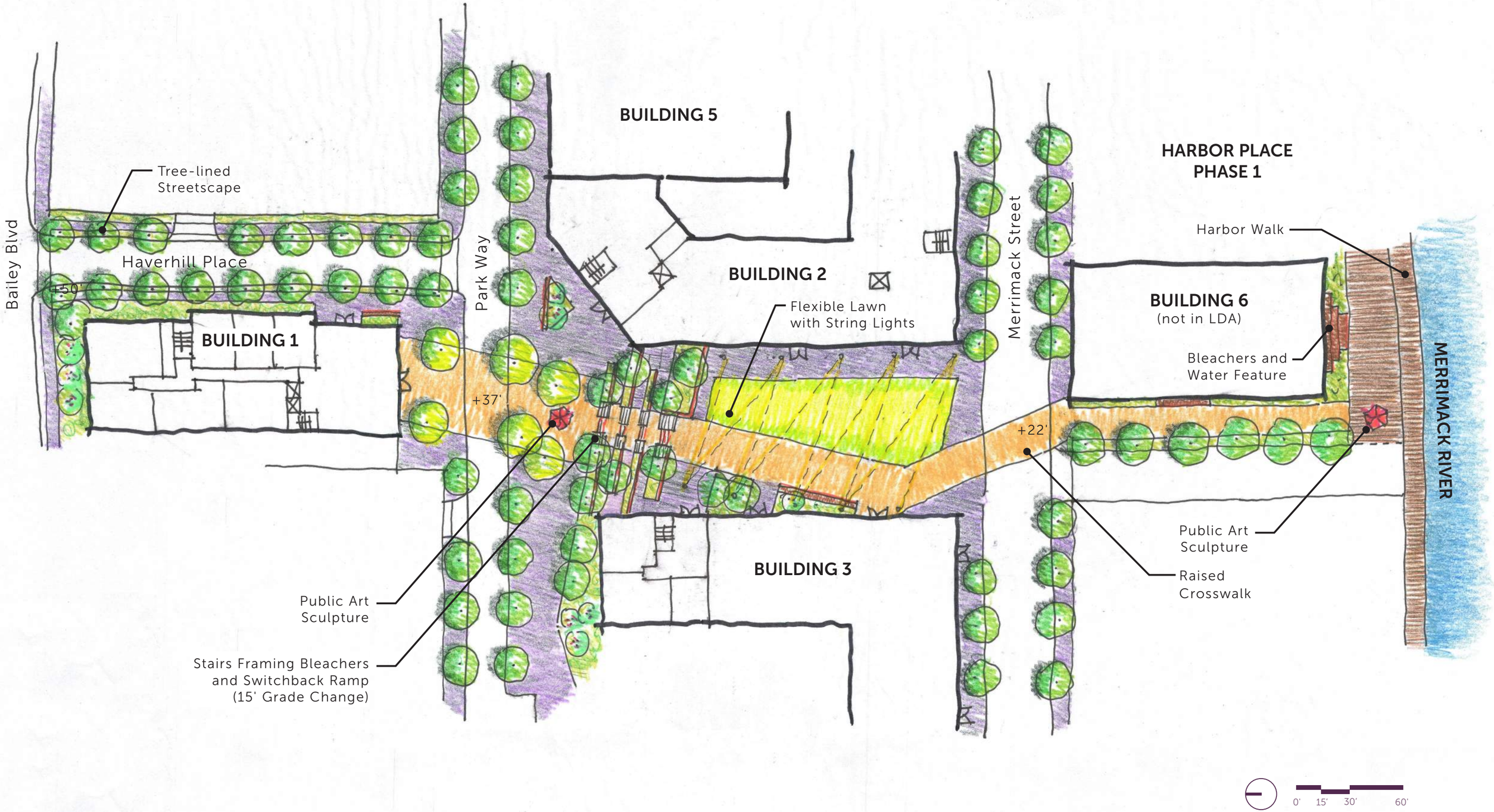
Rick Friberg, PE, LEED AP
Principal


TANGRAM 3DS

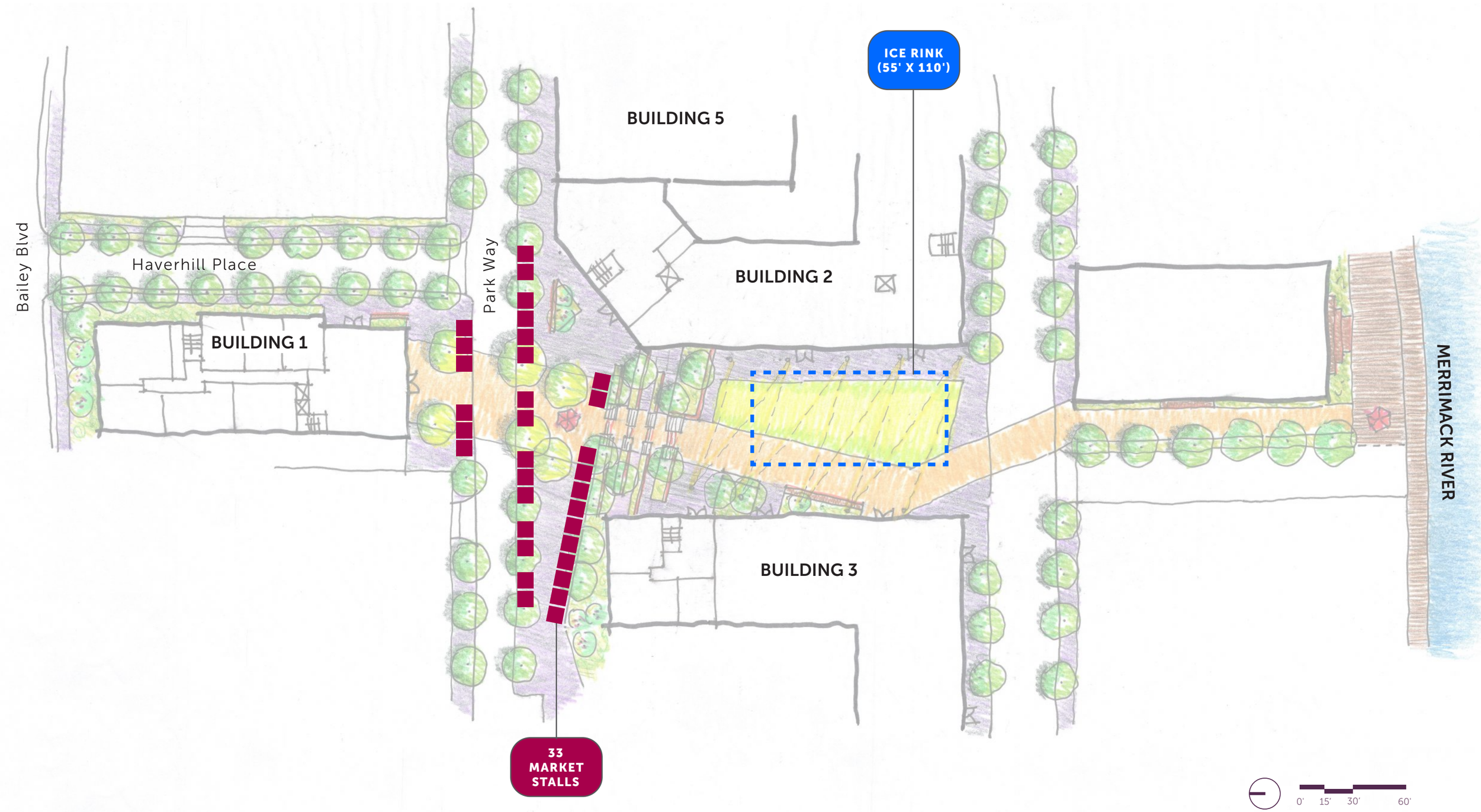

TANGRAM 3DS


TANGRAM 3DS

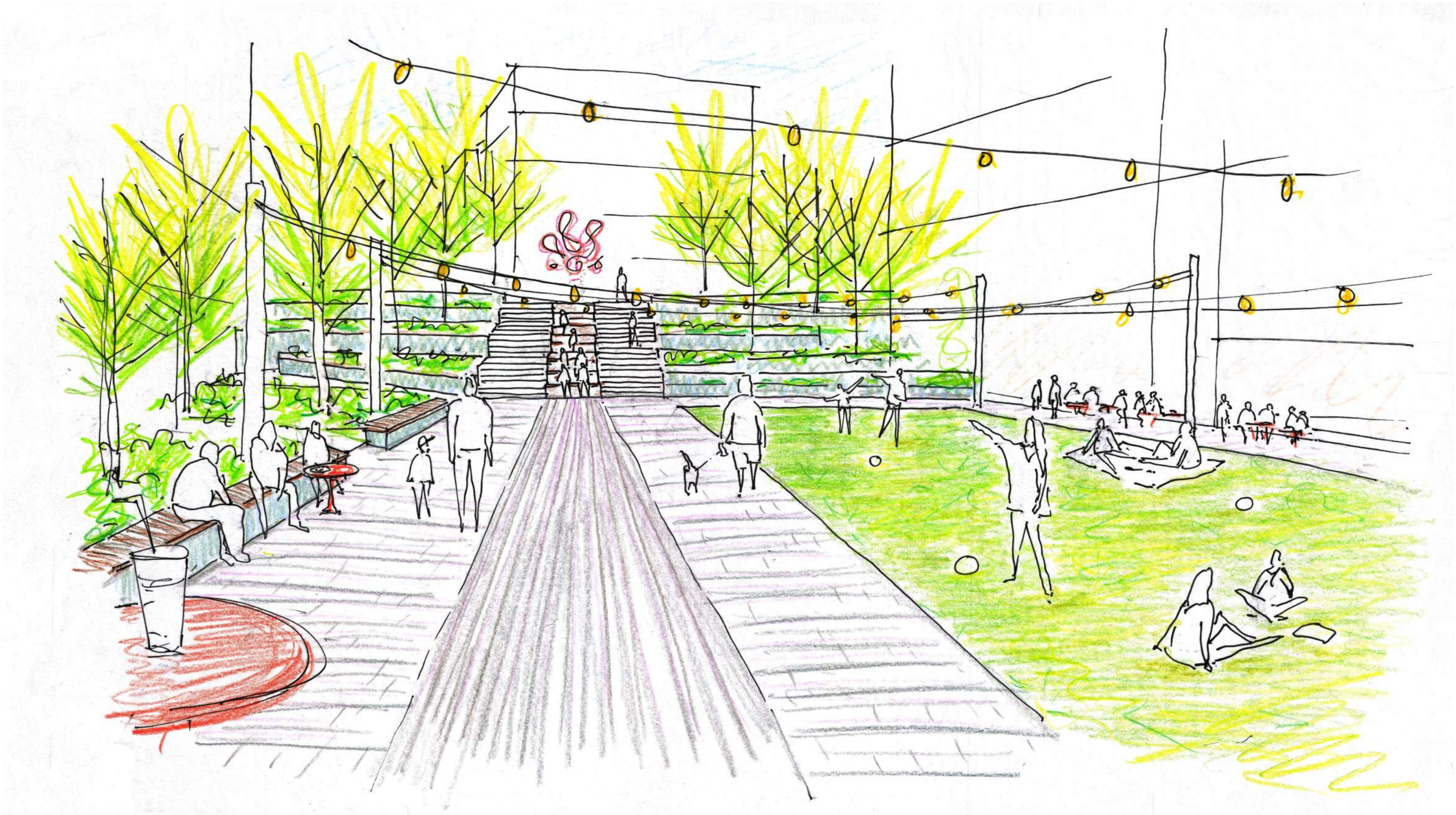
LANDSCAPE SITE PLAN



OPEN SPACE ACTIVATION



OPEN SPACE ACTIVATION IN SUMMER

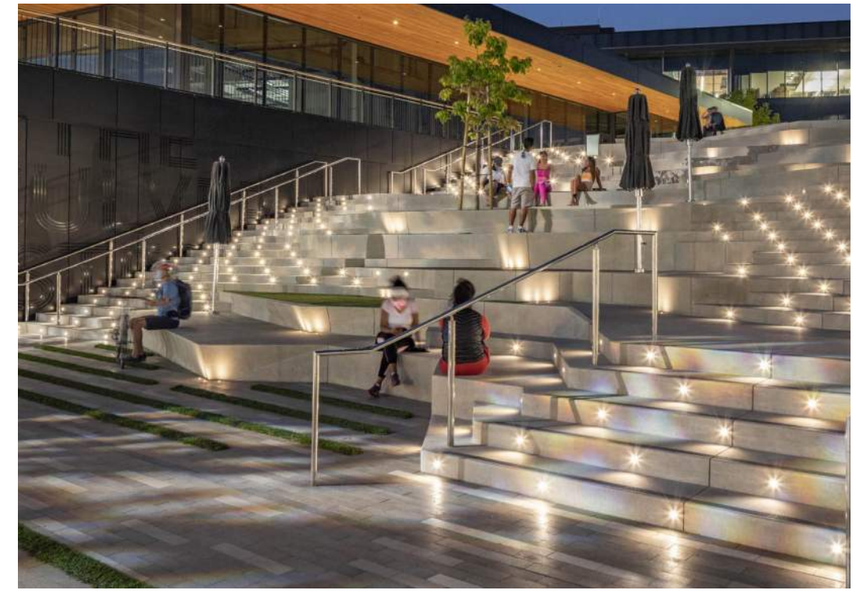


OPEN SPACE ACTIVATION IN WINTER

OPEN SPACE ACTIVATION

Wayfinding Beacon / Art at Harbor Walk

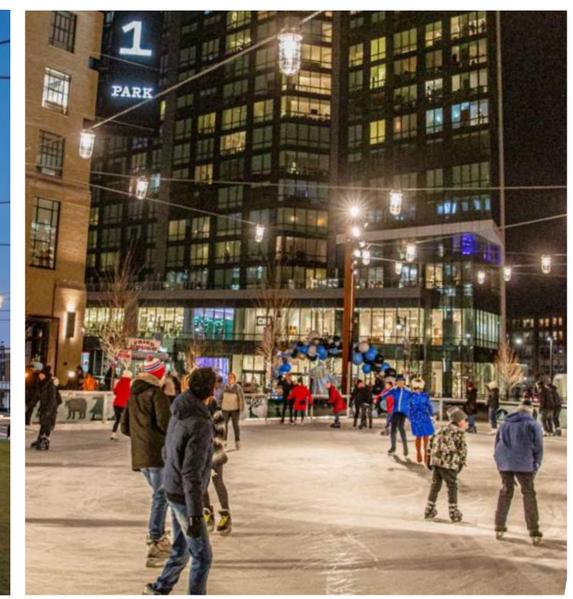
Interactive Water Feature



Grand Stairs Framing Bleachers

Bleacher Seating

Multipurpose Lawn and Ice Rink with Catenary Lights



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Honorable James J. Fiorentini
Mayor of Haverhill
4 Summer Street
Haverhill, Massachusetts 01830

February 8, 2022

Ref. T1203

Re: Downtown Haverhill Redevelopment Project
Parking Study

Dear Mr. Mayor:

On behalf of the Lupoli Companies, the Applicant ("Applicant"), and at the request of the City Council and City Staff, TEC, Inc. has prepared a Parking Study as a supporting document for the Downtown Haverhill Redevelopment Project.

Executive Summary

In its proposal to the City, the Lupoli Companies is committed to constructing a new parking structure as an important element of the project and as the first phase of the project. During the presentation of the project to City Council on November 30, 2021 parking was identified as a critical issue to be resolved.

To arrive at the appropriate number of parking spaces in the proposed parking structure three components were evaluated;

1. Existing Parking Demand
2. Project Parking Needs, and
3. Reserve Capacity for the Future Redevelopment of other Surrounding Parcels *(this was not contemplated during the initial proposal but has been identified by City Staff as an important component to include when determining the number of parking spaces needed).*

In this study, the three components are assessed to determine the amount of parking needed for each and the time of day that parking is needed. The parking structure will serve a wide mix of users that have differing parking requirements at different times of the day. This analysis utilizes shared parking principals to evaluate the uses and timing of parking needs to "right-size" the parking structure, while preserving ground space for other important project elements including a robust public realm that is capable of hosting a variety of events and activities to add vibrancy to the downtown.

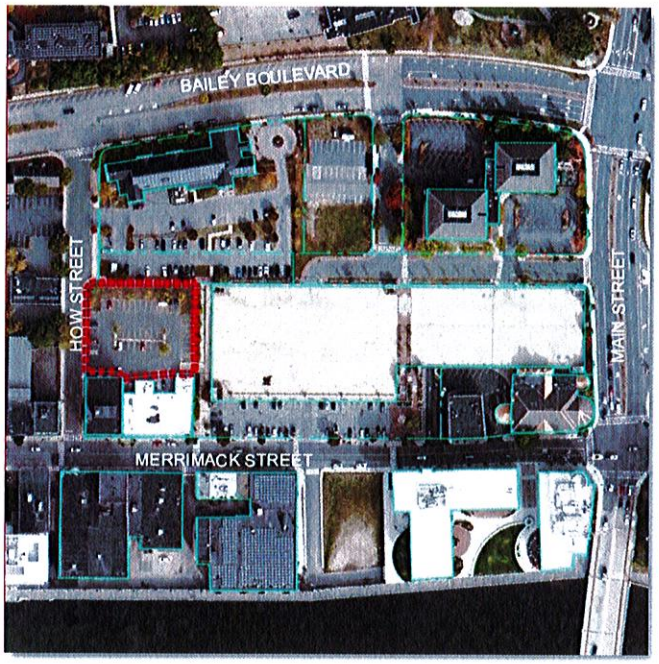
Based on our analysis, we have determined that the main parking structure containing 840 spaces will satisfy the current and future parking needs of the surrounding area. The methodology, calculations and supporting documentation is provided herein.

Existing Parking Demand

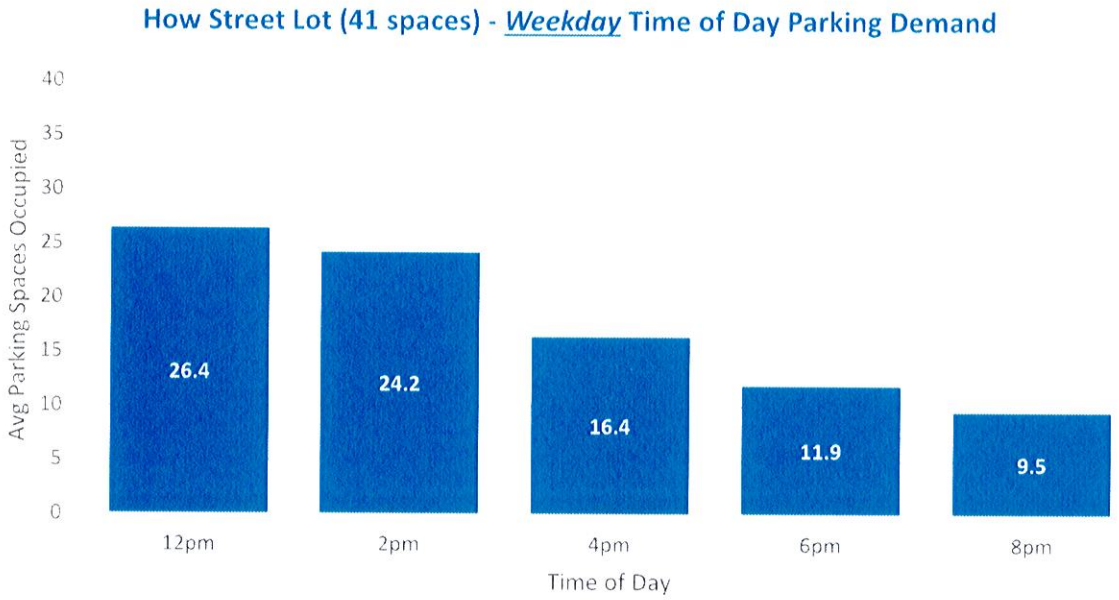
Existing parking counts were conducted for the parking areas within the project limits. All parking counts were provided by City Staff and were conducted by the City or its vendors. The following list identifies the parking areas that were counted and the date / time the counts were conducted.

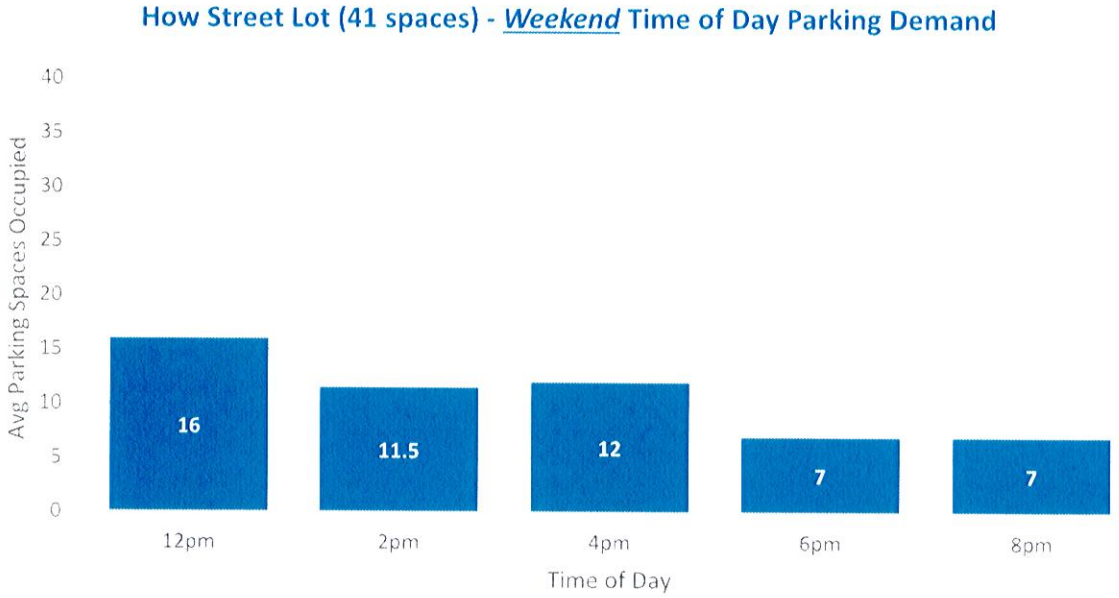
How Street Lot (41 available spaces)
Parking counts for the How Street Lot were conducted on the following dates / times:

- 8/14/2013 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/26/2014 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 9/28/2017 (Thursday) @ 12pm, 2pm & 4pm
- 11/1/2017 (Wednesday) @ 12pm, 2pm & 4pm
- 7/28/2018 (Friday) @ 12pm, 2pm, 4pm & 6pm
- 7/9/2020 (Thursday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/15/2020 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/18/2020 (Saturday @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/21/2020 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/28/2020 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/1/2020 (Saturday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/5/2020 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/13/2020 (Thursday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/20/2020 (Thursday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/26/2020 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 9/2/2020 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm



Upon review of the data for the How Street Lot, we observed that the parking counts were consistently higher, at all times of day, during the 2020 counts than in the 2013 – 2018 counts. As such, to provide a conservative analysis, data from the 2013 – 2018 counts was discarded and only the higher parking counts from 2020 were used in our analysis of the How Street Lot. The average time of day parking analysis for weekday and weekend are as follows:


How Street Lot (41 spaces) - Weekday Time of Day Parking Demand
Avg Parking Spaces Occupied
40
35
30
25
20
15
10
5
0
26.4
24.2
16.4
11.9
9.5
12pm
2pm
4pm
6pm
8pm
Time of Day


How Street Lot (41 spaces) - Weekend Time of Day Parking Demand
Avg Parking Spaces Occupied
40
35
30
25
20
15
10
5
0
16
11.5
12
7
7
12pm
2pm
4pm
6pm
8pm
Time of Day

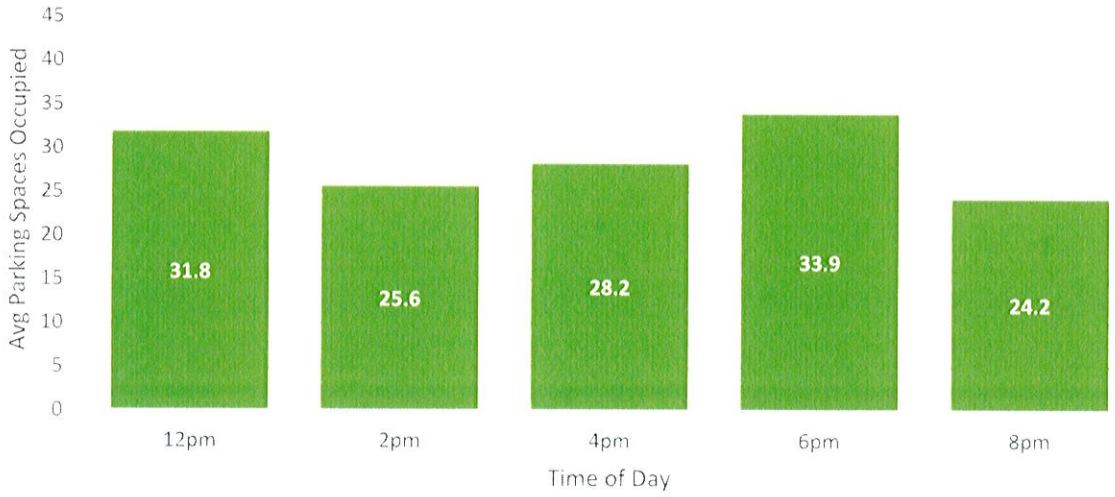
Merrimack Street Lot (48 available spaces)

Parking counts for the Merrimack Street Lot were conducted on the following dates / times:

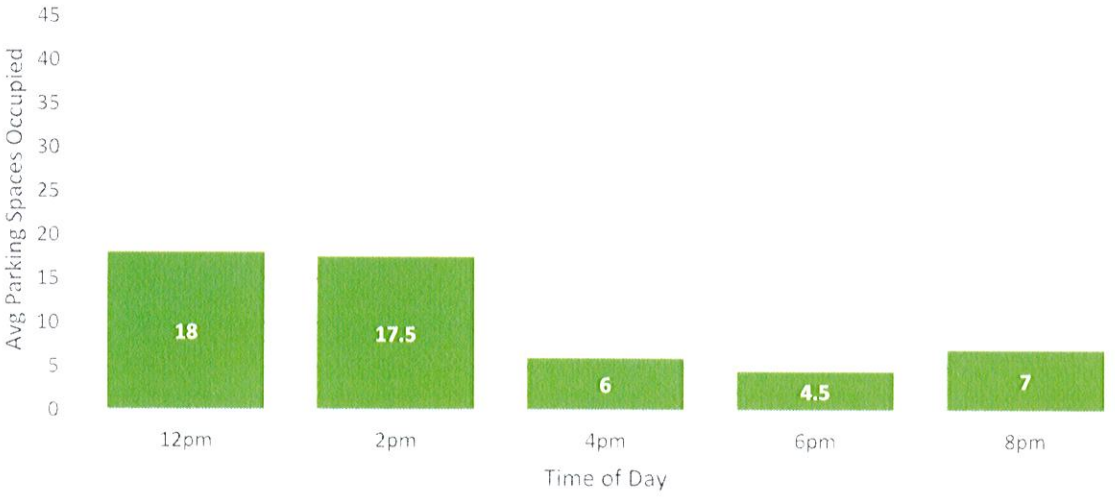
- 8/14/2013 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 9/28/2017 (Thursday) @ 12pm, 2pm & 4pm
- 11/1/2017 (Wednesday) @ 12pm, 2pm & 4pm
- 9/14/2018 (Friday) @12pm, 2pm, 4pm & 6pm
- 7/9/2020 (Thursday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/15/2020 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/18/2020 (Saturday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/21/2020 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/28/2020 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/1/2020 (Saturday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/5/2020 (Wednesday) @ 12pm, 2pm, 4pm & 6pm
- 8/13/2020 (Thursday) @ 12pm, 2pm, 4pm & 6pm
- 8/20/2020 (Thursday) @ 12pm, 2pm, 4pm & 6pm
- 8/26/2020 (Wednesday) @ 12pm, 2pm, 4pm & 6pm
- 9/2/2020 (Wednesday) @ 12pm, 2pm, 4pm & 6pm

Within the Merrimack Street Lot, parking counts from 2013 – 2018 were similar to parking counts from 2020 and in some cases slightly higher. As such, to be conservative we have included the parking counts from 2013 – 2018 into our analysis of the Merrimack Street Lot. The average time of day parking analysis for weekday and weekend are as follows:

Merrimack Street Lot (48 spaces) - *Weekday* Time of Day Parking Demand



Merrimack Street Lot (48 spaces) - *Weekend* Time of Day Parking Demand



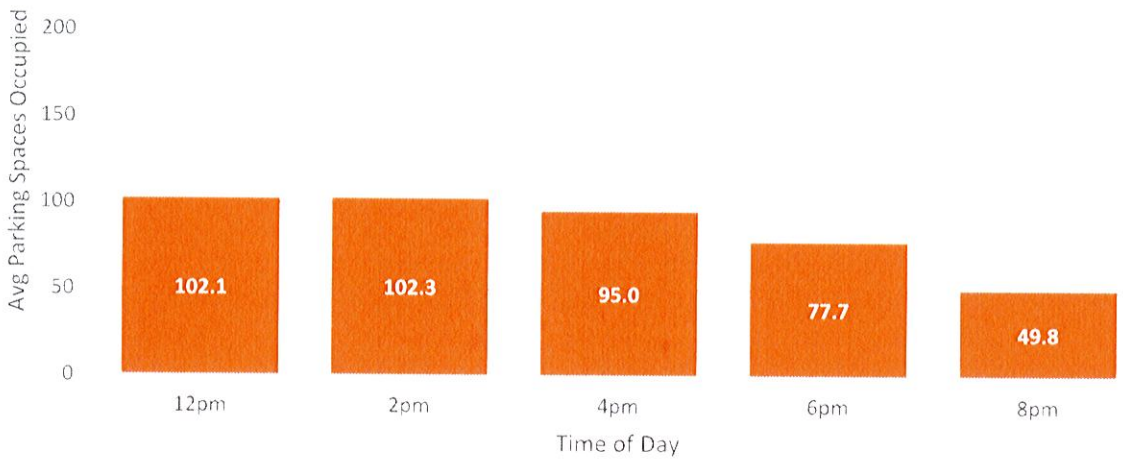
Goecke Lower Deck (246 available spaces)

Parking counts for the Goecke Lower Deck were conducted on the following dates / times:

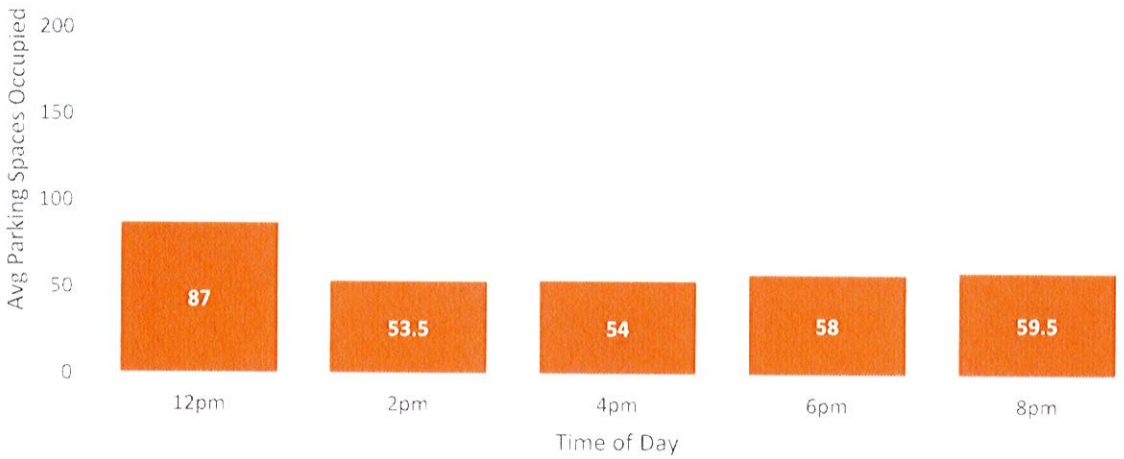
- 8/14/2013 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/26/2014 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 9/28/2017 (Thursday) @ 12pm, 2pm & 4pm
- 11/1/2017 (Wednesday) @ 12pm, 2pm & 4pm
- 7/27/2018 (Friday) @ 12pm, 2pm, 4pm & 6pm
- 7/9/2020 (Thursday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/15/2020 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/18/2020 (Saturday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/21/2020 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/28/2020 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/1/2020 (Saturday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/5/2020 (Wednesday) @ 12pm, 4pm & 6pm
- 8/13/2020 (Thursday) @ 12pm, 2pm, 4pm & 6pm
- 8/20/2020 (Thursday) @ 12pm, 2pm, 4pm & 6pm
- 8/26/2020 (Wednesday) @ 12pm, 2pm, 4pm & 6pm
- 9/2/2020 (Wednesday) @ 12pm, 2pm, 4pm & 6pm

Within the Goecke Lower Deck, parking counts from 2013 – 2018 were similar to parking counts from 2020 and in some cases higher. As such, to be conservative we have included the parking counts from 2013 – 2018 into our analysis of the Goecke Lower Deck. The average time of day parking analysis for weekday and weekend are as follows:

Goecke Lower Deck (246 spaces) - *Weekday* Time of Day Parking Demand



Goecke Lower Deck (246 spaces) - *Weekend* Time of Day Parking Demand



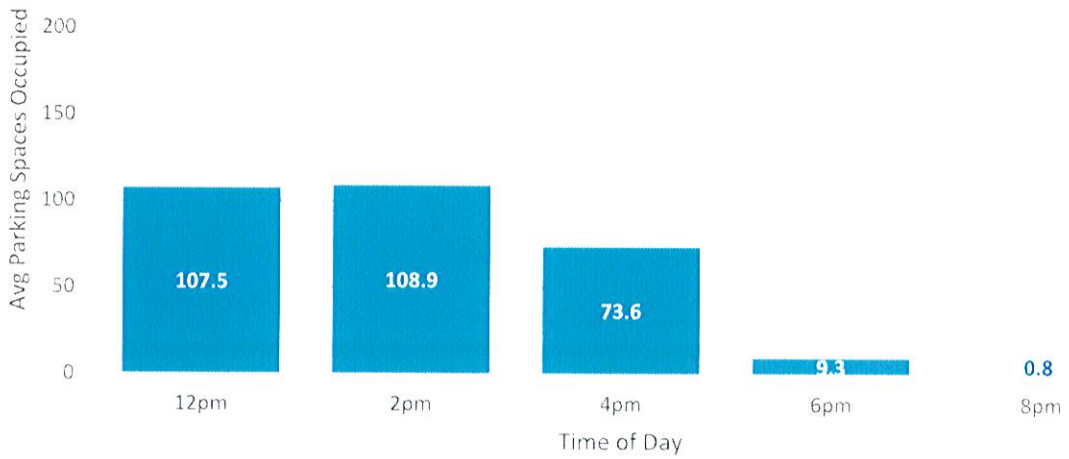
Goecke Upper Deck (230 available spaces)

Parking counts for the Goecke Upper Deck were conducted on the following dates / times:

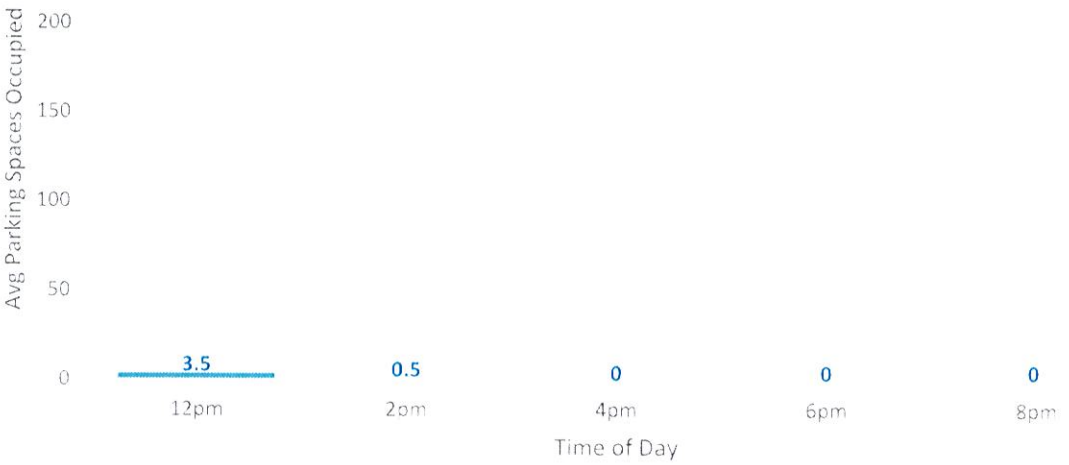
- 8/14/2013 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/26/2014 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/27/2018 (Friday) @ 12pm, 2pm, 4pm & 6pm
- 7/9/2020 (Thursday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/15/2020 (Wednesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/18/2020 (Saturday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/21/2020 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 7/28/2020 (Tuesday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/1/2020 (Saturday) @ 12pm, 2pm, 4pm, 6pm & 8pm
- 8/5/2020 (Wednesday) @ 12pm, 4pm & 6pm
- 8/13/2020 (Thursday) @ 12pm, 2pm, 4pm & 6pm
- 8/20/2020 (Thursday) @ 12pm, 2pm, 4pm & 6pm
- 8/26/2020 (Wednesday) @ 12pm, 2pm, 4pm & 6pm
- 9/2/2020 (Wednesday) @ 12pm, 2pm, 4pm & 6pm

Within the Goecke Upper Deck, parking counts from 2013 – 2018 were similar to parking counts from 2020 and in some cases higher. As such, to be conservative we have included the parking counts from 2013 – 2018 into our analysis of the Goecke Upper Deck. The average time of day parking analysis for weekday and weekend are as follows:

Goecke Upper Deck (230 spaces) - *Weekday* Time of Day Parking Demand



Goecke Upper Deck (230 spaces) - *Weekend* Time of Day Parking Demand



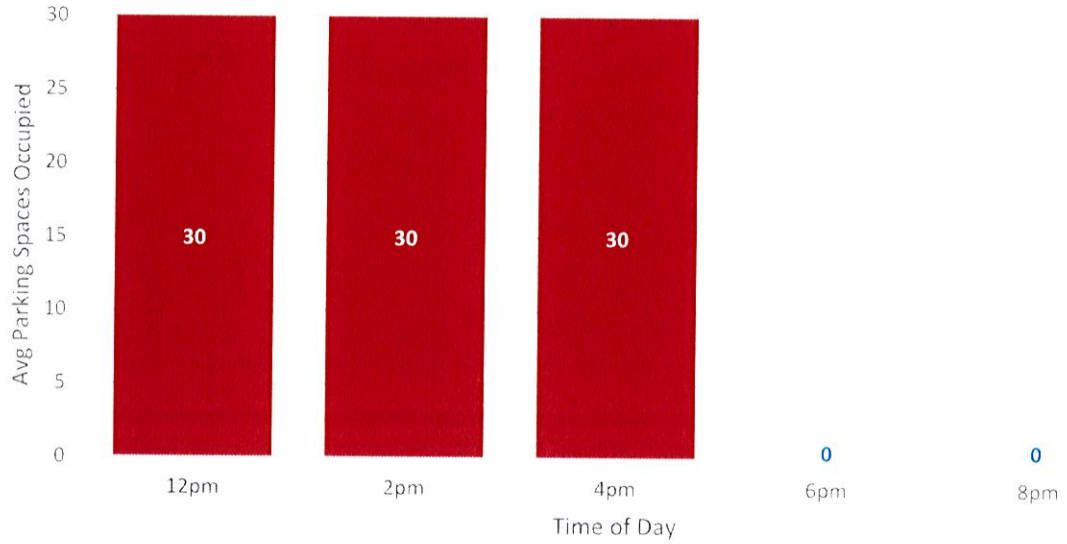
PMA Permit Lot (30 available spaces)

Parking counts for the PMA Permit Lot were conducted on the following dates / times:

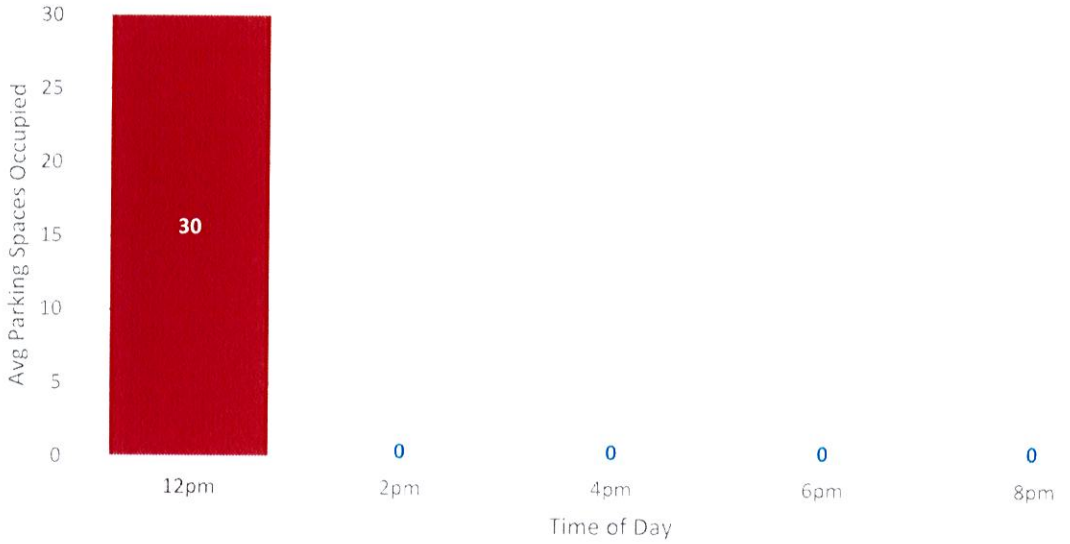
- 9/1/2021 (Wednesday) @ 11am
- 9/8/2021 (Wednesday) @ 11am
- 9/15/2021 (Wednesday) @ 11am
- 1/12/2022 (Wednesday) @ 3pm
- 2/2/2022 (Wednesday) @ 3pm

The quantity of data / counts for the PMA Permit Lot is not as substantial as it is for the other lots analyzed in this study. During all counts, PMA offices were open and the lot was between 63% and 97% full. For the purposes of this study, we will assume that all 30 spaces are occupied during PMAs business hours. The average time of day parking analysis for weekday and weekend are as follows:

PMA Permit Lot (30 spaces) - *Weekday* Time of Day Parking Demand



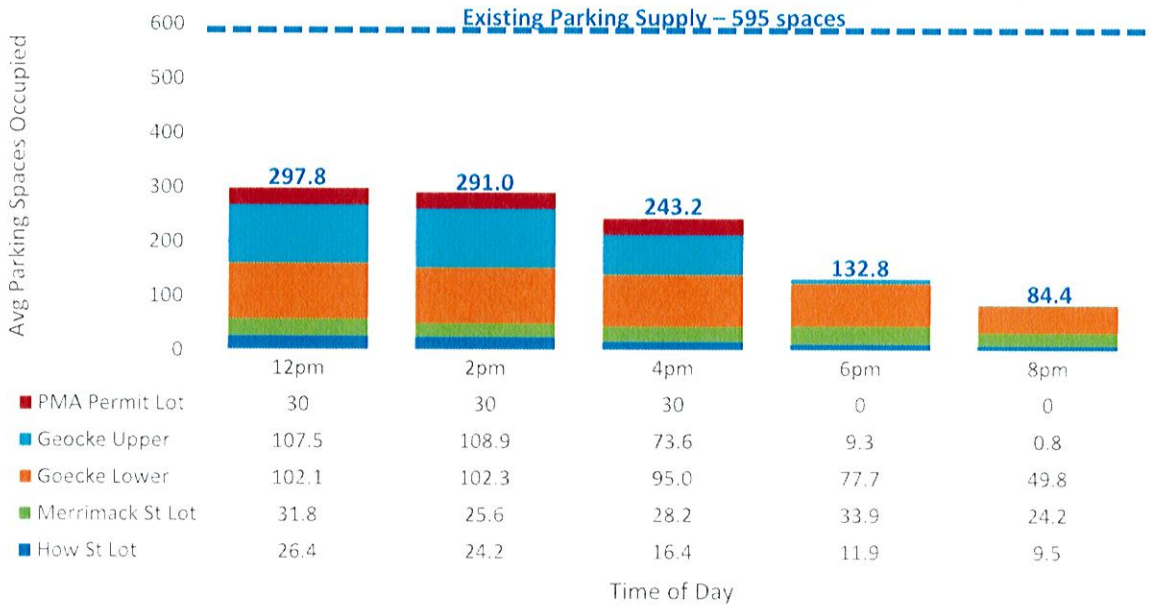
PMA Permit Lot (30 spaces) - *Weekend* Time of Day Parking Demand



Total Existing Parking Demand Summary (595 available spaces)

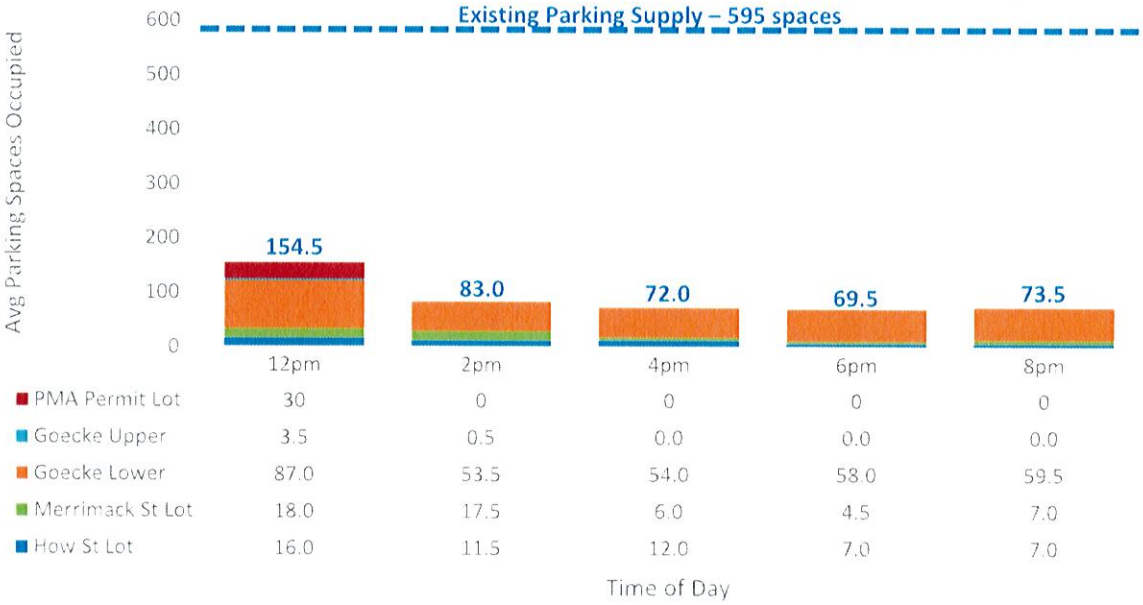
Adding together the existing parking demand for each of the lots analyzed above, the average time of day parking analysis for weekday and weekend are as follows:

Compiled Existing Parking Demand (595 spaces) - *Weekday* Time of Day



	12pm	2pm	4pm	6pm	8pm
PMA Permit Lot	30	30	30	0	0
Geocke Upper	107.5	108.9	73.6	9.3	0.8
Goecke Lower	102.1	102.3	95.0	77.7	49.8
Merrimack St Lot	31.8	25.6	28.2	33.9	24.2
How St Lot	26.4	24.2	16.4	11.9	9.5

Compiled Existing Parking Demand (595 spaces) - *Weekend* Time of Day



	12pm	2pm	4pm	6pm	8pm
PMA Permit Lot	30	0	0	0	0
Goecke Upper	3.5	0.5	0.0	0.0	0.0
Goecke Lower	87.0	53.5	54.0	58.0	59.5
Merrimack St Lot	18.0	17.5	6.0	4.5	7.0
How St Lot	16.0	11.5	12.0	7.0	7.0

Project Parking Needs

The Lupoli Companies proposed to demolish the existing buildings and parking structure onsite and construct seven (7) new buildings, including a parking structure to create a vibrant mixed-use development. The proposed development program is as follows:

Building 1
- 25 residential units

Building 2
- 16,200 SF retail / commercial
- 108 residential units

Building 3
- 14,130 SF retail / commercial
- 90 residential units

Building 4
- 75 residential units
- 40 podium parking spaces

Building 5
- 840 parking spaces

Building 6
- 21,700 SF retail / commercial
- 80 residential units

Building 7
- 9,100 SF retail / commercial
- 42 residential units
- 30 podium parking spaces

Total Development Program
- 61,130 SF retail / commercial
- 420 residential units
- 910 structured parking spaces

Per the City of Haverhill Zoning Ordinance, the required parking to support the proposed development is as follows:

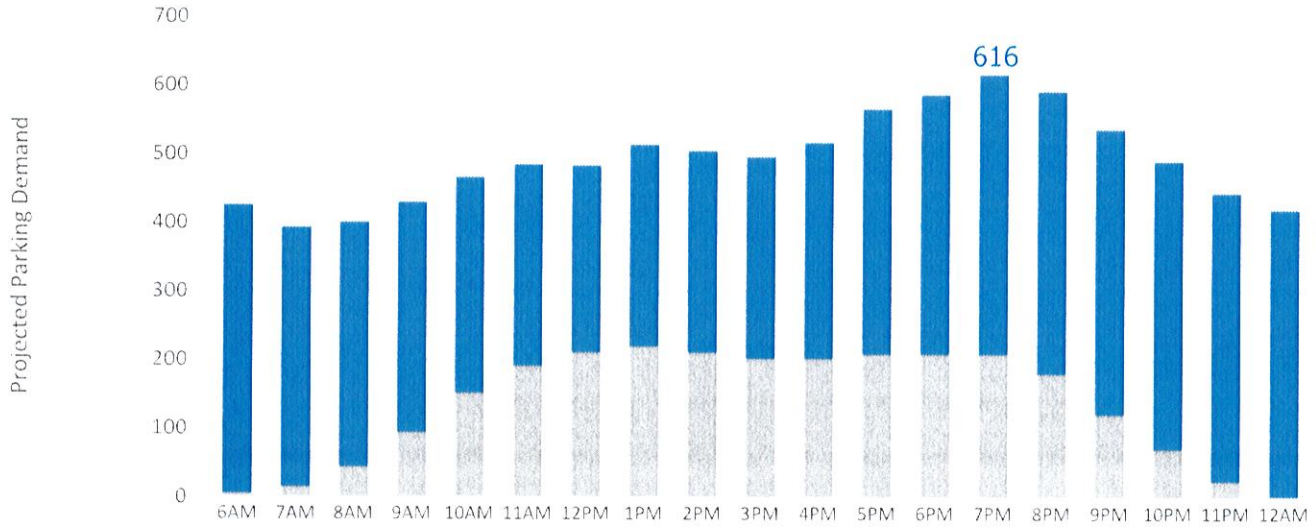
Building	Zoning District	Parking Req	Spaces Req'd
1	Commercial Central	25 residential units 1 space / unit	25 spaces
2	Waterfront District Subzone C (there are no parking requirements for retail / commercial uses required by the Zoning Ordinance)	108 residential units 1 space / unit	108 spaces
3		90 residential units 1 space / unit	90 spaces
4		75 residential units 1 space / unit	75 spaces
5		---	---
6		80 residential units 1 space / unit	80 spaces
7	Waterfront District Subzone B (there are no parking requirements for retail / commercial uses required by the Zoning Ordinance)	42 residential units 1 space / unit	43 spaces
Total Required Parking			420 spaces

Although the Zoning Ordinance does not require parking spaces for retail and commercial uses in these zoning districts, the project proposes to provide additional parking spaces to accommodate the retail / commercial uses.

At this time no firm tenants have been identified for the retail / commercial space. We propose to use the parking ratios recommended by the Urban Land Institute (ULI) in its Shared Parking manual for a community shopping center, 3.6 spaces / 1,000 SF as the peak weekday rate and 4.0 spaces / 1,000 SF. We consider this ratio to be a conservative projection as community shopping centers typically contain a mix of restaurants and retail, however, ULI ratios reflect a standalone condition in suburban areas which do not have access public transit.

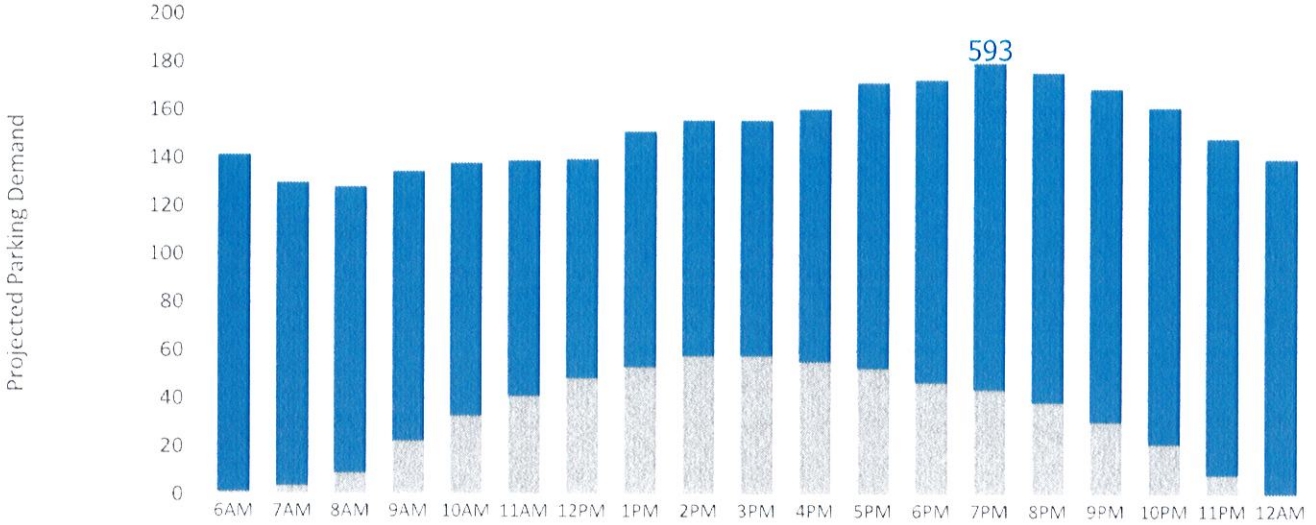
Time of day parking demand analysis were prepared using the above mentioned rates for residential and retail / commercial for weekday and weekend scenarios in keeping with ULI's recommendations, the weekday and weekend projected parking demand for the proposes uses is as follows:

Proposed Development - *Weekday* Time of Day Parking Demand



	6AM	7AM	8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	12AM
Residential	420	378	357	336	315	294	273	294	294	294	315	357	378	407	412	416	420	420	420
Retail / Commercial	6	15	44	94	152	191	211	220	211	202	202	209	209	209	180	121	70	24	0

Proposed Development - *Weekend* Time of Day Parking Demand

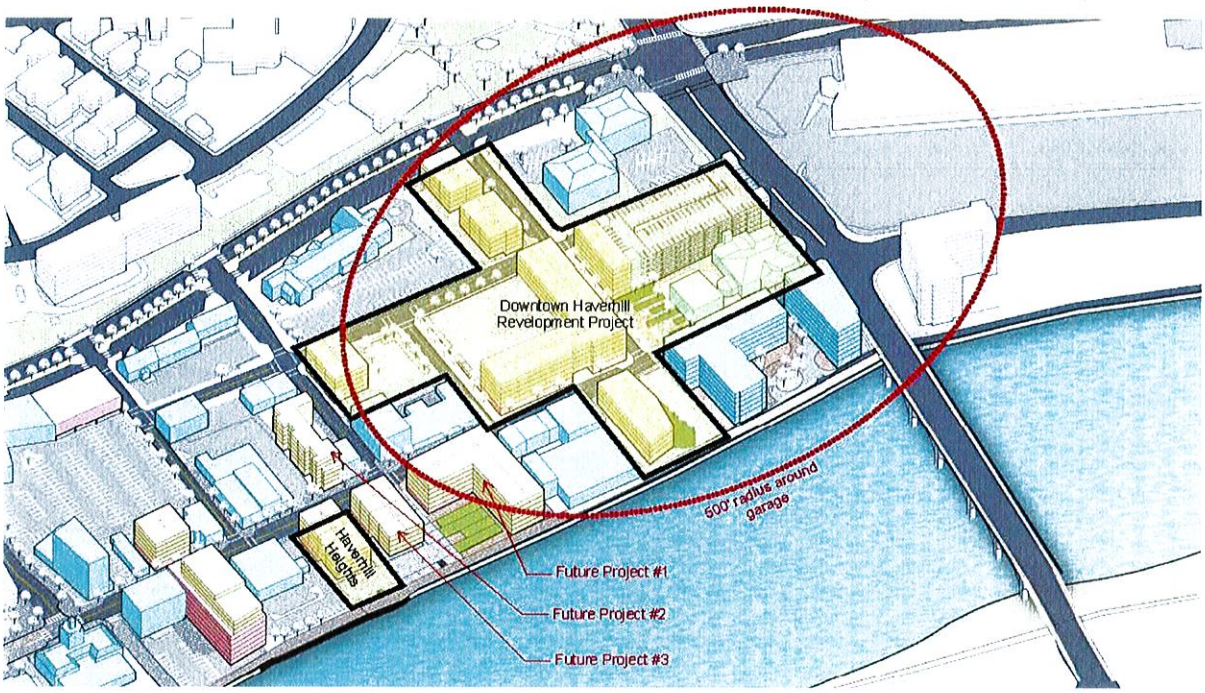


	6AM	7AM	8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	12AM
Residential	140	126	119	112	105	98	91	98	98	98	105	119	126	136	137	139	140	140	140
Retail / Commercial	2	4	9	23	33	41	49	53	58	58	56	53	47	44	39	31	21	9	0

Reserve Capacity for the Future Redevelopment of other Surrounding Parcels

The third component of the parking analysis is to identify the future redevelopment of other surrounding parcels and to build some reserve capacity into the parking garage.

The City went through a Master Planning process which was led by Utile, as the lead consultant. The process included a potential build-out scenario for the downtown, see below. Much of the potential build-out area is encompassed by this project, however, there are 3 potential projects within walking distance to the garage, approximately 500' – 600' away.



Future Project #1

Future Project #1 is located at 112 – 132 Merrimack Street and would require the acquisition and assemblage of multiple parcels to create the project depicted in the image above. Based on foreseeable market trends, the project would likely consist of a ground floor retail use fronting on Merrimack Street with 5-levels of apartments above. Due to the topography of the land, it would also likely include a level of parking at the Wall Street grade, below the Merrimack Street level.

To estimate the parking needs of this potential project, we have assumed the following development program for Future Project #1:

- 10,000 SF retail
- 80 residential units
- 100 podium parking spaces

Future Project #2

Future Project #2 is located at 150 Merrimack Street. Based on foreseeable market trends and the existing conditions, the project would likely consist of a ground floor retail use fronting on Merrimack Street with 4-levels of apartments above. The small footprint of the building likely does not lend itself to parking beneath.

To estimate the parking needs of this potential project, we have assumed the following development program for Future Project #2:

- 3,000 SF retail
- 30 residential units

Future Project #3

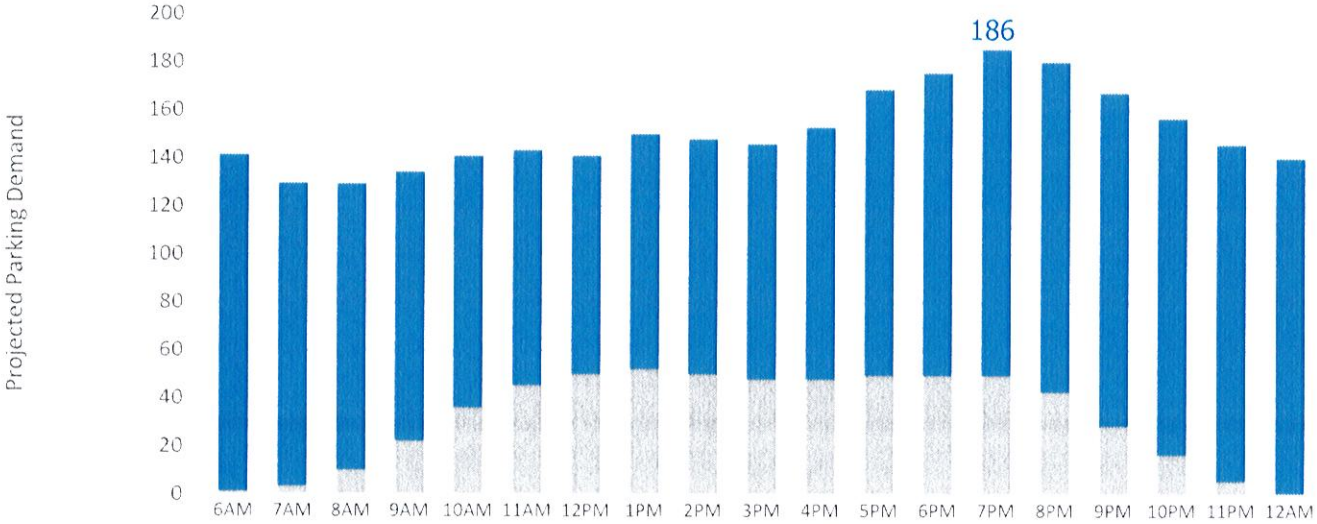
Future Project #3 is located at 127 – 133 Merrimack Street. Based on foreseeable market trends, the project would likely consist of a very small ground-floor retail component fronting on Merrimack Street with 6-levels of apartments above. Due to the very narrow nature of this parcel, approximately 36 feet, it would only support a single-loaded apartment building.

To estimate the parking needs of this potential project, we have assumed the following development program for Future Project #1:

- 1,500 SF retail
- 30 residential units

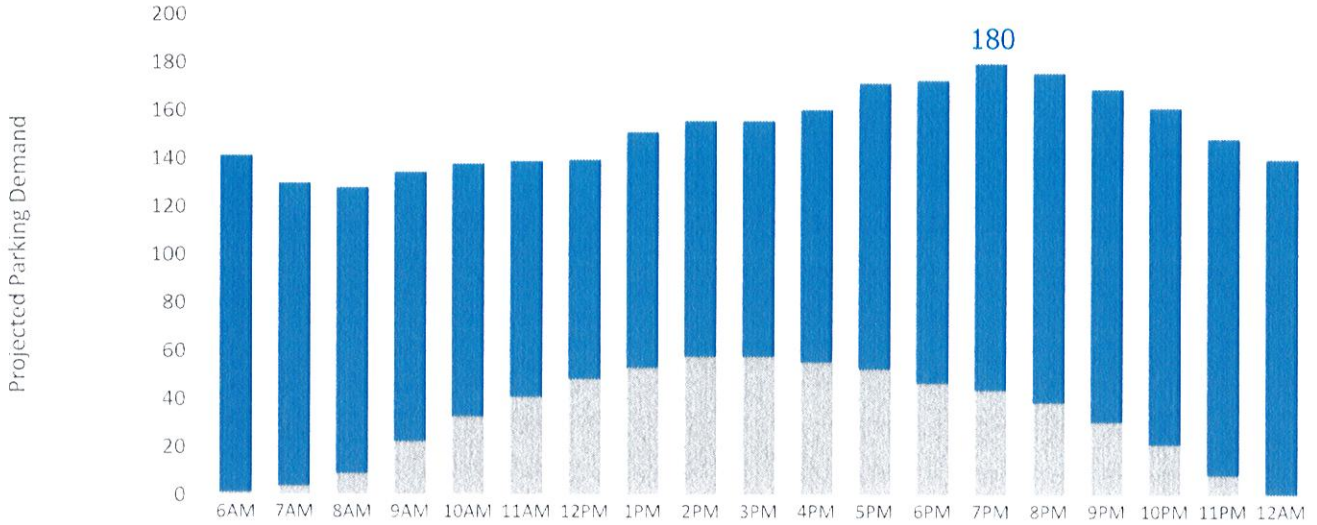
In total Future Projects #1, 2 and 3 would contain 14,500 SF of retail, 140 residential units and 100 podium parking spaces. Using the same methodology to project the parking demand that was used for the Downtown Haverhill Redevelopment Project parcels, the weekday and weekend time of day parking demand are as follows:

Future Projects - *Weekday* Time of Day Parking Demand



	6AM	7AM	8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	12AM
Residential	140	126	119	112	105	98	91	98	98	98	105	119	126	136	137	139	140	140	140
Retail / Commercial	1	4	10	22	36	45	50	52	50	48	48	50	50	50	43	29	17	6	0

Future Projects - *Weekend* Time of Day Parking Demand

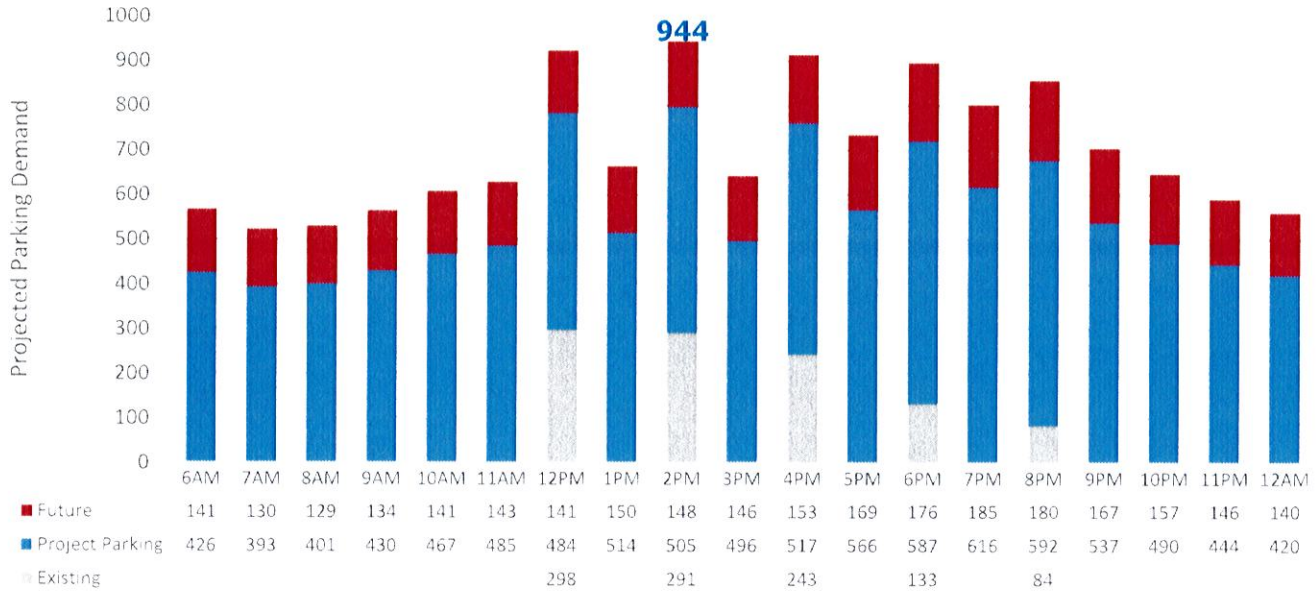


	6AM	7AM	8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	12AM
Residential	140	126	119	112	105	98	91	98	98	98	105	119	126	136	137	139	140	140	140
Retail / Commercial	2	4	9	23	33	41	49	53	58	58	56	53	47	44	39	31	21	9	0

Conclusion

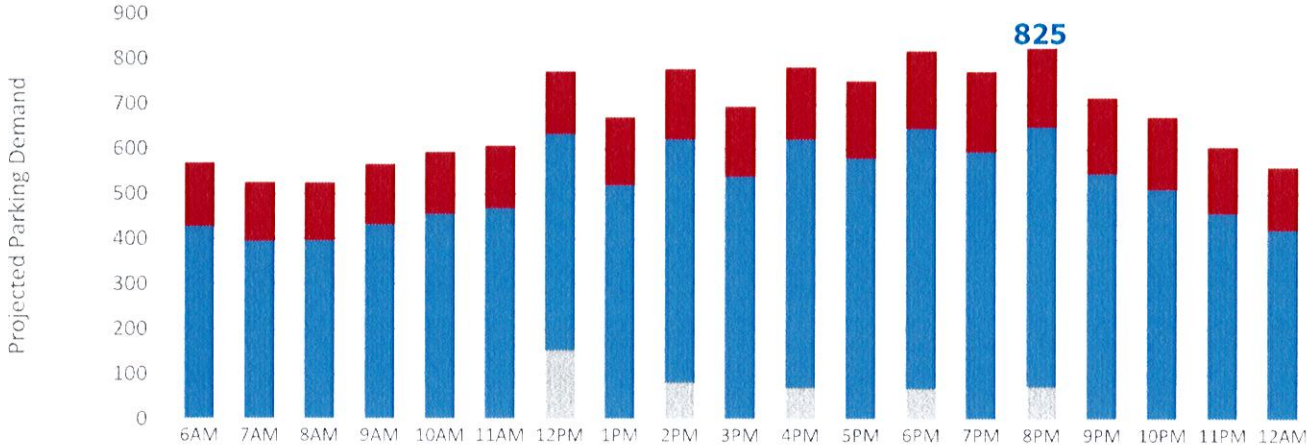
The purpose of this study is to ensure that the parking garage constructed as part of the Downtown Haverhill Redevelopment Project is appropriately sized to handle existing parking demand, project parking needs and a reserve capacity for future redevelopment of other surrounding parcels. Each of these three components has been evaluated in this study. Layering the three components together in a time of day parking demand analysis for weekday and weekend yields the following total parking needed to satisfy the demand.

Total Parking Demand - *Weekday* Time of Day Parking Demand



	6AM	7AM	8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	12AM
Future	141	130	129	134	141	143	141	150	148	146	153	169	176	185	180	167	157	146	140
Project Parking	426	393	401	430	467	485	484	514	505	496	517	566	587	616	592	537	490	444	420
Existing							298		291		243		133		84				

Total Parking Demand - *Weekend* Time of Day



	6AM	7AM	8AM	9AM	10AM	11AM	12PM	1PM	2PM	3PM	4PM	5PM	6PM	7PM	8PM	9PM	10PM	11PM	12AM
Future	142	130	128	135	138	139	140	151	156	156	161	172	173	180	176	169	161	149	140
Project Parking	427	395	396	431	454	468	478	519	539	539	550	580	576	593	575	545	510	457	420
Existing							155		83		72		70		74				

As depicted in the time of day analysis, the peak parking demand on a weekday occurs in the afternoon (2pm) and requires 944 total parking spaces. The peak parking demand on a weekend occurs in the evening (8pm) and is 825 total parking spaces. There are 40 podium parking spaces proposed in Building 4, 30 podium parking spaces in Building 7 and 100 podium parking spaces in Future Project #1. **Reducing the 944 total parking space demand by the total podium parking provided beneath buildings (170 spaces), provides a total parking requirement in the proposed garage of 774 parking spaces. The proposed parking garage included in the Downtown Haverhill Redevelopment Project is 840 parking spaces, which satisfies the parking demand of existing users, project parking needs and future development of surrounding parcels.**

We look forward to presenting this data and answering any questions at the next available Council hearing. Thank you for your consideration!

Sincerely,
TEC, Inc.
*"**T**he **E**ngineering **C**orporation"*

Rick Friberg, PE, LEED AP
Principal

Attachments: Historic Parking Counts Provided by the City

PARKING OCCUPANCY COUNTS FOR GOECKE DECK, MERRIMACK STREET LOT HOW STREET LOT (2013-2020)

Lots	12pm	Occupancy	2pm	Occupancy	4pm	Occupancy	6pm	Occupancy	8pm	Occupancy	NOTES
How St. Lot (43)											
Thurs., 7/9/2020	31	72.09%	34	79.07%	23	53.49%	8	18.60%	6	13.95%	Free/Covid
Wed., 7/15/2020	34	79.07%	34	79.07%	27	62.79%	11	25.58%	13	30.23%	Free/Covid
Tues., 7/21/2020	37	86.05%	34	79.07%	14	32.56%	11	25.58%	13	30.23%	Free/Covid
Tues., 7/28/2020	21	48.84%	18	41.86%	13	30.23%	5	11.63%	6	13.95%	Free/Covid
Wed., 8/5/2020	31	72.09%	21	48.84%	20	46.51%	10	23.26%			Free/Covid
Thurs., 8/13/2020	19	44.19%	22	51.16%	13	30.23%	16	37.21%			Free/Covid
Thurs., 8/20/2020	21	48.84%	20	46.51%	12	27.91%	17	39.53%			Free/Covid
Wed., 8/26/2020	22	51.16%	19	44.19%	12	27.91%	13	30.23%			Free/Covid
Wed., 9/2/2020	22	51.16%	16	37.21%	14	32.56%	16	37.21%			Free/Covid
WEEKDAY AVG. 2020 (FREE)	**26.4**	**61.50%**	**24.2**	**56.33%**	**16.4**	**38.24%**	**11.9**	**27.65%**	**9.5**	**22.09%**	Free/Covid
Sat., 7/18/2020	16	37.21%	12	27.91%	13	30.23%	8	18.60%	7	16.28%	Free/Covid
Sat., 8/1/2020	16	37.21%	11	25.58%	11	25.58%	6	13.95%	7	16.28%	Free/Covid
SATURDAY AVG. 2020 (FREE)	**16**	**37.21%**	**11.5**	**26.74%**	**12**	**27.91%**	**7**	**16.28%**	**7**	**16.28%**	Free/Covid
Fri., 7/28/18		**31.70%**		**31.70%**		**35.00%**		**24.40%**			**Paid Parking**
Wed., 11/1/17	**17**	**39.53%**	**19**	**44.19%**	**13**	**30.23%**					**Paid Parking**
Thurs., 9/28/17	**13**	**30.23%**	**14**	**32.56%**	**8**	**18.60%**					**Paid Parking**
Tues., 8/26/14	**17**	**39.53%**	**16**	**37.21%**	**15**	**34.88%**	**5**	**11.63%**	**6**	**13.95%**	**Paid Parking**
Wed., 8/14/13	**23**	**53.49%**	**21**	**48.84%**	**9**	**20.93%**	**4**	**9.30%**	**4**	**9.30%**	**Paid Parking**
WEEKDAY AVG. 2013-18 (PAID)	**17.5**	**38.90%**	**17.5**	**38.90%**	**11.3**	**27.93%**	**4.5**	**15.11%**	**5**	**11.63%**	**Paid Parking**
Merrimack St Lot (48)											
Thurs., 7/9/2020	22	45.83%	25	52.08%	16	33.33%	34	70.83%	12	25.00%	Free/Covid
Wed., 7/15/2020	32	66.67%	17	35.42%	16	33.33%	15	31.25%	22	45.83%	Free/Covid
Tues., 7/21/2020	31	64.58%	25	52.08%	22	45.83%	30	62.50%	27	56.25%	Free/Covid
Tues., 7/28/2020	27	56.25%	24	50.00%	29	60.42%	34	70.83%	29	60.42%	Free/Covid
Wed., 8/5/2020	36	75.00%	21	43.75%	36	75.00%	45	**93.75%**			Free/Covid
Thurs., 8/13/2020	33	68.75%	21	43.75%	41	**85.42%**	32	66.67%			Free/Covid
Thurs., 8/20/2020	32	66.67%	20	41.67%	42	**87.50%**	35	72.92%			Free/Covid
Wed., 8/26/2020	37	77.08%	32	66.67%	17	35.42%	48	**100.00%**			Free/Covid
Wed., 9/2/2020	27	56.25%	23	47.92%	21	43.75%	41	**85.42%**			Free/Covid
WEEKDAY AVG. 2020 (FREE)	**30.8**	**64.12%**	**23.1**	**48.15%**	**26.7**	**55.56%**	**34.9**	**72.69%**	**22.5**	**46.88%**	Free/Covid
Sat., 7/18/2020	20	41.67%	24	50.00%	1	2.08%	3	6.25%	7	14.58%	Free/Covid
Sat., 8/1/2020	16	34.78%	11	23.91%	11	23.91%	6	13.04%	7	15.22%	Free/Covid
SATURDAY AVG. 2020 (FREE)	**18**	**38.22%**	**17.5**	**36.96%**	**6**	**13.00%**	**4.5**	**9.65%**	**7**	**14.90%**	Free/Covid
Fri., 9/14/18		**74.40%**		**60.00%**		**44.70%**		**46.80%**			**Paid Parking**
Wed., 11/1/17	**39**	**81.25%**	**37**	**77.08%**	**32**	**66.67%**					**Paid Parking**
Thurs., 9/28/17	**27**	**56.25%**	**23**	**47.92%**	**30**	**62.50%**					**Paid Parking**
Tues., 8/26/14											**Paid Parking**
Wed., 8/14/13	**35**	**72.92%**	**36**	**75.00%**	**43**	**89.58%**	**36**	**75.00%**	**31**	**64.58%**	**Paid Parking**
WEEKDAY AVG. 2013-18 (PAID)	**33.7**	**71.21%**	**32.0**	**65.00%**	**35.0**	**65.86%**	**36.0**	**60.90%**	**31.0**	**64.58%**	**Paid Parking**
Goecke Deck	**12pm**	**Occupancy**	**2pm**	**Occupancy**	**4pm**	**Occupancy**	**6pm**	**Occupancy**	**8pm**	**Occupancy**	
Goecke Lower Deck (246)											
Thurs., 7/9/2020	90	36.59%	92	37.40%	98	39.84%	63	25.61%	67	27.24%	Free/Covid
Wed., 7/15/2020	106	43.09%	102	41.46%	102	41.46%	64	26.02%	71	28.86%	Free/Covid
Tues., 7/21/2020	93	37.84%	94	38.21%	61	24.80%	54	21.95%	52	21.14%	Free/Covid
Tues., 7/28/2020	87	35.37%	93	37.80%	86	34.96%	56	22.76%	54	21.95%	Free/Covid
Wed., 8/5/2020	94	38.21%		0.00%	91	36.99%	100	40.65%			Free/Covid
Thurs., 8/13/2020	109	44.31%	116	47.15%	120	48.78%	120	48.78%			Free/Covid
Thurs., 8/20/2020	110	44.72%	114	46.34%	119	48.37%	115	46.75%			Free/Covid
Wed., 8/26/2020	108	43.90%	109	44.31%	92	37.40%	128	52.03%			Free/Covid
Wed., 9/2/2020	99	40.24%	79	32.11%	87	35.37%	121	49.19%			Free/Covid
WEEKDAY AVG. 2020 (FREE)	**100.1**	**40.70%**	**99.9**	**36.09%**	**95.1**	**38.66%**	**91.2**	**37.08%**	**61.0**	**24.80%**	Free/Covid
Goecke Upper Deck (230)											
Thurs., 7/9/2020	83	36.09%	87	37.83%	74	32.17%	3	1.30%	0	0.00%	Free/Covid
Wed., 7/15/2020	95	41.30%	98	42.61%	64	27.83%	12	5.22%	0	0.00%	Free/Covid
Tues., 7/21/2020	117	50.87%	76	33.04%	43	18.70%	2	0.87%	0	0.00%	Free/Covid
Tues., 7/28/2020	104	45.22%	112	48.70%	63	27.39%	0	0.00%	0	0.00%	Free/Covid
Wed., 8/5/2020	118	51.30%		0.00%	98	42.61%	16	6.96%			Free/Covid
Thurs., 8/13/2020	100	43.48%	105	45.65%	56	24.35%		0.00%			Free/Covid
Thurs., 8/20/2020	103	44.78%	105	45.65%	57	24.78%	9	3.91%			Free/Covid
Wed., 8/26/2020	102	44.35%	107	46.52%	68	29.57%	9	3.91%			Free/Covid
Wed., 9/2/2020	112	48.70%	128	55.65%	60	26.09%	0	0.00%			Free/Covid
WEEKDAY AVG. 2020 (FREE)	**103.8**	**45.12%**	**102.3**	**44.46%**	**64.8**	**28.16%**	**6.4**	**2.77%**	**0.0**	**0.00%**	Free/Covid
Goecke Lower Deck (246)											
Sat., 7/18/2020	72	29.27%	51	20.73%	46	18.70%	47	19.11%	42	17.07%	Free/Covid
Sat., 8/1/2020	102	41.46%	56	22.76%	62	25.20%	69	28.05%	77	31.30%	Free/Covid
SATURDAY AVG. 2020 (FREE)	**87**	**35.37%**	**53.5**	**21.75%**	**54**	**21.95%**	**58**	**23.58%**	**59.5**	**24.19%**	Free/Covid
Goecke Upper Deck (230)											
Sat., 7/18/2020	5	2.17%	1	0.43%	0	0.00%	0	0.00%	0	0.00%	Free/Covid
Sat., 8/1/2020	2	0.87%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	Free/Covid
SATURDAY AVG. 2020 (FREE)	**3.5**	**1.52%**	**0.5**	**0.22%**	**0**	**0.00%**	**0**	**0.00%**	**0**	**0.00%**	Free/Covid
Goecke Lower Deck (246)											
Fri., 7/27/18		**30.60%**		**29.00%**		**21.50%**		**14.30%**			**Paid Parking**
Wed., 11/1/17	**92**	**37.40%**	**75**	**30.49%**	**72**	**29.27%**					**Paid Parking**
Thurs., 9/28/17	**73**	**29.67%**	**79**	**32.11%**	**75**	**30.49%**					**Paid Parking**
Tues., 8/26/14	**132**	**53.66%**	**153**	**62.20%**	**139**	**56.50%**	**24**	**9.76%**	**15**	**6.10%**	**Paid Parking**
Wed., 8/14/13	**156**	**63.41%**	**153**	**62.20%**	**135**	**54.88%**	**52**	**21.14%**	**40**	**16.26%**	**Paid Parking**
WEEKDAY AVG. 2013-18 (PAID)	**113.3**	**42.95%**	**115.0**	**43.20%**	**105.3**	**38.53%**	**38.0**	**15.06%**	**27.5**	**11.18%**	**Paid Parking**
Goecke Upper Deck (230)											
Fri., 7/27/18		**49.78%**		**41.12%**		**42.86%**		**12.99%**			**Paid Parking**
Wed., 11/1/17											**Paid Parking**
Thurs., 9/28/17											**Paid Parking**
Tues., 8/26/14	**132**	**57.39%**	**151**	**65.65%**	**104**	**45.22%**	**18**	**7.83%**	**2**	**0.87%**	**Paid Parking**
Wed., 8/14/13	**109**	**47.39%**	**134**	**58.26%**	**97**	**42.17%**	**13**	**5.65%**	**3**	**1.30%**	**Paid Parking**
WEEKDAY AVG. 2013-18 (PAID)	**120.5**	**51.52%**	**142.5**	**55.01%**	**100.5**	**43.42%**	**15.5**	**8.82%**	**2.5**	**1.09%**	**Paid Parking**

John M. Burke, PE, CAPP
Independent Consulting
Parking, Transit & Downtown Development

February 22, 2022

William Pillsbury, Director
Economic Development & Planning Dept.
Haverhill City Hall, Room 201
4 Summer Street
Haverhill, MA 01830

RE: Lupoli Companies Downtown Haverhill Development Project
TEC Parking Impact Study Review

Dear Mr. Pillsbury,

I have reviewed the *revised* parking impact study of the Downtown Haverhill Development Project conducted by The Engineering Corp (TEC) and dated February 20, 2022. I find that the study report sufficiently demonstrates that:

1) the proposed new 840-space parking garage and 70 podium parking spaces will accommodate existing parking demand for the City's parking deck & lots consumed by the development, as well as future parking demand of the proposed development project, and

2) there is an adequate supply of currently available downtown public parking located outside of the proposed new parking garage and lots to support other potential future development projects identified in the TEC study report as envisioned within the City's recent master planning process.

The parking ratios used for the residential portion of the proposed development are per the City's Zoning Ordinance and are typical for Transit Oriented Development (TOD) areas like downtown Haverhill that are densely developed, walkable, and close to a commuter rail station & fixed-route bus service. The parking ratios for the proposed commercial/retail uses taken from the Urban Land Institute (ULI) Shared Parking Manual are conservatively high since they reflect the rates of a stand-alone suburban shopping center as opposed to a densely developed, mixed-use residential/commercial development.

The study's projected occupancy of the parking garage is also conservatively high with respect to the commercial/retail uses of the new development. The study assigns all the development's commercial/retail parking use to the new parking garage and lots even though some of the development's commercial/retail customers will likely park on street where there is still plenty of availability per the 2021 parking counts.

Original Parking Impact Study Review Comments: My review of TEC's original parking impact study report dated February 8, 2022, included two main corrections to the data analysis. First, the original study utilized a blend of historic parking count data from 2013-2018 – a period that preceded certain downtown redevelopment projects and parking rate increases, and 2020 - when paid parking was suspended due to the pandemic. The revised study report was updated to utilize LAZ Parking's most recent weekday and Saturday parking counts conducted in September/October 2021.

PO Box 1177, Marion, MA 02738 • 413.627.7902 • jburke3142@gmail.com

Second, the original study did not consider full lease-out of existing vacancies with the Harbor Place and Heights Building in its future development scenario. The revised study was updated to address both.

Please let me know if you have any questions or require anything additional.

Sincerely,

John M. Burke, PE, CAPP

146 Dascomb Road
Andover, MA 01810
978.794.1792
TheEngineeringCorp.com
Create | Design | Innovate

February 25, 2022

Honorable James J. Fiorentini
Mayor of Haverhill
4 Summer Street
Haverhill, Massachusetts 01830

Re: Downtown Haverhill Redevelopment Project
Interim Parking

Dear Mr. Mayor:

On behalf of the Lupoli Companies, the Applicant ("Applicant"), we respectfully submit this Interim Parking Plan in conjunction with the request for Site Plan Review (Major) and Special Permit Plan Approval for the Downtown Haverhill Redevelopment Project proposed on the following Map/Lots: 103-1-1, 103-1-6, 103-1-7, 103-3-1A, 103-2-2, 100-1-1, 103-1-3, 103-1-5, 103-1-3A and 103-3-1B.

The first phase of the project will be to construct a new 7-story, 840 space parking structure which will meet the existing and future needs of the downtown. The purpose of this letter is to outline the Applicants intentions for providing parking in the interim stages between now and the completion of the new parking garage. At each phase of the project there will be a Site Plan Review process with City Staff where more detailed logistics plans will be provided.

Existing Parking Demand

The Parking Study, which was provided as part of the project documents, provides parking count data for the existing parking demand. The existing parking areas that are within the project limits are the Goecke Garage, Merrimack Street Lot, How Street lot and the Permit Lot. The peak demand for those parking areas was identified to be a maximum of 409 parking spaces.

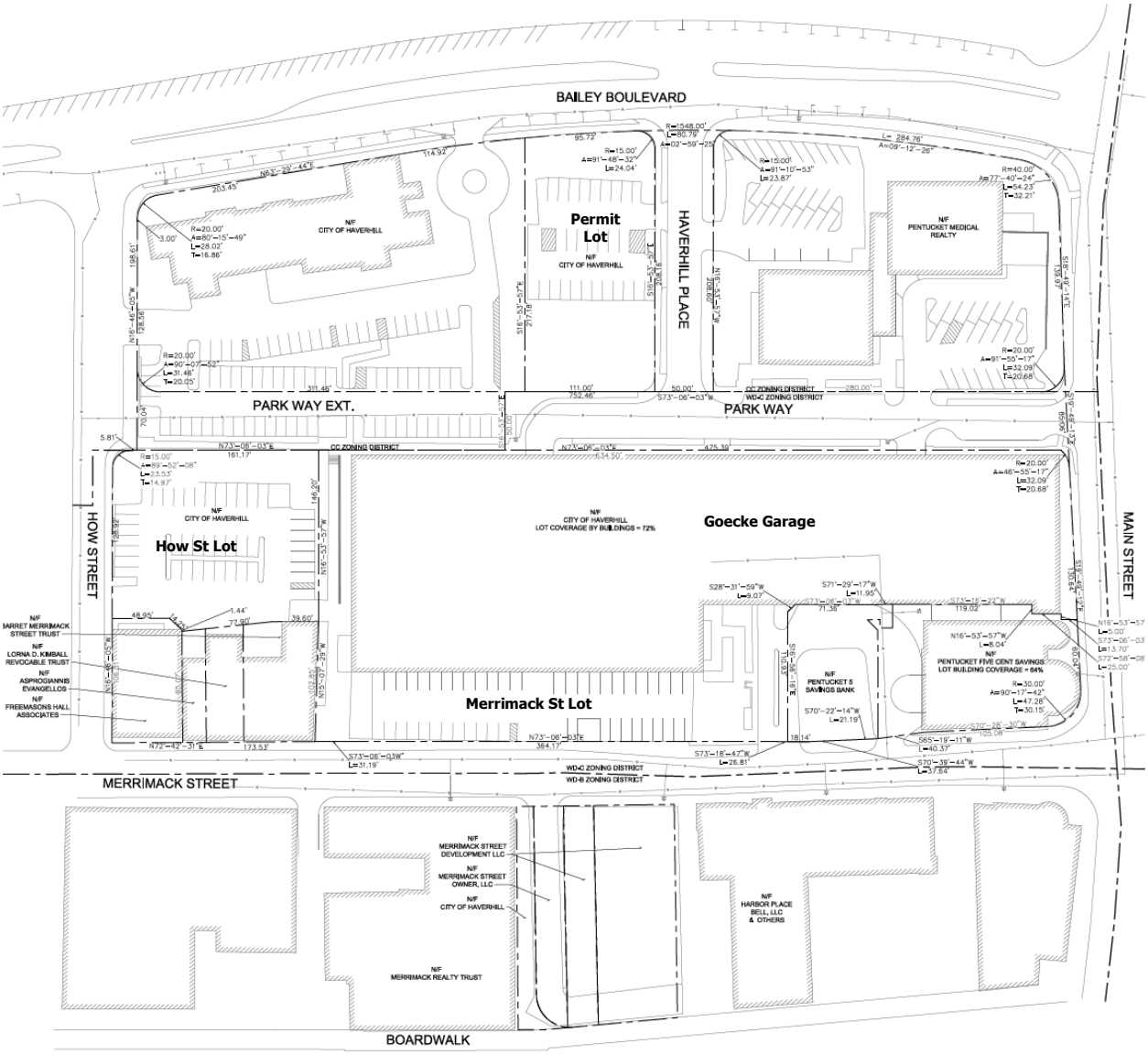
Existing Parking Supply

The Parking Study also included an analysis of the availability of parking on-street and in City-owned lots. The minimum number of spaces that were available (unoccupied) on-street and in City-owned lots during the counts was 385 spaces.

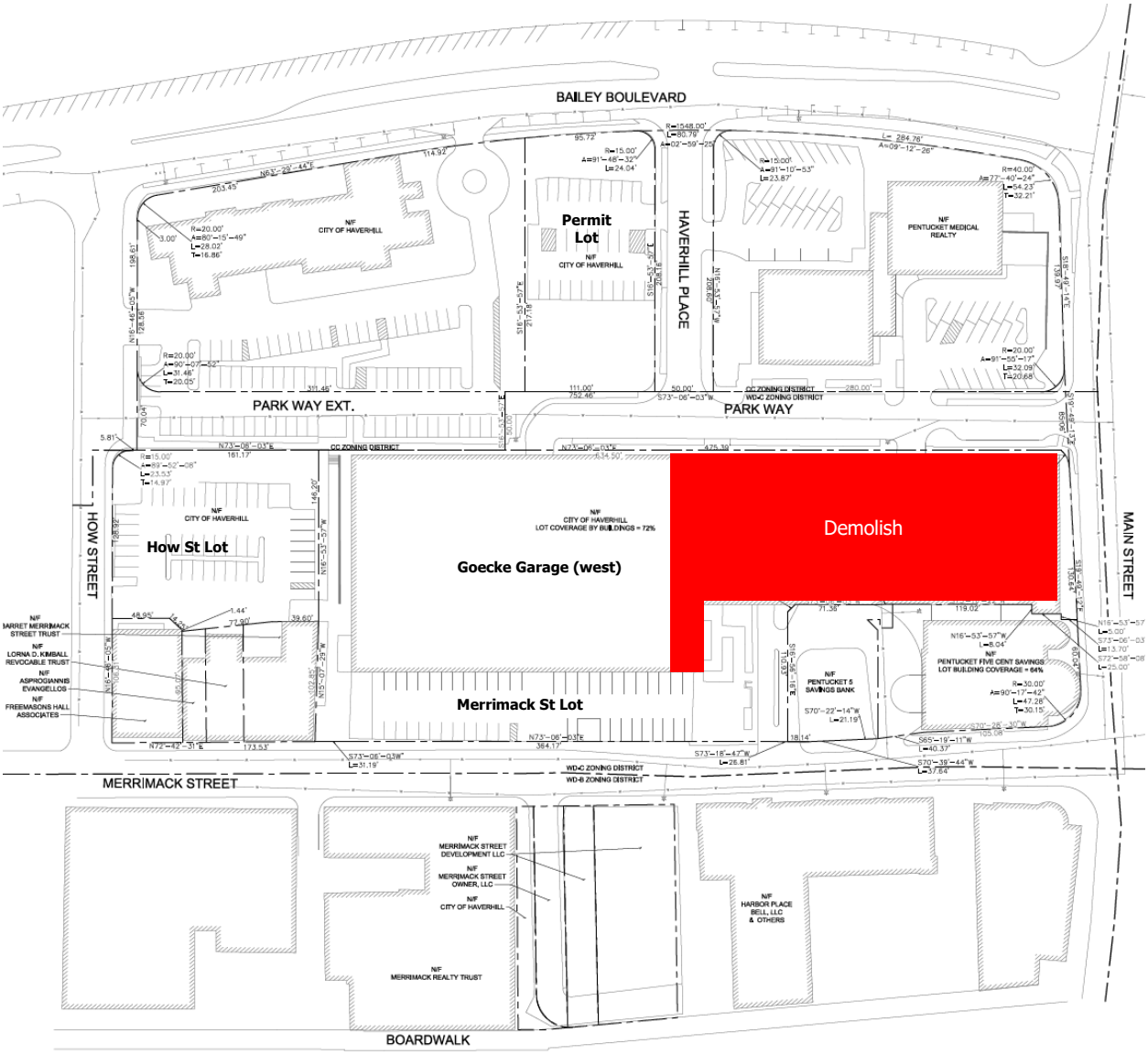
Interim Parking Strategy

Although the available parking on-street and within City-owned lots (385 spaces) is nearly enough to meet the demand that is experienced by the parking areas within the project limits (409 spaces), the project proposes to provide on-site parking during the construction of the proposed parking garage.

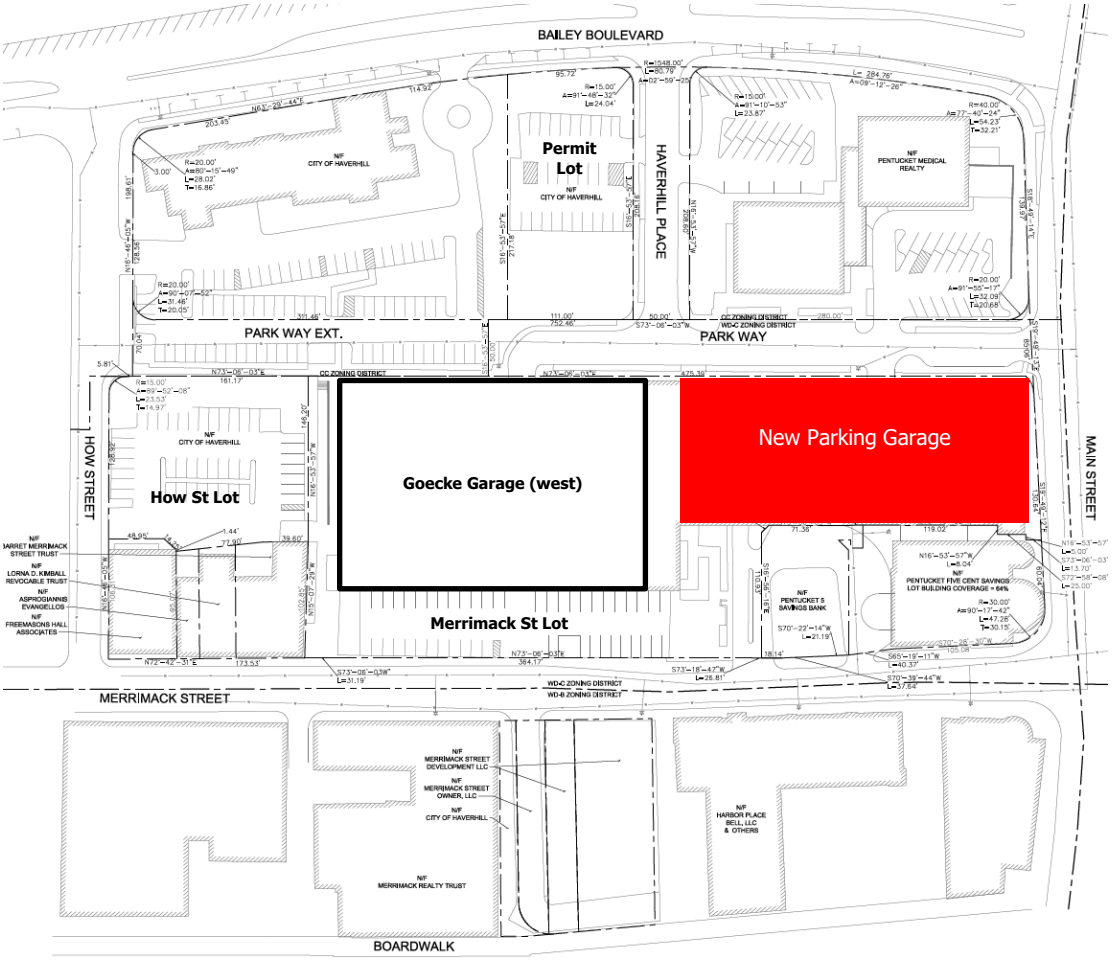
Below is a graphic that shows the existing conditions within the project limits.



The project initially proposes to demolish the eastern portion of the Goecke Garage and retain the western portion of the Goecke Garage, as well as the Merrimack Street Lot, the How Street Lot and the Permit Lot. In this interim stage, there will be approximately 220 spaces remaining in the western portion of the garage, 48 spaces in the Merrimack Street Lot, 46 spaces in the How Street Lot and 30 spaces in the Permit Lot, totaling 344 spaces onsite. There are also a minimum of 385 spaces available on-street and in City-owned lots, totaling an available parking supply of 729 parking spaces to satisfy the demand of 409 spaces.



Upon the demolition of the eastern portion of the Goecke garage, the construction of the new parking garage will commence as the first phase of the Downtown Haverhill Redevelopment Project. Upon its completion there will be 840 parking spaces available within the garage which meets the needs of the City for the existing and future parking demand. After the garage is operational, the demolition of the western portion of the Goecke Garage can commence followed by the rest of the phasing as shown on the Phasing Plans provided by Cube 3.



We look forward to answering any questions the Council's next available hearing. Thank you for your consideration!

Sincerely,
TEC, Inc.
*"**T**he **E**ngineering **C**orporation"*

Rick Friberg, PE, LEED AP
Principal

146 Dascomb Road
Andover, MA 01810
978.794.1792
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TEC
The Engineering Corp

February 18, 2022

Honorable James J. Fiorentini
Mayor of Haverhill
4 Summer Street
Haverhill, Massachusetts 01830

Ref. T1203

Re: Downtown Haverhill Redevelopment Project
Traffic Memorandum

Dear Mr. Mayor:

On behalf of the Lupoli Companies, the Applicant ("Applicant"), and at the request of the City Council and City Staff, TEC, Inc. has prepared a Traffic Memorandum as a supporting document for the Downtown Haverhill Redevelopment Project, which is comprised of improvements on the following parcels, and is located between the Merrimack River and Bailey Boulevard and from How Street to Main Street; Map/Lots: 103-1-1, 103-1-6, 103-1-7, 103-3-1A, 103-2-2, 100-1-1, 103-1-3, 103-1-5, 103-1-3A and 103-3-1B.

Executive Summary

The Applicant is proposing to demolish the existing Herbert H. Goecke Garage and the existing Pentucket Bank building located on the corner of Merrimack Street and Main Street and clear the site of all existing features to redevelop the parcels into a vibrant mixed-use project that will enhance and complement the Downtown.

This study identifies the known issues on the surrounding roadway network, describes the proposed development, and outlines the proposed mitigation to reduce congestion and improve the flow of traffic surrounding the subject parcels.

We hope that you will find that the recommended traffic mitigation is practical and will improve the traffic flow and circulation issues that are experienced on the surrounding roadway network that have been identified through our observations, stakeholder engagement and through the public process.

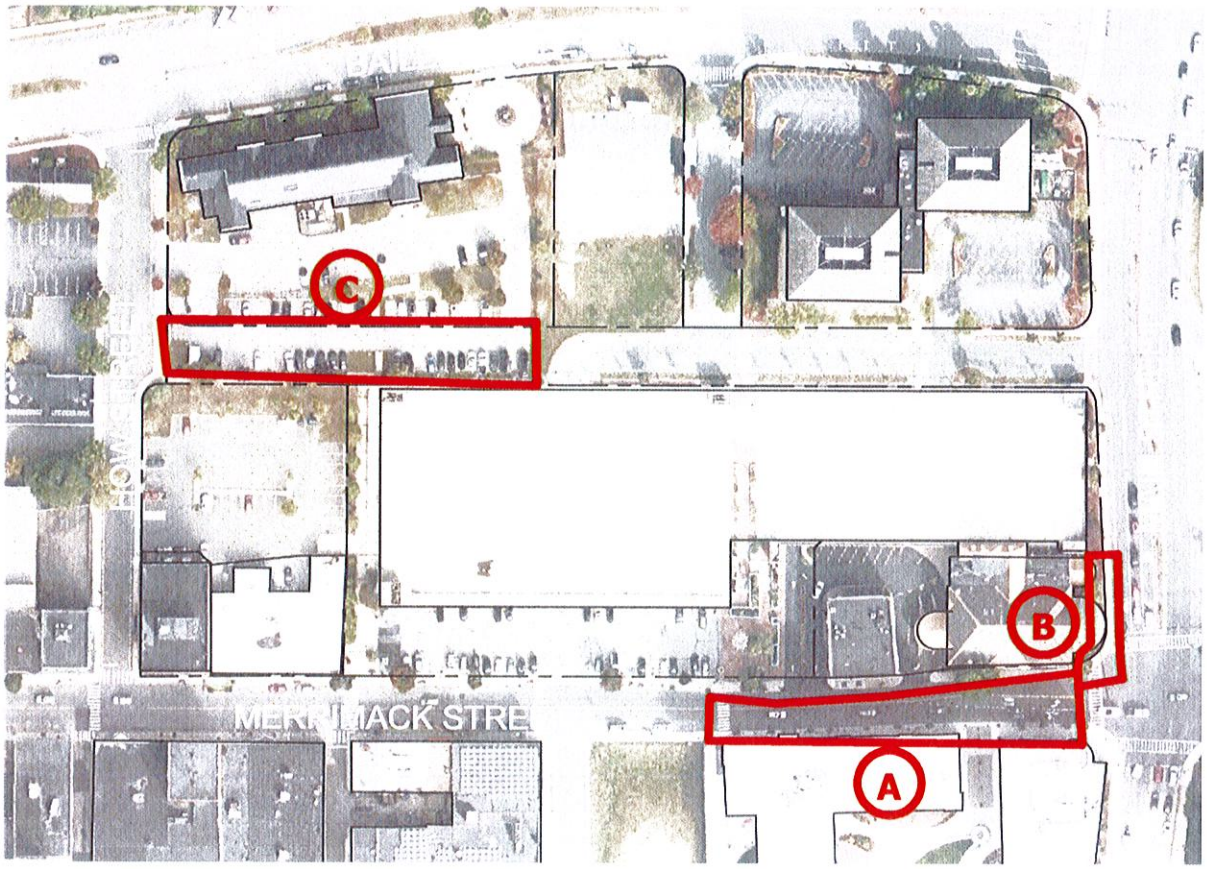
Known Issues on Surrounding Roadway Network

The surrounding roadway network has three known issues that can be resolved by proposed mitigation:

A. Alignment of Merrimack Street
   a. Short turning lane storage lengths make it difficult to effectively use the exclusive left turn lane when traffic is queued along Merrimack Street eastbound at the Main Street intersection
   b. On the south side of Merrimack Street, the on-street parking and loading zones located in front of Harbor Place restrict access to the thru / right-turn lane when traffic is queued on Merrimack Street eastbound at the Main Street intersection

B. Tight Radius on Main Street Southbound, Turning Right onto Merrimack Street
   a. Right turn from Main Street southbound onto Merrimack Street is difficult, particularly if vehicles are queued in the Merrimack Street left turn lane.

C. Disconnected Ladder Street – Park Way Does Not Continue to How Street
   a. The discontinuance of Park Way directs traffic to the more congested intersections of Bailey Boulevard / Main Street and Merrimack Street / Main Street



Proposed Development

The Lupoli Companies proposed to demolish the existing buildings and parking structure onsite and construct seven (7) new buildings, including a parking structure to create a vibrant mixed-use development. The proposed development program is as follows:

Building 1
- 3-story multifamily residential building
- 25 residential units
- Total 36,100 SF

Building 2
- 7-story mixed-use building
- 16,200 SF retail / commercial
- 108 residential units
- Total 128,660 SF

Building 3
- 6-story mixed-use building
- 14,130 SF retail / commercial
- 90 residential units
- Total 110,760 SF

Building 4
- 6-story multifamily residential building
- 75 residential units
- 40 podium parking spaces
- Total 97,890 SF

Building 5
- 7-story parking structure
- Total 840 parking spaces

Building 6
- 6-story mixed-use building
- 21,700 SF retail / commercial
- 80 residential units
- Total 105,100 SF

Building 7
- 8-story mixed-use building
- 9,100 SF retail / commercial
- 42 residential units
- 30 podium parking spaces
- Total 72,800 SF

Total Development Program
- 61,130 SF retail / commercial
- 420 residential units
- 910 structured parking spaces

Proposed Mitigation

The proposed mitigation has been designed to specifically address the known issues that exist on the surrounding roadway network and will improve the traffic flow and circulation through and around the subject parcels. The proposed mitigation is as follows:

A. Improve the Alignment of Merrimack Street
   a. Lengthen the Merrimack Street eastbound left-turn lane from approximately 85' to 250' to improve access to the exclusive turn lane, improving through traffic flow
   b. Extend the on-street parking / loading zone on the south side of Merrimack Street to the intersection with Main Street so that it does not compete with the use of the thru / right-turn lane and improve the ability to provide on-street parking and loading zones for the existing uses at Harbor Place. Delineation of parking and loading areas within this dedicated strip shall be coordinated with City Staff and tenants of Harbor Place

B. Increase the Turning Radius on the Main Street Southbound, Turning Right onto Merrimack Street
   a. Demolish the existing Pentucket Bank building to allow the widening of Merrimack Street at the intersection to allow for the dedicated on-street parking / loading zone on the south side of Merrimack Street (mentioned above) and to increase the turning radius from Main Street onto Merrimack Street, reducing traffic conflicts

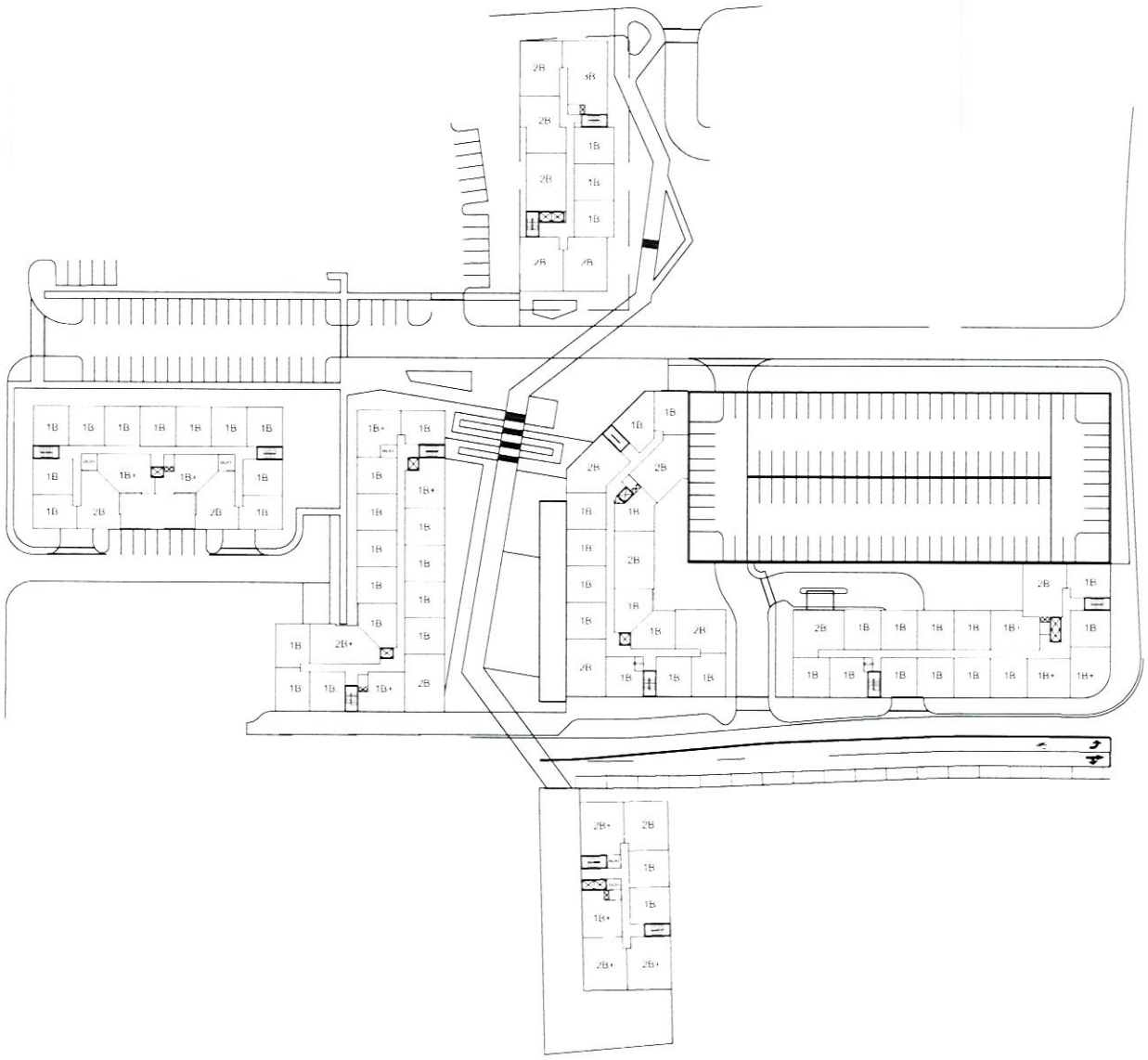
C. Reconnect Park Way from Main Street to How Street
   a. Restore Park Way as a ladder street between Main Street and How Street, improving circulation and reducing the demand on the Bailey Boulevard / Main Street and Merrimack Street / Main Street intersections

D. Provide a Bus Apron / Turnoff on the North Side of Merrimack Street
   a. Provide a bus apron / rideshare area on the north side of Merrimack Street that is outside of the travel lanes to improve connectivity with the train station and encourage the use of alternative means of transportation.

We look forward to presenting this information and answering any questions at the next available Council hearing. Thank you for your consideration!

Sincerely,
TEC, Inc.
*"**T**he **E**ngineering **C**orporation"*

Rick Friberg, PE, LEED AP
Principal



HAVERHILL RFP
86 MERRIMACK ST, HAVERHILL, MA
FEBRUARY 18, 2022
SCALE: NTS

Lupoli COMPANIES

TYPICAL UNITS PLAN

N

CUBE3

10.1.1

DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the real property located between Merrimack Street and Bailey Boulevard in the Downtown District designated on the Assessor's Map 103, Block 1, Lot 1; Block 1, Lot 6; Block 1, Lot 7 (Parcel A); Block 3, Lot 1A (Parcel B); and, optionally, Block 2, Lot 2 (Parcel C), comprising 4.49 acres, more or less, being and is hereby declared surplus, and, that Lupoli Companies, LLC is hereby designated the preferred developer for this site.

Further, the Mayor is hereby authorized to sell to Lupoli Companies, LLC, of 290 Merrimack Street, Lawrence, MA 01842, or their assigns, said real property for the total sum of One Million ($1,000,000.00) Dollars. The Mayor is also authorized to execute a Purchase and Sale Agreement/ Development Agreement to said Lupoli Companies, LLC or their assigns, a copy of which is attached hereto and incorporated herein, and any other documents necessary to effectuate the sale of said real property, including, but not limited to, a deed.

PURCHASE AND SALE AGREEMENT

between

CITY OF HAVERHILL
Seller

and

LUPOLI COMPANIES, LLC Buyer

Dated as of: February _____, 2022

This Purchase and Sale Agreement (this "Agreement"), by and between the City of Haverhill, a municipal corporation having an address at City Hall, Municipal Building, Haverhill, Massachusetts 01830 ("Seller"), acting by and through its City Council and Mayor, and LUPOLI COMPANIES, LLC, a Massachusetts limited liability corporation, having an address at 290 Merrimack Street, Lawrence, Massachusetts 01842 - Attention: Salvatore N. Lupoli ("Buyer").

WITNESSETH:

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

Purchase and Sale. Seller hereby agrees to sell, assign, transfer and convey to Buyer and Buyer hereby agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, fee simple title to the parcels of land and the improvements now thereon, more particularly described below. (collectively, the "Property").

DESCRIPTION OF LAND

The property is located between Merrimack Street and Bailey Boulevard in the Downtown District of Haverhill, Massachusetts 01830. The property is designated on the City of Haverhill Assessor's Map 103, Block 1, Lot 1; Block 1, Lot 6; Block 1, Lot 7 (Parcel A); Block 3, Lot1A (Parcel B); and Block 2, Lot 2 (Parcel C). The property is approximately 4.49 acres.

Parcel A – consists of a 495-car parking facility knows as the Goecke Parking Deck on Merrimack Street. Parcel A has significant frontage along Merrimack and Main Street.

Parcel B – an approximately half-acre lot located on Bailey Boulevard between the Haverhill Police Department and the Pentucket Medical Building.

Parcel C – A 0.6 acre lot located directly west of Parcel A. It currently serves as a parking lot located behind the Haverhill Beef business.

The properties are a portion of the properties described in the deeds recorded at the South Essex Registry of Deeds in Book 20428, Page-204 and Book 8320, Page 500.

1. Conveyance: Title. The Property is to be conveyed by a good and sufficient Massachusetts Quitclaim Deed (the "Deed") running to Buyer or a nominee owned or controlled by Buyer. Buyer shall accept title to the Property subject only to the following (the "Permitted Encumbrances"):

(a) Provisions of existing laws, regulations, restrictions, requirements, ordinances, resolutions and orders (including, without limitation, any relating to building, zoning and environmental protection) as to the use, occupancy, subdivision or improvement of the Property;

(b) Any liens for municipal betterments assessed on the Property by the City of Haverhill after the date hereof;

(c) Easements, liens, restrictions, encumbrances, encroachments, agreements and other matters of record as of the date hereof, if any, affecting the Property or any part thereof, provided the same do not materially adversely affect the use of the Property as proposed in the Development Agreement to be entered into between Buyer and Seller, as it may be amended (the "Development Agreement"), and which is attached hereto as Exhibit B;

(d) The state of facts (including encroachments and projections onto adjoining streets) that a current accurate survey would show as of the Time of Closing (as hereinafter defined), provided that such state of facts does not materially adversely affect Buyer's ability to use the Property as proposed in the Development Agreement;

(e) Any state of facts that a personal inspection of the Property might disclose;

(f) Any lien or encumbrance encumbering the Property as to which Seller shall deliver to Buyer, or to Buyer's title company at or prior to the Time of Closing, evidence that payment has or will be made sufficient at the time of the Closing to satisfy the obligations secured by such lien or encumbrance (in the case of liens or encumbrances, if any, which secure the payment of money) or proper instruments, in recordable form, which upon recordation at the time of the Closing will cancel such lien or encumbrance,

together with any other instruments necessary thereto and the cost of recording and canceling the same; and

(g) The Development Agreement.

(h) The ANR Plan described in Paragraph 3 below.

2. ANR Plan. Seller shall prepare a surveyed plan of the Land, at its own expense, which has been endorsed by the Planning Board pursuant to G.L. c. 41, s. 81 P (the "ANR Plan"). The Deed shall refer to the ANR Plan which shall be recorded at the Essex South Registry of Deeds prior to the Closing, at Buyer's expense.

3. Purchase Price. The agreed purchase price for the Property (the "Purchase Price") is one million dollars ($1,000,000), with $25,000 having been paid at the time of submission of a RFP response and an additional $100,000.00 to be paid upon the signing of this agreement, for a total deposit of $125,000.00. The balance shall be paid at the time of Closing.

4. Time of Closing. The Deed is to be delivered within ten days of the expiration of the appeal period (the "Time of Closing") for the Site Plan Approval from the City Council under Section 9.3 of the Zoning Ordinance d the Order of Conditions from the City Conservation Commission (together, the "Permits"), whichever occurs later. It is the Buyer's obligation to obtain the Permits. The Closing shall take place at City Hall, unless otherwise agreed upon in writing. The time at which the deed is delivered, as the same may be extended pursuant to the provisions of this Agreement, is referred to herein as the "Closing". It is agreed that time is of the essence of this Agreement.

If, at the Time of Closing, the Buyer has not obtained all other federal, state, and local permits required to construct the Project (as defined in the Development Agreement)(the "Other Permits") the Closing shall take place within ten (10) days after the expiration of the last appeal period with respect to the Other Permits, provided that no appeal has been filed with respect to any Other Permit. If any such appeal is filed, the Time of Closing shall be extended to ten days following the last appeal period, or, in the event of an appeal, ten days after such appeal is resolved in a manner satisfactory to Buyer. The Buyer shall be obligated to diligently contest or prosecute all such appeals and further agrees to request that the appeal be transferred or placed, as the case may be, into the Land Court's Permitting Division pursuant to Section 16 of Chapter 205 of the Acts of 2006. In addition, Buyer will request the "Track" that will result in the earliest trial date.

It shall be a condition of the Closing that the Permits allow the construction of the Project without any additional requirements or conditions imposing a substantial economic burden on the Buyer so as to significantly and adversely affect the economic feasibility of the Project as

described in the Development Agreement ("Permit Contingency"). If the Buyer alleges that the economic feasibility of the Project has been adversely impacted by additional requirements and conditions of the Permits, Buyer shall provide such information as the Seller may reasonably require to demonstrate such adverse economic impact. If it becomes apparent to Buyer, prior to the Time of Closing, as extended as described above and after providing such information to the City that the Permit Contingency will not be satisfied then, after satisfying the requirements of the immediately preceding sentences the Buyer may terminate this Agreement by written notice to the Seller and all obligations of the parties hereunder shall cease and there shall be no further recourse hereunder and the Deposit hereunder shall forthwith be returned to Buyer.

6. Seller's Closing Documents. In addition to the Deed and the Development Agreement, Seller shall deliver to Buyer or its nominee at the Time of Closing, as a condition of Buyer's obligations under this Agreement, the following documents, duly executed and acknowledged as provided therein, where necessary:

(a) such customary affidavits as Buyer's title insurance company may reasonably require in order to issue so-called owner's and lender's title insurance policies insuring Buyer's title to the Property subject to the matters set forth herein or in the Development Agreement; and

(b) if requested by the Buyer's title insurance company, an opinion of City Solicitor, addressed to the title insurance company and in form and substance acceptable to the title insurance company, opining on the due authorization of the Seller to dispose of the Property and the compliance of the Seller with applicable statutes in connection with the disposition of the Property and the execution and delivery of the Deed.

6A. Payment of Recording Costs and Professionals.

(a) Buyer shall pay for the recording of the Deed (not including real estate transfer taxes), any mortgages and any other instruments to be recorded.

(b) Buyer and Seller shall each pay its own attorneys' fees, except as otherwise set forth herein.

7. Condition of Property. Except as otherwise set forth herein, Buyer agrees to accept the Property "as is" in its present condition on the date hereof and further agrees that Seller shall not be liable for any latent or patent defects in the Property.

Buyer will allow Seller to pay from the amount of the Deposit made prior to or upon the Closing as much thereof as may be necessary to satisfy any lien or encumbrance which Seller is obligated or elects to pay or to cure hereunder and will provide Seller at the Time of Closing

with separate certified and/or official bank checks or effect such additional wire transfers, payable as directed by Seller for such purpose, at no charge to Seller.

8. Title to the Property.

(a) Buyer shall order from a national title insurance company licensed to do business in the Commonwealth of Massachusetts or an agent of such company (the "Title Insurer") a title insurance report and commitment for an owner's title insurance policy (the "Commitment") and on or before sixty (60) days from the date hereof, shall furnish to Seller (i) a copy of the Commitment, and (ii) a written statement specifically identifying any liens or encumbrances affecting, or other defects in or objections to title to the Property other than the Permitted Encumbrances, together with Buyer's reasons for objecting to the same. Except as expressly provided in this Agreement, Seller shall have no obligation to remove any exception to title. If exceptions to title appear on the Commitment which Seller is not obligated to remove as provided in Section 8(b) below, and which are not Permitted Encumbrances, and if Seller is unable to or elects not to eliminate such exceptions to title and, accordingly, is unable to convey title to the Property in accordance with the provisions of this Agreement, Seller shall so notify Buyer and Buyer, within ten (10) days thereafter, shall either (x) elect to terminate this Agreement by notice given to Seller upon which the Deposit paid hereunder by Buyer shall forthwith be refunded to Buyer and all obligations of the parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto, or (y) elect to accept title to the Property subject to such exceptions, without any abatement of the Purchase Price and without any liability on the part of Seller, in which case Seller shall convey at the Time of Closing such title to the Property without any abatement of the Purchase Price. If Buyer shall not make such election within such (10) day period, Buyer shall be deemed to have elected clause (y) above with the same force and effect as if Buyer had elected clause (y) within such ten (10) day period.

(b) If the Commitment discloses exceptions (other than the Permitted Encumbrances) which (i) may be removed solely by delivery of an affidavit, reasonably requested by the Title Insurer, which affidavit can be delivered by Seller and which can be removed by the title insurer or (ii) Seller willfully placed of record subsequent to the date hereof, or (iii) may be removed or satisfied by the payment of a liquidated sum of money not in excess of Twenty Five Thousand Dollars ($25,000.00) in the aggregate, then Seller shall make reasonable efforts to remove such exceptions. Seller shall be entitled to one or more adjournments of the Time of Closing to remove such exceptions. Notwithstanding the foregoing, Seller, at its option in lieu of satisfying such liens or encumbrances, may deposit with the Title Insurer such amount of money as may be determined by the Title Insurer as being sufficient to induce it to insure Buyer against collection of such liens and/or encumbrances, including interest and penalties, out of or against the Property (and

to omit such exceptions from any mortgagee policy in favor of Buyer's lender and Owner's policy in favor of Buyer), in which event such liens and encumbrances shall not be objections to title.

(c) The premium for Buyer's title insurance policy, to be issued by the Title Insurer, shall be paid by Buyer.

9. Acceptance of the Deed. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of the Seller herein contained or expressed, except for those provisions of this Agreement which expressly provide that any obligation of Seller shall survive the Time of Closing.

10. Representations and Warranties.

(a) Seller represents, covenants and warrants to and agrees with Buyer, as of the date of this Agreement and as of the Time of Closing, as follows:

(1) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder (1) have been duly authorized by all necessary municipal actions and (2) will not conflict with, or result in a breach of, any of the terms, covenants and provisions, any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Seller is a party or by which Seller is otherwise bound. Each person executing this Agreement has the authority to do so on behalf of the Seller;

(2) Seller has received no written notice, and is not otherwise aware that all or any part of the Property is in violation of any zoning, subdivision, building, health, traffic, environmental, flood control or other applicable rules, regulations, ordinances or statutes of any local, state or federal authorities or any other governmental entity having jurisdiction over the Property;

(3) Seller has not received written notice and is not otherwise aware of any condemnation or eminent domain proceeding pending or threatened against all or any part of the Property nor is the City of Haverhill planning or contemplating any such proceeding;

(4) Seller is not aware of any agreements or contracts affecting all or any part of the Property or the use thereof to which Seller or any predecessor in interest is a party which would be binding upon or otherwise affect the Buyer or its

nominee that would not be terminable at will by Buyer without penalty from and after the Time of Closing;

(5) Seller is not aware of any suits, actions or proceedings pending or threatened with respect to all or any part of the Property, this Agreement, or Seller's proposed actions herein;

(6) Seller has not received any notice from any insurance carrier concerning any defects or inadequacies in the Property which, if not corrected, would result in the termination of insurance coverage or increase the cost thereof; and

(7) Seller has not granted to any person other than Buyer, a right of first refusal, option to purchase or other right to purchase all or any part of the Property, and no other party who submitted a proposal in response to the Seller's Request for Proposals has threatened or filed suit with regard to Seller's acceptance of the Buyer's proposal or Seller's rejection of such other parties' proposals.

(b) Buyer represents, covenants and warrants to and agrees with Seller, as of the date hereof, as follows:

(1) Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(2) Buyer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder (i) have been duly authorized by all necessary corporate acts of Buyer and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the Operating Agreement, Articles of Organization or ByLaws of Buyer, or, to the best of Buyer's knowledge, of any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which it is bound; and

(3) Buyer has the financial resources adequate to fully perform its obligations under this Agreement and the Development Agreement.

(c) The representations and warranties of Seller set forth in Section 10(a) above are subject to the following express limitations:

(1) all of the representations and warranties of Seller contained in this Agreement are made to Seller's actual knowledge and without any obligation on the part of Seller to make any inquiry or investigation beyond such actual knowledge; and

(2) whenever the knowledge of Seller is required hereunder, the parties intend that such knowledge will include and be limited to the actual knowledge of the members of the City Council of the City of Haverhill, and City Solicitor.

(d) The representations and warranties of Seller contained in Section 10(a) will survive the Time of Closing, provided, that any claim based upon any alleged breach thereof must be asserted in writing, and action then commenced in a court of competent jurisdiction, within one (1) year after the Time of Closing.

(e) All of the representations, warranties and agreements of Buyer set forth in this Agreement will survive the Closing, provided, that any claim based upon any alleged breach thereof must be asserted in writing, and action then commenced in a court of competent jurisdiction, within one (1) year after the Time of Closing.

(f) Buyer further represents, warrants and agrees that:

(1) Subject to Section 18 hereof, Buyer has examined the Property and is familiar with the general surface physical condition thereof and has conducted such investigation of the conditions of the Property as Buyer has considered appropriate;

(2) Except as specifically contained herein, neither Seller nor any of the employees, agents or attorneys of Seller have made any verbal or written representations, warranties, promises or guaranties whatsoever to Buyer, whether express or implied, and, in particular, that no such representations, warranties, promises or guaranties have been made with respect to the physical condition or operation of Property, the zoning and other laws, regulations and rules applicable to the Property or the compliance of the Property therewith, the use or occupancy of the Property or any part thereof or any other matter or thing affecting or related to the Property or the transactions contemplated hereby; and

(3) Except for those contained herein, Buyer has not relied upon any such representations, warranties, promises or guaranties or upon any statements made in any written materials provided by Seller with respect to the Property and has entered into this Agreement after having made and relied solely on its own independent investigation, inspection, analysis, appraisal, examination and evaluation of the facts and circumstances.

(4) Buyer shall apply for the Site Plan Approval and Development Review within ninety (90) days of the date of this Agreement and shall diligently pursue such application. The Site Plan Application and the application for Development Review and the building permit shall describe and request approval for the Improvements (as described in the Development Agreement).

11. Operation of the Property. Seller shall not be obligated to take any action with respect to physical condition of the Property and the maintenance thereof prior to the closing other than to maintain the Property in its "as is" condition, reasonable wear and tear excepted, and as otherwise set forth herein.

12. Use of Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, in accordance with Section 8 hereof, at the Time of Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests which Seller is obligated or elects to clear hereunder, provided that provision reasonably satisfactory to Buyer's and Buyer's lender's attorneys and the Title Insurer is made at the Time of Closing for prompt recording of all instruments so procured.

13. Risk of Loss: Insurance.

(a) If, prior to the Time of Closing, all or any significant portion (as defined in this Section 13(a)) of the Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact and Buyer shall have the right to terminate this Agreement by giving notice to the Seller not later than twenty (20) days after the giving of Seller's notice. For the purposes hereof, a "significant portion" of the Property shall mean such a portion of the Property as shall have a material adverse impact, as reasonably determined by the Buyer, on either the cost of the Project (as defined in the Development Agreement) or on the design of such Project. If Buyer elects not to terminate this Agreement as aforesaid, or if an "insignificant portion" (i.e., anything other than a significant portion) of the Property is taken by eminent domain (or becomes the subject of a pending taking), there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Time of Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Property or such portion thereof. If Buyer elects to terminate this Agreement pursuant to the provisions of this subsection (a), then the Deposit shall be returned to Buyer, all obligations of the parties hereto shall cease and there shall be no further recourse hereunder.

(b) If there is damage to or destruction of the Property by fire or other casualty, Buyer shall still be obligated to purchase the Property, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Time of Closing

the rights of Seller to the proceeds, if any, under Seller's insurance policies covering the Property with respect to such damage or destruction, and Buyer shall be entitled to receive and keep any monies received from such insurance policies. If received by Seller prior to the Time of Closing, Seller shall pay such proceeds to Buyer at the Time of Closing.

(c) Until the Time of Closing, Seller will maintain in full force and effect the existing policies of insurance relating to the Property and provide evidence thereof to Buyer at its written request.

14. Adjustments. Real estate taxes calculated pursuant to M. G. L. Chapter 44, Section 63A shall be apportioned as of the Time of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price.

15. Broker: Indemnity. Seller and Buyer each represent and warrant to the other that it has dealt with no real estate broker or other person who would be entitled to be paid a commission by reason of the procurement of this Agreement or the transaction -which is the subject matter hereof and each agrees to indemnify and hold the other harmless from and against any loss, cost, damage or expense arising out of any breach by the indemnifying party of the foregoing representation and warranty. The provisions of this Section 15 shall survive the Time of Closing and any termination of this Agreement.

16. Deposits.

(a) The Deposit as described in Paragraph 4(i) hereof shall be held by the Seller's attorney (City Solicitor) and deposited forthwith in one or more interest-bearing (date of deposit to date of withdrawal), money-market account(s) at one or more banking association(s) satisfactory to Seller and Buyer, as earnest money for the proper performance of this Agreement on the part of Buyer subject to the terms of this Agreement and shall be duly accounted for at the Time of Closing. Accrued and earned interest on the Deposit shall be paid to whichever of Buyer or Seller is entitled to receive the Deposit pursuant to the terms hereof. If paid to Seller, such interest shall be credited against the Purchase Price. All payments made on account of the Deposit after the issuance of the Permits shall be made directly to the Seller and shall not be held in escrow.

(b) With respect to any amount placed in escrow pursuant to this Agreement, the Seller's attorney shall not be liable for any action or nonaction taken in good faith in connection with the performance of his/her duties hereunder, but shall be liable only for his/her own willful default or misconduct. Notwithstanding anything contained in this Agreement to the contrary with respect to the obligations of the Seller's attorney, should

any dispute arise with respect to the delivery and/or ownership or right to possession of such amount, the Seller's attorney shall have no liability to any party hereto for retaining dominion and control over such amount until such dispute shall have been settled:

(i) by mutual agreement between the parties, or (ii) by final order, decree or judgment by a court of competent jurisdiction in the Commonwealth of Massachusetts (and no such order, decree or judgment shall be deemed to be "final" unless and until the time of appeal has expired and no appeal has been perfected); and the Seller's attorney shall make payment of such amount as the parties may have mutually agreed or in accordance with such final order, decree or judgment.

17. Remedies. If Buyer shall fail to fulfill Buyer's obligations hereunder or under the Development Agreement, Seller may elect to terminate this Agreement and the Development Agreement, and if Seller makes such election then fifteen (15) days after written notice to Buyer of Seller's intention to exercise its rights hereunder, the Deposit, together with any and all interest thereon, shall be due and payable to Seller as full and complete liquidated damages and not as a penalty, and shall be Seller's sole remedy at law or in equity, and upon receipt of the full amount thereof all rights and obligations of Seller and Buyer hereunder shall terminate without recourse to either party; provided, however, that Buyer may use said fifteen day period to fulfill its obligations hereunder. In the event that the full amount of the Deposit is not received by Seller as described above and Buyer fails to perform its obligations hereunder, Seller may pursue any actions or remedies available to it pursuant to the terms hereof or of the Development Agreement.

18. Inspections.

(a) From and after the date of this Agreement and upon reasonable notice and at reasonable times, Seller shall afford to the officers, employees, attorneys, accountants, engineers, surveyors, architects, landscape architects, consultants and other authorized representatives of Buyer reasonable access in order that Buyer may have full, opportunity to inspect, take measurements, conduct surveys, perform tests including soil and water tests, show the Property to contractors, architects, surveyors, engineers, insurers, banks and other lenders or investors, and to make legal, financial, engineering, accounting and other reviews or investigations of the Property.

(b) The Buyer agrees to indemnify, defend (with counsel of Buyer's selection but subject to approval of the Seller, which shall not be unreasonably withheld), and save harmless the Seller from and against any claims, costs and liabilities arising directly or indirectly out of the exercise of Buyer's rights under this Section 18.

19. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail or by nationally recognized overnight courier, addressed in the case of Seller and Buyer to the respective address for each set forth above or in case of either party to such other address as shall be designated by written notice given to the other party in accordance with the provisions of this Section 19. Any such notice shall be deemed given when so delivered by hand or if so mailed, when deposited with the U.S. Postal Service. Copies of all notices to Seller shall simultaneously be sent to:

Mayor James J. Fiorentini
4 Summer Street, Room 100
Haverhill, MA 01830

William D. Cox, Jr., Esq., City Solicitor
4 Summer Street, Room 100
Haverhill, MA 01830

and all notices to Buyer shall simultaneously be sent

to:

LUPOLI COMPANIES, LLC
290MerrimackStreet

Lawrence, MA 01842

Edward S. Hershfield, Esq.
GreenbergTraurig,LLP
One International Place
Suite 2000
Boston, MA 02110

20. Miscellaneous.

(a) This Agreement, executed as of the date first above written, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer.

(b) Buyer may not assign its rights and obligations hereunder, in whole or in part, other than to an affiliated single purpose limited liability company owned and controlled by Buyer or its current members, without the prior written consent of Seller. Any assignment without such prior written consent shall be deemed null and void. Subject to

and without limiting the preceding two sentences, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) This Agreement and the Exhibits referred to herein, which are hereby made a part hereof, constitute the entire agreement between the parties hereto with respect to the Property and no verbal statements made by anyone with regard to the transaction which is the subject of this Agreement shall be construed as a part hereof unless the same be incorporated herein by writing.

(d) This Agreement may be executed in any number of identical counterparts and, if so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall collectively constitute an agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(e) The parties agree to execute any and all additional instruments and documents as may be reasonably required in order fully to effectuate the terms of this Agreement.

(f) Buyer and Seller each acknowledge that the persons executing this Agreement are doing so in a representative or fiduciary capacity, that only the principal represented shall be bound by the terms hereof and that none of the persons executing this Agreement shall be personally liable for any obligation, express or implied hereunder. Buyer also acknowledges that none of the members of the City Council of the City of Haverhill, nor any employee, consultant or council member (collectively, the "Released Parties") shall be liable for any representation, warranty, covenant or obligation, express or implied hereunder and Buyer hereby releases the Released Parties and their representatives from any and all claims arising from or related to the subject matter of this Agreement.

(g) Prior to the Closing, Seller shall not remove any vegetation or items of Personal Property from the Property, other than in connection with normal maintenance and repair of the Property.

(h) Any provision contained herein that would require, or is conditioned upon the expenditure of funds by the Seller is contingent upon the appropriation of those funds by Seller.

(i) The recording by Buyer of this Agreement, or of any notice hereof, or of the Development Agreement prior to the Closing, or of any notice thereof shall have the effect of automatically terminating all rights of Buyer hereunder and shall be deemed to be a failure by Buyer to comply with the terms hereof.

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

CITY OF HAVERHILL

Acting by and through its Mayor

_____

James J. Fiorentini

LUPOLI COMPANIES, LLC

_____

By: Salvatore N. Lupoli

Title: Principal/Manager

Approved as to Matters of Form: City Solicitor:

LIST OF EXHIBITS

A. Legal Description of Property
B. Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") dated as of February __, 2022, is entered into by and between the City of Haverhill, acting by and through its Mayor and City Council (the "City") and Lupoli Companies, LLC, a Massachusetts limited liability corporation (the "Developer"), with a principal place of business located at 290 Merrimack Street, Lawrence, MA 01842.

RECITALS

WHEREAS, the Developer has proposed to purchase the property located between Merrimack Street and Bailey Boulevard in the Downtown District of Haverhill, Massachusetts 01830. The property is designated on the City of Haverhill Assessor's Map 103, Block 1, Lot 1; Block 1, Lot 6; Block 1, Lot 7 (Parcel A); Block 3, Lot 1A (Parcel B); and, optionally, Block 2, Lot 2 (Parcel C). Together Parcels A, B, and C shall be called the "Property" herein. The Property is approximately 4.49 acres. The Property is a portion of the same land as described in the deeds recorded at the Essex South District Registry of Deeds in Book 20428, Page204 and in Book 8320, Page 500; and

WHEREAS, the Developer will then improve the improve the Property by constructing mixed use residential/commercial buildings, to include a parking garage along with associated infrastructure and other related improvements (the "Project"); and

WHEREAS, the Project will require Site Plan Approval from the City Council pursuant to Section 9.3 of the Haverhill Zoning Ordinance (the "Zoning Ordinance"), and an Order of Conditions from the City's Conservation Commission under 310 CMR 15.00 (the "Permits"); and

WHEREAS, the Developer and the City wish to secure other promises in the development of the Project and thereafter;

AGREEMENT

Now, therefore, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree that, if, and only if, Developer obtains the Permits and purchases the Property pursuant to a Purchase and Sales Agreement in form and substance acceptable to the City for certain lots between Merrimack Street and Bailey Boulevard (the "Purchase and Sale Agreement"), Developer shall promptly proceed with the development of the Property pursuant to the Permits and the provisions of this Agreement, and the City and Developer shall each perform the actions as set forth herein.

A. ENGAGEMENT OF CONSULTANTS; REIMBURSEMENT FOR COSTS

1. Payment of Special Legal Counsel and Parking Consultant during the Negotiation of the Purchase and Sale Agreement and Development Agreement.

At the time of the execution of this Agreement, Developer shall agree to establish an escrow account in the office of the Haverhill City Treasurer, pursuant to G.L. c. 44, s. 53A, in an amount sufficient to pay for all reasonable documented costs of Haverhill's special legal counsel and parking consultant in the preparation of this Agreement and the Purchase and Sale Agreement.

2. Payment for Review of Site Plan and Development Review.

At the time Developer applies for Site Plan Approval for the Project, Developer shall deposit adequate funds with the Haverhill City Treasurer, which shall initially be in the amount of $15,000.00 (the "Plan Escrow Account"), pursuant to G.L. c. 44, s. 53G, to be used by the City Council during the Site Plan Approval process under Section 9.3 of the Zoning Ordinance, or by the Building Commissioner and City staff during Development Review under Section 10.1.4 of the Zoning Ordinance. The funds may be used to engage a traffic engineer, civil engineer, parking consultant, attorney, landscape architect, architect, urban designer, and other reasonably necessary consultants to provide technical assistance during the review of the Site Plan or during Development Review. Specifically, parking will be peer reviewed by Utile Architecture and Planning during Development Review. The Developer shall also undertake an analysis to design the realignment of Merrimack Street at White's Corner to widen the existing Merrimack Street pinch point.

The Plan Escrow Account shall be replenished by Developer from time to time within 30 days of a written request from the Building Commissioner when the balance falls to $5,000.00 so that it contains an adequate amount for the continuation of work.

3. Payment for Review Required by Clerk of the Works.

Pursuant to Section 10.6.2 of the Zoning Ordinance, the Building Commissioner may engage a Clerk of the Works to inspect all building construction under his/her direction to ensure that the construction practices and materials utilized are according to any site plan approval, or building permit, or local or state codes. The City shall be reimbursed for the costs of the Clerk of the Works pursuant to G.L. c. 44, s. 53G at the Developer's sole expense.

B. THE PROJECT

1. Overview.

The Developer has proposed a mixed use Project with market rate dwelling units for rent, commercial retail and office space, indoor and outdoor amenities, and a food court. The Developer's proposal will be considered an application for Site Plan Approval by the City Council under Section 9.3 of the Zoning Ordinance. The Developer's proposal consists of Five Phases:

Phase I: Building 5: 7 Floor Parking Deck with not less than 840 parking spaces.

Phase II: Building 2: 7 Floor Mixed Use Building with 100 units and not less than 15,000 sf nonresidential space.

Phase III: Building 4: 5 Floor Mixed Use Building with 62 units.

Phase III: Building 3: 6 Floor Mixed Use Building with 86 units and not less than 13,000 sf nonresidential space.

Phase III: Building 1: 5 Floor Mixed Use Building with not less than 50 units.

2. Rental Apartment Units.

The Developer will construct approximately 300 apartments for rent. All of the apartments shall be market rate. The apartments will have the following approximate bedroom mix:

One bedroom	65%
Two bedroom	35%

3. Nonresidential Space.

The Project will provide approximately 50,000 square feet of leasable space for restaurants, retail, office, and fitness facilities on land owned by the City. The final amount of leasable space will be determined during construction permitting.

4. Indoor and Outdoor Amenities.

The Developer wil provide amenity space, both indoor and outdoor. Such space may include a club room, fitness center, fitness pod rooms, coworking space, zoom rooms, game lounges and sports simulator, sky lounge, pet spa, and outdoor spaces for recreational or social use. The Developer shall construct an outdoor ice rink in a prominent location mutually agreeable to the City. The Developer shall include construction of public bathroom space(s) in locations mutually agreeable to the City. Developer shall work with

the City to create a proper memorial onsite to former City Councillor Herbert H. Goecke, Jr., for whom the current parking deck is named after.

5. Food Hall.

The development shall include a food hall on the ground floor of Building 5. The food hall will offer educational programs in conjunction with the Lupoli Family Culinary Arts Institute. The food hall may offer seasonal dining outdoors to the rear of the proposed building. Such seating shall comply with Chapter 222 of Article XII of the City Code, ss. 66-72. The food hall will be constructed as part of Phase I of the Project.

C. PARKING

1. Overview.

The Developer shall include approximately 840 parking spaces for the Project, constructed in phases. Phase I shall include a new parking deck that will accommodate approximately 840 +/- parking spaces. The parking deck will be no more than seven floors in height. Phase III shall also include approximately 24 parking spaces constructed as part of Building 4. Additional parking may be added as a result of the study or peer review described in Paragraph C.2. Developer may redesign buildings to accommodate additional parking as needed for the project based on market demands and design constraints.

2. Parking Study.

The Developer shall engage a qualified parking consultant to assist in the preparation of the application for the required Site Plan Approval. That qualified parking consultant will develop a parking study which complies with the Zoning Ordinance and which shall show adequate parking to meet the needs of the Project and the needs of existing and future downtown businesses. For the purposes of any restaurant use, the parking study may include provisions for valet or other assisted parking. That parking study shall be submitted as part of the Site Plan Approval application. The parking study may be peer reviewed and approved by the City's parking consultant, if any, prior to being submitted as part of the application.

3. Existing Easements and Licenses.

The following entities have the benefit of an existing easement or license to park in the Goecke Deck and/or other municipal property near the Project site:

Pentucket Medical Associates
Harbour Place
Brigham Circle Trust, Neil A. Tagerman, Trustee
Salvation Army

While the new parking deck is being constructed, the City and the Developer shall cooperate to provide temporary parking to these entities in an amount sufficient to address day to day requirements. These entities shall have the right to purchase licenses to park in the new deck at the prevailing price effective today for a period of five (5) years from the issuance of the certificate of use and occupancy for the new parking deck.

Before the new parking deck has been been issued its certificate of use and occupancy, the City and the Developer shall cooperate to establish long-term parking rights for these entities, proportional to existing rights and benefits.

Parking in the new parking deck will be available for public use 24/7/365. No spaces shall be assigned other than spaces assigned by lease, easement or license and approved by the City.

D. PROJECT SECURITY, OPERATION, AND MAINTENANCE

1. Overview.

Unless otherwise expressly excepted, the Developer shall have the following perpetual obligations with regard to Project security, operation, and maintenance.

2. Safety and Lighting.

The Project shall be served by 24/7 security cameras in locations shown on the final approved Site Plan. All outdoor lighting shall conform with Section 6.3 of the Zoning Ordinance. The location of outdoor lighting fixtures shall be shown on the final approved Site Plan.

3. Maintenance and Plowing of Project Roads and Ways.

Developer shall be responsible.

4. Maintenance of Public Indoor and Outdoor Amenities.

Developer shall be responsible.

E. TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION

1. Commencement.

The Developer shall commence construction of the Project in accordance with the following schedule:

Phase I on or before Spring 2023

Phase II	on or before Spring 2024
Phase III	on or before Fall 2024
Phase IV	on or before Spring 2025

2. Completion.

The Developer shall complete construction of the Project in accordance with the following schedule:

Phase I	on or before Summer 2024
Phase II	on or before Spring 2025
Phase III	on or before Fall 2025
Phase IV	on or before Spring 2026

3. Extension of Time.

The Developer may request extensions for commencement or completion of any Phase of the Project, and the City, acting reasonably, may approve the request at its discretion.

4. **Default.**

Failure of the Developer to comply with the provisions of this Section E, without the benefit of an extension of time to perform, shall constitute a default and the City may elect to purse the remedies set forth in Section F, herein.

F. PROVISIONS RELATING TO RIGHTS, REMEDIES AND PROCEDURES IN THE EVENT OF A DEFAULT.

I. PRIOR TO THE CLOSING.

The provisions of this Section F.I shall apply only prior to the recording of the deed to the Property.

1. Default By Developer.

If Developer shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than sixty (60) days after written notice to Developer specifying the alleged default (the "First Cure Period") or, if such default (other than a payment default) shall be reasonably expected to take more than sixty (60) days to cure, the City and Developer shall agree upon a longer period of time within which such cure shall be completed (the "Extended Cure Period"), and if such default is continuing at the expiration of such First Cure Period or the Extended Cure Period, as applicable the City shall have the right to (i) terminate this Agreement and the Purchase

and Sale Agreement executed in connection herewith; or, (ii) withhold any approvals to be issued by any municipal agency or official of the City; or, (iii) exercise any other remedy available at law or in equity, including commencing an action for specific performance. The City agrees that if, within fifteen (15) days after Developer's receipt of a written notice of a claim of default, Developer shall give written notice to the City that Developer contests the same, then the City shall not have the right to exercise any of the foregoing rights in respect thereto until such claim shall have been finally adjudicated in such contest. Developer agrees to diligently prosecute any such contest and if such adjudication is in favor of Developer, then Developer shall be reimbursed by the City its reasonable legal fees and other expenses in prosecuting such contest by the City. If Developer has not commenced such action within forty five (45) days of such written notice to the City, Developer shall be deemed to have abandoned the right to contest such default and the City may exercise any of its remedies hereinbefore described without any further delay. If such matter is determined adversely to Developer, Developer shall have thirty (30) days (or, other than with respect to any required payments, such longer period of time as agreed to between the City and Developer) to effect such cure (the "Second Cure Period"). In addition thereto, Developer shall reimburse the City, within such thirty (30) day period its reasonable legal fees and other expenses in defending any such contest. If, after such adjudication in favor of the City, the default is not cured within the Second Cure Period, the City shall have the rights hereinbefore described but there shall be no further right of appeal by Developer.

2. Default By City.

If the City shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than thirty (30) days after written notice to the City specifying the alleged default (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time not to exceed sixty (60) days), Developer shall have the right to (i) terminate this Agreement; or (ii) exercise any other remedy available at law or in equity, including commencing an action for specific performance.

II. AFTER THE CLOSING.

The provisions of this Section F.II shall apply only after the recording of the deed to the Property.

2. Developer's Failure or Refusal.

If the Developer shall fail or refuse to commence construction as hereinbefore described or, after commencing construction, to construct the Project as required by this Agreement or by the Permits, the City shall in writing notify the Developer of such failure or violation. Except as provided in Section G, below the Developer shall thereupon have ninety (90) days from the receipt by it of such written notice to commence to cure such failure or

violation, and shall thereafter diligently pursue such cure. The City may enforce the provisions of this section by an action in a court of appropriate jurisdiction to compel specific performance unless the Developer can reasonably demonstrate to the City that such failure or violation is due to the unavailability of financing to complete the Project upon terms and conditions then prevailing in the Greater Boston area or to such other economic circumstances that would make the completion of the Project impracticable or economically infeasible. In the event the City prevails in such action, the Developer shall pay the City's attorney fees and costs.

G. PROVISIONS RELATING TO RIGHT TO MORTGAGE

1. Mortgage of Property by Developer.

Notwithstanding any other provisions of this Agreement, the Developer shall at all times have the right to encumber, pledge, or convey its rights, title and interests in and to the Property, or any portion or portions thereof by way of a bona fide acquisition, or construction or permanent mortgage to secure the payment of any loan or loans obtained by the Developer to finance the acquisition of the Property and the development, construction, repair or reconstruction of the Project, or to refinance any outstanding loan or loans therefor obtained by the Developer for any such purpose or to establish permanent mortgages (the "Permitted Loan Purposes"); provided, however, that the Developer shall give written notice to the City of its exercise of its rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the City may require. Such notice shall be given at the time of recording of such mortgage. Prior to completion of the Project, the Property shall not be used as collateral for any purpose other than the Permitted Loan Purposes. Developer shall provide a copy of its commitment for construction financing promptly after written acceptance of the terms thereof.

The holder of any such mortgage (including a holder who obtained title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this Agreement to construct or complete the Project or to guarantee such construction or completion, but shall have the options described herein.

In the event that a mortgagee or proposed mortgagee of the Property provides a written request for an amendment of this Agreement, and such request details the reasons for such amendment, the City shall promptly consider such amendment, and in the event that the City decides, acting reasonably, that such amendment is consistent with the purposes and objectives of this Agreement, the City shall enter into such amendment with the Developer. All costs and expenses incurred by the City in connection with such amendment and the approval thereof, shall be paid by the Developer.

2. Rights and Duties of Mortgagee Upon Acquisition Prior to Completion.

If a mortgagee acquires fee simple title to the Property or any part thereof, either by foreclosure or deed in lieu of foreclosure prior to the completion of the Project, the mortgagee shall have the following options:

a. Complete construction of the Project in accordance with the Permits, any approved modifications thereof, and this Agreement, and in all respects comply with the provisions of this Agreement; or

b. Sell, assign, or transfer fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement in respect to the Property or part thereof, by written instrument complying with the terms hereof satisfactory in form to the City and recorded forthwith in the Essex South District Registry of Deeds (the "Assumption Notice"). Such purchaser, assignee or transferee shall not be entitled to apply for or receive a building permit for any of the Project unless such Assumption Notice is recorded and evidence thereof has been provided to the Building Commissioner.

The City shall retain all of its rights hereunder with respect to such purchaser, assignee or transferee, with respect to the Project and with respect to the mortgagee in the event that it elects to exercise its rights pursuant to Subsection G.2, hereof.

In the event that a mortgagee elects to complete construction pursuant to this Subsection G.2, or sells, assigns or transfers pursuant to subparagraph G(2)(ii) above, the City shall extend the time limits set forth herein as shall be reasonably necessary to complete construction of the Project, and upon such completion, the mortgagee or purchaser, as the case may be, shall be entitled to receive the Certificate of Completion regarding the Project from the City.

In no event shall any mortgagee be responsible for breaches of this Agreement occurring prior to the time it acquires title or takes possession of the Property or after it shall convey such title or possession.

H. NOTICES OF BREACHES TO MORTGAGEES OR TO THE CITY

If the City gives written notice to the Developer of a default under this Agreement and the Developer fails to remedy such default as required herein, the City shall forthwith, after such failure furnish a copy of the notice of default, and a statement that such default has not been cured to each of the mortgagees of record of the Property who have provided construction financing for the Project. To facilitate the operation of this Section H, the Developer shall at all times keep the City provided with an up-to-date list of names and addresses of mortgagees from whom the Developer has obtained loans as permitted under this Agreement. Any such mortgagee or holder may notify the City of its address and

request that the provisions of this Section H as it relates to notices apply to it. The City agrees to comply with any such request.

The Developer shall use its best efforts to have the mortgagees provide to the City a copy of any default notice provided by them to the Developer.

I. MORTGAGEE MAY CURE BREACH OF DEVELOPER

If the Developer has received written notice from the City of a default under this Agreement and such breach is not cured by the Developer before the expiration of the period provided therefor, the holders of record of construction mortgages on the Property as permitted under this Agreement may cure any breach upon giving written notice of their intention to do so to the City within ninety (90) days after such holder receives written notice of such breach from the City, and shall thereupon proceed with due diligence to cure such breach. In the event any mortgagee elects to complete the Project as herein provided, a reasonable extension of time for performance will be granted by the City to enable the mortgagee to complete construction of the Project, and following the completion of the Project in accordance with the provisions of this Agreement and of the Permits, such mortgagee shall be entitled to receive the Certificate of Completion regarding the Project from the City.

J. REMEDIES FOR OTHER BREACHES

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.

K. CITY BOARDS

In the event that any permit granting authority having jurisdiction over the Project imposes any condition or requirement that is inconsistent with any provision hereof, but is acceptable to the Developer, the City shall grant an amendment hereto, upon the request of the Developer, in form and substance reasonably acceptable to the City for the purpose of bringing the requirement of this Agreement into conformity with the conditions required by the Permits. Any such amendment by the City shall be made in an expeditious manner.

L. AMENDMENTS

No amendment hereto shall be effective until recorded in the Essex South District Registry of Deeds.

M. MISCELLANEOUS PROVISIONS

1. Transfer.

The initial ownership of the Project shall be vested in a single purpose limited liability company (the "LLC"), the manager of which shall be Salvatore N. Lupoli or another limited liability company. Neither ownership nor management of the Project, nor a majority interest in the LLC shall be leased, alienated, mortgaged or transferred (other than as permitted herein) without the express written permission of the City Council, such permission not to be unreasonably withheld or delayed. A copy of the appropriately redacted Operating Agreement for the LLC, showing the members names and their respective percentage membership interests shall be provided to the City at closing. The City acknowledges that with the consent of the City, as referenced above, portions of the Project may be leased, alienated, mortgaged or transferred to separate entities which are owned or controlled by a principal of the Developer. If the City so consents to the transfer of a portion of the Project, then any failure of the transferee or its successors or assigns to comply with the provisions of this Agreement with respect to such portion shall only affect that portion and shall not affect the remainder of the Project. Each owner of a portion of the Project shall only have responsibility to the City under this Agreement with respect to the portion owned by it.

2. Compliance.

During the processing of the application for the building permit, the Developer shall submit all necessary evidence, to the satisfaction of the Planning Board, to show compliance with the terms of this Agreement.

3. Intent to Bind Successors and Assigns.

The foregoing obligations shall run with the Property and shall be binding upon and inure to the benefit and burden of the Developer, its successors and assigns, and to the extent legally permissible, the City. This Agreement shall be recorded with the Essex South District Registry of Deeds together with the deed to the Property. This Agreement shall be recorded prior to any mortgages on the Property and shall have priority over all liens, mortgages and encumbrances.

4. Effect; Amendment.

This Agreement shall not take effect until voted and executed by the City Council. Upon such vote, this Agreement shall not be amended in any material respect except by a further majority vote of the City Council.

5. Required Notice.

Unless otherwise specified in this Agreement, any notice to be given under this Agreement shall be in writing and signed by the party (or the party's attorney) and shall be deemed to have been given (a) when delivered, if delivered by hand, or (b) two business days after the date mailed, if mailed by registered or certified mail, all charges prepaid, in either event addressed as follows:

In the case of the City to:

Mayor James J. Fiorentini
4 Summer Street, Room 100
Haverhill, MA 01830

With a copy to:

William D. Cox, Jr., Esq., City Solicitor
4 Summer Street, Room 100
Haverhill, MA 01830

In the case of the Developer to:

192 Merrimack Street, LLC
290 Merrimack Street Lawrence, MA 01842

With a copy to:

Edward S. Hershfield, Esq.

Greenberg Traurig, LLP
One International Place, Suite 2000
Boston, MA 02110

By such notice, either party (or such party's attorney) may specify a new address, which thereafter shall be used for subsequent notices.

6. Effective Date of Agreement.

This Agreement shall be effective as of the date it shall be executed by both Developer and the City.

7. Dispute Resolution.

Prior to the initiation of any court proceeding involving the terms of this Agreement or either party's performance thereunder, the City and Developer agree that such disputes shall

be first subject to nonbinding arbitration or mediation, for a period not longer than ninety (90) days.

8. Purchase & Sale of the Property

This Development Agreement is a rider to the Purchase and Sale Agreement. To the extent matters are addressed in such Purchase and Sale Agreement such Purchase and Sale Agreement shall control.

9. Applicable Law; Construction.

This Agreement has been executed within the Commonwealth of Massachusetts. The rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts.

This Agreement is the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

Executed under seal as of the date first above written.

(Signatures on following page)

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

CITY OF HAVERHILL

Acting by and through its Mayor

_____

James J. Fiorentini

LUPOLI COMPANIES, LLC,

By: _____

Name: Salvatore N. Lupol

Title: Principal/Manager

Approved as to Matters of Form:

_____

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

Hearing March 8, 2022

February 15th, 2022

Re: 229 Water Street
Site Plan Special Permit
Issued to Larvanco, LLC, October 27, 2020 major modification
Owner/Applicant: Water Landing, LLC

To whom it may concern,

The City Council issued a Special Permit for this property which allowed for the construction of a single building with nine (9) residential units.

I am submitting a request for a modification on the exterior of the building from the previous approved plans on October 27, 2020. The exterior has changed in regards to the roof and dormers. To fit the required elevator shaft in the attic area the roof design changed and the dormers were eliminated. The allowed height in this zone is 74', which we are proposing a mean average roof height of 57.5' well below zoning bylaws allowed height. In our opinion the buildings design is more attractive Additionally we removed the dormers on the new design.

Thank you,

Robert Johnson

Haverhill

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

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

Notice is hereby given that a hearing will be held for all parties interested, in a hybrid meeting (virtual/in person),on Tuesday, March 8 2022, at 7:00 PM on an application for a Special Permit Major Modification #91046, from Robert Johnson for owner/applicant Water Landing LLC for modification of Special Permit issued for 229 Water St (issued by City Council on October 27 2020). The applicant is requesting modification to exterior of building, specifically roof and dormers, to allow for the installation of an elevator shaft. (*residents who are interested in commenting on this special permit modification will need to call the City Council office number 978-374-2328 - Once they call in, their phone number will be taken and they will be called back and allowed into the meeting in the order in which they called in. Residents will need a phone and be willing to give their phone number to the person answering the phone in order for them to get the call back)*. Interested parties may also log onto Haverhillspeaks.org to review documents and make comments before the hearing.

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

Linda L Koutoulas
City Clerk

City of Haverhill, MA

02/24/2022

91046

City Council Special Permit MAJOR MODIFICATION

Status: Active

Date Created: Feb 15, 2022

Applicant

Robert Johnson
rjohnson@johnsonconstructioncorp.com
14 Lexington St
14 Lexington St
Stoneham, MA 02180
781-816-3904

Location

229 WATER ST
Haverhill, MA 01830

Owner:

WATER LANDING LLC
14 LEXINGTON ST STONEHAM, MA 02180

Important: Please Read Before Starting Your Application

Applicant Information

What is Your Role in This Process?
Owner

Applicant Business/Firm Name
Water Landing LLC

Applicant Business/Firm Phone
7818163904

Applicant Business/Firm Address
14 Lexington St

Applicant Business/Firm City
Stoneham

Applicant Business/Firm State
MA

Applicant Business/Firm Zip
02180

Modification Information

Original Application Number
93

New Field
--

Hearing Waiver

Agrees
Yes

Agreement & Signature

Agrees
☑

PLEASE READ

ISSUED FOR PERMIT - 02/08/2022

229 WATER STREET, HAVERHILL, MASSACHUSETTS

229 WATER ST.

JOHNSON CONSTRUCTION MANAGEMENT

ARCHITECT

context
a collaborative design workshop

ARCHITECTURAL

STRUCTURAL

CIVIL

ELECTRICAL & LIGHTING

FIRE ALARM

FIRE PROTECTION

PLUMBING

MECHANICAL

ABBREVIATIONS

ACT	ACOUSTICAL CEILING TILE
ADA	AMERICANS WITH DISABILITIES ACT
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
AV	AUDIO VISUAL
BLDG	BUILDING
BLKG	BLOCKING
BOT	BOTTOM OF
CAB	CABINET
CFMF	COLD FORMED METAL FRAMING
CLG	CEILING/CEILING
CLR	CLEAR
CL	CENTERLINE
COL	COLUMN
CONT	CONTINUOUS
CMU	CONCRETE MASONRY UNIT
C.J.	CONTROL JOINT
DTL	DETAIL
DIM	DIMENSION
DWN	DOWN/DOWN
DN	DOWN
DWG	DRAWING
E	EXISTING
EL	ELEVATION
EQ	EQUAL/EQUAL
FD	FLOOR DRAIN
F.O.	FACE OF
F.O.C.	FACE OF CONCRETE
F.O.F.	FACE OF FINISH
F.O.S.	FACE OF STUD
GFCI	GROUND FAULT INTERRUPTOR CIRCUIT
GVM	GALVANIZED SHEET METAL
GWB	GYPSUM WALLBOARD
HVAC	HEATING, VENTILATING, AND AIR CONDITION
HR	HOSE BIBB
HM	HOLLOW METAL
LGMF	LIGHT GAUGE METAL FRAMING
MAX	MAXIMUM
MO	MASONRY OPENING
MECH	MECHANICAL
MEP	MECHANICAL, ELECTRICAL, PLUMBING
MIN	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
N.T.S.	NOT TO SCALE
OF	OVER
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OPNG	OPENING
OPP	OPPOSITE
P.D.	PAINT GRADE
PLYWD	PLYWOOD
PTD	PAINTED
RD	ROOF DRAIN
REQ'D	REQUIRED
RO	ROUGH OPENING
SCHED	SCHEDULE
STD	STANDARD
SIM	SIMILAR
S.L.D.	SITE LANDSCAPE DRAWINGS
SQ	SQUARE
SPEC	SPECIFICATION
S.S.D.	SITE STRUCTURAL DRAWINGS
SDD	SPRINKLER SYSTEM
STL	STEEL
STRM	STORMWATER
STRUCT	STRUCTURAL
SYM	SYMMETRICAL
T	TREAD DEPTH
T&G	TONGUE AND GROOVE
THK	THICK
T.O.	TOP OF
TS	TUBULAR STEEL
TYP	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
V.I.F.	VERIFY IN FIELD
W/	WITH
W/O	WITHOUT
WD	WOOD
W/M	WATER MEMBRANE

PROJECT INFORMATION

OWNER

ROBERT JOHNSON
741 EXTENTION ST
STONEHAM MA 02180

KEITH@SINGLEHANDCONSTRUCTION.COM
TEL 781-876-3900

SCOPE OF WORK

NEW CONSTRUCTION OF A FULLY SPRINKLERED MULTI FAMILY BUILDING 5 STORIES 83 BEDROOM UNITS AND 11 BEDROOM 8-LEVEL UNIT & CONVERTED PARKING SPACES (IN LEVEL 1)

ZONING ANALYSIS	WOD	PROPOSED	COMMENTS
MIN. LOT AREA PER DWELLING UNITS	N/A	7500 SF	
MIN. LOT FRONTAGE	N/A	150'	
MIN. LOT DEPTH	N/A	120'	
MAX. FLOOR AREA RATIO	N/A	0.80 (WAS 0.72)	
BUILDING HEIGHT (STORIES / FEET)	N/A / N	5 / 57.5	
MAX. BUILDING COVERAGE	N/A	27.7%	
MIN. FRONT YARD	N/A	5'	
MIN. SIDE YARD	N/A	14.7'	
MIN. REAR YARD	N/A	15'	
SETBACK TO WETLANDS	N/A	50.5'	
OPEN SPACE REQUIREMENT	N/A	49%	
RESIDENTIAL DENSITY	30	19.7	
PARKING REQUIREMENT	1.5 PER UNIT	8 SPACES	

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH STATE, NATIONAL CODES, REGULATIONS AND RESTRICTIONS WHICH APPLY TO THIS PROJECT.
2. THE CONTRACTOR SHALL VISIT THE SITE AND BE KNOWLEDGEABLE OF CONDITIONS THEREON. THE CONTRACTOR SHALL INVESTIGATE, VERIFY AND BE RESPONSIBLE FOR ALL CONDITIONS OF THE PROJECT AND SHALL NOTIFY THE ARCHITECT OF ANY CONDITIONS REQUIRING MODIFICATION BEFORE PROCEEDING WITH THE WORK.
3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND POSTING ALL NECESSARY VALID CONSTRUCTION PERMITS FROM ALL LOCAL, STATE AND FEDERAL AUTHORITIES HAVING JURISDICTION PRIOR TO THE START OF ON-SITE CONSTRUCTION.
4. THE CONTRACTOR SHALL KEEP ALL BUILDING MEANS OF EGRESS CLEAR OF ANY OBSTRUCTIONS AT ALL TIMES.
5. THE GENERAL CONTRACTOR MUST COORDINATE WITH THE BUILDING FACILITIES MANAGER ALL ACTIVITIES INCLUDING, BUT NOT LIMITED TO WORK WHICH WILL GENERATE EXCESSIVE NOISE, NOISE AND MODIFICATION TO UTILITIES. WORK MUST NOT INTERFERE WITH EXISTING SMOKE DETECTORS, ALARMS OR BUILDING SYSTEM MANAGEMENT.
   5.1. THE GENERAL CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH ANY TENANT DESIGN AND CONSTRUCTION MANUAL AND ANY OTHER BUILDING OWNER OR BUILDING STANDARDS.
6. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION ACTIVITIES, MATERIALS, MEANS AND METHODS. THE CONTRACTOR IS TO COORDINATE ALL SUBCONTRACTORS TO COMPLETE THE FULL SCOPE OF WORK AS INDICATED IN THE CONSTRUCTION DOCUMENTS.
   6.1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROPERLY LAYING OUT THE WORK AND FOR ALL LINES AND MEASUREMENTS FOR THE WORK.
   6.2. BUILDING OR SITE COMPONENTS WHICH ARE AFFECTED OR DAMAGED BY THE WORK SHALL BE REPLACED OR RESTORED TO ORIGINAL CONDITION AND COLOR, OR AS APPROVED BY THE OWNER.
   6.3. WHERE THE DESIGN INTENT CANNOT BE DETERMINED FROM THE DRAWINGS, CONSULT THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. (312) 780-9656
7. THE CONTRACTOR SHALL VERIFY THE DIMENSIONS SHOWN ON THE DRAWINGS BEFORE LAYING OUT THE WORK AND SHALL BE HELD RESPONSIBLE FOR ANY ERRORS OR INACCURACIES RESULTING FROM FAILURE TO DO SO.
   7.1. DETAILS SHOWN ARE INDICATIVE OF THE CHARACTER, PROFILES, MATERIALS AND SYSTEMS REQUIRED FOR THE WORK INCLUDING THOSE CONDITIONS NOT COVERED BY SPECIFIC DETAILS.
   7.2. DIMENSIONS SHALL GOVERN. DO NOT SCALE THE DRAWINGS. WHERE THERE APPEARS TO BE A CONFLICT OR WHERE DIMENSIONS CANNOT BE DETERMINED, CONSULT THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
   7.3. ALL DIMENSIONS ARE TO INSIDE FACE OF WALLS.
   7.4. UNLESS SHOWN OTHERWISE, ALL DOORS SHALL BE LOCATED SUCH THAT THERE IS A 2 INCH WALL RETURN BETWEEN THE JAMB FRAME AND THE ADJACENT PERPENDICULAR WALL.
8. CONSULT WITH THE ARCHITECT OR ENGINEER BEFORE PENETRATING ANY JOISTS, BEAMS OR OTHER STRUCTURAL MEMBERS.
9. ALL CONSTRUCTION MATERIALS AND EQUIPMENT ARE TO BE STORED NEATLY WITHIN THE SCOPE OF WORK AREA ONLY.
10. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
   10.1. SUBMIT SHOP DRAWINGS AND SAMPLES FOR ALL STEEL, MILLWORK, SIGNAGE, HARDWARE AND INTERIOR FINISHES.
   10.2. SUBMIT PRODUCT DATA FOR FIXTURES AND HARDWARE.
   10.3. ALL INTERIOR AND EXTERIOR FINISHES, COLORS AND MATERIALS ARE TO BE SELECTED AND APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.
   10.4. ALL INTERIOR FINISHES AND FURNISHINGS ARE TO BE CLASS 'A' FIRE RATED AND ARE TO COMPLY WITH MASSACHUSETTS BUILDING CODE AND THE BOSTON FIRE CODE.
   10.5. ALL WOOD COMPONENTS SHALL BE FIRE TREATED.
   10.6. CONFIRM THAT ALL MATERIALS AND FINISHES, INCLUDING THEIR FABRICATION AND INSTALLATION WILL NOT RELEASE FUMES OR AROMAS WHICH MAY BE A HAZARD OR NUISANCE TO PERSONNEL.
11. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PANEL CONTROL AND CIRCUIT DESIGN AND FOR COMPLIANCE WITH ALL BUILDING, LIFE SAFETY, AND STATE AND NATIONAL ELECTRICAL CODES WHICH MAY APPLY.
   11.1. ALL EXPOSED UTILITY WIRES AND PIPES SHALL BE INSTALLED IN A WAY THAT DOES NOT OBSTRUCT OR PREVENT THE CLEANING OF FLOORS, WALLS AND CEILINGS. THEY SHALL BE INSTALLED A MINIMUM OF 6" OFF OF FLOORS AND 1" OFF OF WALLS, CEILINGS OR ADJACENT PIPES OR WIRES.
12. WHERE APPROPRIATE, EXISTING SPRINKLER HEADS, ALARM SYSTEM AND DETECTORS ARE TO REMAIN. MODIFY LOCATIONS ONLY WHERE CEILING IS ALTERED OR AS INDICATED ON FIRE PROTECTION DRAWINGS.
13. EQUIPMENT INFORMATION AND SPECIFICATIONS, INCLUDING EQUIPMENT SUPPLIED BY THE OWNER, ARE TO BE THE MOST CURRENT AT THE TIME OF DOCUMENTATION PREPARATION.
   13.1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT DIMENSIONS AND EQUIPMENT CONNECTION REQUIREMENTS.
   13.2. MAKE ALL FINAL CONNECTIONS, INSTALL THE SET UP IN WORKING ORDER, CHECK WARRANTIES, TEST AND NOTE VOID WARRANTIES.
   13.3. COORDINATE WITH THE OWNER DELIVERY, STORAGE AND INSTALLATION OF ALL EQUIPMENT INCLUDING THAT SUPPLIED BY THE OWNER.
14. PROVIDE ALL TEMPORARY FACILITIES AND SERVICES, CONSTRUCTION AND SUPPORT FACILITIES AND SECURITY AND PROTECTION AS NEEDED TO PROTECT NEW AND EXISTING CONSTRUCTION FOR THE DURATION OF THE WORK.
15. ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE UNLESS OTHERWISE SPECIFIED FOR A LONGER PERIOD OF TIME FOR A CERTAIN ITEM.
16. SEAL AND CAULK AROUND ALL PENETRATIONS, CRACKS AND CREVICES AND ANY OPENINGS CAPABLE OF HARBORING INSECTS OR RODENTS.
17. EMPLOY EXPERIENCED WORKERS FOR FINAL CLEANING. CLEAN TO COMMERCIAL BUILDING PROGRAM STANDARDS.
   17.1. DISPOSE OF ALL WASTE AND DEBRIS OFF THE PREMISES.

SEAL

#		
1	02/08/22	ISSUED FOR CONSTRUCTION

LIST OF DRAWINGS, GENERAL NOTES

PROJECT No. 1801
DATE 02/08/22
SCALE AS INDICATED

SHEET No. A-0.0

CODE SUMMARY, 780 CMR 9th Edition

Issued Date: 02/08/22

The following code summary is based on plans dated October 26th, 2021

Building Overview: Multifamily dwelling permitted by special permit from City Council (CC)

Applicable Codes:

Code Type	Applicable Code (Model Code Basis)
Building	780 CMR: Massachusetts Building Code (9th Edition) (Amended International Building code 2015, International Residential Code 2015 and the 2015 International Existing Building Code with Massachusetts Amendments)
Energy	2015 International Energy Conservation Code (IECC)
Fire	527 CMR 1.00: Massachusetts Comprehensive Fire Safety Code (2021 NFPA 1 Fire Code with Amendments)
Accessibility	521 CMR: Massachusetts Architectural Access Board And Uniform Federal Accessibility Standards ADA: Americans with Disabilities Act
Electrical	527 CMR 12.00: Massachusetts Electrical Code (2014 NFPA 70 National Electrical Code with Amendments)
Elevator	
Mechanical	2015 International Mechanical Code with Amendments
Plumbing	248 CMR: Board of State Examiners of Plumbers and Gas Fitters - Uniform State Plumbing Code

Occupancy Classification: Group R-2
Group S-2

Height and Area: 5 stories, 57'-0"
Floor 1: 11'-0"
Floor 2: 21'-6"
Floor 3: 32'-0"
Floor 4: 42'-6"
Floor 5: 53'-0"

Construction Type: Types I B / V A

Height and Area Limitations:

A 1 hour horizontal separation is to separate Group R-2 from the rest of the building (Table 508.4, Section 510.4)
In a building containing mixed occupancies in accordance with Section 508, no individual occupancy shall exceed the height and number of story limits specified in this section for the applicable occupancies.

The tables below analyze the height and area of the building. The height and area of the Type I B garage are not limited.

Type VA R-2

Code Reference	Group R-2	
	Height	Area
Table 504.3, 504.4 & 506.2 Sprinklered	4 St, 60'	36,000
Total Allowed	4 St, 60'	36,000
Actual Height and Area	5 St, 59'-4"	13,920

Primary Structural Frame Fire Resistance Ratings:

The table shown below summarizes the requirements for Types I B and V A construction. This table is based upon 780 CMR Table 601.

Building Element	IBC Type I.B (Hours)	IBC Type V.A (Hours)
Structural frame including columns, girders, trusses	2A	1
Bearing walls Exterior	2	1
Bearing walls Interior	2A	1
Non-Bearing Walls and Partitions Exterior	0	0
Non-Bearing Walls and Partitions Interior	0	0
Floor Construction And associated secondary members	2	1
Roof Construction And associated secondary members	1B,C	1B,C

A. Roof supports: Fire-resistance ratings of primary structural frame and bearing walls are permitted to be reduced by 1 hour where supporting a roof only.
B. Except in Group F-1, H, M and S-1 occupancies, fire protection of structural members shall not be required, including protection of roof framing and decking where every part of the roof construction is 20 feet or more above any floor immediately below. Fire-retardant-treated wood members shall be allowed to be used for such unprotected members.
C. In all occupancies, heavy timber shall be allowed where a 1-hour or less fire-resistance rating is required.

Fire resistance Assemblies:

The table shown below summarizes the fire resistance ratings for various wall types in the building, and their opening protectives.

Building Element	Wall Type	Fire Resistance Rating (Hours)	Opening Protective Rating(Minutes)	IBC Type V.A (Hours)	
				Wall Type	Opening Protective
Shaft Enclosures	Fire Barrier	2	90	782.1.1/707	Tbl 716.5
Occupancy Separations	Fire Barrier	1	60	Tbl 508.4	Tbl 716.5
Stair and Hoist way enclosures (2 Stories)	Fire Barrier	2	90	1021.2/707	Tbl 716.5

Exterior Wall Openings & Fire Resistance Rating:

The exterior wall rating requirements and opening limitations are based on the fire separation distance for each wall. The fire separation distance is measured perpendicular to the exterior wall to the centerline of a public street, and interior lot line, or an imaginary lot line between two buildings on the same lot (IBC Section 704.3)

Exterior Wall Fire Resistance Rating (780 CMR Table 602)

Fire Separation Distance	Type of Construction	Fire Resistance Rating of Exterior Wall		Wall
		Group R-2	Group S-2	
<= 5 ft	All	1	1	
> 5 ft. to < 10 ft	I.A Others	1 1	1 1	
> 10 ft. to < 30 ft	I.A, I.B II.B, V.B Others	1 0 1	1C 0 1C	
>= 30 ft	All	0	0	

C. Open parking garages complying with Section 406 shall not be required to have a fire-resistance rating.

Means of Egress:

These mixed use stairs serve all five floors. Each stair discharges directly outside. The occupant load of each floor is calculated in the table below.

Occupant Load, 780 CMR Table 1004.1.2.

Floor	Area	Floor Area (ft2)	Floor Area Per Occupant (ft2/occupant)	Occupant Load
1 (Garage)	Lobby	282		
	Parking	2664	200 gross	14
	Utilities	109	300 gross	1
			Total for floor	15
2	Common Area	266		
	Units	2920	200 gross	15
			Total for floor	15
3	Common Area	366		
	Units	3442	200 gross	18
			Total for floor	18
4	Common Area	337		
	Units	3444	200 gross	18
			Total for floor	18
5	Common Area	322		
	Units	2920	200 gross	15
			Total for floor	15

Number of Exits: Based on the calculated occupant loads above, the following minimum number of exits is required from each floor level.

Number of Exits, 780 CMR Table 1006.3.1.

Floor	Occupant Load	Required Number of Exits	Number of Exits Provided
1	15	2	2
2	15	2	2
3	18	2	2
4	18	2	2
5	15	2	2

The building will be provided with the following exit capacities.

Exit Capacity, 780 CMR 1005.

Floor	Occupant Load	Exit Allowance (in/person)	Total Exit Capacity Required (persons)		Status
1	15	0.30(Stair) 0.20(Floor)	Exit through East Stair 36"/0.20=180	Exit through West Stair 36"/0.20=180	Compliant
			North Exit 72"/0.20=360	South Exit 72"/0.20=360	
			Total = 1080		
2,3,4,5	15, 18, 18, 15	0.30(Stair) 0.20(Floor)	East Stair 36"(floor)0.20=180 36"(stair)0.30=120	West Stair: 36"(floor)0.20=180 36"(stair)0.30=120	Compliant
			Total = 600		

Analysis: The building has adequate exit capacity for the occupant load.

Other egress requirements (more restrictive provision is noted):

- All exit doors serving more than 50 occupants must swing in the direction of egress travel (780 CMR 1010.1.2.1).
- Stair doors are not permitted to reduce clear width of the means of egress to less than ½ of the required width at any point. When fully open the door cannot project more than 7" into the required width (780 CMR 1005.7).
- Maximum Exit Access Travel Distance: Group R-2 and S-2: 125ft and 250ft respectively. These values apply to buildings equipped with an automatic sprinkler system. The most restrictive value of 125ft applies since the building are mixed occupancies. (780 CMR Table 1017.2).
- Common path of travel limits: 125ft. (780 CMR Table 1006.2.1)

Energy Requirements:

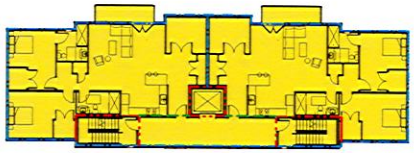
Massachusetts Energy Stretch Code: Chapter 4 - Residential Energy Efficiency - Residential Buildings, International Energy Conservation Code (IECC) 2015

1. Climate zone 5A per Table 301.1
2. Existing walls and ceilings: fill existing wall and ceiling cavities with insulation per IECC 503.1.1
3. Per IECC Tables 402.1.2 and R402.1.4, fenestration sull have a U-Factor of 0.30 or better
4. Skylights shall have a U-factor of 0.55 or better per 402.1.2 and 402.1.4
5. Vapor retarder is required to comply with R402.7.1 of the IECC and R702.7 of the international residential code. Vapor retarder is not required in basement or below grade walls
6. R402.1.2 - Ceiling: R-49; Wood Frame Wall: R-20 Or 13(Cavity)+5(Continuous), Floor R-30, Basement Walls And Crawl Spaces: R-15 Continuous Or R-19 In Cavity Or R-13 In Cavity With R-5 Continuous, Slab R-10

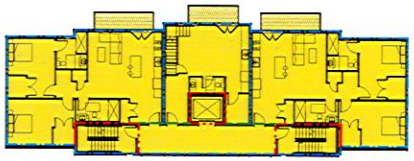
Accessibility Requirements:

8.1 CMR 521.9.3 - Building doesn't contains an elevator between ground and first level - units on first level must be constructed as Group 1 dwelling units, comply with 9.5, 42.06, 43.06 and 46.00
8.2 CMR 521.9.4 Building Does Not Contain 20 Or More Units

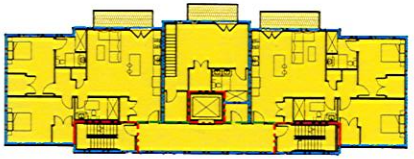
FIRST FLOOR: NO CONSTRUCTION



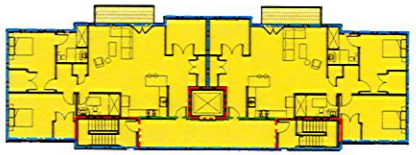
SECOND FLOOR: NO CONSTRUCTION



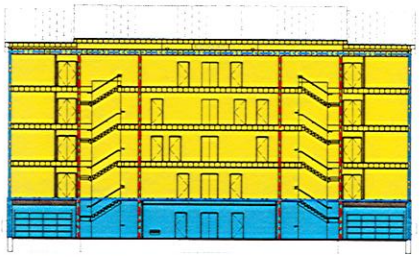
THIRD FLOOR: NO CONSTRUCTION



FOURTH FLOOR: NO CONSTRUCTION



FIFTH FLOOR: NO CONSTRUCTION



FIRE SEPARATION SECTION

229 WATER ST.

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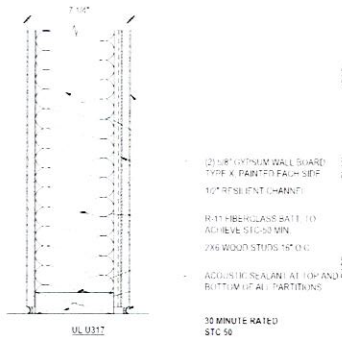
SEAL

#		
1	02/08/22	ISSUED FOR FIRE STANDPIPE REQUIREMENTS

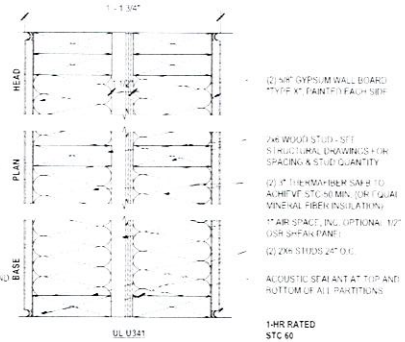
CODE & ENERGY
COMPLIANCE
ACCESSIBILITY
FIRE-RATED
SEPARATION

PROJECT No. 001
DATE 02/08/22
SCALE

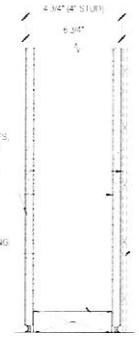
SHEET No. A-0.1



1 INT. CORRIDOR WALL
3/4" = 1'-0"



2 INT. UNIT DEMISING WALL
3/4" = 1'-0"

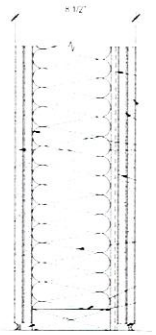


3 PLUMBING PARTITION (2x4)
3/4" = 1'-0"

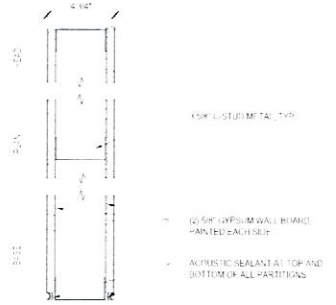
3A PLUMBING PARTITION (2x6)
3/4" = 1'-0"

4 INT. PARTITION PARTITION
3/4" = 1'-0"

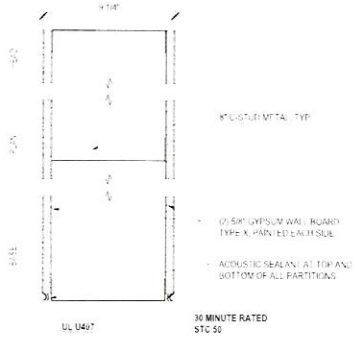
4A INT. PARTITION PARTITION (2X6)
3/4" = 1'-0"



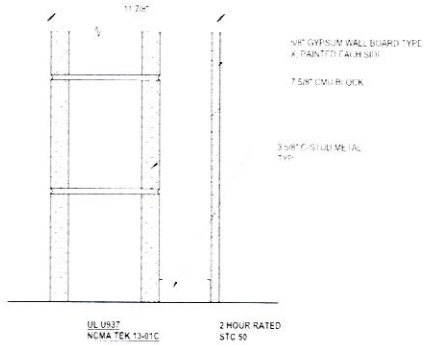
5 INT. STAIRCASE PARTITION
3/4" = 1'-0"



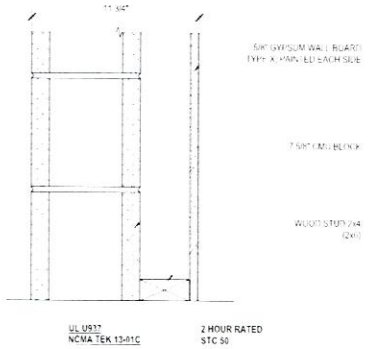
6 LGMF PARTITION WALL
3/4" = 1'-0"



6A LGMF PARTITION WALL (8" STUD)
3/4" = 1'-0"

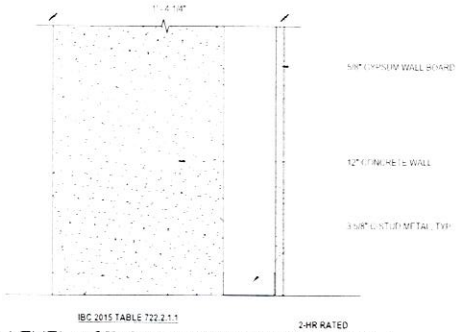


7 LEVEL 1 ELEVATOR WALL
3/4" = 1'-0"



8 ELEVATOR WALL (2x4)
3/4" = 1'-0"

8A ELEVATOR WALL (2x6)
3/4" = 1'-0"



9 LEVEL 1 STAIR/LOBBY CONCRETE WALL
3/4" = 1'-0"

229 WATER ST.

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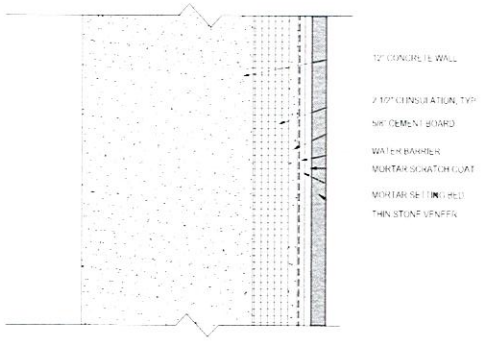
4	10/20/22	ISSUED FOR PERMIT CONSTRUCTION

INTERIOR PARTITION TYPES

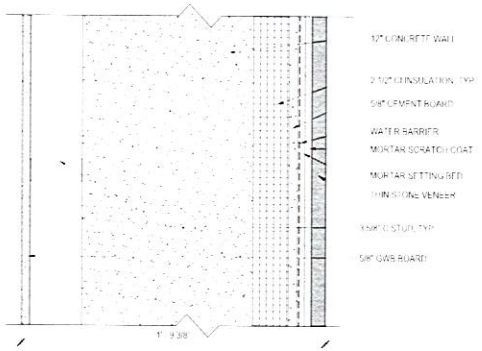
PROJECT No. 001
DATE 06/06/22
SCALE

SHEET No. A-0.2



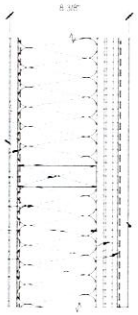
1-HR RATED
IBC 2015 TABLE 722.2.1.1

EWA1 LOBBY STONE VENEER ON CONCRETE
3/4" = 1'-0"



1-HR RATED
IBC 2015 TABLE 722.2.1.1

EWA1-A STAIR STONE VENEER ON CONCRETE
3/4" = 1'-0"



1-HR RATED
UL U309

EWA2 HORIZONTAL VINYL SIDING
3/4" = 1'-0"

229 WATER ST.

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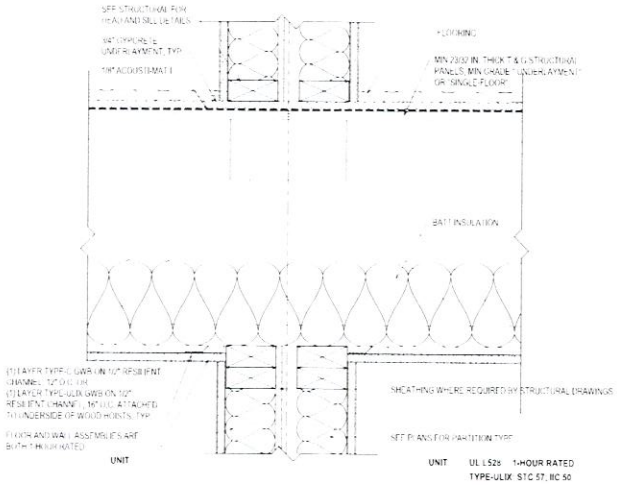
SEAL

#	DATE	DESCRIPTION
	02/08/22	ESDR 1 FOR CONSTRUCTION

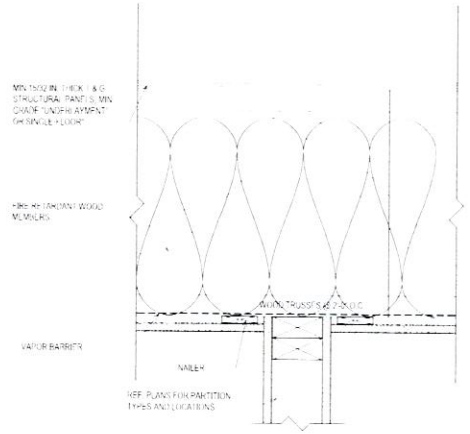
EXTERIOR WALL ASSEMBLIES

PROJECT No: 001
DATE: 02/08/22
SCALE:

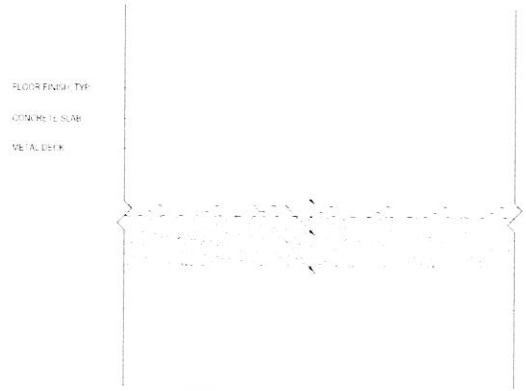
SHEET No: A-0.3



1 FLOOR-CEILING ASSEMBLY
3" = 1'-0"



2 ROOF-CEILING ASSEMBLY
3" = 1'-0"



3 LEVEL 1 FLOOR-CEILING ASSEMBLY
3" = 1'-0"

229 WATER ST.

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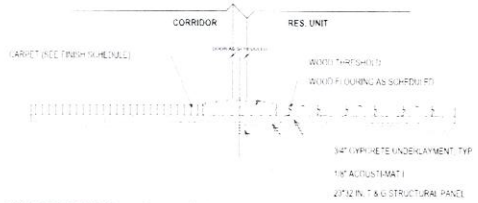
SEAL

#		
	10/08/22	FLOOR-CEILING ASSEMBLIES

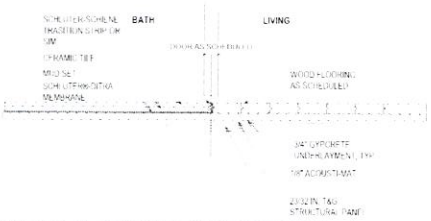
FLOOR AND ROOF ASSEMBLIES

PROJECT No. 007
DATE 10/08/22
SCALE AS NOTED

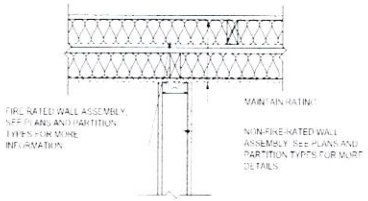
SHEET No. A-0.4



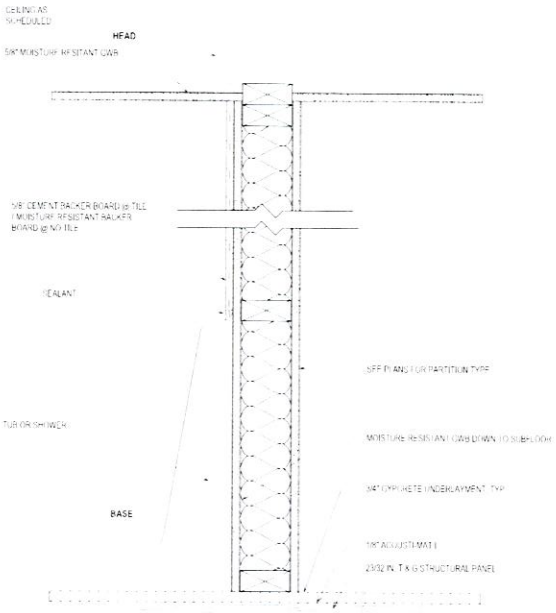
2 CARPET TO WD FLOOR TRANITION AT UNIT ENTRY
3/4" = 1'-0"



3 WOOD FLOOR TO TILE TRANSITION IN UNITS
3/4" = 1'-0"



4 FIRE RATED AND NON-FIRE-RATED PARTITION PLAN DETAIL
1 1/2" = 1'-0"



1 DETAIL AT SHOWER/TUB
3/4" = 1'-0"

229 WATER ST.

JOHNSON CONSTRUCTION MANAGEMENT

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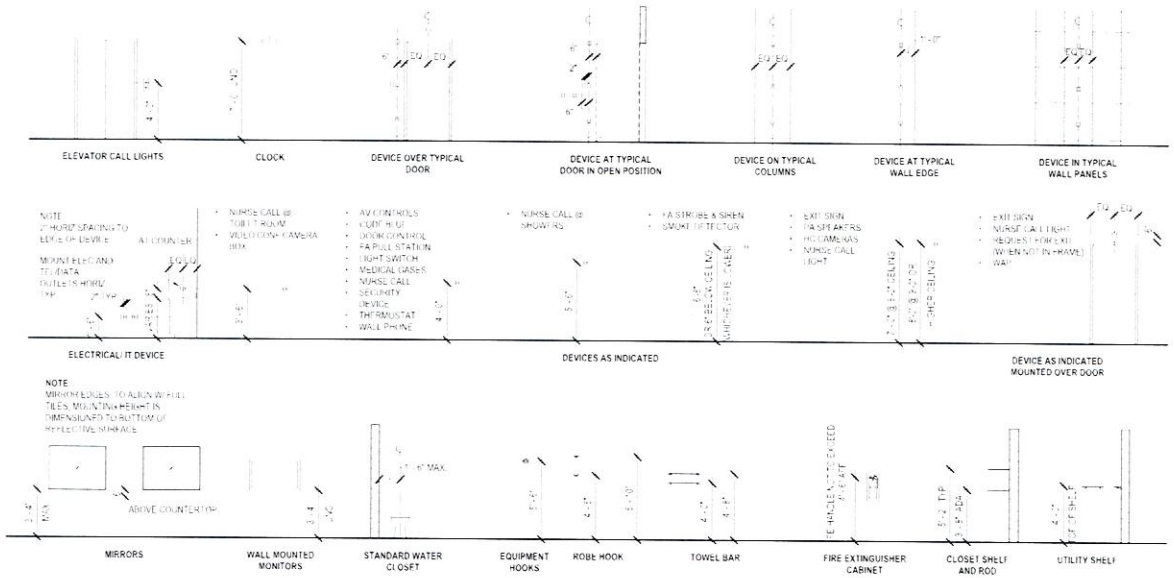
SEAL

INTERIOR DETAILS

PROJECT No.
DATE: 6/08/22
SCALE:

SHEET No.: A-0.5



1 TYPICAL MOUNTING HEIGHTS

229 WATER ST.

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SEAL

TYPICAL MOUNTING HEIGHTS

PROJECT No.
DATE
SCALE

SHEET No. A-0.6

PLAN GENERAL NOTES

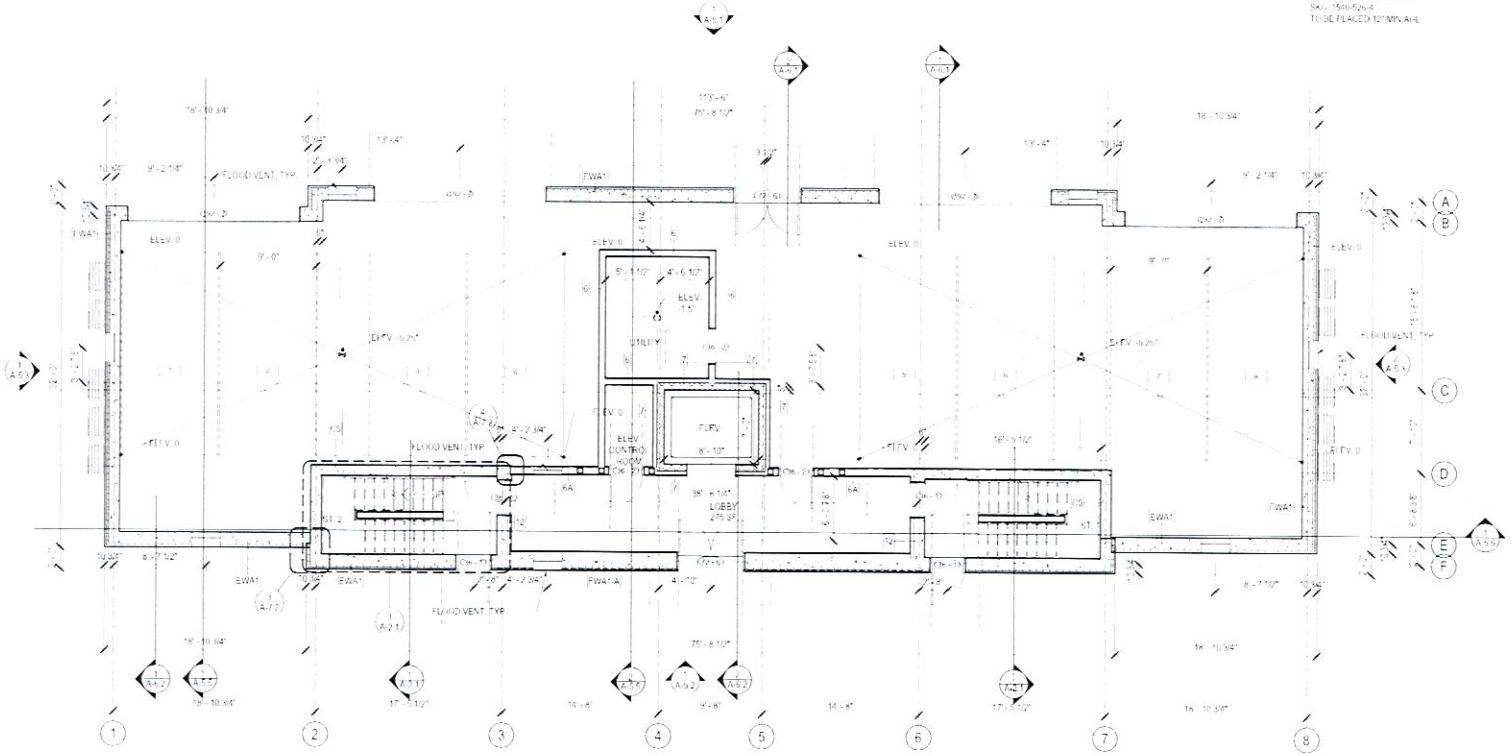
1. FOR PLOT OF LAND REFER TO ROBERGMAN & ASSOCIATES, INC. DATED 09/10/2021.

2. WINDOW LAYOUT DIMENSIONS TO CENTERLINE OF WINDOW UNLESS NOTED OTHERWISE.

3. FOR GENERAL INTERIOR DETAILS, MOUNTING INTERIOR PARTITION TYPES & OTHER TYPICAL DETAILS SEE A-9 SERIES.

4. SEE STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING & FIRE PROTECTION FOR DISCIPLINE DETAILS.

5. INSULATED FLOOD VENTS R.O. 3.5"X6.375"
   SKU: 1540-1502VZE (1540-0239) SS
   FLOOD VENT SEALING KIT
   SKU: 1540-6264
   TO BE PLACED 12" MIN AFE



1 LEVEL 1 OVERALL FLOOR PLAN
1/8"=1'-0"

TRUE NORTH

PROJECT NORTH

229 WATER ST.

JOHNSON CONSTRUCTION MANAGEMENT

ARCHITECT

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SEAL

LEVEL 1 OVERALL FLOOR PLAN

PROJECT No. 307
DATE 10/06/22
SCALE

SHEET No. A-1.1

PLAN GENERAL NOTES

1. FOR PLOT OF LAND REFER TO SERGOVAN & ASSOCIATES, INC. DATED 09/10/2020.

2. WINDOW LAYOUT DIMENSIONS TO CENTER LINE OF WINDOW UNLESS NOTED OTHERWISE.

3. FOR GENERAL INTERIOR DETAILS, MOUNTING INTERIOR PARTITION TYPES & OTHER TYPICAL DETAILS SEE A-0-SERIES.

4. SEE STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING & FIRE PROTECTION FOR DISCIPLINE DETAILS.

5. REFER TO A2.3, A2.4, A2.5 FOR INTERIOR DIMENSIONS.

229 WATER ST.

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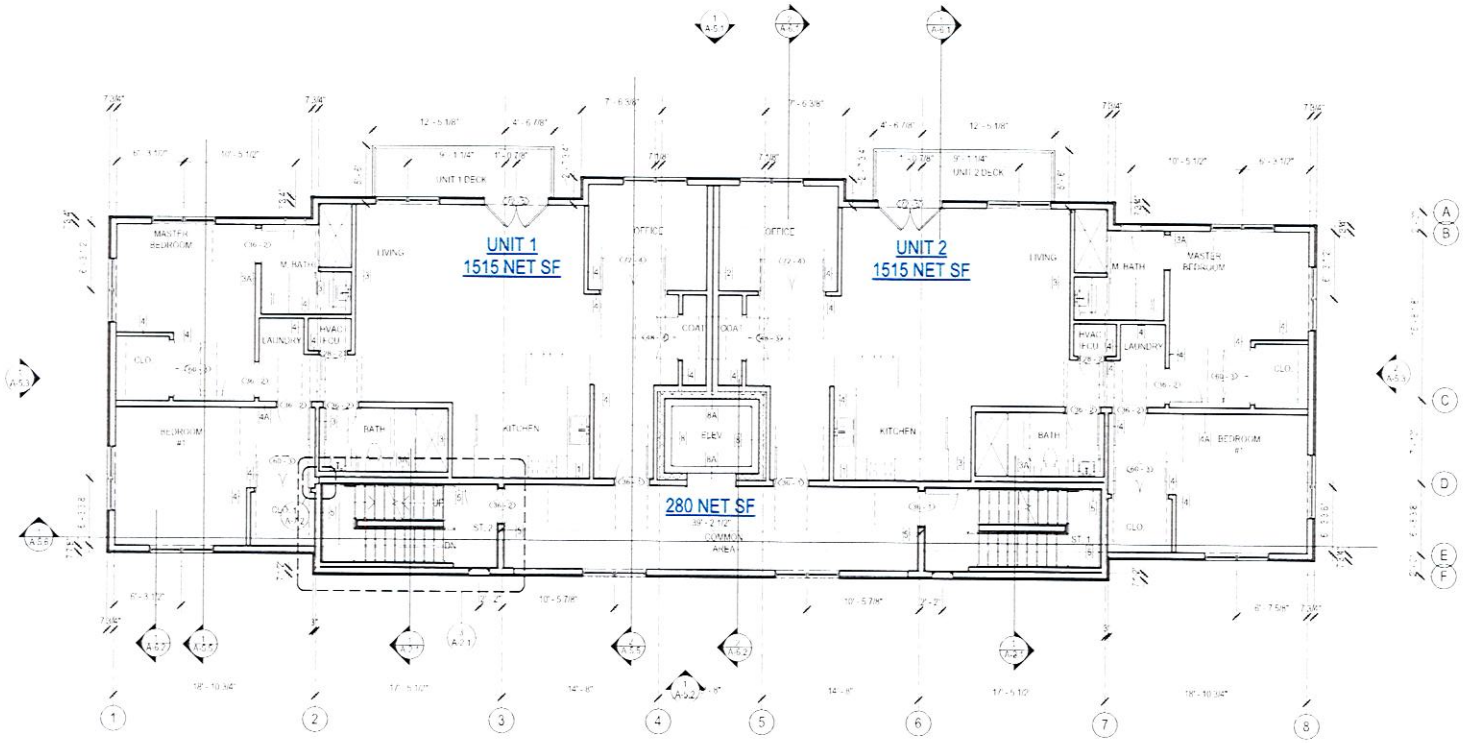


1 LEVEL 2 OVERALL FLOOR PLAN

TRUE NORTH

PROJECT NORTH

SEAL

LEVEL 2 OVERALL FLOOR PLAN

PROJECT No.

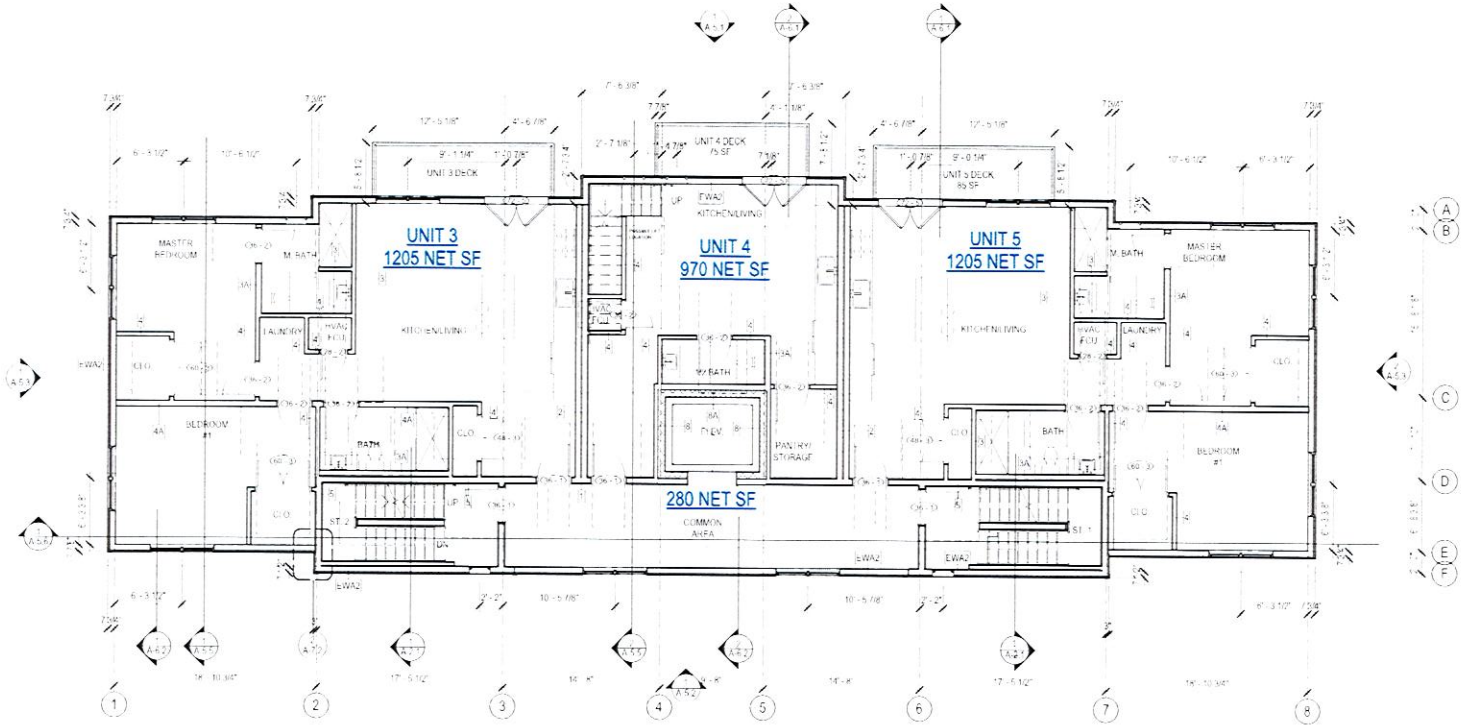
DATE 6/08/22

SCALE

SHEET No. A-1.2

PLAN GENERAL NOTES

1. FOR PLOT PLAN REFER TO BERGMAN ASSOCIATES, INC. DATED 8/17/2020
2. WINDOW LAYOUT DIMENSIONS TO CENTER LINE OF WINDOW UNLESS NOTED OTHERWISE
3. FOR GENERAL INTERIOR DETAILS, MOUNTING INTERIOR PARTITION TYPES & OTHER TYPICAL DETAILS SEE A-2 SERIES
4. SEE STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING & FIRE PROTECTION FOR DISCIPLINE DETAILS
5. REFER TO A-2.1, A-2.4, A-2.5 FOR INTERIOR DIMENSIONS



1 LEVEL 3 OVERALL FLOOR PLAN
3/16" = 1'-0"

TRUE NORTH

PROJECT NORTH

229 WATER ST.

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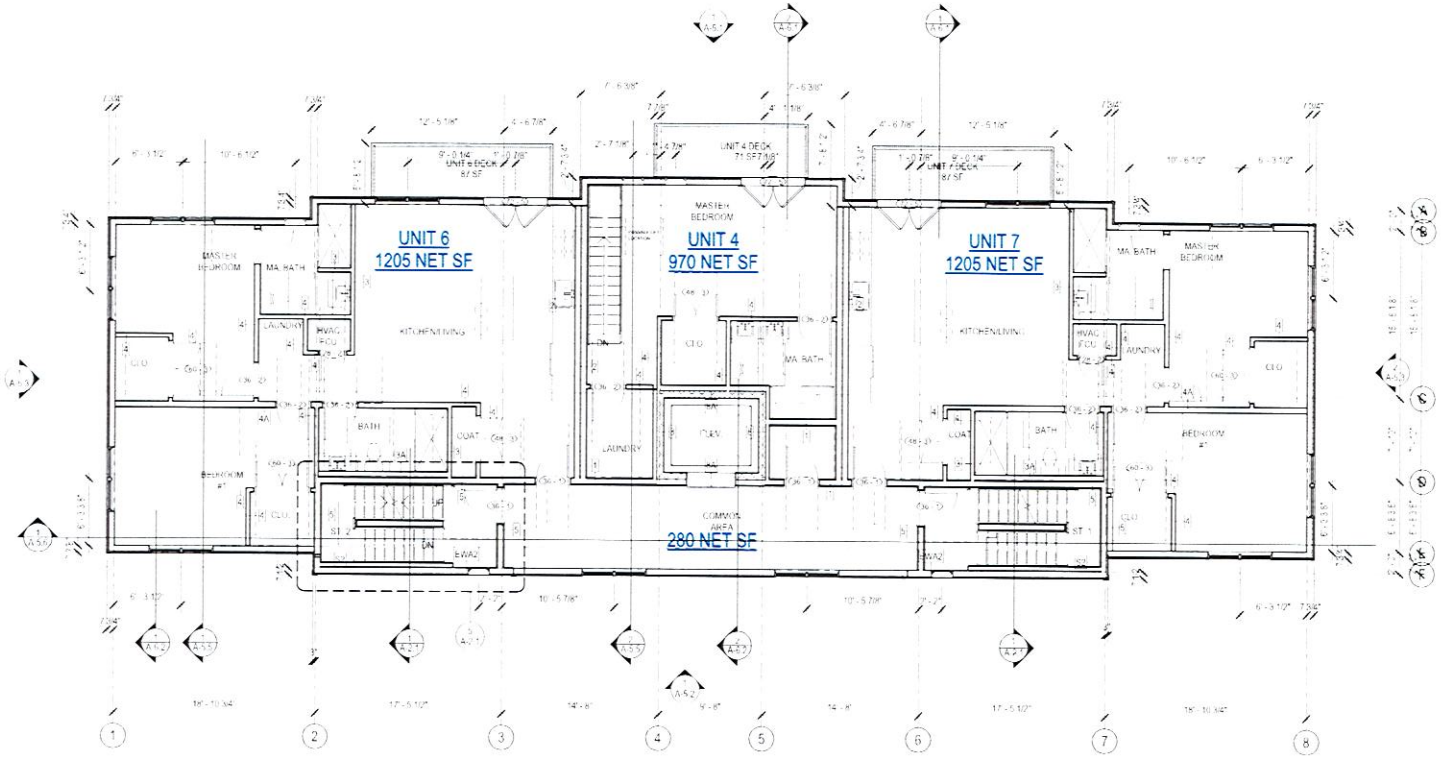
SEAL

LEVEL 3 OVERALL FLOOR PLAN

PROJECT No. 001
DATE 02/09/22
SCALE
SHEET No. A-1.3

PLAN GENERAL NOTES

1. FOR PLOT 0F ... AND REFER TO BERGMAN & ASSOCIATES, INC. DATED 09/10/2020.
2. WINDOW LAYOUT DIMENSIONS TO CENTERLINE OF WINDOW UNLESS NOTED OTHERWISE.
3. FOR GENERAL INTERIOR DETAILS, MOUNTING INTERIOR PARTITION TYPES & OTHER TYPICAL DETAILS SEE A-0-SERIES.
4. SEE STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING & FIRE PROTECTION FOR DISCIPLINE DETAILS.
5. REFER TO A-2.3, A-2.4, A-2.5 FOR INTERIOR DIMENSIONS.



1 LEVEL 4 OVERALL FLOOR PLAN
1/16" = 1'-0"

TRUE NORTH

PROJECT NORTH

229 WATER ST.

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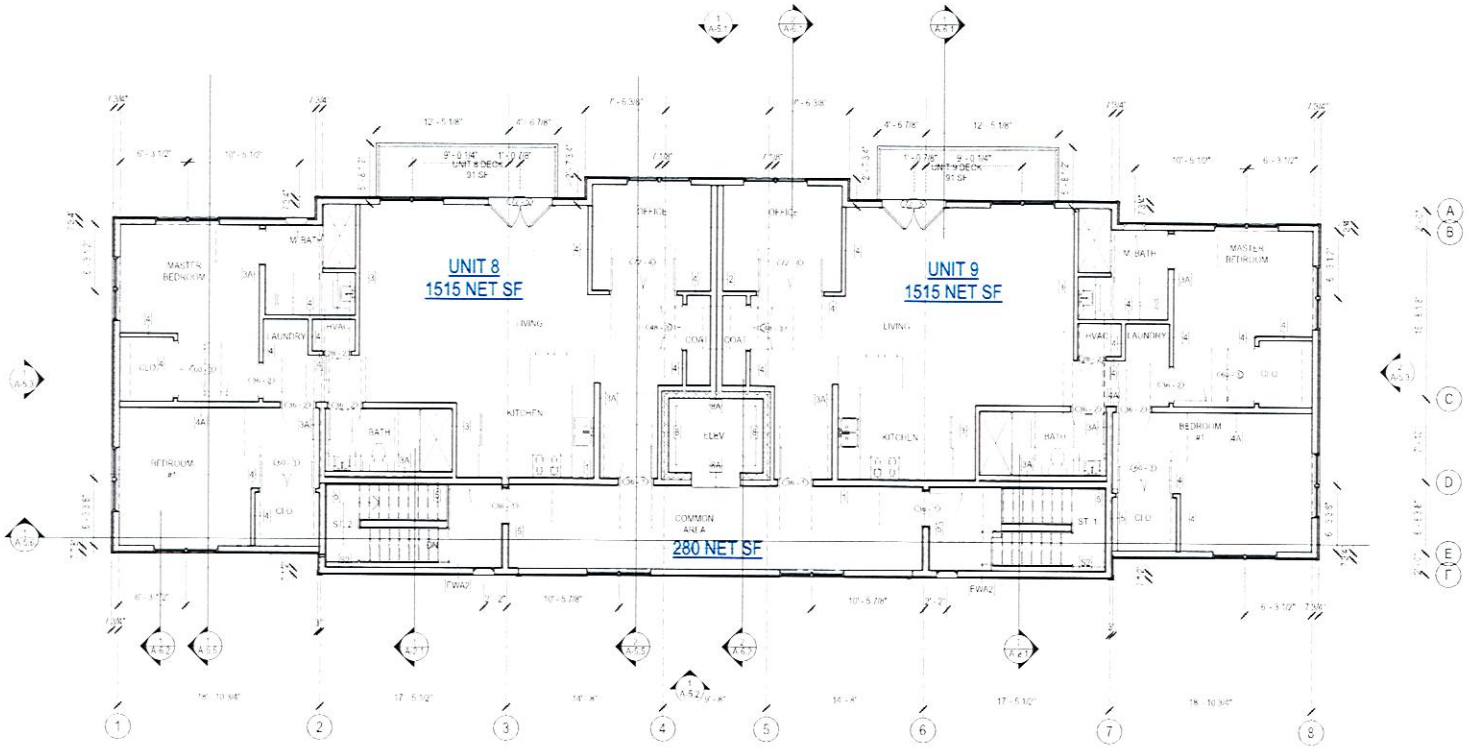
LEVEL 4 OVERALL FLOOR PLAN

PROJECT No.
DATE
SCALE

SHEET No.
A-1.4

PLAN GENERAL NOTES

1. FOR PLOT PLAN REFER TO BERGMAN & ASSOCIATES, INC. DATED 09/15/2020.
2. WINDOW LAYOUT DIMENSIONS TO CENTERLINE OF WINDOW UNLESS NOTED OTHERWISE.
3. FOR GENERAL INTERIOR DETAILS, MOUNTING INTERIOR PARTITION TYPES & OTHER TYPICAL DETAILS SEE A-0 SERIES.
4. SEE STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING & FIRE PROTECTION FOR DISCIPLINE DETAILS.
5. REFER TO A2.3, A2.4, A2.5 FOR INTERIOR DIMENSIONS.



1 LEVEL 5 OVERALL FLOOR PLAN
1/16" = 1'-0"

TRUE NORTH

PROJECT NORTH

229 WATER ST.

JOHNSON CONSTRUCTION MANAGEMENT

ARCHITECT:

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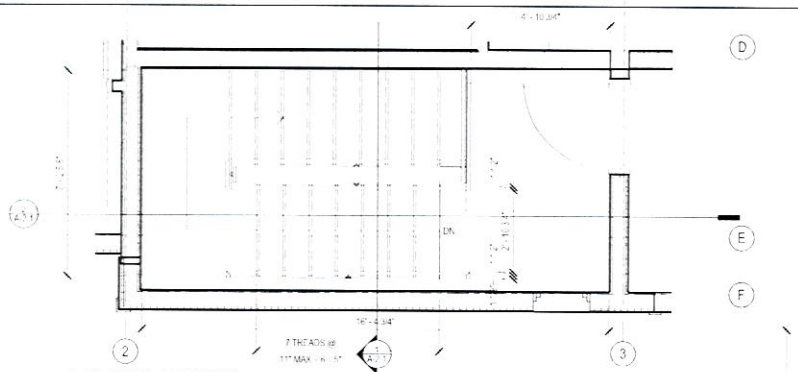
SEAL

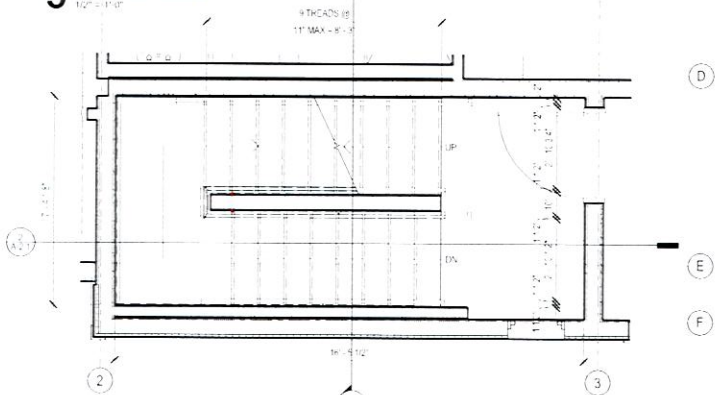
LEVEL 5 OVERALL FLOOR PLAN

PROJECT No.
DATE
SCALE

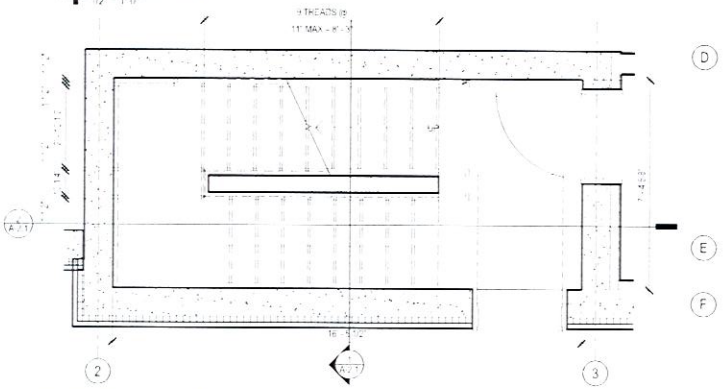
SHEET No.
A-1.5



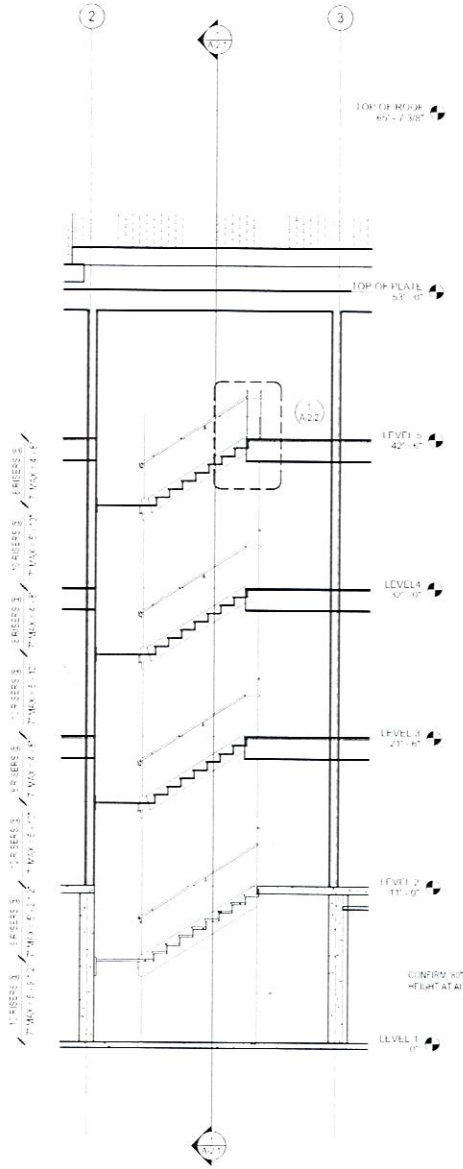
5 LEVEL 4 STAIR
1/2" = 1'-0"



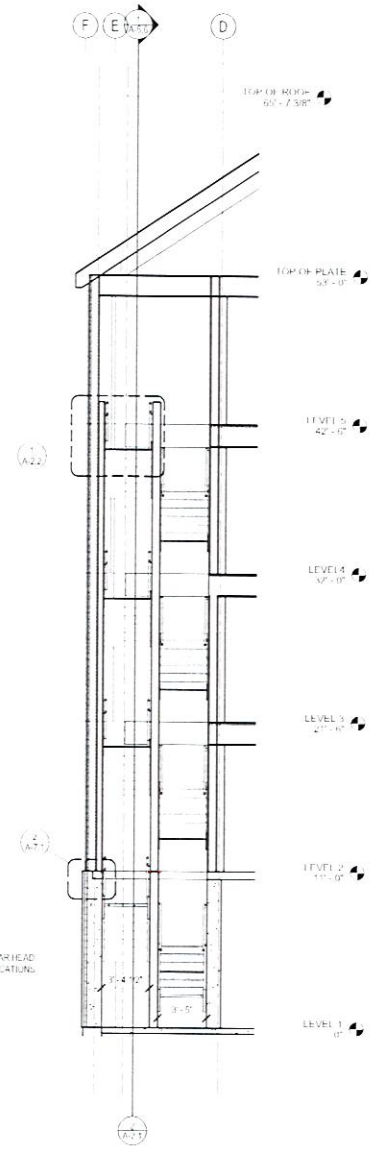
4 LEVEL 2 STAIR
1/2" = 1'-0"



3 LEVEL 1 STAIR
1/2" = 1'-0"



2 STAIR LONG SECTION
1/4" = 1'-0"



1 STAIR TRANSVERSE SECTION
1/4" = 1'-0"

229 WATER ST.

JOHNSON
CONSTRUCTION MANAGEMENT

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SEAL

TYPICAL STAIR PLANS AND SECTIONS

PROJECT No.
DATE
SCALE

SHEET No.
A-2.1

229 WATER ST.

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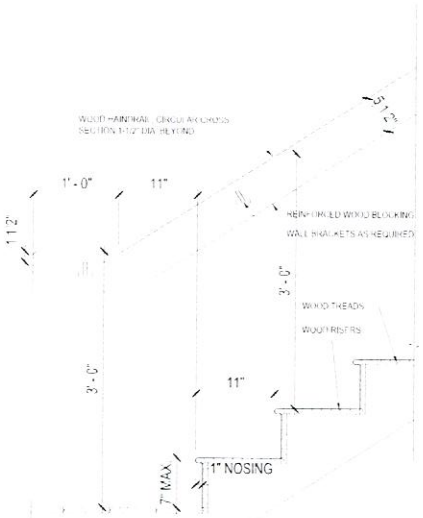
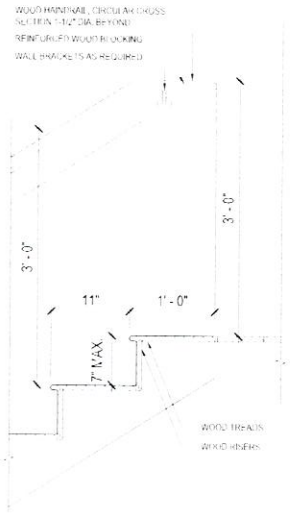
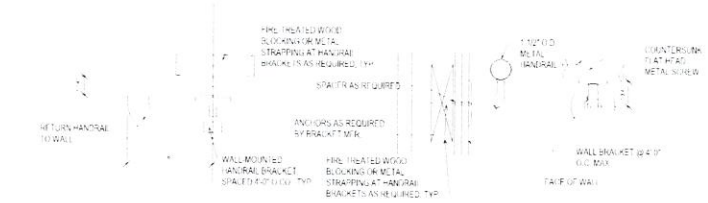
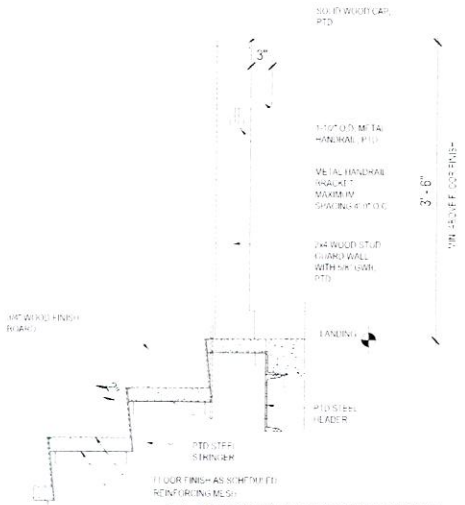


1 SECTION DETAIL @ BOTTOM & TOP OF STAIR
1-1/2" = 1'-0"



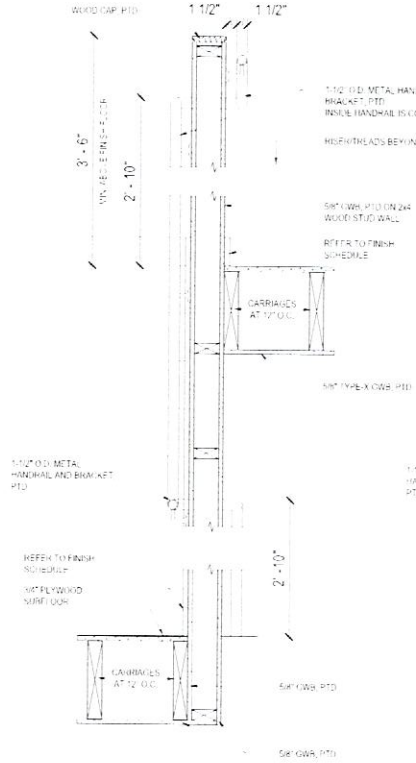


2 HANDRAIL ATTACHMENT AT GYPSUM WALL
1" = 1'-0"

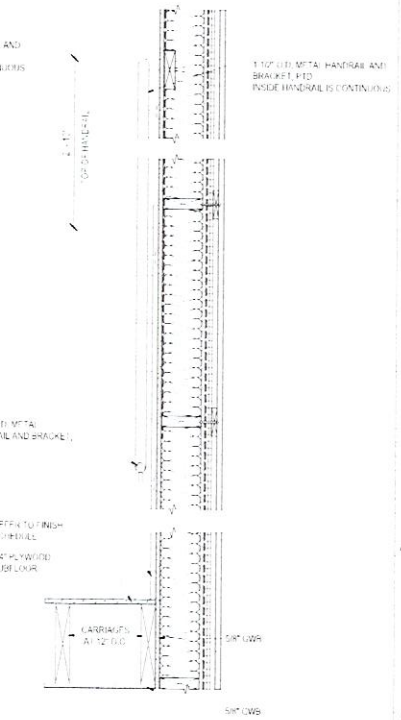


4 LANDING AT TOP OF STAIR
1-1/2" = 1'-0"

3 TYPICAL STAIR LANDING DETAIL
1-1/2" = 1'-0"



5 GUARDWALL AT STAIR DETAIL
1-1/2" = 1'-0"



6 STAIR RAILING DETAIL AT EXTERIOR WALL
1-1/2" = 1'-0"

SEAL

REGISTERED ARCHITECT
ERIC ZEMBER
No. 30214
BOSTON, MA
COMMONWEALTH OF MASSACHUSETTS

02/08/22	ISSUED FOR CONSTRUCTION

STAIR DETAILS

PROJECT No. 001
DATE 02/08/22
SCALE

SHEET No. A-2.2

229 WATER ST.

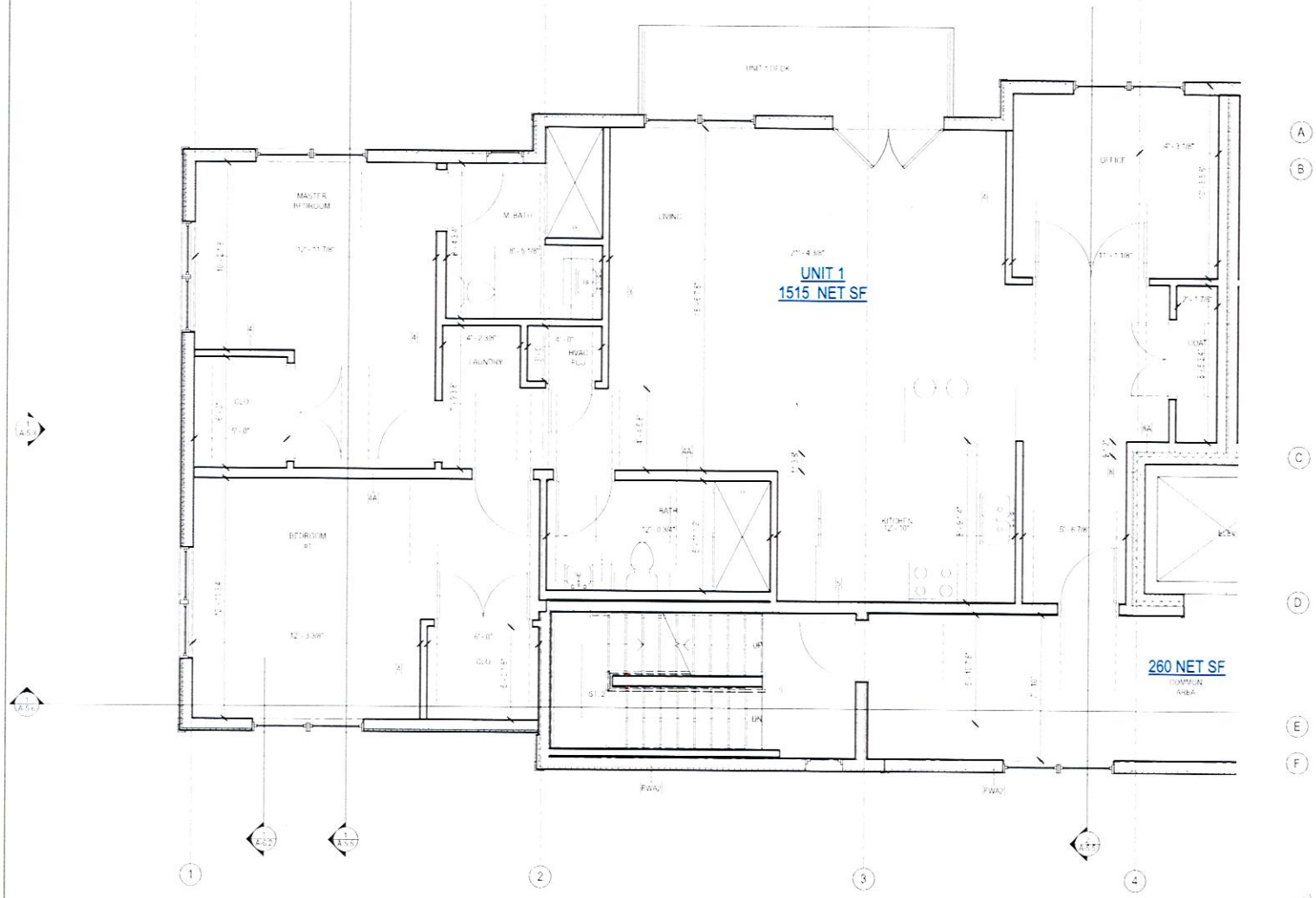
JOHNSON CONSTRUCTION MANAGEMENT

ARCHITECT:

context
a collaborative design workshop

GENERAL NOTES:

- DOOR OPENINGS AT 4" FROM WALL OR CENTERED ON WALL, TYP.
- REFER TO A-1.1 FOR DOOR TARGETS, PARTITION TYPES AND GENERAL INFORMATION.



1 LEVEL 2 AND 5 ENLARGED PLAN
1/4" = 1'-0"

TRUE NORTH

PROJECT NORTH

SEAL

ARCHITECT
No. 30214
BOSTON, MA

#	DATE	DESCRIPTION

ENLARGED FLOOR PLANS

PROJECT No.
DATE 02/08/22
SCALE

SHEET No.
A-2.3

229 WATER ST.

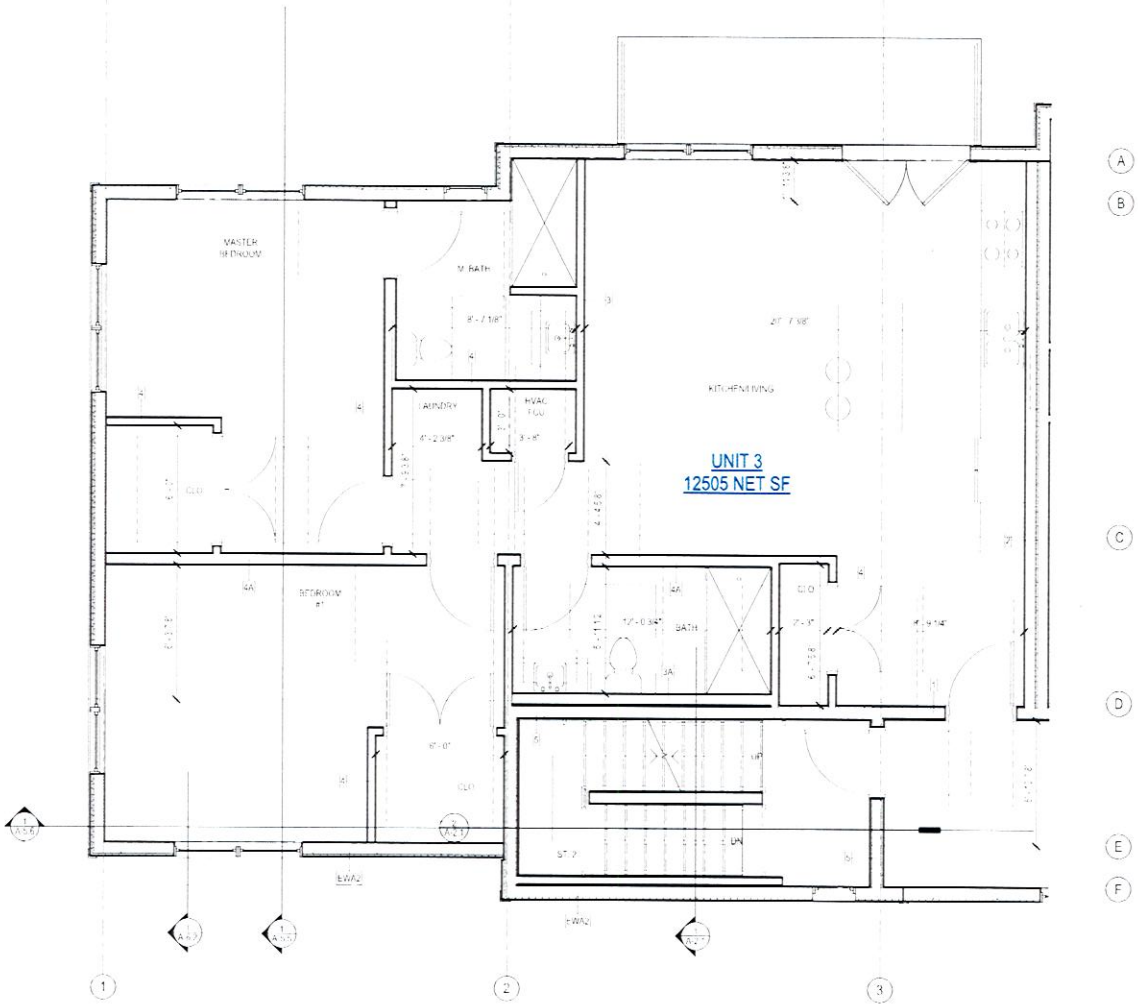
JOHNSON CONSTRUCTION MANAGEMENT

ARCHITECT:

context
a collaborative design workshop

GENERAL NOTES:

- DOOR OPENINGS AT 6" FROM WALL OR CENTERED ON WALL, TYP.
- REFER TO A-1.1 FOR TAILOR TARGETS, PARTITION TYPES AND GENERAL INFORMATION.



1 LEVEL 3 AND 4 ENLARGED PLAN
3/8" = 1'-0"

TRUE NORTH

PROJECT NORTH

SEAL

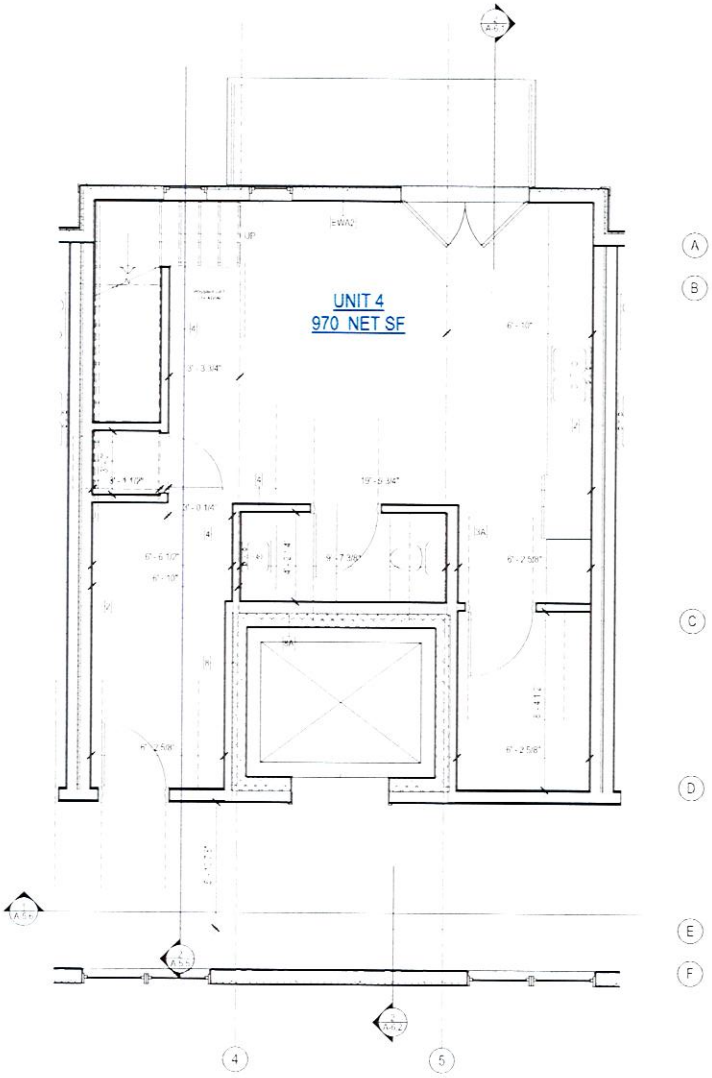
ENLARGED FLOOR PLANS

PROJECT No.

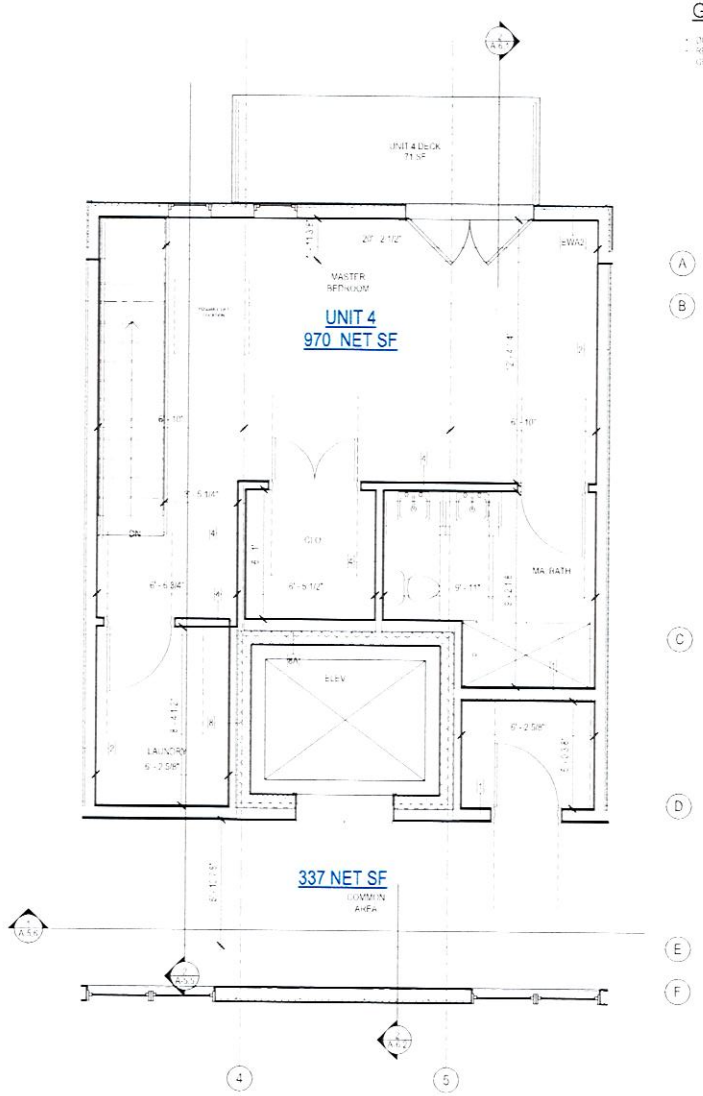
DATE

SCALE

SHEET No. A-2.4



1 LEVEL 3 ENLARGED UNIT



2 LEVEL 4 ENLARGED UNIT

GENERAL NOTES:

- DOOR OPENINGS AT EXTERIOR WALL OR CENTERED ON WALL, TYP.
- REFER TO A-1.1 FOR DOOR TARGETS, PARTITION TYPES AND GENERAL INFORMATION.

TRUE NORTH

PROJECT NORTH

229 WATER ST.

JOHNSON CONSTRUCTION MANAGEMENT

ARCHITECT

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SEAL

ENLARGED FLOOR PLANS

PROJECT No.:

DATE: 07/08/22

SCALE:

SHEET No.: A-2.5

229 WATER ST.

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ARCHITECT

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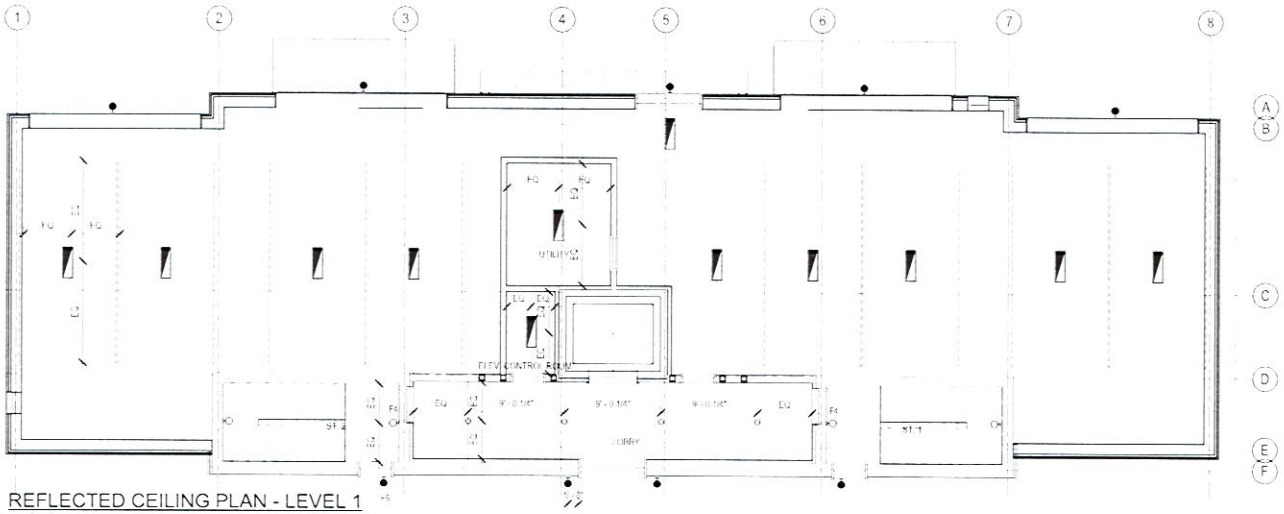


1 REFLECTED CEILING PLAN - LEVEL 1
3/16" = 1'-0"

LIGHTING FIXTURE SCHEDULE

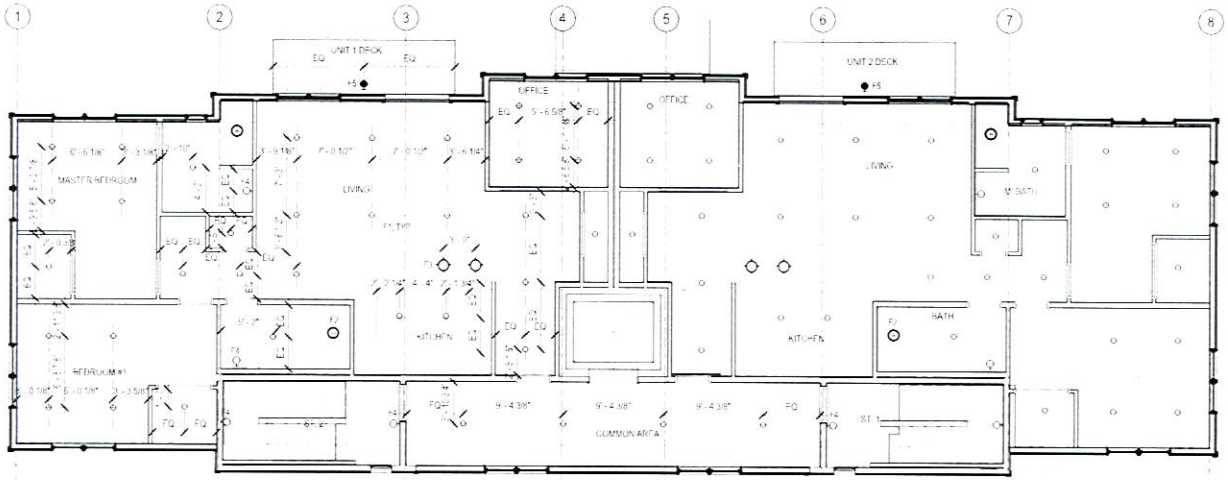
FIXTURE TYPE	DESCRIPTION	SPECIFICATION	LOCATION
F1	FACE MOUNTED LED INCANDESCENT DOWNLIGHT - 3000K, APPROXIMATELY 6" DIAMETER, 90 CRI, DIMMABLE, DOWNLIGHT ONLY		GENERAL AMBIENT LIGHTING
F2	MOUNTED CEILING MOUNTED WALL LOCATION DOWNLIGHT		BATHROOM
F3	KITCHEN ISLAND PENDANT SMART		KITCHEN ISLAND
F4	WALL SCONCE - INDOOR		CORRIDOR
F5	WALL SCONCE - OUTDOOR		HALLWAY
F6	SEMI - FLUSH MOUNTED DOTLIGHT - APPROXIMATELY 11"		HALLWAY, VARIOUS LOCATIONS
F7	BATHROOM VANITY LIGHT - MOUNTED ABOVE MIRROR		BATHROOM
F8	GARAGE LIGHT		GARAGE

LIGHTING LEGEND

- SURFACE MOUNTED DOWNLIGHT
- WALL SCONCE - INDOOR
- WALL SCONCE - OUTDOOR
- PENDANT FIXTURE
- SURFACE MOUNTED WALL LOCATION DOWNLIGHT
- SURFACE MOUNTED LED ACCENT LIGHT

CEILING FINISH LEGEND

GYPSUM	CEILING PLANES: 1/2" GYPSUM CEILING, TYPICAL OF TYPE 'G' DESIGN CEILING ATTACHED TO WOOD FRAMING WITH RESILIENT CHANNEL, 1/2" RESILIENT CHANNEL, TO SLAB
WOOD	ACCESSORIES



2 REFLECTED CEILING PLAN - LEVEL 2 & LEVEL 5
3/16" = 1'-0"

TRUE NORTH

PROJECT NORTH

SEAL

REGISTERED ARCHITECT
No. 29214
BOSTON
MA

#	DATE	DESCRIPTION
	07/08/22	BOARD DESIGN REVIEW

REFLECTED CEILING PLANS

PROJECT No. 001
DATE 07/08/22
SCALE

SHEET No. A-3.1

229 WATER ST.

JOHNSON CONSTRUCTION MANAGEMENT

ARCHITECT:

context
a collaborative design workshop

1 REFLECTED CEILING PLAN - LEVEL3
3/16" = 1'-0"

LIGHTING FIXTURE SCHEDULE

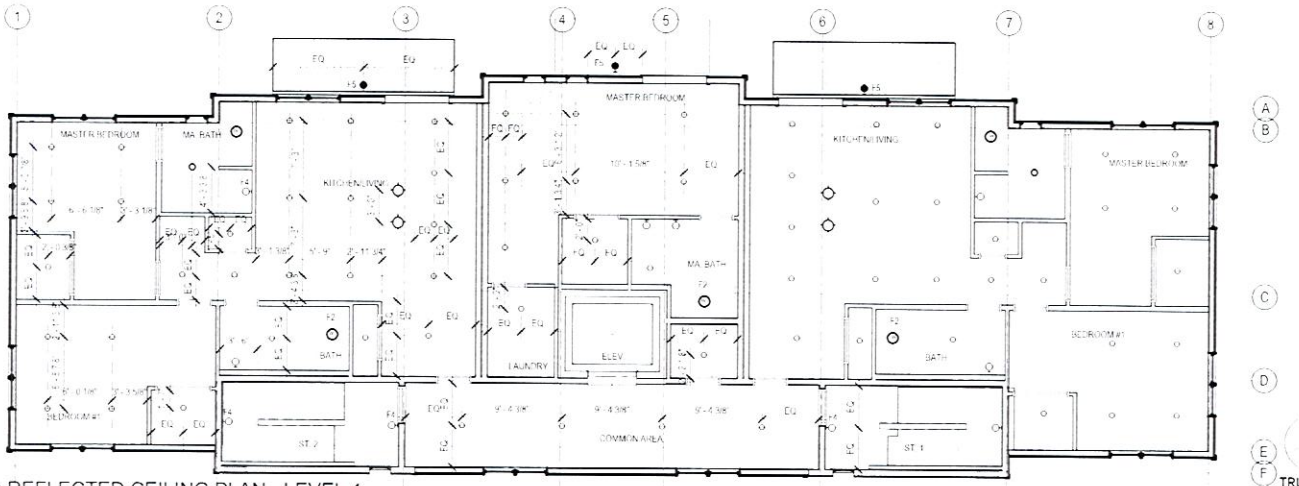
FIXTURE TYPE	DESCRIPTION	SPECIFICATION	LOCATION
F1	3.5" RECESSED DOWNLIGHT - 1000K, APPROXIMATELY 500 LUMENS, DIM TO WARM LEDS		GENERAL AMBIENT LIGHTING
F2	RECESSED CLOSET WITH LOCATION DOWNLIGHT		BATHROOM
F3	KITCHEN SCANDI PENDANT, SMALL		KITCHEN ISLAND
F4	WALL SCONCE - INDOOR		CORRIDOR
F5	WALL SCONCE - OUTDOOR		HALLWAY
F6	SEMI-RECESSED MOUNTED FIXTURE - APPROXIMATELY 11"		HALLWAY, VARIOUS LOCATIONS
F7	UNDER CABINET OTTER LIGHTING		KITCHEN UNDER CABINET
F8	LINEAR WATERPROOF VANITY LIGHT - MOUNTED ABOVE MIRROR		BATHROOM
F9	SIBO ACT MOUNTED LED WALL PACK		GARAGE
F10			

LIGHTING LEGEND

- RECESSED DOWNLIGHT
- LINEAR LIGHTING
- UNDER CABINET LIGHTING
- PENDANT FIXTURE
- SURFACE MOUNTED FIXTURE
- RECESSED WALL LOCATION DOWNLIGHT
- WALL SCONCE
- SURFACE MOUNTED PARKED LIGHT

CEILING FINISH LEGEND

GWB-1	CEILING IN UNITS: (1) LAYER OF 1/2" GYPSUM CEILING ATTACHED TO WOOD TRUSSES WITH 25 GAUGE CHANNELS 12" ABOVE INTO CHANNEL (16" O.C.)
WD	AZEK SOFFIT



2 REFLECTED CEILING PLAN - LEVEL 4
3/16" = 1'-0"

TRUE NORTH

PROJECT NORTH

SEAL

REFLECTED CEILING PLANS

PROJECT No: 001
DATE: 07/08/22
SCALE: 3/16" = 1'-0"

SHEET No: A-3.2

229 WATER ST.

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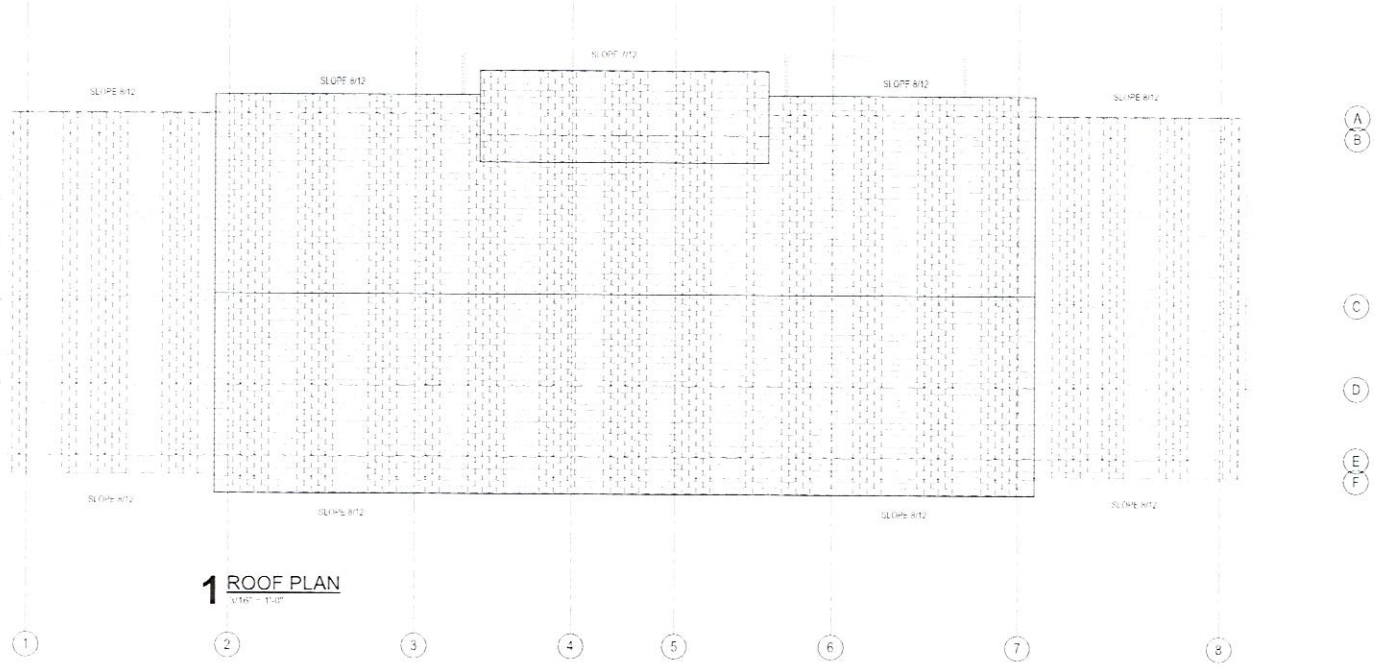

1 ROOF PLAN
1/16" = 1'-0"

SEAL

TRUE NORTH

PROJECT NORTH

ROOF PLAN

PROJECT No. 001
DATE 07/08/22
SCALE

SHEET No. A-4.1

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1 NORTH ELEVATION

SEAL

EXTERIOR ELEVATIONS

PROJECT No.

DATE

SCALE

SHEET No.

A-5.1

GENERAL NOTES:

- REFER TO WINDOW SCHEDULE IN A5.1

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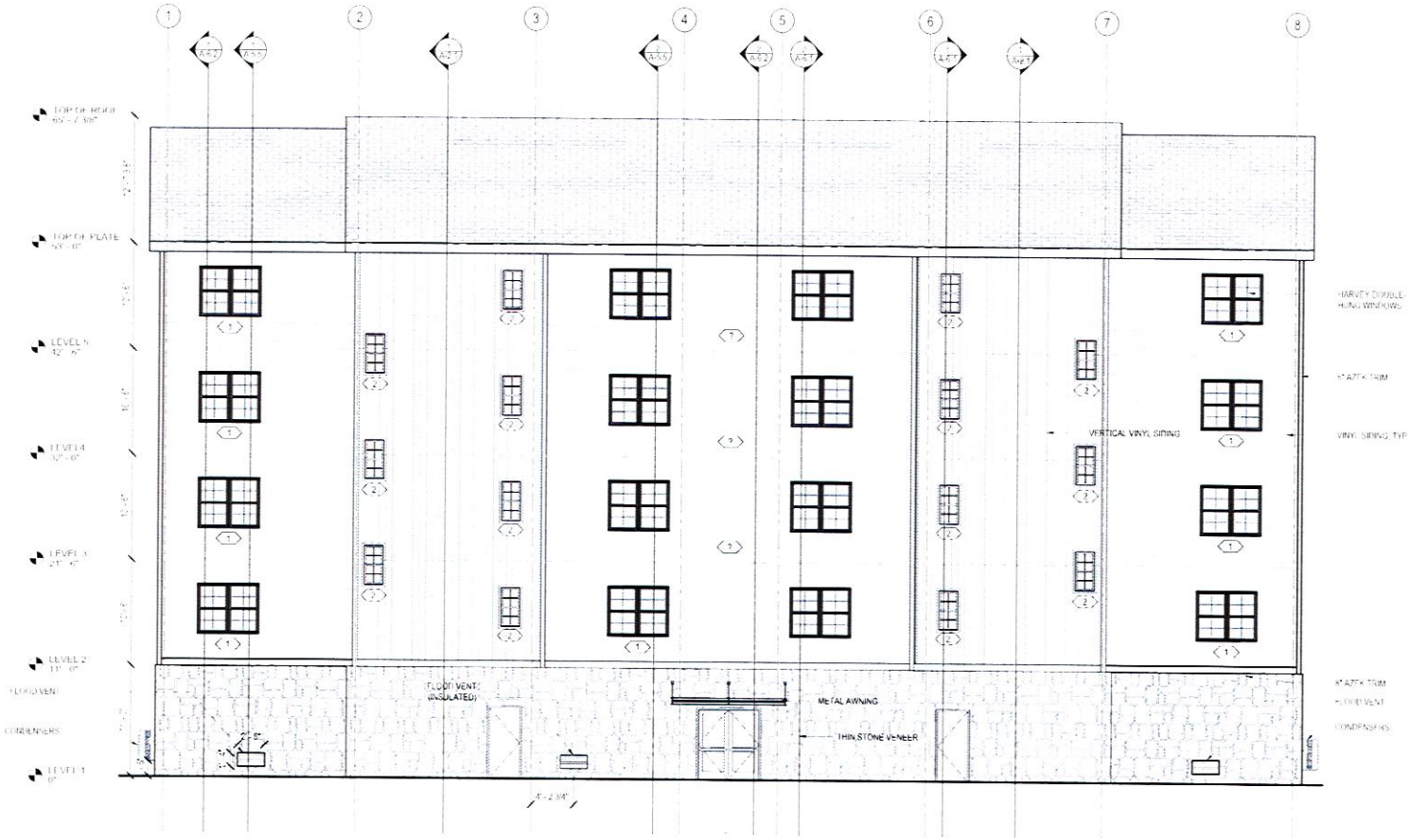

1 SOUTH ELEVATION
1/16" = 1'-0"

SEAL

EXTERIOR ELEVATIONS

PROJECT No.

DATE

SCALE

SHEET No. A-5.2

GENERAL NOTES:

- REFER TO WINDOW SCHEDULE IN A-6.1

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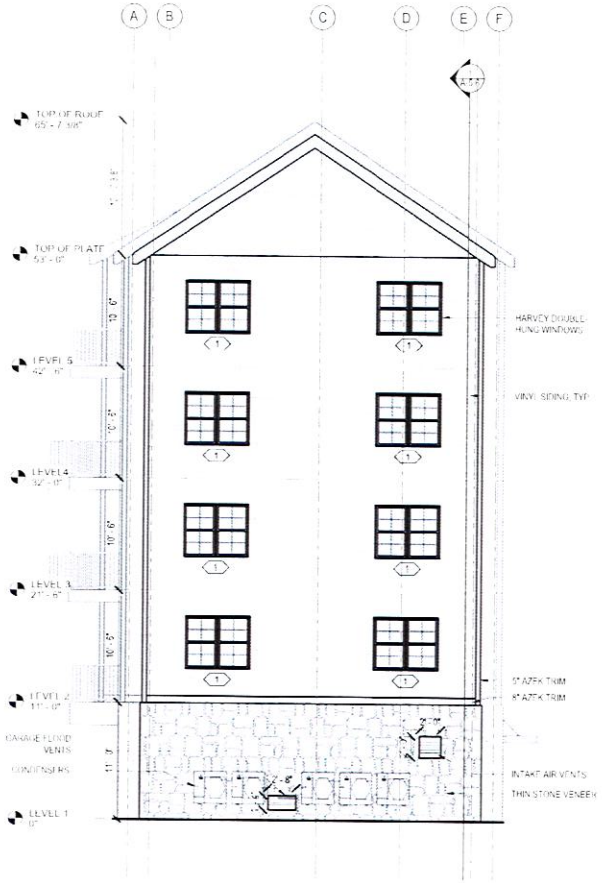
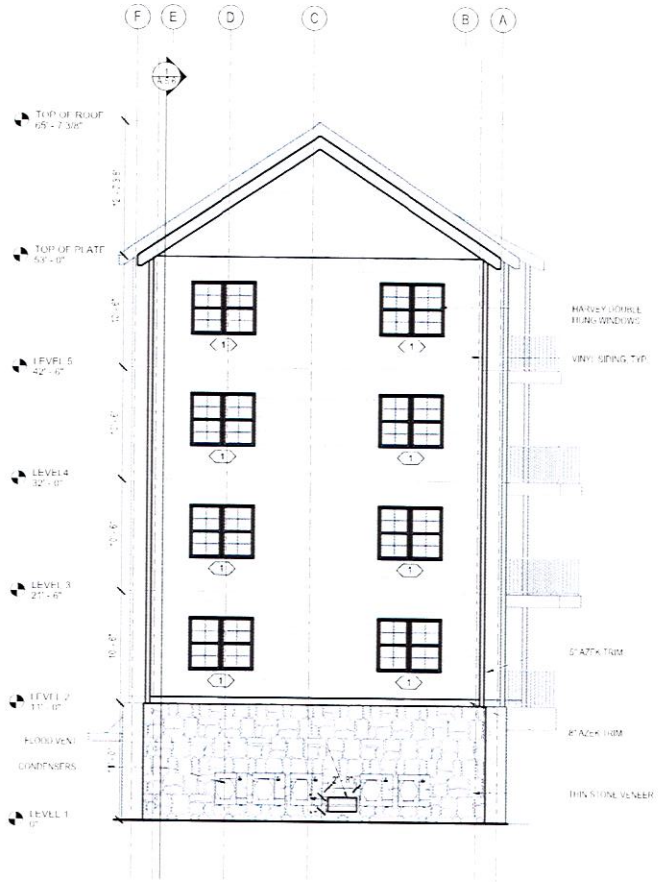


1 EAST ELEVATION
3/16" = 1'-0"



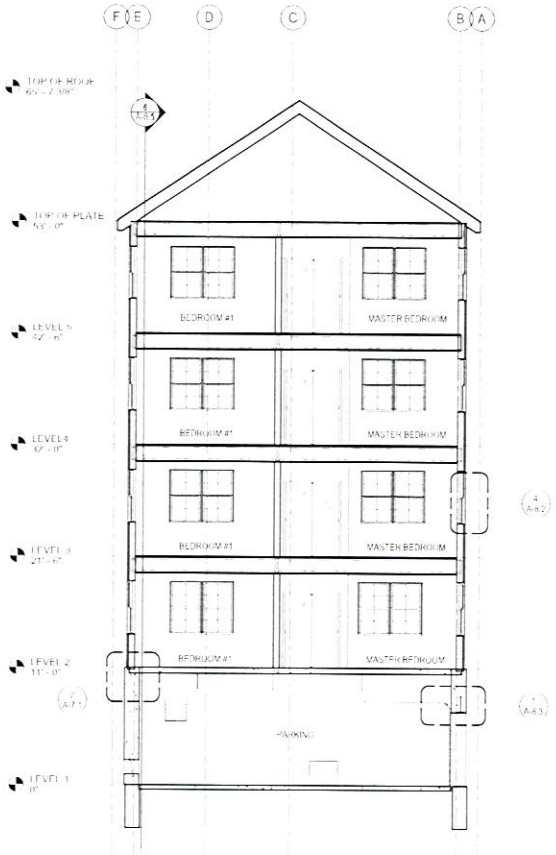
2 WEST ELEVATION
3/16" = 1'-0"

SEAL

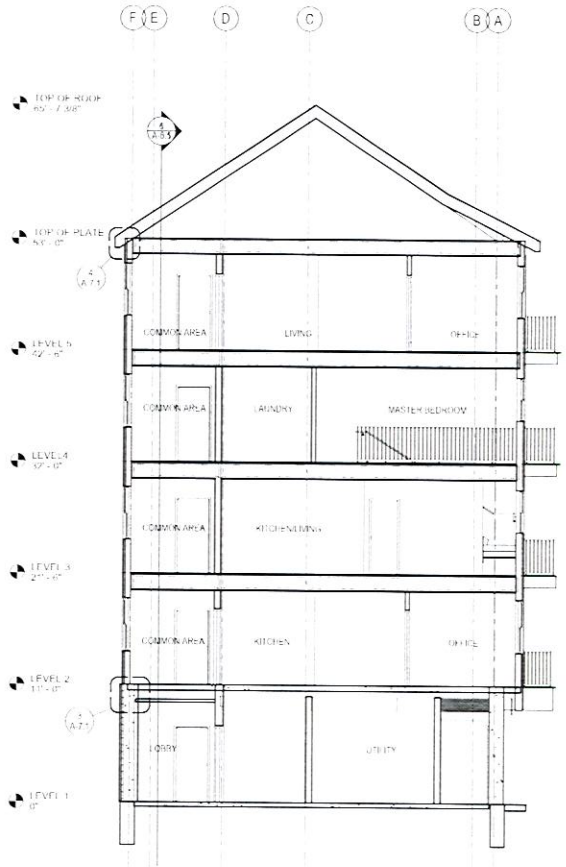
EXTERIOR ELEVATIONS

PROJECT No.
DATE
SCALE

SHEET No. A-5.3



1 BUILDING SECTION 1



2 BUILDING SECTION 2

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SEAL

BUILDING SECTIONS

PROJECT No.

DATE

SCALE

SHEET No.

A-5.4

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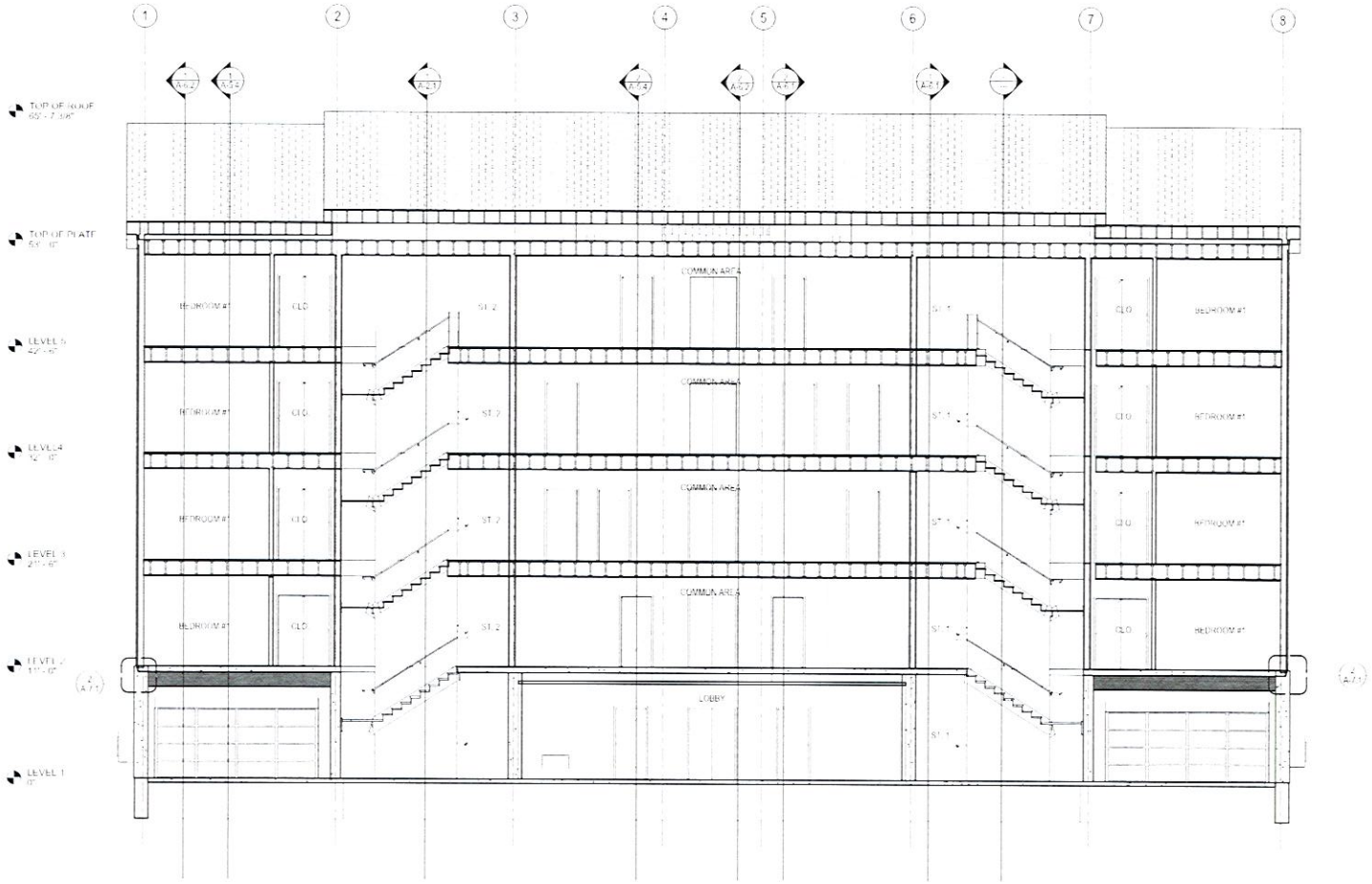

1 BUILDING SECTION 3

SEAL

BULDING SECTIONS

PROJECT No.
DATE
SCALE

SHEET No.
A-5.5

229 WATER ST.

JOHNSON CONSTRUCTION MANAGEMENT

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WALL SECTIONS

PROJECT No.
DATE
SCALE

SHEET No. A-6.1

1 Section 3

2 Section 4

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SEAL

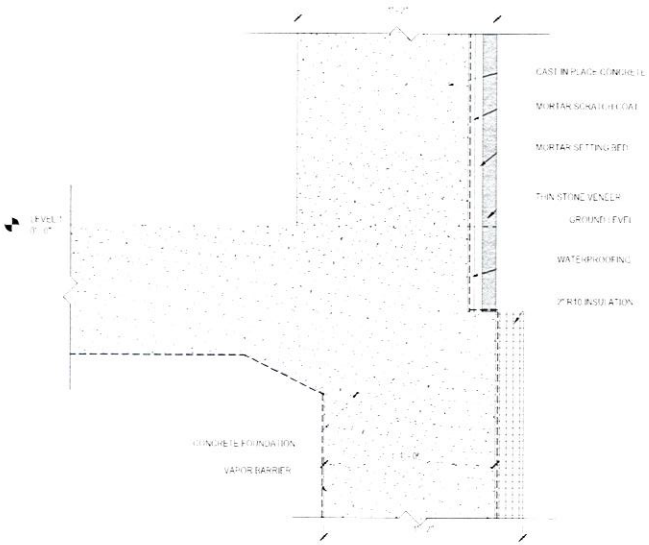
WALL SECTIONS

SHEET No. A-6.2

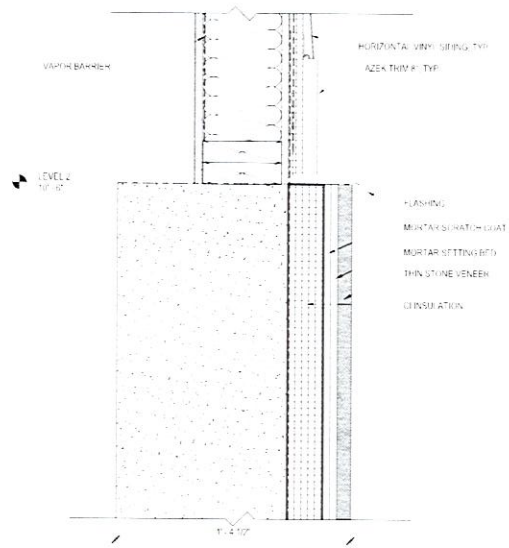
PROJECT No.
DATE
SCALE

2 Section 1

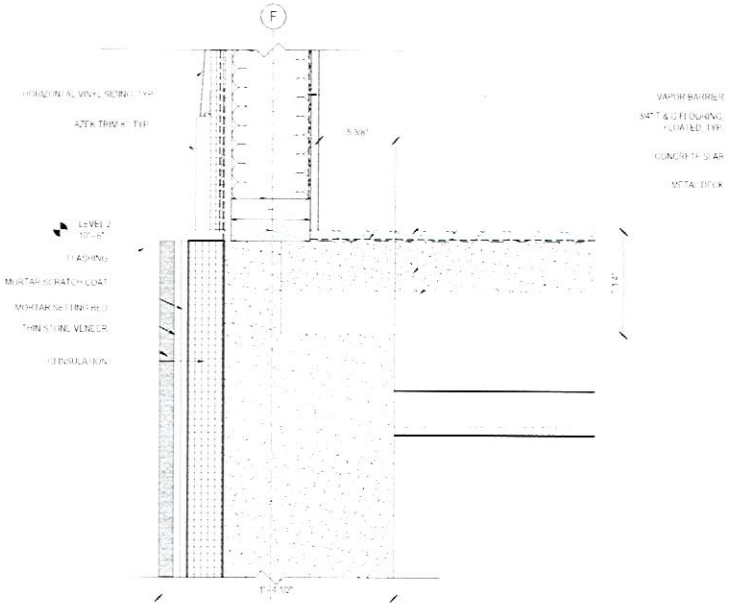
1 Section 2



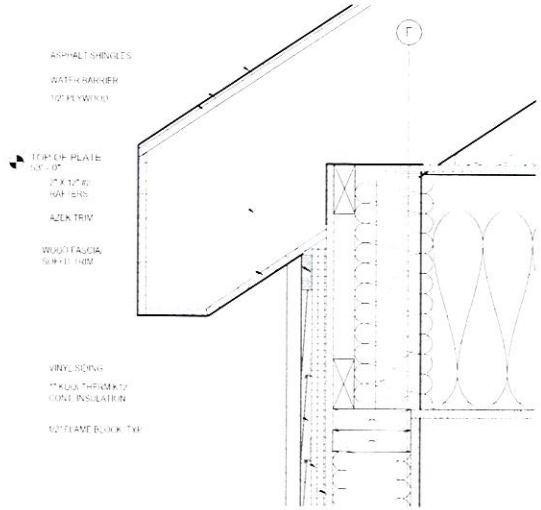
1 EXTERIOR WALL BASE @ FOUNDATION WALL



2 STONE VENEER TO VINYL SIDING TRANSITION - STAIR



3 STONE VENEER TO VINYL SIDING TRANSITION - LOBBY



4 ROOF TO EXTERIOR WALL DETAIL

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SEAL

SECTION DETAILS

PROJECT No.
DATE
SCALE

SHEET No. A-7.1

229 WATER ST.

JOHNSON CONSTRUCTION MANAGEMENT

ARCHITECT

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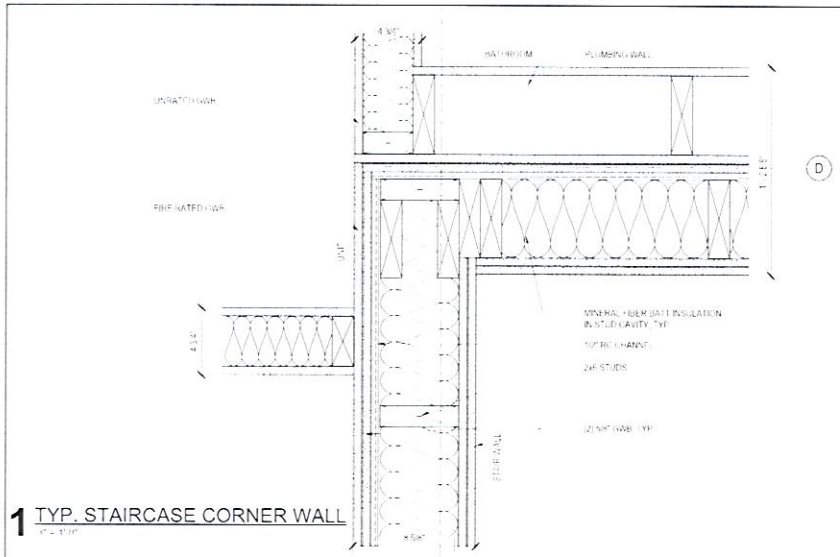
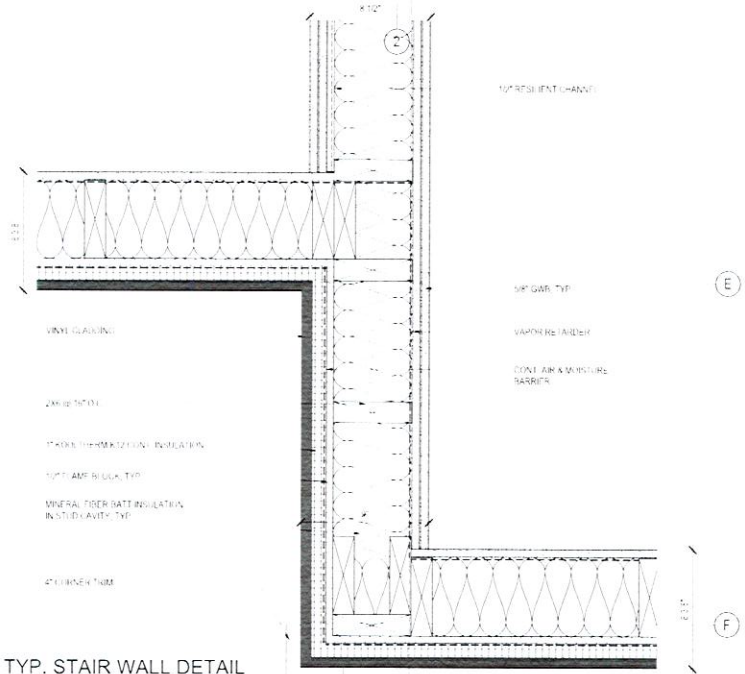
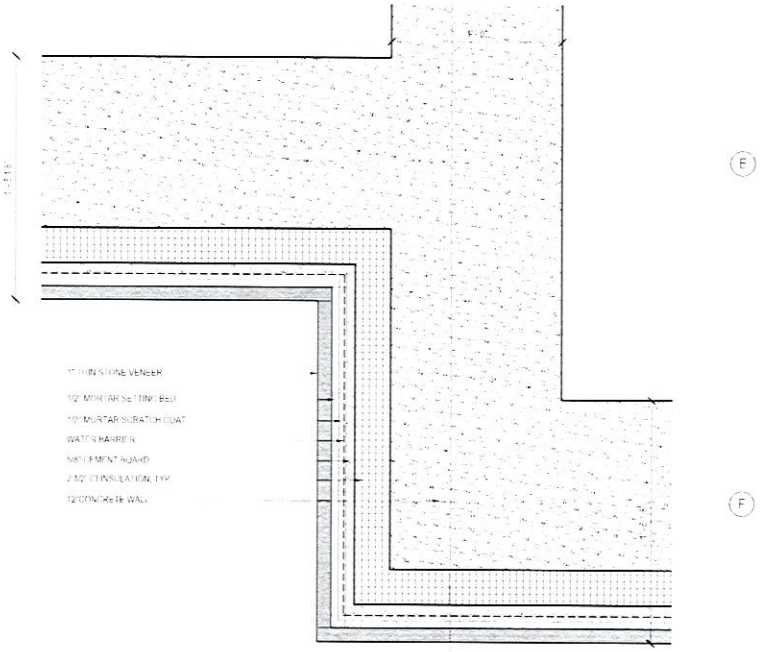


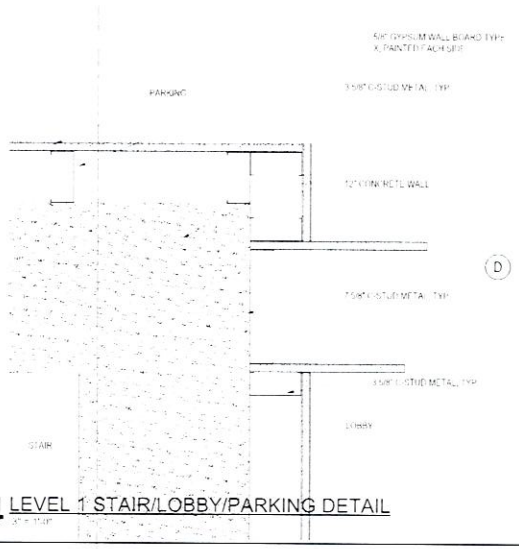
1 TYP. STAIRCASE CORNER WALL



2 TYP. STAIR WALL DETAIL



3 LEVEL 1 STAIR WALL DETAIL



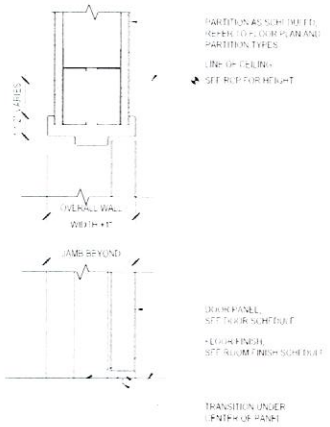
4 LEVEL 1 STAIR/LOBBY/PARKING DETAIL

SEAL

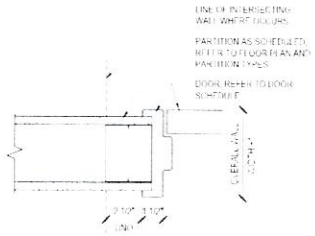
PLAN DETAILS

PROJECT No.
DATE
SCALE

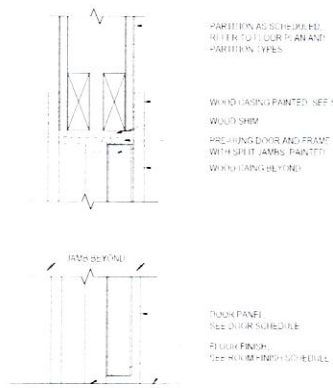
SHEET No. A-7.2



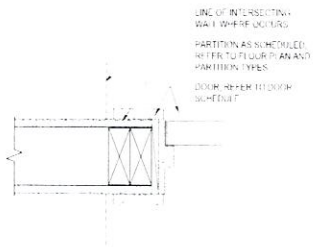
1 HEAD & BASE DETAIL - METAL STUDS



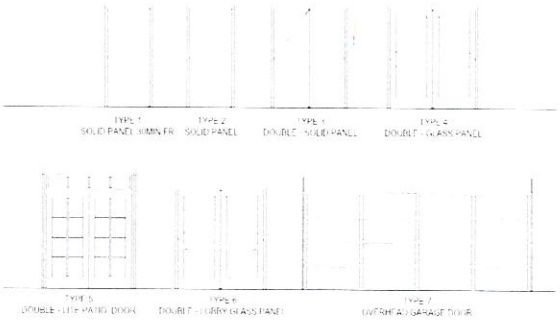
2 JAMB DETAIL - METAL STUDS



4 HEAD & BASE DETAIL - WOOD STUDS



3 JAMB DETAIL - WOOD STUDS



DOOR SCHEDULE - OVERALL

TYPE	SIZE WIDTH	SIZE HEIGHT	SIZE THICKNESS	FIRE RATING
1	3' - 0"	7' - 0"	1 1/2"	90
2	<varies>	7' - 0"	<varies>	
3	<varies>	7' - 0"	1 3/4"	
4	6' - 0"	7' - 0"	1 3/4"	
5	6' - 0"	6' - 8"	1 3/4"	
6	6' - 0"	7' - 0"	1 3/4"	60
7	16' - 0"	6' - 10"	1 1/2"	

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SEAL

DOOR TYPES, SCHEDULES & DETAILS

PROJECT No.:
DATE:
SCALE:

SHEET No.: A-8.1

229 WATER ST.

JOHNSON CONSTRUCTION MANAGEMENT

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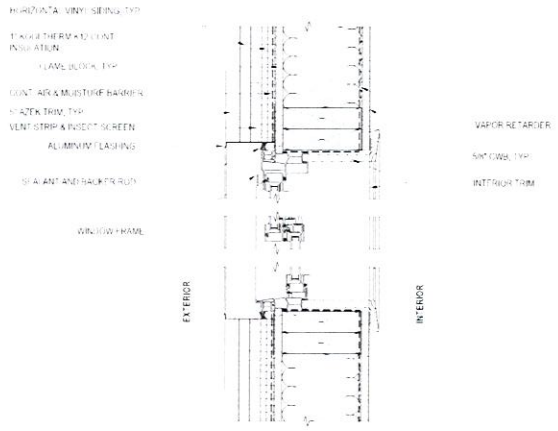
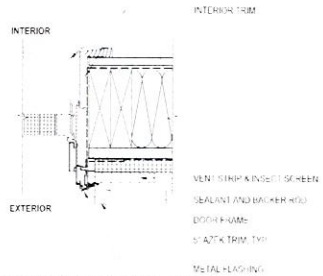
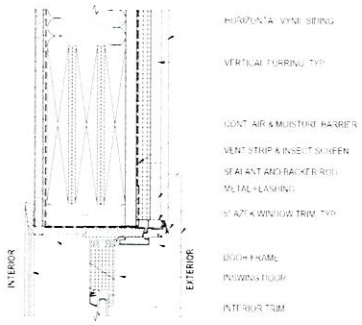


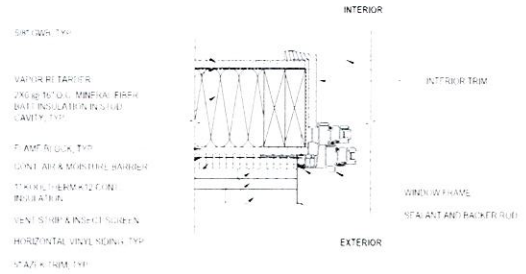
4 HARVEY DOUBLE-HUNG WINDOW HEAD & SILL DETAIL
3" = 1'-0"



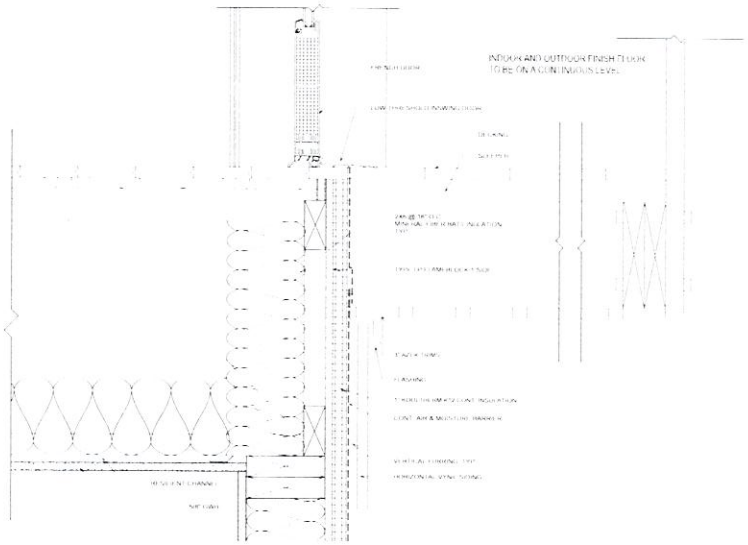
2 INSWING DOOR JAMB
3" = 1'-0"



1 INSWING DOOR HEAD
3" = 1'-0"



5 HARVEY DOUBLE-HUNG WINDOW JAMB DETAIL
3" = 1'-0"



3 INSWING DOOR THRESHOLD & BALCONY
3" = 1'-0"

WINDOW SCHEDULE

TYPE MARK	WIDTH	HEIGHT	SILL HEIGHT	Count
1	5'-0 1/4"	4'-11 7/8"	3'-2"	52
2	2'-0"	4'-0"	4'-0"	20
3	2'-0"	4'-0"	6'-0"	1
7	2'-0"	4'-0"	8'-1"	1
20	2'-8"	1'-4"	1'-0"	6
21	2'-8"	2'-0"	6'-0"	2
47	2'-8"	1'-4"	1'-0"	2

SEAL

#	DATE	DESCRIPTION
1	02/08/22	ISSUED FOR CONSTRUCTION

WINDOW & FRENCH DOOR HEAD, JAMB & SILL DETAILS & SCHEDULE

PROJECT No. 2021
DATE 02/08/22
SCALE As Noted

SHEET No. A-8.2

229 WATER ST.

JOHNSON CONSTRUCTION MANAGEMENT

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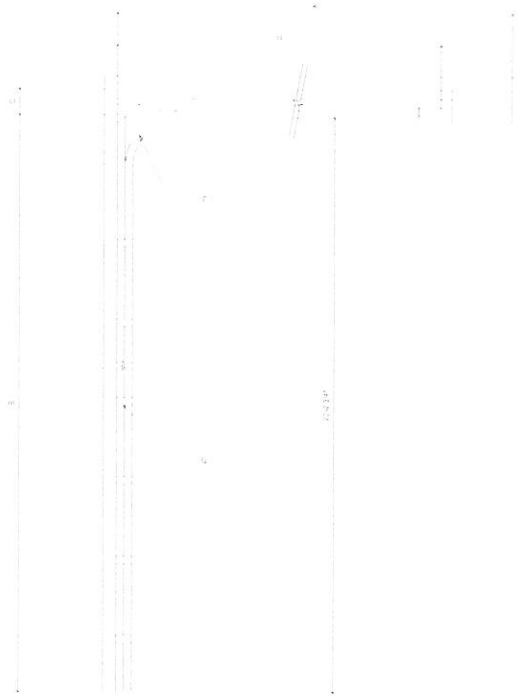
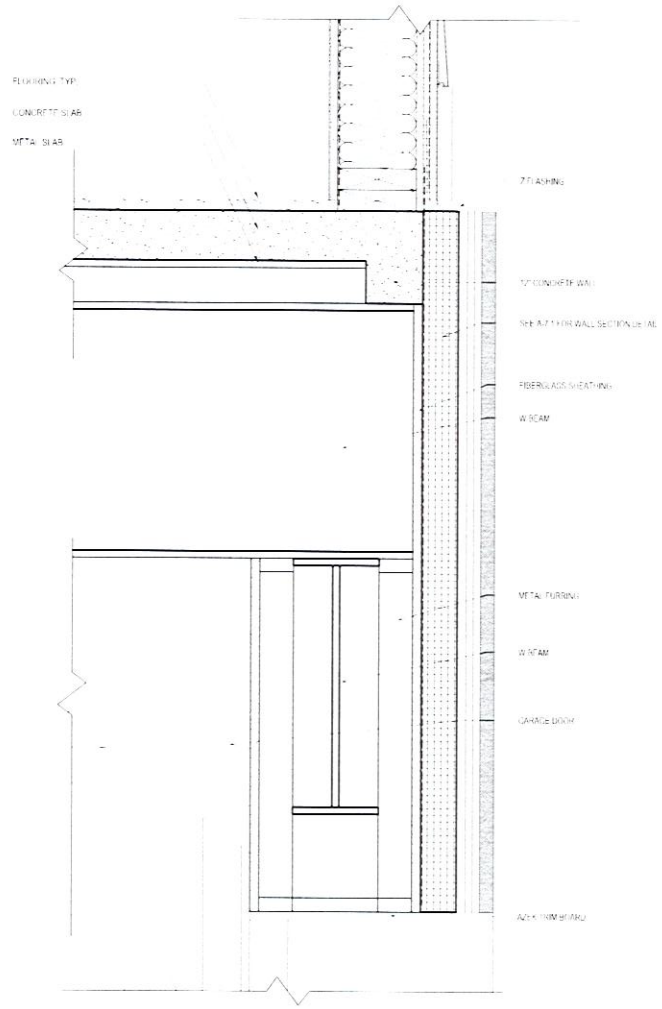
DOOR SCHEDULE

A	OPENING WIDTH	10'-0"
B	OPENING HEIGHT	8'-1"
C	HEADROOM	9'
D	BACKDEPTH	10'-8"
E	FLOOR TO HORIZONTAL TRACK	8'-1"
F	TRACK RADIUS	15"
G	TRACK MOUNTING	BRACKET
H	TRACK SIDEROOM	5"
I	SPRING SYSTEM SIDEROOM	8"
J	OPENER BACKDEPTH	14'-6"



3 GARAGE DOOR SECTION
1/2" = 1'-0"

2 GARAGE DOOR JAMB
3" = 1'-0"



1 GARAGE DOOR HEAD
3" = 1'-0"

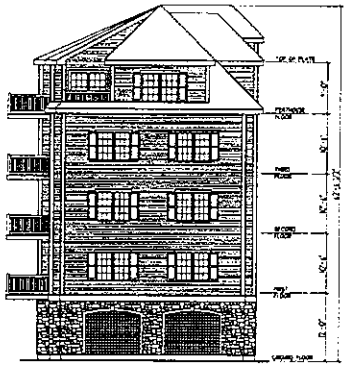
SEAL

GARAGE DOOR SCHEDULE & DETAILS

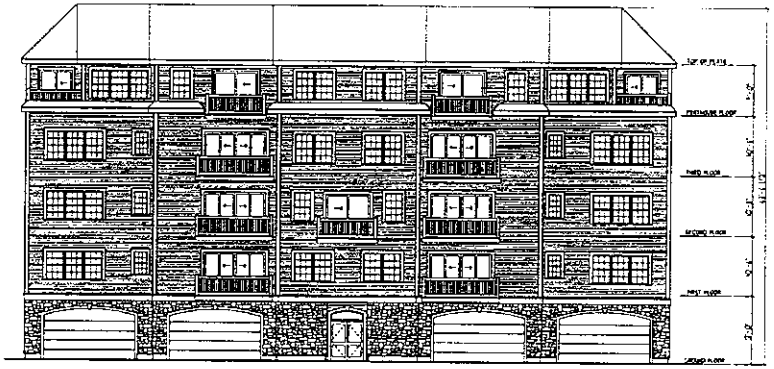
PROJECT No.
DATE
SCALE

SHEET No.
A-8.3

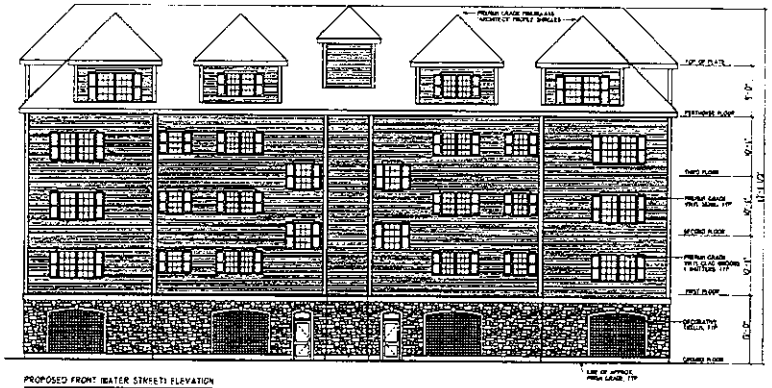
ParcelID	StreetNum	AltStreetN	StreetName	LocCity	Owner1	BillingAddress	City	State	Zip
402-126-1	5		EASTERN AVE	HAVERHILL	LOMAN HAROLD	5 EASTERN AV	HAVERHILL	MA	01830
402-126-1A	234		WATER ST	HAVERHILL	SAM REALTY TRUST	P.O. BOX 280	ATKINSON	NH	03811
402-126-2	13		EASTERN AVE	HAVERHILL	ROY JEFF	381 EAST BROADWAY	HAVERHILL	MA	01830
402-126-3	17		EASTERN AVE	HAVERHILL	J&C PROPERTIES REALTY TRUST	381 EAST BROADWAY	HAVERHILL	MA	01830
402-90-1	229	237	WATER ST	HAVERHILL	WATER LANDING LLC	14 LEXINGTON ST	STONEHAM	MA	02180
402-90-3	215		WATER ST	HAVERHILL	MIKE'S 215 WATER STREET SERVICE, LLC	215 WATER ST	HAVERHILL	MA	01830
402-90-5			WATER ST	HAVERHILL	CITY OF HAVERHILL	4 SUMMER ST	HAVERHILL	MA	01830
402-90-6	205		WATER ST	HAVERHILL	WATER STREET RETAIL, LLC	9 TRAVERS ST	HAVERHILL	MA	01830
402-91-1	226		WATER ST	HAVERHILL	PROPRIETORS OF LINWOOD	41 JOHN WARD AVE	HAVERHILL	MA	01830
402-91-11B	20		EASTERN AVE	HAVERHILL	DESMET DOREEN J	22 EASTERN AVE	HAVERHILL	MA	01830
402-91-12	14		EASTERN AVE	HAVERHILL	PROPRIETORS OF THE LINWOOD CEMETERY	41 JOHN WARD AV	HAVERHILL	MA	01830
402-91-2			WATER ST	HAVERHILL	CITY OF HAVERHILL	2 WATER ST	HAVERHILL	MA	01830
402-91-5	51		MILL ST	HAVERHILL	LINWOOD CEMETERY PROP OF	41 JOHN WARD AVE	HAVERHILL	MA	01830
432-1-1	176		WATER ST	HAVERHILL	HAVERHILL HISTORIC SOCIETY	240 WATER ST	HAVERHILL	MA	01830
432-1-1A			WATER ST	HAVERHILL	CITY OF HAVERHILL	4 SUMMER ST	HAVERHILL	MA	01830
432-2-1	179		WATER ST	HAVERHILL	HAVERHILL HISTORIC SOCIETY	240 WATER ST	HAVERHILL	MA	01830
432-2-2	240		WATER ST	HAVERHILL	HAVERHILL HISTORIC SOCIETY	240 WATER ST	HAVERHILL	MA	01830
432-3-1	2		JOHN WARD AVE	HAVERHILL	HOLMES JEFFREY A ETUX	2 JOHN WARD AVE	HAVERHILL	MA	01830
432-3-1A			JOHN WARD AVE	HAVERHILL	SAM REALTY TRUST	P.O. BOX 280	ATKINSON	NH	03811
432-3-2	20		JOHN WARD AVE	HAVERHILL	PROPRIETORS OF LINWOOD	41 JOHN WARD AVE	HAVERHILL	MA	01830
432-4-1			JOHN WARD AVE	HAVERHILL	LINWOOD CEMETERY PROP OF	41 JOHN WARD AVE	HAVERHILL	MA	01830



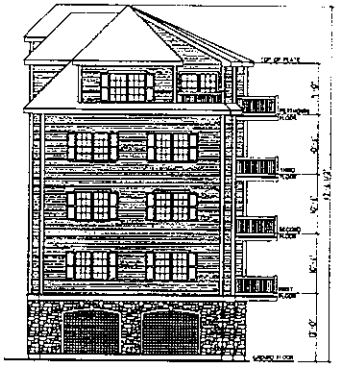
PROPOSED LEFT SIDE ELEVATION
1/8" = 1'-0"



PROPOSED REAR (MERRIMACK RIVER) ELEVATION
1/8" = 1'-0"



PROPOSED FRONT (WATER STREET) ELEVATION
1/8" = 1'-0"



PROPOSED RIGHT SIDE ELEVATION
1/8" = 1'-0"

(ISSUED FOR MUNICIPAL APPROVALS)

	Scale 1/8" = 1'-0" Job No. 1104 Date 03-01-30	A-1

Project
THE RESIDENCES @ FIRST LANDING

72R WATER STREET HAVERHILL, MA
Drawing
PROPOSED EXTERIOR ELEVATIONS

ra ronald henri albert, aia architect
69 boone road, tyngsboro, ma 01862 978-826 5411

229 WATER ST.

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1 NORTH ELEVATION

SEAL

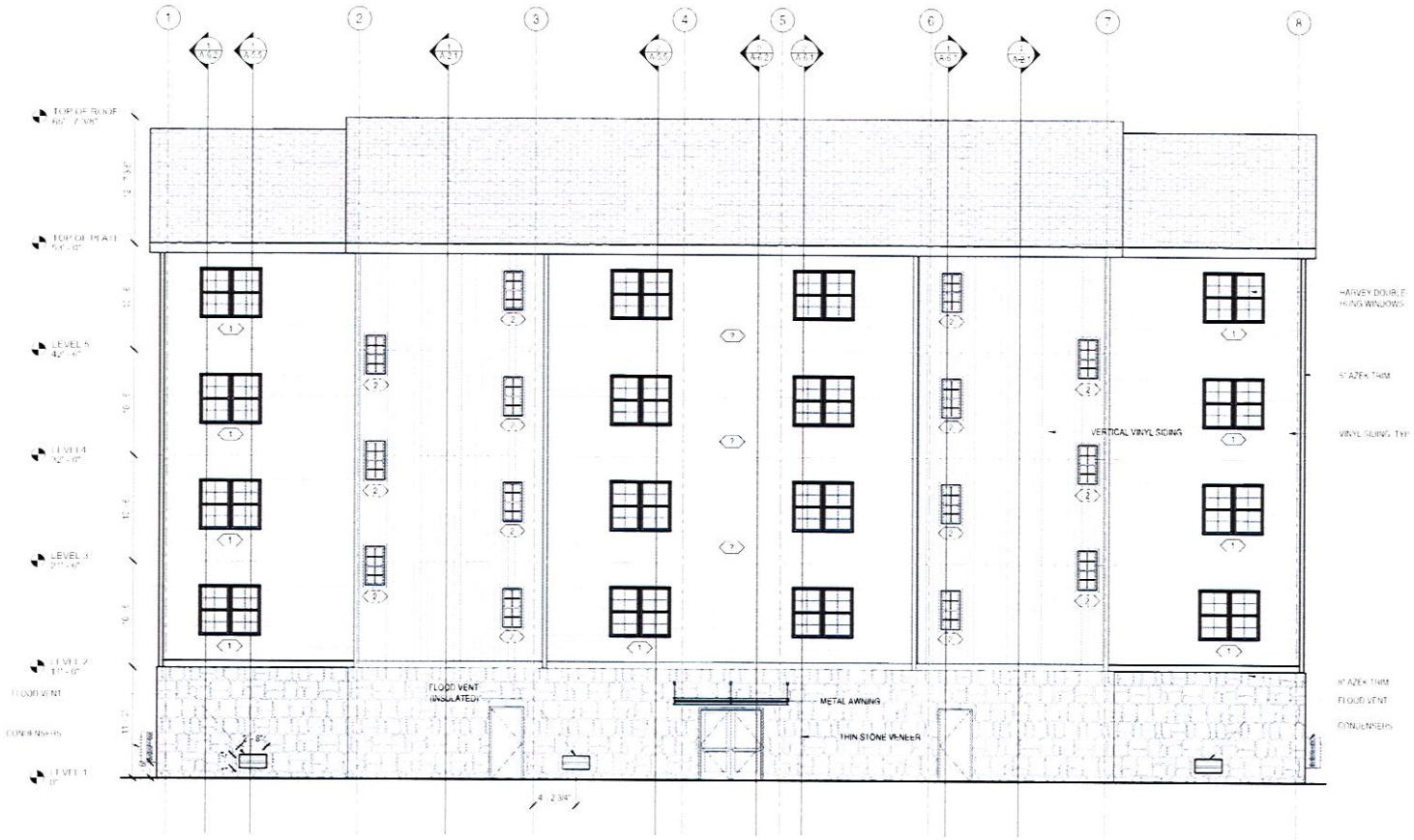
EXTERIOR ELEVATIONS

PROJECT No. 001
DATE 02/08/22
SCALE

SHEET No. A-5.1

GENERAL NOTES:

- REFER TO WINDOW SCHEDULE IN A-5.1



1 SOUTH ELEVATION
3/16" = 1'-0"

229 WATER ST.

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SEAL

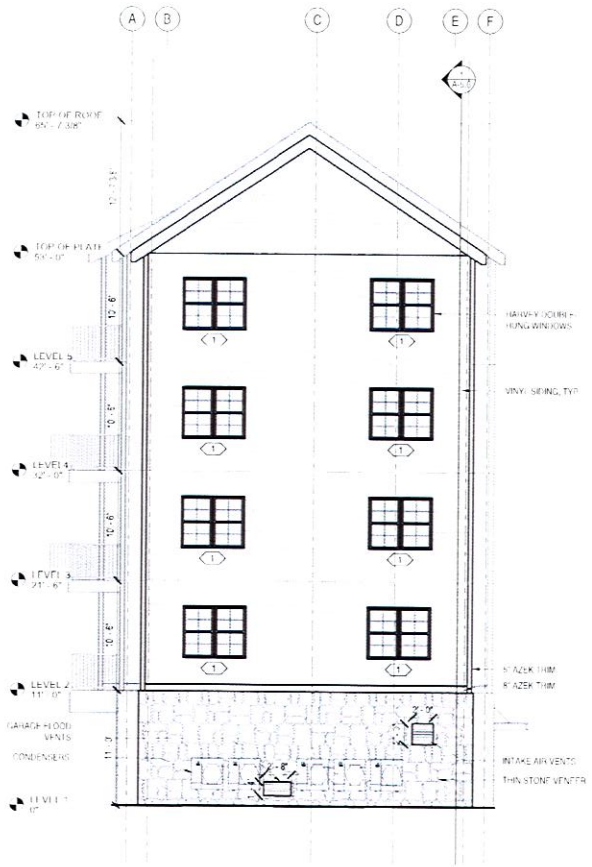
EXTERIOR ELEVATIONS

PROJECT No. 007
DATE 5/10/22
SCALE

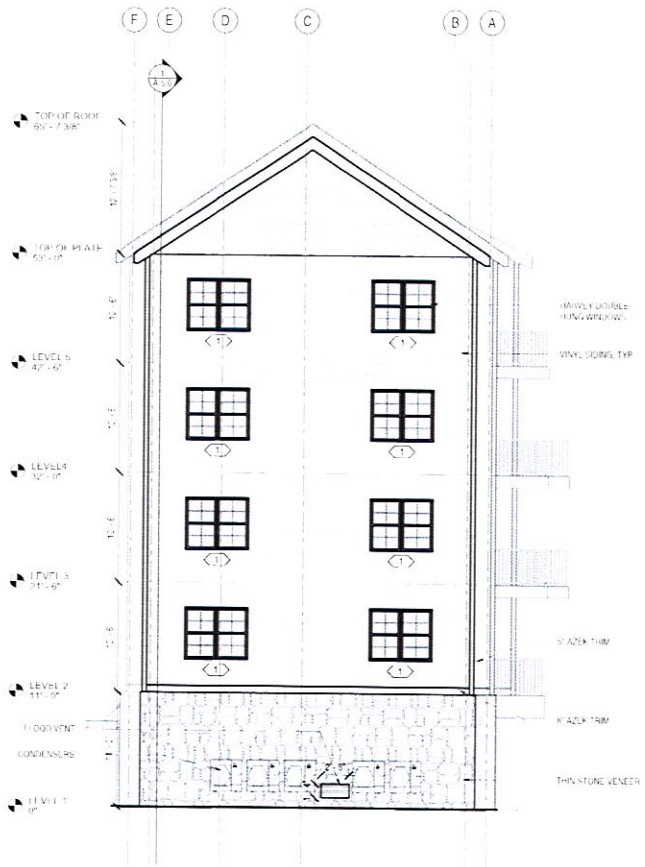
SHEET No. A-5.2

GENERAL NOTES:

1. REFER TO WINDOW SCHEDULE IN A-5.1



1 EAST ELEVATION



2 WEST ELEVATION

229 WATER ST.

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SEAL

EXTERIOR ELEVATIONS

PROJECT No.
DATE
SCALE

SHEET No. A-5.3

CITY OF HAVERHILL

MASSACHUSETTS
CITY SOLICITOR'S OFFICE
145 South Main Street
Bradford, MA 01835
(978) 373-2360
FAX: 978/891-5424
EMAIL: billcoxlaw@aol.com

WILLIAM D. COX, JR.
CITY SOLICITOR

February 16, 2022

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

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

RE: Ordinance - Zoning - Accessary Uses - Keeping of Birds or Animals

At the request of the Board of Health I have prepared an Ordinance to revise the Code by deleting the words "*not to exceed 4 in total*" from Table 1: Use and Parking Regulations from section K-19 of the current table, as shown on the attached copy.

The Board of Health on February 15, 2022 adopted comprehensive revisions to their Minimum Standards for the Keeping of Domestic Animals, a copy of which is also attached. Where the keeping of chickens and other domesticated animals in a non-agricultural setting had previously had been prohibited, the Board has enacted regulations which would allow such activity. The Board strongly feels that the regulations enacted after several public hearings adequately provide for the opportunity to participate in the growing national trend for responsible, small scale agricultural protection while protecting public health, safety and welfare in the City.

By deleting the requested language, the zoning ordinance would remove a restriction on the number of such animals allowed and leave it to the regulation of the Board of Health as to an appropriate determination based on multiple factors, rather than a blanket prohibition with an arbitrary limitation.

Should you have any questions or concerns, please do not hesitate to contact me.

cc: James J. Fiorentini, Mayor
William Pillsbury, Director of Planning and Economic Development
Peter Carbone, Chairperson, Board of Health

Change

	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
K. ACCESSORY USES (cont'd)															
19. Accessory keeping of birds or animals ~~not to exceed 4 in total~~ as domestic pets, subject to approval by the Board of Health	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
20. Any accessory activities necessary in connection with scientific research or scientific development or related productions	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	Y	BA	BA	BA	None
21. (Reserved)															
22. Storage containers and structures, subject to compliance with § 3.2.4	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	None

Notes to Use Table

A. With the exception of Interstate Route 495, no automobile service station shall be built within a 500-foot radius of the property line of an already existing automobile service station. On Interstate Route 495, no automobile service station shall be built within 500 feet of the property line of an already existing automobile service station on the same side of the highway.

B. Trailers shall be prohibited in any district, except as provided for in this item.

C. Access from any R or S Zoning District to an existing roadway which must pass through or into any other R or S Zoning or through any C or I District is permitted.

D. Access from any I or C Zoning District to an existing roadway which must pass through or into any other I or C Zoning District is permitted.

E. Access from any I or C Zoning District to an existing roadway which must pass through an R or S Zoning District may be permitted by a special permit issued by the Board of Appeals.

F. Over three coin-operated machines, as defined in Chapter 104 of the Code, in any establishment other than bars, clubs and bowling alleys and skating rinks, constitute an amusement arcade (under the general category of amusement facility) allowed only in CH, CG, BG, and BP[1] Zones throughout the City (except for the central business district as defined below where arcades shall not be allowed) which requires a special permit from the Board of Appeals. The sale and/or consumption of alcoholic beverages shall be prohibited in all amusement arcades. For the purpose of this section, the central business district is defined as that area enclosed by the following boundaries: Starting at the point of intersection of Mill Street and Ginty Boulevard southerly along the project center line of Mill Street to the Merrimack River floodwall; thence westerly along the floodwall to its intersection with the B & M railway line; thence northerly along the railway line to its intersection with the projected center line of Granite Street; thence northeasterly along the center lines of Granite Street and Locust Street to Walnut Street; thence southwesterly along the center line of Walnut Street to Bailey Boulevard; thence easterly along the center lines of Bailey Boulevard and Ginty Boulevard to the point of origin.

G. Unless specifically exempted by the Building Inspector because of exceptional architectural design and/or site considerations, new single- and two-family structures shall be designed so that the principal facade, i.e., that facade containing the principal entrance (front door), shall be basically parallel to the front lot line.

H. Once a principal facade has been established for any structure or building, whether existing or new, the area between such facade and the adjacent street or public approach to the structure or building shall not be built upon or used for an unattached building or structure in excess of 10 feet in height. This shall apply to the RU and RH Zoning areas only.

Regulation of the City of Haverhill Board of Health

Minimum Standards for the Keeping of Domestic Animals

1. AUTHORITY:

This Regulation is pursuant to the authority granted to the City of Haverhill Board of Health by Massachusetts General Laws Chapter 111, Section 31, which provides that "Boards of Health may make reasonable health regulations," and Massachusetts General Laws Chapter 111, Section 155.

2. PURPOSE:

a. This regulation is promulgated to provide minimum standards for the keeping of domesticated animals in the City of Haverhill by enabling residents to have the opportunity to participate in the growing national trend for responsible, small scale agricultural protection while protecting public health, safety and welfare in the City of Haverhill.

b. This regulation is not intended to regulate the use of land for commercial agriculture. Commercial agriculture may be limited by City of Haverhill Zoning Chapter 255 to activities of five (5) acres or more or on parcels of two (2) acres or more if the sale of products produced from the agricultural use on the parcels annually generates at least $1,000 per acre based on gross sales dollars in areas not zoned for agriculture in accordance with Massachusetts General Laws Chapter 40A, Section 3.

3. DEFINITIONS:

For the purpose of this regulation, the following words shall have the following meanings:

Abutter: Owners of the adjoining property of the area of the Applicant's property where animals are kept. A person will only qualify as an abutter, for the purpose of this regulation, if he or she possesses an ownership interest in the abutting land or property.

Animal: All animals and livestock which are kept as domesticated animals but excluding the following: household pets as defined herein; research laboratory animals otherwise regulated; and non-exempt wild animals as regulated by Massachusetts General Laws Chapter 131, Section 23 and 321 CMR 9.00.

Animal Structure: Any structure used to house, shelter or contain livestock and animals.

Applicant: A person who applies for a permit to keep one or more animals pursuant to this regulation.

Board or Health or "the Board: The City of Haverhill Board of Health and/or its designated agent(s).

Cockerel: Young male chicken.

Coop: a structure for the keeping or housing of poultry or other types of fowl

Corral: Any pen or enclosure for confining one or more animals.

Domesticated animals: Animals of a species of vertebrates that have been domesticated by humans to live and breed in a tame condition and depend on humankind for survival. Domesticated animals shall include, but not be limited to any equine or bovine animal, goat, sheep, swine, poultry or other domesticated beast or bird.

Dwelling: Any building, structure or shelter used or intended for human habitation.

Facility: The total accommodations to be used for the keeping and care of one or more animals, including but not limited to land and any accessory or animal structure such as, but not limited to a barn, stable, corral, coop etc.

Fencing: Enclosure material installed for privacy or livestock and/or animal containment.

Generally acceptable agricultural practices: Practices that the applicant can demonstrate are consistent with the Massachusetts Department of Agricultural Resources Division of Animal Health's (MDAR's0 Generally Acceptable Agricultural Practices (GAAO's). the following are some potential resources, but are not an exhaustive list, that can be consulted to establish compliance with the MDAR GAAPs: MDAR, http://www.mass.gov/eea/agencies/agr/: the USDA National Resource Conservation Service, http://www.nrcs.usda.gov/wps/portal/nrcs/site/ma/home/: The MA Association of Conservation Districts, https://massacd.wordpress.com/: UMASS Extension, http://ag.umass.edu/resources/agriculture-resources: UNH Cooperative Extension, https://www.mass.gov/doc/livestock-and-poultry/download

Household pets: Animals that are primarily kept indoors for non-agricultural purposes, including but not limited to dogs, cats, ferrets, pot-bellied pigs, fish, domesticated or exotic birds, guinea pigs, hamsters, and mice.

Keeping of Animals Permit or "Permit": A permit issued by the Board for the keeping on one or more animals in accordance with the provisions of this regulation.

Livestock: Animals kept for agricultural purposes, including but not limited to cattle, goats, sheep, swine, equines, camelids, poultry and other fowl.

Manure Management Plan (MMP): A plan for the handling of manure and discarded bedding. The MMP shall address cleaning, composting, storage, utilization and removal of manure.

Permit holder: Any person who has met the conditions of this regulation and has received a permit issued by the Board of Health to keep animals.

Person: Every individual, partnership, corporation, firm, association, group, or other entity including a city, town, county, or other governmental unit, owning property or carrying on an activity regulated by this regulation.

Pest Management Plan: A plan, which adequately defines the measures that shall be taken by the owner to minimize the presence of rodents, insects and pests, and to minimize the creation of odors and other nuisances.

Rooster: An adult male chicken.

Stable: An accessory building or structure used for the shelter and/or feeding of one or more animals.

Stabling of Horses: Shall follow the Regulation for Stabling of Horses

Stall: A compartment in a stable used for the keeping of one or more animals.

Swine: Shall follow the City of Haverhill Board of Health Regulations for farms with Pigs and the Keeping of Pigs

Usable area: Land area suitable for the raising of animals such as pastures, fields and wooded uplands. This area does not include wetlands, swellings, or any other area(s) as may be restricted by town, state or federal law, regulations or guidelines.

Wetlands: Land area or surface area so defined by the Wetlands Protection Act, Massachusetts General Law, Chapter 131, Section 40 and regulations promulgated pursuant to 310 CMR 10.00 or by the [city/town] Wetlands Protection [ordinance/bylaw] or pursuant to Section 404 of the Federal Water Pollution Control Act, 33 U.S.C. 1341.

Wild and exotic animals: Any animal not normally found or kept as a domesticated animal, and which require a permit to keep issued by either a federal or state wildlife agency, including but not limited to deer, poisonous reptiles, alligators, monkeys, lions and tigers as defined as non-domesticated by Massachusetts General Laws, Chapter 131, Section 23 and 321 CMR 9.00.

4. GENERAL REQUIREMENTS:

a. All applications must be submitted to the Board of Health for review and approval and shall meet the criteria set forth in subsections D and E of Section 5 of this regulation.

b. Except as otherwise provided for herein, structures must comply with the applicable setback requirements for the zoning district in which such structures are located as set forth in the City of Haverhill Zoning Ordinances, aside from protection accorded by Massachusetts General Law, Chapter 40A, Section 3 and the Wetlands Protection Act, 310 CMR 10.00. Structures in an RU, RH or RM zone must be not less than 50 feet from an abutter's dwelling. Chicken coops in all zones shall be not less than 5 feet from an abutter's lot line.

c. All permitted animals must be confined to the property for which a permit is granted unless the permit holder has documented in writing to the satisfaction of the Board, including obtaining any necessary permissions, arrangements for such animals to be kept elsewhere (i.e., for grazing, pest control, etc.).

d. In accordance with Massachusetts General Law, Chapter 111, Section 125A, ". . . the odor from the normal maintenance of livestock or the spreading of manure upon agricultural and horticultural or farming lands, or noise from livestock or farm equipment used in normal, generally accepted farming procedures or from plowing or cultivation operation upon agricultural and horticultural or farming lands shall not be

deemed to constitute a nuisance." This law applies to commercial farming operations.

e. Electrified fencing shall not be allowed unless otherwise approved by the Board of Health.

5. PERMIT AND APPLICATION REQUIREMENTS

A. A permit is required for anyone keeping one or more animals as defined in this regulation, except on commercial farms which meet the requirements of Massachusetts General Law, Chapter 40A, Section 3 and/or Massachusetts General Laws Chapter 128, Section 1A.

B. The keeping of less than seven chickens shall be reviewed and approved administratively, without public hearing, by the Director of Inspectional Services. Notices to abutters of an application for a permit and/or the issuance of a permit shall be mailed by first class mail by the Inspectional Services Department with a 10-day response period running from the date of mailing. Any party, including an abutter, aggrieved by a decision of the Director of Inspectional Services may appeal the decision to the Board of Health not less than ten (10) days after issuance.

C. The keeping of roosters or cockerels and non-exempt wild animals in accordance with MGL Chapter 131, Section23 is prohibited within the City of Haverhill. The keeping of roosters or cockerel can be permitted on a case-by-case basis, but not within a RU, RH, or RM zone.

D. Application(s) and requirements for a permit shall be submitted on-line under the Health Department permit site. Such application(s) will be deemed incomplete if any information, plans, fees or required documents is missing.

- i. Names, mailing address, pone number and email of all owners of the property.
- ii. Location- street address of the premises to be used.
- iii. Number and species of animals to be kept.
  - i. If the permit holder intends to increase the number and species of animals to be kept prior to the end of the permit year, the permit holder must notify the Board of Health and the Board may require a public hearing if the Board believes that the increase will materially change the application upon which the permit is based.
- iv. A plot plan, with the dimensions of the area where animals will be kept. Also required on the plot plan are the locations of the primary residence, structures (s) (including fences), abutting structures (s), corrals septic systems, private wells and wetlands. A hand-drawn plot plan is acceptable so long as it is of sufficient detail and quality to allow for Board review.
- v. A written management plan for the following:
  - i. Manure Management
  - ii. Storage of Feed
  - iii. Pest Management
- vi. Application Fee $25.00

E. The permit shall not be transferable as to other animals, or assignable or transferable for the use of other persons or the use of other premises.

F. The permit shall expire on December 31st, unless sooner revoked or suspended by the Board after a hearing.

G. A permit holder must apply for a renewal of the permit at least thirty (30) days prior to the expiration of the permit. If a permit holder fails to timely apply for a renewal of the permit, the permit holder's application shall be treated as an application for a new permit. A permit will not be denied without cause in the form of valid complaints and/or violations of this regulation or other laws.

H. If the permit holder is not the owner of the property, notarized documentation must be provided indicating that the property owner is not opposed to the keeping of animals on the property.

I. All permits issued prior to the effective date of this regulation are valid and may be renewed prior to the effective date of this regulation, subject to the prior regulation, provided conditions and agreements contained in the original application have changed, and that no conditions exist that would be injurious to the public health, safety or welfare. All renewals of permits subsequent to the effective date of this regulation shall be subject to this regulation.

6. HEARINGS

A. All new applications and variance requests will be considered by the Board only after the Board conducts a public hearing.

B. Notice of the public hearing relative to shall be provided to all abutters by first class mail at the applicant's expense and by legal notice in a local newspaper of general circulation by the City of Haverhill Board of Health. Both forms of notice shall provide for at least fourteen (14) days' notice prior to the public hearing. The applicant shall submit a list of abutters, certified by the Haverhill Board of Assessors with the application or variance request and a sworn statement that the applicant has mailed notice to each abutter by first class mail.

C. The applicant must demonstrate that the issuance of a permit shall not be detrimental in any way to the public welfare and would not endanger the health or safety of the municipality, and that all applicable requirements of this regulation have been satisfied. The Board may impose conditions, safeguards and other limitations on a permit consistent with the public health, safety and welfare.

D. The permit applicant acknowledges that the MDAR's Division of Animal Health requires that if an animal contracts a disease designated in its reportable disease program, it must be reported to MDAR's reportable disease program.

E. It shall be a condition of any permit issued under this regulation that the permit holder shall comply with all applicable federal, state and local laws, regulations and other requirements.

7. CONSTRUCTION AND CONSTRUCTION CHANGES

A. No person shall erect, occupy, use rebuild, reconstruct, alter or structurally change a

stable, accessory structure or corral intended for housing or confining of animals without submitting an initial or revised plan to the Board for its review and approval. This section shall not apply to repairs.

B. It is the responsibility of the applicant to comply with City of Haverhill Zoning Ordinance and applicable sections of the building code when conducting construction or construction changes referenced in Section A above.

8. PENALTIES

A. If there is a violation of this regulation, a designated agent of the Board of Health may issue a written order ("Order") to the person or persons having control of the premises and to the permit holder (if different) to correct the offending deficiencies within a reasonable specified time.

B. As an alternative to an Order or if a person does not comply with an Order and such Order is not modified or withdrawn, the Board may commence an enforcement action to correct such violation(s).

C. In accordance with Massachusetts General Law Chapter 111, Section 31, any violation of this regulation shall be subject to fines. See fine schedule at City of Haverhill Code §1-16. Each day the violation continues shall be considered a separate offense. Nothing contained herein shall preclude the Board from seeking equitable relief to enforce this regulation.

D. The Board may suspend, revoke or deny a permit if a permit holder is found to be in violation of any provision of this regulation after a hearing. Arrangements for re-homing the animals shall accompany any suspension, revocation or denial of a permit.

E. Any person to whom an Order has been served pursuant to this Section shall have the opportunity to request a hearing before the Board. A request must be made in writing within fourteen (14) days after the Order has been served. For the purposes of this Section, an Order shall be deemed to have been served on the date of mailing, except as stated otherwise on the Order. At the hearing, the person served with the Order shall be given an opportunity to present evidence and show why an Order should be modified or withdrawn.

9. VARIANCES

A. Variance to any section of this regulation may be requested in writing to the Board. When such a request is received, a hearing shall be scheduled in accordance with Section 5 above.

B. Variances shall be granted only under the following conditions:

a. Strict enforcement of this regulation will constitute a manifest injustice, and
b. The granting of the variance shall not in any way impair the public health and safety or the environment.

C. The Board may impose any conditions, safeguards and other limitations on a variance when it deems it appropriate to protect the public health and safety or the environment.

10. SEVERABILITY

A. If any provision of this regulation is declared by a court of competent jurisdiction to be invalid or not enforceable, the other provisions shall not be affected thereby, but shall continue in full force and effect.

Signed this _____ day of _____, 2022.

_____
Chairperson, Peter Carbone

_____
Board member, Romie Mundy M.D.

_____
Board member, Diana Sherlock

Effective date: March 15, 2022

File 10 DAYS
COPY

DOCUMENT

CITY OF HAVERHILL

In Municipal Council

~~ORDERED~~

MUNICIPAL ORDINANCE **CHAPTER 255**

AN ORDINANCE RELATING TO ZONING

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 255, Table 1: Use and Parking Regulations, as amended, be and is hereby further amended as follows:

Page 15 - "ACCESSORY USES" - By deleting the words "*not to exceed 4 in total*" after the words "Accessory keeping of birds or animals" in section K-19 of said page, all as per attached copy.

APPROVED AS TO LEGALITY:

City Solicitor

Change

	RS	RR	RL	RM	RH	RU	CN	CH	CG	CC	CM	OP	BG	BP	PC
K. ACCESSORY USES (cont'd)															
19. Accessory keeping of birds or animals ~~not to exceed 4 in total~~ as domestic pets, subject to approval by the Board of Health	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	None
20. Any accessory activities necessary in connection with scientific research or scientific development or related productions	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	Y	BA	BA	BA	None
21. (Reserved)															
22. Storage containers and structures, subject to compliance with § 3.2.4	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	None

Notes to Use Table

A. With the exception of Interstate Route 495, no automobile service station shall be built within a 500-foot radius of the property line of an already existing automobile service station. On Interstate Route 495, no automobile service station shall be built within 500 feet of the property line of an already existing automobile service station on the same side of the highway.

B. Trailers shall be prohibited in any district, except as provided for in this item.

C. Access from any R or S Zoning District to an existing roadway which must pass through or into any other R or S Zoning or through any C or I District is permitted.

D. Access from any I or C Zoning District to an existing roadway which must pass through or into any other I or C Zoning District is permitted.

E. Access from any I or C Zoning District to an existing roadway which must pass through an R or S Zoning District may be permitted by a special permit issued by the Board of Appeals.

F. Over three coin-operated machines, as defined in Chapter 104 of the Code, in any establishment other than bars, clubs and bowling alleys and skating rinks, constitute an amusement arcade (under the general category of amusement facility) allowed only in CH, CG, BG, and BP[H] Zones throughout the City (except for the central business district as defined below where arcades shall not be allowed) which requires a special permit from the Board of Appeals. The sale and/or consumption of alcoholic beverages shall be prohibited in all amusement arcades. For the purpose of this section, the central business district is defined as that area enclosed by the following boundaries: Starting at the point of intersection of Mill Street and Ginty Boulevard southerly along the project center line of Mill Street to the Merrimack River floodwall; thence westerly along the floodwall to its intersection with the B & M railway line; thence northerly along the railway line to its intersection with the projected center line of Granite Street; thence northeasterly along the center lines of Granite Street and Locust Street to Walnut Street; thence southwesterly along the center line of Walnut Street to Bailey Boulevard; thence easterly along the center lines of Bailey Boulevard and Ginty Boulevard to the point of origin.

G. Unless specifically exempted by the Building Inspector because of exceptional architectural design and/or site considerations, new single- and two-family structures shall be designed so that the principal facade, i.e., that facade containing the principal entrance (front door), shall be basically parallel to the front lot line.

H. Once a principal facade has been established for any structure or building, whether existing or new, the area between such facade and the adjacent street or public approach to the structure or building shall not be built upon or used for an unattached building or structure in excess of 10 feet in height. This shall apply to the RU and RH Zoning areas only.

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Vice President
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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

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
91-P	Councillor Michitson requests city adjust its process on how it handles 61A process	Planning & Dev.	12/7/21
5-B	Councillor Barrett discussion to establish a design & review board	Planning & Dev.	1/11/22
5-C	Councillor Barrett discussion for specific items and what levels need to be sent to Council for approval	Planning & Dev.	1/11/22

CITY COUNCIL

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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-L 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 productsand zoning regulations pertaining to smoke and/or vapor stores in Haverhill
A & F 7/23,19, 8/16/19